



TOWN COUNCIL PUBLIC MEETING AGENDA

June 7, 2022 - 7:00 PM

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

PRESENTATIONS:

1. Bob Gross of CLEA
2. Swearing in of New Fire Department Volunteers
 - a. Earlyne Long
 - b. Connor Reilly
 - c. Michael Richardson

PUBLIC HEARING:

1. **Ordinance No. 1417 – Public Way Vacation – Gasche**
2. **Resolution No. 1308, Additional Appropriation** for the **General Fund** in the amount of **\$80,000** and **CCMG Funds** in the amount of **\$898,339.75**

PUBLIC COMMENT (*on agenda items*):

CONSENT AGENDA:

1. **Minutes:** May 17, 2022
2. **Claims:** All Town Funds: \$411,646.48; Wastewater Operating: \$120,957.78; Water Utility: \$105,120.66; Storm Water: \$18,382.10; and Payroll: 5/26/2022 and 6/1/2022: \$248,413.68;
3. **Alcohol Waiver Request:** Mary Kirn is requesting a waiver from the Town's policy of no alcohol allowed at the clubhouse to serve mimosas at her daughter's bridal shower on July 23, 2022. She will hire CLPD for security upon approval.
Motion to accept and waive the reading of the Minutes, accept the Consent Agenda as listed.

ORDINANCES & RESOLUTIONS:

1. **Ordinance No. 1397:** System Wide Development Ordinance (*first reading 9/07/21*)
2. **Ordinance No. 1420:** Amending Responsible Bidders Regulations
3. **Resolution No. 1307:** Purchase of a Total Patcher T-7500

BZA/Plan Commission:

1. Letter of Credit– Extension of Performance LOC for Hanover Community School Corporation in the amount of **\$373,557.25** (*This received a favorable recommendation from the Plan Commission on May 18, 2022.*)

2. Letter of Credit– Extension of Performance LOC for Robert R. Henn and Richard Henn in the amount of **\$868** *(This received a favorable recommendation from the Plan Commission on May 18, 2022.)*
3. Letter of Credit– Extension of Performance LOC for Beacon Pointe Unit 4 in the amount of **\$99,032.17**
4. Variance of Use – 141 Partners; Use Variance is to allow personal storage building in a B-2 Zoning District *(This received a favorable recommendation from the BZA on May 12, 2022.)*
5. Variance of Use – El Jimador; Use Variance is to allow outdoor dining and the serving of alcoholic beverages at a restaurant in a B-1 Zoning District *(This received a favorable recommendation from the BZA on May 12, 2022.)*
6. Variance of Use – Creative Dermal Restoration LLC; Use Variance to allow medical tattoo / tattoo removal studio in a B-1 Zoning District *(This received a favorable recommendation from the BZA on May 12, 2022.)*
7. Ordinance No. 1419 – MacArthur School Rezone to a PUD *(This received a favorable recommendation from the Plan Commission on June 1, 2022.)*

NEW BUSINESS:

1. Lake Ecosystem Restoration Project SDF Stage 2: Bid Award
2. Enforcement of Patrolman Sterk's Contract
(This received a favorable recommendation from the Board of Safety on May 25, 2022.)
3. Approve Use of Park Impact Fees in the amount of **\$9,300** to Pay for Survey Work for the Rights-of-Way for Founders Creek Trail
(This received a favorable recommendation from the Park Board on May 26, 2022.)
4. Change Order No. 2: West Lake HMA Overlay Project price increase in the amount of **\$19,031.67** for a new contract price of **\$212,291.17** with Milestone Contractors North, Inc.
5. Pay Order No. 2: Payable to Milestone Contractors North, Inc. for the West Lake HMA Overlay Project in the amount of **\$85,894.18**
6. Acceptance of Huseman Easement

REPORTS:

1. Town Council
2. Town Attorney
3. Clerk-Treasurer
4. Town Manager
5. Director of Operations
6. Police Department
7. Fire Department
8. Veridus Report

WRITTEN COMMUNICATION:

PUBLIC COMMENT:

ADJOURNMENT:

PRESS SESSION:

NEXT MEETING: Tuesday, June 21, 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.

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1417

AN ORDINANCE VACATING A PUBLIC WAY IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AND ALL MATTERS RELATED THERETO.

WHEREAS, on the 22nd day of April, 2022, the Owners of real property located in the Town of Cedar Lake, Lake County, Indiana, legally described in Exhibit "A" attached hereto, petitioned the Town Council of the Town of Cedar Lake, Lake County, Indiana, to vacate a parcel of platted public way legally described in Exhibit "A" attached hereto; and

WHEREAS, a Public Hearing was held on said Petition, after due notice was provided pursuant to the statutory requirements of I.C. §36-7-3-12, as amended from time to time; and

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Council"), has considered the presentation and petition, as well as any remonstrances made by interested Parties to the vacation of said platted public way as described herein; and

WHEREAS, the Town Council has reviewed the request of the Owner for vacation of the said platted public way, and has determined that the area sought by Owner to be vacated is not necessary to the growth of the area in which it is located, or to which it is contiguous; further, that the vacation of the platted public way sought to be vacated would not eliminate the Public's access to any Church, School, or any other Public building or place; and

WHEREAS, the Town Council has further determined that the said platted public way so described is a platted public way in a residentially zoned subdivision which is not utilized by the Public in any manner, and is not anticipated as needed for such purpose in the future.

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

SECTION ONE: That the described portion of the platted public way identified on Exhibit "A", attached hereto, and located in the Town of Cedar Lake, Lake County, Indiana, be vacated, as petitioned for, subject to any conditions of approval required by the Town Council herein, if applicable.

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

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, Lake County, Indiana, and recordation in the Office of the Recorder of Lake County, Indiana, in conformance with applicable law.

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

Colleen Schieben Member

Ralph Miller, Member

Julie A. Rivera, Member

ATTEST:

Jennifer N. Sandberg, IAMC
Clerk-Treasurer

EXHIBIT A

LOTS 5 AND 6 IN BLOCK 6 IN RESUBDIVISION OF LOTS 1 AND 2, 69 AND 70, 89 TO 91, BOTH INCLUSIVE, 160, 161, 255 TO 377, BOTH INCLUSIVE, 382 TO 403, BOTH INCLUSIVE, OF CEDAR POINT PARK, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 21, PAGE 42, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

COMMONLY KNOWN AS: 134TH AND WHITNEY ST, CEDAR LAKE, IN 46303

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

RESOLUTION NO. 1308

AN ADDITIONAL APPROPRIATION

WHEREAS, it has been determined that it is necessary to appropriate more money than was originally appropriated in the annual budget;

NOW, THEREFORE;

Section 1. BE IT RESOLVED by the Town Council of the Town of Cedar Lake, Lake County, Indiana, that for the expenses of the taxing unit the following additional sums of money are hereby appropriated out of the funds names and for the purposes specified, subject to the laws governing the same:

Fund Name: General Fund	AMOUNT REQUESTED	AMOUNT APPROVED BY FISCAL BODY
Department: Town Council	\$ 20,000.00	\$ 20,000.00
Major Budget Classification: Other Services and Charges		
Department: Police	\$ 50,000.00	\$ 50,000.00
Major Budget Classification: Supplies		
Department: Fire	\$ 10,000.00	\$ 10,000.00
Major Budget Classification: Supplies		
TOTAL for General Fund:	\$ 80,000.00	\$ 80,000.00
Fund Name: Community Crossing Grant	AMOUNT REQUESTED	AMOUNT APPROVED BY FISCAL BODY
Major Budget Classification: Capital Outlays	\$898,339.75	\$898,339.75
TOTAL for Community Crossing Grant:	\$898,339.75	\$898,339.75

Adopted this 7th day of June, 2022 by the Town Council of the Town of Cedar Lake, Lake County, Indiana

NAY

AYE

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ATTEST:

Jennifer N. Sandberg, IAMC
Clerk-Treasurer

June 7, 2022

ALL TOWN FUNDS	\$411,646.48
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WASTEWATER OPERATING	\$120,957.78
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WATER UTILITY	\$105,120.66
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STORM WATER	\$18,382.10
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PAYROLL 5/26, 6/1/22	\$248,413.68
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5-27-2022

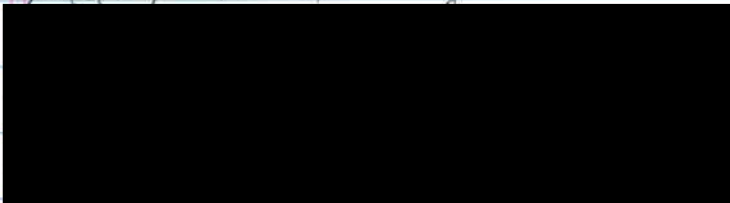
Town Council,

My name is Mary Kirn, I reserved the monastery clubhouse on Saturday July 23, 2022 for a Bridal Shower.

I would like to request permission to serve mimosa drinks. I would need a police officer for security as required. I invited 75 people to this event, please let me know if there is anything else I need to do.

Mary Kirn

Mary Kirn



TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO.: 1397

AN ORDINANCE OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AMENDING THE TOWN WATER UTILITY SYSTEM DEVELOPMENT CHARGE RATE TO ESTABLISH A SINGLE RATE FOR THE SYSTEM DEVELOPMENT CHARGE AUTHORIZED AND APPROVED TO BE COLLECTED UNDER TARIFFS APPROVED BY THE INDIANA UTILITY REGULATORY COMMISSION, REPEALING ALL WATER UTILITY RATE ORDINANCES, OR PARTS THEREOF, IN CONFLICT HERewith, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Council"), has previously passed and adopted its Town Ordinance No. 1341 related to amendment of water rates and charges for the Municipal Waterworks System operated by the Town; and

WHEREAS, The Town Council has authorized and filed its Petition to the Indiana Utility Regulatory Commission pertaining to the rates and charges for the Town Waterworks System in Cause No. 45180, which petition, after administrative proceedings, was approved July 10, 2019, by the Indiana Utility Regulatory Commission hereinafter, the ("IURC"); and

WHEREAS, the Town Council has been informed and advised, after its review of the Order of the IURC issued July 10, 2019, pertaining to establishment and implementation of a System Development Charge ("SDC") for water utility service in an area of the Town Water Utility Service Territory known as the "Eastside District"; and

WHEREAS, the Town Council is further informed and advised that the IURC agreed with each of the Town and the Office of the Utility Consumer Counselor (hereinafter, the "OUCC"), that it would be appropriate for the Town to seek a rate adjustment in the future to insure that its rates and charges are appropriate in light of the capital additions and the revenues from new customers; further, the IURC also agreed with the Parties that "it is appropriate for Cedar Lake to carefully consider consolidating two (2) or more of its existing tariffs at that time if such consolidation can be accomplished in an appropriate way without significant rate shock to customers."; and

WHEREAS, the Town Council is further informed and advised through the administrative proceedings under the Town Petition for a System Development Charge amendment, as set forth in IURC Cause No. 45180, that such Petition, if any such petition is deemed warranted, should properly be filed on or before September 1, 2021, as a consequence of all other aspects of the Order of the Commission made and entered July 10, 2019; and;

WHEREAS, the Town Council has authorized and retained Town Consultants and experts to prepare and submit a report calculating an appropriate single System Development Charge Rate for new users located in the Town Waterworks System District, as a single rate, for the entire service territory of the Town Municipal Utility and Waterworks System District; and

WHEREAS, the Town Council, based upon the foregoing, has authorized Town Municipal Utility Financial Advisors, Utility Engineering Consultants, Utility Attorneys, and responsible Administrative Staff to prepare and file the Town Petition for a System Development charge for a single system wide water

utility system development rate charge, to the IURC, consistent with legal and administrative requirements for such submission; and

WHEREAS, the Town Consultants and Administrative Staff have completed, for filing, prosecution and completion, the Town Petition for administrative proceedings before the IURC for a Town system wide water utility system development charge rate, upon which, on the _____ day of _____, 2022, the IURC has issued its Order of the Commission on said Town Petition for establishment and implementation of a single system wide water utility system development charge rate; further, that such petition filing administrative proceedings were conducted in conformance with applicable law, including notice issued to ratepayers for participation and intervention; and

WHEREAS, the Town Council, being duly advised in the issuance of the Order of the IURC approving said Town petition for a single system water utility system development charge rate for water utility service Town wide, and to be charged uniformly to all new users in the Town water utility service territory, now concludes that it is appropriate, advisable, and in the best interests of property owners served by the Town's municipal water utility uniformly through the entirety of the Town water utility service territory, that the order of the IURC be ratified, affirmed, and implemented, and that an establishment Ordinance be adopted for such purposes.

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

SECTION ONE: That there is hereby established a single total system wide water utility system development charge rate for new users in the Town municipal water utility service territory, as approved and ordered by the Indiana Utility Regulatory Commission, and as set forth in the Orders of the Commission, including tariff rate schedule thereto attached (or referenced therein), dated the _____ day of _____, 2022; that a copy of the Order of the IURC on the Petition of the Town for single system wide water utility service district system development charge rates is attached hereto, included herein by reference and marked as Exhibit "A". Further, the SDC schedule and tariff approved by the IURC is attached hereto and incorporated herein by reference as Exhibit "B".

SECTION TWO: That the SDC for water utility service in the Town of Cedar Lake municipal water utility service territory shall be the single and only system development charge rate in the Town municipal water utility for new customers serviced or to be serviced by the Town Waterworks system and utility. The rate approved shall be effective upon adoption of this Ordinance after issuance of approved Order by the IURC with accompanying schedules, reports and tariffs. The entire water utility district for the Town for which the approved SDC is applicable is identified on the map setting forth the water utility service territory boundaries, which is attached hereto, included herein by reference, and attached as Exhibit "C".

SECTION THREE: That the IURC charges and costs incurred, as set forth in said Order of the Commission dated the _____ day of _____, 2022, in the total amount of \$_____, shall be approved hereby, with the Town Clerk-Treasurer directed and authorized to pay same within _____ days from _____, 2022, in conformance with applicable law. All other required charges and costs for which the Town is legally responsible are also authorized to be paid, in conformance with applicable law.

SECTION FOUR: That the Town Council hereby directs that all other requirements of the Order of the IURC in IURC Cause No. _____ pertaining to the Town Petition to establish and implement a single system wide system development charge for water utility service in the Town water utility service

district, as approved by Order of the IURC dated _____, 2022, be fulfilled and completed in the time periods required in conformance with applicable law.

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

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

ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, THIS _____ DAY OF _____, 202__.

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

Randell C. Niemeyer, President

Richard Sharpe, Vice-President

Robert H. Carnahan, Member

John C. Foreman, Member

Colleen Schieben, Member

Ralph Miller, Member

Julie A. Rivera, Member

ATTEST:

Jennifer N. Sandberg, IAMC
Clerk-Treasurer

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE No.: 1420

AN ORDINANCE AMENDING CEDAR LAKE ORDINANCE NO. 1405 TO CLARIFY REQUIREMENTS FOR APPRENTICESHIP PARTICIPATION FOR BIDDERS SUBMITTING BIDS ON TOWN OF CEDAR LAKE PUBLIC WORKS PROJECTS, REPEALING ALL ORDINANCES AND TOWN CODE PROVISIONS, OR PORTIONS THEREOF, IN CONFLICT HERewith, AND ALL MATTERS RELATED THERTO.

WHEREAS, the Town Council (hereinafter, the “Town Council”) of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the “Town”), has reviewed the “Responsible Bidding Practices and Submissions Requirements” Ordinance, being Ordinance No. 1405, regarding requirements for bidders submitting bids on Town of Cedar Lake Public Works projects; and

WHEREAS, the Town Council has the authority to regulate the operation of businesses, crafts, professions, and occupations within the Town, as established by I.C. §36-8-2-10; and

WHEREAS, the Town Council has been informed and advised that as set forth hereinabove, applicable State law also requires bidders to meet or exceed certain minimum requirements in order to be a “responsive and responsible” bidder; and

WHEREAS, the Town Council has determined that this amendment to the “Responsible Bidding Practices and Submission Requirements” enabling Ordinance, and terms and provisions herein will preserve administrative resources by ensuring that only qualified contractors and subcontractors are awarded contracts on public works construction projects in the Town; and

WHEREAS, the Town Council further concurs and agrees that the within amendment to the “Responsible Bidding Practices and Submission Requirements” Ordinance will enhance and assure efficient use of taxpayer dollars, promote public safety, and be in the best interests of the citizens and residents of the Town; and

WHEREAS, the Town Council further concurs and agrees that this amendment to the “Responsible Bidding Practices and Submission Requirements” Ordinance will aid to ensure that any contractor awarded work under the terms and provisions of this Ordinance, as amended from time to time, or any subcontractor at any tier working on a public works project awarded pursuant to the terms and provisions of this Ordinance will utilize properly trained employees as evidenced by said employees’ successful completion of an applicable apprenticeship program approved by and registered with the United States Department of Labor’s Office of Apprenticeship, or its successor organization.

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

SECTION ONE: That Subparagraph “E.”, of **SECTION TWO**, of Cedar Lake Town Ordinance No. 1405, entitled “**Pre-Bid Submission Requirements for Contractors**”, is hereby amended to read, and provide hereafter as follows, namely:

“SECTION TWO: Pre-Bid Submission Requirements for Contractors.

...

E. Evidence of participation in apprenticeship and training programs applicable to the work to be performed on the project which are approved by and registered with the United States Department of Labor’s Office of Apprenticeship, or its successor organization. The required evidence includes but is not limited to a copy of all a copy of all applicable apprenticeship standards or Apprenticeship Agreement(s) for any apprentice(s) who will perform work on the public works project, and evidence that each apprenticeship program has graduated at least five (5) apprentices in each of the past five (5) years for each construction craft the bidder will perform work on the project;

...”

SECTION TWO: Conflicting Ordinances.

That all Ordinances in conflict with this Ordinance are hereby repealed, and any provisions stated elsewhere in this Ordinance and any other Ordinances which are inconsistent with the terms of this Ordinance, are deemed null and void.

SECTION THREE: Severability.

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 determination shall not affect any other section, clause, provision or portion of this Ordinance.

SECTION FOUR: Effective date.

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

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

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

RANDELL C. NIEMEYER, President

RICHARD SHARPE, Vice-President

JULIE A. RIVERA, Councilmember

COLLEEN SCHIEBEN, Councilmember

ROBERT H. CARNAHAN, Councilmember

RALPH MILLER, Councilmember

JOHN C. FOREMAN, Councilmember

ATTEST:

JENNIFER N. SANDBERG, IAMC,
Clerk Treasurer

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

RESOLUTION NO. 1307

**A RESOLUTION OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA,
APPROVING THE TRANSFER OF A SPECIFIC WARREN TOTAL PATCHER T-7500
VEHICLE AND EQUIPMENT TO THE TOWN OF CEDAR LAKE FROM
THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA,
AND ALL MATTERS RELATED THERETO.**

WHEREAS, the Town of Cedar Lake, Lake County, Indiana (hereinafter, the “Town of Cedar Lake”), is a Governmental Entity and Unit of Local Government in the State of Indiana, under the jurisdiction and governance of its duly elected legislative body, the Cedar Lake Town Council; and

WHEREAS, the Town of St. John, Lake County, Indiana (hereinafter, the “Town of St. John”), is a Governmental Entity and Unit of Local Government in the State of Indiana, under the jurisdiction and governance of its duly elected legislative body, the St. John Town Council; and

WHEREAS, the Town of Cedar Lake and the Town of St. John are both governing bodies which exist to conduct the business of local government for its citizens under the provisions of the Indiana Code, as same is amended from time to time; and

WHEREAS, the Town of St. John owns a certain specific vehicle and accompanying equipment, namely, a Warren Total Patcher T-7500, which is registered and identified under VIN NO: 1W9BP1427AP458099 (hereinafter, the “Equipment”), which is a vehicle and equipment used to patch/repair potholes on public ways in the Town of St. John; further, that the Equipment is no longer of use or need by the Town of St. John; and

WHEREAS, the Town of Cedar Lake has been informed and advised of the interest by the Town of St. John to dispose and transfer the Equipment as a consequence of no longer needing same, and agrees that a transfer of said Equipment to the Town of Cedar Lake is an appropriate action for the Town of St. John; and

WHEREAS, the Town of Cedar Lake and the Town of St. John are informed and advised that the provisions of I.C. §36-1-11-8, as amended, permit the transfer of property between governmental entities upon terms and conditions agreed upon by the entities, and which is evidenced by adoption of substantially identical resolutions approving such transfer of the Equipment by each entity; and

WHEREAS, the Town of Cedar Lake and the Town of St. John agree hereby to enter into substantially identical Resolutions for approval of the transfer of the Equipment by the Town of St. John to the Town of Cedar Lake as such action promotes and enhances cooperation with each

other for mutual benefit to the residents and citizens of each of the Town of Cedar and the Town of St. John; and

WHEREAS, the Town of Cedar Lake now agrees that it is in the best interests of the residents and citizens of Cedar Lake to purchase the Equipment from the Town of St. John, and the Town of St. John agrees that it is in the best interests of the Town of St. John to transfer and sell said Equipment to the Town of Cedar Lake for the amount agreed upon by each of the Towns, and all other lawful requirements, as set forth hereinafter; and

WHEREAS, the Town of Cedar Lake and the Town of St. John now seek to approve, by substantially identical Resolutions of each entity, the sale of the Equipment by the Town of St. John to the Town of Cedar Lake, and the Town of Cedar Lake purchase of the Equipment from the Town of St. John.

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

SECTION ONE. That the Town of St. John, by its adopted Town of St. John Resolution No: _____, has approved the sale of the Equipment to the Town of Cedar Lake upon the terms set forth hereinafter.

SECTION TWO. That the Recital provisions set forth in this approval Resolution hereinabove are incorporated herein, and are each made an integral part hereof.

