

Town Council Public Meeting
June 16, 2020

ORDINANCES & RESOLUTIONS:

1. Ordinance No. 1353 – Board of Safety Establishment (First Reading: May 19, 2020)

Motion: _____ 1st _____ 2nd

Robert H. Carnahan	John Foreman	Ralph Miller	Colleen Schieben	Richard Sharpe	Julie Rivera	Randell Niemeyer	Vote Tally
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

2. Ordinance No. 1354 - Weeds, Noxious Growth, Rank Vegetation and Other Environmental Nuisance Regulations Amendment (First Reading: May 19, 2020)

Motion: _____ 1st _____ 2nd

Robert H. Carnahan	John Foreman	Ralph Miller	Colleen Schieben	Richard Sharpe	Julie Rivera	Randell Niemeyer	Vote Tally
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

BZA:

1. Owner: Cedar Lake Commercial/Petitioner: Richard Daley (dba Auto Exchange)– 12841 Wicker Ave – Special Use Variance

The Board of Zoning Appeals certifies an **Unfavorable** Recommendation to the Town Council for the requested **Special Use Variance** to allow the Petitioner, **Richard Daley**, to operate Auto Exchange, a used auto dealer, a B-3 use in a B-2 Zoning District based on the findings of fact: 1) Petitioner did not attend meeting; 2) No correspondence; 3) Unapproved use of the property.

Motion: _____ 1st _____ 2nd

Robert H. Carnahan	John Foreman	Ralph Miller	Colleen Schieben	Richard Sharpe	Julie Rivera	Randell Niemeyer	Vote Tally
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

2. Owner: Howard Skorka/Petitioners: David & Amy Larson (dba Vito's)– 9720 W 133rd Ave – Use Variance

The Board of Zoning Appeals certifies a **Favorable** Recommendation to the Town Council for the requested **Use Variance** to allow the Petitioners, **David & Amy Larson**, six (6) picnic tables for outdoor seating at Vito's LLC.

Motion: _____ 1st _____ 2nd

Robert H. Carnahan	John Foreman	Ralph Miller	Colleen Schieben	Richard Sharpe	Julie Rivera	Randell Niemeyer	Vote Tally
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

PLAN:

1. Letter of Credit: Summer Winds Commercial

Motion: _____ 1st _____ 2nd

Robert H. Carnahan	John Foreman	Ralph Miller	Colleen Schieben	Richard Sharpe	Julie Rivera	Randell Niemeyer	Vote Tally
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

NEW BUSINESS:

1. Fireworks Usage & Special Permit Application – July 18, 2020

Motion: _____ 1st _____ 2nd

Robert H. Carnahan	John Foreman	Ralph Miller	Colleen Schieben	Richard Sharpe	Julie Rivera	Randell Niemeyer	Vote Tally
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

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2. Memorandum of Understanding: Fire Protection Territory

Motion: _____ 1st _____ 2nd

Robert H. Carnahan	John Foreman	Ralph Miller	Colleen Schieben	Richard Sharpe	Julie Rivera	Randell Niemeyer	Vote Tally
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

3. Rose Garden Estates Signage Request

Motion: _____ 1st _____ 2nd

Robert H. Carnahan	John Foreman	Ralph Miller	Colleen Schieben	Richard Sharpe	Julie Rivera	Randell Niemeyer	Vote Tally
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

4. Temporary Request – 13111 Lake Shore Drive

Motion: _____ 1st _____ 2nd

Robert H. Carnahan	John Foreman	Ralph Miller	Colleen Schieben	Richard Sharpe	Julie Rivera	Randell Niemeyer	Vote Tally
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

5. Community Crossing 2020-01 Agreements

a. AES, Inc. Proposal

b. Chicago Testing Laboratory, Inc.

Motion: _____ 1st _____ 2nd

Robert H. Carnahan	John Foreman	Ralph Miller	Colleen Schieben	Richard Sharpe	Julie Rivera	Randell Niemeyer	Vote Tally
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

6. Kozlowski Light Pole Relocation Request – 10915-21 W. 133rd Ave

Motion: _____ 1st _____ 2nd

Robert H. Carnahan	John Foreman	Ralph Miller	Colleen Schieben	Richard Sharpe	Julie Rivera	Randell Niemeyer	Vote Tally
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

7. Attorney Engagement Ratification

Motion: _____ 1st _____ 2nd

Robert H. Carnahan	John Foreman	Ralph Miller	Colleen Schieben	Richard Sharpe	Julie Rivera	Randell Niemeyer	Vote Tally
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

REPORTS:

1. Town Council
 - a. Council Affairs
 - b. Ecosystem Restoration Committee
 - c. Public Safety Committee
 - d. Street Committee
 - e. Stormwater
2. Town Attorney
 - a. Ordinance No. 1352 - Emergency Response Billing Update (draft)
3. Clerk-Treasurer
4. Town Administrator/Staff

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5. Police Department
6. Fire Department

WRITTEN COMMUNICATION:

1. Building Department Report

PUBLIC COMMENT:

ADJOURNMENT:

PRESS SESSION:

NEXT MEETING: Tuesday, July 7, 2020 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.



June 16, 2020

ALL TOWN FUNDS	\$254,601.32
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WASTEWATER OPERATING	\$91,149.00
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WATER UTILITY	\$112,608.70
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STORM WATER	\$25,978.51
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PAYROLL 5/28/2020, 6/1 & 6/11/2020	\$458,062.87
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Journal Number GL Number	Date Description	JNL	Description	User	DR	CR
2243	05/01/2020	GJ	APR ME PD 5/1/20 PER #329	MARGON		
POSTED BY MARGON						
Notes: PENSIONERS RAISES INCLUDED						
101-000-214.701	DUE TO PAYROLL - GENERAL			2,688.52		
101-000-001.111	CASH - GENERAL					2,688.52
630-000-214.701	DUE TO PAYROLL - WASTEWATER			2,688.38		
630-000-001.111	CASH - WASTEWATER					2,688.38
640-000-214.701	DUE TO PAYROLL - WATER			2,102.27		
640-000-001.111	CASH - WATER					2,102.27
650-000-214.701	DUE TO PAYROLL - STORMWATER			2,102.08		
650-000-001.111	CASH - STORMWATER					2,102.08
703-000-214.701	DUE TO PAYROLL - POL PENSION			11,930.44		
703-000-001.111	CASH - POL PENSION					11,930.44
701-000-001.111	CASH - GENERAL			2,688.52		
701-000-084.101	DUE FROM GENERAL					2,688.52
701-000-001.111	CASH - WASTEWATER			2,688.38		
701-000-084.630	DUE FROM WASTEWATER					2,688.38
701-000-001.111	CASH - WATER			2,102.27		
701-000-084.640	DUE FROM WATER					2,102.27
701-000-001.111	CASH - STORM			2,102.08		
701-000-084.650	DUE FROM STORM OPERATING					2,102.08
701-000-001.111	CASH - POL PENSION			11,930.44		
701-000-084.703	DUE FROM METRO POLICE PENSION					11,930.44
				43,023.38		43,023.38
2248	05/05/2020	BA	INSURANCE REIMB CLAIM 70000051-C33	JENNIFERS		
POSTED BY JENNIFERS						
101-003-362.000	PD - VEHICLE REPAIRS					2,433.19
				0.00		2,433.19
2249	05/11/2020	BA	TRANSFERS WITHIN GENERAL DEPARTMENTS	JENNIFERS		
POSTED BY JENNIFERS						
101-004-311.000	PZB - ATTORNEY			2,500.00		
101-004-312.000	PZB - ENGINEER					2,500.00
101-005-396.000	FIRE - MISC SERVICES			340.00		
101-005-394.000	FIRE - TRAINING					340.00
				2,840.00		2,840.00
2250	05/11/2020	BA	TRANSFER REQUEST PER FIRE DATED5/11/2020	JENNIFERS		
POSTED BY JENNIFERS						
101-005-231.000	FIRE - PARTS/TOOLS			1,000.00		
101-005-211.000	FIRE - OFFICE SUPPLIES					1,000.00
101-005-396.000	FIRE - MISC SERVICES			3,000.00		
101-005-241.000	FIRE - MISC SUPPLIES					3,000.00
				4,000.00		4,000.00
2251	05/14/2020	GJ	PP 4/26-5/9 PD 5/14/20 PR #330	MARGON		
POSTED BY MARGON						
101-000-214.701	DUE TO PAYROLL - GENERAL			103,896.27		
101-000-001.111	CASH					103,896.27
104-000-214.701	DUE TO PAYROLL - LCSW			1,840.91		
104-000-001.111	CASH					1,840.91
201-000-214.701	DUE TO PAYROLL - MVH			9,626.94		
201-000-001.111	CASH					9,626.94
404-000-214.701	DUE TO PAYROLL - RDC			511.57		
404-000-001.111	CASH					511.57
630-000-214.701	DUE TO PAYROLL - WASTE WATER			26,344.97		
630-000-001.111	CASH					26,344.97
640-000-214.701	DUE TO PAYROLL - WATER			10,561.57		
640-000-001.111	CASH					10,561.57
650-000-214.701	DUE TO PAYROLL - STORM			9,408.96		
650-000-001.111	CASH					9,408.96
701-000-001.111	CASH - GENERAL FUND			115,875.69		
701-000-084.101	DUE FROM GENERAL					103,896.27
701-000-084.104	DUE FROM LCSW					1,840.91
701-000-084.201	DUE FROM MVH					9,626.94
701-000-084.404	DUE FROM REDEVELOPMENT					511.57
701-000-001.111	CASH - WASTE WATER			26,344.97		
701-000-084.630	DUE FROM WASTE WATER OPERATING					26,344.97
701-000-001.111	CASH - WATER			10,561.57		
701-000-084.640	DUE FROM WATER UTILITY OPERATING					10,561.57
701-000-001.111	CASH - STORM			9,408.96		
701-000-084.650	DUE FROM STORM OPERATING					9,408.96

Journal Number GL Number	Date Description	JNL	Description	User	DR	CR
					324,382.38	324,382.38
2252	05/15/2020	BA	TRANSFERS WITHIN FOR OPERATING	JENNIFERS		
POSTED BY JENNIFERS						
101-002-311.000	TOWN - ATTORNEY				15,000.00	
101-002-312.000	TOWN - ENGINEER					15,000.00
101-002-311.000	TOWN - ATTORNEY				5,000.00	
101-002-396.000	TOWN - MISC SERVICES					5,000.00
101-004-311.000	PZB - ATTORNEY				1,000.00	
101-004-312.000	PZB - ENGINEER					1,000.00
101-004-322.000	PZB - TRAVEL				400.00	
101-004-312.000	PZB - ENGINEER					400.00
					21,400.00	21,400.00
2253	05/22/2020	GJ	URT 2019 ANNUAL CORRECTION	JENNIFERS		
POSTED BY JENNIFERS						
Notes: PRIOR CREDIT - PAYMENT WAS ONLY \$511 NOT \$524.55 ALL PAYMENTS MUST BE ONLINE NOW. THIS IS TO AMEND THE INDOR URT ANNUAL						
640-001-382.000	WTR - URT TAX					13.55
640-000-001.111	CASH				13.55	
					13.55	13.55
2254	05/26/2020	GJ	TO REVERSE JE 2238 - DUPLICATE	JENNIFERS		
POSTED BY JENNIFERS						
101-000-001.111	CASH				1,654.00	
101-000-612.000	BUILDING PERMIT					1,654.00
					1,654.00	1,654.00
2255	05/26/2020	GJ	FUND 649 APR BANK RECONCILIATION	JENNIFERS		
POSTED BY JENNIFERS						
649-000-001.111	CASH				45.74	
649-000-928.000	DIVIDEND EARNED					45.74
649-000-001.111	CASH				252.17	
649-000-928.000	EXCESS DSR TRANSFER FROM -667					252.17
649-000-001.111	CASH				20,619.86	
649-000-928.000	CEDAR LAKE PYMTS TO BNY TRUST					20,619.86
					20,917.77	20,917.77
2256	05/26/2020	GJ	FUND 670 APR BANK RECONCILIATION	JENNIFERS		
POSTED BY JENNIFERS						
670-000-001.111	CASH				252.17	
670-000-928.000	DIVIDEND EARNED					252.17
670-000-001.111	CASH					252.17
670-000-928.000	TRANSFER FROM -667 TO -666				252.17	
					504.34	504.34
2257	05/28/2020	GJ	PP 5/10-5/23 PD 5/28/20 PR #331	MARGON		
POSTED BY MARGON						
101-000-214.701	DUE TO PAYROLL - GENERAL				109,636.80	
101-000-001.111	CASH					109,636.80
104-000-214.701	DUE TO PAYROLL - LCSW				1,840.81	
104-000-001.111	CASH					1,840.81
201-000-214.701	DUE TO PAYROLL - MVH				9,872.92	
201-000-001.111	CASH					9,872.92
404-000-214.701	DUE TO PAYROLL - RDC				511.56	
404-000-001.111	CASH					511.56
630-000-214.701	DUE TO PAYROLL - WASTE WATER				27,175.71	
630-000-001.111	CASH					27,175.71
640-000-214.701	DUE TO PAYROLL - WATER				11,350.37	
640-000-001.111	CASH					11,350.37
650-000-214.701	DUE TO PAYROLL - STORM				9,806.75	
650-000-001.111	CASH					9,806.75
701-000-001.111	CASH - GENERAL FUND				121,862.09	
701-000-084.101	DUE FROM GENERAL					109,636.80
701-000-084.104	DUE FROM LCSW					1,840.81
701-000-084.201	DUE FROM MVH					9,872.92
701-000-084.404	DUE FROM REDEVELOPMENT					511.56
701-000-001.111	CASH - WASTE WATER				27,175.71	
701-000-084.630	DUE FROM WASTE WATER OPERATING					27,175.71
701-000-001.111	CASH - WATER				11,350.37	
701-000-084.640	DUE FROM WATER UTILITY OPERATING					11,350.37

