



TOWN COUNCIL PUBLIC MEETING AGENDA

June 6, 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

PUBLIC COMMENT *(on agenda items):*

CONSENT AGENDA:

1. **Minutes:** April 27, 2023
2. **Claims:** All Town Funds: \$626,490.87; Wastewater Operating: \$65,321.51; Water Utility: \$121,404.29; Storm Water: \$16,988.70; and Payroll: May 25, 2023 & June 1, 2023 - \$285,260.54
3. **Tag Day:** Knights of Columbus, Tag Day 6/24/2023, No rain date

ORDINANCES & RESOLUTIONS:

1. **Ordinance No. 1455** – Annexation of Two (2) Additional Small Parcels into Lakeside South (Public Hearing was held on May 16, 2023)
2. **Ordinance No. 1461** - Boyer – 9720 W 133rd Avenue Rezone from B-1 & B-3 to a PUD (Public Hearing 4/21 continued to 5/17/23 Favorable recommendation from the PC on 5/17/23)
3. **Ordinance No. 1462** - Lakeview Business Park PUD Amendment (Favorable recommendation from the PC on 5/16/23)

BZA/PLAN:

1. Lakeview Business Park Maintenance Letter of Credit Conversion **in the amount of \$217,777.62** (Favorable recommendation from the PC on 5/16/23)
2. Accept the Extension Letter of Credit for the Perez property **in the amount of \$4,430.25** (Favorable recommendation from the PC on 5/16/23)

NEW BUSINESS:

1. Consider approval to Purchase an Easement for trail improvements from Andrew Ricci **in the amount of \$6,950** and to Authorize the Town Manager, Clerk-Treasurer, and Town Attorney to Finalize the Execution of Documents
2. Consider a Joint Interlocal Cooperative Agreement between The Town of Cedar Lake, Indiana, and Lake County, Indiana for Improvement Costs Incurred by the Town for Water Well Exploration, Drilling, Testing and IDEM Permitting Activities Projects
3. Authorization to put the Morse Street Waterline Project out for bid

4. Appointment of a new member to the Unsafe Board
5. Approval for Fire Department's New Hire Todd Konradi, Firefighter/Paramedic (Favorable recommendation from the BOS on 5/24/23)
6. Consider a Fireworks Usage & Special Permit Application – July 3, 2023
7. Approval for Fire Department's Emergency Hire Travis Able

REPORTS:

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

WRITTEN COMMUNICATION:

PUBLIC COMMENT:

ADJOURNMENT:

PRESS SESSION:

NEXT MEETING: Tuesday, June 20, 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.

June 6, 2023

ALL TOWN FUNDS	\$626,490.87
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WASTEWATER OPERATING	\$65,321.51
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WATER UTILITY	\$121,404.29
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STORM WATER	\$16,988.70
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PAYROLL 5/25/23 & 6/1/23	\$285,260.54
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Town of Cedar Lake

Office of the Town Manager

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

Tel (219) 374-7400 – Fax (219) 374-8588



TAG DAY REQUEST – APPLICATION FORM

Name of Organization: Knights of Columbus

Address: 13039 Wicker Ave, Cedar Lake

Phone: 219-798-6166 Fax: _____

Contact Person:

Name: BRANDON K. Email: _____ Phone: _____

Date of Tag Day Request (do not request a rain date):

1st Choice: 6/24/23 2nd Choice: 7/22/23

Explain Nature of Tag Day: Collection for Mentally Handicapped / Special Olympics.

List Locations of Tag Day: 133rd & 41, 133rd & PARIS St, Morse & 133rd.

On a separate sheet of paper, list the individuals participating in the activity on behalf of the organization. All solicitation activities permitted are to start no earlier than 8:00 am and finish in four (4) consecutive hours. All solicitation activities will be completed by 1:00 pm on the approved day, regardless of the time of commencement.

**PROOF OF INSURANCE MUST BE SUBMITTED WITH THIS REQUEST.
INCOMPLETE REQUESTS WILL BE RETURNED.**

Signature of Contact Person

Date

FOR OFFICE USE ONLY

Date Received: _____ Approximate Time: _____

Received by (Name/Title): _____

Date Approved by Town Council: _____

Date Contact Person Notified of Approval: _____ Notified via (circle one): Email – Phone – Letter

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO: 1455

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

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

WHEREAS, the Town Council has reviewed the Petition for Annexation to the Town of Cedar Lake for annexation of approximately 4-10+ acres of land into the Town; and

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

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

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

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

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, has established a Fiscal Plan by its approval of Town Resolution No. 1331 evidencing a definite policy showing:

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

5. The furnishing of services of a capital nature by the Petitioner, including street construction, street lighting, sewer facilities, water facilities, and stormwater drainage facilities, which will be provided by the Petitioner to the annexed territory within three (3) years after the effective date of annexation in the manner as those services are provided to similar areas within the municipal corporate boundaries of the Town.

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

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

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

SECTION THREE: That the subject parcel(s), as set forth on attached Exhibit "A" hereto shall be annexed with an Agricultural Zoning District Classification for the property.

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

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

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

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

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

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

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

Richard Sharpe, President

John C. Foreman, Vice-President

Robert H. Carnahan, Councilmember

Colleen Schieben, Councilmember

Ralph Miller, Councilmember

Julie A. Rivera, Councilmember

Nick Recupito, Councilmember

ATTEST:

Jennifer N. Sandberg, IAMC
Clerk Treasurer

Exhibit A

Cedar Lake 133, LLC
45-15-25-300-001.000-041

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, SAID PARCEL BEING DESCRIBED AS: THE WEST 2 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25.

Cedar Lake 133, LLC
45-15-25-300-002.000-041

THE WEST 66 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M., IN LAKE COUNTY, INDIANA.

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

RESOLUTION NO. 1331

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, APPROVING AND ADOPTING THE FISCAL PLAN OF PETITIONER, CEDAR LAKE 133 LLC, FOR THE ANNEXATION OF A PARCEL OF CERTAIN REAL PROPERTY INTO THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AND ALL MATTERS RELATED THERETO.

WHEREAS, CEDAR LAKE 133 LLC, an Indiana Limited Liability Company (hereinafter, "Petitioner"), has filed a Voluntary Petition for Annexation of certain real property abutting the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "TOWN"); and

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

WHEREAS, the Voluntary Petition for Annexation of Petitioner seeks the annexation of certain real property into the TOWN, which parcel(s) of real are commonly known as 5901 W. 137th Ave., Lake County, Indiana, which parcels are as legally described on Exhibit "A" attached hereto; and

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

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

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

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

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

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

ALL OF WHICH IS PASSED AND APPROVED 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, Town Council President

John C. Foreman, Town Council Vice-President

Robert H. Carnahan, Town Councilmember

Nick Recupito, Town Councilmember

Colleen Schieben, Town Councilmember

Ralph Miller, Town Councilmember

Julie A. Rivera, Town Councilmember

ATTEST:

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



EXHIBIT A

PARCELS OF PROPERTY IN THE ANNEXATION TERRITORY

SEE ATTACHED (EXHIBIT "A")

LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, SAID PARCEL BEING DESCRIBED AS: THE WEST 2 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25.

KEY NO.: 45-15-25-300-001.000-041

THE WEST 66 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M., IN LAKE COUNTY, INDIANA.

KEY NO.: 45-15-25-300-001.000-041

CEDAR LAKE 133 LLC

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By: _____

Title: _____

EXHIBIT B

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

This document is the written Fiscal Plan that establishes a definite policy for the provision of municipal services to the parcels of real property legally described on Exhibit "A" attached hereto (hereinafter "4.0 acres"), which parcel is being proposed for annexation.

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

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

The supporting documentation indicates a nominal cost to be incurred for providing these services as the 4.0 acre annexation parcel, with the adjacent development parcels, develop. When the proposed area development parcel is fully developed, it is anticipated that revenues from the property taxes collected from the owners of property in the 4.0 acre annexation parcel will exceed the costs incurred by a Town to provide such services.

Subject to the provision hereinafter in this Fiscal Plan for provision by the Town of Municipal Services, the Town of Cedar lake shall implement and provide the planned services of a noncapital nature, including police protection, fire protection, street and road maintenance, and other noncapital services normally provided within the Town municipal corporate boundaries within one (1) year after the effective date of annexation,

CEDAR LAKE 133 LLC

1

By: _____

Title: _____

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

PROVISIONS FOR MUNICIPAL SERVICES

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

1. **Police Protection** – The real property being considered for annexation consists of a land area of approximately 4.0 acres, more or less, and would be easily patrolled. Once annexed, the area will be serviced by the Town of Cedar Lake Metropolitan Police Department. The addition of the land area would result in some additional roadways; however, existing police patrols will accommodate the annexed area will be offset by increased revenues generated by the 4.0 acre development property taxes. The current budget provides for 23 full-time Police Officers and a part-time Code Enforcement Officer.

2. **Fire Protection** – The area is currently being serviced by the Town of Cedar Lake Municipal Fire Department. Once annexed, the area will be serviced by the Town of Cedar Lake Municipal Fire Department. While some additional burden on the Town of Cedar Lake will exist for fire protection, which will be assumed immediately upon completion of the annexation process, the burden is minimal since the land is vacant and unoccupied. The present manpower and equipment of the Town of Cedar Lake Municipal Fire Department is sufficient to service the additional area to be annexed. The current budget provides for 14 full-time Members and for 3 ambulances.

CEDAR LAKE 133 LLC

2

By: _____

Title: _____

3. Emergency Medical Services – The area is currently being served by the Town of Cedar Lake Municipal Fire Department Emergency Medical Service. The present manpower and equipment of the Town of Cedar Lake Municipal Fire Department Emergency Medical Services is sufficient to handle any contingencies that may arise in the additional area proposed to be annexed.

4. Solid Waste (Garbage Refuse/Receivables) Collection – The Town of Cedar Lake, by agreement with a private waste collection service, currently provides each household with residential waste collection. The Town charges a monthly fee for this service that is payable on the monthly utility bill issued to each household for such service.

5. Traffic Control – Traffic control for this area would be under the jurisdiction of the Town of Cedar Lake Metropolitan Police Department. Installation of automatic traffic control devices/signals or other measures are not anticipated at this time, or in the foreseeable future. If required for anticipated development, the installation of same would be at the cost of the Developer of the 4.0 acre annexation parcel.

6. Streets and Roads – The proposed annexation would result in additional public streets for maintenance costs. It is anticipated that gas tax revenues will cover the maintenance costs for these streets. No additional equipment or manpower would be required as a result of this annexation. Upon development of the 4.0 acre annexation parcel, the Developer will install streets and roadway improvements in the subdivision in accordance with the Town's Subdivision Control Ordinance, development standards of the Town, and/or land use and development approvals for development, including any PUD Agreement or Zoning Commitment(s) under applicable law.

7. Street Lights and Signage – The proposed annexation would result in additional street lights and signage for maintenance costs. It is anticipated that gas tax revenues will cover the maintenance costs for these street lights and signage. No additional equipment or manpower would be required as a result of this annexation. Upon development of the 4.0 acre annexation parcel, the Developer will install streets and roadway improvements in the subdivision in accordance with the Town's Subdivision Control Ordinance, development standards of the Town, and/or land use and development approvals for development, including any PUD Agreement or Zoning Commitment(s) under applicable law.

8. Parks – No additional parks are anticipated for the 4.0 acre annexation parcel. Upon completion of development and/or at the time of building permit issuance, the Town will assess a Park Impact Fee in the amount of \$1, 868.01 per each platted parcel or identified parcel

CEDAR LAKE 133 LLC

3

By: _____

Title: _____

dedicated for residential structure, as approved. This Park Impact Fee may then be used by the Town for any permitted and authorized park improvements.

9. General Administrative Functions – The cost of the general administrative services to be provided to the area to be annexed is insignificant. It is anticipated that the Administrative Staff of the Town of Cedar Lake will be able to handle appropriately any additional administrative duties and responsibilities that may result from the annexation.

10. Planning and Building – It is not anticipated that any additional funds will be required to be expended by the Town Department of Building and Planning for planning activities associated with the area to be annexed. The Building Department will generate sufficient permit fees to cover any added expenses as the proposed and anticipated project develops and residential home building permits are issued.

11. Water – The Cedar Lake Municipal potable water supply will be available to all residents in the proposed 4.0 acre annexation parcel to be annexed. Infrastructure necessary to supply water to each of the proposed lots within the anticipated development structures will be constructed and paid for in the course of development construction by the Developer. Water usage will be paid for by the Town billing household users at the then current rates directly on a monthly basis, when service is provided.

12. Sanitary Sewers – Pursuant to an agreement with the Town of Lowell, the Lowell Wastewater Treatment Plant has sufficient capacity allotted to the Town of Cedar Lake to service the 4.0 acre annexation parcel to be annexed. Infrastructure necessary to provide a sanitary sewer connection and wastewater treatment service to each of the proposed lots will be constructed and paid for in the course of the development construction by the Developer. Sanitary sewer usage will be paid for by Town billing household users at the then-current rates directly on a monthly basis.

