



**TOWN OF CEDAR LAKE – PLAN COMMISSION
PUBLIC MEETING MINUTES
October 16, 2019 - 7:00 P.M.**

Call to Order (Time): President Greg Parker called meeting to order at 7:00 p.m.

Pledge to Flag

Roll Call:

Present Heather Dessauer
Present Chuck Becker
Present John Kiepura
Present John Foreman
Present Richard Sharpe
Present Jerry Wilkening

Present Greg Parker
Present Donald Oliphant, Town Engineer – CBBEL
Present David Austgen, Town Attorney
Present Tim Kubiak, Director of Operations
Present Michelle Bakker, Building Administrator
Present Sarah Rutschmann, Recording Secretary

MINUTES:

Motion by John Kiepura and seconded by Chuck Becker to approve the September 18, 2019 Public Meeting and October 2, 2019 Work Session meeting minutes.

Motion: John Kiepura --1st Chuck Becker --2nd

Heather Dessauer	Chuck Becker	Jerry Wilkening	John Kiepura	Richard Sharpe	John Foreman	Greg Parker	Vote
YES	YES	YES	YES	YES	YES	YES	7-0

OLD BUSINESS:

1. Papiese – 1-Lot Subdivision

Owner/Petitioner: Richard & Karen Papiese, 9710 Genevieve Dr., St. John, IN 46373
Vicinity: 8029 Lake Shore Dr., Cedar Lake, IN 46303
Legal Description: PT. E2. NE. S.22 T.34 R.9 .58 A
Tax Key Number(s): 45-15-22-288-004.000-014

Request: Petitioner is requesting a Preliminary Plat for 1-Lot Subdivision

Deferred monthly from June 19, 2019 Public Meeting to October 16, 2019

1. Petitioner's Comments: Mark Cladis, attorney representing Richard and Karen Papiese, and Frank Opiola, Richard and Karen Papiese's son are present tonight. Cladis noted Richard and Karen could not be present tonight as they are in Vienna, Austria for a medical procedure for a serious medical condition for Richard. Cladis stated Papiese had contracted Torrenga to obtain the necessary documents for the application. Plat of Survey was completed in July. After meeting to discuss the egress, they are negotiating to purchase the parcel to the north. Cladis stated Karen obtained a topographical survey on 8029 and 8025. There was elevation concern noted. He stated they are awaiting drainage and water route documents. Cladis stated they were present tonight to ask for a deferral to November and that Frank was available for any questions.
2. Town Engineer's Comments: Oliphant stated he had just received the document and no preliminary plat yet and will be determined when the couple decides which route to go.
3. Building Department Comments: Kubiak stated his concern for the ingress/egress in the road.

4. Commission's Discussion: Foreman extended his hope that everything goes well with Richard's health. Foreman suggested deferring the issue until January to give them more time to make the decisions on their plan and address the concerns of Richard's health. Opiola confirmed for Wilkening that the plan for the home and garage to be torn down. Austgen stated that for purposes of due process, the Notice for Public Hearing was in June and advised re-advertising for fairness of the neighbors. Parker noted his hope for the client's health to improve.
5. Commission's Decision: John Foreman made a motion, seconded by Chuck Becker to defer to the first meeting in January. After legal advisement from Austgen, Foreman amended the motion to reflect February instead of January, as well as the need to go back out for advertisement; Becker seconded the change.