SECTION THREE. That each of the Town of Cedar Lake and the Town of St. John agree and concur that each Governmental Entity party to this transaction are Governmental Entities authorized to transfer property pursuant to the provisions of I.C. §36-1-11-8, as amended, as well as to contract pursuant to the provisions of I.C. §36-1-4-7, also as amended. Pursuant to such statutory authority, the Town of Cedar Lake acknowledges that the Town of St. John hereby will sell to the Town of Cedar Lake, and that the Town of Cedar Lake will hereby purchases from the Town of St. John the Warren Total Patcher T-7500, VIN No: 1W9BP1427AP458099 for the sum of Eighteen Thousand Dollars (\$18,0000.00).

SECTION FOUR. That each of the Towns of Cedar Lake and St. John will execute any and all documents necessary or required to effectuate the sale of the Equipment by the Town of St. John to the Town of Cedar Lake, which signature execution shall be by the duly designated representatives of each Town.

SECTION FIVE: That this Resolution shall take effect, and be in full force and effect, from and after execution of the latter of the Towns to approve the substantially identical Resolutions for this transaction, and deliver same to the other participating Town Governmental Entity.

SECTION SIX: That this Resolution shall further only take effect, and be in full force

and effect, from and after its passage and approval by the Town Council of the Town of Cedar Lake, Lake County, Indiana, in conformance with applicable law, subject to the provisions of the proceeding SECTION hereto.

ALL OF WHICH IS PASSED AND ADOPTED THIS _____ DAY OF _____, 2022, BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.

TOWN OF CEDAR LAKE, LAKE COUNTY,
INDIANA, A MUNICIPAL CORPORATION

Randell C. Niemeyer, President

Richard Sharpe, Vice-President

Robert H. Carnahan, Member

John C. Foreman, Member

Colleen Schieben, Member

Ralph Miller, Member

Julie A. Rivera, Member

ATTEST:

Jennifer N. Sandberg, IAMC Clerk-Treasurer



000090109490-01226147004212022

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.: [REDACTED]

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 05-24-2023 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 04-21-2022," 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: [REDACTED]

Page 2

Dated: April 21, 2022

LENDER:

CENTIER BANK

By:

[REDACTED]
Lupita Pacheco Lopez, Business Banking Officer

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures
------	---------------	--------------------	----------------------

CENTIER BANK
Business Banking Highland
600 E 84th Avenue
Merrillville, Indiana 46410

Irrevocable Letter of Credit No. [REDACTED]
Subdivision/Entity: HANOVER COMMUNITY SCHOOL CORPORATION
9520 W 133rd Avenue
Cedar Lake, Indiana 46303

Accepting the Performance Letter of Credit.

ALL OF WHICH IS ACKNOWLEDGED AND ACCEPTED THIS _____ DAY OF _____,
2022, 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

May 13, 2022

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 Replacement Standby Letter of Credit No. [REDACTED], which is attached hereto in the amount of Eight Hundred Sixty-Eight and 00/100 Dollars (\$868.00) dated May 13, 2022 in your favor. This will certify that Greg Bracco, SVP, Chief Business Banking Officer, is authorized to provide and execute the attached Irrevocable Replacement 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. Upon receipt of the Irrevocable Replacement Standby Letter of Credit, please return original Letter of Credit No. [REDACTED] to us.

Sincerely,

Todd Scheub, President

Attachment: Letter of Credit No. [REDACTED]

TS/ns



Loan Center
9204 Columbia Avenue
Munster, Indiana 46321
219.853.7500

Irrevocable Replacement Standby Letter of Credit

Date of Issuance: May 13, 2022

Reference Number: [REDACTED]

Replacing Letter of Credit [REDACTED]

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 Replacement Standby Letter of Credit, with reference number [REDACTED] ("**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 \$868.00.

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 13, 2025.

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

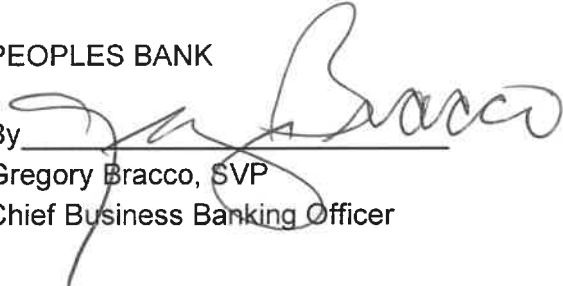
By 
Gregory Bracco, SVP
Chief Business Banking Officer

EXHIBIT A

FORM OF DEMAND FOR PAYMENT

Date: [DATE OF DRAWING]

Letter of Credit Reference Number:



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 CL7612LC (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 13, 2022 ("**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 13, 2022 ("**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: _____

PEOPLES BANK
9204 Columbia Avenue
Munster, Indiana 46321

Irrevocable Letter of Credit No. [REDACTED]
Subdivision/Entity: Robert R. Henn and Richard Henn
13733 Wicker Avenue
Cedar Lake, Indiana 46303

Accepting the Performance Letter of Credit.

ALL OF WHICH IS ACKNOWLEDGED AND ACCEPTED THIS _____ DAY OF _____,
2022, 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



Corporate Center
9204 Columbia Avenue
Munster, Indiana 46321
219.836.4400

June 11, 2022

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

Gentlemen:

Peoples Bank, at the request of Beacon Pointe of Cedar Lake, LLC, has provided its Irrevocable Letter of Credit No [REDACTED] (the "Credit"), for Unit 4, which is attached hereto in the amount of Ninety-Nine Thousand Thirty-Two and 17/100 Dollars (\$99,032.17), dated June 11, 2022 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,

Gregory Bracco

Gregory Bracco, SVP
Chief Business Banking Officer

Attachment: Letter of Credit No [REDACTED]

GB/ns



Corporate Center
9204 Columbia Avenue
Munster, Indiana 46321
219.836.4400

IRREVOCABLE LETTER OF CREDIT No. [REDACTED]

Amount \$99,032.17

Expiration Date: December 11, 2022

Date: June 11, 2022

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

Re: Beacon Pointe of Cedar Lake, LLC
Unit 4

Gentlemen:

Please be advised that Peoples Bank (Issuer) has established a Ninety-Nine Thousand Thirty-Two and 17/100 Dollars (\$99,032.17) Letter of Credit ("Credit") for Beacon Pointe of Cedar Lake, LLC ("Applicant") for The Town of Cedar Lake, (hereinafter referred to as "Beneficiary"). For information only, we are informed that this Letter of Credit is for the purpose of insuring Applicant's proper construction and installation of the improvements ("Improvements") in the above-entitled subdivision.

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.

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. December 11, 2022.

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

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

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

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

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

Sincerely,

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:

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 Pointe – Unit 4

Expiration Date: December 11, 2022

This Demand for Payment is presented by Town of Cedar Lake, the Beneficiary, under the Credit with reference number [REDACTED] (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: _____

PEOPLES BANK
9204 Columbia Avenue
Munster, Indiana 46321

Irrevocable Letter of Credit No. [REDACTED]
Subdivision/Entity: Beacon Pointe of Cedar Lake, LLC Unit 4
8900 Wicker Avenue
St. John, Indiana 46373

Accepting the Performance Letter of Credit.

ALL OF WHICH IS ACKNOWLEDGED AND ACCEPTED THIS _____ DAY OF _____,
2022,

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

TOWN COUNCIL
TOWN OF CEDAR LAKE, INDIANA

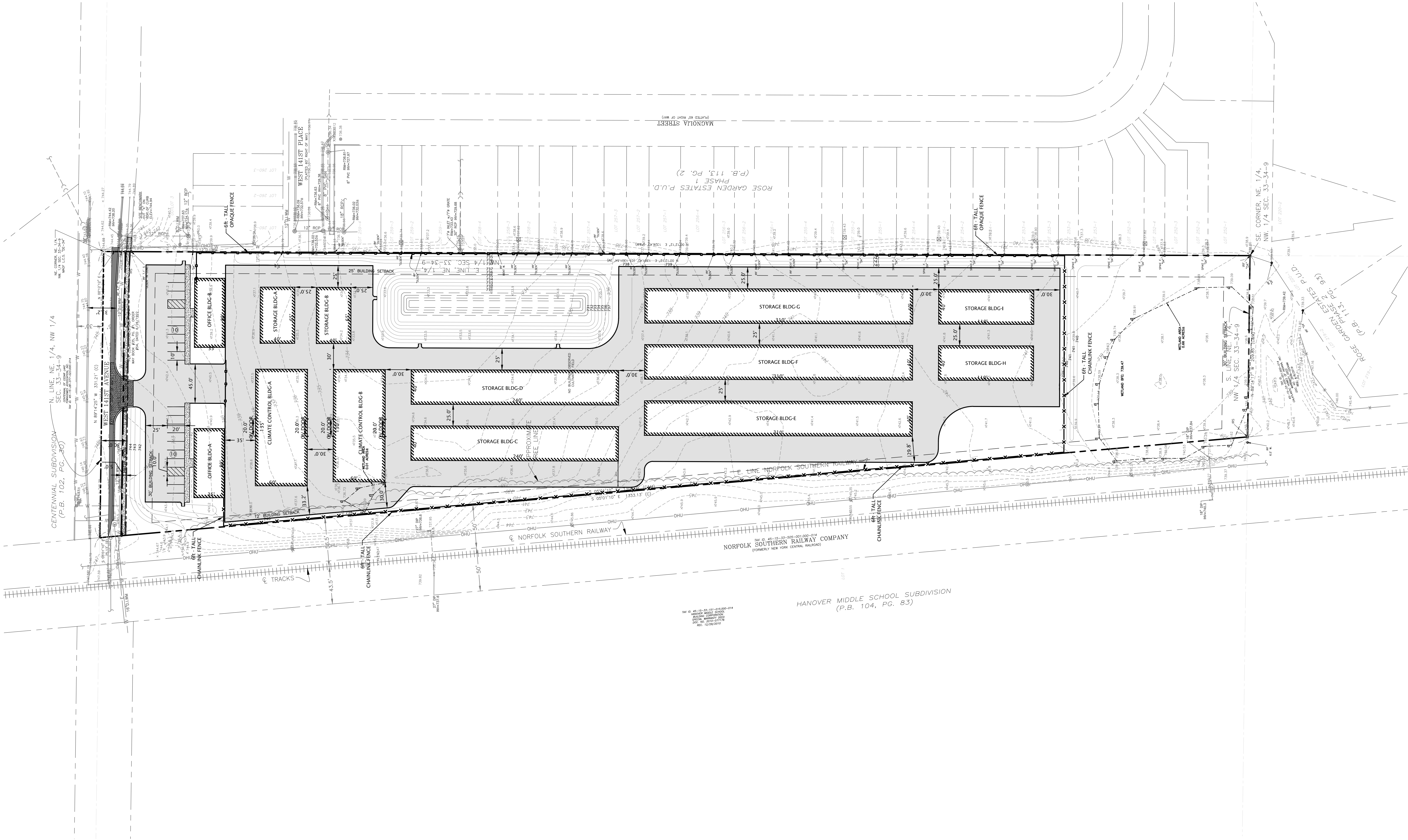
By: _____
Randell C. Niemeyer
Town Council President

ATTEST:

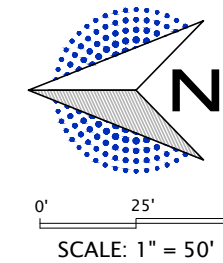
Jennifer Sandberg, IAMC
Clerk-Treasurer







NOT FOR CONSTRUCTION



© COPYRIGHT 2017 DVG TEAM, INC.	
DESIGN BY RJP	DATE 05/13/22
PROJECT NO. 21-1040	
C103	

141 PARTNERS STORAGE

SITE PLAN

DATE:	REVISIONS AND NOTES:

141 PARTNERS LLC
8913 W 142ND
CEDAR LAKE, IN 46303

NOT FOR CONSTRUCTION



1155 Troutwine Road
Crown Point, IN 46307
P: (219) 662-7710
F: (219) 662-2740
www.dvgteam.com

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1419

AN ORDINANCE RECLASSIFYING CERTAIN LANDS IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, FOR ZONING PURPOSES, AND AMENDING ORDINANCE NO. 1402, BEING:

"THE ZONING ORDINANCE OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA",

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, THE 1ST DAY OF MARCH, 2022, AND ALL AMENDMENTS PASSED SUBSEQUENT THERETO.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Council"), pursuant to the provisions of I.C. §36-7-4-600, *et seq.*, did on the 1st day of March, 2022, pass a Zoning Ordinance designated as Ordinance No. 1402; and

WHEREAS, the Town Council by its public meeting action, passed and adopted the Zone Map of the Town of Cedar Lake, at a duly noticed public meeting of the Town Council on the 1st day of March, 2022; and

WHEREAS, the Plan Commission of the Town of Cedar Lake, Lake County, Indiana, has been petitioned by the Owner of certain real property located in the Town of Cedar Lake, Lake County, Indiana, to amend and reclassify said real property (as identified in attached Exhibit "A") for zoning purposes from Chapter 6 R-2 Zoning District Classification to Chapter 9 Planned Unit Development Zoning District Classification; and

WHEREAS, the Plan Commission of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Plan Commission"), did, on the 18th day of May, 2022, pursuant to published notice as required by applicable law, hold a Public Hearing on the advisability and necessity of rezoning said property; further, that the public hearing was continued to its conclusion on June 1, 2022, at the Special Public Meeting of the Town Plan Commission, duly noticed and published for this pending Petition and matter; and

WHEREAS, the Plan Commission, after due notice and publication in conformance with applicable law, and after the continued public hearing herein was concluded in a public meeting on the 1st day of June, 2022, to consider the petition for the proposed amendment to the Town Zone Map, has recommended approval of the same by Favorable Recommendation Certification of the Plan Commission, which Certification was made dated the 1st day of June, 2022; and

WHEREAS, the Town Council has been informed and advised that the recommended Amendatory Zone Map Ordinance amends the current Town Zone Map, and conforms to applicable Indiana State Statute and Town Ordinances for such approvals; and

WHEREAS, the Town Council, having reviewed the proposed Amended Town Zone Map

Ordinance, as well as the Favorable Recommendation Certification of the Plan Commission pertaining to the same, now concurs that it is advisable, appropriate, and in the best interests of the residents of the Town of Cedar Lake and Petitioner herein that the current Town Zone Map be amended as requested and as certified by Favorable Recommendation of the Cedar Lake Town Plan Commission by adoption of this Zone Map Amendatory Ordinance.

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. 1402, all amendments to Zoning Ordinance No. 1402 passed subsequent thereto, and the Town of Cedar Lake Zoning Map are all amended by changing the zoning district classification of the following described parcels of real property, all lying within the Municipal Corporate limits of the Town of Cedar Lake, Lake County, Indiana, from Chapter 6 R-2 Zoning District Classification to Chapter 9 Planned Unit Development Zoning District Classification as set forth and depicted hereinafter, namely, to wit:

See Attached Exhibit "A"
(Legal Description and Boundary Survey)

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

- A. The Planning Application for the CROWN POINT COMMUNITY SCHOOL CORPORATION DOUGLAS MACARTHUR ELEMENTARY SCHOOL PLANNED UNIT DEVELOPMENT PROJECT, dated the 8th day of April, 2022, which is attached as Exhibit "B" hereto, and is incorporated herein.
- B. The approved CROWN POINT COMMUNITY SCHOOL CORPORATION DOUGLAS MACARTHUR ELEMENTARY SCHOOL EXPANSION PLANNED UNIT DEVELOPMENT ZONING DISTRICT DEVELOPMENT PLAN presented and dated May 13, 2022, is attached as Exhibit "C" hereto, and is incorporated herein. The approved CROWN POINT COMMUNITY SCHOOL CORPORATION DOUGLAS MACARTHUR ELEMENTARY SCHOOL CAMPUS DEVELOPMENT PROJECT AGREEMENT, dated May 13, 2022, as presented by the Owner/Petitioner, and approved by each of the Town Plan Commission and Town Council, is attached as Exhibit "D" hereto, and is incorporated herein.
- C. All other terms and conditions of the One (1) Lot Subdivision Plat Approval by the Town Plan Commission. (A copy of the Primary Subdivision One (1) Lot Amended Plat, with copy of approved minutes of the public meetings held on April 20, May 4, and June 1, 2022, of the Cedar Lake Plan Commission at which terms and conditions for each of the Zone Map and Planned Unit Development (PUD) Amendatory Ordinance and Amended One (1) Lot Subdivision Plat Approval were made and issued, are attached hereto and incorporated herein as Exhibit "E").

- D. Compliance by the Owner/Petitioner with all of the rules, regulations, and requirements for Project Development in the Town of Cedar Lake, as well as all Town Ordinances, as same are all amended from time to time.
- E. This Planned Unit Development Zoning District Classification Zone Map Amendment is expressly contingent upon payment by the Owner/Petitioner of all fees, costs, and charges incurred by the Town related to this Application, including engineering, legal, and all related.
- F. Compliance with all terms and conditions set forth in the Town Engineering review letter of CBBEL for said project parcel dated the 24th day of May, 2022, a copy of which is attached hereto and incorporated herein as Exhibit "F".

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

THIS SECTION INTENTIONALLY LEFT BLANK

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

EXHIBIT

“A”

Exhibit A

Legal Description

Part of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section Twenty-three (23), Township Thirty-four (34) North, Range Nine (9) West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows, to-wit: Commencing at the Northeast corner of said Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4); thence South on the East line of said quarter quarter Section, Twenty (20) rods; thence West Forty (40) rods; thence North Twenty (20) rods to the North line of said quarter quarter Section; thence East Forty (40) rods to the place of beginning, containing Five (5) acres, exactly with no surplus and a part of the Northwest Quarter of the Southeast Quarter of Section Twenty-three (23), Township 34 North, Range 9 West of the 2nd P.M., described as follows: Commencing at a point 330 feet South of the Northeast corner of said quarter quarter, thence South along the center line of the public highway 41 feet more or less to the South line of that part of the tract conveyed by Emma Stilson to Blanche A. Ellery and Joseph J. Ellery, Jr., by deed recorded in Deed Record 748, page 42, in the Recorder's Office of Lake County, Indiana, which lies immediately South of the tract now owned by Center School Township, Lake County, Indiana, thence West 660 feet, thence North to the South line of said Township tract, thence East 660 feet to the place of beginning, being all that part of said quarter quarter owned by said Blanche A. Ellery and Joseph J. Ellery, Jr., lying immediately South of and adjoining said Township tract, containing .595 of an acre more or less, EXCEPT THEREFROM the following Part of the West Half (W1/2) of the Southeast Quarter (SE1/4) of Section Twenty-three (23), Township Thirty-four (34) North, Range Nine (9) West of the Second Principal Meridian, described as follows: Commencing at a point 204.2 feet South of the North line of said Quarter Section, and 238.1 feet West of the East line of the West Half (W1/2) of the Southeast Quarter (SE1/4) of said Quarter Section; thence South 11.26 feet; thence Southwest 2.31 feet; thence Southeast 14.0 feet; thence Southwest 202.0 feet; thence Northwest 76.0 feet; thence Northeast 164.5 feet; thence North 20.5 feet; thence West 45.66 feet; thence North 122.0 feet; thence East 116.66 feet; thence South 76.33 feet; thence West 1.04 feet; thence South 24.08 feet; thence West 11.37 feet; thence South 46.5 feet; thence East 12.41 feet to the place of beginning, all in the Town of Cedar Lake, Lake County, Indiana, containing .707 of an acre, more or less.

Part of the West Half (W1/2) of the Southeast Quarter (SE1/4) of Section Twenty-three (23), Township Thirty-four (34) North, Range Nine (9) West of the Second Principal Meridian, described as follows: Commencing at a point 204.2 feet South of the North line of said Quarter Section, and 238.1 feet West of the East line of the West Half (W1/2) of the Southeast Quarter (SE1/4) of said Quarter Section; thence South 11.26 feet; thence Southwest 2.31 feet; thence Southeast 14.0 feet; thence Southwest 202.0 feet; thence Northwest 76.0 feet; thence Northeast 164.5 feet; thence North 20.5 feet; thence West 45.66 feet; thence North 122.0 feet; thence East 116.66 feet; thence South 76.33 feet; thence West 1.04 feet; thence South 24.08 feet; thence West 11.37 feet; thence South 46.5 feet; thence East 12.41 feet to the place of beginning, all in the Town of Cedar Lake, Lake County, Indiana, containing .707 of an acre, more or less.

Part of the West Half of the Southeast Quarter of Section 23, Township 34 North, Range 9 West of 2nd P.M., described as follows: Beginning at a point 372.37 feet South of the Northeast corner thereof; thence West 734.19 feet; thence South 185.88 feet; thence East to the East line of said West Half of the Southeast Quarter; thence North to the place of beginning, in Lake County, Indiana

Part of the West Half of the Southeast Quarter of Section 23, Township 34 North, Range 9 West of the 2nd Principal Meridian, described as follows: Commencing 558.56 feet South of the Northeast corner of said West Half of the Southeast Quarter of Section 23; thence West 734.36 feet; thence South 185.42 feet; thence East 734.53 feet to the East line of the West Half of the Southeast Quarter of said Section; thence North 186.19 feet to the point of beginning, in Lake County, Indiana.

PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 23, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 660 FEET WEST OF THE NORTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE WEST 91 FEET; THENCE SOUTH 371.24 FEET; THENCE EAST 91 FEET; THENCE NORTH 371.73 FEET TO THE POINT OF BEGINNING, CONTAINING 0.8 ACRES, MORE OR LESS, ALL IN LAKE COUNTY, INDIANA.

EXHIBIT

“B”



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

***OFFICE USE ONLY**

DOCKET NO. _____
FILING FEE _____
RECEIPT NO. _____

PLANNING APPLICATION

PROPERTY ADDRESS: 12900 Fairbanks, Cedar Lake, IN 46303 ZONING R2
TAX KEY NUMBER(S): 45-15-23-401-011.000-043; 45-15-23-401-010.000-043; 45-15-23-401-008.000-043
45-15-23-401-009.000-043; 45-15-23-401-005.000-043

PETITIONER(S) INFORMATION

NAME: Crown Point Community School Corp Phone: 219-663-3371
ADDRESS: 200 East North Street Alt. Phone: _____
CITY, STATE, ZIP: Crown Point, IN 46307 Email: tterrill@cps.k12.in.us

OWNER(S) INFORMATION

NAME: Crown Point Community School Corp Phone: 219-663-3371
ADDRESS: 200 East North Street Alt. Phone: _____
CITY, STATE, ZIP: Crown Point, IN 46307 Email: tterrill@cps.k12.in.us

REQUEST (check all that apply):

SUBDIVISION:

- ☐ Preliminary Plat
☐ Final Plat

☒ REZONE

☐ PUBLIC WAY VACATION

☐ CONCEPT PLAN

☐ SITE PLAN

☐ PUD AMENDMENT

DESCRIBE THE REQUEST:

requesting rezone from R2 to PUD

I (We), the undersigned, now state that the information contained in this application and all attached exhibits are true and correct to the best of my (our) knowledge.

