



CEDAR LAKE BOARD OF ZONING APPEALS MINUTES
CEDAR LAKE TOWN HALL, 7408 CONSTITUTION AVENUE, CEDAR LAKE, INDIANA
December 14, 2023 at 6:30 pm

CALL TO ORDER:

Mr. Bunge called the Board of Zoning Appeals meeting to order at 6:30 pm, on Thursday, December 14, 2023 with its members attending on-site. The Pledge of Allegiance was recited by all.

ROLL CALL:

Members Present Via Zoom: None. **Members Present:** Eric Burnham; Ray Jackson; John Kiepura, Vice Chairman; Jeff Bunge, Chairman. A quorum was obtained. **Also Present:** David Austgen, Town Attorney; Ashley Abernathy, Planning Director; and Cheryl Hajduk, Recording Secretary. **Absent:** Greg Parker

Approval of Minutes:

Mr. Bunge entertained a motion for the Minutes of November 9, 2023; a motion was made by Mr. Kiepura and seconded by Mr. Jackson to approve the same. Motion passed unanimously by roll-call vote:

Mr. Jackson Aye
Mr. Kiepura Aye
Mr. Bunge Aye

Mr. Burnham was present at the meeting at 6:32 pm

Old Business:

- 1. 2023-11 Olson Group Network LLC – Developmental Variance – 13920 Butternut Street
- Continued Public Hearing
Owner/Petitioner: Olson Group Network LLC, 2701 W. 45th Avenue, Gary, IN 46408
Vicinity: 13920 Butternut Street, Cedar Lake, IN 46303**

Mr. Bunge stated the first order of old business is for a Petition to allow the construction of a new residential house on an existing lot with a lot width of 70 feet and lot size of 5,971 square feet to be 11.86 feet from the front property line, to be less than 30 feet from the rear property

line, a reduction in the minimum garage size to approximately 226 square feet and a reduction in total house square footage to 1,472 square feet.

Mr. Michael Cash, 8322 Taft Street, commented this is for a new residential house on an existing lot. We have met all of the criteria for size, height, and garage. We are asking for a setback on the back part of the lot.

Mr. Burnham asked what is the setback going to be. Mr. Cash responded 23.59 feet. Discussion ensued regarding setbacks.

Mr. Kiepura commented they are requesting 23.59 feet setback, and 70-feet for frontage.

Ms. Abernathy commented with the amendment to the plan, they are requesting reduction in the rear yard setback to 23.59 feet, reduction in the width from 80-feet to 70-feet and reduction in size from 10,000 square feet to 5,971 square feet.

Mr. Bunge asked if there will be parking in the front. Mr. Cash commented there will be a two-car garage with parking out front.

Mr. Bunge asked will there be an access door in the back. Mr. Cash stated there will be a small concrete pad off of the right back side and that will be the patio.

Mr. Bunge asked what is the overall height going to be. Ms. Abernathy commented 21.8 feet.

Mr. Bunge asked if there were any remonstrators for or against this Variance. Seeing none; public comment is closed.

Mr. Austgen commented there was a remonstrance from Mr. Todd and Rebecca Hunt, 13926 Butternut Street from five months ago. Mr. Bunge commented one of their big things was the encroachment, no front yard, no parking for any kind of vehicles and general concerns.

Ms. Abernathy commented the major concern with the previous plan was not having any garage space and it being too close. We like that it will be moved back and meeting the minimum.

Mr. Jackson asked what is the square footage now for the garage. Ms. Abernathy responded 22 by 22 feet approximately for a total of 444 square feet.

A motion was made by Mr. Kiepura to approve the Petitioner's request for a backyard setback of 23.59 feet, a lot width of 70-feet and a lot size of 5,971 square feet per the Findings of Fact and seconded by Mr. Burnham. Motion passed by unanimously roll-call vote:

Mr. Burnham Aye
Mr. Jackson Aye
Mr. Kiepura Aye
Mr. Bunge Aye

2. 2023-35 Ranieri – Developmental Variance – 7528 W. 128th Court

Owner/Petitioner: Luigi & Camelina Ranieri, 915 Winston Drive, Melrose Park, IL 60160

Vicinity: 7528 W. 128th Court, Cedar Lake, IN 46303

Mr. Bunge stated that the next order of business is a petition requesting a Developmental Variance to allow the Petitioner to construct a 32-foot by 24-foot garage on a lot without a residential structure.

Mr. Luigi Ranieri, 915 Winston Drive, Melrose Park, IL 60160, commented he submitted the paperwork of the prints that his wife picked out for the house, along with the print of the garage and the Plat of Survey with the surveyor showing the structure on the new plot.

Mr. Bunge asked what is the time table of starting the principal structure. Mr. Ranieri commented in the Spring. Mr. Bunge asked when will the garage be built. Mr. Ranieri commented in the Spring and then we have one year to finish the garage and then build the house.

Mr. Bunge asked will there be a letter of guarantee or a surety bond to be requested that the house be started within a certain time frame. Mr. Ranieri commented whatever was needed is what we thought we are going to do.

Mr. Kiepura stated if this is approved, the permit will be pulled to build a garage prior to starting the construction of the home. According to our Regulations, there is a year to complete the project.

Mr. Kiepura asked when the garage is completed, when will the home building start. Mr. Ranieri commented he would get the permit after the garage is completed. Discussion ensued.

Mr. Burnham asked is there a minimum square footage needed. Ms. Abernathy stated it is 1,500 square feet for a single story or a by level, 1,800 for a story and a half. Mr. Burnham asked a ranch home needs to be 1,600 square feet. Ms. Abernathy responded in the affirmative.

Mr. Burnham commented on the proposal, the third house is not big enough. Ms. Abernathy confirmed a ranch home would need to be 1,500 square feet.

Mr. Jackson asked what is the square footage of the whole lot. Ms. Abernathy commented it is 100 by 100 square feet and then 25 by 75 square feet. Mr. Burnham commented the lot is big enough to have the garage and the house. Ms. Abernathy commented it is 11,875 square feet.

Mr. Bunge asked why the garage and house cannot be built simultaneously. Mr. Ranieri commented the funds are not readily available at this time. Mr. Austgen stated we cannot recognize fiscal or financial conditions or circumstances to consider a petition like this.

Mr. Kiepura asked why does the garage need to be built before the house. Mr. Ranieri commented it is a place to put things inside of a garage instead of leaving it out on the property. Discussion ensued regarding approving the building of a garage before a house.

Mr. Bunge asked if there were any remonstrators for or against this Variance. Seeing none; public comment is closed.

Ms. Abernathy commented there was concern from the building inspectors if the Variance is granted how to ensure that the primary structure will be built and how do we enforce that it will be built in the timeframe allowed. Discussion ensued regarding this Petition not being a hardship.

Mr. Austgen stated the Burden of Proof belongs to the petitioner and Indiana Code, 36-7-4-918.5 states Variances for developmental standards which that particular subsection requires proof that the strict application of the terms of the Zoning Ordinance will result in practical difficulties in the use of the land. Property can be used for a home like as it's zoned. It is a convenience factor in the need and desire to put items away.

Mr. Ranieri commented if we were just looking for a garage to leave as a garage, we would buy the piece of property that is in this area that has a garage and no home on the property. The property we purchased has four lots and we are building one home. Discussion ensued.

Mr. Bunge commented this is unique and have challenges and we as a Board have to deal with these types of situations as Petitioners come to us.

A motion was made by Mr. Kiepura to deny the Petitioner's request to build a garage per Findings of Fact being there is no hardship or difficulty involved in building the garage and seconded by Mr. Jackson. Motion passed by unanimously roll-call vote:

Mr. Burnham Aye
Mr. Jackson Aye
Mr. Kiepura Aye
Mr. Bunge Aye

3. 2023-36 Casa Bush LLC – Developmental Variance – 8602 W. 131st Avenue
Owner/Petitioner: Casa Bush LLC, 7310 Grand Avenue, Hammond, IN 46303
Vicinity: 8602 W. 131st Avenue, Cedar Lake, IN 46303

Mr. Bunge stated that the next order of business is a petition requesting a Developmental Variance to allow the Petitioner to install a 20-foot by 20-foot garage to be located approximately 2.5 feet from the east property line, 1-foot from the rear yard property line, 2.5 feet from the deck and 7.5 feet from the existing house on a legacy lot. Mr. Austgen advised we do not have legals for this.

Ms. Abernathy commented no one was present.

Ms. Abernathy commented there is a written remonstrance from Ms. Deborah Nelson. The letter is attached at the end of the minutes.

