



TOWN COUNCIL PUBLIC MEETING REVISED AGENDA

October 4, 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

ANNOUNCEMENT: New Planning Director

PUBLIC HEARING: Ordinance No. 1423 – Y2023 Budget – First Reading

- a. Review of Legals
- b. Opening Remarks
- c. Reading of **Ordinance No. 1423**
- d. Remonstrators
- e. Town Council Discussion
- f. Town Council Decision

PUBLIC COMMENT (*on agenda items*):

CONSENT AGENDA:

1. **Minutes:** September 20, 2022, and September 27, 2022
2. **Claims:** All Town Funds: \$200,989.83; Wastewater Operating: \$94,458.83; Water Utility: \$57,457.18; Storm Water: \$15,002.66; and Payroll: 9/29/2022 and 9/30/2022: \$247,123.15; Motion to accept and waive the reading of the Minutes, accept the Consent Agenda as listed.

BZA/Plan Commission:

1. Acceptance of a Performance Letter of Credit for Beacon Pointe West, Unit 6 **in the amount of \$207,191.88**
2. Acceptance of a Performance Letter of Credit for Beacon Pointe West, Unit 7 **in the amount of \$446,075.75**
3. Acceptance of a Performance Letter of Credit Extension for Birchwood Farms, Phase 1 extending the expiry date to October 5, 2023, **in the amount of \$565,070.19**
4. Acceptance of a Reduced Performance Letters of Credit for Cedar Lake Storage, LLC
 - a. Interior/Private Performance Letter of Credit from **\$242,741.40 to \$113,181.48**
 - b. Public Infrastructure Performance Letter of Credit from **\$11,154.00 to \$7,700.00**
5. Acceptance of a Performance Letter of Credit Extension and Amendment for Rose Garden Estates, Unit 1 **in the amount of \$6,067,696.25**, extending the expiry date to October 13, 2023, changing the Applicant's Name from "Lennar Homes of Indiana, Inc." to "Lennar Homes of Indiana, LLC", and changing the Advising Bank from "Peoples Bank SB" to "Peoples Bank"

NEW BUSINESS:

1. Sediment Dewatering Facility Pay App 2 in the amount of \$1,064,886.39

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:

PUBLIC COMMENT:

ADJOURNMENT:

PRESS SESSION:

NEXT MEETING: Tuesday, October 18, 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.

ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)
Approved by the State Board of Accounts, 2015
Prescribed by the Department of Local Government Finance

Budget Form No. 4
Generated 10/4/2022 1:25:27 PM

Ordinance / Resolution Number: 1432

Be it ordained/resolved by the **Cedar Lake Town Council** that for the expenses of **CEDAR LAKE CIVIL TOWN** for the year ending December 31, **2023** the sums herein specified are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition, for the purposes of raising revenue to meet the necessary expenses of **CEDAR LAKE CIVIL TOWN**, the property tax levies and property tax rates as herein specified are included herein. Budget Form 4-B for all funds must be completed and submitted in the manner prescribed by the Department of Local Government Finance.

This ordinance/resolution shall be in full force and effect from and after its passage and approval by the **Cedar Lake Town Council**.

Name of Adopting Entity / Fiscal Body	Type of Adopting Entity / Fiscal Body	Date of Adoption
Cedar Lake Town Council	Town Council	10/18/2022

Funds				
Fund Code	Fund Name	Adopted Budget	Adopted Tax Levy	Adopted Tax Rate
0101	GENERAL	\$7,854,695	\$4,152,275	0.4866
0180	DEBT SERVICE	\$1,500,000	\$1,500,000	0.1758
0283	LEASE RENTAL PAYMENT	\$589,000	\$575,000	0.0674
0342	POLICE PENSION	\$190,000	\$0	0.0000
0706	LOCAL ROAD & STREET	\$250,000	\$0	0.0000
0708	MOTOR VEHICLE HIGHWAY	\$631,411	\$94,304	0.0111
2379	CUMULATIVE CAPITAL IMP (CIG TAX)	\$30,000	\$0	0.0000
2391	CUMULATIVE CAPITAL DEVELOPMENT	\$407,942	\$435,329	0.0510
2430	REDEVELOPMENT - GENERAL	\$57,000	\$61,298	0.0072
2482	REDEVELOPMENT BOND	\$493,600	\$355,000	0.0416
		\$12,003,648	\$7,173,206	0.8407

Home-Ruled Funds (Not Reviewed by DLGF)		
Fund Code	Fund Name	Adopted Budget
9500	Lake County Solid Waste	\$73,035
9501	Casino Gaming	\$50,000
9502	Park Non-Reverting Operating	\$35,000
9503	Law Enforcement Continuing Education	\$29,500
9504	CEDIT	\$330,855
9506	LOIT Public Safety	\$275,000
		\$793,390

ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)
Approved by the State Board of Accounts, 2015
Prescribed by the Department of Local Government Finance

Budget Form No. 4
Generated 10/4/2022 1:25:27 PM

Name		Signature
Randell Niemeyer	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Richard Sharpe	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Robert H. Carnahan	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
John Foreman	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Julie Rivera	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Ralph Miller	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Colleen Schieben	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	

ATTEST

Name	Title	Signature
Jennifer N. Sandberg	Clerk-Treasurer	

MAYOR ACTION (For City use only)

Name		Signature	Date
	Approve <input type="checkbox"/> Veto <input type="checkbox"/>		

In accordance with IC 6-1.1-17-16(k), we state our intent to issue debt after December 1 and before January 1

Yes ☒ No ☐

In accordance with IC 6-1.1-17-16(k), we state our intent to file a shortfall appeal after December 1 and before December 31

Yes ☒ No ☐

October 4, 2022

ALL TOWN FUNDS	\$200,989.83
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WASTEWATER OPERATING	\$94,458.83
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WATER UTILITY	\$57,457.18
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STORM WATER	\$15,002.66
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PAYROLL 9-29, 9-30	\$247,123.15
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Loan Center
9204 Columbia Avenue
Munster, Indiana 46321
219.853.7500

September 23, 2022

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

Gentlemen:

Peoples Bank, at the request of Beacon Pointe of Cedar Lake, LLC has provided its Irrevocable Standby Letter of Credit No. [REDACTED] which is attached hereto in the amount of Two Hundred Seven Thousand One Hundred Ninety-One Dollars and 88/100 (\$207,191.88) dated September 23, 2022, in your favor. This will certify that Paul Rodriguez, Vice President, 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,

