

Town Council Public Meeting

January 19, 2021

3. Ordinance No. 1375: Park Impact Fees

P26-28

Motion: _____ 1st _____ 2nd

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

4. Ordinance No. 1376: Annexation – Bultema CLBD South, LLC

P29-31

Motion: _____ 1st _____ 2nd

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

5. Resolution No. 1276: Temporary Loan

P32

Motion: _____ 1st _____ 2nd

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

BZA: Owner: Porter Bros., LLC/Petitioner: Tim Porter-9010 W 133rd Ave-Special Use Variance P33-34 Follow Up Action (referred back to BZA on 12/15/20)

The Board of Zoning Appeals certifies a **Favorable Recommendation** to the Town Council for the requested **Special Use Variance** to allow the Petitioner to operate an indoor/outdoor storage facility for boats, RVs, cars and trucks no larger than ¾ ton pickups, hours of operation 7:00 am to 7:00 pm, no entry beyond those hours, one hundred-nineteen (119) parking spaces and ambulances to be removed before occupancy, contingent upon Plan Commission approval of 1-lot Subdivision and land use approvals with one year to complete the projects, by a vote of **4 in favor and 0 against** held January 14, 2021.

Motion: _____ 1st _____ 2nd

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

PLAN: Letter of Credit: Beacon Pointe East

P35-43

Motion: _____ 1st _____ 2nd

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

NEW BUSINESS:

1. Trash/Recycling Services Agreement

Motion: _____ 1st _____ 2nd

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

2. Financial General Services Agreement with O.W. Krohn

P44-45

Motion: _____ 1st _____ 2nd

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

3. 2020 Indiana Medicaid EMS Supplemental Payment Cost Report Engagement Letter

P46-47

Motion: _____ 1st _____ 2nd

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

Town Council Public Meeting
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4. Moto on Ice Agreement

P48-57

Motion: _____ 1st _____ 2nd

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

5. Right of Entry Agreement – 9208 W 142nd Pl

P58-63

Motion: _____ 1st _____ 2nd

Carnahan	Foreman	Rivera	Miller	Schieben	Sharpe	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
 - a. Promotions

P64-67

WRITTEN COMMUNICATION:

1. Hanover School Corporation
2. Building Department Report
3. Christopher B. Burke Report

P68

P69

P70-77

PUBLIC COMMENT:

ADJOURNMENT:

PRESS SESSION:

NEXT MEETING: Tuesday, February 2, 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.

January 19, 2021

ALL TOWN FUNDS	\$709,438.64
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WASTEWATER OPERATING	\$210,986.88
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WATER UTILITY	\$86,895.30
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STORM WATER	\$205,047.27
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PAYROLL 1/7/2021	\$292,258.24
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Town of Cedar Lake
Office of the Clerk-Treasurer
 7408 Constitution Ave – PO Box 707 – Cedar Lake, IN 46303
 Tel (219) 374-7000 – Fax (219) 374-8588



Memorandum

To:	Town Council
cc:	Town Manager
From:	Jennifer N. Sandberg, Clerk-Treasurer
Subject:	2020 Forwarding Encumbrances & Outstanding Warrant Cancellation

The following items are on the January 19, 2021 consent agenda for approval. These items are annual housekeeping items per previous recommendations from State Board of Accounts or per Town Ordinance.

2020 Forwarding Encumbrances – Total \$209,027.90

Fund #101	\$ 855.00	Fund #806	\$ 13,579.65
Fund #105	\$ 4,837.50	Fund #631	\$ 4,837.50
Fund #402	\$ 7,836.50	Fund #643	\$ 7,050.00
Fund #804	\$ 18,693.32	Fund #654	\$ 160,910.10

2020 Outstanding Warrant Cancellation – Issued checks that have not cleared with dates of 2018 per State Board of Accounts recommendation. Requesting to place the amounts back into the appropriate funds.

BANK 0 ALL TOWN FUNDS					
03/07/2018	0	38208	100448	Kandi Barton Bredar	\$65.00
07/02/2018	0	36118	607-RDC	Niemeyer, Randell	\$105.14
Total of 2 Checks:					\$170.14
Bank 11 WATER UTILITY					
04/18/2018	11	4356	099999	Anderson Deborah & Benjamin	\$72.00
07/18/2018	11	4495	099999	James Zhang	\$72.00
Total of 2 Checks:					\$144.00
					Total of 4 Checks: \$314.14

2020 EMS COLLECTIONS TRANSFER

2020 GL Activity for 101-000-620	\$ 289,846.62	
2020 Adjustments	\$ (1,758.11)	
2020 EMS Collections	\$ 288,088.51	
Annual Transfer Rate	15%	
	\$ 43,213.28	2020 EMS Collections Transfer from General Fund

Sarah Rutschmann

From: Sarah Rutschmann
Sent: Tuesday, January 5, 2021 12:42 PM
To: Joe Paun
Subject: RE: Clubhouse Rental

I can send your request to the Town Council for the 1/19/21 meeting.
Tues, Thurs & Fri conflict days (already scheduled) would include: 1/28, 2/11, 2/25, 3/11, 3/25.
Those dates would NOT be available.

From: Joe Paun <rlwcpresident@gmail.com>
Sent: Tuesday, January 5, 2021 7:22 AM
To: Sarah Rutschmann <sarah.rutschmann@cedarlakein.org>
Subject: Clubhouse Rental

Hello Sarah,

We wanted to reach out regarding the possibility of extending our clubhouse rental though the end of April as we are still not allowed in the HS d/t COVID restrictions.

We are so grateful for the town letting the club use it as long as we already have - and would not be able to have practice without it. Please pass along our appreciation to them.

If allowed, the days of the week would be exactly the same (Tues/Thurs from 6:30-8:30) and Friday (6-7).

Please let us know if this is a possibility.

Thanks Sarah!

-Joseph Paun

Wrestling #2 of 3

Town of Cedar Lake

Office of the Town Administrator

7408 Constitution Ave – PO Box 707 – Cedar Lake, IN 46303

Tel (219) 374-7400 – Fax (219) 374-8588



September 16, 2020

Via email: drjoe@paunwellness.com

Rick Larsen Wrestling Club
c/o Joseph Paun

RE: Clubhouse Use & Fee Waiver

Dear Dr. Paun,

On September 15, 2020, the Cedar Lake Town Council approved your submitted request for the use of the Clubhouse and waived fees in order to hold the Rick Larsen Wrestling Club. The Clubhouse has been reserved for your usage on the following:

Tuesdays – November 3, 2020 through January 26, 2021 (6:30-8:30 pm)

Thursdays – November 5, 2020 through January 28, 2021 (6:30-8:30 pm)

Fridays – November 6, 2020 through January 29, 2021 (6-7 pm)

Please note the following dates are **excluded** from your availability due to previous commitments:

November: 3, 6, 12

December: 10

January: 14 & 28

Please stop by Cedar Lake Town Hall between 8 am and 5 pm Monday through Friday to fill out the rental agreement and you will be issued a code for entry access. Due to COVID and the nature of your request, we would like to stress of cleaning while you use the facility. Proof of insurance for the building usage will also need to be provided at least 14 days prior to the event and note the Town of Cedar Lake as the additional insured.

You had inquired if mats could be stored on-site. We are unable to accommodate storing mats on-site.

The Town looks forward to working with you. If you have any questions, please let me know.

Sincerely,

Jill M. Murr

Town Administrator

Cc: File

From: joe paun
Sent: Wednesday, September 2, 2020 1:13 PM
To: Sarah Rutschmann
Subject: Rick Larsen Wrestling Club - Clubhouse Use

To Whom it May Concern,

My name is Joseph Paun and I am the current president of the Rick Larsen Youth Wrestling Club – here in Cedar Lake.

We are asking for use of the Cedar Lake Clubhouse for the following dates:

Starting Tuesday November 3rd – Tuesday January 26th (6:30-8:30PM)
Starting Thursday November 5th – Thursday January 28th (6:30-8:30PM)
Starting Friday November 6th – Friday January 29th (6-7:00PM)

We will provide the mats, the insurance, and promise to leave the facility in the same condition it was in before our use.

We also wanted to know if we could store the mats on site – if at all possible.

Thanks for your consideration.

Joseph Paun
708-935-2799

DATES TO BE EXCLUDED: NOV 3 & 12; DEC 10; JAN 14 & 28 (SCOUTS ALREADY RESERVED CLUBHOUSE)
NOV 6

Cub Scout Pack 129 would like to continue to use the Cedar Lake Clubhouse for the following dates in 2021:

- January ~~1~~ ~~8~~ 25
- February 1, 8, 15, 22
- March 1, 8, 15, 22, 29 *NOT 15
- April 5, 12, 19, 26
- May 3, 10, 17, 24, 31

- September 13, 20, 27
- October 4, 11, 18, 25
- November 1, 8, 15, 22, 29
- December 6, 13, 20

Various dens would be using the Clubhouse on Monday evenings from approximately 5:30 PM - 7:30 PM to work on different requirements.

Thank you for your consideration.

Jill Giedma
1/5/21 - 10/5/21

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



October 7, 2020

Via Email: potratz23@gmail.com

Cub Scout Pack 129
c/o Jill Ciechna

RE: Clubhouse Use and Fee Waiver

Dear Ms. Ciechna,

On October 6, 2019, the Cedar Lake Town Council approved the submitted request for the use of the Clubhouse from dates November 9, 2020 through May 31, 2021 noted on the attached enclosure. Your fee has been waived from now through December 31, 2020. The Clubhouse has been reserved for your usage those dates. Please stop by to fill out the permit to complete the reservation and secure a code for access to the building.

The Town looks forward to working with you. If you have any questions, please let me know.

Sincerely,

Sarah Rutschmann
Administrative Assistant to the Town Administrator

Enclosure

Cc: file

September 11, 2020

To Whom it May Concern:

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

Thank you for your consideration,


Jill Ciechna

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

October - 5, 12, 19, 26

Nov - 2

APPROVAL DATES WOULD INCLUDE THE FOLLOWING:

Nov: 9, 16, 23, 30

Dec: 7, 14, 21, 28

Jan: 4, 11, 18, 25

Feb: 1, 8, 15, 22

Mar: 1, 8, 15, 22, 29

Apr: 5, 12, 19, 26

May: 3, 10, 17, 24, 31

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO.: 1373

AN ORDINANCE AMENDING TOWN ORDINANCE NO. 1150, BEING: “AN ORDINANCE ESTABLISHING JOB EMPLOYMENT DESCRIPTIONS FOR THE EMPLOYEES OF THE TOWN OF CEDAR LAKE, REPEALING ALL ORDINANCES AND TOWN CODE SECTIONS, OR PORTIONS THEREOF, IN CONFLICT HERewith, INCLUDING TOWN ORDINANCE NO. 1274; AND ALL MATTERS RELATED HERETO”, AMENDING THE JOB DESCRIPTIONS OF RECORDING SECRETARY, TOWN MANAGER ADMINISTRATIVE ASSISTANT AND BUILDING INSPECTOR/CODE ENFORCEMENT JOB POSITIONS FOR THE TOWN, AND ALL MATTERS RELATED THERETO.

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

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

WHEREAS, the Town Council has reviewed it’s the growth and staffing needs for the Town, specifically a Recording Secretary, a Town Manager Administrative Assistant and a Building Inspector/Code Enforcement; and

WHEREAS, the Town Council, upon its review, has determined it appropriate, advisable, and in the best interests of the residents of the Town, that a Recording Secretary, a Town Manager Administrative Assistant and a Building Inspector/Code Enforcement employment position job description of Town should be amended; and

WHEREAS, the Town Council has now determined it appropriate and advisable to add the Job Descriptions for the employees of Town for the benefit of the citizens and residents of the Town of Cedar Lake.

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

SECTION ONE: That the Job Description for a Recording Secretary, a Town Manager Administrative Assistant and a Building Inspector/Code Enforcement, attached to this Amendatory Ordinance as Exhibit “A”, is hereby adopted and approved.

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

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

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

ALL OF WHICH IS PASSED AND ADOPTED THIS 19th DAY OF JANUARY 2021, BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.

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

Randell C. Niemeyer, President

Richard Sharpe, Vice-President

Robert H. Carnahan, Member

John C. Foreman, Member

Colleen Schieben, Member

Ralph Miller, Member

Julie Rivera, Member

ATTEST:

Jennifer N. Sandberg, IAMC
Clerk-Treasurer

**TOWN OF CEDAR LAKE
POSITION DESCRIPTION
RECORDING SECRETARY**

CLASS TITLE: Recording Secretary
DEPARTMENT: Town Administration
DIVISION: Boards and Commission

GENERAL PURPOSE

Serves as recording secretary to one or more Town Boards and Commissions.

SUPERVISION RECEIVED

Work is performed under the Direct Supervision of the Town Manager.

SUPERVISION EXERCISED

None

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Attend Board and/or Committee meetings.
- Compile meeting notes and transcribe meeting minutes.
- Submit a copy of the meeting minutes to the Chair of the Board or Commission
- Research and review items for inclusion on Board/Commission agendas.
- Disseminate communications between other members and staff as directed.
- Archive meeting minutes and related files for the respective Boards and/or Commissions.

PERIPHERAL DUTIES

Other duties as assigned.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience:

- (a) High school diploma or GED equivalent with vocation/technical training in Secretarial Science, Office Procedures or a related field.
- (b) Any equivalent combination of education and experience.

Necessary Knowledge, Skills and Abilities:

- (a) Requires the ability to perform basic level of data analysis, including the ability to review, classify, categorize, prioritize and/or reference data, statutes and/or guidelines and/or group, rank, investigate and diagnosed. Requires discretion in determining and referencing such to established standards to recognize interactive effects and relationships.
- (b) Requires the ability to utilize a variety of reference, descriptive and/or advisory data and information such as invoices, time cards, agendas, newsletters, claims, manuals, policies, procedures, guidelines and non-routine correspondence.
- (c) Requires the ability to communicate orally and in writing with the Town Manager, all department personnel, other Town departments, customers and the public.
- (d) Requires the ability to perform addition, subtraction, multiplication and division; and to calculate percentages and decimals.

SPECIAL REQUIREMENTS

Valid state driver's license or ability to obtain one.

TOOLS AND EQUIPMENT USED

Personal computer, including word processing software; calculator; copy and facsimile machine; telephone; mobile or portable radio; automobile.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl.

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

WORK ENVIRONMENT

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

The noise level in the work environment is quiet.

