



TOWN COUNCIL PUBLIC MEETING AGENDA

April 27, 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:

1. Police Department: Chief Bill Fisher, Nicholas Enyeart
2. Fire Department: Chief Todd Wilkening, Frederick Seniw

PROCLAMATION: St. Michael The Archangel National Catholic Church

PUBLIC HEARINGS:

1. **Ordinance No. 1456, Public Way Vacation – Rago**
2. **Ordinance No. 1457, Public Way Vacation – Davis**

PUBLIC COMMENT (*on agenda items*):

CONSENT AGENDA:

1. **Minutes:** March 21, 2023 and April 4, 2023
2. **Claims:** All Town Funds: \$356,806.77; Wastewater Operating: \$344,669.79; Water Utility: \$85,061.60; Storm Water: \$2,061.28; Payroll: 4/14/2023- \$353,729.13; and March Remittances \$312,468.25
3. **Manual Journal Entries:** March 1, 2023 – March 31, 2023
4. **Tag Day Request:** Hanover Central Middle School Cheer, 9/16/23 with 9/23/23 rain date
5. **Donations:** Donation of \$2,710 to the Police Department for Ballistic Shields by Cedar Lake Summerfest, Dare Donation of \$1,000 by Douglas MacArthur PTO.

ORDINANCES & RESOLUTIONS:

1. **Ordinance No. 1451** - Railside Rezone from Agriculture and R-2 to PUD
2. **Ordinance No. 1453** – 2023 Salary Ordinance Amendment
3. **Ordinance No. 1459** – Establishing a K9 Non-Reverting Fund

BZA/PLAN COMMISSION

1. Acceptance of Performance Letter of Credit Extension for Beacon Pointe East, Unit 1 **in the amount of \$341,736.80**

NEW BUSINESS:

1. Police Department Reimbursement Agreement with Nicholas Enyeart

2. Fire Department Reimbursement Agreement with Frederick Sinew
3. CBBEL Professional Services Agreement for Construction Observation of the Lake Dredging Project **in an estimated amount of \$71,620**
4. CBBEL Change Order No. 1 – Lake Dredging Stage 2 for a Work Schedule Modification (*allows the project to start earlier in the year and to run on holidays and weekends for boater safety*)
5. 2023 Police Vehicle Financing

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, May 16, 2023 at 7:00 pm

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

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1456

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

WHEREAS, on the 17th day of January 2023, the Owners of real property located in the Town of Cedar Lake, Lake County, Indiana, legally described in Exhibit "A" attached hereto, petitioned the Town Council of the Town of Cedar Lake, Lake County, Indiana, to vacate a parcel of platted public way legally described in Exhibit "A", attached hereto; and

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

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

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

WHEREAS, the Town Council has further determined that the said platted public way so described is a platted public way in a residentially zoned subdivision which is not utilized by the Public in any manner and is not anticipated as needed for such purpose in the future.

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

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

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

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

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

ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, ON THIS ____ DAY OF _____, 2023.

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

Richard Sharpe, Town Council President

John C. Foreman, Vice-President

Robert H. Carnahan, Member

Nick Recupito, Member

Colleen Schieben Member

Ralph Miller, Member

Julie A. Rivera, Member

ATTEST:

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

EXHIBIT A

A 15-foot public alley between Lots 19, 19, 20 and 21 on the North side of West 139th Avenue in Lake shore Addition to Cedar Lake, Indiana, being a subdivision of part of the south ½ of Section 27, Township 34 North, Range 9 West of the 2nd P.M., as the same appears of record in Plat Book 20, page 9, in the Recorder's Office in said County.

Town of Cedar Lake

Public Way Vacation Application

1. List the street name and block or general vicinity of the public way vacation request.
8448 w. 139th Avenue

2. List all property tax key numbers relating to address or general vicinity of public way listed in item 1. Also, attach to this application a plat of survey and a full legal description of public way involved in this request. The legal description shall be prepared by a certified engineer or land surveyor.
Parcel # 45-15-27-407-027.000-014

3. Indicate the reason(s) for your request to vacate the public way described in item 2.
Constructed a single-family house with an attached deck. The deck will extend over the abandoned railroad walkway, which is not utilized and has neighboring structures extending over it facing the lake.

Property Owner(s) Information	Petitioner(s) Information (If different than owner.)
Name(s) John & Dorys Rago	Name(s) SAME
Mailing Address [REDACTED]	Mailing Address
City, State, Zip Cedar Lake, IN 46303	City, State, Zip
Phone [REDACTED]	Phone
Alternate Phone N/A	Alternate Phone
Fax N/A	Fax

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 and belief and that I (we) have read all the information contained above and that I (we) am/are submitting such facts and figures to the Cedar Lake Town Council for the purpose of this request for the above referenced real estate.

Signature of Owner(s)

STATE OF INDIANA

COUNTY OF LAKE

) SS:

Subscribed and sworn to before me this 20 day of September, 2022.

Signature of Petitioner(s)

STATE OF INDIANA

COUNTY OF LAKE

) SS:

Subscribed and sworn to before me this 20 day of September, 2022.

Notary Public
My Commission Expires 1-17-30

Notary Public
My Commission Expires 1-17-30

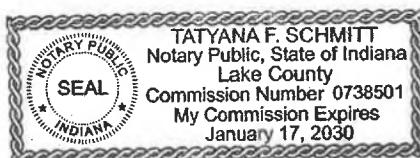
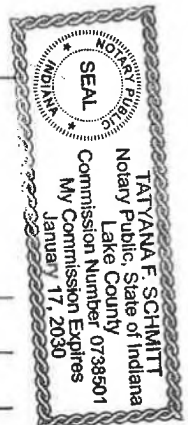


EXHIBIT A



TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1457

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

WHEREAS, on the 9th day of January 2023, the Owners of real property located in the Town of Cedar Lake, Lake County, Indiana, legally described in Exhibit "A" attached hereto, petitioned the Town Council of the Town of Cedar Lake, Lake County, Indiana, to vacate two (2) parcels of platted public way legally described in Exhibit "A", attached hereto; and

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

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

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

WHEREAS, the Town Council has further determined that the said platted public way so described is a platted public way in a residentially zoned subdivision which is not utilized by the Public in any manner and is not anticipated as needed for such purpose in the future.

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

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

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

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

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

ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, ON THIS ____ DAY OF _____, 2023.

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

Richard Sharpe, Town Council President

John C. Foreman, Vice-President

Robert H. Carnahan, Member

Nick Recupito, Member

Colleen Schieben Member

Ralph Miller, Member

Julie A. Rivera, Member

ATTEST:

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

EXHIBIT "A"

LEGAL DESCRIPTION: All of that portion of Sherman Street (30-feet wide) lying between Lots 1, 2, 3, 4, 5, and 6 on the East side of Sherman Street and Lots 47, 48, 49, 50, 51, and 52 on the West Side of Sherman Street, all in Blimm's Subdivision, as per plat thereof, recorded in Plat Book 21, page 53 in the Office of the Recorder of Lake County, Indiana.

Town of Cedar Lake

Public Way Vacation Application

1. List the street name and block or general vicinity of the public way vacation request.

14004 Sherman Street - 14009 Sherman Street

2. List all property tax key numbers relating to address or general vicinity of public way listed in item 1. Also, attach to this application a plat of survey and a full legal description of public way involved in this request. The legal description shall be prepared by a certified engineer or land surveyor.

parcel # 45-15-24-456-021.000-043 - 14004 Sherman

parcel # 45-15-24-457-001.000-043 - 14009 Sherman

3. Indicate the reason(s) for your request to vacate the public way described in item 2.

to combine 2 parcels and build a single family home.

Property Owner(s) Information	Petitioner(s) Information (If different than owner.)
Name(s) <u>Tammy Fisher</u>	Name(s) <u>Thomas Davis and Alexis Bernae Davis</u>
Mailing Address [REDACTED]	Mailing Address [REDACTED]
City, State, Zip <u>Cedar Lake IN 46303</u>	City, State, Zip <u>Crown Point IN 46307</u>
Phone [REDACTED]	Phone [REDACTED]
Alternate Phone [REDACTED]	Alternate Phone [REDACTED]
Fax [REDACTED]	Fax [REDACTED]

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 and belief and that I (we) have read all the information contained above and that I (we) am/are submitting such facts and figures to the Cedar Lake Town Council for the purpose of this request for the above referenced real estate.

Signature of Owner(s):

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)



Subscribed and sworn to before me this 9TH day of January, 2023

Signature of Petitioner(s):

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Notary Public
My Commission Expires May 7, 2028

Subscribed and sworn to before me this 9TH day of January, 2023



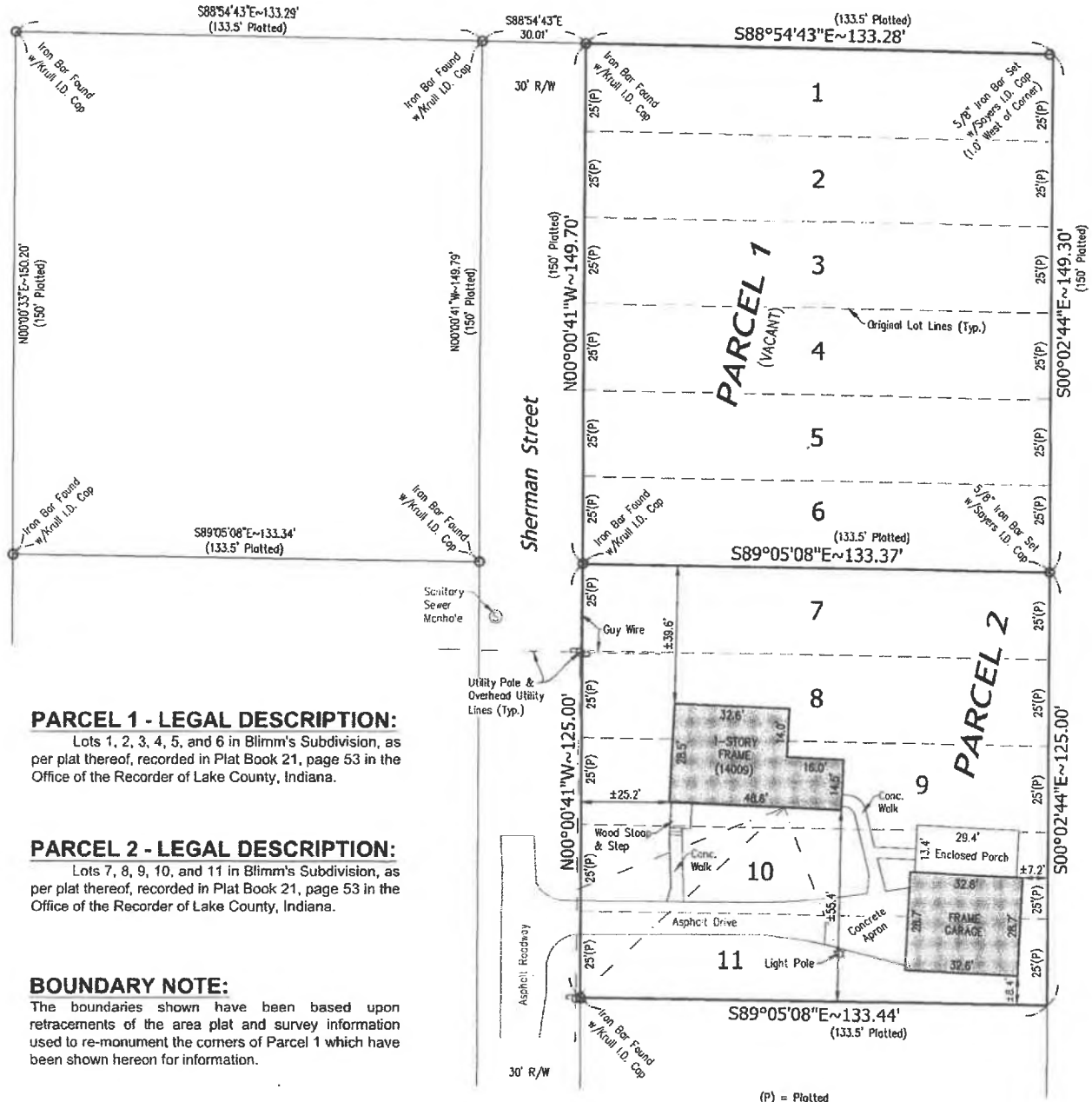
Notary Public
My Commission Expires May 7, 2028



610 SOUTH HALLECK STREET, P.O. BOX 472, DEMOTTE, INDIANA 46310
PHONE: 219-987-8330 FAX: 260-230-2003

SURVEYOR LOCATION REPORT

CAUTION: THIS REPORT IS INTENDED FOR USE ONLY BY TITLE INSURANCE COMPANIES AND LENDERS, OR OTHER PARTIES SPECIFICALLY NAMED HEREON. THIS REPORT IS NOT A PROPERTY SURVEY AND NO PROPERTY 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 THE DATA HEREIN FOR CONSTRUCTION OF NEW IMPROVEMENTS OR FENCES.



(P) = Plotted



THIS REPORT IS CERTIFIED ONLY TO THE FOLLOWING:

McColly Real Estate

SCALE: 1 IN. = 30 FT. DRAWN: KLS
DATE: 11-4-2012 JOB NO.: 913-2012
REVISED: _____
CLIENT: McColly Real Estate

FLD. BK.: 32 PG. 10 FILE NO.: 2437

DATE OF FIELD WORK: 11-03-2022

I HEREBY CERTIFY TO THE PARTIES NAMED ABOVE THAT THE REAL ESTATE DESCRIBED HEREIN WAS INSPECTED UNDER MY SUPERVISION ON THE DATE INDICATED AND THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS REPORT CONFORMS WITH THE REQUIREMENTS CONTAINED IN SECTIONS 27 THROUGH 29 OF 865 IAC I-12 FOR A SURVEYOR LOCATION REPORT. THE ACCURACY OF ANY FLOOD HAZARD STATEMENT SHOWN ON THIS REPORT IS SUBJECT TO MAP SCALE UNCERTAINTY IN LOCATION OR ELEVATION ON THE REFERENCED FLOOD INSURANCE RATE MAP

KEVIN L. SAYERS - PROFESSIONAL LAND SURVEYOR No. PS20200022



THIS PROPERTY IS LOCATED IN
FLOOD ZONE: _____ AS SHOWN
IN FIRM DATED: _____
COMMUNITY PANEL NUMBER:
Not Requested or Required

KRULL
L.R. No. 288
KRULL
R.No. 20100075

KRULL & SON

ENGINEERS AND SURVEYORS

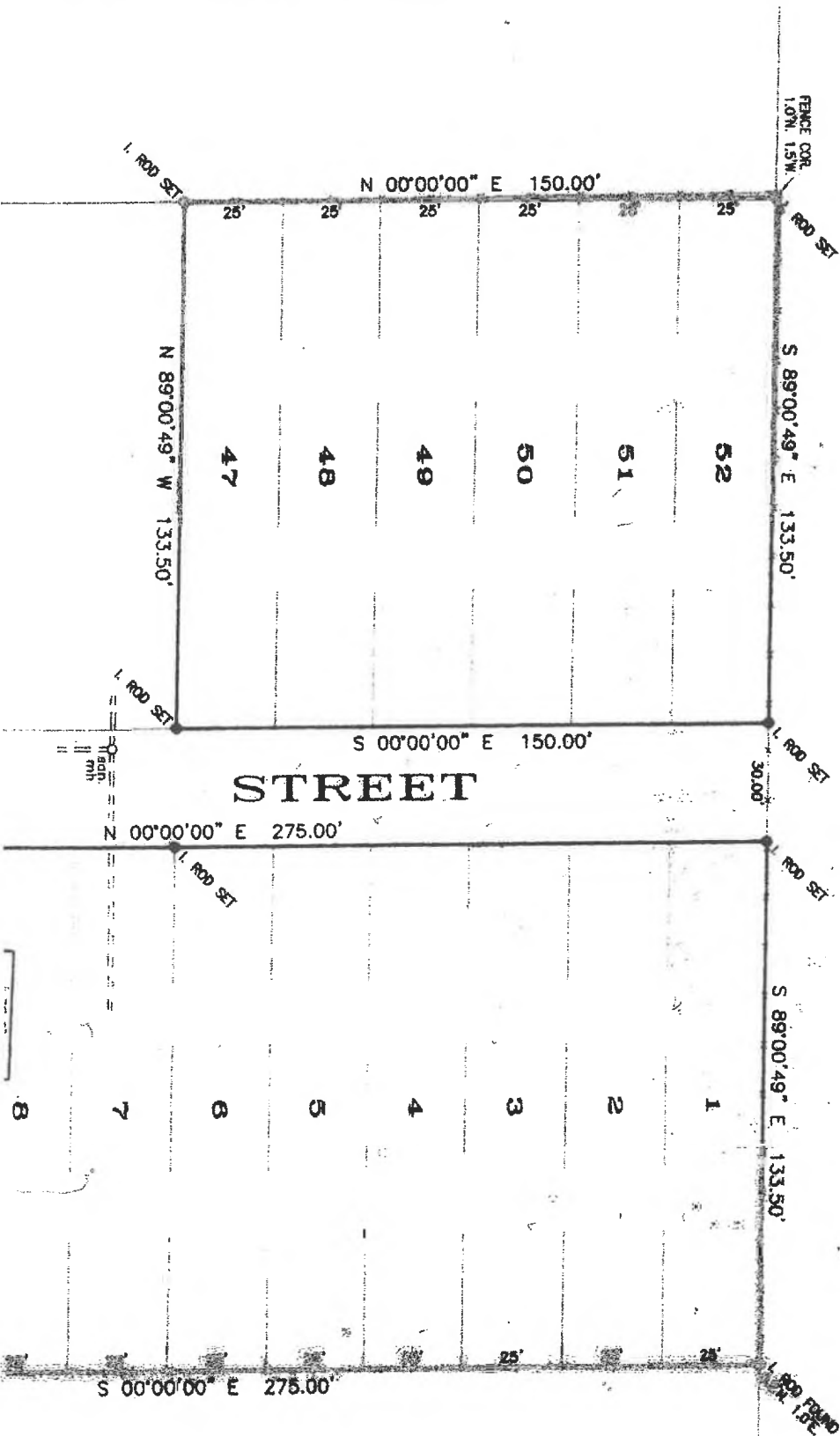
ESTABLISHED 1914
205 MAIN STREET
HOBART, INDIANA 46342
OFFICE PHONE 219-947-2068

NAME OF OWNER:

ADDRESS OF PROPERTY: 14009 Sherman Street, Cedar Lake, Indiana 48303

DESCRIPTION OF PROPERTY:

Book 21, page 53 in the Office of the Recorder of Lake County, Indiana.
Lots 47 to 52, both inclusive.



April 27, 2023

ALL TOWN FUNDS

\$356,806.77

WASTEWATER OPERATING

\$344,669.79

WATER UTILITY

\$85,061.60

STORM WATER

\$2,061.28

PAYROLL 4/14/23

\$353,729.13

MARCH REMITTANCES

\$312,468.25

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1451

AN ORDINANCE RECLASSIFYING CERTAIN LANDS IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, FOR ZONING PURPOSES, AND AMENDING TOWN ZONING ORDINANCE NO. 1402, BEING:

"THE ZONING ORDINANCE OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA",

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, THE 1st DAY OF MARCH 2022, AND ALL AMENDMENTS PASSED SUBSEQUENT THERETO.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Council"), pursuant to the provisions of I.C. §36-7-4-600, *et seq.*, did, on the 1st day of March 2022, adopt a Zoning Ordinance Text Replacement Ordinance for the Town designated as Town Zoning Ordinance No. 1402; and

WHEREAS, the Town Council likewise on the aforesaid date, adopted the Replacement Zone Map of the Town of Cedar Lake, Lake County, Indiana; and

WHEREAS, the Plan Commission of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Plan Commission"), has been petitioned by the Owners of certain real property located in the Town of Cedar Lake, Lake County, Indiana, to reclassify said real property, located at what is addressed as 10702 W. 141st Ave., Cedar Lake, Indiana 46303 for zoning purposes from (A) Agricultural and (R-2) Single Family Zoning District Classification to Chapter 9 – Planned Unit Development (PUD) Zoning District Classification; and

WHEREAS, the Plan Commission did, on March 15, 2023, and April 5, 2023, pursuant to published notice as required by applicable law, hold a Public Hearing in Plan Commission Public Meetings on said dates on the advisability and necessity of rezoning said property; further, the aforesaid public hearing was continued to its conclusion, pursuant to applicable law; and

WHEREAS, the Plan Commission, after due notice and publication in conformance with applicable law, and the public hearing being concluded pursuant to applicable law to consider the petition for the proposed amendment to the Town Zone Map, has recommended approval of the same by Favorable Recommendation Certification, which Certification was made dated April 5, 2023; and

WHEREAS, the Town Council has been informed and advised that the recommended Amendatory Zone Map Ordinance amends the current Town Zone Map, and conforms to applicable Indiana State Statute and Town Ordinances for such approvals; and

WHEREAS, the Town Council, having reviewed the proposed Amended Town Zone Map Ordinance, as well as the Favorable Recommendation Certification of the Plan Commission pertaining to the same, now concurs that it is advisable, appropriate, and in the best interests of the residents of the Town of Cedar Lake and Petitioner herein that the current Town Zone Map be amended as requested, and as certified by Favorable Recommendation of the Town Plan Commission by adoption of this Zone Map Amendatory Ordinance.

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

SECTION ONE: That Town Zoning Ordinance No. 1402, all amendments to Zoning Ordinance No. 1402 passed subsequent thereto, and the Town of Cedar Lake Zoning Map, are all amended by changing the zoning district classification of the following described parcels of real property, all lying within the Municipal Corporate limits of the Town of Cedar Lake, Lake County, Indiana, from (A) Agricultural Zoning District Classification and (R-2) Single Family Zoning District to Chapter 9 – Planned Unit Development (PUD) Zoning District Classification, as set forth and depicted hereinafter, namely, to wit:

See Attached Exhibit “A”
(Legal Description)

The Town Zone Map and Zoning District Classification Amendment granted hereby is expressly contingent upon conformance to and compliance with the following terms and conditions, namely:

- A. The Planning Approval Application(s) for the Applicant/Owner, Henn Holdings, LLC, an Indiana Limited Liability Company, dated the 4th day of November 2022, which is attached as Exhibit “B” hereto, and is incorporated herein.
- B. The approved PUD DEVELOPMENT PLAN, presented and dated April 5, 2023, is attached as Exhibit “C” hereto, and is incorporated herein. The approved PUD DEVELOPMENT PROJECT GUIDELINES AGREEMENT, dated _____, 2023, as presented by the Owner/Petitioner, and approved by each of the Town Plan Commission and Town Council, is attached as Exhibit “D” hereto, and is incorporated herein.

- C. All other terms and conditions of the Railside Project Business Park Subdivision Plat Approval and PUD Ordinance and Development Agreements by the Town Plan Commission. A copy of the Railside Project Business Park Subdivision Plat. Attached hereto as Exhibit "E".
- D. Compliance by the Owner/Petitioner with all of the rules, regulations, and requirements for Project Development in the Town of Cedar Lake, as well as all Town Ordinances, as same are all amended from time to time.
- E. This Planned Unit Development Zoning District Classification Zone Map Amendment is expressly contingent upon payment by the Owner/Petitioner of all fees, costs, and charges incurred by the Town related to this Application, including engineering, legal, and all related.
- F. Compliance with all terms and conditions set forth in the Town Engineering review letter of CBBEL for said project parcel dated the 30th day of March 2023, a copy of which is attached hereto and incorporated herein as Exhibit "F".
- G. Compliance by the Developer with all representations and conditions agreed upon in any Public Meeting of the Town Plan Commission with the Owner/Petitioner, as evidenced by the term set forth in approved Plan Commission Meeting Minutes of March 15, 2023, and April 5, 2023, which approved Meeting Minutes, when approved, are attached hereto as Exhibit "G".
- H. The Declaration of Covenants, Conditions, Restrictions & Easements for Railside POA (hereinafter the "Declaration of Covenants"), the final version of which shall not be inconsistent with the Planned United Development Zoning Ordinance, which shall be attached hereto as Exhibit "H".

That hereafter, upon approval and adoption by the Town Council of the Town of Cedar Lake, Lake County, Indiana, the Zoning District Classification of the subject parcel shall be identified as Chapter 9 - Planned Unit Development (PUD) Zoning District Classification. This subject parcel may also be known as the "Cedar Lake Railside PUD Mixed Use Zoning District" for Town Zone Map purposes. The designation identified shall be inserted onto the Town Zoning Map, as well as any parcel identification for the subject parcel of real estate described herein, as well as the Zone Map Amendatory Planned Unit Development (P.U.D.) Commercial/Industrial Ordinance adopted hereby.

SECTION TWO: 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 compliance with all approval conditions aforestated, and in conformance with applicable law as exercised by the Town Council of the Town of Cedar Lake, Lake County, Indiana, pursuant to the provisions of I.C. §36-7-4 et seq., as amended.

**ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF
THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, THIS 27th DAY OF APRIL
2023.**

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

Richard Sharpe, Town Council President

John C. Foreman, Town Council Vice-President

Robert H. Carnahan, Town Council Member

Julie A. Rivera, Town Council Member

Nick Recupito, Town Council Member

Ralph Miller, Town Council Member

Colleen Schieben, Town Council Member

ATTEST:

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

Exhibit A – LEGAL DESCRIPTION

A PARCEL OF LAND IN THE EAST HALF OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LYING WESTERLY OF THE INDIANA HARBOR BELT RAILROAD (FORMERLY NEW YORK CENTRAL RAILROAD), IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, SAID PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST HALF, THENCE NORTH 00 DEGREES 10 MINUTES 30 SECONDS EAST, 250.01 FEET ALONG THE WEST LINE OF SAID EAST HALF TO THE NORTHWEST CORNER OF LAND DESCRIBED TO LARRY THOMAS STENGER JR. IN LIMITED LIABILITY COMPANY WARRANTY DEED DOCUMENT NUMBER 2022-525987, RECORDED ON JUNE 23, 2022 IN THE RECORDER'S OFFICE OF SAID COUNTY, BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 10 MINUTES 30 SECONDS EAST, 2404.98 FEET ALONG LAST SAID WEST LINE TO THE NORTH LINE OF SAID EAST HALF; THENCE NORTH 00 DEGREES 10 MINUTES 31 SECONDS EAST, 643.50 FEET ALONG THE WEST LINE OF SAID QUARTER-QUARTER TO THE SOUTH LINE OF LAND DESCRIBED TO CEDAR LAKE LITTLE LEAGUE IN WARRANTY DEED DOCUMENT NUMBER 744850, RECORDED ON FEBRUARY 10, 1984 IN SAID RECORDER'S OFFICE; THENCE SOUTH 89 DEGREES 16 MINUTES 52 SECONDS EAST, 600.66 FEET ALONG LAST SAID SOUTH LINE TO THE WEST LINE OF SAID RAILROAD; THENCE SOUTH 05 DEGREES 01 MINUTES 10 SECONDS EAST, 3315.59 FEET ALONG LAST SAID WEST LINE TO THE SOUTH LINE OF SAID EAST HALF; THENCE NORTH 89 DEGREES 14 MINUTES 28 SECONDS WEST, 690.84 FEET ALONG LAST SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID STENGER LAND; THENCE NORTH 00 DEGREES 10 MINUTES 30 SECONDS EAST, 250.01 FEET ALONG THE EAST LINE OF SAID STENGER LAND TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 14 MINUTES 28 SECONDS WEST, 210.01 FEET ALONG THE NORTH LINE OF SAID STENGER LAND TO THE POINT OF BEGINNING, EXCEPTING THEREFROM LAND DESCRIBED TO THOMAS M. KRETZ AND TONY D. KRETZ IN QUIT-CLAIM DEED DOCUMENT NUMBER 2017-055775, RECORDED ON AUGUST 21, 2017 IN SAID RECORDER'S OFFICE, SAID PARCEL LESS EXCEPTION CONTAINING 55.59 ACRES MORE OR LESS.



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. _____
FILING FEE \$392.00
RECEIPT NO. 634096

PLANNING APPLICATION

PROPERTY ADDRESS: 10702 W 141st Ave Cedar Lake IN ZONING AG
TAX KEY NUMBER(S): 45-15-28-376-002.000-013

PETITIONER(S) INFORMATION

NAME: Henn Holdings, LLC Phone: 219.230.4533
ADDRESS: c/o vis law PO Box 980 Alt. Phone: _____
CITY, STATE, ZIP: Cedar Lake IN 46303 Email: ndv@vislaw.com

OWNER(S) INFORMATION

NAME: Henn Holdings, LLC Phone: _____
ADDRESS: _____ Alt. Phone: _____
CITY, STATE, ZIP: See above Email: _____

REQUEST (check all that apply):

SUBDIVISION:

- ☒ Preliminary Plat
☐ Final Plat

☒ REZONE

☐ PUBLIC WAY VACATION

☒ PUD Application

☐ CONCEPT PLAN

☐ SITE PLAN

☐ PUD AMENDMENT

DESCRIBE THE REQUEST:

See attached

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.

[Redacted Signature]

Signature(s) of Owner(s)

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Subscribed and sworn to before me on this 4 day of
NOV, 2022

[Redacted Notary Signature]

Notary Public

My Commission expires: 4-14-26
LISA M. KMETZ
Notary Public, State of Indiana
Lake
Commission Number 712363
My Commission Expires
April 14, 2026

[Redacted Signature]

Signature(s) of Petitioner(s)

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Subscribed and sworn to before me on this 4 day of
NOV, 2022

[Redacted Notary Signature]

Notary Public

My Commission expires: 4-14-26

LISA M. KMETZ
Notary Public, State of Indiana
Lake
Commission Number 712363
My Commission Expires
April 14, 2026

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
realstate@nvislaw.com

TO: Town of Cedar Lake

RE: Preliminary Plat/Re-Zone/PUD Application – Henn Holdings, LLC – 10702 141st Avenue,
Cedar Lake, IN

Dear Town of Cedar Lake Officials:

Please find attached Henn Holdings, LLC initial application for Re-zone/PUD application for the involved property.

I have attached hereto the conceptual plan, legal description, and outlined below brief summary of goal for this project. As you are aware, this property was just recently annexed (large portion of it) into the Town of Cedar Lake.

The goal of this development, is to place the lots closest to 141st as an B3 Zoning designation. This would include approximately the eight (8) lots closest to 141st. The remainder lots would have M1 designation.

Respectfully,



Nathan D. Vis

Value Integrity Service

Business. Real Estate. Estate Planning. Personal Injury.

GINA PIMENTEL
RECORDER
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2022-015964
8:32 AM 2022 May 20

TRUSTEE'S DEED

TAX: LD NO. 45-15-38-316-002-000-013 (PARCEL 1A)
45-15-38-376-005-000-013 (PARCEL 1B)
45-15-38-316-003-000-013 (PARCEL 1C)
45-15-38-316-001-000-013 (PARCEL 1D)
45-15-38-176-005-000-014 (PARCEL 1E)
45-15-38-176-002-000-013 (PARCEL 1F)

THIS INDENTURE WITNESSETH, THAT TRICIA KRETZ, TRUSTEE OF THE TRICIA KRETZ REVOCABLE TRUST, (GRANTOR), of LAKE County in the State of INDIANA, CONVEY TO HENY HOLDINGS, LLC, (GRANTEE) of LAKE County in the State of INDIANA, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following described real estate in LAKE County in the State of Indiana:

SEE LEGAL DESCRIPTION ON EXHIBIT 'A' ATTACHED HERETO

COMMONLY KNOWN AS: 10702 W HUNT AVE., CEDAR LAKE, IN 46503

SUBJECT TO SPECIAL ASSESSMENTS, IF ANY, 2021 TAXES PAYABLE 2022, 2021 TAXES PAYABLE, 2021 AND ALL REAL ESTATE TAXES DUE AND PAYABLE HEREAFTER.

SUBJECT TO EASEMENTS, RESTRICTIONS AND COVENANTS OF RECORD, IF ANY.

THE GRANTOR CERTIFIES THAT THIS DEED IS EXECUTED IN ACCORDANCE WITH AND PURSUANT TO THE TERMS AND PROVISIONS OF THE UNRECORDED TRUST AGREEMENT UNDER WHICH TITLE TO THE ABOVE DESCRIBED REAL ESTATE IS HELD AND THAT THE TRUSTEE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS DEED AS OF THE DATE OF EXECUTION.

Dated this 9 day of MAY, 2022

DUTY ENTERED FOR TAXATION SUBJECT
TO FINAL ACCEPTANCE FOR TRANSFER

TRICIA KRETZ, TRUSTEE OF THE
TRICIA KRETZ REVOCABLE TRUST

MAY 18 2022

STATE OF INDIANA, COUNTY OF LAKE) SS:

JOHN E. PETALUS
LAKE COUNTY AUDITOR

Before me, the undersigned, a Notary Public in and for said County and State, this 9 day of MAY, 2022, personally TRICIA KRETZ, TRUSTEE OF THE TRICIA KRETZ REVOCABLE TRUST and acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Commission Number: NP0127054

COMMUNITY TITLE COMPANY
FILED 02224024

My commission expires: 6-2-26

Signature

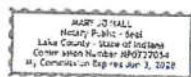
EX # 15428

Resident of LAKE County

Printed

MARY JO HALL

Notary Public



NOT AN OFFICIAL DOCUMENT

This instrument prepared by: NATHAN D. VIS, Attorney at Law, ID No. 29535-45
VIS LAW, LLC, P.O. Box 980, Cedar Lake, IN 46303
No legal opinion given to Grantor(s) or Grantee(s) in preparation of deed or fact of holding ownership. All information used supplied by title company.

RETURN DEED TO: GRANTEE
GRANTEE STREET OR RURAL ROUTE ADDRESS: 10702 W 141ST AVE., CEDAR LAKE, IN 46303
SEND TAX BILLS TO: GRANTEE

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law.

Signature

Printed Name

NATHAN D. VIS

NATHAN D. VIS

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EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 2224089

PARCEL 1:

PARCEL 1A:
ALL THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M., IN LAKE COUNTY, INDIANA THAT LIES WEST OF THE RIGHT OF WAY LINE OF THE (INDIANA HARBOR RAILWAY) NEW YORK CENTRAL RAILROAD, EXCEPT THE WEST 1 ROD AND THE NORTH 25 FEET THEREOF (KEY NUMBER 8-35-9); GOVERNING 10 ACRES MORE OR LESS.

PARCEL 1B:
THE EAST 1/2 OF THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, LYING WESTERLY OF THE (INDIANA HARBOR RAILWAY) NEW YORK CENTRAL RAILROAD.

PARCEL 1C:
A PARCEL OF LAND SITUATED IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT WHICH IS THE INTERSECTION POINT OF THE WESTERLY RIGHT OF WAY LINE OF THE (INDIANA HARBOR RAILWAY) NEW YORK CENTRAL RAILROAD AND THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SAID SECTION 28; THENCE WEST, ALONG THE NORTH LINE OF SAID SOUTH 1/2, OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 130 FEET TO A POINT; THENCE SOUTH ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 170 FEET TO A POINT; THENCE WEST, ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 20 FEET TO A POINT; THENCE SOUTH, ALONG THE LINE PARALLEL TO THE WEST LINE OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 80 FEET TO A POINT; THENCE EAST, ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE WESTERLY RIGHT OF WAY LINE OF THE (INDIANA HARBOR RAILWAY) NEW YORK CENTRAL RAILROAD; THENCE NORTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF THE (INDIANA HARBOR RAILWAY) NEW YORK CENTRAL RAILROAD TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT OF INGRESS AND EGRESS OVER AND ALONG A STRIP OF LAND 25 FEET IN WIDTH COMMENCING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF (INDIANA HARBOR RAILWAY) NEW YORK CENTRAL RAILROAD AND THE SOUTH LINE OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA; RUNNING THENCE NORTHERLY ALONG THE WESTERLY RIGHT OF WAY OF THE LINE OF (INDIANA HARBOR RAILWAY) NEW YORK CENTRAL RAILROAD, TO THE

NOT AN OFFICIAL DOCUMENT

POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF THE ABOVE CONVEYED PARCEL.

PARCEL 1D:

THE WEST 1 ROD OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M., IN LAKE COUNTY, INDIANA (KEY NUMBER 8-35-2); COUNTING .25 ACRES MORE OR LESS.

PARCEL 1E:

THE SOUTH 630.66 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M., IN LAKE COUNTY, INDIANA, LYING WESTERLY OF THE RIGHT OF WAY OF THE NEW YORK CENTRAL RAILROAD, CONTAINING 9.637 ACRES, MORE OR LESS (KEY NUMBER 24-15-19).

PARCEL 1F:

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, EXCEPT THAT PART DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT WHICH IS THE INTERSECTING POINT OF THE WESTERLY RIGHT OF WAY LINE OF THE (INDIANA HARBOR RAILWAY) NEW YORK CENTRAL RAILROAD AND THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SAID SECTION 28; THENCE WEST, ALONG THE NORTH LINE OF THE SOUTH 1/2, OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 130 FEET TO A POINT; THENCE SOUTH ALONG A LINE PARALLEL TO THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 170 FEET TO A POINT; THENCE WEST, ALONG A LINE PARALLEL TO THE NORTH LINE OF THE SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 20 FEET TO A POINT; THENCE SOUTH, ALONG THE LINE PARALLEL TO THE WEST LINE OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 80 FEET TO A POINT; THENCE EAST, AMONG A LINE PARALLEL TO THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE WESTERLY RIGHT OF WAY LINE OF THE (INDIANA HARBOR RAILWAY) NEW YORK CENTRAL RAILROAD; THENCE NORTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF THE (INDIANA HARBOR RAILWAY) NEW YORK CENTRAL RAILROAD TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL PIN: 46-15-28-376-003-000-013 CONVEYED TO TRICIA KREITZ ON JUNE 22, 2017, (HEREINAFTER "PARCEL 376-003"); THENCE S 0° E, THIRTY FEET (30') TO THE POINT OF BEGINNING IN THE EYELET OF A CIRCULAR DRIVE; THENCE S 90° W, TWENTY FEET (20') TO A POINT; THENCE S 0° E, THIRTY FEET (30') TO A POINT; THENCE S 45° E, FORTY FEET (40') TO A POINT; THENCE N 45° E, FORTY FEET (40') TO A POINT; THENCE N 0° E, THIRTY FEET (30') TO A POINT; THENCE N 90° W TO THE POINT OF BEGINNING, IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, CONTAINING APPROXIMATELY 2,000 SQUARE FEET.

Exhibit C - DEVELOPMENT AGREEMENT

THIS PLANNED UNIT DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023, (the "Effective Date"), by and between the **TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA**, an Indiana Municipal Corporation (hereinafter referred to as the "Town"), and **HENN HOLDINGS, LLC**, an Indiana Limited Liability Company, (hereinafter referred to as "Developer"). Developer and Town shall be referred to as the Parties.

WITNESETH

WHEREAS, the Developer is the owner of that certain parcel of real estate commonly known as 10702 W. 141st Avenue, Cedar Lake, Indiana 46303, which contains approximately 55.47 acres (the "Subject Property") (**Exhibit A**), and it seeks to improve and develop the Subject Property into a twenty-eight (28) lot commercial/industrial subdivision (collectively, the "Lots") , to be known as Railside PUD Business Park (the "Subdivision") (**Exhibit B – Planning Approval Application**); and

WHEREAS, it is the purpose of this Agreement, consistent with requirements of the Town zoning Ordinance No. 1402, as amended, to clearly set forth the understanding and agreement of the Parties concerning the matters contained herein and to guarantee completion according to the items herein; and

WHEREAS, the Developer has sought the Town's approval to develop the Subject Property, and the Town Council of the Town has adopted Town Zone Map Amendatory Ordinance No. 1451 with underlying B-3 zoning and M-1 zoning; and

WHEREAS, the Developer has submitted a formal proposal for a Planned Unit Development Zoning District Classification to be located on the Subject Property, which includes (a) the Primary Plat of Railside, approved by the Plan Commission on April 5, 2023 (hereinafter the "Primary Plat"), a copy of which is included and attached as **Exhibit E**; (b) a copy of the Railside Planned Unit Development (PUD) Guidelines ("PUD Guidelines"), a copy of which is attached and included herein as **Exhibit D**; (c) the Declaration of Covenants, Conditions, Restrictions & Easements for Railside (hereinafter the "Declaration of Covenants"), the final version of which shall not be inconsistent with the Planned Unit Development Ordinance, which proposed Declaration of Covenants is attached hereto as **Exhibit H**; and (d) a copy of the final Engineering Review and recommended conditions (**Exhibit F**), and the applicable Town of Cedar Lake Plan Commission Meeting Minutes (**Exhibit G**) wherein Public Meeting actions were had and taken, and further wherein approval conditions and representations were made and give by the Developer, and its duly authorized representative; and

WHEREAS, a public hearing was held as required by applicable law on April 5, 2023, whereby at the conclusion of said public hearing the Town of Cedar Lake Plan Commission, on April 5, 2023, favorably recommended the rezoning of the Real Estate from Chapter 5 – Agriculture (A) and Chapter 6.2 Single Family (R-2) Zoning to Chapter 9 - Planned Unit 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 Railside PUD at the Town Council meeting held April 27, 2023, subject to the Town and Developer entering into this Agreement as required in Section I of Chapter 9 – Planned Unit Development (PUD) Zoning 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 Unit Development (PUD) Zoning District Classification, of Town Zoning Ordinance No. 1402, as amended from time to time.

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

COVENANTS

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. **Planned Unit Development Plan.** The development of the Subject Property shall be generally consistent with the Planned Unit Development Plan dated April 5, 2023,, (the “PUD Plan”), a copy of which is made a part hereof, attached hereto, and marked as Exhibit “C”.

3. **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 Railside PUD.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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:

Henn Holdings, LLC
c/o Vis Law, LLC

With a copy to:

Vis Law, LLC
c/o Nathan D. Vis
12632 Wicker Ave
Cedar Lake, IN 46303

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.

10. **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.

11. **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 April 27, 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.

12. **Manner of Ownership.** Henn Holdings, LLC, owns the Subject Property, and shall be liable under this Agreement.

13. **Common Area and Open Space.** The Subject Property is to be developed and improved into a commercial/industrial subdivision. Three (3) detention ponds are located in the Subdivision.

14. **Roads, Detention Pond, or Utilities.** The Developer shall construct the roads, drainage facilities, utilities, and other physical attributes pursuant to the PUD Plan. The detention ponds shall be constructed pursuant to the provisions of the approved and agreed upon PUD Plan. Developer shall post a Performance Letter of Credit in the amount of the proposed costs (at an amount of 110%) of the public improvements not yet constructed, as determined by the Town Plan Commission and its engineering consultant, to secure the remaining construction prior to the recording of the final plat. Developer may immediately complete all public improvements, including the final surface layer of street asphalt, prior to the recording of the final plat. Once public improvements are completed, this Performance Letter of Credit Surety may be released and the Developer shall post its Maintenance Letter of Credit Surety required by Town Ordinances upon such completion or other collateral agreed upon by the Town Plan Commission and its Engineering Consultant. The Parties agree the Performance Letter of Credit may be revisited for reduction reflecting the public improvements constructed and installed for requested reductions, upon satisfactory completion of all required inspections, testings, and as-built surveys.

15. **Maintenance Responsibilities.** The roads and public utility infrastructure are to be publicly dedicated and will be maintained by the Town after Developer's obligations for construction and maintenance are completed, pursuant to applicable Town Ordinances. The Outlots will be dedicated to an Association, created pursuant to the terms of the PUD, of which all individual lots shall be part of, to contribute to the ongoing annual maintenance of said Outlots. Individual Lots will be maintained by the owners.

16. **Other Agreements.**

- A. No sidewalks shall be required within the Subject Property based on the commercial/industrial uses, except for that entire frontage of land adjacent to W. 141st Avenue.
- B. No park area dedication or park fees shall be required for the Subject Property based on the commercial/industrial uses.

- C. Developer will install three (3) detention ponds as part of the PUD Plan, which will be transferred to an Association for care and maintenance. The Subject Property (and individual lots) may apply and qualify for a Quantity Reduction Credit (QRC) upon detention ponds and related infrastructure and topography being crafted properly and appropriate submissions being made to the Town of Cedar Lake, pursuant to Town of Cedar Lake, Lake County, Indiana, Ordinance No. [REDACTED] Title V, Chapter 53, Section 53.06(A).
- D. Performance Letter of Credit & Maintenance Letter of Credit. The Developer shall comply with Town of Cedar Lake Subdivision Control Ordinance No. 498, Title III, Section 6. The Town hereby also agrees that it shall waive the requirement that eighty percent (80%) of the lots must be constructed, prior to the placement of surface asphalt for public roadways. Prior to transfer to the Town, the Town shall ensure same is in good condition, normal wear and tear excepted. Any wear and tear to the roadway shall be repaired by the Developer (or third parties at its direction), and approved by the Town, prior to acceptance. (Parties recognize Declaration of Covenants enables Developer to hold third parties liable/responsible for these repair costs if incurred).

17.. **Miscellaneous.**

- A. This Agreement is entered into by the Town and Developer as required by the provisions of Section 1 of Chapter 9 of Town Zoning Ordinance No. 1402, as well as the Town Subdivision Control Ordinance, and all other Ordinances of Town requirements, as all are amended from time to time. In the event of any conflict between the terms of this Agreement and the Town's Rules, Regulations and Ordinances, this Agreement shall control and shall supersede any inconsistent terms herein.
- B. The Developer shall reimburse the Town for costs and expenses that the Town incurred with third parties in the review and approval of the Subdivision, including, but not limited to, engineering and legal.
- C. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto, and their respective successors and assigns.
- D. Any Party that is a business entity entering into this Agreement represents and warrants that all authorization and entity authority has been provided to that Party, and that all corporate or entity actions have been taken and done to perform as contemplates by this Agreement. Furthermore, all corporate or entity Parties represent and warrant that any and all signatures appearing in this document are authorized on behalf of same.

- E. The Parties hereby agree, that unless otherwise agreed between the Parties, the Developer anticipates this Development (all public improvements) shall be commenced and installed, within eighteen (18) months of issuance of necessary building permits to commence work.
- F. 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 the 27th day of April 2023, by a vote of _____ in favor and _____ against, and whereby the President of the Town Council and Town Clerk-Treasurer, respectively, were directed to execute and attest the same, and deliver this Agreement.

IN WITNESS WHEREOF, the Town and Developer have entered into and executed this Agreement or caused the same to be properly executed as of the date hereinabove set forth.

DEVELOPER

**Henn Holdings, LLC,
an Indiana Limited
Liability Company**

By: _____

Printed
Name: _____
Duly Authorized Member

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

TOWN

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

Richard Sharpe, Town Council President

John C. Foreman, Town Council Vice-President

Nick Recupito, Town Council Member

Ralph Miller, Town Council Member

Colleen Schieben, Town Council Member

Julie A. Rivera, Town Council Member

EXHIBIT D

PLANNED UNIT DEVELOPMENT (PUD) GUIDELINES FOR TOWN OF CEDAR LAKE - CEDAR LAKE RAILSIDE PUD MIXED USE PROJECT

TABLE OF CONTENTS

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Section 2:	Use and Bulk Regulations
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Section 5:	Lot Sizes
Section 6:	Maximum Building Area Lot Coverage
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Section 10:	Corner Lots
Section 11:	M1 Lots Abutting Business/Residential/Other Districts
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Section 13:	Open Storage
Section 14:	Design and Development Standards/Elements
Section 15:	Signage
Section 16:	Landscape Design
Section 17:	Infrastructure Elements
Section 18:	Stormwater
Section 19:	Easements
Section 20:	Utility Services
Section 21:	Lighting
Section 22:	Association

Appendices:

- A. Railside ALTA Survey & Legal Descriptions**
- B. Planned Unit Development Plan**

The terms and provisions set forth herein shall be supplemental Project parameters and guidelines for the Cedar Lake Railside PUD Mixed Use Planned Unit Development Project as follows, namely:

Section 1. Applicability of Ordinance.

A. Development of the Cedar Lake Railside PUD Mixed Use District Project shall be governed by (i) the provisions of the Town Zone Map Amendatory Ordinance for the Project applied for (hereinafter, the PUD Ordinance”), and its Exhibits, and (ii) the provisions of Town Zoning Ordinance No. 1402, as amended, and as made applicable to a Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by the PUD Ordinance.

B. All provisions and representations of Town Zoning Ordinance No. 1402, as amended that conflict with the provisions of this PUD Ordinance are hereby made inapplicable to the Real Estate and shall be superseded by the terms of this PUD Ordinance.

Section 2. Definitions. Capitalized terms not otherwise defined in this Ordinance shall have the meanings ascribed to them in Town Zoning Ordinance No. 1402, as amended.

Section 3. PUD Development Plan. The PUD Development Plan, attached hereto as **Exhibit C**, is hereby incorporated in accordance with Chapter 9 of Town Zoning Ordinance No. 1402, as amended. The subject parcel shall be developed in substantial compliance with the PUD Development Plan.

Section 4. Permitted Uses. The commercial uses allowed in accordance with Chapter 7.3 and 8.1 of Town Zoning Ordinance No. 1402, as amended, and as set forth in the PUD Development Plan, shall be permitted.

Section 5. General Regulations. The standards of Chapter 9 of Town Zoning Ordinance No. 1402 shall apply to the development of the Project, except as otherwise modified herein.

Section 6. Development Standards. The standards and provisions of Chapter 10 of Town Zoning Ordinance No. 1402, entitled “Development Standards,” shall apply to the development of the Project, except as otherwise modified below.

Section 7. Design and Architectural Standards. The design and architectural standards set forth in the PUD Development Plan, as set forth in attached **Exhibit C**, shall apply to the development of the District.

Section 8. Landscaping Standards. The Landscaping Requirements and Standards set forth in Chapter 13 of Town Zoning Ordinance No. 1402, as amended, shall apply, except as otherwise modified or enhanced by the PUD Development Plan.

Section 9. Infrastructure Standards. The PUD District's infrastructure shall comply with Town Zoning Ordinance No. 1402 and the Town's Subdivision Control Ordinance, as amended, unless otherwise approved by the Plan Commission in consideration of the preservation of the natural topography and environment and in consideration to the unique design intent of the District.

Section 10. Lighting Standards. The lighting standards set forth in Chapter 14 of Town Zoning Ordinance No. 1402, as amended, shall apply to the development of the PUD District, except as otherwise modified or enhanced by the PUD Development Plan.

Section 11. Fence Standards. The fence standards set forth in Chapter 15 of Town Zoning Ordinance No. 1402, as amended, shall apply, except as otherwise modified or enhanced by the PUD Development Plan.

Section 12. Sign Standards. The sign standards as found in Chapter 16 of Town Zoning Ordinance No. 1402 shall apply to the development of the PUD District, except as otherwise modified or enhanced by the PUD Development Plan.

Section 13. Fees. The fee standard set forth in Chapter 20 of Town Zoning Ordinance No. 1402, as amended, shall apply to the development of the PUD District, except as otherwise modified or enhanced by the PUD Development Plan, or as otherwise agreed upon between the Petitioner and the Town.

