



Town Council Public Meeting  
July 21, 2020

**ORDINANCES & RESOLUTIONS:**

**1. Ordinance No. 1355 – Emergency Response Reimbursement Repealer Ordinance P5-7**

*First Reading: July 7, 2020*

Motion: \_\_\_\_\_ 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup>

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. 1358 – Job Description Amendment P8-17**

Motion: \_\_\_\_\_ 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup>

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. Ordinance No. 1357 – 2020 Salary Ordinance Amendment P18-19**

Motion: \_\_\_\_\_ 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup>

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. Resolution No. 1262 – Utility Waiver of Late Fees P20-26**

Motion: \_\_\_\_\_ 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup>

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. Beacon Pointe East – Rezone to PUD Certification P27-28**

Motion: \_\_\_\_\_ 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup>

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. Wicker Meadows Stormwater**

Motion: \_\_\_\_\_ 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup>

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. Hill Tavern Request P29**

Motion: \_\_\_\_\_ 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup>

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	-

Town Council Public Meeting  
July 21, 2020

**3. Ambulance Bid**

Motion: \_\_\_\_\_ 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_

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. Christopher B. Burke Ecosystem Proposal**

**P30-47**

Motion: \_\_\_\_\_ 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_

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 Committee
  - b. Ecosystem Restoration Committee
  - c. Street Committee
  - d. Public Works & Safety Committee
  - e. Stormwater
2. Town Attorney
  - a. Ordinance No. 1352 – Emergency Response Billing Update
3. Clerk-Treasurer
4. Town Administrator
5. Director of Operations
6. Police Department
7. Fire Department

**WRITTEN COMMUNICATION:**

1. Building Department Report
2. Softball Letters

**P48**  
**P40-50**

**PUBLIC COMMENT:**

**ADJOURNMENT:**

**PRESS SESSION:**

**NEXT MEETING: Tuesday, August 4, 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.*



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**July 21, 2020**

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ALL TOWN FUNDS	\$614,409.84
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WASTEWATER OPERATING	\$31,442.49
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WATER UTILITY	\$76,781.61
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STORM WATER	\$16,554.77
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PAYROLL 7/9/2020	\$274,564.50
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## 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
Hanover Central High School Cheer	10/03/20	10/10/20	07/07/20	07/07/20
	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: Hanover Central High School - Cheer

Address: 10120 W. 133rd Ave, Cedar Lake, IN 46303

Phone: (219) 374-3800 Fax: \_\_\_\_\_

Contact Person:

Name: Lisa M. Sliva Email: lsliva@pangere.com Phone: (219) 210-9365

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

1<sup>st</sup> Choice: October 3rd 2<sup>nd</sup> Choice: October 17th

Explain Nature of Tag Day: Raise money for Hanover Central High School Cheer team

List Locations of Tag Day: 133rd & Parrish and 133rd & Rt.41

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.**

Lisa M. Sliva

Signature of Contact Person

June 15, 2020

Date

**FOR OFFICE USE ONLY**

Date Received: July 1, 2020 Approximate Time: 3:18pm

Received by (Name/Title): Sarah Pitts Clemens

Date Approved by Town Council: \_\_\_\_\_

Date Contact Person Notified of Approval: \_\_\_\_\_ Notified via (circle one): Email – Phone – Letter

**Fraternal Order of Eagles  
Cedar Lake Aerie 2529**

13140 Lakeshore Drive

Cedar Lake, Indiana 46303

July 16, 2020

TO: CEDAR LAKE TOWN BOARD.

RE: 2020 MAKE-A-WISH CAR SHOW.

THIS CONTACT IS IN REFERENCE  
TO USING THE TOWN GROUNDS  
FOR OUR SHOW, ON SEPT 20<sup>th</sup> 2020  
WE ARE ASKING FOR THE DONATION  
OF THIS FACILITY FOR THIS EVENT.

OVER THE LAST 3 YRS WE HAVE  
COLLECTED OVER \$30,000 FOR THE  
MAKE-A-WISH ORGANIZATION. WE  
ARE HOPEING TO DO \$10,000 OR MORE  
THIS YEAR. WE APPRECIATE YOUR  
CONSIDERATION. THANK YOU.

JAL MAY FOE trustee  
219-742-3887

Jal E. May

**TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA  
ORDINANCE NO: 1355**

**AN ORDINANCE REPEALING TOWN CODE SECTION §35.01, ENTITLED  
FIRE DEPARTMENT SERVICE CHARGE ESTABLISHED., AND TOWN CODE  
SECTION §35.02, ENTITLED ITEMIZATION; LIMIT ON CHARGE.,  
AND ALL MATTERS RELATED THERETO.**

**WHEREAS**, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "TOWN"), has been reviewing provisions of the Town Code in support of its intent to establish a reimbursement fee to be charged and collected from responsible individuals and entities rendered Fire, Safety and Rescue, and Hazardous Material and Environmental Incident Response Services by the Town Municipal Fire Department; and

**WHEREAS**, the Town Council, in the course of its review and assessment, has been made aware that Town Code provisions exist pertaining to Fire Department Service Charges, and notably, by the provision of Town Ordinance No. 686, adopted by the then-Town Council June 25, 1996; and

**WHEREAS**, the Town Council, upon review and analysis, has determined that the provisions of Town Ordinance No. 686 establishing a Fire Department Service Charge were regulations for the then-existent and operational Cedar Lake Volunteer Fire Department; and

**WHEREAS**, the Town Council is aware that the Cedar Lake Volunteer Fire Department is no longer the operational entity of the Town for Fire, Safety and Rescue, and Hazardous Material and Environment Incident Response Services, but rather, that the Town Municipal Fire Department is said entity as a Department of Town Government; and

**WHEREAS**, the Town Council, being duly advised, is presently developing for consideration and adoption, a current reimbursement fee to be charged and collected from responsible individuals and entities, Fire, Safety and Rescue, and Hazardous Material Environmental Incident Response Services by the Town Municipal Fire Department, as the existent law found at Town Code Sections §35.01, §35.02, from the adopted Town Ordinance No. 686, is no longer legally existent; and

**WHEREAS**, the Town Council, as a consequence of the foregoing, has concluded that establishment of a current reimbursement fee related to services related to by the Town Municipal Fire Department, with same to be charged and collected from responsible individuals and entities rendered Fire, Safety and Rescue, and Hazardous Material and Environmental Incident Response Services, renders the current fee provisions found at Section §35.01 as well as Section §35.02, as the same are established by Town Ordinance No. 686, to be of no value or effect, and whereby such should be properly repealed.



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

**SECTION ONE:** That Town Code Section §35.01, entitled **FIRE DEPARTMENT SERVICE CHARGES ESTABLISHED.**, is hereby repealed in its entirety.

**SECTION TWO:** That Town Code Section §35.02, entitled **ITEMIZATION; LIMIT ON CHARGE.**, is hereby repealed in its entirety.

