

**TOWN COUNCIL
PUBLIC MEETING AGENDA
November 17, 2020 - 7:00 PM**

Town Council Public Meeting

November 17, 2020

3. Ordinance No. 1371: Ordinance to Amend VALIC Ordinance

P12-14

Motion: _____ 1st _____ 2nd _____

Carnahan	Foreman	Miller	Schieben	Sharpe	Rivera	Niemeyer	Vote
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

4. Resolution No. 1272: Waste Water Treatment Plant Reimbursement Resolution

P15-16

Motion: _____ 1st _____ 2nd _____

Carnahan	Foreman	Miller	Schieben	Sharpe	Rivera	Niemeyer	Vote
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

PLAN/BZA:

1. Letter of Credit Amendment: Off Shore Estates

P17-18

Motion: _____ 1st _____ 2nd _____

Carnahan	Foreman	Miller	Schieben	Sharpe	Rivera	Niemeyer	Vote
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

2. Owner/Petitioner: Teresita Barajas – 12548 Parrish Ave – Special Use Variance P19

The Board of Zoning Appeals certifies an **Unfavorable** Recommendation to the Town Council for the requested **Special Use Variance** to allow the Petitioner: **Teresita Barajas** to have a single family residential rental unit above a garage in a R-1 Zoning District, by a vote of **5 in favor and 0 against**.

Motion: _____ 1st _____ 2nd _____

Carnahan	Foreman	Miller	Schieben	Sharpe	Rivera	Niemeyer	Vote
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

NEW BUSINESS:

1. Park & Recreation Impact Fee Committee Member Appointments

(Deferred from 10/20/20)

Motion: _____ 1st _____ 2nd _____

Carnahan	Foreman	Miller	Schieben	Sharpe	Rivera	Niemeyer	Vote
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

2. Moto on Ice

Motion: _____ 1st _____ 2nd _____

Carnahan	Foreman	Miller	Schieben	Sharpe	Rivera	Niemeyer	Vote
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

3. Fire Department Conditional Offer

Motion: _____ 1st _____ 2nd _____

Carnahan	Foreman	Miller	Schieben	Sharpe	Rivera	Niemeyer	Vote
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

4. Y2021 Ambulance/EMS & Fire Protection Services Agreement

Motion: _____ 1st _____ 2nd _____

Carnahan	Foreman	Miller	Schieben	Sharpe	Rivera	Niemeyer	Vote
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

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5. IPEP Safety Grants

P20-25

Motion: _____ 1st _____ 2nd _____

Carnahan	Foreman	Miller	Schieben	Sharpe	Rivera	Niemeyer	Vote
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

6. NIRPC Resilience Cohort Program Initiative

P26

Motion: _____ 1st _____ 2nd _____

Carnahan	Foreman	Miller	Schieben	Sharpe	Rivera	Niemeyer	Vote
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

7. Ratification of Temporary Easement Agreement Acceptance – Hanover School Corp. P27-29

Motion: _____ 1st _____ 2nd _____

Carnahan	Foreman	Miller	Schieben	Sharpe	Rivera	Niemeyer	Vote
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

8. Town Club Ditch Outlet Improvement Project - Pay Application #1

P30-35

Motion: _____ 1st _____ 2nd _____

Carnahan	Foreman	Miller	Schieben	Sharpe	Rivera	Niemeyer	Vote
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

REPORTS:

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

P36-38

WRITTEN COMMUNICATION:

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

P39

P40-47

PUBLIC COMMENT:

ADJOURNMENT:

PRESS SESSION:

NEXT MEETING: Tuesday, December 1, 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.

2020 TRUNK OR TREAT DONATIONS

Cedar Lake Police Department cars and candy

Cedar Lake Fire Department cars and candy

Cedar Lake Public Works – Bill Westerhoff (parking help)

Monetary Donations:

Michelle Muckey – Dog-N-Tub \$100.00 cash

Jostes & Glen Law Office - \$100.00 check

Black Ice Seal Coat - \$50.00 check

Candy Donations:

Bob Carnahan – candy

Eagles Club - candy

Fred & Donna Rosenich – GBY – candy

Caseys General Stone – candy

Ann & Bret Christ - ABK Locksmith – candy

Don Frey – Bugaboos – candy

Holly Hemminger – 20 Brookfield Zoo Tickets

CL Vending – pallet of pop

Pete Blagojevic – Hunleys – candy

Nies Engineering Inc – candy

Austgen Kuiper Jasaitis P.C. – candy

Schieben Automotive – banner

Bryan Zabrecky – participation – car & candy

Strack & Van Til – participation – cars & candy

AnyTime Fitness – participation - car & candy

Tracy Haskell and Tara Bielke– Hanover School Board – participation - car & candy

Ronda Huisman – Faith Church – participation – 6 cars & candy

Damia Garcia – Color World – participation – car & candy

Grace Kelly – participation – car & candy

Grit Fitness – participation – car & candy

Summerfest – car and candy

Faith church – car and candy

Hanover Booster club – Indy Gonzalez and Mary Joan Dickson – car and candy

Generation Nutrition – car and candy

Kathy Broomhead – car and candy

Republic Services – participation – truck & candy – garbage cans

Patti's All American Gym – participation – car & candy

Illiana Heating – participation – car and candy

Aaron State Farm – participation – car, trailer & candy

James Chrysler – participation – 3 cars & candy

Anton Agency/Safari Marketing – participation – car & candy

Schieben Automotive – participation – golf cart, car & candy

Chamber of Commerce – participation – car & candy

Corvette Club – participation – cars (how many?)

Niemeyer Trucking – participation – truck & candy

Gruel Brothers – participation – car, candy and robot

Midwest Ice Arena – participation – car & candy

Centier Bank – participation – car & candy

Dave & Sue Gozdecki – participation – car & candy

Historical Society – participation?

Frankies Auto Sales – participation – car, tent & candy

Jerry Tippy – car and candy

Kevin Toth – car and candy

Summers heating and cooling – car and candy

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1369

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 Owner of the land hereinafter described filed a petition with the Plan Commission of the Town of Cedar Lake, Lake County, Indiana, and Petitioner, for the rezoning of said property from Title X – Residential Multiple-Family (R-M) Zoning District Classification to Title VIII - Residential (R-2) Zoning District Classification; and

WHEREAS, the Plan Commission of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Plan Commission"), has heretofore on the 21st day of October, 2020, held a Public Hearing pursuant to notice as prescribed by applicable law, on such Petition, and other matters pertaining thereto; and

WHEREAS, the Plan Commission, at the conclusion of the afore-described Public Hearing, certified its FAVORABLE RECOMMENDATION on such Petition to the Town Council of the Town of Cedar Lake, Lake County, Indiana, related to said petition for rezoning.

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

SECTION ONE: That the Zoning Ordinance of the Town of Cedar Lake, Lake County, Indiana, the same being Town Ordinance No. 496, as amended, and the Zoning Map of the Town of Cedar Lake, Lake County, Indiana, each be, and the same are hereby amended to reclassify the following described parcel of real estate from Title X – Residential Multiple-Family (R-M) Zoning District Classification to Title VIII - Residential (R-2) Zoning District Classification, to-wit:

Lots 22, 27, 28, 29, 30, 31 and the South half of Lot 32, in Shades Addition to Cedar Lake Plat I, Block 4, as per plat thereof, recorded in Plat Book 11, page 30, in the Office of the Recorder of Lake County, Indiana.

SECTION TWO: That all existing Town Code Sections and Ordinance, 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 COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, THIS ____ DAY OF NOVEMBER, 2020.

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

Randell C. Niemeyer, President

Julie A. Rivera, Vice-President

Robert H. Carnahan, Council Member

John C. Foreman, Council Member

Ralph Miller, Council Member

Colleen Schleben, Council Member

Richard Sharpe, Council Member

ATTEST:

Jennifer N. Sandberg, IAMC,
Clerk-Treasurer

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1370

AN ORDINANCE AMENDING TOWN SALARY ORDINANCE NO. 1370 ESTABLISHING JOBS AND SALARIES TO BE PAID CERTAIN OFFICES, POSITIONS, AND JOBS WITHIN THE TOWN OF CEDAR LAKE FOR THE YEAR 2021, AND REPEALING ALL ORDINANCES, OR PARTS THEREOF, IN CONFLICT THEREWITH.

WHEREAS, pursuant to the provisions of Title 36 of the Indiana Code, as amended from time to time, the salaries, wages, and compensation of the Town Council, Clerk-Treasurer, Municipal Employees, Wastewater Utility Employees, Storm Water Utility Employees, Waterworks Utility Employees, Boards, Commissions and Inspectors shall be as the Town Council, by Ordinance, may direct; and

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, finds it appropriate to set forth a schedule of salaries, wages, and compensation for said Officers, Employees, Boards, Commissions, Inspectors and Compensated Volunteers for the calendar year **2021**.

NOW, THEREFORE, BE IT ORDAINED that the schedule of salaries, wages, and compensation be established for the calendar year by the Town Council as attached as **Exhibit “A”**:

In addition to the above salary schedules, the following definitions of Employment and Services shall apply to all Appointed and Elected positions.

Employment, as defined by the provisions of IC 22-4-8 *et seq.*, as amended from time to time, subject to the other provisions of this Town Salary Ordinance, also as amended from time to time, means service, including service in interstate commerce performed for remuneration or under any contract of hire, written or oral, expressed or implied. Services performed by an individual for remuneration shall be deemed to be employment subject to this Ordinance, as amended from time to time, irrespective of whether the common-law relationship of master and servant exists.

Services as defined by the provisions of IC 22-4-8 *et seq.*, as amended from time to time, subject to the other provisions of this Town Salary Ordinance, also as amended from time to time, shall be considered an individual’s entire service performed as an employee of the Town, including any services performed which are subject to contribution solely by reason of liability for any federal tax against which credit may be taken for contributions paid into a state unemployment compensation fund. However, services performed after December 31, 1977, by an individual in the any of the following capacities is excluded as services for employment purposes:

1. An elected official;
2. A member of a legislative body or of the judiciary of a state or political subdivision;
3. An employee serving on a temporary basis in the case of fire, snow, storm, earthquake, flood, or similar emergency;
4. An individual in a position which, under the laws of the State, is designated as:
 - a. A major non-tenured policymaking or advisory position; or
 - b. A policymaking or advisory position the performance of the duties of which ordinarily does not require more than eight (8) hours per week.

- c. Service performed after March 31, 1981, by an individual whose service is part of an unemployment work relief or work training program assisted or financed in whole by any federal agency or an agency of this state or a political subdivision of this state, by an individual receiving such work relief or work training is excluded.

