



TOWN COUNCIL PUBLIC MEETING AGENDA

August 2, 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

OATH OF OFFICE

1. Police Department – Alexander S. Powell
2. Fire Department – Mike Cummins

PUBLIC HEARING: Ordinance No. 1422 – Henn Holdings Annexation of Kretz Farm

- a. Review of Legals
- b. Reading of Ordinance No. 1422
- c. Reading of Resolution No. 1311
- d. Remonstrators
- e. Town Council Discussion
- f. Town Council Decision on Ordinance No. 1311

PUBLIC COMMENT *(on agenda items):*

CONSENT AGENDA:

1. **Minutes:** July 5, 2022 and July 19, 2022
2. **Claims:** All Town Funds: \$940,163.51; Wastewater Operating: \$154,595.39; Water Utility: \$53,643.02; Storm Water: \$42,065.77; and Payroll: July 21st and August 1st, 2022: \$262,861.71;

ORDINANCES & RESOLUTIONS:

1. **Ordinance No. 1428** – Salary Ordinance Amendment
2. **Resolution No. 1314** – ARPA Plan Revision

BZA/Plan Commission:

1. Letter of Credit Acceptance for Beacon Pointe East – Unit 4 *(PC Approved Final Plat on 7/20/22.)*

NEW BUSINESS:

1. Police Department Reimbursement Agreement – Powell
2. Fire Department Reimbursement Agreement – Cummins
3. Approval of Paying for Boundary Topography Survey Proposal from Park Impact Fees in the amount of \$16,800
(This was approved contingent upon legal review at the 7-26-22 Park Board Meeting.)

4. Locution Station Alerting Agreement with Chicago Communications, LLC, DBA Miner Electronics
5. Purchase of Public Works Vehicle
6. Acceptance of Permanent Stormwater Drainage Easement - Sadzak

REPORTS:

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

WRITTEN COMMUNICATION:

PUBLIC COMMENT:

ADJOURNMENT:

PRESS SESSION:

NEXT MEETING: Tuesday, August 16, 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.

*** Proof of Publication ***

State of Indiana)
) ss:
Lake County)

Personally appeared before me, a notary public in and for said, county and state, the undersigned Nicole Muscari who, being duly sworn, says that She/he is Legal Clerk of the Northwest Indiana Times newspaper of general circulation printed and published in the English language in the Town of Munster in state and county afore-said, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 1 time(s), the date(s) of publication being as follows:

Jul 14, 2022

TOWN OF CEDAR LAKE Clerk-Treasurer /LEGALS

Jennifer N Sandberg Clerk Treasurer

PO BOX 707

CEDAR LAKE IN 46303

ORDER NUMBER 99015

The undersigned further states that the Northwest Indiana Times newspaper maintains an Internet website, which is located at www.nwi.com website and that a copy of the above referenced printed matter was posted on such website on the date(s) of publication set forth above.

Nicole Muscari, Legal Clerk

By: [Signature]

Subscribed and sworn to before me this 15th day of

July, 2022

Roxanne A Olejnik
Notary Public

My commission expires: 2/1/25

Section: Legals

Category: 198 Legal - Lake County

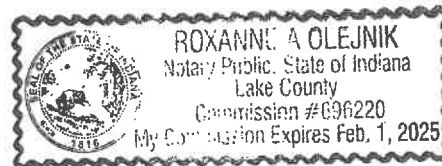
PUBLISHED ON: 07/14/2022

NOTICE OF PUBLIC HEARING
ON ANNEXATION ORDINANCE
NO. 1422

Notice is hereby given that the Town Council of the Town of Cedar Lake, Lake County, Indiana, will consider the Petition for Annexation into the Town of Cedar Lake filed by Henn Holdings, LLC, in a public hearing pertaining to adoption of the Town Fiscal Plan Policy Approved Resolution with accompanying Town Annexation Ordinance No. 1422, on the 2nd day of August, 2022, at 7:00 p.m., at the Cedar Lake Town Hall, located at 7408 Constitution Avenue, Cedar Lake, Indiana 46303. The real property that is the subject of said Annexation Petition, and Public Hearing on same, is legally described as follows: (See attached Legal Description)

Copies of said Petition for Annexation and the proposed Fiscal Plan Resolution and Annexation Ordinance, are on file at the Cedar Lake Clerk-Treasurer's Office located at 7408 Constitution Avenue, Cedar Lake, Indiana 46303, and may be viewed at that Office during regular business hours. All interested parties and remonstrators shall have the opportunity to testify at the public hearing as to the proposed annexation. The public hearing may be continued from time to time as deemed necessary by the Town Council.

TOWN OF CEDAR LAKE, LAKE
COUNTY, INDIANA
/s/Randell C. Niemeyer
Town Council President
7/14 - 99015 HSPAXLP



TOTAL AD COST: 21.10

FILED ON: 7/14/2022

ATTACH COPY OF ADVERTISEMENT HERE

Town of Cedar Lake Clerk-Treasurer
(Governmental Unit)

To: The Times Media Company

Lake County, Indiana

601-45th Avenue, Munster, IN 46321

PUBLISHER'S CLAIM**LINE COUNT**

Display Master (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) -- number of equivalent lines

Head -- number of lines

Body -- number of lines

Tail -- number of lines

Total number of lines in notice

COMPUTATION OF CHARGES

44 lines, 1 column wide equals 44 equivalent lines at .4907 cents per line - 1 line

Additional charges for notices containing rule or tabular work (50 per cent of above amount)

Charge for extra proofs of publication (\$1.00 for each proof in excess of two)

TOTAL AMOUNT OF CLAIM

\$ 21.10\$ 21.00**DATA FOR COMPUTING COST**

Width of single column in picas 9p4

Number of insertions 1

Size of type 7.0 point.

99015

Pursuant to the provisions and penalties of IC 5-11-10-1, I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

I also certify that the printed matter attached hereto is a true copy, of the same column width and type size, which was duly published in said paper (1) times. The dates of publication being as follows:

Jul 14, 2022

Additionally, the statement checked below is true and correct:

..... Newspaper does not have a Web site.

..X.. Newspaper has a Web site and this public notice was posted on the same day as it was published in the newspaper.

..... Newspaper has a Web site, but due to technical problem or error, public notice was posted on

..... Newspaper has a Web site but refuses to post the public notice.

Date Jul 15 2022

Nicole L. Muscar

Title: Legal Clerk

By: [Signature]

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO: 1422

**AN ORDINANCE ANNEXING CERTAIN CONTIGUOUS LAND TO THE
TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AND ALL
MATTERS RELATED THERETO.**

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Council"), has received a Petition for Voluntary Annexation to the Town of Cedar Lake; and

WHEREAS, the Town Council has reviewed the Petition for Annexation to the Town of Cedar Lake for annexation of approximately 46.28 acres of land into the Town; and

WHEREAS, the Town Council seeks to annex certain contiguous territories and property to the Town of Cedar Lake, pursuant to the applicable provisions of I.C. §36-4-3, *et seq.*, as amended from time to time, and more particularly, I.C. §36-4-3-5.1, concerning Voluntary Annexation; and

WHEREAS, the Town Council has deemed it to be necessary and appropriate for the future development of the Town of Cedar Lake that said subject parcels for which annexation is sought be annexed do provide for the continued and coherent planned growth and development of the Town; and

WHEREAS, the Town Council has duly considered said annexation petition and has determined said annexation to be in the best interests of the health, safety and welfare of the Town of Cedar Lake as the annexation of the subject parcel is necessary for the present and future planned coherent growth of the Town; and

WHEREAS, the Town Council has determined that the subject parcel sought to be annexed, well within the prescribed time limits, shall be provided with governmental and proprietary services by the Town in the same manner as those services are provided to areas within the municipal corporate boundaries that have similar topography, patterns of land use, and population density consistent with applicable federal, state and local laws, procedures and planning criteria; and

WHEREAS, the Town Council has established a Fiscal Plan by its approval of Resolution No. _____ evidencing a definite policy showing:

1. The cost estimate of planned services to the subject parcel to be annexed.
2. The methods of financing the planned services.
3. The plan for the organization and extension of the services.
4. The furnishing of services of a non-capital nature, including police protection, fire protection, and street and road maintenance to the territory within one (1) year from the effective date of the annexation, which service shall be in a manner equivalent in standard and scope to those non-capital services provided to areas within the Town

of Cedar Lake.

5. The furnishing of services of a capital nature, including, but not limited to, street construction, street lighting, sewer facilities, water facilities, lighting, and stormwater drainage facilities, in the same manner as is available to other parcels and properties in the vicinity, which services and facilities will be provided at the cost of the Petitioner, to the annexed territory within three (3) years after the effective date of annexation in the manner as those services are provided to areas within the municipal corporate boundaries of the Town.

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

SECTION ONE: That the subject parcel(s) described on the attached Exhibit "A", which are deemed contiguous to the Town of Cedar Lake, be, and the same hereby are annexed to, and made part of, the Town of Cedar Lake, Lake County, Indiana.

SECTION TWO: That subject to the terms and provisions herein, this Annexation Ordinance shall become final thirty (30) days after adoption, filing, recordation and publication thereof, and the effective date of the annexation shall be in conformance with applicable law.

SECTION THREE: That the subject parcel(s), as set forth on the attached Exhibit "A", shall be annexed with a (A) Agricultural District Classification for the parcel and property.

SECTION FOUR: That the parcel of real estate sought to be annexed will be assigned to Ward 3 as a Voting district in the Town of Cedar Lake, Lake County, Indiana, pursuant to the provisions of I.C. §36-4-3-4(g), as amended.

SECTION FIVE: That the Clerk-Treasurer of the Town is hereby directed to cause this Voluntary Annexation Ordinance to be published one (1) time, within thirty (30) days from the date of the adoption of this Ordinance, in conformance with applicable law, as amended from time to time.

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

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

SECTION EIGHT: That this Ordinance shall take effect, and be in full force and effect, from and after its passage and adoption by the Town Council of the Town of Cedar Lake, Lake County, Indiana, and publication in conformance with applicable law, subject expressly upon the conditions precedent set forth herein, as well as in the Petition for Voluntary Annexation and Fiscal Policy approved in this proceeding upon which this Ordinance adoption is premised.

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

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

Randell C. Niemeyer, President

Richard Sharpe, Vice-President

Robert H. Carnahan, Member

John C. Foreman, Member

Ralph Miller, Member

Colleen Schieben, Member

Julie A. Rivera, Member

ATTEST:

Jennifer N. Sandberg, IAMC,
Clerk-Treasurer

ANNEXATION PARCEL DESCRIPTION:

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA LYING WESTERLY OF THE INDIANA HARBOR BELT RAILROAD (FORMERLY NEW YORK CENTRAL RAILROAD) EXCEPTING THEREFROM THE SOUTH 250 FEET OF THE WEST 210 FEET; ALSO EXCEPTING A PARCEL OF LAND DESCRIBED TO THOMAS M. KRETZ AND TONY D. KRETZ IN DOCUMENT NUMBER 2017-055775, RECORDED ON AUGUST 21, 2017 IN THE OFFICE OF THE RECORDER OF SAID COUNTY, SAID KRETZ PARCEL DESCRIPTION APPEARS IN SAID DOCUMENT AS FOLLOWS: PART OF PARCEL PIN: 45-15-28-376-002.000-013 CONVEYED TO TRICIA KRETZ ON JULY 6, 2017, (HEREINAFTER "PARCEL 376-002"); COMMENCING AT THE SOUTHWEST CORNER OF PARCEL PIN: 45-15-28-376-003.000-013 CONVEYED TO TRICIA KRETZ ON JUNE 22, 2017, (HEREINAFTER "PARCEL 376-003"); THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, THIRTY FEET (30') TO THE POINT OF BEGINNING IN THE EYELET OF A CIRCULAR DRIVE; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, TWENTY FEET (20') TO A POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, THIRTY FEET (30') TO A POINT; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, FORTY FEET (40') TO A POINT; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, FORTY FEET (40') TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, THIRTY FEET (30') TO A POINT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST TO THE POINT OF BEGINNING, IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, CONTAINING APPROXIMATELY 2,000 SQUARE FEET, PARCEL LESS EXCEPTIONS CONTAINING 46.28 ACRES MORE OR LESS.

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

RESOLUTION NO. 1311

**A RESOLUTION OF THE CEDAR LAKE TOWN COUNCIL TO
APPROVE A FISCAL PLAN AND POLICY FOR PROPOSED
ANNEXATION OF A PARCEL OF REAL PROPERTY TO THE TOWN
OF CEDAR LAKE, LAKE COUNTY, INDIANA, AND ALL MATTERS
RELATED THERETO.**

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Council"), is the duly elected legislative body of the Town of Cedar Lake, a unit of local government; and

WHEREAS, the Town Council has received a "Petition to be Annexed" from One Hundred percent (100%) of the landowners of certain contiguous territory to the existing municipal boundaries, as required by the applicable provisions of I.C. §36-4-3-5.1, as amended from time to time; and

WHEREAS, the Town Council has reviewed said "Petition to be Annexed", and is advised that it satisfies the requirements of the provisions of I.C. §36-4-3-5.1, as amended from time to time; and

WHEREAS, the referenced "Petition to be Annexed" seeks the annexation of approximately 46.28 acres, more or less, to the Town of Cedar Lake, Lake County, Indiana, as part of a specific planned business and commercial development project; and

WHEREAS, the Town Council has determined that the Town is capable of providing all necessary and customary municipal services to the territory and parcel of real property being requested for annexation; and

WHEREAS, the Town Council has prepared a Fiscal Plan and Policy for the proposed territory under consideration, which said Fiscal Plan is attached hereto as "Exhibit A".