Signature(s) of Owner(s)

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Subscribed and sworn to before me on this 8th day of
April, 2022

Notary Public

My Commission expires: 3/12/2023

Signature(s) of Petitioner(s)

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Subscribed and sworn to before me on this 8th day of
April, 2022

Notary Public

My Commission expires: 3/12/2023

NOTARY PUBLIC STATE OF INDIANA
SEAL
DIANA L GREEN
COMMISSION NUMBER NP0663505
MY COMMISSION EXPIRES MARCH '2 2023

NOTARY PUBLIC STATE OF INDIANA
SEAL
DIANA L GREEN
COMMISSION NUMBER NP0663505
MY COMMISSION EXPIRES MARCH '2 2023

EXHIBIT

tabbies

B



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

***OFFICE USE ONLY**

DOCKET NO. _____

FILING FEE _____

RECEIPT NO. _____

PLANNING APPLICATION

PROPERTY ADDRESS: 12900 Fairbanks, Cedar Lake, IN 46303 ZONING R2
TAX KEY NUMBER(S): 45-15-23-401-011.000-043; 45-15-23-401-010.000-043; 45-15-23-401-008.000-043
45-15-23-401-009.000-043; 45-15-23-401-005.000-043

PETITIONER(S) INFORMATION

NAME: Crown Point Community School Corp Phone: 219-663-3371
ADDRESS: 200 East North Street Alt. Phone: _____
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OWNER(S) INFORMATION

NAME: Crown Point Community School Corp Phone: 219-663-3371
ADDRESS: 200 East North Street Alt. Phone: _____
CITY, STATE, ZIP: Crown Point, IN 46307 Email: tterrill@cps.k12.in.us

REQUEST (check all that apply):

SUBDIVISION:

- ☒ Preliminary Plat
☐ Final Plat

☐ REZONE

☐ PUBLIC WAY VACATION

☐ CONCEPT PLAN

☐ SITE PLAN

☐ PUD AMENDMENT

DESCRIBE THE REQUEST:

Building addition & improvements to MacArthur Elementary School - 1-lot sub

I (We), the undersigned, now state that the information contained in this application and all attached exhibits are true and correct to the best of my (our) knowledge.

Signature(s) of Owner(s)

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Subscribed and sworn to before me on this 8th day of
April, 2022

Notary Public

My Commission expires: 3/12/2023

Signature(s) of Petitioner(s)

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Subscribed and sworn to before me on this 8th day of
April, 2022

Notary Public

My Commission expires: 3/12/2023

NOTARY PUBLIC - STATE OF INDIANA
SEAL
DIANA L GREEN
COMMISSION NUMBER NP0663505
MY COMMISSION EXPIRES MARCH 12 2023

NOTARY PUBLIC - STATE OF INDIANA
SEAL
DIANA L GREEN
COMMISSION NUMBER NP0663505
MY COMMISSION EXPIRES MARCH 12 2023

EXHIBIT

“C”



Planned Unit Development Zoning District Development Plan

Douglas MacArthur Elementary School Expansion

Planned Unit Development Zoning District Development Plan
June 1, 2022

Crown Point Community School Corporation

Crown Point Community School Corporation MacArthur Elementary School Planned Unit Development (PUD)

Location, Purpose and Intent:

Crown Point Community School Corporation operates the approximately 12 acre site located at 12900 Fairbanks Avenue, in the Town of Cedar Lake as legally described on Attachment 1 attached hereto (hereinafter the “Subject Property”). The northernmost portion of the site has been a school location since the 1930’s and for almost sixty years has been operated as the School Corporation’s Douglas MacArthur Elementary School. The school currently provides educational services for students in pre-k through fifth grades, with a current enrollment of approximately 430 students. While student enrollment is less than the building’s current capacity, the project will 1) prospectively address anticipated residential growth in the Town, 2) improve traffic flow around the campus during the arrival and dismissal windows on school days, 3) improve storm water drainage from the site by installing two on-site detention ponds, as well as 4) provide necessary and appropriate upgrades and modernization to the building for the School Corporation’s youngest learners.

Site location:

Crown Point Community School Corporation Planned Unit Development (PUD)



North →

Depiction of the proposed site plan.

Crown Point Community School Corporation Planned Unit Development (PUD)



In brief, the School Corporation proposes to expand and improve the school facility and campus to provide a learning center commensurate with twenty-first century educational models and demands, while addressing the school's impact on the area. Key features include:

1. An approximately 20,000 square foot expansion on the west side of the school which will net an additional ten classrooms, along with restrooms and workrooms.
2. An approximately 10,000 square foot expansion to the northeast side of the school for a new gymnasium and stage and related renovation of the existing gymnasium into an enlarged cafeteria.
3. An approximately 2,000 square foot expansion through a mezzanine to serve as a mechanical equipment room.
4. New distinct parent pick up and drop off drive along the west side of the school to segregate bus and parent traffic, provide on-campus stacking space for approximately 101 vehicles to eliminate congestion on 129th Avenue.
5. Alignment of visitor/staff access drive on Fairbanks Street with W. 129th Avenue at entry to Lemon Lakes subdivision.
6. Expansion of the existing parking areas located on the east side of the campus for staff, visitor and event parking, along with dedicated bus pick up and drop off area for improved access, circulation, and student safety. Additional off-hour parking on west side. There are currently 73 parking spaces on the campus, inclusive of 4 handicap designated spaces. The proposed plan provides 248 parking spaces, inclusive of 11 handicap designated spaces.
7. Addition of two on-site stormwater detention areas.

Crown Point Community School Corporation Planned Unit Development (PUD)

The Subject Property was originally developed prior to the Town's current zoning scheme and is classified as R-2 Residential Zoning District. Reclassification as a Planned Unit Development (PUD) Zoning District under Title XI of the Town of Cedar Lake Zoning Ordinance 1402, with continuation of the underlying R-2 zoning district classification, will allow development of the Subject Property for the unique characteristics and needs of an elementary school campus. Those characteristics include recognition of the school's full operation on only 180 days per year with limited student services and programs in the summer months, recognition of parent transportation preferences and fluidity, and age-appropriate design and safety features.

Consistent with the school's long history of providing educational services in or near the students' neighborhoods, the proposed development remains complementary with development in the surrounding areas. With the number of in-process, approved, and planned residential developments in the portion of the Town located within the School Corporation's boundaries, the facility expansion and modernization will greatly benefit students, their parents and, consequently, the Town.

Traffic and Access. The School Corporation recognizes the traffic disturbance a school can create in the areas surrounding it during a finite window of time, approximately fifteen to twenty minutes, twice a day on 180 days a year. At all other times, the school's operation creates no or de minimis traffic (e.g., parent dropping off a lunch, parent picking up an ill student, minimal staff on non-student days, etc.). The current car-rider arrangement for morning student drop off is through the lot on the northeast corner of the campus with entry from Fairbanks Street. The current car-rider arrangement for afternoon student pick up is along the north side of the building along 129th Avenue, then progressing east on 129th to the controlled intersection at Fairbanks Street.

The school's proposal fully addresses both general safety concerns, as well as concerns about cars stacking on 129th Avenue at student pick up. The plan provides for a distinct parent drop off/pick up area – all on campus. A new drive will be developed on the west side of the building to be accessed from eastbound 129th Avenue (continuing the current practice). Parents will proceed south on the new drive and circle back north with students exiting from/approaching the vehicle on the passenger side at a designated building entrance. Parent traffic will proceed north to exit eastbound onto 129th Avenue (continuing the current practice) to the controlled intersection at Fairbanks Street. The new drive will provide space for roughly 101 vehicles to queue on campus, an amount well in excess of current needs and anticipated future needs. The plan also keeps traffic moving along 129th Avenue in these two peak times. This is a significant improvement and eliminates any stacking on the street.

Buses will enter the campus at a designated entrance on Fairbanks Street and exit onto Fairbanks Street using the southernmost drive. No car traffic will be intermingled with the on-campus bus lines during these periods.

The plan also relocates the school's northernmost Fairbanks Street driveway south to align with W. 129th at the entry of Lemon Lakes subdivision. This delineated parking area will be physically separated from the bus area and will be predominantly used for visitors and parents picking up or dropping of a student during the school day (not at arrival/dismissal).

Crown Point Community School Corporation Planned Unit Development (PUD)

Parking. Currently and as designed, off-street parking does not meet the Town's standard under Zoning Ordinance 1402, Chapter 6.2, Section D(1), Chapter 12, Section D(13) [which requires one space per employee and twenty spaces per student] and Chapter 6.2, Sections C(3) [parking encroachment into front yard setback], but under the proposed plan will be significantly increased and improved for functionality. As noted, the campus currently contains 77 parking spaces. As reflected in the submitted site plan, the project will provide 214 parking spaces, inclusive of handicap designated spaces. The plan reflects a deviation from the Town requirement and continuation of existing parking areas over the building line.

Outdoor Lighting. Campus lighting as reflected in the drawings meets applicable Town Ordinance, including with regard to light bleed. The School Corporation's standard lighting schedule is an automated dusk to dawn package to provide appropriate safety and security to the campus, and with the proposed light models, without disruption to neighbors.

Signage. Current monument signage on Fairbanks will be relocated on campus to accommodate installation of the new sidewalk on Fairbanks Avenue. Similarly, the current wall mounted signage will be repositioned on the new east facing façade. Directional signs will be installed within the campus for traffic flow. All will comply with Town Ordinance.

Landscaping. The submitted landscaping plans, with attention toward maintaining safe and appropriate sight lines to/from public streets as well as within the campus' parking areas and drives, meet Town code. Notwithstanding significant mature trees along the western border, the landscape plan provides for additional plantings to comply with screening requirements in the Town Ordinance.

Stormwater. The plan provides for the addition of two on-site detention areas. The overall plan meets Town Ordinance. This will be verified by Town Engineering for compliance.

Setback. Given the nature of the development (school), adjacent property, and the existing building's location on the property, the proposed plan reflects deviations from Zoning Ordinance 1402, Chapter 6.2, Section C(3) and (5) for continuation of existing conditions for yard setbacks along with signage is as depicted on the submitted drawings including 1) encroachment into front yard related to location of the existing building; 2) rear yard; and 3) signage within the front yard setback of Fairbanks Street (related to installation of larger sidewalk).

Construction Sequence:

The project involves construction of additions to the building along with improvements to current spaces with the sequence of construction is listed below.

1. Implementation of all required storm water prevention plan procedures, including but not limited to, silt fence, storm sewer basket protection and posting of the Rule 5 permit. Estimated timeline – June 2022.
2. Clearing, grubbing, and rough grading of the new roadways, parking lots, walkways, in accordance with the plan set. Estimated timeline – June/July 2022.

Crown Point Community School Corporation Planned Unit Development (PUD)

3. Stockpiling of all topsoil. The stockpiled soil and disturbed areas will be maintained in accordance with the general notes on the storm water pollution prevention plan drawings. Estimated timeline – June through August 2022.
4. The detention/retention ponds are to be cut and stabilized with storm water pollution prevention plan (SWPPP) procedures implemented. Estimated timeline – June through August 2022.
5. School classroom and gym additions constructed – June 2022 through June 2023.
6. Sanitary sewer and water main construction will be done to the limits necessary to construct the additions. Estimated timeline – July and August 2022.
7. School renovations – phased March 2023 – June 2024
8. The expansion of the parking lots and drive paths will be constructed with permanent characteristics. June through September 2022. Final surfaces will be installed Spring of 2024.
9. All required utility work to provide electric, gas and telephone to the buildings will be installed. Estimated timeline – As determined by the local utility companies.
10. All final grading of the site along with application of final seed, landscaping and storm water pollution prevention plan procedures will be completed. May and June 2024.
11. Final inspections and a contractor punch list will be done. Estimated timeline – June 2024.

All estimated dates are based on receiving approval from the Town of Cedar Lake to begin construction by June 7, 2022.

Exemplar views:



Crown Point Community School Corporation Planned Unit Development (PUD)



ATTACHMENT 1 – LEGAL DESCRIPTION

Part of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section Twenty-three (23), Township Thirty-four (34) North, Range Nine (9) West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows, to-wit: Commencing at the Northeast corner of said Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4); thence South on the East line of said quarter quarter Section, Twenty (20) rods; thence West Forty (40) rods; thence North Twenty (20) rods to the North line of said quarter quarter Section; thence East Forty (40) rods to the place of beginning, containing Five (5) acres, exactly with no surplus and a part of the Northwest Quarter of the Southeast Quarter of Section Twenty-three (23), Township 34 North, Range 9 West of the 2nd P.M., described as follows: Commencing at a point 330 feet South of the Northeast corner of said quarter quarter, thence South along the center line of the public highway 41 feet more or less to the South line of that part of the tract conveyed by Emma Stilson to Blanche A. Ellery and Joseph J. Ellery, Jr., by deed recorded in Deed Record 748, page 42, in the Recorder's Office of Lake County, Indiana, which lies immediately South of the tract now owned by Center School Township, Lake County, Indiana, thence West 660 feet, thence North to the South line of said Township tract, thence East 660 feet to the place of beginning, being all that part of said quarter quarter owned by said Blanche A. Ellery and Joseph J. Ellery, Jr., lying immediately South of and adjoining said Township tract, containing .595 of an acre more or less, EXCEPT THEREFROM the following Part of the West Half (W1/2) of the Southeast Quarter (SE1/4) of Section Twenty-three (23), Township Thirty-four (34) North, Range Nine (9) West of the Second Principal Meridian, described as follows: Commencing at a point 204.2 feet South of the North line of said Quarter Section, and 238.1 feet West of the East line of the West Half (W1/2) of the Southeast Quarter (SE1/4) of said Quarter Section; thence South 11.26 feet; thence Southwest 2.31 feet; thence Southeast 14.0 feet; thence Southwest 202.0 feet; thence Northwest 76.0 feet; thence Northeast 164.5 feet; thence North 20.5 feet; thence West 45.66 feet; thence North 122.0 feet; thence East 116.66 feet; thence South 76.33 feet; thence West 1.04 feet; thence South 24.08 feet; thence West 11.37 feet; thence South 46.5 feet; thence East 12.41 feet to the place of beginning, all in the Town of Cedar Lake, Lake County, Indiana, containing .707 of an acre, more or less.

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Crown Point Community School Corporation Planned Unit Development (PUD)

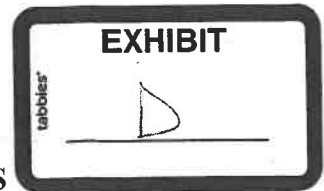
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PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 23, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 660 FEET WEST OF THE NORTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE WEST 91 FEET; THENCE SOUTH 371.24 FEET; THENCE EAST 91 FEET; THENCE NORTH 371.73 FEET TO THE POINT OF BEGINNING, CONTAINING 0.8 ACRES, MORE OR LESS, ALL IN LAKE COUNTY, INDIANA.

EXHIBIT

“D”

CROWN POINT COMMUNITY SCHOOL CORPORATION
DOUGLAS MACARTHUR ELEMENTARY SCHOOL CAMPUS
DEVELOPMENT PROJECT AGREEMENT



THIS CROWN POINT COMMUNITY SCHOOL CORPORATION DOUGLAS MACARTHUR ELEMENTARY SCHOOL CAMPUS DEVELOPMENT PROJECT AGREEMENT (hereinafter, the "Agreement"), is made and entered into effective this ____ day of June, 2022, (hereinafter the "Effective Date"), by and between the TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, an Indiana Municipal Corporation (hereafter the "Town"), and CROWN POINT COMMUNITY SCHOOL CORPORATION, an Indiana School Corporation (hereinafter, "CPCSC") (the Town and CPCSC may be referred to hereafter individually as a "Party", or collectively as the "Parties").

RECITALS

WHEREAS, CPCSC owns and CPCSC operates Douglas MacArthur Elementary School ("School") on approximately twelve acres (R-2 Zoning District Classification), located at 12900 Fairbanks Street, Center Township, Town of Cedar Lake, Lake County, Indiana, and is legally described and depicted as set forth on Exhibit A attached hereto and incorporated herein (hereinafter the "Subject Property"); and

WHEREAS, to best accommodate student needs, expansion of the School and development by construction of various improvements to the campus are proposed (hereinafter the "Development"); and

WHEREAS, it is the purpose and intent 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 terms set forth herein; and

WHEREAS, CPCSC has applied to the Town for approval to develop the Subject Property into a one (1) lot subdivision planned unit development under the current land use rules, requirements and regulations of the Town; that upon such application, in compliance with said applicable land use approval requirements of the Town, the Town has adopted its Town Zone Map Amendatory Ordinance No.: _____ (hereinafter the "Ordinance"), rezoning the Subject Property from R-2 Zoning District Classification to Planned Unit Development Zoning District Classification (PUD), contingent expressly upon the terms and conditions of this Agreement, the conditions of subdivision plat approval, and the Ordinance, as aforesaid.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and all other 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 CPCSC's PUD Zoning District Development Plan submitted on May 13, 2022 (hereinafter the "PUD Plan"), a copy

of which is attached hereto, and incorporated herein as Exhibit B, as well as the Planned Unit Development Civil Drawings prepared by Torrenga Engineering, Inc., and dated May 10, 2022 (the "Civil Drawings"), a copy of which are attached hereto and incorporated herein as Exhibit C. 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.** CPCSC shall develop the Subject Property according to performance standards set forth in these Development Documents, Ordinance, subdivision plat approval, and all other existing Town Ordinances and requirements not otherwise waived or amended through the Development Documents and/or the Ordinance. The use of the Subject Property will exclusively 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 this Development are set forth in the Development Documents.

4. **Miscellaneous.**

- a. This Agreement is entered into by the Town and CPCSC as required by Chapter 9 of the Town Zoning Ordinance, as well as the Town Subdivision Control Ordinance, and all other Ordinances of the Town for development improvements requirements, as each have been 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 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 Agreement 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 _____, 2022, wherein by a vote of ____ in favor and ____ 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 CPCSC have 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: President, Town Council

ATTEST:

By: _____
Jennifer N. Sandberg, IAMC
Its: Clerk-Treasurer

CPCSC:

Crown Point Community School Corporation
Board of School Trustees

By: _____
David Warne
Its: President

ATTEST:

By: _____
Thomas K. Hoffman
Its: Secretary

Exhibit A

Legal Description

Part of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section Twenty-three (23), Township Thirty-four (34) North, Range Nine (9) West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows, to-wit: Commencing at the Northeast corner of said Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4); thence South on the East line of said quarter quarter Section, Twenty (20) rods; thence West Forty (40) rods; thence North Twenty (20) rods to the North line of said quarter quarter Section; thence East Forty (40) rods to the place of beginning, containing Five (5) acres, exactly with no surplus and a part of the Northwest Quarter of the Southeast Quarter of Section Twenty-three (23), Township 34 North, Range 9 West of the 2nd P.M., described as follows: Commencing at a point 330 feet South of the Northeast corner of said quarter quarter, thence South along the center line of the public highway 41 feet more or less to the South line of that part of the tract conveyed by Emma Stilson to Blanche A. Ellery and Joseph J. Ellery, Jr., by deed recorded in Deed Record 748, page 42, in the Recorder's Office of Lake County, Indiana, which lies immediately South of the tract now owned by Center School Township, Lake County, Indiana, thence West 660 feet, thence North to the South line of said Township tract, thence East 660 feet to the place of beginning, being all that part of said quarter quarter owned by said Blanche A. Ellery and Joseph J. Ellery, Jr., lying immediately South of and adjoining said Township tract, containing .595 of an acre more or less, EXCEPT THEREFROM the following Part of the West Half (W1/2) of the Southeast Quarter (SE1/4) of Section Twenty-three (23), Township Thirty-four (34) North, Range Nine (9) West of the Second Principal Meridian, described as follows: Commencing at a point 204.2 feet South of the North line of said Quarter Section, and 238.1 feet West of the East line of the West Half (W1/2) of the Southeast Quarter (SE1/4) of said Quarter Section; thence South 11.26 feet; thence Southwest 2.31 feet; thence Southeast 14.0 feet; thence Southwest 202.0 feet; thence Northwest 76.0 feet; thence Northeast 164.5 feet; thence North 20.5 feet; thence West 45.66 feet; thence North 122.0 feet; thence East 116.66 feet; thence South 76.33 feet; thence West 1.04 feet; thence South 24.08 feet; thence West 11.37 feet; thence South 46.5 feet; thence East 12.41 feet to the place of beginning, all in the Town of Cedar Lake, Lake County, Indiana, containing .707 of an acre, more or less.

Part of the West Half (W1/2) of the Southeast Quarter (SE1/4) of Section Twenty-three (23), Township Thirty-four (34) North, Range Nine (9) West of the Second Principal Meridian, described as follows: Commencing at a point 204.2 feet South of the North line of said Quarter Section, and 238.1 feet West of the East line of the West Half (W1/2) of the Southeast Quarter (SE1/4) of said Quarter Section; thence South 11.26 feet; thence Southwest 2.31 feet; thence Southeast 14.0 feet; thence Southwest 202.0 feet; thence Northwest 76.0 feet; thence Northeast 164.5 feet; thence North 20.5 feet; thence West 45.66 feet; thence North 122.0 feet; thence East 116.66 feet; thence South 76.33 feet; thence West 1.04 feet; thence South 24.08 feet; thence West 11.37 feet; thence South 46.5 feet; thence East 12.41 feet to the place of beginning, all in the Town of Cedar Lake, Lake County, Indiana, containing .707 of an acre, more or less.

