
June 1, 2021

ALL TOWN FUNDS	\$285,559.42
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WASTEWATER OPERATING	\$181,344.87
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WATER UTILITY	\$58,016.31
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STORM WATER	\$23,123.81
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PAYROLL 5/27, 5/28/2021	\$226,143.02
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TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

RESOLUTION NO. 1283

A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE PURCHASE AGREEMENT (the "AGREEMENT") FOR CERTAIN TOWN VEHICLES AND EQUIPMENT, AND ALL RELATED INSTRUMENTS, AND ALL OTHER MATTERS RELATED THERETO.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, as the duly elected legislative body for the Town (hereafter "Town Council"), has determined that a need exists for the acquisition of certain vehicles and equipment for the Town and its Metropolitan Fire Department (hereafter referred to as the "Equipment"), as described and set for in Exhibit "A" attached hereto; and

WHEREAS, the Town Council has undertaken the necessary and required legal actions, including following the applicable public purchasing requirements, to undertake the acquisition of the Equipment; and

WHEREAS, The Town Council has determined it appropriate to enter into a Master Lease Purchase Agreement with TAX-EXEMPT LEASING CORP. for the purchase and acquisition of the Equipment, as said financing is at the lowest rate and best available terms therefore; and

WHEREAS, the Town Council has determined it appropriate, advisable, and in the best interests of the residents of the Town to acquire and purchase the Equipment under lease purchasing financing in the manner and process contemplated by the Agreement with TAX-EXEMPT LEASING CORP. for the same.

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

SECTION ONE: **BEST INTERESTS OF THE TOWN.** The Town Council of the Town of Cedar Lake, Lake County, Indiana, does hereby find and determine that entry into a Master Lease Purchase Agreement with TAX-EXEMPT LEASING CORP. for the acquisition of the necessary vehicles/equipment (Equipment) for the Town Fire Department is in the best interests of the Town, and is hereby authorized and approved in the form presented and as incorporated into this Resolution.

SECTION TWO: **AUTHORIZATION.** The Town Council hereby approves and authorizes entry into a MASTER EQUIPMENT LEASE PURCHASE AGREEMENT and financing transaction with TAX-EXEMPT LEASING CORP. for the specified Town Equipment, and further authorizes and directs the President of the Town Council and Town Clerk-Treasurer to execute and attest, respectively, such MASTER EQUIPMENT LEASE PURCHASE AGREEMENT, as well as to deliver any required financing instructions and documents, including the Agreement, with any amendments, insertions, and omissions therein as may be approved by the authorized Town Officers who execute said Agreement, with such approval to be conclusively evidenced by such execution and delivery of the same. The Town Clerk-Treasurer is hereby authorized and directed to affix the Official Seal of the Town to the MASTER EQUIPMENT LEASE PURCHASE AGREEMENT and accompanying documents, and attest the same.

SECTION THREE: EXECUTION OF DOCUMENTS. The Town Council President and Town Clerk-Treasurer, and each of them, are hereby authorized and directed to execute and deliver any and all papers, instrument, opinions, certificates, affidavits, and other documents, and to do or cause to be done any and all other acts and things necessary or proper for carrying out this Resolution and the lease purchase financing authorized and approved hereby.

SECTION FOUR: EFFECTIVE DATE. This Resolution shall take effect, and be in full force and effect, immediately upon its passage and approval. It is hereby certified that the Resolution herein has not been repealed or amended, and remains in full force and effect, as presented and approved at the Public Meeting of the Town Council of the Town of Cedar Lake, Lake County, Indiana, on the date set forth hereinafter.

ALL OF WHICH IS PASSED AND RESOLVED THIS 1ST DAY OF JUNE, 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, Town Council President

Richard Sharpe, Town Council Vice-President

Robert H. Carnahan, Town Council Member

John C. Foreman, Town Council Member

Colleen Schieben, Town Council Member

Ralph Miller, Town Council Member

Julie A. Rivera, Town Council Member

ATTEST:

Jennifer N. Sandberg, IAMC
Clerk-Treasurer

RESOLUTION NO. 1283

Exhibit "A"

One (1) 202_ Osage Super Warrior Ambulance on a Ford F550 4X4 Chassis with Equipment

Vin No. 1FDUF5HT2MEC74784

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1387

AN ORDINANCE RECLASSIFYING CERTAIN LANDS IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, FOR ZONING PURPOSES, AND AMENDING 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 Town Council of the Town of Cedar Lake, Lake County, Indiana, did, on the 13th day of December, 1989, pass a Zoning Ordinance designated as Town Ordinance No. 496; and

WHEREAS, the Plan Commission of the Town of Cedar Lake, Lake County, Indiana, has been petitioned by the Owners of certain real property located in the Town of Cedar Lake, Lake County, Indiana, to reclassify said real property for zoning purposes from Title IX, R-2, and Title X, RM, Zoning Districts to Title XI-Planned United Development (P.U.D.) Zoning District Classification; and

WHEREAS, the Plan Commission of the Town of Cedar Lake, Lake County, Indiana, did, on the 17th day of March, 2021, pursuant to published notice as required by applicable law, hold a Public Hearing on the advisability and necessity of rezoning said property; and

WHEREAS, the Plan Commission of the Town of Cedar Lake, Lake County, Indiana, on April __, 2021, has favorably recommended that Town Zoning Ordinance No. 496 be amended and modified in order that the use of the real property hereinafter described be reclassified for zoning purposes from Title IX, R-2, and Title X, RM, Zoning Districts, to Title XI-Planned United Development (P.U.D.) Zoning District Classification.

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

SECTION ONE: That Town Zoning Ordinance No. 496, all amendments to Zoning Ordinance No. 496 passed subsequent thereto, and the Town of Cedar Lake Zoning Map, are all amended by changing, or amending the zoning district classification of the following-described parcel of real property:

A PARCEL OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY RIGHT OF WAY OF THE MONON RAILROAD IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, SAID PARCEL ALSO BEING PART OF LAND DESCRIBED TO DOUGLAS AND KELLY WYNKOOP RECORDED IN DOCUMENT NUMBER 2006 051326 ON JUNE 15, 2006 IN THE OFFICE OF THE RECORDER OF SAID COUNTY, SAID PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 27, THENCE SOUTH 89 DEGREES 44 MINUTES 52 SECONDS EAST (BASIS OF BEARINGS IS PER SURVEY PREPARED BY DVG TEAM, INC., RECORDED AS DOCUMENT NO. 2018 078343 ON NOVEMBER 18, 2018 IN SURVEY BOOK 32, PAGE 66 IN SAID RECORDER'S OFFICE), 1127.76 FEET ALONG THE SOUTH LINE OF SAID SECTION 27 TO THE EASTERLY RIGHT OF WAY OF SAID MONON RAILROAD; THENCE CONTINUING SOUTH 89 DEGREES 44 MINUTES 52 SECONDS EAST, 736.71 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF SAID WYNKOOP LAND, THENCE CONTINUING SOUTH 89 DEGREES 44 MINUTES 52 SECONDS EAST, 126.15 FEET ALONG SAID SOUTH TO A LINE 135 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID WYNKOOP LAND AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTH, EAST, NORTH AND WESTERLY LINES OF SAID WYNKOOP LAND THE FOLLOWING FOUR COURSES AND DISTANCES:

1. SOUTH 89 DEGREES 44 MINUTES 52 SECONDS EAST, 135.00 FEET;
2. NORTH 00 DEGREES 22 MINUTES 12 SECONDS EAST, 421.64 FEET;
3. NORTH 89 DEGREES 44 MINUTES 52 SECONDS WEST, 150.00 FEET;
4. SOUTH 00 DEGREES 22 MINUTES 12 SECONDS WEST, 100 FEET TO A NORTHERLY LINE OF SAID WYNKOOP LAND; THENCE SOUTH 89 DEGREES 44 MINUTES 52 SECONDS EAST 15.00 FEET TO SAID 135 FOOT PARALLEL LINE; THENCE SOUTH 00 DEGREES 22 MINUTES 12 SECONDS WEST 321.64 FEET ALONG SAID 135 FOOT PARALLEL LINE TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 1.34 ACRES MORE OR LESS.

COMMONLY KNOWN AS: 9010 WEST 141ST AVE., CEDAR LAKE, IN 46303
PARCEL NO.: 45-15-27-376-002.000-014

AND

PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 191.90 FEET WEST AND 321.30 NORTH OF THE SOUTHEAST CORNER OF THE ABOVE SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND RUNNING THENCE NORTH 100 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE ABOVE SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER 271.20 FEET; THENCE SOUTH 100 FEET; THENCE EAST 271.20 FEET TO THE PLACE OF BEGINNING.

ALSO, THE WEST PART OF LOT NUMBER FOUR (4) IN SECTION 27, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, SAID PART OF LOT FOUR (4) IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION WHICH IS NORTH 89 DEGREES 45 MINUTES WEST 363.3 FEET FROM THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION AND RUNNING THENCE NORTH 00 DEGREES 15 MINUTES EAST 321.3 FEET, THENCE NORTH 89 DEGREES 45 MINUTES WEST 100 FEET, THENCE SOUTH 00 DEGREES 15 MINUTES WEST 321.3 FEET TO THE SOUTH LINE OF SAID SECTION, THENCE SOUTH 89 DEGREES 45 MINUTES EAST ON SAID SOUTH LINE OF SAID SECTION 100 FEET TO THE PLACE OF BEGINNING.

ALSO, PART OF LOT FOUR IN SECTION 27, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION WHICH IS NORTH 89 DEGREES 45 MINUTES WEST 327.5 FEET FROM THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION AND RUNNING NORTH 00 DEGREES 15 MINUTES EAST 321.3 FEET, THENCE NORTH 89 DEGREES 45 MINUTES WEST 35.8 FEET, THENCE SOUTH 00 DEGREES 15 MINUTES WEST 321.3 FEET TO THE SOUTH LINE OF SAID SECTION, THENCE SOUTH 89 DEGREES 45 MINUTES EAST ON THE SOUTH LINE OF SAID SECTION 35.8 FEET TO THE PLACE OF BEGINNING.

ALSO, A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A POINT 282.5 FEET WEST OF SAID SOUTHEAST CORNER OF THE ABOVE SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND RUNNING, THENCE NORTH 321.3 FEET, THENCE WEST 45 FEET, THENCE SOUTH 321.3 FEET TO THE SOUTH LINE OF SAID SECTION, THENCE EAST 45 FEET TO THE PLACE OF BEGINNING.

ALSO, PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A POINT 463.1 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND RUNNING THENCE NORTH 421.3 FEET; THENCE WEST 10 FEET, THENCE SOUTH 421.3 FEET TO THE SOUTH LINE OF THE ABOVE SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE EAST 10 FEET TO THE PLACE OF BEGINNING.

