

**TOWN COUNCIL PUBLIC MEETING AMENDED AGENDA**  
**March 2, 2021 - 7:00 PM**

# Town Council Public Meeting

March 2, 2021

## NEW BUSINESS:

### 1. Soccer Shots Agreement for a Fee Waiver and use of the Town Grounds

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

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

### 2. Placemaking Pier – Cedar Lake Historical Association

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

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

### 3. Monastery Clubhouse Lease Rental Agreement

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

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

### 4. New Street Sign Funding (Lennar Infrastructure Improvements Fund)

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

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

### 5. Cedar Lake Historical Association – New HVAC Installation Consent and Permit Fee Waiver

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

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

## WRITTEN COMMUNICATION:

1. Building Department Report

## PUBLIC COMMENT:

## ADJOURNMENT:

## PRESS SESSION:

**NEXT MEETING: Tuesday, March 16, 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.*



# CEDAR LAKE CHAMBER OF COMMERCE

Cedar Lake Town Council  
7408 Constitution Ave.  
Cedar Lake IN 46303

Dear Town Council Members,

The Cedar Lake Chamber of Commerce has had the pleasure of hosting a Business and Organization Showcase for several years in the Fieldhouse at Hanover Central High School during the month of March. However, due to the Covid-19 pandemic which overwhelmed the country in 2020, the Chamber was forced to cancel the event based on safety concerns from school officials and social distancing guidelines recommended by the state.

As the Chamber Board of Directors began planning events in January for 2021, it found the Field House restrictions were still in place and would not be reconsidered until late March. To continue the event this year, a consensus of directors recommended the Showcase be held in an outdoor venue and suggested the Town Complex Grounds as a perfect location with ample room for vendors, much needed parking and a view of the lake allowing us to showcase boats and sports equipment.

The Chamber is asking for the use of the Town Complex Grounds on Saturday, June 12, with a rain date of Sat. June 19, between the hours of 8a.m. and 5p.m. The Chamber Showcase Committee would like to come in the evening before the event to mark the booth locations. In addition, because this event is not a fund raiser for the Chamber, directors have asked that any ground rental fees be waived. As in past years, the town is invited to set up displays, i.e. tents or tables, to promote Cedar Lake. There would be no charge.

Because one of the proposed exhibitors is liquor store, the Chamber would also like approval to offer samplings of beer and wine. The Chamber would acquire the necessary state permitting and meet any concerns the town might have. In the past we have also showcased the Town's VIPs, its services and equipment. This year, if possible, we would also like to offer a "Touch a Truck" area for adults and children to view the town's equipment.

Thank you for your consideration. Members of the committee will be available to answer any questions you might have.

Sincerely,

Diane Jostes, Executive Director

**"We're Sailing Ahead"**

To The Cedar Lake , Indiana Town Council,

Hello ,

My name is Ernest Uram and I am the fund raising and event planner volunteer for the Cache Creek Rescue located inside the Alsip Home & Nursery store in St. John , IN.

I had rented out the Cedar Lake Club House on 129<sup>th</sup> street two October's ago and it was a perfect place for our fund raising Fall event.. Many of our Local Adopters are from the Cedar Lake /Lowell area and are very happy to have new fur babies back in their life. I had requested the date of August 7,2021 to have our end of Summer Event at the Cedar Lake Club House on 129<sup>th</sup> Street to raise money and collect needed supplies for our Rescue. Since we are a Non- Profit 501 C 3 and also a No-Kill Rescue we operate on donations from kind and generous people from our area. I am asking the Cedar Lake Town Council if they can wave the rental fee for this event as a benefit to our Rescue , It would be deeply appreciated in keeping our costs down for this event.

Thank You Very Much,

Cache Creek Event Planner and Volunteer

Ernest A. Uram 219-765-3789

Cache Creek Rescue  
10255 Wicker Ave ( Inside Alsip Nursery )  
St. John, Indiana 46373  
219-365-7426  
cachecreekin@gmail.com

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**March 2, 2021**

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**ALL TOWN FUNDS**

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**\$195,255.30**

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**WASTEWATER OPERATING**

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**\$12,071.21**

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**WATER UTILITY**

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**\$57,035.16**

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**STORM WATER**

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**\$4,236.14**

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**PAYROLL 2/4 , 2/18/2021**

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**\$495,913.00**

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**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. 1277 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



## **EXHIBIT A**

### **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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/04/2021

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).