SELECTION GUIDELINES

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

Approval: _____
Town Manager

Effective Date:

Revision History:

**TOWN OF CEDAR LAKE
POSITION DESCRIPTION
TOWN MANAGER ADMINISTRATIVE ASSISTANT**

CLASS TITLE: Administrative Assistant (Non-Exempt Position)
DEPARTMENT: Town Administration
DIVISION:

GENERAL PURPOSE

Performs a variety of routine and complex clerical, secretarial and general office aspects for the Town Manager

SUPERVISION RECEIVED

Works under the direct supervision of the Town Manager.

SUPERVISION EXERCISED

As directed by the Town Manager.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Performs routine clerical and administrative work in answering telephones, receiving the public, providing customer assistance and data processing
- Answers in-coming calls and routes callers or provides information as required.
- Assists in the day-to-day operations of the Building and Planning Department.
- Assists in the implementation of projects.
- Receives the public and answers questions; responds to inquiries from employees, citizens and others and refers, when necessary, to appropriate persons.
- Attends various meetings with professionals, citizens, stakeholders, and elected officials both with the Town Manager or individually as directed.
- Provides various reports and documents related to departmental operations.
- Assist in the procurement of department materials and supplies.
- Operates listed office machines and equipment as required.
- Receives stamps and distributes incoming mail, processes outgoing mail.
- Composes, types, and edits a variety of correspondence, reports, memoranda, and other material requiring judgment as to content, accuracy, and completeness.

- Inputs data to standard office and department forms; compiles data for various reports.
- Plan conferences and training sessions. Coordinates travel plans for staff.
- Acts as custodian of departmental documents and records. Establishes and maintains filing systems, control records and indexes using independent judgment.
- Schedules appointments, and performs other administrative and clerical duties.
- Follows-up on citizen requests for service, complaints, and requests for information.
- Assists in the development of notices, flyers, brochures, newsletters, media releases, news articles, and other informational materials about programs and services.
- Other duties as assigned.

PERIPHERAL DUTIES

- Assist other town department heads in various clerical duties.
- Operates a vehicle when necessary to travel for town business matters.
- Attend seminars and workshops related to administrative duties and responsibilities.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience:

- A. Graduation from a high school or GED equivalent with specialized course work in general office practices such as typing, filing; and word processing.
- B. Five (5) years of increasingly responsible related experience, or any equivalent combination of related education and experience.

Necessary Knowledge, Skills and Abilities:

- A. Working knowledge of computers and electronic data processing; working knowledge of modern office practices and procedures.
- B. Skill in operation of listed tools and equipment.
- C. Ability to effectively meet and deal with the public; ability to communicate effectively verbally and in writing; ability to handle stressful situations.
- D. Ability to establish and maintain effective working relationships with employees, supervisors, other departments, officials and the public; ability to communicate effectively verbally and in writing.

SPECIAL REQUIREMENTS

Must possess, or be able to obtain by time of hire, a valid driver's license without record of suspension or revocation in any State;

No felony convictions or disqualifying criminal histories; Must be able to read and write the English language; Must be of good moral character and of temperate and industrious habits.

TOOLS AND EQUIPMENT USED

Typewriter, personal computer, including word-processing, spreadsheet and data base software; telephone, copy machine; facsimile machine, calculator or similar office related tools and equipment.

PHYSICAL DEMANDS

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

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

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

WORK ENVIRONMENT

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

The noise level in the work environment is usually quiet.

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interviews and references check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. As workload changes, assistance will be required to assume more responsibilities.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approval: _____
Town Manager

Effective Date: _____

Revision History: _____

TOWN OF CEDAR LAKE
POSITION DESCRIPTION
FULL TIME CODE ENFORCEMENT/BUILDING CODE ENFORCEMENT

CLASS TITLE: Code/Building Code Position **LOCATION:** Town Hall
DEPARTMENT: Building and Planning **EMPLOYMENT LEVEL:** Non-Exempt
DIVISION: Inspections

GENERAL PUROSE:

Performs a variety of routine inspections related to code enforcement and building code enforcement related rules and regulations.

SUPERVISION RECEIVED:

Works under the direct supervision of the Building and Planning Director

SUPERVISION EXERCISED:

None

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Review and approves/disapproves building permits;
- Performs basic construction inspections and inspections of properties within the town that are in violation of town regulations
- Inspects Zoning and Land Use and applies knowledge of zoning codes and ordinances;
- Enforces Town Ordinances and codes relating to the registration and licensing of Contractors and / or Businesses.
- Assists with and responds to Ordinance Violations as assigned;

PERIPHERAL DUTIES:

- Maintains department equipment, supplies and facilities.

DESIRED MINIMUM QUALIFICATIONS:

Education and Experience:

- (A) Graduation from high school education or GED equivalent, and

- (B) Five (5) years experience in building trades, construction inspection, or plan review.
- (C) Accreditations and continuing education in building trades and codes.
- (D) Any equivalent combination of education and experience.

Necessary Knowledge, Skills and Abilities:

- (A) Thorough knowledge of International Building Codes, construction methods, principals, practices, and procedures of the building trades;
- (B) Thorough knowledge of Building, Fire, Plumbing, Mechanical, Electrical, Zoning and other related codes and laws;
- (C) Thorough knowledge of State Codes and local ordinances pertinent to Building Department, inspections, plan review, and related essential functions;
- (D) Knowledge of the records and reports required in the Building Department;
- (E) Ability to create reports and document process involved with the duties of the position;
- (F) Ability to learn applicable laws, ordinances, and department rules and regulations. Ability to communicate effectively orally and in writing. Ability to establish and maintain effective working relationships with peers, supervisors and the public. Ability to exercise sound judgment in evaluating situations and in making decisions. Ability to follow verbal and written instructions. Ability to meet the special requirements listed below. Ability to learn the town's geography.
- (G) Ability to analyze the effectiveness of the department and correlate its development with changing conditions of the Town;
- (H) Ability to work effectively with other departments, officials, stakeholders, business representatives, employees, contractors, and the general public;

SPECIAL REQUIREMENTS:

Valid State Driver's license,

TOOLS AND EQUIPMENT USED:

Knowledge of operation and use of motorized vehicles, telephone, personal computer and other office equipment (including, but not limited to, photocopy and facsimile machines).

PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is frequently required to sit, talk and hear. The employee is occasionally required to stand; use hands to finger, handle, or free objects, tools, or controls; reach with hands and arms; climb or balance; stop, kneel, crouch, or crawl; and taste or smell.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms. The employee frequently is required to stand and talk or hear. The employee is occasionally required to walk, sit; climb or balance, stoop, kneel, crouch, or crawl; and smell.

The employee must frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to seventy-five (75) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

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

While performing the duties of this job, the employee usually works in outside weather conditions.

The noise level in the work environment is usually loud in field settings, and moderately quiet in office settings.

SELECTION GUIDELINES:

Formal application, rating of education and experience; oral interviews and reference check; job related tests may be required.

This position requires a great deal of knowledge of building codes, usually gained from direct experience as a contractor. An individual holding this position is not specifically barred from engaging in contracting work within the municipal boundaries of the Town of Cedar Lake; however, an individual holding this position is specifically barred from engaging in any activities that may be conceived as a conflict of interest including but not limited to soliciting work as a contractor while working as inspector or inspecting one's own work.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and it is subject to change by the employer as the needs of the employer and requirements of the job change.

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

Printed Employee Name

Employee Signature

Town Manager

Operations Director

Effective Date: _____

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1374

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

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, has reviewed Town **Salary Ordinance No. 1370** establishing jobs and salaries to be paid certain offices, positions, and jobs within the Town of Cedar Lake for the year **2021**; and

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, has been advised that modifications and amendments to Town **Salary Ordinance No. 1370** are necessary and appropriate based upon circumstances reported to the Town Council, and

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, having reviewed the circumstances and considered all recommendations, and being duly advised, now concurs that it is advisable, necessary, appropriate, and in the best interests of the residents of the Town of Cedar Lake, that Town **Salary Ordinance No. 1370** be amended to add/revise job positions, and salaries to be paid to such positions, and all related amendments.

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

SECTION ONE: That the following assignments and compensations be amended and added to the Section entitled Town Council & Administration and Planning, Zoning & Building in Town Ordinance No. 1370, as amended from time to time, to read and provide as follows:

Town Council & Administration

Recording Secretary	Full-Time, Hourly	Not to exceed \$17.00 per hour payable 50/25/25 General/Wastewater/Storm
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SECTION TWO: That this amendment shall be for the pay period beginning January 17, 2021.

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

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

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

ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE
TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, THIS 19th DAY OF JANUARY, 2021.

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

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

Randell C. Niemeyer, President

Richard Sharpe, Vice-President

Robert H. Carnahan, Member

John Foreman, Member

Julie Rivera, Member

Ralph Miller, Member

Colleen Schieben, Member

ATTEST:

Jennifer N. Sandberg, IAMC
Clerk-Treasurer

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

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO.: 1375

AN ORDINANCE REESTABLISHING TOWN Y2021 PARK IMPACT FEE FOR THE PURPOSE OF PLANNING AND FINANCING PARK AND RECREATION INFRASTRUCTURE, TO SERVE NEW DEVELOPMENT IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AMENDING TOWN ORDINANCE NOs. 1138 and 1232 BY MODIFYING THE PARK IMPACT FEE CURRENTLY ESTABLISHED IN CONFORMANCE WITH APPLICABLE LAW, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Council"), has again determined that it is reasonable and necessary to promote and accommodate orderly growth and development and to promote the general public health, safety, and general welfare of the residents and citizens of the Town of Cedar Lake (hereinafter "Town"), by continuing to provide for an equitable program to fund the capital costs of new park and recreation infrastructure necessary to serve newly developing areas of the Town; and

WHEREAS, on August 30, 2011, the Town Council did adopt Town Ordinance No. 1138, which established a 2011 Park Impact Fee for the Town, with such Ordinance thereafter becoming effective six (6) months following its adoption, which Ordinance was re-established and adopted by the Town Council on January 19, 2016, as Town Ordinance No. 1232, with such Ordinance thereafter becoming effective six (6) months following its adoption, and which enabling Ordinance has continued to be in force and effect for the last five (5) years, all as allowed and provided for by the provisions of I.C. §36-7-4-1340, as amended from time to time; and

WHEREAS, since the adoption of Town Ordinance No. 1138, the Town has continued to grow, whereby the increasing population has necessitated the Town again reevaluating the current Town Park Equitable Impact Fee to ensure that the amount(s) currently being charged are necessary and proper for the continued growth and establishment of additional park and recreation areas within the Town; and

WHEREAS, the Town Council has been duly advised that Town Ordinance Nos. 1138 and 1232, and each of them, along with the statutory provisions located in I.C. §36-7-4-1300 *et seq.*, are effective and in full force, and has determined that the terms and provisions of Town Ordinance Nos. 1138 and 1232 remain compliant with statutory requirements for Ordinances establishing park impact fees; and

WHEREAS, in preparation and anticipation for the requirement of reestablishing the current Park Impact Fee Ordinance for a new five (5) year term, the Town Council did authorize The Arsh Group, Inc. (hereinafter the "Arsh Group") to undertake, prepare, and complete a current Park Impact Fee Study for purposes of determining whether it was in the best interests of the Town to continue with such a fee, or to modify by either increasing or decreasing the Park Impact Fee to be charged during the new five (5) year term; and

WHEREAS, the Town Park Impact Fee Advisory Committee has reviewed information contained in the analysis and conclusions of the Arsh Group related to the updated and proposed Park Impact Fee to be charged to each Equivalent Dwelling Unit ("EDU") within the Town; and

WHEREAS, subsequent to the Town Park Impact Fee Advisory Committee's review and recommendation regarding modification of the Town's Park Impact Fee, the Town Plan Commission completed a review of the Arsh Group's Park Impact Fee Study Analysis, described hereinabove, and at

the conclusion of the duly noticed Public Hearing held in its Public Meeting on January 6, 2021, approved a Resolution with accompanying Certification, each dated January 6, 2021, certifying its FAVORABLE RECOMMENDATION to the Town Council for the adoption of a Town Y2021 Park Impact Fee Reestablishment Ordinance with recommended fee; and

WHEREAS, the Town Council has determined that the purpose of the recommended Town Y2021 Park Impact Fee Reestablishment Ordinance is not to deter growth, remedy existing infrastructure deficiencies, or pay for maintenance or other “non-capital costs”; and

WHEREAS, the Town Council, having reviewed the recommendations of the Town Park Impact Fee Advisory Committee, the Town Plan Commission, the assessment for an updated Town Park Impact Fee from the Arsh Group, the provisions of this Ordinance, and all other applicable law, now concurs that it is advisable, necessary, and in the best interests of the residents of the Town of Cedar Lake that Town Ordinance Nos. 1138 and 1232, attached hereto and incorporated herein by reference as **EXHIBIT A**, be reestablished for the statutory term of five (5) years, and to amend the previously established Park Impact Fee to reflect the amount deemed currently appropriate by the Town Council.

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

SECTION ONE: Reestablishment of the Town’s Park Impact Fee Ordinance. This Reestablishment Ordinance shall reestablish, in all respects, the provisions, terms, information, and related attachments, as originally contained and set forth in Town Ordinance Nos. 1138 and 1232, with said Reestablishment Ordinance to be effective for a period of five (5) years, beginning six (6) months after the date of adoption.

SECTION TWO: Amendment of Park Impact Fee. Based upon the Town Park Impact Fee Analysis Report completed by the Arsh Group, and after receiving recommendations from both the Town Park Impact Fee Advisory Committee and the Town Plan Commission, it is now determined that each dwelling unit hereafter constructed in the Town of Cedar Lake, not specifically exempted by the provisions of Town Ordinance Nos. 1138 and 1232, shall pay in the calendar year that a permit is applied for, the amount of \$1,762.00 as the Park Impact Fee (“Park Impact Fee”) during calendar years 2021 through 2026. The Park Impact Fee Study Report, as completed by the Arsh Group, is attached hereto and incorporated herein by reference as **EXHIBIT B**.

SECTION THREE: Reaffirmation of Town Ordinance Nos. 1138 and 1232. This Reestablishment Ordinance shall reaffirm all other Sections and provisions of Town Ordinance Nos. 1138 and 1232 not specifically amended or modified by this Reestablishment Ordinance.

SECTION FOUR: That all other existing Town Ordinances, or parts thereof, in conflict with the provisions of this Town Y2021 Park Impact Fee Reestablishment Ordinance, are hereby deemed null, void, and of no legal effect, and are specifically repealed.

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

SECTION SIX: That this Town Y2021 Park Impact Fee Reestablishment Ordinance shall take effect in six (6) months from date of adoption herein, and be in full force and effect, from and after its passage and adoption by the Town Council of the Town of Cedar Lake, Lake County, Indiana, as well as publication in conformance with applicable law.

ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, THIS _____ DAY OF _____, 2021.

