



TOWN COUNCIL PUBLIC MEETING AGENDA

June 21, 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

PRESENTATION: Ryan Bogenschneider – Mortgage Reduction Program for Municipal Employees

PUBLIC COMMENT (*on agenda items*):

CONSENT AGENDA:

1. **Minutes:** June 7, 2022
2. **Claims:** All Town Funds: \$211,846.42; Wastewater Operating: \$56,170.50; Water Utility: \$54,468.56; Storm Water: \$11,450.87; Payroll: 06/09/2022 \$343,312.11; and May Remittances: \$170,608.54.
3. **Manual Journal Entries:** May 1, 2022 – May 31, 2022
4. **Donations:** VIPS Tag Day Donations, \$954.46; Douglas & Jennyfer Hoffman Police Vest Donation, \$2,500; Dare Donations: Ray & Wally's, \$300; Amvets Post 15, \$500; Cedar Lake Lions Club, \$250; Peoples Bank, \$250; and Schieben Automotive, \$250

ORDINANCES & RESOLUTIONS:

1. **Resolution No. 1309:** Water Fund Transfer

BZA/PLAN:

1. **Ordinance No. 1418:** Humane Pet Store Ordinance (*Public Hearing was held during the June 15th PC Meeting.*)
2. **Ordinance No. 1389:** Approval and Acceptance of CLBD / Lakeview Business Park PUD Agreement (*Ordinance No. 1389 was approved on July 20, 2021 withholding signatures for the PUD Agreement finalization.*)
3. Letter of Credit: From Ricardo and Catherine Perez in the amount of **\$4,430.25** for KNR Lakeview 2-Lot Subdivision (*Final Plat was approved by the Plan Commission on March 16, 2022*)
4. Letter of Credit: CLBD South in the amount of **\$207,518.19** for Lakeview Business Park (*Final Plat was approved by the Plan Commission on June 15, 2022*)

OLD BUSINESS:

1. Lake Ecosystem Restoration Project SDF Stage 2: Bid Award

NEW BUSINESS:

1. Consider Paving Kiwanis Park Parking Lot Using Park Impact Fees

2. CDBG Lynnsway Sidewalk Project Award
3. Highland Subdivision Pay Request No. 1 in the amount of **\$282,001.27**
4. Acceptance of Temporary Access Easement from Lake Heritage Parks Foundation
5. Transfer of Property

REPORTS:

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

WRITTEN COMMUNICATION:

1. Building Department Report
2. Christopher B. Burke Report

PUBLIC COMMENT:

ADJOURNMENT:

PRESS SESSION:

NEXT MEETING: Tuesday, July 5, 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.

June 21, 2022

ALL TOWN FUNDS	\$211,846.42
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WASTEWATER OPERATING	\$56,170.50
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WATER UTILITY	\$54,468.56
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STORM WATER	\$11,450.87
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PAYROLL 6/9/22	\$343,312.11
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MAY REMITTANCES	\$170,608.54
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TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1418

AN ORDINANCE AMENDING CEDAR LAKE TOWN ZONING ORDINANCE NO. 1402 PERTAINING TO REGULATION OF PET SHOPS IN THE TOWN OF CEDAR LAKE, REPEALING ALL ORDINANCES AND TOWN CODE PROVISIONS, OR PORTIONS 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 reviewed the Town Zoning Ordinance, being Ordinance No. 1402, regarding commercial activity related to pet animals in the Town of Cedar Lake (hereinafter, the "Town"); and

WHEREAS, the Town Council has been requested to review whether additional definitions of terms and words are required and necessary for efficient and appropriate administration of commercial pet sales activities in the Town; and

WHEREAS, the Town Council has requested the Town Plan Commission to review the Town Zoning Ordinance regarding commercial activity related to pet animals in the Town and to make recommendation(s), if there be any, of proposed amendments to be made to Cedar Lake Town Zoning Ordinance No. 1402, as heretofore amended, pertaining to the efficient and appropriate administration of commercial pet sales activities in the Town; and

WHEREAS, the Town Plan Commission has held a Public Hearing on these matters pertaining to the efficient and appropriate administration of commercial pet sale activities in the Town, which Public Hearing was duly noticed in conformance with applicable Indiana law; and

WHEREAS, the Town Plan Commission has, at the conclusion of the aforesaid Public Hearing, certified its recommendation that the text provisions of Cedar Lake Town Zoning Ordinance No. 1402, as amended, should properly be further amended pertaining to definitions not previously included and the reclassification of the permissible zoning district classification for pet shops in the Town; and

WHEREAS, the Town Council, being duly informed and advised and having reviewed the recommendation of the Town Plan Commission as well as the circumstances of pet store activities in the Town, now deems it appropriate, advisable, and in the best interests of the residents of the Town that Town Zoning Ordinance No. 1402 should be amended pertaining to definitions not previously included and to identify by reclassification the permissible zoning district classification for Pet Shops in the Town; and

WHEREAS, the Town Council, being further duly informed and advised, and having considered the circumstances regarding commercial pet sales activities, now deems that it is in the best interests of the residents of the Town to amend Town Zoning Ordinance No. 1402, Chapter 7 and Chapter 21, regarding pet sales activities in conformance with applicable provisions of Indiana Law, as amended from time to time.

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

SECTION ONE: That Section B of Chapter 21 of Cedar Lake Town Zoning Ordinance No. 1402, entitled “Definitions”, is hereby amended to read and provide hereafter as follows, namely:

“Chapter 21 - DEFINITIONS

...

Section B Definitions:

...

Animal Shelter A facility which is used to board, house or contain dogs or cats, or both; and which is owned, operated, or maintained by a government, an incorporated humane society, animal welfare society, society for the prevention of cruelty to animals, or other nonprofit organization devoted to the welfare, adoption, protection and humane treatment of such animals.

...

Cat Any member of the species *Felis catus*.

...

Dog Any member of the species *Canis familiaris*.

...

Pet Mill A large-scale, commercial breeding facility where the health and welfare of animals are not adequately provided for, commonly also referred to as a “puppy mill” or “kitten mill.” Such establishment is not permitted in the Town of CEDAR LAKE and is prohibited.

...

Pet Shop An establishment where animals are bought and/or sold, and which animal(s) are intended to be pet(s) of the purchaser.”

SECTION TWO: That Section C of Subchapter 7.2 of Chapter 7, of Cedar Lake Town Zoning Ordinance No. 1402, entitled “Permitted Uses”, is hereby amended to delete and remove the term and use defined as Pet Store from the list of permitted uses in this Zoning District.

SECTION THREE: That Section C, of Subchapter 7.3 of Chapter 7, of Cedar Lake Town Zoning Ordinance No. 1402, entitled “Permitted Uses”, is hereby amended to add and include Animal Shelters and Pet Shops to the list of permitted uses in this Zoning District, and which shall now provide hereafter as follows, namely:

“Chapter 7 – BUSINESS DISTRICTS

...

7.3 B-3 General Business Zoning District:

...

Section C Permitted Uses:

...

Animal Shelter, subject to approval and grant of a variance of use by the Town consistent with this Zoning Ordinance and State Statute as identified in I.C. § 36-7-4-918.4;

...

Pet Shops, subject to approval and grant of a variance of use by the Town consistent with this Zoning Ordinance and State Statute as identified in I.C. § 36-7-4-918.4, provided that cats and dogs shall not be boarded or bred in such shops; nor shall dogs and cats that originate from a Pet Mill be offered for sale in such shops. However, this Section shall not prohibit a Pet Shop from offering space to an Animal Shelter, as defined in Chapter 21, Section B, to display dogs and cats for adoption;

...”

SECTION FOUR: That for any violations of this Ordinance, as amended hereafter, that are issued, the Town shall be entitled to recover its attorney fees and costs expended in the course of prosecution of said Ordinance violations. Additionally, violations hereof shall be subject to the Penalty provisions established in Chapter 19, Section F, of this Ordinance, as amended from time to time, which Section is entitled “Penalties”.

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

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

THIS SPACE 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 Carnahan, Member

John C. Foreman, Member

Julie Rivera, Member

Ralph Miller, Member

Colleen Schieben, Member

ATTEST:

Jennifer N. Sandberg, IAMC,
Clerk-Treasurer

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1389

AN ORDINANCE RECLASSIFYING CERTAIN LANDS IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, FOR ZONING PURPOSES, AND AMENDING TOWN ZONING 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, adopt a Zoning Ordinance Text Replacement Ordinance for the Town designated as Town Zoning Ordinance No. 1402; and

WHEREAS, the Town Council likewise on the aforesaid date, adopted the Replacement Zone Map of the Town of Cedar Lake, Lake County, Indiana; and

WHEREAS, the Plan Commission of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Plan Commission"), has been petitioned by the Owners of certain real property located in the Town of Cedar Lake, Lake County, Indiana, to reclassify said real property for zoning purposes from (A) Agricultural and B-2 Community Business Zoning District, to Chapter 9 – Planned Unit Development (P.U.D.) Zoning District Classification; and

WHEREAS, the Plan Commission did, on June 1, and June 15, 2022, pursuant to published notice as required by applicable law, hold a Public Hearing on the advisability and necessity of rezoning said property; further, the public hearing was continued to its conclusion, pursuant to applicable law; and

WHEREAS, the Plan Commission, after due notice and publication in conformance with applicable law, and the public hearing being concluded pursuant to applicable law 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 June 1 and June 15, 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 (A) Agricultural and B-2 Community Business Zoning District Classification to Chapter 9 - Planned Unit Development (P.U.D.) Zoning District Classification as set forth and depicted hereinafter, namely, to wit:

See Attached Exhibit "A"
(Legal Description)

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 CLBD South, LLC, dated the 15th day of April, 2021, which is attached as Exhibit "B" hereto, and is incorporated herein.
- B. The approved PUD DEVELOPMENT PLAN presented and dated May 27, 2022, is attached as Exhibit "C" hereto, and is incorporated herein. The approved CLBD SOUTH, LLC, DEVELOPMENT PROJECT AGREEMENT, dated (No Date Yet), 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 Lakeview Business Park Subdivision Plat Approval by the Town Plan Commission. (A copy of the Lakeview Business Park Subdivision Plat, with copy of approved minutes of the public meetings held on June 1 and June 15, 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 Lakeview Business Park 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 19th day of May, 2022, a copy of which is attached hereto and incorporated herein as Exhibit "F".
- G. Compliance by the Developer with all conditions agreed upon in any Public Meeting of the Town Plan Commission with the developer, as evidenced by the term set forth in approved Plan Commission Meeting Minutes of June 16, 2021, and July 7, 2021, which approved Meeting Minutes, when approved, are attached hereto as Exhibit "G".

That hereafter, upon approval and adoption by the Town Council of the Town of Cedar Lake, Lake County, Indiana, the Zoning District Classification of the subject parcel shall be identified as Chapter 9 - Planned Unit Development (P.U.D.) Zoning District Classification. This designation shall be inserted onto the Town Zoning Map, as well as any parcel identification for the subject parcel of real estate described herein which is subject of the Zone Map Amendatory Planned Unit Development (P.U.D.) Commercial/Industrial Ordinance adoption herein.

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

[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, Town Council President

Richard Sharpe, Town Council Vice-President

Robert H. Carnahan, Town Council Member

John C. Foreman, Town Council Member

Julie A. Rivera, Town Council Member

Ralph Miller, Town Council Member

Colleen Schieben, Town Council Member

ATTEST:

Jennifer N. Sandberg, IAMC
Clerk-Treasurer

LEGAL DESCRIPTION

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

ALSO

LOT 1 IN BEAR'S DEN ADDITION TO LAKE COUNTY INDIANA, AS RECORDED IN PLAT BOOK 103 PAGE 68 AS DOCUMENT NUMBER 2009 024557 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

PARCEL NUMBERS: 45-15-28-301-006.000-013; 45-15-28-301-007.000-013 and 45-15-28-301-008.000-014





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: 13805 Wicker Ave (Site Address incorrect on GIS) ZONING PUD
TAX KEY NUMBER(S): 45-15-28-301-006.000-014 & -007.000-014 & -008.000-014

PETITIONER(S) INFORMATION

NAME: CLBD South LLC Phone: 219-313-4965
ADDRESS: P.O. Box 488, Dyer, IN 46303 Alt. Phone: _____
CITY, STATE, ZIP: _____ Email: andrew@actionplumbingin.com

OWNER(S) INFORMATION

NAME: same as petitioner along with E3, LLC Phone: 219-313-4965
ADDRESS: 14967 W. 145th Ave, Cedar Lake, IN Alt. Phone: _____
CITY, STATE, ZIP: _____ Email: _____

REQUEST (check all that apply): SUBDIVISION: ☐ REZONE ☐ CONCEPT PLAN
☐ Preliminary Plat ☐ PUBLIC WAY VACATION ☐ SITE PLAN
☒ Final Plat ☐ PUD

AMENDMENT

DESCRIBE THE REQUEST:

Final Plat on 18 lot Commerical/Light Industrial Subdivision

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.

P. But
Rob At

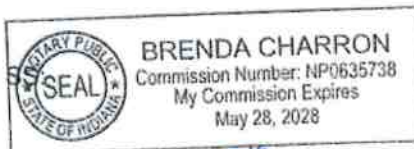
Signature(s) of Owner(s)

P. But
Rob At

Signature(s) of Petitioner(s)

STATE OF INDIANA)

COUNTY OF LAKE)



Subscribed and sworn to before me on this 5th day of

April 2022

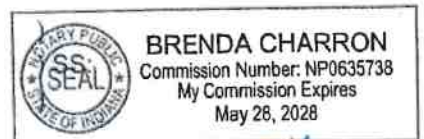
Brenda Charron

Notary Public Resident of Porter Co

My Commission expires: 5.28.2028

STATE OF INDIANA)

COUNTY OF LAKE)



Subscribed and sworn to before me on this 5th day of

April 2022

Brenda Charron

Notary Public Resident of Porter Co

My Commission expires: 5.28.2028

EXHIBIT

Lakeview Business Park

Development Plan

_____, 2022

Exhibits

Exhibit A – Property Exhibit

Exhibit B - Site Plan and Engineering Exhibits

Exhibit C – Signage (Lot 1)

Exhibit D – Signage (Lots 1, 2, 3 and 16)

Exhibit E – Signage (Building)



INTRODUCTION

The Property is approximately 33.531 acres, and is located at 13729, 13735 – 13923 Wicker Avenue, Cedar Lake, Indiana 46303, as outlined in Exhibit A. The Property was zoned (A) Agricultural and Community Business (B-2), Zoning District Classifications, and it has been rezoned to PUD commercial/industrial pursuant to Ordinance Number 1389. The Property zoned A was annexed into the Town of Cedar Lake by the adoption of Town Annexation Ordinance No. 1376, on or about March 2, 2021.

The sole use of the property will be for an eighteen (18) lot commercial/industrial subdivision development. By allowing for flexibility in the design and uses of the property, additional opportunities are available for creating an exceptional finished product for a commercial/industrial park located on U. S. Highway 41 to serve the businesses and public in Cedar Lake, Indiana, and nearby environs.

The property will be defined by two (2) characteristics:

- Creating a unique and identifiable subdivision that will have retail uses, primarily on U. S. Highway 41, and commercial/industrial uses for the remaining lots; and
- Meeting the needs of Cedar Lake and the nearby environs, for businesses and the public.

LAND USE

- Maximum Lots – 18
- Lot Area – 20,000 square foot minimum
- Lot Width – 100' minimum measured at the front building setback line
- Lot Depth – 100' minimum
- Lot Coverage – 50% maximum.
 - Lot coverage is defined as the percentage of the lot area that is represented by the building area, including accessory buildings.
- Building Setbacks:
 - Front – 30' minimum provided Lots 1, 2, 3 and 16 shall have a minimum setback of 75' from U.S. 41
 - Side – 10' minimum
 - Rear – 30' minimum
 - Side yard corner – 10' minimum
- Building Height – 2 stories, 30' maximum

OVERVIEW OF DEVELOPMENT REGULATIONS

- Roads, detention pond, and other physical attributes shown within the PUD Plan will be established during the preliminary plat and final engineering process, in general conformance of the Site Plan and Engineering Documents included in Exhibit B.
- The Property will be subject to a Declaration of Covenants, Conditions, and Restrictions that will govern the subdivision, as amended from time to time. The

outlot will be maintained by the Association that will recover the costs from the lot owners.

PARKING

- Parking spaces will be provided for each lot as required by Town Ordinances of Cedar Lake, and the Lots with a boundary on U. S. Highway 41 may have parking up to the right of way line of U. S. Highway 41.

OPEN SPACE

- A detention pond will be located on the outlot on the plat, constructed pursuant to the Engineering Documents. No other proposed public and/or recreational areas will be provided as it is a commercial/industrial subdivision.

LANDSCAPING AND FENCING

- Each lot owner will be required to install landscaping pursuant to Town of Cedar Lake Ordinance No. 1402, Chapter 13, excluding any requirement to provide landscaping within a parking lot.
- Each lot owner of Lots 13-16, inclusive, for the southern border of Lakeview Business Park, will be required to preserve existing trees within ten (10) feet of the rear lot line as a buffer to adjacent land. In the event the property on the east border is zoned residential, each lot owner of Lots 8-13 for the eastern border of Lakeview Business Park will be required to install screening along the eastern border eight feet (8') in height with any combination of berm, privacy fence or plantings that will be opaque at maturity. The screening on the eastern border will be installed no later than the date property bordering on the east is zoned residential.

LIGHTING

- Street Lights shall be provided pursuant to the approved PUD Plan with LED luminaries, complying with the Town's Development Standards.

ENTRANCE SIGNAGE AND OTHER MONUMENTATION

- A monument sign primarily for the lots located off of U. S. Highway 41 may be located on Lot 1, pursuant to the attached drawing Exhibit C, and Lots 1, 2, 3 and 16 may have monument signs for the user pursuant to the attached drawing Exhibit D. The attached drawing Exhibit E is the building signage allowed in the development.
- Any lighting of signs will conform with standards in the Town of Cedar Lake Ordinance No. 1402, Chapter 14.
- Except as provided herein, all other signs will conform with standards in the Town of Cedar Lake Ordinance No. 1402, Chapter 16.

SCHEDULE OF DEVELOPMENT

- There will be one (1) phase.

- The development will be completed within one (1) year.

EXHIBIT A

LEGAL DESCRIPTION

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

ALSO

LOT 1 IN BEAR'S DEN ADDITION TO LAKE COUNTY INDIANA, AS RECORDED IN PLAT BOOK 103 PAGE 68 AS DOCUMENT NUMBER 2009 024557 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

PARCEL NUMBERS: 45-15-28-301-006.000-013; 45-15-28-301-007.000-013 and 45-15-28-301-008.000-014

EXHIBIT C
LAKEVIEW BUSINESS PARK
US 41 - SUBDIVISION MONUMENT SIGN

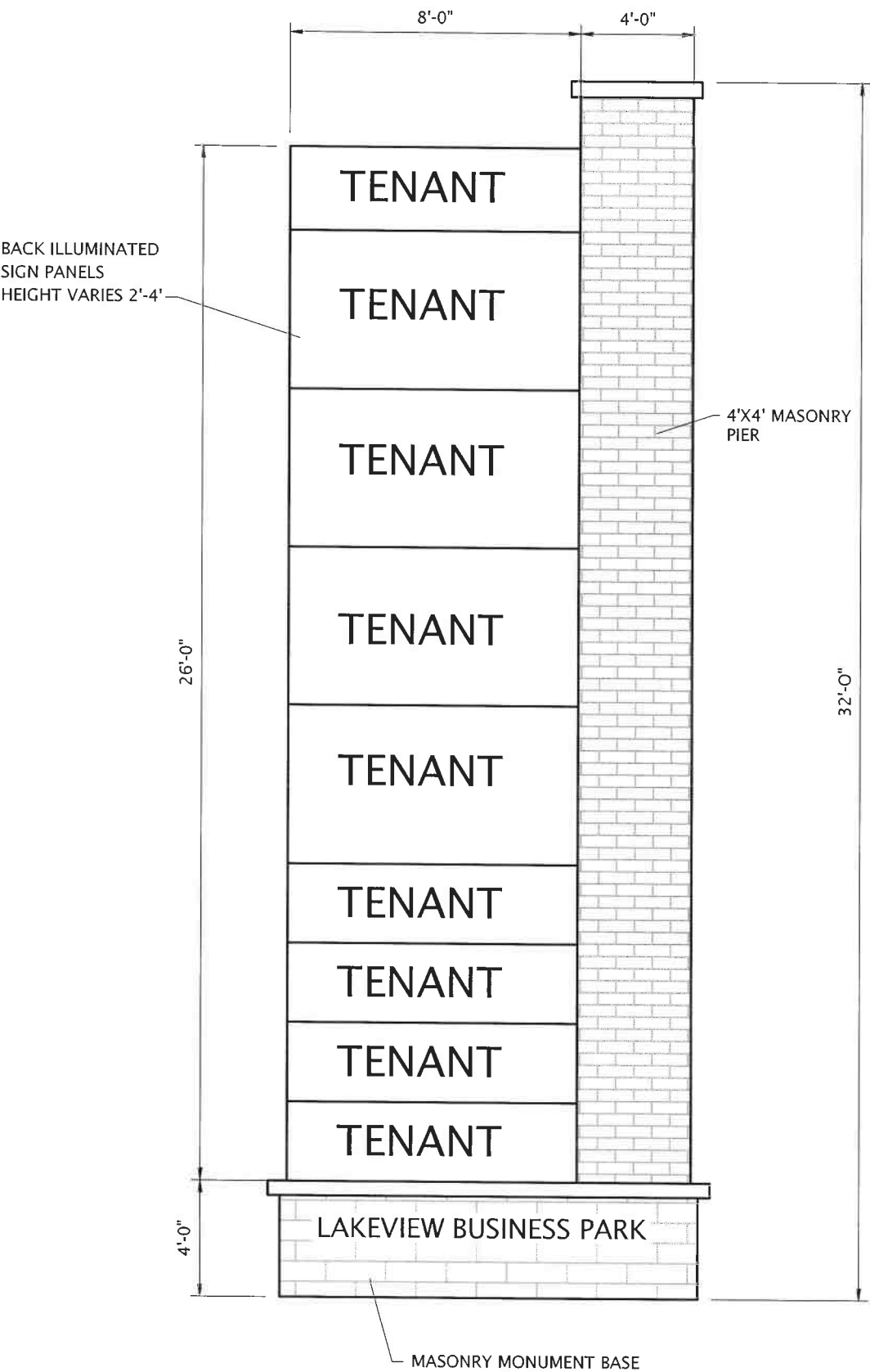
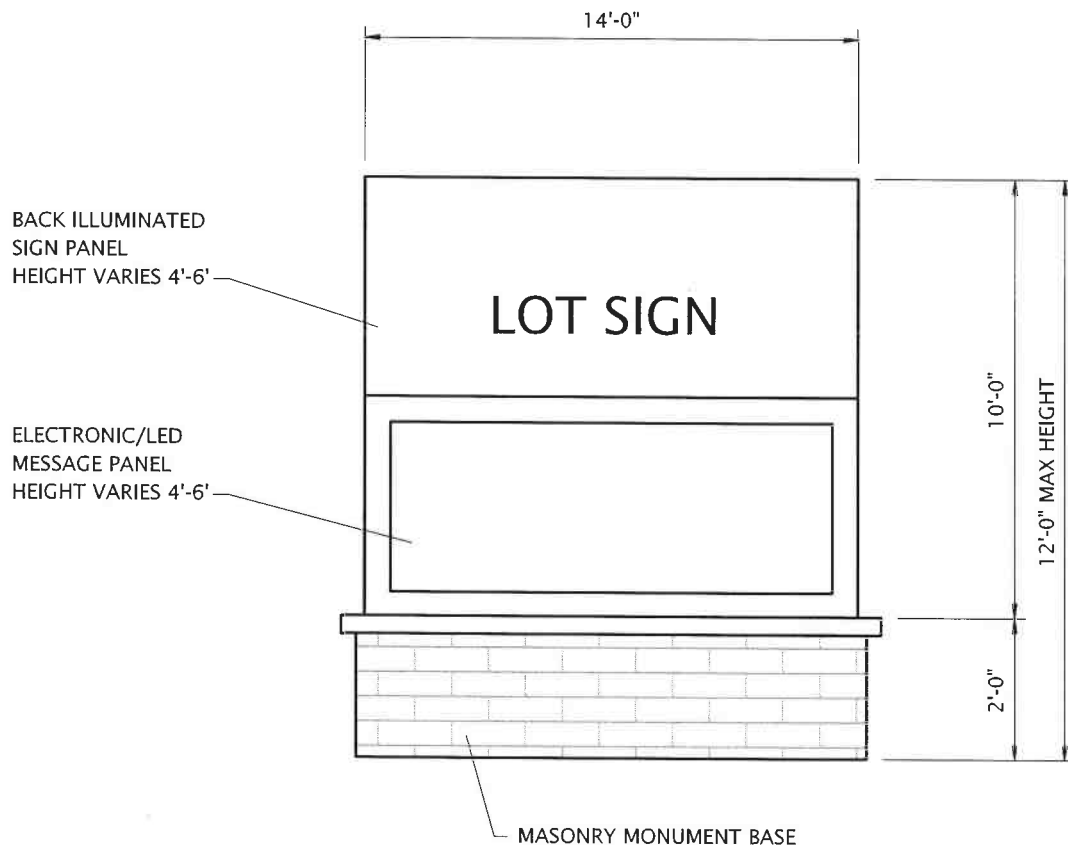


