



## TOWN COUNCIL PUBLIC MEETING AGENDA

September 6, 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

**PROCLAMATION:** Childhood Cancer Awareness Month

**PROCLAMATION & PRESENTATION:** National Suicide Prevention Month

**OATH OF OFFICE:** Fire Department – Jason Bieda, Part-time Paramedic

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

### CONSENT AGENDA:

1. **Minutes:** August 16, 2022
2. **Claims:** All Town Funds: \$587,776.02; Wastewater Operating: \$745,899.82; Water Utility: \$144,365.71; Storm Water: \$17,454.44; and Payroll: 8/18 & 9/1/22: \$565,382.87;

### ORDINANCES & RESOLUTIONS:

1. **Ordinance No. 1423** – Town of Cedar Lake Ward Redistricting (*Public Hearing was held 8/16/22.*)
2. **Ordinance No. 1426** – Town of Cedar Lake 40-Acre Parcel Annexation (*First reading was on 7/5/22; the Public Hearing was held 8/16/22.*)

### BZA/Plan Commission:

1. BZA Petition 2022-36 Bauner, 8611 W 138<sup>th</sup> Place, **Variance of Use** to allow the operation of a hair salon in an R-2 Zoning District. (This received a favorable recommendation at the BZA Meeting on August 11, 2022.)
2. Release of Performance Surety for Peoples Bank Project in the **amount of \$14,000** (This was accepted by the Town Council on March 15, 2022.)
3. Acceptance of MacArthur Elementary School Letter of Credit in the **amount of \$312,389**

### NEW BUSINESS:

1. Public Safety Facility Topo Survey Krull-Abonmarche in the **amount of \$5,200**
2. Public Safety Facility Scoping Agreement GM Development for the BOT

3. Approval for Police Department's New Hire Brandon Holzhauer (This received a favorable recommendation from the Board of Safety on September 2, 2022)
4. Approval for Fire Department's New Hire Jason Bieda (This received a favorable recommendation from the Board of Safety on August 24, 2022)
5. Approval for disposal of the old crane truck on govdeals.com
6. CBBEL Pay Request 1 in the **amount of \$236,528.01** for the Stage 1 Sediment Dewatering Facility
7. CBBEL Pay Request 2 in the **amount of \$699,884.93** for the Parrish Avenue Improvements
8. CBBEL Pay App 3 in the **amount of \$91,729.89** for the Highland Subdivision Improvements
9. Acceptance of Permanent Stormwater Drainage Easement for Havenwood Lot 211

**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:** U.S. Army Corps of Engineers, Chicago District

**PUBLIC COMMENT:**

**ADJOURNMENT:**

**PRESS SESSION:**

**NEXT MEETING: Tuesday, September 20, 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.*

# PROCLAMATION

## CHILDHOOD CANCER AWARENESS MONTH SEPTEMBER 2022

**WHEREAS**, childhood cancer is the No. 1 disease-related killer of kids and teenagers. One in five children diagnosed with cancer will die within five years of diagnosis. In addition, 1 in 285 American children will be diagnosed with cancer before the age of 20. Cancer alone represents nearly half of the top seven causes of death by disease in children aged 0-19 years. The average age of death for a child with cancer is 9, causing a child to lose 70 years of expected life; and

**WHEREAS**, childhood cancer is on the rise, with an estimated 17,293 children diagnosed every year (47 per day) in the United States alone. Childhood cancers and adult cancers are different, yet we continue to use the downsized adult cancer protocols on kids with many times devastating effects. The lack of childhood cancer research has tremendous impact on kids and significant costs to society; and

**WHEREAS**, 1,290 children (aged 0-14) and 540 adolescents (aged 15-19) are expected to die from cancer in 2022; and

**WHEREAS**, the overall incidence of childhood cancer is on the increase, averaging 0.8% increase per year since 1975; and

**WHEREAS**, children who survive the five years after cancer diagnosis experience a 15-fold increased risk of developing Congestive Heart Failure and 7-fold higher risk of premature death due to cardiac causes. Survivors are also at increased risk for reoccurrence of the original cancer or of a secondary cancer. More than 95% of childhood cancer survivors will have a significant health related issue by the time they are 45 years of age; these health-related issues are side-effects of either the cancer or more commonly, the result of its treatment. 1/3 will suffer severe and chronic side effects; 1/3 will suffer moderate to severe health problems; and 1/3 will suffer slight to moderate side effects; and

**WHEREAS**, the five-year survival rate for DIPG (Diffuse Intrinsic Pontine Gliomas) remains almost 0%. The median survival for a child diagnosed with DIPG is 8-11 months; and

**WHEREAS**, the financial toll that a childhood cancer diagnosis and treatment can take on a family is devastating. The average cost associated with childhood cancer for a single child is \$833,000 in medical costs and lost parental wages (based upon 2018 figures); and

**WHEREAS**, many adult cancers can be diagnosed early, yet in 80% of kids, cancer has already spread to other areas of the body by time it is diagnosed; and

**WHEREAS**, it is now understood by the scientific and research community that hazardous exposures in the environment are powerful causes of cancer in children and such

*exposures can be reduced or eliminated to decrease the rising number of children diagnosed with cancer; and*

**WHEREAS**, *despite these facts, childhood cancer research is vastly and consistently underfunded. A total of 34 drugs have been approved by the FDA for use in the treatment of childhood cancers. 28 of these drugs that were approved in the first instance for use in cancer treatment for children; and*

**NOW THEREFORE**, *let it be known that on this 6<sup>th</sup> day of September, 2022, The Town Council of the Town of Cedar Lake, Lake County, Indiana, does hereby proclaim September 2022 as:*

## ***Suicide Prevention Month***

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Randell Niemeyer, President

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Richard Sharpe, Vice President

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Robert Carnahan, Council Member

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John Foreman, Council Member

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Julie Rivera, Council Member

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Ralph Miller, Council Member

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Colleen Schieben, Council Member

Attest:

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Jennifer N. Sandberg, Clerk-Treasurer

# PROCLAMATION

## SUICIDE PREVENTION MONTH - SEPTEMBER 2022

**WHEREAS**, September is recognized as Suicide Prevention Month, a time when millions of people around the world join together to raise awareness of suicide prevention, treatment, and promote recovery; and

**WHEREAS**, this is a time that is dedicated to bringing awareness to the role everyone in the community can play in preventing suicide and to encouraging all community members to recognize the signs, find the words, and reach out to someone they are concerned about; and

**WHEREAS**, the theme for 2022 Suicide Prevention month is “Creating Hope Through Action”; and

**WHEREAS**, the stigma associated with suicide and mental illness can discourage those at risk for suicide from seeking the help and life-saving measures; and

**WHEREAS**, education about the warning signs of suicide, the value of preventative measures, and the support means needed are essential to successful prevention of suicide; and

**WHEREAS**, The Town of Cedar Lake is invested in not only the health and welfare of its Residents, but also the mental health and welfare of its Residents; and

**WHEREAS**, September 10<sup>th</sup> of every year is World Suicide Prevention Day; and

**WHEREAS**, approximately 703,000 people die by suicide each year, with 77% of those suicides being low-and-middle income countries; and.

**WHEREAS**, raising awareness can reduce the stigma and encourage well-informed action to reduce instances of suicide around the world and here in the Town of Cedar Lake; and

**WHEREAS**, we encourage all residents, government agencies, private businesses, nonprofit organizations, the media, and other interested groups in our community to increase awareness of what we can do to support the prevention suicide attempts and encourage those in need of help.

***NOW THEREFORE***, let it be known that on this **6<sup>th</sup> day of September, 2022**,  
The Town Council of the Town of Cedar Lake, Lake County, Indiana, does  
hereby proclaim September 2022 as:

## ***Suicide Prevention Month***

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Randell Niemeyer, President

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Richard Sharpe, Vice President

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Robert Carnahan, Council Member

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John Foreman, Council Member

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Julie Rivera, Council Member

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Ralph Miller, Council Member

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Colleen Schieben, Council Member

Attest:

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Jennifer N. Sandberg, Clerk-Treasurer

On behalf of the American Foundation for Suicide Prevention (AFSP) and the Loving Outreach for Suicide Survivors (LOSS) I'd like to thank you for this Proclamation. September is Mental Health Awareness Month and these groups are there to help and educate people about Mental Health. You may have seen commercials in the past with the owner of the Colts and Athletes talking about the disease. Recently with the passing of Naomi Judd her family has spoke out about the problems she faced in her life. The stigma has to reduced and eliminated and in time it will be with efforts like yours making people aware of Mental Health Awareness Month.

In our work at AFSP and LOSS we deal with prevention and support for suicide survivors. We got involved with these groups after the loss of my mother-in-law 5 years ago. She was a Holocaust survivor and took her life after dealing with a broken Femur. She was a very impendent person and started realizing she couldn't do the things she used to. Her doctor told me in front of her that she may be slipping into the first stages of Dementia, then a couple of days later her in house therapist told her she may never get her balance back. This was to much for her and couple of days later she took her life. You see like all suicidal people all they want to do is get rid of the pain on their life. Financial, emotional or physical pain. They're not thinking that suicide is a permeant solution to a temporary problem. In my mother in laws case, she would have regained all that she lost in time but at the moment it was overwhelming for her.

We are finding an increase in Veterans and active-duty military suicides. Police and Fire departments are not immune to this problem either. I've been reaching out to the departments in the area and find them very receptive.

AFSP provides countless resources and training for doctors, clinicians, facilitators, etc... were they can learn the latest treatments and counseling techniques available at a very affordable price. This Friday I'll be taking a class Adolescent Depression and in October there is a class on spotting a suicidal person and how to help them. Both classes are \$10 each.

This October 2<sup>nd</sup> in Wicker Park the Out of the Darkness walk will take place to raise awareness and raise money to help AFSP continue putting on thse classes and resources. It's a means for family and friends to support each other with their struggles. It also is an opportunity to help in reducing the stigma of mental health by letting the world see these are your family and neighbors walking and it can affect anyone.

LOSS is run by Catholic Charities and is more of an individual support group for survivors of suicide. We meet virtually since Covid but they are slowly going back to face-to-face meetings. They offer an 8 week program where for 8 weeks survivors will meet with a clinician and a facilitator and just open up with each other and share their thoughts. Its self-directed and such a help to people to see they're not alone in their feeling.

Without taking up anymore of your time I thank you for making everyone aware of September Mental Health Awareness month. I am providing you with some literature on both groups and if you have any questions or if you know a way we can help your community please call us at 219-690-1268

Thank you,

Jim and Kris Kaazmierczak



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**September 6, 2022**

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ALL TOWN FUNDS	\$587,776.02
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WASTEWATER OPERATING	\$745,899.82
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WATER UTILITY	\$144,365.71
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STORM WATER	\$17,454.44
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PAYROLL 8/18, 9/1/2022	\$565,382.87
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**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 18<sup>th</sup> 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).

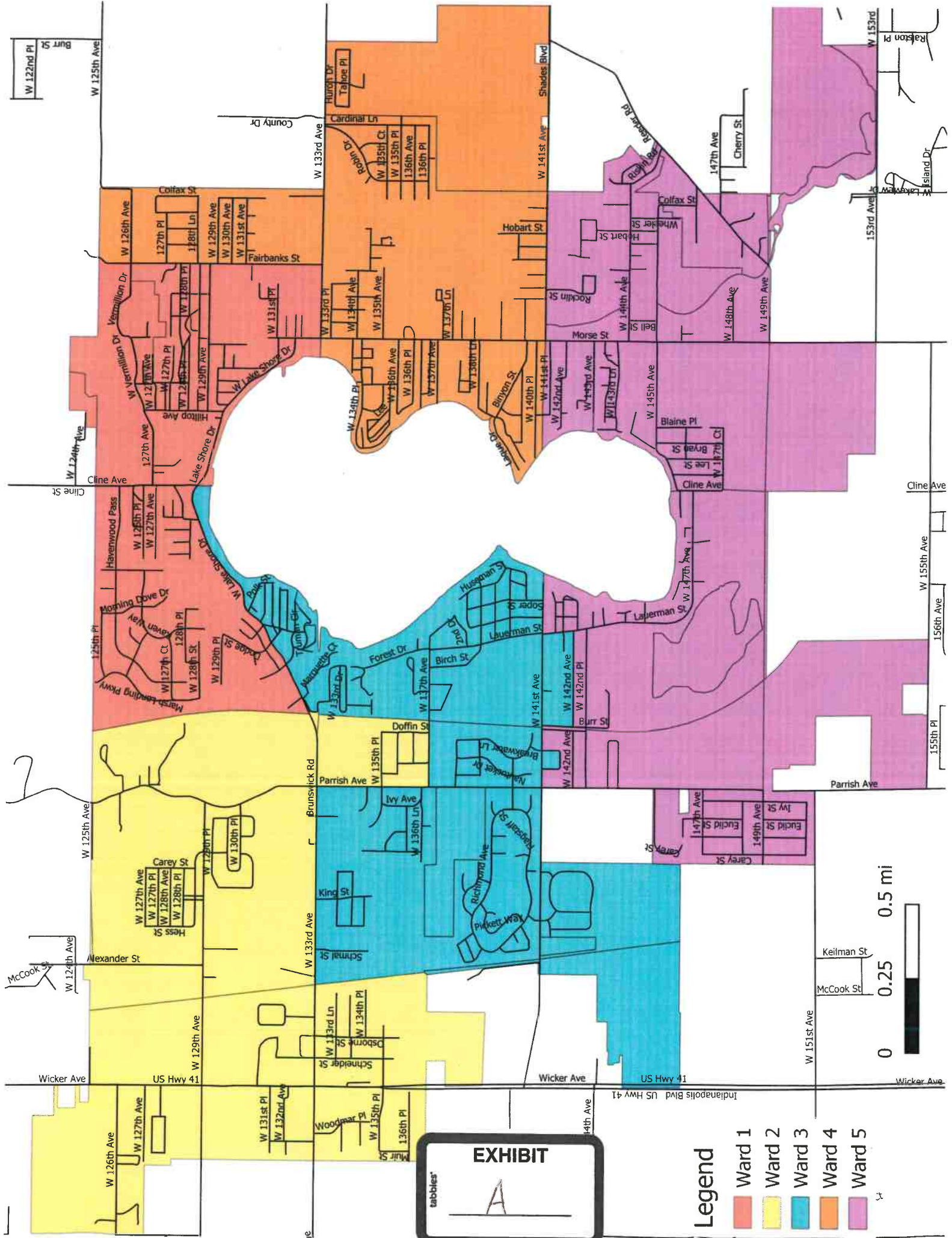
**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AS FOLLOWS:**

