

TOWN COUNCIL PUBLIC MEETING AGENDA September 20, 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: National IT Professionals Day

OATH OF OFFICE: Police Department – Brandon Holzhauer, Police Officer

PUBLIC HEARINGS:

- 1. Ordinance No. 1429, Public Way Vacation, Beacon Pointe of Cedar Lake, LLC, for a Permanent Easement Recorded in Lake County, Indiana, as Document No. 2007 076528 and a Temporary Easement Recorded in Lake County, Indiana, as Document No. 2007 076529
 - a. Review of Legals
 - b. Reading of **Ordinance No. 1429**
 - c. Remonstrators
 - d. Town Council Discussion
 - e. Town Council Decision on Ordinance No. 1429

PUBLIC COMMENT (on agenda items):

CONSENT AGENDA:

- 1. Minutes: August 16, 2022 and September 6, 2022
- Claims: All Town Funds: \$860,237.11; Wastewater Operating: \$256,339.56; Water Utility: \$49,101.82; Storm Water: \$21,373.34; Payroll: September 15, 2022 - \$242,011.17; and August Remittances -- \$178,546.02
- 3. Manual Journal Entries: August 1, 2022 August 31, 2022
- Donations: DARE Law Enforcement Partners, \$990; PD Non-Reverting Andrew Laud Memorial Fund/Shelly Ward \$1,000; Labor Day Fest – Frankie's Auto Sales, \$400 and Fraternal Order of Eagles, \$300

ORDINANCES & RESOLUTIONS:

- 1. Ordinance No. 1430 a Job Description Amendment adding School Crossing Guard(s)
- 2. Ordinance No. 1431 an Ordinance establishing the Fire Equipment Non-Reverting Fund
- 3. Resolution No. 1316 Transfer of Funds

BZA/PLAN COMMISSION:

1. Acceptance of a Letter of Credit in the **amount of \$447,420.52** for Oak Brook

NEW BUSINESS:

- 1. Request for an additional SRO by Hanover Central School Corporation Chief Bill Fisher to Report
- Consider Pavement Solutions, Inc. Proposal in the amount of \$11,440 to perform Crack Sealing on Parrish Avenue From 133rd Avenue to 125th Avenue
- 3. Approve Request from Lake County Board of Elections for use of Cedar Lake Town Hall to be used as a Polling Location for the **2022 General Election on November 8, 2022**
- 4. Authorization of Proposal from Milestone to pave Cline Avenue from Vermillion to the south edge of 128th **in the amount of \$13,000**
- 5. Consider Purchasing a Ventrac via Sourcewell Pricing in the amount of \$56,696.80
- 6. Vermillion-Hilltop Change Order 1 for an **increase in the amount by \$15,064.90** (*This brings the new total to \$1,169,148.73.*)
- 7. Vermillion-Hilltop Change Order 2 for an extension of time
- 8. Parrish Avenue Change Order 1 for an **increase in the amount by \$6,993.52** (*This brings the new total to \$1,341,384.17.*)
- 9. Parrish Avenue Change Order 2 for an extension of time
- 10. Consider Authorizing Chris Salatas, Town Manager, as the authorized signatory for as the INDOT LTAP Documents for the NIRPC Cline Avenue to Town Hall Sidewalk Project
- 11. Acceptance of Reimbursement Agreement Police Department, Brandon Holzhauer
- 12. Consider Chamber of Commerce Letter of Requests for the Wonderland of Lighted Christmas Trees and the Jean Eberle Parade of Lights

REPORTS:

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

WRITTEN COMMUNICATION:

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

PUBLIC COMMENT: ADJOURNMENT: PRESS SESSION: NEXT MEETING: Special Work Session, Tuesday, September 27, 2022, 6:00 pm Tuesday, October 4, 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

WHEREAS, the third Tuesday of every September was established as National IT Professionals Day in 2015 to honor the unsung heroes who maintain technology; and

WHEREAS, the third Tuesday of every September is National IT Professionals Day; and

WHEREAS, without our IT Professional assisting the Town on all technology fronts on a daily basis; and

WHEREAS, Cliff Wroe is the Town's IT Director and tirelessly serves the Town with kindness; and

WHEREAS, The Town of Cedar Lake Town Council recognizes the significant impact of IT Professionals and the value that Clifford Wroe brings to the town through his service on a daily basis; and

WHEREAS, The Town of Cedar Lake Town Council desires to convey their sincerest gratitude to Cliff Wroe, IT Director for his hard work and dedication;

NOW THEREFORE, let it be known that the Town of Cedar Lake Town Council, Lake County, Indiana, does hereby proclaim this, the 20th day of September, 2022, as:

IT Professionals Day 2022

Randy Niemeyer, President

Richard Sharpe, Vice President

Robert Carnahan

John Foreman

Ralph Miller

Julie Rivera

Colleen Schieben

Attest:

Jennifer Sandberg, Clerk Treasurer

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. <u>1429</u>

AN ORDINANCE VACATING A TEMPORARY AND PERMANENT EASEMENT IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AND ALL MATTERS RELATED THERETO.

WHEREAS, on the _____ day of _____, 2022, the Owners of real property located in the Town of Cedar Lake, Lake County, Indiana, which parcels are legally described in Exhibit "A" attached hereto, petitioned the Town Council of the Town of Cedar Lake, Lake County, Indiana, to vacate Temporary and Permanent Easements in the Town of Cedar Lake, which Easements are legally described in Exhibit "A" attached hereto; and

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

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

WHEREAS, the Town Council has reviewed the request of the Owner for vacation of the said Temporary and Permanent easements, and has determined that the areas sought by Owner to be vacated are not necessary to the growth of the area in which it is located, or to which the same are contiguous; further, that the vacation of the Temporary and Permanent easements sought to be vacated would not eliminate the Public's access to any Church, School, or any other Public building or place, and particularly as the Temporary and Permanent easement parcels to be vacated will be replaced by newly platted easement parcels in a subdivision plat being presented to the Town of Cedar Lake by those same Owners and Developers; and

WHEREAS, the Town Council has further determined that the said Temporary and Permanent easements and parcels described are in a residentially zoned subdivision, which are being included in a subdivision plat for use by the Public and will be used accordingly for such purpose in the future.

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

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

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

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

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

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

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

Randell C. Niemeyer, President

Richard Sharpe, Vice-President

Robert H. Carnahan, Member

John C. Foreman, Member

Colleen Schieben Member

Ralph Miller, Member

Julie A. Rivera, Member

ATTEST:

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

EXHIBIT A

Legal Description - Easement

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (EXCEPTING THEREFROM THE NORTH 165 FEET BY PARALLEL LINES); THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; AND THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA

Underlying PINS 45-15-28-401-001.000-013; 45-15-28-251-011.000-014; and 45-15-28-426-006.000-013.

September 20, 2022	
ALL TOWN FUNDS	\$860,237.11
WASTEWATER OPERATING	\$256,339.56
WATER UTILITY	\$49,101.82
STORM WATER	\$21,373.34
PAYROLL 9-15-2022	\$242,011.17
AUGUST REMITTANCES	\$178,546.02

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TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO.: 1430

AN ORDINANCE AMENDING TOWN SALARY ORDINANCE NO. 1428 ESTABLISHING JOBS AND SALARIES TO BE PAID CERTAIN OFFICES, POSITIONS, AND JOBS WITHIN THE TOWN OF CEDAR LAKE FOR THE CALENDAR YEAR <u>2023</u>, AND REPEALING ALL ORDINANCES, OR PARTS THEREOF, IN CONFLICT THEREWITH.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, has reviewed Town Salary Ordinance No. 1428 establishing jobs and salaries to be paid certain offices, positions, and jobs within the Town of Cedar Lake for the year 2023; and

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, has been advised that modifications and amendments to the Town Salary Ordinance No. 1428 are necessary and appropriate based upon circumstances reported to the Town Council; and

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, having reviewed the circumstances and considered all recommendations, and being duly advised, now concurs that it is advisable, necessary, appropriate, and in the best interest of the residents of the Town of Cedar Lake, that Town Salary Ordinance No. 1428 be amended to add/revise job positions, and salaries to be paid to such positions, and all related amendments.

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

<u>SECTION ONE</u>: That the Job Description for a Police Department School Crossing Guard, attached to this Amendatory Ordinance as Exhibit "A", is hereby adopted and approved.

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

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

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

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

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

Randell C. Niemeyer, President

Richard Sharpe, Vice-President

Robert H. Carnahan, Member

John C. Foreman, Member

Colleen Schieben, Member

Ralph Miller, Member

Julie Rivera, Member

ATTEST:

Jennifer N. Sandberg, IAMC Clerk-Treasurer

TOWN OF CEDAR LAKE POSITION DESCRIPTION PART TIME SCHOOL CROSSING GUARD

CLASS TITLE:	School Crossing Guard	LOCATION:	Police Dept
DEPARTMENT:	Police	EMPLOYMENT LEVEL:	Non-Exempt
DIVISION:	Administrative		

GENERAL PUROSE:

Adult Crossing Guards provide an important service for children who walk or bicycle to school. While the primary role of a school crossing guard is to guide children safely across the street, the crossing guard also assists in the development of the skills necessary to cross streets safely at any time. The Cedar Lake Metropolitan Police Department may utilize crossing guards to ensure safety in and around various schools in the community.

AUTHORITY, ROLE AND RESPONSIBILITIES:

- The School Crossing Guard is a function of the Cedar Lake Police Department under the supervision of the Chief of Police or their designee.
- School Crossing Guards are part-time, civilian employees, and as such, do not have any law enforcement authority.
- School Crossing Guards are responsible for facilitating students safely crossing roadways at designated locations and times as determined by the Chief of Police or their designee.

UNIFORM & EQUIPMENT:

The Department issues highly visible DOT reflective vests and handheld STOP signs to Crossing Guards for the performance of their regular duties. No additional uniform or equipment is required.

ANNUAL REVIEW OF CROSSING GUARD NEEDS & TRAFFIC PATTERNS:

Annually, after the start of each school year, a traffic count of the School Crossing Guard posts will be taken to review the needs of a School Crossing Guard at each post. Annually, the Chief of Police or their designee will conduct a documented review of School Crossing Guard posts. Each post will be physically checked to determine if signs or road markings need to be maintained or added.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to walk, talk and hear. The employee is regularly required to use hands to finger, handle, feel or operate objects, tools or controls and reach with hands and arms. The employee is regularly required to walk, sit, climb, balance, stoop, kneel, crouch, or crawl and smell.

The employee must frequently lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee usually works in outside weather conditions. The noise level in the work environment is usually loud in field settings and moderately quiet in office settings.

SELECTION GUIDELINES:

The selection of School Crossing Guards shall be made on the basis of application, interview, reference check and background check that shall consist of the following:

- a. Past criminal history (III) with specific attention to any crimes involving children,
- b. Inquiry on Lake County Sheriff's Department Sex Offender Registry,
- c. Motor vehicle record check in this and any state in which the applicant lived,
- d. Assessment of any prior law enforcement background experience,
- e. Assessment of the candidate's general fitness, to include consideration of the need to be able to stand for extended periods of time, and
- f. Consideration of the candidate's ability to work the required schedule.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and it is subject to change by the employer as the needs of the employer and requirements of the job change. Employee's signature is an acknowledgment that they have read and understand this job description.

Printed Employee Name

Employee Signature

Printed Chief of Police Name

Chief of Police Signature

Effective Date: _____

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. <u>1431</u>

AN ORDINANCE ESTABLISHING THE "TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, MUNICIPAL FIRE DEPARTMENT EQUIPMENT SPECIAL REVENUE NON-REVERTING FUND", AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, has been informed and advised that certain funds are received by the Town Fire Department through gifts, donations, grants, and the like, for the use by the Town Fire Department to purchase and acquire necessary equipment for the Town Fire Department, and its personnel; and

WHEREAS, the Town Council has been further informed and advised that the Indiana State Board of Accounts has reviewed the processing of funds received by the Town Municipal Fire Department from various sources, including gifts, donations, grants, and the like, and used to purchase equipment for the Municipal Fire Department and its personnel, and has required that a separate, stand alone Town Municipal Fire Department Equipment Special Revenue Non-Reverting Fund be established distinct from the Town General Non-Reverting Gift and Donation Fund for such purposes; and

WHEREAS, the Town Council, being duly advised, and having considered the recommendation of the Town Clerk-Treasurer based upon the audit requirements and position of the Indiana State Board of Accounts, concurs and agrees that establishment of a Town Municipal Fire Department Equipment Special Revenue Non-Reverting Fund is advisable, necessary, and in the best interests of the residents of the Town, as well as the Town Municipal Fire Department, and its personnel.

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

SECTION ONE: That there is hereby established a **"TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, MUNICIPAL FIRE DEPARTMENT EQUIPMENT SPECIAL REVENUE NON-REVERTING FUND"**, which shall be a Special Revenue Non-Reverting Fund under the rules, regulations and requirements of applicable Indiana Law, including the Indiana Code, as amended from time to time, as well as the administrative rules and requirements of the Indiana State Board of Accounts.

SECTION TWO: That any monies collected, such as donations, gifts, contributions, grants, or any other specifically designated funds collected by the Town Municipal Fire Department for equipment for the Fire Department and its personnel which are not otherwise specifically deposited pursuant to any other Town Ordinances or applicable State Law, as well as specific designated appropriations from other Town Funds, shall be deposited into the **"TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, MUNICIPAL FIRE DEPARTMENT EQUIPMENT SPECIAL REVENUE NON-REVERTING FUND"**.

SECTION THREE: That the monies deposited into the **"TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, MUNICIPAL FIRE DEPARTMENT EQUIPMENT SPECIAL REVENUE NON-REVERTING FUND"** shall be utilized and expended only in connection with the purchase for use by the Town Municipal Fire Department, and its personnel, of equipment for the Town Municipal Fire Department, and its personnel, of equipment for the requirements of applicable public purchasing laws.

SECTION FOUR: That the Clerk-Treasurer of the Town is hereby authorized and directed to take all appropriate and required steps to establish said "TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, MUNICIPAL FIRE DEPARTMENT EQUIPMENT SPECIAL REVENUE NON- **REVERTING FUND**", in conformance and compliance with all applicable law, as such is or may be amended hereafter from time to time.

<u>SECTION FIVE</u>: That all other 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.

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

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

ALL OF WHICH IS PASSED AND ADOPTED THIS 20TH DAY OF SEPTEMBER, 2022, BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

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

Randell C. Niemeyer, President

Richard Sharpe, Vice President

Robert H. Carnahan, Member

John C. Foreman, Member

Julie A. Rivera, Member

Ralph Miller, Member

Colleen Schieben, Member

ATTEST:

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

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

RESOLUTION NO. 1316

A RESOLUTION AUTHORIZING THE APPROPRIATION TRANSFERS BY THE CLERK-TREASURER FOR THE FOLLOWING FUNDS DURING BUDGET YEAR 2022

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana does find that conditions exist at this time, and that it is indispensably necessary to expend certain sums of money by the proper legal officers of the Town of Cedar Lake, Lake County, Indiana by way of transfer of funds within the categories of appropriations.