COMMONLY KNOWN AS: 8920 W. 141ST AVE., CEDAR LAKE, IN 46303
PARCEL NO.: 45-15-27-376-004.000-014

all lying within the Municipal Corporate limits of the Town of Cedar Lake, Lake County, Indiana, from Title IX, R-2, and Title X, RM, Zoning Districts, to Title XI-Planned Unit Development (P.U.D.) Zoning District Classification, which approval incorporates the First Amendment to the Planned Unit Development Contract for Beacon Pointe East of Cedar Lake executed by the Developer and the Town of Cedar Lake, a copy of which is attached hereto, made a part hereof and marked Exhibit "A".

That hereafter, upon approval and adoption by the Town Council of the Town of Cedar Lake, Lake County, Indiana, the Zoning District Classification of the subject parcel shall be identified as Title XI - Planned Unit Development (P.U.D.), Zoning District. This designation shall be inserted onto the Town Zoning Map, as well as any parcel identification for the subject parcel of real estate described herein which is subject of the Zone Map Amendatory Ordinance adoption herein.

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

SECTION FOUR: That this Ordinance shall take effect, and be in full force and effect, from and after its passage and adoption by the Town Council of the Town of Cedar Lake, and

compliance with all conditions of approval and adoption by the Owners and Petitioner. The execution and attestation hereof is to be withheld pending all conditions of approval being fulfilled and completed in final form and content.

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, Town Council President

John C. Foreman, Town Council Member

Richard Sharpe, Town Council Vice-President

Ralph Miller, Town Council Member

Robert H. Carnahan, Town Council Member

Colleen Schieben, Town Council Member

Julie A. Rivera, Town Council Member

ATTEST:

Jennifer N. Sandberg, IAMC

**PLANNED UNIT DEVELOPMENT CONTRACT FOR
THE EXPANSION OF THE PROPOSED PHASE 3
BEACON POINTE EAST OF CEDAR LAKE**

THIS PLANNED UNIT DEVELOPMENT CONTRACT FOR THE EXPANSION OF THE PROPOSED PHASE 3 BEACON POINTE EAST OF CEDAR LAKE (this "Contract"), is made and entered into as of the _____ day of _____, 2021 ("Effective Date"), by the **Town of Cedar Lake, Lake County, Indiana**, a Municipal Corporation ("Town"), and **Beacon Pointe of Cedar Lake LLC**, a Limited Liability Company ("Developer"), duly organized and existing under the laws of the State of Indiana.

WITNESSETH:

WHEREAS, Developer is owner of the following described real estate located in Cedar Lake, Indiana (the "Real Estate"):

See legal description attached hereto and made a part hereof as Exhibit "1"

Commonly known as 9010 West 141st Ave., Cedar Lake, IN 46303
Parcel No. 45-15-27-376-002.000-014

and

Commonly known as 8920 W. 141st Ave., Cedar Lake, IN 46303
Parcel No. 45-15-27-376-004.000-014; and

WHEREAS, Developer has submitted a formal proposal for the expansion of the Beacon Pointe East Planned Unit Development Zoning District to be located on the Real Estate, which includes: (a) the Preliminary Plat of Beacon Pointe East of Cedar Lake approved by the Plan Commission on April ____, 2021 (the "Preliminary Plat"), a copy of which is attached hereto, and made a part hereof as Exhibit "2"; (b) Beacon Pointe East of Cedar Lake Planned Unit Development (PUD) Guidelines (the "PUD Guidelines"), a copy of which is attached hereto and made a part hereof as Exhibit "3"; and (c) Declaration of Covenants, Conditions, Restrictions & Easements for Beacon Pointe East of Cedar Lake (the "Declaration of Covenants"), the final version of which shall not be inconsistent with the Ordinance, which proposed Declaration of Covenants is attached hereto and made a part hereof as Exhibit "4" (the Preliminary Plat, PUD Guidelines, Ordinance and Declaration of Covenants are collectively known as the "Beacon Pointe East PUD"); and

WHEREAS, a public hearing was held as required by applicable law on March 17, 2021, and whereby the Town of Cedar Lake Plan Commission, on April 7, 2021, recommended the rezoning of the real property from Title IX, R-2 and Title X, RM Zoning Districts to Title XI- Planned Unit Development (P.U.D.) Zoning District Classification.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Council"), concurred in the favorable recommendation certified by the Plan

Commission of the Zone Map Amendatory Ordinance and Beacon Pointe East PUD at the Town Council meeting on _____, 2021, subject to the Town and Developer entering into this Contract as required in Section 11 of Title XI (Planned Unit Development (P.U.D.) Zoning District; and

WHEREAS, Developer is willing and able to enter into this Contract as required in Section 11 of Title XI of Town Zoning Ordinance No. 496, as amended from time to time.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals Part of Contract. The representations, covenants, recitations and Exhibits set forth in the Recitals are material to this Contract and are incorporated into and made a part of this Contract as though they were fully set forth in this Contract.

2. Agreement to Complete in Accordance with PUD. In accordance with Section 11 of Article XI, Developer agrees with the Town that any development which Developer completes on the Real Estate shall be in accordance with the terms and conditions of the First Amendment to the Beacon Pointe East PUD provided, however, that Developer shall be allowed to make modifications to the Declaration of Covenants before finally recording, so long as such modifications are not inconsistent with the terms and conditions of the Preliminary Plat and the PUD Guidelines.

3. Breach. Before any failure of any party of this Contract to perform its obligations under this Contract shall be deemed to be a breach of this Contract, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Contract may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice. If after said notice, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity, including the remedy of specific performance.

4. Amendment. This Contract may be amended only by the mutual consent of the parties and execution of said amendment by the Parties, in conformance with the Town Zoning Ordinance and all applicable laws.

5. No Other Agreement. Except as otherwise expressly provided herein, this Contract supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

6. Severability. If any provision, covenant, agreement or portion of this Contract or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Contract and, to that end, any provisions, covenants, agreements or portions of this Contract are declared to be severable.

7. Indiana Law. This Contract shall be construed in accordance with the applicable laws of the State of Indiana, without consideration of its choice of law provisions.

8. Notices. All notices and requests required pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:

Town:

Town of Cedar Lake
7408 Constitution Avenue
Cedar Lake, IN 46303
Attention: Building Administrator
And Town Administrator

With a copy to:

Austgen Kuiper Jasaitis P.C.
130 N. Main Street
Crown Point, IN 46307
Attention: David M. Austgen

Developer:

Beacon Pointe of Cedar Lake LLC
8900 Wicker Ave.
St. John, IN 46373
Attention: Jack Slager

With a copy to:

Anderson & Anderson, P.C.
9211 Broadway
Merrillville, IN 46410
Attn: Richard E. Anderson

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

9. Counterparts. This Contract may be signed in one (1) or more counterparts, and all such counterparts shall form but one (1) integrated agreement. The Parties agree that electronically or digitally transmitted signatures constitute original signatures and are binding on the Parties.

10. Consent or Approval. Except as otherwise provided herein, whenever consent or approval of any Party is required, such consent or approval shall not be unreasonably withheld.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Contract pursuant to all requisite authorizations as of the date first above written.

(“TOWN”) TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, TOWN COUNCIL:

Randell C. Niemeyer, Town Council President

Richard Sharpe, Town Council Vice-President

Robert H. Carnahan, Town Council Member

John C. Foreman, Town Council Member

Ralph Miller, Town Council Member

Colleen Schieben, Town Council Member

Julie A. Rivera, Town Council Member

ATTEST:

Jennifer N. Sandberg, IAMC

(“DEVELOPER”) BEACON POINTE OF CEDAR LAKE LLC

_____, Member

Attest:

_____, Title

Exhibit 1
Legal Description of the Real Estate

A PARCEL OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY RIGHT OF WAY OF THE MONON RAILROAD IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, SAID PARCEL ALSO BEING PART OF LAND DESCRIBED TO DOUGLAS AND KELLY WYNKOOP RECORDED IN DOCUMENT NUMBER 2006 051326 ON JUNE 15, 2006 IN THE OFFICE OF THE RECORDER OF SAID COUNTY, SAID PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 27, THENCE SOUTH 89 DEGREES 44 MINUTES 52 SECONDS EAST (BASIS OF BEARINGS IS PER SURVEY PREPARED BY DVG TEAM, INC., RECORDED AS DOCUMENT NO. 2018 078343 ON NOVEMBER 18, 2018 IN SURVEY BOOK 32, PAGE 66 IN SAID RECORDER'S OFFICE), 1127.76 FEET ALONG THE SOUTH LINE OF SAID SECTION 27 TO THE EASTERLY RIGHT OF WAY OF SAID MONON RAILROAD; THENCE CONTINUING SOUTH 89 DEGREES 44 MINUTES 52 SECONDS EAST, 736.71 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF SAID WYNKOOP LAND, THENCE CONTINUING SOUTH 89 DEGREES 44 MINUTES 52 SECONDS EAST, 126.15 FEET ALONG SAID SOUTH TO A LINE 135 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID WYNKOOP LAND AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTH, EAST, NORTH AND WESTERLY LINES OF SAID WYNKOOP LAND THE FOLLOWING FOUR COURSES AND DISTANCES:

1. SOUTH 89 DEGREES 44 MINUTES 52 SECONDS EAST, 135.00 FEET;
2. NORTH 00 DEGREES 22 MINUTES 12 SECONDS EAST, 421.64 FEET;
3. NORTH 89 DEGREES 44 MINUTES 52 SECONDS WEST, 150.00 FEET;
4. SOUTH 00 DEGREES 22 MINUTES 12 SECONDS WEST, 100 FEET TO A NORTHERLY LINE OF SAID WYNKOOP LAND; THENCE SOUTH 89 DEGREES 44 MINUTES 52 SECONDS EAST 15.00 FEET TO SAID 135 FOOT PARALLEL LINE; THENCE SOUTH 00 DEGREES 22 MINUTES 12 SECONDS WEST 321.64 FEET ALONG SAID 135 FOOT PARALLEL LINE TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 1.34 ACRES MORE OR LESS.

COMMONLY KNOWN AS: 9010 WEST 141ST AVE., CEDAR LAKE, IN 46303
PARCEL NO.: 45-15-27-376-002.000-014

AND

PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 191.90 FEET WEST AND 321.30 NORTH OF THE SOUTHEAST CORNER OF THE ABOVE SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND RUNNING THENCE NORTH 100 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE ABOVE SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER 271.20 FEET; THENCE SOUTH 100 FEET; THENCE EAST 271.20 FEET TO THE PLACE OF BEGINNING.