<b>PRODUCER</b> American Specialty Insurance & Risk Services, Inc.  7609 W. Jefferson Blvd., Suite 100 Fort Wayne IN 46804		<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Lenehan Soccer Shots dba Soccer Shots Northwest Indiana 9570 Dewey Pl  Crown Point IN 46307		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Arch Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 11150	

**COVERAGES**
**CERTIFICATE NUMBER:** 1001829342

**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.

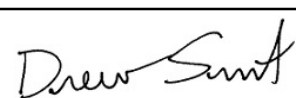
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			SBCGL0484403	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y					PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

- Sexual Abuse or Molestation Coverage is included on the GL Policy. \$1,000,000 Limit each occurrence, \$2,000,000 Limit Aggregate.

- Coverage available under policy SR2014PA-P-054014-000 is on file with the policyholder. Accident Medical Coverage, \$25,000 per injury excess of any other valid and collectible insurance (no deductible applies). Accidental Death and Dismemberment \$10,000 per person per accident.

**CERTIFICATE HOLDER**
**CANCELLATION**

Town of Cedar Lake  7408 Constitution Ave  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 
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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

<b>AGENCY</b> American Specialty Insurance & Risk Services, Inc.		<b>NAMED INSURED</b> Lenahan Soccer Shots dba Soccer Shots Northwest Indiana 9570 Dewey Pl	
<b>POLICY NUMBER</b> SBCGL0484403		<b>EFFECTIVE DATE:</b> 06/01/2020	
<b>CARRIER</b> Arch Insurance Company	<b>NAIC CODE</b> 11150	Crown Point, IN 46307	

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE - Certificate #1001829342

- The Certificate Holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, and subject to the provisions and limitations of Form CG 2011 Additional Insured - Managers or Lessors of Premises, effective February 04, 2021.

### **RESIDENTIAL LEASE/RENTAL AGREEMENT**

This RESIDENTIAL LEASE/RENTAL AGREEMENT (hereinafter referred to as this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, by its duly elected TOWN COUNCIL, as Legislative Body (hereinafter referred to as "TOWN"), and \_\_\_\_\_ (hereinafter referred to as "LESSEE").

### **RECITALS**

**WHEREAS**, the TOWN is the owner of Monastery Woods Clubhouse and Park, which specifically includes the residential unit located in the Clubhouse located thereon (hereinafter referred to as "Premises"); and

**WHEREAS**, the TOWN is duly authorized by applicable Indiana Code provisions to enter into contracts and leases for real property owned by the TOWN; and

**WHEREAS**, the TOWN has the authority to operate and maintain the Premises, to enter into a lease agreement for the occupation of the Premises, and to receive rent payments pursuant to any such lease agreement; and

**WHEREAS**, the Parties, in order to guard against potential conflicts, problems, or disagreements, fully agree to the terms set forth hereafter in this Agreement, whereby the LESSEE agrees to rent, and the TOWN agrees to lease, the residential unit on the described Premises.

### **COVENANTS**

**NOW, THEREFORE**, in consideration of the above recitals, the terms and covenants of this Agreement, and other valuable consideration, the receipt of which is acknowledged, the Parties hereby agree as follows:

1. **TERM**: The term of this Agreement shall be one (1) year. Either Party may terminate the lease by delivering to the other Party a written Notice to Quit thirty (30) days or more before the end of the term herein. This Agreement is not automatically renewable.

2. **POSSESSION**: LESSEE will be given possession of the Premises upon execution of this Agreement, and will continue in such possession during the term hereof.

3. **RENT**: Rent is due on the first (1<sup>st</sup>) day of each month at a rate of \$\_\_\_\_\_ per month during the term of this Agreement. LESSEE agrees to pay a fee of \$35.00 for each dishonored check. Rent shall be payable at the Office of the Town Clerk-Treasurer, or such other place as the TOWN may designate. LESSEE agrees to pay a late fee of \$50.00 if rent is not paid by the 5<sup>th</sup> day of the month. An additional charge of \$10.00 per day will be charged on the 10<sup>th</sup> of the month, and each day thereafter, until the rent is paid in full for that month.

In addition to the rent required to be paid hereunder, LESSEE agrees to pay a security deposit in the amount of \$\_\_\_\_\_. This security deposit shall not be considered a rent payment, and shall

be treated and handled in conformance with Indiana statutory and case law existing at the time of entry into the Agreement.