A motion was made by Mr. Burnham to defer this item to the January 11, 2024 meeting and seconded by Mr. Kiepura. Motion passed by unanimously roll-call vote:

Mr. Burnham Aye

Mr. Jackson Aye

Mr. Kiepura Aye

Mr. Bunge Aye

New Business:

1. Cedar Lake Storage – Variance of Use – 9019 W 133rd Ave.

Owner: Cedar Lake Storage LLC, 9019 W 133rd Avenue, Cedar Lake, IN 46303

Petitioner: Chris Porter, 405 N. Lafayette Street, Griffith, IN 46319

Vicinity: 9019 W. 133rd Avenue, Cedar Lake, IN 46303

Mr. Bunge stated that the next order of business is a Variance of Use to allow the Petitioner to amend the existing Special Use Variance for the indoor/outdoor storage at Cedar Lake Storage from an M-1 Zoning Classification to a B-2 Zoning Classification.

Ms. Abernathy commented Attorney Nathan Vis submitted a letter requesting a deferral to the January 2024 meeting as they are working through a rezone with the Plan Commission.

Mr. Kiepura asked why are they coming to this Board if they are going for a rezone. Ms. Abernathy commented because the original certification was made for them to have the indoor/outdoor storage in an M-1 Zoning District. If it is re-zoned to a B-2, the certification needs to correlate what the zoning is for the property. They need to come in front of the Board and ask for the Use Variance to go with it.

Mr. Kiepura asked what isn't allowed in the B-2. Ms. Abernathy stated indoor/outdoor storage is not allowed in a B-2.

Mr. Jackson asked does M-1 allow storage. Ms. Abernathy stated M-1 requires a Use Variance for every use according to the Zoning Ordinance.

Mr. Austgen stated that property has land use approvals that needs to conduct the business they propose on the approvals that were given. If it doesn't need a change, there is a process to go through for that, which is a public hearing before the Plan Commission and a certification to the Council. It's not certain why they are on this agenda other than ask for the explanation of the gatekeeping.

A motion was made by Mr. Burnham to defer this item to the January 11, 2024 meeting and seconded by Mr. Kiepura. Motion passed by unanimously roll-call vote:

Mr. Burnham Aye
Mr. Jackson Aye
Mr. Kiepura Aye
Mr. Bunge Aye

2. Price Point Builders – Development Variance – 12819 Cline Ave.

Owner: Price Point Builders, C/O Vis Law, LLC, 12632 Wicker Avenue, Cedar Lake, IN 46303

Petitioner: Nathan Vis, Vis Law, LLC, 12632 Wicker Avenue, Cedar Lake, IN 46303

Vicinity: 12819 Cline Avenue, Cedar Lake, IN 46303

Mr. Bunge stated that the next order of business is to allow the Petitioner a reduction in building setback line on Lot 2 from 80 feet to 68.5 feet. Mr. Austgen advised the legals are in order.

Ms. Abernathy commented Attorney Nathan Vis submitted a letter requesting a deferral to the January 2024 meeting and there also needs to be a re-advertisement for this item, because their request needs to be 65.5-feet instead of 68.5-feet.

Mr. Bunge asked if there were any remonstrators for or against this Variance.

Ms. Angie Mikolajczak, 12806 Lee Court, commented she is the adjacent property owner to this proposed development site. I spoke at last week's Plan Commission Meeting regarding the issues I have regarding this Petition and I submitted written objections. There was a modification made that was turned in at the Plan Commission hearing for the footage by another three feet. This was published after he turned the modifications to read the 68.5-feet, but is now changed to 65.5-feet. Mr. Bunge commented this has not changed; this is the first time we are hearing this.

Ms. Mikolajczak commented there were no photos submitted or diagrams of how the houses will look. This is right behind my home. Mr. Vis stated there is no infrastructure on the property during the Plan Meeting. There is a gas line from Cline Avenue all the way through it and overhead power lines. If the gas lines in the ground are sturdy enough for the traffic that is going through that the gas lines won't leak. I made a formal records request because I heard there is going to be two to six homes built on this proposed development site. My records request stated I didn't provide specific date ranges. Discussion ensued regarding houses in this area and the drainage easement.

Mr. Kiepura commented regarding getting a notice, this would be the Post Office's business. Our Ordinance states you cannot have more than one residence on a property. If two houses were to go there, it would need to be sub-divided. There haven't been any plans submitted as to where the houses will be. The narrow frontage in this area would cause a concern.

Mr. Kiepura commented we cannot stop the owner from driving on his property. Discussion ensued regarding the utilities in the ground.

Mr. Kiepura stated our Town Engineer will look at the plans once they are submitted to us and they will tell them what they have to do so they do not flood your property or anyone else's.

Ms. Mikolajczak commented there is a carport, shed, couple of trailers and other items on the property. Mr. Kiepura commented this will be addressed with the Building Department.

Mr. Kiepura stated this Board and the Plan Commission is here to help the residents, as well as, the Town. Something will not be built to be a hinderance to the residents or the Town.

Ms. Abernathy commented Ms. Mikolajczak's written remonstrance will be incorporated into the meeting minutes and are attached.

A motion was made by Mr. Burnham to defer this item to the January 2024 meeting and seconded by Mr. Kiepura. Motion passed by unanimously roll-call vote:

Mr. Burnham Aye
Mr. Jackson Aye
Mr. Kiepura Aye
Mr. Bunge Aye

PUBLIC COMMENT:

Mr. Richard Otterman, 8603 West 131st Avenue, commented he lives across the street from where the Petitioner wants to put up a garage. Ms. Debbie Nelson is my neighbor on the other side and she does not have a reason to complain about the Petitioner wanting to get a Variance for the garage. Discussion ensued regarding the space between the homes.

ADJOURNMENT: Mr. Bunge adjourned the meeting at 7:36 p.m.

TOWN OF CEDAR LAKE BOARD OF ZONING APPEALS

John Kiepura, Chairman

Eric Burnham, Vice Chairman

James Hunley

Ray Jackson

ATTEST:

Cheryl Hajduk, Recording Secretary

These Minutes are transcribed pursuant to IC 5-14-1.5-4(b) which states:

(b) As the meeting progresses, the following memoranda shall be kept:

(1) The date, time, and place of the meeting.

(2) The members of the governing body recorded as either present or absent.

(3) The general substance of all matters proposed, discussed, or decided.

(4) A record of all votes taken by individual members if there is a roll call.

(5) Any additional information required under section 3.5 or 3.6 of this chapter or any other statute that authorizes a governing body to conduct a meeting using an electronic means of communication.

Minutes of December 14, 2023

James Burgin & Angeline Mikolajczak

12806 Lee Court
Cedar Lake, IN 46303



HAND DELIVERED

November 27, 2023

Town of Cedar Lake
Board of Zoning Appeals
7408 Constitution Avenue
Cedar Lake, IN 46303

Dear Board of Zoning Appeals,

The following is our written objections to the notice we received regarding the property behind our home. We did not want to just speak in public at the hearing and take the chance of our statements being redirected in any way, by time constraints or otherwise. Our layman terms and thoughts on paper are quite lengthy so we numerically divide them for easier identification as we believe they are all necessary to describe our objections which we find to be reasonable. The bullet points are listed below and the paragraphs assigned to that particular subject will follow. The following pages were also divided, the first item was separated from the remaining items because the subject pertains to the notification process, not the proposed development. The remaining items 2-10 do pertain to the proposed development and are included in a separate form. We appreciate that all these items to be taken into consideration and to serve as our written objections to the proposed developmental variances. As we are limited to have all precise details fully prepared for objections, we are also enclosing exhibits to support the information contained in each paragraph and submitting all to the best of our ability.

1. PUBLIC RELATION ISSUES (THIS ITEM IS INCLUDED HERE, THE REMAINING ITEMS ARE IN SEPARATE FORM)
2. PURPOSE AND APPROXIMATIONS
3. QUESTIONABLE DEVELOPMENT
4. STORM WATER

5. OBSTRUCTED DRAINAGE EASEMENTS

6. PROPERTY ACCESS

7. ECOSYSTEM

8. ZONE LAYOUT

9. PRECEDENT

10. IN CLOSING

1.) PUBLIC RELATION ISSUES- We picked up our Notice of Developmental Variance at the Cedar Lake Post Office a week ago, on Monday, November 20th, 2023. No matter what one may believe, the office only makes one delivery attempt for certified letters, not as the notice lists dates of first or second attempt, etc.. That was told to us by the postal worker at the post office. That only attempt was on Friday, November 17th, while we were not at home. Saturday we woke up and waited for the mail and there was no attempt of a second delivery. Please also note that weekend is the beginning of the time most people begin the holiday season, the time many take vacation and travel to spend the holidays with their families. We believe it is not a very good time for any resident of Cedar Lake to be given notice on any issue that could possibly jeopardize their livelihood of their home and property. Let it also be known, had we left town to visit family as we normally do, time would have ran out for us to object to the developmental variance or worse, it could have been granted by the town without our knowledge at all. We feel this is important for you to consider, as it could be possible that even though certified notices are sent out, they may not actually be delivered to the residents of Cedar Lake due to no fault of their own, or may get delayed during the notification process, especially during holidays. We certainly hope by providing this information to you, that the board consider the matter of notification to adjacent property owners always to be made in a timely manner for all parties involved. Should we be the only adjacent property owners to provide written objections to this matter, this could potentially be the reason.