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

SECTION ONE: That the Town Council of the Town of Cedar Lake, Lake County, Indiana, hereby adopts the Fiscal Plan for the Proposed Town of Cedar Lake Annexation, marked and attached hereto as "Exhibit A", as part of the annexation of the subject territory and parcel of real property into the Town of Cedar Lake, as petitioned for by the Petitioner therefore (that said Petition is attached hereto as Exhibit "B")

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

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

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

Randell C. Niemeyer, President

Richard Sharpe, Vice-President

Robert H. Carnahan, Councilmember

John C. Foreman, Councilmember

Colleen Schieben, Councilmember

Ralph Miller, Councilmember

Julie A. Rivera, Councilmember

ATTEST:

Jennifer N. Sandberg, IAMC
Clerk-Treasurer

**A FISCAL PLAN FOR THE ORGANIZATION AND EXTENSION OF
SERVICES FOR A PROPOSED ANNEXATION TO THE TOWN OF
CEDAR LAKE**

This document is the written Fiscal Plan that establishes a definite policy for the provision of municipal services to the following described parcel of real property (hereinafter, the "subject parcel") being proposed for annexation:

(See attached Exhibit "B")

Once this Fiscal Plan is adopted by Resolution, and an Annexation Ordinance is adopted by the Town Council of the Town of Cedar Lake, Lake County, Indiana, this Fiscal Plan shall serve as the official document regarding fiscal planning for the above-described subject parcel to be annexed. At the time the annexation becomes effective, all Departments of the Town of Cedar Lake would modify their respective jurisdictions and activities accordingly in order to implement this Fiscal Plan.

Police and fire protection, emergency medical services, solid waste collection, and traffic control will be provided for the health and safety of the area to be annexed. Patrons, Occupants, Users, and all individuals utilizing the area to be annexed will be provided such services at the standard and customary Town levels upon annexation. All other non-capital services, such as street maintenance, and all administrative functions of the Town, will be provided upon annexation and in the same manner as similar areas are normally provided for similar properties and uses within the Town of Cedar Lake. As indicated elsewhere in this Fiscal Plan, facilities of a capital nature are and may be anticipated for park, recreation or other similar services required by applicable Town Ordinances, as planning and approval for the anticipated use of the subject parcel to be annexed occurs.

The supporting documentation indicates the projected cost of providing these services will occur as the subject parcel develops. When the area is fully developed, it is anticipated that the revenues from the property taxes collected from the owners of properties benefited by the business and commercial usage of said subject parcel will exceed the costs incurred by the Town to provide such services.

In accordance with I.C. §36-4-3-13(d), *et seq.*, as amended from time to time, the Town of Cedar Lake, Lake County, Indiana, shall be provided and receive from the Owner and Petitioner the cost estimates and methods of financing the services planned for the annexed area, which estimated costs shall be itemized for each municipal department. The Town of Cedar Lake shall implement and provide the planned services of a noncapital nature, including police protection, fire protection, street and road maintenance, and other noncapital services normally provided within the Town municipal corporate boundaries, within one (1) year after the effective date of annexation, and that said services will be provided in a manner equivalent in standards and scope to those noncapital services provided to all other areas within the Town municipal corporate boundaries regardless of similar topography, patterns of land use, and population

density. Furthermore, services of a capital nature, including street construction, street lighting, sewer facilities, water facilities, and stormwater drainage facilities, will be provided by the Owner and Petitioner within three (3) years after the effective date of the annexation in the same manner as those services are provided to all other areas within the Town municipal corporate boundaries, regardless of similar topography, patterns of land use, and population density, and in a manner consistent with federal, state and local laws, procedures, and planning criteria. **Such capital services will be funded, constructed and/or provided by the Owner and Petitioner in connection with the development of the subject parcel to be annexed and will be provided by the Petitioner and Owner, and not the Town, as set forth hereinabove in this Fiscal Plan.**

PROVISIONS FOR MUNICIPAL SERVICES

The following categories identify the municipal services that are normally provided to properties within the municipal corporate boundaries of the Town of Cedar Lake, Lake County, Indiana. Within each listing is an explanation of the nature of the services as it relates to the proposed annexation and its estimated cost.

1. **Police Protection** – The subject parcel being considered for annexation consists of a land area of approximately 46.28 acres, more or less, and would be easily patrolled by the Town of Cedar Lake Metropolitan Police Department. The addition of this land area would result in some additional roadway, however, existing police patrols will accommodate police protection for this annexed area.

No additional costs will be incurred for police protection of the annexed area.

2. **Fire Protection** – The area is currently being serviced by the Town of Cedar Lake Municipal Fire Department. The present manpower and equipment resources of the Town of Cedar Lake Municipal Fire Department are sufficient to service the additional area to be annexed once development occurs.

3. **Emergency Medical Services** – The area is currently being served by the Town of Cedar Lake Municipal Fire Department. The present manpower and equipment resources of the Cedar Lake Municipal Fire Department for Emergency Medical Services are sufficient to handle any contingencies that may arise in the additional area to be annexed.

4. **Solid Waste Collection** – The Town of Cedar Lake currently provides residential waste collection which is paid for monthly by each user, such as this Petitioner, with their regular municipal utility bill.

5. **Traffic Control** – Traffic control for this area would be under the jurisdiction of the Town of Cedar Lake Metropolitan Police Department. Installation of automatic traffic control signals or other measures are not anticipated at this time. Any such improvements required will be designed, funded, and constructed by the Petitioner herein.

6. Streets and Roads – The proposed annexation would result in additional traffic and roadways for maintenance costs. It is anticipated that the Town of Cedar Lake will cover the maintenance costs for these streets upon construction and acceptance of same. No additional equipment or manpower would be required as a result of this annexation.

7. Street Lights and Signage – No new street lights are anticipated at this time. However, upon development of the real property for the planned business and commercial facilities and improvements, the Owner and Petitioner will install and maintain street lights and signage in accordance with development requirements and standards for the Town of Cedar Lake.

8. Parks – Additional parks or facilities are not anticipated for the subject real property. If required, the Owner and Petitioner will provide such amenities in the planned business and commercial development and parcel project in accordance with the development requirements and standards of the Town.

9. General Administrative Functions – The cost of the general administrative services to be provided to the area to be annexed is insignificant. It is anticipated that the Administrative Staff of the Town of Cedar Lake will handle without difficulty any additional work activities that may result from the annexation.

10. Planning and Building – It is not anticipated that any additional funds will be required to be expended by the Department of Building and Planning for planning activities associated with the area to be annexed. The Building Department will generate permit fees as the project commences development consistent with Town rules, regulations, Ordinances and legal or land use planning and land use appraisal requirements.

11. Water – The Cedar Lake municipal potable water supply will be available to the proposed subject parcel to be annexed. Infrastructure necessary to supply water to the planned development will be constructed and paid for in the course of development construction by the Owner of the subject parcel. Water usage upon development as approved, will be paid for by the Town billing the Owner and/or user directly on a monthly basis.

12. Sanitary Sewers – The Cedar Lake-Lowell Waste Water Treatment Plant has sufficient capacity allotted to the Town of Cedar Lake to service the subject parcel to be annexed. Infrastructure necessary to provide a sanitary sewer connection and wastewater treatment service to the planned business and commercial business development project parcel will be constructed and paid for in the course of development construction by the Owner and Petitioner of the subject business and commercial business development project parcel. Sanitary sewer usage, upon development as approved, will be paid for by the Town billing the Owner and/or user directly on a monthly basis.

13. Storm Water Drainage – Storm water drainage is currently being handled and managed by farm drainage and agriculturally styled infrastructure or systems, as well as adjacent and nearby stormwater infrastructure facilities. Storm sewers and other storm water flow control

measures will be installed during the course of development and paid for by the Owner and Petitioner of the subject business and commercial development project parcel in accordance with the stormwater development regulations for the Town of Cedar Lake.

REVENUES

The total amount of tax revenues payable to the Town of Cedar Lake, once the development project is completed, will increase based on increased and approved amenities and improvements constructed in the subject business and commercial development project parcel. It is acknowledged that there will be property tax revenues generated from the annexation of the subject business and commercial parcel, if approved, by the Town of Cedar Lake

FINANCIAL SUMMARY OF FISCAL IMPACT OF AREA TO BE ANNEXED

The estimated annual costs to service the area by the Town of Cedar Lake will be nominal in relationship to the 2022 (and thereafter) annual budget of the Town of Cedar Lake.

METHOD OF FINANCING PLANNED SERVICES

The noncapital services will be financed by the Town of Cedar Lake's General Fund and provided within the first year of annexation, or as required, depending on the development completion schedule of the subject business and commercial development parcel project and annexed area. The capital services, as required, will be funded by the payment of user taxes as the subject business and commercial development project develops. All costs and expenses of development improvement herein will be the responsibility of the Owner and Petitioner, Henn Holdings, LLC.

HIRING DISPLACED GOVERNMENTAL EMPLOYEES

This annexation will not eliminate any jobs of other employees of other government entities.

EXHIBIT

tabbles®

BANNEXATION PARCEL DESCRIPTION:

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA LYING WESTERLY OF THE INDIANA HARBOR BELT RAILROAD (FORMERLY NEW YORK CENTRAL RAILROAD) EXCEPTING THEREFROM THE SOUTH 250 FEET OF THE WEST 210 FEET; ALSO EXCEPTING A PARCEL OF LAND DESCRIBED TO THOMAS M. KRETZ AND TONY D. KRETZ IN DOCUMENT NUMBER 2017-055775, RECORDED ON AUGUST 21, 2017 IN THE OFFICE OF THE RECORDER OF SAID COUNTY, SAID KRETZ PARCEL DESCRIPTION APPEARS IN SAID DOCUMENT AS FOLLOWS: PART OF PARCEL PIN: 45-15-28-376-002.000-013 CONVEYED TO TRICIA KRETZ ON JULY 6, 2017, (HEREINAFTER "PARCEL 376-002"); COMMENCING AT THE SOUTHWEST CORNER OF PARCEL PIN: 45-15-28-376-003.000-013 CONVEYED TO TRICIA KRETZ ON JUNE 22, 2017, (HEREINAFTER "PARCEL 376-003"); THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, THIRTY FEET (30') TO THE POINT OF BEGINNING IN THE EYELET OF A CIRCULAR DRIVE; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, TWENTY FEET (20') TO A POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, THIRTY FEET (30') TO A POINT; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, FORTY FEET (40') TO A POINT; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, FORTY FEET (40') TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, THIRTY FEET (30') TO A POINT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST TO THE POINT OF BEGINNING, IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, CONTAINING APPROXIMATELY 2,000 SQUARE FEET, PARCEL LESS EXCEPTIONS CONTAINING 46.28 ACRES MORE OR LESS.

EXHIBIT

B

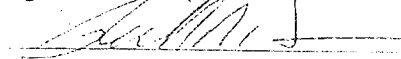
PETITION FOR ANNEXATION INTO THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

Property Owner(s) Information		Petitioner(s) Information (If different than owner.)	
Name(s)	Henn Holdings, LLC	Name(s)	
Mailing Address	13733 Wicker Avenue	Mailing Address	
City, State, Zip	Cedar Lake, IN 46303	City, State, Zip	
Phone	c/o Nathan Vis 219- [REDACTED]	Phone	
Alternate Phone	219- [REDACTED]	Alternate Phone	
Fax	219- [REDACTED]	Fax	

Engineer(s) Information	
Name(s)	DVG
Mailing Address	1155 Troutwine Road
City, State, Zip	Crown Point, IN 46307
Phone	219- [REDACTED]
Alternate Phone	
Fax	219- [REDACTED]

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 and belief and that I (we) have read all the information contained above and that I (we) am/are submitting such facts and figures to the Cedar Lake Plan Commission for the purpose of this request for the above referenced real estate.

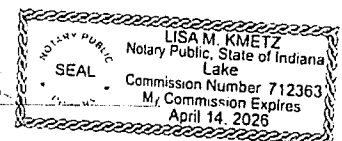
Signature of Owner(s):



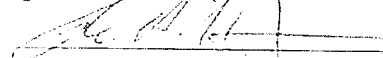
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Subscribed and sworn to before me this 16 day of June 2022

Notary Public
My Commission Expires April 14, 2026



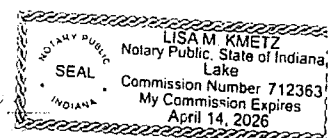
Signature of Petitioner(s)



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Subscribed and sworn to before me this 16 day of June 2022

Notary Public
My Commission Expires April 14, 2026



PREMISES AFFECTED

Common Address: 10702 W. 141st Avenue, Cedar Lake, Indiana 46303

Legal Description:

See attached

Acres: 46.28

City/ Town, State, Zip: Cedar Lake, Indiana 46303

TIF District: Yes / ☒ No

Airspace Zone: No

Flood Zone: No

Present Zoning District: A1

Description:

Attached Ordinance: Yes ☒ No

Use of Premises: Commercial development

Use and Zoning of Adjacent Properties:

North: Recreational

Zoned: R-2

South: Municipal/residential

Zoned: R-2

East: Residential/railroad

Zoned: PUD/16

West: Residential and commercial

Zoned: PUD/R-2

ATTACHMENT A: DETAILED STATEMENTS OF REASONS

What is the purpose for this Annexation Request?

To annex into boundaries of Cedar Lake
and develop Commercial development

What is the Proposed Development for this Property?

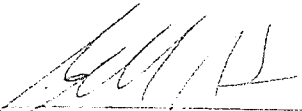
Develop commercial development park

The answers to the following statements will be used to assess the fiscal, economic, and social impact of this annexation to the Town. Please be as thorough as possible in your answers and attach a more detailed response if necessary:

- 1) How many units are proposed for the acreage to be annexed? 25 What will be the density per acre?
- 2) How many square feet of Commercial Structures? 16 acres How many feet of Industrial Structures? TBD
- 3) How many acres of dedicated park land is anticipated? 2 acres, 3 year lease
- 4) How many acres of detention/ retention will be provided? 2.0
- 5) Are the detention/ retention areas the same as the dedicated park lands? Yes
- 6) How many linear feet of new-dedicated roads are anticipated? 3,000
- 7) A Developmental Standards Manual exists for the Town of Cedar Lake placing minimum standards on street widths, curbing, sidewalks, etc. Is the annexation area intended to be a Planned Unit Development or Standard Subdivision? (choose one) ☒ P.U.D. ☐ Standard Subdivision
- 8) Are there unique features contained within the area proposed? (Please explain: items such as historical buildings, archeological sites, unique topography, existing structures, water features, forested areas,

AFFIDAVIT

Comes now Robert Henn, Manager of Henn Holdings, LLC, and does hereby authorize Attorney Nathan D. Vis, of Vis Law, LLC, to act on Henn Holdings, LLC's behalf for the petition for annexation to the Town of Cedar Lake for the property commonly known as 10702 West 141st Avenue, Cedar Lake, Indiana 46303.