[REDACTED]
Gregory Bracco, SVP
Chief Business Banking Officer

Attachment: Letter of Credit No. [REDACTED]

GB/ns



Loan Center
9204 Columbia Avenue
Munster, Indiana 46321
219.853.7500

IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER'S NAME & ADDRESS:

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

Telephone: 219-853-7500

Email: prodriguez@ibankpeoples.com

BENEFICIARY:

Town of Cedar Lake
Town Council
7408 Constitution Ave.
Cedar Lake, Indiana 46303
Telephone: 219-374-7000

APPLICANT

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

SUBDIVISION/DEVELOPMENT AT ISSUE:

Beacon Pointe West, Unit 6
Cedar Lake, IN

Irrevocable Letter of Credit Number:



Total Amount: \$207,191.88
(maximum aggregate amount)

Issuance Date: September 23, 2022

Expiration Date: September 23, 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:

\$207,191.88

Undertaking. 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 Beacon Pointe West / Unit 6**" 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.

Original. 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.

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

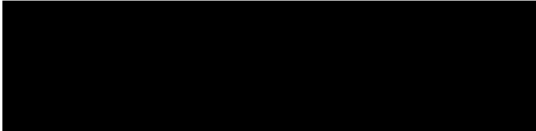
1. Personal delivery to Issuer with an acknowledged duly authorized, signed receipt;
2. Deposit in Certified U.S. Mail, postage prepaid, properly addressed; or
3. Deposit with any third-party commercial carrier for delivery, cost prepaid, properly addressed.

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

Agreed Reduction of Total Amount. Issuer will permanently reduce the Total Amount of this Irrevocable Standby Letter of Credit upon Beneficiary's presentation, from time to time, of an agreed "**Letter of Credit Reduction Approval for Beacon Pointe West / Unit 6**" in the form attached as **EXHIBIT B**. Beneficiary shall present any such agreed "Letter of Credit Reduction Approvals for Beacon Pointe West / Unit 6", 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,



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 23rd DAY OF SEPTEMBER, 2022

Sincerely,

ISSUER: PEOPLES BANK



BY:

Paul Rodriguez
Vice President, Business Banker

EXHIBIT A
SIGHT DRAFT FOR IRREVOCABLE STANDBY LETTER OF CREDIT
REGARDING BEACON POINTE WEST / UNIT 6

DATE: _____

RE: IRREVOCABLE STANDBY LETTER OF CREDIT No.: [REDACTED]

APPLICANT: Beacon Pointe of Cedar Lake, 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.com

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

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

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

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

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

TOWN OF CEDAR LAKE _____

By: _____
Name: _____
Title: _____

EXHIBIT B
LETTER OF CREDIT REDUCTION APPROVAL FOR
BEACON POINTE WEST / UNIT 7

DATE: _____

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

Number: [REDACTED]
Date of Issuance: September 23, 2022
Current Total Amount: \$207,191.88
Current Expiration Date: September 23, 2024

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

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

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

BENEFICIARY: Town of Cedar Lake
Town Council
7408 Constitution Ave.
Cedar Lake, Indiana 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 _____ Beacon Pointe West / Unit 6. Issuer is hereby authorized to reduce the Current Total Amount of the above-referenced ILOC as indicated by the attached Worksheet.

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

Town of Cedar Lake [NAME OF TOWN ENGINEER]

By:
Name:
Title:

By:
Name:
Title:

Beacon Pointe of Cedar Lake, LLC
By:
Name:
Title:

EXHIBIT B (Continued)

WORKSHEET FOR REVISED AMOUNT OF IRREVOCABLE STANDBY LETTER OF CREDIT FOR BEACON POINTE WEST / UNIT 6 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: \$207,191.88

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

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

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

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

PEOPLES BANK
9204 Columbia Avenue
Munster, Indiana 46321

Irrevocable Letter of Credit No. [REDACTED]

Subdivision/Entity: Beacon Pointe West, Unit 6
Beacon Pointe of Cedar Lake, LLC
8900 Wicker Avenue
St. John, IN 46373

Accepting the Performance Letter of Credit.

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

TOWN COUNCIL
TOWN OF CEDAR LAKE, INDIANA

By: _____

Randell C. Niemeyer
Town Council President

ATTEST:

Jennifer Sandberg, IAMC
Clerk-Treasurer



Loan Center
9204 Columbia Avenue
Munster, Indiana 46321
219.853.7500

September 23, 2022

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

Gentlemen:

Peoples Bank, at the request of Beacon Pointe of Cedar Lake, LLC has provided its Irrevocable Standby Letter of Credit No. [REDACTED], which is attached hereto in the amount of Four Hundred Forty-Six Thousand Seventy-Five Dollars and 75/100 (\$446,075.75) dated September 23, 2022, in your favor. This will certify that Paul Rodriguez, Vice President, 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,

[REDACTED]
Gregory Bracco, SVP
Chief Business Banking Officer

Attachment: Letter of Credit No. CL7624LC

GB/ns



Loan Center
9204 Columbia Avenue
Munster, Indiana 46321
219.853.7500

IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER'S NAME & ADDRESS:

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

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

BENEFICIARY:

Town of Cedar Lake
Town Council
7408 Constitution Ave.
Cedar Lake, Indiana 46303
Telephone: 219-374-7000

Irrevocable Letter of Credit Number:



APPLICANT

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

SUBDIVISION/DEVELOPMENT AT ISSUE:

Beacon Pointe West, Unit 7
Cedar Lake, IN

Total Amount: \$446,075.75
(maximum aggregate amount)

Issuance Date: September 23, 2022

Expiration Date: September 23, 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:

\$446,075.75

Undertaking. 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 Beacon Pointe West / Unit 7**" 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.

Original. 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.

