



TOWN COUNCIL PUBLIC MEETING AGENDA

February 21, 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
___ Colleen Schieben, Ward 5

___ John Foreman, At Large, Vice-President
___ Richard Sharpe, At Large, President
___ Jennifer Sandberg, Clerk-Treasurer
___ Chris Salatas, Town Manager
___ David Austgen, Town Attorney

OATH OF OFFICE: Chief Bill Fisher, Sabrina Stolarz

PUBLIC COMMENT (*on agenda items*):

CONSENT AGENDA:

1. **Minutes:** February 7, 2023
2. **Claims:** All Town Funds: \$1,256,473.80; Wastewater Operating: \$286,795.40; Water Utility: \$119,455.62; Storm Water: \$8,059.94; Payroll: Date(s) - \$247,442.60 and January Remittances \$196,297.16
3. **Manual Journal Entries:** January 1, 2022 - January 31, 2022
4. **Donations:** Donation in kind of new office furniture, \$2950, anonymous donor; **Dare donations:** **\$100:** Austgen Kuiper Jasaitis PC, Christopher B Burke Engineering; Sheehy Well and Pump Co. Inc.; **\$250:** Action Plumbing Inc., American Legion Post 261, Aron Schuhrke – State Farm, Cedar Lake Lions Club, Illiana Heating and Air Conditioning, Indiana Grocery Group LLC, Nagy's, NIES Engineering Inc, Olthof Homes LLC, Phil & Sons Inc, Pine Crest, St John Paving, Stan's Towing, Sterling Machine Co Inc., Tech Credit Union; **\$500:** Diamond Peak Homes; Fraternal Order of Eagles; **\$550:** Kubal Rentals.

ORDINANCES & RESOLUTIONS:

1. **Ordinance No. 1437** – Annexation Ordinance: Cedar Lake Flume Parcel (Introductory Reading)
2. **Ordinance No. 1449** - an Ordinance to Create Job Descriptions:
 - a. Full-Time Parks and Recreation Superintendent
 - b. Full-Time Parks Crew Worker
3. **Ordinance No. 1435** – Harvest Creek Rezone from Agricultural to a residential PUD (Received a favorable recommendation from the Plan Commission on 2/15/2023)

BZA/PLAN COMMISSION

1. Conversion of a Performance Letter of Credit to a Maintenance Letter of Credit for Centennial Estates Subdivision **in the amount of \$107,235.11**
2. Variance of Use Approval and acceptance of the Use Commitment for BZA Petition 2022-52, Kendra Kracht, for Region Rage at 12841 Wicker

NEW BUSINESS:

1. Police Department Reimbursement Agreement with Sabrina Stolarz
2. Sewer Elimination Agreement for 8217 Lake Shore Drive

3. Sewer Elimination Agreement for 7805 W 127th Avenue
4. 2023 Farmers Market Agreement
5. Acceptance of ULAO Counter-Offer for a portion of the Kregel property
6. Consider approving a \$5000 donation to Rebuilding Together
7. Appointment of Elected Official to Shared Ethics Committee
8. Approval to purchase salt from Schererville

REPORTS:

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

WRITTEN COMMUNICATION:

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

PUBLIC COMMENT:

ADJOURNMENT:

PRESS SESSION:

NEXT MEETING: Tuesday, March 7, 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.

February 21, 2023

ALL TOWN FUNDS	\$1,256,473.80
----------------	----------------

WASTEWATER OPERATING	\$286,795.40
----------------------	--------------

WATER UTILITY	\$119,455.62
---------------	--------------

STORM WATER	\$8,059.94
-------------	------------

PAYROLL 2/16/23	\$247,442.60
-----------------	--------------

JANUARY REMITTANCES	\$196,297.16
---------------------	--------------

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO.: 1449

AN ORDINANCE AMENDING TOWN ORDINANCE NO. 1064, BEING: “AN ORDINANCE ESTABLISHING JOB EMPLOYMENT DESCRIPTIONS FOR THE TOWN OF CEDAR LAKE, REPEALING ALL ORDINANCES AND TOWN CODE SECTIONS, OR PORTIONS THEREOF, IN CONFLICT HEREWITH; AND ALL MATTERS RELATED HERETO”, CREATING A FULL-TIME PARKS AND RECREATION SUPERINTENDENT AND A FULL-TIME FOR THE TOWN, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter the “Town Council”), has previously adopted its Ordinance No. 1064 on October 20, 2009, establishing a Job/Employment Description for the Town of Cedar Lake; and

WHEREAS, the Town Council has reviewed growth and staffing needs for the Town, specifically a position of a Full-Time Parks and Recreation Superintendent and a Full-Time Parks Crew Worker; and

WHEREAS, the Town Council has determined, after such review, that the need to add a Full-Time Parks and Recreation Superintendent and a Full-Time Parks Crew Worker exists; and

WHEREAS, the Town Council, upon its review, has determined it appropriate, advisable, and in the best interests of the residents of the Town, that the Full-Time Parks and Recreation Superintendent employment position job description of the Town and a Full-Time Parks Crew Worker employment position job description of the Town should be created; and

WHEREAS, the Town Council has now determined it appropriate and advisable to add the aforementioned Job Descriptions for the employees of Town for the benefit of the citizens and residents of the Town of Cedar Lake.

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

SECTION ONE: That the Job Description for a Full-Time Parks and Recreation Superintendent, attached to this Amendatory Ordinance as Exhibit “A” and the Job Description for a Full-Time Parks Crew Worker, attached to this Amendatory Ordinance as Exhibit “B”, are hereby adopted and approved.

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

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

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

**ALL OF WHICH IS PASSED AND ADOPTED THIS 21st DAY OF FEBRUARY 2023, BY
THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.**

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

Richard Sharpe, President

John Foreman, Vice-President

Robert H. Carnahan, Member

Julie Rivera, Member

Nicholas Recupito, Member

Colleen Schieben, Member

Ralph Miller, Member

ATTEST:

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

EXHIBIT A
TOWN OF CEDAR LAKE
POSITION DESCRIPTION
PARKS & RECREATION SUPERINTENDENT

CLASS TITLE: Parks and Recreation Superintendent [Salary Exempt Employee]
DEPARTMENT: Department of Parks and Recreation
DIVISION: Parks and Recreation

GENERAL PURPOSE

Performs a variety of complex professional and administrative work in planning, developing, scheduling, directing, and implementing year-round, a town-wide park system and recreational programs; provides leadership, direction, and general administrative oversight to the Parks and Recreation Department and Employees; and establishes and maintains community and public engagement and involvement.

SUPERVISION RECEIVED

Works under the guidance and direction of the Board of Parks and Recreation, "Park Board," and the direct supervision of the Town Manager.

SUPERVISION EXERCISED

Exercises administrative direction over the Department of Parks and Recreation, "Department". Employees of the Department, parks, open spaces, and recreational programming.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Proposes a plan for the operation of the Department annually for review by the Town Manager and approval by the Park Board, administers annual plans as approved, and prepares and presents an annual report to the Park Board.
2. Supervises the general administration of the Department; keeps the records of the Department; and preserves all papers and documents of the Department.
3. Recommends persons for appointment as assistants if the Park Board determines such a need exists; appoints employees, subject to the approval of the Park Board, according to standards and qualifications fixed by the Board without regard to political affiliation.
4. Provides leadership and direction in the development and implementation of short-range and long-range plans; gathers, interprets, and prepares data for studies, reports, and recommendations; coordinates department activities with other departments and agencies as needed. Reports findings and

**TOWN OF CEDAR LAKE
POSITION DESCRIPTION
PARKS & RECREATION SUPERINTENDENT**

recommendations to the Town Manager for review and the Park Board for approval.

5. Provides professional advice and makes presentations to the Park Board, Department Heads, Staff, other boards, and the general public.
6. Compiles, composes, prepares, and maintains a monthly report, goals and objectives, and other reports as needed for the Town Manager's review and the Park Board's approval. Collaborates with Town Manager and Staff to prepare the annual Parks and Recreation budget for the Park Board's review and the Town Council's approval.
7. Assists the Town Manager in the development of public policy and capital projects within the Parks and Recreation Department for approval by the Park Board.
8. Establishes and maintains relationships with all regulatory agencies associated with Parks and Recreation, including Indiana Department of Natural Resources and association conservation officers.
9. Prepares grant applications. Administers private, local, state, and federal grant programs to meet human service needs. Monitors grant payments and collections.
10. Manages departmental and interdepartmental correspondence and responds accordingly; addresses the public and civic organizations to provide information on policies-procedures and availability of facilities for public use; oversees all public relations and social media for parks, park facilities, recreational programs, and special events.
11. Organizes, directs, and supervises park and recreation programming to provide diverse and varied programs for a variety of interests and age groups. Reviews and implements changes or new programs to meet changing needs of the community.
12. Recruits, interviews, hires, evaluates, and dismisses recreational staff and non-professional employees with final approval from the Park Board. Recruits and retains volunteers; oversees all volunteer-based services.
13. Develop and implement policies, operational procedures, and standards to effectively manage daily operations, staff, and assure compliance with established policies and procedures; ensures assigned areas of responsibility are performed within budget; monitors revenues and expenditures in assigned areas to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.

**TOWN OF CEDAR LAKE
POSITION DESCRIPTION
PARKS & RECREATION SUPERINTENDENT**

14. Determines and communicates work procedures, official plans, policies, and procedures to staff, and expedites workflow through written and oral instruction; prepares work schedules; studies and standardizes procedures to improve efficiency and effectiveness of operations; assigns duties and examines work for exactness, neatness, and conformance to policies and procedures. Oversees reports created and maintained by Department Employees.
15. Ensures good communication between workers and citizens and resolves any grievances; performs or assists subordinates in performing duties; addresses and/or adjusts errors and complaints. Recognizes, evaluates, and responsively controls negative, rowdy, or potentially uncurious situations and channel energies into acceptable behavior.
16. Prepares cost estimates to plan and provide for improvements in the park facilities. Assists and advises the Town Manager on project construction and park improvement matters.
17. Supervises and manages the planning of new parks, playgrounds, and the necessary amenities for the proper construction and maintenance of the facilities.
18. Establishes and maintains frequent contact with co-workers; other departments; related local, county, and state departments; Public Officials, other recreational organizations, and the public to exchange and/or explain information; explain/interpret policies and procedures; coordinate program activities; and resolve problems related to parks and recreational programs.
19. Perform any other duties as assigned by the Park Board and/or Town Manager.

PERIPHERAL DUTIES

- ❑ Serves as a member of various town employee committees, as assigned.
- ❑ Attends Town Council meetings to make presentations or give reports when requested.
- ❑ Assists Staff in the performance of their duties as required.

DESIRED MINIMUM QUALIFICATIONS

- ❑ Education and Experience:
 - (a) Graduation from a college or university with a bachelor's degree in parks, recreational and leisure services, or related field;

**TOWN OF CEDAR LAKE
POSITION DESCRIPTION
PARKS & RECREATION SUPERINTENDENT**

- (b) Four (4) to six (6) years of related experience and/or training in parks and recreation programs; or equivalent combination of education and experience;
 - (c) Professional certification through the National Recreation and Park Association, Certified Parks and Recreation Professional (CPRP) or Certified Parks and Recreation Executive (CPRE) preferred;
 - (d) Should be a member of the Indiana Parks and Recreations Association in good standing, or the ability to become one.
- ❑ Necessary Knowledge, Skills, and Abilities:
- (a) Thorough knowledge of the principles and practices of modern parks and recreation programs; Thorough knowledge of equipment and facilities required in a comprehensive park and recreation program; Extensive knowledge of the principles and practices of programming and use of public buildings and park facilities; Considerable knowledge of community recreation needs and resources; Working knowledge of community recreation needs and resources; Working knowledge of the principles and practices of office management, work organization, and supervision.
 - (b) Skill in operation of listed tools and equipment.
 - (c) Ability to plan, organize, coordinate, and implement a comprehensive community park and recreation program; Ability to coordinate, analyze, and utilize a variety of reports and records; Ability to communicate effectively, verbally and in writing; Ability to establish and maintain effective working relationships with employees, supervisors, other agencies, and the public.

SPECIAL REQUIREMENTS

- ❑ Must be at least 21 years of age; possess a valid state driver's license or ability to obtain one; provide proof of employment eligibility; pass a background check and pre-employment drug screening test.
- ❑ Possess or obtain CPR and First Aid Certification within 6 months of hire.
- ❑ Ability to work nights and weekends for meetings, programs, and events, as needed.

TOOLS AND EQUIPMENT USED

Ability to use modern office equipment such as: Personal computer including word processing, spreadsheets, PowerPoint, Outlook and other software, copier,

**TOWN OF CEDAR LAKE
POSITION DESCRIPTION
PARKS & RECREATION SUPERINTENDENT**

telephone, fax machine, postage machine, radio, calculator, and Town-owned vehicles. In addition, the Parks Director may need to provide direct supervision and/or assist with maintenance or construction projects located in the town parks that requires the use of equipment. Ability to operate department vehicles and machinery.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, work occasionally will be physical in nature and require the ability to lift and/or carry up to fifty (50) pounds. The employee is frequently required to sit, stand, walk, bend, lift, and talk or hear. The employee occasionally may be required to use hands and fingers, handle, feel or operate objects, tools, or controls, and reach with hands and arms. The employee occasionally may be required to climb or balance; stoop, kneel, crouch, or crawl.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

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

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee occasionally may be exposed to wet and/or humid conditions, fumes, and potentially toxic or caustic chemicals.

The noise level in the work environment is usually quiet while in the office, or moderately noisy to noisy when in the field.

SELECTION GUIDELINES

- Formal application, rating of education and experience, oral interview and reference check, and job-related tests may be required.

**TOWN OF CEDAR LAKE
POSITION DESCRIPTION
PARKS & RECREATION SUPERINTENDENT**

- The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.
- The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approval: _____
Supervisor

Approval: _____
Appointing Authority

Effective Date:

Revision History:

EXHIBIT B

TOWN OF CEDAR LAKE POSITION DESCRIPTION PARKS CREW WORKER

CLASS TITLE: Parks Crew Worker [Non-Exempt Employee]
DEPARTMENT: Parks and Recreation
DIVISION: Parks

GENERAL PURPOSE

To perform maintenance and litter control for park grounds; and to perform specialized projects as assigned.

SUPERVISION RECEIVED

Works under the direction of Superintendent of Parks and Recreation, the Town Manager, and the Director of Operations, and reports directly to the Superintendent.

SUPERVISION EXERCISED

None

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Maintains cleanliness and appearance of assigned buildings, facilities, shelters, and grounds, including cleaning and sanitizing restrooms, replenishing supplies as needed, picking up litter, and emptying trash bins daily.
2. Prepares, inspects, and maintains shelters and prepares and stripes athletic fields and park areas for special events as needed. Keeps parking lots free of trash and debris. Arranges picnic tables, recreational equipment, and the like for events and activities.
3. Monitors and inspects playground equipment and other park assets; paint and stain buildings, signs, park tables, benches, and equipment. Cleans and repairs buildings, fences and other structures when needed. Reports and repairs instances of vandalism and notifies the Cedar Lake Police Department of said instances.
4. Operates various models of trucks and equipment, riding lawnmowers, hedge trimmers, weed eaters, chainsaws, and various gardening tools for maintaining, clearing, and cleaning the parks and open spaces, including pruning trees and shrubs, and removing fallen limbs, branches, leaves, and debris. Weeds areas inaccessible by power tools with hands. Uses hand and power tools to maintain

and repair park mowers and other light equipment. Operates and repair irrigation systems.

5. Assists in maintaining park roads, parks, parking lots. Operates a snowplow, shovels snow, and salts walkways in parks, open spaces, and other areas as may be assigned.
6. Hauls and spreads sand, woodchips, stone, fertilizers, weed killers, seed, and the like. Plants, fertilizes, and cares for trees, shrubs, grass, and flowers. Waters grass, plants, and flowers as needed.
7. Performs other duties as assigned.

PERIPHERAL DUTIES

Assists staff in the performance of their duties as required.

May be required to work at Town sponsored festivals, events, programs, trips, etc.

DESIRED MINIMUM QUALIFICATIONS

❑ Education and Experience:

- (a) High school diploma or GED.
- (b) Education and/or experience in recreational-related activities.
- (c) At least one (1) year experience in landscaping-related activities.
- (d) Must be 18 years of age or older.

❑ Necessary Knowledge and Abilities:

Working Knowledge of:

- (a) Landscaping, horticulture, mowing, and grounds keeping activities.
- (b) Underground irrigation and above ground sprinkler systems.
- (c) Athletic field and park maintenance practices.
- (d) Upkeep of facilities, grounds, and equipment maintenance, including use of and care for power tools.
- (e) Possess, or ability to obtain, and keep certifications in CPR and First Aid within six (6) months of the date of hire.

Ability to:

- (a) Read and understand basic operating and maintenance manuals, simple instructions and short memos. Ability to keep and maintain accurate written records and time sheets.
- (b) Effectively present information in one-on-one and small group situations to citizens and other Town employees.
- (c) Understand and apply basic mathematical principles.
- (d) Apply common sense understanding in carrying out detailed but uninvolved written oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.
- (e) Develop and maintain good working relationships with the general public and other employees.

SPECIAL REQUIREMENTS

Must have a valid state CDL driver's license or ability to obtain one.

TOOLS AND EQUIPMENT USED

Backhoe, tractor, mowing equipment, spreading equipment, trimming and pruning equipment, and other equipment commonly used in grounds keeping activities.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to participate in grounds maintenance activities, lifting, carrying and pushing/pulling objects weighing up to 50 lbs; walk, sit and talk or hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to one hundred (100) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet while in the office, or moderately noisy when in the field.

SELECTION GUIDELINES

- Formal application, rating of education and experience; oral interview and reference check; job-related tests may be required.
- The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.
- The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Employee's signature is an acknowledgment that they have read and understand this job description.

Printed Employee Name

Employee Signature

Superintendent

Operations Director

Effective Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

CERTIFICATION

TO: CEDAR LAKE TOWN COUNCIL MEMBERS
TOWN OF CEDAR LAKE,
LAKE COUNTY, INDIANA


Pursuant to the requirements of applicable law, the Plan Commission of the Town of Cedar Lake, Lake County, Indiana, by its duly designated representative, hereby CERTIFIES to the Cedar Lake Town Council the application of Owner, **Diamond Peak Group LLC**, and Petitioner, **Diamond Peak Group LLC**, for the **Zone Map Amendment** being sought from Zoning Ordinance No. 1402, from the current zoning of said property, Chapter 5 Agriculture (A) Zoning District Classification, to Chapter 9 Planned Unit Development (PUD) Zoning District Classification for the Property located in the vicinity of 9210 West 155th Avenue, Cedar Lake, Indiana 46303, Lake County, Indiana, and legally described as:

(Attached as Exhibit A hereto)

This Favorable Recommendation Certification is approved by a vote of 6 in favor and 0 against, upon motion duly made and seconded, at the conclusion of the public hearing on the application afore said in the public meeting held on February 15, 2023, upon the following terms and conditions, namely:

1. Conformance to and compliance with the approved Harvest Creak Planned Unit Development Agreement and Planned Unit Development Guidelines dated February 15, 2023, presented by the Owner and Petitioner for said project and Zoning application, copies of which are attached hereto and incorporated herein.
2. Compliance with all terms and conditions of Subdivision Plat Approval, including required plat conditions and engineering requirements.
3. Compliance with all conditions of the Plan Commission for its Favorable Recommendation Certification for the PUD Zoning District Classification applied for and set forth in the approved public meeting minutes of the Plan Commission in its November 16, 2022, January 18, 2023, and February 15, 2023, Public Meetings; the copies of said Plan Commission Public Meeting Minutes are attached hereto and incorporated herein, upon approval.
4. Compliance by the Owner/Petitioner with the rules, regulations, and requirements for Project Development in the Town of Cedar Lake, as well as all applicable Town Ordinances, as all are amended from time to time.
5. Payment by the Owner and Petitioner of all fees, costs, and charges incurred by the Town related to this Application/Petition for PUD Zone Map Amendment and Subdivision Plat Approval, including engineering, legal, and all related.

TOWN OF CEDAR LAKE,
LAKE COUNTY, INDIANA,
PLAN COMMISSION

By: 
John Kiepora, President

ATTEST:



Cheryl Hajduk, Recording Secretary

EXHIBIT A

Legal Description

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, EXCEPT THAT PART OF THE FOLLOWING DESCRIBED REAL ESTATE LYING WITHIN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, DESCRIBED AS FOLLOWS: A PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID TRACT A DISTANCE OF 1294 FEET EAST OF THE WEST LINE OF SAID TRACT; THENCE DUE NORTH PERPENDICULAR TO SAID SOUTH LINE A DISTANCE OF 90.0 FEET; THENCE NORTH 37 DEGREES 18 MINUTES 30 SECONDS EAST A DISTANCE OF 100.63 FEET; THENCE NORTH 86 DEGREES 9 MINUTES 30 SECONDS EAST A DISTANCE OF 59.14 FEET; THENCE DUE SOUTH A DISTANCE OF 174.0 FEET TO THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER; THENCE DUE WEST ALONG SAID SOUTH LINE A DISTANCE OF 120.0 FEET TO THE POINT OF BEGINNING IN LAKE COUNTY, INDIANA.

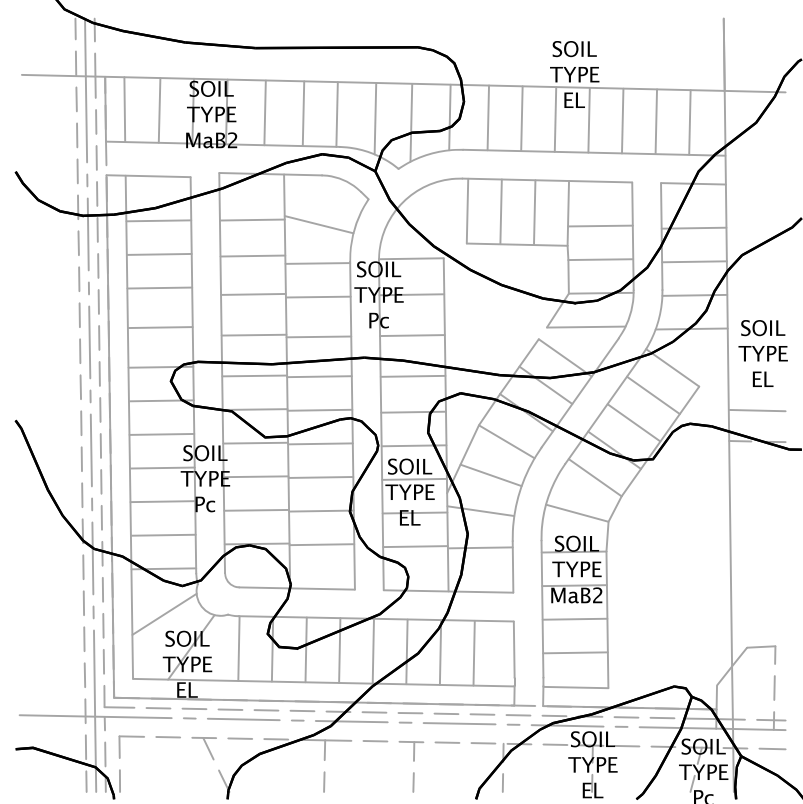
Tax Key Number(s): 45-19-03-301-001.000-057

PRELIMINARY PLAT
HARVEST CREEK
PLANNED UNIT DEVELOPMENT
AN ADDITION TO THE TOWN OF CEDAR LAKE
LAKE COUNTY, INDIANA

PARCEL DESCRIPTION (PER DOCUMENT NO. 2007 083004, REC. 10/17/2007):

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID TRACT A DISTANCE OF 1294 FEET EAST OF THE WEST LINE OF SAID TRACT; THENCE DUE NORTH PERPENDICULAR TO SAID SOUTH LINE A DISTANCE OF 90.0 FEET; THENCE NORTH 37 DEGREES 18 MINUTES 30 SECONDS EAST A DISTANCE OF 100.63 FEET; THENCE NORTH 86 DEGREES 9 MINUTES 30 SECONDS EAST A DISTANCE OF 59.14 FEET; THENCE DUE SOUTH A DISTANCE OF 174.0 FEET TO THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER; THENCE DUE WEST ALONG SAID SOUTH LINE A DISTANCE OF 120.0 FEET TO THE POINT OF BEGINNING IN LAKE COUNTY, INDIANA.

