



TOWN COUNCIL PUBLIC MEETING AGENDA

November 15, 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

PUBLIC HEARINGS:

1. **Ordinance No. 1433**, Public Way Vacation, Patriot Properties, NWI LLC (*Continued from 11-1-22*)
2. **Ordinance No. 1434** – Bay Bridge Annexation (*Introductory Reading was on 11-1-22*)

PUBLIC COMMENT (*on agenda items*):

CONSENT AGENDA:

1. **Minutes:** October 18, 2022, and October 19, 2022
2. **Claims:** All Town Funds: \$593,314.86; Wastewater Operating: \$128,711.02; Water Utility: \$36,669.56; Storm Water: \$3,121.11; Payroll: November 10, 2022 - \$340,374.98; and October Remittances: \$183,577.40
3. **Manual Journal Entries:** October 1, 2022 – October 31, 2022
4. **Donations:** Trunk or Treat Donations from Bugaboos, \$100; Fraternal Order of Eagles \$100; and Donations in Kind by Bethel Church and Kay Williams

ORDINANCES & RESOLUTIONS:

1. **Resolution No. 1325** – a Transfer Resolution

BZA/PLAN COMMISSION:

1. Extension of Performance Letter of Credit for Rose Garden, Unit 2, from December 10, 2022, to December 8, 2023, **in the amount of \$1,685,193.13**

NEW BUSINESS:

1. Ratify Agreement with Compass Minerals America, Inc for 800 tons of bulk deicing salt at the price of \$101.07 per ton (*Minimum purchase commitment of 80%, price includes delivery*)
2. Change Order No. 3 from CBBEL for the Parrish Avenue Roadway Project to Milestone for an **increase in the amount of \$222,839.46** for a new **total amount of \$1,564,223.63**
3. Pay Request No. 3 from CBBEL for the Parrish Avenue Roadway Project to Milestone **in the amount of \$381,336.56**
4. Pay Request No. from CBBEL for the Vermillion Roadway Project to Milestone **in the amount of \$915,015.73**

5. Pay Request No. 4 from CBBEL for the Highland Subdivision Roadway Project to Milestone **in the amount of \$62,978.73**
6. Reimbursement Agreement with GM Development Companies, LLC

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 Report

PUBLIC COMMENT:

ADJOURNMENT:

PRESS SESSION:

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

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

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1433

AN ORDINANCE VACATING A PUBLIC WAY IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AND ALL MATTERS RELATED THERETO.

WHEREAS, on the 12th day of October, 2022, the Owners of real property located in the Town of Cedar Lake, Lake County, Indiana, legally described in Exhibit "A" attached hereto, petitioned the Town Council of the Town of Cedar Lake, Lake County, Indiana, to vacate a parcel of platted public way 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 public way as described herein; and

WHEREAS, the Town Council has reviewed the request of the Owner for vacation of the said platted public way, and has determined that the area sought by Owner to be vacated is not necessary to the growth of the area in which it is located, or to which it is contiguous; further, that the vacation of the platted public way sought to be vacated would not eliminate the Public's access to any Church, School, or any other Public building or place; and

WHEREAS, the Town Council has further determined that the said platted public way so described is a platted public way in a residentially zoned subdivision which is not utilized by the Public in any manner, and is not anticipated as needed 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 portion of the platted public way identified on Exhibit "A", attached hereto, and located in the Town of Cedar Lake, Lake County, Indiana, be vacated, as petitioned for, subject to any conditions of approval required by the Town Council herein, if applicable.

SECTION TWO: 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

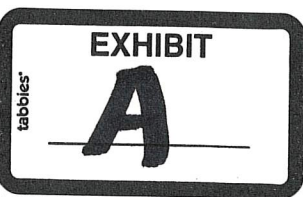
Ralph Miller, Member

Julie A. Rivera, Member

ATTEST:

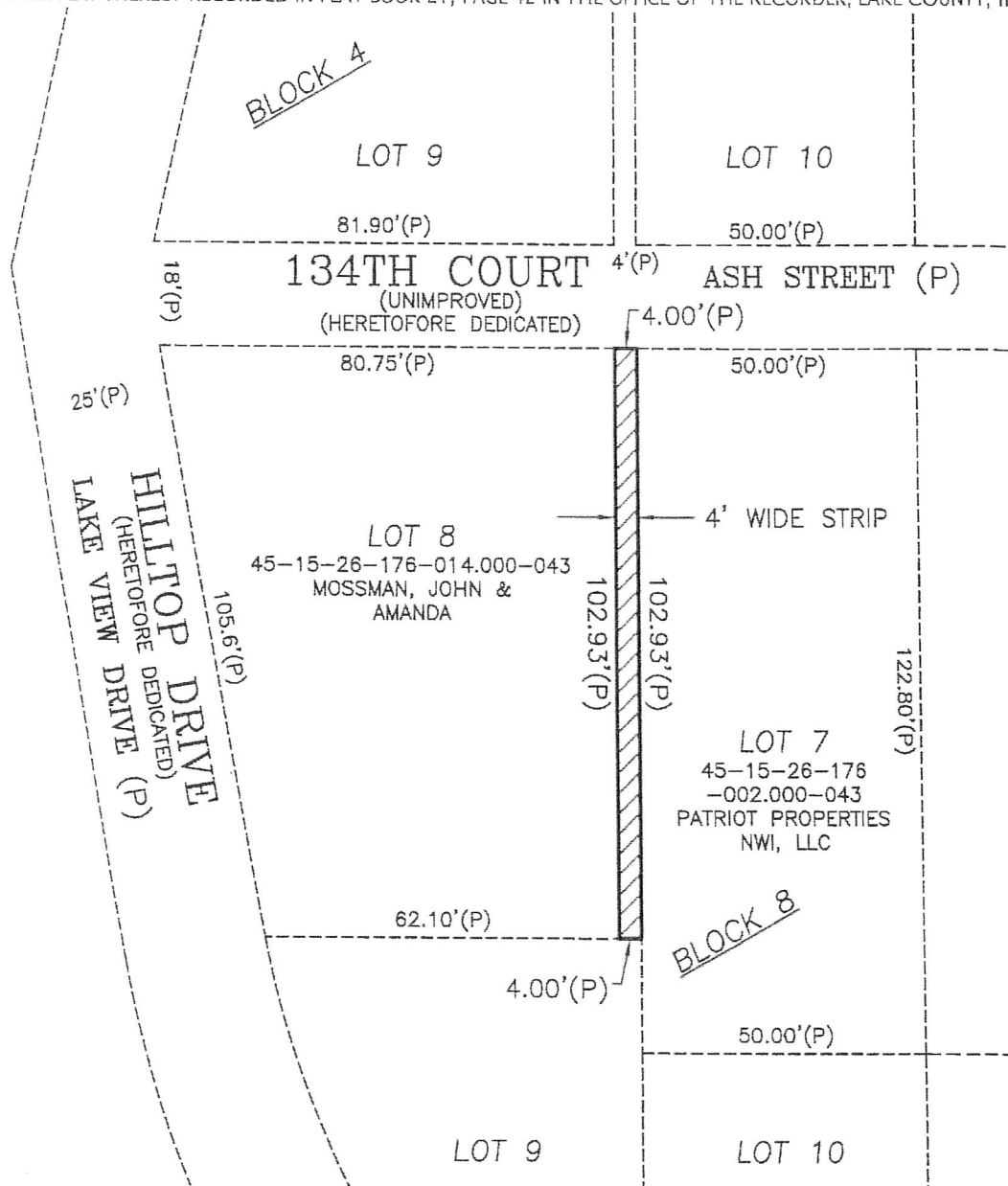
Jennifer N. Sandberg, IAMC
Clerk-Treasurer

EXHIBIT



PARCEL DESCRIPTION:

THE NORTH - SOUTH 4 FOOT WIDE STRIP BETWEEN LOTS 7 AND 8, IN BLOCK 8 OF THE RESUBDIVISION OF LOTS 1 AND 2, 69 AND 70, 89 TO 91 INCLUSIVE, 160, 161, 55 TO 377 INCLUSIVE AND 82 TO 403 INCLUSIVE OF CEDAR POINT PARK, CEDAR LAKE, BEING A RESUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 21, PAGE 42 IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA.



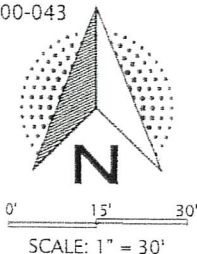
PETITIONER:

PATRIOT PROPERTIES NWI, LLC
TAX NO. 45-15-26-176-002.000-043

ADJOINER:

MOSSMAN, JON & AMANDA
TAX NO. 45-15-26-176-014.000-043

Reference Name: RECUPITO
Survey Job No: 22-1801
Drawn By: TJM
Date: 10/06/2022
2022/22-1801/
22-1801 VAC.dwg
NW 1/4, 26-34-9
LAKE COUNTY, IN



Thomas J. Michalak

(P) PER RECORD SUBDIVISION PLAT

THIS DRAWING IS NOT INTENDED TO
BE REPRESENTED AS A RETRACEMENT
OR ORIGINAL BOUNDARY SURVEY,
OR A SURVEYOR LOCATION REPORT.

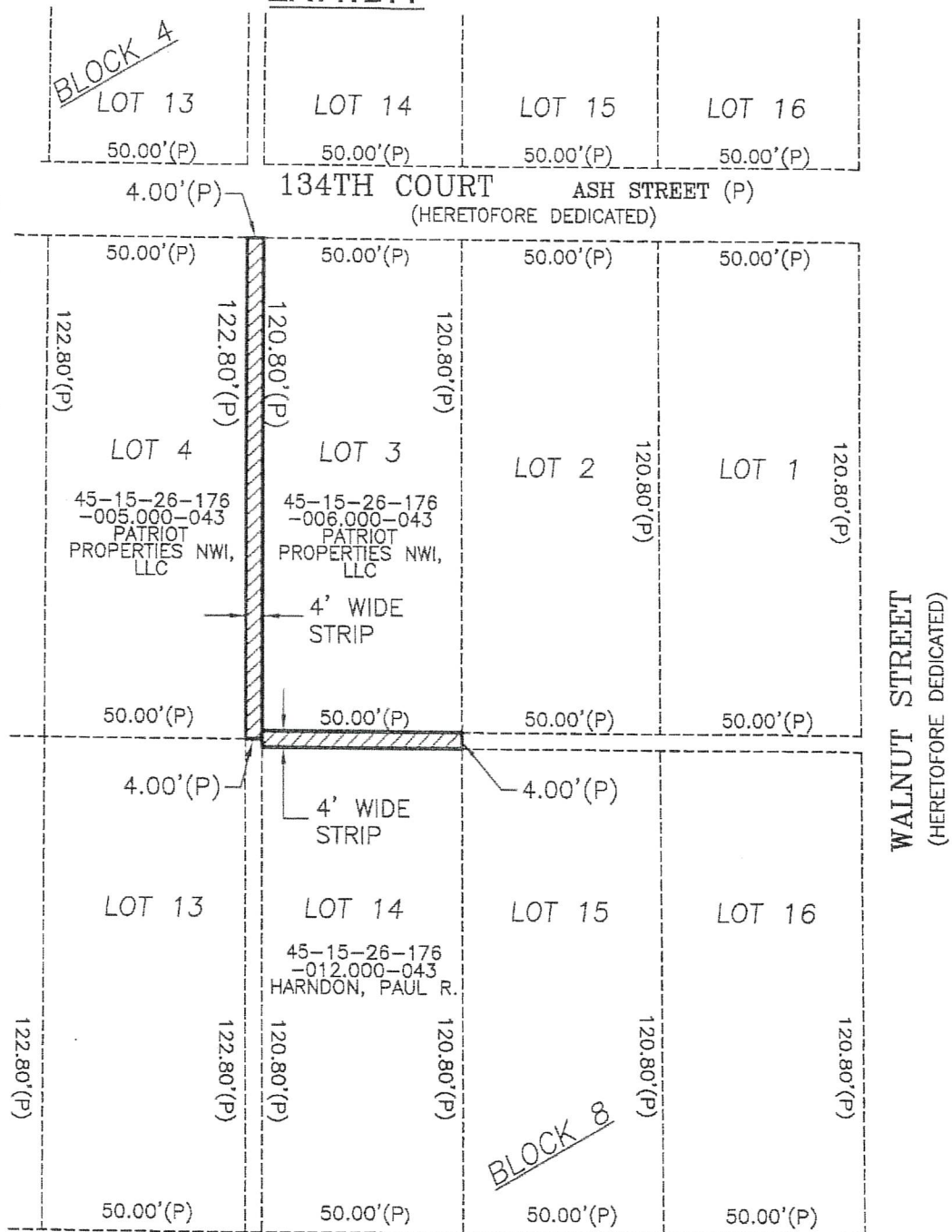
DVG TEAM, Inc
1155 Troutwine Road
Crown Point, IN 46307
Phone: (219) 662-7710
Fax: (219) 662-2740
www.dvgteam.com



EXHIBIT

PARCEL DESCRIPTION:

THE NORTH - SOUTH 4 FOOT WIDE STRIP BETWEEN LOTS 3 AND 4, TOGETHER WITH THE EAST - WEST 4 FOOT WIDE STRIP BETWEEN LOTS 3 AND 14, ALL IN BLOCK 8 OF THE RESUBDIVISION OF LOTS 1 AND 2, 69 AND 70, 89 TO 91 INCLUSIVE, 160, 161, 55 TO 377 INCLUSIVE AND 82 TO 403 INCLUSIVE OF CEDAR POINT PARK, CEDAR LAKE, BEING A RESUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 21, PAGE 42 IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA.



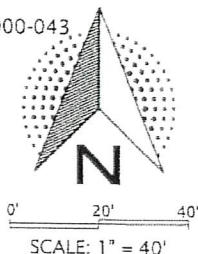
PETITIONER:

PATRIOT PROPERTIES NWI, LLC
TAX NO. 45-15-26-176-005.000-043
AND 45-15-26-176-006.000-043

ADJOINER:

HARNDON, PAUL R
TAX NO. 45-15-26-176-012.000-043

Reference Name: RECUPITO
Survey Job No: 22-1801
Drawn By: TJM
Date: 10/06/2022
2022/22-1801/
22-1801 VAC.dwg
NW 1/4, 26-34-9
LAKE COUNTY, IN



HILLTOP DRIVE
(HERETOFORE DEDICATED)
LAKE VIEW DRIVE (P)

(P) PER RECORD SUBDIVISION PLAT

THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, OR A SURVEYOR LOCATION REPORT.



Thomas J. Michalak

DVG TEAM, Inc
1155 Troutwine Road
Crown Point, IN 46307
Phone: (219) 662-7710
Fax: (219) 662-2740
www.dvgteam.com



TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO: 1434

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

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

WHEREAS, the Town Council has reviewed the Petition for Annexation to the Town of Cedar Lake for annexation of approximately 20.3202 acres of land into the Town; and

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

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

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

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

WHEREAS, the Town Council has established a Fiscal Plan by its approval of Resolution No. 1324, evidencing a definite policy showing:

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

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

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

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

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

SECTION THREE: That the subject parcel(s), as set forth on the attached Exhibit "A", shall be annexed with an RT PUD District, (Planned Unit Development) District Classification for the parcel and property.

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

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

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

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

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

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

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

Randell C. Niemeyer, President

Richard Sharpe, Vice-President

Robert H. Carnahan, Member

John C. Foreman, Member

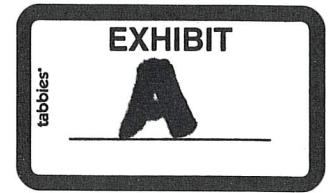
Ralph Miller, Member

Colleen Schieben, Member

Julie A. Rivera, Member

ATTEST:

Jennifer N. Sandberg, IAMC,
Clerk-Treasurer



LEGAL DESCRIPTION

ALL LOTS IN BLOCK 7, ALL LOTS IN BLOCK 8, ALL LOTS IN BLOCK 9 (EXCEPT LOTS 7, 8, 45 AND 46 THEREOF), ALL LOTS IN BLOCK 10, ALL LOTS IN BLOCK 11 (EXCEPT LOTS 7 AND 8 THEREOF), AND ALL LOTS IN BLOCK 12 IN THE SHADES ADDITION PLAT "J", BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 27, 1915 IN BOOK 12 PAGE 16, IN LAKE COUNTY, INDIANA.

