



**CEDAR LAKE PLAN COMMISSION WORK SESSION MINUTES**  
**CEDAR LAKE TOWN HALL, 7408 CONSTITUTION AVENUE, CEDAR LAKE, INDIANA**  
**FEBRUARY 1, 2023 at 6:00 pm**

**Call To Order:**

Mr. Kiepura called the meeting of the Plan Commission Work Session to order on Wednesday, February 1, 2023 at 6:01 pm, with its members attending on-site and electronically.

**Roll Call:**

**Members Present:** Robert Carnahan, Member; Heather Dessauer, Member; Richard Sharpe, Secretary; Greg Parker, Vice President; John Kiepura, President. A quorum was attained.

**Members Present Via Zoom:** John Foreman

**Also present:** Don Oliphant, Town Engineer; Chris Salatas, Town Manager; David Austgen, Town Attorney; Ashley Abernathy, Planning Director; and Cheryl Hajduk, Recording Secretary.

**Absent:** none

**Old Business:**

**1. Harvest Creek (Formerly Silver Meadows) – Preliminary Plat for a 98-Lot Subdivision and Rezone**

Owner/Petitioner: Diamond Peak Group LLC, 1313 White Hawk Drive, Crown Point, IN 46307

Vicinity: 9210 W. 155<sup>th</sup> Avenue, Cedar Lake, IN 46303

Mr. Kiepura stated the first order of old business is Petitioner requesting Preliminary Plat for a 98-Lot Subdivision and a Rezone from Agriculture to PUD.

Mr. Michael Herbers, Diamond Peak, stated our Attorney has been in contact with Attorney Austgen regarding final critiques on all the PUD guidelines, covenants, and developer agreements. We are in our third round of review comments from Engineering and DVG has submitted some for further review. We have reached out to the Police and Fire Department to ensure street names are named properly.

Mr. Austgen commented any action considered by the Plan Commission Public Meeting following the continued Public Hearing, would have my recommendation, and that it be subject to final completion of terms, space holders and things of that nature.

Ms. Abernathy stated there is continued comment on Mr. Oliphant's letter would be if the Plan accepts the park land as it is and the park equipment. This will be a maintenance comment on his letter until the Plan Commission makes their decision on if they accept the fee in lieu of as park equipment. Mr. Kiepura stated everyone was in agreement with this from the last meeting.

Mr. Carnahan asked how many houses will there be in this first phase? Mr. Herbers responded 30 lots.

### **New Business**

#### **1. Railside – Rezone and Preliminary Plat**

Owner: Henn Holdings, LLC, 10702 W 141<sup>st</sup> Avenue, Cedar Lake, IN 46303

Petitioner: Vis Law, PO Box 980, Cedar Lake, IN 46303

Vicinity: 10702 W 141<sup>st</sup> Avenue, Cedar Lake, IN 46303

Mr. Kiepura stated the first order of new business is for a Rezone from Agriculture (Ag) to a PUD and a Preliminary Plat for a 29-Lot Subdivision.

Mr. Vis, Vis Law, stated there is an updated Planned Unit Development Agreement. One of the items previously discussed was the possibility of doing a turnover of the three detention ponds over to the Town for care and maintenance. They were advised this should be maintained with the ownership of an association that would be governed by covenants and maintained by the lot owners. It was stated there would be no sidewalks within the development, but a sidewalk would be needed at 141<sup>st</sup> and would go up to the railroad tracks and to the end of the property.

Mr. Vis commented in the PUD Agreement, there is a reference that an Association will be governed by Covenants and that each lot owner will contribute equally to those common areas. The detention ponds will be owned and maintained by the Association.

Mr. Vis commented we have a B-3 Zone and a M-1 Zone. There will be an attachment to the PUD Agreement, that will reference what those lot numbers are going to be. Also, what will be included before the final presentation is the reference number of feet from the road, to the edge of where the B-3 zone ends and where the M-1 zone commences. If someone purchases the B-3 lot that is closest up against the M-1 zone, and what if the owner wants to turn the lot next to it, which is a M-1 zone into a B-3 zone. The town officials agreed it would be ok if people purchased lots conjoining each other and that is in a M-1 zone and be able to use the M-1 that is immediately adjacent to the B-3 as a B-3, but if they are an M-1 purchaser, they cannot come further South and extend the M-1 to the South and including existing B-3 zone; so B-3 can push North but M-1 cannot push South.