Section 14. Site Plan. Site Plans shall be reviewed and approved of by the Plan Commission as set forth in Chapter 17 of the Town Zoning Ordinance No. 1402, as amended

Section 15. Plan Commission Public Meeting Action. It is expressly stated that this AGREEMENT is entered into after action at a Public Meeting of the Plan Commission of the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, on the 5th day of April 2023, wherein by a vote of 6 (six) in favor, and 0 (zero) against, the AGREEMENT herein was directed to be made, and the President of the Plan Commission and the Town Recording Secretary, respectively, were directed to execute and attest said AGREEMENT.

Section 16. Town Council Public Meeting Action. It is expressly stated that this AGREEMENT is entered into after action at a Public Meeting of the Town Council of the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, on the 27th day of April 2023, wherein by a vote of ____ in favor, and ____ against, the AGREEMENT herein was directed to be made, and the President of the Town Council and the Town Clerk-Treasurer, respectively, were directed to execute and attest said AGREEMENT.

Section 17. Corporate/Entity Authority. The undersigned Person or Persons executing this AGREEMENT on behalf of Corporate Parties or other legal entities to this AGREEMENT, represent and certify that they are duly elected or appointed Officers or Representatives of said corporations or entities, and are fully empowered to execute and deliver this AGREEMENT, and that all necessary corporate or entity action for the making of this AGREEMENT has been taken and done.

DEVELOPER

**Henn Holdings, LLC,
an Indiana Limited
COUNCIL
Liability Company**

By: _____

Printed
Name: _____
Duly Authorized Member

TOWN

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

By: _____
Richard Sharpe
Town Council President

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

By: _____
John Kiepura
Plan Commission President

Attest: _____
Recording Secretary

I. DEFINITIONS

Section 1.01. "Property" shall mean any real estate subject to the terms of these Restrictive Covenants.

Section 1.02. "Contractor" shall mean any individual, entity, business, or corporation which performs work, repairs, or construction on any lot, property, or unit located within the PUD.

Section 1.03. "Developer" shall mean and refer to Henn Holdings, LLC, an Indiana domestic Limited Liability Company, and its successors and assigns.

Section 1.04. "Development Area" shall mean the real estate described on **Appendix A** hereto, with all improvements thereon.

Section 1.05. "Lot" shall mean a part of the Submitted Parcel, the size and dimensions of which are shown on the Plat and **Appendix A**.

Section 1.06. "Mortgage" shall include a deed of trust, as well as a mortgage.

Section 1.07. "Mortgagee" shall include a beneficiary or holder of a deed or trust, as well as a mortgagee.

Section 1.08. "Mortgagor" shall include the trustor of a deed of trust, as well as a mortgagor.

Section 1.09. "Municipality" shall mean the Town of Cedar Lake, Lake County, Indiana, whichever shall apply.

Section 1.10. "Owner" shall mean and refer to one (1) or more persons or entities who hold the record title to any Lot but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale, the Purchaser (rather than the fee owner) will be considered the Owner.

Section 1.11. "Person" means a natural person, a corporation, a partnership, trustee or other legal entity.

Section 1.12. "Plat" shall mean the Cedar Lake Railside PUD Development, recorded in Plat Book ___, page ___, in the Office of the Recorder of Lake County, Indiana.

Section 1.13. "Association" Each Lot shall be a part of an Association, governed by Covenants, which shall outline the Lot owner's contribution and participation towards the maintenance of the common areas (owned by the Association), which shall be comprised of three ponds and surrounding areas, providing drainage for stormwater run-off in the Development Area and affiliated infrastructure and Association signage.

II. USE AND BULK REGULATIONS IN THIS PLANNED UNIT DEVELOPMENT

2.1 **Landscape Plan:** Landscape shall be performed in accordance with ARTICLE XIII of the Town of Cedar Lake, Indiana, Zoning Ordinance No. 1402, unless otherwise enunciated within this PUD.

2.2 **Signage:** Signage shall be created and installed in accordance with ARTICLE XVI of the Town of Cedar Lake, Indiana, Zoning Ordinance No. 1402, unless otherwise enunciated within this PUD.

2.3 **Lighting Plan:** Lighting shall be created and installed in accordance with ARTICLE XIV of the Town of Cedar Lake, Indiana, Zoning Ordinance No. 1402, unless otherwise enunciated within this PUD.

Chapters?

III. PURPOSE OF DECLARATION AND PROPERTY SUBJECTED TO DECLARATION

3.1 To develop and construct quality mixed used commercial development, combining commercial development with both B-3 and M-1 zoning district classification parcel developments for a total of twenty-eight (28) lots and three (3) stormwater detention outlots.

(a) The Developer seeks to provide upon the Property, through its planning and layout, the harmonious development of a commercial mixed-use development, by the imposition of these restrictions and easements as hereinafter set forth for the benefit of the Property, Owners, and the Municipality.

(b) By the recording of conditions and restrictions set forth herein, and the reservation of certain powers contained herein, Developer intends to provide a plan for the development of Property which is intended to enhance and protect the values of the Town.

(c) The Developer seeks to:

(i) prevent improper use of Property which may decrease value;

(ii) prevent improper construction of structures containing improper or unsuitable materials;

(iii) ensure adequate and reasonable development of the Property;

(iv) ensure uniform development of the Property and high design standards; and

(v) provide for the highest quality environment for the Property, its owners, and visitors.

(d) The Developer intends that the detention ponds be owned and maintained by an Association comprised of all Lot Owners located within the Development Area.

IV. PERMITTED USES. (ALLOWED USES – B3 ZONE AND M1 ZONE)

Pursuant to the attached and incorporated plat, the PUD Zoning District shall be split into two (2) Zoning Districts, a B3 zone and an M1 zone. The B3 zone shall be lots 1, 2, 3, 4, 5, 27, and 28. M1 zone shall be lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26. An M1 lot immediately adjacent to the B3 zone may be permitted to operate a business as outlined within the B-3 Zone.

The following listed uses are permitted within said PUD District. These allotted uses are outlined and notated as follows:

- (a) **B-3 Zone:** (Lots 1, 2, 3, 4, 5, 27, 28,) Allowed business uses shall be those outlined or similar in operation in following:

Retail sales
Restaurants/ Catering establishments
Building Material sales and warehousing, with accessory enclosed or fenced storage
Construction Offices/shop, including storage of construction vehicles
Drive through restaurants
Doctors/Medical offices
Urgent care
Outpatient services/surgery center
Dental/Orthodontist practice
Eye/Optometrists
Chiropractor/Reflexologist
Mental health
Gyms/Fitness center
Landscape/Garden center
Laundromats – no dry cleaning
Amusement establishments, indoor and outdoor, such as Arcades/Batting Cages, bowling alleys, pool halls, dancing halls, gymnasiums, swimming pools and skating rinks, and other similar uses/recreational use
Landscape/Garden Center
Paint/wallpaper sales & warehousing
Boat/watercraft sales & services
Professional offices
Attorney/CPA office
Insurance sales
Small contractors, with no outside storage
Appliance sales/service
Electronics sales/service
Banks/Investment services
Grocery & Convenience store
Clothing and apparel
Barber/Beauty shops
Florist/Gift shoppe
Hardware store
Bike, Motorcycle sales/service
Carpet/Flooring stores
Liquor store/tavern
Pet supplies
Sporting goods store
Tobacco store

Furniture store, sales & warehousing
 Computer sales, service, IT equipment sales
 Daycare, Preschool, Senior care center
 Automobile service center, and automobile service station
 Blueprinting and photocopying establishments
 Caskets and casket supplies
 Club or Lodge, private, fraternal, or religious
 Frozen food store, including locker rental in conjunction therewith
 Garages, parking private or public
 Garden supply center with open fenced lot sales
 Hotel
 Machinery and equipment sales and rental
 Any uses of similar nature and character to the uses described hereinabove.

b. **Multiple Uses:** Multiple B-3 Zoning uses shall be allowed on any single lot, without requiring further zoning approval/variances from the Town.

Prohibited Uses:

1. Any use which emits an obnoxious odor, fumes, or sound which can be heard or smelled outside of any building.
2. Any operation which is used primarily as refining, smelting, or mining.
3. Pawnshop, flea market, salvage store or auction house.
4. Adult Use establishments pursuant to Town Ordinances.

Any other business which may be allowed by Town Code (including by variance), shall be applied for and seek approval through the authorized Planning Body and Jurisdictional entity of the Town of Cedar Lake.

- (a) **M-1 Zone:** The following listed uses, or those similar in operation, are permitted within said PUD District. These allotted spaces are outlined and notated as follows:

26) **M-1 Zone (Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25,**

Auto/Truck service center and sales
 General contractors
 Excavating contractor
 Electrical contractor
 Plumbing contractor
 HVAC contractor
 Concrete/Masonry contractors
 Cabinet sales & fabrication
 Machine shop/Metal fabrication
 Food sales and warehousing

Restaurant supply sales & service
 Steel supplier, warehousing
 Tool/Equipment rental, sales, service
 Warehousing/Storage – non-hazardous items
 Light manufacturing/assembly – non-hazardous items
 Landscape contractor
 Sign company – sales & service
 Funeral home/crematory
 The manufacture, compounding, processing, packaging or treatment of food products exception fish and meat products, sauerkraut, yeast and the rendering or refining of fats and oils
 The manufacture of potter and figurines or any other similar ceramic products using only previously pulverized clay and kilns fired only by electricity or gas
 Automobile upholstery, rebuilding, reconditioning, truck repair or overhauling, tire retreading or recapping and battery manufacturing
 Manufacturing of office or store machines, equipment or supplies and the like
 Any uses of similar nature and character to the uses described herein

- (b) **Multiple Uses:** Multiple M-1 uses shall be allowed on any single lot, without requiring further zoning approval/variances from the Town.

Prohibited Uses:

- (a) **Any use which emits an obnoxious odor, fumes, or sound which can be heard or smelled outside of any building.**
- (b) **Any operation which is used primarily as refining, smelting, or mining.**
- (c) **Pawnshop, flea market, salvage store or auction house.**
- (d) **Adult Use establishments pursuant to Town Code**

Any other business which may be allowed by Town Code (including by variance), shall be applied for and seek approval through the Cedar Lake Plan Commission, or Cedar Lake Board of Zoning Appeals, as set forth therein.

V. LOT FORM DEPICTION FOR LOTS AND SETBACKS:

- (a) All lot sizes shall be as set forth on the approved subdivision plat. If an Owner acquires two (2) or more adjacent lots, they may assemble/join the lots together and build thereon, subject to all covenants/restrictions herein, and the side yard requirements for the interior of the abutting lots shall be automatically vacated, and no waiver or variance for the interior side lots shall be required to be obtained from the authorized Planning Body and Jurisdictional Entity of the Town of Cedar Lake. In the event that an Owner acquires two (2) or more adjacent lots, which are those adjacent to a B3/M1 zone, the Owner may extend the B3 zoning into the M1 District but may not

extend the M1 District into the B3 District. This shall not require approval from the Town of Cedar Lake or its affiliated Board of Zoning and Appeals.

VI. MAXIMUM BUILDING AREA LOT COVERAGE:

- (a) **B3 Zone:** All B3 lots shall be allowed a sixty-five percent (65%) buildings and structures lot coverage area. If multiple abutting lots are joined together under common ownership, this lot coverage shall apply to the collective acreage of all lots joined together.
- (b) **M1 Zone:** All B3 lots shall be allowed a sixty-five percent (65%) buildings and structures lot coverage area. If multiple abutting lots are joined together under common ownership, this lot coverage shall apply to the collective acreage of all lots joined together.
- (c) Storm Sewer Design Parameters for Lots 1-7 and 25-28 (Maximum): CN = 93 = 80% imperviousness and TC = 10 minutes.
- (d) Storm Sewer Design Parameters for Lots 8-24 (Maximum): CN = 94 = 85% imperviousness and TC 10 minutes.

VII. MINIMUM FRONT YARD:

- (a) **B3 Zone:** All B3 lots shall maintain a distance of thirty feet (30') from the building line and the street right of way, for building construction.

For Lots 1 and 2, Parking lots, separated by curbs and green spaces, may be built within twenty (20') feet of the street right of way, or as close as allowed by the Town of Cedar Lake, pursuant to site triangle calculations along W. 141st Avenue.

For all other B3 Zone lots, parking lot buildout may commence at the edge of the drainage and utility easement as noted on the Final Plat.

- (b) **M1 Zone:** All M1 lots shall maintain a distance of thirty feet (30') from the building line and street right of way, for building construction. All M1 lots may construct their parking lot buildout at the edge of the drainage and utility easement as noted on the Final Plat.

VIII. MINIMUM SIDE YARD:

- (a) **B3 Zone:** On all B-3 lots there shall be a side yard abutting adjacent lots having a width of not less than ten (10') feet, which shall be effectively screened from abutting lots by a strip of planting not less than five (5') feet in width, such planting consisting of not less than fifty percent (50%) evergreen material, scattered throughout, whose initial height shall be no less than six (6') feet in height. Parking/storage lots may commence at the edge of this screening/side yard, unless otherwise extended by any other easement. Construction of buildings must be located no closer than ten (10') feet from the side yard lot edge.

Where a lot owner purchases two (2) or more adjacent lots, the interior lots side yard shall be automatically vacated, if building across interior lot lines. Any single lot owner shall have two (2) side yards, each having a width not less than ten (10') feet for those not abutting a residential district. (If adjacent to the Cedar Lake Water Utility Easement, this shall be expanded to the eastern edge of said Easement).

- (b) **M1 Zone:** On all M-1 lots, there shall be a side yard abutting adjacent lots with a width of not less than ten (10') feet, which shall be effectively screened from abutting lots by a strip of planting not less than eight (8') feet in width, such planting consisting of not less than fifty percent (50%) evergreen material, scattered throughout, whose initial height shall be no less than six (6') feet in height. Parking/storage lots may commence at the edge of this screening/side yard, unless otherwise extended by any other easement. Construction of buildings must be located no closer than fifteen (15) feet from the side yard lot line.

Where a lot owner purchases two (2) or more adjacent lots, the interior lots side yard shall be automatically vacated, if building across interior lot lines.

IX. MINIMUM REAR YARD:

- (a) **B3 Zoning:** There shall be a rear yard on each lot where the distance shall not be less than ten (10') feet from the rear lot line (for building construction) (those lots (2, 3, 4, and 5) subject to a Cedar Lake Water Utility Easement shall have a rear yard setback at the eastern boundary line of the Cedar Lake Water Utility Easement). All rear yard building construction setbacks shall be subject to any easements located thereon and shall not encroach.

- (b) This rear yard shall be effectively screened from abutting lots by a strip of planting (no less than six (6') feet in height), not less than five (5') feet in width, such planting consisting of not less than fifty percent (50%) evergreen material scattered throughout. (For lots not adjacent to the Cedar Lake Water Utility Easement, plantings may be placed within the ten (10') feet distance from the boundary line of rear lot line/easements located at rear of property. Screenings may not be planted in any easement area. Parking/storage lots may commence at the edge of this screening/side yard, unless otherwise extended by any other easement.

For Lot 2 – the vegetation screening may be placed between the water utility easement and the western property boundary. For Lot 3, the rear yard shall be western edge and its perpendicular southern boundary.

Parking/storage lots may commence at the edge of this screening/side yard, unless otherwise extended by any other easement.

- (c) **M1 Zoning.** There shall be a rear yard on each lot where the distance shall not be less than fifteen (15') feet from the rear lot line (for building construction) (those lots subject to a Cedar Lake Water Utility Easement shall have a rear yard setback at the eastern boundary line of the Cedar Lake Water Utility Easement).

This rear yard shall be effectively screened from abutting lots by a strip of planting (no less than six (6') feet in height), not less than five (5') feet in width, such planting consisting of not less than fifty percent (50%) evergreen material scattered throughout. (For lots not adjacent to the Cedar Lake Water Utility Easement, plantings may be placed within the fifteen (15') feet distance from the rear lot line or as otherwise modified by any existing easement.) Plantings/screenings shall not be placed in any easement area

X. CORNER LOTS:

- (a) **M1 Zoning.** On each corner lot, there shall be two (2) side yards, the side yard abutting the street having a width of not less than thirty (30') feet for building construction, and the side yard not abutting the street having a width of not less than ten (10') feet, except as otherwise provided herein (for example, if lots joined, the interior lot shall not be necessary).

XI. M1 LOTS ABUTTING BUSINESS OR RESIDENTIAL OR OTHER DISTRICTS:

- (a) No building or structure shall be erected closer than thirty (30') feet to any residential/other zoning district, or fifteen (15') feet to any B3 zoning district. Nor shall any M1 parking area be closer than five (5') feet to any B3 zoning district or outlot or railway zoning or fifteen (15') feet from any residential zoning district. There shall be a greenbelt and/or green strip entirely covered by grass, shrubs, and/or trees, with fifty percent (50%) evergreen material scattered throughout between any M1 Parking area, and any adjacent district.

XII. HEIGHT STANDARDS:

- (a) **B3 Zoning.** The maximum height of any building shall not exceed forty (40') feet in height.
- (b) **M1 Zoning.** The maximum height of any building shall not exceed forty (40') feet in height.

XIII. OPEN STORAGE:

Open storage shall be automatically allowed for those uses outlined within this set of Covenants. This includes, but is not limited to Contractor vehicles, truckers, trailers (if licensed/registered), equipment, forklifts, backhoes, loaders, construction equipment, materials, supplies, stone, mulch, bulk items, trees, shrubs, landscape items, trucks, autos, boats and those items awaiting service center repair. Those businesses engaged in and requiring open storage shall maintain and house said items within a screened enclosure, with height at least eight (8') feet high. Chain link fence shall be allowed, but if installed, the owner shall additionally add, no less than fifty percent (50%) coverage of evergreen materials (no less than six (6') feet in height) on the exterior of the fence. Wood slatted fencing shall be maintained in a clean and painted/stained condition. Any bulk items housed in piles shall not exceed fifteen (15') feet in height. Any bulk items housed in piles in excess of eight (8') feet shall be covered so as to disallow transfer of particles onto adjacent properties.

XIV. DESIGN & DEVELOPMENT STANDARDS:

Minimum design standards for the Cedar Lake Railside PUD Development shall meet all design standard requirements of the Town of Cedar Lake, or as otherwise listed below, to foster the maintenance of an attractive, healthful, efficient, and stable mixed use commercial environment.

(a) **Infrastructure**

- i. Streets for vehicular access.
 1. Shall be a minimum of thirty-six (36') feet wide and built to Cedar Lake Town standards.
- ii. Sidewalks:
 1. No sidewalks required within development. Sidewalks shall be required per Town Code along W. 141st Avenue.
- iii. Curbs/Concrete Roll Design: shall be installed along all roads and parking lots to comply with Cedar Lake Town standards.
- iv. Streetlights:
 1. Lighting in the development area shall comply with Town of Cedar Lake Ordinance (No. 1264), or current edition.
- v. Public and Private Utilities: shall include a thirty-foot (30') easement unless otherwise identified on the Final Plat and approved by the Town.
- vi. Fire Hydrants shall be installed and maintained:
 1. One (1) every two hundred and fifty (250') linear feet along interior access road.

XV. SIGNAGE:

Signage: All signs located within the Rail Side Development shall be regulated by Cedar Lake Town Ordinance requirements and conform to the following standards.

- (a) Prohibited signs:
 - a. Signs that extend above highest point of roofline;
 - b. Billboards;
 - c. Signs painted or mounted on exterior or rear wall of any principal building unless otherwise identified in following;
 - d. Signs which contain blinking, pulsating, flashing, or moving light; or
 - e. Neon lighting signs;
- (b) Traffic control signs, including street signs, stop signs, parking signs, directional signs and other traffic control signs used to implement public safety and wayfinding shall be of ornamental style and design complementing the overall theme of the Development.
- (c) No sign shall be located to block or obstruct the vision of motor vehicle drivers for safe travel through parking areas and through streets.
- (d) All signs located on the main entry door or adjacent thereto the main entry door identifying the business name, hours of operation and address shall not exceed six (6) square feet in total area.
- (e) Each business within multi-tenant buildings will be permitted one principal sign. Signs may be wall mounted with a total area not larger than sixty (60') square feet. Signs affixed to exterior of building shall be architecturally compatible with the style, composition, materials, colors, and details of the building.
- (f) Each Lot may possess one (1) monument lot. If lots are joined, a monument lot for each Lot, prior to joinder, shall be allowed. Each monument lot shall have a base/structure which reflects comparable materials to the structure of the building on the Lot, and the size of the monument sign shall not exceed sixty (60') square feet.

- (g) In cases where businesses have rear or side parking lots, additional signs notating parking and location of business shall be permitted.
- (h) No sign shall be constructed or installed without proper permits and approvals granted by the Town of Cedar Lake.
- (i) Signage attached to Commercial Units shall carry an information face and shall consist of metal or other material with backlighting.
- (j) A monument sign, located at the entry of the Development, shall be allowed, no greater than seventy-five (75') square feet.

XVI. LANDSCAPE DESIGN & MAINTENANCE STANDARDS:

The minimum landscape standards for the PUD shall meet the Town of Cedar Lake Zoning Ordinance, Subdivision Control, and all other Landscape Requirements (ARTICLE XIII) and include the following and as shown on the PUD Development Plans.

XVII. INFRASTRUCTURE ELEMENTS:

The PUD infrastructure shall comply with the Town Zoning Ordinance and the Town Subdivision Control Ordinance, unless otherwise approved by the Plan Commission.

XVIII. STORMWATER:

Minimum Storm Water Standards for the PUD shall meet Town of Cedar Lake standards as required from the Town Engineer and Plan Commission. This shall include the following:

- (a) The storm water collection system shall be designed following the Cedar Lake Storm Water Ordinance and sized to convey the ten-year (10), twenty-four hour (24) storm event. Overland flow paths shall be provided to convey storm events in excess of the ten-year (10) storm event, clogging events, and emergency events.
- (b) The on-site storm water collection system shall be designed to respect the natural drainage patterns of the site and related properties. Inlets, catch basins, and manholes shall be generally located to collect storm water along specified areas of the property to enable the grading plan of the development.
- (c) Locations of Inlets, Catch Basins and Manholes will be positioned to avoid main pedestrian walk routes, trash enclosures and main building entrances. Detention basin shall be sized for the one-hundred (100), twenty four hour (24) design storm event and compensate for any lost depressional storage displaced by the development.
- (d) Storm Sewer collection system piping shall be made of either Reinforced Concrete Pipe (RCP), Poly Vinyl Chloride (PVC), or High-Density Polyethylene (HDPE). Flexible pipes are not allowed within public right of ways.
- (e) Building roof drains and footing drains may be connected to underground storm sewer system piping to minimize overland runoff to outlets.
- (f) Installing three (3) detention ponds as located on the PUD map (Appendix A).
- (g) Onsite storm water holding facility with a Best Management Practice (BMP) outfall approved by the Town of Cedar Lake.

XIX. EASEMENTS:

Easements for public and related utilities shall be preserved as outlined according to the areas designated by the Cedar Lake Zoning Ordinance and the Cedar Lake Subdivision Control Ordinance, and as further outlined in Appendix B and C.

XX. UTILITY SERVICE:

All development within the PUD shall be serviced with Public Utilities from the Town of Cedar Lake. Specifically, the development will be provided with the following utilities and associated utility service providers:

Utility Type	Utility Service Company
Sanitary Sewer	Town of Cedar Lake Sewer Utility
Storm Water	Town of Cedar Lake Storm Water Utility
Water	Town of Cedar Lake Water Utility
Electric	NIPSCO
Gas	NIPSCO
Communication	TBD
Communication	TBD

- (a) **Sanitary Sewer Service** for the commercial development shall be serviced by connecting to an existing Sanitary Sewer Service provided by Cedar Lake.
- All Sanitary Sewer Service shall be platted in public utility easements and be dedicated to the Town of Cedar Lake's Sewer Utility for ownership and maintenance. All public utility easements shall be a minimum of twelve (12') feet in width and shall be located that provide the Utility immediate access for maintenance. All Sanitary Sewer Service shall meet Cedar Lake Sewer Utility specifications.
 - All Sanitary Sewer Service connecting buildings to the Sanitary Sewer Lines shall be owned and maintained by the ownership entity of the building that it serves. The Sanitary Sewer Service Lines shall meet the Cedar Lake Sewer Utility specifications.
- (b) **Water Service** for domestic and fire service for the Development area will be provided by connecting to the Town of Cedar Lake Water Utility Lines.
- All Water Main lines shall be platted in public utility easements and be dedicated to the Town of Cedar Lake Water Utility for ownership and maintenance. All public utility easements shall be a minimum of twelve (12') feet in width and be in locations that the Utility will have immediate access to for maintenance. All water mains shall be constructed in accordance with Town of Cedar Lake Water Utility standards and in accordance with Cedar Lake Water Utility standard specifications.
 - Fire Hydrants shall be spaced and located in accordance with Cedar Lake Ordinances.
 - Water Service Lines connecting buildings to the Water Main Lines shall be owned and maintained by the ownership entity of the building that it serves. The water service lines shall meet specifications defined in the Cedar Lake Water Utility Use Ordinance.

- (c) **Electric and Gas Service** shall be provided by NIPSCO and coordinated with said Company, or its assignee.
- (d) **Communication Lines** – room for communication shall be maintained in general easement areas and coordinated with communication companies at the discretion of involved owners or tenants.

XXI. LIGHTING:

Site lighting shall be decorative in nature and consistent with the architectural design standards of buildings within the development. All site lighting within the PUD shall adhere to the following requirements for illumination of parking areas, pedestrian walkways, and roadways. All site lighting shall comply with Town of Cedar Lake Light Standards Ordinance (No. 1264).