**4. REPAIRS AND MAINTENANCE:**

a. **TOWN's Obligation:** The TOWN agrees, at TOWN's sole expense, to make all major repairs necessary to keep in good repair and working order (except to the extent damaged by Lessee's fault): (a) all structural portions of the Premises, including (without limitation) foundations, walls, floors, stairways, roof and exterior portions thereof; and (b) all electrical, gas, water, central heating, central air conditioning, and plumbing equipment and appliances, and any other equipment and appliances furnished by the TOWN under this Agreement. The TOWN will make repairs required by this Agreement with reasonable promptness after receipt of written or verbal notice of LESSEE, and the TOWN shall make contact with all repair service providers for such repairs.

b. **LESSEE's Obligations:** LESSEE agrees (a) to keep, at LESSEE's expense, the Premises in a clean, sightly and healthful condition, and (b) to make, at LESSEE's expense, all minor repairs which are necessary to maintain the Premises in good repair and condition; (c) to comply with all statutes and ordinances concerning the maintenance and repair of the Premises; and (d) to surrender the Premises at the expiration of this Agreement in as good repair and condition as existed at the date of execution of this Agreement, reasonable wear and tear excepted. LESSEE will also be responsible for paying for any and all damages or repairs caused by LESSEE's negligence or abuse (i.e. holes and walls, damage carpet, etc.).

c. **TOWN's Right to Perform LESSEE's Obligations:** In the event that LESSEE fails to perform LESSEE's obligations under this Agreement, the TOWN, or TOWN's agents, may perform such obligations on behalf of LESSEE. In addition to the rent hereby reserved, LESSEE shall pay the TOWN, upon demand, the expenses that the TOWN incurred in performing LESSEE's obligations.

d. **TOWN's Right to Enter Premises:** The TOWN, or TOWN's agents, shall have the right to enter the Premises (without causing or constituting a termination of this Agreement or interference with LESSEE's possession), at all reasonable times for the purposes of showing the Premises to prospective buyers or lessees, examining its condition or use, and performing the TOWN's obligations (pursuant to Subsection 5(a)) and LESSEE's obligations (pursuant to Subsection 5(c)).

e. **ALTERATIONS:** Without the TOWN's prior written consent, LESSEE shall make no alteration of or addition to the Premises, including (without limitation) painting, wallpapering, and carpeting. The TOWN's decision to refuse such consent shall be conclusive. In the event that the TOWN agrees to give such consent, LESSEE shall be solely responsible for the costs of such alteration or addition and shall protect, indemnify and hold the TOWN harmless against: (a) any lien for labor or material furnished, (b) any claim which any subcontractor, lessor

of equipment, journeyman or laborer may have under law against an owner of real property for services, material or machinery, and (c) any liability for personal injury or damage to property associated in any way with any alteration or addition. The TOWN may also require LESSEE to furnish security, insurance, or other assurance as the TOWN may reasonably require to protect the TOWN against the liens, claims and liabilities described herein, and to assure that the work will be performed in a lawful and workmanlike manner and with proper materials.

Upon the termination of this Agreement, or when LESSEE abandons, quits, or vacates the Premises, whichever shall first occur, any alteration or addition made pursuant to this Section shall become the TOWN's property, and shall remain upon the Premises, all without compensation, allowance, or credit to LESSEE. LESSEE shall repair any damage to the Premises caused by LESSEE or LESSEE's agents in removing any property therefrom.

5. **SUBLET/ASSIGNMENT:** LESSEE may not sublet the Premises or assign this Agreement without the prior written consent of the TOWN.

6. **FIRE AND CASUALTY:** In the event that the Premises become uninhabitable by reason of fire, explosion, or by other casualty, the TOWN may, at its option, terminate this Agreement or, in the alternative, repair the damages within thirty (30) days. In the event that the TOWN does not elect to make said repairs within the allotted time, or if the Premises are fully destroyed, this Agreement is terminated. In the event that the TOWN elects to repair the damage, rent shall be abated and prorated from the date of the fire, explosion, or other casualty to the date of re-occupancy, provided that during repairs, LESSEE has vacated and removed his/her personal possessions as required by the TOWN. The date of re-occupancy shall be the date of notice to the LESSEE that the Premises are ready for re-occupancy.

7. **NO HOLD OVER:** LESSEE shall deliver possession of the Premises in good order and repair to the TOWN upon termination or expiration of this Agreement.