Ms. Dessauer inquired if the ability to move B-3 North would continue for the entire subdivision. Mr. Vis responded in the negative and stated it would only be for the M-1 lots directly adjacent to the identified B-3 area on the plat.

Mr. Vis stated this development is adjacent to the railroad, to some residential, and some residential that is from the County and it's adjacent to another PUD that has commercial use. Some of the setbacks are specific to maximize the possible use for a person that would purchase a lot. One of the questions raised when we met with Town Officials, is when you put in a parking lot and in any of these lots, the parking lot would be in the front closest to the road. The question was how close to the road can we build. If they ran up North on the proposed road, the easement for public utilities would be about 20 feet on that side. On the right side which are the lots between the road and the railway, the utility easement is about 12 feet on that side. The Town Officials were in agreement as well as the Engineer that a person that owns a lot can start building their parking lot on the very edge of that easement that runs 12-feet on the East side and 20-feet on the West side. This is an easier line of demarcation than setting up a 20-foot building setback.

Mr. Vis commented there are two lots in a B-3 zone that are immediately adjacent to 141<sup>st</sup>, the proposal would be that the parking lots be built within 10-feet of the street right of way. The two lots at the entryway, they front on 141<sup>st</sup> and on the vertical street between them. Mr. Oliphant had asked about sight lines. We would like to finalize the proposed 10-feet makes sense from sight distance over a stop or whether we push that back.

Some of the lots will be adjacent to out lots and some will be adjacent to the railway and some will be adjacent to residential areas. At the Northern end of the development, there are commercial lots that are closer to residential areas. The proposal is that it be a 30-foot setback for building in those areas. For the M-1 lots that are adjacent to B-3 or to a pond outlot or next to a railway, the proposed is that the building be feasible and can be within 5 feet of those particular areas.

Mr. Carnahan asked why are the out lots are so much different than the other lots. Mr. Vis commented there is a significant need for drainage throughout this particular acreage. That is why it is so large especially the one and they need to be connected along the railway as we anticipate there will be water traveling between.

Mr. Austgen commented 5 feet seems skinny for an industrial heavy business area, more distance for the setback. Mr. Vis stated for the M-1 lots that are going to be adjacent to the railway, this allows parking spaces or outdoor storage as close to the edge of the railway as possible to maximize space but still allow five feet where they can have a fenced area as well as the greenery.

Mr. Vis commented lots 21 to lot 27, by virtue of the topography that is there and the need for a swale to be between out lot A and out lot B there is a 60-foot swale in the backside of those lots, so for lots 21 through 27, by virtue of the water flow between the out lots that are back there, they are already in essence the topography is imposing a minimum 60-foot setback.

Mr. Austgen commented notwithstanding the legality being met of having to have two access points for discussion purposes and ease of access of moving emergency equipment in response and vehicles and the like around. We keep squeezing more space in the improvement to have less room for those things. We would need to call these things out individually in the Development Agreement. The Building Department gets the permit application then they have some guidance on how each of these lots will be specific; the specific lots will be treated for issuance purposes. Mr. Kiepora commented he agrees with the safety factor and the need to have space.

Mr. Parker asked is the five feet from the railway easement or where the edge of the railway easement is. Mr. Vis responded the proposed is having a parking lot up to the open storage up to five feet from the railway easement. Discussion ensued regarding parking lot and emergency vehicles.

Mr. Carnahan asked by outlot B, it says exception of 821.27 and is a baseball plate shape with an L1, L2, L3, L4 and L5, and what is that. Mr. Vis stated remnants from a family feud from several decades ago. Certain persons have remnants of their family history to be forever preserved there and is owned by someone else. Mr. Salatas stated it is not annexed with the Town of Cedar Lake.