ALSO, THE WEST PART OF LOT NUMBER FOUR (4) IN SECTION 27, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, SAID PART OF LOT FOUR (4) IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION WHICH IS NORTH 89 DEGREES 45 MINUTES WEST 363.3 FEET FROM THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION AND RUNNING THENCE NORTH 00 DEGREES 15 MINUTES EAST 321.3 FEET, THENCE NORTH 89 DEGREES 45 MINUTES WEST 100 FEET, THENCE SOUTH 00 DEGREES 15 MINUTES WEST 321.3 FEET TO THE SOUTH LINE OF SAID SECTION, THENCE SOUTH 89 DEGREES 45 MINUTES EAST ON SAID SOUTH LINE OF SAID SECTION 100 FEET TO THE PLACE OF BEGINNING.

ALSO, PART OF LOT FOUR IN SECTION 27, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS:

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ALSO, A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A POINT 282.5 FEET WEST OF SAID SOUTHEAST CORNER OF THE ABOVE SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND RUNNING, THENCE NORTH 321.3 FEET, THENCE WEST 45 FEET, THENCE SOUTH 321.3 FEET TO THE SOUTH LINE OF SAID SECTION, THENCE EAST 45 FEET TO THE PLACE OF BEGINNING.

ALSO, PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A POINT 463.1 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND RUNNING THENCE NORTH 421.3 FEET; THENCE WEST 10 FEET, THENCE SOUTH 421.3 FEET TO THE SOUTH LINE OF THE ABOVE SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE EAST 10 FEET TO THE PLACE OF BEGINNING.

COMMONLY KNOWN AS: 8920 W. 141ST AVE., CEDAR LAKE, IN 46303
PARCEL NO.: 45-15-27-376-004.000-014

Exhibit 2
Preliminary Plat

Exhibit 3
Beacon Pointe East of Cedar Lake
Planned Unit Development (PUD) Guidelines

Exhibit 4
Declaration of Covenants, Conditions, Restrictions
& Easements for Beacon Pointe East of Cedar Lake

**FIRST AMENDMENT TO THE BEACON POINTE EAST OF
CEDAR LAKE PLANNED UNIT DEVELOPMENT (PUD) GUIDELINES
AS TO THE EXPANSION OF THE PROPOSED PHASE 3 ONLY**

I. STATEMENT OF PURPOSE & INTENT

Expansion of the proposed Phase 3 - Beacon Pointe East, located in Cedar Lake, Indiana, is a 3.39 acre parcel consisting of 13 additional Cottage Homes. Beacon Pointe East's goal is to provide attractive housing serving the resident's needs.

II. AUTHORITY/DEFINITIONS

Authority. These standards will apply to the property contained within the expansion of the proposed Phase 3 of Beacon Pointe East Planned Unit Development. The guidelines will become the governing standards for review, approval and modification of development activities occurring on the property. The Subdivision Ordinance and Zoning Ordinance, and all applicable regulations for the Town of Cedar Lake will apply where the provisions of this guide do not address a specific subject.

Definitions.

1. "HOA" - Homeowner's Association
2. "Lot Width" - Lot Width is the horizontal distance between side lot lines measured at the established front yard setback line.
3. "Planned Unit Development (PUD)" - This Planned Unit Development provides a maximum degree of flexibility to accommodate Cottage Homes as shown on the drawing attached this PUD Ordinance.
4. "Cottage Home" - Cottage Home is a single family detached dwelling.

III. GENERAL LOCATION, LAND USE, AND LEGAL DESCRIPTION

Location and Surrounding Land Uses - The proposed addition to Beacon Pointe East community is approximately 3.39 acres and is north of 141st Avenue and east of the railroad tracks. The property is presently vacant and a single family residence. The property is bounded on the west by a single family residence and Beacon Pointe East, on the south by 141st Avenue, on the north by Beacon Pointe East and on the east by residential.

Access - Access to the development will be through an entrance on 141st Avenue.

Legal Description - See legal description attached hereto as Exhibit "A".

IV. PLANNED UNIT DEVELOPMENT (PUD) GUIDELINES

The expansion of the proposed Beacon Pointe East provides ability to accommodate 13 additional Cottage Homes. The land uses identified on the Planned Unit Development (PUD) Plan allow for flexibility to respond to market conditions while maintaining the character and integrity of the development plan. Land use boundaries are conceptual and subject to alteration through approval of Final Plat for the Project Parcel. An approved Final Plat will determine the actual boundary of each parcel.

Transfer of density is permitted between phases, but in no instance will the total density of this entire residential community exceed 3.25 units per acre.

V. PLANNED UNIT DEVELOPMENT (PUD) PERMITTED USES

Cottage Homes (Identified as Lots 201-213 on Revised Preliminary Plat of Beacon Pointe East of Cedar Lake, a Planned Unit Development dated 2/1/21, prepared by DVG, Inc. and approved by the Cedar Lake Plan Commission on April ____, 2021.)

Permitted Uses:

1. Single Family Detached Dwelling
2. Open Space

Special Conditions:

1. Lot Area: 7,000 square feet minimum (56' x 125' deep)
2. Lot Width: 56' minimum
3. Lot Coverage: 40% maximum
4. Building Setbacks:
 - a. Front Yard: 25'
 - b. Side Yard: 7'
 - c. Rear Yard: 20'
5. Drainage and Utility Easements are as indicated on the Plat

Drawing:

Typical Cottage Home Lot attached as Exhibit "B"

Preliminary architectural drawing of building frontage attached as Exhibit "B-1"

Open Space (Identified as Outlots “B-1” and an expansion of “D” on Preliminary Plat of Beacon Pointe East of Cedar Lake, a Planned Unit Development dated 2/1/21, prepared by DVG, Inc. and approved by the Cedar Lake Plan Commission on April ___, 2021.)

The following standards will apply for all uses in the Open Space.

Permitted Uses:

Bicycle and walking trails, detention/retention areas, compensatory storage areas, wetlands, wetland buffers, environmental areas, landscape buffers, screening buffers, and open space on lots the primary function of which is to serve the residents and guests of the Planned Unit Development.

VI. COMMUNITY DEVELOPMENT REGULATIONS

General Development Regulations

1. The Community will be subject to a declaration of covenants and restrictions establishing procedures for architectural and landscape review and maintenance obligations of each of the Homeowner’s Associations established.
2. All of the Homeowner’s Associations (HOA) will have the obligation to maintain common area facilities, landscaping, entries, signage, trails, and detention areas. These items will not be maintained by the Town of Cedar Lake.
3. Sales offices in unsold units are permitted in each type of housing for the duration of the sale of this Community.
4. Roads and other physical attributes shown on this PUD site plan are conceptual only, and their exact placement may be modified during the construction-plan review process. Notwithstanding the preceding sentence to the contrary, any modifications to the approved site plan and engineering plan shall require Cedar Lake Plan Commission approval.
5. Separate construction entrances may be established and maintained throughout the buildout of the community with Town approval in accordance with the approved Stormwater Pollution Prevention Plan for the PUD.

VII. LIGHTING

The lighting for the expansion of Beacon Pointe East shall conform to the Lighting Ordinance of the Town of Cedar Lake, currently Ordinance No. 1264, attached to the original Ordinance as Exhibit D.

VIII. DOWNSPOUT DISCHARGE

Based on the size of the side yards in the expansion of Beacon Pointe East, the downspouts will release at grade at least five (5') feet from adjacent property boundaries.

IX. DRIVEWAYS

All driveways constructed in the expansion of Beacon Pointe East shall be made of concrete or similar material. In addition, all residential driveway approaches should be a minimum of 6 inches of concrete and 4 inches of #53 aggregate base in accordance with Town Standard Detail No. ST-15.

X. LANDSCAPING REQUIREMENTS

The following shall be the minimum landscape requirements for the expansion of Beacon Pointe East:

- Cottage Home Lots
2 Trees
5 Shrubs

No trees or shrubs shall be on the Town of Cedar Lake prohibited species list.

Detailed landscape plans shall be presented at final plat.

Areas of Outlots B-1 and the expansion of Lot D that are disturbed by construction activity and are not below a normal water level shall be permanently seeded.

Permanent seeding shall be a turf grass mix unless otherwise noted.

XI. ENFORCEABILITY

The Town of Cedar Lake shall have the right to enforce the terms and conditions of the Guidelines against the Developer or any subsequent owner of any parcel in the Beacon Pointe East PUD.

XII. LAND USE SUMMARY

The primary land use categories within the Beacon Pointe East added land:

<u>Land Use</u>	<u>Acres</u>	<u>%</u>
Cottage Homes	3.08	91%
Open Space:	0.31	9%
Totals:	3.39	100%

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY RIGHT OF WAY OF THE MONON RAILROAD IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, SAID PARCEL ALSO BEING PART OF LAND DESCRIBED TO DOUGLAS AND KELLY WYNKOOP RECORDED IN DOCUMENT NUMBER 2006 051326 ON JUNE 15, 2006 IN THE OFFICE OF THE RECORDER OF SAID COUNTY, SAID PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 27, THENCE SOUTH 89 DEGREES 44 MINUTES 52 SECONDS EAST (BASIS OF BEARINGS IS PER SURVEY PREPARED BY DVG TEAM, INC., RECORDED AS DOCUMENT NO. 2018 078343 ON NOVEMBER 18, 2018 IN SURVEY BOOK 32, PAGE 66 IN SAID RECORDER'S OFFICE), 1127.76 FEET ALONG THE SOUTH LINE OF SAID SECTION 27 TO THE EASTERLY RIGHT OF WAY OF SAID MONON RAILROAD; THENCE CONTINUING SOUTH 89 DEGREES 44 MINUTES 52 SECONDS EAST, 736.71 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF SAID WYNKOOP LAND, THENCE CONTINUING SOUTH 89 DEGREES 44 MINUTES 52 SECONDS EAST, 126.15 FEET ALONG SAID SOUTH TO A LINE 135 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID WYNKOOP LAND AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTH, EAST, NORTH AND WESTERLY LINES OF SAID WYNKOOP LAND THE FOLLOWING FOUR COURSES AND DISTANCES:

1. SOUTH 89 DEGREES 44 MINUTES 52 SECONDS EAST, 135.00 FEET;
2. NORTH 00 DEGREES 22 MINUTES 12 SECONDS EAST, 421.64 FEET;
3. NORTH 89 DEGREES 44 MINUTES 52 SECONDS WEST, 150.00 FEET;
4. SOUTH 00 DEGREES 22 MINUTES 12 SECONDS WEST, 100 FEET TO A NORTHERLY LINE OF SAID WYNKOOP LAND; THENCE SOUTH 89 DEGREES 44 MINUTES 52 SECONDS EAST 15.00 FEET TO SAID 135 FOOT PARALLEL LINE; THENCE SOUTH 00 DEGREES 22 MINUTES 12 SECONDS WEST 321.64 FEET ALONG SAID 135 FOOT PARALLEL LINE TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 1.34 ACRES MORE OR LESS.