EXHIBIT D
LAKEVIEW BUSINESS PARK
LOT 1, 2, 3 & 16 MONUMENT SIGN

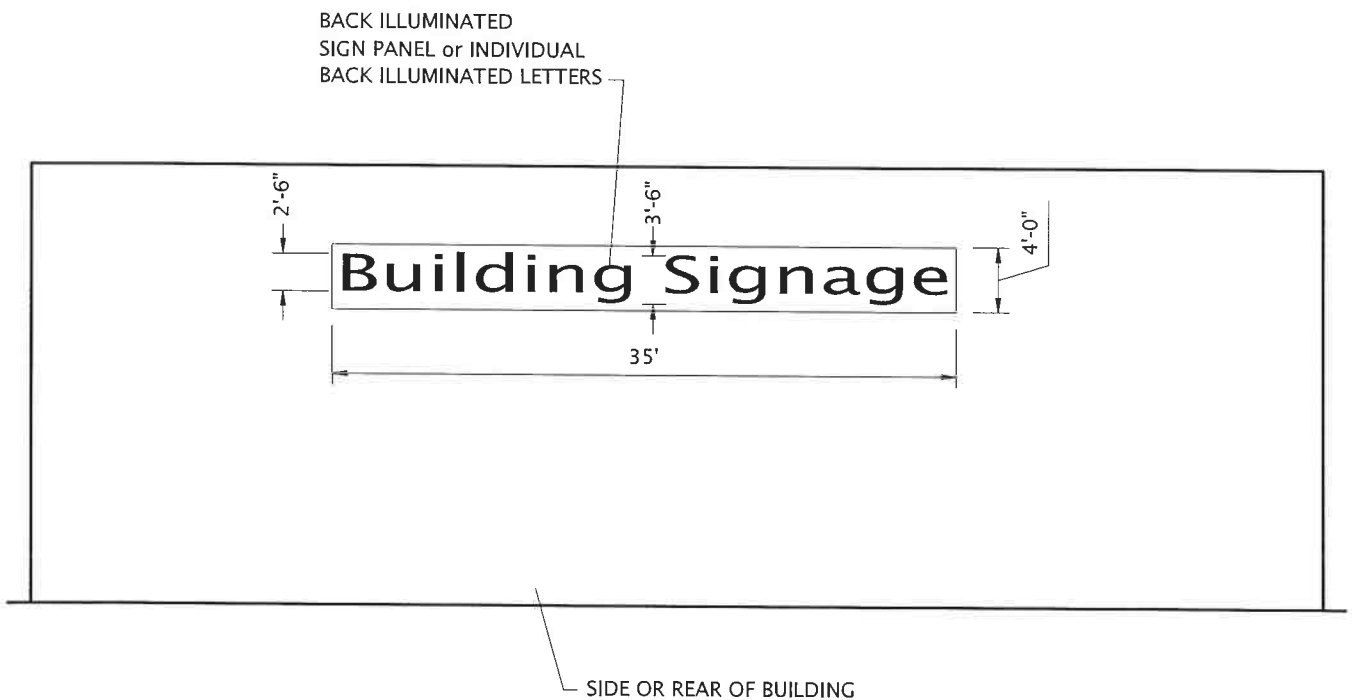
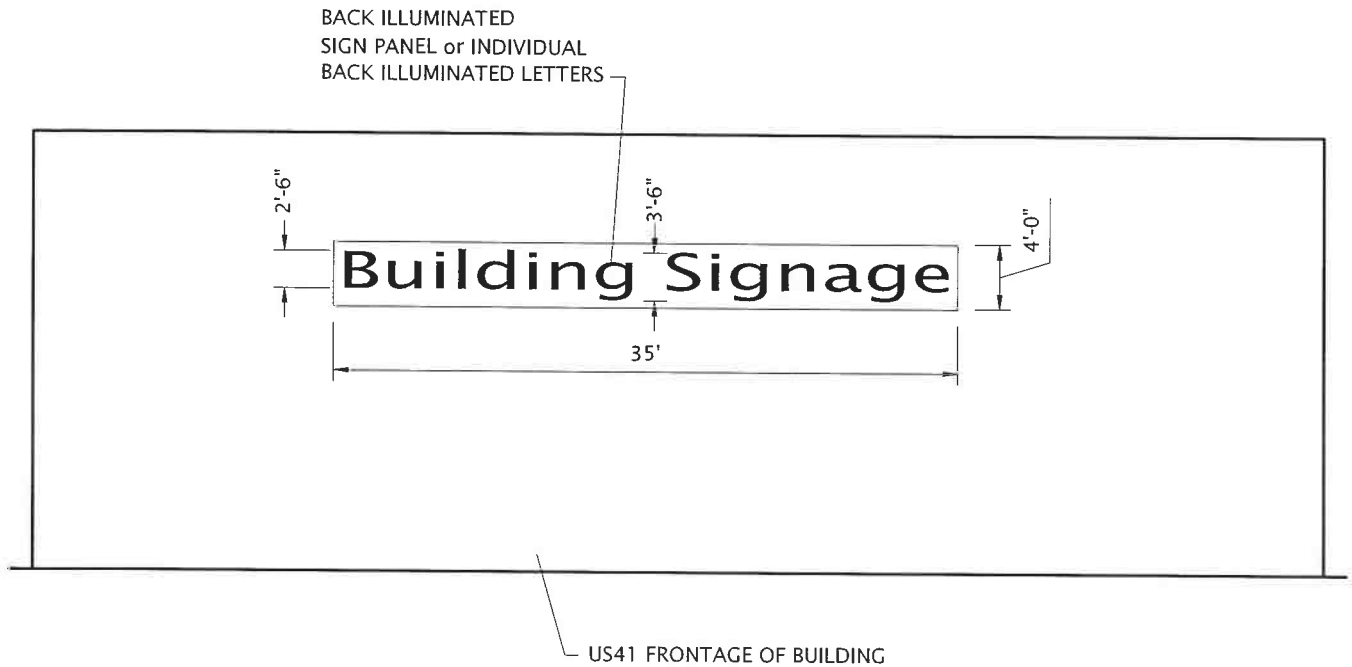


ONE MONUMENT SIGN ALLOWED ON EACH LOT

EXHIBIT E

LAKEVIEW BUSINESS PARK

LOT 1, 2, 3 & 16 BUILDING SIGNAGE



US 41 FRONTAGE AND SIDE OR REAR BUILDING SIGN ALLOWED ON EACH LOT

EXHIBIT B

FILED
NEW 67-103

JOINED FEATURES
LAND CLARITY SECTION

LEGEND

<ul style="list-style-type: none"> 1. Major Freeway 2. Freeway 3. Expressway 4. Highway 5. Road 6. Street 7. Alley 8. Drive 9. Lane 10. Court 11. Avenue 12. Boulevard 13. Parkway 14. Turnpike 15. Expressway 16. Freeway 17. Highway 18. Road 19. Street 20. Alley 21. Drive 22. Lane 23. Court 24. Avenue 25. Boulevard 26. Parkway 27. Turnpike 28. Expressway 29. Freeway 30. Highway 31. Road 32. Street 33. Alley 34. Drive 35. Lane 36. Court 37. Avenue 38. Boulevard 39. Parkway 40. Turnpike 41. Expressway 42. Freeway 43. Highway 44. Road 45. Street 46. Alley 47. Drive 48. Lane 49. Court 50. Avenue 51. Boulevard 52. Parkway 53. Turnpike 54. Expressway 55. Freeway 56. Highway 57. Road 58. Street 59. Alley 60. Drive 61. Lane 62. Court 63. Avenue 64. Boulevard 65. Parkway 66. Turnpike 67. Expressway 68. Freeway 69. Highway 70. Road 71. Street 72. Alley 73. Drive 74. Lane 75. Court 76. Avenue 77. Boulevard 78. Parkway 79. Turnpike 80. Expressway 81. Freeway 82. Highway 83. Road 84. Street 85. Alley 86. Drive 87. Lane 88. Court 89. Avenue 90. Boulevard 91. Parkway 92. Turnpike 93. Expressway 94. Freeway 95. Highway 96. Road 97. Street 98. Alley 99. Drive 100. Lane 101. Court 102. Avenue 103. Boulevard 104. Parkway 105. Turnpike 106. Expressway 107. Freeway 108. Highway 109. Road 110. Street 111. Alley 112. Drive 113. Lane 114. Court 115. Avenue 116. Boulevard 117. Parkway 118. Turnpike 119. Expressway 120. Freeway 121. Highway 122. Road 123. Street 124. Alley 125. Drive 126. Lane 127. Court 128. Avenue 129. Boulevard 130. Parkway 131. Turnpike 132. Expressway 133. Freeway 134. Highway 135. Road 136. Street 137. Alley 138. Drive 139. Lane 140. Court 141. Avenue 142. Boulevard 143. Parkway 144. Turnpike 145. Expressway 146. Freeway 147. Highway 148. Road 149. Street 150. Alley 151. Drive 152. Lane 153. Court 154. Avenue 155. Boulevard 156. Parkway 157. Turnpike 158. Expressway 159. Freeway 160. Highway 161. Road 162. Street 163. Alley 164. Drive 165. Lane 166. Court 167. Avenue 168. Boulevard 169. Parkway 170. Turnpike 171. Expressway 172. Freeway 173. Highway 174. Road 175. Street 176. Alley 177. Drive 178. Lane 179. Court 180. Avenue 181. Boulevard 182. Parkway 183. Turnpike 184. Expressway 185. Freeway 186. Highway 187. Road 188. Street 189. Alley 190. Drive 191. Lane 192. Court 193. Avenue 194. Boulevard 195. Parkway 196. Turnpike 197. Expressway 198. Freeway 199. Highway 200. Road 201. Street 202. Alley 203. Drive 204. Lane 205. Court 206. Avenue 207. Boulevard 208. Parkway 209. Turnpike 210. Expressway 211. Freeway 212. Highway 213. Road 214. Street 215. Alley 216. Drive 217. Lane 218. Court 219. Avenue 220. Boulevard 221. Parkway 222. Turnpike 223. Expressway 224. Freeway 225. Highway 226. Road 227. Street 228. Alley 229. Drive 230. Lane 231. Court 232. Avenue 233. Boulevard 234. Parkway 235. Turnpike 236. Expressway 237. Freeway 238. Highway 239. Road 240. Street 241. Alley 242. Drive 243. Lane 244. Court 245. Avenue 246. Boulevard 247. Parkway 248. Turnpike 249. Expressway 250. Freeway 251. Highway 252. Road 253. Street 254. Alley 255. Drive 256. Lane 257. Court 258. Avenue 259. Boulevard 260. Parkway 261. Turnpike 262. Expressway 263. Freeway 264. Highway 265. Road 266. Street 267. Alley 268. Drive 269. Lane 270. Court 271. Avenue 272. Boulevard 273. Parkway 274. Turnpike 275. Expressway 276. Freeway 277. Highway 278. Road 279. Street 280. Alley 281. Drive 282. Lane 283. Court 284. Avenue 285. Boulevard 286. Parkway 287. Turnpike 288. Expressway 289. Freeway 290. Highway 291. Road 292. Street 293. Alley 294. Drive 295. Lane 296. Court 297. Avenue 298. Boulevard 299. Parkway 300. Turnpike 301. Expressway 302. Freeway 303. Highway 304. Road 305. Street 306. Alley 307. Drive 308. Lane 309. Court 310. Avenue 311. Boulevard 312. Parkway 313. Turnpike 314. Expressway 315. Freeway 316. Highway 317. Road 318. Street 319. Alley 320. Drive 321. Lane 322. Court 323. Avenue 324. Boulevard 325. Parkway 326. Turnpike 327. Expressway 328. Freeway 329. Highway 330. Road 331. Street 332. Alley 333. Drive 334. Lane 335. Court 336. Avenue 337. Boulevard 338. Parkway 339. Turnpike 340. Expressway 341. Freeway 342. Highway 343. Road 344. Street 345. Alley 346. Drive 347. Lane 348. Court 349. Avenue 350. Boulevard 351. Parkway 352. Turnpike 353. Expressway 354. Freeway 355. Highway</

[illegible]

EXHIBIT C

Business Park

All uses allowed in Zoning District Classification B-3 including but not limited to the following:

- 1) Adhesives
- 2) Apparel
- 3) Appliance and household service and repair shop
- 4) Automotive repair shop
- 5) Beverages, distribution and production
- 6) Boats and recreational vehicles
- 7) Bottling works
- 8) Brushes and brooms
- 9) Business machines, production, manufacturing and distribution
- 10) Canvas or like products
- 11) Ceramic products, porcelain, tile, glass and similar products, distribution and storage
- 12) Chemicals, compounding or packaging
- 13) Commercial and industrial equipment sales, including service, repair or reconditioning
- 14) Computer and electronics manufacturing
- 15) Construction Company
- 16) Concrete products
- 17) Cosmetics
- 18) Data processing and storage centers
- 19) Dental offices
- 20) Electrical appliances, excluding machinery
- 21) Food products, packaging, processing and distribution
- 22) High technology-based manufacturing
- 23) Laboratories, industrial
- 24) Leather products and luggage
- 25) Medical offices
- 26) Metal finishing, stamping and processing
- 27) Musical instruments
- 28) Optical equipment, clocks, instruments
- 29) Orthopedic and medical appliances
- 30) Paper products
- 31) Pharmaceutical products
- 32) Plastic and rubber (natural or synthetic) products
- 33) Printing, press and shop
- 34) Public utility and public service uses, including electric substations
- 35) Radio and television service and repair shops
- 36) Research and development businesses
- 37) Restaurant, with drive through
- 38) Retail Store, with drive through
- 39) Robotics and precision tools
- 40) Satellite dishes
- 41) Self-storage facility
- 42) Sporting and athletic equipment
- 43) Telecommunications facilities
- 44) Telephone exchanges and telephone transmission equipment buildings

- 45) Textiles
- 46) Tools and hardware products and distribution
- 47) Toys and novelty products
- 48) Upholstering
- 49) Warehousing, distribution and logistics
- 50) Wood and wood laminate finished products
- 51) Signs
- 52) Contractors' storage yard
- 53) Brick, tile, glass, clay or similar building products
- 54) Contractor's storage yard
- 55) Film, photographic
- 56) Household products, such as furniture and furnishings, carpets, fixtures and similar products
- 57) Manufacturing Ice
- 58) Meat, poultry, or fish products, processing and packaging
- 59) Metal casting or foundry products
- 60) Monument works
- 61) Open Storage, provided that required fencing and screening is included
- 62) Plastic, raw and laminate products
- 63) Steel fabrication
- 64) Steel, structural products
- 65) Stone processing or stone products
- 66) Manufacturing uses consistent with the foregoing

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2022, (the “**Effective Date**”), by and between the **TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA**, an Indiana Municipal Corporation, (hereinafter referred to as the “**Town**”), and **CLBD SOUTH, LLC**, an Indiana Limited Liability Company, and **E3, LLC**, an Indiana Limited Liability Company (hereinafter collectively referred to as the “**Developer**”). Developer and Town shall be referred to as the Parties.

WITNESSETH

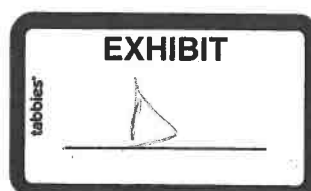
WHEREAS, the Developer is the owner of those certain parcels of real estate commonly known as 13729, 13735-13923 Wicker Avenue, Cedar Lake, Indiana 46303, which contains approximately 33.531 acres (the “**Subject Property**”), and it seeks to improve and develop the Subject Property into an eighteen (18) lot commercial/industrial subdivision (collectively, the “**Lots**”), to be known as Lakeview Business Park (the “**Subdivision**”); and

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

WHEREAS, the Developer has sought the Town’s approval to develop the Subject Property, and the Town Council of the Town has adopted Town Zone Map Amendatory Ordinance No. 1389, rezoning the Subject Property from (A) Agricultural and Community Business (B-2) Zoning District Classification to Planned Unit Development (PUD) Zoning District Classification, with underlying B-3 zoning.

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

1. **Development Plan.** The development of the Subject Property shall be generally consistent with the Development Plan dated July 2, 2021, (the “**PUD Plan**”), a copy of which is made a part hereof, attached hereto, and marked as **Exhibit A**.
2. **Development of the Subject Property.** Developer shall develop the Subject Property according to performance standards set forth in this Agreement and the PUD Plan, and otherwise according to Town of Cedar Lake Ordinances and requirements. The PUD Plan shall control in the event of any conflict with Town of Cedar Lake Ordinances.
3. **Survey.** A survey of the acreage comprising the Subject Property is attached hereto and made a part hereof as **Exhibit B**.
4. **Manner of Ownership.** CLBD South, LLC and E3, LLC own the Subject Property, and both Parties shall be jointly and severally liable under this Agreement.



5. **Uses.** The permitted uses on the Subject Property are attached hereto as **Exhibit C**.
6. **Common Area and Open Space.** The Subject Property is to be developed and improved into a commercial/industrial subdivision. A shared detention pond is located on the Outlot of the Subdivision.
7. **Roads, Detention Pond or Utilities.** The Developer shall construct the roads, drainage facilities, utilities, and other physical attributes pursuant to the PUD Plan. The detention pond shall be constructed pursuant to the PUD Plan. Developer shall post a letter of credit in the amount of the cost of the public improvements to secure the construction prior to the recording of the final plat. Developer may immediately complete all public improvements including the final lift of asphalt, and the Developer shall post the maintenance letter of credit required by Town Ordinances upon such completion.
8. **Maintenance Responsibilities.** Upon acceptance by the Town, specific maintenance responsibilities are outlined in the PUD Plan. The roads are publicly dedicated and will be maintained by the Town after Developer's obligations for construction and maintenance are completed pursuant to the Town of Cedar Lake Ordinances. The Outlot will be maintained by Developer and Association established under the Declaration for the Subdivision. Individual Lots will be maintained by the owners.
9. **Other Agreements.**
 - A. No sidewalks shall be required within the Subject Property based on the commercial/industrial uses.
 - B. No park area or park fees shall be required for the Subject Property based on the commercial/industrial uses.
 - C. Developer will install a detention pond as part of the PUD Plan, and Developer agrees to record a declaration that shall provide for its maintenance pursuant to the Stormwater Management Ordinance of Cedar Lake No. 1218 including Exhibit A thereto and the Storm Water Operation and Maintenance Manual dated June 29, 2021 for Lakeview Business Park, Cedar Lake, Indiana, and the Association will be responsible for the maintenance, that will be paid for by the Association through assessments against the Lot owners. The Subject Property qualifies for the Direct Discharge Credit under the Town of Cedar Lake, Lake County, Indiana Ordinance Title V, Chapter 53, Section 53.06, and upon the Developer filing the appropriate application for the credit with the Town and satisfying all requirements of such Ordinance and the Town's approval, the 30% reduction for Direct Discharge Credit will be applied to all lots in the Subdivision. Each lot owner in the Subdivision will be required to petition for the Quantity Reduction Credit based on individual site plans and impervious coverages.

- D. Performance Letter of Credit & Maintenance Letter of Credit. Developer shall comply with Subdivision Ordinance No. 498, Title III, Section 6, provided the Town waives the requirement that 80% of the lots must be constructed prior to the placement of surface asphalt.
- E. Each lot owner of Lots 13-16, inclusive, for the southern border of Lakeview Business Park, will be required to preserve existing trees within ten (10) feet of the rear lot line as a buffer to adjacent land, and each lot owner of Lots 8-13 for the eastern border of Lakeview Business Park will be required to install screening along the eastern border eight feet (8') in height with any combination of berm, privacy fence or plantings that will be opaque at maturity in the event that property is zoned residential. The screening on the eastern border will be installed no later than the date property abutting it is zoned residential.

10. **Miscellaneous.**

- A. This Agreement is entered into by the Town and Developer as required by Section I of Chapter 9 of the Town Zoning Ordinance, as well as the Town Subdivision Control Ordinance and all other Ordinances of Town requirements, as all are amended from time to time. In the event of any conflict between the terms of this Agreement and the Town's Rules, Regulations and Ordinances, this Agreement shall control and shall supersede any inconsistent terms herein.
- B. Developer shall reimburse the Town for costs and expenses that the Town incurred with third parties in the review and approval of the Subdivision, including but not limited to engineering and legal.
- C. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.
- D. Any party that is a business entity entering into this Agreement represents and warrants that all authorization and entity authority has been provided to that Party, and that all corporate or entity actions have been taken and done to perform as contemplated by this Agreement. Furthermore, all corporate or entity parties represent and warrant that any and all signatures appearing in this document are authorized on behalf of same.
- E. It is expressly acknowledged and stated that this Agreement is entered into by the Town after action at a Public Meeting of the Town Council of the Town on the _____ day of _____, 2022, by a vote of ___ in favor and ___ against, and whereby 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 Developer have properly entered into and executed this Agreement or caused the same to be properly executed as of the date hereinabove set forth.

TOWN:

**TOWN OF CEDAR LAKE, LAKE
COUNTY, INDIANA**, an Indiana Municipal
Corporation

BY: Randall C. Niemeyer
ITS: Town Council President

ATTEST:

BY: Jennifer N. Sandberg, IAMC
ITS: Clerk-Treasurer

DEVELOPER:

CLBD SOUTH, LLC

BY: _____
ITS: _____

E3, LLC

BY: _____
ITS: _____

EXHIBIT A



CEDAR LAKE PLAN COMMISSION WORK SESSION MINUTES
CEDAR LAKE TOWN HALL, 7408 CONSTITUTION AVENUE, CEDAR LAKE, INDIANA
June 1, 2022 at 7:00 pm

Call To Order:

Mr. Wilkening called the Plan Commission Work Session to order on Wednesday, June 1, 2022, at 7:23 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 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. CLBD South LLC – Final Plat for an 18 Lot Commercial/Light Industrial Subdivision
Owner: CLBD South LLC, P.O. Box 488, Dyer, IN 46303;
E3, LLC, 14967 West 145th Avenue, Cedar Lake, IN 46303
Petitioner: CLBD South LLC; P.O. Box 488, Dyer, IN 46303
Vicinity: 13805 Wicker Avenue, Cedar Lake, IN 46303

Mr. Wilkening stated the first order of business for the Work Session was for a Final Plat for an 18 Lot Commercial and Light Industrial Subdivision in the vicinity of 13805 Wicker Avenue by Petitioner CLBD South LLC.

Mr. Russ Pozen, DVG Team, present with the Owner Mr. Andrew Bultema, advised they are present to answer any questions of the Plan Commission.

Mr. Oliphant advised all the testing inspections have passed for water sanitary and the sewers. An as-built letter has been issued. They are reviewing the plat and evaluating Letter of Credit values.

Mr. Pozen advised they have already recalculated some of the as-builts. They are waiting on the review letter from Mr. Oliphant and would like to work through the Letter of Credit. Mr. Oliphant noted he discussed this and infrastructure completed with Jack Huls on Friday.

Mr. Pozen stated they have been working through the remaining items diligently.

Mr. Austgen advised the Plan Commission there are some water utility matters that are being worked on. His expectation is those items will be final or near finalized at the Public Meeting. They are waiting to receive data from Neil Simstad for the utilities and their relation to the Town. Mr. Wilkening inquired if this portion would be complete by the Public Meeting. Mr. Austgen responded he was not certain as he



Plan Commission Work Session
June 1, 2022

was waiting on documents from Mr. Simstad. Discussion ensued regarding the importance of the water utility and tying it into the Final Plat of the property.



June 10, 2022
Revised June 16, 2022

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

Attention: Plan Commission

Subject: Lakeview Business Park (aka CLBD)
Final Plat Review #1
(CBBEL Project No. 060016.00183)

Dear Plan Commission Members:

As requested, Christopher B. Burke Engineering, LLC (CBBEL) staff has reviewed the submitted information for the proposed Lakeview Business Park (formerly referred to as CLBD South) located at 14520 Wicker Avenue in Cedar Lake, Indiana. The development consists of a commercial subdivision including 18 lots, roadways, watermain extension, utilities, detention basin, etc. The site will be mass graded in accordance with the plans and individual site plans will be provided for each lot. The development will be a Planned Unit Development (PUD). The submittal was provided by DVG Team, Inc. (DVG) and was reviewed for compliance with the Town of Cedar Lake's (Town) Stormwater Management Ordinance (No. 1218), Subdivision Ordinance (No. 498), Lighting Ordinance (No. 1264), Zoning Ordinance (No. 496), and associated standard engineering methods.

CBBEL received the following items to review:

- "Lakeview Business Park" Final Plat, prepared by DVG, dated June 10, 2022.

CBBEL has reviewed the submitted documents and concludes that the Applicant has satisfactorily addressed all previous comments with the Final Plat.

Please note that the Applicant is required to provide a certified check or money order payable to the Town of Cedar Lake in an amount equal to three (3%) percent of the cost of improvements prior to Final Plat Approval to cover inspection fees. The amount is based on the estimate of probable cost for public infrastructure improvements of \$71,801.66. The estimate of probable cost is attached.

