



**TOWN COUNCIL  
PUBLIC MEETING AMENDED AGENDA  
October 6, 2020 - 7:00 PM**

In accordance with the Governor's Executive order relating to COVID-19, we have arranged a live stream of tonight's meeting at <https://cedarlakein.org/view-town-meetings/>. You must join the meeting through the link to participate during public comment. Please keep your comments civil and constructive to the public policy issues.

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

**CALL TO ORDER/ROLL CALL:**

**TOWN COUNCIL:**

\_\_\_ Robert H. Carnahan, Ward 1  
\_\_\_ John Foreman, Ward 2  
\_\_\_ Ralph Miller, Ward 4  
\_\_\_ Colleen Schieben, Ward 6  
\_\_\_ Richard Sharpe, Ward 7

\_\_\_ Julie Rivera, Ward 3, Vice-President  
\_\_\_ Randell Niemeyer, Ward 5, President  
\_\_\_ Jennifer Sandberg, Clerk-Treasurer  
\_\_\_ Jill Murr, Town Administrator  
\_\_\_ David Austgen, Town Attorney

**OATH OF OFFICE: Firefighter/EMT & Volunteer – Kennedy Jackson**

**PUBLIC HEARING: Ordinance No. 1366 – Y2021 Budget – First Reading**

- a. Gateway Notice
- b. Introduction, Clerk-Treasurer
- c. Presentation
- d. Reading of Ordinance No. 1366
- e. Public Comment
- f. Town Council Discussion
- g. Town Council Decision

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	-

**PUBLIC COMMENT** (*on agenda items*):

**CONSENT AGENDA:**

1. **Minutes:** September 1, September 15 & September 23, 2020
2. **Claims:** All Town Funds: \$113,813.52; Wastewater Operating: \$240,616.77; Sewer Sinking: \$36,400.00; Water Utility: \$37,023.38; Storm Water: \$7,037.03; 2017 RDA A Construction: \$39,470.00; and Payroll: September 17, 2020 and October 1, 2020 - \$470,109.07
3. **Donations:** Root Brothers (in-kind donation of sanitizer valued at \$4,700)
4. **Town Hall Building Use:** Election Day (11.3.20 – 5a to 6:30p)
5. **Clubhouse Use & Fee Waiver:** Cub Scouts (Mondays 5:30-7:30p – see request for dates)

Town Council Public Meeting

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**6. Town Grounds Use & Fee Waiver: Veteran Reaction Force/Bryan Jones (Oct 17, 2020)**

Motion to accept and waive the reading of the Minutes, accept the Consent Agenda as listed.

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	-

**ORDINANCES & RESOLUTIONS:**

**1. Ordinance No. 1359 – Hanover Community School Corporation Annexation**

*First reading - September 1, 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. 1363 – Public Way Vacation – Rago**

*First reading - September 15, 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	-

**3. Ordinance No. 1364 - Y2020 Salary Amendment**

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. Ordinance No. 1365 - Job Description Amendment**

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	-

**5. Ordinance No. 1367 - Rezone (12828 Wicker Ave) - Davids**

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	-

**6. Resolution No. 1270 – Signatory Authorization**

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	-

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## 7. Resolution No. 1271 – PERF Resolution

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	-

## BZA/PLAN:

### 1. Use Commitment – Precision Property LLC (13220 Lindberg Place)

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. Owner/Petitioner: Zbigniew & Malgozata Czyzewski – 13130 Wicker Ave – Special Use Variance

The Board of Zoning Appeals certifies a **Favorable** Recommendation to the Town Council for the requested **Special Use Variance** to allow the Owner/Petitioner: **Zbigniew & Malgozata Czyzewski**, to operate a sales office for ZMC Auto Sales, Inc., a B-3 Zoning District use in a B-2 Zoning District classification parcel, contingent upon an acceptable site plan being presented with the Building Permit/Occupancy Permit Application, and Department approval, and the following conditions, namely: Three (3) delineated and Code compliant parking spaces; No vehicles shall be parked on the premises for sale; There shall be no alternations to the grade of the property; An eight foot (8') arborvitae planting shall be placed along the west side of the property; the semi-trailer currently on the property shall be removed; no other similar vehicle parking shall be on the subject parcel; the only parking or storage shall be for the camper currently store in the back yard; and this Special Use Variance is granted for this Petitioner/Owner and no other. This approval granted shall lapse and terminate in the even that the Owner/Petitioner changes, either individually or by any type of business entity, by a vote of **5 in favor and 0 against**.

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. Letter of Credit: Centennial Phase 15

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. Employment Contract

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	-

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**2. Lake Shore Drive/Cline – Change Order 6**

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. Lake Shore Drive/Cline – Final Inspection and Recommendation for Acceptance**

*Deferred from September 15, 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	-

**4. Town Club Outlet Drainage Improvements – Change Order 1**

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	-

**5. High Grove Subdivision Improvements – Change Order 4**

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	-

**6. Special Event – Thrive Sport 5K (October 31, 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	-

**7. Special Event – 2 Old Goats Market - 12615 Wicker Ave (October 10, 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	-

**8. Community Crossing Matching Grant Application 2020-02**

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	-

**9. Park & Recreation Impact Fee Consultant (Arsh Group)**

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	-

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**10. Park & Recreation Impact Fee Committee Member Appointments**

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	-

**11. Y2020 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	-

**12. Appraisal Proposals – Miller & Vale**

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	-

**13. Board of Safety – Police Department New Officers**

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
  - b. Street Committee
  - c. Park & Recreation
2. Town Attorney
3. Clerk-Treasurer
4. Town Administrator
5. Director of Operations
6. Police Department
7. Fire Department

**WRITTEN COMMUNICATION:**

1. Christopher B Burke LLC Report

**PUBLIC COMMENT:**

**ADJOURNMENT:**

**PRESS SESSION:**

**NEXT MEETING: Tuesday, October 20, 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.*

## NOTICE TO TAXPAYERS

The **Notice to Taxpayers** is available online at [www.budgetnotices.in.gov](http://www.budgetnotices.in.gov) or by calling (888) 739-9826.

Complete details of budget estimates by fund and/or department may be seen by visiting the office of this unit of government at **7408 Constitution Avenue, Cedar Lake, IN 46303**.

Notice is hereby given to taxpayers of **CEDAR LAKE CIVIL TOWN, Lake County**, Indiana that the proper officers of **Cedar Lake Civil Town** will conduct a public hearing on the year **2021** budget. Following this meeting, any ten or more taxpayers may object to a budget, tax rate, or tax levy by filing an objection petition with the proper officers of **Cedar Lake Civil Town** not more than seven days after the hearing. The objection petition must identify the provisions of the budget, tax rate, or tax levy to which taxpayers object. If a petition is filed, **Cedar Lake Civil Town** shall adopt with the budget a finding concerning the objections in the petition and testimony presented. Following the aforementioned hearing, the proper officers of **Cedar Lake Civil Town** will meet to adopt the following budget:

Public Hearing Date	Tuesday, October 06, 2020
Public Hearing Time	7:00 PM
Public Hearing Location	7408 Constitution Avenue, Cedar Lake, IN 46303
Estimated Civil Max Levy	\$3,066,393
Property Tax Cap Credit Estimate	\$224,800

Adoption Meeting Date	Tuesday, October 20, 2020
Adoption Meeting Time	7:00 PM
Adoption Meeting Location	7408 Constitution Avenue, Cedar Lake, IN 46303

1 Fund Name	2 Budget Estimate	3 Maximum Estimated Funds to be Raised (including appeals and levies exempt from maximum levy limitations)	4 Excessive Levy Appeals	5 Current Tax Levy	6 Levy Percentage Difference (Column 3 / Column 5)
0101-GENERAL	\$5,287,576	\$2,703,625	\$50,000	\$2,617,015	3.31%
0283-LEASE RENTAL PAYMENT	\$593,450	\$688,473	\$0	\$572,022	20.36%
0342-POLICE PENSION	\$187,200	\$0	\$0	\$0	
0706-LOCAL ROAD & STREET	\$195,000	\$0	\$0	\$0	
0708-MOTOR VEHICLE HIGHWAY	\$511,910	\$56,326	\$0	\$0	
2379-CUMULATIVE CAPITAL IMP (CIG TAX)	\$32,500	\$0	\$0	\$0	
2391-CUMULATIVE CAPITAL DEVELOPMENT	\$383,507	\$306,420	\$0	\$300,116	2.10%
2430-REDEVELOPMENT - GENERAL	\$46,390	\$56,326	\$0	\$37,214	51.36%
2482-REDEVELOPMENT BOND	\$376,500	\$222,324	\$0	\$469,382	-52.63%
9500-Lake County Solid Waste	\$29,277	\$0	\$0	\$0	
9501-Casino Gaming	\$109,000	\$0	\$0	\$0	
9502-Park Non-Reverting Operating	\$19,500	\$0	\$0	\$0	
9503-Law Enforcement Continuing Education	\$29,500	\$0	\$0	\$0	
9504-CEDIT	\$255,869	\$0	\$0	\$0	
9505-Tourism Innkeeper's Tax	\$9,450	\$0	\$0	\$0	
9506-LOIT Public Safety	\$225,000	\$0	\$0	\$0	
9507-LOIT 2016 SPECIAL DISTRIBUTION	\$0	\$0	\$0	\$0	
Totals	\$8,291,629	\$4,033,494	\$50,000	\$3,995,749	

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**October 6, 2020**

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ALL TOWN FUNDS	\$113,813.52
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WASTEWATER OPERATING	\$240,616.77
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SEWER SINKING	\$36,400.00
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WATER UTILITY	\$37,023.38
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STORM WATER	\$7,037.03
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2017 RDA A CONSTRUCTION	\$39,470.00
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PAYROLL 9/17/20 & 10/1/20	\$470,109.07
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# TOWN OF CEDAR LAKE

7408 Constitution Avenue, P.O. Box 707, Cedar Lake, IN 46303  
Tel: (219) 374-7400 Fax: (219) 374-8588



## DONATION ACCEPTANCE FORM

Name of Donor: Rebecca Pachniak / Root Brothers MFG & Supply Co.  
Address: 651 Conkey St. Hammond, IN 46324  
Phone: 773-264-5000 x: 206

Type of Donation:

☐ Monetary Donation Amount \$ \_\_\_\_\_

☒ In-Kind Donation (other than monetary)

Description of Donation: Hand Sanitizer  
10 cases 1-gallon semi-gel hand sanitizer w/pump  
10 cases 100ml personal size gel hand sanitizer  
Approximate Value of In-Kind Donation \$ 4,700.00

Comments: \_\_\_\_\_  
\_\_\_\_\_

Rebecca Pachniak  
Signature of Donor

9-23-2020  
Date

### FOR OFFICE USE ONLY

Date Donation Received:

9/23/20

Received by (Name/Title):

Jim K

Date Accepted by Town Council: \_\_\_\_\_



## LAKE COUNTY BOARD OF ELECTIONS AND REGISTRATION

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September 8, 2020

Randy Niemeyer, Council President  
Cedar Lake Town Council  
PO Box 707  
Cedar Lake, Indiana 46303

'20 SEP 14 10:23AM

Dear Mr. Niemeyer:

Once again, as in previous elections, we need your assistance. We would like to request the use of the **Cedar Lake Town Hall** to house our mechanics on **ELECTION DAY, TUESDAY, NOVEMBER 3, 2020** from 5:00 a.m. to 6:30 p.m.

Please verify the telephone number at the **Cedar Lake Town Hall** where we can contact our mechanics:

374-7000 (Extension 123)

Our mechanics will also need the entry code and name of officer on duty.

Please contact Genny Gasparovic (755-3818) to confirm the information listed above. Thank you for your cooperation.

Respectfully,

Michelle Fajman  
Director

LeAnn J. Angerman  
Assistant Director

Cc: Jennifer N. Sandberg

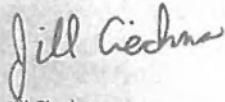
MF/gg

September 11, 2020

To Whom it May Concern:

The Cub Scout Pack 129 is requesting use of the Cedar Lake Clubhouse on Mondays from October 2020 through May 2021. The clubhouse would be utilized from approximately 5:30 P.M. -7:30 P.M. Various dens would be meeting to work on activities and achievements in smaller groups.

Thank you for your consideration,



Jill Ciechna

Dates NOT available during the requested time frame due to previously committed usage:

October - 5, 12, 19, 26

Nov - 2

APPROVAL DATES WOULD INCLUDE THE FOLLOWING:

Nov: 9, 16, 23, 30

Dec: 7, 14, 21, 28

Jan: 4, 11, 18, 25

Feb: 1, 8, 15, 22

Mar: 1, 8, 15, 22, 29

Apr: 5, 12, 19, 26

May: 3, 10, 17, 24, 31

Dear Cedar Lake Town Council,

My name is Bryan Jones. I am the founder of Veteran Reaction Force. We are a Veteran Non- Profit 501.c.3 organization here in Lake county. We are the First Response to Veterans in crisis. We work with local police departments to de escalate Veterans that are in a crisis situation by responding as a Veteran to help a Veteran.

I am writing this request for use of the town grounds on October 17<sup>th</sup> 2020. I would like to have an event for my organization. We would be having a small local motorcycle ride from the town grounds to Lowell and back to the town grounds with stops at three local establishments supporting veterans while we support small local businesses. We will have multiple vendors set up that support Veterans and Law Enforcement. We will be providing food catered by a local business. We will be having a children's costume contest and handing out free pumpkins to children. There will be a donation presentation from a local residents son who raised money by selling wristbands for a veteran organization and a law enforcement organization. He did this all to support local organizations and to give back to the community.

The event would last from 1000 am to 600 pm with time to set up and tear down. We would coordinate with local law enforcement to possibly escort the motorcycle ride if they are available. I will have insurance given the town's requirements for the day. I will not be having alcohol at the town grounds.

If there are any questions about the event or my organization please feel free to contact me at (219) 293-5795 or at [vrf.pres@gmail.com](mailto:vrf.pres@gmail.com).

Thank you,  
Bryan Jones  
Founder/ President  
Veteran Reaction Force

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

**ORDINANCE NO: 1359**

**AN ORDINANCE ANNEXING CERTAIN CONTIGUOUS LAND TO THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AND ALL MATTERS RELATED THERETO.**

**WHEREAS**, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Council"), has received a Petition for Voluntary Annexation to the Town of Cedar Lake; and

**WHEREAS**, the Town Council has reviewed the Petition for Annexation to the Town of Cedar Lake for annexation of approximately 21.25 acres of land into the Town; and

**WHEREAS**, the Town Council seeks to annex certain contiguous territories and property to the Town of Cedar Lake, pursuant to the applicable provisions of I.C. §36-4-3, *et seq.*, as amended from time to time, and more particularly, I.C. §36-4-3-5.1, concerning Voluntary Annexation; and

**WHEREAS**, the Town Council has deemed it to be necessary and appropriate for the future development of the Town of Cedar Lake that said subject parcels for which annexation is sought be annexed do provide for the continued and coherent planned growth and development of the Town; and

**WHEREAS**, the Town Council has duly considered said annexation petition and has determined said annexation to be in the best interests of the health, safety and welfare of the Town of Cedar Lake as the annexation of the subject parcel is necessary for the present and future planned coherent growth of the Town; and

**WHEREAS**, the Town Council has determined that the subject parcel sought to be annexed, well within the prescribed time limits, shall be provided with governmental and proprietary services by the Town in the same manner as those services are provided to areas within the municipal corporate boundaries that have similar topography, patterns of land use, and population density consistent with applicable federal, state and local laws, procedures and planning criteria; and

**WHEREAS**, the Town Council has established a Fiscal Plan by its approval of Resolution No. \_\_\_\_\_ evidencing a definite policy showing:

1. The cost estimate of planned services to the subject parcel to be annexed.
2. The methods of financing the planned services.
3. The plan for the organization and extension of the services.
4. The furnishing of services of a non-capital nature, including police protection, fire protection, and street and road maintenance to the territory within one (1) year from the effective date of the annexation, which service shall be in a manner equivalent in standard and scope to those non-capital services provided to areas within the Town

- of Cedar Lake.
5. The furnishing of services of a capital nature, including, but not limited to, street construction, street lighting, sewer facilities, water facilities, lighting, and stormwater drainage facilities, in the same manner as is available to other parcels and properties in the vicinity, which services and facilities will be provided at the cost of the Petitioner, to the annexed territory within three (3) years after the effective date of annexation in the manner as those services are provided to areas within the municipal corporate boundaries of the Town.