Robert Henn

Dated: June 10, 2022

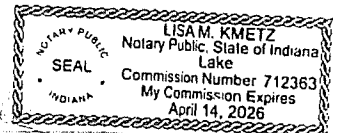
STATE OF INDIANA)
COUNTY OF LAKE) SS:

Before me, the undersigned a Notary Public in and for said County and State, this 10 day of June, 2022, personally appeared **Robert Henn**, the person named above, signed this Affidavit, and acknowledged the execution of it, as the voluntary act and deed of them, for the uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Commission Number: 712363
My commission expires: 4-14-26
Resident of Lake County

Signature Lisa M. Kmetz
Printed Lisa M. Kmetz, Notary Public



August 2, 2022

ALL TOWN FUNDS

\$940,163.51

WASTEWATER OPERATING

\$154,595.39

WATER UTILITY

\$53,643.02

STORM WATER

\$42,065.77

PAYROLL 7/21/22 & 8/1/22

\$262,861.71

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1428

AN ORDINANCE AMENDING TOWN SALARY ORDINANCE NO. 1400 ESTABLISHING JOBS AND SALARIES TO BE PAID CERTAIN OFFICES, POSITIONS, AND JOBS WITHIN THE TOWN OF CEDAR LAKE FOR THE CALENDAR YEAR 2022, AND REPEALING ALL ORDINANCES, OR PARTS THEREOF, IN CONFLICT THEREWITH.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, has reviewed Town **Salary Ordinance No. 1400** establishing jobs and salaries to be paid certain offices, positions, and jobs within the Town of Cedar Lake for the year **2022**; and

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, has been advised that modifications and amendments to Town **Salary Ordinance No. 1400** are necessary and appropriate based upon circumstances reported to the Town Council, and

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, having reviewed the circumstances and considered all recommendations, and being duly advised, now concurs that it is advisable, necessary, appropriate, and in the best interests of the residents of the Town of Cedar Lake, that Town **Salary Ordinance No. 1400** be amended to add/revise job positions, and salaries to be paid to such positions, and all related amendments.

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

SECTION ONE: That the following assignments and compensations be amended and added to the Section entitled Planning, Zoning, & Building and Parks and Recreation in Town Ordinance No. 1400, as amended from time to time, to read and provide as follows:

Planning, Zoning & Building

Planning Secretary, Full-time

Not to Exceed \$16.02 Per Hour

25% GEN/42.5% WW/10% WTR/22.5% SWD

Parks and Recreation

Recreation Coordinator, Full-time

Not to Exceed \$19.00 Per Hour

100% GEN

SECTION TWO: That this amendment shall be for the pay period beginning July 31, 2022.

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

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

**ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF
CEDAR LAKE, LAKE COUNTY, INDIANA, THIS 2nd DAY OF AUGUST, 2022.**

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

Randell C. Niemeyer, President

Richard Sharpe, Vice-President

Robert H. Carnahan, Member

John Foreman, Member

Julie Rivera, Member

Ralph Miller, Member

Colleen Schieben, Member

ATTEST:

Jennifer N. Sandberg, IAMC
Clerk-Treasurer

TOWN OF CEDAR LAKE

EXHIBIT A

SCHEDULE OF 2022 SALARIES AND WAGES

Department	Employee Description	Position Type	Pay Base	2022 Bi- Weekly Maximum	2022 Hourly Maximum	GEN (%)	MVH (%)	LCSW (%)	WW (%)	WTR (%)	SWD (%)	RDC (%)	Parks (%)	Total (%)
Clerk-Treasurer	Clerk-Treasurer	Elected	Salary	\$ 2,115.38		41.0%	0.0%	0.0%	31.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Clerk-Treasurer - IAMC	Elected	Salary	2,307.69		41.0%	0.0%	0.0%	31.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Clerk-Treasurer - CMC	Elected	Salary	2,403.84		41.0%	0.0%	0.0%	31.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Clerk-Treasurer - CPS	Elected	Salary	2,500.00		41.0%	0.0%	0.0%	31.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Clerk-Treasurer - CPM	Elected	Salary	2,596.15		41.0%	0.0%	0.0%	31.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Clerk-Treasurer - MMC	Elected	Salary	2,692.31		41.0%	0.0%	0.0%	31.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Chief Deputy	Full-time	Salary	1,800.00		45.0%	0.0%	0.0%	32.0%	18.0%	5.0%	0.0%	0.0%	100.0%
	Chief Deputy - IAMC	Full-time	Salary	1,875.00		45.0%	0.0%	0.0%	32.0%	18.0%	5.0%	0.0%	0.0%	100.0%
	Chief Deputy - CMC	Full-time	Salary	1,925.00		45.0%	0.0%	0.0%	32.0%	18.0%	5.0%	0.0%	0.0%	100.0%
	Chief Deputy - CPS	Full-time	Salary	1,975.00		45.0%	0.0%	0.0%	32.0%	18.0%	5.0%	0.0%	0.0%	100.0%
	Chief Deputy - CPM	Full-time	Salary	2,000.00		45.0%	0.0%	0.0%	32.0%	18.0%	5.0%	0.0%	0.0%	100.0%
	Deputy Clerk	Full-time	Hourly		\$ 20.00	0.0%	0.0%	0.0%	55.0%	33.0%	12.0%	0.0%	0.0%	100.0%
	Deputy Clerk - IAMC	Full-time	Hourly		21.00	0.0%	0.0%	0.0%	55.0%	33.0%	12.0%	0.0%	0.0%	100.0%
	Deputy Clerk - CMC	Full-time	Hourly		22.50	0.0%	0.0%	0.0%	55.0%	33.0%	12.0%	0.0%	0.0%	100.0%
	Payroll/Benefits Clerk	Full-time	Hourly		18.70	35.0%	0.0%	0.0%	40.0%	20.0%	5.0%	0.0%	0.0%	100.0%
	Town/Utility Billing Clerk	Full-time	Hourly		15.00	18.0%	0.0%	0.0%	40.0%	32.0%	10.0%	0.0%	0.0%	100.0%
	Town/Utility Billing Clerk (PT)	Part-time	Hourly		12.00	18.0%	0.0%	0.0%	40.0%	32.0%	10.0%	0.0%	0.0%	100.0%
	Accounts Payable Clerk	Full-time	Hourly		14.75	42.5%	0.0%	0.0%	35.0%	17.5%	5.0%	0.0%	0.0%	100.0%
	Accounts Payable Clerk (PT)	Part-time	Hourly		14.75	42.5%	0.0%	0.0%	35.0%	17.5%	5.0%	0.0%	0.0%	100.0%
Town Council & Administration														
Town Council & Administration	Town Manager	Full-time	Salary	\$ 4,038.47		30.0%	0.0%	0.0%	40.0%	20.0%	6.0%	4.0%	0.0%	100.0%
	Technology Director	Full-time	Salary	2,652.25		50.0%	0.0%	0.0%	20.0%	15.0%	15.0%	0.0%	0.0%	100.0%
	Administrative Assistant	Full-time	Hourly		\$ 20.00	35.0%	0.0%	0.0%	35.0%	17.5%	7.5%	5.0%	0.0%	100.0%
	Town Council President	Elected	Monthly	---- \$1,151.00	per month ----	25.0%	0.0%	0.0%	25.0%	25.0%	25.0%	0.0%	0.0%	100.0%
	Town Council Member	Elected	Monthly	---- \$1,061.00	per month ----	25.0%	0.0%	0.0%	25.0%	25.0%	25.0%	0.0%	0.0%	100.0%
	Custodian	Full-time	Hourly		17.00	60.0%	0.0%	0.0%	25.0%	0.0%	15.0%	0.0%	0.0%	100.0%
	Custodian (PT)	Part-time	Hourly		13.50	60.0%	0.0%	0.0%	25.0%	0.0%	15.0%	0.0%	0.0%	100.0%
	Utility Account Specialist	Part-time	Hourly		105.00	0.0%	0.0%	0.0%	50.0%	25.0%	25.0%	0.0%	0.0%	100.0%
	Recording Secretary	Full-time	Hourly		17.51	45.0%	0.0%	0.0%	25.0%	0.0%	25.0%	5.0%	0.0%	100.0%
Planning, Zoning & Building														
Planning, Zoning & Building	Planning Director	Full-time	Salary	\$ 2,856.27		25.0%	0.0%	0.0%	42.5%	0.0%	27.5%	5.0%	0.0%	100.0%
	Building Administrator	Full-time	Salary	2,307.69		37.0%	0.0%	0.0%	40.0%	0.0%	23.0%	0.0%	0.0%	100.0%
	Building Coordinator	Full-time	Hourly		\$ 20.00	40.0%	0.0%	0.0%	40.0%	0.0%	20.0%	0.0%	0.0%	100.0%
	Planning Secretary	Full-time	Hourly		16.02	25.0%	0.0%	0.0%	42.5%	0.0%	10.0%	22.5%	0.0%	100.0%
	Building Inspector	Full-time	Hourly		28.85	40.0%	0.0%	0.0%	20.0%	20.0%	20.0%	0.0%	0.0%	100.0%
	On-Call Building Inspector	Part-time	Hourly		20.47	40.0%	0.0%	0.0%	20.0%	20.0%	20.0%	0.0%	0.0%	100.0%
Public Works (Streets, Parks & Utilities)														
Public Works (Streets, Parks & Utilities)	Operations Director	Full-time	Salary	\$ 2,856.27		15.0%	15.0%	0.0%	25.0%	25.0%	20.0%	0.0%	0.0%	100.0%
	Superintendent - PW	Full-time	Hourly		\$ 27.71	0.0%	25.0%	0.0%	27.0%	23.0%	25.0%	0.0%	0.0%	100.0%
	Superintendent - WW	Full-time	Hourly		27.71	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Superintendent - Water	Full-time	Hourly		27.71	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
	Foreman/Technician - WW	Full-time	Hourly		25.15	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Foreman/Technician - Water	Full-time	Hourly		25.15	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
	Foreman - WW	Full-time	Hourly		24.28	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Foreman - Water	Full-time	Hourly		24.28	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
	Crew Leader - PW	Full-time	Hourly		22.56	0.0%	0.0%	0.0%	25.0%	50.0%	25.0%	0.0%	0.0%	100.0%
	Crew Leader - Other	Full-time	Hourly		22.56	----- Dependent on job description -----								N/A
	Mechanic	Full-time	Hourly		21.29	0.0%	25.0%	0.0%	25.0%	25.0%	25.0%	0.0%	0.0%	100.0%
	Crew Worker	Full-time	Hourly		20.89	----- Dependent on job description -----								N/A
	Administrative Assistant	Full-time	Hourly		18.04	0.0%	33.0%	0.0%	23.0%		21.0%	0.0%	0.0%	100.0%

On-Call Duty - A scheduled employee will be paid \$50.00. The employee shall be compensated for a minimum of one (1) hour of work when called in.

Uniform Allowance - Salaried and full-time crew are to receive \$350, payable annually with the last pay of September included with regular pay.

TOWN OF CEDAR LAKE

EXHIBIT A

SCHEDULE OF 2022 SALARIES AND WAGES

Department	Employee Description	Position Type	Pay Base	2022 Bi-Weekly Maximum	2022 Hourly Maximum	GEN (%)	MVH (%)	LCSW (%)	WW (%)	WTR (%)	SWD (%)	RDC (%)	Parks (%)	Total (%)
Parks and Recreation	Open Space Groundskeeper	Part-time	Hourly		\$ 13.00	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Recreation Coordinator	Full-time	Hourly		19.00	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Program Instructor	Part-time	Per class	----- \$50.00	per class -----	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	100.0%
	Rec Aide/Soccer Referee	Part-time	Hourly		11.85	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	100.0%
Boards and Commissions	Board of Safety	Part-time	Per meeting	---- \$106.00	per meeting ----	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	JMOB	Part-time	Per meeting	---- \$106.00	per meeting ----	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Storm Water Management	Part-time	Per meeting	---- \$106.00	per meeting ----	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	100.0%
	Plan Commission	Part-time	Per meeting	---- \$106.00	per meeting ----	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	BZA	Part-time	Per meeting	---- \$106.00	per meeting ----	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	RDC	Part-time	Per meeting	---- \$106.00	per meeting ----	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	100.0%
	Unsafe Building Commission	Part-time	Per meeting	---- \$106.00	per meeting ----	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Park Board	Part-time	Per meeting	---- \$106.00	per meeting ----	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	<i>Boards and commissions are paid per meeting attended, payable semi-annually in July and December.</i>													
Police	Police Chief	Full-time	Salary	\$ 2,856.27		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Deputy Chief	Full-time	Salary	2,806.91		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Commander	Full-time	Salary	2,750.05		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Lieutenant	Full-time	Salary	2,665.88		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Sergeant	Full-time	Salary	2,588.01		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Corporal	Full-time	Salary	2,517.93		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Patrolman First Class	Full-time	Salary	2,459.96		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Patrolman	Full-time	Salary	2,389.01		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Probationary Patrolman	Full-time	Salary	2,312.01		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Code Enforcement Officer	Part-time	Hourly		\$ 20.00	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Administrative Assistant	Full-time	Hourly		21.61	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	FT Clerk	Full-time	Hourly		18.77	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	PT Clerk	Part-time	Hourly		17.90	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Police Officer First Class*	N/A	N/A	2,928.14		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	<i>* Certified to Indiana Public Employees' Retirement Fund, rate is fixed.</i>													
Fire	<i>Police Grants - Full-time officers shall receive 1.5 times their hourly rate of pay in addition to their regular salary for work performed as outlined for each specific grant.</i>													
	<i>Uniform Allowance - Full-time officers are to receive \$1,500 paid semi-annually with the first pays of June and December and included with regular pay.</i>													
	<i>VIPS Stipend for 2022 - \$15 per callout stipend with December through May activity payable first pay July. June through November activity payable first pay in December. Other stipends include \$1,000 for Lieutenant position and \$500 for Sergeant position payable semi-annually on the first pays in July and December.</i>													
	Fire Chief	Full-time	Salary	\$ 2,856.27		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Deputy Chief	Full-time	Salary	2,701.77		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Battalion Chief/EMT	Full-time	Salary	2,393.45		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	EMS Division Chief	Full-time	Salary	2,393.45		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Captain FF/Paramedic	Full-time	Salary	2,376.64		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Firefighter/Paramedic	Full-time	Salary	2,359.82		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Firefighter/EMT	Full-time	Salary	1,818.19		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Probationary Firefighter/Paramedic	Full-time	Salary	1,961.20		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	EMS Billing Clerk	Full-time	Hourly		\$ 17.32	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Firefighter/Paramedic**	Part-time	Hourly		19.44	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Firefighter/EMT	Part-time	Hourly		15.19	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	<i>** 1977 Fire Pension/Disability Fund 1st Class Firefighter Salary equals Paramedic Pay per Resolution No. 1227.</i>													
	<i>Uniform Allowance - Full-time officers are to receive \$350 paid annually with the lasy pay of January and included with regular pay.</i>													

TOWN OF CEDAR LAKE

EXHIBIT A

SCHEDULE OF 2022 SALARIES AND WAGES

Department	Employee Description	Position Type	Pay Base	2022 Bi- Weekly Maximum	2022 Hourly Maximum	GEN (%)	MVH (%)	LCSW (%)	WW (%)	WTR (%)	SWD (%)	RDC (%)	Parks (%)	Total (%)
Volunteer Fire Department														
	Training Officer	Volunteer	Stipend	---- \$1,000.00 annually ----		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Fire Inspector	Volunteer	Stipend	---- \$1,000.00 annually ----		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Deputy Chief	Volunteer	Stipend	---- \$2,000.00 annually ----		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Assistant Chief	Volunteer	Stipend	---- \$750.00 annually ----		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Battalion Chief	Volunteer	Stipend	---- \$500.00 annually ----		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Captain	Volunteer	Stipend	---- \$300.00 annually ----		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Lieutenant	Volunteer	Stipend	---- \$200.00 annually ----		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Car/Clothing Allowance	Volunteer	Stipend	---- \$200.00 annually ----		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Fire Dispatch	Volunteer	Per Call-Out	----- \$15.00 per callout -----		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Training Pay	Volunteer	Per Call-Out	----- \$15.00 per callout -----		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%

*Volunteer fire dispatch and training pay compensation activity from December through May payable in July, June through November activity payable in December.
Stipends are paid semi-annually with the first pay in July and December.*

Notes:

All wages for hourly employees may be lower than stated.

