



## **TOWN COUNCIL PUBLIC MEETING AGENDA**

**March 1, 2022 - 7:00 PM\***

*(\*Immediately following a Special Plan Commission Public Meeting)*

### **PLEDGE OF ALLEGIANCE**

### **MOMENT OF SILENCE**

### **CALL TO ORDER/ROLL CALL:**

\_\_\_ Robert H. Carnahan, Ward 1  
\_\_\_ John Foreman, Ward 2  
\_\_\_ Julie Rivera, Ward 3  
\_\_\_ Ralph Miller, Ward 4  
\_\_\_ Colleen Schieben, Ward 6

\_\_\_ Richard Sharpe, Ward 7, Vice-President  
\_\_\_ Randell Niemeyer, Ward 5, President  
\_\_\_ Jennifer Sandberg, Clerk-Treasurer  
\_\_\_ Chris Salatas, Town Manager  
\_\_\_ David Austgen, Town Attorney

### **PRESENTATION: Recognition of 50 Years of Service – Dennis “Denny” Wilkening**

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

### **CONSENT AGENDA:**

1. **Minutes:** February 1, 2022, and February 15, 2022
2. **Claims:** All Town Funds: \$276,413.97; Wastewater Operating: \$163,745.37; Water Utility: \$17,674.75; Storm Water: \$20,566.24; and Payroll: 2/17 and 3/1/22: \$248,114.46;  
Motion to accept and waive the reading of the Minutes, accept the Consent Agenda as listed.
3. Acceptance of 2022 Allocation Table
4. Use Waiver – Board of Elections Use of Town Hall for Polling Place

### **ORDINANCES & RESOLUTIONS:**

1. **Ordinance No. 1402 – Zoning Ordinance Amendment**

### **BZA/Plan Commission:**

1. **Grand Prize Cars/Majeski Variance of Use to Allow two (2) Uses on One (1) Lot** *(This received a favorable recommendation from the BZA on 2/10/2022 – deferred by Town Council on 2/15/22)*

### **NEW BUSINESS:**

1. **Robert W. Baird & Co. Engagement Letter for Underwriting and Placement Agent**
2. **Y2022 Farmers Market Agreement Discussion**
3. **Acknowledgement and Acceptance of a Permanent Easement – Centennial Villas Phase 1**
4. **Acknowledgement and Acceptance of Permanent Easement – 7303 W 126<sup>th</sup> Avenue**
5. **Purchase of 4 Black Vehicles, with 3 of them having Ghost Graphics by the Police Department** *(This received a favorable recommendation from the Board of Safety on February 23, 2022.)*
6. **Appointment of New Storm Water Board Member**

### **REPORTS:**

1. Town Council
2. Town Attorney
  - a. Water Rate Case Settlement
3. Clerk-Treasurer

4. Town Manager
5. Director of Operations
6. Police Department
7. Fire Department

**WRITTEN COMMUNICATION:**

**PUBLIC COMMENT:**

**ADJOURNMENT:**

**PRESS SESSION:**

**NEXT MEETING: Tuesday, March 15, 2022 at 7:00 pm**

*The Town of Cedar Lake is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding accessibility of the meeting or the facilities, please contact the Cedar Lake Town Hall at (219) 374-7400.*

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**March 1, 2022**

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ALL TOWN FUNDS	\$276,413.97
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WASTEWATER OPERATING	\$163,745.37
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WATER UTILITY	\$17,674.75
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STORM WATER	\$20,566.24
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PAYROLL 2/17, 3/1/22	\$248,114.46
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Allocation Table	Description	GL Number	Grant	Percent
ADMIN ASST	GC, UTILITIES DISTRIBUTION			
		101-002-112.000		35.00
		630-001-113.000		35.00
		640-001-113.000		17.50
		650-001-113.000		7.50
		404-001-111.000		5.00
BOARD-SAFETY	BOARD OF SAFETY			
		101-003-110.000		50.00
		101-005-110.000		50.00
BOS OT	OT FOR BOARD OF SAFETY MEETING			
		101-003-116.000		50.00
		101-005-116.000		50.00
BUILDING ADMIN	PLANNING & BUILDING ADMINISTRAT			
		101-004-111.000		37.00
		630-001-111.000		40.00
		650-001-111.000		23.00
BZA OT	BZA OVERTIME			
		101-004-116.000		100.00
CHIEF DEPUTY	CHIEF DEPUTY CLERK			
		101-001-112.000		45.00
		630-001-113.000		32.00
		640-001-113.000		18.00
		650-001-113.000		5.00
CLERK-AP	ACCOUNTS PAYABLE CLERK			
		101-001-112.000		42.50
		630-001-113.000		35.00
		640-001-113.000		17.50
		650-001-113.000		5.00
CLERK-CT	CLERK-CT OFFICE			
		101-001-112.000		35.00
		630-001-113.000		40.00
		640-001-113.000		20.00
		650-001-113.000		5.00
CODE/BLDG EN-FT	FT CODE/BUILDING ENFORCEMENT			
		101-004-118.000		40.00
		630-001-112.000		20.00
		640-001-112.000		20.00
		650-001-112.000		20.00
COUNCIL	COUNCIL			
		101-002-110.000		25.00
		630-001-110.000		25.00
		640-001-110.000		25.00
		650-001-110.000		25.00
COUNCIL REC SEC	PT COUNCIL RECORDING SECRETARY			
		101-002-115.000		100.00
CT SALARY	CLERK-TREASURER'S SALARY			

Allocation Table	Description	GL Number	Grant	Percent
		101-001-111.000		41.00
		630-001-111.000		31.00
		640-001-111.000		18.00
		650-001-111.000		5.00
		404-001-111.000		5.00
CT UT OFC 18%	CT-FT 18-40-32-10			
		101-001-112.000		18.00
		630-001-113.000		40.00
		650-001-113.000		10.00
		640-001-113.000		32.00
DEP CLERK -GENL	DEPUTY CLERK - GENERAL			
		101-001-112.000		40.00
		630-001-113.000		45.00
		640-001-113.000		5.00
		650-001-113.000		5.00
		404-001-111.000		5.00
DEP CLK UTILITY	UTILITY DEPUTY CLERK			
		630-001-113.000		55.00
		640-001-113.000		33.00
		650-001-113.000		12.00
EMERG CALL OUT	PW-OT MVH/WW 50%			
		201-001-116.000		50.00
		630-001-116.000		50.00
FD COMP BUYOUT	FD COMP BOUGHT OUT			
		101-005-119.000		100.00
FD VAC B/O	FD VACATION BOUGHTOUT			
		101-005-119.000		100.00
FOREMAN 100% WW	WASTEWATER FOREMAN			
		630-001-112.000		100.00
FOREMAN-WATER	FOREMAN WATER DEPARTMENT			
		630-001-112.000		50.00
		640-001-112.000		50.00
FT-CUSTODIAN	FULL-TIME CUSTODIAN			
		101-002-114.000		60.00
		630-001-114.000		25.00
		650-001-114.000		15.00
FT-UTILITY	50% WW 22% WTR 28% STM			
		630-001-112.000		50.00
		640-001-112.000		22.00
		650-001-112.000		28.00
FT-WW-STORM	33% WW 67% STORM			
		630-001-112.000		33.00
		650-001-112.000		67.00
LCSW PT	LCSW PART-TIME EMPLOYEES			
		104-001-115.000		100.00

