



# CICERO/JACKSON TOWNSHIP PLAN COMMISSION

## PETITIONERS:

Brett Morrow (10 West Restaurant)

Chloey Leininger (Just For Looks, LLC)

## CICERO/JACKSON TOWNSHIP PLAN COMMISSION MINUTES 08/13/14

President Dan Strong called the August Session of the Cicero/Jackson Township Plan Commission meeting to order at 7:00 pm.

The members of the C/JT Plan Commission were present or absent as follows:

**PRESENT:** Dan Strong - President  
David Martin - Vice President  
Paul Vondersaar - Secretary  
Christopher Lutz  
Dennis Schruppf  
Mark Thomas  
Stephen Zell  
Aaron Culp - Legal Counsel  
Paul Munoz - C/JT Plan Director  
Sally Mangas - Recorder

**ABSENT:** Tim Fonderoli  
Eric Hayden  
John Culp - Legal Counsel

### 1. DECLARATION OF QUORUM:

President Dan Strong declared a quorum with 7 of 9 members.

### 2. APPROVAL OF MINUTES:

Stephen Zell made the motion to approve the 7/9/14 minutes as submitted and David Martin seconded the motion. All members present were in favor.



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### 3. OLD BUSINESS:

**None**

### 4. NEW BUSINESS:

**Docket #: PC-0714-005-DC**

**Petitioner: Brett Morrow (10 West Restaurant)**

**Property Address: 30 W Jackson Street  
Cicero, IN 46034**

**Aesthetic Review Overlay District: Review of new signage of existing business at extended location.**

President Strong asked if there was someone here this evening representing Brett Morrow to which Steve Stackhouse responded. Mr. Stackhouse stated that his address is 759 Washington Street, Cicero, Indiana. President Strong asked Mr. Stackhouse for an explanation on what he was proposing. Mr. Stackhouse stated that the building that they are currently doing the expansion in, 30 W Jackson Street, they are asking for approval of signage on the windows to copy the existing signage at 10 West, and to do the facade the same way as at 10 West with the same colors. Mr. Munoz stated that he did have a notice from Mr. Morrow that Mr. Stackhouse is allowed to speak on his behalf; we have that on record. Mr. Munoz also stated that this is additional signage for an existing business it is a separate facade, it is a separate building, so when figuring square footage it would be on a whole new total square footage for that area. President Strong stated that they would be allowed 60 square feet total and it looks like from what they sent that with window sign...one of the east side of the door and one on the west side of the door and just information it would be a total of 22 square feet. President Strong asked the board if there were any questions or comments; there were none. President Strong went to state that this does not require a public hearing, it's an aesthetic review only.

Stephen Zell made a motion to approve docket PC-0714-005-DC 10 West Restaurant for the signage as presented by the petitioner and Mr. Stackhouse. Mark Thomas seconded the motion. All members present were in favor. President Strong instructed Mr. Stackhouse to work through Mr. Munoz with any questions he may have.

**Docket #: PC-0714-006-NC**

**Petitioner: Chloey Leininger (Just For Looks, LLC)**

**Property Address: 50 S Peru Street  
Cicero, IN 46034**

**Aesthetic Review Overlay District: Review of new sign package for new business.**

Chloey Leininger introduced herself and stated her address as 50 S Peru Street Cicero, Indiana. President Strong asked Miss Leininger to tell a little about what she was proposing. Miss Leininger stated that she is putting in a hair and tan salon in what used to be the Small Shop of Hair location. Mr.