Amended Final Motion: John Foreman --1st Chuck Becker --2nd

Heather Dessauer	Chuck Becker	Jerry Wilkening	John Kiepora	Richard Sharpe	John Foreman	Greg Parker	Vote
YES	YES	YES	YES	YES	YES	YES	7-0

NEW BUSINESS:

1. Monastery Woods South Maintenance LOC – Expires 10/29/19 - \$130,172.97

1. Petitioner's Comments: Jack Slager with Schilling Development was present tonight representing Monastery Woods. Slager stated he was not present at the last meeting but that Jack Huls represented on their behalf. Slager stated what they suggest is what they feel is right and do not feel responsible for what they did not put in and indicated they have legal opinion that backs that up. Slager stated if they were forced to do that, they would challenge it.
2. Town Engineer's Comments: Foreman asked Oliphant if the expenses for repairs were broken down into units. Oliphant stated they were not broken down by unit. Foreman asked for an estimated cost, with Dessauer asking Oliphant to clarify that it was not just road work needing completed. Oliphant stated repairs included curbs, sidewalks, and underground issues as identified by Public Works. He stated an estimate was figured since the last meeting and it came out to \$131,900. Oliphant clarified for Foreman that no reduction was done; it was the end of the three year term and the Maintenance LOC was coming due. Oliphant stated the original owner had filed bankruptcy and the ownership reverted to the bank. What was left out there, was incomplete infrastructure and permits. In order for the Schillings to put the binder coat on, Oliphant indicated they had to do substantial repairs to the binder. He stated this was an old pavement section that was finished and most of the failures are closer to the curb, which is likely to be thinner and not considered to be horribly out of place. Oliphant replied to Foreman that they would do partial, full-depth replacements which would amount to 3" replacement.

Upon reconvening (mentioned below in #4), Parker asked Oliphant for his opinion. Oliphant stated he sees both sides of the situation but feels it is a policy decision. Oliphant stated he had another item that may complicate matters stating he was not sure if it was replatted because on the county GIS it includes Grasselli, which is included in the 22A well. He stated he did not know if it was replatted to re-subdivide some of the multifamily lots. Austgen stated it does show additional ambiguity. Austgen asked Oliphant if Schilling had not come along and handled the infrastructure when they bought the lots, would they have been able to be issued building permits; Oliphant stated no. Austgen noted they needed the infrastructure to build the homes. Oliphant stated they could not put structures on unimproved land.

3. Building Department Comments: Upon the reconvening (mentioned below in #4), Kubiak stated he felt they hold them accountable for phases 2, 3 and 4. He noted the repairs completed 3 years ago were to standard and that this was a unique situation. Foreman agreed with Kubiak.

4. Commission's Discussion: Kiepura gave an overview of the October 2 meeting recap noting members felt that they purchased the subdivision and everything in it including the liability and assets of it. He stated they felt they were liable for the repair and maintenance Phase 1 section as well as everything they have developed. Foreman asked Slager if repairs were done when they first purchased. Slager stated they had done repairs and bought into it and proceeded to develop the area. Slager stated the bond does not specifically denote Monastery Woods Units 2, 3 & 4. He believed that was what the bond was for – those 3 units. He stated that he felt it stuck with repairs they did not develop and does not feel they should be responsible for it. Parker asked Austgen if he had seen something like this in the past and what happens. Austgen stated the money is used by the municipality to take of the circumstances unless the developer takes care of it themselves before the expiration. Multiple discussions took place on extension by board agreement, developer responsibility/liability, weather limitations, and the urgency of an answer moving forward to draw on the letter of credit. Kiepura asked Austgen legally at this point who was responsible for the repairs. Austgen stated in his opinion, legally it would be the developer who is responsible. Kiepura stated the LOC did not specify phases and was general. Foreman asked if they had completed development. Slager stated there are no empty lots. Foreman asked Slager of the \$130,000, what he felt they were comfortable with; Slager stated about half, noting they were comfortable repairing any of the items in Units 2, 3 and 4. After legal review of the LOC with Austgen, Parker asked Slager why they would have a LOC if it was not binding. Slager stated it was required during development but felt it should have indicated the different Units. Parker told Slager the company had a good reputation and what was another \$50,000 more if it meant everything was done right. Slager stated they had already repaired it in 2013 at 7 years old with substantial repairs totaling over \$100,000 in unit 1. Slager expressed his frustration in the request to repair this area again 6 years later and wondering when it would end. Foreman felt Slager had a legitimate argument.