We note that the notice includes; "A copy of the proposal is on file for your examination before the public hearing in the Planning, Building & Zoning Department at the Cedar Lake Town Hall at the above address or online at hearings.cedarlakein.org." However, for us that was untrue at the time we made such inquiries. We are not in favor of the town changing it's building rules or granting variances for more development squeezed in any nook and cranny of land, especially one that is next to our house and literally outside our back door. At first impression, we could only assume it was for a commercial building, due to history and current use of

the property by it's owners, which we will extrapolate on further.

Due to such assumption we wanted to definitely verify the current zoning and on the next day of receiving the notice, Tuesday, November 21st at 9:46 a.m., we (Angeline) called the Cedar Lake Town Hall to ask and explained that we attempted to find it on the Lake County GIS, but the property zone listed is "0". We do not know why or what this means, other than the land is not platted and perhaps that has something to do with that. She was told by the Cedar Lake employee that they would look it up and call her back and she also provided a call back number, as requested. After a few hours of no return call, she decided instead to go to the town hall in person for an answer and also to examine any other information about the proposed development, as described below.

Upon inquiry, one of the employees went into the back area and came back to the front and informed her that the property in question is indeed currently zoned "R-2". Then, Angeline asked how ^{we} could find out what type of "building" the petitioner is requesting for the developmental variance that if indeed the building is residential or possibly commercial. She was told that she would need to speak with "Ashley" to find out anything further about the proposed development, but that she was on vacation right now, due to return on Monday, November 27th, which was nearly a week later and ten (10) days after we knew of the certified letter.

She then asked if anyone else at the department would possibly have any further information in Ashely's absence since it was so many days later that she would return to the town's office. At that point, another employee approached the window at the town hall and said that she would see what she could find out and also went to the back area. Upon this employee's return to the window, she said that there was no additional information she could find on the proposed development and there was also no digital file on record and again, we would have to wait until Ashley returned the following Monday. Kindly, the first employee also showed Angeline the online town site where she could also examine any documents and together, they discovered that there was no information listed for the proposed development. She advised her that it would be where to check, should it become available.

Angeline then explained that in order to do what states in the notice, we want to provide written objections prior to the scheduled Town of Cedar Lake Board of Zoning Appeals Public Hearing to be held on Thursday, December 14th at 6:30 p.m., as the notice states that is how the board would consider any objections, but in order to do that, we would need to know what type of development is being planned, as in our mind it could be a garage, a pole barn, possibly another type of storage (as there are already several on the property), or if it was for the owner to build a house, which if so, would be the same builder of our own. She also stated that she believed it is unfair to us that we were sent this notice now, yet there is nothing available for us to review now and that we have

no other option than to wait another ten (10) days and in order to possibly obtain our own counsel, we need to have the information. One has to wonder, for what other reason is some of this information not just included with the notice to begin with, if not just to make Cedar Lake's residents get the "run around" just to try to get the information they are otherwise entitled? Why are notices sent out by the developer that an application for a variance was made to the town where we could inquire, but the town does not have the application on file for our review until the last minute possible? It seems as if this is a prime example of "putting the cart before the horse". While most of you may find these issues of unimportance, we find them to be important to us because it is not everyday we get a certified letter from an attorney, especially one about our property.

Lastly, we were informed by that same employee that we didn't have to provide written objections, we could just go to the scheduled hearing on the 14th, but if we choose to provide written objections, they would need to be received by the town the week prior to the hearing by Friday, December 8th. What a surprise to us, as this deadline date is not provided in the notice we received. So we began to put all of these things in writing, even before the opportunity to examine the details of the proposal because we are not very pleased with how some of the things have been handled by the town.

Due to the matter of post office only attempting one delivery, the need to wait until the next business day, the phone call, the in person visit to the town hall, the vacation absence of the town employee, already speaking to various town employees to no avail, the Thanksgiving holiday itself, as well as the material unavailable for us to examine in anyway, shape or form, we decided not to wait any further and not to continue to try to waste time by seeking out information we should already be able to examine without attempting to take more action to do so. As we write this letter today, there are only eight (8) days to submit our objections. We did contact our own attorney to assist us, however he, too, has a limited schedule. Furthermore, any resident of the Town of Cedar Lake, should not have to wait for only one town employee to return from their vacation to examine documents that we believed should already be provided for their review. We believe the Town of Cedar Lake needs to make some procedural changes or share some of these duties between other town employees, especially when it comes to development issues, as we all know Cedar Lake is growing quite rapidly.

Nothing personal against any one of the town's employees or It's commissioners, however movement on the property of the proposed development has already been brought, in person, to the attention of Cedar Lake's plan commission, town's manager and others and even directly with Ashley several months ago and without any additional questions or answers by anyone in the town and much prior to us receiving the notice of hearing, which is described as follows.

On Tuesday, April 19, 2023, Angeline attended the Town of Cedar Lake Plan Commission meeting at 7:00 p.m. and brought questions about this property to the attention of the town. During the public comment section of the meeting, she asked the commission how we could find out what is going on behind our property that runs parallel to ours, as she had recently seen two (2) people (assumed to be town employees) exit a white, Town of Cedar Lake vehicle and walk around and across the property for quite some time. After that, witnesses were others that came onto and walked the property. It was obvious to us then, that someone was planning to do something with the property and some people that would be driving and riding in a town's vehicle had knowledge of it, but we did not, as adjacent property owners. To the best of our knowledge, there are no utilities provided by the Town of Cedar Lake to this property. When we contacted 811 for our own property this past month, the Town of Cedar Lake did not come out, but the Northern Indiana Public Service Company did come and mark the utilities.

In response to her public comment, one of the commissioners stated that this area was a significant amount of land and they should find out what was going on, another commissioner actually thanked her for bringing this matter to the attention of the commission. Then the town engineer said that more than likely it was just utilities that anyone could ask to come to their property for any reason, such as "putting up a mailbox" and then the town manager also extrapolated on that. Ashley also spoke up and told both the commission and Angeline that there is nothing on file that she had received as far as any proposed development and another one of the commissioners said that if so, a letter would be sent by the town to all adjacent property owners (which for this property, would also be land owned by the Town of Cedar Lake, itself) and confirmed by Ashley that we would have ten (10) days to respond. After the meeting and without asking, Ashley approached Angeline and told her that if anything "came up", she would "let her know". However as of today and due to no fault of our own, we still have not spoken to Ashley, but we do know that the owner is asking for a variance to build in an chosen area less of an area in distance than is required by the town's building ordinances. It is yet to be determined what the town's position is developing next to their property. As we are writing this, we just noticed that the application has been uploaded to the town site.

We believe our property would be the adjacent property owners that would have the greatest impact and we believe for whatever the reasons, we have been delayed in the opportunity for discussion, as it seems that others have been afforded those opportunities long ago, even coming out to the property for evaluation. It is unfortunate to us that we did not approach the male and female we witnessed exiting the town's vehicle back in April for their names. We are certain we are not alone in believing some people employed by the Town of Cedar Lake and/or others that may not be, have at least some prior knowledge of the proposed development before the other adjacent property owners

that could suffer the greatest damages should such development or variance be granted by the Town of Cedar Lake. Should this be the case, as it seemingly is, due to our previous unanswered inquiries to the town, redirected in public comment and documents being delayed for our examination, not only do we believe it is unfair, unjust and not a good faith effort to serve the residents of Cedar Lake, but also that the possibility arises that these type of development scenarios have been in practice for quite some time, including not only this development, but also the rapid growth of the other current developments in Cedar Lake. The public is not afforded the same amount of time to object, while it seems the town is afforded much more time to plan how to accommodate the developers, by possibly figuring out how and where to organize lots including but not limited to, oddly shaped land. In the days that followed said hearing in April, others continued to walk the property behind us and then did mark for utilities, one of which read "Do Not Excavate" and "Unmarked Gas Facilities in Area ". (Exhibit)

Furthermore, McColly was both the selling and buying agent of our property and apparently also employs counsel, Nathan Vis of Vis Law, the Petitioner. With just a little review, we also found that Mr. Vis has other social connections with the community, including but not limited to, some town employees. Perhaps just all coincidental, but the application was submitted to the town and dated November 3rd and reads "hand delivered", yet we were told the town had nothing in their files until more than three (3) weeks later. Had we been allowed the same amount of time to prepare this objection to that application date which apparently was hand delivered to the town, this letter would most likely be better organized and submitted instead by our own legal counsel. Seems odd to us and perhaps some of these matters may need or may not need consideration.