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

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

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

Agreed Reduction of Total Amount. Issuer will permanently reduce the Total Amount of this Irrevocable Standby Letter of Credit upon Beneficiary's presentation, from time to time, of an agreed "**Letter of Credit Reduction Approval for Beacon Pointe West / Unit 7**" in the form attached as **EXHIBIT B**. Beneficiary shall present any such agreed "Letter of Credit Reduction Approvals for Beacon Pointe West / Unit 7", 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,



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 23rd DAY OF SEPTEMBER, 2022

Sincerely,

ISSUER: PEOPLES BANK



BY:

Paul Rodriguez
Vice President, Business Banker

EXHIBIT A
SIGHT DRAFT FOR IRREVOCABLE STANDBY LETTER OF CREDIT
REGARDING BEACON POINTE WEST / UNIT 7

DATE: _____

RE: IRREVOCABLE STANDBY LETTER OF CREDIT No.: [REDACTED]

APPLICANT: Beacon Pointe of Cedar Lake, 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.com

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

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

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

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

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

TOWN OF CEDAR LAKE _____

By: _____
Name: _____
Title: _____

EXHIBIT B
LETTER OF CREDIT REDUCTION APPROVAL FOR
BEACON POINTE WEST / UNIT 7

DATE: _____

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

Number: [REDACTED]
Date of Issuance: September 23, 2022
Current Total Amount: \$446,075.75
Current Expiration Date: September 23, 2024

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

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

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

BENEFICIARY: Town of Cedar Lake
Town Council
7408 Constitution Ave.
Cedar Lake, Indiana 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 _____ Beacon Pointe West / Unit 7. 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:**

_____ **Beacon Pointe of Cedar Lake, LLC**
By:
Name:
Title:

EXHIBIT B (Continued)

WORKSHEET FOR REVISED AMOUNT OF IRREVOCABLE STANDBY LETTER OF CREDIT FOR BEACON POINTE WEST / UNIT 7 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: \$446,075.75

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

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

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

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

PEOPLES BANK
9204 Columbia Avenue
Munster, Indiana 46321

Irrevocable Letter of Credit No. [REDACTED]

Subdivision/Entity: Beacon Pointe West, Unit 7
Beacon Pointe of Cedar Lake, LLC
8900 Wicker Avenue
St. John, IN 46373

Accepting the Performance Letter of Credit.

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

TOWN COUNCIL
TOWN OF CEDAR LAKE, INDIANA

By: _____

Randell C. Niemeyer
Town Council President

ATTEST:

Jennifer Sandberg, IAMC
Clerk-Treasurer



9701 Indianapolis Blvd.
Highland, IN 46322-2620
219.922.2406

BUSINESS BANKING

IRREVOCABLE LETTER OF CREDIT

September 20, 2022

Town of Cedar Lake
Attn: Department of Planning, Zoning and Building
7408 Constitution Avenue
Cedar Lake, IN 46303

Re: Phase 1 of the Birchwood Farms Subdivision (Hanover Development LLC) – Performance Letter of Credit

Gentlemen:

We hereby establish in your favor our Irrevocable Letter of Credit for the account of Hanover Development LLC up to an aggregate amount of Five Hundred Sixty-Five Thousand Seventy Dollars and Nineteen Cents (\$565,070.19) U.S. DOLLARS which is available by presentation of your draft(s) at sight drawn on us bearing the clause: "Drawn under Centier Bank Irrevocable Letter of Credit No. [REDACTED] dated September 20, 2022.

The original of, and any amendments to, this Letter of Credit must accompany all draws. This Letter of Credit will expire at the close of the regular business day on October 5, 2023, and such drafts and any other required documents must be presented for payment and received by us on or before such date.

We hereby engage with drawers and/or bona fide holders that drafts drawn and negotiated in conformity with the terms of this credit will be duly honored on presentation and that drafts accepted in conformity with the terms of this credit will be duly honored at maturity.

This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Indiana without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Indiana.

CENTIER BANK

[REDACTED]
BY: Jennifer L Willis
ITS: Senior Vice President

September 20, 2022

Town of Cedar Lake
Attn: Department of Planning, Zoning and Building
7408 Constitution Ave
Cedar Lake, IN 46303

Ladies and Gentlemen:

Please find attached the original Letter of Credit issued on behalf of Hanover Development LLC referred to as Number 01192.

Please acknowledge your receipt of the original document mentioned above by signing where provided below and return to Centier Bank, 600 E. 84th Avenue, Merrillville, Indiana 46410, Attention: Letter of Credit Department.

CENTIER BANK



By: Jennifer L. Willis, Senior Vice President

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

BY: Randell C. Niemeyer
Title: Town Council President

Attest By: Jennifer N. Sandberg, IAMC
Title: Clerk-Treasurer

Received this the _____ day of _____, 20____.

EXHIBIT B
LETTER OF CREDIT REDUCTION APPROVAL FOR
CEDAR LAKE STORAGE LLC

DATE: September 13, 2022

RE: IRREVOCABLE REPLACEMENT STANDBY LETTER OF CREDIT: (hereinafter, Credit)

Number: [REDACTED]
Date of Issuance: October 20, 2021
Current Total Amount: \$242,741.40
Current Expiration Date: October 20, 2024

CREDIT REDUCTION APPROVAL No. : 0001 CBBEL Project No 060015.00017

Total Amount of this Credit Reduction: \$ 129,559.92

Total Amount of Credit after this Reduction : \$ 113,181.48

APPLICANT: Cedar Lake Storage LLC
9019 W. 133rd Avenue
Cedar Lake, IN 46303

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

BENEFICIARY: Town of Cedar Lake
7408 Constitution Avenue
Cedar Lake, IN 46303

TOWN ENGINEER: Christopher B. Burke Engineering, LLC

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

Per the attached Worksheet, the new "Total Amount" of the Credit shall now equal: \$113,181.48.

Town of Cedar Lake (Beneficiary)

Christopher B. Burke Engineering LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Cedar Lake Storage LLC

By: [REDACTED]
Name: Dawn Crawford
Title: Member

EXHIBIT B (Continued)

**WORKSHEET FOR REVISED AMOUNT OF IRREVOCABLE REPLACEMENT STANDBY
LETTER OF CREDIT FOR CEDAR LAKE STORAGE LLC**

Applicant has requested the following reduction(s) in the amount of the above-referenced Irrevocable Replacement Standby Letter of Credit (*hereinafter*, Credit). **The Town Engineer** 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).