Austgen reviewed the LOC, indicated it clearly says Monastery Woods and does not denote specific phases. It clearly states October 29, 2016 was when it was to be drawn and the new expiration date was noted as October 29, 2019. He indicated he knew it was standard practice for developers who are experienced and knowledgeable, like Jack, on behalf of their company, to come in and request reductions. He stated that did not happen in this instance. He stated it was a valid letter of credit. Austgen suggested review of the October 2016 minutes and agenda. Foreman directed Bakker to pull the agenda and minutes from October of 2016. While Bakker searched for the items, the board suggested they move on to the next time to keep the meeting moving then return.

After Ledgestone Performance LOC was voted upon, members revisited Monastery Woods South. Austgen felt that documents Bakker had provided for review did shed light in that it is not descriptive of the phase 2, 3 and 4 despite there being a lot of discussion. Slager stated that the board has reference a few times that Schilling was the developer. Slager clarified they were not the developer of Unit 1. He stated he did not disagree that the developer be held responsible for maintenance. Parker stated someone has to be responsible other than the taxpayers of Cedar Lake. After much discussion, Parker stated an agreement would be much more palatable than having to pull on the letter of credit. Austgen stated there was an additional theme running through the previous minutes in that there was a deadline then. He noted Scott Zajac was present according to the minutes of October 2016 and did not object then to the issuance of that maintenance bond. Kiepura noted his concern about the cost that the taxpayers of Cedar Lake would incur or if it did not get repaired.

Wilkening asked Oliphant how the first inspection different from the second. Oliphant stated that at the time, they only inspected the pavement because they wanted to put surface down. Slager indicated they had also gone in and completed repairs to the retention ponds as well.

Kiepora asked if the letter of credit could be extended. Austgen stated it could be if agreed upon. Kiepora stated he did not want to rush a decision that would be bad for Slager or the Town. Foreman indicated he felt that Schilling operated in good faith and they went above and beyond to fix what they were told to fix. He stated in light of fact that this developer has additional neighborhoods in the community, he felt it advantageous to negotiate or work on a deal tonight. Wilkening asked Foreman if Schilling was obligated when they purchased it. Foreman stated he did not feel they were because they purchased the lots, not the finishing of the subdivision and there was no known agreement upfront to clarify. Parker stated that he wanted to rely upon the legal opinion of Austgen to set a precedent and asked for direction. Austgen stated he was not able to do that; they had heard the dialogue; it was a policy decision to be made by the Plan Commission; they have ability to waive regulations, terms, and provisions of the ordinance; and solely based on legal matters not being addressed, noting several Town Council members present, where the money was and finishing so that there was not a patchwork neighborhood. Slager stated there were no items in urgent need of repair and that the only reason for inspection is the expiration of the maintenance bond. Foreman asked Oliphant, Kubiak and Slager if they had a clear understanding of what was referred to as Unit 2, 3 and 4 and agreement; all parties agreed. Becker addressed Slager stating he made an investment buying the property in that development noting with any investment you take a risk of making money or losing money and in turn need to take the responsibility that comes with that. Slager stated they did for 3 years, not intending for it to be 13 years. Parker asked for Austgen's opinion. Austgen stated it appears they could not have built their development buying the lots without having the infrastructure constructed in conformance with our codes, so it would seem that they are responsible.