Also as requested, CBBEL staff have reviewed the Lakeview Business Park plans and associated documents for the purpose of establishing the required Performance Letter of Credit. After review, the estimate of probable cost is \$2,075,181.85. The Maintenance Letter



of Credit will eventually be based on this value. Based on testing, installed infrastructure, and Town inspections, the Performance Letter of Credit should be reduced to \$518,795.46 or the maximum allowable reduction of 25%. **Based on a motion made at the June 15, 2022 Plan Commission meeting, the Applicant was granted a waiver to lower the Performance Letter of Credit to 10% or \$207,518.19.**

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,



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

Encl: As noted.

cc: Town Manager (via email)
Planning Director (via email)
Building Administrator (via email)
Director of Operations (via email)
Town Attorney (via email)
Jack Huls – DVG (via email)
Andrew Bultema – Action Plumbing (via email)

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Town of Cedar Lake
Lakeview Business Park
Recommended Performance Letter of Credit as of 06/08/22
Subdivision Improvements Included in the 06/22 Final Plat Portion
(CBBEL Project 060015.00017)

Description	Unit	Qty	Unit Price	Cost	Partial Reduction	
Sanitary Sewer Improvements						
48" SMH	EACH	10	\$ 2,775.00	\$ 27,750.00		
8" PVC SDR 26	LF	1565	\$ 35.00	\$ 54,775.00		
8" PVC C900	LF	626	\$ 40.00	\$ 25,040.00		
8" DIP CL52	LF	40	\$ 51.50	\$ 2,060.00		
6" SAN SVC - Short	EACH	11	\$ 840.00	\$ 9,240.00		
6" SAN SVC - Long	EACH	7	\$ 1,600.00	\$ 11,200.00		
Tie-in to Existing SAN	EACH	1	\$ 11,000.00	\$ 11,000.00		
TBF Stone Main	CYS	165	\$ 26.00	\$ 4,290.00		
TBF Sand Main	CYS	1950	\$ 17.00	\$ 33,150.00		
TBF Stone Service	CYS	346	\$ 26.00	\$ 8,996.00		
Testing	LF	2231	\$ 3.30	\$ 7,362.30		
Sanitary Sewer Subtotal				\$ 194,863.30		
Watermain Improvements (On-Site Only)						
8" DIP WM	LF	2312	\$ 54.00	\$ 124,848.00		
12" DIP WM	LF	1314	\$ 86.00	\$ 113,004.00		
Fire Hydrant	EACH	10	\$ 4,000.00	\$ 40,000.00	75%	30,000.00
8" VB	EACH	12	\$ 1,370.00	\$ 16,440.00	75%	12,330.00
12" VB	EACH	5	\$ 2,550.00	\$ 12,750.00	75%	9,562.50
Fittings (Bends, Tees, Crosses, etc...)	EACH	12	\$ 400.00	\$ 4,800.00		
1.5" Service Pipe, Short	EACH	12	\$ 800.00	\$ 9,600.00		
1.5" Service Pipe, Long	EACH	6	\$ 1,400.00	\$ 8,400.00		
TBF Stone Main	CYS	186	\$ 26.00	\$ 4,836.00		
TBF Sand Main	CYS	1956	\$ 13.60	\$ 26,601.60		
TBF Service Stone	CYS	132	\$ 21.00	\$ 2,772.00		
Testing and Chlorination	LF	3626	\$ 1.65	\$ 5,982.90		
Watermain Subtotal				\$ 370,034.50		
Off-Site Watermain Improvements (US-41)						
12" DIP WM	LF	879	\$ 86.00	\$ 75,594.00		
Fire Hydrant	EACH	3	\$ 4,000.00	\$ 12,000.00		
12" VB	EACH	5	\$ 2,550.00	\$ 12,750.00		
Fittings (Bends, Tees, Crosses, etc...)	EACH	2	\$ 400.00	\$ 800.00		
Testing and Chlorination	LF	879	\$ 1.65	\$ 1,450.35		
Off-Site Watermain Subtotal				\$ 102,594.35		
Off-Site Watermain Improvements (Kretz to 141st Ave)						
12" DIP WM	LF	2084	\$ 86.00	\$ 179,224.00		
Fire Hydrant	EACH	2	\$ 4,000.00	\$ 8,000.00		
12" VB	EACH	9	\$ 2,550.00	\$ 22,950.00		
Fittings (Bends, Tees, Crosses, etc...)	EACH	5	\$ 400.00	\$ 2,000.00		
Testing and Chlorination	LF	2084	\$ 1.65	\$ 3,438.60		
Off-Site Watermain Subtotal				\$ 215,612.60		
Storm Sewer Improvements						
84" MH, Type A	EACH	2	\$ 7,300.00	\$ 14,600.00		
84" CB, Type A	EACH	2	\$ 7,600.00	\$ 15,200.00		
72" MH, Type A	EACH	1	\$ 4,370.00	\$ 4,370.00		
72" CB, Type A	EACH	1	\$ 5,700.00	\$ 5,700.00		
60" MH, Type A	EACH	6	\$ 2,825.00	\$ 16,950.00		
60" CB, Type A	EACH	2	\$ 3,100.00	\$ 6,200.00		
48" MH, Type A	EACH	28	\$ 1,930.00	\$ 54,040.00		
48" CB, Type A	EACH	9	\$ 2,050.00	\$ 18,450.00		
72" Rest. MH	EACH	1	\$ 7,000.00	\$ 7,000.00	50%	3,500.00
30" INL	EACH	3	\$ 1,050.00	\$ 3,150.00		
24" INL	EACH	1	\$ 950.00	\$ 950.00		
12" RCP	LF	302	\$ 28.00	\$ 8,456.00		
15" RCP	LF	400	\$ 30.00	\$ 12,000.00		
18" RCP	LF	1094	\$ 32.75	\$ 35,828.50		
24" RCP	LF	1293	\$ 41.40	\$ 53,530.20		

Description	Unit	Qty	Unit Price	Cost	Partial Reduction	
30" RCP	LF	1092	\$ 54.50	\$ 59,514.00		
36" RCP	LF	311	\$ 66.70	\$ 20,743.70		
42" RCP	LF	84	\$ 82.00	\$ 6,888.00		
15" FES w/Grate and rip-rap-apron	EACH	2	\$ 1,750.00	\$ 3,500.00		
18" FES w/Grate and rip-rap-apron	EACH	2	\$ 1,980.00	\$ 3,960.00		
24" FES w/Grate and rip-rap-apron	EACH	2	\$ 2,400.00	\$ 4,800.00		
42" FES w/Grate and rip-rap-apron	EACH	2	\$ 3,550.00	\$ 7,100.00		
TBF Stone	CYS	951	\$ 26.00	\$ 24,726.00		
TBF Sand	CYS	2733	\$ 17.00	\$ 46,461.00		
Underdrain at Curb Structure	LF	2100	\$ 22.00	\$ 46,200.00		
Storm Sewer Subtotal				\$ 480,317.40		
Roadway Improvements						
Aggregate Base Course - 10"	SY	13853	\$ 14.25	\$ 197,405.25		
HMA Binder Course - 3"	SY	12323	\$ 9.85	\$ 121,381.55		
HMA Surface Course - 1.5"	SY	12323	\$ 5.75	\$ 70,857.25		
Tack Coat	SY	12323	\$ 0.25	\$ 3,080.75		
Geogrid	SY	13853	\$ 1.45	\$ 20,086.85		
Concrete Curb - Rolled (18")	LF	5506	\$ 17.50	\$ 96,355.00		
Split Rail Fence	LF	300	\$ 40.00	\$ 12,000.00		
Street Lights	LS	9	\$ 7,500.00	\$ 67,500.00		
Street Signs	EACH	11	\$ 250.00	\$ 2,750.00		
Striping	LS	1	\$ 750.00	\$ 750.00		
Road Mass Ex	CYS	6400	\$ 7.00	\$ 44,800.00		
Roadway Improvements Subtotal				\$ 636,966.65		
Detention Pond Construction/Mass Ex./Misc.						
Detention Basin Excavation/Stabilization/Vegetation	CYS	26000	\$ 13.00	\$ 338,000.00		
Soil Erosion Sediment Control	LS	1	\$ 50,000.00	\$ 50,000.00	75%	37,500.00
Pond Aerators	EACH	1	\$ 5,000.00	\$ 5,000.00		
Detention Basin/Mass Ex. Subtotal				\$ 393,000.00		
Improvements				\$ 2,075,181.85		
3% Inspection Fee				\$ 71,801.66		
<i>(Already Installed/Inspected)</i>				\$ 1,969,384.35		
Remaining Improvements				\$ 105,797.50		
Maximum Reduction (25%) =				\$ 518,795.46		
Waiver to Reduce to 10% =				\$ 207,518.19		
Performance LOC (110%) =				\$ 116,377.25		

Note: Italicized items have been inspected, as-built, and accepted.

Items Fully Removed
Items Partially Removed at Noted Amount
Items Excluded from LOC Values

Plan Commission Public Meeting
June 16, 2021

Mr. Kevin Hunt, Schilling Development representing Beacon Pointe, stated that they are asking to convert their Performance Letter of Credit to a Maintenance Letter of Credit in the amount of \$51,110.89 as listed in Mr. Oliphant's review letter.

Mr. Oliphant advised that the Maintenance Letter of Credit would be for a period of three years.

Attorney Austgen advised that any action should include Mr. Oliphant letter of report. Ms. Murr asked for a pull date of Tuesday, July 6, 2021, if the Town does not receive the Maintenance Letter of Credit prior to the expiration date of July 12, 2021, because there is not another public meeting scheduled before then.

A motion was made by Mr. Kiepura and seconded by Mr. Becker to approve the request to convert the Performance Letter of Credit to a Maintenance Letter of Credit in the amount of \$51,110.89, with a pull-date of July 6, 2021, if this is not accomplished, referencing Mr. Oliphant's letter of June 16, 2021. Motion carried unanimously by roll-call vote:

Robert Carnahan	Aye
John Foreman	Aye
Richard Sharpe	Aye
Heather Dessauer	Aye
Chuck Becker	Aye
John Kiepura	Aye
Jerry Wilkening	Aye

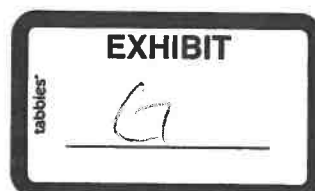
5. Lakeview Business Park – Rezone, Preliminary Plat, and Site Plan
Vicinity: 13729, 13735-13923 Wicker Avenue – Petitioner: CLBD South, LLC / Greg Bouwer

Mr. Wilkening advised that the next item on the agenda is Lakeview Business Park requesting a Rezone, Preliminary Plat, and Site Plan. The petitioner is CLBD South, LLC. The vicinity is 13729, 13735-13923 Wicker Avenue.

Attorney Austgen advised that he cannot tell if the legals are in order for this petition and that any action made should be made contingent upon such.

Mr. Greg Bouwer, present on behalf of CLBD South, LLC, thanked Mr. Oliphant for delivering his review comments to their engineer in a timely fashion. Mr. Bouwer stated that the property is a 33.531-acre tract which includes the Bear's Den lot, which is in town. They are trying to create an 18-lot business park, commercial/industrial subdivision with one outlot, Outlot A, for a detention pond. The lots range from approximately 1 acre to 2.4 acres. They have tendered a prepared Development Agreement, Development Plan, a Water Line Development Agreement to the Town. CLBD South, LLC, has tendered a reduced list of uses that will be included in the Development Plan and be made a part of a binding agreement to develop the project as presented.

Mr. Bouwer requested that the Public Hearing be opened tonight, contingent upon the legals being correct. They would like to receive approval from the Town Council in July. If that requires them to attend a special meeting in between now and the next Town Council meeting in July, they are happy to do so.



Plan Commission Public Meeting
June 16, 2021

Mr. Wilkening advised that there are eight pages to Mr. Oliphant's review letter. We are not trying to slow the process down; however, with the magnitude of this project, it needs to be looked over thoroughly.

Ms. Murr stated that there have been discussions continually regarding this large project, and the Plan Commission has the lists, agreements, and the engineering review in the meeting packet.

Mr. Oliphant advised that the letter is long, but there are no "smoking guns" in there to say nothing would work. There are some engineering intricacies.

Mr. Wilkening opened the floor for the Public Hearing at 7:24 p.m.

Mark Stenger, 13925 Wicker Avenue, asked where the deceleration lane would be; there is a ditch and a median in that area that he maintains and wants to know how the project will impact the ditch. He is concerned with the increased traffic that this will create.

Mr. Huls, DVG Team, stated that there will be an accel-decel lane. They are restricted to a specific location by INDOT for the location of the curb cut. Deceleration lanes are proposed for the southbound traffic in the existing median, widening the existing crossover in the median, and accel and decel lanes are proposed for northbound traffic. All of those would be located in the INDOT right-of-way. Along with the pavement widening, there will be required ditch improvements because a lane is being added. All of the improvements are occurring in front of Lot 16 with the widening occurring approximately 20 feet south of the utility pole and continues to and beyond the entrance. Their traffic engineer has done all the necessary calculations, which the State has for review. They are prepared to submit the INDOT permit. The intersection was designed with truck traffic in mind, and all the radii account for that traffic.

Mr. Oliphant advised that about 30 feet of the beginning taper would be in front of Mr. Stenger's property.

When asked about the screening of the property, Mr. Huls stated that there is a 10-foot buffer on the east and south side the property. They intend to maintain that buffer so that view would not change significantly. Mr. Oliphant noted that there is a conservation easement on the property.

Elizabeth Canty, 13650 Wicker Avenue, stated that she owns the property directly across the street with her husband Stewart Clark and that she would like to know what will be built. Her primary concern is the drainage. The retention pond on the north side of the property is going to feed into her front pasture, where her horses are located. They rely on the pasture to feed the horses in the summertime. At this time, Lake County Ordinance 1274-A requires the homeowner to maintain the natural drainage on the property. They have a 1964 International backhoe that can barely dredge the little creek on their property now. She asked what the 2-year rainfall release would be and how often that would be released. Her front yard turns into a lake after a heavy rain, and she does not want that on a regular basis. They created that small creek ten years ago, and it needs to be dredged. She is not prepared to spend more time and money on it for the extra water that will be coming through her property. She asked if the pond on the north side is for use only by the 18-lot subdivision, noting that she believes the Kretz' farm located east of the property in question was sold. She further commented that the increased traffic is a safety concern; she uses the left lane to turn right onto her property with the horse trailer.

Mr. Huls responded that the existing elevation of U.S. 41 on the east side of the road is 728 to 729, which is about a 10-foot grade difference along the road. When the State put in the guard rail, they entered into



**CEDAR LAKE PLAN COMMISSION SPECIAL PUBLIC MEETING MINUTES
CEDAR LAKE TOWN HALL, 7408 CONSTITUTION AVENUE, CEDAR LAKE, INDIANA
July 7, 2021, at 7:00 pm**

CALL TO ORDER:

Mr. Jerry Wilkening called the Plan Commission Special Public Meeting to order at 7:02 pm., on Wednesday, July 7, 2021, with its Members attending on-site and remotely. The Pledge of Allegiance was recited by all.

At the request of Councilman Robert Carnahan, a moment of silence for the Indiana State Trooper who had was shot and killed earlier that day in the line of duty was had.

ROLL CALL:

Members Present: Robert Carnahan; John Foreman; Richard Sharpe; Heather Dessauer; Chuck Becker (via Zoom); John Kiepura, Vice-President; Jerry Wilkening, President. A quorum was attained. **Also present:** Don Oliphant, Town Engineer; David Austgen, Town Attorney; Jill Murr, Planning Director; Rick Eberly, Town Manager; and Margaret Abernathy, Recording Secretary, Pro Tem. **Absent:** None.

SPECIAL PUBLIC MEETING BUSINESS

**1. Lakeview Business Park – Rezone, Preliminary Plat, and Site Plan
Vicinity: 13735-13923 Wicker Avenue – Petitioner: CLBD South, LLC**

Mr. Wilkening advised the first item on the agenda of the special public meeting is the Petitioner CLBD South, LLC, seeking a rezone from Agriculture Zoning District to PUD, Preliminary Plat and Site Plan for Lakeview Business Park, located in the vicinity of 13735-13923 Wicker Avenue.

Attorney Greg Bouwer presented on behalf of the Petitioners expressed gratitude to the Town and Plan Commission for holding this Special Public Meeting and for the time invested in their petition. The property in question is 33.531 acres, which includes the 28.78 acres that were annexed into town and Lot 1 in the Bear's Den. They are proposing an 18-lot business park with an outlot, Outlot A, which will be a drainage facility onsite of 3.58 acres. The lots range in size from 1 acre to 2.4 acres. They have tendered the Development Agreement with a list of uses, a Development Plan, and a Waterline Development Agreement. Attorney Bouwer requested a favorable recommendation to the Town Council for the rezoning application. They are also requesting approval of the Preliminary Plat and Site Plan. The rezoning encompasses that Development Agreement and Development Plan.

Mr. Jack Huls of DVG and Mr. Peter Bultema of CLBD South, LLC, were also present to answer any questions.

Plan Commission Special Public Meeting
July 7, 2021

Attorney Austgen asked the Commission to consider this presentation a combined presentation. The zoning would be plat and Site Plan for the purposes of the record and propriety. This is an important, sizeable, and sophisticated project.

Mr. Wilkening stated that he believes everyone is good with the engineering at this point. Mr. Wilkening asked if there are any drawings that show how the businesses along U.S. 41 will be laid out for them to see. He asked if anyone would have an issue with an 8-foot privacy fence as a screening along the perimeter. There is residential to the south and likely to the east.

Discussion ensued as to whether or not this business park would fall under B-3 and whether or not the fence would be in lieu of the 10-foot conservation easement or in addition to it.

Mr. Oliphant advised that the lots along the southern boundary, specifically Lots 13-16, has a substantial grade change in excess of 10 feet, so those will sit quite a bit lower than the existing south line when developed, and the site line along those lots will be very different. The grade ties in a bit better around Lots 10-12. Discussion ensued. Mr. Oliphant stated that he believes the PUD document is written such that the Petitioners are asking for the 10-foot conservation easement in lieu of any further screening requirements. Attorney Austgen and Attorney Bouwer concurred. Discussion continued.

In response to being asked if there would be security fencing along the south and the east in the backs of the properties, Mr. Oliphant responded that it would be up to the individual lot owners.

Attorney Bouwer advised that there was input received from the Town to do the natural screening, and they felt it was a great idea to preserve the trees. What was originally an industrial park has shifted significantly to a business park. The list of uses has been pared down and any industry in there will be light industrial businesses. Right now, nothing backs up to anything in the town. One of their requests would be to make it the responsibility of the individual lot owners on a lot developed rather than a fence for no one, the style would have to meet specific criteria set forth. They could also add a stipulation that when residential properties are approved adjacent to a lot, the fencing would be required to be installed.

Mr. Wilkening stated that he is looking forward for the property to the east. Mr. Foreman stated that there is a lot of woods there and a lot of slow growing trees; he added that the entire south left as trees and perhaps half of the east side going to the north, and from that halfway point continuing north to behind Action Plumbing, that should be shielded. The Commission agreed that the screening should be 8 feet in height, which is 8 feet from the existing grade, so if there were to be a 4-foot berm, an additional 4 feet of screening would be required.

Mr. Carnahan asked what the 30-foot and the 75-foot setback lines means. Attorney Bouwer responded that all the lots in the subdivision will have a 30-foot setback line and the lots that front U.S. 41 will have a 75-foot setback line.

Mr. Oliphant explained that the setback along U.S. 41 will be roughly 175 feet from the center line. When a frontage road was mentioned, Mr. Oliphant stated that there is not enough room for that within that setback.

Attorney Austgen advised that proper notifications for the Public Hearing are in place for that to be conducted at this meeting.

Plan Commission Special Public Meeting
July 7, 2021

Mr. Wilkening opened the floor for Public Hearing at 7:21 p.m.

Elizabeth Canty, 13650 Wicker Avenue, stated that she did not receive a letter regarding this Public Hearing and spoke about the deer in the vicinity of the property. She commented that they can jump fences and suggested that the Plan Commission consider that problem now to make the fence high enough to deter that.

Attorney Austgen stated for the record that Ms. Canty is here now; she was here a month ago; any notice issues are waived as a consequence. There are no notice issues.

Having no one else coming forward to speak, Mr. Wilkening closed the Public Hearing and brought the matter back to the Plan Commission.

Attorney Austgen advised that the Public Hearing has been closed for both the zone change and the plat approval.

Mr. Wilkening asked if the Petitioners had requested any waivers. Mr. Eberly advised that there are no waivers in a PUD. Attorney Bouwer responded that as part of the Development Agreement, they are adhering to the B-3 standards. Mr. Eberly further advised that they can recognize where the PUD varies from the typical standard; however, the PUD process eliminates the need for waivers.

Attorney Austgen advised that there is a Development Agreement consist with Title XI of the Town Code addressing these items. Any motion that might occur could have some recommended conditions to consider. Mr. Foreman asked if it applies to the rezone or all of it. Attorney Austgen responded that it applies to everything because the Development Plan encompasses the zoning and the plat.

Mr. Wilkening asked if the Development Agreement, Item 9.A-F are all a part of this. Attorney Austgen responded that they are all part of the Development Agreement under the code it was developed. It is not necessarily final, but the Council and he have worked on this, and any approval recommendation tonight should be contingent upon completing this.

Mr. Oliphant advised that those items would be the "waivers" or differences from your typical portions of that Zoning Ordinance.

The Plan Commission discussed the language to be used in the motions as a contingency for certain modifications. Mr. Oliphant stated that it would be long-term planning for residential use. Attorney Bouwer requested that they specifically mention the applicable lot numbers on the east. He commented that there are thick woods on the southern portion of the land. The weak screening to the north of that, he asked for clarification. Mr. Wilkening recommended using the terminology "wherever there is residential backyard backing up requires 8-foot of screening". If they put in arborvitae, they need to plant a wall of 8-foot-tall arborvitae at the time of planting. Mr. Oliphant recommended making it specific.

Attorney Bouwer stated that he is hearing a combination of the berm, fence, and opaque landscape screening is what he is hearing, and he believes it is acceptable. Attorney Austgen instructed Attorney Bouwer to draft it so that the Town can accept it.

Plan Commission Special Public Meeting
July 7, 2021

Mr. Wilkening asked if the document that Attorney Austgen handed out needs to be read into the record. Attorney Austgen responded in the affirmative and advised that it is the language what would be needed for the ordinance that will be coming before the Town Council and encompasses everything that is in the project. He furthered that any motion or approval should be based upon objective criteria and findings. The exhibits are not labeled as the Town Council and he would do that with the Development Agreement finalization. He wants to keep it clean until it is ready to be adopted and for the recording process.

Attorney Austgen recommended that it be read into the record and made a part of the record for motion making, document drafting coming up, and what will be needed going forward.

Mr. Foreman noted that under number 9, there is a typo: After the word "consultants at" should be CBBEL not "DLZ".

Mr. Wilkening asked that the document provided by Attorney Austgen be made a part of each of the three motions for this Petition. Mr. Oliphant requested that the July 6, 2021, letter from CBBEL also be included on any motion for all three items. (A copy of Mr. Oliphant's letter is attached hereto and made a part of the record herein as Exhibit No. 2021-07-07-PC1.)

Mr. Wilkening read the document into the record:

"That hereafter, upon approval and adoption of the Town Council of the Town of Cedar Lake, Lake County, Indiana, the Zoning District Classification of the subject parcel shall be identified Title XI – Lakeview Business Park Planned Unit Development (P.U.D.) Zoning District, subject to the conditions set forth hereafter, namely:

1. Compliance by the Developer with the Application herein;
2. compliance by the Developer with the Public Hearing and Public Meeting commitments (Public Meeting Minutes attached as Exhibit "_____");
3. Approval of the Project Parcel Site Plan (attached as Exhibit "_____");
4. Approval of subdivision plat applied for, and recordation of the same, in the Office of the Recorder of Lake County, Indiana;
5. Approval of the Planned Unit Developmental Development Agreement by each of the Plan Commission and Town Council;
6. Compliance with all Staff Review Recommendations for the proposed Project Development, including engineering comments and requirements of the Town Engineering Consultant, Christopher B. Burke Engineering, LTD;
7. Compliance by Developer with all Town regulations and requirements;
8. Compliance by the Developer with all Federal, State, County, and Local rules, regulations and permitting;
9. Approval by the Town, Plan Commission of primary and secondary subdivision plat approvals, in compliance with all specific and additional identified conditions of subdivision approval for the subject parcel, namely:
 - a. Review approval by Town Engineering Consultants at" ~~DLZ~~ CBBEL "regarding storm drainage requirements, and all other platting and developmental regulations in the Town, with a filed Report of Compliance by the Town Engineering Consultant, CBBEL;
 - b. Final check-off on engineering review by the Town Engineering Consultant, CBBEL:

Plan Commission Special Public Meeting
July 7, 2021

- c. Payment by Developer of all costs and expenses the Town incurred in processing review through approval, and is incurred through the entire project development;
 - d. Approval of an attachment of said agreed and approved PUD Development Plan and Agreement to the Zoning Map Amendatory Ordinance herein, in compliance with all terms provided for therein;
10. Compliance by the Developer with all conditions agreed upon at any Public Meeting of the Town Plan Commission with the Developer as evidenced by the terms set forth in approved Plan Commission meeting minutes of _____, 2021, which approved Meeting Minutes are attached hereto as Exhibit "_____".

