



TOWN COUNCIL PUBLIC MEETING AGENDA

June 20, 2023 - 7:00 PM

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

CALL TO ORDER/ROLL CALL:

___ Robert H. Carnahan, Ward 1
___ Julie Rivera, Ward 2
___ Nick Recupito, Ward 3
___ Ralph Miller, Ward 4
___ Colleen Schieben, Ward 5

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

OATH OF OFFICE: Fire Department: Chief Todd Wilkening, Todd Konradi

CONTINUED PUBLIC HEARINGS:

1. **Ordinance No. 1456, Public Way Vacation – Rago** (Continued from April 27, 2023)

PUBLIC COMMENT *(on agenda items)*:

CONSENT AGENDA:

1. **Minutes:** May 16, 2023 and June 6, 2023
2. **Claims:** All Town Funds: \$176,325.66; Wastewater Operating: \$54,372.65; Water Utility: \$59,605.25; Storm Water: \$1,009.26; Payroll: June 8, 2023 - \$396,862.09; and May Remittances \$193,720.30
3. **Manual Journal Entries:** May 1, 2023 – May 31, 2023
4. **Donations:** Dare Donation of \$1,097 from Law Enforcement Partners, Police K9 Donation of \$25 from Shirley Wahl, Police Department Donation of two \$50 gift cards for the Parade, Donation to Parks & Recreation of \$100 to Parks & Recreation, and In-Kind Donations: Kelly Dykstra Essential Oil Diffuser for the 6/3/23 PD-FD team-building event, and Pop and Water for the Police Department Fundraiser.

ORDINANCES & RESOLUTIONS:

1. **Ordinance No. 1462** – Special Events Permit
2. **Ordinance No. 1463** – 2023 Salary Ordinance Amendment
3. **Ordinance No. 1464** – Amending Park Staff Job Descriptions

BZA/PLAN COMMISSION

1. Accept the Public Letter of Credit Extension for Cedar Lake Storage LLC **in the amount of \$7,700**

NEW BUSINESS:

1. Monastery Woods Clubhouse Apartment Lease
2. Acceptance of Josh Govert's Letter of Resignation from the Board of Safety
3. Fire Department Reimbursement Agreement with Todd Konradi
4. CBBEL Pay Request No. 1 – Dredge America, Inc., **in the amount of \$434,250.00**

5. CBBEL Pay Request – Modern Edge, LLC., **in the amount of \$11,976.35**
6. CBBEL Change Order No. 1 – Site Services, Inc., an increase **in the amount of \$12,294.54 for a new total of \$204,590.87**
7. CBBEL Pay Request No. 1 and Final – Site Services, Inc., an increase **in the amount of \$204,590.87**
8. Consider K2M Agreements for New Town Hall
9. Disbursement Request No. 2 from 2022A Construction Fund No. 1001031163 **in the amount of \$7,752.88** for the Police Department Project
10. Disbursement Request No. 1 from 2022B Construction Fund No. 1001031164 **in the amount of \$4,071.04** for the Fire Department Project
11. Disbursement Request No. 3 from 2022B Fund No. 324 **in the amount of 10,733.19** for the Fire Department Project
12. Consider approval to Accept an Easement for the Morse Street Water Main from Pete and Terry Blagojevic for an in-kind consideration and to Authorize the Town Manager, Clerk-Treasurer, and Town Attorney to Finalize the Execution of Documents

REPORTS:

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

WRITTEN COMMUNICATION:

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

PUBLIC COMMENT:

ADJOURNMENT:

PRESS SESSION:

NEXT MEETING: Tuesday, July 18, 2023 at 7:00 pm

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

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1456

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

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

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

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

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

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

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

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

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

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

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

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

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

Richard Sharpe, Town Council President

John C. Foreman, Vice-President

Robert H. Carnahan, Member

Nick Recupito, Member

Colleen Schieben Member

Ralph Miller, Member

Julie A. Rivera, Member

ATTEST:

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

EXHIBIT A

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

Town of Cedar Lake

Public Way Vacation Application

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

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

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

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

I (We) the undersigned now state that the information contained in this application and all attached exhibits are true and correct to the best of my (our) knowledge and belief and that I (we) have read all the information contained above and that I (we) am/are submitting such facts and figures to the Cedar Lake Town Council for the purpose of this request for the above referenced real estate.

Signature of Owner(s)

STATE OF INDIANA

COUNTY OF LAKE

) SS:

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

Signature of Petitioner(s)

STATE OF INDIANA

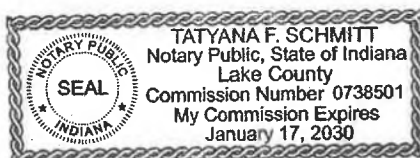
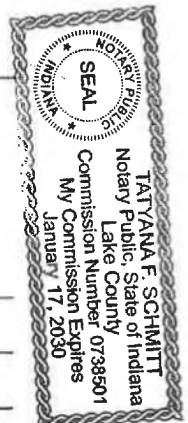
COUNTY OF LAKE

) SS:

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

Notary Public
My Commission Expires 1-17-30

Notary Public
My Commission Expires 1-17-30



June 15, 2023

| | |
|----------------|--------------|
| ALL TOWN FUNDS | \$176,325.66 |
|----------------|--------------|

| | |
|----------------------|-------------|
| WASTEWATER OPERATING | \$54,372.65 |
|----------------------|-------------|

| | |
|---------------|-------------|
| WATER UTILITY | \$59,605.25 |
|---------------|-------------|

| | |
|-------------|------------|
| STORM WATER | \$1,009.26 |
|-------------|------------|

| | |
|------------------|--------------|
| PAYROLL 6/8/2023 | \$396,862.09 |
|------------------|--------------|

| | |
|-----------------|--------------|
| MAY REMITTANCES | \$193,720.30 |
|-----------------|--------------|

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1462

AN ORDINANCE ESTABLISHING CHAPTER 103 OF TITLE IX, AND AMENDING CHAPTER 99 OF TITLE IX, ENTITLED "GENERAL REGULATIONS", PERTAINING TO POLICIES AND PROCEDURES FOR PERMITTING SPECIAL EVENTS WITHIN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, REPEALING ALL ORDINANCES AND TOWN CODE PROVISIONS, OR PARTS THEREOF, IN CONFLICT HEREWITH, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter the "Town Council"), has determined it appropriate, advisable, and in the best interests of the residents of the Town to establish policies and procedures for the permitting of special events within the Town of Cedar Lake; and

WHEREAS, the Town Council has been advised by its Town Manager and Chief of Police that the Town has numerous special events that require the use of Town resources, including Town Police Officers, the Public Works Department, and the Parks and Recreation Department, in addition to existing Town-owned facilities, without a formal special event permitting process or procedures; and

WHEREAS, the Town Council has been advised by its Town Manager and Town Attorney of the need to adopt an Ordinance defining what type of event constitutes a special event, and establishing the formal permitting policies and procedures for same so that the Town may be readily informed of special events and adequately schedule and provide Town resources necessary for the safe and successful conduct of special events occurring within the municipal corporate boundaries of the Town of Cedar Lake; and

WHEREAS, the Town Council, having reviewed the Town Code, and being duly advised by its Chief of Police, Town Manager, and Town Attorney, now concurs and concludes that it is advisable, necessary, appropriate, and in the best interests of the residents and property owners of the Town that new policies and procedures be enacted regulating and permitting special events within the Town, and that a new Chapter, namely, Chapter "103," be added to Title IX, entitled "General Regulations", pertaining to the policies and procedures for obtaining a special event permit in the Town of Cedar Lake.

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

SECTION ONE: That Chapter 103, entitled "Special Events", be added to **TITLE IX: GENERAL REGULATIONS**, and that same read and provide hereafter, in pertinent part, as follows, namely:

"Chapter 103. Special Events":

All individuals and/or entities who intend to hold and/or conduct a Special Event within the Town shall be required to satisfy the requirements for obtaining a Special Event Permit under the provisions and forms under this Chapter.

SECTION TWO:

Outdoor Events/Special Events Defined

Outdoor Events or Special Events are identified and defined to include, but not necessarily be limited to, any circus, carnival, concert, bazaar, festival, exhibition, craft fair/show, antique show, flea market, block parties, running event-5k, theme fair, cultural celebration, parade, or other outdoor event, activity, or entertainment, including fireworks display, beer garden, or food vendor, which are held at any place other than a permanent building or permanent installation, within the Town Municipal Corporate limits, which has been constructed for the purpose of conducting such activities or similar activities, excluding funeral processions, garage sales, birthday parties or graduation parties.

Permit Required/Permit Fee

No person, firm, corporation, organization, entity, or association, foreign or domestic, shall operate or maintain, or permit the operation or maintenance of any Outdoor Events or Special Events, unless and until such person, firm, corporation, organization, entity, or association, foreign or domestic, has first been issued a Special Event Permit for such Outdoor Event or Special Event, as hereinafter provided. The Special Event Permit to be used shall be in a form prescribed by the Town and shall be made available to the Public by the Town, available through the Town Manager's Office. Each and every such application shall be accompanied by a filing fee of \$25.00 dollars, which shall be paid to the Clerk-Treasurer. Approval of the Outdoor Event or Special Event shall be expressly subject to the terms and conditions listed with the Special Event Permit. The Special Event Permit shall be filed no less than thirty (30) days prior to the Outdoor Event or Special Event occurring. Scheduling and calendaring of events shall be with the sole discretion of the Town, so as to ensure proper public safety, security, and oversight for the Outdoor Events or Special Events.

Regulation of Outdoor Events/Special Events

a) Alcohol.

Any person, firm, corporation, organization, entity, or association, foreign or domestic, sponsoring or operating an Outdoor Event or Special Event, which dispenses and serves beer and/or liquor, shall confirm that it has the proper permits for provision of the same and provide documentation of such in form and content acceptable to the Town. Responsibility for ascertaining age (21 and over) lies with the sponsor or operator of the event. Serving of any beer or liquor shall be governed by the rules and regulations of the State of Indiana. Alcohol regulation shall be subject to review and oversight by the Chief of Police of the Town, or an authorized representative from the Town Police Department. Serving of any beer and/or liquor must be no later than 10:00 p.m., Sunday through Thursday, and not later than 11:00 p.m. Friday and Saturday.

b) Music.

Any Outdoor Event or Special Event which has any type of outside music, shall end said music no later than 10:00 p.m., Sunday through Thursday, and not later than 11:00 p.m. Friday and Saturday. Noise regulation shall be subject to regulation by the Chief of Police and authorized sworn law enforcement personnel of the Town.

c) **Security.**

All Outdoor Events or Special Events shall be required to provide security for said event. The amount and degree of security shall be determined by the Chief of Police of the Town Police Department, or duly designated representative of the Town Police Department. The need for an emergency action plan and/or evacuation plan shall be determined by the Chief of Police, or duly designated representative of the Town Police Department.

d) **Insurance.**

Any sponsors or operators of an Outdoor Event or Special Event shall be required to provide proof of financial responsibility in the form of Liability Insurance to cover injury to person or property of not less than \$1, 000,000 Dollars in respect to cases of bodily injury or death.

e) **Fire/Electrical Inspection.**

Any sponsors or operators of an Outdoor Event or Special Event shall be required to have an electrical and fire inspection by the Town prior to the commencement of an Outdoor Event or Special Event that requires electricity.

f) **Parking.**

Definite parking areas shall be established in conjunction with the Town Police Department, to accommodate any Outdoor Event or Special Event. Residential streets shall not be used for parking for said Outdoor Event or Special Event, unless permitted by the duly designated representative of the Town Police Department. Any sponsor or operator of an Outdoor Event or Special Event shall be required to present a parking plan/schedule for review by the Town at the time the Special Event Permit Application is submitted and filed.

g) **Penalties for Non-Compliance.**

Any person, firm, corporation, organization, entity, or association, foreign or domestic, operating or sponsoring an Outdoor Event or Special Event, as defined in **SECTION ONE** of this Enabling Ordinance, as amended from time to time, who violates any of the provisions of the Ordinance, or any other provision of the Town Code, shall be liable for a fine of \$25.00 (twenty-five dollars) and up to \$2500.00 (two thousand five hundred dollars). Further, duly designated representative of the Town Police Department of the Town of Cedar Lake shall have the authority to close and terminate any Outdoor Event or Special Event for violation of any provisions of this Ordinance or Town Code section, generally, and to rescind and repeal the Special Event Permit issued by the Town.

SECTION THREE: That all existing Ordinances, and Town Code provisions, 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 FOUR: 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 FIVE: That this Ordinance shall take effect, and be in full force and effect, from and after its passage and adoption by the Town Council of the Town of Cedar Lake, Lake County, Indiana, and publication 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, A MUNICIPAL CORPORATION, THIS ____ DAY OF ____, 2023.

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

By: _____
Richard Sharpe, President

John C. Foreman, Vice-President

Robert H. Carnahan, Member

Nick Recupito, Member

Julie A. Rivera, Member

Ralph Miller, Member

Colleen Schieben, Member

ATTEST:

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

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1463

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

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, has reviewed Town **Salary Ordinance No. 1436** establishing jobs and salaries to be paid certain offices, positions, and jobs within the Town of Cedar Lake for the year **2023**; and

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

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

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

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

Parks and Recreation

| | | |
|------------------|-----------|---|
| Park Crew Worker | Part-Time | Not to exceed \$15.00/hourly payable 100% General |
| Park Crew Worker | Seasonal | Not to exceed \$15.00/hourly payable 100% General |

SECTION TWO: That this amendment shall be for the pay period beginning June 4, 2023.

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

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

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

**ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF
CEDAR LAKE, LAKE COUNTY, INDIANA, THIS 20th DAY OF JUNE, 2023.**

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

Richard Sharpe, President

John C. Foreman, Vice-President

Robert H. Carnahan, Member

Julie Rivera, Member

Nick Recupito, Member

Ralph Miller, Member

Colleen Schieben, Member

ATTEST:

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

TOWN OF CEDAR LAKE

EXHIBIT A

SCHEDULE OF 2023 SALARIES AND WAGES

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

TOWN OF CEDAR LAKE

EXHIBIT A

SCHEDULE OF 2023 SALARIES AND WAGES

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

TOWN OF CEDAR LAKE

EXHIBIT A

SCHEDULE OF 2023 SALARIES AND WAGES

| Department | Employee Description | Position Type | Pay Base | 2023 Bi-Weekly | | GEN (%) | MVH (%) | LCSW (%) | WV (%) | WTR (%) | SWD (%) | RDC (%) | Parks (%) | Total (%) |
|--|---|---------------|-----------------|---------------------------------|---------------------|---------|---------|----------|--------|---------|---------|---------|-----------|-----------|
| | | | | Maximum | 2023 Hourly Maximum | | | | | | | | | |
| Fire | Fire Chief | Full-time | Salary-Exempt | \$ 3,269.23 | | 100.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.0% |
| | Deputy Chief | Full-time | Salary-Exempt | \$ 2,884.62 | | 100.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.0% |
| | Battalion Chief | Full-time | Salary Non-Exen | \$ 2,525.08 | | 100.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.0% |
| | EMS Division Chief | Full-time | Salary Non-Exen | \$ 2,525.08 | | 100.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.0% |
| | Captain FF/Paramedic | Full-time | Salary Non-Exen | \$ 2,495.47 | | 100.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.0% |
| | Firefighter/Paramedic** | Full-time | Salary Non-Exen | \$ 2,477.81 | | 100.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.0% |
| | Firefighter/EMT | Full-time | Salary Non-Exen | \$ 1,909.09 | | 100.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.0% |
| | Probationary Firefighter/Paramedic | Full-time | Salary Non-Exen | \$ 1,961.20 | | 100.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.0% |
| | EMS Billing Clerk | Full-time | Hourly | \$ 18.18 | | 100.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.0% |
| | Firefighter/Paramedic | Part-time | Hourly | \$ 20.41 | | 100.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.0% |
| | Firefighter/EMT | Part-time | Hourly | \$ 15.94 | | 100.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.0% |
| | Division Chief Marine Unit | Part-time | Hourly | \$ 15.00 | | 100.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.0% |
| | Firefighter | Part-time | Hourly | \$ 15.00 | | 100.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.0% |
| ** 1977 Fire Pension/Disability Fund 1st Class Firefighter Salary equals Paramedic Pay per Resolution No. 1227. | | | | | | | | | | | | | | |
| Uniform Allowance - Full-time officers are to receive \$350 paid annually with the 1st pay of January and included with regular pay. | | | | | | | | | | | | | | |
| Salary Non-Exempt Employees are due overtime after 106 hours worked per pay period. | | | | | | | | | | | | | | |
| Volunteer Fire Department | Training Officer | Volunteer | Stipend | ----- \$1,000.00 annually ----- | | 100.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.0% |
| | Fire Inspector | Volunteer | Stipend | ----- \$1,000.00 annually ----- | | 100.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.0% |
| | Assistant Chief | Volunteer | Stipend | ----- \$750.00 annually ----- | | 100.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.0% |
| | Battalion Chief | Volunteer | Stipend | ----- \$500.00 annually ----- | | 100.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.0% |
| | Captain | Volunteer | Stipend | ----- \$300.00 annually ----- | | 100.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.0% |
| | Lieutenant | Volunteer | Stipend | ----- \$200.00 annually ----- | | 100.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.0% |
| | Car/Clothing Allowance | Volunteer | Stipend | ----- \$200.00 annually ----- | | 100.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.0% |
| | Fire Response | Volunteer | Per Call-Out | ----- \$15.75 per callout ----- | | 100.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.0% |
| | Training Pay | Volunteer | Per Session | ----- \$15.75 per callout ----- | | 100.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.0% |
| | Volunteer fire dispatch and training pay compensation activity from December through May payable in July, June through November activity payable in December. | | | | | | | | | | | | | |

Notes:

All wages for hourly employees may be lower than stated.

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

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

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO.: 1464

AN ORDINANCE AMENDING TOWN ORDINANCE NO. 1150, AS AMENDED FROM TIME TO TIME, BEING: “AN ORDINANCE ESTABLISHING JOB/EMPLOYMENT DESCRIPTIONS FOR THE EMPLOYEES OF THE TOWN OF CEDAR LAKE, REPEALING ALL ORDINANCES AND TOWN CODE SECTIONS, OR PORTIONS THEREOF, IN CONFLICT HERewith, INCLUDING TOWN ORDINANCE NO. 1064; AND ALL MATTERS RELATED HERETO”: AMENDING THE JOB DESCRIPTIONS OF THE FULL-TIME, PART-TIME, AND SEASONAL JOB POSITIONS FOR THE TOWN OF CEDAR LAKE DEPARTMENT OF PARKS AND RECREATION, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter the “Town Council”), has previously adopted its Ordinance No. 1150 on February 21, 2012, establishing Job/Employment Descriptions for the Employees of the Town of Cedar Lake;

WHEREAS, the Town Council has reviewed growth and staffing needs for the Town of Cedar Lake Department of Parks and Recreation Staff including, but not limited to, the job responsibilities and duties of the Town of Cedar Lake Department of Parks and Recreation employees; and

WHEREAS, the Town Council has determined, after such review, that the need to amend Recreation Coordinator, Administrative Assistant, Full-Time Crew Worker, Program Instructor, and to add Full-Time Maintenance Foreman, Part-Time Crew Worker, Seasonal Crew Worker, and Recreation Aide, exists; and

WHEREAS, the Town Council, upon its review, has determined it appropriate, advisable, and in the best interests of the residents of the Town, to amend Recreation Coordinator, Administrative Assistant, Full-Time Crew Worker, Program Instructor, and to add Maintenance Foreman, Part-Time Crew Worker, Seasonal Crew Worker, and Recreation Aide, exists; and

WHEREAS, the Town Council has now determined it appropriate and advisable to amend and to add the Job/Employment Descriptions for the Employees of the Town of Cedar Lake Department of Parks and Recreation for the benefit of the citizens and residents of the Town of Cedar Lake.

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

SECTION ONE: That Town Ordinance No. 1150 be amended to amend and to add as well as include in Exhibit “A” the Job/Employment Descriptions for the Town of Cedar Lake Department of Parks and Recreation Job Positions, and identifying therein the Job/Employment duties and responsibilities of such Town of Cedar Lake Department of Parks and Recreation Job Positions hereafter, namely:

1. Recreation Coordinator
2. Administrative Assistant
3. Maintenance Foreman
4. Full-Time Crew Worker

5. Part-Time Crew Worker
6. Seasonal Crew Worker
7. Program Instructor
8. Recreation Aide

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

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

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

ALL OF WHICH IS PASSED AND ADOPTED THIS 20th DAY OF JUNE, 2023, BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.

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

Richard Sharpe, President

John C. Foreman, Vice-President

Robert H. Carnahan, Member

Julie Rivera, Member

Nick Recupito, Member

Ralph Miller, Member

Colleen Schieben, Member

ATTEST:

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

**TOWN OF CEDAR LAKE
POSITION DESCRIPTION
RECREATION COORDINATOR**

CLASS TITLE: Recreation Coordinator
DEPARTMENT: Parks and Recreation Department
DIVISION: Parks

GENERAL PURPOSE

Plans, organizes, directs and evaluates recreational activities, programs, volunteerism, and event coordination for the Town of Cedar Lake Parks Department. Position serves as key liaison in coordinating the various efforts of the Cedar Lake Parks Department and the affiliated Cedar Lake Park Foundation.

SUPERVISION RECEIVED

Reports directly to the Superintendent of Parks and Recreation.

SUPERVISION EXERCISED

Oversees recreation staff and volunteers.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Schedules and supervises recreation staff and officials.
2. Sets schedules and itineraries for all recreation programs.
3. Plans, organizes, directs, markets, oversees and evaluates Town-sponsored special events, as assigned.
4. Creatively delivers various programming and community event opportunities for various citizens groups, including all age groups.
5. Prepare marketing materials including flyers, pamphlets and brochures.
6. Manage the Town website and social media for the Parks Department.
7. Provides written and oral directives to recreation staff, delegates responsibilities of subordinates, reviews work for efficiency, effectiveness, and conformance with employee policies, procedures, applicable laws, and ethical standards.
8. Presents program cost proposals for all recreation programs and events to the Park and Recreation Superintendent for approval.
9. Creates and distributes Parks Department newsletters and correspondence neatly, precisely, and in formats which are easily understood.

10. Addresses citizen inquiries, meets with visitors, addresses public and civic organizations to inform the general public of policies procedures, events, opportunities, and available facilities for public use.
11. Assures compliance with established policies and procedures. Adheres to Town Ordinances, Indiana Code, laws, and Federal laws.
12. Prepares recreation program and event proposals, including costs associated with each for approval from the Parks and Recreation Superintendent. Evaluates and keeps records of all programmed events. Ensures efficient and effective use of staff time and park recreation budget.
13. Collaborates with other area and regional service providers to maximize awareness and utilization of recreation programs and special events.
14. Coordinates volunteer requests from the community; recruits, trains and supervises volunteer staff, coaches, and event volunteers.
15. Schedules recreation facilities and supervises the condition of facilities.
16. Maintains inventory of supplies and equipment; distributes supplies and equipment; assists with ordering supplies and equipment for recreation and athletic programs.
17. Actively seeks and procures public and private grants. Leverages budgeted funds against grants funds. Properly administers grant funded programs, projects and events.
18. Compiles statistics and prepares required reports on recreational programming and special events.
19. Other duties as directed.

PERIPHERAL DUTIES

Keep records of recreational activities and be responsible for the custody and preservations of all papers and documents of the department.

Perform secretarial duties as needed.

Assists staff in the performance of their duties as required.

DESIRED MINIMUM QUALIFICATIONS

□ Education and Experience:

- (a) Graduation from a college or university with a bachelor's degree in recreation, education, or public administration, including course work in organization and administration.

- (b) Four (4) years of responsible experience in parks and recreation programs or a combination of education and/or experience that is accepted as equivalent.