Journal Number GL Number	Date Description	JNL	Description	User	DR	CR
701-000-001.111	CASH - STORM			9,806.75		
701-000-084.650	DUE FROM STORM OPERATING					9,806.75
				340,389.84		340,389.84
2259	05/29/2020	GJ	TO REVERSE MANUAL JOURNAL ENTRY: 2258	JENNIFERS		
POSTED BY JENNIFERS						
101-000-001.111	CASH					4,343.67
101-000-630.000	PROPERTY RENTALS & PILT			4,343.67		
630-000-001.111	CASH			4,343.67		
630-001-371.000	WW - OFFICE RENT					4,343.67
411-000-001.111	CASH					18,528.63
411-000-928.000	RDC BOND - TRANSFER FROM TIF			18,528.63		
804-000-001.111	CASH			18,528.63		
804-001-500.000	TIF - TRANSFERS TO DEBT					18,528.63
805-000-001.111	CASH					16,700.00
805-000-901.000	2013 RDA - DEBT TRANSFER			16,700.00		
804-000-001.111	CASH			16,700.00		
804-001-500.000	TIF - TRANSFERS TO DEBT					16,700.00
633-000-001.111	CASH					12,402.15
633-000-929.000	WWTP IN LIEU OF LOWELL PMTS			12,402.15		
630-000-001.111	CASH			12,402.15		
630-001-501.000	WW - TRANSFERS - WWTP/DEPR					12,402.15
633-000-001.111	CASH					44,136.00
633-000-928.000	WWTP SPECIAL TRANSFERS FROM OPER			44,136.00		
630-000-001.111	CASH			44,136.00		
630-001-501.000	WW - TRANSFERS - WWTP/DEPR					44,136.00
632-000-001.111	CASH					1,500.00
632-000-928.000	WW DEPR TRANSFERS FROM OPER			1,500.00		
630-000-001.111	CASH			1,500.00		
630-001-501.000	WW - TRANSFERS - WWTP/DEPR					1,500.00
648-000-001.111	CASH					6,451.67
648-000-928.000	WTR BOND TRANS FROM OPERATING			6,451.67		
640-000-001.111	CASH			6,451.67		
640-001-500.000	WTR - TRANSFERS-DEBT					6,451.67
627-000-001.111	CASH					38,566.67
627-000-921.999	WW SINKING - BOND TRANSFER			38,566.67		
630-000-001.111	CASH			38,566.67		
630-001-500.000	WW - TRANSFERS-DEBT SERV					38,566.67
303-000-001.111	CASH					9,099.55
303-000-928.000	TRANSFERS FROM CREDIT #111			9,099.55		
111-000-001.111	CASH			9,099.55		
111-001-500.000	CREDIT - 2015 ROAD BOND					9,099.55
				303,456.68		303,456.68
2260	05/29/2020	GJ	MAY MONTHLY DEBT TRANSFERS	JENNIFERS		
POSTED BY JENNIFERS						
Notes: MONTHLY TRANSFERS BETWEEN FUNDS FOR DEBT SERVICE AND RENTAL PAYMENTS. PER LWG STORM DEBT SERVICE FUNDS ARE OVERFUNDED AND NO TRANSFER IS NECESSARY FOR THIS MONTH. UPDATED MONTHLY CREDIT TRANSFERS DUE TO OVERFUNDING. SEE ATTACHMENTS.						
101-000-001.111	CASH			4,343.67		
101-000-630.000	PROPERTY RENTALS & PILT					4,343.67
630-000-001.111	CASH					4,343.67
630-001-371.000	WW - OFFICE RENT			4,343.67		
411-000-001.111	CASH			18,528.63		
411-000-928.000	RDC BOND - TRANSFER FROM TIF					18,528.63
804-000-001.111	CASH					18,528.63
804-001-500.000	TIF - TRANSFERS TO DEBT			18,528.63		
805-000-001.111	CASH			16,700.00		
805-000-901.000	2013 RDA - DEBT TRANSFER					16,700.00
804-000-001.111	CASH					16,700.00
804-001-500.000	TIF - TRANSFERS TO DEBT			16,700.00		
633-000-001.111	CASH			12,402.15		
633-000-929.000	WWTP IN LIEU OF LOWELL PMTS					12,402.15
630-000-001.111	CASH					12,402.15
630-001-501.000	WW - TRANSFERS - WWTP/DEPR			12,402.15		
633-000-001.111	CASH			44,136.00		
633-000-928.000	WWTP SPECIAL TRANSFERS FROM OPER					44,136.00
630-000-001.111	CASH					44,136.00
630-001-501.000	WW - TRANSFERS - WWTP/DEPR			44,136.00		
632-000-001.111	CASH			1,500.00		
632-000-928.000	WW DEPR TRANSFERS FROM OPER					1,500.00
630-000-001.111	CASH					1,500.00
630-001-501.000	WW - TRANSFERS - WWTP/DEPR			1,500.00		
648-000-001.111	CASH			6,451.67		

Journal Number GL Number	Date Description	JNL	Description	User DR	CR
648-000-928.000	WTR BOND TRANS FROM OPERATING				6,451.67
640-000-001.111	CASH				6,451.67
640-001-500.000	WTR - TRANSFERS-DEBT			6,451.67	
627-000-001.111	CASH			38,566.67	
627-000-921.999	WW SINKING - BOND TRANSFER				38,566.67
630-000-001.111	CASH				38,566.67
630-001-500.000	WW - TRANSFERS-DEBT SERV			38,566.67	
303-000-001.111	CASH			9,099.55	
303-000-928.000	TRANSFERS FROM CEDIT #111				9,099.55
111-000-001.111	CASH				9,099.55
111-001-500.000	CEDIT - 2015 ROAD BOND			9,099.55	
				303,456.68	303,456.68
			Total:	1,366,038.62	1,368,471.81

2020 Tag Days Schedule

Organization	Tag Day	Rain Date	Request Received Date	Proof of Insurance
	04/04/20	04/11/20		
*American Legion Auxiliary #261	04/18/20	04/25/20	01/22/20	01/22/20
	05/02/20	05/09/20		
*VIPS	05/16/20	05/23/20	01/15/20	N/A
Hanover Central Varsity Pom Cats	05/30/20	06/06/20	02/12/20	02/12/20
*Cedar Lake Lions Club	06/13/20	06/20/20	01/08/20	01/08/20
Cache Creek Rescue	06/27/20	none	06/09/20	06/09/20
Cedar Lake Girls Softball	07/11/20	07/18/20	01/22/20	01/22/20
VIPS	07/25/20	08/01/20	01/15/20	N/A
Cedar Lake Lions Club	08/08/20	08/15/20	06/09/20	01/08/20
Hanover Central Junior Varsity Dance Team	08/22/20	08/29/20	02/12/20	02/12/20
	09/05/20	09/12/20		
American Legion Auxiliary #261	09/19/20	09/26/20	01/22/20	01/22/20
	10/03/20	10/10/20		
	10/17/20	10/24/20		

*Cancelled due to COVID/Restrictions

Town of Cedar Lake Office of the Town
Administrator 7408 Constitution Ave – PO Box 707 –
Cedar Lake, IN 46303 Tel (219) 374-7400 – Fax (219)
374-8588

TAG DAY REQUEST – APPLICATION FORM

Name of Organization: Cache Creek Rescue

Address: 10255 Wicker Avenue, St. John, Indiana 46373

Phone: 219-365-7426

Fax: N/A

Contact
Person:

Name: Ernest Uram Email: ernesternest@comcast.com Phone: 219-765-3789

Date of Tag Day Request (do not request a rain
date):

1st Choice: June 27th

2nd Choice: August 8th

Explain Nature of Tag Day: Donations that we collect will go help pay for vet bills,
cleaning supplies, and rescuing other animals.

List Locations of Tag Day: Parrish and 133rd

On a separate sheet of paper, list the individuals participating in the activity on behalf of the organization.
All solicitation activities permitted are to start no earlier than 8:00 am and finish in four (4) consecutive
hours. All solicitation activities will be completed by 1:00 pm on the approved day, regardless of the time
of commencement.

**PROOF OF INSURANCE MUST BE SUBMITTED WITH
THIS REQUEST. INCOMPLETE REQUESTS WILL BE
RETURNED.**



Signature of Contact Person Date

**FOR OFFICE USE
ONLY**

Date 6/9/20 - 9:30 AM Received: _____ Approximate Time:
(Name/Title): Sarah Ritschmann / Admin Asst. Received by
Approved by Town Council: _____ Date
Date Contact Person Notified of Approval: _____ Notified via (circle one): Email -
Phone - Letter

From: Jim Braner [mailto:jbraner@comcast.net]
Sent: Tuesday, June 09, 2020 9:34 AM
To: Sarah Rutschmann <sarah.rutschmann@cedarlakein.org>
Subject: RE: Cedar Lake Lions Club

If possible I would like to move the date to 08/08/2020 with a rain date of 08/15/2020. If not possible please let me know.

Thank you for all the trouble.

Jim Braner
Cedar Lake Lions Club

From: Jim Braner [mailto:jbraner@comcast.net]
Sent: Monday, June 08, 2020 2:40 PM
To: Sarah Rutschmann <sarah.rutschmann@cedarlakein.org>
Subject: Cedar Lake Lions Club

Sarah

Our tag day is scheduled for this Saturday and I don't think we are going to hold it. Do you know if there are any dates later in the year that would be available?

Thank you

Jim Braner

Cedar Lake Lions Club

219-730-6099

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO.: 1353

AN ORDINANCE ESTABLISHING A BOARD OF SAFETY FOR THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, REPEALING ALL ORDINANCES AND TOWN CODE PROVISIONS, OR PORTIONS THEREOF, IN CONFLICT HERewith, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town of Cedar Lake, Lake County, Indiana (hereinafter, the “Town”), is a unit of local government in Lake County, Indiana, duly organized as a Town under the applicable provisions of Indiana law; and

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, (hereinafter, the “Town Council”), is the duly elected legislative body of the Town; and

WHEREAS, the Town Council has heretofore, by its previous legislative body namesake, the Town Board of Trustees, provided for law enforcement services to protect the residents and citizens of the Town through a statutorily established Metropolitan Police Department under the oversight and jurisdiction of the Town Board of Metropolitan Police Commissioners; and

WHEREAS, the present Town Council has been informed and advised that the Town has maintained and utilized a Board of Metropolitan Police Commissioners for the purposes of applicable Indiana law set forth at I.C. §36-8-9-1, et seq., as amended, pertaining to the Town Metropolitan Police Department throughout the time period of the existence of the Town to the present; and

WHEREAS, the Town Council has been informed and advised that a Board of Metropolitan Police Commissioners may be comprised of either three (3) or five (5) Members, as deemed appropriate by the Town Council, provided that establishment of the number of Members of the Town Board of Metropolitan Police Commissioners is by proper legislative actions of the Town Council as required by the provisions of I.C. §36-8-9, et seq.; that the Town Council, and its predecessor Town Board of Trustees, have complied with the then and current legal requirements and actions required for establishment of the number of appointees to the Town Board of Metropolitan Police Commissioners; and

WHEREAS, the Town Council is aware that pursuant to the most current legislative actions of the Town, there are three (3) appointed Members to the Town Board of Metropolitan Police Commissioners at the present time; and

WHEREAS, the Town Council is aware that there may be five (5) Members appointed to the Town Board of Metropolitan Police Commissioners, and that the increase in appointment Memberships from three (3) Members to five (5) Members may be made by enabling Ordinance and legislative action; and

WHEREAS, the Town Council has been informed and advised that the Town Board of Metropolitan Police Commissioners is vested by the provisions of I.C. §36-8-9, et seq., as amended, with the policymaking and management oversight of the Town Metropolitan Police Department and appointed Chief of Police, who is duly appointed and delegated to administer such policies and management oversight of the Town Metropolitan Police Department; and

WHEREAS, the Town Council has been informed and advised that historically, from the time of incorporation of the Town in 1968, until 2014, the Town provided firefighting and all related emergency medical services to its citizens and residents through contractual relations with the Cedar Lake Volunteer Fire Department entity; in 2014, the Cedar Lake Volunteer Fire Department entity merged its service function, property, and assets into Town government, becoming from that time to the present, the Town of Cedar Lake Municipal Fire Department, and as such, was and is to this day, a Town Government Department enabling the Town to continue providing requisite firefighting, medical, and emergency related services, including Ambulance, to its citizens and residents; and

WHEREAS, the Town Council funded, in its requisite budget actions, and as circumstances demanded, the functions, equipment, and personnel of the Town Municipal Fire Department to provide both fire and emergency medical service-related expanded and improved services to the residents and citizens of the Town under the direction and supervision of a full-time Fire Chief; and

WHEREAS, the Town Council has reviewed and considered the circumstances of firefighting and emergency medical services provided to the citizens and residents of the Town, and as a consequence, has concluded that policymaking oversight and management of such services in the same manner as such policymaking and management oversight is provided to the Town Metropolitan Police Department by the Town Board of Metropolitan Police Commissioners is appropriate; and

WHEREAS, the Town Council presently retains and is responsible for the policymaking and management oversight of the Town Municipal Fire Department, including firefighting and emergency medical service functions therein; and

WHEREAS, the Town Council now seeks to establish a Board of Safety to consolidate the functions and responsibilities of the Board of Metropolitan Police Commissioners with those of the Town Council related to the Town Municipal Fire Department, including firefighting and emergency medical service functions; and

WHEREAS, the Town Council has been informed and advised that applicable State law provides that the Board of Metropolitan Police Commissioners in a Town is considered the Board of Safety, and is required to carry out and fulfill the statutory duties imposed by the applicable provisions of the Indiana Code, as amended from time to time, related to the Town Board of Metropolitan Police Commissioners; it is the intention of the Town Council that the Board of Metropolitan Police Commissioners, as the Board of Safety, shall carry out the statutory duties imposed by the applicable Indiana Code provisions for the Town Metropolitan Police Commission,

as amended from time to time, as well as to carry out the additional duties and responsibilities imposed and established by this enabling Ordinance; and

WHEREAS, the Town Council has been informed and advised that the Town Board of Metropolitan Police Commissioners is to be considered the Board of Safety, with the use hereinafter of the word and phrase "Board of Safety" to mean at all times the Board of Metropolitan Police Commissioners; and

WHEREAS, the Town Council has determined that the powers, duties, and responsibilities established hereby which are not authorized by specific applicable State law, are established by the applicable provisions of the Indiana Home Rule Law, as provided for at I.C. §36-1-3, et seq., as amended; and

WHEREAS, the Town Council, having considered all circumstances related to its Metropolitan Police Department under the policymaking and management oversight of the Town Board of Metropolitan Police Commissioners, as well as the functions and responsibilities of the Town Municipal Fire Department, which is effectively and constructively under the policymaking and management oversight of the Town Council, which through its Administrative Staff, has concluded and determined that it is appropriate, advisable, and in the best interests of the residents of the Town of Cedar Lake, Lake County, Indiana, to establish and provide for a Board of Safety, subject to applicable law, for the policymaking and oversight of both functions of the Emergency Services Departments of the Town, namely, the Town Metropolitan Police Department and the Town Municipal Fire Department.