Attorney Austgen additionally recommended that the Plan Commission direct the completion of the Development Plan in final form for the next meeting. He advised that they had a request at the last meeting by the Council for commencement of earth movement permitting for that based upon this approval or recommendation that you permit that to occur and direct the staff to proceed accordingly.

Mr. Foreman stated to grant permission for starting the project and let the attorneys work out the details of the fine print.

Mr. Wilkening asked for any further questions. Hearing none, he entertained a motion regarding the rezone from Agriculture to PUD of Lakeview Business Park.

A motion was made by Mr. Foreman and seconded by Mr. Sharpe to send a favorable recommendation to the Town Council to rezone this property from an Agricultural Zoning District to a PUD contingent upon the Developmental Agreement, the items read into the record, and the letter from Mr. Oliphant dated July 6, 2021, and to grant permission for Lakeview Business Park to commence earth movement and directing staff to proceed accordingly. Motion carried unanimously by roll-call vote:

Robert Carnahan	Aye
John Foreman	Aye
Richard Sharpe	Aye
Heather Dessauer	Aye
Chuck Becker	Aye
John Kiepura	Aye
Jerry Wilkening	Aye

A motion was made by Mr. Foreman and seconded by Ms. Dessauer to approve the Preliminary Plat for the 18-lot subdivision contingent upon the Developmental Agreement, the items read into the record, and the letter from Mr. Oliphant dated July 6, 2021, and to grant permission for Lakeview Business Park to commence earth movement and directing staff to proceed accordingly, as presented in the record. Motion carried unanimously by roll-call vote:

Robert Carnahan	Aye
John Foreman	Aye
Richard Sharpe	Aye
Heather Dessauer	Aye
Chuck Becker	Aye

Plan Commission Special Public Meeting
July 7, 2021

John Kiepura	Aye
Jerry Wilkening	Aye

Attorney Austgen asked Attorney Bouwer to include the 8-foot screening item under “Landscaping and Fencing” in the business plan. Attorney Bouwer agreed to adjust that language and asked for clarification on what area(s) to include, and Mr. Wilkening responded that it is just the eastern portion.

A motion was made by Mr. Sharpe and seconded by Mr. Becker to approve the Site Plan contingent upon the Developmental Agreement, the items read into the record, and the letter from Mr. Oliphant dated July 6, 2021, and to grant permission for Lakeview Business Park to commence earth movement and directing staff to proceed accordingly, as presented in the record, including the contents of Mr. Wilkening’s statement on the screening. Motion carried unanimously by roll-call vote:

Robert Carnahan	Aye
John Foreman	Aye
Richard Sharpe	Aye
Heather Dessauer	Aye
Chuck Becker	Aye
John Kiepura	Aye
Jerry Wilkening	Aye

2. Henn – Final Plat – One-lot Subdivision
Vicinity: 13301 Lincoln Plaza – Petitioner: Richard Henn

Mr. Wilkening advised that the next item on the agenda is the Petitioner Richard Henn for a Final Plat of a one-lot subdivision for the property at 13301 Lincoln Plaza. Mr. Wilkening stated that there was one snag left with this project.

Mr. Richard Henn advised that he delivered the Final Plat to Ms. Murr’s office to be signed and notarized. Mr. Henn stated that Mr. Oliphant asked that a private yard grate be installed, which has been done, and Mr. Kubiak came and reviewed it.

Mr. Wilkening asked if everything is good. Ms. Murr responded in the affirmative. Mr. Eberly advised that Mr. Kubiak has confirmed the installation. Mr. Oliphant stated that he is satisfied as those items were addressed.

A motion was made by Mr. Carnahan and seconded by Mr. Becker to approve the Final Plat. Motion carried unanimously by roll-call vote:

Robert Carnahan	Aye
John Foreman	Aye
Richard Sharpe	Aye
Heather Dessauer	Aye
Chuck Becker	Aye
John Kiepura	Aye
Jerry Wilkening	Aye



IRREVOCABLE STANDBY LETTER OF CREDIT

June 14, 2022

Letter of Credit No. 5484820

Beneficiary:
Town of Cedar Lake
7408 Constitution Ave
PO BOX 707
Cedar Lake, IN 46303

Applicant:
Ricardo L. Perez and Catherine Perez
13901 Laque Drive
Cedar Lake, IN 46303

Dear Beneficiary:

We hereby establish at the request of our client, Ricardo L. Perez and Catherine Perez, (the "Applicant"), our Irrevocable Standby Letter of Credit in your favor in an amount not exceeding an aggregate sum of \$4,430.25 (Four Thousand four hundred Thirty and 25/100 U.S. Dollars). This Letter of Credit is effective immediately and shall expire at the close of banking business at our Muncie, Indiana office on June 14, 2023.

We agree that all drafts drawn under and in compliance with the terms of this Letter of Credit shall be duly honored upon presentation of the following documents at our office located at First Merchants Bank, ATTN: Secured Credit Dept., PO Box 792, Muncie, IN 47305:

1. The original of this Letter of Credit No. 5484820.
2. Beneficiary's signed drawing certificate stating that: "Beneficiary hereby certifies that Ricardo L. Perez and Catherine Perez has failed to comply with the terms of the agreement between Ricardo L. Perez and Catherine Perez and Town of Cedar Lake; such failure is a default under the agreement: the default is continuing; and Beneficiary is making a drawing under the Letter of Credit in the amount of \$(Draw Amount).
3. An affidavit from the Town Engineer that Ricardo L. Perez and Catherine Perez has failed to fulfill its obligations in accordance with the development plans.

Drafts must be marked: "Drawn under First Merchants Bank Letter of Credit No. 5484820". Partial drawings are permitted under this Letter of Credit.

Except as otherwise expressly stated herein, this Letter of Credit is subject to the laws of the State of Indiana and shall be governed by the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce, Publication No. 600, as amended.

Sincerely,

Chris Schaler
Assistant Vice President
First Merchants Bank

First Merchants Bank
200 E. Jackson Street
Muncie, IN 47305

Irrevocable Letter of Credit No. 5484820
Subdivision/Entity: Ricardo L. Perez and Catherine Perez
13901 Laque Drive
Cedar Lake, IN 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

June 21, 2022

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

Gentlemen:

Peoples Bank, at the request of our applicant, CLBD South, LLC, has provided its Irrevocable Standby Letter of Credit No. CL7618LC in your favor, which is attached hereto, in the amount of Two Hundred Seven Thousand Five Hundred Eighteen and 19/100 (\$207,518.19), dated June 21, 2022 in your favor. This will certify that Paul Rodriguez, VP, Business Banker, is authorized to provide and execute the attached Irrevocable Standby Letter of Credit, that the signature appearing on said Letter of Credit is authentic, and that the Bank has complied with all banking laws and requirements and other laws in connection with the issuance of such Letter of Credit.

Sincerely,

Gregory Bracco, SVP
Chief Business Banking Officer

Attachment: Letter of Credit No. CL7618LC

GB/ns



Loan Center
9204 Columbia Avenue
Munster, Indiana 46321
219.853.7500

IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER'S NAME & ADDRESS:

Peoples Bank
9204 Columbia Avenue
Munster, IN 46321
Attention: Commercial Loan Department

Telephone: 219-853-7500
Email: prodriguez@ibankpeoples.com

APPLICANT:

CLBD South, LLC
14520 Wicker Avenue
Cedar Lake, IN 46303

BENEFICIARY:

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

Irrevocable Letter of Credit No-CL7618LC

Total Amount: \$207,518.19
(maximum aggregate amount)

Issuance Date: June 21, 2022

Expiration Date: November 24, 2023

Ladies and Gentlemen:

Issuance. The Issuer hereby establishes, at the request of Applicant and for the account of the Applicant, in favor of the Beneficiary, this Credit which is issued for Credit No. CL7618LC in the total amount of:

\$207,518.19

Undertaking. Issuer undertakes to honor Beneficiary's demand for payment of an amount available under this Credit, upon Beneficiary's presentation of a demand for payment in the form of the attached "**Sight Draft for Credit Regarding CLBD South, LLC** marked as **EXHIBIT A** (*hereinafter*, "Sight Draft"), together with the original of this Credit, at Issuer's address stated above, on or before the close of business on the expiration date.

Original. The original copy of this Credit shall be presented to and retained by Beneficiary. The original copy of this Credit need not be presented to Issuer as a condition for Beneficiary to receive payment. Retention of the original Credit does not preserve any rights thereunder after the right to demand payment ceases.

Payment. Issuer undertakes to make payment to Beneficiary under this Credit within five (5) business days of receipt by Issuer of a properly presented Sight Draft. Beneficiary shall receive payment from Issuer as described in the Sight Draft.

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

Presentation. Beneficiary may present Sight Drafts for honor to Issuer at Issuer's above-stated address by:

1. Personal delivery to Issuer with an acknowledged duly authorized, signed receipt;
2. Deposit in Certified U.S. Mail, postage prepaid, properly addressed; or
3. Deposit with any third-party commercial carrier for delivery, cost prepaid, properly addressed.

Presentation will be deemed to have occurred upon Issuer's receipt.

Agreed Reduction of Total Amount. Issuer will permanently reduce the Total Amount of this Credit upon Beneficiary's presentation, from time to time, of an agreed "**Letter of Credit Reduction Approval for CLBD South, LLC**" in the form attached as **EXHIBIT B**. Beneficiary shall present any such agreed "Letter of Credit Reduction Approvals for CLBD South, LLC", to Issuer at Issuer's address stated above and Issuer shall make reductions as specified in the particular Letter of Credit Reduction Approvals as presented.

Expiration Date. The expiration date of this Credit is November 24, 2023

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.

Sincerely,

PEOPLES BANK

Paul Rodriguez

By: Paul Rodriguez
VP, Business Banker

CERTIFICATION

The Undersigned hereby certifies under the penalty of perjury that I am the duly authorized Agent of the Issuer of this Irrevocable Standby Letter of Credit and have full authority and all required approval to agree to the issuance of this Irrevocable Standby Letter of Credit.

SIGNED AND DATED THIS 21st DAY OF JUNE, 2022

Sincerely,

ISSUER: PEOPLES BANK

Paul Rodriguez

By: Paul Rodriguez
VP, Business Banker

EXHIBIT A
SIGHT DRAFT FOR IRREVOCABLE STANDBY LETTER OF CREDIT
CLBD SOUTH, LLC

DATE: _____

RE: IRREVOCABLE STANDBY LETTER OF CREDIT No.: CL7618LC

APPLICANT: CLBD South, LLC
14520 Wicker Ave
Cedar Lake, IN 46303

ISSUER: Peoples Bank
9204 Columbia Avenue
Munster, Indiana 46321
Attention: Commercial Loan Department
Telephone : 219-853-7500
Email: prodriguez@ibankpeoples.com

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

This Sight Draft is a demand for payment presented by the Beneficiary under the above-referenced Letter of Credit for the amount of \$_____, which constitutes a full/partial payment of the funds available to the Beneficiary under the Letter of Credit. Under this Sight Draft, the Beneficiary states that:

- (i) The undersigned is authorized to execute this Sight Draft on behalf of the Beneficiary;
- (ii) Applicant is in default of its obligations to adequately construct and complete the infrastructure for the Subdivision, which is the subject of the above-referenced Irrevocable Standby Letter of Credit;
- (iii) The above-stated amount of this Sight Draft is the amount currently due to Beneficiary from Applicant; and
- (iv) The proceeds from this Sight Draft will be used to satisfy the above-identified obligations.

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
BENEFICIARY'S ACCOUNT NUMBER

BENEFICIARY – TOWN OF CEDAR LAKE

By: _____
Name: _____
Title: _____

EXHIBIT B
LETTER OF CREDIT REDUCTION APPROVAL FOR
CLBD SOUTH, LLC

DATE: _____

RE: IRREVOCABLE STANDBY LETTER OF CREDIT: *(hereinafter, ILOC)*

Number: CL7618LC
Date of Issuance: June 21, 2022
Current Total Amount: \$207,518.19
Current Expiration Date: November 24, 2023

ILOC REDUCTION APPROVAL No. : _____
Total Amount of this ILOC Reduction: \$ _____
Total Amount of ILOC after this Reduction : \$ _____

APPLICANT: CLBD South, LLC
14520 Wicker Ave
Cedar Lake, IN 46303

ISSUER: Peoples Bank
9204 Columbia Avenue
Munster, Indiana 46321
Attention: Commercial Loan Department

BENEFICIARY:
TOWN ENGINEER: _____

The undersigned hereby approve of and incorporate by reference the calculations stated in the attached "Worksheet for Reduction of Total Amount of the ILOC for CLBD South LLC. Issuer is hereby authorized to reduce the Current Total Amount of the above-referenced ILOC as indicated by the attached Worksheet.

Per the attached Worksheet, the new "Total Amount" of the ILOC shall now equal: _____.

Town of Cedar Lake

[NAME OF TOWN ENGINEER]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CLBD South LLC

By: _____
Name: _____
Title: _____

EXHIBIT B (Continued)

**WORKSHEET FOR REVISED AMOUNT OF IRREVOCABLE STANDBY LETTER OF CREDIT
FOR CLBD SOUTH, LLC**

Applicant has requested the following reduction(s) in the amount of the above-referenced Irrevocable Standby Letter of Credit (*hereinafter*, ILOC). The _____ has inspected and approved the improvement(s) corresponding to the requested reduction(s), verified the cost and value of the requested reduction(s), and hereby recommends approval of the requested reduction(s).

ILOC Reduction Request #: _____

Original ILOC Amount: \$207,518.19

ILOC Revised Amount after all prior approved reduction(s): \$ _____

ILOC Revised Amount after approval of new requested reduction(s): \$ _____

Item of Improvement	Original Cost Estimate	Previous ILOC Reductions	Amount of New ILOC Requested Reduction	ILOC Amount after New Requested Reduction
Subtotal				
Contingencies (10%)				
Total Letter of Credit				

Revised Improvements Cost Subtotal after Above-Requested New Reduction(s): \$ _____

Peoples Bank
9204 Columbia Avenue
Munster, IN 46321

Irrevocable Letter of Credit No. CL7618LC
Subdivision/Entity: CLBD South, LLC
14520 Wicker Avenue
Cedar Lake, IN 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



June 13, 2022

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

Attention: Town Council

Subject: Stage 2 – Cedar Lake Dredging Project
(CBBEL Project No. 20-0323)

Dear Council Members:

Below you will find the bid tabulation summary for the Cedar Lake Dredging project. Attached to this letter is the project bid tabulation for your review. The final Engineer's Estimate for the project base bid was \$3,610,500.00. The total bid for each potential contractor is shown below:

Bid Tabulation Summary

Contractor	Base Bid	Alternate #1 Bid	Alternate #2 Bid
Dredge America, Inc.	\$5,296,000.00	\$5,864,115.00	\$5,975,000.00
Mobile Dredging & Pumping Co.	\$20,008,204.00	\$25,981,239.00	\$30,564,904.00
Veit	\$5,745,000.00	\$7,379,375.00	\$8,370,000.00

As noted above, the apparent overall low bidder at a total unit cost base bid price of \$5,296,000.00 is Dredge America, Inc. We recommend that the bids be taken under advisement pending available funding.

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

Sincerely,

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

Encl: Bid Tabulation

cc: Town Manager
Town Clerk-Treasurer
Town Director of Operations

DCO\
P:\Cedar Lake\200323 Ecosystem Phase 2\Bidding\Stage 2\Bid Tab\Stage 2 - Dredging 061322.docx

Christopher B. Burke Engineering, LTD
9575 West Higgins Road, Suite 600
Rosemont, IL 60018

PROJECT: Stage 2 - Cedar Lake Dredging
CLIENT: Town of Cedar Lake, IN
PROJECT NO.: 200323
DATE: 6/13/2022

Bid Tabulation

				CBBEL Engineer's Estimate		Dredge America, Inc.		Mobile Dredging & Pumping, Co.		Veit	
Item#	Item Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MOBILIZATION AND DEMOBILIZATION	LS	1	10.0%	\$ 290,000.00	\$ 675,000.00	\$ 675,000.00	\$ 3,094,904.00	\$ 3,094,904.00	\$ 1,500,000.00	\$ 1,500,000.00
2	CONSTRUCTION ENGINEERING	LS	1	3.0%	\$ 87,000.00	\$ 100,000.00	\$ 100,000.00	\$ 150,000.00	\$ 150,000.00	\$ 110,000.00	\$ 110,000.00
3	AS-BUILT SURVEY	LS	1	4.0%	\$ 116,000.00	\$ 100,000.00	\$ 100,000.00	\$ 325,000.00	\$ 325,000.00	\$ 210,000.00	\$ 210,000.00
4	OPERATION, MAINTENANCE, MONITORING, & TESTING OF THE SDF	LS	1.0	7.5%	\$ 217,500.00	\$ 100,000.00	\$ 100,000.00	\$ 120,000.00	\$ 120,000.00	\$ 300,000.00	\$ 300,000.00
5	DREDGING SEDIMENT	CYS	290000	\$ 10.00	\$ 2,900,000.00	\$ 14.90	\$ 4,321,000.00	\$ 56.27	\$ 16,318,300.00	\$ 12.50	\$ 3,625,000.00
BASE BID TOTALS				\$	3,610,500.00	\$	5,296,000.00	\$	20,008,204.00	\$	5,745,000.00
5A	DREDGING SEDIMENT	CYS	420750	\$ 10.00	\$ 4,207,500.00	\$ 11.62	\$ 4,889,115.00	\$ 52.98	\$ 22,291,335.00	\$ 12.50	\$ 5,259,375.00
ALTERNATE #1 BID TOTALS				\$	4,918,000.00	\$	5,864,115.00	\$	25,981,239.00	\$	7,379,375.00
5B	DREDGING SEDIMENT	CYS	500000	\$ 10.00	\$ 5,000,000.00	\$ 10.00	\$ 5,000,000.00	\$ 53.75	\$ 26,875,000.00	\$ 12.50	\$ 6,250,000.00
ALTERNATE #2 BID TOTALS				\$	5,710,500.00	\$	5,975,000.00	\$	30,564,904.00	\$	8,370,000.00

(Low Bidder)

- Bid Review Notes:
- 1 All contractors acknowledged receipt of Addendum No. 1 .
 - 2 No bidders provided a preliminary construction schedule.

Engineer's Estimate Notes and Assumptions:

- 1 All costs are estimates based on the engineers knowledge of common construction methods and materials. Christopher B. Burke Engineering, LTD does not guarantee that the actual bid price will not vary from the costs used with this estimate.
- 2 All costs are in 2022 dollars.
- 3 Engineer's Estimate was completed in March 2022.
- 4 This estimate does not include unforeseen cost increases that may result from shortages in fuel and materials and supply chain issues as a result of natural or man made disasters.
- 5 This estimate does not include ROW acquisition, temporary or construction easements, or relocating existing utilities.
- 6 This estimate does not include any costs associated with land acquisition.



June 16, 2022

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

Attention: Town Council

Subject: Kiwanis Park Improvements
(CBBEL Project No. 06-00015)

Dear Council Members:

As requested, CBBEL staff has received quotes from local contractors for the Kiwanis Park Improvement Project. Two separate quotes were requested for the asphalt/concrete and striping pay items. The engineer's estimate for the entire project was less than \$150,000. The final Engineer's Estimate for the concrete/paving items was \$103,924.00. The total quote for each potential contractor is shown below:

Unit Cost Quotes for Asphalt/Concrete Items

Contractor	Quote
Milestone Contractors North, Inc.	\$113,263.00
Olson Construction, Inc.	\$96,552.00
Site Services	\$103,632.80

As can be seen from the table above, the apparent low quote for the asphalt/concrete items at a total unit cost quote price of \$96,552.00 is Olson Construction, Inc. As this appears to be the lowest, responsive, and responsible quote for the project, we recommend that the subject contract be awarded to Olson Construction, Inc.

The final Engineer's Estimate for the striping items was \$6,100.00. The total quote for each potential contractor is shown below:

Unit Cost Quotes for Striping Items

Contractor	Quote
Site Services	\$8,188.75
Traffic Control Specialists, Inc.	\$6,448.75
Traffic Management Company, Inc.	\$6,617.50

As can be seen from the table above, the apparent low quote for the striping items at a total unit cost quote price of \$6,448.75 is Traffic Control Specialists, Inc. As this appears to be the lowest, responsive, and responsible quote for the project, we recommend that the subject contract be awarded to Traffic Control Specialists, Inc.

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

Sincerely,



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

Encl: Asphalt/Concrete Quote Tabulation
Striping Quote Tabulation

cc: Town Manager
Town Clerk-Treasurer
Director of Operations
TJ Gordon – CBBEL

DCO\
P:\Cedar Lake\060015 Town Engineer\00005 Town-General\2021 CL Fencing Plans\Paving\L060015 - Kiwanis Park Award
061622.docx

Christopher B. Burke Engineering, LLC
2100 Main Street - Suite 314
Crown Point, IN 46307

PROJECT: Kiwanis Park Improvements
CLIENT: Town of Cedar Lake, IN
PROJECT NO.: 060015
DATE: 6/16/2022

Asphalt/Concrete Quote Tabulation

				CBBEL Engineer's Estimate		Milestone Contractors North, Inc.		Olson Construction, Inc.		Site Services	
Item#	Item Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MOB/DEMOB, CONSTRUCTION ENGINEERING (LAYOUT)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 4,600.00	\$ 4,600.00	\$ 3,000.00	\$ 3,000.00
2	HMA INTERMEDIATE, TYPE B, 3"	TON	462	\$ 92.00	\$ 42,504.00	\$ 104.00	\$ 48,048.00	\$ 84.00	\$ 38,808.00	\$ 100.00	\$ 46,200.00
3	HMA SURFACE, TYPE B, 1.5"	TON	231	\$ 120.00	\$ 27,720.00	\$ 135.00	\$ 31,185.00	\$ 108.00	\$ 24,948.00	\$ 120.00	\$ 27,720.00
4	TACK COAT	SYS	2800	\$ 0.75	\$ 2,100.00	\$ 1.00	\$ 2,800.00	\$ -	\$ -	\$ 0.50	\$ 1,400.00
5	PCC SIDEWALK, 4"	SYS	330	\$ 70.00	\$ 23,100.00	\$ 55.00	\$ 18,150.00	\$ 77.00	\$ 25,410.00	\$ 69.40	\$ 22,902.00
6	PCC CURB RAMP W/DTE, 4"	SYS	14	\$ 250.00	\$ 3,500.00	\$ 220.00	\$ 3,080.00	\$ 199.00	\$ 2,786.00	\$ 172.20	\$ 2,410.80
BID TOTALS				\$	103,924.00	\$	113,263.00	\$	96,552.00	\$	103,632.80

(Low Bidder)

Engineer's Estimate Notes and Assumptions:

- 1

All costs are estimates based on the engineers knowledge of common construction methods and materials. Christopher B. Burke Engineering, LLC does not guarantee that the actual bid price will not vary from the costs used with this estimate.
- 2

All costs are in 2022 dollars.
- 3

This estimate does not include unforeseen cost increases that may result from shortages in fuel and materials and supply chain issues as a result of natural or man made disasters.
- 4

This estimate does not include ROW acquisition, temporary or construction easements, or relocating existing utilities.
- 5

This estimate does not include any costs associated with land acquisition.

Christopher B. Burke Engineering, LLC
2100 Main Street - Suite 314
Crown Point, IN 46307

PROJECT: Kiwanis Park Improvements
CLIENT: Town of Cedar Lake, IN
PROJECT NO.: 060015
DATE: 6/16/2022

Striping Quote Tabulation

				CBBEL Engineer's Estimate		Site Services		Traffic Control Specialists, Inc.		Traffic Management Company, Inc.	
Item#	Item Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	ARROW SYMBOL, WHITE, THERMOPLASTIC	EACH	2	\$ 200.00	\$ 400.00	\$ 500.00	\$ 1,000.00	\$ 245.00	\$ 490.00	\$ 165.00	\$ 330.00
2	PAVEMENT MARKING LINE, WHITE, 4", THERMOPLASTIC	LFT	2550	\$ 1.25	\$ 3,187.50	\$ 2.15	\$ 5,482.50	\$ 1.25	\$ 3,187.50	\$ 1.00	\$ 2,550.00
3	HANDICAPPED SYMBOL, BLUE, THERMOPLASTIC	EACH	4	\$ 300.00	\$ 1,200.00	\$ 225.00	\$ 900.00	\$ 435.00	\$ 1,740.00	\$ 325.00	\$ 1,300.00
4	PAVEMENT MARKING LINE, BLUE, 4" THERMOPLASTIC	LFT	375	\$ 3.50	\$ 1,312.50	\$ 2.15	\$ 806.25	\$ 2.75	\$ 1,031.25	\$ 6.50	\$ 2,437.50
BID TOTALS				\$ 6,100.00		\$ 8,188.75		\$ 6,448.75		\$ 6,617.50	

(Low Bidder)

Engineer's Estimate Notes and Assumptions:

- 1All costs are estimates based on the engineers knowledge of common construction methods and materials. Christopher B. Burke Engineering, LLC does not guarantee that the actual bid price will not vary from the costs used with this estimate.
- 2All costs are in 2022 dollars.
- 3This estimate does not include unforeseen cost increases that may result from shortages in fuel and materials and supply chain issues as a result of natural or man made disasters.
- 4This estimate does not include ROW acquisition, temporary or construction easements, or relocating existing utilities.
- 5This estimate does not include any costs associated with land acquisition.