□ Necessary Knowledge, Skills and Abilities:

- (a) Knowledge of word processing, desktop publishing, spreadsheets and other recreation-related software.
- (b) Knowledge of applicable laws and standards of recreation and special event coordination. Knowledge of agencies and organizations which provide similar services.
- (c) Considerable knowledge of developing and administering recreation and special events; working knowledge of rules of variety of recreational activities.
- (d) Ability to meet deadlines.
- (e) Ability to direct one's own efforts and take direction from superiors.
- (f) Ability to work under stressful situations, maintain calm and have excellent problem-solving skills.
- (g) Ability to work evenings, night shifts, weekends, and some holidays, when deemed necessary and required.
- (h) Ability to organize and maintain effective working relationships with coworkers, public, news media, and other departments and agencies; ability to follow written and oral instructions; ability to communicate exceptionally in writing and orally.

SPECIAL REQUIREMENTS

Issued a valid Indiana state driver's license, or with the ability to obtain such.

TOOLS AND EQUIPMENT USED

Personal computer, including word processing software; calculator; copy and facsimile machine; telephone; mobile or portable radio; automobile.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to fifty (50) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

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

While performing the duties of this job, the employee occasionally works near moving mechanical parts or in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, fumes, toxic or caustic chemicals.

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

SELECTION GUIDELINES

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

Approval: _____
Supervisor

Approval: _____
Appointing Authority

Effective Date:

Revision History:

Acknowledgement of Receipt

Signature

Date

Printed Name

**TOWN OF CEDAR LAKE
POSITION DESCRIPTION
ADMINISTRATIVE ASSISTANT**

CLASS TITLE: Administrative Assistant
DEPARTMENT: Parks and Recreation
DIVISION: Parks

GENERAL PURPOSE

The purpose of this position is to provide clerical, secretarial and customer service support to the Parks and Recreation Director. This position will perform a variety of routine and complex administrative work in keeping official records, and assisting in the administration of the standard operating policies and procedures of the department.

SUPERVISION RECEIVED

The work is performed under the direction of the Superintendent of Parks and Recreation.

SUPERVISION EXERCISED

As directed by the Cedar Lake Parks Superintendent of Parks and Recreation.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Greets, screens, assists and directs caller and visitors; provides information and customer service; routes callers to appropriate personnel and takes and relays messages; schedules appointments. Operates radios as needed and assists in communications with field personnel.
2. Composes, types and edits a variety of correspondence, reports and other materials. Compiles data for a variety of reports. Prepares records including notices, minutes and resolutions. Prepares posters and flyers for program and events. Prepares and monitors work orders. Performs a variety of desktop publishing functions.
3. Acts as custodian for department documents, records, oversee departmental inventory and assets; establishes and maintains filing systems; controls records and indexes.

4. Assists customers with registration for Department programs.
5. Works with Clerk-Treasurer's Office personnel; prepares claims and bills for the Clerk-Treasurer's Office.
6. Performs data entry functions on facility management operations.
7. Processes claims; assigns appropriation numbers for the payment of claims.
8. Assists in the procurement of department supplies and materials. Maintains inventories and orders office supplies.
9. Receives, stamps and distributes incoming mail; processes outgoing mail; copies and faxes documents as needed.
10. Inputs data to office and department forms; makes simple postings to accounts.
11. Maintains the office computer system.
12. Performs bookkeeping functions; prepares payroll; fills out weekly demand checks; creates invoices for customers. Prepares end-of-day reports for auditors; prints reports and closes and balances cash register.
13. Coordinates travel plans for staff.
14. Assists with the preparation for "special events".
15. Performs other related functions as assigned or required.
16. Assists with all Department Programs and activities.

PERIPHERAL DUTIES

May be required to attend meetings of the Park Board or other Civic Groups.

Assists staff in the performance of their duties as required.

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

DESIRED MINIMUM QUALIFICATIONS

- Education and Experience:

- (a) High school diploma or GED equivalent with vocation/technical training in Secretarial Science, Office Procedures or a related field and five (5) years of administrative office experience.
 - (b) Any equivalent combination of education and experience.
- ❑ Necessary Knowledge, Skills and Abilities:
- (a) Requires the ability to perform basic level of data analysis, including the ability to review, classify, categorize, prioritize and/or reference data, statutes and/or guidelines and/or group, rank, investigate and diagnosed. Requires discretion in determining and referencing such to established standards to recognize interactive effects and relationships.
 - (b) Requires the ability to persuade, convince, influence, train and monitor, in favor of a desired outcome. Requires the ability to act as a lead person.
 - (c) Requires the ability to utilize a variety of reference, descriptive and/or advisory data and information such as invoices, time cards, agendas, newsletters, claims, manuals, policies, procedures, guidelines and non-routine correspondence.
 - (d) Requires the ability to communicate orally and in writing with the Director and all department personnel, other Town departments, customers and the public.
 - (e) Requires the ability to perform addition, subtraction, multiplication and division; and to calculate percentages and decimals.

SPECIAL REQUIREMENTS

Valid state driver's license or ability to obtain one.

TOOLS AND EQUIPMENT USED

Personal computer, including word processing software; recreation software; calculator; copy and facsimile machine; telephone; mobile or portable radio; automobile.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

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

While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to fifty (50) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

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

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

SELECTION GUIDELINES

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

Approval: _____
Supervisor

Approval: _____
Appointing Authority

Effective Date:

Revision History:

**TOWN OF CEDAR LAKE
POSITION DESCRIPTION
MAINTENANCE FOREMAN**

CLASS TITLE: Maintenance Foreman
DEPARTMENT: Parks and Recreation
DIVISION: Parks

GENERAL PURPOSE

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

SUPERVISION RECEIVED

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

SUPERVISION EXERCISED

Assist and supervise full -time, part-time and seasonal maintenance crew workers.

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

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

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

PERIPHERAL DUTIES

Assists staff in the performance of their duties as required.

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

DESIRED MINIMUM QUALIFICATIONS

□ Education and Experience:

- (a) High school diploma or GED.
- (b) Education and/or experience in recreational-related activities.
- (c) At least (3) years of experience in landscaping-related activities.
- (d) At least (3) years of crew supervision.
- (e) Must be 18 years of age or older.

□ Necessary Knowledge and Abilities:

Working Knowledge of:

- (a) Landscaping, horticulture, mowing, and grounds keeping activities.
- (b) Underground irrigation and above ground sprinkler systems.
- (c) Athletic field and park maintenance practices.
- (d) Upkeep of facilities, grounds, and equipment maintenance, including use of and care for power tools.

- (e) Possess, or ability to obtain, and keep certifications in CPR and First Aid within six (6) months of the date of hire.

Ability to:

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

SPECIAL REQUIREMENTS

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

TOOLS AND EQUIPMENT USED

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

PHYSICAL DEMANDS

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

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

The employee must occasionally lift and/or move up to fifty (50) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

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

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

SELECTION GUIDELINES

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

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

Printed Employee Name

Employee Signature

Superintendent

Operations Director

Effective Date: _____

**TOWN OF CEDAR LAKE
POSITION DESCRIPTION
FULL-TIME CREW WORKER**

CLASS TITLE: Crew Worker
DEPARTMENT: Parks and Recreation
DIVISION: Parks

GENERAL PURPOSE

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

SUPERVISION RECEIVED

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

SUPERVISION EXERCISED

Assist and supervises, part-time and seasonal maintenance crew workers.

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

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

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

PERIPHERAL DUTIES

Assists staff in the performance of their duties as required.

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

DESIRED MINIMUM QUALIFICATIONS

☐ Education and Experience:

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

☐ Necessary Knowledge and Abilities:

Working Knowledge of:

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

Ability to:

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

SPECIAL REQUIREMENTS

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

TOOLS AND EQUIPMENT USED

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

PHYSICAL DEMANDS

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

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

The employee must occasionally lift and/or move up to fifty (50) pounds.. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

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

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

SELECTION GUIDELINES

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

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

Printed Employee Name

Employee Signature

Superintendent

Operations Director

Effective Date: _____

**TOWN OF CEDAR LAKE
POSITION DESCRIPTION
PART-TIME CREW WORKER**

CLASS TITLE: Crew Worker
DEPARTMENT: Parks and Recreation
DIVISION: Parks

GENERAL PURPOSE

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

SUPERVISION RECEIVED

The work is performed under the direction of Superintendent of Parks and Recreation.

SUPERVISION EXERCISED

None

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Use hand and power tools to maintain and repair park mowers and other light equipment. Operates a light tractor with attachments. Drive a half-ton pickup and front-end loader.
2. Use gardening tools, shovel, hoe, rake, and wheelbarrow. Use gas operated trimmer and/or chainsaw to prune shrubs and trees. Use gas powered weed eater and pull weeds by hand in flower and shrub beds and where weed eater cannot access. Operate snowplow, shovel snow, and salt walkways.
3. Mows grass and weeds with zero-turn mower. Plant/ fertilize, and care for trees, shrubs, grass, and flowers.
4. Haul and spread sand, woodchips, stone, fertilizers, and seed.
5. Operate and repair irrigation systems.
6. Keep parking lots free of trash and debris.
7. Report and repair instances of vandalism and notify the Cedar Lake Police Department of instances of vandalism.

8. Paint and stain buildings, signs, park tables, benches, and equipment. Clean and repair buildings, fences and other structures when needed.
9. Collect and remove garbage from trash receptacles. Ball field preparation.
10. Custodial duties.
11. Other duties as assigned.

PERIPHERAL DUTIES

Assists staff in the performance of their duties as required.

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

DESIRED MINIMUM QUALIFICATIONS

□ Education and Experience:

- (a) High school diploma or GED equivalent with experience in recreation or related activities.
- (b) At least one (1) year in landscaping related activities
- (c) Must be 18 years of age.

□ Necessary Knowledge and Abilities:

Knowledge of:

- (a) Landscaping, horticulture, mowing, and grounds keeping activities.
- (b) Underground irrigation and above ground sprinkler systems.
- (c) Athletic field and park maintenance practices.
- (d) Upkeep of facilities and equipment maintenance, including use of and care for power tools.

Ability to:

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

SPECIAL REQUIREMENTS

Valid state driver's license or ability to obtain one.

TOOLS AND EQUIPMENT USED

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

PHYSICAL DEMANDS

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

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

The employee must occasionally lift and/or move up to fifty (50) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

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

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

SELECTION GUIDELINES

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

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

Printed Employee Name

Employee Signature

Superintendent

Operations Director

Effective Date: _____

**TOWN OF CEDAR LAKE
POSITION DESCRIPTION
SEASONAL CREW WORKER**

CLASS TITLE: Crew Worker
DEPARTMENT: Parks and Recreation
DIVISION: Parks

GENERAL PURPOSE

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

SUPERVISION RECEIVED

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

SUPERVISION EXERCISED

None

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

5. Spreads sand, woodchips, stone, fertilizers, weed killers, seed, and the like. Plants, fertilizes, and cares for trees, shrubs, grass, and flowers. Waters grass, plants, and flowers as needed.
6. Performs other duties as assigned.

PERIPHERAL DUTIES

Assists staff in the performance of their duties as required.

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

DESIRED MINIMUM QUALIFICATIONS

❑ Education and Experience:

- (a) High school student.
- (b) Education and/or experience in recreational-related activities.
- (c) Some experience in landscaping-related and custodial activities.
- (d) Must be 16 years of age or older.

❑ Necessary Knowledge and Abilities:

Working Knowledge of:

- (a) Landscaping, horticulture, mowing, and grounds keeping activities.
- (b) Athletic field and park maintenance practices.
- (c) Upkeep of facilities, grounds, and equipment maintenance, including use of and care for power tools.

Ability to:

- (a) Read and understand basic operating and maintenance manuals, simple instructions and short memos. Ability to keep and maintain accurate written records and time sheets.
- (b) Effectively present information in one-on-one and small group situations to citizens and other Town employees.
- (c) Understand and apply basic mathematical principles.

- (d) Apply common sense understanding in carrying out detailed but uninvolved written oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.
- (e) Develop and maintain good working relationships with the general public and other employees.

SPECIAL REQUIREMENTS

TOOLS AND EQUIPMENT USED

Mowing equipment, spreading equipment, trimming and pruning equipment, and other equipment commonly used in grounds keeping activities.

PHYSICAL DEMANDS

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

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

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

WORK ENVIRONMENT

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

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

SELECTION GUIDELINES

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

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

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

Printed Employee Name

Employee Signature

Superintendent

Operations Director

Effective Date: _____

**TOWN OF CEDAR LAKE
POSITION DESCRIPTION
PROGRAM INSTRUCTOR**

CLASS TITLE: Program Instructor
DEPARTMENT: Parks and Recreation Department
DIVISION: Parks

GENERAL PURPOSE

The purpose of this position is to provide a specific service/program/class to program participants. Programs to include youth support, teen activities, senior citizen activities, family activities and park-centered programs.

SUPERVISION RECEIVED

The work is performed under the direction of the Recreation Coordinator

SUPERVISION EXERCISED

As directed by the Superintendent of Parks and Recreation and Recreation Coordinator.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Provide courteous and expeditious customer service to all class/program participants.
2. Facilitate, organizes, leads, teaches, and conducts all scheduled programs for a session or "drop-in" period.
3. Plans, coordinates and implements a specific service or program.
4. Observes safety precautions; correct minor safety problems; conduct activities in a safe manner; maintain discipline at indoor and outdoor recreation areas.
5. Routinely adheres to and maintains a positive attitude towards town and department goals; and performs related work as required.
6. Maintains an accurate and current listing of all participants, provide a program report.

PERIPHERAL DUTIES

Provide program promotion via various sources.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience:

- (a) High school diploma or GED equivalent with experience and knowledge in specific program.
- (b) Must be 18 years of age

Necessary Knowledge, Skills and Abilities:

Knowledge of:

- (a) Techniques for organizing group social, recreational, and athletic activities.
- (b) Rules and techniques of sports competition, games, arts, crafts, drama, social and other cultural activities.
- (c) Recreation facility safety condition and hazardous areas or conditions.
- (d) Basic mathematical principals.
- (e) Leadership qualities and techniques.
- (f) First aid methods and necessary safety precautions against physical and other hazards.
- (g) Objectives of public recreation and methods of enlisting support.

Skill in:

- (a) Teaching rules and procedures of specified program.
- (b) Organizing and overseeing small and/or large groups.
- (c) Planning and coordinating projects.
- (d) Demonstrating various program techniques.

Ability to:

- (a) Work varied shifts.
- (b) Maintain records.
- (c) Receive coin and currency and make correct change.
- (d) Perform basic mathematical calculations.
- (e) Participate in organizing and implementing recreation program activities.
- (f) Learn and enforce site safety rules and regulations.
- (g) Respond quickly and effectively in an emergency situation.
- (h) Solve minor disciplinary problems.
- (i) Respond to requests or inquiries for the general public.
- (j) Understand and follow oral and written instructions.
- (k) Establish and maintain effective working relationships with those contacted in the course of work.

TOOLS AND EQUIPMENT USED

Provide equipment needed to perform specified program. Personal computer, including word processing software; calculator; copy and facsimile machine; telephone; mobile or portable radio.

PHYSICAL DEMANDS

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

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

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

WORK ENVIRONMENT

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

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

SELECTION GUIDELINES

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

**TOWN OF CEDAR LAKE
POSITION DESCRIPTION
RECREATION AIDE**

CLASS TITLE: Recreation Aide
DEPARTMENT: Parks and Recreation Department
DIVISION: Parks

GENERAL PURPOSE

The purpose of this position is to leads a variety of recreational programs to include youth support, teen activities, senior citizen activities, and park-centered programs.

SUPERVISION RECEIVED

The work is performed under the direction of the Recreation Coordinator.

SUPERVISION EXERCISED

As directed by the Recreation Coordinator.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Provide courteous and expeditious customer service to the general public and town department staff.
2. Organize, lead, teach, and conduct recreation activities such as, arts and crafts, games, team sports, dancing, drama, community singing, and informal musical activities in the parks.
3. Assists in planning, coordinating and scheduling youth sports leagues, tournaments, shows, socials, dances, excursions, exhibits, special events, and continuing programs, and comprehensive recreation programs for all ages.
4. Coaches and referees athletic competitions and games.
5. Observe safety precautions; correct minor safety problems; conduct activities in a safe manner; maintain discipline at indoor and outdoor recreation areas.
6. Routinely adheres to and maintains a positive attitude towards town and department goals; and performs related works as required.
7. Maintain inventory control on all games and equipment; maintain an accurate and current listing of users.

PERIPHERAL DUTIES

Assists staff in the performance of their duties as required.

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

DESIRED MINIMUM QUALIFICATIONS

Education and Experience:

- (a) High school student, diploma or GED equivalent with experience in recreation or related activities.
- (b) Must be 16 years of age

Necessary Knowledge, Skills and Abilities:

Knowledge of:

- (a) Techniques for organizing group social, recreational, and athletic activities.
- (b) Rules and techniques of sports competition, games, arts, crafts, drama, social and other cultural activities.
- (c) Recreation facility safety condition and hazardous areas or conditions.
- (d) Basic mathematical principals.
- (e) Leadership qualities and techniques.
- (f) First aid methods and necessary safety precautions against physical and other hazards.
- (g) Objectives of public recreation and methods of enlisting support.

Skill in:

- (a) Teaching rules and procedures of various arts, crafts, sports, and games.
- (b) Organizing and overseeing large groups.
- (c) Planning and coordinating projects.
- (d) Demonstrating various arts and crafts techniques.

Ability to:

- (a) Work varied shifts.
- (b) Maintain records.
- (c) Receive coin and currency and make correct change.
- (d) Perform basic mathematical calculations.
- (e) Participate in organizing and implementing recreation program activities.
- (f) Learn and enforce site safety rules and regulations.
- (g) Respond quickly and effectively in an emergency situation.
- (h) Solve minor disciplinary problems.
- (i) Respond to requests or inquiries for the general public.
- (j) Understand and follow oral and written instructions.
- (k) Establish and maintain effective working relationships with those contacted in the course of work.

TOOLS AND EQUIPMENT USED

Personal computer, including word processing software; calculator; copy and facsimile machine; telephone; mobile or portable radio.

PHYSICAL DEMANDS

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

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

The employee must occasionally lift and/or move up to fifty (50)-pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

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

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

SELECTION GUIDELINES

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

CEDAR LAKE PARKS & RECREATION DEPARTMENT MEMO

June 14, 2023

Mindi Buchler, Superintendent of Parks & Recreation

Hello! I have been tasked with updating the job descriptions for Cedar Lake Parks Department. In addition to the provided updated job descriptions, you will also find a summary of the changes made for each position and a departmental organization chart. I hope this information will assist in your review.

Kindly, Mindi Buchler

Maintenance Positions

1. Maintenance Foreman

- a. This was a brand-new job description created to match the salary ordinance that was approved before my arrival.
- b. Created mirroring the Full-Time Open Space Groundskeeper position to include supervisory roles.

2. Full-Time Park Maintenance Crew Worker (Open Space Groundskeeper)

- a. The title was updated to reflect standard park maintenance positions
- b. CDL class B requirements have been omitted
- c. Lifting requirements changed to a more manageable 50 lbs. instead of 100 lbs.
- d. Equipment changed from riding mowers to zero-turn mowers

3. Part-Time Park Maintenance Crew Worker

- a. Created mirroring the full-time position for a part-time capacity
- b. Equipment changed from riding mowers to zero-turn mowers

4. Seasonal Park Maintenance Crew Worker

- a. Created to incorporate seasonal/temporary hiring of 16-year old's
- b. Equipment changed from riding mowers to zero-turn mowers

Recreation & Assistant Roles

1. Recreation Coordinator

- a. Updated reporting supervisor
- b. Removed roles that now fall under the Superintendent of Parks & Recreation
- c. Removed athletic condition and ability to participate in active sport & recreational activities

CEDAR LAKE PARKS & RECREATION DEPARTMENT MEMO

June 14, 2023

Mindi Buchler, Superintendent of Parks & Recreation

2. Recreation Leader & Recreation Aides

- a. Updated reporting supervisor to Recreation Coordinator

Recreation & Assistant Roles

3. Fitness Instructor

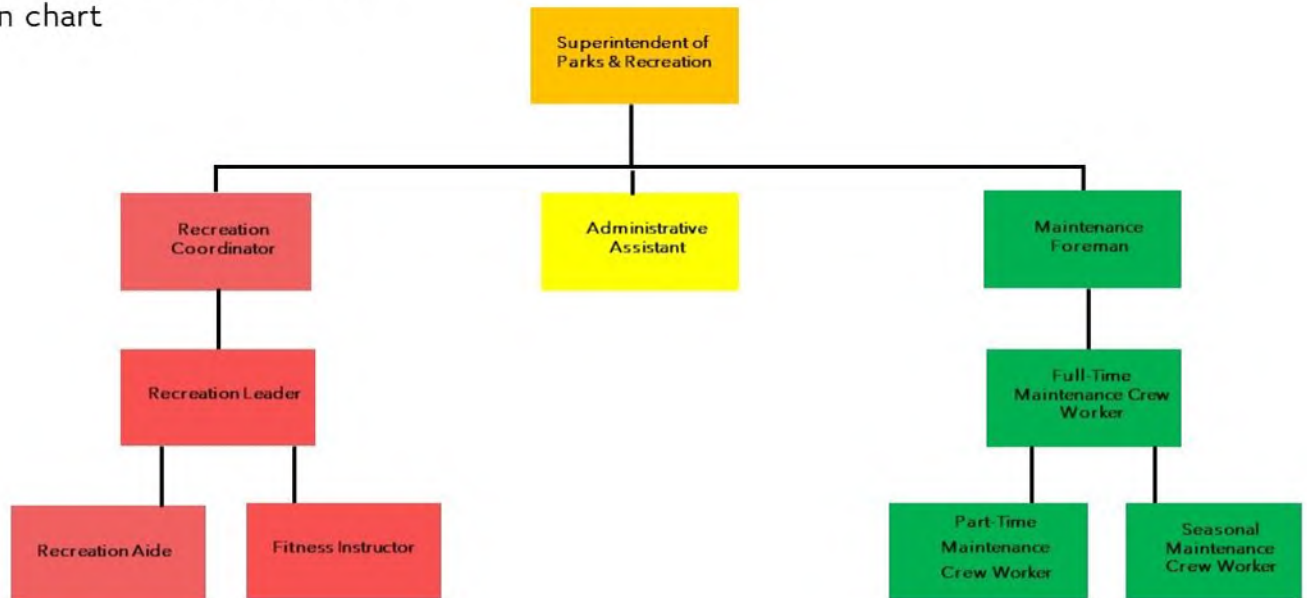
- a. Updated reporting supervisor
- b. Changed department to parks

4. Administrative Assistant

- a. To include the use of recreation software

CEDAR LAKE PARKS

Organization chart





Schererville Banking Center
141 West Lincoln Highway
Schererville, Indiana 46375
219.865.4300

July 1, 2023


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

Gentlemen:

Peoples Bank, at the request of our applicant, Cedar Lake Storage LLC, has provided its Irrevocable Standby Letter of Credit No. [REDACTED] ("Credit") in your favor, which is attached hereto, in the amount of Seven Thousand Seven Hundred and 00/100 Dollars (\$7,700.00), dated July 1, 2023, in your favor.

This will certify that Ivy McMurtrey, Vice President, 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.

Sincerely,


[REDACTED]
Gregory Bracco, SVP
Chief Business Banking Officer

Attachment: Letter of Credit No. [REDACTED]

GB/ns



Schererville Banking Center
141 West Lincoln Highway
Schererville, Indiana 46375
219.865.4300

IRREVOCABLE 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: imcmurtrey@ibankpeoples.com

BENEFICIARY:

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

Telephone: 219-374-7400

APPLICANT:

Cedar Lake Storage LLC
9019 W. 133rd Avenue
Cedar Lake, IN 46303

PROPERTY DESCRIPTION:

9019 W. 133rd Avenue
Cedar Lake, IN 46303

Irrevocable Standby Letter of Credit No:

[REDACTED]

Total Amount: \$7,700.00

Issuance Date: July 1, 2023

Expiration Date: July 1, 2024

Ladies and Gentlemen:

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

\$7,700.00

Undertaking. The 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 Irrevocable Standby Letter of Credit Regarding Cedar Lake Storage 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 Cedar Lake Storage LLC**", in the form attached as **EXHIBIT B**. Beneficiary shall present any such agreed "Letter of Credit Reduction Approvals for Cedar Lake Storage 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 July 1, 2024.

