



CEDAR LAKE PLAN COMMISSION SPECIAL PUBLIC MEETING AND WORK SESSION MINUTES

CEDAR LAKE TOWN HALL, 7408 CONSTITUTION AVENUE, CEDAR LAKE, INDIANA

October 1, 2025 at 6:00 pm

Call To Order:

Mr. Kiepura called the Plan Commission Work Session to order on Wednesday, October 1, 2025 at 6:01 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; Robert Carnahan; Pete Swick; Jerry Wilkening, Vice-President and John Kiepura, President. A quorum was attained. **Also present:** Luke Sherry, Town Engineer; David Austgen, Town Attorney; Benjamin Eldridge, Town Manager; Tim Kubiak, Director of Operations; Cheryl Hajduk, Recording Secretary

Absent: Greg Parker; James Hunley

Agenda:

A motion was made by Mr. Becker and seconded by Mr. Wilkening amend the agenda to add Centier Bank to the update items. Motion passed unanimously by roll-call vote:

Mr. Becker Aye

Mr. Carnahan Aye

Mr. Swick Aye

Mr. Wilkening Aye

Mr. Kiepura Aye

- 1. Rose Garden Estates – Unit 1 – Performance Letter of Credit in the amount of \$6,067,696.25 to expire on October 10, 2025**

Mr. Tom McSharry, Lennar Homes, 1700 E. Gulf Road, Schaumburg, IL, commented October 10, 2025 is the completion date for the renewal date and it will renew to October 9, 2026.

Mr. Kiepura commented we should add the Letter of Credit surety to the motion. CBBEL is advised to check off the amount and verify same. Mr. Sherry commented the letter we have is from October 16, 2019, which is the original and this is the one that established the Letter of Credit in the amount shown on the agenda.

Mr. Austgen recommended attaching the CBBEL letter is to have that list of outstanding items remaining to be completed and documented and identified. A new checklist should be done of the work that still needs completion. Discussion ensued regarding 90-days for completion.

A motion was made by Mr. Becker and seconded by Mr. Wilkening to send a favorable recommendation to the Town Council to accept the Letter of Credit for \$6,067,696.25, which will expire on October 6, 2026 and the Plan Commission's recommendation is for a 90-day extension to complete the punch list and to include the latest checklist from Christopher B. Burke. Motion passed unanimously by roll-call vote:

Mr. Becker Aye
Mr. Carnahan Aye
Mr. Swick Aye
Mr. Wilkening Aye
Mr. Kiepura Aye

Old Business:

1. 2025-33 – Henn Holdings – Site Plan

Owner/Petitioner: Henn Holdings, LLC, 13733 Wicker Avenue, Cedar Lake, IN 46303

Parcel Id #: 45-15-28-331-002.000 and 45-15-28-331-003.000-014

Vicinity: 13640 and 13650 Alexander Street, Cedar Lake, IN 46303

Mr. Kiepura commented the first order of old business is for Petitioner is requesting Site Plan approval for Railside, Lots 14 & 15.

Mr. Russ Pozen, DVG, and Robb Henn, Henn Holdings, commented we are proposing seven self-storage buildings between the two lots and there will be a kiosk at the entrance. We have received Mr. Sherry's comments that were minor and we responded to all comments.

Mr. Kiepura asked will it all be fenced in. Mr. Pozen commented it will be fenced in and it will all be paved.

Mr. Pozen commented there will be no outside storage.

1. New Business:

2. 2025-11 – BSC Real Estate (Friary) – Concept Plan

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

Owner: BSC Real Estate LLC

Vicinity: 12921 Parrish Avenue, Cedar Lake, IN 46303

Parcel Id #: 45-15-22-301-002.000-014

Mr. Kiepura stated the first order of new business is Petitioner is requesting a Concept Plan to Rezone to a Planned Unit Development.

Mr. Nathan Vis, Vis Law, 12632 Wicker Avenue, commented he was present on behalf of BSC Real Estate, and they would like to move forward to the next Public Meeting on October 15, 2025. In August 2025, Mr. Austgen requested to have a meeting and the one change was an update to the phase development plan, which was made. We were prepared in September 2025 to a public meeting, but there was request to meet with staff and after that, we sent redline changes that were discussed.

