

**TOWN COUNCIL  
PUBLIC MEETING AGENDA  
December 15, 2020 – 6:30 PM**

Town Council Public Meeting  
December 15, 2020

**PLAN:**

**1. Performance Letter of Credit – Birchwood Phase 2 (Hanover Development LLC) P19-20**

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

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

**2. Maintenance Letter of Credit – Lynnsway Development LLC P21-29**

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

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. Change Orders:**

- a. HIP Scarification Asphalt Improvements P30-31
- b. Town Hall Parking Lot Improvements P32-34
- c. Fairbanks Street Improvements P35-36
- d. Monastery Woods South Improvements P37-38

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

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

**2. Pay Applications:**

- a. HIP Scarification Asphalt Improvements P39-53
- b. Town Hall Parking Lot Improvements P54-59
- c. Fairbanks Street Improvements P60-65
- d. Monastery Woods South Improvements P66-71

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

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

**3. Y2021 Meeting Calendar P72**

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

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

**4. Y2021 Town Council Appointments to Plan Commission**

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

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

**5. Y2021 Austgen Legal Services Agreement P73-76**

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

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

Town Council Public Meeting  
December 15, 2020

**6. Y2021 EMS & Fire Protection Services Agreement**

*Deferred from November 17, 2020*

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

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

**7. Personnel Policy**

**P77-102**

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

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

**8. Comprehensive Plan Amendment Proposal**

**P103-107**

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

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

**9. 2020-2 CCMG Agreement**

**P108-121**

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

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
  - a. Ecosystem Restoration Committee
  - b. Public Works & Safety Committee
2. Town Attorney
3. Clerk-Treasurer
4. Town Manager
5. Director of Operations
6. Police Department
  - a. Monthly Report
  - b. Speed Sign at W. 147th
7. Fire Department

**P122-124**

**P125-142**

**WRITTEN COMMUNICATION:**

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

**P143**

**P144-151**

**PUBLIC COMMENT:**

**ADJOURNMENT:**

**PRESS SESSION:**

**NEXT MEETING: Tuesday, January 5, 2020 at 7:00 pm**

*The Town of Cedar Lake is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding accessibility of the meeting or the facilities, please contact the Cedar Lake Town Hall at (219) 374-7400.*

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**December 15, 2020**

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ALL TOWN FUNDS	\$195,264.24
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WASTEWATER OPERATING	\$138,451.47
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WATER UTILITY	\$46,632.05
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STORM WATER	\$31,685.38
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PAYROLL 12/10/2020	\$291,896.85
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RECEIPT REGISTER FOR TOWN OF CEDAR LAKE  
Open And Completed Receipts

C	528186	12/07/2020	ZUBKG DARE PROGRAM	FRONT2	HANOVER COMMUNITY SCHOOL CORP	2,000.00	CHECK 004861
DARE							
Total of 1 Receipts						2,000.00	

## UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

(Pursuant to and in Compliance with Indiana Code § 35-44-1-3)

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant has a conflict of interest subject to disclosure. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in I.C. 31-3-4-1) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

1. Name and Address of Public Servant submitting statement John C. Foreman  
12745 Parnish Ave Cedar Lake, IN 46303
2. Title or Position with Governmental Entity: Councilman
3. a. Governmental entity: Town of Cedar Lake  
b. County: Lake
4. This statement is submitted (check one):
  - a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
  - b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. Name(s) of Contractor(s) or Vendor(s):  
Gravel Brothers Inc.  
\_\_\_\_\_  
\_\_\_\_\_
6. Description of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):  
83 plus year old Lawn Mower, Chain Saw,  
Snow Blower and service company.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Description of My Financial Interest (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

~~none~~ - \$0.00 reported.

Do not take any pay check from GRUEL BROS

8. Approval of Appointing Officer or Body (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state supported college or university):

I (We) being the \_\_\_\_\_ of the Town of Cedar Lake and having the power to appoint the above named public servant to the public position to which he or she holds, hereby approve the participation of the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code § 35-44-1-3; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

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

Elected Official

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

Office

9. Effective Dates (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

\_\_\_\_\_

Date Submitted

\_\_\_\_\_

Date of Action on Contract or Purchase

10. Affirmation of Public Servant: This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed:

  
(Signature of Public Servant)

Date:

12-13-20

Within 15 days following execution, copies of this statement must be filed with the State Board of Accounts, Room 912 State Office Building, Indianapolis, Indiana, 46204, and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.

## UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

(Pursuant to and in Compliance with Indiana Code § 35-44-1-3)

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant has a conflict of interest subject to disclosure. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in I.C. 31-3-4-1) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

1. Name and Address of Public Servant submitting statement

Tim Kubiak

2. Title or Position with Governmental Entity:

Director of operations

3. a. Governmental entity: Town of Cedar Lake

b. County: Lake

4. This statement is submitted (check one):

a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or

b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.

5. Name(s) of Contractor(s) or Vendor(s):

Kubiak Development

6. Description of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):

None



7. Description of My Financial Interest (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

None

8. Approval of Appointing Officer or Body (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state supported college or university):

I (We) being the \_\_\_\_\_ of the Town of Cedar Lake and having the power to appoint the above named public servant to the public position to which he or she holds, hereby approve the participation of the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code § 35-44-1-3; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

_____	_____
_____	_____
_____	_____
Elected Official	Office

9. Effective Dates (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

_____	_____
Date Submitted	Date of Action on Contract or Purchase

10. Affirmation of Public Servant: This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: \_\_\_\_\_

(Signature of Public Servant)

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

12-7-20

Within 15 days following execution, copies of this statement must be filed with the State Board of Accounts, Room 912 State Office Building, Indianapolis, Indiana, 46204, and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.

**UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT**  
(Pursuant to and in Compliance with Indiana Code § 35-44-1-3)

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant has a conflict of interest subject to disclosure. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in I.C. 31-3-4-1) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

1. Name and Address of Public Servant submitting statement DOUGLAS MACHALK  
7105 W 133RD PL CEDAR LAKE, IN 46303

2. Title or Position with Governmental Entity: POLICE OFFICER

3. a. Governmental entity: Town of Cedar Lake  
b. County: Lake

4. This statement is submitted (check one):

- a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
- b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.

5. Name(s) of Contractor(s) or Vendor(s):

BUGGA'S LLC  
\_\_\_\_\_  
\_\_\_\_\_

6. Description of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):

VEHICLE CLEANING SUPPLIES  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Description of My Financial Interest (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

SALES PROFIT AT 20% OF  
TRANSACTION.

8. Approval of Appointing Officer or Body (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state supported college or university):

I (We) being the \_\_\_\_\_ of the Town of Cedar Lake and having the power to appoint the above named public servant to the public position to which he or she holds, hereby approve the participation of the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code § 35-44-1-3; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

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

Elected Official

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

Office

9. Effective Dates (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

\_\_\_\_\_  
Date Submitted

\_\_\_\_\_  
Date of Action on Contract or Purchase

10. Affirmation of Public Servant: This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed:

  
(Signature of Public Servant)

Date:

12-9-2020

Within 15 days following execution, copies of this statement must be filed with the State Board of Accounts, Room 912 State Office Building, Indianapolis, Indiana, 46204, and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.



## UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 6-15) / Form 236  
STATE BOARD OF ACCOUNTS

### Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Margo Nagy  
9065 W. 129th PL., Cedar Lake, IN 46303
2. **Title or Position With Governmental Entity:** Chief Deputy Clerk
3. a. **Governmental Entity:** Town of Cedar Lake  
b. **County:** Lake
4. **This statement is submitted (check one):**  
a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or  
b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** Nagy's Automotive
6. **Description(s) of Contract(s) or Purchase(s)** *(Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):*  
Nagy's Automotive occasionally repairs Town owned vehicles for the Police and Fire Departments.  
The business is owned by Larry and Margo Nagy. I serve as the bookkeeper for the business.

7. **Description of My Financial Interest** *(Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):*

Profits derived from the services provide the primary source of income for the Nagy household.

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** *(To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):*

I (We) being the \_\_\_\_\_ of  
(Title of Officer or Name of Governing Body)

\_\_\_\_\_ and having the power to appoint  
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

\_\_\_\_\_  
Elected Official

\_\_\_\_\_  
Office

9. **Effective Dates** *(Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):*

\_\_\_\_\_  
Date Submitted (month, day, year)

\_\_\_\_\_  
Date of Action on Contract or Purchase (month, day, year)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: MARGO NAGY  
(Signature of Public Servant)

Date: 12-10-2020  
(month, day, year)

Printed Name: MARGO NAGY  
(Please print legibly.)

Email Address: MARGO.NAGY@CEDAR LAKE IN.ORG

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here [https://gateway.ifionline.org/sboa\\_coi/](https://gateway.ifionline.org/sboa_coi/) which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



## UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 6-15) / Form 236  
STATE BOARD OF ACCOUNTS

### Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Cliff Wroe  
13808 Lauerman St Cedar Lake, IN 46303
2. **Title or Position With Governmental Entity:** Technology Director
3. a. **Governmental Entity:** Town of Cedar Lake  
b. **County:** Lake
4. **This statement is submitted (check one):**  
a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or  
b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** WBKL Communications  
\_\_\_\_\_  
\_\_\_\_\_
6. **Description(s) of Contract(s) or Purchase(s)** *(Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):*  
Installation and maintenance of Telephone Systems, CCTV, Access Control, Paging and Computer Networks.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. **Description of My Financial Interest** *(Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):*

As a provider for business communications systems, the main goal is to provide saving to the town  
by using my dealer pricing and to pass that saving to the Town.

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*(Attach extra pages if additional space is needed.)*

8. **Approval of Appointing Officer or Body** *(To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):*

I (We) being the \_\_\_\_\_ of  
*(Title of Officer or Name of Governing Body)*

\_\_\_\_\_ and having the power to appoint  
*(Name of Governmental Entity)*

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

_____	_____
_____	_____
_____	_____
Elected Official	Office

9. **Effective Dates** *(Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):*

_____	_____
Date Submitted <i>(month, day, year)</i>	Date of Action on Contract or Purchase <i>(month, day, year)</i>



10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed:   
(Signature of Public Servant)

Date: 12/7/2020  
(month, day, year)

Printed Name: Cliff Wroe  
(Please print legibly.)

Email Address: cliff.wroe@cedarlakein.org

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here [https://gateway.ifionline.org/sboa\\_coi/](https://gateway.ifionline.org/sboa_coi/) which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.

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

**RESOLUTION NO. 1273**

**A RESOLUTION AUTHORIZING THE APPROPRIATION TRANSFERS BY THE  
CLERK-TREASURER FOR THE FOLLOWING FUNDS DURING BUDGET YEAR  
2020**

**WHEREAS**, the Town Council of the Town of Cedar Lake, Lake County, Indiana does find that conditions exist at this time, and that it is indispensably necessary to expend certain sums of money by the proper legal officers of the Town of Cedar Lake, Lake County, Indiana by way of transfer of funds within the categories of appropriations.

**NOW THEREFORE**, be it resolved by the Town Council of the Town of Cedar Lake, Lake County, Indiana, that the following transfers are to be made in the specified funds between major budget categories;

**GENERAL FUND**

**TOTAL TRANSFERS \$15,835.00**

Town Council 002      Total Transfers \$5,725.00

\$ 1,600.00	From: 121 - Group Health	To: 311 - Attorney
\$ 3,000.00	From: 121 - Group Health	To: 312 - Engineer
\$ 1,000.00	From: 121 - Group Health	To: 313 - Consultants
\$ 125.00	From: 121 - Group Health	To: 321 - Phones

Planning, Zoning & Building 004 Total Transfers \$210.00

\$ 110.00	From: 242 - Unsafe Bldg	To: 311 - Attorney
\$ 100.00	From: 242 - Unsafe Bldg	To: 331 - Printing

Fire Department 005      Total Transfers \$9,900.00

\$ 5,500.00	From: 115 - Part Time	To: 131 - Uniform Allowance
\$ 1,200.00	From: 117 - Volunteer Stipend	To: 241 - Misc Supplies
\$ 3,200.00	From: 117 - Volunteer Stipend	To: 362 - Vehicle Repairs

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY,  
INDIANA THIS 15<sup>th</sup> DAY OF DECEMBER, 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     )

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 **Porter Bros., LLC, Owner, and Tim Porter, Petitioner**, for a **Special Use Variance** being sought from Zoning Ordinance No. 496, Title XVI-Light Industrial (M-1) Zoning District for the property located at 9010 W. 133<sup>rd</sup> Avenue, Cedar Lake, IN 46303, Lake County, Indiana, and which is legally described as:

See attached

and certifies a **Favorable Recommendation** to the Town Council for the requested **Special Use Variance** to allow the Petitioner to operate an indoor/outdoor storage facility for boats, RV's cars and trucks no larger than ¾ ton pickups, hours of operation 7:00 a.m. to 7:00 p.m. and one hundred nineteen (119) parking spaces; contingent upon Plan Commission approval of 1-lot Subdivision

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

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

By: \_\_\_\_\_  
Jeremy Kuiper-President

ATTEST:

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

Legal Description:

Parent Parcel: per Title Commitment # FCL08-4510-4666:

Part of the Southeast quarter of the Southwest quarter of Section 22, Township 34 North, Range 9 West of the Second Principal Meridian, in the Town of Cedar Lake, Lake County, Indiana, described as follows: Beginning at a point on the South line of said Section 22 and 452.44 feet East of the Southwest corner of the Southeast quarter of the Southwest quarter of said Section 22; thence North 89 degrees 26 minutes 32 seconds West, 72.17 feet along the South line of said Southeast quarter of the Southwest quarter to a line 60 feet West of and parallel to the West line of a parcel conveyed by Martin A. and Clara Mager to Cedar Lake Lumber Company, Inc. by Warranty Deed dated June 27, 1972 as Document No. 154886; thence North 33 degrees 12 minutes 21 seconds West along said parallel line 356.68 feet to the center line of Lake Shore Drive; thence Northeasterly along said center line 260.4 feet to the Westerly line of a lane 1 Rod wide conveyed to Nicholas Galsen by Deed Dated November 26, 1884 and recorded February 18, 1885 in Deed Record 38, Page 14; thence South 32 degrees 32 minutes 58 seconds East along the West line of said lane and said West line extended South 537.95 feet to the South line of Section 22, Township 34 North, Range 9 West; thence North 89 degrees 26 minutes 32 seconds West 232.66 feet to the point of beginning.

TRACT "A" DESCRIPTION (9011 W. 133RD AVENUE): Part of the Southeast quarter of the Southwest quarter of Section 22, Township 34 North, Range 9 West of the Second Principal Meridian, in the Town of Cedar Lake, Lake County, Indiana, described as follows: Commencing at the Southwest Corner of the Southeast quarter of the Southwest quarter of said Section 22; thence South 89 Degrees 35 Minutes 50 Seconds East along the South line of said Southwest quarter, a distance of 380.19 feet to the Point of Beginning, said point being on a line 60 feet West of and parallel with the West line of a parcel conveyed by Martin A. and Clara Mager to Cedar Lake Lumber Company, Inc. by Warranty Deed dated June 27, 1972 as Document No. 154896; thence North 33 Degrees 21 Minutes 39 Seconds West along said parallel line, a distance of 356.68 feet to the centerline of Lake Shore Drive; thence North 54 Degrees 01 Minutes 55 Seconds East along said centerline, a distance of 206.27 feet; thence South 33 Degrees 06 Minutes 55 Seconds East, a distance of 57.10 feet; thence South 56 Degrees 53 Minutes 05 Seconds West, a distance of 30.00 feet; thence South 33 Degrees 06 Minutes 55 Seconds East, a distance of 100.00 feet; thence North 59 Degrees 09 Minutes 55 Seconds East, a distance of 80.00 feet to the Westerly line of a lane 1 Rod wide conveyed to Nicholas Galsen by Deed Dated November 26, 1884 and recorded February 18, 1885 in Deed Record 38, Page 14; thence South 33 Degrees 06 Minutes 55 Seconds East along said Westerly line of a lane, a distance of 375.17 feet to a point on the South line of said Southwest quarter; thence North 89 Degrees 35 Minutes 50 Seconds West along the South line of said Southwest quarter, a distance of 305.18 feet to the Point of Beginning, containing 0,000 square feet, 0.00 acres more or less, all in Lake County, Indiana.

TRACT "B" DESCRIPTION (9019 W. 133RD AVENUE): Part of the Southeast quarter of the Southwest quarter of Section 22, Township 34 North, Range 9 West of the Second Principal Meridian, in the Town of Cedar Lake, Lake County, Indiana, described as follows: Commencing at the Southwest Corner of the Southeast quarter of the Southwest quarter of said Section 22; thence South 89 Degrees 35 Minutes 50 Seconds East along the South line of said Southwest quarter, a distance of 380.19 feet to a point on a line 60 feet West of and parallel with the West line of a parcel conveyed by Martin A. and Clara Mager to Cedar Lake Lumber Company, Inc. by Warranty Deed dated June 27, 1972 as Document No. 154896; thence North 33 Degrees 21 Minutes 39 Seconds West along said parallel line, a distance of 356.68 feet to the centerline of Lake Shore Drive; thence North 54 Degrees 01 Minutes 55 Seconds East along said centerline, a distance of 206.27 feet to the Point of Beginning; thence continuing North 54 Degrees 01 Minutes 55 Seconds East along said centerline, a distance of 50.00 feet to the Westerly line of a lane 1 Rod wide conveyed to Nicholas Galsen by Deed Dated November 26, 1884 and recorded February 18, 1885 in Deed Record 38, Page 14; thence South 33 Degrees 06 Minutes 55 Seconds East along said westerly line of a lane, a distance of 162.78 feet; thence South 59 Degrees 09 Minutes 55 Seconds West, a distance of 80.00 feet; thence North 33 Degrees 06 Minutes 55 Seconds East, a distance of 100.00 feet; thence North 56 Degrees 53 Minutes 05 Seconds East, a distance of 30.00 feet; thence North 33 Degrees 06 Minutes 55 Seconds West, a distance of 57.10 feet to the Point of Beginning, containing 0,000 square feet, 0.00 acres more or less, all in Lake County, Indiana.



9701 Indianapolis Blvd.  
Highland, IN 46322-2620  
219.922.2406

BUSINESS BANKING

## IRREVOCABLE LETTER OF CREDIT #01216

December 9, 2020

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

Re: Phase 2 of the Birchwood Farms Subdivision (Hanover Development LLC) – Performance Letter of Credit

Gentlemen:

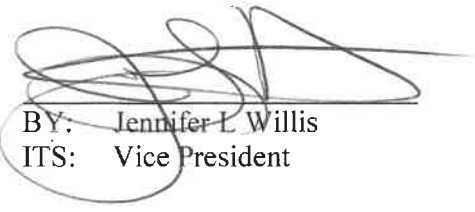
We hereby establish in your favor our Irrevocable Letter of Credit for the account of Hanover Development LLC up to an aggregate amount of One Hundred Forty Thousand Nine Hundred Eight Dollars and Fifty Cents (\$140,908.50) U.S. DOLLARS which is available by presentation of your draft(s) at sight drawn on us bearing the clause: "Drawn under Centier Bank Irrevocable Letter of Credit No. 01216, dated December 9, 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 December 5, 2023, 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 Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Indiana without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Indiana.

**CENTIER BANK**

  
BY: Jennifer L. Willis  
ITS: Vice President

December 9, 2020

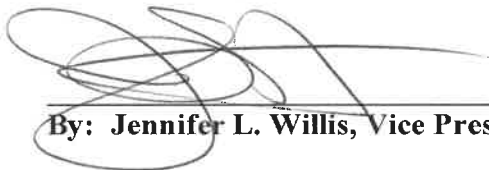
Town of Cedar Lake  
Attn: Department of Planning, Zoning and Building  
7408 Constitution Ave  
Cedar Lake, IN 46303

Ladies and Gentlemen:

Please find attached the original Letter of Credit issued on behalf of Hanover Development LLC referred to as Number 01216.

Please acknowledge your receipt of the original document mentioned above by signing where provided below and return to Centier Bank, 600 E. 84th Avenue, Merrillville, Indiana 46410, Attention: Letter of Credit Department.

**CENTIER BANK**



By: Jennifer L. Willis, Vice President

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

---

**BY: Randell C. Niemeyer**  
**Title: Town Council President**

---

**Attest By: Jennifer N. Sandberg, IAMC**  
**Title: Clerk-Treasurer**

**Received this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**



**Corporate Center**  
9204 Columbia Avenue • Munster, Indiana 46321  
219.836.4400 • fax 219.836.2396  
[ibankpeoples.com](http://ibankpeoples.com)

December 7, 2020

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

Gentlemen:

Peoples Bank, at the request of our applicant, Lynnsway Development LLC, has provided its Irrevocable Replacement Standby Letter of Credit No. CL7570LC in your favor, which is attached hereto, in the amount of Two Hundred Eleven Thousand Nine Hundred Forty Three dollars and 00/33 (\$211,943.33), dated December 7, 2020 in your favor. This will certify that Kevin Crose, VP, Business Banker, is authorized to provide and execute the attached Irrevocable Replacement Standby Letter of Credit, that the signature appearing on said Letter of Credit is authentic, and that the Bank has complied with all banking laws and requirements and other laws in connection with the issuance of such Letter of Credit. Upon receipt of the Irrevocable Replacement Standby Letter of Credit, please return original Letter of Credit No. CL7541LC to us.

Sincerely,

Todd Scheub, EVP  
Chief Banking Officer

Attachment: Letter of Credit No. CL7570LC

TS/ns







**Corporate Center**  
9204 Columbia Avenue • Munster, Indiana 46321  
219.836.4400 • fax 219.836.2396  
[ibankpeoples.com](http://ibankpeoples.com)

**IRREVOCABLE REPLACEMENT STANDBY LETTER OF CREDIT**

**ISSUER'S NAME & ADDRESS:**

Peoples Bank  
9204 Columbia Avenue  
Munster, IN 46321  
Attention: Commercial Loan Department

Telephone: 219-853-7500  
Email: [kcrose@ibankpeoples.com](mailto:kcrose@ibankpeoples.com)

**APPLICANT:**

Lynnsway Development LLC  
8900 Wicker Avenue  
St. John, Indiana 46373

**BENEFICIARY:**

Town of Cedar Lake  
7408 Constitution Avenue  
Cedar Lake, Indiana 46303  
Telephone: 219-374-7400

**SUBDIVISION/DEVELOPMENT AT ISSUE:**

Ledgestone Subdivision  
Cedar Lake, Indiana

**Irrevocable Replacement Letter of Credit**  
**No. CL7570LC**

**Total Amount:** \$211,943.33  
(maximum aggregate amount)

**Replacing Letter of Credit**  
**No. CL7541LC**

**Issuance Date:** December 7, 2020

**Expiration Date:** December 7, 2023

Ladies and Gentlemen:

**Issuance.** The Issuer hereby establishes, at the request of Applicant and for the account of the Applicant, in favor of the Beneficiary, this Replacement Credit which is issued in replacement of, and substitution for, Credit No. CL7541LC in the total amount of:

\$211,943.33

Beneficiary shall return the original copy of Credit No. CL7541LC to Issuer.



**Undertaking.** Issuer undertakes to honor Beneficiary's demand for payment of an amount available under this Replacement Credit, upon Beneficiary's presentation of a demand for payment in the form of the attached "**Sight Draft for Replacement Credit Regarding** Ledgestone Subdivision, marked as **EXHIBIT A** (*hereinafter*, "Sight Draft"), together with the original of this Replacement Credit, at Issuer's address stated above, on or before the close of business on the expiration date.

**Original.** The original copy of this Replacement Credit shall be presented to and retained by Beneficiary. The original copy of this Replacement Credit need not be presented to Issuer as a condition for Beneficiary to receive payment. Retention of the original Credit does not preserve any rights thereunder after the right to demand payment ceases.

**Payment.** Issuer undertakes to make payment to Beneficiary under this Replacement Credit within five (5) business days of receipt by Issuer of a properly presented Sight Draft. Beneficiary shall receive payment from Issuer as described in the Sight Draft.

**Partial and Multiple Drawings.** Partial and multiple drawings are permitted under this Replacement Credit. The aggregate amount available under this Replacement Credit at any time shall be the Total Amount of this Replacement Credit, less the aggregate amount of all partial drawings previously paid to Beneficiary at such time.

**Presentation.** Beneficiary may present Sight Drafts for honor to Issuer at Issuer's above-stated address by:

1. Personal delivery to Issuer with an acknowledged duly authorized, signed receipt;
2. Deposit in Certified U.S. Mail, postage prepaid, properly addressed; or
3. Deposit with any third-party commercial carrier for delivery, cost prepaid, properly addressed.

Presentation will be deemed to have occurred upon Issuer's receipt.

**Agreed Reduction of Total Amount.** Issuer will permanently reduce the Total Amount of this Replacement Credit upon Beneficiary's presentation, from time to time, of an agreed "**Letter of Credit Reduction Approval for Ledgestone Subdivision**" in the form attached as **EXHIBIT B**. Beneficiary shall present any such agreed "Letter of Credit Reduction Approvals for Ledgestone Subdivision", to Issuer at Issuer's address stated above and Issuer shall make reductions as specified in the particular Letter of Credit Reduction Approvals as presented.

**Expiration Date.** The expiration date of this Replacement Credit is December 7, 2023.

Peoples Bank Irrevocable Replacement Standby Letter of Credit No. CL7570LC

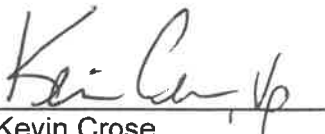
December 7, 2020

Page 3

**Choice of Law.** This Replacement Credit is governed by the laws of the State of Indiana and is issued subject to the International Standby Practices 1998 (ISP98), International Chamber of Commerce Publication No. 590. Any amendments to the terms of this credit must be in writing over authorized signature of an officer of Peoples Bank.

Sincerely,

PEOPLES BANK

By:   
Kevin Crose  
VP, Business Banker

**CERTIFICATION**

The Undersigned hereby certifies under the penalty of perjury that I am the duly authorized Agent of the Issuer of this Irrevocable Replacement Standby Letter of Credit and have full authority and all required approval to agree to the issuance of this Irrevocable Replacement Standby Letter of Credit.

SIGNED AND DATED THIS 7<sup>th</sup> DAY OF DECEMBER, 2020

Sincerely,

ISSUER: PEOPLES BANK

By:   
Kevin Crose  
VP, Business Banker

**EXHIBIT A**  
**SIGHT DRAFT FOR IRREVOCABLE REPLACEMENT STANDBY LETTER OF CREDIT**  
**REGARDING LEDGESTONE SUBDIVISION**

**DATE:** \_\_\_\_\_

**RE: IRREVOCABLE REPLACEMENT STANDBY LETTER OF CREDIT No.: CL7570LC**

**APPLICANT:** Lynnsway Development LLC  
8900 Wicker Avenue  
St. John, Indiana 46373

**ISSUER:** Peoples Bank  
9204 Columbia Avenue  
Munster, Indiana 46321  
Attention: Commercial Loan Department  
Telephone : 219-853-7500  
Email: kcrose@ibankpeoples.com

**BENEFICIARY:** Town of Cedar Lake  
7408 Constitution Avenue  
Cedar Lake, Indiana 46303

This Sight Draft is a demand for payment presented by the Beneficiary under the above-referenced Letter of Credit for the amount of \$\_\_\_\_\_, which constitutes a full/partial payment of the funds available to the Beneficiary under the Letter of Credit. Under this Sight Draft, the Beneficiary states that:

- (i) The undersigned is authorized to execute this Sight Draft on behalf of the Beneficiary;
- (ii) Applicant is in default of its obligations to adequately construct and complete the infrastructure for the Subdivision, which is the subject of the above-referenced Irrevocable Standby Letter of Credit;
- (iii) The above-stated amount of this Sight Draft is the amount currently due to Beneficiary from Applicant; and
- (iv) The proceeds from this Sight Draft will be used to satisfy the above-identified obligations.