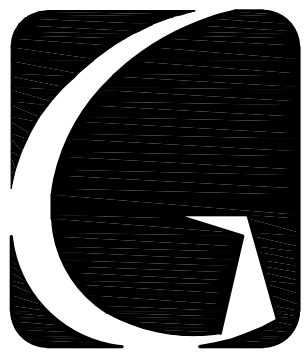
Part of the West Half of the Southeast Quarter of Section 23, Township 34 North, Range 9 West of 2nd P.M., described as follows: Beginning at a point 372.37 feet South of the Northeast corner thereof; thence West 734.19 feet; thence South 185.88 feet; thence East to the East line of said West Half of the Southeast Quarter; thence North to the place of beginning, in Lake County, Indiana

Part of the West Half of the Southeast Quarter of Section 23, Township 34 North, Range 9 West of the 2nd Principal Meridian, described as follows: Commencing 558.56 feet South of the Northeast corner of said West Half of the Southeast Quarter of Section 23; thence West 734.36 feet; thence South 185.42 feet; thence East 734.53 feet to the East line of the West Half of the Southeast Quarter of said Section; thence North 186.19 feet to the point of beginning, in Lake County, Indiana.

PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 23, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 660 FEET WEST OF THE NORTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE WEST 91 FEET; THENCE SOUTH 371.24 FEET; THENCE EAST 91 FEET; THENCE NORTH 371.73 FEET TO THE POINT OF BEGINNING, CONTAINING 0.8 ACRES, MORE OR LESS, ALL IN LAKE COUNTY, INDIANA.

EXHIBIT

“E”



GIBALTAR
DESIGN
ARCHITECTURE • ENGINEERING • INTERIOR DESIGN

PROJECT

DOUGLAS MACARTHUR ES ADDITIONS AND RENOVATIONS

CROWN POINT SCHOOL CORP.
CROWN POINT, INDIANA

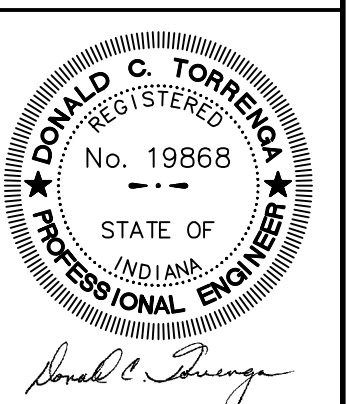
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PROJECT: 21-113
DATE: 01/31/22
COORDINATED BY: DT
DRAWN BY: EM MH
CHECKED BY: DT



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REVISIONS		
MARK	DATE	ISSUED FOR
02-14-22	2ND SUBMITTAL TO TOWN	
02-21-22	3RD SUBMITTAL TO TOWN	
04-01-22	4TH SUBMITTAL TO TOWN	
04-19-22	5TH SUBMITTAL TO TOWN	
04-29-22	6TH SUBMITTAL TO TOWN	
05-10-22	7TH SUBMITTAL TO TOWN	
05-19-22	8TH SUBMITTAL TO TOWN	

DRAWING
MASTER SITE PLAN

PROJECT
DOUGLAS MACARTHUR ES ADDITIONS AND RENOVATIONS

CROWN POINT SCHOOL CORP.
CROWN POINT, INDIANA

C-2.0

LEGEND:

- PROPOSED**
- LIGHT DUTY PAVEMENT (PLAY AREA) ASPHALT PAVEMENT SECTION
 - 1-1/2" ± MILLING AND PAVEMENT RESURFACING
 - HEAVY DUTY ASPHALT PAVEMENT SECTION
 - PLAYGROUND SOFT PLAY
 - CONCRETE SIDEWALK & COMBINED CURB/WALK
 - CONCRETE PAVEMENT/DRIVEWAY APRON
 - HIGH-BACK CURB
 - ROLL CURB
 - GUTTER CURB SECTION
 - HANDICAP ACCESS RAMP
 - HANDICAP SIGN
 - NEW LIGHT POLE (SEE E-002 FOR DETAILS)
 - PARKING BUMPER
 - CONTINENTAL CROSSWALK THERMOPLASTIC WITHIN PUBLIC RIGHT OF WAY
- EXISTING FENCE
PROPOSED FENCE

PARKING SPACE COUNT

ALL PARKING SPACES ARE 10 FEET WIDE BY 20 FEET DEEP.

REGULAR SPACES = 202

HANDICAP SPACES = 11

TOTAL SPACES = 213

TOTAL BUS SPACES = 14

REQUIRED BY ORDINANCE:

1 PER EMPLOYEE + 1 PER EACH

2 STUDENTS:

55 EMPLOYEES = 55 SPACES

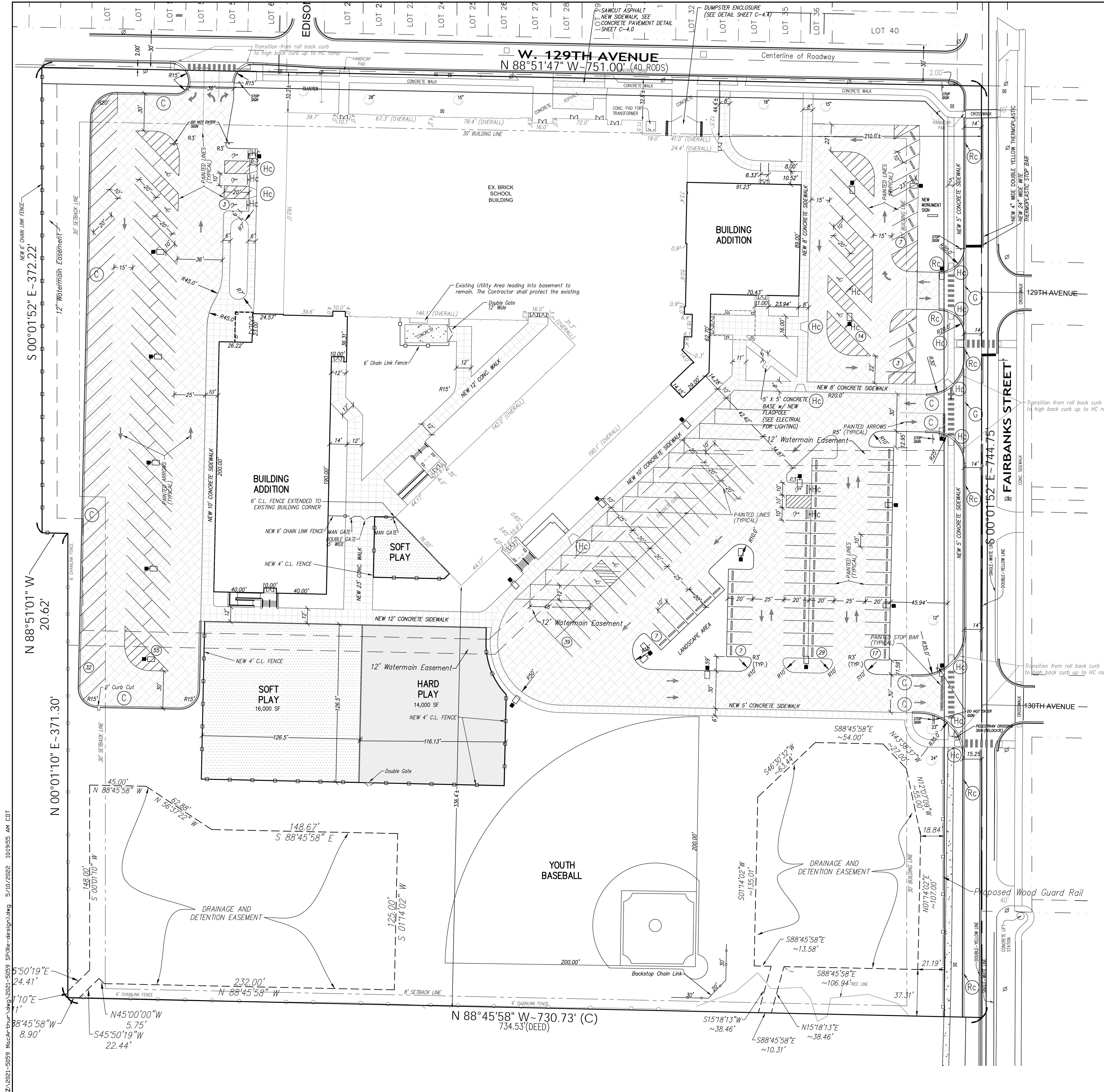
700 STUDENTS = 350 SPACES

HANDICAP RAMP NOTES:

- ALL EXISTING HANDICAP RAMP THAT ARE NOT ADA COMPATIBLE SHALL BE REMOVED AND REPLACED.
- ALL SIDEWALK/PATH CROSSINGS REQUIRE DETECTABLE WARNING ELEMENTS WITH ADA COMPLIANT RAMPS TO BE INSTALLED.



(IN FEET)
1 inch = 30 ft.



Z:\2021-5089 MacArthur.dwg 2021-5089 SPR (re-design).dwg 5/10/2022 10:19:55 AM CDT



CEDAR LAKE PLAN COMMISSION PUBLIC MEETING MINUTES
CEDAR LAKE TOWN HALL, 7408 CONSTITUTION AVENUE, CEDAR LAKE, INDIANA
April 20, 2022 at 7:00 pm

Call To Order:

Mr. Wilkening called the Plan Commission Public Meeting to order on Wednesday, April 20, 2022, at 7:02 pm with its members attending on-site. The Pledge of Allegiance was recited by all.

ROLL CALL:

Members Present: Robert Carnahan; John Foreman; Heather Dessauer; Richard Sharpe, Secretary; Chuck Becker; John Kiepura, Vice President; and Jerry Wilkening, President. A quorum was attained. **Also present:** Don Oliphant, Town Engineer; David Austgen, Town Attorney; Chris Salatas, Town Manager; and Ashley Abernathy, Recording Secretary. **Absent:** none.

1. Minutes

Mr. Wilkening entertained a motion for the minutes.

A motion was made by Mr. Sharpe and seconded by Mr. Kiepura to approve the Minutes from the March 16, 2022, Meeting. The motion passed unanimously by roll-call vote:

Mr. Carnahan Aye
Mr. Foreman Aye
Mr. Sharpe Aye
Ms. Dessauer Aye
Mr. Becker Aye
Mr. Kiepura Aye
Mr. Wilkening Aye

2. Hanover Community School Corp – Performance Letter of Credit Expires May 24, 2022

Mr. Wilkening asked if there was an update for the Performance Letter of Credit for Hanover Community School Corp. Mr. Oliphant advised this letter would need to be extended because they have not finished their site improvements and they have not received any as-builts.

Mr. Foreman asked Mr. Salatas if he would be sending Hanover Community School a letter regarding their Performance Letter of Credit. Mr. Salatas responded in the affirmative and advised they have been notified already.

Mr. Wilkening asked Mr. Salatas if he anticipated this being ready a week before May 24, 2022. Mr. Salatas responded they would coordinate with Public Works and Mr. Oliphant and send another letter to the school requesting the extension. Mr. Oliphant stated there is a possibility they could reduce the Performance Letter of Credit.

3. MacArthur Elementary – May 4, 2022 Special Meeting/Timing of Secondary Plat

Mr. Wilkening stated the next order of business was the discussion for MacArthur Elementary School, including the Special Public Meeting for May 4, 2022 and the timing of the secondary plat. Mr. Salatas stated regarding the timing of the secondary plat, the school was requesting that the Final Plat be accepted at the same time of the Preliminary Plat.

Mr. Jim Thompson, Gibraltar Design, stated having a Special Public Meeting on May 4, 2022, would allow for them to meet their deadline of meeting the May 17, 2022, Town Council meeting. They had received comments from Mr. Oliphant on Friday, April 15, 2022, and they provided an update to Mr. Oliphant the day prior.

Mr. Wilkening asked Mr. Oliphant if this project is on track. Mr. Oliphant responded they are progressing. They issued a letter on April 15, 2022, and there are two bigger outstanding issues. The first is related to water, and they would like for the water main to be extended down 129th Avenue. As well, they are still waiting on reviews from the Fire Department and Utility Engineers to receive their feedback on fire protection and internal sprinkling. The other item is the widening of Fairbanks, and the school has asked for a waiver from these requirements. The rest of the comments are related to the Site Plan aspects and a few minor comments regarding the PUD Documents from an engineering aspect.

Plan Commission Public Meeting
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Mr. Wilkening asked Mr. Oliphant if having a Special Public Meeting on May 4 would be feasible for this item. Mr. Oliphant responded they will try to have everything completed. The water is up to staff, Utility Engineer, and Fire Department. The decision of waivers would be up to the Plan Commission.

Mr. Wilkening advised that all material must be turned in by Friday, April 29, 2022, by noon.

Mr. Wilkening asked the Plan Commission if they had any thoughts regarding the waiver of widening of Fairbanks. Mr. Foreman asked Mr. Oliphant if the widening was for a deceleration lane. Mr. Oliphant responded there is not a deceleration lane included on the plans for the school. Mr. Wilkening asked Mr. Oliphant what was requiring the widening of Fairbanks. Mr. Oliphant advised that in general roads have to be widened to Town standards, including curb and gutter and stormwater improvements. Discussion ensued regarding the widening of Fairbanks.

Mr. Foreman asked Mr. Oliphant if he was talking about both 129th Avenue and Fairbanks being widened and improved. Mr. Oliphant responded in the negative and advised 129th Avenue was improved approximately three years ago.

Mr. Thompson commented that Fairbanks has already been improved with new paving recently and there have been discussions on utilities near the roadway that would provide a challenge in widening the roadway. They request the Plan Commission consider the road would be partially widened due to moving the entrance on Fairbanks to align with 129th Avenue. As well, they had been advised by their traffic engineer who evaluated their plan, by having the parking lot be a one-way entrance in-and-out of the main parking lot, it mitigates the need to have a deceleration lane. Mr. Oliphant advised a deceleration lane or a turn lane would not be feasible due to the distances between the intersections.

Mr. Thompson stated the waterline discussion was for a fire hydrant. However, the school has a sprinkler system throughout. They will submit the approval from the State as soon as it is made available.

Mr. Wilkening asked Mr. Oliphant about his comment regarding adequate volumes of water. Mr. Oliphant stated it is their understanding there is currently a two- or four-inch surface line into the existing building. There had been discussion at the staff meeting about having external hook-ups for the Fire Department, and it would be up to the Fire Department if they were okay with external hook-ups in lieu of a fire hydrant. Discussion ensued regarding the sprinkler system and existing utilities. Discussion also ensued regarding the widening of Fairbanks, installation of curb and gutter, and if the Plan Commission was going to entertain waivers for the improvements.

Mr. Wilkening asked if they were requesting a waiver for curb and gutter. Mr. Oliphant responded in the affirmative and listed the waivers the Petitioner were requesting: the extension of the water main and all improvements along Fairbanks. Further discussion ensued regarding if utilities would need to be moved to install curb and gutter.

Mr. Thompson discussed how they evaluated the area to determine the waivers they would need, such as cost, topography of the area, and if there is already existing infrastructure such as curb and gutter.

Plan Commission Public Meeting
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Mr. Wilkening asked the Plan Commission if they had any further comments or questions regarding the discussion of curb and gutter. Mr. Carnahan advised that he would be in favor of allowing the waivers. Mr. Wilkening commented on the capability of curb and gutters allowing the road to last longer. Mr. Foreman commented on the same and discussed the bonding projects currently occurring in Town. Further discussion ensued regarding the installation of curb and gutter along Fairbanks and learning the depth of the gas line.

Mr. Foreman discussed the extension of the water main and having water mains extended to help provide connectivity due to how the Town was built pre-incorporation, and expressed he would like for the extension of the water main to be evaluated or have an easement dedicated in lieu of the water main.

Mr. Salatas asked the Commissioners if they were okay with the timing of the secondary plat. Mr. Wilkening asked if there would be any legal issues in the approval timing discussed earlier. Mr. Austgen responded if there are items that are open on the plat, it can be approved with a contingency. Discussion ensued regarding the Preliminary Plat being the biggest portion of the plan and the Site Plan could wait for approval if there are items missing.

Public Comment: None was had.

Adjournment: Mr. Wilkening adjourned the meeting at 7:51 pm.



**CEDAR LAKE PLAN COMMISSION SPECIAL PUBLIC MEETING MINUTES
CEDAR LAKE TOWN HALL, 7408 CONSTITUTION AVENUE, CEDAR LAKE, INDIANA
May 4, 2022 at 7:00 pm**

Call To Order:

Mr. Wilkening called the Plan Commission Special Work Session to order on Wednesday, May 4, 2022, at 7:05 pm with its members attending on-site and electronically. The Pledge of Allegiance was recited by all.

Roll Call:

Members Present via Zoom: John Foreman. **Members Present On-Site:** Robert Carnahan; Heather Dessauer; Richard Sharpe, Secretary; Chuck Becker; John Kiepora, Vice President; and Jerry Wilkening, President. A quorum was attained. **Also present:** Don Oliphant, Town Engineer; David Austgen, Town Attorney; Ryan Deutmeyer, Town Attorney; Chris Salatas, Town Manager; and Ashley Abernathy, Recording Secretary. **Absent:** None.

**1. Douglas MacArthur Elementary School – Preliminary Plat – One (1) Lot Subdivision
Petitioner: Crown Point Community School Corporation
Vicinity: 12900 Fairbanks Street, Cedar Lake, IN 46303**

Mr. Wilkening stated the first order of business for the Special Work Session was for Douglas MacArthur Elementary School Preliminary Plat for a One (1) Lot Subdivision by Petitioner Crown Point Community School Corporation located at 12900 Fairbanks Street.

Mr. Jim Thompson, Gibraltar Design, advised he was present representing the Petitioner.

Mr. Wilkening asked Mr. Thompson if the school was still requesting for all waivers to be granted for the water main, widening of Fairbanks, and installation of the curb and gutters along Fairbanks. Mr. Thompson responded in the affirmative.

Mr. Wilkening asked Mr. Oliphant about the recommendation from Public Works regarding the extension of the water main. Mr. Oliphant advised the Commissioners it is recommended by the Public Works Department that the water main be extended. Mr. Wilkening asked if the Utility Engineer had the same recommendation. Mr. Oliphant advised he had not received a recommendation from the Utility Engineer at this time.

Mr. Wilkening asked if there was any information received from the Fire Department. Mr. Salatas advised there had not been a recommendation received from the Fire Department at this time.

Mr. Thompson discussed that they had received a release from the State for their construction plan, meeting all standards set by the State. Regarding the extension of the water main there are technical aspects which restrict the extension of the water main along 129th Avenue, which is the location of other utilities. In particular, there is a state code requiring the water lines and the sanitary sewer lines running parallel to have a 10-foot separation between each line. In lieu of putting in the water line, they are offering to provide an easement along the school's property for a future water line to be installed.

Mr. Wilkening asked Mr. Thompson to clarify if instead of installing a water main, they are offering to provide an easement. Mr. Thompson responded in the affirmative and stated by providing the easement, the potential benefactor of the water main could pay for its installation, as the school does not require a water line.

Mr. Wilkening commented in accordance with the Town's Developmental Standards, the water line is required to go to the far end of the property line. Mr. Thompson stated that the cost to the school to put in the water main would be around \$400,000, and they are asking the Plan Commission consider the waiver and acceptance of the easement.

Mr. Becker asked Mr. Thompson to clarify if it would cost approximately \$400,000 to place the water main in the easement the Petitioner is proposing on giving to the Town. Mr. Thompson responded in the affirmative. Mr. Becker asked what the cost would be to go down 129th Avenue. Mr. Thompson responded in order to take the water main down 129th Avenue, they would need to acquire land to install the water main due to code requirements for distance between the water main and the sanitary sewer line and discussed where they would have to place the water main to follow code.

Mr. Foreman asked if an easement would be provided off of Fairbanks and an easement to allow the water main to go to 129th Avenue. Multiple individuals responded in the affirmative. Mr. Foreman discussed having some money provided to the Town to cover any costs of water main improvements if there is an acceptance of the easement in lieu of a water main.

Mr. Becker asked Mr. Oliphant his thoughts regarding the water main along 129th Avenue. Mr. Oliphant responded they have been honest regarding the corridor along 129th Avenue being a tight corridor for a water main, especially in consideration of the separation requirements and discussed the spacing requirements. The Town has sanitary sewer and stormwater lines located within 129th Avenue, so the water main could not be placed in the road. The only way there could be a water main included on 129th Avenue would be if the water main is located closer to the building or along the north Right of Way.

Mr. Becker asked Mr. Oliphant for his recommendation. Mr. Oliphant advised he cannot make that recommendation. The Town's Water Utility Department prefers the extension of the water main to 129th Avenue. The water main does not necessarily have to be put in along 129th Avenue to reach the northwest corner of the lot. Ms. Dessauer asked what the other way would be for the water main to be extended to 129th Avenue. Mr. Oliphant advised they could put the water main in the proposed easement.

Mr. Austgen asked if there had been any correspondence from the Utility Engineer on why there had not been a recommendation provided. Mr. Salatas responded the Utility Engineer had similar comments to Mr. Oliphant regarding the placement of a water main in that corridor and for the Water Utility Superintendent to provide the actual recommendation. Discussion ensued regarding a similar situation that occurred with Hanover Middle School and their extension of the water main.

Mr. Becker asked if they would need the Utility Engineer's recommendation before taking action for this item. Mr. Oliphant commented he did not believe it would be necessary, especially with the recommendation from the Water Utility Superintendent recommending the extension of the water main to the northwest corner of the property. Discussion ensued regarding the recommendation from the Water Utility Superintendent and following the Town's Developmental Standards.

Mr. Wilkening asked Mr. Oliphant what his estimate would be for placing a water main in the easement. Mr. Oliphant responded he felt some of the estimates provided are inflated, and assuming there is not any relocation of any public utilities, it would be around \$100,000. Further discussion ensued regarding how to extend the water main to the northwest corner of the property and the location of current utilities in 129th Avenue.

Mr. Foreman stated it was his current opinion that the Plan Commission would need to require the extension of the water main to the northwest corner, with allowing the Petitioner to determine the best way to extend the water main. Mr. Carnahan stated he agrees with Mr. Foreman's statement.