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Munoz reminded the board that Small Shop of Hair had transferred across the street and that this sign would just be replacing what had been there. Mr. Zell stated that the sign frame is already there to which everyone agreed. President Strong asked Mr. Munoz if there were any updates to the signage or landscape requirements; Mr. Munoz stated that by looking at the photo there is rock and gravel around the bottom, the board could request that they add more plants to more closely mimic what the current sign standards for landscaping are. President Strong asked for comments or questions from the board. It was stated that what they are looking at is a sample of the sign they are planning on displaying. President Strong asked Miss Leininger if she was planning on putting any lighting on the signage or if there was any existing lighting to which she replied that there is no lighting. President Strong asked Miss Leininger if she had any plans to do that in the future to which she replied she did not. Mr. Martin asked Miss Leininger if that was the only signage or if she was planning any other such as on the door. Miss Leininger stated that she may put some removable signage, such as suction cup or tape, showing her hours on the door but nothing permanent. President Strong asked if there would be any advertising for products on her door or windows to which Miss Leininger stated there would not be on her door and windows. President Strong stated that Miss Leininger would be allowed 50 square feet of signage, he further stated that he is not sure of her exact square footage on the sign however it is below the 50 allowed. President Strong went on to state that they wanted to make sure that Miss Leininger had the appropriate amount of signage to run her business. Mr. Vondersaar stated that they should add 4 square feet on the door for hours so she doesn't have to come back to which Mr. Munoz stated that it should be 2 square feet for a door or window and that 4 square feet is quite a bit. Mr. Vondersaar stated that she may put another sign up there. President Strong asked if they should add 4 square feet to which Mr. Vondersaar stated yes because she would not have to use it all. President Strong stated that they would be adding in 4 square feet additional so that Miss Leininger would be able to do an open/close sign or whatever she might want such as an hour's sign. President Strong asked the board if there were any other comments or questions; there were none.

Stephen Zell made a motion to approve docket PC-0714-006-NC Just For Looks, LLC for the signage as presented to go into the existing street sign that was used previously by the Small Shop of Hair and in addition to allow for 4 square feet on the door to allow for hours of operation or open/close. Mr. Vondersaar seconded the motion. All members present were in favor. President Strong instructed Miss Leininger to get with Mr. Munoz if she has any questions.

## 5. PLAN DIRECTORS REPORT:

Mr. Munoz began by discussing the Interlocal Agreement. He stated that in the past 5 years they have not been able to find anything in writing between the town and the township since the office was started in Cicero which states the formula used to determine payments. Mrs. Unger has looked for records and cannot locate any. Mr. Munoz stated that they have looked at everything they have from previous agreements and with the way things are going it seems that they may want to cement this in place now so there are no questions or concerns in the future. John and Aaron Culp have gone ahead and put together a new Interlocal Agreement rather than a Joinder Agreement because a Joinder Agreement has to go in front of a referendum, an Interlocal may be signed and agreed upon by the two parties without having to take it back to the public. He further stated that this would be an easier way



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to accomplish what we already have. Mr. Munoz stated that he went and wrote in how we currently operate the funding mechanism. He further stated that he did add in that any additional projects that go above and beyond the current scope, such as if it is not figured into his budget currently and they look to do it later on in the year it has to be agreed upon by not only the town but also the township because it will be a 50/50 split on any of those projects. Mr. Munoz stated that if we're going to do ordinance updates and it is already in the budget and the budget is agreed upon the split is going to be like it normally is but if half way through the year we decide we need to update a comp plan or we need to redo the zoning maps or whatever it might be and it is above and beyond that budget it is a 50/50 split between the town and the township and it has to be agreed upon by both. Mr. Munoz went on stating that as it currently stands now the split on any deficit is figured by permit percentage. He further stated that if 42% of the permits issued are within the Town of Cicero then we would pay 42% of the deficit. It was figured this way because the more permits you have-the more work you are doing, the more inspections you have, more running around; if the Township has more permits then more time is being spent there and a higher percentage of the deficit would fall with the Township. Mr. Zell asked if the PC board was to make a recommendation to the Town Council on this; Mr. Munoz stated that yes they need to make a favorable recommendation after reviewing it for them to approve it. Mr. Munoz further stated that after the Town Board approves it then it goes to the Township for the Township Board to approve and once they've signed it it will come back to us. Mr. Culp stated that the favorable recommendation is also to the Township because it represents them just as much as us. Mr. Culp went on to state that it is easier to get the Interlocal completed however it can be terminated by either party on their own discretion. Mr. Culp further stated that this arrangements seems to have worked well for several years we just want something in writing so that everyone knows the rules that are being played by and it can head off any disagreement. Mr. Martin mentioned the agreement that a copy cannot be found of, he asked if that is the 75 Joinder Agreement to which Mr. Munoz stated that they do have a copy of that but they cannot find a copy of when in 2009 the new office was started and a written agreement was made changing the funding mechanism behind it. Mr. Munoz went on to state that Cicero had a Plan Commission in 75 and then, he was unsure of the date, it went to the County and there was an agreement with the County and we have a copy of that but when it split back we do not have a new record of it and the funding mechanism had changed. Mr. Culp added that they do not know if there is a missing document or if given the circumstances it was just never put into writing. President Strong mentioned that it must have been a verbal agreement...Mr. Culp agreed...President Strong continued by stating that he remembers those members and talking about it and it had been said that there was not an issue with it but some of those members are not on board any longer...Mr. Munoz stated that that's where we are on this. Mr. Munoz continued by saying that they do know that there are some documents missing from a previous employee and this could be one of those or this could be one that just slipped through the cracks. Mr. Martin asked Mr. Munoz about what types of things are beyond the budget scope to which Mr. Munoz spoke about the Comprehensive Plan and how 2 years ago he had made a presentation to their advisory board explaining why we felt that they should be splitting half of that and ended up getting them to budget accordingly for a certain amount in year 1 and a certain amount for year 2 to cover the cost of that. Mr. Martin went on to ask Mr. Munoz if he tries to get his funding before recommending it to which Mr. Munoz agreed. Mr. Culp added that this also means that if the Township does not want it and they