**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”)

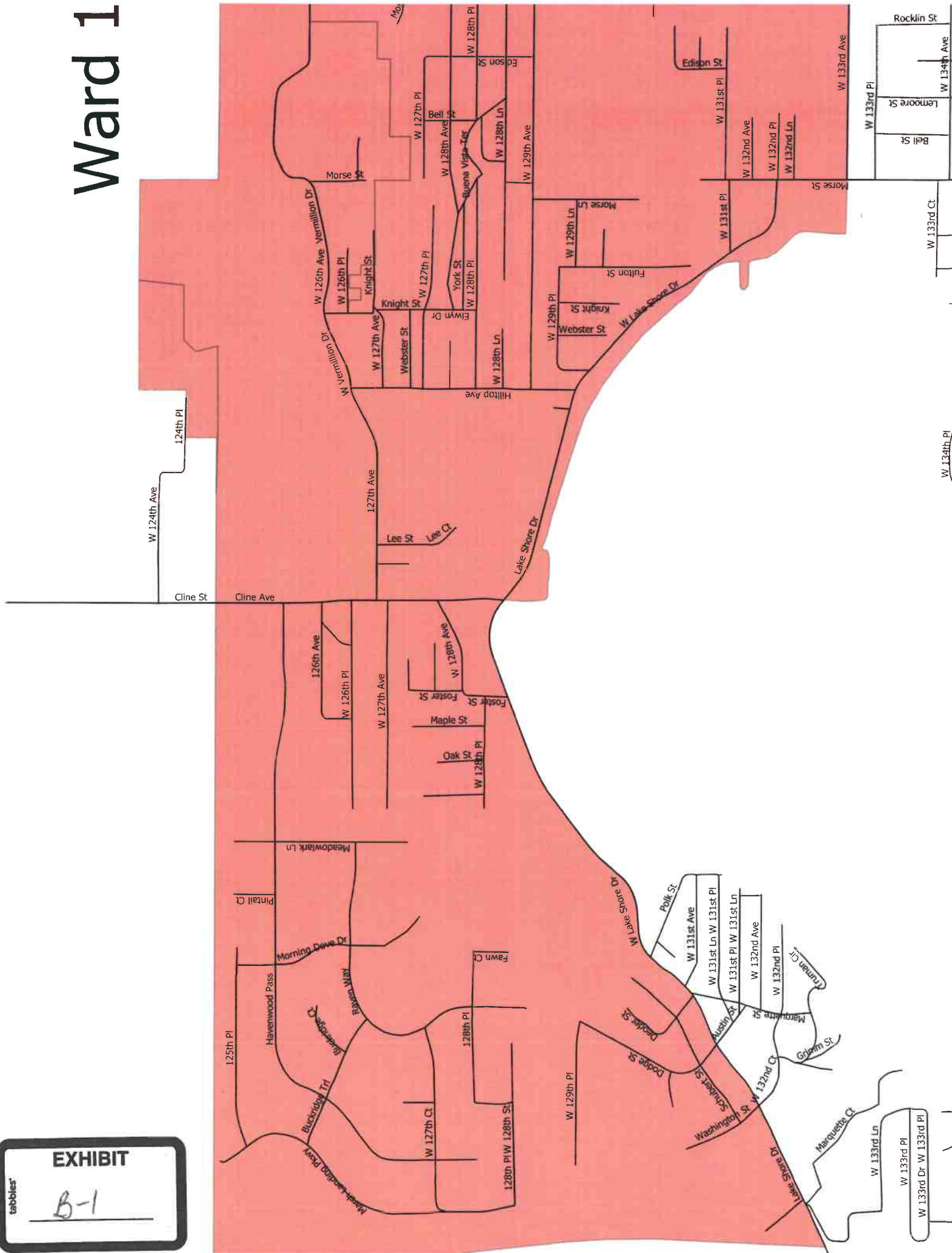
**Candidates**

**(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 126<sup>th</sup> Avenue and Fairbanks Street; thence continuing South along the center line of Fairbanks Street to the intersection of 133<sup>rd</sup> 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  
B-1



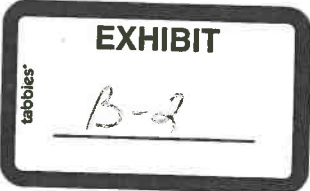
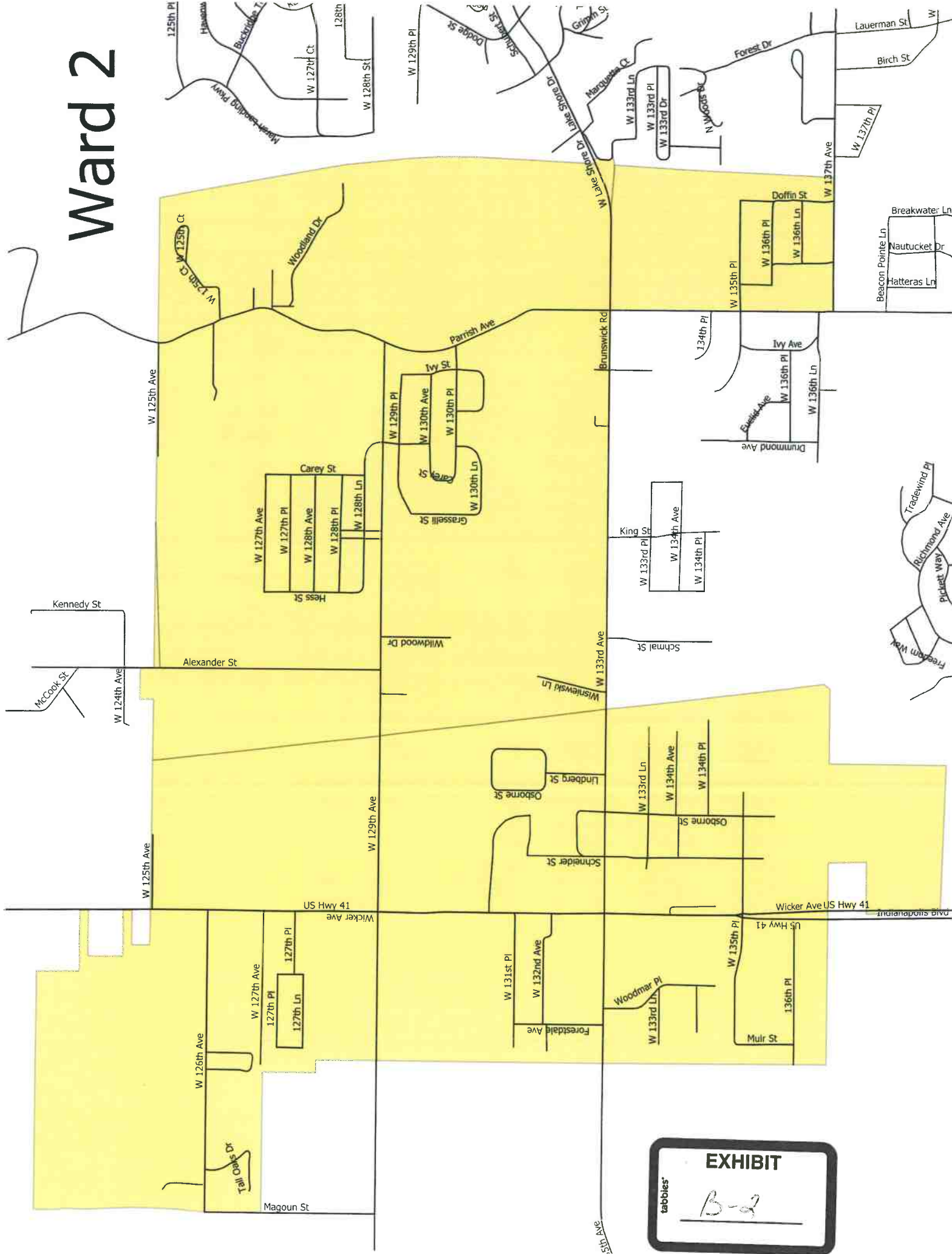
**DISTRICT WARD NUMBER TWO**

(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 137<sup>th</sup> 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 137<sup>th</sup> Avenue of the intersection of 137<sup>th</sup> 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 133<sup>rd</sup> 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 133<sup>rd</sup> Avenue, being the north line of said Section 28, to the intersection of the center line of the 133<sup>rd</sup> 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 141<sup>st</sup> 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 141<sup>st</sup> 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 133<sup>rd</sup> Avenue; thence East along the center line of the 133<sup>rd</sup> Avenue to the intersection of the center line of the 133<sup>rd</sup> 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 137<sup>th</sup> Avenue; thence East along the center line of 137<sup>th</sup> Avenue to the intersection of the center line of 137<sup>th</sup> 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 Lauerman Street; thence South along the to the center line of Lauerman Street to the intersection of the center line of Lauerman Street and the center line of 142<sup>nd</sup> Avenue; thence West along the center line of 142<sup>nd</sup> 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 141<sup>st</sup> Avenue; thence West along the center line of 141<sup>st</sup> Avenue to the intersection of the center line of 141<sup>st</sup> 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 141<sup>st</sup> Place; thence West along the center line of 141<sup>st</sup> Place to the intersection of the center line of 141<sup>st</sup> 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 141<sup>st</sup> Avenue; thence West along the center line 141<sup>st</sup> Avenue to the intersection of the center line of 141<sup>st</sup> Avenue and the center line of Parrish Avenue, also being the Northeast corner of Section 33 and being the Point of Beginning.

# Ward 3

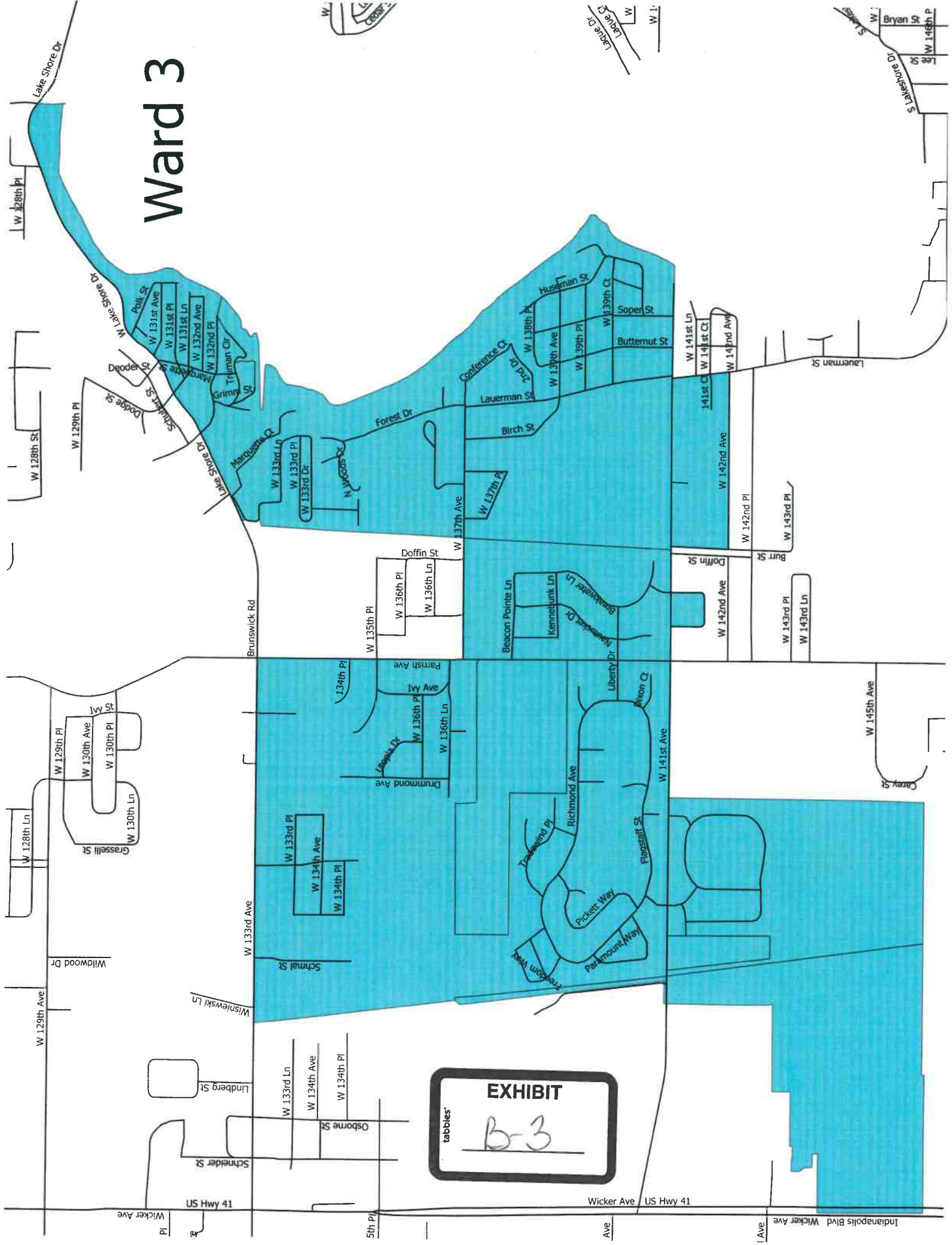


EXHIBIT  
B-3

**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 133<sup>rd</sup> 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 133<sup>rd</sup> 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.

nd Pass Ave h Ave 3th Ave

# ward 4

tables.

**EXHIBIT**

B-4

...dor Rd

Shades Blvd

W 141st Ave

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

**Candidates**  
**(RUN 2023 and 2027)**

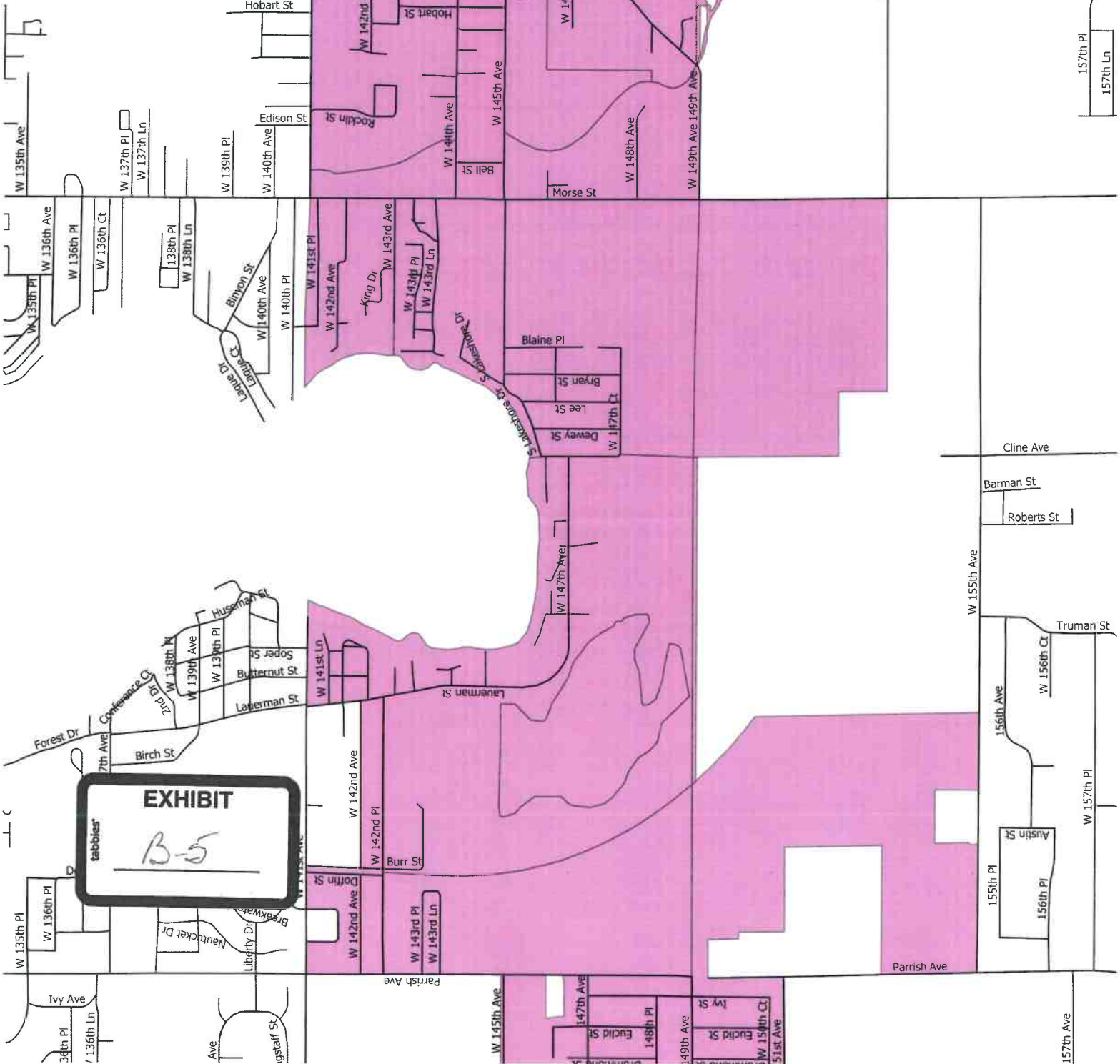
Beginning at the Northeast corner of Section 35, Township 34 North, Range 9 West of the Second Principal Meridian, in the Town of Cedar Lake, Lake County, Indiana; thence South along the West line of said Section 35 to the Northwest corner of Heather Crest Estates, Second Addition as recorded in Plat 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 141<sup>st</sup> Avenue; thence East along the center line 141<sup>st</sup> Avenue to the intersection of the center line of Highland Street and the center line of 141<sup>st</sup> 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 141<sup>st</sup> Place; thence East along the center line of 141<sup>st</sup> Place to the intersection of the center line of 141<sup>st</sup> 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 141<sup>st</sup> Avenue; thence East along the center line of 141<sup>st</sup> Avenue to the intersection of the center line of 141<sup>st</sup> 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 142<sup>nd</sup> Avenue; thence East along the center line of 142<sup>nd</sup> Avenue to the intersection of 142<sup>nd</sup> 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
W 141st Ave	W 141st Pl	W 141st Pl	W 141st Pl
W 142nd Ave	W 142nd Pl	W 142nd Pl	W 142nd Pl
W 143rd Ave	W 143rd Pl	W 143rd Pl	W 143rd Pl
W 144th Ave	W 144th Pl	W 144th Pl	W 144th Pl
W 145th Ave	W 145th Pl	W 145th Pl	W 145th Pl
W 146th Ave	W 146th Pl	W 146th Pl	W 146th Pl
W 147th Ave	W 147th Pl	W 147th Pl	W 147th Pl
W 148th Ave	W 148th Pl	W 148th Pl	W 148th Pl
W 149th Ave	W 149th Pl	W 149th Pl	W 149th Pl
W 150th Ave	W 150th Pl	W 150th Pl	W 150th Pl
W 151st Ave	W 151st Pl	W 151st Pl	W 151st Pl
W 152nd Ave	W 152nd Pl	W 152nd Pl	W 152nd Pl
W 153rd Ave	W 153rd Pl	W 153rd Pl	W 153rd Pl
W 154th Ave	W 154th Pl	W 154th Pl	W 154th Pl
W 155th Ave	W 155th Pl	W 155th Pl	W 155th Pl
W 156th Ave	W 156th Pl	W 156th Pl	W 156th Pl
W 157th Ave	W 157th Pl	W 157th Pl	W 157th Pl