Mr. Vis commented a concern was to see if we can get more details, as well as, any fallback provision in case certain items outlined weren't developed in the anticipated time frame. The steps going forward would be

in conjunction together. We are anticipating seven years for development of the items addressed that we have to come back before this Board for reasonable approval, which is built in to the plan.

Mr. Vis commented there are three different phases. Phase 1 is recreational for pavilions, band shelter, pole barn for animal storage, facility for a tent wedding venue, which would be one to three years. Discussion ensued regarding conversation that were had in the past about future developments and the many details that go along with the Planned Unit Development.

Mr. Wilkening commented if the moratorium gets lifted, will a lift station be put up in 12 months.

Mr. Vis commented the redlines were sent to everyone on September 17, 2025 with the changes.

Mr. Carnahan commented regarding the traffic on Parrish Avenue if there would be a big venue on a particular day. Mr. Vis commented we have done trial runs recently and the ingress and egress has not been a problem. We would need to build in turn lanes.

Mr. Vis commented his client's goal between year one and three, is to have potable water ready to install and connect.

Mr. Carnahan asked with the Moratorium, are we allowed to submit Notice of Intent and will this fall into that category. Mr. Eldridge commented IDEM is accepting NOI's.

Mr. Wilkening asked if the Developmental Contract has been started. Mr. Vis commented he is not aware of a missing piece.

Mr. Vis commented when we get into the Site Plan for the ingress and egress, the anticipation is working with CBBEL.

Mr. Wilkening asked will the tent be up year-round for venues. Mr. Vis commented there would not be any concrete, but driven in the ground.

Mr. Vis commented in Exhibit C of the Developmental Agreement, we differentiated between the interior lot, which is lot 1 and the exterior lot, which is lot 2. In paragraph 16, the question that was raised was a sidewalk and there is a slope. We would grant the Town an additional 20-feet alongside of the entire roadway. The other waiver would be that a bond would not be required.

Discussion ensued in length regarding possibility of a future plan for a crosswalk for Monastery South.

Mr. Wilkening asked are parking lot waivers being sought. Mr. Vis commented there would be curbing, because there is natural ponding and the parking lots are in good shape.

Mr. Vis commented Exhibit D is the second item that that Town wanted to be worked through. One of the items identified in 3.1a, the proposed improvements on the Site Plan, if something else was wanting to go there, we would have to go back to the Board for Site Plan approval, ex. Brewery or a house.

Mr. Vis commented in 3.4.1 C, clarifies the use of what the jogging paths would be used for. We also clarified the campground space would be used for educational purposes and not to exceed three continuous nights. Mr. Wilkening asked Mr. Austgen if he has seen the redline document. Mr. Austgen responded in the negative.

Mr. Swick asked if this includes vendors for the camping. Mr. Vis responded in the affirmative.

Mr. Vis commented the animal unit would be 8 cattle, 6 horses, or 150 fowl would be allowed on the property.

Discussion ensued regarding maximum building lot coverage.

Mr. Vis commented fire hydrant infrastructure would need to be installed, and that would be up to the developer. We are also giving 20-foot easements to the Town for public utilities long-term.

Mr. Vis commented storm water may be retained on site to assist with collection of development of on-site ponds.

Mr. Vis commented we referenced that the costs of the infrastructure for utilities will be the responsibility of his client.

Discussion ensued with Mr. Eldridge regarding the Moratorium had to deal with water, but IDEM is approving NOI's. CBBEL did the Water Master Plan to move the water system forward. Mr. Becker commented originally it was for water and sewer.

Mr. Kubiak commented there needs to be an agreement with the Town and the developers for a metered account or will each individual have a meter. The sewage will be going into our sewer system. Discussion ensued regarding billing water usage/sewer system development charges for the whole place or each unit.

Mr. Vis' client discussed how long the Planned Unit Development is taking and the bill he received from the Town Attorney for the Concept Plan. He wanted to put the infrastructure in this year and it will not be happening this year. Discussion ensued with the client and his frustration with this development.

