

# TOWN COUNCIL PUBLIC MEETING AGENDA January 5, 2021 - 7:00 PM

_	E OF ALLEGIA NT OF SILENC	_						
	O ORDER/RO							
	bert H. Carna			Iulie	e Rivera, W	ard 3		
	n Foreman, V					yer, Ward 5		
	lph Miller, Wa					erg, Clerk-Tr	easurer	
	lleen Schiebe					, Town Mana		
	hard Sharpe,	-				, Town Attor	-	
					ia / lastgeii	,	,	
NEW B	USINESS – Ele	ections & Ap	pointments	<b>:</b>				
	Nomination a	-	-		ıncil Office	rs:		
	Town Counci							
	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	-
						•	•	_1
	Town Counc	il Vice Presid	dent:					
	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.	Town Counce Redevelopme Plan Commiss  Board of Safe Unsafe Buildin Stormwater N Joint Manage Northwest Inc Lake County S South County  Ecosystem Re	nt Commission (3) – approty Commission (1): Management Ement Oversightiana Regiona Golid Waste (1) Community S	<u>Ric</u> <u>Fo</u>	chard Sharpe, I reman	Robert Carnah	 an, John  		
	Public Works Park & Recrea Council Affair Utility (3): Streets (3): Planning Com							

# **Town Council Public Meeting** January 5, 2021

1<sup>st</sup> Motion:

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

### **Appointments to Boards and Commissions:**

Board of Safety (2): Board of Zoning Appeals (1):

Heather Dessauer Plan Commission (1) approved 12.15.20:

Redevelopment Commission (5):

Storm Water Board (1): Unsafe Building (1):

Council Appointment to BZA (1): Council Appointment to Unsafe (1):

Motion:

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

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

### **CONSENT AGENDA:**

- 1. Minutes: December 15 & December 29, 2020
- 2. Claims: All Town Funds: \$-; Wastewater Operating: \$-; Water Utility: \$-; Storm Water: \$-; \$-; and Payroll: date - \$-
- 3. Clerk-Treasurer's Bond
- 4. Cancellation of Old Outstanding Warrants
- 5. Forwarding Encumbrances
- 6. EMS Collections Transfer from General Fund: \$
- 7. Manual Journal Entries: December 1 31, 2020
- 8. Donations: P1-4
  - a. Kubal's Holiday, Inc \$250.00 Donation for Police UTV Equipment Purchase
  - b. Schilling Brothers Lumber \$400.00 Donation for Police Equipment Purchase
  - c. Crown Point Community Foundation \$12,000 Donation for Fire Dept for Purchase of Jaws of Life Unit
  - d. Crown Point Community Foundation \$10,000 Donation for Police Dept for Purchase of Digital Camera Units for evidence collection and other high priority needs
- 9. UpCycle Rain Barrel Event (sales February 22-April 15, 2021; pick up April 22 from 2-5pm) P5-10

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

2<sup>nd</sup> Motion: Carnahan Miller Foreman Schieben Sharpe Rivera Niemeyer Vote Yes| No Yes | No Yes| No Yes| No Yes| No Yes| No Yes| No

### PLAN: P11-13

# Performance Letter of Credit – Summer Winds Development LLC, Unit 2

Motion:		<sup>_</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 January 5, 2021

# 2. Performance Letter of Credit – Summer Winds Development LLC, Unit 3

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. Performance Letter of Credit – Lennar Homes of Indiana Inc – Rose Garden Estates, Unit 2

Motion: _		1 <sup>st</sup>		2""			
Carnaha	n Foreman	Miller	Schieben	Sharpe	Rivera	Niemeyer	Vote
Yes  No	Yes  No	Yes  No	Yes  No	Yes  No	Yes  No	Yes  No	-

### **NEW BUSINESS:**

1. CBBEL Master Services Agreement

P14-26

Motion:		1"		2""			
Carnahan	Foreman	Miller	Schieben	Sharpe	Rivera	Niemeyer	Vote
Yes  No	Yes  No	Yes  No	Yes  No	Yes  No	Yes  No	Yes  No	•

### 2. Cline/Lake Shore Drive Temporary Easement Agreement Releases

P27-59

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

### **REPORTS:**

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

# **WORK SESSION:**

- 1. Park Impact Fees
- 2. Town Email Addresses

# WRITTEN COMMUNICATION:

**PUBLIC COMMENT:** 

**ADJOURNMENT:** 

**PRESS SESSION:** 

NEXT MEETING: Tuesday, January 19, 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.



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

# DONATION ACCEPTANCE FORM

Name of Donor: KUBAL'S HOLIDAY	, INC.		
Address: 13305 MORSE ST CEDAR L	AKE, IN 46303		
Phone: 219-374-7495			
Type of Donation:			
Monetary Donation Amoun	t \$ <u>250.00</u>	=	
☐ In-Kind Donation (other than	n monetary)		
Description of Donation: Check# 365	25		
Approximate Value of In-Kind Dor	nation \$		
Comments: Donation for UTV Equipme	nt Purchase		
		2/23/2020	
Signature of Donor		ate	
FOR OFFICE HEE ONLY			
FOR OFFICE USE ONLY			-
Date Donation Received:	12/23/20		
Received by (Name/Title):	MARGO NAC	1 CHIEF	DEPLOY CLERK
Date Accepted by Town Council:			

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



# DONATION ACCEPTANCE FORM

Name of Donor: SCHILLING BROTHERS LUMBER
Address: ST JOHN, IN 46373
Phone:
Type of Donation:
Monetary Donation Amount \$ 400.00 CK # 655894
☐ In-Kind Donation (other than monetary)
Description of Donation: MONETARY DONATION FOR PURCHASE
OF POLICE DEPT EQUIPMENT
Approximate Value of In-Kind Donation \$
Comments:
0:1
Signature of Donor Date
FOR OFFICE USE ONLY
Date Donation Received:
Received by (Name/Title): margo ragex, Chief Deputy Clerk
Date Accepted by Town Council:

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



# DONATION ACCEPTANCE FORM

Name of Donor: Crown Point Community Joundation
Address: PO Box 522, Crown Paint In 46308
Phone:662-7252
Type of Donation:
Monetary Donation Amount \$ 22,000.00 CK # 5431
☐ In-Kind Donation (other than monetary)
Description of Donation: \$ 12,000,00 Fire department for jours of life.
Description of Donation: \$ 12,000,00 Fire department for jours of life.
Approximate Value of In-Kind Donation \$
Comments:
on attached letter.
Signature of Donor Date
FOR OFFICE USE ONLY
Date Donation Received: 12/30/2020
Date Donation Received: 12/30/2020  Received by (Name/Title): Margo Magy, Chief Noputy Clark,
Date Accepted by Town Council:



# crown POINT community foundation

115 S. Court Street, Crown Point, IN 46307 PO Box 522, Crown Point, IN 46308

Indiana Philanthropy Alliance Member

p 219.662.7252 f 219.662.9493 w thecpcf.org e info@thecpcf.org

CELEBRATING



December 23, 2020

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

Dear Friends:

Enclosed please find check #5431 in the amount of \$22,000.00 from the Crown Point Community Foundation, Inc. \$12,000 of this grant will be distributed to the CL Fire/EMS Chief Todd Wilkening for a Jaws of Life Unit and \$10,000 will be distributed to the Police Chief Bill Fisher for Digital Camera Units for evidence collection and other high priority needs.

Please notify the Crown Point Community Foundation upon receipt of the enclosed check by countersigning below.