8. **RIGHT OF ACCESS:** The TOWN shall have the right of access to the Premises for inspection and repair or maintenance during reasonable hours. In case of emergency, the TOWN may enter at any time to protect life and prevent damage to the Premises.

9. **USE:** The Premises shall be used for Residential purposes only and shall be occupied only by the persons named in the space provided therefore on the last page of this Agreement. An individual residing on the Premises who is not a signator of this Agreement and/or duly named in this Agreement, will be sufficient grounds for termination of this Agreement. The residential unit shall be used so as to comply with federal, state, county and municipal laws and ordinances. The LESSEE shall not use the residence, or permit it to be used, for any disorderly or unlawful purpose.

10. **PROPERTY LAWS:** The TOWN shall not be liable for damages to LESSEE's property of any type for any reason or cause whatsoever, except where such is due to the TOWN's gross negligence. LESSEE acknowledges that he/she is aware that LESSEE is responsible for obtaining any desired insurance for fire, theft, liability, and the like, on personal possessions, family, and guests.

11. **DEFAULT:** LESSEE shall be deemed in default of this Agreement if (1) LESSEE fails to pay the full amount of any installment of rent on or before the date when it is due and payable; (2) LESSEE does not correct any failure to observe or perform any provision of this Agreement for thirty (30) days after the TOWN has given LESSEE notice of the nature of LESSEE's failure; (3) LESSEE files a petition in bankruptcy or for an arrangement under any present or future federal or state bankruptcy law, or is adjudicated a bankrupt or insolvent; or (4) LESSEE abandons, quits, or vacates the Premises.

12. **REMEDIES:** In the event that LESSEE is in default of this Agreement, the TOWN shall automatically and immediately have the right to commence legal proceedings against the LESSEE for removal of LESSEE from Premises, for collection of all rent owed by LESSEE, damages caused by LESSEE, and expenses paid by the TOWN that are LESSEE's responsibility under this Agreement, and all other remedies allowed by applicable law. Expenses of any such legal proceedings shall be paid by LESSEE, including, but not limited to, damages, court costs, and attorney fees.

13. **FAILURE OF TOWN TO ACT:** Any failure of the TOWN to insist upon compliance with the terms of this Agreement shall not constitute a waiver of any remedy to a violation by LESSEE.

14. **REMEDIES CUMULATIVE:** All remedies under this Agreement or by law or equity shall be cumulative. If a suit for any breach of this Agreement establishes a breach or default by LESSEE, then LESSEE shall pay to the TOWN all expenses incurred in connection therewith, including, but not limited to, court costs and attorney fees.

15. **INDEMNIFICATION, WAIVER AND RELEASE:** LESSEE will indemnify and release the TOWN, its agents and its employees, and hold the TOWN, its agents, and its employees, harmless from any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), losses, liabilities, judgments and expenses (including, without limitation, attorney fees and court costs) incurred in connection with or arising from (a) the use or occupancy of the Premises by LESSEE or any person claiming under LESSEE; (b) any activity, work, or thing, done or permitted or suffered by LESSEE; (c) any acts, omissions, or negligence of LESSEE, or any person claiming under LESSEE, or the contractors, agents, employees, invitees, or visitors of LESSEE or any such person; (d) any breach, violation, or nonperformance by LESSEE, any person claiming under LESSEE or the employees, agents, contractors, invitees, or visitors of LESSEE, or any such person of any term, covenant, or provision of this Agreement or any law, ordinance, or governmental requirement of any kind; (e) (except for loss of use of all or any portion of the Premises or LESSEE's property located within the Premises which is proximately caused by or results proximately from the gross negligence of the TOWN), any injury or damage to the person, property, or business of LESSEE, its employees, agents, contractors, invitees, visitors, or any other person entering upon the Premises under the express or implied invitation of LESSEE. If any action or proceeding is brought against the TOWN, its employees, or agents by reason of any such claim, LESSEE, upon notice from the TOWN, will defend the claim at LESSEE's expense with counsel reasonably satisfactory to the TOWN.

16. **ABANDONMENT:** In the event that the LESSEE removes or attempts to remove property from the Premises, other than in the usual course of continuing occupancy, without having first paid the TOWN monies due, the Premises may be considered abandoned, and the TOWN shall have the right, without notice, to store, and thereafter, dispose of any property left on the Premises by LESSEE. The TOWN shall also have the right to store, and thereafter dispose of, any of LESSEE's property remaining on the Premises after the termination of this Agreement.

