



TOWN COUNCIL PUBLIC MEETING AGENDA

April 27, 2023 - 7:00 PM

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

CALL TO ORDER/ROLL CALL:

___ Robert H. Carnahan, Ward 1
___ Julie Rivera, Ward 2
___ Nick Recupito, Ward 3
___ Ralph Miller, Ward 4
___ Colleen Schieben, Ward 5

___ John Foreman, At Large, Vice-President
___ Richard Sharpe, At Large, President
___ Jennifer Sandberg, Clerk-Treasurer
___ Chris Salatas, Town Manager
___ David Austgen, Town Attorney

OATH OF OFFICE:

1. Police Department: Chief Bill Fisher, Nicholas Enyeart
2. Fire Department: Chief Todd Wilkening, Frederick Seniw

PROCLAMATION: St. Michael The Archangel National Catholic Church

PUBLIC HEARINGS:

1. **Ordinance No. 1456, Public Way Vacation – Rago**
2. **Ordinance No. 1457, Public Way Vacation – Davis**

PUBLIC COMMENT (*on agenda items*):

CONSENT AGENDA:

1. **Minutes:** March 21, 2023 and April 4, 2023
2. **Claims:** All Town Funds: \$356,806.77; Wastewater Operating: \$344,669.79; Water Utility: \$85,061.60; Storm Water: \$2,061.28; Payroll: 4/14/2023- \$353,729.13; and March Remittances \$312,468.25
3. **Manual Journal Entries:** March 1, 2023 – March 31, 2023
4. **Tag Day Request:** Hanover Central Middle School Cheer, 9/16/23 with 9/23/23 rain date
5. **Donations:** Donation of \$2,710 to the Police Department for Ballistic Shields by Cedar Lake Summerfest, Dare Donation of \$1,000 by Douglas MacArthur PTO.

ORDINANCES & RESOLUTIONS:

1. **Ordinance No. 1451** - Railside Rezone from Agriculture and R-2 to PUD
2. **Ordinance No. 1453** – 2023 Salary Ordinance Amendment
3. **Ordinance No. 1459** – Establishing a K9 Non-Reverting Fund

BZA/PLAN COMMISSION

1. Acceptance of Performance Letter of Credit Extension for Beacon Pointe East, Unit 1 **in the amount of \$341,736.80**

NEW BUSINESS:

1. Police Department Reimbursement Agreement with Nicholas Enyeart

2. Fire Department Reimbursement Agreement with Frederick Sinew
3. CBBEL Professional Services Agreement for Construction Observation of the Lake Dredging Project **in an estimated amount of \$71,620**
4. CBBEL Change Order No. 1 – Lake Dredging Stage 2 for a Work Schedule Modification (*allows the project to start earlier in the year and to run on holidays and weekends for boater safety*)
5. 2023 Police Vehicle Financing

REPORTS:

1. Town Council
2. Town Attorney
3. Clerk-Treasurer
4. Town Manager
5. Director of Operations
6. Police Department
7. Fire Department

WRITTEN COMMUNICATION:

1. Building Department Report
2. Christopher B. Burke Report
3. Veridus

PUBLIC COMMENT:

ADJOURNMENT:

PRESS SESSION:

NEXT MEETING: Tuesday, May 16, 2023 at 7:00 pm

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 Cedar Lake Town Hall at (219) 374-7400.

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1456

AN ORDINANCE VACATING A PUBLIC WAY IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AND ALL MATTERS RELATED THERETO.

WHEREAS, on the 17th day of January 2023, the Owners of real property located in the Town of Cedar Lake, Lake County, Indiana, legally described in Exhibit "A" attached hereto, petitioned the Town Council of the Town of Cedar Lake, Lake County, Indiana, to vacate a parcel of platted public way legally described in Exhibit "A", attached hereto; and

WHEREAS, a Public Hearing was held on said Petition, after due notice was provided pursuant to the statutory requirements of I.C. §36-7-3-12, as amended from time to time; and

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Council"), has considered the presentation and petition, as well as any remonstrances made by interested Parties to the vacation of said platted public way as described herein; and

WHEREAS, the Town Council has reviewed the request of the Owner for vacation of the said platted public way, and has determined that the area sought by Owner to be vacated is not necessary to the growth of the area in which it is located, or to which it is contiguous; further, that the vacation of the platted public way sought to be vacated would not eliminate the Public's access to any Church, School, or any other Public building or place; and

WHEREAS, the Town Council has further determined that the said platted public way so described is a platted public way in a residentially zoned subdivision which is not utilized by the Public in any manner and is not anticipated as needed for such purpose in the future.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA:

SECTION ONE: That the described portions of the platted public way identified on Exhibit "A", attached hereto, and located in the Town of Cedar Lake, Lake County, Indiana, be vacated, as petitioned for, subject to any conditions of approval required by the Town Council herein, if applicable.

SECTION TWO: That all existing Ordinances, or parts thereof, in conflict with the provisions of this Ordinance, are hereby deemed null, void, and of no legal effect, and are specifically repealed.

SECTION THREE: If any section, clause, provision, or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision, or portion of this Ordinance.

SECTION FOUR: That this Ordinance shall take effect, and be in full force and effect, from and after its passage and adoption by the Town Council of the Town of Cedar Lake, Lake County, Indiana, and recordation in the Office of the Recorder of Lake County, Indiana, in conformance with applicable law.

ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, ON THIS ____ DAY OF _____, 2023.

**TOWN OF CEDAR LAKE, LAKE COUNTY,
INDIANA, TOWN COUNCIL**

Richard Sharpe, Town Council President

John C. Foreman, Vice-President

Robert H. Carnahan, Member

Nick Recupito, Member

Colleen Schieben Member

Ralph Miller, Member

Julie A. Rivera, Member

ATTEST:

Jennifer N. Sandberg, IAMC, CMC, CPFIM,
Clerk-Treasurer

EXHIBIT A

A 15-foot public alley between Lots 19, 19, 20 and 21 on the North side of West 139th Avenue in Lake shore Addition to Cedar Lake, Indiana, being a subdivision of part of the south ½ of Section 27, Township 34 North, Range 9 West of the 2nd P.M., as the same appears of record in Plat Book 20, page 9, in the Recorder's Office in said County.

Town of Cedar Lake

Public Way Vacation Application

1. List the street name and block or general vicinity of the public way vacation request.
8448 w. 139th Avenue

2. List all property tax key numbers relating to address or general vicinity of public way listed in item 1. Also, attach to this application a plat of survey and a full legal description of public way involved in this request. The legal description shall be prepared by a certified engineer or land surveyor.
Parcel # 45-15-27-407-027.000-014

3. Indicate the reason(s) for your request to vacate the public way described in item 2.
Constructed a single-family house with an attached deck. The deck will extend over the abandoned railroad walkway, which is not utilized and has neighboring structures extending over it facing the lake.

Property Owner(s) Information	Petitioner(s) Information (If different than owner.)
Name(s) John & Dorys Rago	Name(s) SAME
Mailing Address [REDACTED]	Mailing Address
City, State, Zip Cedar Lake, IN 46303	City, State, Zip
Phone [REDACTED]	Phone
Alternate Phone N/A	Alternate Phone
Fax N/A	Fax

I (We) the undersigned now state that the information contained in this application and all attached exhibits are true and correct to the best of my (our) knowledge and belief and that I (we) have read all the information contained above and that I (we) am/are submitting such facts and figures to the Cedar Lake Town Council for the purpose of this request for the above referenced real estate.

Signature of Owner(s)

STATE OF INDIANA

COUNTY OF LAKE

) SS:

Subscribed and sworn to before me this 20 day of September, 2022.

Signature of Petitioner(s)

STATE OF INDIANA

COUNTY OF LAKE

) SS:

Subscribed and sworn to before me this 20 day of September, 2022.

Notary Public
My Commission Expires 1-17-30

Notary Public
My Commission Expires 1-17-30

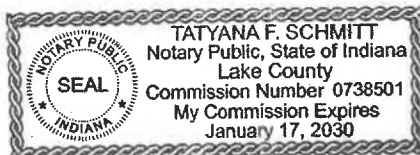
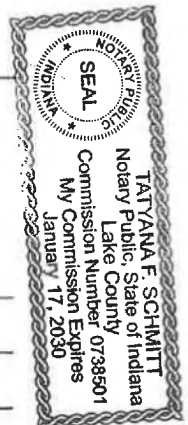


EXHIBIT A



TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1457

AN ORDINANCE VACATING A PUBLIC WAY IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AND ALL MATTERS RELATED THERETO.

WHEREAS, on the 9th day of January 2023, the Owners of real property located in the Town of Cedar Lake, Lake County, Indiana, legally described in Exhibit "A" attached hereto, petitioned the Town Council of the Town of Cedar Lake, Lake County, Indiana, to vacate two (2) parcels of platted public way legally described in Exhibit "A", attached hereto; and

WHEREAS, a Public Hearing was held on said Petition, after due notice was provided pursuant to the statutory requirements of I.C. §36-7-3-12, as amended from time to time; and

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Council"), has considered the presentation and petition, as well as any remonstrances made by interested Parties to the vacation of said platted public way as described herein; and

WHEREAS, the Town Council has reviewed the request of the Owner for vacation of the said platted public way, and has determined that the area sought by Owner to be vacated is not necessary to the growth of the area in which it is located, or to which it is contiguous; further, that the vacation of the platted public way sought to be vacated would not eliminate the Public's access to any Church, School, or any other Public building or place; and

WHEREAS, the Town Council has further determined that the said platted public way so described is a platted public way in a residentially zoned subdivision which is not utilized by the Public in any manner and is not anticipated as needed for such purpose in the future.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA:

SECTION ONE: That the described portions of the platted public way identified on Exhibit "A", attached hereto, and located in the Town of Cedar Lake, Lake County, Indiana, be vacated, as petitioned for, subject to any conditions of approval required by the Town Council herein, if applicable.

SECTION TWO: That all existing Ordinances, or parts thereof, in conflict with the provisions of this Ordinance, are hereby deemed null, void, and of no legal effect, and are specifically repealed.

SECTION THREE: If any section, clause, provision, or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision, or portion of this Ordinance.

SECTION FOUR: That this Ordinance shall take effect, and be in full force and effect, from and after its passage and adoption by the Town Council of the Town of Cedar Lake, Lake County, Indiana, and recordation in the Office of the Recorder of Lake County, Indiana, in conformance with applicable law.

ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, ON THIS ____ DAY OF _____, 2023.

**TOWN OF CEDAR LAKE, LAKE COUNTY,
INDIANA, TOWN COUNCIL**

Richard Sharpe, Town Council President

John C. Foreman, Vice-President

Robert H. Carnahan, Member

Nick Recupito, Member

Colleen Schieben Member

Ralph Miller, Member

Julie A. Rivera, Member

ATTEST:

Jennifer N. Sandberg, IAMC, CMC, CPFIM,
Clerk-Treasurer

EXHIBIT "A"

LEGAL DESCRIPTION: All of that portion of Sherman Street (30-feet wide) lying between Lots 1, 2, 3, 4, 5, and 6 on the East side of Sherman Street and Lots 47, 48, 49, 50, 51, and 52 on the West Side of Sherman Street, all in Blimm's Subdivision, as per plat thereof, recorded in Plat Book 21, page 53 in the Office of the Recorder of Lake County, Indiana.

Town of Cedar Lake

Public Way Vacation Application

1. List the street name and block or general vicinity of the public way vacation request.

14004 Sherman Street - 14009 Sherman Street

2. List all property tax key numbers relating to address or general vicinity of public way listed in item 1. Also, attach to this application a plat of survey and a full legal description of public way involved in this request. The legal description shall be prepared by a certified engineer or land surveyor.

parcel # 45-15-24-456-021.000-043 - 14004 Sherman

parcel # 45-15-24-457-001.000-043 - 14009 Sherman

3. Indicate the reason(s) for your request to vacate the public way described in item 2.

to combine 2 parcels and build a single family home.

Property Owner(s) Information	Petitioner(s) Information (If different than owner.)
Name(s) <u>Tammy Fisher</u>	Name(s) <u>Thomas Davis and Alexis Bernae Davis</u>
Mailing Address [REDACTED]	Mailing Address [REDACTED]
City, State, Zip <u>Cedar Lake IN 46303</u>	City, State, Zip <u>Crown Point IN 46307</u>
Phone [REDACTED]	Phone [REDACTED]
Alternate Phone [REDACTED]	Alternate Phone [REDACTED]
Fax [REDACTED]	Fax [REDACTED]

I (We) the undersigned now state that the information contained in this application and all attached exhibits are true and correct to the best of my (our) knowledge and belief and that I (we) have read all the information contained above and that I (we) am/are submitting such facts and figures to the Cedar Lake Town Council for the purpose of this request for the above referenced real estate.

Signature of Owner(s):

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)



Subscribed and sworn to before me this 9TH day of January, 2023.

Signature of Petitioner(s):

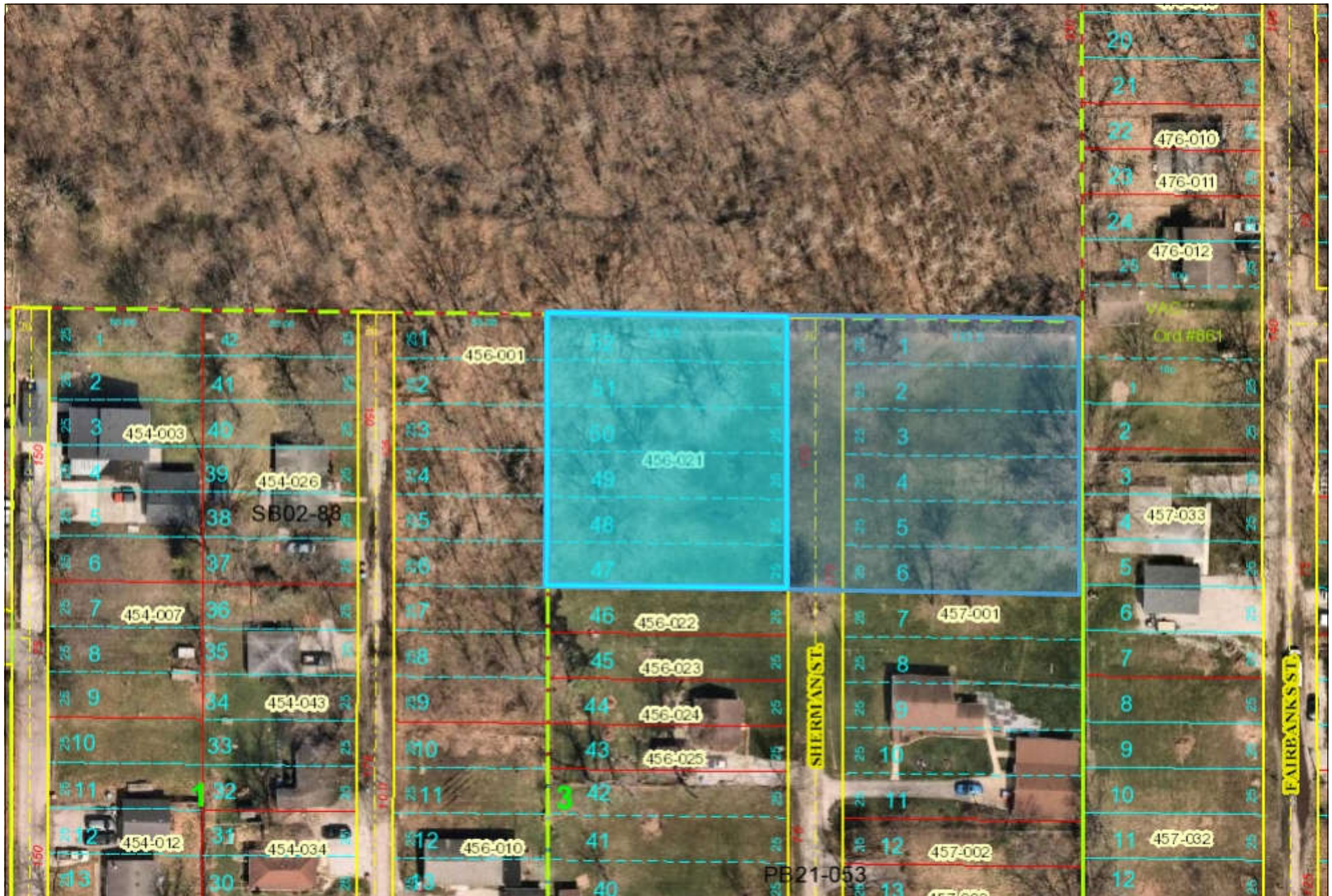
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Notary Public
My Commission Expires May 7, 2028

Subscribed and sworn to before me this 9TH day of January, 2023.