Hourly and bi-weekly rates shown for employees may be rounded.

Distributions may be adjusted beyond percentages shown based on type of work performed and budgetary constraints.

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

RESOLUTION NO. 1314

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE,
LAKE COUNTY, INDIANA, AMENDING THE AMERICAN RESCUE PLAN ACT
PLAN, AND ALL MATTERS RELATED THERETO**

WHEREAS, the Town Council (the “Town Council”) of the Town of Cedar Lake, Lake County, Indiana (the “Town”), has reviewed and considered identifying certain projects described in greater detail in the Town of Cedar Lake, Lake County, Indiana American Rescue Plan Act Plan for 2022-2023 (the “ARPA Plan”) which was approved by the Town Council at its March 15, 2022 meeting, which ARPA Plan may be amended from time to time by the Town Council after its approval (such projects as are included in the ARPA Plan as approved by the Town Council, and as the same is amended from time to time, collectively, the “Project”); and

WHEREAS, the Town has previously created and established the Town of Cedar Lake ARP Coronavirus Local Fiscal Recovery Fund (Fund Number 176) (the “Fund”), into which certain grants received, or to be received, from the Federal government pursuant to Section 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021 (the “ARPA”) have been or will be deposited, for the purpose of paying certain costs incurred by the Town prior to December 31, 2024, as permitted by ARPA and the regulations thereunder, and in accordance with the Town’s ARPA Plan, as approved by the Town Council, and as amended from time to time; and

WHEREAS, the United States Department of Treasury has permitted the Town to elect to be treated as having experienced the full amount of its award under ARPA as “revenue loss” and has provided guidance that the Town, having made such an election may identify any and all portions of the Project within the “provision of government services” eligible use category; and

WHEREAS, identification of the Project within the “provision of government services” eligible use category permits the Town to make use of the streamlined reporting permitted for projects in said eligible use category which will allow the Town to more efficiently make use of the ARPA award to effectuate the ARPA Plan; and

WHEREAS, the Town Council now desires to amend the Town’s ARPA Plan to reflect that the Town will identify the Project in the “provision of government services” eligible use category;

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

SECTION ONE: That the Town Council hereby amends the ARPA Plan of the Town to conform to the proposed plan attached hereto and included herein as Exhibit A.

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

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

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

Randell C. Niemeyer, President

Richard Sharpe, Vice-President

Robert H. Carnahan, Member

John C. Foreman, Member

Julie A. Rivera, Member

Ralph Miller, Member

Colleen Schieben, Member

ATTEST:

Jennifer N. Sandberg, IAMC, Clerk-Treasurer

Exhibit A

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

AMERICAN RESCUE PLAN ACT

PLAN FOR 2022-2023

ADOPTED AS OF _____, 2022

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Overview of Funding

American Rescue Plan Act & Coronavirus State and Local Fiscal Recovery Fund

On March 11, 2021, President Joe Biden signed the American Rescue Plan Act (“ARPA”) into law. Among its many provisions intended to address the COVID-19 pandemic, the ARPA included the Coronavirus Local Fiscal Recovery Fund (“FRF”), intended to provide local governments with funds to respond to the impact of COVID-19. The FRF funds may be used by recipients, including non-entitlement units of local government, for the following four purposes:

1. To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
2. To respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers;
3. For the provision of government services to the extent of the reduction in revenue due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
4. To make necessary investments in water, sewer, or broadband infrastructure.

On January 6, 2022, the United States Department of the Treasury (“Treasury”) issued a Final Rule (“Final Rule” or “Rule”), providing guidance and clarifying the nature and scope of expenses eligible for payment using FRF funds.

Town of Cedar Lake’s Allocated Funding

Congress allocated FRF funds under the ARPA to the several states to distribute to eligible non-entitlement units of local government based on each non-entitlement unit of local government’s population share of the total population of all non-entitlement units of local government in the state. The Town of Cedar Lake, Lake County, Indiana (the “Town”) is a non-entitlement unit of local government for purposes of the FRF. In sum, the FRF provided \$19.53 billion to states for non-entitlement units of local government. The Town has been allocated \$2,976,359.34 in FRF funds. The Town received its first tranche of funds in the amount of \$1,488,179.67 on August 30, 2021, and expects to receive its second tranche in an equal amount in August of 2022. On March 17, 2022 the Town received its portion of unclaimed non-entitlement unit funds in an amount of \$5,633.00 as a supplemental distribution from the State of Indiana. In total the Town’s FRF award is expected to be in the amount of \$2,981,992.34

Town of Cedar Lake ARPA Plan

In accordance with guidance issued by the Indiana State Board of Accounts, the Town has adopted this plan outlining the intended uses, amounts, and justifications for its FRF expenditures. This plan describes how the Town will spend the funds. These numbers are estimates for each category. They may change based on need, COVID conditions and or bids/quotes that come in higher or lower. Likewise, projects may be added and or removed. This plan is to layout a roadmap for the Town Government to utilize these dollars to have the greatest overall impact on Cedar Lake. Input for this plan has been received from community members, business leaders, department heads and elected officials.

Summary of Proposed Uses of Funding

The Town plans to use its FRF funds in the below amounts and permitted eligible use categories, further detailed in the following pages of this plan:

Category	Amount
Responding to the COVID-19 public health emergency and its negative economic impacts	None as of _____, 2022
Providing premium pay to eligible workers	None as of _____, 2022
Provision of government services to extent of reduction in revenue	\$2,835,420
Water, sewer and broadband infrastructure development	None as of _____, 2022

Town of Cedar Lake, Lake County, Indiana ARPA Funding Plan for 2022-2023

A. Proposed Actions to Provide Government Services

1. Water Infrastructure Projects

Proposed Action: The Town plans to provide for the replacement of approximately 8,500 linear feet of 6-inch and 8-in water main in the Utopia Subdivision located in the Town.

Estimated cost: \$2,835,420

Justification: Pursuant to the Final Rule, recipients of FRF funds are permitted to make a one-time election to be treated as having experienced \$10,000,000 or the full amount of the recipient's FRF award, whichever is less, as "revenue loss," meaning, the recipient may expend up to \$10,000,000 or the full amount of the recipient's FRF award on "the provision of government services."¹ Any use identified as an eligible use under the Final Rule regardless of category of eligible use in the Final Rule is eligible under the "revenue loss" category as the "provision of government services."² The above referenced project would be eligible under the sewer, water, and broadband infrastructure eligible use category for FRF funds as the Final Rule implementing the FRF provides that necessary, and therefore eligible, investments in water infrastructure include those projects which would be eligible to receive financial assistance under the Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) administered by the Environmental Protection Agency (EPA).³ Distribution infrastructure in the Utopia Subdivision has reached its end of service life and is experiencing frequent failures, the replacement of service lines is a project that would be eligible for DWSRF financial assistance.⁴

DMS 22115863v3

¹ 31 C.F.R. 35.6(d)(1) (2022); 87 Fed. Reg. 18, 4402-4403, 4408 (January 27, 2022) (to be codified at 31 C.F.R. pt. 35).

² U.S. DEPT. OF TREAS., CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS FINAL RULE: FREQUENTLY ASKED QUESTIONS (2022)

³ 87 Fed. Reg., 4409 (January 27, 2022).

⁴ Drinking Water State Revolving Fund Eligibility Handbook 10 (2017) https://www.epa.gov/sites/default/files/2019-10/documents/dwsrf_eligibility_handbook_june_13_2017_updated_508_versioni.pdf.



Loan Center
9204 Columbia Avenue
Munster, Indiana 46321
219.853.7500

July 25, 2022

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

Gentlemen:

Peoples Bank, at the request of Beacon Pointe of Cedar Lake, LLC, has provided its Irrevocable Letter of Credit No. [REDACTED] (the Credit), for Beacon Pointe East Unit 4, which is attached hereto in the amount Seven Hundred Ninety-Two Thousand Two Hundred Sixty-Six and 90/100 Dollars (\$792,266.90), dated July 25, 2022 in your favor. This will certify that Paul Rodriguez, Vice President, Business Banker, is authorized to provide and execute the attached Irrevocable Letter of Credit, that the signature appearing on said Letter of Credit is authentic, and that the Bank has complied with all banking laws and requirements and other laws in connection with the issuance of such Letter of Credit.

Sincerely,

A handwritten signature in black ink that reads "Gregory Bracco".

Gregory Bracco
Chief Business Banking Officer

Attachment: Letter of Credit No. CL7620LC

GB/ns



Loan Center
9204 Columbia Avenue
Munster, Indiana 46321
219.853.7500

IRREVOCABLE LETTER OF CREDIT No. [REDACTED]

Amount \$792,266.90

Expiration Date: July 25, 2024

Date: July 25, 2022

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

Re: Beacon Pointe East
Unit 4

Gentlemen:

Please be advised that Peoples Bank (Issuer) has established a Seven Hundred Ninety-Two Thousand Two Hundred Sixty-Six and 90/100 Dollars (\$792,266.90) Letter of Credit ("Credit") for Beacon Pointe of Cedar Lake, LLC ("Applicant") for The Town of Cedar Lake, IN, (hereinafter referred to as "Beneficiary"). For information only, we are informed that this Letter of Credit is for the purpose of insuring Applicant's proper construction and installation of the following improvements ("Improvements") in the above-entitled subdivision.

Sanitary Sewer	\$ 223,543.00
Watermain	\$ 288,112.00
Storm Sewer Improvements	\$ 341,223.00
Roadway Improvements	\$ 460,554.01
Detention Pond	<u>\$ 125,000.00</u>
Improvements	\$1,438,432.01
3% Inspection Fee	\$ 43,152.96
(Already installed/inspected)	\$ 718,189.38
Remaining Improvements	\$ 720,242.64
Maximum Reduction (25%)	<u>\$ 359,608.00</u>
Performance LOC (110%)	<u>\$ 792,266.90</u>

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

Page Two
Town of Cedar Lake
July 25, 2022

In the event the Developer defaults in its obligation to construct and install the Improvements mentioned above, and it becomes necessary for the Beneficiary to make such installation or to complete the same, Peoples Bank will pay any sight drafts up to but not exceeding in the aggregate the amount available under this credit, presented to it prior to 12:00 P.M. July 25, 2024.

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

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

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

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

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

Sincerely,

Paul Rodriguez

Paul Rodriguez, VP
Business Banker

PR/ns

EXHIBIT A

FORM OF DEMAND FOR PAYMENT

Date:

Letter of Credit Reference Number:

Issuing Bank:

Applicant:

Peoples Bank
9204 Columbia Avenue
Munster, IN 46321

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

Beneficiary:

Re: Beacon Pointe East Unit 4

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

Expiration Date: July 25, 2024

This Demand for Payment is presented by Town of Cedar Lake, the Beneficiary, under the Credit with reference number CL7620LC (the "**Credit**"), for the amount of \$ _____, which constitutes a full/partial payment of the funds available to the Beneficiary under the Credit.

Under this Demand for Payment, the Beneficiary states that:

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

OR

Under this Demand for Payment, the Beneficiary states that:

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

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

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

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

NAME OF BENEFICIARY'S ACCOUNT

NUMBER OF BENEFICIARY'S ACCOUNT.

TOWN OF CEDAR LAKE

By _____

Name: _____

Title: _____

PEOPLES BANK
9204 Columbia Avenue
Munster, Indiana 46321

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

Accepting the Performance Letter of Credit.

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

TOWN COUNCIL
TOWN OF CEDAR LAKE, INDIANA

By: _____
Randell C. Niemeyer
Town Council President

ATTEST:

Jennifer Sandberg, IAMC
Clerk-Treasurer



July 15, 2022

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

Attention: Plan Commission

Subject: Beacon Pointe East – Unit 4
Final Plat Review #1
(CBBEL Project No. 060016.00165)

Dear Plan Commission Members:

As requested, Christopher B. Burke Engineering, LLC (CBBEL) staff has reviewed the final plat for Beacon Pointe East – Unit 4 located on the north side of 141st Avenue, just east of the CSX Railroad in the Town of Cedar Lake, Indiana. Unit 4 of the subdivision consists of 62 residential lots (77 total units) and one outlot. Engineering documents were submitted by DVG Team, Inc. (DVG) and were reviewed for compliance with the Town of Cedar Lake's (Town) Subdivision Ordinance (No. 498), Zoning Ordinance (No. 496), Lighting Ordinance (No. 1264), Stormwater Ordinance (No. 1218), and associated standard engineering methods.

