



**TOWN OF CEDAR LAKE REDEVELOPMENT COMMISSION PUBLIC MEETING**  
**CEDAR LAKE TOWN HALL, 7408 CONSTITUTION AVENUE**  
**May 17, 2021, at 6:00 pm**

**CALL TO ORDER:**

Mr. Nathan Vis called the regular meeting to order at 6:00 pm., on Monday, May 17, 2021, with its members attending on-site and remotely. All recited the Pledge of Allegiance.

**ROLL CALL:**

**Members Present:** Nathan Vis, President; Eric Burnham, Vice-President (via Zoom); Doug Spencer, Secretary; Jolie Covaciu, Member; Randy Niemeyer, Member. A quorum was attained.

**Also present:** Tracy Haskell, Hanover School District Liaison; Robert Carnahan, Town Council Liaison; Rick Eberly, Town Manager; Dave Austgen, Town Attorney; and Margaret Abernathy, Recording Secretary Pro-Tem.

**Absent:** Brian Smith, Crown Point School District Liaison, and Jennifer Sandberg, Clerk-Treasurer

**PRESENTATION OF “EXPLORE EVERYDAY COMMUNITY RECOGNITION” AWARDS**

Mr. Vis explained the history and purpose of the “Explore Everyday Community Recognition” program and invited Larry Nagy of Nagy’s Automotive to come forward to say a few words.

Mr. Larry Nagy, who has served the Town on various boards and commissions in the past, stated that he started the business 46 years ago in the same location as it is now. He stated that he hasn’t been impacted badly by COVID; it was his biggest year they have had in business. Mr. Nagy noted that they currently have two part-time employees. At one time, they had numerous employees; however, when things got tough, they had to downsize. At one point, there were two locations with the second one being a gas station at 133<sup>rd</sup> Avenue and U.S. 41.

Mr. Vis congratulated Mr. Nagy for the excellent service he has provided to the Town over the years as a businessman and as a member on various boards. Mr. Vis presented him with his award letter and certificate.

**CONSENT AGENDA:**

Mr. Vis advised the next item on the agenda is the Consent Agenda for the April 19, 2021, Regular Meeting Minutes and the monthly claims, Fund No. 404: \$0 and Fund No. 804: \$1,937.50.

Mr. Vis asked Attorney Austgen if Krohn & Associates is a company that the Town routinely utilizes. Attorney Austgen responded that the Town utilizes them for the sustainability policy initiative and administrative processing. Mr. Niemeyer advised that the sustainability policy initiative is part of the full-scale financial analysis for the Sustainability Plan that includes a TIF analysis.

Mr. Vis asked that the TIF analysis be added to future agendas under Project Updates.

Mr. Spencer made a motion to approve the consent agenda; Mr. Niemeyer seconded the motion. Motion carried unanimously by roll-call vote:

Jolie Covaciu	Aye
Doug Spencer	Aye
Randy Niemeyer	Aye
Eric Burnham	Aye
Nathan Vis	Aye

**NEW BUSINESS:**

**A. Explore Everyday Community Recognition Nomination:**

Mr. Vis advised that the next item on the agenda is to nominate a recipient for the “Explore Everyday Community Recognition” award and entertained any nominations for the same.

Mr. Burnham made a motion to nominate “Cedar Lake Kitchen”; Mr. Niemeyer seconded the motion. Motion carried unanimously by roll-call vote:

Jolie Covaciu	Aye
Doug Spencer	Aye
Randy Niemeyer	Aye
Eric Burnham	Aye
Nathan Vis	Aye

**B. Façade Grant 2021 Application – #21-8 Cedar Lake Storage, 9011 West 133<sup>rd</sup> Avenue**

Mr. Vis asked the petitioners to come forward to discuss their proposed project and disclosed for the record that he has provided the Porters with legal advice and services. He affirmed that the same would not create a conflict. Mr. Vis furthered that when he received a call from Mr. Bob Porter inquiring about submitting an application, he encouraged Mr. Porter to do so.

Mr. Tim Porter and Ms. Dawn Crawford presented to the Commission. They purchased the property in October of 2020, are converting it into an indoor/outdoor storage business, have received a Special Use Variance for the same with 119 parking spaces by the Board of Zoning Appeals, are seeking a one-lot subdivision at the Plan Commission. They would like to improve the property by landscaping, painting, installing new siding on some of the buildings, and installing a new parking lot. A portion of an existing building will be used as their office and a portion will be used as rental property. The total project cost is estimated to be \$90,800.