Randell C. Niemeyer, President

Richard Sharpe, Vice-President

John C. Foreman, Member

Julie A. Rivera, Member

Robert H. Carnahan, Member

Colleen Schieben, Member

Ralph Miller, Member

ATTEST:

Jennifer N. Sandberg, IAMC,
Clerk-Treasurer

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO: 1376

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

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

WHEREAS, the Town Council has reviewed the Petition for Annexation to the Town of Cedar Lake for annexation of approximately 28.672 acres of land into the Town; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ALL OF WHICH IS PASSED AND ADOPTED THIS _____ DAY OF _____, 2021, BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.

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

Randell C. Niemeyer, President

Richard Sharpe, Vice-President

Robert H. Carnahan, Member

John C. Foreman, Member

Ralph Miller, Member

Colleen Schieben, Member

Julie A. Rivera, Member

ATTEST:

Jennifer N. Sandberg, IAMC,
Clerk-Treasurer

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

RESOLUTION NO. 1276

A RESOLUTION AUTHORIZING A TEMPORARY LOAN FOR THE 2017 RDA A, B, & C BONDS OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

WHEREAS, a shortfall of the 2019 Pay 2020 Fall Tax Settlement was received before December 31, 2020, and sufficient funds were not available to make the Lease Payment obligation due by January 15, 2021; and

WHEREAS, an extraordinary emergency exists at this time and it is necessary for said Town to borrow sufficient funds to meet debt obligations. Therefore, the **Wastewater Treatment Plant Special Fund #633** of said Town shall temporarily advance to the **2017 RDA A, B, & C Bond Fund #412** for calendar year 2021; and

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, INDIANA THAT:

SECTION ONE: The sum of \$180,780.54 shall be transferred from the Wastewater Treatment Plant Special Fund #633 to the 2017 RDA A, B, & C Bond Fund #412, in order to meet necessary debt service expenditures.

SECTION TWO: That the repayment shall be made upon receipt of the 2020 pay 2021 Spring Tax Settlement anticipated on or before June 30, 2021.

SECTION THREE: That an emergency exists and this Resolution shall be in full force and effect from and after its passage and approval by the Town Council of the Town of Cedar Lake, Lake County, Indiana.

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA THIS 19th DAY OF JANUARY, 2021.

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

Randell Niemeyer, President

Richard Sharpe, Vice President

Robert H. Carnahan

John Foreman

Julie Rivera

Ralph Miller

ATTEST:

Colleen Schieben

Jennifer N. Sandberg, IAMC
Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

CERTIFICATION

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

Pursuant to the requirements of applicable law, the Board of Zoning Appeals of the Town of Cedar Lake, Lake County, Indiana, by its duly designated representative, CERTIFIES the application of **Porter Bros., LLC, Owner, and Tim Porter, Petitioner**, for a **Special Use Variance** being sought from Zoning Ordinance No. 496, Title XVI-Light Industrial (M-1) Zoning District for the property located at 9010 W. 133rd Avenue, Cedar Lake, IN 46303, Lake County, Indiana, and which is legally described as:

See attached

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

By a vote of **4** in favor and **0** against, upon motion duly made and seconded, at the public meeting held on January 14, 2021.

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

By: _____
Jeremy Kuiper-President

ATTEST:

Tammy Bilgri,
Recording Secretary

Legal Description:

Parent Parcel: per Title Commitment # FCLO8-4510-4668:

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

TRACT "A" DESCRIPTION (9011 W. 133RD AVENUE): Part of the Southeast quarter of the Southwest quarter of Section 22, Township 34 North, Range 9 West of the Second Principal Meridian, in the Town of Cedar Lake, Lake County, Indiana, described as follows: Commencing at the Southwest Corner of the Southeast quarter of the Southwest quarter of said Section 22; thence South 89 Degrees 35 Minutes 50 Seconds East along the South line of said Southwest quarter, a distance of 380.19 feet to the Point of Beginning, said point being on a line 60 feet West of and parallel with the West line of a parcel conveyed by Martin A. and Clara Mager to Cedar Lake Lumber Company, Inc. by Warranty Deed dated June 27, 1972 as Document No. 154896; thence North 33 Degrees 21 Minutes 39 Seconds West along said parallel line, a distance of 356.68 feet to the centerline of Lake Shore Drive; thence North 54 Degrees 01 Minutes 55 Seconds East along said centerline, a distance of 206.27 feet; thence South 33 Degrees 06 Minutes 55 Seconds East, a distance of 57.10 feet; thence South 56 Degrees 53 Minutes 03 Seconds West, a distance of 30.00 feet; thence South 33 Degrees 08 Minutes 55 Seconds East, a distance of 100.00 feet; thence North 59 Degrees 09 Minutes 55 Seconds East, a distance of 80.00 feet to the Westerly line of a lane 1 Rod wide conveyed to Nicholas Galsen by Deed Dated November 26, 1884 and recorded February 18, 1885 in Deed Record 38, Page 14; thence South 33 Degrees 06 Minutes 55 Seconds East along said Westerly line of a lane, a distance of 375.17 feet to a point on the South line of said Southwest quarter; thence North 89 Degrees 35 Minutes 50 Seconds West along the South line of said Southwest quarter, a distance of 305.18 feet to the Point of Beginning, containing 0,000 square feet, 0.00 acres more or less, all in Lake County, Indiana.

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

Irrevocable Letter of Credit No. CL7565LC

Subdivision/Entity: Beacon Pointe East of Cedar Lake, LLC

ALL OF WHICH IS APPROVED THIS 19TH DAY OF JANUARY, 2021,
BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.

TOWN COUNCIL
TOWN OF CEDAR LAKE, INDIANA

By: _____
Randell C Niemeyer, Town Council President

ATTEST:

Jennifer Sandberg, Clerk-Treasurer



Loan Center
9204 Columbia Avenue • Munster, Indiana 46321
219.853.7500 • fax 219.836.8061
ibankpeoples.com

November 24, 2020

Town Council
Town of Cedar Lake
Town Hall
7408 Constitution Ave.
Cedar Lake, Indiana 46303

Gentlemen:

Peoples Bank, at the request of Beacon Pointe of Cedar Lake, LLC, has provided its Irrevocable Letter of Credit No. CL7565LC (the Credit), for Beacon East, Unit 1, which is attached hereto in the amount of Three Hundred Forty-One Thousand Seven Hundred Thirty-Six Dollars and 80/100 Cents (\$341,736.80), dated November 24, 2020 in your favor. This will certify that Paul Rodriguez, AVP, Business Banker, is authorized to provide and execute the attached Irrevocable Letter of Credit, that the signature appearing on said Letter of Credit is authentic, and that the Bank has complied with all banking laws and requirements and other laws in connection with the issuance of such Letter of Credit.

Sincerely,

Todd Scheub

Todd Scheub, EVP
Chief Banking Officer

Attachment: Letter of Credit No. CL7565LC

TS/ns



Member FDIC

personal banking | business banking | digital banking | wealth management



Loan Center
9204 Columbia Avenue • Munster, Indiana 46321
219.853.7500 • fax 219.836.8061
ibankpeoples.com

IRREVOCABLE LETTER OF CREDIT No. CL7565LC

Amount \$341,736.80

Expiration Date: November 4, 2022

Date: November 24, 2020

**Town Council
Town of Cedar Lake
Town Hall
7408 Constitution Ave.
Cedar Lake, IN 46303**

RE: Beacon East, Unit 1

Gentlemen:

Please be advised that Peoples Bank (Issuer) has established a Three Hundred Forty-One Thousand Seven Hundred Thirty-Six Dollars and 80/100 (\$341,736.80) Letter of Credit ("Credit") for Beacon Pointe of Cedar Lake, LLC ("Applicant") for The Town of Cedar Lake, IN, (hereinafter referred to as "Beneficiary"). For information only, we are informed that this Letter of Credit is for the purpose of insuring Applicant's proper construction and installation of the following improvements ("Improvements") in the above-entitled subdivision.

Sanitary Sewer	\$ 149,368.00
Watermain	\$ 349,411.00
Storm Sewer	\$ 244,817.50
Roadway Improvements	\$ 377,299.85
141st Ave Roadway Improvements	\$ 89,050.85
Detention Basin/Mass Ex	\$ 157,000.00
 Total Improvements	 \$1,366,947.20
Maximum Reduction (25%)	
Letter of Credit Total Amount	\$ 341,736.80

The face amount of this Credit shall be reduced from time to time by means of our amendment upon acceptance by the Beneficiary of any of the Improvements. The Beneficiary will notify us in writing that they accepted the specific Improvements and release us from payment hereunder and that the amount of this Credit will be so reduced by such amount.



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Page Two
Town of Cedar Lake
November 24, 2020

In the event the Developer defaults in its obligation to construct and install the Improvements mentioned above, and it becomes necessary for the Beneficiary to make such installation or to complete the same, Peoples Bank will pay any sight drafts up to but not exceeding in the aggregate the amount available under this credit, presented to it prior to 12:00 P.M. November 4, 2022.

We undertake to the Beneficiary to honor the Beneficiary's demand for payment of an amount available under this Credit, upon presentation of a demand for payment in the form of the Demand for Payment attached hereto as Exhibit A, and the original of this Credit, at the following place for presentation: 9204 Columbia Avenue, Munster, Indiana, 46321, Attention: Commercial Loan Department, on or before the expiration date. Presentation will be deemed to have occurred upon our receipt of the Demand for Payment and the original of this Credit.

We undertake to make payment to the Beneficiary under this Credit within five (5) business days of receipt by us of a properly presented Demand for Payment. The Beneficiary shall receive payment from us by check, available for collection by the Beneficiary at the place of presentation/wire transfer to a bank account of the Beneficiary, as described in the Demand for Payment.

Partial and multiple drawings are permitted under this Credit. The aggregate amount available under this Credit at any time shall be the face amount of this Credit, as such amount may be reduced from time to time, less the aggregate amount of all partial drawings previously paid to the Beneficiary at such time.

Any amendments to the terms of this credit must be in writing over authorized signature of an officer of Peoples Bank.

This Credit is governed by the laws of the State of Indiana and is issued subject to the International Standby Practices 1998 (ISP98), International Chamber of Commerce Publication No. 590.

Sincerely,



Paul Rodriguez, AVP
Business Banker

PR/ns

EXHIBIT A
FORM OF DEMAND FOR PAYMENT

Date:

Letter of Credit Reference Number:
CL7565LC

Issuing Bank:

Peoples Bank
9204 Columbia Avenue
Munster, IN 46321

Applicant:

Beacon Pointe of Cedar Lake, LLC
8900 Wicker Avenue
St. John, IN 46373

Beneficiary:

Town Council
Town of Cedar Lake
Town Hall
7408 Constitution Ave.
Cedar Lake, Indiana 46303

Re: Beacon East – Unit 1

Expiration Date: November 4, 2022

This Demand for Payment is presented by Town of Cedar Lake, the Beneficiary, under the Credit with reference number CL7565LC (the "**Credit**"), for the amount of \$ _____, which constitutes a full/partial payment of the funds available to the Beneficiary under the Credit.

Under this Demand for Payment, the Beneficiary states that:

- The undersigned is authorized to execute this Demand for Payment on behalf of the Beneficiary;
- Applicant is in default of its obligations to adequately construct and complete the Improvements, which are the subject of this Credit;
- The above-stated amount of this Demand for Payment is the amount currently due to Beneficiary from Applicant; and
- The Beneficiary states that the proceeds from this Demand for Payment will be used to satisfy the above-identified obligations.

OR

Under this Demand for Payment, the Beneficiary states that:

- The Credit will expire in less than five (5) business days from the date of this Demand for Payment.

- The Issuing Bank has declined to extend the expiration date of the Credit and has given proper notice of such non-extension.
- The funds demanded will act as collateral for the unmatured/contingent obligations of the Applicant with respect to the Improvements.
- The funds demanded will be used to satisfy the obligations of the Applicant with respect to the Improvements.

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

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

NAME OF BENEFICIARY'S ACCOUNT

NUMBER OF BENEFICIARY'S ACCOUNT.

TOWN OF CEDAR LAKE

By _____

Name: _____

Title: _____



November 18, 2020

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

Attention: Plan Commission

Subject: Beacon East, Unit 1
Performance Letter of Credit Reduction
(CBBEL Project No. 060015.00017)

Dear Plan Commission Members:

As requested, Christopher B. Burke Engineering, LLC (CBBEL) staff has reviewed a request from the Applicant to reduce the current Performance Letter of Credit based on installed and inspected infrastructure. Most comments noted in our record drawings review letter dated November 14, 2020 have been addressed. Items that remain outstanding have been partially held in the letter of credit. We recommend that the Performance Letter of Credit be reduced to \$341,736.80. This represents the maximum reduction of 25% prior to final acceptance. All installed infrastructure has been inspected by Town staff and CBBEL. The revised estimate is attached to this letter.

All improvements shall be constructed in accordance with the Town's Development Standards and all applicable Town, County, State and Federal regulations. The Applicant is required to obtain all Town, County, State and Federal permits required for the construction of this project.