ALSO, PUBLIC RIGHT OF WAYS OF THE FOLLOWING ~~STREETS~~ ADJACENT TO BLOCKS 7 THROUGH 12 IN SAID SUBDIVISION: RAYMOND AVENUE, CALFAX STREET, HAMLIN STREET, KING STREET, MYOMA STREET, KELSO STREET, CRAFTON STREET AND MONTEREY STREET.

The Town of CEDAR LAKE does hereby schedule a Public Hearing on the Petition for Annexation, pursuant to I.C. 36-4-3-1.5, on the 15th day of November 2022, at 7:00 p.m., at Cedar Lake Town Hall, located at 7408 Constitution Avenue, Cedar Lake, IN 46303. Any and all interested property owners, residents, and taxpayers may appear at said hearing to remonstrate either for or against said Petition.

November 15, 2022

ALL TOWN FUNDS	\$593,314.86
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WASTEWATER OPERATING	\$128,711.02
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WATER UTILITY	\$36,669.56
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STORM WATER	\$3,121.11
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PAYROLL 11/10/22	\$340,374.98
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OCTOBER REMITTANCES	\$183,577.40
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TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

RESOLUTION NO. 1325

A RESOLUTION AUTHORIZING 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 THEREFORE, 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;

<u>GENERAL FUND #101</u>	<u>TOTAL TRANSFERS \$38,000.00</u>
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Town Council 002	Total Transfers \$2,000.00		
	\$ 1,500.00	From: 123 – PERF	To: 212 – Postage
	\$ 500.00	From: 123 – PERF	To: 241 – Misc Supplies
Police Department 003	Total Transfers \$25,500.00		
	\$ 15,000.00	From: 119 – PTO Payout	To: 221 – Fuel
	\$ 8,000.00	From: 123 – PERF	To: 221 – Fuel
	\$ 2,500.00	From: 120 – VIPS Stipend	To: 362 – Vehicle Repairs
Fire Department 005	Total Transfers \$5,500.00		
	\$ 5,000.00	From: 361 – Vehicle Repairs	To: 221 – Fuel
	\$ 500.00	From: 322 – Travel	To: 241 – Misc Supplies
Park Maintenance 006	Total Transfers \$5,000.00		
	\$ 5,000.00	From: 113 – Rec Coordinator	To: 445 – Equip/Capital

<u>MOTOR VEHICLE HIGHWAY FUND #201</u>	<u>TOTAL TRANSFERS \$5,000.00</u>
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Town Council 002	Total Transfers \$5,000.00		
	\$ 5,000.00	From: 112 – Full-Time Crew	To: 221 – Fuel

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY,
INDIANA THIS 15th DAY OF NOVEMBER, 2022.**

Randell Niemeyer, President

Richard Sharpe, Vice President

Robert H. Carnahan

John Foreman

Julie Rivera

Ralph Miller

ATTEST:

Colleen Schieben

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



Corporate Center
9204 Columbia Avenue
Munster, Indiana 46321
219.836.4400

ADVISAL OF IRREVOCABLE STANDBY LETTER OF CREDIT AMENDMENT

ISSUER'S NAME & ADDRESS:

Bank of the West
Global Trade Operations
13300 Crossroads Pkwy N.
City of Industry, CA 91746
SC-XRD-2W-G

APPLICANT:

Lennar Homes of Indiana, LLC
1700 E. Golf Road, Suite 1100
Schaumburg, IL 60173

BENEFICIARY:

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

**SUBDIVISION/DEVELOPMENT AT
ISSUE:**

Rose Garden Estates, Unit 2
Cedar Lake, Indiana

ADVISING BANK:

Peoples Bank
9204 Columbia Avenue
Munster, IN 46321
Attention: Todd M. Scheub
President
Tel: 219-853-7575

**Irrevocable Standby Letter of Credit
Number:**



Total Amount: USD \$1,685,193.13
(maximum aggregate amount)

Issuance Date: December 10, 2020
Amendment Date: October 19, 2022

Date Advised: October 28, 2022

**Expiration Date: December 8, 2023, at Bank
of the West Office in City of Industry**

To the Above-Named Beneficiary:

We are instructed by the above-named Issuing Bank to inform you that they have amended the Irrevocable Standby Letter of Credit specified above in your favor (the "Letter of Credit") by (i) extending the expiration date to December 8, 2023, (ii) updating the Applicant's name from "Lennar

Peoples Bank – Advisal of Amendment of Bank of the West Irrevocable Standby Letter of Credit
No. [REDACTED]

October 28, 2022

2

Homes of Indiana, Inc.” to “Lennar Homes of Indiana, LLC” wherever it appears in the Letter of Credit, and (iii) updating the applicant’s address to “1700 E. Golf Road, Suite 1100, Schaumburg, IL 60173” from “1141 E. Main Street East, Dundee, IL 60118.” All other terms of the Letter of Credit remain unchanged. The attached signed original Amendment to Standby Letter of Credit is the operative instrument with respect to the extension and the Applicant name and address changes, forms an integral part of the Letter of Credit, and is to be attached thereto.

This Advisal is solely an advice of the issuance of the above-specified Amendment to Standby Letter of Credit and is provided to you without any engagement or responsibility on our part. Payment will only be made by Bank of the West in accordance with the terms and conditions set forth in the Letter of Credit as so amended.

Documents presented for payment must strictly comply with the terms of the amended Letter of Credit. In order to avoid delays in obtaining payment, carefully review the Amendment to Standby Letter of Credit. If you are unable to comply with the terms of the Letter of Credit as amended, contact the Applicant immediately to arrange for an amendment.

In the event of a draw that is presented to us as provided in the amended Letter of Credit, the original Letter of Credit, the original amendments, and an original sight draft must be presented. Upon presentation of the documents, please enclose an extra copy of the complete set of documents for our files.

This Advisal and the attached Amendment to Standby Letter of Credit are 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, and in the event of any conflict, the laws of the State of Indiana will control.

Please direct any questions to the undersigned at 219-853-7575.

Sincerely,

PEOPLES BANK

By: 

Name: Todd M. Scheub

Title: President

Enclosure (1)

2



BANK OF THE WEST
BNP PARIBAS

BANK OF THE WEST
GLOBAL TRADE OPERATIONS
13300 CROSSROADS PKWY N.
CITY OF INDUSTRY, CA 91746
SC-XRD-2W-G
SWIFT: BWSTUS66LAX

DATE: 10/19/2022

AMENDMENT TO STANDBY LETTER OF CREDIT

TO:

PEOPLES BANK
9204 COLUMBIA AVENUE
MUNSTER, IN 46321
ATTN: TODD SCHEUB

IN ALL CORRESPONDENCE PLEASE QUOTE OUR CREDIT REFERENCE NUMBER.

STANDBY L/C NO.:
AMENDMENT REF. NO.:
ISSUED DATE:

12/10/2020

BENEFICIARY:
TOWN COUNCIL
TOWN OF CEDAR LAKE
TOWN HALL
7408 CONSTITUTION AVENUE
CEDAR LAKE, IN 46303

APPLICANT:
LENNAR HOMES OF INDIANA, LLC
1700 E. GOLF ROAD, SUITE 1100
SCHAUMBURG, IL 60173

THE ABOVE STANDBY LETTER OF CREDIT HAS BEEN AMENDED AS FOLLOWS:

1. EXTEND EXPIRATION DATE TO: DECEMBER 8, 2023
2. UPDATE APPLICANT'S NAME TO: LENNAR HOMES OF INDIANA, LLC
WHEREVER THE APPLICANT NAME "LENNAR HOMES OF INDIANA, INC." APPEARS WITHIN THIS LETTER OF CREDIT, IS TO BE REPLACED WITH THE NEW NAME "LENNAR HOMES OF INDIANA, LLC"
3. UPDATE APPLICANT'S ADDRESS TO: 1700 E. GOLF ROAD, SUITE 1100 SCHAUMBURG, IL 60173

CHANGE APPLICANT'S ADDRESS
FROM:
LENNAR HOMES OF INDIANA, INC.
1141 E MAIN STREET EAST
DUNDEE, IL 60118

TO:
LENNAR HOMES OF INDIANA, LLC
1700 E. GOLF ROAD, SUITE 1100
SCHAUMBURG, IL 60173

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. THIS IS THE OPERATIVE INSTRUMENT WHICH FORMS AN INTEGRAL PART OF STANDBY LETTER OF CREDIT NO. MB60517605 AND IS TO BE ATTACHED THERETO.



BANK OF THE WEST
BNP PARIBAS

DocuSigned by:

A handwritten signature in black ink, appearing to read "Bolivar Carrillo".

DB61D397829243C...

AUTHORIZED SIGNATURE
Bolivar Carrillo

GLOBAL TRADE OPERATIONS
TEAM NO 02

DocuSigned by:

A handwritten signature in black ink, appearing to read "Marisa Suen".

7E0AE7C4958D4F4

AUTHORIZED SIGNATURE
Marisa Suen

GLOBAL TRADE OPERATIONS
TEAM NO 02

Certificate Of Completion

Envelope Id: [REDACTED]

Status: Completed

Subject: Complete with DocuSign: [REDACTED] LENNAR HOMES OF INDIANA, LLC.pdf

Source Envelope:

Document Pages: 2

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Florence Wong

AutoNav: Enabled

2527 Camino Ramon, , CA 94583

Envelope Stamping: Enabled

San Ramon, CA 94583

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

FLORENCE.WONG@bankofthewest.com

IP Address: 2001:db8:5197:7

Record Tracking

Status: Original

Holder: Florence Wong

Location: DocuSign

10/19/2022 9:34:39 AM

FLORENCE.WONG@bankofthewest.com

Signer Events

Bolivar Carrillo

Bolivar.Carrillo@bankofthewest.com

Trade Advisor - AVP

Bank of the West – E2E GTO

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Marisa Suen

Marisa.Suen@bankofthewest.com

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
[REDACTED]
DB81D397829243C...

Signature Adoption: Uploaded Signature Image
Using IP Address: 199.19.248.244

Timestamp

Sent: 10/19/2022 9:36:36 AM

Viewed: 10/19/2022 10:24:17 AM

Signed: 10/19/2022 10:25:01 AM

DocuSigned by:
[REDACTED]
7E0AF7C4958D4E4...

Signature Adoption: Uploaded Signature Image
Using IP Address: 199.19.248.244

Sent: 10/19/2022 10:25:02 AM

Viewed: 10/19/2022 11:18:35 AM

Signed: 10/19/2022 11:19:14 AM

Electronic Record and Signature Disclosure:
Accepted: 10/19/2022 11:18:35 AM
ID: bb58bb7c-4b58-4a30-a581-68a663e55327

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/19/2022 9:36:36 AM
Certified Delivered	Security Checked	10/19/2022 11:18:35 AM
Signing Complete	Security Checked	10/19/2022 11:19:14 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	10/19/2022 11:19:14 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

The undersigned hereby acknowledges receipt of the following original documents on October ____, 2022:

Peoples Bank Advisal Letter of Amendment No. 3 to BOTW Irrevocable Standby Letter of Credit

Amendment To Irrevocable Standby Letter of Credit No. [REDACTED], Amendment Ref. No. [REDACTED], issued by Bank of the West on behalf of Lennar Homes of Indiana, LLC in favor of the Town of Cedar Lake, Indiana

Certificate of Completion for Electronic Signatures- October 19, 2022

The above-listed documents were hand delivered to the Town of Cedar Lake by Todd Scheub, President of Peoples Bank.

Town of Cedar Lake

Name: _____

Title: _____

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

**Sold-To ("Buyer"):**

Wendy Schmidtke
Town of Cedar Lake-Laporte
Ap
P O Box 707
Cedar Lake, IN 46303

Date: November 02, 2022**Document:** 196652**Tel:** (219) 374-7478**Fax:** (219) 374-4449**Email:** wendy.schmidtke@cedarlakein.org**Customer #:** H702123**Preferred:** Email**Compass Minerals America Inc. ("Seller") / Quotation for bulk de-icing salt (the "Product")**

Quantity (TN)	Delivery Location	Price Per Ton (USD)	
800	Town of Cedar Lake - Laporte Dist 8550 Lake Shore Drive Cedar Lake, IN 46303	101.07	Deliver w/o/Equipment
Reserve: 0	Destination #: H615408 Delivery Lead Time: 7 days		
			Depot: Chicago - Calumet Product: THAWROX - TREATED SALT (6602) Mode of Transport: DUMP (END OR BOTTOM) Distance: 28.4 Miles

~Subject to prior sale

Buyer commits to purchasing 80% of the total Quantity listed above and to commence receiving deliveries of the Product no later than December 31. Seller may decline any orders for any reason impacting its ability to ship the Product, including (but not limited to) the availability of the Product, conditions at the terminal or production facilities, or weather conditions. The Buyer will be invoiced for any tons not taken up to the 80% (unless Seller has declined to deliver those tons).

Price(s) effective through Friday, 31 Mar 2023

Buyer agrees to pay Seller for the Product in accordance with the price and payment terms stated above and on the reverse side of this Quotation. In the event of any direct conflict between the terms stated above and the terms on the reverse side of this Quotation, the terms stated above will control.

Terms are NET 30 days from shipment with approved credit.

* This Quotation is open for acceptance for 15 days following date of issue, and supersedes any and all previous proposals and contracts. This Quotation must be signed indicating acceptance to be valid.

* Delivered price(s) via dump and based on full truck load quantities.

* Seller does not commit to a specific delivery lead time. Any lead time or amount specified above is an estimated target only. Product availability is at Seller's discretion and may take into account the delivery dates, pick-up dates and quantities of past purchases.

* Product is for bulk end use only and is not intended for blending or packaging without prior consent.

* Applicable taxes extra

* Compass Minerals America Inc. has no obligation to store the Product after 31 Mar 2023, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By;

Signature: _____

Title: _____

Name: _____

Date: _____

Jason Fritz
Highway Sales Mgr 800-323-1641 x2
Compass Minerals America Inc.

Please sign and return by fax to 913-338-7945 or e-mail highwaygroup@compassminerals.com or by mail

Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.

Terms and Conditions of Sale

1. PARTIES. "Seller" is identified in the "Remit To", "From", or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached, or "Seller" is as otherwise defined in such document. "Buyer" is identified in the "Sold To" or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. "Product" is described and identified in the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. All applicable invoices, orders, quotations and these Terms and Conditions of Sale are referred to collectively as this "Agreement".

2. OFFER. No terms in Buyer's bid, purchase order or other form shall be binding upon Seller. Seller rejects additional/different terms in such Buyer's documents. SELLER'S OFFER IS EXPRESSLY LIMITED TO AND CONDITIONED UPON BUYER'S ACCEPTANCE OF THIS AGREEMENT.

3. PRICES; TAXES. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. AMOUNTS DUE WILL BE INVOICED, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT. AT SELLER'S PRICE IN EFFECT ON THE SCHEDULED DATE OF SHIPMENT. Prices on the invoicing document are net of all applicable discounts and promotional allowances. References to "tons" mean short tons (2000 lbs.) unless otherwise specified. Any tax or other governmental charges now or hereafter levied upon production, severance, manufacture, delivery, storage, consumption, sale, use or shipment of the Product are not included in Seller's price and Buyer is solely responsible for all such taxes and charges.

4. CANCELLATION. Orders, deliveries and pick-ups may be canceled by Buyer only upon: (a) written or oral notice to Seller and accepted in writing by Seller, and (b) payment to Seller of reasonable cancellation charges to be solely determined by Seller.

5. PAYMENT; CREDIT; PAST DUE ACCOUNTS. Buyer will make payment to Seller at the time and in the currency specified on Seller's quotation or invoicing document. Seller may, in its sole judgment, require such other payment terms as Seller deems appropriate, including full or partial payment in advance of shipment or by letter of credit. Credit payment terms must have the prior approval of Seller's Credit Department and must be specified in writing on Seller's invoicing document. Whenever reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer's financial condition generally, Seller reserves the right to stop shipment on notification to Buyer and to demand payment in advance or at the time of delivery or pick-up or require reasonable assurance of payment, and in the absence thereof, to cancel, without liability, further deliveries of the Product. A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Amounts owed by Buyer for which there is no dispute will be paid without set-off for any amounts that Buyer may claim are owed by Seller. Buyer agrees to reimburse Seller for all attorney fees and court costs in connection with default of these payment terms by Buyer.