Mr. Niemeyer noted that it is the old Cedar Lake Lumber, that it needs redevelopment, and that it fits the definition of façade grant improvements.

Mr. Carnahan noted that the parking lot floods with rain and asked if they are working on that issue. Mr. Porter responded that they have DVG working on that and that a retention pond would be installed. When

asked if he will divide the larger buildings and have multiple units similar to other storage facilities, Mr. Porter responded that they will determine that based on the market demand.

Mr. Niemeyer stated that any action taken at this meeting should have a contingency of Plan Commission approval of the one-lot subdivision because that has not been voted on as yet; until that is voted on, they do not really have a project until that is done. Anything done tonight needs to have that caveat attached to it.

Mr. Eberly advised that if the RDC approves a grant tonight, they may not be able to meet the six-month deadline and may need to come back to request an extension.

Ms. Covaciu stated that the RDC is better voting on and granting that money at this meeting because the allocated funds for the year are running low. She instructed the petitioners to keep the deadlines in mind and to contact Mr. Eberly or Ms. Abernathy at the Town in the event that extension is needed.

Ms. Covaciu made a motion to award a total Façade Grant of 20% of the receipts based on the cost estimate of \$90,800 with the total payout amount not to exceed \$18,160, contingent upon the Plan Commission's approval of the one-lot (1-lot) subdivision, noting that there is a six-month timeframe in which the funds are allocated; Mr. Niemeyer seconded the motion. Motion carried unanimously by roll-call vote:

Jolie Covaciu	Aye
Doug Spencer	Aye
Randy Niemeyer	Aye
Eric Burnham	Aye
Nathan Vis	Aye

Mr. Vis advised the petitioners to keep in contact with Mr. Eberly or Ms. Abernathy and to keep in mind the six-month time period and to please come back should they need an extension.

**C. Resolution No. 2021-01 – Consolidated Cedar Lake 133<sup>rd</sup> Avenue Economic Development Area TIF Revenues**

Mr. Vis advised that the next item on the agenda is Resolution No. 2021-01, the Consolidated Cedar Lake 133<sup>rd</sup> Avenue Economic Development Area TIF Revenues.

Attorney Austgen advised that this resolution, pursuant to the Indiana Code, is required to be considered by this Commission and served upon the overlapping taxing units so that the TIF increment is captured so that the debt service is satisfied, the obligations that are committed to the TIF revenue stream are satisfied or able to be paid and for the necessary expenses of the conduct of business of redevelopment in town. He further advised that the resolutions before them tonight are for the 133<sup>rd</sup> Avenue Consolidated TIF District allocation area and the SVT LLC Allocation Area TIF District.

Mr. Vis asked if the bankruptcy that was gone through a couple of years ago impacts the ability to collect more. Attorney Austgen responded in the negative and advised that the TIF allocation area will be coming before the Redevelopment Commission at some point in the future.

Mr. Niemeyer made a motion to approve Resolution No. 2021-01; Mr. Spencer seconded the motion. Motion carried unanimously by roll-call vote:

Jolie Covaciu	Aye
Doug Spencer	Aye
Randy Niemeyer	Aye
Eric Burnham	Aye
Nathan Vis	Aye

**D. Resolution No. 2021-02, Consolidated Cedar Lake SVT Allocation Area TIF Revenues**

Mr. Vis advised the next item on the agenda is Resolution No. 2021-02, a resolution for the allocation of TIF funds in the Strack and Van Til Allocation Area TIF revenues.

Mr. Niemeyer made a motion to approve Resolution No. 2021-02; Ms. Covaciu seconded the motion. Motion carried unanimously by roll-call vote:

Jolie Covaciu	Aye
Doug Spencer	Aye
Randy Niemeyer	Aye
Eric Burnham	Aye
Nathan Vis	Aye

Mr. Niemeyer advised that the signature pages for both the resolutions have scrivener's errors that need corrected: Ms. Covaciu's last name was misspelled and Mr. Niemeyer's name was completely left off. Mr. Vis duly noted the same for the record.

**E. Summer Winds Commercial Agreement Continued Discussion**

Mr. Vis advised the next item on the agenda is Summer Winds Commercial Agreement for a continued discussion as it was deferred at the April meeting.

Ms. Covaciu stated that she believes it was deferred so that Attorney Austgen could have time to look into the matter advise on the same.