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

Sincerely,

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

Encl: Estimated Cost of Construction

cc: Town Manager – (via email)
Town Planning Director – (via email)
Town Director of Operations – (via email)
Town Building Administrator – (via email)
Town Attorney – (via email)
Jack Slager, Schilling Development – (via email)
Michael Tiller, Schilling Development – (via email)
Jack Huls, DVG – (via email)

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Town of Cedar Lake
 Beacon Pointe East, Unit 1
 Recommended Performance Letter of Credit as of 11/18/2020
 Subdivision Improvements Included in the 10/20 Final Plat Portion
 (CBBEL Project 060015.00017)

Description	Unit	Qty	Unit Price	Cost	Partial Reduction		
Sanitary Sewer Improvements							
48" SMH	EACH	8	\$ 3,250.00	\$ 26,000.00	50%	\$	13,000.00
8" PVC SDR 26	LF	2034	\$ 26.00	\$ 52,884.00			
6" SAN SVC - Short	EACH	23	\$ 1,250.00	\$ 28,750.00			
6" SAN SVC - Long	EACH	15	\$ 1,750.00	\$ 26,250.00			
Tie-in to Existing SAN	EACH	1	\$ 7,250.00	\$ 7,250.00			
Road Structural Backfill	LF	358	\$ 23.00	\$ 8,234.00			
Sanitary Sewer Subtotal				\$ 149,368.00			
Watermain Improvements							
6" DIP WM	LF	184	\$ 55.00	\$ 10,120.00			
8" DIP WM	LF	1848	\$ 37.00	\$ 68,376.00			
12" DIP WM	LF	995	\$ 56.00	\$ 55,720.00			
16" DIP WM	LF	115	\$ 75.00	\$ 8,625.00			
Fire Hydrant	EACH	8	\$ 5,000.00	\$ 40,000.00	75%	\$	30,000.00
6" VB	EACH	1	\$ 1,800.00	\$ 1,800.00			
6" Fittings (Bends, Tees, Crosses, etc)	EACH	2	\$ 300.00	\$ 600.00			
8" VB	EACH	7	\$ 2,000.00	\$ 14,000.00	75%	\$	10,500.00
8" Fittings (Bends, Tees, Crosses, etc...)	EACH	26	\$ 400.00	\$ 10,400.00			
12" VB	EACH	4	\$ 2,200.00	\$ 8,800.00	75%	\$	6,600.00
12" Fittings (Bends, Tees, Crosses, etc...)	EACH	6	\$ 500.00	\$ 3,000.00			
16x12 Reducer	EACH	2	\$ 700.00	\$ 1,400.00			
1" Service Pipe, Short	EACH	20	\$ 800.00	\$ 16,000.00			
1" Service Pipe, Long	EACH	18	\$ 1,400.00	\$ 25,200.00			
Tie in at 12" Valve	EACH	1	\$ 3,100.00	\$ 3,100.00			
Testing and Chlorination	LS	1	\$ 3,000.00	\$ 3,000.00			
24" Steel Casing - Jack&Bore	LF	110	\$ 650.00	\$ 71,500.00			
Road Structural Backfill	LF	370	\$ 21.00	\$ 7,770.00			
Watermain Subtotal				\$ 339,291.00			
Storm Sewer Improvements							
72" MH, Outlet Control Structure	EACH	1	\$ 8,000.00	\$ 8,000.00			
72" MH, Type A	EACH	2	\$ 3,750.00	\$ 7,500.00			
60" MH, Type A	EACH		\$ 2,900.00	\$ -			
48" MH, Type A	EACH	20	\$ 1,900.00	\$ 38,000.00			
60" CB, Type A	EACH	1	\$ 2,750.00	\$ 2,750.00			
48" CB, Type A	EACH	4	\$ 2,000.00	\$ 8,000.00			
30" INL	EACH	11	\$ 1,500.00	\$ 16,500.00			
12" FES (w/ grate and rip-rap apron)	EACH		\$ 1,250.00	\$ -			
15" FES (w/ grate and rip-rap apron)	EACH	3	\$ 1,700.00	\$ 5,100.00			
18" FES (w/grate and rip-rap apron)	EACH		\$ 1,900.00	\$ -			
24" FES (w/ grate and rip-rap apron)	EACH	1	\$ 2,250.00	\$ 2,250.00			
30" FES (w/ grate and rip-rap apron)	EACH	1	\$ 2,750.00	\$ 2,750.00			
36" FES (w/ grate and rip-rap apron)	EACH		\$ 2,800.00	\$ -			
42" FES (w/grate and rip-rap apron)	EACH	4	\$ 3,250.00	\$ 13,000.00			
12" RCP	LF	1424	\$ 25.00	\$ 35,600.00			
15" RCP	LF	869	\$ 27.50	\$ 23,897.50			
18" RCP	LF		\$ 30.00	\$ -			
24" RCP	LF	885	\$ 40.00	\$ 35,400.00			
30" RCP	LF	178	\$ 45.00	\$ 8,010.00			
36" RCP	LF		\$ 60.00	\$ -			
42" RCP	LF	220	\$ 78.00	\$ 17,160.00			
Sump Connections	EACH		\$ 200.00	\$ -			
Road Structural Backfill	LF		\$ 18.00	\$ -			
Underdrain at Curb Structure	LF	1100	\$ 19.00	\$ 20,900.00			
Storm Sewer Subtotal				\$ 244,817.50			

Description	Unit	Qty	Unit Price	Cost	Partial Reduction	
Roadway Improvements						
<i>Aggregate Base Course - 10"</i>	SY	7683	\$ 14.00	\$ 107,562.00		
<i>HMA Binder Course - 3"</i>	SY	6783	\$ 10.50	\$ 71,221.50		
HMA Surface Course - 1.5"	SY	6783	\$ 5.95	\$ 40,358.85		
Tack Coat	LS	1	\$ 2,000.00	\$ 2,000.00		
<i>Geogrid</i>	SY	7683	\$ 2.50	\$ 19,207.50		
<i>Concrete Curb - Rolled (18")</i>	LF	3500	\$ 17.25	\$ 60,375.00		
Concrete Curb - B6.12	LF		\$ 17.25	\$ -		
ADA Ramps/DWEs (Common)	EACH	3	\$ 600.00	\$ 1,800.00		
PCC Sidewalk - 4" with Subbase	SF	4500	\$ 7.75	\$ 34,875.00		
Split Rail Fence	LF		\$ 40.00	\$ -		
Street Lights	LS	7	\$ 5,000.00	\$ 35,000.00		
Street Signs	EACH	16	\$ 150.00	\$ 2,400.00		
Striping	LS	1	\$ 2,500.00	\$ 2,500.00		
Roadway Improvements Subtotal				\$ 377,299.85		
141st Avenue Roadway Improvements						
Mill Existing Pavement	SY	1000	\$ 5.25	\$ 5,250.00		
<i>Excavation for Widening</i>	SY	250	\$ 25.00	\$ 6,250.00		
<i>Aggregate Base Course - 10"</i>	SY	466	\$ 38.00	\$ 17,708.00		
<i>HMA Binder Course - 3"</i>	SY	404	\$ 20.00	\$ 8,080.00		
HMA Surface Course - 1.5"	SY	1404	\$ 7.90	\$ 11,091.60		
Tack Coat	LS	1	\$ 800.00	\$ 800.00		
<i>Geogrid</i>	SY	466	\$ 2.50	\$ 1,165.00		
<i>Concrete Curb - B6.12</i>	LF	625	\$ 17.25	\$ 10,781.25		
PCC Sidewalk - 4" with Subbase	SF	2700	\$ 7.75	\$ 20,925.00		
ADA Ramps/DWEs (Common)	EACH	2	\$ 600.00	\$ 1,200.00		
<i>Traffic Control</i>	LS	1	\$ 4,800.00	\$ 4,800.00	50%	\$ 2,400.00
Striping	LS	1	\$ 1,000.00	\$ 1,000.00		
Roadway Improvements Subtotal				\$ 89,050.85		
Detention Pond Construction/Mass Ex./Misc.						
<i>Pond 10 and Overflow to Sleepy Hollow Ditch</i>	LS	1	\$ 122,000.00	\$ 122,000.00		
<i>Soil Erosion Sediment Control</i>	LS	1	\$ 30,000.00	\$ 30,000.00	75%	\$ 22,500.00
Pond Aerators	EACH	1	\$ 5,000.00	\$ 5,000.00		
Detention Basin/Mass Ex. Subtotal				\$ 157,000.00		
Improvements				\$ 1,366,947.20		
3% Inspection Fee				\$ 41,008.42		
(Already Installed/Inspected)				\$ 1,167,146.75		
Remaining Improvements				\$ 199,800.45		
Maximum Reduction (25%)				\$ 341,736.80		
Performance LOC (110%) =				\$ 219,780.50		

Note: Italicized items have been inspected, as-built, and accepted.

Items Fully Removed

Items Partially Removed at Noted Amount

January 18, 2021

Mr. Randy Niemeyer, Council President
And Members of the Town Council
Town of Cedar Lake
7408 Constitution Avenue
Cedar Lake, Indiana 46303

Proposed Municipal Advisory General Services Agreement – Addendum #2

Thank you for requesting that O.W. Krohn & Associates, LLP (the “Municipal Advisor”) provide additional services for the Town of Cedar Lake (the “Town”) relative to accounting and municipal advisory services more fully described below.

Scope of Services:

Our anticipated scope of services relates to general accounting and consulting services including: continuing disclosure undertakings, assistance with annual reports and regulatory filings, assistance with the preparation of DLGF budgets, assistance with annual TIF filings and compilations of annual or periodic accounting reports. We will be pleased to provide any additional services that might arise, upon request.

Fees and Invoicing:

Fees charged for work performed are generally based on hourly rates, as set forth below, for the time expended unless other arrangements are mutually agreed on. Hourly rates for work performed by our professionals vary by individual and reflect the complexity of the engagement. Invoices are generally submitted monthly describing the services provided, time logs and a current billing amount. As always, should any questions arise regarding invoice amounts and service descriptions, please do not hesitate to call.

The Municipal Advisor's fees for the services described above shall be based on actual time charges and out of pocket expenses. Our 2021 professional staff billing rates are noted below:

Standard Hourly Rates / Staff Classifications*

<i>Partners</i>	<i>\$255.00</i>
<i>Municipal Advisors and CPAs</i>	<i>\$220.00</i>
<i>Sr. Consultants & Project Managers</i>	<i>\$200.00</i>
<i>Staff Accountants & Consultants</i>	<i>\$155.00</i>
<i>Support Personnel</i>	<i>\$95.00</i>

** Billing rates are subject to change periodically due to changing requirements and economic conditions. However, the rates above will not be changed prior to December 31st, 2021. Actual fees will be based on the actual time expended, required experience of the staff assigned and complexity of the engagement.*

Estimated Fee Ranges for Various Additional Services*

<i>Continuing Disclosure</i>	<i>\$3,000</i>	<i>-</i>	<i>\$6,000</i>
<i>Annual SBoA Filings</i>	<i>\$3,000</i>	<i>-</i>	<i>\$6,000</i>
<i>Annual DLGF Budget Filings</i>	<i>\$5,000</i>	<i>-</i>	<i>\$10,000</i>
<i>Annual DLGF TIF Filings</i>	<i>\$3,000</i>	<i>-</i>	<i>\$6,000</i>
<i>Special Purpose Reports (Utility or Town Funds)</i>	<i>\$3,000</i>	<i>-</i>	<i>\$6,000</i>
<i>Annual Accounting Reports (per Utility)</i>	<i>\$3,000</i>	<i>-</i>	<i>\$5,000</i>
<i>Feasability Calculations (Utility or Town Funds)</i>	<i>\$2,000</i>	<i>-</i>	<i>\$5,000</i>

** Estimated fees assume that these reports are compiled by us in their entirety. It is likely that these various services may be needed in their entirety, in part or not at all. In addition, it is likely that additional services related to these various engagements may be needed. We will continue to provide additional services as deemed necessary.*

Closing Comments:

If the foregoing accurately represents the scope of potential additional services to be provided to the Town, we ask that you accept and return a signed copy of this Addendum #2 to our August 11, 2020 Agreement.

If you have any questions, please let us know. We appreciate this opportunity to be of continued service to the Town of Cedar Lake.

Kindest regards,
O. W. Krohn & Associates, LLP

Buzz

Otto W. Krohn, CPA, CGMA
Executive Partner

The Town of Cedar Lake hereby acknowledges and agrees to the foregoing engagement letter on this ____ day of _____, 2021.

Town of Cedar Lake

By: _____
Authorized Representative

CC: Mr. Rick Eberly, Town Manager
Ms. Jill Murr, Town Administrator
Ms. Jennifer Sandberg, Clerk-Treasurer

ROONEY & Co, LLC

ACCOUNTING AND ECONOMICS

7839 ISLAY ROAD

INDIANAPOLIS, IN 46217

January 4, 2021

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

Dear Jill,

The purpose of this letter is to confirm the cost report services we will perform, and the scope of the engagement. This engagement is by and between Rooney and Co, LLC, an Indiana limited liability company (“**Rooney and Co**”) and the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation (TOWN) which operates an Emergency Medical Service. Our engagement will include the preparation of the following cost report from the information you supply us:

- Indiana Medicaid Freestanding Governmental Ambulance Provider Cost Report for the year ending December 31, 2020.

Rooney and Co is responsible for preparing the cost report listed above in compliance with the cost allocation principles found in OMB Circular A-87 and CMS Pub. 15-1 and based on the instructions outlined in the Indiana Health Coverage Program June 4, 2013 Medicaid Bulletin BT201316. The purpose is to determine the Medicaid program ambulance costs for potential additional Medicaid reimbursement. Rooney and Co will provide TOWN a planning guide to assist in compiling the necessary data required for completion of the above report. All statements, records, schedules, working papers, or memoranda prepared by Rooney and Co during our engagement shall remain the exclusive property of Rooney and Co.

This engagement is limited solely to cost report preparation. Rooney and Co will not audit or otherwise verify the data you submit (the “**Data**”). However, the Office of Medicaid Policy and Planning requires that you have adequate documentation to support the cost reports filed, and we may require clarification with regards to the Data you provide. Regardless of whether or not separate, several, joint or concurrent liability may be imposed upon Rooney and Co, TOWN shall indemnify and hold harmless Rooney and Co from and against all damages, claims, and liability arising from or connected with the Data provided. If Rooney and Co shall become a party to litigation or required to respond to an audit of TOWN based upon the Data submitted or the failure of the cost report to be timely submitted due to the suspension or termination of our work due to non-payment or failure to provide the Data or other necessary info on a timely basis, then TOWN shall hold Rooney and Co harmless and indemnify Rooney and Co with respect to all associated costs, including without limit to: attorneys’ fees, accountants’ fees, court costs, interests, and penalties.

Our fees for the cost report preparation will be \$4,000 or you may choose a 25% contingency due upon the receipt of the 2020 ambulance supplemental payment. We would agree to limit our fees under the contingency arrangement to \$10,000.

If you choose the fixed fee amount of \$4,000, you will be invoiced upon completion of the cost report. Our invoices are due and payable within 40 days. If the contingency option is chosen, the payment to Rooney and Co is due within 40 days of receipt of your payment. Interest will accrue at a rate of 3% per month on any unpaid balances.

We believe the foregoing correctly sets forth our understanding, but if you have any questions, please let us know. If you find the arrangements acceptable, please acknowledge your agreement to the understanding by signing and returning the letter to us.

We look forward to working with you as a client. Should you have questions please contact Lisa Rooney at 317.840.8280 or by email, Lisa.Rooney@Rooneyandco.com.

Sincerely,

Rooney and Co., LLC

/s/ Lisa Rooney

Lisa Rooney, Manager

Please have the authorized agent or other authorized representative select the fee schedule desired, and then execute and date below.

_____ Flat Fee \$4,000

_____ Contingency Fee of 25% of Payment (Limited to \$10,000)

I have read and understand the above Agreement, selected the desired fee schedule, received a copy, and accept all of its terms.