Allocation Table	Description	GL Number	Grant	Percent
LCSW-CREW LEADE	LCSW CREW LEADER			
		104-001-112.000		50.00
		201-001-112.000		50.00
LCSW-MVH	50% LCSW 50% MVH			
		104-001-112.000		50.00
		201-001-112.000		50.00
LCSW-UTILITIES	34% LCSW; 22% WW, WTR, STM			
		104-001-112.000		34.00
		630-001-112.000		22.00
		640-001-112.000		22.00
		650-001-112.000		22.00
LONG COUNCIL	50% COUNCIL BUDGET 50% WW			
		101-002-124.000		50.00
		630-001-124.000		50.00
LONG CT 50%	LONGEVITY 50% CT 50% WW			
		101-001-124.000		50.00
		630-001-124.000		50.00
LONG MVH	LONGEVITY 50% MVH 50% WW			
		201-001-124.000		50.00
		630-001-124.000		50.00
LONG PZB	LONGEVITY 50% PZB 50% WW			
		101-004-124.000		50.00
		630-001-124.000		50.00
LONG WTR-WW	50/50 WATER / WW LONGEVITY			
		630-001-124.000		50.00
		640-001-124.000		50.00
MVH OT	MVH OT			
		201-001-116.000		100.00
ON CALL INSPECT	ON CALL INSPECTOR: PD PER INSPE			
		101-004-118.000		40.00
		630-001-115.000		20.00
		640-001-115.000		20.00
		650-001-115.000		20.00
ON CALL PAY	ON CALL SALARY			
		201-001-118.000		50.00
		630-001-118.000		50.00
OPERATIONS DRCT	OPERATIONS DIRECTOR			
		101-006-111.000		15.00
		201-001-111.000		15.00
		630-001-111.000		25.00
		640-001-111.000		25.00
		650-001-111.000		20.00
OT-UT	OVERTIME UTILITY			
		630-001-116.000		34.00
		640-001-116.000		33.00
		650-001-116.000		33.00

Allocation Table	Description	GL Number	Grant	Percent
PARK-WW-STM	PARK 33% WW 34% STORM 33%			
		101-006-112.000		33.00
		630-001-112.000		34.00
		650-001-112.000		33.00
PARKS/PW- FT	FT PARKS/PW			
		101-006-112.000		34.00
		630-001-112.000		22.00
		640-001-112.000		22.00
		650-001-112.000		22.00
PAYOUT TOWN MNG	PAYOUT TOWN MNGR LEAVE BALANCE			
		101-002-119.000		36.00
		630-001-119.000		36.00
		640-001-119.000		18.00
		650-001-119.000		10.00
PAYOUT WW/STM	WW AND STORM VAC - COMP PAY OUT			
		630-001-119.000		33.00
		640-001-119.000		67.00
PLANNING DIRECT	PLANNING DIRECTOR			
		101-004-112.000		25.00
		630-001-113.000		42.50
		650-001-113.000		27.50
		404-001-111.000		5.00
PT 1/2 MVH-WW	PW PT-MVH/WW 50%			
		201-001-115.000		50.00
		630-001-115.000		50.00
PT CODE ENF OFC	PT POLICE CODE ENFORCEMENT OFC			
		101-003-115.000		100.00
PT UTILITY CLK	PT UTIL CLERK 100% WW			
		630-001-115.000		100.00
		640-001-115.000		.00
		650-001-115.000		.00
PT-AP CLERK	PART-TIME AP CLERK			
		101-001-115.000		50.00
		630-001-115.000		50.00
PT-BLDG SECT	PART-TIME BUILDING SECRETARY			
		101-004-114.000		25.00
		630-001-115.000		42.50
		640-001-115.000		5.00
		650-001-115.000		27.50
PT-CUSTODIAN	60/25/15 CUSTODIAN			
		101-002-114.000		60.00
		630-001-114.000		25.00
		650-001-115.000		15.00
PW 33 MVH/WW/ST	PW FT-MVH/WW/STM			
		201-001-112.000		33.00
		630-001-112.000		34.00

Allocation Table	Description	GL Number	Grant	Percent
		650-001-112.000		33.00
PW FT 100% WW	PW FULLTIME 100% WASTE WATER	630-001-112.000		100.00
PW FT 25%	25% MVH, WW, WTR, STM	201-001-112.000		25.00
		630-001-112.000		25.00
		640-001-112.000		25.00
		650-001-112.000		25.00
PW FT OFFICE	PW-FT OFFICE	201-001-113.000		33.00
		630-001-113.000		23.00
		650-001-113.000		21.00
		640-001-113.000		23.00
PW OPEN SPACE	PW-PT PARK MAINTENANCE	101-006-115.000		100.00
PW SECT OT	PUBLIC WORKS OFFICE OT	201-001-116.000		33.00
		630-001-116.000		34.00
		640-001-116.000		.00
		650-001-116.000		33.00
PW-34% MVH	PW FT_34% MVH - 22% WW/WTR/STM	201-001-112.000		34.00
		630-001-112.000		22.00
		640-001-112.000		22.00
		650-001-112.000		22.00
PW-CREWLEADER	PW CREW LEADER	630-001-112.000		25.00
		640-001-112.000		50.00
		650-001-112.000		25.00
PW-FT UTILITY	34% WW 33% WTR & STORM	630-001-112.000		34.00
		640-001-112.000		33.00
		650-001-112.000		33.00
PW-MECHANIC	PW FT MECHANIC	201-001-112.000		25.00
		630-001-112.000		25.00
		640-001-112.000		25.00
		650-001-112.000		25.00
PW-PK COMP PD	COMP PAY OUT 33% 10100	101-006-119.000		33.00
		630-001-119.000		34.00
		650-001-119.000		33.00
PW-PK LEADER	PW-PARKS CREW LEADER	101-006-112.000		36.00
		630-001-112.000		22.00
		640-001-112.000		22.00
		650-001-112.000		20.00



Allocation Table	Description	GL Number	Grant	Percent
PW-PT 1/3	PW-PT 34% WW, 33% MVH & STORM			
		201-001-115.000		33.00
		630-001-115.000		34.00
		650-001-115.000		33.00
PW-PT 1/4 LCSW	PT 25% LCSW, MVH, WW, STORM			
		104-001-115.000		25.00
		201-001-115.000		25.00
		630-001-115.000		25.00
		650-001-115.000		25.00
PZB COORDINATOR	PZB COORDINATOR			
		101-004-113.000		40.00
		630-001-113.000		40.00
		640-001-113.000		.00
		650-001-113.000		20.00
RECORDING SECT	FULL-TIME RECORDING SECRETARY			
		101-002-112.000		50.00
		404-001-111.000		5.00
		630-001-113.000		15.00
		650-001-113.000		15.00
		640-001-113.000		15.00
STM OT	STM OT			
		650-001-116.000		100.00
SUPER-PW	PW SUPERINTENDENT			
		201-001-112.000		25.00
		630-001-112.000		27.00
		640-001-112.000		23.00
		650-001-112.000		25.00
SUPER-STORM	SUPERINTENDENT STORM UTILITY			
		650-001-112.000		100.00
SUPER-WATER	SUPERINTENDENT WATER UTILITY			
		640-001-112.000		100.00
SUPER-WW	WASTEWATER SUPERINTENDENT			
		630-001-112.000		100.00
TECH DIRECTOR	TECHNOLOGY DIRECTOR			
		101-002-112.000		50.00
		630-001-113.000		20.00
		640-001-113.000		15.00
		650-001-113.000		15.00
TOWN ADMIN	TOWN ADMINISTRATOR: SALARIED EX			
		101-002-112.000		25.00
		630-001-113.000		25.00
		640-001-113.000		25.00
		650-001-113.000		25.00
		404-001-111.000		.00
TOWN MANAGER	TOWN MANAGER			
		101-002-111.000		30.00

Allocation Table	Description	GL Number	Grant	Percent
		630-001-111.000		40.00
		650-001-111.000		6.00
		640-001-111.000		20.00
		404-001-111.000		4.00
TWN SPPRT ASST	CT-SUPPORT ASST 15/75/5/5			
		101-001-112.000		15.00
		630-001-113.000		75.00
		640-001-113.000		5.00
		650-001-113.000		5.00
UNIF 25% MVH	UNIFORM-PW 25%			
		201-001-131.000		25.00
		630-001-131.000		25.00
		640-001-131.000		25.00
		650-001-131.000		25.00
UNIF 33% MVH	UNIFORMS-1/3 MVH-WW-STM			
		201-001-131.000		33.00
		650-001-131.000		33.00
		630-001-131.000		34.00
UNIF 50%WW/WTR	UNIFORMS- 50% WTR & 50% WW			
		630-001-131.000		50.00
		640-001-131.000		50.00
UNIF WW/STORM	CLOTHING WW/STORM			
		630-001-131.000		33.00
		650-001-131.000		67.00
UT SPECIAL	UTILITY ACCOUNT SPECIALIST			
		630-001-115.000		50.00
		640-001-115.000		25.00
		650-001-115.000		25.00
WATER CREW FT	WATER CREW WORKER			
		640-001-112.000		100.00
WATER OT	WATER OT			
		640-001-116.000		100.00
WW 40%/WTR/STM	40% WW-30 WTR-30 STM			
		630-001-115.000		40.00
		640-001-115.000		30.00
		650-001-115.000		30.00
WW OT	WW OT			
		630-001-116.000		100.00
WW OVERTIME	WW OVERTIME			
		630-001-116.000		100.00
WW-PAYOUT	WW DEPT: BUY OUT PTO			
		630-001-119.000		100.00

Report Filter Query:

AllocationTable.Description Does Not End With 0

February 23, 2022

RE: polling place usage Primary and General Election

Thank you for allowing us to use your facility during the last Election. We would once again like to request usage for the Primary and General Election to be held on Tuesday May 3, 2022 and November 8, 2022.