June 14, 2022

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

Attention: Town Council

Subject: 2022 CDBG Lynnsway Sidewalk Project
(CBBEL Project No. 06-00015)

Dear Council Members:

This project was bid in accordance with CDBG guidelines in April 2022. No bids were received prior to the bid opening on April 27, 2022. Therefore, CBBEL solicited quotes from local contractors since the engineer's estimate was less than \$150,000. The final Engineer's Estimate for the project was \$64,605.00. The total quote for each potential contractor is shown below:

Unit Cost Quotes for Project

Contractor	Bid
Milestone Contractors North, Inc.	\$122,995.00
H3 Concrete, Inc.	\$63,214.30

As can be seen from the table above, the apparent low quote for the project at a total unit cost quote price of \$63,214.30 is H3 Concrete, Inc. As this appears to be the lowest, responsive, and responsible quote for the project, we recommend that the subject contract be awarded to H3 Concrete, Inc.

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

Encl: Quote Tabulation

cc: Town Manager
Director of Operations

DCO\
P:\Cedar Lake\060015 Town Engineer\00005 Town-General\2022 Lynns way ADA Ramp R&R (CDBG)\L060015 - CDBG Lynns way
Award 061422.docx

Christopher B. Burke Engineering, LLC
2100 Main Street - Suite 314
Crown Point, IN 46307

PROJECT: CDBG Lynnsway

CLIENT: Town of Cedar Lake, IN

PROJECT NO.: 060015

DATE: 6/14/2022

Quote Tabulation

				CBBEL Engineer's Estimate		Milestone Contractors North, Inc.		H3 Concrete, Inc.	
Item#	Item Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MOBILIZATION/DEMOBILIZATION	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 18,000.00	\$ 18,000.00	\$ 1,500.00	\$ 1,500.00
2	CURB & GUTTER, REMOVAL (INCL ASPHALT PATCH)	LF	185	\$ 25.00	\$ 4,625.00	\$ 35.00	\$ 6,475.00	\$ 24.10	\$ 4,458.50
3	CONCRETE SIDEWALK, REMOVAL	SYS	165	\$ 15.00	\$ 2,475.00	\$ 36.00	\$ 5,940.00	\$ 27.00	\$ 4,455.00
4	CURB & GUTTER, CONCRETE, ROLLED	LF	185	\$ 50.00	\$ 9,250.00	\$ 94.00	\$ 17,390.00	\$ 36.20	\$ 6,697.00
5	SIDEWALK, CONCRETE, 4"	SYS	342	\$ 65.00	\$ 22,230.00	\$ 120.00	\$ 41,040.00	\$ 60.80	\$ 20,793.60
6	CURB RAMP, CONCRETE, 4" (INCL DETECTABLE WARNING TILES)	EA	10	\$ 1,600.00	\$ 16,000.00	\$ 1,500.00	\$ 15,000.00	\$ 1,872.20	\$ 18,722.00
7	COMPACTED AGGREGATE, NO 53 BASE, UNDISTRIBUTED	TON	105	\$ 40.00	\$ 4,200.00	\$ 120.00	\$ 12,600.00	\$ 21.60	\$ 2,268.00
8	HMA, SURFACE PATCH, TYPE B, 3"	TON	7	\$ 275.00	\$ 1,925.00	\$ 450.00	\$ 3,150.00	\$ 468.60	\$ 3,280.20
9	MANHOLE CASTING, ADJUST TO GRADE, UNDISTRIBUTED	EA	2	\$ 350.00	\$ 700.00	\$ 1,000.00	\$ 2,000.00	\$ 219.50	\$ 439.00
10	SPRINKLER SYSTEM, REPAIR/ADJUST	EA	2	\$ 100.00	\$ 200.00	\$ 700.00	\$ 1,400.00	\$ 300.50	\$ 601.00
BID TOTALS				\$ 64,605.00		\$ 122,995.00		\$ 63,214.30	

(Low Bidder)

Engineer's Estimate Notes and Assumptions:

- 1

All costs are estimates based on the engineers knowledge of common construction methods and materials. Christopher B. Burke Engineering, LLC does not guarantee that the actual bid price will not vary from the costs used with this estimate.
- 2

All costs are in 2022 dollars.
- 3

This estimate does not include unforeseen cost increases that may result from shortages in fuel and materials and supply chain issues as a result of natural or man made disasters.
- 4

This estimate does not include ROW acquisition, temporary or construction easements, or relocating existing utilities.
- 5

This estimate does not include any costs associated with land acquisition.

H3 Concrete, Inc.

1800 E. Joe Orr Rd. Chicago Heights, IL 60411
(708) 265-5705



Prepared for:
Christopher Burke Engineering
Project Name:
Lynnsway CDBG Sidewalk Improvements

Date: **May 16, 2022**
Attn: **Thomas Gordon**
Location:
Cedar Lake, IN

H3 Concrete, Inc. proposes to furnish the necessary labor, materials and equipment to perform the work listed below based on the information provided by the date of this proposal:

(1) Mobilization / Demobilization	1	LS	@	\$ 1,500.00	\$	1,500.00
(2) Curb & Gutter, Removal (Includes Asphalt Patch)	185	LF	@	\$ 24.10	\$	4,458.50
(3) Concrete Sidewalk, Removal	165	SY	@	\$ 27.00	\$	4,455.00
(4) Curb & Gutter, Concrete, Roll Curb	185	LF	@	\$ 36.20	\$	6,697.00
(5) Sidewalk, Concrete, 4"	342	SY	@	\$ 60.80	\$	20,793.60
(6) Curb Ramp, Concrete, 4" (Includes Detectable Warning Tiles)	10	EA	@	\$ 1,872.20	\$	18,722.00
(7) Compacted Aggregate No 53 Base, Undistributed	105	Ton	@	\$ 21.60	\$	2,268.00
(8) HMA, Surface Patch, Typ. B (3")	7	Ton	@	\$ 468.60	\$	3,280.20
(9) Manhole Casting, Adjust to Grade, Undistributed	2	EA	@	\$ 219.50	\$	439.00
(10) Sprinkler System Repair/Adjustment	2	EA	@	\$ 300.50	\$	601.00
TOTAL BID: \$						63,214.30

Exclusions: **1) Sale tax. 2) Landscape restoration.**

Notes:

PROPOSAL CONDITIONS

1. All work to be completed in the 2022 construction season.
2. This project based on up to 1 phase(s) of construction. If additional phases are required, the additional cost of mobilization and lost productivity will be an extra cost.
3. If winter concrete and/or winter protection of concrete are required, it will be an extra cost.
4. ~~Stone cushion, if required, under walk and drives to be furnished by others and installed by H3 Concrete, Inc. up to 4" depth. Stone under curb and gutter, if required, furnished and installed by others.~~
5. If existing subgrade is such that forming concrete required additional time, an extra may be required.
6. ~~Engineering layout and grades to be furnished by others.~~
7. No testing fees for concrete work are included.
8. This proposal to be accepted no later than 30 days from above date.
9. Subgrade to be plus .1 ft. for slipform work, plus/minus .1 ft for hand work. Any subgrade work performed by H3 Concrete Inc. will be an additional cost.
10. ~~Frame & grate adjustments performed by H3 Concrete, Inc. will be an additional cost.~~
11. Labor and material are warranted for ONE YEAR FROM THE DATE OF COMPLETION of our work.
12. Prices are based on a normal five-day work week.
13. If insurance greater than our standard coverage is required additional charges may occur.
14. There will be an \$12.00/CY charge for all Saturday concrete delivered.
15. No caulking of expansion or control joints is included in our bid unless listed as a line item above.
16. ~~All traffic protection signs, barricades, and incidental items are provided and paid for by others. We will provide flagmen.~~
17. If applicable, restoration work is to be completed by others. (asphalt patching, Inadscape, backfill, etc.)
18. Work under this proposal shall be paid on a unit price basis unless otherwise agreed to by H3 Concrete, Inc. and the Owner or Contractor.
19. This proposal is subject to change based on any information provided to H3 Concrete, Inc. after this proposal date. (addendums, revisions, add'l reports, schedules, etc.)

H3 Concrete, Inc. and the undersigned Owner or Contractor execute this agreement to complete the above work subject to the listed agreement conditions.

Accepted:

H3 Concrete, Inc.:

sign: _____

date: _____

Owner / Contractor:

sign: _____

date: _____



June 10, 2022

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

Attention: Jennifer Sandberg – Clerk-Treasurer

Subject: Highland Subdivision Improvements
Pay Request No. 1
(CBBEL Project No. 19.R220142.00001)

Dear Town Council Members:

Christopher B. Burke Engineering, LLC (CBBEL) has reviewed final Pay Request # 1 in the amount of \$282,001.27 submitted by Milestone Contractors North, Inc. dated June 6, 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:	\$ 313,334.74	\$ 313,334.74
Less Retainage:	\$ 31,333.47	\$ 31,333.47
Balance:	\$ 282,001.27	\$ 282,001.27
Less Previous Payments:	n/a	n/a
Amount Due This Payment:	\$ 282,001.27	n/a

Please find attached copies of the Invoice #1 from Milestone and the Pay Estimate #1 Report from CBBEL. The partial 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,

A handwritten signature in blue ink, appearing to read "T. J. Gordon".

Thomas J. Gordon
Construction Engineer

A handwritten signature in black ink, appearing to read "D. C. Oliphant".

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

Encl.: As noted.

cc: Chris Salatas – Town Manager
Margaret Abernathy – Town Administrative Assistant
Dave Beale – Milestone

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TOWN OF CEDAR LAKE, IN
HIGHLAND SUBDIVISION IMPROVEMENTS

CONTRACTOR: Milestone Contractors North, Inc.
DATE: 6/6/2022
ESTIMATE NO. 1 (4/18/22 to 5/27/22)
PROJECT: Highland Subdivision Improvements
PROJECT #: 19.R220142.00001

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	LS	\$34,100.00	\$ 34,100.00	0.70	\$ 23,870.00	0.70	70.0%	\$ 23,870.00
2	CONSTRUCTION ENGINEERING	1	LS	\$4,000.00	\$ 4,000.00	0.45	\$ 1,800.00	0.45	45.0%	\$ 1,800.00
3	CLEARING RIGHT OF WAY	1	LS	\$12,000.00	\$ 12,000.00	0.45	\$ 5,400.00	0.45	45.0%	\$ 5,400.00
4	TREE, 6 IN. REMOVE	1	EACH	\$500.00	\$ 500.00	0.00	\$ -	0.00	0.0%	\$ -
5	CONCRETE DRIVEWAY, REMOVE	35	SYS	\$45.00	\$ 1,575.00	5.00	\$ 225.00	5.00	14.3%	\$ 225.00
6	PIPE, REMOVE	340	LFT	\$10.00	\$ 3,400.00	340.00	\$ 3,400.00	340.00	100.0%	\$ 3,400.00
7	CONCRETE CURB, REMOVE	40	LFT	\$45.00	\$ 1,800.00	0.00	\$ -	0.00	0.0%	\$ -
8	CONCRETE HEADWALL, REMOVE	2	EACH	\$1,000.00	\$ 2,000.00	2.00	\$ 2,000.00	2.00	100.0%	\$ 2,000.00
9	RIP RAP, REMOVE	15	SYS	\$10.00	\$ 150.00	15.00	\$ 150.00	15.00	100.0%	\$ 150.00
10	TREE, PROTECT	3	EACH	\$125.00	\$ 375.00	0.00	\$ -	0.00	0.0%	\$ -
11	EXCAVATION, COMMON	1	LS	\$62,500.00	\$ 62,500.00	1.00	\$ 62,500.00	1.00	100.0%	\$ 62,500.00
12	FENCE, REMOVE AND RESET	115	LFT	\$145.00	\$ 16,675.00	0.00	\$ -	0.00	0.0%	\$ -
13	COMPACTED AGG. FOR UNDERCUT BACKFILL, NO. 2 (UNDISTRIBUTED)	450	TON	\$90.00	\$ 40,500.00	450.57	\$ 40,551.30	450.57	100.1%	\$ 40,551.30
14	COMPACTED AGG. FOR UNDERCUT BACKFILL, NO. 53 (UNDISTRIBUTED)	450	TON	\$80.00	\$ 36,000.00	0.00	\$ -	0.00	0.0%	\$ -
15	SILT FENCE (UNDISTRIBUTED)	1100	LFT	\$1.46	\$ 1,606.00	0.00	\$ -	0.00	0.0%	\$ -
16	INLET PROTECTION	7	EACH	\$155.00	\$ 1,085.00	0.00	\$ -	0.00	0.0%	\$ -
17	PIPE PROTECTION	5	EACH	\$155.00	\$ 775.00	1.00	\$ 155.00	1.00	20.0%	\$ 155.00
18	MAINTENANCE OF EROSION CONTROL DEVICES	1	LS	\$9.86	\$ 9.86	0.00	\$ -	0.00	0.0%	\$ -
19	STRUCTURE BACKFILL, TYPE 1	65	CYS	\$1.00	\$ 65.00	65.00	\$ 65.00	65.00	100.0%	\$ 65.00
20	GEOGRID, TYPE 1	3430	SYS	\$1.50	\$ 5,145.00	3,638.00	\$ 5,457.00	3,638.00	106.1%	\$ 5,457.00
21	COMPACTED AGGREGATE NO. 53 BASE	1910	TON	\$36.00	\$ 68,760.00	1,662.54	\$ 59,851.44	1,662.54	87.0%	\$ 59,851.44
22	HMA INTERMEDIATE, TYPE B	480	TON	\$92.00	\$ 44,160.00	0.00	\$ -	0.00	0.0%	\$ -
23	HMA SURFACE, TYPE B	240	TON	\$120.00	\$ 28,800.00	0.00	\$ -	0.00	0.0%	\$ -
24	ASPHALT FOR TACK COAT	2580	SYS	\$0.55	\$ 1,419.00	0.00	\$ -	0.00	0.0%	\$ -
25	PLANT, DECIDUOUS TREE, 3.5 IN (UNDISTRIBUTED)	3	EACH	\$770.00	\$ 2,310.00	0.00	\$ -	0.00	0.0%	\$ -
26	TURF REINFORCEMENT MAT (UNDISTRIBUTED)	110	SYS	\$12.20	\$ 1,342.00	0.00	\$ -	0.00	0.0%	\$ -
27	RESTORATION (MULCHED SEEDING TYPE U, 4 IN TOPSOIL, EROSION CONTROL BLANKET)	3710	SYS	\$9.86	\$ 36,580.60	0.00	\$ -	0.00	0.0%	\$ -
28	CURB AND GUTTER, CONCRETE, ROLL CURB	3032	LFT	\$22.00	\$ 66,704.00	550.00	\$ 12,100.00	550.00	18.1%	\$ 12,100.00
29	CONCRETE CURB AND GUTTER, 6" X 6"	122	LFT	\$30.00	\$ 3,660.00	0.00	\$ -	0.00	0.0%	\$ -
30	CURB TURNOUT, CONCRETE	1	EACH	\$1,250.00	\$ 1,250.00	0.00	\$ -	0.00	0.0%	\$ -
31	PCCP SHOULDER, 9 IN	670	LFT	\$35.00	\$ 23,450.00	720.00	\$ 25,200.00	720.00	107.5%	\$ 25,200.00
32	HMA FOR APPROACHES, TYPE B	446	SYS	\$55.00	\$ 24,530.00	0.00	\$ -	0.00	0.0%	\$ -
33	PCCP FOR APPROACHES, 6 IN	51	SYS	\$165.00	\$ 8,415.00	0.00	\$ -	0.00	0.0%	\$ -
34	COMPACTED AGGREGATE FOR APPROACHES, 6 IN	340	TON	\$63.00	\$ 21,420.00	0.00	\$ -	0.00	0.0%	\$ -
35	RIPRAP, REVETMENT	68	SYS	\$70.00	\$ 4,760.00	0.00	\$ -	0.00	0.0%	\$ -
36	MAILBOX ASSEMBLY, SINGLE (UNDISTRIBUTED)	18	EACH	\$550.00	\$ 9,900.00	0.00	\$ -	0.00	0.0%	\$ -
37	SWALE RECONSTRUCTION AND RESTORATION	351	LFT	\$25.00	\$ 8,775.00	0.00	\$ -	0.00	0.0%	\$ -
38	CASTING, FURNISH AND ADJUST TO GRADE (UNDISTRIBUTED)	10	EACH	\$750.00	\$ 7,500.00	0.00	\$ -	0.00	0.0%	\$ -
39	PIPE, TYPE 1, PVC, CIRCULAR, 10 IN	32	LFT	\$115.00	\$ 3,680.00	0.00	\$ -	0.00	0.0%	\$ -
40	PIPE, TYPE 2 PVC, 6 IN, (UNDISTRIBUTED)	150	LFT	\$50.00	\$ 7,500.00	0.00	\$ -	0.00	0.0%	\$ -
41	PIPE, TYPE 2, RCP, CIRCULAR, 12 IN	80	LFT	\$80.00	\$ 6,400.00	75.00	\$ 6,000.00	75.00	93.8%	\$ 6,000.00
42	PIPE, TYPE 2, RCP, CIRCULAR, 15 IN	108	LFT	\$90.00	\$ 9,720.00	74.00	\$ 6,660.00	74.00	68.5%	\$ 6,660.00
43	PIPE, TYPE 2, RCP, CIRCULAR, 18 IN	168	LFT	\$100.00	\$ 16,800.00	162.00	\$ 16,200.00	162.00	96.4%	\$ 16,200.00
44	PIPE, TYPE 2 HDPE, CIRCULAR 15 IN	77	LFT	\$90.00	\$ 6,930.00	75.00	\$ 6,750.00	75.00	97.4%	\$ 6,750.00
45	PIPE END SECTION, PRECAST CONCRETE, 15 IN W/ GRATE	2	EACH	\$2,200.00	\$ 4,400.00	2.00	\$ 4,400.00	2.00	100.0%	\$ 4,400.00
46	PIPE END SECTION, PRECAST CONCRETE, 18 IN W/ GRATE	1	EACH	\$2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	1.00	100.0%	\$ 2,500.00
47	PIPE END SECTION, HDPE, 15 IN, W/ GRATE	1	EACH	\$1,800.00	\$ 1,800.00	1.00	\$ 1,800.00	1.00	100.0%	\$ 1,800.00
48	MANHOLE, TYPE C	5	EACH	\$3,000.00	\$ 15,000.00	4.00	\$ 12,000.00	4.00	80.0%	\$ 12,000.00
49	INLET, TYPE J	3	EACH	\$3,000.00	\$ 9,000.00	3.00	\$ 9,000.00	3.00	100.0%	\$ 9,000.00
50	SANITARY SERVICE CONNECTION, TYPE 1, (UNDISTRIBUTED)	2	EACH	\$2,500.00	\$ 5,000.00	0.00	\$ -	0.00	0.0%	\$ -
51	SANITARY SERVICE CONNECTION, TYPE 2, (UNDISTRIBUTED)	2	EACH	\$3,500.00	\$ 7,000.00	1.00	\$ 3,500.00	1.00	50.0%	\$ 3,500.00
52	TRAFFIC CONTROL	1	LS	\$4,000.00	\$ 4,000.00	0.45	\$ 1,800.00	0.45	45.0%	\$ 1,800.00
TOTAL							\$ 313,334.74		TOTAL	\$ 313,334.74

Awarded Contract Value: \$ 687,726.46
Current Contract Value: \$ 687,726.46
Current Awarded CO Value: \$ -
Projected Total CO's Value: \$ -
Percent Complete (Awarded): 45.56%
Percent Complete (Current): 45.56%

ORIGINAL CONTRACT	\$ 687,726.46
TOTAL CHANGE ORDERS	\$ -
REVISED CONTRACT	\$ 687,726.46
COMPLETED TO DATE	\$ 313,334.74
RETAINAGE	\$ 31,333.47
TOTAL EARNED LESS RETAINAGE	\$ 282,001.27
LESS PREVIOUS REQUESTS	
CURRENT AMOUNT DUE	\$ 282,001.27



Milestone

Progress Billing Detail

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

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



Invoice #: 228713-1
Date: 6/6/2022

Job: SUBDIVISION HIGHLAND IMPROV- CEDAR
LAKE CCMG

Customer No: 13800

From: 4/18/2022

To: 5/27/2022

Payment Terms NET 30

Contract: 228713-

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	34,100.00	1.00	0.700	0.700	LS	34,100.00	23,870.00	23,870.00
2	Construction Engineering	4,000.00	1.00	0.450	0.700	LS	4,000.00	1,800.00	1,800.00
3	Clearing of ROW	12,000.00	1.00	0.450	0.450	LS	12,000.00	5,400.00	5,400.00
5	Concrete Driveway, Remove	1,575.00	35.000	5.000	5.000	SY	45.000	225.00	225.00
6	Pipe, Remove	3,400.00	340.000	340.000	340.000	LF	10.000	3,400.00	3,400.00
8	Concrete Headwall, Remove	2,000.00	2.000	2.000	2.000	EA	1,000.000	2,000.00	2,000.00
9	Rip Rap, Remove	150.00	15.000	15.000	15.000	SY	10.000	150.00	150.00
11	Excavation, Common	62,500.00	1.000	1.000	1.000	LS	62500.00	62,500.00	62,500.00
13	Compacted Agg for Undercut, 2's (Undistributed)	40,500.00	450.000	450.570	450.570	TON	90.000	40,551.30	40,551.30
16	Inlet Protection	1,085.00	7.000	1.000	1.000	EA	155.000	155.00	155.00
19	Structure Backfill, Type 1	65.00	65.000	65.000	65.000	CY	1.000	65.00	65.00
20	Geogrid, Type 1	5,145.00	3,430.000	3,638.000	3,638.000	SY	1.500	5,457.00	5,457.00
21	Compacted Aggregate 53's Base	68,760.00	1,910.000	1,662.540	1,662.540	TON	36.000	59,851.44	59,851.44
28	Curb & Gutter, Concrete, Roll Curb	66,704.00	3,032.000	550.000	550.000	LF	22.000	12,100.00	12,100.00
31	PCCP Shoulder 9	23,450.00	670.000	720.000	720.000	LF	35.000	25,200.00	25,200.00
41	Pipe, Type 2, RCP, Circular, 12	6,400.00	80.000	75.000	75.000	LF	80.000	6,000.00	6,000.00
42	Pipe, Type 2, RCP, Circular, 15	9,720.00	108.000	74.000	74.000	LF	90.000	6,660.00	6,660.00
43	Pipe, Type 2, RCP, Circular, 18	16,800.00	168.000	162.000	162.000	LF	100.000	16,200.00	16,200.00
44	Pipe, Type 2, HDPE, Circular 15	6,930.00	77.000	75.000	75.000	LF	90.000	6,750.00	6,750.00
45	Pipe End Section, Precast, Concrete, 15 W/Grate	4,400.00	2.000	2.000	2.000	EA	2,200.000	4,400.00	4,400.00
46	Pipe End Section, Precast, Concrete, 18 W/Grate	2,500.00	1.000	1.000	1.000	EA	2,500.000	2,500.00	2,500.00
47	Pipe End Section, HDPE, 15 W/Grate	1,800.00	1.000	1.000	1.000	EA	1,800.000	1,800.00	1,800.00
48	Manhole, Type C	15,000.00	5.000	4.000	4.000	EA	3,000.000	12,000.00	12,000.00
49	Inlet, Type D	9,000.00	3.000	3.000	3.000	EA	3,000.000	9,000.00	9,000.00
51	Sanitary Service Conn., Type 2 (Undistributed)	7,000.00	2.000	1.000	1.000	EA	3,500.000	3,500.00	3,500.00
52	Traffic Control	4,000.00	1.000	0.450	0.450	LS	4,000.00	1,800.00	1,800.00

Original Contract Amount:	687,726.46
Change Orders to Date:	0.00
Current Contract Amount:	687,726.46
Percent Complete:	45.56%

Total Billed This Period To Date:	313,334.74	313,334.74
Less Retainage:	31,333.47	31,333.47
Less Previous Applications:	0.00	0.00
Total Due This Invoice:	282,001.27	282,001.27

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 Highland Subdivision Improvements located at Cedar Lake, Indiana, and does hereby further state:

(PARTIAL WAIVER)

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

\$282,001.27

- ☐ 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:

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

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

Milestone Contractors North, Inc.

Name of Company

Candice Horak

Signature of Authorized Representative

Witness my hand and notarial Seal, this 7th of May, 2022.

Residing in LAKE County, State of Indiana. My commission expires 04/06/2030.

[Signature]

Notary Signature

LISA A. CARPENTER

Printed Notary Name



TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT (hereinafter, the "Agreement"), dated June 10th, 2022, is by and between the TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation (hereinafter "LICENSEE"), and THE LAKE HERITAGE PARKS FOUNDATION, INC., an Indiana Not for Profit Corporation (hereinafter, "LICENSOR"), and for their Temporary License Agreement, state as follows:

RECITALS:

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

WHEREAS, the LICENSEE 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 Cedar Lake Town Council has exhaustively considered and examined ecosystem restoration methods and as a consequence of such exhaustive examination, has arrived at a 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, upstream of real estate owned by LICENSOR, 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, the Town Council has determined that soil removal from the bottom of portions of the Lake by dredge will be the most efficient, cost-effective, and maximally efficient 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 water from said removed dredge spoils and materials will be discharged 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 LICENSEE owned property, which route will traverse property owned by the LICENSORS; and

WHEREAS, the LICENSEE seeks permission and authorization from LICENSOR to enter upon the real property owned by LICENSOR, as shown and legally described on Exhibit "A", for the purposes of completing the Lake ecosystem restoration project; and

WHEREAS, the LICENSORS seek to convey permission and authorization to LICENSEE to enter upon LICENSORS' real property, as shown on Exhibit "A", for the purposes of completing the Lake ecosystem restoration project as set forth hereinabove.

COVENANTS:

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

1. **Recitals.** The Recitals stated hereinabove are an inherent part of this Agreement and are incorporated as additional Covenants as if fully restated herein. Further, said Recitals shall be used to interpret this Agreement.
2. **License Purpose – Description of Parcel.** The LICENSOR hereby grants to LICENSEE a license to access, occupy and use the Subject Parcels, subject to all terms and conditions of this Agreement, for the purposes of transporting soil and other various materials from the Lake, across the Subject Parcels, to LICENSEE'S property for purposes in furtherance of the Lake ecosystem restoration project.
3. **Limitation to Described Purpose.** The Subject Parcels may be occupied and used by the LICENSEE for the purposes enumerated in Rhetorical Section 2 hereinabove, to perform the anticipated tasks, work, and processes as identified in Exhibit "B".
4. **Non-Assignment.** This Temporary License Agreement shall not be assigned by LICENSORS without the express written approval of the Town, which approval, if agreed upon, shall only be made in conformance with applicable law and Public Meeting action of the governing body of the Town.
5. **Exclusive License.** The LICENSORS shall not enter into any additional License Agreements that impact the Subject Parcels in any manner during the term of this Agreement without the express written approval of the Town, which approval, if agreed upon, shall only be made in conformance with the applicable law and Public

Meeting action of the governing body of the Town. The LICENSORS and/or its assignees may use the property that is the subject of this License for purposes that do not interfere with the LICENSEE's use thereof.

6. Assumption of Risk. LICENSEE enters the Subject Property and performs or causes to be performed such work as referred to above at its own risk, and subject to whatever hazards or conditions may exist on the Property.
7. 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. However, in no event shall this license extend beyond a period of seven (7) years.
8. Permits. LICENSEE shall be responsible for obtaining all necessary building permits, either local or State, prior to commencement of access usage of the Subject Parcels by any of itself or any Invitees, Contractors, or other involved Parties.
9. Modification of License Agreement. Any modification of this Agreement or additional obligation assumed by either of the Parties shall be binding only if evidenced in writing and signed by a duly authorized representative of both LICENSOR and LICENSEE.
10. Notices. All notices given pursuant to any provision of this Agreement shall be in writing and served by electronic mail or by certified mail, return receipt requested, on the Parties at the following addresses:

LICENSEE:

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

LICENSOR:

Lake Heritage Parks Foundation, Inc.

P.O. Box 753
Crown Point, IN 46308

11. As consideration for this license, the LICENSEE shall waive all storm water fees and charges during the term of this License on any properties within the Storm Water District boundaries that are owned by LICENSOR.
12. 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. 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.
13. Operation and Maintenance. The LICENSEE shall be responsible for the operation, maintenance and repair of the slurry pipe and appurtenant equipment.
14. Termination. Upon termination of this Agreement, the LICENSEE shall remove all equipment, piping and material involved in the project and shall return the property to its original condition.
15. Indemnification. The LICENSEE agrees to defend, hold harmless and indemnify the LICENSOR from any and all claims, lawsuits and/or damages arising from the construction and operation of this project unless caused by the negligence of the LICENSOR, including, but not limited to, actions and/or claims for violation of environmental protection laws, rules and/or regulations.
16. 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.
17. 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, after motion duly made and seconded, with a vote of ____ in favor, and ____ opposed, and whereby the Town Council President and Town Clerk-

Treasurer, respectively, were directed to execute and attest the same, and deliver this License Agreement.

18. Corporate Entity Authority. Licensors hereby represent and warrant that the undersigned person or persons executing the License Agreement on behalf of each Licensor to this License Agreement, are duly elected or appointed Members of said entity, and are fully empowered to execute and deliver this License Agreement, and that all necessary entity action for the making of this License Agreement, as required by applicable law, has been taken and done.
19. Governing Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Indiana.
20. 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.
21. 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.
22. 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.
23. 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.

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

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.

LHPF

THE LAKE HERITAGE PARKS FOUNDATION, INC.

By: _____

By: _____

STATE OF INDIANA)

) SS:

COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, on this 10th day of June, 2022, personally appeared Chris Landgrave of the Lake Heritage Parks Foundation, Inc., who acknowledged the execution of the foregoing TEMPORARY LICENSE AGREEMENT as their voluntary act and deed.

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



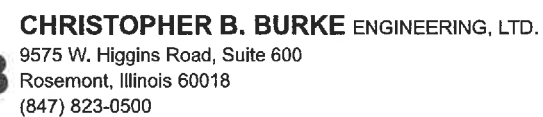
Notary Public

PARCEL 1: Parts of Section 3, Township 33 North, Range 9 West of the Second Principal Meridian and parts of Section 34, Township 34 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, described as follows:

Beginning at the northeast corner of said Section 3; thence south to the southeast corner of the Northeast Quarter of said Section 3; thence west 475 feet, more or less, to the easterly right of way line of the abandoned Chicago, Indianapolis and Louisville Railway; thence southerly, along said easterly right of way line, to the north line of Creston Road (A.K.A. 155th Avenue); thence west, along said north line, to a point 8 feet west of the centerline of said abandoned Chicago, Indianapolis and Louisville Railway, said point being on the easterly line of a 100 foot wide strip of land conveyed to the Chicago, Indianapolis and Louisville Railway in 1948; thence northwesterly, along the easterly line of said 100 foot strip of land, to a point on a line which intersects the west line of said Section 34 at a point 1937.5 feet south of the northwest corner thereof; thence east, along said line, to a point 150 feet west of the centerline of Lauerman Street; thence south 130 feet; thence east 150 feet, to the center line of said Lauerman Street; thence southerly along said centerline, to a point which is 398.13 feet East of the west line of Government Lot 3 in said Section 34; thence Southeasterly on a curved line in the center of said Lauerman Street, 338 feet to a point on the east line of the West Half of said Government Lot 3 in the center of Shady Beach Boulevard (A.K.A. 147th Avenue); thence South 20 feet more or less, to a point on the south line of said Shady Beach Boulevard; thence east to the easterly line of the 60 foot wide right of way of the abandoned Chicago, Indianapolis and Louisville Railway; thence southeasterly along said easterly right of way line to the north line of the Southwest Quarter of the Southeast Quarter of said Section 34; thence east to the northeast corner of said Southwest Quarter of the Southeast Quarter; thence south along the east line of said Southwest Quarter of the Southeast Quarter to a point on the easterly line of the 66 foot wide right of way of the abandoned Chicago, Indianapolis and Louisville Railway; thence southeasterly along said easterly right of way line to the north line of said Section 3; thence east, along said north line to the point of beginning, excepting therefrom the following described tract:

The South 25.00 feet of the North 155.00 feet of the East 120.00 feet of the following described parcel:
Part of the West Half of the Northwest Quarter and a part of Government Lot 2 in Section 34, Township 34 North, Range 9 West of the Second Principal Meridian in Lake County, Indiana described as follows:
Beginning at the southwest corner of the Northwest Quarter of said Section 34; thence north along the west line thereof, 716.6 feet more or less, to a point 1937.5 feet south of the northwest corner of said Section 34; thence east 2941.4 feet more or less, to the centerline of a public highway; thence South along said centerline of the public highway 720 feet more or less, to the center line of the public highway running East and West on the center line of said Section 34; thence west along the center line of said highway to the point of beginning.

PARCEL 2: That part of the Northwest Quarter of the Northeast Quarter of Section 3, Township 33 North, Range 9 West of the Second Principal Meridian lying southwesterly of the southwesterly right of way line of the CSX Transportation Railroad (F.K.A. The Chicago, Indianapolis and Louisville Railway) in Lake County, Indiana.



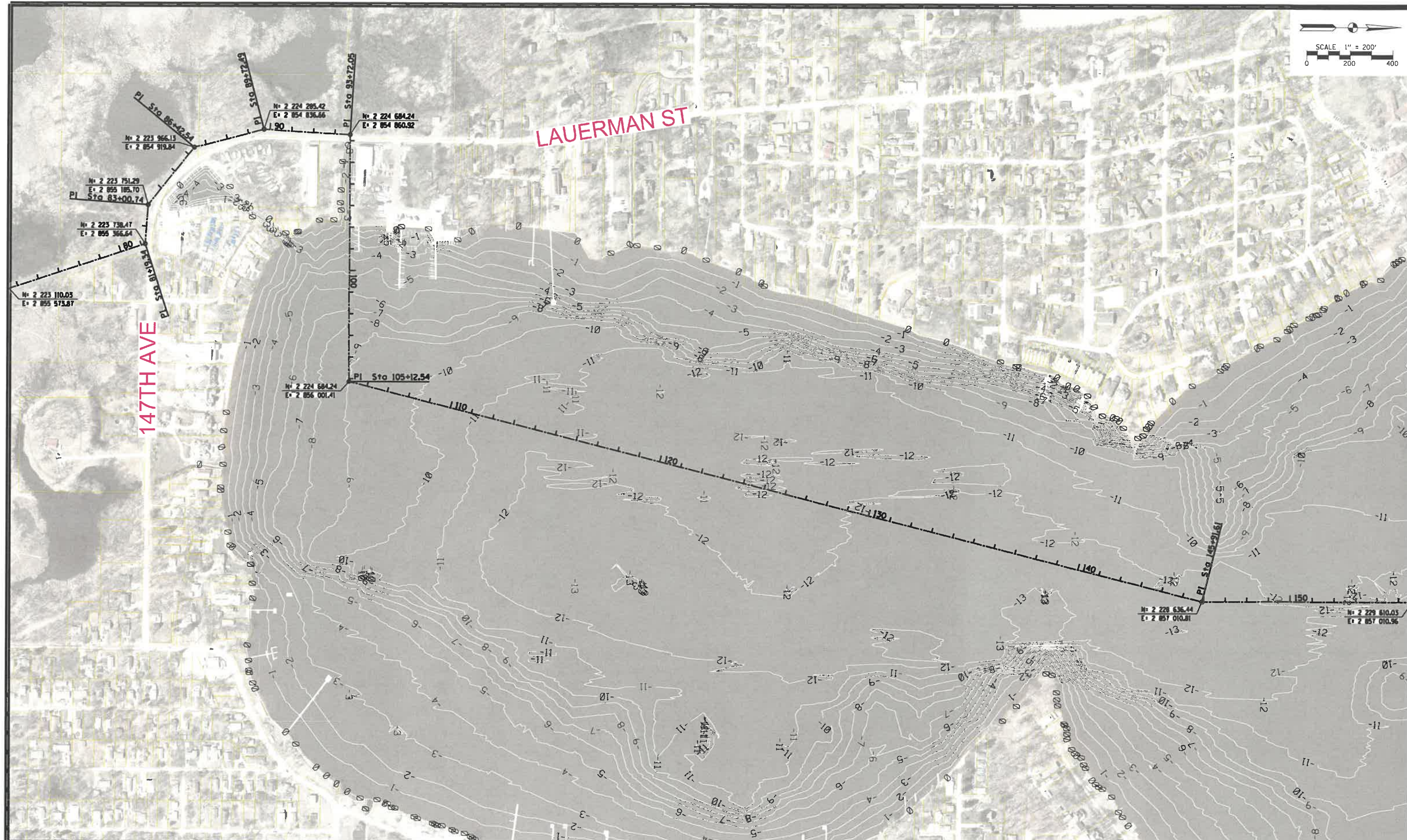
TOWN OF CEDAR LAKE
7408 CONSTITUTION AVENUE
P.O. BOX 707
CEDAR LAKE, IN 46303

					DSGN.	JAL	
					DSN.	PJH	
					CHKD.	LWF	
					SCALE:	400'	
					PLOT DATE:	2/8/2022	
					CAD USER:	3000glo	
				CHKD.	MODEL:	Default	
NO.	DATE	NATURE OF REVISION					
FILE NAME	H:\Cedric\obs\200323\Cr\Sta to Lbm_200323_02.dwt						

1	TITLE

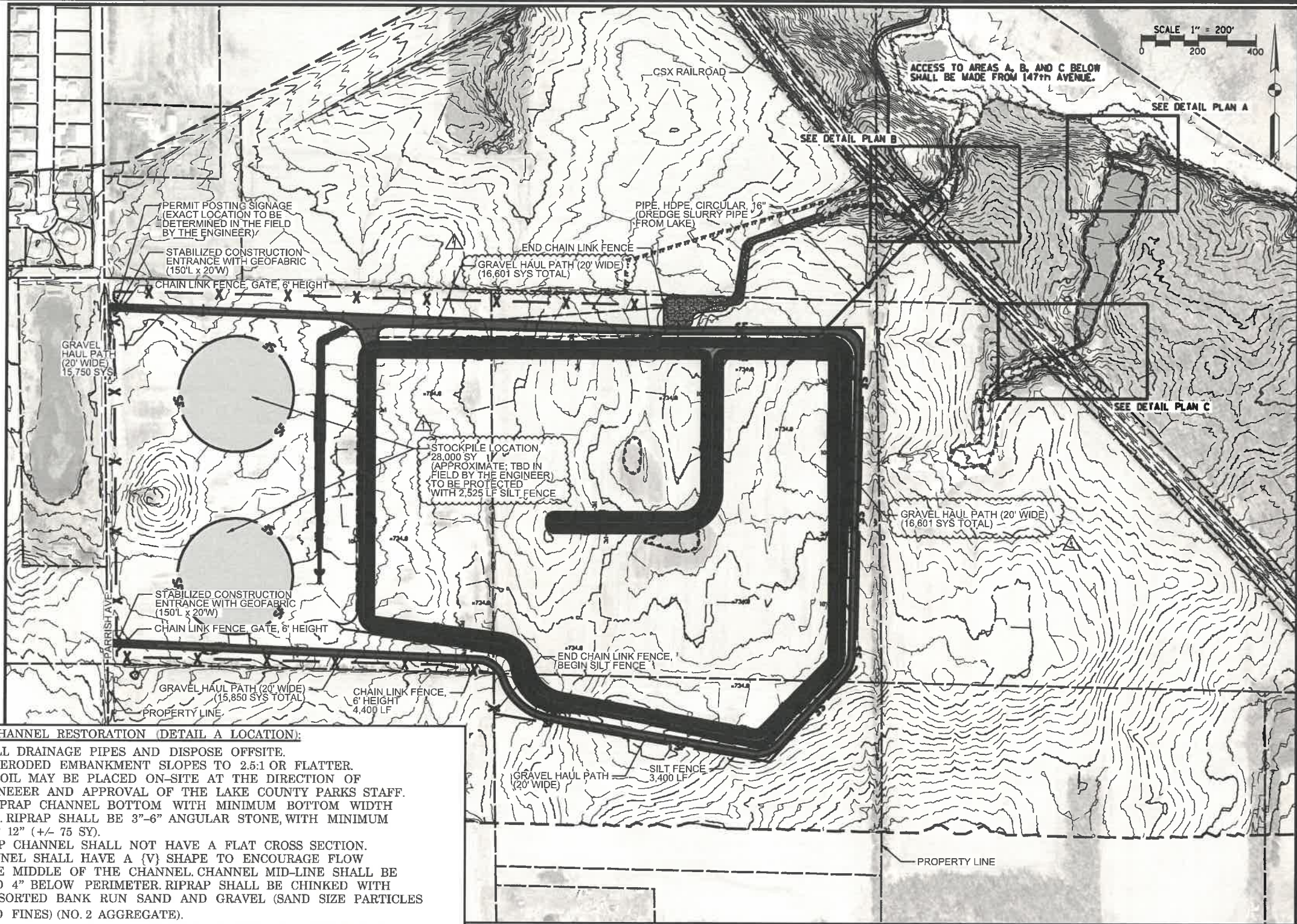
ALIGNMENT LAYOUT PLAN

PROJ. NO. 20-0525
DATE: 2/8/2022
SHEET 7 OF 56
DRAWING NO.



					DSGN.	JAL	
					DTN.	PJN	
					CHRD.	LMF	
					SCALE:		400"
					PLOT DATE:		2/8/2022
					CAD USER:		isaacglo
NO.	DATE	NATURE OF REVISION			CHRD.	MODEL:	De Fout
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ALIGNMENT LAYOUT PLAN

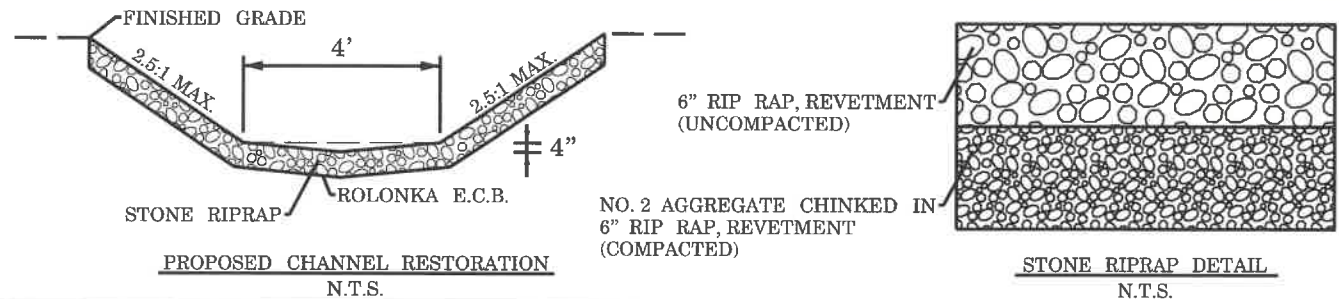


PROPOSED CHANNEL RESTORATION (DETAIL A LOCATION):

1. REMOVE ALL DRAINAGE PIPES AND DISPOSE OFFSITE.
2. 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.
3. 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).
4. 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 1/4" - NO FINES) (NO. 2 AGGREGATE).
5. RIPRAP CHANNEL INVERT ON EAST SIDE, AT WETLAND INTERFACE, SHALL MATCH EXISTING GRADE (APPROXIMATELY 701.8).
6. CHANNEL INVERT ON WEST SIDE SHALL BE 706.6.
7. 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:

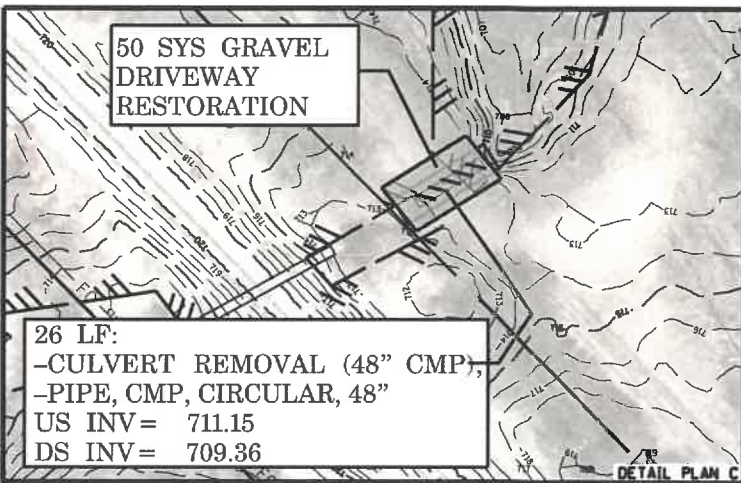
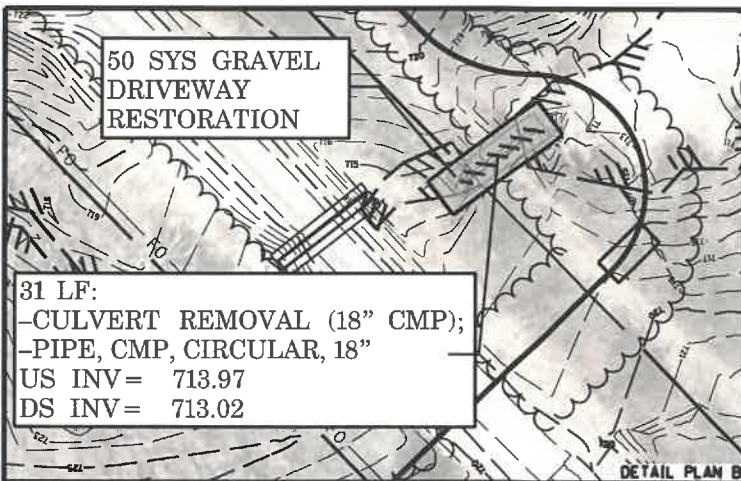
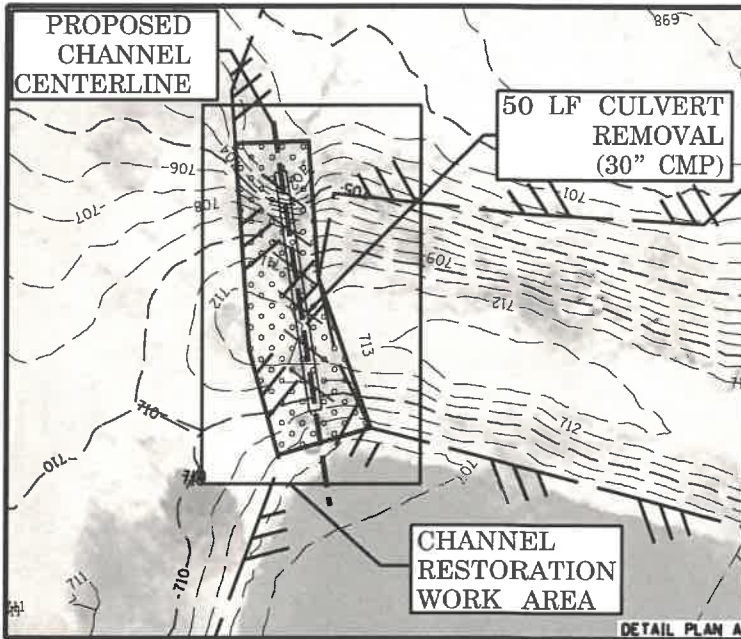
1. FOLLOWING CONSTRUCTION, ALL DISTURBED AREAS SHALL HAVE GRADES RESTORED AND BLENDED TO ORIGINAL CONDITIONS OR TO CREATE POSITIVE DRAINAGE TO THE SATISFACTION OF THE ENGINEER, AND SHALL BE SEEDED AND BLANKETED WITH CARDNO NURSERY - BASIC PRAIRIE NATIVE SEED MIX AND NORTH AMERICAN GREEN S75BN BLANKET (+/- 60 SY EACH).



NATIVE SEEDING (CARDNO BASIC PRAIRIE MIX)
AND NAG S75BN BLANKET

GRAVEL DRIVEWAY RESTORATION

EXISTING SWALE STABILIZATION



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
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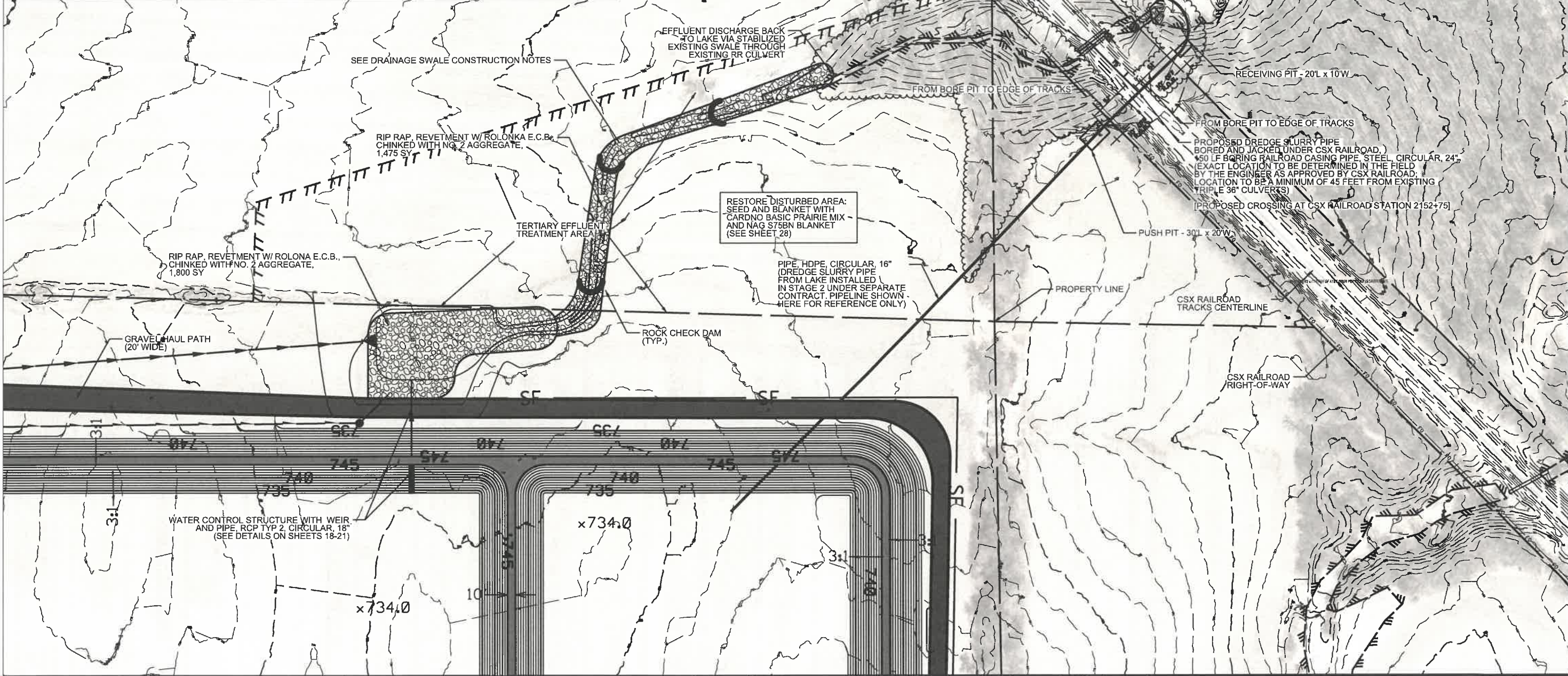
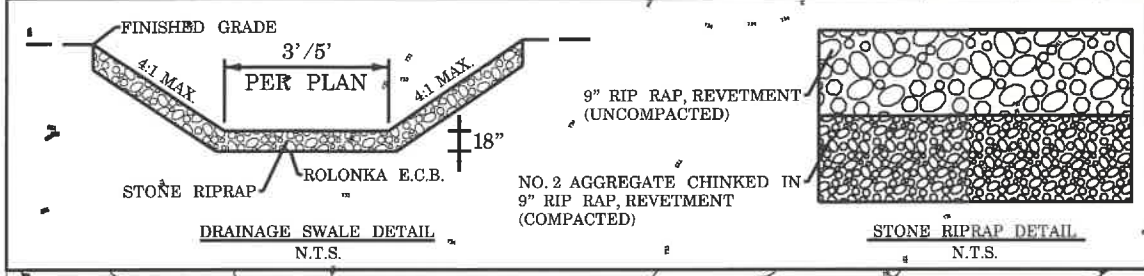
DSGN.	JAL
DRN.	P.J.N.
CHKD.	L.M.F.
SCALE:	400'
PLOT DATE:	2/8/2022
CAD USER:	janoglo
CHKD. MODEL:	Default

TITLE:


**SEDIMENT DEWATERING FACILITY -
PRE-SEDIMENT PLAN**

PROJ. NO. 20-0325
DATE: 2/8/2022
SHEET 23 OF 56
DRAWING NO.

- DRAINAGE SWALE CONSTRUCTION NOTES:**
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.



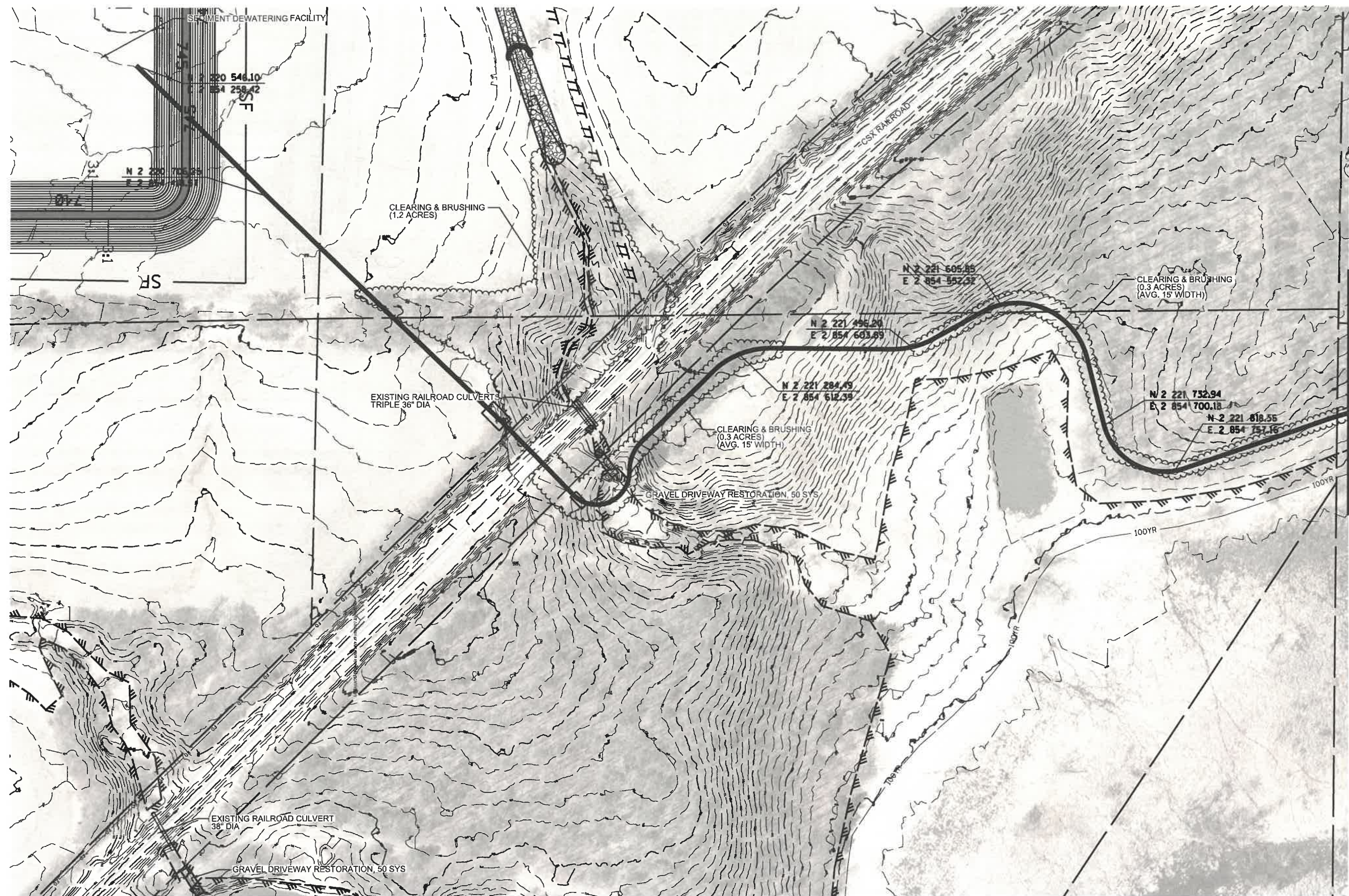
CHRISTOPHER B. BURKE ENGINEERING, LTD.
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Rosemont, Illinois 60018
(847) 823-0500

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

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL	DATE	BY
1	2/8/2022	ISSUED FOR PERMIT	JAL			
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3	2/8/2022	REVISED FOR COMMENTS	LMP			
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TITLE:
SEDIMENT DEWATERING FACILITY - EFFLUENT DISCHARGE AREA

PROJ. NO. 20-0523
DATE: 2/8/2022
SHEET 25 OF 56
DRAWING NO.
25



MATCH LINE A



CLIENT:



					DSGN	JAL	
					DWN.	P-IN	
					CHD.	LWF	
					SCALE:	120'	
					PLOT DATE:	2/8/2022	
					CAO USER:	jjacobs	
NO.	DATE	NATURE OF REVISION			CHD.	MODEL:	Default
FILE NAME: \\fsccs01\cadd\20022\Private\Jobname route-506\20022.dgn							

1	TITLE
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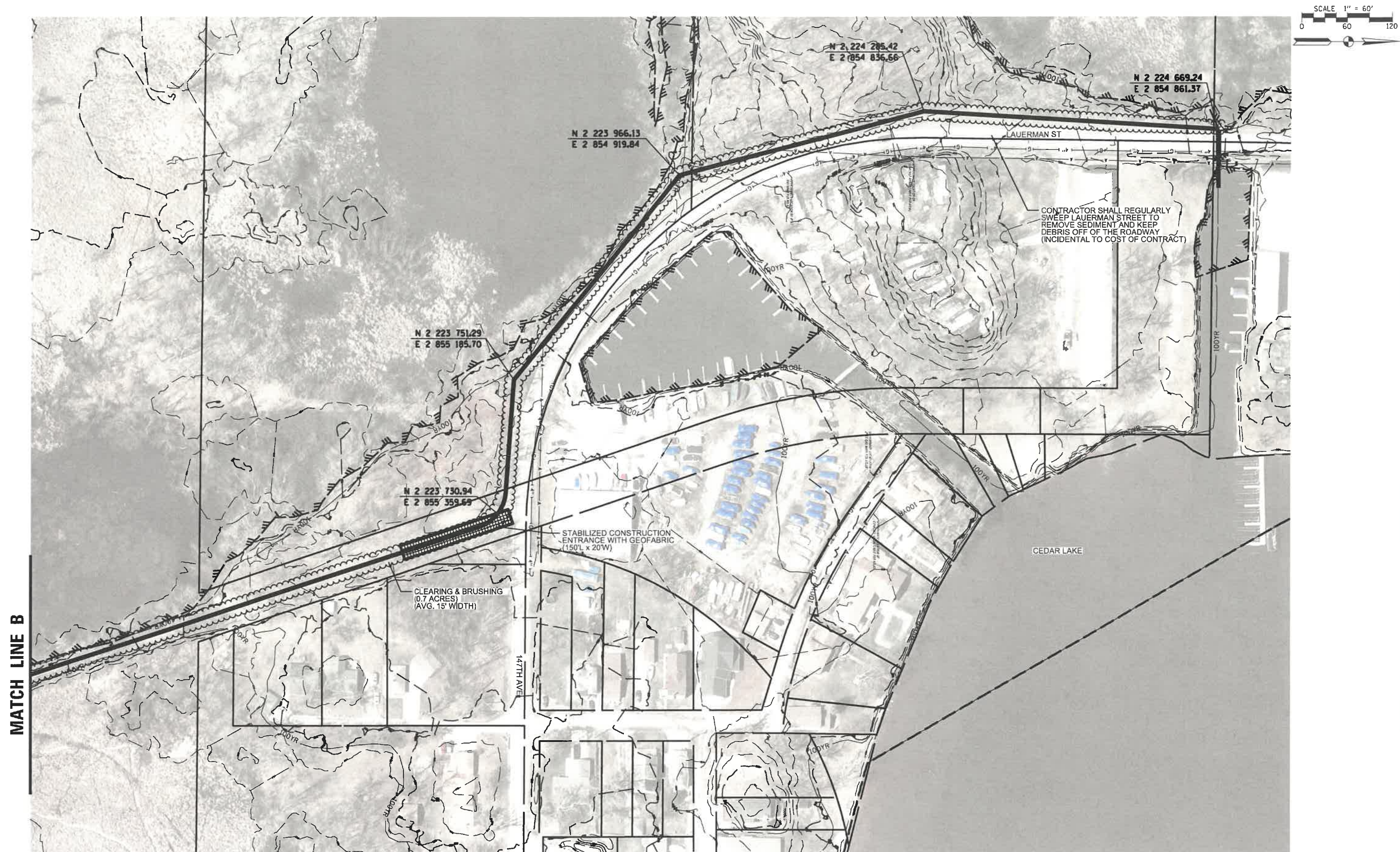
PROJ. NO. 20-0525

DATE: 2/8/2022

SHEET 28 OF 56

DRAWING NO.

28



MATCH LINE B

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Rosemont, Illinois 60018
(847) 823-0500

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

TITLE	
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CEDAR LAKE RESTORATION PROJECT

LAKE HERITAGE PARKS FOUNDATION PROPERTY AND
LAKE COUNTY PARKS AND RECREATION DEPARTMENT

(CBBEL Project No. 200323)

August 30, 2021

Revised December 7, 2021

February 22, 2022 Update based on the current engineering plans

SITE ACCESS AND USE REQUEST

The Town of Cedar Lake, IN is proposing to dredge sediment from Cedar Lake. The dredging will be completed using a barge mounted hydraulic dredge over a agreed 3 or 4-year period. Please note that an additional year may be necessary depending on several factors. The dredge slurry will be pumped to a Sediment Dewatering Facility (SDF) located east of Parrish Road and north of 155th Avenue, west of the CSX railroad tracks. To reach the SDF will require the slurry line to cross the Lake Heritage Parks Foundation property, as described below.

The sediment slurry will be pumped within a maximum 16-inch outside diameter welded HDPE plastic pipe laid across the Lake Heritage Parks Foundation Property (LHFP) to the SDF. The route of the slurry pipe is shown within the *Town of Cedar Lake Stage 1 Sediment Dewatering Facility (SDF) Plan- Bid Set* Dated February 8, 2022, on Sheets 2, 6, 7, 8, 23, 25, 26, 27, 28, 29, and 30. The route of the pipe follows an existing internal gravel road, and to the extent possible existing ATV and foot trails.

As shown on the above referenced engineering plan sheets, the route of the slurry pipe will be from Pine Crest Marina to the west side of Lauerma Street. Then turn south along the west side of Lauerma Street to W. 147th Avenue, and then east to the abandoned railroad embankment located within the LHFP property, south on the RR embankment to a narrow land bridge that connects to an island in the large marsh, across the island to another land bridge to the main upland portion of the park. The pipe will then extend up the hill by a gazebo to the existing internal gravel road. The pipe will then cross the CSX Railroad near the Huseman Property (3 X 36-inch corrugated metal culverts) within a new pipe that will be bored through the RR embankment. A permit from the CSX Railroad for the new pipe has been issued.

Within the LHFP property brush clearing and minor tree removal will be necessary to clear the path for the slurry pipe and equipment (trucks/ATV's) to lay and maintain the pipe. We anticipate the width of the clearing to be 15 feet. There will be two wetland crossings to access the east and west side of the island within the large onsite wetland (See Sheet 28). At the crossing locations, there exists narrow land bridges. The east land bridge is very narrow, averaging about 4 feet wide. The west crossing is



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approximately 10 feet wide. Because the crossings are narrow, timber matting will be installed to allow vehicle access onto and across the island.

Brush clearing will also occur along the gravel road to allow a clear path for the equipment. The road currently has overhanging vegetation. The clearing would only be that required to allow trucks/equipment to travel the road without vegetation hitting the vehicles/equipment.

We anticipate that one or two booster pumps will be needed to move the slurry to the SDF. The first booster pump would be located adjacent to the internal gravel road near the railroad crossing location to lift the slurry up to the SDF. A second booster, if needed, would be on or near the abandoned railroad tracks (it is more likely that this booster will be on marina property). Booster pumps typically are spaced about 1-mile apart.

Once slurry is pumped into the SDF settling and dewatering of the sediment starts. Water that is drained out of the SDF must meet strict IDEM standards. The water must be nearly clear before discharging from the project site. Water that leaves the site will drain through an armored drainageway under the railroad tracks and into LHPF property. The water will then slowly drain northeast across the large wetland complex back to Cedar Lake.

The slurry pipe will remain on site for the duration of the project. Ramping over the pipe can be provided, if needed. However, if the LHPF desires portions of pipe to be removed each year, that requirement can be added to the specifications, though this would result in an additional cost to Cedar Lake and is not a desirable scenario.

To mitigate the impacts of the project on the LHPF property, the following are agreed:

1. The culvert(s) that will drain the return water on LHPF property will be replaced, in kind, as they are beyond their functional life.
2. The outlet of the pond on the LHPF will be stabilized. The existing failed outfall, metal pipe, and appurtenances will be removed and disposed of offsite. The eroded embankment of the failed dam will be laid back, stabilized, seeded, and blanketed. The excavated sediment will be spoiled on site at a location agreeable to LHPF staff. The channel will be stabilized with riprap to minimize the risk of future erosion and possible head cutting or down cutting.
3. Clearing all woody vegetation on the abandoned railroad embankment, within the work zone to a width of approximately 15 feet.
4. Clearing of all invasive/non-native woody vegetation on the island to allow better future access/use of the area by LHPF.
5. The land bridges to the island will be restored to allow for future access.
6. The existing internal gravel road will be repaired restored, as necessary, during and following construction, by filling ruts and low spots with gravel and grading of the road.



SCHEDULE

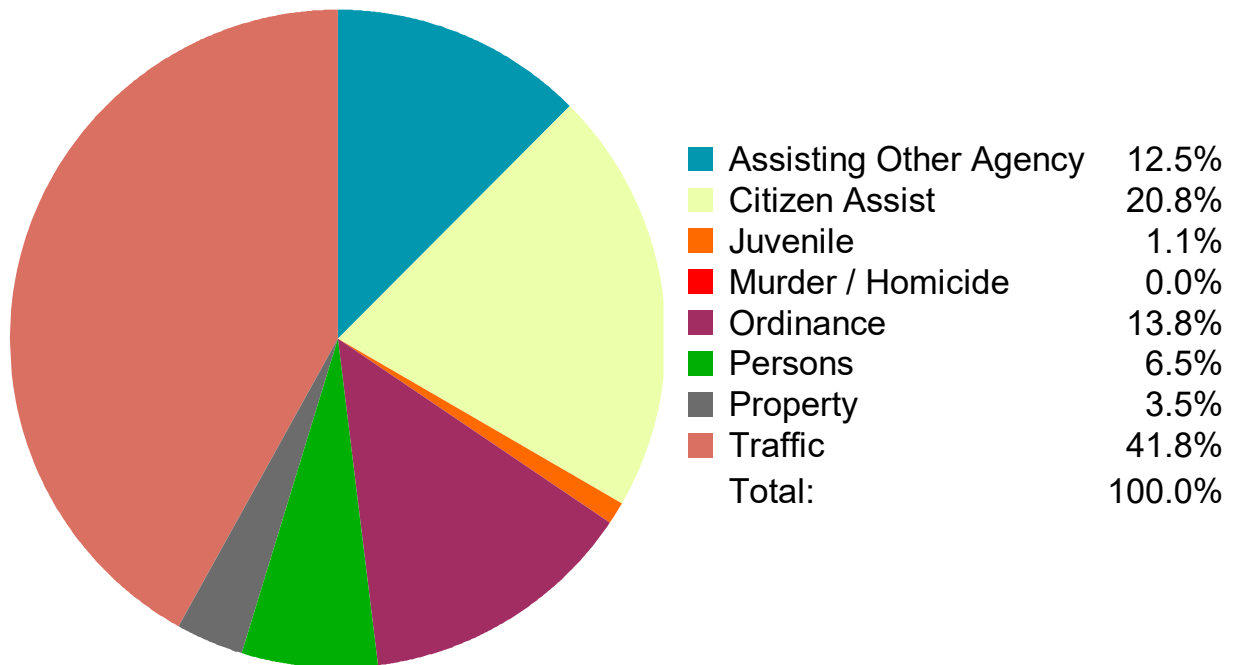
The request for proposals was issued in January 2022. Bids have been received and the Town is currently planning on awarding the contract in March 2022. The contract is for construction of the sediment dewatering facility and the preparation work on the Parks property. The work is planned to begin in April 2022. The initial site work is scheduled to be completed by the end of June within the park. After the initial site work is completed the dredge contractor will begin work.

Dredging and laying of the slurry pipe would not occur until after mid-July when a second contract for that work is awarded and work is given notice to proceed. The work would extend out over a 3- or 4-year period depending on the dredging progress. The Informative Schedule can be found on Sheet 2 of the Town of Cedar Lake Stage 1 Sediment Dewatering Facility (SDF) Plan, dated February 8, 2022, which illustrates the current overall project schedule.

**CEDAR LAKE POLICE DEPARTMENT
INCIDENT AND CALLS FOR SERVICE REPORT
May 2022 and Year-To-Date 2022**

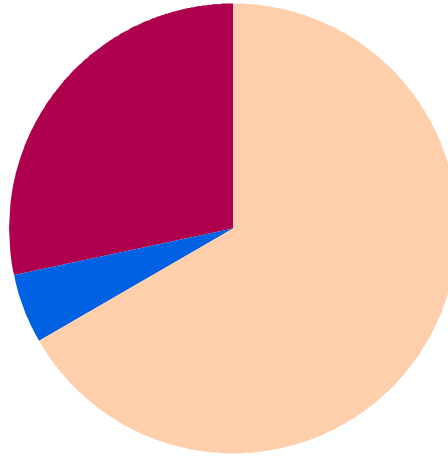
Incident Type	Month Total	Year Total
Incidents Assisting Other Agency (Including Fire and EMS):	151	630
Incidents related to Citizen Assists:	252	1177
Incidents related to Juveniles:	13	41
Incidents related to Murder/Homicide:	0	0
Incidents related to Ordinances:	167	570
Incidents related to Persons:	79	315
Incidents related to Property:	42	130
Incidents related to Traffic:	506	2205
Incidents Not Classified:	0	1

Totals:	1210	5069
Average Daily Calls For Service: 33.79		



CITATION REPORT
May 2022 and Year-To-Date 2022

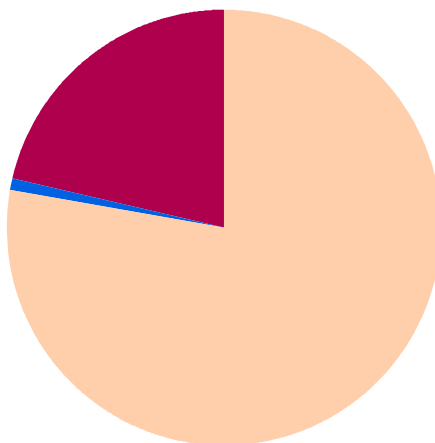
State Violations: 106
Town Traffic Violations: 8
Town Ordinance Violations: 45
Other Violations: 0
Total for May: 159
Year To Date: 739



State Violations	66.7%
Town Traffic Violations	5.0%
Town Ordinance Violations	28.3%
Other Violations	0.0%
Total:	100.0%

WARNING REPORT
May 2022 and Year-To-Date 2022

State Violations: 358
Town Traffic Violations: 4
Town Ordinance Violations: 99
Other Violations: 0
Total for May: 461
Year To Date: 1,695



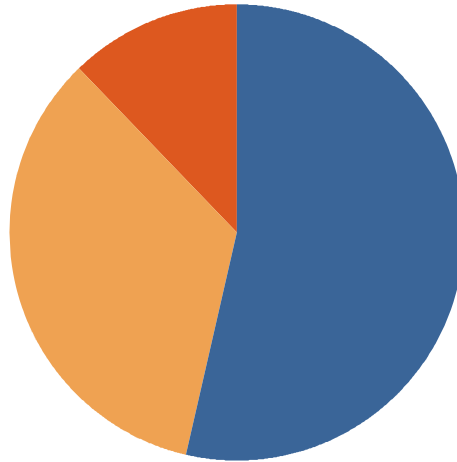
State Violations	77.7%
Town Traffic Violations	0.9%
Town Ordinance Violations	21.5%
Other Violations	0.0%
Total:	100.0%

ARREST REPORT
May 2022 and Year-To-Date 2022

Total Arrests: 23
Total Charges Filed: 41
Misdemeanor: 22
Felony: 14
Infraction: 0
Not Classified /
Warrant: 5

Year-To-Date

Total Arrests: 146
Total Charges Filed: 261

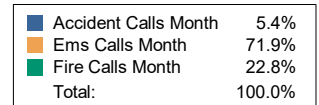
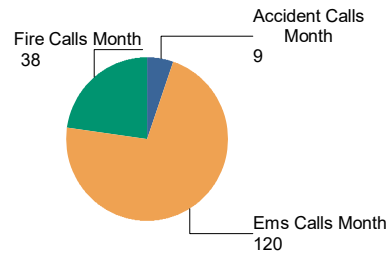
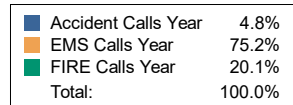
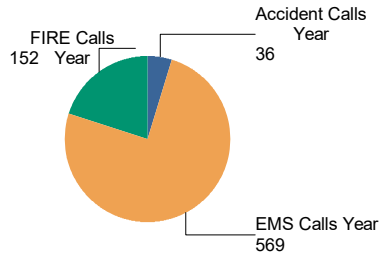


■ Misdemeanor	53.7%
■ Felony	34.1%
■ Infraction	0.0%
■ Not Classified	12.2%
Total:	100.0%

Cedar Lake Fire Department

Monthly Summary Report

1/1/2022 to 5/31/2022



Average Daily Calls for Service: 5.15

Yearly Totals

Agency Assist	2
Death Investgtn	1
Disturbance	1
Dom. Battery	1
Domestic Dist	2
EMS Abdominal	13
EMS Allergic	1
EMS Assault	6
EMS Back Pain	8
EMS Bleeding	12
EMS Breathing	67
EMS Chest Pain	33
EMS Death	6
EMS Diabetic	19
EMS Fall	76
EMS Full Arrest	10
EMS Gunshot	1
EMS Headache	2
EMS Heart Prob	18
EMS Heat / Cold	1
EMS Lift Assist	42
EMS Misc	2
EMS Mutual Aid	5
EMS Overdose	13
EMS Pregnancy	1
EMS Psych	31
EMS Seizure	19
EMS Sick Person	108
EMS Stabbing	1
EMS Standby	2
EMS Stroke	10
EMS Trauma	13
EMS Uncons	29
EMS Unknown	20
FIRE Alarm	35
FIRE Appliance	1
FIRE Assist	4
FIRE Brush	1
FIRE CO Alarm	4
FIRE Dive Rescu	1
FIRE Gas IN	8
FIRE Gas OUT	5
FIRE Hazmat	2
FIRE Inspection	7
FIRE Investigat	2
FIRE Misc	8
FIRE Mutual Aid	15