NOW THERFORE, be it resolved by the Town Council of the Town of Cedar Lake, Lake County, Indiana, that the following transfers are to be made in the specified funds between major budget categories;

GENERAL FUND #101

TOTAL TRANSFERS \$5,200.00

surer 001	Total Transfers \$500.00	
500.00	From: 396 – Misc Services	To: 211 – Office Supplies
ncil 002	Total Transfers \$3.000.00	
1,000.00	From: 121 – Group Health	To: 241 – Misc Supplies
2,000.00	From: 121 – Group Health	To: 341 – Prop & Casualty
tment 005	Total Transfers \$1,700.00	
750.00	From: 132 – Physicals	To: 241 – Misc Supplies
750.00	From: 132 – Physicals	To: 241 – Misc Supplies
200.00	From: 132 – Physicals	To: 231 – Parts/Tools
	ncil 002 1,000.00 2,000.00 tment 005 750.00 750.00	500.00 From: 396 – Misc Services ncil 002 Total Transfers \$3,000.00 1,000.00 From: 121 – Group Health 2,000.00 From: 121 – Group Health tment 005 Total Transfers \$1,700.00 750.00 From: 132 – Physicals 750.00 From: 132 – Physicals

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA THIS <u>20th</u> DAY OF <u>SEPTEMBER</u>, 2022

 Randell Niemeyer, President
 Richard Sharpe, Vice President

 Robert H. Carnahan
 John Foreman

 Julie Rivera
 Ralph Miller

 ATTEST:
 Colleen Schieben

Jennifer N. Sandberg, IAMC Clerk-Treasurer



Loan Center 9204 Columbia Avenue Munster, Indiana 46321 219.853.7500

September 12, 2022

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

Gentlemen:

Peoples Bank, at the request of Cedar Lake Residential LLC has provided its Irrevocable Standby Letter of Credit No. CL7622LC, which is attached hereto in the amount of Four Hundred Forty-Seven Thousand Four Hundred Twenty and 52/100 Dollars (\$447,420.52) dated September 12, 2022 in your favor. This will certify that Paul Rodriguez, VP, Business Banker, is authorized to provide and execute the attached Irrevocable Standby Letter of Credit, that the signature appearing on said Letter of Credit is authentic, and that the Bank has complied with all banking laws and requirements and other laws in connection with the issuance of such Letter of Credit.

Sincerely,

Gregory Bracco, SVR

Chief Business Banking Officer Attachment: Letter of Credit No. CL7622LC GB/ns



Loan Center 9204 Columbia Avenue Munster, Indiana 46321 219.853.7500

IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER'S NAME & ADDRESS:

Cedar Lake Residential LLC 8900 Wicker Avenue St. John, IN 46373

APPLICANT

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

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

BENEFICIARY:

SUBDIVISION/DEVELOPMENT AT ISSUE:

Town Council Town of Cedar Lake 7408 Constitution Avenue Cedar Lake, IN 46303 Oak Brook, Phase 1 129th Avenue, Cedar Lake, IN 46303

Telephone: 219-374-7400

Irrevocable Letter of Credit Number:

Total Amount: \$447,420.52 (maximum aggregate amount)

CL7622LC

Issuance Date: September 12, 2022

Expiration Date: April 8, 2024

Ladies and Gentlemen:

Issuance. The Issuer hereby establishes, at the request of Applicant and for the account of the Applicant, in favor of the Beneficiary, this Irrevocable Standby Letter of Credit in the Total Amount of:

\$447,420.52

<u>Undertaking.</u> Issuer undertakes to honor Beneficiary's demand for payment of an amount available under this Irrevocable Standby Letter of Credit, upon Beneficiary's presentation of a demand for payment in the form of the attached "Sight Draft for Irrevocable Standby Letter of Credit Regarding Oak Brook Phase 1" marked as EXHIBIT A (*hereinafter*, "Sight Draft"), together with the original of this Irrevocable Standby Letter of Credit, at Issuer's address stated above, on or before the close of business on the expiration date.

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

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

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

<u>**Presentation.**</u> Beneficiary may present Sight Drafts for honor to Issuer at Issuer's abovestated address by:

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

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

Agreed Reduction of Total Amount. Issuer will permanently reduce the Total Amount of this Irrevocable Standby Letter of Credit upon Beneficiary's presentation, from time to time, of an agreed **"Letter of Credit Reduction Approval for Oak Brook Phase 1"** in the form attached as **EXHIBIT B**. Beneficiary shall present any such agreed "Letter of Credit Reduction Approvals for Oak Brook Phase 1", to Issuer at Issuer's address stated above and Issuer shall make reductions as specified in the particular Letter of Credit Reduction Approvals as presented.

Choice of Law. This Irrevocable Standby Letter of Credit is governed by the laws of the State of Indiana and is issued subject to the International Standby Practices 1998 (ISP98), International Chamber of Commerce Publication No. 590. Any amendments to the terms of this credit must be in writing over authorized signature of an officer of Peoples Bank.

Sincerely,

PEOPLES BANK

By: Paul Rodriguez, VP Business Banker

CERTIFICATION

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

SIGNED AND DATED THIS $\underline{\mathscr{S}}^{\mu}$ DAY OF SEPTEMBER, 2022

Sincerely,

ISSUER: PEOPLES BANK BY: (Signature)

Paul Rodriguez, VP Business Banker

EXHIBIT A SIGHT DRAFT FOR IRREVOCABLE STANDBY LETTER OF CREDIT REGARDING OAK BROOK PHASE 1

RE: IRREVOCABLE STANDBY LETTER OF CREDIT No.: CL7622LC

APPLICANT:	Cedar Lake Residential LLC 8900 Wicker Avenue St. John, IN 46373	
ISSUER:	Peoples Bank 9204 Columbia Avenue Munster, Indiana 46321 Attention: Commercial Loan Department Telephone : 219-853-7500 Email: prodriguez@ibankpeoples.con	
BENEFICIARY:	Town Council Town of Cedar Lake 7408 Constitution Avenue Cedar Lake, IN 46303	

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

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

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

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

TOWN OF CEDAR LAKE

DATE:

By:	
Name:	
Title:	

EXHIBIT B LETTER OF CREDIT REDUCTION APPROVAL FOR OAK BROOK PHASE 1

DATE:	
Number: Date of Issuance: Current Total Amoun Current Expiration D ILOC REDUCTION Total Amount of th	Date: April 8, 2024
APPLICANT:	Cedar Lake Residential LLC 8900 Wicker Avenue St. John, IN 46373
ISSUER:	Peoples Bank 9204 Columbia Avenue Munster, Indiana 46321 Attention: Commercial Loan Department
BENEFICIARY:	Town Council Town of Cedar Lake 7408 Constitution Avenue Cedar Lake, IN 46303
TOWN ENGINEER:	

The undersigned hereby approve of and incorporate by reference the calculations stated in the attached "Worksheet for Reduction of Total Amount of the ILOC for ______ Oak Brook Phase 1. Issuer is hereby authorized to reduce the Current Total Amount of the above-referenced ILOC as indicated by the attached Worksheet.

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

·	Town of Cedar Lake	[NAME OF TOWN ENGINEER]
By:		By:
Name:		Name:
Title:		Title:
	Cedar Lake Resident	tial LLC

By:	
Name:	
Title:	

EXHIBIT B (Continued)

WORKSHEET FOR REVISED AMOUNT OF IRREVOCABLE STANDBY LETTER OF CREDIT FOR OAK BROOK PHASE 1 SUBDIVISION

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

ILOC Reduction Request #:

Original ILOC Amount: §_____

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

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

Item of Improvement	Original Cost Estimate	Previous ILOC Reductions	Amount of New ILOC Requested Reduction	ILOC Amount after New Requested Reduction
0				
Subtotal				
Orationaria				
Contingencies (10%)				
Total Letter of Credit				

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

Irrevocable Letter of Credit No. CL7622LC

Subdivision/Entity: Cedar Lake residential LLC for Oak Brook Subdivision Phase 1

ALL OF WHICH IS APPROVED THIS <u>20TH</u> DAY OF <u>SEPTEMBER</u>, 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, Clerk-Treasurer

Pavement Solutions, Inc.

September 14, 2022

Cedar Lake, IN

RE: 2022 Crack Sealing

Mr. Oliphant,

We are pleased to submit this quote for approximately 14,300 square yards of Hot Modified Asphalt, Fiberized Crack Seal, as per attached specifications. Our price includes all labor, materials, equipment and traffic control to complete the project.

Streets to be Crack Sealed:

Parrish Avenue 125th ave. to 133rd ave. 14,300sys

*Our price is \$0.80 per square yard

14,300sys @ \$0.80/sy = <mark>\$11,440.00</mark> (Eleven thousand four hundred forty and 00/100 dollars)

Please sign and date your acceptance below. Return a copy to the address shown or you may fax to 765-444-8230. Via email to <u>brandon.burton@pavement-solutions.net</u>

We want to thank you for the opportunity to submit this quote and we look forward to working with you during the upcoming season.

Brandon Burton

Brandon Burton

	September	14,2022	
Date			

Authorized Signature

Date

1308 Locust St. – Middletown, Indiana 47356 – Phone: 765-444-8215

Specifications for Fiberized Asphalt (PG64-22) Crack Sealant

I. Crack sealant must be a mixture of Asphalt Cement (PG64-22 or 76-22) and polypropylene fibers. The composition of the crack sealant mixture shall be based upon a minimum by weight of 100% asphalt cement, 7%+/- .5% fibers by weight of the Asphalt Cement.

Fiber shall meet the following requirements:

Denier:	15+/-3	ASTM D-1577
Length:	10+/-2mm	
Tensile Strength:	40,000psi, min.	ASTM D-2256-80

Crack Seal Membrane shall meet the following requirements:

Thickness	0.065" minimum
Width	3" – 5" inches
Strength & Break	 @ 72*F 800 PSI minimum @ 0*F 800 PSI minimum
Elongation	@ 72*F 50% minimum
Break	@ 9*F 25% minimum

- II. Crack sealant material is to be applied at a minimum temperature of 265*F and a maximum of 315*F. The Asphalt and fibers shall be field blended in an oil-jacketed, double wall kettle with a full sweep agitator driven by a variable speed, reversible motor. (*Pre-packaged material is not acceptable.)
- III. The sealant shall be placed on all cracks 1/8" and larger, or as directed by the City/County inspector. All cracks shall be free of vegetation, dry, and cleaned with oil free compressed air prior to sealant application. The air compressor shall be capable of furnishing a minimum of 100psi at the nozzle. Traffic shall not be allowed on the sealant until it has cured and the possibility of tracking of material does not exist.
- IV. The contractor is responsible for all materials, labor, equipment, and traffic control. The quantities will be for the actual number of square yards or pounds of crack sealant meeting the above specifications, completed and accepted.
- V. Payment for this work will be made at the contract unit price per square yard or pound completed and accepted. Final payment will not be made until all load tickets and inventories, or agreed square yard measurements, have been collected and approved by the City/County representative.

ITEM	UNIT	DESCRIPTION	PRICE
Crack seal w/fibers	square yards	Crack seal, hot Applied per plan	\$
Crack seal w/fibers	pounds	Crack seal, hot Applied per plan	\$



September 2, 2022

Randy Niemeyer, President Cedar Lake Town Council PO Box 707 Cedar Lake, Indiana 46303

Dear Mr Niemeyer:

Once again, as in previous elections, we need your assistance. We would like to request the use of the Cedar Lake Town Hall to house our mechanics on ELECTION DAY, TUESDAY, NOVEMBER 8, 2022 from 5:00 a.m. to 6:00 p.m.

Please verify the telephone number at the <u>Cedar Lake Town Hall</u> where we can contact our mechanics:

374-7000 (Extension 123)

Our mechanics will also need the entry code and name of officer on duty.

Please contact Genny Gasparovic (755-3818) to confirm the information listed above. Thank you for your cooperation.

Respectfully,

Michelle Fajman Director

LeAnn J. Angerman

Assistant Director

Cc: Jennifer N. Sandberg

MF/gg



Town of Cedar Lake

September 20, 2022

Re: Cline Ave paving

Attn: Tim Kubiak

Tim,

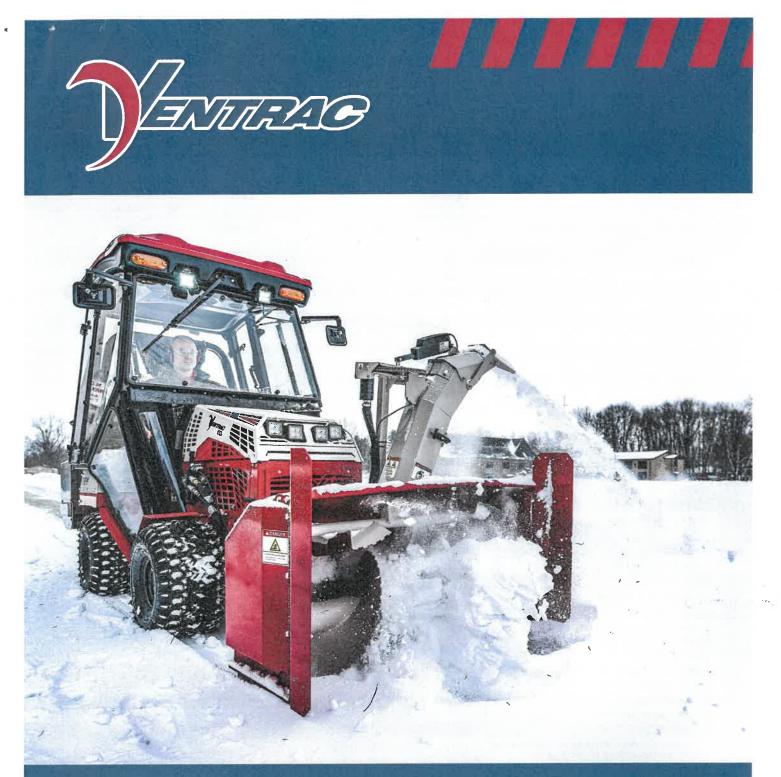
Milestone is proposing to mill and pave 1.5 to 2" of surface from Vermillion to the South edge of 128th.