CBBEL received the following items to review:

- "Beacon Pointe East – Unit 4" Plan Sheet, prepared by DVG, dated July 13, 2022.

CBBEL has reviewed the submitted Final Plat and has no comments.

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 the improvements prior to Final Plat Approval to cover inspection fees. An estimated cost of construction for the Unit 4 portion of the subdivision was prepared by CBBEL. The Developer also submitted proposals with contractors to set some unit costs. The amount is based on the estimate of probable cost for Unit 4 and is \$43,152.96. The estimate of probable cost is attached to this letter.

Also requested, CBBEL staff have reviewed the Unit 4 plans and associated documents for purposes of establishing the required Performance Letter of Credit for the platted portion of the subdivision. After review, the estimate of probable costs for Unit 4 is \$1,438,432.01. CBBEL will eventually base Maintenance Letter of Credit values off this amount. Based on completed portions of this phase, the Performance Letter of Credit should be established at \$792,266.90. Several items have been partially removed from the letter of credit due to outstanding inspections and record drawings.

Shop drawings should be submitted for review for all signage, posts, and lighting prior to installation to verify compliance with the current version of the MUTCD and Town Ordinances. The Developer is also required to pay an MS4 inspection fee of \$2,000 since the development is greater than 5 acres.

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

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

Sincerely,

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

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

Encl: As noted.

cc: Town Manager (via email)
PC Recording Secretary (via email)
Director of Operations (via email)
Building Administrator (via email)
Town Attorney (via email)
Jack Slager, Schilling (via email)
Jack Huls, DVG (via email)

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Town of Cedar Lake
Beacon Pointe East, Unit 4
Recommended Performance Letter of Credit as of 07/15/2022
Subdivision Improvements Included in the 07/22 Final Plat Portion
(CBBEL Project 060015.00017)

Description	Unit	Qty	Unit Price	Cost	Partial Reduction	
Sanitary Sewer Improvments						
48" SMH	EACH	7	\$ 3,250.00	\$ 22,750.00	75%	\$ 17,062.50
8" PVC SDR 26	LF	1738	\$ 43.50	\$ 75,603.00	75%	\$ 56,702.25
6" SAN SVC - Short	EACH	37	\$ 1,250.00	\$ 46,250.00	75%	\$ 34,687.50
6" SAN SVC - Long	EACH	40	\$ 1,750.00	\$ 70,000.00	75%	\$ 52,500.00
Tie-in to Existing SAN	EACH	3	\$ 1,600.00	\$ 4,800.00		
Road Structural Backfill	LF	180	\$ 23.00	\$ 4,140.00		
Sanitary Sewer Subtotal				\$ 223,543.00		
Watermain Improvements						
8" DIP WM	LF	2256	\$ 52.00	\$ 117,312.00	75%	\$ 87,984.00
Fire Hydrant	EACH	6	\$ 5,800.00	\$ 34,800.00	75%	\$ 26,100.00
8" VB	EACH	8	\$ 2,200.00	\$ 17,600.00	75%	\$ 13,200.00
8" Fittings (Bends, Tees, Crosses, etc...)	EACH	8	\$ 600.00	\$ 4,800.00	75%	\$ 3,600.00
1" Service Pipe, Short	EACH	46	\$ 1,100.00	\$ 50,600.00	75%	\$ 37,950.00
1" Service Pipe, Long	EACH	31	\$ 1,800.00	\$ 55,800.00	75%	\$ 41,850.00
Testing and Chlorination	LS	1	\$ 3,000.00	\$ 3,000.00	75%	\$ 2,250.00
Road Structural Backfill	LF	200	\$ 21.00	\$ 4,200.00		
Watermain Subtotal				\$ 288,112.00		
Storm Sewer Improvements						
72" Restrictor MH	EACH	2	\$ 8,500.00	\$ 17,000.00	50%	\$ 8,500.00
72" MH, Type A	EACH	2	\$ 5,000.00	\$ 10,000.00	75%	\$ 7,500.00
60" MH, Type A	EACH	1	\$ 4,200.00	\$ 4,200.00	50%	\$ 2,100.00
60" CB, Type A	EACH	1	\$ 4,500.00	\$ 4,500.00	75%	\$ 3,375.00
48" MH, Type A	EACH	14	\$ 3,300.00	\$ 46,200.00	50%	\$ 23,100.00
48" CB, Type A	EACH	9	\$ 3,600.00	\$ 32,400.00	50%	\$ 16,200.00
30" INL	EACH	15	\$ 2,000.00	\$ 30,000.00	50%	\$ 15,000.00
12" RCP	LF	1654	\$ 26.00	\$ 43,004.00	50%	\$ 21,502.00
15" RCP	LF	1226	\$ 28.00	\$ 34,328.00	50%	\$ 17,164.00
18" RCP	LF	740	\$ 33.00	\$ 24,420.00	50%	\$ 12,210.00
30" RCP	LF	466	\$ 50.00	\$ 23,300.00		
36" RCP	LF	163	\$ 67.00	\$ 10,921.00		
12" FES (w/ grate and rip-rap apron)	EACH	2	\$ 2,600.00	\$ 5,200.00	50%	\$ 2,600.00
15" FES (w/ grate and rip-rap apron)	EACH	3	\$ 2,800.00	\$ 8,400.00	50%	\$ 4,200.00
36" FES (w/ grate and rip-rap apron)	EACH	1	\$ 6,000.00	\$ 6,000.00		\$ -
Sump Connections	EACH	0	\$ 200.00	\$ -		\$ -
Road Structural Backfill	LF	700	\$ 18.00	\$ 12,600.00	50%	\$ 6,300.00
Underdrain at Curb Structure	LF	2500	\$ 11.50	\$ 28,750.00	50%	\$ 14,375.00
Storm Sewer Subtotal				\$ 341,223.00		\$ -
Roadway Improvements						\$ -
Aggregate Base Course - 10"	SY	8870	\$ 13.55	\$ 120,188.50	50%	\$ 60,094.25
HMA Binder Course - 3"	SY	8870	\$ 13.65	\$ 121,075.50		\$ -
HMA Surface Course - 1.5"	SY	8870	\$ 8.65	\$ 76,725.50		\$ -
Tack Coat	LS	1	\$ 3,000.00	\$ 3,000.00		\$ -
Geogrid	SY	10250	\$ 1.85	\$ 18,962.50	75%	\$ 14,221.88
Concrete Curb - Rolled (18")	LF	4980	\$ 17.75	\$ 88,395.00		\$ -
ADA Ramps/DWEs (Common)	EACH		\$ -	\$ -		\$ -
PCC Sidewalk - 4" with Subbase	SF	100	\$ 9.00	\$ 900.00		\$ -
Asphalt Walking Path - 2"	SY	1037	\$ 10.00	\$ 10,370.00		\$ -
Aggregate Base, Walking Path - 8"	SY	1167	\$ 11.00	\$ 12,837.00		\$ -
Split Rail Fence	LF		\$ -	\$ -		\$ -
Street Lights	LS	7	\$ 921.43	\$ 6,450.01		\$ -
Street Signs	EACH	11	\$ 150.00	\$ 1,650.00		\$ -
Striping	LS		\$ -	\$ -		\$ -
Roadway Improvements Subtotal				\$ 460,554.01		\$ -
Detention Pond Construction/Misc Ex./Misc.						\$ -
Detention Basin Excavation (Ponds 20 & 30)	LS	1	\$ 100,000.00	\$ 100,000.00	50%	\$ 50,000.00
Soil Erosion Sediment Control	LS	1	\$ 25,000.00	\$ 25,000.00	50%	\$ 12,500.00
Pond Aerators	EACH			\$ -		\$ -
Detention Basin/Mass Ex. Subtotal				\$ 125,000.00		\$ -
Improvements				\$ 1,438,432.01		
3% Inspection Fee				\$ 43,152.96		
(Already Installed/Inspected)				\$ 718,189.38		
Remaining Improvements				\$ 720,242.64		
Maximum Reduction (25%) =				\$ 359,608.00		
Performance LOC (110%) =				\$ 792,266.90		

Note: Italicized items have been inspected, as-built, and accepted.
* Milestone used a higher unit cost to make up for extra quantity under curb.
** NIPSCO invoice provided to justify unit cost.

Items Fully Removed
Items Partially Removed at Noted Amount

**TOWN OF CEDAR LAKE POLICE TRAINING
REIMBURSEMENT AGREEMENT**

This Police Training Reimbursement Agreement ("Agreement") is made and entered into this 2nd day of August 2022, by and between the TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, by and through its duly appointed Board of Safety (hereinafter collectively referred to as "Town") and ALEXANDER S. POWELL (hereinafter referred to as "Applicant").

RECITALS

WHEREAS, the Applicant has made application to the Town for the position of Police Officer; and

WHEREAS, in order to acquire the necessary professional knowledge, skill, method and technique required for police work with the Town, the Applicant will be required to participate in police training required by the Town; and

WHEREAS, the Town makes a substantial investment of time and money in providing for the equipment and training for newly hired Officers to the Cedar Lake Police Department; and

WHEREAS, the Town is entitled to expect a reasonable return on such investment, in terms of commitment of time and devotion to duty of the prospective Applicant; and

WHEREAS, it has become more prevalent, with the advent of the transfer of pension rights pursuant to statute, for an officer to leave the police department and the community which has provided for their training prior to serving on such police department for a reasonable period of time.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

COVENANTS

1. Both Town and Applicant agree that the Recitals are incorporated herein by reference as if fully stated herein.
2. The Applicant agrees to participate in all training requested of him by the Town, which training may consist of any or all of the following:
 - a. Indiana Law Enforcement Academy;
 - b. Waiver process through the Indiana Law Enforcement Academy;
 - c. In-house (on the job training);

d. Emergency Medical Technician school.

The Applicant agrees to successfully complete such training and obtain the necessary and appropriate certification for any such training. In the event that the Town extends a final offer of employment to the Applicant, he or she agrees to serve as a Probationary Patrolman, and subsequently, as a police officer for the Town in any duty assignment prescribed. The Applicant does further agree to devote full-time to any necessary training and subsequent service as a police officer for the Town and to perform all assignments in a satisfactory manner.

3. The Town agrees to provide, at its sole discretion, any necessary law enforcement training to the Applicant deemed necessary by the Town and to be responsible for payment of all related expenses in connection therewith, including food and lodging on the premises while the Applicant is in training, if required. The Town agrees to provide, at its sole discretion, in-house training for the Applicant during those periods of time that said Applicant is employed with the Town.

4. The Applicant acknowledges that in addition to any training that may be provided by the Town, he or she will also be provided with a uniform and other police equipment by the Town. Because of the fact that the total costs and expenses incurred by the Town for the training and equipping of the Applicant are difficult to ascertain with any degree of certainty, resulting in part from the continual change and increase in the costs of training and equipment, said Applicant agrees to pay to the Town:

a. the greater of the actual expenses incurred by the Town, including salary, expenses, uniforms, school, training and equipment, and any and all other expenses incurred by the Town, or the sum of Ten Thousand Dollars (\$10,000.00), as agreed upon liquidated damages for training and/or equipment, in the event that said Applicant terminates his employment with the Town within the first sixty (60) months subsequent to the taking of the oath of office as a police officer for the Town and said Applicant, while employed by the Town, has started or completed training at either the Indiana Law Enforcement Academy or Emergency Medical Technician School at the Town's expense; or

b. the greater of the actual expenses incurred by the Town, including salary, expenses, uniforms, school, training and equipment, and any and all other expenses incurred by the Town, or the sum of Three Thousand Five Hundred Dollars (\$3,500.00),

as agreed upon liquidated damages for training and/or equipment, in the event that said Applicant terminates his employment with the Town within the first sixty (60) months subsequent to the taking of the oath of office as a police officer for the Town and said Applicant, while employed by the Town, has not yet started training at either the Indiana Law Enforcement Academy or Emergency Medical Technician School, or has completed the same at his own expense or the expense of another.

c. all sums due the Town under this agreement by the Applicant shall be due and payable, in full, thirty (30) days after the Applicant's employment as a Police Officer terminates, for any reason, with the Town and shall bear interest at the rate of 8% per annum, and in the event that the Town initiates a civil lawsuit to recover and/or collect the liquidated damages set forth above, the Applicant agrees to pay the reasonable attorney's fees and court costs incurred by the Town.

5. The Applicant agrees that amounts owed, pursuant to this Agreement, shall be deducted from the Applicant's final paycheck from the Town of Cedar Lake, Lake County, Indiana, and any remaining monies still owed by Applicant shall remain due and owing by Applicant according to the terms of the Agreement. Applicant further agrees to and authorizes the Town to withhold said amount(s) from Applicant's final paycheck.

6. In no event shall liquidated damages, as set forth above, be assessed if the Applicant fails to satisfactorily complete training at the Indiana Law Enforcement Academy, Emergency Medical Technician School or terminates his or her employment during the first sixty (60) months because of a disabling illness or injury which renders said Applicant physically unable to perform his or her duties as a police officer for the Town, as verified by a competent physician approved by the Town.

7. The exceptions set forth in Paragraph 4 above shall not apply in the event that the Town determines, in its sole discretion, that there is substantial evidence that the Applicant would have otherwise been dismissed from his employment as a police officer for the Town as a result of misrepresenting his or her basic qualifications for employment, or has otherwise caused his or her illness or injury.

8. The Applicant acknowledges that he or she meets the basic qualifications for employment as set forth below:

a. U.S. citizen;

- b. High school diploma or equivalent thereof;
- c. No felony convictions;
- d. Valid Indiana driver's license;
- e. Weight proportionate to height;

9. The Applicant acknowledges that he or she must undergo and satisfactorily pass each of the following:

- a. Physical agility test;
- b. Oral interview with members of the Board of Metropolitan Police Commissioners and Chief of Police;
- c. Extensive background search;
- d. Psychological test;
- e. Any other testing procedures as may be required by the Town.

10. The Applicant acknowledges and represents that the information contained on his or her formal application and the information given to personnel of the Town conducting any background investigation of the Applicant is accurate, truthful and complete.

11. In the event that within sixty (60) months subsequent to the execution of this Agreement, the Applicant is: (a) called to active military duty; (b) has his or her probationary period extended by the Town for any reason whatsoever; or (c) is granted a temporary leave of absence by the Town, then the period within which said Applicant is required to make payment of liquidated damages, as set forth above, shall be extended in an amount equal to the length of time that the Applicant is unable to actively serve, for those reasons set forth above, as a police officer for the Town.