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don't consent then we either have to find the money somewhere else or it can't happen. President Strong asked Mr. Culp about the ratio of permits. He asked if he was Jackson Township would he understand what that means as a percentage or does there need to be something in there about the percentage...Mr. Culp stated that when you talk about the ratio you are referring to a percentage and we tried to make certain not to put any numbers there because over time this could change and it could be to either Jackson Townships benefit or the Town's benefit. Mr. Culp further stated that the idea was not to be unfair but to find a fair theme based on what the reality is on the ground any given year. Mr. Culp continued by stating that he thinks that is what will make this work, if things change the responsibility will change, no one is having to foot the others increase or decrease. President Strong stated that he thinks that it has worked out well in the past but he wants to make sure it is reviewed and understood but he is sure that if anyone has a question on this they will ask. Mr. Culp stated that Mr. Munoz has communicated with Chris Miller and they are aware that this is coming; it will not be a surprise. Mr. Culp further stated that Ms. Miller has not seen the official copy because Mr. Culp was waiting to present it to the board tonight and get approval. Mr. Munoz stated that this is something that is outstanding...Ms. Miller is waiting to get a copy of this and get it signed before she submits her payment for last year. Mr. Lutz asked if this agreement is through 2016 to which Mr. Culp stated that it is for longer than a year it's from year to year...Mr. Lutz asked if it could be terminated at first in 2016 to which Mr. Culp agreed. Mr. Culp explained that this year's budgeting has already happened so this really kicks begins in 2015 and it can be terminated, if there's an opportunity, at the end of each year. Mr. Culp further stated that the longest an interlocal can last is 1 year; they can permit to renew but you have to permit termination every year. Mr. Lutz had a hypothetical question...if someone out in the township is wanting to put up windmills and it results in legal fees to coordinate or fight this issue would those legal expenses be split by the permits issue to which Mr. Munoz stated that would be an issue that is above and beyond so it would be a 50/50 split. Mr. Lutz if this is an example of what would be discussed at the time...to which Mr. Munoz and Mr. Culp agreed. Mr. Culp went on to say that if we were to end up in that suit it could quite easily become very expensive and we would have to talk to both entities about the situation and that we would be having some legal fees and get consent from both before starting down that road because that could very easily become a very large expense. President Strong asked if there were any other questions, stating that he was looking towards the Township Representatives for any input or thoughts. President Strong stated that he was looking for a favorable recommendation to send this on to the Town Council as well as the Jackson Township Trustee and their board. Mr. Thomas asked if the Township had seen this yet to which Mr. Culp stated no and Mr. Munoz stated that this board is the first ones to look at and approve. Mr. Munoz further stated that it would not go any further until this board is ready to make a favorable recommendation. Mr. Culp stated that the Township knows the terms that they've been talking about but tonight is the first time this has been presented; he believes this is the proper starting point. Mr. Culp further stated that if the Township does not like it they can send it back and they can then work on a solution but since this board represents everyone Mr. Culp felt this was a good starting place. President Strong stated that this board is only moving it forward to them, if the Township does not like it they can send it back or work through it but if there are any changes this board wants to make this is the time to do that as well. It was said that it includes the Town Council and Jackson Township to which President Strong agreed. Mr. Zell stated that he could make a motion to which President Strong stated that he is