COMMONLY KNOWN AS: 9010 WEST 141ST AVE., CEDAR LAKE, IN 46303
PARCEL NO.: 45-15-27-376-002.000-014

AND

PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 191.90 FEET WEST AND 321.30 NORTH OF THE SOUTHEAST CORNER OF THE ABOVE SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND RUNNING THENCE NORTH 100 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE ABOVE SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER 271.20 FEET; THENCE SOUTH 100 FEET; THENCE EAST 271.20 FEET TO THE PLACE OF BEGINNING.

ALSO, THE WEST PART OF LOT NUMBER FOUR (4) IN SECTION 27, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, SAID PART OF LOT FOUR (4) IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION WHICH IS NORTH 89 DEGREES 45 MINUTES WEST 363.3 FEET FROM THE SOUTHEAST CORNER OF THE

SOUTHWEST QUARTER OF SAID SECTION AND RUNNING THENCE NORTH 00 DEGREES 15 MINUTES EAST 321.3 FEET, THENCE NORTH 89 DEGREES 45 MINUTES WEST 100 FEET, THENCE SOUTH 00 DEGREES 15 MINUTES WEST 321.3 FEET TO THE SOUTH LINE OF SAID SECTION, THENCE SOUTH 89 DEGREES 45 MINUTES EAST ON SAID SOUTH LINE OF SAID SECTION 100 FEET TO THE PLACE OF BEGINNING.

ALSO, PART OF LOT FOUR IN SECTION 27, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION WHICH IS NORTH 89 DEGREES 45 MINUTES WEST 327.5 FEET FROM THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION AND RUNNING NORTH 00 DEGREES 15 MINUTES EAST 321.3 FEET, THENCE NORTH 89 DEGREES 45 MINUTES WEST 35.8 FEET, THENCE SOUTH 00 DEGREES 15 MINUTES WEST 321.3 FEET TO THE SOUTH LINE OF SAID SECTION, THENCE SOUTH 89 DEGREES 45 MINUTES EAST ON THE SOUTH LINE OF SAID SECTION 35.8 FEET TO THE PLACE OF BEGINNING.

ALSO, A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A POINT 282.5 FEET WEST OF SAID SOUTHEAST CORNER OF THE ABOVE SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND RUNNING, THENCE NORTH 321.3 FEET, THENCE WEST 45 FEET, THENCE SOUTH 321.3 FEET TO THE SOUTH LINE OF SAID SECTION, THENCE EAST 45 FEET TO THE PLACE OF BEGINNING.

ALSO, PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A POINT 463.1 FEET WEST OF THE SOUTHEAST CORNER OF THE ABOVE SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND RUNNING THENCE NORTH 421.3 FEET; THENCE WEST 10 FEET, THENCE SOUTH 421.3 FEET TO THE SOUTH LINE OF THE ABOVE SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE EAST 10 FEET TO THE PLACE OF BEGINNING.

COMMONLY KNOWN AS: 8920 W. 141ST AVE., CEDAR LAKE, IN 46303
PARCEL NO.: 45-15-27-376-004.000-014

EXHIBIT "B"

TYPICAL COTTAGE HOME LOT

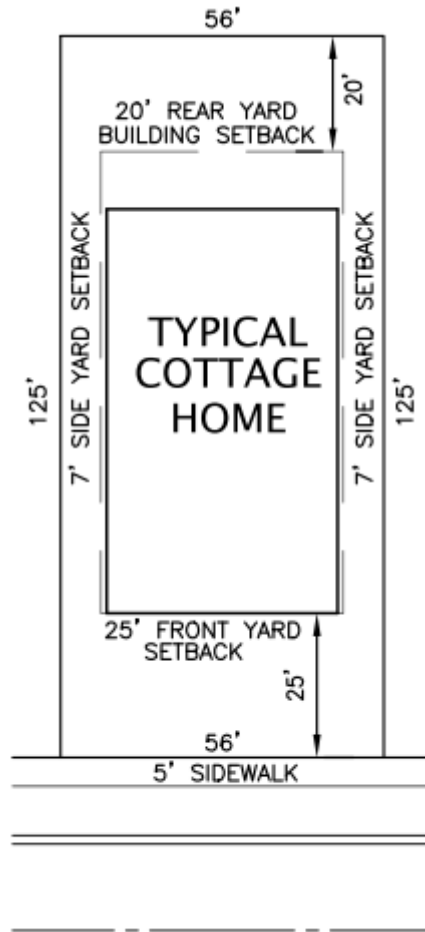


EXHIBIT “B-1”

COTTAGE HOME

PRELIMINARY ARCHITECTURAL DRAWING OF BUILDING FRONTAGE





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

May 19, 2021

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

Gentlemen:

Peoples Bank, at the request of Beacon Pointe of Cedar Lake, LLC, has provided its Irrevocable Letter of Credit No. CL7579LC ("Credit"), for Beacon West, Unit 5, which is attached hereto in the amount of Two Hundred Fifty-Nine Thousand Three Hundred Thirty and 23/100 Dollars (\$259,330.23), dated May 19, 2021 in your favor. This will certify that Paul Rodriguez, AVP, Business Banker, is authorized to provide and execute the attached Irrevocable Letter of Credit, that the signature appearing on said Letter of Credit is authentic, and that the Bank has complied with all banking laws and requirements and other laws in connection with the issuance of such Letter of Credit.

Sincerely,

Todd Scheub

Todd Scheub, EVP
Chief Banking Officer

Attachment: Letter of Credit No. CL7579LC

TS/ns



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

IRREVOCABLE LETTER OF CREDIT No. CL7579LC

Amount \$259,330.23

Expiration Date: May 19, 2023

Date: May 19, 2021

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

RE: Beacon West, Unit 5

Gentlemen:

Please be advised that Peoples Bank (Issuer) has established our Irrevocable Standby Letter of Credit No. CL7579LC in an aggregate amount of Two Hundred Fifty-Nine Thousand Three Hundred Thirty and 23/100 Dollars (\$259,330.23) Letter of Credit ("Credit") at the request and for the account of Beacon Pointe of Cedar Lake, LLC ("Applicant") in favor of the The Town of Cedar Lake, Indiana, ("Beneficiary"). For information only, we are informed that this Letter of Credit is for the purpose of insuring Applicant's proper construction and installation of the following improvements ("Improvements") in the above-entitled subdivision.

Sanitary Sewer	\$ 104,273.00
Watermain	\$ 139,923.00
Storm Sewer	\$ 159,550.00
Roadway Improvements	\$ 252,554.95
Parrish Ave Roadway Improvements	\$ 80,834.30
Detention Basin/Mass Ex	\$ 114,207.60
 Total Improvements	 \$ 851,342.85
3% inspection fee	\$ 25,540.29
Already installed/inspected	\$ 615,588.10
Remaining improvements	\$ 235,754.75
 Maximum Reduction (25%)	 \$ 212,835.71
 Letter of Credit Total Amount	 \$ 259,330.23

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



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personal banking | business banking | digital banking | wealth management

Page Two
Town of Cedar Lake
May 19, 2021

In the event the Developer defaults in its obligation to construct and install the Improvements mentioned above, and it becomes necessary for the Beneficiary to make such installation or to complete the same, Peoples Bank will pay any sight drafts up to but not exceeding in the aggregate the amount available under this credit, presented to it prior to 12:00 P.M. May 19, 2023.

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

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

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

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

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

Sincerely,

A handwritten signature in cursive script that reads "Paul Rodriguez".

Paul Rodriguez, AVP
Business Banker

PR/ns

EXHIBIT A
FORM OF DEMAND FOR PAYMENT

Date:

Letter of Credit Reference Number:
CL7579LC

Issuing Bank:

Peoples Bank
9204 Columbia Avenue
Munster, IN 46321

Applicant:

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

Beneficiary:

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

Re: Beacon West – Unit 5

Expiration Date: May 19, 2023

This Demand for Payment is presented by Town of Cedar Lake, the Beneficiary, under the Credit with reference number CL7579LC (the "**Credit**"), for the amount of \$ _____, which constitutes a full/partial payment of the funds available to the Beneficiary under the Credit.

Under this Demand for Payment, the Beneficiary states that:

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

OR

Under this Demand for Payment, the Beneficiary states that:

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

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

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

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

NAME OF BENEFICIARY'S ACCOUNT

NUMBER OF BENEFICIARY'S ACCOUNT.

TOWN OF CEDAR LAKE

By _____

Name: _____

Title: _____

Irrevocable Letter of Credit No. CL7579LC

Subdivision/Entity: Beacon Pointe of Cedar Lake, LLC
Beacon West, Unit 5

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

TOWN COUNCIL
TOWN OF CEDAR LAKE, INDIANA

By: _____
Randell C Niemeyer
Town Council President

ATTEST:

Jennifer Sandberg, IAMC
Clerk-Treasurer



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

May 21, 2021

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

Gentlemen:

Peoples Bank, at the request of our applicant Robert R. Henn and Richard Henn, has provided its Irrevocable Standby Letter of Credit No. CL7580LC, which is attached hereto in the amount of Nine Thousand Five Hundred Forty-Eight and 00/100 Dollars (\$9,548.00) dated May 21, 2021 in your favor. This will certify that Greg Bracco, SVP, Business Banking Manager, is authorized to provide and execute the attached Irrevocable Standby Letter of Credit, that the signature appearing on said Letter of Credit is authentic, and that the Bank has complied with all banking laws and requirements and other laws in connection with the issuance of such Letter of Credit.

Sincerely,

Todd Scheub, EVP
Chief Banking Officer

Attachment: Letter of Credit No. CL7580LC

TS/ns



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personal banking | business banking | digital banking | wealth management



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

Irrevocable Standby Letter of Credit

Date of Issuance: May 21, 2021

Reference Number: CL7580LC

Applicant:

Robert R. Henn and Richard Henn
13733 Wicker Avenue
Cedar Lake, IN 46303

Beneficiary:

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

Ladies and Gentlemen:

We hereby issue this irrevocable Credit, with reference number CL7580LC ("**Credit**"), in favor of Town of Cedar Lake ("**Beneficiary**"), at the request and for the account of Robert R. Henn and Richard Henn ("**Applicant**"), in the maximum aggregate amount of \$9,548.00.

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

The expiration date of this Credit is May 21, 2022.

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



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

Any amendments to this Credit must be in writing and signed by the Beneficiary, the Applicant, and us.

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

Very truly yours,

PEOPLES BANK

By



Greg Bracco, SVP
Business Banking Manager

EXHIBIT A

FORM OF DEMAND FOR PAYMENT

Date: [DATE OF DRAWING]

Letter of Credit Reference Number:
CL7580LC

Issuing Bank:

Peoples Bank
9204 Columbia Avenue
Munster, IN 46321

Applicant:

Robert R. Henn and Richard Henn
13733 Wicker Avenue
Cedar Lake, IN 46303

Beneficiary:

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

This Demand for Payment is presented by Town of Cedar Lake, the Beneficiary under the Credit with reference number CL7580LC (the "**Credit**"), for the amount of \$ _____, which constitutes a full/partial payment of the funds available to the Beneficiary under the Credit.

