



CEDAR LAKE PLAN COMMISSION PUBLIC MEETING MINUTES
CEDAR LAKE TOWN HALL, 7408 CONSTITUTION AVENUE, CEDAR LAKE, INDIANA
June 19, 2024 at 7:00 pm

Call To Order:

Mr. Wilkening called the Plan Commission Public Meeting to order on Wednesday, June 19, 2024, at 7:52 pm with its members attending on-site. The Pledge of Allegiance was said by all.

Roll Call:

Members Present via Zoom: None. **Members Present On-Site:** Chuck Becker; Greg Parker; Robert Carnahan; James Hunley; Heather Dessauer, Secretary; Jerry Wilkening, Vice President; A quorum was attained. **Also present:** Don Oliphant, Town Engineer; David Austgen, Town Attorney; Jeff Bunge, Town Manager; Tim Kubiak, Director of Operations; and Cheryl Hajduk, Recording Secretary.

Absent: John Kieपुरa, President

Minutes:

Mr. Wilkening entertained a motion for the May 1, 2024 Work Session and the Special Public Meeting for May 1, 2024, a motion was made by Mr. Parker and seconded by Ms. Dessauer to approve the same. Motion unanimously passed by roll-call vote.

Mr. Becker	Aye
Mr. Parker	Aye
Mr. Carnahan	Aye
Mr. Hunley	Aye
Ms. Dessauer	Aye
Mr. Wilkening	Aye

Old Business:

- 1. 2024-10 – Schilling Development – Preliminary Plat**
Owner: Cedar Lake 133, LLC, PO Box 677, St. John, IN 46373
Petitioner: Schilling Development, PO Box 677, St. John, IN 46373
Vicinity: 5604 W 141st Avenue, Cedar Lake, IN 46303

Mr. Wilkening stated the first order of old business is for a Petition requesting a Preliminary Plat for Lakeside South Unit 1 for a total of 34 lots and 4 outlots.

Mr. Jack Slager, on behalf of Schilling Development, representing Cedar Lake 133, LLC, commented we are requesting a 30-day deferral. We have two issues that we are working through with the Town staff.

A motion was made by Mr. Parker and seconded by Ms. Dessauer to defer this Petition for 30-days to the next work session next month. Motion unanimously passed by roll-call vote.

Mr. Becker Aye
Mr. Parker Aye
Mr. Carnahan Aye
Mr. Hunley Aye
Ms. Dessauer Aye
Mr. Wilkening Aye

2. 2024-11 Newenhouse – Preliminary Plat

Owner: Melissa Newenhouse, 14829 Reeder Road, Crown Point, IN 46307

Petitioner: Michael Newenhouse, 14829 Reeder Road, Crown Point, IN 46307

Vicinity: 14829 Reeder Road, Crown Point, IN 46307

Mr. Wilkening stated the next order of business is for a Petition requesting a Preliminary Plat for a One Lot Subdivision.

Mr. Michael Newenhouse, 14829 Reeder Road, Crown Point, IN 46307.

Mr. Oliphant commented the letter from May 28, 2024 is outstanding.

Mr. Newenhouse stated he finally received the resubmittal from the surveyor.

A motion was made by Ms. Dessauer and seconded by Mr. Parker to defer this Petition to the next work session next month. Motion unanimously passed by roll-call vote.

Mr. Becker Aye
Mr. Parker Aye
Mr. Carnahan Aye
Mr. Hunley Aye
Ms. Dessauer Aye
Mr. Wilkening Aye

New Business:

1. Extension of Cedar Lake Storage Performance Letter of Credit

Mr. Nathan Vis on behalf of Cedar Lake Storage, and Mr. Chris Porter, commented we submitted a 120-day extension and we are waiting on all of the drains to be delivered to the site and they are two to three weeks out. We have Lambert concrete lined up for all of the concrete work and that is to entrench the drains in the two areas, as well as, to put the forms in and the variety of lights that needed to be installed. We believe we can reduce the 120-day request to a 60-day request, but we are waiting for the infrastructure to get there. The larger Line of Credit that the Town has runs through October 2024. There is a smaller Line of Credit of \$7,700 and that runs through July 1, 2024 and this was on the Town Council Agenda for an extension.

Mr. Carnahan commented the paving was supposed to be done on June 15, 2024. Mr. Vis stated we have been in communication with the Town advising of some of the delays we have been experiencing due to the rain and things of that nature. Discussion ensued.

Mr. Carnahan asked what is happening with the paving under the 20 vehicles. Mr. Vis commented in-between the buildings is where the drains are going to go. Once that is done, a surface coat is going to go over everything. A lot of the delays are from the rain this Spring and the infrastructure with the drainage.

Mr. Wilkening commented the original request from last year, there was a proposed assurance and was doubled, we have nothing that would allow us to do this project, other than money. Where is the documentation that gives the proposed assurance. Does the contract with their customers state they may have to move their vehicles in certain situations. Mr. Kubiak can move the items if he had to. We do not have a way to access the property, because we have no documents to agree to it. Mr. Vis stated the assurance that the Town wanted was dollars paid to be able to move the items, as well as, to finish the project. Mr. Wilkening asked do we have the authority to move the items. Mr. Vis stated he believed the Town can. The Town was aware that we needed to add more to the Line of Credit to make sure we could bring in somebody for towing, if necessary. Mr. Wilkening commented he asked two weeks ago if there was something regarding exactly this and there is still nothing except the Line of Credit.