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

**SECTION ONE:** That the subject parcel(s) described on the attached Exhibit “A”, which are deemed contiguous to the Town of Cedar Lake, be, and the same hereby are annexed to, and made part of, the Town of Cedar Lake, Lake County, Indiana.

**SECTION TWO:** That subject to the terms and provisions herein, this Annexation Ordinance shall become final thirty (30) days after adoption, filing, recordation and publication thereof, and the effective date of the annexation shall be in conformance with applicable law.

**SECTION THREE:** That the subject parcel(s), as set forth on the attached Exhibit “A”, shall be annexed with an Agricultural Zoning District Classification for the parcel and property.

**SECTION FOUR:** That the parcel of real estate sought to be annexed will be assigned to Ward 5 as a voting district in the Town of Cedar Lake, Lake County, Indiana, pursuant to the provisions of I.C. §36-4-3-4(g), as amended.

**SECTION FIVE:** That the Clerk-Treasurer of the Town is hereby directed to cause this Voluntary Annexation Ordinance to be published one (1) time, within thirty (30) days from the date of the adoption of this Ordinance, in conformance with applicable law, as amended from time to time.

**SECTION SIX:** That all existing Town Code Sections and 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 SEVEN:** 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 EIGHT:** That this Ordinance shall take effect, and be in full force and effect, from and after its passage and adoption by the Town Council of the Town of Cedar Lake, Lake County, Indiana, and publication in conformance with applicable law, subject expressly upon the conditions precedent set forth herein, as well as in the Petition for Voluntary Annexation and Fiscal Policy approved in this proceeding upon which this Ordinance adoption is premised.

**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

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

\_\_\_\_\_  
Colleen Schieben, Member

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

ATTEST:

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

### **EXHIBT "A"**

The North 21.25 acres of the Northwest Quarter of the Southwest Quarter of Section 33, Township 34 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, being more particularly described as follows: Commencing at the Northwest corner of the Southwest Quarter of said Section 33; thence South  $89^{\circ} 14' 33''$  East along the North line of said Southwest Quarter, 1330.02 feet to the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 33; thence South  $00^{\circ} 08' 59''$  West along the East line of said Northwest Quarter, 696.50 feet; thence North  $89^{\circ} 14' 33''$  West parallel to the North line of the Southwest Quarter of said Section 33, 1329.36 feet more or less, to the West line of said Section 33; thence North  $00^{\circ} 05' 45''$  East along said West line 696.51 feet, to the Point of Beginning. Containing 21.25 acres more or less.



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

**ORDINANCE NO. 1363**

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

**WHEREAS**, on the 17<sup>th</sup> day of August, 2020, the Owner of real property located in the Town of Cedar Lake, Lake County, Indiana, legally described in Exhibit "A" attached hereto, petitioned the Town Council of the Town of Cedar Lake, Lake County, Indiana, to vacate a platted walkway legally described in Exhibit "A" attached hereto; and

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

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

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

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

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

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

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

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

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

**ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN OF COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA ON 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

\_\_\_\_\_  
Colleen Schieben, Member

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

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

**ATTEST:**

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

**EXHIBIT A**

**LEGAL DESCRIPTION:**

ALL THAT PART OF A PATH EASEMENT AS SHOWN ON THE RECORDED PLAT OF LAKE SHORE ADDITION TO THE TOWN OF CEDAR LAKE, INDIANA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 20, PAGE 9 IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF OUTLOT 20 IN SAID LAKE SHORE ADDITION; THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF OUTLOT 20 AND OUTLOT 21 IN SAID LAKE SHORE ADDITION BEING A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1872.23 FEET, AN ARC LENGTH OF 50.06 FEET (CHORD BEARING NORTH 24 DEGREES 06 MINUTES 01 SECONDS WEST A CHORD LENGTH OF 50.06 FEET), TO THE NORTHEAST CORNER OF SAID OUTLOT 21; THENCE NORTH 72 DEGREES 12 MINUTES 39 SECONDS EAST ALONG THE NORTHEASTERLY EXTENSION OF THE NORTHERLY LINE OF SAID OUTLOT 21, A DISTANCE IS 10.08 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1882.23 FEET: THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 50.06 FEET BEING PARALLEL WITH AND 10.00 FEET NORTHEASTERLY OF THE NORTHEASTERLY LINE OF SAID OUTLOT 20 AND OUTLOT 21; THENCE SOUTH 72 DEGREES 12 MINUTES 39 SECONDS WEST ALONG THE NORTHEASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID OUTLOT 20, A DISTANCE OF 10.05 FEET TO THE POINT OF BEGINNING.

# Town of Cedar Lake

## Public Way Vacation Application

1. List the street name and block or general vicinity of the public way vacation request.  
8448 W. 139th Avenue, Cedar Lake, Indiana
2. List all property tax key numbers relating to address or general vicinity of public way listed in item 1. Also, attach to this application a plat of survey and a full legal description of public way involved in this request. The legal description shall be prepared by a certified engineer or land surveyor.

SEE ATTACHED

3. Indicate the reason(s) for your request to vacate the public way described in item 2.  
There exists a platted public walkway (path) that intersects our two lots (Lots 20 and 21) and needs to be vacated so that we can construct a planned deck that spans the walkway.

Property Owner(s) Information		Petitioner(s) Information (If different than owner.)	
Name(s)	John C. & Dorys Jean Rago	Name(s)	SAME
Mailing Address	8448 W. 139th Avenue	Mailing Address	
City, State, Zip	Cedar Lake, Indiana 46303	City, State, Zip	
Phone	(708) 829-3213	Phone	
Alternate Phone		Alternate Phone	
Fax		Fax	

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

Signature of Owner(s):

STATE OF INDIANA )

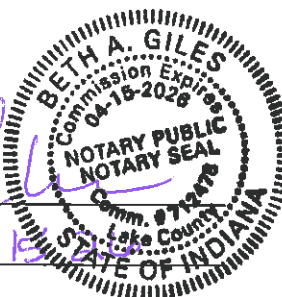
) SS:

COUNTY OF LAKE )

Subscribed and sworn to before me this 17th day of August, 2020

Notary Public

My Commission Expires 4.15.21



Signature of Petitioner(s):

STATE OF INDIANA )

) SS:

COUNTY OF LAKE )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

My Commission Expires \_\_\_\_\_

### **LEGAL DESCRIPTION**

ALL THAT PART OF A PATH EASEMENT AS SHOWN ON THE RECORDED PLAT OF LAKE SHORE ADDITION TO THE TOWN OF CEDAR LAKE, INDIANA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 20, PAGE 9 IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF OUTLOT 20 IN SAID LAKE SHORE ADDITION; THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF OUTLOT 20 AND OUTLOT 21 IN SAID LAKE SHORE ADDITION BEING A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1872.23 FEET, AN ARC LENGTH OF 50.06 FEET (CHORD BEARING NORTH 24 DEGREES 06 MINUTES 01 SECONDS WEST A CHORD LENGTH OF 50.06 FEET), TO THE NORTHEAST CORNER OF SAID OUTLOT 21; THENCE NORTH 72 DEGREES 12 MINUTES 39 SECONDS EAST ALONG THE NORTHEASTERLY EXTENSION OF THE NORTHERLY LINE OF SAID OUTLOT 21, A DISTANCE IS 10.08 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1882.23 FEET: THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 50.06 FEET BEING PARALLEL WITH AND 10.00 FEET NORTHEASTERLY OF THE NORTHEASTERLY LINE OF SAID OUTLOT 20 AND OUTLOT 21; THENCE SOUTH 72 DEGREES 12 MINUTES 39 SECONDS WEST ALONG THE NORTHEASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID OUTLOT 20, A DISTANCE OF 10.05 FEET TO THE POINT OF BEGINNING.

# **SURVEYOR'S REPORT:**

This Plat represents a Retacement Survey of the Parcel described in the "Subject Parcel" section of this survey.

## **THEORY OF LOCATION:**

This Survey is based on the locations of called-for and uncalled-for monuments found at or near the corners of the subject parcel, and at or near the corners of adjacent parcels as shown herein.

Reference was made to the following:

1. A record Subdivision Plat of Cedar Lake Addition to Cedar Lake, Indiana, as per plat thereof, recorded in Plat Book 106, Page 46, and under Instrument No. 2013-053720, dated July 23, 2013, in the Office of the Recorder of Lake County, Indiana.
2. A Plat of Survey of the Subject Parcel, performed by Anthony D. Smirciak (J.L.S. No. LS299000129), dated July 21, 2016, and under Job Number 16-322.
3. A record Subdivision Plat of Lake Shore Addition to the Town of Cedar Lake as per plat thereof, recorded in Plat Book 20, Page 06, in the Office of the Recorder of Lake County, Indiana.

The purpose of this Plat of Survey was to perform a retracement survey of the above described parcels of land. A search was performed throughout the surveyed parcel and surrounding parcels of land for boundary corner monuments and the results of said search are shown herein. The basis of bearings for this survey was the bearings on the lines taken from reference plat 2. I found boundary corners shown on reference plat 1 and 2 which matched with the distances shown on reference plat 3.

## **A.) AVAILABILITY OF MONUMENTS:**

Uncertainties in Monument locations are noted in detail on the monument table.

## **B.) OCCUPATION AND POSSESSION:**

The apparent uncertainties resulted due to occupation or possession lines, are the fences shown in detail on the survey.

## **C.) CLARITY OR AMBIGUITY OF RECORD DESCRIPTIONS:**

No apparent ambiguity in the record description of the subject parcel.

## **D.) RELATIVE POSITIONAL ACCURACY (due to random errors in measurements):**

The survey performed met the requirements of a SUBURBAN SURVEY according to the ERS IAC 1.1 - 12 in sec. The allowable relative positional accuracy is not less than 0.13 feet (40 millimeters) plus 100 parts per million for set monuments.

# **PLAT OF SURVEY**

**SUBJECT PARCEL LEGAL DESCRIPTION (AS PER WARRANTY DEED NO. 2018-065542, RECORDED ON SEPTEMBER 24, 2018 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA):**

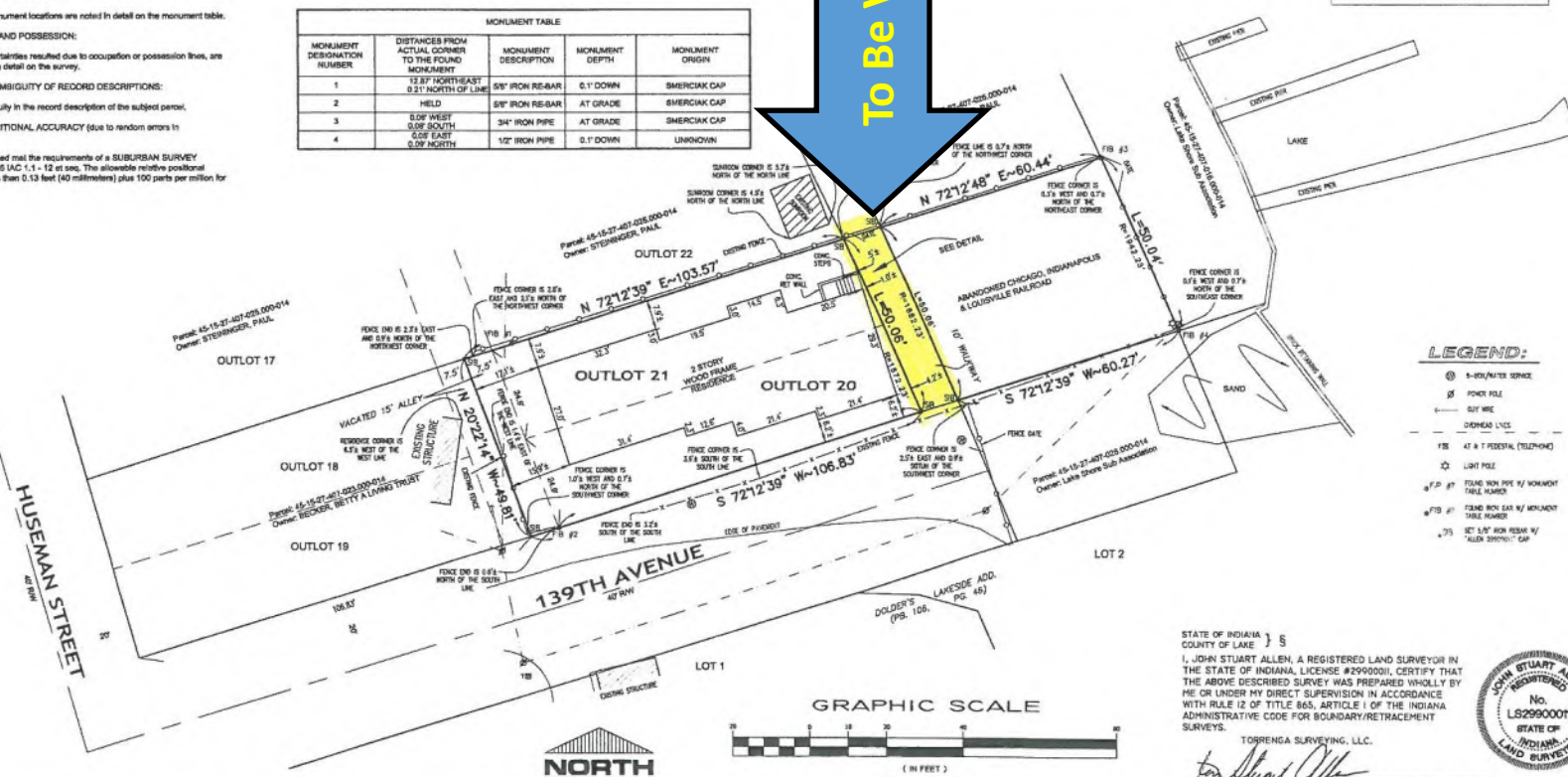
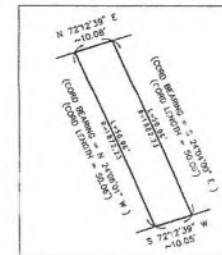
OUTLOTS 20 AND 21, IN LAKE SHORE ADDITION TO CEDAR LAKE, INDIANA, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, AS THE SAME APPEARS OF RECORD IN PLAT BOOK 20, PAGE 9, IN THE RECORDER'S OFFICE IN LAKE COUNTY; AND PART OF THE ABANDONED RIGHT OF WAY OF THE CHICAGO, INDIANAPOLIS AND LOUISVILLE RAILROAD, IN THE SOUTH HALF OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN TO WIT: BEGINNING AT THE NORTHEAST CORNER OF OUTLOT 20 TO CEDAR LAKE, INDIANA (AS SAID SUBDIVISION APPEARS OF RECORD IN PLAT BOOK 20, PAGE 9); THENCE EASTERLY 70 FEET ON THE SOUTH LINE OF SAID OUTLOT 20 EXTENDED, TO A POINT 70 FEET EASTERLY OF THE SOUTHEAST CORNER OF OUTLOT 20 IN SAID LAKE SHORE ADDITION TO CEDAR LAKE; THENCE WESTERLY 70 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT 20; THENCE NORTHERLY 10 FEET THEREOF BY PARALLEL LINES, IN LAKE COUNTY, INDIANA, AND THE EASTERLY LAKE SHORE ADDITION TO CEDAR LAKE.

## **DESCRIPTION OF 10.0 FOOT STRIP TO BE VACATED:**

All that part of a Path Easement as shown on the recorded plat of Lake Shore Addition to the Town of Cedar Lake, Recorder, Lake County, Indiana, more particularly described as follows: Beginning at the Southeast corner of Outlot 20 and Outlot 21 in said Lake Shore Addition being a curve concave to the Southwest and having a radius of 10.0 feet (10.00 feet), to the Northwest corner of said Outlot 21; thence Northwesterly line of said Outlot 21, a distance is 10.08 feet to a point on a curve concave to the Southwest and having a radius of 50.08 feet being parallel with and 10.00 feet Northwesterly of the Northwesterly line of said Outlot 20 and Outlot 21; thence Northwesterly extension of the Southerly line of said Outlot 20, a distance of 10.05 feet to the Point of Beginning.

MONUMENT TABLE				
MONUMENT DESIGNATION NUMBER	DISTANCES FROM ACTUAL CORNER TO THE FOUND MONUMENT	MONUMENT DESCRIPTION	MONUMENT DEPTH	MONUMENT ORIGIN
1	12.87' NORTH-EAST 0.21' NORTH OF LINE	5/8" IRON RE-BAR	0.1' DOWN	SMERICIAK CAP
2	HELD	5/8" IRON RE-BAR	AT GRADE	SMERICIAK CAP
3	0.08' WEST 0.08' SOUTH	3/4" IRON PIPE	AT GRADE	SMERICIAK CAP
4	0.08' EAST 0.09' NORTH	1/2" IRON PIPE	0.1' DOWN	UNKNOWN

## **DETAIL OF PROPOSED VACATION**



STATE OF INDIANA }  
COUNTY OF LAKE }  
I, JOHN STUART ALLEN, A REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA, LICENSE #2990001, CERTIFY THAT THE ABOVE DESCRIBED SURVEY WAS PREPARED WHOLLY BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH RULE 12 OF TITLE 865, ARTICLE I OF THE INDIANA ADMINISTRATIVE CODE FOR BOUNDARY/RETRACEMENT SURVEYS.

TORRENGA SURVEYING, LLC.

John Stuart Allen  
John Stuart Allen - Registered Land Surveyor No. LS2990001



CLIENT: JOHN RAGO

DATE: JULY 10, 2018

JOB NO: 2020-0368  
SCALE: 1"=20'  
DRAWN: QP

20/Lake Shore Addition Cedar Lake 25-Paving Lots 25 & 21 2018-0368.dwg 6/16/2020 2:00:00 PM CST

**PLAT OF SURVEY**  
**LAKE SHORE ADDITION**  
8448 W. 139TH AVENUE  
IN THE TOWN OF CEDAR LAKE, INDIANA  
LAKE COUNTY, INDIANA

**TORRENGA SURVEYING, LLC**  
**PROFESSIONAL LAND SURVEYORS**  
907 RIDGE ROAD, MUNSTER, INDIANA 46321

TEL. NO.: (219) 834-8918

WEBSITE: WWW.TORRENGA.COM





## RAGO PUBLIC VACATION





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

**ORDINANCE NO. 1364**

**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. 1344, as amended from time to time, to read and provide as follows:

**Town Administration**

Town Manager	Salaried, Executive	\$3,461.54 bi-weekly payable 40/35/10/10/5 General/Wastewater/Water/Stormwater/RDC
--------------	---------------------	--

**Planning, Zoning & Building**

Planning Director	Salaried, Executive	\$2,773.08 bi-weekly payable 25/25/25/25 General/Wastewater/Water/Stormwater
-------------------	---------------------	--

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

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

**SECTION FOUR:** That this Ordinance shall take effect, and be in full force and effect, from and after its passage 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**

**ORDINANCE NO. 1367**

**AN ORDINANCE RECLASSIFYING CERTAIN LANDS IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, FOR ZONING PURPOSES, AND AMENDING TOWN ORDINANCE NO. 496, BEING:**

**"AN ORDINANCE REPLACING ZONING ORDINANCE NO. 278, ENTITLED CEDAR LAKE, INDIANA, ZONING ORDINANCE, PASSED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF CEDAR LAKE, INDIANA, AND ALL AMENDMENTS PASSED SUBSEQUENT THERETO, REPEALING ZONING ORDINANCE NO. 278, ALL AMENDMENTS THERETO, AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith, ESTABLISHING NEW COMPREHENSIVE ZONING REGULATIONS FOR THE TOWN OF CEDAR LAKE, AND PROVIDING FOR THE ADMINISTRATION, ENFORCEMENT AND AMENDMENT THEREOF, IN ACCORDANCE WITH THE PROVISIONS OF THE INDIANA STATE STATUTES."**

**PASSED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, THE 13TH DAY OF DECEMBER, 1989, AND ALL AMENDMENTS PASSED SUBSEQUENT THERETO.**

**WHEREAS**, the Town Council of the Town of Cedar Lake, Lake County, Indiana, did, on the 13th day of December, 1989, pass a Zoning Ordinance designated as Town Ordinance No. 496; and

**WHEREAS**, the Plan Commission of the Town of Cedar Lake, Lake County, Indiana, has been petitioned by the Owners of certain real property located in the Town of Cedar Lake, Lake County, Indiana, to rezone from the current zoning district classification of said property, Title VIII - Residential (R-2) Zoning District, to Title XII -Neighborhood Business (B-1) Zoning District classification; and

**WHEREAS**, the Plan Commission of the Town of Cedar Lake, Lake County, Indiana, has favorably recommended that Town Zoning Ordinance No. 496 be amended and modified in order that the use of the real property hereinafter described shall be made more consistent with the Comprehensive Plan, the surrounding zoning districts, and the current and prospective uses of the real property within the area, and that said parcels of real property be reclassified; and

**WHEREAS**, the Plan Commission of the Town of Cedar Lake, Lake County, Indiana, did, on the 16<sup>th</sup> day of September, 2020, pursuant to published notice as required by applicable law, hold a Public Hearing on the advisability and necessity of rezoning said property as petitioned for by the Owners of said property.

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

**SECTION ONE:** That Town Zoning Ordinance No. 496, all amendments to Zoning Ordinance No. 496 passed subsequent thereto, and the Town of Cedar Lake Zoning Map are all amended by changing the Zoning District Classification of the following described parcel of real property, all lying within the Municipal Corporate limits of the Town of Cedar Lake, Lake County, Indiana, namely:

See attached legal description attached as Exhibit "A", hereto

from Title VIII - Residential (R-2) Zoning District Classification, to Title XII -Neighborhood Business (B-1) Zoning District Classification.

**SECTION TWO:** 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 THREE:** That this Ordinance shall take effect, and be in full force and effect, from and after its passage and adoption by the Town Council of the Town of Cedar Lake, Lake County, Indiana, and compliance with all conditions of approval and adoption by the Owners and Petitioners.

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

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

\_\_\_\_\_  
Randell C. Niemeyer, Town Council President

\_\_\_\_\_  
Julie A. Rivera, Town Council Vice-President

\_\_\_\_\_  
Robert H. Carnahan, Town Council Member

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

\_\_\_\_\_  
Colleen Schieben, Town Council Member

\_\_\_\_\_  
Ralph Miller, Town Council Member

\_\_\_\_\_  
Richard Sharpe, Town Council Member

ATTEST:

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

EXHIBIT "A"  
LEGAL DESCRIPTION

PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING 50 FEET WEST AND 300 FEET NORTH OF THE SOUTHEAST CORNER THEREOF, THENCE WEST 653.4 FEET; THENCE NORTH 133.333 FEET; THENCE EAST 653.4 FEET; THENCE SOUTH 133.333 FEET TO THE PLACE OF BEGINNING.

Commonly known as: 12828 Wicker Ave, Cedar Lake, IN 46303  
Tax Key #: 45-15-20-278-024.000-014

STATE OF INDIANA     )  
                                      ) SS:  
COUNTY OF LAKE        )

CERTIFICATION

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

Pursuant to the requirements of applicable law, the Plan Commission of the Town of Cedar Lake, Lake County, Indiana, by its duly designated representative, hereby CERTIFIES to the Cedar Lake Town Council the application of Owners and Petitioners, **Lance & Jill Davids**, for the **Rezone** being sought from Zoning Ordinance No. 496, as amended, from the current zoning of said property, Title VIII – Residential (R-2) Zoning District to Title XII Neighborhood Business (B-1) Zoning District. The property is located in the vicinity of 12828 Wicker Avenue, Cedar Lake, IN 46303, and is legally described as:

PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING 50 FEET WEST AND 300 FEET NORTH OF THE SOUTHEAST CORNER THEREOF, THENCE WEST 653.4 FEET; THENCE NORTH 133.333 FEET; THENCE EAST 653.4 FEET; THENCE SOUTH 133.333 FEET TO THE PLACE OF BEGINNING.

The Cedar Lake Plan Commission hereby certifies its **Favorable Recommendation** to the Town Council for approval of a Residential (R-2) Zoning District amendment.

This Favorable Recommendation Certification is approved by a vote of **6** in favor, and **0** opposed, upon motion duly made and seconded, at the Plan Commission public meeting held on September 16, 2020.

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

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

ATTEST:

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

**Resolution No. 1270**

**Signatory Authorization Resolution**

Whereas, the Town of Cedar Lake, Indiana (the “Participant”) has plans for a drinking water infrastructure improvement project to meet State and Federal regulations, such as the Safe Drinking Water Act, and the Participant intends to proceed with the construction of such project:

Now, therefore, be it resolved by the Town Council, the governing body of the Participant, that:

1. Randell C. Niemeyer, the Town Council President be authorized to make application for a State Revolving Fund Loan (“SRF Loan”) and provide the SRF Loan Program such information, data and documents pertaining to the loan process as may be required, and otherwise act as the authorized representative of the Participant; and
2. The Participant agrees to comply with State and Federal requirements as they pertain to the SRF Loan Program; and
3. Two certified copies of this Resolution be prepared and submitted as part of the Participant’s Preliminary Engineering Report.

**ADOPTED AND PASSED 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

**RESOLUTION ELECTING TO JOIN THE PUBLIC EMPLOYEES' RETIREMENT FUND  
AS ADMINISTERED BY THE  
INDIANA PUBLIC RETIREMENT SYSTEM**

WHEREAS, the Cedar Lake Town Council is the governing body of the Town of Cedar Lake, a political subdivision or miscellaneous participating entity in the STATE OF INDIANA; and

WHEREAS, for the purposes of this document and interpretation of statutes governing the Public Employees Retirement Fund ("PERF"), "Plan" refers to the public employees' defined contribution plan under IC 5-10.3-12 ("PERF My Choice: Retirement Savings Plan"). "Fund" refers to the PERF Hybrid defined benefit pension fund ("PERF Hybrid").

WHEREAS, political subdivisions may participate in the PERF My Choice: Retirement Savings Plan and choose whether employees are required to become members of the **Plan**, the **Fund** or may choose membership in either the **Plan** or the **Fund**.

WHEREAS, The governing body is fully cognizant that, if it is resolved that the governing body will place any employees in the **Fund**, the percentage of cost of gross annual payroll of covered employees has been set at 11.2 % by the actuary of the Fund, and that the Board of Trustees of the Indiana Public Retirement System directs the actuary to annually review the status of the employees covered and shall adjust the cost percentage accordingly so that the Fund will remain on an actuarially sound basis; and

WHEREAS, The governing body is fully cognizant that, if it is resolved that the governing body will require employees to enter the **Plan** or offer employees a choice between **Fund** and **Plan** membership, the governing body shall submit a resolution with the following information regarding their participation in the **Plan**:

1. Specify the political subdivision's contribution rate to the plan as a percentage of each member's compensation AND pay such contributions as required under IC 5-10.3-12-23; and IC 5-10.3-12-24.5. Such rates must be greater than or equal to zero percent (0%) and may not exceed the percentage that would produce the normal cost for participation in the fund under IC 5-10.2-2-11.
2. Specify the political subdivision's matching rate that is the percentage of each member's additional contributions to the plan that the political subdivision will match. A political subdivision may specify only:
  - (1) Zero percent (0%); or
  - (2) Fifty percent (50%).
3. Specify whether the political subdivision will pay any part of a member's contribution on behalf of the member.
4. Specify whether employees will automatically be enrolled in the **Fund** or the **Plan** if an eligible employee does not make an affirmative election.

WHEREAS, if such governing body participates in **Fund**, such governing body acknowledges its liability and that, pursuant to law, it and its successors in office, must appropriate sufficient funds each year to retire the employees' prior service liability in an orderly manner and also fund the current cost accruing annually.

WHEREAS, if such governing body participates in **Plan**, such governing body acknowledges its liability and that, pursuant to law, it and its successors in office, must appropriate sufficient funds each year to meet all contribution obligations required by law.

WHEREAS, such governing body acknowledges and agrees to make a supplemental contribution to the fund in an amount necessary to pay the employer's share of the fund's actuarial unfunded liability that other employers would otherwise be required to pay because the employer's employees are becoming members of the plan instead of the fund.

WHEREAS, such governing body acknowledges and agrees, when an employee separates from service before the member is fully vested in the employer contribution subaccount, the amount in the employer contribution subaccount is forfeited as of the date the member separates from service and that such forfeited amounts shall be used to reduce the unfunded accrued liability of the fund as determined under IC 5-10.2-2-11(a)(3) and IC 5-10.2-2-11(a)(4). Employers without an unfunded liability, such as employers joining PERF for the first time and offering only Plan membership, such forfeited amounts will be returned to the employer in the form of a credit to the employer contribution subaccount.

WHEREAS, the General Assembly of the State of Indiana has authorized covered employers to pick-up all or part of members' mandatory contributions.

**NOW THEREFORE, BE IT ORDAINED** by the governing body of the **Town of Cedar Lake** in the State of Indiana:

**SECTION ONE:** The Cedar Lake Town Council elects to become a participating political subdivision or miscellaneous participating entity in the Public Employees' Retirement Fund by including classes of employees as stated below in the coverage under Chapter 340 of the Acts of 1945, and all Acts amendatory thereof and supplemental thereto.

**SECTION TWO:** The Cedar Lake Town Council elects to offer the following retirement plan(s) under the Public Employees' Retirement Fund:

- ☒ PERF Hybrid
- ☐ PERF My Choice: Retirement Savings Plan
- ☐ Both PERF Hybrid and PERF My Choice: Retirement Savings Plan to **all employees**, allowing the employee to choose in which retirement plan the employee will participate, based upon the employee's previous participation in the **Fund** or the **Plan**.
- ☐ PERF My Choice: Retirement Savings Plan, in addition to PERF Hybrid, for which this governing body has already submitted a resolution to join PERF Hybrid.
- ☐



PERF Hybrid only to certain classes of employees and PERF My Choice: Retirement Savings Plan to **certain classes of employees** as set forth in an attached document.

- ☐ Both PERF Hybrid and PERF My Choice: Retirement Savings Plan to certain classes of employees, as set forth in an attached document, allowing those employees to choose in which retirement plan the employee will participate, based upon the employee's previous participation in the **Fund** or the **Plan**.

If PERF My Choice in any format is selected above; please indicate whether PERF Hybrid retirees will be allowed to participate in PERF My Choice. If one of the checkboxes below is not selected, the default will be that no PERF Hybrid retirees will be allowed to participate in PERF My Choice.

- ☐ Yes, PERF Hybrid retirees will be allowed to participate in PERF My Choice
- ☐ No, PERF Hybrid retirees will **not** be allowed to participate in PERF My Choice

**SECTION THREE:** If an employee is eligible to choose membership in either the Fund or the Plan, and that employee fails to make an election within the period set forth in IC 5-10.3-12-20 and 35 IAC 1.3-4-1, said employee will be automatically and irrevocably enrolled in the following plan:

- ☒ PERF Hybrid
- ☐ PERF My Choice: Retirement Savings Plan

**SECTION FOUR:** That, effective as of the 1st day of November, 2020, this participating political subdivision or miscellaneous participating entity shall pick up **all or**

0 % of the mandatory contribution for all or \_\_\_\_\_ employees who are members of PERF. Said employees shall not be entitled to choose to receive the contributed amounts directly instead of having them paid by the employer to the specified pension fund.

#### **CHOOSE EITHER 4A OR 4B**

- ☐ **4A. New Money Pick-Up** - That the above contributions, even though designated as employee contributions for state law purposes, are being paid by the employer in addition to regular compensation as a supplemental contribution that is separate and distinct from the employees' current or future compensation, and in lieu of contributions by the employees. Such contributions will not be included in the gross income of the employees for any tax reporting purposes, such as for federal, state or local income tax withholding, or FICA taxes, until distributed either through a pension benefit or a lump sum payment. These contributions are made on a pre-tax basis and are paid by the employer on behalf of the employee.
- ☒ **4B. Salary Reduction Pick-Up** - That said contributions, even though designated as employee contributions for state law purposes, are being paid by the employer via a reduction in salary. Such contributions will not be included in the gross income of the

employees for certain tax reporting purposes, that is, for federal, state, or local income tax withholding, until distributed either through a pension benefit or a lump sum payment. Such contributions will be included in the gross income of the employees for FICA taxes when they are made. These contributions are made on a pre-tax basis but are paid by the employee through a payroll deduction.

**SECTION FIVE:** The Town of Cedar Lake, as a participating political subdivision, offering the Plan, agrees to pay a contribution rate to the Plan as a percentage of each member's compensation in the amount of NA%. This amount may range from 0% to the percentage that would produce the normal cost for participation in the fund under IC 5-10.2-2-11.

**SECTION SIX:** The Town of Cedar Lake, as a participating political subdivision, offering the Plan, agrees to pay a matching rate in the amount of:

☐ Fifty Percent (50%)

☒ Zero Percent (0%)

which is the percentage of each member's additional voluntary contributions to the Plan that governing body will match.

**SECTION SEVEN:** The positions listed on an attached document are declared covered by the Fund, the Plan, or Both as indicated in the attached document.

**SECTION EIGHT:** It is hereby declared that none of the classifications or positions specified in Section Three are compensated on a fee basis or of an emergency nature, or in a part-time category.

**SECTION NINE:** The active participation membership of the Town of Cedar Lake  
(Name of Political Sub) shall begin on November 01, 2020.

**SECTION TEN:** This resolution shall be in full force and effect from date of passage and upon approval of the Board of Trustees of the Indiana Public Retirement System, except that active participating membership shall begin on the date set forth in Section Nine.

**RESOLUTION ELECTING TO JOIN THE PUBLIC EMPLOYEES' RETIREMENT FUND**

Adopted this 6th day of October, 2020

By:

\_\_\_\_\_

Signature

Title

Printed Name

On Behalf of the Cedar Lake Town Council

**APPENDIX A**

**Select if applicable:**

- ☐ **Fire Chief** who is ineligible for membership in the 1977 Police Officers' and Firefighters' Pension and Disability Fund as provided in IC 36-8-8-7(h) because he/she has a waiver as described in IC 36-8-4-6(c).
- ☐ **Police Chief** who is ineligible for membership in the 1977 Police Officers' and Firefighters' Pension and Disability Fund as provided in IC 36-8-8-7(h) because he/she has a waiver as described in IC 36-8-4-6.5(c).

[illegible]

## APPENDIX B

**Complete if applicable:**

Political subdivisions joining PERF and selecting My Choice for their employees, must specify whether or not they want to give years of participation credit for employees' prior years of service with them as an employer. If they do, the employer must provide a list of employees with the employees' prior years of service with them as an employer prior to them joining My Choice.

[illegible]

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

DATED THIS 6<sup>th</sup> DAY OF OCTOBER, 2020

---

Randell Niemeyer, President

---

Julie Rivera, Vice President

---

Robert H. Carnahan

---

John Foreman

---

Ralph Miller

---

Colleen Schieben

ATTEST:

---

Richard Sharpe

---

Jennifer N. Sandberg, IAMC  
Clerk-Treasurer

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

## USE COMMITMENT

### RECITALS

WHEREAS, Precision Property LLC, an Indiana Limited Liability Company, by Mark Eifel and Brian Patrick, as Members and Applicant herein, is the owner of a parcel of real property located at 13220 Lindberg Place, Cedar Lake, Lake County, Indiana, which parcel of real property is legally described as follows, namely:

(See Exhibit "A" attached hereto)

PIN: 45-15-21-352-013.000-014;

and

WHEREAS, the subject parcel of real property (hereinafter, the "parcel of real property"), owned by Owner and Applicant herein, Precision Property LLC, by Mark Eifel and Brian Patrick (hereinafter, "Applicant"), is a parcel of real property located in a General Business (B-2) Zoning District in the Town of Cedar Lake, Lake County, Indiana; and

WHEREAS, Applicant has applied to the Town of Cedar Lake, through its Department of Planning, Zoning and Building, by Application filed October 11, 2019, for a Use Variance to permit two (2) businesses to be conducted on the parcel of real property described hereinabove; and

WHEREAS, pursuant to the applicable provisions of I.C. § 36-7-4-1015, as amended from time to time, Applicant has been requested to make a Use Commitment concerning the use of the parcel of real estate, and upon such request, Applicant has agreed to make such Use Commitment; and

WHEREAS, pursuant to the provisions of I.C. § 36-7-4-1015, as amended from time to time, Applicant agrees and approves entry into and execution of a written Use Commitment concerning the Use Variance most recently made for Applicant's Use and Occupancy of the parcel of real property described hereinabove.

### COVENANTS

NOW, THEREFORE, in consideration of the approval and issuance of the Use Variance Application of Applicant, Precision Property LLC, an Indiana Limited Liability Company, by Mark Eifel and Brian Patrick, as Members, of the parcel of real property located at 13220 Lindberg Place, Cedar Lake, Lake County, Indiana, which parcel of real property is located in a General Business (B-2) Zoning District in the Town of Cedar Lake, and for other good and valuable consideration, including approval of the Use Variance applied for, the receipt of which is hereby acknowledged, Applicant, Precision Property LLC, an

Indiana Limited Liability Company, by Mark Eifel and Brian Patrick, as Members, does hereby agree as follows:

1. That the following uses and/or conditions of use only, shall be made and permitted for the parcel of real property at 13220 Lindberg Place, Cedar Lake, Lake County, Indiana, as set forth and depicted on the attached Exhibit "B" Site Plan attached hereto, and incorporated herein, namely:

- a. Conditions:
  - Govert Landscaping business shall be the back building away from the street;
  - Lindberg Place parking will be for employees and customers;
  - Govert parking will be in the back;
  - Three (3) parking spaces will be provided for Govert as depicted on Exhibit "B" (see attached plan);
  - Fourteen (14) spaces, for cars being worked on with six (6) customer spaces and two (2) employee parking spaces in the front (there are 22 permitted parking spaces);
  - Six-foot (6') privacy fence required, including between South end of buildings;
  - Seven (7) bays for interior of Applicant business building;
  - All excavating equipment to be removed by the end of the year (2020);
  - Customer Business Hours (open to the public) are 8:00 a.m. to 5:00 p.m. Monday through Friday (with no weekends);
  - All improvements are to be completed by the end of May, 2021 (timeline attached);
  - Asphalt drives and parking shall all be replaced; and
  - Two (2) businesses shall be permitted to operate on a single lot in B-2 Zoning District – an Auto Service Center and Storage (Precision) and Govert Landscaping.
- b. The Business referenced above shall follow and conform to the Site Plan for the parcel of real property submitted by the Applicant in the most recent amendment to Use Variance Application of Applicant. A copy of the approved Site Plan shall be appended to the issued Use Variance. A copy will also be appended to this Use Commitment and included as Exhibit "B" in this recordable instrument.
- c. The Use Variance and Use Commitment issued herein are only for the benefit of Applicant, Precision Property LLC, an Indiana Limited Liability Company, by Mark Eifel and Brian Patrick, as Members, and no other persons or entities except Govert Landscaping as set forth herienabove. There shall be no assignment of the approved Use Variance and Use Commitment herein.

2. That the approved Use Variance for Precision Property LLC, an Indiana Limited Liability Company (land owner), by Mark Eifel and Brian Patrick, as Members, and Precision Autocraft Corp., an Indiana S Corporation by Mark Eifel, for the parcel of real property herein, and the terms of this Use Commitment, shall be binding upon Applicant, Precision Property LLC, an Indiana Limited Liability Company, by Mark Eifel and Brian Patrick, as Members, and all Persons or Parties claiming by or through the Applicant, Precision Property LLC, an Indiana Limited Liability Company, by Mark Eifel and Brian



Patrick, as Members, in the use of the property. It is expressly agreed that said rights under the Use Variance and Use Commitment herein are expressly not transferable pursuant to previous terms of the Use Commitment hereinabove.

3. That the parcel of real property herein, namely, 13220 Lindberg Place, in the Town of Cedar Lake, located in a General Business (B-2) Zoning District of the Town of Cedar Lake, shall in all other respects, conform to the other applicable regulations of the Zoning Ordinance of the Town of Cedar Lake, Lake County, Indiana, as well as the Zoning District Classification in which it is located, each as amended from time to time, and no other, except as provided herein.

4. That this Use Commitment concerning the parcel of real property located at 13220 Lindberg Place, Cedar Lake, and legally described hereinabove, shall be filed and recorded in the Office of the Recorder of Lake County, Indiana, upon its acceptance by the TOWN COUNCIL, in conformance with applicable law.

5. Public Action. This COMMITMENT has been approved by affirmative action of the TOWN COUNCIL of the Town of Cedar Lake, Lake County, Indiana, at a Public Meeting of the TOWN COUNCIL, after a motion duly made and seconded, on the \_\_\_ day of \_\_\_\_\_, 2020, by a vote of \_\_\_ in favor and \_\_\_ against, and whereby the TOWN COUNCIL and Clerk-Treasurer, respectively, were authorized and directed to execute and enter this Agreement on behalf of the TOWN in their representative capacities.

ALL OF WHICH IS AGREED TO THIS 24<sup>th</sup> DAY OF September, 2020

APPLICANTS

Precision Property LLC,  
an Indiana Limited Liability Company

By: \_\_\_\_\_

Mark Eifel, as Member

By: \_\_\_\_\_

Brian Patrick, Member

STATE OF INDIANA)

SS:

COUNTY OF LAKE)

Before me, a Notary Public, in and for said County and State, personally appeared Mark Eifel and Brian Patrick, as Members, of Precision Property LLC, a Indiana Limited Liability Company, acknowledged the execution of the foregoing Instrument. In Witness whereof, I have hereunto subscribed my name and affixed my Official Seal this 24<sup>th</sup> day of September, 2020.

Michelle L. Barnes  
Notary Public



PROOF

Executed and delivered in my presence:

Sheila M. Loomis [witness' signature]  
Sheila M. Loomis [witness' printed name]

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public, this 24<sup>th</sup> day of September, 2020, personally appeared Sheila Loomis [witness name], being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Mark Eifel and Brian Patrick in the above-named subscribing witness' presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.

Michelle L. Barnes  
Notary Public



DEPOSIT  
THE WITHIN... D-PAYEE  
Absence of Endorsement Guarantee  
CNB BANK & TRUST, N.A.  
OAK BROOK, ILLINOIS

**ACCEPTANCE**

The Town Council of the Town of Cedar Lake, Lake County, Indiana, has reviewed the aforementioned Use Commitment and terms contained herein for the real property located at 13220 Lindberg Place, Cedar Lake, Indiana, and hereby accepts the same and authorizes execution of this Acceptance on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Randell C. Niemeyer, President

\_\_\_\_\_  
Julie A. Rivera, Vice-President

\_\_\_\_\_  
Robert H. Carnahan, Member

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

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

\_\_\_\_\_  
Colleen Schieben, Member

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

ATTEST:

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

*I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. This document was prepared by David M. Austgen, AUSTGEN KUIPER JASAITIS P.C., 130 N. Main Street, Crown Point, Indiana 46307.*

STATE OF INDIANA       )  
                                       ) SS:  
 COUNTY OF LAKE        )

### **CERTIFICATION**

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

Pursuant to the requirements of applicable law, the Board of Zoning Appeals of the Town of Cedar Lake, Lake County, Indiana, by its duly designated representative, CERTIFIES the application of **Zbigniew & Malgotzata Czyzewski, Owner/Petitioner**, for a **Special Use Variance** being sought from Zoning Ordinance No. 496, Title XIII-Community Business (B-2) Zoning District for the property located at 13130 Wicker Avenue, Cedar Lake, Indiana, and which is legally described as:

N.91FT OF E.200FT OF S.1030FT E.1/2 SE SE S.20 T.34 R.9 0.415AC. M/L,

and certifies its **Favorable Recommendation** to the Town Council for the requested **Special Use Variance** to allow the Owner/Petitioner, Zbigniew & Malgotzata Czyzewski, to operate a sales office for ZMC Auto Sales, Inc., a B-3 Zoning District use in a B-2 Zoning District classification parcel, contingent upon an acceptable site plan being presented with the Building Permit/Occupancy Permit Application, and Department approval, and the following conditions, namely:

1. Three (3) delineated and Code compliant parking spaces;
2. No vehicles shall be parked on the premises for sale;
3. There shall be no alterations to the grade of the property;
4. An eight foot (8') arborvitae planting shall be placed along the west side of the property;
5. The semi-trailer currently on the property shall be removed; no other similar vehicle parking shall be on the subject parcel;
6. The only parking or storage shall be for the camper currently stored in the back yard; and
7. This Special Use Variance is granted for this Petitioner/Owner, and no other. The approval granted shall lapse and terminate in the event that the Owner/Petitioner changes, either individually or by any type of business entity.

Pursuant to applicable law, including the Town Zoning Ordinance, as amended from time to time, and the provisions of I.C. § 36-7-4-918.4, as amended, the Board of Zoning Appeals further determines the following Findings of Fact appropriate to accompany its Certification, namely:

1. The approval, as certified with conditions, will not be injurious to the public health, safety, morals, and general welfare of the Town;
2. The use and value of the area adjacent to the property included in the variance will not, with the aforesaid conditions, be affected in a substantially adverse manner;
3. The need for the variance arises from conditions peculiar to the subject property;

4. The strict application of the terms of the Town Zoning Ordinance will constitute an unnecessary hardship if applied to the subject property for which this Special Use Variance is sought; and
5. Approval, based upon the conditions certified, does not interfere substantially with the Comprehensive Plan of the Town adopted in conformance with applicable law.

By a vote of **5** in favor and **0** against, upon motion duly made and seconded, at the public meeting held on September 10, 2020.

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

By:

\_\_\_\_\_  
Jeremy Kuiper - President

ATTEST:

\_\_\_\_\_  
Tammy Bilgri,  
Recording Secretary



ORIGINAL

First Midwest Bank  
300 North Hunt Club  
Gurnee, IL 60031-2502

**IRREVOCABLE LETTER OF CREDIT # 215031625-204**

September 5, 2020

Town of Cedar Lake  
Attn: Department of Planning, Zoning and Building  
7408 Constitution Avenue  
Cedar Lake, IN 46303

Re: Phase 15 of the Centennial Subdivision

Gentlemen:


We hereby establish in your favor our Documentary Letter of Credit for the account of North Centennial Development LLC up to an aggregate amount of Eighty Two Thousand Twenty Nine and 20/100 (\$82,029.20) U.S. DOLLARS which is available by presentation of your draft(s) at sight drawn on us bearing the clause: "Drawn under First Midwest Bank Documentary Letter of Credit No. 215031625-204, dated September 5, 2020."

The original of, and any amendments to, this Letter of Credit must accompany all draws. This Letter of Credit will expire at the close of the regular business day on September 5, 2021, and such drafts and any other required documents must be presented for payment and received by us on or before such date.

We hereby engage with drawers and/or bona fide holders that drafts drawn and negotiated in conformity with the terms of this credit will be duly honored on presentation and that drafts accepted in conformity with the terms of this credit will be duly honored at maturity.

This Letter of Credit shall be governed by and construed in accordance with the applicable laws of the State of Indiana, including the Uniform Commercial Code. Unless inconsistent with Indiana law, this Letter of Credit shall be governed by and construed in accordance with the International Standby Practices (ISP 98), as hereby expressly incorporated by reference.

**FIRST MIDWEST BANK**

  
BY: Evangeline Patricio  
ITS: Loan Operations Officer

  
BY: Janet Klinger  
ITS: Asst. Vice President

Saved as: northcentennial204ltr.doc

## ACKNOWLEDGMENT AND ACCEPTANCE

This conveyance is accepted by the Town of Cedar Lake, Lake County, Indiana, after action at the Public Meeting of the Town Council of the Town of Cedar Lake, Lake County, Indiana, and whereby the Town Council President and Town Clerk-Treasurer, respectively, were duly authorized to execute and attest this Acknowledgement and Acceptance.

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

By: \_\_\_\_\_  
Randell C. Niemeyer  
Town Council President

Attest:

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

**TOWN MANAGER**  
**EMPLOYMENT AGREEMENT**

This TOWN MANAGER EMPLOYMENT AGREEMENT (hereinafter "Agreement"), is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, acting by and through its duly elected Legislative Body, the Town Council, (hereinafter "Town"), and RICHARD P. EBERLY (hereinafter "MANAGER").

**RECITALS**

1. The TOWN is a Municipal Corporation located in Lake County, Indiana, which Municipal Corporation is governed by a duly elected Legislative Body known as the Town Council; and
2. The TOWN has established within its government for the benefit of the residents of the Town the job and employment position of Town Manager, as prescribed in Cedar Lake Town Code Sections 31.20, 31.21, and 31.22, respectively; and
3. The TOWN now deems it advisable and in the best interests of the residents of the TOWN for providing the most efficient service to the residents of the Town to employ a qualified person as Town Manager; and
4. The MANAGER is an experienced Public Administrator, and has the qualifications and professional experience to be employed by the TOWN as Town Manager; and
5. The MANAGER has agreed to accept the job and employment position of Cedar Lake Town Manager; and
6. The TOWN seeks to employ the MANAGER as Town Manager of the Town of Cedar Lake, Lake County, Indiana, to benefit from his professional education, training and experience, and to fix his compensation, benefits, and other terms of employment as set forth hereinafter; and
7. The TOWN and MANAGER seek to guard against potential conflicts, problems or disagreements by setting forth hereafter the terms of the employment relationship between them whereby the MANAGER will be employed as Town Manager for the Town of Cedar Lake, Lake County, Indiana.