12. This Agreement shall become effective upon the execution of this Agreement by the Applicant and the Town, and shall remain in full force and effect for a period of sixty (60) months following said date of execution, unless extended as provided in Paragraph 11 above.

13. The Applicant expressly acknowledges that this Agreement is not intended to be and shall not be construed as a contract of employment with the Town. Applicant further acknowledges that if the Town, in its sole discretion, determines that the Applicant has not satisfactorily passed and completed all portions of the required testing and evaluations, the Town will not, and it shall not be required to, extend a final offer of employment to the Applicant.

14. If the Town pursues legal action to enforce any of the terms and/or obligations as enumerated throughout the Agreement, Applicant shall be responsible for payment to the Town of its reasonable attorney's fees incurred during said legal action, including all collection costs, court costs, and related fees.

15. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

16. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subject to the expungement of the invalid provision.

17. This Agreement shall be construed in accordance with the laws of the State of Indiana, and embodies the entire agreement between the parties hereto. Each party acknowledge that there are no inducements, promises, terms, conditions or obligations made or entered into other than those expressly contained herein.

18. This Agreement has been approved by the Cedar Lake Board of Safety by an affirmative vote of ___ in favor and ___ against during regular public meeting held on the 27TH day of JULY 2022, and the Chief of Police has been authorized and directed to enter into said Agreement on behalf of the Town.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 2ND day of AUGUST 2022,

[SIGNATURES ON FOLLOWING PAGE]

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

APPLICANT

By: _____
Chief of Police (signature)

William T. Fisher
Printed Name

08/02/2022
Date Signed

By: _____
Applicant (signature)

Alexander S. Powell
Printed Name

08/02/2022
Date Signed

Approved: _____
Town Council President

08/02/2022
Date

Approved _____
Town Clerk-Treasurer

08/02/2022
Date

**TOWN OF CEDAR LAKE FIREFIGHTER/EMT/PARAMEDIC TRAINING
REIMBURSEMENT AGREEMENT**

This Town of Cedar Lake Firefighter/Emergency Medical Technician ("EMT")/Paramedic Training Reimbursement Agreement (hereinafter "Agreement") is made and entered into this 2nd day of August, 2022, by and between the TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, by and through its duly appointed Town Council (hereinafter collectively referred to as "Town") and Michael Cummins hereinafter referred to as "Applicant").

RECITALS

WHEREAS, the Applicant has made application to the Town for a Firefighter/Emergency Medical Technician ("EMT")/Paramedic employment position for the Town; and

WHEREAS, in order to acquire the necessary professional knowledge, skill, method and technique required for Firefighter/EMT/Paramedic work with the Town, the Applicant will be required to participate in Firefighter/EMT/Paramedic training which may be required by the Town; and

WHEREAS, the Town makes a substantial investment of time and money in providing for the equipment and training of newly hired Firefighters/EMTs/Paramedics to the Cedar Lake Fire Department; and

WHEREAS, the Town is entitled to expect a reasonable return on such investment, in terms of commitment of time and devotion to duty of the prospective Applicant; and

WHEREAS, it has become more prevalent, with the advent of the transfer of pension rights pursuant to statute, for a sworn Firefighter/EMT/Paramedic to leave the Town Fire Department and the municipal entity which has provided for his/her training prior to serving on such Fire Department for a reasonable period of time.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

COVENANTS

1. Both Town and Applicant agree that the Recitals are incorporated herein by reference as if fully stated herein.
2. The Applicant agrees to participate in all training requested of him/her by the Town, which training may consist of any or all of the following:

- a. Indiana Firefighter Training/Certification;
- b. Indiana EMT Training/Certification;
- c. Indiana Paramedic Training/Certification; and
- d. Similarly related training and/or certification programs for a Firefighter/EMT/Paramedic, whether State or federally mandated.

The Applicant agrees to successfully complete such training and obtain the necessary and appropriate certification for any such training. In the event that the Town extends a final offer of employment to the Applicant, he/she agrees to serve as a Firefighter/EMT/Paramedic, and subsequently, as a Firefighter/EMT/Paramedic for the Town in any duty assignment prescribed. The Applicant does further agree to devote full-time to any necessary training and subsequent service as a Firefighter/EMT/Paramedic for the Town and to perform all assignments in a satisfactory manner.

3. The Town agrees to provide, at its sole discretion, any necessary Firefighter/EMT/Paramedic training to the Applicant deemed necessary by the Town and to be responsible for payment of all related expenses in connection therewith, including food and lodging on the premises while the Applicant is in training, if required. The Town agrees to provide, at its sole discretion, in-house training for the Applicant during those periods of time that said Applicant is employed with the Town.

4. The Applicant acknowledges that in addition to any training that may be provided by the Town, he/she will also be provided with a uniform and other Firefighter/EMT/Paramedic equipment by the Town. Because of the fact that the total costs and expenses incurred by the Town for the training and equipping of the Applicant are difficult to ascertain with any degree of certainty, resulting in part from the continual change and increase in the costs of training and equipment, said Applicant agrees to pay to the Town:

- a. the greater of the actual expenses incurred by the Town, including salary, expenses, uniforms, school, training and equipment, and any and all other expenses incurred by the Town, or the sum of Ten Thousand Dollars (\$10,000.00), as agreed upon liquidated damages for training and/or equipment, in the event that said Applicant terminates his/her employment with the Town within the first sixty (60) months subsequent to the accepting employment as a Firefighter/EMT/Paramedic for the Town and said Applicant, while employed by

the Town, has started or completed training at any Firefighter, Paramedic, and/or Emergency Medical Technician School at the Town's expense; or

b. the greater of the actual expenses incurred by the Town, including salary, expenses, uniforms, school, training and equipment, and any and all other expenses incurred by the Town, or the sum of Three Thousand Five Hundred Dollars (\$3,500.00), as agreed upon liquidated damages for training and/or equipment, in the event that said Applicant terminates his/her employment with the Town within the first sixty (60) months subsequent to the accepting employment as a Firefighter/EMT/Paramedic for the Town and said Applicant, while employed by the Town, has not yet started training at any Firefighter, Paramedic, and/or Emergency Medical Technician School, or has completed the same at his/her own expense, or the expense of another.

c. all sums due the Town under this agreement by the Applicant shall be due and payable, in full, thirty (30) days after the Applicant's employment as a Firefighter/EMT/Paramedic terminates, for any reason, with the Town and shall bear interest at the rate of 8% per annum, and in the event that the Town initiates a civil lawsuit to recover and/or collect the liquidated damages set forth above, the Applicant agrees to pay the reasonable attorney's fees and court costs incurred by the Town.

5. The Applicant agrees that amounts owed, pursuant to this Agreement, shall be deducted from the Applicant's final paycheck from the Town of Cedar Lake, Lake County, Indiana, and any remaining monies still owed shall remain due and owing by Applicant according to the terms of the Agreement. Applicant further agrees to and authorizes Town to withhold said amount(s) from Applicant's final paycheck.

6. In no event shall liquidated damages, as set forth above, be assessed if the Applicant fails to satisfactorily complete training at Firefighter, Paramedic and/or Emergency Medical Technician School or terminates his/her employment during the first sixty (60) months because of a disabling illness or injury which renders said Applicant physically unable to perform his/her duties as a Firefighter/Paramedic/EMT for the Town, as verified by a competent physician approved by the Town.

7. The exceptions set forth in Paragraph 4 above shall not apply in the event that the Town determines, in its sole discretion, that there is substantial evidence that the Applicant

would have otherwise been dismissed from his/her employment as a Firefighter/EMT/Paramedic for the Town as a result of misrepresenting his/her basic qualifications for employment, or has otherwise caused his/her illness or injury.

8. The Applicant acknowledges that he/she meets the basic qualifications for employment as set forth below:

- a. U.S. citizen;
- b. High school diploma or equivalent thereof;
- c. No felony convictions;
- d. Valid Indiana driver's license;
- e. Weight proportionate to height;

9. The Applicant acknowledges that he/she must undergo and satisfactorily pass each of the following:

- a. Physical agility test;
- b. Oral interview with the Town Fire Chief and/or his/her designated representative;
- c. Extensive background search;
- d. Psychological test;
- e. Any other testing procedures as may be required by the Town.

10. The Applicant acknowledges and represents that the information contained on his/her formal application and the information given to personnel of the Town conducting any background investigation of the Applicant is accurate, truthful and complete.

11. In the event that within sixty (60) months subsequent to the execution of this Agreement, the Applicant is: (a) called to active military duty; (b) has his/her probationary period extended by the Town for any reason whatsoever; or (c) is granted a temporary leave of absence by the Town, then the period within which said Applicant is required to make payment of liquidated damages, as set forth above, shall be extended in an amount equal to the length of time that the Applicant is unable to actively serve, for those reasons set forth above, as a Firefighter/Paramedic/EMT for the Town.

12. This Agreement shall become effective upon the execution of this Agreement by the Applicant and the Town, and shall remain in full force and effect for a period of sixty (60) months following said date of execution, unless extended as provided in Paragraph 11 above.

13. The Applicant expressly acknowledges that this Agreement is not intended to be and shall not be construed as a contract of employment with the Town. Applicant further acknowledges that if the Town, in its sole discretion, determines that the Applicant has not satisfactorily passed and completed all portions of the required testing and evaluations, the Town will not, and it shall not be required to, extend a final offer of employment to the Applicant.

14. If the Town pursues legal action to enforce any of the terms and/or obligations as enumerated throughout the Agreement, Applicant shall be responsible for payment to the Town of its reasonable attorney's fees incurred during said legal action, including all collection costs, court costs, and related fees.

15. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

16. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subject to the expungement of the invalid provision.

17. This Agreement shall be construed in accordance with the laws of the State of Indiana, and embodies the entire agreement between the parties hereto. Each party acknowledges that there are no inducements, promises, terms, conditions or obligations made or entered into other than those expressly contained herein.

18. This Agreement has been approved by the Cedar Lake Town Council by an affirmative vote of ____ in favor, and ____ against, during its duly noticed regular public meeting held on the __ day of _____, 20____, and whereby the Town Fire Chief has been authorized and directed to enter into said Agreement on behalf of the Town

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals this

2nd day of August 2022

[SIGNATURES ON FOLLOWING PAGE]

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

By:

Fire Chief

Printed Name

Date Signed

Approved:

Town Council President

Approved:

Town Clerk-Treasurer

APPLICANT

By:

Printed Name

Date Signed

Date

Date



July 18, 2022

Donald C. Oliphant

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

RE: Boundary & Topography Survey Proposal for Cedar Lake Parks:

- 1.) Monastery Woods** - 10100 W. 128th Pl., Cedar Lake IN 46303, Lot 320, Phase 1, Sec. 21-34-9, Tax ID. 45-15-21-254-009.000-014
- 2.) Woods of Cedar Creek** – 14249 Sherman St., Cedar Lake, IN 46303, Outlot B, Sec. 35-34-9, Tax ID. 45-15-35-203-029.000-043
- 3.) Lynnsway** – 9900 W. 149th Avenue, Cedar Lake, Indiana 46303, Outlot C, Unit 2, Sec. 33-34-9, Tax ID. 45-15-33-480-005.000-014
- 4.) Kiwanis** - 9309 W. 137th Avenue, Cedar Lake, Indiana 46303, Sec. 27-34-9, Tax ID. 45-15-27-301-005.000-014

Dear Mr. Oliphant:

As per your request for a proposal received via e-mail on July 6, 2022, DVG Team, Inc., (DVG) proposes professional Land Surveying Services for the Cedar Lake Park locations referenced above as follows:

Scope of Services:

Boundary Survey with Topography – A boundary survey will be performed and topography will be measured on each parcel. Natural and man-made features will be located along with any above ground visible evidence of utilities including manholes, and culverts as well as underground utilities as marked by 811. Pipe sizes will be measured if accessible. One permanent site benchmark will be set with the horizontal datum as Indiana State Plane and vertical datum as NAVD88 for each parcel. From the data collected, a surface will be generated along with 1-foot contours.

Additionally, existing landmarks and park equipment will be measured.

Topographic limits will include full right of way of all roads that the parcel fronts on and 20 feet outside the boundary lines in all directions of each parcel where accessible.

Topographic Measurement to Include:

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

Vertical Control: DVG will establish benchmarks and assign elevations to the horizontal control points. This will be based on NAVD88 vertical control datum.

Deliverables:

Upon completion of the project, a plat for each parcel will be prepared and issued with an electronic copy in a .pdf format provided to the client via e-mail. Up to 5 paper copies for each parcel may be requested and would be mailed via regular mail. A CAD file (.dwg format) will also be provided and e-mailed to the client upon completion of the surveys.

Time Frame:

It is estimated that all four locations can be completed within 20 business days of given an authorization to proceed.

Compensation:

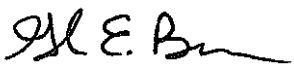
Monastery Woods	Lump Sum Fee: \$ 4,200
Woods of Cedar Creek	Lump Sum Fee: \$ 3,900
Lynnsway	Lump Sum Fee: \$ 3,500
Kiwanis	Lump Sum Fee: \$ 5,200

Total: \$16,800

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

Respectfully,

DVG Team Inc.


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

Accepted by:

Name:

Date: _____

DVG TEAM INC.
STANDARD CONTRACT / PROPOSAL TERMS & CONDITIONS

ARTICLE 1: SCOPE OF SERVICES

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

ARTICLE 2: ADDITIONAL SERVICES

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

ARTICLE 3: TIME OF COMMENCEMENT AND COMPLETION

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

ARTICLE 4: ISSUE FOR CONSTRUCTION PLAN SETS

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

ARTICLE 5: COMPENSATION

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

ARTICLE 6: INSURANCE

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

ARTICLE 7: INDEMNIFICATION

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

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

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

ARTICLE 8: LIMITS OF LIABILITY

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

ARTICLE 9: NON-DISCRIMINATION

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

ARTICLE 10: STANDARD OF PERFORMANCE

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

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

ARTICLE 11: CONFIDENTIALITY

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

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

ARTICLE 12: TERMINATION

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

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

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

ARTICLE 13: CONFLICTS OF INTEREST

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

ARTICLE 14: SUCCESSORS AND ASSIGNEES

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



Standard Terms and Conditions of Sale

1. Scope. Chicago Communications LLC DBA Miner Electronics (“Seller”) will sell to the **Cedar Lake Fire Department** (“Customer”), and Customer will purchase from Seller, the equipment, parts, software, or services related to the equipment (e.g. installation) described in Seller’s Equipment List and Statement of Work (SOW) dated 7/19/2022 (“Proposal”). These terms and conditions, together with the Proposal, comprise the “Agreement.” Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal or to a Customer solicitation to which the Proposal responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price and Payment Terms. The Contract Price is U.S. **\$31,856.62** inclusive of applicable sales, use, or similar taxes and freight. Chicago Communications LLC ordering procedures and Payment Terms are enclosed. Customer will make payments to Seller within thirty (30) days after the invoice date. All freight charges will be pre-paid by Seller and added to the invoices, when applicable. Title and risk of loss to equipment or parts will pass to Customer upon shipment. Seller will pack and ship all equipment, parts or software in accordance with good commercial practices.

STANDARD PAYMENT TERMS:

40% - Upon Signed Agreement (\$12,742.64)

30% - Upon Delivery of Equipment to Miner Electronics (\$9,556.99)

30% - Upon System Acceptance or Beneficial Use (\$9,556.99)

3. Software. Any software owned by a third party (“Non-Chicago Communications LLC Software”) is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense such software. Seller makes no representations or warranties of any kind regarding such Software.

4. Express Limited Warranty and Warranty Disclaimer. All Third-Party Equipment is warranted under manufacturers warranty for a period in accordance with the Proposal. Seller warrants that the equipment and parts under normal use and service are free from material defects in material and workmanship. These warranties do not apply to: defects or damage resulting from use of the equipment in other than its normal, customary, and authorized manner; defects or damage occurring from misuse, accident, liquids, neglect, or acts of God; defects or damage occurring from testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Seller; breakage of or damage to antennas unless caused directly by defects in material or workmanship; defects or damage caused by Customer’s failure to comply with all applicable industry and OSHA

standards; equipment that has had the serial number removed or made illegible; freight costs to ship equipment or parts to the repair depot; scratches or other cosmetic damage to equipment surfaces that does not affect the operation of the equipment; and normal or customary wear and tear. These express limited warranties are extended by Seller to the original user purchasing the products for commercial, industrial, or governmental use only, and are not assignable or transferable. If Customer gives notice of a valid warranty claim before the expiration of the warranty period, Seller will (at its option and at no additional charge to Customer) repair the defective product or replace it with the same or equivalent product. Such action will be the full extent of Seller's liability hereunder. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Seller. THESE WARRANTIES ARE THE COMPLETE WARRANTIES AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance.

The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality provisions) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. LIMITATION OF LIABILITY. Except for property damage, personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of such cause of action. This limitation of liability will survive the expiration or termination of this Agreement.

7. Confidential Information and Preservation of Proprietary Rights. If any information marked "Confidential" is provided by one party to the other, the receiving party will maintain the confidentiality of such information and not disclose it to any third party; take necessary and appropriate precautions to protect such information; and use such information only to further the performance of this Agreement. Confidential information is and shall remain the property of the disclosing party, and no grant of proprietary rights as it relates to the confidential information is given or intended to be given to the Customer by the Seller. Any copyright owner of Software, and any third-party manufacturer own and retain all of their respective proprietary rights in the

equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. This Agreement does not grant any right, title or interest in Seller's or Third-Party proprietary rights, or a license under any patent or patent application.

8. Non-solicitation. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of CHICOMM or its subcontractors without the prior written authorization of CHICOMM. This provision applies only to those employees of CHICOMM or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

9. Government Contracting Information. CHICOMM and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. CHICOMM and subcontractor shall abide by the employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A.

10. Miscellaneous. Each party will comply with all applicable federal, state and local laws, regulations and rules concerning the performance of this Agreement or use of the products. Customer will obtain and comply with all FCC licenses and authorizations required for the installation, operation and use of the products. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed. This Agreement, and the Proposal, the ordering procedures, and the Payment Terms, constitute the entire agreement of the parties regarding this transaction, supersede all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

Seller:

Chicago Communications, LLC

By: **DBA Miner Electronics**

Name and Title: Cindy Glashagel
Principal

Date: _____

Signature

Customer: Cedar Lake Fire Department

By: _____

Name and Title:

Date: _____

Signature

Chicago Communications LLC

200 SPANGLER AVE
ELMHURST, IL 60126
630-832-3311 (TEL) 630-832-7599 (FAX)

PAGE 1

QUOTATION - SALES ORDER

QUOTE NO. 77717 -00 ADD
DATE: 7/27/22
TERMS: NET 30
DELIVERY:
PO:

TO: Chief Todd Wilkening
Cedar Lake Fire
9430 West 133rd
Cedar Lake, IN 46303

Please reference Quote No. on
correspondence & purchase orders.
Prices firm for 20 days.

219-374-5961 Fax: 219-374-5999
Contact: Clifford Wroe Phone: (219) 671-8448

WE ARE PLEASED TO QUOTE YOU AS FOLLOWS:

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	SSL-STA PrimeAlert Remote Client. Provides Full Functionality Station	4,135.00	4,135.00
1	LCPN34-CR Control Panel, Core: Incl Dual Pwr Sup, 12 Relays, 12 Inputs,	6,542.00	6,542.00
1	800-ORSBN-00 Altronix Relay Unit RSBN	32.86	32.86
1	MPCA Station PC Assy.	2,421.00	2,421.00
1	LIAS30 Intelligent Audio Switch: Supporting Muting of up to 3 Audio Ch.	1,135.00	1,135.00
1	RHL-RIA30 Radio Interface Unit-Active	1,355.00	1,355.00
1	TWIR-AV Wire Req. Per Audio/Visual Switch Station	125.00	125.00

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE

TERMS SUBJECT TO CREDIT REVIEW

BY John Schoon - EN 25557 TELEPHONE

THIS QUOTATION DOES NOT CONSTITUTE A SALES ORDER UNLESS SIGNED BY YOU, OUR CLIENT. SEE TERMS AND CONDITIONS OF SALE ATTACHED.

Accepted
by _____ P.O. No. _____
LEGAL NAME OF PURCHASER

AUTHORIZED SIGNATURE Date _____



**Chicago
Communications** LLC
Sales: 800-831-3223

Check out our new web site www.chicomm.com

QTY	DESCRIPTION		UNIT PRICE	TOTAL
1	LSWI-DB	Door Bell	183. 00	183. 00
1	RHT-TX1	Balanced/Unbalanced Line Transformer TX1A	102. 00	102. 00
1	PMGNT	Project Management	4, 715. 00	4, 715. 00
1	INST-OV	Installation Overnight (Intall Assistance)	4, 715. 00	4, 715. 00
1	AAM01JNC9JC1AN	CM200D, 16CH, VHF 25W Analog	444. 00	444. 00
1	HPN4007C	Power Supply 14V 15A Uni 110/240 Vac US Plug	306. 00	306. 00
1	HLN9457A	Hardware Kit	6. 35	6. 35
1	45179	Magnetic Mount Antenna, 12' Cable, Mini U (G8MI)	50. 41	50. 41
1	349466	152-162mhz, CHROME NUT ANTENNA (MHB1520, PCTCN1520)	9. 00	9. 00
1	88233887	Field Terminated B Series 566 Block	37. 00	37. 00
1	88293051	Perforated 35mm DIN Mntg Rail for Term Blocks and Relays	28. 00	28. 00
1	1231399	3/4" Plywood	38. 00	38. 00
1	TX-1A	Adjustable Line Transformer	52. 00	52. 00
1	ENGINEERING	Engineering Fee	275. 00	275. 00
1	PROJECT MGR	8 Hours Project Manager	145. 00	145. 00
1	CONFIGURATION	Console Configuration	1, 085. 00	1, 085. 00
1	FNE INSTALL	Systems Install	3, 545. 00	3, 545. 00



[illegible]



Value Your Trade

Enter Year Make Model Trim



NEW 2022 CHEVROLET SILVERADO 2500 HD CUSTOM 4WD
VIN: 1GC5YME78NF334986 STOCK:



MSRP	\$51,230	(https://www.mikeandersonchevmerrillville.com/inventory/new-2022-chevrolet-silverado-2500-hd-custom-a0-double-cab-1gc5yme78nf334986/)
Customer Cash	-\$500	(https://www.mikeandersonchevmerrillville.com/inventory/new-2022-chevrolet-silverado-2500-hd-custom-a0-double-cab-1gc5yme78nf334986/)
Internet Price	\$50,730	(https://www.mikeandersonchevmerrillville.com/inventory/new-2022-chevrolet-silverado-2500-hd-custom-a0-double-cab-1gc5yme78nf334986/)

Details

Are you there?



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Contact

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Confirm Availability

Call Us (tel:2194000110)

Schedule Test Drive

Explore Payments (<https://buy.gm.com/216843/13/1GC5YME78NF334986?refer=mikeandersonchevymerrillville.com>)

Get Financed (<https://www.mikeandersonchevymerrillville.com/apply-for-financing/>)

Explore financing



IN TRANSIT



This is going to sell soon.

164 people have recently viewed it.




Basic Info

EXTERIOR:	Summit White
DRIVETRAIN:	4WD
INTERIOR:	Jet Black, Cloth seat trim
TRANSMISSION:	Automatic
ENGINE:	6.6L V8 Gas engine


Key Features

Are you there?



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ANDROID AUTO



APPLE CARPLAY



BACKUP CAMERA



BLUETOOTH



KEYLESS ENTRY



POWER SEATS



REMOTE START



SIDE-IMPACT AIR BAGS



TOW PACKAGE



4WD

Vehicle Details

Exterior




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Side BedStep

- Black textured step pads help provide secure footing
- Integrated on forward portion of outer bed on driver and passenger side to provide ease of access to forward portion of the bed

Body-color front bumper

- Body-color on High Country models
- High gloss black on Custom

Body-color rear bumper

- Body-color on High Country models
- High gloss black on Custom

Cargo tie-downs

- 12-fixed rated at 500 lbs. per corner

CornerStep rear bumper

- Helps make it easier to get into and out of the pickup bed
- Located at each end of the rear bumper
- Textured step pads to help provide secure footing

Black door handles

Deep-tinted glass

- Provides added protection from sun and glare

Halogen reflector headlamps

- Includes automatic exterior lamp control

Cab-mounted cargo area lamps

- With switch in switch bank left of the steering wheel
- Illuminates the cargo bed area

Black beltline moldings

Tailgate and bed rail protection caps

Standard tailgate

Incandescent taillamps with stop and reverse lights

Spare tire carrier lock

- Helps keep spare tire secure
- Utilizes the same key as the door and ignition

18" LT275/70R18 all-terrain, blackwall spare tire

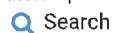
- May require additional optional equipment

20" LT275/65R20 all-terrain, blackwall tires

20" 10-spoke machined aluminum wheels with Grazen Metallic painted accents

- Carhartt Special Edition features Black bowties
- May require additional optional equipment

Black outside power-adjustable vertical trailering mirrors with power folding/manual extending auto-dimming driver upper glass

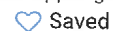


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Are you there?



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- Lower convex mirrors
- Heated upper glass
- Integrated turn signal indicators
- Puddle lamps
- Perimeter lighting
- Auxiliary lighting
- Extends 3.31-inches
- May require additional optional equipment

Tailgate with EZ Lift assist, power lock & release

- Hitch area lighting
- May require additional optional equipment

Black Silverado 2500 HD and trim nameplates

- May require additional optional equipment

Black "CHEVROLET" tailgate decal lettering

- May require additional optional equipment

Front Black bowtie emblem

- Replaces front Gold bowtie emblem
- Chrome with Black insert
- Accessory
 - Small bowtie on Work Truck, Custom, LT and LTZ models
 - Large bowtie on High Country
- May require additional optional equipment


Cargo bed LED lighting

Interior



Are you there?



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2022 MODEL YEAR

RAM 2500 BIG HORN CREW CAB 4X4

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: \$54,255

RAM 2500 BIG HORN CREW CAB 4X4

Exterior Color: Bright White Clear-Coat Exterior Paint

Interior Color: Black / Diesel Gray Interior Colors

Interior: Cloth 40/20/40 Bench Seat

Engine: 6.7L I6 Cummins Turbo Diesel Engine

Transmission: 6-Speed Automatic 68RFE Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES

Advanced Multistage Front Air Bags

Supplemental Front Seat-Mounted Side Air Bags

Supplemental Side-Curtain Front and Rear Air Bags

ParkView® Rear Back-Up Camera

Electronic Shift-On-The-Fly Transfer Case

3.73 Axle Ratio

Electronic Stability Control

Electronic Roll Mitigation

Hill-Start Assist

Traction Control

Trailer Sway Damping

Trailer Brake Controller

Sentry Key® Theft Deterrent System

Remote Keyless-Entry

Trailer Light Check

Tire Pressure Monitoring Display

Selectable Tire-Fill Alert

INTERIOR FEATURES

Uconnect® 5 with 8.4-Inch Touch Screen Display

SiriusXM® with 6-Month Radio Sub Call 800-643-2112

Ram Connect (Connected Services) with Trial

Apple CarPlay®

Google Android Auto™

Handsfree Phone and Audio

Integrated Voice Command

Full Function Media Hub with 2-USB Plus Aux Port

Remote Charge-Only USB Port

40/20/40 Split Bench Seat

Tilt Steering Column

Power Front Windows with 1-Touch Up / Down

Front and Rear Floor Mats

Driver / Passenger Assist Handles

EXTERIOR FEATURES

18-Inch x 8.0-Inch Steel Chrome Clad Wheels

LT275/70R18E BSW All-Season Tires

31-Gallon Fuel Tank

Full-Size Spare Tire

Locking Tailgate

Class V Receiver-Hitch

7-Pin Wiring Harness

Trailer-Tow with 4-Pin Connector Wiring

Power Black Trailer-Tow Mirrors w/ Manual Fold-Away

Exterior Mirrors with Supplemental Signals

Exterior Mirrors Courtesy Lamps

LED Hitch Lamp in Tailgate Handle

Automatic Headlamps

Halogen Quad Headlamps

OPTIONAL EQUIPMENT (May Replace Standard Equipment)

Customer Preferred Package 2HZ

Cold Weather Group

\$145

Engine Block Heater

Winter Front Grille-Cover by Mopar®

Snow Chief Group

\$905

Anti-Spin Differential Rear Axle

Instrument Panel Mounted Auxiliary Switches

Clearance Lamps

LT275/70R18E OWL On/Off-Road Tires

Transfer Case Skid-Plate Shield

220-Amp Alternator

6.7L I6 Cummins Turbo Diesel Engine

\$9,595

Tow Hooks

Connected Services Delete Credit

-\$250

Destination Charge

\$1,795

TOTAL PRICE: * \$66,445

WARRANTY COVERAGE

5-year or 100,000-mile Powertrain Limited Warranty

3-year or 36,000-mile Basic Limited Warranty.

Ask Dealer for a copy of the limited warranties or

see your owner's manual for details.

5 YEAR / 100,000 MILE
POWERTRAIN WARRANTY

Assembly Point/Port of Entry: SALTILLO, MEXICO

S.L.

SHIP TO:

SOLD TO:

VIN: 3C6-UR5DL2NG-313196

L4-VON: 4273

0603-0



THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

For more information visit: www.ramtrucks.com
or call 1-866-RAMINFO

FCA US LLC

California Air Resources Board

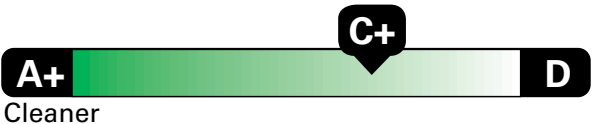
Diesel Vehicle

Environmental Performance

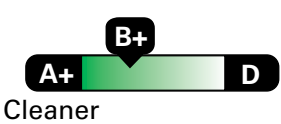
These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings
For information on how to compare, please see www.arb.ca.gov/ep_label

Protect the environment. Choose vehicles with higher ratings:

Greenhouse Gas Rating (tailpipe only)



Smog Rating (tailpipe only)



Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicles measured emissions.



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

★★★★★

Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal
Crash

Driver
Passenger

★★★★★
★★★★★

Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side
Crash

Front seat
Rear seat

★★★★★
★★★★★

Based on the risk of injury in a side impact.

Rollover

★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.



VEHICLE
PROTECTION

A PRODUCT OF FCA US LLC

Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Back It.

GAZ SUMMIT WHITE

/V8G

H1T JET BLACK

RENAISSANCE CENTER

ORDER NO. BJGZVW/TRE

STOCK NO.

DETROIT

MI 48243-1114

VIN 2GC 4YME 74 N1224634

VEHICLE INVOICE 10D30545239

*****3698*****13*11390S

MODEL & FACTORY OPTIONS	MSRP	INV AMT	RETAIL - STOCK
CK20743 SILVERADO 2500 CREW CUSTO 47300.00		44745.80	INVOICE 04/22/22
FE9 50-STATE EMISSIONS	N/C	N/C	SHIPPED 04/22/22
GT4 REAR AXLE: 3.73 RATIO	N/C	N/C	EXP I/T 05/05/22
JGF GVWR: 10,650 LBS. (4,831 KG)	N/C	N/C	INT COM 05/05/22
L8T ENGINE: 6.6L V8 GASOLINE	N/C	N/C	PRC EFF 04/22/22
MYD TRANS: 6-SPEED AUTO	N/C	N/C	KEYS XXXXX XXXXX
PCX CUSTOM CONVENIENCE PACKAGE 1075.00		978.25	WFP-S QTR OPT-1
* REMOTE VEHICLE STARTER SYSTEM			BANK: GM FINANCIA
* REAR-WINDOW DEFOGGER			CHG-TO 11-390
* LED LIGHTING IN CARGO BED			
* EZ LIFT, POWER LOCK			SHIP WT: 6768
* & RELEASE TAILGATE			HP: 52.7
* TRAILER BRAKE CONTROLLER			GVWR: 10650
Q86 20" MACHINED ALUM WHEELS N/C		N/C	GAWR.FT: 5600
W/ ACCENTS & SPOKES			GAWR.RR: 6600
U01 LED ROOF MARKER LAMPS 55.00		50.05	EMPLOY: 46440.46
VYU SNOW PLOW PREP/CAMPER PACKAGE: 300.00		273.00	SUPPLR: 48292.35
* 220 AMP ALTERNATOR			NTR: 3/4
* INCREASED GAWR			EMPINC: 2756.48
* SKID PLATES			SUPINC: 904.58
* ROOF EMERGENCY LIGHT			
PROVISIONS W/ PASS THROUGH			
ZLA INFOTAINMENT PACKAGE 275.00		250.25	

TOTAL MODEL & OPTIONS	49005.00	46297.35	ACT 237 46522.20
DESTINATION CHARGE	1695.00	1695.00	H/B 261 1470.15

TOTAL	50700.00	47992.35	PAY 310 47992.35
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MEMO: TOTAL LESS HOLDBACK AND

APPROX WHOLESALE FINANCE CREDIT 45528.90

INVOICE DOES NOT REFLECT DEALER'S ULTIMATE COST BECAUSE OF MANUFACTURER REBATES, ALLOWANCES, INCENTIVES, HOLDBACK, FINANCE CREDIT AND RETURN TO DEALER OF ADVERTISING MONIES, ALL OF WHICH MAY APPLY TO VEHICLE.

ALAN BROWNE CHEVROLET, INC.

PERMANENT STORMWATER DRAINAGE EASEMENT AGREEMENT

THIS **PERMANENT STORMWATER DRAINAGE EASEMENT AGREEMENT** (hereinafter "Easement"), made this ____ day of _____, 2022, by and between **NICHOLAS SADZAK and AMANDA SADZAK "GRANTORS"**, whose mailing address is 13003 A Colfax St., Cedar Lake, IN, 46303, and **THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA**, a Municipal Corporation, acting by and through its duly elected TOWN COUNCIL, "GRANTEE", whose mailing address is 7408 Constitution Avenue, Cedar Lake, IN 46303.

GRANTORS state and represent that they own and have title to certain Real Estate located in Cedar Lake, Lake County, Indiana, and that they now seek to grant and convey a **PERMANENT STORMWATER DRAINAGE EASEMENT** to GRANTEE for storm drainage and related utility improvements, and all other related purposes, over the Real Estate.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by GRANTORS, GRANTORS do hereby grant, convey and warrant unto the GRANTEE, its successors and assigns, a Permanent Stormwater Drainage Easement Agreement with the right, privilege and authority in GRANTEE, at its own expense, to enter upon, dig, lay, install, reconstruct, operate, maintain, patrol, continue, repair, keep in repair, deepen, replace and renew storm drainage and related improvements, and all other related purposes, as shall be hereafter located and constructed in, on, upon, along, under, over and across the Real Estate owned by GRANTORS, and situated in Center Township, Lake County, Indiana, which Real Estate is more particularly described as follows, namely:

See attached legal description

PARENT PARCEL NUMBER: 45-15-22-181-010.000-014

COMMONLY KNOWN AS: 12818 Marsh Landing, Cedar Lake, IN 46303

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

The GRANTEE covenants that it will, upon completion of the construction and installation of the storm drainage improvements and appurtenances, and all other public utility improvements, at its own expense, restore or cause to be restored the area disturbed by its work to as near original condition as is practicable.

The GRANTORS covenant for GRANTORS, GRANTORS' Grantees, Heirs, Personal Representatives, Successors and Assigns, that GRANTORS shall not erect or maintain any building or other structure or obstruction on or over the Permanent Stormwater Drainage Easement granted herein, and gives the GRANTEE the right to remove any such obstruction, or grant additional Easements over, across or on the Real Estate in which the Easement is hereby granted during the term of this Permanent Stormwater Drainage Easement Agreement..

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

The GRANTORS hereby covenant that GRANTORS are the owners in fee simple of the Real Estate, are lawfully seized thereof, and have good right to grant and convey the foregoing Permanent Stormwater Drainage Easement herein. The GRANTORS further guarantees the quiet possession hereof, and shall warrant and defend GRANTEE'S title to the Permanent Stormwater Drainage Easement against all lawful claims.

This Permanent Stormwater Drainage Easement Agreement shall be binding upon GRANTORS, GRANTORS' Grantees, Heirs, Personal Representatives, Successors and Assigns, and upon all other Parties claiming by, through or under GRANTORS, and the same shall inure to the benefit of the GRANTEE herein, and its successors and assigns.

(REMAINDER OF PAGE IS INTENTIONALLY BLANK)

F:\DATA\Cedar Lake\0001\Y2022\Easements\Havenwood\Sadzak\021622 Sadzak Easement.doc

Acceptance and Acknowledgement by Town:

This conveyance, and PERMANENT STORMWATER DRAINAGE EASEMENT AGREEMENT, is accepted by the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, after action at a public meeting of the Town Council of the Town of Cedar Lake, Lake County, Indiana, and whereby the Town Council President and Town Clerk-Treasurer, respectively, were duly authorized to execute and attest this Acceptance and Acknowledgment.

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

By: _____
Randell C. Niemeyer, Town Council President

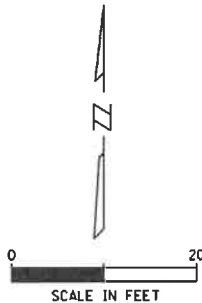
Attest: _____
Jennifer N. Sandberg, IAMC
Clerk-Treasurer

I affirm, under the penalties of perjury, that I have taken responsible care to redact each Social Security number in this document, unless required by law and this document was prepared by David M. Austgen, AUSTGEN KUIPER & ASSOCIATES P.C., 130 N. Main St., Crown Point, Indiana 46307.

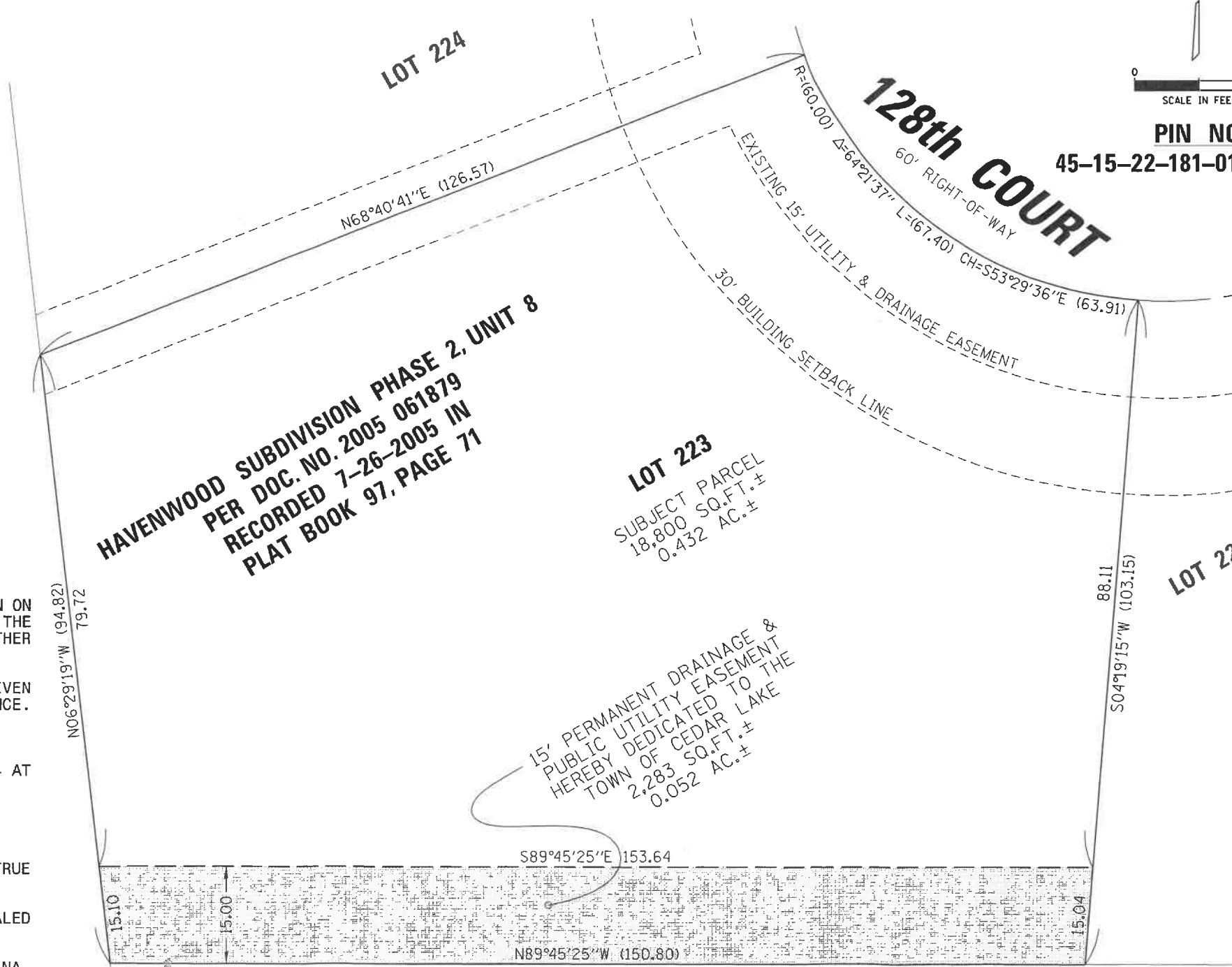
LEGAL DESCRIPTION (PERMANENT PUBLIC UTILITY & DRAINAGE EASEMENT - LOT 223)

THE SOUTH 15.00 FEET OF LOT 223 IN HAVENWOOD SUBDIVISION, PHASE 2, UNIT 8 BEING A SUBDIVISION IN THAT PART OF THE NORTHEAST QUARTER AND NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 97, PAGE 71 AS DOCUMENT NO. 2005 061879, JULY 26, 2005 IN LAKE COUNTY, INDIANA.

EASEMENT EXHIBIT



PIN NO.
45-15-22-181-010.000-014



GENERAL NOTES:

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

SURVEYOR NOTES:

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



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

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

CALC.	KJR	PROJECT NO.
DWN.	AJK	060015.00003H
CHKD.	JRM	SHEET 1 OF 1
SCALE:	1"=20'	DRAWING NO.
DATE:	07-30-2021	EXH06015.H.223

REVISED: 08-02-2021