

TOWN COUNCIL PUBLIC MEETING AMENDED AGENDA
February 16, 2021 - 7:00 PM

Town Council Public Meeting
February 16, 2021

2. Ordinance No. 1377 – Hanover Central Middle School Campus PUD Rezone P. 9-12

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. Y2021 Farmers Market Agreement P. 13-21

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. Capital Improvement Plan P. 22

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. Agreement for the Elimination of Sewer Utility Billing –

a. 9710 W 133rd Avenue P. 23-28

b. 8518 W. 131st Lane P. 29-35

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
 - a. Council Affairs
2. Town Attorney
3. Clerk-Treasurer
4. Town Manager
5. Director of Operations
6. Police Department **P. 36-38**
7. Fire Department

WRITTEN COMMUNICATION:

1. Christopher B. Burke Report **P. 39-46**

PUBLIC COMMENT:

ADJOURNMENT:

PRESS SESSION:

NEXT MEETING: Tuesday, March 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.

February 16, 2021

ALL TOWN FUNDS	\$168,896.54
----------------	--------------

WASTEWATER OPERATING	\$137,736.61
----------------------	--------------

WATER UTILITY	\$50,017.97
---------------	-------------

STORM WATER	\$8,638.50
-------------	------------

PAYROLL 2/4/2021	\$286,812.06
------------------	--------------

**TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA
RESOLUTION NO. 1277**

**A RESOLUTION OF THE CEDAR LAKE TOWN COUNCIL TO
APPROVE A FISCAL PLAN AND POLICY FOR PROPOSED
VOLUNTARY ANNEXATION OF A PARCEL OF REAL PROPERTY 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”), is the duly elected legislative body of the Town of Cedar Lake, a unit of local government; and

WHEREAS, the Town Council has received a “Petition to be Annexed” from One Hundred percent (100%) of the landowners of certain contiguous territory to the existing municipal boundaries, as required by the applicable provisions of I.C. §36-4-3-5.1, as amended from time to time; and

WHEREAS, the Town Council has reviewed said “Petition to be Annexed”, and is advised that it satisfies the requirements of the provisions of I.C. §36-4-3-5.1, as amended from time to time; and

WHEREAS, the Town Council has been informed and advised that the referenced “Petition to be Annexed” seeks the annexation of approximately 28.672 acres, more or less, to the Town of Cedar Lake, Lake County, Indiana, as part of a planned commercial/industrial business development project; and

WHEREAS, the Town Council has determined that the Owner and Petitioner is capable of providing all necessary and customary municipal services to the territory being requested for annexation; and

WHEREAS, the Town Council has prepared a Fiscal Plan and Policy for the proposed territory under consideration, which said Fiscal Plan is attached hereto as “Exhibit A”.

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

SECTION ONE: That the Town Council of the Town of Cedar Lake, Lake County, Indiana, hereby adopts the Fiscal Plan for the Proposed 18 Lot Commercial/Industrial Project Parcel Annexation, marked and attached hereto as “Exhibit A”, as part of the annexation of the subject territory and parcel of real property into the Town of Cedar Lake, as petitioned for by the Owner and Petitioner therefore.

SECTION TWO: That this Resolution shall take effect, and 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, in conformance with applicable law.

ALL OF WHICH IS PASSED AND RESOLVED 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, Liaison

JOHN C. FOREMAN, Councilmember

COLLEEN SCHIEBEN, Councilmember

RALPH MILLER, Councilmember

JULIE A. RIVERA, Councilmember

ATTEST:

JENNIFER N. SANDBERG, IAMC, Clerk-Treasurer

Exhibit A**A FISCAL PLAN FOR THE ORGANIZATION AND EXTENSION OF SERVICES FOR A PROPOSED ANNEXATION TO THE TOWN OF CEDAR LAKE**

This document is the written Fiscal Plan that establishes a definite policy for the provision of municipal services to the following described real property (hereinafter “subject parcel”) being proposed for annexation:

(See attached Exhibit “B”)

Once this Fiscal Plan is adopted by Resolution, and an Annexation Ordinance is adopted by the Town Council of the Town of Cedar Lake, Lake County, Indiana, this Fiscal Plan shall serve as the official document regarding fiscal planning for the above-described subject parcel to be annexed. At the time the annexation becomes effective, all Departments of the Town of Cedar Lake would modify their respective jurisdictions and activities accordingly in order to implement this Fiscal Plan.

Police and fire protection, emergency medical services, solid waste collection, and traffic control will be provided for the health and safety of the area to be annexed. Patrons, Occupants, Users, and all individuals utilizing the area to be annexed will be provided such services at the standard and customary Town levels upon annexation. All other non-capital services, such as street maintenance, and all administrative functions of the Town, will be provided upon annexation and in the same manner as similar areas are normally provided for similar properties and uses within the Town of Cedar Lake. As indicated elsewhere in this Fiscal Plan, facilities of a capital nature are and may be anticipated for park, recreation or other similar services required by applicable Town Ordinances.

The supporting documentation indicates the projected cost of providing these services as the subject parcel develops. When the area is fully developed, it is anticipated that the revenues from the property taxes collected from the owners of properties benefited by the school and educational facility use of said subject parcel will exceed the costs incurred by the Town to provide such services.

In accordance with I.C. §36-4-3-13(d), *et seq.*, as amended from time to time, the Town of Cedar Lake, Lake County, Indiana, shall be provided and receive from the Owner and Petitioner the cost estimates and methods of financing the services planned for the annexed area, which estimated costs shall be itemized for each municipal department. The Town of Cedar Lake shall implement and provide the planned services of a noncapital nature, including police protection, fire protection, street and road maintenance, and other noncapital services normally provided within the Town municipal corporate boundaries, within one (1) year after the effective date of annexation and that said services will be provided in a manner equivalent in standard and scope to those noncapital services provided to areas within the Town municipal corporate boundaries regardless of similar topography, patterns of land use, and population density. Furthermore, services of a capital nature, including street construction, street lighting, sewer

facilities, water facilities, and stormwater drainage facilities, will be provided by the Owner and Petitioner within three (3) years after the effective date of the annexation in the same manner as those services are provided to areas within the Town municipal corporate boundaries, regardless of similar topography, patterns of land use, and population density, and in a manner consistent with federal, state and local laws, procedures, and planning criteria. **Such capital services will be funded, constructed and/or provided by the Owner and Petitioner in connection with the development of the subject parcel to be annexed and will be provided by the Petitioner and Owner and not the Town, as set forth hereinabove in this Fiscal Plan.**

PROVISIONS FOR MUNICIPAL SERVICES

The following categories identify the municipal services that are normally provided to the property within the municipal corporate boundaries of the Town of Cedar Lake, Lake County, Indiana. Within each listing is an explanation of the nature of the services as it relates to the proposed annexation and its estimated cost.

1. **Police Protection** – The subject parcel being considered for annexation consists of a land area of approximately 28.672 acres, more or less, and would be easily patrolled. The addition of this land area would result in some additional roadway, however, existing police patrols will accommodate this annexed area.

No additional costs will be incurred for police protection of the annexed area.

2. **Fire Protection** – The area is currently being serviced by the Cedar Lake Municipal Fire Department. The present manpower and equipment resources of the Cedar Lake Municipal Fire Department is sufficient to service the additional area to be annexed once development occurs.

3. **Emergency Medical Services** – The area is currently being served by the Cedar Lake Municipal Fire Department. The present manpower and equipment resources of the Cedar Lake Municipal Fire Department for Emergency Medical Services is sufficient to handle any contingencies that may arise in the additional area to be annexed.

4. **Solid Waste Collection** – The Town of Cedar Lake currently provides residential waste collection which is paid for monthly by each user, such as this Petitioner, with their regular municipal utility bill.

5. **Traffic Control** – Traffic control for this area would be under the jurisdiction of the Cedar Lake Metropolitan Police Department. Installation of automatic traffic control signals or other measures are not anticipated at this time. Any such improvements required will be designed, funded, and constructed by the Petitioner herein.