Mr. Vis stated in the Development Agreement, no sidewalks shall be required per Town Code along 141<sup>st</sup> Avenue. Mr. Kiepora asked if there will be sidewalks on 141<sup>st</sup>. Mr. Vis responded in

the affirmative. This is a B-3 and M-1 Zone, this is not an area to encourage pedestrian traffic and heavy traffic that will be coming through. Mr. Kiepura asked will there be parking on the street and will the Town allow parking on the street. Mr. Salatas commented by Ordinance it was the prerogative of the Town Council to restrict parking not on the street. Discussion ensued regarding sidewalks.

Mr. Austgen asked can a sidewalk go in between the entrance to this community and the railroad. Mr. Foreman stated they can do a sidewalk and eventually there will need to be a sidewalk on both sides. Mr. Vis commented they can work with the Town Engineers on what grade they need to stub to and when they get the authority from the railroad, the built-in will already be there.

Mr. Vis stated there will be an Association created with recorded Covenants that will maintain the three stormwater out lots. There are proposed finals for environmental review and utilities based upon questions that were raised in December, 2022.

## **2. Centennial Estates, Phase One – Conversion of Performance Letter of Credit to Maintenance Letter of Credit**

Mr. Kiepura stated the next order of business is for Conversion of Performance Letter of Credit to Maintenance Letter of Credit.

Ms. Abernathy commented that Mr. Yatsko could not be here for this meeting, but below is his correspondence email which was also attached in the packet:

From: Jeff Yatsko  
To: Ashley Abernathy  
Subject: Centennial Estates Phase 1 LOC Conversion  
Date: Tuesday, January 31, 2023 9:01:57 AM

Ms. Abernathy & Plan Commission,

I apologize that I am unable to be in attendance for the Plan Commission Workshop. We will be requesting acceptance of our Maintenance Letter of Credit for Centennial Estates Phase 1. The Maintenance Letter of Credit will be provided per the recommendation of Mr. Oliphant per his letter dated January 6, 2023. I appreciate your understanding of my absence and look forward to the public meeting on February 15.

Sincerely,  
Jeff Yatsko

Mr. Oliphant commented they will be ready.

## **3. L & L Capital Assets, LLC – Concept Plan Owner/Petitioner: L & L Capital Assets, LLC, 11125 Delaware Parkway, Crown Point, IN 46307 Vicinity: 13310 W. 133rd Drive, Cedar Lake, IN 46303**

Mr. Kiepura stated the next order of business is requesting a Concept Plan for a Rezone from R-1 to R-T.

Plan Commission  
February 1, 2023

Mr. Brad Lambert, L & L Capital Assets, commented due to the fact that the 133<sup>rd</sup> Drive is an elevated lot, a two-story structure would be overwhelming for the area in terms of the overall height and size of the structure. We would be looking to build an income property at this location. The large single four plex having four units was not going to work out and we would like to propose building two duplexes.

Ms. Abernathy mentioned to us that ordinances and square footage for the actual R-T zoning that we need to get on the property. We would not have been able to meet these two structures on a single lot, the first thing we need to do is subdivide this into two separate lots. We would like to request a variance on the North side of the property for a reduction that is a front yard setback seeing that it is a corner lot. We have the duplex floor plans overlaid onto the lots showing it would fit with the 20-foot side yard setback and front yard setback on the North side and have 16-feet in between the properties. We would like to request a variance for 15-feet on both the North and South and make the duplexes a little bigger and the size of the garages would increase. Mr. Kiepura asked what is the size of the lot. Mr. Oliphant commented .57 acres.

Mr. Lindemulder, L & L Capital Assets commented there is 20 feet on both sides which the prior did get approval for the 20 feet and then there would be 16 feet between which is 8 feet and 8 feet which is to code. There was a rear yard setback and was per developmental variance granted on July 9, 2020.

Mr. Carnahan asked what would the size of the garage be. Mr. Lindemulder commented we would like 12 feet by 20 feet for the garage. The living room would be larger and the master bedroom on the backside bedroom would be a larger to.

Mr. Parker commented we received a new zoning map and this lot did not make RT Zoning Map. They are trying to squeeze so much into this. The design was for a single-family home, but basically, they are trying to do the same thing as before except it is not a two story, they are trying to put four units onto that lot.