Under this Demand for Payment, the Beneficiary states that:

- The Applicant is obligated to pay the Beneficiary the amount demanded, pursuant to or in connection with the agreement between the Beneficiary and the Applicant, dated May 21, 2021 ("**Agreement**").
- The amount demanded is due and unpaid under the Agreement.
- The Applicant has defaulted on the obligation to pay the Beneficiary the amount demanded.
- The Beneficiary states that the proceeds from this Demand for Payment will be used to satisfy the above-identified obligations.

OR

Under this Demand for Payment, the Beneficiary states that:

- The Credit will expire in less than _____] days from the date of this Demand for Payment.
- The Issuing Bank has declined to extend the expiration date of the Credit and has given proper notice of such non-extension.
- The funds demanded will act as collateral for the unmatured/contingent obligations of the Applicant pursuant to or in connection with the agreement between the Beneficiary and the Applicant, dated May 21, 2021 ("**Agreement**").
- The funds demanded will be used to satisfy the obligations that will become current before the expiration of the Credit.
- The funds demanded will be used to obtain further financing to secure the obligations of the Applicant that will become due after the expiration of the Credit.

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

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

[NAME OF BENEFICIARY'S ACCOUNT]

[NUMBER OF BENEFICIARY'S ACCOUNT].

Town of Cedar Lake

By _____

Name: _____

Title: _____

Irrevocable Letter of Credit No. CL7580LC

Subdivision/Entity: Robert R. Henn and Richard Henn
RE: 13212 Wicker Avenue

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

TOWN COUNCIL
TOWN OF CEDAR LAKE, INDIANA

By: _____
Randell C. Niemeyer
Town Council President

ATTEST:

Jennifer Sandberg, IAMC
Clerk-Treasurer



000090109490-01226147005242021

IRREVOCABLE LETTER OF CREDIT

Borrower: HANOVER COMMUNITY SCHOOL CORPORATION
9520 W 133RD AVE
CEDAR LAKE, IN 46303-8523

Lender: CENTIER BANK
Business Banking Highland
600 E 84th Avenue
Merrillville, IN 46410

Beneficiary: TOWN OF CEDAR LAKE
7408 CONSTITUTION AVE
CEDAR LAKE, IN 46303

NO.: 01226

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 05-24-2022 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Three Hundred Seventy-three Thousand Five Hundred Fifty-seven & 25/100 Dollars (\$373,557.25) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:
DRAWINGS: Beneficiary shall be limited to a number of 3 (three) drawings on this Letter of Credit.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER CENTIER BANK IRREVOCABLE LETTER OF CREDIT NO. 01226 DATED 05-24-2021," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Indiana without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Indiana.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

IRREVOCABLE LETTER OF CREDIT
(Continued)

Loan No: 90109490-01226

Page 2

Dated: May 24, 2021

LENDER:

CENTIER BANK

By:


Lupita Pacheco Lopez, Business Banking Officer

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures
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Irrevocable Letter of Credit No. 01226

Subdivision/Entity: Hanover Community School Corporation
Hanover Upper Elementary School/Hanover Middle School Campus

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

TOWN COUNCIL
TOWN OF CEDAR LAKE, INDIANA

By: _____
Randell C. Niemeyer
Town Council President

ATTEST:

Jennifer Sandberg, IAMC
Clerk-Treasurer

HANOVER COMMUNITY SCHOOL CORPORATION
MIDDLE SCHOOL CAMPUS
PLANNED UNIT DEVELOPMENT PROJECT AGREEMENT

THIS HANOVER COMMUNITY SCHOOL CORPORATION MIDDLE SCHOOL CAMPUS PLANNED UNIT DEVELOPMENT PROJECT CONTRACT (the "Agreement") is made and entered into this ____ day of June, 2021 (the "Effective Date"), by and between the TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, an Indiana Municipal Corporation (hereafter the "Town"), and HANOVER COMMUNITY SCHOOL CORPORATION, an Indiana Municipal School Corporation (hereafter the "Owner" or the "Developer") (the Town and the Developer may be referred to hereafter individually as a "Party", or collectively, as the "Parties").

RECITALS

WHEREAS, Developer has a Middle School - Hanover Middle School - located at 10631 W. 141st Avenue, Hanover Township, Cedar Lake, Indiana (the "Existing Middle School"). The Existing Middle School was constructed in 2010 as part of a one (1) lot subdivision platted development. The Existing Middle School 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. The Existing Middle School exists on 85.58 acres (zoned B-2 Community Business), accessed from West 141st Avenue approximately 0.40 miles east of the intersection of US 41 (Wicker Avenue) and West 141st Avenue; and

WHEREAS, Developer has purchased an additional 21.26 acres (zoned Agricultural) contiguous with the 85.58 acres, totaling 106.84 acres (with this total acreage being referred to hereafter as the "Subject Property"). The additional 21.26 acres has been officially annexed into the Town of Cedar Lake as of November, 2020. The Subject Property is being proposed by the Developer for expansion of the Existing Middle School along with the construction of a new Elementary School, Bus Service Area, Bus Barn and Administration Building (collectively referred to hereafter as the "Development"). The existing roadway from 141st Avenue to the Existing Middle School will be widened in some areas and extended to intersect with US 41 (Wicker Avenue) providing an additional entrance and exit from the Development. The permitting process for the connection is in the process of being approved by The Indiana Department of Transportation; and

WHEREAS, it is the purpose of this Agreement to clearly set forth the understanding and agreement of the Parties concerning the matters contained herein and to guarantee completion according to the items herein; and

WHEREAS, the Developer has applied to the Town for approval to develop the Subject Property into a one (1) lot subdivision planned unit development, and the Town has approved its Town Zone/Map Amendatory Ordinance No. 1377, rezoning the Subject Property from Agricultural / B-2 Community Business Zoning District Classifications to Planned Unit Development (PUD) Zoning District Classification contingent expressly upon the terms and conditions of this Agreement, and conditions of subdivision plat approval.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, another good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The Parties hereby incorporate the above recitals as part of this Agreement as though fully set forth herein.

2. **The Planned Unit Development.** The Development shall be consistent with the Developer's Planned Unit Development Zoning District Development Plan submitted on December 8, 2020, as revised on January 20, 2021 (the "PUD Plan"), a copy of which is attached hereto and incorporated herein as **Exhibit A**, as well as the Planned Unit Development Civil Drawings prepared by Torrenge Engineering, Inc. originally dated December 8, 2020, as revised, with the latest revision being dated January 20, 2021 (the "Civil Drawings"), a copy of which is attached hereto and incorporated herein as **Exhibit B**. The PUD Plan, Civil Drawings, and this Agreement shall collectively be referred to hereafter as the "Development Documents".

3. **Development and Use of the Subject Property.** Developer shall develop the Subject Property according to performance standards set forth in these Development Documents, subdivision plat approval, as well as all other existing Town Ordinances and development requirements. The use of the Subject Property will primarily be for School uses as shown in the Development Documents. Where a land use or development standard listed within the Development Documents differs from the Town's Ordinances and requirements, the use or development standards set forth in the Development Documents shall prevail. The uses and development standards referenced for in this Development are set forth in the Development Documents.

4. **Miscellaneous.**

- a. This Agreement is entered into by the Town and Developer as required by Section 11 of Title XI of the Town Zoning Ordinance, as well as the Town Subdivision Control Ordinance, and all other Ordinances of the Town for development improvement requirements, as all are amended from time to time.
- b. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns.
- c. Any party entering into this Agreement represents and warrants that all authorization and entity authority has been provided to that Party, and that all corporate actions have been taken and done to perform as contemplated by this Agreement. Furthermore, the Parties hereto represent and warrant that any and all signatures appearing in this document are authorized on behalf of same.
- d. It is expressly acknowledged and stated that this Agreement is entered into by the Town after action at a public meeting of the Town Council of the Town on the 16th day of February, 2021, wherein by a vote of 7 in favor, and 0 against, the President of the Town

Council and Town Clerk-Treasurer, respectively, were directed to execute and attest the same, and deliver this agreement.

IN WITNESS WHEREOF, the Town and the Developer have properly entered into and executed this Agreement as of the Effective Date.

TOWN:

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

By: _____

Randell C. Niemeyer

Its: Town Council President

ATTEST:

By: _____

Jennifer N. Sandberg, IAMC

Its: Town Clerk-Treasurer

DEVELOPER:

Hanover Community School Corporation
Board of School Trustees

By: 

Its: President

ATTEST:

By: 

Its: See.

Exhibit A

Planned Unit Development Zoning District Development Plan

Exhibit B

Civil Drawings

Date of Issuance: **May 28, 2021**

Effective Date:

Owner: **Town of Cedar Lake**

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

Contractor: **Milestone Contractors North, Inc.**

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

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

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

Project: **Lynnsway ADA Improvements**

Contract Name: N/A

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

Description: Changes in contract quantities are due to final field measured quantities as well as an increase in quantities to repair an additional intersection corner and curb as directed by Town staff. Final quantities have been adjusted to balance out the project to establish a final contract value.

Attachments: 001 Table with summary of adjusted items

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 77,893.00	Original Contract Times: Substantial Completion: N/A Ready for Final Payment: N/A days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ No Previous Change Orders	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: N/A Ready for Final Payment: N/A days
Contract Price prior to this Change Order: \$ No Previous Change Orders	Contract Times prior to this Change Order: Substantial Completion: N/A Ready for Final Payment: N/A days or dates
[Increase] [Decrease] of this Change Order: \$ 2,088.30	[Increase] [Decrease] of this Change Order: Substantial Completion: N/A Ready for Final Payment: N/A days or dates
Contract Price incorporating this Change Order: \$ 79,981.30	Contract Times with all approved Change Orders: Substantial Completion: N/A Ready for Final Payment: N/A days or dates

RECOMMENDED:
By: *[Signature]*

Engineer (if required)

Title: Town Engineer

Date: 05/28/2021

ACCEPTED:

By: _____
Owner (Authorized Signature)

Title

Date _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Title Project Manager

Date 5/28/2021

Approved by Funding Agency (if applicable)

Bv: N/A

Date:

Title: N/A

**Town of Cedar Lake, Indiana
Lynnsway ADA Improvements**

Contractor: Milestone Constructors North, Inc.