Longevity Pay: In addition to the above salary schedules and added definitions, the following longevity pay shall apply to all full-time employees, and the Clerk-Treasurer, including sworn officers of the Metropolitan Police Department, and sworn officers of the Fire Department. Longevity pay is considered a benefit of payment based upon an amount of time of service in employment to the Town.

After 3 years of service:	\$15.00 per pay
After 8 years of service:	\$30.00 per pay
After 13 years of service:	\$45.00 per pay
After 16 years of service:	\$60.00 per pay
After 19 years of service:	\$75.00 per pay

Holiday Pay: Holidays (full days, 8 hours) to be observed with pay as follows for all full-time civilian employees, and the Clerk-Treasurer. Holidays are New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and the day after, Christmas Eve and Christmas Day. If a holiday occurs on Saturday, the Friday before such day shall be designated as holiday with pay, and if the holiday occurs on Sunday, the Monday after such day shall be designated as holiday with pay. Primary and General Election days are granted as paid holidays only when there is an election year. *Refer to the Police Department Standard Operating Procedure (SOP) concerning Sworn Police Officers.*

Fri, Jan 1, 2021	New Year's Day	Mon, Sep 6, 2021	Labor Day
Mon, Jan 18, 2021	Martin Luther King Day	Thurs, Nov 11, 2021	Veterans' Day Observed
Mon, Feb 15, 2021	Presidents' Day	Thurs, Nov 25, 2021	Thanksgiving Day
Fri, April 2, 2021	Good Friday	Fri, Nov 26, 2021	Day After Thanksgiving
Mon, May 31, 2021	Memorial Day	Fri, Dec 24, 2021	Christmas Eve
Mon, Jul 5, 2021	Independence Day Observed	Mon, Dec 27, 2021	Christmas Day Observed

Holidays to be observed with pay as follows for all full-time and part-time Fire personnel.

Fri, Jan 1, 2021	New Year's Day	Mon, Sep 6, 2021	Labor Day
Fri, April 2, 2021	Good Friday	Thurs, Nov 25, 2021	Thanksgiving Day
Sun, Apr 4, 2021	Easter Sunday	Fri, Dec 24, 2021	Christmas Eve
Mon, May 31, 2021	Memorial Day	Mon, Dec 27, 2021	Christmas Day Observed
Mon, Jul 5, 2021	Independence Day Observed	Fri, Dec 31, 2021	New Year's Eve

Group Health Insurance: Each eligible employee shall be provided health, vision, and dental insurance at the cost of 10% of the monthly premium charged and paid by the Town, payable monthly. The Town will pay 90% of the monthly premium charged to the Town for such coverage. Notwithstanding anything in the foregoing sentence to the contrary, the Town employee shall pay 10% of the monthly premium charged to the Town for whatever coverage the employee selects.

Recording Secretary Compensation: Full-time employees acting as Recording Secretary for a Board or Commission shall be paid their regular hourly rate from the appropriate budget, and may qualify for overtime compensation.

Waiver of Payment and Compensation: Per IC 36-5-3-6, only Elected Officials can waive receipt of payment of compensation for services. Any waivers shall be in written submission to the

Clerk-Treasurer before January 1 of the year covered by the notice. The Official understands that the notice is irrevocable beginning January 1 of the year covered. Upon receipt of such waiver, the Clerk-Treasurer shall report the same to the Town Council.

Bi-weekly wages for all hourly and salaried employees may be lower than stated. Bi-weekly amounts stated are not to exceed. Hourly rates shown for employees may be rounded.

Emergency Fire Service Response: All Employees of the Town who are also delineated as Members of the Cedar Lake Volunteer Fire Department, a not-for-profit entity, shall be permitted to respond to any fire or emergency-related call which the Town Volunteer Fire Department ordinarily and necessarily responds to while said Employee is engaged in his/her duties and responsibilities as a Town Employee. In the event an Employee elects to respond to the fire or emergency-related call for which the Town Volunteer Fire Department ordinarily responds, then said Employee shall be paid the regular wage or salary which the Employee is entitled to under the terms and provisions of this Ordinance, as amended from time to time, without loss or penalty. In the event an Employee elects to respond to a fire or emergency-related call while working as a Town Employee, that Employee shall not be entitled to receipt of, nor shall be paid by the Town Volunteer Fire Department, and the only compensation of the Employee shall be that of the wages or salaries to which that Employee is entitled and no other.

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.

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.

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, in conformance with applicable law.

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

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

Randell Niemeyer, President

Julie Rivera, Vice President

Robert H. Carnahan, Ward 1

John Foreman, Ward 2

Ralph Miller, Ward 4

Colleen Schieben, Ward 6

Richard Sharpe, Ward 7

ATTEST:

Jennifer N. Sandberg, IAMC
Clerk-Treasurer

Department	Employee Description	Position Type	Pay Base	2021 Bi-Week Salary	2021 Hourly Maximum	GEN (%)	MVH (%)	LCSW (%)	WW (%)	WTR (%)	SWD (%)	RDC (%)	Parls NR (%)	Total (%)
Town Council & Administration	Town Council President	Elected	N/A	--- \$1,117.55 per month ---	---	25.0%	0.0%	0.0%	25.0%	25.0%	25.0%	0.0%	0.0%	100.0%
	Town Council Member	Elected	N/A	--- \$1,030.00 per month ---	---	25.0%	0.0%	0.0%	25.0%	25.0%	25.0%	0.0%	0.0%	100.0%
	Town Manager	Full-time	Salary Executive	\$3,461.54		36.0%	0.0%	0.0%	36.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Technology Director	Full-time	Salary/Exempt	\$2,575.00		50.0%	0.0%	0.0%	20.0%	15.0%	15.0%	0.0%	0.0%	100.0%
	Administrative Assistant	Full-time	Hourly		\$18.54	35.0%	0.0%	0.0%	35.0%	17.5%	7.5%	5.0%	0.0%	100.0%
	Custodian	Part-time	Hourly		\$12.61	60.0%	0.0%	0.0%	25.0%	0.0%	15.0%	0.0%	0.0%	100.0%
	Recreation Coordinator	Part-time	Hourly		\$17.00	50.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	50.0%	100.0%
	Utility Account Specialist	Part-time	Hourly		\$100.00	0.0%	0.0%	0.0%	50.0%	25.0%	25.0%	0.0%	0.0%	100.0%
	Recording Secretary*	Part-time	Hourly		\$12.00									0.0%
	*Payable from the appropriate fund(s) based on meeting type. Full-time employees acting as Recording Secretary shall be paid their regular hourly rate and may qualify for overtime compensation.													
Planning, Zoning & Building	Planning Director	Full-time	Salary/Exempt	\$2,773.08		25.0%	0.0%	0.0%	42.5%	0.0%	27.5%	5.0%	0.0%	100.0%
	Building Administrator	Full-time	Salary/Exempt	\$2,115.39		40.0%	0.0%	0.0%	40.0%	0.0%	20.0%	0.0%	0.0%	100.0%
	Building Coordinator	Full-time	Hourly		\$18.54	40.0%	0.0%	0.0%	40.0%	0.0%	20.0%	0.0%	0.0%	100.0%
	Planning Secretary	Part-time	Hourly		\$15.55	25.0%	0.0%	0.0%	42.5%	0.0%	27.5%	5.0%	0.0%	100.0%
	On Call Building Inspector	On Call	Per Inspection		\$20.47	40.0%	0.0%	0.0%	40.0%	0.0%	20.0%	0.0%	0.0%	100.0%
Clerk Treasurer	Inspector/Code Enforcement Officer (PT)	Part-time	Hourly		\$19.48	50.0%	0.0%	0.0%	25.0%	0.0%	25.0%	0.0%	0.0%	100.0%
	Building Inspector	Full-Time	Hourly		\$20.47	40.0%	0.0%	0.0%	40.0%	0.0%	20.0%	0.0%	0.0%	100.0%
	Clerk-Treasurer	Elected	Salary/Exempt	\$1,957.00		41.0%	0.0%	0.0%	31.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Clerk-Treasurer IAMC	Elected	Salary/Exempt	\$1,986.36		41.0%	0.0%	0.0%	31.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Clerk-Treasurer - CMC	Elected	Salary/Exempt	\$2,016.15		41.0%	0.0%	0.0%	31.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Clerk-Treasurer - CPS	Elected	Salary/Exempt	\$2,046.40		41.0%	0.0%	0.0%	31.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Clerk-Treasurer - CPM	Elected	Salary/Exempt	\$2,087.34		41.0%	0.0%	0.0%	31.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Clerk-Treasurer - MMC	Elected	Salary/Exempt	\$2,475.21		41.0%	0.0%	0.0%	31.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Chief Deputy	Full-time	Salary/Exempt	\$1,548.17		45.0%	0.0%	0.0%	32.0%	18.0%	5.0%	0.0%	0.0%	100.0%
	Chief Deputy - IAMC	Full-time	Salary/Exempt	\$1,627.17		45.0%	0.0%	0.0%	32.0%	18.0%	5.0%	0.0%	0.0%	100.0%
	Chief Deputy - CMC	Full-time	Salary/Exempt	\$1,698.61		45.0%	0.0%	0.0%	32.0%	18.0%	5.0%	0.0%	0.0%	100.0%
	Chief Deputy - CPS	Full-time	Salary/Exempt	\$1,742.32		45.0%	0.0%	0.0%	32.0%	18.0%	5.0%	0.0%	0.0%	100.0%
	Chief Deputy - CPM	Full-time	Salary/Exempt	\$1,786.86		45.0%	0.0%	0.0%	32.0%	18.0%	5.0%	0.0%	0.0%	100.0%
	Deputy Clerk	Full-time	Hourly		\$18.54	0.0%	0.0%	0.0%	55.0%	33.0%	12.0%	0.0%	0.0%	100.0%
	Deputy Clerk - IAMC	Full-time	Hourly		\$18.88	0.0%	0.0%	0.0%	55.0%	33.0%	12.0%	0.0%	0.0%	100.0%
	Deputy Clerk - CMC	Full-time	Hourly		\$19.25	0.0%	0.0%	0.0%	55.0%	33.0%	12.0%	0.0%	0.0%	100.0%
	Payroll/Benefits Clerk	Full-time	Hourly		\$18.54	35.0%	0.0%	0.0%	40.0%	20.0%	5.0%	0.0%	0.0%	100.0%
	Town/Utility Billing Clerk Supervisor	Full-time	Hourly		\$18.17	18.0%	0.0%	0.0%	40.0%	32.0%	10.0%	0.0%	0.0%	100.0%
	Town/Utility Billing Clerk	Full-time	Hourly		\$16.17	18.0%	0.0%	0.0%	40.0%	32.0%	10.0%	0.0%	0.0%	100.0%
	Town/Utility Billing Clerk (PT)	Part-time	Hourly		\$11.33	0.0%	0.0%	0.0%	55.0%	33.0%	12.0%	0.0%	0.0%	100.0%
	Accounts Payable Clerk	Full-time	Hourly		\$16.50	42.5%	0.0%	0.0%	35.0%	17.5%	5.0%	0.0%	0.0%	100.0%
	Accounts Payable Clerk	Part-time	Hourly		\$11.33	41.0%	0.0%	0.0%	36.0%	18.0%	5.0%	0.0%	0.0%	100.0%
	For each designation successfully achieved by an employee, including the Clerk-Treasurer, they shall be compensated the additional amount reflected in the salary ordinance.													