6. **Streets and Roads** – The proposed annexation would result in additional traffic and roadways for maintenance costs. It is further anticipated that the Owner and Petitioner will

cover the maintenance costs for these streets. No additional equipment or manpower would be required as a result of this annexation.

7. Street Lights and Signage – No new street lights are anticipated at this time. Upon development of the real property for the planned school and educational facilities and improvements, the Owner and Petitioner will install and maintain street lights and signage in accordance with development requirements for the Town of Cedar Lake.

8. Parks – Additional parks or facilities are anticipated for the subject real property. The Owner and Petitioner will provide such amenities in the planned commercial/industrial business development and parcel project in accordance with the development requirements and standards of the Town.

9. General Administrative Functions – The cost of the general administrative services to be provided to the area to be annexed is insignificant. It is anticipated that the Administrative Staff of the Town of Cedar Lake will be able to handle without difficulty any additional work activities that may result from the annexation.

10. Planning and Building – It is not anticipated that any additional funds will be required to be expended by the Department of Building and Planning for planning activities associated with the area to be annexed. The Building Department will generate permit fees as the project commences development consistent with Town rules, regulations, Ordinances and requirements.

11. Water – The Cedar Lake municipal potable water supply will be available to the proposed subject parcel to be annexed. Infrastructure necessary to supply water to the planned school and educational facility development will be constructed and paid for in the course of development construction by the Owner of the subject parcel. Water usage will be paid for by the Town billing the Owner and/or user directly on a monthly basis.

12. Sanitary Sewers – The Cedar Lake Waste Water Treatment Plant has sufficient capacity allotted to the Town of Cedar Lake to service the subject parcel to be annexed. Infrastructure necessary to provide a sanitary sewer connection and wastewater treatment service to the planned commercial/industrial business development project parcel will be constructed and paid for in the course of development construction by the Owner of the subject commercial/industrial business development project parcel. Sanitary sewer usage will be paid for by the Town billing the Owner and/or user directly on a monthly basis.

13. Storm Water Drainage – Storm water drainage is currently being handled by farm drainage and agriculturally styled infrastructure or systems. Storm sewers and other storm water flow control measures will be installed during the course of development and paid for by the Owner of the subject commercial/industrial business development project parcel in accordance with the stormwater development regulations for the Town of Cedar Lake.

REVENUES

The total amount of tax revenues payable to the Town of Cedar Lake, once the development project is completed, will increase based on increased and approved amenities and improvements constructed in the subject commercial/industrial development project. It is acknowledged that there will be property tax revenues generated from the annexation of the subject commercial/industrial parcel, if approved by the Town of Cedar Lake

FINANCIAL SUMMARY OF FISCAL IMPACT OF AREA TO BE ANNEXED

The estimated annual costs to service the area by the Town of Cedar Lake will be nominal in relationship to the 2021 (and thereafter) annual budget of the Town of Cedar Lake.

METHOD OF FINANCING PLANNED SERVICES

The noncapital services will be financed by the Town of Cedar Lake's General Fund and provided within the first year of annexation, or as required depending on the development completion schedule of the subject commercial/industrial parcel project and annexed area. The capital services, as required, will be funded by the payment of user taxes as the subject commercial/industrial development project develops. All costs and expenses of development improvement herein will be the responsibility of the Owner, CLBD South, LLC.

HIRING DISPLACED GOVERNMENTAL EMPLOYEES

This annexation will not eliminate any jobs of other employees of other government entities.

EXHIBIT B

Legal Description

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M., LAKE COUNTY, INDIANA, EXCEPTING THE NORTHWEST CORNER, SAID EXCEPTION DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 883.17 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 9 WEST; THENCE EAST 939.18 FEET; THENCE NORTH 444 FEET; THENCE WEST 939.18 FEET; THENCE SOUTH 444 FEET TO THE POINT OF BEGINNING.

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1377

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

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

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

WHEREAS, the Owner of the land hereinafter described has heretofore developed and completed a Middle School Facility and Development Project, commonly known as "Hanover Middle School", located in a parcel of real property at 10631 West 141st Avenue, Hanover Township, Cedar Lake, Indiana; that said existing Hanover Middle School was developed and constructed in 2010 as part of a one (1) lot subdivision Planned Unit Development land use approval Petition and proceeding; and

WHEREAS, the **HANOVER COMMUNITY SCHOOL CORPORATION**, an Indiana Municipal School Corporation (hereinafter, the "Owner", or the "Developer"), completed its land use approvals for said existing Middle School in 2010, and thereafter; the existing Hanover Middle School parcel legal description is officially recorded as Lot 1, Hanover Central Middle School Subdivision, an Addition to the Town of Cedar Lake, Lake County, Indiana, recorded in Plat Book 104 page 83, in the Office of the Recorder of Lake County, Indiana; further that the existing Hanover Middle School exists on 85.58 acres, which parcel is presently zoned B-2 Community Business Planned Unit Development Zoning District; and

WHEREAS, the Owner and Developer has recently purchased an additional 21.26 acres, which parcel is zoned (A) Agricultural Zoning District classification, and which is contiguous with the aforementioned 85.58 acres upon which the existing Hanover Middle School project referenced above was developed; that the additional 21.26 acres has been legally annexed into the Town of Cedar Lake in November, 2020; and

WHEREAS, the existing Hanover Middle School property and newly acquired additional property by the Owner and Developer is proposed by the Owner and Developer for expansion of the existing Hanover Middle School, and improvements, along with the construction of a new additional Elementary School, Bus

Service Area, Bus Barn and Administration Building, all of which is collectively referred to hereinafter as the “Hanover Middle School Campus” development; and

WHEREAS, the Owner and Developer has applied to the Town for approval to develop the entire 106.84 acres, which parcel hereinafter shall be referred to as the HANOVER COMMUNITY SCHOOL CORPORATION MIDDLE SCHOOL CAMPUS PLANNED UNIT DEVELOPMENT PROJECT, and whereby the zoning of the existing Hanover Middle School parcel and subject property into a single one lot subdivision is petitioned for together with the Zone Map Amendment to Planned Unit Development Zoning District, with all to be expressly contingent upon terms and conditions of approval from each of the Plan Commission of the Town of Cedar Lake, Lake County, Indiana, on the amended and combined one (1) lot subdivision, and the Town Council of the Town of Cedar Lake, Lake County, Indiana, on the Planned Unit Development Zoning Map parcel classification petitioned for; and

WHEREAS, the Plan Commission of the Town of Cedar Lake, Lake County, Indiana, (hereinafter, the “Plan Commission”), has heretofore, on the 16th day of December, 2020, held a Public Hearing pursuant to notice as prescribed by applicable law, on such Petition of the Owner and Developer, and all other matters pertaining thereto; and

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

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

SECTION ONE: That the Zoning Ordinance of the Town of Cedar Lake, Lake County, Indiana, the same being Town Ordinance No. 496, as amended, and the Zoning Map of the Town of Cedar Lake, Lake County, Indiana, each be, and the same are hereby amended to reclassify the entire following described parcel of real estate from (A) Agricultural Zoning District Classification, and B-2 Community Business Planned Unit Development Zoning District Classification, to Planned Unit Development (PUD) Zoning District Classification to-wit:

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

Lot 1, Hanover Central Middle School Subdivision, an Addition to the Town of Cedar Lake, Lake County, Indiana, recorded in Plat Book 104 page 83, in the Office of the Recorder of Lake County, Indiana. (Containing 85.58 acres more or less).

The Zoning District Classification Amendment granted hereby is expressly contingent upon conformance to and compliance with the following terms and conditions, namely:

A. All terms and conditions of adopted Town Council Annexation Ordinance No. 1359, dated October 6, 2020, attached hereto as Exhibit "A".

B. All terms and conditions of approved Town Council Resolution No. 1265, approving the Fiscal Plan, for the parcel being annexed, with the Resolution and approved Fiscal Plan attached hereto as Exhibit "B".