Common Requirements:

- a) All exterior lighting shall be designed and constructed to direct light away from adjacent properties.
- b) All exterior lighting shall be arranged and designed with a common light fixture type and with a variety of heights based upon system use. Vehicle and pedestrian lights shall illuminate directly below or inboard of the property such that the point source of the light is not directed viewed by pedestrian or vehicle traffic in adjacent public right of ways.
- c) Parking areas shall be adequately lighted for the safety of pedestrian and vehicle movements.
- d) Decorative wall mounted or ground mounted lighting may be used on building fronts visible to street or parking areas to illuminate buildings and architectural features.

XXII. ASSOCIATION

An Association, comprised of all Lot Owners, governed by applicable recorded Covenants against all Lots, shall own and maintain the three (3) stormwater Outlots and related infrastructure described herein. All Lot Owners shall contribute, as per the Covenants, those funds necessary to maintain the Outlots and related infrastructure as per applicable Town Code.

W. 133RD AVENUE

W. 141ST AVENUE

WICKER AVENUE (U.S. 41)

28

SITE

N

VICINITY MAP

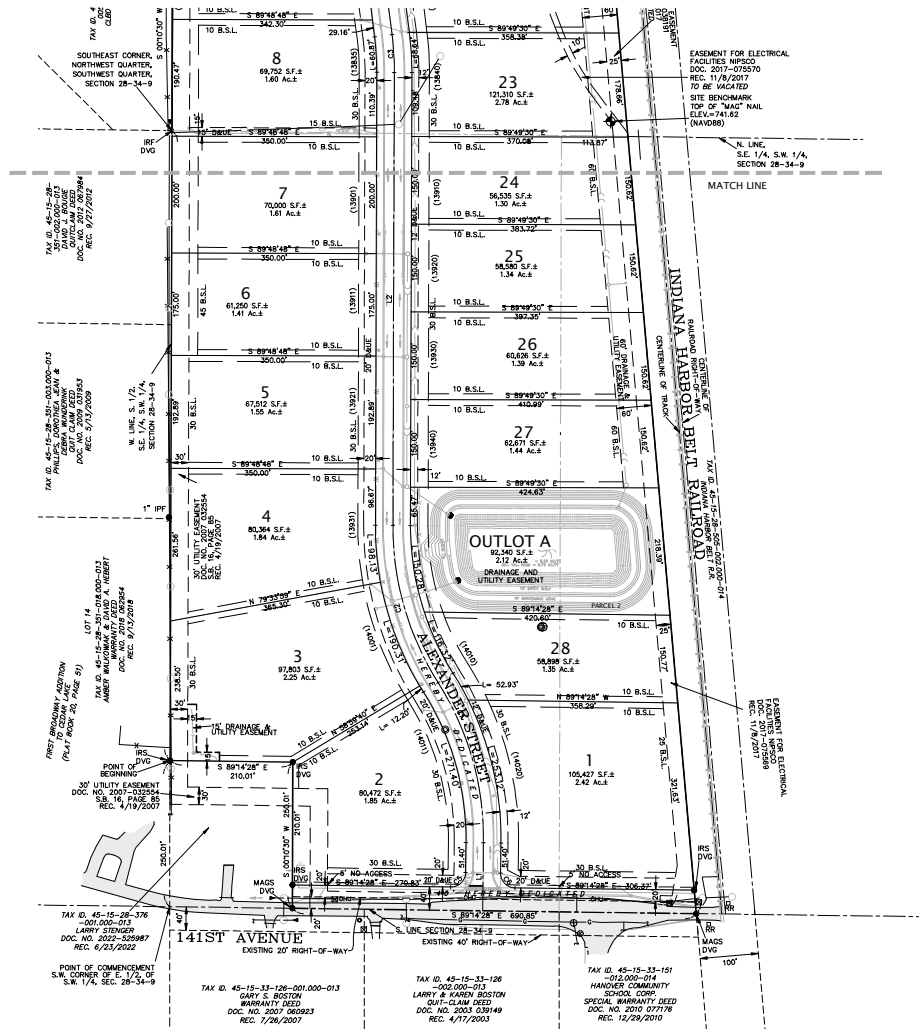
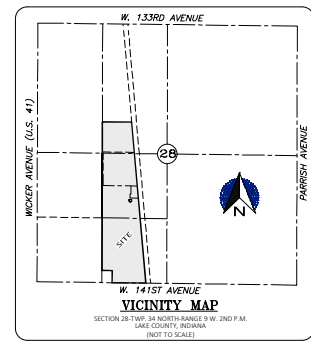
SECTION 28-TWP. 34 NORTH-RANGE 3 W. 2ND P.M.
LAKE COUNTY, INDIANA
(NOT TO SCALE)

PRINTED NAME _____



DVG

PRIMARY PLAT
RAILSIDE BUSINESS PARK
AN ADDITION TO CEDAR LAKE, LAKE COUNTY, INDIANA
SHEET 2 OF 2



122-0513-122-0513 Primary Plat.dwg	
FR/PC	22-0513
DRAWN BY	DATE
DAR	3/27/23
SECTION	COUNTY
28-34-9	LAKE, IN
PROJECT NO.	
22-0513	

HENN & SONS
CONSTRUCTION



RAILSIDE BUSINESS PARK
10702 W. 141ST AVENUE
CEDAR LAKE, INDIANA 46303
PRIMARY PLAT

DATE	REVISIONS AND NOTES

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





March 30, 2023

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

Attention: Plan Commission

Subject: Railside Business Park PUD – Preliminary Plat/Site Plan Review #4
(CBBEL Project No. 060016.00212)

Dear Plan Commission Members:

As requested, Christopher B. Burke Engineering, LLC (CBBEL) staff has reviewed the submitted information for the proposed Railside Business Park located northwest of W. 141st Avenue and the Norfolk Southern Railroad tracks in Cedar Lake, Indiana. The development consists of a commercial subdivision including 28 lots, 3 outlots, roadways, utilities, detention basins, etc. The site will be mass graded in accordance with the plans and individual site plans will be provided for each lot. The development will be a Planned Unit Development (PUD). The submittal was provided by DVG Team, Inc. (DVG) and was reviewed for compliance with the Town of Cedar Lake's (Town) Stormwater Management Ordinance (No. 1218), Subdivision Ordinance (No. 498), Lighting Ordinance (No. 1264), Zoning Ordinance (No. 1402), and associated standard engineering methods. It is our understanding that sanitary sewer and potable water systems will be reviewed by NIES Engineering.

CBBEL received the following items to review:

- Comment Response Letter, prepared by DVG, dated March 27, 2023.
- PUD Ordinance, dated March 15, 2023.
- TIS Information/Exhibits, prepared by DVG, dated March 24, 2023.
- Operations and Maintenance Manual, prepared by DVG, dated March 27, 2023.
- Stormwater Technical Report, prepared by DVG, dated March 24, 2023.
- "Railside Business Park" Primary Plat (2 Sheets), prepared by DVG, dated March 27, 2023.
- "Railside Business Park" Plan Set (40 Sheets), prepared by DVG, dated March 23, 2023.

CBBEL staff has reviewed the supplied information and provides the following comments for the Applicant to address:

Planned Unit Development Ordinance

1. **Not Addressed.** A landscape plan should be provided for review.
2. **Not Addressed.** All appendices should be provided for review.

Development Agreement

1. **Not Addressed.** Section 9.D – Language should be incorporated into this document detailing responsibility of any damaged public roadway infrastructure if the waiver of the 80% build-out requirement is granted. The language should include methods of enforcement against any party deemed responsible for any damage noted by the Town or their designee. The Town or their designee will have sole discretion in completing damage assessments.

General

All previous comments have been addressed.

Preliminary Plat

1. **Addressed.** The Applicant should clarify the status of the exception parcel located on Outlot B. If this parcel must remain as an exception, then we recommend the existing 25-ft. wide ingress-egress easement along the rear of the eastern lots be vacated and a new ingress-egress easement be shown off the new roadway to the west. **This will remain a contingency until the rear easement is vacated. No Change.**
2. **Addressed.** The Applicant should clarify if the existing NIPSCO easement (Doc. No. 2017-075570) will be vacated. **This will remain a contingency until the rear easement is vacated. No Change.**

Plan Set

Cover Sheet

No Comments.

Existing Conditions, Sheets C101-C102

All previous comments have been addressed.

Development Plan, Sheets C103-C104

All previous comments have been addressed.

Grading Plan, Sheets C105-107

1. **Partially Addressed.** Additional tie-in grades should be provided for proposed Lots 16-18. The noted finished grades are substantially higher than existing grades. An off-site area is conveyed along the western property boundary of Lot 16 where proposed grades are 4 ft. higher than existing grades. The beginning of the rearyard swale on Lot 15 is +/- 2 ft. above the existing grades of where the off-site flow enters the site. Some of the proposed contours do not tie into the correct existing contours along the property boundary. If the off-site flow is proposed to bypass the Outlot C detention basin, then more detailed grading should be provided outside of the basin and adjacent to the property line. **Proposed grades along western property**

boundary still do not tie-in to existing contours at the site boundary. **Proposed grades at the northwest corner of Lot 16 are above existing grades.** *The storm sewer should be shifted to the east so proposed RIMs match contours. The eastern limit of the drainage easement might have to be shifted to encompass the storm sewer. The proposed 737 contour should also be shifted east next to the 738 contour to eliminate a pinch point north of Section H-H.*

2. **Addressed.** The Applicant should clarify the anticipated future rearyard drainage scenarios for proposed Lots 1-13 and 29. Other lots include rearyard storm sewer infrastructure. **Individual parcels will be required to minimize undetained flow and are required to provide overland flow paths to the noted overland flow paths to each detention basin.** *This will remain a contingency of approval.*
3. **Partially Addressed.** Proposed grading is shown within the exception parcel on Outlot B. Permission should be provided from the site owner to complete this grading. **The Applicant stated that permission is in process.** *The detention basin limits have expanded to the southern lot limit of Outlot B. This now restricts access to the exception parcel making the proposed ingress-egress easement not usable.*

Utility Plan, Storm Sewer, Sheets C108-C110

1. **Partially Addressed.** The Applicant should address how off-site runoff in the rear of proposed Lot 3 will be conveyed through the site. Currently, Lot 3 grading blocks this off-site runoff and no proposed storm sewer is provided in the vicinity. **The drainage easement should be expanded to 20 ft. wide, so the new drain tile is not along the edge of the easement. A clean-out structure should be provided at the connection point into the existing downstream drain tile. A note should be added to the plat that this drain tile will be the responsibility and maintained by the Lot 3 owner.**

Utility Plan, Sanitary Sewer and Watermain, Sheets C111-C113

All previous comments have been addressed.

Stormwater Pollution Prevention Plan and Details, Sheets C114-C115, C301-C304

All previous comments have been addressed.

Lighting and Signage Plan, Sheets C116-C117

1. **Not Addressed.** Appropriate signage should be installed in both directions on W. 141st Avenue indicating the change in traffic patterns.
2. **Not Addressed.** The Applicant should clarify if an entrance sign will be constructed along W. 141st Avenue and if the sign will be lit. If so, a rendering and any lighting information should be provided for review.
3. **Addressed.** There are no project specific plan details included in the plan set that show set details of the light pole, luminaire, foundation, pole wiring and fusing, wire and conduit sizes and types, alignments, pole setbacks, stationing, and offsets of pole locations. The Applicant should revise the plans accordingly. **This will remain a contingency of approval and will be addressed by NIPSCO at a later date through a shop drawing review prior to installation.**
4. **Addressed.** There are no details of whether or not these light standards shall be controlled by standalone lighting controls or if they will be directly connected to NIPSCO pedestals or transformers. The Applicant should revise the plans accordingly. **This will remain a contingency of approval and will be addressed**

- by NIPSCO at a later date through a shop drawing review prior to installation.**
5. **Addressed.** The street lighting detail shown on Sheet C208 is not project specific. There are several references to sheet numbers which are not in the plans. The pole detail also shows details that do not meet the current lighting ordinance. There is also a festoon receptacle shown to be installed on the pole which does not meet the current ordinance. **The detail has been removed. This will remain a contingency of approval and will be addressed by NIPSCO at a later date through a shop drawing review prior to installation.**
 6. **Addressed.** The Applicant should verify that all proposed street lighting is designed and detailed in accordance with the Town Lighting Ordinances paragraphs. A, B, C and D. **This will remain a contingency of approval and will be addressed by NIPSCO at a later date through a shop drawing review prior to installation.**

Construction Details, Sheets C201-210

All previous comments have been addressed.

Plan and Profiles, Sheets C401-405

All previous comments have been addressed.

Traffic Impact Study

1. Site Generated Trip Distribution: New exhibits 4A2 and 4B2 (dated 3/24) depict how Site Generated Trips are traveling to and from the site. There are many vehicles assigned to the Lakeview Business Park development entrance and bypassing the US41 and 141st intersection. The Applicant shall revise the analysis to evenly split the southbound US41 vehicles between the two entrances. Also, the traffic distribution patterns shift from AM to PM; vehicles enter the site in the AM with 40% traveling southbound on US 41, 40% traveling northbound on US 41, and 20% traveling on 141st Avenue, but the PM vehicles exiting the site are taking different routes with a higher percentage of vehicles being assigned to 141st Avenue eastbound. The Applicant should clarify this item. The Applicant should note that 141st Avenue has truck restrictions east of the site and Parrish Avenue has weight limit restrictions north of 141st Avenue. If 141st Avenue will be used for traffic in excess of 20% then the intersection of 141st Avenue and Parrish Avenue would need to be added to the analysis.
2. 141st Avenue at Middle School Entrance: Reviewing the new exhibits for the Future Baseline condition (Existing + Growth), we concur that the resulting LOS in the proposed condition is mostly due to the growth factors. No additional improvements are needed at this intersection.
3. US41 at 141st Avenue: The intersection of US41 at 141st Avenue shows an increase in delay for the proposed condition when compared to the future baseline condition. The intersection is currently operating near capacity during the AM peak and the additional site traffic will require a signal. Submitted analysis indicates that a traffic signal will be needed prior to the opening of the site. The Applicant should include a traffic signal warrant analysis in the appendix of the TIS resubmittal.
4. INDOT Correspondence: Regarding the INDOT email and volumes, Mr. Yacullo's right turn discussion follows the Indiana MUTCD guidance. The Indiana MUTCD states that the degree of conflict for minor-street right-turn traffic on the major street be considered when evaluating the intersection for warrants. If right turn traffic is able to enter the major street with minimal conflict, the right turn volume should be

excluded from the analysis. The proposed westbound right turn movement is projected to have a vehicle delay of 60.3 seconds (LOS F), which would not lend itself to be considered a movement with “minimal conflict”. Reviewing the 24-hour turning movement counts from November of 2021 (provided by INDOT) in conjunction with the site generated traffic volume, the intersection volumes appear to meet multiple signal warrants as modified by INDOT in the Indiana MUTCD.

Stormwater Report

1. **Partially Addressed.** There appears to be a depressional storage area located east of Lot 8 in the Lakeview Business Park. This storage area should be evaluated in the TR-20 modeling. Since it appears this off-site area (XS1) is attenuated to some extent within the depressional storage area, we recommend that the Applicant convey this area through the proposed detention basin to avoid potential increases in the peak flowrate to the Lakeside Business Park and/or modify the existing drainage pattern into the adjacent subdivision. **As previously noted, the Applicant should also verify where the overtopping cross-section was taken. The static elevation appears high when compared to the provided elevations and appears to be high. The overtopping appears closer to 732.50 ft. and should be taken across the valley.**
2. **Not Addressed.** Section H-H – As noted in the grading plan section, this section is higher than the existing grades that enter this site. This would indicate that off-site flow will be blocked at the property line prior to accessing the bypass channel. The proposed bypass channel grading should be checked. The slope of the channel should also be verified as it appears to be closer to 0.5% versus the 1% used in the calculations. **See Grading Plan Comment #1.** *The proposed release at the western property is substantially higher than existing conditions (3.5 cfs vs. 49.0 cfs).* This would be categorized as a

Stormwater Pollution Prevention Plan

1. **Addressed.** The site is required to pay a MS4 inspection fee of \$1,500. **This will remain a contingency of approval.**

Operations and Maintenance Manual

All previous comments have been addressed.

The Applicant should be aware that with the additional information requested being submitted, additional comments could arise. **To expedite future reviews, the Applicant should include a comment-response letter with future submittals.** The Applicant is required, by requirements of the IDEM CSGP, to have a SWPPP approved by the Town, prior to submitting a NOI with the IDEM Office of Water Quality, requesting to operate under the CSGP. The Town and IDEM must be notified at least 48 hours prior to any soil disturbing activities. The Town shall be copied on all submittals pertaining to CSGP requirements.

All improvements shall be constructed in accordance with the Town's Development Standards and all applicable Town, County, State and Federal regulations. The Applicant is required to obtain all Town, County, State and Federal permits required for the construction of this project.

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

Sincerely,



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

cc: Town Manager (via email)
Planning Director (via email)
Building Administrator (via email)
Director of Operations (via email)
Town Attorney (via email)
Jack Huls – DVG (via email)
Robyn Pappenheim, PE – DVG (via email)
Nathan Vis – Vis Law (via email)

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CEDAR LAKE PLAN COMMISSION PUBLIC MEETING MINUTES
CEDAR LAKE TOWN HALL, 7408 CONSTITUTION AVENUE, CEDAR LAKE, INDIANA
April 5, 2023 at 6:00 pm

Call To Order:

Mr. Kiepura called the Plan Commission Public Meeting to order on Wednesday, April 5, 2023, at 6:33 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; John Foreman; James Hunley Richard Sharpe, Secretary; John Kiepura, President. A quorum was attained. **Also present:** Don Oliphant, Town Engineer; David Austgen, Town Attorney; Chris Salatas, Town Manager; Ashley Abernathy, Planning Director; and Cheryl Hajduk, Recording Secretary.

Absent: Heather Dessauer, Grey Parker, Vice President

1. Railside – Rezone and Preliminary Plat

Owner: Henn Holdings, LLC, 10702 W 141st Avenue, Cedar Lake, IN 46303
 Petitioner: Vis Law, PO Box 980, Cedar Lake, IN 46303
 Vicinity: 10702 W 141st Avenue, Cedar Lake, IN 46303

A motion was made by Mr. Foreman and seconded by Mr. Sharpe to send a favorable recommendation to the Town Council for the rezone and for approval of preliminary plat with the contingency to not put down the top coat but keeping it in Performance Bond and also making the approval as submitted minus Item 18E which was the \$1,500 per building, contingent on the March 30, 2023 letter, the INDOT emailed letter, allow time for the Attorneys to clean up the documents, and to withhold the signatures pending completion of those documents and legal code. Motion passed unanimously by roll-call vote:

Mr. Carnahan	Aye
Mr. Foreman	Aye
Mr. Sharpe	Aye
Mr. Hunley	Aye
Mr. Kiepura	Aye



DECLARATION OF PROTECTIVE
COVENANTS FOR CEDAR LAKE RAILSIDE PUD MIXED USE DEVELOPMENT

THIS DECLARATION OF PROTECTIVE COVENANTS FOR CEDAR LAKE RAILSIDE PUD MIXED USE DEVELOPMENT(the "Declaration"), is made this ____ day of _____, 2023 by HENN HOLDINGS, LLC (hereinafter referred to as "Declarant").

RECITALS:

- A. Declarant is the fee simple owner of the Original Real Estate (as hereinafter defined)
- B. The Original Real Estate and any additional real estate subjected to this Declaration will be known as Cedar Lake Railside PUD Mixed Use Development.
- C. Declarant intends to own and to develop portions of the Property (as hereinafter defined) itself and/or to convey portions of the Property to other persons or entities for development, all in accordance with certain conditions, covenants and restrictions pertaining to the ownership and development of the Property, pursuant to these Covenants and applicable PUD.
- D. Declarant has deemed it desirable to retain the power of and responsibility for owning, maintaining, preserving, and administering Common Area (as hereinafter defined), and certain portions of the Property for the benefit of other portions of Cedar Lake Railside PUD Mixed Use Development, for administering and enforcing this Declaration and for collecting and disbursing any assessments and charges for the maintenance, preservation and administration of the Common Area, all as hereinafter provided.
- E. Declarant desires to subject the Original Real Estate to certain conditions, covenants and restrictions which are more particularly hereinafter set forth.
- F. Declarant has the authority under Indiana Code 36-7-14 and other provisions of Indiana law to subject the Original Real Estate to this Declaration and take all actions contemplated by this Declaration.

DECLARATION:

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be owned, held, transferred, sold, conveyed, mortgaged, encumbered, given, donated, leased, occupied, and used subject to the covenants, restrictions, conditions, easements, development standards, charges, assessments, affirmative obligations, and liens (hereinafter sometimes referred to in the singular as "Covenant" and collectively as the "Covenants") hereinafter set forth, and that the Covenants shall be construed to be covenants running with the land and, as such, shall be binding upon each and every Owner (as hereinafter defined) of any portion of the Property, its heirs, successors, assigns, and Occupants (as hereinafter defined); provided, however, that nothing herein contained shall obligate Declarant, its successors or assigns, to impose similar or identical protective covenants on any other property which either now is, or which may at any time hereafter become, a part of Cedar Lake Railside PUD Mixed Use Development.

1. DEFINITIONS

The following terms when used or referred to in this Declaration or any amendment or supplement hereto or modification hereof (unless the context clearly indicates otherwise) shall have the following meanings:

(a) "Association" shall mean and refer to an Indiana non-profit corporation known as "Railside POA" or such other Indiana non-profit corporation, which may hereafter be created by Declarant in its sole discretion for the purpose of owning, maintaining, preserving, and administering Common Area and for such other purposes as are set forth hereinafter.

(b) "Common Area" shall mean and refer to any land, improvement, or easement, designated by the Declarant for the use of, or for the benefit of, the Owners of Parcels in the Property, including, without limitation, the following improvements constructed and installed by or on behalf of the Declarant which may be so designated by Declarant: (i) any or all of the Storm Water Facilities and ponds serving the Property or portions thereof;; (ii) any entrance feature and/or signs to the Property, together with any related illumination, landscaping, water feature and related irrigation system (including, without limitation, any pond, fountain and/or aeration system); provided, however, Declarant shall only have the right to designate a Common Area on property owned by Declarant or across which Declarant has an easement at the time of such designation or within an area previously designated as a Common Area. Any designation of Common Areas by Declarant be recorded by easement, deed or plat in the Office of the Recorder of Lake County, Indiana. Further, nothing stated in this subsection or in this Declaration shall be construed in any manner as creating any obligation, duty or responsibility on Declarant to designate or create any specific Common Areas.

(c) "Declarant" shall mean and refer to the Henn Holdings, LLC or their successors or assigns.

(d) "Design Guidelines" shall mean and refer to the Railside PUD and by this reference made a part hereof, as the same may be amended from time to time.

(e) "Development Code" shall mean and refer to the Town of Cedar Lake Development Code, as the same may be amended from time to time, which by this reference is made as part hereof, or as otherwise amended by the Railside PUD

(f) "Event of Force Majeure" shall mean an act of God or of the public enemy, acts of the government, fires or floods, unusually adverse weather conditions and other conditions that cause delay and are beyond the reasonable control of the Developer.

(g) "Hazardous Materials" shall mean and refer to: (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et. seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et. seq.) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos; (iv) petroleum products and polychlorinated biphenyls; (v) any substance the presence of which on the Property is prohibited by any government requirement; or (vi) any other substance which by any government regulation requires special handling in its collection, storage, treatment or disposal, including, without limitation, bio-hazard waste.

(h) "Occupant" shall mean and refer to any Person, other than an Owner, and the successors and assigns of any thereof that is in possession of or otherwise occupying all or any part of any Parcel or Parcels, at any particular time or times, whether as a lessee, sublessee, licensee, or pursuant to any lease, sublease, license, or other right of occupancy with or through the Owner of such Parcel or Parcels or part thereof.

(i) "Original Real Estate" shall mean and refer to the real estate described on Exhibit A attached hereto and by this reference made a part hereof, and any and all improvements thereon.

(j) "Owner(s)" shall mean and refer to the owner(s) of record (including Declarant) of fee simple title to any Parcel, as shown by the Records in the Office of the Recorder of Lake County, Indiana (whether or not such Owner shall consist of one or more Persons); provided, however, that the term "Owner(s)" shall not mean or refer to (1) any Occupant of any Owner as hereinabove defined (even if such Occupant holds an option to purchase fee simple title to a Parcel), or (2) any mortgagee under a mortgage or any holder of any other security instrument in the nature thereof (said mortgage and other security instrument being hereinafter collectively referred to as a "security instrument") encumbering the title to any Parcel, unless and until such mortgagee or holder shall have acquired fee simple title to such Parcel pursuant to the foreclosure of such security instrument or any deed or proceeding taken in lieu of the foreclosure of any such security instrument.

(k) "Parcel" shall mean and refer to any improved or unimproved

(l) Parcel of land within the Property (excluding Common Area) used or intended for use

(m) as a site for improvements to accommodate commercial or business enterprises permitted hereunder.

(n) "Person" shall mean and refer to an individual, group of individuals, corporation, partnership, limited liability company, trust, unincorporated business association or such other legal entity as the context in which such term is used may imply.

(o) "Storm Water Facilities" shall mean and refer to the storm water system serving the Property, in whole or in part, located within the Property and/or outside the Property (if by easement or agreement such system outside the Property serves the Property or any Parcel), including, without limitation, areas designated "private water detention easement" on any plat of dedication or plat of survey, conduits, inlet and outlet storm sewers and structures, wells (including electrical service and discharge pipes) designed to replenish retention ponds, catch basins, inlets, inlet leads, catch basin leads, detention basins, retention ponds, immediate adjacent table land to such basins and ponds, and irrigation systems serving Common Areas. There shall be excluded from Storm Water Facilities, storm water collecting facilities dedicated to and accepted by or owned by governmental bodies, over which governmental bodies have agreed to maintain, and the storm water collecting sewers and facilities within a Parcel, the principal purpose of which is to serve such Parcel.

2. PURPOSE

The purpose of this Declaration is to insure proper use and appropriate, adequate, and reasonable development of the Property and each Parcel located therein; to preserve and enhance the value of all Parcels; to protect against the erection upon the Parcels of improvements constructed of improper, unsuitable, or undesirable material or design; to encourage the construction and maintenance of attractive improvements upon the Parcels, which are compatible and harmonious as to appearance and location with improvements situated on or planned for other Parcels; to provide for ownership, maintenance preservation, and administration of the Common Area; and in general, to provide for orderly and high quality development and improvement of the Property and for adequate maintenance thereof.

3. TERM

This Declaration and every Covenant contained herein shall be in effect for a period of fifty (50) years from and after the date hereof, and shall automatically be continued thereafter to the extent permitted by Indiana law for successive periods of ten (10) years each, except that upon the commencement of any such ten (10) year period this Declaration may be terminated at the election of the then Owners having ninety percent (90%) of the total votes held by all Owners (as determined in accordance with the terms set forth below in this Paragraph 3), as of the date of such election; provided, however, the Declarant must consent to such termination in writing. Any such termination shall be evidenced by an agreement terminating this Declaration and the Covenants contained herein, executed with the same formality as is required for the execution of deeds, signed by (i) the then Owners having at least ninety percent (90%) of the total number of votes held by all Owners (as determined in accordance with the terms set forth below in this Paragraph 3), and (ii) the Declarant, setting forth therein the total number of votes, and the number of votes held by each signatory to said termination agreement and recorded in the Office of the Recorder of Lake County, Indiana.

For purposes of the voting referenced in the preceding paragraph, every person who is an Owner, with the exception of the Declarant, shall be entitled to one vote, or a prorated share thereof, for each Parcel(s) owned by such Owner. Where more than one (1) person is an Owner by

virtue of an ownership interest in the same Parcel, the vote for such Parcel shall be exercised as they among themselves determine. In the event of disagreement among such persons and an attempt by two

(2) or more of them to cast the vote allocated to such Parcel, such persons shall not be recognized and the vote of such Parcel shall not be counted.

4. PUBLIC USE

Declarant reserves unto itself, its successors and assigns, for the benefit of the Property, the right, from time to time hereafter to delineate, plat, grant or reserve within the Property owned by Declarant such public streets, roads, sidewalks, ways and appurtenances thereto, and such easements for drainage and public utilities, as Declarant may deem necessary or desirable for the development of the Property free and clear of this Declaration and the Covenants contained herein, and to dedicate the same to public use or to grant the same to appropriate public utility corporations. Declarant, with the approval of the necessary governmental authorities and/or utilities, may from time to time and at any time relocate any public street or easement for drainage or public utilities if the relocation is necessary or appropriate for (a) compliance with any governmental order, regulation, law or ordinance,

(b) compliance with the requirements of any public utility company, (c) the construction, erection or installation of a building or other improvement, (d) the alteration of a building or other improvement, or (e) aesthetic reasons (the rights to relocate provide above being referred to as the "Relocation Rights").

The Relocation Rights shall be subject to the following terms and conditions:

(a) The Declarant shall not, without the prior written consent of the Owner of a Parcel, exercise any Relocation Right which would directly affect, or interfere with, disrupt or prevent ingress to and egress from or access to such Parcel.

(b) The exercise by the Declarant of the Relocation Rights shall not cause any interruption of, or interference with, any utilities or drainage system used by or benefitting a Parcel or which serves a Parcel.

(c) The Declarant shall, at its sole cost and expense, restore any parking area, access way, walkway, lighting, landscape area, or other surface improvements used by or benefitting or which serves a Parcel that are damaged or affected as a direct result of the exercise by the Declarant of any of the Relocation Rights.

(d) Declarant may relocate a utility easement used by or benefitting a Parcel, or which serves a Parcel (including any equipment, line, tile, fixture or facility used in conjunction with such utilities), only if Declarant first installs and/or constructs, at its sole cost and expense, a replacement for each utility which Declarant desires to relocate. A replacement utility must have capacity which is at least equal to the capacity of the utility to be relocated, and must otherwise be built to the specifications of the utility to be relocated. Such replacement utility must also be located in a utility easement benefitting such Parcel.

(e) Declarant may abandon or relocate a surface drainage easement used by or benefitting a Parcel, or which serves a Parcel (including any equipment, fixture or facility

used to provide drainage in connection with such surface drainage easement) (collectively, "Drainage Facilities"), only if Declarant first installs and/or constructs, at its sole cost and expense, Drainage Facilities to replace the Drainage Facilities which Declarant desires to relocate. The replacement Drainage Facilities must have capacity which is at least equal to the capacity of the drainage facilities to be relocated, and must otherwise be built to specifications reasonably acceptable to the Owner of the applicable Parcel. Such replacement Drainage Facility must also be located in a surface drainage easement benefitting such Parcel.

5. PERMITTED USES PER THE RAILSIDE PUD

The Property shall be developed as a mixed use commercial and industrial park, and the Parcels, subject to satisfying the requirements and limitation of the applicable sections of the Development Code, may be utilized for the uses permitted by the Development Code. Notwithstanding anything contained herein to the contrary, no noxious or offensive trade, business or activity shall be carried on, and nothing shall be done on any portion of the Property which may be or become an annoyance or nuisance to the Owners or Occupants of any other portion of the Property by reason of noxious, offensive, unhealthy, or harmful odors, fumes, dust, smoke, waste, glare or excessive light, noise, or vibration

6. PROHIBITED USES

Prohibited uses are outlined within the Railside PUD unless specifically authorized in writing by the PUD, the use, placement, holding, locating, disposal, manufacture, storage or dumping of Hazardous Materials is specifically prohibited on the Property. Hazardous Materials may be placed, held, located, stored, and disposed of on and from a Parcel within the rules, regulations and requirements of all applicable governmental authorities.

Notwithstanding anything to the contrary contained herein, no portion of the Property shall be used for any purpose except as specifically permitted hereunder and under the Development Code and Railside PUD

7. COMPLIANCE WITH GOVERNMENTAL REGULATIONS

In addition to any other requirements herein provided, all buildings and other structures and improvements shall be constructed, operated and maintained in accordance with all applicable rules, regulations, laws, ordinances, and codes of the applicable governmental authorities, including federal, state, and local. Compliance by a Parcel with all such regulations is solely the responsibility of each Owner and Occupant of such Parcel, their respective heirs, successors and assigns.

8. EXTERIOR CONSTRUCTION; PERMITTED MATERIALS

All exterior walls of any building or other structure erected on any Parcel must be finished with architectural masonry units, natural stone, precast concrete, aluminum or glass materials or

their equivalent, but in any event shall conform to the requirements, if any, of the applicable sections of the Development Code in effect on the date building permits are issued for such building or structure, and the Design Guidelines. Colors of such exterior walls shall be harmonious and compatible with colors of the natural surroundings and adjacent buildings and are further subject to the Design Guidelines.

9. MINIMUM SETBACK LINES

All building and improvements shall comply with the setback requirements set forth in the Railside PUD.

10. WASTE MATERIALS

Waste materials, rubbish, trash, and discarded matter of all kinds shall be stored in containers. All such containers shall be screened from public view and from the view of other Parcels by landscaping or a screening wall. Any screening wall shall be made of material similar to and compatible with that of the building being served by a container. Any such screening shall be an integral part of the building plan and shall be designed so as not to be conspicuous. No incinerators shall be kept, used, or maintained on any portion of the Property.

11. OUTSIDE STORAGE

No Owner or Occupant of any Parcel shall keep articles, goods, materials, or other equipment (including company owned or operated vehicles) or any junk, scrap, rubbish, trash, refuse, or litter in the open or exposed to public view or to view from adjacent buildings; provided, however, that this Covenant shall not apply to temporary storage of any items or materials in connection with and during the construction of any building or other improvement upon such Parcel if the prior written consent of the Declarant is first obtained and if all such items and materials are screened from public view and view from adjacent Parcels by a method approved by the Declarant.

12. LANDSCAPING

Landscaping of a Parcel shall be completed within sixty (60) days after occupancy or completion of the building, whichever shall first occur, subject to weather conditions and seasonal restrictions. Such approved landscaping thereafter shall be properly maintained by the Owner or Occupant of a Parcel.

13. PARKING

No parking will be permitted on any public or private right-of-way in the Property. Each Owner of a Parcel shall provide adequate off-street parking facilities so as to eliminate any need for vehicle parking on public streets adjoining the Property, on public or private streets within the Property, or on any other Parcel (except in cases where parking on abutting Parcels is specifically

authorized in writing by the Declarant and permitted by a recorded easement agreement. All parking spaces within a Parcel shall be in compliance with the Development Code and the Design Guidelines.

14. PROPERTY RIGHTS IN THE COMMON AREA

Legal title in and to Common Area (or if such Common Area is created and exists by virtue of grant of easement, then the easement right and the benefit of use in and to the Common Area) shall be vested in the Declarant, and the benefit, use and enjoyment of the Common Area shall be determined and controlled by the Declarant.

The Declarant shall have the right, at any time, to dedicate or transfer all or any part of Common Area to any public agency or authority for such purposes and subject to such conditions as it determines in its sole and absolute discretion.

15. ASSESSMENTS

The Declarant shall have the right, at any time, upon thirty (30) days' prior written notice to all of the then Owners of a Parcel, to collect assessments from the Owners in accordance with the provisions set forth in this Section 27. Notwithstanding the foregoing, the Declarant shall not collect any assessments until such time as Declarant has delivered such notice to each Owner as provided in the preceding sentence. In the event Declarant exercises its right to collect assessments:

(a) Each Owner shall be deemed to covenant and agree to pay to the Declarant: (a) regular annual assessments and charges and (b) special assessments for capital improvements that benefit the Development as a whole and not individual Parcel owners, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Parcel and the improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of such Owner. In the case of co-ownership of a Parcel, each co-owner shall be jointly and severally liable for the entire amount of the assessment. Should the Declarant employ an attorney to collect any assessment, it shall be entitled to collect, in addition thereto, all costs of collection, including, without limitation, reasonable attorney's fees.

(b) The assessments levied hereunder shall be used for the purpose of paying all costs and expenses incurred by the Declarant in connection with providing the services set forth in Paragraph 28(b) hereof and other related services, including but not limited to, the payment of taxes and insurance on the Common Area, if any, construction of improvements thereon, repairs, replacements, and additions thereto, and payment of legal fees and the cost of labor, equipment, materials, management (including any manager or firm retained to carry out the duties of the Declarant or to manage the affairs and property of the Declarant and supervision necessary to carry out the authorized functions of the Declarant with respect to the Property.

(c) The annual assessments payable to the Declarant, as provided for herein, shall be established on a calendar year basis. The Declarant shall on or before January 15 of each calendar year (but subject to extension as the Declarant may elect) prepare an operating budget setting forth an itemized statement of the anticipated disbursements for the new calendar year and shall fix the amount of the annual assessment payable to the Declarant against each Parcel (which shall be calculated on a per acre (prorated to the nearest one-hundredth of an acre) basis for land area comprising each Parcel)) and shall, at that time, prepare a roster of the Parcels and assessments applicable thereto, which shall, with the aforesaid itemized statement, be kept in the office of Declarant, and shall be open to inspection at reasonable times by any Owner upon forty-eight (48) business hours' written notice. Unless otherwise provided by the Declarant, the Declarant shall send written notice of the annual assessment to every Owner subject thereto at least thirty (30) days in advance of the due date (as hereinafter defined). Unless otherwise provided by the Declarant, the entire annual assessment shall become due and payable, in advance, on or before February 15th (said date or other date established by the Declarant sometimes hereinafter referred to as "due date") of the calendar year for which such annual assessment is levied and shall be collected by the Declarant.

Within ninety (90) days after the end of each calendar year, the Declarant shall deliver to each Owner a final statement (the "Final Cost Statement") of the total costs and expenses incurred by the Declarant during such year (the "Final Costs"). Such Final Cost Statement shall include a calculation of the pro rata share of the Final Cost which is allocable to the Parcel owned by such Owner and the amount of the annual assessment actually paid by such Owner in respect of such Parcel during such year. If such Owner's pro rata share of the Final Costs for such year is greater than the amount of the annual assessment actually paid by such Owner during such year, then such Owner shall pay the amount of the deficit to the Declaration within thirty (30) days after the Declarant delivers to such Owner the Final Cost Statement for such year. If such Owner's pro rata share of the Final Costs for such year is less than the amount of the annual assessment actually paid by such Owner then the Declarant shall retain such excess and credit it against the annual assessment due from such Owner for the current calendar year. A Owner's failure to pay any amount hereunder shall be subject to the terms of Paragraph 27(f).

(d) In addition to the annual assessments authorized hereinabove, the Declarant may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected maintenance or repair and replacement of Common Area and capital improvements thereon, if any, including the necessary fixtures, facilities, equipment and personal property related thereto. The amount of such special assessment to be paid by each Owner shall be equal to the special assessment multiplied by a fraction the numerator of which is the annual assessment payable by such Owner in the year during which such special assessment is approved and the denominator of which is the total annual assessment for all Owners in the year during which such special assessment is approved.

(e) Upon payment of a reasonable fee established by the Declarant and upon written request by the Owner of a Parcel, a mortgagee under any Mortgage (as hereinafter defined) or a prospective Owner of a Parcel, the Declarant shall issue a certificate in writing setting forth the amounts of any unpaid assessments, if any. Said written statement shall be conclusive upon the Declarant in favor of the persons who rely thereon in good faith. Such statements shall be furnished by the Declarant within a reasonable time, but not to exceed twenty (20) business days from the receipt of a request for such written statement, accompanied by the required fee, mailed to the Declarant. In the event the Declarant fails to furnish such statement within said twenty (20) business days, it shall be conclusively presumed that there are no unpaid assessments relating to the Parcel as to which the request was made.

(f) If an assessment is not paid on or before the due date and after notice as aforesaid, then such assessment shall become delinquent and shall, together with interest thereon at the rate of Twelve Percent (12%) per annum, but not to exceed the highest rate permitted by the laws of the State of Indiana, from the due date, and cost of collection thereof, be a charge and continuing lien on such Parcel, and all improvements thereon, against which each such assessment is made. In addition to the lien rights, the personal obligation of the then Owner to pay such assessment and costs shall remain its personal obligation and shall further pass as a personal obligation to its successors in title to such Parcel whether or not expressly assumed by them.

(g) If an assessment is not paid within thirty (30) days after the due date, the Declarant may bring legal action (in the manner in which mechanic's liens are recorded and/or foreclosed) against the Owner personally obligated to pay the same to foreclose its lien against such Owner's Parcel and all improvements thereon, in which event there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees, together with the costs of the action. Each Owner, by its acceptance of a deed or other conveyance to a Parcel, vests in the Declarant, or its agents, the right and power to bring action against it personally for the collection of such charges as a debt and to foreclose the aforesaid lien in any appropriate proceeding at law or in equity.

(h) The liens and permanent charges of all assessments (annual, special, or otherwise) provided for herein are hereby made subordinate to the lien of any bona fide first mortgage (a "Mortgage") placed on such Parcel if, and only if, all assessments and charges with respect to such Parcel authorized herein and having a due date on or prior to the date such Mortgage is filed for record have been paid. The liens and permanent charges hereby subordinated are only such liens and charges as relate to assessments and charges authorized hereunder having a due date subsequent to the date such Mortgage is filed for record and prior to the satisfaction, cancellation, or foreclosure of such Mortgage or the sale or transfer of the Parcel. Such subordination shall not relieve the Owner of the mortgaged Parcel of its personal obligation to pay all assessments and charges coming due at a time when it is the Owner of such Parcel; shall not relieve such Parcel from the liens and permanent charges provided for herein (except to the extent a subordinated lien and

permanent charge are extinguished as a result of subordination as against a mortgagee or such mortgagee's assignee or transferee by foreclosure or by sale or transfer in any proceeding in lieu of foreclosure). No sale or transfer of such Parcel to the mortgagee, or to any other person, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure, shall relieve any existing or previous Owner of such Parcel of any personal obligation, or relieve such Parcel, or the then Owner or such Parcel, from liability for any assessments or charges authorized hereunder coming due after such sale or transfer. Notwithstanding the foregoing, the Declarant may at any time, either before or after any Mortgage or Mortgages are placed on such Parcel, waive, relinquish, or quitclaim, in whole or in part, the right of the Declarant to assessments and other charges collectible by the Declarant hereunder with respect to such Parcel coming due during the period while such Parcel is or may be held by the prior mortgagee or mortgagees which have become an Owner as the result of a sale or transfer pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure.

16. ADMINISTRATION OF COMMON AREA

(a) The administration of the Common Area and the maintenance, repair, replacement, and operation thereof, and those acts required of the Declarant by this Declaration shall be the duty and responsibility of the Declarant. Such administration shall be governed by this Declaration, as amended from time to time.

(b) The Declarant shall be authorized to and may, as determined by the Declarant in its sole but reasonable discretion, provide the following services:

(1) provide landscaping and maintenance of ponds situated upon Common Area and any other portion of the Property.

(2) take any and all actions necessary to enforce all covenants and restrictions affecting the Property and perform any of the functions or services delegated to the Declarant in any covenants or restrictions applicable to the Property.

(3) provide administrative services, including, but not limited to legal, auditing, accounting, and financial support, incident to the above listed services.

(4) provide liability and hazard insurance covering improvements and activities on the Common Area.

(5) maintain the Common Area in good condition and repair, including, without limitation, any entrance features, Development identification signs and related landscaping, if any, and any or all portions of the Storm Water Facilities within or serving the Property and designated by the Declarant for maintenance, repair and replacement by the Declarant, for the Property (but not specific Parcels).

If any road constituting Common Area or otherwise within the Property is damaged as a result of construction traffic to or from a Parcel, the Owner of such Parcel shall be

solely responsible for repairing such roadway and restoring it to its condition prior to such damage, and if any utility line or facility is damaged as a result of any excavation or demolition or other construction activity by the Owner of a Parcel, or its agents, employee or contractor, such Owner shall be solely responsible for repairing such damage and restoring such utility line and/or facility to its condition prior to such damage. In addition, if, due to the willful, intentional or negligent acts or omissions of an Owner or Occupant of such Owner's Parcel or a visitor, damage shall be caused to the Common Area or if maintenance, repairs or replacements shall be required thereby which would otherwise be at the expense of the Declarant, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Declarant, unless such loss is covered by the Declarant's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Declarant, the cost of repairing such damage shall be added to and become a part of the assessment to which such Owner's Parcel is subject.

17. MAINTENANCE OF PROPERTY

The Owner of a Parcel, at its sole cost and expense, shall maintain all buildings, landscaping, fences, drives, parking lots, open drainage easements and other structures and improvements located thereon in good, sufficient and satisfactory condition and repair, free of litter, trash, refuse and waste, and shall keep such premises planted, the lawns cut, shrubbery trimmed, windows cleaned and glazed, and shall otherwise maintain such Parcel in an aesthetically pleasing state and in such safe, clean, and attractive condition as is reasonably satisfactory to the Declarant, reasonable wear and tear only excepted. Any improvements, planting, driveway, or parking lot located on a Parcel which are damaged by the elements, by vehicles, by fire or by any other cause or are otherwise in disrepair, shall be repaired promptly by Owner of such Parcel. Any building or other structure located upon any Parcel which should become vacant for any reason shall be locked and completely secured in order to prevent access thereto by unauthorized persons. In the event of violation of any of the provisions of this Paragraph 32, the Declarant shall have the right to go upon any such Parcel, without liability or trespass therefor and, at the Owner's expense, to eliminate any nuisance, to mow lawns, to trim shrubbery or to do anything necessary or appropriate to maintain uniform aesthetic standards for the Property for the benefit of other Owners; the cost of such work shall be promptly paid by such Owner upon receipt of a statement therefor, and, until paid in full, such cost shall be a lien on the Parcel involved.

18. INTERRUPTION OF CONSTRUCTION OF IMPROVEMENTS

In the event construction of improvements is commenced upon any Parcel and is subsequently interrupted for a period exceeding six (6) months, the Owner of such Parcel shall promptly remove the partially completed improvements and restore the Parcel to the condition in which it existed prior to commencement of construction. In the event of violation of the provisions of this Paragraph 34, the Declarant shall have the right to go upon any such Parcel, without liability or trespass therefor and, at the Owner's expense, to remove said partially completed improvements and restore the Parcel to its prior condition. The cost of such work shall be promptly paid by such

Owner upon receipt of a statement therefor, and, until paid in full, such cost shall be a lien upon the Parcel involved.

19. INSURANCE/CONDEMNATION

The Declarant shall keep any insurable improvements and fixtures of the Common Area owned by the Declarant insured for one hundred percent (100%) of their insurable value against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as are customarily covered for similar types of projects, including those covered by the standard "all risk" endorsements. The Declarant may also insure any other property whether real or personal, owned or maintained by the Declarant, against loss or damage by fire and such other hazards as the Declarant may deem desirable, with the Declarant as the owner and beneficiary of such insurance. The insurance coverage with respect to such Common Area owned by the Declarant shall be written in the name of, and the proceeds thereof shall be payable to the Declarant. Insurance proceeds shall be used by the Declarant for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Declarant shall be common expenses included in the regular monthly assessments made by the Declarant.

The Declarant shall purchase a master comprehensive general liability insurance policy in such amount or amounts as the Declarant shall deem appropriate from time to time. Such comprehensive general liability insurance policy shall cover the Declarant, any other committee or organ of the Declarant, all persons acting or who may come to act as agents or employees of the Declarant with respect to the Owners and shall contain in the policy or an endorsement thereto a "severability of interest" endorsement precluding the insurer's denial of an Owner's claim because of negligent acts by the Declarant or other Owners. It shall also cover all Common Area and any other areas under the Declarant's control or supervision.

Any management agent that handles funds for the Declarant shall be covered by its own fidelity bond, which must provide the same coverage required of the Declarant. The Declarant shall be named as an additional obligee in the management agent's bond. The fidelity bond shall cover the maximum funds that will be in the custody of the Declarant or its management agent at any time while the bond is in force, but must be no less than the sum of three (3) months of monthly regular assessments, plus reserves. If available, the fidelity bonds must include a provision that provides for ten (10)' days written notice to the Declarant or insurance trustee before the bond can be canceled or substantially modified for any reason.

The Declarant shall obtain any other insurance required by law to be maintained, including but not limited to worker's compensation insurance, and such other insurance and additional coverage as the Declarant shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of the Declarant, and any managing agent acting on behalf of the Declarant. The insurance required hereunder or by the Declarant shall have deductibles in amounts determined in the reasonable discretion of the Declarant. The Declarant may, in its discretion, require that funds for any such deductibles be set

aside or otherwise allocated in a reserve fund so designated from the monthly regular assessments in amounts determined in the reasonable discretion of the Declarant.

Damage to or destruction of any Common Area owned by the Declarant due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Declarant and the proceeds of insurance, if any, shall be applied for that purpose. For purposes of this Paragraph, repair, reconstruction and restoration shall mean construction or rebuilding of the damaged property to as near as possible the same condition as it existed immediately prior to the damage or destruction, with the same or a similar type of architecture.

The Declarant shall be designated to represent the Owners in any proceedings, negotiations, settlements or agreements for the handling of any losses or proceeds from condemnation, destruction or liquidation of all or a part of the Common Area or from the termination of this Agreement. Each Owner, by the acceptance of a deed to a Parcel, appoints the Declarant as its attorney-in-fact for this purpose. Proceeds from the settlement will be payable to the Declarant for the benefit of the Owners. Any distribution of funds in connection with the termination of this Agreement shall be made on a reasonable and an equitable basis.

20. ASSIGNABILITY OF DECLARANT'S RIGHTS AND DUTIES

Declarant may assign all of its rights, powers, reservations; and obligations and duties, if any, hereunder to any person or entity whatsoever to which Declarant simultaneously conveys its interest in all or substantially all of the Property owned by Declarant as of the date of such assignment and conveyance. By the acceptance of the aforesaid conveyance, the grantee thereunder shall be conclusively deemed to have accepted such assignment and shall thereafter have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein and, thereupon, Declarant shall be released and relieved thereof. The term "Declarant" as used herein includes all such assignees and their respective heirs, successors and assigns. Declarant may at any time and from time to time assign any or all of its rights, powers, reservations, and obligations and duties, if any, hereunder to the Association (if established) whereupon the Association shall accept such assignment and shall thereafter have such rights and powers and be subject to such obligations and duties as are so assigned by the Declarant to the Association, and thereupon, Declarant shall be released and relieved thereof.

21. CONSTRUCTIVE NOTICE AND ACCEPTANCE

Every person or entity who now or hereafter acquires any right, title, estate, or interest in or to any Parcel is and shall conclusively be deemed to have consented and agreed to every covenant, condition, and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquires its interest in such Parcel.

22. INTERPRETATION

It is expressly provided, and the acceptance by any person or entity of title to or any other interest in any Parcel shall constitute the agreement of such Person or entity, that, in the event of

disagreement as to the meaning of any term or condition contained herein, the interpretation thereof by Declarant shall be final, provided that such interpretation is a reasonable and customary construction of such term or condition. In this connection it is specifically provided and agreed that the customary rule requiring documents to be construed most strictly against the party preparing such documents shall not apply to this Declaration.

23. ENFORCEMENT

Violation or breach of any Covenant herein contained shall give Declarant the right, after thirty (30) days' advance written notice of such violation or breach has been given to the Owner of any Parcel as to which a breach or violation of these Covenants exists (or without notice if Declarant in its sole discretion determines that such violation or breach has resulted in an emergency situation), to enter upon such Parcel and summarily abate and remove at the expense of the Owner or Occupant thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of the Covenants herein contained, and to enjoin or prevent them from doing so or to cause said violation to be remedied or to recover damages for said violation. Any person or persons who have violated or are attempting to violate any of the Covenants herein shall be liable to Declarant for Declarant's attorneys fees and court costs related to any enforcement actions taken by Declarant under this Paragraph 38, whether related to filing an action in court or otherwise. The result of every action or omission whereby any Covenant contained herein is violated in whole or in part (other than where an express exception to and/or variance from said Covenant has been granted in writing by the Declarant) is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity for the abatement thereof may be exercised by any other Owner. The Declarant may from time to time at any reasonable hour or hours and after not less than forty eight (48) hours' prior notice, enter and inspect any Parcel to ascertain compliance herewith. Any failure by the Declarant to enforce any Covenant herein contained, as permitted hereby, shall in no event be deemed to be a waiver of its right to do so thereafter nor of its right to enforce any other covenant hereof. Wherever in this Declaration the consent or approval of Declarant is required, such consent shall be effective only if in writing. All remedies provided for herein or at law or in equity shall be cumulative and not exclusive.

24. PARAGRAPH HEADINGS

Paragraph headings are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope or intent of the particular paragraph to which they refer.

25. EFFECT OF INVALIDATION

If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof, and for the purposes hereof all Covenants as contained herein shall be deemed to be severable each from the other without qualification.

26. AMENDMENTS; VARIANCE

(a) This Declaration may be amended or modified by an affirmation vote of two-thirds (2/3) of the total number of votes of all Owners (as determined in accordance with the terms of Paragraph 26 (b) hereof), as of the date such vote is taken; provided, however, that while and so long as the Declarant owns at least twenty percent (20%) of the Property, no amendment or modification of this Declaration shall be effective unless approved in writing by Declarant.

(b) For purposes of the voting referenced in Paragraph 26 (a), every person who is an Owner shall be entitled to one vote, or a prorated share thereof, for each Parcel(s) owned by such Owner. Where more than one (1) person is an Owner by virtue of an ownership interest in the same Parcel, the vote for such Parcel shall be exercised as they among themselves determine. In the event of disagreement among such persons and an attempt by two (2) or more of them to cast the vote allocated to such Parcel, such persons shall not be recognized and the vote of such Parcel shall not be counted.

(c) Any amendment shall be effective immediately upon the filing thereof in the Office of the Recorder of Lake County, Indiana, regardless of whether actual notice thereof has been given to any person or entity having an interest in the Property or any portion thereof.

(d) Notwithstanding any other provisions contained hereunder to the contrary Declarant shall have the absolute right to make minor changes or amendments to this Declaration in order to correct or clarify any errors or omissions.

27. REMOVAL OF PROPERTY FROM DECLARATION

Declarant may amend this Declaration, from time to time, without notice to or the consent of any Owner to remove from this Declaration all or a portion of the Removable Real Estate then owned by Declarant. To be effective, any such amendment must be recorded in the Office of the Recorder of Lake County, Indiana, From and after the recording of such amendment, the Removable Real Estate removed from the Declaration pursuant to such amendment shall no longer be subject to this Declaration.

28. APPLICABLE LAW

This Declaration shall be construed and interpreted in accordance with the laws of the State of Indiana.

29. SUCCESSORS AND ASSIGNS

This Declaration shall be binding upon, and shall inure to the benefit of Declarant and Owners and the respective heirs, personal representatives, successors and assigns of Declarant and Owners.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed and its corporate seal to be affixed hereunto as of the day and year first above written.

"DECLARANT"

HENN HOLDINGS, LLC

By: _____

Printed: _____

Title: _____

STATE OF INDIANA, COUNTY OF _____) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 2023, personally appeared **Rob Henn**, and acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Commission Number: _____

My commission expires: _____

Resident of _____ County

Signature _____

Printed _____, Notary Public

This instrument prepared by:

NATHAN D. VIS, Attorney at Law, ID No. 29535-45

VIS LAW, LLC, P.O. Box 980, Cedar Lake, IN 46303

No legal opinion given to Grantor(s) or Grantee(s) in preparation of deed or form of holding ownership. All information used supplied by title company.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law.

Signature

Printed Name

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, **Henn Holdings, LLC**, and Petitioner, **Henn Holdings, LLC, courtesy of Vis Law**, 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 and Chapter 6.2 Single Family (R-2) Zoning District Classification, to Chapter 9 Planned Unit Development (PUD) Zoning District Classification for the Property located in the vicinity of 10702 West 141st Avenue, Cedar Lake, Indiana 46303, Lake County, Indiana, and legally described as:

A PARCEL OF LAND IN THE EAST HALF OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LYING WESTERLY OF THE INDIANA HARBOR BELT RAILROAD (FORMERLY NEW YORK CENTRAL RAILROAD), IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, SAID PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST HALF, THENCE NORTH 00 DEGREES 10 MINUTES 30 SECONDS EAST, 250.01 FEET ALONG THE WEST LINE OF SAID EAST HALF TO THE NORTHWEST CORNER OF LAND DESCRIBED TO LARRY THOMAS STENGER JR. IN LIMITED LIABILITY COMPANY WARRANTY DEED DOCUMENT NUMBER 2022-525987, RECORDED ON JUNE 23, 2022 IN THE RECORDER'S OFFICE OF SAID COUNTY, BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 10 MINUTES 30 SECONDS EAST, 2404.98 FEET ALONG LAST SAID WEST LINE TO THE NORTH LINE OF SAID EAST HALF; THENCE NORTH 00 DEGREES 10 MINUTES 31 SECONDS EAST, 643.50 FEET ALONG THE WEST LINE OF SAID QUARTER-QUARTER TO THE SOUTH LINE OF LAND DESCRIBED TO CEDAR LAKE LITTLE LEAGUE IN WARRANTY DEED DOCUMENT NUMBER 744850, RECORDED ON FEBRUARY 10, 1984 IN SAID RECORDER'S OFFICE; THENCE SOUTH 89 DEGREES 16 MINUTES 52 SECONDS EAST, 600.66 FEET ALONG LAST SAID SOUTH LINE TO THE WEST LINE OF SAID RAILROAD; THENCE SOUTH 05 DEGREES 01 MINUTES 10 SECONDS EAST, 3315.59 FEET ALONG LAST SAID WEST LINE TO THE SOUTH LINE OF SAID EAST HALF; THENCE NORTH 89 DEGREES 14 MINUTES 28 SECONDS WEST, 690.84 FEET ALONG LAST SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID STENGER LAND; THENCE NORTH 00 DEGREES 10 MINUTES 30 SECONDS EAST, 250.01 FEET ALONG THE EAST LINE OF SAID STENGER LAND TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 14 MINUTES 28 SECONDS WEST, 210.01 FEET ALONG THE NORTH LINE OF SAID STENGER LAND TO THE POINT OF BEGINNING, EXCEPTING THEREFROM LAND DESCRIBED TO THOMAS M. KRETZ AND TONY D. KRETZ IN QUIT-CLAIM DEED DOCUMENT NUMBER 2017-055775, RECORDED ON AUGUST 21, 2017 IN SAID RECORDER'S OFFICE, SAID PARCEL LESS EXCEPTION CONTAINING 55.59 ACRES MORE OR LESS.

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 April 5, 2023, upon the following terms and conditions, namely:

1. Conformance to and compliance with the approved Railside Planned Unit Development Agreement and Planned Unit Development Guidelines dated April 5, 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 March 15, 2023, and April 5, 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

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1453

AN ORDINANCE AMENDING TOWN SALARY ORDINANCE NO. 1436 ESTABLISHING JOBS AND SALARIES TO BE PAID CERTAIN OFFICES, POSITIONS, AND JOBS WITHIN THE TOWN OF CEDAR LAKE FOR THE CALENDAR YEAR 2023, AND REPEALING ALL ORDINANCES, OR PARTS THEREOF, IN CONFLICT THEREWITH.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, has reviewed Town **Salary Ordinance No. 1400** establishing jobs and salaries to be paid certain offices, positions, and jobs within the Town of Cedar Lake for the year **2023**; and

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, has been advised that modifications and amendments to Town **Salary Ordinance No. 1436** are necessary and appropriate based upon circumstances reported to the Town Council, and

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, having reviewed the circumstances and considered all recommendations, and being duly advised, now concurs that it is advisable, necessary, appropriate, and in the best interests of the residents of the Town of Cedar Lake, that Town **Salary Ordinance No. 1436** be amended to add/revise job positions, and salaries to be paid to such positions, and all related amendments.

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

SECTION ONE: That the following assignments and compensations be amended and added to the Section entitled Parks and Rec and Boards and Commissions in Town Ordinance No. 1436, as amended from time to time, to read and provide as follows:

Parks and Rec

Park Director to Parks and Recreation Superintendent

Boards and Commissions

Park Board	Per Meeting	Not to exceed \$111.00 per meeting payable 100% GEN
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SECTION TWO: That this amendment shall be for the period beginning January 1, 2023.

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

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

ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, THIS 27th DAY OF April, 2023.

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

Richard Sharpe, President

John Foreman, Vice-President

Robert H. Carnahan, Member

Julie Rivera, Member

Nick Recupito, Member

Ralph Miller, Member

Colleen Schieben, Member

ATTEST:

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

TOWN OF CEDAR LAKE

EXHIBIT A

SCHEDULE OF 2023 SALARIES AND WAGES

Department	Employee Description	Position Type	Pay Base	2023 Bi- Weekly Maximum	2023 Hourly Maximum	GEN (%)	MVH (%)	LCSW (%)	WW (%)	WTR (%)	SWD (%)	RDC (%)	Parks (%)	Total (%)
Clerk-Treasurer	Clerk-Treasurer	Elected	Salary-Exempt	\$ 2,115.38		50.0%	0.0%	0.0%	22.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Clerk-Treasurer - IAMC	Elected	Salary-Exempt	\$ 2,307.69		50.0%	0.0%	0.0%	22.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Clerk-Treasurer - CMC	Elected	Salary-Exempt	\$ 2,500.00		50.0%	0.0%	0.0%	22.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Clerk-Treasurer - CPFIM	Elected	Salary-Exempt	\$ 2,692.31		50.0%	0.0%	0.0%	22.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Clerk-Treasurer - MMC	Elected	Salary-Exempt	\$ 2,884.62		50.0%	0.0%	0.0%	22.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Chief Deputy	Full-time	Salary-Exempt	\$ 1,706.50		50.0%	0.0%	0.0%	22.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Chief Deputy - IAMC	Full-time	Salary-Exempt	\$ 1,815.75		50.0%	0.0%	0.0%	22.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Chief Deputy - CMC	Full-time	Salary-Exempt	\$ 1,925.00		50.0%	0.0%	0.0%	22.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Chief Deputy - CPS	Full-time	Salary-Exempt	\$ 2,103.38		50.0%	0.0%	0.0%	22.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Deputy Clerk	Full-time	Hourly		\$ 22.00	0.0%	0.0%	0.0%	55.0%	33.0%	12.0%	0.0%	0.0%	100.0%
	Deputy Clerk - IAMC	Full-time	Hourly		\$ 23.50	0.0%	0.0%	0.0%	55.0%	33.0%	12.0%	0.0%	0.0%	100.0%
	Payroll/Benefits Clerk	Full-time	Hourly		\$ 19.25	35.0%	0.0%	0.0%	30.0%	30.0%	5.0%	0.0%	0.0%	100.0%
	Town/Utility Billing Clerk	Full-time	Hourly		\$ 16.00	18.0%	0.0%	0.0%	36.0%	36.0%	10.0%	0.0%	0.0%	100.0%
	Accounts Payable Clerk	Full-time	Hourly		\$ 16.00	18.0%	0.0%	0.0%	36.0%	36.0%	10.0%	0.0%	0.0%	100.0%
Town Council & Administration	Town Manager	Full-time	Salary-Exempt	\$ 4,644.23		50.0%	0.0%	0.0%	20.0%	20.0%	5.0%	5.0%	0.0%	100.0%
	Technology Director	Full-time	Salary-Exempt	\$ 3,269.23		50.0%	0.0%	0.0%	20.0%	15.0%	15.0%	0.0%	0.0%	100.0%
	Administrative Assistant	Full-time	Salary-Exempt	\$ 1,720.00		50.0%	0.0%	0.0%	20.0%	20.0%	5.0%	5.0%	0.0%	100.0%
	Town Council President	Elected	Monthly	--- \$1,208.55	per month ---	50.0%	0.0%	0.0%	20.0%	20.0%	10.0%	0.0%	0.0%	100.0%
	Town Council Member	Elected	Monthly	--- \$1,114.05	per month ---	50.0%	0.0%	0.0%	20.0%	20.0%	10.0%	0.0%	0.0%	100.0%
	Custodian	Full-time	Hourly		\$ 17.85	60.0%	0.0%	0.0%	20.0%	20.0%	0.0%	0.0%	0.0%	100.0%
	Custodian (PT)	Part-time	Hourly		\$ 13.50	60.0%	0.0%	0.0%	25.0%	0.0%	15.0%	0.0%	0.0%	100.0%
	Utility Account Specialist	Part-time	Hourly		\$ 100.00	0.0%	0.0%	0.0%	42.0%	42.0%	16.0%	0.0%	0.0%	100.0%
	Recording Secretary	Full-time	Hourly		\$ 18.37	50.0%	0.0%	0.0%	15.0%	15.0%	15.0%	5.0%	0.0%	100.0%
Planning, Zoning & Building	Planning Director	Full-time	Salary-Exempt	\$ 3,269.23		50.0%	0.0%	0.0%	20.0%	20.0%	5.0%	5.0%	0.0%	100.0%
	Building Administrator	Full-time	Salary-Exempt	\$ 2,423.07		50.0%	0.0%	0.0%	20.0%	20.0%	5.0%	5.0%	0.0%	100.0%
	Building Coordinator	Full-time	Hourly		\$ 21.00	50.0%	0.0%	0.0%	20.0%	20.0%	5.0%	5.0%	0.0%	100.0%
	Planning Secretary	Full-time	Hourly		\$ 16.82	75.0%	0.0%	0.0%	10.0%	10.0%	5.0%	0.0%	0.0%	100.0%
	Building Inspector	Full-time	Hourly		\$ 30.28	50.0%	0.0%	0.0%	20.0%	20.0%	5.0%	5.0%	0.0%	100.0%
	On-Call Building Inspector	On-Call	Per Inspection		\$ 21.06	50.0%	0.0%	0.0%	20.0%	20.0%	5.0%	5.0%	0.0%	100.0%
	Code Enforcement Officer	Full-time	Hourly		\$ 25.00	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Public Works (Streets, Parks & Utilities)	Operations Director	Full-time	Salary-Exempt	\$ 3,269.23		0.0%	30.0%	0.0%	25.0%	25.0%	20.0%	0.0%	0.0%	100.0%
	Public Works Director	Full-time	Salary-Exempt	\$ 2,999.08		0.0%	25.0%	0.0%	27.0%	23.0%	25.0%	0.0%	0.0%	100.0%
	Superintendent - PW	Full-time	Hourly		\$ 29.09	0.0%	25.0%	0.0%	27.0%	23.0%	25.0%	0.0%	0.0%	100.0%
	Superintendent - WW	Full-time	Hourly		\$ 29.09	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Superintendent - Water	Full-time	Hourly		\$ 29.09	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
	Foreman/Technician - WW	Full-time	Hourly		\$ 26.40	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Foreman/Technician - Water	Full-time	Hourly		\$ 26.40	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
	Foreman - PW	Full-time	Hourly		\$ 25.49	0.0%	20.0%	20.0%	20.0%	20.0%	20.0%	0.0%	0.0%	100.0%
	Foreman - WW	Full-time	Hourly		\$ 25.49	0.0%	0.0%	0.0%	50.0%	50.0%	0.0%	0.0%	0.0%	100.0%
	Foreman - Water	Full-time	Hourly		\$ 25.49	0.0%	0.0%	0.0%	50.0%	50.0%	0.0%	0.0%	0.0%	100.0%
	Crew Leader - PW	Full-time	Hourly		\$ 23.68	0.0%	0.0%	0.0%	25.0%	50.0%	25.0%	0.0%	0.0%	100.0%
	Crew Leader - Other	Full-time	Hourly		\$ 23.68	----- Dependent on job description -----								N/A
	Mechanic	Full-time	Hourly		\$ 22.35	0.0%	25.0%	0.0%	25.0%	25.0%	25.0%	0.0%	0.0%	100.0%
	Crew Worker	Full-time	Hourly		\$ 21.93	----- Dependent on job description -----								N/A
	Administrative Assistant	Full-time	Hourly		\$ 18.94	0.0%	33.0%	0.0%	23.0%	23.0%	21.0%	0.0%	0.0%	100.0%

TOWN OF CEDAR LAKE

EXHIBIT A

SCHEDULE OF 2023 SALARIES AND WAGES

Department	Employee Description	Position Type	Pay Base	2023 Bi-Weekly Maximum	2023 Hourly Maximum	GEN (%)	MVH (%)	LCSW (%)	WW (%)	WTR (%)	SWD (%)	RDC (%)	Parks (%)	Total (%)
<i>Public Works employees that hold the following certifications will receive the stated additional amount per hour. DSM or WTR 2 may be combined with one CDL certification.</i>														
	IN DSM-Distribution System Medium License	Full-time	Hourly		\$ 1.44									
	WT2	Full-time	Hourly		\$ 1.68									
	CDL A	Full-time	Hourly		\$ 1.20									
	CDL B	Full-time	Hourly		\$ 0.96									
<i>On-Call Duty - A scheduled employee will be paid \$50.00. The employee shall be compensated for a minimum of one (1) hour of work when called in.</i>														
<i>Uniform Allowance - Salaried and full-time crew are to receive \$350, payable annually with the last pay of September included with regular pay.</i>														
Parks and Rec	Parks and Recreation Superintendent	Full-time	Salary-Exempt	\$ 3,269.23		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Administrative Assistant	Full-time	Hourly		\$ 21.50	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Recreation Coordinator	Full-time	Salary-Exempt	\$ 2,307.69		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Maintenance Foreman	Full-time	Hourly		\$ 26.44	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Park Crew Worker	Full-time	Hourly		\$ 21.93	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Open Space Groundskeeper	Part-time	Hourly		\$ 15.00	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Program Instructor	Part-time	Per class	----- \$50.00	per class -----	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Recreation Aide	Part-time	Hourly		\$ 12.50	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Soccer Referee	Part-time	Hourly		\$ 12.50	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	100.0%
Boards and Commissions	Board of Safety	Part-time	Per meeting	--- \$111.00	per meeting ---	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	JMOB	Part-time	Per meeting	--- \$111.00	per meeting ---	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Storm Water Management	Part-time	Per meeting	--- \$111.00	per meeting ---	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	100.0%
	Plan Commission	Part-time	Per meeting	--- \$111.00	per meeting ---	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	BZA	Part-time	Per meeting	--- \$111.00	per meeting ---	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	RDC	Part-time	Per meeting	--- \$111.00	per meeting ---	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	100.0%
	Park Board	Part-time	Per meeting	--- \$111.00	per meeting ---	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Unsafe Building Commission	Part-time	Per meeting	--- \$111.00	per meeting ---	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
<i>Boards and commissions are paid per meeting attended, payable semi-annually in July and December.</i>														
Police	Police Chief	Full-time	Salary-Exempt	\$ 3,269.23		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Deputy Chief	Full-time	Salary Non-Exer	\$ 3,000.00		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Commander	Full-time	Salary Non-Exer	\$ 2,915.05		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Lieutenant	Full-time	Salary Non-Exer	\$ 2,799.17		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Sergeant	Full-time	Salary Non-Exer	\$ 2,717.41		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Corporal	Full-time	Salary Non-Exer	\$ 2,643.82		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Patrolman First Class	Full-time	Salary Non-Exer	\$ 2,582.95		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Patrolman	Full-time	Salary Non-Exer	\$ 2,508.46		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Probationary Patrolman	Full-time	Salary Non-Exer	\$ 2,427.61		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Code Enforcement Officer	Part-time	Hourly		\$ 21.00	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Administrative Assistant	Full-time	Hourly		\$ 22.90	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	FT Clerk	Full-time	Hourly		\$ 19.70	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	PT Clerk	Part-time	Hourly		\$ 18.79	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Crossing Guard	Part-time	Hourly		\$ 15.00	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	VIPS Stipend	Volunteer	Per Call Out		\$ 15.75	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	VIPS Lieutenant	Volunteer	Stipend	----- \$1,000.00	annually -----	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	VIPS Sergeant	Volunteer	Stipend	----- \$500.00	annually -----	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Police Officer First Class*			\$ 2,928.14		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

* Certified to Indiana Public Employees' Retirement Fund, rate is fixed.

Salary Non-Exempt Employees are due overtime after 86 hours worked per pay period.

Police Grants - Full-time officers shall receive 1.5 times their hourly rate of pay in addition to their regular salary for work performed as outlined for each specific grant.

Uniform Allowance - Full-time officers are to receive \$1,500 paid semi-annually with the first pays of June and December and included with regular pay.

VIPS Stipend for 2022 - December through May activity payable first pay July. June through November activity payable first pay in December. VIPS Officer Stipends payable semi-annually on the first pays in July and December.

TOWN OF CEDAR LAKE

EXHIBIT A

SCHEDULE OF 2023 SALARIES AND WAGES

Department	Employee Description	Position Type	Pay Base	2023 Bi-Weekly Maximum	2023 Hourly Maximum	GEN (%)	MVH (%)	LCSW (%)	WW (%)	WTR (%)	SWD (%)	RDC (%)	Parks (%)	Total (%)
Fire	Fire Chief	Full-time	Salary-Exempt	\$ 3,269.23		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Deputy Chief	Full-time	Salary-Exempt	\$ 2,884.62		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Battalion Chief	Full-time	Salary Non-Exer	\$ 2,525.08		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	EMS Division Chief	Full-time	Salary Non-Exer	\$ 2,525.08		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Captain FF/Paramedic	Full-time	Salary Non-Exer	\$ 2,495.47		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Firefighter/Paramedic**	Full-time	Salary Non-Exer	\$ 2,477.81		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Firefighter/EMT	Full-time	Salary Non-Exer	\$ 1,909.09		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Probationary Firefighter/Paramedic	Full-time	Salary Non-Exer	\$ 1,961.20		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	EMS Billing Clerk	Full-time	Hourly		\$ 18.18	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Firefighter/Paramedic	Part-time	Hourly		\$ 20.41	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Firefighter/EMT	Part-time	Hourly		\$ 15.94	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Division Chief Marine Unit	Part-time	Hourly		\$ 15.00	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Firefighter	Part-time	Hourly		\$ 15.00	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%

** 1977 Fire Pension/Disability Fund 1st Class Firefighter Salary equals Paramedic Pay per Resolution No. 1227.

Uniform Allowance - Full-time officers are to receive \$350 paid annually with the last pay of January and included with regular pay.

Salary Non-Exempt Employees are due overtime after 106 hours worked per pay period.

Volunteer Fire Department

Training Officer	Volunteer	Stipend	----- \$1,000.00 annually -----	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Fire Inspector	Volunteer	Stipend	----- \$1,000.00 annually -----	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Assistant Chief	Volunteer	Stipend	----- \$750.00 annually -----	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Battalion Chief	Volunteer	Stipend	----- \$500.00 annually -----	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Captain	Volunteer	Stipend	----- \$300.00 annually -----	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Lieutenant	Volunteer	Stipend	----- \$200.00 annually -----	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Car/Clothing Allowance	Volunteer	Stipend	----- \$200.00 annually -----	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Fire Response	Volunteer	Per Call-Out	----- \$15.75 per callout -----	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Training Pay	Volunteer	Per Session	----- \$15.75 per callout -----	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%

Volunteer fire dispatch and training pay compensation activity from December through May payable in July, June through November activity payable in December.

Stipends are paid semi-annually with the first pay in July and December.

Notes:

All wages for hourly employees may be lower than stated.

Hourly and bi-weekly rates shown for employees may be rounded.

Distributions may be adjusted beyond percentages shown based on type of work performed and budgetary constraints.

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1459

AN ORDINANCE ESTABLISHING THE "TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, POLICE DEPARTMENT K-9 SPECIAL REVENUE NON-REVERTING FUND", AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, (hereinafter "Town Council"), has been informed and advised that certain funds are received by the Town and/or its Metropolitan Police Department through gifts, donations, grants, and the like, for the use by the Town Police Department to purchase and acquire necessary assets and equipment for the Town Police Department, and its personnel; and

WHEREAS, the Town Council has been further informed and advised that the Indiana State Board of Accounts has reviewed the processing of funds received by the Town Police Department from various sources, including gifts, donations, grants, and the like, and used to purchase assets and equipment for the Town Police Department and its personnel, and has required that a separate, stand-alone Town Police Department K-9 Special Revenue Non-Reverting Fund be established distinct from the Town General Non-Reverting Gift and Donation Fund for such purposes; and

WHEREAS, the Town Council, being duly advised, and having considered a recommendation for K-9 Special Non-Reverting Reverting Fund Establishment, based upon the audit requirements and position of the Indiana State Board of Accounts, concurs and agrees that establishment of a Town Police Department K-9 Special Revenue Non-Reverting Fund is advisable, necessary, and in the best interests of the residents of the Town, as well as the Town Police Department, and its personnel.

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

SECTION ONE: That there is hereby established the "**TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, POLICE DEPARTMENT K-9 SPECIAL REVENUE NON-REVERTING FUND**", which shall be a Special Revenue Non-Reverting Fund under the rules, regulations and requirements of applicable Indiana Law, including the Indiana Code, as amended from time to time, as well as the administrative rules and requirements of the Indiana State Board of Accounts.

SECTION TWO: That any monies collected, such as donations, gifts, contributions, grants, or any other specifically designated funds collected by the Town Police Department for the Police Department program for the Town Police Department and its personnel which are not otherwise specifically deposited pursuant to any other Town Ordinances or applicable State Law, as well as specific designated appropriations from other Town Funds, shall be deposited into the "**TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, POLICE DEPARTMENT K-9 SPECIAL REVENUE NON-REVERTING FUND**".

SECTION THREE: That the monies deposited into the "**TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, POLICE DEPARTMENT K-9 SPECIAL REVENUE NON-REVERTING FUND**" shall be utilized and expended only in connection with the use by the Police Department, and its personnel, of K-9 Law Enforcement costs and expenses for the Town Police Department, and its personnel, provided such equipment is purchased in conformance with the requirements of applicable public purchasing laws.

SECTION FOUR: That the Clerk-Treasurer of the Town is hereby authorized and directed to take all appropriate and required steps to establish said “**TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, POLICE DEPARTMENT K-9 SPECIAL REVENUE NON-REVERTING FUND**”, in conformance and compliance with all applicable law, as amended from time to time.

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

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

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

ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, THIS ____ DAY OF _____, 2023.

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

Richard Sharpe, President

John C. Foreman, Vice-President

Robert H. Carnahan, Member

Julie A. Rivera, Member

Nick Recupito, Member

Ralph Miller, Member

Colleen Schieben, Member

ATTEST:

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

TOWN OF CEDAR LAKE POLICE TRAINING REIMBURSEMENT AGREEMENT

This Police Training Reimbursement Agreement (“Agreement”) is made and entered into this 27TH day of APRIL 2023, 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 NICHOLAS ENYEART (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 5 in favor and 0 against during regular public meeting held on the 22ND day of MARCH 2023, 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 27TH day of APRIL 2023,

[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

04/27/2023
Date Signed

By: _____
Applicant (signature)

Nicholas Enyeart
Printed Name

04/27/2023
Date Signed

Approved: _____
Town Council President

04/27/2023
Date

Approved _____
Town Clerk-Treasurer

04/27/2023
Date

TOWN OF CEDAR LAKE FIREFIGHTER/EMT/PARAMEDIC TRAINING REIMBURSEMENT AGREEMENT

This Town of Cedar Lake Firefighter/Emergency Medical Technician (“EMT”)/Paramedic Training Reimbursement Agreement (hereinafter “Agreement”) is made and entered into this 27th day of April, 2023, by and between the TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, by and through its duly appointed Town Council (hereinafter collectively referred to as “Town”) and Frederick R. Sinew (hereinafter referred to as “Applicant”).

RECITALS

WHEREAS, the Applicant has made application to the Town for a Firefighter/Emergency Medical Technician (“EMT”)/Paramedic employment position for the Town; and

WHEREAS, in order to acquire the necessary professional knowledge, skill, method and technique required for Firefighter/EMT/Paramedic work with the Town, the Applicant will be required to participate in Firefighter/EMT/Paramedic training which may be required by the Town; and

WHEREAS, the Town makes a substantial investment of time and money in providing for the equipment and training of newly hired Firefighters/EMTs/Paramedics to the Cedar Lake Fire 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 a sworn Firefighter/EMT/Paramedic to leave the Town Fire Department and the municipal entity which has provided for his/her training prior to serving on such Fire 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/her by the Town, which training may consist of any or all of the following:

- a. Indiana Firefighter Training/Certification;
- b. Indiana EMT Training/Certification;
- c. Indiana Paramedic Training/Certification;
- d. Similarly related training and/or certification programs for a Firefighter/EMT/Paramedic, whether State or federally mandated.

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/she agrees to serve as a Firefighter/EMT/Paramedic, and subsequently, as a Firefighter/EMT/Paramedic 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 Firefighter/EMT/Paramedic for the Town and to perform all assignments in a satisfactory manner.

3. The Town agrees to provide, at its sole discretion, any necessary Firefighter/EMT/Paramedic 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/she will also be provided with a uniform and other Firefighter/EMT/Paramedic 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/her employment with the Town within the first sixty (60) months subsequent to the accepting employment as a Firefighter/EMT/Paramedic for the Town and said Applicant, while employed by the Town, has started or completed training at any

Firefighter, Paramedic, and/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/her employment with the Town within the first sixty (60) months subsequent to the accepting employment as a Firefighter/EMT/Paramedic for the Town and said Applicant, while employed by the Town, has not yet started training at any Firefighter, Paramedic, and/or Emergency Medical Technician School, or has completed the same at his/her 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 Firefighter/EMT/Paramedic 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 Firefighter, Paramedic and/or Emergency Medical Technician School or terminates his/her employment during the first sixty (60) months because of a disabling illness or injury which renders said Applicant physically unable to perform his/her duties as a Firefighter/EMT/Paramedic 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/her employment as a Firefighter/EMT/Paramedic for the

Town as a result of misrepresenting his/her basic qualifications for employment, or has otherwise caused his/her illness or injury.

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

- a. Physical agility test;
- b. Oral interview with the Town Fire Chief and/or his/her designated representative;
- 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/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/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 Firefighter/EMT/Paramedic 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 Town Council by an affirmative vote of ___ in favor and ___ against during duly noticed regular public meeting held on the _____ day of _____, 20____, and whereby the Town Fire Chief 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 _____, 20____,

[SIGNATURES ON FOLLOWING PAGE]

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

APPLICANT

By: _____
Fire Chief (signature)

Printed Name

Date Signed

By: _____
Applicant (signature)

Printed Name

Date Signed

Approved: _____
Town Council President

Date

Approved _____
Town Clerk-Treasurer

Date



April 4, 2023

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

Attention: Chris Salatas, Town Manager

Subject: **Stage 2 – Cedar Lake Dredging
Part-Time Construction Observation Services
Professional Services Proposal**

Dear Mr. Salatas:

Christopher B. Burke Engineering, LLC is pleased to present this proposal for part-time construction observation services related to the Stage 2 – Cedar Lake Dredging project in the Town of Cedar Lake, Indiana. The following is our understanding of the assignment, scope of services, schedule, and estimated fee in support of the project.

UNDERSTANDING OF THE ASSIGNMENT

The project includes the dredging of materials from Cedar Lake and the pumping of dredged materials to the previously constructed Sediment Dewatering Facility (SDF) constructed in Stage 1. The Stage 2 – Cedar Lake Dredging Part-Time Construction Observation Services includes the inspection and coordination with the contractor (Dredge America), the transportation of the dredged materials to the SDF site, adherence to permitting requirements, coordination with residents, and maintenance of the SDF site.

SCOPE OF SERVICES

Services to be provided by Burke for this work have been identified as follows:

Task 1 – Part-time Construction Observation: Burke will provide one part-time construction inspector for approximately 20 hours per week for an anticipated 33-week construction schedule (approximately April-November 2023). In the event the contractor receives Town approval for a schedule that requires more than 20 hours per week of construction inspection, Burke will notify the Town and discuss if an amendment to extend construction observation hours is recommended.

CO Services include:

Task 1.1 – Public Information Meeting (as needed)

- Prepare Agenda
- Present Project Details and Preliminary schedule
- Respond to public questions

Task 1.2 – Pre-construction Conference

- Organize and set agenda for conference
- Notify representatives of the Town, contractor(s), utilities, and designated affected parties
- Review project details with all parties, develop a plan and schedule from the contractor(s) and answer any questions related to the project
- Develop and distribute meeting minutes and sign-in sheet
- Phone non-attendees and verify pertinent information

Task 1.3– Project Filing System

- Burke will develop and maintain an electronic project filing system using Burke forms

Task 1.4 – Field Reports, Records, and Daily Work

- Inform contractor of observed deficiency in contractor's work with reasonable promptness
- Conduct project progress meetings, as needed. Keep and distribute project progress meeting minutes
- Complete a daily report for each day
- Answer daily contractor, and Town staff questions relating to the project.
- Resident coordination for any concerns, questions, etc.
- Capture photographs of daily work activities
- Submit monthly progress reports to the Town, as needed

Task 1.5 – Submittal Review Process

- Burke will receive, track, and review submittals for compliance with the contract documents, return submittals to the contractor, and request a re-submittal if not approved
- Review of testing required by permits
- Verify monthly monitoring reports (MMR) are submitted through the NetDMR portal

Task 1.6 – Contractor Application for Payment

- Review pay quantities and as-built surveys with contractor prior to submitting applications for payment
- Check contractor's applications for payment, sign, and transmit payment applications to the Town

Task 1.7 – Change Orders

- Implement change order procedures in accordance with the project Contract Documents. Change Orders will be submitted to the Town for approval prior to completion of work

Task 1.8 – Annual Project Close-out

- Coordination with the contractor to close the site(s) out for the winter
- Verify areas are properly winterized and safe for the winter shutdown period

Burke will also provide as-needed technical support during construction associated with requests for information. Clarifications to the contract documents will be limited to minor field changes. Major changes will be directed by the Town. There will be no quality control or quality assurance material testing or surveying performed by Burke. Testing will be completed by an independent testing consultant provided by the contractor.

ESTIMATED FEE

The estimated fees for the tasks described above are as follows:

Task	Task Name	Fee
Task 1	Construction Observation (Part-Time at 20 hours / week)	\$70,620.00
	Direct Costs	\$1,000.00
Total Cost:		\$71,620.00

We will bill you monthly, on a time and material basis, for assigned tasks in accordance with the hourly rates specified in our current master agreement and establish our contract in accordance with the attached general terms and conditions. Direct costs for photocopying, mailing, overnight delivery, messenger service, and report compilation are included in the fee.

In addition, our contract will be established in accordance with the attached general terms and conditions, which are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested additional meetings or additional services that are not included in the preceding fee will be billed at the attached hourly rates.

If this proposal meets with your approval, please sign where indicated and return an executed original to us as our notice to proceed. The executed proposal, along with the estimated fee, and the attached standard charges for professional services and general terms and conditions constitute the whole of our agreement. Any modification to any part of this agreement without prior acknowledgement and consent by Burke will make null and void this agreement. Any time commitment made by Burke as part of the agreement does not begin until Burke has received an executed original.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please contact me at 317.266.8000 or Don Oliphant at the number listed above if you have any questions.

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Jon D. Stolz, PE
Managing Vice President

THIS PROPOSAL, ESTIMATED FEE, STANDARD CHARGES FOR PROFESSIONAL SERVICES AND GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE TOWN OF CEDAR LAKE:

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

Enclosures: Schedule of Charges for Professional Services
General Terms and Conditions

If the Cedar Lake Town Council requests additional services that are not described in the above Scope of Services, the billing rates will be applied as noted below. Special services may include expert witness testimony and/or participation at hearings for a legal matter specifically requested by the Town, depositions, large-scale design projects/construction observation, etc., and external to the regular engineering services described within this document.

<u>Personnel</u>	<u>(\$/Hr)*</u>
Principal	143
Engineer VI	127
Engineer V	116
Engineer IV	107
Engineer III	102
Engineer I/II	88
Survey V	122
Survey IV	102
Survey III	92
Survey II	83
Survey I	67
Resource Planner V	101
Resource Planner IV	96
Resource Planner III	91
Resource Planner I/II	84
Engineering Technician IV	88
Engineering Technician III	82
Engineering Technician I/II	75
CAD Manager	101
Assistant CAD Manager	95
CAD II	80
GIS Specialist III	92
GIS Specialist I/II	80
Landscape Architect	96
Environmental Resource Specialist V	102
Environmental Resource Specialist IV	100
Environmental Resource Specialist III	95
Environmental Resource Specialist I/II	83
Environmental Resource Technician	80
Administrative	80

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage, Permit Fees
Cost

*Charges include overhead and profit



1. **Relationship Between Engineer and Client:** Christopher B. Burke Engineering, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order), require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. **Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. **Compliance with Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. **Governing Law and Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Indiana.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

15. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement."
17. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.
21. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this

limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. **Client's Responsibilities:** The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. **Information Provided by Others:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer

shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. **Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. **Indemnity Clause:** When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and the Client agrees not to modify or delete it:

Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees and acknowledges that Engineer shall be considered a third party beneficiary of those contracts into which this clause has been incorporated; and agrees to assume the entire liability for all personal injury claims suffered by its employees, including without limitation, claims asserted by persons allegedly injured on the Project; waives any limitation of liability defense based on the Workers' Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees, and consultants (the "Indemnitees") from and against any such loss, expense, damage or injury, including attorneys' fees and costs that the Indemnitees may sustain as a result of such claims.

28. **Job Site Safety/Supervision and Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of

construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involves the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. **Insurance and Indemnification:** The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or

disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is an operation, maintenance and repair activity for which the Engineer is not responsible.

February 23, 2010-INDIANA

Change Order No. _____

Date of Issuance: 04/13/23	Effective Date: 04/17/23
Owner: Town of Cedar Lake	Owner's Contract No.:
Contractor: Dredge America, Inc.	Contractor's Project No.: N/A
Engineer: Christopher B. Burke Engineering, LTD	Engineer's Project No.: 200323
Project: Stage 2 – Cedar Lake Dredging	Contract Name: N/A

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

Description: Dredging activities will be allowed to start in Mid-April pending the calendar year as noted below. Dredging will also be allowed on Saturdays and Sundays. Working hours are modified to 7am-7pm for all days.

2023: Start Date, April 17th.

2024: Start Date, April 15th.

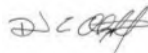
2025: Start Date, April 14th.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>N/A</u>	Original Contract Times: <u>N/A</u> Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>N/A</u>	Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>N/A</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>N/A</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: 	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: _____
Date: <u>04/04/23</u>	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

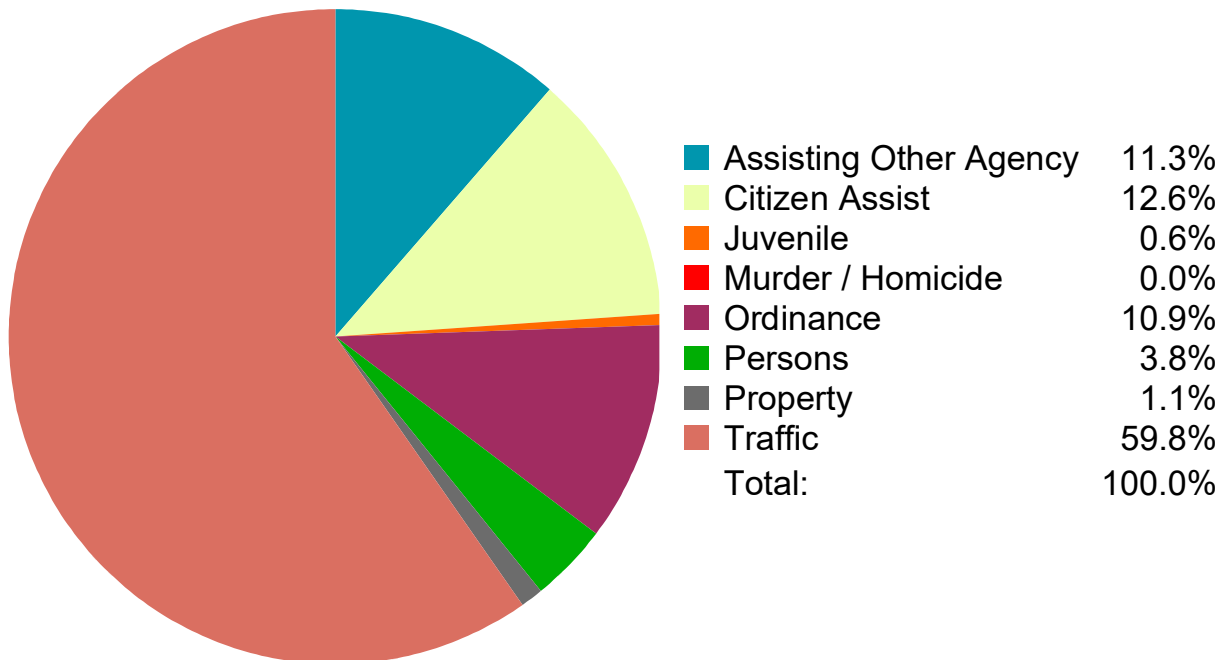
By: _____ Date: _____
Title: _____

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

Incident Type	Month Total	Year Total
Incidents Assisting Other Agency (Including Fire and EMS)	139	409
Incidents related to Citizen Assists:	155	459
Incidents related to Juveniles:	7	25
Incidents related to Murder/Homicide:	0	0
Incidents related to Ordinances:	135	347
Incidents related to Persons:	47	171
Incidents related to Property:	13	44
Incidents related to Traffic:	738	2343
Incidents Not Classified:	0	0

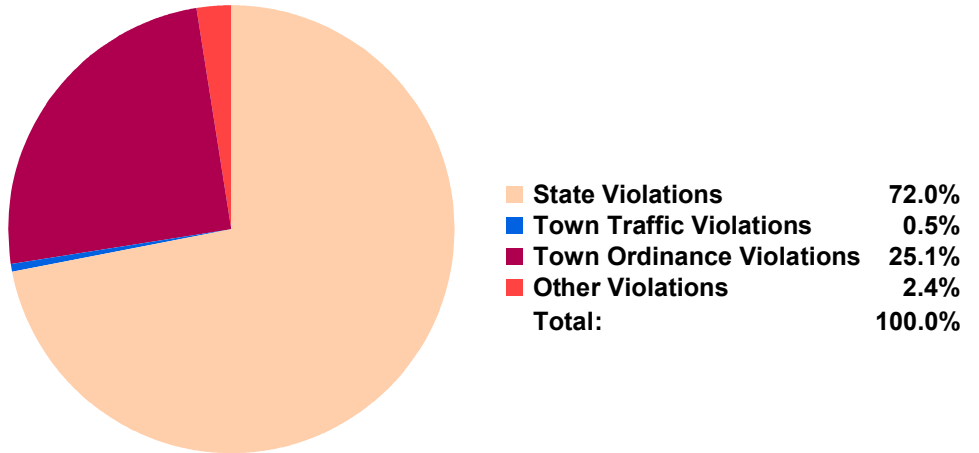
Totals:	1234	3798
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Average Daily Calls For Service: 42.67



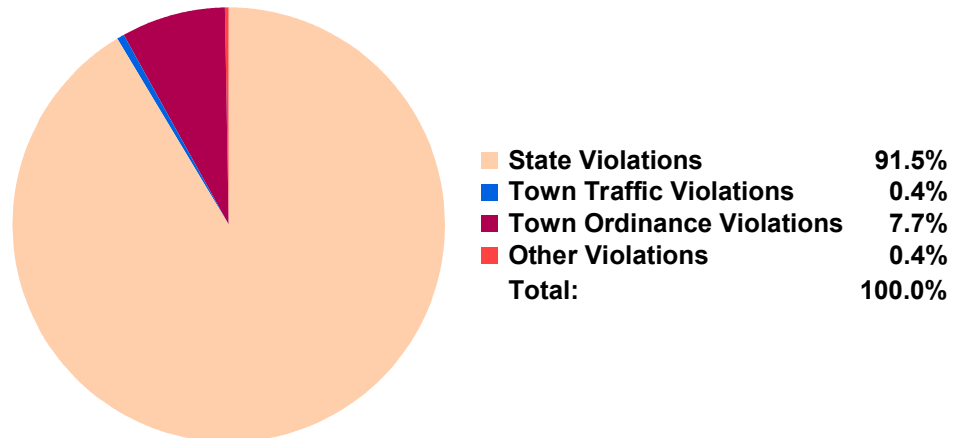
CITATION REPORT
March 2023 and Year-To-Date 2023

State Violations: 149
Town Traffic Violations: 1
Town Ordinance Violations: 52
Other Violations: 5
Total for March: 207
Year To Date: 602



WARNING REPORT
March 2023 and Year-To-Date 2023

State Violations: 669
Town Traffic Violations: 3
Town Ordinance Violations: 56
Other Violations: 3
Total for March: 731
Year To Date: 2,179

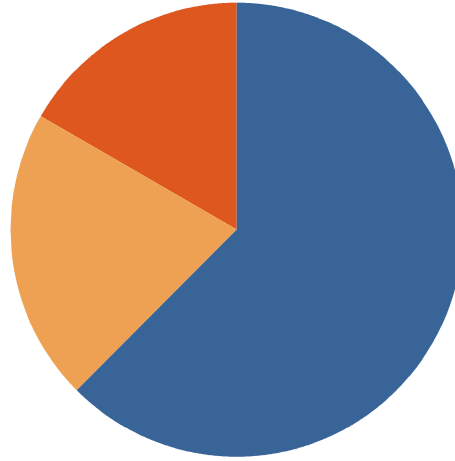


ARREST REPORT
March 2023 and Year-To-Date 2023

Total Arrests: 27
Total Charges Filed: 48
Misdemeanor: 30
Felony: 10
Infraction: 0
Not Classified /
Warrant: 8

Year-To-Date

Total Arrests: 85
Total Charges Filed: 145



■ Misdemeanor	62.5%
■ Felony	20.8%
■ Infraction	0.0%
■ Not Classified	16.7%
Total:	100.0%

Cedar Lake Police Department

Traffic Stop Analysis

1/1/2014 to 3/31/2023



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Jan	143	221	279	353	180	260	321	351	389	738
Feb	258	221	221	400	161	331	300	285	257	651
Mar	388	249	489	372	225	380	190	460	373	632
Apr	421	266	328	266	229	415	21	376	324	
May	436	393	361	277	250	345	119	318	418	
Jun	213	307	325	269	260	345	182	318	283	
Jul	273	373	393	245	292	371	285	372	359	
Aug	369	271	258	249	236	366	303	364	421	
Sep	224	252	264	284	286	259	212	281	378	
Oct	228	240	356	191	302	285	182	348	417	
Nov	295	261	407	257	280	329	172	320	397	
Dec	287	331	311	186	269	317	203	357	474	
Total	3,535	3,385	3,992	3,349	2,970	4,003	2,490	4,150	4,490	2,021

Cedar Lake Police Department

Warning Analysis

1/1/2014 to 3/31/2023



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Jan	69	112	171	215	105	202	275	291	305	754
Feb	121	103	122	236	99	299	253	235	236	694
Mar	172	122	267	221	125	343	154	395	396	731
Apr	194	153	194	195	148	376	15	323	301	
May	193	223	210	210	225	289	112	263	461	
Jun	108	167	198	211	191	309	136	273	334	
Jul	145	154	203	166	271	316	234	338	358	
Aug	200	131	177	173	220	313	218	270	438	
Sep	98	139	158	182	228	223	188	205	433	
Oct	111	102	228	128	322	222	154	265	422	
Nov	137	173	235	161	243	260	182	258	404	
Dec	140	194	215	115	193	272	180	251	465	
Total	1,688	1,773	2,378	2,213	2,370	3,424	2,101	3,367	4,553	2,179

Cedar Lake Police Department

Citation Analysis

1/1/2014 to 3/31/2023



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Jan	81	111	106	136	92	120	207	169	165	192
Feb	102	103	96	200	80	148	148	156	103	203
Mar	172	126	244	187	108	120	122	215	167	207
Apr	194	139	145	142	123	102	38	126	152	22
May	208	259	193	148	122	98	74	144	159	
Jun	121	168	180	164	122	107	140	156	167	
Jul	135	226	245	147	119	112	156	163	215	
Aug	190	163	137	113	83	112	193	123	232	
Sep	91	137	122	91	97	106	137	147	166	
Oct	82	178	163	85	87	113	110	147	145	
Nov	133	143	183	84	92	92	107	129	129	
Dec	103	155	123	94	93	111	85	117	149	
Total	1,612	1,908	1,937	1,591	1,218	1,341	1,517	1,792	1,949	624

Cedar Lake Police Department

Law Incident Analysis

1/1/2014 to 3/31/2023



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Jan	366	272	341	440	460	433	499	459	503	516
Feb	286	236	385	404	451	484	454	460	433	502
Mar	307	322	458	443	461	461	427	522	548	551
Apr	371	351	488	564	471	512	334	508	501	
May	438	421	512	629	624	518	642	556	674	
Jun	464	383	612	628	644	505	625	663	659	
Jul	481	395	629	659	683	510	575	652	633	
Aug	455	376	505	614	656	572	633	555	638	
Sep	365	372	489	573	575	602	573	525	579	
Oct	348	479	439	511	594	476	563	499	544	
Nov	295	375	425	488	507	444	495	429	515	
Dec	285	423	441	488	455	420	460	481	546	
Total	4,461	4,405	5,724	6,441	6,581	5,937	6,280	6,309	6,773	1,569

Cedar Lake Police Department

Arrest Analysis

1/1/2014 to 3/31/2023



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Jan	25	19	25	35	21	28	40	32	31	29
Feb	16	20	15	17	8	37	22	29	30	29
Mar	19	27	20	14	20	26	10	27	31	27
Apr	24	26	33	21	31	31	7	13	31	
May	20	36	18	33	39	26	24	30	26	
Jun	16	33	39	25	28	38	25	36	28	
Jul	24	19	38	21	26	25	23	26	30	
Aug	21	23	26	30	40	43	25	17	28	
Sep	10	15	19	19	34	22	31	28	20	
Oct	13	17	28	26	34	23	28	32	40	
Nov	12	10	15	24	19	20	23	20	19	
Dec	15	21	16	24	16	18	10	20	27	
Total	215	266	292	289	316	337	268	310	341	85

Cedar Lake Police Department

Arrest Offense Analysis

1/1/2014 to 3/31/2023



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Jan	42	24	28	58	26	62	71	51	51	47
Feb	21	25	25	26	15	71	37	59	47	50
Mar	25	30	23	25	35	52	18	42	69	48
Apr	30	27	53	40	45	45	16	21	54	
May	25	50	26	52	63	37	31	51	45	
Jun	21	37	63	35	43	60	41	68	45	
Jul	32	23	60	34	35	42	42	46	63	
Aug	31	28	33	50	49	70	44	29	55	
Sep	17	20	26	35	46	38	55	61	34	
Oct	26	21	42	40	55	33	62	63	65	
Nov	14	10	29	33	31	35	40	34	41	
Dec	23	21	28	35	19	32	21	30	56	
Total	307	316	436	463	462	577	478	555	625	145

Cedar Lake Police Department

Town Ordinance Warnings

1/1/2023 to 3/31/23

Grouped by Offense

	Jan	Feb	Mar	Total
<i>Aband Vehicle on Roadway</i>	0	1	0	1
<i>Abandoned Vehicle</i>	11	12	7	30
<i>ABANDONED VEHICLE -</i>	0	1	0	1
<i>DOGS - LICENSE AND</i>	0	2	0	2
<i>DOGS - NOISE DISTURBANCE</i>	0	1	2	3
<i>DOGS - RUNNING AT LARGE</i>	0	1	0	1
<i>Non-Use Refuse Container</i>	0	1	0	1
<i>Nuisance-Accum Rubbish</i>	0	0	1	1
<i>NUISANCES - ACCUMULATION</i>	0	0	1	1
<i>OFF-ROAD VEHICLES -</i>	0	0	1	1
<i>OPERATION OF VEHICLE AT STOP</i>	1	0	3	4
<i>Parking - Blocking Traffic</i>	9	17	39	65
<i>Parking - Proper Manner</i>	1	0	0	1
<i>Parking - Traveled Portion RDWY</i>	0	0	1	1
<i>Scattering of Refuse</i>	0	1	0	1
<i>Snow Emergency Parking-Roadway</i>	0	6	0	6

	Jan	Feb	Mar	Total
<i>SPEED LIMITS</i>	16	0	0	16
<i>SPEED LIMITS - 11-20 MPH OVER</i>	1	4	3	8
<i>SPEED LIMITS - 21-30 MPH OVER</i>	0	0	1	1
<i>STREETS AND SIDEWALKS -</i>	0	1	0	1
<i>TRUCK ROUTE</i>	0	3	0	3
<i>Unauthorized Accumulation</i>	4	4	0	8
Total	43	55	59	157

Cedar Lake Police Department

Town Ordinance Citations

1/1/2023 to 3/31/2023

Grouped by Offense

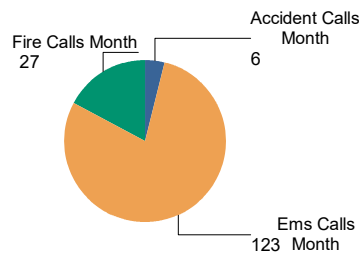
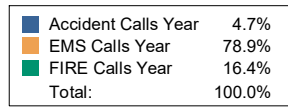
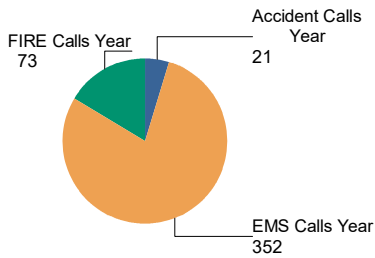
	Jan	Feb	Mar	Total
<i>Aband Vehicle on Roadway</i>	0	1	2	3
<i>Abandoned Vehicle</i>	29	20	35	84
<i>ABANDONED VEHICLE -</i>	0	1	0	1
<i>ABANDONED VEHICLE -</i>	0	1	0	1
<i>ALARM SYSTEMS - FALSE ALARM - 3</i>	0	0	1	1
<i>ALARM SYSTEMS - FALSE ALARM - 6</i>	0	1	0	1
<i>Non-Use Refuse Container</i>	0	0	2	2
<i>Nuisance-Accum Rubbish</i>	2	0	3	5
<i>NUISANCES - ACCUMULATION</i>	0	0	1	1
<i>OBSTRUCTIONS TO VISIBILITY AT</i>	0	0	1	1
<i>Off-road vehicle on roadway</i>	1	0	0	1
<i>OFF-ROAD VEHICLES -</i>	0	0	1	1
<i>OPERATION OF VEHICLE AT STOP</i>	0	3	0	3
<i>Parking - Blocking Traffic</i>	0	1	1	2
<i>Scattering of Refuse</i>	0	1	1	2
<i>SPEED LIMITS</i>	4	0	0	4

	Jan	Feb	Mar	Total
<i>SPEED LIMITS - 11-20 MPH OVER</i>	2	1	2	5
<i>SPEED LIMITS - 21-30 MPH OVER</i>	1	4	1	6
<i>Unauthorized Accumulation</i>	4	2	2	8
<i>UNAUTHORIZED SIGNALS OR</i>	1	0	0	1
Total	44	36	53	133

Cedar Lake Fire Department

Monthly Summary Report

1/1/2023 to 3/31/2023



Average Daily Calls for Service: 5.04

Yearly Totals

Agency Assist	1
EMS Abdominal	11
EMS Animal Bite	1
EMS Assault	2
EMS Back Pain	4
EMS Bleeding	10
EMS Breathing	33
EMS Chest Pain	23
EMS Choking	2
EMS Death	3
EMS Diabetic	6
EMS Fall	40
EMS Full Arrest	5
EMS Headache	1
EMS Heart Prob	11
EMS Lift Assist	34
EMS Misc	1
EMS Mutual Aid	2
EMS Overdose	4
EMS Pregnancy	4
EMS Psych	37
EMS Seizure	13
EMS Sick Person	58
EMS Stroke	7
EMS Trauma	12
EMS Uncons	21
EMS Unknown	7
FIRE Alarm	14
FIRE Assist	4
FIRE CO Alarm	7
FIRE Gas IN	4
FIRE Gas OUT	1
FIRE Hazmat	1
FIRE Inspection	4
FIRE Investigat	1
FIRE Misc	1
FIRE Mutual Aid	13
FIRE Outside	3
FIRE Standby	1
FIRE Structure	11
FIRE Utility	4
FIRE Vehicle	1
FIRE Washdown	2
FIRE Water Resc	1
Odor	1
PD Accident	1

Monthly Totals

EMS Abdominal	5
EMS Animal Bite	1
EMS Back Pain	2
EMS Bleeding	3
EMS Breathing	15
EMS Chest Pain	3
EMS Death	1
EMS Diabetic	3
EMS Fall	13
EMS Full Arrest	2
EMS Heart Prob	3
EMS Lift Assist	12
EMS Overdose	1
EMS Pregnancy	2
EMS Psych	14
EMS Seizure	5
EMS Sick Person	21
EMS Stroke	2
EMS Trauma	6
EMS Uncons	8
EMS Unknown	1
FIRE Alarm	6
FIRE Assist	1
FIRE CO Alarm	1
FIRE Hazmat	1
FIRE Inspection	2
FIRE Investigat	1
FIRE Mutual Aid	3
FIRE Outside	1
FIRE Structure	7
FIRE Utility	2
FIRE Vehicle	1
FIRE Washdown	1
PD Accident	1
PI Accident	5

Total for Month: 156

PI Accident	20
Suicidal Subj	1
<hr/>	
Total for Year:	449

Town of Cedar Lake

Office of Building, Zoning, and Planning

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

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

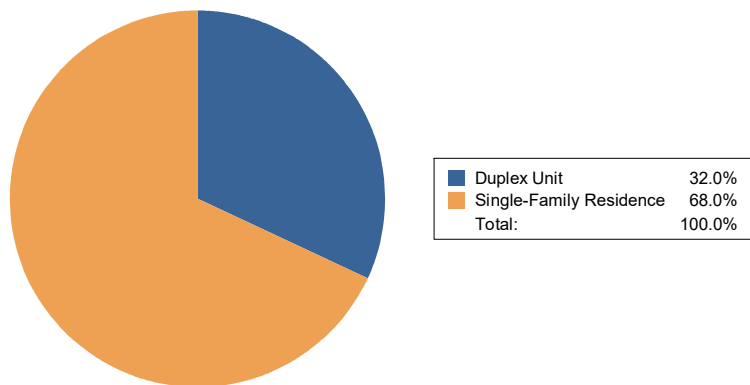


Report of All New Construction Permits

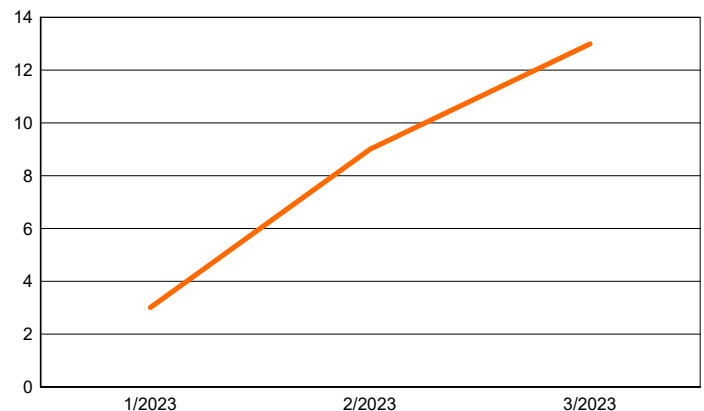
1/1/2023 to 3/31/2023

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**

February 2023

Residential New Construction Permits: **9**

New Construction Permits: **9**

New Residential Construction Value: **\$1,717,100**

Total Value of Construction for February: **\$1,717,100**

March 2023

Residential New Construction Permits: **13**

New Construction Permits: **13**

New Residential Construction Value: **\$4,419,495**

Total Value of Construction for March: **\$4,419,495**

Total New Construction Permits: 25

Total Residential New Construction Permits: 25

Total Commercial New Construction Permits: 0

Total School New Construction Permits: 0

Total Value of New Construction: \$6,709,285

Total Value of New Residential Construction: \$6,709,285

Total Value of New Commercial Construction:

Total Value of New School Construction:

Town of Cedar Lake

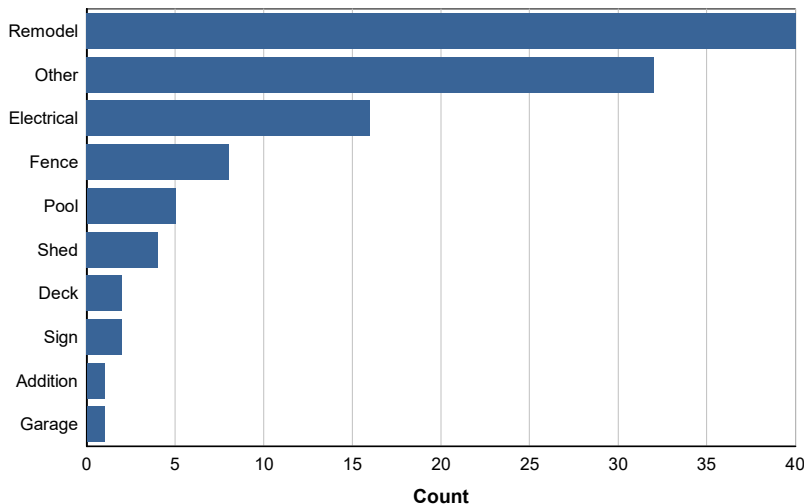
Office of Building, Zoning, and Planning

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

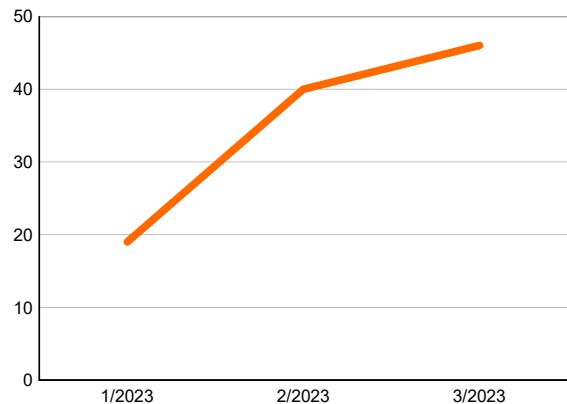
Tel (219) 374-7000 - Fax (219) 374-8588



Report of All Other Permits 1/1/2023 to 3/31/2023 Grouped by Month



Permits by Month



Project Class

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**

February 2023

Other Residential Permits: **35**

Other Commercial Permits: **1**

Other Permits: **4**

Total of Other Permits: **40**

Other Residential Permits Value: **\$787,399**

Other Commercial Permits Value: **\$0**

Other Permits Value: **\$36,262**

Total Value of All Other Permits: **\$823,661**

March 2023

Other Residential Permits: **40**

Other Commercial Permits: **5**

Other Permits: **1**

Total of Other Permits: **46**

Other Residential Permits Value: **\$739,681**

Other Commercial Permits Value: **\$153,106**

Other Permits Value: **\$500**

Total Value of All Other Permits: **\$893,287**

Grand Total of Other Permits: **105**

Grand Total Value of All Other Permits: **\$2,398,587**



April 24, 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 April 27, 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 April 27, 2023 Town Council Meeting. This report covers activities for the period of March 18, 2023 through April 24, 2023.

1) Cedar Lake Dredging and Sediment Dewatering Facility Project

The Pre-Construction Meeting was held on April 12th. Dredge America will be allowed to dredge seven days a week and over holidays. This request was granted based on Dredge America's previous experience that it is a safer environment if they are dredging and watching operations when there is boating traffic on the lake. A Change Order has been provided to allow for these operating times. The dredge will most likely be in the lake sometime in mid-May and operations will start in the northeast corner of the lake (Area #1) later in the month. An Ecosystem Restoration Committee meeting was also held on April 13th.

A Public Information Meeting will be held on Monday, May 8th at 6pm at Town Hall. All public is welcome to attend. CBBEL staff presented dredge related presentations at the Lake of the Red Cedars Elementary School on April 17th and at a Boys & Girls STEM event on April 20th.

2) MS4 Coordination

CBBEL worked with Public Works staff to obtain data for the Cedar Lake MS4 2022 Annual Report. The report summarizes MS4 activities of the Town over the course of 2022 in the areas of public education/involvement, construction plan review, construction site inspections, pollution prevention, and stormwater conveyance system inspection and maintenance activities. The report was submitted to IDEM on April 3rd. CBBEL also worked with Public Works staff on the Quarterly Pollution Prevention Inspection of the Public Works facility.

3) NIRPC/State Legislature/INDOT/IDNR Updates

The Town was notified on April 21st that two of the five project applications were accepted into the draft 2024-2028 TIP. The Town projects that are included in the TIP are the raising of 133rd Avenue from Robin's Nest to Colfax Avenue and the Founders Creek Multi-Use Path. The 133rd Avenue project is programmed in 2025 for construction (PROTECT funds) at \$454,504.00 federal funds and \$113,626.00 local match. The design of the project will be funded by the Town. The second project is the design and construction of the Founders Creek Multi-Use Path (Transportation Alternative funds). The project is programmed for design in 2026 (\$72,685.00 federal funds and \$32,000.00 local match) and for construction in 2028 (\$1,422,430.00 federal funds and \$355,608.00 local match).

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. No Change.**
- **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 #6 passed in the House Ways and Means Committee on February 22nd. No Change.**
- **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 Local Government Committee on February 10th. The first reading was held on February 28th. No Change.**

- **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 House on April 17th and returned to the Senate with amendments. The Senate dissented from the House amendments on April 18th.**
- **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. No Change.**
- **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: Passed the House on March 28th and returned to the Senate with amendments. The Senate dissented from the House Amendments on April 13th.**

Adjournment of the 123rd General Assembly is due to no later than April 29th.

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, 2022-2:** The Pre-Construction Meeting was held on April 20th. Site Services is due to begin mobilization on 137th Avenue the week of May 8th. Brief roadway closures should be expected with this work. All efforts will be made to maintain access to residents who access driveways off 137th Avenue. The project should take approximately 1 month to complete.

Site Services will begin crack sealing work the week of May 1st.

- **Community Crossing Grant, 2023-2:** Governor Holcomb announced the 2023-2 CCMG call will open on July 3rd and close on July 28th.
- **2023 CDBG Funds:** CBBEL has provided Town staff with an estimate to complete additional ADA ramp modifications within the Lynnsway Subdivision. This funding is expected sometime in the summer.
- **Indiana Destination Development Corporation, Indiana Placemaking Activation Grant:** The Town was awarded Public Art Activation funding for a sculpture along the Cedar Lake shoreline at Town Hall. The Town was among two municipalities in Lake County to be awarded funds. The grant will fund up to \$10,000 for fabrication, placement, and construction of the selected area.
- **USDOT, Safe Streets and Roads for All (SS4A):** The SS4A grant is a product of the new infrastructure bill. The second round of funding was opened in April and closes on July 10th. 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>.

CBBEL and the Town are still coordinating work efforts for completion of a Local Road Safety Plan. Completion of this document would make the Town eligible for the construction portion of the SS4A funding and be expected to be completed in the Summer 2023.

- **PCB Monsanto Class Action Settlement**

- City of Long Beach [CA], et al. v. Monsanto Company, et al.**

- The Town received a check for \$17,414.03 on April 17th as a Settlement Class Member for the aforementioned Class Action suit. The Town received these funds since Cedar Lake is included in the EPA 303(d) impaired waterway list for PCB contamination within a HUC-12 watershed and is a Phase II NPDES municipality. The "Monitoring Fund" included over \$42 million and similar checks were provided to 2,320 Settlement Class Members throughout the country. These funds are "...intended to pay for PCB sampling and/or any other mitigation efforts in the Settlement Class Member's sole discretion, as part of compliance with applicable law." CBBEL recommend that these funds be used in conjunction with the lake dredge project.

A separate fund referred to as "Special Needs Fund, Part B" was allocated over \$50 million to "...compensate those Settlement Class Members who apply and make a showing, in the discretion of the Special Master, of a significant regional, state, or national benefit, cost, or contribution regarding 303(d) bodies of water impaired by PCBs through stormwater and/or dry weather runoff, and such benefit, cost, or contribution is not otherwise encompassed within any other part of this Allocation."

CBBEL is compiling an application to request \$2 million to dredge additional sediment and partially fund a future aluminum sulfate treatment for the lake bottom.

5) Town Street Committee & Roadway Items

- Shades (East of Morse St and North of 141st Avenue): The Town was notified on April 12th that they received \$831,600.00 to fund the first phase of the Shades Subdivision. Phase 1 of the project will include the roadway reconstruction and stormwater infrastructure for Edison Street, Rocklin Street, Sherman Street, Marys Lane, Wheeler Street, and Berkley Street. The project will also include the raising of 141st Avenue from Hobart Street to the old eastern corporate limit. These funds are required to be awarded and contracts signed within 4 months of the funding letter.
- 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.
- Lake Shore Drive/Lee Street Crosswalk: TMC completed this crosswalk and rumble strips. The Bugaboo crosswalk and rumble strips were also refreshed. Signage for the new Lee Street crosswalk is on order and will be installed by Public Works when received.
- Railroad At-Grade Sidewalk Crossing: CBBEL has initiated coordination with the Norfolk Southern Railroad and CSX Railroad to complete sidewalk crossings at 141st Avenue between the Hanover Central Middle School/Railside and Rose Garden Estates/Centennial, 141st Avenue between Beacon Pointe/Beacon Pointe East, 137th

Avenue between Kiwanis Park and Winding Creek – Unit 2, and 133rd Avenue over the CSX RR bridge near Smith Concrete.

6) 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 also include an extension down Constitution Avenue to the east of Town Hall. This project is scheduled to bid in May pending easement/ROW acquisition. Coordination is on-going between CBBEL personnel and the safety building engineering team. CBBEL provided comments to the police/fire team on March 29th and are awaiting a response.

CBBEL provided 3-lot subdivision platting documents for the police department, fire department, and future Town Hall parcel to Town staff for review.

CBBEL will begin final design of the reconstruction of Constitution Avenue in the Fall. This would be constructed in the Summer 2024 with the intention to apply for 2024-1 CCMG funding.

7) Plan Commission

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

- Bugaboo Subdivision: *No Change from Previous Report*. CBBEL provided a comment letter to the Applicant on August 11th and is awaiting a response.
- Novak Parcel (129th Ave/US-41): *No Change from Previous Report*. CBBEL and the Town are coordinating with the Engineer and Applicant on cost-sharing items prior to plan review.
- Culver's: CBBEL recommended contingent approval in a letter dated March 30th.
- Centier Bank 2-Lot Subdivision: CBBEL provided a comment letter to the Applicant on April 14th. A re-submittal was provided on April 19th that we are currently reviewing.
- Subdivision Ordinance/Development Standards Manual Update: CBBEL has begun updates to the DSM and is currently on-going. CBBEL circulated draft construction details to Town staff on March 28th and have only received one comment to-date.

8) Stormwater Management Board

7513 W. 136th Lane, Woodland Shores: The Board was notified that the parcel owner who

brought the concern to the board's attention had recently sold the property. The Storm Board determined to table further effort on the easement acquisition until the new owner(s) appear at a Storm Board meeting. The item will still remain on the update items list. **No Change.**

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. **No Change.**

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. **This project was scored 3rd and will be funded if adequate funds remain in the 2023 budget. The Town will check existing easement documentation for updates.**

6425 W. 145th Avenue: CBBEL presented a concept plan to the Board at the March meeting. Preliminary costs were provided and the Board will take it under advisement during project scoring. **The board scored this project 2nd and decided to fund the project. CBBEL was released to complete one easement document required for the project.**

141st Place & Cottage Grove Avenue: Town Public Works staff decided to re-establish the existing ditchline along the northside of 141st Place and to utilize spoils from this activity to modify and partially fill in the low area at the northwest corner of this curve. This work is to commence shortly. **Public Works is currently completing this project.**

9000 W. 130th Court, Woodland Hills Subdivision: CBBEL reviewed the video of this pipe. It appears the pipe is partially collapsed within sections of the run. CBBEL will work with Public Works staff to determine if the pipe should be replaced or can be repaired. The pipe does appear to be located within an existing drainage easement.

7320 W. 140th Place, Straight's CN Subdivision: CBBEL presented a concept plan to the Board at the March meeting. Based on conversations at the meeting with the homeowner, the scope of the project will be revised to re-shaping an existing ditchline, stabilization, tree clearing, and culvert replacements. **The board scored this project 1st and decided to fund the project. CBBEL was released to complete two easement documents required for the project.**

Meyer Manor Terrance/Lake Shore Drive Storm Sewer: CBBEL and Public Works will evaluate a storm sewer system located on Dodge Street, 131st Avenue, and Lake Shore Drive. The system appears to be partially obstruction and suffers from inlets that are not located in correct areas to capture runoff. This system then connects into the Meyer Manor southern

system before it enters the lake.

Sleepy Hollow Ditch: CBBEL was directed by Town staff to prepare easement documents for parcels located on Sleepy Hollow Ditch from 141st Avenue to Birch Street. This area would include 14 different parcels. The intention is for the Town to gain access to maintain the ditchline.

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.**

9) 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 Spring 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 042423.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 04/24/23

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
060015.00001	Town Council	n/a	Town Council Report for 04/27/23 meeting	Completed	04/24/23
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
220178	Cedar Lake Dredging Project	n/a	Construction Plans/Construction Observation	<p>The Pre-Construction Meeting was held on April 12th. Dredge America will be allowed to dredge seven days a week and over holidays. This request was granted based on Dredge America's previous experience that it is a safer environment if they are dredging and watching operations when there is boating traffic on the lake. A Change Order has been provided to allow for these operating times. The dredge will most likely be in the lake sometime in mid-May and operations will start in the northeast corner of the lake (Area #1) later in the month. An Ecosystem Restoration Committee meeting was also held on April 13th.</p> <p>A Public Information Meeting will be held on Monday, May 8th at 6pm at Town Hall. All public is welcome to attend. – see 04/24/23 Council Report for details.</p>	ongoing
090043	MS4 Coordination	\$19,400 (annual)	MS4 Coordination Services & Development	<p>CBBEL worked with Public Works staff to obtain data for the Cedar Lake MS4 2022 Annual Report. The report summarizes MS4 activities of the Town over the course of 2022 in the areas of public education/involvement, construction plan review, construction site inspections, pollution prevention, and stormwater conveyance system inspection and maintenance activities. The report was submitted to IDEM on April 3rd. CBBEL also worked with Public Works staff on the Quarterly Pollution Prevention Inspection of the Public Works facility. – see 04/24/23 Council Report for details.</p>	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 - April

Veridus Recommendations

Date: April 21, 2023

Submitted For: Cedar Lake Town Officials

Completed priorities for remainder of 2023 and updates on work to date:

- Next Steps for Lakeshore Bluffs development – revised MOU is pending
- Research and due diligence for parks planning efforts
- Veridus drafting RFP for Parks Master Plan
- Job description benchmarking for Park Director position

Redevelopment Commission – Developer Roundtable

- Tour and meeting with Carmel Redevelopment Commission 3/6/23
- Discussion of hosting a Developer Roundtable or Development Summit to highlight priority properties and engage multifamily/commercial developers
- Next steps, select a date and identify properties for future development aligned with comprehensive plan and future land use needs

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
-



Cedar Lake Monthly Report - April

- Design team continues to push design forward – Currently working on design documents
- Geotechnical survey has been completed
- Topographic and boundary survey are completed
- Bond sale closed and project is fully funded
- Veridus working with design team to complete design drawings
 - Have received drawings and budget from Core
 - Still on budget for construction
- Starting FFE Vendor discussions to review procurement of furniture
 - Initial meetings held week of 3/6
 - Have additional meetings week of 3/20
- Vetting equipment procurement for fire and police station
- Completed ground breaking on public safety complex 4/14
- 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



Cedar Lake Monthly Report - April

Building Fee Assessment

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



Cedar Lake Monthly Report - April

- 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