17. **MORTGAGEE'S RIGHTS:** LESSEE's rights under this Agreement shall at all times be automatically junior, subordinate, and subject to any deed to secure debt which is now or shall hereafter be placed on the Premises of which the residence is a part. If requested, LESSEE shall promptly execute any Certificate or other document that the TOWN may request to specifically implement the subordination of this paragraph.

18. **MISCELLANEOUS:**

a. **Notices:** All notices required to be given in writing under the terms of this Agreement shall be either personally delivered or mail via certified or registered mail, postage prepaid, return receipt requested, and shall be sent to the following addresses for each respective party:

**TOWN:**

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

**LESSEE:**

\_\_\_\_\_  
9800 W. 129<sup>th</sup> Avenue  
Cedar Lake, IN 46303

b. **Interpretation:** This Agreement shall be construed as if prepared by all Parties. This Agreement shall be construed and governed by the laws of the State of Indiana.

c. **Headings:** The headings and captions in this Agreement are for convenience and ease of reference only, and shall not be issued to construe, interpret, expand, or limit the terms of this Agreement.

19. **ENTIRE AGREEMENT:** This Agreement, as well as any attached addenda, constitutes the entire Agreement between the parties, and no oral statement shall be binding between them. It is the intention of the Parties herein that if any part of this Agreement is found to be invalid, for any reason, such invalidity shall not void the remainder of this Agreement.

20. **PUBLIC ACTION:** Entry into 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 its Town Council, after motion duly made and seconded, by a vote of \_\_\_\_ in favor and \_\_\_\_ against, on the \_\_ day of \_\_\_\_\_, 2021, and whereby the Town Council President was directed to execute the same, with the Clerk-Treasurer directed to attest same, and thereupon deliver the Agreement herein.



IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed in person on the day and year first above written.

**TOWN**

TOWN OF CEDAR LAKE, LAKE COUNTY,  
INDIANA, a Municipal Corporation,  
by its duly elected TOWN COUNCIL

**LESSEE**

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

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

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

\_\_\_\_\_  
Date

Attest:

By: \_\_\_\_\_  
Jennifer N. Sandberg, IAMC, Clerk-Treasurer

\_\_\_\_\_  
Date

NUMBER OF LESSEES LIVING WITHIN THE PREMISES: \_\_\_\_\_

**NAMES**

**RELATIONSHIP**

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

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

Contact Phone Numbers:

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

# Quotation Number B389858

Quote Date 01/11/21

## Custom Products Corporation

P.O. Box 54091  
Jackson, MS 39288-4091

Telephone: 601/932-5854






### Bill To:

Town of Cedar Lake IN  
PO Box 707  
Cedar Lake, IN 46303-0707

### Ship To:

Town of Cedar Lake Public Works  
8550 Lake Shore Dr  
Cedar Lake, IN 46303

## THIS IS A BID/ESTIMATE

Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Salesperson	Reference No.	
CEDIN	Quoted frt	Origin	Net 30 Days	Quote clarksdale	HM		
Qty. Quoted	Qty. Shipped	Item Number	cpartno	Unit of Meas	Requ Date	Unit Price	Extended Price
	Back Ordered	Item Description				Disc % Tax	
50	0	OPOZBR3SB33BK		EA	01/11/21	83.7500	4187.50
		POST BASE ROUND/3"OD/#SB-33/BOLT TOGETHER/(BLACK)(L1234) [F]				N ST 	
50	0	OSIZ1CRJ412CFBK		EA	01/11/21	17.7200	886.00
		BRACKET SIGN TOP JUMBO 12"/CROSS PIECE/FLAT BLADE/(BLACK)(L1)				N ST 	
50	0	OSIZ1R3J412RFBK		EA	01/11/21	24.4500	1222.50
		BRACKET SIGN TOP JUMBO 12"/ROUND 3"OD/FLAT BLADE/(BLACK)(L1)				N ST 	
50	0	RPORZVR1P330RNC		EA	01/11/21	46.4200	2321.00
		ROUND BREAKAWAY SYSTEM V-LOC KIT FOR 3"OD/VR1-P/NEW CONCRETE[F]				N ST 	
50	0	OPOZF1317FBK		EA	01/11/21	3.5600	178.00
		BRACKET DECORATIVE FINIAL 317F FLAT BLADES BLACK (L1)				N ST 	
				SHIP & BACKORDER YES OR NO			
<div>- Quotes expire 30 days from the quoted date unless otherwise noted above. - Please refer to our catalog for terms of sale, ordering and artwork guidelines. - The "C.A.L.T." is our estimated current average lead time based on historical information.</div>							

# Quotation Number B389858

Quote Date 01/11/21

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Cedar Lake, IN 46303

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CEDIN	Quoted frt	Origin	Net 30 Days	Quote clarksdale	HM	
Qty. Quoted	Qty. Shipped	Item Number	Unit of Meas	Requ Date	Unit Price	Extended Price
	Back Ordered	Item Description			Disc % Tax	
50	0	OTSBZR3UBCLAMP3BK ROUND POST TO TRAFFIC SIGN UBOLT CLAMP 3"OD SLOTTED{PAIR/2}(BLACK)	EA	01/11/21	11.7800 N	589.00 ST 
1	0	Q1KFR FREIGHT (C) Base Rates cover freight to delivery locations classed Commercial and having a dock and/or forklift. If there is no dock or forklift then additional charges will apply. Please let your sales person know, so an accurate rate will be reflected. Additional Freight Accessories unique to your delivery location or requested by consignee at time of delivery will be billed to customer's account.	EA	01/11/21	580.6000 N	580.60 Q
50	0	OPOR3S1214BKP0 POST ROUND STEEL 3" OD 12' (144")/14GA(BLACK) (NO HOLES)	EA	01/11/21	73.7200 N	3686.00 ST 
1	0	Q451SKID144 SKID CHARGE/ITEM 133" - 144" LONG (11'-12')	EA	01/11/21	100.0000 N	100.00 Q
				SHIP & BACKORDER YES OR NO		
<div>           - Quotes expire 30 days from the quoted date unless otherwise noted above.            - Please refer to our catalog for terms of sale; ordering and artwork guidelines.            - The "C.A.L.T." is our estimated current average lead time based on historical information.         </div>						

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Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Salesperson	Reference No.	
CEDIN	Quoted frt	Origin	Net 30 Days	Quote clarksdale	HM		
Qty. Quoted	Qty. Shipped	Item Number	cpartno	Unit of Meas	Requ Date	Unit Price	Extended Price
	Back Ordered	Item Description				Disc %	
1	0	Q2RVALID		EA	01/11/21	0.0000	0.00
		QUOTE VALID UNTIL (02/11/2021				N	Q
1	0	Q1RCALT1		EA	01/11/21	0.0000	0.00
		ITEMS WILL SHIP WITHIN(11 WORKING DAYS)AFTER				N	Q
		RECEIPT OF ORDER(C)					
		OR ARTWORK APPROVAL					
				SHIP & BACKORDER YES OR NO			
<div>- Quotes expire 30 days from the quoted date unless otherwise noted above. - Please refer to our catalog for terms of sale, ordering and artwork guidelines. - The "C.A.L.T." is our estimated current average lead time based on historical information.</div>				Non Taxable Subtotal		13750.60	
				Taxable Subtotal		0.00	
				Tax		0.00	
				Total Order		13750.60	

- Quotes expire 30 days from the quoted date unless otherwise noted above.  
- Please refer to our catalog for terms of sale; ordering and artwork guidelines.  
- The "C.A.L.T." is our estimated current average lead time based on historical information.



February 26, 2021

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

To Whom It May Concern:

I am excited to share that the Cedar Lake Historical Association has received a grant from the Crown Point Community Foundation to purchase and install a ductless mini-split heat pump in our café dining room. It is the same style HVAC system that is currently installed in the museum conference room. The outdoor unit will be situated outside the museum in the south corner where the east and west wings of the building adjoin, approximately near the handicap entrance ramp. Two privacy fence panels will be installed to cover the unit from view as guests arrive at the museum. The disconnect box will be installed on the building beneath the smaller kitchen window.

Pursuant to section 7 of our lease, we are seeking the Town's consent. We would like to begin this project as soon as possible to meet our May 1, 2021 deadline. We also request all fees related to the building permit are waived.

Please contact our Executive Director, Julie Zasada, at 219-218-6703 or [clhamuseum@yahoo.com](mailto:clhamuseum@yahoo.com) should you have further questions about this request. Thank you.

Sincerely,



Jimmy Laud, Jr., President  
CLHA Board of Governors