C. The approved HANNOVER COMMUNITY SCHOOL CORPORATION MIDDLE SCHOOL CAMPUS PLANNED UNIT DEVELOPMENT PROJECT CONTRACT, dated _____, 2021, presented by the Owner/Petitioner and approved by the Town Plan Commission and Town Council. The approved HANNOVER COMMUNITY SCHOOL CORPORATION MIDDLE SCHOOL CAMPUS PLANNED UNIT DEVELOPMENT PROJECT CONTRACT presented and dated _____, 2021, is attached as Exhibit "C" hereto, and is incorporated herein.

D. All other terms and conditions of the One (1) Lot Subdivision Plat Approval by the Town Plan Commission. (A copy of the Primary Subdivision One (1) lot Amended Plat, with copy of approved minutes of the public meetings of the Cedar Lake Plan Commission at which terms and conditions for each of the Zone Map Amendatory Ordinance and Amended One (1) Lot Subdivision Plat Approval were made and issued are attached hereto and incorporated herein as Exhibit "D").

E. All terms and conditions of the Town Board of Zoning Appeals pertaining to parking, approved on December 10, 2020.

F. Compliance by the Owner/Petitioner with all of the rules, regulations, and requirements for Project Development in the Town of Cedar Lake, as well as all Town Ordinances, as same are all amended from time to time.

G. This Planned Unit Development Zoning District Classification Zone Map Amendment is expressly contingent upon payment by the Petitioner/Owner of all fees, costs, and charges incurred by the Town related to this Application, including engineering, legal, and all related.

H. Compliance with all terms and conditions set forth in the Town Engineering review letter of CBBEL for said project parcel dated the 2nd day of February, 2021, a copy of which is attached hereto.

I. Design and construction of a sidewalk in designated location at the Hannover Central High School property to Parrish Avenue, with exact routing of said constructed sidewalk be determined by the Town and Owner/Petitioner before Final Permit issuance of the Primary Subdivision One (1) Lot Amended Plat and project parcel.

J. That the sidewalk requirement for the Hanover Central Middle School Subdivision Lot One (1), from the main campus to U.S. Route 41 is hereby waived.

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

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

Randell C. Niemeyer, President

Richard Sharpe, Vice-President

Robert H. Carnahan, Council Member

John C. Foreman, Council Member

Colleen Schieben, Council Member

Ralph Miller, Council Member

Julie A. Rivera, Council Member

ATTEST:

Jennifer N. Sandberg, IAMC,
Clerk-Treasurer

FARMERS' MARKET EVENT COORDINATOR AGREEMENT

THIS 2021 FARMERS' MARKET EVENT COORDINATOR AGREEMENT, (hereinafter this "Agreement") is entered into this ____ day of _____, 2021, by and between the Town of Cedar Lake, Lake County, Indiana, acting by and through its duly elected and authorized Town Council (hereinafter referred to as "TOWN"), and Kelly Dykstra, an individual and qualified Event Coordinator for the Town Farmers' Market Event in 2019 (hereinafter referred to as "CONTRACTOR").

RECITALS

1. The TOWN seeks to contract with a qualified individual or entity to provide Farmers' Market Event Coordination services in 2021 at the Cedar Lake Town Municipal Complex at 7408 Constitution Avenue, Cedar Lake, Lake County, Indiana; and
2. The TOWN COUNCIL has determined that it is advisable to enter into an independent contractor relationship with the CONTRACTOR in order to have an available trained and qualified individual to provide a Farmer's Market Event Coordinator; and
3. The CONTRACTOR is such a trained and qualified individual fully available to provide Farmers' Market Event Coordination; and
4. The TOWN COUNCIL agrees that it is advisable and necessary to enter into this Agreement with CONTRACTOR in order to have the services of a Farmers' Market Event Coordinator; for the 2021 Town Farmers' Market Event and activities; and
5. The TOWN COUNCIL has determined that a farmers' market will result in substantial benefit to the TOWN by providing an attraction for local citizens and tourists, while allowing produce, food products, and other items to be provided directly to the public by the producers of the products; hence, having a farmers' market is determined by the Town Council to be in the best interest of the TOWN; and
6. The TOWN COUNCIL and CONTRACTOR both seek to guard against potential conflicts, problems or disagreements by setting forth hereafter the terms of this Agreement between them whereby the CONTRACTOR will be engaged as a Farmers' Market Event Coordinator 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 CONTRACTOR agrees to be contract with the TOWN as Farmers' Market Event Coordinator, to be specifically directed by the Town Administrator of the TOWN, at the Town of Cedar Lake Municipal Complex. The TOWN authorizes CONTRACTOR to operate a Farmers' Market Event activity on the Town-owned Municipal Complex located at 7408 Constitution Avenue, Cedar Lake, Indiana, on the second and fourth Wednesdays, of each month from 1:00 p.m. until 8:00 p.m., beginning on _____, 2021 and ending on _____, 2021. This schedule permits appropriate set-up and clean-up of the Farmers' Market Activity operation and equipment for each scheduled

authorized Activity date. Actual public market hours will be from 3:00 p.m. until 7:00 p.m., inclusive.

2. The Agreement shall be effective upon approval of the TOWN COUNCIL, and shall be in effect from _____, 2021 through October 31, 2021, subject to the terms hereafter.
3. The CONTRACTOR shall pay the TOWN at the rate of \$ 150.00 per event for utilization of the Town Municipal Complex for the Farmer's Market Event, not to exceed forty (40) vendors. Payment is due on the date of each event to the Town Clerk-Treasurer. If the event shall exceed forty (40) vendors, an additional \$5.00 per vendor shall be paid to the Town. Alternatively, the Town may collect the fees and applications/waivers, and pay CONTRACTOR less the agreed upon fee of \$150.00 per event for forty (40) vendors, and less the fee per vendor exceeding forty (40).
4. All signage for each Event will be provided by the CONTRACTOR. The CONTRACTOR 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. The CONTRACTOR will be responsible for the storage of all signs, barricades, banners, etc. used to support the Farmers' Market Event Activity.
5. The CONTRACTOR will be responsible for all communications with vendors, interested persons, and the like.
6. The CONTRACTOR shall be responsible for any damage to TOWN property resulting from its operation of the Farmers' Market Event Activity, other than normal wear and tear.
7. The TOWN shall allow the use of the public restrooms during the Farmers' Market Event Activity hours. Restrooms shall be maintained by the CONTRACTOR.
8. All permits, as well as health department inspections and/or requirements shall be the responsibility of the CONTRACTOR. It will be the responsibility of the CONTRACTOR to ensure all licensing, permits, etc. are obtained and maintained. Copies are to be provided to the Town Administrator by the CONTRACTOR upon request by the TOWN.
9. The Farmers' Market Event Activity shall not interfere with any TOWN programs at the Town Municipal Complex. Town programs and events already scheduled for 2021 include Summer Day Camp and Spring & Fall Soccer.
10. **TOWN and CONTRACTOR Additional Responsibilities.** Town and Contractor Additional Responsibilities are set forth in Exhibit B attached hereto.

11. **MISCELLANEOUS**

A. **Independent Contractor.** It is expressly acknowledged and understood by the Parties herein that the CONTRACTOR is a retained Independent Contractor for the purposes of this Agreement and the services for which this Agreement is entered.

B. **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.

C. **Insurance.** CONTRACTOR shall provide evidence that she 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 CONTRACTOR's insurance is to be the primary insurance;
- iv. Thirty (30) days' notice to TOWN of cancellation;
- v. Certificate of Insurance to be provided before Event begins;
- vi. Event insurance requirements are incorporated as EXHIBIT "A"

D. **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, to be sufficient service.

CONTRACTOR:

Ms. Kelly Dykstra
13701 Lauerman #70
Cedar Lake, IN 46303

TOWN:

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

Attention: Town Clerk-Treasurer
Town Administrator
Town Council President

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

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

G. **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.

H. **Independent Contractor Relationship.** The CONTRACTOR is strictly an Independent Contractor, and is not an employee, servant, agent, partner, or joint venturer with the TOWN. The TOWN and TOWN COUNCIL are not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payment which it owes the independent contractor. Neither CONTRACTOR nor its employees 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. The CONTRACTOR shall be solely responsible for paying its employees, if any. The CONTRACTOR shall be responsible for paying any and all taxes as referred to above.