Please consider all these objections that we have made, as well as any other possible reasons this development or any variances should not occur. We object to the variance, as if granted, this would also set a precedent for other developments in Cedar Lake to continue to do the exact same thing, as history already proves. Please encourage these developers to follow the town's current ordinances to protect peace, safety and general wellness of all Cedar Lake residents. Thank you for your attention and consideration.

Sincerely yours,


James Burgin and Angeline Mikorajczak

CONTINUED...



James Burgin & Angeline Mikolajczak

12806 Lee Court
Cedar Lake, IN 46303

Hand Delivered

November 27, 2023

Town of Cedar Lake
Board of Zoning Appeals
7408 Constitution Avenue
Cedar Lake, IN 46303

Dear Board of Zoning Appeals (CONTINUED FROM PREVIOUS ITEM),

(Repeated paragraph) The following is our written objections to the notice we received regarding the property behind our home. We did not want to just speak in public at the hearing and take the chance of our statements being redirected in any way, by time constraints or otherwise. Our layman terms and thoughts on paper are quite lengthy so we numerically divide them for easier identification as we believe they are all necessary to describe our objections which we find to be reasonable. The bullet points are listed below and the paragraphs assigned to that particular subject will follow. The following pages were also divided, the first item was separated from the remaining items because the subject pertains to the notification process, not the proposed development. The remaining items 2-10 do pertain to the proposed development and are included in a separate form. We appreciate that all these items to be taken into consideration and to serve as our written objections to the proposed developmental variances. As we are limited to have all precise details fully prepared for objections, we are also enclosing exhibits to support the information contained in each paragraph and submitting all to the best of our ability.

1. PUBLIC RELATION ISSUES (THIS ITEM IS IN SEPARATE ATTACHED FORM)
2. PURPOSE AND APPROXIMATIONS
3. QUESTIONABLE DEVELOPMENT
4. STORM WATER
5. OBSTRUCTED DRAINAGE EASEMENTS
6. PROPERTY ACCESS

7. ECOSYSTEM

8. ZONE LAYOUT

9. PRECEDENT

10. IN CLOSING

2.) PURPOSE AND APPROXIMATIONS- We believe that not all proposed developments in Cedar Lake can be described best on paper due to the many contours, hills and valleys, shapes and sizes, especially in this vicinity on the East side of the lake. We've noticed this property is listed in Lake County as being flat, which it obviously to us, is not. The town should (if it hasn't) send someone to physically look at the land proposed for all developments before discussing variances in a town hearing for a vote only based on verbal discussion or in writing. From recollection of those public comments we made months ago, the engineer mentioned the elevation differences are addressed during development and while that may normally be the case, that did not seem to take place with our property in a way that makes areas on our property very usable to us.

Our property is located in Lee Cove, a small "pie shaped" cul de sac subdivision of seven (7) houses located approximately 800 ft. from Cedar Lake itself. It is located behind the development currently being constructed said to be a future Airbnb which is adjacent to the town's only roundabout, the lake, wetland, flood plain and a smaller property owned by the Town of Cedar Lake and all of these are the Southwest of our property. Northeast of our property and directly across from our one lane front facing road, the Town of Cedar Lake also owns a small property adjacent to the same wetland area, but on the other side. Directly adjacent to this proposed development, besides the town's property, Airbnb and ours; also includes (4) residential properties, two (2) on Cline Avenue and two (2) on Lee Court which are the developer's residential property and our neighbor's property. All of these eight (8) properties have similar heights in elevation except for one of them lower in elevation, which is our property. The lowest points of elevation to this section is the roundabout, lake, wetland and floodplain and our property. Our property is the first lot of the seven (7) lots in Lee Cove on Lee Court, which extends from the only underdeveloped and one lane access to Lee Street. To the West of the one and only entrance/exit to Lee Cove is our property, which is also the lowest point of elevation of all the seven (7) houses in Lee Cove and nearby vicinities. Our property is also at the bottom portion from the hill on Lee Street and on the opposite side of that hill is the wetlands by the old Salesians property and in that area is another smaller property also owned by the Town of Cedar Lake.

On the Northside of our property, there is an area on the adjacent lots that seems to be designated by

the town only for drainage. Approximately ten (10) feet from the front corner of our house, there is also a fifteen (15) ft. drainage easement. The West and rear of our property extends the entire length to the Northeast of the proposed development, our property is the lowest elevation in that area and there is a fifteen (15) ft. drainage easement there, which is approximately ten (10) feet from our house. The back of our house faces West, which is the larger, main living space of our home which also faces the proposed development property. The South and side of our house extending out from the proposed development is between our lot and the second lot in Lee Cove (our direct neighbor), which is also the lowest elevation in that area and there is also a utility/drainage easement there only approximately five (5) ft. from our house. The front corner of our house to our property line only is 9.5 ft., the least amount in between all the residential buildings on Lee Cove. That very close easement flows on the side of our house to the front yard, across our front yard and passes over our concrete drive and onto Lee Court, flowing towards the drain that meets on Lee Street and Lee Court. The front of our house (and neighbor's house) face East, which is our garage and smaller front entrance on Lee Court. Previously measured when landscaping, the front porch concrete sidewalk slap to the end of that walkway that ends at our driveway, descends at least three (3) ft.

The proposed development property is much higher than in the front of our house, presumably in double digits. (Exhibit 1) Our house is already in the middle of all these runoff and drainage areas, due to these contours in areas around our property. The third lot on Lee Court is one of the highest in elevation in Lee Cove, which is currently the developer of Lee Cove's residence and also the owner of the proposed development. It appears that property has the least assessment value in Lee Cove, while our property appears to be of the greatest. The remaining four (4) properties in Lee Cove are across from our property and on the East side of the cul de sac and in front of the wetlands.

3.) QUESTIONABLE DEVELOPMENT- Although we do love our house, as with many other homeowners, there is a history of unforeseen problems to go with it. We understand this and accept the responsibility of maintaining and repairing them to the best of our ability, as we are grateful to even have a place to call home, to be able to afford it and to live in Cedar Lake. At the same time, however, we believe it is necessary to bring these unforeseen problems to attention to provide a better understanding of our position in objection to additionally building around our property and by this developer. We are not intending to place any blame, rather to avoid these issues between property owners and developers in Cedar Lake and for the Town of Cedar Lake to acknowledge these things happen in our community and surrounding communities, possibly many could be avoided by inspections and/or possible vetting. Our house was listed as being built in 2010 and put on the market by the previous owner just eight (8) years after occupancy, in 2020. We closed on the property in the Spring of 2021. However, things don't seem to add up with the year on record of being built in 2007 by G & C Construction (or perhaps GC Custom Homes, B.R.Y. Construction) and first record of ownership in 2012 from our seller. We still do not know what happened in those early years and it really didn't matter to us, we still wanted to purchase the

property. In the process there was an issue with the title company and issue with the homeowners insurance company, which title work was eventually cleared up, but the property insurance had to know the reason for an approximate \$20,000.00 from a water insurance claim from the previous owner. The listing agent (who was also the mother of the seller) told us that there was water damage from a leaky kitchen sink, causing the need for the kitchen cabinets to be replaced. The interior design of the house is stunning and we accepted that and moved forward to close and gain occupancy. However, after a few weeks when the ground warmed, we noticed several issues to include water leaking from a crack in the foundation, continued flooding in the entire back yard mostly after snow melting and when it rained, and that the gutters didn't seem quite right. We received an estimate for the crack in the foundation, but also noticed there was possibly a previous attempt made to repair it, most likely by the previous owner sometime in the eight (8) years they occupied the property or perhaps during the five (5) years previous, when the developer was listed as owner of the property. This was in an area difficult to notice, under the stairs in the garage. The professional estimate to repair the foundation included repairs from outside, unfortunately, which would require digging very deep around the entire length of the foundation and removing the landscape in the front of our house that we had literally just installed. Around that same time, we met some neighbors and in conversation about the landscape discussing why we used mulch instead of stone and the foundation issue came up. One of the neighbors said they had the same type of crack in the same area of the foundation in their garage. We also mentioned that we were also considering putting an egress window in a certain area in the basement (den) someday and perhaps an outside door in the garage (oddly, there is neither in those areas) and we were advised against it due to amendments to possible weak foundations. We were also told that there were others that had unforeseen problems with their houses and also believed that possible legal actions were taken against the developer for various reasons. We just verified that information via public records.

Our house is approximately 3,600 sq. ft. with a very tall roof and a large area with various steeples and rain gutters. Because our buyer's home inspection was done in Winter, we had our roof and gutters professionally evaluated after we closed, that person did say the roof was in good shape and that the gutters were at the correct pitch, but we asked for them to install a roof diverter and extended downspouts in the front of the house to help keep water far away from the foundation. Later, we spoke to another professional who said it appeared the shingle overhang did not match the gutter placement causing some rain water to drip along shingle overhangs behind the gutters, suggesting to raise the height of all the gutters to avoid such dripping. In areas where the roof is angled and no gutters are required, our home inspector found that the front face bricking separated, which also leaves an area for water and moisture to get behind the brick. The gaps appear to have been filled at some point in the previous years. Even though we did not anticipate these things from a house built ten (10) years previously, we are completely capable of taking care of our property and do not want, need or expect anything from another party. We understand things could be much worse and our health and safety is first priority.