Attorney Austgen advised that an application and request was entertained by Mr. Lambert and his development team to participate in the infrastructure improvements related to his commercial project; that project consideration took several months in the context of developing a formula, a methodology, a way of assessing and analyzing how to properly contribute so legalities were met, balances were achieved, and responsibilities to our tax payers were balanced with the related expenditure for participation and costs; and that ultimately, the RDC concluded with the approval of a methodology, had a policy and program established, and integrating the estimated costs and expenses arrived at an amount of participation. The meeting reflected what the motion was related to that. It was \$270,000 that you deemed appropriate for participation based on your objective formula.

Mr. Niemeyer stated that a development matrix was created as a way to plug into a set of objectives rather than opinions.

Attorney Austgen stated that Mr. Niemeyer made the motion, Doug Spencer seconded the motion, and the Commission authorized the distribution of funds in a manner contemplated by your formula. All the

aforementioned is in the record. What is not in the record is the direction to prepare an economic development agreement or a development agreement undertaking, nor was one prepared. There was no acknowledgment of acceptance by Mr. Lambert, or anybody on his development team; and the air went black for a period of time until last month from that meeting to this discussion one month ago. An agreement is a meeting of the minds, a meeting of the minds based upon an offer being made, acceptance being reached, and consideration being included or injected for the agreement to take place. Attorney Austgen stated that he does not see that having happened. There was a commitment, and the money was referenced in a specific amount and from what sources. There was not a corresponding acceptance and the consideration that would accompany such an agreement, and we had no public meeting action of approval of a formal agreement based upon those factors.

Ms. Covaciu stated that she was not aware of these things and is disappointed that she was not made aware that other criteria needed to be met, especially something she was enthusiastic about what it is and what it can bring to the town. Ms. Covaciu commented that Mr. Lambert's legal counsel should have advised him to do what was necessary. Attorney Austgen stated that Ms. Covaciu's comments were fair; however, the funding was coming from a combination of funds from other Town sources that were a participatory amount and are contemplated by your policy and in your assessment of what the amount should be.

Mr. Niemeyer stated that it is noted in the minutes that the RDC was to approach the Utility Board for the portion of those funds that were utility related, just shy of \$200,000 between stormwater and water, which is the most significant part of that. We have the ability to offer recapture agreements by statute, and those must be done in writing. In this case, there was nothing done with that portion that would have allowed the Utility Board to take up an action. Everything must be done in writing according to statute relating to those recapture agreements. Mr. Niemeyer further stated that he had mentioned it to the Utility Board after the meeting what the Redevelopment Commission was in support of; unfortunately, there was never any overture by Mr. Wieser to work on that agreement to negotiate the terms or conditions. The Utility Board couldn't move forward without having the terms worked out of how it is going to be remunerated. Without that, we really have nothing to stand on the statute by either. All of that would have been negotiated, and the Town is not going to negotiate after it's already been built.

Mr. Niemeyer commended Mr. Lambert for doing a tremendous job with the project and stated that he holds nothing against Mr. Lambert; he further stated that after-the-fact actions are very dangerous.

Lengthy discussion ensued.

Mr. Vis stated that that the RDC made a commitment to Mr. Lambert to reimburse him the \$270,000 if he built the development and installed the infrastructure. There were assessments that still needed to be made on our end as to where it would come from, but the offer was made; and in his mind, acceptance was made when Mr. Lambert invested a significant amount of time and money to build it within the next two years. He further stated that in his mind, the only items that need to be assessed is when we commence the seven years of payment, suggesting starting in 2022, and that we approach the Utility Board as to how we can prorate the same.

Ms. Covaciu stated that she will move forward in support of the petition. Mr. Niemeyer advised that anything that the RDC would give can only be from the TIF and cannot be the utility portion. Mr. Vis stated that the bid form shows \$173,000 in asphalt, paving, and curbs; \$5,000 in landscaping; \$3,500 in light and electrical; \$4,800 in general conditions; \$8,200 for engineering.

Attorney Austgen advised that the reimbursement agreement would be for water and sewer and that he is more concerned with the recapture area that would be connected that would result in reimbursement to the original developer.

Mr. Lambert commented that he thought the process that had taken place was the process. Attorney Austgen responded that there would be an interagency, participatory relationship.

Attorney Austgen advised that from a pure audit perspective, to have no documentation of how the three or four departmental sources of funds are going to be participatory in this is a problem all by itself. It is contemplated that there are funds to spend on redevelopment, that is what I.C. §36-7-14 is all about. However, just having air between us and not having anything confirmatory, legal, appropriate, audit reviewable fashion means every year for the next seven years, if you make a motion tonight and check off on this, we have air to be audited to be checked and verified between here and there.