6. DELAYS. All orders, deliveries and pick-ups are subject to Seller's ability to make the Product available at the time and in the quantities specified, and Seller shall not be liable for damages for failure to make the Product available in whole or in part or at any specific time. Seller shall not be liable for delays or defaults in delivery or making the Product available for pick-up caused by forces or events not reasonably within Seller's control (such forces and events include, without limitation, delays or defaults by carriers; extreme cold weather; partial or total failure of Seller's intended production; transportation or delivery facilities; floods, fires, storms, or other acts of God; war, an act of public enemy, or civil disturbance; strikes; lock-outs; shortages of labor or raw materials and supplies (including fuel); acts or omissions of Buyer; action of any governmental authority; or any other force majeure event). Buyer shall be liable for any added expenses incurred by Seller because of Buyer's delay in furnishing requested information to Seller, delays resulting from changes requested by Buyer, or delay in unloading shipments at the delivery point that are the fault of Buyer.

7. SHIPMENT COSTS/TRANSPORTATION MATTERS. Unless otherwise specified on Seller's invoicing document, all transportation charges, including, without limitation, Seller's and carrier's charges for notification prior to delivery, demurrage, switching, detention, delay in unloading, diversion, or reconsignment shall be the sole responsibility of Buyer. Buyer will assume title and risk of loss concurrently in accordance with Seller's invoicing document. ON PASSAGE OF TITLE, BUYER IS THEN RESPONSIBLE FOR PROPER PROTECTION OF THE PRODUCT AND COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS APPLICABLE TO THE STORAGE, USE, AND HANDLING OF THE PRODUCT AND WILL INDEMNIFY SELLER AGAINST ALL CLAIMS FOR PERSONAL INJURIES OR PROPERTY DAMAGE ARISING FROM THE STORAGE, USE OR HANDLING OF THE PRODUCT. Claims for damage or shortage in transit must be made by Buyer against the carrier. Buyer has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim. If railcars are used to deliver the Products, upon transfer of the Product's risk of loss to Buyer, Buyer is solely responsible for the care, condition, damage or loss of railcars until the railcars are released empty by Buyer to the rail carrier. Without Seller's prior written approval, neither Buyer nor any of its employees or agents will divert or export any such railcar to anywhere outside the continental U.S. Even with such approval, Buyer remains fully responsible for and shall promptly reimburse Seller for all claims, losses, costs, expenses, liabilities, penalties, demands and taxes directly caused by or incidental to such use of the railcars by Buyer.

8. WARRANTY/TIME FOR MAKING CLAIMS. Seller warrants only that it will convey good title to the Product Buyer receives and that, at the time of shipment, the Product will conform to the published specifications of Seller. Seller's specifications are subject to change at any time without notice to Buyer. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE BY SELLER AND SELLER HEREBY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. Buyer must notify Seller of any claim with respect to the Product, the warranty, or any other claim under this Agreement within thirty (30) days of receipt of the Product or such claim is waived. In the event of an alleged breach hereof by Seller, the sole remedy available to Buyer on account of any defect in the Product shall be limited to the replacement of such defective Product by Seller. In the event the remedy provided herein shall be deemed to have failed its essential purpose, then Buyer shall be entitled only to a refund of the amounts paid to Seller attributable to such defective Product that Buyer receives. Subject to the notification of claim provision above, no action for breach of the contract for sale or otherwise with respect to the Product will be commenced more than one (1) year after such cause of action accrues.

9. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S LIABILITY FOR ANY CLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE NET PURCHASE PRICE ACTUALLY PAID TO SELLER ATTRIBUTABLE TO THE PRODUCT INVOLVED. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, EVEN IF SUCH CLAIM IS THE RESULT OF SELLER'S OWN NEGLIGENCE. Buyer assumes all risks and liability for any damage, loss, or penalty resulting from the use of the Product delivered hereunder in manufacturing processes of Buyer or in combination with other substances or otherwise.

10. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE PRESENT OR FUTURE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, INSURERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "INDEMNIFIED PARTIES"), FROM ALL CLAIMS, LIABILITIES, DAMAGES, DEATH (INCLUDING, WITHOUT LIMITATION, DEATH OF SELLER'S EMPLOYEES), SUITS, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), FINES, AND PENALTIES (COLLECTIVELY, "LOSSES"), IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF CAUSE ("BUYER'S INDEMNIFICATION OBLIGATION"). TO THE FULLEST EXTENT PERMISSIBLE BY LAW, BUYER'S INDEMNIFICATION OBLIGATION APPLIES EVEN IF LOSSES ARE THE RESULT OR ALLEGED RESULT OF THE NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE INDEMNIFIED PARTIES.

11. SECURITY INTEREST. Buyer grants to Seller, and Seller retains, a security interest in the Product and the proceeds thereof, until the purchase price therefor is fully paid. Seller may file any financing statements and give notice of such security interest to third parties as Seller may determine to be necessary to perfect such security interest.

12. VALID CONTRACT. Buyer warrants and represents that (a) this Agreement is a valid and enforceable contract, (b) proper authorization has been obtained for Buyer to enter into this Agreement, and (c) each individual executing this Agreement on behalf of Buyer is properly authorized to bind Buyer to the terms of this Agreement. Buyer agrees that Seller negotiated and dealt with Buyer in good faith in entering into this Agreement, and that the Product price determined by this Agreement is fair and reasonable. Payment for Products received through the notice date will not limit, in any respect, Seller's ability to recover additional amounts from Buyer for damages incurred as a result of Buyer's breach of this Agreement or the warranties and representations made by Buyer in this Agreement.

13. PROCUREMENT AND BIDDING. Buyer warrants and represents that Buyer has fully complied with all procurement and bidding laws, rules, regulations and procedures, if applicable. In the event Buyer claims that this Agreement, the underlying transaction or any provision thereof is invalid or void due to Buyer's failure to comply with any applicable requirements under state or local laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, Buyer agrees that it will timely submit payment, at the price stated in this Agreement, for all Products received through and including the date that it provides written notice to Seller of such failure. In the event that Buyer provides written notice to Seller of failure to comply with applicable laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, the parties agree that Seller will immediately cease performing under this Agreement and will provide Buyer with no further Products unless and until both parties agree in a writing separate from this Agreement.

14. EXPORT CONTROLS AND REGULATION: With regard to any Product that is of U.S. origin, Buyer acknowledges that export or reexport of any product provided by Seller is subject to U.S. export regulations. Buyer represents and warrants that it is not on, or associated with any organization on the U.S. Department of Commerce's Bureau of Industry and Security's Denied Persons List or Unverified List, or any prohibited party list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce, or the U.S. Department of State. Buyer shall not export or reexport any Compass Minerals products to any prohibited party or to any restricted country.

15. LEGAL COMPLIANCE. Buyer and its employees, representatives, and agents will: (a) comply with all applicable federal, state, provincial, local and foreign laws and regulations of any governments, governmental bodies or regulatory agencies including, without limitation, export control laws, the U.S. Foreign Corrupt Practices Act and the U.S. Patriot Act, as amended from time to time (collectively, the "Laws"); (b) will not subject Seller to any claim, penalty or loss of benefits under the Laws; and (c) will cooperate with Seller in any audit or inspection relating to the Laws. Upon Seller's request, Buyer will deliver a certificate to Seller in a form provided by Seller, certifying such matters as requested by Seller, as required by the Laws, or pertaining to Buyer's intended use of the Product as represented to Seller.

16. MISCELLANEOUS. Matters arising out of or in connection with this Agreement or a sale contemplated in connection with this Agreement will be governed by the laws of the state of Kansas, USA without regard to conflicts of law rules, and Buyer and Seller consent to the jurisdiction of Johnson County, Kansas courts. The United Nations Convention on the International Sale of Goods shall not apply to the transactions under this Agreement. The parties have expressly required that this Agreement and all documents and notices relating hereto be drafted in English. Buyer shall not assign this Agreement without Seller's prior written consent. This Agreement constitutes the entire agreement regarding the subject matter hereof, no modification may be made, unless in writing and signed by the parties; and no acknowledgment or acceptance of Buyer's purchase order or other forms containing different, additional, or conflicting terms shall have force or effect. Seller's failure to enforce any provision of this Agreement will not be a waiver of its right to enforce such provision or any other provision then or thereafter. Any provision intended to survive including, without limitation, Sections 7 through 15 (inclusive), shall survive this Agreement's termination or expiration and the consummation of the transactions contemplated hereunder. In the event any provision or part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

Date of Issuance: **October 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.R220142.00002**

Project: **Parrish Ave. Improvements Project**

Contract Name: N/A

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

Description: Poor soil conditions were encountered while constructing the proposed roadway section resulting in multiple failed proof roll tests throughout 95% of the full depth reconstruction area. Additional #2 undercut aggregate quantity (Pay Item #17) and geotextile quantity (Pay Item #20) was needed to remove these poor soils and build an adequate base for the proposed roadway to be constructed. This change order increases Pay Item #17 and #20 but eliminates Pay Item #18 since only one type of aggregate was utilized.

Attachments: CO3 Table with summary of adjusted items.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,334,390.65</u>	Original Contract Times: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ <u>6,993.52</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>1,341,384.17</u>	Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>222,839.46</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,564,223.63</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates

RECOMMENDED:
By: [REDACTED]
Engineer (if required)
Title: Town Engineer
Date: 10/12/2022


ACCEPTED:

By: _____
Owner (Authorized Signature)

Title _____

Date _____

ACCEPTED:

By:	
	Contractor (Authorized Signature)
Title	Project Manager
Date	11-7-22

Approved by Funding Agency (if applicable)

By: N/A

Title: N/A

Date:

**Town of Cedar Lake, Indiana
Parrish Ave Improvement Project**

Contractor: Milestone Contractors North, Inc.

(CBBEL Project No. 19.R220142.00002)

Change Order No. 3

Date: October 12, 2022

Summary of Adjusted Items

Item No.	Item Description	Unit	Unit Price	Original Plan Quantity	Authorization Quantity	Revised Plan Quantity	Authorization Amount	Revised Contract Amount
17	COMPACTED AGGREGATE FOR UNDERCUT BACKFILL, INDOT NO. 2 (UNDISTRIBUTED)	TON	\$ 98.00	600.00	2687.77	3287.77	\$ 263,401.46	\$ 322,201.46
18	COMPACTED AGGREGATE FOR UNDERCUT BACKFILL, INDOT NO. 53 (UNDISTRIBUTED)	TON	\$ 89.00	600.00	-600.00	0.00	\$ (53,400.00)	\$ -
20	GEOTEXTILE FOR SUBGRADE	SYS	\$ 5.00	5673.00	2567.60	8240.60	\$ 12,838.00	\$ 41,203.00
TOTAL:							\$ 222,839.46	

Awarded Contract Value: \$ 1,334,390.65
+ Previous Change Orders Value: \$ 6,993.52

= Contract Value Prior to this Change Order: \$ 1,341,384.17
+ Change Order #3 Value: \$ 222,839.46

= Current Contract Value: \$ 1,564,223.63



November 7, 2022

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

Attention: Jennifer Sandberg – Clerk-Treasurer

Subject: Parrish Ave. Improvements
Pay Request No. 3
(CBBEL Project No. 19.R220142.00002)

Dear Town Council Members:

Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Pay Request # 3 in the amount of \$381,336.56 submitted by Milestone Contractors North, Inc. dated October 28, 2022 and revised on November 4, 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:	\$ 423,707.29	\$ 1,559,538.39
Less Retainage:	\$ 42,370.73	\$ 155,953.84
Balance:	\$ 381,336.56	\$ 1,403,584.55
Less Previous Payments:	n/a	\$ 1,022,247.99
Amount Due This Payment:	\$ 381,336.56	\$ 381,336.56

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

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

Sincerely,

A black rectangular box redacting the signature of Thomas J. Gordon.

Thomas J. Gordon
Construction Engineer

Encl.: As noted.

cc: Chris Salatas – Town Manager
Margaret Abernathy – Town Administrative Assistant
Dave Beale – Milestone PM
Beth Miller – Milestone SPA
Don Oliphant, PE– CBBEL

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

JEDAR LAKE, IN
VE RECONSTRUCTION PROJECT

CONTRACTOR: Milestone Contractors North, Inc.
DATE: 11/7/2022
ESTIMATE NO. 3 (8-22-22 to 10-7-22)
PROJECT: Parrish Ave
PROJECT #: 19.R220142.00001

ESTIMATE REPORT

DESCRIPTION	CONTRACT QUANTITY	UNIT OF MEASURE	UNIT PRICE	CONTRACT COST	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY INVOICE #1	QUANTITY INVOICE #2	QUANTITY TO DATE	PERCENT UTILIZED	CONTRACT AMOUNT TO DATE		
MOBILIZATION AND DEMOBILIZATION (~5%)	1	LS	\$ 66,700.00	\$ 66,700.00	0.30	\$ 20,010.00	0.70	0.00	1.00	100.0%	\$ 66,700.00		
CONSTRUCTION ENGINEERING (~4%)	1	LS	\$ 7,000.00	\$ 7,000.00	0.25	\$ 1,750.00	0.25	0.50	1.00	100.0%	\$ 7,000.00		
CLEARING RIGHT OF WAY (~2%)	1	LS	\$ 16,000.00	\$ 16,000.00	0.25	\$ 4,000.00	0.25	0.50	1.00	100.0%	\$ 16,000.00		
TRAFFIC CONTROL	1	LS	\$ 12,500.00	\$ 12,500.00	0.25	\$ 3,125.00	0.25	0.50	1.00	100.0%	\$ 12,500.00		
TREE, PROTECT	2	EA	\$ 125.00	\$ 250.00	0.00	\$ -	0.00	0.00	0.00	0.0%	\$ -		
INLET PROTECTION	16	EA	\$ 155.00	\$ 2,480.00	8.00	\$ 1,240.00	0.00	8.00	16.00	100.0%	\$ 2,480.00		
SILT FENCE (UNDISTRIBUTED)	1250	LFT	\$ 1.46	\$ 1,825.00	0.00	\$ -	0.00	0.00	0.00	0.0%	\$ -		
MAINTENANCE OF EROSION CONTROL DEVICES	1	LS	\$ 500.00	\$ 500.00	1.00	\$ 500.00	0.00	0.00	1.00	100.0%	\$ 500.00		
PIPE, REMOVE	470	LFT	\$ 10.00	\$ 4,700.00	20.00	\$ 200.00	303.00	167.00	490.00	104.3%	\$ 4,900.00		
CONCRETE SIDEWALK, REMOVE	69	SYS	\$ 19.00	\$ 1,311.00	0.00	\$ -	37.00	37.50	74.50	108.0%	\$ 1,415.50		
CONCRETE DRIVEWAY, REMOVE	363	SYS	\$ 23.00	\$ 8,349.00	0.00	\$ -	217.50	161.50	379.00	104.4%	\$ 8,717.00		
CONCRETE CURB, REMOVE	415	LFT	\$ 14.00	\$ 5,810.00	0.00	\$ -	93.50	321.50	415.00	100.0%	\$ 5,810.00		
RIP RAP, REMVE	128	SYS	\$ 10.00	\$ 1,280.00	0.00	\$ -	0.00	128.00	128.00	100.0%	\$ 1,280.00		
EXCAVATION, COMMON	1	LS	\$ 178,900.00	\$ 178,900.00	0.25	\$ 44,725.00	0.25	0.50	1.00	100.0%	\$ 178,900.00		
B BORROW	1	LS	\$ 11,500.00	\$ 11,500.00	0.25	\$ 2,875.00	0.25	0.50	1.00	100.0%	\$ 11,500.00		
ASPHALT MILLING, 2-IN	2374	SYS	\$ 3.75	\$ 8,902.50	2,309.50	\$ 8,660.62	164.50	0.00	2,474.00	104.2%	\$ 9,277.50		
COMPACTED AGGREGATE FOR UNDERCUT BACKFILL, INDOT NO. 2	3287.77	TON	\$ 98.00	\$ 322,201.46	21.68	\$ 2,124.64	774.10	2491.99	3,287.77	100.0%	\$ 322,201.46		
COMPACTED AGGREGATE FOR UNDERCUT BACKFILL, INDOT NO. 53	0	TON	\$ 89.00	\$ -	0.00	\$ -	0.00	0.00	0.00	0.0%	\$ -		
STRUCTURAL BACKFILL, TYPE 1	877	CYS	\$ 1.00	\$ 877.00	0.00	\$ -	525.00	352.00	877.00	100.0%	\$ 877.00		
GEOTEXTILE FOR SUBGRADE	8240.60	SYS	\$ 5.00	\$ 41,203.00	0.00	\$ -	1450.00	6790.60	8,240.60	100.0%	\$ 41,203.00		
COMPACTED AGGREGATE, INDOT NO. 53 BASE	3729	TON	\$ 30.00	\$ 111,870.00	627.97	\$ 18,839.11	506.60	2996.01	4,130.58	110.8%	\$ 123,917.41		
HMA SURFACE, TYPE B	746	TON	\$ 100.50	\$ 74,973.00	806.40	\$ 81,043.20	0.00	0.00	806.40	108.1%	\$ 81,043.20		
HMA INTERMEDIATE, TYPE B	936	TON	\$ 86.00	\$ 80,496.00	420.31	\$ 36,146.66	0.00	532.46	952.77	101.8%	\$ 81,938.22		
HMA WEDGE AND LEVEL, TYPE B	30	TON	\$ 103.00	\$ 3,090.00	0.00	\$ -	0.00	0.00	0.00	0.0%	\$ -		
HMA PATCHING, TYPE B	250	TON	\$ 105.00	\$ 26,250.00	138.76	\$ 14,569.80	0.00	0.00	138.76	55.5%	\$ 14,569.80		
HMA FOR APPROACHES, TYPE B	78	SYS	\$ 45.00	\$ 3,510.00	232.30	\$ 10,453.50	0.00	0.00	232.30	297.8%	\$ 10,453.50		
ASPHALT FOR TACK COAT	7812	SYS	\$ 0.55	\$ 4,296.60	7,912.00	\$ 4,351.60	0.00	0.00	7,912.00	101.3%	\$ 4,351.60		
CONCRETE SIDEWALK, 4-IN	1136	SYS	\$ 56.00	\$ 63,616.00	824.40	\$ 46,166.40	0.00	413.70	1,238.10	109.0%	\$ 69,333.60		
CONCRETE CURB RAMP, 4-IN	58	SYS	\$ 170.00	\$ 9,860.00	49.80	\$ 8,466.00	0.00	23.50	73.30	126.4%	\$ 12,461.00		
DETECTABLE WARNING SURFACE	24	SYS	\$ 180.00	\$ 4,320.00	14.20	\$ 2,556.00	0.00	9.80	24.00	100.0%	\$ 4,320.00		
PCCP FOR APPROACHES, 6-IN	457	SYS	\$ 82.00	\$ 37,474.00	195.60	\$ 16,039.20	0.00	310.30	505.90	110.7%	\$ 41,483.80		
CONCRETE CURB AND GUTTER, 6" X 6"	4558	LFT	\$ 22.00	\$ 100,276.00	2,572.00	\$ 56,584.00	0.00	2175.20	4,747.20	104.2%	\$ 104,438.40		
CASTING, ADJUST TO GRADE, (UNDISTRIBUTED)	5	EA	\$ 300.00	\$ 1,500.00	0.00	\$ -	0.00	3.00	3.00	60.0%	\$ 900.00		
CASTING, ADJUST TO GRADE, CONCRETE, (UNDISTRIBUTED)	2	EA	\$ 1,700.00	\$ 3,400.00	0.00	\$ -	0.00	0.00	0.00	0.0%	\$ -		
CASTING, FURNISH AND ADJUST TO GRADE, (UNDISTRIBUTED)	2	EA	\$ 750.00	\$ 1,500.00	1.00	\$ 750.00	0.00	0.00	1.00	50.0%	\$ 750.00		
MAILBOX ASSEMBLY, SINGLE (UNDISTRIBUTED)	22	EA	\$ 525.00	\$ 11,550.00	2.00	\$ 1,050.00	0.00	7.00	9.00	40.9%	\$ 4,725.00		
PIPE, TYPE 2, DIP, CIRCULAR, 12"	120	LFT	\$ 115.00	\$ 13,800.00	0.00	\$ -	0.00	0.00	0.00	0.0%	\$ -		
PIPE, TYPE 2, CONCRETE, CIRCULAR, 12"	999	LFT	\$ 80.00	\$ 79,920.00	0.00	\$ -	302.50	733.50	1,036.00	103.7%	\$ 82,880.00		
PIPE, TYPE 2, CONCRETE, CIRCULAR, 15"	300	LFT	\$ 90.00	\$ 27,000.00	0.00	\$ -	298.00	0.00	298.00	99.3%	\$ 26,820.00		
PIPE, TYPE 2, CONCRETE, CIRCULAR, 18"	577	LFT	\$ 100.00	\$ 57,700.00	0.00	\$ -	571.00	0.00	571.00	99.0%	\$ 57,100.00		
PIPE, TYPE 2, PVC, CIRCULAR, 6", (UNDISTRIBUTED)	150	LFT	\$ 50.00	\$ 7,500.00	0.00	\$ -	0.00	100.00	100.00	66.7%	\$ 5,000.00		
MANHOLE, TYPE C	8	EA	\$ 3,000.00	\$ 24,000.00	0.00	\$ -	4.00	4.00	8.00	100.0%	\$ 24,000.00		
INLET, TYPE A CIRCULAR	3	EA	\$ 2,500.00	\$ 7,500.00	0.00	\$ -	2.00	1.00	3.00	100.0%	\$ 7,500.00		
INLET, TYPE J	12	EA	\$ 3,000.00	\$ 36,000.00	0.00	\$ -	6.00	6.00	12.00	100.0%	\$ 36,000.00		
LINE, THERMOPLASTIC, SOLID, WHITE, 4-IN, RECESSED	33	LFT	\$ 1.30	\$ 42.90	91.00	\$ 118.30	0.00	0.00	91.00	275.8%	\$ 118.30		
LINE, THERMOPLASTIC, SOLID, YELLOW, 4-IN, RECESSED	4490	LFT	\$ 1.30	\$ 5,837.00	4,634.00	\$ 6,024.20	0.00	0.00	4,634.00	103.2%	\$ 6,024.20		
TRANSVERSE MARKING, THERMOPLASTIC, STOP BAR, WHITE, 24-IN	142	LFT	\$ 5.50	\$ 781.00	96.00	\$ 528.00	0.00	0.00	96.00	67.6%	\$ 528.00		
TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK, WHITE, 6-IN	633	LFT	\$ 1.05	\$ 664.65	641.00	\$ 673.05	0.00	0.00	641.00	101.3%	\$ 673.05		
THERMOPLASTIC MESSAGE MARKING, "SCHOOL", WHITE	1	EA	\$ 175.00	\$ 175.00	1.00	\$ 175.00	0.00	0.00	1.00	100.0%	\$ 175.00		
THERMOPLASTIC MESSAGE MARKING, "ONLY", WHITE	1	EA	\$ 115.00	\$ 115.00	1.00	\$ 115.00	0.00	0.00	1.00	100.0%	\$ 115.00		
RESTORATION (MULCHED SEEDING TYPE U, 4 IN TOPSOIL, E.C. BLANKET)	3400	SYS	\$ 9.86	\$ 33,524.00	2,317.90	\$ 22,854.49	0.00	1644.00	3,961.90	116.5%	\$ 39,064.33		
UTILITY VERIFICATION (POTHOLING) (UNDISTRIBUTED)	6	EA	\$ 400.00	\$ 2,400.00	0.00	\$ -	6.00	8.00	14.00	233.3%	\$ 5,600.00		
WATER MAIN PIPE, REMOVE	50	LFT	\$ 100.00	\$ 5,000.00	0.00	\$ -	0.00	50.00	50.00	100.0%	\$ 5,000.00		
LINE STOP, 12 IN	1	EA	\$ 15,000.00	\$ 15,000.00	0.00	\$ -	0.00	0.00	0.00	0.0%	\$ -		
WATER MAIN, DIP 12 IN	50	LFT	\$ 200.00	\$ 10,000.00	0.00	\$ -	0.00	50.00	50.00	100.0%	\$ 10,000.00		
ADDITIONAL WATER MAIN WORK LABOR	1	LS	\$ 6,993.52	\$ 6,993.52	1.00	\$ 6,993.52	0.00	0.00	1.00	100.0%	\$ 6,993.52		
					TOTAL	\$ 423,707.29						TOTAL	\$ 1,559,538.39

Awarded Contract Value: \$ 1,334,390.65
Change Order #1 Value: \$ 6,993.52
Change Order #2 Value: \$ 222,839.46
Current Contract Value: \$ 1,564,223.63
Current Awarded CO Value: \$ 229,832.98
Projected Total CO's Value: \$ -
Percent Complete (Awarded): 116.87%
Percent Complete (Current): 99.70%

ORIGINAL CONTRACT \$ 1,334,390.65
TOTAL CHANGE ORDERS \$ 229,832.98
REVISED CONTRACT \$ 1,564,223.63
COMPLETED TO DATE \$ 1,559,538.39
RETAINAGE 10.00% \$ 155,953.84
TOTAL EARNED LESS RETAINAGE \$ 1,403,584.55
LESS PREVIOUS REQUESTS \$ 1,022,247.99
CURRENT AMOUNT DUE \$ 381,336.56



Progress Billing Detail

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

Invoice #: 228711-3
Date: 10/28/2022
Job: PARRISH AVE- CEDAR LAKE CCMG

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

Customer No: 13800
From: 8/22/2022
To: 10/7/2022
Payment Terms: NET 30
Contract: 228711-

Customer Ref:

Cont Item	Description	Units Billed				Amounts Billed			
		Contract Amount	Contract Quantity	Quantity This Period	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date
1	MOB	66,700.00	0.000	0.300	0.000	LS	0.000	20,010.00	66,700.00
2	Construction Engineering	7,000.00	0.000	0.250	0.000	LS	0.000	1,750.00	7,000.00
3	Clearing ROW	16,000.00	0.000	0.250	0.000	LS	0.000	4,000.00	16,000.00
4	Traffic Control	12,500.00	0.000	0.250	0.000	LS	0.000	3,125.00	12,500.00
5	Tree Protect	250.00	2.000	0.000	0.000	EA	125.000	0.00	0.00
6	Inlet Protection	2,480.00	16.000	8.000	16.000	EA	155.000	1,240.00	2,480.00
7	Silt Fence (undistributed)	1,825.00	1,250.000	0.000	0.000	LF	1.460	0.00	0.00
8	Maintenance of Erosion Control Devices	500.00	0.000	1.000	0.000	LS	0.000	500.00	500.00
9	Pipe, Remove	4,700.00	470.000	20.000	490.000	LF	10.000	200.00	4,900.00
10	Concrete Sidewalk, Remove	1,311.00	69.000	0.000	74.500	SY	19.000	0.00	1,415.50
11	Concrete Driveway, Remove	8,349.00	363.000	0.000	379.000	SY	23.000	0.00	8,717.00
12	Concrete Curb, Remove	5,810.00	415.000	0.000	415.000	LF	14.000	0.00	5,810.00
13	Rip Rap, Remove	1,280.00	128.000	0.000	128.000	SY	10.000	0.00	1,280.00
14	Excavation, Common	178,900.00	0.000	0.250	0.000	LS	0.000	44,725.00	178,900.00
15	B-Borrow	11,500.00	0.000	0.250	0.000	LS	0.000	2,875.00	11,500.00
16	Asphalt Milling, 2	8,902.50	2,374.000	2,309.499	2,474.000	SY	3.750	8,660.62	9,277.50
17	INDOT 2's for Undercuts (Undistributed)	58,800.00	600.000	21.680	3,287.770	TON	98.000	2,124.64	322,201.46
18	INDOT 53's for Undercuts (Undistributed)	53,400.00	600.000	0.000	0.000	TON	89.000	0.00	0.00
19	Structural Backfill, Type 1	877.00	877.000	0.000	877.000	CY	1.000	0.00	877.00
20	Geotextile for Subgrade	28,365.00	5,673.000	0.000	8,240.600	SY	5.000	0.00	41,203.00
21	Compacted Agg, INDOT 53's Base	111,870.00	3,729.000	627.970	4,130.580	TON	30.000	18,839.11	123,917.41
22	HMA Surface, Type B	74,973.00	746.000	806.400	806.400	TON	100.500	81,043.20	81,043.20
23	HMA Intermediate, Type B	80,496.00	936.000	420.310	952.770	TON	86.000	36,146.66	81,938.22
24	HMA Wedge and Level, Type B	3,090.00	30.000	0.000	0.000	TON	103.000	0.00	0.00
25	HMA Patching, Type B	26,250.00	250.000	138.760	138.760	TON	105.000	14,569.80	14,569.80
26	HMA for Approaches, Type B	3,510.00	78.000	232.300	232.300	SY	45.000	10,453.50	10,453.50
27	Asphalt for Tack Coat	4,296.60	7,812.000	7,912.000	7,912.000	SY	0.550	4,351.60	4,351.60
28	Concrete Sidewalk, 4	63,616.00	1,136.000	824.400	1,238.100	SY	56.000	46,166.40	69,333.60
29	Concrete Curb Ramp, 4	9,860.00	58.000	49.800	73.300	SY	170.000	8,466.00	12,461.00
30	Detectable Warning Surface	4,320.00	24.000	14.200	24.000	SY	180.000	2,556.00	4,320.00
31	PCCP for Approaches, 6	37,474.00	457.000	195.600	505.900	SY	82.000	16,039.20	41,483.80
32	Concrete Curb & Gutter, 6 X 6	100,276.00	4,558.000	2,572.000	4,747.200	LF	22.000	56,584.00	104,438.40
33	Casting, Adjust to Grade (Undistributed)	1,500.00	5.000	0.000	3.000	EA	300.000	0.00	900.00
34	Casting, Adjust to Grade, Concrete (Undistributed)	3,400.00	2.000	0.000	0.000	EA	1,700.000	0.00	0.00
35	Casting, Furnish & Adjust to Grade (Undistributed)	1,500.00	2.000	1.000	1.000	EA	750.000	750.00	750.00



Progress Billing Detail

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

Invoice #: 228711-3
Date: 10/28/2022
Job: PARRISH AVE- CEDAR LAKE CCMG

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

Customer No: 13800
From: 8/22/2022
To: 10/7/2022
Payment Terms: NET 30
Contract: 228711-

Customer Ref:

Cont Item	Description	Units Billed			Amounts Billed				
		Contract Amount	Contract Quantity	Quantity This Period	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date
36	Mailbox Assembly, Single (Undistributed)	11,550.00	22.000	2.000	9.000	EA	525.000	1,050.00	4,725.00
37	Pipe, Type 2, DIP, Circular, 12	13,800.00	120.000	0.000	0.000	LF	115.000	0.00	0.00
38	Pipe, Type 2, Concrete, Circular 12	79,920.00	999.000	0.000	1,036.000	LF	80.000	0.00	82,880.00
39	Pipe, Type 2, Concrete, Circular 15	27,000.00	300.000	0.000	298.000	LF	90.000	0.00	26,820.00
40	Pipe, Type 2, Concrete, Circular 18	57,700.00	577.000	0.000	571.000	LF	100.000	0.00	57,100.00
41	Pipe, Type 2, PVC, Circular, 6 (Undistributed)	7,500.00	150.000	0.000	100.000	LF	50.000	0.00	5,000.00
42	Manhole, Type C	24,000.00	8.000	0.000	8.000	EA	3,000.000	0.00	24,000.00
43	Inlet, Type A Circular	7,500.00	3.000	0.000	3.000	EA	2,500.000	0.00	7,500.00
44	Inlet, Type D	36,000.00	12.000	0.000	12.000	EA	3,000.000	0.00	36,000.00
45	Line, Thermo, Solid, White, 4, Recessed	42.90	33.000	91.000	91.000	LF	1.300	118.30	118.30
46	Line, Thermo, Solid, Yellow, 4, Recessed	5,837.00	4,490.000	4,634.000	4,634.000	LF	1.300	6,024.20	6,024.20
47	Thermo, Stop Bar, White, 24 Recessed	781.00	142.000	96.000	96.000	LF	5.500	528.00	528.00
48	Thermo, Crosswalk, White, 6 Recessed	664.65	633.000	641.000	641.000	LF	1.050	673.05	673.05
49	Thermo. Message Marking, School White	175.00	1.000	1.000	1.000	EA	175.000	175.00	175.00
50	Thermo. Message Marking, Only White	115.00	1.000	1.000	1.000	EA	115.000	115.00	115.00
51	(Mulched Seeding Type U, 4 Topsoil (Blanket)	33,524.00	3,400.000	2,317.900	3,961.900	SY	9.860	22,854.49	39,064.33
52	Utility Verification (Potholing) (Undistributed)	2,400.00	6.000	0.000	14.000	EA	400.000	0.00	5,600.00
53	Water Main Pipe, Remove	5,000.00	50.000	0.000	50.000	LF	100.000	0.00	5,000.00
54	Line Stop, 12	15,000.00	1.000	0.000	0.000	EA	15,000.000	0.00	0.00
55	Water Main, DIP 12	10,000.00	50.000	0.000	50.000	LF	200.000	0.00	10,000.00
56	WATER MAIN ADJUSTMENT	6,993.52	1.000	1.000	0.000	LSU	0.000	6,993.52	6,993.52

Total Billed This Period To Date:	423,707.29	1,559,538.39
Less Retainage:	42,370.73	155,953.84
Less Previous Applications:	0.00	1,022,247.99
Total Due This Invoice:	381,336.56	381,336.56

PARTIAL WAIVER OF LIEN

☐ Final

☒ Partial

☐ Payment to follow

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

(PARTIAL WAIVER)

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

\$381,336.56

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

(FINAL WAIVER)

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

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

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

Milestone Contractors North, Inc.
Name of Company

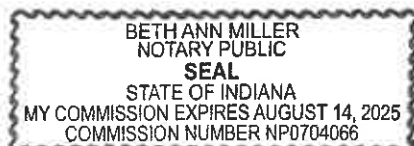
[Signature]
Signature of Authorized Representative

Witness my hand and notarial Seal, this 28th of October, 2022.

Residing in Tippecanoe County, State of Indiana. My commission expires 08/14/2025

[Signature]
Notary Signature

BETH ANN MILLER
Printed Notary Name





November 8, 2022

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

Attention: Jennifer Sandberg – Clerk-Treasurer

Subject: Vermillion-Hilltop Roadway Improvements
Pay Request No. 1
(CBBEL Project No. 19.R220142.00001)

Dear Town Council Members:

Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Pay Request # 1 in the amount of \$915,015.73 submitted by Milestone Contractors North, Inc. dated October 28, 2022 and revision received on November 7, 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:	\$ 1,016,684.15	\$ 1,016,684.15
Less Retainage:	\$ 101,668.42	\$ 101,668.42
Balance:	\$ 915,015.73	\$ 915,015.73
Less Previous Payments:	n/a	n/a
Amount Due This Payment:	\$ 915,015.73	\$ 915,015.73

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

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

Sincerely,



Thomas J. Gordon
Construction Engineer

Encl.: As noted.

cc: Chris Salatas – Town Manager
Margaret Abernathy – Town Administrative Assistant
Tim Kubiak – Town Operations Director
Don Oliphant, PE – CBBEL
Dave Beale – Milestone PM
Beth Miller – Milestone SPA

P:\Cedar Lake\220142 - 2022 Roadway Projects\Vermillion-Hilltop\Pay Apps\#1\Vermillion-Hilltop CBBEL Pay App Review #1_.docx

TOWN OF CEDAR LAKE, IN
VERMILLION-HILLTOP IMPROVEMENTS

CONTRACTOR: Milestone Contractors North, Inc.
DATE: 11/8/2022
ESTIMATE NO. 1 (8/10/22 to 10/05/22)
PROJECT: Vermillion-Hilltop Improvements
PROJECT #: 19.R220142.00001

CBBEL PAY ESTIMATE REPORT

ITEM	DESCRIPTION	CONTRACT QUANTITY	UNIT OF MEASURE	UNIT PRICE	CONTRACT COST	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY TO DATE	PERCENT UTILIZED	CONTRACT AMOUNT TO DATE
1	MOBILIZATION AND DEMOBILIZATION	1	LS	\$57,700.00	\$ 57,700.00	0.70	\$ 40,390.00	0.70	70.0%	\$ 40,390.00
2	CONSTRUCTION ENGINEERING	1	LS	\$4,800.00	\$ 4,800.00	1.00	\$ 4,800.00	1.00	100.0%	\$ 4,800.00
3	CLEARING RIGHT OF WAY	1	LS	\$11,900.00	\$ 11,900.00	1.00	\$ 11,900.00	1.00	100.0%	\$ 11,900.00
4	UTILITY VERIFICATION (POTHOLING) (UNDISTRIBUTED)	5	EACH	\$400.00	\$ 2,000.00	5.00	\$ 2,000.00	5.00	100.0%	\$ 2,000.00
5	CONCRETE DRIVEWAY, REMOVE	90	SYS	\$20.00	\$ 1,800.00	74.00	\$ 1,480.00	74.00	82.2%	\$ 1,480.00
6	PIPE, REMOVE	250	LFT	\$10.00	\$ 2,500.00	204.00	\$ 2,040.00	204.00	81.6%	\$ 2,040.00
7	DRIVEWAY CULVERT, REMOVE (UNDISTRIBUTED)	200	LFT	\$10.00	\$ 2,000.00	50.00	\$ 500.00	50.00	25.0%	\$ 500.00
8	DRAIN TILE, REMOVE (UNDISTRIBUTED)	200	LFT	\$10.00	\$ 2,000.00	0.00	\$ -	0.00	0.0%	\$ -
9	STRUCTURE, REMOVE	3	EACH	\$300.00	\$ 900.00	3.00	\$ 900.00	3.00	100.0%	\$ 900.00
10	EXCAVATION, COMMON	1	LS	\$180,000.00	\$ 180,000.00	1.00	\$ 180,000.00	1.00	100.0%	\$ 180,000.00
11	GUARDRAIL, REMOVE AND RESET	0	LFT	\$68.00	\$ -	0.00	\$ -	0.00	0.0%	\$ -
11A	GUARDRAIL, REMOVE	363	LFT	\$21.10	\$ 7,659.30	363.00	\$ 7,659.30	363.00	100.0%	\$ 7,659.30
11B	GUARDRAIL, END TREATMENT, I	2	LFT	\$3,307.50	\$ 6,615.00	0.00	\$ -	0.00	0.0%	\$ -
11C	GUARDRAIL, W-BEAM, 6 FT 3 IN SPACING	363	LFT	\$46.20	\$ 16,770.60	0.00	\$ -	0.00	0.0%	\$ -
12	ASPHALT MILLING, 2 IN	15040	SYS	\$2.80	\$ 42,112.00	15,040.00	\$ 42,112.00	15,040.00	100.0%	\$ 42,112.00
13	COMPACTED AGG., NO. 2 FOR UNDERCUT (UNDISTRIBUTED)	425	TON	\$90.00	\$ 38,250.00	232.36	\$ 20,912.40	232.36	54.7%	\$ 20,912.40
14	COMPACTED AGG., NO. 53 FOR UNDERCUT (UNDISTRIBUTED)	425	TON	\$80.00	\$ 34,000.00	0.00	\$ -	0.00	0.0%	\$ -
15	HMA PATCHING, TYPE B	680	TON	\$145.00	\$ 98,600.00	702.53	\$ 101,866.85	702.53	103.3%	\$ 101,866.85
16	SILT FENCE (UNDISTRIBUTED)	1000	LFT	\$1.46	\$ 1,460.00	0.00	\$ -	0.00	0.0%	\$ -
17	INLET PROTECTION	9	EACH	\$155.00	\$ 1,395.00	0.00	\$ -	0.00	0.0%	\$ -
18	PIPE PROTECTION	4	EACH	\$155.00	\$ 620.00	0.00	\$ -	0.00	0.0%	\$ -
19	MAINTENANCE OF EROSION CONTROL DEVICES	1	LS	\$500.00	\$ 500.00	0.00	\$ -	0.00	0.0%	\$ -
20	STRUCTURE BACKFILL, TYPE 1	100	CYS	\$1.00	\$ 100.00	100.00	\$ 100.00	100.00	100.0%	\$ 100.00
21	GEOGRID, TYPE 1	3403	SYS	\$1.41	\$ 4,798.23	3,403.00	\$ 4,798.23	3,403.00	100.0%	\$ 4,798.23
22	COMPACTED AGGREGATE NO. 53 BASE	2060	TON	\$34.00	\$ 70,040.00	2,089.06	\$ 71,028.04	2,089.06	101.4%	\$ 71,028.04
23	HMA WEDGE AND LEVEL, TYPE B	200	TON	\$115.00	\$ 23,000.00	88.40	\$ 10,166.00	88.40	44.2%	\$ 10,166.00
24	HMA INTERMEDIATE, TYPE B	500	TON	\$87.00	\$ 43,500.00	498.15	\$ 43,339.05	498.15	99.6%	\$ 43,339.05
25	HMA SURFACE, TYPE B	2000	TON	\$101.00	\$ 202,000.00	2,097.18	\$ 211,815.18	2,097.18	104.9%	\$ 211,815.18
26	ASPHALT FOR TACK COAT	17920	SYS	\$0.50	\$ 8,960.00	17,920.00	\$ 8,960.00	17,920.00	100.0%	\$ 8,960.00
27	RESTORATION (MULCHED SEEDING U, TOP SOIL 4 IN, EROSION CONTROL BLANKET)	1050	SYS	\$9.86	\$ 10,353.00	0.00	\$ -	0.00	0.0%	\$ -
28	TURF REINFORCEMENT MAT (UNDISTRIBUTED)	100	SYS	\$12.20	\$ 1,220.00	0.00	\$ -	0.00	0.0%	\$ -
29	CONCRETE CURB AND GUTTER, 6" X 6"	1990	LFT	\$22.00	\$ 43,780.00	1,980.00	\$ 43,560.00	1,980.00	99.5%	\$ 43,560.00
30	CONCRETE CURB AND GUTTER, ROLL CURB	143	LFT	\$30.00	\$ 4,290.00	137.00	\$ 4,110.00	137.00	95.8%	\$ 4,110.00
31	CURB TURNOUT, CONCRETE	1	EACH	\$1,250.00	\$ 1,250.00	1.00	\$ 1,250.00	1.00	100.0%	\$ 1,250.00
32	HMA FOR APPROACHES, TYPE B	1039	SYS	\$45.00	\$ 46,755.00	877.60	\$ 39,492.00	877.60	84.5%	\$ 39,492.00
33	PCCP FOR APPROACHES, 6 IN	114	SYS	\$82.00	\$ 9,348.00	81.45	\$ 6,678.90	81.45	71.4%	\$ 6,678.90
34	RIPRAP, REVETMENT	45	SYS	\$80.00	\$ 3,600.00	50.00	\$ 4,000.00	50.00	111.1%	\$ 4,000.00
35	MAILBOX ASSEMBLY, SINGLE (UNDISTRIBUTED)	10	EACH	\$575.00	\$ 5,750.00	0.00	\$ -	0.00	0.0%	\$ -
36	CASTING, FURNISH AND ADJUST TO GRADE	21	EACH	\$750.00	\$ 15,750.00	2.00	\$ 1,500.00	2.00	9.5%	\$ 1,500.00
37	PIPE, TYPE 1 CONCRETE, CIRCULAR, 48 IN	45	LFT	\$300.00	\$ 13,500.00	48.00	\$ 14,400.00	48.00	106.7%	\$ 14,400.00
38	PIPE, TYPE 2 PVC, CIRCULAR, 6" (UNDISTRIBUTED)	100	LFT	\$50.00	\$ 5,000.00	0.00	\$ -	0.00	0.0%	\$ -
39	PIPE, TYPE 2 HDPE, CIRCULAR, 8 IN	8	LFT	\$75.00	\$ 600.00	8.00	\$ 600.00	8.00	100.0%	\$ 600.00
40	PIPE, TYPE 2 CONCRETE, CIRCULAR, 12 IN	310	LFT	\$80.00	\$ 24,800.00	253.00	\$ 20,240.00	253.00	81.6%	\$ 20,240.00
41	PIPE, TYPE 3 DIP, CIRCULAR, 12 IN (UNDISTRIBUTED)	200	LFT	\$115.00	\$ 23,000.00	112.00	\$ 12,880.00	112.00	56.0%	\$ 12,880.00
42	PIPE END SECTION, PRECAST CONC., 12 IN, W/GRATE	4	EACH	\$2,000.00	\$ 8,000.00	4.00	\$ 8,000.00	4.00	100.0%	\$ 8,000.00
43	INLET, TYPE I	2	EACH	\$2,500.00	\$ 5,000.00	2.00	\$ 5,000.00	2.00	100.0%	\$ 5,000.00
44	INLET, TYPE J	4	EACH	\$2,500.00	\$ 10,000.00	4.00	\$ 10,000.00	4.00	100.0%	\$ 10,000.00
45	MANHOLE, TYPE C	2	EACH	\$3,500.00	\$ 7,000.00	2.00	\$ 7,000.00	2.00	100.0%	\$ 7,000.00
46	TRENCH DRAIN W/ GRATE	44	LFT	\$350.00	\$ 15,400.00	45.00	\$ 15,750.00	45.00	102.3%	\$ 15,750.00
47	SWALE RECONSTRUCTION AND RESTORATION	200	LFT	\$28.50	\$ 5,700.00	303.00	\$ 8,635.50	303.00	151.5%	\$ 8,635.50
48	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN, RECESSED	10695	LFT	\$1.30	\$ 13,903.50	13,568.00	\$ 17,638.40	13,568.00	126.9%	\$ 17,638.40
49	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN, RECESSED	9107	LFT	\$1.30	\$ 11,839.10	8,986.00	\$ 11,681.80	8,986.00	98.7%	\$ 11,681.80
50	TRANSVERSE MARKING, THERMOPLASTIC, STOP BAR, WHITE, 24 IN	60	LFT	\$5.50	\$ 330.00	91.00	\$ 500.50	91.00	151.7%	\$ 500.50
51	TRAFFIC CONTROL	1	LS	\$17,000.00	\$ 17,000.00	1.00	\$ 17,000.00	1.00	100.0%	\$ 17,000.00
						TOTAL	\$ 1,016,684.15	TOTAL	\$	1,016,684.15
						Awarded Contract Value: \$ 1,154,083.83				
						Change Order #1 Value: \$ 15,064.90				
						Current Contract Value: \$ 1,169,148.73				
						Current Awarded CO Value: \$ 15,064.90				
						Projected Total CO's Value: \$ -				
						Percent Complete (Awarded): 88.09%				
						Percent Complete (Current): 86.96%				
						ORIGINAL CONTRACT \$ 1,154,083.83				
						TOTAL CHANGE ORDERS \$ 15,064.90				
						REVISED CONTRACT \$ 1,169,148.73				
						COMPLETED TO DATE \$ 1,016,684.15				
						RETAINAGE 10.00% \$ 101,668.42				
						TOTAL EARNED LESS RETAINAGE \$ 915,015.73				
						LESS PREVIOUS REQUESTS \$ -				
						CURRENT AMOUNT DUE \$ 915,015.73				



Milestone Contractors North, Inc.
Griffith Indiana

INVOICE

Invoice: 228712-01
Invoice Date: 10/28/2022
Project: VERMILLION/HILLTOP
CEDAR LAKE CCMG
Our Contract No: 228712
Payment Terms: NET 30
Page: 1 of 2

TOWN OF CEDAR LAKE
7408 CONSTITUTION AVE.
PO BOX 707
CEDAR LAKE, IN 46303

PLEASE REMIT TO:
1700 EAST MAIN STREET
GRIFFITH IN 46319

Cont Item	Description	Contract Amount	Contract Quantity	Quantity This Period	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date
1	MOB	57,700.00	1.000	0.700	0.700	LS	57,700.000	\$40,390.00	\$40,390.00
2	Construction Engineering	4,800.00	1.000	1.000	1.000	LS	4,800.000	\$4,800.00	\$4,800.00
3	Clearing of ROW	11,900.00	1.000	1.000	1.000	LS	11,900.000	\$11,900.00	\$11,900.00
4	Utility Verification (Potholing) (Undistributed)	2,000.00	5.000	5.000	5.000	EA	400.000	\$2,000.00	\$2,000.00
5	Concrete Driveway, Remove	1,800.00	90.000	74.000	74.000	SY	20.000	\$1,480.00	\$1,480.00
6	Pipe, Remove	2,500.00	250.000	204.000	204.000	LF	10.000	\$2,040.00	\$2,040.00
7	Driveway Culvert, Remove (Undistributed)	2,000.00	200.000	50.000	50.000	LF	10.000	\$500.00	\$500.00
8	Drain Tile, Remove (Undistributed)	2,000.00	200.000	0.000	0.000	LF	10.000	\$0.00	\$0.00
9	Structure, Remove	900.00	3.000	3.000	3.000	EA	300.000	\$900.00	\$900.00
10	Excavation, Common	180,000.00	1.000	1.000	1.000	LS	180,000.000	\$180,000.00	\$180,000.00
11	Guardrail, Remove & Reset	0.00	0.000	0.000	0.000	LF	0.000	\$0.00	\$0.00
11A	Guardrail Remove	363.00	363.000	363.000	363.000	LF	21.100	\$7,659.30	\$7,659.30
11B	Guardrail End Treatment I	2.00	2.000	0.000	0.000	LF	3,307.500	\$0.00	\$0.00
11C	Guardrail - W-Beam, 6 FT 3 IN Spacing	363.00	363.000	0.000	0.000	LF	46.200	\$0.00	\$0.00
12	Asphalt Milling, 2	42,112.00	15,040.000	15,040.000	15,040.000	SY	2.800	\$42,112.00	\$42,112.00
13	Compacted Agg. 2's for Undercut (Undistributed)	38,250.00	425.000	232.360	232.360	TON	90.000	\$20,912.40	\$20,912.40
14	Compacted Agg. 53's for Undercut (Undistributed)	34,000.00	425.000	0.000	0.000	TON	80.000	\$0.00	\$0.00
15	HMA Patching, Type B	98,600.00	680.000	702.530	702.530	TON	145.000	\$101,866.85	\$101,866.85
16	Silt Fence (Undistributed)	1,460.00	1,000.000	0.000	0.000	LF	1.460	\$0.00	\$0.00
17	Inlet Protection	1,395.00	9.000	0.000	0.000	EA	155.000	\$0.00	\$0.00
18	Pipe Protection	620.00	4.000	0.000	0.000	EA	155.000	\$0.00	\$0.00
19	Maintenance of Erosion Control Devices	500.00	0.000	0.000	0.000	LS	0.000	\$0.00	\$0.00
20	Structure Backfill, Type 1	100.00	100.000	100.000	100.000	CY	1.000	\$100.00	\$100.00
21	Geogrid, Type 1	4,798.23	3,403.000	3,403.000	3,403.000	SY	1.410	\$4,798.23	\$4,798.23
22	Compacted Aggregate 53's Base	70,040.00	2,060.000	2,089.060	2,089.060	TON	34.000	\$71,028.04	\$71,028.04
23	HMA Wedge and Level, Type B	23,000.00	200.000	88.400	88.400	TON	115.000	\$10,166.00	\$10,166.00
24	HMA Intermediate, Type B	43,500.00	500.000	498.150	498.150	TON	87.000	\$43,339.05	\$43,339.05
25	HMA Surface, Type B	202,000.00	2,000.000	2,097.180	2,097.180	TON	101.000	\$211,815.18	\$211,815.18
26	Asphalt for Tack Coat	8,960.00	17,920.000	17,920.000	17,920.000	SY	0.500	\$8,960.00	\$8,960.00
27	Restoration (Mulched Seeding U, Topsoil 4)	10,353.00	1,050.000	0.000	0.000	SY	9.860	\$0.00	\$0.00
28	Turf Reinforcement Mat (Undistributed)	1,220.00	100.000	0.000	0.000	SY	12.200	\$0.00	\$0.00
29	Concrete Curb & Gutter 6 X 6	43,780.00	1,990.000	1,980.000	1,980.000	LF	22.000	\$43,560.00	\$43,560.00
30	Concrete Curb & Gutter, Roll Curb	4,290.00	143.000	137.000	137.000	LF	30.000	\$4,110.00	\$4,110.00
31	Curb Turnout, Concrete	1,250.00	1.000	1.000	1.000	EA	1,250.000	\$1,250.00	\$1,250.00



Milestone Contractors North, Inc.
Griffith Indiana

INVOICE

TOWN OF CEDAR LAKE
7408 CONSTITUTION AVE.
PO BOX 707
CEDAR LAKE, IN 46303

Invoice: 228712-01
Invoice Date: 10/28/2022
Project: VERMILLION/HILLTOP
CEDAR LAKE CCMG
Our Contract No: 228712
Payment Terms: NET 30
Page: 2 of 2

PLEASE REMIT TO:
1700 EAST MAIN STREET
GRIFFITH IN 46319

Cont Item	Description	Contract Amount	Contract Quantity	Quantity This Period	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date
32	HMA For Approaches, Type B	46,755.00	1,039.000	877.600	877.600	SY	45.000	\$39,492.00	\$39,492.00
33	PCCP For Approaches, 6	9,348.00	114.000	81.450	81.450	SY	82.000	\$6,678.90	\$6,678.90
34	Riprap, Revetment	3,600.00	45.000	50.000	50.000	SY	80.000	\$4,000.00	\$4,000.00
35	Mailbox Assembly, Single (Undistributed)	5,750.00	10.000	0.000	0.000	EA	575.000	\$0.00	\$0.00
36	Casting, Furnish & Adjust to Grade	15,750.00	21.000	2.000	2.000	EA	750.000	\$1,500.00	\$1,500.00
37	Pipe, Type 1 Concrete, Circular, 48	13,500.00	45.000	48.000	48.000	LF	300.000	\$14,400.00	\$14,400.00
38	Pipe, Type 2 PVC, Circular, 6 (Undistributed)	5,000.00	100.000	0.000	0.000	LF	50.000	\$0.00	\$0.00
39	Pipe, Type 2 HDPE, Circular, 8	600.00	8.000	8.000	8.000	LF	75.000	\$600.00	\$600.00
40	Pipe, Type 2 HDPE, Circular, 12	24,800.00	310.000	253.000	253.000	LF	80.000	\$20,240.00	\$20,240.00
41	Pipe, Type 3, DIP, Circular, 12 (Undistributed)	23,000.00	200.000	112.000	112.000	LF	115.000	\$12,880.00	\$12,880.00
42	Pipe End Section, Precast Conc. 12 W/Grate	8,000.00	4.000	4.000	4.000	EA	2,000.000	\$8,000.00	\$8,000.00
43	Inlet, Type I	5,000.00	2.000	2.000	2.000	EA	2,500.000	\$5,000.00	\$5,000.00
44	Inlet, Type D	10,000.00	4.000	4.000	4.000	EA	2,500.000	\$10,000.00	\$10,000.00
45	Manhole, Type C	7,000.00	2.000	2.000	2.000	EA	3,500.000	\$7,000.00	\$7,000.00
46	Trench Drain W/Grate	15,400.00	44.000	45.000	45.000	LF	350.000	\$15,750.00	\$15,750.00
47	Swale Reconstruction & Restoration (Undistributed)	5,700.00	200.000	303.000	303.000	LF	28.500	\$8,635.50	\$8,635.50
48	Line, Thermo, Solid, Yellow, 4 Recessed	13,903.50	10,695.000	13,568.000	13,568.000	LF	1.300	\$17,638.40	\$17,638.40
49	Line, Thermo, Solid, White, 4 Recessed	11,839.10	9,107.000	8,986.000	8,986.000	LF	1.300	\$11,681.80	\$11,681.80
50	Line, Thermo, Stop Bar, White, 24 Recessed	330.00	60.000	91.000	91.000	LF	5.500	\$500.50	\$500.50
51	Traffic Control	17,000.00	1.000	1.000	1.000	LS	17,000.000	\$17,000.00	\$17,000.00

TOTALBILLED THIS PERIOD TO DATE:	\$1,016,684.15	\$1,016,684.15
LESS RETAINAGE	\$101,668.42	\$101,668.42
LESS PREVIOUS APPLICATIONS	\$0.00	\$0.00
TOTAL DUE THIS INVOICE	\$915,015.73	\$915,015.73

PARTIAL WAIVER OF LIEN

☐ Final

☒ Partial

☐ Payment to follow

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

(PARTIAL WAIVER)

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

\$915,015.73

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

(FINAL WAIVER)


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

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

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


Milestone Contractors North, Inc.

Name of Company


Signature of Authorized Representative

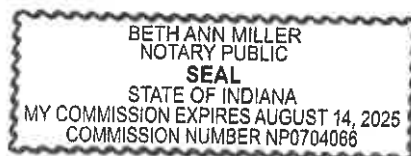
Witness my hand and notarial Seal, this 28th of October, 2022.

Residing in Tippecanoe County, State of Indiana. My commission expires 08/14/2025


Notary Signature

BETH ANN MILLER

Printed Notary Name





November 9, 2022

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

Attention: Jennifer Sandberg – Clerk-Treasurer

Subject: Highland Subdivision Improvements
Pay Request No. 4
(CBBEL Project No. 19.R220142.00001)

Dear Town Council Members:

Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Pay Request # 4 in the amount of \$62,978.73 submitted by Milestone Contractors North, Inc. dated October 12, 2022 with revision received November 8, 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:	\$ 69,976.36	\$ 623,848.50
Less Retainage:	\$ 6,997.63	\$ 62,384.85
Balance:	\$62,978.73	\$ 561,463.65
Less Previous Payments:	n/a	\$ 498,484.92
Amount Due This Payment:	\$ 62,978.73	\$ 62,978.73

Please find attached copies of the Invoice #4 from Milestone and the Pay Estimate #4 Review Report from CBBEL. The partial waiver of lien for this estimate from Milestone has also been included with this letter.

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

Sincerely,

A black rectangular box redacting the signature of Thomas J. Gordon.

Thomas J. Gordon
Construction Engineer

Encl.: As noted.

cc: Chris Salatas – Town Manager
Margaret Abernathy – Town Administrative Assistant
Tim Kubiak – Town Operations Director
Don Oliphant, PE – CBBEL
Dave Beale – Milestone PM
Beth Miller – Milestone SPA

P:\Cedar Lake\220142 - 2022 Roadway Projects\Highland\Pay Apps\#4\Highland CBBEL Pay App Review #4.docx

TOWN OF CEDAR LAKE, IN
HIGHLAND SUBDIVISION IMPROVEMENTS

CONTRACTOR: Milestone Contractors North, Inc.
DATE: 11/9/2022
ESTIMATE #: 4 (8/20/22 to 10/7/22)
PROJECT: Highland Subdivision Improvements
PROJECT #: 19.R220142.00001

CBBEL PAY ESTIMATE REPORT

ITEM	DESCRIPTION	CONTRACT QUANTITY	UNIT OF MEASURE	UNIT PRICE	CONTRACT COST	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY INVOICE #1	QUANTITY INVOICE #2	QUANTITY INVOICE #3	QUANTITY TO DATE	PERCENT UTILIZED	CONTRACT AMOUNT TO DATE
1	MOBILIZATION AND DEMOBILIZATION	1	LS	\$34,100.00	\$ 34,100.00	0.30	\$ 10,230.00	0.70	0.00	0.00	1.00	100.0%	\$ 34,100.00
2	CONSTRUCTION ENGINEERING	1	LS	\$4,000.00	\$ 4,000.00	0.20	\$ 800.00	0.45	0.20	0.15	1.00	100.0%	\$ 4,000.00
3	CLEARING RIGHT OF WAY	1	LS	\$12,000.00	\$ 12,000.00	0.20	\$ 2,400.00	0.45	0.20	0.15	1.00	100.0%	\$ 12,000.00
4	TREE, 6 IN, REMOVE	1	EACH	\$500.00	\$ 500.00	0.00	\$ -	0.00	1.00	0.00	1.00	100.0%	\$ 500.00
5	CONCRETE DRIVEWAY, REMOVE	35	SYS	\$45.00	\$ 1,575.00	31.00	\$ 1,395.00	5.00	0.00	0.00	36.00	102.9%	\$ 1,620.00
6	PIPE, REMOVE	340	LFT	\$10.00	\$ 3,400.00	0.00	\$ -	340.00	30.00	0.00	370.00	108.8%	\$ 3,700.00
7	CONCRETE CURB, REMOVE	40	LFT	\$45.00	\$ 1,800.00	40.00	\$ 1,800.00	0.00	0.00	0.00	40.00	100.0%	\$ 1,800.00
8	CONCRETE HEADWALL, REMOVE	2	EACH	\$1,000.00	\$ 2,000.00	0.00	\$ -	2.00	0.00	0.00	2.00	100.0%	\$ 2,000.00
9	RIP RAP, REMOVE	15	SYS	\$10.00	\$ 150.00	0.00	\$ -	15.00	0.00	0.00	15.00	100.0%	\$ 150.00
10	TREE, PROTECT	3	EACH	\$125.00	\$ 375.00	0.00	\$ -	0.00	0.00	0.00	0.00	0.0%	\$ -
11	EXCAVATION, COMMON	1	LS	\$62,500.00	\$ 62,500.00	0.00	\$ -	1.00	0.00	0.00	1.00	100.0%	\$ 62,500.00
12	FENCE, REMOVE AND RESET	115	LFT	\$145.00	\$ 16,675.00	0.00	\$ -	0.00	0.00	14.00	14.00	12.2%	\$ 2,030.00
13	COMPACTED AGG. FOR UNDERCUT BACKFILL, NO. 2 (UNDISTRIBUTED)	450	TON	\$90.00	\$ 40,500.00	0.00	\$ -	450.57	0.00	0.00	450.57	100.1%	\$ 40,551.30
14	COMPACTED AGG. FOR UNDERCUT BACKFILL, NO. 53 (UNDISTRIBUTED)	450	TON	\$80.00	\$ 36,000.00	0.00	\$ -	0.00	0.00	0.00	0.00	0.0%	\$ -
15	SILT FENCE (UNDISTRIBUTED)	1100	LFT	\$1.46	\$ 1,606.00	0.00	\$ -	0.00	0.00	0.00	0.00	0.0%	\$ -
16	INLET PROTECTION	7	EACH	\$155.00	\$ 1,085.00	0.00	\$ -	0.00	0.00	7.00	7.00	100.0%	\$ 1,085.00
17	PIPE PROTECTION	5	EACH	\$155.00	\$ 775.00	0.00	\$ -	1.00	0.00	0.00	1.00	20.0%	\$ 155.00
18	MAINTENANCE OF EROSION CONTROL DEVICES	1	LS	\$9.86	\$ 9.86	1.00	\$ 9.86	0.00	0.00	0.00	1.00	100.0%	\$ 9.86
19	STRUCTURE BACKFILL, TYPE 1	65	CYS	\$1.00	\$ 65.00	0.00	\$ -	65.00	0.00	0.00	65.00	100.0%	\$ 65.00
20	GEOGRID, TYPE 1	3430	SYS	\$1.50	\$ 5,145.00	0.00	\$ -	3,638.00	0.00	0.00	3,638.00	106.1%	\$ 5,457.00
21	COMPACTED AGGREGATE NO. 53 BASE	1910	TON	\$36.00	\$ 68,760.00	0.00	\$ -	1,662.54	517.44	0.00	2,179.98	114.1%	\$ 78,479.28
22	HMA INTERMEDIATE, TYPE B	480	TON	\$92.00	\$ 44,160.00	0.00	\$ -	0.00	460.31	0.00	460.31	95.9%	\$ 42,348.52
23	HMA SURFACE, TYPE B	240	TON	\$120.00	\$ 28,800.00	255.93	\$ 30,711.60	0.00	0.00	0.00	255.93	106.6%	\$ 30,711.60
24	ASPHALT FOR TACK COAT	2580	SYS	\$0.55	\$ 1,419.00	2,738.00	\$ 1,505.90	0.00	0.00	0.00	2,738.00	106.1%	\$ 1,505.90
25	PLANT, DECIDUOUS TREE, 3.5 IN (UNDISTRIBUTED)	3	EACH	\$770.00	\$ 2,310.00	0.00	\$ -	0.00	0.00	0.00	0.00	0.0%	\$ -
26	TURF REINFORCEMENT MAT (UNDISTRIBUTED)	110	SYS	\$12.20	\$ 1,342.00	0.00	\$ -	0.00	0.00	216.00	216.00	196.4%	\$ 2,635.20
27	RESTORATION (MULCHED SEEDING TYPE U, 4 IN TOPSOIL, EROSION CONTROL BLANKET)	3710	SYS	\$9.86	\$ 36,580.60	0.00	\$ -	0.00	0.00	3,021.60	3,021.60	81.4%	\$ 29,792.98
28	CURB AND GUTTER, CONCRETE, ROLL CURB	3032	LFT	\$22.00	\$ 66,704.00	0.00	\$ -	550.00	2,427.00	0.00	2,977.00	98.2%	\$ 65,494.00
29	CONCRETE CURB AND GUTTER, 6" X 6"	122	LFT	\$30.00	\$ 3,660.00	181.00	\$ 5,430.00	0.00	0.00	0.00	181.00	148.4%	\$ 5,430.00
30	CURB TURNOUT, CONCRETE	1	EACH	\$1,250.00	\$ 1,250.00	1.00	\$ 1,250.00	0.00	0.00	0.00	1.00	100.0%	\$ 1,250.00
31	PCCP SHOULDER, 9 IN	670	LFT	\$35.00	\$ 23,450.00	0.00	\$ -	720.00	143.00	0.00	863.00	128.8%	\$ 30,205.00
32	HMA FOR APPROACHES, TYPE B	446	SYS	\$55.00	\$ 24,530.00	0.00	\$ -	0.00	0.00	576.00	576.00	129.1%	\$ 31,680.00
33	PCCP FOR APPROACHES, 6 IN	51	SYS	\$165.00	\$ 8,415.00	27.60	\$ 4,554.00	0.00	20.00	0.00	47.60	93.3%	\$ 7,854.00
34	COMPACTED AGGREGATE FOR APPROACHES, 6 IN	340	TON	\$63.00	\$ 21,420.00	0.00	\$ -	0.00	141.11	149.11	290.22	85.4%	\$ 18,283.86
35	RIPRAP, REVETMENT	68	SYS	\$70.00	\$ 4,760.00	8.00	\$ 560.00	0.00	0.00	74.00	82.00	120.6%	\$ 5,740.00
36	MAILBOX ASSEMBLY, SINGLE (UNDISTRIBUTED)	18	EACH	\$550.00	\$ 9,900.00	5.00	\$ 2,750.00	0.00	0.00	4.00	9.00	50.0%	\$ 4,950.00
37	SWALE RECONSTRUCTION AND RESTORATION	351	LFT	\$25.00	\$ 8,775.00	84.00	\$ 2,100.00	0.00	0.00	267.00	351.00	100.0%	\$ 8,775.00
38	CASTING, FURNISH AND ADJUST TO GRADE	10	EACH	\$750.00	\$ 7,500.00	0.00	\$ -	0.00	0.00	11.00	11.00	110.0%	\$ 8,250.00
39	PIPE, TYPE 1, PVC, CIRCULAR, 10 IN	32	LFT	\$115.00	\$ 3,680.00	32.00	\$ 3,680.00	0.00	0.00	0.00	32.00	100.0%	\$ 3,680.00
40	PIPE, TYPE 2 PVC, 6 IN, (UNDISTRIBUTED)	150	LFT	\$50.00	\$ 7,500.00	0.00	\$ -	0.00	45.00	0.00	45.00	30.0%	\$ 2,250.00
41	PIPE, TYPE 2, RCP, CIRCULAR, 12 IN	80	LFT	\$80.00	\$ 6,400.00	0.00	\$ -	75.00	0.00	0.00	75.00	93.8%	\$ 6,000.00
42	PIPE, TYPE 2, RCP, CIRCULAR, 15 IN	108	LFT	\$90.00	\$ 9,720.00	0.00	\$ -	74.00	0.00	0.00	74.00	68.5%	\$ 6,660.00
43	PIPE, TYPE 2, RCP, CIRCULAR, 18 IN	168	LFT	\$100.00	\$ 16,800.00	0.00	\$ -	162.00	0.00	0.00	162.00	96.4%	\$ 16,200.00
44	PIPE, TYPE 2 HDPE, CIRCULAR 15 IN	77	LFT	\$90.00	\$ 6,930.00	0.00	\$ -	75.00	0.00	0.00	75.00	97.4%	\$ 6,750.00
45	PIPE END SECTION, PRECAST CONCRETE, 15 IN W/ GRATE	2	EACH	\$2,200.00	\$ 4,400.00	0.00	\$ -	2.00	0.00	0.00	2.00	100.0%	\$ 4,400.00
46	PIPE END SECTION, PRECAST CONCRETE, 18 IN W/ GRATE	1	EACH	\$2,500.00	\$ 2,500.00	0.00	\$ -	1.00	0.00	0.00	1.00	100.0%	\$ 2,500.00
47	PIPE END SECTION, HDPE, 15 IN, W/ GRATE	1	EACH	\$1,800.00	\$ 1,800.00	0.00	\$ -	1.00	0.00	0.00	1.00	100.0%	\$ 1,800.00
48	MANHOLE, TYPE C	5	EACH	\$3,000.00	\$ 15,000.00	0.00	\$ -	4.00	0.00	0.00	4.00	80.0%	\$ 12,000.00
49	INLET, TYPE J	3	EACH	\$3,000.00	\$ 9,000.00	0.00	\$ -	3.00	0.00	0.00	3.00	100.0%	\$ 9,000.00
50	SANITARY SERVICE CONNECTION, TYPE 1, (UNDISTRIBUTED)	2	EACH	\$2,500.00	\$ 5,000.00	0.00	\$ -	0.00	0.00	0.00	0.00	0.0%	\$ -
51	SANITARY SERVICE CONNECTION, TYPE 2, (UNDISTRIBUTED)	2	EACH	\$3,500.00	\$ 7,000.00	0.00	\$ -	1.00	0.00	0.00	1.00	50.0%	\$ 3,500.00
52	TRAFFIC CONTROL	1	LS	\$4,000.00	\$ 4,000.00	0.20	\$ 800.00	0.45	0.20	0.15	1.00	100.0%	\$ 4,000.00

TOTAL	\$ 69,976.36	TOTAL	\$ 623,848.50
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Awarded Contract Value: \$ 687,726.46
Current Contract Value: \$ 687,726.46
Current Awarded CO Value: \$ -
Projected Total CO's Value: \$ -

Percent Complete (Awarded): 90.71%
Percent Complete (Current): 90.71%

ORIGINAL CONTRACT	\$ 687,726.46
TOTAL CHANGE ORDERS	\$ -
REVISED CONTRACT	\$ 687,726.46
COMPLETED TO DATE	\$ 623,848.50
RETAINAGE	\$ 62,384.85
TOTAL EARNED LESS RETAINAGE	\$ 561,463.65
LESS PREVIOUS REQUESTS	\$ 498,484.92
CURRENT AMOUNT DUE	\$ 62,978.73



Contract: 228713-

Customer Ref:

Total Billed This Period To Date:	69,976.36	623,848.50
Less Retainage:	6,997.63	62,384.85
Less Previous Applications:	0.00	498,484.92
Total Due This Invoice:	<u>62,978.73</u>	<u>62,978.73</u>

WAIVER OF LIEN

☐ Final

☒ Partial

☐ Payment to follow

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

(PARTIAL WAIVER)

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

\$62,978.73

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

(FINAL WAIVER)


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

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

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


Milestone Contractors North, Inc.

Name of Company


Signature of Authorized Representative

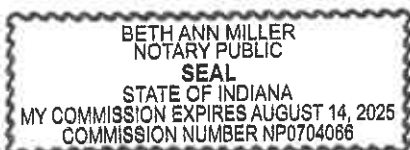
Witness my hand and notarial Seal, this 28th of October, 2022.

Residing in TIPPECANOE County, State of Indiana. My commission expires 08/14/2025.


Notary Signature

BETH ANN MILLER

Printed Notary Name



REIMBURSEMENT AGREEMENT
Police Department HQ Project and Fire Department HQ Project

This Reimbursement Agreement (hereinafter "Police Department HQ Project and Fire Department HQ Project") (hereinafter, the "Agreement") is executed this _____ day of _____, 2022, by and between GM Development Companies LLC, an Indiana Limited Liability Company (the "Developer") and the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, (the "Town").

Recitals

WHEREAS, pursuant to Resolution No. _____, adopted by the Town Council of the Town, on _____, the Town Council adopted the provisions of I.C. §5-23 (the "BOT Statute"); and

WHEREAS, the Council, in compliance with the aforementioned BOT Statute: (a) issued a request for proposals and qualifications for the development, design, and construction of a Police Department HQ Project and Fire Department HQ Project (hereinafter the "Projects"); and (b) formed an "RFPQ Committee"; and

WHEREAS, the RFPQ Committee has recommended awarding the Projects to the Developer; and

WHEREAS, the Town Council has awarded the Projects to Developer, and has further authorized the Town to pursue a build-operate-transfer agreement (the "BOT Agreement") upon the conclusion of a scoping period with Developer; and

WHEREAS, notwithstanding that the BOT Agreement has not yet been executed, Developer, acting with the concurrence of the Town Council, and in reliance on the good will of the Town, is incurring fees, costs, and expenses in connection with the Projects; and

WHEREAS, the Town Council has: (a) established its intent to finance the Projects with the proceeds of bonds (the "Bonds"); and (b) has further authorized the taking of steps necessary to proceed in accordance with such intent; and

WHEREAS, the Town Council seeks to enter into this Agreement to cause Developer to continue its activities with respect to the Projects, in connection with which Developer will incur additional fees, costs, and expenses.

Agreement

WHEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the Parties, and each of them, hereby agree to the terms and conditions set forth in this Agreement.

1. **Reimbursement Obligation.** The Town agrees to reimburse Developer for all fees, costs, and expenses incurred in connection with the Projects, including, without limitation: (a) easement and other Projects-related site costs; (b) legal fees incurred in drafting and negotiating the BOT Agreement, and any related documents deemed by the Parties to be necessary or reasonably appropriate; and (c) material and labor costs incurred in connection with the design, development, and construction of the Projects, including fees payable to architects, engineers, and other professionals (the "Projects Costs"); subject, absent further authorization by the Town Council, to a **\$1,000,000.00 cap** (the "Reimbursement Cap"). At any time until full execution of the BOT Agreement, Developer may elect to deliver a cost statement (hereinafter, the "Cost Statement") to the Town. Following delivery of a Cost Statement, the Town, in the ordinary course of its business, but in all events within thirty (30) days, shall reimburse Developer for the full amount of the incurred Projects Costs (subject to the Reimbursement Cap), as reflected in the Cost Statement. All Cost Statements are subject to certification by the Town's representative that all requested costs are Projects Costs.

Commented [SM1]: **Need detail invoice claim processing terms & provisions, including procedures for review & payment-C GM Agreement**

2. **BOT Agreement.** Because the BOT Agreement will include provisions with respect to Project Costs incurred by Developer prior to the date of the bond closing, this Agreement is intended to be an "interim" agreement, applicable until such time as there is a fully executed BOT Agreement. Accordingly, absent specific provisions to the contrary in the BOT Agreement, this Agreement automatically shall terminate upon full execution of the BOT Agreement, and the provisions in the BOT Agreement with respect to Projects Costs incurred by Developer prior to the date of the bond closing shall control. For purposes of clarity, the provisions of this Section shall apply: (a) if the BOT Agreement is fully executed following delivery of a Cost Statement to the Town pursuant to Section 3, but prior to reimbursement of the incurred Projects Costs by the Town; and (b) regardless of whether the executed BOT Agreement refers to the obligation of the Town as reimbursement of incurred Projects Costs, or as repayment of an interest-free loan provided by Developer in the amount of the incurred Projects Costs.

3. **Default.** (a) In the event that the Town fails to reimburse the incurred Projects Costs in accordance with the terms of this Agreement, then, in addition to reimbursing the incurred Projects Costs, the Town shall pay (or reimburse Developer for) all costs and expenses incurred by Developer to collect the delinquent reimbursement, including, without limitation, court costs and reasonable attorney fees.

(b) In the event that the Developer defaults on its obligations to the Town, all Project deliverables shall be delivered by Developer to Town and shall immediately become property owned by the Town. In addition, the Developer shall pay (or reimburse Town for) all costs and expenses incurred by the Town for breach by Developer, including, but not limited to, court costs and reasonable attorney fees.

4. **Notice.** Any notice or statement given by either Party shall be in writing, and shall be deemed to have been given when: (a) delivered in person to the other Party; (b) sent by national overnight delivery service, with confirmation of receipt; or (c) delivered via email, with confirmation of receipt; in any case addressed: to Developer at 8561 N. 175 E., Springport, Indiana 47386, Attn: Gregory W. Martz, Email: greg@gm-development.com; and to Town at Cedar Lake Town Hall, Attn: Town Manager, 7408 Constitution Ave., Cedar Lake, IN 46303, Email: chris.salatas@cedarlakein.org. Either Party may change its address for notice from time to time by delivering notice to the other Party as provided in this Section.

5. **Authority.** Each undersigned person executing this Agreement on behalf of Developer and the Town represents and certifies that: (a) he or she has been empowered and authorized by all necessary action of Developer or the Town, respectively, to execute and deliver this Agreement; and (b) the execution and delivery of, and performance under, of this Agreement have been authorized by Developer and the Town, respectively.

6. **Miscellaneous.** This Agreement: (a) shall be governed by, and construed in accordance with, the laws of the State of Indiana; and (b) may be amended, modified, or terminated (other than the automatic termination upon full execution of the BOT Agreement) only by an instrument executed by Developer and the Town. The invalidity, illegality, or unenforceability of any one (1) or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof.

7. **Cooperation.** The Parties further agree to cooperate in all respects with the processing of agreements and understandings to permit the transaction to conclude efficiently and expeditiously.

8. **Town Public Meeting Action.** It is expressly acknowledged and stated that this Agreement is made and entered into by the Town of Winfield, Lake County, Indiana, after action at a duly noticed Public Meeting of the Town Council of the Town on the ____ day of ____, 2022, wherein by a vote of ____ in favor, and ____ opposed, the Town Council President and Town Clerk-Treasurer, respectively, were directed to execute and attest the same, and deliver this Agreement herein.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Indiana.

10. **Survival and Severability.** The Parties agree that if any clause, provision or portion of this Agreement shall be determined to be invalid or unenforceable by a state court of competent jurisdiction in Lake County, Indiana, said decision shall not invalidate nor render unenforceable, the remainder of this Agreement.

11. **Occupants, Successors and Assigns.** All provisions, terms and conditions of this Agreement shall be binding upon all tenants, owners, occupants, and their heirs, assignees and legal successors.

12. **Entire Agreement.** This Agreement represents the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes any prior understanding between the Parties, whether oral or written. Any amendments to this Agreement shall be in writing and shall be signed by all Parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed and entered this Agreement as of the date set forth in the introductory paragraph hereof.

TOWN

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

By: _____
Randall C. Niemeyer, Town Council
President

DEVELOPER

GM DEVELOPMENT COMPANIES LLC
An Indiana Limited Liability Company

By: _____
Gregory W. Martz, Sole Member

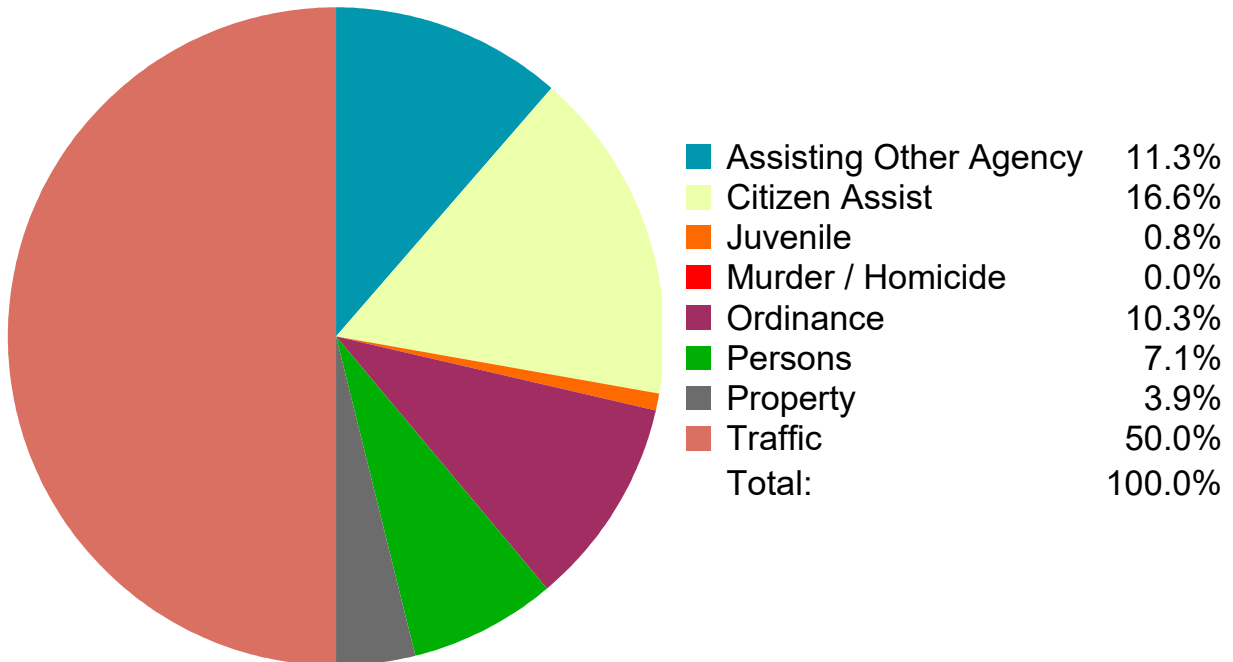
Attest: _____
Jennifer N. Sandberg, IAMC,
CMC, CPFIM, Clerk-Treasurer