Approximate length is 600 LF

Milestone price to mill and pave would be \$13,000.00

Sincerely

Dave Misirly Milestone Contractors



Prepared For:

TIM KING TOWN OF CEDAR LAKE 8550 LAKESHORE DR. CEDAR LAKE, IN 46303

Sold & Serviced by:

Burris Equipment Co - Joliet NICK KRITSELIS 2001 Cherry Hill Rd Joliet, IL 60433 Phone: 847-417-1998

4520 TRACTOR

Model Comparison	4520K VANGUARD Big Block	4520P KAWASAKI DFI	4520Y KUBOTA Diesel	4520Z KUBOTA
Stock Codes	39.51130	39.51207	39.51209	39.51208
Accessory Kit: Front fenders, foot pegs, 4 rear weights, weight transfer	Optional	Standard	Standard	Standard
Engines				
Engine	Vanguard M54	Kawasaki FD851D DFI	Kubota D902	Kubota WG972-GL
Max Operating Speed	3600 rpm	3600 rpm	3600 rpm	3600 rpm
Horsepower	31	31	25	32.5
Peak Torque	47 ft lb	47 ft lb	42 ft lb	51 ft lb
Displacement	896cc	824cc	898cc	962cc
Cylinders	2	2	3	3
Engine Oil		Ventrac F	ull Synthetic 10W30	
Cooling	Air	Liquid	Liquid	Liquid
Fuel Type	Gasoline	Gasoline	Diesel	Gasoline
Fuel Capacity	6 gal	6 gal	6 gal	6 gal
Fuel Economy^^	1.6 gal/hr	1.2 gal/hr	1.1 gal/hr	1.5 gal/hr (gas)
Slope Rating (continuous/intermittent)	25°/30°	30°/30°	20°/30°	20°/30°
Alternator	50 Amp	30 Amp	60 Amp	60 Amp
Dimensions				
Weight with standard hitch	*1385 lb (628 kg)	1620 lb (735 kg)	1705 lb (773 kg)	1690 lb (767 kg)
Weight with accessories kit	1610 lb (730 kg)	N/A	N/A	N/A
Weight with 3-point hitch	1690 lb (767 kg) w/ accr kit	1700 lb (771 kg)	1785 lb (810 kg)	1770 lb (803 kg)
Length with standard hitch (ROPS up)		81.5	inches (207 cm)	
Length with 3-point hitch		92 i	nches (234 cm)	
Width	48.5 inches (123 cm)			
Width with wheel extensions		54.5 i	nches (138.5 cm)	
Width with duals	73 inches (185.5 cm)			
Wheelbase (front axle to rear axle)	45 inches (114 cm)			
Height (ROPS up)		(1.7. II	nches (173 cm)	
Height (ROPS down)		54 i	nches (137 cm)	
Turning Radius (single tires, standard position)		39	inches (99 cm)	
Turning Radius (position 2)		54 i	nches (137 cm)	
Turning Radius (position 3)		68 i	nches (173 cm)	
Oscillation amount (@ wheel)	7.5 inches (19 cm)			
Ground Clearance	5 inches (13 cm)			
A Fuel Economy tested with HM602 mower for comparison purpose Application conditions & attachment will affect fuel economy.	es,			

4520 TRACTOR (cont.)

Electrical

Battery Voltage Battery Disconnect Fuses

Drivetrain

Hydraulic Pump Pump Drive Hydraulic Motors Transaxles Axles

Hydraulic Oil Cooler

Hydraulic Oil Filter (Suction) Hydraulic Oil Filter (Pressurized)

Hitch and PTO

Front Hitch Electric PTO clutch with Brake Rear Hitch 3-Point Hitch

Tires

Standard (All Terrain) Optional Turf

Travel Speed (F/R)

Low Range High Range 12 volts Standard, with 150A System Circuit Breaker Sealed, Mini Fuse and J-Case styles

475 CCA (Group 51R)

Danfoss DDC-20 Direct Drive (Double U-Joint Drive-shaft) MPIM Peerless 2600 series Peerless 40mm (forged) with integrated forged hub Aluminum w/ Thermostatically controlled Electric Fan 25 micron 10 micron

Ventrac Mount System Ogura GT3.5 (250 ft lb) 2 inches Receiver Optional Category 1 3-Point Hitch

> 22x12-8 22x11-10

22x11-1

5 mph forward / 4 mph reverse 10 mph forward / 8 mph reverse

Instruments, Gauges, and Alarm

Gauges

Indicator Lights ^ Activates Audible Alarm

Switches

Lights

Head Lights Tail Lights Tachometer, Speedometer, Hour Meter, Engine Temperature (liquid cooled engines only), Fuel Level, Volt Meter Parking Brake, Engine High-Temp^, Hydraulic Oll High Temp^, Low Voltage^,Low Oil Pressure^ Key, PTO, and Lights

(4) LED 1000 Lumen

(2) Red LED Lights

Controls

Forward Reverse	S.D.L.A. (Speed, Direction, Lift, and Auxiliary) Handle; Optional Foot Pedal
Attachment Lift	S.D.L.A. (Primary Handle)
Auxiliary Hydraulics	S.D.L.A (Secondary Handle)
Throttle	Dash Mounted
Front Hitch Lock	Column Mounted (Accessible from Seat)
PTO Belt Tensioner	Front Mounted, Automatic Tension Con- trolled
Weight Transfer	5 position
High/Low Range	Single Lever, Column Mounted
3 Pt Controls (Optional)	Lift + 2 sets of Auxiliaries
Steering	Power Steering
Other Features	
Tool Box	Optional
Cup Holder	Standard
Seat	Deluxe High Back Seat (arm rests and suspension seat optional)
ROPS	
Folding ROPS	Standard

Standard

All specifications subject to change without notice or obligation

Heavy Duty Off-Road Seat Belt

Max Slope Rating (in any direction)

	Single Tires	Wheel Extensions	Dual Wheels
4520* w/Front Attachment (unless specified otherwise below)	20°	25°	30°
4520 w/Cab	10°	10°	Not Recommended
4520 w/Spreader	10°	10°	Not Recommended
4520 w/RV602	10°	10°	15°
4520 w/KH500	5°	Not Recommended	Not Recommended
4520 w/MA900	10°	10°	18°

*Attachments, accessories, and tire configuration may reduce the 4520 power unit's maximum angle of operation. Refer to applicable operator manuals for maximum angle of operation of equipment.

> 20° 36% GRADE Standard





ENGINE RATINGS

Model #	4520K	4520P	4520Y	4520Z
Engine	B&S Vanguard Model 54	Kawasaki FD851D	Kubota D902	Kubota WG972-GL
Fuel	Gas	Gas (DFI)	Diesel	Gas
Max Slope Intermittent Use***	30° (58%)^	30° (58%)	30° (58%)^	30° (58%)^
Max Slope Continuous Use***	25° (47%)	30° (58%)	20° (36%)	20° (36%)

*** For slope operation over 20°, Wheel Extensions are required for up to 25° or Dual Wheels are required for up to 30°





Digital Slope Gauge Recommended for operation on slopes.



Intermittent Use Defined

^ The engine may operate between 20° and 30° for up to 10 minutes. If 10 minutes is reached, the engine must be returned to 20° or less to assure proper oil lubrication. After returning to 20° or less, the intermittent cycle can be repeated. The 4520P Kawasaki DFI engine is rated for 30° continuous operation and does not have this requirement.

All specifications subject to change without notice or obligation





CAB

Model	KW452
Stock Code	70.2014
Windshield Wiper	Standard
Mounts On	Standard Roll Bar
Easy Access Panel to Switches	Standard
Front & Rear Work lights	Standard
Maximum Slope with Cab	10° (18%)
Dimensions	
Overall Height	74 in. (188 cm)
Overall Length	59 in. (150 cm)
Overall Width	50 in. (127 cm)
Weight	385 lbs. (174 kg)
Height (installed on power unit)	81 in. (206 cm)
Height with Strobe Beacon (installed on power unit)	86 in. (219 cm)
Length (installed on power unit w/standard hitch)	92 in. (234 cm)
Turning Radius (cab installed on power unit)	68 in. (173 cm)
Optional Accessories	
Mirror Kit	70.2006-4
Defrost Fan Kit	70.2006-6
Strobe Light Kit	70.8161
Hazard Lights Kit	70.8162
Windshield Washer Kit	70.8148
Heater Kit for Kubota tractors (4500Y)	70.2014-51
Heater Kit for Kawasaki tractors (4500P)	70.8137
Heater Kit for Kubota tractors (4500Z)	70.2014-53
Lift Sling	47.0381

All specifications subject to change without notice or obligation

TRACTOR COMPATIBILITY KEY:



The KW452 Cab is designed to shelter the operator from extreme weather conditions while providing exceptional visibility and comfort.

NOTE:

- A. The KW452 weather cab cannot be used with the Ventrac KH500 Versa-Loader or RV602 Collection Vacuum.
- B. Do not operate on slopes over 10° when cab is installed.

STANDARD FEATURES

- •Dual Port USB Outlet for Device Charging
- •Easy Access to Cab Switches & Fuse Panel
- •All standard & available cab lights are LED for low current draw & high light output
- •More interior room for better operator comfort
- Exceptional Visibility
- •Tempered Glass
- •Window in Lower Rear Panel
- •Windows in Front Pleated Canvas Panels
- •Removable Door & Side Windows
- Emergency Exit
- Contoured Roof to channel water off the corners, reducing water runoff into salt spreader etc
- •Rubber isolated cab mounts for
- less noise & vibration transmission
- •Front & Rear LED Work Lights
- •4-Point Seatbelt & Cushioned Headrest
- Intermittent Wiper Function



NARROW BROOM

Model	KJ520
Stock Code	39.55401
Rotation Direction	Forward/Reverse (with optional actuator)
"Cornerless" Frame	Both Sides
Gauge Wheels/Diameter	2 adjustable/ 9 inches (23 cm)
Nylon Wafer Diameter	24 (61 cm)
Broom RPM @ Engine RPM	277 rpm @ 3500 Engine RPM
	*Requires Optional Electrical Actuator

Optional Accessories

Electric Actuator**
12V Switch/Plug Kit 4500 Tractor

70.8211 70.4104 ** Requires 12V Switch/Plug Kit

Dimensions

Length	58 inches (147 cm)
Width	61 inches (155 cm)
Working Width	52 inches
Angled Width	48 inches
Broom Diameter	24 inches (Wafers)
Height	32.5 inches (82.5 cm)
Weight	500 lbs (227 kg)
All specifications subject to change without notice or obligation	





TRACTOR COMPATIBILITY KEY:





The KJ520 Power Broom is optimized to handle a wide variety of snow on sidewalks. With a higher tip speed and increased hydraulic capacity, this broom can clear snow where other brooms struggle.

This broom can be hydraulically angled 30° left and right and lifted up or down all with the S.D.L.A. Control.

An optional electric actuator allows the operator to adjust the speed and direction of the broom rotation, maximizing effectiveness and allowing the operator to reverse broom rotation, all from the seat of the tractor.

STANDARD FEATURES

- •52" working width
- •48" Angled working width
- ·Center pivot with 30 degree angle left and right
- •24" Broom diameter
- •45% more hydraulic power than HB580
- •Faster broom tip speed than HB580
- •Dual jack stands for easier connection
- •Top-mounted hydraulic motor for tighter working areas
- Easily replaceable wafer bristles





SNOW BLOWER

Model	KX523	KX480
Stock Code	39.55427	39.55428
Auger	Double spiral serrated	
Two Stage	Star	idard
Paddles		4
Chute	Rotates 22	20 degrees
Throwing Distance ¹	Approx 35-40 feet (10.6-12.2 meters)	
Optional Accessories:		
Chute Actuator	70.8	3025
12 Volt Switch/Plug (required for actuator)	70.4	4039
Deep Snow Auger Kit	70.8	3072
Dimensions:		

49 inches (124.5 cm)

52 inches (132 cm)

56.5 inches (144 cm)

517 pounds (235 kg)

625 pounds (283.5 kg)

49 inches (124.5 cm)

48 inches (122 cm)

56.5 inches (144 cm)

490 pounds (222 kg)

625 pounds (283.5 kg)







3/8 inch thick abrasive resistant steel adjustable side skid shoes

One piece, shaft mounted adjustable cast iron skid shoe discs

Ventrac Snow Blowers are built for commercial snow clearing operations of sidewalks, driveways, and other areas. Available in width options of 48" and 52", these two stage snow blowers feature a 16" diameter solid auger for best snow transfer, a large 20" diameter fan, and the ability to launch snow at distances up to 40 feet.

Standard features include adjustable cast iron skid shoe discs at the rear, high carbon hardened steel shoes at the side, and a reversible high carbon hardened steel cutting edge.

The hydraulically activated discharge chute can rotate 220 degrees, all from the convenience of the operator's seat, using Ventrac's exclusive S.D.L.A. control system. Chute deflection is manually adjustable and an electric chute deflection controller is optional.



 Double hinged chute deflector with optional electric actuator

¹ Dependent on wind and snow conditions All specifications subject to change without notice or obligation

STANDARD FEATURES

Standard hydraulic controlled

Double spiral serrated auger

Length

Width Height

Weight Shipping Weight

2-Stage System

- •220 degree rotation discharge chute
- •Extra heavy-duty shaft and bearings
- •Chute guard quick release rubber latches
- •Chute liners to reduce snow leakage
- •Front crossbar protection bumper
- •Cleanup stick for dislodging clogged snow
- Ventrac Mount System

Optional Accessories

12 Volt Chute Actuator (requires 12 Volt Switch/Plug Kit)
Deep Snow Auger Kit



Accessories ES220 Spreader







SPECIFICATIONS

Stock Code	39.55500
Material Bin Construction	Polymer
Spreader RPMs	80-750 RPMs
Motor Current	20 amps
Material Spread	6 feet (1.6 meters)
Mounting Options	
Rear Mount, 4500 Tractor 12 Volt Power Rear Outlet	70.4105
Front Mount, 4500 Tractor 12 Volt Front Switch & Plug 2-N-1 Receiver Tube	70.4104 70.2001
Front Mount, 3400 Tractor 12 Volt Front Switch & Plug 2-N-1 Receiver Tube	70.3036 70.2001
Dimensions	
Length	38.5 inches (98 cm)
Width	34 inches (86 cm)
Height	44 inches (112 cm)
Weight	90 lbs (41 kg)
All specifications subject to change without notice or obligation	n

The versatile Ventrac Spreader ES220 is designed and built to spread Seed, Fertilizer and Penn Mulch. The spreader is capable of being rear or front mounted. An electronic control box comes standard and features an electronic speed control and On/Off switch

The mounting hitch is a standard 2 inch receiver which means this spreader not only will work on Ventrac tractors but also can be fitted to any vehicle with a 2 inch receiving hitch.