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

**SECTION FOUR:** If any Section, clause, provision, or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court or 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, 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  
JUNE, 2020.**

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

By:

\_\_\_\_\_  
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

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

**ORDINANCE NO.: 1358**

**AN ORDINANCE AMENDING TOWN ORDINANCE NO. 1150, BEING: “AN ORDINANCE ESTABLISHING JOB EMPLOYMENT DESCRIPTIONS FOR THE EMPLOYEES OF THE TOWN OF CEDAR LAKE, REPEALING ALL ORDINANCES AND TOWN CODE SECTIONS, OR PORTIONS THEREOF, IN CONFLICT HERewith, INCLUDING TOWN ORDINANCE NO. 1274; AND ALL MATTERS RELATED HERETO”, ADDING THE JOB DESCRIPTIONS OF UTILITY ACCOUNTING SPECIALIST AND TECHNOLOGY DIRECTOR JOB POSITIONS FOR THE TOWN, AND ALL MATTERS RELATED THERETO.**

**WHEREAS**, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter the “Town Council”), has previously adopted its Ordinance No. 1150 on February 21, 2012, establishing Job/Employment Descriptions for the Employees of the Town of Cedar Lake; and

**WHEREAS**, the Town Council has previously adopted its Ordinance No. 1274 on November 7, 2017, Amending Town Ordinance No. 1150, and establishing and amending certain Job/Employment Descriptions for the Town Employees of the Town of Cedar Lake; and

**WHEREAS**, the Town Council has reviewed the growth and staffing needs for the Town and specifically a Utility Accounting Specialist and a Technology Director; and

**WHEREAS**, the Town Council has determined after such review that the need to add Utility Accounting Specialist and Technology Director job descriptions exist; and

**WHEREAS**, the Town Council, upon its review, has determined it appropriate, advisable, and in the best interests of the residents of the Town, that Utility Accounting Specialist and Technology Director employment position job descriptions of Town should be added; and

**WHEREAS**, the Town Council has now determined it appropriate and advisable to add the Job Position Description of Utility Accounting Specialist and Technology Director for the benefit of the citizens and residents of the Town of Cedar Lake.

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

**SECTION ONE:** That the Job Position Descriptions for a Utility Accounting Specialist and Technology Director, attached to this Amendatory Ordinance as Exhibit “A”, are hereby adopted and approved.

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

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

**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

**TOWN OF CEDAR LAKE**  
**JOB DESCRIPTION**  
**Utility Accounting Specialist**

**CLASS TITLE:** Utility Accounting Specialist  
**LOCATION:** Administration  
**DEPARTMENT:** Administration  
**EMPLOYMENT LEVEL:** Part-Time, Non-Exempt

**GENERAL PURPOSE**

The Utility Accounting Specialist performs specialized accounting review, analysis and reporting as directed by the Town Council, Utility Board and Stormwater Board for the Town's utilities with respect to wastewater, water, and Stormwater. This position is responsible for utility system accounting work and financial analysis.

**SUPERVISION RECEIVED**

Works under the direct supervision of the Town Council with assistance and support of the Town Administrator.

**SUPERVISION EXERCISED**

- This position exhibits no supervisory responsibilities;

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

The essential functions of the position include, but are not limited to, the following:

- Provide cost analysis on utility revenues and expenses.
- Provide financial and statistical analysis on utility rates and charges.
- Provides recommendations on investment and cost saving measures for the Town's utilities.
- Consults with Town Administration, Elected Officials and Board members as directed.
- Assists the Town and Clerk-Treasurer with the prescribed State Board of Accounts audit, and any other audits that take place.
- Monitors, maintains and provides information as requested for the annual report and auditing purposes.
- Completes all applicable reports as directed and/or required by State, Federal and Local Laws as set forth by the Federal and State Government, State Board of Accounts, etc.

- Participates in analysis of current budgets and preparation of annual budgets.
- Reviews, monitors and maintains necessary records and information, analyzes data and compiles reports required by regulatory agencies and Town Administration.
- Assists in the development, facilitation and implementation of accounting policies and procedures.
- Researches and recommends programs and systems for utility services.
- Assists the Clerk-Treasurer with GASB-34 requirements concerning Town assets.
- Keeps abreast of legislative and regulatory developments, new administrative techniques, and current issues through continued education and professional growth. May attend conferences, workshops and seminars when appropriate and required.
- Performs related work as required, and any other duties as assigned by the Town Administrator.

#### DESIRED MINIMUM QUALIFICATIONS

##### □ Education and Experience:

- (a) Bachelor's degree in business administration, accounting or related field preferred; and
- (b) Three(3) to Five(5) years of related utility accounting experience; and
- (c) 2+ years of experience using Excel and databases including proficiency in exporting, importing and manipulating data to produce accurate and timely statistical reports; and
- (d) Experience with public utilities
- (e) Governmental or other fund accounting experience desirable;
- (f) Valid Indiana driver's license and acceptable motor vehicle record required.

##### □ Necessary Knowledge, Skills and Abilities:

- (A) Knowledge and understanding of Generally Accepted Accounting Principles, internal controls and audit compliance.
- (B) Analytical skill to articulate and solve complex problems and concepts.
- (C) Ability to sustain a high level of accuracy in preparing and reporting financial information.
- (D) Ability to balance and manage a varied workload with competing priorities requiring accuracy with minimal supervision in a fast-paced work environment and/or remotely.

- (E) Knowledge of Federal and State of Indiana laws, and Town Codes related to the activities of the Town's Utilities.
- (F) Knowledge of legislative and regulatory developments and current industry issues.
- (G) Knowledge of management and organization theories and practices.
- (H) Skill in managing complex administrative processes for a diverse range of services.
- (I) Skill in maintaining public and confidential records according to statutory requirements.
- (J) Ability to conduct research and prepare comprehensive and accurate reports.
- (K) Ability to use office equipment and technology and the ability to master new technologies.
- (L) Ability to effectively communicate ideas and concepts orally and in writing and make presentation in a public setting.
- (M) Ability to establish and maintain effective working relationships and use good judgment, initiative and resourcefulness when dealing with the public, elected officials and other employees.
- (N) Ability to critically assess situations, develop recommendations, issue concise instructions, manage multiple tasks and work effectively under stress, within deadlines and with changes in work priority.
- (O) Ability to input data into a computer terminal, personal computer, or other keyboard device.

#### SPECIAL REQUIREMENTS

- (a) Must be eighteen (18) years or older at the time of employment;
- (b) No felony convictions or disqualifying criminal histories;
- (c) U.S. citizen;
- (d) Must be of good moral character and of temperate and industrious habits;

#### TOOLS AND EQUIPMENT USED

Phone; personal computer; copy machine; postage machine; fax machine; 10-key calculator.

#### PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to finger, handle or grasp objects, tools, or controls; and reach with hands and arms. Ability to sit in front of a computer monitor and use keyboarding skills for significant periods of time is required.

The employee must occasionally lift and/or move up to fifty (50) pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. Ability to operate a vehicle is required.

### WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Remote work protocols may be permitted and utilized.

The noise level in the work environment is usually quiet, however, at times may be noisy with the sounds of sirens and the like.

### SELECTION GUIDELINES

- Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.
- The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.
- The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

**Employee's signature is an acknowledgment that they have read and understand this job description.**

\_\_\_\_\_  
Printed Employee Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Town Council President

Effective Date: \_\_\_\_\_



## **TOWN OF CEDAR LAKE POSITION DESCRIPTION TECHNOLOGY DIRECTOR**

**CLASS TITLE:** Technology Director  
**LOCATION:** Administration  
**DEPARTMENT:** Police Department  
**EMPLOYMENT LEVEL:** Salaried/Exempt

### **GENERAL PURPOSE**

The Technology Director is a non-ranking civilian member of the Department's Administrative Team who works closely with the Chief of Police, Town Administrator, Director of Operations and Fire Chief of the Town of Cedar Lake to sustain and grow programs and services.

### **SUPERVISION RECEIVED**

The Technology Director is an administrative position who works under the direct supervision of the Chief of Police.

### **SUPERVISION EXERCISED**

None.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

The essential duties and responsibilities contained herein shall serve as common examples; however, the following duties and responsibilities do not constitute an exhaustive list.

- ❑ Care for the information technology needs of the Town of Cedar Lake Public Facilities, including, but not limited to the Police Department, Fire Department, Town Hall, Public Works & Utilities and Clerk-Treasurer's office.
- ❑ Provide training, guidance and streamlining of processes.
- ❑ Works with Department Heads and supervisors to sustain and grow programs and services.
- ❑ Representative for the Cedar Lake Police on the Lake County Data Sharing Committee (Spillman Board).
- ❑ Technical liaison between the Cedar Lake Police & Fire and Southcom.
- ❑ Produce and maintain forms used by the Cedar Lake Police Department.

- ❑ Care for the plant operations of the Public Facilities and scheduling outside contractors for any work to be done.
- ❑ Care for, ordering and maintaining emergency equipment in vehicles (sirens, lights, etc.).
- ❑ Care for, ordering and maintaining communication equipment in vehicles, including MDT's Mobile Computers and radio systems.
- ❑ Care for CCT systems within the Cedar Lake Public Facilities.
- ❑ Design and implement cost saving procedures and protocols utilizing technology to replace paper.
- ❑ Help-Desk for individual concerns of employees in their day-to-day operations.
- ❑ Assist other Town department heads in various clerical duties.
- ❑ Operates a vehicle when necessary to travel for Town business matters.
- ❑ Attend seminars and workshops related to information technology or public safety duties and responsibilities.

### DESIRED MINIMUM QUALIFICATIONS

*Job Standards:* Any combination of education and experience providing the required skill and knowledge is qualifying. Typical qualifications would be equivalent to:

- A. High school diploma or GED
- B. Five (5) years of increasingly responsible related experience or any equivalent combination of related education and experience

*Skills:*

- A. Ability to effectively meet and deal with public; ability to communicate effectively verbally and in writing; ability to handle stressful situations
- B. Ability to establish and maintain effective working relationships with employees, supervisors, other departments, officials and the public; ability to communicate effectively verbally and in writing
- C. Ability to utilize network termination tools, punch-downs, crimping tools and cable testing and verification equipment

- D. Ability to utilize vehicle electrical tools, crimping, soldering and test equipment

*Knowledge:*

- A. Proficiency with PCs, specifically mobile data units, computer software and applications
- B. General knowledge of office equipment, including fax machine, copier, telephone, calculator and shredder
- C. Knowledge of vehicle electronic systems
- D. Knowledge of computer network design and installation
- E. Knowledge of network cable installation in relation to building codes, NFPA and ANSI/TIA standards and requirements
- F. Knowledge and experience in facility management including electrical, plumbing and HVAC
- G. Knowledge and experience with CCTV and access control systems

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the position.

While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms.

Duties often require work outside of the traditional office environment including construction sites, parks, and nature areas.

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the position.

The noise level in the work environment is usually quiet.

SELECTION GUIDELINES

The Technology Director is hired by the Town Council with the recommendation of the Chief of Police and Town Administrator.

Approval: \_\_\_\_\_  
Supervisor

Approval: \_\_\_\_\_  
Appointing Authority

Effective Date: \_\_\_\_\_

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

**ORDINANCE NO. 1357**

**AN ORDINANCE AMENDING TOWN SALARY ORDINANCE NO. 1344 ESTABLISHING JOBS AND SALARIES TO BE PAID CERTAIN OFFICES, POSITIONS, AND JOBS WITHIN THE TOWN OF CEDAR LAKE FOR THE CALENDAR YEAR 2020, AND REPEALING ALL ORDINANCES, OR PARTS THEREOF, IN CONFLICT THEREWITH.**

**WHEREAS**, the Town Council of the Town of Cedar Lake, Lake County, Indiana, has reviewed Town **Salary Ordinance No. 1344** establishing jobs and salaries to be paid certain offices, positions, and jobs within the Town of Cedar Lake for the year **2020**; and

**WHEREAS**, the Town Council of the Town of Cedar Lake, Lake County, Indiana, has been advised that modifications and amendments to Town **Salary Ordinance No. 1344** are necessary and appropriate based upon circumstances reported to the Town Council, and

**WHEREAS**, the Town Council of the Town of Cedar Lake, Lake County, Indiana, having reviewed the circumstances and considered all recommendations, and being duly advised, now concurs that it is advisable, necessary, appropriate, and in the best interests of the residents of the Town of Cedar Lake that Town **Salary Ordinance No. 1344** be amended to add/revise job positions, and salaries to be paid to such positions, and all related amendments.

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

**SECTION ONE:** That the following assignments and compensation be amended and added to the Section entitled Town Administration in Town Ordinance No. 1350, as amended from time to time, to read and provide as follows:

Utility Accounting Specialist	Part-Time, Hourly	\$__ per hour payable 34/33/33 Wastewater/Water/Stormwater
Technology Director	Salaried, Exempt	\$2,500 bi-weekly payable 25/25/25/25 General/Wastewater/Water/Stormwater

**SECTION TWO:** That this amendment shall be for the pay period beginning July 5, 2020.

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

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

**SECTION FIVE:** That this Ordinance shall take effect, and be in full force and effect, from and after its passage by the Town Council of the Town of Cedar Lake, Lake County, Indiana.

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

\_\_\_\_\_  
Coleen Schieben, Member

\_\_\_\_\_  
Ralph Miller, Member

\_\_\_\_\_  
Richard Sharpe, Member

ATTEST:

\_\_\_\_\_  
Jennifer N. Sandberg, IAMC  
Clerk-Treasurer

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

**RESOLUTION NO. 1262**

**A RESOLUTION DECLARING AN EMERGENCY AND APPROVING WAIVER OF LATE CHARGE FEES TO RESIDENTS AND UTILITY RATE PAYERS IN THE TOWN OF CEDAR LAKE ON MONTHLY UTILITY BILLINGS AND INVOICES REQUIRED BY APPLICABLE ORDINANCES ESTABLISHING SUCH RATES AND CHARGES, PURSUANT TO EXECUTIVE ORDER 20-36 ISSUED BY ERIC J. HOLCOMB, GOVERNOR OF INDIANA, DATED July 16, 2020, ALL SUCCEEDING EXECUTIVE ORDERS OF THE GOVERNOR AND AS THE SAME REMAINS IN FORCE (IN WHOLE OR IN PART) THEREAFTER, 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 Municipal Corporation under the provisions of applicable Indiana law; and

**WHEREAS**, the Town of Cedar Lake, Lake County, Indiana is governed by its duly elected legislative and fiscal body, the Town Council (hereinafter, the "Town Council"); and

**WHEREAS**, the Town Council, in its representative capacity, has been informed and advised of the Declaration of a Public Health Emergency for the COVID-19 outbreak in the United States, and is further aware of the spread of said COVID-19 into the State of Indiana; and

**WHEREAS**, the Town Council has been informed and advised that as a consequence of the coronavirus disease 2019 (COVID-19) outbreak, the Governor of the State of Indiana has declared a Public Health Disaster Emergency in Executive Order 20-02, dated March 6, 2020, which Executive Order 20-02 has been renewed from the original expiration date of April 5, 2020, to July 31, 2020, under further Executive Orders, and as same are further renewed; and

**WHEREAS**, from Executive Order 20-02 of Governor Holcomb dated March 6, 2020, to the present, there have been Executive Orders issued related directly to the declared Public Health Emergency as a result of the coronavirus disease 2019 (COVID-19) outbreak in the United States, with confirmed report of same in the State of Indiana; and

**WHEREAS**, the Town Council is aware of the continuing Executive Orders issued by Indiana Governor Eric J. Holcomb, including the Executive Order issued July 16, 2020, namely: Executive Order 20-36, and is aware that included in said Executive Orders are significant parameters and requirements of the Executive Orders, which has resulted in the closure or significant reduction in scope of commercial use of a large number of non-essential businesses, consequently creating loss of jobs, income, and ready fund availability to pay necessary and



required life bills and expenses, including monthly Utility Billings and invoices of the Town for such utility services; and

**WHEREAS**, the Town Council, being duly advised in the circumstances of the coronavirus disease 2019 (COVID-19), requirement of Executive Order Mandate for residents of the State of Indiana, and the consequences of such circumstances, now concurs and agrees that waiver of delinquent or late charge fees for requisite monthly utility billings and services charged and invoiced by the Town to the residents and utility ratepayers of the Town, as well as Prohibition on Discontinuing Utility Services as set forth in the Governor's Executive Orders presently, as well as hereafter, if made, as a consequence of the declared Public Health Emergency, is just, appropriate, and in the best interests of the residents and utility ratepayers of the Town of Cedar Lake.