I. **Indemnification.** The CONTRACTOR shall perform the work contemplated by this Agreement at its own risk. The CONTRACTOR assumes all responsibility for the condition of tools, equipment, and materials utilized in the performance of this AGREEMENT. The CONTRACTOR 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 CONTRACTOR's work, and the CONTRACTOR's work contemplated by this AGREEMENT, which shall include attorney's fees. The CONTRACTOR 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.

J. **Termination Without Cause.** Without cause, either Party hereto may terminate this AGREEMENT after giving five (5) days prior notice as specified in SECTION 10.D. 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 on intent to terminate without cause has been given.

K. **Attorney's Fees.** In the event 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, excluding attorney's fees.

L. **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 provision shall be the remainder of such provision the remaining provisions of this AGREEMENT.

M. **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 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.

CONTRACTOR

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

By: _____

By: _____

Printed: Kelly Dykstra

Randell C. Niemeyer, President

Address: 13701 Lauerman #70
Cedar Lake, IN 46303

ATTEST: _____

Jennifer N. Sandberg,
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 Jill Murr, 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 contractor's work.

Automobile Liability

\$1,000,000 each accident

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

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
-------------------------------	-------------

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, if 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 30 day written notice to Town of Cedar Lake, IN of material changes in these insurance coverages, their cancellation or non-renewal.

EXHIBIT B

CONTRACTOR

Responsible for :

- Event Coordination
- Advertising
- Vendor Applications & Waivers, all vendor space reservations
- Parking
- Signage
- Restroom Maintenance
- Communication with Vendors, interested persons and the like
- Garbage and site clean up
- Security if needed
- No alcohol vendors
- Food Concessions – all vendors must have a current health permit from Lake County Health Department
- No smoking in the market. We would like to have a smoke-free market.

TOWN

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

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 Jill Murr, 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 contractor's work.

Automobile Liability

\$1,000,000 each accident

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

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
-------------------------------	-------------

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, if 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 30 day written notice to Town of Cedar Lake, IN of material changes in these insurance coverages, their cancellation or non-renewal.



DYKSTRKE01

CDELANEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Buschbach Insurance Agency, Part of the InsureOne Family 5615 W. 95th Street Oak Lawn, IL 60453-6504		CONTACT NAME: PHONE (A/C, No, Ext): (708) 423-2350 FAX (A/C, No): (708) 425-5077 E-MAIL ADDRESS:		
INSURED Kelly Dykstra 13701 Lauerman #70 Cedar Lake, IN 46303		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Scottsdale Insurance Co		41297
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CPS7114092	05/28/2020	05/28/2021	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ Excluded
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N		N/A				E.I. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.I. DISEASE - EA EMPLOYEE	\$
							E.I. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Town of Cedar Lake
7408 Constitution
Cedar Lake, IN 46303

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert W. Jones

Margaret Abernathy

From: Tim Kilgore
Sent: Monday, February 15, 2021 4:52 PM
To: Margaret Abernathy
Cc: cedarlakefarmersmarket@yahoo.com
Subject: Police presence/Security

Town Council,

In the recent past, The Farmers Market has been brought to the Cedar Lake Town Grounds. This Farmers Market has been very successful and popular drawing in large amounts of visitors from the surrounding communities.

Due to the number of visitors and vehicles present, Kelly Dykstra would contact me to arrange for a Police Officer to be present to assist those in need, deter any problems and to immediately deal with any issues that may arise before they get out of hand.

This will continue for 2021 and an Officer(s) from The Cedar Lake Police Department will be present to assist as needed at the expense of The Farmers Market coordinator.

Please feel free to contact me with any further questions or concerns.

Thank you,

Tim Kilgore
Patrol Commander
Cedar Lake Police Dept.
PO Box 305
Cedar Lake, IN 46303
(219) 374-5416 ext. 126
(219) 374-9231 Fax
tim.kilgore@cedarlakein.org

CAPITAL IMPROVEMENTS PLAN

Pursuant to I.C. 6-3.5-7-15 The Town of Cedar Lake, Lake County, Indiana, hereby establishes and continues this Capital Improvement Plan for the use of the Certified Distribution of Economic Development Income Tax Funds as authorized by I.C. 6-3.5-7-13.1.

General Description of Projects:

Road Improvements from Major to Minor, arterial streets, and interior collector streets in residential subdivisions.

Anticipated improvements will include but not be limited to: complete or partial reconstruction, patching, rotomilling, resurfacing, curb repair and replacement, storm, sanitary or water main utility work, and all other improvements to public infrastructure located within the right-of-way.

Façade Improvement Grant Program

Lake Eco Restoration Program

Founders Creek Trail

A combination Police and Fire Station

Estimated Costs of Projects:

The estimated costs of all projects is in excess of \$10,000,000.00.

Identification of Funding Sources:

It is anticipated that the town will rely on its distribution of Economic Development Income Tax, a portion of the Cumulative Capital Development Fund, a portion of the Cable TV fund, a portion of the Casino Gaming Fund as well as a portion of its Tax Increment Financing Funds to fund the projects.

Project Schedule:

The planning, development and construction commenced in 2020 and will continue through 2026

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

RANDALL C. NIEMEYER, President

ATTEST:

JENNIFER N. SANDBERG, IAMC, Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

**AGREEMENT FOR THE ~~REDUCTION~~/ELIMINATION
OF SEWER UTILITY BILLING**

THIS INDENTURE WITNESSETH that the Undersigned **Del Rosario, Levy, & Josephine** as owner(s) of the following described parcel of Real Estate located in Lake County, Indiana, namely, to-wit:

Parcel#: **45-15-21-476-012.000-014**

Legal: **WEST 100 FT OF EAST 430FT OF SOUTH 180FT EX. S.40FT OF SE1/4 S.21 T.34 R.9 .407AC**

Sewer Account Number: **25-17050-00**

Commonly known as: **9710 W 133rd Ave.** Cedar Lake, Lake County, Indiana, hereby make the following representations to the Town of Cedar Lake, its Sewer Utility, and all future owners, Successors and Assigns of the above-described Real Estate, to include the Town of Cedar Lake and its Sewer Utility to reduce or eliminate the billing of the Undersigned for Sewer Utility Services at the above-described Real Estate:

1. That presently the above-described Real Estate has no improvements thereon due to the Razing or removal of a building or other structure thereon, together with all debris and rubbish.
2. That in consideration thereof, the Town of Cedar Lake and its Sewer Utility agree to Reduce or eliminate the billing of the Undersigned for Sewer Utility Services at the above-described Real Estate, and shall place the Sewer Billing Account related to this Real Estate on an inactive status.
3. That in the event this AGREEMENT is violated or breached at any time, by the construction of improvements of the above-described Real Estate by the Undersigned, their successors or Assigns, the Undersigned, and their successors or Assigns of such Real Estate shall be liable for the payment of the then-current and applicable sewer tap-on-fee in effect for new sewer connections.
4. That the payment of such charges upon breach of the AGREEMENT, for any reason whatsoever, SHALL CONSTITUTE A LIEN upon the above-described Real Estate and may be enforced according to the Laws of the State of Indiana for the collection of any delinquent Sewage rates or charges generally.
5. That this AGREEMENT is binding upon the Heirs, Personal Representatives, Successors, and Assigns of the Undersigned and this AGREEMENT shall be binding upon all subsequent Owners of the Real Estate described herein, notwithstanding the manner in which such Real Estate is acquired or transferred.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT on the:
19 Day of January 2021

(x) Levy Del Rosario

(x) Josephine Del Rosario

(1)

STATE OF INDIANA)

) SS:

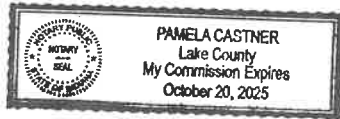
COUNTY OF LAKE)

being duly sworn upon oath, state he/they are the sole owners of the Real Estate described in the above Agreement and that he/they have executed this AGREEMENT as his/their free and voluntary act for the uses and purposes contained therein and that all things contained therein are true and correct.