We are asking you to approve the request and provide us with a contact number. This number should be for a person who has keys to the building and can provide information if needed, as to when and where to deliver the machines. All machines are to be kept in a secure location, to avoid any tampering. Please be sure that the machines are available for the poll workers on Monday and Tuesday. You can return the portion below in the self-addressed envelope or you can fax it to 219-755-3801 or email to fajmamr@lakecountyin.org

Thank you in advance for allowing us to use your facility on Election Day.

Sincerely,



Michelle R. Fajman  
Director Lake County board of Elections and Registration

\_\_\_\_\_ please tear off and return this portion only to the Election Board \_\_\_\_\_

Location has been approved \_\_\_\_\_

Denied/Only private locations can be Denied \_\_\_\_\_

IC 3-11-8-4 School buildings, fire stations and all other public buildings shall be made available without charge to a county for holding an election.

**CL 06, 07, 08, 09 CEDAR LAKE TOWN HALL Cedar Lake IN 46303 374-7000**

cell \_\_\_\_\_ email \_\_\_\_\_

Emergency Contact (Name, Cell Phone Number) \_\_\_\_\_

Special Instructions \_\_\_\_\_

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

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

**ORDINANCE NO.: 1402**

**AN ORDINANCE AMENDING TOWN ZONING ORDINANCE NO.: 496,  
AND ALL AMENDMENTS THERETO, 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.”**

**WHEREAS**, the Town Council of the Town of Cedar Lake, Lake County, Indiana, has reviewed the present text provisions of Town Zoning Ordinance No.: 496, as amended from time to time to the present together with the current Town Zoning Map; and

**WHEREAS**, the Town Council of the Town of Cedar Lake, Lake County, Indiana, as a result of its review, has advised the Plan Commission that it is necessary to update and replace the text of Town Zoning Ordinance No.: 496, as amended from time to time, regarding land use and zoning district regulations; as well as to replace the Town Zoning Map consistent therewith; and

**WHEREAS**, the Plan Commission of the Town of Cedar Lake, Lake County, Indiana, held a Public Hearing on the 15<sup>th</sup> day of December, 2021, which was continued thereafter, and concluded on the 16<sup>th</sup> day of February, 2022, pursuant to published notice as required by applicable law, to consider the advisability and necessity of updating and replacing the text provisions of current Town Zoning Ordinance No.: 496, as amended from time to time, as well as to replace the current Town Zoning Map consistent therewith; and

**WHEREAS**, the Plan Commission of the Town of Cedar Lake, Lake County, Indiana, has, at the conclusion of the public hearing held on the 15<sup>th</sup> day of December, 2021, and continued to its conclusion of the 16<sup>th</sup> day of February, 2022, certified a Favorable Recommendation to the Town Council of the Town of Cedar Lake, Lake County, Indiana, that Town Zoning Ordinance No.: 496, as amended from time to time, requires modification and replacement of the text of the said Town Zoning Ordinance 496 in its entirety; and

**WHEREAS**, the Town Council of the Town of Cedar Lake, Lake County, Indiana, having reviewed said text replacement of Town Zoning Ordinance No.: 496, as amended from time to time, now concurs that it is advisable, appropriate, and in the best interests of the

residents and property owners of the Town of Cedar Lake that the text provisions of Town Zoning Ordinance No.: 496, as amended from time to time, be replaced in its entirety, as well as to replace the current Town Zoning Map consistent therewith.

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

**SECTION ONE:** That Town Zoning Ordinance No. 496, and all amendments thereto, be repealed and replaced in its entirety; further, the current Town Zoning Map is hereby repealed and replaced consistent therewith, as set forth in **EXHIBIT "A"** attached hereto.

**SECTION TWO:** That the Text Replacement of the Town Zoning Ordinance be, and the same shall read and provided as set forth in the document attached hereto as **EXHIBIT "B"**.

**SECTION THREE:** That all existing Town Code Sections and Ordinances, or parts thereof, in conflict with the provisions of this Zoning Ordinance Text Replacement Ordinance are hereby repealed and declared to be null, void, and of no legal effect.

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

**SECTION FIVE:** That this Zoning Ordinance Text Replacement Ordinance, including Town Zone Map or Replacement, shall take effect, and be in full force and effect, from and after its passage and adoption by the Town Council of the Town of Cedar Lake, Lake County, Indiana, pursuant to applicable law, including applicable publication of Notice of Adoption.

[SIGNATURES ON NEXT PAGE]

**ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF  
THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, ON THIS \_\_\_\_ DAY OF  
March, 2022.**

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

\_\_\_\_\_  
Randell C. Niemeyer, President

\_\_\_\_\_  
Richard Sharpe, Vice-President

\_\_\_\_\_  
Robert H. Carnahan, Member

\_\_\_\_\_  
John C. Foreman, Member

\_\_\_\_\_  
Julie A. Rivera, Member

\_\_\_\_\_  
Ralph Miller, Member

\_\_\_\_\_  
Colleen Schieben, Member

ATTEST:

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

December 14, 2021

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

Ladies and Gentlemen:

On behalf of Robert W. Baird & Co. Incorporated (“we” or “Baird”), we wish to thank you for the opportunity to serve as sole bookrunning managing underwriter or placement agent for the Town of Cedar Lake, Indiana (“you” or “the “Issuer”) on its proposed offering and issuance of \$4,000,000\* Redevelopment Authority Lease Rental Revenue Bonds, Series 2022 (or other designation, security structure or transaction format, issued in one or multiple series) (the “Securities”). This letter will confirm the terms of our engagement; however, it is anticipated that this letter will be replaced and superseded by a bond purchase agreement or placement agreement to be entered into by the parties (the “Agreement”) if and when the Securities are priced following successful completion of the offering or placement process. The Agreement will set forth the terms and conditions on which Baird will purchase or place the Securities.

1. Services to be Provided by Baird. Baird is hereby engaged to serve as managing underwriter of the proposed offering and issuance of the Securities, and in such capacity Baird agrees to provide the following services:

- Review and evaluate the proposed terms of the offering or placement and the Securities
- If underwriting, develop a marketing plan for the offering, including identification of potential purchasers of the Securities
- Assist in the preparation of the preliminary official statement and final official statement or the private placement memorandum and other offering documents
- If underwriting, contact potential purchasers of the Securities and provide them with copies of the offering materials and related information
- If underwriting, respond to inquiries from potential purchasers and, if requested, coordinate their due diligence calls and meetings
- If the Securities are to be rated, assist in the preparation of information and materials to be provided to securities rating agency or agencies and in the development of strategies for meetings with the rating agency or agencies to obtain a rating for the Securities
- If the Securities are to carry bond insurance, assist in the preparation of information and materials to be provided to bond insurance companies and in the development of strategies for meetings/calls with the bond insurance companies
- If underwriting, inform the Issuer of the marketing and offering process
- Negotiate the pricing, including the interest rate, and other terms of the Securities
- Obtain CUSIP number(s) for the Securities and arrange for their DTC book-entry eligibility
- If underwriting, submit documents and other information about the offering to the MSRB’s EMMA website
- Plan and arrange for the closing and settlement of the issuance and the delivery of the Securities
- Such other usual and customary underwriting services as may be requested by the Issuer

2. Fees and Expenses. Baird's proposed underwriting fee/spread is estimated to be 0.80% of the principal or par amount of the Securities issued. At a time prior to the sale of the Securities, Baird's underwriting fee/spread may be modified by mutual agreement of the Issuer and Baird and will be reflected in the Purchase Agreement or Agreement. If underwriting, the underwriting fee/spread will represent the difference between the price that Baird pays for the Securities and the public offering price stated on the cover of the final official statement. If Baird is acting as a placement agent, Baird's placement agent fee is estimated to be 0.80% of the principal or par amount of the Securities issued.