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not sure that Mr. Thomas is ready for that. Mr. Thomas stated that that would be fine he would have just liked a little bit more time to read it but if everyone else is fine let's...President Strong stated that they could table it...Mr. Munoz stated that if Mr. Thomas does not feel comfortable it can be tabled. Mr. Thomas stated that if this is going to cost us money then let's go ahead...Mr. Munoz stated that they really have a couple of months before they have to worry about it and if Mr. Thomas does not feel comfortable about it let's table it until next month. Mr. Culp stated that he had brought it tonight not knowing if they would want to recommend it or would want to take it home and review it more. Mr. Culp further commented that the budgeting process is still ongoing and they just need to get this passed before the year is over. Mr. Culp continued by stating they neither he nor Mr. Munoz want to force someone to vote before they are ready. President Strong stated that at the end of the day they would much rather table it then to make anyone on the board fill uncomfortable by moving it forward without some more thought. Mr. Thomas stated that he would like to read it more. Mr. Culp stated that normally it would have been out earlier but he had just put the final touches on today. President Strong stated that they need a motion to table...Mr. Culp remarked agreed. Mr. Lutz had a comment about 5-A at the bottom of the paragraph before 6..."Any special projects that are above and beyond the scope of the established budget for the Plan Commission shall require approval by the Town and by Jackson Township and the budget for said projects shall fall under the ration of the most recent calendar year" so with my hypothetical question...Mr. Munoz apologized saying that the language he had taken this from originally had it split 50/50 and this is going underneath the ratio. Mr. Lutz stated that his concern is that if someone out in the Township was wanting to put a windmill farm and it was against our ordinance and they were to bring suit upon that we would have to reply to that and it would result in legal fees and it would be split based on the prior year's ratio. Mr. Lutz went on stating that he finds that concerning just from the standpoint of the items and area in the county that would probably lend itself possibly a little more litigation in that aspect. Mr. Thomas remarked asking if the county would get involved with it because it would be a big topic for the county versus just the Township and Cicero. Mr. Culp responded stating that it would depend on who's ordinance; if we're in Jackson Township it is going to fall under our ordinance and the county does not have any say or jurisdiction unless somehow it's involving drainage, something under the earth or something like that. So, it would fall on Cicero if they came up with it and it was denied it would fall here to fight that lawsuit. Mr. Vondersaar stated that we would be named anyway...Mr. Culp agreed...if somebody is going to sue they are going to sue the city the township, they are going to sue everybody. Mr. Culp further responded by saying that they would sue Cicero, Jackson Township, Cicero/Jackson Township Plan Commission...Mr. Vondersaar stated that they would sue everybody so you wouldn't be able to get out of it. President Strong stated that they would probably sue the BZA as well. Mr. Lutz stated that the Town of Cicero is extending itself into that potential litigation because of this agreement outside of this agreement they would be absolved of that...Mr. Culp agreed...because they have no jurisdiction over that...Mr. Culp agreed stating that if Jackson Township was operating its own plan commission then it would be Jackson Township that took the hit not Cicero. Mr. Lutz asked if there is any way that we can modify this in such a fashion that if an event like that were to come...Mr. Munoz stated that you also have to look at it as if any of those decisions about windmills were to be made they would be coming from our planning commission they would not be coming from Jackson Township as their own. Mr. Lutz stated that it would be coming from us because of this