LINE AND CURVE DATA			
L1 = 88°41'27" E 245.17'	C1 = L=113.68' R= 150.00' CB= N 17°12'29" E C= 110.97'	C6 = L=188.88' R= 300.00' CB= N 17°12'29" E C= 185.77'	
L2 = 88°41'27" E 266.77'			
L3 = 45°16'12" E 31.25'			
L4 = 88°41'27" E 382.77'			
L5 = 88°41'27" E 165.11'	C2 = L=125.62' R= 200.00' CB= N 68°01'11" E C= 123.56'	C7 = L=125.62' R= 200.00' CB= N 17°15'04" E C= 158.15'	
L6 = 00°49'42" E 864.96'			
L7 = 88°53'08" E 272.19'			
L8 = 88°53'08" E 330.19'	C3 = L=92.21' R= 50.00' CB= S 44°51'25" E C= 83.40'	C8 = L=112.47' R= 120.00' CB= S 44°51'38" E C= 90.21'	
L9 = N 00°49'42" W 714.23'			
L10 = N 01°06'52" E 81.52'	C4 = L=159.03' R= 200.00' CB= N 21°57'03" E C= 154.87'	C9 = L=90.94' R= 120.00' CB= S 66°58'49" E C= 88.78'	
L11 = N 00°49'42" W 146.61'			
L12 = N 00°49'42" W 138.59'			
L13 = N 35°14'41" E 278.04'			
L14 = N 00°44'33" W 253.58'	C5 = L=16.95' R= 500.00' CB= N 00°08'35" E C= 16.95'	C10 = L=133.26' R= 200.00' CB= S 69°36'12" E C= 130.80'	

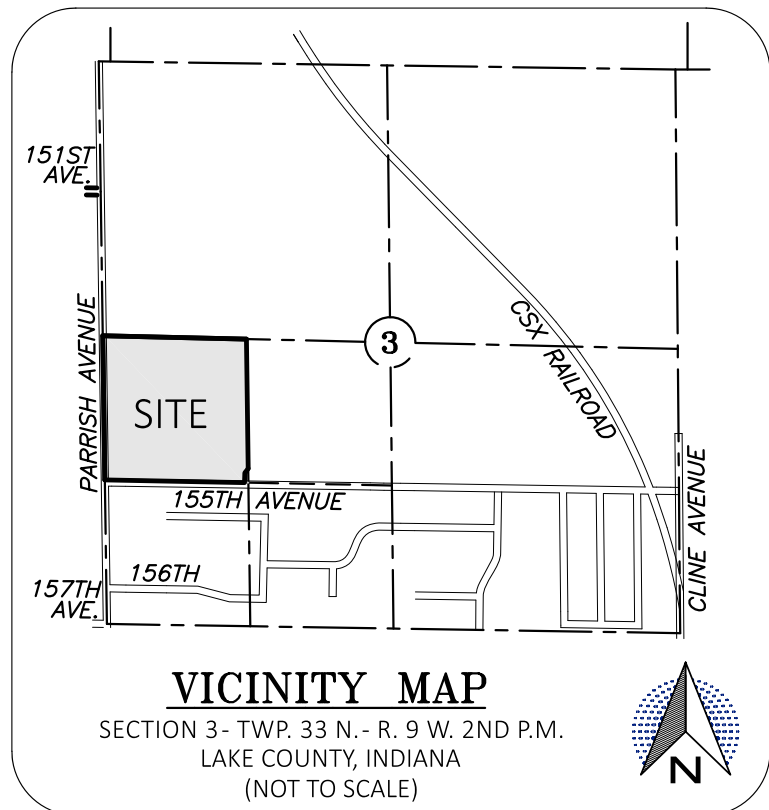
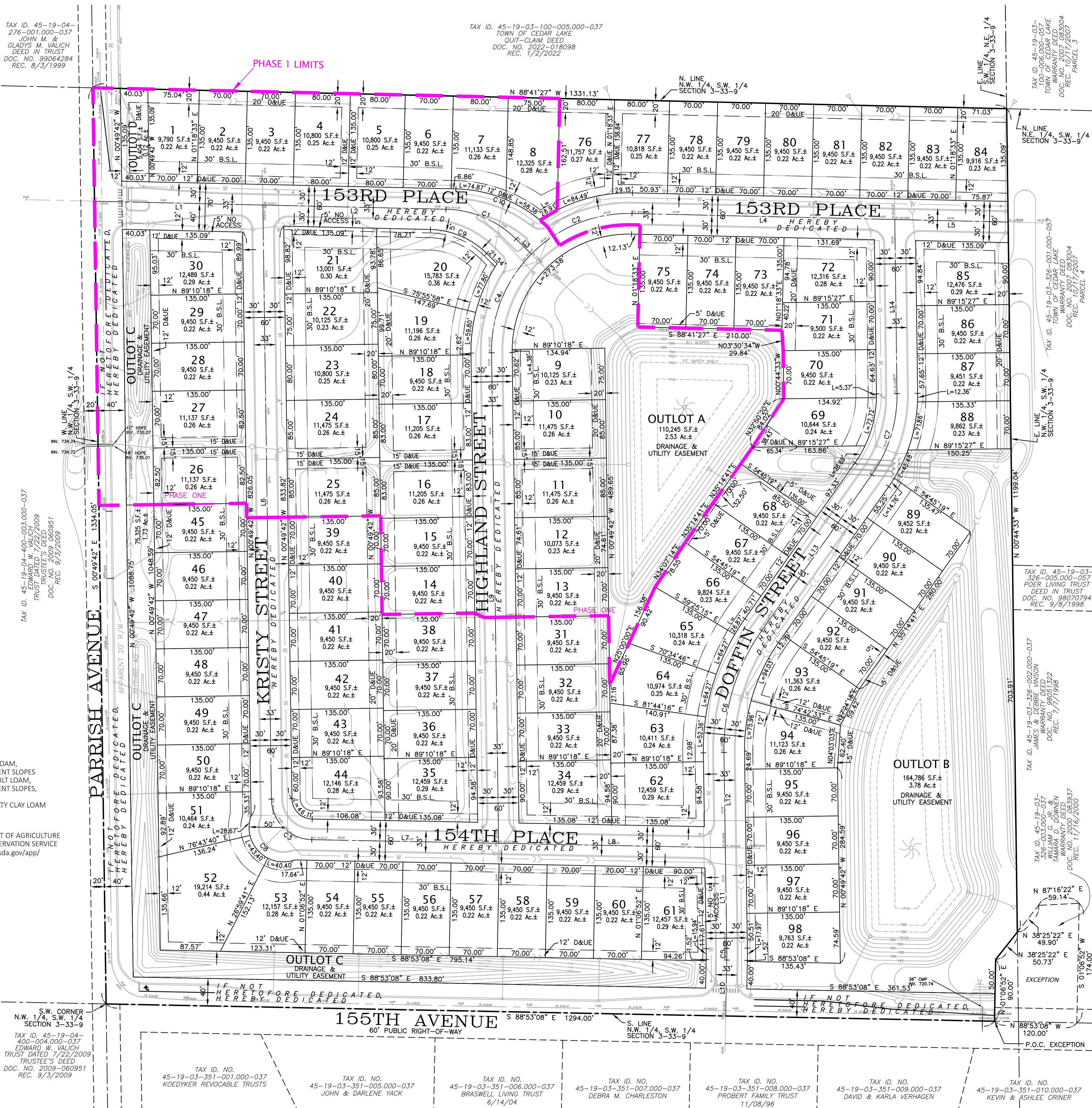
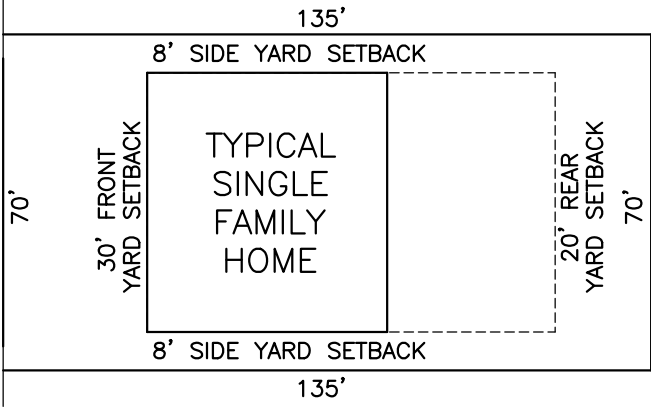


SOIL INFORMATION

TYPE	NAME
EL	ELLIOTT SILT LOAM, 0 TO 2 PERCENT SLOPES
MaB2	MARKHAM SILT LOAM, 2 TO 6 PERCENT SLOPES, ERODED
Pc	PEWAMO SILTY CLAY LOAM

SOURCE:
UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
<https://websoilsurvey.nrcs.usda.gov/app/>

TYPICAL LOT DETAIL



SUBJECT PARCEL INFORMATION:

PARCEL TAX ID. NO.
45-19-03-301-001.000-057
TOWN OF CEDAR LAKE
WARRANTY DEED
DOC. NO. 2007-083004
REC. 10/17/2007
(PARCEL 2)

ENGINEER AND SURVEYOR:
DVG TEAM, INC.
1315 TROUTWINE ROAD
CROWN POINT, INDIANA 46307

PARCEL AREA:

GROSS:
1,765,553 SQ. FT. ±
40.55 ACRES ±

NET (MINUS APPARENT 20' R/W FOR
PARRISH AVENUE & 155TH AVENUE):
1,717,386 SQ. FT. ±
39.36 ACRES ±

OWNER AND SUBDIVIDER:
DIAMOND PEAK HOMES LLC
1315 WHITE HAWK DRIVE
CROWN POINT, IN 46307

PARKING

EACH UNIT - 2 GARAGE SPACES
2 OFF-STREET SPACES IN DRIVEWAY

RESIDENTIAL DENSITY

GROSS ACREAGE = 40.55 ACRES
TOTAL NUMBER OF DWELLING UNITS = 98
DENSITY = 2.42 DWELLING UNITS PER ACRE

STANDARDS

SETBACKS
30' FRONT YARD SETBACKS - SINGLE FAMILY HOMES
20' REAR YARD SETBACKS
8' SIDE YARD SETBACKS

RIGHT OF WAYS

60' RIGHT OF WAY ADJACENT TO SINGLE FAMILY HOMES
80' TOTAL RIGHT OF WAY ALONG 155TH AVENUE.
60' TOTAL RIGHT OF WAY ALONG PARRISH AVENUE.

EASEMENTS

12' DRAINAGE AND UTILITY EASEMENT
MINIMUM ALONG RIGHT OF WAY FRONTAGE
12' (24' TOTAL) OR 15' (30' TOTAL)
DRAINAGE AND UTILITY EASEMENTS ALONG
SIDE YARDS WITH SANITARY OR STORM SEWER (AS SHOWN)
20' DRAINAGE AND UTILITY EASEMENTS ALONG REAR OF LOTS 1-26, 32-45,
72, 73, AND 77-88

OUTLOTS

OUTLOTS AS SHOWN ON THE PLAT ARE HEREBY GRANTED TO THE TOWN OF CEDAR LAKE AND THE ASSOCIATION AS A PUBLIC UTILITY AND DRAINAGE EASEMENT AS SHOWN HEREON. OWNERSHIP OF THE OUTLOTS IS HEREBY GRANTED TO THE ASSOCIATION AND THE OUTLOTS SHALL BE MAINTAINED BY THE ASSOCIATION IN ACCORDANCE WITH ALL TOWN OF CEDAR LAKE ORDINANCES AND THE OPERATIONS AND MAINTENANCE MANUAL FOR THE SUBDIVISION. IN THE EVENT THE ASSOCIATION BECOMES DEFUNCT, NON-OPERATIONAL, INSOLVENT, OR SIMILARLY SITUATED, THE RESPONSIBILITY FOR THE OWNERSHIP, MAINTENANCE, AND PAYMENT OF ANY REAL ESTATE TAXES AND ASSESSMENTS LEVIED UPON OR RELATED TO OUTLOTS SHALL BE THE EQUAL RESPONSIBILITY OF EACH INDIVIDUAL PROPERTY OWNER WITHIN THE SUBDIVISION, JOINTLY AND SEVERALLY.

EASEMENTS

DRAINAGE EASEMENT: AN EASEMENT IS HEREBY GRANTED TO THE TOWN OF CEDAR LAKE FOR THE INSTALLATION AND MAINTENANCE OF A DRAINAGE SWALE, DITCH, UNDERGROUND STORM WATER PIPE, DRAINAGE STRUCTURES OR WATERWAY UPON, UNDER, AND ALONG THE STRIP OR STRIPS OF LAND DESIGNATED HEREON AND MARKED "DRAINAGE EASEMENT" FOR THE PURPOSES OF HANDLING STORM WATER RUNOFF.

UTILITY EASEMENT: AN EASEMENT IS HEREBY RESERVED FOR THE USE OF PUBLIC UTILITIES FOR THE INSTALLATION AND MAINTENANCE OF WATER AND SEWER MAINS, POLES, DUCTS, LINES, AND WIRES, SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES, UPON, UNDER, AND ALONG THE STRIP OR STRIPS OF LAND DESIGNATED HEREON AND MARKED "UTILITY EASEMENT".

NO ACCESS EASEMENT: THERE ARE STRIPS OF GROUND DESIGNATED ON THIS PLAT AS "NO ACCESS EASEMENT" TO WHICH THERE SHALL BE NO VEHICULAR ACCESS ACROSS SAID STRIPS.

NOTES:

1.) REFERENCE BOUNDARY INFORMATION TO A PLAT OF SURVEY BY DVG TEAM, INC., JOB. NO. 522-166, DATED MARCH 28, 2022, RECORDED IN SURVEY BOOK 38, PAGE 25 AS DOCUMENT NUMBER 2022-013828 ON APRIL 22, 2022 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. IT IS THE SURVEYOR'S OPINION THAT THERE ARE NO SUBSTANTIAL DIFFERENCES WITH THE BOUNDARY OF SAID PLAT AND THIS PLAT.

2.) IT IS THE OPINION OF THE SURVEYOR THAT IT IS PROBABLE THAT THE INDIVIDUAL LOT MONUMENTS WILL BE DISTURBED BY CONSTRUCTION AND MASS GRADING. THEREFORE, ONLY THE PERIMETER OF THE SUBDIVISION IS MONUMENTED. THE SETTING OF THE INDIVIDUAL LOT MONUMENTS ARE HEREBY DELAYED UNTIL AFTER CONSTRUCTION IS COMPLETE OR UP TO TWO YEARS AFTER RECORDED OF THIS PLAT, WHICHEVER OCCURS FIRST AS PRESCRIBED BY TITLE 865 IAC 1-12-18(1).

ENGINEER'S CERTIFICATION:

"I, DOUGLAS M. RETTIG, P.E. STATE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS THE RIGHT TO USE, AND THAT SUCH ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION."

DOUGLAS M. RETTIG, P.E.
INDIANA PROFESSIONAL ENGINEER LICENSE NO. 910042

DATE:

SURVEYOR'S CERTIFICATION:

"I, GLEN E. BOREN, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED BY ME ON MONTH DATE, YEAR; THAT ALL THE MONUMENTS SHOWN THEREON ACTUALLY EXIST; AND THAT THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE ACCURATELY SHOWN."

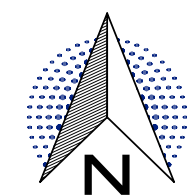
GLEN E. BOREN, P.S. NO. LS2000006



1155 Troutwine Road
Crown Point, IN 46307
P: (219) 662-7710
F: (219) 662-2740
www.dvgteam.com

REVISIONS AND NOTES:	
DATE:	

HARVEST CREEK
APPROX. 9210 W. 155TH AVENUE
CEDAR LAKE, INDIANA 46303
PRIMARY PLAT



0' 40' 80'
SCALE: 1" = 80'

DIAMOND PEAK	
© COPYRIGHT DVG TEAM, INC.	
FB/PG	FILE NO.
	22-0507
DRAWN BY	DATE
DAR	2/15/23
SECTION	COUNTY, STATE
3-33-9	LAKE, IN
JOB NO.	
	22-0507

**PLANNED UNIT DEVELOPMENT AGREEMENT FOR
HARVEST CREEK**

THIS PLANNED UNIT DEVELOPMENT AGREEMENT FOR HARVEST CREEK (hereinafter, this "Agreement"), is made and entered into as of the _____ day of _____, 2023 ("Effective Date"), by the **Town of Cedar Lake, Lake County, Indiana**, a Municipal Corporation (hereinafter, the "Town"), and **Diamond Peak Group, LLC**, a Limited Liability Company (hereinafter, the "Developer"), duly organized and existing under the applicable laws of the State of Indiana.

WITNESSETH:

WHEREAS, the Developer is owner of the following-described parcel of real estate located in Cedar Lake, Lake County, Indiana (the "Real Estate"):

See legal description attached hereto and made a part hereof as Exhibit "1", and which is commonly known as 9210 W. 155th, Cedar Lake, Indiana 46303
Parcel No: 45-19-03-301-001.000-057; and

WHEREAS, the Developer has submitted a formal proposal for a Planned Unit Development Zoning District classification to be located on the Real Estate, which includes: (a) the Primary Plat of Harvest Creek approved by the Plan Commission on _____, 2023 (hereinafter, the "Primary Plat"), a copy of which is attached hereto, and made a part hereof as Exhibit "2"; (b) the Harvest Creek Planned Unit Development (PUD) Guidelines (the "PUD Guidelines"), a copy of which is attached hereto and made a part hereof as Exhibit "3"; and (c) the Declaration of Covenants, Conditions, Restrictions & Easements for Harvest Creek (hereinafter, the "Declaration of Covenants"), the final version of which shall not be inconsistent with the Planned Unit Development Zoning Ordinance, which proposed Declaration of Covenants is attached hereto and made a part hereof as Exhibit "4" (the Primary Plat, PUD Guidelines, Cedar Lake PUD Zone Map Amendatory Ordinance No. 1435, and Declaration of Covenants are hereinafter collectively known as the "Harvest Creek PUD"); and

WHEREAS, a public hearing was held as required by applicable law on _____, 2023, and whereby thereafter at the conclusion of said public hearing the Town of Cedar Lake Plan Commission, on _____, 2023, favorably recommended the rezoning of the Real Estate from Chapter 5 -Agriculture (A) Zoning to Chapter 9 - Planned United Development (PUD) Zoning District Classification; and

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Council"), concurred in the favorable recommendation certified by the Town of Cedar Lake Plan Commission of the Zone Map Amendatory Ordinance and Harvest Creek PUD at the Town Council meeting on _____, 2023, subject to the Town and Developer entering into this Agreement as required in Section I of Chapter 9 - Planned United Development (PUD) Zoning District Classification; and

WHEREAS, Developer is willing and able to enter into this Agreement, as required by the terms in Section I of Chapter 9 - Planned United Development (PUD) Zoning District Classification, of Town Zoning Ordinance No. 1402, as amended from time to time.

COVENANTS

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals Part of Agreement. The representations, covenants, recitations and Exhibits set forth in the Recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though the same were fully set forth in this Agreement.
2. Agreement to Complete in Accordance with PUD. In accordance with Section I of Chapter 9 of Town Zoning Ordinance No. 1402, as amended, Developer agrees with the Town that any development which Developer completes on the Real Estate shall be in accordance with the terms and conditions of the Harvest Creek PUD.
3. Breach. Before any failure of any Party of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within twenty (20) days of the receipt of such notice. If after said notice, the breaching Party fails to cure the breach, the non-breaching Party may seek any remedy available at law or equity, including the remedy of specific performance.
4. Amendment. This Agreement may be amended only by the mutual consent of the Parties and execution of said amendment by the Parties, in conformance with Town Zoning Ordinance No. 1402, all amendments thereto, and all applicable laws.
5. No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the Agreement of the Parties.
6. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.
7. Indiana Law. This Agreement shall be construed in accordance with the applicable laws of the State of Indiana, without consideration of its choice of law provisions.

8. Notices. All notices and requests required pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:

Town:

Town of Cedar Lake
7408 Constitution Avenue
Cedar Lake, IN 46303
Attention: Town Planning Director
And Town Manager

With a copy to:

Austgen Kuiper Jasaitis P.C.
130 N. Main Street
Crown Point, IN 46307
Attention: David M. Austgen

Developer:

Diamond Peak Group, LLC
1313 White Hawk Drive
Crown Point IN 46307
Attention: Michael Herbers

With a copy to:

Anderson & Anderson, P.C.
9211 Broadway
Merrillville, IN 46410
Attn: Mark R. Anderson

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

9. Consent or Approval. Except as otherwise provided herein, whenever consent or approval of any Party is required, such consent or approval shall not be unreasonably withheld. Any Party entering into this Agreement represents and warrants that all authorization and entity authority has been provided to that Party, and that all actions have been taken and done to perform as contemplated by this Agreement. Furthermore, the Parties hereto represent and warranty that any and all signatures appearing in this Agreement are authorized on behalf of same.

10. Public Meeting Action. It is expressly acknowledged and stated that this Agreement is entered into by the Town after action at a public meeting of the Town Council of the Town on _____, 2023, wherein by a vote of _____ in favor and _____ against, the President of the Town Council and Town Clerk-Treasurer, respectively, were directed to execute and attest the same, and deliver this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

**("TOWN") 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:

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

("DEVELOPER") DIAMOND PEAK GROUP, LLC,
an Indiana limited liability company

_____, Member

Attest:

_____, Title

Exhibit 1
Legal Description of the Real Estate

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, EXCEPT THAT PART OF THE FOLLOWING DESCRIBED REAL ESTATE LYING WITHIN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, DESCRIBED AS FOLLOWS: A PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID TRACT A DISTANCE OF 1294 FEET EAST OF THE WEST LINE OF SAID TRACT; THENCE DUE NORTH PERPENDICULAR TO SAID SOUTH LINE A DISTANCE OF 90.0 FEET; THENCE NORTH 37 DEGREES 18 MINUTES 30 SECONDS EAST A DISTANCE OF 100.63 FEET; THENCE NORTH 86 DEGREES 9 MINUTES 30 SECONDS EAST A DISTANCE OF 59.14 FEET; THENCE DUE SOUTH A DISTANCE OF 174.0 FEET TO THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER; THENCE DUE WEST ALONG SAID SOUTH LINE A DISTANCE OF 120.0 FEET TO THE POINT OF BEGINNING IN LAKE COUNTY, INDIANA.

Commonly known as 9210 W. 155th, Cedar Lake, Indiana 46303
Parcel No: 45-19-03-301-001.000-057

**Exhibit 2
Primary Plat**

**Exhibit 3
Harvest Creek
Planned Unit Development (PUD) Guidelines**

Exhibit 4
Declaration of Covenants, Conditions, Restrictions
& Easements for Harvest Creek

TOWN OF CEDAR LAKE
PLANNED UNIT DEVELOPMENT (PUD) GUIDELINES FOR HARVEST CREEK

I. STATEMENT OF PURPOSE & INTENT

Harvest Creek, located in Cedar Lake, Indiana, is an approximate 39.9384 acre residential community consisting of single family residential homes. Harvest Creek's goal is to provide attractive housing serving residential needs.

II. AUTHORITY/DEFINITIONS

Authority. The standards in these Guidelines will apply to all property contained within the Harvest Creek Planned Unit Development. The Guidelines will become the governing standards for review, approval and modification of development activities occurring on the property. The Town Subdivision Control authority and Zoning Ordinance and regulations for the Town of Cedar Lake will apply where the provisions of this guide do not address a specific subject.

Definitions.

1. "HOA" - Homeowner's Association
2. "Lot Width" - Lot Width is the horizontal distance between side lot lines measured at the established front yard setback line.
3. "Planned Unit Development (PUD)" - This Planned Unit Development provides a maximum degree of flexibility to accommodate Single Family Residences as shown on the drawing attached to the Planned Unit Development Ordinance.
4. "Single Family Residence" - Single Family Residence is a single family detached dwelling.

III. GENERAL LOCATION, LAND USE, AND LEGAL DESCRIPTION

Location and Surrounding Land Uses. The proposed community is approximately 39.9384 acres and is located North of 155th Avenue, and East of Parrish Avenue in the Town of Cedar Lake. The property is presently undeveloped.

Access. Primary access to the development will be through one (1) entrance on each of West 155th Avenue and Parrish Avenue, as reflected on the Plat for this Project parcel.

Legal Description. See legal description attached hereto as Exhibit "A".

IV. PLANNED UNIT DEVELOPMENT (PUD) GUIDELINES

Harvest Creek provides flexibility to accommodate various types and styles of Single-Family Residences as described herein. The land uses identified in the Planned Unit Development (PUD) Plan allows for flexibility to respond to market conditions while maintaining the character and integrity of the development plan. Individual Lot boundaries are conceptual and subject to alteration through approval of final plat. An approved Final Subdivision Plat will determine the actual boundary of each individual Lot.

Transfer of density is permitted between parcels, but in no instance will the total density of the entire community exceed 2.61 units per acre.

V. PLANNED UNIT DEVELOPMENT (PUD) PERMITTED USES

Single Family Residences. Identified as Lots 1-98 on Primary Plat of Harvest Creek, a Planned Unit Development (last revised November 14, 2022), prepared by DVG Team Inc., and approved by the Town of Cedar Lake Plan Commission on _____, 2023.

Permitted Uses:

Single Family Detached Dwellings. Representative samples of such dwellings include, but are not limited to, those home renderings attached hereto as Exhibit "B", each of which is shown with options and upgrades available to homeowners.

Special Conditions:

1. Typical Lot Area: 9,450 square feet (70' width x 135' depth)
2. Lot Width: 70' minimum
3. Building Setbacks:
 - (a) Front Yard: 30'
 - (b) Side Yard: 8'
 - (c) Rear Yard: 30'
4. Drainage and Utility Easements: where indicated on the Plat.
5. The minimum finished floor area (as hereinafter defined) of each residence on a Lot shall be as follows: (a) all one (1) story residences shall have a minimum finished floor area of one thousand eight hundred (1,800) square feet; (b) all one and one-half (1-1/2) story residences shall have a minimum finished floor area of one thousand nine hundred fifty (1,950) square feet; and (c) all two (2)

story residences shall have a minimum finished floor area of two thousand (2,000) square feet. Notwithstanding the foregoing, up to twenty (20) Single Family Residences in Harvest Creek may be comprised of one (1) story Single Family Residences having a minimum finished floor area between one thousand four hundred (1,400) square feet and one thousand seven hundred ninety-nine (1,799) square feet and two (2) story Single Family Residences having a minimum finished floor area between one thousand seven hundred fifty (1,750) square feet and one thousand nine hundred ninety-nine (1,999) square feet.