## COVENANTS

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the performance thereof, and other good and valuable consideration, the receipt of which is hereby acknowledged by the Parties, the Parties agree as follow:

SECTION ONE: Employment. The TOWN hereby employs the MANAGER as Town Manager of the Town of Cedar Lake, Lake County, Indiana, and the MANAGER hereby accepts employment by the TOWN as its Town Manager.

SECTION TWO: Compensation. The TOWN employs MANAGER as Town Manager of the Town of Cedar Lake, Lake County, Indiana, at an annualized compensation of \$90,000.00 in year one, \$95,000.00 in year two, and \$100,000.00 in year three, payable bi-weekly, and from General, Wastewater, Water, Stormwater, and Redevelopment funds of the Town as directed by the Town Council. Future adjustments shall be established and adjusted from time to time thereafter by additions to be determined by the Council, payable bi-weekly. The annual base compensation shall be reviewed, in accordance with Town personnel policies and this Agreement. Increases may be made on consideration of costs of living, merit, performance and/or replacement market. The MANAGER agrees that the TOWN has the right and obligation to withhold federal, state and other taxes from each payment in accordance with laws generally applicable to management personnel, as well as employee benefit costs, as specifically agreed.

SECTION THREE: Term. The MANAGER shall serve at the pleasure of the Town Council of the TOWN, subject to the provisions of termination as provided hereinafter, and further subject to the limitations of applicable state law. In no event, however, shall the MANAGER receive any base compensation which is below the amounts set forth in this Agreement after October\_\_\_\_, 2020, without the agreement of both Parties. The MANAGER's term shall run concurrently with the longest remaining terms of the current elected Town Council Members, or through calendar year 2023.

SECTION FOUR: Duties. The MANAGER accepts employment as Town Manager, and agrees to be responsible to the Town Council of the TOWN for proper administration of all of the affairs of the TOWN which the Town Council has the authority to control.

Unless a written Order or Ordinance of the Town Council directs to the contrary, he shall:

- a.) Serve as a Town Manager with all authority granted to the position by applicable Indiana Statutes for the job position of Town Manager. The MANAGER shall Focus on managing the vision and overall policy directions of the Town and positioning qualified Town Staff Members for growth and improvement. He shall serve as the lead point of connection for the Town Council and Redevelopment Commission on economic growth initiatives and work with approved Town consultants and professionals to achieve the desired results. With this leadership the Town Council will be able to focus on policy objectives to advance the Town of Cedar Lake as a destination place to live, work, play and visit.

- b.) Attend meetings (whether public or otherwise) of the Town Council, as well as other Boards and Commissions, and recommend such action (s) as considered necessary or desirable;
- c.) Hire all TOWN employees to fill positions (unless otherwise restricted or controlled by Town Council Policy or applicable law) authorized and approved by the Town Council in accordance with pay schedule standards and qualifications as are fixed by the Town Council or applicable law. When, in his discretion, the welfare of the TOWN requires the same, he shall suspend, discharge, remove or transfer any such TOWN employee. All such actions shall result in notice of such to the Town Council.
- d.) Administer the execution and enforcement of all Resolutions, Orders and Ordinances of the Town Council, and act to assure that all laws of the State of Indiana required to be enforced through the Town Council or other TOWN officials subject to the control of the Town Council are faithfully executed;
- e.) Prepare and submit to the Town Council budget estimates as required from time to time;
- f.) Subject to applicable state laws concerning appropriations, public notices and competitive bidding, execute on behalf of the TOWN the contracts for goods, materials, services, construction or improvements authorized by the Town Council;
- g.) Formulate and recommend overall policies regarding areas under his administration;
- h.) Appoint and remove heads of Town Department, with the advice and consent of the Town Council;
- i.) Delegate any of his powers to any employees responsible to him.
- j.) Perform such other legally permissible and appropriate duties and functions as are required by the TOWN, State and Federal law, or shall be lawfully assigned by the Town Council.
- k.) Prepare, prior to the Council's initiation of his annual merit review, a summary evaluation of each Department's performance, including the strengths and weaknesses of the Department's organization and respective Department heads. The evaluation shall include a summary of any specific goals and objectives that may have been established for each Department.

SECTION FIVE: No Conflict of Interest. The MANAGER shall not undertake any activity which would be in conflict with this full-time employment as Town Manager or inimical and contrary to the best interest of the TOWN.

SECTION SIX: Outside Activities:

- a) Any outside employment shall not be in conflict with the best interests of the Town of Cedar Lake. All such employment shall be approved by the Town Council.
- b) The MANAGER agrees to notify the Town Council of any outside employment he agrees to undertake. The MANAGER further agrees to secure prior consent of the Town Council for any such outside employment.
- c) The Town Council shall review the scope of outside employment from time to time, and may limit such activity as it believes to be in the best interests of the Town.

SECTION SEVEN: Hours of Work. It is recognized that the MANAGER is a salaried chief operating officer and that he must devote a great deal of time outside the normal office hours on business for the TOWN, and to that end, the MANAGER shall be allowed to establish an appropriate work schedule to satisfy the responsibilities of his position. The MANAGER shall notify the Town Council of his scheduled vacation as far in advance as possible.

SECTION EIGHT: Transportation. The TOWN agrees to provide the MANAGER with a vehicle for his use while employed as Town Manager. This is not a take home vehicle, but a business use vehicle during business hours provided for those duty uses only. The vehicle provided shall be used only on official business.

SECTION NINE: Communications & Computer Technology. The Town agrees to provide a computer and/or laptop, software, a cellular phone and any other communications devices as determined necessary for on-call communication related to job duties and responsibilities. The MANAGER will use his own cellular phone for personal use.

SECTION TEN: Insurance. The TOWN agrees to provide the MANAGER and his dependents with health, medical, hospitalization and life insurance equal to that provided other TOWN employees and their dependents. The MANAGER will be eligible for all Town health, vision, and dental benefits the first of the month following his appointment.

SECTION ELEVEN: Retirement. It is understood between the Parties that the MANAGER has elected to not participate in the Indiana Employee's Retirement Fund. The TOWN agrees to provide and contribute to a retirement fund for the benefit of the MANAGER. The amount paid shall be equal to the Employer's contribution to PERF as that amount paid on behalf of other employees. The TOWN would contribute PERF equivalent to a 457b plan due to MANAGER already being a PERF pensioner. For purposes of this Agreement, the retirement fund for the MANAGER shall be as agreed upon by the TOWN and the MANAGER.

SECTION TWELVE: Vacation Time. The vacation leave benefit granted by the TOWN to employees under personnel rules which are applicable shall apply to the MANAGER, except that he shall begin his employment with twenty (20) days of vacation credit. The MANAGER shall be entitled to twenty (20) days of annual vacation credit beginning on January 1, 2021, and shall be entitled to twenty (20) days of annual leave each year. The MANAGER may

be compensated for any vacation accrual with agreement of the Town Council. The MANAGER shall be paid for any unused vacation accrual after his last date of employment.

SECTION THIRTEEN: Leave Generally. The MANAGER shall receive the leave benefits granted by the TOWN to its employees under personnel rules which are then applicable. The leave benefits shall include holidays, sick, disability, injury, emergency, separation and vacation leave. MANAGER is eligible for sick leave January 1, 2021.

Notwithstanding anything herein to the contrary, the TOWN may terminate this Agreement at any time after the MANAGER shall be absent from his employment, for whatever cause, for a continuous period of more than forty-five (45) calendar days, and all obligations of the TOWN hereunder shall immediately cease upon any such termination.

SECTION FOURTEEN: Termination.

TERMINATION BY THE TOWN

- A. The MANAGER shall serve at the pleasure of the Town Council, and the Town Council may terminate this Agreement and the MANAGER's employment at any time, for any reason or for no reason. During the term of this Agreement, as set for above, if the Town Council terminates this Agreement and the MANAGER's employment at a time when the MANAGER is willing and able to perform the duties of the Town Manager, then the provisions of Subsections B, C and D below shall apply.
- B. All salary payable to the MANAGER under this Agreement shall immediately cease, except that the Town shall pay to the MANAGER all salary and benefits earned but not paid as of the date of termination. In addition, the Town shall pay to the MANAGER all amounts due and owing for vacation and separation leave. The Town shall make such payments not later than the next regularly scheduled pay period payday after the date of termination.
- C. In the event that the Town terminates this Agreement as provided in Subsection A, then the damages suffered by the MANAGER will be difficult to ascertain and measure with certainty, taking into account any alleged injury to the MANAGER's future employment prospects and/or reputation. Accordingly, the Parties seek to establish an amount of liquidated damages which will resolve and settle any future disputes between them regarding such a termination. Therefore, if the Town Council so terminates this Agreement, then not later than fourteen (14) days after the date of termination, the Town shall pay to the MANAGER liquidated damages in a lump sum equal to \_\_\_\_\_ months salary and agree to continue to provide health insurance benefits for a period of \_\_\_\_\_ months, unless health insurance benefits are provided by another employer of the MANAGER. The MANAGER agrees to accept such liquidated damages as full and complete settlement of all claims and causes of action which he may have against the Town and any of its Officials, Officers, Agents and Employees arising out of such termination. The

MANAGER agrees to execute and deliver to the Town, at the time of payment of the liquidated damages, a document releasing the Town, its Officials, Officers, Agents, and Employees from all liability for damages, litigation expenses, court costs, and attorney fees arising out of such termination. From time to time during this term of Agreement, the Town Council may, in its discretion, grant such increases in the amount of liquidated damages payable under this Subsection A, as the Town Council deems appropriate, if any.

- D. In the event that the Town Council terminates this Agreement as provided in Subsection A because the Town Manager has committed an act which constitutes illegal conduct, malfeasance or dishonesty for personal gain, then the provisions of Subsection C shall not apply.

#### TERMINATION BY THE TOWN MANAGER

- A. The MANAGER may terminate this Agreement at any time, for any reason, or for no reason, by delivering to the Town Council a written notice of termination not later than thirty (30) days prior to the effective date of termination. In the event that the MANAGER terminates this Agreement, then the provisions of Subsections B, C, and D below shall apply.
- B. On the date of termination, all salary payable to the MANAGER under this Agreement shall cease, except that the Town shall pay to the MANAGER all salary and benefits earned but not paid as of the date of termination. In addition, the Town shall pay to the MANAGER all amounts due and owing for accrued vacation leave. The Town shall make such payments not later than the next regularly scheduled pay period payday after the date of termination.
- C. The TOWN shall not pay liquidated damages to the MANAGER and the MANAGER shall not be required to execute and deliver a release in favor of the TOWN.
- D. For a period of three (3) months following the effective date of termination, the MANAGER shall make himself available to the Town at reasonably convenient times and places for the purpose of consulting with and assisting the Town in making the transition to a successor Town Manager or Town Administrator. Such consultation and assistance shall not materially impair the MANAGER's ability to seek or perform other employment.

SECTION FIFTEEN: Death During Employment. In the event that the MANAGER dies during the term of this Agreement, the TOWN shall pay to his estate all compensation and any accrued benefits which would otherwise be payable to the MANAGER up to the end of the month in which his death occurs.

SECTION SIXTEEN: Professional Development. To the extent that the same are budgeted and approved by the Town Council:

- a) The TOWN agrees to budget for and to pay for professional dues and subscriptions of the MANAGER necessary for continuation and participation in national, regional, state,

and local associations, and organizations necessary and desirable for the MANAGER's continued professional participation, growth, and advancement, and for the good of the TOWN.

- b) The TOWN agrees to budget for and to pay for travel and subsistence of expenses of the MANAGER for professional and official travel, meetings, and occasions to adequately continue the professional development of the MANAGER and to pursue necessary official functions for the TOWN, including but not limited to the ICMA Annual Conference, the AIM, and such other national, regional, state, and local governmental groups and committees in which the MANAGER serves as a Member.
- c) The TOWN also agrees to budget for and to pay for travel subsistence expenses of the MANAGER for short courses, institutes, and seminars that are necessary for the MANAGER's professional development, and for the good of the TOWN.
- d) The TOWN recognizes that certain expenses of a non-personal but job related nature are incurred by the MANAGER, and agrees to reimburse or to pay said general expenses. The Clerk-Treasurer is authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits, and payment/claim approval of same in conformance with applicable laws, rules, regulations and procedures, as the same are amended from time to time.

SECTION SEVENTEEN: Evaluation. A written evaluation of the MANAGER's performance shall be conducted by the Town Council on an annual basis, or at such other times as deemed appropriate by the Town Council, on the following criteria:

- a) Annually, the Town Council and the MANAGER shall define such goals and performance objectives which they determine necessary for the proper operation of the Town, and in attainment of the Town Council's policy objectives, shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing by the MANAGER and presented to the Town Council within a reasonable time after their establishment. The same shall generally be attainable within the time limitation as specified and the annual operating and capital budgets and appropriations provided;
- b) How well he has affected the delivery of basic municipal services;
- c) His rapport with subordinates, public, elected officials, departments outside of his direct responsibility and other governmental agencies;
- d) How well he has executed TOWN policies;
- e) Management of a systematic predictable personnel system;

- f) Development of the budget as a management document, and control of expenditures within the budget and/or available cash;
- g) Development and use of long range plans; and
- h) Other goals and objectives as mutually agreed upon by the Parties.

SECTION EIGHTEEN: Performance Bond. The MANAGER shall be required to execute a Bond for the faithful performance of the duties and responsibilities for the job and employment position of Town Manager of the Town of Cedar Lake, Lake County, Indiana, in the manner prescribed by the applicable Statute.

SECTION NINETEEN: Miscellaneous. The MANAGER, in the exercise of his duties and responsibilities, and subject to other terms herein, shall maintain regular daily Office hours in the Cedar Lake Town Hall, 7408 Constitution Avenue in Cedar Lake. The MANAGER shall further be available during any emergency matters affecting and involving the TOWN. There shall be no additional compensation provided to the MANAGER by the TOWN unless specifically agreed to by the Parties.

SECTION TWENTY: General Provisions.

- a) This instrument contains the entire Agreement of the Parties. It shall continue in force until it is amended or modified by an instrument in writing executed with the same formality, or until such time as the MANAGER is terminated or resigns as provided herein.
- b) As a contract for professional employment, this Agreement may not be assigned by either Party without the written consent of the other Party.
- c) If any provisions, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

SECTION TWENTY-ONE: Hold Harmless. The TOWN agrees to indemnify, defend, save and hold harmless the MANAGER from any and all liability, demands, claims, causes of action, suits or judgements, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind of nature, arising out of, or in connection with, or incident to the performance of his duties as Town Manager for the TOWN.

Without limiting the generality of the foregoing, the TOWN further expressly agrees to indemnify, defend, save and hold harmless the MANAGER from and against any and all liability, claims including property damage and personal injury, demands, losses, damage, costs, causes of action, suits or judgements, including attorney fees, costs or expenses incurred in connection

therewith, for deaths or injuries to person arising out of, in connection with, or incident to the performance of his duties as MANAGER for the TOWN.

SECTION TWENTY-TWO: Public Action. It is expressly stated that this TOWN MANAGER EMPLOYMENT AGREEMENT is entered after action at a Public Meeting of the Town Council of the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, wherein by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ against, the TOWN MANAGER EMPLOYMENT AGREEMENT herein was directed to be made, and the President of the Town Council and the Town Clerk-Treasurer were directed to execute and attest hereto, respectively.

SECTION TWENTY-THREE: Effective Date. This TOWN MANAGER EMPLOYMENT AGREEMENT shall be effective commencing the \_\_\_\_\_ day of \_\_\_\_\_, 2020 .