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agreement...Mr. Munoz stated that it would be coming from us because all of the decisions that would be made regarding variances and setbacks would come to us anyway, the BZA and the Plan Commission. Mr. Lutz asked why it would be coming to us...Mr. Culp responded by stating that it would not be coming to us because of this but because of the Joinder Agreement that was signed in 79...Mr. Lutz remarked that the Joinder...Mr. Munoz remarked that if someone wants to go into White River Township and start windmills the Hamilton County Plan Commission is the one who would oversee that, you wouldn't go sue White River Township but you would sue the Hamilton County Plan Commission because they are the ones who would oversee those ordinances; Mr. Lutz agreed. Mr. Munoz further remarked that it would be the same thing here, the Cicero/Jackson Township Plan Commission oversees Jackson Township...Mr. Lutz remarked because of the Joinder Agreement...Mr. Culp agreed...so if they were going to sue they would sue the Cicero/Jackson Township Plan Commission because the Plan Commission is the one making the decision regarding that development not the Township Board. Mr. Lutz then asked what this separate agreement is to outline to which Mr. Culp stated that this outlines how the bills for Cicero/Jackson Township are paid. Mr. Martin remarked that if that were to happen to the Town of Cicero they could deny to participate in the legal fees couldn't they...it was stated not with the Joinder...Mr. Lutz stated that the out in this agreement from what he sees is that if it's after 60 days or after 2016 and Jackson Township did not...Mr. Vondersaar stated that it renews...if you hit the 60 day notice you can opt out but that doesn't absolve you of the legal liability if we're in the Joinder Agreement. We're kind of in a position because of the Joinder Agreement you have to reach an agreement between both parties that if a situation like that were to arise how can we deal with that. Mr. Culp remarked that liability with the Joinder would be there we would just hopefully be discussing how to split the costs and this is designed to answer that question in advance before it ever presents itself. Mr. Munoz responded that a lawsuit like that would come to us anyway. Mr. Lutz stated that his concern is that as a representative of the Town of Cicero that the town is not going to have to pay all the legal fees for the county. President Strong stated that last year the Township was about 42% to which Mr. Munoz agreed. Mr. Munoz stated that how it would normally take place is that he has legal fees built into his budget for both the Township and Town, any area that we have jurisdiction over those legal fees are for that, anything above and beyond that normally goes to the Town Council for approval whatever that is is then put into his budget and whatever shortfall there is at the end of the year is there because of that additional appropriation or because of any lack of permitting, that shortfall then gets split up between the Town and Township. Mr. Munoz continued that if someone were to get sued because of something in the Town, they would move money over to his budget, he would use it for whatever he needed to and whatever deficit was left would still be split up because it would be a budget deficit for the Plan Commission as a whole and the same thing would be for out in the Township. President Strong stated that the bigger issue is that without this agreement then potentially a wind farm came in and there was an issue with how we handled it and we got sued as a board then if Cicero got sued Jackson Township would not necessarily be sued...Mr. Culp remarked that they would have to sue this board or the BZA...the issue comes in to play then that this board could strictly be financed by Cicero so Cicero would have to take the 100% without this agreement. Mr. Culp stated that that is possible but more likely is an argument because the Joinder Agreement specifies that each side will contribute and you would have to decide how much each side should contribute; this provides a clear answer to that. Mr. Lutz asked if in this



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particular situation the Town were approved additional funds and Jackson Township said no we'd still have the liability...Mr. Culp replied yes but at that point we'd look at what is in the Interlocal Agreement...Mr. Munoz stated that if you look at the Joinder Agreement it says that they are only going to split the ratio and they are only paying my salary; they do not pay anything above and beyond that and that ratio is just on my salary. Mr. Munoz continued by stating that unless we go back through and try to redo the Joinder Agreement which would then have to go to referendum then you have to go into something like this where you are agreeing upon a whole budget what happens rather than the Joinder Agreement that says we're going to cover whatever you have and these are the things we are providing to you and this is all you're going to pay this Interlocal Agreement says we're covering the entire budget and we are still providing the same services which is how it is now but in 75 it was just the Plan Commissioner's salary. Mr. Zell asked if it is safe to say that we are just making official the way we've been operating; to which Mr. Munoz stated that is exactly what we're doing. Mr. Zell went on stating that this should not be a surprise to Christine Miller...Mr. Munoz stated that this is exactly how it's been done for the last 5 years. Mr. Zell went on stating that he wanted to make sure for the record that we are just making official or legal the agreement between the Township and Cicero. Mr. Culp stated that a lawsuit is not in the budget and that's really not a special project either; it's a different type of liability. He went on to remark that one side cannot say they are not going to defend this, they both have obligations and so this protects both sides. Mr. Culp went on to state that even if this were thrown out we'd still have the Joinder just with no rules as to how we did it. Mr. Lutz stated that he had not read the entire Interlocal and that's why he was asking the questions to which Mr. Culp stated that that is an important question and that is why he thinks it would make since based on this discussion to table it and bring questions next time or email/call him in advance because if he knows beforehand he can try to address it and bring a new document to the meeting. Mr. Lutz stated that he will take a look at it and email Mr. Culp his questions. President Strong asked if there were any other questions before they table it to which Mr. Thomas stated that this is just putting into writing what has been agreed to. Mr. Thomas then asked if the Cicero/Jackson Township decides they like windmills and the rest of the county doesn't like windmills we can still have them; Mr. Munoz responded yes. Mr. Culp then stated that we are the only ones with the authority to exercise zoning and other restrictions here. Mr. Culp further remarked that the county actually controls less because most of the county is incorporated or covered within the 2 mile radius outside an existing zoning district. He continued by stating that each one can decide and the county can be a patchwork with yes and no decisions. Mr. Thomas was told that the answer to his question is actually in the very first paragraph of the document in terms of jurisdiction. Mr. Culp stated that Tipton is a bad example in this situation because Tipton City and County are the same planning commission and they cover the entire county whereas Hamilton County is the exact opposite; with Hamilton County having probably 10 or 11 zoning jurisdictions. There was a brief discussion amongst the board about Tipton County and their lawyer fees.