(x) Levy Del Rosario
Levy Del Rosario

(x) Josephine Del Rosario
Josephine Del Rosario

Subscribed and sworn to before me, a Notary Public in and for said County and State, this day 29 day of January, 2021



Pamela Castner
Notary Public
A resident of Lake County,
State of Indiana

My Commission Expires:

10-20-25

Pamela Castner
Printed Signature

Accepted this 29 day of January, 2021

TOWN OF CEDAR LAKE, LAKE
COUNTY, INDIANA

By: _____
President, Town Council

This instrument prepared by: David M. Austgen, Attorney at Law, 130 North Main St., Crown Point, Indiana 46307

AF1-DEM

(2)

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

MEMORANDUM OF AGREEMENT
AGREEMENT FOR REDUCTION/ELIMINATION
OF SEWER UTILITY BILLING

KNOW ALL MEN BY THESE PRESENTS that on the ____ of, ____ 2021
the undersigned entered into an AGREEMENT FOR REDUCTION/ELIMINATION OF
SEWER UTILITY BILLING affecting the following-described Real Estate located in Lake
County, Indiana, and constituting a LIEN thereon, namely, to wit:

Parcel#: **45-15-21-476-012.000-014**

Legal: **WEST 100 FT OF EAST 430FT OF SOUTH 180FT EX. S.40FT OF SE1/4 S.21
T.34 R.9 .407AC**

Sewer Account Number: **25-17050-00**

IN WITNESS WHEREOF, the Parties to the described AGREEMENT have set their hands
and seal this 29 day of January, 2021

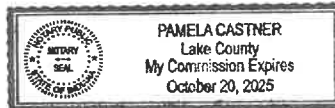
(x) Levy Del Rosario
Levy Del Rosario

(x) Josephine Del Rosario
Josephine Del Rosario

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared
the above Parties herein, who acknowledged or subscribed their respective signature this
29 day of January, 2021



Pamela Castner
Notary Public
A resident of Lake County,
State of Indiana

My Commission Expires:

10-20-25

Pamela Castner

Printed Signature

This instrument prepared by: David M. Austgen, Attorney at Law, 130 North Main St., Crown
Point, Indiana 46307

AF4-DEM

(3)

CERTIFICATE OF COMPLETION

Town of Cedar Lake
County of Lake, State of Indiana
Planning & Building Department

This Certificate is issued pursuant to the requirements of the Town of Cedar Lake, Lake County, Indiana Building Code certifying that at the time of issuance, the demolition of the structure (s) was in compliance with the various ordinances of the Town regulating building construction or use. For the following:

Address 9710 W 133rd Ave. Cedar Lake, Indiana 46303

Permit No. 18-038 Parcel No. 45-15-21-476-012.000-014

Owner/Contractor Levy Del Rosario/Metro Excavating

Tim Kubiak 1-12-21
Building Commissioner (Date)



David Martins 4-21-18
Public Works Department (Date)

Town of Cedar Lake

Public Works Department

8550 Lake Shore Drive – Cedar Lake, IN 46303

Tel (219) 374-7478 – Fax (219) 374-4449



To: Sewer billing department
From: Tom Stevens, Superintendent of Public Works
Subject: Removal of sewer tap connection

The Public Works Department has been contacted to inspect the sanitary sewer line disconnect at the following location:

Name of owner: DEL ROSARIO

Address: 9710 W. 133rd AVE

Address of disconnection: 9710 W. 133rd AVE

Contractor: METRO EXC.

The above inspection was (circle option):

APPROVED

REJECTED

Date: 6-21-18

Inspector: [Signature]

Permit #: 18-138

WW-2-20-18-
Demo

ATTN: Michelle



Town of Cedar Lake

*PERMIT # 18-038

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

J O AL

BUILDING PERMIT APPLICATION

TYPE OF IMPROVEMENT DEMOLITION TOWNSHIP HANOVER
 ADDRESS 9710 W. 133RD AVE, C.L. TAX KEY# 45-15-21-476-012.000-014
 LOT _____ SUBDIVISION _____ CONSTRUCTION VALUE \$ 5000-
 Owner LEVY J. DEL ROSARIO Phone 319-292-1687 E-mail LTDVM@HOTMAIL.COM
 Contractor: METRO EXCAVATING Address 14822 CTS 41 Cedar Lake, IN
 Phone 18-157-S E-mail Address Call-322-2410

IMPROVEMENT DETAILS:

TO TURN-OFF SEWER & H₂O

Structure Dimensions: Width _____ Length _____ Height _____
 Building Setbacks: Front _____ Right _____ Left _____ Rear _____
 Size (Sq Ft): Building _____ Garage _____ No. of Beds _____ No. of Baths _____
 Basement (Sq Ft): Finished _____ Unfinished _____ ☐ Walkout ☐ Slab ☐ Crawlspace
ELECTRICAL WORK: AMP _____ Temp Pole _____ Upgrade _____ Service Turn On _____
PLUMBING WORK: No. of Fixtures _____ Basement Rough Y/N Water Line Size _____ -OR- Well _____
MECHANICAL WORK: No. of Furnaces _____ No. of A/C Units _____ Other _____ Flood Plain _____
MISC: Deck (Sq Ft) _____ Shed (Sq Ft) _____ Fence Height _____ Sign (Sq Ft) _____ Pool _____
 Material: _____ Material: _____ Material: _____

REQUIREMENTS FOR NEW CONSTRUCTION:

1. Plat of Survey showing; Location of existing & proposed structures, all setbacks, existing & proposed grades.
2. Two (2) Sets of Drawings showing: Floor Plans, Foundation, Elevations, Electrical Plans, Wall cross sections, etc.
3. An As-Built survey will be required prior to obtaining a Certificate of Occupancy.
4. All contractors & subcontractors shall be licensed with the Town of Cedar Lake. Erosion Control is required.

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

Levy J. del Rosario
 Signature of Owner/Contractor

Date 2/11/18

*OFFICE USE ONLY	
Date Application Received	<u>18</u> Date <u>2-12-18</u>
BZA/Plan Approval	<u>[Signature]</u>
Approved By:	Date <u>2-20-18</u>
Remarks:	<u>Per Unsafe - work must be completed by June 20, 2018</u>

Zoning Fee	_____
Building Fee	<u>100.00</u>
Sewer Tap Fee	_____
Sewer Dev. Fee	_____
Water Tap Fee	_____
Water Dev. Fee	_____
Park Impact Fee	_____
Electric Fee	_____
Total \$	<u>100.00</u>
Receipt#	<u>382882</u>
Date Paid	<u>2/22/18</u>
Released By	<u>18</u>

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

**AGREEMENT FOR THE ~~REDUCTION~~/ELIMINATION
OF SEWER UTILITY BILLING**

THIS INDENTURE WITNESSETH that the Undersigned, Mike & Kathleen Phipps, as owner(s) of the following described parcel of Real Estate located in Lake County, Indiana, namely, to-wit:

Parcel #: **45-15-22-454-029.000-014**
Legal: **MEYER MANOR 2ND L.8 BL.2**

Sewer Account Number: 04-02810-00

Commonly known as: 8518 W. 131st LN Cedar Lake, Lake County, Indiana, hereby make the following representations to the Town of Cedar Lake, its Sewer Utility, and all future owners, Successors and Assigns of the above-described Real Estate, to include the Town of Cedar Lake and its Sewer Utility to reduce or eliminate the billing of the Undersigned for Sewer Utility Services at the above-described Real Estate:

1. That presently the above-described Real Estate has no improvements thereon due to the Razing or removal of a building or other structure thereon, together with all debris and rubbish.
2. That in consideration thereof, the Town of Cedar Lake and its Sewer Utility agree to Reduce or eliminate the billing of the Undersigned for Sewer Utility Services at the above-described Real Estate, and shall place the Sewer Billing Account related to this Real Estate on an inactive status.
3. That in the event this AGREEMENT is violated or breached at any time, by the construction of improvements of the above-described Real Estate by the Undersigned, their successors or Assigns, the Undersigned, and their successors or Assigns of such Real Estate shall be liable for the payment of the then-current and applicable sewer tap-on-fee in effect for new sewer connections.
4. That the payment of such charges upon breach of the AGREEMENT, for any reason whatsoever, SHALL CONSTITUTE A LIEN upon the above-described Real Estate and may be enforced according to the Laws of the State of Indiana for the collection of any delinquent Sewage rates or charges generally.
5. That this AGREEMENT is binding upon the Heirs, Personal Representatives, Successors, and Assigns of the Undersigned and this AGREEMENT shall be binding upon all subsequent Owners of the Real Estate described herein, notwithstanding the manner in which such Real Estate is acquired or transferred.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT on the:
10 Day of Feb 2021

(x) 
Mike Phipps

(x) 
Kathleen Phipps

(1)


STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

being duly sworn upon oath, state he/they are the sole owners of the Real Estate described in the above Agreement and that he/they have executed this AGREEMENT as his/their free and voluntary act for the uses and purposes contained therein and that all things contained therein are true and correct.

(x) 
Mike Phipps

(x) 
Kathleen Phipps

Subscribed and sworn to before me, a Notary Public in and for said County and State, this day
10 day of, 2 2021


Notary Public
A resident of Lake County,
State of Indiana

My Commission Expires:
10-20-2025

Pamela Castner

Printed Signature

Accepted this ____ day of _____, 2021

TOWN OF CEDAR LAKE, LAKE
COUNTY, INDIANA

By: _____
President, Town Council and Sewer
Council

This instrument prepared by: David M. Austgen, Attorney at Law, 130 North Main St., Crown
Point, Indiana 46307

AF1-DEM

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

MEMORANDUM OF AGREEMENT
AGREEMENT FOR REDUCTION/ELIMINATION
OF SEWER UTILITY BILLING

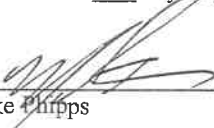
KNOW ALL MEN BY THESE PRESENTS that on the ____ of, ____ 2021
the undersigned entered into an AGREEMENT FOR REDUCTION/ELIMINATION OF
SEWER UTILITY BILLING affecting the following-described Real Estate located in Lake
County, Indiana, and constituting a LIEN thereon, namely, to wit:

Parcel#: **45-15-22-454-029.000-014**

Legal: **MEYER MANOR 2ND L.8 BL.2**

Sewer Account Number: **04-02810-00**

IN WITNESS WHEREOF, the Parties to the described AGREEMENT have set their hands
and seal this 10 day of 2, 2021


(x) 
Mike Phipps

(x) 
Kathleen Phipps

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared
the above Parties herein, who acknowledged or subscribed their respective signature this
10 day of February 2021


Notary Public
A resident of Lake County,
State of Indiana

My Commission Expires:

10/20/25

Pamela Castner

Printed Signature

This instrument prepared by: David M. Austgen, Attorney at Law, 130 North Main St., Crown
Point, Indiana 46307

AF4-DEM

(3)

4-2810

CERTIFICATE OF COMPLETION

Town of Cedar Lake
County of Lake, State of Indiana
Planning & Building Department

This Certificate is issued pursuant to the requirements of the Town of Cedar Lake, Lake County, Indiana Building Code certifying that at the time of issuance, the demolition of the structure (s) was in compliance with the various ordinances of the Town regulating building construction or use. For the following:

Address 8518 W 131st Lane Cedar Lake, Indiana 46303

Permit No. 20-205 Parcel No. 45-15-22-454-029.000-014

Owner/Contractor Mike Phipps

Jim Kubiak 2-3-21
Building Commissioner (Date)



David Matena 12-11-2020
Public Works Department (Date)

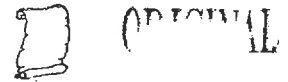
mm-2-3-21



Town of Cedar Lake

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

*PERMIT # 20-205



BUILDING PERMIT APPLICATION

TYPE OF IMPROVEMENT Tear down House TOWNSHIP Hanover
ADDRESS 8518 W 131st LN TAX KEY# 45-15-22-454-029.00-014
LOT 8 SUBDIVISION Meyer manner CONSTRUCTION VALUE \$ _____
Owner Mike Phlips Phone 219-804-0474 E-mail Mike.Phlips@jallor.com
Contractor: _____ Address _____
Phone _____ E-mail Address _____

IMPROVEMENT DETAILS:

Sewer-8 Keep Flood Plain _____

Structure Dimensions: Width _____ Length _____ Height _____
Building Setbacks: Front _____ Right _____ Left _____ Rear _____
Size (Sq Ft): Building _____ Garage _____ No. of Beds _____ No. of Baths _____
Basement (Sq Ft): Finished _____ Unfinished _____ ☐ Walkout ☐ Slab ☐ Crawlspace

ELECTRICAL WORK: AMP _____ Temp Pole _____ Upgrade _____ Service Turn On _____

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

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

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

REQUIREMENTS FOR CONSTRUCTION:

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

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

Signature of Owner/Contractor [Signature] Date 4-21-20

* **OFFICE USE ONLY** - Updated 1/15/2020
Date Application Received: 1/3 4-21-20
BZA/Plan Approval _____
Approved By: _____ Date 5-5-20
Building Commissioner
Remarks: _____

Zoning Fee	_____
Building Fee	<u>100.00</u>
Sewer Tap Fee	_____
Sewer Dev. Fee	_____
Water Tap Fee	_____
Water Dev. Fee	_____
Park Impact Fee	_____
Electric Fee	_____
Total \$	<u>100.00</u>
Receipt#	<u>498121</u>
Date Paid	<u>5/12/2020</u>
Released By	<u>[Signature]</u>

Michelle Bakker

20-205

From: Kathy Phipps <kathyhipps2@gmail.com>
Sent: Wednesday, December 16, 2020 9:47 AM
To: Michelle Bakker
Subject: Phipps

Hello, Mike and Kathy Phipps would like to cap the sewer line at 8518 W 131st Ln, Cedar Lake, In.

Please let me know if there is anything else you require.

Thank you

--

Kathy Phipps
384-0830 cell

Town of Cedar Lake

Public Works Department

8550 Lake Shore Drive – Cedar Lake, IN 46303

Tel (219) 374-7478 – Fax (219) 374-4449



To: Sewer billing department
From: Tom Stevens, Superintendent of Public Works
Subject: Removal of sewer tap connection

The Public Works Department has been contacted to inspect the sanitary sewer line disconnect at the following location:

Name of owner: MIKE PHIPPS

Address: 8518 W. 131ST LN

Address of disconnection: 8518 W. 131ST LN

Contractor: MIKE PHIPPS

The above inspection was (circle option):