Baird shall be responsible for paying other expenses it incurs in connection with the offering, including without limitation, CUSIP, DTC, MSRB, IPREO (electronic book-running/sales order system), Municipal Advisory Council (Ohio MAC, Texas MAC, etc.) fees; The Issuer shall be responsible for paying all other costs of issuance, such as fees of bond counsel, issuer counsel, underwriter's counsel and disclosure counsel (if any); municipal advisory and other consultant fees; ratings agency fees and expenses and travel expenses directly related thereto; auditor and other expert fees; trustee, registrar and paying agent fees; and official statement printing and mailing/distribution costs.

If Baird's efforts to undertake underwriting or placement of the securities exceeds the scope initially estimated, the Issuer agrees to engage in best efforts negotiation with Baird for fair adjustment of Baird's underwriting or placement agent fee/spread.

3. Conflicts of Interest and Disclosures Pursuant to MSRB Rules. Baird is registered with the Municipal Securities Rulemaking Board ("MSRB") and the SEC. The MSRB website is [www.msrb.org](http://www.msrb.org). Two investor brochures, Information for Municipal Securities Investors and Information for Municipal Advisory Clients, describe the protections that may be provided by the MSRB's rules. The brochures are available on the MSRB website. The MSRB website also contains information about how to file a complaint with an appropriate regulatory authority.

Baird makes the following conflict of interest and other disclosures as required by MSRB Rule G-17.

- Disclosures Concerning the Underwriters' or Placement Agent's Role:
  - MSRB Rule G-17 requires an underwriter to deal fairly at all times with both issuers and investors.
  - The underwriters' primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer.
  - Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
  - The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.
  - The underwriters have a duty to purchase the Securities from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Securities to investors at prices that are fair and reasonable.
  - The underwriters will review the official statement for the Securities in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.
  - If Baird is acting as placement agent and the Issuer is obligated under a current continuing disclosure agreement, the Issuer will submit information about the transaction through EMMA's continuing disclosure service, if material, and provide details including, but not limited to, the amount of debt being issued and its impact on the debt position, the purpose of the debt and use of proceeds, source of repayment, payment dates, interest rate, maturity and amortization of the debt, covenants, prepayment terms, events of default and remedies, acceleration events, other material terms, evidence of compliance with additional debt test, ratings, CUSIP number, transfer and redistribution rights and financial reporting requirements. If the Issuer is not obligated under a current continuing disclosure agreement, Baird recommends that the Issuer submit information about the transaction through EMMA's continuing



disclosure service located in the continuing disclosure category of “Financial/Operating Data – Investment/Debt/Financial Policy.”

- Disclosures Concerning the Underwriters’ or Placement Agents’ Compensation:

The underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Securities. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Securities. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

- Baird-Specific Conflicts of Interest Disclosures:

Baird is a full-service securities firm and as such Baird and its affiliates may from time to time provide advisory, brokerage, consulting and other services and products to municipalities, other institutions, and individuals including the Issuer, certain Issuer officials or employees, and potential purchasers of the Securities for which Baird may receive customary compensation; however, such services are not related to the proposed offering. Baird may have previously served as underwriter, placement agent or financial advisor on other bond offerings and financings for the Issuer and expects it may serve in such capacities in the future. Baird may also be engaged from time to time by the Issuer to manage investments for the Issuer (including the proceeds from the proposed offering) through a separate contract that sets forth the fees to be paid to Baird. Baird may compensate its associates for any referrals they have made that resulted in the Issuer’s selection of Baird to serve as underwriter on the proposed offering of the Securities. Baird manages various mutual funds, and from time to time those funds may own bonds and other securities issued by the Issuer (including the Securities). Additionally, clients of Baird may from time to time purchase, hold and sell bonds and other securities issued by the Issuer (including the Securities).

In the ordinary course of fixed income trading business, Baird may purchase, sell, or hold a broad array of investments and may actively trade securities and other financial instruments, including the Securities and other municipal bonds, for its own account and for the accounts of customers, with respect to which Baird may receive a mark-up or mark-down, commission or other remuneration. Such investment and trading activities may involve or relate to the offering or other assets, securities and/or instruments of the Issuer and/or persons and entities with relationships with the Issuer. Spouses and other family members of Baird associates may be employed by the Issuer.

Baird has not identified any other actual or potential material conflicts of interest.

- Disclosures of Material Financial Characteristics and Material Financial Risks.

- o Accompanying this letter is a disclosure document describing the material financial characteristics and material financial risks of the Securities as required by MSRB Rule G-17.

4. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the final Offering. Notwithstanding the forgoing, either party may terminate Baird’s engagement at any time without liability of penalty upon at least 30 days’ prior written notice to the other party. If Baird’s engagement is terminated by the Issuer, the Issuer agrees to compensate Baird for the services provided and to reimburse Baird for its out-of-pocket expenses incurred until the date of termination.

5. Indemnification; Limitation of Liability. The Issuer agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to the Issuer for the services provided hereunder except to the extent it is judicially determined that Baird engaged in gross negligence or willful misconduct. In addition, to the extent permitted by applicable law, the Issuer shall indemnify, defend and hold Baird and its employees, officers, agents and affiliates harmless from and against any losses claims, damages and liabilities that arise from or otherwise relate to this Agreement, actions taken or omitted in connection herewith, or the transactions and other matters contemplated hereby, except to the extent such losses, claims, damages or liabilities are judicially determined to be the result of Baird’s gross negligence or willful misconduct.

6. Miscellaneous. This letter shall be governed and construed in accordance with the laws of the State of Indiana. This Agreement may not be amended or modified except by means of a written instrument executed by both

parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party.

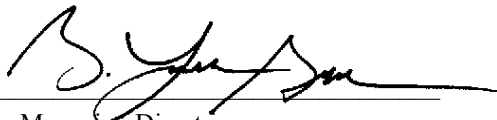
If there is any aspect of this Agreement that requires further clarification, please do not hesitate to contact us. In addition, please consult your own financial and/or municipal, legal, accounting, tax and other advisors as you deem appropriate. We understand that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the proposed offering. If our understanding is not correct, please let us know.

Please evidence your receipt and agreement to the foregoing by signing and returning this letter.

Again, we thank you for the opportunity to assist you with your proposed financing and the confidence you have placed in us.

Very truly yours,

**ROBERT W. BAIRD & CO. INCORPORATED**

By:   
Managing Director

Accepted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**TOWN OF CEDAR LAKE, INDIANA**

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

Title: \_\_\_\_\_

## Disclosures of Material Financial Characteristics and Financial Risks of Proposed Offering of Fixed Rate Bonds

Robert W. Baird & Co. Incorporated (“Baird”) has been engaged as underwriter for the proposed offering by you (or the “Issuer”) of fixed rate bonds, notes, certificates of participation or other debt securities (“Fixed Rate Bonds”), to be sold on a negotiated basis. The following is a general description of the financial characteristics and security structures of Fixed Rate Bonds, as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds.

This document is being provided to an official of the Issuer who has the authority to bind the Issuer by contract with Baird, who does not have a conflict of interest with respect to the offering.

If the Fixed Rate Bonds proposed to be issued are “conduit revenue bonds,” you will be a party to the bond purchase agreement and certain other legal documents to be entered into in connection with the issuance, but the material financial risks described below will be borne by the borrower or obligor, as set forth in those legal documents.