Mr. Wilkening commented we usually have a developer with a plan this size; this is a little different. There is existing non-conforming on this property.

Mr. Swick commented his concern was the turn lanes paid by the developer and that is a town street and how would a developer install a street with turn lanes. The road would have to be widened.

Mr. Kubiak commented that would be an approval with the engineer and the Plan Commission.

Mr. Kiepura asked Mr. Austgen is he still needs to review something. Mr. Austgen commented if the Board wants me to, he will. They are out of sequence with communication and connection.

Mr. Wilkening asked will this development run with the owner. Mr. Austgen stated if it is in the agreement. Mr. Vis commented it will run with the land.

3. 2025-31 – Railside – Lot 1 – Site Plan

Petitioner/Owner: Bluffton 23, LLC, 9025 Brookville Road, Indianapolis, IN 46239

Vicinity: 14011 Alexander Street, Cedar Lake, IN 46303

Parcel Id #: 45-15-28-386-007.000-014

Mr. Kiepura commented the next order of new business is for Petitioner is requesting Site Plan review for Railside, Lot 1.

Mr. Russ Pozen, DVG, representing Bluffton 23, LLC, commented this development is a 3,600 square foot convenience store with a six-pump gas station at the corner of 141st and Alexander Street. We have a proposed right in only. This Site Plan makes the paved plan wider, because of the boats coming to the lake. Mr. Pozen showed a rendering of the building. We addressed most of Mr. Sherry's comments.

Mr. Pozen discussed the traffic pattern.

Mr. Sherry commented the traffic will be the issue, but INDOT will not put in a signal for development and INDOT will need to make eventually make a decision.

Mr. Wilkening asked will there be a sidewalk at this location. Mr. Pozen responded in the negative. Discussion ensued regarding putting in a sidewalk.

4. 2025-34 – Pinto Concrete/Serrano – Site Plan & Rezone

Owner/Petitioner: Luis Serrano, 1927 Spruce Circle, Munster, IN 46321

Parcel Id #: 45-15-20-229-017.000-014

Vicinity: 12644 Wicker Avenue, Cedar Lake, IN 46303

Mr. Kiepura commented the next order of new business is for Petitioner is requesting Site Plan waiver for a new business and zoning change from B1 to B3.

Petitioner was not present.

Mr. Wilkening asked is this a three-use building. Mr. Kubiak commented it could be. The concrete people purchased the property and their intention is to have one use.

Mr. Kiepura commented they need to show up at the next work session.

5. Sedor's Addition – Final Plat Update

Owner: The Estate of Joseph Sedor by his personal representative Edward A. Sedor

Petitioner: Joseph C. Svetanoff, 9801 Connecticut Street, Crown Point, IN 46307

Parcel Id #: 45-15-26-181-002.000-043

Vicinity: 13616 Cedar Street, Part of Out Lots H and I, Cedar Lake, IN 46303

Mr. Kiepura commented the next order of new business is for Petitioner is requesting a previously approved Final Plat from October 20, 2021.

Ms. Svetanoff, on behalf of the Sedor Family, the owners of the property asking for the cooperation of the recently found clerical filing mishap, which occurred a few years ago in 2021. We were working with a custom home builder who was going to build a custom home for his parents on this lot, but it was discovered that there was an issue with the lot. The town representative told him that it was not buildable and it was only an outlot. The staff had a hard time finding the records from 2021, but did find the information and the lot was approved by the Town. The mylar was not recorded with the Lake County Recorder's Office causing the clerical filing error, along with the mandatory signatures on the mylar. We would like to have the signatures on the mylar and then have it recorded with the Lake County Recorder's Office.

Mr. Austgen commented there has been a mistake and needs correction. The recordation includes timing and responsibilities of a new owner and triggers attention by our staff and it is a public record.

Mr. Becker asked there were two outlots in that subdivision and in the second one a rain garden needed to be put in. There is an 18-inch pipe that drains the whole subdivision, all the way from Morse Street to 136th Place to 136th Avenue. The flooding problems have not been fixed. Discussion ensued.