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

Incident Type	Month Total	Year Total
Incidents Assisting Other Agency (Including Fire and EMS)	114	1306
Incidents related to Citizen Assists:	168	2239
Incidents related to Juveniles:	8	80
Incidents related to Murder/Homicide:	0	0
Incidents related to Ordinances:	104	1285
Incidents related to Persons:	72	669
Incidents related to Property:	40	311
Incidents related to Traffic:	507	4530
Incidents Not Classified:	0	3

Totals:	1013	10423
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Average Daily Calls For Service: 34.40



CITATION REPORT
October 2022 and Year-To-Date 2022

State Violations: 87

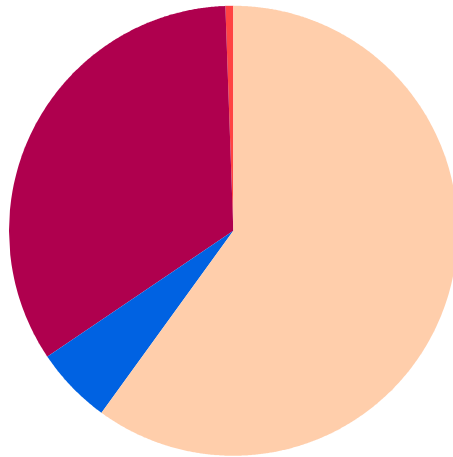
Town Traffic Violations: 8

Town Ordinance Violations: 49

Other Violations: 1

Total for October: 145

Year To Date: 1,662



State Violations	60.0%
Town Traffic Violations	5.5%
Town Ordinance Violations	33.8%
Other Violations	0.7%
Total:	100.0%

WARNING REPORT
October 2022 and Year-To-Date 2022

State Violations: 402

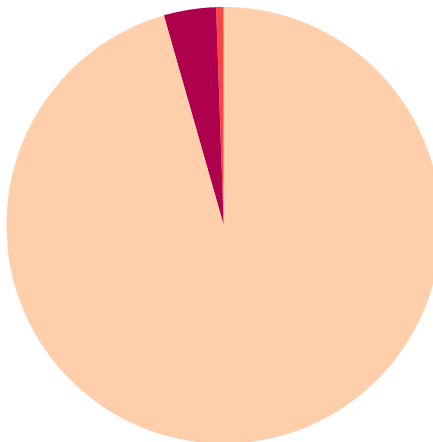
Town Traffic Violations: 0

Town Ordinance Violations: 17

Other Violations: 2

Total for October: 421

Year To Date: 3,678



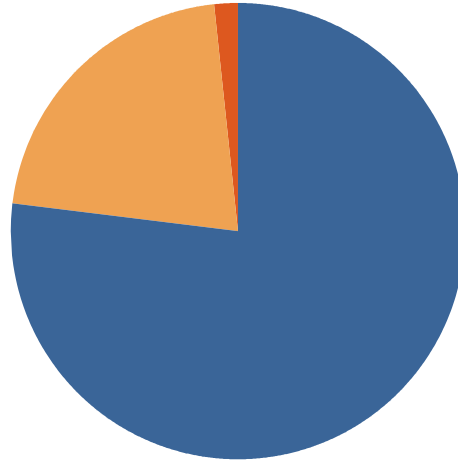
State Violations	95.5%
Town Traffic Violations	0.0%
Town Ordinance Violations	4.0%
Other Violations	0.5%
Total:	100.0%

ARREST REPORT
October 2022 and Year-To-Date 2022

Total Arrests: 40
Total Charges Filed: 65
Misdemeanor: 50
Felony: 14
Infraction: 0
Not Classified /
Warrant: 1

Year-To-Date

Total Arrests: 296
Total Charges Filed: 533

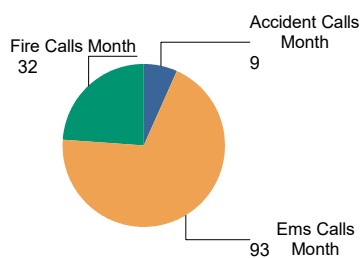
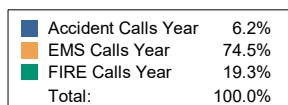
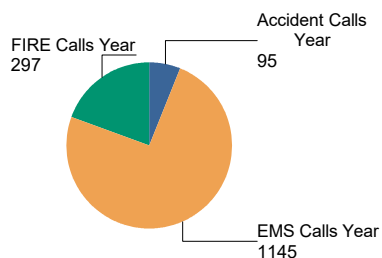


■ Misdemeanor	76.9%
■ Felony	21.5%
■ Infraction	0.0%
■ Not Classified	1.5%
Total:	100.0%

Cedar Lake Fire Department

Monthly Summary Report

1/1/2022 to 10/31/2022



Average Daily Calls for Service: 5.18

Yearly Totals

Agency Assist	6
Animal Bite	1
Citizen Assist	1
Death Investgtn	1
Disturbance	1
Dom. Battery	1
Domestic Dist	4
EMS Abdominal	22
EMS Allergic	11
EMS Animal Bite	5
EMS Assault	19
EMS Back Pain	17
EMS Bleeding	20
EMS Breathing	122
EMS Burns	3
EMS Chest Pain	52
EMS Choking	6
EMS Death	12
EMS Diabetic	42
EMS Eye Injury	1
EMS Fall	143
EMS Full Arrest	16
EMS Gunshot	2
EMS Headache	3
EMS Heart Prob	29
EMS Heat / Cold	3
EMS Lift Assist	91
EMS Misc	5
EMS Mutual Aid	15
EMS Overdose	21
EMS Pregnancy	2
EMS Psych	66
EMS Seizure	37
EMS Sick Person	207
EMS Stabbing	2
EMS Standby	9
EMS Stroke	24
EMS Trauma	30
EMS Uncons	64
EMS Unknown	44
FIRE Alarm	62
FIRE Appliance	1
FIRE Assist	11
FIRE Brush	4
FIRE CO Alarm	10
FIRE Dive Rescu	1

Monthly Totals

EMS Abdominal	1
EMS Animal Bite	1
EMS Assault	2
EMS Back Pain	4
EMS Bleeding	2
EMS Breathing	5
EMS Burns	1
EMS Chest Pain	1
EMS Choking	1
EMS Death	2
EMS Diabetic	6
EMS Fall	12
EMS Full Arrest	1
EMS Heart Prob	3
EMS Lift Assist	7
EMS Mutual Aid	3
EMS Overdose	1
EMS Psych	9
EMS Seizure	4
EMS Sick Person	11
EMS Standby	1
EMS Stroke	1
EMS Trauma	4
EMS Uncons	5
EMS Unknown	5
FIRE Alarm	7
FIRE Assist	2
FIRE Gas IN	2
FIRE Gas OUT	2
FIRE Inspection	1
FIRE Mutual Aid	7
FIRE Odor	1
FIRE Outside	1
FIRE Smoke	1
FIRE Structure	2
FIRE Training	1
FIRE Utility	4
FIRE Vehicle	1
PI Accident	9
Suicidal Subj	2
Welfare Check	1

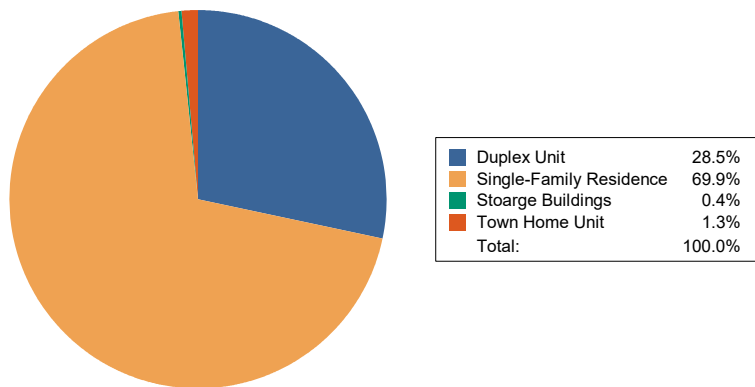
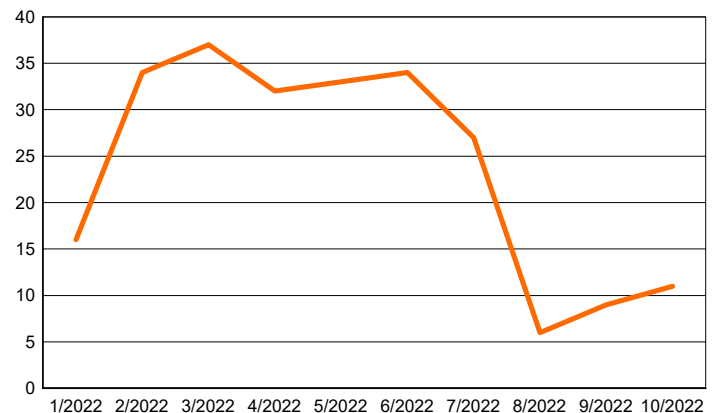
Total for Month: 137

FIRE Elevator	1
FIRE Gas IN	12
FIRE Gas OUT	11
FIRE Hazmat	2
FIRE Inspection	13
FIRE Investigat	4
FIRE Misc	11
FIRE Mutual Aid	40
FIRE Odor	6
FIRE Outside	11
FIRE Rubbish	4
FIRE Search	1
FIRE Smoke	3
FIRE Smoke Odor	2
FIRE Smoke Out	4
FIRE Standby	7
FIRE Structure	28
FIRE Training	1
FIRE Utility	26
FIRE Vehicle	8
FIRE Washdown	2
FIRE Water Resc	11
Lockout	1
Missing Person	1
Open Burning	1
Overdose	3
PD Accident	1
PI Accident	94
Suicidal Subj	6
Suicide Attempt	2
Welfare Check	4
<hr/>	
Total for Year:	1,570

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

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

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

**Report of All New Construction Permits****1/1/2022 to 10/31/2022****Grouped by Month****New Construction Type****Permits by Month****January 2022**Residential New Construction Permits: **16**New Residential Construction Value: **\$3,887,995**New Construction Permits: **16**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**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**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**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**Total Value of Construction for May: **\$9,258,039**

June 2022Residential New Construction Permits: **34**New Residential Construction Value: **\$8,649,380**New Construction Permits: **34**Total Value of Construction for June: **\$8,649,380**

July 2022Residential New Construction Permits: **27**New Residential Construction Value: **\$6,061,650**New Construction Permits: **27**Total Value of Construction for July: **\$6,061,650**

August 2022Residential New Construction Permits: **6**New Residential Construction Value: **\$1,488,225**New Construction Permits: **6**Total Value of Construction for August: **\$1,488,225**

September 2022Residential New Construction Permits: **9**New Residential Construction Value: **\$2,026,995**New Construction Permits: **9**Total Value of Construction for September: **\$2,026,995**

October 2022Residential New Construction Permits: **11**New Residential Construction Value: **\$2,592,060**New Construction Permits: **11**Total Value of Construction for October: **\$2,592,060**

Total New Construction Permits: **239**Total Value of New Construction: **\$60,671,920**Total Residential New Construction Permits: **238**Total Value of New Residential Construction: **\$59,485,199**Total Commercial New Construction Permits: **1**Total Value of New Commercial Construction: **\$1,186,721**Total School New Construction Permits: **0**

Total Value of New School Construction:

Town of Cedar Lake

Office of Building, Zoning, and Planning

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

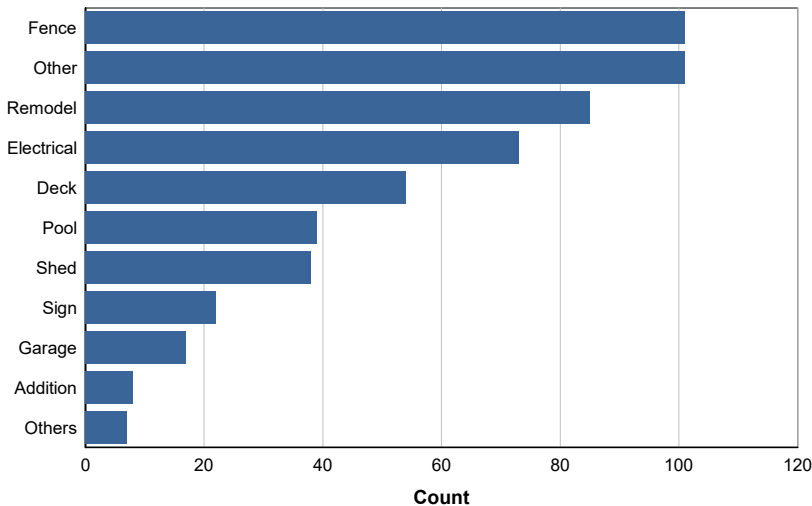
Tel (219) 374-7000 - Fax (219) 374-8588



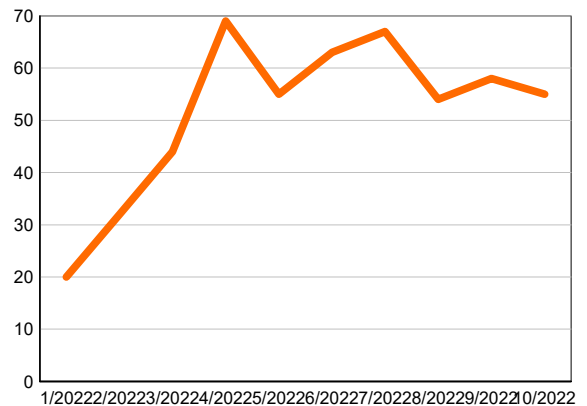
Report of All Other Permits

1/1/2022 to 10/31/2022

Grouped by Month



Permits by Month



January 2022

Other Residential Permits: 17

Other Commercial Permits: 1

Other Open Space Permits: 2

Total of Other Permits: 20

Other Residential Permits Value: \$288,222

Other Commercial Permits Value: \$1

Other Open Space Permits Value: \$6,500

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

February 2022

Other Residential Permits: 25

Other Commercial Permits: 6

Other Church Permits: 1

Total of Other Permits: 32

Other Residential Permits Value: \$261,632

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

Other Church Permits Value: \$150,000

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

March 2022

Other Residential Permits: 39

Other Commercial Permits: 3

Other School Permits: 1

Other Industrial Permits: 1

Total of Other Permits: 44

Other Residential Permits Value: \$455,025

Other Commercial Permits Value: \$12,690

Other School Permits Value: \$56,310

Other Industrial Permits Value: \$20,000

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

April 2022

Other Residential Permits: 61

Other Commercial Permits: 7

Other Municipal Permits: 1

Total of Other Permits: 69

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 Commercial Permits: **6**
Other Municipal Permits: **2**
Total of Other Permits: **55**

Other Residential Permits Value: **\$681,207**
Other Commercial Permits Value: **\$159,650**
Other Municipal Permits Value: **\$1,308,000**
Total Value of All Other Permits: **\$2,148,857**

June 2022

Other Residential Permits: **53**
Other Commercial Permits: **8**
Other Open Space Permits: **2**
Total of Other Permits: **63**

Other Residential Permits Value: **\$500,049**
Other Commercial Permits Value: **\$48,738**
Other Open Space Permits Value: **\$8,025**
Total Value of All Other Permits: **\$556,811**

July 2022

Other Residential Permits: **58**
Other Commercial Permits: **8**
Other Church Permits: **1**
Total of Other Permits: **67**

Other Residential Permits Value: **\$885,190**
Other Commercial Permits Value: **\$51,950**
Other Church Permits Value: **\$1**
Total Value of All Other Permits: **\$937,141**

August 2022

Other Residential Permits: **47**
Other Commercial Permits: **4**
Other School Permits: **1**
Other Municipal Permits: **2**
Total of Other Permits: **54**

Other Residential Permits Value: **\$906,771**
Other Commercial Permits Value: **\$72,120**
Other School Permits Value: **\$17,520**
Other Municipal Permits Value: **\$115,000**
Total Value of All Other Permits: **\$1,111,411**

September 2022

Other Residential Permits: **53**
Other Commercial Permits: **4**
Other Church Permits: **1**
Total of Other Permits: **58**

Other Residential Permits Value: **\$937,982**
Other Commercial Permits Value: **\$59,947**
Other Church Permits Value: **\$84,500**
Total Value of All Other Permits: **\$1,082,429**

October 2022

Other Residential Permits: **50**
Other Commercial Permits: **2**
Other Open Space Permits: **3**
Total of Other Permits: **55**

Other Residential Permits Value: **\$755,148**
Other Commercial Permits Value: **\$951**
Other Open Space Permits Value: **\$55,850**
Total Value of All Other Permits: **\$811,949**

Grand Total of Other Permits: **517**

Grand Total Value of All Other Permits: **\$10,087,056**