Peoples Bank Irrevocable Standby Letter of Credit No. [REDACTED]

July 1, 2023

Page 3

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

Sincerely,

PEOPLES BANK
[REDACTED]

By: Ivy McMurtrey
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 Irrevocable Standby Letter of 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 _____ DAY OF JULY, 2023

ISSUER: PEOPLES BANK

Sincerely,

A solid black rectangular box used to redact the signature of the undersigned.

By: Ivy McMurtrey
VP, Business Banker

EXHIBIT A
SIGHT DRAFT FOR IRREVOCABLE STANDBY LETTER OF CREDIT
REGARDING CEDAR LAKE STORAGE LLC

DATE: _____

RE: IRREVOCABLE STANDBY LETTER OF CREDIT No.: [REDACTED]

APPLICANT: Cedar Lake Storage LLC
9019 W. 133rd Avenue
Cedar Lake, IN 46303

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

BENEFICIARY: Town of Cedar Lake
Town Council
7408 Constitution Avenue
Cedar Lake, IN 46303

This Sight Draft is a demand for payment presented by the Beneficiary under the above-referenced Letter of Credit for the amount of \$_____, which constitutes a full/partial payment of the funds available to the Beneficiary under the Letter of 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 construct and complete the infrastructure, 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, or 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

TOWN OF CEDAR LAKE

By: _____
Name: _____

Title: _____

EXHIBIT B
LETTER OF CREDIT REDUCTION APPROVAL FOR
CEDAR LAKE STORAGE LLC

DATE: _____

RE: IRREVOCABLE STANDBY LETTER OF CREDIT: *(hereinafter, Credit)*

Number: [REDACTED]
Date of Issuance: July 1, 2023
Current Total Amount: \$7,700.00
Current Expiration Date: July 1, 2024

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

APPLICANT: Cedar Lake Storage LLC
9019 W. 133rd Avenue
Cedar Lake, IN 46303

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

BENEFICIARY: Town of Cedar Lake
Town Council
7408 Constitution Avenue
Cedar Lake, IN 46303

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 Credit for Cedar Lake Storage LLC. Issuer is hereby authorized to reduce the Current Total Amount of the above-referenced Credit as indicated by the attached Worksheet.

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

Town of Cedar Lake (Beneficiary)

NAME OF TOWN ENGINEER

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Cedar Lake Storage LLC (Applicant)

By: _____
Name: _____
Title: _____

EXHIBIT B (Continued)

**WORKSHEET FOR REVISED AMOUNT OF IRREVOCABLE STANDBY LETTER OF CREDIT
FOR CEDAR LAKE STORAGE LLC**

Applicant has requested the following reduction(s) in the amount of the above-referenced Irrevocable Standby Letter of Credit (*hereinafter*, Credit). 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).

Credit Reduction Request #: _____

Original Credit Amount: \$7,700.00

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

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

| Item of Improvement | Original Cost Estimate | Previous Credit Reductions | Amount of New Credit Requested Reduction | Credit Amount after New Requested Reduction |
|------------------------|------------------------|----------------------------|--|---|
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| | | | | |
| | | | | |
| 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: Cedar Lake Storage LLC
9019 W. 133rd Avenue
Cedar Lake, IN, 46303

Accepting the Performance Letter of Credit for Cedar Lake Storage LLC Public Improvements.

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

RESIDENTIAL LEASE/RENTAL AGREEMENT

This RESIDENTIAL LEASE/RENTAL AGREEMENT (hereinafter referred to as this "Agreement") is entered into this ____ day of _____, 2023, by and between the TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, by its duly elected TOWN COUNCIL, as Legislative Body (hereinafter referred to as "TOWN"), and _____ (hereinafter referred to as "LESSEE").

RECITALS

WHEREAS, the TOWN is the owner of Monastery Woods Clubhouse and Park, which specifically includes the residential unit located in the Clubhouse located thereon (hereinafter referred to as "Premises"); and

WHEREAS, the TOWN is duly authorized by applicable Indiana Code provisions to enter into contracts and leases for real property owned by the TOWN; and

WHEREAS, the TOWN has the authority to operate and maintain the Premises, to enter into a lease agreement for the occupation of the Premises, and to receive rent payments pursuant to any such lease agreement; and

WHEREAS, the Parties, in order to guard against potential conflicts, problems, or disagreements, fully agree to the terms set forth hereafter in this Agreement, whereby the LESSEE agrees to rent, and the TOWN agrees to lease, the residential unit on the described Premises.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals, the terms and covenants of this Agreement, and other valuable consideration, the receipt of which is acknowledged, the Parties hereby agree as follows:

1. **TERM**: The term of this Agreement shall be one (1) year. Either Party may terminate the lease by delivering to the other Party a written Notice to Quit thirty (30) days or more before the end of the term herein. This Agreement is not automatically renewable.

2. **POSSESSION**: LESSEE will be given possession of the Premises upon execution of this Agreement and will continue in such possession during the term hereof.

3. **RENT**: Rent is due on the first (1st) day of each month at a rate of \$ 650.00 per month during the term of this Agreement. LESSEE agrees to pay a fee of \$35.00 for each dishonored check. Rent shall be payable at the Office of the Town Clerk-Treasurer, or such other place as the TOWN may designate. LESSEE agrees to pay a late fee of \$50.00 if rent is not paid by the 5th day of the month. An additional charge of \$10.00 per day will be charged on the 10th of the month, and each day thereafter, until the rent is paid in full for that month.

In addition to the rent required to be paid hereunder, LESSEE agrees to pay a security deposit in the amount of \$ N/A. This security deposit shall not be considered a rent payment and shall

be treated and handled in conformance with Indiana statutory and case law existing at the time of entry into the Agreement.

4. REPAIRS AND MAINTENANCE:

a. TOWN's Obligation: The TOWN agrees, at TOWN's sole expense, to make all major repairs necessary to keep in good repair and working order (except to the extent damaged by Lessee's fault): (a) all structural portions of the Premises, including (without limitation) foundations, walls, floors, stairways, roof and exterior portions thereof; and (b) all electrical, gas, water, central heating, central air conditioning, and plumbing equipment and appliances, and any other equipment and appliances furnished by the TOWN under this Agreement. The TOWN will make repairs required by this Agreement with reasonable promptness after receipt of written or verbal notice of LESSEE, and the TOWN shall make contact with all repair service providers for such repairs.

b. LESSEE's Obligations: LESSEE agrees (a) to keep, at LESSEE's expense, the Premises in a clean, sightly and healthful condition, and (b) to make, at LESSEE's expense, all minor repairs which are necessary to maintain the Premises in good repair and condition; (c) to comply with all statutes and ordinances concerning the maintenance and repair of the Premises; and (d) to surrender the Premises at the expiration of this Agreement in as good repair and condition as existed at the date of execution of this Agreement, reasonable wear and tear excepted. LESSEE will also be responsible for paying for any and all damages or repairs caused by LESSEE's negligence or abuse (i.e. holes and walls, damage carpet, etc.).

c. TOWN's Right to Perform LESSEE's Obligations: In the event that LESSEE fails to perform LESSEE's obligations under this Agreement, the TOWN, or TOWN's agents, may perform such obligations on behalf of LESSEE. In addition to the rent hereby reserved, LESSEE shall pay the TOWN, upon demand, the expenses that the TOWN incurred in performing LESSEE's obligations.

d. TOWN's Right to Enter Premises: The TOWN, or TOWN's agents, shall have the right to enter the Premises (without causing or constituting a termination of this Agreement or interference with LESSEE's possession), at all reasonable times for the purposes of showing the Premises to prospective buyers or lessees, examining its condition or use, and performing the TOWN's obligations (pursuant to Subsection 5(a)) and LESSEE's obligations (pursuant to Subsection 5(c)).

e. ALTERATIONS: Without the TOWN's prior written consent, LESSEE shall make no alteration of or addition to the Premises, including (without limitation) painting, wallpapering, and carpeting. The TOWN's decision to refuse such consent shall be conclusive. In the event that the TOWN agrees to give such consent, LESSEE shall be solely responsible for the costs of such alteration or addition and shall protect, indemnify and hold the TOWN harmless against: (a) any lien for labor or material furnished, (b) any claim which any subcontractor, lessor

of equipment, journeyman or laborer may have under law against an owner of real property for services, material or machinery, and (c) any liability for personal injury or damage to property associated in any way with any alteration or addition. The TOWN may also require LESSEE to furnish security, insurance, or other assurance as the TOWN may reasonably require to protect the TOWN against the liens, claims and liabilities described herein, and to assure that the work will be performed in a lawful and workmanlike manner and with proper materials.

Upon the termination of this Agreement, or when LESSEE abandons, quits, or vacates the Premises, whichever shall first occur, any alteration or addition made pursuant to this Section shall become the TOWN's property, and shall remain upon the Premises, all without compensation, allowance, or credit to LESSEE. LESSEE shall repair any damage to the Premises caused by LESSEE or LESSEE's agents in removing any property therefrom.

5. **SUBLET/ASSIGNMENT:** LESSEE may not sublet the Premises or assign this Agreement without the prior written consent of the TOWN.

6. **FIRE AND CASUALTY:** In the event that the Premises become uninhabitable by reason of fire, explosion, or by other casualty, the TOWN may, at its option, terminate this Agreement or, in the alternative, repair the damages within thirty (30) days. In the event that the TOWN does not elect to make said repairs within the allotted time, or if the Premises are fully destroyed, this Agreement is terminated. In the event that the TOWN elects to repair the damage, rent shall be abated and prorated from the date of the fire, explosion, or other casualty to the date of re-occupancy, provided that during repairs, LESSEE has vacated and removed his/her personal possessions as required by the TOWN. The date of re-occupancy shall be the date of notice to the LESSEE that the Premises are ready for re-occupancy.

7. **NO HOLD OVER:** LESSEE shall deliver possession of the Premises in good order and repair to the TOWN upon termination or expiration of this Agreement.

8. **RIGHT OF ACCESS:** The TOWN shall have the right of access to the Premises for inspection and repair or maintenance during reasonable hours. In case of emergency, the TOWN may enter at any time to protect life and prevent damage to the Premises.

9. **USE:** The Premises shall be used for Residential purposes only and shall be occupied only by the persons named in the space provided therefore on the last page of this Agreement. An individual residing on the Premises who is not a signator of this Agreement and/or duly named in this Agreement, will be sufficient grounds for termination of this Agreement. The residential unit shall be used so as to comply with federal, state, county and municipal laws and ordinances. The LESSEE shall not use the residence, or permit it to be used, for any disorderly or unlawful purpose.

10. **PROPERTY LAWS:** The TOWN shall not be liable for damages to LESSEE's property of any type for any reason or cause whatsoever, except where such is due to the TOWN's gross negligence. LESSEE acknowledges that he/she is aware that LESSEE is responsible for obtaining any desired insurance for fire, theft, liability, and the like, on personal possessions, family, and guests.

11. **DEFAULT:** LESSEE shall be deemed in default of this Agreement if (1) LESSEE fails to pay the full amount of any installment of rent on or before the date when it is due and payable; (2) LESSEE does not correct any failure to observe or perform any provision of this Agreement for thirty (30) days after the TOWN has given LESSEE notice of the nature of LESSEE's failure; (3) LESSEE files a petition in bankruptcy or for an arrangement under any present or future federal or state bankruptcy law, or is adjudicated a bankrupt or insolvent; or (4) LESSEE abandons, quits, or vacates the Premises.

12. **REMEDIES:** In the event that LESSEE is in default of this Agreement, the TOWN shall automatically and immediately have the right to commence legal proceedings against the LESSEE for removal of LESSEE from Premises, for collection of all rent owed by LESSEE, damages caused by LESSEE, and expenses paid by the TOWN that are LESSEE's responsibility under this Agreement, and all other remedies allowed by applicable law. Expenses of any such legal proceedings shall be paid by LESSEE, including, but not limited to, damages, court costs, and attorney fees.

13. **FAILURE OF TOWN TO ACT:** Any failure of the TOWN to insist upon compliance with the terms of this Agreement shall not constitute a waiver of any remedy to a violation by LESSEE.

14. **REMEDIES CUMULATIVE:** All remedies under this Agreement or by law or equity shall be cumulative. If a suit for any breach of this Agreement establishes a breach or default by LESSEE, then LESSEE shall pay to the TOWN all expenses incurred in connection therewith, including, but not limited to, court costs and attorney fees.

15. **INDEMNIFICATION, WAIVER AND RELEASE:** LESSEE will indemnify and release the TOWN, its agents and its employees, and hold the TOWN, its agents, and its employees, harmless from any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), losses, liabilities, judgments and expenses (including, without limitation, attorney fees and court costs) incurred in connection with or arising from (a) the use or occupancy of the Premises by LESSEE or any person claiming under LESSEE; (b) any activity, work, or thing, done or permitted or suffered by LESSEE; (c) any acts, omissions, or negligence of LESSEE, or any person claiming under LESSEE, or the contractors, agents, employees, invitees, or visitors of LESSEE or any such person; (d) any breach, violation, or nonperformance by LESSEE, any person claiming under LESSEE or the employees, agents, contractors, invitees, or visitors of LESSEE, or any such person of any term, covenant, or provision of this Agreement or any law, ordinance, or governmental requirement of any kind; (e) (except for loss of use of all or any portion of the Premises or LESSEE's property located within the Premises which is proximately caused by or results proximately from the gross negligence of the TOWN), any injury or damage to the person, property, or business of LESSEE, its employees, agents, contractors, invitees, visitors, or any other person entering upon the Premises under the express or implied invitation of LESSEE. If any action or proceeding is brought against the TOWN, its employees, or agents by reason of any such claim, LESSEE, upon notice from the TOWN, will defend the claim at LESSEE's expense with counsel reasonably satisfactory to the TOWN.

16. **ABANDONMENT:** In the event that the LESSEE removes or attempts to remove property from the Premises, other than in the usual course of continuing occupancy, without having first paid the TOWN monies due, the Premises may be considered abandoned, and the TOWN shall have the right, without notice, to store, and thereafter, dispose of any property left on the Premises by LESSEE. The TOWN shall also have the right to store, and thereafter dispose of, any of LESSEE's property remaining on the Premises after the termination of this Agreement.

17. **MORTGAGEE'S RIGHTS:** LESSEE's rights under this Agreement shall at all times be automatically junior, subordinate, and subject to any deed to secure debt which is now or shall hereafter be placed on the Premises of which the residence is a part. If requested, LESSEE shall promptly execute any Certificate or other document that the TOWN may request to specifically implement the subordination of this paragraph.

18. **MISCELLANEOUS:**

a. **Notices:** All notices required to be given in writing under the terms of this Agreement shall be either personally delivered or mail via certified or registered mail, postage prepaid, return receipt requested, and shall be sent to the following addresses for each respective party:

TOWN:

Town of Cedar Lake
P.O. Box 707
Cedar Lake, IN 46303
Attn: Clerk-Treasurer &
Town Manager

LESSEE:

9800 W. 129th Avenue
Cedar Lake, IN 46303

b. **Interpretation:** This Agreement shall be construed as if prepared by all Parties. This Agreement shall be construed and governed by the laws of the State of Indiana.

c. **Headings:** The headings and captions in this Agreement are for convenience and ease of reference only, and shall not be issued to construe, interpret, expand, or limit the terms of this Agreement.

19. **ENTIRE AGREEMENT:** This Agreement, as well as any attached addenda, constitutes the entire Agreement between the parties, and no oral statement shall be binding between them. It is the intention of the Parties herein that if any part of this Agreement is found to be invalid, for any reason, such invalidity shall not void the remainder of this Agreement.

20. **PUBLIC ACTION:** Entry into this Agreement has been approved by affirmative action of the Town Council of the Town of Cedar Lake, Lake County, Indiana, at a Public Meeting of its Town Council, after motion duly made and seconded, by a vote of ____ in favor and ____ against, on the ____ day of _____, 2023, and whereby the Town Council President was directed to execute the same, with the Clerk-Treasurer directed to attest same, and thereupon deliver the Agreement herein.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed in person on the day and year first above written.

TOWN

TOWN OF CEDAR LAKE, LAKE COUNTY,
INDIANA, a Municipal Corporation,
by its duly elected TOWN COUNCIL

LESSEE

By: _____
Richard Sharpe
Town Council President

By: _____

Printed Name

Date

Attest:

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

Date

NUMBER OF LESSEES LIVING WITHIN THE PREMISES: _____

NAMES

RELATIONSHIP

Contact Phone Numbers:

FORMAL RESIGNATION LETTER

JOSH GOVERT
12550 TALL OAKS DR
CEDAR LAKE, IN. 46303

May 22, 2023

Board of Safety
7408 Constitution Ave.
Cedar Lake, IN. 46303

Board Members, Town Council, and Town Manager,

Please accept this letter as my formal resignation from my position on the Board of Safety for the town of Cedar Lake, effective immediately.

It is with great disappointment that I am resigning, my other commitments have become too extensive for me to continue to fulfill the requirements of my position with the Board. I feel it is best for me to allow someone who has the time and energy to devote to this position. It has been a pleasure serving the community with each of you and I have no doubt that the Board will continue successes in the future. I have thoroughly enjoyed sitting on the Board of Safety and appreciate all the opportunities you have afforded me.

If I can be of any assistance during the transitional period, please do not hesitate to contact me.

Best regards,


Josh Govert

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

This Town of Cedar Lake Firefighter/Emergency Medical Technician (“EMT”)/Paramedic Training Reimbursement Agreement (hereinafter “Agreement”) is made and entered into this 20 day of June, 2023, by and between the TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, by and through its duly appointed Town Council (hereinafter collectively referred to as “Town”) and Todd Konradi (hereinafter referred to as “Applicant”).

RECITALS

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

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

WHEREAS, the Town makes a substantial investment of time and money in providing for the equipment and training of newly hired Firefighters/EMTs/Paramedics to the Cedar Lake Fire Department; and

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

WHEREAS, it has become more prevalent, with the advent of the transfer of pension rights pursuant to statute, for a sworn Firefighter/EMT/Paramedic to leave the Town Fire Department and the municipal entity which has provided for his/her training prior to serving on such Fire Department for a reasonable period of time.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

COVENANTS

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

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

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

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

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

- a. the greater of the actual expenses incurred by the Town, including salary, expenses, uniforms, school, training and equipment, and any and all other expenses incurred by the Town, or the sum of Ten Thousand Dollars (\$10,000.00), as agreed upon liquidated damages for training and/or equipment, in the event that said Applicant terminates his/her employment with the Town within the first sixty (60) months subsequent to the accepting employment as a Firefighter/EMT/Paramedic for the Town and said Applicant, while employed by the Town, has started or completed training at any

Firefighter, Paramedic, and/or Emergency Medical Technician School at the Town's expense; or

b. the greater of the actual expenses incurred by the Town, including salary, expenses, uniforms, school, training and equipment, and any and all other expenses incurred by the Town, or the sum of Three Thousand Five Hundred Dollars (\$3,500.00), as agreed upon liquidated damages for training and/or equipment, in the event that said Applicant terminates his/her employment with the Town within the first sixty (60) months subsequent to the accepting employment as a Firefighter/EMT/Paramedic for the Town and said Applicant, while employed by the Town, has not yet started training at any Firefighter, Paramedic, and/or Emergency Medical Technician School, or has completed the same at his/her own expense, or the expense of another.

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

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

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

7. The exceptions set forth in Paragraph 4 above shall not apply in the event that the Town determines, in its sole discretion, that there is substantial evidence that the Applicant would have otherwise been dismissed from his/her employment as a Firefighter/EMT/Paramedic for the

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

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

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

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

- a. Physical agility test;
- b. Oral interview with the Town Fire Chief and/or his/her designated representative;
- c. Extensive background search;
- d. Psychological test;
- e. Any other testing procedures as may be required by the Town.

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

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

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

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

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

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

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

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

18. This Agreement has been approved by the Cedar Lake Town Council by an affirmative vote of ___ in favor and ___ against during duly noticed regular public meeting held on the ____ day of _____, 20 __, and whereby the Town Fire Chief has been authorized and directed to enter into said Agreement on behalf of the Town.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 20 __,

[SIGNATURES ON FOLLOWING PAGE]

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

By: _____
Fire Chief (signature)

Printed Name

Date Signed

Approved: _____
Town Council President

Approved _____
Town Clerk-Treasurer

APPLICANT

By: _____
Applicant (signature)

Printed Name

Date Signed

Date

Date



June 9, 2023

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

Attention: Jennifer Sandberg – Clerk-Treasurer

Subject: Stage 2 – Cedar Lake Dredging
Pay Request No. 1
(CBBEL Project No. 220178)

Dear Town Council Members:

Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Pay Request #1 in the amount of \$434,250.00 submitted by Dredge America, Inc. dated May 22, 2023. Based on the completed and observed work to date, CBBEL recommends payment in the following amount:

| Total Improvements: | This Estimate | To Date |
|----------------------------|----------------------|----------------|
| Value of Work Completed: | \$482,500.00 | \$482,500.00 |
| Less Retainage: | \$48,250.00 | \$48,250.00 |
| | | |
| Balance: | \$434,250.00 | \$434,250.00 |
| Less Previous Payments: | n/a | n/a |
| | | |
| Amount Due This Payment: | \$434,250.00 | n/a |

Please find attached copies of Invoice #1 from Dredge America, Inc. and the Pay Estimate #1 Report from CBBEL. A partial waiver of lien will be required with the next pay application.

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

Sincerely,

A black rectangular redaction box covering a signature.

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

Encl.: As noted.

cc: Chris Salatas – Town Manager
Margaret Abernathy – Town Administrative Assistant
Sam Robinson – Dredge America
Brad Miller – Dredge America
TJ Gordan – CBBEL

P:\Cedar Lake\220178 - SDF Construction Observation\Stage 2 Pay Apps\#1\Dredge CBBEL Pay App Review #1_060923.docx

TOWN OF CEDAR LAKE, IN
CEDAR LAKE DREDGING

CONTRACTOR: Dredge America, In.
DATE: 6/9/2023
ESTIMATE NO. 1
PROJECT: Cedar Lake Dredging
PROJECT #: 220178

CBBEL PAY ESTIMATE REPORT

| ITEM | DESCRIPTION | CONTRACT QUANTITY | UNIT OF MEASURE | UNIT PRICE | CONTRACT COST | QUANTITY THIS INVOICE | AMOUNT THIS INVOICE | QUANTITY TO DATE | PERCENT UTILIZED | CONTRACT AMOUNT TO DATE |
|------|--|-------------------|-----------------|---------------|-----------------|-----------------------|----------------------|------------------|------------------|-------------------------|
| 1 | MOBILIZATION AND DEMOBILIZATION | 1 | LS | \$ 675,000.00 | \$ 675,000.00 | 0.70 | \$ 472,500.00 | 0.70 | 70.0% | \$ 472,500.00 |
| 2 | CONSTRUCTION ENGINEERING | 1 | LS | \$ 100,000.00 | \$ 100,000.00 | 0.10 | \$ 10,000.00 | 0.10 | 10.0% | \$ 10,000.00 |
| 3 | AS-BUILT SURVEY | 1 | LS | \$ 100,000.00 | \$ 100,000.00 | 0.00 | \$ - | 0.00 | 0.0% | \$ - |
| 4 | OPERATION, MAINTENANCE, MONITORING, TESTING OF THE SDF | 1 | LS | \$ 100,000.00 | \$ 100,000.00 | 0.00 | \$ - | 0.00 | 0.0% | \$ - |
| 5 | DREDGING SEDIMENT | 500,000 | CYS | \$ 10.00 | \$ 5,000,000.00 | 0.00 | \$ - | 0.00 | 0.0% | \$ - |
| | | | | | | TOTAL | \$ 482,500.00 | TOTAL | | \$ 482,500.00 |

Awarded Contract Value: \$ 5,975,000.00
Current Contract Value: \$ 5,975,000.00
Current Awarded CO Value: --
Projected Total CO's Value: --

Percent Complete (Awarded): 8.08%
Percent Complete (Current): 8.08%

| | |
|-----------------------------|----------------------|
| ORIGINAL CONTRACT | \$ 5,975,000.00 |
| TOTAL CHANGE ORDERS | -- |
| REVISED CONTRACT | -- |
| COMPLETED TO DATE | \$ 482,500.00 |
| RETAINAGE | \$ 48,250.00 |
| TOTAL EARNED LESS RETAINAGE | \$ 434,250.00 |
| LESS PREVIOUS REQUESTS | \$ - |
| CURRENT AMOUNT DUE | \$ 434,250.00 |

Dredge America, Inc.9555 NW Highway N
Kansas City, MO 64153

(816) 330-3100

INVOICE**SOLD TO:**Town of Cedar Lake
P.O. Box 707
7408 Constitution Avenue
Cedar Lake, IN 46303**SHIPPED TO:**Cedar Lake
Cedar Lake, IN 46303

| | |
|-------------------|---------------|
| INVOICE NUMBER | 3259 |
| INVOICE DATE | May 22, 2023 |
| PURCHASE ORDER NO | |
| ORDERED BY | |
| TERMS | NET 45 |
| DUE DATE | June 11, 2023 |

| ITEM NO | DESCRIPTION OF WORK | CURRENT QUANTITY | UNIT PRICE | WORK COMPLETED PREVIOUS APPLICATION | WORK COMPLETED CURRENT APPLICATION |
|-----------|---|------------------|---------------|-------------------------------------|------------------------------------|
| | Dredging Improvements to Cedar Lake, Lake County, IN | | | | |
| 1 | Mobilization/Demobilization | 0.7 | \$675,000.00 | \$ - | \$ 472,500.00 |
| 2 | Construction Engineering | 0.1 | \$100,000.00 | \$ - | \$ 10,000.00 |
| 3 | As-Built Survey | 0.00 | \$100,000.00 | \$ - | \$ - |
| 4 | Operation, Maintenance, Monitoring & Testing of the SDF | 0.00 | \$100,000.00 | \$ - | \$ - |
| 5 | Dredging Sediment | 0.00 | \$ 10.00 | \$ - | \$ - |
| | | | Totals | \$ - | |
| SUBTOTAL | | | | | \$ 482,500.00 |
| RETAINAGE | | | | | (48,250.00) |
| SALES TAX | | | | | 0.00 |
| | | | | | \$434,250.00 |

| | | |
|--|--|------------------------|
| DIRECT ALL INQUIRIES TO: Keely Brock (816) 330-3100 email: keely@dredgeamerica.com | ELECTRONIC PAYMENT INSTRUCTIONS: Dredge America, Inc. Wells Fargo Acct #8435227361 Routing #101089292 | PAY THIS AMOUNT |
|--|--|------------------------|

THANK YOU FOR YOUR BUSINESS!