We also noticed excessive water puddling and a longer duration of time for rain water to seep into the

ground in certain areas around our water well. Additionally, we recently installed a house power surge protector on our electric box, because we replaced our air conditioning and furnace this Spring and our brand new furnace control panel completely failed, claiming to be from a power surge. We don't know the reason, there was no storm and we didn't seem to notice a power surge, so we hired an electrician to install the protector. After that professional repair, the HVAC technician replaced the furnace part and suggested that it would be a good idea also to install another duct vent in our home. (Exhibit 2)

Including, but not limiting all these things mentioned, leads us to great concern in the manner at which another development by the same developer could possibly pose additional threats to our health and safety, property and/or additional repairs necessary to ourselves and/or other property owners. While we have never formally met this developer, we do wave in passing as a gesture of kindness and we have had no personal issues between us, but we do have evidence to support the majority of items mentioned and many are public record. Perhaps they are all misunderstandings or problems caused by other contractors or employees used by developers, but we also just discovered additional complaint reviews made more recently about water issues, which are readily available with the Better Business Bureau. We believe we should all be able to reside peacefully and equally, in a safe and sound environment, without the need of these concerns, debates or disputes, regardless how or when.

4.) STORM WATER- Independently and although we are not professionals, we have made numerous efforts to circumvent any potential standing water on our property. Along with many other items, we removed an approximate pallet full of old and deteriorating roof shingles from the drainage easement from the Northwest corner of our property. We also found that the neighbor's gutter downspout was buried approximately twelve (12) ft. in length and about two (2) ft. deep in our backyard, near our water well. After talking to the neighbor, it was acknowledged that it had always been there and believed it went instead to the street or into the drainage easement behind that property, (which is impossible because one does not exist there). This is the area where three (3) properties meet, the Northeast corner of our neighbor's backyard, the mid-East section of the proposed development property's backyard (which is elevated approximately six (6) ft.) and the Southwest corner of our backyard (which is descending). We created a rain garden there around our water well where the neighbor's downspout is now exposed, but now drains into the hole we created when making the rain garden with overflow to the drain easement on our property, planted a few native shrubs and native plants to help get the water deeper into the ground, and added rain chains and barrels to our gutters to move rainwater with a garden hose to our drain easement. Finally now, our back yard is much drier than it ever used to be especially after rain, but the elevation is still the same which it seems we could do nothing about, without tearing down or building up soil in areas so close to our house and water well, the use of heavy equipment, or entering on someone else's property; so, we still do not know how to fix these issues properly and these are in areas meant to be used and enjoyed by homeowners. (Exhibit 3)

5.) OBSTRUCTED DRAINAGE EASEMENTS- After finding the buried downspout, it occurred to us that there is actually no drainage easement in the neighbor's backyard, as it appears this area is filled in with dirt and stone. There are a variety of large objects placed there, but this area also includes a telephone pole with wires and electricity running to some of those items. For the development of Lee Cove, the drainage easements should show they are fifteen (15) ft. all the way around the back of each of the properties on the East side of Lee Cove. Not only is it not properly noted that way in the variance application, but also it appears some are not there and the land itself in those locations are elevated in comparison to ours. This particular drainage easement adjacent to ours also appears to have been "built up" with dirt, wood, railroad ties and stones to apparently help support some of the structures above them and perhaps is the same to also extend to the old "driveway" on the proposed development to the neighboring properties. Some of these items extend across property lines, as do some of the fences behind the homes. These large objects include, but not limit to, a smaller covered steel trailer, a larger steel boxed car container (types of containers hauled by tractor/trailers), a newer large shed and a large steel two (2) vehicle car port that was used to store a boat and another covered steel trailer, larger than the other one; but now that the boat is no longer there, the neighbor parks their daily use vehicle under the carport or on the property itself, coming and going, while the other covered trailer remains stored under the other side of the car port. All these items together total approximately one- hundred (100) ft. in length and approximately fifty (50) ft. in width and completely block any potential water drainage and instead of the flow of water there, it all flows backward on the elevated ground and into our descending backyard. The corner of the carport and railroad ties are only a few feet away from our property line. We were not made aware of this structure and do not know all of the town's building ordinances, unfortunately, but the placement does not seem right to us. To the best of our knowledge, we do not recall these objects ever being there before, but we do recall the stones being laid (which is now under the carport) while we were in the process of closing on our property. We remember the timing well because we put an offer on the property having a view to the lake that unfortunately by the time we closed, such a view was obstructed by these items. There have even been other large, perhaps fifty-three (53) ft., semi trailers stored near that same location, over Winter and into the Spring/Summer. Please consider how future possible obstructions by the developer for this proposed and any future development, could potentially cause more storm water to drain on the Southwest side of our property, five (5) ft. from the side of our house, that leads to the street drain, and in our backyard around our water well. (Exhibit 4)

6.) PROPERTY ACCESS- This area as mentioned above, ends at the point of a makeshift driveway that runs the entire length of the proposed development, over gas lines, beginning from Cline Avenue where a street apron was installed and extends all the way to the drainage easement at the property line and beyond, forking to the developer's residence and to the mid-East area on the proposed developmental property where various items are already located. Basically, this old dirt driveway from Cline Avenue is being used as a "road" in our backyards by extending it, to another makeshift driveway to the houses behind Lee Cove. It also runs parallel to the land owned by the Town of Cedar Lake. The access does not end somewhere in the middle of that property as displayed in the application, rather already extends all

the way through to the rear of at least two (2) houses in Lee Cove, which houses also have front driveways and front entrances, and continues on through the driveway onto Lee Court. There is even a new black light pole installed at the start of this old driveway on Cline Avenue, as it is very near the roundabout. Also on Cline Avenue directly by this apron is placed a "Dangerous Intersection" flashing sign due to the several smaller roads in Cedar Lake intersecting with Cline Avenue before and after limited visibility areas for motorists to include but not limit to, slanted narrow road entrances/exits on and through curves and hills. In addition, this route is one that anyone using a GPS takes them to travel, so there are also numerous Amazon, UPS and other delivery drivers, visitors and who knows who else's vehicles, facing right into our backyard, living room, kitchen and bedrooms. When some of these drivers realize that they have been wrongfully directed by their GPS, they either continue through to exit onto Lee Court through the developer's yard and brick driveway, or turn around at the end in the dirt, which is very near our backyard and above the entire section of gas lines. The areas of our home that the vehicles face are 3 windows that create a large picture window in the living room, a kitchen window, two (2) secondary bedroom windows, and two (2) different sliding glass doors, off the living room/kitchen and master bedroom. In the evening, headlights and tail lights from the vehicles entering/leaving from Cline Avenue shine right into our house. On occasion, there have also been traffic stops made there by the Cedar Lake Police Department which lights up the inside of our house, entirely. Because this area is elevated from our property, there is no way even the tallest fence available or allowed, that would be able to circumvent this. The other two (2) lots are not affected in this manner because both of the living spaces do not face the proposed development as one has an enclosed porch in the back and the other has a garage, with the living space facing Lee Court or the wetlands. At the very least, it should also be considered to mark this area as a "private drive". Probably not much anyone else could do about the rest, but it is all worth consideration to us. (Exhibit 5)

Additionally, at times mostly early in the morning or late in the afternoon, there have been several vehicles from the owner's business, several employees at once loading/ unloading items and heavy equipment from trailers, sometimes leaving trailers and also other storage items placed by the trees in the middle of the property. These vehicles enter/exit both Cline Avenue and also sometimes use Lee Court to the one (1) lane road of Lee Street. Also witnessed were items and debris stored on the property for quite some time, then later moved by heavy equipment by the property/business owner, to the property owned by the Town of Cedar Lake. This was witnessed around the same time probable town employees and others walking around the property and such debris still remains as placed there. The heavy equipment operated, other vehicles coming and going, stored vehicles and the fluids from all of them, as well as the additional ground compaction are all taking place on the elevated soil that drains into our smaller, descending backyard. Please consider how another proposed development would affect our property. That if a developmental variance is granted, a number of silt fences and whatever else is supposed to be used, actually gets used. We have not noticed any silt fences up on other developments in nearby vicinities, namely across from the lake.