EXHIBIT

B-5

**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 141<sup>st</sup> 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 141<sup>st</sup> 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

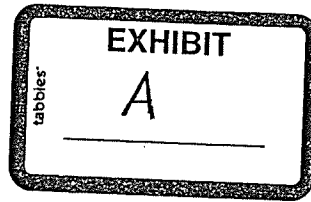
\_\_\_\_\_  
Ralph Miller, Councilmember

\_\_\_\_\_  
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

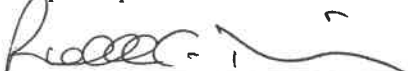
Property Owner(s) Information	Petitioner(s) Information (If different than owner.)
Name(s) TOWN OF CEDAR LAKE	Name(s) TOWN OF CEDAR LAKE
Mailing Address P.O. BOX 707	Mailing Address P.O. BOX 707
City, State, Zip CEDAR LAKE, IN 46303	City, State, Zip CEDAR LAKE, IN 46303
Phone 219-374-7000	Phone 219-374-7000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

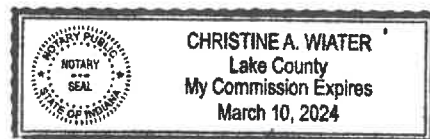
Christine A. Wiater  
Notary Public  
My Commission Expires March 10, 2024


**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**

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

**-ANNEXATION BECOMES EFFECTIVE**

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

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

**IRREVOCABLE STANDBY LETTER OF CREDIT**

August 19, 2022

Letter of Credit No. 5489962

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

Applicant:  
Crown Point Community School  
Corporation  
200 E. North Street  
Crown Point, IN 46307

Dear Beneficiary:

We hereby establish at the request of our client, Crown Point Community School Corporation, (the "Applicant"), our Irrevocable Standby Letter of Credit in your favor in an amount not exceeding an aggregate sum of \$312,389.00 (Three Hundred Twelve Thousand Three Hundred Eighty-Nine and 00/100 U.S. Dollars). This Letter of Credit is effective immediately and shall expire at the close of banking business at our Muncie, Indiana office on August 19, 2023.

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

1. The original of this Letter of Credit No. 5489938.
2. Beneficiary's signed drawing certificate stating that: "Beneficiary hereby certifies that (Applicant) has failed to comply with the terms of the agreement between (Applicant) and (Beneficiary); such failure is a default under the agreement: the default is continuing: and Beneficiary is making a drawing under the Letter of Credit in the amount of \$(DRAW AMOUNT)."

Drafts must be marked: "Drawn under First Merchants Bank Letter of Credit No. 5489938". Partial drawings are permitted under this Letter of Credit.

It is a condition of this Letter of Credit that is deemed automatically extended without amendment for one year from the expiry date hereof, or any future expiration date, unless 60 (Sixty) days prior to the expiration date, we notify you by registered mail that we elect not to consider this Letter of Credit renewed for any such additional period.

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

Sincerely,



Chris Schaler  
Assistant Vice President  
First Merchants Bank

First Merchants Corporation  
P.O. Box 792  
Muncie, Indiana 47308

Irrevocable Letter of Credit No. 5489962  
Subdivision/Entity: Crown Point Community School Corporation  
200 E North Street  
Crown Point, Indiana 46307

Accepting the Performance Letter of Credit.

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

TOWN COUNCIL  
TOWN OF CEDAR LAKE, INDIANA

By: \_\_\_\_\_  
Randell C. Niemeyer  
Town Council President

ATTEST:

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

September 2, 2022 - revised  
September 1, 2022

Town of Cedar Lake  
Chris Salatas  
7408 Constitution Avenue  
Cedar Lake, IN 46303

Veridus Group  
David Rainey  
6280 N. Shadeland Avenue  
Suite A  
Indianapolis, IN 46220

**RE: Plat of Survey with Topography**

Dear Mr. Salatas and Mr. Rainey,

Krull Abonmarche is pleased to provide you with a quotation for Professional Land Surveying Services for the project known as the Cedar Lake Public Safety building request at Morse and Constitution in Cedar Lake, Lake County, Indiana, being part of Parcel No. 45-15-26-326-007.000-043.

**Scope of Work**

*Pursuant IAC 865 Rule 12*

- 1) Prepare a Plat of Survey.
  - (a) Monumenting (staking) property corners.
  - (b) Execute proper deed research.
  - (c) Locate improvements and any relevant features, as applicable.
- 2) Prepare a Topographical Survey.
  - (a) Include general topographical information such as spot elevations including contours at one-foot intervals of said site. Also, to include:
    - (i) Full right-of-way for both Morse and Constitution per the provided hatched areas of interested.
  - (b) Utility information. Location of utilities existing on or serving the surveyed property as determined by above ground observed evidence and via an Indianan 811 ticket request.
- 3) Rendering an AutoCAD drawing of said findings.

**Deliverables**

1. We will provide four (4) copies of the completed survey along with, if desired an electronic copy of the survey via Adobe.pdf format and AutoCAD.dwg format.

Krull Abonmarche will provide the above-mentioned services for the following Lump Sum Fee of Five Thousand Two Hundred dollars (\$5,200.00) with completion in ~4 weeks.

Krull Abonmarche would be prepared to begin work on this project upon receipt of the following items:

1. Copy of the deed(s) of record/title work.
2. One (1) signed/authorized copy of the attached Professional Service Agreement.

We appreciate the opportunity to provide you with this estimate. If there are any questions or concerns, please do not hesitate to contact our office.

Sincerely,

*Stacy Krull Spejewski*

**Krull Abonmarche**

111 E. 3<sup>rd</sup> Street  
Hobart, IN 46342





**Project Agreement and Notice to Proceed**

Date: 09/02/2022 Client: Town of Cedar Lake, Mr. Chris Salatas Client Phone #: \_\_\_\_\_  
Client Address: 7408 Constitution Avenue, Cedar Lake, IN 46303 Client E-mail: chris.salatas@cedarlakein.org

Services provided pursuant to this Agreement are limited exclusively to the following Project:

**Boundary Survey with Topography** Fee: **\$5,200.00**

Project Location/Address: Cedar Lake Public Safety Building Retainer: N/A

**Project Scope/Deliverables:**

Per proposal dated September 1, 2022, revised September 2, 2022

**Project Schedule/Milestones:**

Per proposal dated September 1, 2022, revised September 2, 2022

**Special Provisions:**

Per proposal dated September 1, 2022, revised September 2, 2022

Abonmarche invoices are due upon receipt and shall be considered past due if not paid within 30 calendar days of the invoice date. The parties agree that interest of 1.5% per month will be added to any unpaid balance after 30 days. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

**Authorization to Proceed and Guarantee of Payment:** By signing this Agreement the Client authorizes Abonmarche to provide services described above, and that the Client is the responsible party for making payment to Abonmarche. *By signing below, I acknowledge that I have received and agree to the Terms and Conditions of this Agreement, and I understand that the Terms and Conditions take precedence over all prior oral and written understandings.* These Terms and Conditions can only be amended, supplemented, modified, or canceled by a written instrument signed by both parties. Any notice or other communications shall be in writing and shall be considered to have been duly given when personally delivered or upon the third day after being deposited into first class certified mail, postage prepaid, return receipt requested.

<b>Client/Authorized Client Representative</b>	<b>Authorized Abonmarche Representative</b>
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Date: _____	Date: _____

**Terms and Conditions**

- Agreement.** These Terms and Conditions shall be incorporated by reference and shall prevail as the basis of the Client's Agreement to Abonmarche. Any Client document or communication in addition to or in conflict with these Terms and Conditions shall be subordinate and subject to these provisions.
- Performance.** The standard of care for services performed by or provided by Abonmarche will be the care and skill ordinarily used by Abonmarche's profession practicing under similar circumstances at the same time and in the same locality. Abonmarche makes no warranty, expressed or implied, with respect to any services provided by Abonmarche. Abonmarche may be liable for claims, damages, cost, loss and expenses to the extent caused by the negligent acts, errors, or omissions of Abonmarche in the performance of services under this Agreement.
- Site Access and Security.** With the exception of access rights that land surveyors are afforded by law, the Client will provide Abonmarche access to the Project site and the Client will be responsible for obtaining any necessary permission from any affected third party property owners for use of their lands. The Client is solely responsible for site security and Abonmarche has no control over construction means and methods and job safety.
- Ownership of Instruments of Service.** Abonmarche will remain the owner of all original drawings, reports, plans, specifications, electronic

- files, field data, notes, and other materials and instruments (Instruments of Service) prepared by Abonmarche and provided to the Client, whether in hard copy or electronic media form. Abonmarche will retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. The Client agrees that the Instruments of Service are intended solely for this Project and Client shall not reuse or make any modification to the Instruments without prior written authorization by Abonmarche. The Client agrees to release Abonmarche, its officers, directors, employees and subconsultants from any and all claims arising from the unauthorized use of the Instruments of Service, and Client agrees, to the fullest extent permitted by law to defend, indemnify, and hold Abonmarche harmless from all claims, damages, liabilities, and costs, including reasonable attorney fees and defense costs, arising out of or allegedly arising from or in any way connected with the unauthorized reuse or modification of the Instruments of Service by the Client or any person or entity that acquires or obtains the Instruments of Service from or through the Client without the written authorization of Abonmarche.
5. **Electronic Media.** Copies of data, reports, drawings, specifications, and other materials furnished by Abonmarche that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are delivered to the Client pursuant to the services under this Agreement. Computer files of text, data, graphics, or of other types of electronic media are the sole possession of Abonmarche, unless specifically stated otherwise in an amendment to this Agreement. Any electronic media provided under this Agreement to the Client are only for the convenience of the Client. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk.
  6. **Billing and Payment.** The client shall make an initial payment of \$\_\_\_\_\_ (retainer) upon execution of this Agreement. The retainer shall be held by Abonmarche and applied against the final invoice. If the Client fails to make payments when due and Abonmarche incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Abonmarche. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Abonmarche staff costs at standard billing rates for Abonmarche's time spent in efforts to collect. This obligation of the Client to pay Abonmarche's collection costs shall survive the term of this Agreement or any earlier termination by either party.
  7. **Third party Invoicing.** If the Client directs Abonmarche to invoice third party payers, Abonmarche will do so, but the Client agrees to be ultimately responsible for Abonmarche's compensation until the Client provides Abonmarche with the third party's written acceptance of all terms of this Agreement and until Abonmarche agrees to the substitution.
  8. **Suspension of Services.** In the event of non-payment by Client, Abonmarche will have the absolute right to cease performance of any services.
  9. **Notice of Lien Rights.** Abonmarche hereby notifies, and the Client acknowledges that Abonmarche has lien rights on the Client's land and property when Abonmarche provides labor and materials for Projects on the Client's land and the Client does not pay for those services except when the Client is a governmental agency and lien rights do not apply.
  10. **Legal Expenses.** If Abonmarche brings a lawsuit against the Client to collect invoiced fees and expenses, the Client shall be legally liable to pay Abonmarche's expenses, including its actual attorney fees and costs.
  11. **Liability Limitation.** Client and persons claiming through Client agree to limit the liability of Abonmarche, its agents and employees, for all claims arising out of, in connection with, or resulting from, the performance of the services under this agreement to an amount of \$25,000 or the fee paid to Abonmarche for professional services on this project, whichever is greater. Client acknowledges that Abonmarche is a corporation and agrees that any claim made by Client arising out of any act or mission of any director, officer, or employee of Abonmarche, in execution or performance of this Agreement, shall be made against Abonmarche and not against such director, officer, or employee.
  12. **Contractor's Work.** Abonmarche shall have no authority to direct or control the Work of the Contractor or to stop the Work of the Contractor. Abonmarche shall not be liable to any party for the failure of the Contractor to perform the Work consistent with the Plans and Specifications and applicable Codes and Regulations. Neither the performance of the services by Abonmarche, nor the presence of Abonmarche at a project construction site, shall impose any duty on Abonmarche, nor relieve the construction contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the construction work in accordance with the plans and specifications and any health or safety precautions required by any regulatory agencies or applicable law. Abonmarche and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the construction contractor shall be solely responsible for jobsite and worker safety.
  13. **Consequential Damages.** The Client and Abonmarche waive consequential damages for claims, disputes, or other matters in question relating to services provided as a part of this Agreement, including for example, but not limited to, loss of business.
  14. **Governing Law.** This Agreement will be deemed to have been made in the location where the services are performed, and shall be governed by and construed in accordance with the laws of that state.
  15. **Acts of God.** Neither the Client nor Abonmarche will have any liability for nonperformance caused whole or in part by causes beyond Abonmarche's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.
  16. **Termination.** Either the Client or Abonmarche may terminate this Agreement by giving ten (10) days written notice to the other party. In such an event, the Client will pay Abonmarche in full for all services previously authorized and performed prior to the effective date of the termination, plus (at the discretion of Abonmarche) a termination charge to cover finalization of services necessary to bring ongoing services to a logical conclusion. Such charge will not exceed thirty (30) percent of all charges previously incurred. Upon receipt of such payment, Abonmarche will return to the Client all documents and information that are the property of the Client.
  17. **Dispute Resolution.** Any claims or disputes made during design, construction or post-construction between the Client and Abonmarche shall be submitted to non-binding mediation. The Client and Abonmarche agree to include a similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The mediation shall be governed by the then current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"). Mediation shall be a condition precedent to the initiation of any other dispute resolution process, including court actions.
  18. **Severability.** In the event that one or more provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement shall not be affected or impaired.
  19. **Entire Agreement.** This agreement contains the entire agreement between the parties and there are no agreements, representations, statements, or understandings, which have been relied on by the parties, which are not stated in this Agreement.

