



TOWN COUNCIL PUBLIC MEETING AGENDA

August 16, 2022 - 7:00 PM

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

CALL TO ORDER/ROLL CALL:

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

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

PRESENTATIONS: George Tomaszewski Jr., Indiana Fallen Heroes

PUBLIC HEARINGS:

1. **Ordinance No. 1423**, Town of Cedar Lake Ward Redistricting
 - a. Review of Legals
 - b. Reading of Ordinance No. 1423
 - c. Remonstrators
 - d. Town Council Discussion
 - e. Town Council Decision on Ordinance No. 1423
2. **Ordinance No. 1426**, Town of Cedar Lake 40-Acre Parcel Annexation
 - a. Review of Legals
 - b. Reading of Ordinance No. 1426 – Annexation Ordinance
 - c. Reading of Resolution No. 1313 – Fiscal Plan Resolution
 - d. Remonstrators
 - e. Town Council Discussion
 - f. Town Council Decision on Resolution No. 1313
3. **Resolution No. 1315**, Additional Appropriation
 - a. Review of Legals
 - b. Reading of Resolution No. 1315
 - c. Remonstrators
 - d. Town Council Discussion
 - e. Town Council Decision on Resolution No. 1315

PUBLIC COMMENT (*on agenda items*):

CONSENT AGENDA:

1. **Minutes:** August 2, 2022
2. **Claims:** All Town Funds: \$192,753.53; Wastewater Operating: \$237,403.55; Water Utility: \$57,665.87; Storm Water: \$1,241.34; Payroll: 8-4-2022 - \$327,169.86; and July Remittances: \$187,502.97
3. **Manual Journal Entries:** July 1, 2022 – July 31, 2022

4. **Donations:** Fraternal Order of Eagles, \$5000 to the Parks & Recreation Non-Reverting Fund
5. **Alcohol Waiver Request:** Megan Tilton, September 17, 2022, - She has been instructed that she will need to get her temporary permit through the State if granted.

ORDINANCES & RESOLUTIONS:

1. **Ordinance No. 1422** – Henn Holding Annexation of Kretz Farm (Introductory reading on July 5, 2022, and Public Hearing was held on August 2, 2022)

BZA/PLAN COMMISSION:

1. Council review of BZA Action Item NyBy

NEW BUSINESS:

1. Bid Award – Public Works Vehicle and Crane Equipment
2. Peterson Consulting Services Agreement to Assist in Preparing the GASB 34 Report for FY 2022
3. Ratify Approval of APEC Proposal for Geotechnical Exploration of the new Public Safety Building location **in the amount of \$6,900**
4. Consider Northwest Indiana Cancer Kids (NICK) 2022 Sponsorship Request
5. Consider Awarding SRF Grant Administration Contract
6. Authorization to purchase a new vehicle for the new Building Inspector
7. Consider Approving use of Park Impact Fees in the **amount of \$23,290** for decorative lights at Kiwanis Park
8. Consider Letter of Agreement with the Cedar Lake Firefighters Association

REPORTS:

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

WRITTEN COMMUNICATION:

1. Building Department Report
2. Christopher B. Burke Report
3. Veridus Group

PUBLIC COMMENT:

ADJOURNMENT:

PRESS SESSION:

NEXT MEETING: Tuesday, September 6, 2022 at 7:00 pm

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

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1423

AN ORDINANCE AMENDING TOWN ORDINANCE NO. 1168, BEING: “AN ORDINANCE AMENDING TOWN ORDINANCE NO. 834, BEING: AN ORDINANCE RATIFYING TOWN ORDINANCE NO. 810, BEING: ‘AN ORDINANCE AMENDING THE TOWN CODE PERTAINING TO THE LEGAL DESCRIPTIONS OF WARD BOUNDARY DISTRICTS IN THE TOWN OF CEDAR LAKE, AND REPEALING ALL TOWN CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT HERewith,’ AND REPEALING ALL TOWN CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT HERewith”, REPEALING ALL TOWN CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT HERewith, AND ALL MATTERS RELATED THERETO.”, AND REPEALING ALL TOWN CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT HERewith, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the “Town Council”), has reviewed current matters pertaining to Ward Boundary Districts for the Town of Cedar Lake, as required by the current applicable laws of the State of Indiana, and specifically, the applicable of provisions of I.C. §36-5-2-4.1 and 36-5-2-5, as each are or have been amended from time to time, and specifically pertaining to Ward Boundary Districts within the Town for the purpose of conducting elections of Town Officers; and

WHEREAS, the Town Council has further reviewed the provisions of the Indiana Code, and particularly, I.C. §36-5-2-4.1, as amended from time to time, pertaining to the division of the Town into Districts by Ordinance for the purpose of conducting elections of Town Officers; and

WHEREAS, the Town Council is aware and informed that on the 18th day of December, 2012, Town Ordinance No. 1168 was passed and adopted by then-Town Council, the same being “AN ORDINANCE AMENDING TOWN ORDINANCE NO. 834, BEING: “AN ORDINANCE RATIFYING TOWN ORDINANCE NO. 810, BEING: ‘AN ORDINANCE AMENDING THE TOWN CODE PERTAINING TO THE LEGAL DESCRIPTIONS OF WARD BOUNDARY DISTRICTS IN THE TOWN OF CEDAR LAKE, AND REPEALING ALL TOWN CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT HERewith,’ AND REPEALING ALL TOWN CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT HERewith”, REPEALING ALL TOWN CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT”; and

WHEREAS, the Town Council has reviewed the provisions of the aforementioned adopted Town Ordinance No. 1168 pertaining to the current District (Ward) Boundaries, and has further reviewed the current census data recently received relating to the population throughout the Town of Cedar Lake; and

WHEREAS, the Town Council, based upon its review, has determined that the present Ward Boundary District delineation set forth in the Cedar Lake Town Code, as established by Town Ordinance No. 1168, is inadequate according to the current census data from the most recent Y2020 Decennial Census; and

WHEREAS, the Town Council has determined it advisable and appropriate to amend the Ward Boundary District delineations and boundaries, and redistrict the Town of Cedar Lake during the current year in order to comply with the current applicable statutes of the State of Indiana, and in order for the Town Districts (Wards) to be composed of contiguous territory, be reasonably compact, and contain (as nearly as possible) equal population; and

WHEREAS, the Town Council, having reviewed current applicable State Law, the current year Y2020 Decennial Census data, and the current Town Ward Boundary Districts, as codified in Town Ordinance No. 1168, now concurs that it is advisable, necessary, and in the best interests of the residents of the Town of Cedar Lake that amendments be made to the Town Ward Districts Boundaries in order to comply with current applicable law; and

WHEREAS, the Town Council has been informed and advised that it has been mandated by applicable law to re-establish the boundaries of districts (wards) within the Town on the basis of the Y2020 Decennial Census for purposes of conducting elections of Town Officials; and

WHEREAS, the Town Council, after being duly and fully advised, has determined that it is necessary, advisable, and in the best interests of the residents of the Town that an amendatory and current Ordinance be passed and adopted in accordance with the applicable provisions of I.C. §36-5-2-4.1, as amended from time to time, to divide the Town of Cedar Lake into districts for the purpose of conducting elections of Town Officers, and specifically following the most recent decennial census for 2020, with such amendment occurring within the time period prescribed by applicable I.C. §36-5-2-4.1 (g).

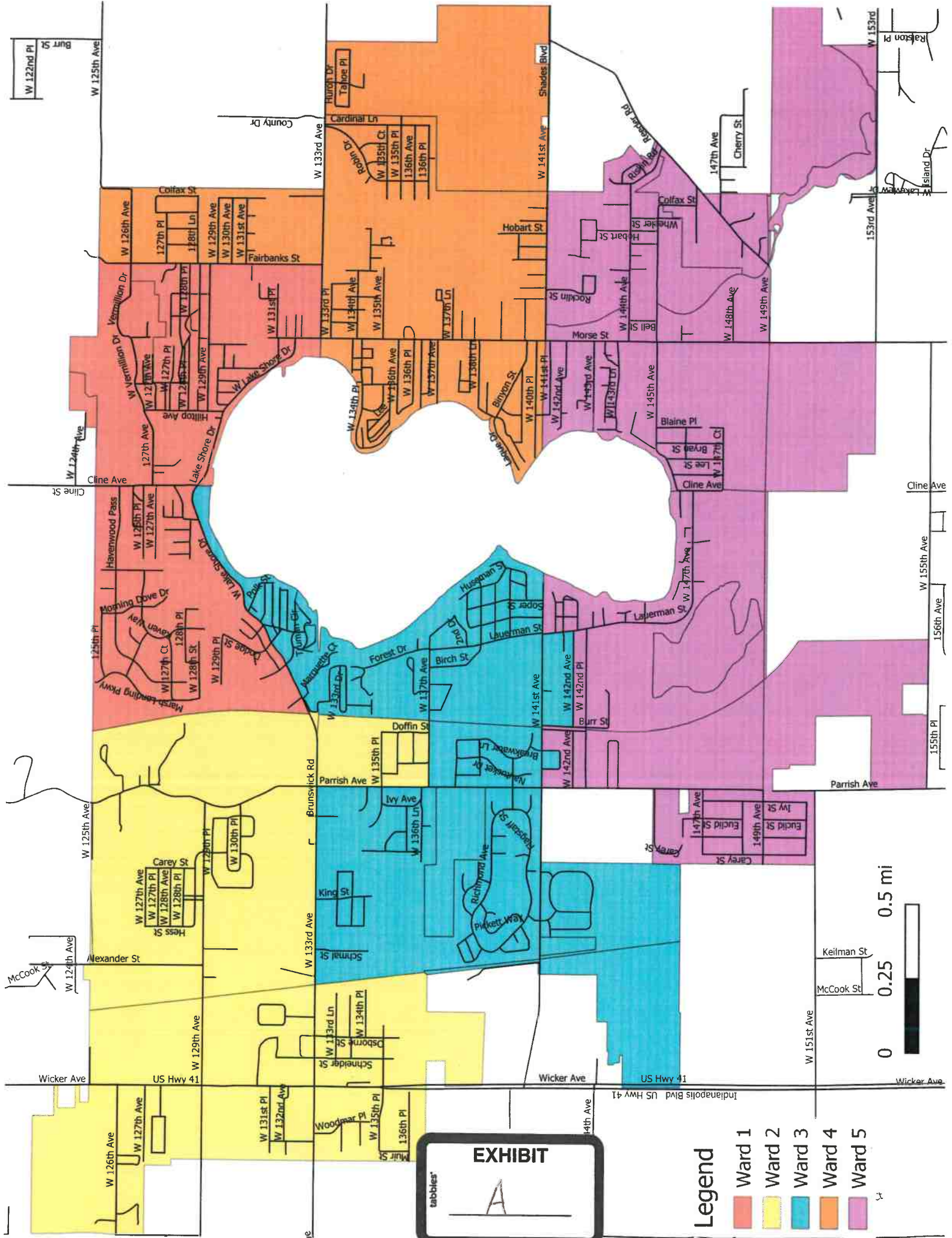
NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AS FOLLOWS:

SECTION ONE: That the Town of Cedar Lake, Lake County, Indiana, in accordance with the provisions of I.C. §36-5-2-4.1, as amended from time to time, shall be, and hereby is divided into the following districts for the purpose of conducting elections of Town Officers hereafter, and that Town Code Section 30.03, entitled **DISTRICTS**., of Chapter 30, entitled **TOWN COUNCIL**., of Title III, entitled **ADMINISTRATION**., of the Cedar Lake Town Code, be, and the same is hereby amended to read and provide hereafter as follows, namely:

“TITLE III. ADMINISTRATION.

§ 30.03.

(D). The Town of Cedar Lake is hereby comprised of seven (7) members. Five (5) members are elected from each of the five (5) Wards and two (2) members are at-large members, all are elected by all of the voters of the Town. The Town of Cedar Lake is hereby redistricted into five (5) district wards and two (2) at large council members, as set forth on the map attached



EXHIBIT

A

Legend

- Ward 1
- Ward 2
- Ward 3
- Ward 4
- Ward 5

hereto as Exhibit “A”, incorporated herein by reference and specifically made part of this Ordinance, namely:

DISTRICT WARD NUMBER ONE

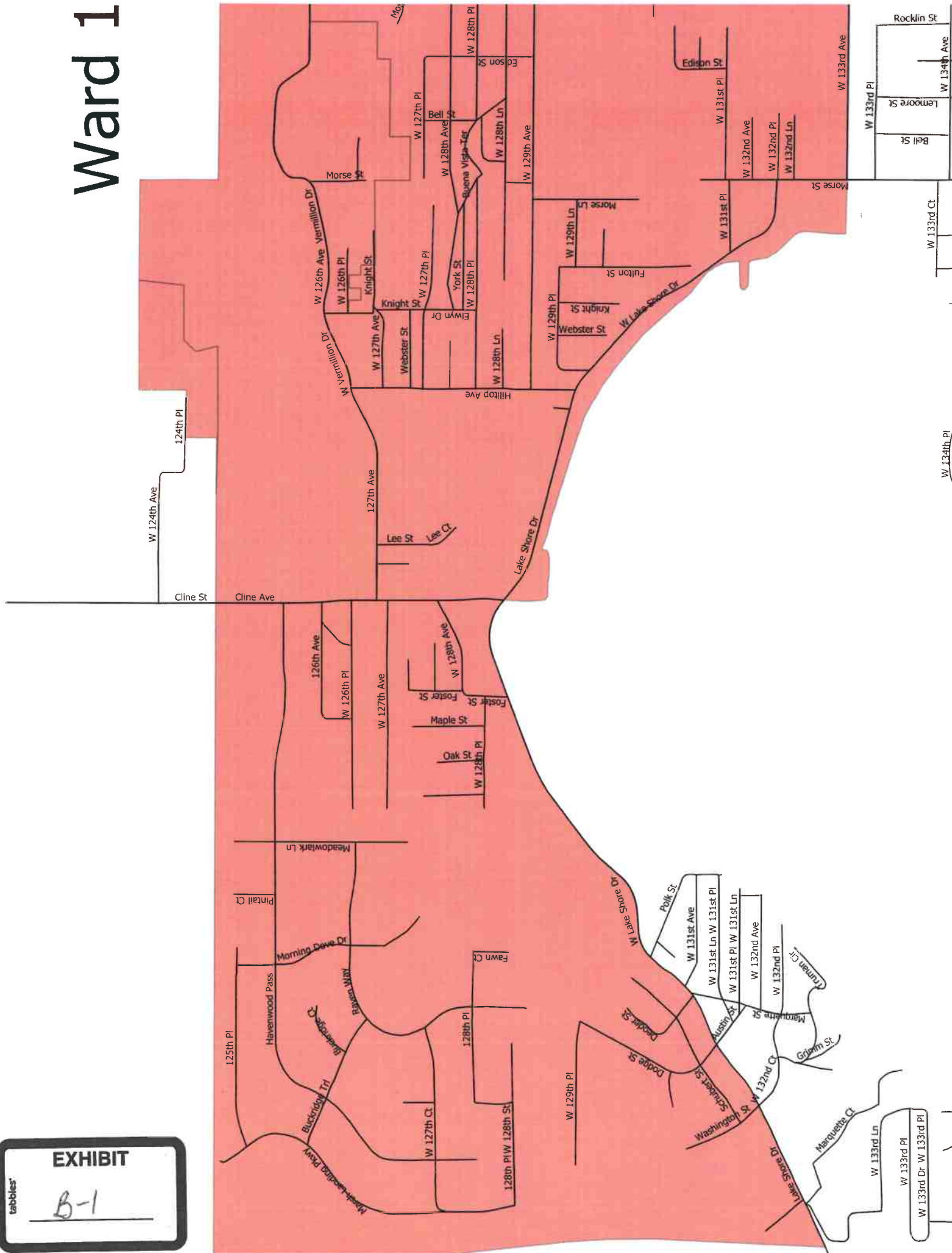
(See attached Exhibit “B-1”)

Candidates

(RUN 2022 and 2026)

Beginning at the Northwest corner of Section 23, Township 34 North, Range 9 West of the Second Principal Meridian, in the Town of Cedar Lake, Lake County, Indiana; thence East along the North line of said Section 23 to the West line of parcel identified as PIN 45-15-14-376-004.000-043; thence North to a corner point of said parcel PIN 45-15-14-376-004.000-043 on the south right-of-way line of 124th Avenue; thence East along the south right-of-way line of 124th Avenue to a corner point of said parcel PIN 45-15-14-376-004.000-043 ; thence North to the Northwest most corner of said parcel PIN 45-15-14-376-004.000-043; thence East along the North line of said parcel PIN 45-15-14-376-004.000-043 and continuing East along the North line of parcel PIN 45-15-14-376-005.000-043 to the Northeast corner thereof; thence South to the Southeast corner of said parcel PIN 45-15-14-376-005.000-043 point being on the North line of said Section 23; thence East along the North line of said Section 23 a distance of 1,920 feet; thence South along the East line of the West Half of the Northeast Quarter of said Section 23, a distance of 760 feet to the center line of 126th Avenue and Fairbanks Street; thence continuing South along the center line of Fairbanks Street to the intersection of 133rd Avenue and Fairbanks Street; thence west along the South line of said Section 23 to the Southwest corner of said Section 23; thence North along the West line of said Section 23 to the intersection of Cline Avenue and Lake Shore Drive; thence Southwesterly along the center line of Lake Shore Drive to the intersection of Lake Shore Drive and the center line of the CSX Transportation (formerly Monon Railroad) right-of-way; thence Northerly along the center line of the CSX R.R. to the intersection of the CSX R.R. and the North Line of Section 22, Township 34 North, Range 9 West of the Second Principal Meridian; thence Easterly along the said North line of Section 22 to the Northeast corner of said Section 22, also being the Northwest Corner of Section 23, being the Point of Beginning.

EXHIBIT
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B-1



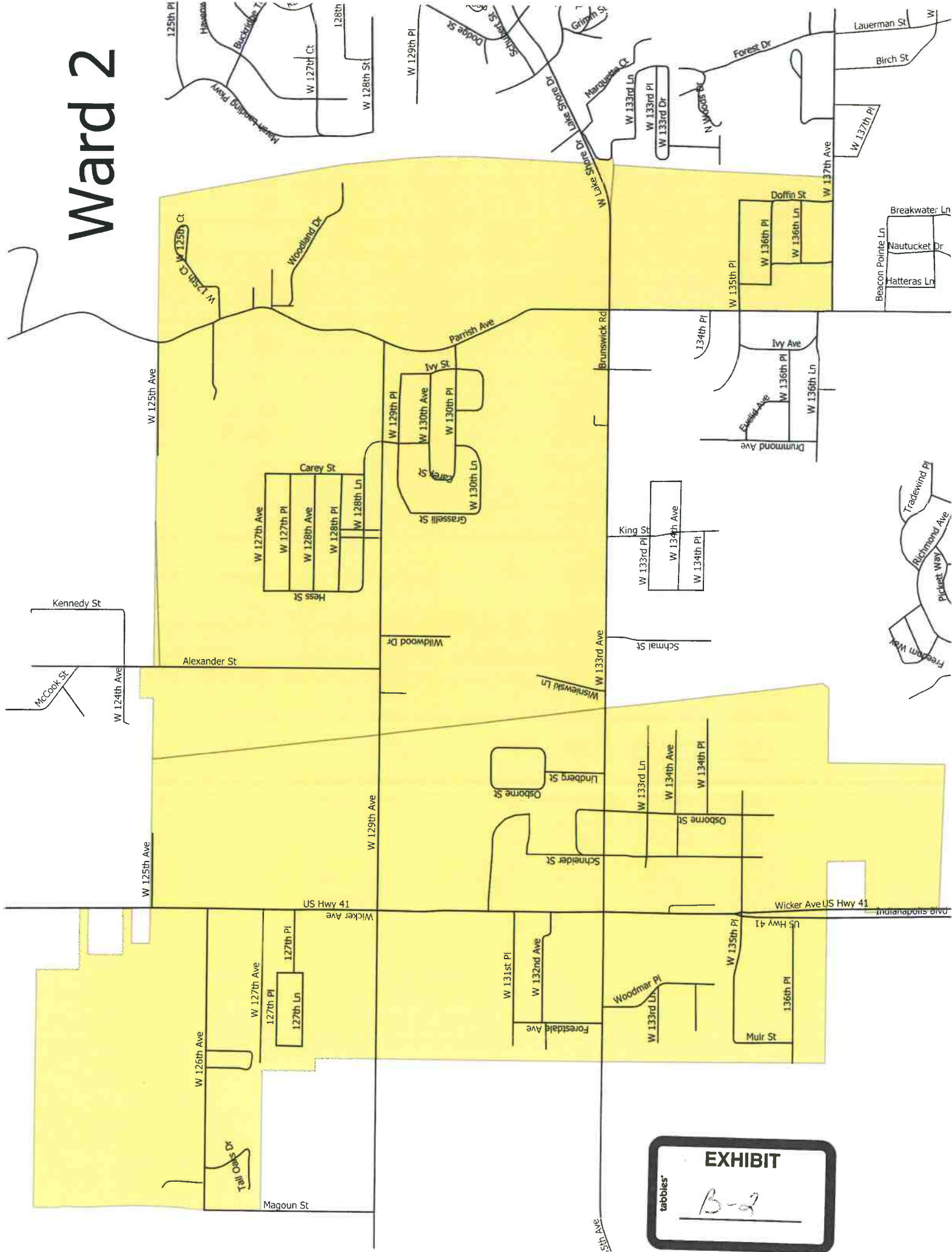
DISTRICT WARD NUMBER TWO

(See attached Exhibit "B-2")

Candidates**(RUN 2022 and 2026)**

Beginning at the Northwest corner of Section 21, Township 34 North, Range 9 West of the Second Principal Meridian, in the Town of Cedar Lake, Lake County, Indiana; thence East along the North line of said Section 21, a distance of 1,850 feet to the southwest corner of parcel PIN 45-15-16-378-005.000-014; thence along the West, North and East parcels lines of said PIN to the Southeast corner thereof; thence continuing East along the North line of said Section 21 and continuing East along the North line of Section 22, Township 34 North, Range 9 West to the intersection of the center line of the CSX Transportation (formerly Monon Railroad) right-of-way and the North Line of said Section 22; thence Southerly along the center line of the CSX R.R. to the intersection of the CSX R.R. and the center line of 137th Avenue, also being the South line of the North Half of Section 27, Township 34 North, Range 9 West of the Second Principal Meridian; thence West along the center line of 137th Avenue of the intersection of 137th Avenue and Parrish Avenue, also being the West line of said Section 27; thence North along the center line of Parrish Avenue to the intersection of Parrish Avenue and 133rd Avenue, also being the Northeast corner of Section 28, Township 34 North, Range 9 West of the Second Principal Meridian; thence West along the center line of 133rd Avenue, being the north line of said Section 28, to the intersection of the center line of the 133rd Avenue and the center line of the Norfolk Southern Railway Company (formerly New York Central Railroad) right-of-way; thence South along the center line of Norfolk Southern R.R. to the South line of the Northwest Quarter of said Section 28; thence West along the South line of the Northwest Quarter of said Section 28 a distance 712 feet, thence South along the East line of Northwest Quarter of the Southwest Quarter of said Section 28; thence West along the South line of said Northwest quarter of the Southwest Quarter to the West line of said Section 28; thence North along the West line of said Section 28 a distance of 895 feet; thence East a distance of 450 feet; thence North a distance of 444 feet to the North line of the Northwest Quarter of the Southwest Quarter of said Section 28; thence West along the North line of the Northwest Quarter of the Southwest Quarter of said Section 28 and continuing West along the South line of the Northeast Quarter of said Section 29, Township 34 North, Range 9 West of the Second Principal Meridian to the Southwest corner of the East Half of the Northeast Quarter of said Section 29; thence North Along the West line of said East Half of the Northeast Quarter of said Section 29; thence continuing North along the West line of the East Half of the Southeast Quarter of said Section 20, Township 34 North, Range 9 West of the Second Principal Meridian; thence continuing North along the West line of the East Half of the Northeast quarter of said Section 20 a distance of 700 feet; thence West a distance of 112 feet; thence North a distance of 628 feet to the South line of the Northwest Quarter of the Northeast Quarter of said Section 20; thence West along the South line of the Northwest Quarter of the Northeast Quarter of said Section 20 to the Southwest corner of said Northwest Quarter of the Northeast Quarter of said Section 20; thence North along West line of said Northwest Quarter of the Northeast Quarter of said Section 20 to the Northwest corner of the Northeast Quarter of Section 20 also being the Southwest corner of the Southeast Quarter of Section 17, Township 34 North, Range 9 West of the Second Principal Meridian; thence North along the West line of said Southeast Quarter to the North line of the South Half of said Southeast Quarter; thence East along the North line of said South Half of said Southeast Quarter of Section 17 a distance of 2,090 feet; thence South a distance of 505 feet; thence East a distance of 549 feet, thence South a distance of 95 feet; thence West a distance of 416 feet; thence South a distance of 418 feet, thence East a distance of 416 feet; thence South a distance of 97 feet; thence West a distance 416 feet; thence South a distance of 215 feet to the South line of the Southeast Quarter of said Section 17; thence East a distance of 416 feet to the Southeast corner of said Section 17, also being the Northwest corner of said Section 21 and being the Point of Beginning.

Ward 2



DISTRICT WARD NUMBER THREE

(See attached Exhibit "B-3")

Candidates

(RUN 2022 and 2026)

Beginning Northeast corner of Section 33, Township 34 North, Range 9 West of the Second Principal Meridian, in the Town of Cedar Lake, Lake County, Indiana; thence West along the North line of said Section 33 to the Northeast corner of the West Half of the Northeast Quarter of said Section 33; thence South along the East line of said West Half of the Northeast Quarter to the Southeast corner of said West Half of the Northeast Quarter; thence South along the East line of said West Half of the Southeast Quarter of said Section 33 a distance of 660 feet; thence West along the South line of the North Half of the North Half of the South Half of said Section 33 a distance of 2,653 feet; thence South a distance of 33 feet; thence West a distance of 1330 feet to the West line of said Section 33; thence North along the West line of said Section 33 a distance of 1,360 feet; thence North and East along the Northwest boundary line of parcel PIN 45-15-33-151-015.000-014 to the centerline of 141st Avenue, being the North line of said Section 33, thence East along the north line of Section 33 a distance of 235 feet to the intersection of 141st Avenue and the center line of the Norfolk Southern Railway Company (formerly New York Central Railroad) right-of-way; thence North along the center line of Norfolk Southern R.R. to the intersection of the center line of the 133rd Avenue; thence East along the center line of the 133rd Avenue to the intersection of the center line of the 133rd Avenue and of Parrish Avenue; South along the center line of Parrish Avenue to the intersection of the center line of Parrish Avenue and the center line of 137th Avenue; thence East along the center line of 137th Avenue to the intersection of the center line of 137th Avenue and the center line of the CSX Transportation (formerly Monon Railroad) right-of-way; thence Northerly along the center line of the CSX R.R. to the intersection of the CSX R.R. and the center line of Lake Shore Drive; thence Northeasterly along the center line of Lake Shore Drive to the intersection of Lake Shore Drive and the center line of Cline Avenue, being on the East line of Section 22, Township 34 North, Range 9 West of the Second Principal Meridian; thence South along the East line of said Section 22 and continuing South along the East line of Section 27, Township 34 North, Range 9 West, to the Southeast corner of said Section 27; thence West along the South line of said Section 27 to the center line of Lauerma Street; thence South along the to the center line of Lauerma Street to the intersection of the center line of Lauerma Street and the center line of 142nd Avenue; thence West along the center line of 142nd Avenue to the center line of the CSX Transportation (formerly Monon Railroad) right-of-way; thence North along the center line of the CSX R.R. to the intersection of the CSX R.R. and the center line of 141st Avenue; thence West along the center line of 141st Avenue to the intersection of the center line of 141st Avenue and the center line of Cottage Grove Avenue; thence South along the center line of Cottage Grove Avenue to the intersection of the center line of Cottage Grove Avenue and the center line of 141st Place; thence West along the center line of 141st Place to the intersection of the center line of 141st Place and the center line of Highland Street; thence North along the center line of Highland Street to the intersection of the center line of Highland Street and the center line of 141st Avenue; thence West along the center line 141st Avenue to the intersection of the center line of 141st Avenue and the center line of Parrish Avenue, also being the Northeast corner of Section 33 and being the Point of Beginning.

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EXHIBIT

B-3

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DISTRICT WARD NUMBER FOUR

(See attached Exhibit "B-4")

Candidates

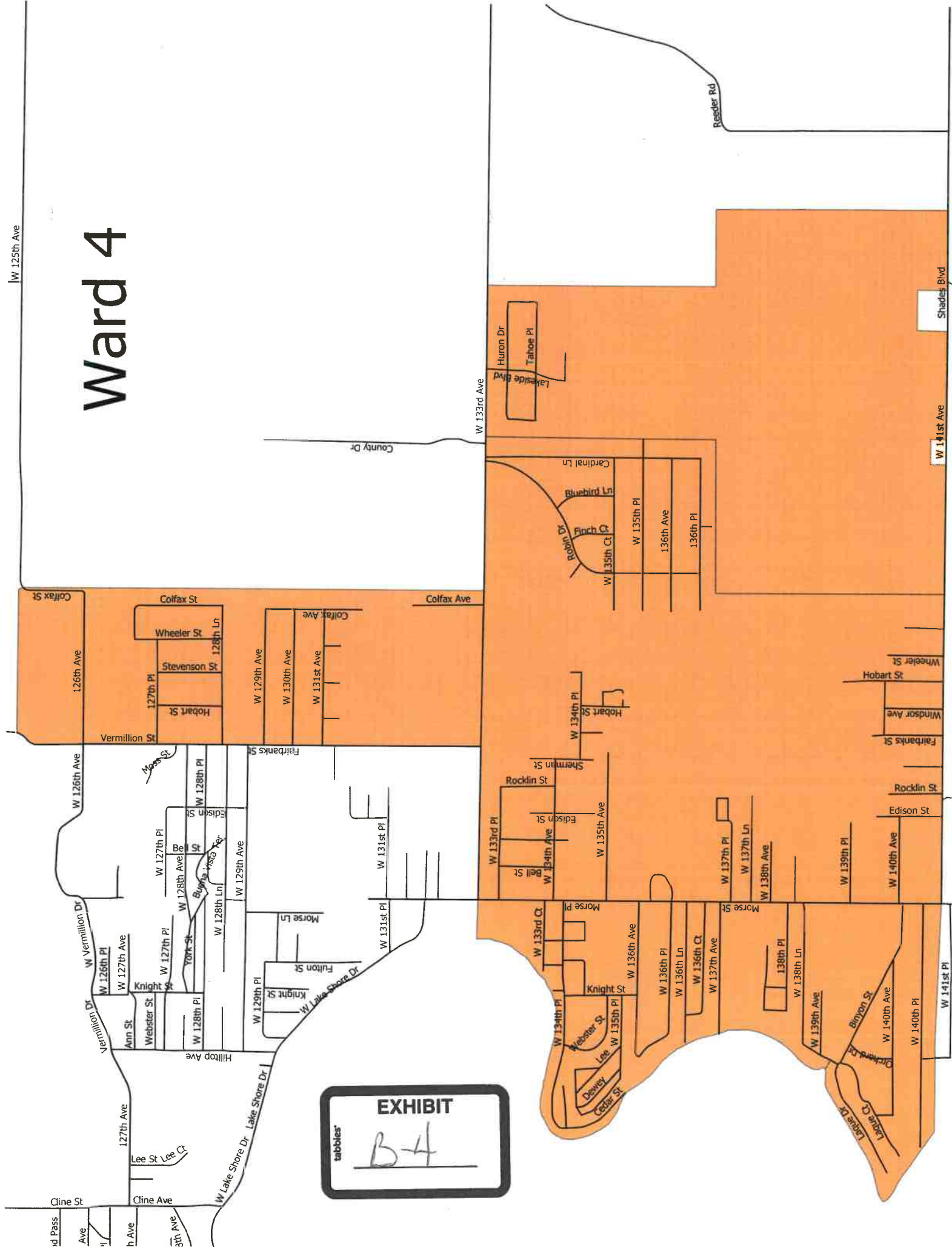
(RUN 2023 and 2027)

Beginning at the Northeast Corner of Section 23, Township 34 North, Range 9 West of the Second Principal Meridian, in the Town of Cedar Lake, Lake County, Indiana; thence South along the East line of said Section 23 to the center line of 133rd Avenue; thence East along the North line of Section 25, Township 34 North, Range 9 West of the Second Principal Meridian, to the Northeast corner of the Northwest Quarter of said Section 25; thence South along the center line of Section 25 to the Southeast corner of the Southwest Quarter of said Section 25; thence West along the South line of Sections 25 and 26, Township 34 North, Range 9 West of the Second Principal Meridian, to the Southeast corner of said Section 26; thence North along the West line of Section 26 to the Northwest corner of said Section 26; thence East along the North line of Section 26 to the intersection of 133rd Avenue and Fairbanks St.; thence North along the center line of Fairbanks St. and continuing north to the north line of said Section 23; thence east along the north line of said Section 23 to the Point of Beginning.

Excluding parcels: PIN 45-15-25-300-002.000-041, 45-15-25-300-001.000-041, 45-15-25-300-004.000-041, 45-15-25-376-001.000-041, 45-15-25-376-003.000-041 and 45-15-25-376-002.000-041, along 141st Avenue.

W 125th Ave

Ward 4



DISTRICT WARD NUMBER FIVE
(See attached Exhibit "B-5")

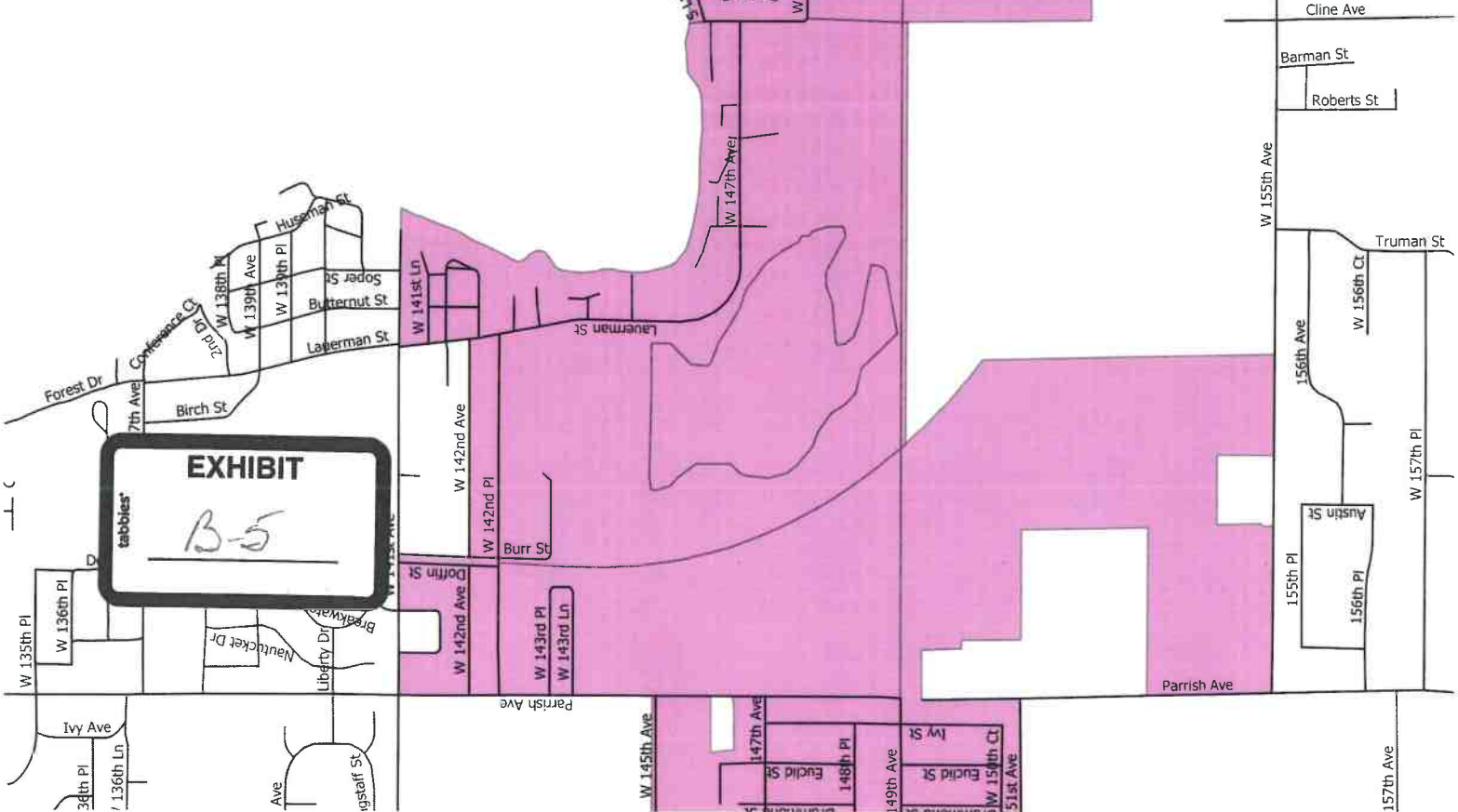
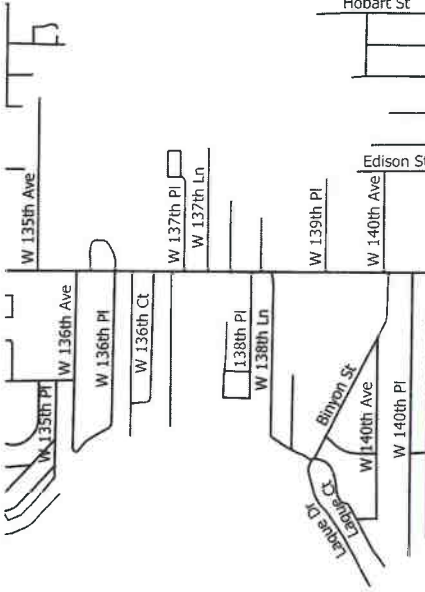
Candidates
(RUN 2023 and 2027)

Beginning at the Northeast corner of Section 35, Township 34 North, Range 9 West of the Second Principal Meridian, in the Town of Cedar Lake, Lake County, Indiana; thence South along the West line of said Section 35 to the Northwest corner of Heather Crest Estates, Second Addition as recorded in Plat Book 47, Page 155 in the Office of the Lake County Recorder; thence East along the North line of said Heather Crest Estates, Second Addition to the Northeast corner thereof; thence Southeasterly along two Easterly lines of Heather Crest Estates, Second Addition to the Easterly most corner; thence continuing Southwesterly along the boundary of Heather Crest Estates, Second Addition to an interior corner; thence continuing Southeasterly along the boundary of Heather Crest Estates, Second Addition to a corner at the center line of Reeder Road; thence Southwesterly along the center line of Reeder Road to the intersection with the East line of said Section 35; thence South along the East line of said Section 35 to the Southeast corner said Section 35 also being the Northwest corner of Section 1, Township 33 North, Range 9 West of the Second Principal Meridian; thence East along the North line of said Section 1 to the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 1; thence South to the Southeast corner of said Northwest Quarter of the Northeast Quarter of Section 1; thence West to the Southwest corner of said Northwest Quarter of the Northeast Quarter of Section 1; thence South to the Southeast corner of the Northwest Quarter of said Section 1; thence West along the South line of the Northwest Quarter a distance of 2,215 feet also being along the Southerly line of parcel identified as PIN 45-19-01-101-001.000-058; thence Northwesterly meandering along the West line to the Northwest corner of said parcel PIN 45-19-01-101-001.000-058 ; thence West along the North line of Section 2, Township 33 North, Range 9 West of the Second Principal Meridian to the Northeast corner of the Northwest Quarter of said Section 2; thence South to the Southeast corner of said Northwest Quarter of Section 2; thence West to the Southeast corner of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of said Section 2; thence North to the Northeast corner of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of said Section 2; thence West to the West line of said Section 2; thence North along the West line of said Section 2 to the Northwest corner of Said Section 2; thence West along the North line of Section 3, Township 33 North, Range 9 West of the Second Principal Meridian to the intersection of the North line of said Section 3 and the West line of the CSX Transportation (formerly Monon Railroad) right-of-way; thence Southeasterly along the West line of said right-of-way to its intersection with the East line of the West Half of said Section 3; Thence South along said East line to the center line of 155th Avenue; thence West to the Southeast corner of parcel identified as PIN 45-19-03-326-002.000-037; thence North to the Northeast corner of said parcel PIN 45-19-03-326-002.000-037; thence West to the Northwest corner of said parcel PIN 45-19-03-326-002.000-037; thence South along the West line of said parcel to a point on the Northwesterly line of parcel identified as PIN 45-19-03-326-003.000-037; thence Southwest and South to the Southwest corner of said parcel PIN 45-19-03-326-003.000-037 at the center line of 155th Avenue; thence West along said center line of 155th Avenue to the center line of Parrish Avenue; thence North along the center line of Parrish Avenue to the Northwest corner of the Southwest Quarter of said Section 3; thence East to the Southeast corner of the Southwest Quarter of the Northwest Quarter of said Section 3; thence North to the Northeast Corner of the Southwest Quarter of the Northwest Quarter of said Section 3; thence West to the Southeast corner of parcel

identified as PIN 45-19-03-100-001.000-037; thence North 600 feet to a corner; thence West 70 feet to a corner; thence North to the Northeast corner of said parcel PIN 45-19-03-100-001.000-037; thence West 400 feet to the center line of Parrish Avenue; thence South along the center line of Parrish Avenue to the North line of the Southeast Quarter of the Northwest Quarter of Section 4, Township 33 North, Range 9 West of the Second Principal Meridian; thence West along said North line to the Southwest corner of the Northeast Quarter of the Northeast Quarter of said Section 4; thence North along the West line of said Northeast Quarter of the Northeast Quarter to the North line of said Section 4; thence continuing North along the West line of the East Half of the Southeast Quarter of Section 33, Township 34 North, Range 9 West of the Second Principal Meridian to the North line of the Southeast Quarter of said Section 33; thence East along the North line of the Southeast Quarter of said Section 33 to the centerline of Parrish Ave.; thence North along the center line of Parrish Avenue to the center line of 141st Avenue; thence East along the center line 141st Avenue to the intersection of the center line of Highland Street and the center line of 141st Avenue; thence South along the of the center line of Highland Street to the intersection of the center line of Highland Street and the center line of 141st Place; thence East along the center line of 141st Place to the intersection of the center line of 141st Place and the center line of Cottage Grove Avenue; thence North along the center line of Cottage Grove Avenue to the intersection of the center line of Cottage Grove Avenue and the center line of 141st Avenue; thence East along the center line of 141st Avenue to the intersection of the center line of 141st Avenue and the center line of the CSX Transportation (formerly Monon Railroad) right-of-way; thence South along the center line of the CSX R.R. to the intersection of the CSX R.R. and the center line of 142nd Avenue; thence East along the center line of 142nd Avenue to the intersection of 142nd Avenue and the center line of Lauerman Street; thence North along the center line of Lauerman Street to the South line of Section 27, Township 34 North, Range 9 West of the Second Principal Meridian; thence East along the South line of said Section 27 to the Southeast corner of said Section 27 also being the Northwest corner of said Section 35; thence East along the North line of said Section 35 to the Northeast corner of said Section 35 being the Point of Beginning.

Ward 5

W 135th Ave	W 135th Pl	W 135th Pl	W 135th Pl
W 136th Ave	W 136th Pl	W 136th Pl	W 136th Pl
W 137th Ave	W 137th Pl	W 137th Pl	W 137th Pl
W 138th Ave	W 138th Pl	W 138th Pl	W 138th Pl
W 139th Ave	W 139th Pl	W 139th Pl	W 139th Pl
W 140th Ave	W 140th Pl	W 140th Pl	W 140th Pl
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W 156th Ave	W 156th Pl	W 156th Pl	W 156th Pl
W 157th Ave	W 157th Pl	W 157th Pl	W 157th Pl



AT LARGE DISTRICT WARD (RUN 2023 and 2027)

Beginning Northeast corner of Section 33, Township 34 North, Range 9 West of the Second Principal Meridian, in the Town of Cedar Lake, Lake County, Indiana; thence West along the North line of said Section 33 to the Northeast corner of the West Half of the Northeast Quarter of said Section 33; thence South along the East line of said West Half of the Northeast Quarter to the Southeast corner of said West Half of the Northeast Quarter; thence South along the East line of said West Half of the Southeast Quarter of said Section 33 a distance of 660 feet; thence West along the South line of the North Half of the North Half of the South Half of said Section 33 a distance of 2,653 feet; thence South a distance of 33 feet; thence West a distance of 1330 feet to the West line of said Section 33; thence North along the West line of said Section 33 a distance of 1,360 feet; thence North and East along the Northwest boundary line of parcel PIN 45-15-33-151-015.000-014 to the centerline of 141st Avenue, being the North line of said Section 33, thence East along the north line of Section 33 a distance of 235 feet to the intersection of 141st Avenue and the center line of the Norfolk Southern Railway Company (formerly New York Central Railroad) right-of-way; thence North along the center line of Norfolk Southern R.R. to the intersection of the center line of the South line of the Northwest Quarter of Section 28, Township 34 North, Range 9 West of the Second Principal Meridian; thence West along the South line of the Northwest Quarter of said Section 28, a distance 712 feet, thence South along the East line of Northwest Quarter of the Southwest Quarter of said Section 28; thence West along the South line of said Northwest quarter of the Southwest Quarter to the West line of said Section 28; thence North along the West line of said Section 28 a distance of 895 feet; thence East a distance of 450 feet; thence North a distance of 444 feet to the North line of the Northwest Quarter of the Southwest Quarter of said Section 28; thence West along the North line of the Northwest Quarter of the Southwest Quarter of said Section 28 and continuing West along the South line of the Northeast Quarter of Section 29, Township 34 North, Range 9 West of the Second Principal Meridian to the Southwest corner of the East Half of the Northeast Quarter of said Section 29; thence North Along the West line of said East Half of the Northeast Quarter of Section 29; thence continuing North along the West line of the East Half of the Southeast Quarter of Section 20, Township 34 North, Range 9 West of the Second Principal Meridian; thence continuing North along the West line of the East Half of the Northeast quarter of said Section 20 a distance of 700 feet; thence West a distance of 112 feet; thence North a distance of 628 feet to the South line of the Northwest Quarter of the Northeast Quarter of said Section 20; thence West along the South line of the Northwest Quarter of the Northeast Quarter of said Section 20 to the Southwest corner of said Northwest Quarter of the Northeast Quarter of said Section 20; thence North along West line of said Northwest Quarter of the Northeast Quarter of said Section 20 to the Northwest corner of the Northeast Quarter of Section 20 also being the Southwest corner of the Southeast Quarter of Section 17, Township 34 North, Range 9 West of the Second Principal Meridian; thence North along the West line of said Southeast Quarter to the North line of the South Half of said Southeast Quarter; thence East along the North line of said South Half of said Southeast Quarter of Section 17 a distance of 2,090 feet; thence South a distance of 505 feet; thence East a distance of 549 feet, thence South a distance of 95 feet; thence West a distance of 416 feet; thence South a distance of 418 feet, thence East a distance of 416 feet; thence South a distance of 97 feet; thence West a distance 416 feet; thence South a distance of 215 feet to the South line of the Southeast Quarter of said Section 17; thence East a distance of 416 feet to the Southeast corner of said Section 17, also being the Northwest corner of Section 21, Township 34 North, Range 9 West of the Second Principal Meridian; thence

East along the North line of said Section 21, a distance of 1,850 feet to the southwest corner of parcel PIN 45-15-16-378-005.000-014; thence along the West, North and East parcels lines of said PIN to the Southeast corner thereof; thence continuing East along the North line of said Section 21 and continuing East along the North line of Section 22, Township 34 North, Range 9 West of the Second Principal Meridian to the Northeast corner of said Section 22, also being the Northwest corner of Section 23, Township 34 North, Range 9 West of the Second Principal Meridian; thence East along the North line of said Section 23 to the West line of parcel identified as PIN 45-15-14-376-004.000-043; thence North to a corner point of said parcel PIN 45-15-14-376-004.000-043 on the south right-of-way line of 124th Avenue; thence East along the south right-of-way line of 124th Avenue to a corner point of said parcel PIN 45-15-14-376-004.000-043 ; thence North to the Northwest most corner of said parcel PIN 45-15-14-376-004.000-043; thence East along the North line of said parcel PIN 45-15-14-376-004.000-043 and continuing East along the North line of parcel PIN 45-15-14-376-005.000-043 to the Northeast corner thereof; thence South to the Southeast corner of said parcel PIN 45-15-14-376-005.000-043 point being on the North line of said Section 23; thence East along the North line of said Section 23 to the Northeast corner of said Section 23; thence South along the East line of said Section 23 to the Southeast corner of said Section 23 also being the Northwest corner of Section 25, Township 34 North, Range 9 West of the Second Principal Meridian; thence East along the North line of said Section 25, to the Northeast corner of the Northwest Quarter of said Section 25; thence South along the center line of said Section 25 to the Southeast corner of the Southwest Quarter of said Section 25; thence West along the South line of said Section 25 to the Southwest corner of said Section 25 also being the Northeast corner of Section 35, Township 34 North, Range 9 West of the Second Principal Meridian; thence South along the West line of said Section 35 to the Northwest corner of Heather Crest Estates, Second Addition as recorded in Plat Book 47, Page 155 in the Office of the Lake County Recorder; thence East along the North line of said Heather Crest Estates, Second Addition to the Northeast corner thereof; thence Southeasterly along two Easterly lines of Heather Crest Estates, Second Addition to the Easterly most corner; thence continuing Southwesterly along the boundary of Heather Crest Estates, Second Addition to an interior corner; thence continuing Southeasterly along the boundary of Heather Crest Estates, Second Addition to a corner at the center line of Reeder Road; thence Southwesterly along the center line of Reeder Road to the intersection with the East line of said Section 35; thence South along the East line of said Section 35 to the Southeast corner said Section 35 also being the Northwest corner of Section 1, Township 33 North, Range 9 West of the Second Principal Meridian; thence East along the North line of said Section 1 to the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 1; thence South to the Southeast corner of said Northwest Quarter of the Northeast Quarter of Section 1; thence West to the Southwest corner of said Northwest Quarter of the Northeast Quarter of Section 1; thence South to the Southeast corner of the Northwest Quarter of said Section 1; thence West along the South line of the Northwest Quarter a distance of 2,215 feet also being along the Southerly line of parcel identified as PIN 45-19-01-101-001.000-058; thence Northwesterly meandering along the West line to the Northwest corner of said parcel PIN 45-19-01-101-001.000-058 ; thence West along the North line of Section 2, Township 33 North, Range 9 West of the Second Principal Meridian to the Northeast corner of the Northwest Quarter of said Section 2; thence South to the Southeast corner of said Northwest Quarter of Section 2; thence West to the Southeast corner of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of said Section 2; thence North to the Northeast corner of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of said Section 2; thence West to the West line of said Section 2; thence North along the

West line of said Section 2 to the Northwest corner of Said Section 2; thence West along the North line of Section 3, Township 33 North, Range 9 West of the Second Principal Meridian to the intersection of the North line of said Section 3 and the West line of the CSX Transportation (formerly Monon Railroad) right-of-way; thence Southeasterly along the West line of said right-of-way to its intersection with the East line of the West Half of said Section 3; Thence South along said East line to the center line of 155th Avenue; thence West to the Southeast corner of parcel identified as PIN 45-19-03-326-002.000-037; thence North to the Northeast corner of said parcel PIN 45-19-03-326-002.000-037; thence West to the Northwest corner of said parcel PIN 45-19-03-326-002.000-037; thence South along the West line of said parcel to a point on the Northwesterly line of parcel identified as PIN 45-19-03-326-003.000-037; thence Southwest and South to the Southwest corner of said parcel PIN 45-19-03-326-003.000-037 at the center line of 155th Avenue; thence West along said center line of 155th Avenue to the center line of Parrish Avenue; thence North along the center line of Parrish Avenue to the Northwest corner of the Southwest Quarter of said Section 3; thence East to the Southeast corner of the Southwest Quarter of the Northwest Quarter of said Section 3; thence North to the Northeast Corner of the Southwest Quarter of the Northwest Quarter of Section 3; thence West to the Southeast corner of parcel identified as PIN 45-19-03-100-001.000-037; thence North 600 feet to a corner; thence West 70 feet to a corner; thence North to the Northeast corner of said parcel PIN 45-19-03-100-001.000-037; thence West 400 feet to the center line of Parrish Avenue; thence South along the center line of Parrish Avenue to the North line of the Southeast Quarter of the Northwest Quarter of Section 4, Township 33 North, Range 9 West of the Second Principal Meridian; thence West along said North line to the Southwest corner of the Northeast Quarter of the Northeast Quarter of said Section 4; thence North along the West line of said Northeast Quarter of the Northeast Quarter to the North line of said Section 4; thence continuing North along the West line of the East Half of the Southeast Quarter of said Section 33, to the North line of the Southeast Quarter of said Section 33; thence East along the North line of the Southeast Quarter of said Section 33 to the centerline of Parrish Ave.; thence North along the center line of Parrish Avenue to the center line of 141st Avenue also being the Northeast corner of Section 33 and being the Point of Beginning.

Including parcel PIN 45-19-02-228-003.000-058.

Excluding parcels: PIN 45-15-33-400-004.000-013 as shown on Plat of Survey recorded in Survey Book 10, Page 71 and parcel PIN 45-15-33-400-007.000-013 as shown on Plat of Survey recorded in Survey Book 11, Page 36.

Excluding parcels: PIN 45-15-25-300-002.000-041, 45-15-25-300-001.000-041, 45-15-25-300-004.000-041, 45-15-25-376-001.000-041, 45-15-25-376-003.000-041 and 45-15-25-376-002.000-041, along 141st Avenue.

SECTION TWO: That the terms and provisions of I.C. §36-5-2-4.1, §36-5-2-5, and all other provisions of the Indiana Code, as amended related to Town Ward Boundary Districts and Election of Town Officers, are incorporated herein and made a part hereof, as permitted by I.C. §36-5-2-4.1(k).

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

SECTION FOUR: If any section, clause, provision or portion of this Ordinance and these Regulations 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 and these Regulations.

SECTION FIVE: 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 filing in conformance with applicable law.

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

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

Randell C. Niemeyer, Town Council President

Richard Sharpe, Town Council Vice-President

Robert H. Carnahan, Town Council Member

John C. Foreman, Town Council Member

Colleen Schieben, Town Council Member

Ralph Miller, Town Council Member

Julie A. Rivera, Town Council Member

ATTEST:

Jennifer N. Sandberg, IAMC,
Clerk-Treasurer

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO: 1426

**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"), seeks to file and process a Petition for Voluntary Annexation to the Town of Cedar Lake (hereinafter, the "Town"); and

WHEREAS, the Town Council has reviewed the Petition for Annexation to the Town of Cedar Lake for annexation of approximately 40 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 to 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 and development 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 by the Petitioner 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 of the Town of Cedar Lake, Lake County, Indiana, has established a Fiscal Plan by its approval of Town Resolution No. 1313 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 by the Petitioner.
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; and

5. The furnishing of services of a capital nature by the Petitioner, including street construction, street lighting, sewer facilities, water facilities, and stormwater drainage facilities, which will be provided by 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 similar 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 attached Exhibit "A" hereto, 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 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 attached Exhibit "A" hereto shall be annexed with an Agriculture Zoning District Classification for the property.