### **Financial Characteristics**

**Maturity and Interest.** Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies or authorities, such as the Issuer. Maturity dates for Fixed Rate Bonds will be fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Maturity dates, including the final maturity date, are subject to negotiation and will be reflected in the official statement. At each maturity, the scheduled principal or par amount of the Fixed Rate Bonds will have to be repaid.

Fixed Rate Bonds will pay fixed rates of interest typically semi-annually on scheduled payment dates, although some Fixed Rate Bonds may accrue interest to be paid at maturity. Such bonds are often referred to as capital appreciation or zero-coupon bonds. The interest rates to be paid on Fixed Rate Bonds may differ for each series or maturity date. The specific interest rates will be determined based on market conditions and investor demand and reflected in the official statement for the Fixed Rate Bonds. Fixed Rate Bonds with longer maturity dates will generally have interest rates that are greater than securities with shorter maturity dates.

**Redemption.** Fixed Rate Bonds may be subject to optional redemption, which allows the Issuer, at its option, to redeem some or all of the Fixed Rate Bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds may be subject to optional redemption only after the passage of a specified period of time from the date of issuance, and upon payment of the redemption price set forth in the official statement for the Fixed Rate Bonds, which typically is equal to the par amount of the Fixed Rate Bonds being redeemed (plus accrued interest) but may include a redemption premium. The Issuer will be required to send out a notice of optional redemption to the holders of Fixed Rate Bonds, usually a certain period of time prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires the Issuer to redeem specified principal

amounts of the Fixed Rate Bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the Fixed Rate Bonds to be redeemed. Fixed Rate Bonds may also be subject to extraordinary or mandatory redemption upon the occurrence of certain events, authorizing or requiring you to redeem the Fixed Income Bonds at their par amount (plus accrued interest).

*Credit Enhancements.* Fixed Rate Bonds may feature credit enhancements, such as an insurance policy provided by a municipal bond insurance company that guarantees the payment of principal of an interest on the bonds when due in the event of default. Other credit enhancements could include a letter of credit provided by a financial institution, or financial support from a state agency.

*Tax Status.* If Fixed Rate Bonds are intended to be tax-exempt, counsel will provide an opinion that interest on the Fixed Rate Bonds will be excluded from gross income for federal income tax purposes. Certain Fixed Rate Bonds may also be exempt from state personal income tax.

Some Fixed Rate Bonds (or a portion of those being issued) may be taxable, meaning that interest on the Fixed Rate Bonds will be included in gross income for federal income tax purposes.

### **Security**

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below. The security for Fixed Rate Bonds will vary, depending on whether they are general obligation bonds, revenue bonds, conduit bonds or other types.

#### *General Obligation Bonds*

“General obligation bonds” are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to state constitutional property tax millage limits (an unlimited tax general obligation bond). The term “limited” tax is used when such limits exist. General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

#### *Revenue Bonds*

“Revenue bonds” are debt securities that are payable only from a specific source or sources of revenues that are generated from a particular enterprise or service you offer, such as water, electricity, sewer, health care, housing, transportation, toll roads and bridges, parking, parks and recreation fees, and stadiums and entertainment facilities. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants, license or user fees, or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may

differ widely based on state law, the type of issuer, the type of revenue stream and other factors. Some revenue bonds may be backed by your full faith and credit or moral obligation. A moral obligation is a non-binding covenant by you to make a budget recommendation to your legislative body to appropriate moneys needed to make up any revenue shortfall in order to meet debt service obligations on the revenue bonds, but the legislative body is not legally obligated to make such appropriation.

Certain revenue bonds may be structured as certificates of participation, which are instruments evidencing a pro rata share in a specified pledged revenue stream, usually lease payments that are typically subject to annual appropriation. With certificates of participation, the lessor or party receiving payments assigns those payments to a trustee that distributes them to the certificate holders. Certificates of participation do not constitute general obligation indebtedness of the issuer or municipality and are not backed by a municipality's full faith and credit or taxing power. Certificates of participation are payable solely from specific revenue sources.

#### *Tax Increment or Tax Allocation Bonds*

"Tax increment" or "tax allocation" bonds are a form of revenue bonds that are payable from the incremental increase in taxes realized from any appreciation in property values resulting from capital improvements benefitting the properties located in a particular location such as a tax incremental district. They are commonly used to redevelop, add infrastructure or otherwise improve a blighted, neglected or under-utilized area to encourage development in that area. Tax increment bonds may also be payable from increased sales taxes generated in a designated district. The proceeds of an issuance of tax increment or tax allocation bonds are typically applied to pay the costs of infrastructure and other capital improvements in the designated district. The incremental taxes or other revenues may not be sufficient to meet debt service obligations on the tax increment or tax allocation bonds. Some tax increment or tax allocation bonds may also be backed by an issuer's full faith and credit or moral obligation.

#### *Conduit Bonds*

Conduit revenue bonds may be issued by a governmental issuer acting as conduit for the benefit of a private sector entity or a 501(c)(3) organization (the "borrower" or "obligor"). Industrial revenue bonds are a form of conduit revenue bonds. Conduit revenue bonds commonly are issued for not-for-profit hospitals, health care facilities, educational institutions, single and multi-family housing, airports, industrial or economic development projects, corporations, and student loan programs, among other borrowers or obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the borrower or obligor. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the borrower or obligor defaults.

#### *Charter School Bonds*

Fixed Rate Bonds issued for the benefit of charter schools are a form of conduit revenue bonds. They are issued by a government entity acting as a conduit for the benefit of a charter school. The charter school is the borrower or obligor for the bonds. Principal and interest on charter school bonds normally are paid exclusively from revenues pledged by the charter school. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the charter school defaults.

#### *Financial and Other Covenants*

Issuers of Fixed Rate Bonds (and/or obligors) may be required to agree to certain financial and other covenants (such as debt service coverage ratios) that are designed to protect bond holders. Covenants

are a form of additional security. The failure to continue to meet covenants may trigger an event of default or other adverse consequences to you and/or the obligor giving bond holders certain rights and remedies.

The description above regarding “Security” is only a brief summary of certain possible security provisions for the Fixed Rate Bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the Bonds.

### **Financial Risk Considerations**

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following (generally, the borrower or obligor, rather than you, will bear these risks for conduit revenue bonds):

#### **Issuer Default Risk**

You (or the obligor) may be in default if the funds pledged to secure Fixed Rate Bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you (and/or the obligor) and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds may be able to exercise a range of available remedies against you (or the obligor). For example, if Fixed Rate Bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the Fixed Rate Bonds are revenue bonds, you (or the obligor) may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your (or the obligor’s) credit ratings and may effectively limit your (or the obligor’s) ability to publicly offer bonds or other securities at market interest rate levels. Further, if you (or the obligor) are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you (or the obligor) may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you (or the obligor) are unable to comply with covenants or other provisions agreed to in connection with the issuance of the Fixed Rate Bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

#### **Redemption Risk**

Your (or the obligor’s) ability to redeem Fixed Rate Bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you (or the obligor) may be unable to take advantage of the lower interest rates to reduce debt service. In addition, if Fixed Rate Bonds are subject to extraordinary or mandatory redemption, you (or the obligor) may be required to redeem the bonds at times that are disadvantageous.

#### **Refinancing Risk**

If your (or the obligor’s) financing plan contemplates refinancing some or all of the Fixed Rate Bonds at maturity (for example, if there are term maturities or if a shorter final maturity is chosen than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you (or the obligor) from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds

occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your (or the obligor's) ability to refund the Fixed Rate Bonds to take advantage of lower interest rates.

*Reinvestment Risk*

You (or the obligor) may have proceeds of the Fixed Rate Bonds to invest prior to the time that you (or the obligor) are able to spend those proceeds for the authorized purpose. Depending on market conditions, you (or the obligor) may not be able to invest those proceeds at or near the rate of interest that you (or the obligor) are paying on the bonds, which is referred to as "negative arbitrage".