Department	Employee Description	Position Type	Pay Base	2021 Bi-Week Salary	2021 Hourly Maximum	GEN (%)	MVH (%)	LCSW (%)	WW (%)	WTR (%)	SWD (%)	RDC (%)	Parks NR (%)	Total (%)
Police	Police Chief	Full-time	Salary/Exempt											
	Deputy Chief	Full-time NE	Salary	\$2,773.08		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Commander	Full-time NE	Salary	\$2,725.16		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Lieutenant	Full-time NE	Salary	\$2,669.95		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Sergeant	Full-time NE	Salary	\$2,588.23		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Corporal	Full-time NE	Salary	\$2,512.63		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Patrolman First Class	Full-time NE	Salary	\$2,444.59		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Patrolman Second Class	Full-time NE	Salary	\$2,388.31		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Probationary Patrolman	Full-time NE	Salary	\$2,319.43		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Administrative Assistant	Full-time NE	Salary	\$2,244.67		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	FT Clerk	Full-time Civilian	Hourly		\$20.98	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	PT Clerk	Full-time Civilian	Hourly		\$18.22	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Fire	VIPS Stipend	Part-time Civilian	Hourly		\$17.38	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Police Officer First Class Special*	Volunteer	Per Call Out		\$15.00	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	*Certified to Indiana Public Employees' Retirement Fund; rate is fixed.													
	Police Grants: Full-Time Officers shall receive 1.5 times their hourly rate of pay, in addition to their regular salary for work performed as outlined for each specific grant.													
	Uniform Allowance: Full-Time Officers are to receive \$1,200.00 paid semi-annually with the first pay of June and the first pay of December and included with regular pay.													
	VIPS Stipend: for 2021 - January through May activity payable first pay, July, June through November activity payable first pay, in December.													
	Fire Chief	Full-time	Salary/Exempt											
	Deputy Chief	Full-time	Salary/Exempt	\$2,773.08		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Battalion Chief/EMT	Full-time	Salary/Exempt	\$2,623.08		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	EMS Division Chief	Full-time NE	Salary	\$2,092.97		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Captain FF/Paramedic	Full-time NE	Salary	\$2,092.97		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Firefighter/Paramedic	Full-time NE	Salary	\$2,076.65		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Volunteer Fire Department	Firefighter/EMT	Full-time NE	Salary	\$2,060.32		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Probationary Firefighter/Paramedic	Full-time NE	Salary	\$1,534.46		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	EMS Billing Clerk	Full-time NE	Salary	\$1,904.08		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Paramedic	Full-time Civilian	Hourly		\$16.82	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	EMT	Part-time	Hourly		\$18.87	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Firefighter	Part-time	Hourly		\$14.75	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Firefighter 1st Class Special**	Part-time	Hourly		\$14.75	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	**1977 Fire Pension /Disability Fund 1st Class Firefighter Salary equals Paramedic Pay per Resolution No. 1227													
	Uniform Allowance: Full-Time Officers including the Fire Chief are to receive \$300 paid annually with the last pay of January and included with regular pay.													
	Training Officer	Volunteer	Stipend (Annual)	\$1,000.00										
	Fire Inspector	Volunteer	Stipend (Annual)	\$1,000.00										
	Deputy Chief	Volunteer	Stipend (Annual)	\$2,000.00										
	Assistant Chief	Volunteer	Stipend (Annual)	\$750.00										
Volunteer Fire Department	Battalion Chief	Volunteer	Stipend (Annual)	\$500.00										
	Captain	Volunteer	Stipend (Annual)	\$300.00										
	Lieutenant	Volunteer	Stipend (Annual)	\$200.00										
	Car/clothing Allowance	Volunteer	Stipend (Annual)	\$200.00										
	Fire Dispatch	Volunteer	Stipend (Annual)	\$200.00										
	Training Pay	Volunteer	Per Call Out		\$15.00									
	Volunteer Fire Dispatch and Training Pay Compensation issued as follows: December through May activity payable in July, June through November activity payable in December.	Volunteer	Per Call Out		\$15.00									
	Stipends are paid semi-annually with the first pay in July and December.													
	All wages for all hourly employees may be lower than stated. Hourly rates shown for employees may be rounded. Distributions may be adjusted beyond percentages shown based on type of work performed and budgetary constraints.													

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. : 1371

AN ORDINANCE AMENDING TOWN ORDINANCE NO. 817, BEING "AN ORDINANCE ESTABLISHING AN ADDITIONAL SECTION 457 DEFERRED COMPENSATION PLAN PROGRAM FOR THE BENEFIT OF THE EMPLOYEES OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA", ADDING THE TOWN MANAGER EMPLOYEE/JOB POSITION TO ELIGIBLE PARTICIPATION IN THE ESTABLISHED SECTION 457 DEFERRED COMPENSATION PLAN PROGRAM, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, (hereinafter, the "Town Council"), has recently contracted and employed a new Town employee to fill the vacant employee/job position of Town Manager; and

WHEREAS, The Town Council has contracted with its new Town Manager for undertaking and being the Administrative Executive of the Town, pursuant to said Agreement; and

WHEREAS, the Town Council has agreed, as part of the Compensation Package to the newly hired Town Manager, that said employee filling this employee/job position would be entitled to compensatory Retirement Savings benefits of the same or similar type and amount as the other compensatory benefits provided to all other employees of the Town; and

WHEREAS, the Town Council concurs and agrees that its Town Manager has entitlement to Retirement Savings in an amount compensatory with that received by all other employees holding job positions with the Town; and

WHEREAS, the Town Council has heretofore passed and adopted its Ordinance No. 817 establishing an additional Section 457 Deferred Compensation Plan Program for the benefit of Town Employees, which is a Supplemental Retirement Savings Program which Town employees may elect to voluntarily participate in, at no cost to the Town; and

WHEREAS, the Town Council has agreed with its newly hired Town Manager on compensation terms, including retirement benefits compensatory with that of all other Town employees, who also have Indiana Public Employee Retirement Benefits paid for, which the Town Manager does not have; and

WHEREAS, the Town Council now seeks to fulfil its compensation commitment to the recently hired Town Manager, utilizing the established Deferred Compensation Plan administered by Variable Annuity Life Insurance Company (VALIC) in conformance with the requirements of Section 457 of the Internal Revenue Code, and for the Town to pay the cost of same; and

WHEREAS, the Town Council, having reviewed these matters, acknowledging the compensation agreement entered for employment of the Town Manager while filling that employees/job position, and for the fulfillment of contractual obligations of employment, now concurs and agrees that amendment of Town Ordinance No. 817 for such purposes is appropriate, and in the best interests of the Town and its residents.

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

SECTION ONE: That Town Ordinance No. 817, duly adopted on or about February 5, 2002, and specifically **SECTION THREE** of said Ordinance No. 817 be, and the same is hereby amended, to read and provide hereafter as follows, namely:

“SECTION THREE:

- A. Except as set forth in Sub-Section B of this **SECTION THREE**, the Town of Cedar Lake, Lake County, Indiana, Additional Section 457 Deferred Compensation Plan administered by Variable Annuity Life Insurance Company (VALIC) is hereby established, provided that there is no cost to the Town for the program except for incidental expenses of collecting and dispersing the deferrals of the eligible participating employees, and other minor administrative matters regarding the same, and provided that Variable Annuity Life Insurance Company (VALIC) agrees to hold harmless and indemnify the Town of Cedar Lake, Lake County, Indiana, as well as its appointed and elected Officers, Officials, Town Council Members, and participating employees, for any loss resulting from the failure of Variable Annuity Life Insurance Company (VALIC), or its agents to perform its duties and services pursuant to the Variable Annuity Life Insurance Company (VALIC) Deferred Compensation Plan Program.
- B. The Town Manager employment/job position, being recently filled with a new employee, and under Contract of employment duly approved by the Town Council in a public meeting, and effective on the 19th day of October, 2020, is established as an employment/job position eligible for participation under Town Ordinance No. 817, and as amended from time to time hereinafter. Pursuant to Contract Agreement, the Town shall pay and be responsible for participation and payment of the participatory amount agreed upon with the Town Manager, at the cost of the Town. The Town will pay the participation cost of the Town Manager position until or unless the Variable Annuity Life Insurance Company (VALIC) Deferred Compensation Plan Program is notified otherwise.”

SECTION TWO: That Clerk – Treasurer of the Town is hereby authorized to execute for the Town individual participation Agreements with each employee requesting the same, and to act as the “Administrator” of the Deferred Compensation Plan with Variable Annuity Life Insurance Company (VALIC) representing the Town. The Town Council President is hereby authorized to execute such Agreements and Contracts as are necessary to implement the additional Deferred Compensation Plan Program with Variable Annuity Life Insurance Company (VALIC), and the Clerk – Treasurer of the Town shall attest to the execution of the same by the Town Council President.

SECTION THREE: Except as provided for herein pertaining to the employment/job position of Town Manager, and participation by said employee at the cost of the Town, the Town of Cedar Lake, Lake County, Indiana, Additional Section 457 Deferred Compensation Plan administered by Variable Annuity Life Insurance Company (VALIC) is hereby established, provided that there is no cost to the Town for the program except for incidental expenses of collecting and disbursing the deferrals of the eligible participating employees, and other minor administrative matters regarding the same, and provided that Variable Annuity Life Insurance Company (VALIC) agrees to hold harmless and indemnify the Town of Cedar Lake, Lake

County, Indiana, as well as its appointed and elected Officers, Officials, Town Council Members, and participating employees, for any loss resulting from the failure of Variable Annuity Life Insurance Company (VALIC), or its agents, to perform its duties and services pursuant to the Variable Annuity Life Insurance Company (VALIC) Deferred Compensation Plan Program.

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

SECTION FIVE: If any section, clause, provision, or portion of this Ordinance shall be held 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 SIX: That this Ordinance shall take effect, and be in full force and effect, from and after its passage and adoption by the Town Council of the Town of Cedar Lake, Lake County, Indiana, in conformance with applicable law.

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

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

Randell C. Niemeyer, President

Julie A. Rivera, Vice-President

Robert H. Carnahan, Member

John C. Foreman, Member

Colleen Schieben, Member

Ralph Miller, Member

Richard Sharpe, Member

ATTEST:

Jennifer N. Sandberg, IAMC
Clerk-Treasurer

**TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA
JOINT TOWN COUNCIL AND UTILITY BOARD**

RESOLUTION NO. 1272

**A RESOLUTION OF BOTH THE TOWN COUNCIL AND UTILITY
BOARD OF THE TOWN OF CEDAR LAKE, LAKE COUNTY,
INDIANA, DECLARING AN OFFICIAL INTENT TO REIMBURSE
EXPENDITURES WHICH MAY BE INCURRED WITH RESPECT TO
CERTAIN PROJECTS, AND ALL MATTERS RELATED THERETO**

WHEREAS, The Town of Cedar Lake, Lake County, Indiana (hereinafter, the “Town”), is considering proceeding with certain capital improvements and the acquisition of certain property and equipment in connection with proposed improvements to the Cedar Lake-Lowell WWTP Facility and all related equipment, including the Cedar Lake-Lowell Sanitary Sewer Interceptor of the Town, which will be undertaken in phases or parts, and which will service the users of the Town’s Municipal Sewage Works (the “Sewage Works”) (collectively, the “Projects”); and

WHEREAS, the Town reasonably expects to reimburse expenditures for the Projects with proceeds of bonds which may be issued by the Town in one (1) or more series (collectively, the “Bonds”), in an estimated not to exceed aggregate principal amount of \$1,180,000.00, which may be issued by the Town for the purpose of financing all or any portion of the Projects; and

WHEREAS, the Town Council and Utility Board of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the “Town”), seek to establish its intent on behalf of the Town, pursuant to Treas. Reg. §1.150-2 and I.C. § 5-1-14-6(c), that costs of the Projects, which may be incurred by or on behalf of the Town prior to the issuance of the Bonds, may be reimbursed from the proceeds of the Bonds when and if issued; and

NOW THEREFORE, BE IT RESOLVED BY EACH OF THE TOWN COUNCIL AND UTILITY BOARD OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AS FOLLOWS:

SECTION ONE: The Town Council and Utility Board hereby declare the intent of the Town to reimburse expenditures for the Projects which may be incurred prior to the issuance of any Bonds with proceeds of the Bonds when and if issued.

SECTION TWO: This Resolution constitutes a declaration of Official intent to reimburse expenditures under Treas. Reg. §1.150-2 and IC 5-1-14-6(c).

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

ALL OF WHICH IS PASSED AND RESOLVED 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

TOWN OF CEDAR LAKE,
LAKE COUNTY, INDIANA,
UTILITY BOARD

Randell C. Niemeyer, President

Richard Sharpe, President

Julie A. Rivera, Vice-President

Ralph Miller, Vice-President

Robert H. Carnahan, Member

Robert H. Carnahan, Member

John C. Foreman, Member

John C. Foreman, Member

Ralph Miller, Member

Randell C. Niemeyer, Member

Colleen Schieben, Member

Colleen Schieben, Member

Richard Sharpe, Member

Julie A. Rivera, Vice-President

ATTEST:

Jennifer N. Sandberg, IAMC,
Clerk-Treasurer



DeMotte State Bank

October 30, 2020

Irrevocable Letter of Credit
No. 776 \$33,388.38
Expires: October 30, 2022

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

Re: Offshore Estates Subdivision
PERFORMANCE BOND

Dear Gentlemen:

We hereby open our Irrevocable Letter of Credit in your favor available by your written demands drawn on DeMotte State Bank, 210 S. Halleck Street, DeMotte, Indiana 46310, for any sum or sums not exceeding in total of \$33,388.38 for the account of David M. and Debra L. Carey, 7205 W. 145th Ave., Cedar Lake for a Performance Bond for public infrastructure, including but not limited to any of the following: Sanitary Sewer, Storm Sewer, Roadways, Curb and gutters, Roadway widening, Stormwater detention mass grading, Lighting and signage "See attached" for Offshore Estates Subdivision in Cedar Lake, Indiana.

Each written demand must be marked "Drawn under DeMotte State Bank, 210 South Halleck Street, DeMotte, Indiana 46310, Credit No. 776 and be accompanied by a signed statement of the Town of Cedar Lake that the amount drawn represents the balance due and unpaid due to the Town of Cedar Lake.

This credit is subject, so far as applicable, to "The Uniform Customs and Practice for Documentary Credits, 2007 Revision, The International Chamber of Commerce Publication No. 600".

We hereby agree with you that all written demands drawn under and in compliance with the terms of this credit will be duly honored if drawn and presented for payment to our main office, DeMotte State Bank, 210 South Halleck Street, DeMotte, Indiana 46310, on or before October 30, 2022.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Wiseman", is written over a horizontal line.

Morris T. Wiseman
E.V.P./Loan Admin./Ag Loan Officer

Town of Cedar Lake
Offshore Estates
Recommended Performance Letter of Credit as of 10/18/19
Subdivision Improvements Included in the 09/19 Final Plat Portion
(CBBEL Project 060015.00017)

Item Description	Unit	Qty	Unit Price	Cost
Sanitary Sewer Improvements (B&D Quote)				
48" SMH	EACH	4	\$ 4,100.00	\$ 16,400.00
8" PVC SDR 26	LF	513	\$ 33.00	\$ 16,929.00
6" SAN SVC - Short	EACH	5	\$ 700.00	\$ 3,500.00
6" SAN SVC - Long	EACH	4	\$ 1,100.00	\$ 4,400.00
Tie-in to Existing SAN, 48" Doghouse MH	EACH	1	\$ 5,500.00	\$ 5,500.00
Road Structural Backfill	LF	320	\$ 17.00	\$ 5,440.00
Sanitary Sewer Subtotal				\$ 52,169.00
Storm Sewer Improvements (B&D Quote)				
48" CB	EACH	13	\$ 2,100.00	\$ 27,300.00
48" MH Restrictor	EACH	1	\$ 3,000.00	\$ 3,000.00
48" MH Doghouse	EACH	1	\$ 3,500.00	\$ 3,500.00
30" INL	EACH	3	\$ 1,360.00	\$ 4,080.00
12" FES (w/ grate and rip-rap apron)	EACH	3	\$ 1,250.00	\$ 3,750.00
12" RCP	LF	1350	\$ 20.00	\$ 27,000.00
4" Sump Stubs	EACH	9	\$ 500.00	\$ 4,500.00
Road Structural Backfill	LF	30	\$ 16.80	\$ 504.00
Underdrain at Curb Structure	LF	300	\$ 18.10	\$ 5,430.00
Storm Sewer Subtotal				\$ 79,064.00
Roadway Improvements (W&K Quote)				
Aggregate Base Course - 10"	SY	1463	\$ 15.00	\$ 21,945.00
HMA Binder Course - 3"	SY	1463	\$ 13.00	\$ 19,019.00
HMA Surface Course - 1.5"	SY	1463	\$ 6.95	\$ 10,167.85
Tack Coat	LS	1	\$ 500.00	\$ 500.00
Geogrid	SY	1463	\$ 2.50	\$ 3,657.50
Concrete Curb - Rolled (18")	LF	1105	\$ 15.00	\$ 16,575.00
ADA Ramps/DWEs	EACH	2	\$ 500.00	\$ 1,000.00
PCC Sidewalk - No Common	SF	0	\$ 5.00	\$ -
Street Lights	EACH	2	\$ 5,000.00	\$ 10,000.00
Street Signs	EACH	5	\$ 150.00	\$ 750.00
Striping	LS	1	\$ 300.00	\$ 300.00
Roadway Improvements Subtotal				\$ 83,914.35
136th Avenue Frontage Improvements (376 LF x 12 ft to centerline)				
Milling (1.5" Average)	SY	501	\$ 4.50	\$ 2,254.50
HMA Surface Course - 1.5"	SY	501	\$ 6.95	\$ 3,481.95
Roadway Improvements Subtotal				\$ 5,736.45
Detention Pond Construction/Mass Ex. (Dyer Construction Quote)				
Install Stabilized Construction Entrance	LS	1	\$ 113,000.00	\$ 113,000.00
Strip Topsoil, Structural Backfill, pond grading, backfill curbs, entrance stabilization, SESC, etc.				
Detention Basin/Mass Ex. Subtotal				\$ 113,000.00
Improvements				\$ 333,883.81
3% Inspection Fee				\$ 10,016.51
(Already Installed/Inspected)				\$ 305,429.51
Remaining Improvements				\$ 28,454.31
Performance LOC (10%) =				\$ 33,388.31

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, for a **Special Use Variance** being sought from Zoning Ordinance No. 496, Title VII-Residential (R-1) Zoning District for the property located at 12548 Parrish Avenue, Cedar Lake, IN 46303, Lake County, Indiana, and which is legally described as:

PT. NE. NE. S.21 T.34 R.9 1.529 AC.

and certifies an **Unfavorable Recommendation** to the Town Council for the requested **Special Use Variance** to allow the Petitioner: Teresita Barajas to have a single family residential rental unit above a garage in a R-1 Zoning District

By a vote of **5** in favor and **0** against, upon motion duly made and seconded, at the public meeting held on November 12, 2020.

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

By: _____
Jeremy Kuiper – President

ATTEST:

Tammy Bilgri,
Recording Secretary

GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of **November 17, 2020** ("Effective Date") by and between Indiana Public Employers' Plan, Inc. ("IPEP") and the **TOWN OF CEDAR LAKE** ("Grantee").

RECITALS

A. IPEP desires to grant and Grantee desires to receive a grant for safety equipment or safety programs that will reduce the risk of workplace injuries.

NOW, THEREFORE, the parties hereby agree as follows:

1. Grant. IPEP hereby grants to Grantee the amount of **\$6,200.00** ("Grant Amount") to be used exclusively for:

(10) Razor Level II Bulletproof Vests ("Grant Purpose"). IPEP will pay Grantee the grant amount within ten (10) days after the Effective Date of this Agreement.

2. Grantee's Duties and Responsibilities. Grantee agrees to make the expenditure of the Grant Amount only for the Grant Purpose and in accordance with the information contained in its application. Grantee shall allow IPEP staff to inspect the items purchased or review the programs created in connection with this Agreement solely to insure compliance with the Grant Purpose. Grantee shall notify IPEP of the expenditure of the Grant Amount and provide a written receipt reflecting the purchase and full payment of any items purchased of other funds expended in furtherance of this Agreement within thirty (30) days of the expenditure. Grantee shall repay IPEP any portion of the Grant Amount that is either (x) not used in accordance with this Agreement within one (1) year of the Effective Date of this Agreement or (y) expended for any purpose other than the Grant Purpose.