Mr. Wilkening discussed the waivers being requested and the proposed easement and asked Mr. Foreman if he was stating he was not in favor of waiving the water line. Mr. Foreman stated he is not in favor of waiving the water line and they have been consistent with other properties in extending the water main and they need to get water to the northwest corner. Mr. Kiepora advised he agrees with the statement Mr. Foreman made.

Mr. Sharpe asked Mr. Oliphant if there would be room next to the building to extend the water main down 129th Avenue. Mr. Oliphant advised it was possible, but some of the trees would likely need to be removed.

Mr. Thompson asked the Plan Commission if they would entertain the potential of when they make a motion for the water main if they would consider including a not to exceed amount. Mr. Wilkening advised the vote would only be to approve the waiver or to require the extension of the water main.

Mr. Wilkening stated there had been a brief discussion regarding the waiver of improvements on Fairbanks at the previous meeting, and there had not been many in favor of waiving the improvements for Fairbanks and asked Mr. Oliphant who would be required to move the ATT and NIPSCO utilities along Fairbanks Avenue. Mr. Oliphant advised there was no indication on the plat that those utilities are located in a utility easement. If those utilities are located in the Right of Way, it would be up to the company in charge of those utilities to move them.

Mr. Thompson advised when they have discussions with NIPSCO regarding utilities, they are asked why they need to be moved and when advised it would be due to the curb there would be discussion on who needs the curb and the school would be the entity that pays to move the utilities. Mr. Oliphant stated it would be for public improvement with the utilities located in the Public Right of Way and stated the Town has not paid to move any of the utilities in projects around the Town for public improvements.

Mr. Oliphant stated their recommendation was to allow for the waiving of widening Fairbanks, but still requiring curb and gutter. This could be done by monolithic pouring, and with approval from NIPSCO, can be placed over a gas utility line.

Plan Commission Special Public Meeting
May 4, 2022

Mr. Don Torrenge, Torrenge Engineering, stated the property is currently a metes and bounds, and asked if there is actually a Right of Way along Fairbanks. Mr. Oliphant responded there is a prescribed Right of Way that is being formally dedicated with the platting process. Discussion ensued regarding the same.

Mr. Thompson discussed the information that they reviewed was the technical aspect of needing to add drainage requirements that would need to connect to the stormwater utility line. This would require utilities to be moved, and he is hearing that the Town has the capability to have the utilities moved with no cost to the school. Mr. Wilkening advised Mr. Thompson that what Mr. Oliphant had been discussing is what has occurred recently within the Town. Further discussion ensued regarding the Right of Way and allowing improvements to be done for the roadways.

Mr. Salatas advised the Plan Commission that staff would encourage the improvement of curb and gutter along the Fairbanks corridor and agrees with Mr. Oliphant with the waiver of the widening of Fairbanks.

Mr. Wilkening asked if there was any public comment for or against the Preliminary Plat for a One (1) Lot subdivision. There was none. Mr. Wilkening closed the public hearing for this item.

Mr. Wilkening entertained a motion. Mr. Austgen advised that a good descriptive motion will be needed for the ordinance.

A motion was made by Mr. Foreman to approve the Preliminary Plat contingent upon getting water to the northwest corner of the property that MacArthur School sits on, waiving the Fairbanks improvements, but with adding the curbs and gutters as discussed. Mr. Wilkening asked Mr. Foreman to clarify if the motion is to approve the Preliminary Plat with no waivers except for the extra roadway width. Mr. Foreman responded in the affirmative. Discussion ensued. Mr. Carnahan seconded the motion. Roll-call vote commenced and was interrupted by further discussion after the following votes: Mr. Carnahan, yes; Mr. Foreman, yes; Mr. Sharpe, yes; and Ms. Dessauer, no. When Mr. Becker's name was called for vote due to confusion about the motion on the floor, further discussion resumed wherein Mr. Wilkening advised that Mr. Foreman was making a different motion than the criteria that was submitted.

Mr. Foreman asked Mr. Oliphant if he had stated the proper curbs can be put onto Fairbanks without needing to move any of the utilities. Mr. Oliphant responded in the negative and stated it was his opinion the school would not be responsible for the relocation if it would be required.

Mr. Wilkening advised Mr. Foreman what Mr. Oliphant had discussed is what had occurred in the past with public improvements done within the Town and that there are not any guarantees that would occur moving forward and asked Mr. Foreman to clarify his motion. Mr. Foreman stated his motion was to approve for everything but the widening of Fairbanks. Further discussion ensued at length regarding clarification for Mr. Foreman's motion.

Mr. Wilkening advised the request from the Petitioner was to waive all requirements for water main and roadway improvements and asked Mr. Foreman which items he was agreeable to waive or not waive. Mr. Foreman responded he is in favor of not widening Fairbanks. He is not in favor of waiving the installation of the water main or curb and gutter along Fairbanks. Discussion ensued regarding the waivers, the motion that was stated by Mr. Foreman, and completion of the vote.

Plan Commission Special Public Meeting
May 4, 2022

Mr. Austgen advised withdrawing the motion and the voting that occurred and allow for the motion to be clear and his legal recommendation is for the waivers be considered in a separate motion than the Preliminary Plat.

Mr. Foreman withdrew his motion, Mr. Carnahan withdrew his second to the motion, and all votes for the motion were withdrawn.

Mr. Austgen discussed there are other waivers listed in the Development agreement and having those be considered with the waivers currently being considered.

Mr. Wilkening asked Mr. Austgen if his recommendation was to consider the waivers as a separate motion. Mr. Austgen responded in the affirmative.

Ms. Dessauer asked Mr. Austgen which waivers were being referred to. Mr. Austgen responded it was his hope that the Plan Commission would allow for the Petitioner to discuss those waivers. Discussion ensued regarding the waivers being discussed and making any approval contingent upon engineering review. Discussion also ensued regarding how the PUD Agreement allows for the developer to not require waivers, due to the language included in the PUD Agreement.

Mr. Thompson stated it was his understanding that the Commissioners were discussing the partial approval of the waiver for the widening of the road, while not waiving the other two waiver requests for the water main and the curb and gutter, which will then be followed by the potential approval of the Preliminary Plat.

Mr. Foreman asked if they were currently discussing the Preliminary Plat. Mr. Wilkening responded in the affirmative.

Mr. Wilkening asked the Petitioner their thoughts for the improvements on Fairbanks. Mr. Thompson responded it is their understanding that the curb and gutter would be required, and they are willing to put those in, and he would like to change the waiver request to just the widening of Fairbanks.

Mr. Dion Katsouros, Skillman Corporation, asked Mr. Oliphant if his opinion was that the utility company would need to move the utilities at no cost to the school. Mr. Oliphant stated he would not guarantee it, and reiterated he had discussed recent projects in Town that the utility company moved the utilities at no cost to the Town.

Mr. Wilkening asked Mr. Thompson if the Petitioner was still only wanting to provide the easement for the water line to the Town. Mr. Thompson responded it was his understanding the easement for the water line is acceptable, and the water line should be provided. It is his hope that the fire hydrants could be waived, and they will work with the Fire Department regarding those. Discussion ensued regarding what would be needed for a motion regarding the waiver and having any motion be contingent upon engineering review.

Mr. Wilkening entertained a motion for the waivers for the Preliminary Plat.

A motion was made by Mr. Kiepura and seconded by Mr. Becker to approve the extension of the water main to the northwest corner of the property, to install curb and gutter along Fairbanks, and to waive the widening of Fairbanks, to be contingent upon review by the Town Engineer and Town Staff. Motion passed unanimously by roll-call vote:

Plan Commission Special Public Meeting
May 4, 2022

Mr. Carnahan Aye
Mr. Foreman Aye
Mr. Sharpe Aye
Ms. Dessauer Aye
Mr. Becker Aye
Mr. Kiepura Aye
Mr. Wilkening Aye

Mr. Wilkening asked Mr. Austgen if everything was in order for the public hearing for the One (1) Lot subdivision. Mr. Austgen responded in the affirmative.

Mr. Oliphant advised the Preliminary Plat is in order and similar to the previous motion, have any approval contingent upon Town Engineer and staff review.

Mr. Wilkening opened the floor for the public hearing for this item; hearing none, Mr. Wilkening closed the public hearing for this item.

Mr. Wilkening entertained a motion for the Preliminary Plat.

A motion was made by Mr. Sharpe and seconded by Mr. Becker to approve the Preliminary Plat for a One (1) Lot subdivision to be contingent upon review by the Town Engineer and Town Staff. Motion passed unanimously by roll-call vote:

Mr. Carnahan Aye
Mr. Foreman Aye
Mr. Sharpe Aye
Ms. Dessauer Aye
Mr. Becker Aye
Mr. Kiepura Aye
Mr. Wilkening Aye

2. Douglas MacArthur Elementary School – Rezone from R-2 to PUD
Petitioner: Crown Point Community School Corporation
Vicinity: 12900 Fairbanks Street, Cedar Lake, IN 46303

Mr. Wilkening stated the next order of business was for Douglas MacArthur Elementary School Preliminary Plat for a Rezone from R-2 to PUD in the vicinity of 12900 Fairbanks Street by Petitioner Crown Point Community School Corporation. Mr. Wilkening asked Mr. Austgen if everything is in order for the public meeting. Mr. Austgen responded in the affirmative.

Mr. Oliphant advised anything for the PUD would require a similar contingency of being reviewed by himself and Town staff.

Mr. Austgen advised the Plan Commission to review the PUD Agreement to ensure that the Developmental Standards are correct to the discussions that have occurred. Mr. Wilkening asked if the PUD could be approved if it was contingent upon legal review and corrections. Mr. Austgen responded it could; however, the agreement for the PUD is the agreement between the developer, the Plan Commission, and the Town Council. He would recommend not leaving the PUD Agreement contingent upon legal review and corrections.

Plan Commission Special Public Meeting
May 4, 2022

Mr. Wilkening asked if the motion should be contingent upon both legal review and approval by the Town Council. Mr. Austgen advised the rezone is required to be passed by the Town Council by way of Ordinance and discussed the exhibits and exhibit conditions that should be included with the Ordinance.

Mr. Austgen asked the Commissioners if they had any comments they would like to be included within the development agreement for the PUD. Mr. Foreman asked Mr. Austgen if what he was discussing was if they made a motion with the proceedings that have occurred within this meeting, his legal opinion was that they could move forward with the PUD. Mr. Austgen responded in the negative and clarified the Plan Commission's review of the document will allow for the Development Agreement of the PUD to be completed in its final edit so the PUD can be appended to the proposed Ordinance.

Mr. Wilkening asked if the PUD is not passed and approved, it would change the timeline the school would like to follow. Mr. Austgen responded in the negative and advised with the passing of the Preliminary Plat, they are allowed to start the process of site grading.

Mr. Becker asked Mr. Austgen if his advice was to defer this item. Mr. Austgen responded in the affirmative. Discussion ensued regarding the timeline for the school's expansion if the rezone is deferred to the May 18, 2022, meeting. Further discussion ensued regarding allowing for the PUD document to be reviewed and changes made by the Town Attorney and the attorney for the school.

Mr. Wilkening asked if there was any public comment for or against the Rezone from R-2 to PUD; hearing none, Mr. Wilkening closed the public hearing for the same.

Mr. Thompson requested a deferral for the rezoning of the property from the current R-2 Zoning District to PUD until the May 18, 2022, Public Meeting.

Mr. Wilkening entertained a motion for the deferral.

A motion was made by Mr. Becker and seconded by Ms. Dessauer to defer this item to the May 18, 2022, Public Meeting. The motion passed unanimously by roll-call vote:

Mr. Carnahan Aye
Mr. Foreman Aye
Mr. Sharpe Aye
Ms. Dessauer Aye
Mr. Becker Aye
Mr. Kiepura Aye
Mr. Wilkening Aye

3. Douglas MacArthur Elementary School – Site Plan Approval
Petitioner: Crown Point Community School Corporation
Vicinity: 12900 Fairbanks Street, Cedar Lake, IN 46303

Mr. Wilkening stated the next order of business was for Douglas MacArthur Elementary School Preliminary Plat for a One (1) Lot Subdivision by Petitioner Crown Point Community School Corporation in the vicinity of 12900 Fairbanks Street.

Mr. Austgen advised the Site Plan would include having the actions taken tonight by the Plan Commission imposed onto the plat.

Plan Commission Special Public Meeting
May 4, 2022

Mr. Oliphant recommended deferring this item until the next meeting due to the withdrawal of the waivers, to allow for the proper engineering documents to be provided to support the Site Plan.

Mr. Thompson requested a continuance for this item to the May 18, 2022, Public Meeting

A motion was made by Mr. Becker and seconded by Ms. Dessauer to continue this item to the May 18, 2022, Public Meeting. The motion passed unanimously by roll-call vote:

Mr. Carnahan Aye
Mr. Foreman Aye
Mr. Sharpe Aye
Ms. Dessauer Aye
Mr. Becker Aye
Mr. Kiepura Aye
Mr. Wilkening Aye

4. Cedar Lake United Methodist Church – Final Plat – One (1) Lot Subdivision
Owner: Cedar Lake United Methodist Church
Petitioner: Richard Henry
Vicinity: 7124 West 137th Place, Cedar Lake, IN 46303

Mr. Wilkening stated the next order of business was for a Final Plat for a One (1) Lot Subdivision for Cedar Lake United Methodist Church in the vicinity of 7124 West 137th Place.

Mr. Ken Puent, representing Cedar Lake United Methodist Church, advised the Plan Commission they were going to be requesting a deferral to the May 18, 2022, Public Meeting due to not having all of the necessary documents submitted on time.

Mr. Oliphant advised this item will be ready by the May 18, 2022, Public Meeting.

A motion made by Mr. Becker and seconded by Ms. Dessauer to defer this item to the May 18, 2022, Public Meeting. The motion passed unanimously by roll-call vote:

Mr. Carnahan Aye
Mr. Foreman Aye
Mr. Sharpe Aye
Ms. Dessauer Aye
Mr. Becker Aye
Mr. Kiepura Aye
Mr. Wilkening Aye

5. Henn – 13212 Wicker Avenue – Performance Letter of Credit Expires May 21, 2022

Mr. Wilkening stated the next order of business was for the Henn Performance Letter of Credit that expires on May 21, 2022. Mr. Salatas advised he had this included on the Special Public Meeting agenda in the event action needed to be taken. He believes there has been progress made on the list of outstanding work.

Mr. Oliphant stated the public infrastructure that is included in the Performance Letter of Credit has been completed. There remaining items are related to the ability of obtaining the Occupancy Permit, such as

Plan Commission Special Public Meeting
May 4, 2022

the detention basin. Regarding the Performance Letter of Credit, the items are in order, and at the next meeting, they will recommend a reduction to a Maintenance Letter of Credit. The remaining items can be handled at the Building Department level.

Mr. Wilkening asked for clarification on what is left and would need to be handled at the Building Department level. Mr. Oliphant responded they would withhold the issuance of an Occupancy Permit as the detention basin is deficient, and a new as-built survey needs to be submitted.

Mr. Becker asked who would be responsible for the Maintenance Letter of Credit if the property has been sold. Mr. Oliphant advised the Performance Letter of Credit is not being held for what is remaining. Mr. Wilkening asked for clarification on Mr. Oliphant's statement. Mr. Oliphant clarified the Letter of Credit is only for the public infrastructure improvements in the Right of Way.

Mr. Austgen asked if the public infrastructure improvements were completed. Mr. Oliphant responded in the affirmative. Discussion ensued regarding the remaining items left to be complete are private improvement and the original developer being responsible for the improvements to the property.

Mr. Austgen advised with the site improvements being a part of the approval process, all improvements still fall under the purview of the Plan Commission.

Mr. Wilkening asked Mr. Richard Thiel if it was his understanding the improvements fall on the original developer. Mr. Thiel responded that was his understanding.

Ms. Dessauer asked if this item would remain on the agenda. Mr. Wilkening advised he would like for this item to remain as an Update Item. Further discussion ensued regarding the Performance Letter of Credit being able to convert to Maintenance Letter of Credit and if a pull date needed to be set.

Mr. Wilkening advised the Plan Commission that he has requested for Mr. Oliphant and his team to create a required standard for the use of arborvitae trees as a barrier.

Mr. Salatas asked Mr. Austgen if he had a chance to review the Hanover Extension Letter of Credit due to their letter expiring on May 24, 2022. Mr. Austgen responded in the negative. Mr. Salatas asked if the Town Council could accept the Extension of the Letter of Credit contingent upon recommendation from the Plan Commission. Mr. Austgen responded in the negative.

Public Comment: None was had.

Adjournment: Mr. Wilkening adjourned the Special Public Meeting at 8:36 pm.

Plan Commission Special Public Meeting
May 4, 2022

TOWN OF CEDAR LAKE PLAN COMMISSION

Jerry Wilkening, President

John Kiepura, Vice President

Richard Sharpe, Member

John Foreman, Member

Robert Carnahan, Member

Heather Dessauer, Member

Chuck Becker, Member

ATTEST:

Ashley Abernathy, Recording Secretary

The Minutes of the Cedar Lake Plan Commission Special Public Meeting are transcribed pursuant to IC 5-14-15-4(b) which states:

(b) As the meeting progresses, the following memoranda shall be kept:

(1) The date, time, and place of the meeting.

(2) The members of the governing body recorded as either present or absent.

(3) The general substance of all matters proposed, discussed, or decided.

(4) A record of all votes taken by individual members if there is a roll call.

(5) Any additional information required under section 3.5 or 3.6 of this chapter or any other statute that authorizes a governing body to conduct a meeting using an electronic means of communication.

Cedar Lake Plan Commission: May 4, 2022, Minutes of the Special Public Meeting

EXHIBIT

“F”

EXHIBIT F

June 3, 2022

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

Attention: Plan Commission

Subject: MacArthur Elementary School Expansion
Preliminary Plat/Site Plan Review #6
(CBBEL Project No. 060016.00203)

Dear Plan Commission Members:

As requested, Christopher B. Burke Engineering, LLC (CBBEL) staff has reviewed the preliminary plat and site plan documents associated with expansion of MacArthur Elementary School located at the southwest corner of 129th Avenue and Fairbanks Street in the Town of Cedar Lake, Indiana (Town). The improvements include two building expansions, parking lots, play areas, baseball field, and detention basins. Engineering documents were submitted by Torrenga Engineering, Inc. (Torrenga), McAlpine Consulting, LLC (McAlpine), and Gibraltar Design (Gibraltar) and were reviewed for compliance with the Town of Cedar Lake's (Town) Subdivision Ordinance (No. 498), Zoning Ordinance (No. 1402), Lighting Ordinance (No. 1264), Stormwater Ordinance (No. 1218), and associated standard engineering methods. It is our understanding that NIES Engineering is completing detailed reviews for sanitary and potable water systems for the subdivision.

CBBEL received the following items to review:

- Comment Response Letter, prepared by Torrenga, dated June 1, 2022.
- "Douglas MacArthur Elementary School Additions and Renovations" Plan Set (22 Sheets), prepared by Torrenga, dated June 1, 2022. Including Preliminary and Final Plats.

CBBEL reviewed the submitted items and concludes the Applicant has satisfactorily addressed all previous comments. We recommend approval with the following conditions:

1. A Performance Letter of Credit will be required for all public infrastructure improvements prior to Final Plat approval.
2. Since the disturbance acreage is greater than 5 acres, a \$1,500 MS4 inspection fee is due prior to a building permit being issued.

The Applicant is required, by the CSGP, to have a SWPPP approved by the Town, prior to submitting a NOI with the IDEM Office of Water Quality, requesting to operate under the CSGP. The Town and IDEM must be notified at least 48 hours prior to any soil disturbing activities. The Town shall be copied on all submittals pertaining to CSGP requirements.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'D. C. Oliphant', with a stylized flourish at the end.

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

cc: Town Manager (via email)
Director of Operations (via email)
Building Administrator (via email)
Town Attorney (via email)
Don Torrenga, PE – Torrenga (via email)

P:\Cedar Lake\060016 Town Engineer\203\L060016.00203_MacArthur Elementary_060322.docx



May 26, 2022

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

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

RE: Patrolman Sterk Contract

Dear Cedar Lake Town Council:

At the Wednesday, May 25, 2022 Cedar Lake Board of Safety meeting, the Board voted 4:1 (Govert-Yes, Olthoff-No, Villalobos-Yes, Stick-Yes, Kaper-Yes) to send Favorable Recommendation to the Cedar Lake Town Council to enforce the contract as signed by Patrolman Richard Sterk.

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 dark ink, reading "Lester C. Kaper". The signature is fluid and cursive, with a long horizontal stroke at the end.

Lester C. Kaper
Cedar Lake Board of Safety Chairman



March 7, 2022

Donald C. Oliphant

Christopher B. Burke Engineering, Ltd.
9575 W Higgins Road,
Suite 600
Rosemont, IL 60018
(847) 823-0500
doliphant@cbbel.com

RE: ROW – Corridor Topography Survey Proposal – 133rd Avenue from Faith Church to Lakeside, Cedar Lake, Indiana 46303, Sec. 24-34-9

Dear Mr. Oliphant:

As per your request for a proposal received via e-mail on March 1, 2022, DVG Team, Inc., (DVG) proposes professional Land Surveying Services for the projects referenced above as follows:

Scope of Services for ROW - Corridor 133rd Avenue Project:

Measure topographic information within right of way of 133rd Avenue and 30' beyond right of ways from 100 feet west of the west edge of the entrance drive lane of Faith Church to 100 feet east of the west line of Lakeside Subdivision. Additionally, a 100' x 350' area will be measured north of the north right of way line at the entrance to Lemon Lake County Park.

Topographic Measurement to Include:

Horizontal Control: Utilizing state plane coordinates, DVG will set recoverable primary control utilizing GPS equipment based on NGS Control Monumentation (Horizontal datum will be tied to State plane coordinates).

Vertical Control: DVG will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed NGS Control Monumentation (NAVD88 vertical control datum).

Existing Right-of-Way: establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, subdivision plats and any other available information.