Mr. Niemeyer advised that if there is a motion acted upon tonight, we will need some review by our financial advisors to make sure that whatever is done is going to pass that smell test. Mr. Niemeyer explained the budget process and what accompanies it, such as ordinances and resolutions. While Mr. Lambert may be ignorant to some of it, his attorney is not. Mr. Vis concurred with Mr. Niemeyer that doing things on the back end is a terrible way to do business, but he believes we have logged enough how we got here and that it was a two-way street. He noted that things should have been done better on both sides back in 2019.

Mr. Vis stated that his assessment and interpretation of Redevelopment Commission law is that we can apply monies, not only to new developments but to redevelop areas. Mr. Lambert's property was both a new development and a redevelopment of an area that was undeveloped. We do that on a monthly basis with the façade grant program. He further stated that it would be his assessment that recognizing they do not have the ability to go back in time and approach the Utility Department for what they did, but there is more than enough in the documents which have been submitted that there have been significant infrastructure developments that meet the \$270,000 mark. Mr. Vis explained that by paying \$270,000 in two installments of \$19,250 per annum, in April and October for 7 years, we accomplish realizing our commitment towards this project in a manner which accomplishes one of the questions that Mr. Lambert had two years ago, which was relief at tax time for anticipated relief. It fits the schema that we had of remittance over 7 years. He believes that to be a fair and equitable resolution to this difficult situation.

Discussion ensued.

Attorney Austgen stated for the record legally, "You as a Redevelopment Commission do not have the authority or standing over municipal utility funds or participation, so as you're considering your actions tonight, or going forward, please know that you have authority over TIF funds that are within your budget and your accounts. That's what you have."

Mr. Burnham asked how we came up with the number \$590,000, which ultimately got down to \$280,000. Mr. Niemeyer responded that it was plugged into the developmental matrix that Veridus Group prepared for the Town.

Mr. Vis made a motion from the chair to replace the motion of May 20, 2019, with a motion to commit the sum of \$19,250 in April and October of each year of TIF revenue funds, commencing spring 2022,

towards the development project known as the Summer Winds Plaza as reimbursement for infrastructure, façade, and other development contingent upon Mr. Lambert remitting to the Commission on or within thirty (30) days invoices showing in excess of \$400,000 paid towards those improvements.

Mr. Niemeyer advised that the original motion would have to be rescinded by the person who made it and then concurred by the person who made the second. He stated that as the person who made the motion back then with the contingency that the discussion with the Utility Board would take place, which cannot now, the motion was what it was; the professional attorney that Mr. Lambert had should have recognized what the next step was; and he does not rescind that original motion.

Mr. Vis asked Attorney Austgen if there are ways to amend or alter the original motion. Attorney Austgen responded that Mr. Vis could solicit a motion to rescind it.

Mr. Niemeyer stated that he does not want to stand in the way of the Commission doing what they want to do but asked that whatever happens here goes in front of the Town's financial advisor for review before anything is signed because it could have an impact on the sustainability report, which could affect other projects, such as the lake dredging and the Morse Street reconstruction.

Attorney Austgen advised that the contribution of the Utility Board cannot be recaptured at this point and that public meeting action approval of the fund expenditure begged for that agreement.

Mr. Niemeyer stated that there is nothing in the way of anyone making a motion on an item that is a public meeting agenda item. It only means that the motion would need to be something entirely different. No one can rescind or amend the motion that he made without him making or concurring with that motion.

Mr. Burnham asked Mr. Vis how he came up with his number. Mr. Vis explained that he took \$270,000 and divided it by 7, and then divided that by 2, which is \$38,500 contribution each year. Mr. Burnham asked if he was taking out the stormwater and leaving the TIF portion.

Mr. Vis made a motion to approve out of TIF funds the sum of \$19,250 each April and each October, commencing spring 2022 for 7 straight years as reimbursement to Summer Winds Commercial for public infrastructure improvements that they have made, contingent upon a showing of invoices showing paid in receipt in excess of \$400,000 on or within 30 days of today's date, subject to review of the Town's financial advisor, Corby Thompson of OW Krohn & Associates, LLP. Lengthy discussion ensued. Ms. Covaciu seconded the motion. Motion carried 3 Ayes to 2 Nays by roll-call vote:

Jolie Covaciu	Aye
Doug Spencer	Nay
Randy Niemeyer	Nay
Eric Burnham	Aye
Nathan Vis	Aye

Mr. Vis thanked the Commission and explained to Mr. Lambert that this is not a definitive yes, pending what the financial advisor comes back with as advice and asked Attorney Austgen to draft an agreement reflecting what was agreed upon this evening.