6. All Single-Family Residences shall be required to have at least an attached two (2) car garage, which garage, as indicated below, shall not be included when computing the finished floor area. All overhead garage doors shall include glass windows.

7. At least twenty-five percent (25%) of the front exterior of each residence shall be masonry, brick, or stone, unless a variance is approved by the Architectural Review Committee as described in the Community's Declaration of Covenants, provided, however, that Frank Lloyd Wright style homes shall have at least fifteen percent (15%) of the front exterior of such homes be of masonry, brick or stone, and Modern Farm House style homes shall have at least ten percent (10%) of the front exterior of such homes be of masonry, brick, or stone. Masonry, brick and stone corners must be returned by at least two feet (2') on elevation corners to ensure that the masonry, brick or stone, as the case may be, does not stop on an outside corner and appear as if it is "applied."

8. All driveways and service walks on Lots shall be of concrete or brick pavers. During construction, the builder must install, at its expense, a five foot (5') public sidewalk of poured concrete along all street frontages and within the public right-of-way as shown on the Subdivision Plat. All public sidewalks will comply with the construction standards of the Town of Cedar Lake.

9. For purposes of this Section, the following definitions are applicable: (a) a one (1) story Single Family Residence is defined as a dwelling having all living area on one (1) floor, with the living area floor level at or slightly above the exterior grade level; (b) a one and one-half (1-1/2) story Single Family Residence is defined as a dwelling having one and one-half (1-1/2) floors of living area, both above grade, with the second floor of living area consisting of approximately one-half (1/2) of the size of the ground level; and (c) a two (2) story Single Family Residence is defined as a dwelling having

two (2) floors of living area, both above grade and both approximately the same size. Finished floor area is defined as finished living room, bedroom, kitchen, dining room, family room, closets, utility rooms, entry ways and bath usage, but shall specifically exclude attached garages, carports, open terraces, porches, basements and breezeways.

Open Space. (Identified as Outlots “A, B, C and D” on Preliminary Plat of Harvest Creek, a Planned Unit Development, prepared by DVG Team Inc., and approved by Town of Cedar Lake Plan Commission on _____, 2023)

The following standards will apply for all uses in the Open Space.

Permitted Uses for Open Space:

Bicycle and walking trails, detention/retention areas, wetlands, wetland buffers, stormwater, environmental areas, landscape buffers, screening buffers, playgrounds, ball fields, and open space on lots the primary function of which is to serve the residents and guests of the Planned Unit Development.

VI. COMMUNITY DEVELOPMENT REGULATIONS

General Development Regulations.

1. The Community will be subject to a Declaration of Covenants and Restrictions (hereinafter, the “Declaration”), establishing procedures for architectural and landscape review and maintenance obligations of the Homeowners’ Association (HOA) established.
2. The HOA will have the obligation to maintain common area facilities, landscaping, entries, signage, and detention areas. (See Declaration)
3. Sales offices in not more than two (2) unsold units are permitted for the duration of Developer’s development and initial sale of lots and Single-Family Residences in the entire Community to third party owners.
4. Roads and other Community Development amenities and improvements shown on the PUD site plan are conceptual only, and their exact placement may be modified during the construction-plan review process, subject to the Town Subdivision Control Ordinance authority and Zoning Ordinance requirements and regulations of the

Town of Cedar Lake.

5. Separate construction entrances may be established and maintained throughout the buildout of the Community as approved by the Town of Cedar Lake.

PD Roadway Standards.

1. Single Family Residences

- 60' Right-of-Way – 60' Standard
- 30' Roadway Width - Back-to-Back of Curb – 30' Standard
- 5' Sidewalk at Right-of-Way Line

2. Entrances

- 80' Right-of-Way
- 24' Wide Lanes In & Out

3. Cul-de-Sacs

- 60' radius for Right-of-Way – 65' standard
- 45' radius for Roadway – 50' standard

(As depicted on the PUD Site Plan and approved by the Plan Commission of the Town of Cedar Lake.)

VII. LIGHTING

The lighting for the PUD shall conform to the Lighting Regulations Ordinance and Code provisions of the Town of Cedar Lake, as amended.

VIII. DOWNSPOUT DISCHARGE

Based on the size of the side yards of the PUD Community Subdivision, Lots, the downspouts will release at grade at least five (5') feet from adjacent property boundaries.

IX. DRIVEWAYS

All driveways constructed in the PUD Community shall be made of concrete or similar material.

X. OUTLOT LANDSCAPING REQUIREMENTS

The following shall be the minimum landscape requirements for each Lot: 2 Trees and 5 Shrubs.

No trees or shrubs planted shall be on the Town of Cedar Lake prohibited species list.

Detailed landscape plans shall be presented at primary plat.

Areas of Outlots A, B, C, and D that are disturbed by construction activity shall be permanently seeded that are not below a normal water level, as set forth on the PUD Community Subdivision's final approved engineering plans.

Permanent seeding shall be a turf grass mix or Town approved native grasses unless otherwise noted.

EXHIBIT "A"

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, EXCEPT THAT PART OF THE FOLLOWING DESCRIBED REAL ESTATE LYING WITHIN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, DESCRIBED AS FOLLOWS: A PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID TRACT A DISTANCE OF 1294 FEET EAST OF THE WEST LINE OF SAID TRACT; THENCE DUE NORTH PERPENDICULAR TO SAID SOUTH LINE A DISTANCE OF 90.0 FEET; THENCE NORTH 37 DEGREES 18 MINUTES 30 SECONDS EAST A DISTANCE OF 100.63 FEET; THENCE NORTH 86 DEGREES 9 MINUTES 30 SECONDS EAST A DISTANCE OF 59.14 FEET; THENCE DUE SOUTH A DISTANCE OF 174.0 FEET TO THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHWEST QUARTER; THENCE DUE WEST ALONG SAID SOUTH LINE A DISTANCE OF 120.0 FEET TO THE POINT OF BEGINNING IN LAKE COUNTY, INDIANA.

Commonly known as 9210 W. 155th Ave., Cedar Lake, IN 46303
Parcel ID No. 45-19-03-301-001.000-057



CEDAR LAKE PLAN COMMISSION PUBLIC SESSION MINUTES
CEDAR LAKE TOWN HALL, 7408 CONSTITUTION AVENUE, CEDAR LAKE, INDIANA
November 16, 2022 at 7:00 pm

Call To Order:

Mr. Kiepura called the Plan Commission Public Meeting to order on Wednesday, November 16, 2022, at 7:00 pm with its members attending on-site. The Pledge of Allegiance was said by all.

Roll Call:

Members Present via Zoom: None. **Members Present On-Site:** Robert Carnahan; Richard Sharpe, Secretary; Heather Dessauer; John Foreman; Chuck Becker; Greg Parker, Vice President; and John Kiepura, President. A quorum was attained. **Also present:** Don Oliphant, Town Engineer; David Austgen, Town Attorney; Chris Salatas, Town Manager; and Ashley Abernathy, Planning Director. **Absent:** none

Minutes:

Mr. Kiepura entertained a motion for the October 19, 2022 Public Meeting Minutes; a motion was made by Mr. Parker and seconded by Mr. Foreman to approve the same. Motion passed unanimously by roll-call vote:

Mr. Carnahan Aye
Mr. Foreman Aye
Mr. Sharpe Aye
Ms. Dessauer Aye
Mr. Becker Aye
Mr. Parker Aye
Mr. Kiepura Aye

1. Harvest Creek (Formerly Silver Meadows) – Preliminary Plat for a 98-Lot Subdivision and Rezone

Owner/Petitioner: Diamond Peak Group LLC, 1313 White Hawk Drive, Crown Point, IN 46307

Vicinity: 9210 W. 155th Avenue, Cedar Lake, IN 46303

Mr. Kiepura stated the first order of business is for a Preliminary Plat for a 98-Lot Subdivision and a Rezone from Agriculture to PUD. Mr. Austgen advised the legals are in order.

Mr. Michael Herbers, Diamond Peak Group, 1313 White Hawk Drive, Crown Point, IN, stated they are seeking a primary plat approval for our 98-lot subdivision Harvest Creek at 155th Avenue and Parrish. We received comments back from Attorney Austgen and Mr. Oliphant is reviewing the most recent plans and should have it completed by end of next week.

Mr. Kiepura asked if there were any remonstrators for or against this project or a request.

Ms. Darlene Yak, 9520 W. 155th Place, Lowell, IN, asked how many acres will this subdivision be.

Mr. Austgen suggested Mr. Herbers come back to the podium and give the Commission and the audience a briefing of what they are doing, where they are doing it, the area they are doing it on, what the proposed use it. Mr. Foreman stated it is 40 acres on the corner of Parrish.

Ms. Yak asked if there is an approximate size of each lot. Is there a start-up date to start the infrastructure. What school system are they attending. What streets will there be access to this proposed subdivision. How many access points will there be.

Mr. Herbers stated the site is at 155th Avenue and Parrish Avenue in Cedar Lake. It is 40 acres and there will be 98 single family homes. The lot sizes will be 70 foot wide by 135 feet deep. The home size range will be from 1,500 square foot ranch to 3,000 square foot two-story home. The public access will be from 155th Avenue and also Parrish. There will be two entrances to this development. The start-up date is economy dependent. Mr. Carnahan asked if it will be the Lowell School System. Mr. Herbers responded in the affirmative.

Mr. John Yak, 9520 W. 155th Place, Lowell, IN, asked if a survey was done with the general public and the sediment de-watering facility. Mr. Herbers stated they have not surveyed the general public. There have been numerous meetings with the Town to discuss this project, the length and use and potential "downfalls." They do not see this hindering the development with the dewatering facility to the North.

Mr. Salatas stated they will continue to review and work on utilities.

Mr. Austgen commented some of the information is coalescing into the final product. It is seen in the engineering submissions, in the documents and all this will get locked down into the instruments.

Ms. Abernathy is recommending a deferral and come back to the next work session.

Mr. Mark Anderson, Anderson & Anderson, 9211 Broadway, requested a favorable recommendation be made subject to Legal, Engineering and Building. Mr. Carnahan stated they will need to remove the red marks on Mr. Austgen's Planned Unit Development in place for the next meeting. Mr. Austgen stated that will be driven by the information from Mr. Oliphant and from the developer represented.

A motion was made by Mr. Parker and seconded by Ms. Dessauer to defer this Petition to the next Public Hearing. Motion passed unanimously by roll-call vote:

Mr. Carnahan Aye
Mr. Foreman Aye
Mr. Sharpe Aye
Ms. Dessauer Aye
Mr. Becker Aye
Mr. Parker Aye
Mr. Kiepura Aye



9701 Indianapolis Blvd.
Highland, IN 46322-2620
219.922.2406

BUSINESS BANKING

IRREVOCABLE LETTER OF CREDIT #01261

February 15, 2023

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

Re: Phase 1 of the Centennial Estates Subdivision (Cedar Lake Development LLC) –
Maintenance Letter of Credit

Gentlemen:

We hereby establish in your favor our Irrevocable Letter of Credit for the account of Cedar Lake Development LLC up to an aggregate amount of One Hundred Seven Thousand Two Hundred Thirty-Five & 11/100 Dollars (\$107,235.11) U.S. DOLLARS which is available by presentation of your draft(s) at sight drawn on us bearing the clause: "Drawn under Centier Bank Irrevocable Letter of Credit No. 01261, dated February 15, 2023.

The original of, and any amendments to, this Letter of Credit must accompany all draws. This Letter of Credit will expire at the close of the regular business day on February 15, 2026, and such drafts and any other required documents must be presented for payment and received by us on or before such date.

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

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

CENTIER BANK

BY: Jennifer L Willis
ITS: Senior Vice President

February 15, 2023

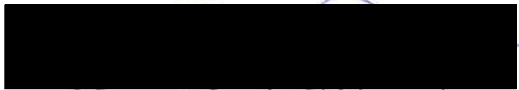
Town of Cedar Lake
Attn: Department of Planning, Zoning and Building
7408 Constitution Ave
Cedar Lake, IN 46303

Ladies and Gentlemen:

Please find attached the original Letter of Credit issued on behalf of Cedar Lake Development LLC referred to as Number 01261.

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

CENTIER BANK



By: Jennifer L. Willis, Senior Vice President

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

BY: Richard Sharpe
Title: Town Council President

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

Received this the _____ day of _____, 20____.



9701 Indianapolis Blvd.
Highland, IN 46322-2620
219.922.2406

BUSINESS BANKING

February 15, 2023

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

RE: Phase I – Centennial Estates Subdivision (Cedar Lake Development LLC) – Maintenance Letter of Credit

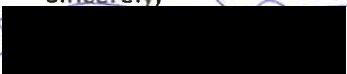
To Whom It May Concern,

Enclosed, please find the following items for your acceptance and acknowledgement:

1. Original Irrevocable Letter of Credit #01261 in the amount of \$107,235.11 for the Maintenance of Phase 1 of the Centennial Estates Subdivision (Cedar Lake Development LLC).
2. Letter of Acceptance/Acknowledgement
 - a. if you find the Irrevocable Letter of Credit # 01261 to be satisfactory, please sign and date the attached letter and return to a representative from Olthof Homes, or to Jennifer Willis at jwillis@centier.com (original is not needed).
 - b. additionally, please return the **original** Irrevocable Letter of Credit #01220 dated August 19, 2021, in the amount of \$284,711.71 for the Performance of Phase 1 of the Centennial Estates Subdivision (Cedar Lake Development LLC). This may be released to a representative from Olthof Homes or mailed directly to Centier Bank, Jennifer Willis, SVP, 9701 Indianapolis Boulevard, Highland, IN 46322.

If you have any questions, please contact me at 219-922-2410 Ext 4317 or via email at jwillis@centier.com.

Sincerely,


Jennifer Willis
Sr Vice President, Group Manager
Business Banking

STATE OF INDIANA)
)
) SS: BEFORE THE BOARD OF ZONING
COUNTY OF LAKE) APPEALS OF THE TOWN OF CEDAR
 LAKE, LAKE COUNTY, INDIANA

CERTIFICATION

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

PETITIONER: KENDRA KRACHT

OWNER: CEDAR LAKE COMMERCIAL, LLC

PROPERTY VICINITY: 12841 Wicker Avenue, Cedar Lake, IN 46303

PETITION FOR VARIANCE OF USE
BZA CASE #2022-52

Pursuant to the provisions of applicable law, the Board of Zoning Appeals of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the “BZA”), by its duly designated representative, CERTIFIES its FAVORABLE RECOMMENDATION to the Cedar Lake Town Council on the application of Owner, for and on behalf of Petitioner, Kendra Kracht, for the **Variance of Use** being applied for from Town Zoning Ordinance No. 1402 Chapter 7.2 B-2 Community Business Zoning District, as same is amended from time to time, to permit the Petitioner to operate a Rage Room business in a B-2 Zoning District within a B-3 Zoning District Overlay classification parcel. The property’s common address is 12841 Wicker Avenue, Cedar Lake, Lake County, Indiana, and is legally described as:

Legal Description:

The North 120 feet of the following described parcel: Beginning at the Southwest corner of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 21, Township 34 North, Range 9 West of the Second Principal Meridian, in Lake County, thence running 20.98 rods East of said corner; thence North 20.65 rods; thence West 20.98 rods; thence South 20.65 rods to the point of beginning.

Tax Key Number(s): 45-15-21-151-031.000-014

This FAVORABLE RECOMMENDATION Certification of the BZA to the Town Council is approved by a vote of 5 in favor, and 0 against, upon motion duly made and seconded, and is expressly contingent upon the following terms and conditions imposed and included by the BZA at the public hearing held on December 8, 2022; January 12, 2023; and February 9, 2023, for the **Variance of Use** applied for, namely:

- A. Compliance with all commitments and obligations of the Petitioner and Owner agreed upon in the Use Commitment, with a copy of said Use Commitment attached as Exhibit "A".
- B. Compliance with all commitments and obligations of the Petitioner and Owner agreed upon in the public hearing proceedings, and as reflected in the public meeting minutes wherein the public hearing was conducted, with a copy of the excerpt of the approved public meeting minutes in which this approved Petition was held on December 8, 2022; January 12, 2023; and February 9, 2023, attached hereto as Exhibit "B".
- C. Compliance with all commitments set forth and provided to the BZA whether in the Petition(s), or Public Hearings/Public Meetings, as provided for in the approved BZA Public Meeting Minutes, are required to be fulfilled and completed by the Petitioner and Owner.
- D. Compliance by the Petitioner and Owner with the Petition herein, with a copy of which said Petition is attached as Exhibit "C".
- E. Compliance with all Staff Review Recommendations for the Petitioner, including Engineering, if applicable.
- F. The approved Variance of Use is for this Petitioner only, and no other.
- G. That this Favorable Recommendation Certification on the Petition for Variance of Use is based upon the Findings of Fact, namely:
 - 1. That a General Business Zoning District (B-3) Use is recommended to be approved following this Public Hearing proceeding for the business to include a retail store, a total of 3 rage rooms, a room for glass throwing only, 1 stage for open mic nights, a snack shop and an arcade room, and for an additional use of 2 private studios for an art studio and music studio to be located upstairs and not accessible to the public.
 - 2. That approval Consideration is recommended based on the evidence in the proceedings herein;
 - 3. That approval will not be injurious to the public health, safety, morals, and general welfare of the Town;

4. That use and value of the area adjacent to the property included in the Variance of Use will not be affected in a substantially adverse manner;
5. That the need for the Variance of Use arises from identified conditions peculiar to the property involved;
6. That the strict application of the terms of the Zoning Ordinance, as amended from time to time, will constitute an unnecessary hardship if applied to the property for which the Variance(s) of Use are sought;
7. That approval does not interfere substantially with the Comprehensive Master Plan of the Town.
8. The Petitioner will report back to the BZA within six (6) months after opening.
9. Contingent upon completion of the Use Commitment Documentation provided.

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

USE COMMITMENT

RECITALS

WHEREAS, Cedar Lake Commercial, LLC, an Indiana Limited Liability Company, (“Owner”) is the owner of a parcel of real property located at 12841 Wicker Ave., Cedar Lake, Lake County, Indiana, leased by Kendra Kracht, d/b/a “Region Rage” (hereinafter “Applicant”), which parcel of real property is legally described as follows, namely:

(See Exhibit “A” attached hereto)

PIN: 45-15-21-151-031.000-014

and

WHEREAS, the subject parcel of real property (hereinafter, the “parcel of real property”), owned by Owner, Cedar Lake Commercial, LLC, being leased by Applicant, is a parcel of real property located in a General Business (B-2) Zoning District, with B-3 overlay, in the Town of Cedar Lake, Lake County, Indiana; and

WHEREAS, Applicant has applied the to the Town of Cedar Lake, through its Department of Planning, Zoning and Building, by Application filed _____, 2023, for a Use Variance to permit mixed business use to be conducted on the parcel of real property described hereinabove; and

WHEREAS, pursuant to the applicable provisions of I.C. § 36-7-4-1015, as amended from time to time, Applicant has been requested to make a Use Commitment concerning the use of the parcel of real estate, and upon such request, Applicant has agreed to make such Use Commitment; and

WHEREAS, pursuant to the provisions of I.C. § 36-7-4-1015, as amended from time to time, Applicant agrees and approves entry into and the execution of a written Use Commitment concerning the Use Variance most recently made for Applicant’s Use and Occupancy of the parcel of real property described hereinabove.

COVENANTS

NOW, THEREFORE, in consideration of the approval and issuance of the Use Variance Application of Applicant, of the parcel of real property located at 12841 Wicker Ave., Cedar Lake, Lake County, Indiana, which parcel of real property is located in a General Business (B-2) Zoning District with B-3 overlay, in the Town of Cedar Lake, and for other good and valuable consideration, including approval of the Use Variance applied for, the receipt of which is hereby acknowledged, Applicant does hereby agree as follows:

1. That the following uses and/or conditions of use only, shall be made and permitted for the parcel of real property at 12841 Wicker Ave., Cedar Lake, Lake County, Indiana, as set forth and depicted on the attached Exhibit “B” Site Plan attached hereto, and incorporated herein, namely:

- a. Use: Arcade use, retail use, office space, storage space, venue space, amusement/entertainment space.
 - b. Conditions:
 - Parking. The Owner/Applicant shall establish a parking lot as per the ~~attached~~. Employee parking shall be dedicated in the portions outlined therein. Should the documented instances arise, where patrons or other persons visiting the business are observed driving onto or across adjacent properties, the Owner/Applicant, upon receipt of written notice, and verification of same with the Town of Cedar Lake, shall provide the planting of minimum 3' arborvitae, along the edge of the involved parking lots, spaced no greater than 4' apart, and also applied in a manner which does not reasonably inhibit exit traffic sight views onto Highway 41.
 - Employees. Owner/Applicant shall maintain sufficient employees to ~~actively monitor~~ all operations of the proposed business. This shall require an employee to actively monitor use of the smash rooms, and when events occur in the venue room, to have an employee actively monitoring said activity as well. Additionally, all smash rooms shall be placed under active video monitoring.
 - Smash Rooms Participants. Smash room participants shall be limited to no ~~more than two persons per~~ smash room. Smash Room participants, in order to participate, must have a signed waiver form on file. Any participant between the age of 12 and 14 must be accompanied by a parent or guardian and have a signed parent/guardian waiver on file. Any participants between the age of 15 to 17 must have a signed parent/guardian waiver on file, with said waiver signed in the presence of an Owner/Applicant agent. There shall only be allowed two participants in a Smash Room at all times and mandatory safety attire, shall be required for participation.
 - Venue. The use of the venue space shall be subject to a maximum ~~participation allotment~~ of persons as determined by proper Town of Cedar Lake officials as per fire code. For all events in which there is hosted a venue event, the Owner/Applicant shall ensure that there is an active employee monitoring the venue at all times.
 - Garbage Disposition. Any and all refuse, which is either stored by the ~~Owner/Applicant in~~ anticipation of use, or which is to be disposed of post-use, shall be housed within the building, or underneath the overhang on the exterior of the building.
 - c. The Business referenced above shall follow and conform to the Site Plan for the parcel of real property submitted by the Applicant in the most recent amendment to Use Variance Application of Applicant. A copy of the approved Site Plan shall be appended to the issued Use Variance. A copy will also be appended to this Use Commitment and included as Exhibit "B" in this recorded instrument.
 - d. The Use Variance and Use Commitment issued herein are only for the benefit of Applicant and no other persons or entities. There shall be no assignment of the approved Use Variance and Use Commitment herein.
2. That the approved Use Variance for Cedar Lake Commercial, LLC, an Indiana Limited Liability Company (land owner), and the Applicant, for the parcel of real property herein, and the terms of this Use Commitment, shall be binding upon Applicant, and all Persons or Parties

claiming by or through the Applicant, in the use of the property. It is expressly agreed that said rights under the Use Variance and Use Commitment herein are expressly not transferable pursuant to previous terms of the Use Commitment hereinabove.

3. That the parcel of real property herein, namely, 12841 Wicker Ave., in the Town of Cedar Lake, located in a General Business (B-2) Zoning District of the Town of Cedar Lake, with B-3 overlay, shall in all other respects, conform to the other applicable regulations of the Zoning Ordinance of the town of Cedar Lake, Lake County, Indiana, as well as the Zoning District Classification in which it is located, each as amended from time to time, and no other, except as provided herein.
4. That this Use Commitment concerning the parcel of real property located at 12841 Wicker Ave., Cedar Lake, and legally described hereinabove, shall be filed and recorded in the Office of the Recorder of Lake County, Indiana, upon its acceptance by the TOWN COUNCIL, in conformance with applicable law.
5. Public Action. This COMMITMENT has been approved by affirmative action of the TOWN COUNCIL of the Town of Cedar Lake, Lake County, Indiana, at a Public Meeting of the TOWN COUNCIL, after a motion duly made and seconded, on the _____ day of _____, 2023, by a vote of _____ in favor and _____ against, and whereby the TOWN COUNCIL and Clerk-Treasurer, respectively, were authorized and directed to execute and enter this Agreement on behalf of the TOWN in their respective capacities.

ALL OF WHICH IS AGREED TO THIS _____ DAY OF _____, 2023.

APPLICANTS

Cedar Lake Commercial, LLC

Region Rage

By: _____

By: _____

Kendra Kracht

STATE OF INDIANA)

) SS:

COUNTY OF LAKE)

Before me, a Notary Public, in and for said County and State, personally appeared Cedar Lake Commercial, LLC, by _____, its _____, acknowledged the execution of the foregoing Instrument. In witness whereof, I have hereunto subscribed my name and affixed my Official Seal this _____ day of _____, 2023.

Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, in and for said County and State, personally appeared Kendra Kracht, d/b/a Region Rage, acknowledged the execution of the foregoing Instrument. In witness whereof, I have hereunto subscribed my name and affixed my Official Seal this _____ day of _____, 2023.