## **SCOPING AGREEMENT**

### **Cedar Lake Public Safety Center**

This Scoping Agreement (Cedar Lake Public Safety Center) (the "Agreement") is executed this \_\_\_\_ day of September, 2022, by and between GM Development Companies LLC (the "Developer"), and the Town of Cedar Lake, Indiana (the "Town").

#### **1. Definitions**

**Current CDC Projections** shall mean, at the time when: (a) the schedule for construction of the Project was finalized; or (b) a determination was (or, subsequent to the date hereof, is) made as to dates by which, or periods within which, obligations are to be satisfied; the then-current information, forecasts, and projections available to the public from the Centers for Disease Control and Prevention.

**Documentation Costs** shall mean all fees, costs, and expenses incurred by Developer in connection with drafting and negotiating: (a) this Agreement; and (b) any other documents contemplated to be executed by this Agreement.

**Force Majeure** shall mean, with respect to a party: (a) an act or omission of the other party; or (b) any other cause that is not within the reasonable control of such party (including, without limitation: (i) unusually inclement weather; (ii) the unusual unavailability of materials, equipment, services or labor; (iii) epidemics, pandemics, and other public health circumstances resulting in a governmental declaration of a public health emergency; and (iv) utility or energy shortages or acts or omissions of public utility providers.

**Laws** shall mean all applicable: (a) laws, statutes, and/or ordinances; (b) governmental rules, regulations, and/or guidelines of or from: (i) governmental agencies, boards, commissions, or departments; and (ii) judicial, administrative, or regulatory bodies; and (c) judicial orders, consents, and/or decrees.

**Project** shall mean a public safety center and related infrastructure improvements to be constructed on the Project Site.

**Project Costs** shall mean the fees, costs, and expenses to be incurred in connection with the Project, including, without limitation: (a) the Documentation Costs; (b) the costs incurred in connection with the closing (to the extent that such costs are not included in the Documentation Costs); (c) the cost to develop and construct the Project in accordance with the terms and conditions of this Agreement, including all professional fees; (d) a reasonable and customary amount for contingencies; and (e) fees associated with the development and construction of the Project.

**Project Site** shall mean that certain real estate delineated generally as the "Project Site" on Exhibit A.

**Scoping Period** shall mean the period: (a) commencing on July 19, 2022; and (b) ending on the first to occur of: (i) the date that Developer delivers satisfactory scoping deliverables to the Town; or (ii) the date that the Town cancels the scoping process via written notification.

**2. Scoping Period Deliverables.** Subject to the terms and conditions of this Agreement, Developer shall deliver the following deliverables upon the conclusion of the Scoping Period:

- (i) Proposed Project schedule
- (ii) Guaranteed budget
- (iii) Design-assist services to support the Town's architect's design development drawings

- (iv) Draft contract documents

**3. Condition Failure.** If one or more of the conditions set forth in Section 2 is not, or cannot be, timely and completely satisfied, then, as its sole and exclusive remedy, Town either may elect to: (i) waive satisfaction of the conditions and proceed to the public hearing; or (ii) terminate this Agreement by a written notice to Developer. Notwithstanding anything to the contrary set forth herein, Developer and Town shall work diligently and in good faith to satisfy the conditions set forth in this Agreement.

**4. Plans, Budget, and Documents.** During the Scoping Period, Developer shall provide all appropriate (a) budget documents demonstrating the proposed Project Costs, (b) necessary draft legal documents related to Developer's proposed contractual solution, (c) design-assist deliverables, and (d) schedules to be approved by Town.

**5. Insurance and Bonds.** During the Scoping Period, Developer shall demonstrate its ability to acquire the required insurance and bonds to complete the Project.

**6. Payments.** Per the Developer's submitted proposal, Developer shall complete its Scoping Period responsibilities outlined in this Agreement at no cost to the Town.

**7. Town Covenants.** The covenants set forth in this Section shall apply at all times during the Scoping Period.

(a) **Agreement Compliance.** Town shall faithfully observe and perform all of its obligations under this Agreement.

(b) **Laws.** Town shall comply with the Laws in connection with the performance of its obligations under this Agreement; and (ii) in its use and operation of the Project Site.

(c) **Assurances.** Town shall adopt such resolutions, execute and deliver such instruments, and make any and all further assurances as reasonably may be necessary or proper: (i) to carry out the intention of this Agreement; (ii) to facilitate the performance of this Agreement; and/or (iii) in connection with assuring and confirming the rights and benefits provided to Developer.

**8. Developer Covenants.**

(a) **Filings.** Developer shall keep in full force and effect, without any violations by Developer, any and all filings or registrations required by the Laws in connection with the performance by Developer of its obligations under this Agreement.

(b) **Laws.** Developer shall comply with all Laws in connection with the performance of its obligations under this Agreement.

(c) **Business.** Prior to completion of the Scoping Period, Developer shall not make or permit to be made any material change in the character of its business as currently conducted.

**9. Authority Representations.** Each of Developer and Town represents and warrants that:

(a) it has: (i) the power and authority to enter into this Agreement and perform its obligations hereunder; (ii) the power and authority to carry out the transaction contemplated by this Agreement; and (iii) complied with the Laws in all matters relating to such transaction;

(b) it has been authorized by proper action to execute and deliver this Agreement, and to perform its obligations hereunder;

(c) neither the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder: (i) violates any Law or the terms and conditions of any indenture, material agreement, or other instrument to which it is a party, or by which it or any of its properties or assets is bound; (ii) conflicts with, results in a breach of, or constitutes a default under any such indenture, agreement, or other instrument; or (iii) results in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature upon any of its properties or assets; and

(d) this Agreement, once executed, will be legal, valid, and binding.

In addition to the foregoing: (a) Developer represents and warrants that it is a limited liability company organized and existing under the laws of the State of Indiana; and (b) Town represents and warrants that it is a public body organized and existing under the laws of the State of Indiana.

**10. Notice.** Any notice required or permitted to be given by either party to this Agreement shall be in writing, and shall be deemed to have been given when: (a) delivered in person to the other party; or (b) sent by national overnight delivery service, with confirmation of receipt, addressed as follows: to Developer at 8561 N. County Road 175 E., Springport, IN 47386; and to Town at \_\_\_\_\_, Cedar Lake, IN, Attn: Town Manager. Either party may change its address for notice from time to time by delivering notice to the other party as provided in this Section.

**11. Assignment.** Neither Developer nor Town shall: (a) assign this Agreement or any interest herein; or (b) delegate any duty or obligation hereunder. Notwithstanding any assignment or delegation: (a) the assigning or delegating party shall remain fully liable to perform all of its obligations under this Agreement; and (b) a consent by a party to any assignment or delegation shall not release the assigning or delegating party from such performance. Any transfer of this Agreement by operation of law (including, without limitation, a transfer as a result of merger, consolidation, or liquidation of Developer or Town) shall constitute an assignment for purposes of this Agreement.

**12. Force Majeure.**

(a) Force Majeure. Notwithstanding anything to the contrary set forth herein, if either party is delayed in, or prevented from, observing or performing any of its obligations (other than the obligation to pay money) under, or satisfying any term or condition of, this Agreement as a result of Force Majeure; then: (i) the party asserting Force Majeure shall deliver written notice to the other party; (ii) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (iii) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period.

(b) COVID-19. Each party agrees that: (i) in finalizing the construction schedule for the Project, and any dates or time periods applicable hereunder, it has exercised commercially reasonable, good-faith efforts to take into account the Current CDC Projections; and (ii) notwithstanding that the current COVID-19 pandemic falls within the definition of Force Majeure, to the extent that such pandemic "acts" in a manner, or results in effects, materially consistent with (or more favorable than) the applicable Current CDC Projections, neither party shall be entitled to the protections of Subsection 12(a) by reason of a Force Majeure claim based upon the COVID-19 pandemic. For purposes of clarity, to the extent that the COVID-19 pandemic "acts" in a manner, or results in effects, materially and adversely inconsistent with the applicable Current CDC Projections, the protections of Subsection 12(a) shall apply.

**13. BOT Statute.** This Agreement is intended to be a scoping agreement authorized by Indiana Code §5-23. If and to the extent this Agreement is not such a public-private agreement, then this Agreement shall be deemed to: (a) include such terms not otherwise included; and (b) exclude such terms not otherwise excluded; as is necessary to cause this Agreement to be a public-private agreement.

**14. Miscellaneous.** This Agreement shall inure to the benefit of, and be binding upon, Developer and Town, and their respective successors and assigns. This Agreement: (a) constitutes the entire agreement between Developer and Town with respect to the subject matter hereof, and may be modified only by a written agreement executed by both Developer and Town; (b) shall be governed by, and construed in accordance with, the laws of the State of Indiana; and (c) may be executed in separate counterparts, each of which shall be an original, but all of which together shall constitute a single instrument. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this Agreement are attached hereto and incorporated herein by reference.

[Signature Page Follows]

DRAFT

IN WITNESS WHEREOF, Developer and Town have executed this Agreement on the date set forth in the introductory paragraph of this Agreement.

GM DEVELOPMENT COMPANIES LLC

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

Printed: Greg Martz

Title: Sole Member

TOWN OF CEDAR LAKE, INDIANA

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

Printed: \_\_\_\_\_

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

DRAFT

**EXHIBIT A**  
**Project Site Depiction**

DRAFT





September 2, 2022

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

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

**RE: Approval to Hire – Brandon Holzhauer**

Dear Cedar Lake Town Council:

At the Friday, September 2, 2022 Cedar Lake Board of Safety Special Public Meeting, the Board discussed their support in regards to the hiring of Brandon Holzhauer to the Cedar Lake Police Department for Police Officer Patrolman position.

The Cedar Lake Board of Safety made motion and voted 4:0 to send Favorable Recommendation to the Cedar Lake Town Council to approve allowing the Cedar Lake Police Department to proceed with the hiring process of Mr. Holzhauer through PERF.

Please consider this at your September 6, 2022 Town Council meeting for approval. If you have any questions, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read "Lester Kaper", written over a horizontal line.

Lester Kaper  
Cedar Lake Board of Safety Chairman

A handwritten signature in black ink, appearing to read "Norman Stick", written over a horizontal line.

Norman Stick  
Cedar Lake Board of Safety Vice-Chairman

A handwritten signature in black ink, appearing to read "David Villalobos", written over a horizontal line.

David Villalobos  
Cedar Lake Board of Safety Member

A handwritten signature in black ink, appearing to read "James Olthoff", written over a horizontal line.

James Olthoff  
Cedar Lake Board of Safety Member



September 2, 2022

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

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

**RE: Approval to Hire – Brandon Holzhauer**

Dear Cedar Lake Town Council:

At the Friday, September 2, 2022 Cedar Lake Board of Safety Special Public Meeting, the Board discussed their support in regards to the hiring of Brandon Holzhauer to the Cedar Lake Police Department for Police Officer Patrolman position.

The Cedar Lake Board of Safety made motion and voted \_\_\_\_:\_\_\_\_ to send Favorable Recommendation to the Cedar Lake Town Council to approve allowing the Cedar Lake Police Department to proceed with the hiring process of Mr. Holzhauer through PERF.

Please consider this at your September 6, 2022 Town Council meeting for approval. If you have any questions, please let us know.

Sincerely,

---

Norm Stick  
Cedar Lake Board of Safety Vice-Chairman

---

David Villalobos  
Cedar Lake Board of Safety Member

---

Jim Olthoff  
Cedar Lake Board of Safety Vice-Chairman



September 2, 2022

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

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

**RE: Approval to Hire – Jason Bieda**

Dear Cedar Lake Town Council:

At the Wednesday, August 24, 2022 Cedar Lake Board of Safety meeting, the Board discussed their support of the hiring Jason Bieda to the Cedar Lake Fire Department as part-time paramedic.

The Cedar Lake Board of Safety made motion and voted unanimously 5:0 to send Favorable Recommendation to the Cedar Lake Town Council to approve allowing the Cedar Lake Fire Department to hire Mr. Bieda.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Lester Kaper", written over a horizontal line.

Lester Kaper  
Cedar Lake Board of Safety Chairman

A handwritten signature in black ink, appearing to read "Norman Stick", written over a horizontal line.

Norman Stick  
Cedar Lake Board of Safety Vice-Chairman

A handwritten signature in black ink, appearing to read "David Villalobos", written over a horizontal line.

David Villalobos  
Cedar Lake Board of Safety Member

A handwritten signature in black ink, appearing to read "James Olthoff", written over a horizontal line.

James Olthoff  
Cedar Lake Board of Safety Member



September 2, 2022

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

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

RE: Approval to Hire

Dear Cedar Lake Town Council:

At the Wednesday, August 24, 2022 Cedar Lake Board of Safety meeting, the Board discussed their support of the hiring Jason Bieda to the Cedar Lake Fire Department as part-time paramedic.

The Cedar Lake Board of Safety made motion and voted unanimously 5:0 to send Favorable Recommendation to the Cedar Lake Town Council to approve allowing the Cedar Lake Fire Department to hire Mr. Bieda.

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

Sincerely,

Norm Stick  
Vice-Chairman, Board of Safety



August 25, 2022

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

Attention: Jennifer Sandberg – Clerk-Treasurer

Subject: Stage 1 – Sediment Dewatering Facility  
Pay Request No. 1  
(CBBEL Project No. 220178)

Dear Town Council Members:

Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Pay Request # 1 in the amount of \$262,808.90 submitted by Dyer Construction Company, Inc., Inc. (Dyer) dated August 22, 2022. Based on the completed and observed work to date, CBBEL recommends payment in the following amount:

<b>Total Improvements:</b>	<b>This Estimate</b>	<b>To Date</b>
Value of Work Completed:	\$262,808.90	\$262,808.90
Less Retainage:	\$26,280.89	\$26,280.89
Balance:	\$236,528.01	\$236,528.01
Less Previous Payments:	n/a	n/a
Amount Due This Payment:	<b>\$236,528.01</b>	n/a

Please find attached copies of Invoice #1 from Dyer and the Pay Estimate #1 Report from CBBEL. The partial waiver of lien for Dyer has also been included with this letter.