Mark Thomas made a motion to table the Interlocal Agreement between Cicero and Jackson Township until the September Plan Commission meeting; Stephen Zell seconded the motion. All members present were in favor.





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President Strong asked the board to forward their questions to Mr. Culp or someone because at the end of the day they want to make sure that they make their recommendation on something that they, the board, feel comfortable with. Mr. Culp stated that Mr. Munoz had worked diligently on gathering information and the language because we wanted to make it reflect what it currently is; Mr. Culp went on to state that Mr. Munoz was a great help to both himself and his father. President Strong stated that in all fairness to Paul it has nothing to do with the wording or how things are spelled out it just giving everyone the opportunity to take it home and touch it, feel it, grasp it, and understand it and then if they have any questions to get those questions answered.

Mr. Munoz began discussing the Waterfront property. He stated that he had met with Mr. Boyd and his group earlier today. Their permitting through the state is still being processed but they were able to get their variance for the sprinkler system. Mr. Munoz stated that we have agreed to let them do exterior work until the state design release has been submitted and released. Mr. Munoz further stated that they now have a new project manager and he, Mr. Munoz, has been approached by all of the parties involved letting him know that they are taking this project over and that Mr. Boyd will still be involved but he will not be the lead. There will be new people that Mr. Munoz will be in contact with on a normal basis; they are making every effort to make sure that all lines of communication are open and that things are getting done in a timely manner. Mr. Culp asked if this was the result of the meeting with the fire marshal to which Mr. Munoz agreed. Mr. Munoz went on to state that all of the other members understand why things have not moved forward, they now realize that it is not our fault, and they are doing everything in their power to reconcile that the best they can. President Strong asked Mr. Munoz about the approval of the sprinkler system stating that it is not for the interior of the building...Mr. Munoz stated that it is not, it is for the 2 deck/patio roof structures that are going to go out over the patio. Mr. Munoz further stated that because they are a roof structure where they were planning on putting the room heaters and drop down curtains there was concern about those heaters potentially causing a fire and causing an issue and with the existing sprinkler system anytime you have anything on a roof you have to have it sprinkled; they applied for a variance so they do not have to sprinkle those outside units. Mr. Munoz continued that they will still have to do everything inside both those 2 deck structures do not have to be sprinkled. Mr. Culp added that those variances are not through the BZA...Mr. Munoz added that those are through the state. Mr. Culp continued that those are through the state and the fire marshal.