3. Transfer. If, within three (3) years of the Effective Date of this Agreement, Grantee disposes or otherwise transfers for value items purchased in connection with this Agreement, Grantee shall notify IPEP immediately upon such transfer and repay to IPEP the proceeds received from such disposition or transfer unless the proceeds are used within one (1) year to purchase items or create programs intended to enhance public safety or reduce the risk of workplace injuries.

4. Recordkeeping. Grantee shall honor any request from IPEP for information in the possession of Grantee that IPEP desires for recordkeeping or auditing purposes. Grantee agrees to provide such information to IPEP within thirty (30) days of request therefor.

5. No Partnership, Joint Venture or Agency. Items purchase in connection with this Agreement shall be the property of Grantee and not IPEP. Grantee shall be solely responsible for the condition, use and implementation of any item purchased or program created and IPEP shall have no involvement or decision making with respect thereto. Nothing in this Agreement shall create or be construed to create a partnership, joint venture or agency relationship between IPEP and Grantee.

6. Waiver, Release and Indemnity. Grantee, for itself and on behalf of its successors, assigns and representatives, as applicable, hereby unconditionally and irrevocably releases IPEP and its officers, directors, members, agents, employees, volunteers and assigns and any of its parents, related and/or subsidiary organizations (collectively, the "IPEP Persons") from any claims or liability, injury, loss or damage in any way connected with the items purchased or programs created in connection with this Agreement and, to the extent permitted by law, hereby indemnifies and holds the IPEP Persons harmless from and against any loss, damage, cost and/or expense (including reasonable attorneys' fees) with respect to any and all liabilities, claims, actions or suits that may arise in whole or in part (other than those attributable to the sole negligence of the IPEP Persons) in connection with the ownership or use of the items purchased or programs created in connection with this Agreement.

7. Affirmation. Grantee affirms it is a member of IPEP in good standing as of the Effective Date.

8. Notices. All notices or requests shall be in writing and shall be effective (x) on the next business day after being deposited with a nationally recognized courier service promising next business day delivery or (y) three (3) days after being deposited in the U.S. Mail, first class, postage prepaid, at the addresses specified below (which may be changed by notice):

To Grantee: Town of Cedar Lake
Attn: Jennifer N. Sandberg
P.O. Box 707
Cedar Lake, IN 46303-0707

To IPEP: IPEP
c/o Aaron Alsup
302 S. Reed Road
P.O. Box 1247
Kokomo, IN 46903-1247

9. Miscellaneous. This Agreement shall be governed by the laws of the State of Indiana. The rights under this Agreement are personal to Grantee and may not be assigned without the prior written consent of IPEP. No delay or failure to enforce its rights hereunder shall be a waiver by IPEP of any of its rights hereunder. This Agreement may be executed in multiple counterparts.

[Signatures appear on the following page]

IN WITNESS WHEREOF, IPEP and Grantee have caused this Agreement to be executed and delivered as of the Effective Date.

INDIANA PUBLIC EMPLOYERS' PLAN, INC.

By: _____
Signature

Printed Name and Title

GRANTEE

By: _____
Signature

Printed Name and Title

GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of **NOVEMBER 17, 2020** ("Effective Date") by and between Indiana Public Employers' Plan, Inc. ("IPEP") and the **TOWN OF CEDAR LAKE** ("Grantee").

RECITALS

A. IPEP desires to grant and Grantee desires to receive a grant for safety equipment or safety programs that will reduce the risk of workplace injuries.

NOW, THEREFORE, the parties hereby agree as follows:

1. Grant. IPEP hereby grants to Grantee the amount of **\$18,310.02** ("Grant Amount") to be used exclusively for:

MTS POWER LOAD PURCHASE & INTSTALLATION ("Grant Purpose"). IPEP will pay Grantee the grant amount within ten (10) days after the Effective Date of this Agreement.

2. Grantee's Duties and Responsibilities. Grantee agrees to make the expenditure of the Grant Amount only for the Grant Purpose and in accordance with the information contained in its application. Grantee shall allow IPEP staff to inspect the items purchased or review the programs created in connection with this Agreement solely to insure compliance with the Grant Purpose. Grantee shall notify IPEP of the expenditure of the Grant Amount and provide a written receipt reflecting the purchase and full payment of any items purchased of other funds expended in furtherance of this Agreement within thirty (30) days of the expenditure. Grantee shall repay IPEP any portion of the Grant Amount that is either (x) not used in accordance with this Agreement within one (1) year of the Effective Date of this Agreement or (y) expended for any purpose other than the Grant Purpose.

3. Transfer. If, within three (3) years of the Effective Date of this Agreement, Grantee disposes or otherwise transfers for value items purchased in connection with this Agreement, Grantee shall notify IPEP immediately upon such transfer and repay to IPEP the proceeds received from such disposition or transfer unless the proceeds are used within one (1) year to purchase items or create programs intended to enhance public safety or reduce the risk of workplace injuries.

4. Recordkeeping. Grantee shall honor any request from IPEP for information in the possession of Grantee that IPEP desires for recordkeeping or auditing purposes. Grantee agrees to provide such information to IPEP within thirty (30) days of request therefor.

5. No Partnership, Joint Venture or Agency. Items purchase in connection with this Agreement shall be the property of Grantee and not IPEP. Grantee shall be solely responsible for the condition, use and implementation of any item purchased or program created and IPEP shall have no involvement or decision making with respect thereto. Nothing in this Agreement shall create or be construed to create a partnership, joint venture or agency relationship between IPEP and Grantee.

IN WITNESS WHEREOF, IPEP and Grantee have caused this Agreement to be executed and delivered as of the Effective Date.

INDIANA PUBLIC EMPLOYERS' PLAN, INC.

By: _____
Signature

Printed Name and Title

GRANTEE

By: _____
Signature

Printed Name and Title



2020 Resilience Cohort: Planning for Action

Develop a Climate Action Plan

The 2020 Resilience Cohort provides Indiana cities, towns and counties with software, training, technical assistance, a peer network and potential staff capacity to analyze the results of a completed greenhouse gas inventory and develop a Climate Action Plan.

Application Deadline

December 13, 2019

Costs (based on Population)

50,000 or less - \$300 | 50,000 or more - \$800

Participants will also need:

- A dedicated staff person (10-15 hours/month)

Program Dates

January - December 2020

Participation Benefits

- Access to software
- Step-by-step guidance
- One-on-one technical assistance
- Peer-to-peer network development
- Marketing and communications support
- And more

Optional Benefit

To support the development of the plan, participants will have the option to apply for a student extern through the Indiana Sustainability Development Program, supported by Sustain IU.

The application and more information are available at:

<https://eri.iu.edu/prepare/resilience-cohort.html>

Completing a Climate Action Plan provides communities with a strategy for reducing greenhouse gas emissions and adapting to climate change impacts.



Grand Challenge
Prepared for Environmental Change
ENVIRONMENTAL RESILIENCE INSTITUTE



INDIANA UNIVERSITY
SUSTAIN IU

TEMPORARY EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT is made this 27th day of October 2020, by and between HANOVER COMMUNITY SCHOOL CORPORATION, "GRANTOR", and THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, acting by and through its duly elected TOWN COUNCIL, "GRANTEE".

GRANTOR states and represents that it owns and has title to certain Real Estate located in Cedar Lake, Lake County, Indiana, and seeks to grant and convey a Temporary Easement to GRANTEE for purposes of repairing a fire hydrant and related improvement purposes on GRANTOR'S Real Estate,

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by GRANTOR, GRANTOR does hereby grant, convey and warrant unto the GRANTEE, its successors and assigns, a TEMPORARY EASEMENT with the right, privilege and authority in GRANTEE, at its own expenses, to enter upon, dig, lay, erect, construct, install, reconstruct, operate, maintain, patrol, continue, repair, keep in repair, deepen, replace and renew a fire hydrant located near the main entrance to Hanover Central High School on GRANTOR'S Real Estate, 10120 W. 133rd Ave., Cedar Lake, Indiana, 46303.

The GRANTEE shall have the right, at its expense, to enter along, over and upon the Temporary Easement for the public purposes permitted herein, at will, and to make such alterations and improvements therein as may be necessary or useful for such public purposes; further, the GRANTEE shall have the right of ingress and egress over adjoining premises and lands when necessary and without doing damage to the adjoining lands, and only for temporary periods, and shall not otherwise enter upon lands adjoining said Temporary Easement.

The GRANTEE covenants that in the installation, repair, maintenance or operation of the fire hydrant and all related public improvements, and appurtenances under, upon, over and across the Real Estate in which the Temporary Easement is hereby granted, it will, at its own expense, restore the area disturbed by its work to as near the original condition as is practicable. This grant shall terminate sixty (60) days after full completion and acceptance of the construction of the aforesaid public improvements on the subject Easement parcel, or by July 1, 2021, whichever date is earlier.

The GRANTOR covenants for GRANTOR, GRANTOR'S Grantees, Heirs, Personal Representatives, Successors and Assigns, that GRANTOR shall not erect or maintain any building or other structure or obstruction on or over the Temporary Easement granted herein, and gives the GRANTEE the right to remove any such obstruction, or grant additional Easements over, across or on the Real Estate in which the Temporary Easement is hereby granted, except by express written permission from the GRANTEE, in accordance with the terms thereof, which permission, when in writing and recorded, shall run with the Real Estate.

Full right and authority is hereby granted unto the GRANTEE, its successors and assigns, to assign or convey to another or others, this Grant of Temporary Easement.

The GRANTOR hereby covenants that GRANTOR is the owner in fee simple of the Real Estate, is lawfully seized thereof, and has good right to grant and convey the foregoing Temporary Easement herein. The GRANTOR further guarantees the quiet possession hereof, and shall warrant and defend GRANTEE'S title to the Temporary Easement against all lawful claims.

This TEMPORARY EASEMENT AGREEMENT shall be binding upon GRANTOR, GRANTOR'S Heirs, Personal Representatives, Successors and Assigns, and upon all other parties claiming by, through or under GRANTOR, and the same shall inure to the benefit of the GRANTEE herein, and its successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have duly executed this TEMPORARY EASEMENT AGREEMENT this 27th day of October, 2020.

GRANTOR

HANOVER COMMUNITY SCHOOL CORPORATION

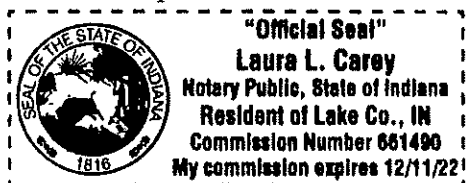
By: Mary Tracy-MacAulay Attest: Lori Micic
Printed Name: Mary Tracy-MacAulay Printed Name: Lori Micic
Title: Supt. Title: Secretary

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, on this 27th day of October, 2020, personally appeared HANOVER COMMUNITY SCHOOL CORPORATION, by MARY TRACY-MACAULAY, its SUPERINTENDENT, and LORI MICIC, its SECRETARY, who acknowledged the execution of the foregoing TEMPORARY EASEMENT AGREEMENT as their voluntary act and deed in their representative and authorized capacities.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my Official Seal.

My Commission Expires:



Laura L. Carey
Notary Public

ACCEPTANCE and ACKNOWLEDGMENT

This conveyance is accepted by the Town of Cedar Lake, Lake County, Indiana, after action at a 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 Acceptance and Acknowledgment.

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

By: _____
Randell Niemeyer, Town Council President

Attest: _____
Jennifer N. Sandberg, Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 2020, personally appeared RANDELL NIEMEYER, not individually, but as Town Council President of the Town of Cedar Lake, Lake County, Indiana, and JENNIFER N. SANDBERG, not individually, but as Clerk-Treasurer of the Town of Cedar Lake, Lake County, Indiana, who acknowledged the execution of the foregoing TEMPORARY EASEMENT AGREEMENT as such Officers in such capacities for and on behalf of the Town of Cedar Lake, Lake County, Indiana.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my Official Seal.

My Commission Expires:

Notary Public

I affirm, under the penalties of perjury, that I have taken responsible care to redact each Social Security number in this document, unless required by law and this document was prepared by Nicholas T. Otis, Attorney, City of La Porte, Indiana, 801 Michigan Ave. La Porte, Indiana.



November 13, 2020

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

Attention: Jennifer Sandberg – Clerk-Treasurer

Subject: Town Club Ditch Outlet Improvements
Pay Request No. 1
(CBBEL Project No. 060015)

Dear Town Council Members:

Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Pay Request # 1 in the amount of \$92,446.58 submitted by Metro Excavating, Corporation (Metro) on October 7, 2020. Based on the completed work to date, CBBEL recommends payment in the following amount:

Total Improvements:	This Estimate	To Date
Value of Work Completed:	\$ 92,446.58	\$ 92,446.58
Less Retainage:	\$ (0.00)	\$ (0.00)
Balance:	\$ 92,446.58	\$ 92,446.58
Less Previous Payments:	n/a	\$ (0.00)
Amount Due This Payment:	\$ 92,446.58	\$ 92,446.58

Please find attached copies of invoices from Metro and the Pay Estimate Report from CBBEL. The Final waiver of lien for Metro has also been included with this letter. The

waiver of lien was submitted for the entirety of the contract value, which is greater than the invoiced amount. This is consistent with verified quantities in the field.

If you have any questions or concerns, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Oliphant', with a stylized flourish at the end.

Donald C. Oliphant, PE, CFM, CPESC
Town Engineer

Encl.: As noted.

cc: Rick Eberly – Town Manager
Jill Murr – Planning Director
John Metro – Metro
TJ Gordon – CBBEL

P:\Cedar Lake\060015 Town Engineer\00005 Town-General\Town Club Outlet Improvements\Pay Applications\Request #1 - 111320.docx

TOWN OF CEDAR LAKE, IN
TOWN CLUB DITCH OUTLET IMPROVEMENTS

CONTRACTOR: Metro Excavating, Corp.
DATE: November 13, 2020
ESTIMATE NO. 1
PROJECT: Town Club Ditch Outlet Improvements
PROJECT #: 060015
FINAL

PAY ESTIMATE REPORT

ITEM	DESCRIPTION	CONTRACT QUANTITY	UNIT OF MEASURE	UNIT PRICE	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY TO DATE	PERCENT COMPLETE	CONTRACT AMOUNT TO DATE
1	Mobilization and Demobilization	LS	1	\$2,000.00	1.00	\$ 2,000.00	1.00	100.0%	\$ 2,000.00
2	Construction Engineering (Layout)	LS	1	\$2,000.00	1.00	\$ 2,000.00	1.00	100.0%	\$ 2,000.00
3	Maintenance of Traffic (Full Road Closure) CO1	LS	0	\$2,800.00	0.00	\$ -	0.00	0.0%	\$ -
4	Erosion Control	LS	1	\$500.00	1.00	\$ 500.00	1.00	100.0%	\$ 500.00
5	Common Excavation	LS	1	\$6,000.00	1.00	\$ 6,000.00	1.00	100.0%	\$ 6,000.00
6	Pavement, Remove	SYS	124	\$15.32	124.00	\$ 1,899.68	124.00	100.0%	\$ 1,899.68
7	Structure, Remove	EA	1	\$1,800.00	1.00	\$ 1,800.00	1.00	100.0%	\$ 1,800.00
8	Pipe, Remove	LFT	105	\$38.00	105.00	\$ 3,990.00	105.00	100.0%	\$ 3,990.00
9	Structure Backfill, Type 1	CYS	60	\$42.00	60.00	\$ 2,520.00	60.00	100.0%	\$ 2,520.00
10	Geogrid, Type 1	SYS	61	\$10.00	61.00	\$ 610.00	61.00	100.0%	\$ 610.00
11	Compacted Aggregate Base, No. 53, CO2 Adj.	TON	103.29	\$35.00	100.44	\$ 3,515.40	100.44	97.2%	\$ 3,515.40
12	HMA Patching, Type B, CO2	TON	0	\$317.00	0.00	\$ -	0.00	0.0%	\$ -
12A	HMA Patching, Binder Only (reduced unit cost) CO2	TON	31.5	\$250.00	31.50	\$ 7,875.00	31.50	100.0%	\$ 7,875.00
13	Manhole, 72" Dia. w/Sump	EA	1	\$3,900.00	1.00	\$ 3,900.00	1.00	100.0%	\$ 3,900.00
14	Manhole, 48" Dia	EA	1	\$1,100.00	1.00	\$ 1,100.00	1.00	100.0%	\$ 1,100.00
15	Bulkhead Existing Structure	EA	2	\$500.00	2.00	\$ 1,000.00	2.00	100.0%	\$ 1,000.00
16	Modify/Core Existing Structure	EA	3	\$900.00	3.00	\$ 2,700.00	3.00	100.0%	\$ 2,700.00
17	Sanitary Sewer Pipe DIP, Circular, 8"	LFT	10	\$100.00	10.00	\$ 1,000.00	10.00	100.0%	\$ 1,000.00
18	Pipe, Type 2, Concrete, Circular, 15"	LFT	38	\$62.00	38.00	\$ 2,356.00	38.00	100.0%	\$ 2,356.00
19	Pipe, Type 2, Concrete, Circular, 18", CO2 Adj.	LFT	51	\$72.00	51.00	\$ 3,672.00	51.00	100.0%	\$ 3,672.00
20	Pipe, Type 2, concrete, Elliptical, 24" x 38"	LFT	98	\$135.00	98.00	\$ 13,230.00	98.00	100.0%	\$ 13,230.00
21	Precast Conc. End Section, Elliptical, 24" x 38" with Grate	EA	2	\$2,675.00	2.00	\$ 5,350.00	2.00	100.0%	\$ 5,350.00
22	Riprap, Revetment w/ Fabric, CO2 Adj.	TON	15.06	\$150.00	15.06	\$ 2,259.00	15.06	100.0%	\$ 2,259.00
23	Casting, Adjust to Grade	EA	2	\$450.00	1.00	\$ 450.00	1.00	50.0%	\$ 450.00
24	Restoration, CO2 Adj.	LS	3	\$1,500.00	3.00	\$ 4,500.00	3.00	100.0%	\$ 4,500.00
25	Maintenance of Traffic (One-Lane Flagged, 5 Days) CO1	DAY	5	\$3,200.00	5.00	\$ 16,000.00	5.00	100.0%	\$ 16,000.00
26	Flared End Section w/ Grate, 18"	EA	1	\$1,300.00	1.00	\$ 1,300.00	1.00	100.0%	\$ 1,300.00
27	Flared End Section w/ Grate, 18" at existing 20" DIP	EA	1	\$ 919.50	1.00	\$ 919.50	1.00	100.0%	\$ 919.50
						\$ -	0.00		\$ -
						\$ 92,446.58			\$ 92,446.58

Awarded Contract Value: \$ 71,138.68
Current Contract Value: \$ 92,996.33

Percent Complete (Awarded): 129.95%
Percent Complete (Current): 99.41%

ORIGINAL CONTRACT	\$ 71,138.68
TOTAL CHANGE ORDERS	\$ 21,857.65
REVISED CONTRACT	\$ 92,996.33
COMPLETED TO DATE	\$ 92,446.58
RETAINAGE	\$ -
TOTAL EARNED LESS RETAINAGE	\$ 92,446.58
LESS PREVIOUS REQUESTS	\$ -
CURRENT AMOUNT DUE	\$ 92,446.58

Metro Excavating Corp

14822 Wicker Avenue
Cedar Lake, IN 46303-0890

Invoice

Date	Invoice #
10/7/2020	20-8239
Phone #	Fax #
219-374-7610	219-390-7580

Bill To
Town of Cedar Lake 7408 Constitution Avenue Cedar Lake, IN 46303

Project Number	Terms
19.RO60015.00005	1.5% past 30 days

Description	Qty	Rate	Amount
RE: Town Club Ditch Outlet Improvements			
Item #1: Mobilization/Demobilization	1	2,000.00	2,000.00
Item #2: Construction Engineering (Layout)	1	2,000.00	2,000.00
Item #3: Maintenance of Traffic: See Item #25			
Item #4: Erosion Control	1	500.00	500.00
Item #5: Common Excavation	1	6,000.00	6,000.00
Item #6: Pavement, remove	124	15.32	1,899.68
Item #7: Structure, Remove	1	1,800.00	1,800.00
Item #8: Pipe, remove	105	38.00	3,990.00
Item #9: Structure Backfill, Type 1	60	42.00	2,520.00
Item #10: Geogrid, Type I	61	10.00	610.00
Item #11: Compacted Aggregate Base, No. 53	60.15	35.00	2,105.25
Item #12: HMA Patching, Type B - Binder Only	15.52	250.00	3,880.00
Item #13: Manhole, 72" Dia. w/sump	1	3,900.00	3,900.00
Item #14: Manhole, 48" Dia.	1	1,100.00	1,100.00
Item #15: Bulkhead existing structure	2	500.00	1,000.00
Item #16: Modify/Core existing structure	3	900.00	2,700.00
Item #17: Sanitary Sewer Pipe DIP, Circular, 8"	10	100.00	1,000.00
Item #18: Pipe, Circular, 15"	38	62.00	2,356.00
Item #19: Pipe, Circular, 18"	19	72.00	1,368.00
Item #20: Pipe, Elliptical, 24" X 38"	98	135.00	13,230.00
Item #21: Precast Conc. End Section, Elliptical, 24" X 8" w/ grate	2	2,675.00	5,350.00
Item #22: Riprap, Revetment w/fabric	6	150.00	900.00
Item #23: Casting, Adjust to Grade	1	450.00	450.00
Item #24: Restoration	1	1,500.00	1,500.00
Item #25: Maintenance of Traffic (One-Lane Flagged Traffic, 5 days)	5	3,200.00	16,000.00
Thank you!!	Total		
	\$78,158.93		

Metro Excavating Corp
14822 Wicker Avenue
Cedar Lake, IN 46303-0890

Invoice

Date	Invoice #
10/7/2020	20-8240
Phone #	Fax #
219-374-7610	219-390-7580

Bill To
Town of Cedar Lake 7408 Constitution Avenue Cedar Lake, IN 46303

Project Number	Terms
19.RO60015.00005	1.5% past 30 days

Description	Qty	Rate	Amount
RE: Town Club Ditch Outlet Improvements - EXTRA			
09-24-2020: Install at existing Town Club Ditch outlet to replace existing 24" CMP			
- Item #19: Pipe, Circular 18" RCP	32	72.00	2,304.00
- 18" F.E.S. with grate		1,300.00	1,300.00
Item #11: Compacted Aggregate Base, No. 53 & No. 8	40.29	35.00	1,410.15
09-25-2020: Furnish & install 18" F.E.S. with grate on existing 20" D.I. Town Club Outlet		919.50	919.50
12" F.E.S. with grate Town Stock	1	335.50	335.50
To by paid for outside of contract.			
10-05-2020 and 10-06-2020: Extra Restoration needed for disturbed areas			
- Item #12: HMA Patching, Type B - Binder Only	15.98	250.00	3,995.00
- Item #22: Riprap, Revetment	9.06	150.00	1,359.00
- Item #24: Restoration	2	1,500.00	3,000.00
Thank you!!	Total		
	\$14,623.15		
	\$14,287.65		

FINAL WAIVER OF LIEN

STATE OF Indiana
COUNTY OF Lake

Draw# Final
Invoice No.: _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Town of Cedar Lake
To furnish Labor & Material
for the premise known as Town Club Ditch (131st Avenue & Lake Shore Drive)
of which Town of Cedar Lake is the owner

THE undersigned, for and in consideration of Ninety Two Thousand Nine Hundred Ninety Six and 33/100
(\$92,996.33) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Indiana, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 10/29/20

COMPANY NAME Metro Excavating Corporation
ADDRESS PO Box 890 Cedar Lake, IN 46303-0890

SIGNATURE AND TITLE X James E. Metro
James E. Metro, as Vice-President

(Title)

* Extras include but are not limited to change orders, both oral and written, to the contract.

CONTRACTOR'S AFFIDAVIT

STATE OF Indiana
COUNTY OF Lake

TO WHOM IT MAY CONCERN:

The undersigned James E. Metro being duly sworn, deposes and says that he or she is Vice-President of Metro Excavating Corporation who is the contractor furnishing Labor & Material work on the building located at 131st Avenue and Lake Shore Drive (Town Club Ditch) owned by Town of Cedar Lake

That the total amount of the contract including extras* is \$92,996.33 on which he or she has received payment of \$0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

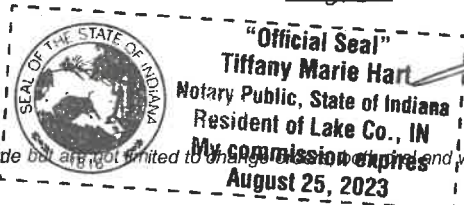
NAMES	TYPE OF WORK	CONTRACT PRICE INCL. EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Metro Excavating Corporation	Labor and Material	92,996.33		92,996.33	
Total Labor and Materials Including Extras* To Complete		92,996.33		92,996.33	

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 10/29/20

SIGNATURE: X James E. Metro

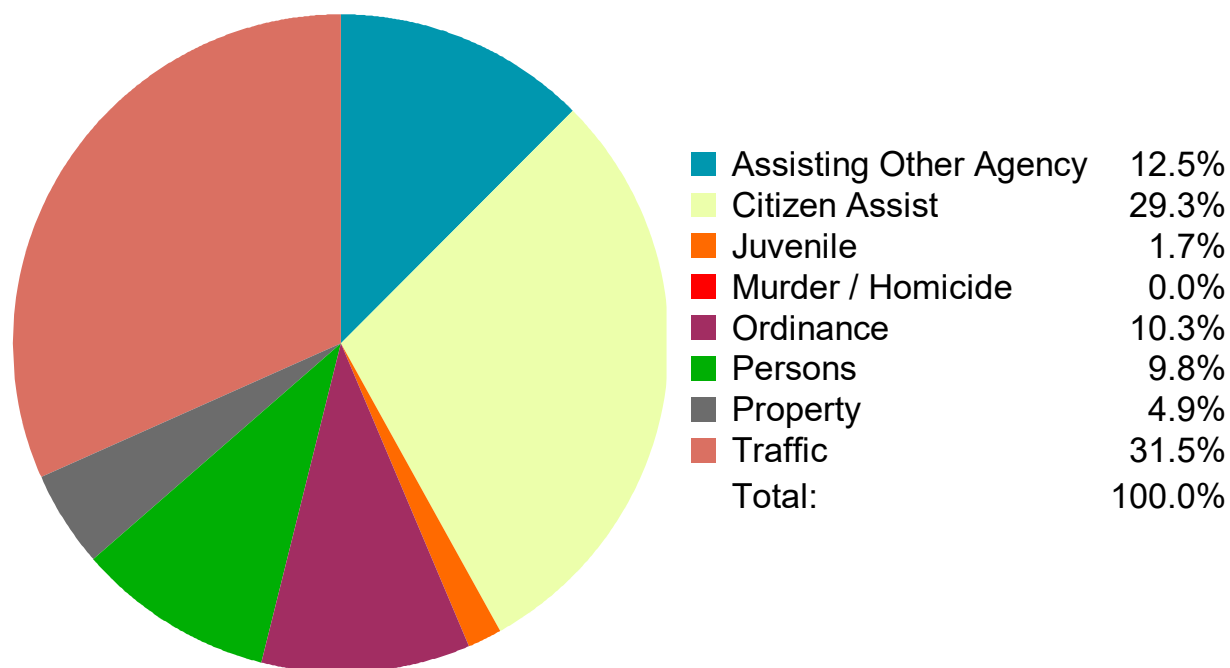
Subscribed and sworn before me this 28th day of October 2020



* Extras include but are not limited to change orders, both oral and written, to the contract.

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

Incident Type	Month Total	
Incidents Assisting Other Agency (Including Fire and EMS):	95	865
Incidents related to Citizen Assists:	222	1922
Incidents related to Juveniles:	13	94
Incidents related to Murder/Homicide:	0	0
Incidents related to Ordinances:	78	876
Incidents related to Persons:	74	678
Incidents related to Property:	37	337
Incidents related to Traffic:	239	2829
Incidents Not Classified:	3	10
Totals:	761	7611



CITATION REPORT
October 2020 and Year-To-Date 2020

State Violations: 75

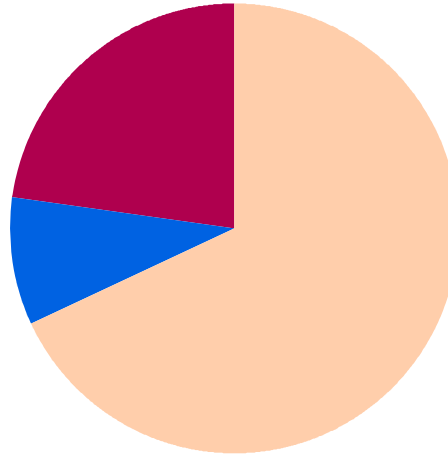
Town Traffic Violations: 10

Town Ordinance Violations: 25

Other Violations: 0

Total for October: 110

Year To Date: 1,325



State Violations	68.2%
Town Traffic Violations	9.1%
Town Ordinance Violations	22.7%
Other Violations	0.0%
Total:	100.0%

WARNING REPORT
October 2020 and Year-To-Date 2020

State Violations: 121

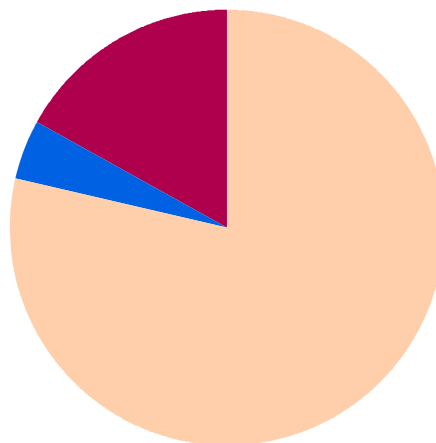
Town Traffic Violations: 7

Town Ordinance Violations: 26

Other Violations: 0

Total for October: 154

Year To Date: 1,737



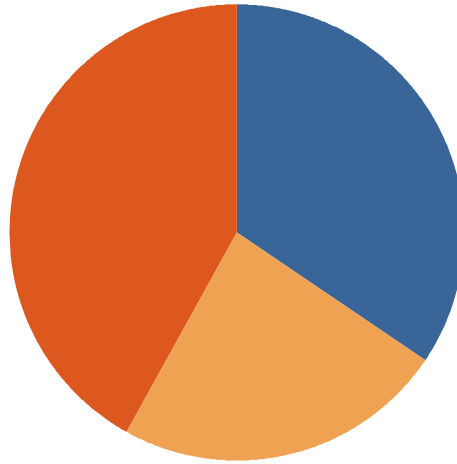
State Violations	78.6%
Town Traffic Violations	4.5%
Town Ordinance Violations	16.9%
Other Violations	0.0%
Total:	100.0%

ARREST REPORT
October 2020 and Year-To-Date 2020

Total Arrests: 26
Total Charges Filed: 81
Misdemeanor: 28
Felony: 19
Infraction: 0
Not Classified /
Warrant: 34

Year-To-Date

Total Arrests: 228
Total Charges Filed: 402



■ Misdemeanor	34.6%
■ Felony	23.5%
■ Infraction	0.0%
■ Not Classified	42.0%
Total:	100.0%

PERMITS NEW & ALTERATIONS

January-October 2020

MONTH	NEW	RES. VALUE/COMM. VALUE	ALT.	VALUE	Occ
January	7*	\$1,091,595	31	\$454,313	24
February	9	\$1,351,076	33	\$389,522	17
March	33*	\$7,698,207	26	\$536,069	10
April	12	\$2,805,220	27	\$475,162	16
May	27*	\$5,525,336	62	\$719,873	15
Jun	18	\$6,477,014	73	\$578,378	15
July	19	\$4,100,890	64	\$624,062	20
August	32*/1	\$7,020,274/ \$1,900,000 Summer Comm.	65	\$722,675	21
September	39**	\$8,735,940	52	\$741,330	14
October	30	\$6,184,519	54	\$782,625	17
Total	226/1	\$50,099,071/ \$1,900,000	487	\$6,024,009	169

*10 YEAR RECORD

**September's new homes more than doubled any previous 10 year total.

November 12, 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 November 17, 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 November 17, 2020 Town Council Meeting. This report covers activities for the period of October 2, 2020 through November 12, 2020.