SCHEDULE OF VALUES



Cedar Lake, IN
Dredging Improvements to Cedar Lake, Lake County, IN

APPLICATION NO.: **1**
APPLICATION DATE: **05/22/23**

INVOICE NO.: **1**

| ITEM NO. | DESCRIPTION OF WORK | UNIT | ESTIMATED QUANTITY | UNIT PRICE | EXTENDED AMOUNT | WORK COMPLETED | | MATERIALS PRESENTLY STORED | TOTAL COMPLETED AND STORED TO DATE | % COMPLETED* | BALANCE TO FINISH | Retainage Total |
|------------------------|--|------|--------------------|---------------|-----------------|----------------------------|---------------|----------------------------|------------------------------------|--------------|-------------------|-----------------|
| | | | | | | FROM PREVIOUS APPLICATIONS | THIS PERIOD | | | | | 10% |
| BASE CONTRACT PRICES | | | | | | | | | | | | |
| Phase 1 | | | | | | | | | | | | |
| 1 | Mobilization/Demobilization | LS | 1 | \$ 675,000.00 | \$ 675,000.00 | \$ - | \$ 472,500.00 | \$ - | \$ 472,500.00 | 70% | \$ 202,500.00 | \$ 47,250.00 |
| 2 | Construction Engineering | LS | 1 | \$ 100,000.00 | \$ 100,000.00 | \$ - | \$ 10,000.00 | \$ - | \$ 10,000.00 | 10% | \$ 90,000.00 | \$ 1,000.00 |
| 3 | As-Built Survey | LS | 1 | \$ 100,000.00 | \$ 100,000.00 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 100,000.00 | \$ - |
| 4 | Operation, Maintneance, Monitoring, & Testing Of The SDF | LS | 1 | \$ 100,000.00 | \$ 100,000.00 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 100,000.00 | \$ - |
| 5 | Dredging Sediment | CYS | 500,000 | \$ 10.00 | \$ 5,000,000.00 | \$ - | \$ - | \$ - | \$ - | 0% | \$ 5,000,000.00 | \$ - |
| TOTAL THIS APPLICATION | | | | | \$ 5,975,000.00 | \$ - | \$ 482,500.00 | \$ - | \$ 482,500.00 | 8.08% | \$ 5,492,500.00 | \$ 48,250.00 |

| | |
|--------------------------|----------------------|
| TOTAL PAYMENT DUE | \$ 434,250.00 |
|--------------------------|----------------------|



Change Order No. _____

Date of Issuance: **6-14-23**
Owner: **Town of Cedar Lake**
Contractor: **Site Services Inc.**
Engineer: **Christopher B. Burke Engineering, LLC**
Project: **137th Avenue Improvements & Crack Seal
Maintenance Project**

Effective Date:
Owner's Contract No.: **N/A**
Contractor's Project No.: **N/A**
Engineer's Project No.: **06-0015**
Contract Name: **N/A**

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

Description: The purpose of this change order is to compensate the contractor for additional work completed due to multiple scope changes. This includes poor evaluated field conditions of a section of the 141st Ave roadway that was patched with asphalt instead of the proposed crack sealing as well as geometric changes to the 137th Ave side street radii at Highland and Doffin. This change order also represents a balance of any proposed quantities compared to actual field measured quantities installed by the contractor.

Attachments: **CO #1 Table**

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i> |
|---|--|
| Original Contract Price: \$ <u>192,296.33</u> | Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates |
| [Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____ | [Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days |
| Contract Price prior to this Change Order: \$ <u>192,296.33</u> | Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates |
| [Increase] [Decrease] of this Change Order: \$ <u>12,294.54</u> | [Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates |
| Contract Price incorporating this Change Order: \$ <u>204,590.87</u> | Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates |

| | | | | | |
|-------------------------------------|------------------------------|-----------------------------------|-----------|------------------|-----------|
| RECOMMENDED: | | ACCEPTED: | | ACCEPTED: | |
| By: _____ | By: _____ | By: _____ | By: _____ | By: _____ | By: _____ |
| Engineer (if required) | Owner (Authorized Signature) | Contractor (Authorized Signature) | | | |
| Title: <u>Construction Engineer</u> | Title: _____ | Title: <u>Project Manager</u> | | | |
| Date: <u>6-14-23</u> | Date: _____ | Date: <u>6/15/23</u> | | | |

Approved by Funding Agency (if
applicable)

By: _____ Date: _____
Title: _____

Town of Cedar Lake, Indiana
137th Ave & Crack Seal Maintenance Project

Contractor: Site Services, Inc.

(CBBEL Project No. 060015)

Change Order No. 1

Date: June 14, 2023

Summary of Adjusted Items

| Item No. | Item Description | Unit | Unit Price | Original Plan Quantity | Authorization Quantity | Revised Plan Quantity | Authorization Amount | Revised Contract Amount |
|---------------|--|------|------------|------------------------|------------------------|-----------------------|----------------------|-------------------------|
| 4 | ASPHALT MILLING, 2-IN | SYS | \$ 3.60 | 3150.00 | 423.00 | 3573.00 | \$ 1,522.80 | \$ 12,862.80 |
| 5 | CONCRETE, REMOVE | SYS | \$ 36.00 | 60.00 | 8.50 | 68.50 | \$ 306.00 | \$ 2,466.00 |
| 6 | HMA, SURFACE, TYPE B | TON | \$ 120.00 | 364.00 | 28.67 | 392.67 | \$ 3,440.40 | \$ 47,120.40 |
| 7 | HMA, WEDGE AND LEVEL, TYPE B | TON | \$ 160.00 | 20.00 | 23.64 | 43.64 | \$ 3,782.40 | \$ 6,982.40 |
| 10 | ROLLED CURB & GUTTER, CONCRETE | LFT | \$ 70.50 | 94.00 | 49.00 | 143.00 | \$ 3,454.50 | \$ 10,081.50 |
| 11 | CURB RAMP, CONCRETE, 4-IN | SYS | \$ 159.70 | 44.00 | 12.44 | 56.44 | \$ 1,986.67 | \$ 9,013.47 |
| 12 | LINE, THERMOPLASTIC, SOLID, RECESSED, WHITE, 4-IN | LFT | \$ 1.77 | 2101.00 | 302.00 | 2403.00 | \$ 534.54 | \$ 4,253.31 |
| 13 | LINE, THERMOPLASTIC, SOLID, RECESSED, YELLOW, 4-IN | LFT | \$ 1.77 | 1988.00 | 310.00 | 2298.00 | \$ 548.70 | \$ 4,067.46 |
| 14 | TRANSVERSE MARKING, THERMOPLASTIC, STOP BAR, WHITE, 24-IN | LFT | \$ 6.50 | 57.00 | -15.00 | 42.00 | \$ (97.50) | \$ 273.00 |
| 15 | TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK, WHITE, 24-IN | LFT | \$ 1.50 | 323.00 | -79.00 | 244.00 | \$ (118.50) | \$ 366.00 |
| 16 | PAVEMENT MESSAGE MARKING, WHITE, THERMOPLASTIC, "RXR", WHITE | EACH | \$ 350.00 | 1.00 | 1.00 | 2.00 | \$ 350.00 | \$ 700.00 |
| 18 | CRACK SEALING (W 141ST AVE) | SYS | \$ 1.48 | 7500.00 | -2400.00 | 5100.00 | \$ (3,552.00) | \$ 7,548.00 |
| 19 | CRACK SEALING (PARRISH AVE) | SYS | \$ 1.11 | 19000 | 123.00 | 19123 | \$ 136.53 | \$ 21,226.53 |
| TOTAL: | | | | | | | \$ 12,294.54 | |

Awarded Contract Value: \$ 192,296.33
+ Previous Change Orders Value: \$ -

= Contract Value Prior to this Change Order: \$ 192,296.33
+ Change Order 1 Value: \$ 12,294.54

= Current Contract Value: \$ 204,590.87



June 15, 2023

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

Attention: Jennifer Sandberg – Clerk-Treasurer

Subject: W. 137th Avenue Improvements & Crack Seal Maintenance
Pay Request No. 1, Final
(CBBEL Project No. 060015.0005)

Dear Town Council Members:

Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Final Pay Request # 1 in the amount of \$204,590.87 submitted by Site Services, Inc. dated June 14, 2023. Based on the completed, measured, and observed work to date, CBBEL recommends payment in the following amount:

| Total Improvements: | This Estimate | To Date |
|----------------------------|----------------------|---------------------|
| Value of Work Completed: | \$204,590.87 | \$204,590.87 |
| Less Retainage: | \$ (0.00) | \$ (0.00) |
| | | |
| Balance: | \$204,590.87 | \$204,590.87 |
| Less Previous Payments: | n/a | n/a |
| | | |
| Amount Due This Payment: | \$204,590.87 | \$204,590.87 |

Please find attached copies of the final invoice request, final waivers of lien from Site Services and their sub-contractors, along with the Pay Estimate Review Report from CBBEL for the Town's review and approval for payment.

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

Sincerely,



Thomas J. Gordon
Construction Engineer

Encl.: As noted.

cc: Chris Salatas – Town Manager
Margaret Abernathy – Town Manager Administrative Assistant
Tim Kubiak – Town Director of Operations
Don Oliphant, PE – CBBEL
Seth Wiltjer – Site Services

P:\Cedar Lake\060015 Town Engineer\00005 Town-General\2023 137th Imp. & Crack Seal Project, CCMG\Construction\Pay Apps\CCMG
137th Ave & CS Project, Pay Request #1 - CBBEL Review, 6-15-23.docx

TOWN OF CEDAR LAKE, IN
W. 137TH AVENUE IMPROVEMENTS & CRACK SEAL MAINTENANCE PROJECT

CONTRACTOR: Site Services, Inc.
DATE: 6/14/2023
ESTIMATE NO. 1 FINAL
PROJECT: West 137th Ave
PROJECT #: 060015

CBBEL PAY ESTIMATE REPORT

| ITEM | DESCRIPTION | UNIT OF MEASURE | CONTRACT QUANTITY | UNIT PRICE | CONTRACT COST | QUANTITY THIS INVOICE | AMOUNT THIS INVOICE | QUANTITY TO DATE | PERCENT UTILIZED | CONTRACT AMOUNT TO DATE |
|------|--|-----------------|-------------------|--------------|----------------------|-----------------------|----------------------|------------------|------------------|-------------------------|
| 1 | MOBILIZATION AND DEMOBILIZATION | LS | 1 | \$ 9,000.00 | \$ 9,000.00 | 1.00 | \$ 9,000.00 | 1.00 | 100.0% | \$ 9,000.00 |
| 2 | CONSTRUCTION ENGINEERING | LS | 1 | \$ 3,000.00 | \$ 3,000.00 | 1.00 | \$ 3,000.00 | 1.00 | 100.0% | \$ 3,000.00 |
| 3 | MAINTENANCE OF TRAFFIC | LS | 1 | \$ 4,000.00 | \$ 4,000.00 | 1.00 | \$ 4,000.00 | 1.00 | 100.0% | \$ 4,000.00 |
| 4 | ASPHALT MILLING, 2-IN | SYS | 3,150 | \$ 3.60 | \$ 11,340.00 | 3,573.00 | \$ 12,862.80 | 3,573.00 | 113.4% | \$ 12,862.80 |
| 5 | CONCRETE, REMOVE | SYS | 60 | \$ 36.00 | \$ 2,160.00 | 68.50 | \$ 2,466.00 | 68.50 | 114.2% | \$ 2,466.00 |
| 6 | HMA, SURFACE, TYPE B | TON | 364 | \$ 120.00 | \$ 43,680.00 | 392.67 | \$ 47,120.40 | 392.67 | 107.9% | \$ 47,120.40 |
| 7 | HMA, WEDGE AND LEVEL, TYPE B | TON | 20 | \$ 160.00 | \$ 3,200.00 | 43.64 | \$ 6,982.40 | 43.64 | 218.2% | \$ 6,982.40 |
| 8 | HMA, PATCHING, TYPE B (UNDISTRIBUTED) | TON | 420 | \$ 106.00 | \$ 44,520.00 | 420.00 | \$ 44,520.00 | 420.00 | 100.0% | \$ 44,520.00 |
| 9 | ASPHALT FOR TACK COAT | SYS | 3,150 | \$ 0.40 | \$ 1,260.00 | 3,150.00 | \$ 1,260.00 | 3,150.00 | 100.0% | \$ 1,260.00 |
| 10 | ROLLED CURB & GUTTER, CONCRETE | LFT | 94 | \$ 70.50 | \$ 6,627.00 | 143.00 | \$ 10,081.50 | 143.00 | 152.1% | \$ 10,081.50 |
| 11 | CURB RAMP, CONCRETE, 4-IN | SYS | 44 | \$ 159.70 | \$ 7,026.80 | 56.44 | \$ 9,013.47 | 56.44 | 128.3% | \$ 9,013.47 |
| 12 | LINE, THERMOPLASTIC, SOLID, RECESSED, WHITE, 4-IN | LFT | 2,101 | \$ 1.77 | \$ 3,718.77 | 2403.00 | \$ 4,253.31 | 2,403.00 | 114.4% | \$ 4,253.31 |
| 13 | LINE, THERMOPLASTIC, SOLID, RECESSED, YELLOW, 4-IN | LFT | 1,988 | \$ 1.77 | \$ 3,518.76 | 2298.00 | \$ 4,067.46 | 2,298.00 | 115.6% | \$ 4,067.46 |
| 14 | TRANSVERSE MARKING, THERMOPLASTIC, STOP BAR, WHITE, 24-IN | LFT | 57 | \$ 6.50 | \$ 370.50 | 42.00 | \$ 273.00 | 42.00 | 73.7% | \$ 273.00 |
| 15 | TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK, WHITE, 24-IN | LFT | 323 | \$ 1.50 | \$ 484.50 | 244.00 | \$ 366.00 | 244.00 | 75.5% | \$ 366.00 |
| 16 | PAVEMENT MESSAGE MARKING, WHITE, THERMOPLASTIC, "RXR", WHITE | EA | 1 | \$ 350.00 | \$ 350.00 | 2.00 | \$ 700.00 | 2.00 | 200.0% | \$ 700.00 |
| 17 | CRACK SEALING (W 133RD AVE) | SYS | 7,925 | \$ 2.00 | \$ 15,850.00 | 7,925.00 | \$ 15,850.00 | 7,925.00 | 100.0% | \$ 15,850.00 |
| 18 | CRACK SEALING (W 141ST AVE) | SYS | 7,500 | \$ 1.48 | \$ 11,100.00 | 5,100.00 | \$ 7,548.00 | 5,100.00 | 68.0% | \$ 7,548.00 |
| 19 | CRACK SEALING (PARRISH AVE) | SYS | 19,000 | \$ 1.11 | \$ 21,090.00 | 19,123.00 | \$ 21,226.53 | 19,123.00 | 100.6% | \$ 21,226.53 |
| | | | | TOTAL | \$ 192,296.33 | TOTAL | \$ 204,590.87 | TOTAL | | \$ 204,590.87 |

Awarded Contract Value: \$ 192,296.33
Current Contract Value: \$ 204,590.87
Current Awarded CO Value: \$ 12,294.54
Projected Total CO's Value: \$ -

Percent Complete (Awarded): 106.39%
Percent Complete (Current): 100.00%

| | | |
|-----------------------------|-----------|-------------------|
| ORIGINAL CONTRACT | \$ | 192,296.33 |
| TOTAL CHANGE ORDERS | \$ | 12,294.54 |
| REVISED CONTRACT | \$ | 204,590.87 |
| COMPLETED TO DATE | \$ | 204,590.87 |
| RETAINAGE | 0.00% | \$ - |
| TOTAL EARNED LESS RETAINAGE | \$ | 204,590.87 |
| LESS PREVIOUS REQUESTS | \$ | - |
| CURRENT AMOUNT DUE | \$ | 204,590.87 |



Site Services, Inc.

10117 Kennedy Avenue • Highland, IN 46322
Telephone 219 / 924-9944 • Fax 219 / 924-9947

Invoice

DATE

INVOICE #

6/14/2023

23461

BILL TO:

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

REP

P.O. NO.

TERMS

SWW

Net 30

| DESCRIPTION | QTY | RATE | AMOUNT |
|---|--------------------|------------|---------------------|
| Service Location: 137th Ave., Cedar Lake Date Completed: 06/13/2023 As quoted on proposal #230148 Asphalt Improvements & Crack Seal Maintenance Project - pay app #1 | | 204,590.87 | 204,590.87 |
| Thank you for your business. | Total | | \$204,590.87 |
| | Balance Due | | \$204,590.87 |

CONTRACT DATE: 3/9/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

- | | |
|---|---------------|
| 1. ORIGINAL CONTRACT SUM | \$ 192,296.33 |
| 2. Net change by Change Orders | \$ 12,294.54 |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) | \$ 204,590.87 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$ 204,590.87 |

5. RETAINAGE:

a. _____ % of Completed Work \$ _____ \$0.00
 (Column D + E on G703)

b. 0 % of Stored Material \$ _____
(Column F on G703)

Total Retainage (Lines 5a + 5b or

| | | |
|-----------------------------------|-----------|-------------|
| Total in Column I of G703) | \$ | 0.00 |
|-----------------------------------|-----------|-------------|

- | | | |
|--------------------------------|----|--------------|
| 6. TOTAL EARNED LESS RETAINAGE | \$ | \$204,590.87 |
| (Line 4 Less Line 5 Total) | | |

- | | |
|--|--------------|
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ - |
| 8. CURRENT PAYMENT DUE | \$204,590.87 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | \$ - |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|-------------|------------|
| Total changes approved in previous months by Owner | \$0.00 | |
| Total approved this Month | \$12,294.54 | |
| TOTALS | \$12,294.54 | \$0.00 |
| NET CHANGES by Change Order | \$12,294.54 | \$0.00 |

CONTRACTOR: Site Services, Inc.

By: [Redacted Signature] Date: 6/14/2023

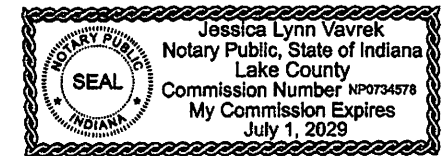
State of: Indiana

County of: Lake

Subscribed and sworn to before me this 14th day of June, 2023

Notary Public:

My Commission expires: July 1, 2029



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1

APPLICATION DATE: 6/14/2023

PERIOD TO: 6/14/2023

PROJECT NO: West 137th Ave

| A | B | C | D | E | F | G | | H | I |
|----------|--|-----------------|-----------------------------------|--------------|---|--|--------------------|---------------------------|------------------------------|
| | | | WORK COMPLETED | | | | | | |
| | | | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | | | | | |
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | | | MATERIAL PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % COMPLETE (G + C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |
| 1 | MOBILIZATION AND DEMOBILIZATION | \$9,000.00 | | \$9,000.00 | | \$9,000.00 | 100% | \$0.00 | \$0.00 |
| 2 | CONSTRUCTION ENGINEERING | \$3,000.00 | | \$3,000.00 | | \$3,000.00 | 100% | \$0.00 | \$0.00 |
| 3 | MAINTENANCE OF TRAFFIC | \$4,000.00 | | \$4,000.00 | | \$4,000.00 | 100% | \$0.00 | \$0.00 |
| 4 | ASPHALT MILLING, 2-IN | \$12,862.80 | | \$12,862.80 | | \$12,862.80 | 100% | \$0.00 | \$0.00 |
| 5 | CONCRETE, REMOVE | \$2,466.00 | | \$2,466.00 | | \$2,466.00 | 100% | \$0.00 | \$0.00 |
| 6 | HMA, SURFACE, TYPE B | \$47,120.40 | | \$47,120.40 | | \$47,120.40 | 100% | \$0.00 | \$0.00 |
| 7 | HMA, WEDGE AND LEVEL, TYPE B | \$6,982.40 | | \$6,982.40 | | \$6,982.40 | 100% | \$0.00 | \$0.00 |
| 8 | HMA, PATCHING, TYPE B (UNDISTRIBUTED) | \$44,520.00 | | \$44,520.00 | | \$44,520.00 | 100% | \$0.00 | \$0.00 |
| 9 | ASPHALT FOR TACK COAT | \$1,260.00 | | \$1,260.00 | | \$1,260.00 | 100% | \$0.00 | \$0.00 |
| 10 | ROLLED CURB & GUTTER, CONCRETE | \$10,081.50 | | \$10,081.50 | | \$10,081.50 | 100% | \$0.00 | \$0.00 |
| 11 | CURB RAMP, CONCRETE, 4-IN | \$9,013.47 | | \$9,013.47 | | \$9,013.47 | 100% | \$0.00 | \$0.00 |
| 12 | LINE, THERMOPLASTIC, SOLID, RECESSED, WHITE, 4-IN | \$4,253.31 | | \$4,253.31 | | \$4,253.31 | 100% | \$0.00 | \$0.00 |
| 13 | LINE, THERMOPLASTIC, SOLID, RECESSED, YELLOW, 4-IN | \$4,067.46 | | \$4,067.46 | | \$4,067.46 | 100% | \$0.00 | \$0.00 |
| 14 | TRANSVERSE MARKING, THERMOPLASTIC, STOP BAR, WHITE, 24-IN | \$273.00 | | \$273.00 | | \$273.00 | 100% | \$0.00 | \$0.00 |
| 15 | TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK, WHITE, 24-IN | \$366.00 | | \$366.00 | | \$366.00 | 100% | \$0.00 | \$0.00 |
| 16 | PAVEMENT MESSAGE MARKING, WHITE, THERMOPLASTIC, "RXR", WHITE | \$700.00 | | \$700.00 | | \$700.00 | 100% | \$0.00 | \$0.00 |
| 17 | CRACK SEALING (W 133RD AVE) | \$15,850.00 | | \$15,850.00 | | \$15,850.00 | 100% | \$0.00 | \$0.00 |
| 18 | CRACK SEALING (W 141ST AVE) | \$7,548.00 | | \$7,548.00 | | \$7,548.00 | 100% | \$0.00 | \$0.00 |
| 19 | CRACK SEALING (PARRISH AVE) | \$21,226.53 | | \$21,226.53 | | \$21,226.53 | 100% | \$0.00 | \$0.00 |
| | SUB TOTALS | \$204,590.87 | \$0.00 | \$204,590.87 | \$0.00 | \$204,590.87 | 100% | \$0.00 | \$0.00 |

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

FINAL WAIVER OF LIEN

STATE OF INDIANA
COUNTY OF LAKE

} SS

Gty# _____
Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Town of Cedar Lake, IN
to furnish asphalt maintenance
for the premises known as 137th Avenue, Cedar Lake, IN 46307
of which Town of Cedar Lake, IN is the owner.