STANDARD FEATURES

- 220 Pound (100 kg) Capacity
- Spreads a Variety of Material: Seed, Fertilizer and Penn Mulch
- Mounts Rear or Front
- 2 inch receiver hitch
- Hopper Cover
- Electronic Control Box (Speed Control – On/Off Switch)
- Remote Gate & Diffuser Control
- Spread 6 feet (1.6 meters)

Requires 12 Volt Kit (See Mounting Options)

Note: The ES220 is not intended for salt or de-icing materials. For de-icing materials, use the Ventrac SA250 drop spreader

TRACTOR COMPATIBILITY KEY:





Fax: 330.683.0000 www.ventrac.com info@ventrac.com



Turf Equipment Specialist

VENTRAC COMMERCIAL PRO SNOW EQUIPMENT

Waukegan:

2216 N. Greenbay Road Waukegan, IL 60087 (847) 336-1205 (847) 336-2697 - Fax

Date: 9/8/2022		Lakemoor:
Rev: 9/12/2022		27939 W. Concrete Drive
Invoice To:		Ingleside, IL 60041
Ship To:	Town of Cedar Lake	(815) 363-4100
	8550 Lakeshore Dr.	(815) 363-4109 - Fax
	Cedar Lake In. 46303	
Attn:	Tim King	Joliet:
Ph #	219-374-7478	2001 Cherry Hill Road
Cell #	219-306-1449	Joliet, IL 60433
Email	tim.king@cedarlakein.org	(815) 464-6650
		(815) 464-6951 - Fax

We are pleased to submit this quote for your consideration:

Qty	Code	Description	List Price	Sale Price
1	39.51215	4520Z Tractor, Kubota 32hp Gas 3LC Liquid-Cooled Engine	29,915.00	26,325.00
1	53.0202	22 x 11-10 All Terrain Tires		INCLUDED
1	70.4161	Front 12V Switch & Plug Kit		330.00
1	70.2014	KW452 All Weather Cab, includes Work Lights	8,215.00	7,229.00
1	70.8161	LED Strobe Beacon Kit	375.00	330.00
1	70.2006-4	Exterior Mirrors		132.00
1	70.2006-6	Directional Defrost Fan	265.00	233.00
1	70.2014-51	Heater Install Kit, 4500Y/Z & 4520Y/Z		308.00
1	39.55401	KJ520 52" Broom	5,975.00	5,258.00
1	70.8211	12 Volt Actuator Kit, KJ	-,	348.00
1	39.55427	KX523 Snow Blower	5,825.00	5,126.00
1	70.8025	12 Volt Actuator Kit		272.80
1	70.8162	LED Hazard Flashers Kit	495.00	436.00
1	70.8148	Windshield Washer Kit		216.00
1	70.2013	SA250 Drop Spreader, Salt	6,095.00	5,364.00
1	70.4105	Rear 12V Power Outlet Kit	175.00	154.00
1	70.8140	Spreader Mounting Kit	405.00	356.00
1	70.8149	Extension Hopper Kit	325.00	286.00
		Factory Freight & Prep		3,993.00
		Sub-Total:		56,696.80
		Sales Tax:		EXEMPT
		Grand Total:		\$56,696.80

Notes

Quote Good Thru:				Nick Kritse nick.kritselis@burrise CELL # (84	equipment.com
Order Accepted:	🗆 Maile 🗆 Faxed	Delivered	🗆 Email	Burris Equi	pment Co.
Customer Signature	Date	Service	Rentals	Sales Representatives Signature Parts	Date

Change Order No. 1

Date of Issu	ance: September 12, 2022	Effective Date:	
Owner:	Town of Cedar Lake	Owner's Contract No.:	N/A
Contractor:	Milestone Contractors North, Inc.	Contractor's Project No.:	N/A
Engineer:	Christopher B. Burke Engineering, LLC	Engineer's Project No.:	19.R220142.00001
Project:	Vermillion/Hilltop Improvements Project	Contract Name:	N/A

The Contract is modified as follows upon execution of this Change Order:

Description: Further field evaluations determined the existing guardrail sections on Vermillion to be damaged and not compliant with current safety standards. Therefore, the current pay item of Remove and Replace has been revised to installation of new guardrail with corresponding pay items.

Attachments: CO1 Table with summary of adjusted items.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
	[note changes in Milestones if applicable]
Original Contract Price:	Original Contract Times:
	Substantial Completion: <u>N/A</u>
\$ <u>1,154,083.83</u>	Ready for Final Payment: <u>N/A</u>
	days or dates
[Increase] [Decrease] from previously approved Change	[Increase] [Decrease] from previously approved Change
Orders No to No:	Orders No to No:
	Substantial Completion: <u>N/A</u>
\$ No Previous Change Orders	Ready for Final Payment: <u>N/A</u>
	days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial Completion: <u>N/A</u>
\$ No Previous Change Orders	Ready for Final Payment: <u>N/A</u>
	days or dates
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
	Substantial Completion: <u>N/A</u>
\$_15,064.90	Ready for Final Payment: <u>N/A</u>
	days or dates
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial Completion: N/A
\$_1,169,148.73	Ready for Final Payment: <u>N/A</u>
	days or dates
RECOMMENDED: ACCE	EPTED: ACCEPTED:
By: By:	By: Line Bule
Engineer (if required)	the vised Cignoture) Contractor (Autherized Cignoture)

	Engineer (if required)		Owner (Authorized Signature)	-	Contractor (Authorized Signature)
Title:	Town Engineer	Title		Title	Project Manager
Date:	09/12/2022	Date		Date	9-14-22
Approv applica	ed by Funding Agency (if ble)				
By:	N/A		Date:		

Title: N/A

Town of Cedar Lake, Indiana Vermillion/Hilltop Improvement Project

(CBBEL Project No. 19.R220142.00001)

Change Order No. 1

Summary of Adjusted Items

Contractor: Milestone Contractors North, Inc.

Date: September 12, 2022

Item				Original	Authorization	Revised	Authorization		Revised
No.	Item Description	Unit	Unit Price	Plan Quantity	Quantity	Plan Quantity	Amount	Contra	act Amount
11	GURADRAIL, REMOVE AND RESET	FT	\$ 68.00	235.00	-235.00	0.00	\$ (15,980.00)	\$	-
11A	GURADRAIL, REMOVE	FT	\$ 21.10	0.00	363.00	363.00	\$ 7,659.30	\$	7,659.30
11B	GUARDRAIL, END TREATMENT, I	FT	\$ 3,307.50	0.00	2.00	2.00	\$ 6,615.00	\$	6,615.00
11C	GUARDRAIL, W-BEAM, 6 FT 3 IN SPACING	FT	\$ 46.20	0.00	363.00	363.00	\$ 16,770.60	\$	16,770.60
						TOTAL:	\$ 15,064.90		

Awarded Contract Value:	\$	1,154,083.83
Dura da la Chara da Oudana Maluar	÷	

+ Previous Change Orders Value: _______

= Contract Value Prior to this Change Order: \$ 1,154,083.83 + Change Order 1 Value: \$ 15,064.90

= Current Contract Value: \$ 1,169,148.73



 Milestone Contractors North, Inc.

 1700 E. Main St.

 Griffith, IN 46319

 Phone:
 (219) 924-5900

 Fax
 (219) 924-8768

CHANGE ORDER

Date: August 9th, 2022

To:	Thomas Gordon	Ĺ

Attn: Thomas Gordon

Area: See Below

Project:Vermillion/ Hilltop Cedar LakeProject #.22-8712PM:Dave Beale

<u>Change Order –</u>

- Eliminate Item 11- Guard Rail = -\$15,980.00
- Add
 - o Guard Rail Remove:
 - 11A 363 LFT @ \$21.10 per foot = \$7,659.30
 - o Guard Rail End Treatment, I
 - $11B 2.00 \operatorname{each} @ \$3,307.50 \operatorname{per} \operatorname{each} = \$6,615.00$
 - Guard Rail, W- Beam 6 FT 3 IN Spacing
 - 11C 363 LFT @ 46.2 per foot = \$16,770.60

Total New Items: \$31,044.90 Deduct: \$15,980.00

Ξ

Terms and conditions include those on reverse side and/or continuation sheet(s) **SUBMITTED** as of the Date stated above on behalf of Milestone Contractors North, Inc.

By: Dave Beale

Title: Project Manager

CUSTOMER ACCEPTANCE: This Proposal including description(s) of Work and all other terms and conditions herein stated, are hereby accepted and authorization is hereby given to commence the Work accordingly.

Signature

Date

General Terms and Conditions

These terms shall supersede any different terms stated in any other documents that have been or may hereafter be issued or executed for the above Project or Work. Customer's acceptance of this Proposal may occur by signature below, or by any act or expression manifesting Customer's intention to proceed hereunder, including but not limited to Customer's approval, directive or authorization for us to commence Work. We shall not be bound by any additional or different terms stated by Customer in any prior or future expression concerning the Project, or by any modifications or additions to terms stated herein, unless separately agreed to by us in writing.

- 1. Customer shall (a) not cause, create or allow others to cause or create any conflict, delay or hindrance in our performance of Work; (b) provide and expedite responses to submittals and inquiries, and provide sufficient and timely information, permits and approvals; (c) assure access to and make all provisions for our entry upon lands, including easements and rights of way; (d) assure and guarantee that products of our Work remain free of damage, deterioration or other adverse or detrimental conditions due to deficiencies or inadequacies in design, inspections or other work undertaken by or for Customer or others; (e) take such other action and manage the Project in other respects to enable us to perform Work in an uninterrupted, expedited and single-shift operation; and (f) indemnify us and hold us harmless as to any losses, costs and damages arising from third party claims and caused in whole or part by the Customer or others for whose acts Customer is responsible.
- 2. We shall not be held responsible for or otherwise become obligated with respect to any of the following:
 - a) Conforming to any original or updated scheduling that is has not been expressly approved by us beforehand in writing;
 - b) Delays, hindrances or other adverse and unavoidable conditions and circumstances (including adverse weather) not exclusively caused by us and within our control, or which render our performance impossible, impracticable or unduly burdensome or costly;
 - c) Damages to or conflicts with utilities or other physical structures or conditions (or the removal or relocation thereof), the existence or location of which were omitted or misstated by plans, surveys, reports, markings or other information relied upon by us in the course of planning or executing Work;
 - d) Providing any services, labor, materials or equipment that is not specifically included in the description of Work contained in this Proposal or duly signed change order or other written modification of these terms; provided, we may elect to perform additional or extra work or services pursuant to any request or directive from Customer without mutual written agreement specifying the basis for payment for same, and in such case we will be compensated based on our standard rates and charges in effect when such work or services are rendered, and we shall also be entitled to an appropriate scheduling extension if and as needed.
 - e) Errors, inconsistencies or deviations shown by or inherent in plans, drawings, surveys or other information furnished to us by Customer or others and relied upon by us in performance of the Work;
 - f) Utilizing means, methods, techniques or procedures which would result in added costs, delays, inefficiencies or other unplanned adverse impacts upon our Work;
 - g) Performing any Work in an area affected by asbestos, polychlorinated biphenyl (PCB) or other hazardous material or toxic condition or substance (as those terms are defined by law or common trade practices) which has not been rendered harmless;
 - h) Damage to or deterioration or diminished performance characteristics of our Work or other property resulting from any cause or condition beyond our exclusive and direct control, including, but not limited to those caused by (i) failures, discrepancies, deficiencies or other inadequacies in construction performed or undertaken by Customer or others, whether or not the existence of such failure or inadequacy was known or discoverable by us at or prior to the time our Work was undertaken by us, and (ii) deferral or postponement of any part of the Work due to weather or seasonal conditions, or for Customer's convenience.
- i) Any special, incidental, consequential or liquidated damages.
- 3. If we encounter any condition or circumstance in performing Work that differs materially from that described herein or indicated in applicable plans or specifications or other Project information that has been provided to us as of this date, or is not of the type generally encountered in performing the type and nature of Work described herein, then we shall be entitled to an equitable adjustment in price and/or allotted time for performance of the Work. If Work is delayed or accelerated for any reason beyond our control, compensation shall be equitably adjusted and time for performance shall be extended to account for such delay or acceleration.
- 4. Subject to conditions and limitations stated elsewhere in this Proposal, our Work will be of good quality in accordance with generally accepted trade standards and free from material defects not inherent in the quality specified or permitted to be performed or installed. Such warranty excludes any remedy for damage or defect caused by or resulting from abuse, modifications not executed by Subcontractor, errors or deficiencies inherent in the selection of products, methods or procedures specified or permitted by the Subcontract Documents, improper or insufficient maintenance, improper operations, or normal wear and tear under normal usage, or inadequacies caused or aggravated by deficient work or inspections performed by others. This warranty shall be in force for a limited period of one (1) year following the last day when significant construction activities for the affected Work were last performed by us, or one (1) year after substantial completion of the entire Work, whichever occurs first. This warranty shall be in lieu of any other express or implied warranty in respect of the Work. No claim arising from any actual or alleged defects or deficiencies in our Work shall be valid unless (i) we substantially neglect or refuse to address the circumstance(s) giving rise thereto within fourteen (14) days after receipt of written notice from Customer describing the defect or deficiency and requesting correction of same, and (ii) expiration of seven days (7) following our receipt of an additional written notice from Customer stating the claim or other action intended to be taken by Customer. Failure of Contractor or any other party to give such notices to us shall conclusively be deemed a release and waiver of any claim in respect of any actual or alleged defect, deficiency or other inadequacy in our Work.
- 5. Except as otherwise specifically provided herein, Customer shall make payments for Work based upon monthly invoices for Work rendered and within thirty (30) days following receipt of invoice. Failure to provide written notice objecting to any invoiced charges within ten (10) days following receipt of invoice shall be deemed an acceptance and approval of same. No retainage shall be withheld from any interim or final payment. Past due payments shall bear interest at the rate of two percent (2%) per month. Customer's obligation to make payment shall not be conditioned upon Customer's receipt of payment from any third party.
- 6. We may cease performing work and terminate further contractual obligations concerning our Work upon (i) any substantial failure of the Customer to perform in accordance with the terms hereof, and/or (ii) nonpayment of amounts remaining unpaid for 10 days or longer after such amounts first become due, and/or (iii) Customer's bankruptcy or actual or threatened insolvency. In such case, we shall be entitled to payment for all Work executed and for all loss and damages pertaining to Work remaining to be performed, including reasonable allowances for overhead and profit.
- 7. Any controversy or claim arising out of or related to this Proposal or rendering of Work shall, at our sole discretion, be settled by arbitration conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Such arbitration, if implemented, shall not impair any mechanics' lien or bond claim rights or similar remedies. We shall not be bound by any award, judgment or other form of decision or adjudication in connection with any claim or dispute in any proceeding in which we are not lawfully joined as a party.
- 8. In any action, claim or defense asserted by us to enforce any obligation of Customer hereunder, including but not limited to payment obligation(s), we shall be entitled to recover attorney fees and other expenses of arbitration or litigation.



Soil Stabilization - Concrete Breaking - Guardrail - Fencing Milling - Subsurface Video Inspection - Full Depth Reclamation www.specialtiescompany.com

9350 East 30th Street Indianapolis, IN 46229

Phone: (317) 594-0291 Fax: (317) 594-0271

24 Hour Contact Information Joe Hile: (317) 697-2774 joe.hile@specialtiescompany.com Brad Schneider: (317) 502-6246 brad.schneider@specialtiescompany.com

Quotation: Town of Cedar Lake CCMG, Lake County, IN

To: MILESTONE CONTRACTORS

Date: August 8, 2022

ltem	Quantity	Units	Тах	Unit Price	Total
11	-235.00	Lft	No	\$68.00	-\$15,980.00
11A	363.00	Lft	No	\$20.00	\$7,260.00
11B	2.00	Each	No	\$3,150.00	\$6,300.00
11C	363.00	Lft	No	\$44.00	\$15,972.00
				Base Total	-\$15,980.00
				Alt Total	\$29,532.00
	11 11 11A 11A 11B	11 -235.00 11A 363.00 11B 2.00	11 -235.00 Lft 11A 363.00 Lft 11B 2.00 Each	11 -235.00 Lft No 11A 363.00 Lft No 11B 2.00 Each No 11C 363.00 Lft No	11 -235.00 Lft No \$68.00 11 -235.00 Lft No \$20.00 11A 363.00 Lft No \$20.00 11B 2.00 Each No \$3,150.00 11C 363.00 Lft No \$44.00

Quotation prepared by: SPENCER STORIE Mobile: (317) 450-5407

This is a quotation on the goods named, subject to the conditions noted below:

- 1. Construction engineering, clearing, staking, grading or earthwork and/or aggregate, and seeding if required, is by others.
- 2. All traffic control is by others.
- 3. Item 11A: All removed guardrail and guardrail end treatments are property of Specialties Company, LLC. If required, removal of any buried end concrete anchors and back-filling of the holes is by others.
- 4. Item 11B, 11C: Unit prices include normal (direct driven) installation only.
- 5. Quotation includes two mobilizations. Additional mobilizations are \$3,000.00 each.
- 6. Identification and location of any utilities not located through Indiana Underground Plant Protection Services (Holey Moley) are the responsibility of the Prime Contractor.
- 7. Vac excavation and/or hand digging, if required, are not included.
- 8. The attached general conditions apply with this quotation.

Change Order No. 2

Date of Issu	ance: September 15, 2022	Effective Date:	
Owner:	Town of Cedar Lake	Owner's Contract No.:	N/A
Contractor:	Milestone Contractors North, Inc.	Contractor's Project No.:	N/A
Engineer:	Christopher B. Burke Engineering, LLC	Engineer's Project No.:	19.R220142.00001
Project:	Vermillion/Hilltop Improvements Project	Contract Name:	N/A

The Contract is modified as follows upon execution of this Change Order:

Description: This time extension change order represents additional time requested by the contractor due to a NIPSCO Gas utility relocation delay, material shortages, and labor shortages as described in Milestone's attached letter. After discussions with Town staff, CBBEL is recommending additional time be added to this contract a week earlier than Milestone's request after evaluating the remaining work left to be completed.

Attachments: Milestone time extension request letter and updated schedule.

	CHANGE IN CONTRACT P	RICE		CH	ANGE I	N CONTRACT TIMES			
				[note cho	inges ir	n Milestones if applicable]			
Origina	l Contract Price:			Original Contract Times:					
				Substantial Completion: September 2, 2022					
N/A				Ready for Final Payment: <u>September 30, 2022</u>					
				days or dates					
[Increas	se] [Decrease] from previously a	pprove	d Change	[Increase] [Decrease] from previously approved Change					
Orders No to No:			Orders No to	<u>No.</u>	<u>_</u> ÷				
				Substantial Comp	letion:	N/A			
N/A				Ready for Final Pa	ayment	: <u>N/A</u>			
						days			
Contrac	t Price prior to this Change Orde	:r:		Contract Times pi	rior to t	his Change Order:			
				Substantial Comp	letion:	September 2, 2022			
N/A				Ready for Final Pa	ayment	: <u>September 30, 2022</u>			
						days or dates			
[Increas	se] [Decrease] of this Change Or	der:		[Increase] [Decrea	ase] of	this Change Order:			
				Substantial Comp	letion:	October 7, 2022			
N/A				Ready for Final Payment: October 28, 2022					
						days or dates			
Contrac	ct Price incorporating this Chang	e Order	:	Contract Times w	ith all a	pproved Change Orders:			
				Substantial Comp	letion:	October 7, 2022			
N/A				Ready for Final Pa	ayment	: <u>October 28, 2022</u>			
						days or dates			
	RECOMMENDED:		ACCE	PTED:		ACCEPTED:			
By:	D) - Off	By:			By:	Love Dela			
	Engineer (if required)		Owner (Aut	horized Signature)	-	Contractor (Authorized Signature)			
Title:	Town Engineer	Title			Title	project manager			
Date:	09/15/2022	Date			Date	9-15-22			
A	ad by Eurodina Acaray (if				-				
	ed by Funding Agency (if								
applica	ble)								
By:	N/A			Date:					
Title:	N/A								



Date: Monday September 12th, 2022 Thomas Gordon Christopher B. Burke Engineering, LLC

Subject: Vermillion / Hilltop Roadway Substantial Completion- Extension Request

TJ,

I would like to request a Substantial Completion Time Extension for the Vermillion/ Hilltop Street Improvement Contract. The Notice to Proceed for this project was April 18th 2022. Nipsco had to relocate a gas line in the proposed HMA Pavement Reconstruction area. Nipsco work was completed July 5th. This resulted in a 52- working day delay from the Notice to Proceed Date to the date the work was completed.

A 52- working day delay created a new Substantial Completion date of September 16th, 2022.

Milestone will not be able to achieve that Substantial Completion Date of September 16th, 2022 and would like a new date to be considered. There are many contributing factors that led to a new proposed date. During the time of Nipsco relocation work, we started the Parrish Project. Gatlin Plumbing is our underground contractor for both projects and has a limited number of crews available. Considering the Nipsco work was completed in the middle of the construction season, Gatlin had limited resources available to start the Vermillion project after July 5th, 2022. The option we had was to either leave Parrish and start the Vermillion project or stay on Parrish until the underground work was completed. The decision was made to focus on the Parrish Project because it is a main throughway in the Town of Cedar Lake (including schools, grocery stores, etc.). With this decision to concentrate on Parrish Project (due to limited underground crews) other contributing factors of delay were:

- Cement Shortage with Smith and Ozinga
 - Resulting in no concrete deliveries on Saturdays
- Pipe Material
 - Pipe/ Structures being fabrications has significant delays
- Stone Quarries
 - o The 2 southern stone quarries have limited to no access on weekends
 - Thornton Quarry would not permit trucks entering their quarry due to a strike (strike has been resolved)



We have met internally and develop an aggressive schedule to complete the project. The new proposed Substantial Completion Date would be October 14th, 2022 (including normal non-working weather days). If weather permits, we will be able to complete this project earlier than October 14th, 2022.

In summary, the major contributing factor was the time (July 5th, 2022) that Nipsco completed their relocation. During that timeframe, Gatlin completed the Highland Project and started on the Parrish Project and (due to limited resources) could not construct Parrish and Vermillion project at the same time. The focus became to complete the Parrish project, that was already experiencing delays, and to reduce the road closure time to the residents and travelling public.

Thank you for considering this time request.

Thank You,

Dave Beale Project Manager Milestone Cc: 22-8713

Work for week of: 9/12/2022

	Milestone
--	-----------

Mil	esta	ne	vermillion 22-8713 * = HARD DATE IN RED											
	CSI		# OF DAYS & ORDER OF OPERATION (A,B,C,D,E,F,etc.)											
JOB DESCRIPTION	JOB #	START DATE	MILLING GRAD-ALL - PREP GRAD-ALL - TOPSOIL, OTHERS EXCAVATION AGG. BASE FINE GRADING CONCRETE PAVING TONS TYPE									PLANT	MISCELLANEOUS	
TWO WEEKS OUT														
Vermillion/Hilltop	22-8713	Monday, September 12, 2022				1- (need extra Lab for geogrid	1- (need extra Lab for geogrid							
	22-8713					1- (need extra Lab	1- (need extra Lab							
Vermillion/Hilltop	22-8713	Tuesday, September 13, 2022				for geogrid								
Vermillion/Hilltop	22-8713	Wednesday, September 14, 2022				for geogrid								
Vermillion/Hilltop Vermillion/Hilltop	22-8713	Thursday, September 15, 2022 Friday, September 16, 2022		1- exc / stone drives		for geogrid								exc / stone drives
Vermillion/Hilltop	22-8713	Saturday, September 17, 2022		1- exc / stone drives		for geogrid	for geogrid							exc / stone unives
Verminon/Hintop		Saturday, September 17, 2022		1- exc / stolle drives										
ON THE RADAR														
Vermillion/Hilltop	22-8713	Monday, September 19, 2022		1- exc / stone drives					1- machine					
														Slip 18" high back -
	22-8713													Gatlin Set castings /
Vermillion/Hilltop		Tuesday, September 20, 2022		1- exc / stone drives					1- machine					pipe under drive on west side of Knight
Vermillion/Hilltop	22-8713	Wednesday, September 21, 2022		1- exc / stone drives					1- hand					hand pour gaps
														hand pour drives/
Vermillion/Hilltop	22-8713	Thursday, September 22, 2022		1- exc / stone drives				1- finegrade reconstruct area	1- hand	1		Type B Approach Mix		curb/ turnout -west o knight
Vermillion/Hilltop	22-8713	Friday, September 23, 2022		1- exc / stolle drives					1- папи	1		Type B Approach Mix		Kiight
Vermillion/Hilltop	22-8713	Saturday, September 24, 2022								1				
ON THE RADAR														
	22-8713											19.00 - intermediate at approaches- Pave		
Vermillion/Hilltop		Monday, September 26, 2022								1		Reconstruct Area- 19. 00 Binder 19.00 - intermediate at approaches/ PAVE		
Vermillion/Hilltop	22-8713	Tuesday, September 27, 2022								1		HIGHLAND NEIGHBORHOOD		
Vermillion/Hilltop	22-8713	Wednesday, September 28, 2022	1						1- concrete drives -					
Vermillion/Hilltop	22-8713	Thursday, September 29, 2022	1						vermillion - hilltop					
Vermillion/Hilltop	22-8713	Friday, September 30, 2022	1	1										
Vermillion/Hilltop	22-8713	Saturday, October 1, 2022		1										
	22-8713													
Vermillion/Hilltop	22-8713	Monday, October 3, 2022								1		Surface		
Vermillion/Hilltop Vermillion/Hilltop	22-8713	Tuesday, October 4, 2022 Wednesday, October 5, 2022								1		Surface Surface		
Vermillion/Hilltop	22-8713	Thursday, October 6, 2022							stripe	1		Surface		
Vermillion/Hilltop	22-8713	Friday, October 7, 2022							stripe					
Vermillion/Hilltop	22-8713	Saturday, October 8, 2022												
Vermillion/Hilltop	22-8713	Monday, October 10, 2022												
Vermillion/Hilltop	22-8713	Tuesday, October 11, 2022												
Vermillion/Hilltop	22-8713	Wednesday, October 12, 2022												
Vermillion/Hilltop	22-8713	Thursday, October 13, 2022												
Vermillion/Hilltop	22-8713	Friday, October 14, 2022												
Vermillion/Hilltop	22-8713	Saturday, October 15, 2022												
Vermillion/Hilltop		Sunday, October 16, 2022												

Date: 9/13/2022

PM:

beale

Change Order No. 1

Date of Issu	ance: August 30, 2022	Effective Date:	
Owner:	Town of Cedar Lake	Owner's Contract No.:	N/A
Contractor:	Milestone Contractors North, Inc.	Contractor's Project No.:	N/A
Engineer:	Christopher B. Burke Engineering, LLC	Engineer's Project No.:	19.R220142.00002
Project:	Parrish Ave. Improvements Project	Contract Name:	N/A

The Contract is modified as follows upon execution of this Change Order:

Description: This pay item is an agreed to lump sum payment for additional labor, machinery, and materials related to watermain work at STA 10+60 (6" Dia) and STA 22+75 (12" Dia). The watermain at STA 10+60 was unmarked and unknown to Engineer and Contractor and was hit during storm sewer installation. Contractor provided a Vac Truck and other labor/materials to locate and repair the watermain. The watermain at STA 22+75 was further lowered per plan based on adjacent public and private utility conflicts encountered in the field.

Attachments: CO1 Table with summary of adjusted items.

	CHANGE IN CONTRACT F	PRICE		CH	ANGE II	N CONTRACT TIMES			
				[note cha	inges in	Milestones if applicable]			
Origina	Contract Price:			Original Contract Times:					
				Substantial Completion: <u>N/A</u>					
\$ <u>1,334</u>	,390.65			Ready for Final Pa	yment:	<u>N/A</u>			
						days or dates			
[Increas	e] [Decrease] from previously	approve	d Change	[Increase] [Decrea	ase] fro	m previously approved Change			
Orders	No to No:			Orders No to	<u>No.</u>	<u>-</u> ÷			
				Substantial Comp	letion:	N/A			
\$ <u>No Pr</u>	evious Change Orders			Ready for Final Pa	yment:	N/A			
						days			
Contrac	t Price prior to this Change Ord	er:		Contract Times pr	ior to tl	his Change Order:			
				Substantial Comp	letion:	N/A			
\$ <u>No Pr</u>	evious Change Orders			Ready for Final Pa	yment:	<u>N/A</u>			
				days or dates					
[Increase] [Decrease] of this Change Order:			[Increase] [Decrease] of this Change Order:						
				Substantial Completion: <u>N/A</u>					
\$ <u>6,993</u>	.52			Ready for Final Payment: <u>N/A</u>					
						days or dates			
Contrac	t Price incorporating this Chang	ge Order	:	Contract Times with all approved Change Orders:					
				Substantial Comp	letion:	N/A			
\$ <u>1,341</u>	,384.17			Ready for Final Payment: <u>N/A</u>					
						days or dates			
	RECOMMENDED:		ACCEI	PTED:		ACCEPTED:			
By:	D) E OGA	By:			By:	Love Sile			
	Engineer (if required)		Owner (Aut	horized Signature)		Contractor (Authorized Signature)			
Title:	Town Engineer	Title			Title	Project Manager			
Date:	08/30/2022	Date			Date	9-8-22			
		_							
	ed by Funding Agency (if								
applical	oie)								
By:	N/A			Date:					
Title:	N/A								

Town of Cedar Lake, Indiana Parrish Ave Improvement Project

(CBBEL Project No. 19.R220142.00002)

Change Order No. 1

Contractor: Milestone Contractors North, Inc.

Date: August 30, 2022

Item					Original	Authorization	Revised		Authorization		Revised
					-						
No.	Item Description	Unit		Unit Price	Plan Quantity	Quantity	Plan Quantity		Amount	Contr	act Amount
56	WATERMAIN ADJUSTMENT	LS	\$	6,993.52	0.00	1.00	1.00	\$	6,993.52	\$	6,993.52
							TOTAL:	\$	6,993.52		
					\$ \$	1,334,390.65 -					
		= Contract Value Prior to this Change Order: + Change Order 1 Value:							1,334,390.65 6,993.52		
						\$	1,341,384.17				

GATLIN PLUMBING & HEATING, Inc.

Over Eighty - Years of Business - Starting in 1938

1111 EAST MAIN STREET GRIFFITH, INDIANA 46319-2897 PHONE (219) 924-6972 FAX (219) 924-1401

REVISION #1

То MILESTONE CONTRACTORS NORTH, INC. Date August 3, 2022 Proposal No. 1700 EAST MAIN STREET GRIFFITH, IN 46319 Gatlin Job No. 22819 Location Cedar Lake Parrish Avenue 137th to 133rd Street Description FIELD ORDER #1 Description: Cost to lower water main. 6" Water Main North of 137th - 4 Hours @ \$817.00 per Hour \$ 3,268.00 Install 4 - 12" 45's to lower water main approximately 2' deeper - Fittings and Accessories provided by the Town of Cedar Lake - 4 Hours @ \$817.00 per Hour 3.268.00 **Total Additional Cost** 6.536.00 +7% = \$6993.52 **Hourly Rates** Excavator with Operator - Hourly 200.00 \$ Loader with Operator - Hourly \$ 175.00 Supervisor \$ 115.00 Laborer 1 \$ 96.00 Laborer 2 \$ 96.00 Truck with Driver \$ 135.00 Hourly Cost \$ 817.00 Per our conversation we will be paid the following bid items: Item 15 Remove Water Main Pipe 5,000.00 50 LF @ \$100.00 per foot S Item 17 12" Ductile Iron Water Main 50 LF @ \$200.00 per foot \$ 10,000.00 15,000.00

Per our conversation we will not need Item 16 - 12" Line Stop which will save the city \$15,000.00.

If this proposal meets with your approval, please sign and return both copies for countersigning. One copy will then be returned for your records. This proposal will be a contract between us when accepted by you and approved by our representative.

ACCEPTED

You are hereby authorized to commence construction as described herein for which the undersigned agrees to pay the contract price according to the terms set forth above.

Gatlin Plumbing & Heating, Inc.
Mathew C. Murphy
Estimator
matric
Countersigned

Authorized Representative

Gatlin Plumbing & Heating, Inc.

Respectfully submitted,

By

Date

Authorized Representative

Date

By

Indiana Plumbing License #81009039

Equal Employment Opportunity Employer

Change Order No. 2

Date of Issu	ance: September 15, 2022	Effective Date:	
Owner:	Town of Cedar Lake	Owner's Contract No.:	N/A
Contractor:	Milestone Contractors North, Inc.	Contractor's Project No.:	N/A
Engineer:	Christopher B. Burke Engineering, LLC	Engineer's Project No.:	19.R220142.00002
Project:	Parrish Ave. Improvements Project	Contract Name:	N/A

The Contract is modified as follows upon execution of this Change Order:

Description: This time extension change order represents additional time owed to the contractor due to an increase in the undercutting pay item beyond plan quantity to remediate poor soils beneath the road base. This also accounts for delays related to utility conflicts and unmarked utilities discovered during storm sewer and roadway excavation. It is the understanding of CBBEL and the Town that Milestone plans to have this project substantially complete prior to the dates noted below.

Attachments: Milestone time extension request letter and updated schedule.

	CHANGE IN CONTRACT F	PRICE		CH	ANGE II	N CONTRACT TIMES			
				[note cho	inges in	Milestones if applicable]			
Origina	l Contract Price:			Original Contract Times:					
				Substantial Completion: September 9, 2022					
N/A				Ready for Final Pa	yment:	September 30, 2022			
						days or dates			
[Increa	se] [Decrease] from previously a	approve	d Change	[Increase] [Decrea	ase] fro	m previously approved Change			
Orders	No to No:			Orders No to	No	_;			
				Substantial Comp	letion:	N/A			
N/A				Ready for Final Pa	yment:	<u>N/A</u>			
						days			
Contra	t Price prior to this Change Ord	er:		Contract Times pr	ior to t	his Change Order:			
				Substantial Comp	letion:	September 9, 2022			
N/A				Ready for Final Pa	yment:	September 30, 2022			
						days or dates			
[Increa	se] [Decrease] of this Change Or	der:		[Increase] [Decrea	se] of t	his Change Order:			
				Substantial Comp	letion:	October 7, 2022			
N/A				Ready for Final Payment: October 28, 2022					
						days or dates			
Contra	t Price incorporating this Chang	e Order	:	Contract Times w	ith all a	pproved Change Orders:			
				Substantial Comp	letion:	October 7, 2022			
N/A				Ready for Final Pa	yment:	October 28, 2022			
						days or dates			
	RECOMMENDED:		ACCE	PTED:		ACCEPTED:			
By:	D) E OUT	By:			By:	Sure Dute			
	Engineer (if required)		Owner (Aut	horized Signature)		Contractor (Authorized Signature)			
Title:	Town Engineer	Title			Title	project manager			
Date:	09/15/2022	Date			Date	9-15-22			
Approv applica	ed by Funding Agency (if ble)								
By:	N/A			Date:					
Title:	N/A								



Date: Monday September 12th, 2022 Thomas Gordon Christopher B. Burke Engineering, LLC

Subject: Parrish Ave. Roadway Substantial Completion- Extension Request

TJ,

The initial Substantial Completion Date for the Parrish Project was September 9th, 2022. As we discussed, we experienced an additional 14 working days from the undercuts in the proposed roadway and a 6 working day Utility Delay during phase1/2 of this project.

With these days added to the original September 9th, 2022 date, the new proposed Substantial Completion Date is October 7th, 2022.

The new proposed Final Completion Date is October 28th, 2022.

Milestone is anticipating the project to be completed prior to October 7th, 2022.

Thank you for considering this Time Extension Request.

Thank You,

Dave Beale Project Manager







Work for week of: 9/12/2022

Date: 9/13/2022

/ Mil	act	ono				22-8711 - Parrish Ceda					<u></u>	* = HARD DATE IN RED		
	COL	one	# OF DAYS & ORDER OF OPERATION (A,B,C,D,E,F,etc.)								F,etc.)			
JOB DESCRIPTION	JOB #	START DATE	MILLING	GRAD-ALL - PREP	GRAD-ALL - TOPSOIL, OTHERS	EXCAVATION	AGG. BASE	FINE GRADING	CONCRETE	PAVING	TONS	ТҮРЕ	PLANT	MISCELLANEOUS
Parrish Ave- Cedar Lake	22-8711	Monday, September 12, 2022												2400 syd- at 3 inches depth
Parrish Ave- Cedar Lake	22-8711	Tuesday, September 13, 2022			1					0.5	400- min	62328- Private - 19.00 mm	lowell	prep sidewalk- back fill curb/ prep 3 scho
Parrish Ave- Cedar Lake	22-8711	Wednesday, September 14, 2022			1				1 hand pour					backfill for sidewalk 80sys - approaches 3 inch interm. 3 inch
Parrish Ave- Cedar Lake	22-8711	Thursday, September 15, 2022	0.5	1 - Need (1) op for roller							45int / 25 surf app	19.00 mm / 9.5 surface	lowell	school drives- LANDSCAPING
Parrish Ave- Cedar Lake	22-8711	Friday, September 16, 2022	0.5							1	100- 19.00 / 700 9.5 mm surface	asphalt patch needs to be roll tested- 19.00 mm binder- then	lowell	mill and fill patches/ surface entire pro
Parrish Ave- Cedar Lake	22-8711	Saturday, September 17, 2022												
Parrish Ave- Cedar Lake	22-8711	Monday, September 19, 2022							TMC & MOD	ERN EDGE				
Parrish Ave- Cedar Lake	22-8711	Tuesday, September 20, 2022							TMC & MOD	EKN EDGE				
Parrish Ave- Cedar Lake	22-8711	Wednesday, September 21, 2022				I	1		TMC 7 MODE	ERN EDGE				
Parrish Ave- Cedar Lake	22-8711	Thursday, September 22, 2022												
Parrish Ave- Cedar Lake	22-8711	Friday, September 23, 2022												
Parrish Ave- Cedar Lake	22-8711	Saturday, September 24, 2022												
Parrish Ave- Cedar Lake	22-8711	Monday, September 26, 2022												
Parrish Ave- Cedar Lake	22-8711	Tuesday, September 27, 2022												
Parrish Ave- Cedar Lake	22-8711	Wednesday, September 28, 2022												
Parrish Ave- Cedar Lake	22-8711	Thursday, September 29, 2022												
Parrish Ave- Cedar Lake	22-8711	Friday, September 30, 2022												
Parrish Ave- Cedar Lake	22-8711	Saturday, October 1, 2022												
Parrish Ave- Cedar Lake	22-8711	Monday, October 3, 2022												
Parrish Ave- Cedar Lake	22-8711	Tuesday, October 4, 2022												
Parrish Ave- Cedar Lake	22-8711	Wednesday, October 5, 2022												
Parrish Ave- Cedar Lake	22-8711	Thursday, October 6, 2022												
Parrish Ave- Cedar Lake	22-8711	Friday, October 7, 2022						i	ntermediate completion cont	tract date				
Parrish Ave- Cedar Lake	22-8711	Saturday, October 8, 2022												
		Sunday, October 9, 2022												

PM:

beale

	 DD	D 4 -		 ED.
_			TE IN	

TOWN OF CEDAR LAKE POLICE TRAINING REIMBURSEMENT AGREEMENT

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

RECITALS

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

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

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

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

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

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

COVENANTS

1. Both Town and Applicant agree that the Recitals are incorporated herein by reference as if fully stated herein.

2. The Applicant agrees to participate in all training requested of him by the Town, which training may consist of any or all of the following:

- a. Indiana Law Enforcement Academy;
- b. Waiver process through the Indiana Law Enforcement Academy;
- c. In-house (on the job training);

d. Emergency Medical Technician school.

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

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

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

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

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

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

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

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

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

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

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

a. U.S. citizen;

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

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

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

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

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

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

13. The Applicant expressly acknowledges that this Agreement is not intended to be and shall not be construed as a contract of employment with the Town. Applicant further acknowledges that if the Town, in its sole discretion, determines that the Applicant has not satisfactorily passed and completed all portions of the required testing and evaluations, the Town will not, and it shall not be required to, extend a final offer of employment to the Applicant. 14. If the Town pursues legal action to enforce any of the terms and/or obligations as enumerated throughout the Agreement, Applicant shall be responsible for payment to the Town of its reasonable attorney's fees incurred during said legal action, including all collection costs, court costs, and related fees.

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____,

[SIGNATURES ON FOLLOWING PAGE]

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

By:

Chief of Police (signature)

William T. Fisher Printed Name

Date Signed

Approved: ______ Town Council President

Approved _____

Town Clerk-Treasurer

APPLICANT

By:

Applicant (signature)

Printed Name

Date Signed

Date

Date



WE'RE SAILING AHEAD

Cedar Lake Town Council 7408 Constitution Ave. Cedar Lake IN 46303

Dear Council Members,

Once again, the Cedar Lake Chamber of Commerce is making plans to host the Wonderland of Lighted Christmas Trees and the Jean Eberle Parade of Lights. I have been in contact with our tree supplier and have enough Frasier firs to host the Wonderland. Parade Chairman Brenda Brown is putting together her plans for the parade. My office will be contacting the Fire Department to ask them to bring Santa in via a fire truck, and I will also contact the Police Department and VIPS for their support.

But most importantly, the Chamber is asking the councils permission to use the electricity from street lights to light the decorated trees as we have in the past. We expect the trees to be up and decorated by Saturday, November 19 for the Parade of Lights and taken down after the new year. Last year we had a couple of street lights that the tree committee felt needed new GFI's and we hope to speak to Operations Director Tim Kubiak about the Chamber purchasing those items.

The night of the parade, Chairman Brown plans to line up parade entries at Hanover Central High School at 4:30p.m., leave there at 6p.m., and head to the Town Complex Grounds. She and her committee would like your approval to use the Grounds to bring in parade entries and also use the meeting room where Santa can greet youngsters and we could serve a beverage and cookies. We may change that to serving goodies outside if we can find the right food truck, but just in case, I feel we should have a back up plan and that would be the use of the meeting room.

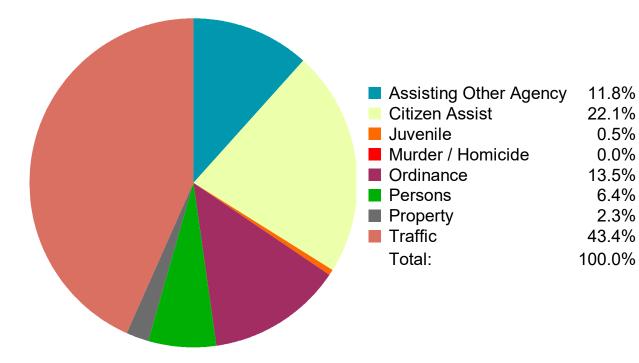
If you have any questions, please contact the Chamber office at 219 374-6157.

Sincerely,

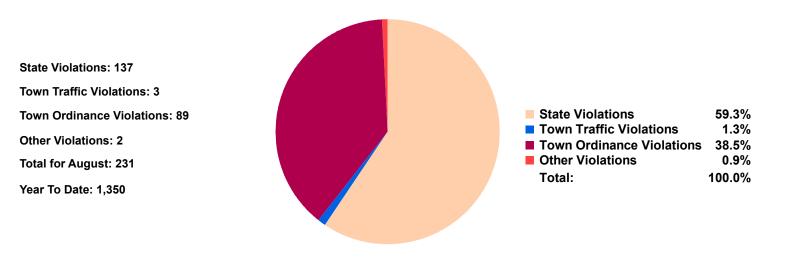
Diane Jostes, Executive Director

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

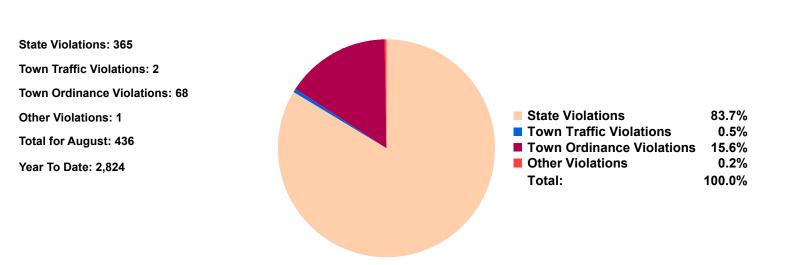
Incident Type	Month Total	Year Total	
Incidents Assisting Other Agency (Including Fire and EMS):	141	1063	
Incidents related to Citizen Assists:	265	1893	
Incidents related to Juveniles:	6	62	
Incidents related to Murder/Homicide:	0	0	
Incidents related to Ordinances:	162	1057	
Incidents related to Persons:	77	529	
Incidents related to Property:	27	230	
Incidents related to Traffic:	520	3556	
Incidents Not Classified:	1	3	
Totals:	1199	8393	
Average	Daily Calls For Service	: 34.68	



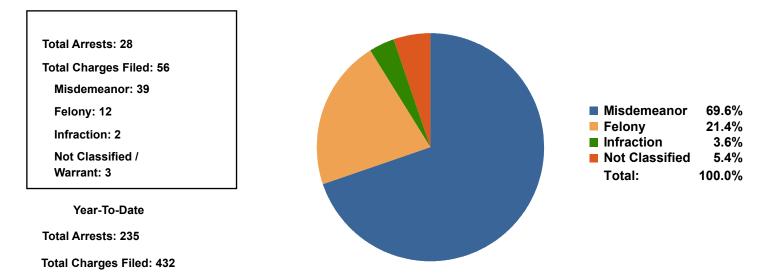
CITATION REPORT August 2022 and Year-To-Date 2022



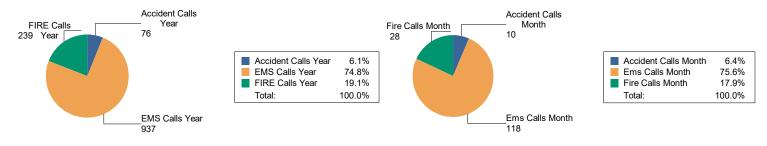
WARNING REPORT August 2022 and Year-To-Date 2022



ARREST REPORT August 2022 and Year-To-Date 2022



Cedar Lake Fire Deparment Monthly Summary Report 1/1/2022 to 8/31/2022



Average Daily Calls for Service: 5.29

Yearly Totals

Agency Assist	5
Animal Bite	1
Citizen Assist	1
Death Investgtn	1
Disturbance	1
Dom. Battery	1
Domestic Dist	4
EMS Abdominal	18
EMS Allergic	8
EMS Animal Bite	4
EMS Assault	12
EMS Back Pain	11
EMS Bleeding	16
EMS Breathing	110
EMS Burns	2
EMS Chest Pain	48
EMS Choking	3
EMS Death	9
EMS Diabetic	32
EMS Eye Injury	1
EMS Fall	119
EMS Full Arrest	13
EMS Gunshot	1
EMS Headache	2
EMS Heart Prob	26
EMS Heat / Cold	3
EMS Lift Assist	74
EMS Misc	4
EMS Mutual Aid	10
EMS Overdose	18
EMS Pregnancy	2
EMS Psych	50
EMS Seizure	30
EMS Sick Person	181
EMS Stabbing	2
EMS Standby	4
EMS Stroke	16
EMS Trauma	22
EMS Uncons	53
EMS Unknown	33
FIRE Alarm	49
FIRE Appliance	1
FIRE Assist	6
FIRE Brush	4
FIRE CO Alarm	10
FIRE Dive Rescu	1
FIRE Elevator	1

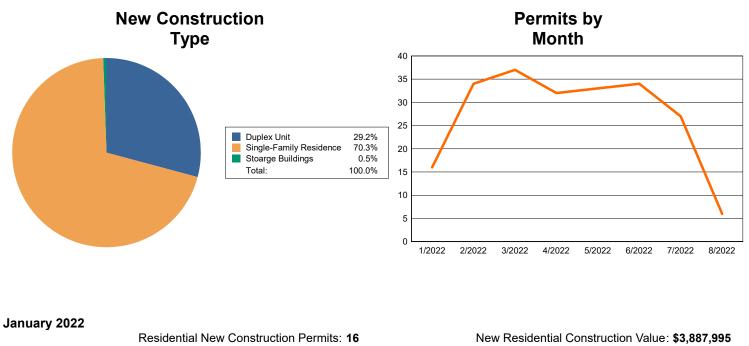
Monthly Totals

Animal Bite		1
Domestic Dist		2
EMS Abdominal		3
EMS Allergic		6
EMS Animal Bite		1
EMS Assault		1
EMS Back Pain		1
EMS Bleeding		3
EMS Breathing		13
EMS Burns		1
EMS Chest Pain		5
EMS Choking		1
EMS Diabetic		3
EMS Fall		14
EMS Heart Prob		3
EMS Lift Assist		11
EMS Misc		1
EMS Mutual Aid		1
EMS Overdose		3
EMS Psych		4
EMS Seizure		4
EMS Sick Persor	ı	29
EMS Standby		1
EMS Trauma		3
EMS Uncons		5
EMS Unknown		1
FIRE Alarm		6
FIRE Assist		1
FIRE Brush		1
FIRE CO Alarm		3
FIRE Gas OUT		2
FIRE Inspection		3
FIRE Investigat		1
FIRE Mutual Aid		3
FIRE Outside		1
FIRE Structure		3
FIRE Utility		3
FIRE Washdown		1
Overdose		1
PI Accident		10
Total for Month:		160

FIRE Gas OUT8FIRE Gas OUT8FIRE Hazmat2FIRE Inspection10FIRE Investigat4FIRE Misc9FIRE Misc9FIRE Mutual Aid28FIRE Odor5FIRE Outside10FIRE Rubbish4FIRE Search1FIRE Smoke Odor1FIRE Smoke Odor1FIRE Standby7FIRE Structure24FIRE Utility21FIRE Vehicle5FIRE Washdown2FIRE Water Resc11Lockout1Open Burning1Overdose3PD Accident1		
FIRE Hazmat2FIRE Inspection10FIRE Investigat4FIRE Investigat4FIRE Misc9FIRE Misc9FIRE Mutual Aid28FIRE Odor5FIRE Odor5FIRE Outside10FIRE Search1FIRE Smoke1FIRE Smoke Odor1FIRE Smoke Odor1FIRE Standby7FIRE Structure24FIRE Utility21FIRE Vehicle5FIRE Washdown2FIRE Water Resc11Lockout1Open Burning1Overdose3PD Accident1PI Accident75Suicidal Subj4Suicide Attempt2Welfare Check2	FIRE Gas IN	10
FIRE Inspection10FIRE Inspection10FIRE Investigat4FIRE Investigat4FIRE Misc9FIRE Misc9FIRE Mutual Aid28FIRE Odor5FIRE Odor5FIRE Outside10FIRE Rubbish4FIRE Search1FIRE Smoke1FIRE Smoke Odor1FIRE Smoke Odor1FIRE Standby7FIRE Structure24FIRE Utility21FIRE Vehicle5FIRE Washdown2FIRE Water Resc11Lockout1Open Burning1Overdose3PD Accident1PI Accident75Suicidal Subj4Suicidal Subj4Suicide Attempt2Welfare Check2	FIRE Gas OUT	8
FIRE Investigat4FIRE Investigat4FIRE Misc9FIRE Misc9FIRE Mutual Aid28FIRE Odor5FIRE Outside10FIRE Rubbish4FIRE Search1FIRE Smoke1FIRE Smoke Odor1FIRE Smoke Odor4FIRE Standby7FIRE Structure24FIRE Utility21FIRE Vehicle5FIRE Washdown2FIRE Water Resc11Lockout1Open Burning1Overdose3PD Accident1PI Accident75Suicidal Subj4Suicide Attempt2Welfare Check2	FIRE Hazmat	2
FIRE Misc9FIRE Mutual Aid28FIRE Odor5FIRE Odor5FIRE Outside10FIRE Rubbish4FIRE Search1FIRE Smoke1FIRE Smoke Odor1FIRE Smoke Odor4FIRE Standby7FIRE Structure24FIRE Utility21FIRE Vehicle5FIRE Washdown2FIRE Water Resc11Lockout1Open Burning1Overdose3PD Accident1PI Accident75Suicidal Subj4Suicide Attempt2Welfare Check2	FIRE Inspection	10
FIRE Mutual Aid28FIRE Odor5FIRE Odor5FIRE Outside10FIRE Rubbish4FIRE Search1FIRE Smoke1FIRE Smoke Odor1FIRE Smoke Out4FIRE Standby7FIRE Structure24FIRE Utility21FIRE Vehicle5FIRE Washdown2FIRE Water Resc11Lockout1Open Burning1Overdose3PD Accident1PI Accident75Suicidal Subj4Suicide Attempt2Welfare Check2	FIRE Investigat	4
FIRE Odor5FIRE Outside10FIRE Rubbish4FIRE Rubbish4FIRE Search1FIRE Smoke1FIRE Smoke Odor1FIRE Smoke Odor4FIRE Standby7FIRE Structure24FIRE Utility21FIRE Vehicle5FIRE Washdown2FIRE Water Resc11Lockout1Open Burning1Overdose3PD Accident1PI Accident75Suicidal Subj4Suicide Attempt2Welfare Check2	FIRE Misc	9
FIRE Outside10FIRE Rubbish4FIRE Rubbish4FIRE Search1FIRE Smoke1FIRE Smoke Odor1FIRE Smoke Odor4FIRE Smoke Out4FIRE Standby7FIRE Structure24FIRE Utility21FIRE Vehicle5FIRE Washdown2FIRE Water Resc11Lockout1Open Burning1Overdose3PD Accident1PI Accident75Suicidal Subj4Suicide Attempt2Welfare Check2	FIRE Mutual Aid	28
FIRE Rubbish4FIRE Search1FIRE Search1FIRE Smoke1FIRE Smoke Odor1FIRE Smoke Out4FIRE Standby7FIRE Structure24FIRE Utility21FIRE Vehicle5FIRE Washdown2FIRE Water Resc11Lockout1Open Burning1Overdose3PD Accident1PI Accident75Suicidal Subj4Suicide Attempt2Welfare Check2	FIRE Odor	5
FIRE Search1FIRE Smoke1FIRE Smoke Odor1FIRE Smoke Odut4FIRE Smoke Out4FIRE Standby7FIRE Structure24FIRE Utility21FIRE Vehicle5FIRE Washdown2FIRE Water Resc11Lockout1Open Burning1Overdose3PD Accident1PI Accident75Suicidal Subj4Suicide Attempt2Welfare Check2	FIRE Outside	10
FIRE Smoke1FIRE Smoke Odor1FIRE Smoke Out4FIRE Smoke Out4FIRE Standby7FIRE Structure24FIRE Utility21FIRE Vehicle5FIRE Washdown2FIRE Water Resc11Lockout1Open Burning1Overdose3PD Accident1PI Accident75Suicidal Subj4Suicide Attempt2Welfare Check2	FIRE Rubbish	4
FIRE Smoke Odor1FIRE Smoke Out4FIRE Smoke Out4FIRE Standby7FIRE Structure24FIRE Utility21FIRE Vehicle5FIRE Washdown2FIRE Water Resc11Lockout1Open Burning1Overdose3PD Accident1PI Accident75Suicidal Subj4Suicide Attempt2Welfare Check2	FIRE Search	1
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FIRE Standby7FIRE Structure24FIRE Structure24FIRE Utility21FIRE Vehicle5FIRE Washdown2FIRE Washdown2FIRE Water Resc11Lockout1Open Burning1Overdose3PD Accident1PI Accident75Suicidal Subj4Suicide Attempt2Welfare Check2	FIRE Smoke Odor	1
FIRE Structure24FIRE Utility21FIRE Vehicle5FIRE Vashdown2FIRE Washdown1Lockout1Open Burning1Overdose3PD Accident1PI Accident75Suicidal Subj4Suicide Attempt2Welfare Check2	FIRE Smoke Out	4
FIRE Utility21FIRE Vehicle5FIRE Vashdown2FIRE Water Resc11Lockout1Open Burning1Overdose3PD Accident1PI Accident75Suicidal Subj4Suicide Attempt2Welfare Check2	FIRE Standby	7
FIRE Vehicle5FIRE Vehicle5FIRE Washdown2FIRE Water Resc11Lockout1Open Burning1Overdose3PD Accident1PI Accident75Suicidal Subj4Suicide Attempt2Welfare Check2	FIRE Structure	24
FIRE Washdown2FIRE Water Resc11Lockout1Open Burning1Overdose3PD Accident1PI Accident75Suicidal Subj4Suicide Attempt2Welfare Check2	FIRE Utility	21
FIRE Water Resc11Lockout1Open Burning1Overdose3PD Accident1PI Accident75Suicidal Subj4Suicide Attempt2Welfare Check2	FIRE Vehicle	5
Lockout1Open Burning1Overdose3PD Accident1PI Accident75Suicidal Subj4Suicide Attempt2Welfare Check2	FIRE Washdown	2
Open Burning1Overdose3PD Accident1PI Accident75Suicidal Subj4Suicide Attempt2Welfare Check2	FIRE Water Resc	11
Overdose3PD Accident1PI Accident75Suicidal Subj4Suicide Attempt2Welfare Check2	Lockout	1
PD Accident 1 PI Accident 75 Suicidal Subj 4 Suicide Attempt 2 Welfare Check 2	Open Burning	1
PI Accident75Suicidal Subj4Suicide Attempt2Welfare Check2	Overdose	3
Suicidal Subj4Suicide Attempt2Welfare Check2	PD Accident	1
Suicide Attempt2Welfare Check2	PI Accident	75
Welfare Check 2	Suicidal Subj	4
	Suicide Attempt	2
Total for Year: 1,279	Welfare Check	2
	Total for Year:	1,279



Report of All New Construction Permits 1/1/2022 to 8/31/2022 Grouped by Month



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

Residential New Construction Permits: **34** New Construction Permits: **34** (2021 - 46 Res/1 Commercial)

July 2022 Residential New Construction Permits: 27 New Construction Permits: 27 (2021 - 27)

August 2022 Residential New Construction Permits: 6 New Construction Permits: 6 (2021 - 20)

> Total New Construction Permits: Total Residential New Construction Permits: Total Commercial New Construction Permits: Total School New Construction Permits:

New Residential Construction Value: **\$6,061,650** Total Value of Construction for July: **\$6,061,650**

Total Value of Construction for June: \$8,649,380

New Residential Construction Value: \$8,649,380

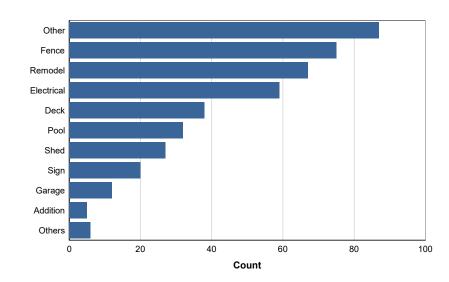
New Residential Construction Value: **\$1,488,225** Total Value of Construction for August: **\$1,488,225**

Total Value of New Construction: **\$56,052,865** Total Value of New Residential Construction: **\$54,866,144** Total Value of New Commercial Construction: **\$1,186,721** Total Value of New School Construction:

* Year-over-year Increase



Report of All Other Permits 1/1/2022 to 8/31/2022 Grouped by Month





1/2022 2/2022 3/2022 4/2022 5/2022 6/2022 7/2022 8/2022

January 2022

Other Residential Permits: Other Commercial Permits: Other Open Space Permits: Total of Other Permits: **20** * (2021 - 17)

February 2022

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

March 2022

Other Residential Permits: Other Commercial Permits: Other School Permits: Other Industrial Permits: Total of Other Permits: **44** * (2021 - 25)

April 2022

Other Residential Permits: Other Commercial Permits: Other Municipal Permits: Total of Other Permits: **69** (2021 - 80) Other Residential Permits Value: **\$288,222** Other Commercial Permits Value: **\$1** Other Open Space Permits Value: **\$6,500** Total Value of All Other Permits: **\$294,723**

Other Residential Permits Value: **\$261,632** Other Commercial Permits Value: **\$1,262,258** Other Church Permits Value: **\$150,000** Total Value of All Other Permits: **\$1,673,890**

Other Residential Permits Value: **\$455,025** Other Commercial Permits Value: **\$12,690** Other School Permits Value: **\$56,310** Other Industrial Permits Value: **\$20,000** Total Value of All Other Permits: **\$544,025**

Other Residential Permits Value: **\$580,946** Other Commercial Permits Value: **\$340,873** Other Municipal Permits Value: **\$4,000** Total Value of All Other Permits: **\$925,819**

May 2022	
Other Residential Permits: 47	Other Residential Permits Value: \$681,207
Other Commercial Permits: 7	Other Commercial Permits Value: \$1,419,650
Other Municipal Permits: 1	Other Municipal Permits Value: \$48,000
Total of Other Permits: 55 (2021 - 71)	Total Value of All Other Permits: \$2,148,857
June 2022	
Other Residential Permits: 53	Other Residential Permits Value: \$500,049
Other Commercial Permits: 8	Other Commercial Permits Value: \$48,738
Other Open Space Permits: 2	Other Open Space Permits Value: \$8,025
Total of Other Permits: 63 * (2021 - 62)	Total Value of All Other Permits: \$556,811
July 2022	
Other Residential Permits: 58	Other Residential Permits Value: \$885,190
Other Commercial Permits: 8	Other Commercial Permits Value: \$51,950
Other Church Permits: 1	Other Church Permits Value: \$1
Total of Other Permits: 67 * (2021 - 61)	Total Value of All Other Permits: \$937,141
August 2022	
Other Residential Permits: 47	Other Residential Permits Value: \$906,771
Other Commercial Permits: 5	Other Commercial Permits Value: \$161,120
Other School Permits: 1	Other School Permits Value: \$17,520
Other Municipal Permits: 1	Other Municipal Permits Value: \$26,000
Total of Other Permits: 54 (2021 - 59)	Total Value of All Other Permits: \$1,111,411

Grand Total of Other Permits: 404

Grand Total Value of All Other Permits: \$8,192,677

* Year-over-year increase

September 18, 2022

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

Attention: Chris Salatas – Town Manager

Re: Town Engineer Report for September 20, 2022 Town Council Meeting (CBBEL Project No.: 060015.00001)

Dear Council Members:

This letter summarizes Christopher B. Burke Engineering, LLC (CBBEL) Town Engineer activities for reporting and action (as necessary) for the September 20, 2022 Town Council Meeting. This report covers activities for the period of August 14, 2022 through September 18, 2022.

1) Cedar Lake Dredging and Sediment Dewatering Facility Project

The SDF is near substantial completion with the berm line up to final elevations with topsoil currently being placed. The pipeline corridor is also close to substantially complete. Dredge America arrived on-site last week to stub a piece of the pipeline through the railroad corridor so both bore pits could be filled. The circular roadway, outlet ditch, interior drainage pipes, and outlet control structure are in various stages of construction.

CBBEL is awaiting reviews of the submitted bonds and certificates of insurance, being completed by others, to finalize the contracts for the Stage 2 work.

2) MS4 Coordination

No Change from Previous Report. The new IDEM MS4 General Permit became effective on July 5, 2022. To meet document submittal deadlines included in the new permit by the end of December, CBBEL staff has begun assembling GIS data and updating the Water Quality Characterization Report. CBBEL is also implementing a database file management system to store documents and reports required to demonstrate compliance with the MS4 permit.

3) NIRPC/State Legislature/INDOT/IDNR Updates

No Change from Previous Report. NIRPC summarized how funding from the new Infrastructure Bill will be funneled through the State's MPOs on the January 6th 3PC meeting call. The region is expecting an additional \$18 million to be appropriated through

the FY2022 FAST Act legislation. NIPRC will most likely hold a Notice of Funding Availability (NOFA) this fall. The NOFA will have a focus on sidewalks on minor collector roadways and above.

4) Other Funding Opportunities

IDNR – Division of Outdoor Recreation, Next Level Trails Program: No Change from Previous Report. IDNR - Division of Outdoor Recreation will administer the program in conjunction with INDOT. All non-motorized trail types are eligible, but consideration will be given to multi-use trail types. Eligible costs are trail construction, land acquisition, design and engineering, and basic trail amenities. The grant program requires an 80/20 match with minimum and maximum requests of \$200,000 and \$2 million, respectively. There will be \$10 million available for locally significant projects. More information found can be at https://www.in.gov/dnr/outdoor/9800.htm. Based on discussions with NIRPC, it is our understanding that this program will have an additional call later this year.

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

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

- **Community Crossing Grant, 2022-1:** This project is substantially complete will all items now completed. CBBEL will complete a final walkthrough with Town staff this coming week.
- **Community Crossing Grant, 2022-2:** Applications for 137th Avenue from Parrish Avenue to the railroad and crack sealing of various roadways on the west side of the lake were submitted on August 30th. Funding announcements are expected in late October or early November.
- Railroad Grade Crossing Fund, INDOT: No Change from Previous Report. Traffic Management Company (TMC) completed this work last month. We are awaiting invoicing from TMC to provide a pay application to the Town.
- Community Development Block Grant (CDBG) Lynnsway: The preconstruction meeting was held on September 6th with all involved parties. We expect this work to be completed in October. Town Public Works will digout new sidewalk areas prior to H3 Concrete being on-site.
- Safe Streets and Roads for All (SS4A): This is an USDOT funding opportunity advertised in May 2022 that will most likely be administered by State MPOs as discussed at the NIRPC 3PC meeting. The SS4A grant is a product of the new infrastructure bill with applications due on September 15, 2022. This program provides funding for both planning and implementation (construction) of infrastructure and initiatives designed to prevent death and serious injury on roads and streets. Applicable planning documents must already be completed to be eligible for implementation grants. More information can be found at

<u>https://www.transportation.gov/grants/SS4A</u>. The due date for this funding has passed, but it appears this funding will be an annual consideration.

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

<u>Parrish Avenue</u>: The corridor was completely paved on Friday. The corridor will remain closed until September 23rd to complete final landscaping and striping. Change Order #1 has been provided for approval for \$6,993.52 related to unmarked water utility conflicts. Change Order #2 was provided for a time extension related to additional undercutting quantity and other private utility conflict delays. The substantial complete date will be revised to October 7th and the final completion date will be revised October 28th.

<u>Highland Subdivision:</u> The subdivision is sitting at binder HMA and all driveway approaches have had surface HMA installed. Surface HMA will be placed with the Vermillion/Hilltop project.

<u>Vermillion/Hilltop Streets:</u> The Vermillion curve is up to rough stone grade. The southern curb line is due to be installed Monday, September 19th with the northern line following the next day. Milling is scheduled to begin towards the end of next week throughout the entire corridor. Town Public Works replaced an elliptical pipe under Hilltop Street that was developing a sinkhole. It appears the pipe was sawcut by a NIPSCO contractor with the High Grove project in 2018. CBBEL is preparing a damage claim and will submit it to Town staff for review.

Change Order #1 has been provided for approval for \$15,064.90 related to further assessment of the existing guardrail. The guardrail was originally noted for removal and replacement; however, it was noted that a new guardrail would be needed to meet current safety standards. Change Order #2 was provided for a time extension request made by the Contractor. The substantial complete date will be revised to October 7th and the final completion date will be revised October 28th.

6) Town Street Committee

- <u>Shades (East of Morse St and North of 141st Avenue)</u>: CBBEL was directed to finalize design of the subdivision roadway and storm sewer improvements for a possible inclusion in the 2023-1 CCMG call. A phasing plan was provided to Town staff for evaluation. The road committee also recommended that curb and gutter be removed (where possible) from the plan and new lighting fixtures be attached to existing poles. CBBEL has contacted NIPSCO to obtain their lighting inventory of the subdivision.
- <u>131st Place and Morse Street:</u> No Change from Previous Report. CBBEL was directed to obtain survey costs for these two streets for possible improvements in 2023. The sub-consultant agreement was executed with DVG and we are awaiting the survey.

7) Redevelopment Commission

CBBEL is completing the following projects for the Redevelopment Commission:

• <u>Morse Street Corridor Pedestrian Path</u>: *No Change from Previous Report.* Plan preparation is on-going. Project coordination will be required for the newly acquired Lighthouse well and potential future connections from Lakeside Subdivision.

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

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

8) Plan Commission

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

- <u>Silver Meadows PUD:</u> CBBEL provided a review letter to the Applicant on September 1st.
- <u>Beacon Pointe, Unit 6 and 7 Final Plat:</u> CBBEL provided a letter to the Applicant on September 16th.
- <u>Oak Brook, Phase 1 Final Plat:</u> CBBEL provided a letter to the Applicant on September 6th.
- <u>Development Standards Manual Update</u>: CBBEL has begun updates to the DSM. This work will continue through 2022 in conjunction with the Subdivision Control Ordinance updates.

9) Stormwater Management Board

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

<u>9080 W. 129th Place, Woodland Hills Subdivision:</u> It is our understanding that the two properties have granted easements required for this project. It was decided at the last storm board meeting to start this project. This project will be completed by the Town Public Works staff.

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

<u>6425 W. 145th Avenue:</u> We are still waiting on portions of the system to be camera'd to evaluate existing conditions. Town staff is currently looking into a possible lawsuit against the Town circa 2005 that led to the installation of the current storm sewer system.

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

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

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

10) Building Department

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

<u>Kiwanis Dog Park:</u> The Notice to Proceed was issued to Olson Construction on September 14, 2022. The substantial completion date is noted as October 12th. Town Public Works staff is finishing the fine grading of the site and it should be completed on September 19th.

<u>Ordinance Updates:</u> CBBEL will be continuing updates to the Town's Development Standards Manual and Stormwater Ordinances throughout 2022. CBBEL will also update the Town's lighting inventory. CBBEL has been in contact with NIPSCO Electric about acquiring current lighting inventories for the Town. *No Change.* Thank you for allowing us to provide you with these Town's engineering services. If you have any questions or concerns, please do not hesitate to call.

Sincerely,

DICOR >

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

L060015 Council Report 091822.docx

CC:

Town Manager Director of Operations Building Administrator Town Attorney

Attachments: Project Status Report All Projects Schedule

Town of Cedar Lake – Project Status Report

Christopher B. Burke Engineering, LLC

	_			updat	ed 09/18/22
Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
060015.00001	Town Council	n/a	Town Council Report for 09/20/22 meeting	Completed	09/18/22
060015.00002	Plan Commission	n/a	Plan Reviews & LOC Inspections	Plan Commission Meetings and Review of Plan Applications. See letter for details.	ongoing
060015.00003	Stormwater Management Board	n/a	Review and reporting concerning agenda action items	Reviewing items as requested and reporting status to Storm Board. See letter for details.	ongoing, as requested
060015.00006	Stormwater Cost of Services Study	n/a	ERU calculation review	Ongoing review of ERU calculations for parcels requested by Town.	requested
	Cedar Lake			The SDF is near substantial completion with the berm line up to final elevations with topsoil currently being placed. The pipeline corridor is also close to substantially complete. Dredge America arrived on-site last week to stub a piece of the pipeline through the railroad corridor so both bore pits could be filled. The circular roadway, outlet ditch, interior drainage pipes, and outlet control structure are in various stages of construction.	
200323	Dredging and Sediment Dewatering Facility Project	n/a	Construction Plans/Construction Observation	CBBEL is awaiting reviews of the submitted bonds and certificates of insurance, being completed by others, to finalize the contracts for the Stage 2 work. – see 09/18/22 Council Report for details.	
		\$19,400	MS4 Coordination Services &	No Change from Previous Report. The new IDEM MS4 General Permit became effective on July 5, 2022. To meet document submittal deadlines included in the new permit by the end of December, CBBEL staff has begun assembling GIS data and updating the Water Quality Characterization Report. CBBEL is also implementing a database file management system to store documents and reports required to demonstrate compliance with the MS4 permit.	
090043	MS4 Coordination	(annual)	Development	 – see 09/18/22 Council Report for details. Parrish Avenue: The corridor was completely paved on 	ongoing
	Parrish Ave, Vermillion St/Hilltop St, Highland			Friday. The corridor will remain closed until September 23 rd to complete final landscaping and striping. Change Order #1 has been provided for approval for \$6,993.52	
TBD	Subdivision	\$238,000	Construction Observation	related to unmarked water utility conflicts. Change	ongoing

Town of Cedar Lake – Project Status Report

Christopher B. Burke Engineering, LLC

F				updated 09/18/22
Job No.	Description	Budget	Deliverable(s)	Status Deadline(s)
				Order #2 was provided for a time extension related to additional undercutting quantity and other private utility conflict delays. The substantial complete date will be revised to October 7 th and the final completion date will be revised October 28 th .
				<u>Highland Subdivision:</u> The subdivision is sitting at binder HMA and all driveway approaches have had surface HMA installed. Surface HMA will be placed with the Vermillion/Hilltop project.
				<u>Vermillion/Hilltop Streets:</u> The Vermillion curve is up to rough stone grade. The southern curb line is due to be installed Monday, September 19 th with the northern line following the next day. Milling is scheduled to begin towards the end of next week throughout the entire corridor. Town Public Works replaced an elliptical pipe under Hilltop Street that was developing a sinkhole. It appears the pipe was sawcut by a NIPSCO contractor with the High Grove project in 2018. CBBEL is preparing a damage claim and will submit it to Town staff for review.
				Change Order #1 has been provided for approval for \$15,064.90 related to further assessment of the existing guardrail. The guardrail was originally noted for removal and replacement; however, it was noted that a new guardrail would be needed to meet current safety standards. Change Order #2 was provided for a time extension request made by the Contractor. The substantial complete date will be revised to October 7 th and the final completion date will be revised October 28 th . – see 09/18/22 Council Report for details.

Cedar Lake All Projects' Schedules

	2022 2023 2													2024																					
	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3 4	4 5	56		78	9	1	0 1	1 12
Vermillion/Hilltop and Highland Subdivision																																			
Construction																																			
Parrish Avenue																																			
Construction																																			
133rd Avenue Resurfacing & Striping (CCMG)																																			
Construction																																			
Stage 1 - Sediment Dewatering Facility																																			
Construction																																			
Stage 2 - Cedar Lake Dredging																																			
Construction																																			

Veridus Recommendations

Date: September 20, 2022

Submitted For: Cedar Lake Town Officials

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

- Next Steps for Lakeshore Bluffs development
- Finalized redistricting ordinance for reading at Council Meeting and final approval from Council
- Completed redistricting public hearing process
- Discussed updates and next steps on public safety building
- Discussed next steps and initial tasks for the Sports Complex

Lakeshore Bluffs

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

Council Redistricting

- Presented final ward map
- Worked with town attorney to complete new voting ordinance and legal descriptions for each ward
- Completed initial reading of new voting ordinance
- Initiated and concluded public hearing process for redistricting
- Town must provide 10-day notice to Lake County Board of Elections for splitting precincts across ward boundaries
- Veridus POC: Alaina Shonkwiler Project Executive and Jack Woods Project Analyst

Public Safety Building

- Continued Weekly design coordination meetings with K2M and DS Architecture
- Completed the Program and Needs Evaluation for both Police and Fire
- Completed process to select BOT Developer GM Development / Core Construction were selected
- Completed schematic design for final review
 - Refined site design and schematic plans
 - Building elevations
 - o Renderings
 - Cost estimate Preliminary cost estimate was provided with schematic design. This will be verified by Core Construction

- Currently working on Cost estimates to confirm GMP before proceeding to design development documents
- Geotechnical survey has been completed
- Topographic and boundary survey are beginning
- Veridus POC: David Rainey Director Owners Representation

Sports Complex

- Veridus to work with Context design to produce an initial sketch showing high level fit of sports park concept
- Timeline for Master Plan is approximately 8 10 weeks with Context for Phase 1 Planning and design of similar athletics campuses occurs in the four (4) basic stages:
 - Stage I Preliminary Master Planning & Budget Forecasting proposed initial scope of work
 - Stage II Schematic Design & Cost Validation projected future scope
 - Stage III Technical Design, Construction Plans & Permitting projected future scope
 - Stage IV Construction Phase Support *projected future scope*
- Received Context quote for Phase 1 Preliminary Master Planning & Budget Forecasting \$16,800 + \$1000 for reimbursables for the below scope of work (attached):

a) Meet with Town staff and stakeholders to confirm program, caliber, and extents of the desired complex.

b) Validate short- and long-term objectives for the facility.

c) Prepare sketch concepts, organizational strategies, and develop overall campus design for discussion with the Client.

d) Incorporate feedback from the Client into a final Master Plan solution.

e) Generate a preliminary budget forecast, in conjunction with Veridus Group, based upon the approved concept direction.

f) Present the preliminary findings and preliminary budget to the Client.

g) Generate a color-rendered Master Plan that includes sports fields, auxiliary building locations,

pedestrian and vehicular circulation, parking areas, trail networks, potential entry features, and other primary functions.

h) Generate a color-rendered Phase I plan that depicts initial development investment and timeline. i) Attend up to two (2) virtual working sessions with Client to share progress updates.

j) Attend up to two (2) in-person working sessions or presentations with Client and stakeholders.

• Veridus POC: Alaina Shonkwiler - Project Executive

Building Fee Assessment

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

- Accessory buildings
- o Fences
- o Remodels
- o Demolitions
- o Garages
- o Signs
- o Decks
- Charges for photocopies of documents
- Analysis was completed July 11th and sent to Town Manager

Monon Park – Comprehensive Master Plan Update

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