Mr. Vis requested Mr. Lambert get verification of in excess of \$400,000 that has been spent on behalf of Summer Winds towards non-utility to Margaret Abernathy and Rick Eberly. Mr. Lambert agreed to the same.

Mr. Lambert thanked the Commissioners and apologized for not having buttoned this up previously.

**F. Ratification of LPA Consulting Contract for 133<sup>rd</sup> Avenue and King Street**

Mr. Vis advised that the next item on the agenda is to ratify the contract between the Town of Cedar Lake and Indiana Department of Transportation, INDOT, for the 133<sup>rd</sup> Avenue and King Street project for the 2021-1 Community Crossing Matching Grant award.

Mr. Eberly advised that the contract had to be back to INDOT prior to this meeting taking place, so Randy Niemeyer, Doug Spencer, and Eric Burnham came to the office and signed the contract, allowing the document to be submitted to INDOT in a timely fashion.

Mr. Burnham made a motion ratify the LPA Consulting Contract for 133<sup>rd</sup> and King Street for the Community Crossing Grant Funding 2021-1 between Indiana Department of Transportation and the Town of Cedar Lake; Mr. Niemeyer seconded the motion. Motion carried unanimously by roll-call vote:

Jolie Covaciu	Aye
Doug Spencer	Aye
Randy Niemeyer	Aye
Eric Burnham	Aye
Nathan Vis	Aye

**PROJECT UPDATES:**

**Clerk-Treasurer's Funds Report:** None.

**Hood – LUST Damages:** Attorney Austgen explained that he is waiting on hearing from Indiana Department of Environmental Management's attorneys in Indianapolis.

**Industrial Park Property Roadway:** None.

Mr. Vis asked for an Executive Session the following month to discuss property acquisition purchases.

**Façade Grants Updates:** Mr. Vis asked Mr. Eberly for anything noteworthy in the report. Mr. Eberly noted with what was awarded tonight, there is \$2,178 left for the balance of the year. Ms. Abernathy reported that The Lawrence Group's project should be finished by the end of the week and final inspection will be after that; after which, he will be eligible to submit his disbursement request. Brian Kubal has just submitted his disbursement request. Mr. Lindemulder has obtained his permit and has started work on his project.

The Commission discussed what to do with any other applications that may come in for the balance of the year. Mr. Burnham stated that he does not wish to add any more money to the fund. Mr. Vis recommended adding façade grant funding policy to the agenda next month for discussion.

**Light Pole/Banners:** None.

**WRITTEN COMMUNICATIONS:** None.

Mr. Niemeyer reminded the members that they should be using their Town email addresses.

Mr. Carnahan reported that Rick Eberly was the guest speaker at the Chamber of Commerce luncheon earlier that day.


Mr. Eberly stated that he gave updates on items like the Lake Eco Restoration Program, the street projects that are planned for this year, the utility work with the West Side Sanitary Sewer Interceptor, the East Side Water Project, and spoke about a couple of the commercial developments looking into Cedar Lake, such as People's Bank, Taco Bell, and a joint Dunkin' Donuts and Dominos that wants to go in where Rivoli's was. He also noted that Chase Bank is closing July 22, 2021.

**PUBLIC COMMENT:** None.

**ADJOURNMENT:** Mr. Spencer made a motion to adjourn. Mr. Vis adjourned the meeting at 7:52 p.m.

RDC Public Meeting  
May 17, 2021

TOWN OF CEDAR LAKE REDEVELOPMENT COMMISSION

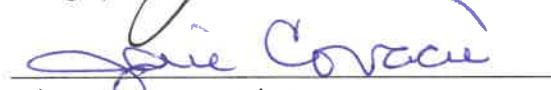


Nathan D. Vis, President

Eric Burnham, Vice-President



Doug Spencer, Secretary



Jolie Covaciu, Member



Randell C. Niemeyer, Member

ATTEST:



Margaret R. Abernathy, Recording Secretary

*The Minutes of the Cedar Lake Redevelopment Commission Public Meeting 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 are 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 IC 5-1.5-2-2.5.*

**Cedar Lake Redevelopment Commission: Minutes of May 17, 2021**

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