Mr. Lindemulder commented it is a mixed-use neighborhood. Ms. Dessauer commented historically they are trying to get away from multi use. Discussion ensued in length regarding building of the structures.

Mr. Lambert commented the dimensions are 155.5 by 136 feet and there are two side yards with 16-feet in between and 2 – 50-foot-wide structures.

Mr. Foreman commented in this case it is R-T and not multi-family. Discussion ensued regarding multi-family units.

Mr. Parker commented so you don't have that again and if RT is on the zoning map, and the zoning ordinance allows for it, then that's where R-T would go. Mr. Oliphant commented the zoning map was not re-done completely. Mr. Parker stated there needs to be a guideline to go by so they do not have that again. If there is R-T on the map, and the Zoning Ordinance allows for that, then that is where it should go. Discussion ensued in length regarding building on this lot.

Mr. Kiepura asked how many variances are needed. Ms. Abernathy commented they resubmitted new plans. The new submittal is less than the initial number of variances on the property; having two residential lots on one lot, undersized garages. I will confer with Mr. Austgen regarding if they

subdivide, do they need to redo the previously granted reduction in side yard and rear yard setbacks.

Mr. Oliphant stated the current zoning map shows this vicinity is R-1 minus one R-2 parcel directly to the North and then it gets into M-1.

Mr. Kiepura stated he needs to know what variances are needed. Mr. Lindemulder stated it was the only yard setbacks. Mr. Kiepura asked if the picture of the house on the plan is the house that is intended to be built. Mr. Lindemulder commented the garage would be wider with a standard 10-foot door and inside would be 12-feet. The roof line would be made taller and the front porch would be deeper.

Mr. Kiepura commented they have homework and are welcome to come back at the next work session in March. Discussion ensued in length going from R-1 to R-T rezone. Ms. Dessauer commented she would like Mr. Foreman to contribute more on this rezone.

**Update Items:**

1. Building Regulations & Fee Amendment

Getting close.

2. 133<sup>rd</sup> Commercial Corridor Moratorium

Getting close, maybe a month.

3. Beacon Pointe East, Unit 1 – Performance Letter of Credit Expires May 4, 2023

Talking to developers to see where they are going.

4. Beacon Pointe West, Unit 5 – Performance Letter of Credit expires May 19, 2023

Unit 1 will probably go quicker than Unit 5. It has not paid for the final asphalt.

5. Hanover Community School Corp – Performance Letter of Credit expires May 24, 2023

Working on it.

**Public Comment:** Mr. Parker asked is it a hardship if someone starts building something and it cannot be completed. Mr. Salatas responded in the negative. Financial considerations are not considered a hardship per Board of Zoning Appeals.

Mr. Austgen commented the income generating this discussion is absolutely not relevant to any decision making.

Ms. Abernathy stated the third Finding of Fact for any developmental variance has to be a condition peculiar to that property that prevents you from being able to fall in the zoning ordinance.

Mr. Austgen stated they are asking for a zone change and that is worse than a variance. They need to meet the statutory criteria under Section 603 and that is their burden and if they cannot meet that burden; any one of the five, they fail.

Plan Commission  
February 1, 2023

Mr. Austen commented in old Cedar Lake, it is the division of hardship with people upgrading and rehabbing their home. Mr. Parker commented that is what he is thinking of BZA hardship.

Ms. Abernathy commented an email will be circulated to the Board as well as Board of Zoning Appeals and Town Council, we are holding a Joint Plan Commission BZA Training Session by Mr. Austgen on February 16, 2023 at 6:30 p.m.

**Adjournment:** Mr. Kiepora adjourned the meeting at 7:19 p.m.

TOWN OF CEDAR LAKE PLAN COMMISSION

---

John Kiepura, President

---

Greg Parker, Vice-President

---

Richard Sharpe, Secretary

---

John Foreman, Member

---

Robert Carnahan, Member

---

Heather Dessauer, Member

ATTEST:

---

Cheryl Hajduk, Recording Secretary

*The Minutes of the Cedar Lake Plan Commission Work Session 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.*

*Cedar Lake Plan Commission: Minutes of the Work Session February 1, 2023*