(CBBEL Project No. 060015.00005)

Change Order No. 1

Date: May 28, 2021

Summary of Adjusted Items

Item No.	Item Description	Unit	Unit Price	Original Plan Quantity	Authorization Quantity	Revised Plan Quantity	Authorization Amount	Revised Contract Amount
2	Curb and Gutter, Removal	LFT	\$ 12.00	294.00	33.00	327.00	\$ 396.00	\$ 3,924.00
3	Concrete Sidewalk, Removal	SYS	\$ 10.00	262.00	26.60	288.60	\$ 266.00	\$ 2,886.00
4	Curb and Gutter, Concrete, Roll Curb	LFT	\$ 45.00	294.00	33.00	327.00	\$ 1,485.00	\$ 14,715.00
5	Sidewalk, Concrete, 4-IN	SYS	\$ 65.00	171.00	3.30	174.30	\$ 214.50	\$ 11,329.50
6	Curb Ramp, Concrete, 4-IN	EA	\$ 1,500.00	13.00	1.00	14.00	\$ 1,500.00	\$ 21,000.00
7	Compacted Aggregate No. 53 Base, Undistributed	TON	\$ 40.00	70.00	-10.08	59.92	\$ (403.20)	\$ 2,396.80
8	HMA, Surface, Type B (3-IN)	TON	\$ 260.00	25.00	-2.00	23.00	\$ (520.00)	\$ 5,980.00
9	Manhole Casting Adjust to Grade, Undistributed	EA	\$ 350.00	5.00	-1.00	4.00	\$ (350.00)	\$ 1,400.00
10	Sprinkler System Repair/Adjustment (Undistributed)	EA	\$ 100.00	6.00	-5.00	1.00	\$ (500.00)	\$ 100.00

TOTAL: \$ 2,088.30

Awarded Contract Value:	\$ 77,893.00
+ Previous Change Orders Value:	\$ -
= Contract Value Prior to this Change Order:	\$ 77,893.00
+ Change Order 1 Value:	\$ 2,088.30
= Current Contract Value:	\$ 79,981.30



May 28, 2021

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

Attention: Jennifer Sandberg – Clerk-Treasurer

Subject: Lynns way ADA Improvements
Pay Request No. 1, Final
(CBBEL Project No. 060015.0005)

Dear Town Council Members:

Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Pay Request # 1 in the amount of \$79,981.30 submitted by Milestone Contractors North, Inc. (Milestone) dated and received on May 27, 2021. This will be the final pay application for this project. Based on the completed, measured, and observed work to date, CBBEL recommends payment in the following amount:

Total Improvements:	This Estimate	To Date
Value of Work Completed:	\$79,981.30	\$79,981.30
Less Retainage:	\$ (0.00)	\$ (0.00)
Balance:	\$79,981.30	\$79,981.30
Less Previous Payments:	n/a	n/a
Amount Due This Payment:	\$79,981.30	\$79,981.30

Please find attached copies of the final invoice, final waiver of lien, and certified payrolls from Milestone along with the Pay Estimate Report from CBBEL. Milestone will provide the final week of certified payrolls once processed.

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

Sincerely,



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



Thomas J. Gordon
Construction Engineer

Encl.: As noted.

cc: Rick Eberly – Town Manager
Jill Murr – Planning Director
Jeff Briggs – Milestone

P:\Cedar Lake\060015 Town Engineer\00005 Town-General\2021 Lynns way ADA Ramp R&R (CDBG)\Pay Apps & Change Orders\Lynns way ADA Imp. Request #1 CBBEL Review 5-28-21.docx

TOWN OF CEDAR LAKE, IN
LYNNSWAY ADA IMPROVEMENTS

CONTRACTOR: Milestone
DATE: May 28, 2021
ESTIMATE NO. 1
PROJECT: Lynnsway ADA Imp.
PROJECT #: 060015.00005

CBBEL PAY ESTIMATE REPORT

FINAL

ITEM	DESCRIPTION	CONTRACT QUANTITY	UNIT OF MEASURE	UNIT PRICE	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY TO DATE	PERCENT COMPLETE	CONTRACT AMOUNT TO DATE
1	Mobilization / Demobilization (5%)	1	LS	\$5,000.00	1.00	\$ 5,000.00	1.00	100.0%	\$ 5,000.00
2	Curb and Gutter, Removal	294	LFT	\$12.00	327.00	\$ 3,924.00	327.00	111.2%	\$ 3,924.00
3	Concrete Sidewalk, Removal	262	SYS	\$10.00	288.60	\$ 2,886.00	288.60	110.2%	\$ 2,886.00
4	Curb and Gutter, Concrete, Roll Curb	294	LFT	\$45.00	327.00	\$ 14,715.00	327.00	111.2%	\$ 14,715.00
5	Sidewalk, Concrete, 4-IN	171	SYS	\$65.00	174.30	\$ 11,329.50	174.30	101.9%	\$ 11,329.50
6	Curb Ramp, Concrete, 4-IN	13	EA	\$1,500.00	14.00	\$ 21,000.00	14.00	107.7%	\$ 21,000.00
7	Compacted Aggregate No. 53 Base, Undistributed	70	TON	\$40.00	59.92	\$ 2,396.80	59.92	85.6%	\$ 2,396.80
8	HMA, Surface, Type B (3-IN)	25	TON	\$260.00	23.00	\$ 5,980.00	23.00	92.0%	\$ 5,980.00
9	Manhole Casting Adjust to Grade, Undistributed	5	EA	\$350.00	4.00	\$ 1,400.00	4.00	80.0%	\$ 1,400.00
10	Sprinkler System Repair/Adjustment (Undistributed)	6	EA	\$100.00	1.00	\$ 100.00	1.00	16.7%	\$ 100.00
11	Fine Grading/Restoration/Topsoil & Seeding, Mix U, Type 1	15	EA	\$750.00	15.00	\$ 11,250.00	15.00	100.0%	\$ 11,250.00
					TOTAL	\$ 79,981.30		TOTAL	\$ 79,981.30

Awarded Contract Value: \$ 77,893.00
Current Contract Value: \$ 79,981.30

ORIGINAL CONTRACT	\$ 77,893.00
TOTAL CHANGE ORDERS	\$ 2,088.30
REVISED CONTRACT	\$ 79,981.30
COMPLETED TO DATE	\$ 79,981.30
RETAINAGE	\$ -
TOTAL EARNED LESS RETAINAGE	\$ 79,981.30
LESS PREVIOUS REQUESTS	\$ -
CURRENT AMOUNT DUE	\$ 79,981.30

0.00%



Invoice #: **211720-01**
Date: **5/27/2021**
Job: Lynnsway ADA Improvements

Customer No:	11728
From:	
To:	
Payment Terms	Net 30
Contract:	211720

Customer Ref:

				Units Billed			Amounts Billed		
Cont Item	Description	Contract Amount	Contract Quantity	Quantity This Period	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date
1	Mobilization	5,000.00	1.000	1.000	1.000	LS	0.000	5,000.00	5,000.00
2	Curb and Gutter Removal	3,528.00	294.000	327.000	327.000	LF	12.000	3,924.00	3,924.00
3	Concrete Sidewalk Removal	2,620.00	262.000	288.600	288.600	SY	10.000	2,886.00	2,886.00
4	Curb and Gutter Roll	13,230.00	294.000	327.000	327.000	LF	45.000	14,715.00	14,715.00
5	Sidewalk Concrete - 4"	11,115.00	171.000	174.300	174.300	SY	65.000	11,329.50	11,329.50
6	Curb Ramp - 4"	19,500.00	13.000	14.000	14.000	EA	1,500.000	21,000.00	21,000.00
7	Compacted Aggregate #53 Undistributed	2,800.00	70.000	59.920	59.920	TON	40.000	2,396.80	2,396.80
8	HMA Surface	6,500.00	25.000	23.000	23.000	TON	260.000	5,980.00	5,980.00
9	Manhole Casting, Adjust to grade Undistributed	1,750.00	5.000	4.000	4.000	EA	350.000	1,400.00	1,400.00
10	Sprinkler System Repair Undistributed	600.00	6.000	1.000	1.000	EA	100.000	100.00	100.00
11	Fine Grading Restoration, Topsoil & Seeding	11,250.00	15.000	15.000	15.000	EA	750.000	11,250.00	11,250.00

Total Billed This Period To Date:	79,981.30	79,981.30
Less Previous Applications:	0.00	0.00
Total Due This Invoice:	79,981.30	79,981.30

WAIVER OF LIEN

☒ Final

☐ Partial

☒ Payment to follow

The undersigned, having been contracted by Town of Cedar Lake
to furnish certain materials and labor, to wit, ADA Improvements
for a project known as Lynnsway ADA Improvements located at Cedar Lake, Indiana
and owned by The Town of Cedar Lake and does hereby further state:

(PARTIAL WAIVER)

that the balance due from the Contractor is in the sum of:

Dollars (\$ _____)

- ☐ receipt for which is hereby acknowledged, or
☐ the payment of which has been promised as the sole consideration of this affidavit
and Partial Waiver of Lien is given to and for said amount, effective upon receipt
of such payment

(FINAL WAIVER)

that the balance due from the Contractor is in the sum of:

Seventy-Nine-Thousand, Nine-Hundred, Eighty-One and 30/100
Dollars (\$ 79,981.30)

- ☐ receipt for which is hereby acknowledged, or
☒ the payment of which has been promised as the sole consideration of this affidavit
and Final Waiver of Lien is given to and for said amount, effective upon receipt
of such payment

Therefore, the undersigned waives and releases unto the Owner of said premises, any and all lien or claim whatsoever on the above described property and improvements thereon on account of labor or material, or both, furnished by the undersigned thereto, and further certifies that no other party has any claims or right to lien on account of any work performed or material furnished to the undersigned for said project, and within the scope of this affidavit and waiver.

Milestone Contractors North, Inc.
Name of Company

Jamie A. Jones
Signature of Authorized Representative

Witness my hand and notarial Seal, this 27th of May, 2021.