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

Sincerely,

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

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

Encl.: As noted.

cc: Chris Salatas – Town Manager  
Margaret Abernathy – Town Administrative Assistant  
Keith Kegebein – Dyer  
Matt Rosa – CBBEL

P:\Cedar Lake\220178 - SDF Construction Observation\Pay Apps\#1\SDF CBBEL Pay App Review #1\_082522.docx

## Pay Estimate Report

## Invoice #1

Date: August 22, 2022  
 Dates: 6/8/2022 - 8/22/2022  
 Contract: 20-0323  
 Cedar Lake Dredging, Stage 1, SDF

## Owner:

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

## Contractor:

Dyer Construction Company, Inc  
 1716 Sheffield Ave.  
 Dyer, Indiana, 46311

Pay Item	Description	Contract QTY.	Unit	Unit Price	Contract Amount	Previous Quantity	Current Quantity	Quantity To Date	Percent Complete	Current Amount	Amount To Date	
1	Mobilization and Demobilization	1.00	LS	\$60,000.00	\$60,000.00	0.00	0.60	0.60	60.0%	\$36,000.00	\$36,000.00	
2	Construction Engineering, (Layout)	1.00	LS	\$10,000.00	\$10,000.00	0.00	0.21	0.21	21.0%	\$2,100.00	\$2,100.00	
3	As-Built Survey	1.00	LS	\$10,795.45	\$10,795.45	0.00	0.00	0.00	0.0%	\$0.00	\$0.00	
4	Clearing and Brushing	5.60	Acre	\$5,236.42	\$29,323.95	0.00	6.00	6.00	107.1%	\$31,418.52	\$31,418.52	
5	Culvert and PipeRemoval	107.00	LFt	\$14.89	\$1,593.23	0.00	0.00	0.00	0.0%	\$0.00	\$0.00	
6	Topsoil - Strip 9", Respread 6"	255000.00	Sys	\$0.85	\$216,750.00	0.00	123,467.00	123467.00	48.4%	\$104,946.95	\$104,946.95	
7	Earth Excavation and Embankment	100000.00	Cys	\$4.61	\$461,000.00	0.00	15,000.00	15000.00	15.0%	\$69,150.00	\$69,150.00	
8	Swale Construction	1550.00	LFt	\$7.21	\$11,175.50	0.00	0.00	0.00	0.0%	\$0.00	\$0.00	
9	Silt Fence	6000.00	LFt	\$1.43	\$8,580.00	0.00	6,000.00	6000.00	100.0%	\$8,580.00	\$8,580.00	
10	Timber Matting	1000.00	Sys	\$55.25	\$55,250.00	0.00	0.00	0.00	0.0%	\$0.00	\$0.00	
11	Culvert Pipe Protection	6.00	Each	\$155.00	\$930.00	0.00	0.00	0.00	0.0%	\$0.00	\$0.00	
12	Rock Check Dam	7.00	Each	\$3,753.26	\$26,272.82	0.00	0.00	0.00	0.0%	\$0.00	\$0.00	
13	Erosion Control Blanket	155500.00	Sys	\$1.58	\$245,690.00	0.00	0.00	0.00	0.0%	\$0.00	\$0.00	
14	Heavy Duty Erosion Control Blanket	3400.00	Sys	\$6.27	\$21,318.00	0.00	0.00	0.00	0.0%	\$0.00	\$0.00	
15	Maintenance, Erosion Control	1.00	LS	\$5,775.64	\$5,775.64	0.00	0.21	0.21	21.0%	\$1,212.88	\$1,212.88	
16	Restore Existing Gravel Driveway	100.00	Sys	\$21.27	\$2,127.00	0.00	0.00	0.00	0.0%	\$0.00	\$0.00	
17	Gravel Haul path	16601.00	Sys	\$19.29	\$320,233.29	0.00	0.00	0.00	0.0%	\$0.00	\$0.00	
18	Stabilized Construction Entrance	1000.00	Sys	\$20.77	\$20,770.00	0.00	333.33	333.33	33.3%	\$6,923.26	\$6,923.26	
19	HMA Patching Type B 5"	15.00	Sys	\$442.51	\$6,637.65	0.00	0.00	0.00	0.0%	\$0.00	\$0.00	
20	Chain Link Fence 6'	4400.00	LFt	\$22.32	\$98,208.00	0.00	0.00	0.00	0.0%	\$0.00	\$0.00	
21	Chain Link Fence 20' Gate 6'	2.00	Each	\$2,650.00	\$5,300.00	0.00	0.00	0.00	0.0%	\$0.00	\$0.00	
22	Rip-Rap Revetment	3500.00	Sys	\$23.67	\$82,845.00	0.00	0.00	0.00	0.0%	\$0.00	\$0.00	
23	No. 2 Aggregate ( Undistributed )	300.00	Ton	\$33.36	\$10,008.00	0.00	0.00	0.00	0.0%	\$0.00	\$0.00	
24	Native Seeding	117000.00	Sys	\$0.33	\$38,610.00	0.00	0.00	0.00	0.0%	\$0.00	\$0.00	
25	INDOT Type 2 Grass Mix (Permanent )	70000.00	Sys	\$0.29	\$20,300.00	0.00	0.00	0.00	0.0%	\$0.00	\$0.00	
26	Corridor Restoration	12500.00	Sys	\$1.28	\$16,000.00	0.00	0.00	0.00	0.0%	\$0.00	\$0.00	
27	Existing Swale Stabilization	75.00	Sys	\$4.73	\$354.75	0.00	0.00	0.00	0.0%	\$0.00	\$0.00	
28	Pipe HDPE, Type 2, Circular 12"	1085.00	LFt	\$36.83	\$39,960.55	0.00	0.00	0.00	0.0%	\$0.00	\$0.00	
29	Pipe RCP, Type 2, Circular 18"	130.00	LFt	\$51.18	\$6,653.40	0.00	0.00	0.00	0.0%	\$0.00	\$0.00	
30	Pipe CMP, Type 2 Circular 18"	31.00	LFt	\$199.85	\$6,195.35	0.00	0.00	0.00	0.0%	\$0.00	\$0.00	
31	Pipe, RCP, Type 1, Circular 24" Casing	40.00	LFT	\$192.58	\$7,703.20	0.00	0.00	0.00	0.0%	\$0.00	\$0.00	
32	Pipe, RCP, Type 1, Circular 12"	160.00	LFt	\$51.61	\$8,257.60	0.00	48.00	48.00	30.0%	\$2,477.28	\$2,477.28	
33	Pipe, CMP, Type 1, Circular 48"	26.00	LFt	\$546.14	\$14,199.64	0.00	0.00	0.00	0.0%	\$0.00	\$0.00	
34	Boring RxR Casing Pipe Steel 24"	150.00	LFT	\$477.36	\$71,604.00	0.00	0.00	0.00	0.0%	\$0.00	\$0.00	
35	Pipe HDPE, 6" UnderDrain w/ Sock & Filter	2000.00	LFT	\$30.80	\$61,600.00	0.00	0.00	0.00	0.0%	\$0.00	\$0.00	
36	Flared End Section , Metal 12"	2.00	Each	\$845.86	\$1,691.72	0.00	0.00	0.00	0.0%	\$0.00	\$0.00	
37	Reinforced Concrete approach Slab	1.00	LS	\$2,615.70	\$2,615.70	0.00	0.00	0.00	0.0%	\$0.00	\$0.00	
38	Timber Boardwalk	1.00	LS	\$37,020.56	\$37,020.56	0.00	0.00	0.00	0.0%	\$0.00	\$0.00	
39	Timber Railing	1.00	LS	\$14,250.00	\$14,250.00	0.00	0.00	0.00	0.0%	\$0.00	\$0.00	
40	Water Control Structure	1.00	LS	\$70,000.00	\$70,000.00	0.00	0.00	0.00	0.0%	\$0.00	\$0.00	
					\$2,127,600.00						\$262,808.90	\$262,808.90

## Approved By:

Owner

Original Contract Amount

\$2,127,600.00

Change Order Amount

\$0.00

Total Contract

\$2,127,600.00

## Approved By:

Contractor

Work Completed to Date

\$262,808.90

Stored Material

\$0.00

Total Complete

\$262,808.90

(10%) Less Retainage

\$26,280.89

Total Less Retainage

\$236,528.01

Less Previous Payment

\$0.00

Amount Due This Payment

\$236,528.01

**Dyer Construction Company, Inc.****Pay Estimate Summary Report****Invoice # 1**

Invoice Date: 08/22/2022

Dates Submitted: 06/08/2022 - 08/19/2022

**Contract # 2205**

Cedar Lake Dredging, Stage 1, SDF

Job: 2205

**Owner**

Town of Cedar Lake

7408 Constitution Ave.

Cedar Lake, IN 46303

**Contractor**

Dyer Construction Company, Inc.

1716 Sheffield Avenue

Dyer, IN 46311

USA

Pay Item	Description	Contract Quantities	Unit	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
1	MOBILIZATION AND DEMOBILIZATION	1.00	LS	60,000.00	60,000.00	0.0000	0.6000	0.6000	36,000.00	36,000.00
2	CONSTRUCTION ENGINEERING	1.00	LS	10,000.00	10,000.00	0.0000	0.2100	0.2100	2,100.00	2,100.00
3	AS-BUILT SURVEY	1.00	LSUM	10,795.45	10,795.45	0.0000	0.0000	0.0000	0.00	0.00
4	CLEARING & BRUSHING	5.60	ACRE	5,236.42	29,323.95	0.0000	6.0000	6.0000	31,418.52	31,418.52
5	CULVERT/PIPE, REMOVE	107.00	LFT	14.89	1,593.23	0.0000	0.0000	0.0000	0.00	0.00
6	TOPSOIL STRIP 9", STOCKPILE, RESPREAD 6"	255,000.00	SYS	0.85	216,750.00	0.0000	123,467.0000	123,467.0000	104,946.95	104,946.95
7	EARTH EXCAVATION & EMBANKMENT	100,000.00	CYS	4.61	461,000.00	0.0000	15,000.0000	15,000.0000	69,150.00	69,150.00
8	SWALE CONSTRUCTION	1,550.00	LFT	7.21	11,175.50	0.0000	0.0000	0.0000	0.00	0.00
9	SILT FENCE	6,000.00	LFT	1.43	8,580.00	0.0000	6,000.0000	6,000.0000	8,580.00	8,580.00
10	TIMBER MATTING	1,000.00	SYS	55.25	55,250.00	0.0000	0.0000	0.0000	0.00	0.00
11	CULVERT PIPE PROTECTION	6.00	EACH	155.00	930.00	0.0000	0.0000	0.0000	0.00	0.00
12	ROCK CHECK DAM	7.00	EACH	3,753.26	26,272.82	0.0000	0.0000	0.0000	0.00	0.00
13	EROSION CONTROL BLANKET	155,500.00	SYS	1.58	245,690.00	0.0000	0.0000	0.0000	0.00	0.00
14	HEAVY DUTY EROSION CONTROL BLANKET	3,400.00	SYS	6.27	21,318.00	0.0000	0.0000	0.0000	0.00	0.00
15	MAINTENANCE, EROSION CONTROL	1.00	LS	5,775.64	5,775.64	0.0000	0.2100	0.2100	1,212.88	1,212.88
16	RESTORE EXISTING GRAVEL DRIVEWAY	100.00	SYS	21.27	2,127.00	0.0000	0.0000	0.0000	0.00	0.00
17	GRAVEL HAUL PATH	16,601.00	SYS	19.29	320,233.29	0.0000	0.0000	0.0000	0.00	0.00
18	STABILIZED CONSTRUCTION ENTRANCE (NO. 2 AGGREGATE)	1,000.00	SYS	20.77	20,770.00	0.0000	333.3300	333.3300	6,923.26	6,923.26
19	HMA PATCHING, TYPE B, 5"	15.00	SYS	442.51	6,637.65	0.0000	0.0000	0.0000	0.00	0.00
20	CHAIN LINK FENCE, 6' HEIGHT	4,400.00	LFT	22.32	98,208.00	0.0000	0.0000	0.0000	0.00	0.00
21	CHAIN LINK FENCE, 20' GATE, 6' HEIGHT	2.00	EACH	2,650.00	5,300.00	0.0000	0.0000	0.0000	0.00	0.00
22	RIP RAP, REVETMENT	3,500.00	SYS	23.67	82,845.00	0.0000	0.0000	0.0000	0.00	0.00
23	NO. 2 AGGREGATE	300.00	TON	33.36	10,008.00	0.0000	0.0000	0.0000	0.00	0.00
24	NATIVE SEEDING	117,000.00	SYS	0.33	38,610.00	0.0000	0.0000	0.0000	0.00	0.00
25	INDOT TYPE 2 GRASS MIXTURE (PERMANENT COVER SEEDIN)	70,000.00	SYS	0.29	20,300.00	0.0000	0.0000	0.0000	0.00	0.00
26	CORRIDOR RESTORATION	12,500.00	SYS	1.28	16,000.00	0.0000	0.0000	0.0000	0.00	0.00
27	EXISTING SWALE STABILIZATION	75.00	SYS	4.73	354.75	0.0000	0.0000	0.0000	0.00	0.00
28	PIPE, HDPE, TYPE 2, CIRCULAR, 12"	1,085.00	LFT	36.83	39,960.55	0.0000	0.0000	0.0000	0.00	0.00
29	PIPE, RCP, TYPE 2, CIRCULAR, 18"	130.00	LFT	51.18	6,653.40	0.0000	0.0000	0.0000	0.00	0.00
30	PIPE, CMP, TYPE 2, CIRCULAR, 18"	31.00	LFT	199.85	6,195.35	0.0000	0.0000	0.0000	0.00	0.00
31	PIPE, RCP, TYPE 1, CIRCULAR, 24" CASING	40.00	LFT	192.58	7,703.20	0.0000	0.0000	0.0000	0.00	0.00
32	PIPE, RCP, TYPE 1, CIRCULAR, 12"	160.00	LFT	51.61	8,257.60	0.0000	48.0000	48.0000	2,477.28	2,477.28



**Dyer Construction Company, Inc.****Pay Estimate Summary Report****Invoice # 1**

Invoice Date: 08/22/2022

Dates Submitted: 06/08/2022 - 08/19/2022

**Contract # 2205**

Cedar Lake Dredging, Stage 1, SDF

Job: 2205

**Owner**

Town of Cedar Lake

7408 Constitution Ave.

Cedar Lake, IN 46303

**Contractor**

Dyer Construction Company, Inc.

1716 Sheffield Avenue

Dyer, IN 46311

USA

Pay Item	Description	Contract Quantities	Unit	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
33	PIPE, CMP, TYPE1, CIRCULAR, 48"	26.00	LFT	546.14	14,199.64	0.0000	0.0000	0.0000	0.00	0.00
34	BORING RAILROAD CASING PIPE, STEEL, CIRCULAR, 24"	150.00	LFT	477.36	71,604.00	0.0000	0.0000	0.0000	0.00	0.00
35	PIPE, HDPE, CIRCULAR, 6-IN UNDERDRAIN W/ SOCK & FI		LFT	30.80	61,600.00	0.0000	0.0000	0.0000	0.00	0.00
36	FLARED END SECTION, HDPE, 12-IN W/ GRATE	2.00	EACH	845.86	1,691.72	0.0000	0.0000	0.0000	0.00	0.00
37	REINFORCED CONCRETE APPROACH SLAB	1.00	LSUM	2,615.70	2,615.70	0.0000	0.0000	0.0000	0.00	0.00
38	TIMBER BOARDWALK	1.00	LSUM	37,020.56	37,020.56	0.0000	0.0000	0.0000	0.00	0.00
39	TIMBER RAILING	1.00	LSUM	14,250.00	14,250.00	0.0000	0.0000	0.0000	0.00	0.00
40	WATER CONTROL STRUCTURE	1.00	LSUM	70,000.00	70,000.00	0.0000	0.0000	0.0000	0.00	0.00

Original Contract Amount 2,127,600.00

Change Order Amount 0.00

**Total Contract (\$)** 2,127,600.00

Work Completed to Date 262,808.89

Stored Material 0.00

**Total Complete/Stored/Pending (\$)** 262,808.89

Less Retainage 26,280.89

**Total [Less Retainage] (\$)** 236,528.00

Adjustments 0.00

Less Previously Requested 0.00

**Amount Due This Request (\$)** 236,528.00

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

Owner

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

Contractor

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

PARTIAL WAIVER OF LIEN

STATE OF ( IN )  
COUNTY OF ( Lake ) ss  
To Whom It May Concern:

WHEREAS the undersigned has been employed by Town of Cedar Lake to furnish site development and labor for the premises known as Cedar Lake Dredging, Stage 1, SDF, Cedar Lake, IN

The undersigned, for and in consideration of \$236,528.00

TWO HUNDRED THIRTY-SIX THOUSAND FIVE HUNDRED TWENTY-EIGHT 00/100 and other good and valuable considerations, the receipt whereof is acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien under the statutes of the STATE OF IN, relating to mechanic's liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above described premises, INCLUDING EXTRAS.\*

DATE: 08/23/2022  
DYER CONSTRUCTION COMPANY, INC  
1716 SHEFFIELD AVE  
DYER, IN 46311

SIGNATURE AND TITLE: Susan Thompson Treasurer

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN TO THE CONTRACT.