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

By: _____

Date: _____

Printed: _____

Title: _____

MOTO ON ICE EVENT AGREEMENT

THIS 2021 MOTO ON ICE, CO., EVENT AGREEMENT (hereinafter this "Agreement"), is entered into this ____ day of _____, 2021, by and between the Town of Cedar Lake, Lake County, Indiana, an Indiana Municipal Corporation, acting by and through its duly elected and authorized Town Council (hereinafter referred to as "TOWN"), and Moto on Ice, Co., by and through its duly authorized representative, an organization that organizes and hosts American Motorcyclist Association (hereinafter referred to as "AMA") sanctioned ice races for motorcycles, atvs, and side hacks (hereinafter referred to as "ORGANIZER"), for the provision of ice racing events on Cedar Lake at the Cedar Lake Town Municipal Complex.

RECITALS

1. The TOWN seeks to contract with the ORGANIZER, and the ORGANIZER seeks to contract with the TOWN, to establish the responsibilities of each Party for AMA sanctioned ice racing events that may occur in 2021, located at the Cedar Lake Town Municipal Complex at 7408 Constitution Avenue, Cedar Lake, Lake County, Indiana; and

2. The TOWN has determined that it is advisable to enter into an Agreement with the ORGANIZER, and the ORGANIZER seeks to contract with the TOWN, in order to have a designated responsible person or persons with whom to communicate regarding any AMA sanctioned ice racing events that may occur in 2021, upon Cedar Lake; and

3. The ORGANIZER has been sanctioned by the AMA to organize, promote, and host events such as those contemplated to occur pursuant to this Agreement; and

4. The TOWN has determined that permitting AMA sanctioned ice racing events on Cedar Lake at the Town Municipal Complex will result in substantial benefit to the TOWN by providing an attraction for local citizens and tourists, promoting the patronage of local businesses by attendees of said racing events, and promoting the recreational use of Cedar Lake during all seasons of the year; hence, permitting AMA sanctioned ice racing events on Cedar Lake is determined by the TOWN to be in the best interests of the TOWN; and

5. The TOWN and ORGANIZER both seek to guard against potential conflicts, problems or disagreements by setting forth hereafter the terms of this Agreement between them whereby the ORGANIZER will be permitted to utilize the TOWN Municipal Complex at 7408 Constitution Avenue, Cedar Lake, Lake County, Indiana, in the organizing, promotion, and hosting of AMA sanctioned ice racing events in 2021, in accordance with the terms of this Agreement.

COVENANTS

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

1. The ORGANIZER agrees to contract with the TOWN as Moto on Ice Event Promoter, to be specifically coordinated with the Town Manager of the TOWN, at the Town of Cedar Lake Municipal Complex. The TOWN authorizes ORGANIZER to operate Moto on Ice event activities on the Town-owned Municipal Complex located at 7408 Constitution Avenue, Cedar Lake, Indiana, including upon the water body known as Cedar Lake, on each weekend of the winter months when weather and ground/lake conditions would allow such events to safely proceed, from 5:00 p.m. on Fridays for setting up and preparation, with racing activities permitted on Saturdays and Sundays beginning no earlier than 8:00

a.m., and cleanup of the Town Municipal Complex completed by 5:00 p.m. on Sunday afternoon, beginning on January 1, 2021, and ending on March 28, 2021. This schedule permits appropriate set-up and clean-up of the Moto on Ice operation and equipment for each scheduled authorized Activity date. Actual Moto on Ice hours will be from 8:00 a.m. until 3:00 p.m., inclusive.

2. The Agreement shall be effective upon approval of the TOWN, and shall be in effect from January 1, 2021, through May 1, 2021, subject to the terms hereafter.
3. The ORGANIZER shall reimburse the TOWN for the expense of making two (2) Emergency Medical Services personnel exclusively available to respond to, and provide, emergency medical care for participants, attendees, audience members, and the like, at the Moto on Ice events. Said payment is due within ten (10) days of the date of each event, to be paid to the Town Clerk-Treasurer.
4. All signage for each Moto on Ice event will be provided by the ORGANIZER. The ORGANIZER will be responsible for setting the signage on the date of each Event and removal of all signage no later than 9:00 pm on the date of each Event. A banner will be allowed during the term of the contract on the Municipal Complex fence along Morse Street provided said banner is maintained in good condition and repair. The ORGANIZER will be responsible for the storage of all signs, barricades, banners, etc. used to support the Moto on Ice activities and events.
5. The ORGANIZER will be responsible for all communications with vendors, interested persons, and the like.
6. The ORGANIZER shall be responsible for any damage to TOWN property resulting from its operation of Moto on Ice event activities, other than normal wear and tear.
7. The TOWN shall allow the use of the public restrooms during the Moto on Ice event activity hours. Restrooms shall be maintained by the ORGANIZER.
8. The ORGANIZER shall ensure that operations and traffic flow of each Moto on Ice event are established such that Emergency Management Services of the Town such as Police, Fire, and Paramedics shall not be interfered with by the hosting of such events at the TOWN Municipal Complex.
9. All permits, as well as health department inspections and/or requirements, shall be the responsibility of the ORGANIZER. It will be the responsibility of the ORGANIZER to ensure all licensing, permits, etc. are obtained and maintained. Copies are to be provided to the Town Manager by the ORGANIZER upon request by the TOWN.
10. The Moto on Ice event activities shall not interfere with any TOWN programs at the Town Municipal Complex.
11. **TOWN and ORGANIZER Additional Responsibilities.** TOWN and Contractor Additional Responsibilities are set forth in Exhibit B attached hereto.
12. **MISCELLANEOUS**
 - A. **Benefit.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective Heirs, Personal Representatives, Successors and Assigns.

B. **Insurance.** ORGANIZER shall provide evidence that it has obtained and will maintain insurance and complies with the following provisions:

- i. Insurance coverage limits - \$2 million combined single limit;
- ii. TOWN to be listed as named insured on separate endorsement;
- iii. The ORGANIZER's insurance is to be the primary insurance;
- iv. Thirty (30) days' notice to TOWN of cancellation, modification, or replacement;
- v. Certificate of Insurance to be provided before events begin;
- vi. Event insurance requirements are incorporated as EXHIBIT "A"

C. **Notices.** All notices herein required shall be in writing and served on the Parties at their respective addresses, by either Personal Service or mailing of a notice by First Class Mail, postage prepaid. The Parties agree that this Notice is sufficient service for purposes of this Agreement

ORGANIZER:

Moto on Ice, Co.
c/o Mr. John Lewis
16311 Broadway Street
Lowell, IN 46356

TOWN:

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

Attention: Town Clerk-Treasurer
Town Administrator
Town Council President
Town Attorney

D. **Time of Essence.** Time is expressly declared to be of the essence of this Agreement for all services to be rendered hereunder.

E. **Additional Documents.** The Parties hereto agree to execute any and all additional documents necessary to effectuate the terms and provisions of this Agreement.

F. **Entire Agreement/Amendments.** The Agreement herein represents the entire understanding of the Parties hereto with respect to the subject matter of this Agreement and supersedes any prior understanding between the Parties, whether oral or written. Any amendments to this Agreement shall be in writing and shall be signed by all of the Parties hereto.

G. **Independent Organization Relationship.** The ORGANIZER is strictly an Independent Organization, and is not an employee, servant, agent, partner, or joint venturer with the TOWN, is not retained in any capacity by the TOWN, and has no relationship with the TOWN other than those responsibilities to the TOWN established by this Agreement. The TOWN is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payment which it may owe to the independent organization. Neither ORGANIZER, nor any of its employees, agents, contractors, volunteers or other person or persons so related, shall be entitled to receive any benefits which employees of the TOWN are entitled to receive and shall not be entitled to worker's compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit-sharing, or social security on account of their work for the TOWN or upon TOWN property. The ORGANIZER shall be solely responsible for paying its employees, agents, contractors, or other person or persons so related, if there be any. The ORGANIZER shall be responsible for payment of any and all taxes as referred to above.

H. **Indemnification.** The ORGANIZER shall perform the work contemplated by this Agreement at its own risk. The ORGANIZER assumes all responsibility for the condition of tools, equipment, and materials utilized in the performance of this Agreement. The ORGANIZER shall further indemnify and hold harmless the TOWN, its elected and appointed Officials, Employees or Agents and Representatives from any claim, demand, loss, liability, damage, or expense arising in any way from the ORGANIZER's work, and the ORGANIZER's work contemplated by this Agreement, which shall include attorney's fees. The ORGANIZER will indemnify and hold the TOWN harmless for any and all claims

arising out of this Agreement and any damages resulting therefrom, including but not limited to claims of personal or bodily injury or death, and property damage, whether arising from tort, contract regulator or other claim.

I. **Termination Without Cause.** Without cause, either Party hereto may terminate this Agreement after giving five (5) days prior notice as specified in "SECTION 12.C. Notices", hereinabove, to the other of intent to terminate without cause. The Parties shall deal with each other in good faith during the five (5) day period after any notice of intent to terminate without cause has been given.


J. **Attorney's Fees.** In the event that it is necessary for either Party to this Agreement to initiate any action for the purpose of interpretation or enforcement, the prevailing Party shall be entitled to recover, in addition to all its rights and remedies at law or in equity, its costs, including attorney's fees.

K. **Governing Law and Invalidity.** This Agreement shall be governed and enforced by the Laws of the State of Indiana, and it is agreed the Indiana State Courts in Lake County, Indiana, shall have exclusive jurisdiction of any dispute under this Agreement. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law or, if invalid under such law, said decision that such provision is not valid shall not invalidate nor render unenforceable, the remaining provisions of this Agreement.

L. **Public Action.** This Agreement has been approved by affirmative action of the TOWN COUNCIL of the Town of Cedar Lake, Lake County, Indiana, at a Public Meeting of the TOWN COUNCIL, after a motion duly made and seconded, on the ___ day of _____, 2021, by a vote of ___ in favor and ___ against, and whereby the TOWN COUNCIL President and TOWN Clerk-Treasurer, respectively, were authorized and directed to execute and enter this Agreement on behalf of the TOWN in their representative capacities.

ALL OF WHICH IS AGREED TO THIS ___ DAY OF _____, 2021.

ORGANIZER
MOTO ON ICE, CO.

By: 
Printed: John Lewis
Address: 16311 Broadway Street
Lowell, IN 46356

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

By: _____
Randell C. Niemeyer, President

ATTEST: _____
Jennifer N. Sandberg, IAMC
Clerk-Treasurer

EXHIBIT A

Insurance Requirements for use of Town Complex – special events

Any person or entity hosting an event at the Town Complex must provide a completed Certificate of Insurance naming Town of Cedar Lake, IN as the Certificate Holder, located at 7408 Constitution Avenue, Cedar Lake IN, 46303, to the attention of Rick Eberly, Town Administrator, and shall include the following minimum insurance coverages, limits and terms.

The insured will continue or renew all required coverages throughout the term of this contract and will provide updated and current Certificates of Insurance as proof of their compliance in a timely fashion.

Commercial General Liability (Occurrence Form)

General Aggregate (other than Prod/Comp Operations)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000
Liquor Liability (if alcohol will be served at the event)	\$1,000,000

- The above insurance shall be considered PRIMARY insurance and any other insurance carried by Town of Cedar Lake, IN will be excess and shall not contribute to any losses arising out of the person or entity's work.

Automobile Liability

\$1,000,000 each accident

- Insurance coverage should apply to "any auto", "non-owned", and "hired vehicles" used by the person or entity.

Workers Compensation and Employer's Liability

Workers Compensation	State Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

Umbrella Liability

Each Occurrence and Aggregate	\$1,000,000
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The above coverages must be placed with an insurance company with an A.M. Best rating of A-:VII or better.

Please provide a Waiver of Subrogation in favor of Town of Cedar Lake, IN as it pertains to Commercial General Liability, Auto, Umbrella, Workers Compensation and Liquor Liability insurance coverages, as applicable.

Please list the following entity as an ADDITIONAL INSURED on the General Liability insurance policy.

Town of Cedar Lake, IN, its subsidiaries, affiliates, board members, directors, officers, and employees as Additional Insureds for all liability arising out of ongoing operations and completed operations.

(Use forms CG2010 07 04 and CG2037 07 04 or equivalent forms providing similar coverage.

Blanket additional insured is not sufficient)

Insured will provide a thirty (30) day written notice to Town of Cedar Lake, IN of material changes in these insurance coverages, their cancellation or non-renewal.

EXHIBIT B

ORGANIZER

Responsible for :

- Providing the Town Manager with the Name and Mobile Telephone Number of any and all individuals who will be responsible for the operations of each Moto on Ice event, at least twenty-four (24) hours prior to each events occurrence.
- Notification of TOWN at least twelve (12) hours prior to event cancellation.
- Event Coordination
- Maintaining appropriation sanctioning authority from the American Motorcyclist Association.
- Advertising
- Vendor Applications & Waivers, all vendor space reservations
- Inspection of ice conditions and preparation of track siting, ensuring that no racing shall occur upon ice that is less than eight (8") inches in thickness.
- Parking
- Signage
- Restroom Maintenance
- Communication with Vendors, interested persons and the like
- Garbage and site clean up
- Security if needed
- No alcohol vendors permitted
- Food Concessions – all vendors must have a current health permit from Lake County Health Department
- No smoking in the Town Municipal Complex. We would like to have a smoke-free environment on the public grounds.

TOWN

- Will provide advertising in the Town's newsletter, website and social media. Advertising and links to information will be provided by the Organizer.
- Use of dumpster and trash cans; however, all garbage shall be maintained and removed by ORGANIZER.

NOTEPAD:HOLDER CODE
INSURED'S NAME **American Motorcyclist**AMERI-8
OP ID: NCPAGE 2
Date 12/21/2020**Type of Insurance: Commercial General Liability****Policy Number: GL202000012784****Insured: AMERICAN MOTORCYCLIST ASSOCIATION, INC., AMA DISTRICT ORGANIZATIONS, CLUBS and PROMOTERS****Additional Insureds, in accordance with policy terms and conditions:**

- A. Any managers, owner, or lessor of premises used by the named insured;
- B. Any person or organization sponsoring racing vehicles or sponsoring racing vehicle drivers;
- C. Any person or organization sponsoring your activities or events;
- D. Racing vehicle owners, racing vehicle drivers and racing vehicle crew members; volunteers
- E. Persons or organizations (other than drivers, crew members, racing vehicle owners, sponsors, volunteers, or managers or lessors of premises) if required by contract.
- F. Any state or governmental agency or subdivision or political subdivision – permits or authorizations
- G. Any lessor of leased equipment when required in lease agreement with you
- H. City of Cedar Lake, IN; City of Cedar Lake Fire Department; Moto on Ice, Co.

EVENT DATES*: 1/3/2021

PRACTICE: N/A

ADDITIONAL CAMPING: N/A

ADDITIONAL SET-UP: N/A

ADDITIONAL TEAR DOWN: N/A

*Includes coverage for set-up and camping day before the Event and tear down the day after the Event.