The undersigned, for and in consideration of Two Hundred Four Thousand Five Hundred Ninety Dollars and Eighty Seven Cents
\$204,590.87 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)
hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of INDIANA, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

Given under my hand and seal this 14th day of June 2023

COMPANY NAME: Site Services, Inc.
ADDRESS: 10117 Kennedy Avenue, Highland, IN 46322
SIGNATURE: [Signature]
Mike Schutt

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN TO THE CONTRACT.

CONTRACTOR'S AFFIDAVIT

STATE OF INDIANA
COUNTY OF LAKE

} SS

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is Mike Schutt
Treasurer of the Site Services, Inc.
who is the contractor for the asphalt maintenance work on the
building located at 137th Avenue, Cedar Lake, IN 46307
owned by Town of Cedar Lake, IN

That the total amount of the contract including extras* is \$ 204,590.87 on which he has received payment of
\$ - prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished
material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into
the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to
complete said work according to plans and specifications:

| NAMES | WHAT FOR | CONTRACT PRICE | AMOUNT PAID | THIS PAYMENT | BALANCE DUE |
|--------------------------------------|---------------------|----------------|-------------|---------------|-------------|
| Site Services, Inc. | asphalt maintenance | \$ 175,836.94 | \$ - | \$ 175,836.94 | \$ - |
| H3 | concrete | \$ 19,094.16 | \$ - | \$ 19,094.16 | \$ - |
| Traffic Mgmt Company, Inc | traffic control | \$ 9,659.77 | \$ - | \$ 9,659.77 | \$ - |
| TOTAL LABOR AND MATERIAL TO COMPLETE | | \$ 204,590.87 | \$ - | \$204,590.87 | \$0.00 |

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

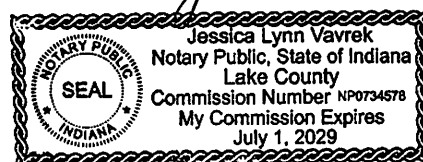
Signed this 14th day of June 2023

Signature: [Signature]
Mike Schutt

Subscribed and sworn to before me this 14th day of June 2023

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN TO THE CONTRACT.

Notary Public: [Signature]





STATE OF ILLINOIS

COUNTY OF Cook

FINAL WAIVER OF LIEN

Gty #

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Site Services to furnish concrete ADA ramps and curb for the premises known as 137th Ave. of which the Town of Cedar Lake, Indiana is the owner.

THE undersigned, for and in consideration of Nineteen thousand ninety-four & 16/100 Dollars (\$19,094.16) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 6-13-23 COMPANY NAME H3 Concrete, Inc.

ADDRESS 1800 E. Joe Q. Rd, Chicago Heights, IL 60411

SIGNATURE AND TITLE _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF Cook

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Ian Hook BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) President OF (COMPANY NAME) H3 Concrete, Inc. WHO IS THE CONTRACTOR FURNISHING concrete ADA ramps & curb WORK ON THE BUILDING LOCATED AT 37th Ave

OWNED BY the Town of Cedar Lake, Indiana

That the total amount of the contract including extras* is \$19,094.16 on which he or she has received payment of \$0 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

| NAMES AND ADDRESSES | WHAT FOR | CONTRACT PRICE INCLDG EXTRAS* | AMOUNT PAID | THIS PAYMENT | BALANCE DUE |
|---|------------------|-------------------------------|-------------|--------------|-------------|
| H3 Concrete, Inc. | Labor & Expenses | 19,094.16 | 0 | 19,094.16 | 0 |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE. | | 19,094.16 | 0 | 19,094.16 | 0 |

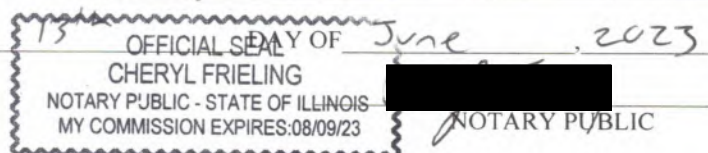
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 6-13-23

SIGNATURE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.



F.3870 R5/96

Provided by Chicago Title Insurance Company

FINAL WAIVER OF LIEN

(X) Final

() Partial

() Payment to follow

The undersigned, having been contracted by Site Services, Inc. to furnish certain materials and labor, to wit, for a project known as W. 137TH AVE IMPROVEMENTS & CRACK SEAL MAINTENANCE located at Cedar Lake, Indiana, and does hereby further state:

(PARTIAL WAIVER)

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

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

(FINAL WAIVER)

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

NINE THOUSAND SIX HUNDRED FIFTY-NINE 77/100*****
\$ 9,659.77

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

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

TRAFFIC MANAGEMENT COMPANY, INC.
Name of Company

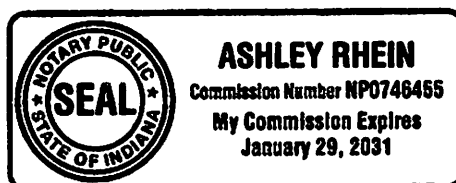
Signature of Authorized Representative

Witness my hand and notarial Seal, this 14th of June, 2022 2023

Residing in Lake County, State of Indiana. My commission expires January 29, 2031

Notary Signature

Ashley Rhein
Printed Notary Name





June 8, 2023

Town of Cedar Lake
7408 Constitution Avenue
Cedar Lake, Indiana 46303
Attn: Mr. Chris Salatas, Town Manager

**RE: Town of Cedar Lake – Town Hall
Proposal for Needs Assessment and Schematic Design Services**

Dear Mr. Salatas,

K2M Design, Inc. together with **DS Architecture** is honored to offer the Town best in class services for your upcoming needs assessment and schematic design of a new town hall. The team has been privileged to provide insightful planning and design solutions for dozens of entities across the country since both companies were founded. We have a combined staff of 120+ professionals including Architects, Interior Designers, Mechanical, Electrical, Plumbing, and Structural Engineers, Asset Managers, Planners, Cost Estimators, Schedulers, and Construction Administrators that we will use to support this planning and design effort.

As we understand it the project entails the needs assessment of the town administrative and service operations to ascertain their long-range space and operational needs to serve the community for the coming decades. As part of the work we are anticipating the following scope of services:

| Project Commencement | | | | | | Weeks 1 |
|---------------------------------|--|--|--|--|--|-----------|
| 1 | Receive contract | | | | | Week 1 |
| 2 | Determine available project funds (hard costs and soft cost) and project parameters | | | | | Week 1 |
| 3 | Confirm scope and intent with the Town | | | | | Week 1 |
| 4 | Identify stakeholders with the Town | | | | | Week 1 |
| Visioning / Needs Evaluation | | | | | | Weeks 2-3 |
| 1 | Facilitate a visioning session to identify, discuss, and prioritize values and goals | | | | | Weeks 2-3 |
| 2 | Review values and goals report with the Town | | | | | Week 2 |
| 3 | Review with the Town the image, efficiencies, functionality, cost and schedule | | | | | Week 2 |
| 4 | Forecast spatial needs for 5, 10, and 20 years increments | | | | | Week 2 |
| 5 | Survey & Conduct interviews with the Admin stakeholders | | | | | Week 2 |
| 6 | Preliminary determination of space requirements, space relationships etc.... | | | | | Week 3 |
| Programming / Conceptual Design | | | | | | Weeks 4-5 |
| 1 | Discuss and confirm nationally recognized standards | | | | | Week 4 |
| 2 | Finalize the project program | | | | | Week 4 |
| 3 | Site analysis & building placement | | | | | Week 5 |
| 4 | Determine relationship and adjacencies of spaces for (2) concepts | | | | | Weeks 4-5 |
| 5 | Provide preliminary opinion of the cost of the program | | | | | Week 5 |

| Schematic Design | | | | | | Weeks 6-12 |
|------------------|---|--|--|--|--|-------------|
| 1 | Preliminary building code review | | | | | Weeks 6 |
| 2 | Preliminary site plan(s) | | | | | Weeks 7-9 |
| 3 | Preliminary floor plan(s) | | | | | Weeks 7-9 |
| 4 | Selection of preferred design | | | | | Weeks 7-9 |
| 5 | Preliminary exterior elevations | | | | | Weeks 10-11 |
| 6 | Material selections | | | | | Weeks 10-11 |
| 7 | Rendering | | | | | Week 12 |
| 8 | Preliminary opinion of probable construction cost | | | | | Week 12 |
| 9 | Presentations to Community and stakeholders | | | | | Week 12 |

All phase 2 services would be separately contracted under an Owner – Architect AIA Agreement included with this proposal.

Phase 1 Pricing

- Work to be billed in 33% increments on a monthly basis.

| | |
|---------------------------------|-----------------|
| Project Commencement | \$2,500 |
| Visioning / Needs Evaluation | \$7,500 |
| Programming / Conceptual Design | \$10,000 |
| Schematic Design | <u>\$30,000</u> |
| Total Fee: | \$50,000 |

Expense lump sum \$4,000.00

If the terms of this Proposal meet with your approval for Phase 1 only, please indicate by signing and returning one copy of this letter to us or issuing a standard purchase order with terms and conditions to govern this work. If you have any questions, please do not hesitate to call.

Very Truly Yours,



Scott C. Maloney, AIA, NCARB, LEED AP
President

Authorization:

Town of Cedar Lake

By: _____

Title: _____

Signature (signer represents that she or he is
legally authorized to sign on behalf of client)

Date

DRAFT AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 10th day of June in the year 2023 »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Town of Cedar Lake
7408 Constitution Avenue
Cedar Lake, Indiana 46303
Attn: Mr. Chris Salatas, Town Manager

and the Architect:
(Name, legal status, address and other information)

K2M Design, Inc.
200 South Meridian Street, Suite 550
Indianapolis, Indiana 46225
Attn: Mr. Scott C. Maloney

for the following Project:
(Name, location and detailed description)

Cedar Lake Town Hall
7408 Constitution Avenue
Cedar Lake, Indiana 46303

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

| | |
|----|--------------------------------------|
| 1 | INITIAL INFORMATION |
| 2 | ARCHITECT'S RESPONSIBILITIES |
| 3 | SCOPE OF ARCHITECT'S BASIC SERVICES |
| 4 | SUPPLEMENTAL AND ADDITIONAL SERVICES |
| 5 | OWNER'S RESPONSIBILITIES |
| 6 | COST OF THE WORK |
| 7 | COPYRIGHTS AND LICENSES |
| 8 | CLAIMS AND DISPUTES |
| 9 | TERMINATION OR SUSPENSION |
| 10 | MISCELLANEOUS PROVISIONS |
| 11 | COMPENSATION |
| 12 | SPECIAL TERMS AND CONDITIONS |
| 13 | SCOPE OF THE AGREEMENT |

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The program will be developed in the Phase 1 scope of services by the Architect. The project is anticipated to be a two story administrative facility servicing all town functions. Total square footage is estimated to be 13,500 square feet.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The project is assumed to be a two-story administrative building totaling approximately 13,500 square feet adjacent to the new fire station / police station facilities. All utilities are assumed to be adequate at the street.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The total project budget is understood to be \$10.0 million. Construction budget is under \$8.0 million.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Phase 1 – 3 months

Phase 2 – anticipated to be 8 months for design

.2 Construction commencement date:

« »TBD

.3 Substantial Completion date or dates:

« »TBD

.4 Other milestone dates:

« »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

In accordance with IC 5-23-5, Cedar Lake, Indiana (the “Town”) will procure the project from a developer to design, obtain financing, construct, renovate, operate, maintain, and transfer improvements related to the municipal center (the “Project”) in the Town under a public-private partnership known as a B-O-T delivery model. The Architect will be assigned to the winning B-O-T team or remain under contract directly with the owner for the duration of the entire project.

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:

(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

NA

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Chris Salatas, Town Manager

« »

« »

« »

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:

(List name, address, and other contact information.)

Veridus Group
6280 N. Shadeland Ave, Ste A
Indianapolis, IN 46220

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

NA

.2 Civil Engineer:

NA

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

<< >>

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

K2M Design, Inc.
200 South Meridian Street, Suite 550
Indianapolis, Indiana 46225
Mr. Scott C. Maloney
smaloney@k2mdesign.com
216.375.6539

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

K2M Design, Inc.
200 South Meridian Street, Suite 550
Indianapolis, Indiana 46225

.2 Mechanical, Electrical, Plumbing Engineer:

K2M Design, Inc.
200 South Meridian Street, Suite 550
Indianapolis, Indiana 46225

.3 Civil Engineer:

Shrewsbury
7321 Shadeland Station, Suite 160
Indianapolis, IN 46256
Ms. Karen Valiquett, PE
kvaliquett@shrewsusa.com

.4 Cost Estimator

Blundall Associates
7223 Engle Rd.
Fort Wayne, IN 46804
Mr. Martyn Blundall
mblundall@blundall.com

.5 Design Architect

DS Architects
1020 Huron Rd E #101
Cleveland, OH 44115
Mr. Eric Pros, AIA
epros@dsarchitecture.com

§ 1.1.11.2 Consultants retained under Supplemental Services:

NA

§ 1.1.12 Other Initial Information on which the Agreement is based:

NA

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000) for each occurrence and two million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and one million (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five million (\$ 5,000,000) per claim and five million (\$ 5,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of

the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare

Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services – Not Required

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

| Supplemental Services | Responsibility (Architect, Owner, or not provided) |
|--|---|
| § 4.1.1.1 Programming | Architect |
| § 4.1.1.2 Multiple preliminary designs | Architect |
| § 4.1.1.3 Measured drawings | Not provided |
| § 4.1.1.4 Existing facilities surveys | Not provided |
| § 4.1.1.5 Site evaluation and planning | Architect |
| § 4.1.1.6 Building Information Model management responsibilities | Architect |
| § 4.1.1.7 Development of Building Information Models for post construction use | Not provided |
| § 4.1.1.8 Civil engineering | Architect |
| § 4.1.1.9 Landscape design | Architect |
| § 4.1.1.10 Architectural interior design | Architect |
| § 4.1.1.11 Value analysis | Architect |
| § 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3 | Not provided |
| § 4.1.1.13 On-site project representation | Not provided |
| § 4.1.1.14 Conformed documents for construction | Architect |
| § 4.1.1.15 As-designed record drawings | Architect |
| § 4.1.1.16 As-constructed record drawings | Not provided |

| Supplemental Services | Responsibility <i>(Architect, Owner, or not provided)</i> |
|---|---|
| § 4.1.1.17 Post-occupancy evaluation | Not provided |
| § 4.1.1.18 Facility support services | Not provided |
| § 4.1.1.19 Tenant-related services | Not provided |
| § 4.1.1.20 Architect's coordination of the Owner's consultants | Not provided |
| § 4.1.1.21 Telecommunications/data design | Owner |
| § 4.1.1.22 Security evaluation and planning | Owner |
| § 4.1.1.23 Commissioning | Not provided |
| § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3 | Not provided |
| § 4.1.1.25 B-O-T supports services | Architect |
| § 4.1.1.26 Multiple bid packages | Not provided |
| § 4.1.1.27 Historic preservation | Not provided |
| § 4.1.1.28 Furniture, furnishings, and equipment design | Architect |
| § 4.1.1.29 Other services provided by specialty Consultants | Not provided |
| § 4.1.1.30 Other Supplemental Services | Not provided |
| | |

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

NA

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Telecommunication / Data Design – Owner shall provide all IT requirements to the Architect who shall provide rough-in requirements.

Security Evaluation and Planning – Owner shall provide locations of access controls, CCTV, and other security electronic measures to the Architect who shall provide rough-in requirements.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect

shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 « Two (2 ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty(20 ») visits to the site by the Architect during construction
- .3 « » (« ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (12) inspections for any portion of the Work to determine final completion in addition to the (3) visits in 4.2.3.2

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and

Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and any updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, construction, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. The cost estimate(s) will only be performed prior to the onboarding of a B-O-T team inclusive of a Contractor.

§ 6.4 If at any time the Architect's or Contractor's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect and Contractor in making such adjustments.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

☐

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

\$0

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such

information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum – Phase 1

| | |
|---------------------------------|-----------------|
| Project Commencement | \$2,500 |
| Visioning / Needs Evaluation | \$7,500 |
| Programming / Conceptual Design | \$10,000 |
| Schematic Design | <u>\$30,000</u> |
| Total Fee: | \$50,000 |

Expenses NTE: \$5,000

<< >>

.2 Percentage Basis – Phase 2 (DD-CA) (Insert percentage value)

Eight (8) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6 less the fees presented in Stipulated Sum above to be subtracted from the design development fee.

.3 Other (Describe the method of compensation)

<< >>

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Included in the base fee.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

mutually agreed upon fixed rate

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus **Ten** percent (**10%**) or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

<< >>

§ 11.5 When compensation for Phase 2 - Basic Services is based on a percentage basis, the proportion of compensation for each phase of services shall be as follows:

| | | | | |
|-------------------------------|--------------|-----------|-------|-----------|
| Design Development Phase | Forty | percent (| 40%) | \$256,000 |
| Construction Documents Phase | Thirty | percent (| 30%) | \$192,000 |
| Permitting Phase | Two | percent (| 2%) | \$12,800 |
| Construction & Closeout Phase | Twenty-eight | percent (| 28%) | \$179,200 |
| Total Basic Compensation | one hundred | percent (| 100%) | \$640,000 |

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to Exhibit A for hourly rates

| Employee or Category | Rate (\$0.00) |
|----------------------|---------------|
|----------------------|---------------|

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,

.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **Ten** percent (**10** %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

NA

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of **Zero**(\$ **0**) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of **<< >>** (\$ **<< >>**) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid **forty-five** (**45**) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.5% per month

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

<< >>

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

.2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[☐] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

<< >>

[☒] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits
and scopes of services identified as exhibits in Section 4.1.2.)

Hourly Rate Schedule

4 Other documents:
(List other documents, if any, forming part of the Agreement.)

<< >>

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

<< >>

(Printed name and title)

ARCHITECT (Signature)

Scott C. Maloney, Owner

(Printed name, title, and license number, if required)

EXHIBIT A - HOURLY RATES

The following is a listing of hourly rates assigned by staffing type for K2M Design®, Inc. and only applies for services authorized beyond our base fees. Hourly rates quoted are for the 2023 calendar year and are subject to change thereafter.

GENERAL

| | |
|----------------------------------|-----------------|
| Principal | \$325.00 / hour |
| Director | \$285.00 / hour |
| Senior Project Manager | \$210.00 / hour |
| Project Manager | \$165.00 / hour |
| Construction Administrator | \$130.00 / hour |
| Design Technology Specialist III | \$115.00 / hour |
| Design Technology Specialist II | \$ 80.00 / hour |
| Design Technology Specialist I | \$ 75.00 / hour |
| Administration | \$ 90.00 / hour |
| Clerical | \$ 65.00 / hour |

ARCHITECTURE

| | |
|---------------|-----------------|
| Architect III | \$175.00 / hour |
| Architect II | \$155.00 / hour |
| Architect I | \$135.00 / hour |
| Designer III | \$140.00 / hour |
| Designer II | \$115.00 / hour |
| Designer I | \$100.00 / hour |

ENGINEERING

| | |
|--------------------------|-----------------|
| Senior Engineer | \$205.00 / hour |
| Engineer III | \$175.00 / hour |
| Engineer II | \$165.00 / hour |
| Engineer I | \$135.00 / hour |
| Engineering Designer III | \$140.00 / hour |
| Engineering Designer II | \$130.00 / hour |
| Engineering Designer I | \$120.00 / hour |

INTERIOR DESIGN

| | |
|-----------------------|-----------------|
| Interior Designer III | \$165.00 / hour |
| Interior Designer II | \$135.00 / hour |
| Interior Designer I | \$ 90.00 / hour |

FACILITY ASSET MANAGEMENT

| | |
|-------------------|-----------------|
| Facility Assessor | \$140.00 / hour |
| Facility Designer | \$115.00 / hour |

DISBURSEMENT OF FUNDS
FROM 2022A CONSTRUCTION FUND # 1001031163

Requisition No. 2

Pursuant to the Trust Indenture dated as of December 1, 2022 (the “Indenture”), between the Town of Cedar Lake Building Corporation and Regions Bank, as trustee (the “Trustee”), the undersigned requests the Trustee to pay the expenses listed on Exhibit A attached hereto in the aggregate sum of \$7,752.88 out of moneys deposited in the 2022A Construction Fund of the Town of Cedar Lake 2022 Construction Fund under the Indenture. The undersigned, in connection with the foregoing request, hereby certifies that:

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

This statement and Exhibit A shall be conclusive evidence of the facts and statements set forth herein and shall constitute full warrant and protection to the Trustee for its actions taken pursuant hereto.

This document evidences the approval of the undersigned of the payments hereby requested and the certification of the undersigned with respect to the matters herein contained.

All terms used herein, which are not otherwise defined herein, shall have the meanings set forth in the Indenture.

Dated this ____ day of _____, 20__.

AUTHORIZED REPRESENTATIVE
UNDER THE INDENTURE

TOWN OF CEDAR LAKE, INDIANA

Town Manager

EXHIBIT A

| <u>Payee</u> | <u>Purpose</u> | <u>Amount</u> |
|---|---|---------------|
| Veridus Group, Inc. 6280 N. Shadeland Ave., Suite A Indianapolis, IN | Owner Representative for oversight on Police Public Safety Building per November 30, 2021/Updated March 6, 2023 Owner's Representative Services Contract. Invoices #202419 and #202490 | \$7,752.88 |
| | | |
| | | |
| | | |
| | | |
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| | | |
| | | |
| | | |
| Total: | | \$7,752.88 |

Note: Police Portion of the Contract Services amounts to 34.37% thus that percentage is applied to the Gross Invoices presented.



Veridus Group, Inc.
6280 N. Shadeland Ave., Suite A
Indianapolis, IN 46220
317-598-6647

INVOICE

Town of Cedar Lake
Chris Salatas
7408 Construction Ave
Cedar Lake, IN 46303

Invoice number 202490
Date 06/13/2023
Project 2021.0204 CEDAR LAKE MUNICIPAL
COMPLEX

Reimbursables

| | Date | Units | Rate | Billed Amount |
|---------|------------|--------|-------|------------------|
| Mileage | 05/10/2023 | 362.00 | 0.655 | 237.11 |

Cedar Lake site visit and coordination with Town

| Description | Contract Amount | Prior Billed | Current Billed |
|--|--------------------|------------------|-------------------|
| Bidding, Construction & Closeout | 190,000.00 | 11,160.00 | 11,160.00 |
| Design Development & Construction Documents | 54,000.00 | 54,000.00 | 0.00 |
| Schematic Design | 15,000.00 | 15,000.00 | 0.00 |
| Total | 259,000.00 | 80,160.00 | 11,160.00 |

Invoice total 11,397.11

Aging Summary

| Invoice Number | Invoice Date | Outstanding | Current | Over 30 | Over 60 | Over 90 | Over 120 |
|----------------|--------------|------------------|------------------|------------------|-------------|-------------|-------------|
| 202419 | 05/11/2023 | 11,160.00 | | 11,160.00 | | | |
| 202490 | 06/13/2023 | 11,397.11 | 11,397.11 | | | | |
| | Total | 22,557.11 | 11,397.11 | 11,160.00 | 0.00 | 0.00 | 0.00 |

Approved by:

David C. Rainey
Director, Owner's Representation Group

Thank you for your business! We appreciate your prompt payment.