Mr. Wilkening commented the address is 13515. Ms. Svetanoff commented that was fixed on the survey. It is 13615 and is correct on the mylar to be recorded. Mr. Kubiak commented nobody brought the Final Plat to the office to be signed and to be recorded.

Mr. Kubiak commented to come back in two weeks for a vote. More discussion ensued regarding the drainage issue and Mr. Sherry will look into the issue more.

Mr. Kiepura asked we can request a rain garden. Mr. Austgen stated if it is part of the approved Final Plat, then yes, if it is not, it is not one of the criteria for storm drainage run-off on that property and the answer is no. The Final Plat is approved, but unsigned.

6. Off Shore Estates – Maintenance Letter of Credit in the amount of \$33,388.38 to expire on October 20, 2025

Mr. David Carey, 14016 Fairbanks Street, commented we received a short list of items for correction and all have been corrected with the exception of moving the stop sign and will be moved.

Mr. Sherry commented we will do the re-inspections. Mr. Kubiak commented the conex box will be removed also and this can expire.

Update Items:

1. Lakeside Unit 2, Block 1 – Performance Letter of Credit in the amount of \$605,505.40 to expire on November 15, 2025

Mr. Sherry commented Schilling renewed this for six months and they want to do final surface.

2. Beacon Pointe – Unit 4 – Maintenance Letter of Credit in the amount of \$99,032.17 to expire on November 16, 2025

Mr. Sherry commented this is a reminder.

3. Rose Garden Estates – Unit 2 – Performance Letter of Credit in the amount of \$1,685,193.13 to expire on December 9, 2025

Mr. Sherry commented we are actively inspecting with town staff.

4. Railside – Performance Letter of Credit in the amount of \$1,165,934.83 to expire on December 16, 2025

Mr. Robb Henn, commented we had this reduced last year, which cannot go below 25%. We are not ready to move into maintenance as we do not have final coat of asphalt yet. DVG is re-doing the as-builts. We will renew for another year.

5. Summer Winds -Unit 2 – Performance Letter of Credit in the amount of \$279,817.13 to expire on December 20, 2025

Mr. Sherry commented this is a reminder.

6. Summer Winds – Unit 3 – Performance Letter of Credit in the amount of \$14,575.48 to expire on December 23, 2025

Mr. Sherry commented this is a reminder.

7. Centier Bank, Boyer Construction – Performance Letter of Credit in the amount of \$71,467.00 to expire on November 19, 2025.

Mr. Sherry commented everything is done.

Tabled:
2023-18 Bay Bridge
2023-19 Founders Creek
2023-20 Red Cedars

Public Comment:

Mr. Eldridge commented the Zoning Ordinance needs to be gone through.

Mr. Wilkening commented Grand Prize Cars was given a certain number of cars for the property and the landlord agreed to that certain number. Mr. Henn responded in the affirmative. Mr. Eldridge commented the tenant has been issued his third violation and the fines are up to \$7,500.

Mr. Bill Goers, 13546 Beach Place, Offshore Estates, asked is the punch list for the public and how do we get access to that. Mr. Carnahan commented a form needs to be filled out for that information.

Mr. Goers asked what recourse is there for ongoing issues. Mr. Austgen commented there can be a penalty. The Town has enforcement authority up to the time to complete construction, release of bonds and any issue is between the parties involved.

Mr. Goers commented the Maintenance Bond is for roads and sewers, but the items we looked at is not public infrastructure. Mr. Kubiak commented the easements, manholes and drainage is public infrastructure. Discussion ensued in length regarding what the homeowners' responsibilities may be and what is in the HOA by-laws.

Ms. Fatina Schabz (spelling), 8517 Madison Avenue, commented this is a buyer beware in regards to Lennar Homes. In October of 2021, she put down earnest money of \$7,500 toward a home and she decided not to buy the home. The earnest check never came. Lennar is hard to work with and to do business with.

Adjournment: Mr. Kiepura adjourned the meeting at 8:33 pm.

TOWN OF CEDAR LAKE PLAN COMMISSION

~~John Kiepura, President~~

Jerry Wilkening, Vice-President

Pete Swick, Member

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 October 1, 2025