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

**SECTION ONE:** That the Town Council acknowledges the issuance of Executive Orders by the Governor of the State of Indiana declaring a Public Health Emergency existing throughout the State of Indiana as a result of the coronavirus disease 2019 (COVID-19) outbreak in the United States, and accordingly, acknowledges said Declaration of Public Health Emergency for purposes of this Resolution.

**SECTION TWO:** That the Town Council of the Town of Cedar Lake, as a consequence of the aforementioned Public Health Emergency declared by the Governor of the State of Indiana, now concurs in and agrees that due to such emergency, the terms and provisions of Executive Order 20-36 concerning Prohibition on Discontinuing Utility Services in effect now and to the termination or expiration of said Executive Orders, , are to be followed. A copy of this Executive Order currently in effect is attached hereto and incorporated herein. Subsequent Executive Orders extending terms on the Prohibition on Discontinuing Utility Services shall likewise be followed, with such Executive Orders to be attached hereto and incorporated herein as the next marked Exhibit. The Town Clerk-Treasurer and Town Municipal Utilities are hereby authorized and directed to follow this Resolution and its terms. The waiver of late charge fees does not constitute a waiver of monthly utility billing and invoice for the principle amount owing, in any event. This Resolution authorization is intended to provide uniform relief for citizens and utility ratepayers of delinquent and late charge fees and the existing Prohibition on Discontinuing Utility Services.

**SECTION THREE:** That the Town Clerk-Treasurer shall report on the policy terms established hereby in the Town Council Public Meetings hereafter. Further, proper and lawful reporting and documentation of waivers given and issued shall be documented for the Indiana State Board of Accounts as determined appropriate by said State Board of Accounts entity.

**SECTION FOUR:** That the Town Clerk-Treasurer shall take all actions and steps required to implement and utilize the policy established hereinabove. The Clerk-Treasurer is further directed to inform and notify Town citizens and utility ratepayers of the policy and adoptive Resolution at the earliest opportunity, and report on these notification actions when accomplished.



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

**ALL OF WHICH IS PASSED AND RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SCHERERVILLE, 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, Member

\_\_\_\_\_  
John C. Foreman, Member

\_\_\_\_\_  
Coleen Schieben, Member

\_\_\_\_\_  
Ralph Miller, Member

\_\_\_\_\_  
Richard Sharpe, Member

**ATTEST:**

\_\_\_\_\_  
Jennifer J. Sandberg, IAMC Clerk-Treasurer

STATE OF INDIANA  
EXECUTIVE DEPARTMENT  
INDIANAPOLIS

EXECUTIVE ORDER 20-36

**FOR: BACK ON TRACK INDIANA: CONTINUATION OF STAGE 4.5**

TO ALL WHOM THESE PRESENTS MAY COME, GREETINGS:

**WHEREAS,** on March 6, 2020, I issued Executive Order 20-02 which declared that a public health emergency exists throughout the State of Indiana as a result of the coronavirus disease 2019 (COVID-19) outbreak in the United States and a confirmed report of the disease in our State and this initial declaration has been extended by me in Executive Orders 20-17, 20-25, 20-30 & 20-34;

**WHEREAS,** on March 11, 2020, the World Health Organization declared COVID-19 to be a global pandemic and, on March 13, 2020, the President of the United States declared a national emergency with respect to this dangerous virus;

**WHEREAS,** as of the date of this Executive Order, the virus has now spread to every county in our State, with over 54,000 confirmed cases and over 2,600 deaths;

**WHEREAS,** as Governor, under Indiana's Emergency Management and Disaster Law, Ind. Code ch. 10-14-3 ("Emergency Disaster Law"), I have authority to take actions necessary to prepare for, respond to and address a public health disaster emergency including the following:

- making, amending and rescinding the necessary orders, rules and regulations to carry out the response to a public health disaster emergency;
- suspending the provisions of any regulatory statute prescribing the procedures for conduct of state business, including the orders, rules or regulations of any state agency if strict compliance with any of these provisions would in any way prevent, hinder, or delay necessary action in coping with the emergency;
- transferring the direction, personnel, or functions of state departments and agencies or units for performing or facilitating emergency services; and
- using any and all available resources of state government and of each political subdivision of our State as reasonably necessary to cope with the public health disaster emergency;

**WHEREAS,** in addition to the authority granted to me by the Indiana General Assembly, the Indiana State Department of Health (ISDH) has been granted authority under Title 16 of the Indiana Code to take measures in connection with prevention and suppression of disease and epidemics;

**WHEREAS,** the Indiana Occupational Safety and Health Agency (IOSHA) has authority under Title 22 of the Indiana Code to inspect and take steps to ensure businesses are operating a workplace free from recognized hazards that are causing or likely to cause death or serious physical harm to employees;

**WHEREAS,** to reduce and slow the spread of COVID-19, the Centers for Disease Control and Prevention (CDC) and the ISDH recommended implementation of mitigation strategies to contain this virus including limitations on large gatherings and social distancing measures;

**WHEREAS,** in order to take all necessary steps to increase containment of this virus, I have issued various Executive Orders including a stay-at-home order, closure of state government buildings and restrictions on in-person dining at restaurants;

**WHEREAS,** by consulting with experts utilizing a data-driven approach to make decisions based on facts, science, and recommendations from experts in health care, business, labor, and education, we began to reopen our Hoosier economy while prioritizing Hoosiers' health in reopening our economy;

**WHEREAS,** to continue mitigation of COVID-19 and to lower the risk of a resurgence, a measured and staggered approach to reopening businesses and entities has been instituted. Five stages were outlined with each ensuing stage being subject to fewer restrictions and limitations than the previous stage, as follows:

- Stage 1 began with the stay-at-home directive issued on March 23, 2020, and continued until May 4, 2020 when Stage 2 commenced;
- Stage 2 began the reopening of Indiana on May 4, 2020, and continued until May 22, 2020 when Stage 3 commenced;
- Stage 3 continued the reopening of Indiana on May 22, 2020, and continued until June 12, 2020, when Stage 4 commenced;
- Stage 4 further expanded the reopening of Indiana, beginning on June 12, 2020, and expired at 11:59 on July 3, 2020; and
- Subject to continuing improvement, Stage 5 was scheduled to begin at 12:01 a.m. on July 4, 2020, however, Stage 5 was replaced by Stage 4.5 which began at 11:59 p.m. on Friday, July 3, 2020, and is set to expire at 11:59 p.m. on Friday, July 17, 2020;

**WHEREAS,** as the impact of COVID-19 for each county has varied, the impact in each county will be continually assessed to determine which stage applies to a particular county at the end of each time period. If the impact of COVID-19 is minimal or has significantly lessened, the county may be permitted to advance to the next stage. However, if the impact of COVID-19 has increased or failed to lessen, the county may be required to stay at the current stage or return to a prior stage;

**WHEREAS,** for a county to advance to the next stage or be required to stay at a current stage or return to a prior stage, the following factors will be considered: i) the number of hospitalized COVID-19 patients; ii) the capacity for critical care beds and ventilators; iii) the ability to test for COVID-19; and iv) the capacity for contact tracing;

**WHEREAS,** since the reopening of Indiana began on May 4, 2020, the number of hospitalized COVID-19 patients has recently increased; our capacity for critical care beds and ventilators is stable; our testing for COVID-19 is available to all Hoosiers; and our ability to contact trace is available and **ongoing** in all 92 counties; however, the percentage of positive cases compared to the number of tests performed has increased in recent days and thus, warrants additional monitoring before a significant lessening of further restrictions occurs;

**WHEREAS,** throughout many areas across the United States, there are preliminary signs of increased coronavirus spread and evidence of resurgence in areas where there has been significant reopening of businesses and easing or disregard of mitigation efforts; and

**WHEREAS,** based on all of the above, Indiana must refrain from transitioning fully into Stage 5 and must, instead, remain in Stage 4.5 while continuing to take measures to protect Hoosiers from the spread of this dangerous virus.