Credit Reduction Request #: 0001

Original Credit Amount: \$242,741.40

Credit Revised Amount after all prior approved reduction(s): \$ 113,181.48

Credit Revised Amount after approval of new requested reduction(s): \$ 113,181.48

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

Revised Improvements Cost Subtotal after Above-Requested New Reduction(s):
\$102,892.25

Town of Cedar Lake
 9019 W. 133rd Avenue (CL Storage)
 Recommended Performance Letter of Credit Reduction as of 09/08/2022
 LOC for Private Portions of Development
 Public Improvements Included in the 09/21 Final Plat Portion
 (CBBEL Project 060015.00017)

Description	Unit	Qty	Unit Price	Cost
Phase 1 Parking Improvements				
Aggregate Base Course - 10"	SY	2225	\$ 18.00	\$ 40,050.00
Fine Grade Subgrade/Excavation	SY	2225	\$ 1.25	\$ 2,781.25
HMA Binder Course - 3"	SY	2225	\$ 12.50	\$ 27,812.50
HMA Surface Course - 1.5"	SY	2225	\$ 8.00	\$ 17,800.00
Tack Coat	LS	1	\$ 500.00	\$ 500.00
Signage and Striping	LS	1	\$ 3,000.00	\$ 3,000.00
Roadway Improvements Subtotal				\$ 91,943.75
Phase 2 Parking Improvements				
Aggregate Base Course - 10"	SY	3487	\$ 18.00	\$ 62,766.00
Fine Grade Subgrade/Excavation	SY	3487	\$ 1.25	\$ 4,358.75
HMA Binder Course - 3"	SY	3487	\$ 12.50	\$ 43,587.50
HMA Surface Course - 1.5"	SY	3487	\$ 8.00	\$ 27,896.00
Tack Coat	LS	1	\$ 750.00	\$ 750.00
Signage and Striping	LS	1	\$ 5,000.00	\$ 5,000.00
Roadway Improvements Subtotal				\$ 144,358.25
Improvements				\$ 236,302.00
3% Inspection Fee				\$ 7,089.06
<i>(Already Installed/Inspected)</i>				\$ 133,409.75
Remaining Improvements				\$ 102,892.25
Maximum Reduction (25%) =				\$ 59,075.50
Performance LOC (110%) =				\$ 113,181.48

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

Items Fully Removed
 Items Partially Removed at Noted Amount

EXHIBIT B
LETTER OF CREDIT REDUCTION APPROVAL FOR
CEDAR LAKE STORAGE LLC

DATE: September 13, 2022

RE: IRREVOCABLE REPLACEMENT STANDBY LETTER OF CREDIT: (hereinafter, Credit)

Number: [REDACTED]
Date of Issuance: March 4, 2022
Current Total Amount: \$18,854.00
Current Expiration Date: March 4, 2023

CREDIT REDUCTION APPROVAL No.: 0001 CBBEL Project No 060015.00017

Total Amount of this Credit Reduction: \$ 11,154.00

Total Amount of Credit after this Reduction : \$ 7,700.00

APPLICANT: Cedar Lake Storage LLC
9019 W. 133rd Avenue
Cedar Lake, IN 46303

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

BENEFICIARY: Town of Cedar Lake
7408 Constitution Avenue
Cedar Lake, IN 46303

TOWN ENGINEER: Christopher B. Burke Engineering, LLC

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

Per the attached Worksheet, the new "Total Amount" of the Credit shall now equal: \$ 7,700.00.

Town of Cedar Lake (Beneficiary)

Christopher B. Burke Engineering LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Cedar Lake Storage LLC

By: [REDACTED]
Name: Dawn Crawford
Title: member

EXHIBIT B (Continued)

**WORKSHEET FOR REVISED AMOUNT OF IRREVOCABLE REPLACEMENT STANDBY
LETTER OF CREDIT FOR CEDAR LAKE STORAGE LLC**

Applicant has requested the following reduction(s) in the amount of the above-referenced Irrevocable Replacement Standby Letter of Credit (*hereinafter*, Credit). The Town Engineer 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).

Credit Reduction Request #: 0001

Original Credit Amount: \$ 18,854.00

Credit Revised Amount after all prior approved reduction(s): \$ 7,700.00

Credit Revised Amount after approval of new requested reduction(s): \$ 7,700.00

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

Revised Improvements Cost Subtotal after Above-Requested New Reduction(s):
\$7,000.00

Town of Cedar Lake
 9019 W. 133rd Avenue (CL Storage)
 Recommended Performance Letter of Credit Reduction as of 09/08/2022
 Public Improvements Included in the 09/21 Final Plat Portion
 (CBBEL Project 060015.00017)

Description	Unit	Qty	Unit Price	Cost	Partial Reduction
Roadway Improvements					
ADA Ramps/DWEs (Common)	EACH	2	\$ 500.00	\$ 1,000.00	
PCC Sidewalk - 4" with 4" Subbase	SY	70	\$ 50.00	\$ 3,500.00	
PCC Sidewalk - 8" with 4" Subbase	SY	46	\$ 100.00	\$ 4,600.00	
Aggregate Base Course - 10"	TON	68	\$ 30.00	\$ 2,040.00	
HMA Binder Course - 3"	TON	25	\$ 70.00	\$ 1,750.00	
HMA Surface Course - 1.5"	TON	14	\$ 90.00	\$ 1,260.00	
Roadway Improvements Subtotal				\$ 14,150.00	
Misc. Public Improvement Items					
Common Excavation	CY	50	\$ 25.00	\$ 1,250.00	60% \$ 750.00
Seeding/Blanket Restoration	SY	116	\$ 15.00	\$ 1,740.00	
Misc. Improvements Subtotal				\$ 2,990.00	
Improvements				\$ 17,140.00	
3% Inspection Fee				\$ 514.20	
(Already Installed/Inspected)				\$ 10,140.00	
Remaining Improvements				\$ 7,000.00	
Maximum Reduction (25%) =				\$ 4,285.00	
Performance LOC (110%) =				\$ 7,700.00	

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

Items Fully Removed
 Items Partially Removed at Noted Amount



September 8, 2022

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

Attention: Plan Commission

Subject: Cedar Lake Storage
Performance Letter of Credit Reductions
(CBBEL Project No. 060015.00017)

Dear Plan Commission Members:

Christopher B. Burke Engineering, LLC (CBBEL) completed an inspection of the Cedar Lake Storage facility located at 9019 W. 133rd Avenue based on the Owner's request for a Performance Letter of Credit reduction. The parcel has two active Performance Letters of Credit. One is related to public infrastructure located within the frontage of the parcel and the second surety is related to the phased build-out of the pavement, striping, and signage of the internal portions of the site.