7.) ECOSYSTEM- As previously stated, our property is approximately 800 ft. from the lake and we are behind the property of the proposed development, which we could assume is approximately only 400 ft from the lake, behind and adjacent to the upcoming Airbnb property, which has already began excavating and removed a large amount of mature large trees, soil and part of that hill. All these properties mentioned, including ours, is adjacent to or enters/exits the wetlands and floodplain directly East of Cedar Lake and is also causing additional entrances/exits right near the roundabout. At some point, certainly all these drives will also be paved. Not only is it undetermined in how these changes will affect the actual roads, the wetlands, the lake itself, but also it is undetermined how these changes will affect all of our homes in nearby vicinities, including the birds and wildlife. This property proposed for development is a trail for the wildlife entering/exiting the wetlands; namely deer, wild turkeys, various species of owls, Cooper's hawks, Mallards and other ducks, red fox, raccoons, opossums, brown fox and gray squirrels, chipmunks, voles, various woodpeckers and songbirds, frogs, snakes, turtles, beneficial insects, etc.. Migratory birds including but not limited to Juncos, Grosbeaks, geese, Sandhill cranes, Orioles, etc. fly above and rest in these areas. We have witnessed several Bald Eagles and Pelicans also fly above. There are also very large native mature trees in the center of this property namely, Pines, Cedars, Junipers, Catalpas, Basswoods, Maples, Oaks and Sycamores, etc.. where some of these birds land. (Exhibit 6) We believe by developing this area any further would cause additional displacement of wildlife (some already protected) and cause additional detriment to our ecosystem, cause additional removal of mature native trees (which also have provided shade and helped control erosion), as well as possibly create problems with extra erosion, drainage and may even affect changes in the ground well water, which we all have wells in this area and municipality water is unavailable. It is undetermined to us what types of additional infrastructure would be necessary to accommodate such proposed developments in this area. Already present is apparently an old septic on that property with the hole left open and exposed, which was mentioned in previous public comment. All of these things will be disturbed in some form and perhaps could be exposed for months, if not years as the building of our house began sometime before or in 2007, on record until 2010 and not occupied until 2012. It appears it was vacant for five (5) years. We do realize those years were hard on the real estate market, but so are the current years.

8.) ZONE LAYOUT- The proposed development extends about a third or more into our backyard and about the same into the owner's current residence. The remaining third are the utilities and "road" down the middle. Even though the property is 1.33 acres, with the extra storage containers, utilities and the old driveway that runs through it, the proposed development lots are not really larger lot sizes as described on the application, but actually much smaller because of what the property is currently being used for and other areas that cannot be developed because of the layout. (Exhibit 7)

The majority of open space is on an elevated hill, outside the windows of our home and on the side of the owner's other property and next to a garage that has small windows that share the same elevation. As we mentioned, the other adjacent properties to the proposed development include the developer, the

commercial Airbnb, Town of Cedar Lake, our neighbor which currently uses the elevated property on the proposed development, and two (2) older properties that face Cline Avenue. We are the adjacent property owner that would suffer the greatest loss, not only with a feeling of being blocked in at nearly every view out the windows of our home by another building, storage, or from all the traffic that comes with them, but also the property with already the least amount of elevation to collect all this water runoff. Such runoff could possibly carry hazardous materials (possible waste), right into our yard and water well with a potential to cause jeopardy to our health.

We all must seriously consider the reason to hinder a property owner from nearly every window of their home caused by facing the side windows of another home, and we must also consider the reason not to have to hinder anyone by houses facing in the same direction between the developer's home and the property owned by the Town of Cedar Lake. One may also consider the reason for not just another house to be developed on Cline Avenue, facing the same direction as the other homes and using Cline Avenue to enter/exit. Cline Avenue is already a developed road, whereas the "not-so-common" driveway is not. It is also closely behind our home, potentially disrupting our space even more.

We believe all of Lee Cove's developmental plans should have been planned from the beginning, since it's all the same developer, not proposed to be later annexed. We believe by having kept the projects separate, it is unfair to the current property owners in Lee Cove, especially to us, and unjust to the development practices in the Town of Cedar Lake. Our properties could have been developed larger or differently from the start instead of the least amount of space (or smaller by variance application). The developer has used this proposed development property for many years, as we witnessed in person and in aerial images. The developer is able to continue to use in such a manner by just leasing out the house to the unsuspected renter, with a potential for more issues.

We did not purchase our property to have our space pillaged away by others and we certainly hope that it is taken into consideration how a property owner must object to the town in an attempt to save the limited space left available for them to use on their own property. According to the application, there is at least one-hundred fifty-seven (157) ft. of frontage road on Cline Avenue. We believe the purpose of the proposed layout is for continued use of the previous old dirt driveway that extends from Cline Avenue to Lee Court, but that is not a proper route design with pitch, curves, depth or surface structure. It is not a serviceable road and should not continued to be used by just any size, weight, shape or vehicle type that could possibly cause vehicle, property or personal damage or injury to the vehicle operators themselves, as they are navigating through large trees, storage, houses and other items on the property and is the same vicinity of underground gas and overhead power lines and on ground surfaces unintended for such travel. We could only assume the reason proposed for a common driveway is an attempt to keep the area available for the developer's business, who already has a driveway and access on Lee Court. We also believe once these property owners move away or no longer reside there for whatever reason, there could potentially be problems with the next owners or renters, and possibly further disrupt the peace between the neighbors. It

seems it could just be a matter of time for more issues for town intervention due to improper developmental planning. Should it be the case that for whatever reason the proposed driveway stays in that location, the traffic will only continue to increase. We believe it is unnecessary to further develop this area by squeezing in lots and homes wherever they don't measure up to the town's ordinances to accommodate only to the developer by the means of also developing additional partial roads behind our residences that are also unnecessary and pose potential problems for the Town of Cedar Lake and it's residents, especially when such developers pack up and leave, leaving only the community and neighbors with these problems.

The owner is a developer that knew the size and shape of the property long before title transfer and knows the Town of Cedar Lake's building ordinances better than many, as already many homes have also been developed in nearby vicinities. This developer requested and received variances with the Board of Zoning Appeals, included but not limited to; June 11th and October 8th of 2020, March 11th and September 9th of 2021, February 9th and June 8th of 2023 with setback matters and both the developer and counsel have come before the Plan Commission with zoning changes which were also granted. And those dates are just what's available to the public on the town's online site.

9.) PRECEDENTS - After we bought our property, we found out that there used to be two (2) smaller, older and decrepit houses on the proposed developmental site that were torn down more than ten (10) years ago, probably the reason it is considered "R-2". We do not understand how this is still the same zoning, considering the current layout of the property not meeting the current required setbacks. In the application it states "this area is part of longstanding, uniquely shaped lots, and due to cutouts which have occurred over time, the ability to have two lots at this location...is untenable", but we believe this statement is misleading as most of the adjacent lots were cut out by the developer with recent developments which the town approved and the others have been on Cline Avenue for many years. Application also implies the width requirements are meant not to create a narrow lot, yet this is exactly what any variance would create. We certainly hope that not two (2) houses at one Cedar Lake address will even be considered by the town, because there is not enough frontage on Cline Avenue for them and it seems there never have been. Please be reminded that Lee Cove's only entrance/exit is a one lane, curving underdeveloped road that descends from the hill on Lee Street. We do believe all property owners in Lee Cove should have access to properly developed roads and we are still waiting for Lee Street to be one of them. By accepting the proposed "common drive" concept in the back of our home indeed has and does affect the use of our property in an adverse manner and as already described and the value of our property has already been affected by this developer and would continue to be affected since we purchased our property in Cedar Lake just two (2) short years ago. In regards to the application further, our property is .27 acre and the application states the proposed lots would be much greater, that is also not completely accurate because of the layout, utilities and current use. In addition, we believe a homeowner would prefer their own driveway and by not having their own, may actually reduce the value of such property. We also believe that developing in our backyard may only be an attempt to increase the value of only some of the developer's properties, but it would not increase and rather decrease the already higher value of our property. We

believe this property should possibly instead be considered for private use of Lee Cove residences, such as a walking park to the lake or a picnic area, or just to be left alone as it has been, for the neighboring peace, and for the birds and other wildlife that surround the lake. There are no practical difficulties in the use of the property by strict application of the zoning ordinances because the owner has been using the property in many other ways for quite some time and has not suffered any economic injury. As stated, the developer knew the shape of the land and town ordinances before purchase and we believe the Town of Cedar Lake needs to protect the town to the fullest and cease from allowing developers to continue to squeeze all value off of Cedar Lake's land at expense of the general welfare of the town.