*Tax Compliance Risk (applicable if the Fixed Rate Bonds are tax-exempt bonds)*

The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS), and, if applicable, state tax laws. You (and the obligor) must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You (and the obligor) also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of the representations or a failure to comply with certain tax-related covenants may cause the interest on the Fixed Rate Bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you (or the obligor) pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you (or the obligor) or the Fixed Rate Bonds or your (or the obligor's) other bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the Fixed Rate Bonds are declared taxable, or if you (or the obligor) are subject to audit, the market price of the Fixed Rate Bonds and/or your (or the obligor's) other bonds may be adversely affected. Further, your (or the obligor's) ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing Fixed Rate Bonds.

*Continuing Disclosure Risk.*

In connection with the issuance of Fixed Rate Bonds, you (and/or the obligor) may be subject to continuing disclosures which require dissemination of annual financial and operating information and notices of material events. Compliance with these continuing disclosure requirements is important and facilitates an orderly secondary market. Failure to comply with continuing disclosure requirements may affect the liquidity and marketability of the Fixed Rate Bonds, as well as your (and/or the obligor's) other outstanding securities. Because instances of material non-compliance with previous continuing disclosure requirements must be disclosed in an official statement, failure to comply with continuing disclosure requirements may also make it more difficult or expensive for you (or the obligor) to market and sell future bonds.

## **FARMERS' MARKET EVENT COORDINATOR AGREEMENT**

THIS 2021 FARMERS' MARKET EVENT COORDINATOR AGREEMENT, (hereinafter this "Agreement") is entered into this 16<sup>th</sup> day of February, 2021, by and between the Town of Cedar Lake, Lake County, Indiana, acting by and through its duly elected and authorized Town Council (hereinafter referred to as "TOWN"), and Kelly Dykstra, an individual and qualified Event Coordinator for the Town Farmers' Market Event in 2019 (hereinafter referred to as "CONTRACTOR").

### **RECITALS**

1. The TOWN seeks to contract with a qualified individual or entity to provide Farmers' Market Event Coordination services in 2021 at the Cedar Lake Town Municipal Complex at 7408 Constitution Avenue, Cedar Lake, Lake County, Indiana; and

2. The TOWN COUNCIL has determined that it is advisable to enter into an independent contractor relationship with the CONTRACTOR in order to have an available trained and qualified individual to provide a Farmer's Market Event Coordinator; and

3. The CONTRACTOR is such a trained and qualified individual fully available to provide Farmers' Market Event Coordination; and

4. The TOWN COUNCIL agrees that it is advisable and necessary to enter into this Agreement with CONTRACTOR in order to have the services of a Farmers' Market Event Coordinator; for the 2021 Town Farmers' Market Event and activities; and

5. The TOWN COUNCIL has determined that a farmers' market will result in substantial benefit to the TOWN by providing an attraction for local citizens and tourists, while allowing produce, food products, and other items to be provided directly to the public by the producers of the products; hence, having a farmers' market is determined by the Town Council to be in the best interest of the TOWN; and

6. The TOWN COUNCIL and CONTRACTOR both seek to guard against potential conflicts, problems or disagreements by setting forth hereafter the terms of this Agreement between them whereby the CONTRACTOR will be engaged as a Farmers' Market Event Coordinator in accordance with the terms of this AGREEMENT.

### **COVENANTS**

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

1. The CONTRACTOR agrees to be contract with the TOWN as Farmers' Market Event Coordinator, to be specifically directed by the Town Administrator of the TOWN, at the Town of Cedar Lake Municipal Complex. The TOWN authorizes CONTRACTOR to operate a Farmers' Market Event activity on the Town-owned Municipal Complex located at 7408 Constitution Avenue, Cedar Lake, Indiana, on the second and fourth Wednesdays, of each month from 1:00 p.m. until 8:00 p.m., beginning on May 12, 2021 and ending on October 27, 2021. This schedule permits appropriate set-up and clean-up of the Farmers' Market Activity operation and equipment for each scheduled



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

2. The Agreement shall be effective upon approval of the TOWN COUNCIL, and shall be in effect from May 12, 2021 through October 31, 2021, subject to the terms hereafter.
3. The CONTRACTOR shall pay the TOWN at the rate of \$ 150.00 per event for utilization of the Town Municipal Complex for the Farmer's Market Event, not to exceed forty (40) vendors. Payment is due on the date of each event to the Town Clerk-Treasurer. If the event shall exceed forty (40) vendors, an additional \$5.00 per vendor shall be paid to the Town. Alternatively, the Town may collect the fees and applications/waivers, and pay CONTRACTOR less the agreed upon fee of \$150.00 per event for forty (40) vendors, and less the fee per vendor exceeding forty (40).
4. All signage for each Event will be provided by the CONTRACTOR. The CONTRACTOR will be responsible for setting the signage on the date of each Event and removal of all signage no later than 9:00 pm on the date of each Event. A banner will be allowed during the term of the contract on the Municipal Complex fence along Morse Street provided said banner is maintained in good condition. The CONTRACTOR will be responsible for the storage of all signs, barricades, banners, etc. used to support the Farmers' Market Event Activity.
5. The CONTRACTOR will be responsible for all communications with vendors, interested persons, and the like.
6. The CONTRACTOR shall be responsible for any damage to TOWN property resulting from its operation of the Farmers' Market Event Activity, other than normal wear and tear.
7. The TOWN shall allow the use of the public restrooms during the Farmers' Market Event Activity hours. Restrooms shall be maintained by the CONTRACTOR.
8. All permits, as well as health department inspections and/or requirements shall be the responsibility of the CONTRACTOR. It will be the responsibility of the CONTRACTOR to ensure all licensing, permits, etc. are obtained and maintained. Copies are to be provided to the Town Administrator by the CONTRACTOR upon request by the TOWN.
9. The Farmers' Market Event Activity shall not interfere with any TOWN programs at the Town Municipal Complex. Town programs and events already scheduled for 2021 include Summer Day Camp and Spring & Fall Soccer.
10. **TOWN and CONTRACTOR Additional Responsibilities.** Town and Contractor Additional Responsibilities are set forth in Exhibit B attached hereto.
11. **MISCELLANEOUS**
  - A. **Independent Contractor.** It is expressly acknowledged and understood by the Parties herein that the CONTRACTOR is a retained Independent Contractor for the purposes of this Agreement and the services for which this Agreement is entered.
  - B. **Benefit.** This Agreement shall be binding upon and inure to the benefit of the parties hereto.

and their respective Heirs, Personal Representatives, Successors and Assigns.

C. **Insurance.** CONTRACTOR shall provide evidence that she has obtained and will maintain insurance and complies with the following provisions:

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

D. **Notices.** All notices herein required shall be in writing and served on the Parties at their respective addresses, by either Personal Service or mailing of a notice by First Class Mail, postage prepaid, to be sufficient service.

**CONTRACTOR:**

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

**TOWN:**

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

Attention: Town Clerk-Treasurer  
Town Administrator  
Town Council President

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

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

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

H. **Independent Contractor Relationship.** The CONTRACTOR is strictly an Independent Contractor, and is not an employee, servant, agent, partner, or joint venturer with the TOWN. The TOWN and TOWN COUNCIL are not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payment which it owes the independent contractor. Neither CONTRACTOR nor its employees shall be entitled to receive any benefits which employees of the TOWN are entitled to receive and shall not be entitled to worker's compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit-sharing, or social security on account of their work for the TOWN. The CONTRACTOR shall be solely responsible for paying its employees, if any. The CONTRACTOR shall be responsible for paying any and all taxes as referred to above.

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

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

J. **Termination Without Cause.** Without cause, either Party hereto may terminate this AGREEMENT after giving five (5) days prior notice as specified in SECTION 10.D. Notices, hereinabove, to the other of intent to terminate without cause. The Parties shall deal with each other in good faith during the five (5) day period after any notice on intent to terminate without cause has been given.

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

L. **Governing Law and Invalidity.** This AGREEMENT shall be governed and enforced by the Laws of the State of Indiana, and it is agreed the Indiana State Courts in Lake County, Indiana, shall have exclusive jurisdiction of any dispute under this AGREEMENT. Wherever possible, each provision of this AGREEMENT shall be interpreted in such a manner as to be effective and valid under applicable law or, if invalid under such law, said provision shall be the remainder of such provision the remaining provisions of this AGREEMENT.