Public Infrastructure Performance Letter of Credit

All items have been constructed except 82 ft. of fronting sidewalk located outside of the 133rd Drive apron with associated common excavation, butt joint and surface HMA to clean up the asphalt tie-in to the new sidewalk and other right-of-way areas, and seeding/blanket. The Performance Letter of Credit can be reduced to \$7,700.00.

Interior/Private Performance Letter of Credit

All items within Phase 1 of the development have been completed except surface HMA and signage/striping. Phase 1 development would be considered substantially complete and in accordance with the commitment to the Plan Commission to have completion by June 30, 2022. It also appears the aggregate base course has also been placed in Phase 2. Therefore, the Performance Letter of Credit can be reduced to \$113,181.48.

The modified engineer's estimates are included with this letter.

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

Sincerely,

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

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

cc: Town Manager (via email)
Planning Director (via email)
Director of Operations (via email)
Building Administrator (via email)
Town Attorney (via email)
Porters (via email)

P:\Cedar Lake\060015 Town Engineer\00017 Development Inspections\CL Storage\L060015.00017_CL Storage LOC
RED_090822.docx

Town of Cedar Lake
9019 W. 133rd Avenue (CL Storage)
Recommended Performance Letter of Credit Reduction as of 09/08/2022
Public Improvements Included in the 09/21 Final Plat Portion
(CBBEL Project 060015.00017)

Description	Unit	Qty	Unit Price	Cost	Partial Reduction	
Roadway Improvements						
<i>ADA Ramps/DWEs (Common)</i>	<i>EACH</i>	<i>2</i>	<i>\$ 500.00</i>	<i>\$ 1,000.00</i>		
PCC Sidewalk - 4" with 4" Subbase	SY	70	\$ 50.00	\$ 3,500.00		
<i>PCC Sidewalk - 8" with 4" Subbase</i>	<i>SY</i>	<i>46</i>	<i>\$ 100.00</i>	<i>\$ 4,600.00</i>		
<i>Aggregate Base Course - 10"</i>	<i>TON</i>	<i>68</i>	<i>\$ 30.00</i>	<i>\$ 2,040.00</i>		
<i>HMA Binder Course - 3"</i>	<i>TON</i>	<i>25</i>	<i>\$ 70.00</i>	<i>\$ 1,750.00</i>		
HMA Surface Course - 1.5"	TON	14	\$ 90.00	\$ 1,260.00		
Roadway Improvements Subtotal				\$ 14,150.00		
Misc. Public Improvement Items						
<i>Common Excavation</i>	<i>CY</i>	<i>50</i>	<i>\$ 25.00</i>	<i>\$ 1,250.00</i>	60%	\$ 750.00
Seeding/Blanket Restoration	SY	116	\$ 15.00	\$ 1,740.00		
Misc. Improvements Subtotal				\$ 2,990.00		
Improvements				\$ 17,140.00		
3% Inspection Fee				\$ 514.20		
(Already Installed/Inspected)				\$ 10,140.00		
Remaining Improvements				\$ 7,000.00		
Maximum Reduction (25%) =				\$ 4,285.00		
Performance LOC (110%) =				\$ 7,700.00		

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

Items Fully Removed
Items Partially Removed at Noted Amount

Town of Cedar Lake
9019 W. 133rd Avenue (CL Storage)
Recommended Performance Letter of Credit Reduction as of 09/08/2022
LOC for Private Portions of Development
Public Improvements Included in the 09/21 Final Plat Portion
(CBBEL Project 060015.00017)

Description	Unit	Qty	Unit Price	Cost
Phase 1 Parking Improvements				
<i>Aggregate Base Course - 10"</i>	SY	2225	\$ 18.00	\$ 40,050.00
<i>Fine Grade Subgrade/Excavation</i>	SY	2225	\$ 1.25	\$ 2,781.25
<i>HMA Binder Course - 3"</i>	SY	2225	\$ 12.50	\$ 27,812.50
HMA Surface Course - 1.5"	SY	2225	\$ 8.00	\$ 17,800.00
Tack Coat	LS	1	\$ 500.00	\$ 500.00
Signage and Striping	LS	1	\$ 3,000.00	\$ 3,000.00
Roadway Improvements Subtotal				\$ 91,943.75
Phase 2 Parking Improvements				
<i>Aggregate Base Course - 10"</i>	SY	3487	\$ 18.00	\$ 62,766.00
Fine Grade Subgrade/Excavation	SY	3487	\$ 1.25	\$ 4,358.75
HMA Binder Course - 3"	SY	3487	\$ 12.50	\$ 43,587.50
HMA Surface Course - 1.5"	SY	3487	\$ 8.00	\$ 27,896.00
Tack Coat	LS	1	\$ 750.00	\$ 750.00
Signage and Striping	LS	1	\$ 5,000.00	\$ 5,000.00
Roadway Improvements Subtotal				\$ 144,358.25
Improvements				\$ 236,302.00
3% Inspection Fee				\$ 7,089.06
(Already Installed/Inspected)				\$ 133,409.75
Remaining Improvements				\$ 102,892.25
Maximum Reduction (25%) =				\$ 59,075.50
Performance LOC (110%) =				\$ 113,181.48

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

Items Fully Removed

Items Partially Removed at Noted Amount



September 27, 2022

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

Attention: Jennifer Sandberg – Clerk-Treasurer

Subject: Stage 1 – Sediment Dewatering Facility
Pay Request No. 2
(CBBEL Project No. 220178)

Dear Town Council Members:

Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Pay Request #2 in the amount of \$1,183,207.09 submitted by Dyer Construction Company, Inc., Inc. (Dyer) dated September 26, 2022. Based on the completed and observed work to date, CBBEL recommends payment in the following amount:

Total Improvements:	This Estimate	To Date
Value of Work Completed:	\$1,183,207.09	\$1,446,015.99
Less Retainage:	\$118,320.70	\$144,601.60
Balance:	\$1,064,886.39	\$1,301,414.39
Less Previous Payments:	n/a	(\$236,528.00)
Amount Due This Payment:	\$1,064,886.39	\$1,064,886.39

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

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

Sincerely,

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

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

Encl.: As noted.

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

P:\Cedar Lake\220178 - SDF Construction Observation\Pay Apps\#2\SDF CBBEL Pay App Review #2_092722.docx

Christopher B. Burke Engineering, LLC

Pay Estimate Report

Invoice #2

Date: September 23, 2022

Dates: 8/22/2022 - 9/23/2022

Contract: 20-0323

Cedar Lake Dredging, Stage 1, SDF

Owner:

Town of Cedar Lake

7408 Constitution Ave.

Cedar Lake, Indiana 46303

Contractor

Dyer Construction Company, Inc

1716 Sheffield Ave.

Dyer, Indiana, 46311

Pay Item	Description	Contract QTY.	Unit	Unit Price	Contract Amount	Previous Quantity	Current Quantity	Quantity To Date	Percent Complete	Current Amount	Amount To Date
1	Mobilization and Demobilization	1.00	LS	\$60,000.00	\$60,000.00	0.60	0.00	0.60	60.0%	\$0.00	\$36,000.00
2	Construction Engineering, (Layout)	1.00	LS	\$10,000.00	\$10,000.00	0.21	0.46	0.67	67.0%	\$4,600.00	\$6,700.00
3	AS Built Survey	1.00	LS	\$10,795.45	\$10,795.45	0.00	0.00	0.00	0.0%	\$0.00	\$0.00
4	Clearing and Brushing	5.60	Acre	\$5,236.42	\$29,323.95	6.00	0.00	6.00	107.1%	\$0.00	\$31,418.52
5	Culvert and Pipe Removal	107.00	LFt	\$14.89	\$1,593.23	0.00	109.00	109.00	101.9%	\$1,623.01	\$1,623.01
6	Topsoil - Strip 9", Respread 6"	255000.00	Sys	\$0.85	\$216,750.00	123,467.00	66,533.00	190000.00	74.5%	\$56,553.05	\$161,500.00
7	Earth Excavation and Embankment	100000.00	Cys	\$4.61	\$461,000.00	15,000.00	83,000.00	98000.00	98.0%	\$382,630.00	\$451,780.00
8	Swale Construction	1550.00	LFt	\$7.21	\$11,175.50	0.00	1,550.00	1550.00	100.0%	\$11,175.50	\$11,175.50
9	Silt Fence	6000.00	LFt	\$1.43	\$8,580.00	6,000.00	0.00	6000.00	100.0%	\$0.00	\$8,580.00
10	Timber Matting	1000.00	Sys	\$55.25	\$55,250.00	0.00	1,000.00	1000.00	100.0%	\$55,250.00	\$55,250.00
11	Culvert Pipe Protection	6.00	Each	\$155.00	\$930.00	0.00	0.00	0.00	0.0%	\$0.00	\$0.00
12	Rock Check Dam	7.00	Each	\$3,753.26	\$26,272.82	0.00	0.00	0.00	0.0%	\$0.00	\$0.00
13	Erosion Control Blanket	155500.00	Sys	\$1.58	\$245,690.00	0.00	50,000.00	50000.00	32.2%	\$79,000.00	\$79,000.00
14	Heavy Duty Erosion Control Blanket	3400.00	Sys	\$6.27	\$21,318.00	0.00	3,400.00	3400.00	100.0%	\$21,318.00	\$21,318.00
15	Maintenance, Erosion Control	1.00	LS	\$5,775.64	\$5,775.64	0.21	0.00	0.21	21.0%	\$0.00	\$1,212.88
16	Restore Existing Gravel Driveway	100.00	Sys	\$21.27	\$2,127.00	0.00	45.70	45.70	45.7%	\$972.04	\$972.04
17	Gravel Haul path	16601.00	Sys	\$19.29	\$320,233.29	0.00	9,340.00	9340.00	56.3%	\$180,168.60	\$180,168.60
18	Stabilized Construction Entrance	1000.00	Sys	\$20.77	\$20,770.00	333.33	337.80	671.13	67.1%	\$7,016.11	\$13,939.37
19	HMA Patching Type B 5"	15.00	Sys	\$442.51	\$6,637.65	0.00	15.00	15.00	100.0%	\$6,637.65	\$6,637.65
20	Chain Link Fence 6'	4400.00	LFt	\$22.32	\$98,208.00	0.00	0.00	0.00	0.0%	\$0.00	\$0.00
21	Chain Link Fence 20' Gate 6'	2.00	Each	\$2,650.00	\$5,300.00	0.00	0.00	0.00	0.0%	\$0.00	\$0.00
22	Rip-Rap Revetment	3500.00	Sys	\$23.67	\$82,845.00	0.00	3,400.00	3400.00	97.1%	\$80,478.00	\$80,478.00
23	No. 2 Aggregate (Undistributed)	300.00	Ton	\$33.36	\$10,008.00	0.00	238.26	238.26	79.4%	\$7,948.35	\$7,948.35
24	Native Seeding	117000.00	Sys	\$0.33	\$38,610.00	0.00	50,000.00	50000.00	42.7%	\$16,500.00	\$16,500.00
25	INDOT Type 2 Grass Mix (Permenant)	70000.00	Sys	\$0.29	\$20,300.00	0.00	0.00	0.00	0.0%	\$0.00	\$0.00
26	Corridor Restoration	12500.00	Sys	\$1.28	\$16,000.00	0.00	416.70	416.70	3.3%	\$533.38	\$533.38
27	Existing Swale Stabilization	75.00	Sys	\$4.73	\$354.75	0.00	72.20	72.20	96.3%	\$341.51	\$341.51
28	Pipe HDPE, Type 2, Circular 12"	1085.00	LFt	\$36.83	\$39,960.55	0.00	1,080.00	1080.00	99.5%	\$39,776.40	\$39,776.40
29	Pipe RCP, Type 2, Circular 18"	130.00	LFt	\$51.18	\$6,653.40	0.00	111.00	111.00	85.4%	\$5,680.98	\$5,680.98
30	Pipe CMP, Type 2 Circular 18"	31.00	LFt	\$199.85	\$6,195.35	0.00	32.00	32.00	103.2%	\$6,395.20	\$6,395.20
31	Pipe, RCP, Type 1, Circular 24" Casing	40.00	LFT	\$192.58	\$7,703.20	0.00	40.00	40.00	100.0%	\$7,703.20	\$7,703.20
32	Pipe, RCP, Type 1, Circular 12"	160.00	LFt	\$51.61	\$8,257.60	48.00	80.00	128.00	80.0%	\$4,128.80	\$6,606.08
33	Pipe, CMP, Type 1, Circular 48"	26.00	LFt	\$546.14	\$14,199.64	0.00	40.00	40.00	153.8%	\$21,845.60	\$21,845.60
34	Boring RxR Casing Pipe Steel 24"	150.00	LFT	\$477.36	\$71,604.00	0.00	150.00	150.00	100.0%	\$71,604.00	\$71,604.00
35	Pipe HDPE, 6" UnderDrain w/ Sock & Filter	2000.00	LFT	\$30.80	\$61,600.00	0.00	1,920.00	1920.00	96.0%	\$59,136.00	\$59,136.00
36	Flared End Section , Metal 12"	2.00	Each	\$845.86	\$1,691.72	0.00	2.00	2.00	100.0%	\$1,691.72	\$1,691.72
37	Reinforced Concrete approach Slab	1.00	LS	\$2,615.70	\$2,615.70	0.00	0.00	0.00	0.0%	\$0.00	\$0.00
38	Timber Boardwalk	1.00	LS	\$37,020.56	\$37,020.56	0.00	0.00	0.00	0.0%	\$0.00	\$0.00
39	Timber Railing	1.00	LS	\$14,250.00	\$14,250.00	0.00	0.00	0.00	0.0%	\$0.00	\$0.00
40	Water Control Structure	1.00	LS	\$70,000.00	\$70,000.00	0.00	0.75	0.75	75.0%	\$52,500.00	\$52,500.00
					\$2,127,600.00					\$1,183,207.09	\$1,446,015.99

Approved By:

Owner

Original Contract Amount

\$2,127,600.00

Change Order Amount

\$0.00

Total Contract

\$2,127,600.00

Approved By:

Contractor

Work Completed to Date

\$1,446,015.99

Stored Material

\$0.00

Total Complete

\$1,446,015.99

(10%) Less Retainage

\$144,601.60

Total Less Retainage

\$1,301,414.39

Less Previous Payment

\$236,528.00

Amount Due This Payment

\$1,064,886.39

PARTIAL WAIVER OF LIEN

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

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

The undersigned, for and in consideration of

\$1,064,886.39

ONE MILLION SIXTY FOUR THOUSAND EIGHT HUNDRED EIGHTY-SIX 39/100

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

DATE: 09/26/2022

DYER CONSTRUCTION COMPANY, INC
1716 SHEFFIELD AVE
DYER, IN 46311

SIGNATURE AND TITLE: [Signature] Treasurer

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

CONTRACTOR'S AFFIDAVIT

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

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

That the total amount of the contract including extras* is \$2,127,600.00

on which he or she has received payment \$236,528.00

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

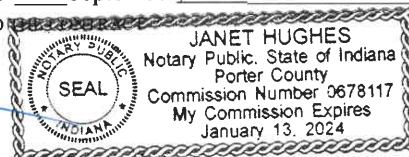
NAMES AND ADDRESS	WHAT FOR:	CONTRACT PRICE:	AMOUNT PAID:	THIS PAYMENT:	BALANCE DUE:
Dyer Construction	site development	\$2,127,600.00	\$236,528.00	\$1,064,886.39	\$826,185.61
Total labor and material including extras to complete:		\$2,127,600.00	\$236,528.00	\$1,064,886.39	\$826,185.61

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

DATE 09/26/2022 SIGNATURE & TITLE: [Signature] **TRE** Treasurer

SUBSCRIBED AND SWORN BEFORE ME THIS 26th DAY OF September, 2022

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



NOTARY PUBLIC

2205-02

Dyer Construction Company, Inc.

Pay Estimate Summary Report

Invoice # 2

Invoice Date: 09/26/2022

Dates Submitted: 08/20/2022 - 09/23/2022

Contract # 2205

Cedar Lake Dredging, Stage 1, SDF

Job: 2205

Owner

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

Contractor

Dyer Construction Company, Inc.
1716 Sheffield Avenue
Dyer, IN 46311
USA

Pay Item	Description	Contract Quantities	Unit	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
1	MOBILIZATION AND DEMOBILIZATION	1.00	LS	60,000.00	60,000.00	0.6000	0.0000	0.6000	0.00	36,000.00
2	CONSTRUCTION ENGINEERING	1.00	LS	10,000.00	10,000.00	0.2100	0.4600	0.6700	4,600.00	6,700.00
3	AS-BUILT SURVEY	1.00	LSUM	10,795.45	10,795.45	0.0000	0.0000	0.0000	0.00	0.00
4	CLEARING & BRUSHING	5.60	ACRE	5,236.42	29,323.95	6.0000	0.0000	6.0000	0.00	31,418.52
5	CULVERT/PIPE, REMOVE	107.00	LFT	14.89	1,593.23	0.0000	109.0000	109.0000	1,623.01	1,623.01
6	TOPSOIL STRIP 8", STOCKPILE, RESPREAD 6"	255,000.00	SYS	0.85	216,750.00	123,467.0000	66,533.0000	190,000.0000	56,553.05	161,500.00
7	EARTH EXCAVATION & EMBANKMENT	100,000.00	CYS	4.61	461,000.00	15,000.0000	83,000.0000	98,000.0000	382,630.00	451,780.00
8	SWALE CONSTRUCTION	1,550.00	LFT	7.21	11,175.50	0.0000	1,550.0000	1,550.0000	11,175.50	11,175.50
9	SILT FENCE	6,000.00	LFT	1.43	8,580.00	6,000.0000	0.0000	6,000.0000	0.00	8,580.00
10	TIMBER MATTING	1,000.00	SYS	55.25	55,250.00	0.0000	1,000.0000	1,000.0000	55,250.00	55,250.00
11	CULVERT PIPE PROTECTION	6.00	EACH	155.00	930.00	0.0000	0.0000	0.0000	0.00	0.00
12	ROCK CHECK DAM	7.00	EACH	3,753.26	26,272.82	0.0000	0.0000	0.0000	0.00	0.00
13	EROSION CONTROL BLANKET	155,500.00	SYS	1.58	245,690.00	0.0000	50,000.0000	50,000.0000	79,000.00	79,000.00
14	HEAVY DUTY EROSION CONTROL BLANKET	3,400.00	SYS	6.27	21,318.00	0.0000	3,400.0000	3,400.0000	21,318.00	21,318.00
15	MAINTENANCE, EROSION CONTROL	1.00	LS	5,775.64	5,775.64	0.2100	0.0000	0.2100	0.00	1,212.88
16	RESTORE EXISTING GRAVEL DRIVEWAY	100.00	SYS	21.27	2,127.00	0.0000	45.7000	45.7000	972.04	972.04
17	GRAVEL HAUL PATH	16,601.00	SYS	19.29	320,233.29	0.0000	9,340.0000	9,340.0000	180,168.60	180,168.60
18	STABILIZED CONSTRUCTION ENTRANCE (NO. 2 AGGREGATE)	1,000.00	SYS	20.77	20,770.00	333.3300	337.8000	671.1300	7,016.11	13,939.37
19	HMA PATCHING, TYPE B, 5"	15.00	SYS	442.51	6,637.65	0.0000	15.0000	15.0000	6,637.65	6,637.65
20	CHAIN LINK FENCE, 6' HEIGHT	4,400.00	LFT	22.32	98,208.00	0.0000	0.0000	0.0000	0.00	0.00
21	CHAIN LINK FENCE, 20' GATE, 6' HEIGHT	2.00	EACH	2,650.00	5,300.00	0.0000	0.0000	0.0000	0.00	0.00
22	RIP RAP, REVETMENT	3,500.00	SYS	23.67	82,845.00	0.0000	3,400.0000	3,400.0000	80,478.00	80,478.00
23	NO. 2 AGGREGATE	300.00	TON	33.36	10,008.00	0.0000	238.2600	238.2600	7,948.35	7,948.35
24	NATIVE SEEDING	117,000.00	SYS	0.33	38,610.00	0.0000	50,000.0000	50,000.0000	16,500.00	16,500.00
25	INDOT TYPE 2 GRASS MIXTURE (PERMANENT COVER SEEDIN)	70,000.00	SYS	0.29	20,300.00	0.0000	0.0000	0.0000	0.00	0.00
26	CORRIDOR RESTORATION	12,500.00	SYS	1.28	16,000.00	0.0000	416.7000	416.7000	533.38	533.38
27	EXISTING SWALE STABILIZATION	75.00	SYS	4.73	354.75	0.0000	72.2000	72.2000	341.51	341.51
28	PIPE, HDPE, TYPE 2, CIRCULAR, 12"	1,085.00	LFT	36.83	39,960.55	0.0000	1,080.0000	1,080.0000	39,776.40	39,776.40
29	PIPE, RCP, TYPE 2, CIRCULAR, 18"	130.00	LFT	51.18	6,653.40	0.0000	111.0000	111.0000	5,680.98	5,680.98
30	PIPE, CMP, TYPE 2, CIRCULAR, 18"	31.00	LFT	199.85	6,195.35	0.0000	32.0000	32.0000	6,395.20	6,395.20
31	PIPE, RCP, TYPE 1, CIRCULAR, 24" CASING	40.00	LFT	192.58	7,703.20	0.0000	40.0000	40.0000	7,703.20	7,703.20
32	PIPE, RCP, TYPE 1, CIRCULAR, 12"	160.00	LFT	51.61	8,257.60	48.0000	80.0000	128.0000	4,128.80	6,606.08

Dyer Construction Company, Inc.

Pay Estimate Summary Report

Invoice # 2

Invoice Date: 09/26/2022

Dates Submitted: 08/20/2022 - 09/23/2022

Contract # 2205

Cedar Lake Dredging, Stage 1, SDF

Job: 2205

Owner

Town of Cedar Lake

7408 Constitution Ave.

Cedar Lake, IN 46303

Contractor

Dyer Construction Company, Inc.

1716 Sheffield Avenue

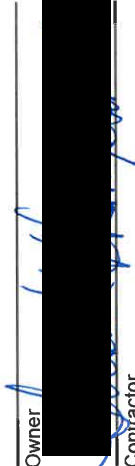
Dyer, IN 46311

USA

Pay Item	Description	Contract Quantities	Unit	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
33	PIPE, CMP, TYPE1, CIRCULAR, 48"	26.00	LFT	546.14	14,199.64	0.0000	40.0000	40.0000	21,845.60	21,845.60
34	BORING RAILROAD CASING PIPE, STEEL, CIRCULAR, 24"	150.00	LFT	477.36	71,604.00	0.0000	150.0000	150.0000	71,604.00	71,604.00
35	PIPE, HDPE, CIRCULAR, 6-IN UNDERDRAIN W/ SOCK & FI		LFT	30.80	61,600.00	0.0000	1,920.0000	1,920.0000	59,136.00	59,136.00
36	FLARED END SECTION, HDPE, 12-IN W/ GRATE	2.00	EACH	845.86	1,691.72	0.0000	2.0000	2.0000	1,691.72	1,691.72
37	REINFORCED CONCRETE APPROACH SLAB	1.00	LSUM	2,615.70	2,615.70	0.0000	0.0000	0.0000	0.00	0.00
38	TIMBER BOARDWALK	1.00	LSUM	37,020.56	37,020.56	0.0000	0.0000	0.0000	0.00	0.00
39	TIMBER RAILING	1.00	LSUM	14,250.00	14,250.00	0.0000	0.0000	0.0000	0.00	0.00
40	WATER CONTROL STRUCTURE	1.00	LSUM	70,000.00	70,000.00	0.0000	0.7500	0.7500	52,500.00	52,500.00
Original Contract Amount									2,127,600.00	
Change Order Amount									0.00	
Total Contract (\$)									2,127,600.00	
Work Completed to Date									1,446,015.99	
Stored Material									0.00	
Total Complete/Stored/Pending (\$)									1,446,015.99	
Less Retainage									144,601.60	
Total [Less Retainage] (\$)									1,301,414.39	
Adjustments									0.00	
Less Previously Requested									236,528.00	
Amount Due This Request (\$)									1,064,886.39	


Approved By:

Owner



Approved By:

Contractor



Approved By:

Approved By:

Owner

[Signature]

Approved By:

Contractor

[Signature]

Approved By: