

TOWN COUNCIL PUBLIC MEETING AGENDA February 7, 2023 - 7:00 PM

PLEDGE OF ALLEGIANCE	
MOMENT OF SILENCE	
CALL TO ORDER/ROLL CALL:	
 Robert H. Carnahan, Ward 1 Julie Rivera, Ward 2 Nick Recupito, Ward 3 Ralph Miller, Ward 4 	John Foreman, At Large, Vice-President Richard Sharpe, At Large, President Jennifer Sandberg, Clerk-Treasurer Chris Salatas, Town Manager
Colleen Schieben, Ward 5 PUBLIC HEARINGS:	David Austgen, Town Attorney

- 1. Ordinance No. 1434 Bay Bridge Annexation (Introductory Reading 11-1-22, Public Hearing Opened 11-15-22 and continued to 12-6-22, then 1-3-23 then to 2-7-23)
 - a. Town Council Decision on Resolution No. 1324 Fiscal Plan Resolution
 - b. Town Council Decision on Ordinance No. 1434 Annexation Ordinance
- 2. Resolution No. 1330 Additional Appropriation

PUBLIC COMMENT (on agenda items):

CONSENT AGENDA:

- 1. Minutes: January 3, 2023, and January 17, 2023
- 2. **Claims:** All Town Funds: \$351,717.95; Wastewater Operating: \$199,497.33; Water Utility: \$137,831.07; Storm Water: \$17,583.78; and Payroll: 1/19/23, 2/1/23, and 2/2/23 \$628,979.70
- 3. **2023 Conflict of Interest:** John Foreman, Tim Kubiak, Doug Machalk, Margo Nagy, and Cliff Wroe Motion to waive reading of the minutes and approve the Consent Agenda:

ORDINANCES & RESOLUTIONS:

1. Ordinance No. 1447 – Amendment to Town Code § 30.06, Election of Town Council President

BZA/PLAN:

- 1. Letter of Credit Extension: Cedar View in the amount of \$14,047
- 2. Letter of Credit Extension: Summer Winds Unit 1 in the amount of \$244,187.85

NEW BUSINESS:

- 1. Consider Approving new Fire Department Full-Time Hire Fred Sinew (Favorable recommendation from the Board of Safety on December 14, 2022.)
- 2. 2022 Indiana Medicaid EMS Supplemental Payment Cost Report Engagement Letter, Rooney & Co
- 3. Professional Consulting Proposal from New Focus HR
- 4. CBBEL Change Order for Dyer Construction for the Sediment Dewatering Stage 1 Project for an increase of \$20,197.26 for a new total in the amount of \$2,147,797.26
- 5. CBBEL Pay request No. 4, Final Pay Request, for the Sediment Dewatering Stage 1 Project payable to Dyer Construction, in the amount of \$195,168.23

- 6. Approve and accept the following Public Works Employee CDL Reimbursement Agreements:
 - a. Dave Jackson
 - b. Kirk Lauerman
- 7. Approval of Specified Waiver of Ordinance No. 1405 for the Ecosystem Restoration Project
- 8. Acceptance of Chuck Becker's Letter of Resignation from the Plan Commission
- 9. Consider approval of vehicles purchase for Public Works
- 10. Disbursement Request No. 1 from 2022A Fund No. 323 in **the amount of \$163,916.74** for the Police Department Project
- 11. Disbursement Request No. 1 from 2022B Fund No. 324 in **the amount of \$318,248.92** for the Fire Department Project
- 12. Approve LPA Contract with VS Engineering, Inc, for the Cline Avenue to Town Hall Sidewalk Project and authorize the Town Manager as the signatory
- 13. Approve sale of Public Works' 2009 Dodge Durango on Gov Deals

REPORTS:

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

WRITTEN COMMUNICATION:

PUBLIC COMMENT: ADJOURNMENT: PRESS SESSION:

NEXT MEETING: Tuesday, February 21, 2023 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

RESOLUTION NO. 1324

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, APPROVING AND ADOPTING THE FISCAL PLAN OF J3 LLC FOR THE ANNEXATION OF CERTAIN REAL PROPERTY COMMONLY KNOWN AS 6001 W. 148TH AVE., IN LAKE COUNTY, INDIANA, AND ALL MATTERS RELATED THERETO.

WHEREAS, J3 LLC, an Indiana Limited Liability Company (hereinafter, "Petitioner"), has filed a Voluntary Petition for Annexation of certain real property abutting the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "TOWN"); and

WHEREAS, Petitioner has submitted a Fiscal Plan for its Voluntary Annexation Petition, pursuant to the provisions of I.C. §36-4-3-13, as amended; and

WHEREAS, the Voluntary Petition for Annexation seeks the annexation of certain real property into the TOWN, which parcel(s) of real are commonly known as 6001 W. 148th Ave., Lake County, Indiana, which parcels are is legally described on Exhibit "A" attached hereto; and

WHEREAS, The Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Council") has reviewed said Fiscal Plan, and now finds that the same complies with applicable law, as amended, and should in all respects be approved; that said proposed Fiscal Plan is attached hereto as Exhibit "B" and is made a part hereof by reference.

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

SECTION ONE: That the Fiscal Plan attached hereto as Exhibit "B" is hereby approved as set forth herein.

SECTION TWO: That all existing Resolutions, or parts thereof, in conflict with the provisions of this Fiscal Plan Approval Resolution, are hereby deemed null, void, and of no legal affect, and are specifically repealed.

SECTION THREE: That if any section, clause, provision or portion of this Resolution 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 Approval Resolution.

SECTION FOUR: effect, from and after its passa Lake County, Indiana, in confo	ge and approval by the Town Council of the Town of Cedar Lake,	
ALL OF WHICH IS PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA THIS DAY O, 2023.		
	TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, TOWN COUNCIL	
	Richard Sharpe, Town Council President	
	John C. Foreman, Town Council Vice-President	
	Robert H. Carnahan, Town Councilmember	
	Nick Recupito, Town Councilmember	
	Colleen Schieben, Town Councilmember	
	Ralph Miller, Town Councilmember	
	Julie A. Rivera, Town Councilmember	
ATTEST:		
Ms. Jennifer N. Sandberg, IAN Clerk-Treasurer	MC, CMC, CPFIM,	

EXHIBIT A

PARCELS OF PROPERTY IN THE ANNEXATION TERRITORY

Parcel Number	Mailing Address	Site Address
45-15-36-365-021.000-041	14400 Lake Shore Dr. Cedar Lake, IN 46303	14829 S. Gerry Crown Point, IN 46307
45-15-36-364-003.000-041	14400 Lake Shore Dr. Cedar Lake, IN 46303	5601 W. 148 th Ave. Crown Point, IN 46307
45-15-36-363-017.000-041	14400 Lake Shore Drive Cedar Lake, IN 46303	5701 W. 148 th Ave Crown Point, IN 46307
45-15-36-362-008.000-041	14400 Lake Shore Dr Cedar Lake, IN 46303	5801 W. 148 th Ave. Crown Point, IN 46307
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45-15-36-360-001.000-041	14400 Lake Shore Dr. Cedar Lake, IN 46303	6001 W. 148 th Ave. Crown Point, IN 46307
45-15-36-366-001.000-041	14400 Lake Shore Dr. Cedar Lake, IN 46303	5917 W. 149 th Ave. Crown Point, IN 46307
45-15-36-360-001.000-041	14400 Lake Shore Dr. Cedar Lake, IN 46303	6001 W. 148 th Ave. Crown Point, IN 46307

LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED

ALL LOTS IN BLOCK 7, ALL LOTS IN BLOCK 8, ALL LOTS IN BLOCK 9 (EXCEPT LOTS 7,8, 45 AND 46 THEREOF), AND ALL LOTS IN BLOCK 12 IN THE SHADES ADDITION PLAT "J", BEING A SUBDIVISON 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 SUBDIVISON: RAYMOND AVENUE, COLFAX STREET, HAMLIN STREET, KING STREET, MYOMA STREET, KELSO STREET, CRAFTON STREET AND MONTEREY STREET.

EXHIBIT B

A FISCAL PLAN FOR THE ORGANIZATION AND EXTENSION OF SERVICES FOR A PROPOSED ANNEXATION TO THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA,

This document is the written Fiscal Plan that establishes a definite policy for the provision of municipal services to the parcels of real property legally described on Exhibit "A" attached hereto (hereinafter "20.32 acres"), which parcel is being proposed for annexation.

Once this Fiscal Plan is adopted by Resolution, and an Annexation Ordinance is adopted by the Town Council of the Town of Cedar Lake, Lake County, Indiana, this Fiscal Plan shall serve as the official document regarding fiscal planning for the above-described subject parcel to be annexed, together with all other land use and development requirements of the Town of Cedar Lake for the development planned for the subject parcel, which is to be made in combination with a parcel or parcels of real property already situated in the corporate boundaries of the Town of Cedar Lake. At the time the annexation becomes effective, all Departments of the Town of Cedar Lake will modify their respective jurisdictions and activities accordingly in order to implement this Fiscal Plan.

Police and fire protection, emergency medical services, solid waste collection, and traffic control will be provided for the health and safety of the area to be annexed. All other non-capital services, such as street maintenance, and all administrative functions of the Town, will be provided such services upon annexation and in the same manner as similar areas are normally provided within the Town of Cedar Lake. As indicated elsewhere in this Fiscal Plan, there are facilities and improvements (infrastructure) anticipated and at the time of development a need for park services or other similar services will be provided by the Petitioner/Owner.

The supporting documentation indicates a nominal cost to be incurred for providing these services as the 20.32 acres, with the adjacent development parcels, develop. When the proposed area development parcel is fully developed, it is anticipated that revenues from the property taxes collected from the owners of property in the 20.32 acres will exceed the costs incurred by a Town to provide such services. This project is based upon the assumption that the Town of Cedar Lake, by its Town Council and Plan Commission, respectively, approve and adopt the proposed RT PUD (Planned Unit Development) Zoning Classification sought, and to be applied for by the Annexation Petitioner and Owner.

Subject to the provision hereinafter in this Fiscal Plan for provision by the Town of Municipal Services, the Town of Cedar Lake shall implement and provide the planned services of a noncapital nature, including police protection, fire protection, street and road maintenance, and other noncapital services normally provided within the Town municipal corporate boundaries within one (1) year after the effective date of annexation, and that said services will be provided in a manner equivalent in standard and scope to those noncapital services provided to areas within the Towns municipal corporate boundaries. Furthermore, and also subject to the provisions hereinafter in this Fiscal Plan for provision by the Town for Municipal Services, the Town of Cedar Lake will provide services of a

capital nature, including street construction, street lighting, sewer facilities, water facilities, stormwater drainage facilities, within three (3) years after the effective date of the annexation in the same manner as those services are provided to areas within the Town municipal corporate boundaries, regardless of similar topography, patterns of land use, and population density, and in a manner consistent with federal, state and local laws, procedures, and planning criteria, unless otherwise provided for hereinafter. The capital services herein referenced will be funded, constructed and/or provided by the Developer and Petitioner in connection with the development of the subject parcel to be annexed, whether on the subject parcel solely, or in combination with the adjacent parcels already within the Town, and will be provided by the Petitioner and Owner and not the Town, as set forth in this Fiscal Plan.

PROVISIONS FOR MUNICIPAL SERVICES

The following categories identify the municipal services that are normally provided to properties within the municipal corporate boundaries of the Town of Cedar Lake, Lake County, Indiana. Within each listing is an explanation of the nature of the services as it relates to the proposed annexation and the estimated cost for same.

- <u>Police Protection</u> The real property being considered for annexation consists of a land area of approximately 20.32 acres, more or less, and would be easily patrolled. The addition of the land area would result in some additional roadways; however, existing police patrols will accommodate the annexed area will be offset by increased revenues generated by the 20.32 acres development property taxes. The current budget provides for 23 full-time Police Officers and a part-time Code Enforcement Officer.
- <u>Fire Protection</u> The area is currently being serviced by the Cedar Lake Municipal Fire Department. Once annexed, the area will be serviced by the Town of Cedar Lake Municipal Fire Department. While some additional burden on the Town of Cedar Lake will exist for fire protection, which will be assumed immediately upon completion of the annexation process, the burden is minimal since the land is vacant and unoccupied. The present manpower and equipment of the Cedar Lake Municipal Fire Department is sufficient to service the additional area to be annexed. The current budget provides for 14 full-time Members and for 2 ambulances.
- Emergency Medical Services The area is currently being served by the Town of Cedar Lake Municipal Fire Department Emergency Medical Services. The present manpower and equipment of the Town of Cedar Lake Fire Department Emergency Medical Services is sufficient to handle any contingencies that may arise in the additional area to be annexed.
- 4. Solid Waste (Garbage Refuse/Receivables) Collection – The Town of Cedar Lake, by agreement with a private waste collection service, currently provides each household with residential waste collection. The Town charges a monthly fee for this service that is payable on the monthly utility bill issued to each household for such service.

- 5. <u>Traffic Control</u> – Traffic control for this area would be under the jurisdiction of the Town of Cedar Lake Metropolitan Police Department. Installation of automatic traffic control devices/signals or other measures are not anticipated at this time, or in the foreseeable future. If required for the anticipated development, the installation of same would be at the cost of the Developer of the 20.32 acres.
- 6. Streets and Roads – The proposed annexation would result in additional public streets for maintenance costs. It is anticipated that gas tax revenues will cover the maintenance costs for these streets. No additional equipment or manpower would be required as a result of this annexation. Upon development of the 20.32 acres, the Developer will install streets and roadway improvements in the subdivision in accordance with the Town's Subdivision Control Ordinance, development standards of the Town, and/or land use and development approvals for development, including any PUD Agreement or Zoning Commitment(s) under applicable law.
- Streetlights and Signage The proposed annexation would result in additional streetlights and signage for maintenance costs. It is anticipated that gas tax revenues will cover the maintenance costs for these streetlights and signage. No additional equipment or manpower would be required as a result of this annexation. Upon development of the 20.32 acres, the Developer will install streets and roadway improvements in the subdivision in accordance with the Town's Subdivision Control Ordinance, development standards of the Town, and/or land use and development approvals for development, including any PUD Agreement or Zoning Commitment(s) under applicable law.
- <u>Parks</u> No additional parks are anticipated for the 20.32 acres. Upon completion of development and/or at the time of building permit issuance, the Town will assess a Park Impact Fee in the amount of \$1,762.00, per plated parcel or identified parcel delineated for residential structure, as approved. This Park Impact Fee may then be used by the Town for any permitted and authorized park improvements.
- <u>General Administrative Functions</u> The cost of the general administrative services to be proved to the area to be annexed is insignificant. It is anticipated that the Administrative Staff of the Town of Cedar Lake will be able to handle appropriately any additional administrative duties and responsibilities that may result from the annexation.
- <u>Planning and Building</u> It is not anticipated that any additional funds will be required to be expended by the Department of Building and Planning for planning activities associated with the area to be annexed. The Building Department will generate sufficient permit fees to cover any added expenses as the proposed and anticipated project develops and residential home building permits are issued.
- Water The Cedar Lake Municipal potable water supply will be available to all residents in the proposed 20.32 acres to be annexed. Infrastructure necessary to supply water to each of the proposed lots within the development will be constructed and paid for in the course of development construction by the Developer. Water usage will be paid for by the Town billing household users at the then current rates directly on a monthly basis, when service is provided.

- <u>Sanitary Sewers</u> Pursuant to an agreement with the Town of Lowell, the Lowell Wastewater Treatment Plant has sufficient capacity allotted to the Town of Cedar Lake to service the 20.32 acres to be annexed. Infrastructure necessary to provide a sanitary sewer connection and wastewater treatment service to each of the proposed lots will be constructed and paid for in the course of the development construction by the Developer. The Developer is not responsible for WWTP Facility Infrastructure expense for the development of the parcel of real estate being annexed herein. Sanitary sewer usage will be paid for by Town billing household users at the thencurrent rates directly on a monthly basis.
- Storm Water Drainage Storm water drainage is currently being handled by farm 13. tiles and an open drain. Storm sewers and other storm water flow control measures will be provided, installed, and paid for by the Developer in accordance with the stormwater development regulations for the Town of Cedar Lake. Stormwater User Rate fees will be paid for by the Town billing household users at the then current rates directly on a monthly basis.
- 14. Other Utilities- Natural gas and electric service is provided to the annexation area by NIPSCO (Northern Indiana Public Service Company), by utility and transmission lines located on or near the annexation area. Telephone, internet, and cable services are available to the annexation area by multiple service providers.

REVENUES

The total amount of tax revenues payable to the Town of Cedar Lake, once the development project is completed, will increase in direct proportion with the number of residential units and approved amenities constructed in the 20.32 acres development, as confirmed by the 2022 budget report prepared by the Town Financial Advisor, O.W. Krohn and Associates, LLP.

FINANCIAL SUMMARY OF FISCAL IMPACT OF AREA TO BE ANNEXED

The estimated annual costs to service the area by the Town of Cedar Lake will be nominal in relationship to the 2023 annual budget of the Town of Cedar Lake.

METHOD OF FINANCING PLANNED SERVICES

The noncapital services will be financed by the Town of Cedar Lake's General Fund and provided within the first year of annexation, or as required, depending on the rate of development within the 20.32 acres and annexed area. The capital services, as required, will be funded by the payment of property taxes assessed against improvements as the 20.32 acres development is constructed and completed. All costs and expenses of development improvement herein will be the responsibility of the Petitioner/Developer as set forth herein, or any other agreement entered pursuant to law of land use approvals for the development proposed and to be constructed on the subject parcel, or combination of parcel proposed for development.

EXHIBIT A

PARCELS OF PROPERTY IN THE ANNEXATION TERRITORY

Parcel Number	Mailing Address	Site Address
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LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED

ALL LOTS IN BLOCK 7, ALL LOTS IN BLOCK 8, ALL LOTS IN BLOCK 9 (EXCEPT LOTS 7,8, 45 AND 46 THEREOF), AND ALL LOTS IN BLOCK 12 IN THE SHADES ADDITION PLAT "J", BEING A SUBDIVISON 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 SUBDIVISON: RAYMOND AVENUE, COLFAX STREET, HAMLIN STREET, KING STREET, MYOMA STREET, KELSO STREET, CRAFTON STREET AND MONTEREY STREET.

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDITALICE ITO. 1434	ORDINANCE NO:	1434	
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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 of certain specified real property 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 said certain contiguous parcels 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, and that annexation of said parcels and property are consistent with applicable federal, state and local laws, procedures and planning criteria; and

WHEREAS, the Town Council has established and approved 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, potable 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 attached Exhibit "A", hereto, which are deemed contiguous to the Town of Cedar Lake, be, and the same hereby are annexed to, and made part of, the Town of Cedar Lake, Lake County, Indiana.

SECTION TWO: That 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 Agricultural Zoning District Classification for the parcel and property.

SECTION FOUR: That the parcel of real estate sought to be annexed will be assigned to Ward 5 as a voting district in the Town of Cedar Lake, Lake County, Indiana, pursuant to the applicable provisions of I.C. §36-4-3-4(g), as amended.

SECTION FIVE: That the Clerk-Treasurer of the Town is hereby directed to cause this 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**

2023, BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY INDIANA.		
	TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, TOWN COUNCIL	
	Richard Sharpe, Town Council President	
	John C. Foreman, Town Council Vice-President	
	Robert H. Carnahan, Town Council Member	
	Nick Recupito, Town Council Member	
	Ralph Miller, Town Council Member	
	Colleen Schieben, Town Council Member	
	Julie A. Rivera, Town Council Member	
ATTEST:		
Ms. Jennifer N. Sandberg, IAMC, CMC, Cl Clerk-Treasurer	PFIM,	

EXHIBIT A

PARCELS OF PROPERTY IN THE ANNEXATION TERRITORY

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

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

RESOLUTION NO. 1330

AN ADDITIONAL APPROPRIATION

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

NOW, THEREFORE;

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

	AMOUNT REQUESTED	AMOUNT APPROVED BY FISCAL BODY
Fund Name: General Fund Department: Town Council Major Budget Classification:		
Other Services and Charges	\$40,000.00	\$40,000.00
TOTAL for General Fund:	\$40,000.00	\$40,000.00
Fund Name: Motor Vehicle Highway Major Budget Classification:		
Other Services and Charges	\$10,000.00	\$10,000.00
TOTAL for Motor Vehicle Highway Fund:	\$10,000.00	\$10,000.00
Fund Name: 2022A Building Corp. Bond Major Budget Classification:		
Capital Outlay	\$292,400.00	\$292,400.00
TOTAL for 2022A Building Corp. Bond:	\$292,400.00	\$292,400.00
Fund Name: 2022B Building Corp. Bond Major Budget Classification:		
Capital Outlay	\$567,600.00	\$567,600.00
TOTAL for 2022B Building Corp. Bond:	\$567,600.00	\$567,600.00
Fund Name: Cumulative Capital Development Fund Major Budget Classification:		
Capital Outlays	\$120,000.00	\$120,000.00
TOTAL for Cumulative Capital Development Fund:	\$120,000.00	\$120,000.00

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA THIS 7^{th} DAY OF FEBRUARY, 2023.

Richard Sharpe, President	John Foreman, Vice President		
Robert H. Carnahan	Julie Rivera		
Nicholas Recupito	Ralph Miller		
ATTEST:	Colleen Schieben		
Jennifer N. Sandberg, IAMC, CMC, CPFIM Clerk-Treasurer			

February 7, 2023	
ALL TOWN FUNDS	\$351,717.95
WASTEWATER OPERATING	\$199,497.33
WATER UTILITY	\$137,831.07
STORM WATER	\$17,583.78
PAYROLL 1/19/23, 2/1/23, 2/2/23	\$628,979.70



Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1.	Name and Address of Public Servant Submitting Statement: John C. Foreman
	12745 Parrish Avenue, Cedar Lake, IN 46303
2.	Title or Position With Governmental Entity: Councilman
3.	a. Governmental Entity: Town of Cedar Lake
	b. County: Lake
4.	This statement is submitted (check one):
	a as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
	b. as an "annual" disclosure statement, as to my financial interest connected with any contracts of purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5.	Name(s) of Contractor(s) or Vendor(s): Gruel Brothers Inc.
	·
6.	Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):
	85-plus-year-old lawn mower, chain saw, snow blower and service company

Do not take any paycheck from Gruel	Brothers		
(At	tach extra pages if a	dditional space	e is needed.)
Approval of Appointing an elected public servant	Officer or Body (To or the board of truste	o be completed ses of a state-s	d if the public servant was appointed supported college or university.):
I (We) being the		Town Cou	
. ,	(Title of Office	r or Name of G	Governing Body)
The	Town of Cedar Lake)	and having the power to app
(Name of Gove	rnmental Entity)		
purchase(s) in which said	d public servant has pproval does not wa	a conflict of in ive any objecti	n the above described contract(s) nterest as defined in Indiana Code on to any conflict prohibited by state any illegal act.
		-	
Elected Official		-	Office
Effective Dates (Conflict	of interest statemen	ts must be sul	bmitted to the governmental entity p
to final action on the conti	ract or purcnase.):		

10. Affirmation of	of Public Servant: T	his disclosure v	was submitted to	the governmental	entity and
accepted by f	he governmental entit	y in a public m	eeting of the gov	ernmental entity p	rior to final
action on the	contract or purchase.	l affirm, under p	enalty of perjury,	the truth and comp	leteness of
the statement	s made above, and tha	it I am the above	e named public se	ervant.	

Signed:	
	(Signature of Public Servant)
Date:	
	(month, day, year)
Printed (Please	Name: print legibly.)
Email A	ddress: iohn.foreman@cedarlakein.org

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1.	Name and Address of Public Servant Submitting Statement: Tim Kubiak
2.	Title or Position With Governmental Entity: <u>Director of Operations</u>
3.	a. Governmental Entity: Town of Cedar Lake
	b. County: Lake County, Indiana
4.	This statement is submitted (check one):
	 as a "single transaction" disclosure statement, as to my financial interest in a specific contract of purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
	b. ✓ as an "annual" disclosure statement, as to my financial interest connected with any contracts of purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5.	Name(s) of Contractor(s) or Vendor(s): <u>Kubiak Development</u>
6.	Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):
	None

	(Attach extra pages if additional space is needed.)
Approval of Appo an elected public se	nting Officer or Body (To be completed if the public servant was appointed evant or the board of trustees of a state-supported college or university.):
L(Ma) baing the	Town Council
r (vve) being the	
r (vve) being the	(Title of Officer or Name of Governing Body)
TI	e Town of Cedar Lake and having the power to appo
(Name of	e Town of Cedar Lake and having the power to appo Governmental Entity) blic servant to the public position to which he or she holds, hereby approve t
(Name of the above named p participation to the purchase(s) in which 44.1-1-4; however,	e Town of Cedar Lakeand having the power to appo Governmental Entity)
(Name of (Name of the above named p participation to the purchase(s) in which 44.1-1-4; however, rule, or regulation a	e Town of Cedar Lake Governmental Entity) blic servant to the public position to which he or she holds, hereby approve to appointed disclosing public servant in the above described contract(s) in said public servant has a conflict of interest as defined in Indiana Code 3 his approval does not waive any objection to any conflict prohibited by statured is not to be construed as a consent to any illegal act.
(Name of the above named p participation to the purchase(s) in which 44.1-1-4; however,	e Town of Cedar Lake Governmental Entity) blic servant to the public position to which he or she holds, hereby approve appointed disclosing public servant in the above described contract(so said public servant has a conflict of interest as defined in Indiana Code his approval does not waive any objection to any conflict prohibited by stand is not to be construed as a consent to any illegal act.