M. **Public Action.** This AGREEMENT has been approved by affirmative action of the TOWN COUNCIL of the Town of Cedar Lake, Lake County, Indiana, at a Public Meeting of the TOWN COUNCIL, after a motion duly made and seconded, on the 16 day of Feb., 2021, by a vote of 7 in favor and 0 against, and whereby the TOWN COUNCIL President and Clerk-Treasurer, respectively, were authorized and directed to execute and enter this Agreement on behalf of the TOWN in their representative capacities.

ALL OF WHICH IS AGREED TO THIS 16 DAY OF February, 2021.

**CONTRACTOR**

By: 

Printed: Kelly Dykstra

Address: 13701 Lauerman #70  
Cedar Lake, IN 46303

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

By: 

Randell C. Niemeyer, President

ATTEST: 

Jennifer N. Sandberg,  
Clerk-Treasurer

## **EXHIBIT A**

### **Insurance Requirements for use of Town Complex – special events**

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

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

#### **Commercial General Liability (Occurrence Form)**

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

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

#### **Automobile Liability**

\$1,000,000 each accident

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

#### **Workers Compensation and Employer's Liability**

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

#### **Umbrella Liability**

Each Occurrence and Aggregate	\$1,000,000
-------------------------------	-------------

The above coverages must be placed with an insurance company with an A.M. Best rating of A-; VII or better.

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

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

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

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

*Blanket additional insured is not sufficient)*

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

## EXHIBIT B

### CONTRACTOR

Responsible for :

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

### TOWN

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

## **Insurance Requirements for use of Town Complex – special events**

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

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

### **Commercial General Liability (Occurrence Form)**

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

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

### **Automobile Liability**

\$1,000,000 each accident

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

### **Workers Compensation and Employer's Liability**

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

### **Umbrella Liability**

Each Occurrence and Aggregate	\$1,000,000
-------------------------------	-------------

The above coverages must be placed with an insurance company with an A.M. Best rating of A-:VII or better.

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

Please list the following entity as an **ADDITIONAL INSURED** on the General Liability insurance policy.  
Town of Cedar Lake, IN, its subsidiaries, affiliates, board members, directors, officers, and employees as Additional Insureds for all liability arising out of ongoing operations and completed operations.  
*(Use forms CG2010 07 04 and CG2037 07 04 or equivalent forms providing similar coverage.  
Blanket additional insured is not sufficient)*

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

### **PERMANENT EASEMENT**

THIS PERMANENT EASEMENT AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between BEACON POINTE OF CEDAR LAKE LLC, "GRANTOR", and THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, acting by and through its duly elected TOWN COUNCIL, "GRANTEE".

GRANTOR states and represents that it owns and has title to certain Real Estate located in Cedar Lake, Lake County, Indiana, and seeks to grant and convey an Easement to GRANTEE for utility, public improvement and all related public use purposes over the Real Estate.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by GRANTOR, GRANTOR does hereby grant, convey and warrant unto the GRANTEE, its successors and assigns, forever, a perpetual Easement with the right, privilege and authority in GRANTEE, at its own expense, to enter upon, dig, lay, erect, construct, install, reconstruct, operate, maintain, patrol, continue, repair, keep in repair, deepen, replace and renew public utilities and public improvements as shall be hereafter located and constructed in, on, upon, along, under, over and across the Real Estate owned by GRANTOR, and situated Cedar Lake, Lake County, Indiana, and is more particularly described as follows, namely:

PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M., IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID NORTHEAST 1/4; THENCE NORTH 89°31'34", ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, 685.03 FEET TO THE EAST LINE OF CENTENNIAL VILLAS – PHASE 1, RECORDED IN PLAT BOOK 114, PAGE 68, IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE NORTH 00°05'21" WEST, ALONG SAID EAST LINE, 30.29 FEET; THENCE NORTH 89°54'39" EAST, 685.00 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID NORTHEAST 1/4; THENCE SOUTH 00°05'21" EAST, ALONG SAID EAST LINE, 37.02 FEET TO THE POINT OF BEGINNING.

The GRANTEE shall have the right, at its expense, to enter along, over and upon the Easement for the public purposes permitted herein, at will, and to make such alterations and improvements therein as may be necessary or useful for such public purposes; further, the GRANTEE shall have the right of ingress and egress over adjoining premises; further, the GRANTEE shall have the right in ingress and egress over adjoining premises and lands when necessary and without doing damage to the adjoining lands, and only for temporary periods, and shall not otherwise enter upon lands adjoining said Easement.

The GRANTEE covenants that in the installation, maintenance or operation of the public utility and public improvements, and appurtenances under, upon, over and across the Real Estate in which the Easement is hereby granted, it will, at its own expense, restore the area disturbed by its work to as near the original condition as is practicable.

The GRANTOR covenants for GRANTOR, GRANTOR'S grantees, heirs, personal representatives, successors and assigns, that GRANTOR shall not erect or maintain any building or other structure or obstruction on or over the Easement granted herein, and gives the GRANTEE the right to remove any such obstruction, or grant additional Easements over, across or on the Real Estate in which the perpetual Easement is hereby granted, except by express written permission from the GRANTEE, in accordance with the terms thereof, which permission, when in writing and recorded, shall run with the Real Estate.

Full right and authority is hereby granted unto the GRANTEE, its successors and assigns, to assign or convey to another or others, this grant of Easement.

The GRANTOR hereby covenants that GRANTOR is the owner in fee simple of the Real Estate, is lawfully seized thereof, and has good right to grant and convey the foregoing Easement herein.

This Permanent Easement Agreement shall be binding upon GRANTOR, GRANTOR'S heirs, personal representatives, successors and assigns, and upon all other parties claiming by, through or under GRANTOR, and the same shall inure to the benefit of the GRANTEE herein, and its successors and assigns.

The undersigned Person or Persons executing this Permanent Easement on behalf of Beacon Pointe of Cedar Lake LLC represents and certifies that he is duly authorized, is fully empowered to execute and deliver this instrument, and that all necessary entity action for the entry into this Permanent Easement Agreement has been taken and done.

IN WITNESS WHERE the Parties hereto have duly executed this GRANT of Permanent Easement instrument this 11th day of February, 2022.

BEACON POINTE OF CEDAR LAKE LLC

  
Name: Dean Schilling

Its: Manager-Member

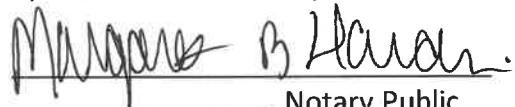
STATE OF INDIANA     )  
                                      ) SS:  
COUNTY OF LAKE     )

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Dean Schilling as Manager-Member of Beacon Pointe of Cedar Lake, LLC and acknowledged the execution of the foregoing Permanent Easement Agreement instrument.

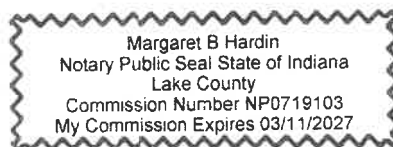
IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal.

My Commission Expires

3/11/2027

  
\_\_\_\_\_, Notary Public

Resident of Lake County, Indiana





**Acceptance by Town:**

This conveyance is accepted by the Town of Cedar Lake, Lake County, Indiana after action at a public meeting of the Town Council of the Town of Cedar Lake, Lake County, Indiana, and whereby the Town Council President and Town Clerk-Treasurer, respectively, were duly authorized to execute and attest this acceptance and acknowledgement.

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA,  
a Municipal Corporation

By: \_\_\_\_\_  
Randy Niemeyer, Town Council President

Attest: \_\_\_\_\_  
Jennifer N. Sandberg, Clerk-Treasurer

STATE OF INDIANA    )  
                                  ) SS:  
COUNTY OF LAKE    )

Before me, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared RANDY NIEMEYER, not individually, but as President of the Town Council of the Town of Cedar Lake, Lake County, Indiana, as the duly authorized Purchasing Agent of the Town, and JENNIFER N. SANDBERG, not individually, but as Clerk-Treasurer of the Town of Cedar Lake, Lake County, Indiana, who acknowledged the execution of the foregoing Permanent Easement Agreement as such Officers in such capacity for and on behalf of the Town of Cedar Lake, Lake County, Indiana.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal.