Notary Public

ACCEPTANCE

The Town Council of the Town of Cedar Lake, Lake County, Indiana, has reviewed the aforementioned Use Commitment and terms contained herein for the real property located at 12841 Wicker Ave., Cedar Lake, Indiana, and hereby accepts the same and authorizes execution of this Acceptance on the _____ day of _____, 2023.

Richard Sharpe, President

John Foreman, Vice-President

Robert Carnahan, Member

Julie Rivera, Member

Nicholas Recupito, Member

Ralph Miller, Member

ATTEST:

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

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. This document was prepared by Nathan D. Vis, Vis Law, LLC, 12632 Wicker Ave., Cedar Lake, Indiana 46303.

Exhibit "A"
Legal Description

The North 120 feet of the following described parcel: Beginning at the Southwest corner of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 21, Township 34 North, Range 9 West of the Second Principal Meridian, in Lake County, thence running 20.98 rods East of said corner; thence North 20.65 rods; thence West 20.98 rods; thence South 20.65 rods to the point of beginning.

2. 2022-52 Kracht– 12841 Wicker Avenue – Variance of Use

Owner: Cedar Lake Commercial, LLC, PO Box 657, St. John, IN 46373

Petitioner: Kendra Kracht, 530 E South Street, Crown Point, IN 46307

Vicinity: 12841 Wicker Avenue, Cedar Lake, IN 46303

Mr. Bunge stated that the next order of Old Business is for a Variance of Use to allow Petitioner to operate a B-3 use in an existing building located in a B-2 Zoning District. The Business Operating plan to include: a retail store, three rage rooms, a room for glass throwing only, one stage for open mic night, snack shop, arcade room and for additional use for two private studios for an art studio and music studio to be located upstairs not accessible to the public. Mr. Austgen advised the legal's are in order.

Mr. Vis, Vis Law, on behalf of the Owner and Petitioner, stated this location is located in an area that is zoned B-2 but also located in a B-3 overlay district. A new parking plan has been submitted to Ms. Abernathy and it meets the requirements of the Town for the proposed use. A new proposed lighting plan has been submitted. There has been a concern raised by an adjacent neighbor that past tenants had used an area adjacent to the parking lot to drive across her backyard and this was unbeknownst to the owner. The Petitioner can ensure this will be employee parking. In the Use Agreement, the owner would put up a stretch of arborvitae along that side of the parking lot to prevent someone driving through that particular area, should the driving across adjacent property continue.

Mr. Vis stated another concern raised by this Board was safety and oversight. There is an email from the Petitioner's insurance carrier stating they have never received a claim for violence, also the Petitioners have reached out to other venues in the Midwest and the responses they received said they have no problems of violence.

There has been a question of the ages groups being on site whether parental approval is required. A modification was done and the ages of 12 to 14 would need a parent on site. Anyone the ages of 15 to 17 would need a parent or guardian in person to sign the waiver in front of an employee. There are cameras in each of the smash rooms that can be monitored from the front desk. There is a maximum of two people allowed in the smash rooms at all times and an employee will be by the front door of each of these rooms. On the nights of a venue going on, there would be an employee in that room. Ms. Kracht stated the hours of operation would be Wednesday through Friday, 4 pm to 10 pm and Saturday and Sunday, 2 pm to 10 pm. Mr. Vis stated there would be no alcohol sold on the premises.

Mr. Vis stated there is a Use Commitment on what the Petitioners are willing to commit to and it would be recorded against the property and would bind the Petitioner's to those particular uses; such as, parking, number of employees, who can participate in smash rooms, the purpose of the venue and how many people can be within and as well as verifying any garbage created how that will be stored on the premises.

Discussion ensued in length regarding the Town having a rage room.

Mr. Kiepura asked do all the variances go with the business. Ms. Abernathy commented in the Use Commitment, Mr. Vis has it written in this commitment, and will be for this Petitioner only. If they were to leave, the variance would go away.

Mr. Kiepura commented if this motion gets approved, they would need to come back in six months and report on how the operation is going.

Mr. Bunge opened the floor for public comment; seeing none, Mr. Bunge closed the floor for public comment.

Mr. Kiepura asked if a legal review is needed. Mr. Austgen commented there are several documents that need reviewing and most of what we talked about is contained, but everything needs to be included and we are close. The communication on Mr. Vis's letterhead will be held to that. There is a variance commitment that will accompany the letter.

Ms. Abernathy stated she reached out to other municipalities that had or have some sort of a rage room, and received feedback and there haven't been any problems. There were discussions from our Town Officials which will be included.

Mr. Vis stated the safety equipment used are face shields, face goggles, gloves and these items are required by the insurance carrier. Only approved items can be brought in to be smashed.

Mr. Bunge asked about the capacity regarding open mic nights. Ms. Abernathy stated she is working with Fireman Jimmy Schultz and he will get back to me regarding capacity. Mr. Vis commented in the Use Commitment that the Petitioner's will submit the maximum participation as determined by the Town. Mr. Austgen asked if this is in the last draft of the Use Commitment. Mr. Vis responded in the affirmative.

Discussion ensued regarding multiple uses and zoning.

Mr. Bunge stated this would be a recommendation to the Town Council and any motion that is made should be made in the form of a recommendation.

A motion was made by Mr. Kiepura and seconded by Mr. Burnham to send a favorable recommendation to the Town Council for a Variance of Use to allow the Petitioner to operate a B-3 use in an existing building located in a B-2 Zoning District. The Business Operating plan is to include: a retail store, three rage rooms, a room for glass throwing only, one stage for open mic night, snack shop, arcade room and for additional use for two private studios for an art studio and music studio to be located upstairs not accessible to the public. A request that the Petitioner's return in six months of opening date and give an update of business operations. Also, completion of the commitment that was proposed by the Petitioner and his clients merging all of the Terms and Agreements in this Public Hearing and including Findings of Facts.

Motion passed unanimously by roll-call vote:

Mr. Burnham Aye
Mr. Parker Aye
Mr. Kiepura Aye
Mr. Bunge Aye
Mr. Jackson Aye

2. 2022-52 Kracht– 12841 Wicker Avenue – Variance of Use

Owner: Cedar Lake Commercial, LLC, PO Box 657, St. John, IN 46373

Petitioner: Kendra Kracht, 530 E South Street, Crown Point, IN 46307

Vicinity: 12841 Wicker Avenue, Cedar Lake, IN 46303

Mr. Bunge stated that the next order of Old Business is for a Variance of Use to allow Petitioner to operate a B-3 use in an existing building located in a B-2 Zoning District. The Business Operating plan to include: a retail store, three rage rooms, a room for glass throwing only, one stage for open mic night, snack shop, arcade room and for additional use for two private studios for an art studio and music studio to be located upstairs not accessible to the public.

Mr. Austgen advised the legal's are in order.

Mr. Vis, Vis Law, on behalf of the owner and Petitioner, stated the Petitioners would like to open an entertainment venue. The current zoning is a B-2, but is in a B-3 overlay.

Mr. Vis stated the clients are asking for this entertainment venue to include a retail store, three rage rooms, a room for glass throwing only, one stage for open mic nights and anticipating two nights a month, snack shop, arcade room and for additional use for two private studios for an art studio and music studio. Mr. Vis distributed a Surveyor Report to the Board for review and discussed the location of the parking lot, parking spaces and overview of the floor plan. Discussion ensued.

Ms. Abernathy commented when she spoke with Mr. Oliphant regarding what type of parking schedule would be needed, a rage room and amusement uses are not called out with the exception of bowling alleys. The Zoning Ordinance has shopping centers in the parking schedule and read the definitions for shopping centers. In discussions with Mr. Oliphant, it was agreed that the shopping center parking schedule is what would be acceptable for this petition.

Mr. Bunge asked does this include the practice space upstairs or the art studio. Mr. Vis stated those are anticipated for the client. Discussion ensued regarding square footage.

Discussion ensued regarding the parking spots and where they would be located.

Mr. Bunge opened the floor for public comment.

Mr. John VanBrien, 12828 Wicker Avenue, stated they are just North of the proposed venue and is against this project. A rage room, glass throwing room on Route 41 is bad public policy. The Petitioners have not reached out to local owners that he is aware of. He has not heard anything from the Petitioners as to how many security people would be needed, if any. Discussion ensued. He also commented to look at having this venue on the outskirts where there are bars and away from public other businesses and residences.

Ms. Abernathy commented she received communication per email from Mr. Dan Mihajlovic. His property is to the rear and his mother's property is the one directly South.

As per our conversation this morning, I am sending this email due to the fact I will not be in attendance for the board meeting on January 12th. I am out of town for work.

In addition to my first letter sent, I wanted to present more insight into our concerns. My mom has lived at 12845 Wicker for over fifty years. She has seen many businesses operate at 12841 for over 40 years and not once complained or expressed concerns, until now due the planned increased activity of subject property. The concerns being public/personal safety with traffic flow in and out onto US41 and parking cars onto 12845.

12841 has a shared ingress/egress access to US41, (one entrance/exit). The problem isn't entering the lot, it's exiting the lot. Cars will exit (at times) to both properties north and south of the subject property with minimal business activity, we are the property to the south (12845). With a planned increase in business activity, we feel that this behavior will get worse along with using 12845 as a parking area for overflow of business activity.

Mr. Bunge asked if there was any further public comment; seeing none, Mr. Bunge closed the floor for public comment.

Mr. Vis stated his clients would install permanent structure along the property to ensure nobody can traverse over the edge of the property. The fence has been repaired. The clients will have rules for their venue; including, anyone between the ages of 12 through 15 must be accompanied by a parent. Anyone between the ages of 15 through 17 must have a signed parent/guardian disclaimer on file and a copy of the parent/guardian driver's license. Protective gear will have to be worn in the rooms and there will be a maximum number of people allowed in some of the rooms. Only specific allowed items can be brought in to smash and then recycled or items can be purchased on site and not allowed to take them out of the building.

Mr. Kiepura asked about insurance and can open up liability to the Town. Can the Town request a Hold Harmless Clause in the insurance policy. Mr. Austgen responded in the negative. The Town has Tort Claim Immunity, insurance, and the police department.

Mr. Kiepura asked about what type of security would there be. Mr. Vis stated there would be only two people in a room at a time and someone will be present monitoring the rooms. Discussion ensued. Mr. Kiepura commented that he did some research on rage rooms and it could be a good thing but then it can also be a way of coping with frustration and anger. Mr. Vis stated this is why it is a controlled environment and there is a charge to do the smashing of bottles and other types of breakables.

Mr. Bunge asked about the live music and the room being 1,100 square feet and 22 parking spaces. This may bring in 40 patrons on a one given night and security may be an issue. Discussion ensued regarding enough parking spaces for patrons coming for the live music. Mr. Kracht commented on those specific nights there can be some type of security present.

Mr. Kiepura commented that the variance of uses would go from a B-2 property to a B-3 zoning district.

Mr. Parker asked if they need to make an appointment. Ms. Kracht commented people can come in with no appointment and there are other things to do besides the rage room.

Ms. Abernathy commented this was reviewed with the Building Department and the inspectors and there was no comment for the one variance of use. This would be a recommendation to the Town Council.

Mr. Bunge asked how the B-3 overlay for Route 41 Corridor works. This is a lot that is zoned B-2 to B-2 property and a B-3 use in a B-3 Overlay District. Mr. Kiepura responded in the affirmative.

Mr. Parker asked if it were Zone B-3, would they need a variance to open up a business like this. Ms. Abernathy commented for the additional use of the private studios. Discussion ensued regarding the uses of the other rooms.

Mr. Vis suggested a probationary period of six months and if there are concerns, they can come back in six months. If there are other requirements needed, and if this Body feels it appropriate; then, they can work something out on different nights and on those venue nights; to perhaps having security on staff.

Mr. Austgen stated the burden is on the Petitioner. The more unique the uses are, usually it is more of a sophisticated approval process. They are about to make a motion that will certify this matter for a recommendation to the Town Council. This should be a clean certification with all of this covered. They have remonstrator's here, property owners and the Route 41 Corridor. The documentation is good and Attorney Vis brought in floor plans, site plans, descriptions and that should be part of a certification to the Council but so should all the commitments. It can be done in the Findings of Fact with Certification from Town staff and Town Attorney. The simpler, but with a zoning commitment that Attorney Vis could prepare so they have it at their request and getting to the points is much cleaner.

Mr. Parker asked if there were other establishments like this in the Region. Ms. Kracht responded in the affirmative.

Mr. Vis commented to make a favorable recommendation and make it subject to my client's providing adequate and reasonable security protocols as well as adequate and reasonable parking lot safety measures.

A motion was made by Mr. Parker and seconded by Mr. Kiepura to defer this item to the next public meeting and work on a plan to move forward. Motion passed unanimously by roll-call vote:

Mr. Burnham Aye

Mr. Parker Aye

Mr. Kiepura Aye

Mr. Bunge Aye

Mr. Jackson Aye

2. 2022-52 Kracht– 12841 Wicker Avenue – Variance of Use

Owner: Cedar Lake Commercial, LLC, PO Box 657, St. John, IN 46373

Petitioner: Kendra Kracht, 530 E South Street, Crown Point, IN 46307

Vicinity: 12841 Wicker Avenue, Cedar Lake, IN 46303

Mr. Recupito advised the next order of business is for a Variance of Use to allow the Petitioner to operate a B3 use in an existing building located in a B2 zoning district. Mr. Austgen advised that the legals are in order.

Ms. Kendra Kracht and Mr. Michael Kracht, stated that we would like to open a Rage Room. It is currently in a B-2 zoning but it needs to be in a B-3 zoning.

Mr. Recupito asked what is a Rage Room. Mr. Kracht stated where you go in a room and take 20 minutes and smash up old plates, tvs, washing machines, and the like. There is also a small arcade and a stage hopefully to do an open mic night or concert event once a month.

Ms. Abernathy stated the proposed use would B-3 would fall under amusement which is part of the B-3 Zoning District, and would fit the comprehensive plan for U.S. 41 which the Town Council desires to have as B-3 along the U.S. 41 corridor. There is a B-3 Overlay District along the US 41 Corridor.

Mr. Kiepura asked how big is the property. Ms. Abernathy stated 41,540 square feet. Mr. Kiepura asked if it is all B-2 around that area. Ms. Abernathy stated yes. Mr. Recupito asked if they own the property. Mr. Kracht stated that they are leasing the property.

Mr. Kiepura stated if there is the open mic night and break night, then it would be two uses.

Mr. Wilkening asked if their stuff on the property needs to be thrown away. Ms. Kracht stated that the previous tenants threw it all out. Mr. Wilkening asked if people busted up washing machines, what is done with them. Ms. Kracht stated they would scrap the appliances and behind the property there is an overhang to store and once we get a trailer full of items, we would haul away to the scrap yard. Mr. Kracht commented there would be three different containers for scrap metal, plastic and glass wares and we will have to get an agreement with the dumpster company to see if we need a larger dumpster than what we have. There would never be any standing garbage, etc. We have an agreement with Mason's Appliance Company to bring appliances to us. Things brought to us would be stored inside. The whole backyard is fenced.

Mr. Wilkening asked if they would be adhering to the noise ordinance in town. Mr. Kracht stated yes.

Mr. Wilkening asked what is the occupancy for the building. Mr. Kracht commented he wasn't aware of what the occupancy is.

Mr. Jackson asked how much parking is there. Mr. Kracht stated there is 13 spaces and one handicapped. If restriped, then there would be two more spaces. The building total footprint is 32,00 square feet.

Ms. Kracht commented there will be three rage rooms, a glass only throw zone to throw glass bottles at a brick wall. Mr. Kracht stated he has a diagram of the layout. Ms. Abernathy stated this was not in the packet, but what was turned in was their business plan. Discussion ensued regarding diagram of the layout.

Mr. Kieupra asked how many people are anticipated at a show. Mr. Kracht stated maybe 50 or less. We are not anticipating more. Mr. Bunge stated you do not have parking for 50 spots. Mr. Kieupra with 30 to 100 square feet you need 16 parking spots.

Mr. Recupito asked how are these rooms constructed and how sounds in the building will not come out. Mr. Kracht stated other than insulation and the walls are 2 by 4 framing and sheeting on the sides. Discussion ensued regarding noise going to the outside.

Mr. Kieupra asked what the upstairs is for. Mr. Kracht stated it is a painting room and part recording space. Mr. Kieupra stated this is a third use.

Mr. Jackson asked if the upstairs is included in the square footage. Ms. Kracht stated no. The upstairs is about 600 square feet and is private. Mr. Kracht asked if it was a problem with the previous tenants. Discussion ensued.

Mr. Recupito asked if there was any public comment for or against this variance. Mr. Dan Mihajlovic, 11102 W. 129th, I'm co-trustee on 12845 Wicker Ave. The property is South and property East of said property we are talking about. They have had cars parking on his mother's property. There's junk and garbage on the sides and back of the building. The parking is an issue and accidents on Route 41 with the congested traffic. Mr. Mihajlovic stated he is concerned that the building is not sound proof. Discussion ensued regarding the concerns.

Mr. Trent Vanderzee, 13731 Deodor Street, I'm here to speak against the petition. I do not think it is a good idea, encouraging people to take out their aggression violently. In my opinion, is not a good idea and encourages violence. He feels they should not have it here.

Mr. Recupito commented that the public portion is now closed.

Mr. Recupito stated they heard some of the remonstrators' concerns and Mr. Recupito asked if there is going to be a problem with parking. Mr. Kracht stated he didn't think so. The entrance goes to the gate to the back.

Ms. Abernathy stated that the sound stage and the one night entertainment is not specifically called out in any portion of the Zoning Ordinance except for a tavern in a B-2. It would appear to apply to entertainment. Mr. Recupito asked are we looking at two uses now. Ms. Abernathy stated it could fall under amusement. Mr. Austgen stated it is two uses.

Mr. Kieupra asked what kind of painting do they do. Mr. Kracht stated oil paintings. Mr. Kieupra stated that there is band practice upstairs and there is a third use. It is not for a rehearsal hall, painting studio. Discussion ensued.

Mr. Kieupra stated his concerns about the entertainment and that the building isn't big enough and enough parking.

Mr. Recupito commented there are several uses being discussed and when you look at the Findings of Fact and a Variance of Use, there are five. The one being the approval will not be injurious to the public health, safety, morals and general welfare of the community. We have to consider the Findings of Fact.

Mr. Jackson what are the intended hours of operation. Mr. Kracht commented Wednesday through Sunday. Wednesday and Thursday, 4 pm to 10 pm, Friday 4 pm to 12 midnight, Saturday 2 pm to 12 midnight and Sunday 2 pm to 10 pm. The Saturday has a noise ordinance.

Mr. Recupito asked Mr. Austgen if they have more than one use and was not advertised as multiple uses, will this be a problem. Mr. Austen advised that they need a proper request to be made and a proper application form for the second use. Discussion ensued.

Mr. Recupito stated that the original petition is for a simple B-3 use and a B-2, but there is more than one use. Mr. Kracht would like to clarify that. We explained the full business plan in full. We were told that would be an entertainment use. Mr. Kracht asked what needs to be clarified.

Mr. Austgen stated that this is a public hearing and everything that has been said and talked about is on the record and is official. What has been said elsewhere and has gotten here cannot answer. Mr. Kracht wants clarification. Ms. Abernathy commented that they need to talk with her and they can get the application updated and new advertisement as well.

Mr. Kiepura stated the one remonstrator mentioned that the property was 120 by 330 and that comes to 39,600 and the 40,000 is the square footage for B-3. Ms. Abernathy calculated off the measurements Lake County GIS. Mr. Kiepura asked if this was calculated as the square footage which is 41,000 square feet. Ms. Abernathy responded in the affirmative.

Mr. Recupito asked the Kracht's were clear of what needs to be done. Mr. Abernathy stated they need to call her and can get it updated and get on the January 12th agenda.

Mr. Kiepura asked if they can get some pictures of the back property and wants to see pictures of the fence. Discussion ensued. Mr. Kiepura stated that they need to give serious thought regarding live entertainment.

Mr. Jackson asked how close is the first residential property. Mr. Kracht stated 40 feet to the next house to the north. Ms. Abernathy stated 44 feet from the north and approximately 150 feet to the south.

Mr. Recupito entertained a motion defer this item to January 12, 2023. A motion was made by Mr. Bunge and seconded by Mr. Jackson. Motion passed 4-Ayes to 1-Nay by roll-call vote:

Mr. Jackson	Aye
Mr. Wilkening	Nay
Mr. Kiepura	Aye
Mr. Bunge	Aye
Mr. Recupito	Aye



Town of Cedar Lake

Department of Planning, Zoning and Building
7408 Constitution Avenue, P.O. Box 707, Cedar Lake, IN 46303
Tel: (219) 374-7400 Fax: (219) 374-8588
www.cedarlakein.org

*OFFICE USE ONLY

DOCKET NO. 2022-52
FILING FEE 850
RECEIPT NO. 633192

VARIANCE APPLICATION

PROPERTY ADDRESS: 12841 Wicker Ave Cedar Lake IN 46303 ZONING B-2
TAX KEY NUMBER(S): _____

PETITIONER(S) INFORMATION

NAME: Kendra Kracht Phone: 219-661-6666
ADDRESS: 530 E South Street Alt. Phone: 219-661-6666
CITY, STATE, ZIP: Crown Point IN 46307 Email: rick@cedarlakein.org

OWNER(S) INFORMATION

NAME: Cedar Lake Commercial Phone: _____
ADDRESS: _____ Alt. Phone: _____
CITY, STATE, ZIP: _____ Email: info@schillingconstruction.net

REQUEST (check all that apply):
☐ DEVELOPMENTAL VARIANCE (see page 3)
☒ USE VARIANCE (see page 4)
☐ APPEAL (see page 5)

DESCRIBE THE VARIANCE REQUEST:

B3 USE in a B2 ZONING district

I (We), the undersigned, now state that the information contained in this application and all attached exhibits are true and correct to the best of my (our) knowledge.

Signature(s) of Owner(s)

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Subscribed and sworn to before me on this 21 day of
October, 2022.

Notary Public

My Commission expires: 10-20-2027

Signature(s) of Petitioner(s)

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Subscribed and sworn to before me on this 21 day of
October, 2022.

Notary Public

My Commission expires: 10-20-2027

Variance Request Worksheet – Variance of Use – Petitioner Use

1. The approval will not be injurious to the public health, safety, morals, and general welfare of the community (Consider whether or not the granting of the variance will hurt or harm the Town – why or why not, and what harm could occur?)

Because, We will not encourage or allow any immoral, illegal, or dangerous behavior by guests on the property or within it. Region Rage guests participating in the rage room will be required to follow safety protocols for their own protection. We hope that this business will be a Benefit to the Community offering a non alcoholic entertainment venue for the Young adult community within the Town of Cedar Lake and surrounding Areas.

2. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner (Consider whether neighboring property will suffer any major negative impacts – what impacts can the neighbors realistically expect?)

Because there are no exterior alterations occurring to the property, the adjacent properties will not be affected in a substantially adverse manner, we feel that adjacent properties may well be affected in a positive manner as we draw customers to Region Rage, they then may also visit adjoining Business's while in the area.

3. The need for the variance arises from some condition peculiar to the property involved (Consider whether there is some unique problem with the site that makes it unable to meet the Zoning Ordinance Standards – what would the problems be?)

Because the Property is currently zoned B-2(which it has been zoned for some time) and

Region Rage Needs to be run within B-3 zoning and also because we would like to have 2 uses on 1 lot the need for the variance arises

4. The strict application of the terms of the Zoning Ordinance will constitute an unnecessary hardship if applied to the property for which the variance is sought (Consider what it would be like if the site were developed meeting the requirements of the Zoning Ordinance – what would the difficulties be?)

Because the strict application of the terms of the Zoning Ordinance would constitute the

Town of Cedar Lake not benefiting from additional B-3 zoning along the US 41 Corridor for which the Town Comprehensive plan clearly indicates a desire for.

5. The approval does not interfere substantially with the Comprehensive Plan (Consider whether there are major conflicts with the Comprehensive Plan – if so, what are they?)

Because The Towns Comprehensive Plan indicates a Desire for more B-3 Zoning along the US 41/Wicker Avenue Corridor.

If ANY of the criteria have been checked as “no”, the Variance of Use may not receive a Favorable Recommendation to the Town Council

If ALL criteria have been checked as “yes”, then a Favorable Recommendation to the Town Council is justified.

VIS LAW, LLC
ATTORNEY AT LAW
Licensed in Illinois and Indiana

12632 Wicker Avenue, Cedar Lake, Indiana 46303
Mailing Address: P. O. Box 980, Cedar Lake, Indiana 46303
Telephone (219) 230-4533
Facsimile (219) 533-4281

NATHAN D. VIS
ndv@nvislaw.com

LISA KMETZ, PARALEGAL
paralegal@nvislaw.com
RACHEL PHIPPS, PARALEGAL
realestate@nvislaw.com

February 3, 2023

VIA EMAIL

Cedar Lake BZA

Re: Rage Room

Dear Board:

I trust this finds you well. Please find attached, as a supplement to our prior conversation regarding the approval of the Rage Room being requested, located at 12841 Wicker Ave., Cedar Lake, Indiana, the following information. Attached for your review is an updated layout for the parking lot, an updated portion to the business plan, a proposed Use Agreement for the property, and follow up communication from my client's insurance carrier.

Since our last meeting, my clients and I have reached out to involved stakeholders, as well as similarly situated businesses, and have gleaned the following information.