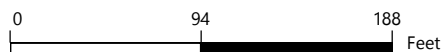


Notary Public
My Commission Expires May 7, 2028



Davis Vacation Petition Property in Question

Web Print: 03/07/2023



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



©2023 Sidwell. All rights reserved.

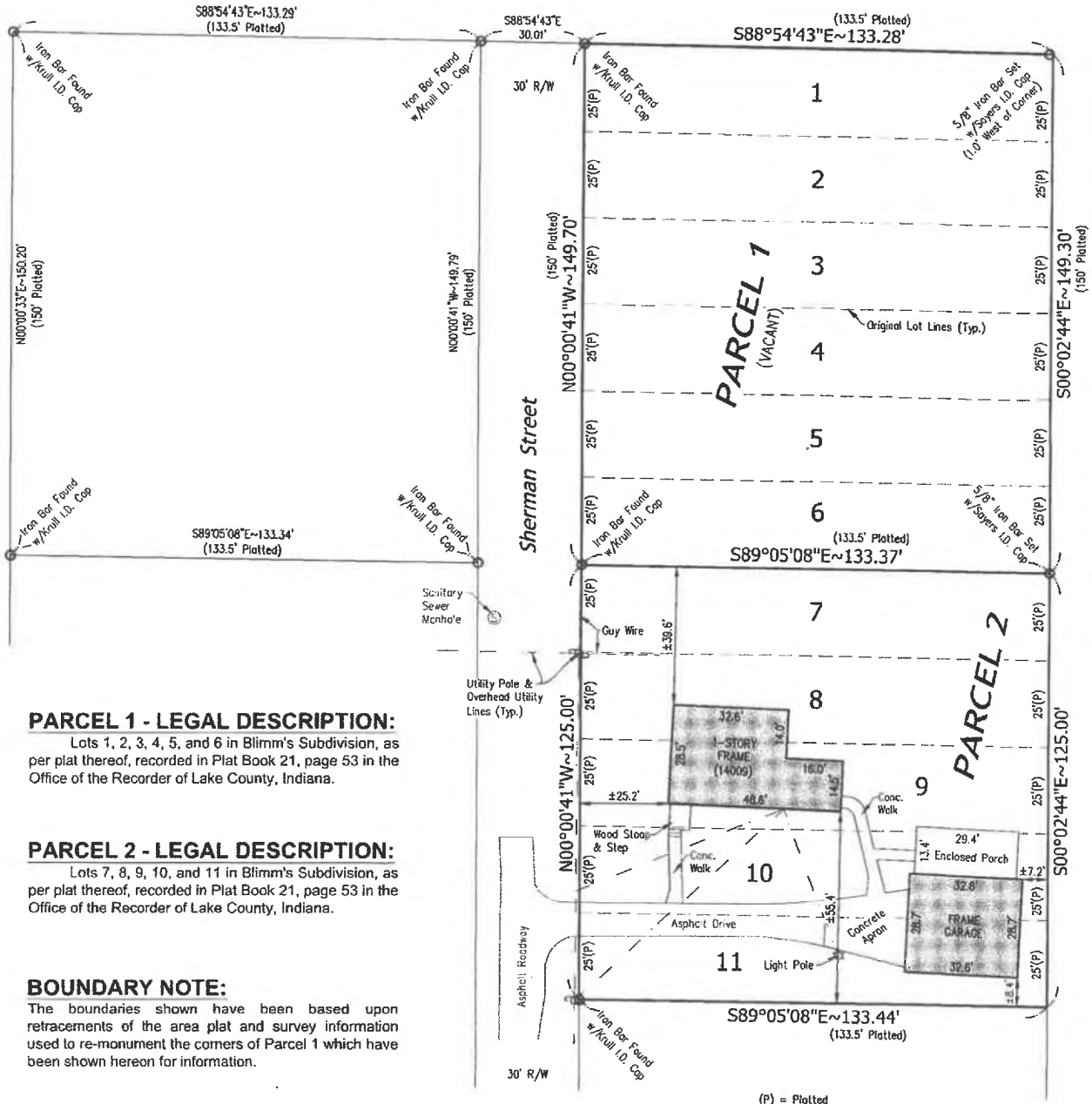
TURNING POINT SURVEYING, INC.

610 SOUTH HALLECK STREET, P.O. BOX 472, DEMOTTE, INDIANA 46310
PHONE: 219-987-8330 FAX: 260-230-2003

14009 Sherman Street
Cedar Lake, Indiana

SURVEYOR LOCATION REPORT

CAUTION: THIS REPORT IS INTENDED FOR USE ONLY BY TITLE INSURANCE COMPANIES AND LENDERS, OR OTHER PARTIES SPECIFICALLY NAMED HEREON. THIS REPORT IS NOT A PROPERTY SURVEY AND NO PROPERTY CORNER MARKERS WERE SET AND THE LOCATION DATA HEREIN IS BASED ON LIMITED ACCURACY MEASUREMENTS. THEREFORE, NO LIABILITY WILL BE ASSUMED FOR ANY USE OF THE DATA HEREIN FOR CONSTRUCTION OF NEW IMPROVEMENTS OR FENCES.



PARCEL 1 - LEGAL DESCRIPTION:

Lots 1, 2, 3, 4, 5, and 6 in Blimm's Subdivision, as per plat thereof, recorded in Plat Book 21, page 53 in the Office of the Recorder of Lake County, Indiana.

PARCEL 2 - LEGAL DESCRIPTION:

Lots 7, 8, 9, 10, and 11 in Blimm's Subdivision, as per plat thereof, recorded in Plat Book 21, page 53 in the Office of the Recorder of Lake County, Indiana.

BOUNDARY NOTE:

The boundaries shown have been based upon retracements of the area plat and survey information used to re-monument the corners of Parcel 1 which have been shown hereon for information.

THIS REPORT IS CERTIFIED ONLY TO THE FOLLOWING:

McCully Real Estate

I HEREBY CERTIFY TO THE PARTIES NAMED ABOVE THAT THE REAL ESTATE DESCRIBED HEREIN WAS INSPECTED UNDER MY SUPERVISION ON THE DATE INDICATED AND THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS REPORT CONFORMS WITH THE REQUIREMENTS CONTAINED IN SECTIONS 27 THROUGH 29 OF 865 IAC 1-12 FOR A SURVEYOR LOCATION REPORT. THE ACCURACY OF ANY FLOOD HAZARD STATEMENT SHOWN ON THIS REPORT IS SUBJECT TO MAP SCALE UNCERTAINTY IN LOCATION OR ELEVATION ON THE REFERENCED FLOOD INSURANCE RATE MAP

KEVIN L. SAYERS - PROFESSIONAL LAND SURVEYOR No. PS20200022

SCALE: 1" = 30.0' FT. DRAWN: KLS
DATE: 11-14-2012 JOB NO.: 313-2012
REVISED:
CLIENT: McCully Real Estate

FLD. BK.: 32 PG.: 12 FILE NO.: 1437

DATE OF FIELD WORK: 11-03-2012



THIS PROPERTY IS LOCATED IN FLOOD ZONE: AS SHOWN IN FIRM DATED: COMMUNITY PANEL NUMBER: Not Requested or Required

KRULL
L.R.N. 288
KRULL
R.N. 20100075

KRULL & SON

ENGINEERS AND SURVEYORS

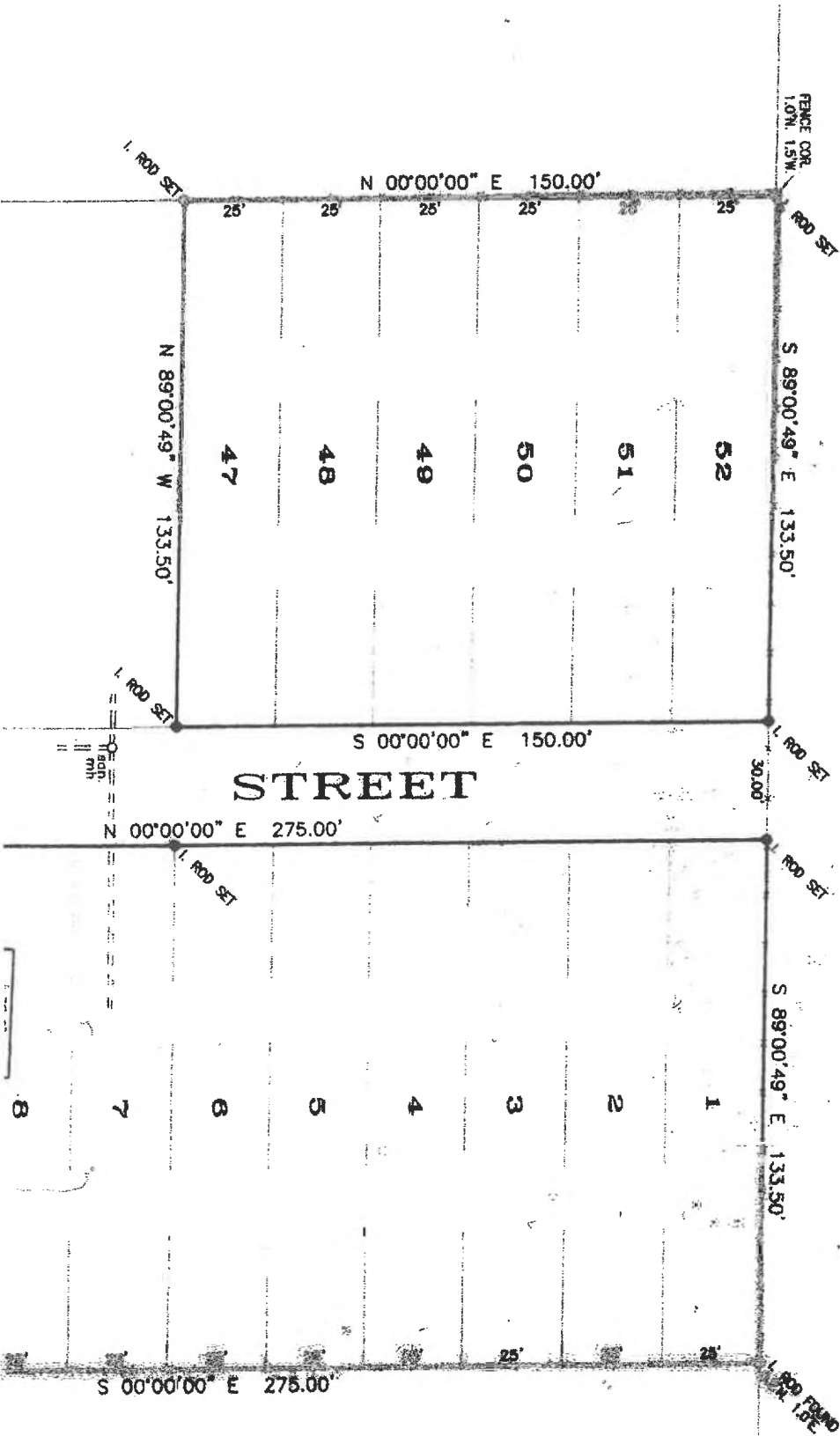
ESTABLISHED 1914
205 MAIN STREET
PO BOX 482
HOBART, INDIANA 46342
OFFICE PHONE 219-947-2068

NAME OF OWNER:

ADDRESS OF PROPERTY: 14009 Sherman Street, Cedar Lake, Indiana 48303

DESCRIPTION OF PROPERTY:

Book 21, page 53 in the Office of the Recorder of Lake County, Indiana.
Lots 47 to 52, both inclusive.



April 27, 2023

ALL TOWN FUNDS

\$356,806.77

WASTEWATER OPERATING

\$344,669.79

WATER UTILITY

\$85,061.60

STORM WATER

\$2,061.28

PAYROLL 4/14/23

\$353,729.13

MARCH REMITTANCES

\$312,468.25

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

CERTIFICATION

TO: CEDAR LAKE TOWN COUNCIL MEMBERS
TOWN OF CEDAR LAKE,
LAKE COUNTY, INDIANA

Pursuant to the requirements of applicable law, the Plan Commission of the Town of Cedar Lake, Lake County, Indiana, by its duly designated representative, hereby CERTIFIES to the Cedar Lake Town Council the application of Owner, **Henn Holdings, LLC**, and Petitioner, **Henn Holdings, LLC, courtesy of Vis Law**, for the **Zone Map Amendment** being sought from Zoning Ordinance No. 1402, from the current zoning of said property, Chapter 5 Agriculture (A) Zoning District Classification and Chapter 6.2 Single Family (R-2) Zoning District Classification, to Chapter 9 Planned Unit Development (PUD) Zoning District Classification for the Property located in the vicinity of 10702 West 141st Avenue, Cedar Lake, Indiana 46303, Lake County, Indiana, and legally described as:

A PARCEL OF LAND IN THE EAST HALF OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LYING WESTERLY OF THE INDIANA HARBOR BELT RAILROAD (FORMERLY NEW YORK CENTRAL RAILROAD), IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, SAID PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST HALF, THENCE NORTH 00 DEGREES 10 MINUTES 30 SECONDS EAST, 250.01 FEET ALONG THE WEST LINE OF SAID EAST HALF TO THE NORTHWEST CORNER OF LAND DESCRIBED TO LARRY THOMAS STENGER JR. IN LIMITED LIABILITY COMPANY WARRANTY DEED DOCUMENT NUMBER 2022-525987, RECORDED ON JUNE 23, 2022 IN THE RECORDER'S OFFICE OF SAID COUNTY, BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 10 MINUTES 30 SECONDS EAST, 2404.98 FEET ALONG LAST SAID WEST LINE TO THE NORTH LINE OF SAID EAST HALF; THENCE NORTH 00 DEGREES 10 MINUTES 31 SECONDS EAST, 643.50 FEET ALONG THE WEST LINE OF SAID QUARTER-QUARTER TO THE SOUTH LINE OF LAND DESCRIBED TO CEDAR LAKE LITTLE LEAGUE IN WARRANTY DEED DOCUMENT NUMBER 744850, RECORDED ON FEBRUARY 10, 1984 IN SAID RECORDER'S OFFICE; THENCE SOUTH 89 DEGREES 16 MINUTES 52 SECONDS EAST, 600.66 FEET ALONG LAST SAID SOUTH LINE TO THE WEST LINE OF SAID RAILROAD; THENCE SOUTH 05 DEGREES 01 MINUTES 10 SECONDS EAST, 3315.59 FEET ALONG LAST SAID WEST LINE TO THE SOUTH LINE OF SAID EAST HALF; THENCE NORTH 89 DEGREES 14 MINUTES 28 SECONDS WEST, 690.84 FEET ALONG LAST SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID STENGER LAND; THENCE NORTH 00 DEGREES 10 MINUTES 30 SECONDS EAST, 250.01 FEET ALONG THE EAST LINE OF SAID STENGER LAND TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 14 MINUTES 28 SECONDS WEST, 210.01 FEET ALONG THE NORTH LINE OF SAID STENGER LAND TO THE POINT OF BEGINNING, EXCEPTING THEREFROM LAND DESCRIBED TO THOMAS M. KRETZ AND TONY D. KRETZ IN QUIT-CLAIM DEED DOCUMENT NUMBER 2017-055775, RECORDED ON AUGUST 21, 2017 IN SAID RECORDER'S OFFICE, SAID PARCEL LESS EXCEPTION CONTAINING 55.59 ACRES MORE OR LESS.

This FAVORABLE Recommendation Certification is approved by a vote of 6 in favor and 0 against, upon motion duly made and seconded, at the conclusion of the public hearing on the application afore said in the public meeting held on April 5, 2023, upon the following terms and conditions, namely:

1. Conformance to and compliance with the approved Railside Planned Unit Development Agreement and Planned Unit Development Guidelines dated April 5, 2023, presented by the Owner and Petitioner for said project and Zoning application, copies of which are attached hereto and incorporated herein.
2. Compliance with all terms and conditions of Subdivision Plat Approval, including required plat conditions and engineering requirements.
3. Compliance with all conditions of the Plan Commission for its FAVORABLE Recommendation Certification for the PUD Zoning District Classification applied for and set forth in the approved public meeting minutes of the Plan Commission in its March 15, 2023, and April 5, 2023, Public Meetings; the copies of said Plan Commission Public Meeting Minutes are attached hereto and incorporated herein, upon approval.
4. Compliance by the Owner/Petitioner with the rules, regulations, and requirements for Project Development in the Town of Cedar Lake, as well as all applicable Town Ordinances, as all are amended from time to time.
5. Payment by the Owner and Petitioner of all fees, costs, and charges incurred by the Town related to this Application/Petition for PUD Zone Map Amendment and Subdivision Plat Approval, including engineering, legal, and all related.