Beneficiary requests that the amount demanded hereunder be transferred to the Beneficiary by check, available for collection at the place of presentation, wire transfer to the following bank account of the Beneficiary:

[NAME, ADDRESS AND ROUTING NUMBER OF BENEFICIARY'S BANK ACCOUNT]  
[NAME OF BENEFICIARY'S ACCOUNT]  
[BENEFICIARY'S ACCOUNT NUMBER]

**TOWN OF CEDAR LAKE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT B**  
**LETTER OF CREDIT REDUCTION APPROVAL FOR**  
**LEDGESTONE SUBDIVISION**

**DATE:** \_\_\_\_\_

**RE: IRREVOCABLE REPLACEMENT STANDBY LETTER OF CREDIT:** (*hereinafter*, ILOC)

Number: CL7570LC  
Date of Issuance: December 7, 2020  
Current Total Amount: \$211,943.33  
Current Expiration Date: December 7, 2023

**ILOC REDUCTION APPROVAL No. :** \_\_\_\_\_

**Total Amount of this ILOC Reduction:** \$ \_\_\_\_\_

**Total Amount of ILOC after this Reduction :** \$ \_\_\_\_\_

**APPLICANT:** Lynnsway Development LLC  
8900 Wicker Avenue  
St. John, Indiana 46373

**ISSUER:** Peoples Bank  
9204 Columbia Avenue  
Munster, Indiana 46321  
Attention: Commercial Loan Department

**BENEFICIARY:** Town of Cedar Lake  
7408 Constitution Avenue  
Cedar Lake, Indiana 46303

**TOWN ENGINEER:** \_\_\_\_\_

The undersigned hereby approve of and incorporate by reference the calculations stated in the attached "Worksheet for Reduction of Total Amount of the ILOC for Ledgestone Subdivision. Issuer is hereby authorized to reduce the Current Total Amount of the above-referenced ILOC as indicated by the attached Worksheet.

**Per the attached Worksheet, the new "Total Amount" of the ILOC shall now equal:** \_\_\_\_\_.

**Town of Cedar Lake (Beneficiary)**

**[NAME OF TOWN ENGINEER]**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**Lynnsway Development LLC (Applicant)**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**EXHIBIT B (Continued)**

**WORKSHEET FOR REVISED AMOUNT OF IRREVOCABLE REPLACEMENT STANDBY  
LETTER OF CREDIT FOR LEDGESTONE SUBDIVISION**

Applicant has requested the following reduction(s) in the amount of the above-referenced Irrevocable Replacement Standby Letter of Credit (*hereinafter*, ILOC). The \_\_\_\_\_ has inspected and approved the improvement(s) corresponding to the requested reduction(s), verified the cost and value of the requested reduction(s), and hereby recommends approval of the requested reduction(s).

**ILOC Reduction Request #:** \_\_\_\_\_

**Original ILOC Amount:** \$ \_\_\_\_\_

**ILOC Revised Amount after all prior approved reduction(s):** \$ \_\_\_\_\_

**ILOC Revised Amount after approval of new requested reduction(s):** \$ \_\_\_\_\_

Item of Improvement	Original Cost Estimate	Previous ILOC Reductions	Amount of New ILOC Requested Reduction	ILOC Amount after New Requested Reduction
Subtotal				
Contingencies (10%)				
Total Letter of Credit				

**Revised Improvements Cost Subtotal after Above-Requested New Reduction(s):** \$ \_\_\_\_\_

Irrevocable Letter of Credit No. CL7570LC

Subdivision/Entity: Lynnsway

ACCEPTED according to its terms this 15th day of December, 2020.

TOWN COUNCIL  
TOWN OF CEDAR LAKE, INDIANA

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

ATTEST:

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



Date of Issuance: **December 2, 2020**

Effective Date:

Owner: **Town of Cedar Lake**

Owner's Contract No.: **N/A**

Contractor: **Walsh & Kelly, Inc.**

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

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

Engineer's Project No.: **19.R060015.00035**

Project: **HIP Scarification Asphalt Recycling Project**

Contract Name: **N/A**

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

Description: Changes in contract quantities are due to final field measured quantities. Final quantities have been adjusted to balance out the project to establish a final contract value. Additionally, scope was revised to extend mill/overlay sections, reduce HIP sections, and add a 0.5" thickness to pavement overlays within the HIP sections.

Attachments: **CO1 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>1,198,600.45</u>	<del>Original Contract Times:</del> Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
<del>[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:</del>  \$ <u>No Previous Change Orders</u>	<del>[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:</del> 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>	<del>Contract Times prior to this Change Order:</del> Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
[Increase] [Decrease] of this Change Order:  \$ <u>50,276.06</u>	<del>[Increase] [Decrease] of this Change Order:</del> Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price Incorporating this Change Order:  \$ <u>1,248,876.51</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:   
Title: **Engineer (If required)**

Title: **Town Engineer**

Date: **12/02/2020**

ACCEPTED:  
By: \_\_\_\_\_  
Title: **Owner (Authorized Signature)**

Title: \_\_\_\_\_

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

ACCEPTED:  
By:   
Title: **Contractor (Authorized Signature)**

Title: **PROJECT MANAGER**

Date: **12/4/20**

Approved by Funding Agency (if applicable)

By: N/A

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

Title: N/A

**Town of Cedar Lake, Indiana  
Hot In Place Scarification Asphalt Recycling (HIP) Project**

**Contractor:** Walsh & Kelly, Inc.

**(CBBEL Project No. 060015)**

**Change Order No. 1**

**Date:** December 2, 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
3	MILLING ASPHALT, 2-INCH	SYS	\$ 2.20	10800.00	11509.00	22309.00	\$ 25,319.80	\$ 49,079.80
4	HMA, PATCHING, TYPE B	TON	\$ 60.00	1650.00	-1054.98	595.02	\$ (63,298.80)	\$ 35,701.20
5	HOT IN-PLACE (HIP) ASPHALT RECYCLING	SYS	\$ 5.10	84800.00	-16862.00	67938.00	\$ (85,996.20)	\$ 346,483.80
6	HMA SURFACE, TYPE B	TON	\$ 60.00	6000.00	3003.32	9003.32	\$ 180,199.20	\$ 540,199.20
9	TRANSVERSE MARKING, THERMOPLASTIC, STOP BAR, WHITE, 24 IN.	LFT	\$ 4.75	247.00	-22.00	225.00	\$ (104.50)	\$ 1,068.75
10	TRANSVERSE MARKING, THERMOPLASTIC, BUZZ STRIP, WHITE, 8 IN.	LFT	\$ 2.50	942.00	-174.00	768.00	\$ (435.00)	\$ 1,920.00
11	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	LFT	\$ 6.50	360.00	-107.00	253.00	\$ (695.50)	\$ 1,644.50
14	PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARROW	EACH	\$ 100.00	10.00	3.00	13.00	\$ 300.00	\$ 1,300.00
15	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	LFT	\$ 0.58	63800.00	-4936.00	58864.00	\$ (2,862.88)	\$ 34,141.12
16	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	LFT	\$ 0.58	63800.00	-3707.00	60093.00	\$ (2,150.06)	\$ 34,853.94

TOTAL: \$ 50,276.06

Awarded Contract Value: \$ 1,198,600.45  
+ Previous Change Orders Value: \$ -

= Contract Value Prior to this Change Order: \$ 1,198,600.45  
+ Change Order 1 Value: \$ 50,276.06

= Current Contract Value: **\$ 1,248,876.51**

Date of Issuance: December 2, 2020

Effective Date:

Owner: Town of Cedar Lake

Owner's Contract No.: N/A

Contractor: Walsh & Kelly, Inc.

Contractor's Project No.: N/A

Engineer: Christopher B. Burke Engineering, LLC

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

Project: Town Hall Parking Lot Improvements

Contract Name: N/A

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

Description: Changes in contract quantities are due to final field measured quantities. Final quantities have been adjusted to balance out the project to establish a final contract value. Pay Items #6 (Thermo Striping, 4" Blue) and #7 (Thermo Striping, Blue Handicap Symbol) were added to the contract based on field measured quantities.

Attachments: CO1 Table with summary of adjusted items.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price:  \$ 83,637.20	Original Contract Times: Substantial Completion: N/A Ready for Final Payment: N/A days or dates
{Increase} {Decrease} from previously approved Change Orders No. ___ to No. ___:  \$ No Previous Change Orders	{Increase} {Decrease} from previously approved Change Orders No. ___ to No. ___: Substantial Completion: N/A Ready for Final Payment: N/A days
Contract Price prior to this Change Order:  \$ No Previous Change Orders	Contract Times prior to this Change Order: Substantial Completion: N/A Ready for Final Payment: N/A days or dates
[Increase] [Decrease] of this Change Order:  \$ 4,778.58	[Increase] [Decrease] of this Change Order: Substantial Completion: N/A Ready for Final Payment: N/A days or dates
Contract Price Incorporating this Change Order:  \$ 88,415.78	Contract Times with all approved Change Orders: Substantial Completion: N/A Ready for Final Payment: N/A days or dates

RECOMMENDED:  
By:   
Engineer (if required)

Title: Town Engineer

Date: 12/02/2020

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

Title

Date

ACCEPTED:  
By:   
Contractor (Authorized Signature)

Title

Date

PROJECT MANAGER

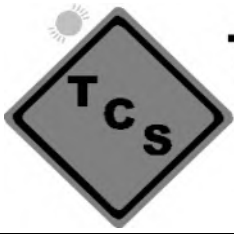
12/4/20

Approved by Funding Agency (if applicable)

By: N/A

Date:

Title: N/A



**Traffic  
Control  
Specialists, Inc.**

**Proposed Change Order**

Contractor:			Date:		TCS Job #:		INDOT Contract #:	
			Project Location:					
			PCO #:					
Line:	Item Number:	Description:	Quantity:	Unit:	Unit Price:	Unit:	Total:	
Total:								

Authorized TCS Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Authorized Customer Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Notes:

**Town of Cedar Lake, Indiana  
Town Hall Parking Lot Improvements**

**Contractor:** Walsh & Kelly, Inc.

**(CBBEL Project No. 060015)**

**Change Order No. 1**

**Date:** December 2, 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
2	HMA Intermediate	TON	\$ 65.00	641.00	-20.02	620.98	\$ (1,301.30)	\$ 40,363.70
3	HMA Surface	TON	\$ 72.00	478.00	59.20	537.20	\$ 4,262.40	\$ 38,678.40
5	Thermo Striping, 4" White Line	LFT	\$ 0.90	2810.00	188.00	2998.00	\$ 169.20	\$ 2,698.20
6	Thermo Striping, 4" Blue Line	LFT	\$ 4.24	0.00	272.00	272.00	\$ 1,153.28	\$ 1,153.28
7	Thermo Striping, Blue Handicaped Symbol	EACH	\$ 165.00	0.00	3.00	3.00	\$ 495.00	\$ 495.00

TOTAL: \$ 4,778.58

Awarded Contract Value:	\$ 83,637.20
+ Previous Change Orders Value:	\$ -
= Contract Value Prior to this Change Order:	\$ 83,637.20
+ Change Order 1 Value:	\$ 4,778.58
= Current Contract Value:	\$ <b>88,415.78</b>

Date of Issuance: December 2, 2020

Effective Date:

Owner: Town of Cedar Lake

Owner's Contract No.: N/A

Contractor: Walsh & Kelly, Inc.

Contractor's Project No.: N/A

Engineer: Christopher B. Burke Engineering, LLC

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

Project: Fairbanks St Improvements

Contract Name: N/A

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


Description: Limits of project were extended south of the intersection of 129<sup>th</sup> Avenue and Fairbanks Street to address additional roadway failures. Mill, HMA Surface, and Stop Bar quantitles Increased due to the project limit extension. Pay Item No. 10 (6-inch White Crosswalk Line) was added due to extension of roadway work limits near MacArthur Elementary School.

Attachments: CO1 Table with summary of adjusted items.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price:  \$ 90,781.00	Original Contract Times: Substantial Completion: N/A Ready for Final Payment: N/A days or dates
{Increase} {Decrease} from previously approved Change Orders No. ___ to No. ___:  \$ No Previous Change Orders	{Increase} {Decrease} from previously approved Change Orders No. ___ to No. ___: Substantial Completion: N/A Ready for Final Payment: N/A days
Contract Price prior to this Change Order:  \$ No Previous Change Orders	Contract Times prior to this Change Order: Substantial Completion: N/A Ready for Final Payment: N/A days or dates
{Increase} {Decrease} of this Change Order:  \$ 17,688.66	{Increase} {Decrease} of this Change Order: Substantial Completion: N/A Ready for Final Payment: N/A days or dates
Contract Price incorporating this Change Order:  \$ 108,469.66	Contract Times with all approved Change Orders: Substantial Completion: N/A Ready for Final Payment: N/A days or dates

RECOMMENDED:  
By:   
Engineer (if required)  
Title: Town Engineer  
Date: 12/02/2020

ACCEPTED:  
By: \_\_\_\_\_  
Owner (Authorized Signature)  
Title \_\_\_\_\_  
Date \_\_\_\_\_

ACCEPTED:  
By:   
Contractor (Authorized Signature)  
Title PROJEK MGR  
Date 12/14/20

Approved by Funding Agency (if applicable)

By: N/A Date: \_\_\_\_\_  
Title: N/A

**Town of Cedar Lake, Indiana  
Fairbanks St Improvements**

**Contractor:** Walsh & Kelly, Inc.

**(CBBEL Project No. 060015)**

**Change Order No. 1**

**Date:** December 2, 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
1	Mill 2"	SY	\$ 3.00	4877.00	900.00	5777.00	\$ 2,700.00	\$ 17,331.00
2	2" HMA Surface	TON	\$ 72.00	537.00	376.21	913.21	\$ 27,087.12	\$ 65,751.12
3	Wedge and Level	TON	\$ 76.00	54.00	-54.00	0.00	\$ (4,104.00)	\$ -
4	HMA Patching	TON	\$ 102.00	240.00	-83.48	156.52	\$ (8,514.96)	\$ 15,965.04
9	Thermo Stop Bar-24"	LF	\$ 8.50	12.00	48.00	60.00	\$ 408.00	\$ 510.00
10	6" White Crosswalk Line	LF	\$ 0.90	0.00	125.00	125.00	\$ 112.50	\$ 112.50

TOTAL: \$ 17,688.66

Awarded Contract Value:	\$ 90,781.00
+ Previous Change Orders Value:	\$ -
= Contract Value Prior to this Change Order:	\$ 90,781.00
+ Change Order 1 Value:	\$ 17,688.66
= Current Contract Value:	\$ <b>108,469.66</b>

Date of Issuance: December 2, 2020

Effective Date:

Owner: Town of Cedar Lake

Owner's Contract No.: N/A

Contractor: Walsh & Kelly, Inc.

Contractor's Project No.: N/A

Engineer: Christopher B. Burke Engineering, LLC

Engineer's Project No.: 19.R060015.00017

Project: Monastery Woods South Improvements

Contract Name: N/A

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

Description: Changes in contract quantities are due to final field measured quantities. Final quantities have been adjusted to balance out the project to establish a final contract value.

Attachments: CO1 Table with summary of adjusted items.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price:  \$ 107,223.00	Original Contract Times: Substantial Completion: N/A Ready for Final Payment: N/A days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>   </u> to No. <u>   </u>  \$ No Previous Change Orders	[Increase] [Decrease] from previously approved Change Orders No. <u>   </u> to No. <u>   </u> Substantial Completion: N/A Ready for Final Payment: N/A days
Contract Price prior to this Change Order:  \$ No Previous Change Orders	Contract Times prior to this Change Order: Substantial Completion: N/A Ready for Final Payment: N/A days or dates
[Increase] [Decrease] of this Change Order:  \$ 3,035.00	[Increase] [Decrease] of this Change Order: Substantial Completion: N/A Ready for Final Payment: N/A days or dates
Contract Price Incorporating this Change Order:  \$ 110,258.00	Contract Times with all approved Change Orders: Substantial Completion: N/A Ready for Final Payment: N/A days or dates

RECOMMENDED:  
By: [Signature]  
Engineer (if required)  
Title: Town Engineer  
Date: 12/02/2020

ACCEPTED:  
By: \_\_\_\_\_  
Owner (Authorized Signature)  
Title \_\_\_\_\_  
Date \_\_\_\_\_

ACCEPTED:  
By: [Signature]  
Contractor (Authorized Signature)  
Title: PROJECT MANAGER  
Date: 12/4/20

Approved by Funding Agency (if applicable)

By: N/A Date: \_\_\_\_\_  
Title: N/A



**Town of Cedar Lake, Indiana**  
**Monastery Woods South Improvements**

**Contractor:** Walsh & Kelly, Inc.

**(CBBEL Project No. 060015.00017)**

**Change Order No. 1**

**Date:** December 2, 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
2	Curb and Gutter, Removal	LFT	\$ 28.00	189.00	7.00	196.00	\$ 196.00	\$ 5,488.00
3	Concrete Sidewalk, Removal	SYS	\$ 29.00	180.00	-21.00	159.00	\$ (609.00)	\$ 4,611.00
5	Curb and Gutter, Concrete, Roll Curb	LFT	\$ 40.00	189.00	7.00	196.00	\$ 280.00	\$ 7,840.00
6	Concrete Curb & Sidewalk, Route and Seal	LFT	\$ 15.00	400.00	22.00	422.00	\$ 330.00	\$ 6,330.00
7	Sidewalk, Concrete, 4-IN	SYS	\$ 154.00	141.00	-3.00	138.00	\$ (462.00)	\$ 21,252.00
9	Compacted Aggregate No. 53, Sidewalk, Undistributed	SYS	\$ 22.00	141.00	-141.00	0.00	\$ (3,102.00)	\$ -
10	Compacted Aggregate No. 53, Undercut, Undistributed	TON	\$ 60.00	50.00	-50.00	0.00	\$ (3,000.00)	\$ -
11	HMA, Surface, Type B (3-IN)	TON	\$ 100.00	95.00	102.02	197.02	\$ 10,202.00	\$ 19,702.00
15	Stop Sign Replacement	EACH	\$ 800.00	1.00	-1.00	0.00	\$ (800.00)	\$ -

TOTAL: \$ 3,035.00

Awarded Contract Value:	\$ 107,223.00
+ Previous Change Orders Value:	\$ -
= Contract Value Prior to this Change Order:	\$ 107,223.00
+ Change Order 1 Value:	\$ 3,035.00
= Current Contract Value:	\$ 110,258.00



December 8, 2020

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

Attention: Jennifer Sandberg – Clerk-Treasurer

Subject: HIP Scarification Asphalt Recycling Improvements  
Pay Request No. 1, Final  
(CBBEL Project No. 060015.00035)

Dear Town Council Members:

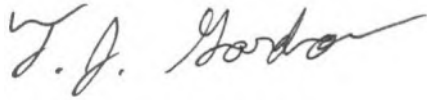
Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Pay Request #1 in the amount of \$1,248,876.51 submitted by Walsh and Kelly, Inc. dated November 12, 2020 and revised on December 4, 2020. This will be the only and final pay application for this project. Based on the completed and observed work to date, CBBEL recommends payment in the following amount:

<b>Total Improvements:</b>	<b>This Estimate</b>	<b>To Date</b>
Value of Work Completed:	\$ 1,248,876.51	\$ 1,248,876.51
Less Retainage:	\$ (0.00)	\$ (0.00)
Balance:	\$ 1,248,876.51	\$ 1,248,876.51
Less Previous Payments:	n/a	n/a
Amount Due This Payment:	<b>\$ 1,248,876.51</b>	\$ 1,248,876.51

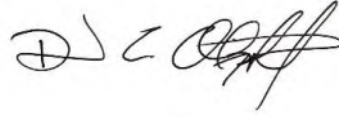
Please find attached copies of Invoice #1 from Walsh and Kelly, Inc. and the Pay Estimate Report from CBBEL. The final waiver of lien for Walsh and Kelly, Inc. is attached and includes ALL subcontractor work. Retainage is being released with the understanding that Walsh and Kelly, Inc. will complete any outstanding punch list items prior to May 1, 2021. Please see the attached letter from Walsh and Kelly, Inc. guaranteeing this work will be completed (as required). The punch list is also attached to this letter.

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

Sincerely,



Thomas J. Gordon  
Construction Engineer



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

Encl.: As noted.

cc: Rick Eberly – Town Manager  
Jill Murr – Planning Director  
Keith Gardina – Walsh & Kelly

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#1\_120820.docx

**Section 1: Morse Street from W 149th Avenue to W 132nd Place**

Item No.	Description	Contract Quantity	Unit	Unit Cost	Quantity This Invoice	Amount This Invoice	Quantity To Date	Percent Complete	Contract Amount to Date
1	MOBILIZATION/DEMobilIZATION/MAINTENANCE OF TRAFFIC	1	LS	\$25,000.00	1.00	\$25,000.00	1.00	100%	\$25,000.00
2	SHOULDER CLEARING AND GRADING	2.6	ACRE	\$5,000.00	2.60	\$13,000.00	2.60	100%	\$13,000.00
3	MILLING ASPHALT, 2-INCH	0	SYS	\$2.20	534.00	\$1,174.80	534.00	N/A	\$1,174.80
4	HMA, PATCHING, TYPE B	550	TON	\$60.00	329.86	\$19,791.60	329.86	60%	\$19,791.60
5	HOT IN-PLACE (HIP) ASPHALT RECYCLING	33100	SYS	\$5.10	28,055.00	\$143,080.50	28,055.00	85%	\$143,080.50
6	HMA SURFACE, TYPE B	1850	TON	\$60.00	2,627.12	\$157,627.20	2,627.12	142%	\$157,627.20
7	ASPHALT FOR TACK COAT	33100	SYS	\$0.35	33,100.00	\$11,585.00	33,100.00	100%	\$11,585.00
8	CASTING, ADJUST TO GRADE	13	EA	\$175.00	13.00	\$2,275.00	13.00	100%	\$2,275.00
9	TRANSVERSE MARKING, THERMOPLASTIC, STOP BAR, WHITE, 24 IN.	104	LFT	\$4.75	104.00	\$494.00	104.00	100%	\$494.00
10	TRANSVERSE MARKING, THERMOPLASTIC, BUZZ STRIP, WHITE, 8 IN.	0	LFT	\$2.50	0.00	\$0.00	0.00	0%	\$0.00
11	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	0	LFT	\$6.50	0.00	\$0.00	0.00	0%	\$0.00
12	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 6 IN.	0	LFT	\$0.90	0.00	\$0.00	0.00	0%	\$0.00
13	TRANSVERSE MARKING, THERMOPLASTIC, MESSAGE	3	EA	\$110.00	3.00	\$330.00	3.00	100%	\$330.00
14	PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARROW	10	EA	\$100.00	13.00	\$1,300.00	13.00	130%	\$1,300.00
15	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	21400	LFT	\$0.58	19,688.00	\$11,419.04	19,688.00	92%	\$11,419.04
16	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	21400	LFT	\$0.58	20,104.00	\$11,660.32	20,104.00	94%	\$11,660.32

SUBTOTAL \$ 398,737.46 SUBTOTAL \$ 398,737.46

ORIGINAL CONTRACT \$ 1,198,600.45

TOTAL CHANGE ORDERS --

REVISED CONTRACT \$ 1,198,600.45

COMPLETED TO DATE \$ 398,737.46

RETAINAGE 0.00% \$ -

TOTAL EARNED LESS RETAINAGE \$ 398,737.46

LESS PREVIOUS REQUESTS \$ -

\*FINAL CURRENT AMOUNT DUE \$ 398,737.46

**Section 2: Morse Street from W 153rd Avenue to W 149th Avenue**

Item No.	Description	Contract Quantity	Unit	Unit Cost	Quantity This Invoice	Amount This Invoice	Quantity To Date	Percent Complete	Contract Amount to Date
1	MOBILIZATION/DEMOBILIZATION/MAINTENANCE OF TRAFFIC	1	LS	\$10,000.00	1.00	\$10,000.00	1.00	100%	\$10,000.00
2	SHOULDER CLEARING AND GRADING	0.6	ACRE	\$5,000.00	0.60	\$3,000.00	0.60	100%	\$3,000.00
3	MILLING ASPHALT, 2-INCH	0	SYS	\$2.20	0.00	\$0.00	0.00	0%	\$0.00
4	HMA, PATCHING, TYPE B	125	TON	\$60.00	265.16	\$15,909.60	265.16	212%	\$15,909.60
5	HOT IN-PLACE (HIP) ASPHALT RECYCLING	7600	SYS	\$5.10	7,018.00	\$35,791.80	7,018.00	92%	\$35,791.80
6	HMA SURFACE, TYPE B	450	TON	\$60.00	659.78	\$39,586.80	659.78	147%	\$39,586.80
7	ASPHALT FOR TACK COAT	7600	SYS	\$0.35	7,600.00	\$2,660.00	7,600.00	100%	\$2,660.00
8	CASTING, ADJUST TO GRADE	3	EA	\$175.00	3.00	\$525.00	3.00	100%	\$525.00
9	TRANSVERSE MARKING, THERMOPLASTIC, STOP BAR, WHITE, 24 IN.	0	LFT	\$4.75	0.00	\$0.00	0.00	0%	\$0.00
10	TRANSVERSE MARKING, THERMOPLASTIC, BUZZ STRIP, WHITE, 8 IN.	0	LFT	\$2.50	0.00	\$0.00	0.00	0%	\$0.00
11	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	0	LFT	\$6.50	0.00	\$0.00	0.00	0%	\$0.00
12	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 6 IN.	0	LFT	\$0.90	0.00	\$0.00	0.00	0%	\$0.00
13	TRANSVERSE MARKING, THERMOPLASTIC, MESSAGE	0	EA	\$110.00	0.00	\$0.00	0.00	0%	\$0.00
14	PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARROW	0	EA	\$100.00	0.00	\$0.00	0.00	0%	\$0.00
15	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	4900	LFT	\$0.58	4,508.00	\$2,614.64	4,508.00	92%	\$2,614.64
16	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	4900	LFT	\$0.58	4,635.00	\$2,688.30	4,635.00	95%	\$2,688.30

SUBTOTAL \$ 112,776.14 SUBTOTAL \$ 112,776.14

ORIGINAL CONTRACT \$ 1,198,600.45

TOTAL CHANGE ORDERS --

REVISED CONTRACT \$ 1,198,600.45

COMPLETED TO DATE \$ 112,776.14

RETAINAGE 0.00% \$ -

TOTAL EARNED LESS RETAINAGE \$ 112,776.14

LESS PREVIOUS REQUESTS \$ -

\*FINAL CURRENT AMOUNT DUE \$ 112,776.14

**Section 3: W 145th Avenue from 220 feet east of Blaine Street to Morse Street**

Item No.	Description	Contract Quantity	Unit	Unit Cost	Quantity This Invoice	Amount This Invoice	Quantity To Date	Percent Complete	Contract Amount to Date
1	MOBILIZATION/DEMOBILIZATION/MAINTENANCE OF TRAFFIC	1	LS	\$10,000.00	1.00	\$10,000.00	1.00	100%	\$10,000.00
2	SHOULDER CLEARING AND GRADING	0.4	ACRE	\$5,000.00	0.40	\$2,000.00	0.40	100%	\$2,000.00
3	MILLING ASPHALT, 2-INCH	3600	SYS	\$2.20	3,600.00	\$7,920.00	3,600.00	100%	\$7,920.00
4	HMA, PATCHING, TYPE B	75	TON	\$60.00	0.00	\$0.00	0.00	0%	\$0.00
5	HOT IN-PLACE (HIP) ASPHALT RECYCLING	0	SYS	\$5.10	0.00	\$0.00	0.00	0%	\$0.00
6	HMA SURFACE, TYPE B	400	TON	\$60.00	443.86	\$26,631.60	443.86	111%	\$26,631.60
7	ASPHALT FOR TACK COAT	3600	SYS	\$0.35	3,600.00	\$1,260.00	3,600.00	100%	\$1,260.00
8	CASTING, ADJUST TO GRADE	3	EA	\$175.00	3.00	\$525.00	3.00	100%	\$525.00
9	TRANSVERSE MARKING, THERMOPLASTIC, STOP BAR, WHITE, 24 IN.	0	LFT	\$4.75	0.00	\$0.00	0.00	0%	\$0.00
10	TRANSVERSE MARKING, THERMOPLASTIC, BUZZ STRIP, WHITE, 8 IN.	314	LFT	\$2.50	256.00	\$640.00	256.00	82%	\$640.00
11	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	180	LFT	\$6.50	125.00	\$812.50	125.00	69%	\$812.50
12	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 6 IN.	144	LFT	\$0.90	144.00	\$129.60	144.00	100%	\$129.60
13	TRANSVERSE MARKING, THERMOPLASTIC, MESSAGE	2	EA	\$110.00	2.00	\$220.00	2.00	100%	\$220.00
14	PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARROW	0	EA	\$100.00	0.00	\$0.00	0.00	0%	\$0.00
15	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	2500	LFT	\$0.58	2,303.00	\$1,335.74	2,303.00	92%	\$1,335.74
16	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	2500	LFT	\$0.58	2,356.00	\$1,366.48	2,356.00	94%	\$1,366.48