- a. From my client's insurance carrier, who also insures other similar type businesses, he has expressed that he is unaware of any claims for violence or similar claims being submitted for those businesses. Nor is he aware of additional security requirements for said entities.
- b. In conjunction therewith, I have also spoken with the City of Lafayette, Indiana, Engineering/Planning Department, in regards to a Rage Room which was approved and opened in the fall of 2022. In speaking with Matt, he has indicated that the proposed business met their requirements for their zoning for amusement, and they had no additional restrictions or requirements for the operation of said business. In addition, he has also indicated that to date, he is unaware of any instances involving the police or other activity, which would suggest that this business is detrimental to the community.
- c. Beyond the above, we have been in contact with both the Merrillville and Fort Wayne Police Department, as to whether or not they have any reported incidences in relation to any Rage Rooms being operational in their communities. Both Merrillville Police Department and the Fort Wayne Police Department have indicated that they are unaware of any problems arising from the operation of a Rage Room in their cities.

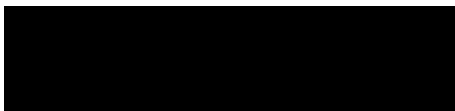
Value. Integrity. Service.

Business. Real Estate. Estate Planning. Personal Injury.

- d. **Parking.** In regards to the parking lot, I have attached hereto an outline which shows sufficient parking spaces can be made available. In addition, during public hearing, it was raised by a neighbor, that prior tenants had utilized their backyard to traverse across to the adjacent street. The owner of this property was unaware of this use, and it is unclear as to how long ago this allegedly occurred. It does not appear to be a repeat offender issue, and my suggestion is that my clients place their employee parking at the southeastern edge of the parking lot, which appears to be the space where trees are not planted, so as to be a barrier against this happening. And, the owner has committed, should this be an actual verified concern in the future, to planting a row of arborvitaes along the edge of the parking lot as a natural vegetated barrier to prohibit this from happening.
- e. **Participants.** It is my understanding that concern has been raised as to the age of participants. My clients have planned that any participants between the age of 12 and 14 must be accompanied by a parent or guardian, and for those who are 15 to 17, they must have a signed parent/guardian waiver on file, which is signed in front of an owner/applicant employee. I would note, only two participants are to be allowed in a smash room at any one time, and these three rooms will be actively monitored by an employee.
- f. **Venue.** The venue shall have a cap on the number of persons allowed therein, based upon a review with appropriate Cedar Lake officials. In conjunction therewith, any time the venue is to be used, there will be active employee monitoring of said event.
- g. **Hours.** The hours of operation for the business will be Wednesday – Friday, 4:00 p.m. – 10:00 p.m., and Saturday – Sunday, 2:00 p.m. – 10:00 p.m. In conjunction therewith, business owners fully recognize and appreciate that any operation of the venue shall not be done in a manner which is a nuisance to the community.

I have also attached hereto a few pictures which depict the layout of some of the rooms. Please note, the entertainment to be provided by my clients will be done in a manner which is safe and under supervision. We look forward to dialogue this upcoming week and hopeful approval, to make this business operational.

Respectfully,



Nathan D. Vis

NDV/rmp
Enclosures

Value. Integrity. Service.

Business. Real Estate. Estate Planning. Personal Injury.



Town of Cedar Lake

Department of Planning, Zoning and Building
7408 Constitution Avenue, P.O. Box 707, Cedar Lake, IN 46303
Tel: (219) 374-7400 Fax: (219) 374-8588

*PERMIT # 22-747

BUILDING PERMIT APPLICATION

TYPE OF IMPROVEMENT Occupancy / Remodel / Sign TOWNSHIP Hanover

ADDRESS 12841 Wicker Ave Cedar Lake IN 46303 TAX KEY#

LOT SUBDIVISION CONSTRUCTION VALUE \$

Owner Cedar Lake Commercial Phone 219-365-5811 E-mail info@schillingconstruction.net

Contractor: / Renter: Kendra Kracht Address [REDACTED]

Phone [REDACTED] E-mail Address hugesreelstudios@hughesreel.com Cedar Lake License #:

* IMPROVEMENT DETAILS:

Flood Plain ☐

Structure Dimensions: Width Length Height

Building Setbacks: Front Right Left Rear

Size (Sq Ft): Building Garage No. of Beds No. of Baths

Basement (Sq Ft): Finished Unfinished ☐ Walkout ☐ Slab ☐ Crawlspace

ELECTRICAL WORK: AMP 200-Exists Temp Pole NO Upgrade NO Service Turn On NO

PLUMBING WORK: No. of Fixtures Basement Rough Water Line Size Meter Size Well YES

MECHANICAL WORK: No. of Furnaces No. of A/C Units MISC: Deck (Sq Ft)

Shed (Sq Ft)/Material: Fence Height/Material: Sign (Sq Ft) Pool

ADVANCED STRUCTURAL COMPONENTS (I.C. 22-11-21-2): Construction will consist of lightweight I-joists or lightweight roof trusses that have less mass cross-sectional area than sawn lumber of equivalent proportions used in an equivalent application; and are assembled from combustible or noncombustible materials, or both. (If Yes, Fill out Firefighter Safety Notification as required by I.C. 22-11-21-9) ☐ Yes ☒ No

REQUIREMENTS FOR CONSTRUCTION:

1. Plat of Survey showing; Location of existing & proposed structures, all setbacks, existing & proposed grades.
2. Two (2) Sets of Drawings showing: Floor Plans, Foundation, Elevations, Electrical Plans, Wall cross sections, etc.
3. New Homes require Energy Documents and Truss Certifications. An As-Built survey is required at final inspection.
4. All contractors shall be licensed with the Town of Cedar Lake. Erosion Control is required.

I hereby certify the above has been reviewed and all information is true and correct.

[REDACTED]

Signature of Owner/Contractor

Date 10-7-22

*OFFICE USE ONLY-Updated 7/12/2022

Date Application Received: 10/7/22

BZA/Plan Approval

Approved By: Date

Building Commissioner

Remarks:

Zoning Fee

Building Fee

Sewer Tap Fee

Sewer Dev. Fee

Water Tap Fee

Water Dev. Fee

Park Impact Fee

Total \$

Receipt#

Date Paid

Released By 58

RIDGE STREET STUDIOS LLC.
D.B.A.



RAGE ROOM AND ENTERTAINMENT VENUE

REGIONRAGE.COM

OWNER: KENDRA KRACHT SMASH MASTER: MICHAEL KRACHT

PREPARED BY : KENDRA KRACHT

Company Overview

Ridge Street Studios LLC. DBA Region Rage is a revolutionary new business located in Cedar Lake, Indiana that is breaking into the entertainment industry.

Region Rage features Cedar Lake, Indiana's first Entertainment Rage Room.

A rage room, also known as a smash room, is a business where people can blow off some steam by destroying objects within a safe controlled environment.

The Rage Room includes items such as glass wear, liquor bottles, furniture, lamps, vases, used electronics, etc.

Guests will be required to wear protective gear while in the rage room.

After guests have signed the liability form, and picked out their smashables, they will put on their Protective Gear, and spend up to 15 minutes in the rage room smashing their chosen items into pieces.

Guests get to choose how they break their items - by throwing them against hard surfaces, throwing other items at them, or by smashing them with the provided tools such as hammers, mallets, wooden bats, metal bats, golf clubs, etc.

Guests may also bring their own possessions to destroy if they so wish.

(Nothing poisonous or toxic, No light bulbs, aerosol cans, gas cans, no tube TVs, no old computer monitors. Smash Master will have final say on items brought in by guests)

Mission Statement

Region Rage will at all times demonstrate commitment to sustainability, both individually and as a business by actively participating in our community, and integrating sustainable business practices wherever possible.

Ridge Street Studios LLC is a family owned and operated Art and Entertainment company.

Vision Statement

Region Rage offers guests a “break” from the norm, a place to rage out their frustrations, a place to have fun, a place to hang out with friends, and of course, a place to break things without consequence in a controlled environment.

We are optimistic that everyone who makes use of our rage room will smash their cares away and leave feeling a sense of R&R - Rageless Relaxation!!

Region Rage Community Outreach

Region Rage will try to put focus on the community, hosting “Fundrager’s” to raise money and awareness for local organizations within the community. During these nights, 10% of all profits earned will be awarded to the organization being recognized.

At Region Rage We Think Recycling is an absolutely smashing idea!!

Region Rage will work with local businesses in the area collecting smashable products that would otherwise be thrown away, then we will work with local waste companies to finish the recycling process.

Operation Plan and Location

Kendra Kracht: Owner/operator/Manager.

Michael Kracht: Owner/operator/Manager.

Region Rage plans to eventually hire 1-2 additional employee to help keep the Region Ragin'

Ragion Rage has found its home at 12841 Wicker Ave in Cedar Lake Indiana.

Region Rage will draw ragers from all over Lake County, more directly pulling from south Lake County and the surrounding areas.

Parking Plan

The building that Region Rage will be renting is 56 x 68 and has an established parking lot. In the established parking lot there are currently 12 regular parking spots and 1 handicap parking spot available.

Hours of Operation

Wednesday - Thursday 2 p.m. - 10 p.m.

Friday 2 p.m. - 10 p.m

Saturday 12 p.m. - 10 p.m.

Sunday 2 p.m. - 10 p.m.

At Region Rage we know that rage is unpredictable and has a pretty flexible schedule, so we invite our guests to come in anytime we're open, no appointment necessary,

Region Rage is sure to provide its guests with some quality R & R: Rage & Relaxation!

Market Comparison and Analysis

Though Region Rage doesn't have any direct competitors in the local market, it indirectly competes with other local entertainment outlets in Cedar Lake, Indiana such as escape rooms, local bars and restaurants

Region Rage does have one direct competitor in the Lake County market, Epiphany and Co. located in Merrillville IN. Epiphany and Co. is a rage room, similar to that of Region Rage, However, Region Rage is so much more.

Region Rage is not just Rage Rooms. It is also a store front featuring the artwork of Michael Kracht and other local artists from the community. The wRECK room at Region Rage, is home to house band Stolen Goods and the Rage Stage.

Once a month Stolen Goods will perform on the Rage Stage, and Once a Month Region Rage will encourage other local entertainers to come out and perform Their craft on the Rage Stage. The wRECK Room will also feature a pool table and Ariel Alley, a glass only throw zone, and a free play arcade game room for guests to enjoy while they are waiting for their turn in the rage room.

Market Research

We conducted an exploratory target market survey among locals in the community to determine if there was a want or need for Rage Room in this area.

The survey results showed us that in our target market 15-30 year olds, 88.8% of people would be interested in smashing things to pieces to have fun and blow off a little steam.

After realizing this, we knew Region Rage would be a perfect fit.

Target Market

Our direct target market will be ragers aged between 15 and 30. By primarily focusing on high school students, college students, professionals, parents of toddlers and teens, tourists, and anyone else who needs to let loose, we will prove to our community that breaking things can be a lot of fun! We believe our guests will be able to see the humor in and experience the thrill of taking a swing to let off steam and have a good time without causing any meaningful destruction. This could include customers booking the space for birthday celebrations, bachelor or bachelorette parties, stressed out workers on lunch break, for anyone who has just been dumped, or is just down in the dumps, individuals or as a group, smashing stuff, legally, that isn't yours, can be a great way to relax.

Marketing and Advertising Strategy

We will rely heavily on social media to achieve brand awareness. Region Rage's position as the first entertainment rage room of its kind in the Town of Cedar Lake will be greatly emphasized.

We will reach our target market by:

- Ensuring that all our staff members wear our branded Region Rage shirts
- Ensure all our vehicles associated with Region Rage are well branded with our logo.
- Delivering a consistent experience to all our customers

Smashable Donations and Monetary Donations

Region Rage will accept item donations to bring down inventory costs. We will accept almost anything that can be broken. * Items should be relatively clean. Region Rage will also accept monetary donations to help bring down the cost to keep the Region Ragin'.

The wRECK Room At Region Rage

The wRECK Room is the heart of Region Rage. Home to the Rage Rooms, Ariel Alley, Rage Arcade, and the Region Rage Stage. The wRECK Room will host small events featuring Local Entertainers.

Free Play Arcade Game Room at Region Rage

While waiting for your turn to rage, or just because its fun, Guests can play games for free at The Rage Arcade, with classic titles, in fresh cabinets.

Aerial Alley

While waiting for a turn in the Rage Room guests can visit Aerial Alley.

Aerial Alley is a glass throw zone featured at Region Rage.

Guests can compete with friends to see if they can throw far and hard enough to smash the targets located at the end of the alley.

Memberships

Membership includes:

- **Your First Rage**
 - **20% off of all future rages**
 - **20% off Apparel**
 - **Region Rage Members T-Shirt**
 - **Access to monthly Member Appreciation night with \$15.00 Rages for members**
- And most importantly:**
- **The ability to flex on your friends that you have membership and they don't**

Region Rage Loyalty Card

Check out the Region Rage Loyalty Card Program. Get your Region Rage Loyalty Card punched 10 times and you get your 11th rage free.

Region Rage Rules

1. **All ragers MUST have a signed Waiver Form on file.**
2. **Ragers 12-15 MUST be accompanied by parent/guardian, and have a signed parent/guardian waiver on file**
3. **Ragers 15-17 MUST have a signed parent/guardian waiver on file**
4. **Up to 2 ragers in the rage room at a time**
5. **MANDATORY Attire**
 - **long sleeves, long pants - jeans, or other heavy duty materials work best.**
DO NOT wear yoga pants, high waters, or shorts
 - **No visible skin**
 - **Closed-toed shoes**
 - **Protective Head/ Eye gear provided**
6. **The Smash Master is the final authority**
 - **They will be listened to and respected at all times.**
 - **Anyone who fails to listen to the Smash Master's directions will be asked to leave**
7. **Rules may be added or changed at any time without notice,**
 - **make sure you ask your Smash Master if you have any questions, or if you are unsure if something is allowed**

Pricing

Region Rage is a relatively affordable “break” from the norm. Each 15 minute session in the Rage room is \$30.00 per person and includes one crate filled with your chosen smashables. Additional time can be purchased for \$2.00 per minute, and additional items can also be purchased. (Prices vary.)

Region Rage will host one show per month featuring the house band Stolen Goods, Free with purchase of a rage or \$15.00 without rage

Region Rage also offers memberships, artwork, t-shirts and snacks available for purchase in order to generate additional income for Ridge Street Studios LLC. business expenses. Having a Clover account means Region Rage accepts most forms of payment because we are quite aware that different customers prefer different payment options.

Region Rage Price Sheet

- **Region Rage Every Day Guarantee IF YOU'RE 103 YOU RAGE FOR FREE!!**
- **Up to 15 minutes in the Rage Room** **\$30.00**
 - Includes a crate filled with smashables
- **Additional items to smash** **\$3.00 - \$5.00**
- **Additional Time per minute** **\$2.00**
- **wRECK Room Admission without Rage Purchase** **\$15.00**
- **Aerial Alley** **Case of Bottles** **\$5.00**
- **Video Downloads** **\$2.00 each**
 - All Rages are recorded, and used for promotional and advertising purposes.
- **T- Shirts** **\$20.00**
- **Glass Glitter Bombs** **Large \$12.00**
Small \$ 8.00
- **Gift Cards** **\$10/15/20 25/50/100**
- **Michael Kracht Original art works and oil Painting Prints** **\$35.00**
- **Prepackaged candy and snacks** **Prices Vary**
- **Bottled Water** **\$1.00 each**
- **Memberships** **\$20.00 per month**

Exit Strategy:

It is the intent of Region Rage to repay any start-up loans accrued within 3 years.

Ideally, Region Rage will remain open for another 2-3 years, after loan repayment, at which time, decisions will be made in regards to its future.

One of three options will be implemented: The Part of Ridge Street Studios LLC. that is Region Rage will either remain in business under the same owners, be sold to new owners, or close entirely. Decisions made at that time will be based on the entertainment market and the Region's needs of that time.

Terms and Conditions Waiver

In consideration of my being allowed to use the services, equipment, and facilities of Ridge Street Studios Region Rage, I hereby acknowledge and agree to the following terms and conditions:

ASSUMPTION OF RISK: I hereby acknowledge, accept and agree that the use of or participation in a rage room, related activities, and that the use of Ridge Street Studios Region Rage Rage Room's services, equipment, and facilities are inherently dangerous. Participation in a rage session and related activities may place unusual stresses on the body and is not recommended for persons suffering from asthma, epilepsy, cardio disorders, respiratory disorders, hypertension, skeletal, joint or ligament problems or conditions, and certain mental illnesses. Women who are pregnant or suspect they are pregnant and persons who have consumed alcohol or are otherwise intoxicated are not recommended to engage in rage room sessions.

I have been advised to consult with my medical practitioner if I have any concern about my medical condition or fitness to engage in a rage room session. I have received full information regarding Ridge Street Studios Region Rage Rage Room's services, equipment, and facilities and have had the opportunity to ask any questions that I had regarding the same. I have full knowledge of the nature and extent of all the inherent risks associated with rage rooms and the services, equipment, and facilities used in rage rooms and related activities at Ridge Street Studios Region Rage Rage Room, which may include but are not limited to:

- a. Any and all manner of injury, including without limitation the possibility of serious injury or death, resulting from any of the services, equipment, and facilities at Ridge Street Studios Region Rage Room, including without limitation, slipping or tripping on debris and hitting the floor, equipment, weapons, people or debris, whether permanently or temporarily in place, failure to wear protective gear, flying debris or any other consequence whatsoever of utilizing Ridge Street Studios Region Rage's services, equipment, and facilities;**
- b. Injuries resulting from the actions or omissions of others, including but not limited to slips, trips and falls of other participants and flying debris;**
- c. Cuts and abrasions resulting from skin contact with damaged items, debris, or any other surface, person, or equipment;**
- d. Injuries resulting from shock, stress or another injury;**
- e. The aggravation or worsening of any existing medical condition;**
- f. Failure or misuse of safety gear, weapons, or any other items or equipment;**

g. Failure to follow Ridge Street Studios Region Rage's employee instructions or failure to ask for information or assistance;

h. Any injury that may occur while moving on or about the premises for any reason, including but not limited to slips, trips and falls, and any and all inherent risks of the use of or participation in a rage room, and the services, equipment and facilities used in Ridge Street Studios All Rage Rage Rooms and related activities at Ridge Street Studios Region Rage

I further acknowledge that the above list is not inclusive of all possible inherent risks associated with the use of Ridge Street Studios Region Rage's services, equipment, and facilities, and I agree that such list in no way limits the extent or reach of this Assumption of Risk, Release, and Indemnification.

In consideration of my use of Ridge Street Studios Region Rage Room's services, equipment, and facilities, and/or participation in any program, competition, special event, group or party offered by or held at Ridge Street Studios Region Rage, I hereby release and discharge Ridge Street Studios Region Rage, as well as its members, managers, officers, directors, owners, employees, agents and contractors, from any and all liabilities, suits, claims, causes of action, demands, damages (including attorneys' fees and expenses), losses or costs of any nature whatsoever incurred by me or that are in any way related to or arising out of the use or intended use of Ridge Street Studios Region Rage's services, equipment, and facilities, whether supervised or not, including, without limitation, all claims for property damage, personal injuries or wrongful death, whether or not there are any allegations or charges of negligent acts or omissions on the part of any other parties, including Ridge Street Studios Region Rage.

INDEMNIFICATION: I hereby agree to indemnify Ridge Street Studios Region Rage, as well as its members, managers, officers, directors, owners, employees, agents and contractors, from any and all liabilities, suits, claims, causes of action, demands, damages, losses or costs of any nature whatsoever arising out of, or in any way relating to, my use of or movement in or throughout Ridge Street Studios Region Rage's services, equipment, and facilities, whether or not there are any allegations or charges of negligent acts or omissions on the part of any other parties, including Ridge Street Studios Region Rage.

I understand and agree that Ridge Street Studios Region Rage and its personnel or staff reserves the right to deny access to its facilities to any individual, permanently or for a specified period of time, for any breach of Ridge Street Studios Region Rage's policies, rules and regulations, for any conduct that is viewed as unsafe or inappropriate, or for any other reason whatsoever, whether disclosed or not.

While using Ridge Street Studios Region Rage's services, equipment, and facilities, I consent to Ridge Street Studios Region Rage capturing any form of media containing my image, be it photo or video, and agree that any such media may be used for any and all purposes that Ridge Street Studios Region Rage deems appropriate in its sole and absolute discretion. Unless or until I instruct otherwise.

Ridge Street Studios Region Rage may add my email address to their mailing list for Ridge Street Studios Region Rage updates and promotions.

This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death or incapacity. By signing this agreement, I waive the right to bring a court action to recover damages or obtain any other remedy for any injury to myself or death, or any damages to my property, however caused, arising out of my use of or movement in or throughout

Ridge Street Studios Region Rage's services, equipment, and facilities, now or any time in the future, whether or not there are any allegations or charges of negligent acts or omissions on the part of any other parties, including Rage Room. I agree to pay for any and all reasonable attorneys' fees and expenses incurred by Ridge Street Studios Region Rage as a result of any claims made by me or on my behalf in contravention of this agreement who agree to these terms and conditions on my behalf.

I am at least 18 years of age and legally competent to sign this agreement. This Assumption of Risk, Release and Indemnification shall be effective and binding upon me and upon my assigns, heirs, representatives, executors and administrators. If I am under the age of 18, this release must also be signed and filled out below by my parents or guardian.

My participation in this activity is purely voluntary, and I elect to participate in spite of the risks described herein. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or I will otherwise agree to bear the costs of such injury or damage. I further certify that I have no medical or physical conditions which interfere with my ability to participate safely in the use of Ridge Street Studios Region Rage's services, equipment, and facilities, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

I agree that the validity and enforceability of this release of liability and assumption of risk will be governed by the laws of the State of Indiana, without regard to its conflict of law rules, and venue for any proceedings regarding this agreement shall be in the state courts located in Lake County, Indiana. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I have had sufficient opportunity to read this entire document, as well as the opportunity to ask questions about this document if I have any. By signing this agreement, I acknowledge that if anyone is hurt or property is damaged while I am on the premises, I may be found by a court of law to have waived my right to maintain a lawsuit against Ridge Street Studios Region Rage, as well as its members, managers, officers, directors, owners, employees, agents and contractors, on the basis of any claim from which I have released them herein.

Participant's Signature:

Date:

First Name Last Name (Please Print)

Email

PARENT'S ADDITIONAL ASSUMPTION OF RISK, RELEASE, AND INDEMNIFICATION TO BE READ AND SIGNED BY PARENT OR LEGALLY APPOINTED GUARDIAN OF MINOR In consideration of the above minor, being permitted by Ridge Street Studios Region Rage to participate in its activities and to use its services, equipment, and facilities, I, hereby agree to release Ridge Street Studios Region Rage from any and all Claims resulting from the aforementioned minor's participation in or use of Ridge Street Studios Region Rage's services, equipment, and facilities and have described the risks and dangers of these activities to the minor, who chooses to participate in spite of the risks. I am familiar with and consent and agree to the terms and provisions set forth in this Assumption of Risk, Release and Indemnification, and I agree to all of its terms and conditions on behalf of myself and the aforementioned minor for whom I am signing.

Participant's Parent/Guardian Signature:

Date:

First Name Last Name (Please Print)

Email

Ridge Street Studios LLC. DBA: Region Rage

**Region Rage
Rage Room & Entertainment Venue
Proposed Operating Plan**

Hours of Operation

Wednesday 4 pm-10 pm
Thursday 4 pm-10 pm
Friday 4 pm-10 pm
Saturday 2 pm -10 pm
Sunday 2 pm -10 pm

Region Rage will have a minimum of 3 Employees

- 1 Cashier (Admissions, Snacks, and Art Sales.)
 - 2 Staff Members:
 - 1 to monitor Smash Rooms at all times
 - 1 to monitor wRECK Room and Arcade at all times.
- **1 additional staff member will be in-house on Open Mic/Stage Event Nights.**

Region Rage will also install security cameras in

- Rage Rooms
- Common Areas of Building
- Parking Lot

Cameras will run live feed to screens used by employees to assist in monitoring.

Region Rage has 3 Smash Rooms

- Region Rage will only allow 2 participants in a smash room at one time
- Participants are allowed to be in the smash room for up to 15 min unless extra time is purchased at time of admission

Region Rage has a Free play arcade game room featuring Classic Arcade Titles and a snack shop to entertain guests while they wait for their turn in the smash room

Region Rage also features a glass only throw zone called Ariel Alley

Guests can purchase cases of glass bottles and throw them at targets located at the end of the alley, while they wait for their turn in the smash room.

Region Rage hopes to host 2 open mic/stage events per month.

This night will hopefully feature local entertainers from the Community such as Musicians(electric or acoustic), Poets and Comedians.

The Merrillville Police department was contacted and they (Olivia) said there had been no reported incidents or any increased crime due to Epiphany and Co operating a Rage/Smash room in their town.

The Fort Wayne Police department was contacted, They did not know of any problems arising around the operation of All The Rage Rage/Smash room in their city.
They referred us to their crime statistics department for an official statement.
We have yet to receive word back from them.

Emails were sent to the following operating rage rooms

- Out Rage Smash Room
- Kanya Lounge
- All the Rage
- The Rage Arena
- Smash City San Diego
- Destruction Depot
- Epiphany and Co.
- Escape Evansville
- Wreck A Room

Asking the following questions

- Do you have a security Guard on staff? Full or Part Time?
- Do you feel that your Rage Room attracts violent individuals or that your customers are genuinely seeking fun.
- Have you noticed an uprising in Violent Crime in your community, surrounding or because of your Rage Room business?
- Have you had any police related issues surrounding or because of your Rage Room business?
- Were you given any restrictions from the City, Town, or Municipality your Rage Room business is located in?

We have not yet received a response from any of them.

REGION RAGE MAIN FLOOR/PUBLIC SPACE

PARKING CALCULATIONS

BUISNESS 1 SPOT PER 200Sq.Ft.

1600Sq.Ft.=8 SPOTS

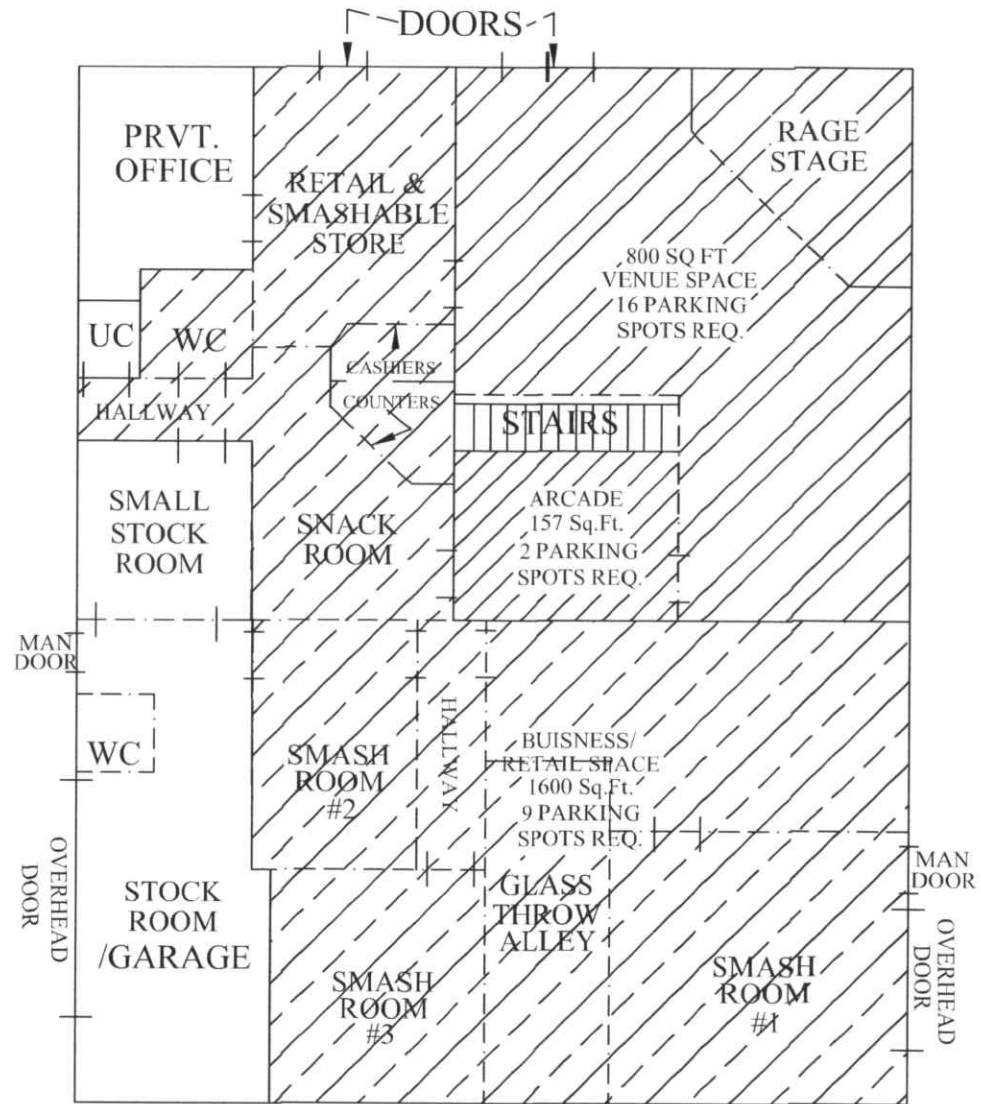
ARCADE 1 SPOT PER 100Sq.Ft.

157Sq.Ft.=2 SPOTS

VENUE 1 SPOT PER 50Sq.Ft.

800Sq.Ft.=16

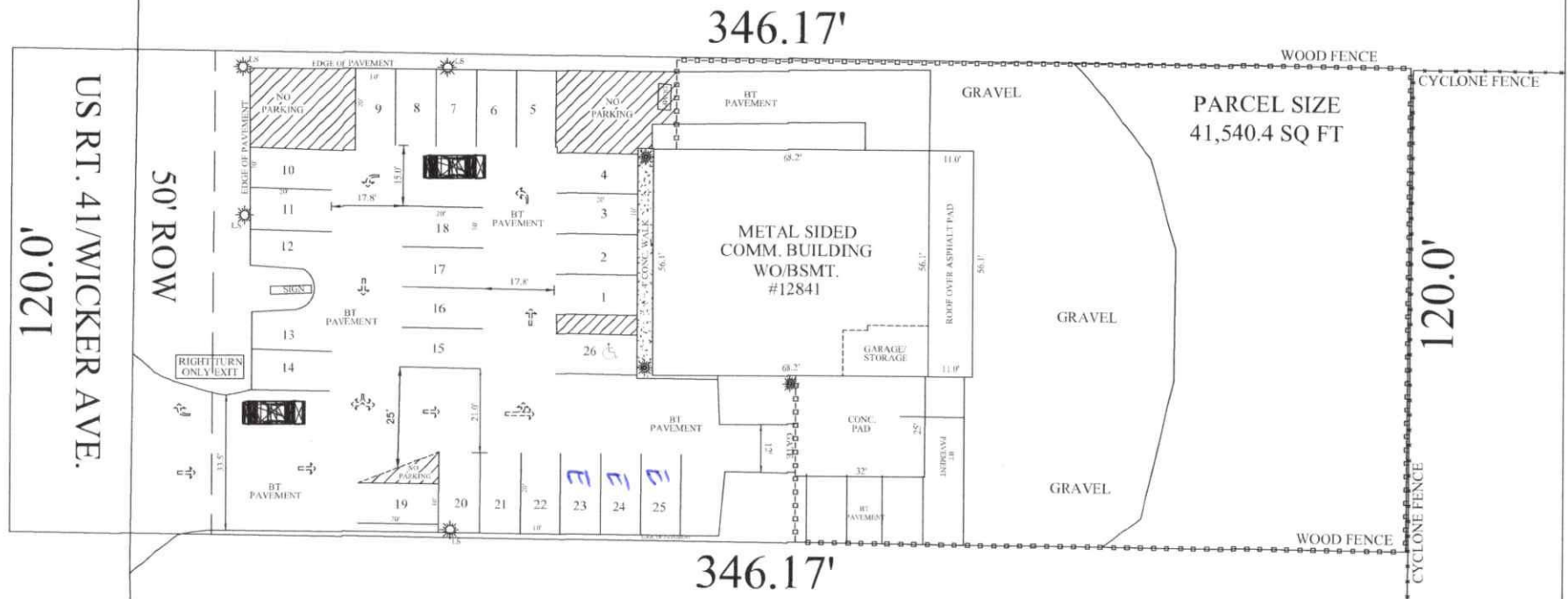
TOTAL REQUIRED SPACES=26





THIS REPORT IS DESIGNED FOR USE BY A TITLE COMPANY WITH RESIDENTIAL LOAN POLICIES. NO CORNER MARKERS WERE SET AND THE LOCATION DATA HEREIN IS BASED ON LIMITED ACCURACY MEASUREMENTS. THEREFORE, NO LIABILITY WILL BE ASSUMED FOR ANY USE OF THIS DATA FOR CONSTRUCTION OF NEW IMPROVEMENTS OR FENCES.

PROPERTY ADDRESS: 12841 WICKER AVENUE CEDAR LAKE, IN 46303
LEGAL DESCRIPTION:
THE NORTH 120' OF THE SOUTH 246 725' OF THE WEST 346 17' OF THE SW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M. IN LAKE COUNTY, INDIANA.
PARCEL NO.: 45-15-21-151-031.000-014



72

Region Rage

2 messages

KENDRA KRACHT [REDACTED]

Tue, Jan 17, 2023 at 10:11 AM

To: Nathan Vis [REDACTED]

Hi Nathan

Here is the response from Brett Pollak With Insurance Allies,

In regards to Safety and Security for Region Rage.

Thanks

Talk Soon

Kendra

From: Brett Pollak <brett@insuranceallies.com>**Sent:** Tuesday, January 17, 2023 7:49 AM**To:** [REDACTED] <[REDACTED]@nvislaw.com>;
holly [REDACTED] <[REDACTED]@nvislaw.com>**Subject:** RE: Re: Introduction call/Link to Schedule call to complete application

Kendra,

Per your email below. We are not lawyers and cannot provide legal advice. Also, anything is possible and just because something has not happened in the past, does not mean it cannot happen in future (I would say that about any business).

We work with many rage rooms and I am not currently aware of a situation with one of our clients in which operating a rage room led to violence from person to person, again not saying that cannot happen in the future.

I am not aware of any of our clients having security on staff.

I hope this answers you question. Unfortunately, I am not sure what data provide to support this statement though.

Thank you so much,

Brett

Brett Pollak, CPA

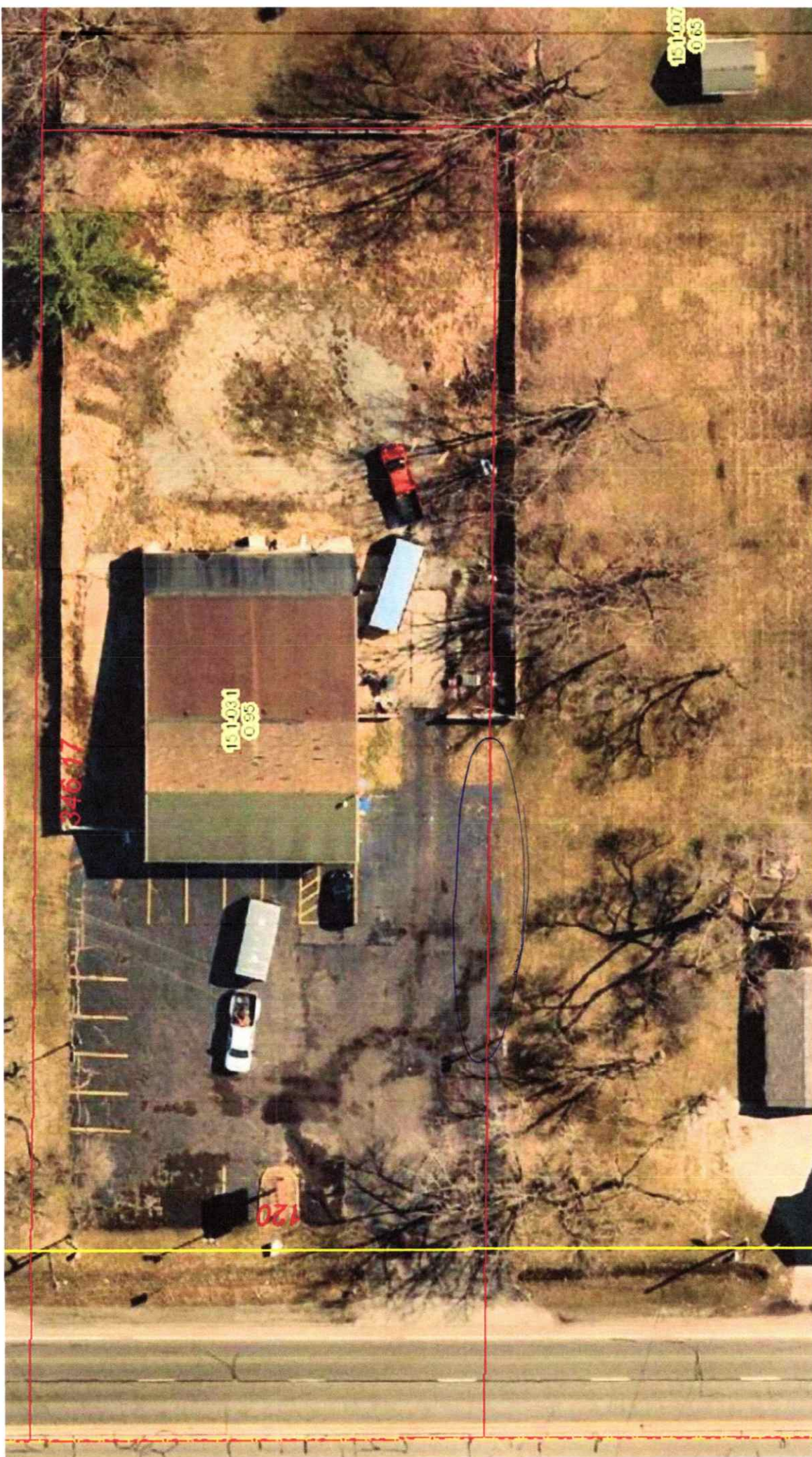
President, Insurance Allies

Phone: [REDACTED]

Email: B [REDACTED]

Fax: 312 [REDACTED]

Website: InsuranceAllies.com





Admissions Desk and Smashable Store

(where customers will pay The Admission Fee of \$30.00 and select the items they will take into the smash room to smash.



wRECK Room

This Room will contain our retail store/gift shop, and will be the main area where customers will wait for their turn in the rage room, the arcade room is also in this area, there is a pool table, and there will be three 2 top tables in this area to offer some seating, there will be monitors on the wall showing rage room activity, and perhaps a sports ball game from time to time!

This is also the room where we hope to have our stage shows!



The Break Room Snack Shop

Prepackaged snacks and drinks available for purchase



Region Rage Free Play Arcade

Customers can play Arcade games for free while they are waiting for their turn in the smash room



Smash Rooms 1, 2, and 3





Areal Alley Glass Throw Zone

Customers stand and throw glass bottles at the targets that will be located at the end of the alley!



TOWN OF CEDAR LAKE POLICE TRAINING REIMBURSEMENT AGREEMENT

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

RECITALS

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

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

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

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

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

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

COVENANTS

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

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

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

d. Emergency Medical Technician school.

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

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

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

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

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

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

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

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

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

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

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

a. U.S. citizen;

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

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

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

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

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

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

13. The Applicant expressly acknowledges that this Agreement is not intended to be and shall not be construed as a contract of employment with the Town. Applicant further acknowledges that if the Town, in its sole discretion, determines that the Applicant has not satisfactorily passed and completed all portions of the required testing and evaluations, the Town will not, and it shall not be required to, extend a final offer of employment to the Applicant.

14. If the Town pursues legal action to enforce any of the terms and/or obligations as enumerated throughout the Agreement, Applicant shall be responsible for payment to the Town of its reasonable attorney's fees incurred during said legal action, including all collection costs, court costs, and related fees.

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

APPLICANT

By: _____
Chief of Police (signature)

William T. Fisher
Printed Name

Date Signed

By: _____
Applicant (signature)

Printed Name

Date Signed

Approved: _____
Town Council President

Date

Approved _____
Town Clerk-Treasurer

Date

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

AGREEMENT FOR THE ~~REDUCTION~~ELIMINATION
OF SEWER UTILITY BILLING

THIS INDENTURE WITNESSETH that the Undersigned, Liza Bianchi (Evolution 24 Hour Fitness LLC), as owner(s) of the following described parcel of Real Estate located in Lake County, Indiana, namely, to-wit:

Parcel #: **45-15-22-286-004.000-014**
Legal: **Whaleys Sub Lots 16 & 17**

Sewer Account Number: [REDACTED]
Commonly known as: 8217 Lake Shore Dr., Cedar Lake, Lake County, Indiana, hereby make the following representations to the Town of Cedar Lake, its Sewer Utility, and all future owners, Successors and Assigns of the above-described Real Estate, to include the Town of Cedar Lake and its Sewer Utility to reduce or eliminate the billing of the Undersigned for Sewer Utility Services at the above-described Real Estate:

1. That presently the above-described Real Estate has no improvements thereon due to the Razing or removal of a building or other structure thereon, together with all debris and rubbish.
2. That in consideration thereof, the Town of Cedar Lake and its Sewer Utility agree to Reduce or eliminate the billing of the Undersigned for Sewer Utility Services at the above-described Real Estate, and shall place the Sewer Billing Account related to this Real Estate on an inactive status.
3. That in the event this AGREEMENT is violated or breached at any time, by the construction of improvements of the above-described Real Estate by the Undersigned, their successors or Assigns, the Undersigned, and their successors or Assigns of such Real Estate shall be liable for the payment of the then-current and applicable sewer tap-on-fee in effect for new sewer connections.
4. That the payment of such charges upon breach of the AGREEMENT, for any reason whatsoever, SHALL CONSTITUTE A LIEN upon the above-described Real Estate and may be enforced according to the Laws of the State of Indiana for the collection of any delinquent Sewage rates or charges generally.
5. That this AGREEMENT is binding upon the Heirs, Personal Representatives, Successors, and Assigns of the Undersigned and this AGREEMENT shall be binding upon all subsequent Owners of the Real Estate described herein, notwithstanding the manner in which such Real Estate is acquired or transferred.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT on the:
8 Day of February 2023

(x) [REDACTED]

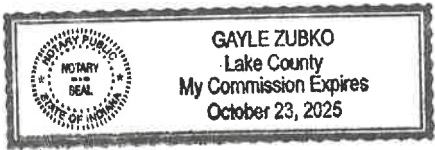
Liza Bianchi (Evolution 24 Hour Fitness LLC)

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

being duly sworn upon oath, state he/they are the sole owners of the Real Estate described in the above Agreement and that he/they have executed this AGREEMENT as his/their free and voluntary act for the uses and purposes contained therein and that all things contained therein are true and correct.

(x) [Redacted] (x) _____
Liza Bianchi (Evolution 24 Hour Fitness LLC)

Subscribed and sworn to before me, a Notary Public in and for said County and State, this day
8th day of February 2023



[Redacted]
Notary Public
A resident of Lake County,
State of Indiana

My Commission Expires:
10-23-2025

Gayle Zubko
Printed Signature

Accepted this 8th day of February, 2023

TOWN OF CEDAR LAKE, LAKE
COUNTY, INDIANA

By: _____
President, Town Council and Sewer
Council

This instrument prepared by: David M. Austgen, Attorney at Law, 130 North Main St., Crown Point, Indiana 46307

AF1-DEM

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

MEMORANDUM OF AGREEMENT
AGREEMENT FOR REDUCTION/*ELIMINATION*
OF SEWER UTILITY BILLING

KNOW ALL MEN BY THESE PRESENTS that on the 8th of February 2023 the undersigned entered into an AGREEMENT FOR REDUCTION/ELIMINATION OF SEWER UTILITY BILLING affecting the following-described Real Estate located in Lake County, Indiana, and constituting a LIEN thereon, namely, to wit:

Parcel: **45-15-22-286-004.000-014**
Legal: **Whaleys Sub Lots 16 & 17**

Sewer Account Number: **04-01810-00**

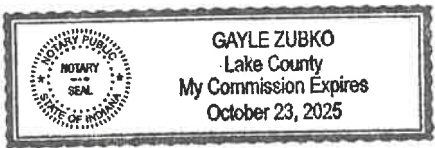
IN WITNESS WHEREOF, the Parties to the described AGREEMENT have set their hands and seal this 8th day of February, 2023


(x)  (x) _____
Liza Bianchi

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above Parties herein, who acknowledged or subscribed their respective signature this 8th day of February, **2023**





Notary Public
A resident of Lake County,
State of Indiana

My Commission Expires:
10/23/25

Gayle Zubko

Printed Signature

This instrument prepared by: David M. Austgen, Attorney at Law, 130 North Main St., Crown Point, Indiana 46307

AF4-DEM

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

**AGREEMENT FOR THE ~~REDUCTION~~ELIMINATION
OF SEWER UTILITY BILLING**

THIS INDENTURE WITNESSETH that the Undersigned, **Nathan Bapple**, as owner(s) of the following described parcel of Real Estate located in Lake County, Indiana, namely, to-wit:

Parcel #: **45-15-23-154-005.000-043**
Legal: **PT. SW NW S.23 T.34 R.9 1.906 AC.**

Sewer Account Number: **16-00120-00**

Commonly known as: **7805 W 127th Ave** Cedar Lake, Lake County, Indiana, hereby make the following representations to the Town of Cedar Lake, its Sewer Utility, and all future owners, Successors and Assigns of the above-described Real Estate, to include the Town of Cedar Lake and its Sewer Utility to reduce or eliminate the billing of the Undersigned for Sewer Utility Services at the above-described Real Estate:

1. That presently the above-described Real Estate has no improvements thereon due to the Razing or removal of a building or other structure thereon, together with all debris and rubbish.
2. That in consideration thereof, the Town of Cedar Lake and its Sewer Utility agree to Reduce or eliminate the billing of the Undersigned for Sewer Utility Services at the above-described Real Estate, and shall place the Sewer Billing Account related to this Real Estate on an inactive status.
3. That in the event this AGREEMENT is violated or breached at any time, by the construction of improvements of the above-described Real Estate by the Undersigned, their successors or Assigns, the Undersigned, and their successors or Assigns of such Real Estate shall be liable for the payment of the then-current and applicable sewer tap-on-fee in effect for new sewer connections.
4. That the payment of such charges upon breach of the AGREEMENT, for any reason whatsoever, SHALL CONSTITUTE A LIEN upon the above-described Real Estate and may be enforced according to the Laws of the State of Indiana for the collection of any delinquent Sewage rates or charges generally.
5. That this AGREEMENT is binding upon the Heirs, Personal Representatives, Successors, and Assigns of the Undersigned and this AGREEMENT shall be binding upon all subsequent Owners of the Real Estate described herein, notwithstanding the manner in which such Real Estate is acquired or transferred.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT on the:

15 Day of February 2023

(x) 
Nathan Bapple

(x) _____

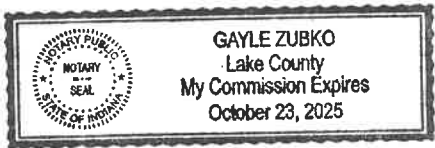
(1)

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

being duly sworn upon oath, state he/they are the sole owners of the Real Estate described in the above Agreement and that he/they have executed this AGREEMENT as his/their free and voluntary act for the uses and purposes contained therein and that all things contained therein are true and correct.

(X) [Redacted Signature] (X) _____
Nathan Bapple

Subscribed and sworn to before me, a Notary Public in and for said County and State, this day 15th day of February, 2023



[Redacted Signature]
Notary Public
A resident of Lake County,
State of Indiana

My Commission Expires:
10-23-2025

Gayle Zubko
Printed Signature

Accepted this 15 day of _____, 2023

TOWN OF CEDAR LAKE, LAKE
COUNTY, INDIANA

By: _____
President, Town Council and Sewer
Council

This instrument prepared by: David M. Austgen, Attorney at Law, 130 North Main St., Crown Point, Indiana 46307

AF1-DEM

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

MEMORANDUM OF AGREEMENT
AGREEMENT FOR REDUCTION/ELIMINATION
OF SEWER UTILITY BILLING

KNOW ALL MEN BY THESE PRESENTS that on the ____ of, _____ 2023
the undersigned entered into an AGREEMENT FOR REDUCTION/ELIMINATION OF
SEWER UTILITY BILLING affecting the following-described Real Estate located in Lake
County, Indiana, and constituting a LIEN thereon, namely, to wit:

Parcel: **45-15-23-154-005.000-043**
Legal: **PT. SW NW S.23 T.34 R.9 1.906 AC.**

Sewer Account Number: **16-00120-00**

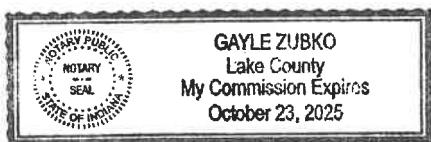
IN WITNESS WHEREOF, the Parties to the described AGREEMENT have set their hands
and seal this 15 day of February, 2023

(x) [Redacted Signature] (x) _____
Nathan Bapple

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared
the above Parties herein, who acknowledged or subscribed their respective signature this
15th day of February, **2023**



[Redacted Signature]
Notary Public
A resident of Lake County,
State of Indiana

My Commission Expires:

10/23/25

Gayle Zubko

Printed Signature

This instrument prepared by: David M. Austgen, Attorney at Law, 130 North Main St., Crown
Point, Indiana 46307

AF4-DEM

(3)

FARMERS' MARKET EVENT COORDINATOR AGREEMENT

THIS 2023 FARMERS' MARKET EVENT COORDINATOR AGREEMENT, (hereinafter this "Agreement") is entered into this ____ day of _____, 2023, by and between the Town of Cedar Lake, Lake County, Indiana, acting by and through its duly elected and authorized Town Council (hereinafter referred to as "TOWN"), and Kelly Dykstra, an individual and qualified Event Coordinator for the Town Farmers' Market Event in 2023 (hereinafter referred to as "CONTRACTOR").

RECITALS

1. The TOWN seeks to contract with a qualified individual or entity to provide Farmers' Market Event Coordination services in 2023 at the Cedar Lake Town Municipal Complex at 7408 Constitution Avenue, Cedar Lake, Lake County, Indiana; and

2. The TOWN COUNCIL has determined that it is advisable to enter into an independent contractor relationship with the CONTRACTOR in order to have an available trained and qualified individual to provide a Farmer's Market Event Coordinator; and

3. The CONTRACTOR is such a trained and qualified individual fully available to provide Farmers' Market Event Coordination; and

4. The TOWN COUNCIL agrees that it is advisable and necessary to enter into this Agreement with CONTRACTOR in order to have the services of a Farmers' Market Event Coordinator; for the 2023 Town Farmers' Market Event and activities; and

5. The TOWN COUNCIL has determined that a farmers' market will result in substantial benefit to the TOWN by providing an attraction for local citizens and tourists, while allowing produce, food products, and other items to be provided directly to the public by the producers of the products; hence, having a farmers' market is determined by the Town Council to be in the best interests of the TOWN; and

6. The TOWN COUNCIL and CONTRACTOR both seek to guard against potential conflicts, problems, or disagreements by setting forth hereafter the terms of this Agreement between them whereby the CONTRACTOR will be engaged as a Farmers' Market Event Coordinator in accordance with the terms of this AGREEMENT.

COVENANTS

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the performance thereof, and other good and valuable consideration, the receipt of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. The CONTRACTOR agrees to contract with the TOWN as Farmers' Market Event Coordinator, to be specifically directed by the Town Manager of the TOWN, at the Town of Cedar Lake Municipal Complex. The TOWN authorizes CONTRACTOR to operate a Farmers' Market Event activity on the Town-owned Municipal Complex located at 7408 Constitution Avenue, Cedar Lake, Indiana, on the second and fourth Wednesdays, of each month from 9:00 a.m. until 9:00 p.m., beginning on May 10, 2023, and ending on October 25, 2023. During the month of June, 2023, only, the Farmer's Market Event will operate on the first and third Wednesday of the month to accommodate the Summerfest event

dates. This schedule permits appropriate set-up and clean-up of the Farmers' Market Activity operation and equipment for each scheduled and authorized Activity date. Actual public market hours will be from 3:00 p.m. until 8:00 p.m., May through August. In September and October, the Event will then end at 7:00 p.m., inclusive.

2. The Agreement shall be effective upon approval of the TOWN COUNCIL and shall be in effect from May 10, 2023, through October 25, 2023, subject to the terms hereafter.
3. For the June, 2023, Farmer's Market Event activities, the CONTRACTOR shall be responsible for providing a parking lot attendant to direct traffic and keep barricades orderly due to the Town Hall meetings that will be held contemporaneously with the Farmer's Market Event.
4. Rain dates for Farmer's Market Event activities shall be held on the Wednesday following the schedule market that is rained out, so the fourth (4th) Wednesday would fall to the first (1st) Wednesday of the following month except where there is a fifth (5th) Wednesday. May and August both have a fifth (5th) Wednesday. June would only allow for June 14th as a rain date due to Summerfest. The last market on October 25th would not allow for a market rain date. For any such rain date for Farmer's Market Event activities, the CONTRACTOR shall be responsible for providing a parking lot attendant to direct traffic and keep barricades orderly due to the Town Hall meetings that will be held contemporaneously with the Farmer's Market Event.
5. The CONTRACTOR shall pay the TOWN at the rate of \$ 150.00 per event for utilization of the Town Municipal Complex for the Farmer's Market Event, not to exceed forty (40) vendors. Payment is due on the date of each event to the Town Clerk-Treasurer. If the event shall exceed forty (40) vendors, an additional \$5.00 per vendor shall be paid to the Town. Alternatively, the Town may collect the fees and applications/waivers and pay CONTRACTOR less the agreed upon fee of \$150.00 per event for forty (40) vendors, and less the fee per vendor exceeding forty (40). One (1) vendor position shall be reserved for the TOWN, at no expense to the TOWN, during each Farmer's Market Event held on TOWN property.
6. All signage for each Event will be provided by the CONTRACTOR. The CONTRACTOR will be responsible for setting the signage on the date of each Event and removal of all signage no later than 10:00 pm on the date of each Event. Signage for the Event shall include six (6) "Town Staff – NO PARKING" signs to preserve parking for Town Staff who may leave and return to Town Hall during an Event. A banner will be allowed during the term of the contract on the Municipal Complex fence along Morse Street provided said banner is maintained in good condition. The CONTRACTOR will be responsible for the storage of all signs, barricades, banners, tents, chairs, etc. used to support the Farmers' Market Event Activity.
7. The CONTRACTOR will be responsible for all communications with vendors, interested persons, and the like.
8. The CONTRACTOR shall be responsible for any damage to TOWN property resulting from its operation of the Farmers' Market Event Activity, other than normal wear and tear.
9. The TOWN shall allow the use of the public restrooms during the Farmers' Market Event

Activity hours. Restrooms shall be maintained by the CONTRACTOR.

10. All permits, as well as health department inspections and/or requirements shall be the responsibility of the CONTRACTOR. It will be the responsibility of the CONTRACTOR to ensure all licensing, permits, etc. are obtained and maintained. Copies are to be provided to the Town Manager by the CONTRACTOR upon request by the TOWN.
11. The Farmers' Market Event Activity shall not interfere with any TOWN programs at the Town Municipal Complex. Town programs and events already scheduled for 2023 include Summer Day Camp, Summerfest, and Spring & Fall Soccer.
12. **TOWN and CONTRACTOR Additional Responsibilities.** Town and Contractor Additional Responsibilities are set forth in Exhibit B attached hereto.
13. **MISCELLANEOUS**

A. **Independent Contractor.** It is expressly acknowledged and understood by the Parties herein that the CONTRACTOR is a retained Independent Contractor for the purposes of this Agreement and the services for which this Agreement is entered.

B. **independent Contractor Relationship.** The CONTRACTOR is strictly an Independent Contractor, and is not an employee, servant, agent, partner, or joint venturer with the TOWN. The TOWN and TOWN COUNCIL are not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payment which it owes the independent contractor. Neither CONTRACTOR nor its employees shall be entitled to receive any benefits which employees of the TOWN are entitled to receive and shall not be entitled to worker's compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit-sharing, or social security on account of their work for the TOWN. The CONTRACTOR shall be solely responsible for paying its employees, if any. The CONTRACTOR shall be responsible for paying any and all taxes as referred to above.

C. **Benefit.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective Heirs, Personal Representatives, Successors and Assigns.

D. **Insurance.** CONTRACTOR shall provide evidence that she has obtained and will maintain insurance and complies with the following provisions:

- i. Insurance coverage limits - \$2 million combined single limit;
- ii. TOWN to be listed as named insured on separate endorsement;
- iii. The CONTRACTOR's insurance is to be the primary insurance;
- iv. Thirty (30) days' notice to TOWN of cancellation;
- v. Certificate of Insurance to be provided before Event begins;
- vi. Event insurance requirements are incorporated as EXHIBIT "A"

E. **Notices.** All notices herein required shall be in writing and served on the Parties at their respective addresses, by either Personal Service or mailing of a notice by First Class Mail, postage prepaid, to be sufficient service.

CONTRACTOR:

Ms. Kelly Dykstra
13701 Lauerma #70
Cedar Lake, IN 46303

TOWN:

Town of Cedar Lake
P.O. Box 707
Cedar Lake, IN 46303

Attention: Town Clerk-Treasurer
Town Manager
Town Council President

F. **Time of Essence.** Time is expressly declared to be of the essence of this Agreement for all services to be rendered hereunder.

G. **Additional Documents.** The Parties hereto agree to execute any and all additional documents necessary to effectuate the terms and provisions of this Agreement.

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

I. **Indemnification.** The CONTRACTOR shall perform the work contemplated by this Agreement at its own risk. The CONTRACTOR assumes all responsibility for the condition of tools, equipment, and materials utilized in the performance of this AGREEMENT. The CONTRACTOR shall further indemnify and hold harmless the TOWN, its elected and appointed Officials, Employees or Agents and Representatives from any claim, demand, loss, liability, damage, or expense arising in any way from the CONTRACTOR's work, and the CONTRACTOR's work contemplated by this AGREEMENT, which shall include attorney's fees. The CONTRACTOR will indemnify and hold the TOWN harmless for any and all claims arising out of this agreement and any damages resulting therefrom, including but not limited to claims of personal or bodily injury or death, and property damage, whether arising from tort, contract regulator or other claim.

J. **Termination Without Cause.** Without cause, either Party hereto may terminate this AGREEMENT after giving five (5) days prior notice as specified in SECTION 10.D. Notices, hereinabove, to the other of intent to terminate without cause. The Parties shall deal with each other in good faith during the five (5) day period after any notice on intent to terminate without cause has been given.

K. **Attorney's Fees.** In the event it is necessary for either Party to this AGREEMENT to initiate any action for the purpose of interpretation or enforcement, the prevailing Party shall be entitled to recover in addition to all its rights and remedies at law or in equity, its costs, excluding attorney's fees.

L. **Governing Law and Invalidity.** This AGREEMENT shall be governed and enforced by the Laws of the State of Indiana, and it is agreed the Indiana State Courts in Lake County, Indiana, shall have exclusive jurisdiction of any dispute under this AGREEMENT. Wherever possible, each provision of this AGREEMENT shall be interpreted in such a manner as to be effective and valid under applicable law or, if invalid under such law, said provision shall be the remainder of such provision the remaining provisions of this AGREEMENT.

M. **Public Action.** This AGREEMENT has been approved by affirmative action of the TOWN COUNCIL of the Town of Cedar Lake, Lake County, Indiana, at a Public Meeting of the TOWN COUNCIL, after a motion duly made and seconded, on the __ day of _____, 2023, by a vote of __ in favor and __ against, and whereby the TOWN COUNCIL President and Clerk-Treasurer, respectively, were authorized and directed to execute and enter this Agreement on behalf of the TOWN in their representative capacities.

ALL OF WHICH IS AGREED TO THIS ____ DAY OF _____, 2023.

CONTRACTOR

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

By: _____

By: _____

Printed: Kelly Dykstra

Richard Sharpe, President

Address: 13701 Lauerman #70
Cedar Lake, IN 46303

ATTEST: _____

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

EXHIBIT A

Insurance Requirements for use of Town Complex – special events

Any person or entity hosting an event at the Town Complex must provide a completed Certificate of Insurance naming Town of Cedar Lake, IN, as the Certificate Holder, located at 7408 Constitution Avenue, Cedar Lake IN, 46303, to the attention of Chris Salatas, Town Manager, and shall include the following minimum insurance coverages, limits and terms.

The insured will continue or renew all required coverages throughout the term of this contract and will provide updated and current Certificates of Insurance as proof of their compliance in a timely fashion.

Commercial General Liability (Occurrence Form)

General Aggregate (other than Prod/Comp Operations)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000
Liquor Liability (if alcohol will be served at the event)	\$1,000,000

- The above insurance shall be considered PRIMARY insurance and any other insurance carried by Town of Cedar Lake, IN, will be excess and shall not contribute to any losses arising out of the contractor's work.

Automobile Liability

\$1,000,000 each accident

- Insurance coverage should apply to "any auto", "non-owned", and "hired vehicles" used by the contractor.

Workers Compensation and Employer's Liability

Workers Compensation	State Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

Umbrella Liability

Each Occurrence and Aggregate	\$1,000,000
-------------------------------	-------------

The above coverages must be placed with an insurance company with an A.M. Best rating of A-:VII or better.

Please provide a Waiver of Subrogation in favor of Town of Cedar Lake, IN, as it pertains to Commercial General Liability, Auto, Umbrella, Workers Compensation and Liquor Liability insurance coverages, if applicable.

Please list the following entity as an ADDITIONAL INSURED on the General Liability insurance policy.

Town of Cedar Lake, IN, its subsidiaries, affiliates, board members, directors, officers, and employees as Additional Insureds for all liability arising out of ongoing operations and completed operations.

(Use forms CG2010 07 04 and CG2037 07 04 or equivalent forms providing similar coverage.

Blanket additional insured is not sufficient)

Insured will provide a 30-day written notice to Town of Cedar Lake, IN, of material changes in these

insurance coverages, their cancellation or non-renewal.

EXHIBIT B

CONTRACTOR

Responsible for:

- Event Coordination
- Advertising
- Vendor Applications & Waivers, all vendor space reservations
- Parking
- Signage
- Restroom Maintenance
- Communication with Vendors, interested persons and the like
- Garbage and site clean up
- Security if needed
- No alcohol vendors
- Food Concessions – all vendors must have a current health permit from Lake County Health Department
- No smoking in the market. We would like to have a smoke-free market.

TOWN

- Will provide advertising in the Town's newsletter, website, and social media. Advertising and links to information will be provided by the Contractor.
- Use of dumpster and trash cans; however, all garbage shall be maintained by CONTRACTOR.

COUNTER-OFFER OF DERRILL R. KREGEL AND ROBERTA E. KREGEL

Derrill R. Kregel and Roberta E. Kregel, husband and wife, hereby deliver this Counter-Offer to Uniform Land Acquisition Offer to the Town of Cedar Lake, a Municipal Corporation, for Part of Key No. 45-19-10-226-006.000-037, commonly known as 7705 W. 159th Ave., Lowell, IN, in the amount of Thirty-Two Thousand Two Hundred Fifty and 00/100 Dollars (\$32,250.00), based on the terms stated in the Town Uniform Land Acquisition Offer, on the 11 day of FEBRUARY, 2023, with the following terms. The supplemental terms are as follows:

THE TOWN OF CEDAR LAKE FURTHER AGREES TO PROVIDE THE FOLLOWING CONSIDERATIONS, AT ITS COST, namely:

1. That the top soil is put back on top of the disturbed ground once the pipes are installed;
2. That the damaged drain tile will be repaired;
3. That crop damage loss shall be paid upon construction completion; and
4. That the re-established drainage swale shall be repaired upon construction completion.

Derrill R. Kregel


Roberta E. Kregel


NOTARY'S CERTIFICATE

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)



Before me, the undersigned, a Notary Public in and for said County and State, this 11TH day of FEBRUARY, 2023, personally appeared Derrill R. Kregel and Roberta E. Kregel, husband and wife and acknowledged the execution of the foregoing Instrument. In Witness Whereof, I have hereunto subscribed my name and affixed my Official Seal.

My Commission Expires: 2/12/27


(Signature)

LORRAINE BERNICE KEILMAN
(Printed) NOTARY PUBLIC



ACCEPTANCE OF OFFER

We, Town of Cedar Lake, hereby accept the Counter-Offer of Thirty-Two Thousand Two Hundred Fifty and 00/100 Dollars (\$32,250.00), made by Derrill R. Kregel and Roberts E. Kregel, husband and wife, on this 11 day of FEBRUARY, 2023.

**TOWN OF CEDAR LAKE, Lake
County, Indiana, a Municipal
Corporation**

[Redacted Signature]
**Chris Salatas
Town Manager**

NOTARY'S CERTIFICATE

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)



Before me, the undersigned, a Notary Public in and for said County and State, this 11TH day of FEBRUARY, 2023, personally appeared Chris Salatas, Town Manager, Town of Cedar Lake, a Municipal Corporation, and acknowledged the execution of the foregoing Instrument. In Witness Whereof, I have hereunto subscribed my name and affixed my Official Seal.

My Commission Expires: 2/12/23

[Redacted Signature]
(Signature)

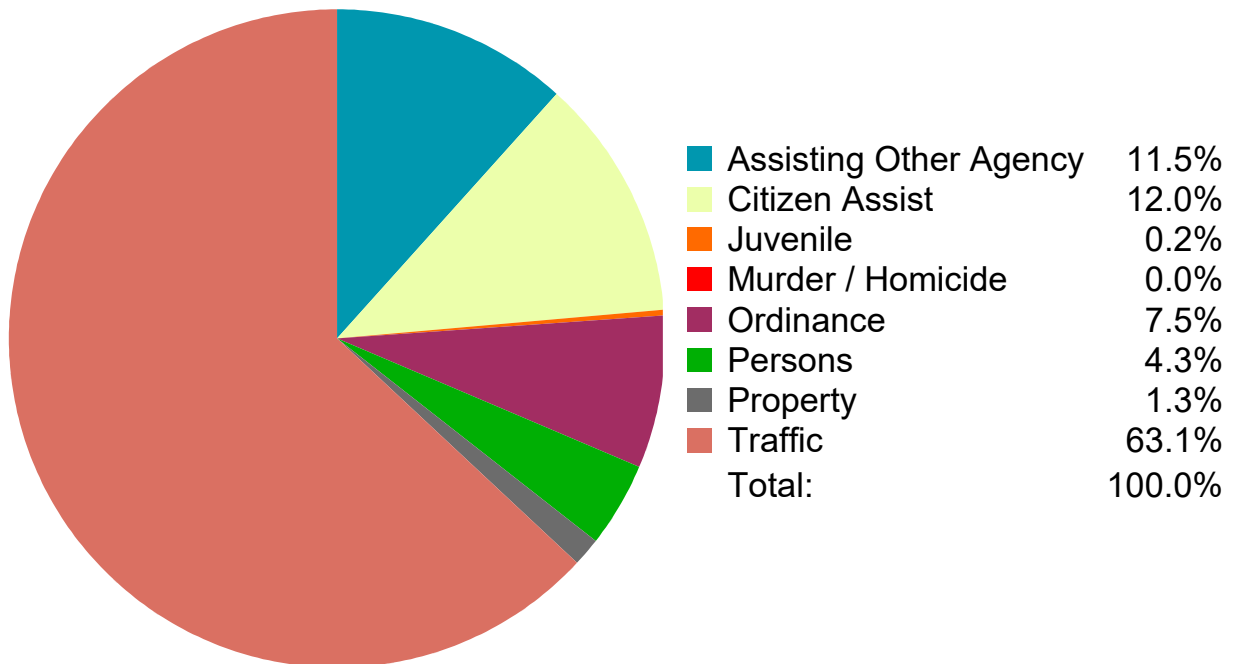
LORRAINE BERNICE KEILMAN
(Printed) NOTARY PUBLIC

**CEDAR LAKE POLICE DEPARTMENT
INCIDENT AND CALLS FOR SERVICE REPORT
January 2023 and Year-To-Date 2023**

Incident Type	Month Total	Year Total
Incidents Assisting Other Agency (Including Fire and EMS)	156	156
Incidents related to Citizen Assists:	163	163
Incidents related to Juveniles:	3	3
Incidents related to Murder/Homicide:	0	0
Incidents related to Ordinances:	102	102
Incidents related to Persons:	58	58
Incidents related to Property:	17	17
Incidents related to Traffic:	854	854
Incidents Not Classified:	0	0

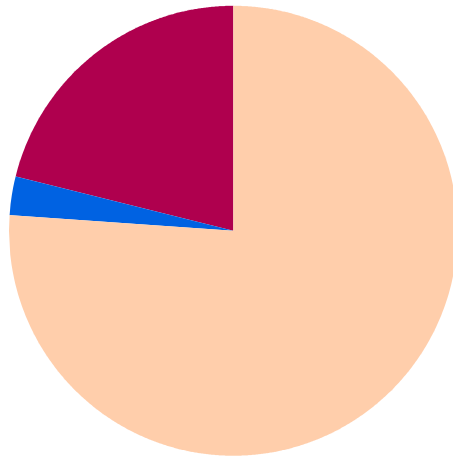
Totals:	1353	1353
----------------	-------------	-------------

Average Daily Calls For Service: 45.10



CITATION REPORT
January 2023 and Year-To-Date 2023

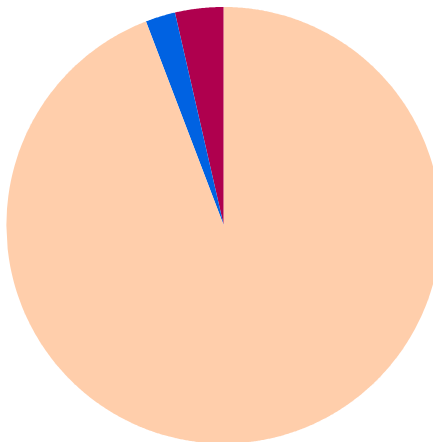
State Violations: 140
Town Traffic Violations: 5
Town Ordinance Violations: 39
Other Violations: 0
Total for January: 184
Year To Date: 184



State Violations	76.1%
Town Traffic Violations	2.7%
Town Ordinance Violations	21.2%
Other Violations	0.0%
Total:	100.0%

WARNING REPORT
January 2023 and Year-To-Date 2023

State Violations: 710
Town Traffic Violations: 17
Town Ordinance Violations: 26
Other Violations: 1
Total for January: 754
Year To Date: 754



State Violations	94.2%
Town Traffic Violations	2.3%
Town Ordinance Violations	3.4%
Other Violations	0.1%
Total:	100.0%

ARREST REPORT
January 2023 and Year-To-Date 2023

Total Arrests: 27

Total Charges Filed: 44

Misdemeanor: 32

Felony: 11

Infraction: 0

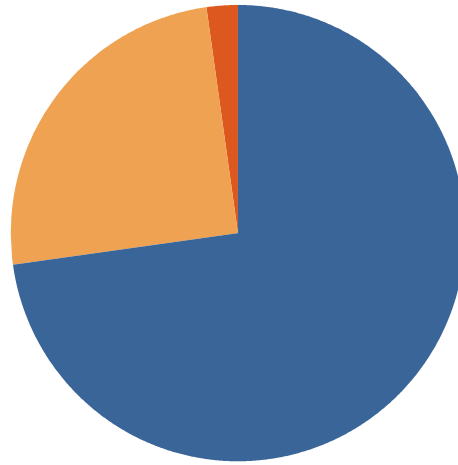
Not Classified /

Warrant: 1

Year-To-Date

Total Arrests: 27

Total Charges Filed: 44

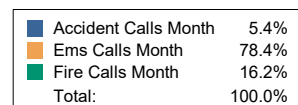
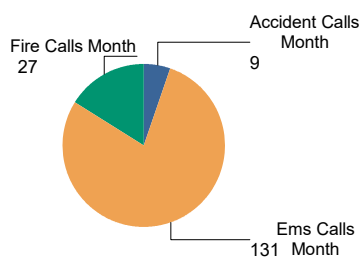
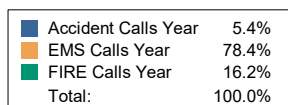
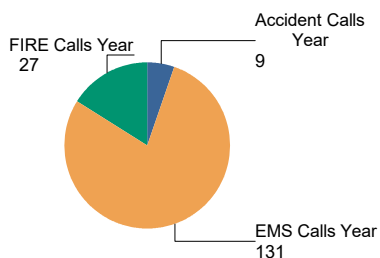


■ Misdemeanor	72.7%
■ Felony	25.0%
■ Infraction	0.0%
■ Not Classified	2.3%
Total:	100.0%

Cedar Lake Fire Department

Monthly Summary Report

1/1/2023 to 1/31/2023



Average Daily Calls for Service: 5.60

Yearly Totals

Agency Assist	1
EMS Abdominal	4
EMS Assault	1
EMS Bleeding	4
EMS Breathing	12
EMS Chest Pain	15
EMS Choking	1
EMS Death	2
EMS Diabetic	2
EMS Fall	11
EMS Full Arrest	3
EMS Headache	1
EMS Heart Prob	7
EMS Lift Assist	10
EMS Mutual Aid	2
EMS Overdose	1
EMS Pregnancy	1
EMS Psych	12
EMS Seizure	5
EMS Sick Person	18
EMS Stroke	3
EMS Trauma	4
EMS Uncons	8
EMS Unknown	4
FIRE Alarm	6
FIRE Assist	3
FIRE CO Alarm	6
FIRE Gas IN	1
FIRE Misc	1
FIRE Mutual Aid	5
FIRE Outside	1
FIRE Structure	1
FIRE Utility	1
FIRE Washdown	1
FIRE Water Resc	1
PI Accident	9
Total for Year:	168

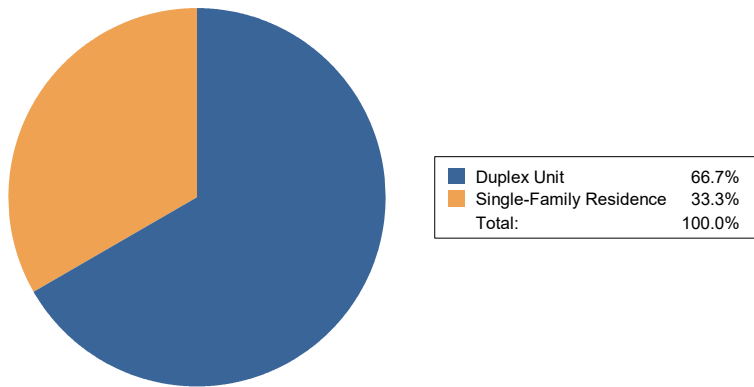
Monthly Totals

Agency Assist	1
EMS Abdominal	4
EMS Assault	1
EMS Bleeding	4
EMS Breathing	12
EMS Chest Pain	15
EMS Choking	1
EMS Death	2
EMS Diabetic	2
EMS Fall	11
EMS Full Arrest	3
EMS Headache	1
EMS Heart Prob	7
EMS Lift Assist	10
EMS Mutual Aid	2
EMS Overdose	1
EMS Pregnancy	1
EMS Psych	12
EMS Seizure	5
EMS Sick Person	18
EMS Stroke	3
EMS Trauma	4
EMS Uncons	8
EMS Unknown	4
FIRE Alarm	6
FIRE Assist	3
FIRE CO Alarm	6
FIRE Gas IN	1
FIRE Misc	1
FIRE Mutual Aid	5
FIRE Outside	1
FIRE Structure	1
FIRE Utility	1
FIRE Washdown	1
FIRE Water Resc	1
PI Accident	9
Total for Month:	168

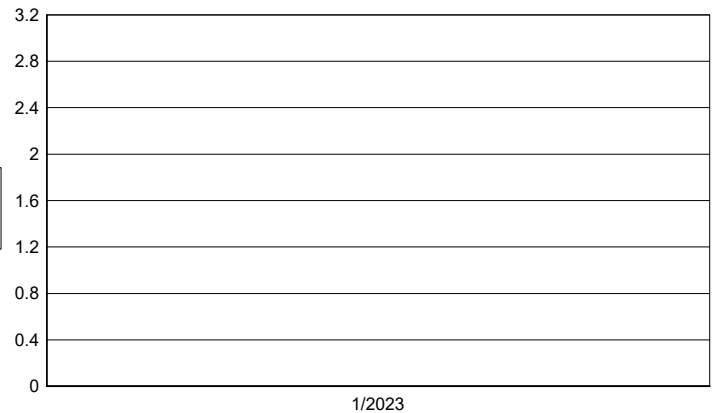


Report of All New Construction Permits
1/1/2023 to 1/31/2023
Grouped by Month

New Construction Type



Permits by Month



January 2023

Residential New Construction Permits: **3**
 New Construction Permits: **3**

New Residential Construction Value: **\$572,690**
 Total Value of Construction for January: **\$572,690**

Total New Construction Permits: **3**
 Total Residential New Construction Permits: **3**
 Total Commercial New Construction Permits: **0**
 Total School New Construction Permits: **0**

Total Value of New Construction: **\$572,690**
 Total Value of New Residential Construction: **\$572,690**
 Total Value of New Commercial Construction:
 Total Value of New School Construction:

Town of Cedar Lake

Office of Building, Zoning, and Planning

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

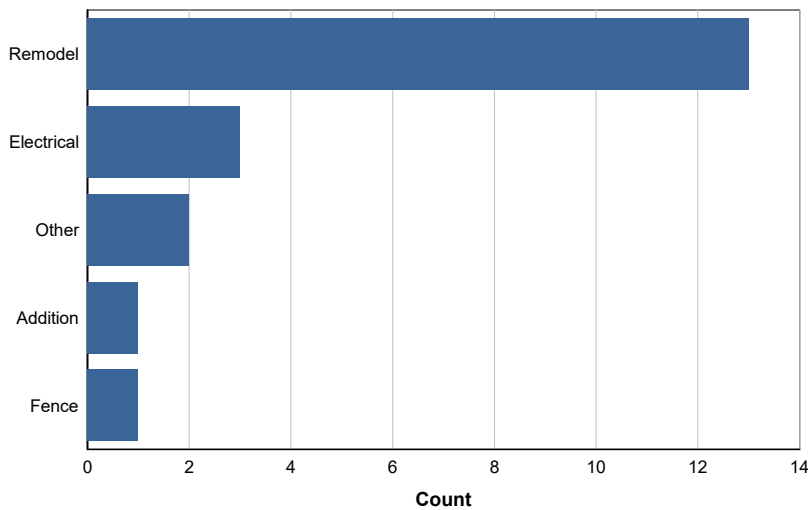
Tel (219) 374-7000 - Fax (219) 374-8588



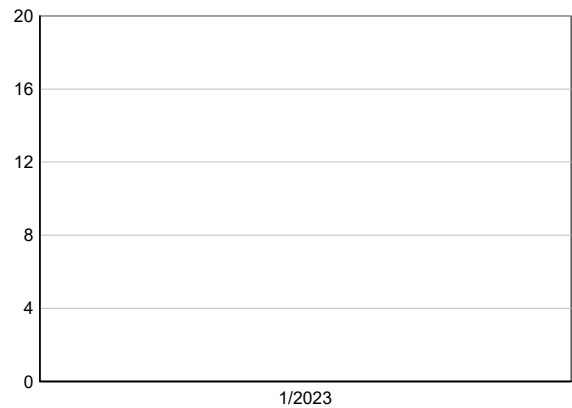
Report of All Other Permits

1/1/2023 to 1/31/2023

Grouped by Month



Permits by Month



January 2023

Other Residential Permits: **18**

Other Commercial Permits: **1**

Total of Other Permits: **19**

Other Residential Permits Value: **\$679,638**

Other Commercial Permits Value: **\$2,000**

Total Value of All Other Permits: **\$681,638**

Grand Total of Other Permits: 19

Grand Total Value of All Other Permits: \$681,638



February 17, 2023

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

Attention: Chris Salatas – Town Manager

Re: Town Engineer Report for February 21, 2023 Town Council Meeting
(CBBEL Project No.: 060015.00001)

Dear Council Members:

This letter summarizes Christopher B. Burke Engineering, LLC (CBBEL) Town Engineer activities for reporting and action (as necessary) for the February 21, 2023 Town Council Meeting. This report covers activities for the period of January 13, 2023 through February 17, 2023

1) Cedar Lake Dredging and Sediment Dewatering Facility Project

The pay application and balancing change order were provided to Town staff on January 25th. The SDF project is now closed. Dredge America will start mobilizing pipe and equipment onto the SDF site as early as this week.

2) MS4 Coordination

No Change from Previous Report. In accordance with the new IDEM MS4 General Permit issued in December of 2021, the Cedar Lake MS4 documents known as the Part B Water Quality Characterization Report (last updated in 2016) and the Part C Stormwater Quality Management Plan (last updated in 2015) are required to be updated to conform with the new MS4 General Permit requirements. Accordingly, CBBEL began working on the updates to these reports in the fall of last year and completed this work in early January. The updated Cedar Lake Water Quality Characterization Report (WQCR)/Stormwater Quality Management Plan (SWQMP) was submitted to IDEM on January 6th. Moving forward, MS4 assistance provided to the Town will focus on completing required MS4 tasks identified in the new MS4 General Permit and as outlined in the WQCR/SWQMP.

3) NIRPC/State Legislature/INDOT/IDNR Updates

CBBEL and the Town staff have attended NIRPC topical meetings over the last few weeks. These meetings have discussed current TIP funding and re-allocation of existing projects into later years to account for escalating project costs in all communities. This re-allocation

will affect the current NOFA scoring and proposed projects entering the new TIP for 2024-2028. These discussions will continue until the TIP is approved in April.

CBBEL and Town staff have had separate discussions with NIRPC pertaining to FHWA Highway Safety Improvement Program (HSIP, 90/10 match) funding for sidewalk projects that are noted below. FHWA and INDOT have emphasized the need for sidewalks on busy corridors and INDOT has a responsibility to include safety specific projects in MPO TIPs moving forward. This would potentially increase the chances of funding below projects.

Applications were submitted on November 18th to NIRPC by CBBEL on behalf of the Town for the following projects:

1. Founders Creek Multi-Use Path from 133rd Avenue to Town Hall grounds. This application has been submitted in previous TIPs, but was not selected.
2. West Lakeshore Drive Sidewalk Corridor from the Western Railroad Overpass to the Cline Avenue Roundabout. This project was submitted for past NOFA's but was not selected. The application excluded the railroad crossing to score better and included a revised construction estimate.
3. Morse Street Sidewalk Corridor from 133rd Avenue to 145th Avenue. This will exclude the western side from 133rd Avenue to the Town Hall grounds that is already included in a previous TIP. This project was presented in phases due to its high construction cost.
4. 133rd Avenue Sidewalk Gap from Faith Church to Robin's Nest Subdivision. This also included the raising of 133rd Avenue to prevent future flooding. This project was broken into two separate applications due to recommendations from NIRPC staff. The raising of the 133rd Avenue roadway to eliminate a flooding condition was submitted under the Environmental category (PROTECT funding), while the sidewalk was submitted under the Complete Streets category (STBG funding).

The 123rd Indiana General Assembly convened a long session on January 9th. The following proposed bills may be of interest to the Town:

- **HB1081 & SB300: Residential Tax Increment Financing** – Removes the threshold conditions for establishing a residential housing development program and a tax increment allocation area for the program, including the condition that the governing body of each school corporation affected by the program pass a resolution approving the program before the program may go into effect. Provides that the fiscal body of a county may adopt an ordinance to designate an economic development target area. **Status: SB300, Passed the Senate on February 2nd, 28-19, referred to House on February 3rd. HB1081 referred to Ways and Means Committee on February 14th.**
- **HB1085: Tax Increment Financing** – Would require 20% of incremental revenue from TIF to be passed to school corporations in the allocation area to be used for career and technical education (CTE) programs for all new TIFs going forward. It would also add a member of the local school board to the redevelopment commission as a voting member. **Status: Amendment #2 passed in the House Ways and Means Committee on February 16th.**
- **SB219: Annexation** – With certain exceptions, requires a municipality that initiates an annexation to file with the court an annexation petition approved by the

signatures of: (1) at least 51% of the owners of non-tax-exempt land in the annexation territory; or (2) the owners of at least 75% in assessed valuation of non-tax exempt land in the annexation territory. Requires the court to hold a hearing if the petition has enough signatures. Adds provisions for determining the validity of signatures. Eliminates the following: (1) Remonstrances and remonstrance waivers. (2) Reimbursement of remonstrator's attorney's fees and costs. (3) Adoption of a fiscal plan for annexations requested by 100% of landowners in the annexation territory. (4) Settlement agreements in lieu of annexation. (5) Provisions regarding contiguity of a public highway. **Status: Passed the Senate on February 9th, 34-15. Referred to the House on February 10th.**

- **SB242: DNR Best Floodplain Mapping Data** – DNR best floodplain mapping data. Repeals a provision that requires a local floodplain administrator to use the "best floodplain mapping data available" when reviewing an application for a permit to authorize construction in or near a floodplain. Requires an owner to disclose in a real estate disclosure form whether any portion of the real estate is located in a floodplain, as determined by FEMA's Flood Insurance Rate Maps or a FEMA approved local floodplain map. **Status: Passed the Senate on January 30th, 40-5. Referred to the House on February 1st.**
- **SB385: Floodplain Disclosures** – Requires an owner of residential real estate to disclose on the sales disclosure form if any portion of the real estate is located in a floodplain. Repeals a statute concerning floodplain mapping. **Status: Referred to the Senate Judiciary Committee on January 19th.**
- **SB412: Natural Resources** – Authorizes IDNR-DOW to file, in the deed records of a county recorder's office, an affidavit stating that a violation or deficiency that is the subject of an enforcement action exists on a particular property in the county. **Status: Referred to Senate Natural Resources Committed on January 19th.**

4) Other Funding Opportunities

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

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

- **Community Crossing Grant, 2022-1, 133rd Avenue Striping and Paving:** This project has been formerly closed-out with INDOT.

- **Community Crossing Grant, 2022-2:** This project was advertised to bid on February 2nd. The bids will be open on March 1st at 10:00am at Town Hall. The project is required to be awarded and contracts signed by April 6th for CCMG funds.
- **Indiana Destination Development Corporation, Indiana Placemaking Activation Grant:** The grant looks to create community activations of the “IN” Indiana identifier throughout the State of Indiana. Projects can include signage and other placemaking efforts. This is a 1:1 matching grant of up to \$25,000 to fund signage and placemaking efforts. Entities eligible to apply are municipalities, counties, communities, destination marketing organizations and chambers of commerce. Potential projects include but are not limited to park benches, pole banners, community gateway signage, water towers, overpass transformations and more. IDDC plans to allocate \$500,000 total between this grant and the Indiana Public Art Activation Grant program with total final expenditure based on the quality of applications received. The application deadline is March 17th at 4:00pm EST.
- **USDOT, Safe Streets and Roads for All (SS4A):** The SS4A grant is a product of the new infrastructure bill with the second round of funding to open in April. This program provides funding for both planning and implementation (construction) of infrastructure and initiatives designed to prevent death and serious injury on roads and streets. Applicable planning documents must already be completed to be eligible for implementation grants. More information can be found at <https://www.transportation.gov/grants/SS4A>. In conjunction with this grant, CBBEL and Town staff have discussed the completion of a Local Road Safety Plan which would make the Town eligible for the construction portion of the SS4A funding.

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

The Parrish Avenue and Vermillion Street/Hilltop Street projects have been formally closed-out with INDOT.

6) Town Street Committee

- Shades (East of Morse St and North of 141st Avenue): This project was submitted for the 2023-1 call for CCMG funding on January 27th. We expect funding allocations to be announced in April.
- 131st Place and Morse Street: *No Change from Previous Report.* CBBEL received the survey on October 4th and provided it to the Town for review. We are awaiting direction on how to proceed.
- Parrish Avenue North Crack Sealing: *No Change from Previous Report.* Pavement Solutions completed crack sealing of Parrish Avenue from the north corporate limit to 133rd Avenue. We are awaiting invoicing.

7) Redevelopment Commission

CBBEL is completing the following projects for the Redevelopment Commission:

- Morse Street Corridor Pedestrian Path/Watermain: Plan preparation is on-going. CBBEL is currently completing plans for the watermain extension from the new

Lighthouse well to 137th Avenue to facilitate connection of the new safety buildings. This extension will include stub laterals at each public street and extension down Constitution Avenue to east of Town Hall. This project is scheduled to bid in April. Coordination is on-going between CBBEL personnel and the safety building engineering team.

CBBEL has begun preparation of the 3-lot subdivision platting documents for the police department, fire department, and future Town Hall parcel. Survey and geotechnical services have also been completed for Constitution Avenue. Survey has been provided and CBBEL is currently developing a preliminary roadway profile to aid in placement of sidewalk along Constitution Avenue associated with the Police Department. The geotechnical report is anticipated to be delivered in the next week or two.

8) Plan Commission

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

- Harvest Creek PUD (formerly Silver Meadows): CBBEL issued a contingent approval recommendation in a February 14th letter.
- Bugaboo Subdivision: *No Change from Previous Report*. CBBEL provided a comment letter to the Applicant on August 11th and is awaiting a response.
- Railside Business Park: CBBEL received a re-submittal on January 27th and is currently reviewing.
- Novak Parcel (129th Ave/US-41): CBBEL and the Town are coordinating with the Engineer and Applicant on cost-sharing items prior to plan review.
- Subdivision Ordinance/Development Standards Manual Update: CBBEL has begun updates to the DSM and is currently on-going. CBBEL provided a draft update of the Subdivision Ordinance on November 3rd.

9) Stormwater Management Board

CBBEL was directed to update our November 14th memorandum to add information that will aid in project scoring for 2023 project selection.

7513 W. 136th Lane, Woodland Shores: CBBEL provided easement documents to Town staff on February 17th for procurement of a 5 ft. wide permanent drainage and utility easement along the east edge of this parcel for potential installation of a storm sewer pipe.

9080 W. 129th Place, Woodland Hills 1st Addition Subdivision: CBBEL has discussed this project with the homeowner and expects the project to start within the next few weeks, weather dependent.

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

6425 W. 145th Avenue: The Town and CBBEL received additional information for this site at the February 14th Storm Board meeting. It does not appear any easements were recorded on this property. CBBEL is going to meet with Town storm staff to develop a plan.

141st Place & Cottage Grove Avenue: Town Public Works staff is going to fill in portions of an exiting swale line at the northern corner of this intersection to reduce nuisance ponding.

9000 W. 130th Court, Woodland Hills Subdivision: The homeowner attended the October Storm Board meeting stating the existing storm sewer at the west end of the cul-de-sac had collapsed. It is out understanding that the Town will camera this line soon to determine corrective actions. **No Change.**

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

Stormwater Master Plan: CBBEL is preparing a proposal for the completion of a Town-wide Stormwater Master Plan. This plan would include mapping of the Town's entire storm sewer network, identification of system problem areas, hydrologic/hydraulic modeling of specific areas, public participation meetings, and a final plan report detailing future projects and cost estimates. **This proposal may be combined with work related to a Stormwater System Development Charge.**

10) Building Department

CBBEL has been completing site plan and as-builts for individual lots. CBBEL has also been completing on-going development reviews in the following subdivisions/projects: Summer Winds, Birchwood Farms, Rose Garden Estates, Ledgestone, Centennial, Centennial Villas/Estates, Beacon Pointe, Beacon East, Beacon West (Phases 5-7), Lakeside, Hanover Central Middle/Elementary School, Hanover Central High School Athletic Fields, Cedar Lake Storage, Lakeview Business Park, and Offshore Estates. MCM 4 construction inspections are also being completed at each development, where applicable.

Ordinance Updates: An updated floodplain ordinance was sent to Town staff on January 31st. CBBEL will be continuing updates to the Town's Development Standards Manual and Stormwater Ordinances throughout 2023. CBBEL will also update the Town's lighting inventory. CBBEL has been in contact with NIPSCO Electric about acquiring current lighting inventories for the Town.

Thank you for allowing us to provide you with these Town's engineering services. If you have any questions or concerns, please do not hesitate to call.

Sincerely,

A black rectangular redaction box covering the signature of Donald C. Oliphant.

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

L060015 Council Report 021723.docx

CC: Town Manager
 Planning Director
 Director of Operations
 Building Administrator
 Town Attorney

Attachments: Project Status Report
 All Projects Schedule

Town of Cedar Lake – Project Status Report

Christopher B. Burke Engineering, LLC

updated 02/17/23

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
060015.00001	Town Council	n/a	Town Council Report for 02/21/23 meeting	Completed	02/17/23
060015.00002	Plan Commission	n/a	Plan Reviews & LOC Inspections	Plan Commission Meetings and Review of Plan Applications. See letter for details.	ongoing
060015.00003	Stormwater Management Board	n/a	Review and reporting concerning agenda action items	Reviewing items as requested and reporting status to Storm Board. See letter for details.	ongoing, as requested
060015.00006	Stormwater Cost of Services Study	n/a	ERU calculation review	Ongoing review of ERU calculations for parcels requested by Town.	ongoing, as requested
200323	Cedar Lake Dredging and Sediment Dewatering Facility Project	n/a	Construction Plans/Construction Observation	The pay application and balancing change order were provided to Town staff on January 25 th . The SDF project is now closed. Dredge America will start mobilizing pipe and equipment onto the SDF site as early as this week. – see 02/17/23 Council Report for details.	ongoing
090043	MS4 Coordination	\$19,400 (annual)	MS4 Coordination Services & Development	<i>No Change from Previous Report.</i> In accordance with the new IDEM MS4 General Permit issued in December of 2021, the Cedar Lake MS4 documents known as the Part B Water Quality Characterization Report (last updated in 2016) and the Part C Stormwater Quality Management Plan (last updated in 2015) are required to be updated to conform with the new MS4 General Permit requirements. Accordingly, CBBEL began working on the updates to these reports in the fall of last year and completed this work in early January. The updated Cedar Lake Water Quality Characterization Report (WQCR)/Stormwater Quality Management Plan (SWQMP) was submitted to IDEM on January 6 th . Moving forward, MS4 assistance provided to the Town will focus on completing required MS4 tasks identified in the new MS4 General Permit and as outlined in the WQCR/SWQMP. – see 02/17/23 Council Report for details.	ongoing
220142	Parrish Ave, Vermillion St/Hilltop St, Highland Sub	\$238,000	Construction Observation	The Parrish Avenue and Vermillion Street/Hilltop Street projects have been formally closed-out with INDOT. – see 02/17/23 Council Report for details.	ongoing

Cedar Lake All Projects' Schedules

	2022												2023												2024												
	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	
Morse Street/Constitution Ave Watermain Ext																																					
Construction																																					
137th Avenue and Crack Sealing Project																																					
Construction																																					
Shades Subdivision																																					
Construction, TBD																																					
Stage 2 - Cedar Lake Dredging																																					
Construction																																					



Cedar Lake Monthly Report - February

Veridus Recommendations

Date: February 17, 2023

Submitted For: Cedar Lake Town Officials

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

- Next Steps for Lakeshore Bluffs development – revised MOU is pending
- Redistricting completed
- Discussed updates and next steps on public safety building
- Discussed next steps and initial tasks for the Sports Complex
- Research and due diligence for parks planning efforts
- Veridus drafting RFP for Parks Master Plan
- Job description benchmarking for Park Director position

Lakeshore Bluffs

- Sent letter on behalf of Town to Schilling requesting a letter of intent to move project forward, February 2022
- Town Attorney drafted a non-binding MOU with Schilling to move the project forward
- In process of identifying next steps for the Town, pending Schilling response to Town MOU.
- Park Land was transferred to RDC
- Shilling received the MOU, pending review, follow up meeting and next steps will be scheduled and review of next steps road map for redevelopment
- Veridus has followed up on MOU multiple times, especially in the month of October with no response
- Revised MOU has been sent and is pending
- Need Schilling to send proforma information
- Identifying additional commercial development examples
- Veridus POC: Alaina Shonkwiler - Project Executive

Public Safety Building

- Continued Weekly design coordination meetings with K2M and DS Architecture
 - Completed the Program and Needs Evaluation for both Police and Fire
 - Completed process to select BOT Developer - GM Development / Core Construction were selected
 - Completed schematic design for final review
 - Refined site design and schematic plans
 - Building elevations
 - Renderings
 - Cost estimate – Preliminary cost estimate was provided with schematic design. This will be verified by Core Construction
 - Currently working on Cost estimates to confirm GMP before proceeding to design development documents
 - Design team continues to push design forward – Currently working on design documents
 - Geotechnical survey has been completed
-



Cedar Lake Monthly Report - February

- Topographic and boundary survey are completed
- Bond sale closed and project is fully funded
- Core Construction is working on finalizing bids for the project
- Veridus team is working on FFE package
- Veridus POC: David Rainey – Director Owners Representation

Sports Complex

- Veridus to work with Context design to produce an initial sketch showing high level fit of sports park concept
- Timeline for Master Plan is approximately 8 – 10 weeks with Context for Phase 1 Planning and design of similar athletics campuses occurs in the four (4) basic stages:
 - **Stage I Preliminary Master Planning & Budget Forecasting proposed initial scope of work**
 - Stage II Schematic Design & Cost Validation *projected future scope*
 - Stage III Technical Design, Construction Plans & Permitting *projected future scope*
 - Stage IV Construction Phase Support *projected future scope*
- Received Context quote **for Phase 1 Preliminary Master Planning & Budget Forecasting** \$16,800 + \$1000 for reimbursables for the below scope of work (attached):
 - a) Meet with Town staff and stakeholders to confirm program, caliber, and extents of the desired complex.
 - b) Validate short- and long-term objectives for the facility.
 - c) Prepare sketch concepts, organizational strategies, and develop overall campus design for discussion with the Client.
 - d) Incorporate feedback from the Client into a final Master Plan solution.
 - e) Generate a preliminary budget forecast, in conjunction with Veridus Group, based upon the approved concept direction.
 - f) Present the preliminary findings and preliminary budget to the Client.
 - g) Generate a color-rendered Master Plan that includes sports fields, auxiliary building locations, pedestrian and vehicular circulation, parking areas, trail networks, potential entry features, and other primary functions.
 - h) Generate a color-rendered Phase I plan that depicts initial development investment and timeline.
 - i) Attend up to two (2) virtual working sessions with Client to share progress updates.
 - j) Attend up to two (2) in-person working sessions or presentations with Client and stakeholders.
- This will likely be a 2023 project align with focus on parks master plan and a parks comp plan
- Veridus POC: Alaina Shonkwiler - Project Executive

Building Fee Assessment

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



Cedar Lake Monthly Report - February

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

Town Center Complex – Comprehensive Master Plan and Park Plan

- June 30th Veridus met with representatives from the Historical Association and Museum
- Presentation for a master plan of a potential land area adjacent to town hall for the purposes of tourism and creating a downtown destination
- Discussion with Town Manager and Council representatives about integration of Parks Department/Cedar Lake Parks Board and this proposed project into an update for the Comprehensive Master Plan from 2021
- Alaina is drafting RFP for Parks Master Plan
- Review of slide deck from Historical Association and proposed land use planning for the area ongoing
- Veridus working with town manager to schedule date in November to meet with leaders from council, town staff, Parks Board, and the Historical Society
 - Meeting will review Town Center Complex presentation and integration of town complex needs
- Veridus met with Town Staff to discuss park planning process and concepts
 - Veridus will facilitate community listening sessions to demonstrate potential concepts and receive feedback
 - Listening session will focus on vision for the park
 - Listening sessions are tentatively planned for early June
 - There will be two sessions open to the public in total
 - Initial recommendations on park concept will be developed once meetings are completed
 - Final date for park concept is tentatively planned for mid-July

Park Director Job assessment and position description

- Identified 15 different park director job descriptions to benchmark for new Cedar Lake Park Director role
 - Met with Indiana Park & Recreation Association for guidance and to connect with member communities
- Completed matrix that comparing each job description with information including, salary, benefits, and responsibilities
 - Communities were mostly from the State of Indiana, but a few out of state examples were included for comparison purposes
- Completed presentation of initial findings to Cedar Lake Park Board January 5, 2023
 - Shared key components of Park Director position description
 - Answered questions pertaining to trends from other communities and acceptable expectations for the position
- Created draft position description to assist with RFP process
 - Veridus will assist with finalization of Park Director job description as needed