Mr. Wilkening asked do we have legal right to go on private property and move private property. Mr. Austgen commented it is questionable. Discussion ensued.

Mr. Parker commented we did the calculations on having a recovery for the towing company to move items and we had this dialogue and what the approvals were based on. This does not give us the authority to move these items if we need to pull the Letter of Credit. Mr. Austgen commented it might not. The discussion was how does the Town access a portion of the parcel to be improved and it was discussed regarding legal liability or legal authority standing to move vehicles or move equipment, so that the assurity has been provided and could be used.

Mr. Vis commented the discussion that was previously had, was what would be the estimated amount of time to move the infrastructure from one side to the other and finish the one side and flip it back. Mr. Parker commented we did not have discussion on the legal authority to do that, and it was thought there wasn't any legal authority, because the Town moves vehicles from time to time from private property and otherwise. Mr. Austgen stated we talked about arrangements of the business owner with his customers whether there was language or authority granted within that license or lease to permit the Town to make those actions.

Mr. Wilkening commented we have money and isn't sure if we can legally get the job done if we have to. Discussion ensued regarding documentation. Mr. Vis stated he can draft a contract that says if the Town needs to pull on the Line of Credit and we cannot come to a resolution, and the Town wants to access the property, my client will assign the authority to step in to move the equipment back and forth to accomplish the project. My client has the authority, because he states where items can be stored on his property and this gives him the right to move items on the property. We are not dealing with a specific unit; we are dealing with exterior storage.

Mr. Parker commented a 45-day deferral can be proposed and if 60-days is needed, they can come back and ask for 60-days.

Mr. Kubiak commented 11 vehicles that may need to be moved. They are making progress and giving a 60-day extension is not an unreasonable request.

Mr. Wilkening commented when someone sees the equipment sitting back there for months and months, and is not moving, it is either being stored there or there is a delay. Mr. Vis commented they are in a contracting business, and that is why the equipment is back there for their home building business. Mr. Wilkening commented this was not allowed in the original Planned Unit Development of having heavy equipment. Mr. Vis stated it is there to be used on site.

Mr. Wilkening commented for the owners to send Mr. Bunge a copy of their lease.

A motion was made by Mr. Parker and seconded by Mr. Hunley to extend the deadline for the Performance Letter of Credit for 45-days from today's date. Motion passed unanimously by roll-call vote.

Mr. Becker	Aye
Mr. Parker	Aye
Mr. Carnahan	Aye
Mr. Hunley	Aye
Ms. Dessauer	Aye
Mr. Wilkening	Aye
Mr. Kiepura	Aye

Update Items:

1. Cedar Lake Storage – Phase 2 Update

Was discussed under the Extension of Cedar Lake Storage Performance Letter of Credit.

2. Cedar Lake Storage – Performance Letter of Credit expires July 1, 2024

Mr. Austgen stated this was extended and the amount is \$7,700 for another year.

3. Beacon Pointe Unit 3 – Maintenance Letter of Credit expires July 12, 2024

Mr. Oliphant commented this is good to go and we will write a letter to the file.

4. Beacon Pointe East, Unit 4 – Performance Letter of Credit expires July 25, 2024

Mr. Oliphant commented this will extend for a full year.

5. Beacon Pointe East, Unit 1 – Performance Letter of Credit expires July 30, 2024

Mr. Slager commented we are working on a plan to amend the design and enhance the maintenance of the pond. We hired a company to do regular pond inspections every two to three weeks and applications for controlled submerged weeds and for algae. The maintenance of the ponds is paid for and controlled by the HOA. We installed the detention pond and then turned the Homeowner's Association to the builder, which is McFarland Homes. Their Homeowner's Association is a maintenance free development, so they handle the lawn mowing, snow removal for the homes and maintenance of the ponds. The pond was probably neglected in the first year and we are paying the price now.

Mr. Hunley asked is there a timeline when this may be accomplished. Mr. Slager commented we are going to get the Performance Letter of Credit for another three months and then start with the enhanced maintenance.

Mr. Wilkening asked was the spill way supposed to be a dry bottom. Mr. Oliphant responded in the negative. That was a water quality feature that met our Ordinances. Discussion ensued regarding the maintenance of the pond.

Mr. Carnahan asked if the new plan has been received. Mr. Oliphant commented we received the new plan from DVG and we have gone back and forth with things we would like to see. This is the reason for the three-month extension and we need to get this fixed long term.

Discussion ensued regarding the grading of the pond and how deep it is.

6. Rose Garden Estates, Unit 3 – Performance Letter of Credit expires August 22, 2024

Mr. Oliphant commented it is for \$1.9 million.