Mr. Munoz brought up the auto place on the south end of town stating that it was forwarded on to Mr. Culp and his father; they have since sent them a letter. Mr. Munoz continued that their legal council has come in to our office multiple times demanding things and we have met with them. He further stated that he believes that they now understand what they are doing and why they are doing it wrong. He went on to state that we are hoping that in the next 2 months that will be dealt with and it will be in front of the BZA or the business will no longer exist. Mr. Munoz stated that time tables were put in place to get things taken care of. Mr. Vondersaar brought up the auto mart on the east side of town; stating that they had poured more concrete for parking for more cars to be sold. Mr. Vondersaar further stated that they had 9 golf carts on SR 19 this week for sale. Mr. Munoz stated that he was not aware of this to which President Strong stated that Mr. Munoz had been gone when they



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started pouring the concrete. Mr. Vondersaar stated that Mr. Munoz should keep an eye on this location to which Mr. Munoz stated that he would take a look because there was a stipulation as to how many vehicles they could have. Mr. Vondersaar stated that they are now parking in the grass...Mr. Munoz stated that he believed they were supposed to have put up a fence as well. Mr. Culp stated that if they have poured more concrete there could be some issues with the drainage board...Mr. Munoz stated he would look into it.

Mr. Zell asked if there was something Mr. Munoz wanted to tell them about the article he had included in the packets. Mr. Munoz stated he had just wanted to give the board the opportunity to read it and see what other communities are doing. Mr. Munoz went on to state that this shows some of the things the Town is trying to accomplish with new ordinances, new architectural standards, new comprehensive plan and hopefully by the end of the year there will be a new branding logo for the community and really what we want to strive to be and focus on making that happen.

## 6. PRESIDENTS REPORT:

President Strong stated that he had been looking into the Chaudion Property for Mr. Lutz and after exhausting all avenues he did go back to 1999 minutes and basically it was approved, he mentioned that things were not done as well back then as they are today, but it was approved as an outdoor storage area however there was supposed to be a fence for the outdoor storage in back, as well as an outdoor flea market and they were looking at doing additional storage buildings but they could not do them because of drainage issues. President Strong stated that he was not able to get a more detailed answer and he apologized for that. He further stated that he had researched as far as he could and asked if Mr. Munoz had any other ideas; Mr. Munoz stated that he did not. President Strong said that Mr. Chaudion had gone as far as to try and use his box truck for signage and he was told that he could have a sign at the road but he had to leave his box truck X amount of feet from the road. President Strong went on stating that he knows that is probably not what Mr. Lutz wanted to hear but he is comfortable that they have researched and tried to give a fair answer. Mr. Martin asked Mr. Lutz what his specific question had been to which Mr. Lutz stated that it was more of a general question about the approval that Mr. Chaudion had when he came in for the sign and we asked questions...at that time it was understood that it had previously been approved to allow this business to operate in that fashion...Mr. Vondersaar asked if there were time limits set...President Strong stated that unfortunately there were no time limits. Mr. Martin stated that he thought there had been a discussion about inventory and what he could put out front to which Mr. Vondersaar stated that it was brought up and they were comfortable with his answer so they had let it go and did not get it in writing. It was asked if we still had the audio of the meeting to which President Strong stated that he could not answer that but it was under the BZA, SU-0001-02, President Strong stated that it was probably in 2000 for an outdoor commercial storage area/indoor mini storage building/indoor mini storage building (listed twice)/antique flea market-open air/antique auction area-open air/grass parking area and that was in regards to the 6.8 acres. President Strong stated that after this he could not come up with anything else via the Planning Commission from the minutes that he currently has or the BZA. However, he did read in one of the BZA minutes after this where they did talk about it and Mr. Chaudion had said he was not going to do the mini storage buildings until he researched on the