CONTRACTOR'S AFFIDAVIT

STATE OF ( IN )  
COUNTY OF ( Lake ) ss  
To Whom It May Concern:

THE UNDERSIGNED, SUSAN THOMPSON BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS THE PRINCIPAL OF DYER CONSTRUCTION COMPANY, INC WHO IS THE CONTRACTOR FURNISHING SITE WORK FOR THE PREMISES KNOWN AS CEDAR LAKE DREDGING, STAGE 1, SDF, CEDAR LAKE, IN

That the total amount of the contract including extras\* is \$2,127,600.00  
on which he or she has received payment \$0.00

prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished materials or labor or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESS	WHAT FOR:	CONTRACT PRICE:	AMOUNT PAID:	THIS PAYMENT:	BALANCE DUE:
Dyer Construction	site development	\$2,127,600.00	\$0.00	\$236,528.00	\$1,891,072.00
Total labor and material including extras to complete:		\$2,127,600.00	\$0.00	\$236,528.00	\$1,891,072.00

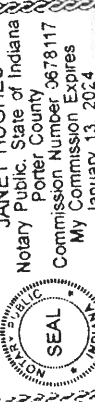
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 08/23/2022 SIGNATURE & TITLE: Susan Thompson TRI Treasurer

SUBSCRIBED AND SWORN BEFORE ME THIS 23rd DAY OF August, 2022

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN TO THE CONTRACTOR

Janet Hughes  
NOTARY PUBLIC





September 1, 2022

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

Attention: Jennifer Sandberg – Clerk-Treasurer

Subject: Parrish Ave. Improvements  
Pay Request No. 2  
(CBBEL Project No. 19.R220142.00002)

Dear Town Council Members:

Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Pay Request # 2 in the amount of \$699,884.93 submitted by Milestone Contractors North, Inc. dated August 30, 2022. Based on the completed and observed work to date, CBBEL recommends payment in the following amount:

<b>Total Improvements:</b>	<b>This Estimate</b>	<b>To Date</b>
Value of Work Completed:	\$ 777,649.92	\$ 1,135,831.10
Less Retainage:	\$ 77,764.99	\$ 113,583.11
Balance:	\$ 699,884.93	\$ 1,022,247.99
Less Previous Payments:	n/a	\$ 322,363.06
Amount Due This Payment:	<b>\$ 699,884.93</b>	\$ 699,884.93

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

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

Sincerely,

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

Thomas J. Gordon  
Construction Engineer

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

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

Encl.: As noted.

cc: Chris Salatas – Town Manager  
Margaret Abernathy – Town Administrative Assistant  
Dave Beale – Milestone PM  
Candice Houck – Milestone PA

P:\Cedar Lake\220142 - 2022 Roadway Projects\Parrish Ave\Pay Apps\#2\Parrish CBBEL Pay App Review #2\_.docx

TOWN OF CEDAR LAKE, IN  
PARRISH AVE RECONSTRUCTION PROJECT

CONTRACTOR: Milestone Contractors North, Inc.  
DATE: 8/28/2022  
ESTIMATE NO. 2 (7-1-22 to 8-22-22)  
PROJECT: Parrish Ave  
PROJECT #: 19.R220142.00001

CBBEL PAY ESTIMATE REPORT

ITEM	DESCRIPTION	CONTRACT QUANTITY	UNIT OF MEASURE	UNIT PRICE	CONTRACT COST	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY INVOICE #1	QUANTITY TO DATE	PERCENT UTILIZED	CONTRACT AMOUNT TO DATE
1	MOBILIZATION AND DEMOBILIZATION (~5%)	1	LS	\$ 66,700.00	\$ 66,700.00	0.00	\$ -	0.70	0.70	70.0%	\$ 46,690.00
2	CONSTRUCTION ENGINEERING (~4%)	1	LS	\$ 7,000.00	\$ 7,000.00	0.50	\$ 3,500.00	0.25	0.75	75.0%	\$ 5,250.00
3	CLEARING RIGHT OF WAY (~2%)	1	LS	\$ 16,000.00	\$ 16,000.00	0.50	\$ 8,000.00	0.25	0.75	75.0%	\$ 12,000.00
4	TRAFFIC CONTROL	1	LS	\$ 12,500.00	\$ 12,500.00	0.50	\$ 6,250.00	0.25	0.75	75.0%	\$ 9,375.00
5	TREE, PROTECT	2	EA	\$ 125.00	\$ 250.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
6	INLET PROTECTION	16	EA	\$ 155.00	\$ 2,480.00	8.00	\$ 1,240.00	0.00	8.00	50.0%	\$ 1,240.00
7	SILT FENCE (UNDISTRIBUTED)	1250	LFT	\$ 1.46	\$ 1,825.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
8	MAINTENANCE OF EROSION CONTROL DEVICES	1	LS	\$ 500.00	\$ 500.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
9	PIPE, REMOVE	470	LFT	\$ 10.00	\$ 4,700.00	167.00	\$ 1,670.00	303.00	470.00	100.0%	\$ 4,700.00
10	CONCRETE SIDEWALK, REMOVE	69	SYS	\$ 19.00	\$ 1,311.00	37.50	\$ 712.50	37.00	74.50	108.0%	\$ 1,415.50
11	CONCRETE DRIVEWAY, REMOVE	363	SYS	\$ 23.00	\$ 8,349.00	161.50	\$ 3,714.50	217.50	379.00	104.4%	\$ 8,717.00
12	CONCRETE CURB, REMOVE	415	LFT	\$ 14.00	\$ 5,810.00	321.50	\$ 4,501.00	93.50	415.00	100.0%	\$ 5,810.00
13	RIP RAP, REMVE	128	SYS	\$ 10.00	\$ 1,280.00	128.00	\$ 1,280.00	0.00	128.00	100.0%	\$ 1,280.00
14	EXCAVATION, COMMON	1	LS	\$ 178,900.00	\$ 178,900.00	0.50	\$ 89,450.00	0.25	0.75	75.0%	\$ 134,175.00
15	B BORROW	1	LS	\$ 11,500.00	\$ 11,500.00	0.50	\$ 5,750.00	0.25	0.75	75.0%	\$ 8,625.00
16	ASPHALT MILLING, 2-IN	2374	SYS	\$ 3.75	\$ 8,902.50	0.00	\$ -	164.50	164.50	6.9%	\$ 616.88
17	COMPACTED AGGREGATE FOR UNDERCUT BACKFILL, INDOT NO. 2	600	TON	\$ 98.00	\$ 58,800.00	2,491.99	\$ 244,215.02	774.10	3,266.09	544.3%	\$ 320,076.82
18	COMPACTED AGGREGATE FOR UNDERCUT BACKFILL, INDOT NO. 53	600	TON	\$ 89.00	\$ 53,400.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
19	STRUCTURAL BACKFILL, TYPE 1	877	CYS	\$ 1.00	\$ 877.00	352.00	\$ 352.00	525.00	877.00	100.0%	\$ 877.00
20	GEOTEXTILE FOR SUBGRADE	5673	SYS	\$ 5.00	\$ 28,365.00	6,790.60	\$ 33,953.00	1450.00	8,240.60	145.3%	\$ 41,203.00
21	COMPACTED AGGREGATE, INDOT NO. 53 BASE	3729	TON	\$ 30.00	\$ 111,870.00	2,996.01	\$ 89,880.30	506.60	3,502.61	93.9%	\$ 105,078.30
22	HMA SURFACE, TYPE B	746	TON	\$ 100.50	\$ 74,973.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
23	HMA INTERMEDIATE, TYPE B	936	TON	\$ 86.00	\$ 80,496.00	532.46	\$ 45,791.56	0.00	532.46	56.9%	\$ 45,791.56
24	HMA WEDGE AND LEVEL, TYPE B	30	TON	\$ 103.00	\$ 3,090.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
25	HMA PATCHING, TYPE B	250	TON	\$ 105.00	\$ 26,250.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
26	HMA FOR APPROACHES, TYPE B	78	SYS	\$ 45.00	\$ 3,510.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
27	ASPHALT FOR TACK COAT	7812	SYS	\$ 0.55	\$ 4,296.60	0.00	\$ -	0.00	0.00	0.0%	\$ -
28	CONCRETE SIDEWALK, 4-IN	1136	SYS	\$ 56.00	\$ 63,616.00	413.70	\$ 23,167.20	0.00	413.70	36.4%	\$ 23,167.20
29	CONCRETE CURB RAMP, 4-IN	58	SYS	\$ 170.00	\$ 9,860.00	23.50	\$ 3,995.00	0.00	23.50	40.5%	\$ 3,995.00
30	DETECTABLE WARNING SURFACE	24	SYS	\$ 180.00	\$ 4,320.00	9.80	\$ 1,764.00	0.00	9.80	40.8%	\$ 1,764.00
31	PCCP FOR APPROACHES, 6-IN	457	SYS	\$ 82.00	\$ 37,474.00	310.30	\$ 25,444.60	0.00	310.30	67.9%	\$ 25,444.60
32	CONCRETE CURB AND GUTTER, 6" X 6"	4558	LFT	\$ 22.00	\$ 100,276.00	2,175.20	\$ 47,854.40	0.00	2,175.20	47.7%	\$ 47,854.40
33	CASTING, ADJUST TO GRADE, (UNDISTRIBUTED)	5	EA	\$ 300.00	\$ 1,500.00	3.00	\$ 900.00	0.00	3.00	60.0%	\$ 900.00
34	CASTING, ADJUST TO GRADE, CONCRETE, (UNDISTRIBUTED)	2	EA	\$ 1,700.00	\$ 3,400.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
35	CASTING, FURNISH AND ADJUST TO GRADE, (UNDISTRIBUTED)	2	EA	\$ 750.00	\$ 1,500.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
36	MAILBOX ASSEMBLY, SINGLE (UNDISTRIBUTED)	22	EA	\$ 525.00	\$ 11,550.00	7.00	\$ 3,675.00	0.00	7.00	31.8%	\$ 3,675.00
37	PIPE, TYPE 2, DIP, CIRCULAR, 12"	120	LFT	\$ 115.00	\$ 13,800.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
38	PIPE, TYPE 2, CONCRETE, CIRCULAR, 12"	999	LFT	\$ 80.00	\$ 79,920.00	733.50	\$ 58,680.00	302.50	1,036.00	103.7%	\$ 82,880.00
39	PIPE, TYPE 2, CONCRETE, CIRCULAR, 15"	300	LFT	\$ 90.00	\$ 27,000.00	0.00	\$ -	298.00	298.00	99.3%	\$ 26,820.00
40	PIPE, TYPE 2, CONCRETE, CIRCULAR, 18"	577	LFT	\$ 100.00	\$ 57,700.00	0.00	\$ -	571.00	571.00	99.0%	\$ 57,100.00
41	PIPE, TYPE 2, PVC, CIRCULAR, 6", (UNDISTRIBUTED)	150	LFT	\$ 50.00	\$ 7,500.00	100.00	\$ 5,000.00	0.00	100.00	66.7%	\$ 5,000.00
42	MANHOLE, TYPE C	8	EA	\$ 3,000.00	\$ 24,000.00	4.00	\$ 12,000.00	4.00	8.00	100.0%	\$ 24,000.00
43	INLET, TYPE A CIRCULAR	3	EA	\$ 2,500.00	\$ 7,500.00	1.00	\$ 2,500.00	2.00	3.00	100.0%	\$ 7,500.00
44	INLET, TYPE J	12	EA	\$ 3,000.00	\$ 36,000.00	6.00	\$ 18,000.00	6.00	12.00	100.0%	\$ 36,000.00
45	LINE, THERMOPLASTIC, SOLID, WHITE, 4-IN, RECESSED	33	LFT	\$ 1.30	\$ 42.90	0.00	\$ -	0.00	0.00	0.0%	\$ -
46	LINE, THERMOPLASTIC, SOLID, YELLOW, 4-IN, RECESSED	4490	LFT	\$ 1.30	\$ 5,837.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
47	TRANSVERSE MARKING, THERMOPLASTIC, STOP BAR, WHITE, 24-IN	142	LFT	\$ 5.50	\$ 781.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
48	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK, WHITE, 6-IN	633	LFT	\$ 1.05	\$ 664.65	0.00	\$ -	0.00	0.00	0.0%	\$ -
49	THERMOPLASTIC MESSAGE MARKING, "SCHOOL", WHITE	1	EA	\$ 175.00	\$ 175.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
50	THERMOPLASTIC MESSAGE MARKING, "ONLY", WHITE	1	EA	\$ 115.00	\$ 115.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
51	RESTORATION (MULCHED SEEDING TYPE U, 4 IN TOPSOIL, E.C. BLANKET)	3400	SYS	\$ 9.86	\$ 33,524.00	1,644.00	\$ 16,209.84	0.00	1,644.00	48.4%	\$ 16,209.84
52	UTILITY VERIFICATION (POTHOLING) (UNDISTRIBUTED)	6	EA	\$ 400.00	\$ 2,400.00	8.00	\$ 3,200.00	6.00	14.00	233.3%	\$ 5,600.00
53	WATER MAIN PIPE, REMOVE	50	LFT	\$ 100.00	\$ 5,000.00	50.00	\$ 5,000.00	0.00	50.00	100.0%	\$ 5,000.00
54	LINE STOP, 12 IN	1	EA	\$ 15,000.00	\$ 15,000.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
55	WATER MAIN, DIP 12 IN	50	LFT	\$ 200.00	\$ 10,000.00	50.00	\$ 10,000.00	0.00	50.00	100.0%	\$ 10,000.00
TOTAL							\$ 777,649.92				\$ 1,135,831.10

Awarded Contract Value: \$ 1,334,390.65  
Current Contract Value: \$ 1,334,390.65  
Current Awarded CO Value: \$ -  
Projected Total CO's Value: \$ -

Percent Complete (Awarded): 85.12%  
Percent Complete (Current): 85.12%

ORIGINAL CONTRACT \$ 1,334,390.65  
TOTAL CHANGE ORDERS \$ -  
REVISED CONTRACT \$ 1,334,390.65  
COMPLETED TO DATE \$ 1,135,831.10  
RETAINAGE \$ 113,583.11  
TOTAL EARNED LESS RETAINAGE \$ 1,022,247.99  
LESS PREVIOUS REQUESTS \$ 322,363.06  
CURRENT AMOUNT DUE \$ 699,884.93





# Milestone

## Progress Billing Detail

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

Invoice #: 228711-2

Date: 8/30/2022

Job: PARRISH AVE- CEDAR LAKE CCMG

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

Customer No: 13800

From:

To:

Payment Terms NET 30

Contract: 228711-

Customer Ref:

Cont Item	Description	Units Billed			U/M	Amounts Billed		
		Contract Amount	Contract Quantity	Quantity This Period		Unit Price	Amount This Period	Amount To-Date
2	Construction Engineering	7,000.00	0.000	0.000	0.000	LS	0.000	5,250.00
3	Clearing ROW	16,000.00	0.000	0.000	0.000	LS	0.000	12,000.00
4	Traffic Control	12,500.00	0.000	0.000	0.000	LS	0.000	9,375.00
6	Inlet Protection	2,480.00	16.000	8.000	8.000	EA	155.000	1,240.00
9	Pipe, Remove	4,700.00	470.000	167.000	470.000	LF	10.000	4,700.00
10	Concrete Sidewalk, Remove	1,311.00	69.000	37.500	74.500	SY	19.000	1,415.50
11	Concrete Driveway, Remove	8,349.00	363.000	161.500	379.000	SY	23.000	8,717.00
12	Concrete Curb, Remove	5,810.00	415.000	321.500	415.000	LF	14.000	5,810.00
13	Rip Rap, Remove	1,280.00	128.000	128.000	128.000	SY	10.000	1,280.00
14	Excavation, Common	178,900.00	0.000	0.000	0.000	LS	0.000	134,175.00
15	B-Borrow	11,500.00	0.000	0.000	0.000	LS	0.000	8,625.00
17	INDOT 2's for Undercuts (Undistributed)	58,800.00	600.000	2,491.990	3,266.090	TON	98.000	320,076.82
19	Structural Backfill, Type 1	877.00	877.000	352.000	877.000	CY	1.000	877.00
20	Geotextile for Subgrade	28,365.00	5,673.000	6,790.600	8,240.600	SY	5.000	41,203.00
21	Compacted Agg, INDOT 53's Base	111,870.00	3,729.000	2,996.010	3,502.610	TON	30.000	105,078.30
23	HMA Intermediate, Type B	80,496.00	936.000	532.460	532.460	TON	86.000	45,791.56
28	Concrete Sidewalk, 4	63,616.00	1,136.000	413.700	413.700	SY	56.000	23,167.20
29	Concrete Curb Ramp, 4	9,860.00	58.000	23.500	23.500	SY	170.000	3,995.00
30	Detectable Warning Surface	4,320.00	24.000	9.800	9.800	SY	180.000	1,764.00
31	PCCP for Approaches, 6	37,474.00	457.000	310.300	310.300	SY	82.000	25,444.60
32	Concrete Curb & Gutter, 6 X 6	100,276.00	4,558.000	2,175.200	2,175.200	LF	22.000	47,854.40
33	Casting, Adjust to Grade (Undistributed)	1,500.00	5.000	3.000	3.000	EA	300.000	900.00
36	Mailbox Assembly, Single (Undistributed)	11,550.00	22.000	7.000	7.000	EA	525.000	3,675.00
38	Pipe, Type 2, Concrete, Circular 12	79,920.00	999.000	733.500	1,036.000	LF	80.000	82,880.00
41	Pipe, Type 2, PVC, Circular, 6 (Undistributed)	7,500.00	150.000	100.000	100.000	LF	50.000	5,000.00
42	Manhole, Type C	24,000.00	8.000	4.000	8.000	EA	3,000.000	24,000.00
43	Inlet, Type A Circular	7,500.00	3.000	1.000	3.000	EA	2,500.000	7,500.00
44	Inlet, Type D	36,000.00	12.000	6.000	12.000	EA	3,000.000	36,000.00
51	(Mulched Seeding Type U, 4 Topsoil (Blanket)	33,524.00	3,400.000	1,644.000	1,644.000	SY	9.860	16,209.84
52	Utility Verification (Potholing) (Undistributed)	2,400.00	6.000	8.000	14.000	EA	400.000	5,600.00
53	Water Main Pipe, Remove	5,000.00	50.000	50.000	50.000	LF	100.000	5,000.00
55	Water Main, DIP 12	10,000.00	50.000	50.000	50.000	LF	200.000	10,000.00



# Milestone

## Progress Billing Detail

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

Invoice #: 228711-2  
Date: 8/30/2022  
Job: PARRISH AVE- CEDAR LAKE CCMG

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

Customer No: 13800  
From:  
To:  
Payment Terms NET 30  
Contract: 228711-



Customer Ref:

Units Billed

Amounts Billed

Original Contract Amount:	1,334,390.65
Change Orders to Date:	0.00
Current Contract Amount:	<u>1,334,390.65</u>
Percent Complete:	85.98%

Total Billed This Period To Date:	777,649.92	1,135,831.10
Less Retainage:	77,764.99	113,583.11
Less Previous Applications:	0.00	322,363.06
Total Due This Invoice:	<u>699,884.93</u>	<u>699,884.93</u>

PARTIAL WAIVER OF LIEN

( ) Final

(x) Partial

( ) Payment to follow

The undersigned, having been contracted by Town of Cedar Lake to furnish certain materials and labor, to wit, for a project known as Parrish Avenue-Cedar Lake located at Cedar Lake, Indiana, and does hereby further state:

(PARTIAL WAIVER)

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

\$669,884.93

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

(FINAL WAIVER)

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

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

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

Milestone Contractors North, Inc.

Name of Company

Candace Henne  
Signature of Authorized Representative

Witness my hand and notarial Seal, this 30<sup>th</sup> of August, 2022.

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

[Signature]  
Notary Signature

LISA A. CARPENTER

Printed Notary Name







September 1, 2022

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

Attention: Jennifer Sandberg – Clerk-Treasurer

Subject: Highland Subdivision Improvements  
Pay Request No. 3  
(CBBEL Project No. 19.R220142.00001)

Dear Town Council Members:

Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Pay Request # 3 in the amount of \$91,729.89 submitted by Milestone Contractors North, Inc. dated August 30, 2022. Based on the completed and observed work to date, CBBEL recommends payment in the following amount:

<b>Total Improvements:</b>	<b>This Estimate</b>	<b>To Date</b>
Value of Work Completed:	\$ 101,922.10	\$ 553,872.14
Less Retainage:	\$ 10,192.21	\$ 55,387.22
Balance:	\$ 91,729.89	\$ 498,484.92
Less Previous Payments:	n/a	\$ 406,755.03
Amount Due This Payment:	<b>\$ 91,729.89</b>	\$ 91,729.89

Please find attached copies of the Invoice #3 from Milestone and the Pay Estimate #3 Review Report from CBBEL. The partial waiver of lien for this estimate from Milestone has also been included with this letter.

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

Sincerely,

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

Thomas J. Gordon  
Construction Engineer

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

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

Encl.: As noted.

cc: Chris Salatas – Town Manager  
Margaret Abernathy – Town Administrative Assistant  
Dave Beale – Milestone PM  
Candice Houck – Milestone PA

P:\Cedar Lake\220142 - 2022 Roadway Projects\Highland\Pay Apps\#3\Highland CBBEL Pay App Review #3\_.docx

TOWN OF CEDAR LAKE, IN  
HIGHLAND SUBDIVISION IMPROVEMENTS

CONTRACTOR: Milestone Contractors North, Inc.  
DATE: 8/29/2022  
ESTIMATE #: 3 (7/02/22 to 8/19/22)  
PROJECT: Highland Subdivision Improvements  
PROJECT #: 19.R220142.00001

CBBEL PAY ESTIMATE REPORT

ITEM	DESCRIPTION	CONTRACT QUANTITY	UNIT OF MEASURE	UNIT PRICE	CONTRACT COST	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY INVOICE #1	QUANTITY INVOICE #2	QUANTITY TO DATE	PERCENT UTILIZED	CONTRACT AMOUNT TO DATE
1	MOBILIZATION AND DEMOBILIZATION	1	LS	\$34,100.00	\$ 34,100.00	0.00	\$ -	0.70	0.00	0.70	70.0%	\$ 23,870.00
2	CONSTRUCTION ENGINEERING	1	LS	\$4,000.00	\$ 4,000.00	0.15	\$ 600.00	0.45	0.20	0.80	80.0%	\$ 3,200.00
3	CLEARING RIGHT OF WAY	1	LS	\$12,000.00	\$ 12,000.00	0.15	\$ 1,800.00	0.45	0.20	0.80	80.0%	\$ 9,600.00
4	TREE, 6 IN, REMOVE	1	EACH	\$500.00	\$ 500.00	0.00	\$ -	0.00	1.00	1.00	100.0%	\$ 500.00
5	CONCRETE DRIVEWAY, REMOVE	35	SYS	\$45.00	\$ 1,575.00	0.00	\$ -	5.00	0.00	5.00	14.3%	\$ 225.00
6	PIPE, REMOVE	340	LFT	\$10.00	\$ 3,400.00	0.00	\$ -	340.00	30.00	370.00	108.8%	\$ 3,700.00
7	CONCRETE CURB, REMOVE	40	LFT	\$45.00	\$ 1,800.00	0.00	\$ -	0.00	0.00	0.00	0.0%	\$ -
8	CONCRETE HEADWALL, REMOVE	2	EACH	\$1,000.00	\$ 2,000.00	0.00	\$ -	2.00	0.00	2.00	100.0%	\$ 2,000.00
9	RIP RAP, REMOVE	15	SYS	\$10.00	\$ 150.00	0.00	\$ -	15.00	0.00	15.00	100.0%	\$ 150.00
10	TREE, PROTECT	3	EACH	\$125.00	\$ 375.00	0.00	\$ -	0.00	0.00	0.00	0.0%	\$ -
11	EXCAVATION, COMMON	1	LS	\$62,500.00	\$ 62,500.00	0.00	\$ -	1.00	0.00	1.00	100.0%	\$ 62,500.00
12	FENCE, REMOVE AND RESET	115	LFT	\$145.00	\$ 16,675.00	14.00	\$ 2,030.00	0.00	0.00	14.00	12.2%	\$ 2,030.00
13	COMPACTED AGG. FOR UNDERCUT BACKFILL, NO. 2 (UNDISTRIBUTED)	450	TON	\$90.00	\$ 40,500.00	0.00	\$ -	450.57	0.00	450.57	100.1%	\$ 40,551.30
14	COMPACTED AGG. FOR UNDERCUT BACKFILL, NO. 53 (UNDISTRIBUTED)	450	TON	\$80.00	\$ 36,000.00	0.00	\$ -	0.00	0.00	0.00	0.0%	\$ -
15	SILT FENCE (UNDISTRIBUTED)	1100	LFT	\$1.46	\$ 1,606.00	0.00	\$ -	0.00	0.00	0.00	0.0%	\$ -
16	INLET PROTECTION	7	EACH	\$155.00	\$ 1,085.00	7.00	\$ 1,085.00	0.00	0.00	7.00	100.0%	\$ 1,085.00
17	PIPE PROTECTION	5	EACH	\$155.00	\$ 775.00	0.00	\$ -	1.00	0.00	1.00	20.0%	\$ 155.00
18	MAINTENANCE OF EROSION CONTROL DEVICES	1	LS	\$9.86	\$ 9.86	0.00	\$ -	0.00	0.00	0.00	0.0%	\$ -
19	STRUCTURE BACKFILL, TYPE 1	65	CYS	\$1.00	\$ 65.00	0.00	\$ -	65.00	0.00	65.00	100.0%	\$ 65.00
20	GEOGRID, TYPE 1	3430	SYS	\$1.50	\$ 5,145.00	0.00	\$ -	3,638.00	0.00	3,638.00	106.1%	\$ 5,457.00
21	COMPACTED AGGREGATE NO. 53 BASE	1910	TON	\$36.00	\$ 68,760.00	0.00	\$ -	1,662.54	517.44	2,179.98	114.1%	\$ 78,479.28
22	HMA INTERMEDIATE, TYPE B	480	TON	\$92.00	\$ 44,160.00	0.00	\$ -	0.00	460.31	460.31	95.9%	\$ 42,348.52
23	HMA SURFACE, TYPE B	240	TON	\$120.00	\$ 28,800.00	0.00	\$ -	0.00	0.00	0.00	0.0%	\$ -
24	ASPHALT FOR TACK COAT	2580	SYS	\$0.55	\$ 1,419.00	0.00	\$ -	0.00	0.00	0.00	0.0%	\$ -
25	PLANT, DECIDUOUS TREE, 3.5 IN (UNDISTRIBUTED)	3	EACH	\$770.00	\$ 2,310.00	0.00	\$ -	0.00	0.00	0.00	0.0%	\$ -
26	TURF REINFORCEMENT MAT (UNDISTRIBUTED)	110	SYS	\$12.20	\$ 1,342.00	216.00	\$ 2,635.20	0.00	0.00	216.00	196.4%	\$ 2,635.20
27	RESTORATION (MULCHED SEEDING TYPE U, 4 IN TOPSOIL, EROSION CONTROL BLANKET)	3710	SYS	\$9.86	\$ 36,580.60	3,021.60	\$ 29,792.98	0.00	0.00	3,021.60	81.4%	\$ 29,792.98
28	CURB AND GUTTER, CONCRETE, ROLL CURB	3032	LFT	\$22.00	\$ 66,704.00	0.00	\$ -	550.00	2,427.00	2,977.00	98.2%	\$ 65,494.00
29	CONCRETE CURB AND GUTTER, 6" X 6"	122	LFT	\$30.00	\$ 3,660.00	0.00	\$ -	0.00	0.00	0.00	0.0%	\$ -
30	CURB TURNOUT, CONCRETE	1	EACH	\$1,250.00	\$ 1,250.00	0.00	\$ -	0.00	0.00	0.00	0.0%	\$ -
31	PCCP SHOULDER, 9 IN	670	LFT	\$35.00	\$ 23,450.00	0.00	\$ -	720.00	143.00	863.00	128.8%	\$ 30,205.00
32	HMA FOR APPROACHES, TYPE B	446	SYS	\$55.00	\$ 24,530.00	576.00	\$ 31,680.00	0.00	0.00	576.00	129.1%	\$ 31,680.00
33	PCCP FOR APPROACHES, 6 IN	51	SYS	\$165.00	\$ 8,415.00	0.00	\$ -	0.00	20.00	20.00	39.2%	\$ 3,300.00
34	COMPACTED AGGREGATE FOR APPROACHES, 6 IN	340	TON	\$63.00	\$ 21,420.00	149.11	\$ 9,393.93	0.00	141.11	290.22	85.4%	\$ 18,283.86
35	RIPRAP, REVETMENT	68	SYS	\$70.00	\$ 4,760.00	74.00	\$ 5,180.00	0.00	0.00	74.00	108.8%	\$ 5,180.00
36	MAILBOX ASSEMBLY, SINGLE (UNDISTRIBUTED)	18	EACH	\$550.00	\$ 9,900.00	4.00	\$ 2,200.00	0.00	0.00	4.00	22.2%	\$ 2,200.00
37	SWALE RECONSTRUCTION AND RESTORATION	351	LFT	\$25.00	\$ 8,775.00	267.00	\$ 6,675.00	0.00	0.00	267.00	76.1%	\$ 6,675.00
38	CASTING, FURNISH AND ADJUST TO GRADE (UNDISTRIBUTED)	10	EACH	\$750.00	\$ 7,500.00	11.00	\$ 8,250.00	0.00	0.00	11.00	110.0%	\$ 8,250.00
39	PIPE, TYPE 1, PVC, CIRCULAR, 10 IN	32	LFT	\$115.00	\$ 3,680.00	0.00	\$ -	0.00	0.00	0.00	0.0%	\$ -
40	PIPE, TYPE 2 PVC, 6 IN, (UNDISTRIBUTED)	150	LFT	\$50.00	\$ 7,500.00	0.00	\$ -	0.00	45.00	45.00	30.0%	\$ 2,250.00
41	PIPE, TYPE 2, RCP, CIRCULAR, 12 IN	80	LFT	\$80.00	\$ 6,400.00	0.00	\$ -	75.00	0.00	75.00	93.8%	\$ 6,000.00
42	PIPE, TYPE 2, RCP, CIRCULAR, 15 IN	108	LFT	\$90.00	\$ 9,720.00	0.00	\$ -	74.00	0.00	74.00	68.5%	\$ 6,660.00
43	PIPE, TYPE 2, RCP, CIRCULAR, 18 IN	168	LFT	\$100.00	\$ 16,800.00	0.00	\$ -	162.00	0.00	162.00	96.4%	\$ 16,200.00
44	PIPE, TYPE 2 HDPE, CIRCULAR 15 IN	77	LFT	\$90.00	\$ 6,930.00	0.00	\$ -	75.00	0.00	75.00	97.4%	\$ 6,750.00
45	PIPE END SECTION, PRECAST CONCRETE, 15 IN W/ GRATE	2	EACH	\$2,200.00	\$ 4,400.00	0.00	\$ -	2.00	0.00	2.00	100.0%	\$ 4,400.00
46	PIPE END SECTION, PRECAST CONCRETE, 18 IN W/ GRATE	1	EACH	\$2,500.00	\$ 2,500.00	0.00	\$ -	1.00	0.00	1.00	100.0%	\$ 2,500.00
47	PIPE END SECTION, HDPE, 15 IN, W/ GRATE	1	EACH	\$1,800.00	\$ 1,800.00	0.00	\$ -	1.00	0.00	1.00	100.0%	\$ 1,800.00
48	MANHOLE, TYPE C	5	EACH	\$3,000.00	\$ 15,000.00	0.00	\$ -	4.00	0.00	4.00	80.0%	\$ 12,000.00
49	INLET, TYPE J	3	EACH	\$3,000.00	\$ 9,000.00	0.00	\$ -	3.00	0.00	3.00	100.0%	\$ 9,000.00
50	SANITARY SERVICE CONNECTION, TYPE 1, (UNDISTRIBUTED)	2	EACH	\$2,500.00	\$ 5,000.00	0.00	\$ -	0.00	0.00	0.00	0.0%	\$ -
51	SANITARY SERVICE CONNECTION, TYPE 2, (UNDISTRIBUTED)	2	EACH	\$3,500.00	\$ 7,000.00	0.00	\$ -	1.00	0.00	1.00	50.0%	\$ 3,500.00
52	TRAFFIC CONTROL	1	LS	\$4,000.00	\$ 4,000.00	0.15	\$ 600.00	0.45	0.20	0.80	80.0%	\$ 3,200.00
TOTAL							\$ 101,922.10				TOTAL	\$ 553,872.14

Awarded Contract Value: \$ 687,726.46  
Current Contract Value: \$ 687,726.46  
Current Awarded CO Value: \$ -  
Projected Total CO's Value: \$ -

Percent Complete (Awarded): 80.54%  
Percent Complete (Current): 80.54%

ORIGINAL CONTRACT	\$ 687,726.46
TOTAL CHANGE ORDERS	\$ -
REVISED CONTRACT	\$ 687,726.46
COMPLETED TO DATE	\$ 553,872.14
RETAINAGE	\$ 55,387.22
TOTAL EARNED LESS RETAINAGE	\$ 498,484.92
LESS PREVIOUS REQUESTS	\$ 406,755.03
CURRENT AMOUNT DUE	\$ 91,729.89



# Milestone

## Progress Billing Detail

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

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



Customer Ref:

Invoice #: 228713-3  
Date: 8/30/2022  
Job: SUBDIVISION HIGHLAND IMPROV- CEDAR LAKE CCMG  
Customer No: 13800  
From: 7/2/2022  
To: 8/19/2022  
Payment Terms: NET 30  
Contract: 228713-

Cont Item	Description	Units Billed			U/M	Amounts Billed		
		Contract Amount	Contract Quantity	Quantity This Period		Quantity JTD	Unit Price	Amount This Period To-Date
1	MOB	34,100.00	0.000	0.000	LS	0.000	0.000	23,870.00
2	Construction Engineering	4,000.00	0.000	0.000	LS	0.000	0.000	3,200.00
3	Clearing of ROW	12,000.00	0.000	0.000	LS	0.000	0.000	9,600.00
4	Tree, 6 Remove	500.00	1.000	0.000	EA	1.000	500.000	500.00
5	Concrete Driveway, Remove	1,575.00	35.000	0.000	SY	5.000	45.000	225.00
6	Pipe, Remove	3,400.00	340.000	0.000	LF	370.000	10.000	3,700.00
7	Concrete Curb, Remove	1,800.00	40.000	0.000	LF	0.000	45.000	0.00
8	Concrete Headwall, Remove	2,000.00	2.000	0.000	EA	2.000	1,000.000	2,000.00
9	Rip Rap, Remove	150.00	15.000	0.000	SY	15.000	10.000	150.00
10	Tree, Protect	375.00	3.000	0.000	EA	0.000	125.000	0.00
11	Excavation, Common	62,500.00	0.000	0.000	LS	0.000	0.000	62,500.00
12	Fence, Remove & Reset	16,675.00	115.000	14.000	LF	14.000	145.000	2,030.00
13	Compacted Agg for Undercut, 2's (Undistributed)	40,500.00	450.000	0.000	TON	450.570	90.000	40,551.30
14	Compacted Agg for Undercut, 53's (Undistributed)	36,000.00	450.000	0.000	TON	0.000	80.000	0.00
15	Silt Fence (Undistributed)	1,606.00	1,100.000	0.000	LF	0.000	1.460	0.00
16	Inlet Protection	1,085.00	7.000	7.000	EA	7.000	155.000	1,085.00
17	Pipe Protection	775.00	5.000	0.000	EA	1.000	155.000	155.00
18	Maintenance of Erosion Control Devices	9.86	0.000	0.000	LS	0.000	0.000	0.00
19	Structure Backfill, Type 1	65.00	65.000	0.000	CY	65.000	1.000	65.00
20	Geogrid, Type 1	5,145.00	3,430.000	0.000	SY	3,638.000	1.500	5,457.00
21	Compacted Aggregate 53's Base	68,760.00	1,910.000	0.000	TON	2,179.980	36.000	78,479.28
22	HMA Intermediate, Type B	44,160.00	480.000	0.000	TON	460.310	92.000	42,348.52
23	HMA Surface, Type B	28,800.00	240.000	0.000	TON	0.000	120.000	0.00
24	Asphalt for Tack Coat	1,419.00	2,580.000	0.000	SY	0.000	0.550	0.00
25	Plant, Deciduous Tree, 3.5 (Undistributed)	2,310.00	3.000	0.000	EA	0.000	770.000	0.00
26	Turf Reinforcement Mat (Undistributed)	1,342.00	110.000	216.000	SY	216.000	12.200	2,635.20
27	Mulched Seeding Type U, 4 Topsoil, Blanket	36,580.60	3,710.000	3,021.600	SY	3,021.600	9.860	29,792.98
28	Curb & Gutter, Concrete, Roll Curb	66,704.00	3,032.000	0.000	LF	2,977.000	22.000	65,494.00
29	Concrete Curb & Gutter, 6 X 6	3,660.00	122.000	0.000	LF	0.000	30.000	0.00
30	Curb Turnout, Concrete	1,250.00	1.000	0.000	EA	0.000	1,250.000	0.00
31	PCCP Shoulder 9	23,450.00	670.000	0.000	LF	863.000	35.000	30,205.00
32	HMA for Approaches, Type B	24,530.00	446.000	576.000	SY	576.000	55.000	31,680.00
33	PCCP for Approaches, 6	8,415.00	51.000	0.000	SY	20.000	165.000	3,300.00
34	Compacted Agg for Approaches, 6	21,420.00	340.000	149.110	TON	290.220	63.000	18,283.86
35	Riprap, Revetment	4,760.00	68.000	74.000	SY	74.000	70.000	5,180.00





# Milestone

## Progress Billing Detail

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

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



Customer Ref:

Invoice #: 228713-3  
Date: 8/30/2022  
Job: SUBDIVISION HIGHLAND IMPROV- CEDAR LAKE CCMG  
Customer No: 13800  
From: 7/2/2022  
To: 8/19/2022  
Payment Terms: NET 30  
Contract: 228713-

Cont Item	Description	Units Billed			Amounts Billed				
		Contract Amount	Contract Quantity	Quantity This Period	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date
36	Mailbox Assembly, Single (Undistributed)	9,900.00	18.000	4.000	4.000	EA	550.000	2,200.00	2,200.00
37	Swale Reconstruction & Restoration	8,775.00	351.000	267.000	267.000	LF	25.000	6,675.00	6,675.00
38	Casting, Furnish & Adjust to Grade (Undistributed)	7,500.00	10.000	11.000	11.000	EA	750.000	8,250.00	8,250.00
39	Pipe, Type 1, PVC, Circular, 10	3,680.00	32.000	0.000	0.000	LF	115.000	0.00	0.00
40	Pipe, Type 2, PVC, 6 (Undistributed)	7,500.00	150.000	0.000	45.000	LF	50.000	0.00	2,250.00
41	Pipe, Type 2, RCP, Circular, 12	6,400.00	80.000	0.000	75.000	LF	80.000	0.00	6,000.00
42	Pipe, Type 2, RCP, Circular, 15	9,720.00	108.000	0.000	74.000	LF	90.000	0.00	6,660.00
43	Pipe, Type 2, RCP, Circular, 18	16,800.00	168.000	0.000	162.000	LF	100.000	0.00	16,200.00
44	Pipe, Type 2, HDPE, Circular 15	6,930.00	77.000	0.000	75.000	LF	90.000	0.00	6,750.00
45	Pipe End Section, Precast, Concrete, 15 W/Grate	4,400.00	2.000	0.000	2.000	EA	2,200.000	0.00	4,400.00
46	Pipe End Section, Precast, Concrete, 18 W/Grate	2,500.00	1.000	0.000	1.000	EA	2,500.000	0.00	2,500.00
47	Pipe End Section, HDPE, 15 W/Grate	1,800.00	1.000	0.000	1.000	EA	1,800.000	0.00	1,800.00
48	Manhole, Type C	15,000.00	5.000	0.000	4.000	EA	3,000.000	0.00	12,000.00
49	Inlet, Type D	9,000.00	3.000	0.000	3.000	EA	3,000.000	0.00	9,000.00
50	Sanitary Service Conn., Type 1 (Undistributed)	5,000.00	2.000	0.000	0.000	EA	2,500.000	0.00	0.00
51	Sanitary Service Conn., Type 2 (Undistributed)	7,000.00	2.000	0.000	1.000	EA	3,500.000	0.00	3,500.00
52	Traffic Control	4,000.00	0.000	0.000	0.000	LS	0.000	600.00	3,200.00
899	SAFETY	0.00	0.000	0.000	0.000	LS	0.000	0.00	0.00
900	OVERHEAD	0.00	0.000	0.000	0.000	LS	0.000	0.00	0.00

Original Contract Amount:	687,726.46	Total Billed This Period To Date:	101,922.10	553,872.14
Change Orders to Date:	0.00	Less Retainage:	10,192.21	55,387.22
Current Contract Amount:	687,726.46	Less Previous Applications:	0.00	406,755.03
Percent Complete:	80.54%	Total Due This Invoice:	91,729.89	91,729.89

## WAIVER OF LIEN

☐ Final

☒ Partial

☐ Payment to follow

The undersigned, having been contracted by Town of Cedar Lake to furnish certain materials and labor, to wit, for a project known as Highland Subdivision Improvements located at Cedar Lake, Indiana, and does hereby further state:

(PARTIAL WAIVER)

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

\$91,729.89

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

(FINAL WAIVER)

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

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

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

Milestone Contractors North, Inc.  
Name of Company

Candice Hense  
Signature of Authorized Representative

Witness my hand and notarial Seal, this 31<sup>st</sup> of August, 2022.

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

[Signature]  
Notary Signature

LISA A. CARPENTER  
Printed Notary Name



**PERMANENT STORMWATER DRAINAGE EASEMENT AGREEMENT**

THIS **PERMANENT STORMWATER DRAINAGE EASEMENT AGREEMENT** (hereinafter "Easement"), made this 28<sup>th</sup> day of JUNE, 2022, by and between **ZACHARY PRETS and ANDREA ABRAMOWICZ "GRANTORS"**, whose mailing address is 12605 Meadowlark LN., Cedar Lake, IN, 46303, and **THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA**, a Municipal Corporation, acting by and through its duly elected TOWN COUNCIL, "GRANTEE", whose mailing address is 7408 Constitution Avenue, Cedar Lake, IN 46303.

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

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

*See attached legal description*

PARENT PARCEL NUMBER: 45-15-22-181-012-000-014

COMMONLY KNOWN AS: 9035 W. 128<sup>th</sup> Ct., Cedar Lake, IN 46303

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

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

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

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

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

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

**(REMAINDER OF PAGE IS INTENTIONALLY BLANK)**





**Acceptance and Acknowledgement by Town:**

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

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

By: \_\_\_\_\_  
Randell C. Niemeyer, Town Council President

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

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

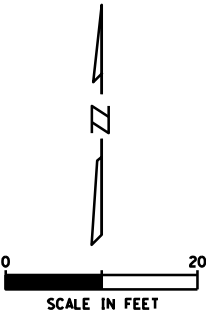
**LEGAL DESCRIPTION (PERMANENT PUBLIC UTILITY & DRAINAGE EASEMENT - LOT 221)**

THE SOUTH 12.00 FEET OF LOT 221 IN HAVENWOOD SUBDIVISION, PHASE 2, UNIT 8 BEING A SUBDIVISION IN THAT PART OF THE NORTHEAST QUARTER AND NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 97, PAGE 71 AS DOCUMENT NO. 2005 061879, JULY 26, 2005 IN LAKE COUNTY, INDIANA.

EASEMENT EXHIBIT

128th COURT

60' RIGHT-OF-WAY



PIN NO.  
45-15-22-181-012.000-014

R=(75.00) Δ=9°01'53" L=(11.83)  
CH=N85°23'37"E (11.81)

N89°54'34"E 68.22

EXISTING 15' UTILITY & DRAINAGE EASEMENT

30' BUILDING SETBACK LINE

N00°05'18"W (132.23)  
120.23

121.63  
S00°05'26"E (133.63)

GENERAL NOTES:

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

SURVEYOR NOTES:

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

HAVENWOOD SUBDIVISION PHASE 2, UNIT 8  
PER DOC. NO. 2005 061879  
RECORDED 7-26-2005 IN  
PLAT BOOK 97, PAGE 71

LOT 221  
SUBJECT PARCEL  
10,668 SQ.FT.±  
0.245 AC.±

12' PERMANENT DRAINAGE &  
PUBLIC UTILITY EASEMENT  
HEREBY DEDICATED TO THE  
TOWN OF CEDAR LAKE  
960 SQ.FT.±  
0.022 AC.±

LOT 222

LOT 220

S89°45'25"E 80.00

N89°45'25"W (80.00)

12.00  
12.00

12.00



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

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

CALC.	KJR	PROJECT NO.
DWN.	AJK	060016.00003H
CHKD.	JRM	SHEET 1 OF 1
SCALE:	1"=20'	DRAWING NO.
DATE:	07-30-2021	EXH06016.H.221



DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, CHICAGO DISTRICT  
231 SOUTH LASALLE STREET SUITE 1500  
CHICAGO, IL 60604

August 11, 2022

Randall C. Niemeyer  
Town Council President  
P.O. Box 707  
7408 Constitution Ave.  
Cedar Lake, IN 46303

Dear Mr. Niemeyer:

Since 2004, at the request of the Town of Cedar Lake (Town), the U.S. Army Corps of Engineers (Corps) has provided technical assistance in the Town's long endeavor to restore the aquatic ecosystem of Cedar Lake. After nearly a decade of collaboration with the Town in restoration planning, the Corps sought approval to implement the Town's requested Locally Preferred Plan as documented in the Cedar Lake, Indiana Aquatic Ecosystem Restoration Project Final Feasibility Report and Integrated Environmental Assessment, dated June 2017. In March 2019, the Assistant Secretary of the Army for Civil Works approved the Corps' request to initiate Pre-Construction, Engineering and Design of the recommended plan. In April 2019, the Corps provided the Town with the cost-sharing agreement needed to proceed with design of the project.

After the lack of response to multiple requests made of Town representatives to execute the agreement, I have determined that this project lacks the full participation of a non-federal sponsor. In addition, the Town recently publicly acknowledged that it is moving forward with its restoration efforts, without Corps participation. As such, I have directed my staff to move forward with closing out the project.

If you have any questions, please contact me at (312) 846-5300.

Sincerely,

A handwritten signature in black ink, appearing to read "P. B. Culberson", is written over a horizontal line.

Paul B Culberson,  
Colonel, U.S. Army  
District Commander

CF REP Frank Mrvan (IN-1)