Veridus Group, Inc.
6280 N. Shadeland Ave., Suite A
Indianapolis, IN 46220
317-598-6647

INVOICE

Town of Cedar Lake
Chris Salatas
7408 Construction Ave
Cedar Lake, IN 46303

Invoice number 202419
Date 05/11/2023
Project 2021.0204 CEDAR LAKE MUNICIPAL
COMPLEX

| Description | Contract Amount | Prior Billed | Current Billed |
|---|-----------------|--------------|----------------|
| Bidding, Construction & Closeout | 190,000.00 | 0.00 | 11,160.00 |
| Design Development & Construction Documents | 54,000.00 | 54,000.00 | 0.00 |
| Schematic Design | 15,000.00 | 15,000.00 | 0.00 |
| Total | 259,000.00 | 69,000.00 | 11,160.00 |

Invoice total 11,160.00

Aging Summary

| Invoice Number | Invoice Date | Outstanding | Current | Over 30 | Over 60 | Over 90 | Over 120 |
|----------------|--------------|-------------|-----------|---------|---------|---------|----------|
| 202419 | 05/11/2023 | 11,160.00 | 11,160.00 | | | | |
| | Total | 11,160.00 | 11,160.00 | 0.00 | 0.00 | 0.00 | 0.00 |

Approved by:

David C. Rainey
Director, Owner's Representation Group

Thank you for your business! We appreciate your prompt payment.

DISBURSEMENT OF FUNDS
FROM 2022B CONSTRUCTION FUND # 1001031164

Requisition No. 1

Pursuant to the Trust Indenture dated as of December 1, 2022 (the “Indenture”), between the Town of Cedar Lake Building Corporation and Regions Bank, as trustee (the “Trustee”), the undersigned requests the Trustee to pay the expenses listed on Exhibit A attached hereto in the aggregate sum of \$4,071.04 out of moneys deposited in the 2022B Construction Fund of the Town of Cedar Lake 2022 Construction Fund under the Indenture. The undersigned, in connection with the foregoing request, hereby certifies that:

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

This statement and Exhibit A shall be conclusive evidence of the facts and statements set forth herein and shall constitute full warrant and protection to the Trustee for its actions taken pursuant hereto.

This document evidences the approval of the undersigned of the payments hereby requested and the certification of the undersigned with respect to the matters herein contained.

All terms used herein, which are not otherwise defined herein, shall have the meanings set forth in the Indenture.

Dated this ____ day of _____, 20____.

AUTHORIZED REPRESENTATIVE
UNDER THE INDENTURE

TOWN OF CEDAR LAKE, INDIANA

Town Manager

EXHIBIT A

| <u>Payee</u> | <u>Purpose</u> | <u>Amount</u> |
|---|---|---------------|
| Veridus Group, Inc. 6280 N. Shadeland Ave., Suite A Indianapolis, IN 46220 | Owner Representative for oversight on Fire Public Safety Building per November 30, 2021/Updated March 6, 2023 Owner's Representative Services Contract Invoice # 202490 | \$4,071.04 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total: | | \$4,071.04 |

Note: Fire Portion of Invoice amounts to 65.63%. Remainder of Invoice applicable to Fire is paid from Town Funds. All subsequent Fire portion of Invoices will be paid 100% from 2022B CONSTRUCTION FUND # 1001031164 as the allotted Town Funds have been expended in full.



Veridus Group, Inc.
6280 N. Shadeland Ave., Suite A
Indianapolis, IN 46220
317-598-6647

INVOICE

Town of Cedar Lake
Chris Salatas
7408 Construction Ave
Cedar Lake, IN 46303

Invoice number 202490
Date 06/13/2023
Project 2021.0204 CEDAR LAKE MUNICIPAL
COMPLEX

Reimbursables

| | Date | Units | Rate | Billed Amount |
|---------|------------|--------|-------|---------------|
| Mileage | 05/10/2023 | 362.00 | 0.655 | 237.11 |

Cedar Lake site visit and coordination with Town

| Description | Contract Amount | Prior Billed | Current Billed |
|--|-------------------|------------------|------------------|
| Bidding, Construction & Closeout | 190,000.00 | 11,160.00 | 11,160.00 |
| Design Development & Construction Documents | 54,000.00 | 54,000.00 | 0.00 |
| Schematic Design | 15,000.00 | 15,000.00 | 0.00 |
| Total | 259,000.00 | 80,160.00 | 11,160.00 |

Invoice total 11,397.11

Aging Summary

| Invoice Number | Invoice Date | Outstanding | Current | Over 30 | Over 60 | Over 90 | Over 120 |
|----------------|--------------|------------------|------------------|------------------|-------------|-------------|-------------|
| 202419 | 05/11/2023 | 11,160.00 | | 11,160.00 | | | |
| 202490 | 06/13/2023 | 11,397.11 | 11,397.11 | | | | |
| | Total | 22,557.11 | 11,397.11 | 11,160.00 | 0.00 | 0.00 | 0.00 |

Approved by:

David C. Rainey
Director, Owner's Representation Group

Thank you for your business! We appreciate your prompt payment.



Veridus Group, Inc.
6280 N. Shadeland Ave., Suite A
Indianapolis, IN 46220
317-598-6647

INVOICE

Town of Cedar Lake
Chris Salatas
7408 Construction Ave
Cedar Lake, IN 46303

Invoice number 202419
Date 05/11/2023
Project 2021.0204 CEDAR LAKE MUNICIPAL
COMPLEX

| Description | Contract Amount | Prior Billed | Current Billed |
|---|-----------------|--------------|----------------|
| Bidding, Construction & Closeout | 190,000.00 | 0.00 | 11,160.00 |
| Design Development & Construction Documents | 54,000.00 | 54,000.00 | 0.00 |
| Schematic Design | 15,000.00 | 15,000.00 | 0.00 |
| Total | 259,000.00 | 69,000.00 | 11,160.00 |

Invoice total 11,160.00

Aging Summary

| Invoice Number | Invoice Date | Outstanding | Current | Over 30 | Over 60 | Over 90 | Over 120 |
|----------------|--------------|-------------|-----------|---------|---------|---------|----------|
| 202419 | 05/11/2023 | 11,160.00 | 11,160.00 | | | | |
| | Total | 11,160.00 | 11,160.00 | 0.00 | 0.00 | 0.00 | 0.00 |

Approved by:

David C. Rainey
Director, Owner's Representation Group

Thank you for your business! We appreciate your prompt payment.

DISBURSEMENT OF FUNDS
FROM TOWN OF CEDAR LAKE 2022B FUND # 324

Requisition No. 3 payable from Locally held Real Estate Sale Bond Proceeds specifically for the 2022B Project. The undersigned, in connection with the foregoing request, hereby certifies that:

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

EXHIBIT A

| <u>Payee</u> | <u>Purpose</u> | <u>Amount</u> |
|---|---|---------------|
| Veridus Group, Inc. 6280 Shadeland Ave., Suite A Indianapolis, IN 46303 | Owner's Representative Services Contract dated November 30, 2021, updated March 6, 2023 Invoices #202419 & #202490 | \$10,733.19 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total: | | \$10,733.19 |

Note: Fund #324 is paying 100% of Invoice #202419 and \$3,408.88 of Invoice #202490. All subsequent Invoices will be paid from Bond funded Construction funds held by the Trustee. The Veridus Invoices are allocated 65.63% to the Fire Public Safety Building and 34.37% to the Police Public Safety Building.



Veridus Group, Inc.
6280 N. Shadeland Ave., Suite A
Indianapolis, IN 46220
317-598-6647

INVOICE

Town of Cedar Lake
Chris Salatas
7408 Construction Ave
Cedar Lake, IN 46303

Invoice number 202490
Date 06/13/2023
Project 2021.0204 CEDAR LAKE MUNICIPAL
COMPLEX

Reimbursables

| | Date | Units | Rate | Billed Amount |
|---------|------------|--------|-------|---------------|
| Mileage | 05/10/2023 | 362.00 | 0.655 | 237.11 |

Cedar Lake site visit and coordination with Town

| Description | Contract Amount | Prior Billed | Current Billed |
|--|-------------------|------------------|------------------|
| Bidding, Construction & Closeout | 190,000.00 | 11,160.00 | 11,160.00 |
| Design Development & Construction Documents | 54,000.00 | 54,000.00 | 0.00 |
| Schematic Design | 15,000.00 | 15,000.00 | 0.00 |
| Total | 259,000.00 | 80,160.00 | 11,160.00 |

Invoice total 11,397.11

Aging Summary

| Invoice Number | Invoice Date | Outstanding | Current | Over 30 | Over 60 | Over 90 | Over 120 |
|----------------|--------------|------------------|------------------|------------------|-------------|-------------|-------------|
| 202419 | 05/11/2023 | 11,160.00 | | 11,160.00 | | | |
| 202490 | 06/13/2023 | 11,397.11 | 11,397.11 | | | | |
| | Total | 22,557.11 | 11,397.11 | 11,160.00 | 0.00 | 0.00 | 0.00 |

Approved by:

David C. Rainey
Director, Owner's Representation Group

Thank you for your business! We appreciate your prompt payment.



Veridus Group, Inc.
6280 N. Shadeland Ave., Suite A
Indianapolis, IN 46220
317-598-6647

INVOICE

Town of Cedar Lake
Chris Salatas
7408 Construction Ave
Cedar Lake, IN 46303

Invoice number 202419
Date 05/11/2023
Project 2021.0204 CEDAR LAKE MUNICIPAL
COMPLEX

| Description | Contract Amount | Prior Billed | Current Billed |
|---|-----------------|--------------|----------------|
| Bidding, Construction & Closeout | 190,000.00 | 0.00 | 11,160.00 |
| Design Development & Construction Documents | 54,000.00 | 54,000.00 | 0.00 |
| Schematic Design | 15,000.00 | 15,000.00 | 0.00 |
| Total | 259,000.00 | 69,000.00 | 11,160.00 |

Invoice total 11,160.00

Aging Summary

| Invoice Number | Invoice Date | Outstanding | Current | Over 30 | Over 60 | Over 90 | Over 120 |
|----------------|--------------|-------------|-----------|---------|---------|---------|----------|
| 202419 | 05/11/2023 | 11,160.00 | 11,160.00 | | | | |
| | Total | 11,160.00 | 11,160.00 | 0.00 | 0.00 | 0.00 | 0.00 |

Approved by:

David C. Rainey
Director, Owner's Representation Group

Thank you for your business! We appreciate your prompt payment.

COUNTER-OFFER OF PETE BLAGOJEVIC AND TERRI BLAGOJEVIC, HUSBAND, AND WIFE

Pete Blagojevic and Terri Blagojevic, Husband and Wife, hereby deliver this Counter- Offer to Uniform Land Acquisition Offer of the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, commonly known as 13820 Morse St., Cedar Lake, Indiana, and as legally described in attached Exhibit "A" (including legal description of Right-of-Way Exhibit) for no monetary payment, but in-kind consideration stated in the Town Uniform Land Acquisition Offer except monetary payment, made, on the 16 day of June, 2023, and the supplemental terms set forth hereinafter, at the cost of the Town, namely;

- The Town shall construct a 12" watermain within the ROW acquisition area including valves, pipe, fire hydrant, etc.;
- The Town shall construct any necessary Utility Relocation;
- The Town shall construct necessary common excavation and grading activities throughout the ROW acquisition parcel and temporary construction easement, which shall include haul-off of materials;
- The Town shall remove any existing retaining wall;
- Site Restoration by the Town shall include 4" topsoil, fertilizer, seeding, and erosion control blanket; and
- The Town shall undertake tree Removal of four (4) trees located within the temporary construction easement, including stumping of same to below grade.
- The yard will be graded at a 4:1 side slope along the east and south extents of the parcel as shown on Exhibit B. Efforts have been made to coordinate the relocation of two existing utility pedestals located west of Morse Street, near the center point of the parcel. This relocation is beyond the Town's control and if not completed by the utility Owner either before or during the project may alter the proposed grading plan within the vicinity of the pedestals.
- Attached, additionally, is CBBEL 05-23-2023 dated Residential Grading Plan sheet, incorporated herein and marked as Exhibit "B".

OWNER

[Redacted Signature]

Pete Blagojevic

OWNER

[Redacted Signature]

Terri Blagojevic

NOTARY'S CERTIFICATE

STATE OF INDIANA)

COUNTY OF LAKE)

) SS:
)

TRUSTEE
HANOVER TOWNSHIP
SEAL
LAKE COUNTY IN.

Before me, the undersigned, a Notary Public in and for said County and State, this 16th day of June, 2023, personally appeared Pete Blagojevic and Terri Blagojevic, Husband, and Wife, and acknowledges the execution of the foregoing Instrument. In Witness Whereof, I have hereunto subscribed my name and affixed my Official Seal.

My Commission Expires: 12-31-26

[Redacted Signature]
(Signature)

Kevin Toth
(Printed) NOTARY PUBLIC

ACCEPTANCE OF OFFER

The Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, by its duly designated Town Manager, hereby accepts the Counter-Offer for in-kind consideration as specified in said Counter-Offer made by Pete Blagojevic and Terri Blagojevic, Husband, and Wife, on this ____ day of _____, 2023.

**TOWN OF CEDAR LAKE, LAKE
COUNTY, INDIANA, A MUNICIPAL
CORPORATION**

ATTEST:

Chris Salatas, Town Manager

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

NOTARY'S CERTIFICATE

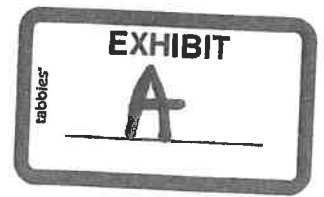
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this ____ day of _____, 2023, personally appeared Chris Salatas, Town Manager, of the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, and Jennifer N. Sandberg, Clerk-Treasurer, and acknowledged the execution of the foregoing Instrument. In Witness Whereof, I have hereunto subscribed my name and affixed my Official Seal.

My Commission Expires: _____

(Signature)

(Printed) NOTARY PUBLIC



LEGAL DESCRIPTION (MORSE STREET 15' DEDICATION):

THE EAST 15.00 FEET OF LOTS 1 AND 59 IN BLOCK 2 OF BINYON'S ADDITION TO CEDAR LAKE SUBDIVISION IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA AND RECORDED IN PLAT BOOK 16, PAGE 13 IN THE LAKE COUNTY RECORDER'S OFFICE.

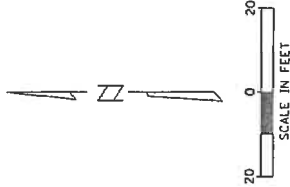
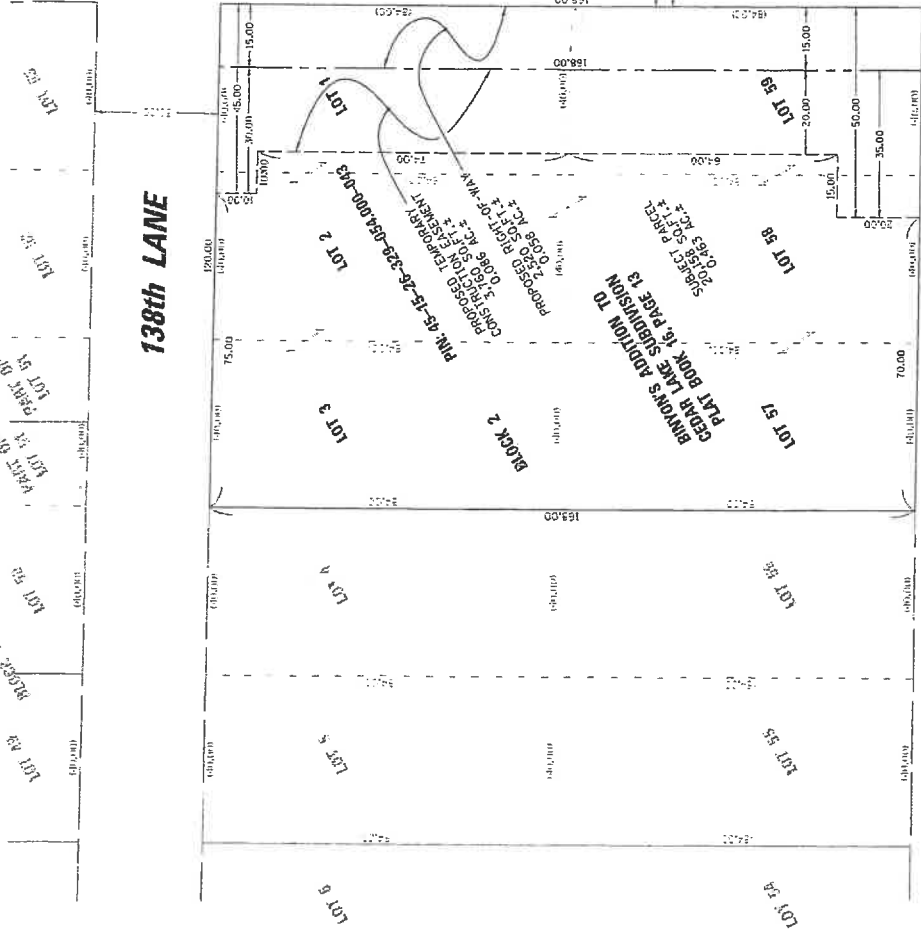
LEGAL DESCRIPTION (TEMPORARY CONSTRUCTION EASEMENT):

THAT PART OF LOTS 1, 2, 58, AND 59 IN BLOCK 2 OF BINYON'S ADDITION TO CEDAR LAKE SUBDIVISION IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA AND RECORDED IN PLAT BOOK 16, PAGE 13 IN THE LAKE COUNTY RECORDER'S OFFICE:

THE WEST 20.00 FEET OF THE EAST 35.00 FEET OF THE SOUTH 74.00 FEET OF SAID LOT 1 ALONG WITH THE NORTH 10.00 FEET OF SAID LOT 1, THE NORTH 10.00 FEET OF THE EAST 5.00 FEET OF SAID LOT 2, THE WEST 20.00 FEET OF THE EAST 35.00 FEET OF THE NORTH 64.00 FEET OF SAID LOT 59 ALONG WITH THE SOUTH 20.00 FEET OF SAID LOT 59 AND THE EAST 10.00 FEET OF THE SOUTH 20.00 FEET OF SAID LOT 58.

OWNER: PETER BLAGOJEVIC & TERRI BLAGOJEVIC
HUSBAND & WIFE
DEED DOC. NO. 2021-524162
RECORDED 8-23-2021

RIGHT-OF-WAY EXHIBIT



- GENERAL NOTES:**
1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
 2. ONLY THOSE BUILDING LINE SETBACKS AND EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISIONS ARE SHOWN. HEREIN, REFER TO THE RECORDS OF THE TOWN OF CEDAR LAKE, INDIANA FOR ALL OTHER RESTRICTIONS.
 3. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN HEREIN. SURVEYOR'S CERTIFY AND REPORT ANY DISCREPANCIES TO THE SURVEYOR AT ONCE.
 4. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.
 5. CONTRACTOR/DEVELOPER SHALL NOTIFY INDIANASURV AT 1-800-382-5544 AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK.
- SURVEYOR NOTES:**
1. PROPERTY IS SUBJECT TO: ALLEGES OF THE PUBLIC, THE STATE OF INDIANA, AND THE TOWN OF CEDAR LAKE, INDIANA. THE SURVEYOR HAS TAKEN ON USED FOR ROAD PURPOSES.
 2. OF THIS EXHIBIT.

CHRISTOPHER B. BURKE
ENGINEERING, LTD.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

RIGHT-OF-WAY EXHIBIT
IN
TOWN OF CEDAR LAKE, INDIANA
PREPARED FOR
TOWN OF CEDAR LAKE

| | | |
|---------|------------|---------------|
| CALC. | KJR | PROJECT NO. |
| DRAWN | AJK | 060015-00005 |
| CHECKED | JRM | SHEET 1 OF 1 |
| SCALE: | 1"=20' | DRAWING NO. |
| DATE: | 05-17-2023 | ROW060015_05C |

EXHIBIT
B

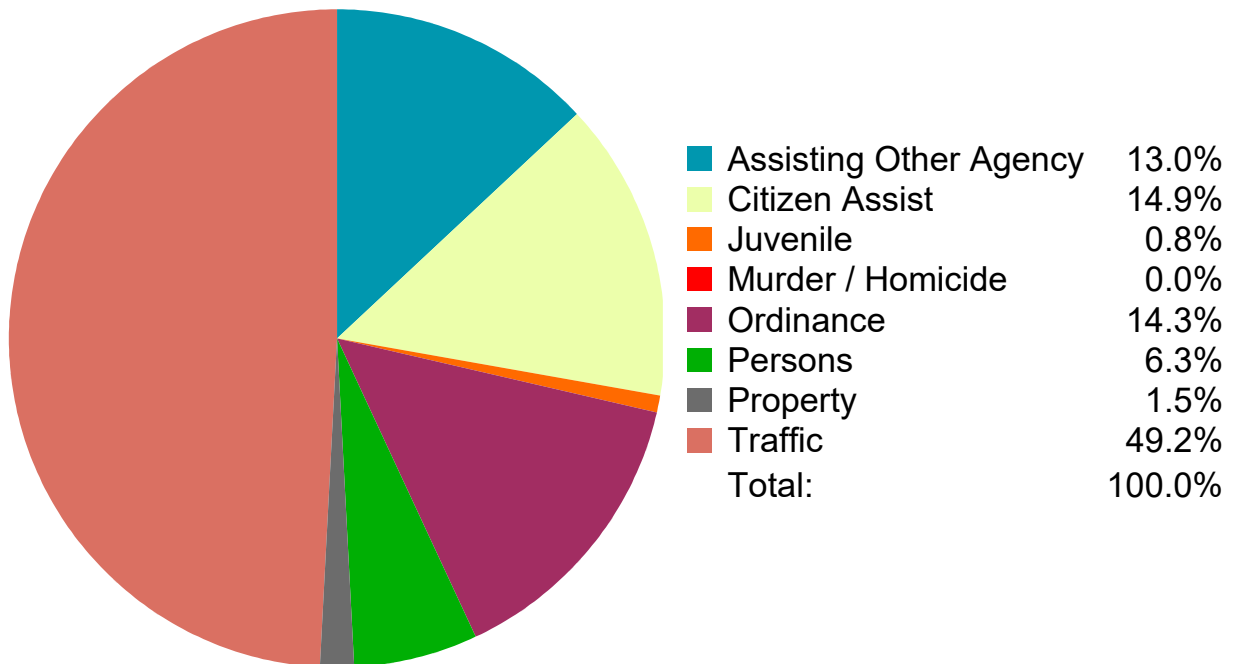
tabbles

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

| Incident Type | Month Total | Year Total |
|---|-------------|------------|
| Incidents Assisting Other Agency (Including Fire and EMS) | 143 | 671 |
| Incidents related to Citizen Assists: | 165 | 790 |
| Incidents related to Juveniles: | 9 | 43 |
| Incidents related to Murder/Homicide: | 0 | 0 |
| Incidents related to Ordinances: | 158 | 688 |
| Incidents related to Persons: | 69 | 303 |
| Incidents related to Property: | 17 | 89 |
| Incidents related to Traffic: | 543 | 3548 |
| Incidents Not Classified: | 1 | 2 |

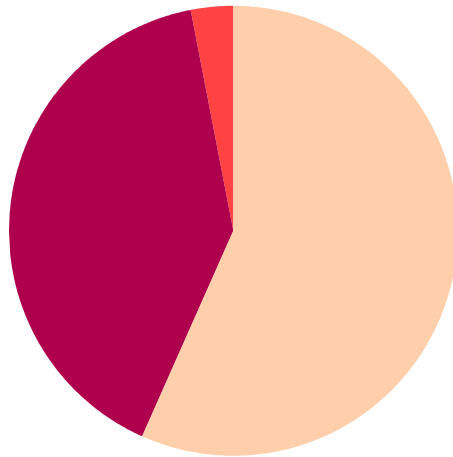
| | | |
|----------------|-------------|-------------|
| Totals: | 1105 | 6134 |
|----------------|-------------|-------------|