APPROVED

REJECTED

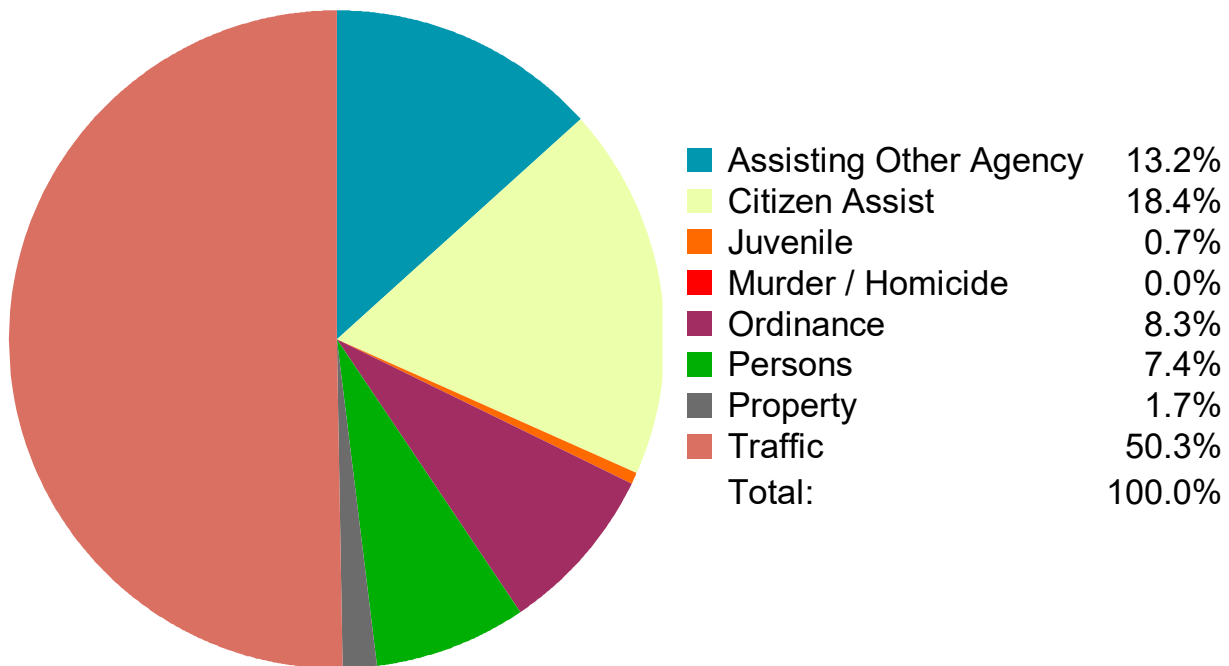
Date: 12-11-20

Inspector: David Hunt

Permit #: 20-205

**CEDAR LAKE POLICE DEPARTMENT
INCIDENT AND CALLS FOR SERVICE REPORT
January 2021 and Year-To-Date 2021**

Incident Type	Month Total	
Incidents Assisting Other Agency (Including Fire and EMS):	111	111
Incidents related to Citizen Assists:	154	154
Incidents related to Juveniles:	6	6
Incidents related to Murder/Homicide:	0	0
Incidents related to Ordinances:	70	70
Incidents related to Persons:	62	62
Incidents related to Property:	14	14
Incidents related to Traffic:	422	422
Incidents Not Classified:	2	2
Totals:	841	841



CITATION REPORT
January 2021 and Year-To-Date 2021

State Violations: 141

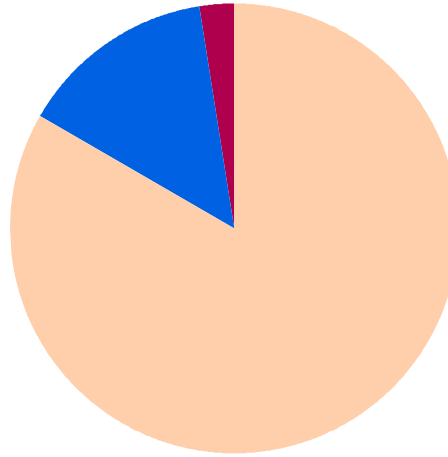
Town Traffic Violations: 24

Town Ordinance Violations: 4

Other Violations: 0

Total for January: 169

Year To Date: 169



State Violations	83.4%
Town Traffic Violations	14.2%
Town Ordinance Violations	2.4%
Other Violations	0.0%
Total:	100.0%

WARNING REPORT
January 2021 and Year-To-Date 2021

State Violations: 254

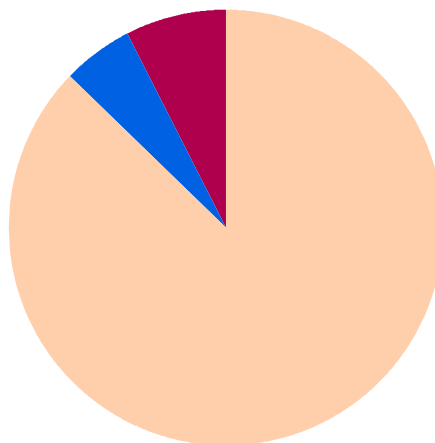
Town Traffic Violations: 15

Town Ordinance Violations: 22

Other Violations: 0

Total for January: 291

Year To Date: 291



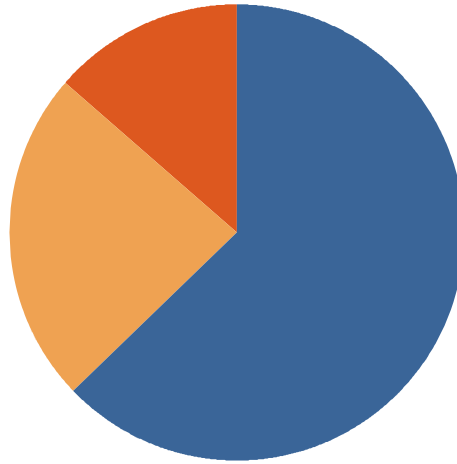
State Violations	87.3%
Town Traffic Violations	5.2%
Town Ordinance Violations	7.6%
Other Violations	0.0%
Total:	100.0%

ARREST REPORT
January 2021 and Year-To-Date 2021

Total Arrests: 32
Total Charges Filed: 51
Misdemeanor: 32
Felony: 12
Infraction: 0
Not Classified /
Warrant: 7

Year-To-Date

Total Arrests: 32
Total Charges Filed: 51



■ Misdemeanor	62.7%
■ Felony	23.5%
■ Infraction	0.0%
■ Not Classified	13.7%
Total:	100.0%



February 11, 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 February 16, 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 February 16, 2021 Town Council Meeting. This report covers activities for the period of January 16, 2021 through February 11, 2021.

1) Aquatic Ecosystem Restoration Cedar Lake Project, Section 206

Internal coordination meetings were held to discuss and summarize Phase 1 findings and establish a Phase 2 approach. Other coordination meetings were held with IDEM regarding permitting/testing requirements for sediment and effluent being conveyed to the proposed sediment dewatering facility. A Phase 2 proposal was submitted to the Town on February 8th.

2) MS4 Coordination

IDEM is in the process of issuing a new MS4 General Permit that will revise and update how all MS4's in Indiana will be permitted with new compliance timelines and expanded requirements for managing stormwater discharges. CBBEL has been reviewing IDEM's draft permit language and has prepared a series of questions/comments for IDEM to consider as they finalize the MS4 General Permit. CBBEL prepared a template letter in response to new permit requirements for the Town to submit to IDEM.

3) 133rd Avenue Phase 2 – Construction Services

CBBEL was notified on February 9th from the state accounting manager that the project is still under review.

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

CBBEL received the supplemental survey from DVG on January 21st. CBBEL is currently finalizing the plans and bid specifications for a March 5th advertising. Bid opening would be on March 22nd with a special public meeting for award on March 23rd. Contracts need to be finalized with the awarded Contractor by April 8th in accordance with the grant contract with INDOT and the CCMG program.

5) NIRPC/State Legislature/INDOT/IDNR Updates

CBBEL attended the virtual NIPRC TPC meeting on February 9th. All projects initially recommended during the NIRPC TROC meeting on January 26th were reviewed by all communities on the call and received a favorable recommendation to the full Executive Board meeting on March 9th. This list included the east phase (Cline Roundabout to Town Hall) of the Lake Shore Drive Corridor project. This project will be included in the 2025-26 TIP, Year 2025 for \$1,751,300 and have an engineering/ROW component programmed into the 2020-24 TIP, Year 2023 for \$110,000. The construction estimate would be an 80/20 cost share.