Return the signed letter to:

IN SOUTH LAKE COUNTY

Crown Point Community Foundation Post Office Box 522 Crown Point, IN 46308-0522

Congratulations on receiving a grant in honor of the CPCF's 30<sup>th</sup> Anniversary!

Mary B. Nielsen President  Sincerely,  Mary B. Nielsen	
MBN/dmr	
Name of Organization: Town of CEDAR LAKE	_
Tax ID# 35-1164169	e;
Name and Title Rick Eberly Town Manager	តា
Signature: Ruk Weeky	_
CREATING A BETTER FUTURE	



# **UpCycle Products Municipal Rain Barrel Event Agreement**

The	Town	of	CEDAR LAK	EIN
	(City, Village, etc.)		(City)	(State)
agrees	s to support a rain barrel event			
The Po Sarah.r	oint of contact will be cutschmann@Oddarla NIA	ANAH Wo Kein.org, teleph	one at 219-374-7400 ex+	y can be reached via Email at 2, and mobile phone at 127
<u>Turi</u>	nkey Event (with opti	ons)		
•	The following will be offere	ed: (Check all that apply)		
	🏿 Pickup Event			
•	Pick-up address: <u>1408</u>	CONSTITUT	ION AUE, CEDA	R LAKE, IN 46303
•	Sale Start Date: FEB 2	2,2021		
•	Sale End Date: April 15	2021		
•	Contact Person : SAVA	H MOORE		
	• Office Phone: <u>219</u> -	374-7400 8	EXT 127	
	Mobile Phone:	NA		
•	Pickup Date: APRIL 2			
•	Pickup Time: 2-5 pr	n		
	☐ Home Delivery			
	Delivery Sta	rt Date:		
•	Orders and payments will be	made via: (Check all tha	t apply)	
	UpCycle Website (Or	ders are processed th	rough PayPal-\$2.50 per item	fee applies).
	Website Poi	nt of contact to coord	inate Website link for order fo	orm: SARAH MOORE
	• Via mail to U	JpCycle Products (Che	ecks only. No cash via Mail).	
	☐ Via mail to Municipa	l location of choice.		
	Address:			
	☐ In person at Municip	al location of choice.		
	Address:			

* *	ral of reduced barrels needs to be reviewed and returned to Upcycle Ford one week following the deadline for placing orders.)	Products weekly; final review a	and approval is
(Name	e/Email/Phone Number)		
Subsidized	Event Options		
• If the N	Municipality wishes to reduce the cost of the barrels for residents	s:	
		Online/CC Orders	Mail-in Orders
Amoui	nt to be paid by Municipality per barrel	\$	\$
Cost to	residents per barrel	\$	\$
Total	cost of rain barrel to be paid to Upcycle Products per barrel.	\$	\$
	ipality will be invoiced for 50% when half of reduced barrels is ner of reduced barrels is met.	net, remaining 50% to be inv	oiced when total
•	Location to submit invoices for reduced amount		
	(Name of Individual, Location Address, Individuals Phone	-	
•	Requirements for individuals who qualify for reduced cost of becity limits, one per household. Limited to 100 barrels, etc.)	Darrels. (For example- Must be wi	thin water district or
Disposition of	barrels after pickup event. The municipality chooses to do the fo	llowing with unclaimed product	[please check one]
×	Leave with municipality for resident pickup.		
	Allow UpCycle Products to leave with all remaining barrels and \$ per barrel (billed to municipality; prices quoted be		a cost of
	Allow UpCycle Products to leave with all remaining barrels. V them to pick up their barrel(s) at our Minooka facility.	Ve will contact residents by e	-mail and allow
	Other (i.e., move to another location)		
Additiona	l Services requested by the Municipality:		
П	Handle Media for Event: Additional charge may apply.		
	Print and distribute Brochures for Event: Additional charge	e will apply.	
	•Number requested:		

The undersigned agrees that they are approving UpCycle products to proceed with a rain barrel event per the
prior criteria.
Name (Print): SARAH MOORE Signature: South Moore
Signature: South // Jose
Title: ADMINISTRATIVE ASSISTANT
Date:
Event Timeline after Signing Contract:
<ul> <li>Week 1: Municipality signs Rain Barrel Event Agreement and supplies UpCycle Products with logo for custom order page.</li> </ul>
<ul> <li>Week 2: UpCycle Products provides custom order form link to municipality to confirm. Once confirmed, order form is activated for the public.</li> </ul>
<ul> <li>Week 3: 12 weeks to allow for advertising and ordering.</li> </ul>
<ul> <li>Week 15: 1 Week to finalize orders. For reduced prices, confirm all orders meet set requirements.</li> </ul>
<ul> <li>Week 16: Ship to facility, unload barrels and prepare for Event Day pick-up</li> </ul>
For office use:
Form Submitted Date: Initials:
Order Deadline Date: Initials:
Website Link Provided Date: Initials:
UpCycle Order Form Requested Activation Date: Initials:
UpCycle Order Form Actual Activation Date: Initials:
Municipality Website Correct: Initials:
Partner's Website Correct: Initials:
UpCycle's Website Correct: Initials:

# 2021 Price List

UpCycle Products, Inc.
PO Box 315
Channahon, IL 60410
Sales@UpCycle-Products.com
815-735-9583

Description	Qty	Rate	Total
All of our barrels are 33 to 42 inches tall. Upcycled and sanitized plastic barrels formerly used for food product shipping. Modified into rain barrels and assembled with a spigot, linking fitting at bottom end, overflow fitting near top and screen enclosure for top and using the accessories listed below.  Black 55 Gallon Regular Overflow Rain Barrel Grey 55 Gallon Regular Overflow Rain Barrel Blue 55 Gallon Regular Overflow Rain Barrel Terra Cotta 55 Gallon Regular Overflow Rain Barrel Terra Cotta 50 Gallon Regular Overflow Rain Barrel Additional Charge for upgrade to larger style overflow made from 1-1/2" PVC. Upgrade will include 1-1/2" x 6' hose. Will also include 1/2 MPT to 3/4 MGHT fitting for linking hoses.		49.00 49.00 49.00 49.00 44.00 21.50	49.00 49.00 49.00 49.00 44.00 21.50
Tumbling Composter made from 55 gallon Black barrel.		130.00	130.00
Stationary Composter made from 55 gallon Black barrel		54.00	54.00
Linking Hose Black 1/2 inch hose by 4 foot long.		10.00	10.00
Flex elbow for attaching from downspout to discharge into barrel opening. 2x3 inch size		10.00	10.00
Flex elbow for attaching from downspout to discharge into barrel opening. 3x4 inch size		17.50	17.50
ANY QUESTIONS PLEASE CONTACT RICH FIELDING AT 815-	-383-6220.	Subtotal	
		Sales Tax (6.25	%)
		Total	
	Page 1		8

# 2021 Price List

UpCycle Products, Inc.
PO Box 315
Channahon, IL 60410
Sales@UpCycle-Products.com
815-735-9583

Description	Qty	Rate	Total
Automatic Water Diverter Fits both a 2x3 and 3x4 inch downspout. Barrel will fill when empty. Once barrel is full the rainwater will be diverted back to the original downspout automatically.		25.00	25.00
Wooden pedestal riser to raise Rain Barrel 12 inches off the ground.		21.00	21.00
Plant Hangers - Made of Stainless Steel or Aluminum - available in 17, 20, and 25 inch lengths		9.00	9.00
Plastic Barrel Netting with clips to hold netting around Rain Barrel		9.00	9.00
Within 50 Miles of Morris, IL - zip code 60450 shipping will be at no charge for orders of any combination of 20 or greater rain barrels, composters and tumbling composters. For orders less than 20 rain barrels, composters, and tumbling composters will be charged a \$20.00 Shipping fee per delivery.  Within 51 - 100 Miles of Morris, IL - zip code 60450 shipping will be at no charge for orders of any combination of 20 or greater rain barrels, large tumbling composters and potting benches. For orders less than 20 rain barrels, composters, and tumbling composters will be charged a \$50.00 Shipping fee per delivery.			
ANY QUESTIONS PLEASE CONTACT RICH FIELDING AT 815-	383-6220.	Subtotal	
		Sales Tax (6.25	%)
		Total	
	Page 2		

# 2021 Price List

UpCycle Products, Inc.
PO Box 315
Channahon, IL 60410
Sales@UpCycle-Products.com
815-735-9583

Description	Qty	Rate	Total
Cost for shipping outside of the 100 mile radius of Morris, IL 60450 will be quoted on an individual basis.			0.00
Prior communication on needs will ensure we can support your requested delivery dates. Please contact Rich at 815-383-6220 with questions on delivery dates or other quantities.			
All orders need to be sent to Sales@UpCycle-Products.com.			
Pictures of all our products can be viewed on our website at www.Upcycle-Products.com and can be copied and used for promotional material. Please do not hesitate to call us to clarify anything on this quote or to discuss how we can be of better service to you.			
These prices will be in effect from 1/1/18 until 12/31/2018			
ANY QUESTIONS PLEASE CONTACT RICH FIELDING AT 815-3	33-6220.	Subtotal	\$547.00
		Sales Tax (6.25%)	\$0.00
			φυ.υυ
		Total	\$547.00

# Department of Planning, Zoning & Building

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



December 23, 2020

To: Rick Eberly, Town Manager From: Jill Murr, Planning Director

RE: Letters of Credit

At the November 18, 2020, Plan Commission Public Meeting, the following were approved. It is recommended that the Town Council accept the following Letters of Credit:

- 1. Summer Winds Development, LLC Unit 2 Performance Letter of Credit (Reduction)
- 2. Summer Winds Development, LLC Unit 3 Performance Letter of Credit (Reduction)
- 3. Lennar Homes of Indiana, Inc Rose Garden Estates- Unit 2 Performance Letter of Credit (Final Plat approved)

Below is the excerpt from the November 18, 2020 Meeting Minutes. The Town attorney has reviewed letters of Credit.

### Summer Winds Unit 2 - Performance Letter of Credit - Expires December 20, 2020

Owner/Petitioner: Summer Winds Development, 40 E. Joliet, Ste. 1B, Schererville, IN 46375

Request: Letter of Credit Reduction

- 1.Comments/Engineer: Oliphant indicated agenda items #5 and item #6 should read a reduction not conversion. Carnahan asked for clarification that Oliphant's letter dated November 18 was noting that the performance letter of credit be <u>reduced to \$279,817.13</u> and Oliphant clarified. Bakker stated that in order to make a motion of reduction, there needed to be a pull date incorporated in it. Deutmeyer suggested the pull date of December 14.
- 2. Commission's Decision: Robert Carnahan made the motion, seconded by John Kiepura, to approve the reduction of the Performance Letter of Credit amount based on Oliphant's recommendation with the pull date of December 14, 2020.

Motion: Robert Carnahan--1<sup>st</sup> John Kiepura--2<sup>nd</sup>

Heather	Chuck	John	Robert	Richard	John	Jerry	Vote
Dessauer	Becker	Foreman	Carnahan	Sharpe	Kiepura	Wilkening	
Yes	Yes	Absent	Yes	Yes	Yes	Yes	6-0

### Summer Winds Unit 3 - Performance Letter of Credit - Expires December 23, 2020

Owner/Petitioner: Summer Winds Development, 40 E. Joliet, Ste. 1B, Schererville, IN 46375

Request: Letter of Credit Reduction

1. Comments/Engineer: Oliphant indicated agenda items #5 and item #6 should read a reduction not conversion. Carnahan noted the letter be reduced to \$14,575.48.

2. Commission's Decision: Robert Carnahan made the motion, seconded by John Kiepura, to approve the reduction of the Performance Letter of Credit to \$14,575.48 with the pull date of December 14, 2020.

Motion: Robert Carnahan--1<sup>st</sup> John Kiepura--2<sup>nd</sup>

Heather	Chuck	John	Robert	Richard	John	Jerry	Vote
Dessauer	Becker	Foreman	Carnahan	Sharpe	Kiepura	Wilkening	
Yes	Yes	Absent	Yes	Yes	Yes	Yes	6-0

# **Lennar-Final Plat**

Owner/Petitioner: Lennar Corp., 1141 East Main Street, Suite 108, East Dundee, IL 60118

Vicinity: W. 142<sup>nd</sup> Place and Heritage Way, Cedar Lake, IN 46303

Legal Description: Pt. NE.1/4 S.33 T.34 R.9 Ly'ng E. of RR 35.32Ac and Rose Garden Estates P.U.D.

Phase 1 Outlot 8

Tax Key Number(s): 45-15-33-200-003.000-014, and 45-15-33-400-001.000-014, and 45-15-33-200-

001.000-014, and 45-15-33-200-002.000-014

Request: Petitioner is requesting a Final Plat for Rose Garden Estates Phase 2 – 108 Lots

and 1 Outlot

- 1.Petitioner's Comments: Todd Kleven and Tom McSherry, present in person, and Al Erickson, present electronically, on behalf of Lennar. Kleven stated they were requesting Final Plat for Rose Garden Estates Phase 2 containing 108 lots and 1 outlot.
- 2.Town Engineer's Comments: Oliphant confirmed for Wilkening progress was being made on the Phase 1 of the 100+ item punch list and a draft submittal has been received. Oliphant stated the 3% Inspection fee of \$68,021.96, the Letter of Credit amount of \$1,685,193.13 and MS4 fee of \$2,000.
- 3.Building Department Comments: Kubiak agreed with Eberly (noted below) and stated they have made progress and agreed if there was no agreement, then the wall should be constructed. Kubiak asked if the \$20,000 was needed to acquire the right of way for the water main included the off-site water main list on the proposed price; Oliphant stated it was not currently included in the Letter of Credit. Oliphant was not aware of the dollar amount tied to it and felt the 110% Letter of Credit amount would cover it.
- 4.Commission's Discussion: Kleven updated Wilkening regarding inquiry on the status of the retaining wall, noting prior staff worked an agreement with the land owner Hawkinson and filled in the slope, eliminating the retaining wall, stating it had not been presented to Plan Commission or the Town. Kleven stated Town staff notified Lennar it was out of the Town limits and in the jurisdiction of Lake County, who recommended Lennar annex the location into the Town of Cedar Lake. Kleven indicated the property has since changed hands and now is owned by Olthof. Oliphant stated as long as Olthof is aware and there is not a problem with their future development and the County will sign off on this, but if someone is not ok with this, then the wall needs to go up. Deutmeyer clarified for Wilkening that without something in writing, there is potential for something going wrong. He noted allowing discharge a fairly decent amount of water onto property and substantial liability to the Town. Deutmeyer recommended an Easement or Agreement in writing. Oliphant confirmed there was an Easement agreement made with Hawkinson, but it was not the approved plan by this board. Foreman agreed with Wilkening that a new document noting the new owner's agreement needed to be provided. Kleven indicated that document could be provided. Multiple members expressed their frustration in the fill issue not being what they approved and Lennar not following

procedures. Kleven asked for forgiveness and acceptance of the warning, ensuring it would not happen again. Deutmeyer confirmed for Wilkening that approval needed to come from Olthof and Lake County. Kleven indicated 25 houses have been reserved in Phase 2 and asked if there was a hold, if it could be placed on Phase 3 instead. Erickson had McSherry go over the engineering, field tiles, grading and fill being placed due to contour of topography, noting they did this with thought for future building even though it was not part of the Town of Cedar Lake. McSherry explained the water is being taken from Hawkinson and run off goes into the field tile and went over several of the engineering items from Oliphant's letter. Eberly stated the request for secondary plat approval and the issues were in Phase 1, noting they are not connected to this plat, and it was a ministerial function to approve the plat and it cannot be tied to the problems in Phase 1. Oliphant clarified for Wilkening that Phase 1 is not adjacent to Phase 2, noting it was north. Deutmeyer asked Oliphant if there was no impact on Phase 2 regarding the wall; Oliphant stated it was unlikely. Erickson stated there are always solutions to building the wall, noting it was not a function of cost but rather best design. He stated that in the worse-case scenario, they would petition to the County for that west area to annex it into the Town of Cedar Lake, noting it is a lengthy process. He noted if Olthof does delay, they would be in the position to pursue that avenue rather than constructing the wall.

5. Commission's Decision: Richard Sharpe made the motion, seconded by Robert Carnahan, to approve the final plat of 108 lots and 1 outlot to include engineering comments, MS4 fee, Inspection fee, and Letter of Credit fee items.

It was noted that John Foreman left the meeting at 7:30 pm.

Motion: Richard Sharpe--1<sup>st</sup> Robert Carnahan--2<sup>nd</sup>

Heather	Chuck	John	Robert	Richard	John	Jerry	Vote
Dessauer	Becker	Foreman	Carnahan	Sharpe	Kiepura	Wilkening	
Yes	No	Absent	Yes	Yes	Yes	Yes	5-1

Carnahan asked that the letter from Christopher Burke be included in the minutes; Sharpe was in agreement with the addition.



One Professional Center Suite 314 Crown Point, IN 46307 219.663.3410 cbbel-in.com

December 11, 2020

Town Council Town of Cedar Lake P.O. Box 707 Cedar Lake. IN 46303

Subject: Town Engineer Services – Master Agreement

Christopher B. Burke Engineering, LLC

**Dear Town Council Members:** 

On behalf of Christopher B. Burke Engineering, LLC (CBBEL), we would like to thank you for the opportunity to provide Town Engineering Services to the Town of Cedar (Town). CBBEL has enjoyed our experience with the Town since we became partners in 2004. This Agreement is a Master Agreement and shall be the agreement for all projects authorized by the Town. Specific duties authorized by this contract shall include but not be limited to:

- Meeting attendance (Town Council, Plan Commission, Stormwater Management Board, Redevelopment Commission, etc.) including presentation, written/verbal reporting, engineering, and other tasks as requested.
- Site Inspection and Plan Reviews. This would include on-site inspections for active developments, MS4 site inspections/reporting, as-built surveys for developments and individual lots, plan reviews for Plan Commission, etc.
- Project Management, Administration, Public Outreach, Grant Writing Services
- Federal/State Agency Meetings

CBBEL is a multi-discipline engineering firm capable of a wide array of services to create innovative and cost-effective solutions. CBBEL can offer services including water resources engineering, green infrastructure and sustainable planning, environmental/wetland resources, structural design, civil design, traffic operations, construction engineering and surveying. These services are available from any staff from our Illinois and Indiana offices. All Town services will be coordinated from our Crown Point office.

The Terms of Service would be February 1, 2021 thru February 1, 2022. We propose to increase the schedule of charges since our previous agreement by 3%. There are two rate schedules proposed depending on the particular tasks involved with the contract. In general, the Town rate is for direct work for the Town and the Outside rate is intended for all plan and project reviews for Plan Commission and any other such work that the Town may then bill to an outside party for reimbursement of those costs.

Town Engineer Services 12/11/20 060015 Page 1

# CHRISTOPHER B. BURKE ENGINEERING, LLC STANDARD CHARGES FOR PROFESSIONAL SERVICES CEDAR LAKE TOWN ENGINEERING SERVICES, FEBRUARY 2021

	Town	Outside
Personnel	Charges* (\$/Hr)	Charges* (\$/Hr)
Principal	122	133
Engineer VI	106	116
Engineer V	96	106
Engineer IV	91	100
Engineer III	84	96
Engineer I/II	79	91
Survey IV	7 <i>9</i> 96	106
Survey III	84	96
	79	90
Survey II Survey I	79 59	69
Resource Planner V	91	101
Resource Planner IV	84	96
Resource Planner III	79	90
	79 74	84
Resource Planner I/II		_
Engineering Technician IV	79	91
Engineering Technician III	69	79
Engineering Technician I/II	64	74
CAD Manager	91	101
Assistant CAD Manager	84	96
CAD II	69	79
GIS Specialist III	74	79
GIS Specialist I/II	64	74
Landscape Architect	84	96
Environmental Resource Specialist V	91	96
Environmental Resource Specialist IV	84	91
Environmental Resource Specialist III	79	91
Environmental Resource Specialist I/II	74	84
Environmental Resource Technician	69	79
Administrative	47	54

# **Direct Costs**

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage, Permit Fees Cost

15

<sup>\*</sup>Charges include overhead and profit

If the Cedar Lake Town Council requests additional services that are not described in the above Scope of Services, the billing rates will be applied as noted below. Special services may include expert witness testimony and/or participation at hearings for a legal matter specifically requested by the Town, depositions, large-scale design projects/construction observation, etc., and external to the regular engineering services described within this document.

<u>Personnel</u>	<u>(\$/Hr)*</u>
Principal	135
Engineer VI	119
Engineer V	110
Engineer IV	101
Engineer III	96
Engineer I/II	83
Survey V	115
Survey IV	96
Survey III	79
Survey II	63
Survey I	63
Resource Planner V	95
Resource Planner IV	90
Resource Planner III	85
Resource Planner I/II	80
Engineering Technician IV	83
Engineering Technician III	83
Engineering Technician I/II	79
CAD Manager	77
Assistant CAD Manager	72
CAD II	72
GIS Specialist III	72
GIS Specialist I/II	63
Landscape Architect	90
Environmental Resource Specialist V	96
Environmental Resource Specialist IV	96
Environmental Resource Specialist III	83
Environmental Resource Specialist I/II	79
Environmental Resource Technician	76
Administrative	50

Above are the hourly billing rates, which are 10% less than the INDOT LPA/Consultant Contract (DES #0200739) and same as the previous two master agreements.

# **Direct Costs**

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage, Permit Fees Cost

Town Engineer Services
060015

16

<sup>\*</sup>Charges include overhead and profit

If this agreement meets with your approval, please sign it and return one copy of the signed document to us. We thank you again for the opportunity to be of service to the Town. We look forward to continuing a high level of service and responsiveness to you and the citizens of Cedar Lake.

Very truly yours,

Thomas T. Burke, Jr., PE, PhD Executive Vice President

Head, Water Resources Engineering Department

This Proposal, Schedule of Charges, and General Terms and Conditions accepted for:

Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation

By:	
	Town Council President
Date:	
Attest:	
	Jennifer Sandberg,
	Clerk-Treasurer

N:\PROPOSALS\ADMIN\2020\Cedar Lake Master Agreement 121120.docx



**General Terms and Conditions** 

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

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

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

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

- 3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
- 4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order), require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

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

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

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

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 13. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
- 14. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

- 15. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
- 16. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement."
- 17. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
- 18. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
- 19. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
- 20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.
- 21. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
- 22. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
- 23. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this

limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

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

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

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

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

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

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

25. **Information Provided by Others:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer

shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. **Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

**Suspension of Services.** If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. **Indemnity Clause:** When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and the Client agrees not to modify or delete it:

Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees and acknowledges that Engineer shall be considered a third party beneficiary of those contracts into which this clause has been incorporated; and agrees to assume the entire liability for all personal injury claims suffered by its employees, including without limitation, claims asserted by persons allegedly injured on the Project; waives any limitation of liability defense based on the Workers' Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees, and consultants (the "Indemnitees") from and against any such loss, expense, damage or injury, including attorneys' fees and costs that the Indemnitees may sustain as a result of such claims.

28. **Job Site Safety/Supervision and Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of

construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

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

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

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

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

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

30. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or

disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

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

February 23, 2010-INDIANA

# RELEASE OF EASEMENT TAKEN FOR TEMPORARY RIGHT OF WAY

COUNTY ROAD: DES: PARCEL:	Lake Shore Drive 1382594				
This Indenture, executed this day of, 20, witnesses that a certain parcel of real estate, recorded as set out below and acquired for use on the above-referenced project for the Town of Cedar Lake, Lake County, Indiana, is subject to temporary easements.					
Parcel	Owner	Parent Key Number	Instrument Number		
1	Richard A. Wheeler	45-15-23-151-015.000-043	2015084105		
Whereas, the purpose for which said temporary easement was acquired has been accomplished and a Release of the Temporary Easement will not interfere with any operations or construction of the Town of Cedar Lake.  NOW, THEREFORE, in consideration of the premises, the undersigned does hereby irrevocably release unto the present owner or owners of record, their heirs, administrators, executors, personal representatives, devisees, grantees, successors, and assigns, all temporary easements in the instrument as set out above.  In Witness Whereof, the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, by its duly authorized Officials, has caused this Instrument to be duly executed.  Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation					
	Niemeyer, Town Council President Sandberg, IAMC, Clerk-Treasurer				
	ck on next page.				

STATE OF INDIANA )
OUNTY OF LAKE )
Randell C. Niemeyer, Town Council President, and Jennifer N. Sandberg, Town Clerk-Treasurer, as duly authorized Officials of the Town of Cedar Lake, Lake County, Indiana, personally appeared before me, a Notary Public for said County and State, this day of, 20, and acknowledged the execution and attestation of this Release of Easement taken for temporary right-of-way to be their free and voluntary act and Deed herein.
Notary (Signature)
Notary (Printed)
Commission Expires: County of Residence:
This instrument prepared by David M. Austgen (Attorney No. 3895-45), Austgen Kuiper Jasaitis P.C., Attorneys at Law, 130 North Main Street, Crown Point, IN 46307

I swear and affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security

number in this document, unless required by law. - David M. Austgen

CERTIFICATE OF PROO	F:	
WITNESS to the signature(s)	on the foregoing ins	rument to which this Proof is attached:
Witness Signature		
Witness printed name		
PROOF:		
STATE OF INDIANA	)	
COUNTY OF LAKE	)SS: )	
foregoing instrument, and we executed and delivered by labove-named subscribing with receive any interest in or process.	being known to me tho, being duly swo Richard A. Wheeler ness is not a party to seeds from the proper	ublic, this day of, 20, personally appeared to be the person whose name is subscribed as a witness to the m by me, deposes and says that the foregoing instrument was in the above-named subscribing witness presence, and that the the transaction described in the foregoing instrument and will not by that is the subject of the transaction.  If y name and affixed my Official Seal.
		Notary Public

# RELEASE OF EASEMENT TAKEN FOR TEMPORARY RIGHT OF WAY

COUNTY ROAD: DES: PARCEL:	Lake Shore Drive 1382594			
estate, rec Lake Cour	nture, executed this day of _ orded as set out below and acquired nty, Indiana, is subject to temporary of	, 20, witnesses for use on the above-referenced project teasements.	that a certain parcel of real for the Town of Cedar Lake,	
Parcel	Owner	Parent Key Number	Instrument Number	
2	Byline Bank	45-15-23-156-007.000-043	2015084108	
Whereas, the purpose for which said temporary easement was acquired has been accomplished and a Release of the Temporary Easement will not interfere with any operations or construction of the Town of Cedar Lake.  NOW, THEREFORE, in consideration of the premises, the undersigned does hereby irrevocably release unto the present owner or owners of record, their heirs, administrators, executors, personal representatives, devisees, grantees, successors, and assigns, all temporary easements in the instrument as set out above.  In Witness Whereof, the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, by its duly authorized Officials, has caused this Instrument to be duly executed.				
a Municip	Cedar Lake, Lake County, Indiana, al Corporation  Niemeyer, Town Council President			
-	. Sandberg, IAMC, Clerk-Treasurer			

Notary Block on next page.

STATE OF INDIANA ) ) SS:
COUNTY OF LAKE )
Randell C. Niemeyer, Town Council President, and Jennifer N. Sandberg, Town Clerk-Treasurer, as duly authorized Officials of the Town of Cedar Lake, Lake County, Indiana, personally appeared before me, a Notary Public for said County and State, this day of, 20, and acknowledged the execution and attestation of this Release of Easement taken for temporary right-of-way to be their free and voluntary act and Deed herein.
Notary (Signature)
Notary (Printed)
County of Residence:
This instrument prepared by David M. Austgen (Attorney No. 3895-45), Austgen Kuiper Jasaitis P.C., Attorneys at Law, 130 North Main Street, Crown Point, IN 46307
I swear and affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law. – David M. Austgen

# WITNESS to the signature(s) on the foregoing instrument to which this Proof is attached: Witness Signature Witness Printed name STATE OF INDIANA ) )SS: COUNTY OF LAKE ) Before me, the undersigned, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared \_\_\_\_, being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, and who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Byline Bank in the above-named subscribing witness presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction. In Witness Whereof, I have hereunto subscribed my name and affixed my Official Seal.

Notary Public

# RELEASE OF EASEMENT TAKEN FOR TEMPORARY RIGHT OF WAY

COUNTY ROAD: DES:	: Lake Lake Shore Drive 1382594		
PARCEL:	4		
estate, rec Lake Cour	orded as set out below and acquired aty, Indiana, is subject to temporary of		that a certain parcel of real for the Town of Cedar Lake
Parcel	Owner	Parent Key Number	Instrument Number
4	Timothy & Rhonda Duffy	45-15-23-156-003.000-043	2016060676
NOW, THe present of grantees, so In Witness authorized	We Easement will not interfere with an EREFORE, in consideration of the wner or owners of record, their huccessors, and assigns, all temporary	y easement was acquired has been accomy operations or construction of the Town premises, the undersigned does hereby neirs, administrators, executors, personar easements in the instrument as set out about the country, Indiana, a Municipate to be duly executed.	of Cedar Lake.  irrevocably release unto the al representatives, devisees, pove.
Randell C.	Niemeyer, Town Council President		
Jennifer N	Sandberg, IAMC, Clerk-Treasurer		
Notary Blo	ock on next page.		

STATE OF INDIANA ) ) SS:
COUNTY OF LAKE )
Randell C. Niemeyer, Town Council President, and Jennifer N. Sandberg, Town Clerk-Treasurer, as duly authorized Officials of the Town of Cedar Lake, Lake County, Indiana, personally appeared before me, a Notary Public for said County and State, this day of, 20, and acknowledged the execution and attestation of this Release of Easement taken for temporary right-of-way to be their free and voluntary act and Deed herein.
Notary (Signature)
Notary (Printed)
Commission Expires: County of Residence:
This instrument prepared by David M. Austgen (Attorney No. 3895-45), Austgen Kuiper Jasaitis P.C., Attorneys at Law, 130 North Main Street, Crown Point, IN 46307
swear and affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law. – David M. Austgen

CERTIFICATE OF PRO	OF:				
WITNESS to the signature(	(s) on the foregoing ins	trument to which the	his Proof is atta	ched:	
Witness Signature					
Witness printed name					
STATE OF INDIANA	) )SS:				
COUNTY OF LAKE	)				
Before me, the unforce of the above-named subscribing not receive any interest in our line Witness Whereof, I have	who, being known to me who, being duly swo Timothy & Rhonda ing witness is not a part or proceeds from the proceeds from the proceeds.	to be the person rn by me, depose <b>Duffy</b> in the above y to the transaction operty that is the su	whose name is and says that e-named subscribed in the bject of the trans	ibing witness presence, and the foregoing instrument ansaction.	s to the ent was and that
		Notar	y Public		

COUNTY ROAD: DES: PARCEL:	Lake Shore Drive 1382594		
estate, rec	nture, executed this day of _ orded as set out below and acquired nty, Indiana, is subject to temporary	, 20, witnesses for use on the above-referenced project teasements.	that a certain parcel of real for the Town of Cedar Lake,
Parcel	Owner	Parent Key Number	Instrument Number
5	James P. Kotsiviras	45-15-23-156-005.000-043	2016043260
NOW, TH present ov grantees, s In Witnes authorized	EREFORE, in consideration of the wner or owners of record, their huccessors, and assigns, all temporary whereof, the Town of Cedar L Officials, has caused this Instrumen	y easement was acquired has been accomy operations or construction of the Town premises, the undersigned does hereby neirs, administrators, executors, personar easements in the instrument as set out about to be duly executed.	of Cedar Lake.  irrevocably release unto the al representatives, devisees, pove.
	edar Lake, Lake County, Indiana, al Corporation		
Randell C.	Niemeyer, Town Council President		
	Sandberg, IAMC, Clerk-Treasurer		
	kn8s.		

STATE OF INDIANA	) )
COUNTY OF LAKE	) SS: )
Officials of the Town of C County and State, this	wn Council President, and Jennifer N. Sandberg, Town Clerk-Treasurer, as duly authorized Cedar Lake, Lake County, Indiana, personally appeared before me, a Notary Public for said day of, 20, and acknowledged the execution and attestation at taken for temporary right-of-way to be their free and voluntary act and Deed herein.
Notary (Signature)	<del></del>
Notary (Printed)	
Commission Expires: County of Residence:	
This instrument prepared I Law, 130 North Main Stre	by David M. Austgen (Attorney No. 3895-45), Austgen Kuiper Jasaitis P.C., Attorneys at et, Crown Point, IN 46307
I swear and affirm under number in this document,	the penalties for perjury that I have taken reasonable care to redact each Social Security unless required by law. – David M. Austgen

)				
)				
being known to me who, being duly swoJames P. Kot witness is not a part	to be the person on by me, deposes siviras in the above to the transaction	whose name is and says that e-named subscribed in the	s subscribed as a witness t t the foregoing instrument ribing witness presence, and the foregoing instrument and	o the was
	being known to me who, being duly swordJames P. Kots witness is not a party	ersigned, a Notary Public, this d being known to me to be the person who, being duly sworn by me, deposesJames P. Kotsiviras in the above witness is not a party to the transaction	ersigned, a Notary Public, this day of being known to me to be the person whose name is who, being duly sworn by me, deposes and says tha James P. Kotsiviras in the above-named subscribed in the state of the person whose name is who, being duly sworn by me, deposes and says that James P. Kotsiviras in the above-named subscribed in the person whose name is the person whose name is whose name is the person who is the person whose name is the person who is the person wh	) ) )SS: ) ersigned, a Notary Public, this day of, 20, personally apper being known to me to be the person whose name is subscribed as a witness to who, being duly sworn by me, deposes and says that the foregoing instrumentJames P. Kotsiviras in the above-named subscribing witness presence, and witness is not a party to the transaction described in the foregoing instrument and proceeds from the property that is the subject of the transaction.

COUNTY ROAD: DES: PARCEL:	Lake Shore Drive 1382594		
This Inder estate, reco Lake Cour	nture, executed this day of _ orded as set out below and acquired nty, Indiana, is subject to temporary	, 20 witnesses for use on the above-referenced project easements.	that a certain parcel of real for the Town of Cedar Lake,
Parcel	Owner	Parent Key Number	Instrument Number
6	E-5, LLC	45-15-23-156-006.000-043	2015072403
NOW, TH present ov grantees, s In Witness authorized Town of C	We Easement will not interfere with an EREFORE, in consideration of the wner or owners of record, their buccessors, and assigns, all temporary	y easement was acquired has been accomy operations or construction of the Town premises, the undersigned does hereby neirs, administrators, executors, personar easements in the instrument as set out all ake, Lake County, Indiana, a Municipit to be duly executed.	of Cedar Lake.  irrevocably release unto the al representatives, devisees, pove.
Randell C.	Niemeyer, Town Council President		
Jennifer N.	Sandberg, IAMC, Clerk-Treasurer		
Notary Blo	ock on next page.		

STATE OF INDIANA )
OUNTY OF LAKE ) SS:
Randell C. Niemeyer, Town Council President, and Jennifer N. Sandberg, Town Clerk-Treasurer, as duly authorized Officials of the Town of Cedar Lake, Lake County, Indiana, personally appeared before me, a Notary Public for said County and State, this day of, 20, and acknowledged the execution and attestation of this Release of Easement taken for temporary right-of-way to be their free and voluntary act and Deed herein.
Notary (Signature)
Notary (Printed)
Commission Expires: County of Residence:
This instrument prepared by David M. Austgen (Attorney No. 3895-45), Austgen Kuiper Jasaitis P.C., Attorneys at Law, 130 North Main Street, Crown Point, IN 46307
I swear and affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security number in this document unless required by law — David M. Austgen

CERTIFICATE OF PROOF:					
WITNESS to the signature(s) on t	the foregoing instru	ument to which	this Proof is at	tached:	
Witness Signature					
Witness printed name					
STATE OF INDIANA	) )SS:				
COUNTY OF LAKE	)				
Before me, the undersig, bein foregoing instrument, and who, executed and delivered by named subscribing witness is not any interest in or proceeds from the In Witness Whereof, I have hereus	ng known to me to being duly swornE-5, LLC in the a party to the trans are property that is to the transfer of	to be the person by me, depose above-named action describe the subject of the	n whose name ses and says the subscribing with d in the foregoine transaction.	is subscribed as that the foregoing thess presence, and ing instrument and	a witness to the instrument was d that the above-
		Nota	ıry Public		

COUNTY ROAD: DES:	Lake Shore Drive 1382594		
estate, rec	nture, executed this day of		that a certain parcel of real for the Town of Cedar Lake
Parcel	Owner	Parent Key Number	Instrument Number
8	Jovo & Ljubinka Radlovich	45-15-22-288-005.000-014	2016060675
NOW, TH present ov grantees, s In Witness authorized Town of C	EREFORE, in consideration of the vner or owners of record, their huccessors, and assigns, all temporary of Whereof, the Town of Cedar La Officials, has caused this Instrument edar Lake, Lake County, Indiana,	y easement was acquired has been accomy operations or construction of the Town premises, the undersigned does hereby heirs, administrators, executors, personary easements in the instrument as set out about the country, Indiana, a Municipat to be duly executed.	of Cedar Lake.  irrevocably release unto the larepresentatives, devisees, pove.
Randell C.	Niemeyer, Town Council President Sandberg, IAMC, Clerk-Treasurer		
Notary Blo	ck on next page.		

STATE OF INDIANA )
OUNTY OF LAKE ) SS:
Randell C. Niemeyer, Town Council President, and Jennifer N. Sandberg, Town Clerk-Treasurer, as duly authorized Officials of the Town of Cedar Lake, Lake County, Indiana, personally appeared before me, a Notary Public for said County and State, this day of, 20, and acknowledged the execution and attestation of this Release of Easement taken for temporary right-of-way to be their free and voluntary act and Deed herein.
Notary (Signature)
Notary (Printed)
Commission Expires: County of Residence:
This instrument prepared by David M. Austgen (Attorney No. 3895-45), Austgen Kuiper Jasaitis P.C., Attorneys at Law, 130 North Main Street, Crown Point, IN 46307
I swear and affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law. – David M. Austgen

CERTIFICATE OF PROOF:					
WITNESS to the signature(s) or	the foregoing inst	trument to which	this Proof is att	ached:	
Witness Signature					
Witness printed name					
STATE OF INDIANA	) )SS:				
COUNTY OF LAKE	)				
Before me, the unders , beforegoing instrument, and who executed and delivered by Jovo the above-named subscribing winot receive any interest in or pro In Witness Whereof, I have here	sing known to me, being duly sworn & Ljubinka Rad tness is not a party ceeds from the pro	to be the person on by me, depose lovich in the above to the transaction perty that is the s	n whose name is set and says the ove-named subscorn described in the subject of the transport of the transpo	cribing witness presence the foregoing instrument ansaction.	ess to the nent was
		Nota	ry Public		

COUNTY ROAD: DES: PARCEL:	Lake Shore Drive 1382594		
Lake Cou	nture, executed this day of _ orded as set out below and acquired nty, Indiana, is subject to temporary of	, 20, witnesses for use on the above-referenced project teasements.	that a certain parcel of real for the Town of Cedar Lake
Parcel	Owner	Parent Key Number	Instrument Number
9	Ellen M. Ploetz	45-15-22-288-002.000-014	2015084110
NOW, The present or grantees, so In Witness authorized	y Easement will not interfere with an IEREFORE, in consideration of the wner or owners of record, their huccessors, and assigns, all temporary s Whereof, the Town of Cedar L. Officials, has caused this Instrumen	y easement was acquired has been accomy operations or construction of the Town premises, the undersigned does hereby neirs, administrators, executors, personary easements in the instrument as set out about to be duly executed.	of Cedar Lake.  irrevocably release unto the al representatives, devisees, pove.
	edar Lake, Lake County, Indiana, al Corporation		
Randell C.	Niemeyer, Town Council President		<b>3</b>
	. Sandberg, IAMC, Clerk-Treasurer		
Notary Blo	ock on next page.		

STATE OF INDIANA	)
COUNTY OF LAKE	) SS: )
Officials of the Town of (County and State, this	wn Council President, and Jennifer N. Sandberg, Town Clerk-Treasurer, as duly authorized Cedar Lake, Lake County, Indiana, personally appeared before me, a Notary Public for said day of, 20, and acknowledged the execution and attestation and taken for temporary right-of-way to be their free and voluntary act and Deed herein.
Notary (Signature)	
Notary (Printed)	
Commission Expires: County of Residence:	
This instrument prepared Law, 130 North Main Stre	by David M. Austgen (Attorney No. 3895-45), Austgen Kuiper Jasaitis P.C., Attorneys at eet, Crown Point, IN 46307
I swear and affirm under number in this document,	the penalties for perjury that I have taken reasonable care to redact each Social Security unless required by law. – David M. Austgen

# Witness Signature Witness Printed name STATE OF INDIANA ) SS: COUNTY OF LAKE Before me, the undersigned, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared \_\_\_\_\_, being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, and who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by \_\_\_\_\_\_Ellen M. Ploetz in the above-named subscribing witness presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction. In Witness Whereof, I have hereunto subscribed my name and affixed my Official Seal.

Notary Public

COUNTY			
ROAD: DES:	Lake Shore Drive		
PARCEL:	1382594 10		
I ARCEL.	10		
This Inde	nture, executed this day of _	, 20, witnesses	that a certain parcel of real
estate, rec	orded as set out below and acquired	for use on the above-referenced project	for the Town of Cedar Lake
Lake Cour	nty, Indiana, is subject to temporary of	easements.	
Parcel	Owner	Daniel IZ No. 1	
		Parent Key Number	Instrument Number
10	Gary & Beverly Van Noort Joint Tenancy Trust	45-15-22-285-035.000-014	2015084112
NOW, THe present of grantees, so In Witness authorized	prary Easement will not interfere with IEREFORE, in consideration of the wner or owners of record, their had successors, and assigns, all temporary	y easements were acquired have been acquired any operations or construction of the To premises, the undersigned does hereby neirs, administrators, executors, personar easements in the instrument as set out abake, Lake County, Indiana, a Municipat to be duly executed.	irrevocably release unto the al representatives, devisees, pove.
Randell C.	Niemeyer, Town Council President		
Jennifer N	. Sandberg, IAMC, Clerk-Treasurer		
Notary Blo	ock on next page.		

STATE OF INDIANA )	
) SS: COUNTY OF LAKE )	
Randell C. Niemeyer, Town Council President, and Jennifer N. Officials of the Town of Cedar Lake, Lake County, Indiana, per County and State, this day of, 20 of this Release of Easement taken for temporary right-of-way to	sonally appeared before me, a Notary Public for said , and acknowledged the execution and attestation
Notary (Signature)	
Notary (Printed)	
Commission Expires: County of Residence:	
This instrument prepared by David M. Austgen (Attorney No. 3 Law, 130 North Main Street, Crown Point, IN 46307	895-45), Austgen Kuiper Jasaitis P.C., Attorneys at
I swear and affirm under the penalties for perjury that I have to number in this document, unless required by law. – David M. At	iken reasonable care to redact each Social Security stgen

CERTIFICATE OF PROC	)F:	
WITNESS to the signature(s	) on the foregoing in	strument to which this Proof is attached:
Witness Signature		
Witness printed name		<del>-</del> :
STATE OF INDIANA	) )SS:	
COUNTY OF LAKE	)55.	
foregoing instrument, and w	, being known to m who, being duly sw	Public, this day of, 20, personally appeared e to be the person whose name is subscribed as a witness to the orn by me, deposes and says that the foregoing instrument was an Neart Lint Transport Truck in the plant to the personal property and the personal property and the personal property and personal property.
witness presence, and that the	ne above-named sub	n Noort, Joint Tenancy Trust, in the above-named subscribing scribing witness is not a party to the transaction described in the interest in or proceeds from the property that is the subject of the
In Witness Whereof, I have h	ereunto subscribed r	ny name and affixed my Official Seal.
		Notary Public

COUNTY ROAD: DES: PARCEL:	Lake Shore Drive 1382594		
This Independent of the Country of t	nture, executed this day of _ orded as set out below and acquired nty, Indiana, is subject to temporary	, 20, witnesses for use on the above-referenced project easements.	that a certain parcel of real for the Town of Cedar Lake
Parcel	Owner	Parent Key Number	Instrument Number
11	Bobbie J. Dmitrovich	45-15-22-285-017.000-014	2016008151
NOW, THe present of grantees, so In Witness authorized	prary Easement will not interfere with EREFORE, in consideration of the wner or owners of record, their luccessors, and assigns, all temporary	ry easements were acquired have been ach any operations or construction of the Toler premises, the undersigned does hereby heirs, administrators, executors, personary easements in the instrument as set out all take, Lake County, Indiana, a Municipat to be duly executed.	own of Cedar Lake.  irrevocably release unto the al representatives, devisees, bove.
Randell C.	Niemeyer, Town Council President		
Jennifer N	Sandberg, IAMC, Clerk-Treasurer		
Notary Blo	ock on next page.		

STATE OF INDIANA	)
COUNTY OF LAKE	) SS: )
Officials of the Town of County and State, this	wn Council President, and Jennifer N. Sandberg, Town Clerk-Treasurer, as duly authorized Cedar Lake, Lake County, Indiana, personally appeared before me, a Notary Public for said day of, 20, and acknowledged the execution and attestation ent taken for temporary right-of-way to be their free and voluntary act and Deed herein.
Notary (Signature)	
Notary (Printed)	
Commission Expires: County of Residence:	
This instrument prepared Law, 130 North Main Str	by David M. Austgen (Attorney No. 3895-45), Austgen Kuiper Jasaitis P.C., Attorneys at eet, Crown Point, IN 46307
I swear and affirm under number in this document,	the penalties for perjury that I have taken reasonable care to redact each Social Security unless required by law. – David M. Austgen

CERTIFICATE OF PRO	OF:		
WITNESS to the signature(	s) on the foregoing ins	trument to which this Pro	of is attached:
Witness Signature			
Witness printed name			
STATE OF INDIANA	) )SS:		
COUNTY OF LAKE	)		
foregoing instrument, and we executed and delivered by B	being known to me to tho, being duly sworn to tobbie J. Dimitrovich itness is not a party to proceeds from the proper	to be the person whose nation by me, deposes and says to in the above-named substitute transaction described that is the subject of the	
		Notary Public	

COUNTY ROAD: DES: PARCEL:	Lake Shore Drive 1382594		
estate, rec	nture, executed this day of orded as set out below and acquired nty, Indiana, is subject to temporary of	, 20, witnesses for use on the above-referenced project feasements.	that a certain parcel of real for the Town of Cedar Lake,
Parcel	Owner	Parent Key Number	Instrument Number
12	Howard L. & Virginia Parker	45-15-22-285-034.000-014	2017006034
NOW, TH present ov grantees, s In Witness authorized Town of C	rary Easement will not interfere with EREFORE, in consideration of the vner or owners of record, their h uccessors, and assigns, all temporary	y easements were acquired have been acquired have been acquired any operations or construction of the To premises, the undersigned does hereby theirs, administrators, executors, personal easements in the instrument as set out about the county, Indiana, a Municipal to be duly executed.	wn of Cedar Lake.  irrevocably release unto the il representatives, devisees, ove.
Randell C.	Niemeyer, Town Council President		
Jennifer N.	Sandberg, IAMC, Clerk-Treasurer		
Notary Blo	ck on next page		

STATE OF INDIANA	)
COUNTY OF LAKE	) SS: )
Officials of the Town of County and State, this _	own Council President, and Jennifer N. Sandberg, Town Clerk-Treasurer, as duly authorized Cedar Lake, Lake County, Indiana, personally appeared before me, a Notary Public for said day of, 20, and acknowledged the execution and attestation ent taken for temporary right-of-way to be their free and voluntary act and Deed herein.
Notary (Signature)	
Notary (Printed)	
Commission Expires: County of Residence:	
This instrument prepared Law, 130 North Main Str	by David M. Austgen (Attorney No. 3895-45), Austgen Kuiper Jasaitis P.C., Attorneys at eet, Crown Point, IN 46307
I swear and affirm under number in this document,	the penalties for perjury that I have taken reasonable care to redact each Social Security unless required by law. – David M. Austgen

CERTIFICATE OF PROOF:					
WITNESS to the signature(s) on	the foregoing instr	rument to which	this Proof is atta	ached:	
Witness Signature					
Witness printed name					
STATE OF INDIANA	) )SS:				
COUNTY OF LAKE	)				
Before me, the undersing beforegoing instrument, and who, executed and delivered by <b>How</b> that the above-named subscribing will not receive any interest in or In Witness Whereof, I have here	ing known to me being duly swom ard L. & Virginia g witness is not a proceeds from the	to be the person n by me, depose a Parker in the a party to the transa property that is	whose name it whose name it was and says the above-named struction described the subject of the	s subscribed as a with the foregoing instructions witness profing the foregoing instruction.	tness to the rument was esence, and
		Notar	y Public		

COUNTY ROAD: DES: PARCEL:	Lake Shore Drive 1382594		
estate, rec	nture, executed this day of _ orded as set out below and acquired nty, Indiana, is subject to temporary of	, 20, witnesses for use on the above-referenced project teasements.	that a certain parcel of real for the Town of Cedar Lake
Parcel	Owner	Parent Key Number	Instrument Number
15	Waters Edge Condominium, Inc.	45-15-22-287-001.000-014 Through 45-15-22-287-024-000-014	2016011357
NOW, TH present ov grantees, s In Witness authorized Town of C	We Easement will not interfere with an EREFORE, in consideration of the wner or owners of record, their huccessors, and assigns, all temporary	y easement was acquired has been accomy operations or construction of the Town premises, the undersigned does hereby theirs, administrators, executors, personary easements in the instrument as set out about the county, Indiana, a Municipat to be duly executed.	of Cedar Lake.  irrevocably release unto the al representatives, devisees, pove.
Randell C.	Niemeyer, Town Council President		
	Sandberg, IAMC, Clerk-Treasurer		
notary Blo	ck on next page.		

STATE OF INDIANA )
OUNTY OF LAKE ) SS:
Randell C. Niemeyer, Town Council President, and Jennifer N. Sandberg, Town Clerk-Treasurer, as duly authorized Officials of the Town of Cedar Lake, Lake County, Indiana, personally appeared before me, a Notary Public for said County and State, this day of, 20, and acknowledged the execution and attestation of the Release of Easement taken for temporary right-of-way to be their free and voluntary act and Deed herein.
Notary (Signature)
Notary (Printed)
Commission Expires: County of Residence:
This instrument prepared by David M. Austgen (Attorney No. 3895-45), Austgen Kuiper Jasaitis P.C., Attorneys at Law, 130 North Main Street, Crown Point, IN 46307
I swear and affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law. – David M. Austgen

CERTIFICATE OF PRO	OF:		
WITNESS to the signature(	s) on the foregoing ins	rument to which this Proof is attached:	
Witness Signature			
Witness printed name			
STATE OF INDIANA	) )SS:		
COUNTY OF LAKE	)33.		
foregoing instrument, and executed and delivered by and that the above-named su and will not receive any inte	who, being known to me who, being duly swo: Waters Edge Condo abscribing witness is never in or proceeds from	ablic, this day of, 20, personate to be the person whose name is subscribed as a way me, deposes and says that the foregoing instruminium, Inc. in the above-named subscribing with a party to the transaction described in the foregoing in the property that is the subject of the transaction.	vitness to the strument was
		Notary Public	_