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drainage and he never did come back to propose it. Mr. Culp asked when that hearing was to which President Strong stated April 14, 1999. Mr. Vondersaar stated that the last hearing that they had had was just a couple years ago when he came back...Mr. Lutz stated that that was when he came for the building and signage to which President Strong agreed. Mr. Martin stated that there had also been a discussion about what he had out for sale and how it would be presented; it was discussed if it was inventory or...Mr. Vondersaar stated that they had asked if most of it would be on the porch and Mr. Chaudion had remarked that it would be with a couple of things out in front. Mr. Lutz remarked that it would be interesting if we still had that audio we are speculating on what was said but...Mr. Munoz stated that he probably still has it. Mr. Munoz went on to explain how everything on the present recorder has been downloaded off, this is the recorder we have used for the last 2 years, he can check with those but everything else is on disks and he would have to go back through and try to manipulate through them. Mr. Vondersaar stated that you would just have to look for the meeting to which Mr. Munoz agreed however he does not know how many meetings on each of the disk. Mr. Martin asked a question about the duration of approvals and if that is something that they need to start including in the motion...Mr. Vondersaar stated yes...or just a standard that is approved for certain months...Mr. Vondersaar stated that he believes it should be case by case. Mr. Munoz responded by stating that it would have to be case by case because as of right now the ordinances state that any Plan Commission or Zoning approval runs contingent with the property until either the condition is no longer viable because ordinances change or they update it and it's no longer nonconforming. Mr. Vondersaar asked about the property being sold to which Mr. Munoz stated they would have to put that stipulation in. Mr. Culp used the example of Community Bank, it was approved in 1989 and he was contacted 2 years ago to see if it was still valid, he went back to search the minutes and there were no time limits given so it was still valid. Mr. Thomas asked if they could change that ordinance to which Mr. Munoz stated that he believed that to be a state statute to where they are contingent unless they become...Mr. Culp replied that they can on a case by case basis because you may have someone come in here that wants to start a winery, Madison County did, and it's going to take them 5 years to get it to where they can open and so timelines can be set based on how long it's going to take them to get there for them to comply. Mr. Culp continued by saying that that gives lots of flexibility in terms of setting those kids of conditions. President Strong stated that the BZA is doing a very similar thing with any of their projects. Mr. Thomas asked if it can be put in the application process, have it written down exactly how much time they have to put their sign in. Mr. Munoz replied that permits are already specified that way that you have 4 months to begin a project and you have either a year or 18 months to complete it. He continued that sign standards are set up the same way, you have a certain amount of time to begin what you applied for but variances/development standards once they are approved by the board if no stipulation is put on there at approval time they run with the property. Mr. Vondersaar stated that even with signs can you put it's good for 6 months or a year or come back and see us. Mr. Vondersaar further stated that if someone is doing a sign they shouldn't be waiting that long. Mr. Lutz stated that you don't want to rush anyone to which Mr. Vondersaar agreed however he said if they are getting a sign permit they probably want to put a sign up. Mr. Culp said he would suggest that they say they must apply for their permit...Mr. Vondersaar added within X amount of months. Mr. Culp agreed stating they can ask them what their time frame is and then tie it to the permit so if they say 90 days then they must apply within 90 days and then once they have that permit that triggers everything in



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the current statute. President Strong stated that he was trying to get some more detail, the grass parking was approved and some of the details...Mr. Vondersaar stated that for the third time they are talking about time limits so he thinks they need to consider adding time limits in. Mr. Vondersaar continued stating that Brett Morrow had sent in a letter with Steve Stackhouse stating that Mr. Stackhouse could speak on his behalf however there was not a letter for Ms. Leininger...it was stated that she does not own the building...and we approved it; Mr. Vondersaar continued that we just need to remember...Mr. Munoz stated that he thought of it as if the applicant could not be here they give permission for someone else to speak on their behalf; the applicant was here for the hair salon. Mr. Munoz continued by stating that he does agree; she does not own the building and he probably does need to address that next time. Mr. Culp stated that he thought that she was the applicant and the owner; he was unaware that she did not own the property. Mr. Munoz stated that on variances we've always gotten it but on aesthetic reviews...discussion by board...Mr. Vondersaar stated that he thought they had discussed it before when applying for signs on someone else's building we would get them; because it started with the preschool...discussion by the board.

## 7. LEGAL COUNSEL REPORT:

None

## 8. PUBLIC COMMENT:

None

## 9. COMMENTS FROM COMMISSION MEMBERS:

None

## 10. NEXT PLAN COMMISSION MEETING:

**September 10<sup>th</sup>, 2014 @ 7:00 p.m.**

## 11. ADJOURNMENT:

Paul Vondersaar made a motion to adjourn and David Martin seconded the motion. All members present were in favor and the meeting was adjourned at 7:56 pm.



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***Signature on Official Documents!***

\_\_\_\_\_  
Dan Strong, 2014 C/JT Plan Commission - President

\_\_\_\_\_  
Paul Vondersaar, 2014 C/JT Plan Commission - Secretary

\_\_\_\_\_  
Sally Mangas, C/JT Plan Commission - Recorder

Date: \_\_\_\_\_

Location:

Cicero Town Hall  
70 N Byron Street  
Cicero, IN 46034