Residing in Lake County, State of Indiana. My commission expires 04/06/2022

[Signature]
Notary Signature

Lisa A. Carpenter
Printed Notary Name



PAYROLL NO. 1 FOR WEEK ENDING 05/15/21

211720- Lynns way ADA Improvements- P

Employee	SSN	Hours per Day							Project Hrs for Week	Rate	Amounts for Project	Fringe Benefits & Other Employer Costs Description Rate Amounts	(Week Ending 5/15/21)		
		Sun 9	Mon 10	Tue 11	Wed 12	Thu 13	Fri 14	Sat 15					Weekly Totals	Gross Deductions	Net Pay
CASTELLANOS, ROLANDO - 858 9927 M/EX: S/O Race/Sex: 3/M EEO Class: Journeyman															
CONCRETE-LOCAL 406 / CMFOREMAN AREA 4REG	0.00	0.00	0.00	0.00	0.00	3.50	0.00	3.50	38.100	133.35	133.35	H & W 10.48000 36.68 PENSION 10.31000 36.09 APPR/TRAIN 0.90000 3.15 ICIAF 0.15000 0.53 BCRC 0.10000 0.35 Other 14.37 91.17	FIT 0001 358.00 FICA-SS 0003 126.86 FICA-MED 0023 29.67 IN ST TAX 1601 66.09 PORTER CO 16DO 10.23 VACATION 217.38 CONCRETE W/A 152.29 INTERNAL DUES 27.65 MARKET RECOVERY 12.13 Other	Check #: 21051521	
Project Total											133.35				
Total Hours for week for all Jobs: (Reg/OT): 40.00 / 8.50															
CASTLE JR, EDMUND P - 2129 4991 M/EX: S/O Race/Sex: 1/M EEO Class: Journeyman															
LABORERS - LOCAL 81 / LABORER SKILLED/FOI	0.00	0.00	0.00	0.00	0.00	5.00	0.00	5.00	35.200	175.99	175.99	H & W 6.75000 33.75 PENSION 11.46000 57.30 ANNUITY FUND 1.80000 9.00 APPR/TRAIN 0.45000 2.25 HRA FUND LABOF 0.05000 0.25 ICIAF 0.13000 0.65 BCRC 0.10000 0.50 Other 24.79 128.49	FIT 0001 332.00 FICA-SS 0003 127.66 FICA-MED 0023 29.85 IN ST TAX 1601 65.26 LAPORTE CO 1668 19.56 UNIFORMS 7.28 LAB-W/A 102.95 Other	Check #: 21051521	
Other Taxable											0.00				
Other Non Taxable											0.00				
Project Total											175.99				
Total Hours for week for all Jobs: (Reg/OT): 58.50 / 0.00															
CUDWORTH, JAKE L - 2487 2875 M/EX: S/O Race/Sex: 1/M EEO Class: Journeyman															
LABORERS - LOCAL 41 / LABORER Journeyman REG	0.00	0.00	0.00	8.00	0.00	0.00	0.00	8.00	31.140	249.12	249.12	H & W 7.00000 80.50 PENSION 12.78000 146.97 ANNUITY FUND 1.80000 20.70 APPR/TRAIN 0.45000 5.17 HRA FUND LABOF 0.05000 0.57 ICIAF 0.13000 1.49 BCRC 0.10000 1.15 Other 69.96 326.51	FIT 0001 165.00 FICA-SS 0003 106.19 FICA-MED 0023 24.84 IN ST TAX 1601 53.46 STARKE CO. 1648 29.29 GARNISH 85.64 LAB-W/A Other	Check #: 21051521	
LABORERS - LOCAL 41 / LABORER Journeyman OT	0.00	0.00	0.00	3.50	0.00	0.00	0.00	3.50	46.710	163.49	163.49				
Other Taxable											0.00				
Other Non Taxable											0.00				
Project Total											412.61				
Total Hours for week for all Jobs: (Reg/OT): 40.00 / 10.00															

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐

Certified Payroll Transcript

ADDRESS
1700 East Main Street, Griffith IN 46319

PROJECT OR CONTRACT NO.

21 Milestone Contractors North, Inc.

FOR WEEK ENDING

05/15/21

PROJECT AND LOCATION

211720- Lynnsyway ADA Improvements- P

PROJECT OR CONTRACT NO.

Lynnsyway ADA Improvements- P

Employee	SSN	Hours per Day					Project Sat Hrs for Week	Rate	Amounts for Project	Fringe Benefits & Other Employer Costs Description Rate Amounts	(Week Ending 5/15/21) Gross Weekly Totals	Deductions	Net Pay
		Sun	Mon	Tue	Wed	Thu							

KAZMIERZAK, DAVID W - 3167	6934	M/EX: M/O	Race/Sex: 1/M	EEO Class: Apprentice	290.40	H & W	16.40000	196.80	414.00	FTT 0001	170.00		
LOCAL 150 OPERATORS 4 CO / end Yr App 2nd hREG	0.00	0.00	8.00	0.00	0.00	0.00	12.10000	145.20	39.76	FICA-SS 0003	88.56		
LOCAL 150 OPERATORS 4 CO / end Yr App 2nd hOT	0.00	0.00	4.00	0.00	0.00	0.00	4.25000	51.00	26.05	FICA-MED 0023	82.24		
LOCAL 150 OPERATORS 4 CO / end Yr App 2nd h	0.00	0.00	0.00	0.00	0.00	0.00	1.85000	22.20	75.74	IN ST TAX 1601			
Other Taxable	0.00						0.12000	1.44		LAPORTE CO 1668			
Other Non Taxable	0.00						0.10000	1.20		OPER-VIA			
Project Total	520.20						0.55000	6.80		Other			
								68.63	2,741.87		896.35		1,945.52

Total Hours for week for all jobs: (Reg/OT): 40.00 / 16.50

MAHLKA, MARK A - 290	3437	M/EX: S/O	Race/Sex: 1/M	EEO Class: Journeyman	108.99	H & W	6.75000	23.63	253.00	FTT 0001	98.95		
LABORERS - LOCAL 81 / LABORER SKILLED	REG	0.00	0.00	0.00	3.50	PENSION	11.46000	40.11	23.14	FICA-SS 0003	51.55		
Other Taxable	0.00					ANNUITY FUND	0.45000	1.58	15.16	FICA-MED 0023			
Other Non Taxable	0.00					APPR/TRAIN	0.05000	0.18		IN ST TAX 1601			
Project Total	108.99					HRA FUND LABOF	0.13000	0.46		LAPORTE CO 1668			
						ICIAF	0.10000	0.35		GARNISH			
						BCRC		23.62		LAB-W/A			
						Other		96.23	1,595.93	Other	524.16		1,071.77

Check #: 21051521

Total Hours for week for all jobs: (Reg/OT): 40.00 / 7.50

Mariatt, Chantz S - 2522	7271	M/EX: S/O	Race/Sex: 1/M	EEO Class: Apprentice	268.64	H & W	7.00000	80.50	150.00	FTT 0001	69.88		
LABORERS - LOCAL 41 / LABORER-APPRENTICEREG	0.00	6.00	5.50	0.00	0.00	PENSION	12.78000	146.97	16.34	FICA-SS 0003	36.41		
Other Taxable	0.00					ANNUITY FUND	0.45000	5.18	16.91	FICA-MED 0023	56.35		
Other Non Taxable	0.00					APPR/TRAIN	0.05000	0.58		IN ST TAX 1601			
Project Total	268.64					HRA FUND LABOF	0.13000	1.50		LAKE COUNTY 1679			
						ICIAF	0.10000	1.15		LAB-W/A			
						BCRC		42.05		Other			
						Other		298.63	1,127.12	Other	345.89		781.23

Check #: 21051521

Total Hours for week for all jobs: (Reg/OT): 40.00 / 5.50

21051521 - Journeyman - 21051521																
Employee	SSN	Hours per Day							Project Hrs for Week	Rate	Amounts for Project	Fringe Benefits & Other Employer Costs Description Rate Amounts	(Week Ending 5/15/21) Weekly Totals			
		Sun 9	Mon 10	Tue 11	Wed 12	Thu 13	Fri 14	Sat 15					Gross Deductions	Net Pay		
Miller, Cary D - 2521																
LABORERS - LOCAL 41 / LABORER-Journeyman REG	3234	M/EX: S/O	0.00	0.00	0.00	10.50	0.00	0.00	0.00	10.50	31.140	326.97	H & W	73.50	FIT 0001	270.00
												0.00	PENSION	12.78000	FICA-SS 0003	118.24
												0.00	ANNUITY FUND	1.80000	FICA-MED 0023	27.65
												326.97	APPRTTRAIN	0.45000	IN ST TAX 1601	61.61
													HRA FUND LABOF	0.05000	NEWTON CO 1640	19.08
													ICIAF	0.13000	LAB-W/A	95.37
													BCRC	0.10000	Other	
													Other	51.15		
														285.42		
Total Hours for week for all Jobs: (Reg/OT): 45.50 / 10.50																
PAVLAK, TYLER J - 957																
LABORERS - LOCAL 41 / LABORER-APPRENTICEREG	2006	M/EX: S/1	0.00	5.00	0.00	0.00	0.00	0.00	0.00	5.00	23.360	116.80	H & W	35.00	FIT 0001	189.00
												0.00	PENSION	12.78000	FICA-SS 0003	86.18
												0.00	ANNUITY FUND	1.80000	FICA-MED 0023	20.15
												116.80	APPRTTRAIN	0.45000	IN ST TAX 1601	44.89
													HRA FUND LABOF	0.05000	STARKE CO. 1648	23.44
													ICIAF	0.13000	LAB-W/A	69.49
													BCRC	0.10000	Other	
													Other	21.16		
														132.74		
															1,389.92	
															433.15	
															956.77	
Total Hours for week for all Jobs: (Reg/OT): 40.00 / 13.00																
PEREZ, JUNIOR R - 8127																
CONCRETE-LOCAL 406 / CM JOURNEYMAN AREREG	5344	M/EX: M/O	0.00	0.00	0.00	0.00	3.50	0.00	3.50	35.100	122.85	H & W	36.68	FIT 0001	123.00	
												0.00	PENSION	10.31000	FICA-SS 0003	117.06
												0.00	APPRTTRAIN	0.30000	FICA-MED 0023	27.37
												122.85	ICIAF	0.15000	IN ST TAX 1601	60.98
													BCRC	0.10000	LAKE COUNTY 1679	28.32
													Other	20.60	VACATION	217.38
														97.40	CONCRETE W/A	152.29
															INTERNAL DUES	27.65
															MARKET RECOVERY	12.13
															Other	
															1,887.97	
															766.18	
															1,121.79	
Total Hours for week for all Jobs: (Reg/OT): 40.00 / 8.50																
Check #: 21051521																

Total Hours for week for all Jobs: (Reg/OT): 40.00 / 13.00

Total Hours for week for all Jobs: (Reg/OT): 45.50 / 10.50

Total Hours for week for all Jobs: (Reg/OT): 40.00 / 8.50

Check #: 21051521

Check #: 21051521

Check #: 133 10834

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐

Certified Payroll Transcript

ADDRESS
1700 East Main Street, Griffith IN 46319

PROJECT OR CONTRACT NO.