SECTION FOUR: That the parcel of real estate brought to be annexed will be assigned to Ward 5 as a voting district in the Town of Cedar Lake, Lake County, Indiana, pursuant to the applicable 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 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: 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, the Petitioner Commitments in the Petition, approval Fiscal Plan, and this

Ordinance, as well as in the Petition for Voluntary Annexation 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, Councilmember

Colleen Schieben, Councilmember

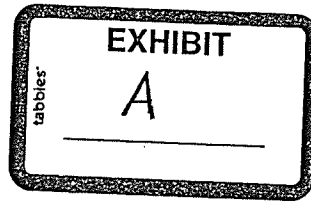
Ralph Miller, Councilmember

Julie A. Rivera, Councilmember

John C. Foreman, Councilmember

ATTEST:

Jennifer N. Sandberg, IAMC
Clerk Treasurer



The South Half of the Northeast Quarter of the Southwest Quarter of Section 3, Township 33 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, except a part described as follows: Commencing at the Southwest corner of said tract; thence East along the South line of said tract 550.0 feet; thence North and parallel with the West line of said tract 600.0 feet; thence West and parallel with the South line of said tract 550.0 feet to the West line of said tract; thence South along said West line 600.0 feet to the point of beginning.
Parcel 2:

The Northwest Quarter of the Southwest Quarter of Section 3, Township 33 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, EXCEPT that part of the following described real estate lying within the Northwest Quarter of the Southwest Quarter of said Section 3, described as follows: A part of the North Half of the Southwest Quarter of Section 3, Township 33 North, Range 9 West of the 2nd Principal Meridian, more particularly described as follows: Commencing at a point on the South line of said tract a distance of 1294 feet East of the West line of said tract; thence due North perpendicular to said South line a distance of 90.0 feet; thence North 37 degrees 18 minutes 30 seconds East a distance of 100.63 feet; thence North 86 degrees 9 minutes 30 seconds East a distance of 59.14 feet; thence due South a distance of 174.0 feet to the South line of said North Half of the Southwest Quarter; thence due West along said South line a distance of 120.0 feet to the point of beginning in Lake County, Indiana.
Parcel 3:

The Southeast Quarter of the Northwest Quarter of Section 3, Township 33 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana.
Parcel 4:

The North Half of the Northeast Quarter of the Southwest Quarter of Section 3, Township 33 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana.

45-19-03-100-005.000-037

15135 PARNATH AVE., LOWELL, IN 46356

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

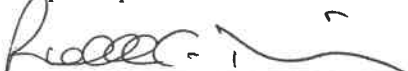
Property Owner(s) Information	Petitioner(s) Information (If different than owner.)
Name(s) TOWN OF CEDAR LAKE	Name(s) TOWN OF CEDAR LAKE
Mailing Address P.O. BOX 707	Mailing Address P.O. BOX 707
City, State, Zip CEDAR LAKE, IN 46303	City, State, Zip CEDAR LAKE, IN 46303
Phone 219-374-7000	Phone 219-374-7000
Alternate Phone	Alternate Phone
Fax	Fax

Engineer(s) Information
Name(s) Christopher B. Burke Engineering, Ltd. (CBBEL)
Mailing Address 2100 N. Main St.
City, State, Zip Crown Point, IN 46307
Phone 219-663-3410
Alternate Phone
Fax

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):

**Town of Cedar Lake, Lake County, Indiana,
a Municipal Corporation**

By: 
Randall C. Niemeyer, Town Council President

ATTEST: 
Jennifer N. Sandberg, I.A.M.C.
Town Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Subscribed and sworn to before me this 14 day of July, 2022.

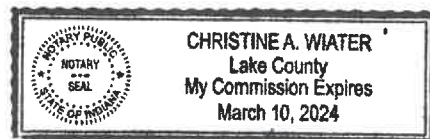
Christine A. Wiater
Notary Public
My Commission Expires March 10, 2024


Signature of Petitioner(s)

Signature of Owner(s):

**Town of Cedar Lake, Lake County, Indiana,
a Municipal Corporation**

By: 
Randall C. Niemeyer, Town Council President



ATTEST: 
Jennifer N. Sandberg, I.A.M.C.
Town Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Subscribed and sworn to before me this 14 day of July, 2022.



CHRISTINE A. WIATER
Lake County
My Commission Expires
March 10, 2024

Christine A. Wiater
Notary Public
My Commission Expires March 10, 2024

PREMISES AFFECTED

Common Address: 15135 Parrish Ave.

Legal Description: See Attached Exhibit "A"

Acres: _____

City/ Town, State/ Zip: Lowell, IN 46356

TIF District: Yes / No Airspace Zone: N/A Flood Zone: N/A

Present Zoning District: _____ Description: _____ Attached Ordinance: Yes/ No

Use of Premises: _____

Use and Zoning of Adjacent Properties:

North: _____ Zoned: _____

South: _____ Zoned: _____

East: _____ Zoned: _____

West: _____ Zoned: _____

ATTACHMENT A: DETAILED STATEMENTS OF REASONS

What is the purpose for this Annexation Request?

The above property needs to be annexed into Cedar Lake Town limits in order to use said property for the dredging of the Lake Ecosystem Project.

What is the Proposed Development for this Property?

This property will be used to develop a dewatering facility for purposes of removing dredged water and waste materials for the Lake for its Lake Ecosystem Restoration Project.

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? 40 What will be the density per acre? None for the initial public use
- 2) How many square feet of Commercial Structures? None/unknown How many feet of Industrial Structures? None/Unknown
- 3) How many acres of dedicated park land is anticipated? Upon completion, 0 to 40A(+/-)
- 4) How many acres of detention/ retention will be provided? Unknown
- 5) Are the detention/ retention areas the same as the dedicated park lands? Not known presently
- 6) How many linear feet of new-dedicated roads are anticipated? Not known presently
- 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? (circle 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, wetlands, mineral rights, conservation easements, etc.)
None. This parcel is agricultural in use.

- 9) What is the anticipated total wastewater flow intending to be new to the Cedar Lake Sanitary Sewer Collection System? Unknown (Note: for design purposes a standard of 300 gallons per day per unit is used for residential; commercial and industrial uses are designed at 3 residential equivalents per unit per day)
- 10) How many linear feet of Stormwater sewers are anticipated? Unknown
- 11) What is the anticipated completion date for the total build-out of the entire property intended to be annexed? Unknown
- 12) Is the contiguous boundary also a public road? Yes / No If yes. Who currently controls the maintenance of the road? Lake County What is the current condition? Poor
- 13) Do you plan on improving this boundary road as part of the project? Yes / No
- 14) How is the potable water supply for this area going to be handled?
None at Present

Please attach the following items with this petition:

- a) Legal description of all parcels contained within this proposal. (See attached)
- b) Concept or Site Plan for site. (ten copies)
- c) Area Map at ½ mile radius. (ten copies)
- d) Vicinity Map of site adjacent/ adjoining properties with owner's addresses. (one copy)
- e) List of Adjacent Property Owners. (either Township assessor or County Auditor) (y)
- f) Affidavit and Consent of Property Owner(s). (one copy)
- g) Application fee of \$400.00 per Ordinance 496, Title XXXII-Fees, H., page 188. (Repealed)
- h) The petitioner may be responsible for other fees and charges due to legal notices, adjacent property owner notices, and special meeting public hearings fees.
- i) The petitioner may also be responsible for certifying compliance to notice requirements.

FOR OFFICE USE ONLY			
Date Received:	_____	Fee Paid:	_____
Adjacent Council Ward Assignment:	_____		
Received By:	_____		
Application Forwarded To:	_____		
Petition Distributed To:	Parks Department _____	Fire Department _____	Public Works _____
	Stormwater Board _____	Town Engineer _____	Clerk-Treasurer _____
	Town Attorney _____	Redevelopment Commission _____	
	Planning Commission _____	Town Council _____	
Initialed By:	_____		

Plan Commission Recommendation: _____ Favorable _____ Unfavorable _____ No Recommendation
Conditions:

Signed By: Plan Commission President _____.

Recording Secretary _____.

ANNEXATION TIMELINE
(PUT COPY OF LAW IN FILE)

FILE NAME: CL/TOWN
40-ACRE PARCEL FROM DIAMOND PEAK
ANNEXATION

DATE	EVENT
7/____/22	INITIAL PETITION FILED BY PETITIONER
7/18/22	INTRODUCTORY/FIRST READING TOWN COUNCIL ANNEXATION, ORDINANCE NO. 1426 COUNCIL IN PUBLIC MEETING
7/20/22	DEADLINE TO SUBMIT NOTICE OF PUBLIC HEARING TO NEWSPAPERS
7/27/22	DEADLINE FOR PUBLICATION OF NOTICE OF PUBLIC HEARING
8/16/22	TOWN COUNCIL PUBLIC HEARING ON ANNEXATION ORDINANCE-APPROVAL OF FISCAL PLAN BY RESOLUTION NO. ***
9/6/22	TOWN COUNCIL ADOPTION OF ANNEXATION ORDINANCE (REGULAR PUBLIC MEETING) (Not earlier than 14 days after adoption)
9/9/22	DEADLINE TO SUBMIT NOTICE OF ADOPTION TO NEWSPAPERS
9/16/22	NOTICE OF ADOPTION PUBLICATION

-ANNEXATION BECOMES EFFECTIVE

ANNEXATION ORDINANCE TO BE RECORDED (10/6/22)

***CORRESPONDENCE TO ELECTION AND US CENSUS BUREAU
ENCLOSING PUBLISHED RECORDED ORDINANCE***

**TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA
RESOLUTION NO. 1313**

**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.**

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 of the Town of Cedar Lake, Lake County, Indiana, has reviewed said "Petition to be Annexed", and is informed and advised that said Petition satisfies the requirements 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 40 acres into the Town of Cedar Lake, Lake County, Indiana, as part of specific planned subdivision development and project; and

WHEREAS, the Town Council has determined that the Town is capable of providing all necessary and customary municipal services to the territory 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 Petitioners therefore.

SECTION TWO: That this Resolution shall take effect, and be in full force and effect from and after its approval.

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

Colleen Schieben, Councilmember

Ralph Miller, Councilmember

Julie A. Rivera, Councilmember

John C. Foreman, 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, namely:

(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 193.5 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 is sufficient to service the additional area to be annexed once development occurs. No additional costs will be incurred for fire protection of the annexed area.

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. No additional costs will be incurred for emergency medical services in the annexed area.

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 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 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 planning 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 school and educational facility development will be constructed and paid for in the course of development construction by the Town and Owner of the subject parcel pursuant to Development Project Agreement and for approved conditions under applicable Town Rules, Regulations, Codes, Ordinances and legal requirements. Water usage 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 development project parcel will be constructed and paid for in the course of development construction by the Owner and Petitioner of the subject development project parcel. Sanitary sewer usage 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 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 development project parcel. It is acknowledged that there will be property tax revenues generated from the annexation of the subject parcel, if approved, by the Town of Cedar Lake

FINANCIAL SUMMARY OF FISCAL IMPACT OF AREA TO BE ANNEXED

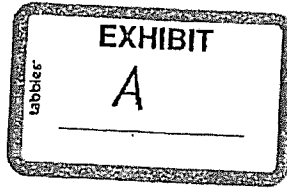
The estimated annual costs to service the area by the Town of Cedar Lake will be nominal in relationship to the 2022 (and thereafter) annual budget of the Town of Cedar Lake.

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 development parcel project and annexed area. The capital services, as required, will be funded by the payment of user taxes as the subject development project develops. All costs and expenses of development improvement herein will be the responsibility of the Owner and Petitioner, Cedar Lake 133, LLC.

HIRING DISPLACED GOVERNMENTAL EMPLOYEES

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



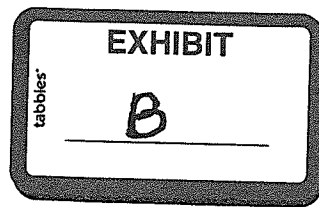
The South Half of the Northeast Quarter of the Southwest Quarter of Section 3, Township 33 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, except a part described as follows: Commencing at the Southwest corner of said tract; thence East along the South line of said tract 550.0 feet; thence North and parallel with the West line of said tract 600.0 feet; thence West and parallel with the South line of said tract 550.0 feet to the West line of said tract; thence South along said West line 600.0 feet to the point of beginning.

Parcel 2:
The Northwest Quarter of the Southwest Quarter of Section 3, Township 33 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, EXCEPT that part of the following described real estate lying within the Northwest Quarter of the Southwest Quarter of said Section 3, described as follows: A part of the North Half of the Southwest Quarter of Section 3, Township 33 North, Range 9 West of the 2nd Principal Meridian, more particularly described as follows: Commencing at a point on the South line of said tract a distance of 1294 feet East of the West line of said tract; thence due North perpendicular to said South line a distance of 90.0 feet; thence North 37 degrees 18 minutes 30 seconds East a distance of 100.63 feet; thence North 86 degrees 9 minutes 30 seconds East a distance of 59.14 feet; thence due South a distance of 174.0 feet to the South line of said North Half of the Southwest Quarter; thence due West along said South line a distance of 120.0 feet to the point of beginning in Lake County, Indiana.

Parcel 3:
The Southeast Quarter of the Northwest Quarter of Section 3, Township 33 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana.

Parcel 4:
The North Half of the Northeast Quarter of the Southwest Quarter of Section 3, Township 33 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana.

45-19-03-100-005.000-037
15135 Parnish Ave., Lowell, IN 46356



The South Half of the Northeast Quarter of the Southwest Quarter of Section 3, Township 33 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, except a part described as follows: Commencing at the Southwest corner of said tract; thence East along the South line of said tract 550.0 feet; thence North and parallel with the West line of said tract 600.0 feet; thence West and parallel with the South line of said tract 550.0 feet to the West line of said tract; thence South along said West line 600.0 feet to the point of beginning.

Parcel 2:

The Northwest Quarter of the Southwest Quarter of Section 3, Township 33 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, EXCEPT that part of the following described real estate lying within the Northwest Quarter of the Southwest Quarter of said Section 3, described as follows: A part of the North Half of the Southwest Quarter of Section 3, Township 33 North, Range 9 West of the 2nd Principal Meridian, more particularly described as follows: Commencing at a point on the South line of said tract a distance of 1294 feet East of the West line of said tract; thence due North perpendicular to said South line a distance of 90.0 feet; thence North 37 degrees 18 minutes 30 seconds East a distance of 100.63 feet; thence North 86 degrees 9 minutes 30 seconds East a distance of 59.14 feet; thence due South a distance of 174.0 feet to the South line of said North Half of the Southwest Quarter; thence due West along said South line a distance of 120.0 feet to the point of beginning in Lake County, Indiana.

Parcel 3:

The Southeast Quarter of the Northwest Quarter of Section 3, Township 33 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana.

Parcel 4:

The North Half of the Northeast Quarter of the Southwest Quarter of Section 3, Township 33 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana.

45-19-03-100-005.000-037

15135 PARNIAH AVE., LOWELL, IN 46356

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

RESOLUTION NO. 1315

AN ADDITIONAL APPROPRIATION

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

NOW, THEREFORE;

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

Fund Name: General Fund	AMOUNT	AMOUNT APPROVED
Department: Town Council	REQUESTED	BY FISCAL BODY
Major Budget Classification:	\$35,000.00	\$35,000.00
Other Services and Charges		
TOTAL for General Fund:	\$35,000.00	\$35,000.00
Fund Name: Cumulative Capital Development Fund		
Major Budget Classification:		
Capital Outlays	\$32,000.00	\$32,000.00
TOTAL for Cumulative Capital Development Fund:	\$32,000.00	\$32,000.00
Fund Name: RDA 2017 Refunding Bond		
Major Budget Classification:		
Debt Service	\$200.00	\$200.00
TOTAL for RDA 2017 Refunding Bond:	\$200.00	\$200.00
Fund Name: RDA 2017 A, B, & C Bonds		
Major Budget Classification:		
Debt Service	\$1,950.00	\$1,950.00
TOTAL for RDA 2017 A, B, & C Bonds:	\$1,950.00	\$1,950.00

Adopted this 16th day of August, 2022 by the Town Council of the Town of Cedar Lake, Lake County, Indiana

NAY

AYE

ATTEST:

Jennifer N. Sandberg, IAMC, CMC, CPFIM
Clerk-Treasurer

August 16, 2022

ALL TOWN FUNDS	\$192,753.53
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WASTEWATER OPERATING	\$237,403.55
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WATER UTILITY	\$57,665.87
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STORM WATER	\$1,241.34
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PAYROLL 8-4-2022	\$327,169.86
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JULY REMITTANCES	\$187,502.97
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July 29, 2022

Dear Members of the Cedar Lake Town Council,

On September 17, 2022 I have booked the clubhouse for my husband's 40th birthday party to celebrate with friends and family. I am writing to request the permittance of alcohol for the event. We will be having under 75 people, and would like to serve beer. The only minors that may be there should they rsvp, would be children of the guests. We have reserved a babysitter to watch over any of the young guests to ensure there would not be any possibility of any alcohol consumption getting in the wrong hands. I also plan on having a sign that says 21 or over only by the beer and will have it placed by my table, with myself and my mother in law and father in law taking turns keeping an eye on it as well. We will leave the clubhouse clean and orderly and will make sure that anyone who consumes alcohol does so in moderation.

Thank you so much for taking the time to read this and for your consideration.

Best regards,

Megan Tilton

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

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

*OFFICE USE ONLY

DOCKET NO. _____
FILING FEE \$50.00
RECEIPT NO. 610910

VARIANCE APPLICATION

PROPERTY ADDRESS: 9710 W 133RD AVE ZONING B-3
TAX KEY NUMBER(S): 45-15-21-476-011.000-014 & 45-15-21-476-012.000-014

PETITIONER(S) INFORMATION

NAME: NYBY DEVELOPMENT CORP. Phone: (219) 241-3373
ADDRESS: 1370 DUNE MEADOWS DR. Alt. Phone: _____
CITY, STATE, ZIP: PORTER, IN 46304 Email: DS2INVESTMENTS@YAHOO.COM

OWNER(S) INFORMATION

NAME: NYBY DEVELOPMENT CORP. Phone: (219) 241-3373
ADDRESS: 1370 DUNE MEADOWS DR. Alt. Phone: _____
CITY, STATE, ZIP: PORTER, IN 46304 Email: DS2INVESTMENTS@YAHOO.COM

REQUEST (check all that apply):

- ☒ DEVELOPMENTAL VARIANCE (see page 3)
☐ USE VARIANCE (see page 4)
☐ SPECIAL EXCEPTION/SPECIAL USE (see page 5)
☐ APPEAL (see page 6)

DESCRIBE THE VARIANCE REQUEST:

-Reduction in lot size from 40,000 SF to 23,958 SF.

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

[Signature]

Signature(s) of Owner(s)

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Subscribed and sworn to before me on this 2nd day of

JUNE, 2022

[Signature]
Notary Public

My Commission expires: 2-18-2030

Signature(s) of Petitioner(s)

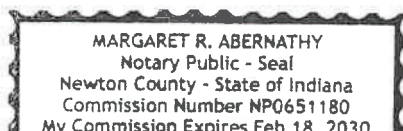
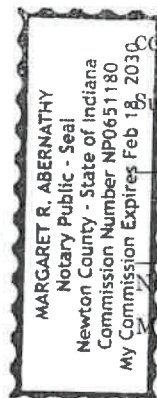
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Subscribed and sworn to before me on this _____ day of

_____, 20____.

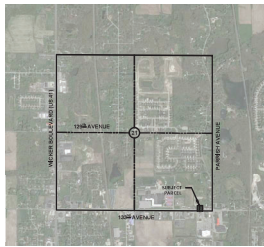
Notary Public

My Commission expires: _____



NORTH
Nby Commercial Subdivision Preliminary Plat

20 10 0 20
SCALE - FEET



Not to Scale

Property Address
9710 W. 133rd Avenue, Cedar Lake, Indiana 46303

Property Legal Description

PART 1
PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF SAID SECTION 21 AT A POINT 330.00 FEET WEST OF THE SOUTHWEST CORNER THEREOF; THENCE WESTERLY ON SAID SOUTH LINE 100 FEET; THENCE NORTHEASTLY PARALLEL WITH THE EAST LINE OF SAID SECTION 21, 180 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID SECTION 21, 100 FEET; THENCE SOUTHWESTERLY 180 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

PART 2
PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF SAID SECTION 21 AT A POINT 330.00 FEET WEST OF THE SOUTHWEST CORNER THEREOF; THENCE WESTERLY ON SAID SOUTH LINE 100 FEET; THENCE NORTHEASTLY PARALLEL WITH THE EAST LINE OF SAID SECTION 21, 180 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID SECTION 21, 100 FEET; THENCE SOUTHWESTERLY 180 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

EXCEPT FROM THE ABOVE 2 PARCELS THAT PART DEED TO THE TOWN OF CEDAR LAKE IN OUT-CLAIM DEED RECORDED MAP NO. 2004 AS DOCUMENT NO. 2004-01886.

General Notes

1. Existing Property Information
Parcel Number: 45-15-21-476-012-000-014
Parcel Area: 0.55 Acres
Improvement Area: 0.56 Acres (10,984)
Open Space Area: 0.49 Acres (89,186)
2. Boundary Information shown per subdivision plat compiled by McMAHON Associates.
3. Study of existing area determined as South 89° 19' 10" East on the south line of the southwest quarter of Section 21.
4. Flood zones shown per FEMA Flood Map Service Center. The accuracy of any flood hazard data shown on this report is based on the most recent data available and is not a guarantee of accuracy or completeness. Flood zones are shown for informational purposes only and are not to be used for insurance purposes.
5. The utilities shown in plan are indicated in accordance with available records and field evidence and include: 811, T&E, No. 21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-1099-1100-1101-1102-1103-1104-1105-1106-1107-1108-1109-1110-1111-1112-1113-1114-1115-1116-1117-1118-1119-1120-1121-1122-1123-1124-1125-1126-1127-1128-1129-1130-1131-1132-1133-1134-1135-1136-1137-1138-1139-1140-1141-1142-1143-1144-1145-1146-1147-1148-1149-1150-1151-1152-1153-1154-1155-1156-1157-1158-1159-1160-1161-1162-1163-1164-1165-1166-1167-1168-1169-1170-1171-1172-1173-1174-1175-1176-1177-1178-1179-1180-1181-1182-1183-1184-1185-1186-1187-1188-1189-1190-1191-1192-1193-1194-1195-1196-1197-1198-1199-1200-1201-1202-1203-1204-1205-1206-1207-1208-1209-1210-1211-1212-1213-1214-1215-1216-1217-1218-1219-1220-1221-1222-1223-1224-1225-1226-1227-1228-1229-1230-1231-1232-1233-1234-1235-1236-1237-1238-1239-1240-1241-1242-1243-1244-1245-1246-1247-1248-1249-1250-1251-1252-1253-1254-1255-1256-1257-1258-1259-1260-1261-1262-1263-1264-1265-1266-1267-1268-1269-1270-1271-1272-1273-1274-1275-1276-1277-1278-1279-1280-1281-1282-1283-1284-1285-1286-1287-1288-1289-1290-1291-1292-1293-1294-1295-1296-1297-1298-1299-1300-1301-1302-1303-1304-1305-1306-1307-1308-1309-1310-1311-1312-1313-1314-1315-1316-1317-1318-1319-1320-1321-1322-1323-1324-1325-1326-1327-1328-1329-1330-1331-1332-1333-1334-1335-1336-1337-1338-1339-1340-1341-1342-1343-1344-1345-1346-1347-1348-1349-1350-1351-1352-1353-1354-1355-1356-1357-1358-1359-1360-1361-1362-1363-1364-1365-1366-1367-1368-1369-1370-1371-1372-1373-1374-1375-1376-1377-1378-1379-1380-1381-1382-1383-1384-1385-1386-1387-1388-1389-1390-1391-1392-1393-1394-1395-1396-1397-1398-1399-1400-1401-1402-1403-1404-1405-1406-1407-1408-1409-1410-1411-1412-1413-1414-1415-1416-1417-1418-1419-1420-1421-1422-1423-1424-1425-1426-1427-1428-1429-1430-1431-1432-1433-1434-1435-1436-1437-1438-1439-1440-1441-1442-1443-1444-1445-1446-1447-1448-1449-1450-1451-1452-1453-1454-1455-1456-1457-1458-1459-1460-1461-1462-1463-1464-1465-1466-1467-1468-1469-1470-1471-1472-1473-1474-1475-1476-1477-1478-1479-1480-1481-1482-1483-1484-1485-1486-1487-1488-1489-1490-1491-1492-1493-1494-1495-1496-1497-1498-1499-1500-1501-1502-1503-1504-1505-1506-1507-1508-1509-1510-1511-1512-1513-1514-1515-1516-1517-1518-1519-1520-1521-1522-1523-1524-1525-1526-1527-1528-1529-1530-1531-1532-1533-1534-1535-1536-1537-1538-1539-1540-1541-1542-1543-1544-1545-1546-1547-1548-1549-1550-1551-1552-1553-1554-1555-1556-1557-1558-1559-1560-1561-1562-1563-1564-1565-1566-1567-1568-1569-1570-1571-1572-1573-1574-1575-1576-1577-1578-1579-1580-1581-1582-1583-1584-1585-1586-1587-1588-1589-1590-1591-1592-1593-1594-1595-1596-1597-1598-1599-1600-1601-1602-1603-1604-1605-1606-1607-1608-1609-1610-1611-1612-1613-1614-1615-1616-1617-1618-1619-1620-1621-1622-1623-1624-1625-1626-1627-1628-1629-1630-1631-1632-1633-1634-1635-1636-1637-1638-1639-1640-1641-1642-1643-1644-1645-1646-1647-1648-1649-1650-1651-1652-1653-1654-1655-1656-1657-1658-1659-1660-1661-1662-1663-1664-1665-1666-1667-1668-1669-1670-1671-1672-1673-1674-1675-1676-1677-1678-1679-1680-1681-1682-1683-1684-1685-1686-1687-1688-1689-1690-1691-1692-1693-1694-1695-1696-1697-1698-1699-1700-1701-1702-1703-1704-1705-1706-1707-1708-1709-1710-1711-1712-1713-1714-1715-1716-1717-1718-1719-1720-1721-1722-1723-1724-1725-1726-1727-1728-1729-1730-1731-1732-1733-1734-1735-1736-1737-1738-1739-1740-1741-1742-1743-1744-1745-1746-1747-1748-1749-1750-1751-1752-1753-1754-1755-1756-1757-1758-1759-1760-1761-1762-1763-1764-1765-1766-1767-1768-1769-1770-1771-1772-1773-1774-1775-1776-1777-1778-1779-1780-1781-1782-1783-1784-1785-1786-1787-1788-1789-1790-1791-1792-1793-1794-1795-1796-1797-1798-1799-1800-1801-1802-1803-1804-1805-1806-1807-1808-1809-1810-1811-1812-1813-1814-1815-1816-1817-1818-1819-1820-1821-1822-1823-1824-1825-1826-1827-1828-1829-1830-1831-1832-1833-1834-1835-1836-1837-1838-1839-1840-1841-1842-1843-1844-1845-1846-1847-1848-1849-1850-1851-1852-1853-1854-1855-1856-1857-1858-1859-1860-1861-1862-1863-1864-1865-1866-1867-1868-1869-1870-1871-1872-1873-1874-1875-1876-1877-1878-1879-1880-1881-1882-1883-1884-1885-1886-1887-1888-1889-1890-1891-1892-1893-1894-1895-1896-1897-1898-1899-1900-1901-1902-1903-1904-1905-1906-1907-1908-1909-1910-1911-1912-1913-1914-1915-1916-1917-1918-1919-1920-1921-1922-1923-1924-1925-1926-1927-1928-1929-1930-1931-1932-1933-1934-1935-1936-1937-1938-1939-1940-1941-1942-1943-1944-1945-1946-1947-1948-1949-1950-1951-1952-1953-1954-1955-1956-1957-1958-1959-1960-1961-1962-1963-1964-1965-1966-1967-1968-1969-1970-1971-1972-1973-1974-1975-1976-1977-1978-1979-1980-1981-1982-1983-1984-1985-1986-1987-1988-1989-1990-1991-1992-1993-1994-1995-1996-1997-1998-1999-2000-2001-2002-2003-2004-2005-2006-2007-2008-2009-2010-2011-2012-2013-2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-248





Nyby Development Timeline

February 24, 2022 – Submittal of Initial Application

Initial Plan Commission Application

Concept Plan

Preliminary Plat

Site Plan

April 14, 2022 – Submittal of 1st BZA Application

3 Developmental Variances

Reduce side yard setback from 15 to 10 ft

Reduce rear yard setback from 30 to 17 ft

Allow parking in front yard setback

June 22, 2022 – Submittal of 2nd BZA Application

1 Developmental Variance

Reduction in lot size from 40,000 sq ft to 23,800 square feet

Nyby Developmental Meeting Timelines

April 6 Plan Commission – Work Session – Concept Plan

June 1, 2022, and June 18, 2022, Plan Commission – Preliminary Plat and Site Plan – deferred pending BZA

June 9, 2022 – BZA – received all 3 Variance Requests

July 6, 2022 – Plan Commission Preliminary Plat and Site Plan

July 14, 2022 – BZA – Item deferred due to tied 2-Ayes to 2-Nays vote

Item on hold as action item on Plan Commission pending BZA Decision

April 6, 2022 Plan Commission Work Session

6. NYBY Development Corp – Concept Plan

Owner: Ley & Josephine Del Rosario

Petitioner: NYBY Development Corp

Vicinity: 9710 West 133rd Avenue, Cedar Lake, IN 46303

Mr. Wilkening stated the next order of business was a Concept Plan by Petitioner NYBY Development Corp in the vicinity of 9710 West 133rd Avenue.

Mr. Doug Homeier, McMahon Associates, advised he was going to be the engineer and surveyor for the project and he was present with Mr. David Lee, President of NYBY Development Corp, and Marty Thacker, MTI Services.

Mr. David Lee advised the Plan Commission they closed on the property on March 25, as such, the ownership of the property has changed.

Mr. Homeier stated the plan was to build a 5500 square foot building that is similar to the building in Winfield. The lot is zoned B-3 and, while the lot is a little greater than 2,800 square feet, it was before the requirements of the new Zoning Ordinance, which requires 40,000 square feet. As such, the application was filed under the previous Zoning Ordinance, which was verified with Ms. Murr when they filed. They submitted their plans to Mr. Oliphant and were subsequently advised they would need to apply for variances for the building setback lines.

Mr. Foreman asked Mr. Austgen if petitions filed before the new Zoning Ordinance were to be voted on under the old Zoning Ordinance. Mr. Austgen responded that it did. Mr. Lee discussed having checked with Ms. Murr on which Ordinance this petition would fall under prior to filing.

Mr. Homeier advised they were going to go through the One Lot Subdivision process to combine the two lots owned by NYBY Development.

Mr. Lee stated that their proposed building will be almost identical to one put up in Winfield. The building will be of brick and wood composite siding, with a wood-frame structure that will have a brick veneer and a smart-side siding. Mr. Lee presented a photograph of the building located in Winfield to the Commissioners.

Mr. Wilkening asked if there were going to be three overhead doors for the building. Mr. Lee advised they would only have two overhead doors, one located on the south side and the other located on the east side of the building.

Mr. Wilkening asked the Petitioner what the variance would be for. Mr. Homeier responded the variance requests would be for setbacks along the north and west sides of the property. Discussion ensued regarding where the overhead doors would be located and the flow of the traffic for the building.

Mr. Homeier advised they have included an extra parking spot that is not required, which could be removed. However, they would like to keep that additional parking spot and request a variance for the setbacks.

Mr. Wilkening asked if an application needed to be made for a Concept Plan. Mr. Austgen responded in the negative and said it is not required by Town Code. Mr. Oliphant discussed that there is a Concept Plan check box on the Plan Commission application.

Mr. Wilkening advised that the screening on the north and west for this property would be extremely important due to its location. Mr. Lee asked the Plan Commission if they would prefer to see vegetation or a fence. Mr. Wilkening advised the screening would be up to the Petitioner to determine. Mr. Homeier asked the Plan Commission if they had a preference on which style of screening they would prefer to see. Mr. Oliphant advised they could do arborvitaes, but they need to be a certain level of thickness or a six-foot opaque fence. Mr. Wilkening and other members noted that greenery would be preferable over the fence.

Mr. Wilkening asked what the hours of operation would be for the business. Mr. Thacker advised it would be from 8 am to 5:30 pm Monday through Friday and 8 am to 1 pm on Saturday, with no hours of operation on Sundays. Discussion ensued regarding the lot requirements for B-3 Zoning District, including setbacks and minimum lot width, and the zoning of the parcel. Ms. Kuzma advised the old Zoning Ordinance required a lot size of not less than 20,000 square feet and a width of not less than 100 feet at the building line.

Mr. Homeier asked when they would need to request the variances for the lot. Mr. Austgen advised they could begin filing for the variances as one approval would be contingent upon the other. Mr. Wilkening asked how many variances would be needed. Mr. Homeier responded there would need to be three variances total, for the parking lot and building setback lines on the west and east side of the property.

Mr. Wilkening asked if the survey conducted was accurate to what appeared on Lake County GIS. Mr. Homeier responded in the affirmative and advised he had already conducted a boundary survey on the property and located all necessary items, such as easements and sanitary lines. Mr. Oliphant advised the Commissioners the Right of Way was already dedicated for the property.

Mr. Salatas asked if the façade color will be similar to the façade color of the school. Mr. Lee advised he is not sure but he brought a sample of the brick façade they will use. Mr. Lee displayed the sample to the Commission. Discussion ensued regarding the façade and the sample presented looking similar to the façade of the school

Mr. Wilkening asked if the business was going to be an auto repair shop. Mr. Thacker responded in the affirmative. Mr. Wilkening asked if they would have a spot to store the tires. Mr. Thacker advised the building would be large enough to store the tires and used oil tanks inside.

Mr. Austgen advised having a zoning commitment for the use to ensure the business plan is enforceable.

Mr. Wilkening advised the Petitioner to present a copy of their business plan at the next meeting. Discussion ensued regarding the business conducting auto repair on vehicles and light trucks and keeping the outside of the shop clean.

Ms. Kuzma advised the Plan Commission the Petitioner has submitted an application for Preliminary Plat and asked if they would like to see the Preliminary Plat with the variances or for both petitions to the Plan Commission and the BZA run concurrently. Mr. Wilkening indicated having the items running concurrently would be beneficial. Mr. Foreman asked if there had been an application submitted for the variances. Ms. Kuzma responded in the negative. Discussion ensued on when the Petitioner would need to apply for the BZA requests.

Ms. Kuzma noted that the deadline for the May BZA filings had passed to be on the June BZA. They need to submit everything by the first of May.

June 1, 2022 Plan Commission Work Session

3. NYBY Development Corp – Preliminary Plat for a One (1) Lot Subdivision & Site Plan
Owner/Petitioner: NYBY Development Corp; 1370 Dune Meadows Dr., Porter, IN 46304
Vicinity: 9710 West 133rd Ave., Cedar Lake, IN 46303

Mr. Wilkening stated the next order of business was for the Preliminary Plat for a One Lot Subdivision and a Site Plan for a property located at 9710 West 133rd Avenue by Petitioner NYBY Development Corporation.

Mr. Doug Homeier, McMahon Engineering, representing the Petitioner, present with Mr. David Lee, Owner of the property and Mr. Marty Thacker, Operating Manager for the company, stated they are present for the One Lot Subdivision and Site Plan. He received a review letter from Mr. Oliphant and has a meeting to discuss the project. They have not made any changes to the Site Plan from the presentation of the Concept Plan. The original application for the Preliminary Plat and Site Plan were submitted in February before the new Zoning Ordinance. Since that original application, they are going in front of the BZA on June 9, 2022, to request variances and discussed the variances needed.

Mr. Homeier advised the Plan Commission their impression by being under the old Zoning Ordinance they met requirements for the lot size. With the new Zoning Ordinance, the lot size does not meet the current Zoning Ordinance requirements. Their impression had been they would not need to request a variance for the lot size. Mr. Lee commented on the same and stated he reviewed the April Work Session where there had been discussions since the application was turned in before the new Zoning Ordinance, it would follow the old Zoning Ordinance requirements. Discussion ensued.

Mr. Salatas advised the Plan Commission application was submitted on February 24, 2022, and the application for the BZA was submitted in April 2022. Mr. Lee discussed having submitted the BZA application after the variances discussed at the April Work Session.

Mr. Austgen discussed the applications being under two different Ordinances and the adopting date of the new Zoning Ordinance. Mr. Austgen recommended proceeding with the BZA variance requests and advised they are necessary for the project to proceed. Discussion ensued regarding the BZA variance requests and the Petitioner's impression of requests needed.

Mr. Salatas advised the BZA Variance Application was submitted on April 14, 2022. Mr. Oliphant commented the submittal date on that application was a problem. Mr. Austgen asked how many variance requests that would make for the Petitioner. Mr. Oliphant responded the Petitioner would then be requesting a total of 4 Developmental Variances and discussed the variances needed.

Mr. Lee advised they have not changed their Site Plan and when they met with Town staff in February, they had not been advised of the need for any variances, which is why they had not submitted for variances. Mr. Oliphant discussed the only change between the old Zoning Ordinance and the new Zoning Ordinance was the lot size. Mr. Austgen commented even if the information provided to the Petitioner by former Town staff was incomplete or incorrect, it does not change the Ordinances and regulations that need to be followed. Further discussion ensued regarding the variances needed for the property.

Mr. Wilkening commented about creating a hardship on a vacant parcel of property due to the size of the lot and to come to the BZA meeting to discuss the three variances being requested. Discussion ensued regarding the filing deadline.

Mr. Homeier asked with needing to request for a reduction in lot size and not being on until the July BZA Agenda for that variance, will the Preliminary Plat and Site Plan be heard in two weeks by the Plan Commission. Mr. Oliphant commented the timeline to be at the Public Meeting in two weeks would be tight, and any consideration of the Plan Commission would need to be contingent upon the July BZA Developmental Variance requests. Discussion ensued regarding potentially obtaining approval in two weeks with a contingency on the fourth Developmental Variance. Further discussion ensued regarding the Developmental Variances currently being requested and the easement along the north side of the property.

Mr. Wilkening requested the Petitioner be provided the standards needing to be met for Developmental Variance requests.

June 6, 2022 BZA

1. NYBY Development Corp. – Developmental Variance

Owner/Petitioner: Nyby Development Corp., 1370 Dune Meadows Drive, Porter, IN 46304

Vicinity: 9710 W 133rd Avenue, Cedar Lake, IN 46303

Mr. Bunge advised the next order of business was a Developmental Variance to allow the Petitioner to reduce their west side yard setback from 15 feet to 10 feet, to reduce the rear yard setback from 30 feet to 17 feet, and to allow for parking to be located in the front yard setback. Mr. Austgen advised the legals are in order.

Doug Homeier, McMahon Associates, representing the Petitioner, stated they are seeking three variances to allow for them to build a car repair facility on the property. Mr. Homeier discussed the three variances they were requesting in and due to the date, they filed the BZA Application, they would need to come for another variance in July for the lot size.

Mr. Wilkening asked if the Petitioner was provided the criteria required for the BZA to review in order to approve a Developmental Variance and inquired about the hardship to the property. It was discussed by Mr. Homeier that when they initially purchased the property and brought the plans to the Town, the lot size was allowable for a B-3 Zoning. They were aware of the three variances they are requesting tonight to allow for the size of building that has been proven to work with this style of business.

Mr. Lee commented this property is similar in size to a property they have in Winfield, and the building is the same size, with a smaller parking lot. Mr. Lee discussed his purchase contract with the previous owner for the property. Mr. Wilkening advised Mr. Lee the Board does not make decisions due to finances and asked Mr. Austgen to explain hardships to the Petitioner.

Mr. Austgen advised a hardship needs to be applied and proven to the Board by the Petitioner regarding the hardships that the property presents. The Board's decision is not made based off of financial considerations, and the hardship cannot be created by the Petitioner. The Board has full discretion for their interpretation and assessment of the petition. The decisions they make will be maintained and validated.

Mr. Bunge asked if a smaller building would work for the Petitioner. Mr. Lee stated it was possible to potentially make the building smaller. The problem with the property is the 50-foot setback required off of 133rd Avenue and a 30-foot setback required in the back, which creates a narrow buildable area.

Mr. Bunge asked for the depth of the lot. Mr. Lee responded the lot depth is 140-feet, which would only allow for a 60-foot area to build upon.

Mr. Kiepura asked what the lot coverage for the lot would be. Ms. M. Abernathy advised the lot coverage would 17.8%.

Mr. Kiepura discussed the property being in front of the Plan Commission and discussions that have occurred at the Plan Commission regarding the variances the Petitioner would need. Mr. Kiepura asked the Petitioner if they were meeting the requirements needed for parking. Mr. Lee answered they were required to have 14 parking spaces, and they are planning on 16 parking spaces.

Mr. Wilkening discussed that he was concerned with the utility easement on the north side of the property. Mr. Homeier advised they are outside of the utility easement and not encroaching on that easement. The utility easement is a 10-foot easement, they are requesting to move their setback to 17 feet, with the building being located 7 feet from the easement. Mr. Homeier explained initially the easement for the property was only 7.5 feet and after discussions with Mr. Oliphant, they increased the utility easement to 10 feet. Discussion ensued during which the Board was advised behind the building would be green space.

Mr. Lee advised the Board the building would be made of brick and nice siding.

Mr. Bunge asked if there was any public comment for or against this petitioner; seeing none, Mr. Bunge closed the public hearing for this item.

Mr. Bunge asked if the property was zoned B-3 or in the process of being rezoned to B-3. Ms. M. Abernathy advised the property is zoned B-3, and the Petitioner will be in front of the Board at their July meeting for the lot size variance.

Mr. Bunge commented the Petitioner's Site Plan shows they are 6 to 8 feet from the 50-foot front yard setback. Mr. Homeier advised they are back 56 feet from the front property line. Mr. Bunge asked if the building could be moved forward to increase the rear yard setback. Mr. Homeier advised it could not due to the radius needed for parking flow and delivery trucks to enter and exit the property. Discussion ensued.

Discussion ensued regarding what was previously located on the property.

Mr. Wilkening asked if there was going to be anything stored outside. Mr. Lee responded in the negative.

Mr. Jackson asked what the hours of operation were going to be for the business. Mr. Marty Thacker responded it would be 8 am to 5:30 pm Monday through Friday, 8 am to 1 pm on Saturdays, and closed Sundays.

Mr. Bunge advised the Petitioner the Board was missing a member and any vote would need a majority of 3 votes, they have the option of deferring if they preferred having a full Board. Mr. Bunge entertained a motion for this petition.

A motion was made by Mr. Kiepura and seconded by Mr. Jackson to approve the Developmental Variance to allow the Petitioner to reduce their west side yard setback from 15 feet to 10 feet, to reduce the rear yard setback from 30 feet to 17 feet, and to allow for parking to be located in the front yard setback with no outdoor storage contingent upon approval at the July BZA meeting for the reduction in lot size per the Findings of Facts. Motion passed by 3-Ayes to 1-Nay by roll-call vote:

Mr. Jackson	Aye
Mr. Wilkening	Nay
Mr. Kiepura	Aye
Mr. Bunge	Aye

June 15, 2022 Plan Commission Public Meeting

4. NYBY Development Corp – Preliminary Plat for a One (1) Lot Subdivision & Site Plan Owner/Petitioner: NYBY Development Corp; 1370 Dune Meadows Dr., Porter, IN 46304 Vicinity: 9710 West 133rd Ave., Cedar Lake, IN 46303

Mr. Wilkening stated the next order of business was for the Preliminary Plat for a One Lot Subdivision and a Site Plan for a property located at 9710 West 133rd Avenue by Petitioner NYBY Development Corporation.

Tony Peuquet, Chester Incorporated, representing the Petitioner, stated they are wanting to combine the two lots they own into a One Lot Subdivision and obtain the Preliminary Plat and Site Plan approval for a property on which they intend to construct an automotive repair center.

Mr. Foreman asked what this parcel is currently zoned. Mr. Wilkening responded it is zoned B-3.

Mr. Foreman asked if they have received approval from the BZA for their required variances. Mr. Wilkening responded they have received their first three variances through the BZA. There is still one item that will need to go through the BZA. Mr. Salatas commented they will be in front of the BZA in July for a Developmental Variance for the lot size. Discussion ensued.

Mr. Salatas advised the Petitioner has provided a business plan.

Mr. Austgen advised the Commission the legals will need to be reviewed and any action would need to be contingent upon legal review.

Mr. Becker asked if they could act on the Preliminary Plat and Site Plan without the approval of the fourth variance, and if any approval would need to be contingent. Mr. Oliphant responded any approval would need the contingency of the fourth BZA variance approval.

Mr. Becker asked with the needing the fourth BZA approval and the legals needing further review, would it be best to defer this item to the next meeting. Mr. Austgen responded they could, if that was the pleasure of the Commission. Mr. Oliphant noted the May 27th letter is still outstanding and received a resubmittal today.

Mr. Peuquet asked if they could conduct the public hearing before moving on a deferral. Mr. Wilkening stated he would ask for public comment. However, the public hearing will be left open for the next public meeting.

Mr. Wilkening asked if there was any public comment for or against this item.

Elizabeth Paluzzi, 9714 West 133rd Avenue, asked if there would be a visual barrier wall built between their residential property and the proposed business at the property line, instead of a natural barrier due to difficulties in maintenance. Mr. Wilkening advised he understood her concerns. There have been discussions on creating standards for the amount and spacing of arborvitae trees required for screening.

Mr. Oliphant advised the Plan Commission the Petitioner is requesting a waiver for the screening along the north side of the building for two reasons. The first is there is already an existing berm with some foliage. The second is due to the number of utilities in the area. Mr. Wilkening noted the utilities located on the north side of the property is why he had not been in favor of the waivers. He is not certain on allowing for

the waiving along the north side of the property. Mr. Lee advised if the screening is required along the north side of the property, they will have it installed. Discussion ensued.

Mr. Foreman asked if the easement was an appropriate size for potential work. Mr. Oliphant advised the Petitioner is expanding the easement, as the existing easement is only 7.5 feet. There should be enough room to work within that easement.

Mr. Oliphant stated any screening would need to be an opaque fence. Mr. Lee advised they were willing to work with the Town and the property owner behind them in the creation of their screening.

Mr. Oliphant advised the water main is located around their property and goes up the west border along 133rd Avenue.

A motion was made by Mr. Becker and seconded by Mr. Sharpe to defer this item to the July Work Session with a continuation of the Public Hearing on July 20, 2022. Motion passed unanimously by roll-call vote:

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

July 6, 2022 Plan Commission Work Session

1. Nyby Development Corp – Preliminary Plat for a One (1) Lot Subdivision & Site Plan Owner/Petitioner: NYBY Development Corp; 1370 Dune Meadows Dr., Porter, IN 46304 Vicinity: 9710 West 133rd Ave., Cedar Lake, IN 46303

Mr. Kiepura stated the first order of old business was for the Preliminary Plat for a One Lot Subdivision and a Site Plan for a property located at 9710 West 133rd Avenue by Petitioner NYBY Development Corporation.

Mr. Tony Peuquet, Chester Incorporated, and Mr. David Lee, Nyby Development, were present for this petition. Mr. Peuquet stated they are looking to construct a wood building approximately 5,400 square feet which will be utilized for automotive repair. They have received their review back from Mr. Oliphant based off of their previous submission to the Plan Commission. The main concern had been for the screening along the north-side property, and they have determined to have that screening to be a fence.

Mr. Oliphant arrived at 7:03 pm.

Mr. Lee advised the property owner to the apartments had reached out requesting for arborvitaes to be installed along that property line instead of a fence. However, it had been discussed at the previous Plan Commission meeting having a fence installed due to the utilities located along the north property line.

Nyby Development
Plan Commission and BZA Excerpts

Mr. Kiepura asked if there was going to be screening created along the west side of the property. Mr. Salatas advised there is currently existing vegetation.

Mr. Kiepura asked if there were any comments from the Building Department. Mr. Salatas advised the major concern had been the screening along the north side of the property being vegetation due to the utilities located along that easement. The preference is for the fence, which the Petitioner has addressed and agreed to a fence.

Mr. Oliphant advised the review letter is minor.

Mr. Becker asked if this has been in front of the BZA. Mr. Salatas responded they received 3 Developmental Variances from the BZA and have 1 outstanding Developmental Variance. They will appear in front of the BZA at their July Meeting. Mr. Sharpe asked what the outstanding Developmental Variance was for. Mr. Salatas stated it was for the lot size. Discussion ensued.

Mr. Foreman commented while the property is properly zoned and is certain the property owners will maintain the property well, he has concerns with having a business of this style along the 133rd Corridor. This style of business is better suited for the Industrial Park. Mr. Lee stated when they went for approval at Winfield, they had similar concerns and invited the Plan Commission members to go and look at their Winfield location. Discussion ensued.

Mr. Parker inquired on if this property had always been zoned B-3. Mr. Foreman responded in the affirmative.

Mr. Kiepura asked if there would be cars delivered by tow trucks. Mr. Lee responded there may be one from time to time and explained the business operations, including them not leaving cars outside overnight, and most of their business is small repairs. Winfield had similar concerns and in approximately 3 years, they have not had any issues. Discussion ensued.

Mr. Sharpe asked if the building was going to be a wooden structure. Mr. Lee responded in the affirmative and stated it would have a brick exterior and siding. They had determined it was more reasonable to purchase and build. His opinion is this style of structure would provide the best-looking building, especially in the Town's main stretch.

July 14, 2022 BZA Meeting

1. 2022-33 Nyby Development – Developmental Variance

Owner/Petitioner: Nyby Development Corp., 1370 Dune Meadows Drive, Porter, IN 46304

Vicinity: 9710 West 133rd Avenue, Cedar Lake, IN 46303

Mr. Recupito advised the first order of business is for a Developmental Variance to allow the Petitioner to have a lot size of 23,800 square feet by Petitioner Nyby Development Corporation for a property located at 9710 West 133rd Avenue. Mr. Austgen advised the legals are in order.

Nyby Development
Plan Commission and BZA Excerpts

Mr. Doug Homeier, McMahon and Associates, representing the Petitioner, advised he was present with Mr. Marty Thacker, and Mr. Lee's brother for this petition. When they had begun working on this project, it had been under the old Zoning Ordinance, where the size of the lot had been allowed for a B-3 Zoning District. With the change of the Zoning Ordinance, the lot size requirements for a B-3 business changed. The lot size requirement changed to 40,000 square feet, and the size of the lot they anticipate constructing on is 23,800 square feet. They are requesting for a Developmental Variance to allow for the reduction in lot size requirement.

Mr. Salatas advised they have been in front of both the Plan Commission and BZA, and this is the last variance the Petitioner needs to make the project buildable.

Mr. Recupito asked what the lot size had been under the previous Ordinance for lot size in a B-3 Zoning District. Mr. Salatas responded the previous size requirement had been 20,000 square feet. The Petitioner would have been in compliance with the requirements when they started discussions for this project, prior to him joining the Town. With the change in the Zoning Ordinance, the Petitioner is no longer in compliance.

Mr. Bunge inquired as to why there was a dramatic increase in size for the B-3 Zoning. Mr. Salatas stated he had not been present during the discussions for changes in the Zoning Ordinance and was unable to respond to that question. Mr. Austgen discussed the Plan Commission working through the Zoning Ordinance and the dialogue had by the Plan Commission members during the revision of the Zoning Ordinance. Discussion ensued.

Mr. Recupito asked Mr. Salatas for clarification on his statement this is the last item needed for the property. Mr. Salatas clarified they are almost complete at the Plan Commission level. All approvals are contingent upon BZA approvals, and they have received three previous BZA approvals. Mr. Homeier stated this was the last variance needed for them to proceed with the One Lot Subdivision.

Mr. Bunge asked what the proposed business was for the property. Mr. Thacker advised it would be an auto repair shop. There had been a question at one of their previous meetings about tow trucks and discussed on average they only have 1 to 2 tows per week at their 5 other locations.

Mr. Recupito opened the floor for public comment for this item; none was had. Mr. Recupito closed the public hearing for this petition.

Mr. Recupito asked if this property had been zoned B-3. Mr. Salatas responded in the affirmative.

Mr. Recupito discussed he is struggling with a request that is asking for a 40% reduction in lot size. He feels the reduction of size is too great of a reduction. Mr. Homeier discussed when the Petitioner first began communications with the Town and purchased the property, the old Zoning Ordinance had been in place. This allowed for the property to match the Zoning Ordinance requirement, since then there has been the adoption of the new Zoning Ordinance, which has a greater lot size. Discussion ensued.

Mr. Kiepora discussed his thoughts on the project, the examination done by the Plan Commission, and feels the variance should be granted.

Mr. Recupito asked Mr. Salatas that the use the Petitioner anticipates using the property for is only allowed in the B-3 Zoning District. Mr. Salatas responded in the affirmative. Mr. Carnahan inquired if the other automotive repair shop in the area was a similar size. Mr. Salatas advised the lots appear to be

Nyby Development
Plan Commission and BZA Excerpts

about equal size, but he could not state for certain without measuring both lots. Further discussion ensued regarding the lot size of the property.

Mr. Homeier commented the property had already been zoned B-3 when his client purchased the property. When the Zoning Ordinance was adopted, it created the nonconformity of the lot. Mr. Recupito commented he understood and discussed properties in Town that were poorly planned. In his opinion, this would be poor planning, since a 40,000 square foot minimum is required and the request is reducing that minimum size by 40%.

Mr. Kiepura discussed this project has been heavily vetted, and the Petitioner is exceeding the necessary parking requirements for the building size, they have agreed to all screening and easement requests. While the Plan Commission has changed the Zoning Ordinance, it was not created to cause a hinderance to businesses coming into Town.

Mr. Homeier advised he has been working with Mr. Oliphant, and they have completed the engineering. They are meeting all drainage requirements; they will exceed the parking requirements in the Ordinance. Further discussion ensued regarding the lot size of the property, and the change of lot size in the Zoning Ordinance.

Mr. Recupito advised the Petitioner the Board was missing a member and any vote would need a majority of 3 votes, they have the option of deferring if they preferred having a full Board. Mr. Recupito entertained a motion for this petition.

A motion was made by Mr. Bunge and seconded by Mr. Kiepura to approve the Developmental Variance to allow the Petitioner to have a lot size of 23,800 square feet with the Findings of Facts. Motion tied at 2-Ayes to 2-Nays by roll-call vote:

Mr. Jackson	Nay
Mr. Kiepura	Aye
Mr. Bunge	Aye
Mr. Recupito	Nay

Mr. Austgen advised due to the inaction from the tie, this item is automatically deferred to August.

July 20, 2022 Plan Commission Public Meeting – Update Item

8. Nyby Development – Preliminary Plat for One Lot Subdivision & Site Plan

Mr. Salatas advised this project is currently waiting for the next BZA meeting due to being deferred on a 2-Ayes to 2-Nays vote for the lot size. Their previous BZA approvals are contingent upon the final BZA approval. Mr. Salatas discussed the Petitioner needs a Developmental Variance due to the lot size requirement in a B-3 Zoning being 40,000 square feet and the size of their lot is approximately 23,800 square feet.

Mr. Parker inquired if the Petitioner had been in discussions with the Town prior to purchasing the property regarding the requirements needed to build upon the lot. Mr. Salatas advised they had. However, they had begun discussion before he became Town Manager. The project had been started under Jill Murr and she had discussions with the Petitioner about the change in Ordinance. He is uncertain

Nyby Development
Plan Commission and BZA Excerpts

if they were provided a date of the change of Ordinance and discussed the submittal of applications. Discussion ensued.

Mr. Parker asked if the 40,000 square feet was adopted into the Ordinance for a level of control over the planning of B-3 Zoning Districts. Mr. Salatas advised he had not been involved in the update of the Zoning Ordinance; his thoughts are they changed the lot size due to the intense usages allowed in a B-3 Zoning District.

Mr. Parker discussed his thoughts on the 133rd Corridor in regards to planning and the continuation of bad planning and the construction of a specialized business and building in the main thoroughfare of the Town. He feels there are better locations in the Town for this style of business.

Mr. Kiepura asked if the project was started before the Ordinance change. Mr. Austgen stated he did not believe they had. Mr. Salatas stated there had been no permits submitted, and only one application had been submitted prior to the adoption of the Zoning Ordinance. Both applications for the BZA and the Plan Commission would have needed to be submitted prior to the change in Ordinances. Discussion ensued.

Mr. Oliphant commented the Petitioner had staff level communications prior to the adoption of the new Zoning Ordinance, and this is where some of the miscommunication has come in. He is unaware if they were advised of the change in lot size for the B-3 Zoning District.

Mr. Kiepura stated it had been his impression that this project and applications were started prior to the change of the Zoning Ordinance. His thoughts had been if this was started prior to the change in the Zoning Ordinance, the Petitioner should be allowed to continue under the old Zoning Ordinance. Mr. Salatas advised he could not speak for anything that had been discussed prior to his employment with the Town. He is aware they had been in discussions with Jill Murr; however, she is no longer with the Town. Regardless, there are examples of other businesses having been advised of the change of Zoning Ordinance. Discussion ensued regarding the 133rd Corridor.

Mr. Kiepura asked if this particular parcel is unbuildable. Mr. Austgen commented it is buildable with variances. Mr. Salatas discussed if the property is rezoned to a B-1 or B-2 Zoning, the property would be able to conform with the current Zoning regulations. However, the proposed business would not be able to operate on that property due to only being allowed in a B-3 Zoning District.

Mr. Parker asked if there was a business park coming to Town. Mr. Austgen responded in the affirmative and stated there is currently one business park with another business park being annexed in.

Ms. Dessauer asked to confirm that currently this project is stalled pending BZA approval. Mr. Salatas responded in the affirmative.

Mr. Kiepura commented the discussion tonight had not been relayed to them at the BZA, as Mr. Salatas just presented it. He had been for this project due to thinking everything had been together before the change in the Zoning Ordinance. However, it does not appear that was not accurate. Mr. Salatas stated the project was partially under the old Zoning Ordinance and partially under the new Zoning Ordinance. Discussion ensued.

Nyby Development
Plan Commission and BZA Excerpts

Mr. Salatas noted that a part of poor planning to him was the rush to get in an application prior to the changing of the Zoning Ordinance and the application missing documents that are typically required with the submittal of an application, versus the documents coming after the submittal of the application.

August 3, 2022 Plan Commission Work Session – Update Item & Public Comment

7. Nyby Development Corp. – Preliminary Plat for One Lot Subdivision & Site Plan

Mr. Salatas stated this is still an Update Item, and they will appear in front of the BZA at their next meeting for the final variance required for the project to move forward. Mr. Kiepura noted the final variance item they need is lot size. Mr. Salatas confirmed the same.

Mr. Kiepura discussed the application being turned in prior to the change of the Ordinance. Mr. Becker commented it was submitted afterwards. Mr. Kiepura stated the first application had been received on February 24, 2022 in the literature provided to the Commissioners. It had been after the Ordinance change, they had been advised they needed to comply with the current Zoning Ordinance, requiring the need for a Developmental Variance for lot size.

Mr. Salatas stated while one of the outstanding issues is the lot size, they submitted their BZA application in April. Town standards require that submittals are complete, not attempting to get in before the change in Ordinances, with applications submitted after the change in Ordinance. The Petitioner should have been aware of what Variances would need to be required under the previous Zoning Ordinance, and submitted it with the Plan Commission application in February.

Mr. Foreman asked if they submitted the Plan Commission application in February due to knowing the Zoning Ordinance was going to change. Mr. Parker stated that is how it appears. Mr. Salatas commented on the same and discussed his assumptions.

Mr. Austgen stated this is an important item on the next BZA agenda, and a determination will be made at that time. The Commissioners discussed the Developmental Variance in front of the BZA and the Petitioners complying with all other request and approval of first Developmental Variances dependent upon the final Developmental Variance.

Ms. Dessauer inquired what the three original Developmental Variances the Petitioner has received were. Ms. Abernathy stated they received a variance for parking in the front yard setback, reduction of rear yard setback and side yard setback on the west side of the property.

Mr. Kiepura commented some confusion is due to with the timeline, with the Petitioner beginning in February. If there is a clearer understanding of the timeline, it would be beneficial. Mr. Salatas advised a timeline of events can be drafted for the item.

Mr. Parker stated he is unaware of the hold up at the BZA. His assumption is that lot size is not a hardship. Mr. Kiepura stated the thoughts of some members of the BZA were if the lot size was changed in the Zoning Ordinance, why should a Developmental Variance be granted for a lot size smaller than the allowable lot size. Discussion ensued at length.

Discussion occurred regarding the process of updating the Zoning Ordinance.

Nyby Development
Plan Commission and BZA Excerpts

Ms. Dessauer inquired about what occurred with the Gard Building. Mr. Oliphant advised they have received an updated as-built, and it is being reviewed.

Ms. Dessauer asked if the building still does not have occupancy. Mr. Oliphant commented he was unsure if he had received occupancy or not. There had been discussion of a surety being provided; however, he is uncertain if one was provided. Discussion ensued.

Public Comment: Mr. Kiepura opened the floor for public comment.

Mr. David Lee, Nyby Development, discussed when he began initial discussions with Town Staff and discussed at length his version of the timeline related to his property, including when he filed his initial Plan Commission application, the first BZA application, and when he had been advised about needing a variance for the lot size.

Mr. Austgen advised Mr. Lee the Plan Commission cannot assist him, and they will need to await determination at the BZA.

Mr. Parker stated he appreciated the work and time they've done and commented his view of the project. Mr. Parker advised his thoughts were not likely to change due to having been a member of the Plan Commission and Town Council when the revitalization process was occurring with the Town. Discussion ensued at length.

Mr. Lee discussed the style of building they plan on constructing.

Mr. Foreman asked if they had any discussions with former Town Manager Rick Eberly. Mr. Lee responded they only had conversations with Ms. Jill Murr.

Further discussion ensued regarding the 133rd Corridor and the timeline of the Nyby Development Petition.

August 11, 2022 BZA

2. 2022-33 Nyby Development – Developmental Variance

Owner/Petitioner: Nyby Development Corp., 1370 Dune Meadows Drive, Porter, IN 46304

Vicinity: 9710 West 133rd Avenue, Cedar Lake, IN 46303

Mr. Recupito advised the first order of business is for a Developmental Variance to allow the Petitioner to have a lot size of 23,800 square feet by Petitioner Nyby Development Corporation for a property located at 9710 West 133rd Avenue. Mr. Austgen advised the legals are in order, this was a deferral item from the month prior.

Mr. Doug Homeier, McMahon and Associates, Mr. David Lee, Nyby Development, and Mr. Marty Thacker, MTI Services, were present for this petition.

Mr. Recupito commented this item is a continuation from the previous month, and asked the Petitioners if they had any new information. Mr. Lee discussed when he began the process of this project and when he submitted the original petition, most of the engineering had been ready in January, with the exception of drainage, which required calculations to be conducted.

Nyby Development
Plan Commission and BZA Excerpts

Mr. Lee stated he had not been aware of the Ordinance change until February and had not been advised of the change in lot size. They intend on having similar plans to their Winfield building, discussed the material for the building, and presented pictures to the Board.

Mr. Salatas stated a timeline has been provided to the Board, which is presented to them on the Meeting iPads. This timeline covers the submissions of all applications and meeting dates for this Petitioner.

Mr. Lee stated it was during the April 6 Plan Commission Work Session that they learned they would need variances for setbacks. During that meeting, they had been under the impression they were proceeding with their petition under the previous Zoning Ordinance. They submitted for the original three Developmental Variances after the April Work Session. It had not been until June 1, 2022, that they had been advised they would need to obtain a Developmental Variance for the lot size.

Mr. Wilkening asked if they are the owners of the two proposed lots. Mr. Lee responded in the affirmative. Mr. Wilkening inquired if they owned the lot directly to the east. Mr. Lee responded in the negative.

Mr. Recupito opened the floor for any public comment for or against this item.

Ms. Elizabeth Paluzzi, Owner of Hanover Apartments, **9714 West 133rd Avenue**, stated they are in favor of allowing this variance to allow for this business to operate on the proposed property. The Petitioners have agreed to work with them and provide the visual barrier. She feels this business is a positive for their property and the traffic of the area.

Having no one else wishing to speak, Mr. Recupito closed the Public Hearing for this petition.

Mr. Recupito stated his thoughts regarding the property have not changed, especially regarding the lack of new information brought. The Zoning Ordinance requires 40,000 square feet, and they have significantly less than the allowable lot size. He does not feel this is a good plan. There are plenty of uses for this property. Mr. Austgen confirmed the same.

Mr. Bunge inquired how long the property has been zoned as B-3. Mr. Wilkening responded the property has likely been zoned B-3 for at least 20 years.

Mr. Wilkening expressed he did not see any practical difficulties with a vacant lot. The lot size had been changed under advisement of former Town Manager Mr. Rick Eberly. He is not certain he will deviate from the current lot size requirements.

Mr. Recupito commented that he felt it was unfortunate what has transpired prior to the Petitioner coming to the BZA. However, he has not changed his stance from last month, and there is not anything that could be presented to change his stance. Mr. Lee asked if this was the case even though they had submitted prior to the Ordinance change and stated they had not rushed to get this application in. He had not known about the Variances, and that is why they are present today. He is willing to provide his number so if they had any issues with the project, they could contact him to rectify the situation. The Winfield, Chesterton, and Crown Point Town and City Planners have agreed to be references for the BZA, if needed.

Mr. Lee stated they are wanting to work with the Town and provide a nice building. He is only present because his BZA application was not submitted with his Plan Commission application.

Mr. Kiepora commented he did not think their issue is with the building the Petitioner planned on constructing. The problem is coming in with the size of the lot. He has had lengthy discussions regarding

Nyby Development
Plan Commission and BZA Excerpts

the lot size, and his position has not changed. He feels there had been miscommunication, and the original application had been submitted on February 24, 2022. To him, this falls under the previous Zoning Ordinance. To him there are certain circumstances that require consideration of a timeline.

Mr. Salatas clarified the three Developmental Variances which were applied for in April, would have been required under the previous Zoning Ordinance. Those Developmental Variance should have been submitted in February, with the original petition. Discussion ensued.

Mr. Kiepura discussed his thoughts of this property fitting with the other automotive businesses located on the 133rd Corridor.

Mr. Wilkening stated he does not completely disagree with Mr. Kiepura regarding the timeline. While the proposed business is a good idea and they are proposing a nice building, he is not certain it is a good plan.

Mr. Bunge discussed the property being zoned B-3, the Petitioners having a use and purpose which fits the current zoning. He is not understanding the dissention, as the Board has already agreed to the previous Developmental Variance requests, and he feels it is a good use of the property. Discussion ensued.

Mr. Recupito discussed part of their decision-making process on the Board is to look beyond the current petition and future impact the property could have.

Mr. Lee stated if he had started this project after the change in Ordinance, he would not be making this request of the BZA. They had their original petition submitted prior to the change in Zoning Ordinance, and they have not changed their Site Plan since their original submittal. Mr. Lee further discussed not having been advised of needing the Developmental Variances in the beginning, which is why they are needing to request the lot size difference.

Discussion ensued regarding the length of time that went into the Zoning Ordinance and the current requirements agreed upon by the Plan Commission and adopted by the Town Council.

Mr. Jackson inquired if they could limit the use of this Developmental Variance to only this Petitioner. Mr. Recupito stated that would be a question Mr. Austgen could answer. However, any B-1 or B-2 Business uses could build on that lot.

Mr. Wilkening expressed he is uncertain on the practical difficulties, and how they could meet a practical difficulty.

Mr. Austgen advised the Board there is additional consideration to be made, which is ignorance of something is no defense in the law. It is unfortunate this situation has occurred; however, the burden of proof falls on the Petitioner.

Mr. Homeier discussed the current B-3 lots that do not meet the current Zoning Ordinance requirements and this will be discussed with any changes to any B-3 Zoned lots. Mr. Austgen commented there are suitable lots for a B-3 Zoning district located on US 41, where the Industrial and Commercial is being located. They are wanting to have the 133rd Corridor be less intensive businesses and discussed the Town's improvement of the 133rd Corridor.

Mr. Lee stated if the Board approves the Developmental Variance, they will ensure the building is top notch and that it will help enhance the Town.

Nyby Development
Plan Commission and BZA Excerpts

Mr. Bunge discussed the changes that have occurred within the Town and the changes that could have been predicted around 20 years ago. He feels this is a low impact business that is a good use for this property. Mr. Wilkening commented there have been no adjustments to any part of the Petitioner's presentation.

Mr. Recupito advised the Board to keep in mind Mr. Austgen's discussion on where this style of business needs to be located in Town and the changes made in the Zoning Ordinance. Further discussion ensued regarding the submission of the applications for the Plan Commission and BZA and the property being a vacant lot.

Mr. Recupito entertained a motion for this item.

A motion was made by Mr. Kiepura and seconded by Mr. Bunge to approve the Developmental Variance to allow the Petitioner to have a lot size of 23,800 feet per the Findings of Fact. Motion passed by roll-call vote by 3-Ayes to 2-Nays:

Jackson	Aye
Mr. Wilkening	Nay
Mr. Kiepura	Aye
Mr. Bunge	Aye
Mr. Recupito	Nay

Peterson Consulting Services, Inc.

Capital Asset Reporting Services for State and Local Governments

Please Note Our New Address

512 West Burlington Ave, Suite 1A
La Grange, Illinois 60525-2284
708/937-9104 Direct
708/310-0185 Cell
jon.peterson@pcsi-consulting.com

June 15, 2022

Ms. Jennifer N. Sandberg
Clerk-Treasurer
Town of Cedar Lake
7408 Constitution Avenue
Cedar Lake, Indiana 46303

CONFIDENTIAL

Dear Ms. Sandberg,

By this letter we propose to assist the Town of Cedar Lake, Indiana, in preparing a GASB 34 compliant capital asset report for the fiscal year ending December 31, 2022. This report will include the Town's general infrastructure, water and wastewater utilities and its general infrastructure.

Engagement Activities

In this engagement, we will:

- Provide further review of the requirements of GASB Statement No. 34 relating to capital assets, if needed
- Prepare capital asset additions using best available data
- Prepare capital asset retirements using best available data
- Develop construction-in-progress (CIP) and assist in capitalizing CIP where appropriate for completed projects
- Prepare capital asset worksheets and summary schedules for fiscal year ending December 31, 2022. These schedules will reflect the following asset accounts:
 - Infrastructure
 - Land
 - Land Improvements
 - Buildings

- Machinery and Equipment
 - Vehicles
 - Software
 - Water Utility
 - Wastewater Utility
- Prepare a Consolidated Summary schedule indicating, in total, Cedar Lake's 2022 capital asset beginning balances, asset additions, asset retirements, year-end asset balances and, where appropriate, depreciation amounts for all asset accounts and functional classes. We will also include a Gateway Summary Schedule that will assist you in filing your FY 2022 Indiana Gateway report.
- Offer, where indicated, recommendations for enhancing Cedar Lake's capital asset policies and procedures.

Professional Fee

Our fixed fee for performing these services will be **\$3,650**, assuming we perform all work in our offices with no on-site travel.

Limiting Conditions

Our work is also subject to the accompanying limiting conditions included with this letter.

(Continued on Next Page)

Ms. Jennifer N. Sandberg
June 15, 2022
Page 3

CONFIDENTIAL

We appreciate this opportunity to offer this proposal for services. We hope to work with you and your staff in serving the citizens of Cedar Lake, Indiana.

Please feel free to contact me directly at 708/937-9104 if you have any questions.

Very truly yours,

Peterson Consulting Services, Inc.

Jon C Peterson

Jon C. Peterson, CPA

Engagement Acceptance

Signature:

Name:

Title:
Town of Cedar Lake, Indiana

Date:

Peterson Consulting Services, Inc.

STATEMENT OF LIMITING CONDITIONS

- Our services are intended to assist your government in reporting its capital assets for financial reporting purposes.
- Our services also include facilitating and establishing and maintaining necessary capital asset information.
- Our services do not constitute an appraisal, opinion, or other attestation. Information provided by you is presumed reliable, reasonably accurate, and complete. We will not undertake an audit or other verification of the information and will not attest to its accuracy or completeness. We assume no responsibility for errors and omissions contained in data we are given.
- We do not generally maintain copies of invoices or other client records that support asset costs paid by client to outside contractors/vendors. The client retains responsibility for maintaining these types of records. We do, however, retain records for asset costs that we develop as part of our engagement work.
- No opinion regarding technical matters including, but not limited to, accounting, appraisal, insurance, engineering, or regulatory issues is offered with this service. Clients are advised to seek the advice of competent specialized professionals regarding these matters.
- The client retains responsibility for filing its capital assets information with various regulatory agencies.
- When our work is complete, our work papers and files developed during this service will be retained for a period of three years.



PROPOSAL FOR A GEOTECHNICAL EXPLORATION

CEDAR LAKE PUBLIC SAFETY
Northwest Corner of Constitution Ave and Morse St
Cedar Lake, Indiana 46303



APEC PROPOSAL NUMBER P2022-197

July 27, 2022

Attention:

Mr. David Rainey
Veridus Group
6280 North Shadeland Avenue
Indianapolis, IN 46220

*AP Engineering & Consulting, Inc.
6135 West 400 North
Greenfield, Indiana 46140
Phone: 317-436-7529
Fax: 317-436-7537*



July 27, 2022

Mr. David Rainey
Veridus Group
6280 North Shadeland Avenue
Indianapolis, IN 46220

Re: Proposal for Geotechnical Exploration
Cedar Lake Public Safety
Northwest Corner of Constitution Ave and Morse St
Cedar Lake, Indiana 46303
APEC Proposal No.: P2022-197

Dear Mr. Rainey:

Thank you for considering **AP Engineering & Consulting, Inc. (APEC)** as your geotechnical engineering consultant for this project. We appreciate the opportunity to submit a proposal for this project and hope to become the Geotechnical Engineer of Record for the project team! Let us know how we can assist you. We strive to provide excellent service and value.

This proposal includes a brief summary of the project information made available to us, a summary of our proposed scope of services, and our fee to complete the proposed services.

Please let us know if additional project information becomes available, or if you have any questions about this proposal.

Sincerely,
AP Engineering & Consulting, Inc.

Adam M. Collins, P.E.
Senior Project Engineer

PROJECT INFORMATION

Project information was initially sent to us via email on Tuesday, July 26, 2022, with a phone call on Wednesday, July 27, 2022. Based on this information, we understand that the proposed development has not yet been finalized, and that subsurface information is desired to assist with the planning and development process.

APEC was provided via email with 7 pages of an Architectural Plan Set by K2M Design, Inc. and a rendering showing the location at the Northwest corner of Constitution Avenue and Morse Street. The building size was not evident on any of the information provided. However, Mr. Rainey stated in our phone call on July 27, 2022, that the approximate total building size is 20,000 ft².

The site is square-shaped, and includes approximately 3.2 acres, with a maximum north-south dimension of about 385 feet, and a maximum east-west dimension of about 360 feet. Online imagery indicates the site is relatively level, but topographic information has not been provided to us at this time. The site currently contains a structure and a paved basketball court associated with the Cedar Lake Town Grounds.

The site is bound by soccer fields to the north, a drive and parking area as well as various size structures to the west, Constitution Avenue followed by residential properties to the south, and residential properties to the east. In general, the areas in the site vicinity appear to be residential or commercial parcels.

The current development concept includes building a new building with an approximate 20,000 square feet footprint. Details pertaining to the proposed construction have not been provided to us at this time. To properly scope our services, we assume the proposed building will be a one- to two-story structure with a slab-on-grade concrete floor. There will be no basement. We assume a maximum isolated column load of 150 kips, and a maximum wall load of 6 kips per lineal foot.

Parking areas and drive lanes are proposed to the south of the proposed building. Traffic loading information has not been provided to us at this time. We assume that asphalt pavements will be constructed in the parking and drive lanes.

If new project information becomes available, please provide it to us so that we may review it and modify our scope of services accordingly.

PROPOSED SCOPE OF SERVICES

To provide valuable geotechnical information to the project team, we propose to:

- Perform a site reconnaissance;
- Perform a subsurface exploration;
- Perform laboratory testing on relevant collected soil and/or rock samples;
- Provide a *Report of Geotechnical Exploration*.

Each of these services is explained in detail in the following sections.

Site Reconnaissance

APEC will mobilize a representative of our Geotechnical Engineer to the project site to perform a site reconnaissance and to direct the drilling and/or coring operations.

As part of the site reconnaissance, our representative will walk the site and document observable site features that may influence this project from a geotechnical standpoint. Notable items may include, but are not limited to, existing structures, marked utilities, topographic features, exposed rock features, karst features, sinkholes, unstable slopes, surface drainage/water features, unusual vegetation, etc.

Our field representative will mark the proposed subsurface exploration location(s) based on the observed and encountered field conditions, marked utilities, and the boring location plan developed by our Geotechnical Engineer.

Subsurface Exploration

APEC will contact the Indiana Underground Plant Protection Service (IUPPS, aka Indiana811) prior to performing the subsurface exploration so that public utilities in the right-of-way are marked prior to arrival. Locating private utilities (if any) will be the responsibility of the property owner. If private utility locating services are desired, **APEC** can coordinate this service for an additional fee.

Our proposed subsurface exploration is anticipated to take one day. We propose to complete three (3) soil test borings within the proposed building footprint, and three (3) soil test borings in the proposed pavement areas.

Our proposed boring plan is summarized in the following table:

Boring Number	Proposed Depth, ft	Notes
B-1 through B-3	20	Building borings
B-4 through B-6	5	Pavement borings

APEC will mobilize a drill rig to the site to perform the subsurface exploration. This drilling rig will utilize hollow-stem augers and split-spoon samplers to collect soil samples in accordance with the *Standard Test Method for Standard Penetration Test (SPT) and Split-Barrel Sampling of Soils* (ASTM D 1586). If soft or loose soils are encountered, we may choose to utilize thin-walled tube samplers (commonly known as a “Shelby tube”) to obtain an “undisturbed” sample in accordance with the *Standard Practice for Thin-Walled Tube Sampling of Fine-Grained Soils for Geotechnical Purposes* (ASTM D1587).

APEC will observe and document the subsurface conditions, direct the collection of soil samples, and classify the collected samples in accordance with the *Standard Practice for Description and Identification of Soils Using the Visual-Manual Method* (ASTM D2488). Soil samples will be collected as necessary based on the materials encountered and per the direction of our Geotechnical Engineer. If field conditions indicate the need for the collection of additional samples or specialized samples, we will contact you or your designated representative for approval prior to collection.

Field testing may include utilizing a pocket penetrometer to estimate the unconfined compressive strength of cohesive soils encountered.

Initial groundwater level measurements will be obtained if groundwater is encountered during drilling. Another groundwater elevation measurement will be recorded at the completion of each boring. For safety reasons the test borings will be backfilled immediately upon completion. Soil spoils not placed back in the test borings will be spread across the site to minimize piling.

It should be noted that the soil used to backfill the test borings will most likely experience settlement which will result in a shallow hole at the boring location; this settlement will likely occur days to weeks after **APEC** has completed our field activities. Our proposed scope of services does not include long-term monitoring of the boring locations for settlement, nor does this scope include repair of settled backfill or surface patches, but we can provide those services for an additional fee, if desired.

Please note that the drilling equipment may leave ruts in its travel areas, and outrigger depressions in some of the working areas. While we will attempt to minimize disturbance to the site features, some evidence of our efforts may remain. The property owner should realize that ruts and depressions present a tripping hazard, and should seek to repair affected areas in a timely manner to minimize their risk exposure. Our services

do not include the repair or replacement of damaged Site features, but we can provide those services for an additional fee, if desired.

Laboratory Testing

It is important to understand that laboratory tests are assigned by our Geotechnical Engineer to determine soil properties that are critical to the evaluation of the specific site or project. Based on our knowledge of the site and our previous experience, we propose to perform the following laboratory tests:

- one moisture content test per collected soil sample (per ASTM D2216);
- up to two Atterberg Limit tests (per ASTM D4318) or grain size analyses (per ASTM C136);

Please be aware that our Geotechnical Engineer may feel it necessary to perform additional tests based on the encountered subsurface conditions. If additional laboratory testing is deemed necessary, we will contact your representative for authorization prior to performing the tests.

Reporting

Following the completion of field and laboratory testing activities, our Geotechnical Engineer will compile the exploration observations, test results, and other pertinent project and site information, and will evaluate the site with respect to the project. Our Geotechnical Engineer will then develop site- and project-specific recommendations based on the site evaluation.

APEC will prepare a *Report of Geotechnical Exploration*, which will summarize the exploration methodologies, field observations, laboratory test results, groundwater measurements, and subsurface materials encountered, and will include the following:

- A discussion of local and regional geography and its effect on the proposed project;
- A discussion summarizing our evaluation of the subsurface conditions;
- Measured and/or observed groundwater depths and/or conditions;
- Recommendations for site drainage and/or water control;
- A Seismic Site Class based on the Indiana Building Code;
- Site preparation recommendations, including estimated volumes for repairing unsuitable subgrade areas;
- Recommendations for soil modification or stabilization (such as rammed aggregate piers, chemical additives, etc.) if necessary;
- Soil compaction and fill material recommendations;

- Recommendations for a foundation type (shallow spread footings, auger-cast piles, drilled piers, etc.);
- Specific design & construction recommendations for the selected foundation type;
- A recommended frost depth;
- Recommendations for lateral earth pressure values for use in the design of below grade walls, and a recommended allowable coefficient of friction against sliding;
- Slab-on-grade design and construction recommendations;
- Pavement design and construction recommendations, and;
- Appendices including various figures, finalized Boring Logs, relevant laboratory test results, and photographs;

If the project team determines that additional information needs to be included in our *Report of Geotechnical Exploration*, please contact us as soon as possible so that we can revise this document and our cost, if necessary.

FEES

APEC will provide the services described in this proposal for a lump sum fee of \$6,900.⁰⁰.

The lump sum cost will not be exceeded unless first approved by you or your authorized representative. Additional costs may be caused by unexpected or difficult conditions, additional borings/footage, rock coring, added laboratory testing, permitting fees, extended time requested beyond scope, etc.

APEC's goal is to perform each task as efficiently and effectively as possible, given actual on-site conditions. No standby time has been included in our cost.

An invoice will be submitted with or shortly after the final report. The invoice is due 30 days from submittal. Interest charges of 1.5 percent per month may be charged on all accounts over 30 days.

SCHEDULE

APEC is available to start work on this project immediately and looks forward to impressing you with our commitment to timeliness.

AUTHORIZATION

If you choose to accept the scope of services described in this proposal, please sign the enclosed *Terms and Conditions* and return an executed copy to **APEC** (a faxed or e-mailed copy will be sufficient). After receipt of a signed authorization, we will begin work on the project.

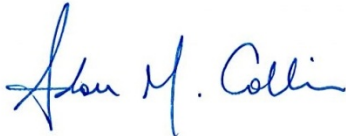
This proposal and any associated terms and conditions are considered to be valid for a period of 60 days from the date of this proposal.

CLOSING

APEC is committed to providing you with quality services at a great value. If you have any questions about this proposal, or if you have further geotechnical or environmental consulting, materials testing, or construction inspection needs, please do not hesitate to contact us.

We appreciate the opportunity to provide you with this proposal and look forward to working with you on this project!

Sincerely,
AP Engineering & Consulting, Inc.



Adam M. Collins, P.E.
Senior Project Engineer



Richard Ballard, Jr., P.E.
Project Engineer

Enclosures: Terms and Conditions

AP ENGINEERING AND CONSULTING, INC.

TERMS AND CONDITIONS

DEFINITIONS. When used herein, the terms “we”, “us”, “AP Engineering & Consulting, Inc.”, “APEC”, or “our” refer to AP Engineering & Consulting, Inc., and the terms “you”, “your”, “he”, “his”, “it”, “Client”, “Clients” and “its” refer to Client.

SERVICES TO BE PROVIDED. AP ENGINEERING & CONSULTING, INC. is an independent consultant and agrees to provide CLIENT, for its sole benefit and exclusive use, with the consulting services set forth in the attached Scope of Work, which is incorporated by reference. There are no third-party beneficiaries to this Agreement.

SCOPE OF WORK. Client has requested that APEC perform the Work as specified in and for the charges set forth in our Proposal (incorporated by reference in its entirety herein) and as authorized by Client’s representative.

COMPENSATION. Invoices for services provided are due and payable upon net 30 days. Balances outstanding more than thirty (30) days after invoice date shall be deemed delinquent and shall be subject to a monthly finance charge of 1.5 percent, court costs, attorney’s fees and any other cost of collection incurred by APEC.

RIGHT OF ENTRY AND RIGHT TO PROCEED. Client grants a right of entry from time to time to APEC, its agents, staff, consultants and contractors or subcontractors, for the purpose of performing and with the right to perform all acts, studies and research including without limitation, the making of tests and evaluations, pursuant to the Work. Client represents that it possesses all permits and licenses required to comply fully with all laws, ordinances and regulations governing the performance of its activities at the site. To the extent that any of the Work requires access to property owned or controlled by a third party, Client represents that it has obtained all licenses, permits, and rights-of-way necessary to grant APEC access to such property, unless Client and APEC have agreed that APEC will obtain such licenses, permits, or rights-of-way.

STANDARD OF CARE. APEC will perform its services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of APEC’S profession practicing in the same or similar locality at the time the services are performed. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED.

INSURANCE. APEC maintains commercial general liability (including products completion and operation; products environmental pollution endorsements; professional liability) and auto liability insurance. A Certificate of Insurance can be supplied evidencing such coverage. We will not be liable or responsible for any loss, damage, or liability beyond the amounts, limits, coverage, or conditions of such insurance specified on the Certificate of Insurance.

LIMITATION OF LIABILITY. THE INCLUSION OF A LIMITATION OF LIABILITY PROVISION IN THIS AGREEMENT UNDER THE TERMS SET FORTH BELOW WITHIN THIS ARTICLE IS A MATERIAL CONSIDERATION IN APEC’S WILLINGNESS TO PERFORM THE SERVICES. FOR \$10.00 AND OTHER VALUABLE CONSIDERATION FROM APEC, CLIENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY AGREES THAT THE LIABILITY OF APEC AND ITS PARENT AND AFFILIATED COMPANIES, OFFICERS, DIRECTORIES, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS AND SUBCONTRACTORS, FOR ANY DAMAGES FOR BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENT PROFESSIONAL ACTS, ERRORS OR OMISSIONS OR NEGLIGENT MISREPRESENTATION, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, THIS AGREEMENT OR ANY WORK PRODUCT PROVIDED PURSUANT TO THIS AGREEMENT, SHALL NOT EXCEED THE AMOUNTS, LIMITS, COVERAGE OR CONDITIONS OF OUR COMMERCIAL LIABILITY INSURANCE. OR OUR TOTAL FEE, WHICH EVER IS LESS. CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT ALL THIRD PARTIES, INCLUDING BUT NOT LIMITED TO ALL THIRD PARTY BENEFICIARIES TO THIS AGREEMENT, IF ANY, ARE INTENDED TO BE AND HEREBY ARE BOUND BY THE TERMS OF THIS PROVISION AND THE AGGREGATE LIMITATION OF LIABILITY CONTAINED HEREIN. NEITHER PARTY SHALL BE RESPONSIBLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY ECONOMIC, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS, OF USE, INCOME PROFITS, FINANCING OR REPUTATION) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES. CLIENT shall not be entitled to assert a claim against APEC based on any theory of professional negligence or violation of the standard of care unless and until CLIENT has obtained the written opinion from a licensed, independent and reputable engineering and/or environmental professional, as appropriate for the Services in question, that APEC has violated the standard of care applicable to APEC’s performance of those Services under this Agreement. CLIENT shall promptly provide such independent opinion to APEC and the parties shall endeavor in good faith to resolve the claim within thirty (30) days.

HAZARDOUS SUBSTANCES AND CONSTITUENTS. Client shall advise us upon execution of this Agreement of any hazardous substances or any condition existing in, on, or near the site presenting a potential danger to human health, the environment or equipment. Client shall provide continuing information as it comes available to the attention of Client in the future. By virtue of entering into this Agreement or of performing the Work hereunder, we do not assume control of or responsibility for the site or the person in charge of the site or for communicating with any federal, state or local public agencies regarding the Work or the site or undertake responsibility for reporting to any federal, state or public agencies any conditions at the site that may present a potential danger to public health, safety or the environment, including but not limited to spills, releases, or leaks. Client shall bear the sole responsibility for communicating with any federal, state or local public agencies regarding the Work or the site and for notifying the appropriate federal, state or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to present any danger to health, safety, or the environment, including but not limited to spills, releases and leaks. Client shall indemnify and hold us harmless for the consequences of any communication or reporting by us or by Client to any such public agency. Client shall have sole responsibility for compliance with any and all federal, state or local laws, regulations, guidance or other requirements relating to the handling, treatment, storage or disposal of hazardous substances or constituents, and shall have sole responsibility for any and all changed conditions at, or hazardous substances or constituents introduced to the site by Client or any third party before, during, or after the completion of the Work described herein. Client shall have sole responsibility for compliance

AP ENGINEERING AND CONSULTING, INC.

TERMS AND CONDITIONS

with all applicable laws relating to the handling, removal, transportation, treatment, storage or disposal of hazardous substances or constituents from, to or at the site, and shall indemnify and hold harmless APEC for any and all liability arising from such action, including but not limited to any allegation that APEC is an owner, handler, generator, operator, treater, storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended, the Comprehensive Environmental Response, Compensation, and Liability Act as amended, or any other similar federal, state, or local regulation or law.

CONTAMINATED EQUIPMENT. All laboratory and field equipment contaminated in performing the Work which cannot be reasonably decontaminated shall become the property and responsibility of Client. All such equipment shall be delivered to client for final disposal. Client shall pay all costs associated with the storage, transportation and disposal of such designated equipment. Client agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated.

FORCE MAJEURE. APEC shall not be liable for damages due to delay or failure to perform any obligation under this Agreement if such delay or failure results from circumstances beyond the control of APEC. In the event of such a force majeure, the time for APEC's performance shall be extended for the duration of the force majeure event.

UNFORESEEN OCCURANCES. If, during the performance of the Work, any unforeseen hazardous substances or constituents or other unforeseen conditions or occurrences are encountered which, in our sole discretion affect or may affect the Work, the risk involved in performing the Work, or the recommended scope of the Work, we will promptly notify Client thereof. Subsequent to that notification, APEC in its sole discretion may:

- (a) If practicable, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal;
- (b) Agree with Client to modify the Scope of Services and the estimate of charges to include work on the previously unforeseen conditions or occurrences;
- (c) Terminate the Work as provided herein effective on the date specified by us.

OPINIONS OF COST. If included in the Services, APEC will provide opinions of cost for installation of materials, remediation, or construction based upon APEC's experience on similar projects. However, such opinions are not intended for use in firm budgeting or negotiations unless specifically agreed otherwise in advance in writing by APEC. CLIENT understands the actual cost of work depends on many factors beyond APEC's control and may vary significantly from APEC'S opinion.

PRIORITY OVER FORM AGREEMENT /PURCHASE ORDERS. The parties agree that the provisions of this Agreement shall control and govern over any orders or other form writings issued or signed by the parties, such as purchase orders or work orders, and that Orders may be issued by CLIENT to APEC without altering the terms hereof, regardless of any contrary language appearing therein, unless the parties specify in writing that such contrary term(s) apply to the Services which are the subject of the Order(s).

CLAIMS. In the event any third party or employee of Client brings suit or claim for damages against us alleging exposure to or damage from material, elements or constituents at or from Clients facility before, during or after the Work performed under this Agreement which is alleged to have resulted in or caused disease or any adverse health condition or resulting in cost for remedial action, uninhabitability of property, or other personal injury or property damage, then: Client shall be liable for , hold harmless and indemnify us in any such suit or claim of any kind or of any nature whatsoever and pay on our behalf, to the maximum extent permitted by law, any and all damages, losses, liabilities, obligations, penalties, claims, judgments, costs, disbursements or expenses, including but not limited to attorneys' and experts' fees and other costs, expenses or disbursements, and personnel costs incurred by us as a result of such a suit or claim, including any interest thereon. In the event that Client makes a claim against us of any kind or nature whatsoever for any alleged error, omission, or act arising out of the performance of the Work that cannot be mutually resolved without resort to litigation, and Client fails to prove such claim, then Client shall pay all costs incurred by us in defending ourselves against the claim, including but not limited to attorneys' and experts' fees and other costs, expenses or disbursements, and personnel costs incurred by us as a result of such a suit or claim, including any interest thereon. Client agrees that for the purposes of this Agreement it has failed to prove its claim when the monetary amount awarded to or recovered by it is less than the highest sum offered by us in writing to resolve the matter prior to resolution of the claim.

EQUIPMENT. In the event that APEC leases certain equipment to Client in order to perform the work contemplated by this Agreement: Client shall be responsible to APEC any loss, theft, damage, destruction, or other misuse of that equipment, and shall pay APEC upon written demand, the amount necessary to repair or replace that equipment. To cover Client's liability to APEC for such equipment, Client may obtain and maintain appropriate insurance against loss, theft, damage, destruction, or other misuse of such equipment, which includes APEC as a named insured with a carrier acceptable to us. In the event that any third party or employee of Client brings suit or makes a claim for damages of any kind or of any nature whatsoever against APEC arising out of such use of APEC'S equipment, Client shall indemnify and in any such suit or claim and shall pay on our behalf, to the maximum extent permitted by law, any and all damages, losses liabilities, obligations, penalties, claims, judgments, costs, disbursements or expenses, including but not limited to attorneys' and experts' fees and other costs, expenses or disbursements, and personnel costs incurred by us as a result of such suit or claim.

DOCUMENTS. Client will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by us for proper performance of our services and Client warrants and represents that any such information provided shall not infringe on any United States or foreign patent, copyright, trade secrete or other proprietary right of any third party and shall hold APEC harmless and indemnify us for any such infringement. We may rely upon Client-provided documents in performing the services required under this Agreement, however, we assume no responsibility or liability for their accuracy. Client-provided documents will remain property of Client. All documents, including but not limited to drawings, specifications, reports,

AP ENGINEERING AND CONSULTING, INC. TERMS AND CONDITIONS

boring logs, field notes, laboratory test data, calculations, and estimates, prepared by us as instruments of service pursuant to this Agreement, shall be our sole property. Client agrees and acknowledges that all documents of any nature furnished to Client or Client's agents or designees by APEC shall be treated as confidential and shall be disseminated only to those employees or agents whose duties justify their need to know such information, unless prior written authorization is obtained from APEC or disclosure is compelled by a court of competent jurisdiction. Client further agrees that any documents not paid for will be returned to us upon demand and will not be used by Client for any purposes whatsoever. Client further agrees that under no circumstances shall any documents produced by us pursuant to this Agreement be used at any location, for any project or by any person not expressly provided for in this Agreement without our prior written permission. If Client uses any or all of our documents for another project or disseminates our documents in violation of this paragraph, client shall to the maximum extent permitted by law indemnify and hold us harmless from any and all claims arising from such unauthorized use. Further, no part of any document we deliver to Client shall be reproduced or distributed, whether for advertising or any other purpose, without our prior written consent. Any such reproduction or distribution shall be at Client's sole risk and without liability or legal exposure to APEC, and Client shall indemnify and hold us harmless, to the maximum extent permitted by law, from any and all claims arising from such unauthorized reproduction or distribution.

TERMINATION. This Agreement may be terminated by either party for any reason upon 10 days' written notice. Upon termination of this Agreement, APEC shall be entitled to payment for Work performed up to and including the date the notice of termination is received as well as all reasonable costs of demobilization and closeout of the Work.

DUTY TO COOPERATE. The parties agree to provide reasonable access to information regarding the site or the Work performed and to responsible personnel as may be required to address any claim made regarding the Work performed or this Agreement. The parties further agree to provide copies to each other of any claims, demands or notices from any federal, state or local public agency regarding the Work performed or this Agreement.

SEVERABILITY. In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

SURVIVAL. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and APEC shall survive the completion of the services and the termination of this Agreement.

INTEGRATION. This Agreement and the documents attached hereto and which are incorporated herein constitute the entire Agreement between the parties and supersede any previous written or oral contracts or negotiations. This Agreement can be changed only by a written instrument signed by both parties.

CONSIDERATION. The parties agree that the charges for the Services are sufficiently adjusted to include any specific considerations recited herein as being payable to CLIENT, which said consideration is hereby acknowledged by CLIENT as being sufficient.

GOVERNING LAW, VENUE AND JURISDICTION. This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Indiana and shall in all respects be governed, construed, applied and enforced in accordance with the laws of such State.

PROPOSAL NO P2022-197

LOCATION: Cedar Lake, IN (GEO)

AUTHORIZED BY:

NAME (Print): _____

COMPANY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____



The Great Gold Rush Race 4.0 5K Run & 3K Walk

Sunday, September 11, 2022, Redar Park, Schererville, IN
Sponsorship Opportunities

Gold Presenting Sponsor \$5,000 (1 available)

Recognized on our website for one full year and at event with company logo on large lawn sign. Large logo on event t-shirts. Listed on all social media and press releases. Includes 12 run or walk tickets and 12 event t-shirts.

Silver Sponsor \$2,500

Recognized at event with company logo on lawn sign. Logo on event t-shirts. Listed on all social media. Includes 10 run or walk tickets and 10 event t-shirts.

Bronze Sponsor \$1,500

Recognized at event with company logo on lawn sign. Logo on event t-shirts. Listed on all social media. Includes 8 event tickets and 8 event t-shirts.

Sprint Sponsor \$1,000

Recognized at event with company logo on lawn sign. Logo on event t-shirts. Listed on all social media. Includes 6 event tickets and 6 event t-shirts.

Jog Sponsor \$500

Recognized at event with company logo on lawn sign. Logo on event t-shirts. Listed on all social media. Includes 4 event tickets and 4 event t-shirts.

Company Name _____ **Contact Name** _____

Contact Phone _____ **Contact Email** _____

*A committee member will contact you for media files.
Please indicate your choice and make checks payable to:
The NICK Foundation, PO Box 824, Schererville, IN 46375

***Please call us if you would like to donate an auction item. One of our committee members will pick it up.**

To pay online or for more information, visit **www.nwicancerkids.org/GRR**
219-552-1217
info@nwicancerkids.org

The NICK Foundation is a 501(c)3 charity. EIN #27-0432795



GREAT GOLD RUSH

RACE 4.0

5K RUN/3K WALK

AND FAMILY FESTIVAL

September 11, 2022

Redar Park - Schererville, IN

REGISTRATION
STARTS AT:
11AM



STEP OFF:
Noon

Family Festival 12PM to 3PM: DJ, food, auctions, games & more!

SIGN UP BY SEPT. 1ST TO SAVE:
NWICANCERKIDS.ORG/GGRR

Did you know?

September is Childhood Cancer Awareness Month



Kleinpeter Consulting appreciates the opportunity to submit our packet for consideration regarding the Town of Cedar Lake's water project that is funded by SRF. We provide the following information for your review:

Kleinpeter Consulting Group Bio:

Kleinpeter Consulting Group has provided grant administration and labor standards services for over \$240,000,000 in construction funds. Our Firm is staffed with 11 Professionals with over 100 years' experience in labor standards compliance. Judy Strauser leads our labor standards team having previously worked for the Department of Labor which is the federal agency responsible for overseeing and ensuring Davis Bacon wage compliance.

Our staff are well versed in supporting communities with State and Federal grant administration services including labor standards. We have worked with contractors, engineers, community representatives, elected town officials and legal counsels to meet all requirements necessary for your project to stay in compliance. Upon completion of the project, Kleinpeter Consulting will submit the final report required to SRF and the Town. Kleinpeter Consulting Group has a 100% compliance rate on our SRF projects.

Kleinpeter Consulting community client base is very diverse. They range from small communities such as the Town of Glenwood with a population of 250 residents to the City of Crown Point with a population of over 34,000 residents. This allows us the opportunity to work on both small and large SRF projects. Kleinpeter Consulting Group is currently working on SRF labor standards projects in the nearby communities of Crown Point and Lacrosse. Kleinpeter Consulting Group has over 20 active SRF projects around the state currently with our largest project being the City of Elkhart's \$80,000,000 project.

We appreciate the opportunity to be considered to help fulfill the requirements of the SRF labor standards for the Town of Cedar Lake. Please see our attached proposal. Please don't hesitate to email or call should you have any questions.

Mike Kleinpeter

Mike Kleinpeter
Kleinpeter Consulting Group, Owner
812-525-7080
mike@kleinpeterconsulting.com

AGREEMENT FOR PROFESSIONAL LABOR STANDARDS SERVICES

TOWN OF CEDAR LAKE DRINKING WATER IMPROVEMENTS FOR STATE REVOLVING LOAN FUND (SRF)

THIS AGREEMENT ("this Agreement") is made and entered into effective as of the date of the last signature affixed to this Agreement, by and between the Town of Cedar Lake, acting by and through its proper officials, and Kleinpeter Consulting Group LLC, a limited liability corporation.

RECITALS

WHEREAS, the Town of Cedar Lake has received a contract to conduct labor standards for the Town's State Revolving Fund (SRF) loan (hereinafter called "SRF Loan" or "Loan"), **for the purpose of making drinking water improvements** and that the Town of Cedar Lake, desires to have professional assistance with the labor standards of said project; and

WHEREAS, Kleinpeter Consulting Group, LLC has extensive experience, knowledge and expertise delivering such professional labor standards services;

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

SECTION 1 – SCOPE OF WORK:

The following is a description of the services to be provided by Kleinpeter Consulting Group LLC, for this project.

1.1 Designation of Labor Standards Officer: Kleinpeter Consulting Group, LLC shall be responsible for labor standards of this project and shall provide services for the following:

a. OBTAIN WEEKLY PAYROL AND STATEMENT OF COMPLIANCE

Certified payrolls are to be submitted for (52) weeks by the prime contractor. The prime contractor is responsible to collect and submit the subcontractor payrolls and statement of compliance weekly to Kleinpeter Consulting Group, LLC. Payrolls beyond this period are deemed "out of scope" and require an amendment to this contract.

b. VERIFY JOB SITE POSTINGS ARE IN PLACE

Kleinpeter Consulting Group, LLC is responsible to ensure the contractor has posted the "Notice to All Employees" poster, the required federal Poster (WH 1321) at the construction site

c. VERIFY COMPLIANCE WITH PREVAILING WAGE REQUIRMENTS

Kleinpeter Consulting Group, LLC will check weekly payrolls, verify fringe benefits, and conduct

employee interviews to ensure that the contractor/subcontractor is complying with requirements and paying the appropriate wage rates.

Kleinpeter Consulting Group, LLC will conduct immediate interviews in response to an alleged violation of the prevailing wage requirements.

Conduct employee interviews in confidence utilizing Form 1445 or equivalent document for the interviews is required to memorialize interviews.

Verify evidence of fringe benefit plans and payments of these plans by contractors and subcontractors who claim credit for fringe benefit contributions.

Review contractors and subcontractors use of apprentices and trainees. Verify registration and certification of apprentices and trainees with respect to apprenticeship and training programs approved by US Dept. of Labor or a state program; that contractors and subcontractors are not using a disproportionate number of laborers, trainees, and apprentices. Conduct these reviews in accordance with the payroll and employee interviews.

Maintain all labor standards records, including information on any restitutions (underpayments to laborers), on file. NOTE: Employees home address and social security number should not be on the certified payrolls.

Submit a final federal labor standard report to the Town of Cedar Lake at the project completion.

Maintain labor standards records (certified payrolls, employee interviews, records of wage incidents, correspondence, debarment, search results, etc.) with the project files at Kleinpeter Consulting Group LLC's office for a period of three years after construction completion. Such records shall be available on request of the Town of Cedar Lake or SRF.

SECTION 2 – TOWN OF CEDAR LAKE RESPONSIBILITIES:

- 2.1 Town of Cedar Lake shall designate a contact with respect to the work to be performed under this Agreement and to coordinate with the designated labor standards officer as it relates to SRF labor standards

Chris Salatas
Name

219-374-7400
Phone Number

- 2.2 The Town of Cedar Lake shall be informed of all SRF project milestones in the implementation of the grant and shall work with the Labor Standards Officer to ensure mandated SRF deadlines are met and a timely project scope when such change is an apparent possibility.
- 2.3 The Town of Cedar Lake shall immediately inform Kleinpeter Consulting Group LLC of any potential change in the project scope when such change is an apparent possibility.

SECTION 3 – COMPENSATION:

- 3.1 The Town of Cedar Lake shall pay Kleinpeter Consulting Group LLC **Fifteen Thousand Dollars (\$15,000)**. The project will be billed quarterly for services outlines in section 1.

SECTION 4 – TIME FOR PERFORMANCE

- 4.1 The term of this Agreement shall be from the date of the last signature affixed to the Agreement until the completion of the project

SECTION 5 – GENERAL PROVISIONS:

- 5.1 No Investment in Iran: As required by IC 522-16.5-13, Kleinpeter Consulting Group LLC, LLC Certifies that Kleinpeter Consulting Group LLC, LLC is not engaged in investment activities in Iran. Providing false certification may results in the consequences listed in IC 5-22-16.5-14, including termination of this Agreement and denial of future state contracts, as well as imposition of a civil penalty.
- 5.2 Changes in Scope of Work: Upon any change in the scope of the project, differing from the approved SRF project agreement, the Kleinpeter Consulting Group LLC, Labor Standards Officer shall be informed promptly.
- 5.3 Waiver of Modification Ineffective Unless in Writing: No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless signed by a duly authorized representative of The Town of Cedar Lake and a duly authorized representative of Kleinpeter Consulting Group LLC.
- 5.4 Employment Eligibility Verification: Kleinpeter Consulting Group LLC affirms under penalties of perjury that he/she/it does not knowingly employ unauthorized alien
- a. Kleinpeter Consulting Group LLC shall enroll in and verify the work eligibility status of all his/hers/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. Kleinpeter Consulting Group LLC is not required to participate should E-Verify program cease to exist.
 - b. Kleinpeter Consulting Group LLC shall not knowingly employ or contract with an unauthorized alien. Kleinpeter Consulting Group LLC shall not retain an employee or contract with a person that Kleinpeter Consulting Group LLC, subsequently learns is an unauthorized alien.
- 5.5 Independent Contractor: Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party, Kleinpeter Consulting Group LLC

- 5.6 Hold Harmless: The Town of Cedar Lake shall indemnify and hold harmless Kleinpeter Consulting Group LLC, from and against all damages, claims, and liability arising from or connected with Kleinpeter Consulting Group LLC provision of services, or failure to provide services, including liability for any property damage or personal injury, unless due to the negligence or willful misconduct of Kleinpeter Consulting Group LLC. Kleinpeter Consulting Group LLC shall indemnify and hold harmless the Town of Cedar Lake from and against all damages, claims and liability arising from or connected with the Town's acts or omissions relating to this contract, including liability for any property damage or personal injury, unless due to the negligence or willful misconduct of the Town
- 5.7 Termination: Either party may terminate this Agreement, in whole or in part, whenever, for any reason, it determines that such termination is in its best interests. Termination or partial termination of the Agreement shall be affected by delivering the other party a Termination Notice thirty (30) days prior to termination. Such notice should be delivered in the manner described in Section 5, Paragraph 5.8 of this Agreement. Termination may be made effective immediately by mutual written consent of both parties.
- 5.8 Notice to Parties: Any notice, request, consent, or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid as follows:

Notices to the Town of
Cedar Lake shall be sent
to:

Attn: Randy Niemeyer
Town Council President
7408 Constitution Avenue
Cedar Lake, IN 46303

Notices to Kleinpeter
Consulting Group LLC
shall be sent to:

Attn: Michael Kleinpeter
Kleinpeter Consulting Group LLC
1381 W. Smokey Row Road
Greenwood, IN 46143

or to such other address or addresses as shall be finished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended receipt, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed, and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

SECTION 6 – AGREEMENT

This Agreement, together with other documents as enumerated below, form the Agreement between the parties hereto:

6.1 Employment of Unauthorized Aliens Affidavit (Appendix I)

In witness whereof, the Town of Cedar Lake and Kleinpeter Consulting Group LLC, have, through duly authorized representatives, enter into this Agreement. The parties having read and understand the forgoing terms of this Agreement do by their respective signatures dated below hereby agree to the terms thereof.

The Town of Cedar Lake

Kleinpeter Consulting Group LLC

_____	_____	<u>Michael Kleinpeter</u>	<u>8/2/2022</u>
Signature	Date	Signature	Date
<u>Randy Niemeyer, Town Council President</u>		<u>Michael Kleinpeter, President</u>	
(Name and Title)		(Name and Title)	

Appendix I

EMPLOYMENT OF UNAUTHORIZED ALIENS AFFIDAVIT

I hereby affirm that I am duly authorized officer/director of the Kleinpeter Consulting Group LLC, LLC and I hereby certify that as of the date of this Affidavit, Kleinpeter Consulting Group LLC, LLC does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1234a(h)(3).

I AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FORGOING REPRESENTATIONS ARE TRUE.

8/2/2022

Date

Michael Kleinpeter

Signature

Michael Kleinpeter, President

Name and Title

August 11, 2022

Mr. Chris Salatas
Town of Cedar Lake
7408 Constitution Ave
Cedar Lake, IN 46303

SCOPE OF SERVICES

Dear Chris:

This Scope of Services along with the accompanying Agreement confirms KSM's understanding of the services KSM Business Services, Inc. (KSM) is to provide for Cedar Lake (Client).

Engagement

The objective of this engagement will be to provide the following consulting services:

1. Coordinate federal funding compliance for SRF
2. Work with community on Davis-Bacon wage compliance
3. General Government Advisory

Responsibilities

The engagement will consider financial and nonfinancial information, taking into consideration the factors we consider appropriate.

Client agrees to provide, upon request, all financial and nonfinancial information and documentation deemed necessary or desirable by KSM in connection with the engagement. Client will represent and warrant that all information and documentation provided or to be provided is true, correct and complete to the best of Client's knowledge and belief. Client hereby agrees that KSM may rely upon such information and documentation without independent investigation or verification.

At the conclusion of KSM's engagement, KSM will present KSM's findings to Client in an oral report. KSM will also provide a draft written report to Client outlining KSM's findings at Client's request. KSM will provide a final report upon request. Furthermore, any reports will state that KSM did not independently verify the information gathered or contained in KSM's report and, accordingly, that KSM's report will include a statement that the information presented is based on discussions with and information provided by the Client. KSM's procedures will not constitute an audit, review, or compilation of the information provided and, accordingly, KSM will not express a conclusion or provide any other form of assurance on the completeness or accuracy of the information.

KSM has no responsibility to update KSM's report for events and circumstances that occur after the date of its issuance. If for any reason KSM is unable to complete the engagement, KSM will not issue a report as a result of the engagement.

KSM may from time to time, and depending on the circumstances, use third-party service providers in serving your account. KSM may share confidential information about Client with these service providers, but remain committed to maintaining the confidentiality and security of Client's information. Accordingly, KSM maintains internal policies, procedures, and safeguards to protect the confidentiality of Client's personal information. In addition, KSM will secure confidentiality agreements with all service providers to maintain the confidentiality of Client's information, and KSM, will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of Client's confidential information to others. In the event that KSM is unable to secure an appropriate confidentiality agreement, Client will be asked to provide Client consent prior to the sharing of Client's confidential information with the third-party service provider. Furthermore, KSM will remain responsible for the work provided by any such third-party service providers.

Client may request that KSM perform additional services not addressed in this Scope of Services. KSM may issue a separate Scope of Services covering the additional services. In the absence of any other written communication from KSM documenting such additional services, KSM's services will continue to be governed by the terms of this Scope of Services and accompanying Agreement.

Administration, Fees and Other

Cedar Lake is the KSM representative on the engagement. Additional staff will be used on the engagement to complete the work. KSM's fees are based on the number of hours spent, the complexity of the services, and the experience of the individuals assigned to the engagement. KSM's fees are based on anticipated cooperation from Client and/or Client's personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, KSM's fees will increase accordingly. Client will also be billed for any travel and other out-of-pocket costs.

Fee - \$15,000

Mr. Chris Salatas
August 11, 2022
Page 3

KSM appreciates the opportunity to be of service to Client and believes this Scope of Services accurately summarizes the significant terms of KSM's engagement. If Client agrees with the terms of KSM's engagement as described in this Scope of Services and the accompanying Agreement, please sign and return it to KSM.

Sincerely,



Michael E. North, Partner
KSM Business Services, Inc.



Luke Bosso, Managing Director Government Advisory
KSM Business Services, Inc.

MEN:LB:cad
Enclosure

RESPONSE:

This Scope of Services and the accompanying Agreement correctly sets forth the understanding of Town of Cedar Lake.

Officer Signature: _____

Title: _____

Date: _____

TERMS AND CONDITIONS (“Agreement”)

Scope of Services. This Agreement states the scope of services to be provided by KSM to Client as more fully defined in the Scope of Services accompanying these terms. In order to provide the services outlined in the Scope of Services and subject to these Terms and Conditions, Client agrees to furnish KSM with complete and accurate information as requested and required by KSM to complete the services. Failure to provide the necessary information may cause delays in KSM’s provision of services. Client may request that KSM perform additional services not contemplated in the Scope of Services. If this occurs, KSM will communicate with Client in writing regarding the scope and estimated cost of these additional services. Engagements for additional services may necessitate that KSM amend this Agreement or issue a separate Scope of Services to reflect the obligations of both parties. In the absence of any other written communications from KSM documenting additional services, KSM’s services will be limited to and governed by this Agreement and the accompanying Scope of Services contained herein.

All work product and deliverables provided by KSM to Client as a result of the services performed are for Client’s internal use only, unless stated otherwise in the Scope of Services, and such use will be consistent with the intended use per the Scope of Services. If Client uses deliverable for any other purpose including but not limited to providing the deliverable(s) to 3rd parties, Client agrees to indemnify and hold KSM harmless from any claim(s) made against Client or KSM in any way related to the deliverable(s). At times, KSM may issue draft products or deliverables which should not be relied upon by Client. Unless required by a regulatory or governing body, KSM will not update final products or deliverables for situations where KSM is made aware of events after providing the final product or deliverable.

Client agrees it will not use KSM products or deliverables, or the KSM name or brand, in any published documents without prior written approval of KSM. KSM is sometimes asked to provide client references for the purpose of engaging a new company. Client agrees to allow KSM to use Client name and a general description of the services provided to Client in its general marketing and prospecting efforts. KSM may also provide contact information of key personnel within Client to a prospective client for purposes of discussing Client’s opinion of KSM’s services.

From time to time, KSM may share information, insights and news in the form of newsletters, blogs or other general communications. The information provided in such general releases in no way creates a client relationship or attempt to provide legal or investment advice.

KSM may refer certain relationships to Client during the course of the engagement. Such referral does not create a binding commitment between KSM and Client unless accompanied by a separate contract. Client should conduct its own due diligence on all referrals and is the ultimate decision maker related to contracting/engaging a KSM referral.

During the course of our engagement with Client, KSM may make recommendations and inform you of the risk involved with such recommendations. It is the Client’s decision as to whether or not to take KSM’s recommendation(s) on such positions in light of the risk involved. Client agrees to indemnify, defend and hold KSM harmless in the event its recommendations to Client are accepted by Client but ultimately disallowed by or on behalf of third parties including but not limited to governmental taxing agencies that may disallow such positions.

LIMITATION OF LIABILITY. CLIENT AND KSM HAVE DISCUSSED THE RISKS AND BENEFITS OF THE SERVICES TO BE RENDERED AND THE FEES FOR SUCH SERVICES. INDEMNIFIED PERSONS, INCLUDE BUT ARE NOT LIMITED TO PAST, PRESENT OR FUTURE PARTNERS, PRINCIPALS, SHAREHOLDERS, OFFICERS, DIRECTORS, MEMBERS EMPLOYEES, AND INDEPENDENT CONTRACTORS OF KSM. INDEMNIFIED PERSONS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOST PROFITS, GOODWILL, SAVINGS OR BUSINESS OPPORTUNITIES UNDER ANY LEGAL THEORY ARISING OUT OF THIS AGREEMENT OR THE SERVICES TO BE PERFORMED HEREUNDER. INDEMNIFIED PERSONS SHALL NOT BE LIABLE FOR ANY FAILURE OR DELAY DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. CLIENT AGREES THAT ANY CLAIM ARISING OUT OF THIS AGREEMENT SHALL BE MADE WITHIN THE STATUTE OF LIMITATIONS BUT IN NO EVENT, REGARDLESS OF THE STATUTE OF LIMITATIONS, MAY A CLAIM BE BROUGHT MORE THAN THREE YEARS AFTER THE CONCLUSION OF SERVICES AS DESCRIBED IN THE SCOPE OF SERVICES, REGARDLESS OF ANY LONGER PERIOD OF TIME FOR COMMENCING SUCH CLAIMS AS MAY BE SET BY LAW. "CLAIM" IS UNDERSTOOD TO BE A DEMAND FOR MONEY OR SERVICES, THE SERVICE OF A SUIT, OR THE INSTITUTION OF ARBITRATION PROCEEDINGS AGAINST KSM. KSM'S TOTAL LIABILITY FOR ALL CLAIMS, DAMAGES AND COSTS OF CLIENT ARISING FROM AN ENGAGEMENT IS LIMITED TO 2 TIMES THE TOTAL AMOUNT OF FEES PAID BY CLIENT TO KSM FOR SERVICES RENDERED UNDER THIS AGREEMENT.

Assistance provided pursuant hereto will be based upon the law, advisory opinions, regulations, cases, rulings, and other authority in effect at the time specific assistance is provided. If there are subsequent changes in or to the foregoing authorities, Client acknowledges that such changes may result in that assistance being rendered invalid or necessitate (upon Client's request) a reconsideration of that prior assistance. Unless specifically requested as part of the Scope of Services, Client has not engaged KSM to provide ongoing updates to changes in laws, regulations, or other circumstances that could impact Client's future operating position.

Term. KSM reserves the right to withdraw from this Agreement including all engagements contemplated by such Agreement without completing the work for any reason including but not limited to Client failure to comply with the terms of this Agreement which includes Client's failure to pay fees in accordance with the terms of this Agreement. In addition, if KSM, in its sole discretion, believes a conflict has arisen affecting KSM's ability to service Client, KSM may suspend or terminate services without completing the engagement.

Management Responsibility. Judgment is often required in resolving questions and applying certain provisions where the law or other regulatory guidance may not be clear, or where there may be conflicts between an authorities' interpretations of the law and other supportable positions. Authorities may assert other positions through examination or other inquiry, and the ultimate outcome of such matters can be unpredictable. Ultimately, Client agrees to assume all management responsibilities including making all management decisions; oversee KSM's services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or expertise; accept responsibility for the timely submission to KSM of all information necessary to perform KSM's work; evaluate the adequacy and results of KSM's services and determine whether to implement those results; and establish and maintain internal controls, including monitoring ongoing activities.

Non-Solicitation. KSM invests significant time and expense recruiting, hiring and maintaining its employee base. Furthermore, employees who are directly and indirectly involved in providing services ("Key Employees") may be subject to confidential or sensitive information concerning Client whereby hiring such Key Employee(s) could cause KSM an impairment of independence thus harming both KSM and Client. Therefore, Client agrees that during the term of the Scope of Services and this Agreement and for two (2) years after its expiration, Client will not solicit or hire any Key Employees from KSM without the written consent of KSM. Client agrees to inform the partner on the engagement before entering into any substantive employment discussions with Key Employees. In the event KSM provides employment consent, Client may be required to pay a monetary fee to KSM to compensate KSM for their loss of such employee.

Billing and Payment. KSM's fees and, in some cases, the billing frequency are outlined in the Scope of Services. KSM's invoices are due upon receipt. KSM's fee is dependent on the timely delivery, availability, quality, and completeness of the information Client provides to KSM pursuant to the Scope of Services. If KSM encounters situations that requires the firm to devote substantially more time to the engagement than budgeted, KSM will contact you in advance and provide to you a revised estimate of our professional fees. Client has 30 days from the invoice date to review invoices and to communicate to KSM any disagreement in writing, after which Client waives the right to contest the invoices.

If payment is not received within 30 days of the invoice date, Client will be assessed interest charges of 1 ½% per month on the unpaid balance. KSM reserves the right to suspend or terminate work. If work is suspended or terminated, Client agrees that KSM will not be responsible for Client's failure to meet government and other deadlines, for any penalties or interest that may be assessed against Client resulting from Client's failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of work.

Requests for/Disclosure of Information. All information Client provides to KSM in connection with this Agreement will be maintained by KSM on a strictly confidential basis. If KSM receives a summons or subpoena requesting that KSM produce documents from this engagement or testify about this engagement and KSM is not prohibited from doing so by law, regulation or court order, KSM agrees to inform Client of such requests as soon as practicable. Client may, within the time permitted for KSM to respond to any request, initiate such legal action as Client deems appropriate to protect information from discovery. If Client takes no action within the time permitted for KSM to respond, or if Client's action does not result in a judicial order protecting KSM from supplying requested information, KSM may construe Client's inaction or failure as consent to comply with the request. Provided KSM is not a party to the proceeding in which the information is sought, Client agrees to reimburse KSM for professional time and expenses as well as the fees and expenses of KSM's counsel incurred in responding to such requests.

Certain communications involving tax advice are privileged and not subject to disclosure to the IRS. By disclosing the contents of those communications to anyone, or by turning over information about those communications to the government, Client, Client's employees, or Client's agents may be waiving this privilege. To protect this right to privileged communication, please consult with KSM or Client's attorney prior to disclosing any information about KSM's tax advice. Should Client decide that it is appropriate for KSM to disclose any potentially privileged communication, Client agrees to provide KSM with written, advance authority to make that disclosure.

Use of Third-Party Services. We may from time to time, and depending on the circumstances, use third-party service providers in serving your account, including, but not limited to, analytical tools and benchmarking. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by such third-party service providers.

Privacy and Electronic Communication. In the interest of facilitating services to Client, KSM may communicate by use of electronic services and send data over the internet, including, but not limited to electronic mail. Such communications may include information that is confidential to Client. KSM employs measures in the use of electronic devices and computer technology designed to maintain data security. KSM will use reasonable efforts to keep such communications secure in accordance with obligations under applicable laws and professional standards. Client recognizes and accepts that KSM has no control over the unauthorized interception of these communications once they have been sent, and Client consents to KSM's use of these electronic devices and the electronic transmission of data that may be confidential to Client during this Agreement.

Limitations on Oral and Email Communications. KSM may discuss with you our views regarding the treatment of certain items or decisions you may encounter. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may or may not be appropriate to proceed with a decision solely on the basis of any oral or email communication from us. You accept all responsibility, except to the extent caused by our gross negligence or willful misconduct, for any liability, including but not limited to additional tax, penalties or interest resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this service in a separate agreement.

Data Use, Protection and Security. KSM takes the security of Client data very seriously and, as such, requires that the electronic sharing and storage of files only occur through 3rd party providers approved by KSM. KSM will not access Client documents on the network of unapproved 3rd party providers. While KSM uses electronic file sharing and storage providers to best facilitate the timing of sending and receiving Client information, Client maintains every right to only provide KSM with paper copies of Client information.

In providing services to Clients, KSM may require information that is considered confidential client information which may include Personally Identifiable Information ("PII") as it identifies certain personal attributes of individuals including but not limited to address, bank account and social security information. KSM treats all client information, including PII, as confidential and has a duty to do so based on the standards promulgated by the American Institute of Certified Public Accountants. Client will only provide KSM with information, including PII, that is necessary for KSM to provide services to Client. Certain information requires even higher standards of data protection and may trigger notification requirements under applicable law if disclosed to KSM without authorization. Client will consult with KSM on information that could trigger any notification requirements before sending such information to KSM.

KSM is not a host for any Client information. Client is expected to retain all financial and non-financial information including anything Client uploads to a portal. Client is also responsible to download and retain copies of all documents KSM uploads to a portal in a timely manner. Portals are only meant as a method of transferring data and are not intended for the storage of Client's information. Information on a portal may be deleted by KSM at any time. Client is expected to maintain control over its accounting systems including the licensing of applications and the hosting of applications and data. KSM does not provide electronic security or back-up services for any of Client's data or records. Giving KSM access to Client's accounting system does not make KSM hosts of information contained within.

To the extent Client information necessary for KSM to complete its services is subject to the European Union General Data Protection Regulation ("GDPR"), Client and KSM each agree to be compliant with the requirements of GDPR. KSM maintains processes and systems to reasonably identify and manage information subject to GDPR. Client agrees it has the authority to provide information that is subject to GDPR to KSM. Client also agrees that by providing information subject to GDPR to KSM, it is not in violation of any applicable laws or regulations.

KSM's records retention policy requires the return of all original records and documents back to Client at the conclusion of each engagement. Client's records are the primary records for Client's operations and comprise the backup and support for Client's financial reports and tax returns. KSM's records and files are the property of KSM and are not a substitute for Client's own records. KSM firm policy requires the destruction of engagement files and workpapers after a period of 8 years. Catastrophic events or physical deterioration may result in KSM's records being unavailable before the expiration of the above retention period.

Client agrees to allow KSM to aggregate its data and, on an anonymous basis, use such data for purposes of industry, service and benchmarking analysis with such aggregated data being the exclusive property of KSM.

Dispute Resolution. If a dispute arises out of or relates to this Agreement including the Scope of Services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation pursuant to the guidelines established by the American Arbitration Association (AAA) under the Professional Accounting and Related Services Dispute Resolution Rules before resorting to arbitration, litigation, or some other dispute-resolution procedure. The mediator will be selected by agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. Any mediator so designated must be acceptable to all parties. The mediation will be conducted in Hamilton County, Indiana. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation

proceedings shall be shared equally by all parties while the cost of any outside legal representation for each party shall be borne by that party.

In the event mediation is unsuccessful, the courts of the state of Indiana shall have jurisdiction over the parties and all disputes between Client and KSM. Both parties agree to submit all disputes to the Hamilton County Superior or Circuit Court in Indiana. The law of the state of Indiana shall govern all such disputes.

Force Majeure. KSM will not be held liable for failure or delay to perform the obligations as described in this Agreement due to unforeseen circumstances beyond their reasonable control. Such circumstances may include, but are not limited to, natural disasters, acts of God, forces of nature, war, acts of terrorism, epidemics or pandemics as defined by the CDC, state or national emergencies or acts of governmental authority.

Severability. If any provision of this Agreement is deemed to be invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns. This Agreement may not be voluntarily assigned in whole or in part by either party without the prior written consent of the other.

Entire Agreement. This Agreement and its attachments including any Scope(s) of Services, contain the entire agreement between Client and KSM with respect to services specified and supersede all prior and contemporaneous agreements, negotiations and understandings regarding these services. All modifications, claims, and requests, pursuant to or in addition to this Agreement, are to be made only by mutual written consent. There are no other understandings, statements, promises or inducements, oral or otherwise, contrary or supplementary to the terms of this Agreement and its attachments.



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

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Confirm Availability

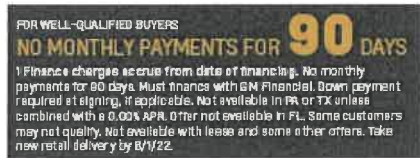
Call Us (tel:2194000110)

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

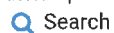
- May require additional optional equipment

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

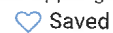


Search



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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

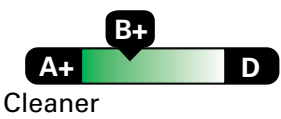
These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings
For information on how to compare, please see www.arb.ca.gov/ep_label

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
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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
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PRICE QUOTATION

Page : 1

Printed At : 11:35:36 11 AUG 2022

Quote Date	Quote No.	Quote Expiration Date	Writer	Slsm	WH	
08/11/22	117160	09/10/22	JDH	HJ		

Quoted To:TOWN OF CE

Ship To:TOWN OF CE

TOWN OF CEDAR LAKE
CLERK TREASURERS OFFICE
P O BOX 707
CEDAR LAKE IN 46303

TOWN OF CEDAR LAKE
CLERK TREASURERS OFFICE
P O BOX 707
CEDAR LAKE IN 46303

Quotation Note:

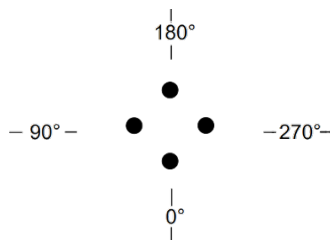
Ln	Order Quant	EDP Code / Description	Net Price	UM	Ext Price
1	6	STERN PT-A850-73-VCOB- 4L30TA-7860100137 COMPLETE CATALOG NUMBER PT-A850-73-VCOB-4L30TA- MDL05-A-NF/2512P5-.188/BK ANCHOR BOLTS INCLUDED	3865.000	EA	23190.00

THANK YOU FOR YOUR BUSINESS

Sub-Total \$23,190.00

EXEMPT ORGANIZATIONS Tax \$0.00

Quotation Total \$23,190.00



(4) 3/4" X 18" Anchor Bolts, 16" Bolt Circle,
Diamond pattern

Access Door Orientation: 0°
Street Side Orientation: 180°

CENTER POST TOP FIXTURE: A850

The A850 Old Town series is a traditional acorn style fixture which consists of a decorative cast aluminum fitter, cast ballast housing assembly and polycarbonate or acrylic clear textured acorn globe. It shall be appointed with a cast aluminum decorative 4-vane finial.

Model: A850 (Acorn with no Finial) (NF)

PT FITTER: 73

Fitter: 73

PT LIGHT SOURCE: -VCOB-4L30TA-MDL05

Number of LEDs: 4 LEDs, 40W for MD_02, 56W for MD_03, 75W for MD_05 (VCOB-4L)
Color Temp: 3000K (30)
Distribution: TA (Asymmetric) (TA)
Driver: MDL05 (500mA, 120-277V) (MDL05)

PT FIXTURE OPTIONS: -A

Acorn Material: Textured Acrylic (A)

POLE: 2512FP5-188

The 20" diameter cast 356 aluminum alloy base and aluminum shaft shall be a one-piece construction. The pole shall be U.L. or E.T.L. listed in U.S. and Canada. All pole heights to have a tolerance of $\pm 2"$

Model: 2500 Lincoln (25)
Height: 12 Ft (12)
Shaft Type: Fluted Straight 5 Inch, 6061-T6 Aluminum Alloy (FP5)
Gauge: 0.188" (.188)

FINISH: BK

Assembly shall be powder coated to Black Smooth finish. Prior to coating, the assembly shall be chemically cleaned and etched in a 5-stage washing system which includes alkaline cleaning, rinsing, phosphoric etching, reverse osmosis water rinsing, and non-chrome sealing to ensure corrosion resistance.

Wind Load Evaluation

This assembly, as configured, MEETS AASHTO requirements for wind loading

Wind Speed: 90 mph
Gust Factor: 1.14

Job Name:

Customer Signature:

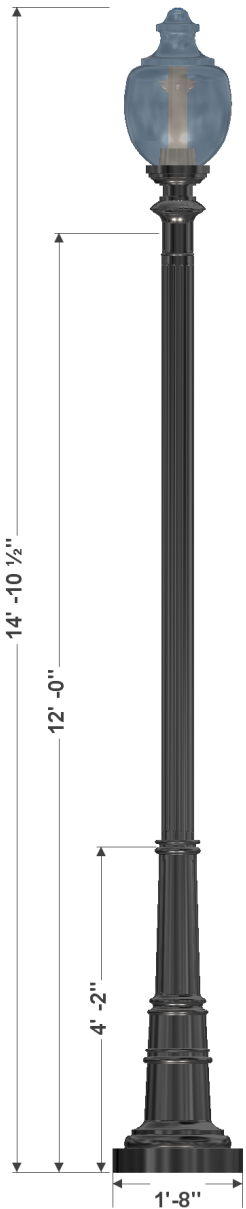
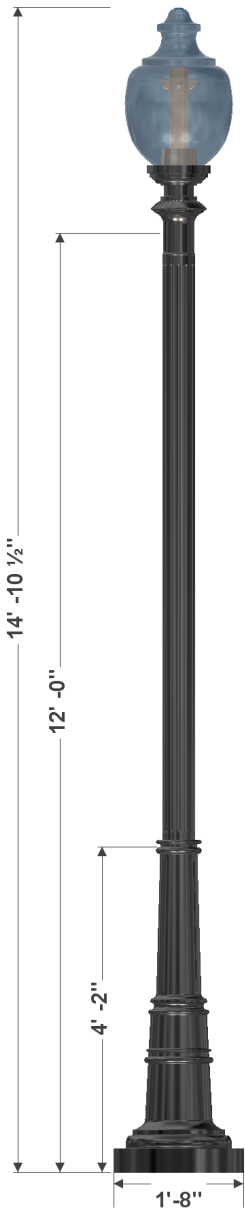
Drawing #44306

Job Location:

Date:

1 of 2

CONCEPTUAL ASSEMBLY DRAWING, SUBJECT TO ENGINEERING VERIFICATION BY THE FACTORY



Catalog Number: PT-A850NF-73-VCOB-4L30TA-MDL05-A / 2512FP5-.188 / BK



CEDAR LAKE FIREFIGHTERS ASSOCIATION

**P.O. BOX 2032
9450 W. 133RD AVE.
CEDAR LAKE, IN, 46303
(219) 374-5961**

CLFIREFIGHTERSASSOCIATION@GMAIL.COM

A 501(C)3 CHARITY ORGANIZATION

August 3, 2022

Town of Cedar Lake:

This letter shall serve as a formal agreement between the Cedar Lake Firefighters Association and the Town of Cedar Lake, whereby, the Cedar Lake Firefighter Association agrees provide to the Town of Cedar Lake the following for their Labor Day Festival the weekend of 9/3/22-9/5/22 at the Town of Cedar Lake Town Grounds, 7408 Constitution Avenue:

- One 30'x30' canopy tent, set up
- One 20'x40' canopy tent, set up
- One 10'X20' canopy tent, set up
- Setup of state required double fencing in event area.

In exchange, the Town of Cedar Lake agrees to provide the following to the Cedar Lake Firefighters Association for their Firefighters Fundraiser Concert the preceding weekend of 8/27/22-8/28/22.

- Use of the Town Grounds Bandshell area.

The Town of Cedar Lake and the Cedar Lake Firefighters Association also agree to split the costs of six 'Port-A-Jons' and one portable hand washing station to be delivered to the Town Grounds Bandshell area on 8/26/22 and picked up on 9/6/22 to be used for both events, to be ordered and arranged by the Town of Cedar Lake.

Signed:

Anthony DeAdam,
President, Cedar Lake Firefighters Association
August 3, 2022

Signed:

Signature: _____

Printed Name: _____

Title: _____

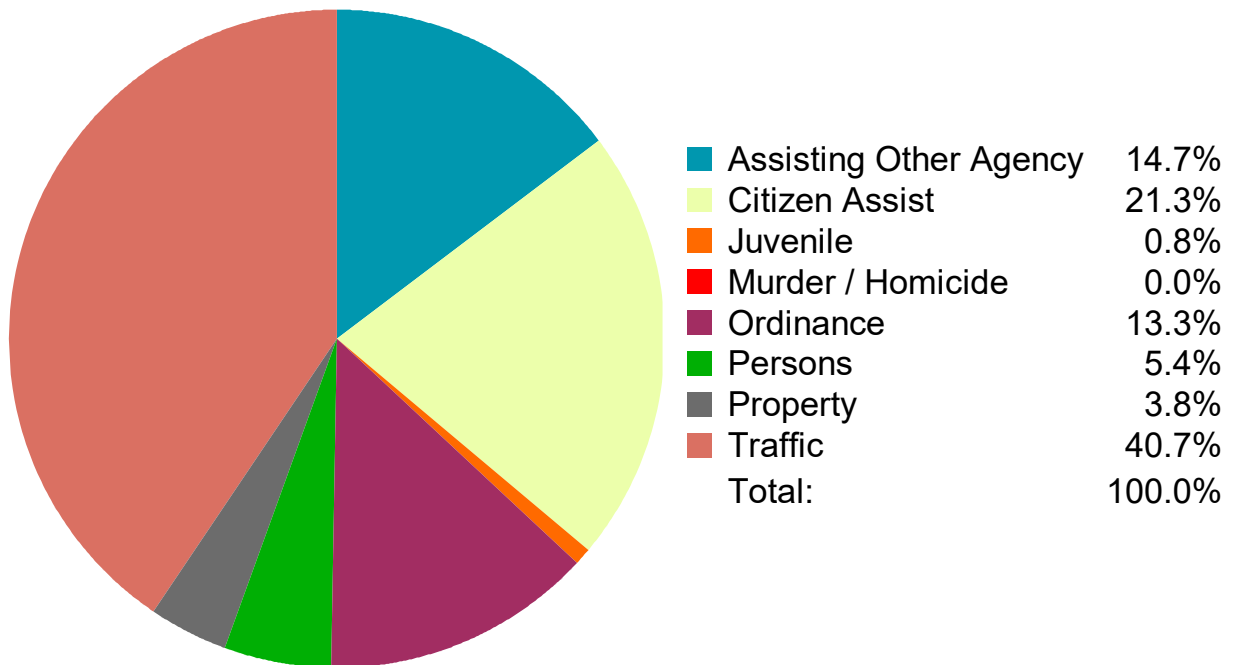
Date: _____

Town of Cedar Lake

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

Incident Type	Month Total	Year Total
Incidents Assisting Other Agency (Including Fire and EMS):	161	922
Incidents related to Citizen Assists:	233	1628
Incidents related to Juveniles:	9	56
Incidents related to Murder/Homicide:	0	0
Incidents related to Ordinances:	145	895
Incidents related to Persons:	59	452
Incidents related to Property:	41	203
Incidents related to Traffic:	444	3036
Incidents Not Classified:	1	2

Totals:	1093	7194
Average Daily Calls For Service: 34.09		



CITATION REPORT
July 2022 and Year-To-Date 2022

State Violations: 107

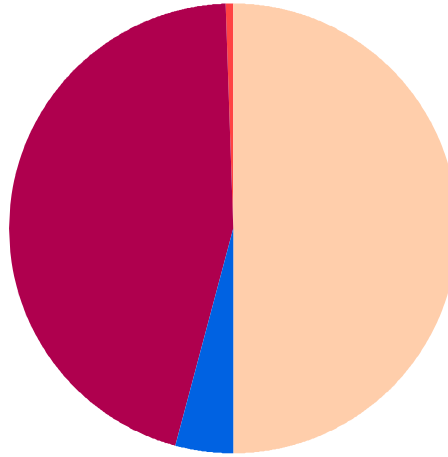
Town Traffic Violations: 9

Town Ordinance Violations: 97

Other Violations: 1

Total for July: 214

Year To Date: 1,119



State Violations	50.0%
Town Traffic Violations	4.2%
Town Ordinance Violations	45.3%
Other Violations	0.5%
Total:	100.0%

WARNING REPORT
July 2022 and Year-To-Date 2022

State Violations: 311

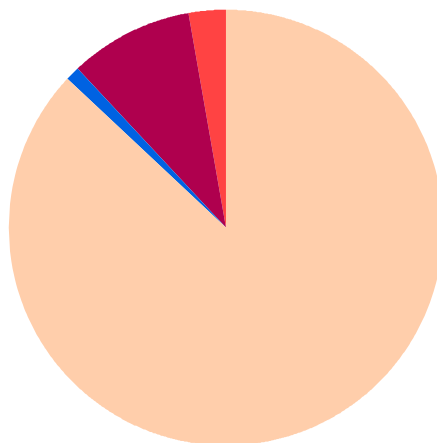
Town Traffic Violations: 4

Town Ordinance Violations: 33

Other Violations: 10

Total for July: 358

Year To Date: 2,388



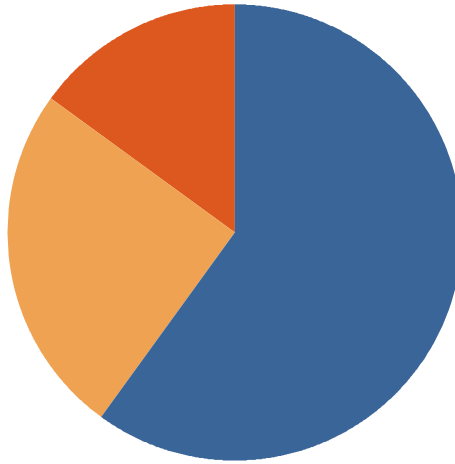
State Violations	86.9%
Town Traffic Violations	1.1%
Town Ordinance Violations	9.2%
Other Violations	2.8%
Total:	100.0%

ARREST REPORT
July 2022 and Year-To-Date 2022

Total Arrests: 29
Total Charges Filed: 60
Misdemeanor: 36
Felony: 15
Infraction: 0
Not Classified /
Warrant: 9