TOWN OF CEDAR LAKE,
LAKE COUNTY, INDIANA,
PLAN COMMISSION

By: _____
John Kiepora, President

ATTEST:

Cheryl Hajduk, Recording Secretary

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1453

AN ORDINANCE AMENDING TOWN SALARY ORDINANCE NO. 1436 ESTABLISHING JOBS AND SALARIES TO BE PAID CERTAIN OFFICES, POSITIONS, AND JOBS WITHIN THE TOWN OF CEDAR LAKE FOR THE CALENDAR YEAR 2023, AND REPEALING ALL ORDINANCES, OR PARTS THEREOF, IN CONFLICT THEREWITH.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, has reviewed Town **Salary Ordinance No. 1400** establishing jobs and salaries to be paid certain offices, positions, and jobs within the Town of Cedar Lake for the year **2023**; and

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, has been advised that modifications and amendments to Town **Salary Ordinance No. 1436** are necessary and appropriate based upon circumstances reported to the Town Council, and

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, having reviewed the circumstances and considered all recommendations, and being duly advised, now concurs that it is advisable, necessary, appropriate, and in the best interests of the residents of the Town of Cedar Lake, that Town **Salary Ordinance No. 1436** be amended to add/revise job positions, and salaries to be paid to such positions, and all related amendments.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AS FOLLOWS:

SECTION ONE: That the following assignments and compensations be amended and added to the Section entitled Parks and Rec and Boards and Commissions in Town Ordinance No. 1436, as amended from time to time, to read and provide as follows:

Parks and Rec

Park Director to Parks and Recreation Superintendent

Boards and Commissions

Park Board

Per Meeting

Not to exceed \$111.00 per meeting payable 100% GEN

SECTION TWO: That this amendment shall be for the period beginning January 1, 2023.

SECTION THREE: That all existing Ordinances, or parts thereof, in conflicts with the provisions of this Ordinance, are hereby deemed null, void, and of no legal effect, and are specifically repealed.

SECTION FOUR: If any section, clause, provision, or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance.

SECTION FIVE: That all existing Ordinances, or parts thereof, in conflict with the provisions of this Ordinance, are hereby deemed null, void, and of no legal effect, and are specifically repealed.

**ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF
CEDAR LAKE, LAKE COUNTY, INDIANA, THIS 27th DAY OF April, 2023.**

**TOWN OF CEDAR LAKE,
LAKE COUNTY, INDIANA,
TOWN COUNCIL**

Richard Sharpe, President

John Foreman, Vice-President

Robert H. Carnahan, Member

Julie Rivera, Member

Nick Recupito, Member

Ralph Miller, Member

Colleen Schieben, Member

ATTEST:

Jennifer N. Sandberg, IAMC, CMC, CPFIM
Clerk-Treasurer

TOWN OF CEDAR LAKE

EXHIBIT A

SCHEDULE OF 2023 SALARIES AND WAGES

Department	Employee Description	Position Type	Pay Base	2023 Bi- Weekly Maximum	2023 Hourly Maximum	GEN (%)	MVH (%)	LCSW (%)	WW (%)	WTR (%)	SWD (%)	RDC (%)	Parks (%)	Total (%)
Clerk-Treasurer	Clerk-Treasurer	Elected	Salary-Exempt	\$ 2,115.38		50.0%	0.0%	0.0%	22.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Clerk-Treasurer - IAMC	Elected	Salary-Exempt	\$ 2,307.69		50.0%	0.0%	0.0%	22.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Clerk-Treasurer - CMC	Elected	Salary-Exempt	\$ 2,500.00		50.0%	0.0%	0.0%	22.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Clerk-Treasurer - CPFIM	Elected	Salary-Exempt	\$ 2,692.31		50.0%	0.0%	0.0%	22.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Clerk-Treasurer - MMC	Elected	Salary-Exempt	\$ 2,884.62		50.0%	0.0%	0.0%	22.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Chief Deputy	Full-time	Salary-Exempt	\$ 1,706.50		50.0%	0.0%	0.0%	22.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Chief Deputy - IAMC	Full-time	Salary-Exempt	\$ 1,815.75		50.0%	0.0%	0.0%	22.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Chief Deputy - CMC	Full-time	Salary-Exempt	\$ 1,925.00		50.0%	0.0%	0.0%	22.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Chief Deputy - CPS	Full-time	Salary-Exempt	\$ 2,103.38		50.0%	0.0%	0.0%	22.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Deputy Clerk	Full-time	Hourly		\$ 22.00	0.0%	0.0%	0.0%	55.0%	33.0%	12.0%	0.0%	0.0%	100.0%
	Deputy Clerk - IAMC	Full-time	Hourly		\$ 23.50	0.0%	0.0%	0.0%	55.0%	33.0%	12.0%	0.0%	0.0%	100.0%
	Payroll/Benefits Clerk	Full-time	Hourly		\$ 19.25	35.0%	0.0%	0.0%	30.0%	30.0%	5.0%	0.0%	0.0%	100.0%
	Town/Utility Billing Clerk	Full-time	Hourly		\$ 16.00	18.0%	0.0%	0.0%	36.0%	36.0%	10.0%	0.0%	0.0%	100.0%
	Accounts Payable Clerk	Full-time	Hourly		\$ 16.00	18.0%	0.0%	0.0%	36.0%	36.0%	10.0%	0.0%	0.0%	100.0%
Town Council & Administration	Town Manager	Full-time	Salary-Exempt	\$ 4,644.23		50.0%	0.0%	0.0%	20.0%	20.0%	5.0%	5.0%	0.0%	100.0%
	Technology Director	Full-time	Salary-Exempt	\$ 3,269.23		50.0%	0.0%	0.0%	20.0%	15.0%	15.0%	0.0%	0.0%	100.0%
	Administrative Assistant	Full-time	Salary-Exempt	\$ 1,720.00		50.0%	0.0%	0.0%	20.0%	20.0%	5.0%	5.0%	0.0%	100.0%
	Town Council President	Elected	Monthly	--- \$1,208.55	per month ---	50.0%	0.0%	0.0%	20.0%	20.0%	10.0%	0.0%	0.0%	100.0%
	Town Council Member	Elected	Monthly	--- \$1,114.05	per month ---	50.0%	0.0%	0.0%	20.0%	20.0%	10.0%	0.0%	0.0%	100.0%
	Custodian	Full-time	Hourly		\$ 17.85	60.0%	0.0%	0.0%	20.0%	20.0%	0.0%	0.0%	0.0%	100.0%
	Custodian (PT)	Part-time	Hourly		\$ 13.50	60.0%	0.0%	0.0%	25.0%	0.0%	15.0%	0.0%	0.0%	100.0%
	Utility Account Specialist	Part-time	Hourly		\$ 100.00	0.0%	0.0%	0.0%	42.0%	42.0%	16.0%	0.0%	0.0%	100.0%
	Recording Secretary	Full-time	Hourly		\$ 18.37	50.0%	0.0%	0.0%	15.0%	15.0%	15.0%	5.0%	0.0%	100.0%
Planning, Zoning & Building	Planning Director	Full-time	Salary-Exempt	\$ 3,269.23		50.0%	0.0%	0.0%	20.0%	20.0%	5.0%	5.0%	0.0%	100.0%
	Building Administrator	Full-time	Salary-Exempt	\$ 2,423.07		50.0%	0.0%	0.0%	20.0%	20.0%	5.0%	5.0%	0.0%	100.0%
	Building Coordinator	Full-time	Hourly		\$ 21.00	50.0%	0.0%	0.0%	20.0%	20.0%	5.0%	5.0%	0.0%	100.0%
	Planning Secretary	Full-time	Hourly		\$ 16.82	75.0%	0.0%	0.0%	10.0%	10.0%	5.0%	0.0%	0.0%	100.0%
	Building Inspector	Full-time	Hourly		\$ 30.28	50.0%	0.0%	0.0%	20.0%	20.0%	5.0%	5.0%	0.0%	100.0%
	On-Call Building Inspector	On-Call	Per Inspection		\$ 21.06	50.0%	0.0%	0.0%	20.0%	20.0%	5.0%	5.0%	0.0%	100.0%
	Code Enforcement Officer	Full-time	Hourly		\$ 25.00	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Public Works (Streets, Parks & Utilities)	Operations Director	Full-time	Salary-Exempt	\$ 3,269.23		0.0%	30.0%	0.0%	25.0%	25.0%	20.0%	0.0%	0.0%	100.0%
	Public Works Director	Full-time	Salary-Exempt	\$ 2,999.08		0.0%	25.0%	0.0%	27.0%	23.0%	25.0%	0.0%	0.0%	100.0%
	Superintendent - PW	Full-time	Hourly		\$ 29.09	0.0%	25.0%	0.0%	27.0%	23.0%	25.0%	0.0%	0.0%	100.0%
	Superintendent - WW	Full-time	Hourly		\$ 29.09	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Superintendent - Water	Full-time	Hourly		\$ 29.09	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
	Foreman/Technician - WW	Full-time	Hourly		\$ 26.40	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Foreman/Technician - Water	Full-time	Hourly		\$ 26.40	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
	Foreman - PW	Full-time	Hourly		\$ 25.49	0.0%	20.0%	20.0%	20.0%	20.0%	20.0%	0.0%	0.0%	100.0%
	Foreman - WW	Full-time	Hourly		\$ 25.49	0.0%	0.0%	0.0%	50.0%	50.0%	0.0%	0.0%	0.0%	100.0%
	Foreman - Water	Full-time	Hourly		\$ 25.49	0.0%	0.0%	0.0%	50.0%	50.0%	0.0%	0.0%	0.0%	100.0%
	Crew Leader - PW	Full-time	Hourly		\$ 23.68	0.0%	0.0%	0.0%	25.0%	50.0%	25.0%	0.0%	0.0%	100.0%
	Crew Leader - Other	Full-time	Hourly		\$ 23.68	----- Dependent on job description -----								N/A
	Mechanic	Full-time	Hourly		\$ 22.35	0.0%	25.0%	0.0%	25.0%	25.0%	25.0%	0.0%	0.0%	100.0%
	Crew Worker	Full-time	Hourly		\$ 21.93	----- Dependent on job description -----								N/A
	Administrative Assistant	Full-time	Hourly		\$ 18.94	0.0%	33.0%	0.0%	23.0%	23.0%	21.0%	0.0%	0.0%	100.0%

TOWN OF CEDAR LAKE

EXHIBIT A

SCHEDULE OF 2023 SALARIES AND WAGES

Department	Employee Description	Position Type	Pay Base	2023 Bi- Weekly Maximum	2023 Hourly Maximum	GEN (%)	MVH (%)	LCSW (%)	WW (%)	WTR (%)	SWD (%)	RDC (%)	Parks (%)	Total (%)
<i>Public Works employees that hold the following certifications will receive the stated additional amount per hour. DSM or WTR 2 may be combined with one CDL certification.</i>														
	IN DSM-Distribution System Medium License	Full-time	Hourly		\$ 1.44									
	WT2	Full-time	Hourly		\$ 1.68									
	CDL A	Full-time	Hourly		\$ 1.20									
	CDL B	Full-time	Hourly		\$ 0.96									
<i>On-Call Duty - A scheduled employee will be paid \$50.00. The employee shall be compensated for a minimum of one (1) hour of work when called in.</i>														
<i>Uniform Allowance - Salaried and full-time crew are to receive \$350, payable annually with the last pay of September included with regular pay.</i>														
Parks and Rec	Parks and Recreation Superintendent	Full-time	Salary-Exempt	\$ 3,269.23		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Administrative Assistant	Full-time	Hourly		\$ 21.50	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Recreation Coordinator	Full-time	Salary-Exempt	\$ 2,307.69		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Maintenance Foreman	Full-time	Hourly		\$ 26.44	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Park Crew Worker	Full-time	Hourly		\$ 21.93	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Open Space Groundskeeper	Part-time	Hourly		\$ 15.00	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Program Instructor	Part-time	Per class	----- \$50.00	per class -----	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Recreation Aide	Part-time	Hourly		\$ 12.50	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Soccer Referee	Part-time	Hourly		\$ 12.50	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	100.0%
Boards and Commissions	Board of Safety	Part-time	Per meeting	--- \$111.00	per meeting ---	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	JMOB	Part-time	Per meeting	--- \$111.00	per meeting ---	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Storm Water Management	Part-time	Per meeting	--- \$111.00	per meeting ---	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	100.0%
	Plan Commission	Part-time	Per meeting	--- \$111.00	per meeting ---	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	BZA	Part-time	Per meeting	--- \$111.00	per meeting ---	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	RDC	Part-time	Per meeting	--- \$111.00	per meeting ---	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	100.0%
	Park Board	Part-time	Per meeting	--- \$111.00	per meeting ---	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Unsafe Building Commission	Part-time	Per meeting	--- \$111.00	per meeting ---	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
<i>Boards and commissions are paid per meeting attended, payable semi-annually in July and December.</i>														
Police	Police Chief	Full-time	Salary-Exempt	\$ 3,269.23		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Deputy Chief	Full-time	Salary Non-Exer	\$ 3,000.00		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Commander	Full-time	Salary Non-Exer	\$ 2,915.05		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Lieutenant	Full-time	Salary Non-Exer	\$ 2,799.17		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Sergeant	Full-time	Salary Non-Exer	\$ 2,717.41		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Corporal	Full-time	Salary Non-Exer	\$ 2,643.82		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Patrolman First Class	Full-time	Salary Non-Exer	\$ 2,582.95		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Patrolman	Full-time	Salary Non-Exer	\$ 2,508.46		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Probationary Patrolman	Full-time	Salary Non-Exer	\$ 2,427.61		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Code Enforcement Officer	Part-time	Hourly		\$ 21.00	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Administrative Assistant	Full-time	Hourly		\$ 22.90	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	FT Clerk	Full-time	Hourly		\$ 19.70	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	PT Clerk	Part-time	Hourly		\$ 18.79	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Crossing Guard	Part-time	Hourly		\$ 15.00	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	VIPS Stipend	Volunteer	Per Call Out		\$ 15.75	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	VIPS Lieutenant	Volunteer	Stipend	----- \$1,000.00	annually -----	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	VIPS Sergeant	Volunteer	Stipend	----- \$500.00	annually -----	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Police Officer First Class*			\$ 2,928.14		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

* Certified to Indiana Public Employees' Retirement Fund, rate is fixed.

Salary Non-Exempt Employees are due overtime after 86 hours worked per pay period.

Police Grants - Full-time officers shall receive 1.5 times their hourly rate of pay in addition to their regular salary for work performed as outlined for each specific grant.

Uniform Allowance - Full-time officers are to receive \$1,500 paid semi-annually with the first pays of June and December and included with regular pay.

VIPS Stipend for 2022 - December through May activity payable first pay July. June through November activity payable first pay in December. VIPS Officer Stipends payable semi-annually on the first pays in July and December.

TOWN OF CEDAR LAKE

EXHIBIT A

SCHEDULE OF 2023 SALARIES AND WAGES

Department	Employee Description	Position Type	Pay Base	2023 Bi-Weekly Maximum	2023 Hourly Maximum	GEN (%)	MVH (%)	LCSW (%)	WW (%)	WTR (%)	SWD (%)	RDC (%)	Parks (%)	Total (%)
Fire	Fire Chief	Full-time	Salary-Exempt	\$ 3,269.23		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Deputy Chief	Full-time	Salary-Exempt	\$ 2,884.62		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Battalion Chief	Full-time	Salary Non-Exer	\$ 2,525.08		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	EMS Division Chief	Full-time	Salary Non-Exer	\$ 2,525.08		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Captain FF/Paramedic	Full-time	Salary Non-Exer	\$ 2,495.47		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Firefighter/Paramedic**	Full-time	Salary Non-Exer	\$ 2,477.81		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Firefighter/EMT	Full-time	Salary Non-Exer	\$ 1,909.09		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Probationary Firefighter/Paramedic	Full-time	Salary Non-Exer	\$ 1,961.20		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	EMS Billing Clerk	Full-time	Hourly		\$ 18.18	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Firefighter/Paramedic	Part-time	Hourly		\$ 20.41	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Firefighter/EMT	Part-time	Hourly		\$ 15.94	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Division Chief Marine Unit	Part-time	Hourly		\$ 15.00	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Firefighter	Part-time	Hourly		\$ 15.00	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%

** 1977 Fire Pension/Disability Fund 1st Class Firefighter Salary equals Paramedic Pay per Resolution No. 1227.

Uniform Allowance - Full-time officers are to receive \$350 paid annually with the last pay of January and included with regular pay.

Salary Non-Exempt Employees are due overtime after 106 hours worked per pay period.

Volunteer Fire Department														
	Training Officer	Volunteer	Stipend	----- \$1,000.00 annually -----		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Fire Inspector	Volunteer	Stipend	----- \$1,000.00 annually -----		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Assistant Chief	Volunteer	Stipend	----- \$750.00 annually -----		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Battalion Chief	Volunteer	Stipend	----- \$500.00 annually -----		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Captain	Volunteer	Stipend	----- \$300.00 annually -----		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Lieutenant	Volunteer	Stipend	----- \$200.00 annually -----		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Car/Clothing Allowance	Volunteer	Stipend	----- \$200.00 annually -----		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Fire Response	Volunteer	Per Call-Out	----- \$15.75 per callout -----		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Training Pay	Volunteer	Per Session	----- \$15.75 per callout -----		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%

Volunteer fire dispatch and training pay compensation activity from December through May payable in July, June through November activity payable in December.

Stipends are paid semi-annually with the first pay in July and December.

Notes:

All wages for hourly employees may be lower than stated.

Hourly and bi-weekly rates shown for employees may be rounded.

Distributions may be adjusted beyond percentages shown based on type of work performed and budgetary constraints.

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1459

AN ORDINANCE ESTABLISHING THE "TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, POLICE DEPARTMENT K-9 SPECIAL REVENUE NON-REVERTING FUND", AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, (hereinafter "Town Council"), has been informed and advised that certain funds are received by the Town and/or its Metropolitan Police Department through gifts, donations, grants, and the like, for the use by the Town Police Department to purchase and acquire necessary assets and equipment for the Town Police Department, and its personnel; and

WHEREAS, the Town Council has been further informed and advised that the Indiana State Board of Accounts has reviewed the processing of funds received by the Town Police Department from various sources, including gifts, donations, grants, and the like, and used to purchase assets and equipment for the Town Police Department and its personnel, and has required that a separate, stand-alone Town Police Department K-9 Special Revenue Non-Reverting Fund be established distinct from the Town General Non-Reverting Gift and Donation Fund for such purposes; and

WHEREAS, the Town Council, being duly advised, and having considered a recommendation for K-9 Special Non-Reverting Reverting Fund Establishment, based upon the audit requirements and position of the Indiana State Board of Accounts, concurs and agrees that establishment of a Town Police Department K-9 Special Revenue Non-Reverting Fund is advisable, necessary, and in the best interests of the residents of the Town, as well as the Town Police Department, and its personnel.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AS FOLLOWS:

SECTION ONE: That there is hereby established the "**TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, POLICE DEPARTMENT K-9 SPECIAL REVENUE NON-REVERTING FUND**", which shall be a Special Revenue Non-Reverting Fund under the rules, regulations and requirements of applicable Indiana Law, including the Indiana Code, as amended from time to time, as well as the administrative rules and requirements of the Indiana State Board of Accounts.

SECTION TWO: That any monies collected, such as donations, gifts, contributions, grants, or any other specifically designated funds collected by the Town Police Department for the Police Department program for the Town Police Department and its personnel which are not otherwise specifically deposited pursuant to any other Town Ordinances or applicable State Law, as well as specific designated appropriations from other Town Funds, shall be deposited into the "**TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, POLICE DEPARTMENT K-9 SPECIAL REVENUE NON-REVERTING FUND**".

SECTION THREE: That the monies deposited into the "**TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, POLICE DEPARTMENT K-9 SPECIAL REVENUE NON-REVERTING FUND**" shall be utilized and expended only in connection with the use by the Police Department, and its personnel, of K-9 Law Enforcement costs and expenses for the Town Police Department, and its personnel, provided such equipment is purchased in conformance with the requirements of applicable public purchasing laws.

SECTION FOUR: That the Clerk-Treasurer of the Town is hereby authorized and directed to take all appropriate and required steps to establish said “**TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, POLICE DEPARTMENT K-9 SPECIAL REVENUE NON-REVERTING FUND**”, in conformance and compliance with all applicable law, as amended from time to time.

SECTION FIVE: That all other existing Ordinances, or parts thereof, in conflict with the provisions of this Ordinance, are hereby deemed null, void, and of no legal effect, and are specifically repealed.

SECTION SIX: That if any section, clause, provision or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance.

SECTION SEVEN: That this Ordinance shall take effect, and be in full force and effect, from and after its passage and adoption by the Town Council of the Town of Cedar Lake, Lake County, Indiana, in conformance with applicable law.

ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, THIS ____ DAY OF _____, 2023.

**TOWN OF CEDAR LAKE, LAKE COUNTY,
INDIANA, TOWN COUNCIL**

Richard Sharpe, President

John C. Foreman, Vice-President

Robert H. Carnahan, Member

Julie A. Rivera, Member

Nick Recupito, Member

Ralph Miller, Member

Colleen Schieben, Member

ATTEST:

Jennifer N. Sandberg, IAMC, CMC, CPFIM,
Clerk-Treasurer

TOWN OF CEDAR LAKE POLICE TRAINING REIMBURSEMENT AGREEMENT

This Police Training Reimbursement Agreement (“Agreement”) is made and entered into this 27TH day of APRIL 2023, by and between the TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, by and through its duly appointed Board of Safety (hereinafter collectively referred to as “Town”) and NICHOLAS ENYEART (hereinafter referred to as “Applicant”).

RECITALS

WHEREAS, the Applicant has made application to the Town for the position of Police Officer; and

WHEREAS, in order to acquire the necessary professional knowledge, skill, method and technique required for police work with the Town, the Applicant will be required to participate in police training required by the Town; and

WHEREAS, the Town makes a substantial investment of time and money in providing for the equipment and training for newly hired Officers to the Cedar Lake Police Department; and

WHEREAS, the Town is entitled to expect a reasonable return on such investment, in terms of commitment of time and devotion to duty of the prospective Applicant; and

WHEREAS, it has become more prevalent, with the advent of the transfer of pension rights pursuant to statute, for an officer to leave the police department and the community which has provided for their training prior to serving on such police department for a reasonable period of time.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

COVENANTS

1. Both Town and Applicant agree that the Recitals are incorporated herein by reference as if fully stated herein.

2. The Applicant agrees to participate in all training requested of him by the Town, which training may consist of any or all of the following:

- a. Indiana Law Enforcement Academy;
- b. Waiver process through the Indiana Law Enforcement Academy;
- c. In-house (on the job training);

d. Emergency Medical Technician school.

The Applicant agrees to successfully complete such training and obtain the necessary and appropriate certification for any such training. In the event that the Town extends a final offer of employment to the Applicant, he or she agrees to serve as a Probationary Patrolman, and subsequently, as a police officer for the Town in any duty assignment prescribed. The Applicant does further agree to devote full-time to any necessary training and subsequent service as a police officer for the Town and to perform all assignments in a satisfactory manner.

3. The Town agrees to provide, at its sole discretion, any necessary law enforcement training to the Applicant deemed necessary by the Town and to be responsible for payment of all related expenses in connection therewith, including food and lodging on the premises while the Applicant is in training, if required. The Town agrees to provide, at its sole discretion, in-house training for the Applicant during those periods of time that said Applicant is employed with the Town.

4. The Applicant acknowledges that in addition to any training that may be provided by the Town, he or she will also be provided with a uniform and other police equipment by the Town. Because of the fact that the total costs and expenses incurred by the Town for the training and equipping of the Applicant are difficult to ascertain with any degree of certainty, resulting in part from the continual change and increase in the costs of training and equipment, said Applicant agrees to pay to the Town:

a. the greater of the actual expenses incurred by the Town, including salary, expenses, uniforms, school, training and equipment, and any and all other expenses incurred by the Town, or the sum of Ten Thousand Dollars (\$10,000.00), as agreed upon liquidated damages for training and/or equipment, in the event that said Applicant terminates his employment with the Town within the first sixty (60) months subsequent to the taking of the oath of office as a police officer for the Town and said Applicant, while employed by the Town, has started or completed training at either the Indiana Law Enforcement Academy or Emergency Medical Technician School at the Town's expense; or

b. the greater of the actual expenses incurred by the Town, including salary, expenses, uniforms, school, training and equipment, and any and all other expenses incurred by the Town, or the sum of Three Thousand Five Hundred Dollars (\$3,500.00),

as agreed upon liquidated damages for training and/or equipment, in the event that said Applicant terminates his employment with the Town within the first sixty (60) months subsequent to the taking of the oath of office as a police officer for the Town and said Applicant, while employed by the Town, has not yet started training at either the Indiana Law Enforcement Academy or Emergency Medical Technician School, or has completed the same at his own expense or the expense of another.

c. all sums due the Town under this agreement by the Applicant shall be due and payable, in full, thirty (30) days after the Applicant's employment as a Police Officer terminates, for any reason, with the Town and shall bear interest at the rate of 8% per annum, and in the event that the Town initiates a civil lawsuit to recover and/or collect the liquidated damages set forth above, the Applicant agrees to pay the reasonable attorney's fees and court costs incurred by the Town.

5. The Applicant agrees that amounts owed, pursuant to this Agreement, shall be deducted from the Applicant's final paycheck from the Town of Cedar Lake, Lake County, Indiana, and any remaining monies still owed by Applicant shall remain due and owing by Applicant according to the terms of the Agreement. Applicant further agrees to and authorizes the Town to withhold said amount(s) from Applicant's final paycheck.

6. In no event shall liquidated damages, as set forth above, be assessed if the Applicant fails to satisfactorily complete training at the Indiana Law Enforcement Academy, Emergency Medical Technician School or terminates his or her employment during the first sixty (60) months because of a disabling illness or injury which renders said Applicant physically unable to perform his or her duties as a police officer for the Town, as verified by a competent physician approved by the Town.

7. The exceptions set forth in Paragraph 4 above shall not apply in the event that the Town determines, in its sole discretion, that there is substantial evidence that the Applicant would have otherwise been dismissed from his employment as a police officer for the Town as a result of misrepresenting his or her basic qualifications for employment, or has otherwise caused his or her illness or injury.

8. The Applicant acknowledges that he or she meets the basic qualifications for employment as set forth below:

a. U.S. citizen;

- b. High school diploma or equivalent thereof;
- c. No felony convictions;
- d. Valid Indiana driver's license;
- e. Weight proportionate to height;

9. The Applicant acknowledges that he or she must undergo and satisfactorily pass each of the following:

- a. Physical agility test;
- b. Oral interview with members of the Board of Metropolitan Police Commissioners and Chief of Police;
- c. Extensive background search;
- d. Psychological test;
- e. Any other testing procedures as may be required by the Town.

10. The Applicant acknowledges and represents that the information contained on his or her formal application and the information given to personnel of the Town conducting any background investigation of the Applicant is accurate, truthful and complete.

11. In the event that within sixty (60) months subsequent to the execution of this Agreement, the Applicant is: (a) called to active military duty; (b) has his or her probationary period extended by the Town for any reason whatsoever; or (c) is granted a temporary leave of absence by the Town, then the period within which said Applicant is required to make payment of liquidated damages, as set forth above, shall be extended in an amount equal to the length of time that the Applicant is unable to actively serve, for those reasons set forth above, as a police officer for the Town.

12. This Agreement shall become effective upon the execution of this Agreement by the Applicant and the Town, and shall remain in full force and effect for a period of sixty (60) months following said date of execution, unless extended as provided in Paragraph 11 above.

13. The Applicant expressly acknowledges that this Agreement is not intended to be and shall not be construed as a contract of employment with the Town. Applicant further acknowledges that if the Town, in its sole discretion, determines that the Applicant has not satisfactorily passed and completed all portions of the required testing and evaluations, the Town will not, and it shall not be required to, extend a final offer of employment to the Applicant.

14. If the Town pursues legal action to enforce any of the terms and/or obligations as enumerated throughout the Agreement, Applicant shall be responsible for payment to the Town of its reasonable attorney's fees incurred during said legal action, including all collection costs, court costs, and related fees.

15. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

16. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subject to the expungement of the invalid provision.

17. This Agreement shall be construed in accordance with the laws of the State of Indiana, and embodies the entire agreement between the parties hereto. Each party acknowledge that there are no inducements, promises, terms, conditions or obligations made or entered into other than those expressly contained herein.

18. This Agreement has been approved by the Cedar Lake Board of Safety by an affirmative vote of 5 in favor and 0 against during regular public meeting held on the 22ND day of MARCH 2023, and the Chief of Police has been authorized and directed to enter into said Agreement on behalf of the Town.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 27TH day of APRIL 2023,

[SIGNATURES ON FOLLOWING PAGE]

**TOWN OF CEDAR LAKE, LAKE
COUNTY, INDIANA, a Municipal
Corporation**

APPLICANT

By: _____
Chief of Police (signature)

William T. Fisher
Printed Name

04/27/2023
Date Signed

By: _____
Applicant (signature)

Nicholas Enyeart
Printed Name

04/27/2023
Date Signed

Approved: _____
Town Council President

04/27/2023
Date

Approved _____
Town Clerk-Treasurer

04/27/2023
Date

TOWN OF CEDAR LAKE FIREFIGHTER/EMT/PARAMEDIC TRAINING REIMBURSEMENT AGREEMENT

This Town of Cedar Lake Firefighter/Emergency Medical Technician (“EMT”)/Paramedic Training Reimbursement Agreement (hereinafter “Agreement”) is made and entered into this 27th day of April, 2023, by and between the TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, by and through its duly appointed Town Council (hereinafter collectively referred to as “Town”) and Frederick R. Sinew (hereinafter referred to as “Applicant”).

RECITALS

WHEREAS, the Applicant has made application to the Town for a Firefighter/Emergency Medical Technician (“EMT”)/Paramedic employment position for the Town; and

WHEREAS, in order to acquire the necessary professional knowledge, skill, method and technique required for Firefighter/EMT/Paramedic work with the Town, the Applicant will be required to participate in Firefighter/EMT/Paramedic training which may be required by the Town; and

WHEREAS, the Town makes a substantial investment of time and money in providing for the equipment and training of newly hired Firefighters/EMTs/Paramedics to the Cedar Lake Fire Department; and

WHEREAS, the Town is entitled to expect a reasonable return on such investment, in terms of commitment of time and devotion to duty of the prospective Applicant; and

WHEREAS, it has become more prevalent, with the advent of the transfer of pension rights pursuant to statute, for a sworn Firefighter/EMT/Paramedic to leave the Town Fire Department and the municipal entity which has provided for his/her training prior to serving on such Fire Department for a reasonable period of time.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

COVENANTS

1. Both Town and Applicant agree that the Recitals are incorporated herein by reference as if fully stated herein.
2. The Applicant agrees to participate in all training requested of him/her by the Town, which training may consist of any or all of the following:

- a. Indiana Firefighter Training/Certification;
- b. Indiana EMT Training/Certification;
- c. Indiana Paramedic Training/Certification;
- d. Similarly related training and/or certification programs for a Firefighter/EMT/Paramedic, whether State or federally mandated.

The Applicant agrees to successfully complete such training and obtain the necessary and appropriate certification for any such training. In the event that the Town extends a final offer of employment to the Applicant, he/she agrees to serve as a Firefighter/EMT/Paramedic, and subsequently, as a Firefighter/EMT/Paramedic for the Town in any duty assignment prescribed. The Applicant does further agree to devote full-time to any necessary training and subsequent service as a Firefighter/EMT/Paramedic for the Town and to perform all assignments in a satisfactory manner.

3. The Town agrees to provide, at its sole discretion, any necessary Firefighter/EMT/Paramedic training to the Applicant deemed necessary by the Town and to be responsible for payment of all related expenses in connection therewith, including food and lodging on the premises while the Applicant is in training, if required. The Town agrees to provide, at its sole discretion, in-house training for the Applicant during those periods of time that said Applicant is employed with the Town.