10.) IN CLOSING- Although we understand that we cannot completely object to any owner having the right to build on their own property, we hope at the very least that the storm water, runoff, drainage and utility easements, changes in land elevation, storage, proper install gutters and other utilities, and sound foundation by builder, wetlands, lake, wildlife, native trees and plants, etc., and any and all other issues be properly considered and monitored if necessary, by the Town of Cedar Lake. Furthermore, there are ordinances currently in place that the Town of Cedar Lake has created to avoid these types of scenarios and we are requesting that the ordinances be followed. It is said that due to history, Cedar Lake contains homes that were smaller cottages just placed in any area that worked at that time. Sadly, it may seem, that even though the town is now trying to obtain uniformity, that by continually allowing and/ or working with these types of variances for the developers instead of serving the best interests of the residents, serves only the complete opposite, displaced buildings squeezed in wherever they may fit with unfit roads that do not belong anywhere and creating areas in Cedar Lake that make no sense compared to other neighboring towns and upsetting the enjoyment and livelihood of the current residential property owners. Please consider that any proposed development be off of Cline Avenue as is the current address and a proper driveway, instead of being built so close to our property for continued use of an improper drive on top of gas lines. If there is currently a hazardous situation with heavy equipment and other vehicles being operated on dirt over these gas lines, we are kindly also requesting that these please be addressed immediately.

Finally, we would like to reiterate when we originally brought our questions to the town's attention several months ago, the commissioners and our questions were unfairly redirected by "anyone could put up a mailbox" and by Ashley which said she had nothing in her files about any proposed development, but now nearly eight (8) months later and only eight (8) days to submit our objections, it is apparent that at least the attorneys and corporations knew something, the developer and legal counsel have histories of variances granted from the town, even before the property was purchased and way prior to this application submitted to the town, and even some other people from the town may have had prior knowledge, but we, as Cedar Lake residents, are always to last to find out, even when we've tried to inquire.

Please consider all these objections that we have made, as well as any other possible reasons this

development or any variances should not occur. We object to the variance, as if granted, this would also set a precedent for other developments in Cedar Lake to continue to do the exact same thing, as history already proves. Please encourage these developers to follow the town's current ordinances to protect peace, safety and general wellness of all Cedar Lake residents. Thank you for your attention and consideration.

Sincerely yours _____

✓ James Burgin and Angeline Mikolajczak

Exhibits- Various

GLENN KRACHT ASSOCIATES

14 FAIRFIELD DRIVE

CROWN POINT, IN 46307

PHONE: (219) 663-8623

FAX: (219) 663-8945

E-MAIL: GKRACHT@COMCAST.NET

PLAT OF SURVEY

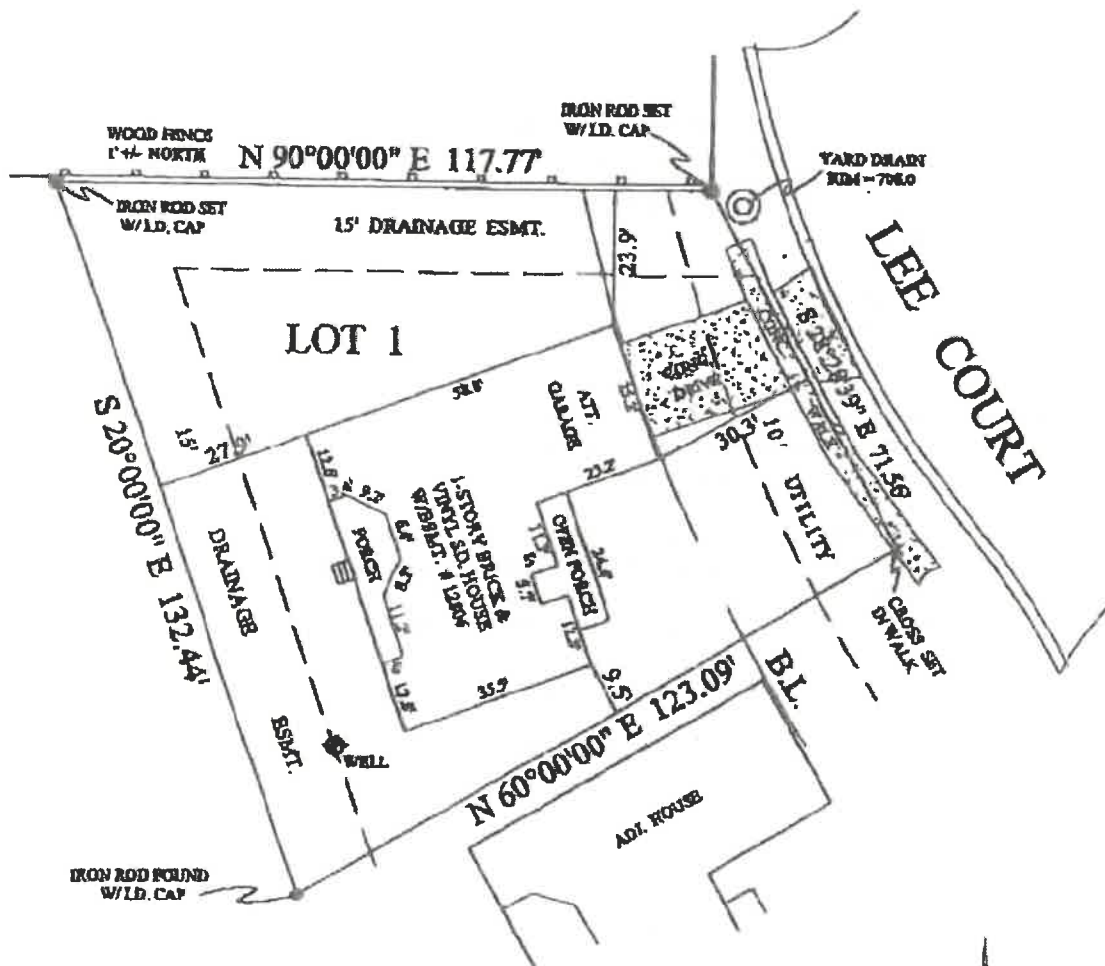
S:

12806

LEE COURT

CEDAR LAKE, IN 46303

Lot 1 in LEE COVE, as per plat thereof, recorded in Plat Book ~~two~~ Page 88,
in the Office of the Recorder of Lake County, Indiana.



CLIENT: WILSON GENERAL CONTRACTORS

DATE: DECEMBER 1, 2011

JOB NO.: 119516

PROPERTY IS LOCATED IN FLOOD ZONE: "C".

I hereby certify that the property herein was surveyed under my supervision on or about the date indicated, according to TITLE 36.5, ARTICLE 1, CHAPTER 12 of the Indiana Administrative Code, and that the plat herein drawn represents said survey. No dimensions should be assumed or scaled. Title policy, local building codes and further Recorded Easements & restrictive covenants should be investigated prior to making improvements to said property.

Glenn H. Kracht

Glenn H. Kracht

IN Registered Surveyor No. 9400001



SCALE: 1" = 20'





'S FOUNDATION REPAIR

3661 West 1450 North
Wheatfield, IN 46392
[REDACTED]

Proposal

Jim Burgin

5-25-2021

Phone # [REDACTED]

Email: [REDACTED]

Job location: 12806 Lee Ct. Cedar Lake, IN

-
1. To remove necessary amount of deck to allow for work to be done.
 2. To excavate for egress window on the west side of home. (this includes all the way to existing footing and tile for drainage purposes)
 3. To cut concrete wall for window. (40" x 48")
 4. To install an egress window.
 5. To install a galvanized egress window well and ladder. (3'x 4.5' wide)
 6. To backfill inside window well with stone.
 7. To backfill with existing excavated dirt.

 8. To excavate to footing along garage wall where seam is located in concrete. (approx. 15 ft.)
 9. To apply foundation coating, and 2" insulation board to grade.
 10. To install a new 4" sand sock drain tile connecting to existing source of drain.
 11. To backfill with existing excavated dirt.

Note: A. Price does not include landscaping, final grading, or seeding of yard.

B. Price does not include replacement of deck removed, finishing of the window on the inside,
Or replacement of anything removed to allow for work to be done.

C. Don's Foundation Repair is not responsible for any settling of dirt where backfilled.

We propose to furnish material and labor for the above specified job in the amount of: \$7,200

Payment: \$3,600 due upon start of job; \$3,600 due upon completion of job.

This proposal may be withdrawn if not accepted in 90 days.

Signature of acceptance: _____

ESTIMATE

13926 West 117th Avenue
Cedar Lake, IN 46303

urgExteriors.com
@EburgExteriors.com

DATE	ESTIMATE #
11/24/2021	

CUSTOMER

ANGIE & JIM BURGIN
12806 LEE COURT
CEDAR LAKE IN 46303

PROJECT

GUTTER REPAIR

TERMS

1/2 DOWN, BALANCE ON COMPLETION

5 Year Workmanship Warranty on replacement of existing system. 1 Year Workmanship Warranty on repair work.
Because, we do care about our customers and the work we provide.

DESCRIPTION OF WORK

OUR ESTIMATES INCLUDE: ALL labor and materials necessary to complete the scope of work indicated. All waste related to the job will be removed from your property and disposed of properly. WE WILL take great care in protecting your property and will promptly clean up at the end of each day that we are present.