Year-To-Date

Total Arrests: 205
Total Charges Filed: 373

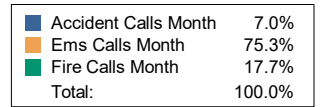
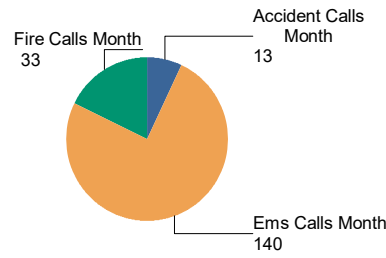
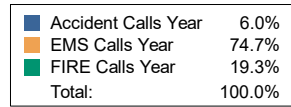
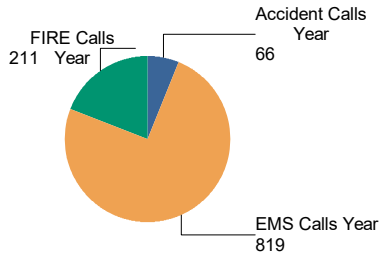


■ Misdemeanor	60.0%
■ Felony	25.0%
■ Infraction	0.0%
■ Not Classified	15.0%
Total:	100.0%

Cedar Lake Fire Department

Monthly Summary Report

1/1/2022 to 7/31/2022



Average Daily Calls for Service: 5.30

Yearly Totals

Agency Assist	5
Citizen Assist	1
Death Investgtn	1
Disturbance	1
Dom. Battery	1
Domestic Dist	2
EMS Abdominal	15
EMS Allergic	2
EMS Animal Bite	3
EMS Assault	11
EMS Back Pain	10
EMS Bleeding	13
EMS Breathing	97
EMS Burns	1
EMS Chest Pain	43
EMS Choking	2
EMS Death	9
EMS Diabetic	29
EMS Eye Injury	1
EMS Fall	105
EMS Full Arrest	13
EMS Gunshot	1
EMS Headache	2
EMS Heart Prob	23
EMS Heat / Cold	3
EMS Lift Assist	63
EMS Misc	3
EMS Mutual Aid	9
EMS Overdose	15
EMS Pregnancy	2
EMS Psych	46
EMS Seizure	26
EMS Sick Person	152
EMS Stabbing	2
EMS Standby	3
EMS Stroke	16
EMS Trauma	19
EMS Uncons	48
EMS Unknown	32
FIRE Alarm	43
FIRE Appliance	1
FIRE Assist	5
FIRE Brush	3
FIRE CO Alarm	7
FIRE Dive Rescu	1
FIRE Elevator	1
FIRE Gas IN	10

Monthly Totals

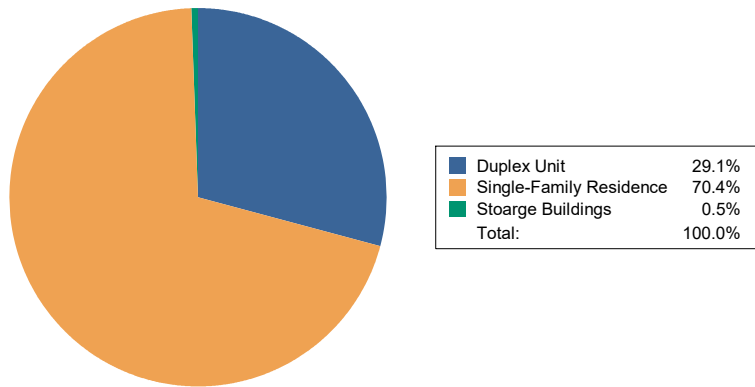
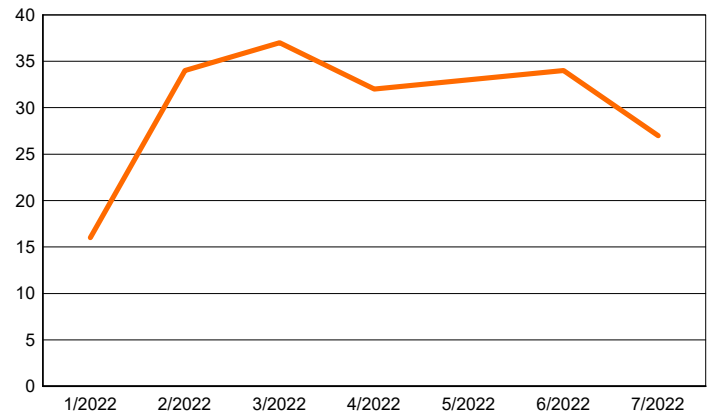
EMS Abdominal	1
EMS Allergic	1
EMS Animal Bite	2
EMS Assault	1
EMS Back Pain	2
EMS Bleeding	1
EMS Breathing	17
EMS Chest Pain	7
EMS Choking	2
EMS Death	2
EMS Diabetic	6
EMS Fall	11
EMS Full Arrest	1
EMS Heart Prob	2
EMS Heat / Cold	1
EMS Lift Assist	15
EMS Mutual Aid	2
EMS Overdose	1
EMS Pregnancy	1
EMS Psych	8
EMS Seizure	3
EMS Sick Person	24
EMS Standby	1
EMS Stroke	3
EMS Trauma	4
EMS Uncons	14
EMS Unknown	7
FIRE Alarm	6
FIRE Brush	1
FIRE CO Alarm	3
FIRE Gas IN	1
FIRE Mutual Aid	6
FIRE Odor	1
FIRE Outside	3
FIRE Rubbish	1
FIRE Smoke Out	2
FIRE Standby	1
FIRE Structure	2
FIRE Utility	3
FIRE Vehicle	1
FIRE Water Resc	2
PI Accident	13
Welfare Check	2
Total for Month:	188

FIRE Gas OUT	6
FIRE Hazmat	2
FIRE Inspection	7
FIRE Investigat	3
FIRE Misc	9
FIRE Mutual Aid	25
FIRE Odor	5
FIRE Outside	9
FIRE Rubbish	4
FIRE Search	1
FIRE Smoke	1
FIRE Smoke Odor	1
FIRE Smoke Out	4
FIRE Standby	7
FIRE Structure	21
FIRE Utility	18
FIRE Vehicle	5
FIRE Washdown	1
FIRE Water Resc	11
Lockout	1
Open Burning	1
Overdose	2
PD Accident	1
PI Accident	65
Suicidal Subj	4
Suicide Attempt	2
Welfare Check	2
Total for Year:	1,119

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

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

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

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

June 2022Residential New Construction Permits: **34**New Residential Construction Value: **\$8,649,380**New Construction Permits: **34** (2021 - 46 Res/1 Commercial)Total Value of Construction for June: **\$8,649,380****July 2022**Residential New Construction Permits: **27**New Residential Construction Value: **\$6,061,650**New Construction Permits: **27** (2021 - 27)Total Value of Construction for July: **\$6,061,650**Total New Construction Permits: **213**Total Value of New Construction: **\$54,564,640**Total Residential New Construction Permits: **212**Total Value of New Residential Construction: **\$53,377,919**Total Commercial New Construction Permits: **1**Total Value of New Commercial Construction: **\$1,186,721**Total School New Construction Permits: **0**

Total Value of New School Construction:

Town of Cedar Lake

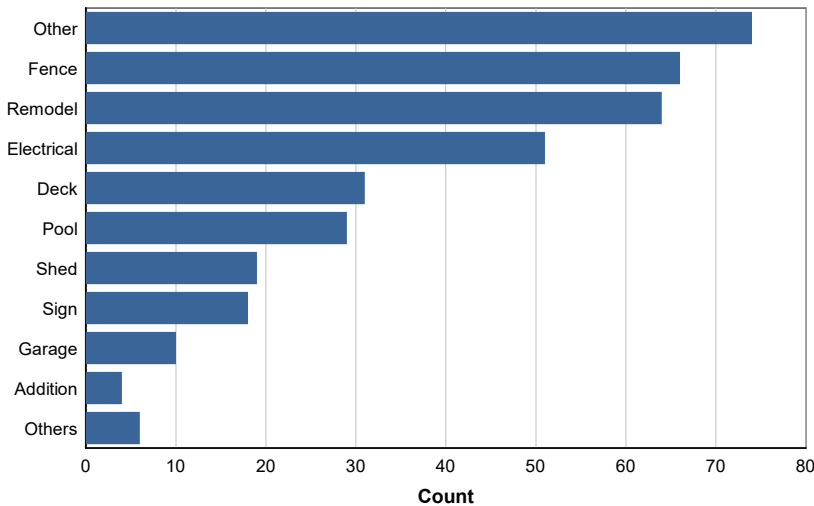
Office of Building, Zoning, and Planning

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

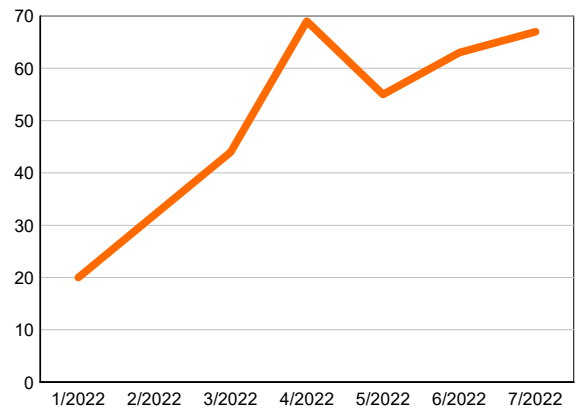
Tel (219) 374-7000 - Fax (219) 374-8588



Report of All Other Permits 1/1/2022 to 7/31/2022 Grouped by Month



Permits by Month



January 2022

Other Residential Permits: **17**

Other Commercial Permits: **1**

Other Open Space Permits: **2**

Total of Other Permits: **20*** (2021 - 17)

Other Residential Permits Value: **\$288,222**

Other Commercial Permits Value: **\$1**

Other Open Space Permits Value: **\$6,500**

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

February 2022

Other Residential Permits: **25**

Other Commercial Permits: **6**

Other Church Permits: **1**

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

Other Residential Permits Value: **\$261,632**

Other Commercial Permits Value: **\$1,262,258**

Other Church Permits Value: **\$150,000**

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

March 2022

Other Residential Permits: **39**

Other Commercial Permits: **3**

Other School Permits: **1**

Other Industrial Permits: **1**

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

Other Residential Permits Value: **\$455,025**

Other Commercial Permits Value: **\$12,690**

Other School Permits Value: **\$56,310**

Other Industrial Permits Value: **\$20,000**

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

April 2022

Other Residential Permits: **61**

Other Commercial Permits: **7**

Other Municipal Permits: **1**

Total of Other Permits: **69** (2021 - 80)

Other Residential Permits Value: **\$580,946**

Other Commercial Permits Value: **\$340,873**

Other Municipal Permits Value: **\$4,000**

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

May 2022Other Residential Permits: **46**Other Commercial Permits: **7**Other School Permits: **1**Other Municipal Permits: **1**Total of Other Permits: **55** (2021 - 71)Other Residential Permits Value: **\$665,932**Other Commercial Permits Value: **\$1,419,650**Other School Permits Value: **\$15,275**Other Municipal Permits Value: **\$48,000**Total Value of All Other Permits: **\$2,148,857**

June 2022Other Residential Permits: **53**Other Commercial Permits: **8**Other Open Space Permits: **2**Total of Other Permits: **63*** (2021 - 62)Other Residential Permits Value: **\$500,049**Other Commercial Permits Value: **\$48,738**Other Open Space Permits Value: **\$8,025**Total Value of All Other Permits: **\$556,811**

July 2022Other Residential Permits: **58**Other Commercial Permits: **8**Other Church Permits: **1**Total of Other Permits: **67*** (2021 - 61)Other Residential Permits Value: **\$885,190**Other Commercial Permits Value: **\$51,950**Other Church Permits Value: **\$1**Total Value of All Other Permits: **\$937,141**

Grand Total of Other Permits: 350**Grand Total Value of All Other Permits: \$7,081,266***** Year over Year Record**



August 13, 2022

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

Attention: Chris Salatas – Town Manager

Re: Town Engineer Report for August 16, 2022 Town Council Meeting
(CBBEL Project No.: 060015.00001)

Dear Council Members:

This letter summarizes Christopher B. Burke Engineering, LLC (CBBEL) Town Engineer activities for reporting and action (as necessary) for the August 16, 2022 Town Council Meeting. This report covers activities for the period of July 16, 2022 through August 13, 2022.

1) Cedar Lake Dredging and Sediment Dewatering Facility Project

The SDF site is presently being stripped of vegetation and topsoil. Approximately 40% of area has been completed. Clearing and brushing of the proposed pipeline route has been substantially cleared. Approximately 85% of this item is complete. The RxR flagging and inspection coordination issues have continued. We are awaiting the schedule from the RxR consultant (Alfred Benesch) after latest responses have been submitted to their most recent questions.

CBBEL is received all contract information from Dredge America for the Stage 2 portion of the project. It is our understanding that Town Attorney is reviewing this information. CBBEL will finish compiling the contract documents once we are notified that all documents are satisfactory. Dredging will not commence until 2023, but the pipeline may be installed later in the Fall or Winter of 2022.

2) MS4 Coordination

The new IDEM MS4 General Permit became effective on July 5, 2022. To meet document submittal deadlines included in the new permit by the end of December, CBBEL staff has begun assembling GIS data and updating the Water Quality Characterization Report. CBBEL is also implementing a database file management system to store documents and reports required to demonstrate compliance with the MS4 permit.

3) NIRPC/State Legislature/INDOT/IDNR Updates

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

4) Other Funding Opportunities

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

Appraisals were received from the Vale Appraisal Group on March 31st and American Valuation Appraisal Services in early June for parcels within the proposed trail corridor. The next step would be to engage the landowners to receive signed letters of intent.

CBBEL received the completed survey of the 133rd Avenue corridor on August 1st. Town staff directed CBBEL to complete a preliminary cost estimate to construct sidewalk on the south side and raise the 133rd Avenue roadway profile to eliminate current flooding.

- **Community Crossing Grant, 2022-1:** This project was awarded to Rieth-Riley on July 19, 2022 for \$303,619.00. The pre-construction meeting was held on August 3rd. Milling related to the project is scheduled to begin on August 16th.
- **Community Crossing Grant, 2022-2:** The second call of this program opened on July 1st. The deadline was extended to August 31st. We are working with Town staff to identify projects based on available matching funds. Projects being considered is pavement rehabilitation on 137th Avenue from Parrish Avenue to the railroad tracks and Town-wide crack sealing.
- **Railroad Grade Crossing Fund, INDOT:** Traffic Management Company (TMC) completed this work last month. We are awaiting invoicing from TMC to provide a pay application to the Town.
- **Community Development Block Grant (CDBG) – Lynnsway:** CBBEL forwarded the proposals to H3 for signature earlier this week. Once the contracts are fully executed, we will set up a pre-construction meeting with the County CDBG staff, Town staff, CBBEL, and H3.
- **Safe Streets and Roads for All (SS4A):** This is an USDOT funding opportunity advertised in May 2022 that will most likely be administered by State MPOs as discussed at the NIRPC 3PC meeting. The SS4A grant is a product of the new infrastructure bill with applications due on September 15, 2022. This program

provides funding for both planning and implementation (construction) of infrastructure and initiatives designed to prevent death and serious injury on roads and streets. Applicable planning documents must already be completed to be eligible for implementation grants. More information can be found at <https://www.transportation.gov/grants/SS4A>.

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

Parrish Avenue: The project was switched to the Phase 2 maintenance of traffic pattern over a week ago. This is a complete closure of Parrish Avenue except for localized access to Camelot Villas and Lighthouse Church. All other traffic must detour down to 141st Avenue or up to 133rd Avenue. This closure will be in effect for another three weeks.

Gatlin has begun extending the new storm sewer through the corridor. There have been numerous unmarked utilities throughout this corridor, which has slowed progress. However, storm sewer installation should be completed on Monday, with Milestone following with road digout on Tuesday or Wednesday.

Highland Subdivision: The subdivision is sitting at binder HMA and all driveway approaches have had surface HMA installed. Landscaping is on-going throughout the subdivision. Surface HMA will be placed with the Vermillion/Hilltop project.

Vermillion/Hilltop Streets: The road closure and detour signage was placed on Monday. Guardrail was removed on Wednesday and demolition milling of the Vermillion curve area was completed on Friday. Gatlin will begin installing storm sewer mid-week pending utility locates being provided.

6) Town Street Committee

- Shades (East of Morse St and North of 141st Avenue): CBBEL was directed to finalize design of the subdivision roadway and storm sewer improvements for a possible inclusion in the 2023-1 CCMG call. The project will be phased to match Town budget constraints. CBBEL is currently working on a phasing plan to meet funding allocations for 2023.
- 131st Place and Morse Street: CBBEL was directed to obtain survey costs for these two streets for possible improvements in 2023. The sub-consultant agreement was executed with DVG and we are awaiting the survey.

7) Redevelopment Commission

CBBEL is completing the following projects for the Redevelopment Commission:

- 133rd Avenue/King Drive Intersection Safety Improvements (DES No. 2000023): CBBEL received notification from our INDOT LaPorte District Project Manager on August 3rd that the Central Office review was completed on June 13th. The project has been closed and accepted by INDOT.
- Morse Street Corridor Pedestrian Path: Plan preparation is on-going. Project coordination will be required for the newly acquired Lighthouse well and potential future connections from Lakeside Subdivision.

A cost estimate was provided to Town staff for the extension of a 12-inch watermain from the Lighthouse well site to 137th Avenue to meet schedules associated with the new Town safety building. Project design of this corridor will be completed this winter for possible construction in Spring 2023.

We have also been directed to determine added cost to the project and feasibility to provide sidewalk on both sides of Morse Street, south of the Town Hall complex. This estimate is in progress and will be provided to Town staff shortly.

8) Plan Commission

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

- Silver Meadows PUD: CBBEL received a submittal from Diamond Peak on August 4th. We are currently reviewing the provided information.
- MacArthur Elementary School Expansion: CBBEL provided a letter to the Applicant on July 28th recommending approval of the final plat with corresponding the letter of credit value and fees.
- NYBY Commercial Development Preliminary Plat/Site Plan: CBBEL was awaiting a favorable motion from the Board of Zoning Appeals for a lot size variance. It is our understanding this was granted last Thursday. CBBEL will finalize our review next week.
- Beacon Pointe, Unit 6 and 7 Final Plat: CBBEL provided a letter to the Applicant on August 5th. We received revised plats for each Unit on August 12th.
- Oak Brook, Phase 1 Final Plat: CBBEL is currently reviewing the final plat provided for this development.
- Dykstra's 1st Addition Final Plat: CBBEL provided a letter to the Applicant on July 15th recommending approval. CBBEL has also been coordinating with the Applicant on satisfactory language regarding stormwater detention requirements to be included on the plat.
- Development Standards Manual Update: CBBEL has begun updates to the DSM. This work will continue through 2022 in conjunction with the Subdivision Control Ordinance updates.

9) Stormwater Management Board

7513 W. 136th Lane, Woodland Shores: The landowner noted stormwater issues located on his property. The property is located in a low area of 136th Avenue with several small drain tiles servicing the area. It was recommended that the drain tiles and corresponding downstream storm sewer system be televised by Public Works. Depending on these results, CBBEL will prepare an existing conditions hydraulic model of the system utilizing survey from a 2007 roadway capital improvement project to determine existing capacity. **The revised plans and cost estimate were presented to the Storm Board at the June 14th meeting. The project was taken under advisement pending funding. No Change.**

9080 W. 129th Place, Woodland Hills Subdivision: It is our understanding that the Town is still reaching out to the western and eastern parcels for this project. CBBEL met with the

central parcel owners on June 13th at their property. The homeowners were not interested in granting an easement along the rear portion of their lot. We will relocate proposed storm sewer pipe off their parcel, but assess the project is still viable. **No Change.**

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

6425 W. 145th Avenue: CBBEL is currently evaluating a drainage concern at the southeast corner of Wheeler Street and 145th Avenue. CBBEL and the Director of Operations met with the homeowner on July 18th to discuss issues in the area. We are still waiting on portions of the system to be camera'd to evaluate existing conditions. Town staff is currently looking into a possible lawsuit against the Town circa 2005 that led to the installation of the current storm sewer system.

141st Place & Cottage Grove Avenue: CBBEL presented an evaluation of a poorly drained area along the inside radius of this curve. It appears an existing roadside ditch was buried and the existing storm sewer infrastructure is most likely clogged. CBBEL recommended that this area be excavated by Public Works to locate the existing storm sewer infrastructure and restore proper drainage. **No Change.**

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

Stormwater Master Plan: CBBEL is preparing a proposal for the completion of a Town-wide Stormwater Master Plan. This plan would include mapping of the Town's entire storm sewer network, identification of system problem areas, hydrologic/hydraulic modeling of specific areas, public participation meetings, and a final plan report detailing future projects and cost estimates. **This proposal will be presented to the Town later at a later date.**

10) Building Department

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

Kiwanis Dog Park: The pre-construction meeting was held with CBBEL, Town staff, and Olson Construction on August 2nd. It is anticipated that the project will start in mid-September.

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

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

Sincerely,

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, CPMSM
Civil Engineer

L060015 Council Report 081322.docx

CC: Town Manager
 Director of Operations
 Building Administrator
 Town Attorney

Attachments: Project Status Report
 All Projects Schedule

Town of Cedar Lake – Project Status Report

Christopher B. Burke Engineering, LLC

updated 08/13/22

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
060015.00001	Town Council	n/a	Town Council Report for 08/16/22 meeting	Completed	08/13/22
060015.00002	Plan Commission	n/a	Plan Reviews & LOC Inspections	Plan Commission Meetings and Review of Plan Applications. See letter for details.	ongoing
060015.00003	Stormwater Management Board	n/a	Review and reporting concerning agenda action items	Reviewing items as requested and reporting status to Storm Board. See letter for details.	ongoing, as requested
060015.00006	Stormwater Cost of Services Study	n/a	ERU calculation review	Ongoing review of ERU calculations for parcels requested by Town.	ongoing, as requested
200323	Cedar Lake Dredging and Sediment Dewatering Facility Project	n/a	Construction Plans/Construction Observation	<p>The SDF site is presently being stripped of vegetation and topsoil. Approximately 40% of area has been completed. Clearing and brushing of the proposed pipeline route has been substantially cleared. Approximately 85% of this item is complete. The RxR flagging and inspection coordination issues have continued. We are awaiting the schedule from the RxR consultant (Alfred Benesch) after latest responses have been submitted to their most recent questions.</p> <p>CBBEL is received all contract information from Dredge America for the Stage 2 portion of the project. It is our understanding that Town Attorney is reviewing this information. CBBEL will finish compiling the contract documents once we are notified that all documents are satisfactory. Dredging will not commence until 2023, but the pipeline may be installed later in the Fall or Winter of 2022.</p> <p>– see 08/13/22 Council Report for details.</p>	ongoing
090043	MS4 Coordination	\$19,400 (annual)	MS4 Coordination Services & Development	<p>The new IDEM MS4 General Permit became effective on July 5, 2022. To meet document submittal deadlines included in the new permit by the end of December, CBBEL staff has begun assembling GIS data and updating the Water Quality Characterization Report. CBBEL is also implementing a database file management system to store documents and reports required to demonstrate compliance with the MS4 permit.</p> <p>– see 08/13/22 Council Report for details.</p>	ongoing

Town of Cedar Lake – Project Status Report

Christopher B. Burke Engineering, LLC

updated 08/13/22

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
TBD	Parrish Ave, Vermillion St/Hilltop St, Highland Subdivision	\$238,000	Construction Observation	<p><u>Parrish Avenue:</u> The project was switched to the Phase 2 maintenance of traffic pattern over a week ago. This is a complete closure of Parrish Avenue except for localized access to Camelot Villas and Lighthouse Church. All other traffic must detour down to 141st Avenue or up to 133rd Avenue. This closure will be in effect for another three weeks.</p> <p>Gatlin has begun extending the new storm sewer through the corridor. There have been numerous unmarked utilities throughout this corridor, which has slowed progress. However, storm sewer installation should be completed on Monday, with Milestone following with road digout on Tuesday or Wednesday.</p> <p><u>Highland Subdivision:</u> The subdivision is sitting at binder HMA and all driveway approaches have had surface HMA installed. Landscaping is on-going throughout the subdivision. Surface HMA will be placed with the Vermillion/Hilltop project.</p> <p><u>Vermillion/Hilltop Streets:</u> The road closure and detour signage was placed on Monday. Guardrail was removed on Wednesday and demolition milling of the Vermillion curve area was completed on Friday. Gatlin will begin installing storm sewer mid-week pending utility locates being provided.</p> <p>– see 08/13/22 Council Report for details.</p>	ongoing
190146	133 rd Ave/King St	\$49,900	Construction Observation	<p>CBBEL received notification from our INDOT LaPorte District Project Manager on August 3rd that the Central Office review was completed on June 13th. The project has been closed and accepted by INDOT.</p> <p>– see 08/13/22 Council Report for details.</p>	ongoing

Cedar Lake All Projects' Schedules

	2022												2023												2024												
	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	
Vermillion/Hilltop and Highland Subdivision																																					
Construction																																					
Parrish Avenue																																					
Construction																																					
133rd Avenue Resurfacing & Striping (CCMG)																																					
Construction																																					
Stage 1 - Sediment Dewatering Facility																																					
Construction																																					
Stage 2 - Cedar Lake Dredging																																					
Construction																																					



Cedar Lake Monthly Report - August

Veridus Recommendations

Date: August 12, 2022

Submitted For: Cedar Lake Town Officials

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

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

Lakeshore Bluffs

- Sent letter on behalf of Town to Schilling requesting a letter of intent to move project forward, February 2022
- Town Attorney drafted a non-binding MOU with Schilling to move the project forward
- In process of identifying next steps for the Town, pending Schilling response to Town MOU.
- Park Land was transferred to RDC
- Pending MOU receipt to Schilling, follow up meeting and next steps will be scheduled and review of next steps road map for redevelopment
- Veridus POC: Alaina Shonkwiler - Project Executive

Council Redistricting

- Veridus ready to present final map to council
- Town attorney will draft new voting ordinance for the town, as well as provide the legal descriptions for each ward
- Town will initiate public hearing process at council meeting
- Town must provide 10-day notice to Lake County Board of Elections for splitting precincts across ward boundaries
- Veridus POC: Alaina Shonkwiler - Project Executive and Jack Woods - Project Analyst

Public Safety Building

- Continued Weekly design coordination meetings with K2M and DS Architecture
 - Completed the Program and Needs Evaluation for both Police and Fire which included:
 - Visioning Session - completed
 - Facility Assessments - completed
 - Completed Program of Requirements
 - Concept development
 - Cost Modeling
 - K2M / DS Architecture had an in-person design review meeting on 6/1/22 with both Police and Fire
 - Reviewed proposed site layout and parking needs
 - Completed a detailed review of building layout and needs
 - Space data sheets were completed
-



Cedar Lake Monthly Report - August

- Next steps
 - Complete schematic design for final review on July 19th
 - Refined site design and schematic plans
 - Building elevations
 - Renderings
 - Cost estimate
 - Begin process to select BOT Developer
- Veridus POC: David Rainey – Director Owners Representation

Sports Complex

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

Building Fee Assessment

- Veridus completed an assessment of 20 communities per request of Town Manager for building and pertinent permit fees
- Comparable communities were selected from three categories based on similarity to Cedar Lake's population, population growth, or if the community was a lakefront community



Cedar Lake Monthly Report - August

- Fee and permit comparisons were provided for the following topics:
 - Residential construction
 - Commercial construction
 - Accessory buildings
 - Fences
 - Remodels
 - Demolitions
 - Garages
 - Signs
 - Decks
 - Charges for photocopies of documents
- Analysis was completed July 11th and sent to Town Manager

Monon Park – Comprehensive Master Plan Update

- June 30th Veridus met with representatives from the Historical Association and Museum
- Presentation for a master plan of a potential land area adjacent to town hall for the purposes of tourism and creating a downtown destination
- Discussion with Town Manager and Council representatives about integration of Parks Department/Cedar Lake Parks Board and this proposed project into an update for the Comprehensive Master Plan from 2021
- Review of slide deck from Historical Association and proposed land use planning for the area ongoing