Town of Cedar Lake Facility Permit

Date of Application: 1/15/21

Please note that there are normally 6 picnic tables available at most shelters. If additional seating is needed, this must be supplied by the applicant.

Contact Name John Lewis Organization/Group MOTO - ON - ICE Cedar Lake
 Mailing Address 16311 Broadway St. Howell, IN 46356
 Phone 219-306-7200 E-Mail Address: imolobig@gmail.com
 Date Desired Sundays Time Needed 7am - 5pm Number Persons —

Facility Requested:

☒ Lion's Den & Gazebo \$45.00 + tax
☒ Lion's Den w/ Electric \$20.00 + tax
☒ Cardinal's Roost w/ Electric \$20.00 + tax
☒ Cedar Lake Clubhouse \$ 75.00 minimum + tax

☒ Bandstand w/ Elec. \$25.00 + tax
☒ Gazebo (No Elec.) \$25.00 + tax
☒ Eagle's Nest (No Elec.) \$15.00 + tax
☒ Community Center \$20.00 minimum + tax

Multiple
Sundays
- weather
permitting
through
March
14,
2021

11/17/20 Town Council Approved Use of Town Grounds
 I understand that failure to abide by the regulations adopted by the Town Council of the Town of Cedar Lake, or failure to leave the facility in a clean and reasonable order, may result in forfeiture of the privilege of using the facilities in the future.

Applicant's Signature: John Lewis

No person shall remain in the park that does not abide by the following conditions:

1. Park hours are from dawn until dusk.
2. No defacement, destruction or removal of park property allowed.
3. No littering permitted.
4. No animals, fowl and/or fish can be brought into the park property.
5. No hunting or molesting wildlife.
6. No starting fires, except with extreme caution for culinary purposes in the park-owned or privately-owned grills.
7. Domestic animals are required to be leashed at all times.
8. Swimming, bathing or wading are permitted in designated areas.
9. No alcoholic beverages or dangerous drugs are permitted within the park.
10. No camping permitted within the park.
11. No noisy, boisterous, disorderly or indecent conduct allowed, or in any manner disturbing the peace of the community within the park.

STATE OF INDIANA)
) SS:
 COUNTY OF LAKE)

Release and Indemnifying Agreement

FOR AND IN CONSIDERATION of being permitted to utilize the requested facility located on the Cedar Lake Town Grounds, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Undersigned and all Personal Representatives, Heirs, Successors and Assigns, hereby INDEMNIFY, RELEASE, AND FOREVER DISCHARGE THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, its Agents, Employees, Representatives, Elected Officials and Appointed Officials, Attorneys, Successors and Assigns, hereinafter called "TOWN" from any and all claims, demands, damages, actions, causes of action, or suits of whatever nature or kind, whether known or unknown, present and future, which arises, or may arise out of utilization of the requested facility located on the Cedar Lake Town Grounds, The Undersigned, for the same consideration, the receipt and sufficiency of which is also hereby acknowledged, hereby additionally waive any and all claims, demands, damages, actions, causes of action, or suites of whatever nature or kind, whether known or unknown, present or future, which arise, or may arise, out of utilization of the requested facility on the Cedar Lake Town Grounds.

The undersigned execute and deliver this RELEASE, WAIVER AND INDEMNIFYING AGREEMENT, with full understanding of its terms, and agrees to be bound and obliged by the same.

IN WITNESS WHEREOF, the Undersigned have executed this Release, Waiver and Indemnification Agreement on the 15 day of Jan, 20 21.

[Signature]
Applicant's Signature

ToHo L. Lewis
Applicant's Printed Name

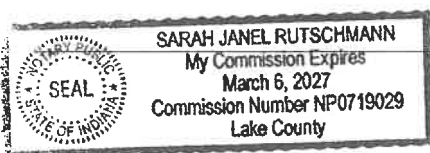
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, in and for said County and State, personally appears, who acknowledge or subscribed signature this 15 day of Jan, 20 21.

[Signature]
Notary Public

My Commission Expires:

A Resident of Lake County,
State of Indiana



RIGHT OF ENTRY LICENSE and CONSTRUCTION AGREEMENT

This RIGHT of ENTRY LICENSE and CONSTRUCTION AGREEMENT (hereafter "AGREEMENT") is entered into the _____ day of _____, 2021, by and between GRANTOR, Jacob R. Viehman and Dayna M. Viehman, Husband and Wife, and GRANTEE, TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation.

RECITALS

1. GRANTOR is the owner of the real property located in the Town of Cedar Lake, Lake County, Indiana, at the address commonly known as 9208 West 142nd Place, Cedar Lake, Indiana, with designated Parcel Number 45-15-34-108-006.000-014, with the legal description set forth on Exhibit A attached hereto (the "Property"), which is incorporated herein by reference; and
2. GRANTEE seeks to, or is in the process of, constructing, repairing or maintaining certain necessary improvements in the public interest located on GRANTOR's property; and
3. GRANTEE seeks permission and authorization from GRANTOR to enter upon the real property as shown on Exhibit A for those purposes.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and all other consideration, the adequacy of which is agreed upon by the Parties, the Parties hereto agree as follows:

AGREEMENT

1. **GRANT OF RIGHT OF ENTRY:** GRANTOR hereby grants GRANTEE, its employees, consultants, contractors, representatives, agents and designees permission and authority to enter upon the Property shown on Exhibits A and B for the purposes described in the Recitals above (the "Work" is shown on Exhibit B). GRANTOR shall not be responsible for any of the costs of the Work. GRANTEE shall direct and control all activities pertaining to the Work, and shall not impose, at any time, any charge, fee or exaction upon GRANTOR for the Work.
2. **ASSUMPTION OF RISK:** GRANTEE enters the Property and performs or causes to be performed such Work as referred to above at its own risk, and subject to whatever hazards or conditions may exist on the Property.

3. PERMITS: GRANTEE shall procure and obtain all necessary permits from appropriate agencies for the Work at GRANTEE'S sole expense.
4. TERM AND TERMINATION: The term of this AGREEMENT shall commence on the _____ day of _____, 2021, and expire on the _____ day of _____, 2021, or the date of final completion of the Work, whichever occurs later.
5. DUTY TO REPAIR, RESTORE, OR REPLACE: Prior to termination of this AGREEMENT, GRANTEE shall perform the work shown on the Work and project plans (Exhibit B), and restore any property that is damaged and that is not a part of the Work to its original condition or better. Restoration shall include the repair or replacement of any landscaping, structures, fences, driveways, or other improvements that are removed, damaged, or destroyed by GRANTEE'S employees, contractors, subcontractors, representatives, agents and designees.
6. INDEMNIFICATION: GRANTEE shall indemnify, defend and hold harmless the GRANTOR, its Officers, Officials, Directors, Employees, Contractors, Subcontractors, Agents, Affiliates, Successors and Assigns from any and all claims, suits or actions of every name, kind and description, brought forth on account of injuries to or the death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors, or omissions, of any person directly or indirectly employed by or acting as agent for GRANTEE in performance of this AGREEMENT, except to the extent arising from the negligence or intentional misconduct of GRANTOR, its employees, contractors, subcontractors, agents, successors or assigns.
7. INSURANCE: During the term of this Agreement, GRANTEE and its contractors, subcontractors and agents shall fully comply with the laws of the State of Indiana concerning Worker's Compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect, one (1) or more policies of insurance insuring against any liability GRANTEE and its agents may have for Worker's Compensation claims.

GRANTEE, if requested, shall provide the GRANTOR with a valid Certificate of coverage confirming comprehensive general and automobile liability coverage in an amount of not less than \$1,000,000.00 as an additional covered party. The Certificate will further confirm that the coverage in effect will not be canceled, limited, or allowed to expire, except upon thirty (30) days written notice to the GRANTOR. It is further agreed that any coverage extended by reason of this Section of AGREEMENT shall be

primary, and that any similar insurance maintained by GRANTOR for its own protection shall be secondary or excess, and not contributing insurance.

GRANTEE shall require its Contractors and Subcontractors to obtain, at their sole cost, and keep in full force and effect during the term of this AGREEMENT, commercial general liability insurance in an amount of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage; provide (i) that the GRANTOR, its officers, agents, employees, and volunteers shall be added as additional insureds under the policy; (ii) that the policy shall stipulate that this insurance will operate as primary insurance; and (iii) that no other insurance of the GRANTOR or other named insureds will be called upon to cover a loss covered thereunder.

8. RECORDING: NEITHER GRANTOR NOR GRANTEE SHALL RECORD THIS AGREEMENT.
9. ATTORNEY'S FEES: If any legal action or proceeding arising out of or relating to this AGREEMENT is brought by either Party to this AGREEMENT, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney's fees, costs, and expenses incurred in the action or proceeding by the prevailing party.
10. NOTICES: All notices required or permitted under the terms of this AGREEMENT shall be in writing and sent to:

GRANTEE:

Town of Cedar Lake
P. O. Box 707
Cedar Lake, IN 46303
Attn: Town Manager
Town Clerk-Treasurer
Town Council President

GRANTOR:

Jacob R. and Dayna M. Viehman
9208 W. 142nd Place
Cedar Lake, IN 46303

11. TIME IS OF THE ESSENCE: ENTIRE AGREEMENT: Time is of the essence of each of the terms and provisions of the AGREEMENT. This AGREEMENT constitutes the entire agreement between GRANTEE and GRANTOR, and no alteration or amendment of any part thereof shall be effective unless in writing and signed by parties sought to be charged or bound hereby.
12. PUBLIC ACTION: It is expressly stated that this AGREEMENT is entered into after action at a Public Meeting of the Town Council of the Town of Cedar Lake, Lake

County, Indiana, a Municipal Corporation, on the _____ day of _____, 2021, wherein, by a vote of _____ in favor, and _____ against, the AGREEMENT herein was directed to be made, and the President of the Town Council and the Town Clerk-Treasurer respectively, were directed to execute and attest said AGREEMENT.

13. CORPORATE/ENTITY AUTHORITY: The undersigned Person or Persons executing this AGREEMENT on behalf of Corporate Parties or other legal entities to this AGREEMENT, represent and certify that they are duly elected or appointed Officers or Representatives of said corporations or entities, and are fully empowered to execute and deliver this AGREEMENT, and that all necessary corporate or entity action for the making of this AGREEMENT has been taken and done.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT as of the date first written above.

GRANTOR:

GRANTEE:

By: Jacob R. Viehman

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

By: _____
Title: Town Council President

By: Dayna M. Viehman

Attest: _____
Title: Town Clerk-Treasurer

Date: _____

Date: _____

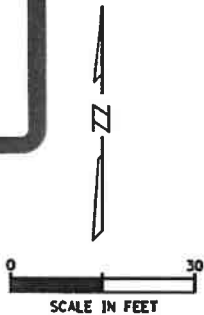
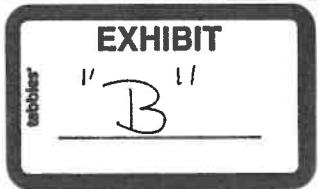
EXHIBIT "A"

RIGHT OF ENTRY LICENSE AND CONSTRUCTION AGREEMENT

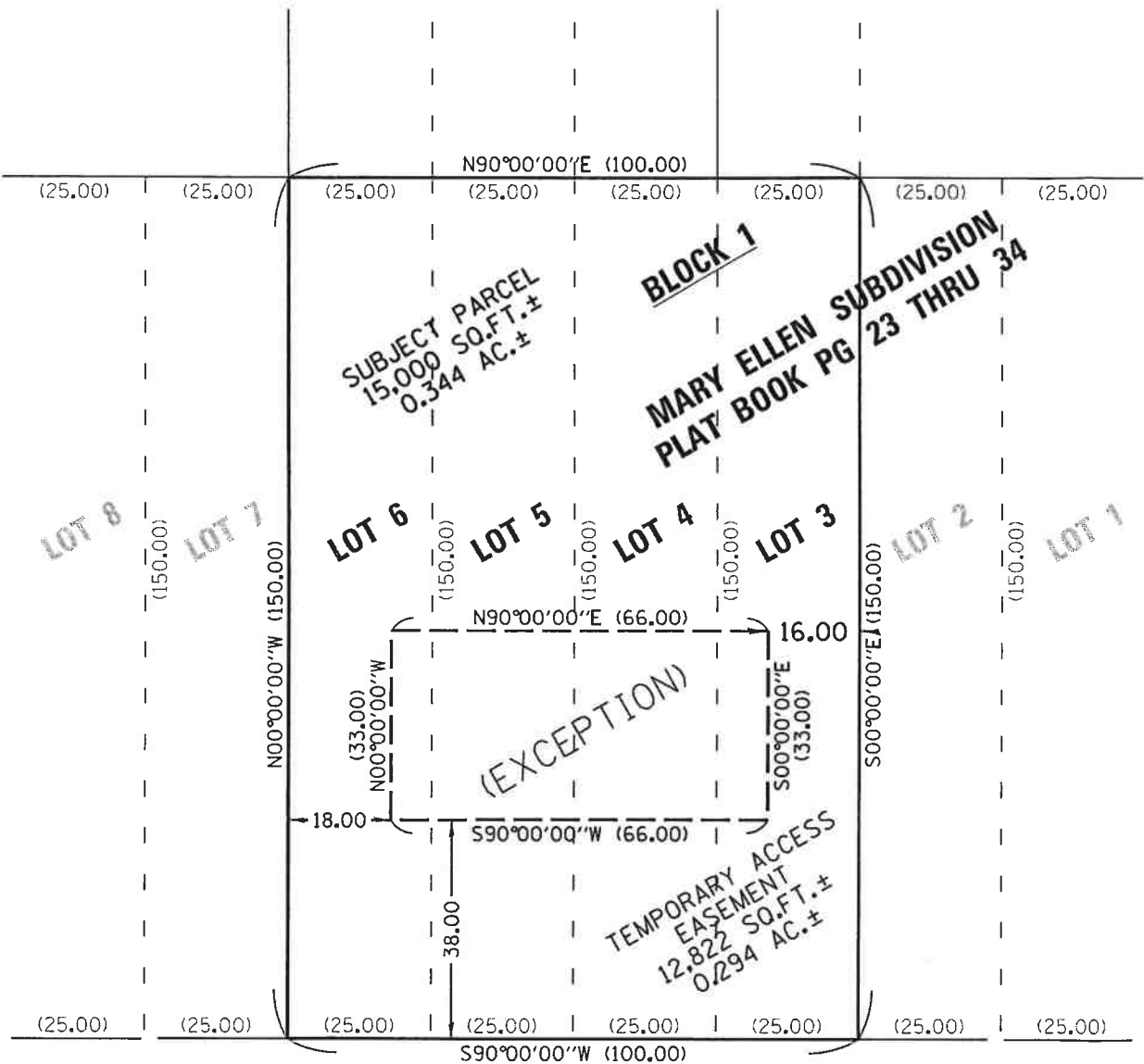
LEGAL DESCRIPTION (TEMPORARY ACCESS EASEMENT)

LOTS 3 THRU 6 INCLUSIVE IN BLOCK 1 IN MARY ELLEN SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 23, PAGE 34 IN LAKE COUNTY, INDIANA, EXCEPTING THEREFROM THAT PART OF SAID LOTS 3 THRU 6 INCLUSIVE OCCUPIED BY THE EXISTING FRAME RESIDENTIAL HOUSE STRUCTURE.