NOTE: If any decking or wood needs to be replaced, it will be at our rates listed, which include labor & tax. All wood is 8' minimum:

1/2" OSB DECKING	\$ 103.00 PER SHEET
1/2" CDX DECKING	\$ 118.00 PER SHEET
1" X 6" PLANKS	\$ 8.00 PER FT.
1" X 8" PLANKS	\$ 6.50 PER FT.
1" X 10" PLANKS	\$ 7.00 PER FT.
RAFTER REPLACEMENT	\$ 9.00 PER FT.

We only include these prices so you are aware of the possibility & rates. This is only determined after the tear-off. We will keep you informed, prior to replacing any wood, if necessary. In addition, if a digital satellite needs to be detached & reset, we are not responsible for reception. Please initial: _____

***All color selections are to be made by the customer only. Eenigenburg Exteriors, Inc. & their employees are not responsible for any colors selected. Please initial: _____

GUTTER REPAIRS ON THE FRONT LEFT OF THE HOME

- WILL REPLACE THE FRONT INSIDE MITER
- WILL ADD A DIVERTER
- ADD A DOWNSPOUT EXTENSION
- CLEAN OUT ALL DOWNSPOUTS

COLOR: Norwood

Eenigenburg Exteriors will match the new material as closely as possible to the existing. However, there will be a color difference due to the existing materials age and exposure to weather elements

Signature: _____ Date: _____
Customer Authorization

Signature: _____
Eenigenburg Exteriors, Inc.

Anticipated Start Date, Weather Permitting: _____

This signature authorizes the work to be done as specified and validates this document as a legal contract.

Note: Due to fluctuating material costs, this proposal may need to be re-evaluated if not accepted within 14 days.

We hope we are able to assist you with your future plans.
Thank You for considering us.

TOTAL

Final payment is due at the time of completion, unless prior arrangements have been made. If payment has not been received within 31 days from completion of job, we will file a mechanic's lien against the property to protect our legal rights, and those of our lenders. This lien will be released upon payment. The filing and release charges will be paid by you. After 45 days, the monthly interest of 2% will be charged. If any legal or attorney fees arise out of the collection of this contracted amount, you will be held responsible for the payment of these expenses. IMPORTANT: A deposit is required for any Special Orders. Special Orders are not returnable under any circumstance (i.e. windows, doors, trim and special colors, etc. not limited to these items). This is enforced by our retention schedule.

Invoice

DATE	INVOICE #
11/9/2023	

BILL TO

Angie Mikolajczak
12806 Lee Ct.
Cedar Lake, IN 46303

SHIP TO


Angie Mikolajczak
12806 Lee Ct.
Cedar Lake, IN 46303

Account #

TERMS**DUE DATE**

Due on receipt

11/9/2023

ITEM	DESCRIPTION	Serial No.	AMOUNT
BILLING	Install whole house surge protector on panel 		400.00

Please remit to above address. Thank you

Phone #

TOTAL DUE \$400.00**Payments/Credits** \$0.00**Balance Due** \$400.00

Merts Heating & Air Conditioning
3102 Louis Sherman Dr.
Steer II 60475

Invoice [REDACTED]
Invoice Date 11/7/2023
Completed Date 11/7/2023
Customer PO
Payment Term Due Upon Receipt
Due Date 11/7/2023
Job Address
MIKOLAJCZAK, ANGIE
12806 Lee Court
Cedar Lake, IN 46303 USA

Description of Work

George

Bryant

Tested found bad circuitboard and bad blower motor
Confirmed with tech-support

Customer smelled a burning sensation from the furnace

Will order parts and have office contact the homeowner tomorrow on when they will be in and when we can install them

Furnace is less than eight months old
No charge per office

Returned today, 11 9 23

Installed new circuit board a new blower motor under warranty

Tested no problem Seen after install.
Amp draw was great

Motor and board had no smell of burning but original motor and board failed for reasons unknown

Customer has whole house, surge protector on his house currently to assist with any electrical problems in the future
No charge for installation

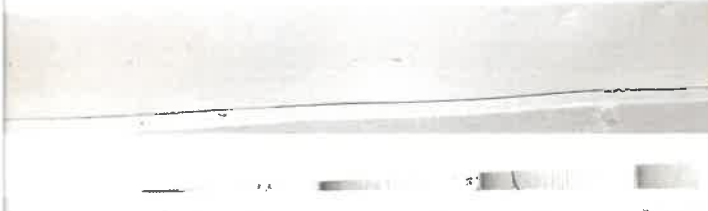
Task #	Description	Quantity	Your Price	Your Total
T608205	WARRANTY CIRCUIT BOARD/ SHIPPING & PAPERWORK	1.00	\$0.00	\$0.00
T602388	WARR V/S BLOWER MTR/ SHIPPING/PAPERWORK	1.00	\$0.00	\$0.00
MPT:117.999960				
Sub-Total				\$0.00
Tax				\$0.00
Total Due				\$0.00
Balance Due				\$0.00

Thank you for choosing Merts Heating & Air Conditioning

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts. Please remember equipment requires routine maintenance and records to keep warranties in place.

11/9/2023

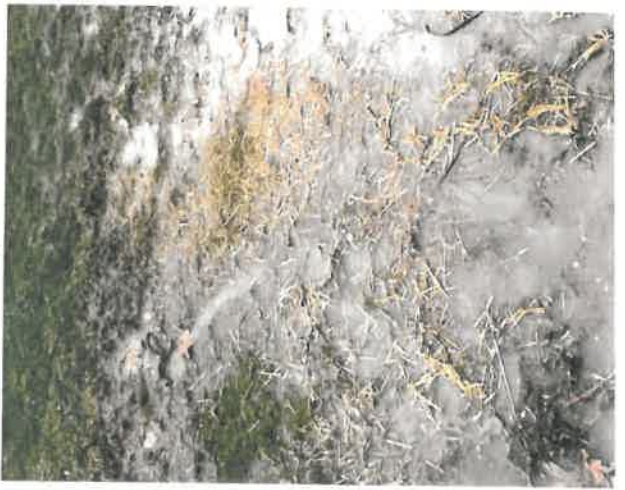
I find and agree that all work performed by Merts Heating & Air Conditioning has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor. Please remember equipment requires routine maintenance and records to keep warranties in place.



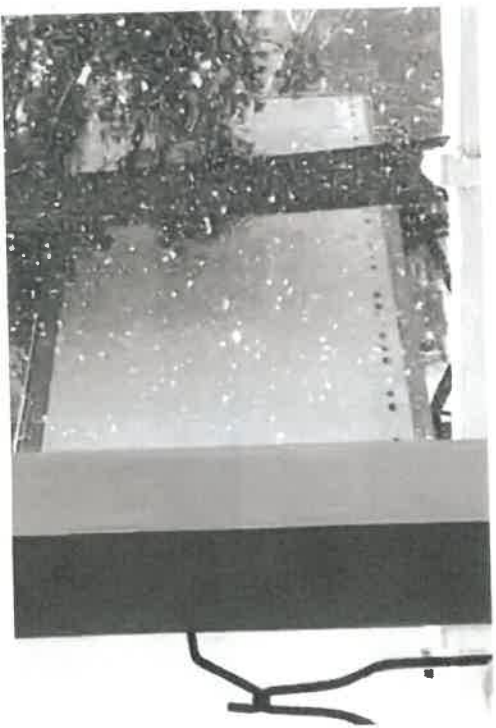




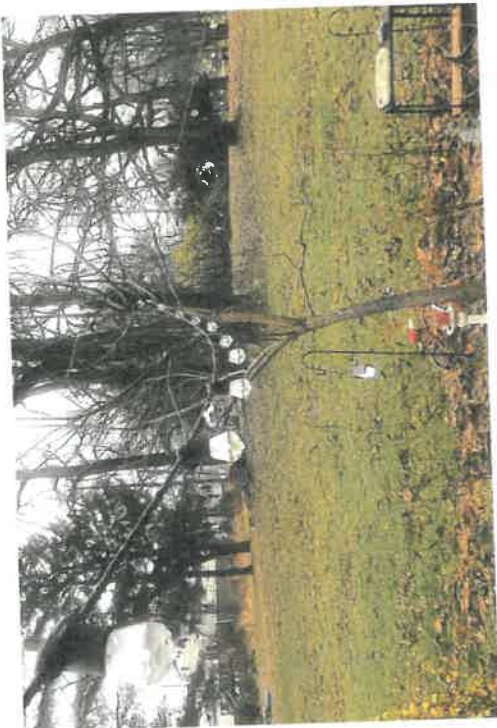


















October 1995



AVI 116

Last evaluated

12819 Cline Ave
Cedar Lake, IN 46303

Residential-Vacant

Land

Residence

0 0
Beds Baths

Search... Q

Search... Q



Parcel: 45-15-23-0

Parcel: 45-15-23-0

[View Additional Details](#) [Add to Results](#)

[View Additional Details](#) [Add to Results](#)