Monthly Totals

Dom. Battery	1
EMS Abdominal	3
EMS Allergic	1
EMS Assault	3
EMS Back Pain	1
EMS Bleeding	2
EMS Breathing	15
EMS Chest Pain	10
EMS Death	2
EMS Diabetic	4
EMS Fall	14
EMS Full Arrest	1
EMS Heart Prob	3
EMS Lift Assist	5
EMS Misc	1
EMS Mutual Aid	3
EMS Overdose	2
EMS Psych	5
EMS Seizure	4
EMS Sick Person	27
EMS Standby	1
EMS Uncons	7
EMS Unknown	6
FIRE Alarm	7
FIRE Appliance	1
FIRE Assist	1
FIRE Brush	1
FIRE Gas IN	2
FIRE Gas OUT	1
FIRE Inspection	3
FIRE Misc	3
FIRE Mutual Aid	4
FIRE Odor	1
FIRE Outside	1
FIRE Rubbish	2
FIRE Smoke Out	1
FIRE Structure	3
FIRE Utility	4
FIRE Vehicle	1
FIRE Washdown	1
FIRE Water Resc	1
PI Accident	9
Suicidal Subj	2

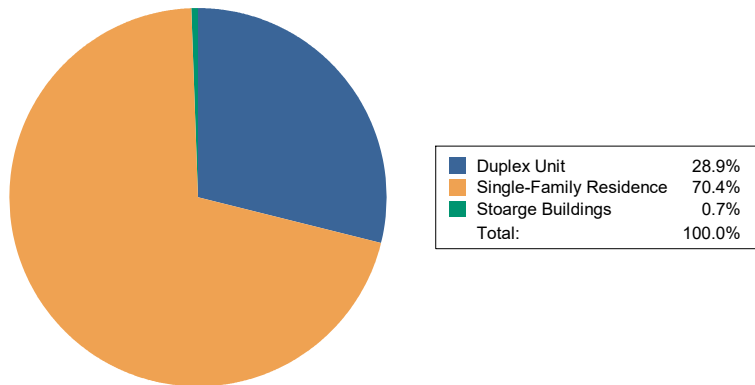
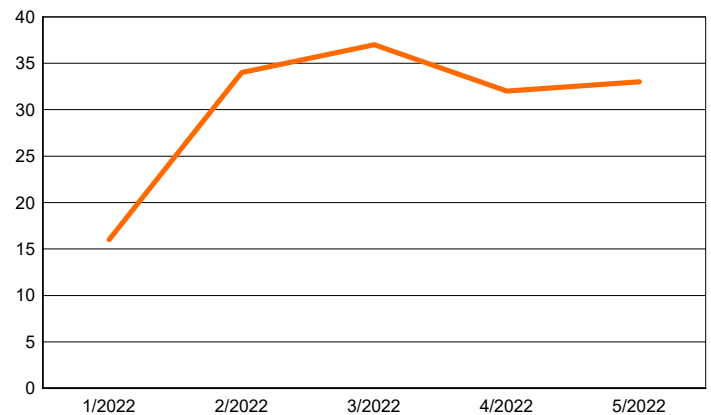
Total for Month: 170

FIRE Odor	3
FIRE Outside	3
FIRE Rubbish	3
FIRE Search	1
FIRE Smoke Odor	1
FIRE Smoke Out	2
FIRE Standby	6
FIRE Structure	17
FIRE Utility	12
FIRE Vehicle	1
FIRE Washdown	1
FIRE Water Resc	9
Open Burning	1
Overdose	2
PI Accident	36
Suicidal Subj	4
Suicide Attempt	2
<hr/>	
Total for Year:	773

Town of Cedar Lake**Office of Building, Zoning, and Planning**

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

Tel (219) 374-7000 - Fax (219) 374-8588

**Report of All New Construction Permits****1/1/2022 to 5/31/2022****Grouped by Month****New Construction Type****Permits by Month****January 2022**Residential New Construction Permits: **16**New Residential Construction Value: **\$3,887,995**New Construction Permits: **16** (2021 - 42)Total Value of Construction for January: **\$3,887,995****February 2022**Residential New Construction Permits: **34**New Residential Construction Value: **\$9,152,245**New Construction Permits: **34*** (2021 - 11)Total Value of Construction for February: **\$9,152,245****March 2022**Residential New Construction Permits: **36**New Residential Construction Value: **\$8,487,980**Commercial New Construction Permits: **1**New Commercial Construction Value: **\$1,186,721**New Construction Permits: **37** (2021 - 45)Total Value of Construction for March: **\$9,674,701****April 2022**Residential New Construction Permits: **32**New Residential Construction Value: **\$7,880,630**New Construction Permits: **32** (2021 - 58)Total Value of Construction for April: **\$7,880,630****May 2022**Residential New Construction Permits: **33**New Residential Construction Value: **\$9,258,039**New Construction Permits: **33*** (2021 - 23)Total Value of Construction for May: **\$9,258,039**

* Record

Town of Cedar Lake

Office of Building, Zoning, and Planning

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

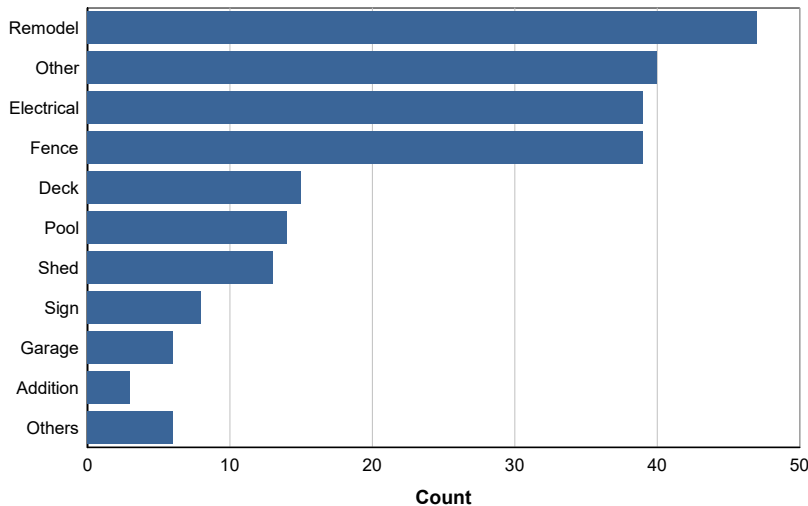
Tel (219) 374-7000 - Fax (219) 374-8588



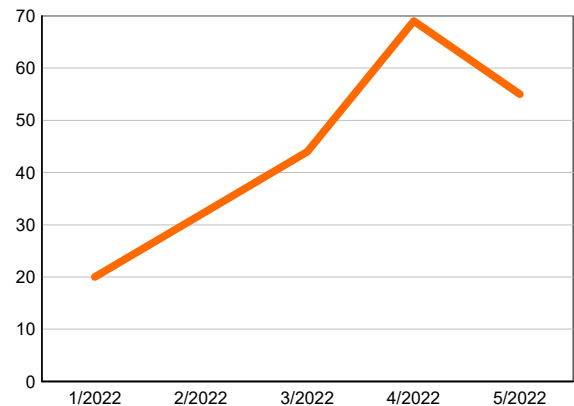
Report of All Other Permits

1/1/2022 to 5/31/2022

Grouped by Month



Permits by Month



January 2022

Other Residential Permits: 17

Other Commercial Permits: 1

Other Open Space Permits: 2

Total of Other Permits: 20

Other Residential Permits Value: \$288,222.00

Other Commercial Permits Value: \$1.00

Other Open Space Permits Value: \$6,500.00

Total Value of All Other Permits: \$294,723

February 2022

Other Residential Permits: 25

Other Commercial Permits: 6

Other Church Permits: 1

Total of Other Permits: 32 * (2021 - 25)

Other Residential Permits Value: \$261,632.00

Other Commercial Permits Value: \$1,262,258.00

Other Church Permits Value: \$150,000.00

Total Value of All Other Permits: \$1,673,890

March 2022

Other Residential Permits: 39

Other Commercial Permits: 3

Other School Permits: 1

Other Industrial Permits: 1

Total of Other Permits: 44 * (2021 - 25)

Other Residential Permits Value: \$455,025.00

Other Commercial Permits Value: \$12,690.00

Other School Permits Value: \$56,310.00

Other Industrial Permits Value: \$20,000.00

Total Value of All Other Permits: \$544,025

April 2022

Other Residential Permits: 61

Other Commercial Permits: 7

Other Municipal Permits: 1

Total of Other Permits: 69 (2021 - 80)

Other Residential Permits Value: \$580,946.00

Other Commercial Permits Value: \$340,873.00

Other Municipal Permits Value: \$4,000.00

Total Value of All Other Permits: \$925,819

May 2022

Other Residential Permits: **46**

Other Commercial Permits: **7**

Other School Permits: **1**

Other Municipal Permits: **1**

Total of Other Permits: **55** (2021 - 71)

Other Residential Permits Value: **\$665,932.00**

Other Commercial Permits Value: **\$1,419,650.00**

Other School Permits Value: **\$15,275.00**

Other Municipal Permits Value: **\$48,000.00**

Total Value of All Other Permtis: **\$2,148,857**

Grand Total of Other Permits: **220**

Grand Total Value of All Other Permits: **\$5,587,314.00**

Total New Construction Permits: **152**

Total Residential New Construction Permits: **151**

Total Commercial New Construction Permits: **1**

Total School New Construction Permits: **0**

Total Value of New Construction: **\$39,853,610**

Total Value of New Residential Construction: **\$38,666,889.00**

Total Value of New Commercial Construction: **\$1,186,721.00**

Total Value of New School Construction:



June 15, 2022

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

Attention: Chris Salatas – Town Manager

Re: Town Engineer Report for June 21, 2022 Town Council Meeting
(CBBEL Project No.: 060015.00001)

Dear Council Members:

This letter summarizes Christopher B. Burke Engineering, LLC (CBBEL) Town Engineer activities for reporting and action (as necessary) for the June 21, 2022 Town Council Meeting. This report covers activities for the period of May 14, 2022 through June 15, 2022.

1) Cedar Lake Dredging and Sediment Dewatering Facility Project

It is our understanding that the Diamond Peak land swap and Huseman easement have been completed. The Lake Heritage Park Foundation (LHPF) has been re-signed and the completed agreement has been provided to Town staff for signatures. The Notice to Proceed was provided to Dyer and contract time started on June 8th.

The bid opening meeting for the Stage 2 dredging contract was held on June 2nd. The bid tabulation letter was provided to Town staff for review.

2) MS4 Coordination

CBBEL staff conducted MS4 training on the topics of Pollution Prevention/Good Housekeeping and Illicit Discharge Detection and Elimination to Public Works staff on May 26th. CBBEL also conducted a Pollution Prevention Facility Inspection of the Public Works Facility on May 9th with a follow-up/re-inspection on June 1st. We assisted Town staff with the IDEM Audit conducted on June 2nd. The audit covered the MS4 program components of Public Education and Outreach (Minimum Control Measure 1), Public Participation and Involvement (MCM 2), Illicit Discharge Detection and Elimination (MCM 3), and Pollution Prevention and Good Housekeeping (MCM 6). This was a comprehensive audit and assessment of 32 individual MS4 program elements. The Town fared very well in the audit and IDEM wrote that Town staff do a good job of documenting work. Three audit follow-up requirements are in progress: 1) update project work activity tracking documents to ensure that completion of work activities is documented; 2) ensure all stored containers/drums have

labels, labels are visible, and containers are in secondary containment; 3) and provide maintenance on the salt barn (replace the roof).

3) NIRPC/State Legislature/INDOT/IDNR Updates

The TIP will include the east phase (Cline Roundabout to Town Hall) of the Lake Shore Drive Corridor project. This project will be included in the 2025-26 TIP, Year 2025 for \$2,189,125 and have an engineering/ROW component programmed into the 2022-26 TIP, Year 2023 for \$110,000. The construction estimate would be an 80/20 cost share. The revised 2022-26 was approved by the full NIRPC commission on April 15, 2021. INDOT issued the Request for Proposals for design of this project, which submittals were due on April 21st for Town review, scoring, and recommendation.

NIRPC summarized how funding from the new Infrastructure Bill will be funneled through the State's MPOs on the January 6th 3PC meeting call. The region is expecting an additional \$18 million to be appropriated through the FY2022 FAST Act legislation. NIRPC will most likely hold a Notice of Funding Availability (NOFA) this fall. The NOFA will have a focus on sidewalks through busy corridors.

4) Other Funding Opportunities

- **IDNR – Division of Outdoor Recreation, Next Level Trails Program:** IDNR – Division of Outdoor Recreation will administer the program in conjunction with INDOT. All non-motorized trail types are eligible, but consideration will be given to multi-use trail types. Eligible costs are trail construction, land acquisition, design and engineering, and basic trail amenities. The grant program requires an 80/20 match with minimum and maximum requests of \$200,000 and \$2 million, respectively. There will be \$10 million available for locally significant projects. More information can be found at <https://www.in.gov/dnr/outdoor/9800.htm>. Based on discussions with NIRPC, it is our understanding that this program will have an additional call later this year.

Appraisals were received from the Vale Appraisal Group on March 31st and American Valuation Appraisal Services in early June for parcels within the proposed the trail corridor. The next step would be to engage the landowners to receive signed letters of intent. The survey proposal with DVG for the 133rd Avenue corridor was executed on May 31st. The schedule is approximately 4 weeks to completion.

- **Community Crossing Grant, 2022-1:** This project is the mill/re-surfacing and striping of 133rd Avenue through the Parrish Avenue intersection, west to the railroad tracks. The project will be bid on June 30th with an anticipated bid opening on June July 19th. This project must be awarded and under contract by August 19th to meet guidelines of the funding.
- **Community Crossing Grant, 2022-2:** The second call of this program will open on July 1st and applications are due by July 29th. We are working with Town staff to identify projects based on available matching funds.
- **Railroad Grade Crossing Fund, INDOT: No Change.** The Town received the executed grant on November 24, 2021 for \$11,400.00. This funding will remove and replace railroad striping throughout Town. TMC was awarded this project and it will

be completed this summer.

- **Community Development Block Grant (CDBG) – Lynnsway:** CBBEL solicited quotes from contractors since no bids were received. The quote tabulation letter was provided to Town staff on June 14th with the lowest responsive and responsible company being H3 Concrete, Inc. at \$63,214.30.
- **Safe Streets and Roads for All:** This is an USDOT funding opportunity advertised in May 2022 that will most likely be administered by State MPOs as discussed at the NIRPC 3PC meeting. The SS4A grant is a product of the new infrastructure bill with applications due on September 15, 2022. This program provides funding for both planning and implementation (construction) of infrastructure and initiatives designed to prevent death and serious injury on roads and streets. More information can be found at <https://www.transportation.gov/grants/SS4A>.

5) Parrish Ave, Vermillion St/Hilltop St, Highland Subdivision (High Grove, Phase 2)

The Parrish Avenue project began on June 8th with the road closure taking effect on June 6th. The storm sewer installation is progressing north from 137th Avenue. All developers in Town have been notified to direct all heavy construction traffic away from this corridor.

Milestone began paving binder asphalt in the Highland Subdivision on June 15th. The first pay application was provided to the Clerk-Treasurer on June 9th. NIPSCO contractor, Michels, has been actively relocating gas main along the Vermillion Avenue curve and will continue for the next 1-2 weeks.

6) Town Street Committee

Below is a summary of ongoing Road Committee related items:

- 2021 HMA Overlay Projects: The final pay application and balancing change order were provided to the Clerk-Treasurer on May 25th. This project has been completed and is closed-out.

7) Redevelopment Commission

CBBEL is completing the following projects for the Redevelopment Commission:

- 133rd Avenue/King Drive Intersection Safety Improvements (DES No. 2000023): *No Change*. CBBEL received notification from INDOT on May 5th stating the project has been submitted to Central Office for close-out pending a deduct payment by Milestone of \$738.40 for a failed emulsion test certification.
- Morse Street Corridor Pedestrian Path: *No Change*. Plan preparation is on-going. Project coordination will be required for the newly acquired Lighthouse well and potential future connections from Lakeside Subdivision.

8) Plan Commission

CBBEL has been completing civil review and coordination activities for the following proposed developments:

- Silver Meadows PUD: *No Change*. CBBEL provided a review letter to the Applicant on February 17th.

- MacArthur Elementary School Expansion: CBBEL provided a letter to the Applicant on June 3rd recommending approval of the preliminary plat and site plan.
- Lakeview Business Park: CBBEL provided a letter to the Applicant on June 10th recommending approval of the final plat. Letter of credit values and inspection fees are summarized in the letter.
- NYBY Commercial Development Preliminary Plat/Site Plan: CBBEL provided a comment letter to the Applicant on May 27th for them to address.
- Dykstra's 1st Addition Preliminary Plat: CBBEL provided a comment letter to the Applicant on June 10th for them to address.
- Development Standards Manual Update: CBBEL has begun updates to the DSM. This work will continue through 2022 in conjunction with the Subdivision Control Ordinance updates.

9) Stormwater Management Board

7513 W. 136th Lane, Woodland Shores: The landowner noted stormwater issues located on his property. The property is located in a low area of 136th Avenue with several small drain tiles servicing the area. It was recommended that the drain tiles and corresponding downstream storm sewer system be televised by Public Works. Depending on these results, CBBEL will prepare an existing conditions hydraulic model of the system utilizing survey from a 2007 roadway capital improvement project to determine existing capacity. **The revised plans and cost estimate were presented to the Storm Board at the June 14th meeting. The project was taken under advisement pending funding.**

9080 W. 129th Place, Woodland Hills Subdivision: It is our understanding that the Town is still reaching out to the western and eastern parcels for this project. CBBEL met with the central parcel owners on June 13th at their property. The homeowners were not interested in granting an easement along the rear portion of their lot. We will relocate proposed storm sewer pipe off their parcel, but assess the project is still viable.

Woods of Cedar Creek: Town staff has reviewed documentation on acquired easements prior to the Phase 1 project being completed. Three residents did not provide access before the Phase 1 project. Two of those parcels are under new ownership and staff will reach out to determine if a Phase 2 project is possible. **It is our understanding that this coordination is still ongoing.**

Lynnsway HDPE Pipe Failure: It is our understanding that the corridor has been fine graded and seeded by Public Works staff.

50/50 Rearyard Drainage Program: CBBEL prepared draft guidelines for the board's review. The purpose of this program would allow for a cost share with the homeowner to install rearyard drainage in older pre-platted subdivisions with little to no existing storm sewer. The cost share would be capped at \$5,000 for the homeowner and costs above this cap would be incurred by the Town. No vote was made at the meeting. **No Change.**

Stormwater Master Plan: CBBEL is preparing a proposal for the completion of a Town-wide Stormwater Master Plan. This plan would include mapping of the Town's entire storm sewer network, identification of system problem areas, hydrologic/hydraulic modeling of specific

areas, public participation meetings, and a final plan report detailing future projects and cost estimates. **This proposal will be presented to the Town later at a later date.**

10) Building Department

CBBEL has been completing site plan and as-builts for individual lots. CBBEL has also been completing on-going development reviews in the following subdivisions/projects: Summer Winds, Summer Winds Plaza, Birchwood Farms, Rose Garden Estates, Ledgestone, Centennial, Centennial Villas/Estates, Beacon Pointe, Beacon East, Beacon West (Phase 5), Lakeside, Hanover Central Middle/Elementary School, Hanover Central High School Athletic Fields, Cedar Lake Storage, People's Bank, Lakeview Business Park, Great Oaks Storage, and Offshore Estates.

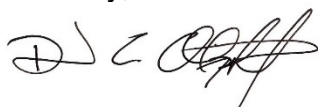
Kiwanis Dog Park: CBBEL has compiled quotes for infrastructure improvements (pavement, sidewalk, striping, etc.) associated with the park. The quote tabulation letter will be provided to Town staff shortly.

Hot-In-Place Asphalt Project (Lake Shore Drive-Morse Street): Warranty repair work was completed by Milestone and TCS in late May due to portions of the roadway and striping not meeting contract specifications. All this work was completed at no cost to the Town. CBBEL will issue a letter of acceptance shortly.

Ordinance Updates: CBBEL will be continuing updates to the Town's Development Standards Manual and Stormwater Ordinances throughout 2022. CBBEL will also update the Town's lighting inventory. CBBEL has been in contact with NIPSCO Electric about acquiring current lighting inventories for the Town. **No Change.**

Thank you for allowing us to provide you with these Town's engineering services. If you have any questions or concerns, please do not hesitate to call.

Sincerely,



Donald C. Oliphant, PE, CFM, CPESC, CPMSM
Civil Engineer

L060015 Council Report 061522.docx

CC: Town Manager
Director of Operations
Building Administrator
Town Attorney

Attachments: Project Status Report
All Projects Schedule

Town of Cedar Lake – Project Status Report

Christopher B. Burke Engineering, LLC

updated 06/15/22

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
060015.00001	Town Council	n/a	Town Council Report for 06/21/22 meeting	Completed	06/15/22
060015.00002	Plan Commission	n/a	Plan Reviews & LOC Inspections	Plan Commission Meetings and Review of Plan Applications. See letter for details.	ongoing
060015.00003	Stormwater Management Board	n/a	Review and reporting concerning agenda action items	Reviewing items as requested and reporting status to Storm Board. See letter for details.	ongoing, as requested
060015.00006	Stormwater Cost of Services Study	n/a	ERU calculation review	Ongoing review of ERU calculations for parcels requested by Town.	ongoing, as requested
200323	Cedar Lake Dredging and Sediment Dewatering Facility Project	n/a	Construction Plans/Construction Observation	<p>It is our understanding that the Diamond Peak land swap and Huseman easement have been completed. The Lake Heritage Park Foundation (LHPF) has been re-signed and the completed agreement has been provided to Town staff for signatures. The Notice to Proceed was provided to Dyer and contract time started on June 8th.</p> <p>The bid opening meeting for the Stage 2 dredging contract was held on June 2nd. The bid tabulation letter was provided to Town staff for review.</p> <p>– see 06/15/22 Council Report for details.</p>	ongoing
090043	MS4 Coordination	\$19,400 (annual)	MS4 Coordination Services & Development SESC	<p>CBBEL staff conducted MS4 training on the topics of Pollution Prevention/Good Housekeeping and Illicit Discharge Detection and Elimination to Public Works staff on May 26th. CBBEL also conducted a Pollution Prevention Facility Inspection of the Public Works Facility on May 9th with a follow-up/re-inspection on June 1st. We assisted Town staff with the IDEM Audit conducted on June 2nd. The audit covered the MS4 program components of Public Education and Outreach (Minimum Control Measure 1), Public Participation and Involvement (MCM 2), Illicit Discharge Detection and Elimination (MCM 3), and Pollution Prevention and Good Housekeeping (MCM 6). This was a comprehensive audit and assessment of 32 individual MS4 program elements. The Town fared very well in the audit and IDEM wrote that Town staff do a good job of documenting work. Three audit follow-up requirements are in progress: 1) update project work activity tracking documents to</p>	ongoing

Town of Cedar Lake – Project Status Report

Christopher B. Burke Engineering, LLC

updated 06/15/22

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
				ensure that completion of work activities is documented; 2) ensure all stored containers/drums have labels, labels are visible, and containers are in secondary containment; 3) and provide maintenance on the salt barn (replace the roof). – see 06/15/22 Council Report for details.	
TBD	Parrish Ave, Vermillion St/Hilltop St, Highland Subdivision	\$238,000	Construction Observation Services	The Parrish Avenue project began on June 8 th with the road closure taking effect on June 6 th . The storm sewer installation is progressing north from 137 th Avenue. All developers in Town have been notified to direct all heavy construction traffic away from this corridor. Milestone began paving binder asphalt in the Highland Subdivision on June 15 th . The first pay application was provided to the Clerk-Treasurer on June 9 th . NIPSCO contractor, Michels, has been actively relocating gas main along the Vermillion Avenue curve and will continue for the next 1-2 weeks. – see 06/15/22 Council Report for details.	ongoing
190146	133 rd Ave/King St	\$49,900	Construction Observation	<i>No Change.</i> CBBEL received notification from INDOT on May 5 th stating the project has been submitted to Central Office for close-out pending a deduct payment by Milestone of \$738.40 for a failed emulsion test certification. – see 06/15/22 Council Report for details.	ongoing

Cedar Lake All Projects' Schedules

	2020												2021												2022													
	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12		
Vermillion/Hilltop and Highland Subdivision																																						
Construction																																						
Parrish Avenue																																						
Construction																																						
Stage 1 - Sediment Dewatering Facility																																						
Construction																																						
Stage 2 - Cedar Lake Dredging (TBD)																																						
Construction																																						