Tabled:

2023-18 Bay Bridge

2023-19 Founders Creek

2023-20 Red Cedars

Public Comment:

Mr. Parker commented the grades around that pond are almost unmaintainable and he is not sure if this could have been done differently. Discussion ensued in length regarding the maintaining of the pond.

Mr. Slager commented there was a design put forth by our engineer following the Town's Ordinance and approved by your engineer. More discussion ensued regarding getting rid of the weeds in the pond and connecting the two ponds.

Mr. Slager commented the primary purpose is to store stormwater. Any modifications that we make, what affect does that have with the ability to store stormwater. We will then have to do proper maintenance after that.

Ms. Angie Mikolajczak, 12806 Lee Court, commented she was at a Plan Commission meeting talking about storm water on my property and the Board was not happy about that. She didn't appreciate it and was treated unfairly about needing to bring up a storm water issue on her property. At the last Plan Commission meeting, she brought up a storm water violation and the Town said they would come and look at it and they have not. This was on May 15, 2024.

Mr. Parker asked water is coming from your neighbor's property through a black pipe. Ms. Mikolajczak responded in the affirmative. Mr. Kubiak commented it is on his radar to go out and take a look.

Ms. Mikolajczak commented the same discussion occurred in the Storm Water Board Meeting and the engineer agreed, there isn't anywhere for the water to go and comes onto my property.

Mr. Parker commented the gutter drains are supposed to go towards the street and not toward the neighbor's house, is this correct. Mr. Kubiak commented any water discharge from another house is

supposed to be ten feet from the property line. It should not go directly to a neighbor's yard. Discussion ensued.

Ms. Mikolajczak commented the neighbor's stormwater is now becoming my issue. There isn't a violation being given by my neighbor, but she is receiving violations for other things. The recorded plat for the subdivision should have a 15-foot drainage easement around the whole subdivision.

Mr. Parker commented that Attorney Austgen will be looking into matters in Lee Cove.

Mr. Oliphant commented there is an 8-foot side yard setback and they are built right up to it. Discussion ensued regarding gutters and setbacks.

Mr. Wilkening asked is there an easement behind the houses. Mr. Kubiak commented there is a 15-foot drainage easement, but it is not sure if there is a swale. Ms. Mikolajczak commented there is 30-feet on the north side from her house and the corner of my house to the property line, there is 30-feet according to the survey. The other corner is 27-feet to the property line. The permit shows there is 38-feet in the back of the house. Mr. Oliphant commented those are approximate distances, but right now it shows 13.3-feet from the rear property line to the steps of the deck.

Ms. Mikolajczak commented the property behind our home is undeveloped, there was an issue with a shed there and an issue with the foundation with rocks. The shed is still there, which is supported up by railroad ties of two to six feet in certain areas. A concrete truck dumped concrete onto some stone that has not been removed or brought to grade. Discussion ensued that the neighbor did some concrete work there and that is where it came from.

Discussion ensued regarding fines being issued.

Mr. Wilkening asked what is the procedure on follow-ups. Mr. Bunge commented within in a couple of days and he just found out about the washout. Discussion ensued regarding Mr. Young using the property.

Ms. Mikolajczak asked why is there favoritism to this contractor over me. Mr. Wilkening commented whatever happened before tonight, he does not know, he isn't in this building but a couple times a month.

Mr. Parker commented Mr. Young has gotten away with a lot over the years and using a side lot for his construction business, this should not be overlooked. Mr. Kubiak saw a concrete trailer there for a day, but then it was gone.

Mr. Wilkening commented he doesn't get any more inspections until he has this cleaned up and pays the fines. Is this legal. Mr. Austgen responded in the affirmative. Discussion ensued.

Discussion ensued regarding debris at Fernwood and 13934 Hobart Street.

Mr. Robert Grosek, 14055 Deodor Street, commented Beacon Pointe, Unit 1, he would like to see the pictures of the subdivision from 2020. Mr. Oliphant commented the pond was always in the plan. Discussion ensued regarding the pond and what was going to be done to clean it out.

Discussion ensued between the Board members regarding the barn on Parrish Avenue. Mr. Wilkening commented the new owner would need to maintain with what runs with the land. Ms. Dessauer commented the barn is not coming down and there is no Demolition Permit for the barn and it is an Update Item for the Unsafe Board.

Mr. Wilkening asked how many times can a permit be renewed. Mr. Kubiak commented one more time and a project should be done in two years. Mr. Wilkening asked what happens if a final inspection is not done. Mr. Kubiak commented they re-submit for a new permit and start over again with a new permit, start out cost and possibly a new Scope of Work. Discussion ensued.

Mr. Wilkening asked what is going on with MS4 violations. Mr. Oliphant commented he does not know when fines are assessed or collected. Discussion ensued and the fines need to stay consistent.

Adjournment: Mr. Wilkening adjourned the meeting at 9:11 pm.

TOWN OF CEDAR LAKE PLAN COMMISSION

John Kiepura, President

Jerry Wilkening, Vice-President

Heather Dessauer, Secretary

James Hunley, Member

Robert Carnahan, Member

Greg Parker, Member

Chuck Becker, Member

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 June 19, 2024.