IN WITNESS WHEREOF, the Parties have hereunto set their Hands and Seals this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

MANAGER

By: \_\_\_\_\_  
RICHARD P. EBERLY

TOWN

TOWN OF CEDAR LAKE,  
LAKE COUNTY, INDIANA  
a Municipal Corporation, by and through  
its duly elected Town Council

By: \_\_\_\_\_  
Randell C. Niemeyer, Town Council President

Attested By: \_\_\_\_\_  
Jennifer N. Sandberg, IAMC, Clerk-Treasuer



**INDIANA Department of Transportation**  
**Construction Change Order and Time Extension Summary**

**Contract Information**

Contract No.: R -35975	Letting Date:09/12/2018	
District:LAPORTE DISTRICT	AE:Beale, Cortney	PE/S:Rozycki, Todd
		Status:Pending

**Change Order Information**

Change Order No.: 006	EWA: N or Force Acct: N
Date Generated: 00/00/0000	Date Approved: 00/00/0000
Reason Code: CHANGED COND, Utility Related	

Description: Time Extension

Original Contract Amount	\$ 1,834,216.54	
Current Change Order Amount	\$ 0.00	Percent: 0.000 %
Total Previous Approved Changes	\$ -131,067.01	Percent: -7.146 %
Total Change To-Date	\$ -131,067.01	Percent: -7.146 %
Modified Contract Amount	\$ 1,703,149.53	

**Time Extension Information**

Date Initiated 00/00/0000	Date Completed 00/00/0000
Original Contract Time	SS Completion Date 05/18/2020 or SS Calendar/Work Days 0
	SP Date 12/05/2019 or SP Days
	(SS = Standard Specification, SP = Special Provision)

Time Element Description: The basis for time extension of contract completion date is due to the delay caused by NIPSCO. NIPSCO relocated a number of utility poles to the wrong location along the east side of the roundabout right-of-way prior to construction beginning. NIPSCO had to remobilize and relocate these utility poles a second time since they were in conflict with construction of portions of the roundabout. The contract completion date is being adjusted to the date requested by the contractor to complete all contract work.

Current Time Extension	SS Days 0 SP Days 202	SP Days Value \$ 0.00
Previous Time Approved	SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____	
	SS Days_____	SP Days Value \$ _____
Revised Contract Time	SS Completion Date 00/00/0000 or SS Calendar/Work Days 0	
	SS Date 00/00/0000 or SP Days 0	

**INDIANA Department of Transportation**  
**Construction Change Order and Time Extension Summary**

**Review and Approval Information**

Required Approval Authority AE:\_\_\_\_\_ DCE:\_\_\_\_\_ SCE:\_\_\_\_\_ \* DDCM:\_\_\_\_\_ \*  
 (\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K - ) ( -- LE \$ 2 M -- ) ( -- GT \$ 2 M -- )  
 (Days per Contract) ( 50 SS days ) ( 100 SS days ) ( 200 SS Days ) ( GT 200 SS days)

Verbal Approval Required? Y / N If Y, by\_\_\_\_\_ Date Issued\_\_\_\_\_

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager\_\_\_\_\_

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) \_\_\_\_\_  
 Required?

Date to PM\_\_\_\_\_ Date Returned\_\_\_\_\_

Approval Authority Concurs with PM? Y / N If Y, Concurrence by\_\_\_\_\_ Date\_\_\_\_\_

If N,Resolution: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

Resolved by\_\_\_\_\_ Date\_\_\_\_\_

LPA Signatures Required? Y / N If Y, Date to LPA \_\_\_\_\_ Date Returned \_\_\_\_\_

FHWA Signatures Required? Y / N If Y, Date to FHWA\_\_\_\_\_ Date Returned\_\_\_\_\_

\* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer \_\_\_\_\_ Date \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Contract: R -35975  
Project: State:138259400LC4  
Change Order Nbr: 006  
Change Order Description: Time Extension  
Reason Code: CHANGED COND, Utility Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
Total Value for Change Order 006 = \$ 0.00								

**Contract Completion Date Time Adjustment**

Original Completion dt: 05/18/2020 Adj compl dt 06/11/2020 Adj No. of Days 24

Explanation: The basis for time extension of contract completion date is due to the delay caused by NIPSCO. NIPSCO relocated a number of utility poles to the wrong location along the east side of the roundabout right-of-way prior to construction beginning. NIPSCO had to remobilize and relocate these utility poles a second time since they were in conflict with construction of portions of the roundabout. The contract completion date is being adjusted to the date requested by the contractor to complete all contract work.

**Milestone Time Adjustment**

MileStone Nbr: 04

Milestone Description: INTERMEDIATE COMPLETION DATE SUBSTANTIAL COMPLETION

Original Completion dt: 11/22/2019 Adj compl dt 06/11/2020 Adj No. of Days 202

Explanation: The basis for time extension of intermediate completion date substantial completion is due to the delay caused by NIPSCO. NIPSCO relocated a number of utility poles to the wrong location along the east side of the roundabout right-of-way prior to construction beginning. NIPSCO had to remobilize and relocate these utility poles a second time since they were in conflict with construction of portions of the roundabout. The intermediate completion date substantial completion is being adjusted to date when the contractor completed all contract work.

**Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.**

General or Standard Change Order Explanation

Change Order No. 6 - Time Extension is being issued to change the original intermediate completion substantial completion date from 11/22/2019 to 06/11/2020 and original contract completion date from 05/18/2020 to 06/11/2020. The contract included an earliest date to begin work for phase 1A of 06/03/2019. Utilities began relocation work on 02/11/2019 and completed on 07/15/2019. The First Day of Work occurred on 06/28/2019 when the initial road construction signs were put in place. However, when project stakeholders understood at this point that the project would not be substantially complete in 2019 the option to modify the traffic plan was presented to Town of Cedar Lake officials. As a result of the utility delays and after receiving approval from the Town of Cedar Lake Town Council to modify the traffic plan, the maintenance of traffic phasing was changed from two phases utilizing existing and new pavement, to a complete closure of the intersection. The road closed and detour signage were placed on 08/07/2019. The contractor began work on the roundabout the same day. Although the intersection was closed the contractor still could not complete all contract work in 2019 because of the utility relocation delays. The roundabout was opened on 11/27/2019 and the contractor did not return from winter shut down until 05/04/2020. Prior to 05/04/2020, Comcast relocated a section of overhead and underground fiber optic for a second time due to an error by NIPSCO. NIPSCO had to relocate utility poles and overhead wires for a second time because of being in conflict with contract work along the east side of roundabout. NIPSCO completed the secondary relocation work on 11/26/2019. Comcast remobilized in April of 2020 to complete their secondary relocation work. The remaining contract work was completed in 2020 under another full closure of the intersection. The additional closure of the intersection is detailed in Change Order No. 7 - Additional Mobilization and Demobilization. The costs associated with this time extension change order are detailed in Change Order No. 7 - Additional Mobilization and Demobilization. The contractor completed all contract work on 06/11/2020. The contract milestones 01, 02, 03, 05 and 06 were not needed and were not used because of the maintenance of traffic switch from phased construction to full closure of the intersection. INDOT Area Engineer and Project Manager have been notified of this change.

**Change Order Explanation for Specific Line Item**

\*\*\*\*\*

It is the intent of the parties that this change order is full and complete compensation for the work describe above.

Notification and consent to this change order is hereby acknowledged.

Contractor: WALSH AND KELLY, INC.

Signed By: 

Date: 10/2/2020

\*\*\*\*\*

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

\*\*\*\*\*  
APPROVED FOR LOCAL PUBLIC AGENCY

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

\*\*\*\*\*  
SUBMITTED FOR CONSIDERATION

PE/S 

\*\*\*\*\*  
APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Rozycki, Todd	00/00/0000	Action Pending
Area Engineer	Beale, Cortney	00/00/0000	Action Pending
District Construction Director	Kruger, Jonathon	00/00/0000	Action Pending
State Construction Engineer	Novak, Joe	00/00/0000	Action Pending
Director, Div of Construction Management	Pankow, Greg	00/00/0000	Action Pending

## Indiana Department Of Transportation Report of Contract Final Inspection and Recommendation for Acceptance

Contract R -35975

Date Construction Substantially Completed: 06/11/2020

(The contract is sufficiently completed so that it can be used for its intended purpose.)

All Contract Work Complete Date 06/11/2020

(The date all items were complete, except punchlist and removal of traffic control devices.)

Pre-Final Inspection made by Jill Murr (Town of Cedar Lake), Tim Kubiak (Town of Cedar Lake), Cortney Beale (INDOT AE), John Tucker (ASI), Todd Rozycki (ASI), Sam Mandon (Walsh & Kelly) on 07/07/2020

Date Punch List Items Completed: 07/17/2020

Sod Maintenance Expired on : 07/11/2020

Date Failed Material Replaced: 00/00/0000

Final Inspection made by: Todd Rozycki (ASI)

on 08/26/2020

and all work was found to be satisfactory from Station See Below to See Below

Date Construction Signs and Temporary Traffic Control Devices Removed: 09/08/2020

Pavement Markings (have) (have not) been placed in accordance with the IMUTCD manual or as directed by the District Traffic Engineer.

Right-of-Way (is) (is not) clear of all encroachments.

Date of Last Work: 09/08/2020

Station 101+65 to 109+22.45 Line "PR-L"  
Station 50+50.01 to 51+43.82 Line "PR-C"  
Station 22+00 to 24+50 Line "C"

### RECOMMEND ACCEPTANCE

DISTRICT CONSTRUCTION ENGINEER

Town of Cedar Lake

LOCAL PUBLIC AGENCY

\*County or City signatures  
when required (at least two).

\* By: \_\_\_\_\_

\* By: \_\_\_\_\_

\* By: \_\_\_\_\_

## ***SUPPLEMENTARY SIGNATURES***

[Grantee]

By: \_\_\_\_\_  
Robert H Carnahan, Town Council – Ward 1  
Name and Title, Printed  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
John Foreman, Town Council – Ward 2  
Name and Title, Printed  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Ralph Miller, Town Council – Ward 4  
Name and Title, Printed  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Colleen Schieben, Town Council – Ward 6  
Name and Title, Printed  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Richard Sharpe, Town Council – Ward 7  
Name and Title, Printed  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Julie Rivera, Town Council – Ward 3, Vice-President  
Name and Title, Printed  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Randell C Niemeyer, Town Council – Ward 5, President  
Name and Title, Printed  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Jennifer N Sandberg, Clerk-Treasurer  
Name and Title, Printed  
Date: \_\_\_\_\_

Date of Issuance: **September 17, 2020**

Effective Date:

Owner: **Town of Cedar Lake**

Owner's Contract No.: N/A

Contractor: **Metro Excavating Corporation**

Contractor's Project No.: **N/A**

Engineer: **Christopher B. Burke Engineering, LLC**

Engineer's Project No.: **19.R060015.00005**

Project: **Town Club Outlet Drainage Improvements**

Contract Name: N/A

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

Description: The scope of the maintenance of traffic has changed from a full road closure to a one-lane flagged traffic for a duration of 5 days. Pay Item No. 3 will be removed from the Contract and Pay Item No. 25 will be added due to a difference in units. Pay Item No. 25 will paid on a per day basis.

**Attachments:** 001 Table with summary of adjusted items.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>71,138.68</u>	Original Contract Times: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
<del>[Increase]</del> <del>[Decrease]</del> from previously approved Change Orders No. <u>   </u> to No. <u>   </u> : \$ <u>No Previous Change Orders</u>	<del>[Increase]</del> <del>[Decrease]</del> from previously approved Change Orders No. <u>   </u> to No. <u>   </u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>No Previous Change Orders</u>	Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
<del>[Increase]</del> <del>[Decrease]</del> of this Change Order: \$ <u>13,200</u>	<del>[Increase]</del> <del>[Decrease]</del> of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>84,338.68</u>	<del>Contract Times with all approved Change Orders:</del> Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates

RECOMMENDED:  
By:   
Engineer (if required)

Title: Town Engineer

Date: 09/17/2020

Approved by Funding Agency (if applicable)

By: N/A

Title: N/A

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Title

Date \_\_\_\_\_

ACCEPTED:

By:   
Contractor (Authorized Signature)

Title as President/Co-Owner

Date 09/18/2020

# Change Order

No. 4

Date of Issuance: September 22, 2020

Effective Date: September 22, 2020

Project: <b>High Grove Sub. Imp.</b>	Owner: <b>Town of Cedar Lake</b>	Owner's Contract No.:
Contract: <b>High Grove Subdivision Improvements</b>	Date of Contract: <b>August 10, 2017</b>	
Contractor: <b>Grimmer Construction, Inc.</b>	Engineer's Project No.: <b>17-0332</b>	

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: **Balancing Change Order for Final Project Close-Out**

**Attachments (list documents supporting change):**

**Summary of Adjusted Items**

## CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$3,605,447.51

~~Decrease from previously approved Change Orders No.:~~

\$

Contract Price prior to this Change Order:

\$3,623,663.81

Decrease for this Change Order:

\$101,562.72

Contract Price incorporating this Change Order:

\$3,522,101.09

## CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion: August 1, 2018

Ready for final payment: September 1, 2018

Change from previously approved Change Orders No.: 3

Substantial completion: September 15, 2018

Ready for final payment: October 1, 2018

Contract Times prior to this Change Order:

Substantial completion (date): September 15, 2018

Ready for final payment (date): October 1, 2018

~~Increase of this Change Order:~~

~~Substantial completion (date):~~

~~Ready for final payment (date):~~

Contract Times with all approved Change Orders:

Substantial completion (date): September 15, 2018

Ready for final payment (date): October 1, 2018

RECOMMENDED:

By: [Signature]  
Engineer (Authorized Signature)

Date: 09/22/20

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

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

ACCEPTED:

By: [Signature]  
Contractor (Authorized Signature)

Date: 9.23.2020



Approved by Funding Agency (if applicable):

Date:

## Change Order

### Instructions

#### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

#### B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

**Contractor:** Grimmer Construction, Inc.

**FINAL Change Order No. 4**

Date: September 22, 2020

Summary of Adjusted Items									
Item	No.	Item Description	Unit	Unit Price	Original Plan Quantity	Authorization Quantity	Revised Plan Quantity	Authorization Amount	Revised Contract Amount
		Balancing to Final Contract Value	LS	\$ 1.00	0.00	-101,562.72	-101,562.72	\$(101,562.72)	\$(101,562.72)

Summary of Adjusted Items									
Item No.	Item Description	Unit	Unit Price	Plan Quantity	Original Quantity	Authorization Quantity	Revised Plan Quantity	Authorization Amount	Revised Contract Amount
	Balancing to Final Contract Value	(S	\$ 1.00	0.00		101,562.72	101,562.72	\$ (101,562.72)	\$ (101,562.72)
							TOTAL:	\$ (101,562.72)	

Awarded Contract Value:	\$ 3,605,447.51
+ Previous Change Orders Value:	\$ 18,216.30
= Contract Value Prior to this Change Order:	\$ 3,623,663.81
+ Change Order 4 Value:	\$ (101,562.72)
= Current Contract Value:	\$ 3,522,101.09



# Town of Cedar Lake

\*PERMIT # \_\_\_\_\_

Department of Planning, Zoning and Building  
7408 Constitution Avenue, P.O. Box 707, Cedar Lake, IN 46303  
Tel: (219) 374-7400 Fax: (219) 374-8588

## Special Event BUILDING PERMIT APPLICATION

TYPE OF IMPROVEMENT SK RUN Oct 31<sup>st</sup> TOWNSHIP \_\_\_\_\_

ADDRESS 12937 Wicker ave Suite C TAX KEY# \_\_\_\_\_

LOT \_\_\_\_\_ SUBDIVISION \_\_\_\_\_ CONSTRUCTION VALUE \$ \_\_\_\_\_

Owner Thrive Sport + Fitness Solution Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Contractor: Jesse Wilkening Address \_\_\_\_\_

Phone 219-644-5378 E-mail Address jerssewilkening@gmail.com

### IMPROVEMENT DETAILS:

Flood Plain \_\_\_\_\_

Structure Dimensions: Width \_\_\_\_\_ Length \_\_\_\_\_ Height \_\_\_\_\_

Building Setbacks: Front \_\_\_\_\_ Right \_\_\_\_\_ Left \_\_\_\_\_ Rear \_\_\_\_\_

Size (Sq Ft): Building \_\_\_\_\_ Garage \_\_\_\_\_ No. of Beds \_\_\_\_\_ No. of Baths \_\_\_\_\_

Basement (Sq Ft): Finished \_\_\_\_\_ Unfinished \_\_\_\_\_ ☐ Walkout ☐ Slab ☐ Crawlspace

ELECTRICAL WORK: AMP \_\_\_\_\_ Temp Pole \_\_\_\_\_ Upgrade \_\_\_\_\_ Service Turn On \_\_\_\_\_

PLUMBING WORK: No. of Fixtures \_\_\_\_\_ Basement Rough Y/N Water Line Size \_\_\_\_\_ Meter Size \_\_\_\_\_ Well \_\_\_\_\_

MECHANICAL WORK: No. of Furnaces \_\_\_\_\_ No. of A/C Units \_\_\_\_\_ MISC: Deck (Sq Ft) \_\_\_\_\_

Shed (Sq Ft)/Material: \_\_\_\_\_ Fence Height/Material: \_\_\_\_\_ Sign (Sq Ft) \_\_\_\_\_ Pool \_\_\_\_\_

### REQUIREMENTS FOR CONSTRUCTION:

1. Plat of Survey showing; Location of existing & proposed structures, all setbacks, existing & proposed grades.
2. Two (2) Sets of Drawings showing: Floor Plans, Foundation, Elevations, Electrical Plans, Wall cross sections, etc.
3. New Homes require Energy Documents and Truss Certifications. An As-Built survey is required at final inspection.
4. All contractors shall be licensed with the Town of Cedar Lake. Erosion Control is required.

I hereby certify the above has been reviewed and all information is true and correct.

Jesse Wilkening Date 9-11-20  
Signature of Owner/Contractor

**\* OFFICE USE ONLY**-Updated 1/15/2020

Date Application Received: 9/11/20 SK

BZA/Plan Approval \_\_\_\_\_

Approved By: \_\_\_\_\_ Date \_\_\_\_\_

Building Commissioner

Remarks: \_\_\_\_\_

Zoning Fee \_\_\_\_\_  
Building Fee \_\_\_\_\_  
Sewer Tap Fee \_\_\_\_\_  
Sewer Dev. Fee \_\_\_\_\_  
Water Tap Fee \_\_\_\_\_  
Water Dev. Fee \_\_\_\_\_  
Park Impact Fee \_\_\_\_\_  
Electric Fee \_\_\_\_\_  
Total \$ \_\_\_\_\_  
Receipt# \_\_\_\_\_  
Date Paid \_\_\_\_\_  
Released By \_\_\_\_\_ **53**

## Michelle Bakker

---

**From:** Michelle Bakker  
**Sent:** Friday, September 18, 2020 2:54 PM  
**To:** Jill Murr  
**Subject:** FW: Thrive Sport 5K- October 31st-Special Event  
**Attachments:** 12937 Wicker Special Event.pdf

Jill,  
Please see attached Special Event permit application along with run route in email below.

Thank you,



*Michelle Bakker*  
Building Administrator  
Town of Cedar Lake  
7408 Constitution Ave.  
Cedar Lake, IN 46303  
(219)374-7400 Ext 107  
(219)374-8588 Fax

**Confidentiality Notice:** This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by e-mail and destroy all copies of the original message.

**From:** Jesse Wilkening <jessewilkening@gmail.com>  
**Sent:** Friday, September 18, 2020 2:44 PM  
**To:** Michelle Bakker <michelle.bakker@cedarlakein.org>  
**Subject:** Thrive Sport 5K- October 31st

Good Afternoon,

I came in last week for a permit on October 31st, 2020 to host a 5K run. It will be a charity event for the Hoosier Burn Camp. We would like to start the run at our facility 12397 Wicker Ave. Suite C at 9 am. it will start there and go north on 41 then a right on 129th ave, then a right on Parrish to 133rd ave, back onto 41, to our facility. So we make a huge circle back to Thrive.

I have talked to a few police officers and they were more than having to do traffic and crowd control.

Is there anything else you may need?



# Town of Cedar Lake

Department of Planning, Zoning and Building  
7408 Constitution Avenue, P.O. Box 707, Cedar Lake, IN 46303  
Tel: (219) 374-7400 Fax: (219) 374-8588

\*PERMIT # 20-702

ORIGINAL

## BUILDING PERMIT APPLICATION

2 Old Goats Market -  
TYPE OF IMPROVEMENT Special Event - October 10th 9am-6pm TOWNSHIP Harvey  
ADDRESS 12615 Wicker Ave, Cedar Lake, IN TAX KEY# \_\_\_\_\_

LOT \_\_\_\_\_ SUBDIVISION \_\_\_\_\_ CONSTRUCTION VALUE \$ \_\_\_\_\_

Owner Abby Sylvester Phone 219-469-9393 E-mail 2oldgoatsmarket@gmail.com

Contractor: \_\_\_\_\_ Address \_\_\_\_\_

Phone \_\_\_\_\_ E-mail Address \_\_\_\_\_

IMPROVEMENT DETAILS: Car + Bike Show / Trunk or Treat Flood Plain \_\_\_\_\_

Structure Dimensions: Width \_\_\_\_\_ Length \_\_\_\_\_ Height \_\_\_\_\_

Building Setbacks: Front \_\_\_\_\_ Right \_\_\_\_\_ Left \_\_\_\_\_ Rear \_\_\_\_\_

Size (Sq Ft): Building \_\_\_\_\_ Garage \_\_\_\_\_ No. of Beds \_\_\_\_\_ No. of Baths \_\_\_\_\_

Basement (Sq Ft): Finished \_\_\_\_\_ Unfinished \_\_\_\_\_ ☐ Walkout ☐ Slab ☐ Crawlspace

ELECTRICAL WORK: AMP \_\_\_\_\_ Temp Pole \_\_\_\_\_ Upgrade \_\_\_\_\_ Service Turn On \_\_\_\_\_

PLUMBING WORK: No. of Fixtures \_\_\_\_\_ Basement Rough Y/N Water Line Size \_\_\_\_\_ Meter Size \_\_\_\_\_ Well \_\_\_\_\_

MECHANICAL WORK: No. of Furnaces \_\_\_\_\_ No. of A/C Units \_\_\_\_\_ MISC: Deck (Sq Ft) \_\_\_\_\_

Shed (Sq Ft)/Material: \_\_\_\_\_ Fence Height/Material: \_\_\_\_\_ Sign (Sq Ft) \_\_\_\_\_ Pool \_\_\_\_\_

### REQUIREMENTS FOR CONSTRUCTION:

1. Plat of Survey showing; Location of existing & proposed structures, all setbacks, existing & proposed grades.
2. Two (2) Sets of Drawings showing: Floor Plans, Foundation, Elevations, Electrical Plans, Wall cross sections, etc.
3. New Homes require Energy Documents and Truss Certifications. An As-Built survey is required at final inspection.
4. All contractors shall be licensed with the Town of Cedar Lake. Erosion Control is required.

I hereby certify the above has been reviewed and all information is true and correct.

Signature of Owner/Contractor

Date 9/29/2020

\*OFFICE USE ONLY-Updated 1/15/2020

Date Application Received: 10-9-29-2020

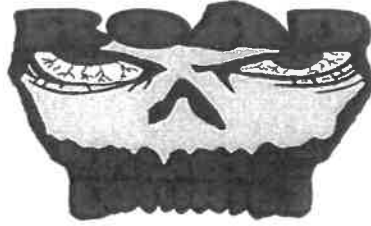
BZA/Plan Approval \_\_\_\_\_

Approved By: \_\_\_\_\_ Date \_\_\_\_\_

Building Commissioner

Remarks: \_\_\_\_\_

Zoning Fee	_____
Building Fee	_____
Sewer Tap Fee	_____
Sewer Dev. Fee	_____
Water Tap Fee	_____
Water Dev. Fee	_____
Park Impact Fee	_____
Electric Fee	_____
Total \$	_____
Receipt#	_____
Date Paid	_____
Released By	_____



# **HALLOWEEN**

## **Car & Bike Show**

### **Saturday October 10th**

REGISTRATION IS \$10 STARTS AT 10 AM



12615 Wicker Avenue US 41 Cedar Lake IN. 46303

**Bring donations for local food drive  
And get food donations excepted also**

**DJ - FOOD**  
**COSTUME CONTEST**  
**TRUNK OR TREAT BRING CANDY FOR KIDS**  
**- RAFFLES - 50/50 AND MORE**

For more information contact;

Jon 219-863-7150

Denny 219-313-5403





## The Arsh Group Inc.

Planners, Landscape Architects, Development Consultants

September 25, 2020

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

### RE: 2021 Cedar Lake Parks Impact Fee

Dear Ms. Murr:

Following our last conversation, I am pleased to submit this proposal to prepare the 2021 Parks and Recreation Impact Fee Study for the Town of Cedar Lake. The objective of our involvement will be to provide technical and professional services to prepare the Study in accordance to State requirements for Impact Fee Assessment as well standard practice to rational nexus requirements. We will perform this work under the Town's general direction, but the preparation and approval of the Study will be guided by the Impact Fee Advisory Committee.

I have attached our proposed scope of work and fee for the Study for your review and approval. This scope aims to meet the requirements of the State and generally supports the process we have successfully followed in other communities as well as in Cedar lake previously. The Arsh Group, however, will pursue an expedited timeline in completion of the study. Our goal will be to complete the study before mid-January provided that no events will occur that are beyond the control of the Arsh Group Inc.

I would like to thank you for the opportunity to submit this proposal and assist you with your efforts to improve park and recreation opportunities of the Town. As you are aware, we prepared your last Parks Impact Fee study. We have also prepared similar studies for St. John, Schererville and Merrillville. The Arsh Group Inc. is eager to work with you, the Town Council and the Advisory Committee to prepare a new study for the Town Cedar Lake and continue your efforts to build a better community.

Please execute this proposal and return one copy to our office for our files. Should you require further information please feel free to contact me.

Sincerely,

**The Arsh Group Inc.**

Taghi Arshami, AICP, ASLA  
Principal

Attachment (s)

cc: file

Accepted:

**Town of Cedar Lake**

---

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



## **CEDAR LAKE PARKS AND RECREATION IMPACT FEE STUDY**

### **I - Background**

The Town of Cedar, a growing community in Northwest Indiana, has traditionally been a community where leisure services are the corner stone of its community life. Provision of parks and recreational services are thus paramount in the Town's efforts to meet the highest standards for quality of life services. The Impact Fee Study is one of the tools that the Town has used to achieve its development objectives. The 2021 Impact Fee Study will update previously enacted impact fee ordinance aimed to continue the efforts. The Fee will provide necessary funds to meet the needs of the new residents in the Town without imposing an additional burden on existing residents.

### **II - Scope of Work**

The Arsh Group Inc. is proposing an expedited approach to development of the Impact Study Update. In updating the impact fee ordinance, Cedar Lake must make policy decisions relating to facilities, methodology, benefit areas, and percent cost recovery. We believe this approach will in the long run better protect the Town and make the decision-making process more rational and thus easier to administer the ordinance. We also plan to work with the Town Attorney in the updating and amending the current Ordinance as well as Town Engineer in certifying the park facility and equipment valuation. As a whole, the proposed scope of work aims to achieve the following three goals:

1. To develop adequate background, justifications and support documentation to meet the state statute requirements and guideline (rational nexus standard as well as IC 36-7-4-1300 et seq. and IC 36-7-4-1322 and others.)
2. To develop sound mechanisms and calculations that are most appropriate for the Town to continue its Impact Fee program.
3. To revise and update the Impact Fee Ordinance consistent with the policies, plans and objectives of the Town.

#### **Task 1. Project Formulation**

In this task we aim to finalize issues such as schedule, timeline, appointment of Advisory Committee and related subjects to maintain an orderly progress of the project. We will meet with the Town to finalize these issues.

#### **Task 2. Collection and Review**

The Arsh Group will collect and review a variety of available documents necessary to satisfy the "rational nexus standard" and to gain information for development of the Ordinance. The



expected review will include but not limited to:

- Existing Comprehensive Plan
- Most current Park Master Plan
- Related codes and ordinances
- Cedar Lake Capital Improvement Plan
- Development activities patterns as evidenced by the building permits
- Other documents, as may be available or required

The Arsh Group will further review a variety of demographic information such as existing population, housing units, character of housing types and household sizes in the Town. In this process we will rely on available documents and the 2010 or later Census data, to assess park needs and future growth potentials of the community. We will develop a set of findings based on our review and share them with the Advisory Committee and the Town.

### **Task 3. Parks Assets Determination**

The Arsh Group will collect and review all park assets and property inventory. We will also assess all property and facilities values based on current market and replacement cost. In this analysis we will use the Town's most recent Parks Master Plan, Lake County Assessor's office, and other information as provided by the Town or readily available. We will further seek input from the Town related to the conditions of all amenities and facilities.

### **Task 4. Fee Determination**

The Arsh Group will prepare calculations to determine potential services needs and the fee. The calculations will include identifying the needs, existing level of service, cost per service unit, and anticipated development fees. The Arsh Group will present these findings to the Advisory Committee for review, comments and approval.

### **Task 5. Identify different Components of Study**

Different components could include but not limited to:

- Imposition, calculation of Impact Fee
- Applicability of Fees (single family, duplexes, multi-family, etc)
- Others as they may become necessary

We anticipate reviewing existing processes and discussing these components initially with the Town. Any modification of the existing administering process will be reviewed with the Town to insure seamless continuation of the program for the next five years. Accountability is a major part of the Fee administration. The Arsh Group will work with the Town to update or modify any part of the ordinance if required, to assure ease of administration. We will coordinate development of a Draft Ordinance in collaboration with the Town Attorney after these components are finalized.

#### **Task 6. Draft Impact Fee Study**

After approval of the different components, the Arsh Group will prepare the first draft of the update study. This work will consist of the following:

- First Draft of the Study; which will be reviewed by the Town Administrator, other involved individuals and agencies for format, completeness, and conformity.
- Review of the draft update ordinance with the Town's legal counsel for language and conformity with other ordinances.
- Final draft Ordinance for the Advisory Committee's review and approval.

#### **Task 7. Final Impact Fee Ordinance**

After review of Draft Study, the Arsh Group will prepare the final Impact Fee Study. The Impact Fee Update Study is expected to include:

- Final update Ordinance.
- Definition of terms. These terms will be added to the existing ordinance in the form of an amendment.
- Administration of the Fee, if any changes
- Fees, types and schedule
- Policies and procedures for use of funds, if any changes
- Limitation on Impact Fees, if any
- Other components as identified and developed in prior tasks

#### **Task 8. Public Approval/Coordination**

We will provide assistance to the Town during the public approval process. This work is expected to include:

- Attend three Advisory Committee Meetings
- Attend Plan Commission Review Meeting
- Meeting or conversation with the Town Attorney prior to submittal of the Ordinance to the Council
- Attend one Council meeting to present the proposed Impact Fee Study.

### **III - Fee**

The Arsh Group proposes an estimated fee of Nineteen Thousand Two Hundred Ninety-Six dollars (\$19,296). The following table shows a breakdown of the proposed fee.

The fee does not include any allowances for legal services or engineering review. We are proposing to use the Town's legal and engineering staff to review required sections of the Study for conformity to local and state codes and statutes. We are also assuming that there is no need

for an Appraiser for land valuation. We will use local public sources for determination of comparable land values. The fee will be billed on a monthly basis or different tasks are completed.

	<b>Activity</b>	<b>Hours</b>	<b>Fee</b>
Task 1.	Project Formulation	8	\$870
Task 2.	Collection and Review	52	\$5,140
Task 3.	Facility Needs Analysis	16	\$1,568
Task 4.	Fee Determination	24	\$2,352
Task 5.	Components of the Ordinance	8	\$920
Task 6.	Draft Impact Fee Ordinance	16	\$1,620
Task 7.	Final Impact Fee Ordinance	12	\$1,176
Task 8.	Public Approval/Meetings/Coordination	46	\$5,350
<b>Subtotal</b>		<b>182</b>	<b>\$18,996</b>
Expenses			\$300
<b>Project Total</b>			<b>\$19,296</b>

#### **IV - Deliverable**

1. Draft Impact Fee Study
2. Final Impact Fee Study (5 copies)

# TOWN OF CEDAR LAKE

*Office of the Clerk-Treasurer*

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

Tel: (219) 374-7000

Fax: (219) 374-4446



## MEMORANDUM

Date: September 30, 2020

From: Margo A. Nagy, IAMC, CMC, CPM  
Chief Deputy

Subject: Y2020 Ambulance Bid Opening

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A bid opening for the Y2020 Ambulance Bid was held at 4:15 p.m. on September 30, 2020 in the Cedar Lake Town Hall conference room.

Three sets of bid specifications were sent out. Three bids were returned. Fire Chief Todd Wilkening opened the sealed bids with the following prices.

Fire Services	\$313,039.00
Horton	\$298,758.00
North Central	\$298,785.00

A representative from North Central noted during the opening the price after the rebate listed in their packet was typed wrong. The price after the rebate is \$294,485.

Present:

Todd Wilkening, Fire Chief

Nick Mager, Deputy Fire Chief

Jill Murr, Town Administrator

Cliff Wroe, Technology Director

Margo Nagy, Chief Deputy Clerk

A representative from Fire Services and North Central



# Cedar Lake Police

7408 Constitution • P.O. Box 305  
Cedar Lake, IN 46303  
(219) 374-5416 FAX (219) 374-9231

Chief William T. Fisher



[www.cedarlakein.org](http://www.cedarlakein.org)

October 6<sup>th</sup>, 2020

To: Randall Niemeyer, President Cedar Lake Town Council  
From: Lester C. Kaper, Chairman Cedar Lake Board of Safety

Ref: New Officers

Dear Mr. Niemeyer,

The following candidates have been selected by the Cedar Lake Board of Safety by a vote of FIVE (5) in favor and NONE (0) against, to be given conditional offers of employment on October 5<sup>th</sup>, 2020 public meeting. Candidates completed an extensive physical and mental screening, back ground check, and interviews by the Cedar Lake Police Board and the Cedar Lake Board of Safety.

1. Alexis Dills
2. Bradley Kamstra

The Board of Safety also extended a list of potential candidates to be in effect until October 1<sup>st</sup> 2021, at which time the list will expire. These two candidates have been notified that they are currently on a list and can be called upon should a position open up within the ranks of the Cedar Lake Police Department.

1. Benjamin Tomko
2. Richard Sterk

Respectfully,

Lester C. Kaper  
Chairman, Cedar Lake Board of Safety



October 1, 2020

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

Attention: Jill Murr – Town Administrator

Re: Town Engineer Report for October 6, 2020 Town Council Meeting  
(CBBEL Project No.: 060015.00001)

Dear Council Members:

This letter summarizes Christopher B. Burke Engineering, LLC (CBBEL) Town Engineer activities for reporting and action (as necessary) for the October 6, 2020 Town Council Meeting. This report covers activities for the period of August 28, 2020 through October 1, 2020.

### **1) Aquatic Ecosystem Restoration Cedar Lake Project, Section 206**

The team completed the bathymetric, sediment and fish surveys of the lake and have compiled the data into base sheets. The wetland delineation field of the study area has also been completed and the wetland delineation report is being completed. Base sheets of the sediment dewatering site have been prepared using Lake County topographic data, and initial concept redline sketch drawings of the dewatering site layout have been generated. The concepts are in the process of being drafted for presentation purposes. Sediment depth mapping has been prepared and we have begun to evaluate and complete potential dredge plans for the lake.

Over the next few weeks, we expect the wetland delineation report to be completed, concept drawings of the sediment dewatering site to be ready for review, and concept dredge plans to be ready for review. Once these documents are prepared, CBBEL will schedule a meeting with Town staff to present the concepts and begin earnest discussion regarding the concepts.

## **2) MS4 Coordination**

IDDE outfall screening will begin on October 8<sup>th</sup> in accordance with the Town's NPDES Phase II Stormwater/MS4 Permit.

## **3) 133<sup>rd</sup> Avenue Phase 2 – Construction Services**

*No change from prior report.* INDOT LaPorte District approved the final pay estimate and sent the project down to central office for official close-out. We are coordinating final PO reimbursables with INDOT. The Town's overpayment into the two PO's should be around \$25,000.

## **4) High Grove Subdivision Improvements**

The final application was submitted to the Town on September 22<sup>nd</sup> for \$39,470.00. A final balancing change order was also provided (non-monetary). Pending approval of these two documents, the project will be closed.

## **5) 129<sup>th</sup> Avenue (Parrish Avenue to US-41) Improvements**

Based on discussions with the Street Committee on September 30<sup>th</sup>, this project will be submitted as part of the 2<sup>nd</sup> CCMG round. Since the HIP project was below the engineer's estimate, the remaining funds possibly available to the Town are +/- \$400,000 (50/50 matching). The last engineer's estimate for the 129<sup>th</sup> Avenue project was +/- \$620,000. CBBEL was instructed to add project elements to increase the cost to \$800,000, so (if chosen) the Town would exhaust all available CCMG funds for 2020. Added elements would be curb/gutter from the western edge of the Monastery Woods, North Subdivision to Parrish Avenue, storm sewer, and replacement of all driveway culverts in poor condition.

## **6) NIRPC/State Legislature/INDOT/IDNR Updates**

The Notice of Funding Availability (NOFA) for the 2025-26 Transportation Improvement Program (TIP) was released by NIRPC on September 11<sup>th</sup>. The virtual webinar for this NOFA was held on September 29<sup>th</sup> to go over application revisions. Applications are due on October 1<sup>st</sup> at 5pm (CST). One-on-one meetings will be held with NIRPC staff prior to October 16<sup>th</sup> (as needed). Selected projects will be presented to the TPC in February 2021. CBBEL has been instructed to update previous applications for the Lake Shore Drive sidewalk corridor and the Founders Creek trail.

NIRPC issued notice of funds available through the U.S Economic Development Administration. These funds are related to the Public Works and Economic Adjustment Assistance Programs. These are revolving programs that don't have closing dates and are typically 50/50 matching between \$100,000 and \$3,000,000. These programs have been

partially funded when Congress appropriated \$1.5 billion via the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).

## 7) Other Funding Opportunities

- **Community Crossing Matching Grant, INDOT:** The HIP project began on September 16<sup>th</sup>. The heat scarification process was completed on September 25<sup>th</sup>. Edge grading began on September 30<sup>th</sup>. Edge milling and other milling areas will begin soon and the final surface asphalt will be placed later in October. As noted above, 129<sup>th</sup> Avenue from US-41 to Parrish Avenue will be submitted for consideration during the second call. This application is due to INDOT on October 23<sup>rd</sup>.
- **Railroad Grade Crossing Fund, INDOT:** The Town was notified on September 30<sup>th</sup> that they received this funding for \$11,400. This funding will remove and replace railroad striping throughout Town.

## 8) Highland Subdivision (High Grove, Phase 2)

*No change from prior report.* CBBEL and NIPSCO held a conference call on August 17<sup>th</sup> to discuss easement acquisition progress. NIPSCO noted that they had four (4) more parcels to obtain. They were confident in acquiring two of the parcels but were having difficulty with two that were related to a potential death transfer and a foreclosure. Parcel information for the latter two were given to Town staff to provide any assistance. They were non-committal to a conclusion date and a subsequent start to utility relocation activities. The hope is to perhaps bid the project for a March/April 2021 letting. However, this will be dependent on NIPSCO progress over the coming months. Gas main relocations and service switchovers in winter are difficult to predict and set timelines.

## 9) Town Road Committee

The Road Committee met via conference call on September 30<sup>th</sup>. Below is a summary of discussed items and other ongoing items.

- 129<sup>th</sup> Avenue and CCMG: See above.
- Noble Oaks, Southern Lobe: This is on W&K's schedule and should begin next week.
- Town Hall Parking Lot: PWs has begun to bring the subbase down to grade in preparation of paving by W&K.
- Fairbanks Street from 129<sup>th</sup> Ave to Vermillion: This proposal with W&K was approved and is being scheduled.
- Town Fire Department Parking Lot: This proposal with W&K was approved and is being scheduled.
- East Lake Shore Drive (north of South Shore GC Clubhouse): This proposal with W&K



was approved and is being scheduled.

- Vermillion Dr Curve: CBBEL is obtaining a survey quote to complete survey for the curve/hill between Fairbanks Street and Knight Street. CBBEL will then provide for the road rehabilitation and drainage issues.
- Parrish Avenue from 137<sup>th</sup> Avenue to 133<sup>rd</sup> Avenue: CBBEL is preparing plans and specifications to rehabilitate the roadway, add storm sewer, curb/gutter, and sidewalk.
- Town Club Ditch Outlet Improvements: Metro is through Lake Shore Drive with the new outlet. NIPSCO is relocating a gas main and Metro will install the remaining storm sewer improvements soon.
- Subdivision Master Plan: Preparation of this plan is on-going.

## 10) Redevelopment Commission

CBBEL is completing the following projects for the Redevelopment Commission:

- 133<sup>rd</sup> Avenue/King Drive Intersection Safety Improvements (DES No. 2000023): CBBEL re-submitted Stage 3 design to address previous comments on September 17<sup>th</sup>. Final tracings are scheduled for November 2<sup>nd</sup>.
- Morse Street Corridor Pedestrian Path: CBBEL presented an updated Morse Corridor plan to the RDC that included a watermain extension. CBBEL was asked to provide a design proposal for this work by next meeting.
- Midway Gardens: Three conceptual alternatives and cost estimates for the relocation of Lake Shore Drive were provided to the RDC on August 19<sup>th</sup>. It is our understanding this information is currently being evaluated. **No Change.**
- Lake Shore Drive Retaining Wall: The RDC has re-visited an evaluation completed by CBBEL in 2013 regarding the railroad tie retaining wall located along Lake Shore Drive adjacent to Bartlett-Wahlberg Park. CBBEL recommend a slope-stability analysis be completed prior to any repairs being considered. This wall is also most likely located on private property. **No Change.**

## 11) Plan Commission

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

- Henn (former King Medical Building along Broadway): CBBEL issued a letter to the Applicant on July 17<sup>th</sup> to address continued site plan issues regarding drainage along the southern property boundary. **No Change.**
- Monastery Woods, South Letter of Credit Project: Walsh & Kelly has completed curb, sidewalk, and utility repairs. They are scheduled to mill out pavement sections on Friday and pave on Monday.
- Development Standards Manual Update: CBBEL has begun updates to the DSM. This work will continue throughout the winter. **No Change.**

## 12) Stormwater Management Board

Oaks/Shades Wilson Ditch: CBBEL has completed engineering plans and contract documents for this project. We are awaiting easement acquisition. CBBEL and Town staff met with the affected homeowners on February 5<sup>th</sup>. As a result of this meeting, CBBEL completed a site visit to evaluate upstream drainage issues related to Havenwood Subdivision. The larger upstream drainage issue may be addressed with a future project. **No Change.**

13437 Bluebird Lane, Robin's Nest: This is a rear yard drainage issue likely caused by a downstream property owner raising grades within a designated public utility and drainage easement. Town staff was directed to get a legal opinion on the removal of fences within easements to gain access to the area. **Update: It is our understanding that Town staff is contacting the homeowner to discuss the requirements for a permanent easement to Bluebird Lane.** *No Change.*

Woods of Cedar Creek: CBBEL presented a proposed grading plan to Storm Board members for Lots 4 and 5. CBBEL is also preparing revised temporary easement documents for the new disturbance limits. **Update: The Town received one bid for this project from Redbud Landscape Services for \$47,983.00. A recommended Notice of Award summary letter was provided to the Town on August 25<sup>th</sup>.**

7513 W. 136<sup>th</sup> Lane, Woodland Shores: The landowner noted stormwater issues located on his property. The property is located in a low area of 136<sup>th</sup> Avenue with several small drain tiles servicing the area. It was recommended that the drain tiles and corresponding downstream storm sewer system be televised by Public Works. Depending on these results, CBBEL will prepare an existing conditions hydraulic model of the system utilizing survey from a 2007 roadway capital improvement project to determine existing capacity. **PWs staff televised the system and CBBEL completed an existing storm sewer model prior to the last meeting. PW's is going to complete a smoke test to determine the limits of the existing storm sewer in rearyards. After we have that information, CBBEL will start preparing alternatives and cost estimates.**

9208 W. 142<sup>nd</sup> Place, Mary Ellen Subdivision: CBBEL is preparing alternatives and cost estimates to correct a rearyard drainage issue on this parcel.

50/50 Rearyard Drainage Program: CBBEL prepared draft guidelines for the board's review. The purpose of this program would allow for a cost share with the homeowner to install rearyard drainage in older pre-platted subdivisions with little to no existing storm sewer. The cost share would be capped at \$5,000 for the homeowner and costs above this cap would be incurred by the Town. No vote was made at the meeting. **No Change. This will be further discussed and the program will likely be in place for 2021.**

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

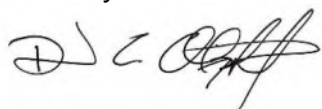
### **13) Building Department**

CBBEL completed as-built and site plan reviews for 39 lots in August and 13 lots in September 2020. CBBEL has also been completing on-going development reviews in the following subdivisions/projects: Summer Winds, Summer Winds Plaza, Birchwood Farms, Rose Garden Estates, Ledgestone, Centennial, Beacon Pointe, Lakeside, and Offshore Estates.

Zoning Map: CBBEL has completed the new zoning map for Town use. We are also finalizing a method to interactively view the zoning map on ESRI ArcReader software at Town Hall or even embedding a link on the Town's website for public viewing (if desirable). The ESRI ArcReader software is free and not licensed. This information has been conveyed to Town staff for a decision. **No Change.**

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

Sincerely,



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

L060015 Council Report 100120.docx

CC: Director of Operations  
Building Administrator  
Town Attorney

Attachments: Project Status Report  
All Projects Schedule

# Town of Cedar Lake – Project Status Report

## Christopher B. Burke Engineering, LLC

updated 10/01/20

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
060015.00001	Town Council	n/a	Town Council Report for 10/06/20 meeting	Completed	10/01/20
060015.00002	Plan Commission	n/a	Plan Reviews & LOC Inspections	Plan Commission Meetings and Review of Plan Applications. See letter for details.	ongoing
060015.00003	Stormwater Management Board	n/a	Review and reporting concerning agenda action items	Reviewing items as requested and reporting status to Storm Board. See letter for details.	ongoing, as requested
060015.00006	Stormwater Cost of Services Study	n/a	ERU calculation review	Ongoing review of ERU calculations for parcels requested by Town.	ongoing, as requested
060015.00012	206 - Ecosystem Restoration	n/a	Re-Draft Final Feasibility Study Report	<p>The team completed the bathymetric, sediment and fish surveys of the lake and have compiled the data into base sheets. The wetland delineation field of the study area has also been completed and the wetland delineation report is being completed. Base sheets of the sediment dewatering site have been prepared using Lake County topographic data, and initial concept redline sketch drawings of the dewatering site layout have been generated. The concepts are in the process of being drafted for presentation purposes. Sediment depth mapping has been prepared and we have begun to evaluate and complete potential dredge plans for the lake.</p> <p>Over the next few weeks, we expect the wetland delineation report to be completed, concept drawings of the sediment dewatering site to be ready for review, and concept dredge plans to be ready for review. Once these documents are prepared, CBBEL will schedule a meeting with Town staff to present the concepts and begin earnest discussion regarding the concepts.</p> <p>– see 10/01/20 Council Report for details.</p>	ongoing
090043	MS4 Coordination	\$19,400	MS4 Coordination Services & Development SESC/Rule 5 Inspections	IDDE outfall screening will begin on October 8 <sup>th</sup> in accordance with the Town's NPDES Phase II Stormwater/MS4 Permit. – see 10/01/20 Council Report for details	ongoing
1300022.00000 (INDOT) & 1300022.00002	133 <sup>rd</sup> Avenue (Phase 2) – Construction	\$359,869 & \$54,923	Construction Activities (To Substantial Completion)	<i>No change from prior report.</i> INDOT LaPorte District approved the final pay estimate and sent the project down to central office for official close-out. We are	ongoing

(Local)	Services			coordinating final PO reimbursables with INDOT. The Town's overpayment into the two PO's should be around \$25,000. – see 10/01/20 Council Report for details	
170332	High Grove Subdivision Improvements	\$261,000	Construction Observation	The final application was submitted to the Town on September 22 <sup>nd</sup> for \$39,470.00. A final balancing change order was also provided (non-monetary). Pending approval of these two documents, the project will be closed. – see 10/01/20 Council Report for details	ongoing
190104	Highland Subdivision Design	\$59,950	Design Services, Permitting, Bidding Services	<i>No change from prior report.</i> CBBEL and NIPSCO held a conference call on August 17 <sup>th</sup> to discuss easement acquisition progress. NIPSCO noted that they had four (4) more parcels to obtain. They were confident in acquiring two of the parcels but were having difficulty with two that were related to a potential death transfer and a foreclosure. Parcel information for the latter two were given to Town staff to provide any assistance. They were non-committal to a conclusion date and a subsequent start to utility relocation activities. The <u>hope</u> is to perhaps bid the project for a March/April 2021 letting. However, this will be dependent on NIPSCO progress over the coming months. Gas main relocations and service switchovers in winter are difficult to predict and set timelines. – see 10/01/20 Council Report for details	ongoing