13. Storm Water Drainage – Storm water drainage is currently being handled by farm tiles and open drains. Storm sewers and other storm water flow control measures will be provided, installed and paid for by the Developer in accordance with the stormwater development regulations for the Town of Cedar Lake. Stormwater User Rate fees will be paid for by the Town billing household users at the then-current rates directly on a monthly basis.

14. Other Utilities- Natural gas and electric service is to be provided to the annexation parcel by NIPSCO (Northern Indiana Public Service Company), by utility and transmission lines located on or near the annexation area. Telephone, internet, and cable services are available to the annexation parcel by multiple service providers.

CEDAR LAKE 133 LLC

4

By: _____

Title: _____

REVENUES

The total amount of tax revenues payable to the Town of Cedar Lake, once the development project is completed, will increase in direct proportion with the number of residential units and approved amenities constructed in the 4.0 acre annexation parcel, and development therein, as confirmed by the 2023 budget report prepared by the Town Financial Advisor, O.W. Krohn and Associates, LLP.

FINANCIAL SUMMARY OF FISCAL IMPACT OF AREA TO BE ANNEXED

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

METHOD OF FINANCING PLANNED SERVICES

The noncapital services will be financed by the Town of Cedar Lake's General Fund and provided within the first year of annexation, or as required, depending on the rate of development within the 4.0 acre annexation parcel. The capital services, as required, will be funded by the payment of property taxes assessed against improvements as the 4.0 acre annexation parcel development is constructed and completed. **All costs and expenses of development improvement herein will be the responsibility of the Petitioner/Developer as set forth herein, or any other agreement entered pursuant to law, of land use approvals for the development proposed and to be constructed on the subject parcel, or combination of parcel proposed for development.**

CEDAR LAKE 133 LLC

5

By: _____

Title: _____

EXHIBIT A

PARCELS OF PROPERTY IN THE ANNEXATION TERRITORY

SEE ATTACHED (EXHIBIT "A")

LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, SAID PARCEL BEING DESCRIBED AS: THE WEST 2 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25.

KEY NO.: 45-15-25-300-001.000-041

THE WEST 66 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M., IN LAKE COUNTY, INDIANA.

KEY NO.: 45-15-25-300-001.000-041

CEDAR LAKE 133 LLC

6

By: _____

Title: _____

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1461

AN ORDINANCE AMENDING TOWN OF CEDAR LAKE ZONING ORDINANCE NO. 1402, BEING "AN ORDINANCE REPLACING TOWN ORDINANCE NO. 496, AS AMENDED, REPEALING ALL TOWN CODE SECTIONS AND ORDINANCES, OR PARTS THEROF IN CONFLICT THEREWITH, AND ALL MATTERS RELATED HERETO", AND ALL MATTERS RELATED HERewith.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter referred to as the "Town Council"), did, on the 1st day of March, 2022, pass and adopt Town Zoning Ordinance No. 1402; and

WHEREAS, the Town Council possesses the power and authority pursuant to I.C. §36-7-4, *et seq.*, as amended from time to time, to pass and adopt amendments to the Town's Zoning Districts and Official Town Zoning Map; and

WHEREAS, the Plan Commission of the Town of Cedar Lake, Lake County, Indiana (hereinafter referred to as the "Plan Commission"), has reviewed a Petition for Zone Change of certain parcels of real estate described in Exhibit A herein, for development of a commercial development, from Boyer Properties, Inc., an Indiana Corporation, authorized to do business in the State of Indiana, by Bruce E. Boyer, its President (hereinafter referred to as the "Developer"); and

WHEREAS, as part of the Developer's Petition, Developer has applied for a Zone Change for the subject parcels of real estate from B-1 Neighborhood Business and B-3 General Business Zoning District Classifications to Centier Commercial Planned Unit Development (PUD) Zoning District Classification, for development of a retail commercial development, commonly referred to as "Centier" (hereinafter referred to as the "Proposed Development"); and

WHEREAS, the Plan Commission, upon review of Developer's Petition, and after being duly advised, did, on the 27th day of April, 2023, and the _____ day of May, 2023, pursuant to published Notice as required by applicable law, hold a Public Hearing on the advisability and necessity of rezoning said property, and at the conclusion thereof, Certified its Favorable Recommendation to the Town Council for approval of the Proposed Development and change of Zoning District Classification in the Town Zone Map from B-1 Highway Neighborhood Business and B-3 General Business Zoning District Classifications to Centier Commercial Planned Unit Development (PUD) Zoning District Classification; and

WHEREAS, the Town Council, having reviewed the _____ Recommendation Certification of the Plan Commission, and after being duly advised regarding the Petition and the commitments proposed under the Developer's PUD Contract, required under applicable law and Town Zoning Ordinance No. 1402, as amended from time to time, now concurs that it is advisable, appropriate, and in the best interests of the Town of Cedar Lake that the Town approve the Centier Commercial PUD and Development Plan applied for authorizing entry into same, amend the official Town Zoning Map as applied for, and adopt the Zone Map Zoning District Classification Amendment identified herein.

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

SECTION ONE: That Town Zoning Ordinance No. 1402 and Town Zoning Map are each hereby amended as set forth hereinafter.

SECTION TWO: Definitions. Capitalized terms not otherwise defined in this Ordinance shall have the meanings ascribed to them in Town Zoning Ordinance No. 1402, as amended from time to time.

- 2.1 Permitted Uses: The uses authorized by the Town B-1 Neighborhood Business and B-2 Community Business Commercial Zoning Districts, and auto part sales, strip shopping centers, day spa, financial institutions, sidewalk café, outdoor seating and dining, restaurants with live entertainment (limited and ancillary to the regular business), sidewalk sales (limited and ancillary to the regular business), restaurants which serve food or beverage directly to occupants of motor vehicles, drive through facilities and stacking spaces, and/or animal hospitals that are ancillary to a retailer selling pet-related products. Cross access and cross parking is allowed between the Lots.
- 2.2 Development Plan: The overall plan for the Real Estate, including all materials and exhibits attached hereto and incorporated herein by reference as **Exhibit B**, including the Planned Signage District.
- 2.3 Underlying Zoning District to be Amended by PUD: B-1 Neighborhood Business and B-3 General Business Zoning District Classifications in effect on the date of adoption of this Ordinance, as modified by the 133rd Commercial Corridor Overlay District, in effect on the date of adoption of this Ordinance, are applicable to the Real Estate.

SECTION THREE: Applicability of Ordinance.

- 3.1 The Official Town Zoning Map established and made part of the Town Zoning Ordinance, is hereby amended to change the zoning district classification of the Real Estate to the Centier Commercial Planned Unit Development (PUD) Zoning District.

- 3.2 This Ordinance shall apply to the Real Estate upon adoption, subject to compliance with any terms and conditions of adoption for any land use approval by the Town Plan Commission or Town Council, and shall hereafter be referred to as the "Centier Commercial PUD Zoning Ordinance."
- 3.3 All provisions of the Town Zoning Ordinance No. 1402 in conflict with the provisions of this Centier Commercial PUD Zoning Ordinance, and the approved Development Plan, are hereby rescinded as applied to the Real Estate and shall be superseded and replaced by the terms of this Centier Commercial PUD Ordinance, and the Development Plan accompanying same, subject to any terms and conditions of adoption for any land use approval by the Town Plan Commission or Town Council.

SECTION FOUR: Development and Use of the Real Estate.

- 4.1 The Development Plan and the Permitted Uses are hereby approved. The Development Plan is intended to: (i) establish the basic layout and general vision for the development of the Real Estate by illustrating one (1) possible layout of buildings, lots, internal drives, parking areas, uses, green space, thoroughfares, and buildings as permitted by this Centier Commercial PUD Ordinance; (ii) establish standards for the development of the Real Estate; and (iii) establish standards for signs on the Real Estate as set forth in the Planned Signage District.
- 4.2 Review by the Plan Commission of any subsequent Development Plans shall be at a public meeting (not public hearing) and such plans shall be approved by the Plan Commission as long as the plans are in general conformance with the standards and specifications set forth in this Centier Commercial PUD Ordinance and the Development Plan accompanying same.
- 4.3 The uses described on **Exhibit C** are prohibited.
- 4.4 There shall be no time limit on the filing of subsequent Development Plans for any area of future development.

SECTION FIVE: Approval. Subject to _____ this Centier Commercial PUD Ordinance shall take effect, and be in full force and effect, from and after its passage and adoption by the Town Council of the Town of Cedar Lake, Lake County, Indiana, and publication/recordation 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
Clerk-Treasurer

EXHIBIT "B"

Centier PUD

Development Plan

by

Boyer Properties, Inc.
9901 Express Drive
Highland, IN 46322

Table of Contents

Centier PUD

Development Plan

<u>Item</u>	<u>Tab</u>
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Site Description	2
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Common Holdings Map	2
Statement of Restrictions and/or Covenants, Maintenance, Preservation, and Development Incentives or Credits	2
Written Commitments	2
Proposed Findings of Fact	2
Plans (Site Plan, Landscape Plan, Subdivision Plat)	3
Planned Signage District	4

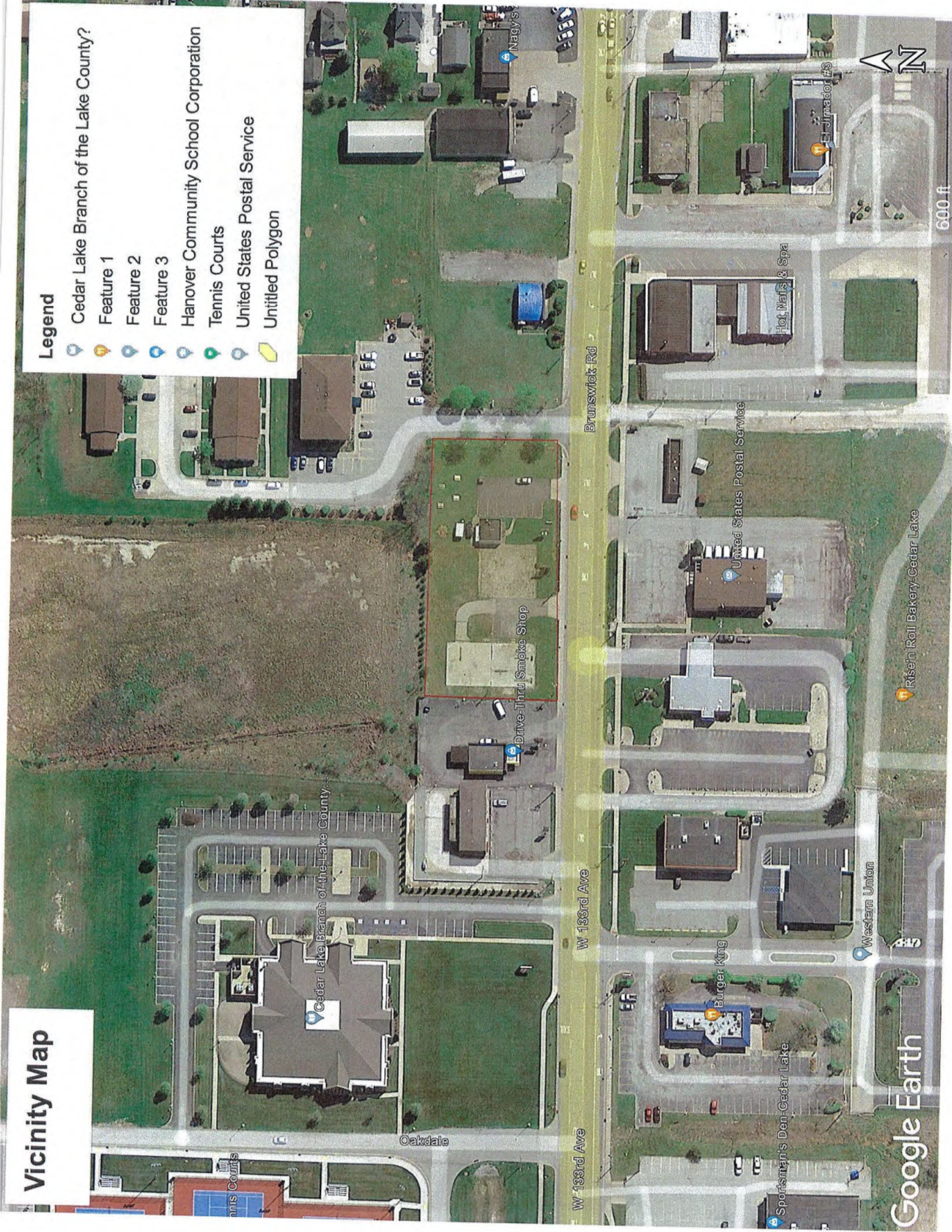
The information presented in text and drawing form within this Primary Development Plan are intended to address the requirements of Chapter 9 of the Town of Cedar Lake Zoning Ordinance.