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

SECTION ONE: That subject to the provisions set forth herein, there is hereby established a Board of Safety for the Town of Cedar Lake, Lake County, Indiana.

SECTION TWO: That all provisions now or hereafter provided by applicable State law, as amended from time to time, for the Appointment, Term, Oath and Bond of a Commissioner of the Board of Metropolitan Police Commissioners of the Town of Cedar Lake, shall apply to the Appointment, Term, Oath and Bond of a Commissioner of the Board of Safety of the Town of Cedar Lake (hereinafter referred to as the "Board of Safety"). Hereafter, the Board of Metropolitan Police Commissioners shall act as the Board of Safety for the Town of Cedar Lake.

SECTION THREE: The Commissioners of the Board of Safety shall have every power and shall comply with every responsibility in the policymaking and management oversight of the operation, management and control of the Town of Cedar Lake Departments of Police and Fire, including Emergency Medical Services conducted by the Town Municipal Fire Department, as is now, or may hereafter in the future be provided, under applicable State law, as amended from time to time.

SECTION FOUR: Each Commissioner of the Board of Safety, in appointing, disciplining or dismissing a member of any Department under its control shall do so without regard

to the political affiliation of the person, and without regard to any other cause or reason other than fitness or unfitness of the person, under applicable rules, regulations, policies and procedures of each Department.

SECTION FIVE: The Board of Safety shall consist of five (5) appointed Commissioners. Each shall be appointed in accordance with applicable State law, as amended from time to time. The Town Council shall appoint each Commissioner. A designated Town Administrator shall receive notice of and have the right to attend all meetings, including Regular, Special, and Executive, and shall be allowed to participate in discussions at all such meetings, and shall be allowed to submit reports and writings to the Commissioners; but in no event shall the designated Town Administrator, in the liaison capacity, have any right to vote or have any other right, power or duty reserved to a Commissioner.

Two (2) Commissioners shall be initially appointed for one (1) year terms. Two (2) Commissioners shall be initially appointed for two (2) year terms. One (1) Commissioner shall be initially appointed for a three (3) year term. Each term thereafter shall be for three (3) years. The Term of each Commissioner expires on January 1st of the third year after the appointment of the Commissioner. The appointments of the current members of the Town Board of Metropolitan Police Commissioners are ratified as to said appointments and term(s) of appointment for each.

SECTION SIX: Each Commissioner of the Board of Safety is subject to removal for any cause deemed sufficient by the Town Council.

SECTION SEVEN: A majority of the appointed and acting Board of Safety shall constitute a quorum. The Board of Safety shall adopt rules concerning the time of holding regular and special meetings and of giving notices of them in accordance with applicable State law, as amended from time to time. The Board of Safety shall elect one (1) of its Commissioners as Chairperson, one (1) as Vice-Chairperson, and one (1) as Secretary, and each Commissioner shall hold the position as long as prescribed by the rules of the Board of Safety. The Board shall record its proceedings in accordance with applicable State law, as amended from time to time, and same shall be considered public records to be filed and maintained in the Office of the Town Clerk-Treasurer.

SECTION EIGHT: The Commissioners of the Board of Safety may act only as a Board. No individual member may bind the Board of Safety or the Town except through a Resolution entered in the records of the Board of Safety authorizing such Commissioner to act in its behalf as its authorized agent for the purpose set forth therein, and no individual member can otherwise act unilaterally.

SECTION NINE: The Commissioners of the Board of Safety may appoint, subject to qualifications for employment determined by the Board of Safety, and approved by the Town Council, the following:

1. The Members, and other employees of the Town Metropolitan Police Department; and
2. The Members, and other employees of the Town Municipal Fire Department.

SECTION TEN: The annual compensation of all Members and Employees of the Town Police and Fire Departments, and other appointees, shall be fixed by the Town's Annual Salary Ordinance.

SECTION ELEVEN: The Board of Safety shall have authority over all matters and property relating to the following:

1. Police Department; and
2. Fire Department, including Ambulance and emergency medical service operations.

Subject to the budget and appropriation of the Town Council, the Board of Safety may recommend salaries and wages to the Town Council and may purchase the equipment and supplies and make the repairs needed for each of the Departments therein.

SECTION TWELVE: The Board of Safety shall adopt rules for the governance and discipline of the Members and other Town Employees of the Town Metropolitan Police Department and Members and other Town Employees of the Town Municipal Fire Department, including the Emergency Medical Services Employees and Members, subject to conformance with applicable State law.

SECTION THIRTEEN: The Board of Safety may adopt General and Special Orders to the Town Metropolitan Police Department and the Town Municipal Fire Department, which Orders shall be carried out through the Chief of chain of command authorized Administrator(s).

SECTION FOURTEEN: The Police Chief shall have exclusive control of the Town Metropolitan Police Department, and the Fire Chief shall have exclusive control of the Town Municipal Fire Department, each subject to the promulgated Rules and Orders of the Board of Safety, as amended from time to time. In time of the operation of a Disaster Plan of the Town of Cedar Lake, the Police Chief and the Fire Chief, for the time of said declared Disaster, are subordinate to the President of the Town Council, or the person or persons designated by the Town Council, and said Chiefs shall obey the Orders and directions given by the President of the Town Council, or said designated person or persons, consistent with said current Disaster Plan of the Town.

SECTION FIFTEEN:

A. Except as provided in Subsection L below, a Member of the Town Metropolitan Police Department holds office or grade until he or she is dismissed by the Board of Safety. Except as provided in Subsection M hereinafter, a Member may be disciplined by demotion, dismissal, reprimand, forfeiture, or suspension upon either:

1. Conviction in any court of a crime; or
2. A finding and decision of the Board of Safety that the Member has been or is guilty of:
 - (a) Neglect of duty;
 - (b) A violation of rules;

- (c) Neglect or disobedience of an order;
- (d) Incapacity;
- (e) Absence without leave;
- (f) Immoral conduct;
- (g) Conduct injurious to the public peace or welfare;
- (h) Conduct unbecoming of an officer; or
- (i) Another breach of discipline.

The Board of Safety may not consider the political affiliation of the Member in making a decision under this **SECTION**. If a Member is suspended or placed on administrative leave under this Subsection, the Member is entitled to the Member's allowances for insurance benefits to which the Member was entitled before being suspended or placed on administrative leave. In addition, the Town may provide the Member's allowances for any other fringe benefits to which the Member was entitled before being suspended or placed on administrative leave.

B. Before a Member of the Metropolitan Police Department may be suspended in excess of five (5) days without pay, demoted, or dismissed, the Board of Safety shall offer the member an opportunity for a hearing. If a Member seeks a hearing, a Member must request the hearing not more than five (5) days after receiving the notice of the suspension, demotion, or dismissal. Written notice shall be given either by service upon the member in person or by a copy left at the Member's last and usual place of residence at least fourteen (14) days before the date set for hearing. The hearing conducted under this Subsection shall be held not more than thirty (30) days after the hearing is requested by the Member unless a later date is mutually agreed upon by the parties. The notice must state:

1. The date, time and place of hearing;
2. The charges against the Member;
3. The specific conduct that comprises the charges;
4. That the Member is entitled to be represented by counsel;
5. That the Member is entitled to call and cross-examine witnesses;
6. That the Member is entitled to require the production of evidence; and
7. That the Member is entitled to have subpoenas issued, served, and executed in Lake County, Indiana.

A disciplinary hearing concerning a Member of the Town Metropolitan Police Department shall be conducted in the manner prescribed by the rules adopted by the Board of Safety, which rules shall provide for an appropriate appeal procedure.

C. Upon an investigation into the conduct of a Member of the Town Metropolitan Police Department, or upon the trial of a charge preferred against a Member of the Metropolitan Police Department, the Board of Safety may compel the attendance of witnesses, examine them under oath, and require the production of books, papers, and other evidence at a meeting of the Board. For this purpose, the Board of Safety may issue subpoenas and have them served and executed in any part of Lake County, Indiana. If a witness refuses to testify or to produce books or papers in his or her possession or under his or her control, the provisions of I.C. §36-4-6-21, as

amended from time to time, control, to the extent applicable. The proper court may compel compliance with an Order by attachment, commitment, or other punishment.

D. The reasons for the suspension, demotion, or dismissal of a Member of the Town Metropolitan Police Department shall be entered as specific findings of fact upon the records of the Board of Safety. A Member who is suspended for a period exceeding five (5) days, demoted, or dismissed may appeal the decision to the Circuit or Superior Courts of Lake County, Indiana. However, a Member may not appeal any other decision.

E. An appeal under this SECTION must be taken by filing in Court, within thirty (30) days after the date the decision is rendered, a verified complaint stating in concise manner the general nature of the charges against the member, the decision of the Board of Safety, and a demand for the relief asserted by the Member. A Bond must also be filed that guarantees the appeal will be prosecuted to a final determination and that the plaintiff will pay all costs adjudged against the plaintiff. The Bond must be approved as bonds for costs are approved in other cases. The Town must be named as the sole defendant, and the plaintiff shall have a summons issued as in other cases against the Town. Neither the Board of Safety, nor the Commissioners of it, may be made parties defendant to the complaint, but all are obligated by service upon the Town and any judgment rendered by the Court.

F. In an appeal under Subsection E, no pleading is required by the Town to the complaint, but the allegations are considered denied. The Town may file a motion to dismiss the appeal for failure to perfect it within the time and in the manner required by this Section. If more than one (1) person was included in the same charges and in the same decision of dismissal by the Board of Safety, then one (1) or more of the persons may join as plaintiffs in the same complaint, but only the persons that appeal from the decision are affected by it. The decision of the Board of Safety is final and conclusive upon all persons not appealing. The decision appealed from is not stayed or affected pending the final determination of the appeal but remains in effect unless modified or reversed by the final judgment of the Court.

G. A decision of the Board of Safety is considered prima facie correct, and the burden of proof is on the party appealing. All appeals shall be tried by the Court. The appeal shall be heard de novo only upon any new issues related to the charges upon which the decision of the Board of Safety was made. The charges are considered to be denied by the accused person. Within ten (10) days after service of summons, the Board of Safety shall file in court a complete transcript of all papers, entries and other parts of the record relating to the case. Inspection of these documents by the person affected, or by the person's agent, must be permitted by the Board of Safety before the appeal is filed, if requested. Each party may produce evidence relevant to the issues that it desires, and the Court shall review the record and decision of the Board of Safety upon appeal.

H. The Court shall make specific findings and state the conclusions of law upon which its decision is made. If the Court finds that the decision of the Board of Safety appealed from should in all things be affirmed, its judgment should state that, and judgment for costs shall be rendered against the party appealing. If the Court finds that the decision of the Board of Safety appealed from should not be affirmed in all things, then the Court shall make a general finding,

setting out sufficient facts to show the nature of the proceeding and the Court's decision on it. The Court shall either:

1. Reverse the decision of the Board of Safety; or
2. Order the decision of the Board of Safety to be modified.

I. The final judgment of the Court may be appealed by either party. Upon the final disposition of the appeal by the courts, the Clerk of the Court shall certify and file a copy of the final judgment of the Court to the Board of Safety, which shall conform its decisions and records to the Order and Judgement of the Court. If the decision is reversed or modified, then the Board of Safety shall pay to the party entitled to it any salary or wages withheld from the party pending the appeal and to which the party is entitled under the judgment of the Court.

J. Either party shall be allowed a change of venue from the Court or a Change of Judge in the same manner as such changes are allowed in civil cases. The Indiana Rules of Trial Procedure govern in all matters of procedure upon the appeal that are not otherwise provided for by this Section.

K. An appeal takes precedence over other pending litigation and shall be tried and determined by the Court as soon as practical.

L. Except as modified in I.C. §36-5-2-13, the Town Executive may reduce in grade any Member of the Metropolitan Police Department who holds an upper level policy making position. The reduction in grade may be made without adhering to the requirements of Subsections (a) through (k) above. However, a Member may not be reduced in grade to a rank below that which the Member held before the Member's appointment to the upper level policy making position.

M. If the Member is subject to criminal charges, the Board of Safety may place the Member on administrative leave until the disposition of the criminal charges in the trial court. Any other action by the Board of Safety is stayed until the disposition of the criminal charges in the trial Court. An administrative leave under this Subsection may be with or without pay, as determined by the Board of Safety. If the Member is placed on leave without pay, the Board of Safety, in its discretion, may award back pay if the Member is exonerated in the criminal matter.

SECTION SIXTEEN:

A. Except as provided in Subsection L of SECTION FIFTEEN herein, a Member of the Town Municipal Fire Department holds office or grade until he/she is dismissed or demoted by the Board of Safety. A Member may be disciplined by demotion, dismissal, reprimand, forfeiture, or suspension for causes set forth in rules adopted by the Board of Safety, which rules are served upon the Members of the Town Municipal Fire Department. Until such rules are made and served, the causes and procedures shall be the same as those provided for Members of the Town Metropolitan Police Department.

B. Before a Member of the Metropolitan Fire Department is suspended in excess of five (5) days without pay, demoted, or dismissed, the Board of Safety shall offer the Member an

opportunity for a hearing. For purposes of this **SECTION SIXTEEN** and these disciplinary provisions, the Board of Safety is the Town Council, as Town Legislative Body, which is the appropriate appointing authority of the Town. If a Member seeks a hearing, the Member must request the hearing not more than five (5) days after the notice of the suspension, demotion, or dismissal. Written notice shall be given either by service upon the Member in person or by a copy left at the Member's last and usual place of residence at least fourteen (14) days before the date set for the hearing. The hearing conducted under this SECTION shall be held not more than thirty (30) days after the hearing is requested by the Member unless a later date is mutually agreed upon by the parties. The notice must state:

1. The date, time, and place of the hearing;
2. The charges against the Member;
3. The specific conduct that comprises and charges;
4. That the Member is entitled to be represented by counsel;
5. That the Member is entitled to call and cross-examine witnesses;
6. That the Member is entitled to require the production of evidence; and
7. That the Member is entitled to have subpoenas issued, served, and executed in Lake County, Indiana.

In a disciplinary hearing concerning a Member of the Town Municipal Fire Department, such hearing shall be conducted in the manner prescribed by the rules adopted by the Board of Safety, which rules shall provide for an appropriate appeal procedure.

SECTION SEVENTEEN: In addition to the disciplinary powers of the Board of Safety, the Chief of the Town Metropolitan Police Department or the Chief of the Town Municipal Fire Department, may, without a hearing, reprimand or suspend without pay a member, for a maximum of five (5) working days. For the purposes of this **SECTION**, eight (8) hours of paid time constitutes one (1) working day. If a Chief reprimands a Member in writing or suspends a Member, the Chief shall, without forty-eight (48) hours notify the Board of Safety in writing of the action and the reasons for the action. A Member who is reprimanded in writing or suspended under this **SECTION** may, within forty-eight (48) hours after receiving notice of the reprimand or suspension, request in writing that the Board of Safety review the reprimand or suspension and either uphold or reverse the Chief's decision. At its discretion, the Board of Safety may hold a hearing during this review. If the Board of Safety holds a hearing, written notice must be given either by service upon the Member in person or by a copy left at the Member's last and usual place of residence at least fourteen (14) days before the date set for the hearing. The notice must contain the information listed under **SECTION SIXTEEN** of this Ordinance. If the decision is reversed, the Member who was suspended is entitled to any wages withheld as a result of the suspension.

SECTION EIGHTEEN: **SECTIONS** of this Ordinance shall not apply to the extent that they are different from or inconsistent with the provisions established by State law, as amended from time to time, for the appointment, promotion, demotion and dismissal of Members of a Metropolitan Police Department. **SECTIONS** of this Ordinance shall apply to the extent that they are not different from or inconsistent with the provisions established by State law, as amended from time to time, for the appointment, promotion, demotion and dismissal of Members of the Town Municipal Fire Department.

SECTION NINETEEN: The Board of Safety may detail Members from the Town Metropolitan Police Department for the use of any other Department of Town government of the Town of Cedar Lake as is deemed appropriate by the Board of Safety.

SECTION TWENTY: The Board of Safety may employ civilian, technical or clerical personnel to work with the Town Metropolitan Police Department or with the Town Municipal Fire Department as civilian radio operators, radio technicians, chemical technicians, and laboratory technicians and other civilian technical personnel and clerical personnel which are required. The salaries to be paid to the civilian, technical, and clerical personnel shall be fixed by the annual Town Salary Ordinance, and subject to the budget and appropriation approval of the Town Council. The civilian, technical and clerical personnel are not eligible to be Members of any Police or Fire Pension Fund.

SECTION TWENTY-ONE: The salary of the Commissioners shall be fixed from time to time by the Town Council and payable out of the General Fund of the Town under the provisions of the annual Town Salary Ordinance.

SECTION TWENTY-TWO: The Board of Safety, Police Chief and Fire Chief may administer oaths to a person summoned in a proceeding authorized by this Ordinance, or by applicable State law, as amended from time to time, and may take depositions under the rules and orders of the Board of Safety.

SECTION TWENTY-THREE: That all existing Town Code Sections and Ordinances, or parts thereof, in conflict with the provisions of this Establishment Ordinance, are hereby deemed null, void, and of no legal effect, and are specifically repealed.

SECTION TWENTY-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 TWENTY-FIVE: 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
_____, 2020.

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

Randell C. Niemeyer, President

Julie A. Rivera, Vice-President

Robert H. Carnahan

John C. Foreman

Colleen Schieben

Ralph Miller

Richard Sharpe

ATTEST:

Jennifer N. Sandberg, IAMC,
Clerk-Treasurer

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO.: 1354

AN ORDINANCE AMENDING CEDAR LAKE TOWN CODE TITLE IX, CHAPTER 93, ENTITLED "NUISANCES", AND SPECIFICALLY SECTIONS 93.20 THROUGH 93.28, ENTITLED "WEEDS AND ENVIRONMENTAL NUISANCE REGULATIONS", TO COMPLY WITH CURRENT INDIANA STATE LAW PROVISIONS REGARDING THE SAME, REPEALING ALL ORDINANCES AND TOWN CODE SECTIONS, OR PARTS THEREOF, IN CONFLICT HERewith, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Council"), has reviewed existing Town rules and regulations for removal of weeds, noxious growth, rank vegetation, and other environmental nuisances on real properties within the Town; and

WHEREAS, the Town Council has reviewed the current provisions of the Indiana Code pertaining to the regulations for removal of weeds, noxious growth, rank vegetation, and other environmental nuisances on real properties within the Town by the Town; and

WHEREAS, the Town Council has determined that it is appropriate, necessary and advisable to update and enhance the Town regulations for control and removal of weeds, noxious growth, rank vegetation, and other environmental nuisances on real properties within the Town in order to protect and promote the public health, safety, comfort, morals, convenience, and general welfare and well-being of the residents and property owners of the Town; and

WHEREAS, the Town Council has further determined that it is appropriate, necessary and advisable to update and enhance the Town regulations for removal of weeds, noxious growth, rank vegetation, and other environmental nuisances on real properties within the Town, by updating the penalties for violation(s) thereof in the Town; and

WHEREAS, the Town Council has further determined that it is necessary and advisable to amend Title IX, Chapter 93, entitled "NUISANCES", and to specifically amend Sections 93.20 through 93.28, inclusive, regarding such matters, as such updated and enhanced Town rules and regulations, including penalties for violations thereof, are in the best interests of the residents and property owners of the Town, and will promote the public health, safety, comfort, morals, convenience, and general welfare and well-being of the residents and property owners of the Town.

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

SECTION ONE: That Sections 93.20 through 93.28, entitled "Weeds and Environmental Nuisance Regulations," of CHAPTER 93, entitled "NUISANCES," of TITLE IX, entitled "GENERAL REGULATIONS", of the Town Code, as amended from time to time, be, and the same are hereby amended and restated as set forth hereafter to comply with current Indiana statutory provisions for regulation of weeds, noxious growth, rank vegetation, other environmental nuisances, and actions and responses which the Town may take upon the determination of the existence of the same, namely:

"§ 93.20 TITLE.

This subchapter, and the regulations herein, shall be known as the "WEEDS, NOXIOUS GROWTH, RANK VEGETATION, AND OTHER ENVIRONMENTAL NUISANCE REGULATIONS" of the Town.

"§ 93.21 PURPOSE AND INTENT.

It is hereby declared to be the purpose and intent of this subchapter, and these regulations, to protect the public health, safety, comfort, morals, convenience, and general welfare and well-being of the residents of the Town, as well as to enhance the environment for the residents of the Town by declaring it illegal and unlawful to allow and permit weeds, noxious growth, rank vegetation, and any other environmental public nuisance to persist or exist.

"§ 93.22 DEFINITIONS.

For purpose of this subchapter and these regulations, as amended from time to time, the following definitions shall apply unless the context clearly indicates otherwise, or requires a different meaning, namely:

AUTHORIZED REPRESENTATIVE. The Town Official or Officials designated to make inspections of Complaints of weeds, noxious growth, rank vegetation and any other environmental public nuisance existing within the Town, including, but not limited to, the Building Commissioner, Code Enforcement,

Director of Operations, Police Department, Town Administrator, Town Manager and the Unsafe Building Administrator.

EXCLUDED PROPERTY. Land cultivated for gross profit in a business or agricultural zoning district; a natural or developed forest, which does not create a health or safety hazard, which conforms to Management Series No. 2 of the Indiana Department of Natural Resources or is registered, or adjoining landowners; vacant and open lands, fields or wooded areas more than one hundred fifty (150') feet from occupied property; land containing agricultural crops, such as hay and pasture. However, natural habitats or wildlife habitats in residential zoning district properties are not to be considered excluded property, and will constitute a violation of this chapter, as amended from time to time.

GOVERNMENTAL PROPERTY. Real estate within the Town which is owned, leased, controlled or occupied by the United States, the State of Indiana, or any political subdivision thereof, excluding areas such as interior fields, riverbank properties and wooded lots which are maintained as natural sites by any such political entity.

INSPECTOR. An authorized representative of the Town, so designated, and having power to issue Ordinance violation notices and summons in order to enforce the provisions of this Chapter as amended from time to time.

NOTICE OF VIOLATION. The notice served by the authorized representative on the owner of the property where the violation exists.

OWNER. The term "OWNER" shall be presumed to be anyone (1) or more of the following:

- (1) The owner or owners in fee simple of a parcel of real estate, including the life tenant or tenants, if any; or
- (2) The record owner or owners as reflected by the most current records in the Auditor's Office of Lake County; or
- (3) The purchaser or purchasers of such real estate under any contract for the conditional sale thereof; or
- (4) The occupant or user of such real estate, whether or not a life tenant, record owner, or purchaser under any contract for conditional sale, who is occupying or using, in any manner, a parcel of real estate;

as of the date of the Violation Notice.

PRIVATE PROPERTY. All real estate within the Town except governmental property.

TOWN. The Town of Cedar Lake, Lake County, Indiana.

TRAFFIC HAZARD. Any weeds, noxious growth, rank vegetation and/or other environmental public nuisance that is potentially dangerous to the existing traffic at the intersection in question, as it may block or prohibit the view of any oncoming traffic.

WEEDS, NOXIOUS GROWTH, RANK VEGETATION AND OTHER ENVIRONMENTAL PUBLIC NUISANCE.

- (1) Any growth of weeds, grass or other rank vegetation on private or governmental property which is neglected, disregarded or not cut, mown, or otherwise removed and/or which has attained a height of nine (9") inches or more.
- (2) Any accumulation of dead weeds, grass or brush on private or governmental property.
- (3) Any poison ivy, ragweed or other poisonous plant, or plants detrimental to health, growing on any private or governmental property.
- (4) Property which has been allowed to become a health or safety hazard, or which has accumulated litter or waste products, unless specifically authorized under existing laws and regulations.
- (5) The feeding of wild or domestic waterfowl by any person or persons on or near Cedar Lake.

§ 93.23 APPLICATION OF REGULATIONS.

- (A) Each department or agency of the United States, the State, the Town, or any other political subdivision thereof, shall be required to keep governmental property free from environmental public nuisance.
- (B) Each owner of private property shall be required to keep that private property free from environmental public nuisances.
- (C) All persons shall be prohibited from feeding any and all wild or domestic waterfowl on or near Cedar Lake, at any time.

§ 93.24 PROHIBITED ACTIVITY.

It shall be unlawful for any owner of private property or governmental property in the Town to allow, permit, or maintain any weeds, noxious growth, rank

vegetation and/or other environmental public nuisance on that real property, except on excluded property.”

“§ 93.25 DETERMINATION OF VIOLATION.

(A) Complaint. Violations of this Chapter and these regulations, as amended from time to time, shall be cited by any authorized representative of the Town which receives a Complaint regarding weeds, noxious growth, rank vegetation, or any other environmental public nuisance on any property within the Town.

(B) Assignment of Complaint. A Complaint shall be forwarded to the duly designated Inspector for processing and inspection, who shall follow that Complaint case through to its resolution or compliance disposition.

(C) Notice to Abate. Upon receipt of a Complaint that weeds, noxious growth, rank vegetation, or other environmental public nuisance exists in violation of this Chapter, the Inspector shall make an inspection and upon confirmation of the same, shall cause written Notice to be issued to the property owner by first class mail or an equivalent service permitted under I.C. § 1-1-7-1, to:

- (1) the owner of record of real property with a single owner; or
- (2) at least one (1) of the owners of real property with multiple owners;

at the last address of the owner for the property as indicated in the records of the Auditor’s Office of Lake County on the date of the notice.

(D) Contents of Notice. The Notice to Abate shall contain the following information:

- (1) The address of the real property;
- (2) The date of the notice;
- (3) The address and the telephone number of the Planning and Building Department; and
- (4) A statement that the designated violation shall be removed from the property within five (5) calendar days after the mailing of the notice, or the owner must file an appeal. In the event that the Inspector finds a violation pursuant to such definition of “TRAFFIC HAZARD,” the Inspector shall have the authority to waive the five (5) day grace period and abate the

problem as soon as possible.