Topographic Survey: field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities,



driveway culverts, cross road culverts, etc. Measure all rim and invert elevations, utility sizes & type.

Cross Sections: DVG will obtain cross sections of the roadways at 50-foot intervals.

Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground visible facilities of any additional underground utilities electric, cable, etc. will also be located.

Base Mapping: DVG will compile all the above information onto a base map at 1'=20' scale that is representative of existing conditions for use as the base sheet for the design of the project.

Deliverable:

A digital drawing in an ACAD format containing 3D break lines and points along with a Land .xml file.

Time Frame:

It is estimated that the project will be completed within 25 business days of given an authorization to proceed.

Compensation:

Lump Sum Fee: \$9,300

Payment will be due 90 days after presentation of final invoice at completion of work. Thank you for the opportunity to provide this proposal and if should have any questions or wish to proceed, please feel free to contact me.

Respectfully,

DVG Team Inc.

Accepted by:

Glen E. Boren, PS
Director of Surveying
gboren@dvgtteam.com

Name:

Date:

DVG TEAM INC.
STANDARD CONTRACT / PROPOSAL TERMS & CONDITIONS

ARTICLE 1: SCOPE OF SERVICES

DVG Team Inc. (DVG Team) agrees to perform all surveying/engineering services set forth as described in the attached Agreement. DVG Team shall carefully study the services described in the Agreement and shall report to the Owner, when discovered, any errors, inconsistencies or omissions.

ARTICLE 2: ADDITIONAL SERVICES

The Owner without invalidating the Agreement may order changes in services or add services to the Agreement within the general scope of the Agreement. No changes or additions in services shall be binding unless authorization by written directive is provided by the Owner. DVG Team shall be compensated for additional services requested in written form by the Owner not defined in the Scope of Services of the Agreement at DVG Team's standard hourly rates or at a fee mutually agreed by the Owner and DVG Team.

ARTICLE 3: TIME OF COMMENCEMENT AND COMPLETION

Time is of the essence in this Agreement. The services to be performed defined in this Agreement shall be commenced as defined in a written Notice to Proceed by the Owner and shall be completed in such a manner to meet the various deadlines defined by the Owner in the Agreement and Notice to Proceed.

ARTICLE 4: ISSUE FOR CONSTRUCTION PLAN SETS

DVG Team will provide "ISSUE FOR CONSTRUCTION" plan sets to client and to all other parties at the request of client. All parties should only construct the site based on engineering from the "ISSUE FOR CONSTRUCTION" plan sets. DVG Team will not be responsible for any construction issues arising from client or client contractors due to use of any engineering plan sets other than those labeled "ISSUE FOR CONSTRUCTION".

ARTICLE 5: COMPENSATION

The services to be performed in this Agreement shall be compensated under the conditions defined in the Agreement. All payments are due within 30 days of the date on the invoice. Payments made after that time are considered past due and will be charged a 1.5% late fee on the outstanding balance on a monthly basis.

ARTICLE 6: INSURANCE

DVG Team will maintain insurance coverage for Comprehensive General Liability, Automobile Liability and Workman's Compensation. Certificated evidencing insurance coverage will be provided to the Owner upon request. For projects involving construction, Owner agrees to require its construction contractor to include DVG Team and the Owner as additionally insured on its policies relating to the Project.

ARTICLE 7: INDEMNIFICATION

To the fullest extent permitted by law, DVG Team shall indemnify and hold harmless the Owner, its Officers, Directors and Employees from and against all claims, damages, losses and expenses including but not limited to attorney's fees arising out of or resulting from the performance of the work under this

Agreement provided that such claim, damage, loss or expense is caused in whole or in part by the negligent acts or omissions of DVG Team, its employees or its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable in the performance and furnishing of services under this Agreement.

To the fullest extent permitted by law, the Owner shall indemnify and hold harmless DVG Team, DVG Team's officers, directors, partners employees and consultants from and against costs, losses and damages including but not limited to reasonable fees and charges of engineers, architects, attorneys and other professionals and reasonable court or arbitration or other dispute resolution costs caused solely by the negligent acts or omissions of the Owner, the Owner's officers, directors, partners, employees and consultants with respect to this Agreement.

ARTICLE 8: LIMITS OF LIABILITY

No employee of DVG Team shall have individual liability to the Owner. Owner agrees that to the fullest extent permitted by law, DVG Team's total liability to the Owner for any and all injuries, claims, losses, expenses or damages arising out of or in any way related to this Project or this Agreement from any causes including but not limited to DVG Team's negligence, error omission, strict liability or breach of contract shall not exceed the total compensation received by DVG Team under this Agreement. If the Owner desires a limit of liability greater than provided above, Owner and DVG Team shall include in the Agreement the amount of such limit and the additional compensation to be paid to DVG Team for assumption of such risk.

ARTICLE 9: NON-DISCRIMINATION

DVG Team and its subcontractors shall not discriminate against any employee or applicant for employment assigned to the performance and completion of the work under this Agreement with respect to hire, tenure, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

ARTICLE 10: STANDARD OF PERFORMANCE

The parties acknowledge that the Owner is selecting DVG Team to perform the services defined in the Agreement and is relying on DVG Team's reputation for excellence in the performance of the services required herein. DVG Team shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties. DVG Team shall devote such time to the performance of its duties under this Agreement as reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.

DVG Team shall be responsible for the professional quality, accuracy and the coordination of all analyses and reports and other services defined in the Agreement. DVG Team shall without additional compensation correct or revise any errors or omissions, deficiencies and specifications and other services if the errors resulted from the negligence of DVG Team. DVG Team specifically agrees that in the performance of the services enumerated by the Agreement or by anyone acting on its behalf, that DVG Team will comply with any and all State, Federal and Local Statutes, Ordinances and Regulations and obtain and pay for all permits that are applicable to the entry into and performance of this Agreement.

ARTICLE 11: CONFIDENTIALITY

DVG Team acknowledges that during the performance of the work, it will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or leased by the Owner and/or used by the Owner in connection with the operation of its business including, without limitation, the Owner's business and product processes, methods, customer lists, accounts and procedures. DVG Team agrees that it will not disclose any of the aforesaid, directly or indirectly, or use at any time thereafter, except as required in the course of executing this Agreement.

DVG Team further agrees that it shall at all times preserve the confidential nature of its relationship to the Owner and of the services hereunder.

ARTICLE 12: TERMINATION

Either party may at any time upon seven (7) calendar days prior written notice to the other party may terminate this Agreement. In the event of termination of this Agreement by either party, the Owner shall within fifteen (15) calendar days of termination pay DVG Team for all services rendered and all reimbursable costs incurred by DVG Team up to the date of termination in accordance with the payment provisions of this Agreement.

Both parties agree that the Client and/or DVG Team may terminate this Agreement at any time with or without cause upon giving the other party not less than seven (7) calendar days written notice.

In the event of any termination that is not the fault of DVG Team, the Client shall pay DVG Team in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by DVG Team in connection with the orderly termination of this Agreement, including but not limited to reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

ARTICLE 13: CONFLICTS OF INTEREST

DVG Team represents that it is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between DVG Team and any third party. Further, DVG Team, in rendering its duties shall not utilize any invention, discover, development, improvement, innovation, or trade secret in which it does not have a proprietary interest. During the term of this Agreement, DVG Team shall devote as much of its productive time, energy and abilities to the performance of its/his/her duties hereunder as is necessary to perform the required duties in a timely and productive manner.

ARTICLE 14: SUCCESSORS AND ASSIGNEES

The Owner binds itself and its successors and DVG Team binds its successors, executors, administrators and assignees, to the other party of this Agreement and to the successor, executors, administrators and assignees of such other party as authorized by law, in respect to all covenants of this Agreement. Except as above set forth, neither the Owner nor DVG Team shall assign, sublet or transfer its interest in this Agreement without the consent of the other.

Date of Issuance: **May 25, 2022**

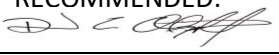
Effective Date:

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: **West Lake HMA Overlays**Contract Name: **N/A****The Contract is modified as follows upon execution of this Change Order:**

Description: This change order summarizes the removal of Pay Item #7 and the addition of Pay Item #8 based on field revisions associated with an unstable subgrade. Revisions to Pay Items #2-5 are based on contract adjustments and balancing for the final pay application.

Attachments: CO2 Table with summary of adjusted items.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>179,659.50</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ <u>19,031.67</u>	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>193,659.50</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ <u>19,031.67</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>212,691.17</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u>	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Town Engineer</u>	Title: _____	Title: _____
Date: <u>5/25/2022</u>	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: N/A Date: _____
 Title: N/A

**Town of Cedar Lake, Indiana
West Lake HMA Overlays**

Contractor: Milestone Contractors North, Inc.

(CBBEL Project No. 060015)

Change Order No. 2

Date: May 25, 2022

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	HMA, SURFACE, TYPE B, 2-IN	TON	\$ 86.00	1530.00	-121.68	1408.32	\$ (10,464.48)	\$ 121,115.52
3	HMA, WEDGE AND LEVEL, TYPE B (UNDISTRIBUTED)	TON	\$ 105.00	150.00	4.96	154.96	\$ 520.80	\$ 16,270.80
4	ASPHALT FOR TACK COAT	SYS	\$ 0.85	8770.00	3297.00	12067.00	\$ 2,802.45	\$ 10,256.95
5	CASTING, ADJUST TO GRADE	EA	\$ 375.00	13.00	-3.00	10.00	\$ (1,125.00)	\$ 3,750.00
7	MILLING, VARIABLE DEPTH	LS	\$ 11,000.00	0.00	-1.00	-1.00	\$ (11,000.00)	\$ (11,000.00)
8	HMA, BINDER, TYPE B, 3-IN	TON	\$ 80.20	0.00	477.53	477.53	\$ 38,297.91	\$ 38,297.91

TOTAL: \$ 19,031.67

Awarded Contract Value: \$ 179,659.50

+ Previous Change Orders Value: \$ 14,000.00

= Contract Value Prior to this Change Order: \$ 193,659.50

+ Change Order 2 Value: \$ 19,031.67

= Current Contract Value: \$ **212,691.17**

May 25, 2022

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

Attention: Jennifer Sandberg – Clerk-Treasurer

Subject: West Lake HMA Surface Overlays
Pay Request No. 2, Final
(CBBEL Project No. 060015)

Dear Town Council Members:

Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Pay Request # 2 in the amount of \$85,894.18 submitted by Milestone Contractors North, Inc. dated May 23, 2022, and received on May 25, 2022. Based on the completed and observed work to date, CBBEL recommends payment in the following amount:

Total Improvements:	This Estimate	To Date
Value of Work Completed:	\$ 212,691.17	\$ 212,691.17
Less Retainage:	\$ (0.00)	\$ (0.00)
Balance:	\$ 212,691.17	\$ 212,691.17
Less Previous Payments:	\$ 126,796.99	\$ 126,796.99
Amount Due This Payment:	\$ 85,894.18	\$ 85,894.18

Please find attached copies of the Final Invoice #2 from Milestone and the Pay Estimate Report from CBBEL. The final waiver of lien for Milestone has also been included with this letter.

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

Sincerely,



Thomas J. Gordon
Construction Engineer



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

Encl.: As noted.

cc: Chris Salatas – Town Manager
John Straka – Milestone

P:\Cedar Lake\060015 Town Engineer\00005 Town-General\2021 Asphalt Overlays\West Lake HMA Overlays Bid\Pay Estimates\West Lake HMA Overlay Request #2 Final Burke Review, 05-25-22 .docx

TOWN OF CEDAR LAKE, IN
WEST LAKE HMA SURFACE OVERLAYS

CONTRACTOR: Milestone Contractors North, Inc.
DATE: May 25, 2022
ESTIMATE NO. 2 **FINAL**
PROJECT: West Lake HMA Overlays
PROJECT #: 060015

CBBEL PAY ESTIMATE REPORT

ITEM	DESCRIPTION	CONTRACT QUANTITY	UNIT OF MEASURE	UNIT PRICE	CONTRACT COST	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY TO DATE	PERCENT UTILIZED	CONTRACT AMOUNT TO DATE
1	MOBILIZATION AND DEMOBILIZATION	1.222222	LS	\$ 13,500.00	\$ 16,500.00	0.47	\$ 6,375.00	1.22	100.0%	\$ 16,500.00
2	HMA, SURFACE, TYPE B, 2-IN	1,530	TON	\$ 86.00	\$ 131,580.00	266.97	\$ 22,959.42	1,408.32	92.0%	\$ 121,115.52
3	HMA, WEDGE AND LEVEL, TYPE B (UNDISTRIBUTED)	150	TON	\$ 105.00	\$ 15,750.00	0.00	\$ -	154.96	103.3%	\$ 16,270.80
4	ASPHALT FOR TACK COAT	8,770	SYS	\$ 0.85	\$ 7,454.50	2,998.00	\$ 2,548.30	12,067.00	137.6%	\$ 10,256.95
5	CASTING, ADJUST TO GRADE	13	EA	\$ 375.00	\$ 4,875.00	0.00	\$ -	10.00	76.9%	\$ 3,750.00
6	TRAFFIC CONTROL	1	LS	\$ 6,500.00	\$ 6,500.00	0.25	\$ 1,625.00	1.00	100.0%	\$ 6,500.00
7 (CO1)	MILLING, VARIABLE DEPTH	1	LS	\$ 11,000.00	\$ 11,000.00	0.00	\$ -	0.00	0.0%	\$ -
8 (CO2)	HMA, BINDER, TYPE B, 3-IN	477.53	TON	\$ 80.20	\$ 38,297.91	477.53	\$ 38,297.91	477.53	100.0%	\$ 38,297.91
TOTAL							\$ 71,805.62	TOTAL		\$ 212,691.17

Awarded Contract Value: \$ 179,659.50
Current Contract Value: \$ 212,691.17
Current Awarded CO Value: \$ 33,031.67
Projected Total CO's Value: \$ -

Percent Complete (Awarded): 118.39%
Percent Complete (Current): 100.00%

ORIGINAL CONTRACT	\$ 179,659.50
TOTAL CHANGE ORDERS	\$ 33,031.67
REVISED CONTRACT	\$ 212,691.17
COMPLETED TO DATE	\$ 212,691.17
RETAINAGE	\$ -
TOTAL EARNED LESS RETAINAGE	\$ 212,691.17
LESS PREVIOUS REQUESTS	\$ 126,796.99
CURRENT AMOUNT DUE	\$ 85,894.18



Milestone

Progress Billing Detail

Remit Milestone Contractors North, Inc.
To: 1700 E. Main Street
Griffith IN 46319

Invoice #: 211742-2

Date: 5/23/2022

Job: WEST LAKE OVERLAYS

To: TOWN OF CEDAR LAKE
7408 CONSTITUTION AVE.
P.O. BOX 707
CEDAR LAKE, IN 46303

Customer No: 13800

Payment Terms: NET 30

Contract: 211742-

Cont Item	Description	Units Billed			Amounts Billed				
		Contract Amount	Contract Quantity	Quantity This Period	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date
1	MOB / DEMOB	13,500.00	1.22222	0.470	1.220	LS	0.000	6,375.00	16,500.00
2	HMA SURFACE, TYPE B, 2"	131,580.00	1,530.000	266.970	1,408.320	TON	86.000	22,959.42	121,115.52
4	ASPHALT FOR TACK COAT	7,454.50	8,770.000	2,998.000	12,067.000	SY	0.850	2,548.30	10,256.95
6	M.O.T.	6,500.00	1.000	0.250	1.000	LS	6,500.00	1,625.00	6,500.00
7	HMA BINDER	88,110.00	1,100.000	477.530	477.530	TON	80.200	38,297.91	38,297.91
100% TOTAL RETAINAGE								21,269.12	21,269.12

Total Billed This Period To Date:	85,894.18	212,691.17
Less Retainage:	0.00	
Less Previous Applications:	0.00	126,796.99
Total Due This Invoice:	85,894.18	

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, for a project known as West Lake HMA Overlays located at Cedar Lake, Indiana, and does hereby further state:

(PARTIAL WAIVER)

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

- () 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: \$85,894.18

- () receipt for which is hereby acknowledged, or
(X) 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

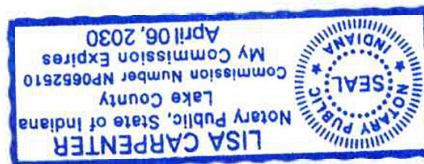
[Redacted Signature]
Signature of Authorized Representative

Witness my hand and notarial Seal, this 25th of May, 2022

Residing in LAKE County, State of Indiana. My commission expires 04-06-2022

[Redacted Signature]
Notary Signature

LISA CARPENTER
Printed Notary Name



TEMPORARY DRAINAGE AND USE EASEMENT AGREEMENT

THIS TEMPORARY DRAINAGE AND USE EASEMENT AGREEMENT (hereinafter, the "Easement"), dated _____, 2022, is by and between the TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation (hereinafter "Town"), and DALE R. HUSEMAN AND KENNETH A. HUSEMAN, AS TRUSTEES UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED 5-21-2009 (hereinafter, the "Husemans"), and for their Temporary Drainage and Use Easement Agreement, state as follows:

RECITALS:

WHEREAS, the Town is a Municipal Corporation duly organized and existing pursuant to the applicable laws of the State of Indiana, and which is governed by a duly elected legislative body, the Town Council; and

WHEREAS, the Town has been engaged in due diligence for decades for the ecosystem restoration of the body of water known as Cedar Lake (hereinafter, the "Lake"), which is located centrally within the Town, and is comprised of approximately Seven Hundred Eighty (780) acres, more or less; and

WHEREAS, as part of the ecosystem restoration of the Lake, the Town Council has exhaustively considered and examined ecosystem restoration methods, and as a consequence of such exhaustive examination, has arrived at an appropriate method and manner of accomplishing same; and

WHEREAS, the Town Council has heretofore acquired several parcels of real estate in 2007, which parcels together encompass approximately One Hundred Fourteen (114) acres of real estate; that said parcels of real estate are located South and West of the Lake, and were specifically acquired for use for the ecological restoration project; and

WHEREAS, in the course of the intensive due diligence work with engineers, consultants, and government agencies, which include the United States Army Corps of Engineers (hereinafter, the "ACOE"), the Town Council has determined that sediment removal from the bottom of portions of the Lake by dredge will be the most efficient, cost-effective, and maximally efficient engineered method for the intended ecosystem restoration purpose; and

WHEREAS, the Town Council has engaged in numerous offshore activities in furtherance of the ecosystem restoration project and the present project activities are now able to proceed subject to certain real estate acquisition transactions being completed and closed; and

WHEREAS, the Town Council is aware that removal of sediment from the Lake can only be accomplished under current rules, laws, regulations, and specific detailed engineering specifications and recommendations, and will necessitate the placement of such Lake dredge spoils and materials such that slurry from said removed dredge spoils and materials will flow back to and settle in the Lake; and

WHEREAS, the Town Council has identified a suitable route from the Lake to the Town property identified in Exhibit "A" by which to transport the sediment from the Lake to the Town owned property, which route will traverse property owned by the Husemans and is legally described as set forth in Exhibit "B", which is attached hereto and incorporated herein; and

WHEREAS, the Town Council, pursuant to applicable law, now seeks to acquire a drainage and use easement over the Huseman real estate identified in Exhibit "B", for the Town Council to commence and complete ecosystem restoration of the Lake, in conformance with rules, laws, regulations and engineering specifications; and

WHEREAS, the Husemans now seek to enter a drainage and use easement agreement with the Town to define the parameters, terms, and conditions of said drainage and use easement granted to the Town herein; and

WHEREAS, the Town and the Husemans now both seek to enter an amicable Easement to define the parameters, terms, and conditions of a temporary drainage and use easement granted by the Husemans to the Town, in exchange for good and valuable consideration, all as set forth in this Agreement.

COVENANTS:

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and Agreements herein contained, the Husemans agree with the Town as follows:

1. **Recitals**. The Recitals stated hereinabove are incorporated as additional Covenants as if fully restated herein.
2. **Conveyance of Easement to Town**. At the Closing (as defined in Section 4 below), the Husemans will convey a temporary drainage and use easement for its parcel of Property (hereinafter, the "Huseman Property") to the Town by acceptable conveyance instrument in the form attached hereto as **Exhibit "B"**. The Easement upon the Huseman Property shall be transferred to the Town in "as is" condition, with no representations and warranties given by the Husemans, or any successors or assigns.
3. **Term and Termination**. The term of this Agreement shall commence on the ____ day of _____, 2022, and shall expire one (1) year after the engineering consultants on said Project determine that the Project has been satisfactorily completed, which entire term is expected to take three (3) to four (4) years.
4. **Consideration for Property**. As consideration for the Husemans' conveyance of the Easement upon their parcel of Property, the Town shall:
 - a. Pay and compensate the Husemans in the amount of Two Thousand (\$2,000.00) Dollars per year per acre of property that is subject to said Easement. *Payment due June 1st each year*
 - b. Continue to pay the aforesaid compensation until such time as the Easement is vacated by the Town. *CS, DPH KPH*
5. **Closing**. The closing for the transfer of the Easement interest set forth hereinabove and contemplated by this Agreement (the "Closing") shall occur on or before _____.
6. **Property Damage**. The Town will take precaution to prevent damage from occurring to drainage tiles located upon and within the Huseman Property. In the event that drainage tiles upon and within the Huseman Property are damaged by the Town or its assigns in the course of work performed within the Huseman Property by the Town or its assigns, the Town will pay for the repairs necessary to repair said property damage. In the event

that drainage tiles are not repaired by the Town upon completion of the associated project, the Husemans, or their assigns, will have One Hundred Twenty (120) days in which to make a claim with the Town that additional repairs are necessary and outstanding.