TAB 1

Vicinity Map

Legend

- Cedar Lake Branch of the Lake County?
- Feature 1
- Feature 2
- Feature 3
- Hanover Community School Corporation
- Tennis Courts
- United States Postal Service
- Untitled Polygon



TAB 2

Centier PUD

Development Plan

Introduction:

Centier PUD is proposed to be a commercial development on 0.90 +/- acres located on the north side of W. 133rd Avenue and West of Parrish Avenue, developed by Boyer Properties, Inc. ("Developer"). The proposed development is to include two (2) lots.

The initial phase of development is planned for Lot 1 with all necessary site improvements to make each lot fully functional. Lot 1 is to include a 1,902 square foot bank branch with two (2) drive up teller lanes and a drive up ATM lane.

Future development is anticipated to include a future retail building on Lot 2 of approximately 2,800 square feet as depicted on the Proposed Site Plan found under Tab 3 – Plans, below.

The following items are included in the Centier PUD that would otherwise be variances to the Town of Cedar Lake Zoning Ordinance.

- A. Reduction of front yard setback to 30 feet from 50 feet.
- B. Parking in front yard setback.
- C. Reduction in side yard setback to 6 feet.
- D. Reduction in rear yard setback to 7.5 feet.

Site Description:

The subject property is an assemblage of two (2) individual parcels comprising a total of 0.90 +/- acres. Currently the site has one (1) existing 635 square foot structure, an existing building foundation, and two (2) existing paved parking areas with two (2) separate driveways to W. 133rd Avenue. The property is relatively flat and free of trees and shrubbery.

Common Holdings Map:

A Common Holdings Map is not applicable as Boyer Properties, Inc., applicant, for Centier PUD, does not own any adjoining parcels.

Statement of Protective Restrictions and/or Covenants, Maintenance, Preservation, and Development Incentives or Credits:

The applicable standards, restrictions, and/or covenants are set out in the Centier PUD Ordinance; no separate restrictions and/or covenants are proposed. All on-site improvements not dedicated to and accepted by the Town of Cedar Lake for maintenance shall be maintained by the owner. All utilities located within Lots 1 and 2 will be privately maintained. This

redevelopment site warrants no unique preservation. No development incentives or credits apply to the Centier PUD.

Written Commitments:

The applicable standards and restrictions are set out in the Centier PUD Ordinance; no separate written commitments are proposed.

Proposed Findings of Fact:

The Plan Commission may recommend approval of the establishment of the Centier PUD upon finding that:

- 1) The uses proposed will not be detrimental to present and potential surrounding uses, but will have a beneficial effect which could not be achieved under any other Zoning district;
- 2) Any amendment to the requirements of this Zoning District is warranted by the design and amenities incorporated in the Development Plan;
- 3) Land surrounding the proposed development either can be planned in coordination with the proposed development, or will be compatible in use;
- 4) The proposed change to a Planned Unit Development (PUD) Zoning District is in conformance with the general intent of the Comprehensive Master Plan;
- 5) Existing and proposed streets are suitable and adequate to carry anticipated traffic within the proposed Zoning District, and within the vicinity of the proposed Zoning District;
- 6) Existing and proposed utility services are adequate for the proposed development;
- 7) Each phase of the proposed development, as it is proposed to be completed, contains the required parking spaces, landscaping, and utility areas necessary for creating and sustaining a desirable and stable environment; and
- 8) The proposed Planned Unit Development (PUD) Zoning District, and all proposed buildings, parking spaces, landscape, and utility areas are anticipated to be completed by December 31, 2023.

TAB 3

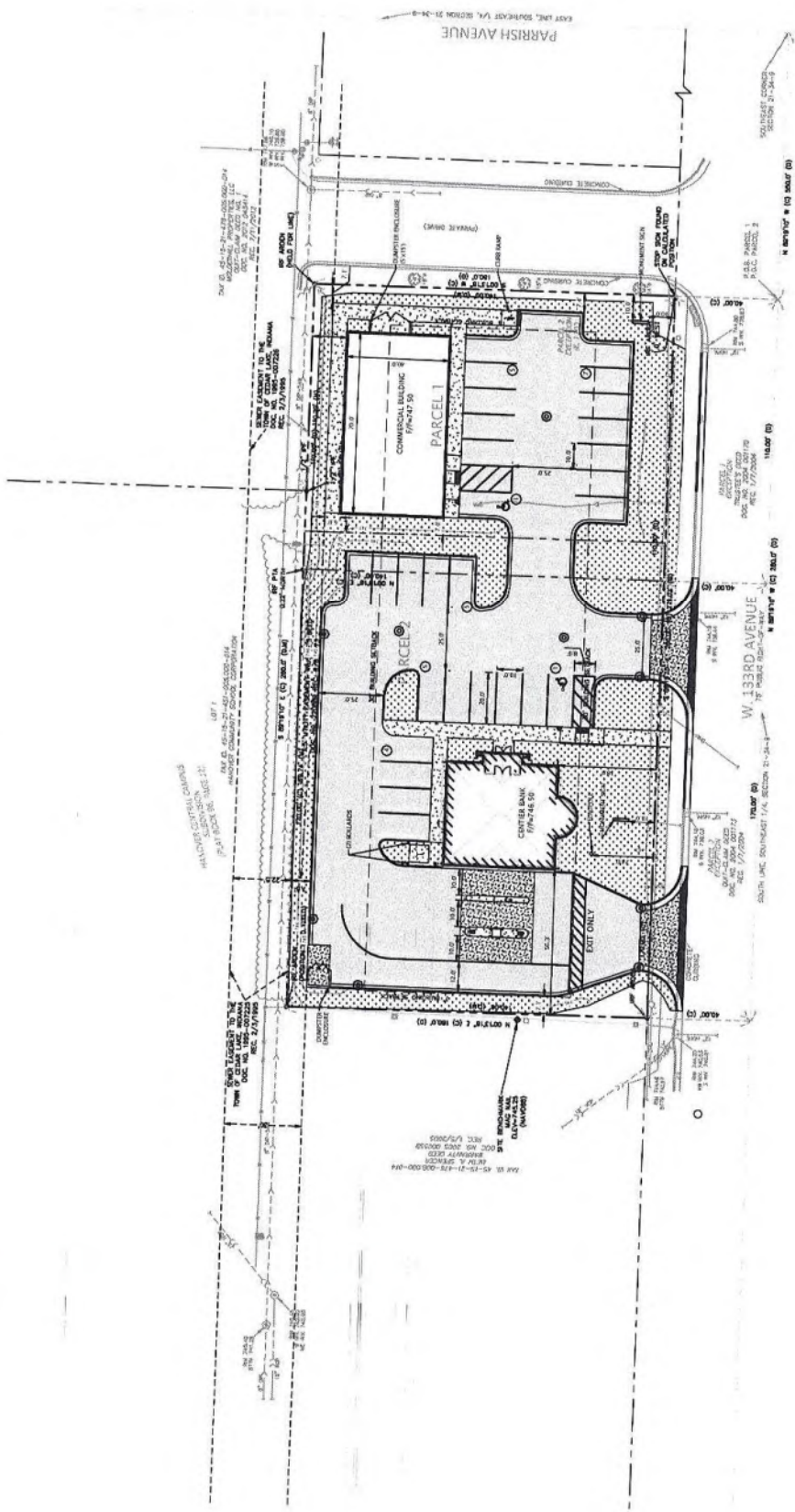
DATE	REVISIONS AND NOTES

NOTES

1. UNDOCKING SHALL BE TO FACE OF CURB RAISE SHALL BE BACK OF CURB RAISE (CONCRETE NOTED)

LEGEND

	CONCRETE SIDEWALK		ASPHALT PAVEMENT
	CONCRETE WALKWAY		4' WIDE SIDEWALK & CONCRETE LANDSCAPING
	CONCRETE CONSTRUCTION JOINT		6' WIDE SIDEWALK
	CONCRETE CONSTRUCTION JOINT		EXPANSION JOINT



DATE: 05-15-21
 BY: J. J. JENSEN
 CHECKED: J. J. JENSEN
 SCALE: 1/8" = 1'-0"

- EXISTING TREE
- PROPOSED SHADE TREE
- PROPOSED ORNAMENTAL TREE
- PROPOSED LARGE SHRUB
- PROPOSED MEDIUM SHRUB
- PROPOSED EVERGREEN SHRUB
- PROPOSED LOW SHRUB
- PROPOSED ORNAMENTAL GRASS
- PROPOSED PERENNIAL PLANTING
- SEEDING LAWN



PROJECT TEAM

PROJECT NAME

Candler Bank &
Retail Development

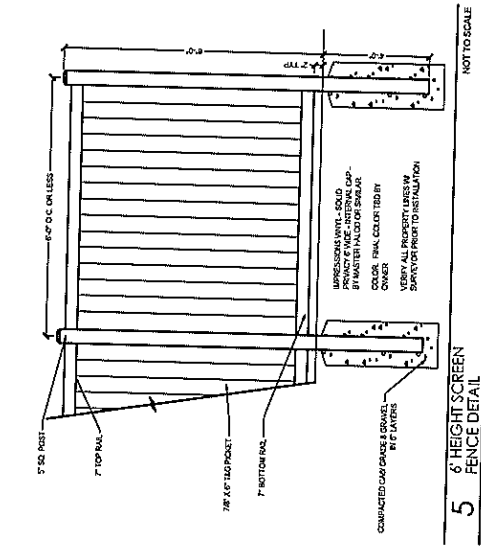
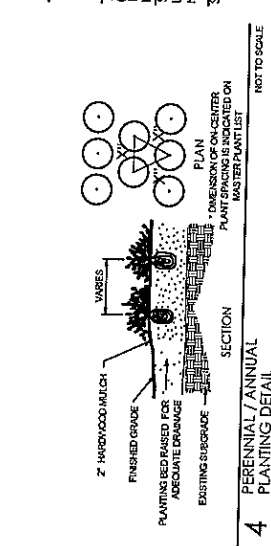
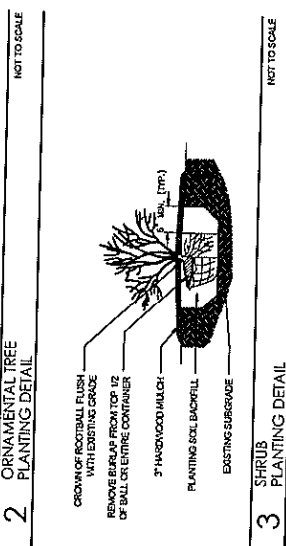
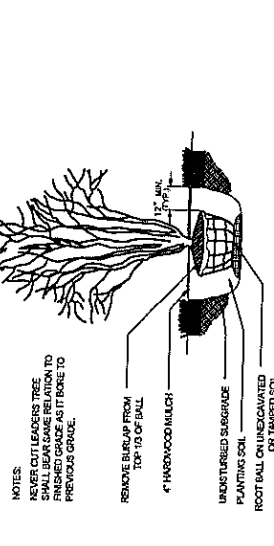
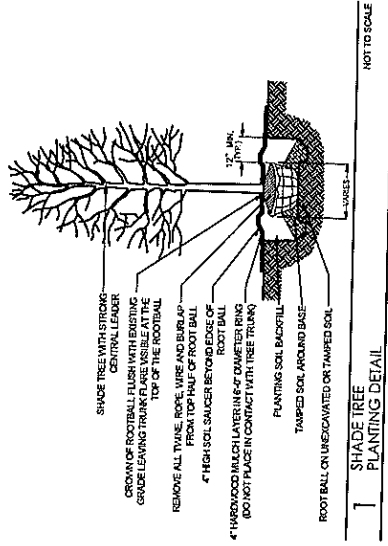
Cedar Lake, IN