SUBTOTAL \$ 52,840.92 SUBTOTAL \$ 52,840.92

ORIGINAL CONTRACT \$ 1,198,600.45

TOTAL CHANGE ORDERS --

REVISED CONTRACT \$ 1,198,600.45

COMPLETED TO DATE \$ 52,840.92

RETAINAGE 0.00% \$ -

TOTAL EARNED LESS RETAINAGE \$ 52,840.92

LESS PREVIOUS REQUESTS \$ -

\*FINAL CURRENT AMOUNT DUE \$ 52,840.92

**Section 4: W Lake Shore Drive from W 133rd Avenue to W 132nd Place**

Item No.	Description	Contract Quantity	Unit	Unit Cost	Quantity This Invoice	Amount This Invoice	Quantity To Date	Percent Complete	Contract Amount to Date
1	MOBILIZATION/DEMobilIZATION/MAINTENANCE OF TRAFFIC	1	LS	\$25,000.00	1.00	\$25,000.00	1.00	100%	\$25,000.00
2	SHOULDER CLEARING AND GRADING	2	ACRE	\$5,000.00	2.00	\$10,000.00	2.00	100%	\$10,000.00
3	MILLING ASPHALT, 2-INCH	0	SYS	\$2.20	5,050.00	\$11,110.00	5,050.00	N/A	\$11,110.00
4	HMA, PATCHING, TYPE B	425	TON	\$60.00	0.00	\$0.00	0.00	0%	\$0.00
5	HOT IN-PLACE (HIP) ASPHALT RECYCLING	24800	SYS	\$5.10	18,933.00	\$96,558.30	18,933.00	76%	\$96,558.30
6	HMA SURFACE, TYPE B	1400	TON	\$60.00	2,159.21	\$129,552.60	2,159.21	154%	\$129,552.60
7	ASPHALT FOR TACK COAT	24800	SYS	\$0.35	24,800.00	\$8,680.00	24,800.00	100%	\$8,680.00
8	CASTING, ADJUST TO GRADE	27	EA	\$175.00	27.00	\$4,725.00	27.00	100%	\$4,725.00
9	TRANSVERSE MARKING, THERMOPLASTIC, STOP BAR, WHITE, 24 IN.	39	LFT	\$4.75	39.00	\$185.25	39.00	100%	\$185.25
10	TRANSVERSE MARKING, THERMOPLASTIC, BUZZ STRIP, WHITE, 8 IN.	628	LFT	\$2.50	512.00	\$1,280.00	512.00	82%	\$1,280.00
11	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	120	LFT	\$6.50	80.00	\$520.00	80.00	67%	\$520.00
12	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 6 IN.	96	LFT	\$0.90	96.00	\$86.40	96.00	100%	\$86.40
13	TRANSVERSE MARKING, THERMOPLASTIC, MESSAGE	4	EA	\$110.00	4.00	\$440.00	4.00	100%	\$440.00
14	PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARROW	0	EA	\$100.00	0.00	\$0.00	0.00	0%	\$0.00
15	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	16300	LFT	\$0.58	15,084.00	\$8,748.72	15,084.00	93%	\$8,748.72
16	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	16300	LFT	\$0.58	15,485.00	\$8,981.30	15,485.00	95%	\$8,981.30

SUBTOTAL \$ 305,867.57 SUBTOTAL \$ 305,867.57

ORIGINAL CONTRACT	\$	1,198,600.45
TOTAL CHANGE ORDERS	--	
REVISED CONTRACT	\$	1,198,600.45
COMPLETED TO DATE	\$	305,867.57
RETAINAGE	0.00% \$	-
TOTAL EARNED LESS RETAINAGE	\$	305,867.57
LESS PREVIOUS REQUESTS	\$	-
*FINAL CURRENT AMOUNT DUE	\$	305,867.57

**Section 5: W 133rd Avenue from 320 feet east of Parrish Avenue to W Lake Shore Drive**

Item No.	Description	Contract Quantity	Unit	Unit Cost	Quantity This Invoice	Amount This Invoice	Quantity To Date	Percent Complete	Contract Amount to Date
1	MOBILIZATION/DEMOBILIZATION/MAINTENANCE OF TRAFFIC	1	LS	\$10,000.00	1.00	\$10,000.00	1.00	100%	\$10,000.00
2	SHOULDER CLEARING AND GRADING	0.4	ACRE	\$5,000.00	0.40	\$2,000.00	0.40	100%	\$2,000.00
3	MILLING ASPHALT, 2-INCH	0	SYS	\$2.20	5,925.00	\$13,035.00	5,925.00	N/A	\$13,035.00
4	HMA, PATCHING, TYPE B	75	TON	\$60.00	0.00	\$0.00	0.00	0%	\$0.00
5	HOT IN-PLACE (HIP) ASPHALT RECYCLING	3900	SYS	\$5.10	0.00	\$0.00	0.00	0%	\$0.00
6	HMA SURFACE, TYPE B	250	TON	\$60.00	339.63	\$20,377.80	339.63	136%	\$20,377.80
7	ASPHALT FOR TACK COAT	3900	SYS	\$0.35	3,900.00	\$1,365.00	3,900.00	100%	\$1,365.00
8	CASTING, ADJUST TO GRADE	5	EA	\$175.00	5.00	\$875.00	5.00	100%	\$875.00
9	TRANSVERSE MARKING, THERMOPLASTIC, STOP BAR, WHITE, 24 IN.	0	LFT	\$4.75	0.00	\$0.00	0.00	0%	\$0.00
10	TRANSVERSE MARKING, THERMOPLASTIC, BUZZ STRIP, WHITE, 8 IN.	0	LFT	\$2.50	0.00	\$0.00	0.00	0%	\$0.00
11	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	0	LFT	\$6.50	0.00	\$0.00	0.00	0%	\$0.00
12	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 6 IN.	0	LFT	\$0.90	0.00	\$0.00	0.00	0%	\$0.00
13	TRANSVERSE MARKING, THERMOPLASTIC, MESSAGE	0	EA	\$110.00	0.00	\$0.00	0.00	0%	\$0.00
14	PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARROW	0	EA	\$100.00	0.00	\$0.00	0.00	0%	\$0.00
15	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	2600	LFT	\$0.58	2,398.00	\$1,390.84	2,398.00	92%	\$1,390.84
16	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	2600	LFT	\$0.58	2,464.00	\$1,429.12	2,464.00	95%	\$1,429.12

SUBTOTAL \$ 50,472.76 SUBTOTAL \$ 50,472.76

ORIGINAL CONTRACT	\$ 1,198,600.45
TOTAL CHANGE ORDERS	--
REVISED CONTRACT	\$ 1,198,600.45
COMPLETED TO DATE	\$ 50,472.76
RETAINAGE 0.00%	\$ -
TOTAL EARNED LESS RETAINAGE	\$ 50,472.76
LESS PREVIOUS REQUESTS	\$ -
<b>*FINAL CURRENT AMOUNT DUE</b>	<b>\$ 50,472.76</b>



**Section 6: W 147th Avenue from Lauerman Street to Cline Avenue**

Item No.	Description	Contract Quantity	Unit	Unit Cost	Quantity This Invoice	Amount This Invoice	Quantity To Date	Percent Complete	Contract Amount to Date
1	MOBILIZATION/DEMOBILIZATION/MAINTENANCE OF TRAFFIC	1	LS	\$10,000.00	1.00	\$10,000.00	1.00	100%	\$10,000.00
2	SHOULDER CLEARING AND GRADING	0.5	ACRE	\$5,000.00	0.50	\$2,500.00	0.50	100%	\$2,500.00
3	MILLING ASPHALT, 2-INCH	0	SYS	\$2.20	0.00	\$0.00	0.00	0%	\$0.00
4	HMA, PATCHING, TYPE B	100	TON	\$60.00	0.00	\$0.00	0.00	0%	\$0.00
5	HOT IN-PLACE (HIP) ASPHALT RECYCLING	5300	SYS	\$5.10	4,832.00	\$24,643.20	4,832.00	91%	\$24,643.20
6	HMA SURFACE, TYPE B	300	TON	\$60.00	461.74	\$27,704.40	461.74	154%	\$27,704.40
7	ASPHALT FOR TACK COAT	5300	SYS	\$0.35	5,300.00	\$1,855.00	5,300.00	100%	\$1,855.00
8	CASTING, ADJUST TO GRADE	6	EA	\$175.00	6.00	\$1,050.00	6.00	100%	\$1,050.00
9	TRANSVERSE MARKING, THERMOPLASTIC, STOP BAR, WHITE, 24 IN.	13	LFT	\$4.75	13.00	\$61.75	13.00	100%	\$61.75
10	TRANSVERSE MARKING, THERMOPLASTIC, BUZZ STRIP, WHITE, 8 IN.	0	LFT	\$2.50	0.00	\$0.00	0.00	0%	\$0.00
11	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	0	LFT	\$6.50	0.00	\$0.00	0.00	0%	\$0.00
12	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 6 IN.	0	LFT	\$0.90	0.00	\$0.00	0.00	0%	\$0.00
13	TRANSVERSE MARKING, THERMOPLASTIC, MESSAGE	0	EA	\$110.00	0.00	\$0.00	0.00	0%	\$0.00
14	PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARROW	0	EA	\$100.00	0.00	\$0.00	0.00	0%	\$0.00
15	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	3800	LFT	\$0.58	3,516.00	\$2,039.28	3,516.00	93%	\$2,039.28
16	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	3800	LFT	\$0.58	3,592.00	\$2,083.36	3,592.00	95%	\$2,083.36

SUBTOTAL \$ 71,936.99

SUBTOTAL \$ 71,936.99

ORIGINAL CONTRACT \$ 1,198,600.45

TOTAL CHANGE ORDERS --

REVISED CONTRACT \$ 1,198,600.45

COMPLETED TO DATE \$ 71,936.99

RETAINAGE 0.00% \$ -

TOTAL EARNED LESS RETAINAGE \$ 71,936.99

LESS PREVIOUS REQUESTS \$ -

\*FINAL CURRENT AMOUNT DUE \$ 71,936.99

**Section 7: Lauerman Street from W 147th Avenue to W 137th Avenue**

Item No.	Description	Contract Quantity	Unit	Unit Cost	Quantity This Invoice	Amount This Invoice	Quantity To Date	Percent Complete	Contract Amount to Date
1	MOBILIZATION/DEMOBILIZATION/MAINTENANCE OF TRAFFIC	1	LS	\$25,000.00	1.00	\$25,000.00	1.00	100%	\$25,000.00
2	SHOULDER CLEARING AND GRADING	1.5	ACRE	\$5,000.00	1.50	\$7,500.00	1.50	100%	\$7,500.00
3	MILLING ASPHALT, 2-INCH	7200	SYS	\$2.20	7,200.00	\$15,840.00	7,200.00	100%	\$15,840.00
4	HMA, PATCHING, TYPE B	300	TON	\$60.00	0.00	\$0.00	0.00	0%	\$0.00
5	HOT IN-PLACE (HIP) ASPHALT RECYCLING	10100	SYS	\$5.10	9,100.00	\$46,410.00	9,100.00	90%	\$46,410.00
6	HMA SURFACE, TYPE B	1350	TON	\$60.00	2,311.98	\$138,718.80	2,311.98	171%	\$138,718.80
7	ASPHALT FOR TACK COAT	17300	SYS	\$0.35	17,300.00	\$6,055.00	17,300.00	100%	\$6,055.00
8	CASTING, ADJUST TO GRADE	16	EA	\$175.00	16.00	\$2,800.00	16.00	100%	\$2,800.00
9	TRANSVERSE MARKING, THERMOPLASTIC, STOP BAR, WHITE, 24 IN.	91	LFT	\$4.75	69.00	\$327.75	69.00	76%	\$327.75
10	TRANSVERSE MARKING, THERMOPLASTIC, BUZZ STRIP, WHITE, 8 IN.	0	LFT	\$2.50	0.00	\$0.00	0.00	0%	\$0.00
11	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	60	LFT	\$6.50	48.00	\$312.00	48.00	80%	\$312.00
12	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 6 IN.	48	LFT	\$0.90	48.00	\$43.20	48.00	100%	\$43.20
13	TRANSVERSE MARKING, THERMOPLASTIC, MESSAGE	0	EA	\$110.00	0.00	\$0.00	0.00	0%	\$0.00
14	PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARROW	0	EA	\$100.00	0.00	\$0.00	0.00	0%	\$0.00
15	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	12300	LFT	\$0.58	11,367.00	\$6,592.86	11,367.00	92%	\$6,592.86
16	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	12300	LFT	\$0.58	11,457.00	\$6,645.06	11,457.00	93%	\$6,645.06

SUBTOTAL \$ 256,244.67 SUBTOTAL \$ 256,244.67

ORIGINAL CONTRACT \$ 1,198,600.45

TOTAL CHANGE ORDERS --

REVISED CONTRACT \$ 1,198,600.45

COMPLETED TO DATE \$ 256,244.67

RETAINAGE 0.00% \$ -

TOTAL EARNED LESS RETAINAGE \$ 256,244.67

LESS PREVIOUS REQUESTS \$ -

\*FINAL CURRENT AMOUNT DUE \$ 256,244.67

**Sections 1-7 Totals**

Item No.	Description	Original Contract Quantity	Revised Contract Quantity per CO1	Unit	Unit Cost	Quantity This Invoice	Amount This Invoice	Quantity To Date	Percent Complete	Percent Complete per CO1	Contract Amount to Date
1	MOBILIZATION/DEMOBILIZATION/MAIN TENANCE OF TRAFFIC	1	1	LS	\$115,000.00	1.00	\$115,000.00	1.00	100.00%	100.00%	\$115,000.00
2	SHOULDER CLEARING AND GRADING	8	8	ACRE	\$5,000.00	8.00	\$40,000.00	8.00	100.00%	100.00%	\$40,000.00
3	MILLING ASPHALT, 2-INCH	10800	22309	SYS	\$2.20	22,309.00	\$49,079.80	22,309.00	206.56%	100.00%	\$49,079.80
4	HMA, PATCHING, TYPE B	1650	595.02	TON	\$60.00	595.02	\$35,701.20	595.02	36.06%	100.00%	\$35,701.20
5	HOT IN-PLACE (HIP) ASPHALT RECYCLING	84800	67938	SYS	\$5.10	67,938.00	\$346,483.80	67,938.00	80.12%	100.00%	\$346,483.80
6	HMA SURFACE, TYPE B	6000	9003.2	TON	\$60.00	9,003.32	\$540,199.20	9,003.32	150.06%	100.00%	\$540,199.20
7	ASPHALT FOR TACK COAT	95600	95600	SYS	\$0.35	95,600.00	\$33,460.00	95,600.00	100.00%	100.00%	\$33,460.00
8	CASTING, ADJUST TO GRADE	73	73	EA	\$175.00	73.00	\$12,775.00	73.00	100.00%	100.00%	\$12,775.00
9	TRANSVERSE MARKING, THERMOPLASTIC, STOP BAR, WHITE, 24 IN.	247	225	LFT	\$4.75	225.00	\$1,068.75	225.00	91.09%	100.00%	\$1,068.75
10	TRANSVERSE MARKING, THERMOPLASTIC, BUZZ STRIP, WHITE, 8 IN.	942	768	LFT	\$2.50	768.00	\$1,920.00	768.00	81.53%	100.00%	\$1,920.00
11	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	360	253	LFT	\$6.50	253.00	\$1,644.50	253.00	70.28%	100.00%	\$1,644.50
12	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 6 IN.	288	288	LFT	\$0.90	288.00	\$259.20	288.00	100.00%	100.00%	\$259.20
13	TRANSVERSE MARKING, THERMOPLASTIC, MESSAGE	9	9	EA	\$110.00	9.00	\$990.00	9.00	100.00%	100.00%	\$990.00
14	PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARROW	10	13	EA	\$100.00	13.00	\$1,300.00	13.00	130.00%	100.00%	\$1,300.00
15	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	63800	58864	LFT	\$0.58	58,864.00	\$34,141.12	58,864.00	92.26%	100.00%	\$34,141.12
16	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	63800	60093	LFT	\$0.58	60,093.00	\$34,853.94	60,093.00	94.19%	100.00%	\$34,853.94

TOTAL \$1,248,876.51

TOTAL \$1,248,876.51

Awarded Contract Value: \$ 1,198,600.45  
Current Contract Value: \$ 1,248,876.51  
  
Percent Complete (Awarded): 104.19%  
Percent Complete (Current): 100.00%

ORIGINAL CONTRACT	\$	1,198,600.45
TOTAL CHANGE ORDERS	\$	50,276.06
REVISED CONTRACT	\$	1,248,876.51
COMPLETED TO DATE	\$	1,248,876.51
RETAINAGE	0.00% \$	-
TOTAL EARNED LESS RETAINAGE	\$	1,248,876.51
LESS PREVIOUS REQUESTS	\$	-
CURRENT AMOUNT DUE	\$	1,248,876.51

\*FINAL

\$ 1,248,876.51

# Invoice



**Walsh &  
Kelly**  
Paving Contractors

1700 E. Main Street  
Griffith, IN 46319  
(219) 924-5900

**Sold To:** Town of Cedar Lake  
**Address:** P.O. Box 707  
7408 Constitution Ave  
Cedar Lake, IN 46303

**Date:** November 12, 2020  
**Invoice#** 20-0824

**Terms:** Net 15

**Purchase Order#**

---

Job # 201782

## Cedar Lake CCMG HIP Projects

Work Completed per Attached \$ 1,248,876.51

**TOTAL AMOUNT DUE THIS INVOICE** **\$ 1,248,876.51**

Terms of payment are Net 15 days from the date of invoice. A service charge of 1 ½% per month (18% per annum) will be charged to all delinquent accounts.

# Invoice

## Progress Billing Invoice

**From: WALSH & KELLY, INC.**  
**1700 E. MAIN STREET**  
**GRIFFITH, IN 46319**

**Invoice #: 20-0824**

**Date: 11/16/20**

**Application #: 1**

**To: TOWN OF CEDAR LAKE**  
**P.O. BOX 707**  
**7408 CONSTITUTION AVE.**  
**CEDAR LAKE, IN 46303**

**Invoice Due Date: 12/01/20**

**Payment Terms: NET 15 DAYS**

**Contract: 201782- Cedar Lake HIP-CCMG**

Cont Item	Description	Contract Amount	Contract Quantity	Quantity This Perio	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date	% Comp
1	Mobe & MOT	115,000.00	0.00	0.00	0.00	LS	0.00000	115,000.00	115,000.00	100.00%
2	Shoulder Clearing and Grading	40,000.00	8.00	8.00	8.00	ACR	5,000.00000	40,000.00	40,000.00	100.00%
3	Milling Asphalt 2"	49,079.80	22,309.00	22,309.00	22,309.00	SY	2.20000	49,079.80	49,079.80	100.00%
4	HMA Patching	35,701.20	595.02	595.02	595.02	TON	60.00000	35,701.20	35,701.20	100.00%
5	Hot In place asphalt recycling	348,483.80	67,938.00	67,938.00	67,938.00	SY	5.10000	348,483.80	348,483.80	100.00%
6	HMA Surface	540,199.20	9,003.32	9,003.32	9,003.32	TON	60.00000	540,199.20	540,199.20	100.00%
7	Tack	33,480.00	95,600.00	95,600.00	95,600.00	SY	0.35000	33,480.00	33,480.00	100.00%
8	Casting Adjust	12,775.00	73.00	73.00	73.00	EA	175.00000	12,775.00	12,775.00	100.00%
9	Thermo Stop Bar 24"	1,068.75	225.00	225.00	225.00	LF	4.75000	1,068.75	1,068.75	100.00%
10	Thermo Buzzz Strip White 8"	1,920.00	768.00	768.00	768.00	LF	2.50000	1,920.00	1,920.00	100.00%
11	Thermo Crosswalk White 24"	1,844.50	253.00	253.00	253.00	LF	6.50000	1,844.50	1,844.50	100.00%
12	Thermo Crosswalk White 6"	259.20	288.00	288.00	288.00	LF	0.90000	259.20	259.20	100.00%
13	Thermo Messarg Marking	990.00	9.00	9.00	9.00	EA	110.00000	990.00	990.00	100.00%
14	Thermo Lane Arrow	1,300.00	13.00	13.00	13.00	EA	100.00000	1,300.00	1,300.00	100.00%
15	Thermo Line Solid White 4"	34,141.12	58,864.00	58,864.00	58,864.00	LF	0.58000	34,141.12	34,141.12	100.00%
16	Thermo Line Solid Yellow 4"	34,853.94	60,093.00	60,093.00	60,093.00	LF	0.58000	34,853.94	34,853.94	100.00%
820		0.00	0.00	0.00	0.00	LS	0.00000	0.00	0.00	0.00%

<b>Total Billed To Date:</b>	<b>1,248,876.51</b>
<b>Less Retainage:</b>	<b>0.00</b>
<b>Less Previous Applications:</b>	<b>0.00</b>
<b>Total Due This Invoice:</b>	<b>1,248,876.51</b>

**UNCONDITIONAL FINAL WAIVER OF LIEN**

STATE OF Indiana  
COUNTY OF Lake

Date: 12/4/2020

TO WHOM IT MAY CONCERN: PLEASE SIGN, NOTARIZE, AND RETURN

WHEREAS the undersigned, furnishing and participating in the construction, improving or repairing the premises known as HIP Scarification Asphalt Recycling Project ("the Property") which is owned by Town of Cedar Lake, IN has been employed by Town of Cedar Lake, IN.

THE undersigned, for valuable consideration received to full satisfaction of the undersigned, and the sum of \$1,248,876.51 receipt of which is hereby acknowledged, do(es) hereby waive, release and quit-claim in favor of the aforesaid owner of said Property and each and every person, firm or corporation encumbering said Property by mortgage or otherwise, all right(s) that I, we, or any of us, may now have, or may hereafter have, to perfect or attempt to perfect, a lien on the aforesaid land and improvements, by virtue of the laws made and provided in the State of Indiana, or any amendments thereto for any labor, services, materials, fixtures, apparatus, or machinery furnished to date by the undersigned for the above-described premises. No assignment of any claim for payment for improvements made on said Property has been made, nor will any assignment be made in the future to perfect a lien in the Property. I, we or any of us, also represent and warrant that or we have the right to execute this Waiver.

The undersigned does hereby warrant that, to date, all laborers employed by the undersigned for the improvement of the Property have been fully paid and that no laborer has any claim, demand, or lien against the Property.

No chattel mortgage, security agreement, conditional bill of sale or retention of title agreement has been given or executed by the undersigned for or in connection with improvements and repairs or for any material, appliances, machinery, fixtures, furnishings, subcontracts or labor for improving or repairing the Property.

Any and all signature hereto are for services rendered or to be rendered, subcontracts furnished or to be furnished, material furnished or to be furnished, and repairs furnished or to be furnished. All work was self-performed, all labor has been paid in full, all material taken from fully paid Walsh & Kelly stock and delivered to job in company trucks, and all equipment is company-owned.

Executed this 4th day of December 2020.

Walsh & Kelly, Inc.  
CONTRACTOR

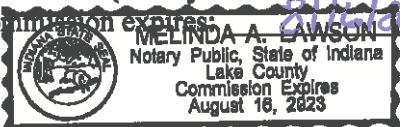
By: Jamie A. James

Agent and/or Officer

Trade: \_\_\_\_\_



SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE, at 1700 East Main Street, Griffith, state of Indiana, this 4th day of December 2020.

Melinda A. Lawson  
(Notary Public)  
My Commission expires: 8/16/2023  


# PUNCH LIST

DATE: December 8, 2020

TO: Keith Gardina – Walsh & Kelly, Inc.  
Jeff Briggs – Walsh & Kelly, Inc.

FROM: T.J. Gordon, Don Oliphant, PE – CBBEL

CC: Rick Eberly – Town Manager  
Jill Murr – Planning Director  
Tim Kubiak – Director of Operations

SUBJECT: Punch List – HIP Scarification Asphalt Recycling Improvements Project

A final inspection of this project was completed by CBBEL and Town staff for purposes of compiling a punch list. The following outstanding items are noted below for correction and/or completion and shall be completed in a timely manner (weather depending) prior to May 1, 2021. CBBEL shall be notified prior to any work completed on these items.

- Uncover, adjust, and repave surface asphalt around the sanitary manhole that was paved over at Lauerman Street & W. 142<sup>nd</sup> Avenue. This is currently marked in the field with green paint.
- Address irregular asphalt cracking and make repairs at the northeast corner of Lauerman Street & W. 141<sup>st</sup> Avenue.
- Address thermoplastic pavement marking issues and make repairs on Lauerman Street between W. 144<sup>th</sup> Avenue & W. 137<sup>th</sup> Avenue.
- Re-seed all areas along the project limits that were completed as part of Pay Item #2 that have not reached 70% vegetation coverage for the next two growing seasons per the Contract.

P:\Cedar Lake\060015 Town Engineer\00035 HIP Community Crossing\Punch List\HIP Punch List.doc



**CHRISTOPHER B. BURKE** ENGINEERING, LTD.

One Professional Center, Suite 314 Crown Point, Indiana 46307 Tel (219) 663-3410 Fax (219) 663-3450



**Christopher B. Burke Engineering, LLC**  
2100 North Main Street, Suite 314  
Crown Point, IN 46307  
Donald Oliphant  
Phone: 847-971-1845  
e-mail: [doliphalnt@cbbel.com](mailto:doliphalnt@cbbel.com)

**December 4, 2020**

**Re: Cedar Lake HIP Improvements Project**  
Warranty work for Thermo and Seeding

Dear Don:

This letter is in regards to warranty work on the above referenced project. Walsh & Kelly, Inc. is in full understanding of areas that will need re-seeded in the spring. We are also aware of thermoplastic repairs on Lauerman Street that will need corrected by our subcontractor TCS.

Walsh & Kelly, Inc. hereby warrants and guarantees the work mentioned above to be repaired in the spring of 2021.

Please feel free to contact me with any questions. Cell 219-746-4356

Thank you,

**WALSH & KELLY, INC.**

A handwritten signature in black ink, appearing to read "Keith A. Gardina", is written over the company name.

Keith A Gardina /KAG





December 8, 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 Hall Parking Lot Improvements  
Pay Request No. 1, Final  
(CBBEL Project No. 060015)

Dear Town Council Members:

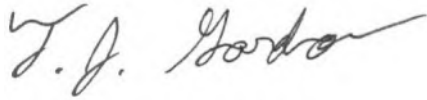
Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Pay Request #1 in the amount of \$88,415.78 submitted by Walsh and Kelly, Inc. dated November 10, 2020 and revised on December 4, 2020. This will be the final pay application for this project. Based on the completed and observed work to date, CBBEL recommends payment in the following amount:

<b>Total Improvements:</b>	<b>This Estimate</b>	<b>To Date</b>
Value of Work Completed:	\$ 88,415.78	\$ 88,415.78
Less Retainage:	\$ (0.00)	\$ (0.00)
Balance:	\$ 88,415.78	\$ 88,415.78
Less Previous Payments:	n/a	n/a
Amount Due This Payment:	<b>\$ 88,415.78</b>	\$ 88,415.78

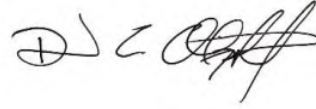
Please find attached copies of the final Invoice #1 from Walsh and Kelly, Inc. and the Pay Estimate Report from CBBEL. The final waiver of lien from Walsh and Kelly, Inc. includes ALL subcontractor work and is included with this letter. All punch list items have been completed justifying release of all retainage for this project.

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

Sincerely,



Thomas J. Gordon  
Construction Engineer



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

Encl.: As noted.

cc: Rick Eberly – Town Manager  
Jill Murr – Planning Director  
Keith Gardina – Walsh & Kelly

P:\Cedar Lake\060015 Town Engineer\00005 Town-General\Town Hall Parking Lot\Pay Apps\120820 Submission\Town Hall  
Parking Lot Request #1 CBBEL Review Letter - 120820.docx

TOWN OF CEDAR LAKE, IN  
TOWN HALL PARKING LOT IMPROVEMENTS

CONTRACTOR: Walsh & Kelly  
DATE: December 2, 2020  
ESTIMATE NO. 1  
PROJECT: Town Hall Lot Improvements  
PROJECT #: 060015

CBBEL 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	Construction Engineering	1	LS	\$ 3,000.00	1.00	\$ 3,000.00	1.00	100.0%	\$ 3,000.00
2	HMA Intermediate	641	TON	\$ 65.00	620.98	\$ 40,363.70	620.98	96.9%	\$ 40,363.70
3	HMA Surface	478	TON	\$ 72.00	537.20	\$ 38,678.40	537.20	112.4%	\$ 38,678.40
4	Tack Coat	5,792	SY	\$ 0.35	5,792.00	\$ 2,027.20	5,792.00	100.0%	\$ 2,027.20
5	Thermo Striping, 4" White Line	2,810	LF	\$ 0.90	2,998.00	\$ 2,698.20	2,998.00	106.7%	\$ 2,698.20
6	Thermo Striping, 4" Blue Line (CO1)	272	LF	\$ 4.24	272.00	\$ 1,153.28	272.00	100.0%	\$ 1,153.28
7	Thermo Striping, Blue Handicap Sym. (CO1)	3	EACH	\$ 165.00	3.00	\$ 495.00	3.00	100.0%	\$ 495.00
					TOTAL	\$ 88,415.78	TOTAL		\$ 88,415.78

Awarded Contract Value: \$ 83,637.20  
Current Contract Value: \$ 88,415.78  
  
Percent Complete (Awarded): 105.71%  
Percent Complete (Current): 100.00%

ORIGINAL CONTRACT	\$ 83,637.20
TOTAL CHANGE ORDERS	\$ 4,778.58
REVISED CONTRACT	\$ 88,415.78
COMPLETED TO DATE	\$ 88,415.78
RETAINAGE	\$ -
TOTAL EARNED LESS RETAINAGE	\$ 88,415.78
LESS PREVIOUS REQUESTS	\$ -
CURRENT AMOUNT DUE	\$ 88,415.78

# Invoice



**Walsh &  
Kelly**  
Paving Contractors

Griffith, IN 46319  
(219) 924-5900

**Sold To:** Town of Cedar Lake  
**Address:** P.O. Box 707  
7408 Constitution Ave  
Cedar Lake, IN 46303

**Date:** November 10, 2020  
**Invoice#** 20-0809

**Terms:** Net 15

**Purchase Order#**

---

Job # 201793

## Town Hall Improvements

Work Completed per Attached \$ 88,415.78

**TOTAL AMOUNT DUE THIS INVOICE** **\$ 88,415.78**

Terms of payment are Net 15 days from the date of invoice. A service charge of 1 ½% per month (18% per annum) will be charged to all delinquent accounts.

# Invoice

## Progress Billing Invoice

**From: WALSH & KELLY, INC.**  
**1700 E. MAIN STREET**  
**GRIFFITH, IN 46319**

**Invoice #: 20-0809**

**Date: 11/10/20**

**Application #: 1**

**To: TOWN OF CEDAR LAKE**  
**P.O. BOX 707**  
**7408 CONSTITUTION AVE.**  
**CEDAR LAKE, IN 46303**

**Invoice Due Date: 11/25/20**

**Payment Terms: NET 15 DAYS**

**Contract: 201793- Cedar Lake Town Hall Lot**

Cont Item	Description	Contract Amount	Contract Quantity	Quantity This Perio	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date	% Comp
1	Construction Engineering	3,000.00	0.00	0.00	0.00	LS	0.00000	3,000.00	3,000.00	100.00%
2	HMA Intermediate	40,363.70	620.98	620.98	620.98	TON	65.00000	40,363.70	40,363.70	100.00%
3	HMA Surface	38,678.40	537.20	537.20	537.20	TON	72.00000	38,678.40	38,678.40	100.00%
4	Tack	2,027.20	5,792.00	5,792.00	5,792.00	SY	0.35000	2,027.20	2,027.20	100.00%
5	Thermo Striping 4" Yellow	2,698.20	2,998.00	2,998.00	2,998.00	LF	0.90000	2,698.20	2,698.20	100.00%
6	Item 6	1,153.28	272.00	272.00	272.00	LF	4.24000	1,153.28	1,153.28	100.00%
7	Item 7	495.00	3.00	3.00	3.00	EA	165.00000	495.00	495.00	100.00%

<b>Total Billed To Date:</b>	<b>88,415.78</b>
<b>Less Retainage:</b>	<b>0.00</b>
<b>Less Previous Applications:</b>	<b>0.00</b>
<b>Total Due This Invoice:</b>	<b>88,415.78</b>

**UNCONDITIONAL FINAL WAIVER OF LIENS**

STATE OF Indiana  
COUNTY OF Lake

Date: 12/4/2020

TO WHOM IT MAY CONCERN:                      PLEASE SIGN, NOTARIZE, AND RETURN

WHEREAS the undersigned, furnishing and participating in the construction, improving or repairing the premises known as Town Hall Parking Lot Improvements ("the Property") which is owned by Town of Cedar Lake, IN has been employed by Town of Cedar Lake, IN.

THE undersigned, for valuable consideration received to full satisfaction of the undersigned, and the sum of \$88,415.78 receipt of which is hereby acknowledged, do(es) hereby waive, release and quit-claim in favor of the aforesaid owner of said Property and each and every person, firm or corporation encumbering said Property by mortgage or otherwise, all right(s) that I, we, or any of us, may now have, or may hereafter have, to perfect or attempt to perfect, a lien on the aforesaid land and improvements, by virtue of the laws made and provided in the State of Indiana, or any amendments thereto for any labor, services, materials, fixtures, apparatus, or machinery furnished to date by the undersigned for the above-described premises. No assignment of any claim for payment for improvements made on said Property has been made, nor will any assignment be made in the future to perfect a lien in the Property. I, we or any of us, also represent and warrant that or we have the right to execute this Waiver.

The undersigned does hereby warrant that, to date, all laborers employed by the undersigned for the improvement of the Property have been fully paid and that no laborer has any claim, demand, or lien against the Property.

No chattel mortgage, security agreement, conditional bill of sale or retention of title agreement has been given or executed by the undersigned for or in connection with improvements and repairs or for any material, appliances, machinery, fixtures, furnishings, subcontracts or labor for improving or repairing the Property.

Any and all signature hereto are for services rendered or to be rendered, subcontracts furnished or to be furnished, material furnished or to be furnished, and repairs furnished or to be furnished. All work was self-performed, all labor has been paid in full, all material taken from fully paid Walsh & Kelly stock and delivered to job in company trucks, and all equipment is company-owned.

Executed this 4th day of December, 2020.

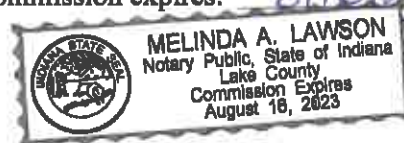
Walsh & Kelly, Inc.  
CONTRACTOR

By: Jamie A. James  
Agent and/or Officer  
Trade: \_\_\_\_\_



SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE, at 1700 East Main Street, Griffith, state of Indiana, this 4th day of December, 2020.

Melinda A. Lawson  
(Notary Public)  
My Commission expires: 8/16/2023





December 8, 2020

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

Attention: Jennifer Sandberg – Clerk-Treasurer

Subject: Fairbanks Street Improvements  
Pay Request No. 1, Final  
(CBBEL Project No. 060015)

Dear Town Council Members:


Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Pay Request #1 in the amount of \$108,469.66 submitted by Walsh and Kelly, Inc. dated November 10, 2020 and revised on December 4, 2020. This will be the final and only pay application for this project. Based on the completed and observed work to date, CBBEL recommends payment in the following amount:

<b>Total Improvements:</b>	<b>This Estimate</b>	<b>To Date</b>
Value of Work Completed:	\$ 108,469.66	\$ 108,469.66
Less Retainage:	\$ (0.00)	\$ (0.00)
Balance:	\$ 108,469.66	\$ 108,469.66
Less Previous Payments:	n/a	n/a
Amount Due This Payment:	<b>\$ 108,469.66</b>	\$ 108,469.66

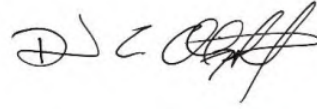
Please find attached copies of the final Invoice #1 from Walsh and Kelly, Inc. and the Pay Estimate Report from CBBEL. The final waiver of lien from Walsh and Kelly, Inc. includes ALL subcontractor work and has been included with this letter. All punch list items have been completed justifying the release of all retainage for this project.

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

Sincerely,



Thomas J. Gordon  
Construction Engineer



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

Encl.: As noted.

cc: Rick Eberly – Town Manager  
Jill Murr – Planning Director  
Keith Gardina – Walsh & Kelly

P:\Cedar Lake\060015 Town Engineer\00005 Town-General\2020 Fairbanks\Pay Apps\120820 Submission\Fairbanks Request #1  
120820.docx



TOWN OF CEDAR LAKE, IN  
FAIRBANKS STREET IMPROVEMENTS

CONTRACTOR: Walsh & Kelly  
DATE: December 2, 2020  
ESTIMATE NO. 1  
PROJECT: Fairbanks Improvements  
PROJECT #: 060015

CBBEL PAY ESTIMATE REPORT

**FINAL**

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	Mill 2"	4,877	SY	\$ 3.00	5,777.00	\$ 17,331.00	5,777.00	118.5%	\$ 17,331.00
2	2" HMA Surface	537	TON	\$ 72.00	913.21	\$ 65,751.12	913.21	170.1%	\$ 65,751.12
3	Wedge and Level	54	TON	\$ 76.00	0.00	\$ -	0.00	0.0%	\$ -
4	HMA Patching	240	TON	\$ 102.00	156.52	\$ 15,965.04	156.52	65.2%	\$ 15,965.04
5	Tack Coat	1	LS	\$ 1,800.00	1.00	\$ 1,800.00	1.00	100.0%	\$ 1,800.00
6	Maintaince of Traffic	1	LS	\$ 2,000.00	1.00	\$ 2,000.00	1.00	100.0%	\$ 2,000.00
7	Thermo White Edge Line-4"	2,500	LF	\$ 1.25	2,500.00	\$ 3,125.00	2,500.00	100.0%	\$ 3,125.00
8	Thermo Yellow Center Line-4"	1,500	LF	\$ 1.25	1,500.00	\$ 1,875.00	1,500.00	100.0%	\$ 1,875.00
9	Thermo Stop Bar-24"	12	LF	\$ 8.50	60.00	\$ 510.00	60.00	500.0%	\$ 510.00
10	6" White Crosswalk Line (CO1)	125	LF	\$ 0.90	125.00	\$ 112.50	125.00	100.0%	\$ 112.50
					TOTAL	\$ 108,357.16		TOTAL	\$ 108,469.66

Awarded Contract Value: \$ 90,781.00  
Current Contract Value: \$ 108,469.66  
  
Percent Complete (Awarded): 119.48%  
Percent Complete (Current): 100.00%

ORIGINAL CONTRACT	\$ 90,781.00
TOTAL CHANGE ORDERS	\$ 17,688.66
REVISED CONTRACT	\$ 108,469.66
COMPLETED TO DATE	\$ 108,469.66
RETAINAGE	\$ -
TOTAL EARNED LESS RETAINAGE	\$ 108,469.66
LESS PREVIOUS REQUESTS	\$ -
CURRENT AMOUNT DUE	<b>\$ 108,469.66</b>

# Invoice



**Walsh &  
Kelly**  
Paving Contractors

Griffith, IN 46319  
(219) 924-5900

**Sold To:** Town of Cedar Lake  
**Address:** P.O. Box 707  
7408 Constitution Ave  
Cedar Lake, IN 46303

**Date:** November 10, 2020  
**Invoice #:** 20-0806

**Terms:** Net 15

**Purchase Order #:**

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Job # 201783

## Fairbanks Improvements

Work Completed per Attached \$ 108,469.66

**TOTAL AMOUNT DUE THIS INVOICE** **\$ 108,469.66**

Terms of payment are Net 15 days from the date of invoice. A service charge of 1 ½% per month (18% per annum) will be charged to all delinquent accounts.

# Invoice

## Progress Billing Invoice

**From: WALSH & KELLY, INC.**  
**1700 E. MAIN STREET**  
**GRIFFITH, IN 46319**

**Invoice #: 20-0806**

**Date: 11/10/20**

**Application #: 1**

**To: TOWN OF CEDAR LAKE**  
**P.O. BOX 707**  
**7408 CONSTITUTION AVE.**  
**CEDAR LAKE, IN 46303**

**Invoice Due Date: 11/25/20**

**Payment Terms: NET 15 DAYS**

**Contract: 201783- CEDAR LAKE FAIRBANKS**

Cont Item	Description	Contract Amount	Contract Quantity	Quantity This Perio	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date	% Comp
1	Mill 2"	17,331.00	5,777.00	5,777.00	5,777.00	SY	3.00000	17,331.00	17,331.00	100.00%
2	2" HMA Surface	65,751.12	913.21	913.21	913.21	TON	72.00000	65,751.12	65,751.12	100.00%
3	Wedge and Level, HMA	0.00	0.00	0.00	0.00	TON	76.00000	0.00	0.00	0.00%
4	HMA Patching	15,965.04	158.52	158.52	158.52	TON	102.00000	15,965.04	15,965.04	100.00%
5	Tack Coat	1,800.00	0.00	0.00	0.00	LS	0.00000	1,800.00	1,800.00	100.00%
6	Thermo White Edge Line	3,125.00	2,500.00	2,500.00	2,500.00	LF	1.25000	3,125.00	3,125.00	100.00%
7	Thermo Yellow Centerline	1,875.00	1,500.00	1,500.00	1,500.00	LF	1.25000	1,875.00	1,875.00	100.00%
8	Thermo Stop Bar, 24"	510.00	60.00	60.00	60.00	LF	8.50000	510.00	510.00	100.00%
9	MOT	2,000.00	0.00	0.00	0.00	LS	0.00000	2,000.00	2,000.00	100.00%
10	6" White Cross Walk CO #1	112.50	125.00	125.00	125.00	LF	0.90000	112.50	112.50	100.00%

<b>Total Billed To Date:</b>	<b>108,469.66</b>
<b>Less Retainage:</b>	<b>0.00</b>
<b>Less Previous Applications:</b>	<b>0.00</b>
<b>Total Due This Invoice:</b>	<b>108,469.66</b>

**UNCONDITIONAL FINAL WAIVER OF LIEN**

STATE OF Indiana  
COUNTY OF Lake

Date: 12/4/2020

TO WHOM IT MAY CONCERN: PLEASE SIGN, NOTARIZE, AND RETURN

WHEREAS the undersigned, furnishing and participating in the construction, improving or repairing the premises known as Fairbanks Street ("the Property") which is owned by Town of Cedar Lake, IN has been employed by Town of Cedar Lake, IN

THE undersigned, for valuable consideration received to full satisfaction of the undersigned, and the sum of \$108,469.66 receipt of which is hereby acknowledged, do(es) hereby waive, release and quit-claim in favor of the aforesaid owner of said Property and each and every person, firm or corporation encumbering said Property by mortgage or otherwise, all right(s) that I, we, or any of us, may now have, or may hereafter have, to perfect or attempt to perfect, a lien on the aforesaid land and improvements, by virtue of the laws made and provided in the State of Indiana, or any amendments thereto for any labor, services, materials, fixtures, apparatus, or machinery furnished to date by the undersigned for the above-described premises. No assignment of any claim for payment for improvements made on said Property has been made, nor will any assignment be made in the future to perfect a lien in the Property. I, we or any of us, also represent and warrant that or we have the right to execute this Waiver.

The undersigned does hereby warrant that, to date, all laborers employed by the undersigned for the improvement of the Property have been fully paid and that no laborer has any claim, demand, or lien against the Property.

No chattel mortgage, security agreement, conditional bill of sale or retention of title agreement has been given or executed by the undersigned for or in connection with improvements and repairs or for any material, appliances, machinery, fixtures, furnishings, subcontracts or labor for improving or repairing the Property.

Any and all signature hereto are for services rendered or to be rendered, subcontracts furnished or to be furnished, material furnished or to be furnished, and repairs furnished or to be furnished. All work was self-performed, all labor has been paid in full, all material taken from fully paid Walsh & Kelly stock and delivered to job in company trucks, and all equipment is company-owned.

Executed this 4th day of December, 2020.

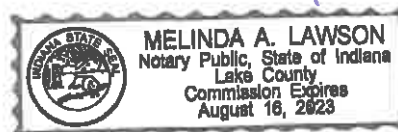
Walsh & Kelly, Inc.  
CONTRACTOR

By: Jamie A. James  
Agent and/or Officer  
Trade: \_\_\_\_\_



SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE, at 1700 East Main Street, Griffith, state of Indiana, this 4th day of December, 2020.

Melinda A. Lawson  
(Notary Public)  
My Commission expires: 8/16/2023





December 8, 2020

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

Attention: Jennifer Sandberg – Clerk-Treasurer

Subject: Monastery Woods South Improvements  
Pay Request No. 1, Final  
(CBBEL Project No. 060015)

Dear Town Council Members:


Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Pay Request # 1 in the amount of \$110,258.00 submitted by Walsh and Kelly, Inc. dated November 10, 2020 and revised on December 4, 2020. This will be the final and only pay application for this project. Based on the completed and observed work to date, CBBEL recommends payment in the following amount:

<b>Total Improvements:</b>	<b>This Estimate</b>	<b>To Date</b>
Value of Work Completed:	\$ 110,258.00	\$ 110,258.00
Less Retainage:	\$ (0.00)	\$ (0.00)
Balance:	\$ 110,258.00	\$ 110,258.00
Less Previous Payments:	n/a	\$ (0.00)
Amount Due This Payment:	<b>\$ 110,258.00</b>	\$ 110,258.00

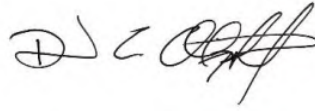
Please find attached copies of the final invoice #1 from Walsh and Kelly, Inc. and the Pay Estimate Report from CBBEL. The final waiver of lien from Walsh and Kelly, Inc. includes ALL subcontractor work and has been included with this letter. All punch list items have been completed justifying release of all retainage.

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

Sincerely,



Thomas J. Gordon  
Construction Engineer



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

Encl.: As noted.

cc: Rick Eberly – Town Manager  
Jill Murr – Planning Director  
Keith Gardina – Walsh & Kelly

P:\Cedar Lake\060015 Town Engineer\00017 Development Inspections\Monastery Woods\Monastery Woods South LOC Pull\Pay Apps\120820 Submission\MWS Request #1 120820.docx

TOWN OF CEDAR LAKE, IN  
MONASTERY WOODS SOUTH IMPROVEMENTS

CONTRACTOR: Walsh & Kelly  
DATE: December 8, 2020 1  
ESTIMATE NO. MWS Improvements  
PROJECT: 060015.00017  
PROJECT #: **FINAL**

CBBEL 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 / Demobilization (5%)	1	LS	\$10,000.00	1.00	\$ 10,000.00	1.00	100.0%	\$ 10,000.00
2	Curb and Gutter, Removal	189	LFT	\$28.00	196.00	\$ 5,488.00	196.00	103.7%	\$ 5,488.00
3	Concrete Sidewalk, Removal	180	SYS	\$29.00	159.00	\$ 4,611.00	159.00	88.3%	\$ 4,611.00
4	Milling, Asphalt, 3-IN	575	SYS	\$10.00	575.00	\$ 5,750.00	575.00	100.0%	\$ 5,750.00
5	Curb and Gutter, Concrete, Roll Curb	189	LFT	\$40.00	196.00	\$ 7,840.00	196.00	103.7%	\$ 7,840.00
6	Concrete Curb & Sidewalk, Route and Seal	400	LFT	\$15.00	422.00	\$ 6,330.00	422.00	105.5%	\$ 6,330.00
7	Sidewalk, Concrete, 4-IN	141	SYS	\$154.00	138.00	\$ 21,252.00	138.00	97.9%	\$ 21,252.00
8	Curb Ramp, Concrete, 4-IN	5	EA	\$1,200.00	5.00	\$ 6,000.00	5.00	100.0%	\$ 6,000.00
9	Compacted Aggregate No. 53, Sidewalk, Undistributed	141	SYS	\$22.00	0.00	\$ -	0.00	0.0%	\$ -
10	Compacted Aggregate No. 53, Undercut, Undistributed	50	TON	\$60.00	0.00	\$ -	0.00	0.0%	\$ -
11	HMA, Surface, Type B (3-IN)	95	TON	\$100.00	197.02	\$ 19,702.00	197.02	207.4%	\$ 19,702.00
12	Casting / Valve Box, Adjust to Grade, Undistributed	5	EA	\$325.00	5.00	\$ 1,625.00	5.00	100.0%	\$ 1,625.00
13	B-Box Replacement and Adjust to Grade	2	EA	\$900.00	2.00	\$ 1,800.00	2.00	100.0%	\$ 1,800.00
14	Asphalt Crack Sealing	8,000	LFT	\$1.00	8,000.00	\$ 8,000.00	8,000.00	100.0%	\$ 8,000.00
15	Stop Sign Replacement	1	EA	\$800.00	0.00	\$ -	0.00	0.0%	\$ -
16	Hydrant Flag	16	EA	\$90.00	16.00	\$ 1,440.00	16.00	100.0%	\$ 1,440.00
17	Structure Repair	12	EA	\$250.00	12.00	\$ 3,000.00	12.00	100.0%	\$ 3,000.00
18	Manhole - Install Steps	4	EA	\$230.00	4.00	\$ 920.00	4.00	100.0%	\$ 920.00
19	Restoration / Topsoil & Seeding, Mix R, Type 1	1	LS	\$6,500.00	1.00	\$ 6,500.00	1.00	100.0%	\$ 6,500.00
					TOTAL	\$ 110,258.00	TOTAL	\$	110,258.00

Awarded Contract Value: \$ 107,223.00  
Current Contract Value: \$ 110,258.00

ORIGINAL CONTRACT	\$ 107,223.00
TOTAL CHANGE ORDERS	\$ 3,035.00
REVISED CONTRACT	\$ 110,258.00
COMPLETED TO DATE	\$ 110,258.00
RETAINAGE	\$ -
TOTAL EARNED LESS RETAINAGE	\$ 110,258.00
LESS PREVIOUS REQUESTS	\$ -
CURRENT AMOUNT DUE	<b>\$ 110,258.00</b>

# Invoice



**Walsh &  
Kelly**  
Paving Contractors

1700 E. Main Street  
Griffith, IN 46319  
(219) 924-5900

**Sold To:** Town of Cedar Lake  
**Address:** P.O. Box 707  
7408 Constitution Ave  
Cedar Lake, IN 46303

**Date:** November 10, 2020  
**Invoice#:** 20-0713

**Terms:** Net 15

**Purchase Order#:**

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Job # 201787

## Monastery Woods South Improvements

Work Completed per Attached \$ 110,258.00

**TOTAL AMOUNT DUE THIS INVOICE** **\$ 110,258.00**

Terms of payment are Net 15 days from the date of invoice. A service charge of 1 ½% per month (18% per annum) will be charged to all delinquent accounts.

# Invoice



**WALSH & KELLY, INC.**  
**1700 E. MAIN STREET**  
**GRIFFITH, IN 46319**

**INVOICE**

**To : TOWN OF CEDAR LAKE**  
**P.O. BOX 707**  
**7408 CONSTITUTION AVE.**  
**CEDAR LAKE, IN 46303**

**Invoice #:** 20-0713R  
**Date:** 11/30/20  
**Application #:** 2

**Contract :** 201787- Cedar Lake Monastery woods

**Invoice Due Date:** 12/15/20  
**Payment Terms:** NET 15 DAYS

Contract Item	Contract Amount	% Complete	Total To Date
1 Mobilization / Demobilization	10,000.00	100.00%	10,000.00
2 Curb and Gutter Removal	5,292.00	103.70%	5,488.00
3 Concrete Sidewalk Removal	5,220.00	88.33%	4,611.00
4 Milling, Asphalt, 3"	5,750.00	100.00%	5,750.00
5 Curb and Gutter Concrete Roll Curb	7,560.00	103.70%	7,840.00
6 Concrete Curb and Sidewalk Route and Seal	6,000.00	105.50%	6,330.00
7 Sidewalk Concrete 4"	21,714.00	97.87%	21,252.00
8 Curb Ramp Concrete 4"	6,000.00	100.00%	6,000.00
9 Compacted Aggregate #53 Sidewalk Undistributed	3,102.00	0.00%	0.00
10 Compacted Aggregate #53 Undercut Undistributed	3,000.00	0.00%	0.00
11 HMA Surface Type B 3"	9,500.00	207.39%	19,702.00
12 Casting, Valve Box Adjust to grade Undistributed	1,625.00	100.00%	1,625.00
13 B-Box Replacement and Adjust to grade	1,800.00	100.00%	1,800.00
14 Asphalt Crack Sealing	8,000.00	100.00%	8,000.00
15 Stop Sign Replacement	800.00	0.00%	0.00
16 Hydrant Flag	1,440.00	100.00%	1,440.00
17 Structure Repair	3,000.00	100.00%	3,000.00
18 Hanhole Install Steps	920.00	100.00%	920.00
19 Restoration, Topsoil Seeding Mix R Type 1	6,500.00	100.00%	6,500.00
	107,223.00		110,258.00
Total To Date :			110,258.00
Plus Sales Tax :			0.00
Less Retainage :			0.00
Less Previous Applications :			
Total Due This Invoice :			110,258.00

**UNCONDITIONAL FINAL WAIVER OF LIEN**

STATE OF Indiana  
COUNTY OF Lake

Date: 12/4/2020

TO WHOM IT MAY CONCERN: PLEASE SIGN, NOTARIZE, AND RETURN

WHEREAS the undersigned, furnishing and participating in the construction, improving or repairing the premises known as Moneystary Woods South Improvements ("the Property") which is owned by Town of Cedar Lake, IN has been employed by Town of Cedar Lake, IN.

THE undersigned, for valuable consideration received to full satisfaction of the undersigned, and the sum of \$110,258.00 receipt of which is hereby acknowledged, do(es) hereby waive, release and quit-claim in favor of the aforesaid owner of said Property and each and every person, firm or corporation encumbering said Property by mortgage or otherwise, all right(s) that I, we, or any of us, may now have, or may hereafter have, to perfect or attempt to perfect, a lien on the aforesaid land and improvements, by virtue of the laws made and provided in the State of Indiana, or any amendments thereto for any labor, services, materials, fixtures, apparatus, or machinery furnished to date by the undersigned for the above-described premises. No assignment of any claim for payment for improvements made on said Property has been made, nor will any assignment be made in the future to perfect a lien in the Property. I, we or any of us, also represent and warrant that or we have the right to execute this Waiver.

The undersigned does hereby warrant that, to date, all laborers employed by the undersigned for the improvement of the Property have been fully paid and that no laborer has any claim, demand, or lien against the Property.

No chattel mortgage, security agreement, conditional bill of sale or retention of title agreement has been given or executed by the undersigned for or in connection with improvements and repairs or for any material, appliances, machinery, fixtures, furnishings, subcontracts or labor for improving or repairing the Property.

Any and all signature hereto are for services rendered or to be rendered, subcontracts furnished or to be furnished, material furnished or to be furnished, and repairs furnished or to be furnished. All work was self-performed, all labor has been paid in full, all material taken from fully paid Walsh & Kelly stock and delivered to job in company trucks, and all equipment is company-owned.

Executed this 4th day of December, 2020.

Walsh & Kelly, Inc.  
CONTRACTOR

By: Jamie A. James

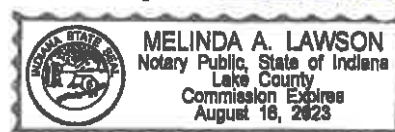
By: \_\_\_\_\_  
Agent and/or Officer

Trade: \_\_\_\_\_



SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE, at 1700 East Main Street, Griffith, state of Indiana, this 4th day of December, 2020.

Melinda A. Lawson  
(Notary Public)  
My Commission expires: 8/16/2023





## Town of Cedar Lake 2021 Meeting Schedule

<b>2021</b> Town Council Public Meeting/Work session 1 <sup>st</sup> Tuesday 7:00 pm	<b>2021</b> Town Council Public Meeting 3 <sup>rd</sup> Tuesday 7:00 pm	<b>2021</b> Utility Board Public Meeting 3 <sup>rd</sup> Tuesday 6:30 pm	<b>2021</b> Board of Safety Public Meeting 2 <sup>nd</sup> Wednesday 6:00 pm	<b>2021</b> Redevelopment Commission Public Meeting 3 <sup>rd</sup> Monday 6:00 pm
January 5	January 19	January 19	January 13	*January 25
February 2	February 16	February 16	February 10	*February 22
March 2	March 16	March 16	March 10	March 15
April 6	April 20	April 20	April 14	April 19
May 4	May 18	May 18	May 12	May 17
June 1	June 15	June 15	June 9	June 21
July 6	July 20	July 20	July 14	July 19
August 3	August 17	August 17	August 11	August 16
September 7	September 21	September 21	September 8	September 20
October 5	October 19	October 19	October 13	October 18
November 2	November 16	November 16	November 10	November 15
December 7	December 21	December 21	December 8	December 20

<b>2021</b> Plan Commission Work Session 1 <sup>st</sup> Wednesday 7:00 pm	<b>2021</b> Plan Commission Public Meeting 3 <sup>rd</sup> Wednesday 7:00 pm	<b>2021</b> Unsafe Building Department 3 <sup>rd</sup> Wednesday Quarterly, 6:30 pm	<b>2021</b> Storm Water Board Public Meeting 2 <sup>nd</sup> Tuesday 6:30 pm	<b>2021</b> Board of Zoning Appeals Public Meeting 2 <sup>nd</sup> Thursday 7:00 pm
January 6	January 20	January 20	January 12	January 14
February 3	February 17	April 21	February 9	February 11
March 3	March 17	July 21	March 9	March 11
April 7	April 21	April 21	April 13	April 8
May 5	May 19	October 20	May 11	May 13
June 2	June 16		June 8	June 10
July 7	July 21		July 13	July 8
August 4	August 18		August 10	August 12
September 1	September 15		September 14	September 9
October 6	October 20		October 12	October 14
November 3	November 17		November 9	*November 10
December 1	December 15		No Meeting	December 9

\*denotes differently scheduled date due to holiday

## CONTRACT AGREEMENT

AGREEMENT made this 15<sup>th</sup> day of December, 2020, by and between the TOWN OF CEDAR LAKE, INDIANA, acting by and through its Town Council, hereafter called "Client", and the Law Firm of AUSTGEN KUIPER JASAITIS P.C., hereafter called "Attorney".

For and in consideration of the payment of sums of money required to be made herein and the mutual terms and conditions hereof, the Parties hereto agree as follows:

1. That pursuant to a Motion duly adopted by Client on the 15<sup>th</sup> day of December, 2020, the Client agrees to, and does hereby, employ Attorney to act in its behalf as its Legal Counsel during the tenure of this Agreement, for calendar year 2021, subject to the terms hereof.

2. That Client will pay Attorney the sum of One Hundred Dollars (\$100.00) per hour for professional services rendered by Attorney and Forty Dollars (\$40.00) per hour for services rendered by any non-professional Legal Assistant, to the Client under the terms hereof. Such professional services to be limited to the matters pertaining to the Civil Town matters, including Town Council, Plan Commission, Board of Zoning Appeals, Board of Stormwater Management, Board of Safety, Redevelopment Commission, and all other Boards and Commissions of the Town, and shall additionally include matters pertaining to the Municipal Sanitary Sewer System and Utility of the Town, as well as Water Utility of the Town, and shall exclude all matters covered by the other terms hereof or other Contracts entered into by the Parties hereto, except for prior annual Employment Contracts.

3. That professional services, as used herein, shall, upon request, include, but not be limited to, having Attorneys David M. Austgen, Timothy R. Kuiper, Michael J. Jasaitis, Michael L. Muenich, Ryan A. Deutmeyer, Jeff K. Williams, or in their absence, a member of the Firm, present at the regular monthly meetings of the Client pertaining to such matters.

4. That professional services, as used herein, shall not include any services in connection with the issuance and/or sale of any bonds or other securities, or any such

other items as covered by separate Agreement.

5. That Attorney shall provide Client with a monthly Statement indicating the number of hours worked in the performance of the professional services contemplated by this agreement for Client, as well as expenses incurred on Client's behalf.

6. That Attorney shall be reimbursed for transportation expenses at the current applicable IRS approved rate for mileage, for telephone expenses, facsimile costs, postage/ mailing expenses, and for photocopy costs all of which may be incurred relative to the performance of professional services for Client, and such other expenses as may be agreed upon from time to time. Transportation expenses shall not be reimbursed unless the services performed for Client are performed outside of Lake County, Indiana. For performance of services beyond said County, the mileage therefore shall be computed from Attorney's Office in Lake County, Indiana, or from the point of departure.

7. That either of the Parties to the Agreement shall have the right to terminate this Agreement upon provided Thirty (30) days written notice thereof to the other Party. Such notice shall be served, in person, on Client at Clerk-Treasurer's Office, 7408 Constitution Avenue, Cedar Lake, Lake County, Indiana, 46303; and on Attorney at 130 North Main Street, Crown Point, Indiana, 46307, and shall set forth the date of termination.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the date and year first above written.

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

\_\_\_\_\_  
President

ATTEST:

AUSTGEN KUIPER JASAITIS P.C.

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

By: \_\_\_\_\_  
David M. Austgen

## VERIFICATION OF WORK ELIGIBILITY STATUS

I, David M. Austgen, Austgen Kuiper Jasaitis P.C. (hereinafter called "Contractor"), understands and agrees that it is required to enroll in and verify the work eligibility status of all employees hired after the date of this contract through the E-Verify program. This requirement shall be waived if the E-Verify program ceases to exist. For the purposes of this paragraph, the "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603).

An authorized representative of the Contractor has signed the attached Affidavit concerning the employment of unauthorized aliens.

I, David M. Austgen, a duly authorized agent of Contractor, declare under the penalties for perjury that Contractor does not employ unauthorized aliens to the best of its knowledge and belief.

AUSTGEN KUIPER JASAITIS P.C.

By: David M. Austgen

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, this 15<sup>th</sup> day of December, 2020, personally appeared David M. Austgen, and acknowledged the execution of the foregoing Affidavit. In Witness Whereof, I have hereunto subscribed my name and affixed my Official Seal.

---

**AFFIDAVIT**  
**CONCERNING EMPLOYMENT**  
**OF UNAUTHORIZED ALIENS**

I am a duly authorized Officer of Austgen Kuiper Jasaitis P.C. (hereinafter "Contractor"), and I hereby certify that as of the date of this Affidavit, Contractor, does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

***8 U.S.C. 1324a(h)(3) Definition of unauthorized alien:*** *As used in this section, the term "unauthorized alien" means, with respect to the employment of an alien at a particular time, that the alien is not at that time either:*

*(A) an alien lawfully admitted for permanent residence, or*

*(B) authorized to be so employed by this chapter or by the Attorney General.*

I SWEAR AND AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

AUSTGEN KUIPER JASAITIS P.C.

By: \_\_\_\_\_  
David M. Austgen

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

STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF LAKE       )

Before me, the undersigned, a Notary Public in and for said County and State, this 15<sup>th</sup> day of December, 2020, personally appeared David M. Austgen and acknowledged the execution of the foregoing Affidavit. In Witness Whereof, I have hereunto subscribed my name and affixed my Official Seal.

\_\_\_\_\_



## AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Cedar Lake Police Department (IN)  
Agency's Address: 7408 Constitution Ave., POB 305  
Cedar Lake, Indiana 46303

Attention: Chief Bill Fisher

Lexipol's Address: 2611 Internet Boulevard, Suite 100  
Frisco, Texas 75034

Prepared By: Jessica Levenberg

Effective Date: \_\_\_\_\_  
(to be completed by Lexipol upon receipt of signed Agreement)

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet, (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet, and (d) **Exhibit C** (Scope of Services) attached to this cover sheet. Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

Cedar Lake Police Department (IN)

Lexipol

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Van Holland

Title: \_\_\_\_\_

Title: Chief Financial Officer

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

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



## EXHIBIT A

### SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

**Agency is purchasing the following:**

#### Annual Subscription

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/ Procedures (12 Months)	USD 11,079.00	20%	USD 2,215.80	USD 8,863.20
	<b>Subscription Line Items Total</b>			<b>USD 2,215.80</b>	<b>USD 8,863.20</b>
				<b>USD 2,215.80</b>	<b>USD 8,863.20</b>
<b>Annual Subscription Discount:</b>					USD 2,215.80
<b>Annual Subscription TOTAL:</b>					USD 8,863.20

#### One Time Implementation Fee

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Law Enforcement Tier I Implementation	USD 3,415.00	25%	USD 853.75	USD 2,561.25
1	Law Enforcement Tier II Implementation	USD 3,108.00	25%	USD 777.00	USD 2,331.00
1	Law Enforcement Tier III Implementation	USD 2,402.00	25%	USD 600.50	USD 1,801.50
1	Law Enforcement Tier IV Implementation	USD 3,405.00	25%	USD 851.25	USD 2,553.75
1	Law Enforcement Tier V Implementation	USD 1,715.00	25%	USD 428.75	USD 1,286.25
	<b>One-Time Line Items Total</b>			<b>USD 3,511.25</b>	<b>USD 10,533.75</b>
				<b>USD 3,511.25</b>	<b>USD 10,533.75</b>
<b>One Time Implementation Fee Discount:</b>					USD 3,511.25
<b>One Time Implementation Fee TOTAL:</b>					USD 10,533.75

\*Law Enforcement pricing is based on 20 Law Enforcement Sworn Officers.

\*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

#### Discount Notes

Annual 20% Promotional Discount.

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "***Agency's Account***" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "***Agreement***" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions and Services Being Purchased and Related Fees) attached to that cover sheet, (c) these General Terms and Conditions, and (d) Exhibit C (Scope of Services).

1.3 **Initial Term/Contract Year.** "***Initial Term***" means the twelve-month period commencing on the Effective Date and "***Contract Year***" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "***Derivative Work***" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "***Derivative Work***" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "***Effective Date***" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "***Subscription Materials***" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

## 2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

### **3. Subscription Fees, Etc.**

**3.1 Subscription Fee/Invoicing.** Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

**3.2 Taxes; Past Due Amounts.** All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

**4. Copyright; Derivative Works; Lexipol's Ownership.** Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

**5. Right to Use; Limitations on Use of Subscription Material and Derivative Works.** Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any

Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

**6. Account Security.** Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

**7. Privacy Policy.** Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

**8. Policy Adoption.** Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

**9. Disclaimer of Liability.** Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

**10. Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

**11. Non-Transferability.** The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

**12. Confidentiality.** From time to time during the term of this Agreement, either party may be required to disclose information to the other party that is marked “confidential” or the like, or that is of such a type that the confidentiality thereof is reasonably apparent (“Confidential Information”). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party’s directors, officers, employees, agents and other representatives (collectively “Representatives”) who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party’s Representatives.

#### **Miscellaneous.**

**13.1 Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

**13.2 Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

**13.3 Headings.** The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

**13.4 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

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**13.7 General Interpretation.** The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

**13.8 Notices.** Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

**13.9 Invalidity of Provisions.** Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

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End of General Terms and Conditions

## Scope of Services

### Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
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### Daily Training Bulletins (DTBs)

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- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

## Law Enforcement Operations Procedures

To ensure consistent, effective and safe operations, a law enforcement agency's procedures should align with its policies and be accessible in an easy-to-understand format. Lexipol's Law Enforcement Procedure Guide and Framework, based on national best practices, gives you the guidance and a template to build such a procedure manual.

- More than 40 procedure guides designed to help you ensure your procedures follow important policy requirements and national best practices
- Each procedure provides an editable template to conveniently author new content and merge existing agency content
- Procedures are aligned with Lexipol policy requirements to address the most important operations of a law enforcement agency
- Well-structured and policy-aligned procedures enhance preparation for accreditation assessments

#### **Implementation Policy Tier I: High-Risk Policies**

Benefit from our proven, systematic approach to implementing policies. Tier I represents about 20% of the manual, including foundational policies necessary to provide structure and authority to your policy manual, as well as policies addressing high-risk, low-frequency and high-risk, high-frequency incidents. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

#### **Implementation Policy Tier II: High-Liability Policies**

Benefit from our proven, systematic approach to implementing policies. Tier II represents about 20% of the manual, including policies that relate to common day-to-day calls for service that have a higher level of potential liability. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

#### **Implementation Policy Tier III: Daily Operations Policies**

Benefit from our proven, systematic approach to implementing policies. Tier III represents about 20% of the manual, including policies needed for orderly daily operations of your organization. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

#### **Implementation Policy Tier IV: Defensibility Policies**

Benefit from our proven, systematic approach to implementing policies. Tier IV represents about 20% of the manual, including policies essential to agency and agency member defensibility, including civil liability-related topics. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

#### **Implementation Policy Tier V: Operational Consistency Policies**

Benefit from our proven, systematic approach to implementing policies. Tier V represents about 20% of the manual, including policies needed to ensure operational consistency across your organization. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.





## AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Town of Cedar Lake Fire Department  
Agency's Address: 9430 W 133rd Ave POB 459  
Cedar Lake, Indiana 46303

Attention: Chief Todd Wilkening

Lexipol's Address: 2611 Internet Boulevard, Suite 100  
Frisco, Texas 75034

Prepared By: Bruce Bjorge

Effective Date: \_\_\_\_\_  
(to be completed by Lexipol upon receipt of signed Agreement)

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet, (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet, and (d) **Exhibit C** (Scope of Services) attached to this cover sheet. Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

Town of Cedar Lake Fire Department

Lexipol

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Van Holland

Title: \_\_\_\_\_

Title: Chief Financial Officer

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

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

## EXHIBIT A

### SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

**Agency is purchasing the following:**

#### Annual Subscription 2021

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Fire Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures w/ GrantFinder (12 Months)	USD 9,864.00	20%	USD 1,972.80	USD 7,891.20
	<b>Subscription Line Items Total</b>			<b>USD 1,972.80</b>	<b>USD 7,891.20</b>
				<b>USD 1,972.80</b>	<b>USD 7,891.20</b>
<b>Annual Subscription 2021 Discount:</b>					USD 1,972.80
<b>Annual Subscription 2021 TOTAL:</b>					USD 7,891.20

#### Policy Implementation Support - High Risk Policy

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Fire Tier I Implementation	USD 4,162.00	25%	USD 1,040.50	USD 3,121.50
	<b>One-Time Line Items Total</b>			<b>USD 1,040.50</b>	<b>USD 3,121.50</b>
				<b>USD 1,040.50</b>	<b>USD 3,121.50</b>
<b>Policy Implementation Support - High Risk Policy Discount:</b>					USD 1,040.50
<b>Policy Implementation Support - High Risk Policy TOTAL:</b>					USD 3,121.50

\*Fire pricing is based on 27 Fire Authorized Staff.

\*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

#### **Discount Notes**

The department will receive a 20% subscription discount if the PD, FD, and Town all begin subscriptions together.

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "***Agency's Account***" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "***Agreement***" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions and Services Being Purchased and Related Fees) attached to that cover sheet, (c) these General Terms and Conditions, and (d) Exhibit C (Scope of Services).

1.3 **Initial Term/Contract Year.** "***Initial Term***" means the twelve-month period commencing on the Effective Date and "***Contract Year***" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "***Derivative Work***" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "***Derivative Work***" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "***Effective Date***" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "***Subscription Materials***" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

## 2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

### **3. Subscription Fees, Etc.**

**3.1 Subscription Fee/Invoicing.** Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

**3.2 Taxes; Past Due Amounts.** All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

**4. Copyright; Derivative Works; Lexipol's Ownership.** Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

**5. Right to Use; Limitations on Use of Subscription Material and Derivative Works.** Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any

Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

**6. Account Security.** Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

**7. Privacy Policy.** Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

**8. Policy Adoption.** Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

**9. Disclaimer of Liability.** Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

**10. Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

**11. Non-Transferability.** The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

**12. Confidentiality.** From time to time during the term of this Agreement, either party may be required to disclose information to the other party that is marked “confidential” or the like, or that is of such a type that the confidentiality thereof is reasonably apparent (“Confidential Information”). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party’s directors, officers, employees, agents and other representatives (collectively “Representatives”) who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party’s Representatives.

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- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

### Fire Procedures



Clear and accessible procedures are imperative to ensure safe, effective and consistent emergency response and personnel interactions. Lexipol's fire procedures, based on national best practices, give you critical operational and administrative procedures as well as a template to build on.

- More than 35 best practice procedures designed to support safe and effective operations
- Tactical procedures address the operations most often cited as contributing to firefighter injury or death as well as the most common call types
- Administrative procedures address the areas of highest legal liability as well as best practices for organizational success
- Scenario-based training reinforces live training
- Mobile-friendly decision trees and checklists prevent essential steps from being missed

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#### **GrantFinder** <http://app.grantfinder.com>

GrantFinder is a real-time database of federal, state, and private grant opportunities tailored to municipalities, nonprofits, educational institutions, and public safety organizations. The simplicity and efficiency of our service will result in identifying grant applications intelligently tailored to your needs; greatly improving the chance your organization will ultimately be funded.

Currently tracking over 10,000 grants, GrantFinder monitors more than 4,300 grant websites to update and keep communities aware of the universe of funding. GrantFinder is being used by more than 8,000 individual users spread across 800 cities and organizations like yours.

The accompanying proposal outlines the functions of Lexipol's GrantFinder service and what would be provided.

#### **GrantFinder includes:**

- Access to Federal, State, Corporate & Foundation grants programs in one place with summaries, links to applications, guidelines and much more
- 10+ search filters including geographic coverage, program area, keyword, deadline, matching funds, etc.
- Save and download grant listings + track deadlines
- Custom grant email alerts tailored to user preference
- Application and performance tracking
- Document and application upload + storage
- Ongoing dedicated account management support + user-based training



## AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Town of Cedar Lake  
Agency's Address: 7408 Constitution Avenue  
Cedar Lake, Indiana 46303

Attention:

Lexipol's Address: 2611 Internet Boulevard, Suite 100  
Frisco, Texas 75034

Prepared By: Jessica Levenberg

Effective Date: \_\_\_\_\_  
(to be completed by Lexipol upon receipt of signed Agreement)

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet, (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet, and (d) **Exhibit C** (Scope of Services) attached to this cover sheet. Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

Town of Cedar Lake

Lexipol

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Van Holland

Title: \_\_\_\_\_

Title: Chief Financial Officer

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

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

## EXHIBIT A

### SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

**Agency is purchasing the following:**

#### Annual Subscription

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Local Government Administration Policy Manual & Daily Training Bulletins (12 Months)	USD 3,250.00	20%	USD 650.00	USD 2,600.00
	<b>Subscription Line Items Total</b>			<b>USD 650.00</b>	<b>USD 2,600.00</b>
				<b>USD 650.00</b>	<b>USD 2,600.00</b>
<b>Annual Subscription Discount:</b>					USD 650.00
<b>Annual Subscription TOTAL:</b>					USD 2,600.00

#### One Time Implementation Fee

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Local Government Administration Full Implementation	USD 12,500.00	25%	USD 3,125.00	USD 9,375.00
	<b>One-Time Line Items Total</b>			<b>USD 3,125.00</b>	<b>USD 9,375.00</b>
				<b>USD 3,125.00</b>	<b>USD 9,375.00</b>
<b>One Time Implementation Fee Discount:</b>					USD 3,125.00
<b>One Time Implementation Fee TOTAL:</b>					USD 9,375.00

\*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

**Notes**

Year 1 Total for Local Gov Manual \$11,975

**Discount Notes**

Annual 20% Promotional Discount

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "***Agency's Account***" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "***Agreement***" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions and Services Being Purchased and Related Fees) attached to that cover sheet, (c) these General Terms and Conditions, and (d) Exhibit C (Scope of Services).

1.3 **Initial Term/Contract Year.** "***Initial Term***" means the twelve-month period commencing on the Effective Date and "***Contract Year***" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "***Derivative Work***" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "***Derivative Work***" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "***Effective Date***" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "***Subscription Materials***" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

## 2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

### **3. Subscription Fees, Etc.**

**3.1 Subscription Fee/Invoicing.** Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

**3.2 Taxes; Past Due Amounts.** All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

**4. Copyright; Derivative Works; Lexipol's Ownership.** Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

**5. Right to Use; Limitations on Use of Subscription Material and Derivative Works.** Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any

Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

**6. Account Security.** Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

**7. Privacy Policy.** Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

**8. Policy Adoption.** Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

**9. Disclaimer of Liability.** Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

**10. Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

**11. Non-Transferability.** The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

**12. Confidentiality.** From time to time during the term of this Agreement, either party may be required to disclose information to the other party that is marked “confidential” or the like, or that is of such a type that the confidentiality thereof is reasonably apparent (“Confidential Information”). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party’s directors, officers, employees, agents and other representatives (collectively “Representatives”) who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party’s Representatives.

#### **Miscellaneous.**

**13.1 Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

**13.2 Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

**13.3 Headings.** The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

**13.4 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

**13.5 Amendment.** No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

**13.6 Attorneys’ Fees.** If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys’ fees and expenses of litigation.

**13.7 General Interpretation.** The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

**13.8 Notices.** Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

**13.9 Invalidity of Provisions.** Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

**13.10 Waiver.** Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions



## Scope of Services

### Local Government Administration Policy Manual

Legally defensible, up-to-date policies are the foundation for consistent, safe local government functions and are key to lowering liability and risk. Lexipol's comprehensive policy manual covers key aspects of your organization's general operations, facilities, and equipment, records, and personnel policy needs.

- Approximately 50 policies researched and written by public safety attorneys and subject matter experts
- Policies based on federal laws and regulations as well as nationwide best practices
- Ability to customize content to reflect your organization's unique terminology and structure

### Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

### Policy Updates

Lexipol's legal and content development teams continuously review laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

### Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

### Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

### Full Implementation

Lexipol's Full Implementation Service is individually tailored for agencies who want a start-to-finish, comprehensive policy adoption assistance. Lexipol's experienced Professional Services staff will:

- Streamline the process of policy adoption
- Assist your agency in developing a policy manual that meets your unique needs, philosophy and project timeline
- Integrate pre-existing agency content into appropriate sections within the policy manual
- Use a proven structure of policy editing and content merging, which will provide a framework to expedite subsequent policy updates and Daily Training Bulletin administration



November 25, 2020

Rick Eberly  
Town of Cedar Lake  
7408 Constitution Avenue  
Cedar Lake, IN 46303

Re: Comprehensive Plan Update

Mr. Eberly,

The Veridus Group, Inc. is pleased to provide the following proposal for our planning services based on our previous conversations. We understand each community faces different challenges, and we want to work with you to find equitable solutions to each challenge or opportunity presented. Furthermore, we understand that the Town has seen and is poised to see tremendous growth over the next few years. With that in mind, the Town would like to be proactive in how some of the future developments are shaped and how they can benefit the community. With this in mind, we have prepared a scope of services based on our knowledge and experience within comprehensive planning. We have also indicated a fee estimate for your consideration.

### **Comprehensive Plan Updates**

Veridus has worked with several communities on being proactive in determining what developments would like within their respective communities versus allowing development to happen to them. Having been involved in several communities experiencing growth, we understand that the proper planning is important for Cedar Lake to facilitate and promote quality of place for many individuals living, working, and playing in the town. Based on this information, we have put together the following preliminary scope based on our conversations:

#### *Western Annexation Area*

This proposed annexation area west of town will include a land use, utility access and transportation access analysis for future development. This focus area will also incorporate the US 41 corridor and proposed commercial and industrial needs and as it relates to the annexation area.

- Deliverables: 1 Focus Area Land Use Map; 1 Transportation Access Map; 1 Utility Access Map; Narrative that details the graphics and supporting data.

#### *Future Land Use Map Update*

Because of the annexation addition and overall need to update the 2012 future land use map, a future land use map update is included.



- Deliverables: 1 Future Land Use Map; Narrative that details the graphics and supporting data (public outreach, demographic and background research)

#### *Supporting Demographic & Background Research*

Part of the planning process and understanding the community needs, an update to demographic and background research will be required. This research will be used for supporting data to the annexation and land use focus areas.

- Deliverables: Focused demographic and community background narrative

#### *Public Outreach*

Public outreach is required in providing attainable and reputable recommendations. This can take many forms: Zoom public meeting; Steering Committee Meetings; Stakeholder Meetings.

- Deliverables: Summary and analysis of public input received.

Veridus is considered and has significant experience in being process experts, helping cities, towns and counties accomplish complex projects and planning initiatives. At times, we will need to bring in other parties with additional skills depending on the project. In the case of your planning project, we may utilize one additional highly qualified resource for the creation of updated maps – Context Design.

#### **Context Design**

Context Design was founded in 1998 as a small, client-focused landscape architecture and land planning firm near Indianapolis, Indiana. Over the past 20 years, they have been blessed with many loyal clients and terrific projects throughout the Midwest and Southeast. More recently, their clients have achieved success in their specific market types.

#### **Compensation**

Compensation for services rendered will be lump sum and invoiced monthly on a percent-complete basis. Full payment of invoices is due within 30 days from invoice date. The fee amounts are as follows:

**Comprehensive Plan Updates.....\$20,000**

If payment is not made within 30 days of the date when the payment is due, we may, at our option, and effective upon the delivery of written notice of our intention to do so, terminate the contract or suspend further performance of our services under the contract, and we shall have no liability for delay or damage that results from the termination of the contract or suspension of services.

Veridus currently has a master services agreement with the Town. Per our agreement, we will provide a work order based on the scope outlined in this proposal, which will be attached to this proposal.

#### **Reimbursable Expenses**

The following expenses will be considered reimbursable and will be invoiced at their direct costs on monthly invoices:



- A. Reproduction services for plans and specifications other than for normal in-house coordination
- B. Overnight postage, certified mail, and delivery services
- C. Mileage at the current federal rate.

Thank you again for your time and consideration. The fees for services contained in this proposal are valid for one year from the date of this letter. If you have any questions or need further information, please call my cell at (219) 629-9322.

Best regards,

Marlon M. Webb, Sr., EDFP, MPA  
The Veridus Group

Cc Tim Jensen, Veridus  
Lauren Wahl, Veridus  
Fred Prazeau, Context

Enclosed: Work Order #09 – Comprehensive Plan Update

**--Signatures Below--**

Veridus Group, Inc. by:

  
\_\_\_\_\_  
Timothy M. Jensen, President

Town of Cedar Lake, Client by:

\_\_\_\_\_  
Rick Eberly, Town Manager



## **VERIDUS WORK ORDER # 09 – Comprehensive Plan Update**

This Work Order is issued under the Prime Agreement entered into in Cedar Lake, Indiana on the 30<sup>th</sup> of November 2020, by and between:

Town of Cedar Lake Indiana (Town Council or Redevelopment Commission)

7408 Constitution Avenue

Cedar Lake, IN 46303

hereinafter referred to as “Town”, and

Veridus Group, Inc.

6280 N. Shadeland Avenue, Suite A

Indianapolis, IN 46220

hereinafter referred to as “Veridus”, wherein it is agreed as follows:

Under this Work Order, Veridus is authorized to perform the following services:

***Comprehensive Plan Update to include targeted areas of potential growth for the Town of Cedar Lake.***

For mutual consideration hereinafter set forth, the Town and Veridus agree as follows:

A. Veridus agrees to perform the following services:

***Draft an update to the Town’s Comprehensive Plan based on targeted areas discussed with Town staff.***

***Assist the Town in carrying the update through the Town’s approval process.***

B. The schedule for services performed under this work agreement is as follows:

***This will require meetings with staff and council/commission to include the following:***

- 1. Scope of areas needing to be addressed within the update.***
- 2. Understanding of community needs through public outreach.***
- 3. Background research to use as supporting data for comprehensive plan changes.***
- 4. Presentation of final deliverables.***

C. Town agrees to compensate Veridus per the Master Services Agreement. An estimate of the required fee is as follows:

***\$20,000.00***

***Twenty thousand and no/100 dollars***

Compensation for services rendered will be lump sum and invoiced monthly on a percent-complete basis. Full payment of invoices is due within 30 days from invoice date. This work order can be cancelled, with notice, at any time during the project. Reimbursable expenses shall be



compensated as described in our standing Owner's Representation Agreement, unless otherwise noted.

D. Veridus' representatives for this project will be:

- |   |                |
|---|----------------|
| <b>a. Tim Jensen (Principal)</b>          | <b>~10hrs</b>  |
| <b>b. Marlon Webb (Project Executive)</b> | <b>~40hrs</b>  |
| <b>c. Lauren Wahl (Project Manager)</b>   | <b>~80 hrs</b> |

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Work Order upon the terms, conditions, and provisions above stated and in the Prime Agreement the day and year signed by the last required signatory.

TOWN OF CEDAR LAKE, INDIANA

VERIDUS GROUP, INC

By \_\_\_\_\_  
(signature)

Name \_\_\_\_\_  
(print)

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
(signature)

Name Timothy M. Jensen  
(print)

Title President

Date \_\_\_\_\_

By \_\_\_\_\_  
(signature)

Name \_\_\_\_\_  
(print)

Title \_\_\_\_\_

Date \_\_\_\_\_

## LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

Contract # A249-21-LG200359

This Grant Agreement (this “Grant Agreement”), entered into by and between the Indiana Department of Transportation (the “State”) and Town of Cedar Lake, a Local Unit, (the “Grantee”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Purpose of this Grant Agreement; Funding Source.** The purpose of this Grant Agreement is to enable the State to award a Grant of \$393,026.25 (the “Grant”), representing 50% of the eligible costs of the project (the “Project”) described in Attachment A of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 8-23-30 establishing the authority to make this Grant,

### FUNDING SOURCE:

State Funds: Program Title: Local Road and Bridge Matching Grant Fund (I.C. § 8-23-30).

### 2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term “principal” for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

C. The Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) any money the local unit is authorized to use for a local road or bridge project; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy day fund under Ind. Code § 36-1-8-5.1.

D. The Grantee uses an approved transportation asset management plan on file with the State.

### 3. Implementation of and Reporting on the Project.

The Grantee shall implement and complete the Project in accordance with Attachment A and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

**4. Term.** This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written

agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code § 8-23-30.

The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than four (4) months from the date of the award letter, attached hereto as **Attachment B** and incorporated fully herein. If the Grantee fails to procure a contractor by four (4) months from the date of the award letter, the Grantee forfeits the Grant, the grant funds shall not be distributed to the Grantee, but shall be redistributed as all other funds under Indiana Code § 8-23-30.

**5. Grant Funding.** Pursuant to Ind. Code § 8-23-30, the Grantee agrees to the following:

- A. It may use the State funds only for the Project described in **Attachment A**;
- B. If it uses the grant funds for any purpose other than construction of the Project as described in **Attachment A**, the Grantee:
  - i. must immediately repay all grant funds provided to the State; and
  - ii. may not participate in the grant program during the succeeding calendar year.
- C. It shall provide local matching funds equal to not less than **50%** of the estimated project cost;
- D. Disbursement of grant funds will not be made until the Grantee's submission of an accepted/awarded Project Material Bid and/or an executed contract with the contractor;
- E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

**6. Payment of Claims.**

- A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.
- B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of local funds.
- C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
- D. Pursuant to Ind. Code § 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to **50% of the eligible Project costs and not more than \$1 million**. The maximum amount of state funds allocated to the Project is **\$393,026.25**. The Grantee



understands that maximum amount of Local Road and Bridge Grant funds may not exceed more than \$1 million for all qualifying projects the Grantee may have in a calendar year.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

F. Pursuant to Ind. Code § 8-23-30-3, the Grantee's **50%** match shall be paid from one of the identified revenue sources. The remainder of the Project costs greater than the total of the State's grant and the Grantee's **50%** match shall be borne by the Grantee and may be paid how the Grantee chooses. In the interest of clarity and to avoid misunderstanding, the State shall not pay the Grantee for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Grant Agreement.

**7. Project Monitoring by the State.** The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Attachment A**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

**8. Compliance with Audit and Reporting Requirements; Maintenance of Records.**

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. The Grantee shall file the annual financial report required by Ind. Code § 5-11-1-4 in accordance with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources. All grant documentation shall be retained and made available to the State Board of Accounts if and when requested.

D. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State.

Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

E. If for any reason the State finds noncompliance and requires a repayment of state funds previously paid to the Grantee, the Grantee is required to submit such sum or sums within thirty (30) days after receipt of a billing from the State. If the Grantee has not paid the full amount due within sixty (60) calendar days past the due date, the State may proceed in accordance with Ind. Code § 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the Grantee's allocation of the Motor Vehicle Highway Account to the State's Local Road and Bridge Matching Grant Fund account until the amount due has been repaid.

#### **9. Compliance with Laws.**

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1)The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2)The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement

#### **10. Debarment and Suspension.**

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term “principal” for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State’s request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

**11. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**12. Employment Eligibility Verification.** As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**13. Funding Cancellation.** As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated

or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**14. Governing Law.** This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**15. Information Technology Accessibility Standards.** Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

**16. Insurance.** The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

**17. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

**18. Notice to Parties.** Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration  
Attention: Director of LPA/MPO and Grant Administration  
100 North Senate Avenue, Room N758 - Local Programs  
Indianapolis, IN 46204  
E-mail: [indotlpampo@indot.in.gov](mailto:indotlpampo@indot.in.gov)

With a copy to:

Chief Legal Counsel/Deputy Commissioner  
Indiana Department of Transportation  
100 N. Senate Avenue, Room N758  
Indianapolis, IN 46204-2216

- B. Notices to the State regarding project management shall be sent to respective District Office:

Marcia Blansett  
LaPorte District  
315 East Boyd Blvd.  
LaPorte, IN 46350  
Email: mblansett@indot.in.gov

- C. Notices to the Grantee shall be sent to:

Town of Cedar Lake  
ATTN: Randell Niemeyer  
PO Box 707  
CEDAR LAKE, IN 46303  
Email: randy.niemeyer@cedarlakein.org

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

**19. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) this Grant Agreement, (2) Exhibits prepared by the State, (3) Invitation to Apply for Grant; (4) the Grant Application; and (5) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

**20. Public Record.** The Contractor acknowledges that the State will not treat this Grant as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

**21. Termination for Breach.**

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

**22. Termination for Convenience.** Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

**23. Travel.** No expenses for travel will be reimbursed unless specifically authorized by this Grant.

**24. Provision Applicable to Grants with tax-funded State Educational Institutions: “Separateness” of the Parties.** The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

**25. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State’s standard contract clauses (as contained in the *2019 OAG/IDOA Professional Services Contract Manual* or the *2019 SCM Template*) in any way except as follows: Payment of Claims; the Compliance with Audit and Reporting Requirements; Maintenance of Records were modified to include statutory and program requirements.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

### Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof.

Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

### AGREEMENT TO USE ELECTRONIC SIGNATURES

(Applicable to only to Grant Agreements processed through SCM)

In Witness Whereof, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

[Grantee] Town of Cedar Lake

Indiana Department of Transportation

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

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

\_\_\_\_\_  
Name and Title, Printed

\_\_\_\_\_  
(for)  
Joseph McGuinness, Commissioner

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

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

**Approved by:**

Indiana Department of Administration

**Approved by:**

State Budget Agency

By: \_\_\_\_\_ (for)

Lesley A. Crane, Commissioner

By: \_\_\_\_\_ (for)

Zachary Q. Jackson, Director

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

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

**APPROVED as to Form and Legality:**

Office of the Attorney General

By: \_\_\_\_\_ (for)

Curtis T. Hill, Jr., Attorney General

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

**Form approval has been granted by the**

**Office of the Attorney General pursuant to**

**IC 4-13-2-14.3(e) on November 24, 2020**

FA 20-89



This instrument was prepared by the undersigned attorney:

\_\_\_\_\_  
Attorney:

Indiana Department of Transportation  
100 N. Senate Avenue  
Indianapolis, IN 46204

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

**ATTACHMENT A**

**PROJECT DESCRIPTION**

Des No: **2002661**

Program: **Local Roads and Bridges Matching Grants**

Type of Project: **Pavement Replacement**

Location:

Route Name	From	To
W 129TH AV	US-41 (Wicker Avenue)	Parrish Avenue

Application ID: **10230**

A general scope/description of the Project is as follows:

Pavement will be milled from US-41 (Wicker Ave) to Parrish Avenue. Geotechnical borings have shown that some areas of 129th Avenue have as little as 2" of asphalt and several noted subbase failures. The entire roadway will be proofrolled to determine subbase repairs and undercut locations. After subbase repairs, a new and compliant roadway section will be added comprising of 3" HMA binder and 2" HMA surface over a stabilized base. Curb and gutter will be constructed along the eastern extents in the location of two recently completed subdivisions. Drainage improvements will be installed concurrently with the curb and gutter to tie into storm systems already installed as part of the subdivisions. These adjacent storm sewer systems (located within the ROW and easements) were designed to convey runoff from 129th Ave once proper roadway drainage was provided. Installation of roadway storm laterals with the curb and gutter will complete necessary drainage improvements through this section of the corridor. Aging/failing driveway culverts within the ROW will be replaced in areas that will continue to be serviced by swale systems.

**The maximum amount of state funds allocated to the Project is \$393,026.25**

ATTACHMENT B

AWARD LETTER



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue  
Room N758 - Local Programs  
Indianapolis, Indiana 46204

PHONE: (317) 233-3680  
FAX: (317) 234-8365

Eric Holcomb, Governor  
Joe McGuinness, Commissioner

December 08, 2020

Town of Cedar Lake  
Randell Niemeyer  
PO Box 707  
Cedar Lake, IN 46303

RE: Community Crossing Matching Grant Fund 2020-2 Award Letter

Dear Randell Niemeyer:

The Indiana Department of Transportation (INDOT) has completed the review and selection of projects for funding in the 2020-2 Community Crossings Matching Grant Fund Program. Your community has preliminarily been awarded Community Crossings Matching Grant Funds based upon your estimates the following:

Application ID	Preliminary Awarded Amount	Location Priority
10230	\$393,026.25	All
<b>TOTAL</b>	<b>\$393,026.25</b>	

Preliminary award amounts are contingent upon the following:

- INDOT must receive a copy of the fully-executed contract with a contractor or material supplier.
- Contractor/material supply contracts must be submitted no later than four (4) months from the date of this award letter. Failure to meet this date will result in the forfeiture of your funds.
- Local Public Agency (LPA) must sign and return the LPA-INDOT Grant Agreement no later than two (2) months from the date of this award letter. Signatures cannot be over 30 days old once it reaches the INDOT LPA/MPO Division Office located in Indianapolis. Failure to meet this will result in forfeiture of your funds.
- Once all documentation listed above is received, reviewed, and contracts fully executed INDOT will transfer the agreed upon contract amount into your account.

The Community Crossings Matching Grant Funds, which are administered by INDOT, will be used for funding up to 50 percent of the construction of your project or the purchase of materials. These grant dollars will enable you to help build and improve Indiana's infrastructure.

If you have any questions, please contact Marcia Blansett, (219) 325-7564 or [mblansett@indot.in.gov](mailto:mblansett@indot.in.gov).

The state of Indiana looks forward to partnering with all Hoosier communities, both urban and rural, to invest in road and bridge infrastructure projects. Improvement to local roads and bridges will bring about economic development, create jobs, and strengthen local transportation networks for all of Indiana.

Sincerely,

A handwritten signature in blue ink that reads "Kathy Eaton-McKalep".

Director of Local Programs  
Indiana Department of Transportation

## ***SUPPLEMENTARY SIGNATURES***

### TOWN OF CEDAR LAKE

By: \_\_\_\_\_  
Robert Carnahan, Town Council, Ward 1  
Date: December 15, 2020

By: \_\_\_\_\_  
John Foreman, Town Council, Ward 2  
Date: December 15, 2020

By: \_\_\_\_\_  
Julie Rivera, Town Council Vice-President, Ward 3  
Date: December 15, 2020

By: \_\_\_\_\_  
Ralph Miller, Town Council, Ward 4  
Date: December 15, 2020

By: \_\_\_\_\_  
Randy Niemeyer, Town Council President, Ward 5  
Date: December 15, 2020

By: \_\_\_\_\_  
Colleen Schieben, Town Council, Ward 6  
Date: December 15, 2020

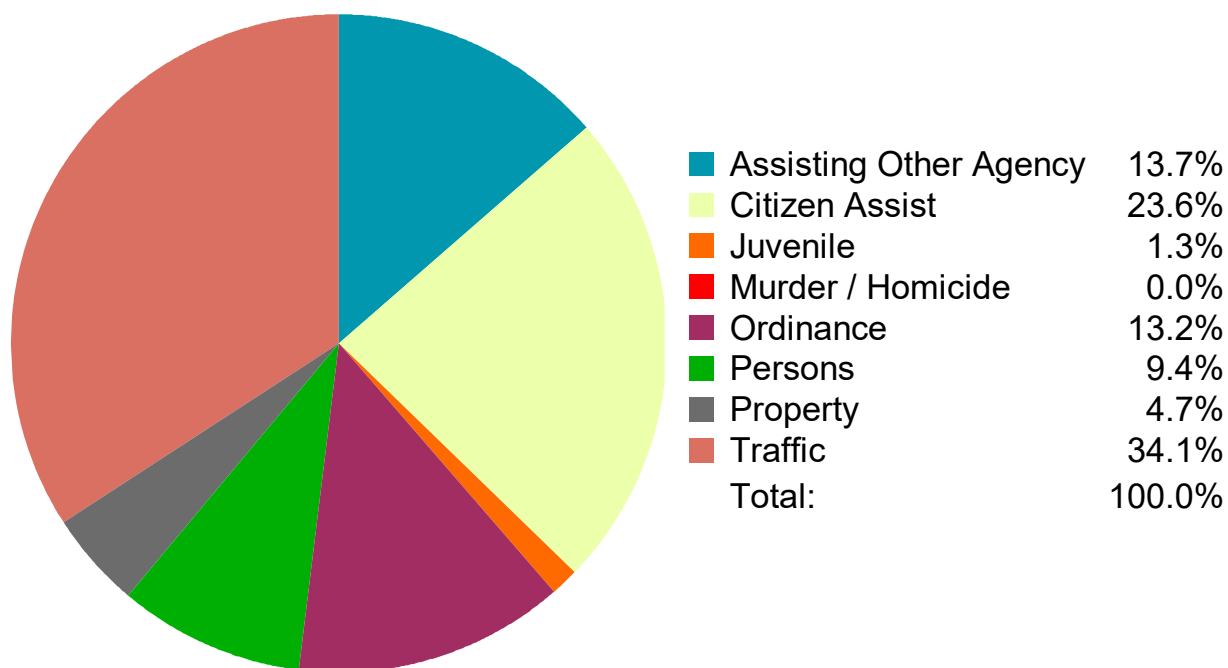
By: \_\_\_\_\_  
Richard Sharpe, Town Council, Ward 7  
Date: December 15, 2020

ATTEST:

By: \_\_\_\_\_  
Jennifer Sandberg, Clerk-Treasurer  
Date: December 15, 2020

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

Incident Type	Month Total	
Incidents Assisting Other Agency (Including Fire and EMS):	93	958
Incidents related to Citizen Assists:	161	2083
Incidents related to Juveniles:	9	103
Incidents related to Murder/Homicide:	0	0
Incidents related to Ordinances:	90	966
Incidents related to Persons:	64	742
Incidents related to Property:	32	369
Incidents related to Traffic:	232	3061
Incidents Not Classified:	0	10
<b>Totals:</b>	<b>681</b>	<b>8292</b>



**CITATION REPORT**  
**November 2020 and Year-To-Date 2020**

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State Violations: 71

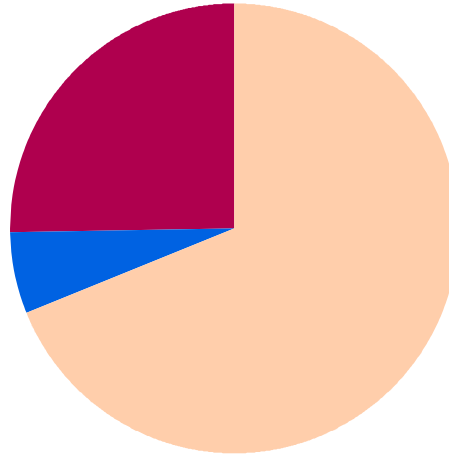
Town Traffic Violations: 6

Town Ordinance Violations: 26

Other Violations: 0

Total for November: 103

Year To Date: 1,428



State Violations	68.9%
Town Traffic Violations	5.8%
Town Ordinance Violations	25.2%
Other Violations	0.0%
Total:	100.0%

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**WARNING REPORT**  
**November 2020 and Year-To-Date 2020**

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State Violations: 119

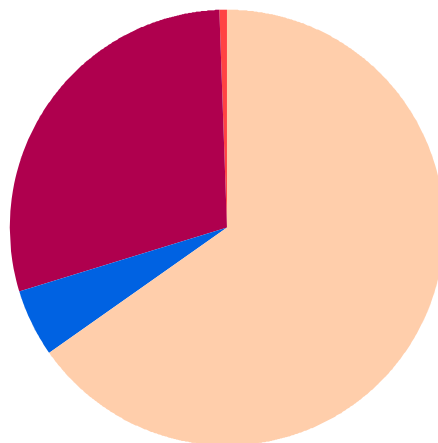
Town Traffic Violations: 9

Town Ordinance Violations: 53

Other Violations: 1

Total for November: 182

Year To Date: 1,919



State Violations	65.4%
Town Traffic Violations	4.9%
Town Ordinance Violations	29.1%
Other Violations	0.5%
Total:	100.0%

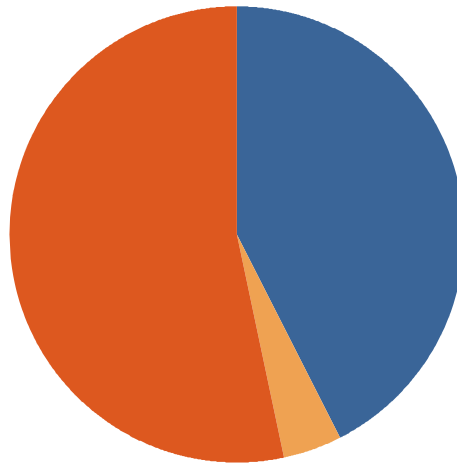
**ARREST REPORT**  
**November 2020 and Year-To-Date 2020**

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**Total Arrests: 23**  
**Total Charges Filed: 73**  
**Misdemeanor: 31**  
**Felony: 3**  
**Infraction: 0**  
**Not Classified /**  
**Warrant: 39**

**Year-To-Date**

**Total Arrests: 251**  
**Total Charges Filed: 442**



■ Misdemeanor	42.5%
■ Felony	4.1%
■ Infraction	0.0%
■ Not Classified	53.4%
<b>Total:</b>	<b>100.0%</b>

# ÉlanCité

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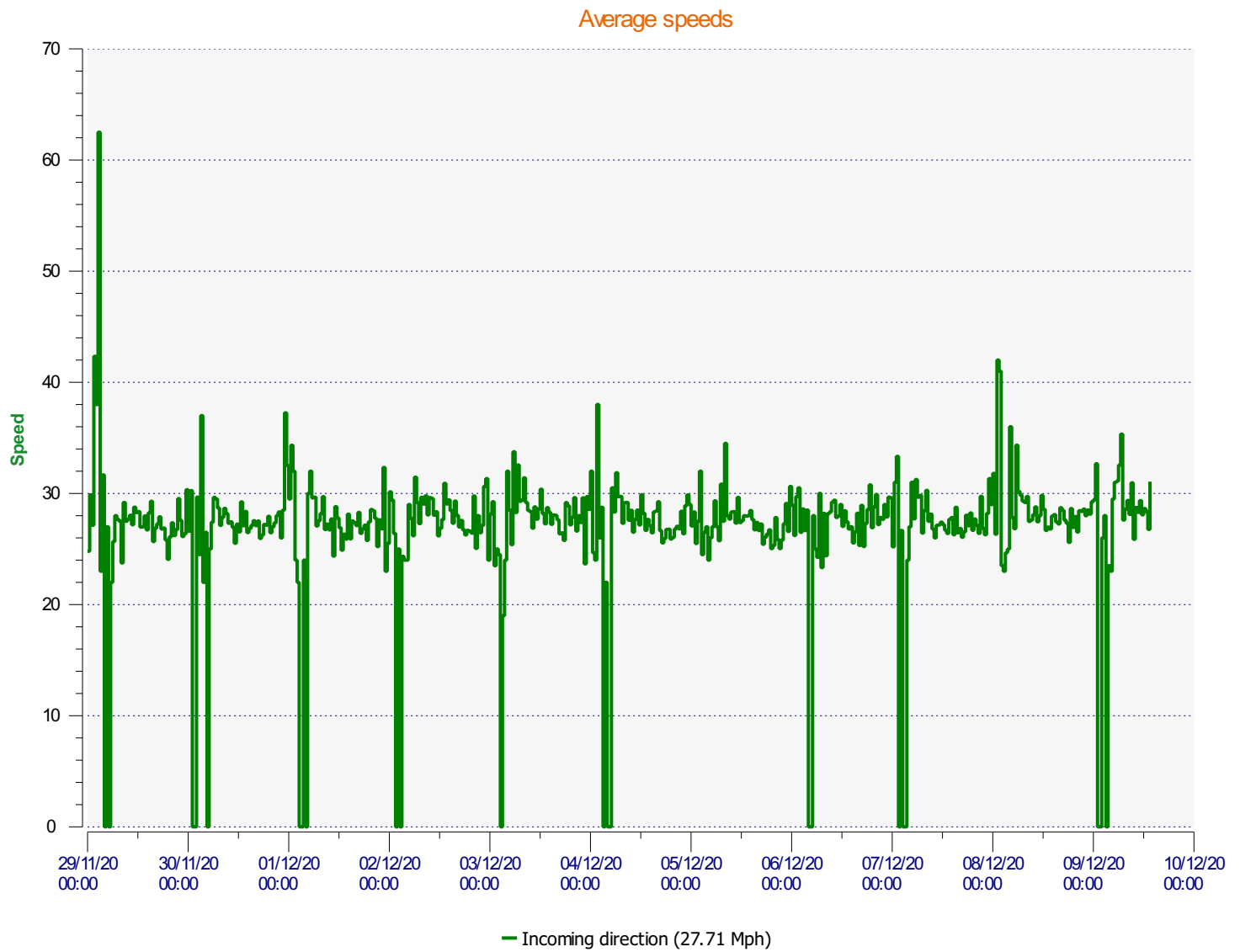
**Start date:** Sunday, November 29, 2020 12:00 AM  
**End date:** Wednesday, December 9, 2020 1:30 PM

**Location:**

**Comments:**

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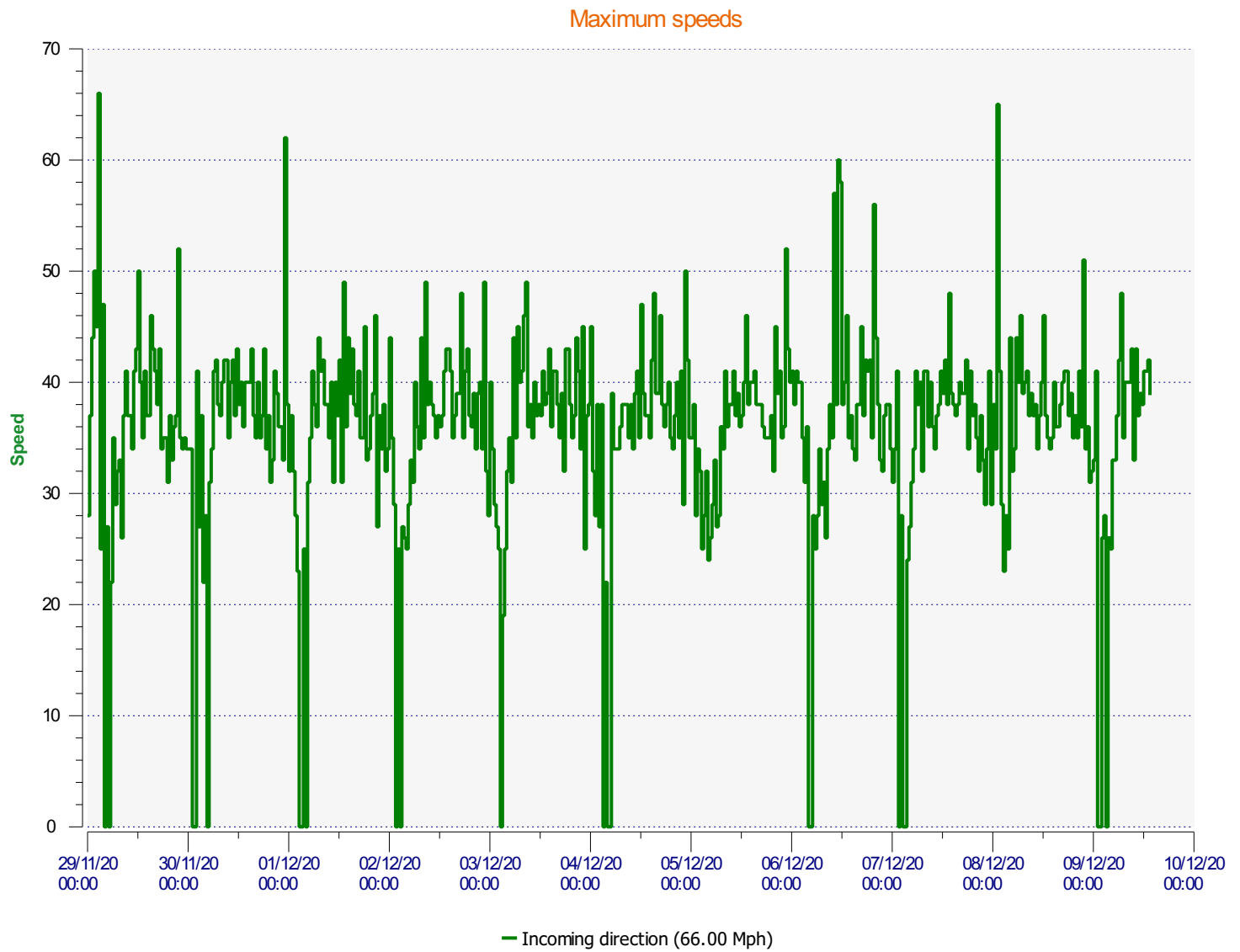




**Start date:** Sunday, November 29, 2020 12:00 AM  
**End date:** Wednesday, December 9, 2020 1:30 PM

**Location:**

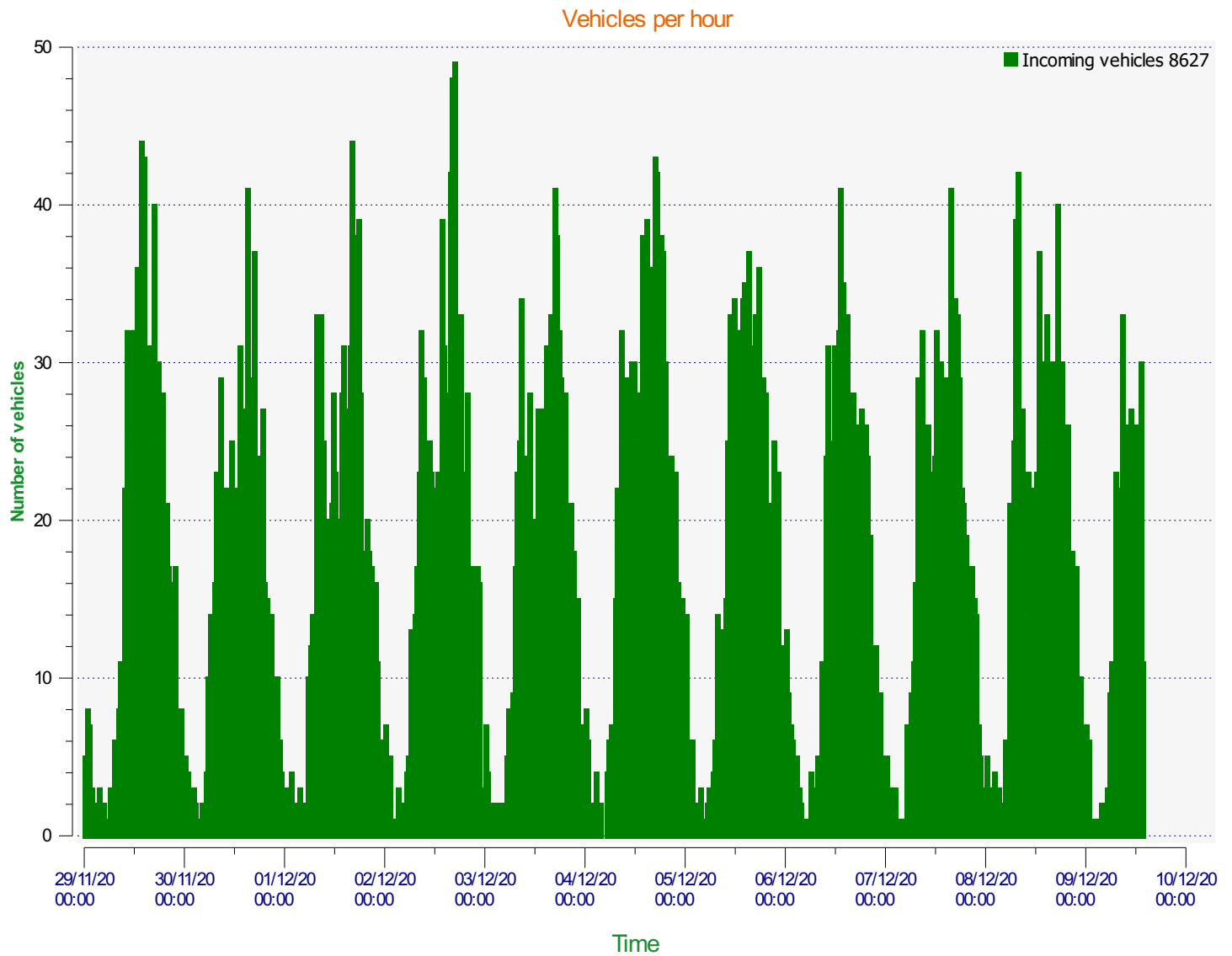
**Comments:**



**Start date:** Sunday, November 29, 2020 12:00 AM  
**End date:** Wednesday, December 9, 2020 1:30 PM

**Location:**

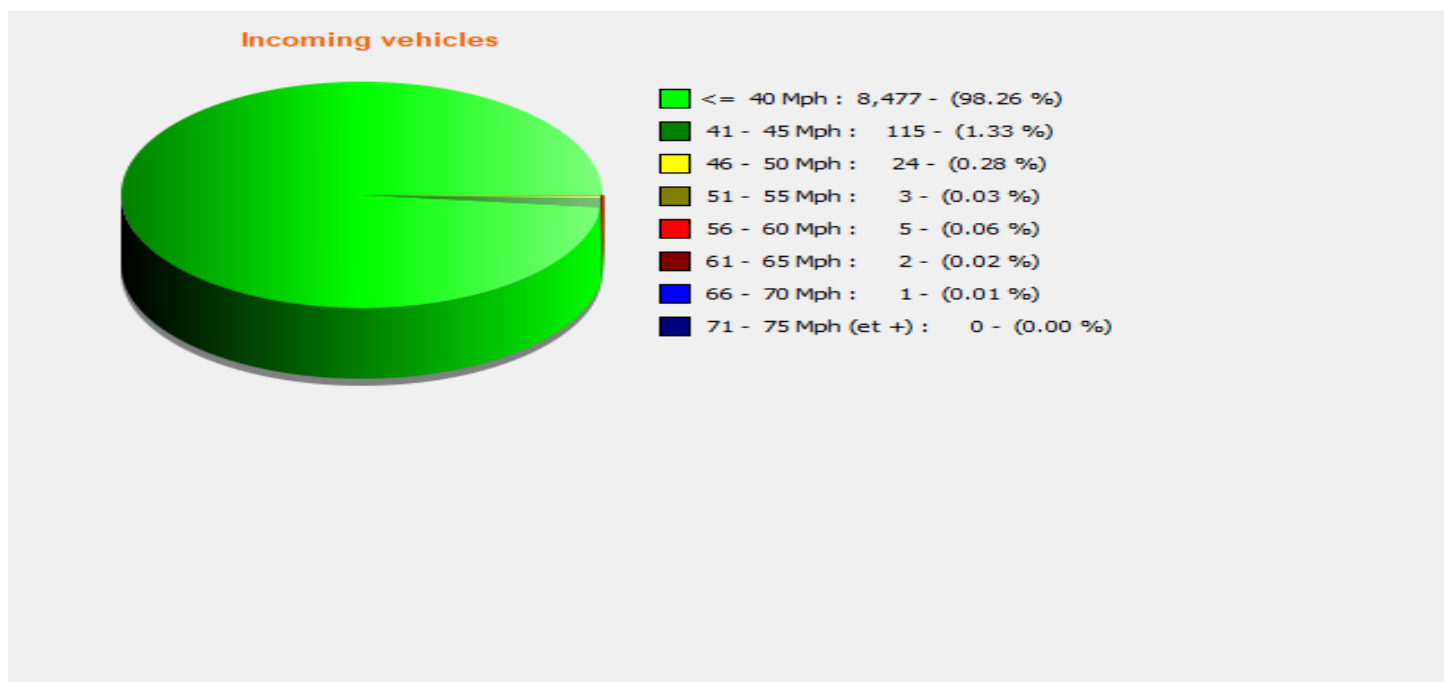
**Comments:**



**Start date:** Sunday, November 29, 2020 12:00 AM  
**End date:** Wednesday, December 9, 2020 1:30 PM

**Location:**

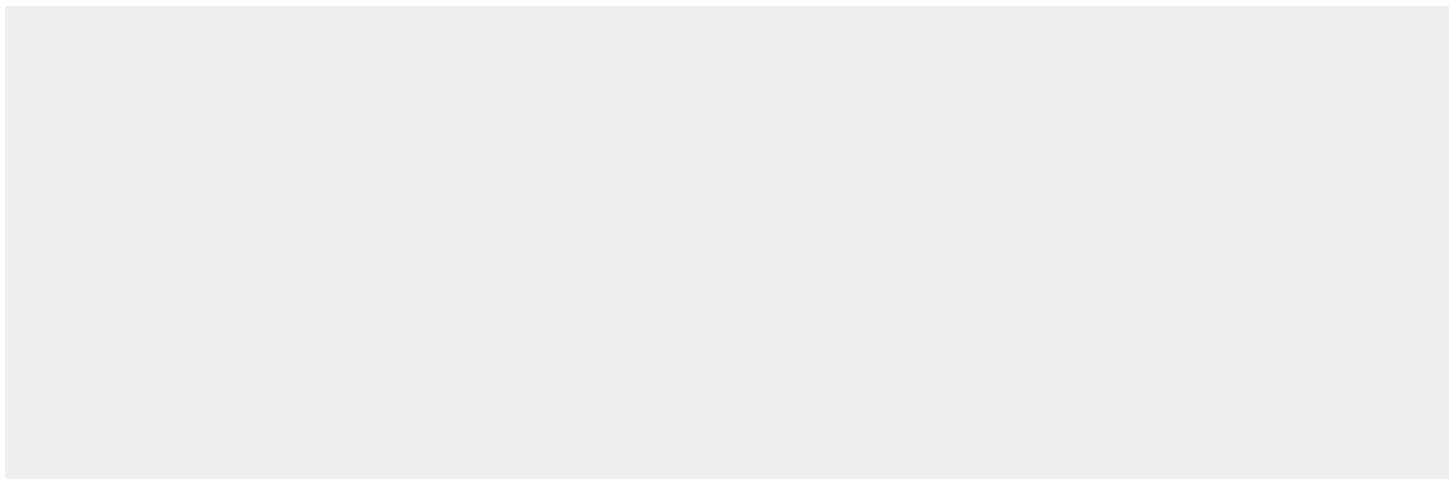
**Comments:**



**Start date:** Sunday, November 29, 2020 12:00 AM  
**End date:** Wednesday, December 9, 2020 1:30 PM

**Location:**

**Comments:**



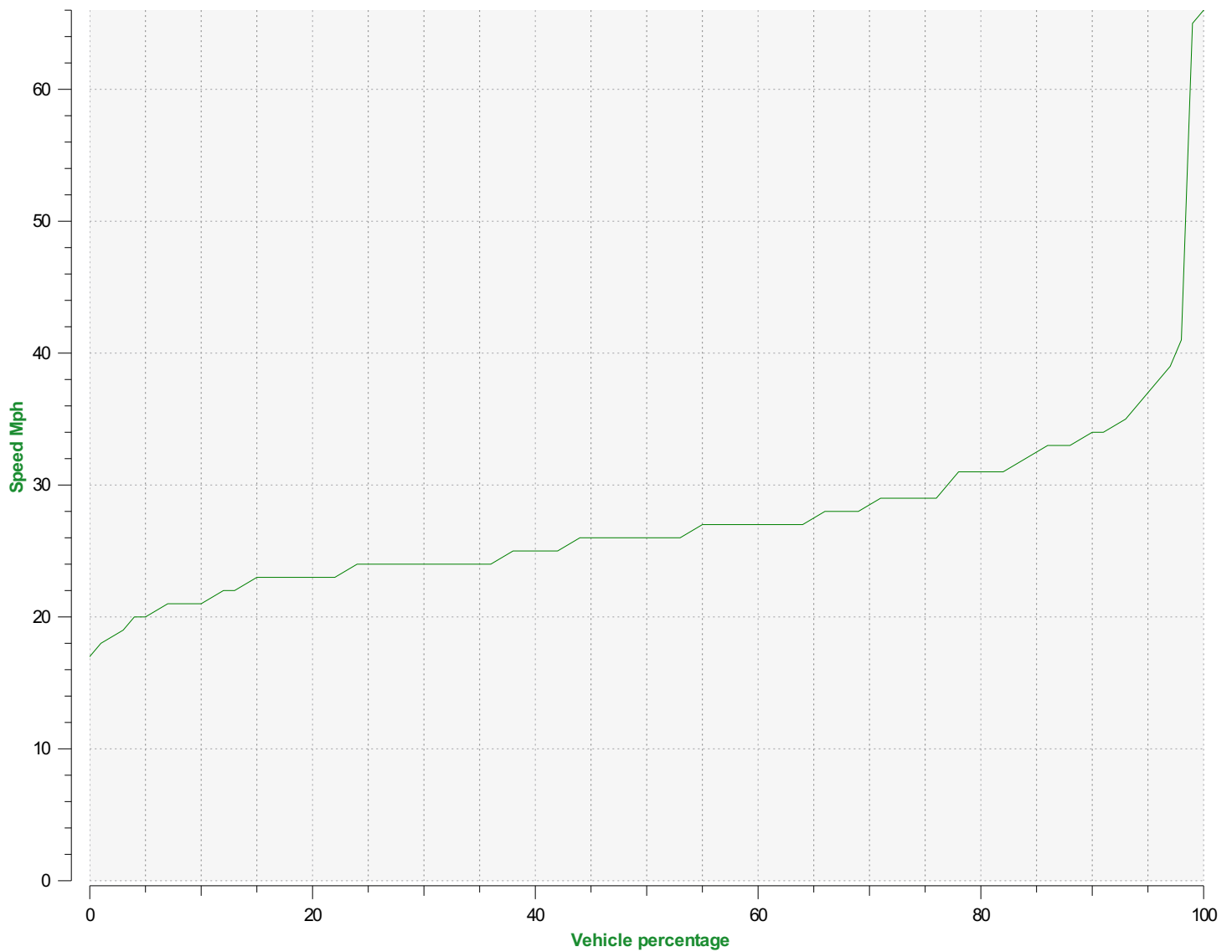
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**Start date:** Sunday, November 29, 2020 12:00 AM  
**End date:** Wednesday, December 9, 2020 1:30 PM

**Location:**

**Comments:**

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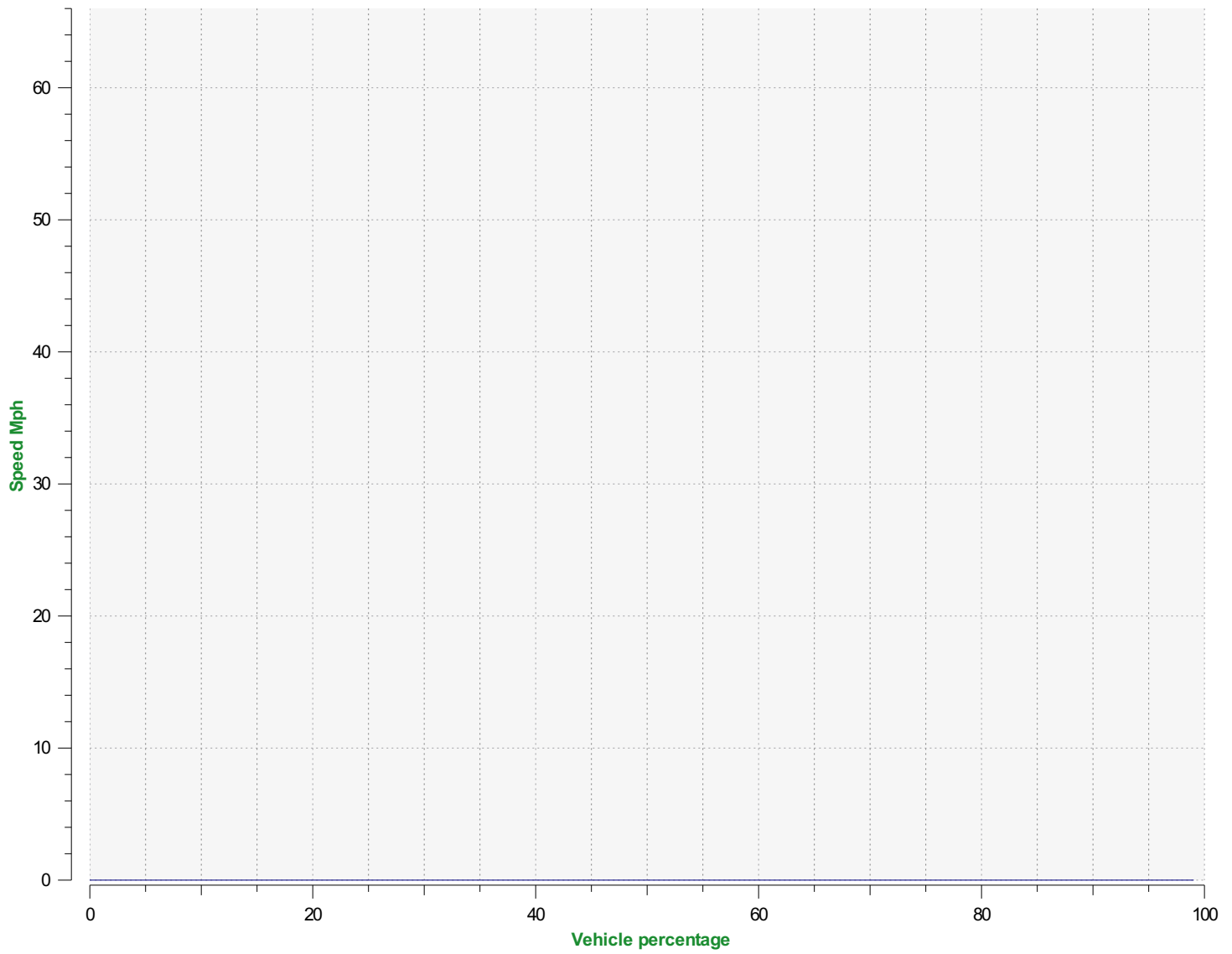
Speed percentiles (incoming)

**V30:** 24.00Mph    **V50:** 26.00Mph    **V85:** 32.00Mph

**Start date:** Sunday, November 29, 2020 12:00 AM  
**End date:** Wednesday, December 9, 2020 1:30 PM

**Location:**

**Comments:**



**Speed percentile(outgoing)**

**V30:** 0.00Mph    **V50:** 0.00Mph    **V85:** 0.00Mph

**Start date:** Sunday, November 29, 2020 12:00 AM  
**End date:** Wednesday, December 9, 2020 1:30 PM

**Location:**

**Comments:**

## Measurements records

Date	Number of measurements	Number of vehicles	Average speed	Maximum speed	Direction
09/12/2020 13:30	11	11	30.91	39.00	Incoming
09/12/2020 13:00	30	30	26.77	42.00	Incoming
09/12/2020 12:30	26	26	28.38	41.00	Incoming
09/12/2020 12:00	22	22	28.64	41.00	Incoming
09/12/2020 11:30	26	26	28.08	38.00	Incoming
09/12/2020 11:00	23	23	29.35	39.00	Incoming
09/12/2020 10:30	27	27	28.30	37.00	Incoming
09/12/2020 10:00	26	26	28.73	43.00	Incoming
09/12/2020 09:30	16	16	25.88	33.00	Incoming
09/12/2020 09:00	22	22	30.95	43.00	Incoming
09/12/2020 08:30	33	33	28.12	40.00	Incoming
09/12/2020 08:00	22	22	29.36	40.00	Incoming
09/12/2020 07:30	21	21	28.57	40.00	Incoming
09/12/2020 07:00	23	23	27.61	35.00	Incoming
09/12/2020 06:30	9	9	35.33	48.00	Incoming
09/12/2020 06:00	11	11	32.55	42.00	Incoming
09/12/2020 05:30	9	9	31.11	37.00	Incoming
09/12/2020 05:00	3	3	31.00	33.00	Incoming
09/12/2020 04:30	2	2	29.50	33.00	Incoming
09/12/2020 04:00	2	2	23.00	25.00	Incoming
09/12/2020 03:30	2	2	23.50	26.00	Incoming
09/12/2020 02:30	1	1	28.00	28.00	Incoming
09/12/2020 02:00	1	1	26.00	26.00	Incoming
09/12/2020 00:30	6	6	32.67	41.00	Incoming
09/12/2020 00:00	7	7	29.43	33.00	Incoming
08/12/2020 23:30	4	4	29.25	32.00	Incoming
08/12/2020 23:00	7	7	28.14	31.00	Incoming
08/12/2020 22:30	10	10	28.50	36.00	Incoming
08/12/2020 22:00	8	8	28.00	34.00	Incoming
08/12/2020 21:30	17	17	28.59	51.00	Incoming
08/12/2020 21:00	13	13	28.38	36.00	Incoming
08/12/2020 20:30	18	18	28.44	41.00	Incoming
08/12/2020 20:00	15	15	26.53	35.00	Incoming
08/12/2020 19:30	26	26	27.92	37.00	Incoming
08/12/2020 19:00	18	18	26.94	35.00	Incoming
08/12/2020 18:30	22	22	28.64	39.00	Incoming
08/12/2020 18:00	30	30	25.60	37.00	Incoming
08/12/2020 17:30	22	22	27.32	41.00	Incoming
08/12/2020 17:00	40	40	27.60	41.00	Incoming
08/12/2020 16:30	30	30	28.47	40.00	Incoming
08/12/2020 16:00	28	28	28.71	38.00	Incoming
08/12/2020 15:30	27	27	27.26	36.00	Incoming
08/12/2020 15:00	30	30	27.43	36.00	Incoming
08/12/2020 14:30	33	33	28.09	40.00	Incoming
08/12/2020 14:00	24	24	27.96	35.00	Incoming
08/12/2020 13:30	25	25	26.80	34.00	Incoming
08/12/2020 13:00	30	30	26.97	35.00	Incoming
08/12/2020 12:30	37	37	26.68	37.00	Incoming
08/12/2020 12:00	23	23	28.57	46.00	Incoming
08/12/2020 11:30	17	17	29.82	40.00	Incoming



## Measurements records

Date	Number of measurements	Number of vehicles	Average speed	Maximum speed	Direction
08/12/2020 11:00	22	22	28.00	37.00	Incoming
08/12/2020 10:30	22	22	27.45	34.00	Incoming
08/12/2020 10:00	23	23	28.78	38.00	Incoming
08/12/2020 09:30	14	14	28.07	37.00	Incoming
08/12/2020 09:00	20	20	27.60	39.00	Incoming
08/12/2020 08:30	27	27	27.48	37.00	Incoming
08/12/2020 08:00	18	18	29.72	41.00	Incoming
08/12/2020 07:30	42	42	29.19	40.00	Incoming
08/12/2020 07:00	39	39	29.31	39.00	Incoming
08/12/2020 06:30	25	25	29.84	46.00	Incoming
08/12/2020 06:00	17	17	30.18	40.00	Incoming
08/12/2020 05:30	21	21	34.33	44.00	Incoming
08/12/2020 05:00	6	6	26.83	34.00	Incoming
08/12/2020 04:30	6	6	27.83	32.00	Incoming
08/12/2020 04:00	2	2	36.00	44.00	Incoming
08/12/2020 03:30	1	1	25.00	25.00	Incoming
08/12/2020 03:00	3	3	24.67	28.00	Incoming
08/12/2020 02:30	1	1	23.00	23.00	Incoming
08/12/2020 02:00	4	4	23.50	29.00	Incoming
08/12/2020 01:30	1	1	41.00	41.00	Incoming
08/12/2020 01:00	3	3	42.00	65.00	Incoming
08/12/2020 00:30	3	3	26.33	34.00	Incoming
08/12/2020 00:00	5	5	31.80	38.00	Incoming
07/12/2020 23:30	1	1	29.00	29.00	Incoming
07/12/2020 23:00	3	3	31.33	41.00	Incoming
07/12/2020 22:30	5	5	28.20	34.00	Incoming
07/12/2020 22:00	7	7	26.29	29.00	Incoming
07/12/2020 21:30	14	14	26.86	33.00	Incoming
07/12/2020 21:00	15	15	29.73	37.00	Incoming
07/12/2020 20:30	17	17	26.41	32.00	Incoming
07/12/2020 20:00	17	17	27.12	35.00	Incoming
07/12/2020 19:30	13	13	27.69	38.00	Incoming
07/12/2020 19:00	19	19	26.68	37.00	Incoming
07/12/2020 18:30	21	21	28.24	41.00	Incoming
07/12/2020 18:00	22	22	27.09	34.00	Incoming
07/12/2020 17:30	29	29	28.03	42.00	Incoming
07/12/2020 17:00	33	33	26.55	39.00	Incoming
07/12/2020 16:30	34	34	26.06	39.00	Incoming
07/12/2020 16:00	33	33	26.85	40.00	Incoming
07/12/2020 15:30	41	41	26.46	38.00	Incoming
07/12/2020 15:00	28	28	28.75	37.00	Incoming
07/12/2020 14:30	24	24	26.29	38.00	Incoming
07/12/2020 14:00	29	29	27.83	39.00	Incoming
07/12/2020 13:30	27	27	27.67	48.00	Incoming
07/12/2020 13:00	30	30	26.40	38.00	Incoming
07/12/2020 12:30	27	27	26.70	42.00	Incoming
07/12/2020 12:00	32	32	27.19	39.00	Incoming
07/12/2020 11:30	24	24	27.42	41.00	Incoming
07/12/2020 11:00	23	23	27.17	38.00	Incoming
07/12/2020 10:30	22	22	27.14	37.00	Incoming

## Measurements records

Date	Number of measurements	Number of vehicles	Average speed	Maximum speed	Direction
07/12/2020 10:00	26	26	26.00	34.00	Incoming
07/12/2020 09:30	20	20	26.80	36.00	Incoming
07/12/2020 09:00	22	22	28.14	40.00	Incoming
07/12/2020 08:30	32	32	27.50	36.00	Incoming
07/12/2020 08:00	15	15	30.27	41.00	Incoming
07/12/2020 07:30	29	29	28.45	41.00	Incoming
07/12/2020 07:00	16	16	26.44	32.00	Incoming
07/12/2020 06:30	11	11	29.82	40.00	Incoming
07/12/2020 06:00	9	9	29.67	38.00	Incoming
07/12/2020 05:30	4	4	31.25	41.00	Incoming
07/12/2020 05:00	7	7	27.71	34.00	Incoming
07/12/2020 04:30	1	1	31.00	31.00	Incoming
07/12/2020 04:00	1	1	27.00	27.00	Incoming
07/12/2020 03:30	1	1	24.00	24.00	Incoming
07/12/2020 02:00	3	3	26.67	28.00	Incoming
07/12/2020 01:00	3	3	33.33	41.00	Incoming
07/12/2020 00:30	3	3	31.00	34.00	Incoming
07/12/2020 00:00	5	5	25.20	31.00	Incoming
06/12/2020 23:30	5	5	29.60	34.00	Incoming
06/12/2020 23:00	3	3	29.67	38.00	Incoming
06/12/2020 22:30	9	9	27.89	38.00	Incoming
06/12/2020 22:00	4	4	29.00	37.00	Incoming
06/12/2020 21:30	12	12	27.67	32.00	Incoming
06/12/2020 21:00	6	6	27.83	33.00	Incoming
06/12/2020 20:30	10	10	27.20	38.00	Incoming
06/12/2020 20:00	19	19	29.89	44.00	Incoming
06/12/2020 19:30	24	24	28.79	56.00	Incoming
06/12/2020 19:00	26	26	26.92	35.00	Incoming
06/12/2020 18:30	17	17	30.76	42.00	Incoming
06/12/2020 18:00	27	27	28.56	41.00	Incoming
06/12/2020 17:30	23	23	27.30	42.00	Incoming
06/12/2020 17:00	26	26	25.23	37.00	Incoming
06/12/2020 16:30	26	26	28.92	45.00	Incoming
06/12/2020 16:00	28	28	25.32	38.00	Incoming
06/12/2020 15:30	28	28	28.21	38.00	Incoming
06/12/2020 15:00	17	17	26.53	33.00	Incoming
06/12/2020 14:30	33	33	25.55	34.00	Incoming
06/12/2020 14:00	29	29	27.00	37.00	Incoming
06/12/2020 13:30	35	35	26.80	35.00	Incoming
06/12/2020 13:00	41	41	27.44	46.00	Incoming
06/12/2020 12:30	32	32	28.44	40.00	Incoming
06/12/2020 12:00	28	28	27.04	38.00	Incoming
06/12/2020 11:30	31	31	29.00	58.00	Incoming
06/12/2020 11:00	25	25	27.96	60.00	Incoming
06/12/2020 10:30	19	19	27.84	38.00	Incoming
06/12/2020 10:00	31	31	29.39	57.00	Incoming
06/12/2020 09:30	24	24	29.21	35.00	Incoming
06/12/2020 09:00	9	9	28.33	38.00	Incoming
06/12/2020 08:30	11	11	28.18	34.00	Incoming
06/12/2020 08:00	5	5	24.40	26.00	Incoming

## Measurements records

Date	Number of measurements	Number of vehicles	Average speed	Maximum speed	Direction
06/12/2020 07:30	5	5	28.20	31.00	Incoming
06/12/2020 07:00	3	3	23.33	29.00	Incoming
06/12/2020 06:30	2	2	30.00	34.00	Incoming
06/12/2020 06:00	4	4	24.25	28.00	Incoming
06/12/2020 05:30	1	1	25.00	25.00	Incoming
06/12/2020 05:00	1	1	28.00	28.00	Incoming
06/12/2020 03:30	2	2	28.50	36.00	Incoming
06/12/2020 03:00	3	3	26.67	31.00	Incoming
06/12/2020 02:30	5	5	28.60	35.00	Incoming
06/12/2020 02:00	4	4	26.50	40.00	Incoming
06/12/2020 01:30	6	6	30.50	40.00	Incoming
06/12/2020 01:00	7	7	29.71	41.00	Incoming
06/12/2020 00:30	9	9	26.22	38.00	Incoming
06/12/2020 00:00	13	13	28.92	41.00	Incoming
05/12/2020 23:30	8	8	30.62	40.00	Incoming
05/12/2020 23:00	12	12	26.58	43.00	Incoming
05/12/2020 22:30	11	11	29.09	52.00	Incoming
05/12/2020 22:00	23	23	27.26	36.00	Incoming
05/12/2020 21:30	15	15	25.80	35.00	Incoming
05/12/2020 21:00	25	25	25.04	41.00	Incoming
05/12/2020 20:30	21	21	25.86	39.00	Incoming
05/12/2020 20:00	17	17	27.82	45.00	Incoming
05/12/2020 19:30	19	19	25.32	32.00	Incoming
05/12/2020 19:00	28	28	25.04	37.00	Incoming
05/12/2020 18:30	29	29	26.72	35.00	Incoming
05/12/2020 18:00	26	26	26.35	35.00	Incoming
05/12/2020 17:30	36	36	26.06	35.00	Incoming
05/12/2020 17:00	28	28	25.43	36.00	Incoming
05/12/2020 16:30	33	33	27.24	38.00	Incoming
05/12/2020 16:00	30	30	26.67	38.00	Incoming
05/12/2020 15:30	31	31	27.39	38.00	Incoming
05/12/2020 15:00	37	37	26.73	41.00	Incoming
05/12/2020 14:30	31	31	27.65	40.00	Incoming
05/12/2020 14:00	35	35	28.46	40.00	Incoming
05/12/2020 13:30	34	34	28.00	38.00	Incoming
05/12/2020 13:00	32	32	27.97	46.00	Incoming
05/12/2020 12:30	32	32	28.00	40.00	Incoming
05/12/2020 12:00	27	27	27.56	37.00	Incoming
05/12/2020 11:30	34	34	27.38	36.00	Incoming
05/12/2020 11:00	25	25	29.64	39.00	Incoming
05/12/2020 10:30	33	33	27.33	37.00	Incoming
05/12/2020 10:00	25	25	28.36	41.00	Incoming
05/12/2020 09:30	15	15	28.33	38.00	Incoming
05/12/2020 09:00	13	13	27.69	38.00	Incoming
05/12/2020 08:30	11	11	28.00	36.00	Incoming
05/12/2020 08:00	6	6	34.50	41.00	Incoming
05/12/2020 07:30	14	14	27.50	34.00	Incoming
05/12/2020 07:00	6	6	30.83	36.00	Incoming
05/12/2020 06:30	4	4	25.75	28.00	Incoming
05/12/2020 06:00	2	2	27.00	27.00	Incoming

## Measurements records

Date	Number of measurements	Number of vehicles	Average speed	Maximum speed	Direction
05/12/2020 05:30	3	3	29.33	33.00	Incoming
05/12/2020 05:00	2	2	27.00	29.00	Incoming
05/12/2020 04:30	1	1	26.00	26.00	Incoming
05/12/2020 04:00	1	1	24.00	24.00	Incoming
05/12/2020 03:30	3	3	27.00	32.00	Incoming
05/12/2020 03:00	2	2	26.50	28.00	Incoming
05/12/2020 02:30	2	2	24.50	25.00	Incoming
05/12/2020 02:00	1	1	32.00	32.00	Incoming
05/12/2020 01:30	6	6	27.50	34.00	Incoming
05/12/2020 01:00	2	2	25.50	28.00	Incoming
05/12/2020 00:30	6	6	28.33	38.00	Incoming
05/12/2020 00:00	14	14	27.07	35.00	Incoming
04/12/2020 23:30	6	6	29.00	35.00	Incoming
04/12/2020 23:00	15	15	29.87	42.00	Incoming
04/12/2020 22:30	10	10	28.90	50.00	Incoming
04/12/2020 22:00	16	16	26.38	29.00	Incoming
04/12/2020 21:30	23	23	28.39	41.00	Incoming
04/12/2020 21:00	16	16	26.81	35.00	Incoming
04/12/2020 20:30	24	24	27.04	40.00	Incoming
04/12/2020 20:00	19	19	26.79	37.00	Incoming
04/12/2020 19:30	24	24	26.04	34.00	Incoming
04/12/2020 19:00	30	30	25.90	35.00	Incoming
04/12/2020 18:30	37	37	26.78	40.00	Incoming
04/12/2020 18:00	38	38	26.76	38.00	Incoming
04/12/2020 17:30	35	35	25.94	36.00	Incoming
04/12/2020 17:00	42	42	25.55	38.00	Incoming
04/12/2020 16:30	43	43	26.65	46.00	Incoming
04/12/2020 16:00	36	36	29.25	39.00	Incoming
04/12/2020 15:30	28	28	28.43	39.00	Incoming
04/12/2020 15:00	36	36	28.33	48.00	Incoming
04/12/2020 14:30	39	39	26.46	42.00	Incoming
04/12/2020 14:00	38	38	27.11	35.00	Incoming
04/12/2020 13:30	38	38	27.66	37.00	Incoming
04/12/2020 13:00	28	28	26.68	37.00	Incoming
04/12/2020 12:30	25	25	28.20	39.00	Incoming
04/12/2020 12:00	25	25	29.88	47.00	Incoming
04/12/2020 11:30	30	30	27.17	35.00	Incoming
04/12/2020 11:00	30	30	28.50	41.00	Incoming
04/12/2020 10:30	24	24	27.67	39.00	Incoming
04/12/2020 10:00	29	29	26.52	34.00	Incoming
04/12/2020 09:30	25	25	28.48	38.00	Incoming
04/12/2020 09:00	24	24	27.58	35.00	Incoming
04/12/2020 08:30	32	32	29.19	38.00	Incoming
04/12/2020 08:00	18	18	29.17	38.00	Incoming
04/12/2020 07:30	22	22	27.32	38.00	Incoming
04/12/2020 07:00	15	15	29.73	36.00	Incoming
04/12/2020 06:30	7	7	29.71	34.00	Incoming
04/12/2020 06:00	7	7	31.86	34.00	Incoming
04/12/2020 05:30	6	6	28.33	34.00	Incoming
04/12/2020 05:00	4	4	30.50	39.00	Incoming

## Measurements records

Date	Number of measurements	Number of vehicles	Average speed	Maximum speed	Direction
04/12/2020 03:30	2	2	22.00	22.00	Incoming
04/12/2020 02:30	4	4	28.75	38.00	Incoming
04/12/2020 02:00	2	2	26.00	27.00	Incoming
04/12/2020 01:30	1	1	38.00	38.00	Incoming
04/12/2020 01:00	2	2	24.00	28.00	Incoming
04/12/2020 00:30	6	6	24.67	32.00	Incoming
04/12/2020 00:00	8	8	32.00	45.00	Incoming
03/12/2020 23:30	7	7	28.57	38.00	Incoming
03/12/2020 23:00	7	7	29.71	37.00	Incoming
03/12/2020 22:30	3	3	23.67	25.00	Incoming
03/12/2020 22:00	15	15	29.60	45.00	Incoming
03/12/2020 21:30	13	13	27.38	34.00	Incoming
03/12/2020 21:00	18	18	28.00	41.00	Incoming
03/12/2020 20:30	21	21	26.62	44.00	Incoming
03/12/2020 20:00	13	13	29.62	37.00	Incoming
03/12/2020 19:30	19	19	27.84	35.00	Incoming
03/12/2020 19:00	28	28	27.18	38.00	Incoming
03/12/2020 18:30	25	25	28.88	43.00	Incoming
03/12/2020 18:00	29	29	29.17	43.00	Incoming
03/12/2020 17:30	32	32	25.78	32.00	Incoming
03/12/2020 17:00	38	38	26.45	39.00	Incoming
03/12/2020 16:30	41	41	26.37	35.00	Incoming
03/12/2020 16:00	30	30	27.63	38.00	Incoming
03/12/2020 15:30	33	33	28.03	41.00	Incoming
03/12/2020 15:00	31	31	28.06	41.00	Incoming
03/12/2020 14:30	31	31	27.23	36.00	Incoming
03/12/2020 14:00	27	27	28.30	43.00	Incoming
03/12/2020 13:30	21	21	28.71	39.00	Incoming
03/12/2020 13:00	26	26	27.27	38.00	Incoming
03/12/2020 12:30	27	27	28.19	41.00	Incoming
03/12/2020 12:00	16	16	30.38	37.00	Incoming
03/12/2020 11:30	20	20	28.60	38.00	Incoming
03/12/2020 11:00	16	16	27.69	37.00	Incoming
03/12/2020 10:30	28	28	28.79	40.00	Incoming
03/12/2020 10:00	24	24	26.88	35.00	Incoming
03/12/2020 09:30	11	11	28.36	38.00	Incoming
03/12/2020 09:00	19	19	28.47	36.00	Incoming
03/12/2020 08:30	34	34	29.18	49.00	Incoming
03/12/2020 08:00	25	25	31.40	46.00	Incoming
03/12/2020 07:30	23	23	29.39	41.00	Incoming
03/12/2020 07:00	17	17	29.29	40.00	Incoming
03/12/2020 06:30	9	9	32.56	45.00	Incoming
03/12/2020 06:00	7	7	28.29	35.00	Incoming
03/12/2020 05:30	8	8	33.75	44.00	Incoming
03/12/2020 05:00	5	5	25.40	31.00	Incoming
03/12/2020 04:30	2	2	28.50	35.00	Incoming
03/12/2020 04:00	1	1	32.00	32.00	Incoming
03/12/2020 03:30	2	2	24.00	25.00	Incoming
03/12/2020 03:00	1	1	19.00	19.00	Incoming
03/12/2020 02:00	2	2	24.50	25.00	Incoming

## Measurements records

Date	Number of measurements	Number of vehicles	Average speed	Maximum speed	Direction
03/12/2020 01:30	2	2	25.00	27.00	Incoming
03/12/2020 01:00	2	2	23.50	29.00	Incoming
03/12/2020 00:30	4	4	29.25	34.00	Incoming
03/12/2020 00:00	7	7	28.14	40.00	Incoming
02/12/2020 23:30	3	3	24.00	28.00	Incoming
02/12/2020 23:00	3	3	31.33	32.00	Incoming
02/12/2020 22:30	16	16	30.62	49.00	Incoming
02/12/2020 22:00	17	17	27.12	34.00	Incoming
02/12/2020 21:30	15	15	26.47	40.00	Incoming
02/12/2020 21:00	13	13	28.00	39.00	Incoming
02/12/2020 20:30	17	17	25.06	34.00	Incoming
02/12/2020 20:00	13	13	29.77	39.00	Incoming
02/12/2020 19:30	28	28	26.43	36.00	Incoming
02/12/2020 19:00	23	23	26.61	37.00	Incoming
02/12/2020 18:30	22	22	26.68	43.00	Incoming
02/12/2020 18:00	33	33	26.27	41.00	Incoming
02/12/2020 17:30	33	33	26.73	35.00	Incoming
02/12/2020 17:00	30	30	27.57	48.00	Incoming
02/12/2020 16:30	49	49	26.98	39.00	Incoming
02/12/2020 16:00	48	48	28.02	39.00	Incoming
02/12/2020 15:30	42	42	29.31	37.00	Incoming
02/12/2020 15:00	28	28	27.32	35.00	Incoming
02/12/2020 14:30	24	24	28.46	41.00	Incoming
02/12/2020 14:00	31	31	29.42	43.00	Incoming
02/12/2020 13:30	39	39	29.05	43.00	Incoming
02/12/2020 13:00	21	21	30.90	41.00	Incoming
02/12/2020 12:30	23	23	27.65	37.00	Incoming
02/12/2020 12:00	22	22	26.86	36.00	Incoming
02/12/2020 11:30	16	16	26.19	37.00	Incoming
02/12/2020 11:00	23	23	28.35	35.00	Incoming
02/12/2020 10:30	25	25	28.04	37.00	Incoming
02/12/2020 10:00	24	24	29.54	38.00	Incoming
02/12/2020 09:30	16	16	29.62	40.00	Incoming
02/12/2020 09:00	29	29	28.07	38.00	Incoming
02/12/2020 08:30	32	32	29.78	49.00	Incoming
02/12/2020 08:00	23	23	29.04	35.00	Incoming
02/12/2020 07:30	17	17	29.65	44.00	Incoming
02/12/2020 07:00	14	14	27.29	34.00	Incoming
02/12/2020 06:30	11	11	29.18	36.00	Incoming
02/12/2020 06:00	13	13	31.46	40.00	Incoming
02/12/2020 05:30	5	5	26.20	31.00	Incoming
02/12/2020 05:00	4	4	27.75	33.00	Incoming
02/12/2020 04:30	1	1	29.00	29.00	Incoming
02/12/2020 04:00	2	2	24.00	25.00	Incoming
02/12/2020 03:30	2	2	24.00	26.00	Incoming
02/12/2020 03:00	3	3	24.33	27.00	Incoming
02/12/2020 02:00	1	1	25.00	25.00	Incoming
02/12/2020 01:00	5	5	26.40	29.00	Incoming
02/12/2020 00:30	5	5	29.40	35.00	Incoming
02/12/2020 00:00	7	7	30.14	44.00	Incoming

## Measurements records

Date	Number of measurements	Number of vehicles	Average speed	Maximum speed	Direction
01/12/2020 23:30	4	4	25.50	34.00	Incoming
01/12/2020 23:00	5	5	23.00	32.00	Incoming
01/12/2020 22:30	6	6	32.33	38.00	Incoming
01/12/2020 22:00	11	11	26.82	34.00	Incoming
01/12/2020 21:30	16	16	27.62	37.00	Incoming
01/12/2020 21:00	9	9	25.22	27.00	Incoming
01/12/2020 20:30	17	17	27.76	46.00	Incoming
01/12/2020 20:00	18	18	28.44	39.00	Incoming
01/12/2020 19:30	20	20	28.55	37.00	Incoming
01/12/2020 19:00	16	16	27.44	34.00	Incoming
01/12/2020 18:30	18	18	25.78	33.00	Incoming
01/12/2020 18:00	28	28	27.14	45.00	Incoming
01/12/2020 17:30	39	39	26.79	35.00	Incoming
01/12/2020 17:00	34	34	26.41	35.00	Incoming
01/12/2020 16:30	38	38	28.29	41.00	Incoming
01/12/2020 16:00	44	44	27.11	37.00	Incoming
01/12/2020 15:30	31	31	27.35	38.00	Incoming
01/12/2020 15:00	27	27	27.52	43.00	Incoming
01/12/2020 14:30	24	24	25.92	39.00	Incoming
01/12/2020 14:00	31	31	28.13	44.00	Incoming
01/12/2020 13:30	28	28	25.89	36.00	Incoming
01/12/2020 13:00	18	18	26.33	49.00	Incoming
01/12/2020 12:30	20	20	24.90	31.00	Incoming
01/12/2020 12:00	23	23	26.91	42.00	Incoming
01/12/2020 11:30	28	28	27.79	37.00	Incoming
01/12/2020 11:00	21	21	28.81	40.00	Incoming
01/12/2020 10:30	19	19	24.37	31.00	Incoming
01/12/2020 10:00	20	20	27.70	40.00	Incoming
01/12/2020 09:30	18	18	26.72	35.00	Incoming
01/12/2020 09:00	25	25	27.24	38.00	Incoming
01/12/2020 08:30	33	33	26.76	38.00	Incoming
01/12/2020 08:00	17	17	29.71	42.00	Incoming
01/12/2020 07:30	33	33	28.18	41.00	Incoming
01/12/2020 07:00	13	13	27.54	44.00	Incoming
01/12/2020 06:30	14	14	27.07	36.00	Incoming
01/12/2020 06:00	12	12	29.67	38.00	Incoming
01/12/2020 05:30	10	10	29.60	41.00	Incoming
01/12/2020 05:00	2	2	32.00	35.00	Incoming
01/12/2020 04:30	2	2	30.00	31.00	Incoming
01/12/2020 03:30	3	3	24.00	25.00	Incoming
01/12/2020 02:00	2	2	22.00	23.00	Incoming
01/12/2020 01:30	4	4	24.00	28.00	Incoming
01/12/2020 01:00	1	1	32.00	32.00	Incoming
01/12/2020 00:30	3	3	34.33	37.00	Incoming
01/12/2020 00:00	2	2	29.50	32.00	Incoming
30/11/2020 23:30	2	2	32.50	38.00	Incoming
30/11/2020 23:00	4	4	37.25	62.00	Incoming
30/11/2020 22:30	6	6	28.50	33.00	Incoming
30/11/2020 22:00	10	10	26.00	36.00	Incoming
30/11/2020 21:30	9	9	28.33	36.00	Incoming

## Measurements records

Date	Number of measurements	Number of vehicles	Average speed	Maximum speed	Direction
30/11/2020 21:00	7	7	28.00	39.00	Incoming
30/11/2020 20:30	14	14	27.36	41.00	Incoming
30/11/2020 20:00	14	14	27.00	33.00	Incoming
30/11/2020 19:30	15	15	26.47	31.00	Incoming
30/11/2020 19:00	16	16	27.94	37.00	Incoming
30/11/2020 18:30	27	27	27.15	34.00	Incoming
30/11/2020 18:00	24	24	27.21	43.00	Incoming
30/11/2020 17:30	24	24	26.25	37.00	Incoming
30/11/2020 17:00	23	23	25.96	35.00	Incoming
30/11/2020 16:30	37	37	27.51	40.00	Incoming
30/11/2020 16:00	29	29	27.10	35.00	Incoming
30/11/2020 15:30	24	24	27.54	37.00	Incoming
30/11/2020 15:00	41	41	27.12	43.00	Incoming
30/11/2020 14:30	25	25	26.84	40.00	Incoming
30/11/2020 14:00	27	27	26.48	40.00	Incoming
30/11/2020 13:30	24	24	28.38	40.00	Incoming
30/11/2020 13:00	31	31	27.10	36.00	Incoming
30/11/2020 12:30	17	17	29.24	40.00	Incoming
30/11/2020 12:00	22	22	26.55	38.00	Incoming
30/11/2020 11:30	17	17	27.24	43.00	Incoming
30/11/2020 11:00	25	25	25.52	37.00	Incoming
30/11/2020 10:30	22	22	26.95	42.00	Incoming
30/11/2020 10:00	18	18	27.44	40.00	Incoming
30/11/2020 09:30	19	19	27.32	35.00	Incoming
30/11/2020 09:00	22	22	28.18	42.00	Incoming
30/11/2020 08:30	29	29	28.66	42.00	Incoming
30/11/2020 08:00	20	20	27.85	40.00	Incoming
30/11/2020 07:30	23	23	27.13	37.00	Incoming
30/11/2020 07:00	16	16	28.69	38.00	Incoming
30/11/2020 06:30	10	10	29.50	42.00	Incoming
30/11/2020 06:00	14	14	29.64	41.00	Incoming
30/11/2020 05:30	10	10	27.40	34.00	Incoming
30/11/2020 05:00	4	4	25.00	31.00	Incoming
30/11/2020 04:00	2	2	26.50	28.00	Incoming
30/11/2020 03:30	1	1	22.00	22.00	Incoming
30/11/2020 03:00	1	1	37.00	37.00	Incoming
30/11/2020 02:30	2	2	24.50	27.00	Incoming
30/11/2020 02:00	3	3	29.67	41.00	Incoming
30/11/2020 00:30	4	4	30.25	34.00	Incoming
30/11/2020 00:00	5	5	26.60	34.00	Incoming
29/11/2020 23:30	3	3	30.33	34.00	Incoming
29/11/2020 23:00	8	8	26.38	35.00	Incoming
29/11/2020 22:30	8	8	26.12	34.00	Incoming
29/11/2020 22:00	7	7	27.57	35.00	Incoming
29/11/2020 21:30	17	17	29.53	52.00	Incoming
29/11/2020 21:00	16	16	26.75	37.00	Incoming
29/11/2020 20:30	14	14	26.21	36.00	Incoming
29/11/2020 20:00	17	17	27.35	33.00	Incoming
29/11/2020 19:30	21	21	26.10	37.00	Incoming
29/11/2020 19:00	13	13	24.08	31.00	Incoming



## Measurements records

Date	Number of measurements	Number of vehicles	Average speed	Maximum speed	Direction
29/11/2020 18:30	28	28	25.82	35.00	Incoming
29/11/2020 18:00	25	25	26.88	35.00	Incoming
29/11/2020 17:30	30	30	26.80	34.00	Incoming
29/11/2020 17:00	28	28	27.89	43.00	Incoming
29/11/2020 16:30	40	40	27.25	38.00	Incoming
29/11/2020 16:00	25	25	26.88	41.00	Incoming
29/11/2020 15:30	31	31	25.68	43.00	Incoming
29/11/2020 15:00	24	24	29.29	46.00	Incoming
29/11/2020 14:30	27	27	28.26	37.00	Incoming
29/11/2020 14:00	43	43	26.72	37.00	Incoming
29/11/2020 13:30	44	44	27.98	41.00	Incoming
29/11/2020 13:00	30	30	27.00	35.00	Incoming
29/11/2020 12:30	36	36	26.97	40.00	Incoming
29/11/2020 12:00	30	30	28.37	50.00	Incoming
29/11/2020 11:30	32	32	28.28	43.00	Incoming
29/11/2020 11:00	25	25	28.76	41.00	Incoming
29/11/2020 10:30	27	27	27.19	34.00	Incoming
29/11/2020 10:00	32	32	28.03	37.00	Incoming
29/11/2020 09:30	22	22	27.68	37.00	Incoming
29/11/2020 09:00	10	10	27.50	41.00	Incoming
29/11/2020 08:30	11	11	29.18	37.00	Incoming
29/11/2020 08:00	8	8	23.75	26.00	Incoming
29/11/2020 07:30	6	6	27.50	33.00	Incoming
29/11/2020 07:00	6	6	27.67	32.00	Incoming
29/11/2020 06:30	2	2	28.00	29.00	Incoming
29/11/2020 06:00	3	3	25.67	35.00	Incoming
29/11/2020 05:30	1	1	22.00	22.00	Incoming
29/11/2020 04:30	2	2	27.00	27.00	Incoming
29/11/2020 03:30	3	3	31.67	47.00	Incoming
29/11/2020 03:00	2	2	23.00	25.00	Incoming
29/11/2020 02:30	2	2	62.50	66.00	Incoming
29/11/2020 02:00	2	2	38.00	45.00	Incoming
29/11/2020 01:30	3	3	42.33	50.00	Incoming
29/11/2020 01:00	7	7	27.14	44.00	Incoming
29/11/2020 00:30	8	8	29.88	37.00	Incoming
29/11/2020 00:00	5	5	24.80	28.00	Incoming

# PERMITS NEW & ALTERATIONS

## January-November 2020

<b>MONTH</b>	<b>NEW</b>	<b>RES. VALUE/COMM. VALUE</b>	<b>ALT.</b>	<b>VALUE</b>	<b>Occ</b>
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
November	15	\$3,392,914	36	\$318,653	25
<b>Total</b>	<b>241/1</b>	<b>\$53,491,985/ \$1,900,000</b>	<b>523</b>	<b>\$6,342,662</b>	194

**\*10 YEAR RECORD**

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



December 10, 2020

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

Attention: Rick Eberly – Town Manager

Re: Town Engineer Report for December 15, 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 December 15, 2020 Town Council Meeting. This report covers activities for the period of November 13, 2020 through December 10, 2020.

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

CBBEL has refined the concept dredging and dewatering plans for presentation at stakeholder meetings. Pre-application meetings were held with the United States Army Corps of Engineers, Indiana Department of Environmental Management and Lake County Parks.

**2) MS4 Coordination**

Dry Weather Screening was completed for 70 additional storm sewer outfalls. No illicit discharges were detected. A total of 105 outfalls have been screened in 2020. This is 1/3 of the total of approximately 300 Cedar Lake storm system outfalls. An additional 1/3 of the remaining outfalls are planned to be screened in 2021 and another 1/3 in 2022 in order to complete inspections on all outfalls within the current 5-Year permit cycle which runs through 2023.

As a result of the 2020 inspections, a maintenance request was submitted to the Cedar Lake Public Works Department for the outfall into Cedar Lake at 13125 Polk Street (Meyer Manor) to remove accumulated sediment. Wave action off the lake is the probable cause of the sediment build up at the outfall. It is our understanding that Public Works has removed the sediment and stabilized the outfall.

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

*No change from prior report.* CBEL is still awaiting information regarding final PO reimbursables with INDOT.

### **4) 129<sup>th</sup> Avenue (Parrish Avenue to US-41) Improvements**

The Town was notified on December 8<sup>th</sup> that they received grant matching funds in the amount of \$393,026.25 for the 129<sup>th</sup> Avenue reconstruction project from US-41 to Parrish Avenue. CBEL will finalize the plan set and contract/specifications documents for an approximate February 2021 bidding. In accordance with past CCMG projects, the funding must be awarded within 4 months of the PO date.

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

*No change from prior report.* 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 20<sup>th</sup>. Both applications fall under the NIRPC Ped, Peddle, Paddle Topical Committee (3PC) for review. The 3PC meeting was held on November 5<sup>th</sup> 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**

- **OCRA, COVID-19 Response Program Phase 3:** Competitive grant applications are now being accepted for activities including mental health services, childcare services, public WiFi locations, food pantry or bank services, subsistence payment programs, or grants or loans to businesses to retain low to moderate (LMI) jobs up to \$250,000. Eligible applicants include entitlement and non-entitlement city, county or incorporated towns. Proposals are due January 29, 2021 and applications are due February 26, 2021. More information can be found at <https://www.in.gov/ocra/cdbg/covid-19-response-program/>.
- **2021 OCRA Calendar:** OCRA released their 2021 calendar that summarizes competitive federal grant and state programs. The calendar can be found at <https://www.in.gov/ocra/files/2021-Calendar-byMonth.pdf>.
- **Community Crossing Matching Grant, INDOT:** The final pay application and Change Order No. 1 were provided to the Town on December 8<sup>th</sup>. The change order is required to balance final field verified quantities and to set the final contract value. Small items remain on a punch list that will be completed in the spring when weather permits. CCMG close-out procedures will begin after all payments have been made.
- **Railroad Grade Crossing Fund, INDOT:** *No change from prior report.* 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. 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)**

*No change from prior report.* CBBEL received an email update from NIPSCO personnel on November 2<sup>nd</sup> 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:

- 129<sup>th</sup> Avenue and CCMG: See above.
- Town Hall Parking Lot: All pavement and striping has been completed. A final pay application and balancing change order was provided to the Town on December 8, 2020.
- Fairbanks Street from 129<sup>th</sup> Ave to Vermillion: All pavement and striping has been completed. A final pay application and balancing change order was provided to the Town on December 8, 2020.
- Vermillion Dr Curve: Survey work for this item was included in the Morse Corridor design. It is our understanding that DVG is currently processing the field survey.
- Parrish Avenue from 137<sup>th</sup> Avenue to 133<sup>rd</sup> Avenue: CBBEL has finalized the design for the Phase 1 storm sewer portion from Sleepy Hollow Ditch to 137<sup>th</sup> Avenue. Phase 1 design will be provided to the Town prior to this meeting and quoted to a local contractor. Design of Phase 2 portions will continue into the winter.
- Subdivision Master Plan: Preparation of this plan is on-going and going through internal review.
- Roadway Asset Management Plan: CBBEL completed the roadway asset management plan and it was uploaded to LTAP on November 25<sup>th</sup>. It was certified on the same day.
- INDOT Roadway Inventory: Based on the certified Roadway Asset Management Plan, CBBEL is completing an update to the 2020 INDOT Certified Mileage Report for the Town. This will be the first update since 2016 and will include a majority of new roads related to the several new residential subdivisions in Town. These roads must be formally accepted into the Town through a formal action of a Town Committee, most commonly Plan Commission.

## **9) 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): INDOT is currently completing contract documentation for the project letting in February 2021. Members of the Town Council and the Town's ERC (Jill Murr) need to sign the cover sheet at the meeting.
- Morse Street Corridor Pedestrian Path: It is our understanding that DVG is processing the field survey.
- 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.**

## 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 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: This project has been substantially completed. The final pay application and balancing change order were provided to the Town on December 8, 2020. 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 received a re-submittal from Torrenga Engineering, Inc. on December 4<sup>th</sup>. We are currently completing our review.
- Hanover Middle School Expansion & Elementary School: CBBEL received a submittal from Torrenga Engineering, Inc. on December 1<sup>st</sup> and is currently reviewing.
- 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 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: The project is substantially complete. CBBEL has received record drawings and invoicing from Metro Excavating and Redbud Landscaping. CBBEL is currently reviewing these documents and will provide a pay application soon. This project

may be extended in 2021 pending easements are granted by new owners.

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. **CBBEL presented the recommended alternative to the Storm Board on December 8<sup>th</sup>. Due to the project's estimated cost, it was advised that Town staff review the Storm Board budget for 2021 and provide updates for the January 2021 meeting.**

9208 W. 142<sup>nd</sup> Place, Mary Ellen Subdivision: CBBEL provided temporary easement documentation for Town Attorney review on December 2<sup>nd</sup>. Pending signing of this document, the project will be quoted to a local stormwater contractor for Spring 2021 construction.

13465 Osborn Street, Cook Subdivision: The Town Manager, Director of Operations, and CBBEL met a Contractor (PGX) on-site on December 10<sup>th</sup> to remove the small remaining existing fill at the property corner. Due to the weather, any seeding will be monitored in the Spring 2021.

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**

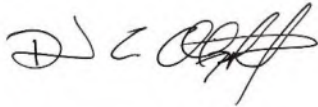
CBBEL completed as-built and site plan reviews for 22 lots in November 2020. CBBEL has also been completing on-going development reviews in the following subdivisions/projects: Summer Winds, Summer Winds Plaza, Birchwood Farms, Rose Garden Estates, Ledgestone, Centennial, Centennial Villas/Estates, Beacon 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. **The revised zoning map was provided to the building department for final review prior to finalization.**

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,

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

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

L060015 Council Report 121020.docx

CC: Planning Director  
Director of Operations  
Building Administrator  
Town Attorney

Attachments: Project Status Report  
All Projects Schedule



# Town of Cedar Lake – Project Status Report

## Christopher B. Burke Engineering, LLC

updated 12/15/20

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
060015.00001	Town Council	n/a	Town Council Report for 12/15/20 meeting	Completed	12/15/20
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 refined the concept dredging and dewatering plans for presentation at stakeholder meetings. Pre-application meetings were held with the United States Army Corps of Engineers, Indiana Department of Environmental Managements and Lake County Parks. – see 11/12/20 Council Report for details.	ongoing
090043	MS4 Coordination	\$19,400	MS4 Coordination Services & Development SESC/Rule 5 Inspections	Dry Weather Screening was completed for 70 additional storm sewer outfalls. No illicit discharges were detected. A total of 105 outfalls have been screened in 2020. This is 1/3 of the total of approximately 300 Cedar Lake storm system outfalls. An additional 1/3 of the remaining outfalls are planned to be screened in 2021 and another 1/3 in 2022 in order to complete inspections on all outfalls within the current 5-Year permit cycle which runs through 2023.  As a result of the 2020 inspections, a maintenance request was submitted to the Cedar Lake Public Works Department for the outfall into Cedar Lake at 13125 Polk Street (Meyer Manor) to remove accumulated sediment. Wave action off the lake is the probable cause of the sediment build up at the outfall. It is our understanding that Public Works has removed the sediment and stabilized the outfall. – see 12/15/20 Council Report for details	ongoing
1300022.00000 (INDOT) & 1300022.00002 (Local)	133 <sup>rd</sup> Avenue (Phase 2) – Construction Services	\$359,869 & \$54,923	Construction Activities (To Substantial Completion)	<i>No change from prior report.</i> CBBEL is still awaiting information regarding final PO reimbursables with INDOT. – see 12/15/20 Council Report for details	ongoing

190104	Highland Subdivision Design	\$59,950	Design Services, Permitting, Bidding Services	<i>No change from prior report.</i> CBBEL received an email update from NIPSCO personnel on November 2 <sup>nd</sup> 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. – see 12/15/20 Council Report for details	ongoing
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