10. Affirmation of Public Servant: This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above name Signed:

Signed:

(Signature of Public Servant)

Date: (month day year)

Printed Name: Tim Kubiak (Please print legibly.)

Email Address: tim.kubiak@cedarlakein.org

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

Title or Position With Governmental Entity: Police Officer
a. Governmental Entity: Town of Cedar Lake
b. County: Lake
This statement is submitted (check one):
a. as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
b. as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
Name(s) of Contractor(s) or Vendor(s): BUGGAS LLC.
Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):
VENDOR SUPPLIES CAR WASH SUPPLIES AND DETAILING SERVICES

PR	OFITS AS OWNER OF VENDOR, PROFIT IS ESTIMATED TO BE	ELESS THAN \$5,000,00 ANUALLY
=		
=		
-	(Attach extra pages if	additional space is needed.)
App an e	roval of Appointing Officer or Body (lected public servant or the board of true	To be completed if the public servant was appointed be stees of a state-supported college or university.):
I (\	Ne) being the	of
	(Title of Office	eer or Name of Governing Body)
-		and having the power to appoir
	(Name of Governmental Entity)	
parti purc 44,1	cipation to the appointed disclosing hase(s) in which said public servant ha	c position to which he or she holds, hereby approve the public servant in the above described contract(s) cas a conflict of interest as defined in Indiana Code 35 vaive any objection to any conflict prohibited by statuted as a consent to any illegal act.
-	Elected Official	Office
	ctive Dates (Conflict of interest statement action on the contract or purchase.):	ents must be submitted to the governmental entity prio
to m	an action on the constraint of parentacing.	

10. Affirmation of Public Servant: This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed:
(Signature of Public Servant)

Date:

01/29/23
(month, day, year)

Printed Name:
DOUGLAS G. MACHALK
(Please print legibly.)

Email Address: dougmachalkjaxwax@gmail.com

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

	Title or Position With Governmental Entity: Chief Deputy Clerk
	a. Governmental Entity: Town of Cedar Lake
	b. County: Lake County, Indiana
	This statement is submitted (check one):
	a. as a "single transaction" disclosure statement, as to my financial interest in a specific contract of purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
	b. as an "annual" disclosure statement, as to my financial interest connected with any contracts o purchases of the governmental entity which I serve, which are made on an ongoing basis with o from particular contractors or vendors.
	Name(s) of Contractor(s) or Vendor(s): Nagy's Automotive
	Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):
	My spouse owns an auto repair shop in Cedar Lake. Repairs to Police and Fire vehicles are performed when the Public Works mechanic cannot repair the vehicles.
- 3	I do not solicit for the services provided by Nagy's Automotive. I serve as the bookkeeper for the business.

Profits derived from the services provide the primary	y source of income for the Nagy household
Tronts derived from the services provide the primary	y source of income for the wagy household.
(Attach extra pages if	additional space is needed.)
Approval of Appointing Officer or Body (an elected public servant or the board of trus	To be completed if the public servant was appointed stees of a state-supported college or university.):
I (We) being the	
(Title of Office	er or Name of Governing Body)
	and having the power to ap
(Name of Governmental Entity)	and having the power to ap
rule, or regulation and is not to be construed	aive any objection to any conflict prohibited by sta
rule, or regulation and is not to be construed	aive any objection to any conflict prohibited by sta
rule, or regulation and is not to be construed Elected Official	aive any objection to any conflict prohibited by sta
Elected Official Effective Dates (Conflict of interest stateme	vaive any objection to any conflict prohibited by states as a consent to any illegal act. Office
rule, or regulation and is not to be construed Elected Official	
Elected Official Effective Dates (Conflict of interest statement to final action on the contract or purchase.): Date Submitted (month, day, year) Affirmation of Public Servant: This discarcepted by the governmental entity in a purchase construed.	Office Office Pate of Action on Contract or Purchase (month, day, public meeting of the governmental entity public meeting of the governmental entity public meeting of the governmental entity prior to under penalty of perjury, the truth and completeness.
Elected Official Effective Dates (Conflict of interest statement to final action on the contract or purchase.): Date Submitted (month, day, year) Affirmation of Public Servant: This discacepted by the governmental entity in a paction on the contract or purchase. I affirm,	Office Office Pate of Action on Contract or Purchase (month, day, public meeting of the governmental entity public meeting of the governmental entity public meeting of the governmental entity public meeting of perjury, the truth and completeness

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

2.	Title or Position With Governmental Entity: IT Director
3.	a. Governmental Entity: Town of Cedar Lake
	b. County: Lake
ı.	This statement is submitted (check one):
	a as a "single transaction" disclosure statement, as to my financial interest in a specific contract of purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
	b. as an "annual" disclosure statement, as to my financial interest connected with any contracts of purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5.	Name(s) of Contractor(s) or Vendor(s): WBKL Communications
3.	Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):
	Installation and maintenance of Telephone Systems, CCTV, Access Control, Paging and Computer Networks. The current

	dent" expects to derive a profit or financial b	scribe in what manner the public servant or "depen- benefit from, or otherwise has a pecuniary interest in, asonably determinable, state the approximate dollar
		ms, the main goal is to provide savings to the town by using Town. All labor is either on current Town time or donated.
	(Attach extra pages if ac	dditional space is needed.)
8.		be completed if the public servant was appointed by
	I (We) being the	of
	(Title of Officer	or Name of Governing Body)
		and having the power to appoint
	(Name of Governmental Entity)	and naving the perior to appoint
	participation to the appointed disclosing pu purchase(s) in which said public servant has	position to which he or she holds, hereby approve the blic servant in the above described contract(s) or a conflict of interest as defined in Indiana Code 35-ve any objection to any conflict prohibited by statute, is a consent to any illegal act.
	Elected Official	Office
9.	Effective Dates (Conflict of interest statemen to final action on the contract or purchase.):	ts must be submitted to the governmental entity prior
	Date Submitted (month, day, year)	Date of Action on Contract or Purchase (month, day, year)

10.	Affirmation of Public Servant: This disclosure was submitted to the governmental entity and
	accepted by the governmental entity in a public meeting of the governmental entity prior to final
	action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of
	the statements made above, and that I am the above named public servant

Signed:	(Signature of Public Servant)
Date:	February 1, 2023 (month, day, year)
	Name: Clifford S Wroe print legibly.)
Email A	ddress: cliff.wroe@cedarlakein.org

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO.: 1447

AN ORDINANCE AMENDING CEDAR LAKE TOWN CODE §30.06, ENTITLED "PRESIDENT OF COUNCIL", AND ALL MATTERS RELATD THERETO.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Council"), has reviewed the Town Code pertaining to the **PRESIDENT OF COUNCIL** provisions set forth at Cedar Lake Town Code §30.06; and

WHEREAS, the Town Council received a citizen inquiry on said Town Code section and actions by the Town Council related thereto; and

WHEREAS, the Town Council, upon deliberation on this citizen inquiry, concluded that election of one (1) member of the Town Council to be elected President was legally followed, as such Town Council President was elected by majority vote in the Council Meeting of the Town Council in the year end meeting of the Town Council before the year 2023; and

WHEREAS, the Town Council acted appropriately to elect its Town Council President for Y2023, but concurs that greater clarity can be provided to the Town Code provisions related to the President of the Town Council set forth at Town Code §30.06; and

WHEREAS, the Town Council agrees that clarity would be beneficial, and as such, agrees that amendment of Cedar Lake Town Code §30.06, regarding "PRESIDENT OF COUNCIL", is appropriate.

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

SECTION ONE: That Cedar Lake Town Code §30.06, entitled **PRESIDENT OF COUNCIL**, be amended to read and provide hereafter as follows, namely;

"§30.06 **PRESIDENT OF COUNCIL** shall read and provide hereafter as follows, namely;

One (1) Member of the Town Council shall be elected President by a majority vote of the Town Council in a year-end or special meeting of the Town Council in the calendar year before the calendar year of the new year, or in the first Council Meeting of the calendar year of the new year, all as deemed appropriate by the Members of the Town Council."

SECTION TWO: That the aforesaid election required in Town Code §30.06 shall be conducted as New Business on a Public Meeting agenda, for a Public Meeting which is noticed

and conducted in conformance with current applicable Open-Door Law of the State of Indiana, and as same may be amended hereafter from time to time.

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

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

ALL OF WHICH IS PASSED AND ADOPTED THIS DAY OF, 2023, BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.	
	TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, TOWN COUNCIL
	RICHARD SHARPE, President
	JOHN C. FOREMAN, Vice-President
	ROBERT H. CARNAHAN, Member
	JULIE A. RIVERA, Member
	NICK RECUPITO, Member
	RALPH MILLER, Member
	COLLEEN SCHIEBEN, Member
ATTEST:	
JENNIFER N. SANDBERG, IAMC, CMC, Clerk-Treasurer	CPFIM



January 11, 2023

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

Re: Cedar View Properties, LLC

To Whom It May Concern:

This letter is in reference to an existing Irrevocable Letter of Credit in your favor, which is enclosed. At the request of Cedar View Properties, LLC, Irrevocable Letter of Credit which is dated February 15, 2022 and expires on February 15, 2023 has been extended.

The Letter of Credit referenced above has been extended for one year and now has an expiration date of February 15, 2024.

Presentation of this Letter of Credit may be made at Community State Bank at 224 W Main St, Brook, IN 47922.

If you have any questions, please feel free to contact me at 219-275-2441 or Brock.lseminger@communitystatebank.com.

Sincerely.

Brock Iseminger
President/CEO
Community State Bank
219-275-2441
Brock.Iseminger@communitystatebank.com



IRREVOCABLE LETTER OF CREDIT

Issue Date:

2/15/2022

Irrevocable Letter of Credit #:

•

Beneficiary:

Town of Cedar Lake 7408 Constitution Ave

PO Box 707

Cedar Lake, IN 46303

Applicant:

Cedar View Properties, LLC

Amount:

\$14,047.00

Expiration Date:

2/15/2023

We hereby issue this Letter of Credit in your favor, which is available by payment of your draft at sight drawn on Community State Bank bearing the clause "Drawn Under Letter of Credit issued by Community State Bank" when accompanied by the following documents:

An affidavit from the Town Engineer that Cedar View Properties, LLC has failed to fulfill its
obligations in accordance with the development plans.

Presentation of this Letter of Credit may be made at Community State Bank at 224 W Main St, Brook, IN 47922.

This Letter of Credit is valid for one calendar year from February 15, 2022.

If you have any questions, please feel free to contact me at 219-275-2441 or Brock. Iseminger@communitystatebank.com.

Sincerely,

Brock Iseminger
President/CEO
Community State Bank
219-275-2441

Brock.lseminger@communitystatebank.com

Irrevocable Letter of Credit No Community State Bank 224 W Main Street Brook, IN 47922	Extended to Fe	ebruary 15, 2024	
Subdivision/Entity: Cedar View Property	ties, LLC		
Accepting the Performance Letter of C	redit Extension		
ALL OF WHICH IS ACKNOWLEDGED AN	D ACCEPTED TH	IIS DAY OF	, 2023,
BY THE TOWN COUNCIL OF THE TOWN	I OF CEDAR LAKE	E, LAKE COUNTY, INDIAN,	۹.
		N COUNCIL N OF CEDAR LAKE, INDIAN	IA
	Ву:	Richard Sharpe Town Council Presiden	t
ATTEST:			
Jennifer Sandberg, IAMC Clerk-Treasurer			



Loan Center 9204 Columbia Avenue Munster, Indiana 46321 219.853.7500

February 15, 2023

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

Gentlemen:

Peoples Bank, at the request of our applicant, Summer Winds Development LLC, has provided n your favor, which is attached hereto, in its Irrevocable Standby Letter of Credit No the amount of Two Hundred Forty-Four Thousand One Hundred Eighty-Seven Dollars and 85/100 (\$244,187.85), dated February 15, 2023, in your favor. This will certify that Dustin Gorelick, VP, Business Banker, is authorized to provide and execute the attached Irrevocable Standby Letter of Credit, that the signature appearing on said Letter of Credit is authentic, and that the Bank has complied with all banking laws and requirements and other laws in connection with the issuance of such Letter of Credit.

Sincerely,

Gregory Bracco, SVP

Chief Business Banking Officer

Attachment: Letter of Credit No.

GB/ns





Loan Center 9204 Columbia Avenue Munster, Indiana 46321 219.853.7500

IRREVOCABLE STANDBY LETTER OF CREDIT

APPLICANT:

Summer Winds Development LLC

SUBDIVISION/DEVELOPMENT AT ISSUE:

40 E. Joliet Street, Suite 1B

Schererville, IN 46375

Summer Winds Unit 1 Cedar Lake, Indiana

Total Amount: \$244,187.85

(maximum aggregate amount)

ISSUER'S NAME & ADDRESS:

Peoples Bank 9204 Columbia Avenue Munster, IN 46321

Attention: Commercial Loan Department

Telephone:

219-853-7500

Email:

dgorelick@ibankpeoples.com

BENEFICIARY:

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

Telephone:

219-374-7400

Irrevocable Standby Letter of Credit No:

Issuance Date: February 15, 2023

Expiration Date:

February 15, 2024

Ladies and Gentlemen:

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

\$244,187.85



Peoples Bank Irrevocable Standby Letter of Credit No.

February 15, 2023

Page 2

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

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

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

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

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

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

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

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

Expiration Date. The expiration date of this Irrevocable Standby Letter of Credit is February 15, 2024.

Peoples Bank Irrevocable Standby Letter of Credit No

February 15, 2023

Page 3

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

Sincerely,

PEOPLES BANK

By: Dustin Gorelick

VP, Business Banker

CERTIFICATION

	penalty of perjury that I am the duly authorized by Letter of Credit and have full authority and all this Irrevocable Standby Letter of Credit.
SIGNED AND DATED THIS DAY C	F February 2023
Sincerely,	
ISSUER: PEOPLES BANK	
By: Dustin Gorelick VP, Business Banker	
ACC	EPTANCE
	penalty of perjury that I am the duly authorized and have full authority and all required approval to y Letter of Credit.
SIGNED AND DATED THISDAY OF	February, 2023
	(Signature)
·	(Print Name)
ATTEST:	(Title)
Clerk-Treasurer	

The Clerk-Treasurer shall act as the custodian of Cedar Lake's original signed copy of this Irrevocable Standby Letter of Credit.

EXHIBIT A SIGHT DRAFT FOR IRREVOCABLE STANDBY LETTER OF CREDIT REGARDING SUMMER WINDS DEVELOPMENT LLC UNIT 1

DATE:	
RE: IRREVOCABLE STANDBY L	ETTER OF CREDIT No.:
APPLICANT:	Summer Winds Development LLC 40 E. Joliet Street, Suite 1B Schererville, IN 46375
ISSUER:	Peoples Bank 9204 Columbia Avenue Munster, Indiana 46321 Attention: Commercial Loan Department Telephone: 219-853-7500 Email: dgorelick@ibankpeoples.com
BENEFICIARY:	Town of Cedar Lake 7408 Constitution Avenue Cedar Lake, IN 46303
referenced Letter of Credit for the ar	ilable to the Beneficiary under the Letter of Credit. Under
Beneficiary; (ii) Applicant is in defaulting infrastructure for the Irrevocable Standby (iii) The above-stated am Beneficiary from App	nount of this Sight Draft is the amount currently due to
check, available for collection at the account of the Beneficiary:	
TOWN OF CEDAR LAKE	
By: Name: Title:	

EXHIBIT B LETTER OF CREDIT REDUCTION APPROVAL FOR SUMMER WINDS DEVELOPMENT LLC UNIT 1

DATE:	
RE: <u>IRREVOCABLE STA</u>	ANDBY LETTER OF CREDIT: (hereinafter, ILOC)
Number: Date of Issuance: Current Total Amou Current Expiration I	•
	APPROVAL No.: his ILOC Reduction: COC after this Reduction:
APPLICANT:	Summer Winds Development LLC 40 E. Joliet Street, Suite 1B Schererville, IN 46375
ISSUER:	Peoples Bank 9204 Columbia Avenue Munster, Indiana 46321 Attention: Commercial Loan Department
BENEFICIARY:	Town of Cedar Lake 7408 Constitution Avenue Cedar Lake, IN 46303
TOWN ENGINEER:	
rksheet for Reduction of Total by authorized to reduce the C ched Worksheet.	of and incorporate by reference the calculations stated in the attached Amount of the ILOC for Summer Winds Development LLC Unit 1. Issuer current Total Amount of the above-referenced ILOC as indicated by the enew "Total Amount" of the ILOC shall now equal: NAME OF TOWN ENGINEER
in or ocuar Lake (Beneficial)	,,
ne:	Name:
nmer Winds Development Ll	LC
ne: e:	

EXHIBIT B (Continued)

WORKSHEET FOR REVISED AMOUNT OF IRREVOCABLE STANDBY LETTER OF CREDIT FOR SUMMER WINDS DEVELOPMENT LLC UNIT 1

Applicant has requested the following reduction(s) in the amount of the above-referenced Irrevocable Standby Letter of Credit (hereinafter, ILOC). The has inspected and approved the improvement(s) corresponding to the requested reduction(s), verified the cost and value of the requested reduction(s), and hereby recommends approval of the requested reduction(s).	f
ILOC Reduction Request #:	
Original ILOC Amount: \$244,187.85	
ILOC Revised Amount after all prior approved reduction(s): \$	_
ILOC Revised Amount after approval of new requested reduction(s): \$	_

Item of Improvement	Original Cost Estimate	Previous ILOC Reductions	Amount of New ILOC Requested Reduction	ILOC Amount after New Requested Reduction
Subtotal				
Contingencies (10%)				
1				
Total Letter of Credit				

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







12-14-2022

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

From: Cedar Lake Board of Safety

Cedar Lake, IN 46303

RE: Approval to Hire - Fred Sinew

Dear Cedar Lake Town Council:

At the 11-22-22 Cedar Lake Board of Safety meeting, the Board discussed their support of the hiring Fred Sinew to the Cedar Lake Fire Department as Fulltime Firefighter/Emt. This has been addressed with and approved by the Payroll Department and Clerk Treasurer to proceed as well.

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

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

Lester Kaper
Cedar Lake Board of Safety Chairman
Norman Stick

Cedar Lake Board of Safety Vice-Chairman

David Villalobos

Cedar Lake Board of Safety Member

James Olthoff

Cedar Lake Board of Safety Member

Joshua Govert

Cedar Lake Board of Safety Member

ROONEY & CO, LLC

ACCOUNTING AND ECONOMICS

7839 ISLAY ROAD

INDIANAPOLIS, IN 46217

January 17, 2023

Jennifer N. Sandberg Clerk-Treasurer PO Box 707 7408 Constitution Ave. Cedar Lake, Indiana 46303

Dear Jennifer,

The purpose of this letter is to confirm the cost report services we will perform, and the scope of the engagement. This engagement is by and between Rooney and Co, LLC, an Indiana limited liability company ("Rooney and Co") and the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation (TOWN) which operates an Emergency Medical Service. Our engagement will include the preparation of the following cost report from the information you supply us:

➤ Indiana Medicaid Freestanding Governmental Ambulance Provider Cost Report for the year ending December 31, 2022.

Rooney and Co is responsible for preparing the cost report listed above in compliance with the cost allocation principles found in OMB Circular A-87 and CMS Pub. 15-1 and based on the instructions outlined in the Indiana Health Coverage Program June 4, 2013 Medicaid Bulletin BT201316. The purpose is to determine the Medicaid program ambulance costs for potential additional Medicaid reimbursement. Rooney and Co will provide TOWN a planning guide to assist in compiling the necessary data required for completion of the above report. All statements, records, schedules, working papers, or memoranda prepared by Rooney and Co during our engagement shall remain the exclusive property of Rooney and Co.

This engagement is limited solely to cost report preparation. Rooney and Co will not audit or otherwise verify the data you submit (the "Data"). However, the Office of Medicaid Policy and Planning requires that you have adequate documentation to support the cost reports filed, and we may require clarification with regards to the Data you provide. Regardless of whether or not separate, several, joint or concurrent liability may be imposed upon Rooney and Co, TOWN shall indemnify and hold harmless Rooney and Co from and against all damages, claims, and liability arising from or connected with the Data provided. If Rooney and Co shall become a party to litigation or required to respond to an audit of TOWN based upon the Data submitted or the failure of the cost report to be timely submitted due to the suspension or termination of our work due to non-payment or failure to provide the Data or other necessary info on a timely basis, then TOWN shall hold Rooney and Co harmless and indemnify Rooney and Co with respect to all associated costs, including without limit to: attorneys' fees, accountants' fees, court costs, interests, and penalties.

Our fees for the cost report preparation will be \$4,000 or you may choose a 25% contingency due upon the receipt of the 2022 ambulance supplemental payment. We would agree to limit our fees under the contingency arrangement to \$10,000.

If you choose the fixed fee amount of \$4,000, you will be invoiced upon completion of the cost report. Our invoices are due and payable within 40 days. If the contingency option is chosen, the payment to Rooney and Co is due within 40 days of receipt of your payment. Interest will accrue at a rate of 3% per month on any unpaid balances.

We believe the foregoing correctly sets forth our understanding, but if you have any questions, please let us know. If you find the arrangements acceptable, please acknowledge your agreement to the understanding by signing and returning the letter to us.

the retter to us.	
We look forward to working with y 317.840.8280 or by email, Lisa.Rooney@Roo	you as a client. Should you have questions please contact Lisa Rooney oneyandco.com.
Sincerely,	
Rooney and Co., LLC	
/s/ Lisa Rooney Lisa Rooney, Manager	
Please have the authorized agent or other authorized below.	chorized representative select the fee schedule desired, and then execute and
Flat Fee \$4,000 Contingency Fee of 25% of Payment	t (Limited to \$10,000)
I have read and understand the above Agreem terms.	ment, selected the desired fee schedule, received a copy, and accept all of its
Town of Cedar Lake, Lake County, Indian	na, A Municipal Corporation
By:	Date:
Printed:	Title:

Town of Cedar Lake

Proposal/Agreement for Services

for

HR Consulting Services

from



Date: January 24, 2023

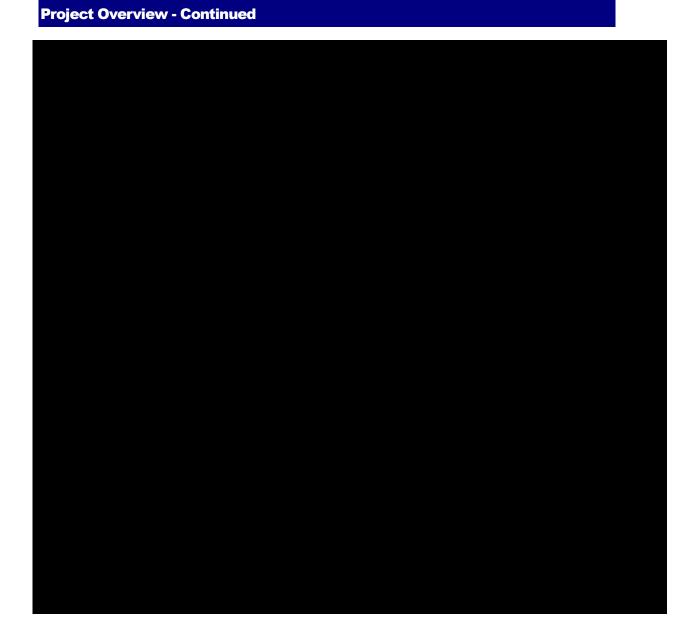
Version: 1.0

01/24/2023 CONFIDENTIAL

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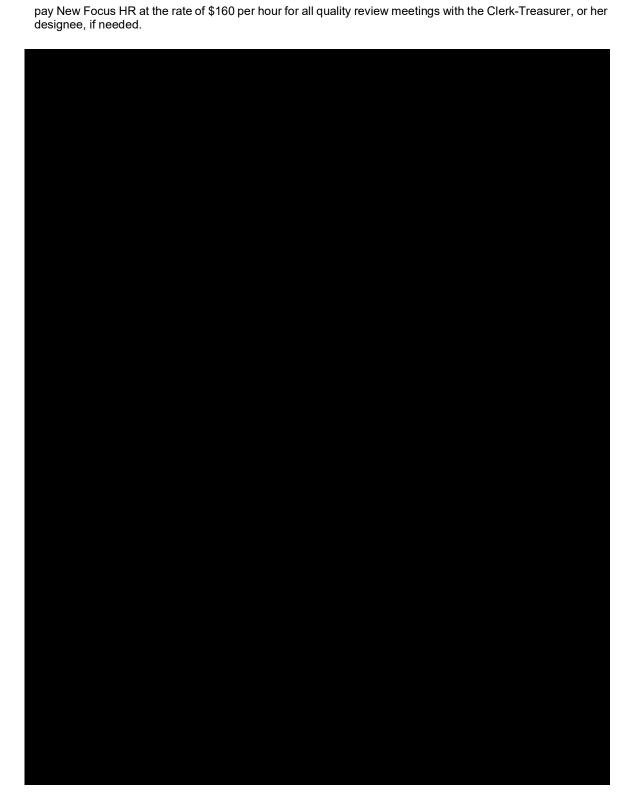




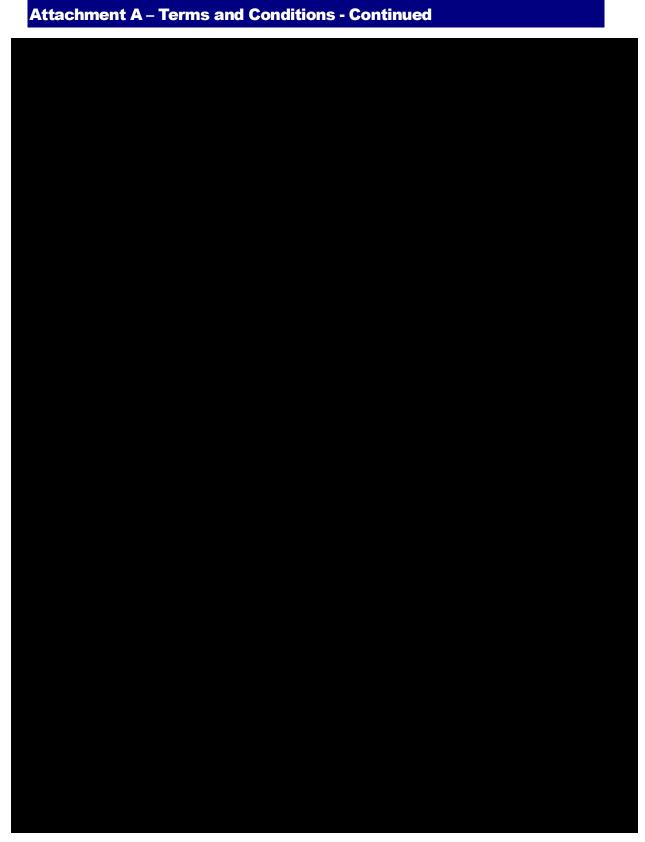




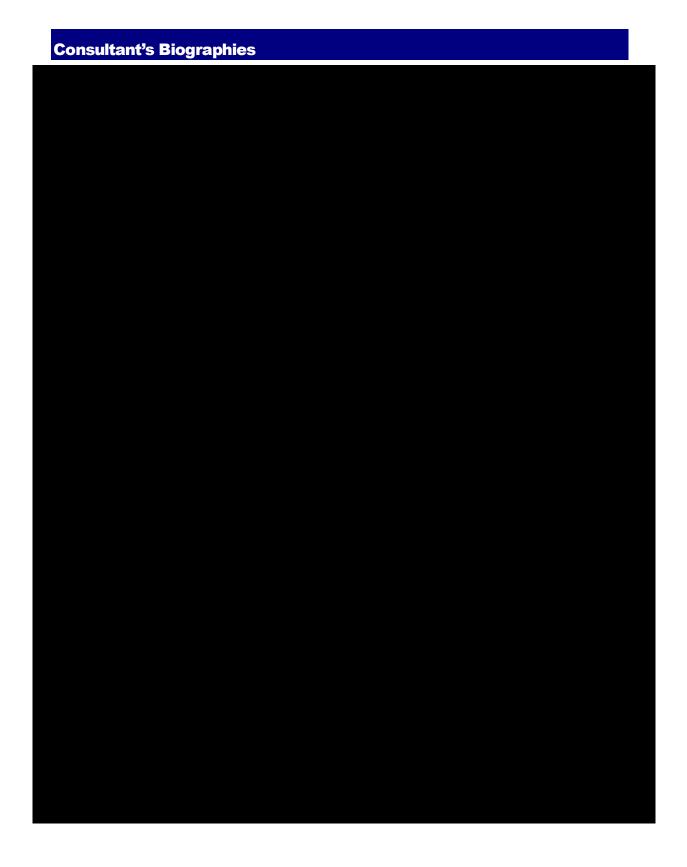




Attachment A – Terms and Conditions - Continued







Consultant's Biographies - Continued

Jason Love, SHRM-CP HR Consultant





Change Order

No. 1

Date of Issuance: January 12, 2023	Effective Da	te: January 19, 2023
Project: Cedar Lake Dredging Stage Own	er: Town of Cedar Lake	Owner's Contract No.:
Contract: Cedar Lake Dredging, Stage	i, SDF	Date of Contract: April 2, 2022
Contractor: Dyer Construction Compan	y, Inc	Engineer's Project No.: 200323
The Contract Documents are modifie	d as follows upon execut	ion of this Change Order:
Description: Quantity adjustments for I		
1 - Add for enclosed Sign		
1 – Deduction for work pe		red in contract
Attachments (list documents supportional Quantity book Cover sheet, Bid Ite	~ .	ntities and change explanation
CHANGE IN CONTRACT PRICE	CE: CF	HANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contra	ct Times: Working days Calendar days
	Substantial co	empletion: NA
\$2,127,600.00	Ready for fina	al payment: NA
Decrease from previously approved Charonders No.:	nge Change from pr	reviously approved Change Orders
	Substantial co	mpletion:
\$ N/A	Ready for fina	al payment:
Contract Price prior to this Change Orde		prior to this Change Order:
\$2,127,600.00		empletion (date):
Increase for this Change Order:	Increase of this	Change Order:
		mpletion (date):
\$20,197. 26	Ready for fina	al payment (date):
Contract Price incorporating this Change Order:	Contract Times	with all approved Change Orders: ompletion (date):
\$ <u>2,147,797.26</u>	Ready for fina	al payment (date):
RECOMMENDED:	ACCEPTED:	ACCEPTED
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Sig	
Dat	Date:	Date:
	EJCDC C-941 Change Ord	

Page 1 of 2

AGENCY: Town Of Cedar Lake PROJ. NO.: 20-0323 PROJECT: Cedar Lake Dredging, Stage 1, SDF

Item	Description	11-12-11-11			Plan	Contract	Remaining	Remainine
7	Mobilization and Demohilization	SULL VILLE	Qty Todate	Total To date	Š	Amount	ě	Value
7	Construction Engineering (1990)	200,000,000	1.00	\$60,000.00	1.00	\$60.000.00	٤	9
m	AS Ruilt Survey	510,000.00	1.00	\$10,000.00	1.00	\$10,000,00	8 8	00.00
4		\$10,795.45	1.00	\$10,795.45	5	00.000,014	0.0	20.00
t 1		\$5,236.42	6.30	\$32 989 AC		410,793.45	0.00	\$0.00
n (Culvert and PipeRemoval	\$14.89	109.00	¢1 £22 na	00.0	\$29,323.9S	-0.70	-\$3,665.49
ו כם	lopsoil - Strip 9", Respread 6"	\$0.85	255000.00	¢21¢ 2€0.00	00.701	\$1,593.23	-2.00	-\$29.78
_	Earth Excavation and Embankment	\$4.61	103398.00	\$476.664 TO	255,000.00	\$216,750.00	0.00	\$0.00
9 0	Swale Construction	\$7.73	4550.00	24/0,004./8	100,000.00	\$461,000.00	-3398,00	-\$15,664.78
6	Silt Fence	¢1 43	00:0657	\$11,175,50	1,550.00	\$11,175.50	00:00	\$0.00
91	Timber Matting	25.33	000000	\$8,580.00	6,000.00	\$8,580.00	0.00	\$0.00
#	Culvert Pipe Protection	44 TE 00	1000,00	\$55,250,00	1,000.00	\$55,250.00	0.00	\$ 000
12	Rock Check Dam	5155.00	00.4	\$620.00	9,00	\$930,00	2.00	\$310.00
13	Erosion Control Blanket	43,725,26	2.00	\$26,272.82	7.00	\$26,272.82	0.00	\$0.00
14	Heavy Duty Erosion Control Blanket	01.36	155500.00	\$245,690.00	155,500.00	\$245,690.00	0.00	\$100
15	Maintenance, Eroslon Control	לביטל לא	3400.00	\$21,318.00	3,400.00	\$21,318.00	00'0	SO OS
16	Restore Existing Gravel Driveway	40.677,054	90.1	\$5,775.64	1.00	\$5,775.64	0.00	000\$
17	Gravel Haul path	72.1.20	45.70	\$972.04	100.00	\$2,127.00	54.30	\$1 154 06
18	Stabilized Construction Entrance	67676	16601.00	\$320,233.29	16,601.00	\$320,233,29	0.00	8000
19	HMA Patching Type B 5"	77074	1000.00	\$20,770.00	1,000.00	\$20,770,00	000	40.00
8	Chain Link Fence 6	\$442.51	15.00	\$6,637.65	15.00	\$6,637.65	000	9 5
21	Chain Link Fence 20' Gate 6'	\$22.32	4565.50	\$101,901.96	4,400.00	\$98,208.00	-165.50	00.0¢
22	Rip-Rap Revetment	\$2,650,00	2.00	\$5,300.00	2.00	\$5,300,00		43,433,36
23	No. 2 Aggregate (Hodistellanted)	\$23.67	3500,00	\$82,845.00	3,500.00	\$82.845.00	8 6	30.00
24	Native Seeding	\$33.36	238.26	\$7,948.35	300.00	\$10,008,00	61.74	20.00
2	IMPOT Tone 2 Grant Mile Boundary	\$0.33	120400.00	\$39,732.00	117,000,00	\$38,610.00	-3400 pp	\$4,059.65
26	Corridor Responsible	\$0.29	70000.00	\$20,300.00	70,000.00	\$20 300 00	00.00	00.221,14-
2 6	Extension Court Control	\$1.28	11316.70	\$14,485,38	12.500.00	616,000,00	0.00	8.8
3 6	Existing Swale Stabilization	\$4.73	72.20	534151	75.00	00.000.01¢	1183.30	\$1,514.62
9 6	Pipe HOPE, Type 2, Circular 12"	\$36.83	1080.00	\$39 776 AD	73.00	5354.75	2.80	\$13.24
7 8	ripe KCP, Type 2, Circular 18"	\$51.18	111.00	\$5 690 GB	130.00	539,960.55	2.00	\$184.15
2 :	Pipe CMP, Type 2 Circular 18"	\$199.85	32.00	\$6,000,00 \$6,000,00	130.00	56,653.40	19.00	\$972.42
7 :	Pipe, RCP, Type 1, Cicular 24" Casing	\$192.58	40.00	02.030.20 67 703	31.00	\$6,195.35	-1.00	-\$199.85
35	Pipe, RCP, Type 1, Circular 12"	\$51.61	128.00	47,705.20	40.00	\$7,703.20	0.00	\$0.00
3	Pipe, CMP, Type 1, Circular 48"	\$546.14	40.00	¢21 945 C9	100.00	\$8,257.60	32.00	\$1,651.52
*	Boring RxR Casing Pipe Steel 24"	\$477.36	150.00	42,043.60	26.00	\$14,199.64	-14.00	-\$7,645.96
33	Pipe HDPE, 6" UnderDrain w/ Sock & Filter	530.80	102000	5/1,504.00	150.00	\$71,604.00	0.00	\$0.00
36	Flared End Section , Metal 12"	\$845.86	7.00	>59,136.00	2,000.00	\$61,600.00	80.00	\$2,464.00
37	Reinforced Concrete approach Slab	67 616 20	7,00	\$1,691.72	2:00	\$1,691.72	0.00	Ç
38	Timber Boardwalk	\$2,013.70 \$37.020.cc	700	\$2,615.70	1.00	\$2,615.70	0.00	\$0.00
36	Tirriber Railing	¢14 750 00	7,00	\$37,020.56	1.00	\$37,020.56	0.00	50.00
8	Water Control Structure	520,000,00	9.1	\$14,250.00	1.00	\$14,250.00	0.00	00.05
41	Construction Sign Cabinet CO #1	37,000.00	7.00	\$70,000.00	1.00	\$70,000.00	0.00	\$0.00
		77,000,00	1.00	\$1,000,00	1.00	\$0.00	0.00	-\$1.000.00

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lon fr
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0.00 \$2,500.00	-\$21,697.26	-\$20,197.26 -\$20,197.26 -\$20,197.26
\$0.00	\$2,127,600.00	\$2,127,600.00
1.00		1.01 ttal ttal ttalinage 10% yment justment evious Payment
-\$2,500.00	\$2,149,297.26	\$2,147,797.26 1.01 \$2,147,797.26 Total \$170,208.00 Retainage 10% \$1,977,589.26 Payment \$0.00 Adjustment \$2,952,629.03 Previous Payment \$24,960.23 Billing amount
1.00		Max
-\$2,500.00		80% of Contract \$1,702,080.00 \$170,208.00
THO CT IN THE PROPERTY OF THE		Retainage is 10% up to 80 percent of contact Total retainage

\$2,147,797,26 100.95% Percent of Original Contract



Change Order #1 Balance & Adds			Owner							
Cate: Jahuary 16, 2023			Town of Cedar Lake	Lake	Contractor	actor				
Gentract: 20-0323 to 1/12/2023		Υ,	7408 Constitution Ave.	Ave.	1716.9	Oyer Construction Company, Inc 1716 Sheffield Ave.	, Inc			
Cedar Lake Dredging, Stage 1, SDF		8	Cedar Lake, Indiana 46303	1 46303	Diver,	Oyer, Indiana, 46311				
Description	Contract			Contract	Quantity	Final	Change			
Mobilization and Demobilization	181	5 .	of Unit Price	Amount	To Date	Amount		To date		
Construction Engineering, (Layout)	1.00			560,000.00	1.00	\$60,000.00	8	\$0,00		
AS Built Survey	3.00			540,000.00	8	\$10,000.00	0.00	80.00		
Clearing and Brushing	5.60	٩		CP.CE.7,014	1.00	\$10,795.45	000	20.00		
Culvert and PipeRemoval	107.00	•		549,323.95	6.30	\$32,989,45	0.70	53,665,49	Added attentific for transaction on the	
Topsoll - Strip 9", Respread 6"	255000.00	-		51,595.23	109.00	\$1,623.01	2.00	\$29.78	The contract of the contract the contract beyond Pipe Corridor	beyond Pipe Carridar
Earth Excavation and Embankment	10000000			\$216,750.00	255000.00	\$216,750.00	0.00	\$0.00		
Swale Construction	1550.00	ş <u>s</u>		5461,000,00	103398.00	\$476,664.78	3398.00	\$15,664.78	Civilst Colonidae Control	
Silt Fence	600000	-		\$11,175.50	1550.00	\$11,175.50	0.00	\$0.00	issue Calculation for Undercut and Roadway Pipe Culvert coverage	ay Pipe Culvert coverage
Timber Matting	100000	- 0		\$8,580.00	6000.00	\$8,580.00	000	\$0.00		
Culvert Pipe Protection	900			\$55,250.00	1000.00	\$55,250.00	0.00	\$0.00		
Rock Check Dam	200		•	\$930.00	4.00	\$620,00	-2.00	4310.00		
Erosion Control Blanket	155500 00		35,753.26	526,272.82	7.00	\$26,272.82	000	0000	Actual count per Plan	Underrun
Heavy Duty Erosion Control Blanket	3400.00	9	51.36	5245,690.00	155500.00	\$245,690.00	000	\$0.00		
Maintenance, Erosion Control	100	rhe -	30.27	521,318.00	3400,00	\$21,318,00	00'0	000		
Restore Existing Gravel Driveway	4,00	3 3	52,775.64	\$5,775.64	1.00	\$5,775,64	000	9000		
Gravel Haul path	16601 00	7	521.27	\$2,127.00	45.70	\$972.04	-54.30	-\$1 154 QC		
Stabilized Construction Entrance	1000.00	* 3	519.29	\$320,233.29	16501.00	\$320,233.29	000	0000	Actual risid Measure per Plan Un	Underrun
HMA Patching Type 8 5"	15.00	7	520.77	\$20,770.00	1000.00	\$20,770.00	00'0	9000		
Chain Link Fence 6'	440000	5	5442.51	\$6,637.65	15.00	\$6,637.65	00.0	00.05		
Chain Link Fence 20' Gate 6'	200	5 8	\$22.32	598,208.00	4565.50	\$101,901.96	165,50	\$3.693.96		
Rip-Rap Revetment	3500.00	Car		55,300.00	2.00	\$5,300.00	0.00	\$0.00	Actual rigid integsure per Plan Ove	Overrun
No. 2 Aggregate (Undistributed)	300.00	+	523.07	\$82,845.00	3500.00	\$82,845.00	00.0	Spice		
Native Seeding	117000.00	2	233.3b	\$10,008.00	238.26	\$7,948.35	-61,74	-\$2,059,65	Append Plant Party	
NDOT Type 2 Grass Mix (Permenant)	70000.00	3	200	558,610.00	120400.00	\$39,732.00	3400.00	\$1,122.00		
Corridor Restoration	12500.00	5 8	50.53	520,300.00	70000.00	\$20,300.00	0.00	\$0.00		Overrun
Existing Swale Stabilization	75.00	7 8	54.20	\$16,000.00	11316.70	\$14,485.38	-1183.30	-\$1,514,62	Artist Elefel Manager	
Pipe HDPE, Type 2, Circular 12"	1085.00	4	636 93	2334.75	72.20	\$341.51	-2.80	-\$13.24		Underrun
Pipe RCP, Type 2, Circular 18"	130.00	4	420.03	55,980,55	1080,00	\$39,776.40	-5.00	-5184,15		Underrun
Pipe CMP, Type 2 Circular 18"	31.00	Ĝ	\$100 ac	35,633.40	111.00	\$5,680.98	-19.00	-5972.42		Orderrun
Pipe, RCP, Type 1, Cicular 24" Casing	40.00	į	6103 60	56,195,35	32.00	\$6,395.20	1.00	\$199.85		Underrun
Pipe, RCP, Type 1, Circular 12"	160.00	4	\$51 £1	57,703.20	40,00	\$7,703.20	0.00	\$0.00		מתושאם
Pipe, CMP, Type 1, Circular 48"	26.00	5	\$546.14	30,437.50	128.00	\$6,506.08	-32.00	-\$1,651.52	Actual Field Measure nor olen	
Boring RvR Casing Pipe Steel 24"		<u> </u>	\$477.3¢	514,133,64	40,00	\$21,845.60	14.00	\$7,645.96		Underrun
Pipe HDPE, 6" UnderDrain w/ Sock & Filter	n	1	San en	571,504.00	150.00	\$71,604.00	00'0	\$0.00		Overrun
Flared End Section , Metal 12"	2.00	Fach	Cane oc	307,600.00	1920.00	\$59,136.00	-80.00	-\$2,464,00	Arthur Chald Research and All	
Reinforced Concrete approach Slab		2	C) 618 70	51,691.72	2.00	\$1,691.72	000	\$0.00		Orderrun
Timber Boardwalk	5	2	637,010.70	32,515.70	1.00	\$2,615.70	0.00	00.05		
Timber Railing	8	2	644 350 00	337,020.56	1.00	\$37,020,56	0.00	80.00		
Water Control Structure	201	3 2	570,000,00	514,250.00	1.00	\$14,250.00	0.00	\$0.00		
Construction Sign Cabinet	8 6	3 =	51 200 CE	270,000,00	1.00	\$70,000.00	000	\$0.00		
Deduction for PLS	8 6	3 =	\$1,000,00	20.00	1.00	\$1,000.00	1.00	\$1.000.00		
	000	2	-54,500.00	\$0.00	1.00	-\$2,500.00	1.00	-\$2,500.00	Savings negatiered Ober 1	
				£3 +137 CAN AN					Savings liegolisted Cabel, service Provided	
				\$4,127,600.00		\$2,147,797.26		\$20,197.26		

Pay Estimate Report

Christopher B. Burta Engineering Umited

January 25, 2023

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

Attention: Jennifer Sandberg – Clerk-Treasurer

Subject: Stage 1 – Sediment Dewatering Facility

FINAL Pay Request No. 4 (CBBEL Project No. 220178)

Dear Town Council Members:

Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Pay Request #4 in the amount of \$195,168.23 submitted by Dyer Construction Company, Inc., Inc. (Dyer) dated January 20, 2023. This will be the final pay application for this project. 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:	\$195,168.23	\$2,147,797.26
Less Retainage:	\$0.00	\$0.00
Balance:	\$195,168.23	\$2,147,797.26
Less Previous Payments:	n/a	(\$1,952,629.03)
Amount Due This Payment:	\$195,168.23	\$195,168.23

Please find attached copies of Invoice #4 from Dyer and the Pay Estimate #4 Report from CBBEL. The final waiver of lien for Dyer also are included with this letter.

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

Sincerely,



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

Encl.: As noted.

cc: Chris Salatas – Town Manager

Margaret Abernathy – Town Administrative Assistant

Keith Kegebein – Dyer Matt Rosa – CBBEL

P:\Cedar Lake\220178 - SDF Construction Observation\Pay Apps\#4\SDF CBBEL Pay App #4_012523.docx

Christopher B. Burke Engineering, LLC

Pay Estimate Report

Owner:

Invoice #4 - FINAL

Date: January 25, 2023 Dates: 12/01/2022 - 01/25/23 Contract: 20-0323

Cedar Lake Dredging, Stage 1, SDF

Town of Cedar Lake Dyer Construction Company, Inc 1716 Sheffield Ave. 7408 Constitution Ave. Cedar Lake, Indiana 46303 Dyer, Indiana, 46311

Contractor

Original Contract Amount

\$2,127,600.00

_	Cedar Lake Dredging, Stage 1, SDF									_	_	
Pay	Barrier and an annual and an an an an an	Contract	FINAL			Contract	Previous	Current	Quantity	Percent	Current	Amount
Item	Description	QTY.	QTY	Unit LS	Unit Price	Amount	Quantity	Quantity	To Date 1.00	Complete	Amount	To Date
1	Mobilization and Demobilization	1.00 1.00	1.00 1.00		\$60,000.00	\$60,000.00	1.00	0.00		100.0% 100.0%	\$0.00	\$60,000.00
2	Construction Engineering, (Layout)			LS	\$10,000.00	\$10,000.00	1.00		1.00		\$0.00	\$10,000.00
3	As-Built Survey	1.00	1.00	LS	\$10,795.45	\$10,795.45	0.00	1.00	1.00	100.0%	\$10,795.45	\$10,795.45
4	Clearing and Brushing	5.60	6.30	Acre	\$5,236.42	\$29,323.95	6.30	0.00	6.30	100.0%	\$0.00	\$32,989.45
5	Culvert and PipeRemoval	107.00	109.00	LFt	\$14.89	\$1,593.23	109.00	0.00	109.00	100.0%	\$0.00	\$1,623.01
6	Topsoil - Strip 9", Respread 6"	255000.00	255000.00	Sys	\$0.85	\$216,750.00	255,000.00	0.00		100.0%	\$0.00	\$216,750.00
7	Earth Excavation and Embankment	100000.00	103398.00	Cys	\$4.61	\$461,000.00	100,000.00	3,398.00	103,398.00	100.0%	\$15,664.78	\$476,664.78
8	Swale Construction	1550.00	1550.00	LFt	\$7.21	\$11,175.50	1,550.00	0.00	1,550.00	100.0%	\$0.00	\$11,175.50
9	Silt Fence	6000.00	6000.00	LFt	\$1.43	\$8,580.00	6,000.00	0.00	6,000.00	100.0%	\$0.00	\$8,580.00
10	Timber Matting	1000.00	1000.00	Sys	\$55.25	\$55,250.00	1,000.00	0.00	1,000.00	100.0%	\$0.00	\$55,250.00
11	Culvert Pipe Protection	6.00	4.00	Each	\$155.00	\$930.00	4.00	0.00	4.00	100.0%	\$0.00	\$620.00
12	Rock Check Dam	7.00	7.00	Each	\$3,753.26	\$26,272.82	7.00	0.00	7.00	100.0%	\$0.00	\$26,272.82
13	Erosion Control Blanket	155500.00	155500.00	Sys	\$1.58	\$245,690.00	155,500.00	0.00	155,500.00	100.0%	\$0.00	\$245,690.00
14	Heavy Duty Erosion Control Blanket	3400.00	3400.00	Sys	\$6.27	\$21,318.00	3,400.00	0.00	3,400.00	100.0%	\$0.00	\$21,318.00
15	Maintenance, Erosion Control	1.00	1.00	LS	\$5,775.64	\$5,775.64	1.00	0.00	1.00	100.0%	\$0.00	\$5,775.64
16	Restore Existing Gravel Driveway	100.00	45.70	Sys	\$21.27	\$2,127.00	45.70	0.00	45.70	100.0%	\$0.00	\$972.04
17	Gravel Haul path	16601.00	16601.00	Sys	\$19.29	\$320,233.29	16,601.00	0.00	16,601.00	100.0%	\$0.00	\$320,233.29
18	Stabilized Construction Entrance	1000.00	1000.00	Sys	\$20.77	\$20,770.00	1,000.00	0.00	1,000.00	100.0%	\$0.00	\$20,770.00
19	HMA Patching Type B 5"	15.00	15.00	Sys	\$442.51	\$6,637.65	15.00	0.00	15.00	100.0%	\$0.00	\$6,637.65
20	Chain Link Fence 6'	4400.00	4565.50	LFt	\$22.32	\$98,208.00	4,565.50	0.00	4,565.50	100.0%	\$0.00	\$101,901.96
21	Chain Link Fence 20' Gate 6'	2.00	2.00	Each	\$2,650.00	\$5,300.00	2.00	0.00	2.00	100.0%	\$0.00	\$5,300.00
22	Rip-Rap Revetment	3500.00	3500.00	Sys	\$23.67	\$82,845.00	3,500.00	0.00	3,500.00	100.0%	\$0.00	\$82,845.00
23	No. 2 Aggregate (Undistributed)	300.00	238.26	Ton	\$33.36	\$10,008.00	238.26	0.00	238.26	100.0%	\$0.00	\$7,948.35
24	Native Seeding	117000.00	120400.00	Sys	\$0.33	\$38,610.00	120,400.00	0.00	120,400.00	100.0%	\$0.00	\$39,732.00
25	INDOT Type 2 Grass Mix (Permenant)	70000.00	70000.00	Sys	\$0.29	\$20,300.00	70,000.00	0.00	70,000.00	100.0%	\$0.00	\$20,300.00
26	Corridor Restoration	12500.00	11316.70	Sys	\$1.28	\$16,000.00	11,316.70	0.00	11,316.70	100.0%	\$0.00	\$14,485.38
27	Existing Swale Stabilization	75.00	72.20	Sys	\$4.73	\$354.75	72.20	0.00	72.20	100.0%	\$0.00	\$341.51
28	Pipe HDPE, Type 2, Circular 12"	1085.00	1080.00	LFt	\$36.83	\$39,960.55	1,080.00	0.00	1,080.00	100.0%	\$0.00	\$39,776.40
29	Pipe RCP, Type 2, Circular 18"	130.00	111.00	LFt	\$51.18	\$6,653.40	111.00	0.00	111.00	100.0%	\$0.00	\$5,680.98
30	Pipe CMP, Type 2 Circular 18"	31.00	32.00	LFt	\$199.85	\$6,195.35	32.00	0.00	32.00	100.0%	\$0.00	\$6,395.20
31	Pipe, RCP, Type 1, Cicular 24" Casing	40.00	40.00	LFT	\$192.58	\$7,703.20	40.00	0.00	40.00	100.0%	\$0.00	\$7,703.20
32	Pipe, RCP, Type 1, Circular 12"	160.00	128.00	LFt	\$51.61	\$8,257.60	128.00	0.00	128.00	100.0%	\$0.00	\$6,606.08
33	Pipe, CMP, Type 1, Circular 48"	26.00	40.00	LFt	\$546.14	\$14,199.64	40.00	0.00	40.00	100.0%	\$0.00	\$21,845.60
34	Boring RxR Casing Pipe Steel 24"	150.00	150.00	LFT	\$477.36	\$71,604.00	150.00	0.00	150.00	100.0%	\$0.00	\$71,604.00
35	Pipe HDPE, 6" UnderDrain w/ Sock & Filter	2000.00	1920.00	LFT	\$30.80	\$61,600.00	1,920.00	0.00	1,920.00	100.0%	\$0.00	\$59,136.00
36	Flared End Section , Metal 12"	2.00	2.00	Each	\$845.86	\$1,691.72	2.00	0.00	2.00	100.0%	\$0.00	\$1,691.72
37	Reinforced Concrete approach Slab	1.00	1.00	LS	\$2,615.70	\$2,615.70	1.00	0.00	1.00	100.0%	\$0.00	\$2,615.70
38	Timber Boardwalk	1.00	1.00	LS	\$37,020.56	\$37,020.56	1.00	0.00	1.00	100.0%	\$0.00	\$37,020.56
39	Timber Railing	1.00	1.00	LS	\$14,250.00	\$14,250.00	1.00	0.00	1.00	100.0%	\$0.00	\$14,250.00
40	Water Control Structure	1.00	1.00	LS	\$70,000.00	\$70,000.00	1.00	0.00	1.00	100.0%	\$0.00	\$70,000.00
41	Construction Sign Cabinet, CO#1		1.00	LS	\$1,000.00		0.00	1.00	1.00	100.0%	\$1,000.00	\$1,000.00
42	Deduction for PLS, CO#1		1.00	LS	-\$2,500.00		0.00	1.00	1.00	100.0%	-\$2,500.00	-\$2,500.00
						\$2,127,600.00					\$24,960.23	\$2,147,797.26

Change Order Amount \$20,197.26 Approved By: \$2,147,797.26 **Total Contract** Owner Work Completed to Date \$2,147,797.26 Stored Material \$0.00 Approved By: Total Complete \$2,147,797.26 Contractor Less Retainage \$0.00 \$2,147,797.26 Approved By: Total w/ Retainage \$1,952,629.03 Matt Rosa Less Previous Payment Amount Due This Payment \$195,168.23



1716 Sheffield Ave. * Dyer, Indiana * 46311 * 219-865-2961

January 20, 2023

Christopher B. Burke Engineering, Ltd.

9575 W. Higgins Road, Suite 300 Rosemont, IL 60018 Phone: (847) 823-0500

Project: Town of Cedar Lake - Stage 1 Sediment Dewatering Facility (SDF)

Subject: Release of Change #1 & Project Retention

Mr. Matthew Rosa,

Please consider this letter a request to have the aforementioned project change order #1 amount and the project retention released in the amount of \$195,168.23. Enclosed you will find a final waiver and a pay application referencing this specified requested amount.

Please feel free to call me with any questions.

Regards,

Keith A. Kegebein

FINAL WAIVER OF LIEN

STATE OF COUNTY OF To Whom It May	(IN (Lake Concern:)) ss							
WHEREAS the undersigned has been employed by <u>Town of Cedar Lake</u> to furnish <u>site development and labor</u> for the premises known as <u>Cedar Lake Dredging</u> , <u>Stage 1</u> , <u>SDF</u> , <u>Cedar Lake</u> , <u>IN</u>									
The undersigned, for	ON	NE HUNDRED NINTY	\$195,168.23 Y-FIVE THOUSAND ONE H						
lien or claim of, or r above-described pre the moneys, funds of	ight to, lien und mises, and the i r other consider	der the statutes of the improvements thereor rations due or to become to be controlled to the controlled the statutes of the s	whereof is acknowledged, do STATE OF IN, relating to a n, and on the material, fixtual me due from the owner, on y the undersigned for the ab	mechanic's liens, we res, apparatus or ma account of all labor sove described pren	rith respect to and on sa achinery furnished, and s, services, material, nises, INCLUDING	on			
DATE: 1/2	0/23		1	HEFFIE		ANY, INC			
SIGNATURE AN		LIMITED TO CHANG	GE ORDERS, BOTH ORAL A	IN 4631 OND WRITTEN TO T	Treasurer				
		СО	NTRACTOR'S AF	FIDAVIT					
STATE OF COUNTY OF To Whom It May	(IN (Lake Concern:)) ss							
THE PRINCIPAL FOR THE PREM That the total amount	_OF DYER O ISES KNOW nt of the contra	N AS <u>CEDAR LA</u> ct including extras* is	COMPANY, INC WHO KE DREDGING, STAG \$2,147,797.26	IS THE CONT					
on which he or she has received payment \$1,952,629.03 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished materials or labor or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:									
NAMES AND	NHLAT FOR		CONTRACT PRICE:	AMOUNT PAID	THIS PAYMENT:	BALANCE DUE:			
ADDRESS Dyer Construction	WHAT FOR: site developmen	nt	\$2,147,797.26	\$1,952,629.03	\$195,168.23	\$0.00			
						_			
Total labor and materi	al including extra	as to complete:	\$2,147,797.26	\$1,952,629.03	\$195,168.23	(\$0.00)			
Total labor and materi	ar meruumg extra	as to complete.	\$2,147,777.20	W1,702,027.03	\$170,100. 2 5	(45.55)			
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated. DATE SIGNATURE & TITLE: DATE SIGNATURE & TITLE:									
		BEFORE ME TH		~	2003 2003	2005			
JANET HUGHES Notary Public. State of Indiana Porter Country (SEAL) Commission Number 0678117									
2205- 03 NAL	2	No	OTARY PUBLIC	WOTAH	January 13, 2024				

Pay Estimate Summary Report

Invoice # 4 Invoice Date: 01/16/2023 Dates Submitted: 11/12/2022 - 01/16/2023

Contract # 2205 Cedar Lake Dredging, Stage 1, SDF Job: 2205

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

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

60,000.00 1,0000 1,0000 1,0000 1,0000 1,0000 1,0000 1,0000 1,0000 1,0000 1,593.23 109,0000 1,0000 216,750.00 255,000.0000 216,750.00 255,000.0000 255,00000 255,000.0000 25,00000 255,000.00000 255,000.0000 255,000.0000 255,000.0000 255,000.0000 255,000.00000 255,000.0000 255,000.0000 255,000.0000 255,000.0000 255,000.00000 255,000.00000 255,000.00000 255,000000000000000000000000000000		LS 60, LS 10, LSUM 10, ACRE 5, SYS CYS EACH 3, SYS SYS SYS SYS SYS SYS SYS SYS SYS SY
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45.7000 1,000.0000 1,000.0000 4,565.5000 2.0000 3,500.0000 120,400.0000 70,000.0000 11,316.7000	2,127,20,233,20,770,6,637,98,208,5300,5,300	
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3,500.0000 238.2600 120,400.0000 70,000.0000 11,316.7000		650.00
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70,000.0000 11,316.7000 72.2000	38,610	0.33
11,316.7000	20,300	0.29
72,2000	16,000	1.28
	354	4.73
39,960,55 1,080,0000 0.0000	39,960	36.83
6.653.40 111,0000 0.0000	6,653	51.18
	6,195	199.85
40 0000	7 703	192.58
128 0000	2 257	51.61

08:01:45

Printed on: 01/20/2023

Dyer Construction Company, Inc.

Dates Submitted: 11/12/2022 - 01/16/2023 Invoice Date: 01/16/2023 Invoice #4

Cedar Lake Dredging, Stage 1, SDF **Contract # 2205**

Job: 2205

Pay Estimate Summary Report

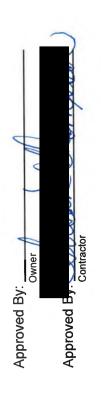
Contractor

7408 Constitution Ave. Cedar Lake, IN 46303

Town of Cedar Lake

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

1										
Amount to Date	21,845.60	71,604.00	59,136.00	1,691.72	2,615.70	37,020.56	14,250.00	70,000.00	1,000.00	-2,500.00
Current Amount	0.00	00.00	00.00	00.00	00.00	00.0	0.00	00.0	1,000.00	-2,500.00
Quantities to Date	40.0000	150.0000	1,920.0000	2.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Current Quantities	0.0000	0.0000	0.000	0.0000	0.0000	0.0000	0.000	0.0000	1.0000	1.0000
Previous Quantities	40.0000	150.0000	1,920.0000	2.0000	1.0000	1.0000	1.0000	1.0000	0.000	0.0000
Contract Amount	14,199.64	71,604.00	61,600.00	1,691.72	2,615.70	37,020.56	14,250.00	70,000.00	1,000.00	-2,500.00
Unit Price	546.14	477.36	30.80	845.86	2.615.70	37,020,56	14,250.00	70,000.00	1.000.00	-2,500.00
Contract Quantities Unit	26.00 LFT	_	CK&FI _ LFT	2.00 EACH	1.00 LSUM	1.00 LSUM	1.00 LSUM	1.00 LSUM	1.00 LS	1.00 LS
Col Description Qua	PIPE, CMP, TYPE1, CIRCULAR, 48"	LAR, 24"	PIPE, HDPE, CIRCULAR, 6-IN UNDERDRAIN W/ SOCK & FI LFT	FLARED END SECTION, HDPE, 12-IN W/ GRATE	REINFORCED CONCRETE APPROACH SLAB	TIMBER BOARDWALK	TIMBER RAILING	WATER CONTROL STRUCTURE	Construction Sign Cabinet (CO#1)	Deduction for PLS (CO#1)
Pay Item	33	34	3.0	9 9	37	, «	30	04	*41	*42



Approved By:

08:01:45

Printed on: 01/20/2023

TOWN OF CEDAR LAKE PUBLIC WORKS EMPLOYEE TRAINING REIMBURSEMENT AGREEMENT

This Town of Cedar Lake Public W	orks Employee Training	g Reimbursement Agreement
("Agreement"), is made and entered into this	s day of February	, 20 <u>23</u> , by and between the
TOWN OF CEDAR LAKE, LAKE COU	NTY, INDIANA, a Mu	nicipal Corporation, by and
through its duly appointed Town Council (h	ereinafter collectively re	ferred to as the "Town"), and
Dave Jackson	_ (hereinafter referred to	as the "Employee").

RECITALS

WHEREAS, the Employee is employed on the Town of Cedar Lake Public Works Staff as a Public Works Employee; and

WHEREAS, in order to acquire the necessary knowledge, skill, and licensure required to operate Town Public Works Department vehicles, the Employee is required to participate in training to receive and be issued a CDL Driver's License at a level or qualification required by applicable State and Federal Regulations for the operation of said Vehicles; and

WHEREAS, the Town makes a substantial investment of time and money in providing for the equipment and training for an Employee to be hired to work in the Town Public Works Department; and

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

WHEREAS, it has become more prevalent, with the actions of Town Employees to transfer pension rights pursuant to statute, for Employees to leave the Town Public Works Department and the community which has provided for their training prior to providing public service in the Town Public Works Department for a reasonable period of time and return of investment.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

COVENANTS

- 1. Both Town and Employee agree that the Recitals are incorporated herein by reference as if fully stated herein.
- 2. The Employee agrees to participate in all training requested of him by the Town, which training may consist of any or all of the following:

Page 1 of 5

- a. CDL Driver's Training Course;
- b. In-house (on the job training); and
- c. Any other training deemed appropriate and necessary by the Town.

The Employee agrees to successfully complete such training and obtain the necessary and appropriate certification and licensure for any such training. The Employee agrees to serve as a Public Works Employee for the Town in any duty assignment prescribed within the Public Works Department. The Employee does further agree to devote full-time to any necessary training and subsequent service as a Public Works Employee for the Town and to perform all assignments in a satisfactory manner.

- 3. The Town agrees to provide, at its sole discretion, any necessary CDL Driver Licensing training to the Employee deemed necessary by the Town and to be responsible for payment of all related expenses in connection therewith, including food and lodging on the premises while the Employee is in training, if required. The Town agrees to provide, at its sole discretion, all necessary in-house training for the Employee during those periods of time that said Employee is employed with the Town.
- 4. The Employee acknowledges that in addition to any training that may be provided by the Town, he or she will also be provided with a uniform and other equipment by the Town. Because of the fact that the total costs and expenses incurred by the Town for the training and equipping of the Employee are difficult to ascertain with any degree of certainty, resulting in part from the continual change and increase in the costs of training and equipment, said Employee agrees to pay to the Town:
 - a. the greater of the actual expenses incurred by the Town, including salary, expenses, uniforms, school, training and equipment, and any and all other expenses incurred by the Town, or the sum of Two Thousand Five Hundred Dollars (\$2,500.00), as agreed upon liquidated damages for training and/or equipment, in the event that said Employee terminates his employment with the Town within the Thirty-six (36) months subsequent to the successful completion of CDL Driver's License training and attainment of a CDL Driver's License at the Town's expense;
 - b. all sums due the Town under this Agreement by the Employee shall be due and payable, in full, thirty (30) days after the Employee's employment in the Town Public Works Department terminates, for any reason, and shall bear interest

at the rate of 8% per annum, and in the event that the Town initiates a civil lawsuit to recover and/or collect the liquidated damages set forth above, the Employee agrees to pay the reasonable attorney's fees and court costs incurred by the Town.

- 5. The Employee agrees that amounts owed, pursuant to this Agreement, shall be deducted from the Employee's final paycheck from the Town of Cedar Lake, Lake County, Indiana, and any remaining monies still owed by Employee shall remain due and owing by Employee according to the terms of this Agreement. Employee further agrees and authorizes the Town to withhold said amount(s) from Employee's final paycheck.
- 6. In no event shall liquidated damages, as set forth above, be assessed if the Employee fails to satisfactorily complete CDL Driver's License training or terminates his or her employment during the first thirty-six (36) months because of a disabling illness or injury which renders said Employee physically unable to perform his or her duties as a Public Works Department Employee for the Town, as verified by a competent physician approved by the Town.
- 7. The exceptions set forth in Paragraph 6 above shall not apply in the event that the Town determines, in its sole discretion, that there is substantial evidence that the Employee would have otherwise been dismissed from his employment as a Public Works Employee for the Town as a result of misrepresenting his or her basic qualifications for employment or has otherwise caused his illness or injury.
- 8. The Employee acknowledges that he or she meets the basic qualifications for employment as set forth below:
 - U.S. citizen;
 - b. High school diploma or equivalent thereof;
 - c. No felony convictions;
 - d. Valid Indiana driver's license;
 - e. Weight proportionate to height;
- 9. The Employee acknowledges that he or she must undergo and satisfactorily pass each of the following:
 - a. United States Department of Transportation medical examination;
 - b. CDL Driver's License Training Course;
 - c. CDL Driver's Exam:
 - d. Any other testing procedures as may be required by the Town.

- 10. The Employee acknowledges and represents that the information contained on his or her formal application and the information provided to personnel of the Town conducting any background investigation of the Employee is accurate, truthful and complete.
- 11. In the event that within thirty-six (36) months subsequent to the attainment of CDL License at Town expense, the Employee is: (a) called to active military duty; (b) has his or her probationary period extended by the Town for any reason whatsoever; or (c) is granted a temporary leave of absence by the Town, then the period within which said Employee is required to make payment of liquidated damages, as set forth above, shall be extended in an amount equal to the length of time that the Employee is unable to actively serve, for those reasons set forth above, as a Public Works Department Employee for the Town.
- 12. This Agreement shall become effective upon the execution of this Agreement by the Employee and the Town and shall remain in full force and effect for a period of thirty-six (36) months following the Employee's attainment of a CDL License at Town expense, unless extended as provided in Paragraph 11 above.
- 13. The Employee expressly acknowledges that this Agreement is not intended to be and shall not be construed as a contract of employment with the Town. Employee further acknowledges that in the event the Town, in its sole discretion, determines that the Employee has not satisfactorily passed and completed all portions of the required testing and evaluations, the Town will not, and it shall not be required to, extend the Employee's employment with the Town any further.
- 14. If the Town pursues legal action to enforce any of the terms and/or obligations as enumerated throughout the Agreement, Employee shall be responsible for payment to the Town of its reasonable attorney's fees incurred during said legal action, including all collection costs, court costs, and related fees.
- 15. The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- 16. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held

to be invalid by a court of competent jurisdiction, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subject to the expungement of the invalid provision.

- 17. This Agreement shall be construed in accordance with the laws of the State of Indiana, and embodies the entire Agreement between the Parties hereto. Each Party hereto acknowledges that there are no inducements, promises, terms, conditions, or obligations made or entered into other than those expressly contained herein.
- 18. This Agreement has been approved by the Cedar Lake Town Council by an affirmative vote of ____ in favor and ____ against during its regular public meeting held on the 7th day of ___ February ____ , 2023 _, and the Town Manager has been authorized and directed to enter into said Agreement on behalf of the Town

IN	WITNESS	WHEREOF,	the	Parties	have	hereunto	set	their	hands	and	seals	this
	_ day of <u>Fe</u>	ebruary	20	<u>23</u> .								

COUNTY, INDIANA, a Municipal Corporation		EMPLOYEE
Town Manager	By:	
Chris Salatas Printed Name		Printed Name
Date Signed		Date Signed

ATTEST:		
	Jennifer N. Sandberg, IAMC, CMC, CPF	IM
	Clerk-Treasurer	

TOWN OF CEDAR LAKE PUBLIC WORKS EMPLOYEE TRAINING REIMBURSEMENT AGREEMENT

This Town of Cedar Lake Public W	Vorks Employee Training Reimbursement Agreeme
("Agreement"), is made and entered into thi	s day of <u>February</u> , 20 <u>23</u> , by and between the
TOWN OF CEDAR LAKE, LAKE COU	NTY, INDIANA, a Municipal Corporation, by an
through its duly appointed Town Council (h	ereinafter collectively referred to as the "Town"), ar
Kirk Lauermann	_ (hereinafter referred to as the "Employee").

RECITALS

WHEREAS, the Employee is employed on the Town of Cedar Lake Public Works Staff as a Public Works Employee; and

WHEREAS, in order to acquire the necessary knowledge, skill, and licensure required to operate Town Public Works Department vehicles, the Employee is required to participate in training to receive and be issued a CDL Driver's License at a level or qualification required by applicable State and Federal Regulations for the operation of said Vehicles; and

WHEREAS, the Town makes a substantial investment of time and money in providing for the equipment and training for an Employee to be hired to work in the Town Public Works Department; and

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

WHEREAS, it has become more prevalent, with the actions of Town Employees to transfer pension rights pursuant to statute, for Employees to leave the Town Public Works Department and the community which has provided for their training prior to providing public service in the Town Public Works Department for a reasonable period of time and return of investment.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

COVENANTS

- 1. Both Town and Employee agree that the Recitals are incorporated herein by reference as if fully stated herein.
- 2. The Employee agrees to participate in all training requested of him by the Town, which training may consist of any or all of the following:

Page 1 of 5

- a. CDL Driver's Training Course;
- b. In-house (on the job training); and
- c. Any other training deemed appropriate and necessary by the Town.

The Employee agrees to successfully complete such training and obtain the necessary and appropriate certification and licensure for any such training. The Employee agrees to serve as a Public Works Employee for the Town in any duty assignment prescribed within the Public Works Department. The Employee does further agree to devote full-time to any necessary training and subsequent service as a Public Works Employee for the Town and to perform all assignments in a satisfactory manner.

- 3. The Town agrees to provide, at its sole discretion, any necessary CDL Driver Licensing training to the Employee deemed necessary by the Town and to be responsible for payment of all related expenses in connection therewith, including food and lodging on the premises while the Employee is in training, if required. The Town agrees to provide, at its sole discretion, all necessary in-house training for the Employee during those periods of time that said Employee is employed with the Town.
- 4. The Employee acknowledges that in addition to any training that may be provided by the Town, he or she will also be provided with a uniform and other equipment by the Town. Because of the fact that the total costs and expenses incurred by the Town for the training and equipping of the Employee are difficult to ascertain with any degree of certainty, resulting in part from the continual change and increase in the costs of training and equipment, said Employee agrees to pay to the Town:
 - a. the greater of the actual expenses incurred by the Town, including salary, expenses, uniforms, school, training and equipment, and any and all other expenses incurred by the Town, or the sum of Two Thousand Five Hundred Dollars (\$2,500.00), as agreed upon liquidated damages for training and/or equipment, in the event that said Employee terminates his employment with the Town within the Thirty-six (36) months subsequent to the successful completion of CDL Driver's License training and attainment of a CDL Driver's License at the Town's expense;
 - b. all sums due the Town under this Agreement by the Employee shall be due and payable, in full, thirty (30) days after the Employee's employment in the Town Public Works Department terminates, for any reason, and shall bear interest

at the rate of 8% per annum, and in the event that the Town initiates a civil lawsuit to recover and/or collect the liquidated damages set forth above, the Employee agrees to pay the reasonable attorney's fees and court costs incurred by the Town.

- 5. The Employee agrees that amounts owed, pursuant to this Agreement, shall be deducted from the Employee's final paycheck from the Town of Cedar Lake, Lake County, Indiana, and any remaining monies still owed by Employee shall remain due and owing by Employee according to the terms of this Agreement. Employee further agrees and authorizes the Town to withhold said amount(s) from Employee's final paycheck.
- 6. In no event shall liquidated damages, as set forth above, be assessed if the Employee fails to satisfactorily complete CDL Driver's License training or terminates his or her employment during the first thirty-six (36) months because of a disabling illness or injury which renders said Employee physically unable to perform his or her duties as a Public Works Department Employee for the Town, as verified by a competent physician approved by the Town.
- 7. The exceptions set forth in Paragraph 6 above shall not apply in the event that the Town determines, in its sole discretion, that there is substantial evidence that the Employee would have otherwise been dismissed from his employment as a Public Works Employee for the Town as a result of misrepresenting his or her basic qualifications for employment or has otherwise caused his illness or injury.
- 8. The Employee acknowledges that he or she meets the basic qualifications for employment as set forth below:
 - U.S. citizen;
 - b. High school diploma or equivalent thereof;
 - c. No felony convictions;
 - d. Valid Indiana driver's license;
 - e. Weight proportionate to height;
- 9. The Employee acknowledges that he or she must undergo and satisfactorily pass each of the following:
 - a. United States Department of Transportation medical examination;
 - b. CDL Driver's License Training Course;
 - c. CDL Driver's Exam:
 - d. Any other testing procedures as may be required by the Town.

- 10. The Employee acknowledges and represents that the information contained on his or her formal application and the information provided to personnel of the Town conducting any background investigation of the Employee is accurate, truthful and complete.
- 11. In the event that within thirty-six (36) months subsequent to the attainment of CDL License at Town expense, the Employee is: (a) called to active military duty; (b) has his or her probationary period extended by the Town for any reason whatsoever; or (c) is granted a temporary leave of absence by the Town, then the period within which said Employee is required to make payment of liquidated damages, as set forth above, shall be extended in an amount equal to the length of time that the Employee is unable to actively serve, for those reasons set forth above, as a Public Works Department Employee for the Town.
- 12. This Agreement shall become effective upon the execution of this Agreement by the Employee and the Town and shall remain in full force and effect for a period of thirty-six (36) months following the Employee's attainment of a CDL License at Town expense, unless extended as provided in Paragraph 11 above.
- 13. The Employee expressly acknowledges that this Agreement is not intended to be and shall not be construed as a contract of employment with the Town. Employee further acknowledges that in the event the Town, in its sole discretion, determines that the Employee has not satisfactorily passed and completed all portions of the required testing and evaluations, the Town will not, and it shall not be required to, extend the Employee's employment with the Town any further.
- 14. If the Town pursues legal action to enforce any of the terms and/or obligations as enumerated throughout the Agreement, Employee shall be responsible for payment to the Town of its reasonable attorney's fees incurred during said legal action, including all collection costs, court costs, and related fees.
- 15. The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- 16. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held

to be invalid by a court of competent jurisdiction, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subject to the expungement of the invalid provision.

- 17. This Agreement shall be construed in accordance with the laws of the State of Indiana, and embodies the entire Agreement between the Parties hereto. Each Party hereto acknowledges that there are no inducements, promises, terms, conditions, or obligations made or entered into other than those expressly contained herein.
- 18. This Agreement has been approved by the Cedar Lake Town Council by an affirmative vote of ____ in favor and ____ against during its regular public meeting held on the 7th day of ___ February ____ , 2023 _, and the Town Manager has been authorized and directed to enter into said Agreement on behalf of the Town

IN	WITNESS	WHEREOF,	the	Parties	have	hereunto	set	their	hands	and	seals	this
	_ day of <u>Fe</u>	ebruary	20	<u>23</u> .								

COUNTY, INDIANA, a Municipal Corporation		EMPLOYEE
Town Manager	By:	
Chris Salatas Printed Name		Printed Name
Date Signed		Date Signed

ATTEST:		
	Jennifer N. Sandberg, IAMC, CMC, CPF	IM
	Clerk-Treasurer	

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

SPECIFIED WAIVER OF TOWN ORDINANCE NO. 1405 PROVISIONS FOR PRE-BID SUBMISSION REQUIREMENTS REGARDING THE CEDAR LAKE ECOSYSTEM RESTORATION PROJECT, AND ALL MATTERS RELATED THERETO.

WHEREAS, on December 7, 2021, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Council"), passed and adopted Town Ordinance No. 1405, which Ordinance established requirements consistent with applicable Indiana law for bidders in Town of Cedar Lake (hereinafter, the "Town"), Public Works Projects as well as establishing responsible bidding practices and determination standards for receipt of bids on Public Works Projects in the Town; and

WHEREAS, the Town Council has, for a number of years, continued to support and develop the proposed Cedar Lake Ecosystem Restoration Project (hereinafter, the "Project"), located in Cedar Lake, Lake County, Indiana, all as described in the Town letter dated November 20, 2014, addressed to the U.S. Army Corps of Engineers; and

WHEREAS, the Town Council, in furtherance of the mission of completing the aforementioned Project, solicited bids from contractors for various tasks of said Project; and

WHEREAS, Town Ordinance No. 1405 requires that contractors who intend to submit a bid on any Town Public Works Project whose projected cost is at least Two Hundred Fifty Thousand (\$250,000.00) Dollars, must, prior to the opening of bids, submit a statement made under oath and subject to perjury laws that includes "Evidence of participation in apprenticeship and training programs applicable to the work to be performed on the project which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization, which evidence must include a copy of all applicable apprenticeship certificates or standards for said training programs..."; and

WHEREAS, Town Ordinance No. 1405 further requires contractors to include in their statement made prior to the opening of bids "Proof of any professional or trade license required by law for any trade or specialty area in which the bidder is seeking a contract award; and disclosure of any suspension or revocation within the previous five (5) years of any professional or trade license held by the company, or of any director, office or manager employed by the bidder..."; and

WHEREAS, on July 7, 2022, the Town Council awarded a contract to Dredge America, Inc., for work to be completed on Stage 2 – Cedar Lake Dredging Project; and

WHEREAS, an evaluation of application of Town Ordinance No. 1405 bidding requirements has been completed by Christopher B. Burke Engineering, LLC (hereinafter, "CBBEL"), at the request of the Town Council, regarding the award of the contract to Dredge America, Inc., on July 7, 2022; and

WHEREAS, the evaluation of application of Town Ordinance No. 1405 bidding requirements regarding the award of the contract to Dredge America, Inc., on July 7, 2022, by CBBEL has determined that Dredge America, Inc., did not include evidence of participation in apprenticeship and training programs applicable to the work to be performed on the Project with the sworn statement submitted prior to the opening of bids; and

WHEREAS, the evaluation of application of Town Ordinance No. 1405 bidding requirements regarding the award of the contract to Dredge America, Inc., on July 7, 2022, by CBBEL has further

determined that Dredge America, Inc., did not provide any professional or trade licenses as evidence submitted prior to the opening of bids; and

WHEREAS, upon review and research, the Town Council has not learned of or identified any apprenticeship and/or training programs that exist that are applicable to the work to be performed on the Project and that any contractor, including Dredge America, Inc., could have submitted; and

WHEREAS, upon review and research, the Town Council has not learned of or identified any professional or trade license required by applicable law for any trade or specialty area in which Dredge America, Inc., was seeking a contract award on the Project. However, the Town Council has identified the certain permits that are required to be obtained from the Indiana Department of Environmental Management (hereinafter, "IDEM"), or the Indiana Department of Natural Resources (hereinafter, "IDNR"), prior to work being completed on the Project, which Permits do not constitute the professional or trade licensure contemplated by Town Ordinance No. 1405; and

WHEREAS, the Town Council has determined that it would not have been possible for Dredge America, Inc., or any other bidder seeking to bid on the Project to submit all evidence contemplated by Town Ordinance No. 1405 in a statement made under oath prior to the opening of bids for the Project.

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

That the Town Council of the Town of Cedar Lake, Lake County, Indiana, regarding the contract awarded to Dredging America, Inc., on July 7, 2022, hereby waives the following specific requirements of Town Ordinance No. 1405 that required Dredging America, Inc., to submit a statement made under oath and subject to perjury laws, namely:

- "Evidence of participation in apprenticeship and training programs applicable to the work to be
 performed on the project which are approved by and registered with the United States Department
 of labor's Office of Apprenticeship, or its successor organization. The required evidence includes
 a copy of all applicable apprenticeship certificates or standards for these training programs;" and
- 2. "Proof of any professional or trade license required by law for any trade or specialty area in which the bidder is seeking a contract award; and disclosure of any suspension or revocation within the previous five (5) years of any professional or trade license held by the company, or of any director, office or manager employed by the bidder;".

[SIGNATURES ON NEXT PAGE]

	TOWN OF CEDAR LAKE, LAKE COUN INDIANA, TOWN COUNCIL
Ву	Richard Sharpe, President
	Richard Sharpe, Fresident
	John C. Foreman, Vice-President
	Robert H. Carnahan, Member
	Nick Recupito, Member
	Julie A. Rivera, Member
	Ralph Miller, Member
TTEST:	Colleen Schieben, Member

It's been a pleasure working with you for the last 7 years. I'm tendering my resignation effective immediately due to me signing up for a Republican spot on this upcoming election. Since I was appointed as a Democrat on the Planning Commission, I should resign to keep the integrity of the Planing Commission and the Town Of Cedar Lake. Sincerely, Chuck Becker





Finding the Right Work Truck in Frankfort
Phillips Chevrolet of Frankfort: (815) 907-1853
9700 West Lincoln Highway, Frankfort, IL 60423

← Back To Search Results







Share

<u>Save</u>

Print

Price: \$53,850

View Price Details

2023 Chevrolet Silverado 2500 Crew Cab 4x4, Pickup (Stock #30545)

← Back To Search Results



Photo shown is a stock image and not an image of this exact vehicle. Contact us for more information.

Vehicle Notes

Everything we do at Phillips Chevrolet begins and ends with our goal of providing our guests with the best car-buying experience possible. One Person....

Read More...

GVWR

Drive Train

Hide Chassis DetailsStock Number30545Stock TypeNewYear2023MakeChevroletModelSilverado 2500Class3

10,650

4x4

Cap Typę	Crew				
Vehicle Trim	Custom				
Vehicle VIN	2GC4YME74P1718639				
Interior Color	Jet Black, Cloth seat trim				
Exterior Color Description	Northsky Blue Metallic				
Engine Cylinder Count	8				
Engine	6.6L V8 Gas engine				
Transmission Type	Automatic				
Fuel Type	Gasoline				
Engine Model	L8T				
Engine Size (L)	6.6				
Horsepower	401				
Brake Type	Hydraulic				
Hide Vehicle Options					

- Air conditioning, single-zone
- Air filter, heavy-duty
- Air filtration monitoring
- Air vents, rear, heating/cooling <u>View All</u>

Hide ← Build & Get a Quote



Vocation

Select Vocation...

Add-Ons and Accessories

Auxiliary Fuel Tank

Bed Liner

Camper Shell

Ladder Rack

Lift Kit

Light Bar

Offroad Wheels and Tires

Snow Plow
Step Bars
Tonneau Cover
Tool Boxes
Tow Package
Other:
Add-On...

Special Requests

\$54,350

Pricing Details

MSRP

	• •
OEM Incentives	- \$500
Price	\$53,850
Total Savings	\$500

Price above does not include any of the Build & Quote options.

Contact Phillips Chevrolet of Frankfort for more info. (815) 907-1853

Vehicle available NOW in Frankfort, IL

Disclaimer:

*Pricing includes rebates and incentives in lieu of any special APR thru Ally or GM Financial. Please contact dealer for details. The advertised price does not include sales tax, title, license, or doc fee. We attempt to update this inventory on a regular basis. However, there can be lag time between the sale of a vehicle and the update of the inventory.

EPA mileage estimates are for newly manufactured vehicles only. Your actual mileage will vary depending on how you drive and maintain your vehicle.

Before purchasing this vehicle, it is your responsibility to address any and all differences between information on this website and the actual

and/or omissions in this data the compilation of this data and makes no representations express or implied to any actual or prospective purchaser of the vehicle as to the condition of the vehicle, vehicle specifications, ownership, vehicle history, equipment/accessories, price or warranties.





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Phillips Chevrolet of Frankfort: (815) 907-1853
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Share

<u>Save</u>

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Photo shown is a stock image and not an image of this exact vehicle. Contact us for more information.

Vehicle Notes

Everything we do at Phillips Chevrolet begins and ends with our goal of providing our guests with the best car-buying experience possible. One Person....

Read More...

Hide Chassis Details

Stock Number	30545
Stock Type	New
Year	2023
Make	Chevrolet

Model Silverado 2500

Class 3

GVWR 10,650

Drive Train 4x4

Cap type	Crew
Vehicle Trim	Custom
Vehicle VIN	2GC4YME74P1718639
Interior Color	Jet Black, Cloth seat trim
Exterior Color Description	Northsky Blue Metallic
Engine Cylinder Count	8
Engine	6.6L V8 Gas engine
Transmission Type	Automatic
Fuel Type	Gasoline
Engine Model	L8T
Engine Size (L)	6.6
Horsepower	401
Brake Type	Hydraulic
Hida Vahiala Ontiana	

Hide Vehicle Options

- Air conditioning, single-zone
- Air filter, heavy-duty
- Air filtration monitoring
- Air vents, rear, heating/cooling <u>View All</u>

Hide 🔑 Build & Get a Quote

Vocation

Select Vocation...

Add-Ons and Accessories

Auxiliary Fuel Tank

Bed Liner

Camper Shell

Ladder Rack

Lift Kit

Light Bar

Offroad Wheels and Tires

Snow Plow
Step Bars
Tonneau Cover
Tool Boxes
Tow Package
Other:
Add-On...

Special Requests

\$54,350

Pricing Details

MSRP

	•
OEM Incentives	- \$500
Price	\$53,85 0
Total Savings	\$500

Price above does not include any of the Build & Quote options.

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EPA mileage estimates are for newly manufactured vehicles only. Your actual mileage will vary depending on how you drive and maintain your vehicle.

Before purchasing this vehicle, it is your responsibility to address any and all differences between information on this website and the actual

and/or omissions in this data the compilation of this data and makes no representations express or implied to any actual or prospective purchaser of the vehicle as to the condition of the vehicle, vehicle specifications, ownership, vehicle history, equipment/accessories, price or warranties.

Purchase Agreement

Rami Alamawi Phillips Chevrolet of Frankfort 9700 W. Lincoln Hwy. Frankfort, IL 60423



Buyer	Co-Buyer	Vehicle
Town Of Cedar Lake Tim King 7408 Constitution Ave, Cedar Lake, IN 46303 E: (219) 374-7478, C: (219) 323-0466 tim.king@cedarlakein.org		2023 Chevrolet Silverado 2500HD Custom VIN: 2GC4YME79P1712609 Stock #: 30511 Mileage: Color: Summit White

Purchase Details				
Retail Price:	\$53,350.00			
Sales Price:	\$53,350.00			
Savings:	\$0.00			
Accessories:	\$0.00			
Service Contract:	\$0.00			
GAP:	\$0.00			
Government Fees:	\$57.00			
Proc/Doc Fees:	\$382.26			
Total Taxes:	\$0.00			
Total Sales Price:	\$53,789.26			
Trade Allowance:	\$0.00			
Trade Payoff:	\$0.00			
Trade Equity:	\$0.00			
Rebate:	\$0.00			
Cash Down:	\$0.00			
Cash Price:	\$53,789.26			

X	X _	
Customer Signature	Mana	
Date	Date	_

Disclaimer:

Printed 2/2/23 10:17 AM

30511

2023 SILVERADO 2500 CREW CUSTOM 4W		GENERAL M	OTORS LLC
GAZ SUMMIT WHITE HIT JET BLACK ORDER NO. CDDHBK/TRE STOCK NO VIN 2GC 4YME 79 P1712609 ************************************	******	DETROIT VEHICLE I	CE CENTER MI 48243-1114 NVOICE 10D46995675 531*************
MODEL C DECEMBER OFFICE	MODD	TATE 3 1 4 CT	DEED II . OMOGIC
MODEL & FACTORY OPTIONS CK20743 SILVERADO 2500 CREW CUSTO FE9 50-STATE EMISSIONS GT4 REAR AXLE: 3.73 RATIO JGF GVWR: 10,650 LBS. (4,831 KG) L8T ENGINE: 6.6L V8 GASOLINE MYD TRANS: 6-SPEED AUTO PDX CUSTOM VALUE PACKAGE * REMOTE VEHICLE STARTER SYSTE * REAR-WINDOW DEFOGGER * LED LIGHTING IN CARGO BED * EZ LIFT, POWER LOCK & RELEASE TAILGATE * TRAILER BRAKE CONTROLLER * SIRIUSXM RADIO CAPABLE, ALL ACCESS TRIAL W/ SUBSCRIPTION SOLD SEPARATELY * 3 YEARS REMOTE ACCESS PLAN; ONSTAR & WI-FI DATA CAPABLE SEE ONSTAR.COM FOR TERMS * TRAILERING MIRRORS HEATED & POWER-ADJUSTABLE, MANUAL EXTEND & FOLD, W/ TUR	N		SHIP WT: 6749 HP: 52.7 GVWR: 10650 GAWR.FT: 5600 GAWR.RR: 6600 EMPLOY: 48849.90 SUPPLR: 50793.85 NTR: 3/4 DAN: 1CXGB EMPINC: 2908.09 SUPINC: 964.13
MANUAL EXTEND & FOLD, W/ TUR INDICATORS Q86 20" MACHINED ALUM WHEELS W/ ACCENTS & SPOKES	N/C	N/C	
SFZ BLACK BOWTIE EMBLEM - FRONT	155.00	141.05	
(DEALER INSTALLED) VYU SNOW PLOW PREP/CAMPER PACKAGE: * 220 AMP ALTERNATOR * INCREASED FRONT GAWR	300.00	273.00	
* SKID PLATES * ROOF EMERGENCY LIGHT PROVISIONS W/ PASS THROUGH			
1SZ CUSTOM VALUE PACKAGE DISCOUNT	250.00-		
TOTAL MODEL & OPTIONS DESTINATION CHARGE DEALER IMR CONTRIBUTION LMA GROUP CONTRIBUTION			
TOTAL MEMO: TOTAL LESS HOLDBACK AND APPROX WHOLESALE FINANCE CRE	53350.00	51522.95	PAY 310 51522.95
**************************************	*********** ULTIMATE COLDBACK, F	********* COST BECAUS INANCE CRE	E OF MANUFACTURER DIT AND RETURN TO

PHILLIPS CHEVROLET INC

Margaret Abernathy

From: Chris Salatas

Sent: Thursday, February 2, 2023 5:18 PM

To: Margaret Abernathy

Subject: FW: Schepel GMC Commercial - 2024 HD pricing

TC maybe include in packet

From: Tim Kubiak

Sent: Thursday, February 2, 2023 10:13 AM

To: Chris Salatas

Subject: Fwd: Schepel GMC Commercial - 2024 HD pricing

Tim Kubiak

Director of Operations Town of Cedar Lake

From: Steve Doty

Sent: Thursday, February 2, 2023 8:03:48 AM

To: Tim Kubiak

Subject: Schepel GMC Commercial - 2024 HD pricing

Tim,

please be advised GM has not released it's 2024 year pricing on trucks yet. The fleet ordering window is already "closed" and we are anticipating another year of very limited inventory. thank you

Steve Doty

Schepel GMC New/Used Commercial Mgr

(219)769-6381 office hours Mon-Fri 8-6pm CST

(219)488-7263 cell/text (best method of contact)

For quickest reply, my assistant Tammy Hoffman is also available for help at

(219)769-6381 ext 159 or

Follow me on Facebook for latest deals/info https://www.facebook.com/Schepeltruckguy?ref=hl

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

<u>DISBURSEMENT OF FUNDS</u> FROM TOWN OF CEDAR LAKE 2022A FUND # 323

Requisition No. 1 payable from Locally held Real Estate Sale Bond Proceeds specifically for the 2022A Project. The undersigned, in connection with the foregoing request, hereby certifies that:

- (1) The costs of an aggregate amount set forth herein have been made or incurred and were necessary for the 2022A Project or the issuance of the Bonds;
- (2) The amount paid or to be paid, as set forth herein, is reasonable and represents a part of the amount payable for the 2022A Project or the issuance of the Bonds, and such payment was not paid in advance of the time, if any, fixed for payment and was made in accordance with the terms of any contracts applicable thereto and in accordance with usual and customary practice under existing conditions;
- (3) No part of such costs has been included in any Request previously filed with the Trustee or the Town under the provisions of the Indenture; and
 - (4) Such costs are appropriate for the expenditure of proceeds of the Bonds.
 - (5) Such costs have been verified by Veridus Group.

EXHIBIT A

Payee	<u>Purpose</u>	<u>Amount</u>
GM Development Companies LLC 8561 N County Rd 175 E Springport, IN 47386	Design Fees – Inv# CLPD1	\$102,198.00
K2M Design Inc, PO Box 33776 Detroit, MI 48232-3776	Design Fees – Invoice #21068	\$60,508.74
Abonmarche Consultants, Inc. 315 W. Jefferson Blvd. South Bend, IN 46601	Parcel Descriptions – Invoice #144093	\$1,125.00
Fidelity National Title Company, LLC 11364 Broadway Crown Point, IN 46307	Title Search – Inv#FNW2203875	\$85.00
Total:		\$163,916.74



January 23, 2023

Town of Cedar Lake

Attn: Mr. Chris Salatas, Town Manager

PROJECT:

Cedar Lake Public Safety Complex—Police Headquarters

GM Development, Disbursement Request 12/28/2022

Dear Mr. Salatas,

Pursuant to the BOT Agreement (Police Department Headquarters Project) executed by and between the Town of Cedar Lake (the Town) and GM Development Companies (the Developer), and dated December 22, 2022, the Developer has submitted Disbursement Request 12/28/2022 in the amount of \$102,198.00. This total amount is to be drawn from the bond proceeds: \$102,198.00 from bond proceeds.

Per Schedule 1 of the Disbursement Request, please note that the payee for this disbursement is "GM Development Companies LLC" in the amount of \$102,198.00.

In accordance with the Contract Documents and the Agreement, this Disbursement Request includes December fees incurred by K2M Design, Inc. during design development services. Veridus submits to the Town that based upon digital communications and the data comprising the provided invoices presented to the Developer by K2M Design, to the best of our knowledge, information and belief, design development has progressed as indicated, the quality of work is in accordance with the Contract Documents, and the Developer and Architect are entitled to the payment of the amount approved.

Comments:

- 1. The Developer has provided backup information for review in the disbursement request, including K2M invoice #20613.
- 2. The Developer has provided full payment to K2M to satisfy Invoice #20613, and the developer seeks reimbursement for such payment in this disbursement request. Therefore, the payee for this disbursement request should be "GM Development Companies LLC."
- 3. As this disbursement request only applies to the Police Headquarters, 100% shall be allocated to the Police project.
- 4. Veridus has requested that the Developer provide a fee schedule to assist in forecasting future disbursement requests

For your reference I have enclosed the Developer's Disbursement Request-12/28/2022. Please contact me with any questions or comments you may have.

Sincerely,



Disbursement Request

The undersigned hereby states and certifies that:

- (a) he is the sole Member of GM Development Companies LLC (the "Developer") and, as such, is: (i) familiar with the facts herein certified; and (ii) authorized to make the certifications set forth herein;
- (b) pursuant to Subsection 10(a) of that certain Build-Operate Transfer Agreement (Police Department Headquarters Project) executed by and between Developer and the Town of Cedar Lake, Indiana (the "Town"), and dated December 22, 2022 (the "BOT Agreement"), the undersigned hereby requests that the Town disburse funds to the payees set forth on the attached Schedule 1 the amounts set forth on such Schedule 1 for the purposes set forth on such Schedule 1;
- (c) all of the materials specified in the definition "Disbursement Request" have been provided (or contemporaneously herewith are being provided) to the Town;
- (d) all amounts being paid pursuant to Schedule 1 are Project Costs;
- (e) no Project Costs being paid pursuant to Schedule 1 have previously been paid with a disbursement of funds from the Town; and
- (f) he is not aware of any continuing Event of Default by Developer.

All capitalized terms used but not defined in this request shall have the meanings ascribed to such terms in the BOT Agreement.

GM Development Companies LLC

By:
Gregory W. Martz, Sole Member

Date: 12/28/2022

Schedule 1

PROJECT FUND DISBURSEMENTS

Item <u>Number</u>	Payee Name and Address	Purpose of Obligation	<u>Amount</u>
1	GM Development Companies LLC 8561 N County Rd 175 E Springport, IN 47386	Design Fees	\$102,198.00

INVOICE #CLPD1 12.28.2022

MAIL TO:

GM Development Companies LLC Attn: Greg Martz 8561 N 175 E Springport, IN 47386

PROJECT	DESCRIPTION		TOTAL
Cedar Lake Police Dept Headquarters			
	Design Fees		\$102,198.00
		TOTAL:	\$102,198.00
		TOTAL.	Ψ102,170.00

GM Development Companies LLC 8561 N County Road 175 E Springport, IN, 47386

Email Address #1	
Email Address #2	Accounts not paid to terms are subject to a 1.5% service charge

PO#	Terms		Project:		Job No.
	Net 30	Cedar Lak	e Municipal Com	plex	22044
Stage	Fee \$	Invoiced to Date %	Amount Invoiced \$	Previous Invoiced	
SD / DD to date			102,198.00		102,198.00
Total					102,198.00



January 13, 2023

Town of Cedar Lake

Attn: Mr. Chris Salatas, Town Manager

Re: Recommendation for Abonmarche Invoice #144093 (12.27.2022)

Dear Mr. Salatas

Abonmarche Consultants, Inc. has submitted an invoice for services in the **TOTAL** amount of **\$2,250.00**. The services provided include three separate Parcel Exhibits.

Contractor	Invoice Number / Date	Amount to be Paid
Abonmarche Consultants, Inc	Invoice: 144093 (12/27/2022)	\$2,250.00

The deliverables pertaining to this invoice have been received, and the amount specified accurately represents the agreement between the Town and the Contractor (Abonmarche) for the services provided.

For these reasons, Veridus Group recommends that the Town of Cedar Lake remit payment in full to satisfy Invoice #144093 in the amount of \$2250. To confirm, the funding source to satisfy this invoice will come out of the bond proceeds. Please see comments below:

Comments:

- 1. The Existing Town Hall Parcel Description/Exhibit cost of \$750 in the invoice is shared by both the Fire and Police projects at 50% each.
- 2. The Parcel 1 Description/Exhibit cost of \$750 in the invoice is for the Fire Department Headquarters.
- 3. The Parcel 2 Description/Exhibit cost of \$750 in the invoice is for the Police Department Headquarters.
- 4. Therefore, Invoice #144093 will be allocated 50% to Fire and 50% to Police projects.

For your reference I have included below Invoice #144093. Should you have any questions or comments please let me know.





TOWN OF CEDAR LAKE

Attn: Chris Salatas 7408 Constitution Avenue Cedar Lake, IN 46303

INVOICE

No. 144093 12/27/2022

22-1441

Pt. SW1/4, Section 26-34-9, Cedar Lake, Lake Co., IN

Existing Town Hall Parcel Description/Exhibit (\$750)
Parcel 1 Description/Exhibit (\$750)
Parcel 2 Description/Exhibit (\$750)

Invoice Amount

\$2,250.00

All invoices are due upon receipt. After 30 days, interest of 1.5% per month will be added to any unpaid balance.

If, upon receipt of an invoice from Abonmarche, the client has any questions, or if there are any discrepancies in the invoice, the Client shall identify the issue in writing within ten (10) days of its receipt. If no written objection is made within the ten (10) day period, any such objection shall be deemed waived.

Please remit to: Abonmarche Consultants, Inc. 315 W. Jefferson Blvd. South Bend, IN 46601





TOWN OF CEDAR LAKE

Attn: Chris Salatas 7408 Constitution Avenue Cedar Lake, IN 46303

INVOICE

No. 144093 12/27/2022

22-1441

Pt. SW1/4, Section 26-34-9, Cedar Lake, Lake Co., IN

Existing Town Hall Parcel Description/Exhibit (\$750) Parcel 1 Description/Exhibit (\$750) Parcel 2 Description/Exhibit (\$750)

Invoice Amount

\$2,250.00

All invoices are due upon receipt. After 30 days, interest of 1.5% per month will be added to any unpaid balance.

If, upon receipt of an invoice from Abonmarche, the client has any questions, or if there are any discrepancies in the invoice, the Client shall identify the issue in writing within ten (10) days of its receipt. If no written objection is made within the ten (10) day period, any such objection shall be deemed waived.

> Please remit to: Abonmarche Consultants, Inc. 315 W. Jefferson Blvd. South Bend, IN 46601

Benton Harbor, MI South Bend, IN Portage, MI Lafayette, IN 269.927.2295

574.232.8700 269.447.1088 765.234.0099

219.850.4624

Valparaiso, IN Grand Haven, MI Fort Wayne, IN 616.847.4070 260.218.2500 219.947.2568 574.533.9913

Hobart, IN

Goshen, IN



January 24, 2023

Town of Cedar Lake

Attn: Mr. Chris Salatas, Town Manager

Re: Recommendation for Fidelity National Title Invoice #FNW2203875-2 (12.16.2022)

Dear Mr. Salatas

Fidelity National Title has submitted an invoice for services in the **TOTAL** amount of **\$250.00**. The service provided was part of the title work to secure project bonds.

Contractor	Invoice Number / Date	Amount to be Paid
Fidelity National Title	Invoice: FNW2203875-2 (12/16/2022)	\$250.00

Please remit payment to "Fidelity National Title Company, LLC" in the amount of \$250.00 as indicated on the invoice, and provide a copy of the invoice with payment.

The title work has been completed and the bonds have been secured.

For this reason, Veridus Group recommends that the Town of Cedar Lake remit payment in full to satisfy Invoice #FNW2203875-2 in the amount of \$250. To confirm, the funds to satisfy this invoice will come out of the bond proceeds. Please see comments below:

Comments:

- 1. As this service was performed to secure bond proceeds in general, Invoice #FNW2203875-2 will be allocated 66% to Fire and 34% to Police projects.
- 2. Please remit payment to "Fidelity National Title Company, LLC" in the amount of \$250.00 as indicated on the invoice, and provide a copy of the invoice with payment.

For your reference I have included below Invoice #FNW2203875-2. Should you have any questions or comments please let me know.



Lance Snedeker

DAVID M. AUSTGEN TIMOTHY R. KUIPER! MICHAEL J. JASAITIS+ Ryan A. Deutmeyer* Jeff K. Williams

DANETTE GARZA†
MICHAEL L. MUENICH
DAVID K. RANICH
DONALD R. O'DELL
1924-2013 December
1



AMY S. BENJAMIN SHERRY L. GREEN
Office Administrator

> "Locensed in 1h & U. † Also Incented CPA In IN

January 4, 2023

PRIVILEDGED COMMUNICATION

VIA E-MAIL ONLY

Barnes & Thornburg, LLP 201 South Main Street, Suite 400 South Bend, IN 46601-1632



Thank you.

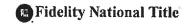
Very truly yours,

AUSTGEN KUIPER JASAITIS P.C.

By:

David M. Austgen





FNW2203875

Remit Payment To:

Fidelity National Title Company, LLC 11364 Broadway

Crown Point, IN 46307

Phone: (219)663-5160 Fax: (219)662-1511

Due upon receipt

Austgen Kuiper Jasaitis P.C. 130 North Main Street Crown Point, IN 46307

Order Number:

FNW2203875

Invoice Date:

12/16/2022

INVOICE

Invoice Number:

FNW2203875-2

Operation:

Town of Cedar Lake

Seller(s):

01040.246342

Buyer/Borrower(s): **Title Officer:**

Charlene Simko

Sales Rep:

Christine Banter

Property Description (1):

7808 W. 138th Pl, Cedar Lake, IN 46303

Pt SW 26-34-9 & Lighthouse at Paradise 2nd Rusub Lot 3

Bill Code Description **Amount** 250.00

RPT

Report of Search

Invoice total amount due:

\$250.00

Thank you for the opportunity to serve you. Please return a copy of this invoice with your payment



January 24, 2023

Town of Cedar Lake

Attn: Mr. Chris Salatas, Town Manager

PROJECT: Cedar Lake Public Safety Complex—Police Headquarters

GM Development, Disbursement Request 01/24/2023

Dear Mr. Salatas,

Pursuant to the BOT Agreement (Police Department Headquarters Project) executed by and between the Town of Cedar Lake (the Town) and GM Development Companies (the Developer), and dated December 22, 2022, the Developer has submitted Disbursement Request 01/24/2023 in the amount of \$60,508.74. This amount is to be drawn from the bond proceeds: \$60,508.74 from bond proceeds.

Per Schedule 1 of the Disbursement Request, please note that the payee for this disbursement is "K2M Design Inc." in the amount of \$60,508.74.

In accordance with the Contract Documents and the Agreement, this Disbursement Request includes January fees incurred by K2M Design Inc. during design development services. Veridus submits to the Town that based upon digital communications and the data comprising the provided invoice presented to the Developer by K2M Design, to the best of our knowledge, information and belief, design development has progressed as indicated, the quality of work is in accordance with the Contract Documents, and the Developer and Architect are entitled to the payment of the amount approved.

Comments:

- 1. The Developer has provided K2M Invoice #21068 as backup information in this disbursement request. This invoice is also included on the Fire Headquarters Disbursement Request 01/24/2023 and has been allocated between the Police and Fire projects.
- 2. As this disbursement request only applies to the Police Headquarters, 100% (\$60,508.74) shall be allocated to the Police project.
- 3. The Architect has provided a billing schedule (attached below) to assist in forecasting and reviewing future disbursement requests. Per the schedule, this disbursement request agrees with the forecast amount.

For your reference I have enclosed the Developer's Disbursement Request-01/24/2023 and the preliminary cashflow schedule. Please contact me with any questions or comments you may have.

Sincerely,



Disbursement Request

The undersigned hereby states and certifies that:

- (a) he is the sole Member of GM Development Companies LLC (the "Developer") and, as such, is: (i) familiar with the facts herein certified; and (ii) authorized to make the certifications set forth herein;
- (b) pursuant to Subsection 10(a) of that certain Build-Operate Transfer Agreement (Police Department Headquarters Project) executed by and between Developer and the Town of Cedar Lake, Indiana (the "Town"), and dated December 22, 2022 (the "BOT Agreement"), the undersigned hereby requests that the Town disburse funds to the payees set forth on the attached Schedule 1 the amounts set forth on such Schedule 1 for the purposes set forth on such Schedule 1;
- (c) all of the materials specified in the definition "Disbursement Request" have been provided (or contemporaneously herewith are being provided) to the Town;
- (d) all amounts being paid pursuant to Schedule 1 are Project Costs;
- (e) no Project Costs being paid pursuant to Schedule 1 have previously been paid with a disbursement of funds from the Town; and
- (f) he is not aware of any continuing Event of Default by Developer.

All capitalized terms used but not defined in this request shall have the meanings ascribed to such terms in the BOT Agreement.

GM Development Companies LLC
Ву:
Gregory W. Martz, Sole Member
Date: 1/24/2023

Schedule 1

PROJECT FUND DISBURSEMENTS

Item <u>Number</u>	Payee Name and Address	Purpose of Obligation	<u>Amount</u>
1	K2M Design Inc. PO Box 33776 Detroit ML 48232-3776	Design Fees	\$60,508.74

GM Development Companies LLC 8561 N County Road 175 E Springport, IN, 47386

Email Address #1	
Email Address #2	Accounts not paid to terms are subject to a 1.5% service charge

PO#	PO# Terms		Project:		Job No.			
	Net 30		Cedar Lake Municipal Complex			22044		
Stage	Fee \$	Invoiced to Date	Amount Invoiced \$	Previou Invoice		Invoiced this Month \$		
Design Development	214,570.00	75.00	160,927.50		-	160,927.50		
Amount Attributed to PD			\$60,508.74					
Amount Attributed to FD			\$100,418.76					
Total						160,927.50		

K2M Billing Schedule Combined Fire and Police Projects										
	Fee	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023
Design Development	\$ 214,570.00	\$ 160,927.50	\$ 53,642.50							
Construction Documents	\$ 324,000.00		\$ 81,000.00	\$ 162,000.00	\$ 81,000.00					
Permitting & Bidding	\$ 10,800.00					\$ 10,800.00				
Construction Admin & Close-out	\$ 313,200.00						\$ 19,575.00	\$ 19,575.00	\$ 19,575.00	\$ 19,575.00

^{*}Current Invoice is highlighted

^{*}Monthly fee of \$19,575.00 repeats through Sept. 2024

<u>DISBURSEMENT OF FUNDS</u> FROM TOWN OF CEDAR LAKE 2022B FUND # 324

Requisition No. 1 payable from Locally held Real Estate Sale Bond Proceeds specifically for the 2022B Project. The undersigned, in connection with the foregoing request, hereby certifies that:

- (1) The costs of an aggregate amount set forth herein in Exhibit A have been made or incurred and were necessary for the 2022B Project or the issuance of the Bonds;
- (2) The amount paid or to be paid, as set forth herein, is reasonable and represents a part of the amount payable for the 2022B Project or the issuance of the Bonds, and such payment was not paid in advance of the time, if any, fixed for payment and was made in accordance with the terms of any contracts applicable thereto and in accordance with usual and customary practice under existing conditions;
- (3) No part of such costs has been included in any Requisition previously filed with the Trustee under the provisions of the Indenture; and
 - (4) Such costs are appropriate for the expenditure of proceeds of the Bonds.
 - (5) Such costs have been verified by Veridus Group.

EXHIBIT A

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>		
K2M Design Inc.				
PO Box 33776	Design Fees – Inv#20867 & 20967	\$216,540.16		
Detroit, MI 48232-3776				
Abonmarche Consultants, Inc.				
315 W. Jefferson Blvd.	Parcel Descriptions – Inv#144093	\$1,125.00		
South Bend, IN 46601				
Fidelity National Title				
Company, LLC	Title Search – Inv#FNW2203875	\$165.00		
11364 Broadway	The Scarch – πνπ11ν w 2203073	\$105.00		
Crown Point, IN 46307				
K2M Design Inc.				
PO Box 33776	Design Fees – Inv#21068	\$100,418.76		
Detroit, MI 48232-3776				
Total:		\$318,248.92		



January 23, 2023

Town of Cedar Lake

Attn: Mr. Chris Salatas, Town Manager

PROJECT:

Cedar Lake Public Safety Complex—Fire Department Headquarters

GM Development, Disbursement Request 12/28/2022

Dear Mr. Salatas,

Pursuant to the BOT Agreement (Police Department Headquarters Project) executed by and between the Town of Cedar Lake (the Town) and GM Development Companies (the Developer), and dated December 22, 2022, the Developer has submitted Disbursement Request 12/28/2022 in the amount of \$216,540.16. This total amount is to be drawn from the bond proceeds: \$216,540.16 from bond proceeds.

Per Schedule 1 of the Disbursement Request, please note that the payee for this disbursement is "K2M Design Inc" in the amount of \$216,540.16.

In accordance with the Contract Documents and the Agreement, this Disbursement Request includes November and December fees incurred by K2M Design, Inc. during design development services. Veridus submits to the Town that based upon digital communications and the data comprising the provided invoices presented to the Developer by K2M Design, to the best of our knowledge, information and belief, design development has progressed as indicated, the quality of work is in accordance with the Contract Documents, and the Architect is entitled to the payment of the amount approved.

Comments:

- 1. The Contractor has provided backup information for review in the Disbursement Request.
- 2. As noted above, per Schedule 1 of the Disbursement Request, please note that the payee for this disbursement is "K2M Design Inc."
- 3. As this disbursement request only applies to the Fire Department Headquarters, 100% shall be allocated to the Fire Department project.
- 4. Veridus has requested that the Developer provide a fee schedule to assist in forecasting future disbursement requests.

For your reference I have enclosed the Developer's Disbursement Request-12/28/2022. Please contact me with any questions or comments you may have.

Sincerely,

Veridus Group



VERIDUS GROUP, INC. | 6280 N. SHADELAND AVENUE, SUITE A | INDIANAPOLIS, IN 46220 | WWW.THEVERIDUSGROUP.COM | 317.598.6647

Disbursement Request

The undersigned hereby states and certifies that:

- (a) he is the sole Member of GM Development Companies LLC (the "Developer") and, as such, is: (i) familiar with the facts herein certified; and (ii) authorized to make the certifications set forth herein;
- (b) pursuant to Subsection 10(a) of that certain Build-Operate Transfer Agreement (Fire Department Headquarters Project) executed by and between Developer and the Town of Cedar Lake, Indiana (the "Town"), and dated December 22, 2022 (the "BOT Agreement"), the undersigned hereby requests that the Town disburse funds to the payees set forth on the attached Schedule 1 the amounts set forth on such Schedule 1 for the purposes set forth on such Schedule 1;
- (c) all of the materials specified in the definition "Disbursement Request" have been provided (or contemporaneously herewith are being provided) to the Town;
- (d) all amounts being paid pursuant to Schedule 1 are Project Costs;
- (e) no Project Costs being paid pursuant to Schedule 1 have previously been paid with a disbursement of funds from the Town; and
- (f) he is not aware of any continuing Event of Default by Developer.

All capitalized terms used but not defined in this request shall have the meanings ascribed to such terms in the BOT Agreement.

GM Development Companies LLC

By:
Gregory W. Martz, Sole Member

Date: 12/28/2022

Schedule 1

PROJECT FUND DISBURSEMENTS

Item <u>Number</u>	Payee Name and Address	Purpose of Obligation	<u>Amount</u>
1	K2M Design Inc. PO Box 33776 Detroit ML 48232-3776	Design Fees	\$216,540.16

GM Development Companies LLC 8561 N County Road 175 E Springport, IN, 47386

Email Address #1	greg@gm-development.com	
Email Address #2		Accounts not paid to terms are subject to a 1.5% service charge

PO #	Terms		Project:		Job No.		
	Net 30	Cedar Lak	e Municipal Com	plex	22044		
Stage	Fee \$	Invoiced to Date	Amount Invoiced \$	Previously Invoiced \$	Invoiced this Month \$		
SD / DD to date			108,000.00		108,000.00		
Expenses plus 10% Markup					368.92		
Total					108,368.92		

Project Purchases plus 10%

Use filters to select items included on client invoice.

Set Filters

Project: Project No - Title = Contains: 22044 Date = Supplier = Starts With: DS Arch Stages: Stage Name = Contains: Expenses

Project	Supplier	Date	Invoice Number	Description	Cost	Plus 10%
22044 - Cedar Lake Municipal Complex	DS Architecture	Jul 05 2022	2022-0238	SD Expenses	335.38	368.92
					335.38	368.92



MONTHLY INVOICE

BILL TO

Scott Maloney K2M Design, Inc 3121 Bridge Ave Cleveland, OH 44113

Project Description: Cedar Lake Municipal Complex

INVOICE NUMBER	INVOICE DATE	PAYMENT DUE DATE	OUR PROJECT NO.	BALANCE DUE
2022-0238	Jul 05, 2022	Sep 03, 2022	22010	\$4,085.38

Expenses	•						
<u>Date</u>	<u>Name</u>	<u>Phase</u>	Expense Type	<u>Description</u>	Qty	<u>Rate</u>	<u>Amount</u>
Basic Servi	ces						
05/17/2022	EFP	02 Programming /	Travel	Turn Pike Tolls	1.00	\$58.21	\$58.21
		Conceptual Design					
06/01/2022	EFP	02 Programming /	Car Rental	AVIS Rental	1.00	\$110.56	\$110.56
		Conceptual Design					
06/01/2022	EFP	02 Programming /	Car Gas	BP Airport	1.00	\$49.27	\$49.27
		Conceptual Design					
06/01/2022	EFP	02 Programming /	Meals	Coopers Hawk	1.00	\$62.05	\$62.05
		Conceptual Design					
06/01/2022	EFP	02 Programming /	Meals	Tippecanoe Place	1.00	\$34.82	\$34.82
		Conceptual Design					
06/01/2022	EFP	02 Programming /	Car Rental		1.00	\$11.04	\$11.04
		Conceptual Design					
06/01/2022	EFP	02 Programming /	Car Gas	Sunoco	1.00	\$6.93	\$6.93
		Conceptual Design					
							Page 1 of 2



MONTHLY INVOICE

Project Description: Cedar Lake Municipal Complex

INVOIC	E NUMBER	INVOICE DATE	PAYMENT DUE DATE OUR		OUR PROJECT NO.		BALANCE DUE			
20	22-0238	Jul 05, 2022	022 Sep 03, 2		Sep 03, 2022 22010		22010		\$4,085	.38
Date	<u>Name</u>	<u>Phase</u>	Expense Type Description		Qty		Rate	Amount		
06/01/2022	EFP	02 Programming / Conceptual Design	Travel	RTA ticket	from Airport	1.00	\$2.50	\$2.50		
				Bas	ic Services Total:			\$335.38		
			Expenses Total: \$335.38							

\$4,085.38 Invoice Total:

Please make payments to DS Architecture located at 1020 Huron Road, Suite 101, Cleveland, Ohio 44115. Payments shall be postmarked within 60 calendar days of the DS Architecture invoice date. When applicable and in accordance with signed proposals, late payments are subject to a late fee of 1.5% per month (18% APR.)

Eric Pros From:

Sent: Tuesday, July 19, 2022 3:49 PM Felicia Lewis; Cathy Bernthal To: Subject: **RE: DS Architecture Invoice**

EXTERNAL MESSAGE: Don't click links or attachments until you VERIFY sender.

Hey Cathy,

I apologize, I didn't know you would need the hard copies.

I believe I tossed them out, but there's a chance they're still on my desk.

I'll check as soon as I'm back from Indiana on Thursday.

Sorry for any inconvenience.

I'll make a habit of saving hardcopies from here on out.

All the best,

ERIC F. PROS, AIA, MBA

Director of Design Historic Preservation | Adaptive Reuse Studio Director AIA Ohio Treasurer AIA Akron Immediate Past President

DS ARCHITECTURE

LISTEN | LEAD | INNOVATE

Cleveland | Kent 330.678.6144

From: Felicia Lewis

Sent: Tuesday, July 19, 2022 4:43 PM

To: Cathy Bernthal < Cc: Eric Pros

Subject: RE: DS Architecture Invoice

Cathy,

Eric did not save the majority of his receipts. I download and highlighted the credit card statement.

Eric,

Please coordinate with Cathy.

Thank you, **FELICIA M. LEWIS Chief Operating Officer**

DS ARCHITECTURE

LISTEN | LEAD | INNOVATE **Inspiring Together**

From: Cathy Bernthal

Sent: Tuesday, July 19, 2022 2:11 PM

To: Felicia Lewis

Cc: Jeffrey Meyers

Scott Moore

Subject: RE: DS Architecture Invoice

Hello,

Would it be possible to provide the supporting documents for the \$335.38 in expenses included on the attached invoice?

Greatly appreciate your assistance with this request!



Cathy Bernthal

Project Accounting Specialist

D: 479-367-3156 k2mdesign.com

From: Felicia Lewis

Sent: Tuesday, July 12, 2022 8:25 PM

To: K2M-Invoices <

Subject: DS Architecture Invoice

EXTERNAL MESSAGE: Don't click links or attachments until you VERIFY sender.

Good Evening,

An invoice for our past month's design services is attached. If you have questions or concerns, please do not hesitate to reach out to myself or Jeff Meyers

We appreciate the opportunity to continue our collaborative efforts.

Warm Regards,

FELICIA M. LEWISChief Operating Officer

DS ARCHITECTURE

LISTEN | LEAD | INNOVATE Inspiring Together

330.678.6144 x209

Transaction Date	Post Date	Description	Category	Type	Amount
6/2/2022	6/3/2022	BP#0369082PMG CLE AIRPRT	Gas	Sale	-49.27
6/1/2022	6/3/2022	SUNOCO 0791602600	Gas	Sale	-6.93
6/1/2022	6/2/2022	TST* TIPPECANOE PLACE - S	Food & Drink	Sale	-34.82
5/31/2022	6/1/2022	COOPERS HAWK MERRILLVILL	Food & Drink	Sale	-62.05
5/26/2022	5/29/2022	GREATER CLEVELAND RTA	Travel	Sale	-2.5
5/26/2022	5/29/2022	CROWNE PLAZA CHICAGO O'H	Travel	Sale	-328.32
5/26/2022	5/27/2022	VENTRA VENDING 05403	Travel	Sale	-5
5/25/2022	5/27/2022	GIBSONS BAR & amp; STEAKHOUSE	Food & Drink	Sale	-260.15
5/26/2022	5/27/2022	TST* Harry Carays 7th In	Food & Drink	Sale	-50.28
5/25/2022	5/26/2022	VENTRA VENDING 05404	Travel	Sale	-5
5/24/2022	5/25/2022	AVIS.COM PREPAY	Travel	Sale	-100.56
5/24/2022	5/25/2022	GREATER CLEVELAND RTA	Travel	Sale	-2.5
5/17/2022	5/19/2022	BLUE HABANERO BRECKSVILLE	Food & Drink	Sale	-121.82
5/17/2022	5/19/2022	WWWPLATEPASSCOM	Travel	Sale	-58.21

GM Development Companies LLC 8561 N County Road 175 E Springport, IN, 47386

Email Address #1	
Email Address #2	Accounts not paid to terms are subject to a 1.5% service charge

PO#	Terms		Project:		Job No.
	Net 30	Cedar La	Cedar Lake Municipal Con		22044
Stage	Fee \$	Invoiced to Date	Amount Invoiced \$	Previously Invoiced \$	Invoiced this Month \$
SD / DD to date			108,000.00		108,000.00
Expenses plus 10% Markup					171.24
Total					108,171.2



Fairfield by Marriott®
8275 Georgia Street, Merrillville, In 46410 P 219.736.0500
Fairfield.Marriott.com

S. Maloney Room: 202

Room Type: KING Number of Guests: 1

Rate: \$139.00

Clerk:

Arrive: 19Jul22 Time: 02:19PM Depart: 20Jul22 Time: 12:00PM Folio Number: 90818

DATE **DESCRIPTION CHARGES CREDITS** Room Charge 19Jul22 139.00 Occupancy Sales Tax 19Jul22 6.95 State Occupancy Tax 19Jul22 9.73 American Express 155.68 20Jul22 Card #: A Amount: 155.68 Auth: 1915/5

BALANCE: 0.00

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January 13, 2023

Town of Cedar Lake

Attn: Mr. Chris Salatas, Town Manager

Re: Recommendation for Abonmarche Invoice #144093 (12.27.2022)

Dear Mr. Salatas

Abonmarche Consultants, Inc. has submitted an invoice for services in the **TOTAL** amount of **\$2,250.00**. The services provided include three separate Parcel Exhibits.

Contractor	Invoice Number / Date	Amount to be Paid
Abonmarche Consultants, Inc	Invoice: 144093 (12/27/2022)	\$2,250.00

The deliverables pertaining to this invoice have been received, and the amount specified accurately represents the agreement between the Town and the Contractor (Abonmarche) for the services provided.

For these reasons, Veridus Group recommends that the Town of Cedar Lake remit payment in full to satisfy Invoice #144093 in the amount of \$2250. To confirm, the funding source to satisfy this invoice will come out of the bond proceeds. Please see comments below:

Comments:

- 1. The Existing Town Hall Parcel Description/Exhibit cost of \$750 in the invoice is shared by both the Fire and Police projects at 50% each.
- 2. The Parcel 1 Description/Exhibit cost of \$750 in the invoice is for the Fire Department Headquarters.
- 3. The Parcel 2 Description/Exhibit cost of \$750 in the invoice is for the Police Department Headquarters.
- 4. Therefore, Invoice #144093 will be allocated 50% to Fire and 50% to Police projects.

For your reference I have included below Invoice #144093. Should you have any questions or comments please let me know.





TOWN OF CEDAR LAKE

Attn: Chris Salatas 7408 Constitution Avenue Cedar Lake, IN 46303

INVOICE

No. 144093 12/27/2022

22-1441

Pt. SW1/4, Section 26-34-9, Cedar Lake, Lake Co., IN

Existing Town Hall Parcel Description/Exhibit (\$750)
Parcel 1 Description/Exhibit (\$750)
Parcel 2 Description/Exhibit (\$750)

Invoice Amount

\$2,250.00

All invoices are due upon receipt. After 30 days, interest of 1.5% per month will be added to any unpaid balance.

If, upon receipt of an invoice from Abonmarche, the client has any questions, or if there are any discrepancies in the invoice, the Client shall identify the issue in writing within ten (10) days of its receipt. If no written objection is made within the ten (10) day period, any such objection shall be deemed waived.

Please remit to: Abonmarche Consultants, Inc. 315 W. Jefferson Blvd. South Bend, IN 46601





TOWN OF CEDAR LAKE

Attn: Chris Salatas 7408 Constitution Avenue Cedar Lake, IN 46303

INVOICE

No. 144093 12/27/2022

22-1441

Pt. SW1/4, Section 26-34-9, Cedar Lake, Lake Co., IN

Existing Town Hall Parcel Description/Exhibit (\$750) Parcel 1 Description/Exhibit (\$750) Parcel 2 Description/Exhibit (\$750)

Invoice Amount

\$2,250.00

All invoices are due upon receipt. After 30 days, interest of 1.5% per month will be added to any unpaid balance.

If, upon receipt of an invoice from Abonmarche, the client has any questions, or if there are any discrepancies in the invoice, the Client shall identify the issue in writing within ten (10) days of its receipt. If no written objection is made within the ten (10) day period, any such objection shall be deemed waived.

> Please remit to: Abonmarche Consultants, Inc. 315 W. Jefferson Blvd. South Bend, IN 46601

Benton Harbor, MI South Bend, IN Portage, MI Lafayette, IN 269.927.2295

574.232.8700 269.447.1088 765.234.0099

219.850.4624

Valparaiso, IN Grand Haven, MI Fort Wayne, IN 616.847.4070 260.218.2500 219.947.2568 574.533.9913

Hobart, IN

Goshen, IN



January 24, 2023

Town of Cedar Lake

Attn: Mr. Chris Salatas, Town Manager

Re: Recommendation for Fidelity National Title Invoice #FNW2203875-2 (12.16.2022)

Dear Mr. Salatas

Fidelity National Title has submitted an invoice for services in the **TOTAL** amount of **\$250.00**. The service provided was part of the title work to secure project bonds.

Contractor	Invoice Number / Date	Amount to be Paid
Fidelity National Title	Invoice: FNW2203875-2 (12/16/2022)	\$250.00

Please remit payment to "Fidelity National Title Company, LLC" in the amount of \$250.00 as indicated on the invoice, and provide a copy of the invoice with payment.

The title work has been completed and the bonds have been secured.

For this reason, Veridus Group recommends that the Town of Cedar Lake remit payment in full to satisfy Invoice #FNW2203875-2 in the amount of \$250. To confirm, the funds to satisfy this invoice will come out of the bond proceeds. Please see comments below:

Comments:

- 1. As this service was performed to secure bond proceeds in general, Invoice #FNW2203875-2 will be allocated 66% to Fire and 34% to Police projects.
- 2. Please remit payment to "Fidelity National Title Company, LLC" in the amount of \$250.00 as indicated on the invoice, and provide a copy of the invoice with payment.

For your reference I have included below Invoice #FNW2203875-2. Should you have any questions or comments please let me know.



DAVID M, AUSTGEN TIMOTHY R, KUIPERS MICHAEL J, JASALIISS RYAN A, DEUTMEYERS JEFF K, WILLIAMS OF CLASSEL DANIETTE GARZAF MICHAEL L, MUENICH DAVID K, RANICH DONALD R, O'DELL 1976-2011 Donaled



AMY S. BENJAMEN
Paralegal
SHERRY L. GREEN
Office Administrator
"Escensed in th & IL.

†Also Licented CPA In IN

January 4, 2023

PRIVILEDGED COMMUNICATION

VIA E-MAIL ONLY

Barnes & Thornburg, LLP 201 South Main Street, Suite 400 South Bend, IN 46601-1632



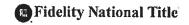
Very truly yours,

AUSTGEN KUIPER JASAITIS P.C.

By:

David IVI. Austgon





FNW2203875

Remit Payment To:

Fidelity National Title Company, LLC 11364 Broadway

Crown Point, IN 46307

Phone: (219)663-5160 Fax: (219)662-1511

Due upon receipt

Austgen Kuiper Jasaitis P.C. 130 North Main Street Crown Point, IN 46307

Order Number:

FNW2203875

Invoice Date:

12/16/2022

INVOICE

Invoice Number:

FNW2203875-2

Operation:

Town of Cedar Lake

Seller(s):

01040.246342

Buyer/Borrower(s): **Title Officer:**

Charlene Simko

Sales Rep:

Christine Banter

Property Description (1):

7808 W. 138th Pl, Cedar Lake, IN 46303

Pt SW 26-34-9 & Lighthouse at Paradise 2nd Rusub Lot 3

Bill Code Description **Amount** 250.00

RPT

Report of Search

Invoice total amount due:

\$250.00

Thank you for the opportunity to serve you. Please return a copy of this invoice with your payment



January 25, 2023

Town of Cedar Lake

Attn: Mr. Chris Salatas, Town Manager

PROJECT: Cedar Lake Public Safety Complex—Fire Headquarters

GM Development, Disbursement Request 01/24/2023

Dear Mr. Salatas,

Pursuant to the BOT Agreement (Fire Department Headquarters Project) executed by and between the Town of Cedar Lake (the Town) and GM Development Companies (the Developer), and dated December 22, 2022, the Developer has submitted Disbursement Request 01/24/2023 in the amount of \$100,418.76. This amount is to be drawn from the bond proceeds: **\$100,418.76** from bond proceeds.

Per Schedule 1 of the Disbursement Request, please note that the payee for this disbursement is "K2M Design Inc." in the amount of \$100,418.76.

In accordance with the Contract Documents and the Agreement, this Disbursement Request includes January fees incurred by K2M Design Inc. during design development services. Veridus submits to the Town that based upon digital communications and the data comprising the provided invoice presented to the Developer by K2M Design, to the best of our knowledge, information and belief, design development has progressed as indicated, the quality of work is in accordance with the Contract Documents, and the Developer and Architect are entitled to the payment of the amount approved.

Comments:

- 1. The Developer has provided K2M Invoice #21068 as backup information in this disbursement request. This invoice is also included on the separate Police Headquarters Disbursement Request 01/24/2023 and has been allocated between the Police and Fire projects.
- 2. As this disbursement request only applies to the Fire Department Headquarters, 100% (\$100,418.76) shall be allocated to the Fire project.
- 3. The Architect has provided a billing schedule (attached below) to assist in forecasting and reviewing future disbursement requests. Per the schedule, this disbursement request agrees with the forecast amount.

For your reference I have enclosed the Developer's Disbursement Request-01/24/2023. Please contact me with any questions or comments you may have.

Sincerely,



Disbursement Request

The undersigned hereby states and certifies that:

- (a) he is the sole Member of GM Development Companies LLC (the "Developer") and, as such, is: (i) familiar with the facts herein certified; and (ii) authorized to make the certifications set forth herein;
- (b) pursuant to Subsection 10(a) of that certain Build-Operate Transfer Agreement (Fire Department Headquarters Project) executed by and between Developer and the Town of Cedar Lake, Indiana (the "Town"), and dated December 22, 2022 (the "BOT Agreement"), the undersigned hereby requests that the Town disburse funds to the payees set forth on the attached Schedule 1 the amounts set forth on such Schedule 1 for the purposes set forth on such Schedule 1;
- (c) all of the materials specified in the definition "Disbursement Request" have been provided (or contemporaneously herewith are being provided) to the Town;
- (d) all amounts being paid pursuant to Schedule 1 are Project Costs;
- (e) no Project Costs being paid pursuant to Schedule 1 have previously been paid with a disbursement of funds from the Town; and
- (f) he is not aware of any continuing Event of Default by Developer.

All capitalized terms used but not defined in this request shall have the meanings ascribed to such terms in the BOT Agreement.

GM Development Companies LLC

By:
Gregory W. Martz, Sole Member

Date: 1/24/2023

Schedule 1

PROJECT FUND DISBURSEMENTS

Item <u>Number</u>	Payee Name and Address	Purpose of Obligation	<u>Amount</u>
1	K2M Design Inc. PO Box 33776 Detroit ML 48232-3776	Design Fees	\$100,418.76

GM Development Companies LLC 8561 N County Road 175 E Springport, IN, 47386

Email Address #1	
Email Address #2	Accounts not paid to terms are subject to a 1.5% service charge

PO#	Terms		Project:			Job No.
	Net 30		re Municipal Com	22044		
Stage	Fee \$	Invoiced to Date	Amount Invoiced \$	Previou Invoice		Invoiced this Month \$
Design Development	214,570.00	75.00	160,927.50		-	160,927.50
Amount Attributed to PD			\$60,508.74			
Amount Attributed to FD			\$100,418.76			
Total						160,927.50

K2M Billing Schedule Combined Fire and Police Projects										
	Fee	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023
Design Development	\$ 214,570.00	\$ 160,927.50	\$ 53,642.50							
Construction Documents	\$ 324,000.00		\$ 81,000.00	\$ 162,000.00	\$ 81,000.00					
Permitting & Bidding	\$ 10,800.00					\$ 10,800.00				
Construction Admin & Close-out	\$ 313,200.00						\$ 19,575.00	\$ 19,575.00	\$ 19,575.00	\$ 19,575.00

^{*}Current Invoice is highlighted

^{*}Monthly fee of \$19,575.00 repeats through Sept. 2024

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of October 7, 2022 ("Effective Date") by and between Town of Cedar Lake, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and VS Engineering, Inc. ("the CONSULTANT"), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: <u>2101110</u>

Project Description: <u>PE design services associated with the construction of a sidewalk from the Cline Avenue roundabout to the Town Hall grounds on the east side of the lake (Constitution Ave.).</u>

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

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

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be <u>December 31, 2028</u>. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$ 198,850**.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

Access to Records. The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. Assignment; Successors.

- A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
- B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.
- **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.
- **Authority to Bind Consultant**. The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. <u>Certification for Federal-Aid Contracts Lobbying Activities.</u>

- A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

- entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. <u>Compliance with Laws</u>.

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. State of Indiana Actions. The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. Professional Licensing Standards. The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. Work Specific Standards. The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
- iv. Secretary of State Registration. If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
- v. Debarment and Suspension of CONSULTANT. Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
- vi. Debarment and Suspension of any SUB-CONSULTANTS. The CONSULTANT's SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA's request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations*. In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
 - i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes*. If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
- **8.** Condition of Payment. The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

9. Confidentiality of LPA Information.

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.
- **Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. <u>DBE Requirements</u>.

A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, leasors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, leasors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
 - (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. <u>Disputes</u>.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. <u>Drug-Free Workplace Certification</u>.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.
- **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

16. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

- **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
- **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
- Indemnification. The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
- **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.

21. Insurance - Liability for Damages.

- A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
- B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
- C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, subconsultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

- 1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
- 2. The policy shall provide thirty (30) days notice of cancellation to LPA.
- 3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

- 1. Contractual Liability coverage shall be included.
- 2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
- 3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

- 1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, nonowned, and hired watercraft.
- 2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage Jones Act
- 3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
- 4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

- 1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
- 2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
- 3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.
- **Merger and Modification**. This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contact. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.
- **Notice to Parties**: Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

<u>Chris Salatas</u>
<u>Town Manager for Town of Cedar Lake</u>
<u>PO Box 707, 7408 Constitution Avenue</u>
Cedar Lake, IN 46303

Notices to the CONSULTANT shall be sent to:

Sanjay Patel, P.E.
President/CEO
VS Engineering, Inc.
4275 N. High School Road
Indianapolis, IN 46254

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

- **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
- 25. Ownership of Documents and Materials. All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product) will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
- **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
- **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

- **28. Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
 - i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
- **Severability**. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
- **Status of Claims**. The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
- 31. <u>Sub-consultant Acknowledgement.</u> The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
- **Substantial Performance**. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
- **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

34. Termination for Convenience.

- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
- B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
 - (i) the CONSULTANT fails to:
 - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. <u>Default by the LPA</u>. If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

- **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
- 37. Work Standards/Conflicts of Interest. The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
- **No Third-Party Beneficiaries**. This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
- **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
- **40.** Assignment of Antitrust Claims. The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT	LOCAL PUBLIC AGENCY
Signature	Signature
Sanjay B. Patel, PE, President	Randell Niemeyer, President
(Print or type name and title)	(Print or type name and title)
	Signature
	Richard Sharpe, Vice President
Attest:	(Print or type name and title)
Cursia	Cionatura
Signature	Signature
Christopher L. Waidner, PE, Trans. Dir.	(Print or type name and title)
(Print or type name and title)	(Film of type name and title)
	Signature
	g
	Chris Salatas, ERC (Print or type name and title)

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

Survey:

Project area and topographic limits along Lake Shore Drive and Morse Street from the east right-of-way line of S. Cline Avenue extended south to the southerly right-of-way line of Constitution Avenue, width limits will consist of the following:

- From the east right-of-way line of S. Cline Avenue extended south to a point approximately 100 feet south of the centerline of West 131st Place to include locations from the north and east edge of pavement going north and east to 25-30 feet north and east of the north and east edge of pavement at 50-foot intervals in areas without houses; in areas with houses the intervals will be set at 25 feet and will terminate at the house limits.
- From the point approximately 100 feet south of the centerline of West 131st Place (on the east side of Lake Shore Drive) conduct a cross section of Lake Shore Drive from a point 25-30 feet east pf the east edge pavement to a point 25-30 feet west of the west edge of pavement for Lake Shore Drive, obtain cross sections 25 feet north and south of this crossing location.
- From the point approximately 100 feet south of the centerline of West 131st Place (on the west side of Lake Shore Drive) continue south to the southerly right-of-way line of Constitution Avenue to include locations from the west edge of pavement going west to 25-30 feet west of the west edge of pavement at 50-foot intervals in areas without houses; in areas with houses the intervals will be set at 25 feet and work terminate at the house limits. In the area of which there is sidewalks the limits will change from back of curb to the exiting fence, the sidewalk will end approximately 90 feet south of the centerline of West 133rd Place.
- From 90 feet south of West 133rd Place additional grades will be obtained throughout the wooded section but still limited to 30 feet from the edge of pavement for a distance of 100 feet.
- A baseline alignment for Lake Shore Drive and Morse Street will be established from centerline locations obtained along the corridor. This will have no bearing on the location of any right-of-way or parcel lines.
- Cross sections will be taken at 50-foot intervals to assist with the design aspect of the project.

Obtain section or auditor plats for all properties within the project limits from local and state agencies. Subdivision plats will be obtained for all subdivisions within the project area and last deeds of record for metes and bounds parcels.

Topographic Survey shall include all improvements such as, but not limited to curbs, gutter flow lines, walkways, planters, landscape areas, and spot elevations along all visible utilities (e.g., light poles, electric vaults, valves, water boxes, hydrants, manholes, catch basins, signs, signals, paint markings, etc.) within the survey limits.

Culvert crossings (approximately 1) will be located along the top deck and detailed in a survey field book. Opening sizes, conditions, and pictures will be taken to assist with any design.

Establish Primary Horizontal Control within the project limits such that the survey base line(s) can be reestablished during construction. The Horizontal Datum will be the Lake County Zone of the Indiana Geospatial Coordinate System (INGCS).

Establish Primary Horizontal Control within the project limits such that the survey base line(s) can be reestablished during construction. The Horizontal Datum will be the Lake County Zone of the Indiana Geospatial Coordinate System (InGCS).

Prepare and record a Location Control Route Survey Plat depicting existing alignments and right-of-way. Property lines and owner information for adjoining properties will be shown but not dimensioned.

Plot right-of-way and property lines based on observed physical evidence and record documents acquired from local government agencies.

Deliverables

- Electronic files (dwg) of the topographic survey and point file shall be provided.
- Signed Location Control Route Survey in .pdf format.
- Survey Book in .pdf format.

Project Administration:

The proposed CONSULTANT Project Manager and key personnel will meet with LPA officials and refine project concepts, time schedules, deliverables, budgets and project approach in general. Once the schedule is identified, the required activities will be executed through proper coordination and communication.

- Stage
- Preliminary Field Check

An in-person or virtual progress meeting will be conducted with the LPA upon the completion of each submittal.

CONSULTANT shall prepare a progress report and submit to the LPA on a monthly basis. The progress report shall identify completed tasks, upcoming tasks, required LPA decisions, budget status, etc. CONSULTANT shall also be available for additional in-person or virtual meetings as necessary throughout the duration of the project.

Sidewalk Design:

Work will include placement of sidewalks, ADA ramps, concrete curb & gutter, modification to any impacted drainage structure, isolated retaining walls, and all incidental items that accompany this work.

CONSULTANT shall complete tasks necessary for the preparation of construction plans of proposed improvements. CONSULTANT shall use design standards and specifications as required by Town of Cedar Lake's LPA Design Certification, the Indiana Department of Transportation (INDOT), American Association of State Highway and Transportation Officials (AASHTO), and the Manual on Uniform Traffic Control Devices (MUTCD).

- Conduct preliminary engineering, including development of alignments and cross-sections to analyze
 location of sidewalk along north side of Lake Shore Dr from east of Cline Ave. to proposed HAWK
 controlled crossing east of 131st Pl, then along the south/west side to Constitution Ave.
- Conduct preliminary engineering and analysis to determine retaining wall requirements.
- Conduct preliminary engineering and analysis to determine drainage requirements.
- Outline preliminary construction costs, right of way needs, environmental permitting requirements, utility impacts, preliminary drainage design, and preferred sidewalk alignment and construction phasing.

CONSULTANT shall develop all roadway plans for the following submissions:

• Stage 1 & Preliminary Field Check (Town of Cedar Lake Only)

Hawk Design:

CONSULTANT will design HAWK pedestrian signals along the route at the following locations:

- About 50' south of W. 131st Pl.
- About 250' east of Cedar Lake Chamber of Commerce

Utility Coordination:

CONSULTANT will coordinate with utilities in accordance with the following tasks from Indiana Administrative Code (IAC) 105 Article 13: Utility Facility Relocations on Construction Contracts.

- Initial Notice of proposed improvement project
- Verification of existing utilities
- Work Plan development
- Relocation notification

Initial Notice will contain:

- Geographical limits of project and general description of work to be done.
- Anticipated Construction date
- CONSULTANT Utility Coordinator contact information

Verification of Existing Utilities will comprise of:

- Reviewing the accuracy of the field survey plan as to the location of existing facilities with utility.
- Acquire available depth information of underground facilities from utility.
- Revisions to plan depicting existing conditions based on direction from utilities.

Environmental:

Objective

The objective of this task is to perform an environmental analysis to comply with the National Environmental Policy Act as implemented by INDOT and the Federal Highway Administration. The work will be accomplished following the appropriate sections of the INDOT *Procedural Manual for Preparing Environmental Documents* and the *Categorical Exclusion Manual*. It is anticipated that this project will require the completion of Level 2 Categorical Exclusion (CE-2) document.

Deliverables

The deliverable for this task is one completed and approved Red Flag Investigation.

Activities

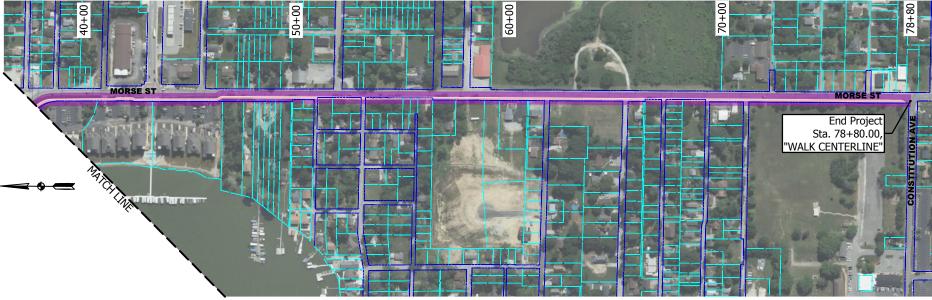
As directed by the appropriate INDOT manuals mentioned under Objective and through coordination with INDOT LaPorte District environmental staff, the activities for completion of the Red Flag Investigation will include the following:

- Prepare a Red Flag Investigation (memo and maps) based on current INDOT Red Flag Investigation template.
- Perform a field visit of the project site to document existing conditions, take representative project area photographs, and verify results of the Red Flag Investigation.
- Submit Red Flag Investigation to INDOT for approval.

Environmental Documentation Scope Exclusions

The following items are specifically not included in this scope of work:

- Preparation of MPPA request
- Preparation of Early Coordination Packages
- Preparation of Waters of the US Report
- Preparation of USFWS IPac coordination
- Preparation of Environmental Justice Study
- Environmental Document preparation
- Full Section 106 involvement or coordination
- Archaeological records check, field reconnaissance, or reporting
- Historic property records check, field investigation or reporting
- Involvement in or attendance of public information meeting(s) or hearing
- Hazardous materials investigations or site assessments
- Endangered species surveys or formal Section 7 consultation
- Karst study
- Noise analysis or study
- Section 6(f) documentation or study
- Section 4(f) documentation or analysis
- Mitigation for any environmental impacts





LEGEND:

APPROXIMATE RIGHT OF WAY LINE
APPROXIMATE PROPERTY LINE
APPROXIMATE SURVEY LIMITS
PROPOSED SIDEWALK

Proposed survey limits shown measure approximately 7,880 lineal feet. Survey limits extend 25' outside of proposed sidewalk in all areas as shown. In locations where existing buildings are within the 25' survey limits, the survey will stop at the face of the building instead of extending the entire 25' length.

All Right of Way and Property lines shown are approximate and will need to be verified and adjusted upon completion of survey.

Topography shown via aerial imagery is approximate. Exact locations of existing site features as well as their position relative to existing right of way will need to be adjusted upon completion of topographic survey.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

- 1. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
- 2. Standard Specifications and standard drawings applicable to the project
- 4. All written views pertinent to the location and environmental studies that are received by INDOT
- 7. Available data from the transportation planning process
- 8. Utility plans available to INDOT covering utility facilities govern the location of signals and underground conduits throughout the affected areas
- 9. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract

APPENDIX "C"

SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

Stage 1

September 1, 2023

This schedule is based on the programmed letting date. If any items can be advanced, that will be discussed with INDOT and the LPA.

APPENDIX "D"

The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed unless an amendment is executed by the parties which increases the maximum amount.

The CONSULTANT shall be paid for engineering services performed per the schedule of values below:

LUMP SUM ITEMS	Stage 1 & PFC Cost		
Topographic Survey Data Collection		\$105,450	
- Survey - VS Engineering	\$59,700		
- Topo - Quigg Engineering - DBE	\$45,750		
Design		\$79,500	
- Project Administration	\$9,700		
- Roadway Design	\$61,900		
- Hawk Design	\$7,900		
Utility Coordination Services		\$8,300	
Environmental Services		\$5,600	
SUB-TOTAL		\$198,850	

TOTAL	\$198,850
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LPA will pay the CONSULTANT for the actual hours of work performed by essential personnel exclusively on this contract. The hourly billing rate schedule is shown below. LPA and INDOT will consider Rate adjustments annually, during the calendar year following the date of this contract. The standard adjustment, if not altered by INDOT, will be the 12-month percent change, as of December 31, 20XX, as compared to December 31, 20XX-1 in the Employment Cost Index (ECI) and will be applicable on July 1st of each year. A negative percentage change will result in an equal decrease in the Rate, if not altered by INDOT. INDOT reserves the right, annually as described herein, and after consideration of other relevant economic and financial factors to make fair and reasonable Rate

adjustments differing from the ECI when considered to be in the best interest of the State of Indiana.

Employment Cost Index is defined as the "Employment Cost Index, Wages and Salaries (not seasonally adjusted), for private industry workers, professional, scientific and technical services", as issued each December by the U.S. Department of Labor, Bureau of Labor Statistics, Base = December 2005 = 100.

VS Engineering, Inc – 2022 Hourly Rates

Employee Classification	Billing Rate
CADD Technician I	\$52.51
CADD Technician II	\$78.61
CADD Technician III	\$93.64
Engineer I	\$82.26
Engineer II	\$105.23
Engineer III	\$124.86
Project Supervisor I	\$87.07
Project Supervisor I - O.T.	\$103.22
Project Supervisor II	\$98.12
Project Supervisor II - O.T.	\$116.32
Project Inspector I	\$72.96
Project Inspector I - O.T.	\$86.49
Project Inspector II	\$82.92
Project Inspector II - O.T.	\$98.30
Project Manager I	\$146.04
Project Manager II	\$185.00
Project Scientist I	\$69.45
Project Scientist II	\$96.74
Project Surveyor I	\$107.28
Project Surveyor II	\$147.50
Right-of-Way Technician I	\$58.05
Right-of-Way Technician II	\$95.71
Survey Party Chief	\$89.83
Survey Technician I	\$64.20
Survey Technician II	\$80.62
Utility Coordinator	\$85.46

HOURS AND FEE JUSTIFICATION

October 7, 2022

Lake Shore Sidewalks

PROJECT ADMINSTRATION			ESTIMATED 1	ГІМЕ			Sub Firm		
Work Tasks	PM II	PM I	ENG III	ENG II	ENG I	Total Hours	Fee	Fee	Total Fee
	\$185.44	\$145.38	\$133.68	\$106.44	\$83.89				
PROJECT ADMINISTRATION	F	ISCAL YEAR	2023						\$9,721.77
Conduct Project Kick-Off Meeting	1	3	4	4	1	13	\$ -	\$1,665.96	
Prepare Monthly Progress Reports	0	8	0	16	0	24	\$ -	\$2,866.06	
Conduct Submittal Review Meetings	2	2	2	4	4	14	\$ -	\$1,690.30	
Conduct In-Person Coordination Meetings With Stakeholders	0	4	0	8	8	20	\$ -	\$2,104.11	
Conduct Coordination Meetings With Client	0	5	5	0	0	10	\$ -	\$1,395.33	
Total Hours	3	22	11	32	13	81			
Average Weighted Hourly Rate	\$185.44	\$145.38	\$133.68	\$106.44	\$83.89				
Total Salary Cost	\$556.32	\$3,198.40	\$1,470.53	\$3,406.01	\$1,090.51		\$0.00	\$9,721.77	\$9,721.77
DIRECT COST									\$27.20
TOTAL									\$9,700.00

DIRECT COSTS	UNIT COST	QUANTITY	Cost	
Travel Mileage	\$0.68	40	\$	27.20
Lodging (Per Person / Day)	\$90.00	0	\$	-
Per Diem (Per Person / Day) LiDAR Collection	\$26.00	0	\$	-
Reproductions/Copies/Materials/Postage	LS	0	\$	-
		TOTAL	\$	27.20

WEIGHTED HOURLY RATE COMPUTATIONS								
RATE FISCAL YEAR	HOURS PER FISCAL YEAR							
2022	0 0 0				0			
2023	3	22	11	32	13			
2024	0	0	0	0	0			
Subtotal	3	22	11	32	13			
WEIGHTED HOURLY RATE PER CLASSIFICATION	\$185.44	\$145.38	\$133.68	\$106.44	\$83.89			



HOURS AND FEE JUSTIFICATION

ROJECT: Lake Shore Sidewalks

SURVEY		ESTIMATED	TIME		Cub Eirm		
Work Tasks	Project Surveyor II	Party Chief	Survey Tech II	Total Hours	Fee Fee	Subtotal Fee	Total Fee
	\$156.59	\$107.95	\$99.80				
Research		FISCAL YEAR	2023				\$8,624.95
Auditor / Assessor Maps		0	1	7	\$ -	\$970.39	
Subdivision Plats		0	16	16	\$ -	\$1,507.36	
Owners Names and Addresses		0	12	12	\$	\$1,130.52	
Mailings	6	0	4	4	\$ -	\$376.84	
Deeds	O	0	38	38	\$ -	\$3,579.98	
Section Corner Ties		1	2	3	\$ -	\$290.48	
Plans		0	2	2	\$ -	\$188.42	
Surveys		2	4	6	\$ -	\$580.96	
Subtotal Hours	6	3	79	88			
Subtotal Labor	\$ 939.52	\$ 323.84	\$ 7,884.28		\$ -	\$ 9,147.64	
Vertical Control		FISCAL YEAR	2023				\$7,357.78
Benchmark Recon & Set TBMs	1	4	4	9	\$ -	\$931.11	
Bench Level Circuit	1	32	32	65	\$ -	\$6,426.67	
Subtotal Hours	2	36	36	74			
Subtotal Labor	\$ 313.17	\$ 3,886.09	\$ 3,592.84		\$ -	\$ 7,792.10	
Horizontal Control		FISCAL YEAR	2024				\$9,904.60
Main Line Traverse		14	14	34	\$ -	\$3,623.96	
Section Corner & Alignment Recon	6	8	8	16	\$ -	\$1,570.16	
Property Corner Reconnaissance		24	24	48	\$ -	\$4,710.48	
Subtotal Hours	6	46	46	98			
Subtotal Labor	\$ 939.52	\$ 4,965.56	\$ 4,590.85		\$ -	\$ 10,495.92	

Route Survey & Field Book Preparation		FISCAL YEAR	2024				\$25,455.86
Alignment Calculation	36	0	8	44	\$ -	\$6,010.76	
Property Line Determination	30	0	42	42	\$ -	\$3,956.82	
LiDAR Extraction		0	0	4	\$ -	\$584.12	
Topography (CAD Drawing)	4	0	4	4	\$ -	\$376.84	
SUE Processing	0	0	0	0	\$ -	\$0.00	
Set & Reference aligment & TBM Descriptions	2	16	16	34	\$ -	\$3,432.38	
Field Check	0	2	2	4	\$ -	\$392.54	
Route Survey	20	0	48	68	\$ -	\$7,442.68	
As-needed Tasks	0	0	0	0	\$ -	\$0.00	
Field Book	12	0	16	28	\$ -	\$3,259.72	
Subtotal Hours	74	18	136	228			
Subtotal Labor	\$ 11,587.35	\$ 1,943.04	\$ 13,572.94		\$ -	\$ 27,103.34	
Travel		FISCAL YEAR	2023				\$3,925.40
Travel Time	0	20	20	40	\$ -	\$3,925.40	
Subtotal Hours	0	20	20	40			
Subtotal Labor	\$ -	\$ 2,158.94	\$ 1,996.02		\$ -	\$ 4,154.96	
Total Hours	88	123	317	528			
Average Weighted Hourly Rate	\$146.03	\$102.06	\$94.21				
Total Salary Cost	\$12,850.64	\$12,553.38	\$29,864.57		\$0.00	\$55,268.59	\$55,268.59
DIRECT SALARY COST							\$4,496.00
TOTAL							\$ 59,700

DIRECT COSTS	UNIT COST	QUANTITY	Cost	
Travel Mileage	\$0.41	1400	\$	574.00
Lodging (Per Person / Day)	\$90.00	26	\$	2,340.00
Per Diem (Per Person / Day)	\$26.00	32	\$	832.00
Other Expenses (Ex. Reproductions/Copies/Materials/Postage)	LS	1	\$	750.00
		TOTAL	\$	4,496.00

WEIGHTED HOURLY RATE COMPUTATIONS								
RATE FISCAL YEAR	HOURS PER FISCAL YEAR							
2022	2 0 0 0							
2023	7	55	131					
2024	80	64	182					
Subtotal	87	119	313					
WEIGHTED HOURLY RATE PER CLASSIFICATION	1 XIDD DY	\$107.95	\$99.80					

HOURS AND FEE JUSTIFICATION October 7, 2022

Lake Shore Sidewalks

ROADWAY DESIGN		Cedai Lake	EC	TIMATED TIM	IE.					
ROADWAT DESIGN				TIMATED TIME				Sub Firm	Subtotal Fee	Total Fee
Work Tasks	PM II	ENG III	ENG II	ENG I	CADD TECH	CAD TECH I	Total Hours	Fee	Subtotal Fee	Total Fee
	\$185.44	\$133.68	\$106.44	\$83.89	\$79.16	\$51.40				
PRELIMINARY PLOTTING		FISCAL YEAR	2023							\$ 907.38
Plan, Coordinate, Monitor, and Document	1	3	0	0	0	0				
Preliminary Plotting Activities	•		·	-		_	4		\$ 586.49	
Verify Topographic Survey Data	0	0	1	1	1	1	4		\$ 320.89	
Subtotal Hours	1	3	1	1	1	1	8			
Subtotal Labor		\$401.05	\$106.44	\$83.89	\$79.16	\$51.40			\$721.94	
GRADE PLANS (STAGE 1 - 30%)		FISCAL YEAR	2023							\$ 51,373.57
Plan, Coordinate, Monitor and Document	3	5	5	0	0	0				
Preliminary Plan Preparation Activities	3	3	3	0	0	0	13		\$ 1,756.93	
Prepare for and Attend Project Coordination	2	1	2	1	1	1			m 004.00	
Meeting w/ Design Team							8		\$ 931.89	
Perform ADA Compliance Check and Identify Potential Locations of Technical Infeasibility	0	1	2	4	0	0	7		\$ 682.10	
Prepare Title Sheet, Index, General Notes,							,		\$ 002.10	
Utility Information	0	0	2	1	1	1	5		\$ 427.33	
Prepare Preliminary Typical Cross Sections	0	1	2	3	4	5	15		\$ 1,171.87	
Initial Layout of Horizontal Aligments	5	5	15	25	10	5	65		\$ 6,337.96	
Preliminary Plan and Profile Sheets, Including						-			ψ 0,001.00	
Grade, Utilities, Geometrics and Prop. R/W	0	5	15	20	26	35	101		\$ 7,799.97	
Prepare Preliminary Cross Sections, Including,	0	-	45	00	00	0.5				
Drives and all Approaches	0	5	15	20	26	35	101		\$ 7,799.97	
Prepare Preliminary Quantities and Cost	0	2	5	10	10	5				
Estimate Consisting of Major Pay Items			J	-	10		32		\$ 2,687.05	
Prepare Required Forms and Certifications	0	0	1	2	1	0	4		\$ 353.37	
Prepare Preliminary Plat No. 1 Sheet	0	0	2	5	10	15	32		\$ 2,194.95	
Prepare Retaining Wall Design	0	5	15	25	30	0	75		\$ 6,737.03	
Prepare Preliminary ADA Curb Ramp Details	0	3	5	10	20	25	63		\$ 4,640.38	
Prepare Preliminary Construction Details	0	3	5	10	15	3	36		\$ 3,113.75	
Prepare Preliminary Maintenance of Vehicular	0	5	5	10	10	5				
and Pedestrian Traffic Plans	· · · · · · · · · · · · · · · · · · ·	Ů	ŭ	10	10	ŭ	35		\$ 3,088.11	
Perform Internal QA/QC of Preliminary Plans	4	2	2	2	2	2				
and Submit to Client	•	-	-	-		_	14		\$ 1,650.90	
Submit Stage 1 Plans and Documentation to	0	1	2	1	0	0			400 :-	
INDOT or LPA Subtotal Hours	-					-	4		\$ 430.45	
	14	44	100	149	166	137	610			
Subtotal Labor	\$2,596.14	\$5,882.14	\$10,643.78	\$12,498.95	\$13,141.13	\$7,041.88			\$51,804.01	

PRELIMINARY FIELD CHECK		FISCAL YEAR	2023						\$ 9,611.15
Respond to Stage 1 Comments as Required	1	2	3	4	3	4	17	\$ 1,550.76	
Perform Internal QA/QC of PFC Plans and Documentation	5	4	4	4	4	4	25	\$ 2,745.48	
Prepare for PFC	1	2	3	5	6	6	23	\$ 1,974.93	
Attend Preliminary Field Check	4	2	0	0	4	0	10	\$ 1,325.78	
Respond to PFC Comments as Required	1	2	6	6	4	2	21	\$ 2,014.20	
Subtotal Hours	12	12	16	19	21	16	96		
Subtotal Labor	\$2,225.26	\$1,604.22	\$1,703.00	\$1,593.83	\$1,662.43	\$822.41		\$9,611.15	
DIRECT COST									\$54.40

DIRECT COSTS	UNIT COST	QUANTITY	Cost	
Travel Mileage	\$0.68	80	\$	54.40
Lodging (Per Person / Day)	\$90.00	0	\$	-
Per Diem (Per Person / Day) LiDAR Collection	\$26.00	0	\$	-
Reproductions/Copies/Materials/Postage	LS	0	\$	-
	•	TOTAL	\$	54.40

WEIGHTED HOURLY RATE COMPUTATIONS									
RATE FISCAL YEAR		HOURS PER FISCAL YEAR							
2022	0	0 0 0 0 0							
2023	27 59 117 169 188 15								
2024	0	0	0	0	0	0			
Subtotal	27 59 117 169 188 154								
WEIGHTED HOURLY RATE PER CLASSIFICATION	\$185 <u>44</u>	\$133.68	\$106.44	\$83.89	\$79.16	\$51.40			

ENGINEERING

HOURS AND FEE JUSTIFICATION

PROJECT:

Lake Shore Sidewalks

HAWK DESIGN	ESTIMA	TED TIME					Sub I IIIII	Subtotal Fee	Total Fee
Work Tasks	PM I	ENG III	ENG II	ENG I	CADD TECH II	Total Hours			
	\$145.38	\$133.68	\$106.44	\$83.89	\$79.16				
HAWK DESIGN	FISCAL YEAR	2023							\$7,898.70
Plan, Coordination and Monitor Traffic Hawk Design Activities	2	2	0	0	0	4	\$ -	\$558.13	
Layout Preliminary HAWK signal and Crosswalk (2)	2	4	8	4	4	22	\$ -	\$2,329.20	
Preliminary Quantities and Cost Estimate	0	8	8	6	8	30	\$ -	\$3,057.60	
Perform Internal QA/QC	2	8	4	2		16	\$ -	\$1,953.77	
Total Hours	6	22	20	12	12	72			
Average Weighted Hourly Rate	\$145.38	\$133.68	\$106.44	\$83.89	\$79.16				
Total Salary Cost	\$872.29	\$2,941.07	\$2,128.76	\$1,006.63	\$949.96		\$0.00	\$7,898.70	\$7,898.70
DIRECT COST									\$0.00
TOTAL									\$7,900.00

DIRECT COSTS	UNIT COST	QUANTITY	Cost	
Travel Mileage	\$0.68	0	\$ -	
Lodging (Per Person / Day)	\$90.00	0	\$ -	
Per Diem (Per Person / Day) LiDAR Collection	\$26.00	0	\$ -	
Reproductions/Copies/Materials/Postage	LS	0	\$ -	
		TOTAL	\$ -	

WEIGHTED HOURLY RATE COMPUTATIONS							
RATE FISCAL YEAR	HOURS PER	R FISCAL YEAR	•				
2022	0	0	0	0	0		
2023	4	14	16	10	12		
2024	0	0	0	0	0		
Subtotal	4	14	16	10	12		
WEIGHTED HOURLY RATE PER CLASSIFICATION	\$145 KX	\$133.68	\$106.44	\$83.89	\$79.16		



HOURS AND FEE JUSTIFICATION

Lake Shore Sidewalks

Cedar Lake

	0.	dai Lake							
UTILITY COORDINATION			ESTIM.	ATED TIME			Sub Firm	Subtotal	
Work Tasks	PM I	ENG III	ENG II	Utility Coordinato	CADD TECH II	Total Hours	Fee	Fee	Total Fee
	\$145.38	\$0.00	\$0.00	\$91.59	\$79.16				
Initial Notice:	FIS	SCAL YEAR	2023						\$ 1,610.87
Research/network utilities to confirm Utility Contacts	1	0	0	2	0	3		\$ 328.57	
Generate and send Initial Notice letters	0	0	0	3	0	3		\$ 274.78	
INDOT UC Management	0	0	0	6	0	6		\$ 549.56	
Prepare and Attend Preliminary Field Check (PFC)	0	0	0	5	0	5		\$ 457.96	
Subtotal Hours	1	0	0	16	0	17			
Subtotal Labor	\$145.38	\$0.00	\$0.00	\$1,465.49	\$0.00			\$1,610.87	
Verification of Existing Utilities:	FIS	SCAL YEAR	2023						\$ 6,744.44
Review accuracty of field survey	2	0	0	6	0	8		\$ 840.32	
Coordinate with utilities on their existing facitlity information	0	0	0	2	0	2		\$ 183.19	
Revise plans to reflect information provided by utilities	2	0	0	20	20	42		\$ 3,705.89	
INDOT UC Management	0	0	0	16	0	16		\$ 1,465.49	
Summary of Utility reimbursement	0	0	0	6	0	6		\$ 549.56	
Subtotal Hours	4	0	_		20	74			
Subtotal Labor	\$581.53	\$0.00	\$0.00	\$4,579.65	\$1,583.27			\$6,744.44	
Total Hours	5	0	0	66	20	91			
Average Weighted Hourly Rate	\$145.38	\$0.00	\$0.00	\$91.59	\$79.16				
Fotal Salary Cost	\$726.91	\$0.00	\$0.00	\$6,045.13	\$1,583.27		\$0.00	\$8,355.31	\$ 8,355.3
DIRECT COST									2
TOTAL									\$ 8,300

DIRECT COSTS	UNIT COST	QUANTITY	Cos	t
Travel Mileage	\$0.68	40	\$	27.20
Lodging (Per Person / Day)	\$90.00	0	\$	-
Per Diem (Per Person / Day)	\$26.00	0	\$	-
Other Expenses (Ex. Reproductions/Copies/Materials/Postage)	LS	\$ -	\$	-
		TOTAL	\$	27.20

WEIGHTED HOURLY RATE COMPUTATIONS							
RATE FISCAL YEAR		HOU	RS PER FIS	CAL YEAR			
2022	0	0	0	0	0		
2023	5	0	0	66	20		
2024	0	0	0	0	0		
2025	0	0	0	0	0		
2026	0	0	0	0	0		
2027	0	0	0	0	0		
Subtotal	5	0	0	66	20		
WEIGHTED HOURLY RATE PER CLASSIFICATION	\$145.38	\$0.00	\$0.00	\$91.59	\$79.16		

PROJECT:

HOURS AND FEE JUSTIFICATION

Lake Shore Sidewalks

Cedar Lake

Environmental Documentation (Red Flag Investigation)		ESTIMATED	Subtotal Fee	Total Fee		
Work Tasks	PM I	Project Scientist II	Project Scientist I	Total Hours		
	\$140.20	\$81.78	\$69.69			
Environmental Documentation (Red Flag Investigation)	Fiscal Year	2023				\$ 5,514.23
Gather background data, prepare project graphics	1	8	8	17	\$ 1,351.96	
P&N Statement, alternative description	1	1	1	3	\$ 291.67	
Prepare RFI	4	16	16	36	\$ 2,984.32	
Field visit for photographs and RFI verification	1	2	2	5	\$ 443.14	
Submit RFI for INDOT approval	1	2	2	5	\$ 443.14	
Total Hours	8	29	29		66	
Average Weighted Hourly Rate	\$140.20	\$81.78	\$69.69			
Total Salary Cost	\$1,121.60	\$2,371.62	\$2,021.01		\$5,514.23	\$5,514.23
Direct Cost (See below)					•	\$116.00
Total						\$5,600.00

DIRECT COSTS UNIT COST QUANTITY COST Travel Mileage \$0.58/mile 200 \$ 116.00 \$90/person Lodging (Per Person / Day) \$ Per Diem (Per Person / Day) \$ \$26/person GPS Rental 500.00 0 \$ TOTAL \$ 116.00

WEIGHTED HOURLY RATE COMPUTATIONS							
RATE FISCAL YEAR	<u>HOL</u>	JRS PER FISCAL	YEAR				
2022	0	0	0				
2023	2023 8 29 29						
2024	0	0	0				
Subtotal 8 29 29							
WEIGHTED HOURLY RATE PER CLASSIFICATION \$145.38 \$83.91 \$72.27							

TOWN OF CEDAR LAKE

Office of the Town Manager

7408 Constitution Ave – PO Box 707 – Cedar Lake, IN 46303 Tel (219) 374-7400



Date: February 7, 2023

RE: Request for Federal Authorization (FMIS) and Project End Date (PED)

Dear INDOT:

Please request FMIS for the phase and funds listed below. We have verified all required contracts have been executed, and funds have been amended to the State Transportation Improvement Plan (STIP), and if required the respective Transportation Improvement Plan (TIP). Our LPA understands FMIS will not be processed until INDOT has received this request, that INDOT will only request the funds indicated below, and that the Project End Date listed will be used for the phase specified below.

Our LPA understands it can take four (4) weeks to process FMIS, and to receive a Notice to Proceed (NTP) and PO from INDOT. Our LPA further understands that until the NTP is received, any expenses incurred prior to the receipt of NTP are not reimbursable Federal funds, and therefore our LPA would be responsible for payment of these expenses. Finally, our LPA understands this project must be ready to move forward and incur cost within six (6) months of NTP. If costs are not incurred within six (6) months of NTP, federal funds will be subject to lapse and removed from project.

Please request FMIS for the following project:

DES#	2101110	LPA	Cedar Lake
Phase Requesting	PE	Funds Requesting	\$110,000
FY of Funds	2023	Project End Date	9/28/2027
Letting Date	3/12/2025	PED day must be the <u>28th of the month & year</u> , i.e., 4/28/2027, 11/28/2029.	
Description:	Sidewalks on East Lake Shore Drive		
Notes:			

LPA, Employee in Responsible Charge	Date
This project is funded by a Metropolitan Planning Organiza have been reviewed and concurred by the MPO per the sign	· _ · _ ·
MPO Concurrence	Date
Sincerely,	