(E) Continuous abatement. If an initial notice of the violation of an Ordinance adopted under this Section was provided by certified mail, first class mail, or equivalent service under Subsection (c) above, a continuous abatement notice may be posted at the property at the time of abatement instead of by certified mail, first class mail, or equivalent service as required under Subsection (c) above. A continuous abatement notice serves as notice to the real property owner that each subsequent violation during the same year for which the initial notice of the violation was provided may be abated by the Town or its contractors.

“§ 93.26 ENFORCEMENT.

(A) Inspection. Following the expiration of the notice to abate, an Inspector shall visually inspect the property to determine whether weeds, noxious growth, rank vegetation and/or an environmental public nuisance exists. In the event that the weeds, noxious growth, rank vegetation and/or an environmental public nuisance still exists, action shall be taken to abate said condition in accordance with the provisions of this Section and these regulations, as amended from time to time.

(B) Citation for violation. In the event that the Inspector finds that weeds, rank vegetation, and/or other environmental public nuisance exists on private property and has not been abated as directed in the written notice to abate, that Inspector may cause a citation for violation of Town Ordinance to be issued to the offending property owner.

(C) Feeding wild or domestic waterfowl. Where an Inspector or authorized representative of the Town investigates a Complaint of any person or persons feeding wild or domestic water fowl on Cedar Lake, or within five hundred (500') feet from the shoreline of Cedar Lake, or within five hundred (500') feet of any contributory wetland, creek, drain (mutual or regulated), or stream of the Cedar Lake watershed, the Inspector may issue either a warning notice or violation citation, as is warranted and/or deemed appropriate under the circumstances, to any person or persons who refuse to desist from feeding the wild or domestic water fowl, pursuant to the provisions of this Chapter.”

(D) Abatement by Town on private property. In addition to the issuance of a citation for violation of a Town Ordinance under division (A) above, the Inspector, in the name of the Town, may

issue a request to the Town to abate the weeds, rank vegetation and/or other environmental public nuisance. The actual abatement may be assigned to a Town department, or contracted out through standard procedures.

(E) Abatement by Town on governmental property. Where the Complaint involves governmental property, and it is determined by the Inspector that a violation exists and threatens the health and safety of the residents of the Town, the Inspector may direct the Town to immediately enter upon the premises and remove the violation.

(F) Abatement expense. Following abatement by the Town, the Inspector shall furnish the Town with a statement of the actual cost involved for the abatement of the violation, including the costs of removal, cutting or destruction of weeds, rank vegetation, and/or other environmental public nuisance as defined by this chapter, or the costs of trimming tree limbs or branches, as well as administrative costs, including, but not limited to, court costs, attorney's fees and the costs of sending or posting notices of violations. In the event that the enforcement authority uses municipal employees to perform the abatement, the Town shall set and assign an appropriate per hour rate for employees, equipment, supplies and chemicals that may be used.

(G) Responsibility for Abatement expense. The property Owner shall be responsible for all expenses related to abatement of the violation performed by the Town. Following receipt of the statement of actual cost involved for the abatement of the violation, the Town shall the statement to the Owner by first-class mail. The owner shall pay the amount noted to the Town within fourteen (14) days after receipt, which shall be deposited in the Town General Fund.

(H) In the event that the Owner fails to pay a Town bill or invoice issued under this chapter within fourteen (14) days, and has not filed an appeal, as provided for in Section 93.27 below, the Town shall certify to the Lake County Auditor the amount specified in the bill or invoice, plus all documented additional administrative costs incurred in the Certification. The Auditor shall place the total amount certified on the tax duplicate for the property affected, and the total amount, including any accrued interest, shall be collected as delinquent taxes are collected, and upon collection, shall be disbursed to the General Fund of the Town.

(I) The Town may also, at its discretion, bring an action in a Court of competent jurisdiction in a State Court in Lake County, Indiana, to collect the amount of the expense incurred in subsection (C), plus any additional costs incurred in the collection, including Court costs and reasonable attorney's fees. In the event that the Town obtains a judgment under this subsection, the Town may obtain a lien in the amount of the judgment on any real or personal property of the owner of record."

(J) Any violation of this Chapter is subject to the penalties as established by § 93.99 of the Town Code, as amended from time to time.

§ 93.27 PROPERTY OWNER'S RIGHT TO APPEAL.

(A) Upon receipt of a notice to abate bill for abatement, the property owner or occupant served, or his duly authorized representative, may notify the town of any objection to the notice to abate or bill. This correspondence shall be in writing to the Town Administrator, and shall specify the street address, legal description of real property involved, and reason for objection to the notice to abate or bill. Any such correspondence must be received by the town within the amount of time set out in the notice to abate or bill.

(B) Upon receipt of such correspondence, the inspector or authorized representative shall provide copies to the Town Administrator, who shall cause the objection to be investigated. No further action shall be pursued against that property owner or occupant to abate the environmental public nuisance or pay the bill for abatement until resolution of the objection thereto. The Town Administrator shall notify the landowner of the final decision on the objection, and the decision of the Town Administrator shall be final.

§ 93.28 ADOPTION OF STATE LAW BY REFERENCE.

It is the express intent of this subchapter and these regulations, as amended from time to time, to adopt the provisions of I.C. § 36-7-10.1-1 et seq., as amended from time to time.

SECTION TWO: That those Sections of Chapter 93, entitled "NUISANCES," of TITLE IX of the Town Code, from Section 93.20 through and including Section 93.28, as amended from time to time, which have not been amended or revoked by the terms and provisions of this Amendment to the Town Code, are hereby ratified and reaffirmed.

SECTION THREE: That all existing Town Code Sections and Ordinances, or parts thereof, in conflict with the provisions of this Ordinance, are hereby specifically repealed, and declared to be null, void, and of no legal effect.

SECTION FOUR: 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 FIVE: 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 publication in conformance with applicable law.

(Signature page follows.)

ALL OF WHICH IS PASSED AND ADOPTED THIS _____ DAY OF _____,
2020, BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY,
INDIANA.

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

Randell C. Niemeyer, President

Julie A. Rivera, Vice-President

Robert H. Carnahan, Member

John C. Foreman, Member

Colleen Schieben, Member

Ralph Miller, Member

Richard Sharpe, Member

ATTEST:

Jennifer N. Sandberg, IAMC
Clerk-Treasurer

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 Board of Zoning Appeals of the Town of Cedar Lake, Lake County, Indiana, by its duly designated Representative, CERTIFIES the application of **Cedar Lake Commercial, Owner, and Richard Daley, Petitioner**, for a **Special Use Variance** being sought from Zoning Ordinance No. 496, Title XIII: Community Business (B-2) Zoning District, for the property located at 12841 Wicker Avenue, Cedar Lake, IN 46303, Lake County, Indiana, and which is legally described as:

SW.1/4 SW.1/4 NW.1/4 S.21 T.34 R.9 (120x346.17ft) 0.95Ac

and certifies its **Unfavorable Recommendation** to the Town Council for the requested **Special Use Variance** to allow the Petitioner: to operate Auto Exchange a used auto dealer a B-3 use in a B-2 Zoning District based on the findings of facts specified, and the following specific findings, namely: 1) Petitioner did not attend the continued public hearing; 2) No correspondence was provided as identified in the record; and 3) Unapproved use of the property.

By a vote of **5** in favor and **0** against, upon motion duly made and seconded, at the conclusion of the public hearing in the public meeting held on June 11, 2020.

TOWN OF CEDAR LAKE,
LAKE COUNTY, INDIANA,
BOARD OF ZONING APPEALS

By: _____
Jeremy Kuiper - President

ATTEST:

Tammy Bilgri,
Recording Secretary

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 Board of Zoning Appeals of the Town of Cedar Lake, Lake County, Indiana, by its duly designated Representative, CERTIFIES the application of **Howard Skorka, Owner, and David & Amy Larson, Petitioners**, for a **Use Variance** being sought from Zoning Ordinance No. 496, Title XIV: General Business (B-3) Zoning District, for the property located at 9720 W. 133rd Avenue, Cedar Lake, IN 46303, Lake County, Indiana, and which is legally described as:

W.110FT. OF E.660FT OF W.180FT Ex. S.40ft OF SE1/4 S21 T.34 R.9 0.354AC

and certifies a **Favorable Recommendation** to the Town Council for the requested **Use Variance** to allow the Petitioners: David & Amy Larson to have six (6) picnic tables for outdoor seating at Vito's LLC, with all conditions specified (if any), and based on the findings of fact issued.

By a vote of **5** in favor and **0** against, upon motion duly made and seconded at the conclusion of the public hearing in the public meeting held on June 11, 2020.

TOWN OF CEDAR LAKE,
LAKE COUNTY, INDIANA,
BOARD OF ZONING APPEALS

By: _____
Jeremy Kuiper - President

ATTEST:

Tammy Bilgri,
Recording Secretary



Loan Center
9204 Columbia Avenue • Munster, Indiana 46321
219.853.7500 • fax 219.836.8061
ibankpeoples.com

IRREVOCABLE STANDBY LETTER OF CREDIT No. CL7555LC

Issuance Date: May 21, 2020

Expiration Date: May 21, 2021

Amount: \$283,278.60

(maximum aggregate face amount)

Issuing Bank:

Peoples Bank SB
9204 Columbia Avenue
Munster, IN 46321
Attn: Commercial Loan Department
Telephone: 219-853-7500

In Favor of Beneficiary:

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

For the Account of Applicant:

Summer Winds Commercial, LLC
40 E. Joliet Street, Suite 1B
Schererville, IN 46375

Re: Summer Winds Plaza, Cedar Lake, IN

Ladies and Gentlemen:

Please be advised that Peoples Bank SB ("Issuer") has established our Irrevocable Standby Letter of Credit No. CL7555LC in an aggregate amount of Two Hundred Eighty Three Thousand Two Hundred Seventy Eight and 60/100 Dollars (\$283,278.60) (the "Letter of Credit"), at the request and for the account of Summer Winds Commercial, LLC ("Developer") in favor of the Town of Cedar Lake, Indiana ("Beneficiary"). For information only, we are informed that this Letter of Credit is for the purpose of insuring Applicant's proper construction and installation of the following onsite improvements for the Summer Winds Plaza (the "Improvements"):

Watermain improvements	\$140,801.00
Storm Sewer improvements	\$ 5,550.00
Roadway improvements	\$ 76,175.00
Soil Erosion, Sediment Control & Excavation	\$ 35,000.00
Improvements	\$257,526.00
Total Letter Credit Amount (110%)	\$283,278.60

The face amount of this Letter of Credit shall be reduced from time to time by means of our amendment upon acceptance by the Beneficiary of any of the Improvements. The Beneficiary will notify us in writing that they accepted the specific Improvements and



Member FDIC

personal banking | business banking | digital banking | wealth management

release us from payment hereunder and that the amount of this Letter of Credit will be so reduced by such amount.

In the event the Developer defaults in its obligation to construct and install the Improvements mentioned above, and it becomes necessary for the Beneficiary to make such installation or to complete the same, Peoples Bank SB will pay any sight drafts up to but not exceeding in the aggregate the amount available under this Letter of Credit presented to it by 12:00 P.M. on or before May 21, 2021.

All drafts drawn hereunder must be identified as "drawn under Peoples Bank SB Letter of Credit No. CL7555LC, dated May 21, 2020." This Letter of Credit is restricted to the undersigned by the Beneficiary and payment of said drafts is subject to failure to complete the required Improvements for Summer Winds Plaza. Drafts must be accompanied by the following documentation:

1. This Letter of Credit and all original amendments, if any, so that any payment made pursuant to it may be recorded thereon; and
2. A duly and manually signed and dated statement from an authorized Officer of the Town of Cedar Lake stating that the Developer has failed to complete the required improvements for Summer Winds Commercial, LLC and the construction and installation of the Developer is not acceptable, together with estimated costs and an explanation of all defects, which explanation must be certified by Cedar Lake's Town Engineer, or some other registered professional engineer, and has been provided to the Developer prior to the drawing drawn or to be drawn under the Peoples Bank SB Letter of Credit.

Any amendments to the terms of this credit must be in writing over authorized signature of an officer of Peoples Bank SB. All draws must be received by 12:00 P.M. on or before May 21, 2021, at the Issuer's address listed above.

This Irrevocable Standby Letter of Credit is governed by the laws of the State of Indiana and is issued subject to the International Standby Practices 1998 (ISP98), International Chamber of Commerce Publication No. 590.

Sincerely,



Dustin Gorelick, VP
Business Banker

DG/ns

ACCEPTED according to its terms this _____ day of _____, 2020

TOWN OF CEDAR LAKE, INDIANA
TOWN COUNCIL

By _____
Randell C. Niemeyer
Town Council President

ATTEST:

Jennifer N. Sandberg, IAMC
Clerk-Treasurer



'20 MAY 26 2:01 PM

TOWN OF CEDAR LAKE
Lake County, Indiana
Fireworks Usage
Special Permit Application

Per Ordinance No. 1007, the owner, occupant, or agent of an organization, business or group that uses any type of fireworks or pyrotechnic special effects materials used indoor or outdoor, shall apply for a Special Permit issued by the Town Council at least fourteen (14) calendar days prior to the use of the fireworks or pyrotechnical devices. The Permit must be made available upon request of the Fire Chief or his designee. A \$100.00 fee is to be paid at the time this application is submitted.

Group, Organization, Business or Individual Scheduling/Promoting the Fireworks Production/Display:

Name: MISSION ONE (John Boersma) Phone: 219-323-6111
Address: 11930 W. 103rd Ct. St. John

Group, Organization, Business or Individual Operating/Conducting the Fireworks Production/Display:

Name: The Corner Store Phone: 219-689-7980
Address: 133rd & Rt. 41 Cedar Lake IN

Please Describe the Qualifications: CLASS C

Detailed Location Where the Display Shall Take Place: Cedar Lake American
Legion Post 261

Date of Fireworks Display: July 18th

Beginning Time: 9:00 pm Estimated Ending Time: 10:00 pm

Estimated Number of Fireworks/Pyrotechnical Devices Being Used: CLASS C

A copy of a valid Certificate of insurance conditioned for damages and/or injury to persons or property for said event in the amount of not less than \$1,000,000 shall be attached to and submitted with each application for and shall become part of the Special Permit.

For Office Use Only _____

Approved by Town Council: _____ Date: _____ Signature: _____

MISSION ONE

Saturday
July 18th

2nd Annual

Veterans of Valor

Ride / Charity Event

LIVE CONCERT

Featured performer:

Bands:

STAGE & LIGHTS

- Army Veteran Jason Jakes
- Nate Venturelli

- Mysteria
- Gerald & Camille
- Recording Artist Ashley Victoria

National Recording Artist

Brian Grilli

Iraq Combat Veteran

Registration: 9AM-11AM

KSU: 11:00AM

All Day Family

Friendly Event

Escorted Ride Honoring Vets

\$25/Rider - \$10/Passenger

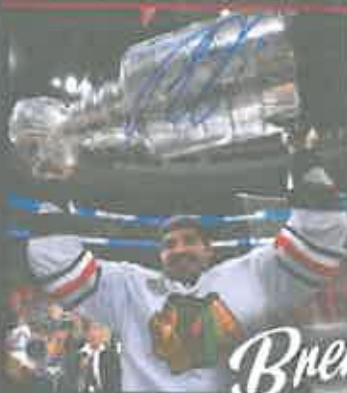
Non-Riders: \$10 Adult

\$5 Kids 12 and over

All Veteran Riders Discounted

Stanley Cup Winner

CHICAGO BLACKHAWKS



Meet
&
Greet
Autographs

Brent Sopel

Proceeds to benefit:
All Veterans in Need

- Bike Show
- Special Guest Speaker
- U.S.M.C. Color Guard
- Bounce House / Kids
- Beer/Liquor
- BBQ/Food
- Raffles / Prizes



Location:
American Legion Post 261
13050 Washington St.
Cedar Lake, IN 46303

We are accepting credit / debit cards for
entry fee, raffles, and donations.

IGC:148518

EIN: 82-3002586

Visit us @ www.m1vets.org

EVENT DESIGN BY:



www.ZinkFactory.com

For more info, contact Johnny Boersma @ (219) 220-2050

A Veteran's Battle Never Ends

FACEBOOK
EVENT PAGE





Standing For Veterans Who Stood For
Us.

Mission One
PO Box 441
ST. John In, 46373

VETERAN'S BATTLES NEVER END

To Whom It May Concern,

26th, MAY 2020

I'm the President/Founder of a local Veteran supporting organization called Mission One (Non-profit Domestic charity). We are a 501(C)3 Foundation who believes in giving Veterans the respect and assistance in making life a little easier for them. I Started this Organization for Many reasons. The Main Reason is Because I put Veterans first over my own needs as I feel they Deserve it. 2nd, We believe Veterans **deserve** to feel whole and respected for honorably serving are country to keep us safe.

Since we are a 100% Non-Profit Foundation, keeping the costs at a Minimal is key. We are requesting the town council wave the 100.00 permit fee for our Class C fireworks display June 18th at American Legion Post 261 for our 2nd Annual Veterans of Valor Event. This will be a All day very family friendly event. We are providing entertainment for all ages, featuring a Meet and greet with Stanley Cup Blackhawks Champion Brent Sopel and recording Artists performing at our Concert. Please feel free to contact me for any issues regarding concerns. Sincerely, Johnny Boersma

501(C)3 Non-Profit Foundation

Tax ID

Johnny boersma
President/CEO

EIN# 83-3002586

Phone: 219-220-2050

E-mail: johnny@m1vets.com www.m1vets.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER State Farm Ryan Spangler State Farm 10210 Wicker Ave., Suite 2 St. John, IN 46373		CONTACT NAME: Ryan Spangler PHONE (A/C, No, Ext): 219-627-3996 FAX (A/C, No): 219-627-3998 E-MAIL ADDRESS: ryan.spangler.dr1h@statefarm.com	
INSURED Mission One Ltd. 11930 W. 103rd Ct. St. John, IN 46373		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25143	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		0001014503	05/26/2020	05/26/2021	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Cedar Lake American Legion Post 261
13050 Washington St.
Cedar Lake, IN 46303

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

**MEMORANDUM OF UNDERSTANDING FOR THE EXPLORATION OF A
FIRE PROTECTION TERRITORY**

THIS MEMORANDUM OF UNDERSTANING, made and entered into this day by and between City of Crown Point, Indiana (hereinafter called "Crown Point"), the Town of Winfield, Indiana (hereinafter "Winfield"), the Town of St. John, Indiana (hereinafter "St. John"), the Town of Cedar Lake, Indiana (hereinafter "Cedar Lake"), the Township of Center, Lake County, Indiana (hereinafter "Center Township"), the Township of Winfield, Lake County, Indiana (hereinafter Winfield Township) and the Township of Hanover, Lake County, Indiana (hereinafter "Hanover Township").

WITNESSETH:

WHEREAS, the provisions of I.C. § 36-8-19, as amended, permit two (2) or more participating Units of Local Government in the State of Indiana to establish a Fire Protection Territory to provide fire protection services to those participating Units; and

WHEREAS, Crown Point, Winfield, St. John, Cedar Lake, Center Township, Winfield Township and Hanover Township are Units of Local Government in the State of Indiana under the jurisdiction and authority of its duly elected executive, legislative and fiscal bodies, and

WHEREAS, Crown Point, Winfield, St. John, Cedar Lake, Center Township, Winfield Township and Hanover Township, as Units of Local Government, now seek to enter into this Memorandum of Understanding for the exploration and investigation into the viability, economically and otherwise, and benefits of the establishment of a Fire Protection Territory for the Units; and

WHEREAS, the exploration of the Fire Protection Territory shall include an analysis as to any costs associated and mutual benefits which may be available to the Units based on the enhancement and improvement of fire and emergency related services for the residents and citizens of the Units within the territory to be served;

WHEREAS, Crown Point, Winfield, St. John, Cedar Lake, Center Township, Winfield Township and Hanover Township agree to equally share in any costs or expenses related to the exploration of the viability and benefits of a Fire Protection Territory incurred in furtherance of the intent of this Memorandum of Understanding; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Memorandum of Understanding, Crown Point, Winfield, St. John, Cedar Lake, Center Township, Winfield Township and Hanover Township hereby commit to the following:

1. **EXPLORATION OF THE VIABILITY AND BENEFITS OF A FIRE PROTECTION TERRITORY:** Crown Point, Winfield, St. John, Cedar Lake, Center Township, Winfield

Township and Hanover Township shall explore the following:

- a) the requirements for the establishment of a proposed Fire Protection Territory;
- b) the analysis of the costs associated with the establishment and operation of the proposed Fire Protection Territory;
- c) the allocation of such costs amongst the Units participating in the proposed Fire Protection Territory;
- d) the boundaries of the proposed Fire Protection Territory;
- e) the purposes and benefits to be provided the residents and citizens of each Unit participating in the proposed Fire Protection Territory; and

f) any other matters required by law or as proposed to be explored by any party to this Memorandum of Understanding in furtherance of this Memorandum of Understanding.

2. COSTS: Crown Point, Winfield, St. John, Cedar Lake, Center Township, Winfield Township and Hanover Township acknowledge that there are certain costs and expenses related to the furtherance of this Memorandum of Understanding, and more specifically in the exploration and determination in the viability and benefits of the establishment of a Fire Protection Territory. Crown Point, Winfield, St. John, Cedar Lake, Center Township, Winfield Township and Hanover Township agree to equally share in any and all costs and expenses related to this Memorandum of Understanding and the furtherance of the intent of the same as incurred by the parties.

3. ENTIRE AGREEMENT: This Memorandum of Understanding supersedes and cancels all previous agreements, verbal or written, between Crown Point, Winfield, St. John, Cedar Lake, Center Township, Winfield Township and Hanover Township related to the matters described herein and constitutes the entire agreement between the parties.

4. GENERAL PROVISIONS: This Memorandum of Understanding shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties. Whenever the context requires or permits, the gender and number of words used in this Agreement shall be interchangeable. This Memorandum of Understanding shall be construed and enforced according to the laws of the State of Indiana. If this Memorandum of Understanding is executed in duplicate counterparts, each shall be deemed an original. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable by any Court of

competent jurisdiction, such provision shall be severed from the remainder of this Memorandum of Understanding and the validity and enforceability of the remaining provisions shall not be affected thereby.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the ____ day of June, 2020.

City of Crown Point, Indiana:

David D.F. Uran, Mayor

Town of Winfield, Indiana:

_____, Town Council President

Town of Cedar Lake, Indiana:

_____, Town Council President

Town of St. John, Indiana:

_____, Town Council President

Township of Center, Lake County, Indiana:

_____, Township Trustee

Township of Winfield, Lake County, Indiana

Paulette Skinner, Township Trustee

Township of Hanover, Lake County, Indiana:

_____, Township Trustee

From: jenny.tibble vitalsignssolutionsinc.com [<mailto:jenny.tibble@vitalsignssolutionsinc.com>]
Sent: Monday, June 08, 2020 9:25 AM
To: Tammy Bilgri <tammy.bilgri@cedarlakein.org>
Subject: Sign placement request for Lennar Homes

Hi Tammy,

I spoke to you a couple weeks back about requesting permission to place temporary weekend directional signs for the new Lennar community, Rose Garden Estates. You informed me you would have to put it on the agenda for the June council meeting. I have attached a sign design sample page and a proposed map for this community. We are requesting to be allowed to place these signs in each location on the map. These signs would go out Friday evening/early Saturday morning and we would pick them up Sunday evening/early Monday morning. They would only be out on the weekends, and there would only be one arrow per location, a left turn arrow if we want them to turn left, right arrow to turn right, straight arrow to continue straight. All of these signs would not be at each location. Does that make sense? Please let me know if you have any questions. Also, do you think I should attend the meeting on June 16, in case the council has any questions? Thank you for your help, Tammy, have a good day!

YES! We're OPEN

**Rose Garden
Estates
Townhomes**



LENNAR®

YES! We're OPEN

**Rose Garden
Estates
Townhomes**



LENNAR®

YES! We're OPEN

**Rose Garden
Estates
Townhomes**



LENNAR®

Grand Opening

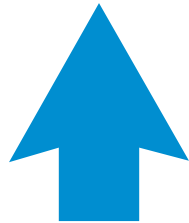
**Rose Garden
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Grand Opening

**Rose Garden
Estates**



LENNAR®

Grand Opening

**Rose Garden
Estates**



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Active Adult

**Andaré at
Rose Garden
Estates**



LENNAR®

Grand Opening

**Andaré at
Rose Garden
Estates**



LENNAR®

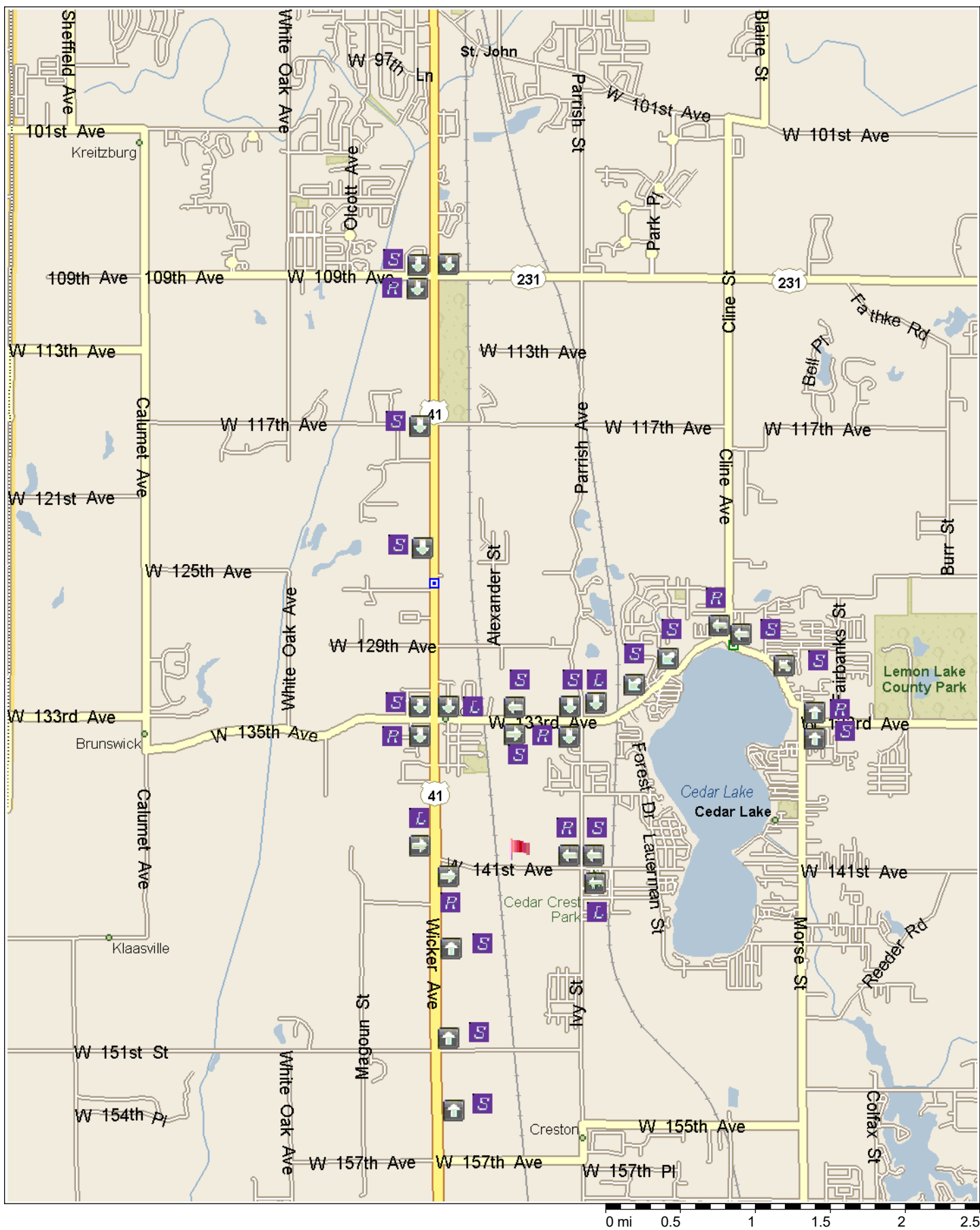
Active Adult

**Andaré at
Rose Garden
Estates**



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Rose Garden Estates



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June 9, 2020

JAJOKA Inc. & JAJOKA Properties

13111 Lake Shore Dr

Cedar Lake, IN 46303

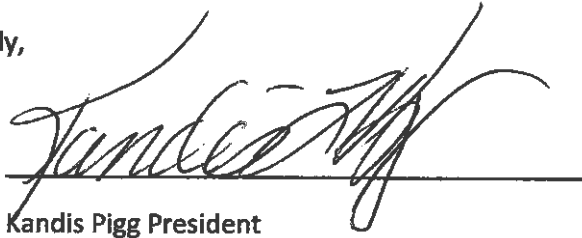
219-613-5176

To Whom It May Concern:

JAJOKA Inc. DBA Town Club Tavern would like a temporary fenced area outside with a few picnic tables to encourage social distancing when we reopen July 3rd following the Covid-19 closing. The area would be up through the summer/fall season of 2020.

The area I would like to fence is circled on the GIS image of the property.

Sincerely,

A handwritten signature in black ink, appearing to read "Kandis Pigg", is written over a horizontal line. The signature is fluid and cursive.

Kandis Pigg President



Enter Map Title...

Web Print 06/09/2020



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.



June 8, 2020

Mr. Jason J. Durr, PE
Director, Northern Indiana
Christopher B. Burke Engineering, LLC
220 West Colfax Avenue, Suite 700
South Bend, Indiana 46601

Sent via email: JDurr@CBBEL-IN.com

RE: Proposal for Roadway Coring Services
Various Locations in Cedar Lake, Indiana
AES Proposal No. 2020-184T

Dear Mr. Durr:

As requested, Advanced Engineering Services (AES) is pleased to submit the following proposal for roadway coring services for the above project.

PROJECT INFORMATION

We understand that various roadway in the Town of Cedar Lake will be improved using hot-in-place (HIP) technique. In order to understand the composition of the existing roadway, a total of ten (10) core samples from various parts of the town were requested. No laboratory testing, sampling of aggregate base or subsurface soil is included in the scope of work. We assume that no detailed MOT, lane closure or flagmen will be needed during field activities. Safety cones will be placed around the vehicle during coring activities.

SCOPE OF WORK

Our scope of work will include the followings:

1. A coring crew and equipment will be mobilized to the site.
 2. A total of ten (10) pavement cores will be obtained from near the areas shown on a drawing provided by the client. After completion, all holes will be cold-patched after collecting the core samples.
 3. All core samples will be brought back to AES laboratory for further evaluation. They will be photographed and logged.
 4. Average thickness of the core samples will be determined and recorded provided the core samples remain intact. An evaluation of the core samples will be performed based on visual observation. If paving fabric is noted in the samples, it will be reported.
-

5. Results of the field and lab evaluation will be presented in a summary report. No lab tests are included in the scope of work.
6. As requested by the client, all core samples will be delivered to CTL in Warrenville, Illinois.

COST ESTIMATE

The total fee for the above outlined services will be **Lump sum \$4,350.00** based on the following assumptions:

1. All test locations are readily accessible to coring crew. Safety cones will be placed around the drilling equipment and crew during the field work. The above cost does not include permit, safety training, additional traffic control, flagmen, MOT, stand-by time, private locator services, etc.
2. We assume that the core locations will not encounter thick concrete, slag or other obstructions thicker than about 1 ft. No auger through aggregate base or underlying soils are included.
3. All holes will be cold-patched after coring. It is not possible to pack the patch back in the hole upon completion so tight that there will be no subsequent subsidence. This proposal does not include repair costs for surface damage.
4. We assume that the field coring can be completed in one mobilization of crew and equipment during the regular working hours. We anticipate that the core sampling will be completed in one 8-hour day.
5. This proposal does not include aggregate base or subsurface soil sampling, assessment or remediation of any environmental conditions present at the site. If apparently impacted materials are encountered during the field operation, the drilling will be stopped until the proper course of action is determined.
6. Our estimate covers the work needed to present our findings and recommendations in a report form. If the scope of work changes significantly, we will discuss with you prior to provide any additional work.
7. The proposal is valid for ninety (90) days from the date of the proposal.

TIME ESTIMATE

AES is prepared to begin work upon receiving written authorization. Please note, a minimum of forty-eight (48) hours is required by law in order to mark the existing utilities (if any) at the site. Based on our current workload and assuming favorable weather condition, we would be able to complete the core sampling in 1.5 to 2 weeks and submit a report in about 3 weeks from the date we receive a written authorization.

AUTHORIZATION

AES's General Terms and Conditions are attached and should be considered a part of this proposal. This proposal/contract and all the terms and conditions herein are subject to credit approval by AES's Corporate Credit Department. If this proposal is acceptable, please complete the enclosed agreement or issue a duly completed Purchase Order (PO) and return to us for us to start the project.

CONCLUSION

We appreciate the opportunity to offer these services and look forward to working with you on this project. If you have any questions, please feel free to contact us at your convenience.

Respectfully submitted,
Advanced Engineering Services (AES) Inc.



Akhtar (Art) Zaman, PE, LEED® AP
Principal Engineer
anz@adv-engrs.com

Attachment

PROPOSAL ACCEPTANCE FORM

This Agreement is made by acceptance below of the Contract Document dated June 8, 2020 by and between **Christopher B. Burke Engineering, LLC** ("Client") of (Address) **220 West Colfax Avenue, Suite 700, South Bend, Indiana 46601** and Advanced Engineering Services (AES) of Hammond, IN.

Client and AES agree as follows:

1. **CONTRACT DOCUMENT** – Referred to as the "Contract Document" or "Agreement." Defined as: PROPOSAL ACCEPTANCE FORM, attached GENERAL TERMS AND CONDITIONS, and proposals that include a scope of services, fee schedules and other documents (as listed).

PROFESSIONAL SERVICES – AES will provide professional services ("Services") for the Client as indicated in the Proposal No. 2020-184T dated June 8, 2020 for **Roadway Coring Services at Various Locations** in Cedar Lake, Indiana, for a **lump sum fee of \$4,350.00**.

2. **DESIGNATED REPRESENTATIVES** – The parties designate the following named individuals as their authorized representatives to provide approvals, directives, and permissions, including changes, and to receive notices or other communications under this agreement at the following addresses:

DESIGNATED REPRESENTATIVE
Advanced Engineering Services (AES)

Name: Akhtar (Art) Zaman
Address: 7439 Calumet Avenue
Hammond, IN 46324

Phone: 219-933-7888

DESIGNATED REPRESENTATIVE
CLIENT: Christopher B. Burke Engineering, LLC

Name: Mr. Jason J. Durr, PE
Address: 220 West Colfax Avenue, Suite 700
South Bend, Indiana 46601

Phone: 574-282-8001

YOUR SIGNATURE INDICATES ACCEPTANCE OF THE CONTRACT DOCUMENT, AS DEFINED ABOVE, UNLESS EXPRESSLY MODIFIED IN WRITING.

ACCEPTED BY:

Advanced Engineering Services (AES)

By: _____

Name: _____

Date: _____

Title: _____

email: _____

ACCEPTED BY:

CLIENT: _____

By: _____
(Person authorized to execute contracts & payment)

Name: _____

Date: _____

Title: _____

email: _____

AES – CLIENT TERMS AND CONDITIONS

1. SERVICES TO BE PERFORMED: AES's proposal describes the work to be performed ("Services"), the location ("Site"), fees and/or rates to be charged, including equipment, sampling, and necessary reimbursable expenses. AES will be authorized to proceed with the Services, when Client indicates its acceptance by signing this Agreement. The proposal, and any attachments, including but not limited to this Agreement, shall comprise the Contract.

2. ADDITIONAL SERVICES: If any additional or different Services are required to complete an existing proposal, these additional Services shall be set forth in a Change Order form satisfying all applicable and appropriate requirements including a separate schedule of fees and Services ("Change Order").

3. COMPENSATION: Client will pay AES for Services and expenses in accordance with the Contract Documents. AES will submit periodic invoices to Client together with reasonable supporting documentation and a final bill upon completion of its services. AES may require full or partial payment prior to the start of the project. Otherwise full payment is due within thirty (30) days of the invoice regardless of whether Client has been reimbursed by any other party. AES may suspend work, withhold reports and vacate the site without liability if payment is not received. Unless otherwise agreed in writing, there shall be no retainage. Client will indemnify AES for all claims concerning the suspension of work due to nonpayment regardless of whether the claims are by the Client, someone claiming through the client, or by a third party. Client agrees to pay AES's attorney's fees, and all other costs incurred in collecting past due amounts.

4. SITE ACCESS: Client grants or shall obtain a right of entry, or permits for AES to access the parts of the Site necessary to complete the requested Services. Client acknowledges that due to the nature of some Services unavoidable damage may occur. Client waives its right of recovery for such unavoidable damage, and if Client is not the owner of the Site, Client agrees to indemnify and defend AES against any claims by the owner and/or occupant for any such damage. AES is not liable for damages caused by exploratory sampling to identify, quantify, or evaluate the subsurface conditions. AES is not responsible for unforeseen conditions that exist on the Site that prohibit or defer AES from gaining access to complete the requested services.

5. TEST AND SAMPLING LOCATIONS: The accuracy of sampling locations and elevations will be based on approximate measurements or estimates. The Client should retain the services of a professional surveyor, if greater accuracy is required. Client will furnish a diagram indicating the accurate location of the Site. Sample locations may also be indicated on the diagram. AES reserves the right to deviate a reasonable distance from the sampling locations due to site conditions.

6. UTILITIES: AES will contact the state underground utility locator service to identify existing underground structures prior to the field activities. It is the Client's responsibility to mark or furnish the locations of all underground man-made utilities or other structures that is not marked by the state locator service. Client shall indemnify, defend and hold harmless AES from and against any claims, losses or damages incurred or asserted against AES related to Client's failure to mark, protect or advise AES of underground structures or utilities.

7. LIMITATIONS OF METHOD RELIABILITY: The Client agrees that all testing methods have inherent reliability limitations; no method or number of samples can guarantee that a condition will be discovered within the performance of the Services as authorized by the Client. The Client further acknowledges and agrees that reliability of testing methods varies according to the sampling frequency and other variables and that these factors, including cost, have been considered in the Client's selection of Services. AES's observations only represent conditions observed at the time of the Site visit. AES is not responsible for changes that may occur to the Site when AES is not present.

8. INTERPRETATION OF DATA: Client recognizes that subsurface conditions may vary from those encountered at the locations where the samples are obtained and that interpretations and recommendations of AES's personnel are based solely on the information available to them. AES shall not be responsible for the interpretation of AES data by third parties, or the information developed by third parties from such data.

9. THIRD PARTY INFORMATION: AES is dependent on information available from various governmental agencies and private database firms to aid in evaluating the history of the Site. AES shall not be liable for failure of such agencies to produce accurate or complete information.

10. SITE CONTROL: AES's testing and observation of the work of other parties on a project shall not relieve such parties of their responsibility to perform their work in accordance with applicable plans, specifications and safety requirements. Continuous monitoring by AES's employees does not mean that AES is observing or verifying all Site work or placement of all materials. Client agrees that AES will only make random on-Site observations as appropriate and will not relieve others of their responsibilities to perform the work.

11. STANDARD OF CARE: AES's Services as defined by the Contract Documents shall be performed in accordance with generally accepted industry principles and practices, consistent with the consulting profession currently providing similar services under similar circumstances at the time the Services were provided. Client agrees to give AES written notice within six months of any breach or default under this section and to provide AES a reasonable opportunity to cure such breach or default, without the payment of additional fees to AES, as a condition precedent to any claim for damages.

12. SAFETY: AES shall not be responsible for health and safety procedures, construction means, methods, techniques, sequences, or procedures, nor be responsible for the acts or omissions of contractors or other parties on Site, unless otherwise specified in the Contract Documents.

13. OBLIGATIONS OF CLIENT: Client warrants that all information provided to AES concerning the required Services, is complete and accurate to the best of Client's knowledge. Client agrees to inform AES of any hazardous conditions on or near the Site known to Client prior to and/or during the work. Client understands that AES is relying upon the completeness and accuracy of information supplied by Client and AES will not independently verify such information unless otherwise included in the Contract.

AES – CLIENT TERMS AND CONDITIONS

Client shall indemnify and hold AES harmless for any costs, expenses or damages incurred by AES due to Client's failure to follow applicable reporting and governmental requirements. Client will not hold AES liable if AES's recommendations are not followed, waives any claim against AES, and agrees to defend, indemnify and hold AES harmless from any claim or liability for injury or loss that results from failure to implement AES's recommendations.

14. SAMPLES AND EQUIPMENT: Unless otherwise specified in the Contract Documents or required by law, AES will not retain any samples obtained from the Site. At no time does AES assume ownership of the samples; all samples shall remain the property of the Client, including equipment contaminated during AES's Services that cannot be adequately cleansed. AES will, however, sign manifests "on behalf of" and as agent for Client; provided Client authorizes AES in writing.

15. RIGHT TO STOP WORK: If, during the performance of the Services, any unforeseen hazardous substance, material, element, constituent, condition, or occurrence is encountered which, in AES's reasonable judgment significantly affects or may affect the Services provided, the risk involved in providing the Services, or the recommended scope of Services, AES may immediately suspend all work.

16. AES AND CLIENT INDEMNIFICATION: AES shall indemnify and hold Client harmless against claims, demands, and lawsuits, to the extent arising out of or caused by the negligence or willful misconduct of AES, in connection with activities conducted in the performance of the Services.

The Client shall indemnify and hold AES harmless from and against claims, demands, and lawsuits, to the extent arising out of or caused by the negligence or willful misconduct of the Client or other contractors retained by Client in connection with activities conducted in the performance of the Services.

If a dispute arises between the parties resulting in litigation, the prevailing party shall be entitled to recover all reasonable costs incurred. Client agrees that all indemnifications granted to AES shall also be granted to those subcontractors retained by AES for the performance of the Services.

17. LIMIT OF LIABILITY: AES's total liability for all claims, liabilities or causes of action of any kind, including but not limited to negligence, bodily injury or property damage, and breach of contract, etc., shall be limited to insurance proceed.

18. CONSEQUENTIAL DAMAGES: In no event shall either party to this Agreement be liable to the other party for any indirect, incidental, consequential, or punitive damages, including but not limited to loss of financing, loss of business or reputation, loss

of income, loss of profit, loss of rent, loss or restriction of use of property, or any other business losses; regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or whether either party shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.

19. WARRANTY: AES makes no representations, guarantees, or warranties, either express or implied, regarding performance of the Services.

20. DOCUMENTS: Project-specific documents and data produced by AES under this Agreement shall, upon completion of the Services and payment of the amounts owed to AES, become the property of Client. AES shall have the right, but not the obligation, to retain copies of all such materials.

21. THIRD-PARTY CLAIMS: Client agrees to pay AES's costs (including reasonable attorney's fees) for defending AES against any claims or subpoenas that a third party or a regulatory agency asserts against AES related to the Services provided to the Client.

22. TERMINATION OF CONTRACT: This Agreement may be terminated by either party upon seven (7) days written notice to the other party; provided that, any incomplete or unfinished Services will remain in effect until completed, unless otherwise agreed to in writing. In the event of termination or suspension, by the Client, AES shall be paid for Services performed prior to the termination date plus reasonable termination and suspension expenses.

23. FORCE MAJURE: Neither Client nor AES shall hold the other responsible for damages or delays in performance caused by uncontrollable events, which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, the public enemy, acts of the Government, or materially different Site conditions, fires, explosions, accidents, floods, strikes, or other conceded acts of workers, or changes in laws and regulations, etc.

24. GENERAL PROVISIONS: This Agreement represents the entire understanding between the parties and supersedes any and all prior contracts whether written or oral. Nothing contained herein shall be construed to be for the benefit of any persons not a party to this Agreement. No third party beneficiary rights are created. AES is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility whether in contract or tort, including negligence. Performance of this Agreement shall be governed in accordance with the laws of the state in which the Site is located.



Chicago Testing Laboratory, Inc.

30W114 Butterfield Road, Warrenville, IL 60555 p 630.393.2851 f 630.393.2857
w chicagotestinglab.com e info@chicagotestinglab.com

Testing • Inspection • Training • Consulting • Research • Geotechnical

June 6, 2020

Mr. Jason J. Durr, P.E.
Christopher B. Burke Engineering, LLC
220 West Colfax Avenue
Suite 700
South Bend, IN 46601

CTL Proposal CTL20121

Re: Laboratory Evaluation for HIR Cores

Dear Mr. Durr:

Following up from your recent conversations with CTL regarding your laboratory testing needs, I am pleased to offer this rate sheet proposal for your consideration.

A description of these services and our fees to conduct them are attached on the following page. Should you agree to the proposal, please sign and return a copy via email to pyerkes@chicagotestinglab.com. Feel free to direct any questions regarding this information to my attention. Thank you for this opportunity.

Respectfully Submitted,
CHICAGO TESTING LABORATORY, INC.

Paul Yerkes
Vice President Technical Services

Laboratory Testing: Christopher B. Burke Engineering

Schedule of Services and Fees

<u>Item</u>	<u>Per each</u>
Core Laboratory Evaluation for Cedar Lake HIR*	\$2,800.00

Description

Testing rates as requested by Mr. Durr and are valid only for the 2020 construction season. Laboratory fees are quoted per evaluation and are based on 10 cores. Typical turnaround for testing is 10 business days from receipt of samples and will vary based on laboratory workload at the time of delivery. Fees for any additional services if requested by the client including expedited turnaround, sampling, pick-up, or re-testing may be added to the rates listed above. All tests will be performed following current Illinois Modified AASHTO test procedures unless otherwise requested.

*Laboratory evaluation includes: testing existing cores for Gmb, Gmm, extraction, gradation. A composite sample of the cores is obtained after heating. A split is mixed with a rejuvenator at 0.1 gal/sq yard dosage rate or as specified by the client. A composite of the untreated material is tested for extraction, recovery, and penetration. A composite of the treated sample is tested for extraction, recovery, gradation, penetration.

Work will be invoiced monthly and payment terms are NET 30. Your signature below indicates you agree to the rate shown for the services listed, you agree to the payment terms, and you agree to the general conditions sheet attached. A laboratory work order is to accompany all samples.

Results, conclusions and/or reports are achieved under laboratory conditions and should be considered for informational purposes only. The materials supplied by the client, conditions and equipment utilized in this evaluation may or may not be representative of those in the field. No guarantee of performance is offered or implied.

ACCEPTED THIS _____ DAY OF _____, 20____

BY: _____ (signed/printed)

TITLE: _____

FIRM: _____ PO# _____

LUXURY LIVING LLC

11663 W. 133RD AVENUE -P.O. Box 788
CEDAR LAKE, INDIANA 46303
(219) 306-6556

Today's Date: 06/11/20

MEMORANDUM

Jill Murr
Town of Cedar Lake
7408 Constitution Ave.
Cedar Lake, IN 46303

Dear Jill,

Thank you in advance for the opportunity to discuss the movement of the light pole located in front of our building. We originally asked that this light pole not be put in front of our building when the street project was in progress. However, it was done so anyway.

We have applied and been approved for funding in the Façade Grant Program for Cedar Lake. Meeting with our architect and contractors, it has been discussed and determined that the best course of action at this time is to move the light pole from the front of the building to either side so as to not block the view of the building and detract from the new façade. Our building is closer to 133rd Avenue than most of the buildings.

We ask that you take this issue up with the board at the next meeting. We would be willing to split the cost of the move with the town.

If you have any questions please feel free to contact me at (219) 712-7308.

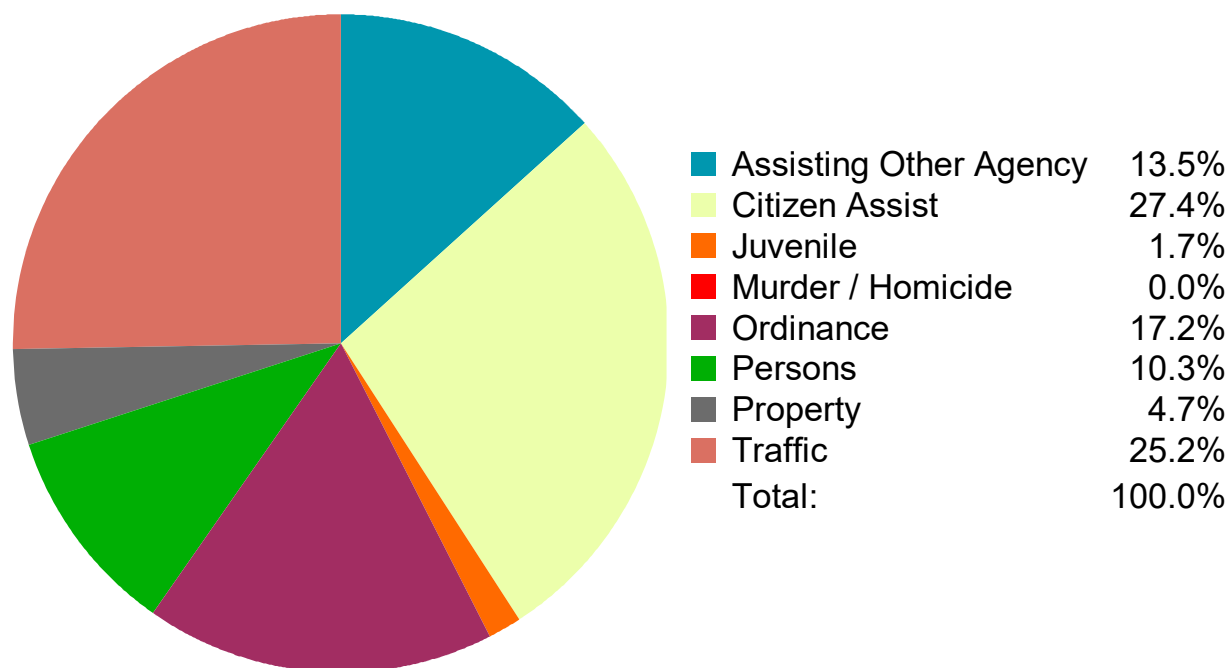
Thank you very much.



Peter J Kozlowski

**CEDAR LAKE POLICE DEPARTMENT
INCIDENT AND CALLS FOR SERVICE REPORT
May 2020 and Year-To-Date 2020**

Incident Type	Month Total	Year Total
Incidents Assisting Other Agency (Including Fire and EMS):	102	407
Incidents related to Citizen Assists:	208	777
Incidents related to Juveniles:	13	31
Incidents related to Murder/Homicide:	0	0
Incidents related to Ordinances:	130	407
Incidents related to Persons:	78	304
Incidents related to Property:	36	152
Incidents related to Traffic:	191	1308
Incidents Not Classified:	11	24
Totals:	769	3410



CITATION REPORT
May 2020 and Year-To-Date 2020

State Violations: 54

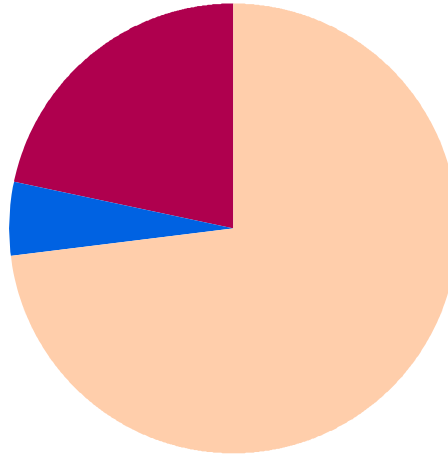
Town Traffic Violations: 4

Town Ordinance Violations: 16

Other Violations: 0

Total for May: 74

Year To Date: 588



State Violations	73.0%
Town Traffic Violations	5.4%
Town Ordinance Violations	21.6%
Other Violations	0.0%
Total:	100.0%

WARNING REPORT
May 2020 and Year-To-Date 2020

State Violations: 66

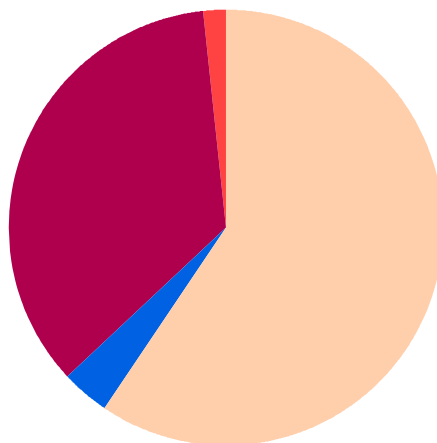
Town Traffic Violations: 4

Town Ordinance Violations: 39

Other Violations: 2

Total for May: 111

Year To Date: 807



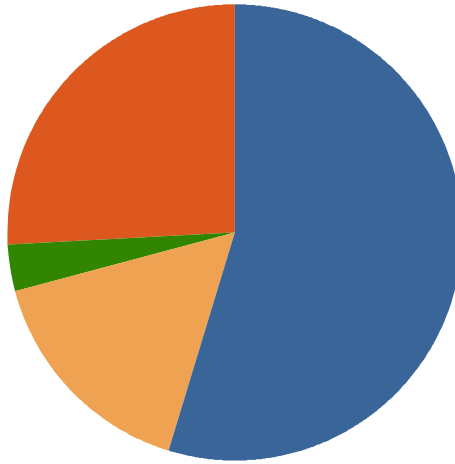
State Violations	59.5%
Town Traffic Violations	3.6%
Town Ordinance Violations	35.1%
Other Violations	1.8%
Total:	100.0%

ARREST REPORT
May 2020 and Year-To-Date 2020

Total Arrests: 24
Total Charges Filed: 31
Misdemeanor: 17
Felony: 5
Infraction: 1
Not Classified: 8

Year-To-Date

Total Arrests: 102
Total Charges Filed: 168



■ Misdemeanor	54.8%
■ Felony	16.1%
■ Infraction	3.2%
■ Not Classified	25.8%
Total:	100.0%

PERMITS NEW & ALTERATIONS January-May 2020

MONTH	NEW	RES. VALUE/COMM. VALUE	ALT.	VALUE	Occupancy
January	7*	\$1,091,595	31	\$454,313	24
February	9	\$1,351,076	33	\$389,522	17
March	33*	\$7,698,207	26	\$536,069	10
April	12	\$2,805,220	27	\$475,162	16
May	27*	\$5,525,336	62	\$719,873	15
Total	88	\$18,471,434	179	\$2,574,939	82

*10 YEAR RECORD