DRAWING ISSUED
NO. TITLE DATE
1. Issues for Permit 04/11/2023

SHEET TYPE
LANDSCAPE PLANS

PROJECT NUMBER
2304008

DATE
04-10-2023
DRAWN BY: JCG
CHECKED BY: JCG
SHEET TITLE
LANDSCAPE DETAILS &
NOTES
SHEET NUMBER
L.3



LANDSCAPE NOTES

1. CONTRACTOR SHALL OBTAIN ALL NECESSARY LOCAL PERMITS AND PERMISSIONS TO INSTALL THE PROPOSED IMPROVEMENTS.
2. ALL LANDSCAPE MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE TOWN OF CEDAR LAKE LANDSCAPING CODES AND ZONING ORDINANCES.
3. PRIOR TO COMMENCING ANY WORK, CONTRACTOR SHALL HAVE DIGGERS HOTLINE LOCATE AND MARK ALL UNDERGROUND UTILITY FACILITIES AND LINES.
4. ALL PLANT MATERIALS (EXCEPT FOR GROUNDCOVER, ANNUALS, AND PERENNIALS) SHALL BE BALLED AND BURLAPPED TO MEET THE STANDARDS OF THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARD FOR NURSERY PRACTICES. ALL PLANT MATERIALS MUST BE SUPPLIED WITHIN A 150 MILE RADIUS OF PROJECT SITE. CONTRACTOR SHALL SUBSTITUTE CONTAINER STOCK FOR SHRUBS IF SIZES ARE EQUAL TO SPECIFIED B&B STOCK, WITH THE APPROVAL OF THE LANDSCAPE ARCHITECT.
5. IF SPECIFIED PLANTS ARE NOT AVAILABLE AT THE TIME OF ORDERING, PLANTS WITH SIMILAR WHOLESALE VALUE AND LANDSCAPE CHARACTERISTICS MAY BE SUBSTITUTED UPON THE APPROVAL OF THE LANDSCAPE ARCHITECT AND VILLAGE STAFF.
6. SOIL IN GROUNDCOVER BEDS SHALL BE AMENDED USING 2 INCHES OF MUSHROOM COMPOST INCORPORATED INTO THE TOP 4 INCHES OF SOIL.
7. DISTURBED AREAS TO RECEIVE GRASS SHALL BE TILLED TO 6\"/>
8. TREE AND SHRUB BACKFILL MIXTURE SHALL BE 2 PARTS EXIST. NATIVE TOPSOIL AND 4 PART SPAGNUM PEAT MOSS W/ DECOMPOSED MANURE.
9. ALL SHRUB BEDS AND INDIVIDUAL TREE PLANTINGS, UNLESS OTHERWISE NOTED, SHALL RECEIVE A 4 INCH LAYER OF SHREDDED HARDWOOD MULCH. ALL GROUNDCOVER, ANNUALS, AND PERENNIAL BEDS SHALL RECEIVE A 2 INCH LAYER OF THE SAME MULCH MATERIAL. COSTS FOR MULCH SHALL BE CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE COST OF PLANTINGS.
10. THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE OWNER A BIDDER WITHIN ONE-YEAR WARRANTY AGREEMENT (BEGINNING ON THE OWNER'S POSSESSION DATE) THAT THE CONTRACTOR SHALL COVER MAINTENANCE, REPAIR, AND REPLACEMENT OF ALL DEAD OR DAMAGED LANDSCAPING TO PRESERVE THE SAME QUANTITY AND QUALITY AS INITIALLY APPROVED.
11. CONTRACTOR SHALL PROVIDE A SEPARATE ESTIMATE FOR AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM FOR COMPLETE EFFECTIVE COVERAGE OF ALL LAWN AREAS AND SHRUB BEDS. PERMITS PRIOR TO CONSTRUCTION SHALL BE OBTAINED FROM THE TOWN OF CEDAR LAKE. IRRIGATION PLANS SHALL INCLUDE HUNTER PRO-C CONTROLLER, WIRELESS SOLAR SYNC STATION, 1/2\"/>
12. SEEDED LAWN AREAS SHALL BE BID WITH A BID TO ALTERNATE 100% HYDROSEEDED LAWN. PRIOR TO SEEDING, 2\"/>
13. TREES AND SHRUBS SHALL NOT BE LOCATED CLOSER THAN TEN (10) FEET TO FIRE HYDRANTS. TO THESE PROX OR OTHER ABOVE GROUND UTILITIES. ANY DISCREPANCY ON THE PLAN RELATED TO THESE PROX SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR RESOLUTION.

VILLAGE LANDSCAPE REQUIREMENT CALCULATIONS			
DESCRIPTION	REQUIREMENT	AREA CALC.	PROPOSED
TOTAL SITE		34,000 SQ. FT.	
TOTAL BUILDINGS		4,702 SQ. FT.	
TOTAL PARKING	SQUARE FOOTAGE OF PARKING AREA / VEHICLE USE AREA	18,177 SQ. FT.	
PARKING LANDSCAPE	LANDSCAPE ISLANDS WITH SURFACE AREA EQUAL TO FIVE TIMES THE AREA OF THE PAVED SURFACE. SHALL BE PROVIDED IN ALL PARKING LOTS.	38,906 * .05 = 1,945 S.F.	2,004 S.F. PROPOSED
PARKING SCREENING	A MINIMUM OF ONE (1) DECIDUOUS TREE SHALL BE PROVIDED FOR TWO (2) LOTS. ... OF UNDESIGNED AREA REQUIRED, ... AND ...	1,940 S.F. / 200 S.F. = 10	10 TREES

[illegible]

PARCEL 2 (NE 1/4 DOC. NO. 43/487 & 2004 001173)

[illegible]

CONCRETE - 21

KNOWLEDGE [DOMAIN] _____ IS _____
[POINT TO MAP]

PRINTED NAME _____
 LAST PUBLIC _____
 COUNTY _____
 COUNTY _____
 MAILING ADDRESS _____

BY THE AUTHORITY PROVIDED BY MINNA CODE 26-4-702 (SEC. 702-709), AS AMENDED FROM TIME TO TIME, I, THE CLERK OF THE BOARD OF SUPERVISORS OF THE TOWN OF CEDAR LAKE, WISCONSIN, HEREBY CERTIFY THAT THIS PAGE WAS APPROVED BY THE TOWN OF CEDAR LAKE AS FOLLOWS:

PROVIDED BY THE CEDAR LAKE PLAN COMMISSION AT A MEETING HELD THIS _____ DAY OF _____, 2024.

CLERK

1. ☐ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐ 11. ☐ 12. ☐ 13. ☐ 14. ☐ 15. ☐ 16. ☐ 17. ☐ 18. ☐ 19. ☐ 20. ☐ 21. ☐ 22. ☐ 23. ☐ 24. ☐ 25. ☐ 26. ☐ 27. ☐ 28. ☐ 29. ☐ 30. ☐ 31. ☐ 32. ☐ 33. ☐ 34. ☐ 35. ☐ 36. ☐ 37. ☐ 38. ☐ 39. ☐ 40. ☐ 41. ☐ 42. ☐ 43. ☐ 44. ☐ 45. ☐ 46. ☐ 47. ☐ 48. ☐ 49. ☐ 50. ☐ 51. ☐ 52. ☐ 53. ☐ 54. ☐ 55. ☐ 56. ☐ 57. ☐ 58. ☐ 59. ☐ 60. ☐ 61. ☐ 62. ☐ 63. ☐ 64. ☐ 65. ☐ 66. ☐ 67. ☐ 68. ☐ 69. ☐ 70. ☐ 71. ☐ 72. ☐ 73. ☐ 74. ☐ 75. ☐ 76. ☐ 77. ☐ 78. ☐ 79. ☐ 80. ☐ 81. ☐ 82. ☐ 83. ☐ 84. ☐ 85. ☐ 86. ☐ 87. ☐ 88. ☐ 89. ☐ 90. ☐ 91. ☐ 92. ☐ 93. ☐ 94. ☐ 95. ☐ 96. ☐ 97. ☐ 98. ☐ 99. ☐ 100. ☐ 101. ☐ 102. ☐ 103. ☐ 104. ☐ 105. ☐ 106. ☐ 107. ☐ 108. ☐ 109. ☐ 110. ☐ 111. ☐ 112. ☐ 113. ☐ 114. ☐ 115. ☐ 116. ☐ 117. ☐ 118. ☐ 119. ☐ 120. ☐ 121. ☐ 122. ☐ 123. ☐ 124. ☐ 125. ☐ 126. ☐ 127. ☐ 128. ☐ 129. ☐ 130. ☐ 131. ☐ 132. ☐ 133. ☐ 134. ☐ 135. ☐ 136. ☐ 137. ☐ 138. ☐ 139. ☐ 140. ☐ 141. ☐ 142. ☐ 143. ☐ 144. ☐ 145. ☐ 146. ☐ 147. ☐ 148. ☐ 149. ☐ 150. ☐ 151. ☐ 152. ☐ 153. ☐ 154. ☐ 155. ☐ 156. ☐ 157. ☐ 158. ☐ 159. ☐ 160. ☐ 161. ☐ 162. ☐ 163. ☐ 164. ☐ 165. ☐ 166. ☐ 167. ☐ 168. ☐ 169. ☐ 170. ☐ 171. ☐ 172. ☐ 173. ☐ 174. ☐ 175. ☐ 176. ☐ 177. ☐ 178. ☐ 179. ☐ 180. ☐ 181. ☐ 182. ☐ 183. ☐ 184. ☐ 185. ☐ 186. ☐ 187. ☐ 188. ☐ 189. ☐ 190. ☐ 191. ☐ 192. ☐ 193. ☐ 194. ☐ 195. ☐ 196. ☐ 197. ☐ 198. ☐ 199. ☐ 200. ☐ 201. ☐ 202. ☐ 203. ☐ 204. ☐ 205. ☐ 206. ☐ 207. ☐ 208. ☐ 209. ☐ 210. ☐ 211. ☐ 212. ☐ 213. ☐ 214. ☐ 215. ☐ 216. ☐ 217. ☐ 218. ☐ 219. ☐ 220. ☐ 221. ☐ 222. ☐ 223. ☐ 224. ☐ 225. ☐ 226. ☐ 227. ☐ 228. ☐ 229. ☐ 230. ☐ 231. ☐ 232. ☐ 233. ☐ 234. ☐ 235. ☐ 236. ☐ 237. ☐ 238. ☐ 239. ☐ 240. ☐ 241. ☐ 242. ☐ 243. ☐ 244. ☐ 245. ☐ 246. ☐ 247. ☐ 248. ☐ 249. ☐ 250. ☐ 251. ☐ 252. ☐ 253. ☐ 254. ☐ 255. ☐ 256. ☐ 257. ☐ 258. ☐ 259. ☐ 260. ☐ 261. ☐ 262. ☐ 263. ☐ 264. ☐ 265. ☐ 266. ☐ 267. ☐ 268. ☐ 269. ☐ 270. ☐ 271. ☐ 272. ☐ 273. ☐ 274. ☐ 275. ☐ 276. ☐ 277. ☐ 278. ☐ 279. ☐ 280. ☐ 281. ☐ 282. ☐ 283. ☐ 284. ☐ 285. ☐ 286. ☐ 287. ☐ 288. ☐ 289. ☐ 290. ☐ 291. ☐ 292. ☐ 293. ☐ 294. ☐ 295. ☐ 296. ☐ 297. ☐ 298. ☐ 299. ☐ 300. ☐ 301. ☐ 302. ☐ 303. ☐ 304. ☐ 305. ☐ 306. ☐ 307. ☐ 308. ☐ 309. ☐ 310. ☐ 311. ☐ 312. ☐ 313. ☐ 314. ☐ 315. ☐ 316. ☐ 317. ☐ 318. ☐ 319. ☐ 320. ☐ 321. ☐ 322. ☐ 323. ☐ 324. ☐ 325. ☐ 326. ☐ 327. ☐ 328. ☐ 329. ☐ 330. ☐ 331. ☐ 332. ☐ 333. ☐ 334. ☐ 335. ☐ 336. ☐ 337. ☐ 338. ☐ 339. ☐ 340. ☐ 341. ☐ 342. ☐ 343. ☐ 344. ☐ 345. ☐ 346. ☐ 347. ☐ 348. ☐ 349. ☐ 350. ☐ 351. ☐ 352. ☐ 353. ☐ 354. ☐ 355. ☐ 356. ☐ 357. ☐ 358. ☐ 359. ☐ 360. ☐ 361. ☐ 362. ☐ 363. ☐ 364. ☐ 365. ☐ 366. ☐ 367. ☐ 368. ☐ 369. ☐ 370. <

DATE:	
REVISIONS AND NOTES:	

[illegible]

THE LOCATION OF SUBJECT MATTER INTO PUBLIC AREAS OR WHICH IS RIGHT TO USE AND THAT SUCH ENGINEERING SERVICES RELIEVED OF DAMAGE TO THE ADJOINING PROPERTY LOCATION OF THE SUBDIVISION."

ENGINEER LICENSE NO. 910042

00000006

[illegible]

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Journal compilation © 1997 Blackwell Science Ltd

...SINCE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE NATURE AND CHARACTER OF THE WATERS WILL NOT BE CHANGED BY THE PROPOSED CONSTRUCTION OF SUCH SURFACE DRAINAGE AND THE PROPOSED MAINTENANCE OF THE

BEFORE THAT I AM A PROFESSIONAL LAND SURVEYOR.

[illegible][illegible]

IN COMMISSION CERTIFICATE

UNIT OF INDIANA

BEFORE ME, the undersigned authority, on this _____ day of _____, 200____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed. I have signed this certificate of acknowledgment in the presence of _____, a Notary Public in and for the State of Indiana, this day _____, 200____.

WITNESS MY HAND AND SEAL OF OFFICE, this _____ day of _____, 200____.

NOTARY PUBLIC

COMMISSION EXPIRES _____

PRINTED NAME _____

SECRETARY _____

SETBACKS:

- 15' FRONT YARD SETBACK
- 7.5' REAR YARD SETBACKS
- 8' SIDE YARD SETBACKS

N.E.C. = BUILDING SETBACK LINE

TAB 4

Centier PUD

Planned Signage District

Design Intent:

Signage is an integral and important component of the overall design theme for Centier PUD. It is imperative to the success of the development that the signage is consistent with the criteria described herein so as to relate to the vision established by the Developer and Town of Cedar Lake. Signage criteria are intended to control the size and location of signs in order to keep them in scale with adjacent buildings and surrounding developments.