EASEMENT EXHIBIT



PIN NO.
45-15-34-108-0006.000-014
OWNER JACOB R & DAYNA M VIEHAM



GENERAL NOTES:

- 1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
- 2. ONLY THOSE BUILDING LINE SETBACKS AND EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISIONS ARE SHOWN HEREON. REFER TO THE DEED, TITLE INSURANCE POLICY AND LOCAL ORDINANCES FOR OTHER RESTRICTIONS.
- 3. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND REPORT ANY DISCREPANCIES TO THE SURVEYOR AT ONCE.
- 4. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.
- 5. CONTRACTOR/DEVELOPER SHALL NOTIFY INDIANA811 AT 1-800-382-5544 AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK.

SURVEYOR NOTES:

- 1. BEARINGS ARE FOR ANGULAR REFERENCE ONLY AND ARE NOT RELATED TO TRUE OR MAGNETIC NORTH.
- 2. THIS EXHIBIT IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
- 3. PROPERTY IS SUBJECT TO: RIGHTS OF THE PUBLIC, THE STATE OF INDIANA, AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.

142nd PLACE

LEGAL DESCRIPTION (TEMPORARY ACCESS EASEMENT)

LOTS 3 THRU 6 INCLUSIVE IN BLOCK 1 IN MARY ELLEN SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 23, PAGE 34 IN LAKE COUNTY, INDIANA, EXCEPTING THEREFROM THAT PART OF SAID LOTS 3 THRU 6 INCLUSIVE OCCUPIED BY THE EXISTING FRAME RESIDENTIAL HOUSE STRUCTURE.



CHRISTOPHER B. BURKE
ENGINEERING, LTD.
9575 West Higgins Road
Suite 600, Rosemont, Illinois 60018
(847) 823-0500

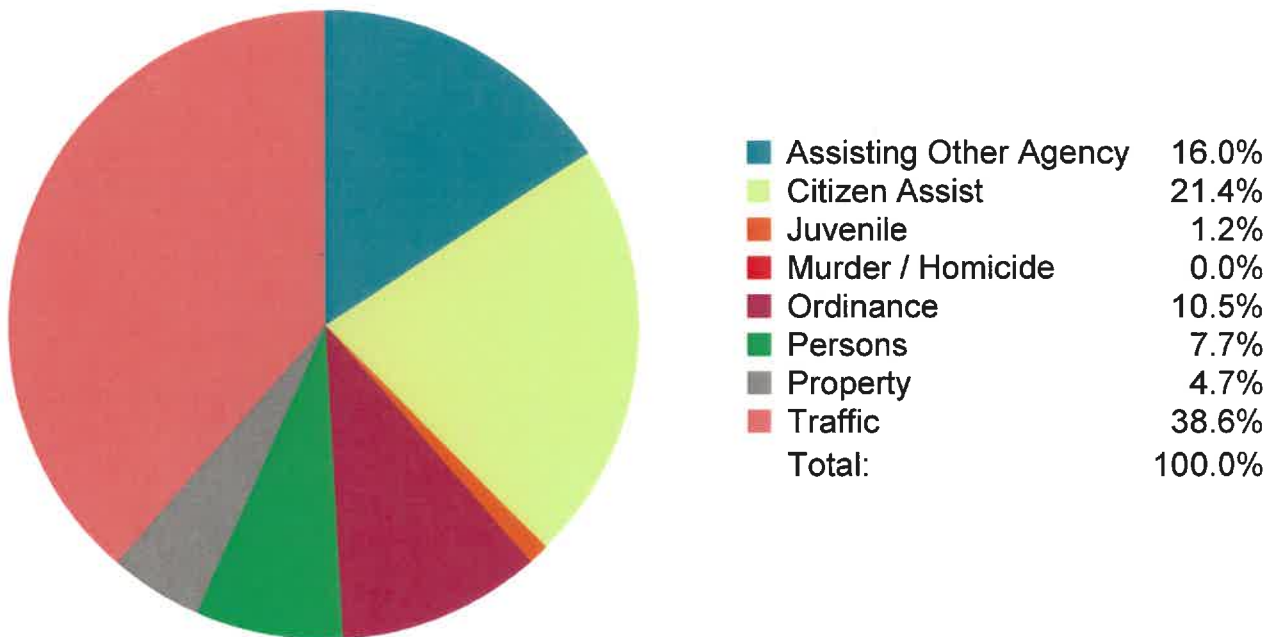
TEMPORARY ACCESS EASEMENT EXHIBIT
IN
TOWN OF CEDAR LAKE, INDIANA
PREPARED FOR
TOWN OF CEDAR LAKE

CALC.	KJR	PROJECT NO.
DWN.	AJK	060015.00003W
CHKD.	JRM	SHEET 1 OF 1
SCALE:	1"=30'	DRAWING NO.
DATE:	11-19-2020	EASE060015.03W

S:\CEDARLAKE\060015.00003W\SURVEY\EASE060015.03W.EXH

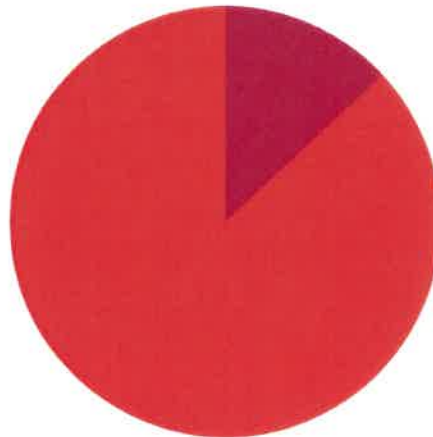
**CEDAR LAKE POLICE DEPARTMENT
INCIDENT AND CALLS FOR SERVICE REPORT
December 2020 and Year-To-Date 2020**

Incident Type	Month Total	Year Total
Incidents Assisting Other Agency (Including Fire and EMS)	108	1058
Incidents related to Citizen Assists:	145	2187
Incidents related to Juveniles:	8	111
Incidents related to Murder/Homicide:	0	0
Incidents related to Ordinances:	71	1037
Incidents related to Persons:	52	794
Incidents related to Property:	32	400
Incidents related to Traffic:	261	3322
Incidents Not Classified:	0	60
Totals:	677	8969



CITATION REPORT
December 2020 and Year-To-Date 2020

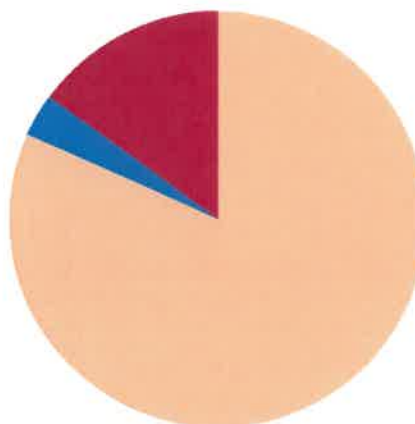
State Violations: 0
Town Traffic Violations: 0
Town Ordinance Violations: 11
Other Violations: 74
Total for December: 85
Year To Date: 1,517



State Violations	0.0%
Town Traffic Violations	0.0%
Town Ordinance Violations	12.9%
Other Violations	87.1%
Total:	100.0%

WARNING REPORT
December 2021 and Year-To-Date 2021

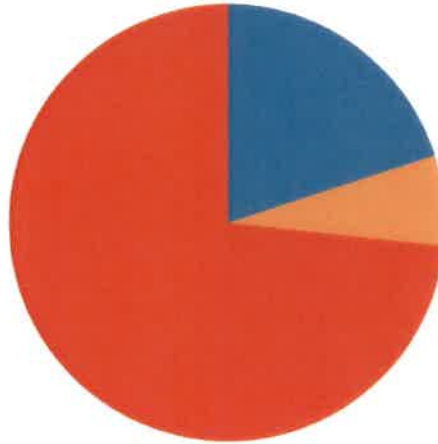
State Violations: 147
Town Traffic Violations: 6
Town Ordinance Violations: 27
Other Violations: 0
Total for December: 180
Year To Date: 2,099



State Violations	81.7%
Town Traffic Violations	3.3%
Town Ordinance Violations	15.0%
Other Violations	0.0%
Total:	100.0%

ARREST REPORT
December 1/1/2020 and Year-To-Date 12/31/2020

Total Arrests: 10
Total Charges Filed: 60
Misdemeanor: 12
Felony: 4
Infraction: 0
Not Classified: 44



Misdemeanor	20.0%
Felony	6.7%
Infraction	0.0%
Not Classified	73.3%
Total:	100.0%

Year-To-Date

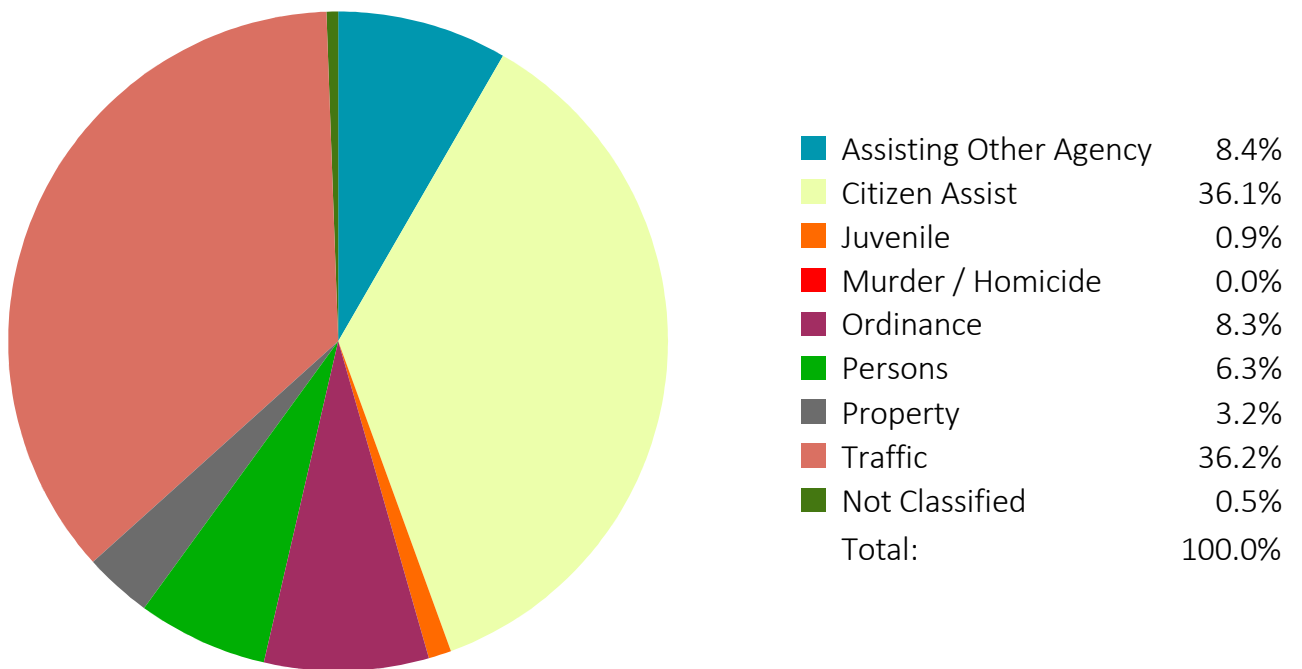
Total Arrests: 265
Total Charges Filed: 471

CEDAR LAKE POLICE DEPARTMENT
INCIDENT AND CALLS FOR SERVICE REPORT
2020

Incident Type	Year Total
---------------	------------

Incidents Assisting Other Agency (Including Fire and EMS):	1058
Incidents related to Citizen Assists:	4523
Incidents related to Juveniles:	111
Incidents related to Murder/Homicide:	0
Incidents related to Ordinances:	1037
Incidents related to Persons:	794
Incidents related to Property:	400
Incidents related to Traffic:	4538
Incidents Not Classified:	60

Totals:	12,521
---------	--------



2015	2016	2017	2018	2019
10,495	11,951	14,874	16,095	12,790



Board of School Trustees

Tara Beilke
Scott Burdan
Tracy Haskell
James Sakelaris
Connie Sterkowitz

Central Office

Mary Tracy-MacAulay, Ed.S.
Superintendent of Schools

January 13, 2021

Town Council of Cedar Lake
7408 Constitution Avenue
Cedar Lake, IN 46303

Dear Members of the Cedar Lake Town Council,

The Hanover Community School Corporation Board of School Trustees, in official session on Tuesday, January 12, 2021, appointed Board Member Tracy Haskell as the School Board liaison to the Cedar Lake Town Council.

If you have any questions or concerns, please do not hesitate to contact my office.

Sincerely,

Mary Tracy-MacAulay
Superintendent of Schools

MTM;jam

Making a difference . . . realizing potential

PERMITS NEW & ALTERATIONS

January-December 2020

MONTH	NEW	RES. VALUE/COMM. VALUE	ALT.	VALUE	Occ
January	7*	\$1,091,595	31	\$454,313	24
February	9	\$1,351,076	33	\$389,522	17
March	33*	\$7,698,207	26	\$536,069	10
April	12	\$2,805,220	27	\$475,162	16
May	27*	\$5,525,336	62	\$719,873	15
Jun	18	\$6,477,014	73	\$578,378	15
July	19	\$4,100,890	64	\$624,062	20
August	32*/1	\$7,020,274/ \$1,900,000 Summer Comm.	65	\$722,675	21
September	39*	\$8,735,940	52	\$741,330	14
October	30	\$6,184,519	54	\$782,625	17
November	15	\$3,392,914	36	\$318,653	25
December	38*	\$9,095,856	46	\$746,832	21
Total	279/1	\$62,587,841/ \$1,900,000	569	\$7,089,494	215

*10 YEAR RECORD

January 15, 2021

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

Attention: Rick Eberly – Town Manager

Re: Town Engineer Report for January 19, 2021 Town Council Meeting
(CBBEL Project No.: 060015.00001)

Dear Council Members:

This letter summarizes Christopher B. Burke Engineering, LLC (CBBEL) Town Engineer activities for reporting and action (as necessary) for the January 19, 2021 Town Council Meeting. This report covers activities for the period of December 11, 2020 through January 15, 2021.

1) Aquatic Ecosystem Restoration Cedar Lake Project, Section 206

CBBEL has been preparing concept level dredging and dewatering site plans, has participated in conference calls with Town staff and committee members, held pre-application meetings with review agencies, and refined cost estimates. A summary of the project package was also prepared for Committee review.

2) MS4 Coordination

No change from prior report. Dry Weather Screening was completed for 70 additional storm sewer outfalls. No illicit discharges were detected. A total of 105 outfalls have been screened in 2020. This is 1/3 of the total of approximately 300 Cedar Lake storm system outfalls. An additional 1/3 of the remaining outfalls are planned to be screened in 2021 and another 1/3 in 2022 in order to complete inspections on all outfalls within the current 5-Year permit cycle which runs through 2023.

As a result of the 2020 inspections, a maintenance request was submitted to the Cedar Lake Public Works Department for the outfall into Cedar Lake at 13125 Polk Street (Meyer Manor) to remove accumulated sediment. Wave action off the lake is the probable cause of the sediment build up at the outfall. It is our understanding that Public Works has removed the sediment and stabilized the outfall.

3) 133rd Avenue Phase 2 – Construction Services

CBBEL received notification from INDOT on January 12th that the federal reconciliation team has completed their review. The INDOT accounting department will now begin their review and have noted it is a high priority due to the already lengthy review times.

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

It is unclear if INDOT has provided a PO for this project yet. DES No. 2002661 was assigned to the project on December 17th. CBBEL is also waiting pick-up survey to be completed by DVG for the eastern corridor of 129th Avenue. This survey is required to finalize added curb and gutter sections.

5) NIRPC/State Legislature/INDOT/IDNR Updates

CBBEL has attended numerous NIRPC meetings over the past month to track status of the 2025-26 TIP applications. Funding will be allocated for submitted applications at the February TPC meeting. NIRPC announced at the TPC meeting on January 12th that they will be releasing a revolving fund to aid in small businesses that has been funded by the CARES Act. It is our understanding that this funding mechanism will be released on their website soon.

The Indiana General Assembly convened on January 4th. Legislators were advised from leadership that only “necessary” bills should be introduced and that each legislator is limited to 10 bills each for this session. The following bills have been noted:

- **HB1114, Residential Building Design Elements:** Prohibits a municipality from regulating design elements of residential structures. Specifies certain exclusions from this prohibition. Provides that any rule, ordinance, or other regulation that conflicts with the prohibition is void. Provides that a person aggrieved by a violation of the bill's provisions may file, in a court having jurisdiction, a petition to obtain an injunction against the violation. **Status: Referred to House Government and Regulatory Reform Committee.**
- **HB1116, Pipe Materials Mandate:** This bill seeks to legislate the criteria engineers use in determining the most appropriate materials to be used on a project. This same bill was also considered in previous sessions with language requiring the consideration of a specific type of piping, PVC. **Status: Referred to House Government and Regulatory Reform Committee.**
- **HB1129, PFAS in Public Water Systems:** Requires the state department of health (state department) to establish state maximum contaminant levels for PFAS in water provided by public water systems. Provides that maximum contaminant levels established by the state department: (1) must be protective of public health, including the health of vulnerable subpopulations; and (2) may not be less stringent than any maximum contaminant level or health advisory promulgated by the United States Environmental Protection Agency. **Status: Referred to the House Environmental Affairs Committee.**
- **HB1144, Road Funding:** Provides that the amounts currently distributed from the motor vehicle highway account and the local road and street account to counties, cities, and towns based upon the proportionate share of road and street mileage

shall instead be distributed based on the proportionate share of road and street vehicle miles traveled. **Status: Referred to House Roads and Transportation Committee.**

6) Other Funding Opportunities

- **IDNR – Division of Outdoor Recreation, Indiana Trails Program:** This is a new trail program that will replace the Recreational Trail Program (RTP) in 2021. The primary difference is that the ITP will be state dollars instead of federal dollars. Eligible projects are construction of trails, property acquisition, development of trailheads and other support facilities (parking, water fountains, benches, signage, etc.) and construction of bridges/boardwalks/crossings. The grant program requires an 80/20 match with minimum and maximum requests of \$50,000 and \$250,000, respectively. IDNR is still finalizing the program and no application is available yet. However, an application deadline has been established as March 1, 2021. More information can be found at <https://www.in.gov/dnr/outdoor/10447.htm>.
- **IDNR – Division of Outdoor Recreation, Next Level Trails Program:** It is our understanding that this program is separate from the ITP. This program was paused in May 2020 due to COVID and State budget concerns. However, Governor Holcomb announced on January 12th that Round 2 of this program would proceed soon. IDNR – Division of Outdoor Recreation will administer the program in conjunction with INDOT. All non-motorized trail types are eligible, but consideration will be given to multi-use trail types. Eligible costs are trail construction, land acquisition, design and engineering, and basic trail amenities. The grant program requires an 80/20 match with minimum and maximum requests of \$200,000 and \$2 million, respectively. There will be \$5 million available for locally significant projects. More information can be found at <https://www.in.gov/dnr/outdoor/9800.htm>.
- **OCRA, COVID-19 Response Program Phase 3:** *No change from prior report.* Competitive grant applications are now being accepted for activities including mental health services, childcare services, public WiFi locations, food pantry or bank services, subsistence payment programs, or grants or loans to businesses to retain low to moderate (LMI) jobs up to \$250,000. Eligible applicants include entitlement and non-entitlement city, county or incorporated towns. Proposals are due January 29, 2021 and applications are due February 26, 2021. More information can be found at <https://www.in.gov/ocra/cdbg/covid-19-response-program/>.
- **2021 OCRA Calendar:** *No change from prior report.* OCRA released their 2021 calendar that summarizes competitive federal grant and state programs. The calendar can be found at <https://www.in.gov/ocra/files/2021-Calendar-byMonth.pdf>.
- **Community Crossing Matching Grant, INDOT:** The final pay application and Change Order No. 1 were provided to the Town on December 8th. The change order is required to balance final field verified quantities and to set the final contract value. Small items remain on a punch list that will be completed in the spring when weather permits. It is our understanding that Town staff will handle the close-out of this project through INDOT.
- **Railroad Grade Crossing Fund, INDOT:** *No change from prior report.* The Town was notified on September 30th that they received this funding for \$11,400. This funding will remove and replace railroad striping throughout Town. It is our understanding that the Town is awaiting a PO from INDOT. This project will be completed in Spring 2021.

7) Highland Subdivision (High Grove, Phase 2)

It is our understanding that only one parcel is an issue and that Town staff is coordinating with NIPSCO to acquire necessary ROW. We are awaiting a schedule from NIPSCO for utility relocation once this last issue has been resolved.

8) Town Road Committee

Below is a summary of ongoing Road Committee related items:

- 129th Avenue and CCMG: See above.
- Vermillion Dr Curve: DVG should provide this survey to CBBEL next week.
- Parrish Avenue from 137th Avenue to 133rd Avenue: Phase 1 design plans were provided to Town staff on December 16th. It is our understanding that this project will be constructed soon. Phase 2 plans are on-going. CBBEL received direction to include Phase 2 portions of this project in the CCMG 2021-01 call that is due on January 29, 2020.
- Fairbanks Street from 129th Avenue to 133rd Avenue: This resurfacing project will be submitted as a separate application the CCMG 2021-01 call.
- Subdivision Master Plan: The plan is currently undergoing internal QC reviews. It should be completed and submitted towards the end of January.
- INDOT Roadway Inventory: The 2020 INDOT Certified Mileage Report update was provided to INDOT on December 22nd by Town staff.

9) Redevelopment Commission

CBBEL is completing the following projects for the Redevelopment Commission:

- 133rd Avenue/King Drive Intersection Safety Improvements (DES No. 2000023): *No change from prior report.* INDOT is currently completing contract documentation for the project letting in February 2021.
- Morse Street Corridor Pedestrian Path: CBBEL received the corridor survey on January 11th from DVG. We will begin design soon.
- Midway Gardens: Three conceptual alternatives and cost estimates for the relocation of Lake Shore Drive were provided to the RDC on August 19th. It is our understanding this information is currently being evaluated. **No Change.**
- Lake Shore Drive Retaining Wall: The RDC has re-visited an evaluation completed by CBBEL in 2013 regarding the railroad tie retaining wall located along Lake Shore Drive adjacent to Bartlett-Wahlberg Park. CBBEL recommend a slope-stability analysis be completed prior to any repairs being considered. This wall is also most likely located on private property. **No Change.**

10) Plan Commission

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

- Henn (former King Medical Building along Broadway): CBBEL issued a letter to the Applicant on July 17th to address continued site plan issues regarding drainage along the southern property boundary. **No Change.**
- Monastery Woods, South Letter of Credit Project: A letter will be issued by CBBEL to

summarize work completed by Walsh & Kelly, CBBEL, and National Power Rodding to be paid out of the letter of credit amount.

- Cedar Lake Vending Parking Lot Expansion: CBBEL issued a letter to the Applicant/Engineer on December 16th.
- Crossroads YMCA: CBBEL issued a letter to the Applicant/Engineer regarding PUD and preliminary development plan drawings on January 12th.
- Hanover Middle School Expansion & Elementary School: CBBEL issued a letter to the Applicant/Engineer on January 12th.
- Development Standards Manual Update: CBBEL has begun updates to the DSM. This work will continue throughout the winter. **No Change.**

11) Stormwater Management Board

Woods of Cedar Creek: The project is substantially complete. CBBEL has received record drawings and invoicing from Metro Excavating and Redbud Landscaping. CBBEL is currently reviewing these documents and will provide a pay application soon. This project may be extended in 2021 pending easements are granted by new owners.

7513 W. 136th Lane, Woodland Shores: The landowner noted stormwater issues located on his property. The property is located in a low area of 136th Avenue with several small drain tiles servicing the area. It was recommended that the drain tiles and corresponding downstream storm sewer system be televised by Public Works. Depending on these results, CBBEL will prepare an existing conditions hydraulic model of the system utilizing survey from a 2007 roadway capital improvement project to determine existing capacity. **CBBEL presented the recommended alternative to the Storm Board on December 8th. Due to the project's estimated cost, it was advised that Town staff review the Storm Board budget for 2021. No Change.**

9208 W. 142nd Place, Mary Ellen Subdivision: CBBEL and Town staff met with the homeowner on January 14th to discuss the project and present easement documentation. This will likely be a Spring 2021 project.

13465 Osborn Street, Cook Subdivision: The Town Manager, Director of Operations, and CBBEL met a Contractor (PGX) on-site on December 10th to remove the small remaining existing fill at the property corner. Due to the weather, any seeding will be monitored in the Spring 2021. **No Change.**

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

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

estimates. **This proposal will be presented to the Town later at a later date.**

12) Building Department

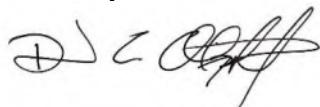
CBBEL completed as-built and site plan reviews for 33 lots in December 2020. CBBEL has also been completing on-going development reviews in the following subdivisions/projects: Summer Winds, Summer Winds Plaza, Birchwood Farms, Rose Garden Estates, Ledgestone, Centennial, Centennial Villas/Estates, Beacon Pointe, Beacon East, Beacon West (Phase 5), Lakeside, and Offshore Estates.

Zoning Map: CBBEL has completed the new zoning map for Town use. We are also finalizing a method to interactively view the zoning map on ESRI ArcReader software at Town Hall or even embedding a link on the Town's website for public viewing (if desirable). The ESRI ArcReader software is free and not licensed. This information has been conveyed to Town staff for a decision. **The revised zoning map was provided to the building department for final review prior to finalization.**

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

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

Sincerely,



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

L060015 Council Report 011521.docx

CC: Planning Director
Director of Operations
Building Administrator
Town Attorney

Attachments: Project Status Report
All Projects Schedule

Town of Cedar Lake – Project Status Report

Christopher B. Burke Engineering, LLC

updated 01/15/21

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
060015.00001	Town Council	n/a	Town Council Report for 01/19/21 meeting	Completed	01/15/21
060015.00002	Plan Commission	n/a	Plan Reviews & LOC Inspections	Plan Commission Meetings and Review of Plan Applications. See letter for details.	ongoing
060015.00003	Stormwater Management Board	n/a	Review and reporting concerning agenda action items	Reviewing items as requested and reporting status to Storm Board. See letter for details.	ongoing, as requested
060015.00006	Stormwater Cost of Services Study	n/a	ERU calculation review	Ongoing review of ERU calculations for parcels requested by Town.	ongoing, as requested
060015.00012	206 - Ecosystem Restoration	n/a	Re-Draft Final Feasibility Study Report	CBBEL has been preparing concept level dredging and dewatering site plans, has participated in conference calls with Town staff and committee members, held pre-application meetings with review agencies, and refined cost estimates. A summary of the project package was also prepared for Committee review. – see 01/15/21 Council Report for details.	ongoing
090043	MS4 Coordination	\$19,400	MS4 Coordination Services & Development SESC/Rule 5 Inspections	<i>No change from prior report.</i> Dry Weather Screening was completed for 70 additional storm sewer outfalls. No illicit discharges were detected. A total of 105 outfalls have been screened in 2020. This is 1/3 of the total of approximately 300 Cedar Lake storm system outfalls. An additional 1/3 of the remaining outfalls are planned to be screened in 2021 and another 1/3 in 2022 in order to complete inspections on all outfalls within the current 5-Year permit cycle which runs through 2023. As a result of the 2020 inspections, a maintenance request was submitted to the Cedar Lake Public Works Department for the outfall into Cedar Lake at 13125 Polk Street (Meyer Manor) to remove accumulated sediment. Wave action off the lake is the probable cause of the sediment build up at the outfall. It is our understanding that Public Works has removed the sediment and stabilized the outfall. – see 01/15/21 Council Report for details	ongoing
1300022.00000 (INDOT) & 1300022.00002	133 rd Avenue (Phase 2) – Construction	\$359,869 & \$54,923	Construction Activities (To Substantial Completion)	CBBEL received notification from INDOT on January 12 th that the federal reconciliation team has completed their review. The INDOT accounting department will now	ongoing

(Local)	Services			being their review and have noted it is a high priority due to the already lengthy review times. – see 12/15/20 Council Report for details	
190104	Highland Subdivision Design	\$59,950	Design Services, Permitting, Bidding Services	It is our understanding that only one parcel is an issue and that Town staff is coordinating with NIPSCO to acquire necessary ROW. We are awaiting a schedule from NIPSCO for utility relocation once this last issue has been resolved. – see 01/15/21 Council Report for details	ongoing