7. Attorneys' Fees and Costs. The Parties hereby agree to the payment of their own Consultant fees and costs, and legal expenses, for the proceedings herein, to and through the Closing. Notwithstanding the foregoing, if it becomes necessary for any of the Parties to engage an attorney (or attorneys) to enforce any one (1) or more of the provisions of this Agreement, the prevailing party in any resulting legal proceeding shall be entitled to recover its actual expenses, including, but not limited to, reasonable attorneys' fees and recoverable costs incurred in connection with such proceeding, in addition to any other further relief to which it may be entitled.
8. Cooperation. The Parties further agree to cooperate in all respects with the processing of agreements and understandings to permit the transaction to conclude efficiently and expeditiously.
9. Authorizations.
 - a. Municipal Entity Authorization. The Town hereby represents and warrants that it has the full power and authority under applicable Indiana law to enter into this Agreement.
 - b. Trust Entity Authorization. It is expressly acknowledged and stated that this Agreement is entered into by Dale R. Huseman and Kenneth A. Husemen, as Trustess under the provisions of a Trust Agreement dated 5-21-2009, after appropriate action of the Trustees and/or authorized Officers or Representatives of the entity. The undersigned representatives of the Husemans' Trust Entity are duly authorized representatives to enter and make this Agreement.
10. Town Public Meeting Action. It is expressly acknowledged and stated that this Agreement is made and entered into by the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, after action at a duly noticed Public Meeting of the Town Council of the Town on the ____ day of _____, 2022, wherein by a vote of ____ in favor, and ____ opposed, the Town Council President and Town Clerk-Treasurer, respectively, were directed to execute and attest the same, and deliver this Agreement herein.
11. Governing Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Indiana.


12. Survival and Severability. The Parties agree that if any clause, provision or portion of this Agreement shall be determined to be invalid or unenforceable by a state court of competent jurisdiction in Lake County, Indiana, said decision shall not invalidate nor render unenforceable, the remainder of this Agreement.
13. Occupants, Successors and Assigns. All provisions, terms and conditions of this Agreement shall be binding upon all tenants, owners, occupants, and their heirs, assignees and legal successors.
14. Entire Agreement. This Agreement represents the entire understanding of the Parties hereto with respect to the subject matter hereof 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 Parties hereto.
15. Counterpart Signatures. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this Temporary Drainage and Use Easement Agreement as of the day, month and year first above written.

HUSEMANS

Dale R. Huseman and Kenneth A. Huseman, as Trustees under the Provisions of a Trust Agreement dated the 5-21-2009.

By: 
Dale R. Huseman, Trustee

By: Kenneth A. Huseman
Kenneth A. Huseman, Trustee

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of June, 2022, personally appeared Dale R. Huseman of the Dale R. Huseman and Kenneth A. Husman, not Individually, but as Trustees under the provisions of a Trust Agreement dated 5-21-2009, who acknowledged the execution of the foregoing TEMPORARY DRAINAGE AND USE EASEMENT AGREEMENT as his voluntary act and deed in representative capacity.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my Official Seal.

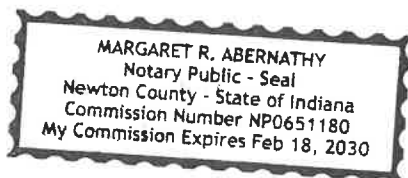
Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of June, 2022, personally appeared Kenneth A. Huseman of the Dale R. Huseman and Kenneth A. Huseman, not Individually, but as Trustees under the provisions of a Trust Agreement dated 5-21-2009, who acknowledged the execution of the foregoing TEMPORARY DRAINAGE AND USE EASEMENT AGREEMENT as his voluntary act and deed in representative capacity.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my Official Seal.

Notary Public



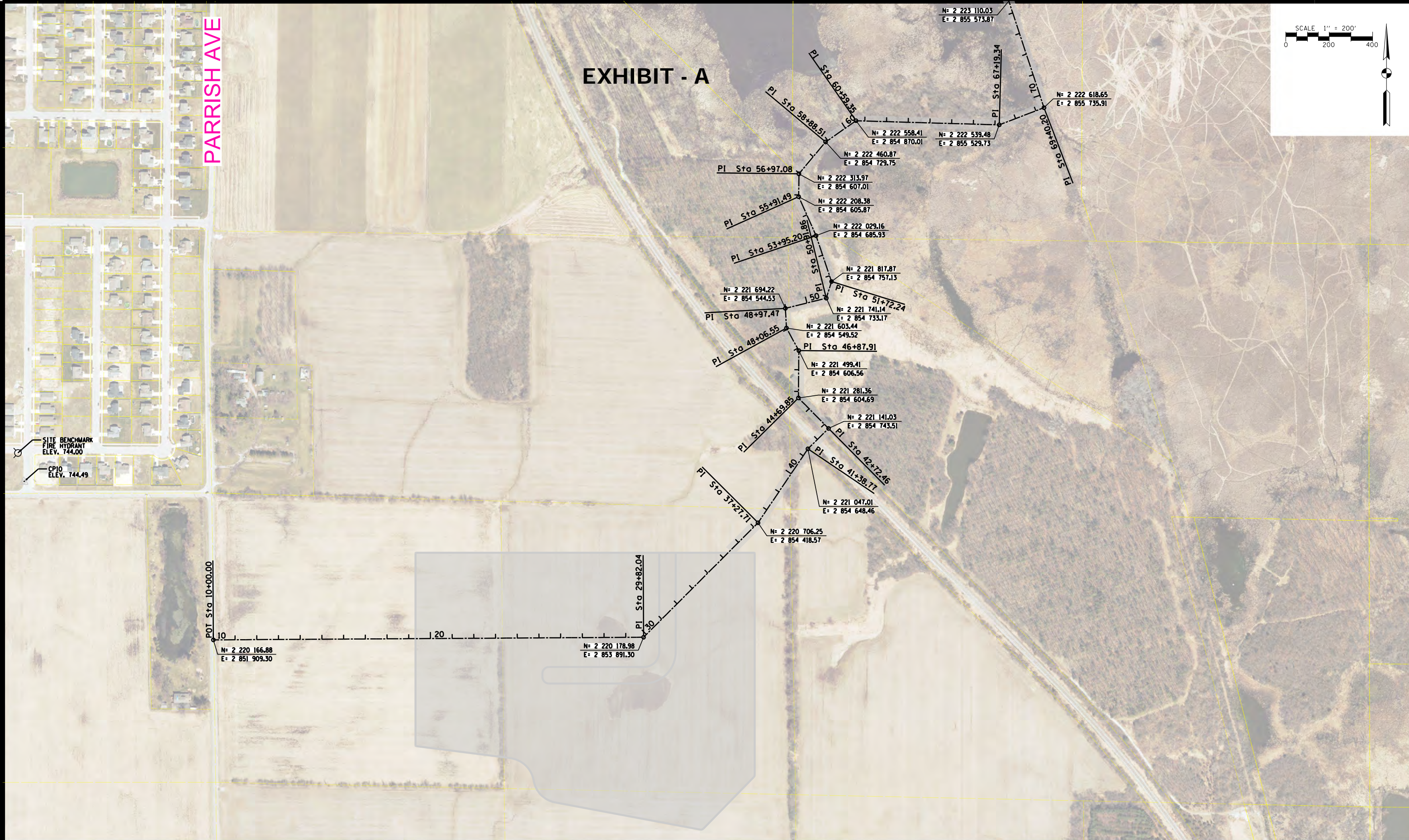
IN WITNESS WHEREOF, the Parties hereto have executed this Temporary Drainage and Use Easement Agreement as of the day, month and year first above written.

TOWN

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

By: _____
Randell C. Niemeyer
Town Council President

Attest: _____
Jennifer N. Sandberg, IAMC
Town Clerk-Treasurer



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

CLIENT:



TOWN OF CEDAR LAKE
7408 CONSTITUTION AVENUE
P.O. BOX 707
CEDAR LAKE, IN 46303

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL	DSGN.	JAL	PJN	LMP	SCALE	PLOT DATE	CAD USER	MODEL
									400'	2/8/2022	Jlapaglia	Default
FILE NAME: N:\CedarLake\200323\Civil\sta.l.bmk, 200323.02.shx												

TITLE:

ALIGNMENT LAYOUT PLAN

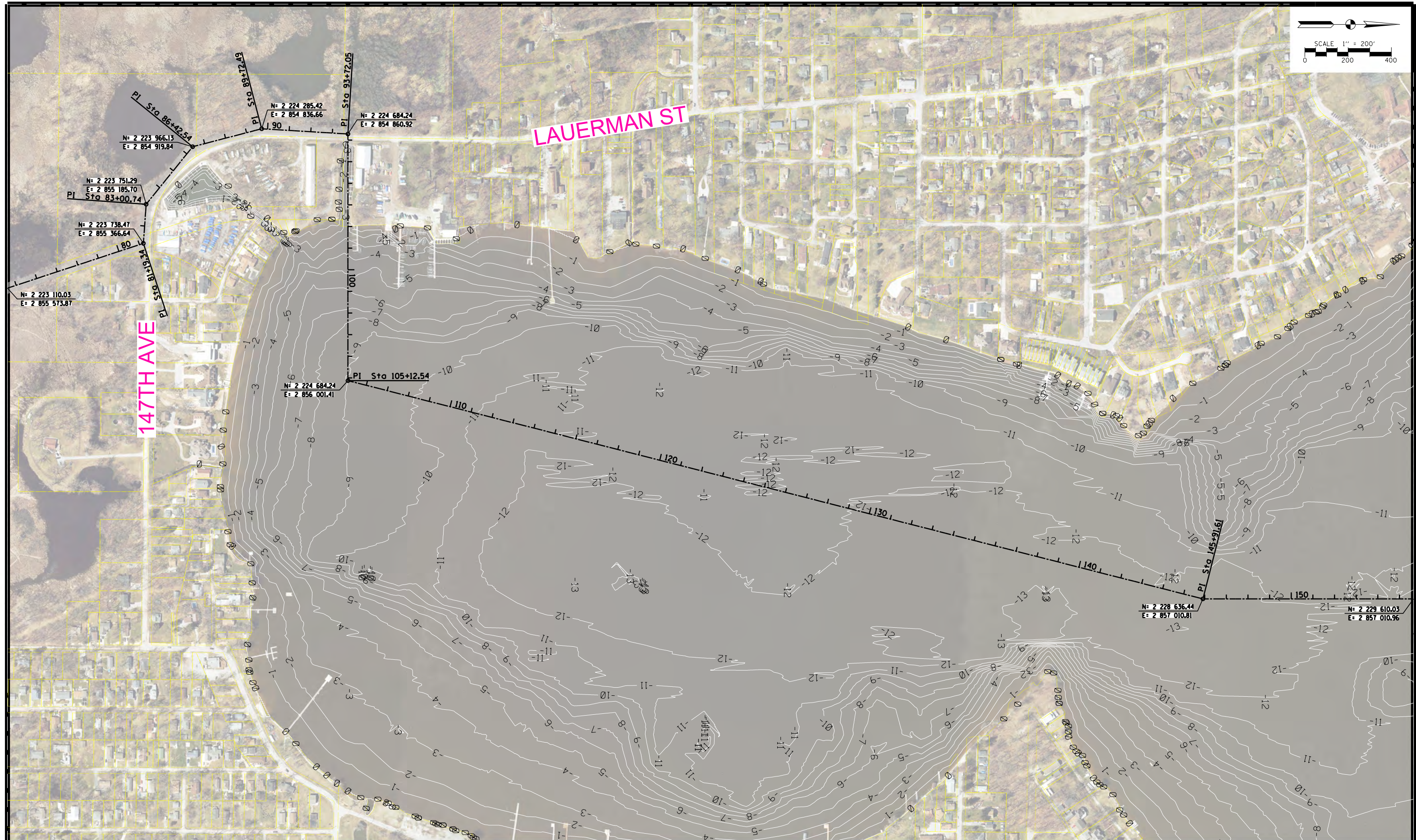
PROJ. NO. 20-0323

DATE: 2/8/2022

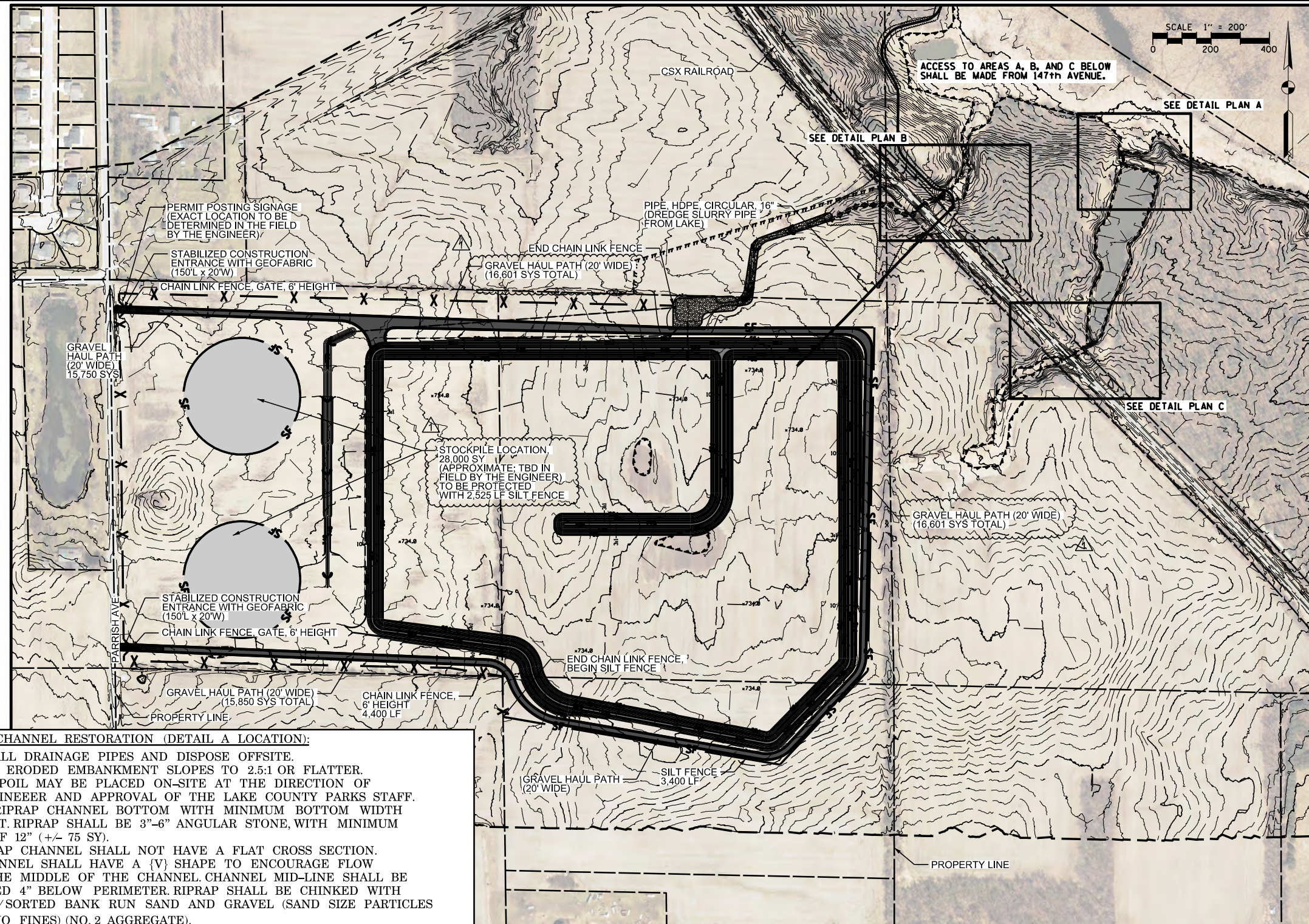
SHEET 7 OF 56

DRAWING NO.

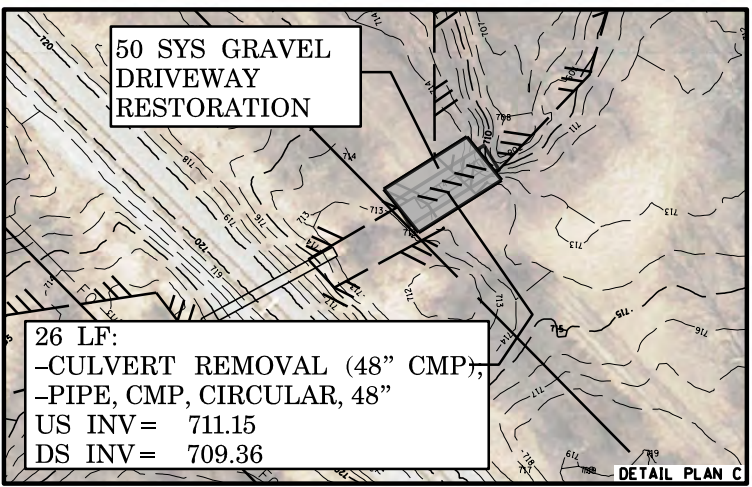
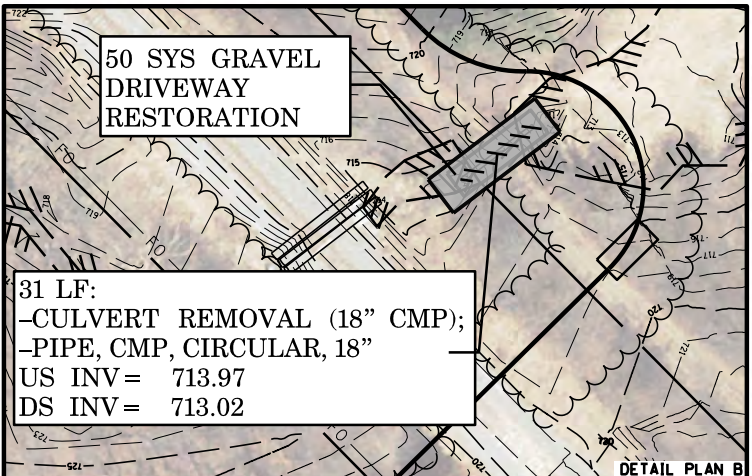
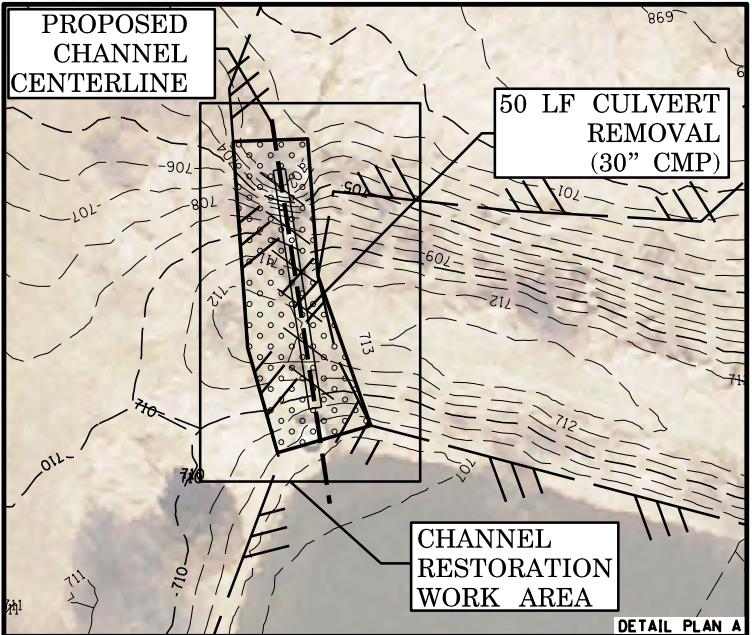
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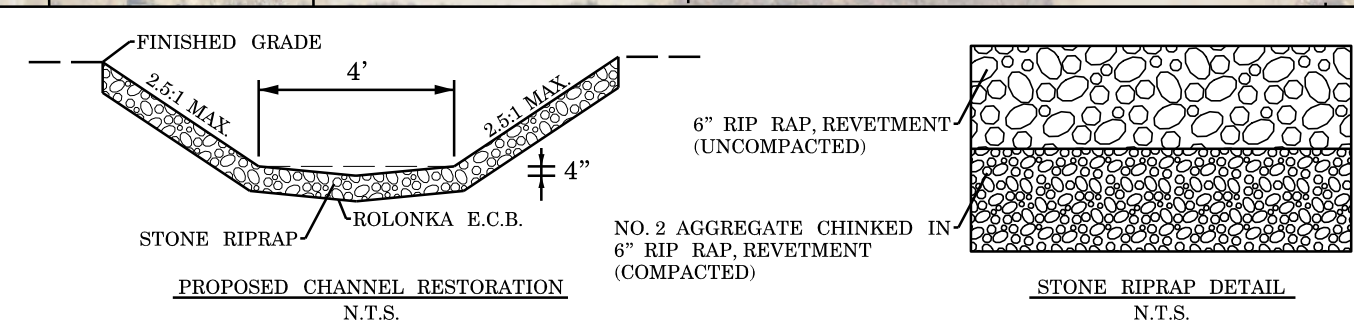
CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500



- NATIVE SEEDING (CARDNO BASIC PRAIRIE MIX) AND NAG S75BN BLANKET
- GRAVEL DRIVEWAY RESTORATION
- EXISTING SWALE STABILIZATION



- PROPOSED CHANNEL RESTORATION (DETAIL A LOCATION):**
- REMOVE ALL DRAINAGE PIPES AND DISPOSE OFFSITE.
 - LAY BACK ERODED EMBANKMENT SLOPES TO 2.5:1 OR FLATTER. EXCESS SPOIL MAY BE PLACED ON-SITE AT THE DIRECTION OF THE ENGINEER AND APPROVAL OF THE LAKE COUNTY PARKS STAFF.
 - INSTALL RIPRAP CHANNEL BOTTOM WITH MINIMUM BOTTOM WIDTH OF 4- FEET. RIPRAP SHALL BE 3"-6" ANGULAR STONE, WITH MINIMUM DEPTH OF 12" (+/- 75 SY).
 - THE RIPRAP CHANNEL SHALL NOT HAVE A FLAT CROSS SECTION. THE CHANNEL SHALL HAVE A {V} SHAPE TO ENCOURAGE FLOW DOWN THE MIDDLE OF THE CHANNEL. CHANNEL MID-LINE SHALL BE DEPRESSED 4" BELOW PERIMETER. RIPRAP SHALL BE CHINKED WITH WASHED /SORTED BANK RUN SAND AND GRAVEL (SAND SIZE PARTICLES TO 3/4" - NO FINES) (NO. 2 AGGREGATE).
 - RIPRAP CHANNEL INVERT ON EAST SIDE, AT WETLAND INTERFACE, SHALL MATCH EXISTING GRADE (APPROXIMATELY 701.8).
 - CHANNEL INVERT ON WEST SIDE SHALL BE 706.6.
 - FOLLOWING CONSTRUCTION, THE EMBANKMENT, SOIL, BARE AREAS, AND ALL DISTURBED SOIL SHALL BE SEEDED AND BLANKETED TO THE SATISFACTION OF THE ENGINEER. THE BLANKET SHALL BE NORTH AMERICAN GREEN S75BN OR APPROVED EQUAL. NATIVE SEEDING SHALL BE CARDNO NURSERY - BASIC PRAIRIE SEED MIX (NO SUBSTITUTIONS ALLOWED) (+/- 75 SY).
- DETAILED PLANS B AND C NOTES:**
- FOLLOWING CONSTRUCTION, ALL DISTURBED AREAS SHALL HAVE GRADES RESTORED AND BLENDED TO ORIGINAL CONDITIONS OR TO CREATE POSITIVE DRAINAGE TO THE SATISFACTION OF THE ENGINEER, AND SHALL BE SEEDED AND BLANKETED WITH CARDNO NURSERY - BASIC PRAIRIE NATIVE SEED MIX AND NORTH AMERICAN GREEN S75BN BLANKET (+/- 60 SY EACH).