John Foreman made a motion for Schilling to be accountable to repair the areas of sections 2, 3 and 4 as defined by Oliphant and Kubiak. Kiepora asked Foreman if he felt he was doing what was best for the residents Town by taking \$65,000 out of their pockets. Foreman stated he thinks that if we had a fly by night organization that would walk away and never be seen again, it would be a different story. He believes that we would get that back exponentially on future developments by making sure that things are spelled out and defined and in the end, the benefits to the community would be more than the dollar amount given up on future roads, properties, etc. Kiepora noted that the developer probably got the development at a great price and were able to line their pockets, turning a pretty penny on the homes they built in that subdivision. After the motion failed, Austgen recommended a parameter for clarity sake to Foreman if he chose to make a new motion. Multiple discussion took place regarding possibility of an extension for 30 days. Slager stated he felt the item was not moving anywhere, did not feel there would be a change in 30 days and noted he did not know of anyone who would warranty something for 13 years that they did not build. When Wilkening asked Slager who put the final coat of asphalt in, Slager responded, "We did." Slager asked Oliphant to review prior GIS to determine what was installed at that point. Dessauer interjected she saw a lot of problems with this situation. Wilkening stated he did not like doing these kind of things in the 11th hour; Parker agreed. Dessauer addressed Slager stating that the letter stated verbatim Schilling Development took over this development. Slager stated he finished the development, but does not understand how they can be expected to warranty something for 13 years. Slager stated he did not think there would be \$100,000 of repairs from phase 1 on the punch list that was just repaired six years ago. Oliphant stated he stands by his list, stating the situation is unique and unusual. Dessauer asked if this has ever happened before; Foreman and Parker both stated not that they could recall. Becker stated that if you buy a used car or used house, you're still responsible to fix it and feels this situation is no different.

5. Commission's Decision:

John Foreman made a motion to hold Schilling accountable for sections 2, 3 and 4 to the proper specifications according to the list as defined by Oliphant and Kubiak. Parker called for a second. No second made. MOTION FAILED (for lack of a second).

Motion: John Foreman --1st none --2nd

Heather Dessauer	Chuck Becker	Jerry Wilkening	John Kiepura	Richard Sharpe	John Foreman	Greg Parker	Vote
-	-	-	-	-	-	-	Failed

John Foreman made a motion, seconded by John Kiepura, that the developer be responsible for units 2, 3 and 4 with the infrastructure per the punch list developed by Oliphant, agreed upon in 5 business days, noted as October 23 also agreed upon by Slager, Kubiak, Oliphant and Public Works or that we pull on the letter of credit in 5 business days. MOTION FAILED.

Motion: John Foreman --1st John Kiepura --2nd

Heather Dessauer	Chuck Becker	Jerry Wilkening	John Kiepura	Richard Sharpe	John Foreman	Greg Parker	Vote
NO	No	NO	YES	NO	YES	NO	5-2

Chuck Becker made a motion, seconded by Heather Dessauer, to pull the letter of credit.

Motion: Chuck Becker --1st Heather Dessauer --2nd

Heather Dessauer	Chuck Becker	Jerry Wilkening	John Kiepura	Richard Sharpe	John Foreman	Greg Parker	Vote
YES	YES	YES	NO	NO	NO	YES	4-3

2. Ledgestone Performance LOC – Expires 11/15/19 - \$896,843.45

1. Petitioner's Comments: Jack Huls from DVG represented Ledgestone stated he was requesting a reduction to 25% to \$529,858.31.
2. Town Engineer's Comments: Oliphant clarified to Kiepura regarding the stock pile of dirt that there was enough money left in the surety and building permits that would be held if that pile is not moved. He stated there is significant leverage to have it moved by a certain date, which is tied to a certain amount of permits.
3. Building Department Comments: Kubiak stated he had nothing to report.
4. Commission's Discussion: Kiepura asked about the waivers previously discussed. Huls stated the developer has chosen not to go with them.
5. Commission's Decision: Jerry Wilkening made a motion, seconded by Heather Dessauer, that the letter of credit be reduced to \$529,858.31, and amended the motion to include the recommendation from Oliphant that if not submitted by the November 15, 2019 expiration, that the Town Attorney be authorized to pull the LOC, then amended the motion again to include the date of November 12, 2019 as the date to have authorization to pull the LOC.

Amended Final Motion: Jerry Wilkening --1st Heather Dessauer --2nd

Heather Dessauer	Chuck Becker	Jerry Wilkening	John Kiepura	Richard Sharpe	John Foreman	Greg Parker	Vote
YES	YES	YES	YES	YES	YES	YES	7-0

3. Lakeside Unit 1, Block 2 Performance LOC – Expires 12/07/19 - \$165,546.21

1. Petitioner's Comments: Jack Slager with Schilling Development was present tonight representing Lakeside. Slager stated they would like to convert the Performance LOC to a Maintenance LOC. In order to do so, they would need to put down the final coat of asphalt. He stated the Town's ordinance requires 80% build out before they allow putting down the finish coat and they would like to be able to do that before winter. They are currently about 75%, noting they are about 5 homes short of the 80%. He stated this would allow them to move into the Maintenance LOC before the Performance LOC expires. He is requesting a waiver for this reason.
2. Town Engineer's Comments: Oliphant agreed the binder was in good condition and stated it is ready to receive the final coat, if the board so chooses to waive the 80% rule. He stated they would return in November for the LOC vote.
3. Building Department Comments: Kubiak agreed with Oliphant.
4. Commission's Discussion: None.
5. Commission's Decision: Jerry Wilkening made a motion regarding Lakeside Unit 1 Block 2, seconded by Heather Dessauer, to grant the waiver the 80% rule for top coat.

Motion: Jerry Wilkening --1st Heather Dessauer --2nd

Heather Dessauer	Chuck Becker	Jerry Wilkening	John Kiepora	Richard Sharpe	John Foreman	Greg Parker	Vote
YES	YES	YES	YES	YES	YES	YES	7-0

4. Lennar Homes – Final Plat for Rose Garden Estates

Owner/Petitioner: Lennar Homes, 1141 East Main St, Ste. 108, East Dundee, IL 60118
 Vicinity: 14325 Wicker Ave, Cedar Lake, IN 46303
 Legal Description: NW NE & N.330FT. OF SW NE & N.330FT. OF SE NW E. OF NYC.RR S.33 T.34 R.9 51.50 91038509
 Tax Key Number(s): 45-15-33-200-001.000-014

Request: Petitioner is requesting a Final Plat Phase 1 for Rose Garden Estates

1. Petitioner's Comments: Present tonight are Scott Guerard of Lennar Homes, Ryan Martin of Mackie Consultants, Bill Robinson of Lennar Homes, Rich Olson from Gary R Weber Associates and Jim Wieser from the law office of Wieser & Wylle LLP. Wieser reviewed with the board items they have been working on with the engineer and staff and are present tonight requesting the final plat for Phase 1 of Rose Garden Estates. Wieser stated they had a letter of credit at six million dollars which he and Austgen had been working on. He stated they brought the Mylar with them but found out there are a couple minor changes needed. He stated if they are final plat approved, those corrections can be made and the Mylar submitted in a few days. Wieser stated the group was present tonight for any questions the board might have.
2. Town Engineer's Comments: Oliphant stated the PUD document had been back and forth with making corrections but they had not seen a final copy, just draft copies; Austgen stated he had the final copy. He felt the letter of credit items were in order. He stated there was a last minute change to the plat. Oliphant stated one comment that was not addressed was with the agreement between the Town of Cedar Lake and Lennar regarding the sanitary lift station property at 141st that would be deeded to the Town. He stated in the letter that went out today at 4:30pm, a variation in the Mylar and Plat regarding the pool house property to have a separate lot with address for the aeration facility. Oliphant stated if granting approval tonight, the 3% inspection fee came out to \$165,482.63, performance letter of credit of \$6,067,696.25 and \$2,000 MS4 fee.

Guerard stated they would drive the remaining balance and the Mylar with corrections to the Town. Wieser clarified the check was originally cut based on the original calculation, which was then increased, stating the check that will be brought will be the difference between the two. Austgen stated the check was mailed first class with no cover letter and upon the Town receiving the incorrect amount, he advised the Town to not hold onto it. The original check was driven to Wieser. Oliphant commented there had been some small variations in design standard on the plat. Guerard stated he had driven the changes to Bakker yesterday. Oliphant asked members to take reference to the October 16, 2019 letter sent at 4:30 or 5:00 pm today. Austgen stated that any action should be contingent upon Oliphant's comments.

3. Building Department Comments: Bakker and Oliphant spoke with Martin regarding the address for the pool house. Oliphant told Martin it could be indicated as a note. Bakker noted an issue on parcel numbers, one name and a date on the final PUD document.
4. Commission's Discussion: Foreman asked if they see landscaping plans at this point. Oliphant stated they had submitted landscape plans as part of the submittal. Bakker stated a new Exhibit E had been included to show the pool and splash pad as a separate entity. Wilkening asked Oliphant if his only issue with the PUD was the things not matching. Oliphant stated yes with Wieser stating they had been corrected but Oliphant had not seen it yet as it had been submitted to Bakker. Austgen stated if a motion made tonight, he felt in addition to the engineering and staff items, he wanted to let the board know that the Town Council last night, awaiting your recommendation, anticipated and acted upon the letter of credit in the amount of \$6,067,696.25 in the event the board concurred and felt it was the accurate amount for this project. He said that would be subject to expressed writings of the town engineer, legal review, and the record reflects Plan Commission approval of the same. Secondly, it be contingent upon the sewer reimbursement agreement which is in the body of the PUD contract to be completed and processed so that the detail is included in that part of the PUD that the Town agreed upon earlier this year. The parcel and infrastructure should be conveyed to the Town per the discussion in the last communication. He stated the comment he made about the contingency in that is that completion acceptance of the sewer reimbursement agreement be approved by engineering and legal be a condition. Additionally, the recommendation of approval of the PUD contract by the Plan Commission for the Town Council would an appropriate condition, along with details matching PUD and plat details so that the documents match and any comments from staff. There should also be compliance with all town, county, state, and federal rules, regulations, and requirements. Austgen stated Bakker has done an incredible job staying on top of things and managing this project. Austgen stated there were two letters of credit, indicating that Lennar banks with Bank of the West but that for purposes of service and notice People's Bank in Munster will be the partner for service of notice and draw requests.
5. Commission's Decision: Jerry Wilkening made a motion, seconded by Chuck Becker, to grant approval for final plat phase one Rose Garden Estates with the contingencies read by Austgen, approvals from Oliphant, corrections, approval by our Building Department and Public Works and any other governing body that has jurisdiction, approval of the PUD contract, and approval of the letters of credit.

Motion: Jerry Wilkening --1st Chuck Becker --2nd

Heather Dessauer	Chuck Becker	Jerry Wilkening	John Kiepura	Richard Sharpe	John Foreman	Greg Parker	Vote
YES	YES	YES	YES	YES	NO	YES	6-1

After the Gluth portion finished, Bakker stated she wanted to return to the Lennar Rose Garden Estates that she had a note that the ratification of the certification needs to return to the Town Council. Austgen stated he believed that was included in one of the items he suggested in his list.

5. Gluth – 1-lot Subdivision

Owner: Brian & Mary Gluth, 1536 Muirfield Dr., Dyer, IN 46311
Petitioner: Brian Gluth, 1536 Muirfield Dr., Dyer, IN 46311
Vicinity: 9505 W 126th Pl, Cedar Lake, IN 46303
Legal Description: Pt. W.1/2 NW.1/4 S.22 T.34 R.9 & Pon & Co's Schubert Lake Acres Lots 23, 24, & 25
4.849 Tot. Ac. (1.121 Land 3.728 Lake)
Tax Key Number(s): 45-15-22-152-001.000-014

Request: Petitioner is requesting a Preliminary Plat for a 1-Lot Subdivision

1. Attorney Review: Austgen stated legals were in order.
2. Petitioner's Comments: Glen Boren, land surveyor with DVG, was present on behalf of the Gluths. Boren reviewed the Gluths purchased multiple pieces of property that had been combined into one tax key number that consisted of five lots, a meets and bounds property and also a portion of 146th Place, which since has been vacated through the Town Council. The purpose of this plat is to conform to town ordinances and create a 1-Lot subdivision that will allow them to build a new house. Boren stated 80-90% of the property is consumed by the lake, stating on the survey as point on said/underwater. Since two weeks ago, Boren said the changes include engineering review comments including adding a 30 foot building line, consider front lot with access to 126th Place, which was added. Boundary survey had been completed since then and located some utility poles and retention wires on west side. It was felt that it was in best interest to add a 10 foot easement. He said another request was because Woodland Drive is not centered and all over the place and close to the property line as it exists, the recommendation was to dedicate more north to allow the road to have more space on either side, which is noted as "hereby proposed to be dedicated." Boren stated they had submitted for the final plat and it had been reviewed by Oliphant as well.
3. Town Engineer's Comments: Oliphant stated both preliminary and final plats are in order and the engineering waivers referred to are typical for a 1-lot subdivision. The waivers would be waiving of sidewalk improvements, widening of 126th and Woodland drive, and waivers for retention wires.
4. Building Department Comments: Kubiak stated he agreed with the above comments.
5. Remonstrators: Parker called for any remonstrators for or against. After no remonstrators, Parker called the Public Meeting closed at 8:50 pm.
6. Commission's Discussion: No comments from the commissioners. Austgen recommended, if there is action, the waiver should be acted on first then the primary plat and recommended the motions be separate.
7. Commission's Decision:

John Foreman made a motion, seconded by John Kiepora, to waive the items Oliphant mentioned as referenced in the report October 16, 2019 Preliminary Plat Review 3.

Motion: John Foreman --1st John Kiepora --2nd

Heather Dessauer	Chuck Becker	Jerry Wilkening	John Kiepora	Richard Sharpe	John Foreman	Greg Parker	Vote
YES	YES	YES	YES	YES	YES	YES	7-0

Jerry Wilkening made a motion, seconded by Richard Sharpe, to approve the petitioners request for Preliminary Plat for 1-Lot Subdivision.

Motion: Jerry Wilkening --1st Richard Sharpe --2nd

Heather Dessauer	Chuck Becker	Jerry Wilkening	John Kiepura	Richard Sharpe	John Foreman	Greg Parker	Vote
YES	YES	YES	YES	YES	YES	YES	7-0

Request: Petitioner is requesting a Final Plat for a 1-Lot Subdivision

John Foreman made a motion, seconded by Chuck Becker, to waive the rule and approve the Final Plat for 1-Lot Subdivision and amended the motion to include the Mylar be held for 30 days pending any remonstrance or court proceeding.

Motion: John Foreman --1st Chuck Becker --2nd

Heather Dessauer	Chuck Becker	Jerry Wilkening	John Kiepura	Richard Sharpe	John Foreman	Greg Parker	Vote
YES	YES	YES	YES	YES	YES	YES	7-0

6. Summer Winds Residential – Preliminary Plat Extension

Owner/Petitioner: Waterford Place, LLC – Tim Dinga, 40 E. Joliet St, Ste. 1B, Schererville, IN 46375
 Vicinity: King St., south of 133rd Ave
 Tax Key Number(s): 45-15-28-203-001.000-014

Request: Petitioner is requesting a Preliminary Plat Extension for Summer Winds

1. Petitioner's Comments: Jack Huls from DVG and Brad Lambert were present representing the petitioner. Huls stated the ordinance states that upon platting of final unit, the primary plat is extended for another 12 months. They had platted unit 1 & 2 and the expiration is coming up soon. They were requesting an extension and applied for the final plat for unit 3 making sure that they do not need to return or miss something. Lambert stated 7 homes had been constructed, 12 lots sold and 5 duplexes.
2. Town Engineer's Comments: Oliphant indicated no comment.
3. Building Department Comments: Kubiak indicated he had nothing.
4. Commission's Discussion: No comments from the commissioners.
5. Commission's Decision: Jerry Wilkening made a motion, seconded by Chuck Becker, to grant the petitioner Preliminary Plat Extension for Summer Winds for 12 months.

Motion: Jerry Wilkening --1st Chuck Becker --2nd

Heather Dessauer	Chuck Becker	Jerry Wilkening	John Kiepura	Richard Sharpe	John Foreman	Greg Parker	Vote
YES	YES	YES	YES	YES	YES	YES	7-0

7. Summer Winds Commercial (Airport Heights Lot 6) – Rezone

Owner/Petitioner: Summer Winds Commercial, LLC, 11125 Delaware Parkway, Crown Point, IN 46307
 Vicinity: 10201 W. 133rd Ave., Cedar Lake, IN 46303
 Legal Description: AIRPORT HEIGHTS ALL L.6

Tax Key Number(s): 45-15-28-201-005.000-014

Request: Petitioner is requesting a Rezone from R-T (Residential Two Family) to B-1 (Neighborhood Business)

1. Attorney Review: Austgen stated legals were in order and public hearing may be conducted.
2. Petitioner's Comments: Jack Huls from DVG was present representing the petitioner. He stated this lot 6 was north of the Summer Winds Residential project was included in the purchase of the parcel originally. Prior to his owning that, it was zoned B1, then changed to RT to match the rest of the zoning. It was decided to keep things into alignment, they are looking to rezone back to B1 for the business.
3. Town Engineer's Comments: Oliphant had no comment.
4. Remonstrators: Parker called for any remonstrators for or against. After no remonstrators, Parker called the Public Meeting closed at 9:04 pm.
5. Building Department Comments: Kubiak stated he agreed it should be rezoned to business.
6. Commission's Discussion: Foreman stated he liked the business zoning as it contributed to TIF district and tax dollars. Foreman, Huls, and Lambert had discussion regarding Redevelopment Commission's working on putting in a light/3-way intersection and crosswalk at the corner. Lambert stated he agreed to have dialogue with RDC or Town Council. Austgen stated Lambert and Huls should be expecting to hear from RDC or Town Council leadership.
7. Commission's Decision: John Foreman made a motion, seconded by John Kiepura, to give favorable recommendation to the Town Council to rezone from RT to B1 Summer Winds Commercial (Airport Heights Lot 6).

Motion: John Foreman --1st John Kiepura --2nd

Heather Dessauer	Chuck Becker	Jerry Wilkening	John Kiepura	Richard Sharpe	John Foreman	Greg Parker	Vote
YES	YES	YES	YES	YES	YES	YES	7-0

UPDATE ITEM:

1. **Zoning Ordinance Amendment:** Bakker stated she has spent many hours this past week reviewing and updating this document. She said the review from 2015 is similar and she has many questions needing direction and feedback. Dessauer asked if the list could be sent to members to review prior to the next meeting. Bakker stated that she could send this. She also indicated the zoning map had been completed with the assistance of Oliphant. Dessauer asked about a timeframe and she and Foreman suggested the direction/questions Bakker mentioned be addressed at the next meeting.
2. **As-Built Ordinance:** Austgen stated he is working on this.
3. **Hanover High School Lighting/Jane Ball Lighting:** Oliphant indicated there was nothing new.

November Meeting:

1. **Summer Winds Commercial LLC – Development Update**
2. **Summer Winds Residential Unit 2 Performance LOC – Expires 12/20/19 - \$376,950.23**

Public Comment: None.

Adjournment: Meeting adjourned at 9:14 pm

Press Session:

Next Meetings: Plan Commission Work Session – November 6, 2019 at 7:00 p.m.
Plan Commission Public Meeting – November 20, 2019 at 7:00 p.m.

Chuck Becker

Heather Dessauer

John Foreman

Greg Parker

John Kiepora

Richard Sharpe

Jerry Wilkening

Attest: Sarah Rutschmann, Recording Secretary

The Town of Cedar Lake is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding accessibility of the meeting or the facilities, please contact the Town Hall at (219) 374-7400.