1) Aquatic Ecosystem Restoration Cedar Lake Project, Section 206

CBBEL has prepared preliminary engineering plans for dredging of the lake and for the dewatering site that will be presented at upcoming coordination meetings. We have also begun coordination with the Lake Heritage Parks Foundation regarding crossing their park with the dredge slurry pipe, evaluated the CSX railroad culverts to verify type, size and location. We have completed the wetland delineation and prepared a written report. The Lake Restoration Committee also met on November 10th to discuss project updates.

2) MS4 Coordination

The Dry Weather Screening of storm system outfalls to inspect for flow from illegal or illicit discharges is in progress. This involves the visual inspection of outfalls during a period of dry weather (which is defined as not having precipitation for a period of three days prior to the inspection). Through November 5th, 35 of the 41 high priority outfalls around the lake have been inspected; no illicit discharges were detected. The inspections will continue in November/December.

3) 133rd Avenue Phase 2 – Construction Services

CBBEL is still awaiting information regarding final PO reimbursables with INDOT.

4) 129th Avenue (Parrish Avenue to US-41) Improvements

The 129th Avenue CCMG application was submitted to INDOT via ITAP on October 22nd. The final cost estimate was \$786,052.50. The remaining funds possibly available to the Town are +/- \$400,000 (50/50 matching). Funding allocations are due by late November/December.

5) NIRPC/State Legislature/INDOT/IDNR Updates

Applications for the Lake Shore Drive sidewalk corridor and Founders Creek Multi-Use Trail were submitted as part of the Notice of Funding Availability (NOFA) for the 2025-26 Transportation Improvement Program (TIP) on October 20th. Both applications fall under the NIRPC Ped, Peddle, Paddle Topical Committee (3PC) for review. The 3PC meeting was held on November 5th to review project application scorings for all LPAs. Twelve Multi-Use Trail applications were provided for a total of \$18,286,450 in requested funds. The Town's application ranked sixth (tie). The Town provided the only Complete Streets application. Funding allocation was not discussed at this meeting. These applications will now move to the NIRPC TPC meeting for funding allocation in January. After the funding has been assigned, the draft TIP will be sent to the full commission meeting in February for approval.

6) Other Funding Opportunities

- **Community Crossing Matching Grant, INDOT:** The HIP project is substantially complete. Remaining punch list items include some striping alignment issues and minor edge grading to remove runoff from pavement areas. CBBEL is coordinating with Walsh & Kelly regarding pay applications, project close-out procedures, and CCMG close-out procedures.
- **Railroad Grade Crossing Fund, INDOT:** The Town was notified on September 30th that they received this funding for \$11,400. This funding will remove and replace railroad striping throughout Town. It is our understanding that the Town is awaiting a PO from INDOT. This project will be completed in Spring 2021.

7) Highland Subdivision (High Grove, Phase 2)

CBBEL received an email update from NIPSCO personnel on November 2nd stating that they are still having issues with acquiring easements from 4 parcels. They are currently meeting with their engineers to determine if their proposed alignments can be modified to avoid these parcels.

8) Town Road Committee

Below is a summary of ongoing Road Committee related items:

- 129th Avenue and CCMG: See above.
- Noble Oaks, Southern Lobe: This project has been completed. Walsh & Kelly has forwarded the final invoice to the Town. It is our understanding the Town is handling this invoice in-house. CBBEL has agreed to the invoiced quantities.
- Town Hall Parking Lot: All pavement has been placed, PW's has completed the catchment area adjacent to the entrance drive, and TCS is on-site today completing the parking lot striping.
- Fairbanks Street from 129th Ave to Vermillion: This project has been completed. CBBEL has not received invoicing from Walsh & Kelly, but has agreed on final quantities.
- Town Fire Department Parking Lot: It is our understanding this project has been completed and invoicing will be handled by the Town in-house.
- East Lake Shore Drive (north of South Shore GC Clubhouse): This project has been completed. CBBEL has not received invoicing from Walsh & Kelly, but has agreed on final quantities.
- Vermillion Dr Curve: Survey work for this item was included in the Morse Corridor design. It is our understanding that DVG is currently in the field completing survey for this project.
- Parrish Avenue from 137th Avenue to 133rd Avenue: CBBEL has finalized the design for the Phase 1 storm sewer portion from Sleepy Hollow Ditch to 137th Avenue. We are currently compiling quote documents for this work. Design of Phase 2 portions will continue into the winter.
- Town Club Ditch Outlet Improvements: This project has been completed. We are currently working with Metro to complete final pay application requirements including punch list items, waivers of lien, and record drawings.
- Subdivision Master Plan: Preparation of this plan is on-going.
- Roadway Asset Management Plan: CBBEL completed all field work today for the updated plan. CBBEL is now compiling all field data to be included in the plan and submitted prior to the LTAP deadline of December 1st.

9) Redevelopment Commission

CBBEL is completing the following projects for the Redevelopment Commission:

- 133rd Avenue/King Drive Intersection Safety Improvements (DES No. 2000023): CBBEL submitted the final tracings for this project October 27th. INDOT personnel should begin completion of the Contract Information Book soon.
- Morse Street Corridor Pedestrian Path: It is our understanding that DVG is completing the survey of this corridor now.
- Midway Gardens: Three conceptual alternatives and cost estimates for the relocation

of Lake Shore Drive were provided to the RDC on August 19th. 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.**

10) 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 17th to address continued site plan issues regarding drainage along the southern property boundary. **No Change.**
- Monastery Woods, South Letter of Credit Project: This project has been substantially completed. The Town has received invoicing from Walsh & Kelly. Final quantities have been agreed to. A letter will be issued by CBBEL to summarize work completed by Walsh & Kelly, CBBEL, and National Power Rodding to be paid out of the letter of credit amount.
- Cedar Lake Vending Parking Lot Expansion: CBBEL provided a follow-up review on November 4th to the Applicant. We are awaiting additional information.
- Rose Garden Estates, Phase 2 Final Plat: CBBEL issued a letter to the Applicant on November 11th related to the final plat and letter of credit values. This phase will include 93 lots and 108 units.
- Development Standards Manual Update: CBBEL has begun updates to the DSM. This work will continue throughout the winter. **No Change.**

11) 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 5th. 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. **It is our understanding that this project has been completed. Final inspections have not been completed and no invoicing has been submitted for review. This project was modified in the field to potentially extend it further to the south. This will be discussed further as easement documents are revised and signed by new homeowners located south of this project.**

7513 W. 136th Lane, Woodland Shores: The landowner noted stormwater issues located on his property. The property is located in a low area of 136th 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. **CBBEL is currently completing an alternatives analysis and cost estimates for Storm Board review.**

9208 W. 142nd Place, Mary Ellen Subdivision: Alternatives were presented at the October storm board meeting. CBBEL is preparing temporary easement information for the homeowner. Once this document is finalized and signed by the homeowner, this project will be quoted to the Town's Stormwater Contractors.

13465 Osborn Street, Cook Subdivision: Town Public Works staff removed fill illegally placed within a drainage/detention easement located in the rear portion of this lot on November 6th. It is our understanding that fill was removed in accordance with Storm Board direction. This project will remain on the agenda for punch list items.

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.**

12) Building Department

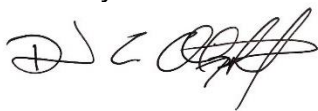
CBBEL completed as-built and site plan reviews for 32 lots in October 2020. CBBEL has also been completing on-going development reviews in the following subdivisions/projects: Summer Winds, Summer Winds Plaza, Birchwood Farms, Rose Garden Estates, Ledgestone, Centennial, Centennial Villas/Estates, Beacon Pointe, Beacon East, Beacon West (Phase 5), 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.**

Ordinance Updates: CBBEL will be continuing updates to the Town's Development Standards Manual and Stormwater Ordinances throughout the winter. CBBEL will also update the Town's lighting inventory over the winter.

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 111220.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 11/12/20

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
060015.00001	Town Council	n/a	Town Council Report for 11/17/20 meeting	Completed	11/12/20
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	CBBEL has prepared preliminary engineering plans for dredging of the lake and for the dewatering site that will be presented at upcoming coordination meetings. We have also begun coordination with the Lake Heritage Parks Foundation regarding crossing their park with the dredge slurry pipe, evaluated the CSX railroad culverts to verify type, size and location. We have completed the wetland delineation and prepared a written report. The Lake Restoration Committee also met on November 10 th to discuss project updates. – see 11/12/20 Council Report for details.	ongoing
090043	MS4 Coordination	\$19,400	MS4 Coordination Services & Development SESC/Rule 5 Inspections	The Dry Weather Screening of storm system outfalls to inspect for flow from illegal or illicit discharges is in progress. This involves the visual inspection of outfalls during a period of dry weather (which is defined as not having precipitation for a period of three days prior to the inspection). Through November 5 th , 35 of the 41 high priority outfalls around the lake have been inspected; no illicit discharges were detected. The inspections will continue in November/December. – see 11/12/20 Council Report for details	ongoing
1300022.00000 (INDOT) & 1300022.00002 (Local)	133 rd Avenue (Phase 2) – Construction Services	\$359,869 & \$54,923	Construction Activities (To Substantial Completion)	CBBEL is still awaiting information regarding final PO reimbursables with INDOT. – see 11/12/20 Council Report for details	ongoing
190104	Highland Subdivision Design	\$59,950	Design Services, Permitting, Bidding Services	CBBEL received an email update from NIPSCO personnel on November 2 nd stating that they are still having issues with acquiring easements from 4 parcels. They are currently meeting with their engineers to determine if	ongoing

				their proposed alignments can be modified to avoid these parcels. – see 11/12/20 Council Report for details	
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