21 Milestone Contractors North, Inc.

PROJECT AND LOCATION
211720- Lynnsyway ADA Improvements- P

PROJECT OR CONTRACT NO.
Lynnsyway ADA Improvements- P

PAYROLL NO. 05/22/21

FOR WEEK ENDING 05/22/21

Employee	SSN	Hours per Day							Project	Amounts for Project	Fringe Benefits & Other Employer Costs		(Week Ending 5/22/21)	
		Sun	Mon	Tue	Wed	Thu	Fri	Sat			Description	Rate	Gross	Weekly Totals

CASTELLANOS, ROLANDO - 858 9927	M/EX: S/O	Race/Sex: 3/M	EEO Class: Journeyman	Project	Amounts for Project	H & W	10.48000	314.40	FIT 0001	421.00	FICA-SS 0003	143.18	FICA-MED 0023	33.49	IN ST TAX 1601	74.59	PORTER CO 16DO	11.55	VACATION	230.75	CONCRETE W/A	167.99	INTERNAL DUES	30.50	MARKET RECOVERY	13.38

CONCRETE-LOCAL 406 / CM FOREMAN AREA 4REG		0.00	8.00	8.00	8.00	2.50	0.00	0.00	26.50	38.100	1,009.65	PENSION	10.31000	309.29	FICA-MED 0023	33.49	IN ST TAX 1601	74.59	PORTER CO 16DO	11.55	VACATION	230.75	CONCRETE W/A	167.99	INTERNAL DUES	30.50	MARKET RECOVERY	13.38
CONCRETE-LOCAL 406 / CM FOREMAN AREA 4IOT		0.00	1.50	1.00	0.50	0.50	0.00	0.00	3.50	57.150	200.04	APPR/TRAIN	0.90000	27.00	FICA-MED 0023	33.49	IN ST TAX 1601	74.59	PORTER CO 16DO	11.55	VACATION	230.75	CONCRETE W/A	167.99	INTERNAL DUES	30.50	MARKET RECOVERY	13.38
Other Taxable									0.00		0.00	ICIAF	0.15000	4.49	FICA-MED 0023	33.49	IN ST TAX 1601	74.59	PORTER CO 16DO	11.55	VACATION	230.75	CONCRETE W/A	167.99	INTERNAL DUES	30.50	MARKET RECOVERY	13.38
Other Non Taxable									0.00		0.00	BCRC	0.10000	3.00	FICA-MED 0023	33.49	IN ST TAX 1601	74.59	PORTER CO 16DO	11.55	VACATION	230.75	CONCRETE W/A	167.99	INTERNAL DUES	30.50	MARKET RECOVERY	13.38
Project Total									1,209.69		786.51	Other																

Total Hours for week for all jobs: (Reg/OT): 40.00 / 13.50

Check #: 21052221

CASTLE JR, EDMUND P - 2129 4991	M/EX: S/O	Race/Sex: 1/M	EEO Class: Journeyman	Project	Amounts for Project	H & W	6.75000	249.74	FIT 0001	332.00	FICA-SS 0003	127.66	FICA-MED 0023	29.86	IN ST TAX 1601	65.26	LAPORTE CO 1668	19.56	UNIFORMS	7.28	LAB W/A	102.95	Other	2,059.04	684.57	1,374.47

LABORERS - LOCAL 81 / LABORER SKILLED/FOI		0.00	0.00	0.00	0.00	2.00	0.00	0.00	2.00	31.430	62.86	PENSION	11.46000	424.02	FICA-MED 0023	29.86	IN ST TAX 1601	65.26	LAPORTE CO 1668	19.56	UNIFORMS	7.28	LAB W/A	102.95	Other	2,059.04	684.57	1,374.47
LABORERS - LOCAL 81 / LABORER SKILLED/FOI		0.00	11.50	11.00	10.50	2.00	0.00	0.00	35.00	31.440	1,100.26	ANNUITY FUND	1.80000	66.60	FICA-MED 0023	29.86	IN ST TAX 1601	65.26	LAPORTE CO 1668	19.56	UNIFORMS	7.28	LAB W/A	102.95	Other	2,059.04	684.57	1,374.47
Other Taxable									0.00		0.00	APPR/TRAIN	0.45000	16.64	FICA-MED 0023	29.86	IN ST TAX 1601	65.26	LAPORTE CO 1668	19.56	UNIFORMS	7.28	LAB W/A	102.95	Other	2,059.04	684.57	1,374.47
Other Non Taxable									0.00		0.00	HRA FUND LABOF	0.05000	1.84	FICA-MED 0023	29.86	IN ST TAX 1601	65.26	LAPORTE CO 1668	19.56	UNIFORMS	7.28	LAB W/A	102.95	Other	2,059.04	684.57	1,374.47
Project Total									1,163.12			ICIAF	0.13000	4.80	FICA-MED 0023	29.86	IN ST TAX 1601	65.26	LAPORTE CO 1668	19.56	UNIFORMS	7.28	LAB W/A	102.95	Other	2,059.04	684.57	1,374.47
Other									163.89			BCRC	0.10000	3.70	FICA-MED 0023	29.86	IN ST TAX 1601	65.26	LAPORTE CO 1668	19.56	UNIFORMS	7.28	LAB W/A	102.95	Other	2,059.04	684.57	1,374.47
Other									931.23			Other																

Total Hours for week for all jobs: (Reg/OT): 65.50 / 0.00

Check #: 21052221

GARCIA, FRANCISCO - 2252 8324	M/EX: M/O	Race/Sex: 3/M	EEO Class: Journeyman	Project	Amounts for Project	H & W	7.00000	262.50	FIT 0001	316.00	FICA-SS 0003	149.63	FICA-MED 0023	34.99	IN ST TAX 1601	77.95	LAKE COUNTY 1679	36.20	LAB W/A	120.66	Other	2,413.37	735.43	1,677.94

Other Non Taxable		0.00	APPR/TRAIN	0.45000	16.87	IN ST TAX 1601	36.20																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
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Total Hours for week for all jobs: (Reg/OT): 40.00 / 25.00

Check #: 21052221

PAYROLL NO. 2 FOR WEEK ENDING 05/22/21 PROJECT AND LOCATION 211720- Lynnsyway ADA Improvements- P

(Week Ending 5/22/21)

Employee	SSN	Hours per Day							Project	Rate	Amounts for Project	& Other Employer Costs		Gross	Deductions	Net Pay		
		Sun 16	Mon 17	Tue 18	Wed 19	Thu 20	Fri 21	Sat 22				Description	Rate				Amounts	Weekly Totals
MAHLKA, MARK A - 290																		
	3437	M/EX: S/O	Race/Sex: 1/M	EEO Class: Journeyman														
	REG	0.00	8.00	8.00	8.00	2.50	0.00	0.00	26.50	31.140	825.21	H & W	6.75000	202.49	FIT 0001	317.00		
	LABORERS - LOCAL 81 / LABORER SKILLED											PENSION	11.46000	343.80	FICA-SS 0003	116.33		
	OT	0.00	1.50	1.00	0.50	0.50	0.00	0.00	3.50	46.710	163.50	ANNUITY FUND	1.80000	54.00	FICA-MED 0023	27.21		
											0.00	APPR/TRAIN	0.45000	13.49	IN ST TAX 1601	60.60		
											0.00	HRA FUND LABOR	0.05000	1.49	LAPORTE CO 1668	17.82		
											0.00	ICIAF	0.13000	3.89	GARNISH	93.81		
											988.71	BCRC	0.10000	3.00	LAB-W/A	3.01		
												Other		190.60	Other	3.01		
														812.76		1,876.20	635.78	1,240.42
Total Hours for week for all jobs: (Reg/OT): 40.00 / 13.50																		
PEREZ, JUNIOR R - 8127																		
	5344	M/EX: M/O	Race/Sex: 3/M	EEO Class: Journeyman														
	CONCRETE-LOCAL 406 / CM JOURNEYMAN AREREG	0.00	8.00	8.00	8.00	2.00	0.00	0.00	26.00	35.100	912.60	H & W	10.48000	309.16	FIT 0001	160.00		
	CONCRETE-LOCAL 406 / CM JOURNEYMAN AREOT	0.00	1.50	1.00	0.50	0.50	0.00	0.00	3.50	52.650	184.29	PENSION	10.31000	304.14	FICA-SS 0003	131.99		
											0.00	APPR/TRAIN	0.90000	26.55	FICA-MED 0023	30.87		
											0.00	ICIAF	0.15000	4.42	IN ST TAX 1601	68.76		
											0.00	BCRC	0.10000	2.95	LAKE COUNTY 1679	31.93		
											1,096.89	Other		116.30	VACATION	230.88		
														763.52	CONCRETE W/A	167.99		
															INTERNAL DUES	30.50		
															MARKET RECOVERY	13.38		
															Other			
															2,128.85		866.30	1,262.55
Total Hours for week for all jobs: (Reg/OT): 40.00 / 13.50																		
PIERCE, THADEUS - 886																		
	9345	M/EX: S/O	Race/Sex: 1/M	EEO Class: Journeyman														
	CONCRETE-LOCAL 406 / CM JOURNEYMAN AREREG	0.00	8.00	8.00	8.00	2.50	0.00	0.00	26.50	35.100	930.15	H & W	10.48000	314.40	FIT 0001	378.00		
	CONCRETE-LOCAL 406 / CM JOURNEYMAN AREOT	0.00	1.50	1.00	0.50	0.50	0.00	0.00	3.50	52.650	184.29	PENSION	10.31000	309.29	FICA-SS 0003	131.96		
											0.00	APPR/TRAIN	0.90000	27.00	FICA-MED 0023	30.87		
											0.00	ICIAF	0.15000	4.49	IN ST TAX 1601	68.75		
											0.00	BCRC	0.10000	3.00	LAKE COUNTY 1679	31.93		
											1,114.44	Other		118.20	VACATION	230.75		
														776.38	CONCRETE W/A	167.99		
															INTERNAL DUES	30.50		
															MARKET RECOVERY	13.38		
															Other			
															2,128.48		1,084.13	1,044.35
Total Hours for week for all jobs: (Reg/OT): 40.00 / 13.50																		

PROJECT OR CONTRACT NO.

(Week Ending 3/22/21)	
Weekly Totals	
Gross Deductions	Net Pay
Check #: 21052221	

FICA-SS 0003	131.97
FICA-MED 0023	30.86
FICA-MED 0004	68.75

NEWTON CO 1640	21.25
VACATION	230.75

CONCELE WIA	30.50
INTERNA DIES	

Other

—

A vertical strip of a black and white photograph showing a dense, textured surface, possibly a wall or a large piece of fabric, with a dark, irregular shape in the center.

0	FIT 0001	2,177.00
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FICA-MED 0023	218.15
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LAKE COUNTY	1679	100.06
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0	NEWTON CO 1640	21.28
		44.55

3	GARNISH	7 28
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VACATION	923.13
LAB-W/A	

CONCRETE TYP	
INTERNAL DUES	122.00

Other	3.01
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100

Date 5/27/2021

I, Margaret Garner EEO Officer
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Milestone Contractors North, Inc. on the

(Contractor or Subcontractor)

Job: 211720- Lynnsway ADA Improvements- P

; that during the payroll period commencing on the

(Building or Work)

16 day of May, 2021 and ending the 22 day of May, 2021 Week #: 2

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Milestone Contractors North, Inc.

(Contractor or Subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. §3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS



In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.


(b) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS



Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	
I hereby certify that no employee has worked off site on any item to be used on this project during this payroll period	

NAME AND TITLE	SIGNATURE
Margaret Garner	
EEO Officer	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.