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

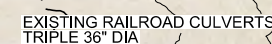
CLIENT:

TOWN OF CEDAR LAKE
7408 CONSTITUTION AVENUE
P.O. BOX 707
CEDAR LAKE, IN 46303

DSGN.	JAL
DWN.	P.JN
CHKD.	LMP
SCALE:	400'
PLOT DATE:	2/8/2022
CAD USER:	Jlapaglia
MODEL:	Default
1 2-8-2022	ADDENDUM #1
NO. DATE	NATURE OF REVISION
FILE NAME	N:\CedarLake\200323\Civil\sta.l.bosn_pre-sediment_200323.shx

TITLE:	PROJECT NO. 20-0323
DATE: 2/8/2022	SHEET 23 OF 56
DRAWING NO.	23
SEDIMENT DEWATERING FACILITY - PRE-SEDIMENT PLAN	

1. CONTRACTOR SHALL GRADE SWALE AND MINOR GRADE EXISTING NATURAL SWALE (INCIDENTAL TO SWALE ITEM).
2. ENTIRE LENGTH OF CONSTRUCTED AND EXISTING NATURAL SWALES SHALL BE LINED WITH ROLONKA BIO-D-90 MAT (HEAVY DUTY EROSION CONTROL BLANKET).
3. CONSTRUCTED SWALE SHALL BE LINED WITH REVETMENT RIP RAP AND CHINKED WITH NO. 2 AGGREGATE TO A DEPTH OF 18".
4. EXISTING NATURAL SWALE SHALL BE CLOSELY EVALUATED AND ARMORED AS DETERMINED BY THE ENGINEER.
5. ANY DISTURBED SOILS SHALL BE RESTORED TO THE SATISFACTION OF THE ENGINEER.
6. CONTRACTOR SHALL MAINTAIN SWALE TO SATISFACTION OF THE ENGINEER FOR THE DURATION OF THE PROJECT.



SEE DRAINAGE SWALE CONSTRUCTION NOTES

EFFLUENT DISCHARGE BACK
TO LAKE VIA STABILIZED
EXISTING SWALE THROUGH
EXISTING RR CULVERT

FROM BORE PIT TO EDGE OF TRACKS

RECEIVING PIT - 20'L x 10'W



FROM BORE PIT TO EDGE OF TRACKS

PROPOSED DREDGE SLURRY PIPE
BORED AND JACKED UNDER CSX RAILROAD,
150 LF BORING RAILROAD CASING PIPE, STEEL, CIRCULAR, 24"
(EXACT LOCATION TO BE DETERMINED IN THE FIELD
BY THE ENGINEER AS APPROVED BY CSX RAILROAD;
LOCATION TO BE A MINIMUM OF 45 FEET FROM EXISTING
TRIPLE 36" CULVERTS)

PROPOSED CROSSING AT CSX RAILROAD STATION 2152+75

PUSH PIT - 30'L x 20"W

PROPERTY LINE

CSX RAILROAD
TRACKS CENTER

CSX RAILROAD
RIGHT-OF-WAY

RIP RAP, REVETMENT W/ ROLONA E.C.B.,
CHUNKED WITH NO. 2 AGGREGATE,
1,800 SY

RIP RAP, REVETMENT W/ ROLONKA E.C.B.
CHUNKED WITH NO. 2 AGGREGATE,
1.475 SY - TI

RESTORE DISTURBED AREA
SEED AND BLANKET WITH
CARDNO BASIC PRAIRIE MIX
AND NAG S75BN BLANKET
(SEE SHEET 28)

PIPE, HDPE, CIRCULAR, 16"
(DREDGE SLURRY PIPE
FROM LAKE INSTALLED
IN STAGE 2 UNDER SEPARATE
CONTRACT. PIPELINE SHOWN
HERE FOR REFERENCE ONLY

— ROCK CHECK DAM
(TYP.)

GRAVEL HAUL PATH
(20' WIDE)

WATER CONTROL STRUCTURE WITH WEIR
AND PIPE, RCP TYP 2, CIRCULAR, 18"
(SEE DETAILS ON SHEETS 18-21)

$$\times 734.0$$

CLIENT:



TOWN OF CEDAR LAKE
7408 CONSTITUTION AVENUE
P.O. BOX 707
CEDAR LAKE, IN 46303

[illegible]

	TITLE
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SEDIMENT DEWATERING FACILITY — EFFLUENT DISCHARGE AREA

PROJ. NO. 20-0323

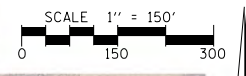
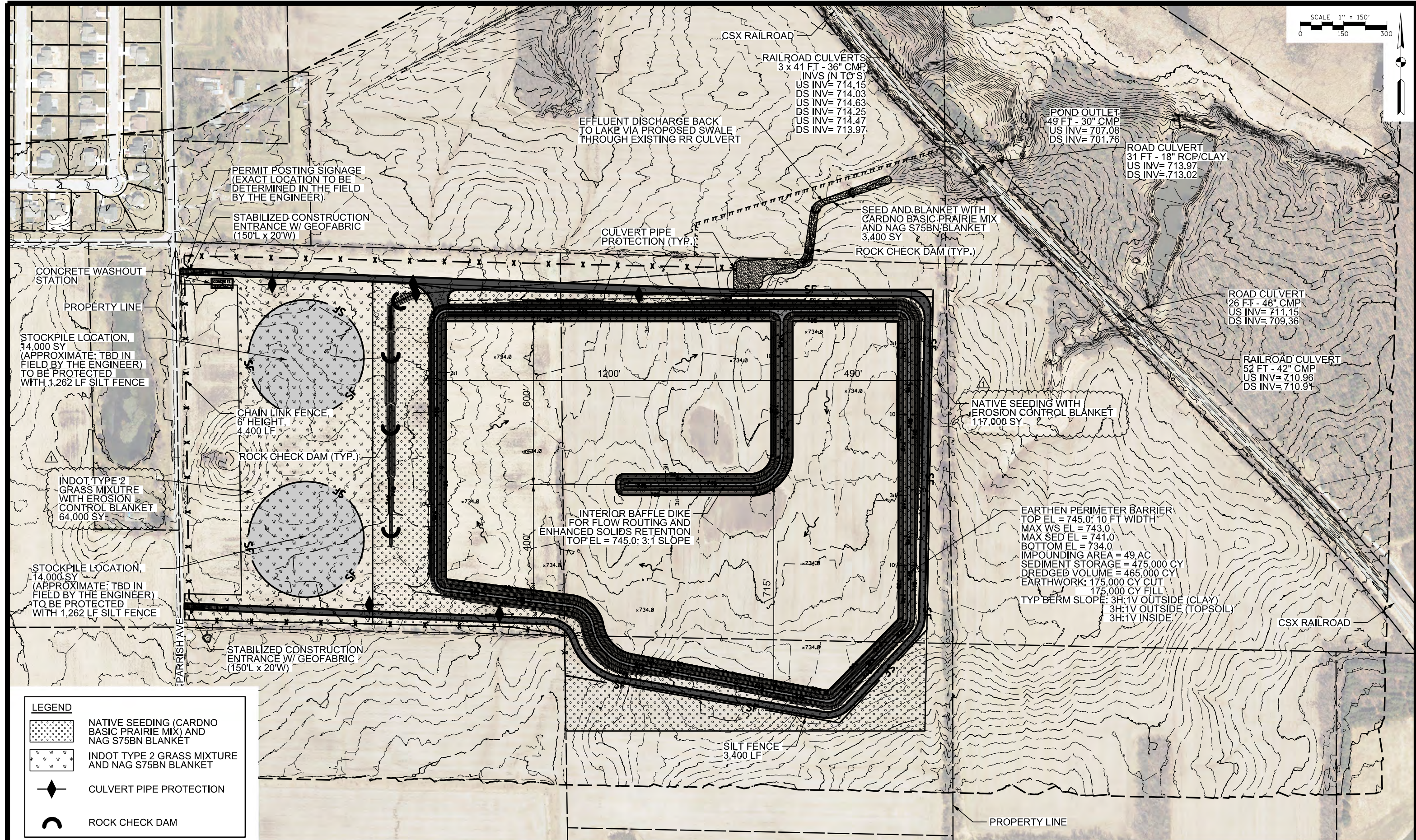
DATE: 2/8/2022

SHEET 25 OF 56

DRAWING NO.

25

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




LEGEND

- NATIVE SEEDING (CARDNO BASIC PRAIRIE MIX) AND NAG S75BN BLANKET
- INDOT TYPE 2 GRASS MIXTURE AND NAG S75BN BLANKET
- CULVERT PIPE PROTECTION
- ROCK CHECK DAM

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

CLIENT:

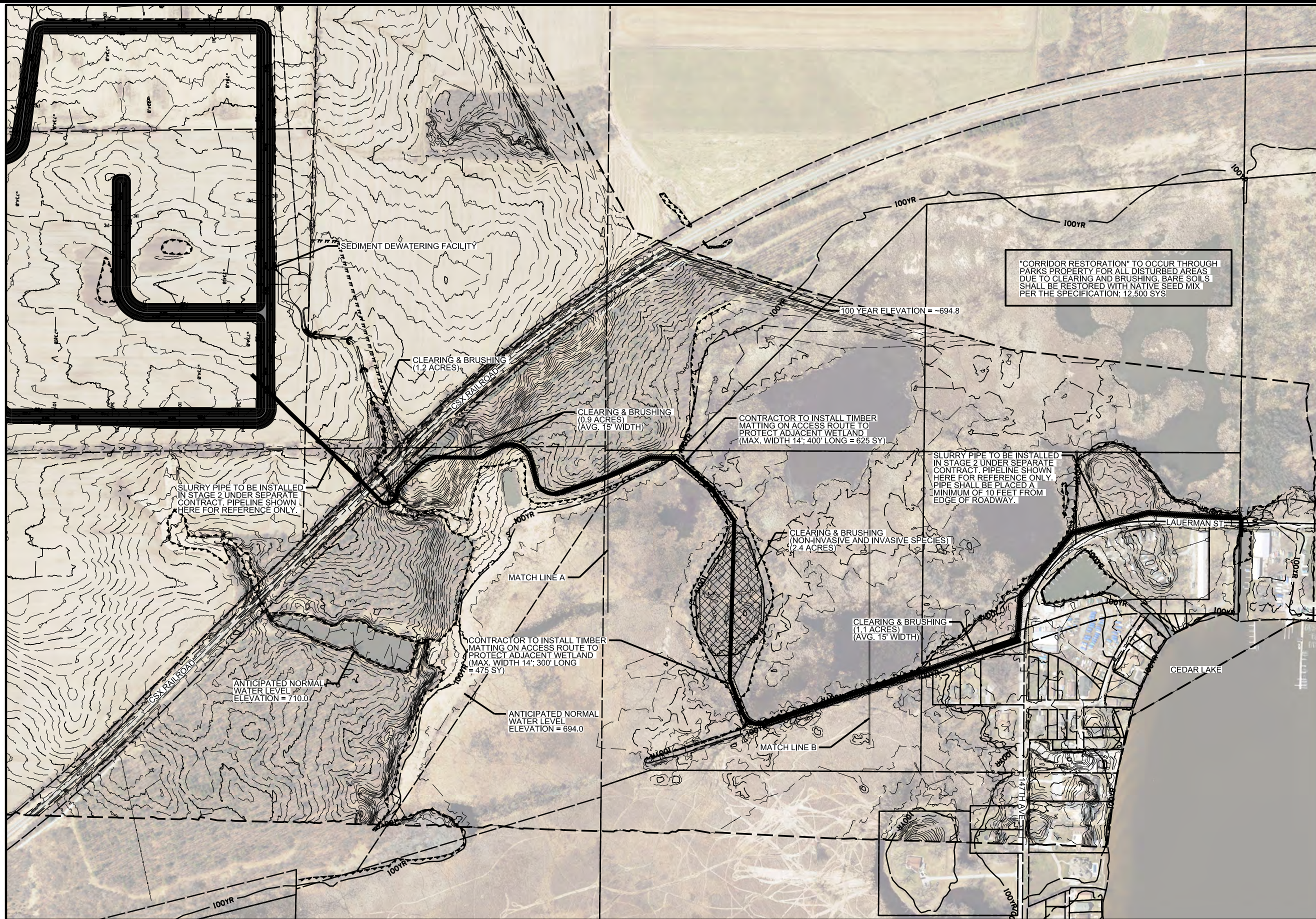
 **TOWN OF CEDAR LAKE**
7408 CONSTITUTION AVENUE
P.O. BOX 707
CEDAR LAKE, IN 46303

DSGN.	JAL
DWN.	PJN
CHKD.	LMP
SCALE:	300'
PLOT DATE:	2/8/2022
CAD USER:	Jlapaglia
MODEL:	Default
1 2-8-2022	ADDENDUM #1
NO. DATE	NATURE OF REVISION
FILE NAME	N:\CedarLake\200323\Civil\sta.l.bosin post-sediment_200323.shx

TITLE:

SEDIMENT DEWATERING FACILITY – POST-SEDIMENT STABILIZATION

PROJ. NO. 20-0323
DATE: 2/8/2022
SHEET 31 OF 56
DRAWING NO.
31



EASEMENT EXHIBIT – B

LEGEND

00.00	CALCULATED
{00.00}	RECORD
=====	PROPERTY LINE
=====	R.O.W. LINE
-----	SECTION LINE
-----	1/4/4SECTION LINE
- - - - -	ABANDONED/EXTENSION LINE
- - - - -	PROPOSED EASEMENT LINE



GENERAL NOTES:

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

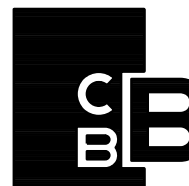
SURVEYOR NOTES:

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

LEGAL DESCRIPTION (TEMPORARY DRAINAGE & USE EASEMENT):

THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN LAKE AND WINDY, IN DEKALB COUNTY, MISSISSIPPI, BEING THE SOUTHEAST CORNER OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 3; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 3, 3.4 MINUTES; BEARING NORTH 88 DEGREES 11 MINUTES 15 SECONDS EAST, A DISTANCE OF 839.1 FEET; THENCE NORTH 09 DEGREES 37 MINUTES 48 SECONDS EAST, 232.19 FEET; THENCE NORTH 69 DEGREES 53 MINUTES 55 SECONDS EAST, 491.10 FEET TO A POINT ON THE RIGHT-OF-WAY OF THE MISSISSIPPI RAILROAD, BEING THE POINT OF INTERSECTION OF SAID RAILROAD AND THE LOUISIANA AND LOUISVILLE RAILROAD, SAID WESTERLY RIGHT-OF-WAY LINE BEING A 5779.65 FEET RADIUS CURVE, CONCAVE NORTHEASTERLY; THENCE SOUTHERLY ALONG SAID RAILROAD RIGHT-OF-WAY LINE, 100 FEET TO THE POINT OF INTERSECTION OF SAID RAILROAD AND THE MISSISSIPPI RAILROAD, BEING 100 FEET 00 INCHES 00 DEGREES 13 MINUTES 11 SECONDS EAST, 44.00 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 3; THENCE SOUTHERLY 00 DEGREES 47 MINUTES 00 SECONDS EAST, 369.75 FEET (RECORD) ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

REVISÉ: 03-23-2022



CHRISTOPHER B. BURKE ENGINEERING, LTD.
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Rosemont, Illinois 60018
(847) 823-0500

EASEMENT EXHIBIT – B

IN
TOWN OF CEDAR LAKE, INDIANA
PREPARED FOR
TOWN OF CEDAR LAKE

CALC.	KJR	PROJECT NO. 200323
DWN.	AJK	
CHKD.	JRM	SHEET 1 OF 1
SCALE:	1" = 100'	DRAWING NO. EASE200323A
DATE:	01-21-2022	

LEGAL DESCRIPTION (TEMPORARY DRAINAGE AND USE EASEMENT):

THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 3; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 3 HAVING AN ASSUMED BEARING OF NORTH 88 DEGREES 29 MINUTES 22 SECONDS WEST A DISTANCE OF 532.16 FEET; THENCE NORTH 08 DEGREES 37 MINUTES 48 SECONDS EAST, 232.19 FEET; THENCE NORTH 69 DEGREES 53 MINUTES 55 SECONDS EAST, 491.10 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE CSX RAILROAD (F.K.A. THE CHICAGO, INDIANAPOLIS AND LOUISVILLE RAILROAD), SAID WESTERLY RIGHT-OF-WAY LINE BEING A 5779.65 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE 44.00 FEET (THE CHORD BEARS SOUTH 44 DEGREES 13 MINUTES 11 SECONDS EAST, 44.00 FEET) TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 3; THENCE SOUTH 00 DEGREES 47 MINUTES 30 SECONDS EAST, 380.87 FEET (369.77 FEET RECORD) ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

Veridus Recommendations

Date: June 6, 2022

Submitted For: Cedar Lake Redevelopment Commission Meeting

Completed meeting on priorities for remainder of 2022 and updates on work to date:

- Next Steps for Lakeshore Bluffs development
- Reviewed Redistricting progress & plan for presentation at June Council Meeting
- Discussed updates on public safety building
- Discussed next steps and initial tasks for the Sports Complex

Lakeshore Bluffs

- Sent letter on behalf of Town to Schilling requesting a letter of intent to move project forward, February 2022
- Town Attorney is drafting a non-binding MOU with Schilling to move the project forward.
- In process of identifying next steps for the Town and what the expectation is from Schilling – complete end of April, pending Schilling response to Town MOU.
- Communicated requirement of statutory bid process for public land use in project
- Veridus recommends that town owned parcels get transferred to RDC to create more flexibility (*this can be done now, appraisals may need to be updated as they need to be less than 12 months old*)
- Veridus will develop a roadmap describing key steps the town should take to move Lakeshore Bluffs project forward for action at June 2022 RDC meeting (attached)
- Veridus POC: Alaina Shonkwiler - Project Executive

Council Redistricting

- Veridus drafted two additional concepts showing a scenario with five (5) wards and 2 at large seats as indicated by state statute.
- Initial drafts of five ward concept to be completed June 2022 and will include census block data with map for introduction of process, legal obligation for redistricting and rebalancing at the June council presentation
- Town attorney will draft new voting ordinance for the town, as well as provide the legal descriptions for each ward
- Town will initiate public hearing process at council meeting
- Veridus POC: Alaina Shonkwiler - Project Executive and Jack Woods - Project Analyst

Public Safety Building

- Continued Weekly design coordination meetings with K2m and DS Architecture
- Completed the Program and Needs Evaluation for both Police and Fire which included:
 - Visioning Session completed
 - Facility Assessments completed
 - Completed Program of Requirements
 - Concept development
 - Cost Modeling

- K2m / DS Architecture had an in person design review meeting on 6/1/22 with both Police and Fire
 - Reviewed proposed site layout and parking needs
 - Completed a detailed review of building layout and needs
 - Space data sheets were completed
- Next steps
 - Complete schematic design for final review on July 19th
 - Refined site design and schematic plans
 - Building elevations
 - Renderings
 - Cost estimate
 - Begin process to select BOT Developer
- Veridus POC: David Rainey – Director Owners Representation

Sports Complex

- Veridus to work with Context design to produce an initial sketch showing high level fit of sports park concept
- Timeline for Master Plan is approximately 8 – 10 weeks with Context for Phase 1 Planning and design of similar athletics campuses occurs in the four (4) basic stages:
 - **Stage I Preliminary Master Planning & Budget Forecasting proposed initial scope of work**
 - Stage II Schematic Design & Cost Validation *projected future scope*
 - Stage III Technical Design, Construction Plans & Permitting *projected future scope*
 - Stage IV Construction Phase Support *projected future scope*
- Received Context quote **for Phase 1 Preliminary Master Planning & Budget Forecasting** \$16,800 + \$1000 for reimbursables for the below scope of work (attached):
 - a) Meet with Town staff and stakeholders to confirm program, caliber, and extents of the desired complex.
 - b) Validate short- and long-term objectives for the facility.
 - c) Prepare sketch concepts, organizational strategies, and develop overall campus design for discussion with the Client.
 - d) Incorporate feedback from the Client into a final Master Plan solution.
 - e) Generate a preliminary budget forecast, in conjunction with Veridus Group, based upon the approved concept direction.
 - f) Present the preliminary findings and preliminary budget to the Client.
 - g) Generate a color-rendered Master Plan that includes sports fields, auxiliary building locations, pedestrian and vehicular circulation, parking areas, trail networks, potential entry features, and other primary functions.
 - h) Generate a color-rendered Phase I plan that depicts initial development investment and timeline.
 - i) Attend up to two (2) virtual working sessions with Client to share progress updates.
 - j) Attend up to two (2) in-person working sessions or presentations with Client and stakeholders.
- Veridus POC: Alaina Shonkwiler - Project Executive