Average Daily Calls For Service: 40.89



CITATION REPORT
May 2023 and Year-To-Date 2023

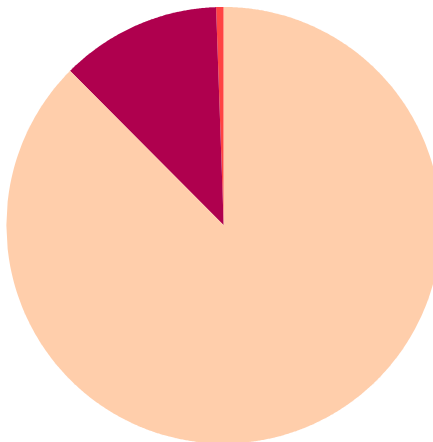
State Violations: 93
Town Traffic Violations: 0
Town Ordinance Violations: 66
Other Violations: 5
Total for May: 164
Year To Date: 982



| | |
|---------------------------|--------|
| State Violations | 56.7% |
| Town Traffic Violations | 0.0% |
| Town Ordinance Violations | 40.2% |
| Other Violations | 3.0% |
| Total: | 100.0% |

WARNING REPORT
May 2023 and Year-To-Date 2023

State Violations: 397
Town Traffic Violations: 0
Town Ordinance Violations: 53
Other Violations: 3
Total for May: 453
Year To Date: 3,176



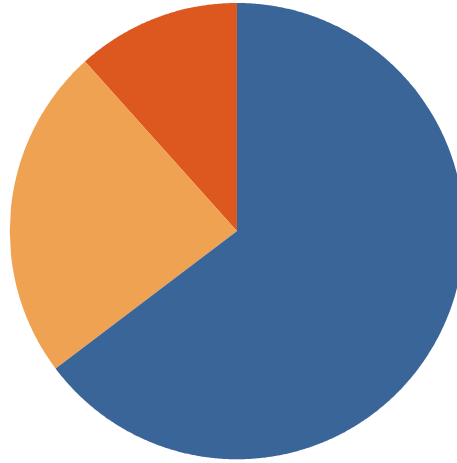
| | |
|---------------------------|--------|
| State Violations | 87.6% |
| Town Traffic Violations | 0.0% |
| Town Ordinance Violations | 11.7% |
| Other Violations | 0.7% |
| Total: | 100.0% |

ARREST REPORT
May 2023 and Year-To-Date 2023

Total Arrests: 23
Total Charges Filed: 34
Misdemeanor: 22
Felony: 8
Infraction: 0
Not Classified /
Warrant: 4

Year-To-Date

Total Arrests: 139
Total Charges Filed: 228



| | |
|------------------|---------------|
| ■ Misdemeanor | 64.7% |
| ■ Felony | 23.5% |
| ■ Infraction | 0.0% |
| ■ Not Classified | 11.8% |
| Total: | 100.0% |

Cedar Lake Police Department

Town Ordinance Warnings

1/1/2023 to 5/31/23

Grouped by Offense

| | Jan | Feb | Mar | Apr | May | Total |
|---------------------------------------|-----|-----|-----|-----|-----|-------|
| <i>Aband Vehicle on Roadway</i> | 0 | 1 | 0 | 1 | 0 | 2 |
| <i>Abandoned Vehicle</i> | 11 | 12 | 7 | 9 | 14 | 53 |
| <i>ABANDONED VEHICLE -</i> | 0 | 0 | 0 | 1 | 0 | 1 |
| <i>ABANDONED VEHICLE -</i> | 0 | 1 | 0 | 0 | 0 | 1 |
| <i>ANIMALS - RUNNING AT</i> | 0 | 0 | 0 | 1 | 0 | 1 |
| <i>DOGS - LICENSE AND</i> | 0 | 2 | 0 | 0 | 1 | 3 |
| <i>DOGS - NOISE DISTURBANCE</i> | 0 | 1 | 2 | 0 | 0 | 3 |
| <i>DOGS - RUNNING AT LARGE</i> | 0 | 1 | 0 | 0 | 2 | 3 |
| <i>FIREWORKS - USE AND DISCHARGE,</i> | 0 | 0 | 0 | 1 | 0 | 1 |
| <i>House Numbers</i> | 0 | 0 | 0 | 0 | 1 | 1 |
| <i>LITTERING - SWEEPING LITTER</i> | 0 | 0 | 0 | 0 | 1 | 1 |
| <i>Non-Use Refuse Container</i> | 0 | 1 | 0 | 0 | 0 | 1 |
| <i>Nuisance-Accum Rubbish</i> | 0 | 0 | 1 | 5 | 3 | 9 |
| <i>NUISANCES - ACCUMULATION</i> | 0 | 0 | 1 | 2 | 0 | 3 |
| <i>NUISANCES - OPEN BURNING</i> | 0 | 0 | 0 | 2 | 0 | 2 |
| <i>NUISANCES - WEEDS, RANK</i> | 0 | 0 | 0 | 0 | 1 | 1 |

| | Jan | Feb | Mar | Apr | May | Total |
|--|-----------|-----------|-----------|-----------|-----------|------------|
| <i>OFF-ROAD VEHICLES -</i> | 0 | 0 | 1 | 1 | 0 | 2 |
| <i>OPERATION OF VEHICLE AT STOP</i> | 1 | 0 | 3 | 1 | 0 | 5 |
| <i>Parking - Blocking Traffic</i> | 9 | 17 | 39 | 6 | 1 | 72 |
| <i>Parking - Proper Manner</i> | 1 | 0 | 0 | 0 | 0 | 1 |
| <i>Parking - Traveled Portion RDWY</i> | 0 | 0 | 1 | 12 | 0 | 13 |
| <i>Scattering of Refuse</i> | 0 | 1 | 0 | 1 | 0 | 2 |
| <i>Snow Emergency Parking-Roadway</i> | 0 | 6 | 0 | 0 | 0 | 6 |
| <i>SPEED LIMITS</i> | 16 | 0 | 0 | 0 | 0 | 16 |
| <i>SPEED LIMITS - 11-20 MPH OVER</i> | 1 | 4 | 3 | 1 | 3 | 12 |
| <i>SPEED LIMITS - 21-30 MPH OVER</i> | 0 | 0 | 1 | 0 | 0 | 1 |
| <i>STREETS AND SIDEWALKS -</i> | 0 | 1 | 0 | 0 | 0 | 1 |
| <i>TRUCK ROUTE</i> | 0 | 3 | 0 | 0 | 0 | 3 |
| <i>Unauthorized Accumulation</i> | 4 | 4 | 0 | 1 | 0 | 9 |
| <i>Weeds - Nuisance</i> | 0 | 0 | 0 | 6 | 26 | 32 |
| Total | 43 | 55 | 59 | 51 | 53 | 261 |

Cedar Lake Police Department

Town Ordinance Citations

1/1/2023 to 5/31/2023

Grouped by Offense

| | Jan | Feb | Mar | Apr | May | Total |
|--|-----|-----|-----|-----|-----|------------|
| <i>Aband Vehicle on Roadway</i> | 0 | 1 | 2 | 1 | 0 | 4 |
| <i>Abandoned Vehicle</i> | 29 | 20 | 35 | 36 | 29 | 149 |
| <i>ABANDONED VEHICLE -</i> | 0 | 0 | 0 | 0 | 1 | 1 |
| <i>ABANDONED VEHICLE -</i> | 0 | 1 | 0 | 0 | 0 | 1 |
| <i>ABANDONED VEHICLE -</i> | 0 | 1 | 0 | 0 | 0 | 1 |
| <i>ALARM SYSTEMS - FALSE ALARM - 3</i> | 0 | 0 | 1 | 0 | 0 | 1 |
| <i>ALARM SYSTEMS - FALSE ALARM - 6</i> | 0 | 1 | 0 | 0 | 0 | 1 |
| <i>DOGS - NOISE DISTURBANCE</i> | 0 | 0 | 0 | 1 | 0 | 1 |
| <i>DOGS - RUNNING AT LARGE</i> | 0 | 0 | 0 | 0 | 1 | 1 |
| <i>Non-Use Refuse Container</i> | 0 | 0 | 2 | 0 | 0 | 2 |
| <i>Nuisance-Accum Rubbish</i> | 2 | 0 | 3 | 6 | 6 | 17 |
| <i>NUISANCES - ACCUMULATION</i> | 0 | 0 | 1 | 1 | 2 | 4 |
| <i>NUISANCES - DWELLINGS UNFIT</i> | 0 | 0 | 0 | 1 | 0 | 1 |
| <i>OBSTRUCTIONS TO VISIBILITY AT</i> | 0 | 0 | 1 | 0 | 0 | 1 |
| <i>Off-road vehicle on roadway</i> | 1 | 0 | 0 | 0 | 0 | 1 |
| <i>OFF-ROAD VEHICLES -</i> | 0 | 0 | 1 | 0 | 0 | 1 |

| | Jan | Feb | Mar | Apr | May | Total |
|--|-----------|-----------|-----------|-----------|-----------|--------------|
| <i>OFF-ROAD VEHICLES -</i> | 0 | 0 | 0 | 1 | 0 | 1 |
| <i>OPERATION OF VEHICLE AT STOP</i> | 0 | 3 | 0 | 5 | 0 | 8 |
| <i>Parking - Blocking Traffic</i> | 0 | 1 | 1 | 1 | 0 | 3 |
| <i>Parking - Traveled Portion RDWY</i> | 0 | 0 | 0 | 2 | 0 | 2 |
| <i>PUBLIC ORDER - MINOR CURFEW</i> | 0 | 0 | 0 | 0 | 3 | 3 |
| <i>Scattering of Refuse</i> | 0 | 1 | 1 | 0 | 0 | 2 |
| <i>SPEED LIMITS</i> | 4 | 0 | 0 | 0 | 0 | 4 |
| <i>SPEED LIMITS - 11-20 MPH OVER</i> | 2 | 1 | 2 | 2 | 3 | 10 |
| <i>SPEED LIMITS - 21-30 MPH OVER</i> | 1 | 4 | 1 | 5 | 5 | 16 |
| <i>STREETS AND SIDEWALKS -</i> | 0 | 0 | 0 | 0 | 1 | 1 |
| <i>Unauthorized Accumulation</i> | 4 | 2 | 2 | 2 | 0 | 10 |
| <i>UNAUTHORIZED SIGNALS OR</i> | 1 | 0 | 0 | 0 | 0 | 1 |
| <i>Weeds - Nuisance</i> | 0 | 0 | 0 | 2 | 15 | 17 |
| Total | 44 | 36 | 53 | 66 | 66 | 265 |

Cedar Lake Police Department

Traffic Stop Analysis

1/1/2014 to 5/31/2023



| | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Jan | 143 | 221 | 279 | 353 | 180 | 260 | 321 | 351 | 389 | 738 |
| Feb | 258 | 221 | 221 | 400 | 161 | 331 | 300 | 285 | 257 | 651 |
| Mar | 388 | 249 | 489 | 372 | 225 | 380 | 190 | 460 | 373 | 632 |
| Apr | 421 | 266 | 328 | 266 | 229 | 415 | 21 | 376 | 324 | 534 |
| May | 436 | 393 | 361 | 277 | 250 | 345 | 119 | 318 | 418 | 435 |
| Jun | 213 | 307 | 325 | 269 | 260 | 345 | 182 | 318 | 283 | |
| Jul | 273 | 373 | 393 | 245 | 292 | 371 | 285 | 372 | 359 | |
| Aug | 369 | 271 | 258 | 249 | 236 | 366 | 303 | 364 | 421 | |
| Sep | 224 | 252 | 264 | 284 | 286 | 259 | 212 | 281 | 378 | |
| Oct | 228 | 240 | 356 | 191 | 302 | 285 | 182 | 348 | 417 | |
| Nov | 295 | 261 | 407 | 257 | 280 | 329 | 172 | 320 | 397 | |
| Dec | 287 | 331 | 311 | 186 | 269 | 317 | 203 | 357 | 474 | |
| Total | 3,535 | 3,385 | 3,992 | 3,349 | 2,970 | 4,003 | 2,490 | 4,150 | 4,490 | 2,990 |

Cedar Lake Police Department

Warning Analysis

1/1/2014 to 5/31/2023



| | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Jan | 69 | 112 | 171 | 215 | 105 | 202 | 275 | 291 | 305 | 754 |
| Feb | 121 | 103 | 122 | 236 | 99 | 299 | 253 | 235 | 236 | 694 |
| Mar | 172 | 122 | 267 | 221 | 125 | 343 | 154 | 395 | 396 | 731 |
| Apr | 194 | 153 | 194 | 195 | 148 | 376 | 15 | 323 | 301 | 544 |
| May | 193 | 223 | 210 | 210 | 225 | 289 | 112 | 263 | 461 | 453 |
| Jun | 108 | 167 | 198 | 211 | 191 | 309 | 136 | 273 | 334 | |
| Jul | 145 | 154 | 203 | 166 | 271 | 316 | 234 | 338 | 358 | |
| Aug | 200 | 131 | 177 | 173 | 220 | 313 | 218 | 270 | 438 | |
| Sep | 98 | 139 | 158 | 182 | 228 | 223 | 188 | 205 | 433 | |
| Oct | 111 | 102 | 228 | 128 | 322 | 222 | 154 | 265 | 422 | |
| Nov | 137 | 173 | 235 | 161 | 243 | 260 | 182 | 258 | 404 | |
| Dec | 140 | 194 | 215 | 115 | 193 | 272 | 180 | 251 | 465 | |
| Total | 1,688 | 1,773 | 2,378 | 2,213 | 2,370 | 3,424 | 2,101 | 3,367 | 4,553 | 3,176 |

Cedar Lake Police Department

Citation Analysis

1/1/2014 to 5/31/2023



| | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|------------|
| Jan | 81 | 111 | 106 | 136 | 92 | 120 | 207 | 169 | 165 | 192 |
| Feb | 102 | 103 | 96 | 200 | 80 | 148 | 148 | 156 | 103 | 203 |
| Mar | 172 | 126 | 244 | 187 | 108 | 120 | 122 | 215 | 167 | 208 |
| Apr | 194 | 139 | 145 | 142 | 123 | 102 | 38 | 126 | 152 | 215 |
| May | 208 | 259 | 193 | 148 | 122 | 98 | 74 | 144 | 159 | 164 |
| Jun | 121 | 168 | 180 | 164 | 122 | 107 | 140 | 156 | 167 | |
| Jul | 135 | 226 | 245 | 147 | 118 | 112 | 156 | 163 | 215 | |
| Aug | 190 | 163 | 137 | 113 | 83 | 112 | 193 | 123 | 232 | |
| Sep | 91 | 137 | 122 | 91 | 97 | 106 | 137 | 147 | 166 | |
| Oct | 82 | 178 | 163 | 85 | 87 | 113 | 110 | 147 | 145 | |
| Nov | 133 | 143 | 183 | 84 | 92 | 92 | 107 | 129 | 129 | |
| Dec | 103 | 155 | 123 | 94 | 93 | 111 | 85 | 117 | 149 | |
| Total | 1,612 | 1,908 | 1,937 | 1,591 | 1,217 | 1,341 | 1,517 | 1,792 | 1,949 | 982 |

Cedar Lake Police Department

Law Incident Analysis

1/1/2014 to 5/31/2023



| | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Jan | 366 | 272 | 341 | 440 | 460 | 433 | 499 | 459 | 503 | 516 |
| Feb | 286 | 236 | 385 | 404 | 451 | 484 | 454 | 460 | 433 | 502 |
| Mar | 307 | 322 | 458 | 443 | 461 | 461 | 427 | 522 | 547 | 551 |
| Apr | 371 | 351 | 488 | 564 | 471 | 512 | 334 | 508 | 501 | 649 |
| May | 438 | 421 | 512 | 629 | 624 | 518 | 642 | 556 | 674 | 631 |
| Jun | 464 | 383 | 612 | 628 | 644 | 505 | 625 | 663 | 659 | |
| Jul | 481 | 395 | 629 | 659 | 682 | 510 | 575 | 652 | 632 | |
| Aug | 455 | 376 | 505 | 614 | 656 | 572 | 633 | 555 | 638 | |
| Sep | 365 | 372 | 489 | 573 | 575 | 602 | 573 | 525 | 579 | |
| Oct | 348 | 479 | 439 | 511 | 594 | 476 | 562 | 499 | 544 | |
| Nov | 295 | 375 | 425 | 488 | 507 | 444 | 495 | 429 | 515 | |
| Dec | 285 | 423 | 441 | 488 | 455 | 420 | 460 | 481 | 546 | |
| Total | 4,461 | 4,405 | 5,724 | 6,441 | 6,580 | 5,937 | 6,279 | 6,309 | 6,771 | 2,849 |

Cedar Lake Police Department

Arrest Analysis

1/1/2014 to 5/31/2023



| | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
|--------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| Jan | 25 | 19 | 25 | 35 | 21 | 28 | 40 | 32 | 31 | 29 |
| Feb | 16 | 20 | 15 | 17 | 8 | 37 | 22 | 29 | 30 | 29 |
| Mar | 19 | 27 | 20 | 14 | 20 | 26 | 10 | 27 | 31 | 28 |
| Apr | 24 | 26 | 33 | 21 | 31 | 31 | 7 | 13 | 31 | 30 |
| May | 20 | 36 | 18 | 33 | 39 | 26 | 24 | 30 | 26 | 23 |
| Jun | 16 | 33 | 39 | 25 | 28 | 38 | 25 | 36 | 28 | |
| Jul | 24 | 19 | 38 | 21 | 26 | 25 | 23 | 26 | 30 | |
| Aug | 21 | 23 | 26 | 30 | 40 | 43 | 25 | 17 | 28 | |
| Sep | 10 | 15 | 19 | 19 | 34 | 22 | 31 | 28 | 20 | |
| Oct | 13 | 17 | 28 | 26 | 34 | 23 | 27 | 32 | 40 | |
| Nov | 12 | 10 | 15 | 24 | 19 | 20 | 23 | 20 | 19 | |
| Dec | 15 | 21 | 16 | 24 | 16 | 18 | 10 | 20 | 27 | |
| Total | 215 | 266 | 292 | 289 | 316 | 337 | 267 | 310 | 341 | 139 |

Cedar Lake Police Department

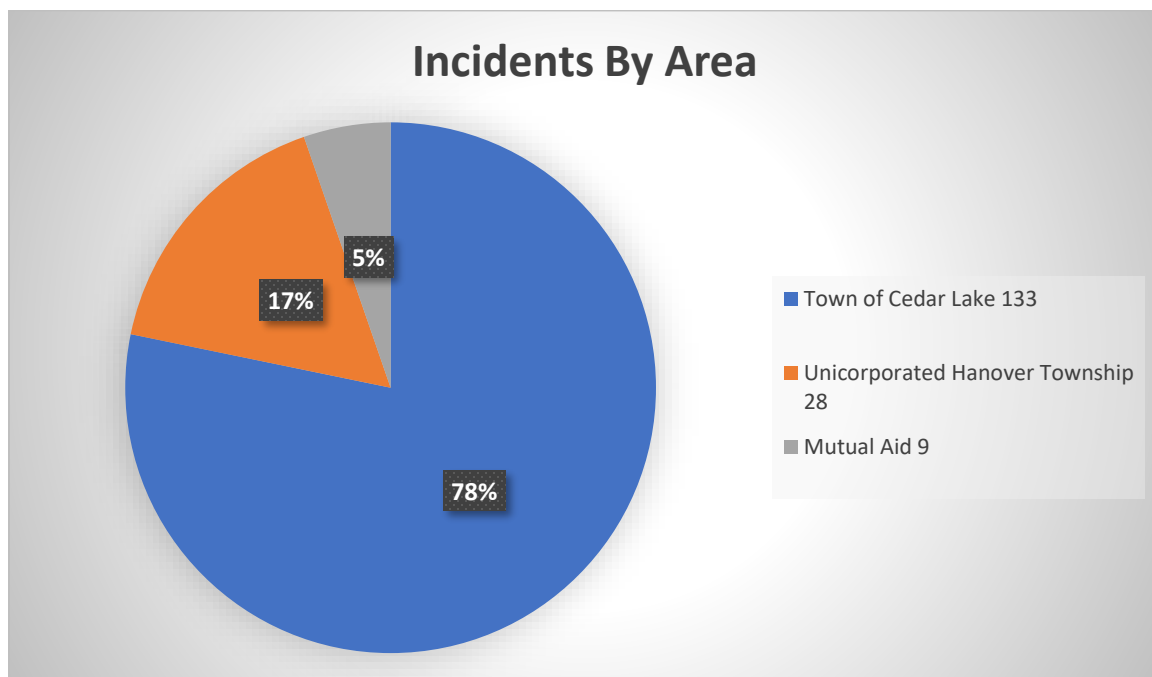
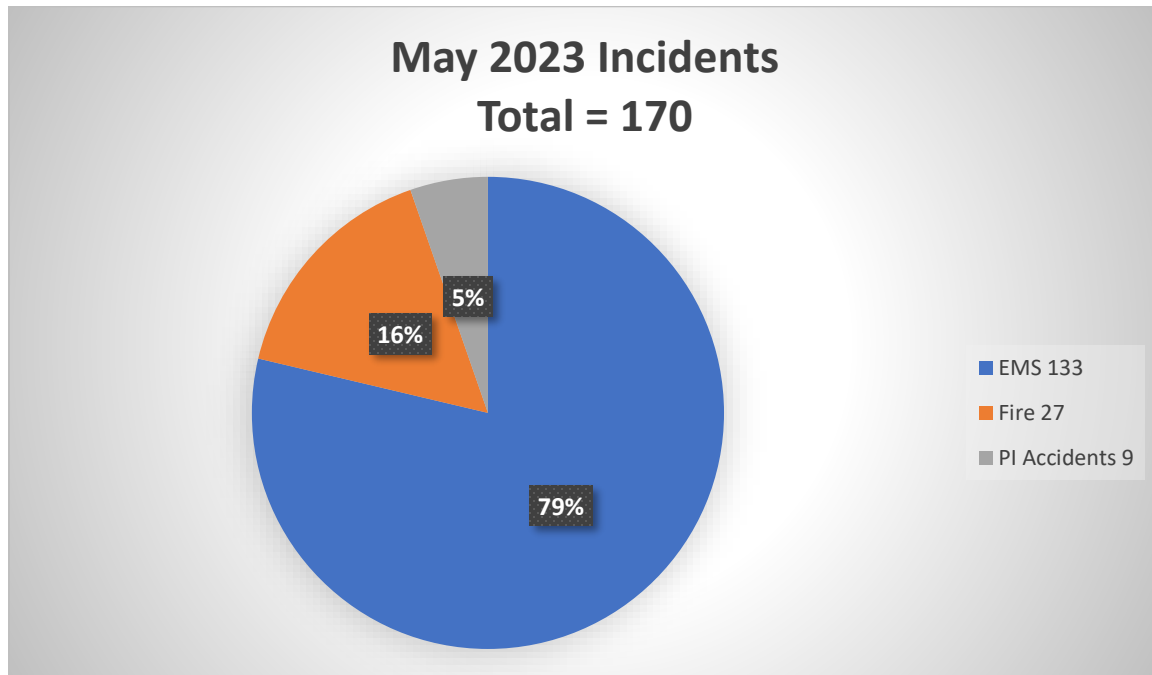
Arrest Offense Analysis