The purpose of this Planned Signage District is to provide uniform style for all freestanding (monument and pylon) signs, building mounted signs, and window signs and shall include the criteria and specifications for general appearance, format of message, font size and style, light, location, construction materials, sign proportion, and number of signs.

The Tenant or Owner's sign design and specifications shall be submitted to the Landlord or Developer and the Town of Cedar Lake as outlined below. Any installed signs that have not been approved and/or do not conform to the terms of this Planned Signage District shall immediately be removed and/or revised to meet these requirements at the Tenant's or Owner's expense. Any deviations from the requirements of this Planned Signage District shall require specific approval from Landlord or Developer and the Town of Cedar Lake Planning Commission at a public meeting (not public hearing).

General Requirements:

All signage is to be of the highest quality construction and must be manufactured using approved non-combustible materials. Shop fabrication and painting is required. All signs must be of new construction. Reused, renovated, and remodeled signs shall not be permitted. All attachments, labels, fasteners, mounting brackets, wiring, clips, transformers, disconnects, lamps, and other mechanisms required for the signage shall be concealed from view and shall be designed to prevent light from leaking out around the perimeter of the sign.

All wall signs shall be composed of individually illuminated or backlit letters with the exception of logos. Letter face is to be colored translucent Plexiglass or equal. Letter return and trim shall be of a contrasting color from the letter face. Returns and trim shall be prefinished aluminum or shop painted aluminum. The following are acceptable sign types: cut metal letterforms, pin-mounted metal or glass logotypes, porcelain enamel sign faces, stencil cut metal, and metal channel letters with or without raceways (unless required by Landlord or Developer). The Landlord or Developer shall review and approve the use of banners, blade signs, window

graphics, and awning signage on a per tenant basis as supplemental to the wall signage authorized by this Planned Signage District. No acrylic or plastic box signs shall be allowed. Exterior signs shall be watertight and comply with all governing electrical code. Neither the sign manufacturer's name nor logo shall be displayed on or near the sign.

The Tenant's or Owner's sign(s) shall be limited to the Tenant's or Owner's corporate or official trade name as stated in the Lease. The style or font of lettering shall be limited to one, except for logos or trademark designs. The use of a corporate logo, symbols, trademarks, or other established corporate insignia are prohibited unless specifically approved in writing by the landlord on an individual basis. The names of the business, products, or services provided shall be allowed.

All signs shall bear the U.L. label and their installation shall comply with all governing building and electrical codes, and the criteria set forth in the Planned Signage District and the Sign Regulations of the Town of Cedar Lake. If there are any conflicts with the Town of Cedar Lake Sign Regulations and these criteria, the provisions of this Planned Signage District shall control.

Electrical service to all Tenant signs shall be on Tenant's meter.

Sign illumination shall be controlled by a photocell and seven-day/24 hour time clock located in the rear of the Premises, or a sign management system such as the Profile System. Tenant or Owner shall set time clock to have signs on from dusk to a minimum of 2 hours after closing time.

Each Tenant or Owner shall install its exterior sign on the sign band of the building in accordance with the following criteria:

1. Tenant or Owner shall provide Landlord or Developer with Architectural drawings of the proposed sign(s) for their unit as well as the linear frontage of their storefront.
2. Tenant or Owner shall obtain Landlord's or Developer's approval as set forth below prior to making application with the Town of Cedar Lake for any permits or governmental approvals.
3. Tenant or Owner shall be responsible for the fulfillment of all requirements and specifications.
4. Tenant or Owner shall be responsible for the operations of its sign contractor.
5. All penetrations of the building structure by the sign contractor, required for sign installation, shall be sealed in watertight condition and shall be patched to match adjacent finish. The sign contractor shall leave the Premises free of debris after installation.
6. Landlord's or Developer's contractor is authorized to correct all work by Tenants or Owner's sign contractor at the expense of the Tenant or Owner.
7. The Landlord or Developer and the Town of Cedar Lake have sole approval authority for signage. All sign drawings and permits must be submitted to Landlord or Developer and the Town of Cedar Lake for approval prior to manufacture and installation. Tenant or Owner shall immediately correct any deviation from the approved drawing upon Landlord's or Developer's or the Town of Cedar Lake's request. Failure to correct any

deviation within five (5) days of such request may result in corrective action being taken by Landlord or Developer at Tenant's or Owner's expense.

Lot 1 Anchor Tenant

All signage shall be in accordance with the attached Centier Bank Branch signage drawings.

Lot 2 Small Shop Tenants (leasable area less than 5,000 s.f.):

Number of Signs:

One (1) wall sign shall be allowed on front elevation. End cap tenants are allowed a second sign on the end (side) wall.

Wall Sign Area Requirements:

The maximum sign area shall not exceed 1 ½ square feet of sign area per one (1) linear foot of each store frontage. The combined maximum gross sign area for all wall, awning/canopy and permanent window signs per business shall not exceed 1 1/2 square feet of sign area per one (1) linear foot of the unit frontage. In no event shall signage exceed a maximum height of 36" or be less than 24". Sign area shall not exceed 125 square feet. Signs shall be located at least 2 feet from either the center of the Tenant's demising walls or for end tenants, the outside building corner of the facade.

Location:

Signage must be on the sign band area of the building above tenant space facing a public space (i.e. street or parking area).

Height of Wall Signs above Grade:

Wall signs are not allowed to extend above the parapet wall.

Mounting:

Letters are to be aluminum channel letters connected individually to a raceway. Raceways to be furnished and installed by the tenant's sign company. Raceways shall match the adjacent building material color. Raceways shall not exceed a maximum depth of eight inches (8") from the building wall.

Window Sign Placement:

Permanent window signs shall be placed on the interior face of the window and shall not exceed twenty-five percent (25%) of the total window area or 24 square feet, whichever is less. The total window area occupied by all permanent sign and temporary signage shall not exceed fifty (50%) of the total window surface area.

Lot 1 Pylon Sign:

One (1) double-sided pylon sign with an LED programmable message board area shall be permitted. Refer to Sign Elevation drawings attached hereto.

All Tenant or Owner pylon panels to be installed at Tenant's or Owner's expense unless approved in writing by the Developer.

Electric message board area of sign shall not be on between the hours of 11:00 pm and 5:00 am.

Lot 2 Monument Sign:

One (1) double-sided monument sign shall be permitted on each lot. The maximum area of a monument sign shall not exceed 85 square feet. The maximum height of a monument sign shall not exceed (7) feet in height above grade. No monument sign shall be located within 75 feet of another monument sign or pylon sign and shall maintain a setback of at least five (5) feet from any property line.

Ancillary Signs:

Store Hour Signs:

The overall store hour signage may be a maximum of 14 inches high and 10 inches wide. Individual letters and numbers shall be a maximum of 1 inch high. Letters shall be vinyl applied or professionally painted to the inside face of the storefront glass. Store hours shall consist of one color only.

Rear Door Identification:

At rear service doors the Tenant or Owner may apply Tenant's or Owner's name and address to the door if located as directed by Landlord or Developer and in three inch (3") standard block letters.

Address:

Address numbers shall be white vinyl in Arabic numerals four inches (4") high with a one inch (1") stroke, applied to the exterior face of the glass. Address shall be centered directly above Tenant door. The outline perimeter of all numbers shall be defined by the shape of the number; no background field shall be permitted.

Directional Signs

Directional signs identifying drive thru lanes, parking areas, and interior traffic movement shall be permitted.

Interior Signs:

Floor signs, interior hanging signs, etc., primarily visible from outside the Tenant's or Owner's space and not separated from the window by a customer way within the space, but within the Tenant's or Owner's lease line in its storefront must receive prior Landlord or Developer approval. Signs advertising the sale of alcohol shall be set back a minimum of 5'-0" from the storefront wall.

Temporary Signs:

Temporary signs shall be allowed in compliance with the Town of Cedar Lake Zoning Ordinance Sign Regulations as outlined in Chapter 16, Section G, Temporary Signs.

Except as provided herein, no advertising placards, banners, pennants, "Grand Opening", "Now Open", names, insignias, trademarks, or other descriptive materials shall be affixed or maintained upon the glass panes and supports of the store windows and doors, or upon the exterior walls of building or storefront without prior written approval from Landlord or Developer which may regulate the type of temporary sign and authorize the duration of the display of the temporary sign beyond seven (7) days and obtaining a permit from the Town of Cedar Lake as may be required. If such signage requires attachment to exterior walls or roof construction, the means of attachment must also be approved in writing by the Landlord or Developer.

"For Sale" and "For Lease" freestanding non-illuminated temporary signs shall be permitted on each outlot and each future building site as depicted on the Primary Development Plan. Such signs shall not exceed six feet (6'-0") in height and thirty-two (32) square feet in area per face with a maximum of two (2) faces.

Landlord may install "For Lease" graphic window signs on individual vacant tenant spaces. The size, window coverage, and design of such "For Lease" graphic window signs may cover the total window surface area.

Drive-In Merchandising:

One (1) informational sign (menu, pricing, etc.) shall be permitted per order station, not to exceed thirty (30) square feet and six feet (6'-0") in height, and may include one accessory board not to exceed eighteen (18) square feet in area and six feet (6'-0") in height. Electronic message boards that only display material necessary to the operation of the business may be incorporated within such sign, provided that the display surface of such board is mounted flush with the face of the sign as a whole.

Prohibited Signs:

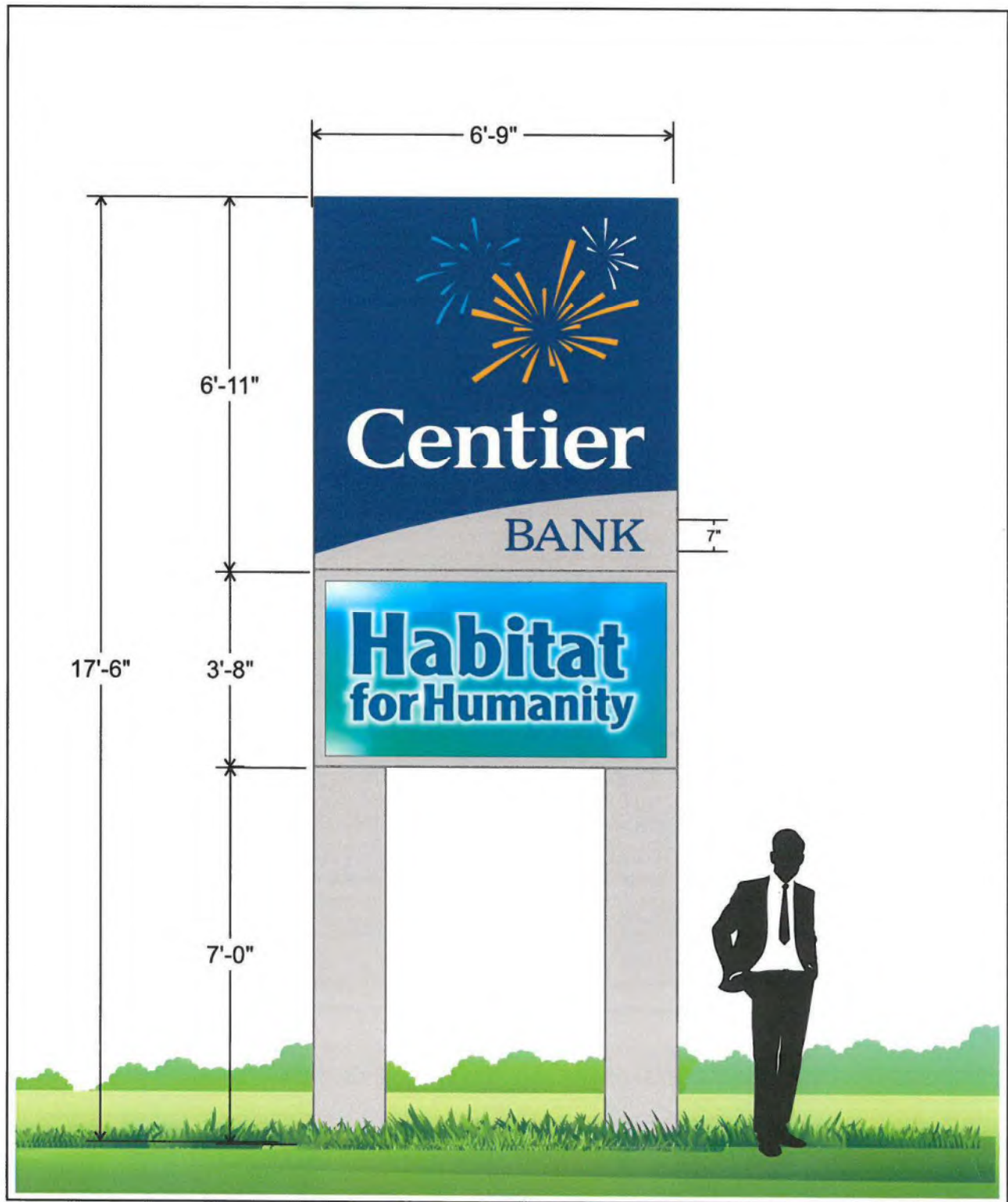
1. Neon or LED tube lighting in or on windows
2. Inflatable signs
3. Exposed electrical wiring signs
4. Fluttering, rotating, or other moving parts signs
5. Flashing or intermittent light signs except programmable LED signs are permitted
6. Signs that emit smells or sounds
7. Box signs
8. Sandwich board or easel signs
9. Right of way or common area advertising signs or feather banners
10. No Tenant or Owner shall maintain any sign not located on their leased or owned premise unless specifically approved in writing by Landlord or Developer and, if applicable, the Town of Cedar Lake.