4. The Applicant acknowledges that in addition to any training that may be provided by the Town, he/she will also be provided with a uniform and other Firefighter/EMT/Paramedic equipment by the Town. Because of the fact that the total costs and expenses incurred by the Town for the training and equipping of the Applicant are difficult to ascertain with any degree of certainty, resulting in part from the continual change and increase in the costs of training and equipment, said Applicant agrees to pay to the Town:

- a. the greater of the actual expenses incurred by the Town, including salary, expenses, uniforms, school, training and equipment, and any and all other expenses incurred by the Town, or the sum of Ten Thousand Dollars (\$10,000.00), as agreed upon liquidated damages for training and/or equipment, in the event that said Applicant terminates his/her employment with the Town within the first sixty (60) months subsequent to the accepting employment as a Firefighter/EMT/Paramedic for the Town and said Applicant, while employed by the Town, has started or completed training at any

Firefighter, Paramedic, and/or Emergency Medical Technician School at the Town's expense; or

b. the greater of the actual expenses incurred by the Town, including salary, expenses, uniforms, school, training and equipment, and any and all other expenses incurred by the Town, or the sum of Three Thousand Five Hundred Dollars (\$3,500.00), as agreed upon liquidated damages for training and/or equipment, in the event that said Applicant terminates his/her employment with the Town within the first sixty (60) months subsequent to the accepting employment as a Firefighter/EMT/Paramedic for the Town and said Applicant, while employed by the Town, has not yet started training at any Firefighter, Paramedic, and/or Emergency Medical Technician School, or has completed the same at his/her own expense, or the expense of another.

c. all sums due the Town under this agreement by the Applicant shall be due and payable, in full, thirty (30) days after the Applicant's employment as a Firefighter/EMT/Paramedic terminates, for any reason, with the Town and shall bear interest at the rate of 8% per annum, and in the event that the Town initiates a civil lawsuit to recover and/or collect the liquidated damages set forth above, the Applicant agrees to pay the reasonable attorney's fees and court costs incurred by the Town.

5. The Applicant agrees that amounts owed, pursuant to this Agreement, shall be deducted from the Applicant's final paycheck from the Town of Cedar Lake, Lake County, Indiana, and any remaining monies still owed by Applicant shall remain due and owing by Applicant according to the terms of the Agreement. Applicant further agrees to and authorizes the Town to withhold said amount(s) from Applicant's final paycheck.

6. In no event shall liquidated damages, as set forth above, be assessed if the Applicant fails to satisfactorily complete training at Firefighter, Paramedic and/or Emergency Medical Technician School or terminates his/her employment during the first sixty (60) months because of a disabling illness or injury which renders said Applicant physically unable to perform his/her duties as a Firefighter/EMT/Paramedic for the Town, as verified by a competent physician approved by the Town.

7. The exceptions set forth in Paragraph 4 above shall not apply in the event that the Town determines, in its sole discretion, that there is substantial evidence that the Applicant would have otherwise been dismissed from his/her employment as a Firefighter/EMT/Paramedic for the

Town as a result of misrepresenting his/her basic qualifications for employment, or has otherwise caused his/her illness or injury.

8. The Applicant acknowledges that he/she meets the basic qualifications for employment as set forth below:

- a. U.S. citizen;
- b. High school diploma or equivalent thereof;
- c. No felony convictions;
- d. Valid Indiana driver's license;
- e. Weight proportionate to height;

9. The Applicant acknowledges that he/she must undergo and satisfactorily pass each of the following:

- a. Physical agility test;
- b. Oral interview with the Town Fire Chief and/or his/her designated representative;
- c. Extensive background search;
- d. Psychological test;
- e. Any other testing procedures as may be required by the Town.

10. The Applicant acknowledges and represents that the information contained on his/her formal application and the information given to personnel of the Town conducting any background investigation of the Applicant is accurate, truthful and complete.

11. In the event that within sixty (60) months subsequent to the execution of this Agreement, the Applicant is: (a) called to active military duty; (b) has his/her probationary period extended by the Town for any reason whatsoever; or (c) is granted a temporary leave of absence by the Town, then the period within which said Applicant is required to make payment of liquidated damages, as set forth above, shall be extended in an amount equal to the length of time that the Applicant is unable to actively serve, for those reasons set forth above, as a Firefighter/EMT/Paramedic for the Town.

12. This Agreement shall become effective upon the execution of this Agreement by the Applicant and the Town, and shall remain in full force and effect for a period of sixty (60) months following said date of execution, unless extended as provided in Paragraph 11 above.

13. The Applicant expressly acknowledges that this Agreement is not intended to be and shall not be construed as a contract of employment with the Town. Applicant further acknowledges that if the Town, in its sole discretion, determines that the Applicant has not satisfactorily passed and completed all portions of the required testing and evaluations, the Town will not, and it shall not be required to, extend a final offer of employment to the Applicant.

14. If the Town pursues legal action to enforce any of the terms and/or obligations as enumerated throughout the Agreement, Applicant shall be responsible for payment to the Town of its reasonable attorney's fees incurred during said legal action, including all collection costs, court costs, and related fees.

15. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

16. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subject to the expungement of the invalid provision.

17. This Agreement shall be construed in accordance with the laws of the State of Indiana, and embodies the entire agreement between the parties hereto. Each party acknowledge that there are no inducements, promises, terms, conditions or obligations made or entered into other than those expressly contained herein.

18. This Agreement has been approved by the Cedar Lake Town Council by an affirmative vote of ___ in favor and ___ against during duly noticed regular public meeting held on the _____ day of _____, 20____, and whereby the Town Fire Chief has been authorized and directed to enter into said Agreement on behalf of the Town.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 20____,

[SIGNATURES ON FOLLOWING PAGE]

**TOWN OF CEDAR LAKE, LAKE
COUNTY, INDIANA, a Municipal
Corporation**

APPLICANT

By: _____
Fire Chief (signature)

Printed Name

Date Signed

By: _____
Applicant (signature)

Printed Name

Date Signed

Approved: _____
Town Council President

Date

Approved _____
Town Clerk-Treasurer

Date



April 4, 2023

Town of Cedar Lake
7408 Constitution Avenue
P.O. Box 707
Cedar Lake, IN 46303

Attention: Chris Salatas, Town Manager

Subject: **Stage 2 – Cedar Lake Dredging
Part-Time Construction Observation Services
Professional Services Proposal**

Dear Mr. Salatas:

Christopher B. Burke Engineering, LLC is pleased to present this proposal for part-time construction observation services related to the Stage 2 – Cedar Lake Dredging project in the Town of Cedar Lake, Indiana. The following is our understanding of the assignment, scope of services, schedule, and estimated fee in support of the project.

UNDERSTANDING OF THE ASSIGNMENT

The project includes the dredging of materials from Cedar Lake and the pumping of dredged materials to the previously constructed Sediment Dewatering Facility (SDF) constructed in Stage 1. The Stage 2 – Cedar Lake Dredging Part-Time Construction Observation Services includes the inspection and coordination with the contractor (Dredge America), the transportation of the dredged materials to the SDF site, adherence to permitting requirements, coordination with residents, and maintenance of the SDF site.

SCOPE OF SERVICES

Services to be provided by Burke for this work have been identified as follows:

Task 1 – Part-time Construction Observation: Burke will provide one part-time construction inspector for approximately 20 hours per week for an anticipated 33-week construction schedule (approximately April-November 2023). In the event the contractor receives Town approval for a schedule that requires more than 20 hours per week of construction inspection, Burke will notify the Town and discuss if an amendment to extend construction observation hours is recommended.

CO Services include:

Task 1.1 – Public Information Meeting (as needed)

- Prepare Agenda
- Present Project Details and Preliminary schedule
- Respond to public questions

Task 1.2 – Pre-construction Conference

- Organize and set agenda for conference
- Notify representatives of the Town, contractor(s), utilities, and designated affected parties
- Review project details with all parties, develop a plan and schedule from the contractor(s) and answer any questions related to the project
- Develop and distribute meeting minutes and sign-in sheet
- Phone non-attendees and verify pertinent information

Task 1.3– Project Filing System

- Burke will develop and maintain an electronic project filing system using Burke forms

Task 1.4 – Field Reports, Records, and Daily Work

- Inform contractor of observed deficiency in contractor's work with reasonable promptness
- Conduct project progress meetings, as needed. Keep and distribute project progress meeting minutes
- Complete a daily report for each day
- Answer daily contractor, and Town staff questions relating to the project.
- Resident coordination for any concerns, questions, etc.
- Capture photographs of daily work activities
- Submit monthly progress reports to the Town, as needed

Task 1.5 – Submittal Review Process

- Burke will receive, track, and review submittals for compliance with the contract documents, return submittals to the contractor, and request a re-submittal if not approved
- Review of testing required by permits
- Verify monthly monitoring reports (MMR) are submitted through the NetDMR portal

Task 1.6 – Contractor Application for Payment

- Review pay quantities and as-built surveys with contractor prior to submitting applications for payment
- Check contractor's applications for payment, sign, and transmit payment applications to the Town

Task 1.7 – Change Orders

- Implement change order procedures in accordance with the project Contract Documents. Change Orders will be submitted to the Town for approval prior to completion of work

Task 1.8 – Annual Project Close-out

- Coordination with the contractor to close the site(s) out for the winter
- Verify areas are properly winterized and safe for the winter shutdown period

Burke will also provide as-needed technical support during construction associated with requests for information. Clarifications to the contract documents will be limited to minor field changes. Major changes will be directed by the Town. There will be no quality control or quality assurance material testing or surveying performed by Burke. Testing will be completed by an independent testing consultant provided by the contractor.

ESTIMATED FEE

The estimated fees for the tasks described above are as follows:

Task	Task Name	Fee
Task 1	Construction Observation (Part-Time at 20 hours / week)	\$70,620.00
	Direct Costs	\$1,000.00
Total Cost:		\$71,620.00

We will bill you monthly, on a time and material basis, for assigned tasks in accordance with the hourly rates specified in our current master agreement and establish our contract in accordance with the attached general terms and conditions. Direct costs for photocopying, mailing, overnight delivery, messenger service, and report compilation are included in the fee.

In addition, our contract will be established in accordance with the attached general terms and conditions, which are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested additional meetings or additional services that are not included in the preceding fee will be billed at the attached hourly rates.

If this proposal meets with your approval, please sign where indicated and return an executed original to us as our notice to proceed. The executed proposal, along with the estimated fee, and the attached standard charges for professional services and general terms and conditions constitute the whole of our agreement. Any modification to any part of this agreement without prior acknowledgement and consent by Burke will make null and void this agreement. Any time commitment made by Burke as part of the agreement does not begin until Burke has received an executed original.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please contact me at 317.266.8000 or Don Oliphant at the number listed above if you have any questions.

Sin

Jon D. Stolz, PE
Managing Vice President

THIS PROPOSAL, ESTIMATED FEE, STANDARD CHARGES FOR PROFESSIONAL SERVICES AND GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE TOWN OF CEDAR LAKE:

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

Enclosures: Schedule of Charges for Professional Services
General Terms and Conditions

If the Cedar Lake Town Council requests additional services that are not described in the above Scope of Services, the billing rates will be applied as noted below. Special services may include expert witness testimony and/or participation at hearings for a legal matter specifically requested by the Town, depositions, large-scale design projects/construction observation, etc., and external to the regular engineering services described within this document.

<u>Personnel</u>	<u>(\$/Hr)*</u>
Principal	143
Engineer VI	127
Engineer V	116
Engineer IV	107
Engineer III	102
Engineer I/II	88
Survey V	122
Survey IV	102
Survey III	92
Survey II	83
Survey I	67
Resource Planner V	101
Resource Planner IV	96
Resource Planner III	91
Resource Planner I/II	84
Engineering Technician IV	88
Engineering Technician III	82
Engineering Technician I/II	75
CAD Manager	101
Assistant CAD Manager	95
CAD II	80
GIS Specialist III	92
GIS Specialist I/II	80
Landscape Architect	96
Environmental Resource Specialist V	102
Environmental Resource Specialist IV	100
Environmental Resource Specialist III	95
Environmental Resource Specialist I/II	83
Environmental Resource Technician	80
Administrative	80

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage, Permit Fees
Cost

*Charges include overhead and profit



1. **Relationship Between Engineer and Client:** Christopher B. Burke Engineering, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order), require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. **Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. **Compliance with Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. **Governing Law and Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Indiana.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

15. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement."
17. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.
21. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this

limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. **Client's Responsibilities:** The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. **Information Provided by Others:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer

shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. **Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. **Indemnity Clause:** When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and the Client agrees not to modify or delete it:

Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees and acknowledges that Engineer shall be considered a third party beneficiary of those contracts into which this clause has been incorporated; and agrees to assume the entire liability for all personal injury claims suffered by its employees, including without limitation, claims asserted by persons allegedly injured on the Project; waives any limitation of liability defense based on the Workers' Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees, and consultants (the "Indemnitees") from and against any such loss, expense, damage or injury, including attorneys' fees and costs that the Indemnitees may sustain as a result of such claims.

28. **Job Site Safety/Supervision and Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of

construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involves the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. **Insurance and Indemnification:** The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or

disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is an operation, maintenance and repair activity for which the Engineer is not responsible.

February 23, 2010-INDIANA

Change Order No. _____

Date of Issuance: 04/13/23	Effective Date: 04/17/23
Owner: Town of Cedar Lake	Owner's Contract No.:
Contractor: Dredge America, Inc.	Contractor's Project No.: N/A
Engineer: Christopher B. Burke Engineering, LTD	Engineer's Project No.: 200323
Project: Stage 2 – Cedar Lake Dredging	Contract Name: N/A

The Contract is modified as follows upon execution of this Change Order:

Description: Dredging activities will be allowed to start in Mid-April pending the calendar year as noted below. Dredging will also be allowed on Saturdays and Sundays. Working hours are modified to 7am-7pm for all days.

2023: Start Date, April 17th.

2024: Start Date, April 15th.

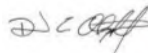
2025: Start Date, April 14th.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>N/A</u>	Original Contract Times: <u>N/A</u> Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>N/A</u>	Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>N/A</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>N/A</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: 	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: _____
Date: <u>04/04/23</u>	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

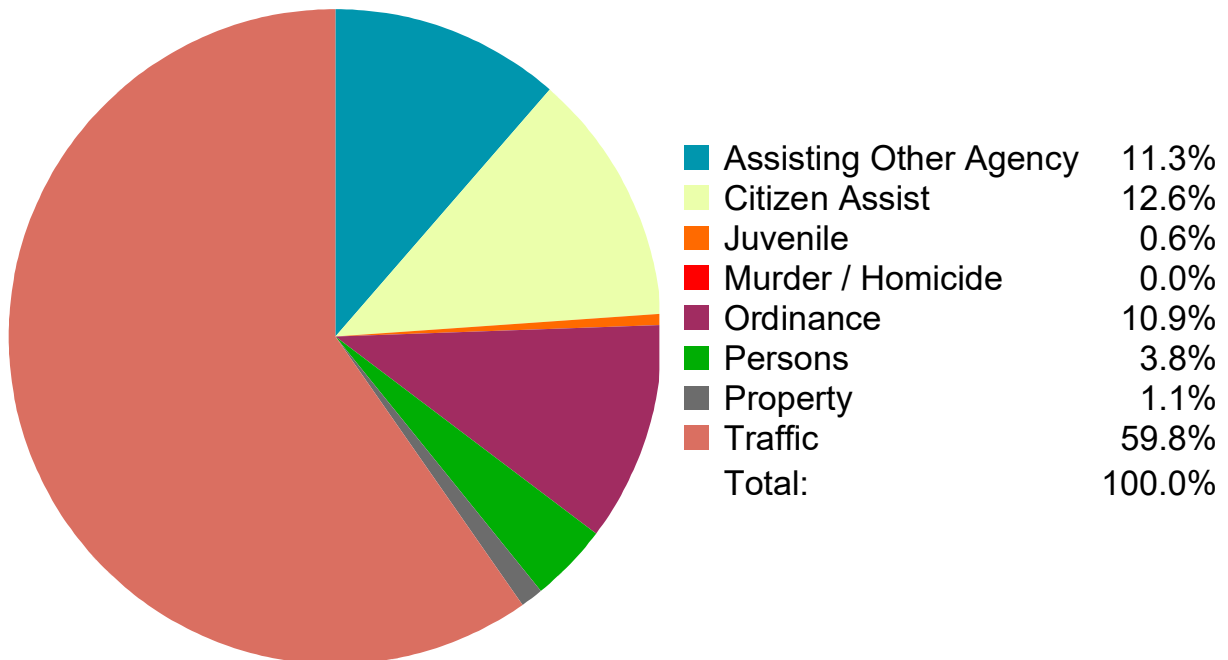
By: _____ Date: _____
Title: _____

**CEDAR LAKE POLICE DEPARTMENT
INCIDENT AND CALLS FOR SERVICE REPORT
March 2023 and Year-To-Date 2023**

Incident Type	Month Total	Year Total
Incidents Assisting Other Agency (Including Fire and EMS)	139	409
Incidents related to Citizen Assists:	155	459
Incidents related to Juveniles:	7	25
Incidents related to Murder/Homicide:	0	0
Incidents related to Ordinances:	135	347
Incidents related to Persons:	47	171
Incidents related to Property:	13	44
Incidents related to Traffic:	738	2343
Incidents Not Classified:	0	0

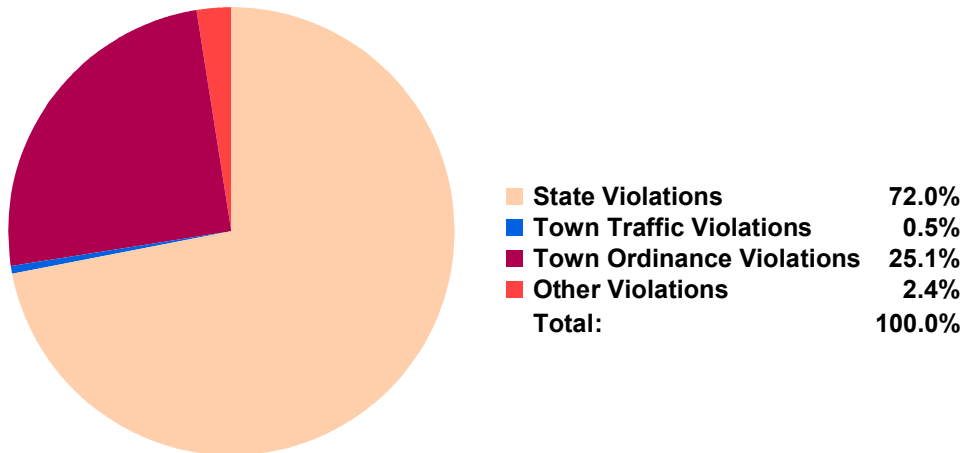
Totals:	1234	3798
----------------	-------------	-------------

Average Daily Calls For Service: 42.67



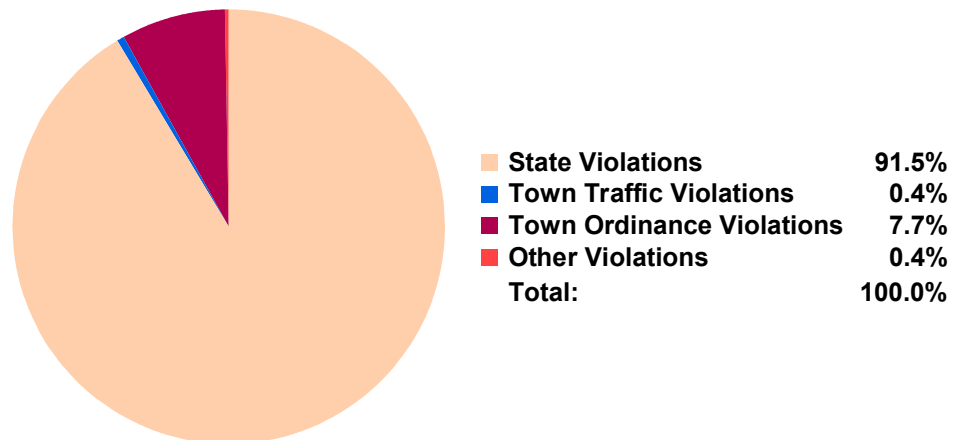
CITATION REPORT
March 2023 and Year-To-Date 2023

State Violations: 149
Town Traffic Violations: 1
Town Ordinance Violations: 52
Other Violations: 5
Total for March: 207
Year To Date: 602



WARNING REPORT
March 2023 and Year-To-Date 2023

State Violations: 669
Town Traffic Violations: 3
Town Ordinance Violations: 56
Other Violations: 3
Total for March: 731
Year To Date: 2,179

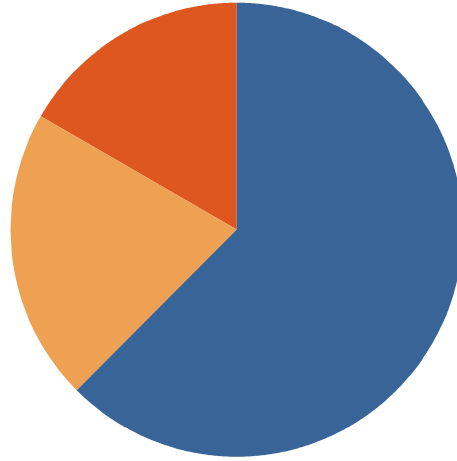


ARREST REPORT
March 2023 and Year-To-Date 2023

Total Arrests: 27
Total Charges Filed: 48
Misdemeanor: 30
Felony: 10
Infraction: 0
Not Classified /
Warrant: 8

Year-To-Date

Total Arrests: 85
Total Charges Filed: 145



■ Misdemeanor	62.5%
■ Felony	20.8%
■ Infraction	0.0%
■ Not Classified	16.7%
Total:	100.0%

Cedar Lake Police Department

Traffic Stop Analysis

1/1/2014 to 3/31/2023



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Jan	143	221	279	353	180	260	321	351	389	738
Feb	258	221	221	400	161	331	300	285	257	651
Mar	388	249	489	372	225	380	190	460	373	632
Apr	421	266	328	266	229	415	21	376	324	
May	436	393	361	277	250	345	119	318	418	
Jun	213	307	325	269	260	345	182	318	283	
Jul	273	373	393	245	292	371	285	372	359	
Aug	369	271	258	249	236	366	303	364	421	
Sep	224	252	264	284	286	259	212	281	378	
Oct	228	240	356	191	302	285	182	348	417	
Nov	295	261	407	257	280	329	172	320	397	
Dec	287	331	311	186	269	317	203	357	474	
Total	3,535	3,385	3,992	3,349	2,970	4,003	2,490	4,150	4,490	2,021

Cedar Lake Police Department

Warning Analysis

1/1/2014 to 3/31/2023



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Jan	69	112	171	215	105	202	275	291	305	754
Feb	121	103	122	236	99	299	253	235	236	694
Mar	172	122	267	221	125	343	154	395	396	731
Apr	194	153	194	195	148	376	15	323	301	
May	193	223	210	210	225	289	112	263	461	
Jun	108	167	198	211	191	309	136	273	334	
Jul	145	154	203	166	271	316	234	338	358	
Aug	200	131	177	173	220	313	218	270	438	
Sep	98	139	158	182	228	223	188	205	433	
Oct	111	102	228	128	322	222	154	265	422	
Nov	137	173	235	161	243	260	182	258	404	
Dec	140	194	215	115	193	272	180	251	465	
Total	1,688	1,773	2,378	2,213	2,370	3,424	2,101	3,367	4,553	2,179

Cedar Lake Police Department

Citation Analysis

1/1/2014 to 3/31/2023



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Jan	81	111	106	136	92	120	207	169	165	192
Feb	102	103	96	200	80	148	148	156	103	203
Mar	172	126	244	187	108	120	122	215	167	207
Apr	194	139	145	142	123	102	38	126	152	22
May	208	259	193	148	122	98	74	144	159	
Jun	121	168	180	164	122	107	140	156	167	
Jul	135	226	245	147	119	112	156	163	215	
Aug	190	163	137	113	83	112	193	123	232	
Sep	91	137	122	91	97	106	137	147	166	
Oct	82	178	163	85	87	113	110	147	145	
Nov	133	143	183	84	92	92	107	129	129	
Dec	103	155	123	94	93	111	85	117	149	
Total	1,612	1,908	1,937	1,591	1,218	1,341	1,517	1,792	1,949	624

Cedar Lake Police Department

Law Incident Analysis

1/1/2014 to 3/31/2023



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Jan	366	272	341	440	460	433	499	459	503	516
Feb	286	236	385	404	451	484	454	460	433	502
Mar	307	322	458	443	461	461	427	522	548	551
Apr	371	351	488	564	471	512	334	508	501	
May	438	421	512	629	624	518	642	556	674	
Jun	464	383	612	628	644	505	625	663	659	
Jul	481	395	629	659	683	510	575	652	633	
Aug	455	376	505	614	656	572	633	555	638	
Sep	365	372	489	573	575	602	573	525	579	
Oct	348	479	439	511	594	476	563	499	544	
Nov	295	375	425	488	507	444	495	429	515	
Dec	285	423	441	488	455	420	460	481	546	
Total	4,461	4,405	5,724	6,441	6,581	5,937	6,280	6,309	6,773	1,569

Cedar Lake Police Department

Arrest Analysis

1/1/2014 to 3/31/2023



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Jan	25	19	25	35	21	28	40	32	31	29
Feb	16	20	15	17	8	37	22	29	30	29
Mar	19	27	20	14	20	26	10	27	31	27
Apr	24	26	33	21	31	31	7	13	31	
May	20	36	18	33	39	26	24	30	26	
Jun	16	33	39	25	28	38	25	36	28	
Jul	24	19	38	21	26	25	23	26	30	
Aug	21	23	26	30	40	43	25	17	28	
Sep	10	15	19	19	34	22	31	28	20	
Oct	13	17	28	26	34	23	28	32	40	
Nov	12	10	15	24	19	20	23	20	19	
Dec	15	21	16	24	16	18	10	20	27	
Total	215	266	292	289	316	337	268	310	341	85

Cedar Lake Police Department

Arrest Offense Analysis

1/1/2014 to 3/31/2023



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Jan	42	24	28	58	26	62	71	51	51	47
Feb	21	25	25	26	15	71	37	59	47	50
Mar	25	30	23	25	35	52	18	42	69	48
Apr	30	27	53	40	45	45	16	21	54	
May	25	50	26	52	63	37	31	51	45	
Jun	21	37	63	35	43	60	41	68	45	
Jul	32	23	60	34	35	42	42	46	63	
Aug	31	28	33	50	49	70	44	29	55	
Sep	17	20	26	35	46	38	55	61	34	
Oct	26	21	42	40	55	33	62	63	65	
Nov	14	10	29	33	31	35	40	34	41	
Dec	23	21	28	35	19	32	21	30	56	
Total	307	316	436	463	462	577	478	555	625	145

Cedar Lake Police Department

Town Ordinance Warnings

1/1/2023 to 3/31/23

Grouped by Offense

	Jan	Feb	Mar	Total
<i>Aband Vehicle on Roadway</i>	0	1	0	1
<i>Abandoned Vehicle</i>	11	12	7	30
<i>ABANDONED VEHICLE -</i>	0	1	0	1
<i>DOGS - LICENSE AND</i>	0	2	0	2
<i>DOGS - NOISE DISTURBANCE</i>	0	1	2	3
<i>DOGS - RUNNING AT LARGE</i>	0	1	0	1
<i>Non-Use Refuse Container</i>	0	1	0	1
<i>Nuisance-Accum Rubbish</i>	0	0	1	1
<i>NUISANCES - ACCUMULATION</i>	0	0	1	1
<i>OFF-ROAD VEHICLES -</i>	0	0	1	1
<i>OPERATION OF VEHICLE AT STOP</i>	1	0	3	4
<i>Parking - Blocking Traffic</i>	9	17	39	65
<i>Parking - Proper Manner</i>	1	0	0	1
<i>Parking - Traveled Portion RDWY</i>	0	0	1	1
<i>Scattering of Refuse</i>	0	1	0	1
<i>Snow Emergency Parking-Roadway</i>	0	6	0	6

	Jan	Feb	Mar	Total
<i>SPEED LIMITS</i>	16	0	0	16
<i>SPEED LIMITS - 11-20 MPH OVER</i>	1	4	3	8
<i>SPEED LIMITS - 21-30 MPH OVER</i>	0	0	1	1
<i>STREETS AND SIDEWALKS -</i>	0	1	0	1
<i>TRUCK ROUTE</i>	0	3	0	3
<i>Unauthorized Accumulation</i>	4	4	0	8
Total	43	55	59	157

Cedar Lake Police Department

Town Ordinance Citations

1/1/2023 to 3/31/2023

Grouped by Offense

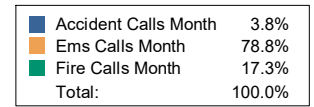
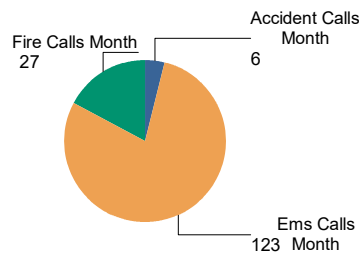
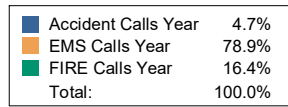
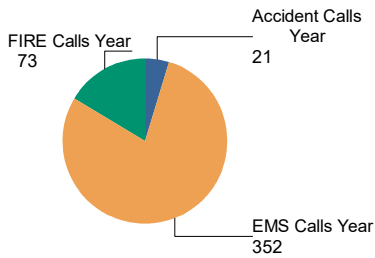
	Jan	Feb	Mar	Total
<i>Aband Vehicle on Roadway</i>	0	1	2	3
<i>Abandoned Vehicle</i>	29	20	35	84
<i>ABANDONED VEHICLE -</i>	0	1	0	1
<i>ABANDONED VEHICLE -</i>	0	1	0	1
<i>ALARM SYSTEMS - FALSE ALARM - 3</i>	0	0	1	1
<i>ALARM SYSTEMS - FALSE ALARM - 6</i>	0	1	0	1
<i>Non-Use Refuse Container</i>	0	0	2	2
<i>Nuisance-Accum Rubbish</i>	2	0	3	5
<i>NUISANCES - ACCUMULATION</i>	0	0	1	1
<i>OBSTRUCTIONS TO VISIBILITY AT</i>	0	0	1	1
<i>Off-road vehicle on roadway</i>	1	0	0	1
<i>OFF-ROAD VEHICLES -</i>	0	0	1	1
<i>OPERATION OF VEHICLE AT STOP</i>	0	3	0	3
<i>Parking - Blocking Traffic</i>	0	1	1	2
<i>Scattering of Refuse</i>	0	1	1	2
<i>SPEED LIMITS</i>	4	0	0	4

	Jan	Feb	Mar	Total
<i>SPEED LIMITS - 11-20 MPH OVER</i>	2	1	2	5
<i>SPEED LIMITS - 21-30 MPH OVER</i>	1	4	1	6
<i>Unauthorized Accumulation</i>	4	2	2	8
<i>UNAUTHORIZED SIGNALS OR</i>	1	0	0	1
Total	44	36	53	133

Cedar Lake Fire Department

Monthly Summary Report

1/1/2023 to 3/31/2023



Average Daily Calls for Service: 5.04

Yearly Totals

Agency Assist	1
EMS Abdominal	11
EMS Animal Bite	1
EMS Assault	2
EMS Back Pain	4
EMS Bleeding	10
EMS Breathing	33
EMS Chest Pain	23
EMS Choking	2
EMS Death	3
EMS Diabetic	6
EMS Fall	40
EMS Full Arrest	5
EMS Headache	1
EMS Heart Prob	11
EMS Lift Assist	34
EMS Misc	1
EMS Mutual Aid	2
EMS Overdose	4
EMS Pregnancy	4
EMS Psych	37
EMS Seizure	13
EMS Sick Person	58
EMS Stroke	7
EMS Trauma	12
EMS Uncons	21
EMS Unknown	7
FIRE Alarm	14
FIRE Assist	4
FIRE CO Alarm	7
FIRE Gas IN	4
FIRE Gas OUT	1
FIRE Hazmat	1
FIRE Inspection	4
FIRE Investigat	1
FIRE Misc	1
FIRE Mutual Aid	13
FIRE Outside	3
FIRE Standby	1
FIRE Structure	11
FIRE Utility	4
FIRE Vehicle	1
FIRE Washdown	2
FIRE Water Resc	1
Odor	1
PD Accident	1

Monthly Totals

EMS Abdominal	5
EMS Animal Bite	1
EMS Back Pain	2
EMS Bleeding	3
EMS Breathing	15
EMS Chest Pain	3
EMS Death	1
EMS Diabetic	3
EMS Fall	13
EMS Full Arrest	2
EMS Heart Prob	3
EMS Lift Assist	12
EMS Overdose	1
EMS Pregnancy	2
EMS Psych	14
EMS Seizure	5
EMS Sick Person	21
EMS Stroke	2
EMS Trauma	6
EMS Uncons	8
EMS Unknown	1
FIRE Alarm	6
FIRE Assist	1
FIRE CO Alarm	1
FIRE Hazmat	1
FIRE Inspection	2
FIRE Investigat	1
FIRE Mutual Aid	3
FIRE Outside	1
FIRE Structure	7
FIRE Utility	2
FIRE Vehicle	1
FIRE Washdown	1
PD Accident	1
PI Accident	5

Total for Month: 156

PI Accident	20
Suicidal Subj	1
<hr/>	
Total for Year:	449

Town of Cedar Lake

Office of Building, Zoning, and Planning

7408 Constitution Ave - PO Box 707 - Cedar Lake, IN 46303

Tel (219) 374-7000 - Fax (219) 374-8588

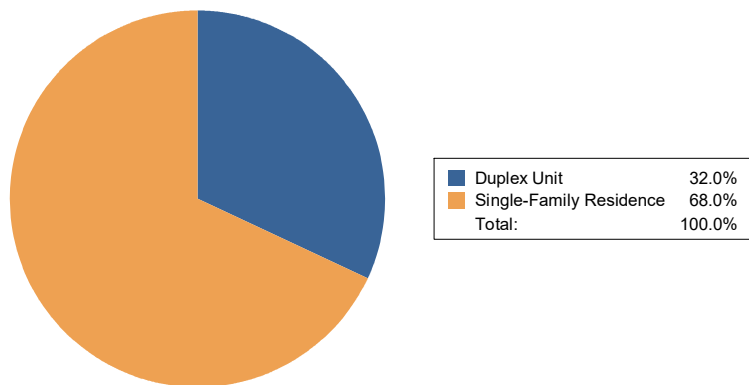


Report of All New Construction Permits

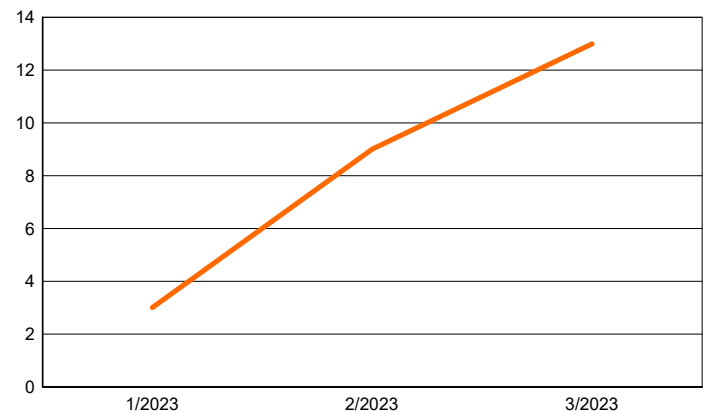
1/1/2023 to 3/31/2023

Grouped by Month

New Construction Type



Permits by Month



January 2023

Residential New Construction Permits: **3**

New Construction Permits: **3**

New Residential Construction Value: **\$572,690**

Total Value of Construction for January: **\$572,690**

February 2023

Residential New Construction Permits: **9**

New Construction Permits: **9**

New Residential Construction Value: **\$1,717,100**

Total Value of Construction for February: **\$1,717,100**

March 2023

Residential New Construction Permits: **13**

New Construction Permits: **13**

New Residential Construction Value: **\$4,419,495**

Total Value of Construction for March: **\$4,419,495**

Total New Construction Permits: **25**

Total Residential New Construction Permits: **25**

Total Commercial New Construction Permits: **0**

Total School New Construction Permits: **0**

Total Value of New Construction: **\$6,709,285**

Total Value of New Residential Construction: **\$6,709,285**

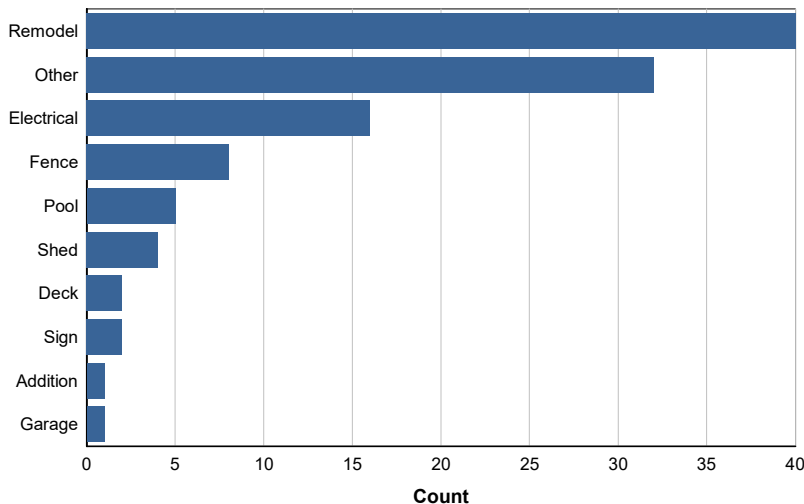
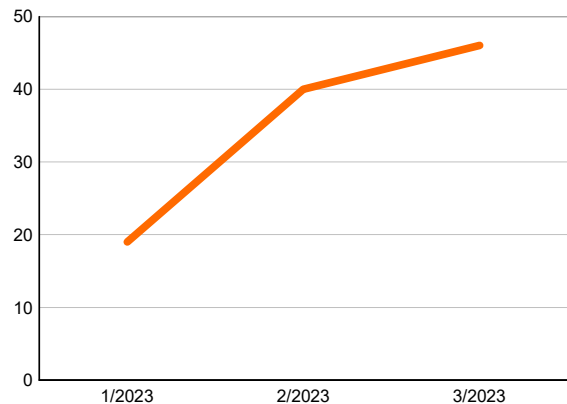
Total Value of New Commercial Construction:

Total Value of New School Construction:

Town of Cedar Lake**Office of Building, Zoning, and Planning**

7408 Constitution Ave - PO Box 707 - Cedar Lake, IN 46303

Tel (219) 374-7000 - Fax (219) 374-8588

**Report of All Other Permits
1/1/2023 to 3/31/2023
Grouped by Month****Permits by Month**Project Class**January 2023**Other Residential Permits: **18**Other Commercial Permits: **1**Total of Other Permits: **19**Other Residential Permits Value: **\$679,638**Other Commercial Permits Value: **\$2,000**Total Value of All Other Permits: **\$681,638****February 2023**Other Residential Permits: **35**Other Commercial Permits: **1**Other Permits: **4**Total of Other Permits: **40**Other Residential Permits Value: **\$787,399**Other Commercial Permits Value: **\$0**Other Permits Value: **\$36,262**Total Value of All Other Permits: **\$823,661****March 2023**Other Residential Permits: **40**Other Commercial Permits: **5**Other Permits: **1**Total of Other Permits: **46**Other Residential Permits Value: **\$739,681**Other Commercial Permits Value: **\$153,106**Other Permits Value: **\$500**Total Value of All Other Permits: **\$893,287**Grand Total of Other Permits: **105**Grand Total Value of All Other Permits: **\$2,398,587**



April 24, 2023

Town Council
Town of Cedar Lake
7408 Constitution Avenue
P. O. Box 707
Cedar Lake, Indiana 46303

Attention: Chris Salatas – Town Manager

Re: Town Engineer Report for April 27, 2023 Town Council Meeting
(CBBEL Project No.: 060015.00001)

Dear Council Members:

This letter summarizes Christopher B. Burke Engineering, LLC (CBBEL) Town Engineer activities for reporting and action (as necessary) for the April 27, 2023 Town Council Meeting. This report covers activities for the period of March 18, 2023 through April 24, 2023.

1) Cedar Lake Dredging and Sediment Dewatering Facility Project

The Pre-Construction Meeting was held on April 12th. Dredge America will be allowed to dredge seven days a week and over holidays. This request was granted based on Dredge America's previous experience that it is a safer environment if they are dredging and watching operations when there is boating traffic on the lake. A Change Order has been provided to allow for these operating times. The dredge will most likely be in the lake sometime in mid-May and operations will start in the northeast corner of the lake (Area #1) later in the month. An Ecosystem Restoration Committee meeting was also held on April 13th.

A Public Information Meeting will be held on Monday, May 8th at 6pm at Town Hall. All public is welcome to attend. CBBEL staff presented dredge related presentations at the Lake of the Red Cedars Elementary School on April 17th and at a Boys & Girls STEM event on April 20th.

2) MS4 Coordination

CBBEL worked with Public Works staff to obtain data for the Cedar Lake MS4 2022 Annual Report. The report summarizes MS4 activities of the Town over the course of 2022 in the areas of public education/involvement, construction plan review, construction site inspections, pollution prevention, and stormwater conveyance system inspection and maintenance activities. The report was submitted to IDEM on April 3rd. CBBEL also worked with Public Works staff on the Quarterly Pollution Prevention Inspection of the Public Works facility.

3) NIRPC/State Legislature/INDOT/IDNR Updates

The Town was notified on April 21st that two of the five project applications were accepted into the draft 2024-2028 TIP. The Town projects that are included in the TIP are the raising of 133rd Avenue from Robin's Nest to Colfax Avenue and the Founders Creek Multi-Use Path. The 133rd Avenue project is programmed in 2025 for construction (PROTECT funds) at \$454,504.00 federal funds and \$113,626.00 local match. The design of the project will be funded by the Town. The second project is the design and construction of the Founders Creek Multi-Use Path (Transportation Alternative funds). The project is programmed for design in 2026 (\$72,685.00 federal funds and \$32,000.00 local match) and for construction in 2028 (\$1,422,430.00 federal funds and \$355,608.00 local match).

The 123rd Indiana General Assembly convened a long session on January 9th. The following proposed bills may be of interest to the Town:

- **HB1081 & SB300: Residential Tax Increment Financing** – Removes the threshold conditions for establishing a residential housing development program and a tax increment allocation area for the program, including the condition that the governing body of each school corporation affected by the program pass a resolution approving the program before the program may go into effect. Provides that the fiscal body of a county may adopt an ordinance to designate an economic development target area. **Status: SB300, Passed the Senate on February 2nd, 28-19, referred to House on February 3rd. HB1081 referred to Ways and Means Committee on February 14th. No Change.**
- **HB1085: Tax Increment Financing** – Would require 20% of incremental revenue from TIF to be passed to school corporations in the allocation area to be used for career and technical education (CTE) programs for all new TIFs going forward. It would also add a member of the local school board to the redevelopment commission as a voting member. **Status: Amendment #6 passed in the House Ways and Means Committee on February 22nd. No Change.**
- **SB219: Annexation** – With certain exceptions, requires a municipality that initiates an annexation to file with the court an annexation petition approved by the signatures of: (1) at least 51% of the owners of non-tax-exempt land in the

annexation territory; or (2) the owners of at least 75% in assessed valuation of non-tax-exempt land in the annexation territory. Requires the court to hold a hearing if the petition has enough signatures. Adds provisions for determining the validity of signatures. Eliminates the following: (1) Remonstrances and remonstrance waivers. (2) Reimbursement of remonstrator's attorney's fees and costs. (3) Adoption of a fiscal plan for annexations requested by 100% of landowners in the annexation territory. (4) Settlement agreements in lieu of annexation. (5) Provisions regarding contiguity of a public highway. **Status: Passed the Senate on February 9th, 34-15. Referred to the House Local Government Committee on February 10th. The first reading was held on February 28th. No Change.**

- **SB242: DNR Best Floodplain Mapping Data** – DNR best floodplain mapping data. Repeals a provision that requires a local floodplain administrator to use the "best floodplain mapping data available" when reviewing an application for a permit to authorize construction in or near a floodplain. Requires an owner to disclose in a real estate disclosure form whether any portion of the real estate is located in a floodplain, as determined by FEMA's Flood Insurance Rate Maps or a FEMA approved local floodplain map. **Status: Passed the House on April 17th and returned to the Senate with amendments. The Senate dissented from the House amendments on April 18th.**
- **SB385: Floodplain Disclosures** – Requires an owner of residential real estate to disclose on the sales disclosure form if any portion of the real estate is located in a floodplain. Repeals a statute concerning floodplain mapping. **Status: Referred to the Senate Judiciary Committee on January 19th. No Change.**
- **SB412: Natural Resources** –Authorizes IDNR-DOW to file, in the deed records of a county recorder's office, an affidavit stating that a violation or deficiency that is the subject of an enforcement action exists on a particular property in the county. **Status: Passed the House on March 28th and returned to the Senate with amendments. The Senate dissented from the House Amendments on April 13th.**

Adjournment of the 123rd General Assembly is due to no later than April 29th.

4) Other Funding Opportunities

- **IDNR – Division of Outdoor Recreation, Next Level Trails Program:** *No Change from Previous Report.* IDNR – Division of Outdoor Recreation will administer the program in conjunction with INDOT. All non-motorized trail types are eligible, but consideration will be given to multi-use trail types. Eligible costs are trail construction, land acquisition, design and engineering, and basic trail amenities. The grant program requires an 80/20 match with minimum and maximum requests of \$200,000 and \$2 million, respectively. There will be \$10 million available for locally significant projects. More information can be found at <https://www.in.gov/dnr/outdoor/9800.htm>. Based on discussions with NIRPC, it is our

understanding that this program will have an additional call later this year.

Appraisals were received from the Vale Appraisal Group on March 31st and American Valuation Appraisal Services in early June for parcels within the proposed trail corridor. The next step would be to engage the landowners to receive signed letters of intent.

- **Community Crossing Grant, 2022-2:** The Pre-Construction Meeting was held on April 20th. Site Services is due to begin mobilization on 137th Avenue the week of May 8th. Brief roadway closures should be expected with this work. All efforts will be made to maintain access to residents who access driveways off 137th Avenue. The project should take approximately 1 month to complete.

Site Services will begin crack sealing work the week of May 1st.

- **Community Crossing Grant, 2023-2:** Governor Holcomb announced the 2023-2 CCMG call will open on July 3rd and close on July 28th.
- **2023 CDBG Funds:** CBBEL has provided Town staff with an estimate to complete additional ADA ramp modifications within the Lynnsway Subdivision. This funding is expected sometime in the summer.
- **Indiana Destination Development Corporation, Indiana Placemaking Activation Grant:** The Town was awarded Public Art Activation funding for a sculpture along the Cedar Lake shoreline at Town Hall. The Town was among two municipalities in Lake County to be awarded funds. The grant will fund up to \$10,000 for fabrication, placement, and construction of the selected area.
- **USDOT, Safe Streets and Roads for All (SS4A):** The SS4A grant is a product of the new infrastructure bill. The second round of funding was opened in April and closes on July 10th. This program provides funding for both planning and implementation (construction) of infrastructure and initiatives designed to prevent death and serious injury on roads and streets. Applicable planning documents must already be completed to be eligible for implementation grants. More information can be found at <https://www.transportation.gov/grants/SS4A>.

CBBEL and the Town are still coordinating work efforts for completion of a Local Road Safety Plan. Completion of this document would make the Town eligible for the construction portion of the SS4A funding and be expected to be completed in the Summer 2023.

- **PCB Monsanto Class Action Settlement**

- City of Long Beach [CA], et al. v. Monsanto Company, et al.**

The Town received a check for \$17,414.03 on April 17th as a Settlement Class Member for the aforementioned Class Action suit. The Town received these funds since Cedar Lake is included in the EPA 303(d) impaired waterway list for PCB contamination within a HUC-12 watershed and is a Phase II NPDES municipality. The "Monitoring Fund" included over \$42 million and similar checks were provided to 2,320 Settlement Class Members throughout the country. These funds are "...intended to pay for PCB sampling and/or any other mitigation efforts in the Settlement Class Member's sole discretion, as part of compliance with applicable law." CBBEL recommend that these funds be used in conjunction with the lake dredge project.

A separate fund referred to as "Special Needs Fund, Part B" was allocated over \$50 million to "...compensate those Settlement Class Members who apply and make a showing, in the discretion of the Special Master, of a significant regional, state, or national benefit, cost, or contribution regarding 303(d) bodies of water impaired by PCBs through stormwater and/or dry weather runoff, and such benefit, cost, or contribution is not otherwise encompassed within any other part of this Allocation."

CBBEL is compiling an application to request \$2 million to dredge additional sediment and partially fund a future aluminum sulfate treatment for the lake bottom.

5) Town Street Committee & Roadway Items

- Shades (East of Morse St and North of 141st Avenue): The Town was notified on April 12th that they received \$831,600.00 to fund the first phase of the Shades Subdivision. Phase 1 of the project will include the roadway reconstruction and stormwater infrastructure for Edison Street, Rocklin Street, Sherman Street, Marys Lane, Wheeler Street, and Berkley Street. The project will also include the raising of 141st Avenue from Hobart Street to the old eastern corporate limit. These funds are required to be awarded and contracts signed within 4 months of the funding letter.
- 131st Place and Morse Street: *No Change from Previous Report.* CBBEL received the survey on October 4th and provided it to the Town for review. We are awaiting direction on how to proceed.
- Lake Shore Drive/Lee Street Crosswalk: TMC completed this crosswalk and rumble strips. The Bugaboo crosswalk and rumble strips were also refreshed. Signage for the new Lee Street crosswalk is on order and will be installed by Public Works when received.
- Railroad At-Grade Sidewalk Crossing: CBBEL has initiated coordination with the Norfolk Southern Railroad and CSX Railroad to complete sidewalk crossings at 141st Avenue between the Hanover Central Middle School/Railside and Rose Garden Estates/Centennial, 141st Avenue between Beacon Pointe/Beacon Pointe East, 137th

Avenue between Kiwanis Park and Winding Creek – Unit 2, and 133rd Avenue over the CSX RR bridge near Smith Concrete.

6) Redevelopment Commission

CBBEL is completing the following projects for the Redevelopment Commission:

- Morse Street Corridor Pedestrian Path/Watermain: Plan preparation is on-going. CBBEL is currently completing plans for the watermain extension from the new Lighthouse well to 137th Avenue to facilitate connection of the new safety buildings. This extension will also include an extension down Constitution Avenue to the east of Town Hall. This project is scheduled to bid in May pending easement/ROW acquisition. Coordination is on-going between CBBEL personnel and the safety building engineering team. CBBEL provided comments to the police/fire team on March 29th and are awaiting a response.

CBBEL provided 3-lot subdivision platting documents for the police department, fire department, and future Town Hall parcel to Town staff for review.

CBBEL will begin final design of the reconstruction of Constitution Avenue in the Fall. This would be constructed in the Summer 2024 with the intention to apply for 2024-1 CCMG funding.

7) Plan Commission

CBBEL has been completing civil review and coordination activities for the following proposed developments:

- Bugaboo Subdivision: *No Change from Previous Report*. CBBEL provided a comment letter to the Applicant on August 11th and is awaiting a response.
- Novak Parcel (129th Ave/US-41): *No Change from Previous Report*. CBBEL and the Town are coordinating with the Engineer and Applicant on cost-sharing items prior to plan review.
- Culver's: CBBEL recommended contingent approval in a letter dated March 30th.
- Centier Bank 2-Lot Subdivision: CBBEL provided a comment letter to the Applicant on April 14th. A re-submittal was provided on April 19th that we are currently reviewing.
- Subdivision Ordinance/Development Standards Manual Update: CBBEL has begun updates to the DSM and is currently on-going. CBBEL circulated draft construction details to Town staff on March 28th and have only received one comment to-date.

8) Stormwater Management Board

7513 W. 136th Lane, Woodland Shores: The Board was notified that the parcel owner who

brought the concern to the board's attention had recently sold the property. The Storm Board determined to table further effort on the easement acquisition until the new owner(s) appear at a Storm Board meeting. The item will still remain on the update items list. **No Change.**

9080 W. 129th Place, Woodland Hills 1st Addition Subdivision: CBBEL has discussed this project with the homeowner and expects the project to start within the next few weeks, weather dependent. **No Change.**

Woods of Cedar Creek: Town staff has reviewed documentation on acquired easements prior to the Phase 1 project being completed. Three residents did not provide access before the Phase 1 project. Two of those parcels are under new ownership and staff will reach out to determine if a Phase 2 project is possible. **This project was scored 3rd and will be funded if adequate funds remain in the 2023 budget. The Town will check existing easement documentation for updates.**

6425 W. 145th Avenue: CBBEL presented a concept plan to the Board at the March meeting. Preliminary costs were provided and the Board will take it under advisement during project scoring. **The board scored this project 2nd and decided to fund the project. CBBEL was released to complete one easement document required for the project.**

141st Place & Cottage Grove Avenue: Town Public Works staff decided to re-establish the existing ditchline along the northside of 141st Place and to utilize spoils from this activity to modify and partially fill in the low area at the northwest corner of this curve. This work is to commence shortly. **Public Works is currently completing this project.**

9000 W. 130th Court, Woodland Hills Subdivision: CBBEL reviewed the video of this pipe. It appears the pipe is partially collapsed within sections of the run. CBBEL will work with Public Works staff to determine if the pipe should be replaced or can be repaired. The pipe does appear to be located within an existing drainage easement.

7320 W. 140th Place, Straight's CN Subdivision: CBBEL presented a concept plan to the Board at the March meeting. Based on conversations at the meeting with the homeowner, the scope of the project will be revised to re-shaping an existing ditchline, stabilization, tree clearing, and culvert replacements. **The board scored this project 1st and decided to fund the project. CBBEL was released to complete two easement documents required for the project.**

Meyer Manor Terrance/Lake Shore Drive Storm Sewer: CBBEL and Public Works will evaluate a storm sewer system located on Dodge Street, 131st Avenue, and Lake Shore Drive. The system appears to be partially obstruction and suffers from inlets that are not located in correct areas to capture runoff. This system then connects into the Meyer Manor southern

system before it enters the lake.

Sleepy Hollow Ditch: CBBEL was directed by Town staff to prepare easement documents for parcels located on Sleepy Hollow Ditch from 141st Avenue to Birch Street. This area would include 14 different parcels. The intention is for the Town to gain access to maintain the ditchline.

50/50 Rearyard Drainage Program: CBBEL prepared draft guidelines for the board's review. The purpose of this program would allow for a cost share with the homeowner to install rearyard drainage in older pre-platted subdivisions with little to no existing storm sewer. The cost share would be capped at \$5,000 for the homeowner and costs above this cap would be incurred by the Town. No vote was made at the meeting. **No Change.**

Stormwater Master Plan: CBBEL is preparing a proposal for the completion of a Town-wide Stormwater Master Plan. This plan would include mapping of the Town's entire storm sewer network, identification of system problem areas, hydrologic/hydraulic modeling of specific areas, public participation meetings, and a final plan report detailing future projects and cost estimates. **This proposal may be combined with work related to a Stormwater System Development Charge.**

9) Building Department

CBBEL has been completing site plan and as-builts for individual lots. CBBEL has also been completing on-going development reviews in the following subdivisions/projects: Summer Winds, Birchwood Farms, Rose Garden Estates, Ledgestone, Centennial, Centennial Villas/Estates, Beacon Pointe, Beacon East, Beacon West (Phases 5-7), Lakeside, Hanover Central Middle/Elementary School, Hanover Central High School Athletic Fields, Cedar Lake Storage, Lakeview Business Park, and Offshore Estates. MCM 4 construction inspections are also being completed at each development, where applicable.

Ordinance Updates: An updated floodplain ordinance was sent to Town staff on January 31st. CBBEL will be continuing updates to the Town's Development Standards Manual and Stormwater Ordinances throughout Spring 2023. CBBEL will also update the Town's lighting inventory. CBBEL has been in contact with NIPSCO Electric about acquiring current lighting inventories for the Town.

Thank you for allowing us to provide you with these Town's engineering services. If you have any questions or concerns, please do not hesitate to call.

Sincerely,

A black rectangular box redacting the signature of Donald C. Oliphant.

Donald C. Oliphant, PE, CFM, CPESC, CPMSM
Civil Engineer

L060015 Council Report 042423.docx

CC: Town Manager
Planning Director
Director of Operations
Building Administrator
Town Attorney

Attachments: Project Status Report
All Projects Schedule

Town of Cedar Lake – Project Status Report

Christopher B. Burke Engineering, LLC

updated 04/24/23

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
060015.00001	Town Council	n/a	Town Council Report for 04/27/23 meeting	Completed	04/24/23
060015.00002	Plan Commission	n/a	Plan Reviews & LOC Inspections	Plan Commission Meetings and Review of Plan Applications. See letter for details.	ongoing
060015.00003	Stormwater Management Board	n/a	Review and reporting concerning agenda action items	Reviewing items as requested and reporting status to Storm Board. See letter for details.	ongoing, as requested
060015.00006	Stormwater Cost of Services Study	n/a	ERU calculation review	Ongoing review of ERU calculations for parcels requested by Town.	ongoing, as requested
220178	Cedar Lake Dredging Project	n/a	Construction Plans/Construction Observation	<p>The Pre-Construction Meeting was held on April 12th. Dredge America will be allowed to dredge seven days a week and over holidays. This request was granted based on Dredge America's previous experience that it is a safer environment if they are dredging and watching operations when there is boating traffic on the lake. A Change Order has been provided to allow for these operating times. The dredge will most likely be in the lake sometime in mid-May and operations will start in the northeast corner of the lake (Area #1) later in the month. An Ecosystem Restoration Committee meeting was also held on April 13th.</p> <p>A Public Information Meeting will be held on Monday, May 8th at 6pm at Town Hall. All public is welcome to attend. – see 04/24/23 Council Report for details.</p>	ongoing
090043	MS4 Coordination	\$19,400 (annual)	MS4 Coordination Services & Development	CBBEL worked with Public Works staff to obtain data for the Cedar Lake MS4 2022 Annual Report. The report summarizes MS4 activities of the Town over the course of 2022 in the areas of public education/involvement, construction plan review, construction site inspections, pollution prevention, and stormwater conveyance system inspection and maintenance activities. The report was submitted to IDEM on April 3 rd . CBBEL also worked with Public Works staff on the Quarterly Pollution Prevention Inspection of the Public Works facility. – see 04/24/23 Council Report for details.	ongoing

Cedar Lake All Projects' Schedules

	2022												2023												2024												
	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	
Morse Street/Constitution Ave Watermain Ext																																					
Construction																																					
137th Avenue and Crack Sealing Project																																					
Construction																																					
Shades Subdivision																																					
Construction, TBD																																					
Stage 2 - Cedar Lake Dredging																																					
Construction																																					



Cedar Lake Monthly Report - April

Veridus Recommendations

Date: April 21, 2023

Submitted For: Cedar Lake Town Officials

Completed priorities for remainder of 2023 and updates on work to date:

- Next Steps for Lakeshore Bluffs development – revised MOU is pending
- Research and due diligence for parks planning efforts
- Veridus drafting RFP for Parks Master Plan
- Job description benchmarking for Park Director position

Redevelopment Commission – Developer Roundtable

- Tour and meeting with Carmel Redevelopment Commission 3/6/23
- Discussion of hosting a Developer Roundtable or Development Summit to highlight priority properties and engage multifamily/commercial developers
- Next steps, select a date and identify properties for future development aligned with comprehensive plan and future land use needs

Lakeshore Bluffs

- Sent letter on behalf of Town to Schilling requesting a letter of intent to move project forward, February 2022
- Town Attorney drafted a non-binding MOU with Schilling to move the project forward
- In process of identifying next steps for the Town, pending Schilling response to Town MOU.
- Park Land was transferred to RDC
- Schilling received the MOU, pending review, follow up meeting and next steps will be scheduled and review of next steps road map for redevelopment
- Veridus has followed up on MOU multiple times, especially in the month of October with no response
- Revised MOU has been sent and is pending
- Need Schilling to send proforma information
- Identifying additional commercial development examples
- Veridus POC: Alaina Shonkwiler - Project Executive

Public Safety Building

- Continued Weekly design coordination meetings with K2M and DS Architecture
 - Completed the Program and Needs Evaluation for both Police and Fire
 - Completed process to select BOT Developer - GM Development / Core Construction were selected
 - Completed schematic design for final review
 - Refined site design and schematic plans
 - Building elevations
 - Renderings
 - Cost estimate – Preliminary cost estimate was provided with schematic design. This will be verified by Core Construction
 - Currently working on Cost estimates to confirm GMP before proceeding to design development documents
-



Cedar Lake Monthly Report - April

- Design team continues to push design forward – Currently working on design documents
- Geotechnical survey has been completed
- Topographic and boundary survey are completed
- Bond sale closed and project is fully funded
- Veridus working with design team to complete design drawings
 - Have received drawings and budget from Core
 - Still on budget for construction
- Starting FFE Vendor discussions to review procurement of furniture
 - Initial meetings held week of 3/6
 - Have additional meetings week of 3/20
- Vetting equipment procurement for fire and police station
- Completed ground breaking on public safety complex 4/14
- Veridus POC: David Rainey – Director Owners Representation

Sports Complex

- Veridus to work with Context design to produce an initial sketch showing high level fit of sports park concept
- Timeline for Master Plan is approximately 8 – 10 weeks with Context for Phase 1 Planning and design of similar athletics campuses occurs in the four (4) basic stages:
 - **Stage I Preliminary Master Planning & Budget Forecasting proposed initial scope of work**
 - Stage II Schematic Design & Cost Validation *projected future scope*
 - Stage III Technical Design, Construction Plans & Permitting *projected future scope*
 - Stage IV Construction Phase Support *projected future scope*
- Received Context quote **for Phase 1 Preliminary Master Planning & Budget Forecasting** \$16,800 + \$1000 for reimbursables for the below scope of work (attached):
 - a) Meet with Town staff and stakeholders to confirm program, caliber, and extents of the desired complex.
 - b) Validate short- and long-term objectives for the facility.
 - c) Prepare sketch concepts, organizational strategies, and develop overall campus design for discussion with the Client.
 - d) Incorporate feedback from the Client into a final Master Plan solution.
 - e) Generate a preliminary budget forecast, in conjunction with Veridus Group, based upon the approved concept direction.
 - f) Present the preliminary findings and preliminary budget to the Client.
 - g) Generate a color-rendered Master Plan that includes sports fields, auxiliary building locations, pedestrian and vehicular circulation, parking areas, trail networks, potential entry features, and other primary functions.
 - h) Generate a color-rendered Phase I plan that depicts initial development investment and timeline.
 - i) Attend up to two (2) virtual working sessions with Client to share progress updates.
 - j) Attend up to two (2) in-person working sessions or presentations with Client and stakeholders.
- This will likely be a 2023 project align with focus on parks master plan and a parks comp plan
- Veridus POC: Alaina Shonkwiler - Project Executive



Cedar Lake Monthly Report - April

Building Fee Assessment

- Veridus completed an assessment of 20 communities per request of Town Manager for building and pertinent permit fees
- Comparable communities were selected from three categories based on similarity to Cedar Lake's population, population growth, or if the community was a lakefront community
- Fee and permit comparisons were provided for the following topics:
 - Residential construction
 - Commercial construction
 - Accessory buildings
 - Fences
 - Remodels
 - Demolitions
 - Garages
 - Signs
 - Decks
 - Charges for photocopies of documents
- Analysis was completed July 11th and sent to Town Manager

Town Center Complex – Comprehensive Master Plan and Park Plan

- June 30th Veridus met with representatives from the Historical Association and Museum
- Presentation for a master plan of a potential land area adjacent to town hall for the purposes of tourism and creating a downtown destination
- Discussion with Town Manager and Council representatives about integration of Parks Department/Cedar Lake Parks Board and this proposed project into an update for the Comprehensive Master Plan from 2021
- Alaina is drafting RFP for Parks Master Plan
- Review of slide deck from Historical Association and proposed land use planning for the area ongoing
- Veridus working with town manager to schedule date in November to meet with leaders from council, town staff, Parks Board, and the Historical Society
 - Meeting will review Town Center Complex presentation and integration of town complex needs
- Veridus met with Town Staff to discuss park planning process and concepts
 - Veridus will facilitate community listening sessions to demonstrate potential concepts and receive feedback
 - Listening session will focus on vision for the park
 - Listening sessions are tentatively planned for early June
 - There will be two sessions open to the public in total
 - Initial recommendations on park concept will be developed once meetings are completed
 - Final date for park concept is tentatively planned for mid-July

Park Director Job assessment and position description

- Identified 15 different park director job descriptions to benchmark for new Cedar Lake Park Director role
 - Met with Indiana Park & Recreation Association for guidance and to connect with member communities
- Completed matrix that comparing each job description with information including, salary, benefits, and responsibilities



Cedar Lake Monthly Report - April

- Communities were mostly from the State of Indiana, but a few out of state examples were included for comparison purposes
- Completed presentation of initial findings to Cedar Lake Park Board January 5, 2023
 - Shared key components of Park Director position description
 - Answered questions pertaining to trends from other communities and acceptable expectations for the position
- Created draft position description to assist with RFP process
 - Veridus will assist with finalization of Park Director job description as needed