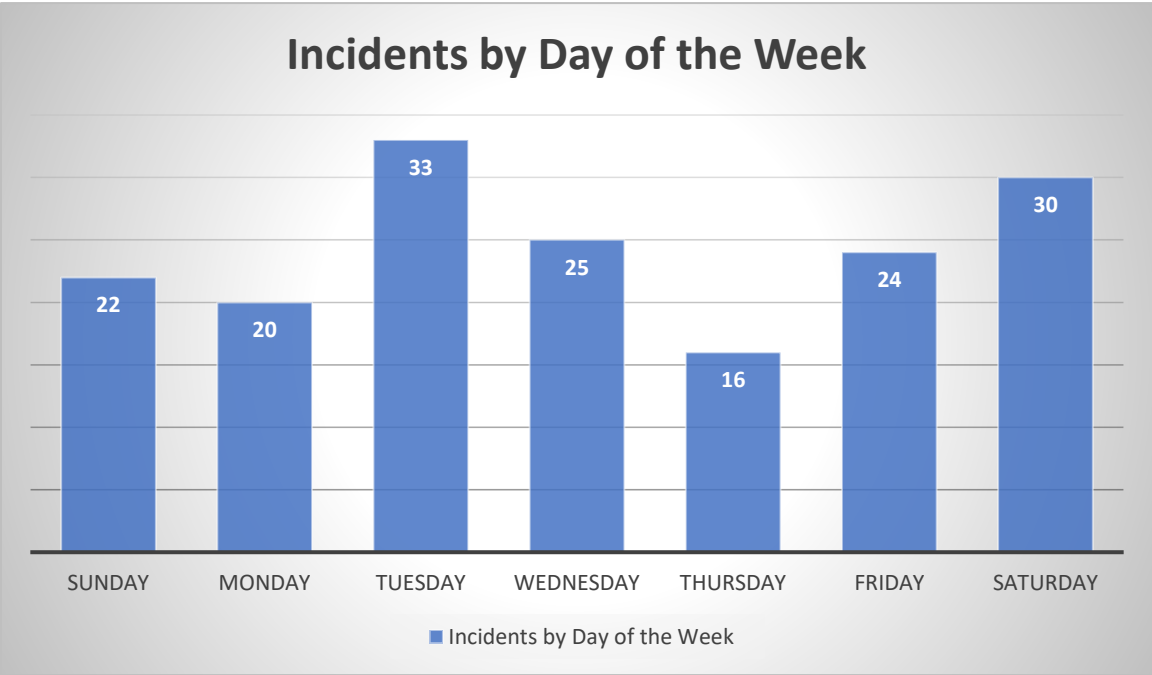
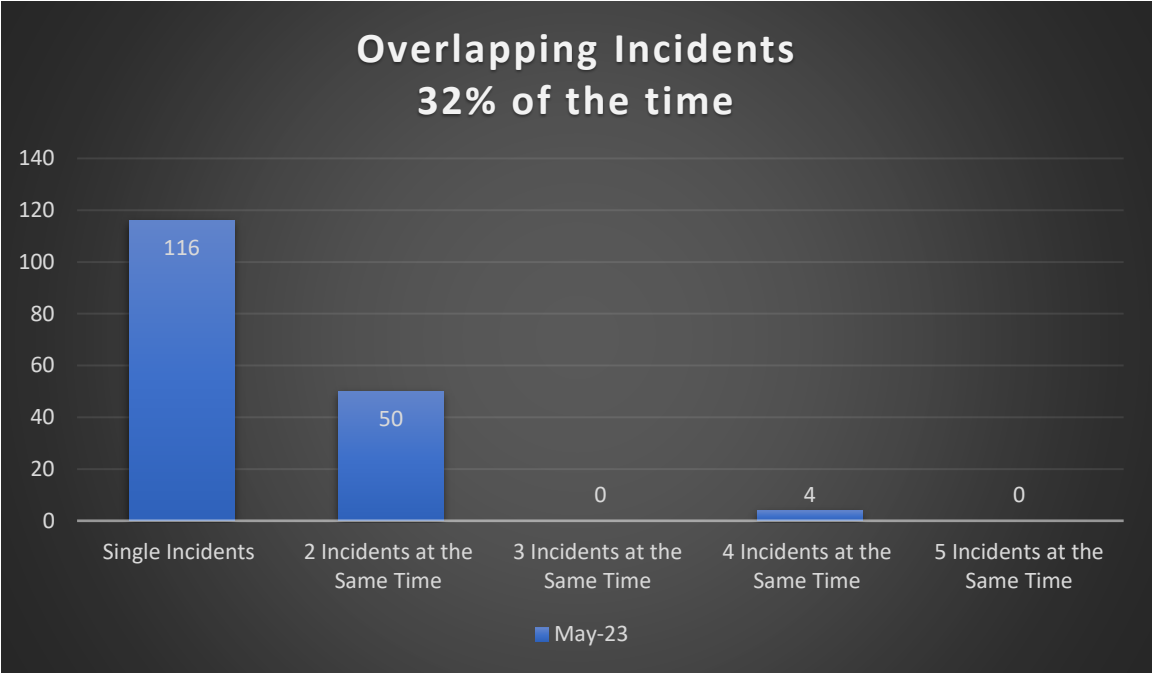
1/1/2014 to 5/31/2023



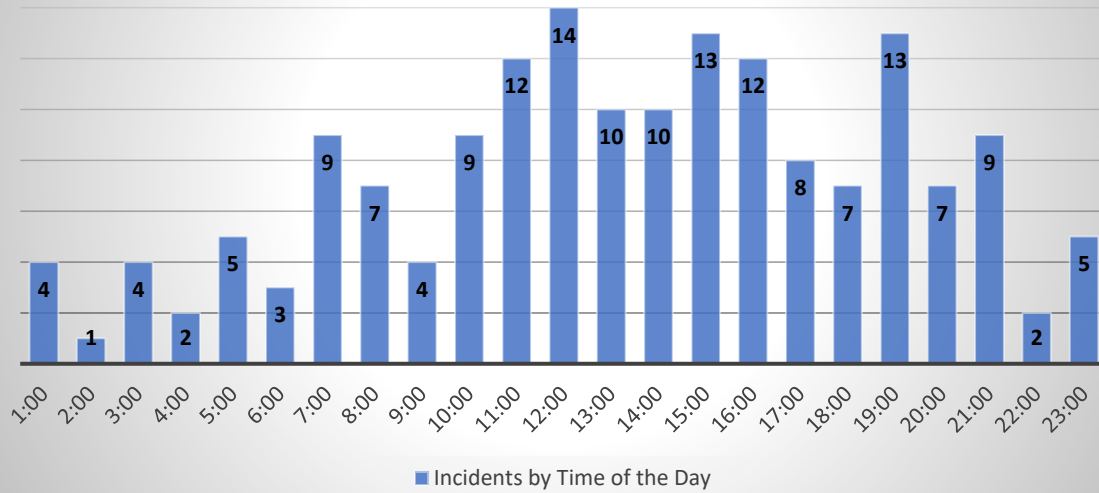
| | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
|--------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| Jan | 42 | 24 | 28 | 58 | 26 | 62 | 71 | 51 | 51 | 47 |
| Feb | 21 | 25 | 25 | 26 | 15 | 71 | 37 | 59 | 47 | 50 |
| Mar | 25 | 30 | 23 | 25 | 35 | 52 | 18 | 42 | 69 | 49 |
| Apr | 30 | 27 | 53 | 40 | 45 | 45 | 16 | 21 | 54 | 48 |
| May | 25 | 50 | 26 | 52 | 63 | 37 | 31 | 51 | 45 | 34 |
| Jun | 21 | 37 | 63 | 35 | 43 | 60 | 41 | 68 | 45 | |
| Jul | 32 | 23 | 60 | 34 | 35 | 42 | 42 | 46 | 63 | |
| Aug | 31 | 28 | 33 | 50 | 49 | 70 | 44 | 29 | 55 | |
| Sep | 17 | 20 | 26 | 35 | 46 | 38 | 55 | 61 | 34 | |
| Oct | 26 | 21 | 42 | 40 | 55 | 33 | 61 | 63 | 65 | |
| Nov | 14 | 10 | 29 | 33 | 31 | 35 | 40 | 34 | 41 | |
| Dec | 23 | 21 | 28 | 35 | 19 | 32 | 21 | 30 | 59 | |
| Total | 307 | 316 | 436 | 463 | 462 | 577 | 477 | 555 | 628 | 228 |

May 2023 Operations Report

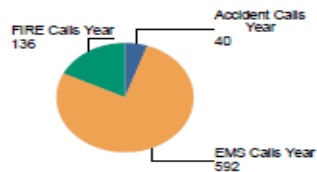




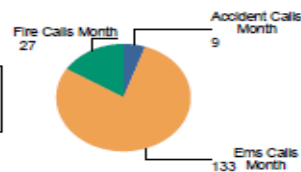
Incidents by Time of the Day



**Cedar Lake Fire Department
Monthly Summary Report
1/1/2023 to 5/31/2023**



| | |
|---------------------|--------|
| Accident Calls Year | 5.2% |
| EMS Calls Year | 77.1% |
| FIRE Calls Year | 17.7% |
| Total: | 100.0% |



| | |
|----------------------|--------|
| Accident Calls Month | 5.3% |
| Ems Calls Month | 78.7% |
| Fire Calls Month | 16.0% |
| Total: | 100.0% |

Average Daily Calls for Service: 5.16

Yearly Totals

| | |
|-----------------|-----|
| Agency Assist | 1 |
| EMD | 1 |
| EMS Abdominal | 14 |
| EMS Animal Bite | 1 |
| EMS Assault | 6 |
| EMS Back Pain | 5 |
| EMS Bleeding | 14 |
| EMS Breathing | 51 |
| EMS Burns | 1 |
| EMS Chest Pain | 32 |
| EMS Choking | 2 |
| EMS Death | 4 |
| EMS Diabetic | 9 |
| EMS Fall | 86 |
| EMS Full Arrest | 9 |
| EMS Headache | 1 |
| EMS Heart Prob | 13 |
| EMS Heat / Cold | 1 |
| EMS Lift Assist | 63 |
| EMS Misc | 1 |
| EMS Mutual Aid | 4 |
| EMS Overdose | 10 |
| EMS Pregnancy | 4 |
| EMS Psych | 44 |
| EMS Seizure | 19 |
| EMS Sick Person | 106 |
| EMS Standby | 1 |
| EMS Stroke | 19 |
| EMS Trauma | 20 |
| EMS Uncons | 37 |
| EMS Unknown | 15 |
| FIRE Alarm | 20 |
| FIRE Assist | 7 |
| FIRE Brush | 1 |
| FIRE CO Alarm | 8 |
| FIRE Dive Recvy | 1 |
| FIRE Gas IN | 8 |
| FIRE Gas OUT | 3 |
| FIRE Hazmat | 1 |
| FIRE Inspection | 8 |
| FIRE Investigat | 2 |
| FIRE Misc | 5 |
| FIRE Mutual Aid | 16 |
| FIRE Outside | 7 |
| FIRE Smoke Odor | 1 |
| FIRE Smoke Out | 1 |

| | |
|-----------------|----|
| FIRE Standby | 5 |
| FIRE Structure | 25 |
| FIRE Utility | 11 |
| FIRE Vehicle | 1 |
| FIRE Washdown | 2 |
| FIRE Water Resc | 3 |
| Odor | 1 |
| PD Accident | 2 |
| PI Accident | 38 |
| Suicidal Subj | 2 |
| Unk. Problem | 1 |

Total for Year: 774

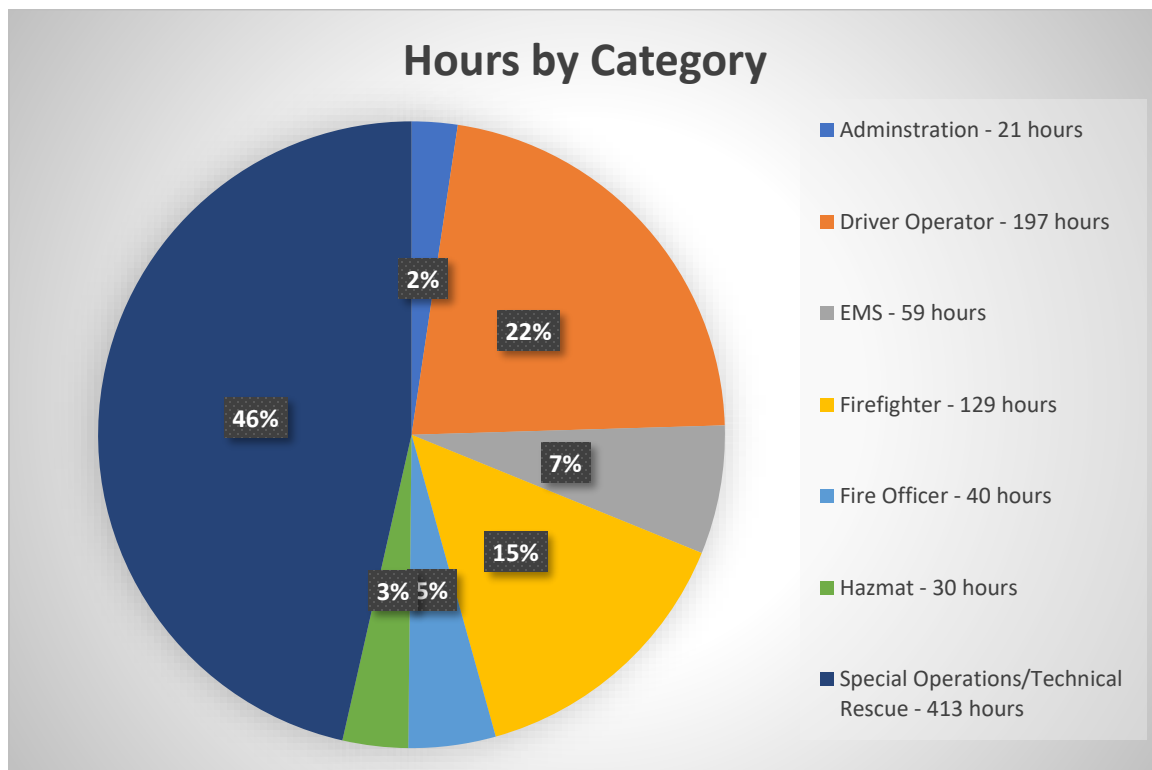
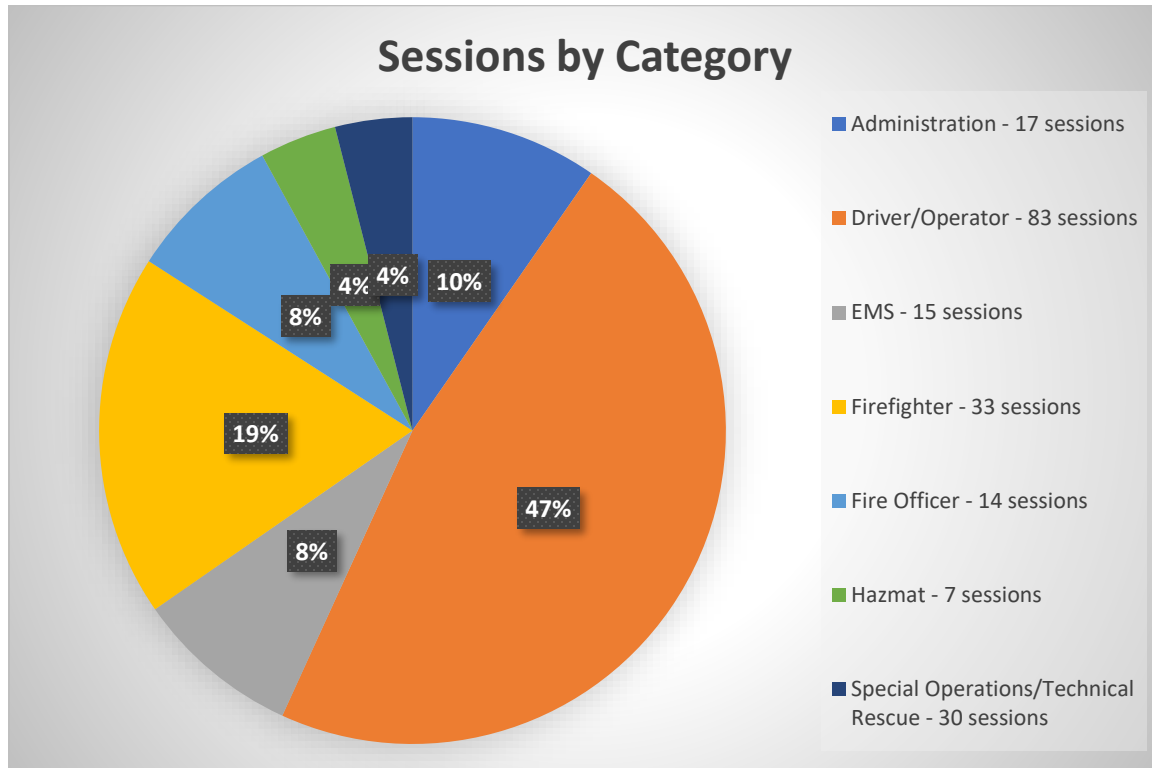
Monthly Totals

| | |
|-----------------|----|
| EMS Abdominal | 1 |
| EMS Assault | 1 |
| EMS Bleeding | 3 |
| EMS Breathing | 12 |
| EMS Chest Pain | 5 |
| EMS Diabetic | 3 |
| EMS Fall | 20 |
| EMS Heat / Cold | 1 |
| EMS Lift Assist | 16 |
| EMS Mutual Aid | 2 |
| EMS Overdose | 1 |
| EMS Psych | 5 |
| EMS Seizure | 2 |
| EMS Sick Person | 27 |
| EMS Standby | 1 |
| EMS Stroke | 9 |
| EMS Trauma | 8 |
| EMS Uncons | 11 |
| EMS Unknown | 5 |
| FIRE Alarm | 2 |
| FIRE Assist | 2 |
| FIRE CO Alarm | 1 |
| FIRE Gas IN | 2 |
| FIRE Inspection | 1 |
| FIRE Misc | 3 |
| FIRE Mutual Aid | 1 |
| FIRE Outside | 1 |
| FIRE Standby | 4 |
| FIRE Structure | 7 |
| FIRE Utility | 2 |
| FIRE Water Resc | 1 |
| PD Accident | 1 |
| PI Accident | 8 |
| Unk. Problem | 1 |

Total for Month: 170

May 2023 Training Report

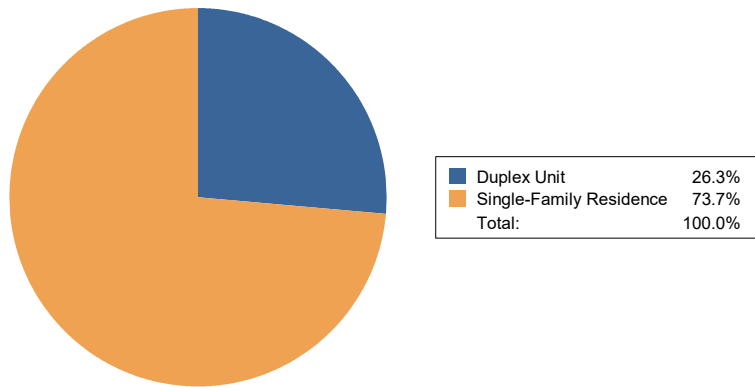
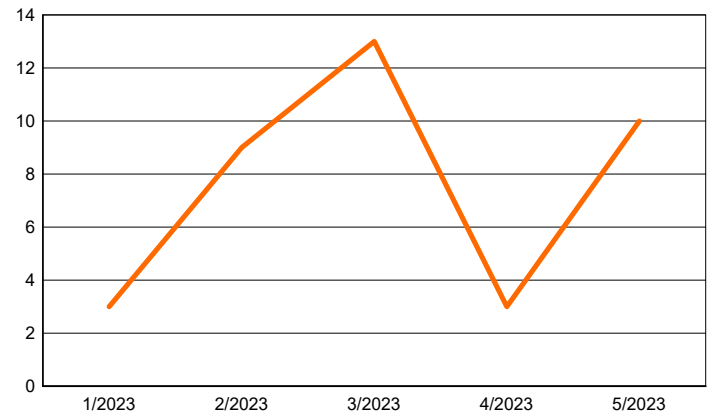
Hours Logged: 888



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

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

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

**Report of All New Construction Permits****1/1/2023 to 5/31/2023****Grouped by Month****New Construction Type****Permits by Month****January 2023**Residential New Construction Permits: **3**New Residential Construction Value: **\$572,690**New Construction Permits: **3**Total Value of Construction for January: **\$572,690****February 2023**Residential New Construction Permits: **9**New Residential Construction Value: **\$1,717,100**New Construction Permits: **9**Total Value of Construction for February: **\$1,717,100****March 2023**Residential New Construction Permits: **13**New Residential Construction Value: **\$4,419,495**New Construction Permits: **13**Total Value of Construction for March: **\$4,419,495****April 2023**Residential New Construction Permits: **3**New Residential Construction Value: **\$1,078,659**New Construction Permits: **3**Total Value of Construction for April: **\$1,078,659****May 2023**Residential New Construction Permits: **10**New Residential Construction Value: **\$2,590,269**New Construction Permits: **10**Total Value of Construction for May: **\$2,590,269**

Total New Construction Permits: **38**
Total Residential New Construction Permits: **38**
Total Commercial New Construction Permits: **0**
Total School New Construction Permits: **0**

Total Value of New Construction: **\$10,378,213**
Total Value of New Residential Construction: **\$10,378,213**
Total Value of New Commercial Construction:
Total Value of New School Construction:

Town of Cedar Lake

Office of Building, Zoning, and Planning

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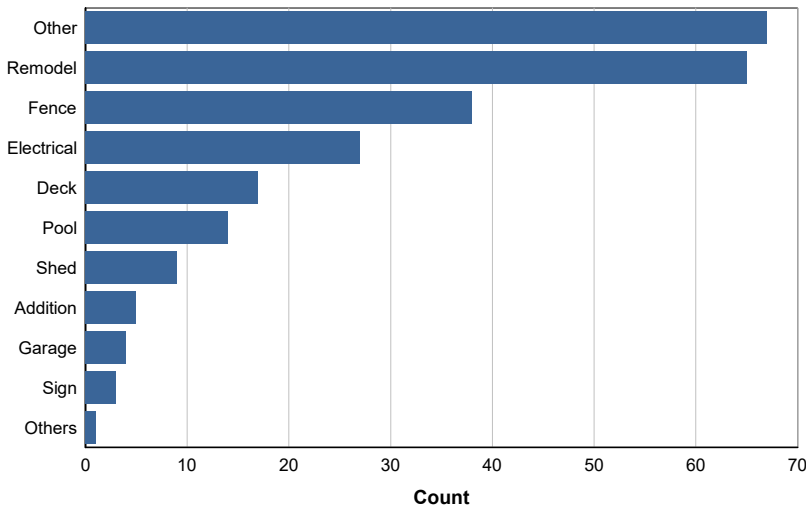
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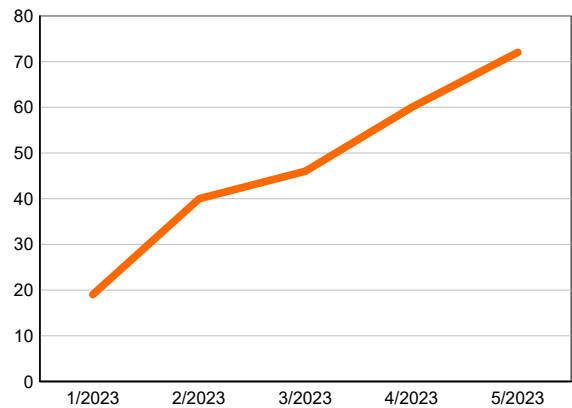
Report of All Other Permits

1/1/2023 to 5/31/2023

Grouped by Month



Permits by Month



Project Class

January 2023

Other Residential Permits: 18

Other Commercial Permits: 1

Total of Other Permits: 19

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

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

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

February 2023

Other Residential Permits: 35

Other Commercial Permits: 1

Other Permits: 4

Total of Other Permits: 40

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

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

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

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

March 2023

Other Residential Permits: 40

Other Commercial Permits: 5

Other Permits: 1

Total of Other Permits: 46

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

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

Other Permits Value: **\$500**

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

April 2023

Other Residential Permits: 54

Other Commercial Permits: 6

Total of Other Permits: 60

Other Residential Permits Value: **\$1,486,308**

Other Commercial Permits Value: **\$112,757**

Total Value of All Other Permits: **\$1,599,065**

May 2023

Other Residential Permits: 68

Other Commercial Permits: 2

Other Permits: 2

Total of Other Permits: 72

Other Residential Permits Value: \$906,582

Other Commercial Permits Value: \$15,000

Other Permits Value: \$23,298

Total Value of All Other Permits: \$944,880

Grand Total of Other Permits: 237

Grand Total Value of All Other Permits: \$4,942,532