**NOW, THEREFORE,** I, Eric J. Holcomb, by virtue of the authority vested in me as Governor by the Indiana Constitution and the laws of the State of Indiana, do hereby order:

**1. Continuation of Stage 4.5**

- a. All Indiana counties, except Elkhart county, will continue in Stage 4.5 until 11:59 p.m. on Friday, July 31, 2020.
- b. All individuals in counties in Stage 4.5 shall follow the directives in Executive Order 20-32 as modified by Executive Order 20-35 and this Executive Order.

- c. Individuals in Elkhart county will remain in Stage 4 through 11:59 p.m. on July 31, 2020, and must continue to adhere to the directives in Executive Order 20-32, Stage 4.
- d. Executive Orders 20-32 and 20-35 are extended and remain in full force and effect.
- e. Unless otherwise specified, nothing in this Executive Order prohibits a county or political subdivision from imposing more stringent requirements than in this Executive Order or Executive Orders 20-32 & 20-35.

## **2. Additional Requirements for Gatherings and Events**

### ***a. Gatherings and Meetings:***

- i) As set out in Executive Order 20-32, all public and private meetings or gatherings (outside a single household or living unit or religious service), whether familial, social, governmental, philanthropic or otherwise, may have up to two hundred fifty (250) people provided social distancing requirements can be achieved and maintained and other sanitation measures are implemented at the site where the meeting or gathering occurs. A host of the meeting or gathering is encouraged to ensure a health screening process for attendees is instituted.
- ii) A “social gathering” is an event, assembly, or convening that brings together multiple people, individually or from separate households, in a single space, indoors or outdoors, at the same time and in a coordinated fashion where a significant purpose is to interact with others — such as a wedding, family reunion, party, barbecue, picnic, club, banquet, or conference.
- iii) All gatherings and meetings, including social gatherings, are limited to no more than 250 people.

### ***b. Special or Seasonal Events:***

- i) A special or seasonal event is an assembly or convening of multiple people from separate households in a single space, indoors or outdoors, at the same time but where the main purpose is not necessarily for individuals to interact with others outside of one’s household but to attend a single event and/or events of limited duration – such as weekly summer concerts or movies-in-the-park, fairs, festivals, carnivals, parades, graduation ceremonies, community holiday celebrations, conventions, fundraisers, sport or racing competitions, shows, or other entertainment events.
- ii) Special or seasonal events scheduled to occur on or after July 23, 2020, and where the total attendance is expected to exceed 250 individuals, must have an event plan approved by local health officials before proceeding.
- iii) Event Plan: Event organizers must develop and submit to the local health department a written plan outlining the steps to be taken to mitigate against COVID-19. Each plan must address the following issues:
  - a) Capacity Limits – outlining what steps have been taken and will be taken to ensure the overall capacity does not exceed allowable limits set out in Stage 4 or Stage 4.5 and how social distancing will be achieved;
  - b) Guest Information – identifying the appropriate information to be provided to guests to stay home if sick or part of a vulnerable population, engage in social distancing, increase handwashing, etc.;
  - c) Staff & Volunteer Screening – identifying measures to be taken to appropriately screen staff and volunteers for COVID-19 symptoms;
  - d) Social Distancing Measures – identifying measures to be employed to ensure attendees engage in social distancing such as use of multiple entrances, designated seating, one-way flow of attendees, ground markings, etc.
  - e) Increased Sanitation – outlining steps to be taken to ensure the event space is appropriately cleaned and sanitized, that high touch areas have increased cleaning, and that additional handwashing or hand sanitizing is available;
  - f) Face Coverings – identifying if face coverings are recommended or required; and

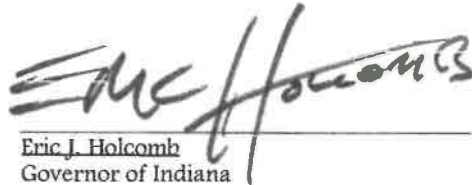


- g) Compliance – identifying the number of event staff or volunteers who will be available and sufficient to monitor and ensure compliance with the approved plan and other Executive Order directives.
- iv) Plan Submission Timeline:
  - a) For events scheduled to occur between July 23 – 26, 2020, plans must be submitted as soon as practicable but at least 72 hours in advance.
  - b) For events occurring on or after July 27, 2020, plans must be submitted at least 7 days in advance of the event.
- v) Local Health Department Approval: Local health departments must review and approve/disapprove event plans.
- vi) Monitoring & Enforcement: Event planners must have sufficient event staff or volunteers present during the event to monitor and ensure compliance with the approved plan and other Executive Order directives.

IT IS SO ORDERED.



IN TESTIMONY WHEREOF, I, Eric J. Holcomb, have hereunto set my hand and caused to be affixed the Great Seal of the State of Indiana, on this 16<sup>th</sup> day of July, 2020.

  
Eric J. Holcomb  
Governor of Indiana

ATTEST: Connie Lawson  
Secretary of State

 060

STATE OF INDIANA     )  
                                      ) SS:  
COUNTY OF LAKE     )

CERTIFICATION

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

Pursuant to the requirements of applicable law, the Plan Commission of the Town of Cedar Lake, Lake County, Indiana, by its duly designated representative, hereby CERTIFIES the application of owners and petitioners, **Beacon Pointe of Cedar Lake LLC**, for the **Rezone** being sought from Zoning Ordinance No. 496, as amended, from the current zoning of said property, Title IX - Residential Two-Family (RT) Zoning District and Title X- Residential Multi-Family (RM) to Title XI – Planned Unit Development (P.U.D.) Zoning District. The property is located in the vicinity of 9000 W. 141<sup>st</sup> Avenue, Cedar Lake, IN 46303, and is legally described as:

PARCEL DESCRIPTION:

PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, LYING EAST OF THE EASTERLY RIGHT OF WAY OF THE MONON RAILROAD, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 27; THENCE SOUTH 89 DEGREES 44 MINUTES 04 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 27 A DISTANCE OF 1127.76 FEET TO THE EASTERLY RIGHT OF WAY OF THE MONON RAILROAD AND THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 10 MINUTES 38 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY A DISTANCE OF 2224.36 FEET TO THE CENTERLINE OF THE SLEEPY HOLLOW DITCH; THENCE ALONG SAID CENTERLINE OF THE SLEEPY HOLLOW DITCH FOR THE FOLLOWING 6 COURSES; SOUTH 88 DEGREES 12 MINUTES 16 SECONDS EAST A DISTANCE OF 15.78 FEET; SOUTH 69 DEGREES 57 MINUTES 12 SECONDS EAST A DISTANCE OF 152.51 FEET; SOUTH 57 DEGREES 29 MINUTES 04 SECONDS EAST A DISTANCE OF 408.65 FEET; SOUTH 46 DEGREES 37 MINUTES 15 SECONDS EAST A DISTANCE OF 72.66 FEET; SOUTH 74 DEGREES 23 MINUTES 39 SECONDS EAST A DISTANCE OF 154.14 FEET; SOUTH 63 DEGREES 13 MINUTES 33 SECONDS EAST A DISTANCE OF 116.16 FEET TO THE WESTERLY LINE OF CEDAR BROOK FIRST ADDITION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 27 PAGE 44, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE NORTH 03 DEGREES 48 MINUTES 27 SECONDS WEST A DISTANCE OF 21.46 FEET TO THE NORTHERLY BANK OF SLEEPY HOLLOW DITCH; THENCE SOUTHERLY AND EASTERLY ALONG THE NORTHERLY BANK OF SLEEPY HOLLOW DITCH TO THE SOUTHWEST CORNER OF LOT 1 IN SAID CEDAR BROOK FIRST ADDITION, SAID POINT BEING SOUTH 03 DEGREES 48 MINUTES 27 SECONDS EAST A DISTANCE OF 58.13 FEET AND SOUTH 42 DEGREES 42 MINUTES 06 SECONDS EAST, A DISTANCE OF 621.77 FEET FROM THE INTERSECTION OF THE CENTERLINE OF SLEEPY HOLLOW DITCH AND THE WESTERLY LINE OF SAID CEDAR BROOK FIRST ADDITION; THENCE SOUTH 89 DEGREES 46 MINUTES 09 SECONDS WEST A DISTANCE OF

117.34 FEET; THENCE SOUTH 11 DEGREES 18 MINUTES 16 SECONDS EAST A DISTANCE OF 537.86 FEET; THENCE SOUTH 07 DEGREES 46 MINUTES 23 SECONDS EAST A DISTANCE OF 39.63 FEET; THENCE SOUTH 06 DEGREES 09 MINUTES 31 SECONDS EAST A DISTANCE OF 242.40 FEET; THENCE SOUTH 02 DEGREES 57 MINUTES 27 SECONDS EAST A DISTANCE OF 68.51 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 04 SECONDS WEST, A DISTANCE OF 281.10 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 12 SECONDS WEST, A DISTANCE OF 421.30 FEET TO THE SOUTH LINE OF SAID SECTION 27; THENCE NORTH 89 DEGREES 44 MINUTES 04 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 60.00 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 12 SECONDS EAST A DISTANCE OF 421.30 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 04 SECONDS WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 12 SECONDS WEST A DISTANCE OF 100.00 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 04 SECONDS WEST, A DISTANCE OF 111.15 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 12 SECONDS WEST A DISTANCE OF 321.30 FEET TO THE SOUTH LINE OF SAID SECTION 27; THENCE NORTH 89 DEGREES 44 MINUTES 04 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 736.70 FEET TO THE POINT OF BEGINNING.

The Cedar Lake Plan Commission hereby certifies its **Favorable Recommendation** to the Town Council for approval of a Rezone, contingent upon all requirements and conditions specified in the Public Meeting Minutes which are attached hereto.

This Favorable Recommendation Certification is approved by a vote of **6** in favor, and **1** opposed, upon motion duly made and seconded, at the Plan Commission public meeting held on July 15, 2020.

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

By: \_\_\_\_\_  
Jerry Wilkening, President

ATTEST:

\_\_\_\_\_  
Sarah Rutschmann, Recording Secretary

**From:** Natalie <natalieone@verizon.net>  
**Sent:** Friday, July 10, 2020 12:29 PM  
**To:** Sarah Rutschmann <sarah.rutschmann@cedarlakein.org>  
**Subject:** The Hill Tavern - Request for Town Council Meeting

Hi Sarah,

Per our conversation, we would like to request to be put on the agenda for the Town Council Meeting on July 21, 2020. We are requesting to put an outdoor patio area for the bar. We are requesting permission to be able to have the patio area by July 25th for a benefit bike run. At least one of the three of us will attend the meeting in person. Thank you.

Natalie Sumara, Marie Sumara and Caroline Sumara

*Blessings on your day,*  
(~\*•, Natalie, •\*~)



June 10, 2020

**Revised July 20, 2020**

Town of Cedar Lake  
PO Box 707  
7408 Constitution Ave  
Cedar Lake, IN 46303

Attention: Jill Murr, Town Administrator

Subject: Professional Services Proposal to Complete Phase 1 – Preliminary  
Design for the Restoration of Cedar Lake, Cedar Lake, IN

Dear Ms. Murr:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) proposes to complete Phase 1 – Preliminary Engineering of the Cedar Lake Restoration Plan. Please note that the CBBEL Team includes 3 subconsultants: Peter Berrini of Berrini & Associates, LLC (Dredging and Lake Management Consultant), Integrated Lakes Management (Water Quality Testing) and SPACECO, Inc. (CBBEL affiliate – Bathymetric and Sediment Survey). Included in this proposal are our Understanding of Assignment, Scope of Services, and Fee Estimate.

### **UNDERSTANDING OF ASSIGNMENT**

We understand Cedar Lake (the Lake) is an immensely important resource to the Town of Cedar Lake, Lake County, Indiana, and visitors from surrounding communities and states. The Lake is a focal point of the community. The Town and Cedar Lake Enhancement Association have taken numerous steps to improve the quality of runoff into the Lake, reduce contamination, and implemented numerous improvements. Due to the popularity, the surrounding land uses, and physical changes to the Lake and tributaries, lake water quality and habitat has degraded over time. Broadly speaking, the Town wishes to restore the Lake. This restoration is intended to improve water quality, increase shoreline vegetation, reduce erosion, improve boating, fishing, and aquatic resources, and improve the resident/visitor experience.

To that end, the CBBEL Team will develop a viable focused restoration plan to achieve those broad goals. We are proposing a two-phased approach. Phase 1 is reviewing the wealth of documentation prepared previously by the U.S. Army Corps of Engineers (USACE) and others. CBBEL will then, with the assistance of our subconsultants, complete data collection to determine/document the current Lake condition. This data will be used to strategically refine the previously prepared engineering and restoration

plans. CBBEL will prepare preliminary engineering plans, specifications and cost estimates that will be presented to Town of Cedar Lake officials for review and comment. We expect the review and comment period to be an iterative process. Once the preliminary plans are approved, the project will enter Phase 2 – Final Design, Real Estate, and Permitting, under a separate contract.

The Phase 1 schedule is proposed to be as follows:

- July 2020 – Kick off Meeting, Bathymetric/Sediment Survey, Wetland/Waters Delineation of Dewatering Site
- July through October 2020 – Water Quality Testing
- August through November 2020 – Preparation of Conceptual Grading and Dredging Plans for review by Stakeholders to allow for selection of the Preferred Approach, Initial Stakeholder Engagement Meetings
- November 2020 through January 2021 – Preparation of Conceptual Plans, Follow-up Stakeholder Engagement Meetings, Completion of Pre-Application Meetings
- February through March 2021 – Finalizing the Conceptual Plans, Specifications and Cost Estimates, preparing Pre-Phase 2 documentation

Phase 2 of the project will include the following (to be completed under a separate contract), along with a suggested 2021/2022 schedule:

- March 2021 – Topographic Survey of the proposed dewatering site, and areas that will require shoreline or other miscellaneous grading.
- March 2021 through Final Engineering – Property Acquisition or Easement recommendations and survey – Assistance with coordination with landowners.
- April through June 2021 – Final Engineering Plans, Specifications and Cost Estimates for the dredging, dewatering site and other areas that require restoration, as deemed necessary to achieve the overall project goals.
- June 2021 through February 2022 – Preparation and Submittal of Application Packages to the Various Permit Review Stakeholder Agencies.
  - Phase 2 will include coordination with the stakeholders to review and comment on the final plans and specifications.
  - Attendance at a variety of project coordination, permitting, land acquisition and internal project management meetings.
- March/April 2022 – Solicit Restoration Proposals and Award Contract(s)
  - April/May 2022 – Begin Construction

### **SCOPE OF SERVICES**

The following services are proposed.

#### **Task 1 – Kick Off Meeting:**

CBBEL will attend a kick-off meeting with Town of Cedar Lake officials, prior to commencing work, to clarify the scope of the project, purpose, goals, objectives, and schedule.

## **Task 2 – Wetland Delineation and Farmed Wetland Determination:**

The dredge sediment dewatering site will be identified at the initiation of Phase 1 and will be critical to the dredging component of the project. It is imperative that the design team fully understand site use and permitting constraints for the property's use as a sediment storage and dewatering site. Therefore, we propose to complete a wetland/waters assessment of the identified site to delineate all onsite wetlands and waters. Additionally, properties within 100 feet of the site perimeter will also be evaluated for wetland/waters potential, as well as portions of the Lake fringe where equipment access may be required. If the proposed dewatering site contains row crops, a farmed wetland determination will also be completed in accordance with USACE and Food Security Act requirements.

### **Letter Report:**

The results of the field reconnaissance and farmed wetland determination will be summarized in a letter report. The wetlands' generalized quality ratings, according to the Swink and Wilhelm Methodology (1994), will be included along with exhibits depicting the approximate wetland and project boundaries, National Wetland Inventory, Soil Survey, floodplain, USGS topography, site photographs and their locations, and the USACE Routine On-Site Data Forms.

### **Request for Jurisdictional Determination and Boundary Confirmation:**

CBEL will prepare and submit a request for a Jurisdictional Determination and boundary confirmation, for the dewatering site, to the USACE to determine if that agency will regulate any onsite waters or wetland.

## **Task 3 – Fish Population Survey:**

A fish population survey of Cedar Lake will be completed to assess the current fish species composition and potential biomass as compared to 2005 data. This data will be useful in guiding fishery, habitat, and lake management goals. The survey will consider the following parameters:

- Species present
- Length and weight
- Relative weight (Wr) – Wr shows the condition of collected fish compared to healthy fish.
- Proportional Stocking Density (PSD) of game species – Size structure of the fish population; identify whether large fish or small fish dominate the fish population.
- Fish Density (CPUE)

## **Task 4 – Water Quality Testing:**

CBEL will complete water quality testing to evaluate the following parameters. Depending on the parameter being collected, up to 3 samples between July and October 2020 will be collected.

- Dissolved Oxygen (DO) (3 Samples at a minimum of 3 sample locations) (Profile)
- Temperature Profiles/Isopleths (contours) (3 Samples at a minimum of 3 sample locations)
- Secchi depth measurements at various locations around Lake (geo-referenced) (multiple locations – completed with sediment sampling)

- Total Phosphorus (TP) (surface and bottom samples), (geo-referenced)
- Soluble Reactive Phosphorus
- Organic Nitrogen
- Nitrate-Nitrogen
- Alkalinity
- Conductivity
- pH
- Chlorophyll-a, integrated photic zone samples
- Phytoplankton
- Additional testing as required by State of Indiana and Lake County, IN regulations

#### **Task 5 – Bathymetric Survey and Sediment Depth Measurements:**

CBBEL affiliate, SPACECO, Inc., will complete a bathymetric survey of Cedar Lake that includes a sediment depth evaluation to augment previously collected data. SPACECO will access the Lake via a boat and complete soundings to determine Lake depth and depth of sediment. The locations of each sounding will be recorded via a GPS. This information will be delivered as part of a digital data package and spreadsheet format for extrapolation of data and production of drawings, cross sections, and exhibits. This data will be used to determine and prioritize dredging limits and volumes guiding the production of dredging plans and specifications.

**HYDROGRAPHIC SURVEY:** Bathymetric soundings will be taken from the survey vessel using a SyQwest HydroBox HD single frequency hydrographic echo sounder, depth/elevations +/- 0.5'. Positioning will be done using Leica RTK GPS receiving differential corrections through a CDMA Radio Modem from an NGS CORS Station, +/- 0.5'. Deliverable will be a pdf and/or CAD drawing illustrating the plan view of the bottom elevations in NAVD 88 Vertical Datum and positions in NAD 83, Indiana West State plane coordinates. We will provide water surface elevation at the time on survey, using a +/- 200' cross sections of the Lake. Approximately 56 Cross sections will extend to a depth of 3' or 15' from the shoreline as shown as red lines on the attached sketch. A fifty-foot grid will be used within the two west shore marina areas.

**SEDIMENT PROBES:** We will attempt to collect representative elevations for top and bottom of sediment at +/- 100' intervals in less than 10 feet of water and +/- 300' intervals over 10 feet of water along proposed lines as shown as yellow lines also on the attached sketch. At this interval we estimate approximately 140 probes. Sediment depths will be shown on the above described drawing. A greater density of sediment depth measurements will be completed in the two west shore marina areas.

#### **Task 6 – Design Alternatives Discussion – Selection of Preferred Approach:**

There will be several designs that could be completed. The central goal of this Task is to identify the preferred alternative. After data collection is complete, the CBBEL Team will evaluate the information, consider a variety of design alternatives, document in a basic form the alternatives considered, the pros and cons of the potential, permitting requirements, costs, phasing, sequencing, and timelines. CBBEL will attend two

meetings with Cedar Lake officials to discuss and deliberate the alternatives and refine the project to preferred approach.

**Task 7 – Preferred Approach – Proof of Concept Dredging Plans, Specifications and Cost Estimates:**

The CBBEL Team will take the preferred approach from concept to Preliminary Engineering (30%). CBBEL will develop preliminary engineering plans that will include grading, basic landscaping, dredging shoreline, habitat, water quality, etc. The goal of this Task is to confirm the design is viable, prepare draft specifications and refined cost estimates. This Task will allow Cedar Lake to make informed decisions regarding project benefits, cost of project, budgeting, phasing (if necessary), construction sequencing and timelines.

We have budgeted for two rounds of review and comment for finalizing the Proof of Concept Plans, Specifications and Cost Estimate. The goal of this Task is to nail down the components of the final project, to allow for a refined Phase 2 – Final Engineering and Construction Oversight Contract to be prepared.

	<b>Dewatering Site</b>	<b>Dredge Plans</b>	
<b>Type</b>	<b>Sheet Count</b>	<b>Sheet Count</b>	<b>Total</b>
Cover Sheet	1	1	2
General Notes	-	-	-
Ties and Benchmark	-	-	-
Existing Conditions	3	1	4
Removal - Dredge	-	4	4
Grading and Utility Plan	3	-	3
Construction Details	2	2	4
Landscaping Details	2	2	4
Planting and Seeding Mixes/Notes	2	2	4
SWPPP Sheets	-	-	-
			<b>25</b>

**Task 8 – Pre-Application Meetings with Regulatory Agencies:**

CBBEL staff will coordinate and attend review agency pre-application meetings to elicit their comments regarding permitting of the proposed project. The feedback will be helpful during final design and for preparation of the permit application packages. We expect to have meetings with the Indiana Department of Environmental Management, the USACE, U.S. Fish and Wildlife Service, Indiana Department of Natural Resources, and Town of Cedar Lake. We expect two Team members to attend each meeting. We have budgeted for one meeting with each agency and included two additional meetings in case additional time is required to address questions or concerns. The budget includes time to prepare for each meeting, attend the meeting and to prepare minutes of meetings, and provide follow up services.

**Task 9 – Stakeholder Engagement Meetings:**

We assume that Cedar Lake may request the CBBEL Team to attend up to two meetings with residents or other stakeholders to discuss the preferred alternative. The meetings would be attended by three CBBEL Team members and may include PowerPoint presentation along with a question and answer session. The meetings would be set up as an informal open house format to allow for individual engagement with attendees. The budget includes time to prepare for each meeting, attend the meeting and to prepare minutes of meetings and provide follow up services.

**Task 10 – Coordination and Project Management:**

Through out this process we expect that there will be a number of internal meetings and phone calls to coordinate field work activities, discuss concepts, coordinate plan and exhibit production, as well as coordination with Town staff and Town Council Committee and meeting attendance beyond those identified in the tasks above. This Task is intended to budget for a completion of a variety of miscellaneous project Management and Coordination Tasks. The budget includes time to prepare for each meeting, attend the meeting and to prepare minutes of meetings, and provide follow up services.

**FEE ESTIMATE**

We estimate the costs of the services to be the following:

Task 1	Kick Off Meeting	\$ 2,500
Task 2	Wetland Delineation and Farmed Wetland Determination	\$ 5,500
Task 3	Fish Population Survey	\$ 12,000
Task 4	Water Quality Testing	\$ 9,500
Task 5	Bathymetric Survey and Sediment Depth Measurements	\$ 40,000
Task 6	Design Alternatives Discussion – Selection of Preferred Approach	\$ 25,000
Task 7	Preferred Approach – Proof of Concept Dredging Plans, Specification and Cost Estimates	\$ 20,000
Task 8	Pre-Application Meetings with Regulatory Agencies	\$ 20,000
Task 9	Stakeholder Engagement Meetings	\$ 10,000
Task 10	Coordination and Project Management	\$ 30,000
	Direct Costs	\$ 17,500
	Contingency	\$ 7,000
		\$199,000

We will bill you at the hourly rates specified on the attached Schedule of Charges (2019 rates). We will establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

Please sign and return one copy of this agreement indication of acceptance and notice to proceed. Please feel free to contact me if you have any questions.

Sincerely,



Thomas T. Burke, Jr., PhD, PE  
Executive Vice President  
Head, Water Resources Department

Encl. Schedule of Charges (2019)  
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS AND  
CONDITIONS ACCEPTED FOR TOWN OF CEDAR LAKE, INDIANA:

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**JANUARY, 2019**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	265
Engineer VI	241
Engineer V	200
Engineer IV	163
Engineer III	146
Engineer I/II	116
Survey V	220
Survey IV	188
Survey III	165
Survey II	121
Survey I	96
Engineering Technician V	190
Engineering Technician IV	155
Engineering Technician III	140
Engineering Technician I/II	65
CAD Manager	170
Assistant CAD Manager	147
CAD II	130
GIS Specialist III	142
GIS Specialist I/II	90
Landscape Architect	163
Environmental Resource Specialist V	208
Environmental Resource Specialist IV	163
Environmental Resource Specialist III	134
Environmental Resource Specialist I/II	90
Environmental Resource Technician	110
Administrative	100
Engineering Intern	61
Information Technician III	125
Information Technician I/II	112

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage      Cost + 12%

\*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2019.



CHRISTOPHER B. BURKE ENGINEERING, LTD.  
GENERAL TERMS AND CONDITIONS

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

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

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

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

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions

of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

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

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

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

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

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

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

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

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

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

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

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:
- Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.
- Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.
27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:



Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

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

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

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

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

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

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

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

June 13, 2005

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## PERMITS NEW & ALTERATIONS

### January-June 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
Jun	18	\$6,477,014	73	\$578,378	15
<b>Total</b>	<b>106</b>	<b>\$24,948,448</b>	<b>252</b>	<b>\$3,153,317</b>	<b>97</b>

\*10 YEAR RECORD

Dear Cedar Lake Town Council:

7-19-2020

'20 JUL 21 12:07PM

I am writing this letter because the C.L. Softball League has taken over West 194<sup>th</sup> Place in Cedar Lake, In.

I am in no way apposed of the girls having a good time & playing ball, my girls did too, but there is no respect for other peoples property, or the noise ordinance. They start the bean boxes at 6-6:30 A.M., some people need there sleep.

Also as for as some people thinks, the ball field was here before we were, thats not true. I'll tell you, our house was the first one on this street, & we were <sup>married</sup> 66 yrs on July 10<sup>th</sup>, Also my neighbor works her tail off to keep her yard looking great & she has been here since 8-27-2000, a little longer than some people say she was here just 3 years. Get your facts straight before you make a comment!

P.S. On Saturday July 18<sup>th</sup> 5:45 P.M. The Big girls were practicing to put the ball toward our house. (Why there coach would do such a thing, I have NO CLUE. In the first place, when this field was built, we were told it was to be a practice field for the small girls (just starting) well, that never happened!

The bigger girls on a team hit 2 balls in our front yard. The first one By My Huskards Ramp & the 2<sup>nd</sup> one almost hit our living room window, when he sleeps in a hospice bed.

Did you ever think that ramp was there as a sign that someone was ill? He has had parkinsons for 22 yrs & on Hospice for 1 year. Please have some consideration for someone besides yourselves. Sincerely,

Mary Bixler

P.S. When Shirley & Stanley Mudy were in charge, we didn't have this problem!

July 17, 2020

'20 JUL 21 12:07PM

Town of Cedar Lake

ATTN:Town Council Members

Members,

This letter has been sent to you in hopes of clarifying the issues that have arisen between the Cedar Lake Girls Softball and the residents of the adjacent subdivision to the west of the fields.

Very importantly, the residents agree in the importance of the girls softball program, as it's part of summer to the players. The fields have been here for years, but the homes in this subdivision have been here much longer. We have tried to deal with the excessive traffic, speeding, constant turn arounds, illegal parking, noise, trash, and very bright lights shining in our windows, but problems are increasing as the program is expanding. These fields are in the backyards of some residents homes, and some consideration, cooperation, and respect for the people and property is needed.

There is also a parking area issue that is not acceptable. The softball property at the east end of west 134th avenue, which is 19' wide, is a grass lot that we were told would be a warm up area for the players, and the field just to the south of it was to be used for young players and practice, which is not the case. The grass lot is being used as a parking lot, with people walking along the field fence, trespassing on private property, and now property line issues are causing stress and anger. A walkway fence was erected, with part orange snow fence, and part blue rope tied to metal posts, to try to help with foot traffic, but it is unsightly, as is the porta-potty placed next to a house instead of across the property where there are no houses. The parking lot holds at least 30 or 40 cars which come down his street, some speeding, watch the game then leave. the next game starts and another line of cars come down our street, leave in an hour or so, and on and on and on. This happens from 6:30 am, until 9 or 10:00 pm every other week-end. This will go on from June through October. This property is zoned as residential and should be used as residential. We would like to take a week-end walk, maybe with our pets, or ride bikes with our children. We would like to enjoy the summer in our neighborhood safely. Objectionable influences have destroyed the enjoyment, comfort, safety, and the ordinary, peaceful use of our property.

The efforts that have been made to ease the tension between the parties is appreciated, but they fall short. The parking lot is a disaster to us, and should be closed. Speeding needs to be controlled, and all of the other issues brought up in my letter greatly matter to our us. We are asking for a speedy resolution. In addition, the following codes have been questioned and should be investigated.

>70:19 (A2)      >72:03 (A2)      >72:10      >72:15      >92:07      >92:08      >93:05      >93:50 (D-(E)

Sincerely,