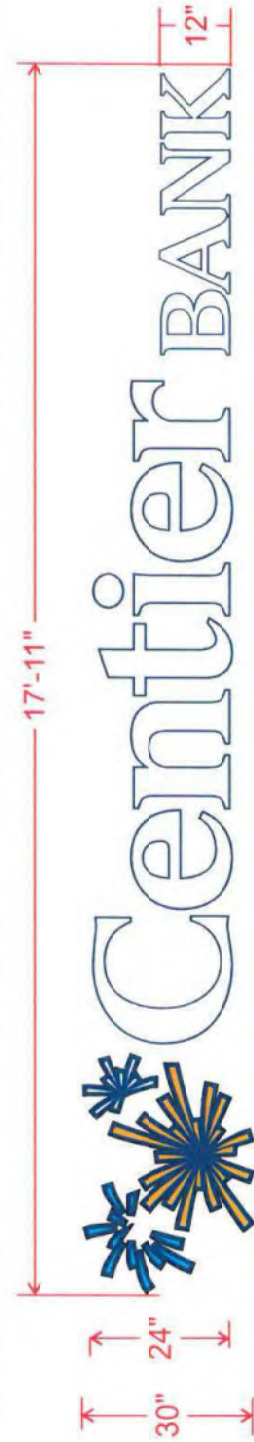
Sign Approval:

Approval of Landlord or Developer and the Town of Cedar Lake shall be required prior to the installation of any sign. Approval of the Tenant or Owner sign shop drawing and its design by the Landlord or Developer does not constitute approval by the Town of Cedar Lake. To obtain Landlord's or Developer's approval, Tenant or Owner shall submit one (1) set of bound shop drawings for review and approval by the Landlord or Developer. Sign shop drawings shall clearly indicate:

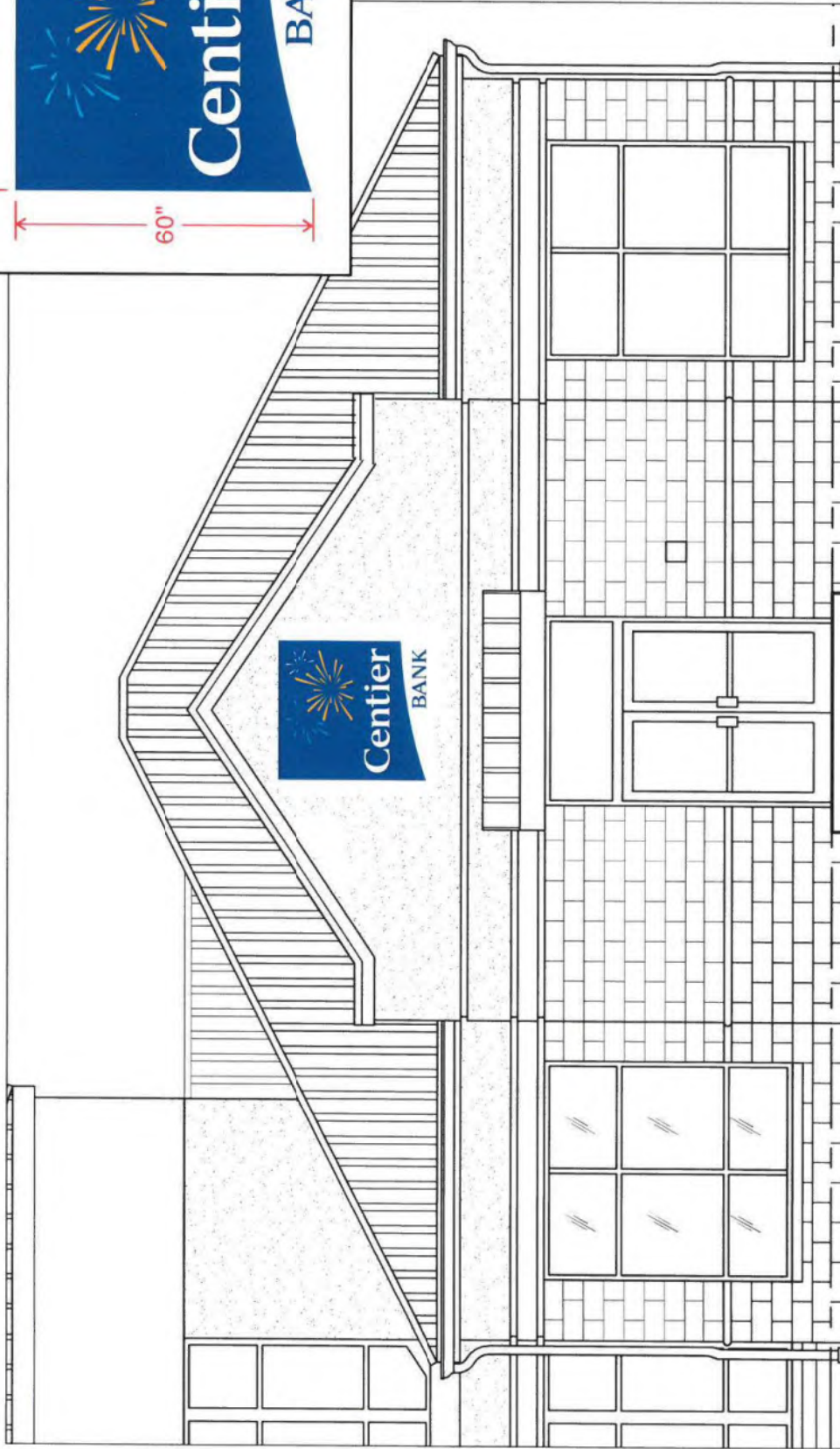
1. The location and size of all signs on the façade (minimum 1/8" = 1'-0")
2. Provide a section(s) through the sign
3. Identify the materials and construction
4. Provide complete information on installation
5. Provide the location and size of all penetrations for conduit sleeves and supports
6. Shall indicate all construction and attachments.

Fabrication or installation of the Tenant's or Owner's signage shall not commence before obtaining the Landlord's or Developer's approval for the sign shop drawings. Upon receipt of the Landlord's or Developer's approval, the Tenant or Owner's sign company shall make application for and obtain sign and electrical permits as may be required by the Town of Cedar Lake prior to installation of any sign.

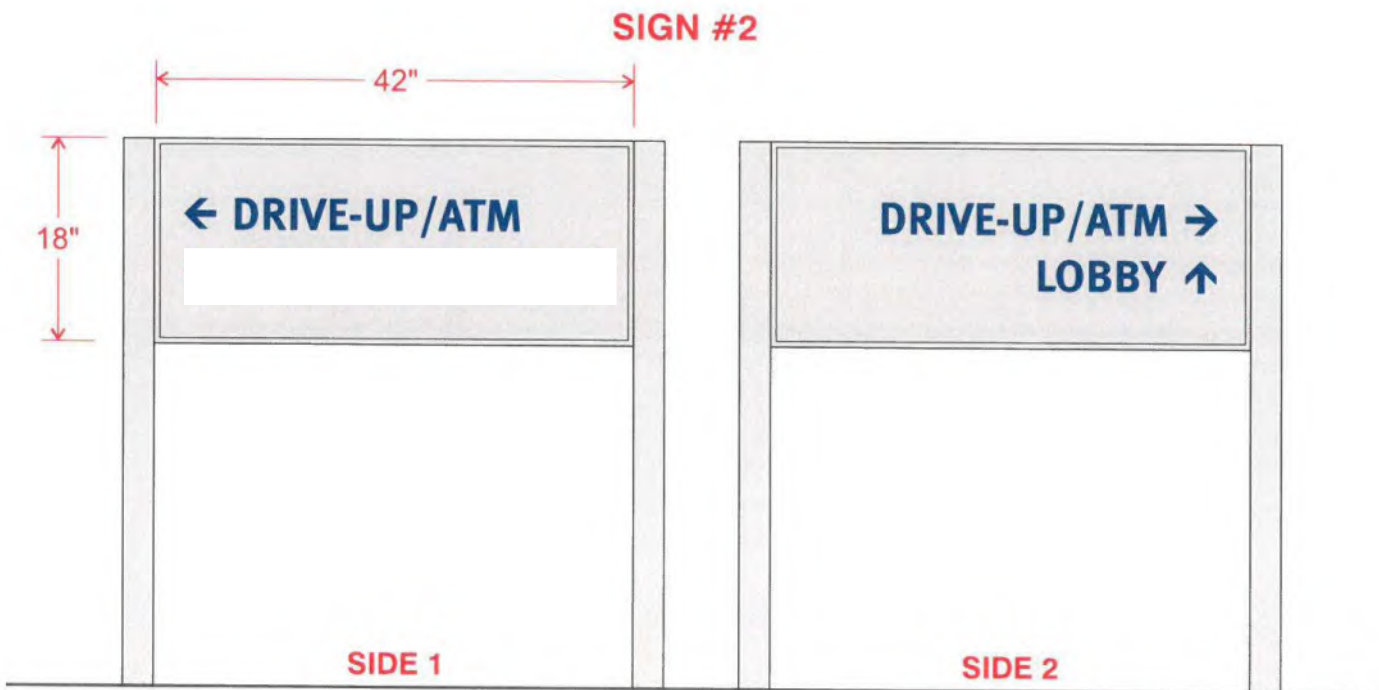
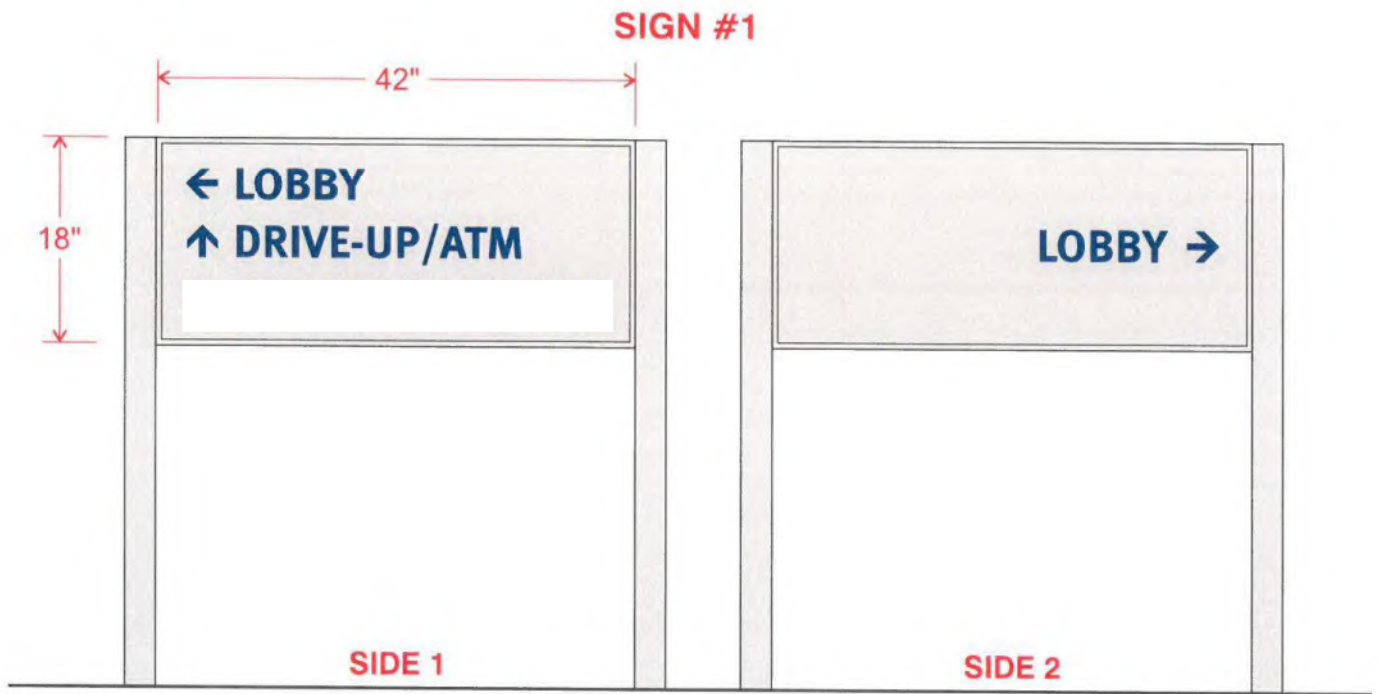