My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_, Notary Public  
Resident of Lake County, IN

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. s/ Kevin V. Hunt

Document prepared by: Kevin Hunt, Esq., Schilling Development, 8900 Wicker Ave., St. John, IN 46373

**PERMANENT EASEMENT AGREEMENT**

THIS PERMANENT EASEMENT AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between LUCAS HOUGH, "GRANTOR", and THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, acting by and through its duly elected TOWN COUNCIL, "GRANTEE".

GRANTOR states and represents that it owns and has title to certain Real Estate located in Cedar Lake, Lake County, Indiana, and seeks to grant and convey a Permanent Easement to GRANTEE for public roadway and related improvement purposes, and all other related and incidental public use purposes over the Real Estate.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by GRANTOR, GRANTOR does hereby grant, convey and warrant unto the GRANTEE, its successors and assigns, a PERMANENT EASEMENT with the right, privilege and authority in GRANTEE, at its own expense, to enter upon, dig, lay, erect, construct, install, reconstruct, operate, maintain, patrol, continue, repair, keep in repair, deepen, replace and renew public roadway, utilities, and all related public improvements as shall be hereafter located and constructed in, on, upon, along, under, over and across the Real Estate owned by GRANTOR, and situated in Cedar Lake, Lake County, Indiana, namely:

(See attached Legal Description as Exhibit "A")

The GRANTEE shall have the right, at its expense, to enter along, over and upon the Permanent Easement for the public purposes permitted herein, at will, and to make such alterations and improvements therein as may be necessary or useful for such public purposes; further, the GRANTEE shall have the right of ingress and egress over adjoining premises and lands when necessary and without doing damage to the adjoining lands, and only for temporary periods, and shall not otherwise enter upon lands adjoining said Permanent Easement.

The GRANTEE covenants that in the installation, maintenance or operation of the public roadway and all related public improvements, and appurtenances under, upon, over and across the Real Estate in which the Permanent Easement is hereby granted, it will, at its own expense, restore the area disturbed by its work to as near the original condition as is practicable.

The GRANTOR covenants for GRANTOR, GRANTOR'S Grantees, Heirs, Personal Representatives, Successors and Assigns, that GRANTOR shall not erect or maintain any building or other structure or obstruction on or over the Permanent Easement granted herein, and gives the GRANTEE the right to remove any such obstruction, or grant additional Easements over, across or on the Real Estate in which the Permanent Easement is hereby granted, except by express written permission from the GRANTEE, in accordance with the terms thereof, which permission, when in writing and recorded, shall run with the Real Estate.

Full right and authority is hereby granted unto the GRANTEE, its successors and assigns, to assign or convey to another or others, this Grant of Permanent Easement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this PERMANENT EASEMENT AGREEMENT this       day of       , 2022.

By: Lucas Hough  
LUCAS HOUGH

Before me, the undersigned, a Notary Public in and for said County and State, on this 24 day of February, 2022, personally appeared LUCAS HOUGH, who acknowledged the execution of the foregoing PERMANENT EASEMENT AGREEMENT as his voluntary act and deed in his representative and authorized capacity.

My Commission Expires: 11-17-23

Commission No.: 675661

Notary Public  
Resident of Lake County, IN



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February 24, 2022

To: Cedar Lake Town Council  
7408 Constitution Ave  
Cedar Lake, IN 46303

From: Cedar Lake Board of Safety  
Cedar Lake, IN 46303

**RE: Approval for Purchase of 4 Vehicles**

Dear Cedar Lake Town Council:

At the Wednesday, February 23, 2022 Cedar Lake Board of Safety meeting, the Board discussed their support of the Police Department purchasing 4 black Dodge Chargers and were in support of ghost graphics on 3 of the 4 (4<sup>th</sup> one to remain black unmarked car).

The Cedar Lake Board of Safety made motion and voted unanimously 5:0 to send Favorable Recommendation to the Cedar Lake Town Council to approve allowing the Cedar Lake Police Department to go ahead with this purchase.

Please consider this at your next Town Council meeting for approval. If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Lester C. Kaper".

Lester C. Kaper  
Cedar Lake Board of Safety Chairman

## Town of Cedar Lake

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

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



### Board and Commission Application

Name: Benjie Kincheloe Driver's License #: [REDACTED]

Street Address: 10004 W 128th Place Cedar Lake, IN 46303 P.O. Box

Home Phone:  Work Phone: [REDACTED]

Cell Phone: [REDACTED] E-mail: [REDACTED]

When would be the best time to reach you? Any

Political Affiliation  Democrat  Republican  Other x None  
(Choose one)

**Please select the Board and/or Commission you wish to serve:** (Choose one)

- |  |   |
|--|---|
| <input type="checkbox"/> Board of Safety         | <input type="checkbox"/> Redevelopment Commission     |
| <input type="checkbox"/> Board of Zoning Appeals | <input checked="" type="checkbox"/> Storm Water Board |
| <input type="checkbox"/> Plan Commission         |   |

Please explain briefly why you wish to serve on this Board or Commission. What qualities do you possess that would be beneficial to serving the people of Cedar Lake?

I am a certified safety professional as well I have been in the Enviornmental, Health, and Safety Field for the past 15 years.

I am also a Certified Hazardous Material Manager, and know the effects that has on the enviornmental side.

I have been in charge of Storm Water Programs in many states some of them being; IN, CA, OR, WA, FL, NY just to name

a few. Attached you will find a letter of recommedation for my field from Congressman Seth Molton that I served with over

10 years in the Marine Corps with in both Iraq and Afghanistan. Also you will find my CSP, CHMM, and Driver license.

Applicant must be a resident of Cedar Lake and have proof of such residency. Proof of residency shall consist of a valid driver's license or state identification card. Please attach a copy to this application.

I swear and affirm under the penalties for perjury, that the information, statement(s) and representation(s) contained herein is (are) accurate and true to the best of my knowledge and belief. I understand and acknowledge that I may be called to testify under oath concerning the matters I have documented here.

Signature of Applicant [REDACTED] Date: 2/9/2022

The Town of Cedar Lake will conduct background checks on all applicants.

Please attach any references and/or pertinent information.

*Town of Cedar Lake*

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

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



## Board and Commission Application

Name: James Edward Chambers Driver's License #: [REDACTED]

Street Address: 6333 W. 133rd Avenue P.O. Box

Home Phone:  Work Phone: [REDACTED]

Cell Phone: [REDACTED] E-mail: [REDACTED]

When would be the best time to reach you? Anytime

Political Affiliation (Choose one)  Democrat  Republican  Other X None

**Please select the Board and/or Commission you wish to serve:** (Choose one)

- |  |   |
|--|---|
| <input type="checkbox"/> Board of Safety         | <input type="checkbox"/> Redevelopment Commission     |
| <input type="checkbox"/> Board of Zoning Appeals | <input checked="" type="checkbox"/> Storm Water Board |
| <input type="checkbox"/> Plan Commission         |   |

Please explain briefly why you wish to serve on this Board or Commission. What qualities do you possess that would be beneficial to serving the people of Cedar Lake?

Strong desire to serve the community in which I reside. Moved to Cedar Lake in November 2021 and would like to help the  
town any way I can. I am a licensed Professional Engineer (Civil), and hold certifications in both Floodplain Management  
and erosion/sediment control.

Applicant must be a resident of Cedar Lake and have proof of such residency. Proof of residency shall consist of a valid driver's license or state identification card. Please attach a copy to this application.

I swear and affirm under the penalties for perjury, that the information, statement(s) and representation(s) contained herein is (are) accurate and true to the best of my knowledge and belief. I understand and acknowledge that I may be called to testify under oath concerning the matters I have documented here.

Signature of Applicant [REDACTED] Date: 02/09/2022

The Town of Cedar Lake will conduct background checks on all applicants.

Please attach any references and/or pertinent information.