NIRPC has previously announced 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 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: Passed out of the House Government and Regulatory Reform Committee 8-5. The bill is on its third reading as of February 8th.**
- **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 and scheduled for a hearing on February 11th.**
- **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. No Change.**

- **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. No Change.**
- **HB1466, Performance Bonding of Developers:** Requires (rather than allows) a local unit to grant a secondary approval to a plat for a subdivision in which improvements and installations have not been completed if the applicant provides: (1) a performance bond or other proof of financial responsibility; or (2) if installation or extension of utility service is involved, proof of contracting with a utility or a political subdivision for the installation or extension. Provides that the only condition precedent that a local unit may require to recording a secondary plat is that the land developer obtain a performance bond or other surety for: (1) unfinished streets, sanitary piping, storm water piping systems, water mains, sidewalks and ornamental lands. **Status: Passed out of the House Local Government Committee 13-0. The bill is on its second reading as of February 8th.**
- **SB95, Annexation:** Provides, with certain exceptions, that the following apply to annexations for which an annexation ordinance is adopted after May 14, 2021: (1) A municipality initiating an annexation must file a petition with the court signed by: (A) at least 51% of the owners of land that is not exempt from property taxes in the annexation territory; or (B) the owners of more than 75% in assessed valuation of land that is not exempt from property taxes in the annexation territory. (2) If the petition filed by the municipality has enough signatures, the court must hold a hearing to review the annexation. (3) Adds provisions regarding the validity of a signature on an annexation petition. (4) Eliminates the remonstrance procedure for annexations and reimbursement of remonstrator's attorney's fees and costs. (5) Provides that remonstrance waivers are void for annexations for which the annexation ordinance is adopted after May 14, 2021. (6) Provides that a settlement agreement in lieu of annexation that is executed after May 14, 2021, is void. (7) Eliminates provisions regarding the contiguity of a public highway. Eliminates provisions that prohibit an annexation from taking effect in the year preceding the year that a federal decennial census is conducted. **Status: Passed the Senate on February 1st and was referred to the House on February 2nd.**
- **SB207, Highway Finances:** Reduces the required percentage amount of the motor vehicle highway account distributions that counties, cities, and towns must use for the construction, reconstruction, and preservation of highways from 50% in current law to 40% in calendar years beginning January 1, 2022, and ending December 31, 2023. Provides that, for a period in which the reduction applies, the term "preservation" includes both snow removal and expenditures for deicing road salt or similar deicing agents. Requires counties, cities, and towns that apply the reduced required percentage amounts authorized under the bill to submit to the local technical assistance program at Purdue University in conjunction with the Indiana department of transportation (LTAP) a detailed itemization of the uses of the funds in the calendar year that were for: (1) purposes other than construction, reconstruction, and preservation; and (2) preservation that included only snow removal and expenditures for deicing road salt or similar deicing agents. Requires the LTAP to present a statewide aggregate report of the results received from counties, cities,

and towns to the state budget committee for each year. **Status: It appears that a 4th amendment has passed the Senate, but it has not been referred to the House yet.**

- **SB369, Electronic Meetings and Signatures:** Allows a governing body of a political subdivision to allow its members to participate in a meeting of the governing body electronically subject to the following: (1) The governing body adopts a written policy establishing procedures for electronic participation. (2) Before January 1, 2023, the governing body may, and (after December 31, 2023) the governing body shall use a means of electronic communication that allows the public to attend and observe the meeting. Provides that a member participating by electronic communication is considered present at the meeting for quorum purposes and may participate in any final action taken at the meeting only if the member can be seen and heard. With certain exceptions, provides that a member of the governing body of a school corporation may not participate in a meeting of the governing body by electronic communications if: (1) the only purpose of the meeting is to take public testimony; or (2) the meeting involves taking final action on the adoption of the annual budget of the school corporation. Provides that if a statute requires a manual signature for attesting or authenticating an obligation issued by certain state and local public entities, an electronic signature has the same force and effect as a manual signature. **Status: Passed Local Government Committee on a voice vote and will be moved the full Senate.**
- **SB389, Repeals State Regulated Wetland Law:** Repeals the law requiring a permit from the Indiana Department of Environmental Management for wetland activity in a state regulated wetland. Makes corresponding changes to eliminate references to that law. States that the repeal of that law is not intended to affect: (1) the regulation in Indiana under the federal Clean Water Act of the discharge of dredged or fill material into waters of the United States; or (2) the authorization of the state of Indiana to administer the National Pollutant Discharge Elimination System permit program. Provides that the repeal of that law extinguishes any judicial or administrative proceeding concerning an alleged violation of IC 13-18-22, an administrative rule concerning IC 13-18-22, or the terms of a permit issued under IC 13-18-22. **Status: The bill was passed by the Senate 29-19 and referred to the House on February 2nd.**

6) Other Funding Opportunities

- **IDNR – Division of Outdoor Recreation, Indiana Trails Program:** *No change from prior report.* 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:** *No change from prior report.* 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:** Town staff submitted close-out documents to INDOT on February 2nd. Small items remain on a punch list that will be completed in the Spring when weather permits.
- **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 NIPSCO has revised their utility pole plan to eliminate the need for acquisition from the last parcel. NIPSCO noted that relocation of electric and gas utilities will begin in March. This project does not have a bid timeline as Town staff is determining a funding mechanism.

8) Town Road Committee

Below is a summary of ongoing Road Committee related items:

- 129th Avenue and CCMG: See above.
- Vermillion Dr Curve: DVG provided the survey of this area on January 21st. CBEL is currently evaluating the corridor and waiting to complete a survey check when weather permits.
- Parrish Avenue from 137th Avenue to 133rd Avenue: Phase 2 of this project was submitted for the 2021-01 CCMG program on January 29th. The construction estimate was \$1,146,521.25 and would be a 50/50 cost share. We anticipate results

of the 2021-01 CCMG call in March.

- Fairbanks Street from 129th Avenue to 133rd Avenue: This project was included as part of a 2021-01 CCMG application. The construction estimate was \$202,948.00 and would be 50/50 cost share.
- Subdivision Master Plan: The finalized plan was provided to Town staff on February 8th for distribution to Town Road Committee members. Utility coordination for Noble Oaks and Shades Subdivisions is on-going.

9) Redevelopment Commission

CBBEL is completing the following projects for the Redevelopment Commission:

- 133rd Avenue/King Drive Intersection Safety Improvements (DES No. 2000023): Informal bids were released to CBBEL on February 10th. The estimate and bids were provided as follows:
 - Construction Estimate: \$342,405.44
 - Reith-Riley Construction Company: \$334,091.96
 - Walsh & Kelly, Inc.: \$286,890.66
- Morse Street Corridor Pedestrian Path: CBBEL received the corridor survey on January 11th from DVG and completed a survey field check on January 25th. Design of the project has begun.
- 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.**

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. **No Change.**
- Cedar Lake Vending Parking Lot Expansion: CBBEL received a re-submittal package on February 5th and is reviewing.
- Hanover Middle School Expansion & Elementary School: CBBEL received a re-submittal package on February 10th and is currently reviewing.
- Hanover Central High School Athletic Fields: CBBEL provided a comment letter on February 3rd and is awaiting a response.
- 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: CBBEL sent a Change Order to Metro and Rosebud on February 2nd for signature to summarize changes to the project scope and set final contract values. We are awaiting response and then will complete a pay application for the project. A 10%

retainage will be held due to settling of the pipe trench. This will have to be completed in the Spring prior to project close-out.

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. **Town staff and CBBEL are researching State and Federal buy-out programs for this property as it may qualify for assistance since it is repetitive damage candidate.**

9208 W. 142nd Place, Mary Ellen Subdivision: It is our understanding that easement documentation has been signed by the Town and homeowner. This project will be quoted by a previously approved stormwater contractor and likely be completed in the Spring when weather conditions are appropriate.

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.**

Lynnsway HDPE Pipe Failure: CBBEL provided a construction estimate of \$180,000 pending that existing storm manholes are in good condition. This project would replace +/- 860 ft. of HDPE in rearyards that has collapsed. We have recommended that letters be issued to homeowners that have obstructions in the drainage and utility easement. These obstructions should be removed prior to bidding of the project.

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 15 lots in January 2021. 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. **CBBEL and Town staff are currently finalizing the Zoning Map and hope to have it completed by March 1st.**

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 021121.docx

CC: Planning Director
Director of Operations
Building Administrator
Town Attorney

Attachments: Project Status Report
All Projects Schedule