- PMS 2985 Lt Blue
- PMS 137 Yellow
- White
- PMS 288 Blue



- PMS 2985 Lt Blue
- PMS 137 Yellow
- White
- PMS 288 Blue



 3M Sapphire Blue
Opaque Vinyl

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

CEDAR LAKE PLAN COMMISSION CERTIFICATION

TO: CEDAR LAKE TOWN COUNCIL RE: HOWARD J. & SUSAN L. SKORKA
TOWN OF CEDAR LAKE, BOYER CONSTRUCTION GROUP CORP
LAKE COUNTY, INDIANA PLANNED UNIT DEVELOPMENT REZONE

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 Owners, **Howard J. & Susan L. Skorka**, and Petitioner, **Boyer Construction Group Corp.**, for the **Zone Map Amendment** being sought from Zoning Ordinance No. 1402, from the current zoning of said property, Chapter 7.1 (B-1) Neighborhood Business Zoning District and Chapter 7.3 (B-3) General Business Zoning District, to Chapter 9 Planned Unit Development (PUD) Zoning District Classification for the Property located in the vicinity of 9720 West 133rd Avenue, Cedar Lake, Indiana 46303, Lake County, Indiana, and legally described as:

THE EAST 110 FEET OF THE FOLLOWING DESCRIBED PARCEL: PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF THE SOUTH LINE OF SECTION 21, WHICH IS 550 WEST OF THE SOUTHEAST CORNER OF SAID SECTION 21, THENCE WESTERLY, ALONG SAID SOUTH LINE, 280 FEET; THENCE NORTH PARALLEL WITH EAST LINE OF SAID SECTION, 180 FEET; THENCE EASTERLY PARALLEL WITH SAID SOUTH LINE, 280 FEET; THENCE SOUTHERLY 180 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING, EXCEPT THE SOUTH 40 FEET THEREOF DESCRIBED TO THE TOWN OF CEDAR LAKE, INDIANA IN DOCUMENT NUMBER 2004 001170, RECORDED ON JANUARY 7, 2004 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF THE SOUTH LINE OF SECTION 21, WHICH IS 550.0 WEST OF THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE WESTERLY, ALONG SAID SOUTH LINE, 280.0 FEET; THENCE NORTH, PARALLEL WITH EAST LINE OF SAID SECTION, 180.0 FEET; THENCE EASTERLY, PARALLEL WITH SAID SOUTH LINE, 280.0 FEET; THENCE SOUTHERLY 180.0 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING, EXCEPTING THE EAST 110 FEET THEREFROM AND EXCEPT THE SOUTH 40 FEET THEREOF CONVEYED TO THE TOWN OF CEDAR LAKE IN DOCUMENT NUMBER 2004 001173, RECORDED ON JANUARY 7, 2004 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

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 19, 2023 and May 17, 2023, upon the following terms and conditions, namely:

1. Conformance to and compliance with the approved Centier Planned Unit Development Agreement and Planned Unit Development Guidelines dated May 17, 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 all 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 April 19, 2023, and May 17, 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, consistent with the rules, regulations, and Ordinance requirements of the Town of Cedar Lake.

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: 1462

AN ORDINANCE GRANTING AMENDMENT TO PUD
PLANNED UNIT DEVELOPMENT DISTRICT

WHEREAS, on the 5th day of July, 2022, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter the “Town Council”) adopted the Lakeview Business Park Final Development Plan (the “Plan”) recorded as Document No. 2022-021389 in the Office of the Recorder of Lake County, Indiana;

WHEREAS, the Town Council has received and reviewed a Petition for PUD Amendment seeking to amend the Plan; and

WHEREAS, the Town Council has agreed to amend the Plan as hereinafter set forth and to ratify and confirm the Plan in all other respects; and

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

SECTION ONE: That the Plan shall be modified as described as follows:

- a. For contiguous lots owned by the same person or entity, the Plan allows a building to be constructed over contiguous property lines;
- b. The Plan allows multiple buildings on one (1) lot, with a setback of twenty (20) feet between the buildings;
- c. The Plan allows a building to contain multiple tenants; and
- d. The Plan relocates the subdivision monument sign from Lot 1 to Lot 16, with the exact location along Wicker Avenue to be approved by the Town Engineer.

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

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

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

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

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

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

RICHARD SHARPE, President

JOHN FOREMAN, Vice-President

ROBERT H. CARNAHAN, Councilmember

JULIE RIVERA, Councilmember

COLLEEN SCHIEBEN, Councilmember

NICK RECUPITO, Councilmember

RALPH MILLER, Councilmember

ATTEST:

JENNIFER SANDBERG, Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

CEDAR LAKE PLAN COMMISSION CERTIFICATION

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

RE: LAKEVIEW PUD AMENDMENT
E3 LLC & CLBD SOUTH LLC
ORDINANCE NO. 1425 AMDNEMENT

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 its FAVORABLE Recommendation to the Cedar Lake Town Council the application of Owner, **E3 LLC**, and Petitioner, **CLBD South LLC**, for the **Planned Unit Development Amendment** being sought from Zoning Ordinance No. 1425, to amend said existing Planned Unit Development Ordinance for the Subdivision commonly known as Lakeview Business Park as recorded in Plat Book 116, Page 01, as Document Number 2022-021371 in , and legally described as follows:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 34 NORHT, RANGE 9 WEST OF THE 2ND P.M., LAKE COUNTY, INDIANA, EXCEPTING THE NORTHWEST CORNER, SAID EXCEPTION DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 883.17 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 34 NORHT, RANGE 9 WEST; THENCE NORTH 444 FEET; THENCE WEST 939.18 FEET; THENCE SOUTH 444 FEET TO THE POINT OF BEGINNING; and

ALSO:

LOT 1 IN BEAR'S DEN ADDITION TO LAKE COUTNY INDIANA, AS RECORDED IN PLAT BOOK 103, PAGE 68, AS DOCUMENTED NUMBER 2009 024557 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

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 consideration of this matter at the public meeting on the application in said public meeting held on May 17, 2023, upon the following terms and conditions, namely:


1. Conformance to and compliance with the approved and amended Lakeview Business Park Planned Unit Development Agreement and Planned Unit Development Guidelines dated May 17, 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 amendment to the Planned Unit Development applied for and set forth in the approved public meeting minutes of the Plan Commission in its May 17, 2023, Public Meetings; the copies of said Plan Commission Public Meeting Minutes are attached hereto and to be 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 the PUD Amendment, including engineering, legal, and all related, as originally approved, and as set forth in Town Ordinance rules and regulations.

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

By: 
John Kiepura, President

ATTEST:


Cheryl Hajduk, Recording Secretary



Loan Center
9204 Columbia Avenue
Munster, Indiana 46321
219.853.7500

May 17, 2023

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

Gentlemen:

Peoples Bank, at the request of our applicant, CLBD South, LLC, has provided its Irrevocable Replacement Standby Letter of Credit No. [REDACTED] ("Credit") in your favor, which is attached hereto, in the amount of Two Hundred Seventeen Thousand Seven Hundred Seventy-Seven Dollars and 62/100 (\$217,777.62), dated May 17, 2023 in your favor. This will certify that Paul Rodriguez, VP, Business Banker, is authorized to provide and execute the attached Credit, that the signature appearing on said Credit is authentic, and that the Bank has complied with all banking laws and requirements and other laws in connection with the issuance of such Credit. Upon receipt of the Credit, please return the original Letter of Credit No. [REDACTED] to us.

Sincerely,

[REDACTED]
Gregory Bracco, SVP
Chief Business Banking Officer

Attachment: Letter of Credit No. [REDACTED]

GB/ns



Loan Center
9204 Columbia Avenue
Munster, Indiana 46321
219.853.7500

IRREVOCABLE REPLACEMENT STANDBY LETTER OF CREDIT

ISSUER'S NAME & ADDRESS:

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

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

APPLICANT:

CLBD South, LLC
14520 Wicker Avenue
Cedar Lake, IN 46303

BENEFICIARY:

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

**Irrevocable Replacement Standby Letter
of Credit No. [REDACTED]**

Total Amount: \$217,777.62
(maximum aggregate amount)

Issuance Date: May 17, 2023

Expiration Date: May 17, 2026

Ladies and Gentlemen:

Issuance. The Issuer hereby establishes, at the request of Applicant and for the account of the Applicant, in favor of the Beneficiary, this Credit which is issued for Credit No. [REDACTED] the total amount of:

\$217,777.62

To insure proper maintenance of the following improvements for CLBD South LLC as required by the Town of Cedar Lake:

Sanitary Sewer Improvements	\$ 194,863.30
Watermain Improvements	\$ 370,034.50
Off-Site Watermain Improvements	\$ 102,594.35
Storm Sewer Improvements	\$ 480,317.40
Roadway Improvements	\$ 636,966.65
Detention Basin/Mass Ex Improvements	\$ 393,000.00
	\$2,177,776.20
Maintenance LOC (10%)	\$ 217,777.62

Undertaking. Issuer undertakes to honor Beneficiary's demand for payment of an amount available under this Credit, upon Beneficiary's presentation of a demand for payment in the form of the attached "**Sight Draft for Credit Regarding CLBD South, LLC** marked as **EXHIBIT A** (*hereinafter*, "Sight Draft"), together with the original of this Credit, at Issuer's address stated above, on or before the close of business on the expiration date.

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

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

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

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

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

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

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

Expiration Date. The expiration date of this Credit is May 17, 2026

May 17, 2023

Page 3

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

Sincerely,

PEOPLES BANK

By: Paul Rodriguez
VP, Business Banker

CERTIFICATION

The Undersigned hereby certifies under the penalty of perjury that I am the duly authorized Agent of the Issuer of this Credit and have full authority and all required approval to agree to the issuance of this Irrevocable Standby Letter of Credit.

SIGNED AND DATED THIS 17th DAY OF MAY, 2023

Sincerely,

ISSUER: PEOPLES BANK

By: Paul Rodriguez
VP, Business Banker

EXHIBIT A
SIGHT DRAFT FOR CREDIT REGARDING CLBD SOUTH, LLC

DATE: _____

RE: Credit No. [REDACTED]

APPLICANT: CLBD South, LLC
14520 Wicker Ave
Cedar Lake, IN 46303

ISSUER: Peoples Bank
9204 Columbia Avenue
Munster, Indiana 46321
Attention: Commercial Loan Department
Telephone : 219-853-7500
Email: prodriguez@ibankpeoples.com

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

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

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

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

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

BENEFICIARY – TOWN OF CEDAR LAKE

By: _____
Name: _____
Title: _____

EXHIBIT B
LETTER OF CREDIT REDUCTION APPROVAL FOR CLBD SOUTH, LLC

DATE: _____

RE: Credit No. CL7652LC (*hereinafter*, ILOC)

Number: [REDACTED]
Date of Issuance: May 17, 2023
Current Total Amount: \$217,777.62
Current Expiration Date: May 17, 2026

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

APPLICANT: CLBD South, LLC
14520 Wicker Ave
Cedar Lake, IN 46303

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

BENEFICIARY: _____
TOWN ENGINEER: _____

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

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

Town of Cedar Lake

NAME OF TOWN ENGINEER

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CLBD South LLC

By: _____
Name: _____
Title: _____

EXHIBIT B (Continued)

**WORKSHEET FOR REVISED AMOUNT OF IRREVOCABLE REPLACEMENT STANDBY
LETTER OF CREDIT FOR CLBD SOUTH, LLC**

Applicant has requested the following reduction(s) in the amount of the above-referenced Credit (*hereinafter*, ILOC). The _____ has inspected and approved the improvement(s) corresponding to the requested reduction(s), verified the cost and value of the requested reduction(s), and hereby recommends approval of the requested reduction(s).

ILOC Reduction Request #: _____

Original ILOC Amount: \$217,777.62

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

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

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

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

Peoples Bank
9204 Columbia Avenue
Munster, IN 46321

Irrevocable Letter of Credit No. [REDACTED]
Subdivision/Entity: CLBD South, LLC
14520 Wicker Avenue
Cedar Lake, IN 46303

Accepting the Maintenance Letter of Credit for Lakeview Business Park.

ALL OF WHICH IS ACKNOWLEDGED AND ACCEPTED THIS _____ DAY OF _____, 2023,
BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.

TOWN COUNCIL
TOWN OF CEDAR LAKE, INDIANA

By: _____
Richard Sharpe
Town Council President

ATTEST:

Jennifer Sandberg, IAMC, CMC, CPFIM
Clerk-Treasurer



Irrevocable Standby Letter of Credit Amendment

Date: May 1, 2023

Letter of Credit No.: [REDACTED]
Issued: June 14, 2022
Issued Amount: \$4,430.25

Beneficiary

Town of Cedar Lake
7408 Constitution Ave.
PO Box 707
Cedar Lake, IN 46303

Applicant

Ricardo L. Perez and Catherine Perez
13901 Laque Drive
Cedar Lake, IN 46303

Please be advised we amend the above mentioned letter of credit as follows:

1. Expiration date is extended to: June 14, 2024.

**ALL OTHER TERMS AND CONDITIONS OF THE LETTER OF CREDIT
REMAIN UNCHANGED.**

Sincerely,

[REDACTED]

Chris Schaler
Assistant Vice President
First Merchants Bank

First Merchants Bank
9301 South Innovation Drive, Suite 200
Daleville, IN 47334

Irrevocable Letter of Credit No [REDACTED]
Subdivision/Entity: Ricardo L. Perez and Catherine Perez
13901 Laque Drive
Cedar Lake, IN 46303

Accepting the Extension Performance Letter of Credit.

ALL OF WHICH IS ACKNOWLEDGED AND ACCEPTED THIS _____ DAY OF _____, 2023,
BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.

TOWN COUNCIL
TOWN OF CEDAR LAKE, INDIANA

By: _____
Richard Sharpe
Town Council President

ATTEST:

Jennifer Sandberg, IAMC, CMC, CPFIM
Clerk-Treasurer

**JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF
CEDAR LAKE, INDIANA AND LAKE COUNTY, INDIANA
FOR IMPROVEMENT COSTS WHICH WILL BE INCURRED BY THE TOWN FOR
WATER WELL EXPLORATION, DRILLING, TESTING AND IDEM PERMITTING
ACTIVITIES PROJECTS**

THIS JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF CEDAR LAKE, INDIANA AND LAKE COUNTY, INDIANA FOR IMPROVEMENT COSTS WHICH WILL BE INCURRED BY THE TOWN FOR WATER WELL EXPLORATION, DRILLING, TESTING AND IDEM PERMITTING ACTIVITIES PROJECTS (hereinafter referred to as this "Agreement") is made and entered into in accordance with Indiana Code §36-1-7, *et seq.*, as amended from time to time, by and between the TOWN OF CEDAR LAKE, Lake County, Indiana, a Municipal Corporation, by its TOWN COUNCIL as its executive and fiscal body (hereinafter referred to as "CEDAR LAKE"), and LAKE COUNTY, INDIANA, a unit of local government, by its BOARD OF COUNTY COMMISSIONERS as its executive and its COUNTY COUNCIL as its fiscal body (hereinafter referred to as "COUNTY").

RECITALS

WHEREAS, CEDAR LAKE is a unit of local government located in Lake County, Indiana, with jurisdiction over real property located within the Municipal Corporate Boundaries of CEDAR LAKE; and

WHEREAS, COUNTY is a unit of local government located in Lake County, Indiana, with jurisdiction over certain real property located within the corporate boundaries of Lake County; and

WHEREAS, CEDAR LAKE and COUNTY have each been advised that the provisions of Indiana Code §36-1-7-1, *et seq.* (Interlocal Cooperation Act and referred to hereinafter as the "Act"), as amended from time to time, permit local governmental units and entities to make the most efficient use of their powers by enabling governmental units to mutually contract and utilize services for the mutual benefit of the participating governmental entities; and

WHEREAS, CEDAR LAKE and COUNTY are political subdivisions empowered by the Act with authority to contract on behalf of each other on a basis of mutual advantage so as to better provide public services and facilities at a lesser cost; and

WHEREAS, CEDAR LAKE and COUNTY each seek to enter into a joint interlocal cooperation agreement based upon the terms and provisions of the Act, as amended from time to time, together, for improvement costs which will be incurred by the Town for water well exploration, drilling, testing and IDEM permitting activities projects, hereafter referred to as the WATER IMPROVEMENT PROJECT; and

WHEREAS, CEDAR LAKE, and COUNTY have determined that entry into a joint interlocal cooperation agreement for the WATER IMPROVEMENT PROJECT is a public improvement in the best interests of the residents of CEDAR LAKE and COUNTY, and therefore, have determined that it is advisable to enter into and become a participating unit under such a joint interlocal cooperation agreement pursuant to the applicable provisions of State Law, as amended from time to time.

COVENANTS

NOW, THEREFORE, CEDAR LAKE and COUNTY, in consideration of the terms and conditions set forth herein, all of which are hereby acknowledged, do hereby agree as follows:

SECTION 1: DURATION.

The duration of this Agreement shall be from its effective date to completion and acceptance of the Project as defined herein.

SECTION 2: PURPOSE.

The purpose of this Agreement is to set forth and establish the responsibilities and obligations of CEDAR LAKE and COUNTY concerning the WATER IMPROVEMENT PROJECT.

SECTION 3: EFFECTIVE DATE

The effective date of this act shall be after the agreement has been signed by a majority of the elected officials of each party necessary to constitute an official act and a copy of the executed agreement is placed on record and filed with the Lake County Recorder.

SECTION 4: PROJECT DEFINED.

This Project is for improvement costs which will be incurred by the Town for water well exploration, drilling, testing and IDEM permitting activities that will improve public health and economic conditions which will benefit the citizens of Lake County, Indiana. *See attached Exhibit "A", Resolution No. 2022-82*

SECTION 5: PROJECT FUNDING.

COUNTY agrees to pay to CEDAR LAKE within thirty (30) days of CEDAR LAKE commencing the Project, the amount of SIX HUNDRED FIFTY THOUSAND DOLLARS and NO CENTS (\$650,000.00) to help fund the Project. This contribution of COUNTY is solely for improvement costs CEDAR LAKE will incur for the WATER IMPROVEMENT PROJECT improvement.

SECTION 6: ADMINISTRATION AND AUTHORITY DELEGATION.

A. This Agreement shall be administered as follows:

- 1) CEDAR LAKE shall use the funds for improvement costs which will be incurred by the Town for water well exploration, drilling, testing and IDEM permitting activities projects.
- 2) With the \$650,000.00 received from LAKE COUNTY, CEDAR LAKE shall use the funds for improvement costs which will be incurred by the Town for water well exploration, drilling, testing and IDEM permitting activities projects.

B. The CLERK-TREASURER OF THE TOWN OF CEDAR LAKE, LAKE COUNTY is hereby designated to receive, disburse, and account for all funds pursuant to this Agreement.

C. CEDAR LAKE shall use the funds in accordance with all state and local rules and laws.

D. Because the COUNTY will have no supervisory responsibility for the purchases made by CEDAR LAKE, the COUNTY will not be in privity of contract with any person or company contacted by CEDAR LAKE to complete the project, and COUNTY'S only involvement during the project is to provide funding, the County of Lake and any and all of its elected officials, appointed officials, offices, departments, divisions, employees, to include those of the Lake County Highway Department shall not be liable for and CEDAR LAKE shall hold the aforementioned unit, bodies, and persons harmless from any loss or damage to any party that may occur during this water improvement project.

E. The project will be deemed completed when CEDAR LAKE certifies to COUNTY the project has been completed and provides COUNTY with a detailed list of how the funds were used for the project.

SECTION 7: ASSIGNMENT OF RIGHTS.

No Party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity.

SECTION 8: AMENDMENTS.

The terms of this Agreement may not be amended, supplemented, waived or modified without the prior written approval of all Parties.

SECTION 9: FORCE MAJEURE.

Except as otherwise provided in this Agreement, CEDAR LAKE and COUNTY, shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil

commotion, act of public enemy, failure of transportation facilities, enactment, rule, order, or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), failure of technical difficulties, or any other cause of any nature whatsoever beyond the control of CEDAR LAKE and COUNTY, which was not avoidable in the exercise of reasonable care and foresight.

SECTION 10: NOTICES.

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each Party when sent by United States Mail, postage prepaid, or hand-delivered, to the following:

Cedar Lake Town Council
Council President
7408 Constitution Ave.
Cedar Lake, In 46303

Commissioner Mike Repay
2293 North Main Street
Crown Pt., In 46307

Councilman Charlie Brown
2293 North Main Street
Crown Pt., In 46307

SECTION 11: CAPTIONS.

The captions and section designations herein set forth are for convenience only, and shall have no substantive meaning.

SECTION 12: SEVERABILITY.

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

SECTION 13: ENTIRETY OF AGREEMENT.

This Agreement represents the entire understanding between the Parties and supersedes all other negotiations, representations, or agreements, whether written or verbal, relating to this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon the Parties, and their respective assigns and successors in interest.

SECTION 14: MATERIAL DISPUTE.

The parties agree that CEDAR LAKE and COUNTY shall meet for resolution purposes. Thereafter, if the dispute is unable to be resolved, the Parties agree that the dispute will be governed by the laws of the State of Indiana in a court of competent jurisdiction. The Parties agree that each Party shall be responsible for its own attorney fees, absent any applicable provision of law to the contrary.

SECTION 15: COUNTERPARTS.

This Agreement shall be signed in counterparts and each of said counterparts shall be considered an original.

SECTION 16: RECORDING AND FILING.

- A. Before this Agreement takes effect, it must be recorded with the Office of the Lake County Recorder.
- B. No later than sixty (60) days after it takes effect and is recorded, the Agreement must be filed with the Office of the State Board of Accounts for audit purposes all pursuant to I.C. §36-1-7-6.

SECTION 17: PUBLIC ACTION AND RATIFICATION.

- A. Because there exists a situation where time is of the essence, the parties will have their respective elected officials sign the agreement to make it effective and then ratify it at a subsequent public meeting.
- B. To be effective with a retroactive ratification, the following must occur at a public meeting:
 - 1) The Town Council as the executive and fiscal body of the Town of CEDAR LAKE, Lake County, Indiana, a Municipal Corporation.
 - 2) The Lake County Council has the fiscal body of the County of Lake, Indiana.
 - 3) The Board of Commissioners as the county executive of the County of Lake, Indiana.

IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this 19th day of April, 2023.

LAKE COUNTY, INDIANA
BOARD OF COMMISSIONERS:

[REDACTED]

Kyle Allen, Sr., 1st District

Michael C. Repay, 3rd District

[REDACTED]

Jerry Tippy, 2nd District

ATTEST:

[REDACTED]

Peggy Katona, Auditor

LAKE COUNTY, INDIANA
COUNTY COUNCIL:

[REDACTED]

David Hamm, 1st District

ABSENT

Charlie Brown, 3rd District

[REDACTED]

Christine Cid, 5th District

[REDACTED]

Randy Niemeyer, 7th District

[REDACTED]

Clorius Lay, 2nd District

[REDACTED]

Pete Lindemulder, 4th District

[REDACTED]

Ted Bilski, 6th District

Signed by Lake County Council on 5/9/2023

IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this _____ day of _____, 2023.

**CEDAR LAKE, INDIANA
TOWN COUNCIL:**

Robert H. Carnahan, Ward 1

John C. Foreman, At Large

Julie A. Rivera, Ward 2

Ralph J. Miller, Ward 4

Nick Recupito Ward 3

Colleen D. Schieben, Ward 5

Richard Sharpe, At Large

ATTEST:

Jennifer N. Sandberg,
Clerk-Treasurer



May 25, 2023

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

From: Cedar Lake Board of Safety
Cedar Lake, IN 46303

RE: Approval to Hire – Fire Department

Dear Cedar Lake Town Council:

At the May 24, 2023 Cedar Lake Board of Safety meeting, the Board discussed their support of the hiring to the Cedar Lake Fire Department Firefighter/Paramedic Todd Konradi.

The Cedar Lake Board of Safety made motion and voted 4:0 to send Favorable Recommendation to the Cedar Lake Town Council to approve allowing the Cedar Lake Fire Department to hire the above named individual to the department.

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

Sincerely,

A black rectangular redaction box covering the signature of Norman Stick.

Norman Stick, Chairman



TOWN OF CEDAR LAKE

Lake County, Indiana

Fireworks Usage

Special Permit Application

Per Ordinance No. 1007, the owner, occupant, or agent of an organization, business or group that uses any type of fireworks or pyrotechnic special effects materials used indoor or outdoor, shall apply for a Special Permit issued by the Town Council at least fourteen (14) calendar days prior to the use of the fireworks or pyrotechnical devices. The Permit must be made available upon request of the Fire Chief or his designee. A \$100.00 fee is to be paid at the time this application is submitted.

Group, Organization, Business or Individual Scheduling/Promoting the Fireworks Production/Display:

Name:

BEN STEPANIAN

Phone:

Address:

Group, Organization, Business or Individual Operating/Conducting the Fireworks Production/Display:

Name:

SAME ↑

Phone:

Address:

Please Describe the Qualifications:

Licensed, 15 years

EXPERIENCE

Detailed Location Where the Display Shall Take Place:

NORTH SIDE OF

LAKE 500 YARDS WEST OF LAUNCH

Date of Fireworks Display:

7.3.23

Beginning Time:

DARK

Estimated Ending Time:

11:30 PM

Estimated Number of Fireworks/Pyrotechnical Devices Being Used:

900 shells / COBRA

A copy of a valid Certificate of insurance conditioned for damages and/or injury to persons or property for said event in the amount of not less than \$1,000,000 shall be attached to and submitted with each application for and shall become part of the Special Permit.

For Office Use Only

Approved by Town Council:

Date:

Signature: