



TOWN COUNCIL PUBLIC MEETING AGENDA

July 18, 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

OATHS OF OFFICE: Fire Chief Todd Wilkening

1. Travis Able Firefighter/EMT
2. Padrick Schmitt, Volunteer Firefighter

PUBLIC HEARINGS:

1. **Ordinance No. 1456, Public Way Vacation Continued Public Hearing – Rago**
2. **Resolution No. 1334, Additional Appropriation**

PUBLIC COMMENT (*on agenda items*):

CONSENT AGENDA:

1. **Minutes:** June 20, 2023
2. **Claims:** All Town Funds: \$2,284,915.97; Wastewater Operating: \$639,893.57; Water Utility: \$147,848.77; 2010B Water Bond: \$3,733.75; Storm Water: \$163,359.78 Payroll: 6/22/23, 6/20/23, 7/3/23, 7/6/23- \$685,728.18; and June Remittances \$229,706.10
3. **Manual Journal Entries:** June 1, 2023 – June 30, 2023
4. **Donations: Police Department Donations:** \$1000, Liza & Jeff Bianchi; \$1000, Alan & Gina Pieczul
Fire Department Donations: \$1000, Liza & Jeff Bianchi; \$1000, Alan & Gina Pieczul; **Police K9 Donation:** LBL Development LLC, \$2,000.
5. **Tag Day Request:** Hanover High School Cheer, August 19, 2023 (August 26th rain date)

ORDINANCES & RESOLUTIONS:

1. **Ordinance No. 1466** – Howkinson Farm Annexation by Olthof Homes (*Introductory Reading*)
2. **Resolution No. 1333** – Temporary Loan 2017 RDA A, B, & C Bonds
3. **Resolution No. 1335** – Fire Department Transfer Resolution

BZA/PLAN COMMISSION

1. Performance Letter of Credit Extension – Beacon Pointe East, Unit 2
2. Release of Maintenance Funds payable to Tech Credit Union **in the amount of \$5789.90**, the term to hold expired on 12-10-2022, and authorize the Clerk-Treasurer's Office to cut a check for the same

NEW BUSINESS:

1. Morse Street Water Main Extension Project Bid Award
2. Consider a Board of Safety Favorable Recommendation dated June 28, 2023, for clarification of the ProTeam Tactical Performance Town Council Motion of April 4, 2023, made after receiving a

BOS Favorable Recommendation dated March 23, 2023, to include language specifying the Town's Workers Compensation protocol must be followed

3. Disbursement Request No. 3 for 2022A Project Trustee Fund No 1001031163 **in the amount of \$19,423.47**
4. Disbursement Request No. 2 for 2022B Project Trustee Fund No 1001031164 **in the amount of \$32,234.67**
5. Fire Department Reimbursement Agreement with Travis Able
6. Acceptance of Sullivan Trust Parcel Uniform Property Acquisition Offer (Founders Creek Project)
7. Ratify Acceptance of the Mendoza Counter Offer for Morse St and Constitution Avenue and Authorization of processing said documents by the Town Manager, Clerk-Treasurer, and Town Attorney (East Side Water Improvement Project)
8. Acknowledge and Accept the two (2) Mendoza Permanent Easement Agreements and Authorize the Town Manager, Clerk-Treasurer, and Town Attorney to Finalize the Execution of Documents
9. Acknowledge and Accept the Blagojevic Permanent Easement Agreement and Authorize the Town Manager, Clerk-Treasurer, and Town Attorney to Finalize the Execution of Documents
10. CBBEL Change Order 2: Stage 2 Dredging with Dredge America, Inc. reflecting a **decrease in the amount of \$3,155.80** for a new total **in the amount of \$5,971,844.20**
11. Consider Acceptance of the Slather Temporary Easement Agreement
12. Consider Acceptance of the Slather Permanent Easement Agreement

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, August 1, 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

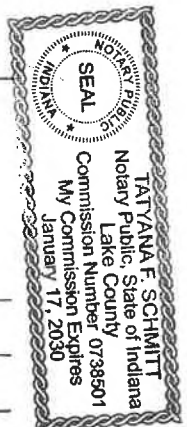
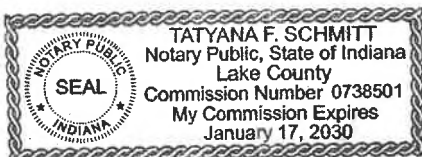
COUNTY OF LAKE

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



Date: June 17, 2021 From: Jill J. Boganwright -Tabor
Subject: Request to Utilize Utility Easement Dept.: Survey & Land
To: John C. & Dorys Jean Rago Re: **NIPSCO LONO # 45832**
8448 W. 139th Ave. Parcel 45-15-27-407-027.000-014
Cedar Lake, IN 46303 Lake Shore Add. Outlots 20,21 & E.1/2 of
Vac. Adj Alley & Pt. of Vac. R/W Adj.

This letter is to confirm that Northern Indiana Public Service Company LLC (NIPSCO) has reviewed your proposal to utilize a portion of the 15' general utility and drainage easement located in the referenced parcel, for the construction of a deck.

DEPICTION

DEPICTED ON THE DIAGRAM LABELED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

NIPSCO does have facilities within the general utility easement, but does not object to the proposed utilization. All NESC and OSHA requirements must be maintained while working within the vicinity of NIPSCO's overhead electric lines. Should any damage to NIPSCO facilities be damaged due to the construction of the deck, the cost responsibility will be on the customer.

Calling in locates (811) two business days prior to any ground disturbance is required.

Should any damage occur to said deck due to NIPSCO's access, maintenance, operation or emergency (etc.) of said facilities, costs will be the responsibility of the customer.

Feel free to contact me if you require any additional information or assistance.

Sincerely,



Jill J. Boganwright-Tabor
NIPSCO Survey and Land
Phone: 219-647-5007
E-Mail: jtabor@nisource.com

[illegible]

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

RESOLUTION NO. 1334

AN ADDITIONAL APPROPRIATION

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

NOW, THEREFORE;

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

	AMOUNT REQUESTED	AMOUNT APPROVED BY FISCAL BODY
Fund Name: General Fund		
Department: Town Council		
Major Budget Classification:		
Supplies	\$5,000.00	\$5,000.00
Other Services and Charges	\$70,000.00	\$70,000.00
Department: Police		
Major Budget Classification:		
Supplies	\$30,000.00	\$30,000.00
Department: Fire		
Major Budget Classification:		
Supplies	\$5,000.00	\$5,000.00
TOTAL for General Fund:	\$110,000.00	\$110,000.00
Fund Name: Motor Vehicle Highway		
Major Budget Classification:		
Personal Services	\$5,000.00	\$5,000.00
TOTAL for Motor Vehicle Highway Fund:	\$5,000.00	\$5,000.00
Fund Name: Local Road & Street		
Major Budget Classification:		
Other Services and Charges	\$30,000.00	\$30,000.00
TOTAL for Local Road & Street:	\$30,000.00	\$30,000.00
Fund Name: Community Crossing Grant Fund		
Major Budget Classification:		
Capital Outlays	\$79,550.00	\$79,550.00
TOTAL for Community Crossing Grant Fund:	\$79,550.00	\$79,550.00

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE
COUNTY, INDIANA THIS 18th DAY OF JULY, 2023.**

Richard Sharpe, President

John Foreman, Vice President

Robert H. Carnahan

Julie Rivera

Nicholas Recupito

Ralph Miller

ATTEST:

Colleen Schieben

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

**LEGAL NOTICE
TO TAXPAYERS OF PROPOSED
ADDITIONAL APPROPRIATIONS**

Notice is hereby given the taxpayers of the Town of Cedar Lake, Lake County, Indiana that the proper legal officers will consider the following additional appropriations in excess of the budget for the current year at their regular meeting place at 7408 Constitution Avenue, at 7:00 p.m., on the 18th day of July 2023.

FUND #101	APPROPRIATED
GENERAL FUND	AMOUNT
Dept. Town Council	
Supplies	\$5,000
Other Services and Charges	\$70,000
Dept. Police	
Supplies	\$30,000
Dept. Fire	
Supplies	\$5,000
TOTAL APPROPRIATION	\$110,000
FUND #201	APPROPRIATED
MOTOR VEHICLE HIGHWAY	AMOUNT
Personal Services	\$5,000
TOTAL APPROPRIATION	\$5,000
FUND #202	APPROPRIATED
LOCAL ROAD & STREET	AMOUNT
Other Services and Charges	\$30,000
TOTAL APPROPRIATION	\$30,000
FUND #808 COMMUNITY	APPROPRIATED
CROSSING GRANT	AMOUNT
Capital Outlay	\$79,550
TOTAL APPROPRIATION	\$79,550

Taxpayers appearing at the meeting shall have the right to be heard. If required, the additional appropriations as finally made will be referred to the Department of Local Government Finance (DLGF). The DLGF will make a written determination, if required, as to the sufficiency of funds to support the appropriations within fifteen (15) days of receipt of a Certified Copy of the action taken.

Date: July 5, 2023

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

7/10 - #####

HSPAXLP

July 18, 2023

ALL TOWN FUNDS	\$2,284,915.97
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WASTEWATER OPERATING	\$639,893.57
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WATER UTILITY	\$147,848.77
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2010B WATER BOND	\$3,733.75
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STORM WATER	\$163,359.78
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PAYROLL 6/22/23, 6/30/23, 7/3/23, 7/6/23	\$685,728.18
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JUNE REMITTANCES	\$229,706.10
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Office of the Town Manager

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

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



TAG DAY REQUEST – APPLICATION FORM

Name of Organization: Hanover Central High School Cheer

Address: 10120 W. 133rd Ave, Cedar Lake, IN 46303

Phone: _____ Fax: _____

Contact Person:

Name: Lisa M. Sliva Email: [REDACTED] Phone: 219/210-9365

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

1st Choice: 8/19/2023 2nd Choice: 9/2/2023

Explain Nature of Tag Day: Fundraiser for High School Cheer

List Locations of Tag Day: 133rd & Parrish and 133rd & Rt. 41

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

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

Signature of Contact Person

4/12/2023

Date _____

FOR OFFICE USE ONLY

Date Received: _____ Approximate Time: _____

Received by (Name/Title): _____

Date Approved by Town Council: _____

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

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO: 1466

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

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

WHEREAS, the Town Council has reviewed the Petition for Annexation to the Town of Cedar Lake for annexation of approximately 80 +/- acres of land into the Town; and

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

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

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

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

WHEREAS, the Town Council has established a Fiscal Plan by its approval of Resolution No.1336 evidencing a definite policy showing:

1. The cost estimate of planned services to the subject parcel to be annexed.
2. The methods of financing the planned services.
3. The plan for the organization and extension of the services.
4. The furnishing of services of a non-capital nature, including police protection, fire protection, and street and road maintenance to the territory within one (1) year from

the effective date of the annexation, which service shall be in a manner equivalent in standard and scope to those non-capital services provided to areas within the Town of Cedar Lake.

5. The furnishing of services of a capital nature, including, but not limited to, street construction, street lighting, sewer facilities, water facilities, lighting, and stormwater drainage facilities, in the same manner as is available to other parcels and properties in the vicinity, which services and facilities will be provided at the cost of the Petitioner, to the annexed territory within three (3) years after the effective date of annexation in the manner as those services are provided to areas within the municipal corporate boundaries of the Town.

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

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

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

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

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

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

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

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

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

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

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

Richard Sharpe, President

John C. Foreman, Vice-President

Robert H. Carnahan, Member

Colleen Schieben, Member

Ralph Miller, Member

Nick Recupito, Member

Julie A. Rivera, Member

ATTEST:

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



Howkinson Farm – Cedar Lake

Legal Description:

THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND P.M., IN LAKE COUNTY, INDIANA.

Address:

14517 Parrish Ave.

Cedar Lake, IN 46303

PIN:

45-13-33-200-004.000-013

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

RESOLUTION NO. 1333

A RESOLUTION AUTHORIZING A TEMPORARY LOAN FOR THE 2017 RDA A, B, & C BONDS OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

WHEREAS, a shortfall of the 2022 Pay 2023 Spring Tax Settlement was received before June 30, 2023, and therefore sufficient funds were not available to make the Lease Payment obligation due by July 15, 2023; and

WHEREAS, an extraordinary emergency exists at this time and it is necessary for said Town to borrow sufficient funds to meet debt obligations. Therefore, the **Wastewater Treatment Plant Special Fund #633** of said Town shall temporarily advance to the **2017 RDA A, B, & C Bond Fund #412** for calendar year 2023; and

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, INDIANA THAT:

SECTION ONE: The sum of **\$170,003.26** shall be transferred from the Wastewater Treatment Plant Special Fund #633 to the 2017 RDA A, B, & C Bond Fund #412, in order to meet necessary debt service expenditures.

SECTION TWO: That the repayment shall be made upon receipt of the 2022 pay 2023 Fall Tax Settlement anticipated on or before December 31, 2023.

SECTION THREE: That an emergency exists and this Resolution shall be in full force and effect from and after its passage and approval by the Town Council of the Town of Cedar Lake, Lake County, Indiana.

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA THIS 18th DAY OF JULY, 2023.

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

Richard Sharpe, President

John Foreman, Vice President

Robert H. Carnahan

Julie Rivera

Ralph Miller

Nicholas Recupito

ATTEST:

Colleen Schieben

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

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

RESOLUTION NO. 1335

A RESOLUTION AUTHORIZING APPROPRIATION TRANSFERS BY THE CLERK-TREASURER FOR THE FOLLOWING FUND DURING BUDGET YEAR 2023

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana does find that a condition exists at this time, and that it is indispensably necessary to expend certain sums of money by the proper legal officers of the Town of Cedar Lake, Lake County, Indiana by way of transfer of funds within the categories of appropriations.

NOW THEREFORE, be it resolved by the Town Council of the Town of Cedar Lake, Lake County, Indiana, that the following transfers were made in the specified funds between major budget categories;

GENERAL FUND TOTAL \$3,800.00

Fire Department 005

\$ 1,000.00	From: 398 – AWARDS/PROMO	To: 131 – UNIFORM ALLOW
\$ 1,800.00	From: 339 – COPIER LEASE	To: 131 – UNIFORM ALLOW
\$ 1,000.00	From: 446 – PPE/SAFETY GEAR	To: 131 – UNIFORM ALLOW

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA THIS 18th DAY OF JULY, 2023.

Richard Sharpe, President

John Foreman, Vice President

Robert H. Carnahan

Julie Rivera

Nicholas Recupito

Ralph Miller

ATTEST:

Colleen Schieben

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



Loan Center
9204 Columbia Avenue
Munster, Indiana 46321
219.853.7500

July 28, 2023

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

Ladies and Gentlemen:

Peoples Bank, at the request of Beacon Pointe of Cedar Lake, LLC, has provided its Irrevocable Standby Letter of Credit No. [REDACTED] for Beacon Pointe East Unit 2, which is attached hereto in the amount of One Hundred Eighty-Two Thousand One Hundred Thirty-Five and 46/100 Dollars (\$182,135.46) dated July 28, 2023 in your favor. This will certify that Paul Rodriguez, VP, Business Banker, is authorized to provide and execute the attached Irrevocable Standby Letter of Credit, that the signature appearing on said Letter of Credit is authentic, and that the Bank has complied with all banking laws and requirements and other laws in connection with the issuance of such Letter of Credit.

Sincerely,

[REDACTED]
Gregory Bracco, SVP
Chief Business Banking Officer

Attachment: Letter of Credit No. [REDACTED]

GB/ns



Loan Center
9204 Columbia Avenue
Munster, Indiana 46321
219.853.7500

IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER'S NAME & ADDRESS:

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

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

BENEFICIARY:

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

APPLICANT

Beacon Pointe of Cedar Lake, LLC
8900 Wicker Avenue
St. John, IN 46321

SUBDIVISION/DEVELOPMENT AT ISSUE:

Beacon East – Unit 2
Cedar Lake, IN

Irrevocable Letter of Credit Number:



Total Amount: \$182,135.46
(maximum aggregate amount)

Issuance Date: July 28, 2023

Expiration Date: January 30, 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 (hereinafter referred to as "Credit") in the Total Amount of:

\$182,135.46

Undertaking. Issuer undertakes to honor Beneficiary's demand for payment of an amount available under this Credit, upon Beneficiary's presentation of a demand for payment in the form of the attached "**Sight Draft for Irrevocable Standby Letter of Credit Regarding Beacon East-Unit 2**" 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 Beacon East, Unit 2**" in the form attached as **EXHIBIT B**. Beneficiary shall present any such agreed "Letter of Credit Reduction Approvals for Beacon East, Unit 2", 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.

The expiration date of this Credit is January 30, 2024.

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

Sincerely,

PEOPLES BANK

[REDACTED]
Paul Rodriguez, VP
Business Banker

CERTIFICATION

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

SIGNED AND DATED THIS 28th DAY OF July, 2023.

Sincerely,

ISSUER: PEOPLES BANK

BY:

[REDACTED]

Paul Rodriguez, VP
Business Banker

EXHIBIT A
SIGHT DRAFT FOR IRREVOCABLE STANDBY LETTER OF CREDIT
REGARDING BEACON EAST UNIT 2

DATE: _____

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

APPLICANT: Beacon Pointe of Cedar Lake, LLC
8900 Wicker Avenue
St. John, IN 46373

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

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

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

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

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

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

TOWN OF CEDAR LAKE

By: _____
Name: _____
Title: _____

EXHIBIT B
LETTER OF CREDIT REDUCTION APPROVAL FOR
BEACON EAST UNIT 2

DATE: _____

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

Number: _____
Date of Issuance: July 28, 2023
Current Total Amount: \$182,135.46
Current Expiration Date: January 30, 2024

ILOC REDUCTION APPROVAL No. : _____

Total Amount of this ILOC Reduction: \$ _____

Total Amount of ILOC after this Reduction : \$ _____

APPLICANT: Beacon Pointe of Cedar Lake, LLC
8900 Wicker Avenue
St. John, IN 46373

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

BENEFICIARY: Town Council
Town of Cedar Lake
7408 Constitution Ave
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 ILOC for _____ Beacon East Unit 2". Issuer is hereby authorized to reduce the Current Total Amount of the above-referenced ILOC as indicated by the attached Worksheet.

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

Beneficiary – Town of Cedar Lake

By: _____
Name: _____
Title: _____

NAME OF TOWN ENGINEER

By: _____
Name: _____
Title: _____

Applicant – Beacon Pointe of Cedar Lake, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT B (Continued)

WORKSHEET FOR REVISED AMOUNT OF IRREVOCABLE STANDBY LETTER OF CREDIT FOR BEACON EAST UNIT 2

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

ILOC Reduction Request #

Original ILOC Amount: \$182,135.46

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

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

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

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

Peoples Bank
9204 Columbia Avenue
Munster, IN 46321

Irrevocable Letter of Credit No. [REDACTED]
Subdivision/Entity: Beacon Pointe of Cedar Lake, LLC
8900 Wicker Avenue
St. John, Indiana 46321

Accepting the Performance Letter of Credit for Beacon Pointe East, Unit 2.

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



July 21, 2021

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

Attention: Plan Commission

Subject: Beacon Pointe East – Unit 2
Final Plat Review #2
(CBBEL Project No. 060016.00165)

Dear Plan Commission Members:

As requested, Christopher B. Burke Engineering, LLC (CBBEL) staff has reviewed the final plat for Beacon Pointe East – Unit 2 located on the north side of 141st Avenue, just east of the CSX Railroad in the Town of Cedar Lake, Indiana. Unit 2 of the subdivision consists of 26 residential lots (33 total units). Engineering documents were submitted by DVG Team, Inc. (DVG) and were reviewed for compliance with the Town of Cedar Lake's (Town) Subdivision Ordinance (No. 498), Zoning Ordinance (No. 496), Lighting Ordinance (No. 1264), Stormwater Ordinance (No. 1218), and associated standard engineering methods.

CBBEL received the following items to review:

- "Beacon Pointe East – Unit 2" Plan Sheet, prepared by DVG, dated July 9, 2021.

CBBEL has reviewed the submitted Final Plat and have no comments.

Please note that the Applicant is required to provide a certified check or money order payable to the Town of Cedar Lake in an amount equal to three (3%) percent of the cost of the improvements prior to Final Plat Approval to cover inspection fees. An estimated cost of construction for the Unit 2 portion of the subdivision was prepared by CBBEL. The Developer also submitted proposals with contractors to set some unit costs. The amount is based on the estimate of probable cost for Unit 2 and is \$21,856.26. The estimate of probable cost is attached to this letter.

Also requested, CBBEL staff have reviewed the Unit 2 plans and associated documents for purposes of establishing the required Performance Letter of Credit for the platted portion of the subdivision. After review, the estimate of probable costs for Unit 2 is \$728,541.85. CBBEL will eventually base Maintenance Letter of Credit values off this amount. Based on completed portions of this phase, the Performance Letter of Credit should be established at \$182,135.46. This is maximum reduction of 25% for this unit. Several items have been partially removed from the letter of credit due to outstanding inspections.

Shop drawings should be submitted for review for all signage, posts, and lighting prior to installation to verify compliance with the current version of the MUTCD and Town Ordinances. The Developer is also required to pay an MS4 inspection fee of \$2,000 since the development is greater than 5 acres.

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

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

Sincerely,



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

Encl: As noted.

cc: Town Manager (via email)
Planning Director (via email)
Director of Operations (via email)
Building Administrator (via email)
Town Attorney (via email)
Jack Slager, Schilling (via email)
Milos Lukic, Schilling (via email)
Jack Huls, DVG (via email)

P:\Cedar Lake\060016 Town Engineer\165\L060016.00165_BP East_072121 U2.docx

Town of Cedar Lake
Beacon Pointe East, Unit 2
Recommended Performance Letter of Credit as of 07/21/2021
Subdivision Improvements Included in the 07/21 Final Plat Portion
(CBBEL Project 060015.00017)

Description	Unit	Qty	Unit Price	Cost	Partial Reduction	
Sanitary Sewer Improvments						
48" SMH	EACH	10	\$ 3,250.00	\$ 32,500.00		
8" PVC SDR 26	LF	2105	\$ 26.00	\$ 54,730.00		
6" SAN SVC - Short	EACH	13	\$ 1,250.00	\$ 16,250.00		
6" SAN SVC - Long	EACH	20	\$ 1,750.00	\$ 35,000.00		
Tie-in to Existing SAN	EACH	1	\$ 7,250.00	\$ 7,250.00		
Road Structural Backfill	LF	305	\$ 23.00	\$ 7,015.00		
141st Ave Road Patch	LS	1	\$ 1,500.00	\$ 1,500.00		
Sanitary Sewer Subtotal				\$ 154,245.00		
Watermain Improvements						
8" DIP WM	LF	1691	\$ 37.00	\$ 62,567.00	\$46,925.25	75%
Fire Hydrant	EACH	4	\$ 5,000.00	\$ 20,000.00	\$15,000.00	75%
8" VB	EACH	9	\$ 2,000.00	\$ 18,000.00	\$13,500.00	75%
8" Fittings (Bends, Tees, Crosses, etc...)	EACH	9	\$ 400.00	\$ 3,600.00	\$2,700.00	75%
1" Service Pipe, Short	EACH	22	\$ 800.00	\$ 17,600.00	\$13,200.00	75%
1" Service Pipe, Long	EACH	11	\$ 1,400.00	\$ 15,400.00	\$11,550.00	75%
Testing and Chlorination	LS	1	\$ 3,000.00	\$ 3,000.00		
Road Structural Backfill	LF	150	\$ 21.00	\$ 3,150.00		
Watermain Subtotal				\$ 143,317.00		
Storm Sewer Improvements						
48" MH, Type A	EACH	7	\$ 1,900.00	\$ 13,300.00	\$ 9,975.00	75%
60" CB, Type A	EACH	1	\$ 2,750.00	\$ 2,750.00	\$ 2,062.50	75%
48" CB, Type A	EACH	7	\$ 2,000.00	\$ 14,000.00	\$ 10,500.00	75%
30" INL	EACH	9	\$ 1,500.00	\$ 13,500.00	\$ 10,125.00	75%
12" RCP	LF	872	\$ 25.00	\$ 21,800.00	\$ 16,350.00	75%
15" RCP	LF	139	\$ 27.50	\$ 3,822.50	\$ 2,866.88	75%
18" RCP	LF	532	\$ 30.00	\$ 15,960.00	\$ 11,970.00	75%
24" RCP	LF	518	\$ 40.00	\$ 20,720.00	\$ 15,540.00	75%
30" RCP	LF	518	\$ 45.00	\$ 23,310.00	\$ 17,482.50	75%
Sump Connections	EACH	0	\$ 200.00	\$ -		
Road Structural Backfill	LF	350	\$ 18.00	\$ 6,300.00		
Underdrain at Curb Structure	LF	1300	\$ 19.00	\$ 24,700.00		
Storm Sewer Subtotal				\$ 160,162.50		
Roadway Improvements						
Aggregate Base Course - 10"	SY	5394	\$ 14.00	\$ 75,516.00		
HMA Binder Course - 3"	SY	4903	\$ 10.50	\$ 51,481.50		
HMA Surface Course - 1.5"	SY	4903	\$ 5.95	\$ 29,172.85		
Tack Coat	LS	1	\$ 1,500.00	\$ 1,500.00		
Geogrid	SY	5394	\$ 2.50	\$ 13,485.00		
Concrete Curb - Rolled (18")	LF	2792	\$ 17.25	\$ 48,162.00	\$36,121.50	75%
ADA Ramps/DWEs (Common)	EACH	0	\$ 600.00	\$ -		
PCC Sidewalk - 4" with Subbase	SF	0	\$ 7.75	\$ -		
Split Rail Fence	LF	0	\$ 40.00	\$ -		
Street Lights	LS	5	\$ 5,000.00	\$ 25,000.00		
Street Signs	EACH	10	\$ 150.00	\$ 1,500.00		
Striping	LS	0	\$ 2,500.00	\$ -		
Roadway Improvements Subtotal				\$ 245,817.35		
Detention Pond Construction/Mass Ex./Misc.						
Detention Basin Excavation	LS	0	\$ -	\$ -		
Soil Erosion Sediment Control	LS	1	\$ 25,000.00	\$ 25,000.00	\$18,750.00	75%
Pond Aerators	EACH	0	\$ 5,000.00	\$ -		
Detention Basin/Mass Ex. Subtotal				\$ 25,000.00		
Improvements				\$ 728,541.85		
3% Inspection Fee				\$ 21,856.26		
(Already Installed/Inspected)				\$ 584,996.13		
Remaining Improvements				\$ 143,545.73		
Maximum Reduction (25%) =				\$ 182,135.46		
Performance LOC (110%) =				\$ 157,900.30		

Note: Italicized items have been inspected, as-built, and accepted.

Items Fully Removed

Items Partially Removed at Noted Amount



TOWN OF CEDAR LAKE

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

Michelle Bakker
Building Administrator

December 10, 2019

Re: Tech Credit Union-Performance LOC

Jennifer,

Tech Credit Union gave us a check for the Performance funds in the amount of \$63,688.86 on October 22, 2018 receipt #417284 to be held in a non-reverting fund for a period of three years.

On November 20, 2019 the Plan Commission made a motion to refund Tech Credit Union the amount of \$57,898.96. David Austgen recommended holding the Maintenance Letter of Credit funds in the amount of \$5789.90 for a period of three years.


I have been in contact with Michael Casey Executive Vice President for Tech Credit Union he requested those funds be written to the following:

Tech Credit Union
Attn: Michael Casey
10951 Broadway
Crown Point, IN 46307

EIN is 35-0885375, in case this is needed to generate the check.

For your reference I have attached the Plan Commission minutes for November 20, 2019 along with original receipt #417284.

Thank you,


Michelle Bakker
Building Administrator

TOWN OF CEDAR LAKE

PO BOX 707

CEDAR LAKE, IN 46303-0707

Phone: (219) 374-7000

Fax: (219) 374-8588

WWW.CEDARLAKEIN.ORG

Date: 10/22/18

Receipt: 417284



Received Of: TECH CREDIT UNION

The sum of: \$63,688.86

BONDS 9707 W 133RD AVE

\$63,688.86

110% FEE 708-000-990.000

\$63,688.86

Total \$63,688.86

TENDERED:

CHECK

108451

\$63,688.86

Jennifer N. Sandberg

CLERK - TREASURER

AUTHORIZATION AND RELEASE OF FUNDS

This Authorization and Release of Funds was approved by the Town Council of the Town of Cedar Lake, Lake County, Indiana, after action at their Public Meeting July 18, 2023, by a vote of ____ in favor and ____ against, and whereby the Town Council President and Town Clerk-Treasurer, respectively, were duly authorized to execute and attest the Release of the Maintenance Cash Surety, which had an expiry date of November 20, 2019.

The funds are hereby released this 18th day of July, 2023.

TOWN COUNCIL
TOWN OF CEDAR LAKE, INDIANA

By: _____
Richard Sharpe, Town Council President

ATTEST:

Jennifer N. Sandberg, Clerk-Treasurer



July 11, 2023

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

Attention: Town Council

Subject: Award Recommendation
Morse Street Water Main Extension Project
(CBBEL Project No. 200475)

Dear Council Members:

Below you will find the bid tabulation summary for the Morse Street Water Main Extension Project. The final base Engineer's Estimate for the project was \$857,139.80. The only bid received was from Gatlin Plumbing & Heating, Inc. as shown below:

Unit Cost Bids for Project

Contractor: Gatlin Plumbing & Heating, Inc.	Bids
Base Price	\$912,250.00
Base Price + Alternate 1	\$900,000.00
Base Price + Alternate 2	\$868,250.00

The bid tabulation sheet is attached to this letter for reference. As this appears to be the lowest, responsive, and responsible bid for the project, we recommend that the subject contract be awarded to Gatlin Plumbing & Heating, Inc. After discussions with Town staff, Burke also recommends that the Town select the Base Price + Alternate 1 option for \$900,000.00 as this is the best option with regard to price, material quality, and material lead times.

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

Sincerely,



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

Encl: Bid Tabulation

cc: Town Manager
Clerk-Treasurer
Director of Operations
Town Attorney
Gatlin Plumbing & Heating

DCO\
P:\Cedar Lake\200475 - Morse Street Corridor\Water Main Project\Bidding\Award

BID TABULATION
TOWN OF CEDAR LAKE
MORSE STREET WATER MAIN EXTENSION PROJECT
CHRISTOPHER B. BURKE ENGINEERING LLC.
6/27/2023

BASE BID				ENGINEER'S ESTIMATE		GATLIN PLUMBING & HEATING, INC.	
ITEM #	ITEMS	UNIT	QUANTITY	UNIT PRICE	COST	UNIT PRICE	COST
1	CONSTRUCTION ENGINEERING	LS	1	2%	\$ 13,800.00	\$ 9,280.00	\$ 9,280.00
2	MOBILIZATION AND DEMOBILIZATION	LS	1	8%	\$ 55,000.00	\$ 45,000.00	\$ 45,000.00
3	TRAFFIC CONTROL	LS	1	3%	\$ 20,700.00	\$ 35,500.00	\$ 35,500.00
4	TREE, 25-36 IN, REMOVE	EACH	4	\$ 3,500.00	\$ 14,000.00	\$ 1,000.00	\$ 4,000.00
5	UTILITY VERIFICATION POTHOLE (UNDISTRIBUTED)	EACH	10	\$ 750.00	\$ 7,500.00	\$ 500.00	\$ 5,000.00
6	EXCAVATION, COMMON	CYS	290	\$ 45.00	\$ 13,050.00	\$ 35.00	\$ 10,150.00
7	SIGN ASSEMBLY, REMOVE AND RESET	EACH	1	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00
8	FENCE, REMOVE AND RESET	LFT	40	\$ 150.00	\$ 6,000.00	\$ 125.00	\$ 5,000.00
9	HMA PATCHING, TYPE B	SYS	105	\$ 250.00	\$ 26,250.00	\$ 200.00	\$ 21,000.00
10	HMA FOR APPROACHES, TYPE B	SYS	76	\$ 60.00	\$ 4,560.00	\$ 200.00	\$ 15,200.00
11	PCCP FOR APPROACHES	SYS	33	\$ 100.00	\$ 3,300.00	\$ 200.00	\$ 6,600.00
12	SILT FENCE	LFT	180	\$ 2.00	\$ 360.00	\$ 10.00	\$ 1,800.00
13	TEMPORARY SEED MIXTURE	LBS	100	\$ 30.00	\$ 3,000.00	\$ 10.00	\$ 1,000.00
14	MAINTENANCE OF EROSION CONTROL DEVICES	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
15	STRUCTURE BACKFILL, TYPE 1	CYS	150	\$ 40.00	\$ 6,000.00	\$ 50.00	\$ 7,500.00
16	ASPHALT FOR TACK COATING	SYS	190	\$ 1.00	\$ 190.00	\$ 10.00	\$ 1,900.00
17	MAILBOX ASSEMBLY, REMOVE AND RESET	EACH	4	\$ 250.00	\$ 1,000.00	\$ 500.00	\$ 2,000.00
18	WATERMAIN, 8 IN, D.I., OPEN CUT	LFT	640	\$ 120.00	\$ 76,800.00	\$ 200.00	\$ 128,000.00
19	WATER MAIN, 12 IN, D.I., OPEN CUT	LFT	1,560	\$ 175.00	\$ 273,000.00	\$ 200.00	\$ 312,000.00
20	WATER MAIN, 12 IN, D.I., DIRECTIONAL DRILL	LFT	245	\$ 300.00	\$ 73,500.00	\$ 450.00	\$ 110,250.00
21	CONNECTION TO EXISTING WATERMAIN	EACH	1	\$ 3,500.00	\$ 3,500.00	\$ 11,500.00	\$ 11,500.00
22	FIRE HYDRANT ASSEMBLY	EACH	11	\$ 9,500.00	\$ 104,500.00	\$ 9,000.00	\$ 99,000.00
23	GATE VALVE, 6 IN	EACH	2	\$ 2,500.00	\$ 5,000.00	\$ 3,000.00	\$ 6,000.00
24	GATE VALVE, 8 IN	EACH	3	\$ 2,500.00	\$ 7,500.00	\$ 3,500.00	\$ 10,500.00
25	GATE VALVE, 12 IN	EACH	7	\$ 4,000.00	\$ 28,000.00	\$ 5,000.00	\$ 35,000.00
26	TRANSVERSE LINE, THERMOPLASTICE, WHITE, 24 IN, STOP BAR	LFT	28	\$ 7.00	\$ 196.00	\$ 20.00	\$ 560.00
27	RESTORATION (MULCHED SEEDING, TOPSOIL, EROSION CONTROL BLANKET)	SYS	2251	\$ 12.00	\$ 27,012.00	\$ 10.00	\$ 22,510.00
	CONSTRUCTION SUB-TOTAL - BASE BID				\$ 779,218.00		\$ 912,250.00
	CONTINGENCY			10%	\$ 77,921.80		
	CONSTRUCTION TOTAL - BASE BID				\$ 857,139.80		

Alternate Bid 1

20	WATER MAIN, 12 IN, D.I., DIRECTIONAL DRILL	LFT	-245	\$ 300.00	\$ (73,500.00)	\$ 450.00	\$ (110,250.00)
20A	WATER MAIN, 14 IN, HDPE DR 11, DIRECTIONAL DRILL	LFT	245	\$ 275.00	\$ 67,375.00	\$ 400.00	\$ 98,000.00
	CONSTRUCTION SUB-TOTAL - ALTERNATE BID				\$ (6,125.00)		\$ (12,250.00)
	CONSTRUCTION TOTAL - BASE BID + ALTERNATE BID				\$ 851,014.80		\$ 900,000.00

Alternate Bid 2

18	WATER MAIN, 8 IN, D.I., OPEN CUT	LFT	-640	\$ 120.00	\$ (76,800.00)	\$ 200.00	\$ (128,000.00)
18A	WATER MAIN, 8 IN, PVC C900, OPEN CUT	LFT	640	\$ 100.00	\$ 64,000.00	\$ 180.00	\$ 115,200.00
19	WATER MAIN, 12 IN, D.I., OPEN CUT	LFT	-1560	\$ 175.00	\$ (273,000.00)	\$ 200.00	\$ (312,000.00)
19A	WATER MAIN, 12 IN, PVC C900, OPEN CUT	LFT	1560	\$ 155.00	\$ 241,800.00	\$ 180.00	\$ 280,800.00
	CONSTRUCTION SUB-TOTAL - ALTERNATE BID				\$ (12,800.00)		\$ (44,000.00)
	CONSTRUCTION TOTAL - BASE BID + ALTERNATE BID				\$ 838,214.80		\$ 868,250.00



June 28, 2023

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

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

RE: Amendment of Favorable Recommendation for Approval of ProTeam Tactical Performance

Dear Cedar Lake Town Council:

At the Wednesday, March 22, 2023 Cedar Lake Board of Safety Public Meeting, the Board discussed correspondence received from Town Manager Salatas regarding "recommendation that the Police Department and Fire Department use ProTeam Tactical Performance in lieu of Working Well going forward for any services they provide that are needed." The Cedar Lake Board of Safety made motion and voted 5 to 0 sending Favorable Recommendation to the Cedar Lake Town Council to approve the use of ProTeam Tactical Performance.

At the Wednesday, June 28, 2023 Cedar Lake Board of Safety Public Meeting, the Board discussed the process and protocol regarding Workers Compensation, doctor assessment, physical therapy and documentation. The Board made the motion to Amend their previous Favorable Recommendation approving ProTeam Tactical Performance, recommending that the Town's Workers Compensation protocol be followed.

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

Sincerely,

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

Norman Stick
Cedar Lake Board of Safety Chairman



March 23, 2023

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

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

RE: Approval of ProTeam Tactical Performance

Dear Cedar Lake Town Council:

At the Wednesday, March 22, 2023 Cedar Lake Board of Safety Public Meeting, the Board discussed correspondence received from Town Manager Salatas regarding "recommendation that the Police Department and Fire Department use ProTeam Tactical Performance in lieu of Working Well going forward for any services they provide that are needed."

The Cedar Lake Board of Safety made motion and voted 5 to 0 sending Favorable Recommendation to the Cedar Lake Town Council to approve the use of ProTeam Tactical Performance.

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

Sincerely,

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

Norman Stick
Cedar Lake Board of Safety Chairman

TOWN OF CEDAR LAKE

Office of the Town Manager

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

Tel (219) 374-7400



March 22, 2023

Via: Hand Delivery

The Town of Cedar Lake Board of Safety
7408 Constitution Avenue
Cedar Lake, IN 46303

RE: ProTeam Tactical Performance

Dear Board Members,

Please let this letter serve a recommendation that the Police Department and Fire Department use ProTeam Tactical Performance in lieu of Working Well going forward for any services they provide that are needed. ProTeam Tactical Performance is a facility specifically designed for first responders. They are a specialty facility that was brought to the Town's attention through Indiana Public Employers' Plan, IPEP, the group that handles workers compensation for us.

IPEP highly recommended that our First Responders utilize the various services to help them with therapy after an injury but also use them for assessments to make recommendations to lesson the impact of future injuries. IPEP has this on their Website:

What Does ProTeam Offer IPEP Members?

When it comes to tactical professionals, including firefighters, police officers, military personnel, paramedics and others, we need to do more. At [ProTeam Tactical Performance](#), we are committed to maximizing health and recovery after an injury, helping professionals meet the demands of their job, and reducing the risk of repeat injury so they're always prepared for the next mission.

- Elite athletic based rehabilitation and physical therapy program. [Learn More](#)
- Technology based assessment and injury prevention program with the [DARI MotionSystem](#)

DARI MotionSystem is the world's only FDA-cleared markerless solution for human motion analysis that assesses human movement. With the specially geared equipment, physicians, and staff, it makes sense to utilize them to reduce the Town's cost and improve the recovery, health, and well-being of our First Responders.

Sincerely,

Chris Salatas
Town Manager

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

Excerpt of the April 4, 2023, Town of Cedar Lake Town Council Meeting Minutes

4. Consider approving the Police Department and Fire Department to use ProTeam Tactical Performance to provide services available in lieu of Working Well

A favorable recommendation was received from the Board of Safety on March 22, 2023. Mr. Salatas reported the Town had met with IPEP and ProTeam's services were brought to their attention. They provide rehabilitation services. It is the desire of the Town on recommendation to start using ProTeam Tactical where appropriate in lieu of Working Well. There are services that will still be provided by Working Well but they would prefer ProTeam Tactical as they focus on Police and Fire and specialize in that field.

A motion to approve was made by John Foreman with second by Colleen Schieben. Roll Call: Carnahan – Yes, Rivera – Yes, Miller – Yes, Schieben – Yes, Foreman – Yes, Sharpe – Yes. Vote: 6 – 0.

DISBURSEMENT OF FUNDS
FROM 2022A CONSTRUCTION FUND # 1001031163

Requisition No. 3

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 \$19,423.47 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>
K2M Design Inc. P.O. Box 33776 Detroit, Michigan 48232-3776	Invoice # 21471 - Design Fees	\$11,935.88
K2M Design Inc. P.O. Box 33776 Detroit, Michigan 48232-3776	Invoice # 21602 – Design Fees	\$ 7,487.59
Total:		\$19,423.47



June 26, 2023

Town of Cedar Lake
Attn: Mr. Chris Salatas, Town Manager

PROJECT: Cedar Lake Public Safety Complex—Police Headquarters
GM Development, Disbursement Request 05/22/2023

Dear Mr. Salatas,

Pursuant to the BOT Agreement (Police Department Headquarters Project) executed by and between the Town of Cedar Lake (the Town) and GM Development Companies (the Developer), and dated December 22, 2022, the Developer has submitted Disbursement Request 05/22/2023 in the amount of \$11,935.88. This amount is to be drawn from the bond proceeds: **\$11,935.88 from bond proceeds.**

Per Schedule 1 of the Disbursement Request, please note that the payee for this disbursement is "K2M Design Inc." in the amount of \$11,935.88.

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

Comments:

1. The Developer has provided K2M Invoice #21471 as backup information in this disbursement request. This invoice is also included on the Fire Headquarters Disbursement Request 05/22/2023 and has been allocated between the Police and Fire projects.
2. As this disbursement request only applies to the Police Headquarters, 100% (\$11,935.88) shall be allocated to the Police project.
3. The Developer has provided a cashflow schedule (attached below) to assist in forecasting and reviewing future disbursement requests. Per the schedule, part of this disbursement request agrees with the forecast amount; the additional amount billed is for additional civil design services that are outside of original scope. This encompasses the additional services to ensure the design agrees with future Town Hall development to the West and future proposed improvements to Constitution Avenue. It includes storm sewer design and also includes the additional civil work involved in the separation of the Fire and Police structures. These additional design fees are accounted for in the design contingency within the project budget.

For your reference I have enclosed the Developer's Disbursement Request-05/22/2023 and the K2M billing schedule. Please contact me with any questions or comments you may have.

Sincerely,

A black rectangular redaction box covering the signature of Lance Snedeker.

Lance Snedeker
Veridus Group


Disbursement Request

The undersigned hereby states and certifies that:

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

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

GM Development Companies LLC

By:  _____
Gregory W. Martz, Sole Member

Date: 5/22/2023

Schedule 1

PROJECT FUND DISBURSEMENTS

<u>Item Number</u>	<u>Payee Name and Address</u>	<u>Purpose of Obligation</u>	<u>Amount</u>
1	K2M Design Inc. PO Box 33776 Detroit, MI 48232-3776	Design Fees	\$11,935.88



Invoice 21471

19 May 2023

Remit by Check to:
K2M Design, Inc.
PO Box 33776
Detroit, MI 48232-3776
(216) 588-0757

Preferred Payment Method: EFT/ACH
Account Name: K2M Design, Inc.®
Bank: [REDACTED]
Checking Account: [REDACTED]
Routing Number: [REDACTED]

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

Email Address #1

[REDACTED]

Email Address #2

[REDACTED]

Accounts not paid to terms are subject to
a 1.5% service charge

PO #	Terms	Project:			Job No.
	Net 30	Cedar Lake Municipal Complex			22044
Stage	Fee \$	Invoiced to Date %	Amount Invoiced \$	Previously Invoiced \$	Invoiced this Month \$
Permitting & Bidding	10,800.00	100.00	10,800.00	-	10,800.00
Expenses plus 10% Markup	-	-	737.34	-	737.34
Amendment 01 - Additional Civil	20,207.00	100.00	20,207.00	-	20,207.00
Amount attributed to PD: \$11,935.88 Amount attributed to FD: \$19,808.46					
Total					31,744.34

Thank you for Your Business

K2M Billing Schedule -- Combined Fire and Police Projects										
	Fee	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023
Design Development	\$ 214,570.00	\$ 160,927.50	\$ 53,642.50							
Construction Documents	\$ 324,000.00		\$ 81,000.00	\$ 162,000.00	\$ 81,000.00					
Permitting & Bidding	\$ 10,800.00					\$ 10,800.00				
Construction Admin & Close-out	\$ 313,200.00						\$ 19,575.00	\$ 19,575.00	\$ 19,575.00	\$ 19,575.00
*Current Invoice is highlighted and reflects both projects combined.							*Monthly fee of \$19,575.00 repeats through Sept. 2024			



July 3, 2023

Town of Cedar Lake
Attn: Mr. Chris Salatas, Town Manager

PROJECT: Cedar Lake Public Safety Complex—Police Headquarters
GM Development, Disbursement Request 06/29/2023

Dear Mr. Salatas,

Pursuant to the BOT Agreement (Police Department Headquarters Project) executed by and between the Town of Cedar Lake (the Town) and GM Development Companies (the Developer), and dated December 22, 2022, the Developer has submitted Disbursement Request 06/29/2023 in the amount of \$7,487.59. This amount is to be drawn from the bond proceeds: **\$7,487.59 from bond proceeds.**

Per Schedule 1 of the Disbursement Request, please note that the payee for this disbursement is "K2M Design Inc." in the amount of \$7,487.59.

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

Comments:

1. The Developer has provided K2M Invoice #21602 as backup information in this disbursement request. This invoice is also included on the Fire Headquarters Disbursement Request 06/29/2023 and has been allocated between the Police and Fire projects.
2. As this disbursement request only applies to the Police Headquarters, 100% (\$7,487.59) shall be allocated to the Police project.
3. The Developer has provided a cashflow schedule (attached below) to assist in forecasting and reviewing future disbursement requests. Per the schedule, this disbursement request generally agrees with the forecast amount.

For your reference I have enclosed the Developer's Disbursement Request-06/29/2023 and the K2M billing schedule. Please contact me with any questions or comments you may have.

Sincerely,

A black rectangular box redacting the signature of Lance Snedeker.

Lance Snedeker
Veridus Group


Disbursement Request

The undersigned hereby states and certifies that:

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

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

GM Development Companies LLC

By:  _____
Gregory W. Martz, Sole Member

Date: 6/29/2023

Schedule 1

PROJECT FUND DISBURSEMENTS

<u>Item Number</u>	<u>Payee Name and Address</u>	<u>Purpose of Obligation</u>	<u>Amount</u>
1	K2M Design Inc. PO Box 33776 Detroit, MI 48232-3776	Design Fees	\$7,487.59



Invoice 21602

23 June 2023

Remit by Check to:
K2M Design, Inc.
PO Box 33776
Detroit, MI 48232-3776
(216) 588-0757

Preferred Payment Method: EFT/ACH
Account Name: K2M Design, Inc.®
Bank: [REDACTED]
Checking Account: [REDACTED]
Routing Number: [REDACTED]

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

Email Address #1 [REDACTED]
Email Address #2 [REDACTED]

Accounts not paid to terms are subject to
a 1.5% service charge

PO #	Terms	Project:			Job No.
	Net 30	Cedar Lake Municipal Complex			22044
Stage	Fee \$	Invoiced to Date %	Amount Invoiced \$	Previously Invoiced \$	Invoiced this Month \$
GM Construction Admin & Close-out	313,200.00	6.25	19,575.00	-	19,575.00
Expenses plus 10% Markup	-	-	338.80	-	338.80
\$12,426.21 Attributable to FD Project \$7,487.59 Attributable to PD Project					
Total					19,913.80

Thank you for Your Business



Expense Report

Shrewsberry & Associates, LLC

Thursday, April 20, 2023

Page 1

Name: Storm Kollak				Report Dates:		Report Amounts:						
Description: Jan-April 2023				Begin Date 1/10/2023		Advance Amount 0.00						
Notes: Expenses January - April				End Date 4/21/2023		Total Amount 1,147.00						

Date	ID	Project Description	Phase	Expense Item	Payee	Units	Rate	Amount	Reference	Credit Card	Import	Prsnl
1/10/2023	19-0082	Populous-BLF Site Improvements	Reimbursable Expenses	Mileage		330.00	0.5000	165.00			£	£
1/10/2023	19-0082	Populous-BLF Site Improvements	Reimbursable Expenses	Parking & Tolls		2.00	5.5000	11.00			£	£
1/17/2023				Mileage		240.00	0.5000	120.00			£	£
1/30/2023				Mileage		240.00	0.5000	120.00			£	£
2/7/2023	P23-0026	Indiana University-Tennis Center Parking Lot	Proposal	Mileage		240.00	0.5000	120.00			£	£
2/14/2023	22-0143	MKSK-City of Indianapolis-West Washington Street Corridor Study	Phase 2-Redevelopment	Mileage		330.00	0.5000	165.00			£	£
2/28/2023				Mileage		240.00	0.5000	120.00			£	£
1/10/2023				Telephone/Long Distance		1.00	60.0000	60.00			£	£
2/1/2023				Telephone/Long Distance		1.00	60.0000	60.00			£	£
4/20/2023	22-0069	K2M - Town of Cedar Lake - Police & Fire Stations	Reimbursable Expenses	Appl/Permit/Submit Fees		1.00	146.0000	146.00			£	£
3/19/2023				Telephone/Long Distance		1.00	60.0000	60.00			£	£
Total:								1,147.00				
Advance:								0.00				
Credit Card:								0.00				
Personal:								0.00				
Net Due:								1,147.00				

Employee Signature

Manager Signature

04/20/2023

2023.04.21

Approval:	Name	Approved
Supervisor:		
Accounting:		

Storm Kollak

From: THE TIMES <noreply@elavon.com>
Sent: Thursday, April 20, 2023 3:36 PM
To: Storm Kollak
Subject: Order Confirmation

You don't often get email from noreply@elavon.com. [Learn why this is important](#)

\$146.00 USD

04/20/2023 02:35:35 PM

THE TIMES

Your payment has been approved

Payment	VISA [REDACTED]
Transaction ID	200423C1D-521C9242-7976-4BFE-874F-F294E477F13F
Approval Code	89177B
Invoice Number	115254
Description	Payment For Order: 115254
Merchant Transaction ID	PHX.Munster

Total	\$146.00 USD
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THE TIMES

601 45TH AVENUE MUNSTER IN 46321 | 219-933-3200

The information contained in this e-mail and in any attachments is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. This message has been scanned for known computer viruses.



Expense Report

Shrewsberry & Associates, LLC

Friday, May 19, 2023

Page 1 of 2

Name: Zachariah Berninger				Report Dates:		Report Amounts:			
Description: second half of January and first half of February				Begin Date 1/11/2023		Advance Amount 0.00			
Notes:				End Date 2/11/2023		Total Amount			

Date	ID	Project Description	Phase	Expense Item	Payee	Units	Rate	Amount	Reference	Credit Card	Import	Prsnl
											<input type="checkbox"/>	<input type="checkbox"/>
											<input type="checkbox"/>	<input type="checkbox"/>
											<input type="checkbox"/>	<input type="checkbox"/>
											<input type="checkbox"/>	<input type="checkbox"/>
											<input type="checkbox"/>	<input type="checkbox"/>
											<input type="checkbox"/>	<input type="checkbox"/>
											<input type="checkbox"/>	<input type="checkbox"/>
2/8/2023	22-0069	K2M - Town of Cedar Lake - Police & Fire Stations	Reimbursable Expenses	Mileage		324.00	0.5000	162.00			<input type="checkbox"/>	<input type="checkbox"/>
											<input type="checkbox"/>	<input type="checkbox"/>
Total:												
Advance:								0.00				
Credit Card:								0.00				
Personal:								0.00				
Net Due:												

Employee Signature

Date

Manager Signature

Date

Approval:	Name	Approved
Supervisor:	D. Blake Wilson	02/13/23
Accounting:	Patrick Mathews	02/15/23

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

*Current Invoice is highlighted and reflects both projects combined.

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

DISBURSEMENT OF FUNDS
FROM 2022B CONSTRUCTION FUND # 1001031164

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 \$32,234.67 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>
K2M Design Inc. P.O. Box 33776 Detroit, Michigan 48232-3776	Invoice #21471 – Design Fees	\$19,808.46
K2M Design Inc. P.O. Box 33776 Detroit, Michigan 48232-3776	Invoice #21602 – Design Fees	\$12,426.21
Total:		\$32,234.67



June 26, 2023

Town of Cedar Lake
Attn: Mr. Chris Salatas, Town Manager

PROJECT: Cedar Lake Public Safety Complex—Fire Headquarters
GM Development, Disbursement Request 05/22/2023

Dear Mr. Salatas,

Pursuant to the BOT Agreement (Fire Department Headquarters Project) executed by and between the Town of Cedar Lake (the Town) and GM Development Companies (the Developer), and dated December 22, 2022, the Developer has submitted Disbursement Request 05/22/2023 in the amount of \$19,808.46. This amount is to be drawn from the bond proceeds: **\$19,808.46 from bond proceeds.**

Per Schedule 1 of the Disbursement Request, please note that the payee for this disbursement is "K2M Design Inc." in the amount of \$19,808.46.

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

Comments:

1. The Developer has provided K2M Invoice #21471 as backup information in this disbursement request. This invoice is also included on the separate Police Headquarters Disbursement Request 05/22/2023 and has been allocated between the Police and Fire projects.
2. As this disbursement request only applies to the Fire Headquarters, 100% (\$19,808.46) shall be allocated to the Firehouse project.
3. The Developer has provided a cashflow schedule (attached below) to assist in forecasting and reviewing future disbursement requests. Per the schedule, part of this disbursement request agrees with the forecast amount; the additional amount billed is for additional civil design services that are outside of original scope. This encompasses the additional services to ensure the design agrees with future Town Hall development to the West and future proposed improvements to Constitution Avenue. It includes storm sewer design and also includes the additional civil work involved in the separation of the Fire and Police structures. These additional design fees are accounted for in the design contingency within the project budget.

For your reference I have enclosed the Developer's Disbursement Request-05/22/2023. Please contact me with any questions or comments you may have.

Sincerely,



Lance Snedeker
Veridus Group


Disbursement Request

The undersigned hereby states and certifies that:

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

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

GM Development Companies LLC

By:  _____
Gregory W. Martz, Sole Member

Date: 5/22/2023

Schedule 1

PROJECT FUND DISBURSEMENTS

<u>Item Number</u>	<u>Payee Name and Address</u>	<u>Purpose of Obligation</u>	<u>Amount</u>
1	K2M Design Inc. PO Box 33776 Detroit, MI 48232-3776	Design Fees	\$19,808.46



Invoice 21471

19 May 2023

Remit by Check to:
K2M Design, Inc.
PO Box 33776
Detroit, MI 48232-3776
(216) 588-0757

Preferred Payment Method: EFT/ACH
Account Name: K2M Design, Inc.®
Bank: [REDACTED]
Checking Account: [REDACTED]
Routing Number: [REDACTED]

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

Email Address #1

[REDACTED]

Email Address #2

[REDACTED]

Accounts not paid to terms are subject to
a 1.5% service charge

PO #	Terms	Project:			Job No.
	Net 30	Cedar Lake Municipal Complex			22044
Stage	Fee \$	Invoiced to Date %	Amount Invoiced \$	Previously Invoiced \$	Invoiced this Month \$
Permitting & Bidding	10,800.00	100.00	10,800.00	-	10,800.00
Expenses plus 10% Markup	-	-	737.34	-	737.34
Amendment 01 - Additional Civil	20,207.00	100.00	20,207.00	-	20,207.00
Amount attributed to PD: \$11,935.88 Amount attributed to FD: \$19,808.46					
Total					31,744.34

Thank you for Your Business

K2M Billing Schedule -- Combined Fire and Police Projects										
	Fee	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023
Design Development	\$ 214,570.00	\$ 160,927.50	\$ 53,642.50							
Construction Documents	\$ 324,000.00		\$ 81,000.00	\$ 162,000.00	\$ 81,000.00					
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Construction Admin & Close-out	\$ 313,200.00						\$ 19,575.00	\$ 19,575.00	\$ 19,575.00	\$ 19,575.00
*Current Invoice is highlighted and reflects both projects combined.							*Monthly fee of \$19,575.00 repeats through Sept. 2024			



July 3, 2023

Town of Cedar Lake
Attn: Mr. Chris Salatas, Town Manager

PROJECT: Cedar Lake Public Safety Complex—Fire Headquarters
GM Development, Disbursement Request 06/29/2023

Dear Mr. Salatas,

Pursuant to the BOT Agreement (Fire Department Headquarters Project) executed by and between the Town of Cedar Lake (the Town) and GM Development Companies (the Developer), and dated December 22, 2022, the Developer has submitted Disbursement Request 06/29/2023 in the amount of \$12,426.21. This amount is to be drawn from the bond proceeds: **\$12,426.21 from bond proceeds.**

Per Schedule 1 of the Disbursement Request, please note that the payee for this disbursement is "K2M Design Inc." in the amount of \$12,426.21.

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

Comments:

1. The Developer has provided K2M Invoice #21602 as backup information in this disbursement request. This invoice is also included on the separate Police Headquarters Disbursement Request 06/29/2023 and has been allocated between the Police and Fire projects.
2. As this disbursement request only applies to the Fire Headquarters, 100% (\$12,426.21) shall be allocated to the Firehouse project.
3. The Developer has provided a cashflow schedule (attached below) to assist in forecasting and reviewing future disbursement requests. Per the schedule, this disbursement request generally agrees with the forecast amount.

For your reference I have enclosed the Developer's Disbursement Request-06/29/2023. Please contact me with any questions or comments you may have.

Sincerely,

A black rectangular redaction box covering the signature of Lance Snedeker.

Lance Snedeker
Veridus Group


Disbursement Request

The undersigned hereby states and certifies that:

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

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

GM Development Companies LLC

By:  _____
Gregory W. Martz, Sole Member

Date: 6/29/2023

Schedule 1

PROJECT FUND DISBURSEMENTS

<u>Item Number</u>	<u>Payee Name and Address</u>	<u>Purpose of Obligation</u>	<u>Amount</u>
1	K2M Design Inc. PO Box 33776 Detroit, MI 48232-3776	Design Fees	\$12,426.21

Invoice 21602

23 June 2023

Remit by Check to:
K2M Design, Inc.
PO Box 33776
Detroit, MI 48232-3776
(216) 588-0757

Preferred Payment Method: EFT/ACH
Account Name: K2M Design, Inc.®
Bank: [REDACTED]
Checking Account: [REDACTED]
Routing Number: [REDACTED]

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

Email Address #1

Email Address #2

Accounts not paid to terms are subject to
a 1.5% service charge

PO #	Terms	Project:			Job No.
	Net 30	Cedar Lake Municipal Complex			22044
Stage	Fee \$	Invoiced to Date %	Amount Invoiced \$	Previously Invoiced \$	Invoiced this Month \$
GM Construction Admin & Close-out	313,200.00	6.25	19,575.00	-	19,575.00
Expenses plus 10% Markup	-	-	338.80	-	338.80
<p>\$12,426.21 Attributable to FD Project</p> <p>\$7,487.59 Attributable to PD Project</p>					
Total					19,913.80

Thank you for Your Business



Expense Report

Shrewsberry & Associates, LLC

Thursday, April 20, 2023

Page 1

Name: Storm Kollak				Report Dates:		Report Amounts:						
Description: Jan-April 2023				Begin Date 1/10/2023		Advance Amount 0.00						
Notes: Expenses January - April				End Date 4/21/2023		Total Amount 1,147.00						

Date	ID	Project Description	Phase	Expense Item	Payee	Units	Rate	Amount	Reference	Credit Card	Import	Prsnl
1/10/2023	19-0082	Populous-BLF Site Improvements	Reimbursable Expenses	Mileage		330.00	0.5000	165.00			£	£
1/10/2023	19-0082	Populous-BLF Site Improvements	Reimbursable Expenses	Parking & Tolls		2.00	5.5000	11.00			£	£
1/17/2023				Mileage		240.00	0.5000	120.00			£	£
1/30/2023				Mileage		240.00	0.5000	120.00			£	£
2/7/2023	P23-0026	Indiana University-Tennis Center Parking Lot	Proposal	Mileage		240.00	0.5000	120.00			£	£
2/14/2023	22-0143	MKSK-City of Indianapolis-West Washington Street Corridor Study	Phase 2-Redevelopment	Mileage		330.00	0.5000	165.00			£	£
2/28/2023				Mileage		240.00	0.5000	120.00			£	£
1/10/2023				Telephone/Long Distance		1.00	60.0000	60.00			£	£
2/1/2023				Telephone/Long Distance		1.00	60.0000	60.00			£	£
4/20/2023	22-0069	K2M - Town of Cedar Lake - Police & Fire Stations	Reimbursable Expenses	Appl/Permit/Submit Fees		1.00	146.0000	146.00			£	£
3/19/2023				Telephone/Long Distance		1.00	60.0000	60.00			£	£
Total:								1,147.00				
Advance:								0.00				
Credit Card:								0.00				
Personal:								0.00				
Net Due:								1,147.00				

Employee Signature

Manager Signature

04/20/2023

2023.04.21

Approval:	Name	Approved
Supervisor:		
Accounting:		

Storm Kollak

From: THE TIMES <noreply@elavon.com>
Sent: Thursday, April 20, 2023 3:36 PM
To: Storm Kollak
Subject: Order Confirmation

You don't often get email from noreply@elavon.com. [Learn why this is important](#)

\$146.00 USD

04/20/2023 02:35:35 PM
THE TIMES

Your payment has been approved

Payment	VISA [REDACTED]
Transaction ID	200423C1D-521C9242-7976-4BFE-874F-F294E477F13F
Approval Code	89177B
Invoice Number	115254
Description	Payment For Order: 115254
Merchant Transaction ID	PHX.Munster

Total	\$146.00 USD
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THE TIMES
601 45TH AVENUE MUNSTER IN 46321 | 219-933-3200

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Expense Report

Shrewsberry & Associates, LLC

Friday, May 19, 2023

Page 1 of 2

Name: Zachariah Berninger				Report Dates:			Report Amounts:					
Description: second half of January and first half of February				Begin Date 1/11/2023			Advance Amount 0.00					
Notes:				End Date 2/11/2023			Total Amount					

Date	ID	Project Description	Phase	Expense Item	Payee	Units	Rate	Amount	Reference	Credit Card	Import	Prsnl
											<input type="checkbox"/>	<input type="checkbox"/>
											<input type="checkbox"/>	<input type="checkbox"/>
											<input type="checkbox"/>	<input type="checkbox"/>
											<input type="checkbox"/>	<input type="checkbox"/>
											<input type="checkbox"/>	<input type="checkbox"/>
											<input type="checkbox"/>	<input type="checkbox"/>
											<input type="checkbox"/>	<input type="checkbox"/>
2/8/2023	22-0069	K2M - Town of Cedar Lake - Police & Fire Stations	Reimbursable Expenses	Mileage		324.00	0.5000	162.00			<input type="checkbox"/>	<input type="checkbox"/>
											<input type="checkbox"/>	<input type="checkbox"/>
Total:												
Advance:								0.00				
Credit Card:								0.00				
Personal:								0.00				
Net Due:												

Employee Signature

Date

Manager Signature

Date

Approval:	Name	Approved
Supervisor:	D. Blake Wilson	02/13/23
Accounting:	Patrick Mathews	02/15/23

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

*Current Invoice is highlighted and reflects both projects combined.

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

**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 18th day of July, 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 Travis Able (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 18th day of July, 2023, 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 18th day of July, 2023,

[SIGNATURES ON FOLLOWING PAGE]

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

By: _____
Fire Chief (signature)

Printed Name
07/18/2023

Date Signed

Approved: _____
Town Council President

Approved _____
Town Clerk-Treasurer

APPLICANT

By: _____
Applicant (signature)

Printed Name
07/18/2023

Date Signed

07/18/2023

Date

07/18/2023

Date

UNIFORM PROPERTY ACQUISITION OFFER

TO: Haskell A. Sullivan Revocable Trust Dated July, 1993, as Amended
c/o Pamela Ann Anderson, Successor Co-Trustee &
Thomas J. Kelly, Successor Co-trustee
7204 Timberidge Dr.
North Richland Hills, TX74182

The Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation ("Town"), is authorized by applicable Indiana law to obtain your property for certain public purposes. The Town needs your property for Public Utility and Infrastructure purposes, including multi-use path improvements and structure Project, in the Town ("Project"), and needs to take the Fee Parcel which is legally described as:

Key No.: 45-15-26-232-011.000-043
See Attached Legal Description (Exhibit "A")

It is our opinion that the fair market value of the real property we seek to acquire is Two Thousand Four Hundred & 00/100 Dollars (\$2,400.00), and, therefore, the Town offers you the amount of Two Thousand Four Hundred & 00/100 Dollars (\$2,400.00) for the property to be acquired for the Project. You have thirty (30) days from this date to accept or reject this offer. If you accept this offer, you may expect payment in full within ninety (90) days after signing the documents accepting this offer and executing the conveyance, and provided there are no difficulties in clearing liens or other problems with title to the land. Possession will be required thirty (30) days after you have received your payment in full.

HERE IS A BRIEF SUMMARY OF YOUR OPTIONS AND LEGALLY PROTECTED RIGHTS:

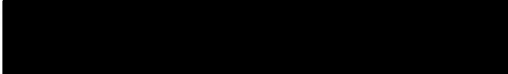
1. By applicable law, the Town is required to make a good faith effort to purchase part of your property and an easement across your property.
2. You do not have to accept this offer and the Town is not required to agree to your demands.
3. However, if you do not accept this offer, and we cannot come to an agreement on the acquisition of your property, the Town has the right to file suit to condemn and acquire the property in the county in which the property is located (i.e. Lake County, Indiana).
4. You have the right to seek advice of an attorney, real estate appraiser, or any other person of your choice on this matter.
5. You may object to the public purposes and necessity of this Project.
6. If the Town files a suit to condemn and acquire your property and the Court grants its request to condemn, the Court will then appoint three (3) appraisers who will make an independent appraisal of the property to be acquired.
7. If we both agree with the Court Appraisers' report, then the matter is settled. However, if either of us disagrees with the Appraisers' report to the Court, either of us has the right to ask for a trial to decide what should be paid to you for the property condemned.
8. If the Court Appraisers' report is not accepted by either of us, then the Town has the legal option of depositing the amount of the Court appraisers' valuation with the Court. If such a deposit is made with the Court, the Town is legally entitled to immediate possession of the property. You may, subject to the approval of the Court, make withdrawals from the amount deposited with the Court. Your withdrawal will in no way affect the proceedings of your case in Court, except that, if the final judgment


- awarded you is less than the withdrawal you have made from the amount deposited, you will be required to pay back to the Court the amount of the withdrawal in excess of the amount of the final judgment.
9. The trial will decide the full amount of damages you are to receive. Both of us will be entitled to present legal evidence supporting our opinions of the fair market value of the property or easement. The Court's decision may be more or less than this offer. You may employ, at your cost, appraisers and attorneys to represent you at this time or at any time during the course of the proceeding described in this notice.
10. If you have any questions concerning this matter, you may contact the Town at:

Cedar Lake Town Hall, P. O. Box 707, Cedar Lake, IN 46303
attn.: Mr. Richard Sharpe, Town Council President or
Mr. Nick Recupito, Utility Board President
219/374-7000

This offer was made to the OWNERS:

Pamela Ann Anderson & Thomas J. Kelly, as Successor Co-Trustees
of the Haskell A. Sullivan Revocable Trust dated 7/19/93, as Amended

By: 
Pamela Ann Anderson, Successor Co-Trustee

By: 
Thomas J. Kelly, Successor Co-Trustee

on the 16th day of June 2023,

By: _____
Richard Sharpe, Cedar Lake Town Council President
Agent of: The Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation.

If you decide to accept the offer of Two Thousand Four Hundred & 00/100 Dollars (\$2,400.00) made by the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, sign your name below and mail this form to the address indicated above. An additional copy of this offer has been provided for your file.

ACCEPTANCE OF OFFER

We, Pamela Ann Anderson, and Thomas J. Kelly, as Successor Co-Trustees of the Haskell A. Sullivan Revocable Trust dated July 19, 1993, OWNER of the above-described property, hereby accept the offer of Two Thousand Four Hundred & 00/100 Dollars (\$2,400.00) made by the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, on this 16th day of June, 2023.

OWNERS:

Pamela Ann Anderson & Thomas J. Kelly, as Successor Co-Trustees of the Haskell A. Sullivan Revocable Trust dated July 19, 1993, as Amended

By: [Redacted Signature]
Pamela Ann Anderson, Successor Co-Trustee

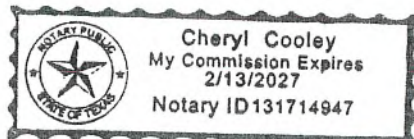
By: [Redacted Signature]
Thomas J. Kelly, Successor Co-Trustee

NOTARY'S CERTIFICATE

STATE OF Texas)
COUNTY OF Dallas) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 22 day of June, 2023, personally appeared Pamela Ann Anderson, Successor Co-Trustee of the Haskell A. Sullivan Revocable Trust dated July 19, 1993, and acknowledged the execution of the foregoing Instrument. In Witness Whereof, I have hereunto subscribed my name and affixed my Official Seal.

My Commission Expires: 2/13/2027



[Redacted Signature]
(Signature)

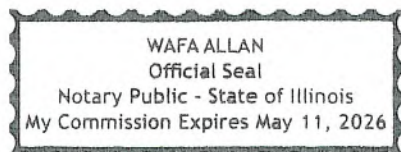
Cheryl Cooley
(Printed) NOTARY PUBLIC

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 16 day of JUNE, 2023, personally appeared Thomas J. Kelly, Successor Co-Trustee of the Haskell A. Sullivan Revocable Trust dated July 19, 1993, 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: MAY 11, 2026



(Signature)

(Printed) NOTARY PUBLIC

COUNTER-OFFER OF JOSE MENDOZA

Jose Mendoza, Owner, hereby delivers this Counter- Offer to Uniform Land Acquisition Offer of the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, for Part of Key No. 45-15-26-328-022.000-043, commonly known as 7209 Constitution Ave., Cedar Lake, Indiana, in the amount of Four Thousand and 00/100 Dollars (\$4,000.00), based on the terms stated in the Town Uniform Land Acquisition Offer, on the 21st day of June, 2023, with the following terms. The supplemental terms are as follows, namely;

1. The Town of Cedar Lake agrees to pay Jose Mendoza the sum of Four Thousand and 00/100 Dollars (\$4,000.00), which amount is the highest amount of the two (2) appraisals performed on the above-referenced parcel; and
2. The Town of Cedar Lake agrees to pay Jose Mendoza the sum of \$500.00 for reasonable attorney fees.

JOSE MENDOZA (OWNER)

[Redacted Signature]

(Signature)

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 21st day of June, 2023, personally appeared Jose Mendoza, 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: September 12, 2025

[Redacted Signature]

(Signature)



MARIA E. DOMINGUEZ

(Printed) NOTARY PUBLIC

ACCEPTANCE OF COUNTER-OFFER

I, Chris Salatas, Town Manager of the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, on behalf of the said Town of Cedar Lake, hereby accepts the Counter-Offer as set forth therein, made by Jose Mendoza, on this 22 day of June, 2023.

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

BY: 
Chris Salatas, Town Manager

ATTEST:

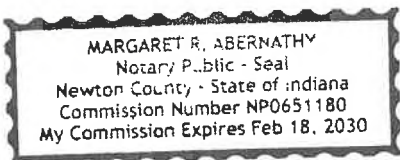

Jennifer N. Sandberg, IAMC, CMC, CPFIM, Clerk-Treasurer


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 22nd day of June, 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: 2-18-2030




(Signature)

MARGARET R. ABERNATHY
(Printed) NOTARY PUBLIC

COUNTER-OFFER OF JOSE MENDOZA

Jose Mendoza, Owner, hereby delivers this Counter- Offer to Uniform Land Acquisition Offer of the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, for Part of Key No. 45-15-26-329-054.000-043, commonly known as 13804 Morse St., Cedar Lake, Indiana, in the amount of Fourteen Thousand Five Hundred and 00/100 Dollars (\$14,500.00), based on the terms stated in the Town Uniform Land Acquisition Offer, on the 21st day of June, 2023, and with the following terms. The supplemental terms are as follows, namely;

1. The Town of Cedar Lake agrees to pay Jose Mendoza the sum of Fourteen Thousand Five Hundred and 00/100 Dollars (\$14,500.00), which amount is the highest amount of the two (2) appraisals performed on the above-referenced parcel; and
2. The Town of Cedar Lake agrees to pay Jose Mendoza the sum of \$500.00 for reasonable attorney fees.

JOSE MENDOZA (OWNER)

[Redacted Signature]

Signature

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 21st day of June, 2023, personally appeared Jose Mendoza, 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: September 12, 2025

[Redacted Signature]
(Signature)



MARIA E. DOMINGUEZ
(Printed) NOTARY PUBLIC


ACCEPTANCE OF COUNTER-OFFER

I, Chris Salatas, Town Manager, of the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, on behalf of the said Town of Cedar Lake, hereby accepts the Counter-Offer as set forth therein, made by Jose Mendoza, on this 22 day of June, 2023.

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

BY: 
Chris Salatas, Town Manager

ATTEST:


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

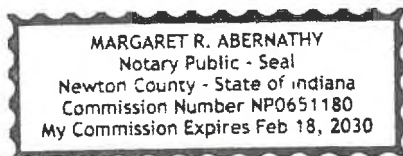
NOTARY'S CERTIFICATE

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 22nd day of June, 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: 2-18-2030


(Signature)



MARGARET R. ABERNATHY
(Printed) NOTARY PUBLIC

PERMANENT UTILITY EASEMENT AGREEMENT

THIS PERMANENT UTILITY EASEMENT AGREEMENT (hereinafter, "Easement"), is made this ____ day of July, 2023, by and between Jose Mendoza, (hereinafter "GRANTOR"), and THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, acting by and through its duly elected TOWN COUNCIL, "GRANTEE".

GRANTOR hereby states and represents that he owns and has title to certain Real Estate located in Cedar Lake, Lake County, Indiana, and seeks to grant and convey an Easement to GRANTEE for water utility extension, drainage, public improvements, and all related public use purposes over the Real Estate.

NOW, THEREFORE, for the amount paid in hand of Four Thousand and Zero (\$4,000.00) Dollars, and other good and valuable consideration, all of which is acknowledged and accepted by GRANTOR, the GRANTOR does hereby grant, convey and warrant unto GRANTEE, its successors and assigns, forever, a Permanent Utility Easement with the right, privilege and authority in GRANTEE, at its own expense, to enter upon, dig, lay, erect, construct, install, reconstruct, operate, maintain, patrol, continue, repair, keep in repair, deepen, replace and renew public utilities and public improvements as shall be hereafter located and constructed in, on, upon, along, under, over and across the Real Estate owned by GRANTOR, and situated in Cedar Lake, Lake County, Indiana, and which parcel of real estate is more particularly described as follows, namely:

Legal Description is attached as Exhibit "A", including Site Drawing, which is incorporated herein

Key Nos: 45-15-26-328-022.000-043

Commonly Known as: 7209 Constitution Avenue, Cedar Lake, Indiana 46303

The GRANTEE shall have the right, at its expense, to enter along, over and upon the Easement for the public purposes permitted herein, at will, and to make such alterations and improvements therein as may be necessary or useful for such permitted and identified public purposes; further, the GRANTEE shall have the right of ingress and egress over adjoining premises and lands pursuant to the Temporary Construction Easement when necessary, and without doing damage to the adjoining lands, and only for temporary periods, and shall not otherwise enter upon lands adjoining said Easement.

The GRANTEE covenants that in the installation, maintenance or operation of the public utility and public improvements, and appurtenances under, upon, over and across the Real Estate in which the Easement is hereby granted, it will, at its own expense, restore the area disturbed by its work to as near the original condition as is practicable.

The GRANTOR covenants for GRANTOR, GRANTOR'S grantees, heirs, personal representatives, successors and assigns, that GRANTOR shall not erect or maintain any building or other structure or obstruction on or over the Permanent Utility Easement granted herein, and gives the GRANTEE the right to remove any such obstruction, or grant additional Easements over, across or on the Real Estate in which the Permanent Utility Easement is hereby granted, except by express written permission from the GRANTEE, in accordance with the terms thereof, which permission, when in writing and recorded, shall run with the Real Estate.

ACCEPTANCE AND ACKNOWLEDGEMENT

This conveyance is accepted by the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, after action at a public meeting of the Town Council of the Town of Cedar Lake, Lake County, Indiana, and whereby the Town Council President and Town Clerk-Treasurer, respectively, were duly authorized to execute and attest this ACCEPTANCE and ACKNOWLEDGEMENT.

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

By: _____
Richard Sharpe, Town Council President

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

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of July, 2023, personally appeared RICHARD SHARPE, not individually, but as President of the Town Council of the Town of Cedar Lake, Lake County, Indiana, as the duly authorized Purchasing Agent of the Town, and JENNIFER N. SANDBERG, not individually, but as Clerk-Treasurer of the Town of Cedar Lake, Lake County, Indiana, who acknowledged the execution of the foregoing Permanent Utility Easement Agreement as such Officers, in such capacity, for and on behalf of the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my Official Seal
this _____ day of _____, 2023.

My Commission Expires:

Resident of _____ Notary Public
County, IN

I affirm, under the penalties of perjury, that I have taken responsible care to redact each Social Security number in this document, unless required by law and this document was prepared by David M. Austgen, AUSTGEN KUIPER JASAITIS P.C., 130 N. Main St., Crown Point, Indiana 46307.

EXHIBIT "A"

LEGAL DESCRIPTION (Constitution Avenue)

Lots 1, 2 and 3 in Block 1 in Binyon's Addition to Cedar Lake, as per plat thereof, recorded in Plat Book 16, page 13, in the Office of the Recorder of Lake County, Indiana

PERMANENT UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT AGREEMENT (hereinafter, "Easement") is made this ____ day of July, 2023, by and between Jose Mendoza, (hereinafter "GRANTOR"), and THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, acting by and through its duly elected TOWN COUNCIL, "GRANTEE".

GRANTOR hereby states and represents that he owns and has title to certain Real Estate located in Cedar Lake, Lake County, Indiana, and seeks to grant and convey an Easement to GRANTEE for water utility extension, drainage, public improvements, and all related public use purposes over the Real Estate.

NOW, THEREFORE, for the amount paid in hand of Fourteen Thousand Five Hundred and Zero (\$14,500.00) Dollars, and other good and valuable consideration, all of which is acknowledged and accepted by GRANTOR, the GRANTOR does hereby grant, convey and warrant unto GRANTEE, its successors and assigns, forever, a Permanent Utility Easement with the right, privilege and authority in GRANTEE, at its own expense, to enter upon, dig, lay, erect, construct, install, reconstruct, operate, maintain, patrol, continue, repair, keep in repair, deepen, replace and renew public utilities and public improvements as shall be hereafter located and constructed in, on, upon, along, under, over and across the Real Estate owned by GRANTOR, and situated in Cedar Lake, Lake County, Indiana, and which parcel of real estate is more particularly described as follows, namely:

Legal Description is attached as Exhibit "A", including Site drawing, which is incorporated herein

Key Nos: 45-15-26-328-044.000-043

Commonly Known as: 13804 Morse Street, Cedar Lake, Indiana 46303

The GRANTEE shall have the right, at its expense, to enter along, over and upon the Easement for the public purposes permitted herein, at will, and to make such alterations and improvements therein as may be necessary or useful for such permitted and identified public purposes; further, the GRANTEE shall have the right of ingress and egress over adjoining premises and lands pursuant to the Temporary Construction Easement when necessary, and without doing damage to the adjoining lands, and only for temporary periods, and shall not otherwise enter upon lands adjoining said Easement.

The GRANTEE covenants that in the installation, maintenance or operation of the public utility and public improvements, and appurtenances under, upon, over and across the Real Estate in which the Easement is hereby granted, it will, at its own expense, restore the area disturbed by its work to as near the original condition as is practicable.

The GRANTOR covenants for GRANTOR, GRANTOR'S grantees, heirs, personal representatives, successors and assigns, that GRANTOR shall not erect or maintain any building or other structure or obstruction on or over the Permanent Utility Easement granted herein, and gives the GRANTEE the right to remove any such obstruction, or grant additional Easements over, across or on the Real Estate in which the Permanent Utility Easement is hereby granted, except by express written permission from the GRANTEE, in accordance with the terms thereof, which permission, when in writing and recorded, shall run with the Real Estate.

ACCEPTANCE AND ACKNOWLEDGEMENT

This conveyance is accepted by the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, after action at a public meeting of the Town Council of the Town of Cedar Lake, Lake County, Indiana, and whereby the Town Council President and Town Clerk-Treasurer, respectively, were duly authorized to execute and attest this ACCEPTANCE and ACKNOWLEDGMENT.

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

By: _____
Richard Sharpe, Town Council President

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

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of July, 2023, personally appeared RICHARD SHARPE, not individually, but as President of the Town Council of the Town of Cedar Lake, Lake County, Indiana, as the duly authorized Purchasing Agent of the Town, and JENNIFER N. SANDBERG, not individually, but as Clerk-Treasurer of the Town of Cedar Lake, Lake County, Indiana, who acknowledged the execution of the foregoing Permanent Utility Easement Agreement as such Officers, in such capacity, for and on behalf of the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my Official Seal
this _____ day of _____, 2023.

My Commission Expires:

Resident of _____ Notary Public
County, IN

I affirm, under the penalties of perjury, that I have taken responsible care to redact each Social Security number in this document, unless required by law and this document was prepared by David M. Austgen, AUSTGEN KUIPER JASAITIS P.C., 130 N. Main St., Crown Point, Indiana 46307.

EXHIBIT "A"

LEGAL DESCRIPTION (Morse Street)

The East ½ of Lot 51 and all of Lots 52 and 53 in Block 1 in Binyou's Addition to Cedar Lake, as per plat thereof, recorded in Plat Book 16, page 13, in the Office of the Recorder of Lake County, Indiana.

PERMANENT UTILITY EASEMENT AGREEMENT

THIS PERMANENT UTILITY EASEMENT AGREEMENT (hereinafter, "Easement") is made this ____ day of July, 2023, by and between Peter Blagojevic and Terri Blagojevic, Husband and Wife, (hereinafter "GRANTOR"), and THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, acting by and through its duly elected TOWN COUNCIL, "GRANTEE".

GRANTOR hereby state and represents that they own and have title to certain Real Estate located in Cedar Lake, Lake County, Indiana, and seek to grant and convey an Easement to GRANTEE for water utility extension, drainage, public improvements, and all other related public use purposes over the Real Estate.

NOW, THEREFORE, for specified in-kind consideration, including the consideration by the GRANTEE as set forth in Exhibit "A" attached hereto, and all other good and valuable consideration, all of which is acknowledged and accepted by GRANTOR, the GRANTOR does hereby grant, convey and warrant unto GRANTEE, their successors and assigns, forever, a Permanent Utility Easement with the right, privilege and authority in GRANTEE, at its own expense, to enter upon, dig, lay, erect, construct, install, reconstruct, operate, maintain, patrol, continue, repair, keep in repair, deepen, replace and renew public utilities and public improvements as shall be hereafter located and constructed in, on, upon, along, under, over and across the Real Estate owned by GRANTOR, and situated in Cedar Lake, Lake County, Indiana, and which is more particularly described as follows, namely:

Legal Description is attached as Exhibit "B" and is attached to Site Drawing in Exhibit "C", each of which are incorporated herein

Key Nos: 45-15-26-329-054.000-043

Commonly Known as: 13820 Morse St., Cedar Lake, Indiana 46303

The GRANTEE shall have the right, at its expense, to enter along, over and upon the Easement for the public purposes permitted herein, at will, and to make such alterations and improvements therein as may be necessary or useful for such permitted and identified public purposes; further, a GRANTEE shall have the right of ingress and egress over adjoining premises and lands pursuant to the Temporary Construction Easement when necessary, and without doing damage to the adjoining lands, and only for temporary periods, and shall not otherwise enter upon lands adjoining said Easement.

The GRANTEE covenants that in the installation, maintenance or operation of the public utility and public improvements, and appurtenances under, upon, over and across the Real Estate in which the Easement is hereby granted, it will, at its own expense, restore the area disturbed by its work to as near the original condition as is practicable.

The GRANTOR covenants for GRANTOR, GRANTOR'S grantees, heirs, personal representatives, successors and assigns, that GRANTOR shall not erect or maintain any building or other structure or obstruction on or over the Easement granted herein, and gives the GRANTEE the right to remove any such obstruction, or grant additional Easements over, across or on the Real Estate in which the Permanent Utility Easement is hereby granted, except by express written

permission from the GRANTEE, in accordance with the terms thereof, which permission, when in writing and recorded, shall run with the Real Estate.

Full right and authority is hereby granted unto the GRANTEE, its successors and assigns, to assign or convey to another or others, this Grant of Permanent Utility Easement Agreement.

The GRANTOR hereby covenants that GRANTOR is the owner in fee simple of the Real Estate, is lawfully seized thereof, and has good right to grant and convey the foregoing Easement herein. The GRANTOR further guarantees the quiet possession hereof and shall warrant and defend GRANTEE'S title to the Permanent Utility Easement against all lawful claims.

This Permanent Utility Easement Agreement shall be binding upon GRANTOR, GRANTOR'S heirs, personal representatives, successors, and assigns, and upon all other Parties claiming by, through or under GRANTOR, and the same shall inure to the benefit of the GRANTEE herein, and its successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Grant of Permanent Utility Easement Agreement this ____ day of July, 2023.

GRANTOR

GRANTOR

Peter Blagojevic

Terri Blagojevic

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of July, 2023, personally appeared Peter Blagojevic and Terri Blagojevic, Husband and Wife, as GRANTOR, who acknowledged the execution of the foregoing Permanent Utility Easement Agreement as their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my Official Seal this ____ day of _____, 2023.

My Commission Expires:

Notary Public
Resident of _____ County,
State of _____

ACCEPTANCE AND ACKNOWLEDGEMENT

This conveyance is accepted by the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, after action at a public meeting of the Town Council of the Town of Cedar Lake, Lake County, Indiana, and whereby the Town Council President and Town Clerk-Treasurer, respectively, were duly authorized to execute and attest this ACCEPTANCE and ACKNOWLEDGMENT.

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

By: _____
Richard Sharpe, Town Council President

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

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

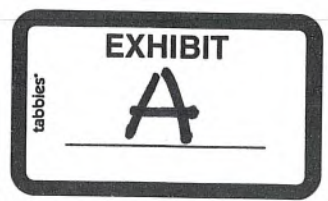
Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of July, 2023, personally appeared RICHARD SHARPE, not individually, but as President of the Town Council of the Town of Cedar Lake, Lake County, Indiana, as the duly authorized Purchasing Agent of the Town, and JENNIFER N. SANDBERG, not individually, but as Clerk-Treasurer of the Town of Cedar Lake, Lake County, Indiana, who acknowledged the execution of the foregoing Permanent Utility Easement Agreement as such Officers, in such capacity, for and on behalf of the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my Official Seal
this _____ day of _____, 2023.

My Commission Expires:

Resident of _____ Notary Public
County, IN

I affirm, under the penalties of perjury, that I have taken responsible care to redact each Social Security number in this document, unless required by law and this document was prepared by David M. Austgen, AUSTGEN KUIPER JASAITIS P.C., 130 N. Main St., Crown Point, Indiana 46307.



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]

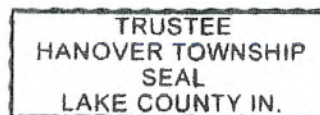
Terri Blagojevic

NOTARY'S CERTIFICATE

STATE OF INDIANA)

COUNTY OF LAKE)

) SS:
)



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 Torh
(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 20 day of June, 2023.

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

[Redacted Signature]
Chris Salatas, Town Manager

ATTEST:

[Redacted Signature]
Jennifer N. Sandberg, IAMC, CMC, CPFIM, Clerk-Treasurer

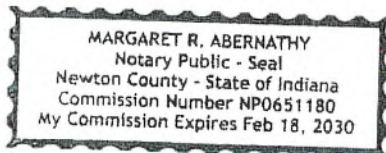
NOTARY'S CERTIFICATE

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 20th day of June, 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: 2-18-2030

[Redacted Signature]
(Signature)



MARGARET R. ABERNATHY
(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

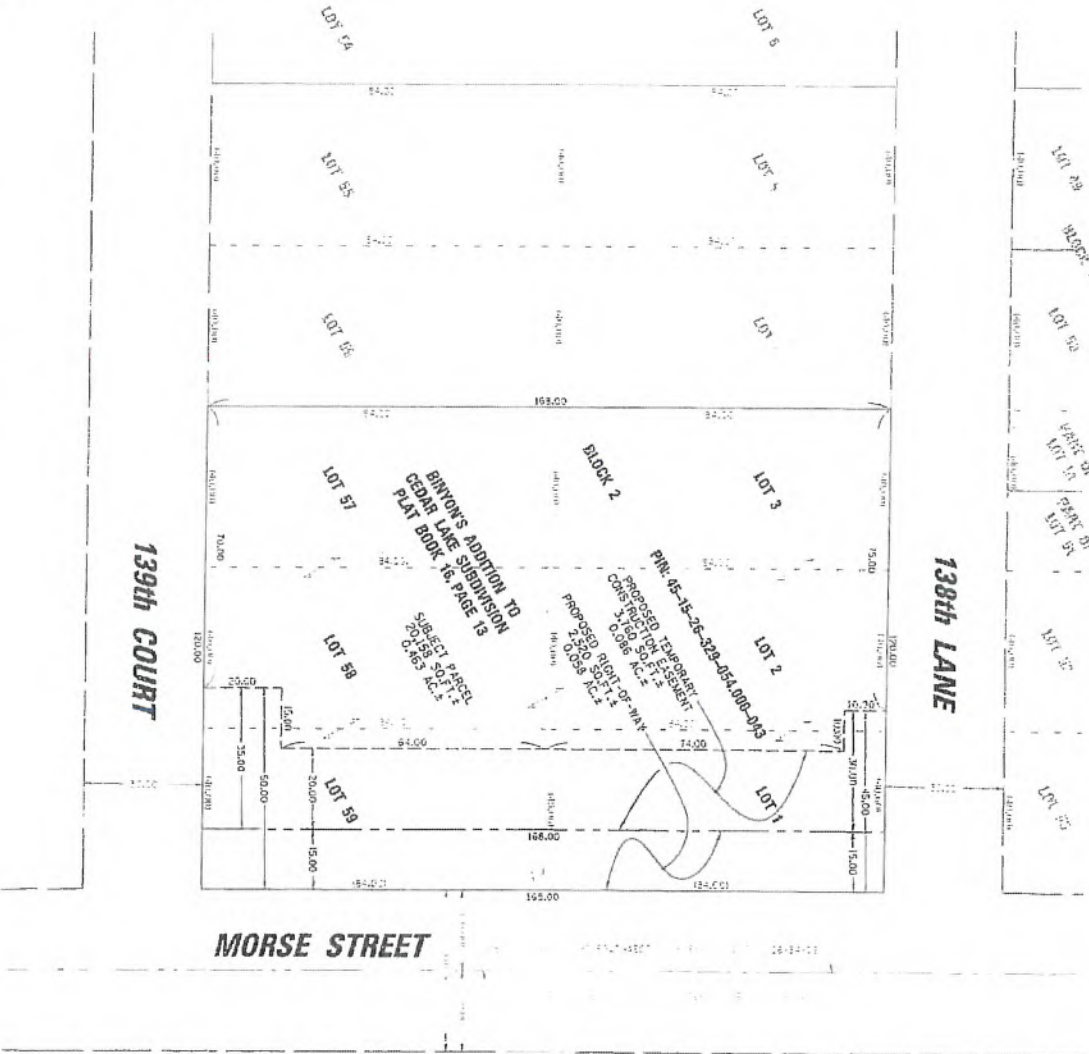
RIGHT-OF-WAY EXHIBIT

- GENERAL NOTES:**
1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
 2. ONLY THOSE BUILDING LINES, PRINCIPLES AND EASEMENTS WHICH ARE SHOWN ON THE APPROVED PLAT OF SUBDIVISION ARE SHOWN HEREIN, REFER TO THE RECORD TITLE INSURANCE POLICY AND LOCAL ORDINANCES FOR OTHER RESTRICTIONS.
 3. COMPARE GRID DESCRIPTION AND EIT'S COORDINATES WITH THE DATA GIVEN ON THIS EXHIBIT AND REPORT ANY DISCREPANCIES TO THE SURVEYOR AT ONCE.
 4. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.
 5. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SURVEYOR'S PLAN AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK.
- SURVEYOR NOTES:**
1. PROPERTY IS SUBJECT TO RIGHTS OF THE PUBLIC, THE STATE OF INDIANA, AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.
 2. NO IMPROVEMENTS ON THE SUBJECT PARCEL WERE LOCATED FOR THE PURPOSE OF THIS EXHIBIT.

CHRISTOPHER B. BURKE
ENGINEERING, LTD.
3575 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.	K.A.R.	PROJECT NO.
DWN.	AJK	060015.00005
CHKD.	JRM	SHEET 1 OF 1
SCALE:	1" = 20'	DRAWING NO.
DATE:	05-17-2023	06000015.050



tabbles

EXHIBIT

B



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.

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

RIGHT-OF-WAY EXHIBIT

tabbles'

EXHIBIT

C

- 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 EXHIBIT ARE TO BE CONSIDERED. THE SHOWN AREAS REFER TO THE DEED, TITLE INSURANCE POLICY AND LOCAL ORDINANCES FOR OTHER RESTRICTIONS.
 3. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS EXHIBIT 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.
- SUBSECTION NOTES:**
1. PROPERTY IS SUBJECT TO: RIGHTS OF THE PUBLIC, THE STATE OF INDIANA, AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, WHICH OR USED FOR ROAD PURPOSES.
 2. NO IMPROVEMENTS ON THE SUBJECT PARCEL WERE LOCATED FOR THE PURPOSE OF THIS EXHIBIT.



MORSE STREET

EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 26-34-09
WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 26-34-09



RIGHT-OF-WAY EXHIBIT

IN
TOWN OF CEDAR LAKE, INDIANA
PREPARED FOR
TOWN OF CEDAR LAKE

CHALC.	KJR	PROJECT NO.
DWN.	AJK	060015.00005
CHKD.	JRM	SHEET 1 OF 1
SCALE: 1"=20'		DRAWING NO.
DATE: 05-17-2023		ROW060015.05C

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

Date of Issuance: **6-21-23**

Effective Date:

Owner: **Town of Cedar Lake**

Owner's Contract No.: **N/A**

Contractor: **Dredge America, Inc.**

Contractor's Project No.: **N/A**

Engineer: **Christopher B. Burke Engineering, LLC**

Engineer's Project No.: **2200178**

Project: **Stage 2 – Cedar Lake Dredging**

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 revise the unit cost of Pay Item #5B – Dredging Sediment to reflect the addition of the four specialty dredging areas. The addition of these areas increased the overall unit cost for dredging of sediment on the project. Corresponding dredge volumes were reduced to maintain project costs.

Attachments: CO #2 Table, Memorandum

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>5,975,000.00</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>5,975,000.00</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ _____ days or dates
{Increase} {Decrease} of this Change Order: \$ <u>3,155.80</u>	{Increase} {Decrease} of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ _____ days or dates
Contract Price incorporating this Change Order: \$ <u>5,971,844.20</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: _____			
Date: <u>6-21-23</u>	Date: _____	Date: _____			

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

**Town of Cedar Lake, Indiana
Cedar Lake Dredging, Ecosystem Restoration Project**

Contractor: Dredge America, Inc.

(CBBEL Project No. 220178)

Change Order No. 2

Date: June 21, 2023

Summary of Adjusted Items

Item No.	Item Description	Unit	Original Unit Price	Original Plan Quantity	Revised Unit Price	Revised Plan Quantity	Authorization Amount	Revised Contract Amount
5B	DREDGING SEDIMENT (ALTERNATE 2)	CYS	10.00	500,000	11.38	439,090	\$ 4,996,844.20	\$ (3,155.80)

TOTAL: \$ (3,155.80)

Awarded Contract Value: \$ 5,975,000.00
+ Previous Change Orders Value: \$ -
= Contract Value Prior to this Change Order: \$ 5,975,000.00
+ Change Order 2 Value: \$ (3,155.80)
= Current Contract Value: \$ 5,971,844.20



To: Chris Salatas – Town Manager
Donald C. Oliphant, PE, CFM
From: Thomas Burke, PE, PhD, CFM
Subject: Dredging Quantity Revision, Change Order #2
Date: June 21, 2023
Project No.: 22-0178
Cc: Margaret Abernathy

Alternative #2 was awarded to Dredge America, Inc. on July 7, 2022. This was the highest volumetric sediment removal alternative proposed in the bid package, removing approximately 500,000 cubic yards. As noted in Sheet 2 of the bid plan set, four areas were designated in green to represent specialty areas based on their location, harder sediment based on cores, shallower dredge depths, or were specifically relevant to adjacent uses. These areas include the former South Shore Golf Course frontage (#5), Pine Crest Marina (#7), Sleepy Hollow Ditch outfall location (#8), and North Point Marina (#11).

These areas were intended to be included in all bid alternatives but were not included in the Alternative #2 quantities. In-lieu of the green areas being included, Alternative #2 included larger volumetric removal along the north portion of the lake, primarily within Area #10A (northwest quadrant). Alternative #2 was bid at a \$10.00/CYS to remove the approximate 500,000 CYS at a cost \$5,000,000.00.

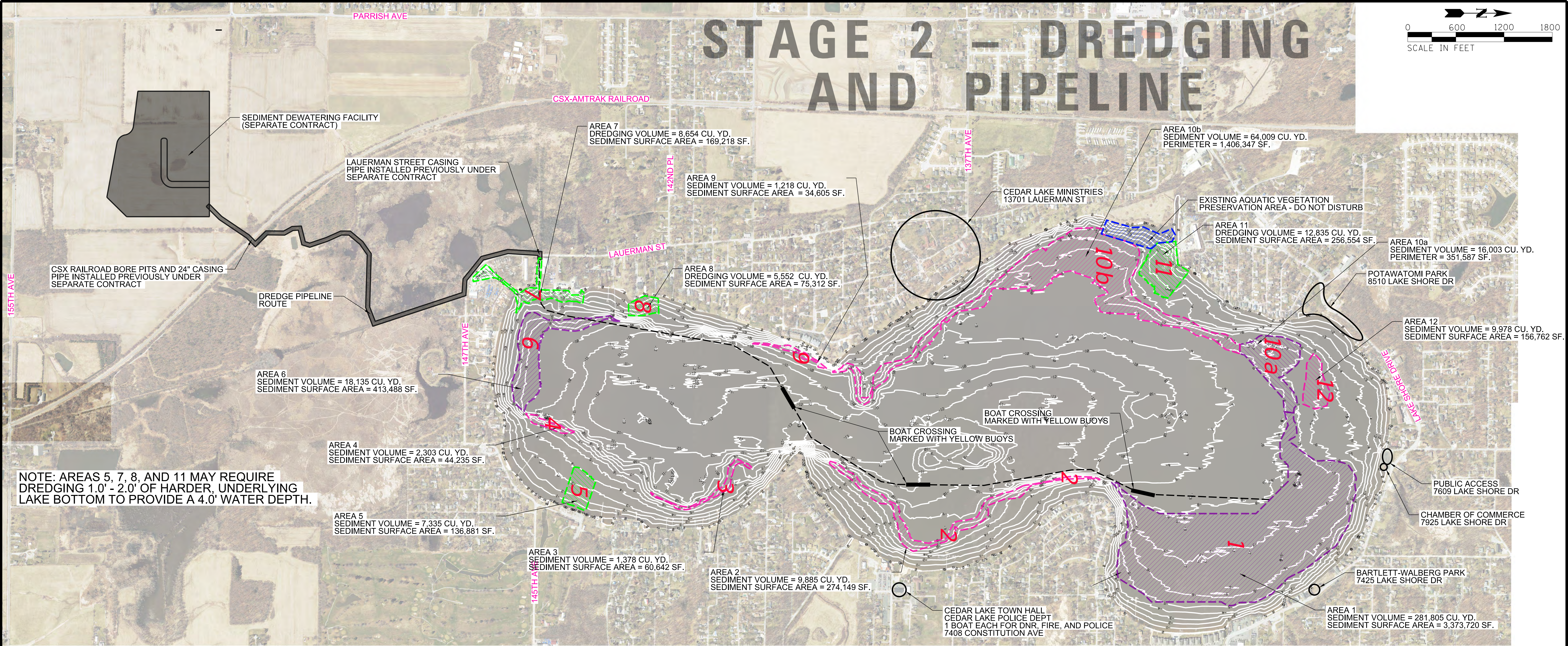
While the green areas only represent 26,000 CYS, due to their specialty nature it is not possible to simply remove a corresponding volume from another area(s). Some of the green areas require different equipment due to narrow slip areas within the marinas and the harder sediment is slower to dredge. The different equipment and slower dredge times lead to higher unit costs for these areas or an overall increase in the unit cost for all areas. CBBEL has had numerous discussions with Dredge America to maximize the volume removed, include the specialty areas and deliver a project within the \$5,000,000 bid price. By including the specialty areas, the overall dredge volume has been reduced to 439,090 CYS to maintain the cost of the project. The 439,090 CYS sediment removal quantity will be completed at a unit cost of \$11.38/CYS or a total cost of \$4,996,844.20. The revised dredge areas are shown on the attached plan sheet. Table 1 shows the revised quantities that are a result of many discussions with Dredge America and what we believe will provide the Town with the best cost/benefit of sediment removed for the price.

Table 1
Revised Alternative #2 Quantities

Area	Volume (CYS)
1A	281,805
2A	9,885
3A	1,378
4A	2,303
5	7,335
6A	18,135

7	8,654
8	5,552
9A	1,218
10	80,012
11	12,835
12A	9,978

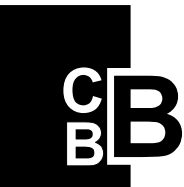
DCO\
P:\Cedar Lake\220178 - SDF Construction Observation\Stage 2 Change Orders\CO#2\M220178 Dredge Rev 062123.docx



- NOTES:
- BATHYMETRIC DATA BY SPACECO AUGUST 2020.
 - TOPO DATA BY COUNTY CONTOURS.
 - SHORE SIDE OF BOTTOM OF SEDIMENT LIMIT: DREDGING WITHIN THE LIMITS OF EACH DREDGING AREA SHALL BE A MAXIMUM OF DESIGNATE AREA OR UNTIL HARD LAKE BOTTOM IS REACHED.
 - LAKE SIDE OF BOTTOM OF SEDIMENT LIMIT: POST DREDGING WATER DEPTH DESIGNATED AREA DEPTH
 - FOR CROSS SECTIONS SEE SHEETS 26-37.

Task/ Estimated Time		2023												2024												2025											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Set Pipes	8 wks																																				
Dredge	TBD																																				
Winterize Project	TBD																																				
Winter Shutdown	TBD																																				
Project Close-Out	8 wks																																				

FOR INFORMATIONAL PURPOSES ONLY – CONTRACTOR TO PROVIDE SCHEDULE



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

CLIENT:



TOWN OF CEDAR LAKE
7408 CONSTITUTION AVENUE
P.O. BOX 707
CEDAR LAKE, IN 46303

DSGN.	JAL	
DWN.	PJN	
CHKD.	LMF	
SCALE:	600'	
PLOT DATE:	5/2/2023	
CAD USER:	mgoldenberg	
MODEL:	Default	
FILE NAME	N:\CedarLake\200323\Civil\Stage 11\Dredging Plan\02_sta_11_4_overall_site_200323_01.sht	

TITLE:

OVERALL SITE MAP

PROJ. NO. 20-0323
DATE: 5/2/2023
SHEET 2 OF 37
DRAWING NO.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT is made this ____ day of July, 2023, by and between NATHAN C. SLATHAR and APRIL N. SLATHAR, Husband and Wife, "GRANTOR", and THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, acting by and through its duly elected TOWN COUNCIL, "GRANTEE".

RECITALS

GRANTOR states and represents that it owns and has title to certain Real Estate located in Cedar Lake, Lake County, Indiana, and seeks to grant and convey a Temporary Construction Easement to GRANTEE for sanitary sewer, public improvement and all related public sanitary sewer utility use purposes over the Real Estate.

COVENANTS

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by GRANTOR, GRANTOR does hereby grant and convey unto the GRANTEE, its successors and assigns, a Temporary Construction Easement with the right, privilege and authority in GRANTEE, at its own expense, to enter upon, dig, lay, erect, construct, install, reconstruct, operate, maintain, patrol, continue, repair, keep in repair, deepen, replace and renew public sanitary sewer utilities and municipal sanitary sewer improvements as shall be hereafter located and constructed in, on, upon, along, under, over and across the Real Estate owned by GRANTOR, and situated Cedar Lake, Lake County, Indiana, which Real Estate Parcel is more particularly described as follows, namely:

THE SOUTH 50 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN LAKE COUNTY INDIANA, CONTAINING 1.52 ACRES MORE OR LESS.

The GRANTEE shall have the right, at its expense, to enter along, over and upon the Temporary Construction Easement for the public sewer utility purposes permitted herein, at will, and to make such alterations and improvements therein as may be necessary or useful for such public purposes; further, the GRANTEE shall have the right of ingress and egress over adjoining premises and lands when necessary and without doing damage to the adjoining lands, and only for temporary periods, and shall not otherwise enter upon lands adjoining said Temporary Construction Easement.

The GRANTEE covenants that in the installation, maintenance or operation of the public sanitary sewer utility and public sanitary sewer improvements, and appurtenances under, upon, over and across the Real Estate in which the Temporary Construction Easement is hereby granted, it will, at its own expense, restore the area disturbed by its work to as near the original condition as is practicable, except that the GRANTEE intends to substantially clear the existing vegetation for the initial installation of said improvements and regrade and re-seed the portions of the Temporary Construction Easement area that

are disturbed by the improvements. This Temporary Construction Easement shall terminate one (1) year after full completion and acceptance of the construction of the public improvements.

The GRANTOR covenants for GRANTOR, GRANTOR'S grantees, heirs, personal representatives, successors and assigns, that GRANTOR shall not erect or maintain any building or other structure or obstruction on or over the Temporary Construction Easement granted herein, and gives the GRANTEE the right to remove any such obstruction, or grant additional easements over, across or on the Real Estate in which the Temporary Construction Easement is hereby granted, except by express written permission from the GRANTEE, in accordance with the terms thereof, which permission, when in writing and recorded, shall run with the Real Estate.

Full right and authority is hereby granted unto the GRANTEE, its successors and assigns, to assign or convey to another or others, this Grant of Temporary Construction Easement.

The GRANTOR hereby covenants that GRANTOR is the owner in fee simple of the Real Estate, is lawfully seized thereof, and has good right to grant and convey the foregoing Temporary Construction Easement herein.

This Temporary Construction Easement Agreement shall be binding upon GRANTOR, GRANTOR'S heirs, personal representatives, successors and assigns, and upon all other Parties claiming by, through or under GRANTOR, and the same shall inure to the benefit of the GRANTEE herein, and its successors and assigns.

IN WITNESS WHEREOF the Parties hereto have duly executed this GRANT of Temporary Construction Easement instrument this ____ day of _____, 2023.

NATHAN C. SLATHAR and APRIL N. SLATHAR,
Husband and Wife

Name: Nathan C. Slathar

Name: April N. Slathar

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Nathan C. Slathar and April N. Slathar, Husband and Wife, and acknowledged the execution of the foregoing Temporary Construction Easement Agreement instrument.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my Official Seal.

My Commission Expires

_____, Notary Public
Resident of Lake County, Indiana

Acceptance by Town:

This conveyance is accepted by the Town of Cedar Lake, Lake County, Indiana, after action at a public meeting of the Town Council of the Town of Cedar Lake, Lake County, Indiana, and whereby the Town Council President and Town Clerk-Treasurer, respectively, were duly authorized to execute and attest this Acceptance and Acknowledgement.

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

By: _____
Richard Sharpe, Town Council President

Attest: _____
Jennifer N. Sandberg, Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2023, personally appeared RICHARD SHARPE, Not Individually, but as President of the Town Council of the Town of Cedar Lake, Lake County, Indiana, as the duly authorized Purchasing Agent of the Town, and JENNIFER N. SANDBERG, Not Individually, but as Clerk-Treasurer of the Town of Cedar Lake, Lake County, Indiana, who acknowledged the execution of the foregoing Temporary Construction Easement Agreement as such Officers, in such capacity, for and on behalf of the Town of Cedar Lake, Lake County, Indiana.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Official Seal.

My Commission Expires: _____
_____, Notary Public

Resident of Lake County, IN

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. s/ David M. Austgen

Document prepared by: David M. Austgen, Esq., _____, Austgen Kuiper Jasaitas P.C.,
130 N. Main St., Crown Point, IN 46307.

EXHIBIT

TEMPORARY CONSTRUCTION EASEMENT

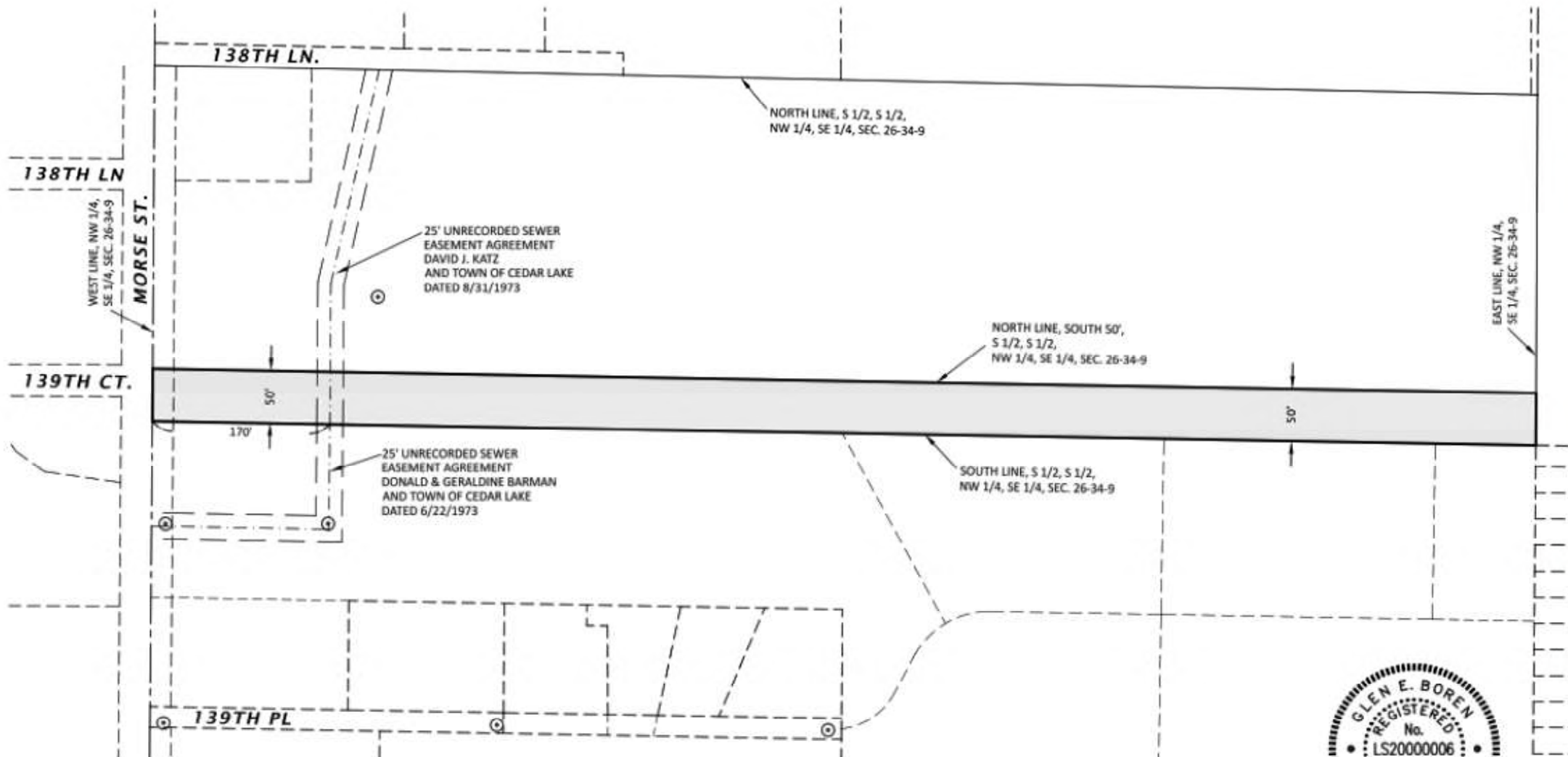
PARCEL DESCRIPTION:

THE SOUTH 50 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN LAKE COUNTY INDIANA, CONTAINING 1.52 ACRES MORE OR LESS.

GRANTORS: NATHAN C. & APRIL N. SLATHAR
TAX NO. 45-15-26-405-008.000-043
WARRANTY DEED
DOCUMENT NUMBER 2018 053803
RECORDED AUGUST 22, 2018



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



THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, OR A SURVEYOR LOCATION REPORT.



Glen E. Boren

TEMP. CONSTRUCTION EASEMENT EXHIBIT
13819 MORSE STREET
CEDAR LAKE, INDIANA 46303
PART OF NW 1/4, SE 1/4, SEC. 26-34-9



SCALE: 1"=100'

SCHILLING DEVELOPMENT

© COPYRIGHT DVG TEAM INC

122-198 Subdiv Exemptions	
FILE NO.	FILE NO.
DATE	DATE
5/24/22	
COUNTY, STATE	COUNTY, STATE
LAKE, IN	
JOB NO.	
S22-198	

PERMANENT EASEMENT AGREEMENT

THIS PERMANENT EASEMENT AGREEMENT is made this ____ day of July, 2023, by and between NATHAN C. SLATHAR and APRIL N. SLATHAR, Husband and Wife, "GRANTOR", and THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, acting by and through its duly elected TOWN COUNCIL, "GRANTEE".

RECITALS

GRANTOR states and represents that it owns and has title to certain Real Estate located in Cedar Lake, Lake County, Indiana, and seeks to grant and convey a Permanent Easement to GRANTEE for sanitary sewer, public improvement and all related public sanitary sewer utility use purposes over the Real Estate.

COVENANTS

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by GRANTOR, GRANTOR does hereby grant, convey and warrant unto the GRANTEE, its successors and assigns, forever, a perpetual Permanent Easement with the right, privilege and authority in GRANTEE, at its own expense, to enter upon, dig, lay, erect, construct, install, reconstruct, operate, maintain, patrol, continue, repair, keep in repair, deepen, replace and renew public sanitary sewer utilities and municipal sanitary sewer improvements as shall be hereafter located and constructed in, on, upon, along, under, over and across the Real Estate owned by GRANTOR, and situated Cedar Lake, Lake County, Indiana, which Real Estate parcel is more particularly described as follows, namely:

THE SOUTH 40 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN LAKE COUNTY INDIANA, EXCEPT THE WEST 157.5 FEET THEREOF, CONTAINING 1.07 ACRES MORE OR LESS.

The GRANTEE shall have the right, at its expense, to enter along, over and upon the Permanent Easement for the public sewer utility purposes permitted herein, at will, and to make such alterations and improvements therein as may be necessary or useful for such public purposes; further, the GRANTEE shall have the right of ingress and egress over adjoining premises and lands when necessary and without doing damage to the adjoining lands, and only for temporary periods, and shall not otherwise enter upon lands adjoining said Permanent Easement.

The GRANTEE covenants that in the installation, maintenance or operation of the public sanitary sewer utility and public sanitary sewer improvements, and appurtenances under, upon, over and across the Real Estate in which the Permanent Easement is hereby granted, it will, at its own expense, restore the area disturbed by its work to as near the original condition as is practicable, except that the GRANTEE intends to substantially clear the existing vegetation for the initial installation of said improvements and regrade and re-seed the portions of the Permanent Easement area that are disturbed by the improvements.

The GRANTOR covenants for GRANTOR, GRANTOR'S grantees, heirs, personal representatives, successors and assigns, that GRANTOR shall not erect or maintain any building or other structure or obstruction on or over the Permanent Easement granted herein, and gives the GRANTEE the right to remove any such obstruction, or grant additional easements over, across or on the Real Estate in which the perpetual Permanent Easement is hereby granted, except by express written permission from the GRANTEE, in accordance with the terms thereof, which permission, when in writing and recorded, shall run with the Real Estate.

Full right and authority is hereby granted unto the GRANTEE, its successors and assigns, to assign or convey to another or others, this Grant of Permanent Easement.

The GRANTOR hereby covenants that GRANTOR is the owner in fee simple of the Real Estate, is lawfully seized thereof, and has good right to grant and convey the foregoing Permanent Easement herein.

This Permanent Easement Agreement shall be binding upon GRANTOR, GRANTOR'S heirs, personal representatives, successors and assigns, and upon all other Parties claiming by, through or under GRANTOR, and the same shall inure to the benefit of the GRANTEE herein, and its successors and assigns.

IN WITNESS WHEREOF the Parties hereto have duly executed this GRANT of Permanent Easement instrument this _____ day of _____, 2023.

NATHAN C. SLATHAR and APRIL N. SLATHAR,
Husband and Wife

Name: Nathan C. Slathar

Name: April N. Slathar

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Nathan C. Slathar and April N. Slathar, Husband and Wife, and acknowledged the execution of the foregoing Permanent Easement Agreement instrument.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Official Seal.

My Commission Expires

_____, Notary Public
Resident of Lake County, Indiana

Acceptance by Town:

This conveyance is accepted by the Town of Cedar Lake, Lake County, Indiana, after action at a public meeting of the Town Council of the Town of Cedar Lake, Lake County, Indiana, and whereby the Town Council President and Town Clerk-Treasurer, respectively, were duly authorized to execute and attest this Acceptance and Acknowledgement.

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

By: _____
Richard Sharpe, Town Council President

Attest: _____
Jennifer N. Sandberg, Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2023, personally appeared RICHARD SHARPE, Not Individually, but as President of the Town Council of the Town of Cedar Lake, Lake County, Indiana, as the duly authorized Purchasing Agent of the Town, and JENNIFER N. SANDBERG, Not Individually, but as Clerk-Treasurer of the Town of Cedar Lake, Lake County, Indiana, who acknowledged the execution of the foregoing Permanent Easement Agreement as such Officers, in such capacity, for and on behalf of the Town of Cedar Lake, Lake County, Indiana.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my Official Seal.

My Commission Expires: _____
_____, Notary Public
Resident of Lake County, IN

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. s/ David M. Austgen

Document prepared by: David M. Austgen, Esq., _____, Austgen Kuiper Jasaitas P.C., 130 N. Main St., Crown Point, IN 46307

EXHIBIT PERMANENT EASEMENT

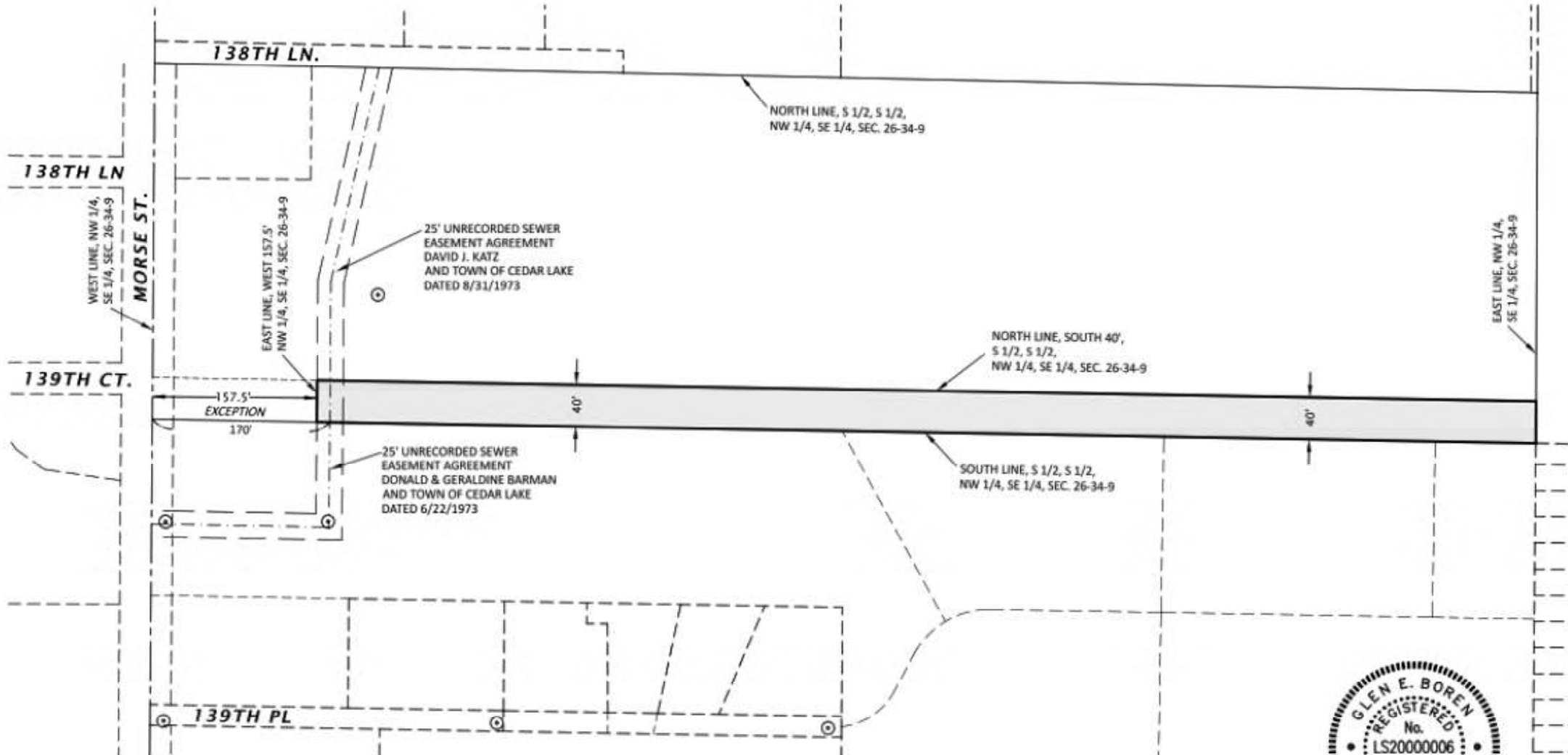
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GRANTORS: NATHAN C. & APRIL N. SLATHAR
TAX NO. 45-15-26-405-008.000-043
WARRANTY DEED
DOCUMENT NUMBER 2018 053803
RECORDED AUGUST 22, 2018



1155 Troutwine Road
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www.dvgteam.com



THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, OR A SURVEYOR LOCATION REPORT.



Glen E. Boren



0' 50' 100'
SCALE: 1"=100'

SCHILLING
DEVELOPMENT

© COPYRIGHT DVG TEAM, INC.

122-198 Sublot Easements	
FILE NO.	FILE NO.
DATE	DATE
5/24/22	
COUNTY, STATE	COUNTY, STATE
LAKE, IN	
JOB NO.	
S22-198	

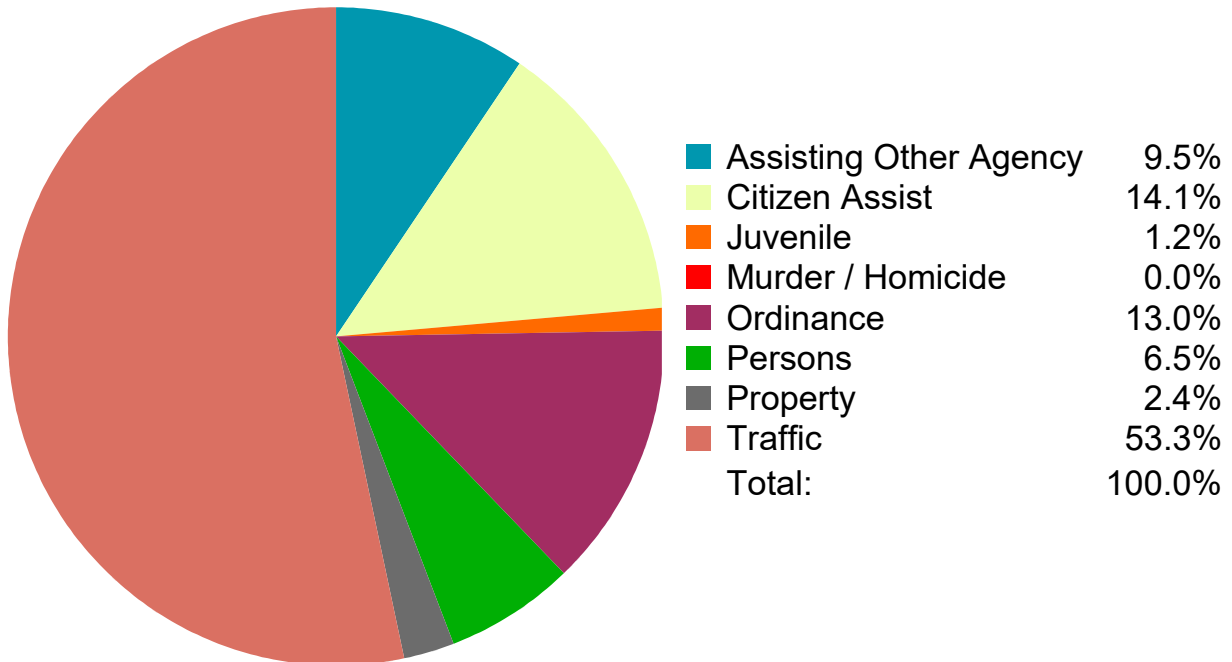
PERMANENT EASEMENT EXHIBIT
13819 MORSE STREET
CEDAR LAKE, INDIANA 46303
PART OF NW 1/4, SE 1/4, SEC. 26-34-9

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

Incident Type	Month Total	Year Total
Incidents Assisting Other Agency (Including Fire and EMS)	126	797
Incidents related to Citizen Assists:	188	978
Incidents related to Juveniles:	16	59
Incidents related to Murder/Homicide:	0	0
Incidents related to Ordinances:	173	861
Incidents related to Persons:	87	390
Incidents related to Property:	32	121
Incidents related to Traffic:	710	4258
Incidents Not Classified:	1	3

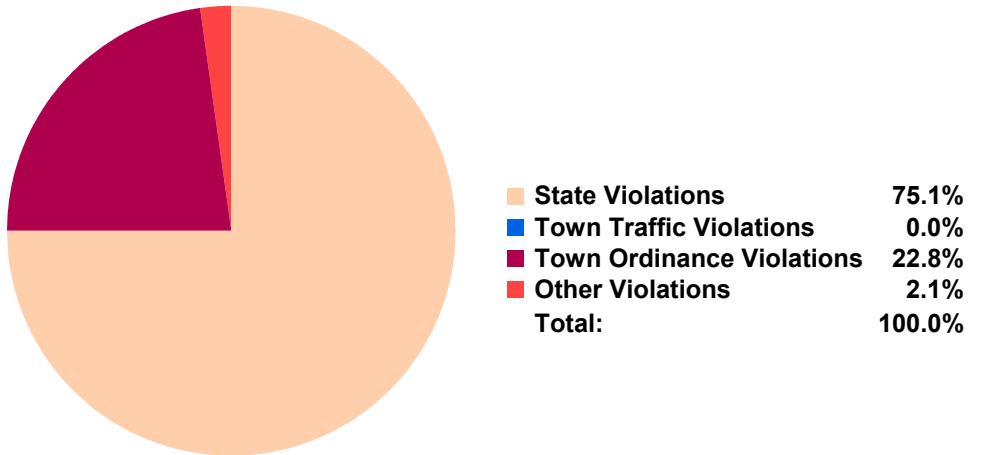
Totals:	1333	7467
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Average Daily Calls For Service: 41.48



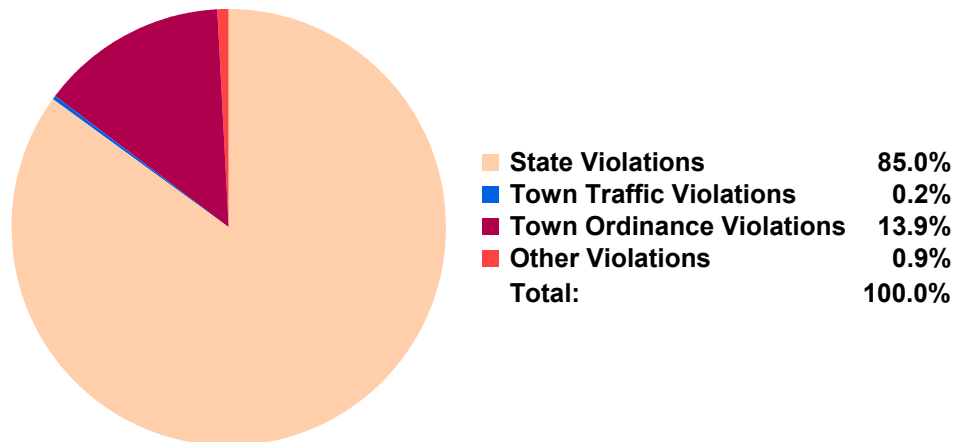
CITATION REPORT
June 2023 and Year-To-Date 2023

State Violations: 142
Town Traffic Violations: 0
Town Ordinance Violations: 43
Other Violations: 4
Total for June: 189
Year To Date: 1,171



WARNING REPORT
June 2023 and Year-To-Date 2023

State Violations: 540
Town Traffic Violations: 1
Town Ordinance Violations: 88
Other Violations: 6
Total for June: 635
Year To Date: 3,811

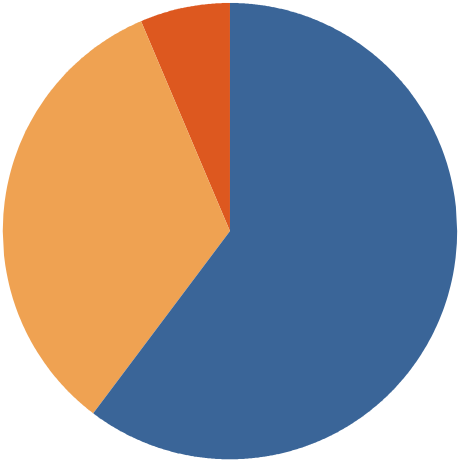


ARREST REPORT
June 2023 and Year-To-Date 2023

Total Arrests: 41
Total Charges Filed: 63
Misdemeanor: 38
Felony: 21
Infraction: 0
Not Classified /
Warrant: 4

Year-To-Date

Total Arrests: 180
Total Charges Filed: 291



■ Misdemeanor	60.3%
■ Felony	33.3%
■ Infraction	0.0%
■ Not Classified	6.3%
Total:	100.0%

Cedar Lake Police Department

Town Ordinance Warnings

1/1/2023 to 6/30/23

Grouped by Offense

	Jan	Feb	Mar	Apr	May	Jun	Total
<i>Aband Vehicle on Roadway</i>	0	1	0	1	0	1	3
<i>Abandoned Vehicle</i>	11	12	7	9	14	12	65
<i>ABANDONED VEHICLE -</i>	0	0	0	1	0	0	1
<i>ABANDONED VEHICLE -</i>	0	1	0	0	0	1	2
<i>ANIMALS - RESTRICTION ON</i>	0	0	0	0	0	1	1
<i>ANIMALS - RUNNING AT</i>	0	0	0	1	0	1	2
<i>BICYCLE - REQUIRED</i>	0	0	0	0	0	1	1
<i>DOGS - LICENSE AND</i>	0	2	0	0	1	3	6
<i>DOGS - NOISE DISTURBANCE</i>	0	1	2	0	0	0	3
<i>DOGS - RABIES PROTECTION</i>	0	0	0	0	0	2	2
<i>DOGS - RUNNING AT LARGE</i>	0	1	0	0	2	1	4
<i>FIREWORKS - USE AND DISCHARGE,</i>	0	0	0	1	0	0	1
<i>GOLF CARTS - PLACES OF</i>	0	0	0	0	0	4	4
<i>House Numbers</i>	0	0	0	0	1	0	1
<i>LITTERING - LITTER ON</i>	0	0	0	0	0	1	1
<i>LITTERING - SWEEPING LITTER</i>	0	0	0	0	1	0	1

	Jan	Feb	Mar	Apr	May	Jun	Total
<i>Non-Use Refuse Container</i>	0	1	0	0	0	0	1
<i>Nuisance-Accum Rubbish</i>	0	0	1	5	3	9	18
<i>NUISANCES - ACCUMULATION</i>	0	0	1	2	0	0	3
<i>NUISANCES - OPEN BURNING</i>	0	0	0	2	0	0	2
<i>NUISANCES - WEEDS, RANK</i>	0	0	0	0	1	0	1
<i>OFF-ROAD VEHICLES -</i>	0	0	1	1	0	0	2
<i>OPERATION OF VEHICLE AT STOP</i>	1	0	3	1	0	0	5
<i>Parking - Blocking Traffic</i>	9	17	39	6	1	8	80
<i>Parking - Proper Manner</i>	1	0	0	0	0	0	1
<i>Parking - Traveled Portion RDWY</i>	0	0	1	12	0	0	13
<i>Scattering of Refuse</i>	0	1	0	1	0	0	2
<i>Snow Emergency Parking-Roadway</i>	0	6	0	0	0	0	6
<i>SPEED LIMITS</i>	16	0	0	0	0	0	16
<i>SPEED LIMITS - 11-20 MPH OVER</i>	1	4	3	1	3	3	15
<i>SPEED LIMITS - 21-30 MPH OVER</i>	0	0	1	0	0	0	1
<i>STREETS AND SIDEWALKS -</i>	0	1	0	0	0	0	1
<i>TOY VEHICLE ON ROADWAY</i>	0	0	0	0	0	1	1
<i>TRUCK ROUTE</i>	0	3	0	0	0	0	3

	Jan	Feb	Mar	Apr	May	Jun	Total
<i>Unauthorized Accumulation</i>	4	4	0	1	0	0	9
<i>Weeds - Nuisance</i>	0	0	0	6	26	40	72
Total	43	55	59	51	53	89	350

Cedar Lake Police Department

Town Ordinance Citations

1/1/2023 to 6/30/2023

Grouped by Offense

	Jan	Feb	Mar	Apr	May	Jun	Total
<i>Aband Vehicle on Roadway</i>	0	1	2	1	0	1	5
<i>Abandoned Vehicle</i>	29	20	35	36	29	20	169
<i>ABANDONED VEHICLE -</i>	0	0	0	0	1	0	1
<i>ABANDONED VEHICLE -</i>	0	1	0	0	0	0	1
<i>ABANDONED VEHICLE -</i>	0	1	0	0	0	0	1
<i>ALARM SYSTEMS - FALSE ALARM - 3</i>	0	0	1	0	0	0	1
<i>ALARM SYSTEMS - FALSE ALARM - 6</i>	0	1	0	0	0	0	1
<i>DOGS - NOISE DISTURBANCE</i>	0	0	0	1	0	0	1
<i>DOGS - RUNNING AT LARGE</i>	0	0	0	0	1	2	3
<i>Non-Use Refuse Container</i>	0	0	2	0	0	0	2
<i>Nuisance-Accum Rubbish</i>	2	0	3	6	6	7	24
<i>NUISANCES - ACCUMULATION</i>	0	0	1	1	2	0	4
<i>NUISANCES - DWELLINGS UNFIT</i>	0	0	0	1	0	1	2
<i>NUISANCES - PROHIBITED</i>	0	0	0	0	0	1	1
<i>OBSTRUCTIONS TO VISIBILITY AT</i>	0	0	1	0	0	0	1
<i>Off-road vehicle on roadway</i>	1	0	0	0	0	0	1

	Jan	Feb	Mar	Apr	May	Jun	Total
<i>OFF-ROAD VEHICLES -</i>	0	0	1	0	0	0	1
<i>OFF-ROAD VEHICLES -</i>	0	0	0	1	0	0	1
<i>OPERATION OF VEHICLE AT STOP</i>	0	3	0	5	0	0	8
<i>Parking - Blocking Traffic</i>	0	1	1	1	0	0	3
<i>PARKING - SIGNS, POSTINGS,</i>	0	0	0	0	0	1	1
<i>Parking - Traveled Portion RDWY</i>	0	0	0	2	0	0	2
<i>PUBLIC ORDER - MINOR CURFEW</i>	0	0	0	0	3	0	3
<i>Scattering of Refuse</i>	0	1	1	0	0	0	2
<i>SPEED LIMITS</i>	4	0	0	0	0	0	4
<i>SPEED LIMITS - 11-20 MPH OVER</i>	2	1	2	2	3	0	10
<i>SPEED LIMITS - 21-30 MPH OVER</i>	1	4	1	5	5	0	16
<i>STREETS AND SIDEWALKS -</i>	0	0	0	0	1	0	1
<i>Unauthorized Accumulation</i>	4	2	2	2	0	3	13
<i>UNAUTHORIZED SIGNALS OR</i>	1	0	0	0	0	0	1
<i>Weeds - Nuisance</i>	0	0	0	2	15	7	24
Total	44	36	53	66	66	43	308

Cedar Lake Police Department

Traffic Stop Analysis

1/1/2014 to 6/30/2023



	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	576
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	3,566

Cedar Lake Police Department

Warning Analysis

1/1/2014 to 6/30/2023



	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	635
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	420	
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	4,551	3,811

Cedar Lake Police Department

Citation Analysis

1/1/2014 to 6/30/2023



	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	189
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	144	
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	1,948	1,171

Cedar Lake Police Department

Law Incident Analysis

1/1/2014 to 6/30/2023



	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	699
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	543	
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	6,770	3,548

Cedar Lake Police Department

Arrest Analysis

1/1/2014 to 6/30/2023



	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	41
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	180

Cedar Lake Police Department

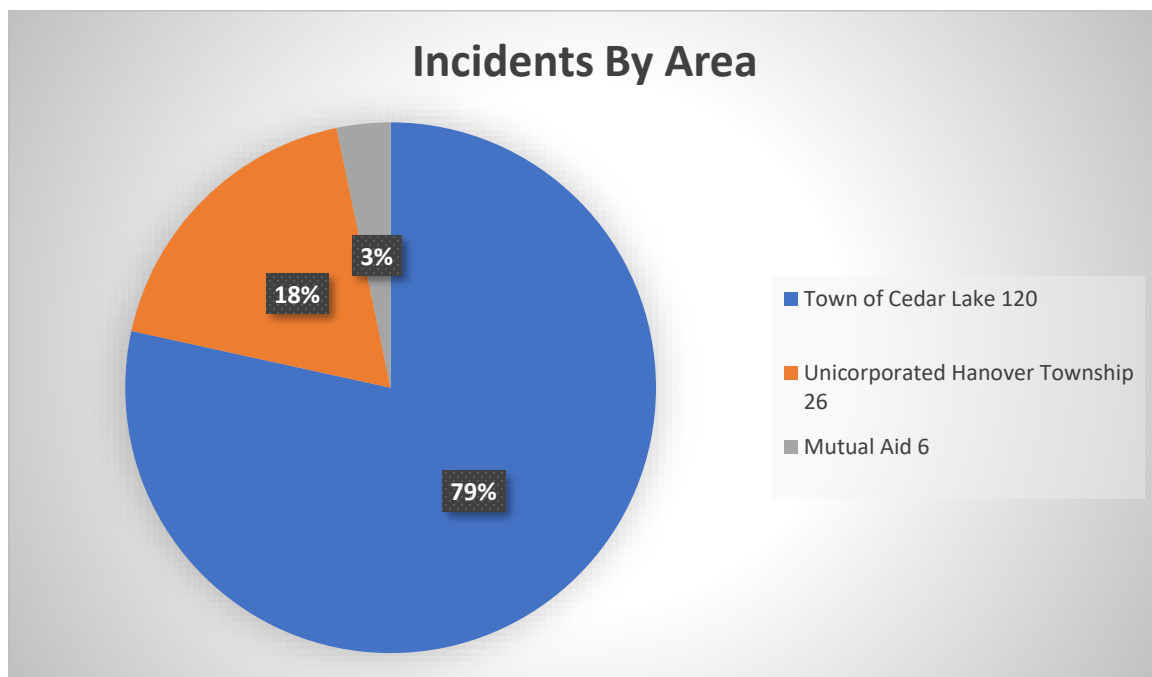
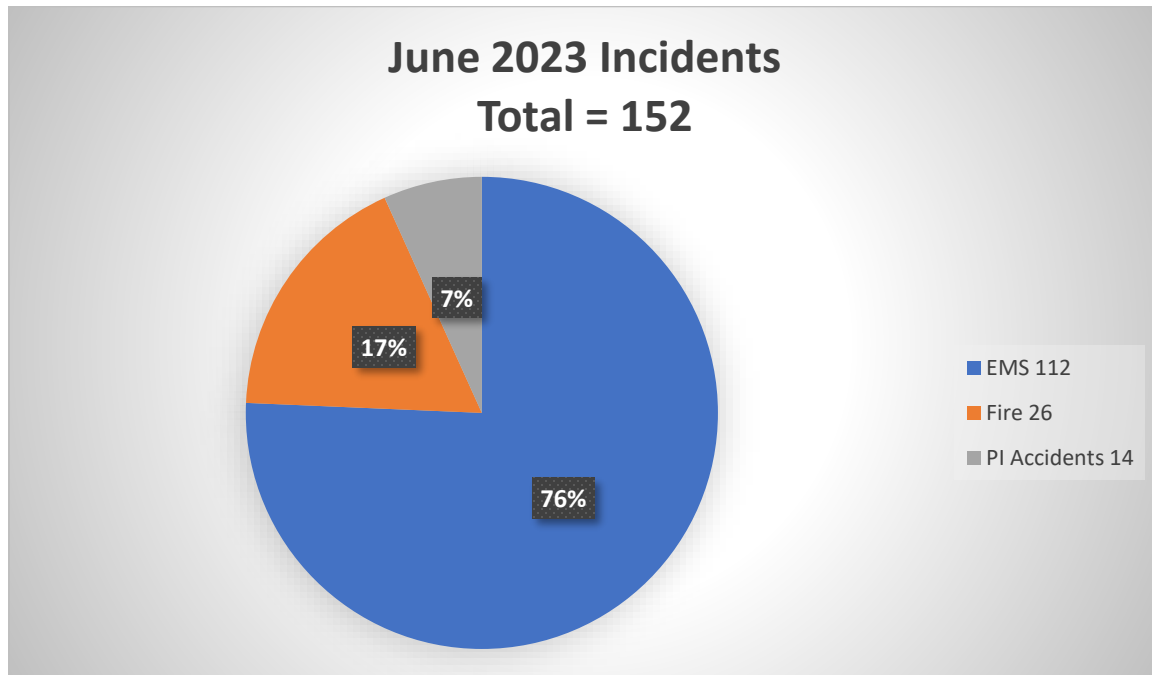
Arrest Offense Analysis

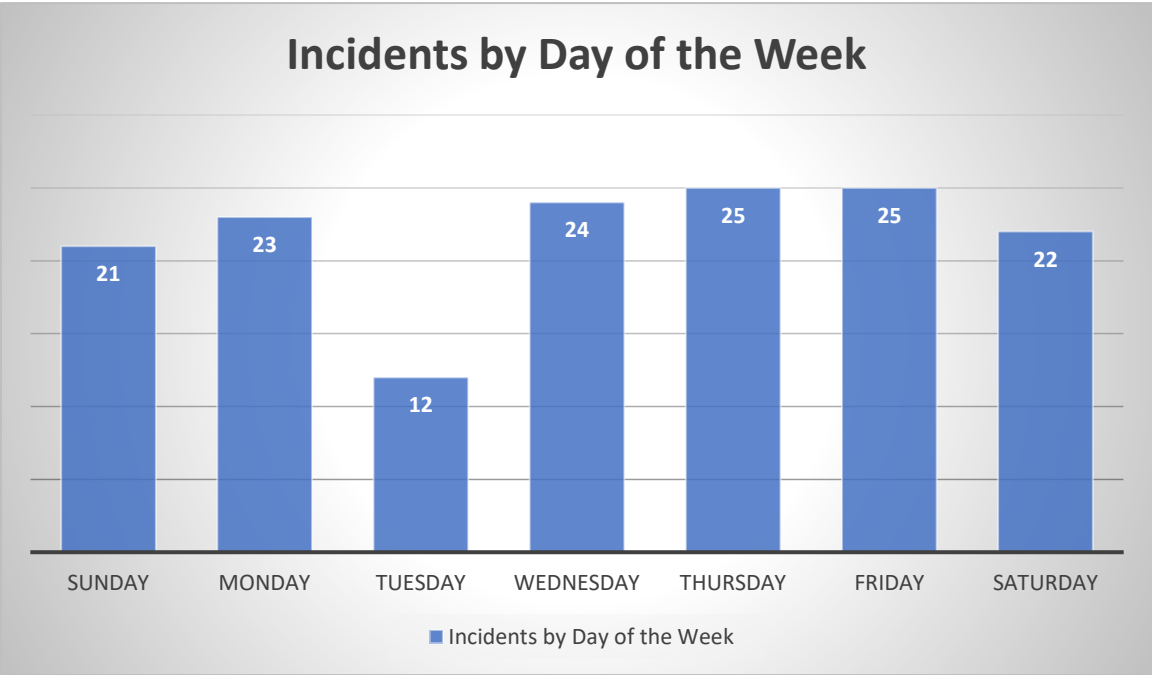
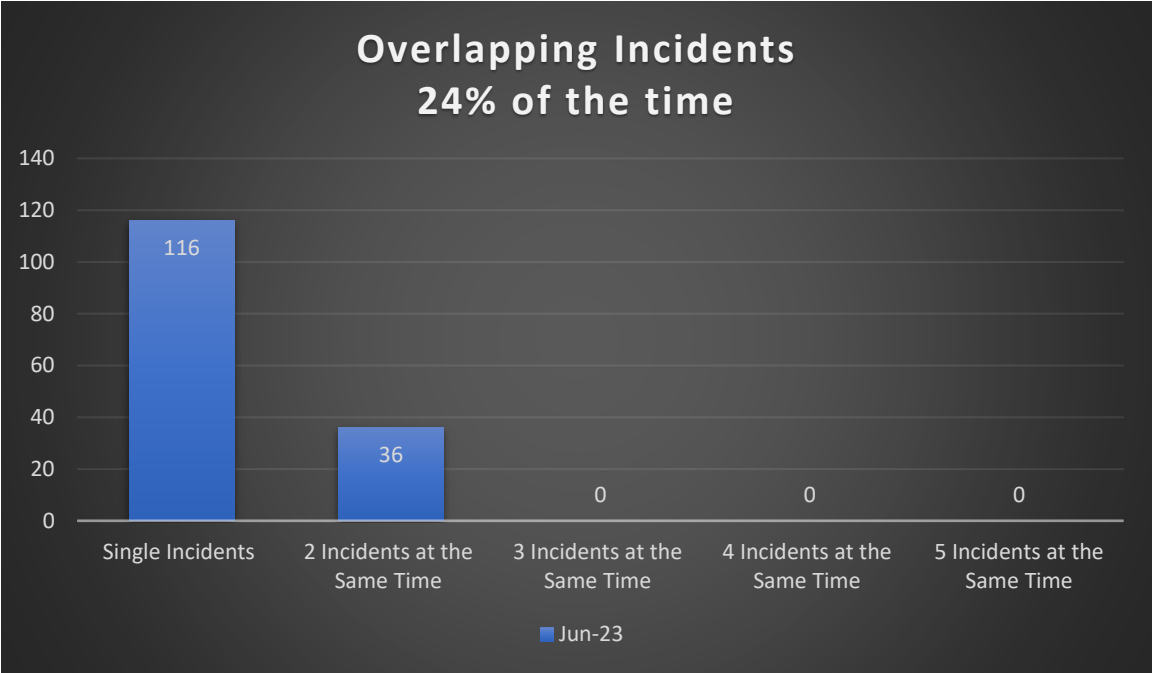
1/1/2014 to 6/30/2023



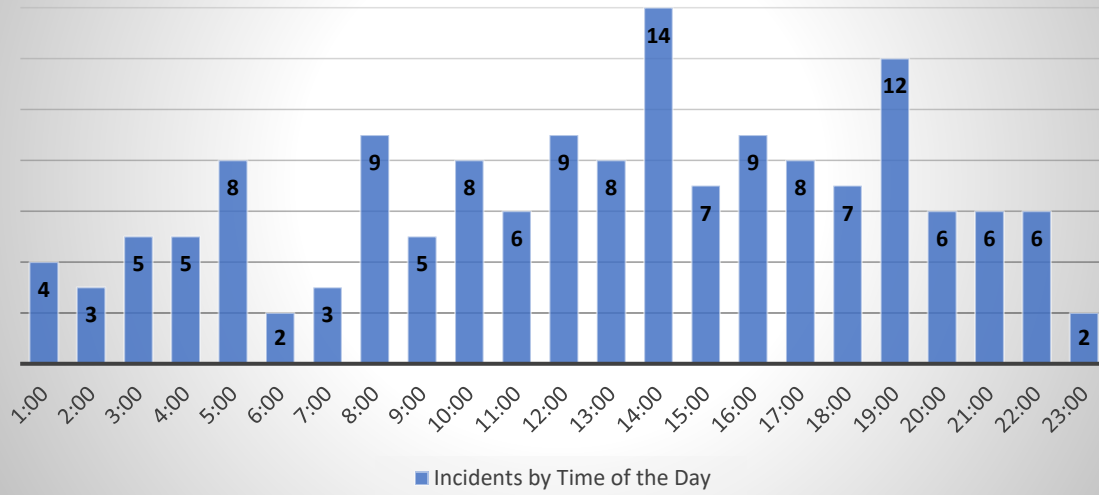
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Jan	42	24	28	58	26	62	71	51	51	47
Feb	21	25	25	26	15	71	37	59	47	50
Mar	25	30	23	25	35	52	18	42	69	49
Apr	30	27	53	40	45	45	16	21	54	48
May	25	50	26	52	63	37	31	51	45	34
Jun	21	37	63	35	43	60	41	68	45	63
Jul	32	23	60	34	35	42	42	46	63	
Aug	31	28	33	50	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	291

June 2023 Operations Report

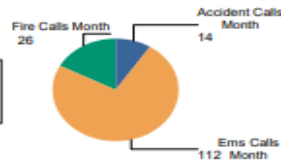
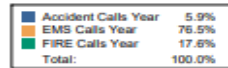
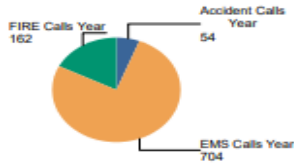




Incidents by Time of the Day



Cedar Lake Fire Department Monthly Summary Report 1/1/2023 to 6/30/2023



Average Daily Calls for Service: 5.14

Yearly Totals

Agency Assist	1
EMD	1
EMS Abdominal	14
EMS Allergic	1
EMS Animal Bite	2
EMS Assault	7
EMS Back Pain	6
EMS Bleeding	16
EMS Breathing	61
EMS Burns	1
EMS Chest Pain	36
EMS Choking	2
EMS Death	4
EMS Diabetic	14
EMS Fall	107
EMS Full Arrest	11
EMS Gunshot	1
EMS Headache	2
EMS Heart Prob	15
EMS Heat / Cold	2
EMS Lift Assist	72
EMS Misc	1
EMS Mutual Aid	4
EMS Overdose	12
EMS Pregnancy	4
EMS Psych	55
EMS Seizure	20
EMS Sick Person	123
EMS Standby	1
EMS Stroke	19
EMS Trauma	23
EMS Uncons	46
EMS Unknown	22
FIRE Alarm	26
FIRE Assist	9
FIRE Brush	2
FIRE CO Alarm	9
FIRE Dive Recvy	2
FIRE Electrical	1
FIRE Gas IN	10
FIRE Gas OUT	4
FIRE Hazmat	1
FIRE Inspection	8
FIRE Investigat	2
FIRE Misc	5
FIRE Mutual Aid	16

Monthly Totals

EMS Allergic	1
EMS Animal Bite	1
EMS Assault	1
EMS Back Pain	1
EMS Bleeding	2
EMS Breathing	10
EMS Chest Pain	4
EMS Diabetic	5
EMS Fall	21
EMS Full Arrest	2
EMS Gunshot	1
EMS Headache	1
EMS Heart Prob	2
EMS Heat / Cold	1
EMS Lift Assist	9
EMS Overdose	2
EMS Psych	11
EMS Seizure	1
EMS Sick Person	17
EMS Trauma	3
EMS Uncons	9
EMS Unknown	7
FIRE Alarm	6
FIRE Assist	2
FIRE Brush	1
FIRE CO Alarm	1
FIRE Dive Recvy	1
FIRE Electrical	1
FIRE Gas IN	2
FIRE Gas OUT	1
FIRE Outside	3
FIRE Structure	4
FIRE Utility	3
FIRE Water Resc	1
PI Accident	14
Total for Month:	152

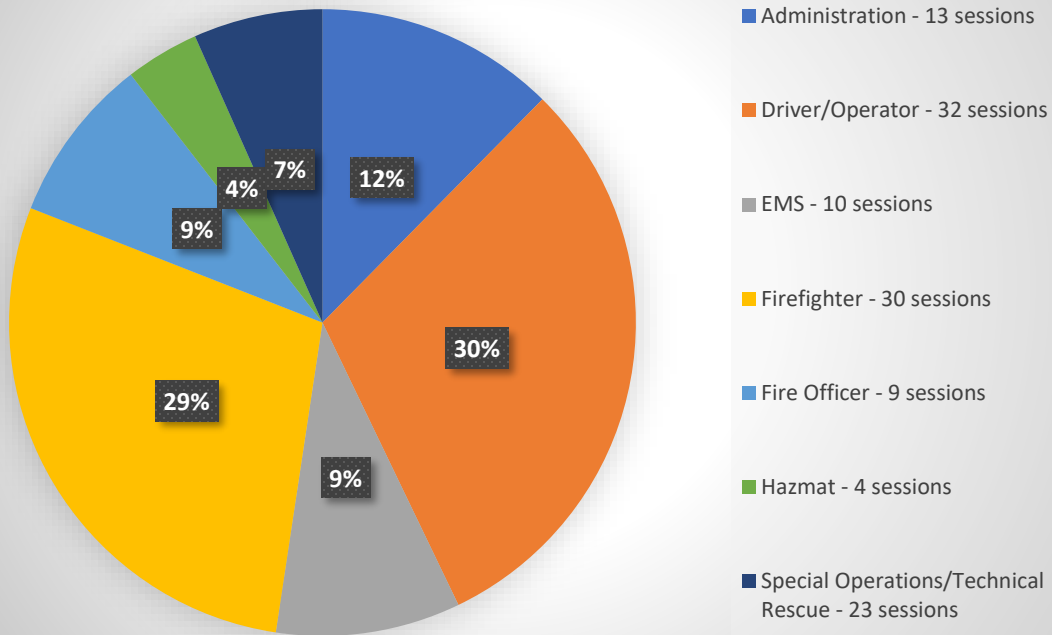
FIRE Outside	10
FIRE Smoke Odor	1
FIRE Smoke Out	1
FIRE Standby	5
FIRE Structure	29
FIRE Utility	14
FIRE Vehicle	1
FIRE Washdown	2
FIRE Water Resc	4
Odor	1
PD Accident	2
PI Accident	52
Suicidal Subj	2
Unk. Problem	1

Total for Year: 926

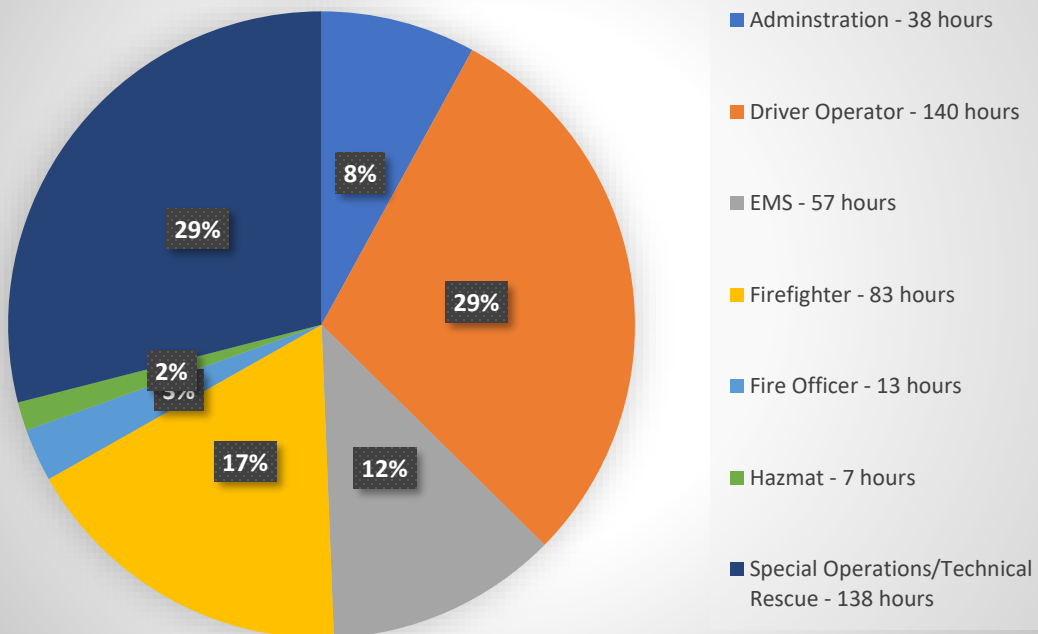
June 2023 Training Report

Hours Logged: 486

Sessions by Category



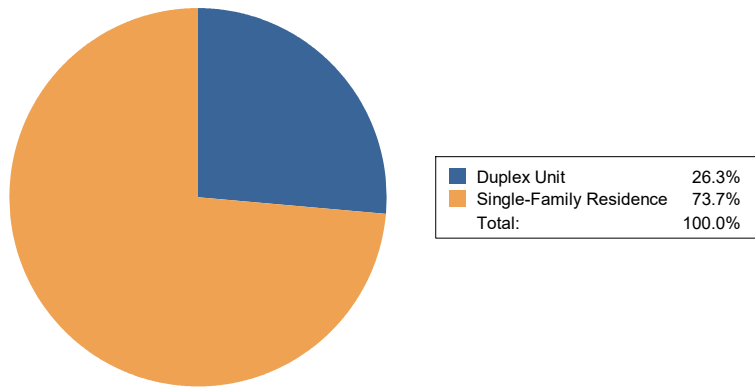
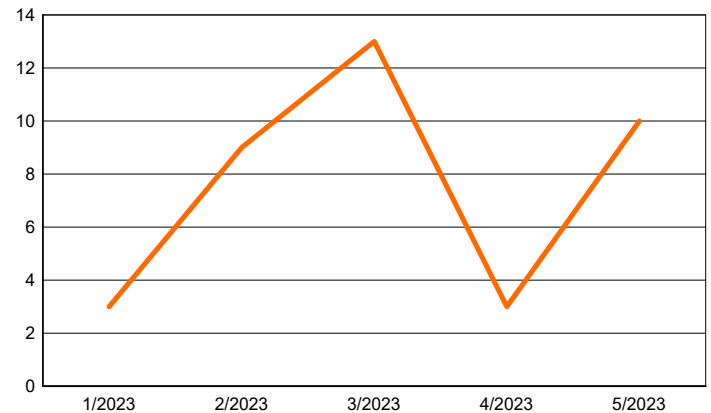
Hours by Category



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

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

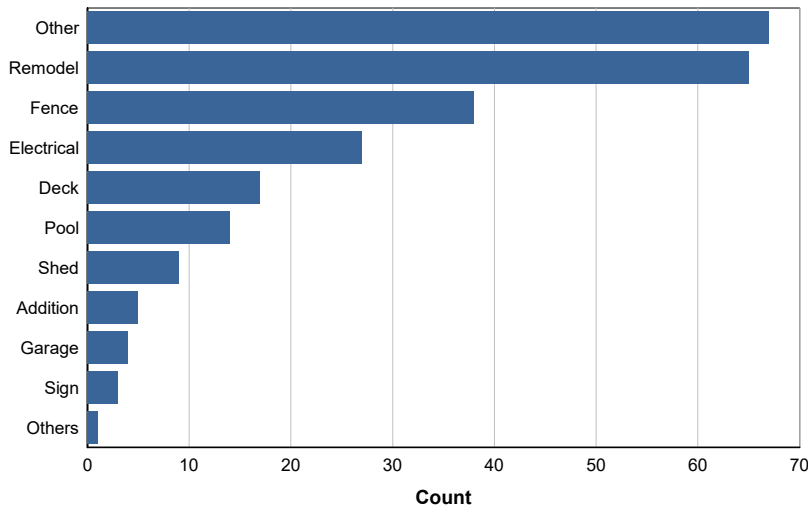
Tel (219) 374-7000 - Fax (219) 374-8588



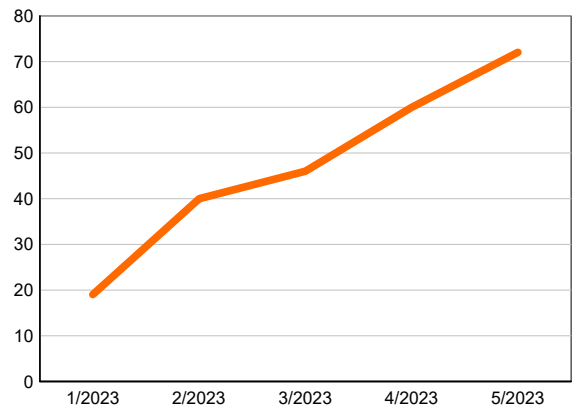
Report of All Other Permits

1/1/2023 to 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**

Project Class

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**



July 13, 2023

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

Attention: Chris Salatas – Town Manager

Re: Town Engineer Report for July 18, 2023 Town Council Meeting
(CBBEL Project No.: 060015.00001)

Dear Council Members:

This letter summarizes Christopher B. Burke Engineering, LLC (CBBEL) Town Engineer activities for reporting and action (as necessary) for the July 18, 2023 Town Council Meeting. This report covers activities for the period of June 18, 2023 through July 13, 2023.

1) Cedar Lake Dredging and Sediment Dewatering Facility Project

Dredging operations are continuing on a daily basis. CBBEL personnel have had continuing coordination with IDNR conservation staff regarding boating safety and compliance. IDNR issued an Emergency Rule (LSA Document #23-502(E)) to codify setback limits to the pipeline and dredge. An updated safety map was also completed to reflect this rule that will be available to the boating public shortly. The rule and updated safety memo are attached for your reference.

Change Order No. 2 was submitted to the Town to summarize a revised dredging unit cost based on the addition of four specialty areas (Pine Crest Marina, North Point Marina, South Shore GC area, and Sleepy Hollow confluence). These areas were always meant to be included in the project but were inadvertently excluded from the awarded alternative.

Pay Application No. 2 will be provided to the Town shortly to reflect the Contractor's estimate of quantity dredged in Area #1. Pay Application No. 2 totals \$212,391.70.

2) MS4 Coordination

CBBEL is waiting to complete Illicit Discharge Detection and Elimination (IDDE) screening until a 72-hour dry weather period is encountered. IDDE outfall screening is required for all stormwater outfalls in accordance with the Town's Construction Stormwater General Permit (CSGP). If the outfalls have active flow after the mandated dry period, then the outfall must be tested for effluents of concerns (i.e. – phosphorus, nitrogen, etc.).

3) NIRPC/State Legislature/INDOT/IDNR Updates

No Change from Previous Report. The Town was notified on April 21st that two of the five project applications were accepted into the draft 2024-2028 TIP. The Town projects that are included in the TIP are the raising of 133rd Avenue from Robin's Nest to Colfax Avenue and the Founders Creek Multi-Use Path. The 133rd Avenue project is programmed in 2025 for construction (PROTECT funds) at \$454,504.00 federal funds and \$113,626.00 local match. The design of the project will be funded by the Town and CBBEL will provide a design proposal soon. The second project is the design and construction of the Founders Creek Multi-Use Path (Transportation Alternative funds). The project is programmed for design in 2026 (\$72,685.00 federal funds and \$32,000.00 local match) and for construction in 2028 (\$1,422,430.00 federal funds and \$355,608.00 local match).

Approval of the 2024-2028 TIP has been delayed due to air quality conformance requirements of Northwest Indiana. NIRPC must meet new air quality standards based on previous agreements with EPA. We understand these requirements might delay approval of the TIP until at least July.

4) Other Funding Opportunities

- **IDNR – Division of Outdoor Recreation, Next Level Trails Program:** *No Change from Previous Report.* IDNR – Division of Outdoor Recreation will administer the program in conjunction with INDOT. All non-motorized trail types are eligible, but consideration will be given to multi-use trail types. Eligible costs are trail construction, land acquisition, design and engineering, and basic trail amenities. The grant program requires an 80/20 match with minimum and maximum requests of \$200,000 and \$2 million, respectively. There will be \$7.5 million available for locally significant projects. The fourth round of funding was recently announced by IDNR. Applications will be accepted from July 1st to August 1st.
- **Community Crossing Grant, 2022-2:** This project has been completed. CBBEL will work with the Town Clerk-Treasurer to close this project out through INDOT.
- **Community Crossing Grant, 2023-2:** CBBEL is completing an application to complete crack sealing throughout Town and thermoplastic striping on 133rd

Avenue, west of US-41. This application is due by July 28th.

- **2023 CDBG Funds:** *No Change from Previous Report.* CBBEL has provided Town staff with an estimate to complete additional ADA ramp modifications within the Lynnsway Subdivision. This funding is expected sometime in the summer.
- **Indiana Destination Development Corporation, Indiana Placemaking Activation Grant:** The Town was awarded Public Art Activation funding for a sculpture along the Cedar Lake shoreline at Town Hall. The Town was among two municipalities in Lake County to be awarded funds. The grant will fund up to \$10,000 for fabrication, placement, and construction of the selected area. It is our understanding that the Town Director of Operations is coordinating this project with a local concrete and landscaping contractor. The project must be completed by October 31, 2023. **It is our understanding that Town staff is coordinating construction of this project with a local landscaping company. We will assist as needed.**
- **USDOT, Safe Streets and Roads for All (SS4A):** *No Change from Previous Report.* The SS4A grant is a product of the new infrastructure bill. The second round of funding was opened in April and closes on July 10th. This program provides funding for both planning and implementation (construction) of infrastructure and initiatives designed to prevent death and serious injury on roads and streets. Applicable planning documents must already be completed to be eligible for implementation grants. More information can be found at <https://www.transportation.gov/grants/SS4A>.

CBBEL has begun preparation of the Local Road Safety Plan for the Town. We expect a draft of this plan to be completed sometime in July/August.

- **PCB Monsanto Class Action Settlement**
City of Long Beach [CA], et al. v. Monsanto Company, et al.
On behalf of the Town, CBBEL submitted an application for Part B Special Funding on July 5th to request \$2 million in funding to be allocated to the dredge project and future Alum treatment.

5) Town Street Committee & Roadway Items

- Shades (East of Morse St and North of 141st Avenue): This project was advertised to bid on July 6th. A pre-bid meeting will be held at Town Hall on July 17th at 2pm. The bid opening meeting will be held at Town Hall on July 31st at 10am.

The project was bid assuming it will be constructed in two phases due to remaining time in the 2023 construction season. Phase 1A will include improvements to 141st

Avenue, Wheeler Street, and Berkley Street. Phase 1B will commence in Spring 2024 and will include Edison Street, Rocklin Street, Marys Lane, and Rocklin Street.

The project contract must be executed and provided to INDOT no later than August 10th in accordance with CCMG funding requirements.

- 131st Place and Morse Street: *No Change from Previous Report*. CBBEL received the survey on October 4th and provided it to the Town for review. We are awaiting direction on how to proceed.
- Railroad At-Grade Sidewalk Crossing: CBBEL received survey of the proposed railroad crossings on July 11th. We are currently reviewing the surveys and will discuss them with Town staff soon. The four proposed crossings are at 141st Avenue between the Hanover Central Middle School/Railside and Rose Garden Estates/Centennial, 141st Avenue between Beacon Pointe/Beacon Pointe East, 137th Avenue between Kiwanis Park and Winding Creek – Unit 2, and 133rd Avenue over the CSX RR bridge near Smith Concrete.

Norfolk Southern Railroad (NFS) requires a construction plan, ROW/easement preparation, and land acquisition/appraisal. NFS has been generally responsive with coordination. CSX Railroad requires an agreement be executed between the Town and their engineering consultant (Benesch) prior to coordination activities are allowed to formally begin. This agreement has been forward to Town staff for review.

- Road Impact Fee: CBBEL provided a memorandum on June 23rd summarizing costs and tasks related to implementing a Road Impact Fee on new developments.

6) Redevelopment Commission

CBBEL is completing the following projects for the Redevelopment Commission:

- Morse Street/Constitution Avenue Watermain Extension: Bids for this project were opened on Tuesday, June 27th. Only one bid was received, Gatlin Plumbing, for \$900,000.00 (Alternate #1). The engineer's estimate for the project was \$857,139.80. CBBEL provided a recommendation of award letter to Town staff on July 11th.

7) Plan Commission

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

- Bugaboo Subdivision: *No Change from Previous Report*. CBBEL provided a comment letter to the Applicant on August 11th and is awaiting a response.
- Novak Parcel (129th Ave/US-41): CBBEL has been advised by the Applicant's Engineer that this project has been restarted based on the previously submitted plan.

Therefore, CBBEL has entered this back to active status and it is in the queue to be reviewed.

- Centier Bank 2-Lot Subdivision: CBBEL issued a review letter on July 10th recommending approval of the final plat.
- Yonk's Way Re-Subdivision: CBBEL received a final plat submission on July 6th and is currently reviewing.
- Birchwood – Phase 5: CBBEL has completed review of this item and is coordinating with Olthof on remaining items in the phase.
- 141st Avenue Partners Storage Facility: CBBEL received a final plat submission on July 6th and is currently reviewing.
- Seal Tight Exteriors (Lakeview, Lot 10): CBBEL provided a review letter to the Applicant/Engineer on June 9th.
- Subdivision Ordinance/Development Standards Manual Update: CBBEL has begun updates to the DSM and is currently on-going. CBBEL received comments from Public Works and Nies. CBBEL will circulate an updated version of the details and revised specifications soon.

8) Stormwater Management Board

7513 W. 136th Lane, Woodland Shores: The Board was notified that the parcel owner who brought the concern to the board's attention had recently sold the property. The Storm Board determined to table further effort on the easement acquisition until the new owner(s) appear at a Storm Board meeting. The item will still remain on the update items list. **The new homeowner was present at the July 6th meeting. The Town Attorney's staff was made aware of this and directed to proceed with finalizing legal documents related to the proposed easement.**

9080 W. 129th Place, Woodland Hills 1st Addition Subdivision: Public Works has begun the project and it is due to be completed soon.

Woods of Cedar Creek: Town staff has reviewed documentation on acquired easements prior to the Phase 1 project being completed. Three residents did not provide access before the Phase 1 project. Two of those parcels are under new ownership and staff will reach out to determine if a Phase 2 project is possible. **CBBEL and the Town Attorney are currently reviewing old signed agreements for revisions. It is being determined if new agreements are needed. Seven signed easements are required for this project to proceed.**

6425 W. 145th Avenue: CBBEL presented a concept plan to the Board at the March meeting. Preliminary costs were provided and the Board will take it under advisement during project scoring. **Easement documents were forward to the Town on June 3rd for legal review.**

9000 W. 130th Court, Woodland Hills Subdivision: CBBEL reviewed the video of this pipe. It appears the pipe is partially collapsed within sections of the run. CBBEL will work with Public Works staff to determine if the pipe should be replaced or can be repaired. The pipe does appear to be located within an existing drainage easement. **No Change.**

7320 W. 140th Place, Straight's CN Subdivision: CBBEL presented a concept plan to the Board at the March meeting. Based on conversations at the meeting with the homeowner, the scope of the project will be revised to re-shaping an existing ditchline, stabilization, tree clearing, and culvert replacements. **Easement documents were forwarded to the Town on June 3rd for legal review.**

Meyer Manor Terrance/Lake Shore Drive Storm Sewer: CBBEL staff completed a field evaluation of the entire system north of its connection point into the newer Meyer Manor system. Pipe types, conditions, depths, etc. were evaluated. Public Works also forwarded televising video of the system that CBBEL is currently reviewing. Any project scope for rehabilitation of this system will likely exceed the Storm Board funding annual allotment. **No Change.**

Sleepy Hollow Ditch: CBBEL received easement information from DVG on June 27th and we are currently reviewing.

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

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

9) Building Department

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

also being completed at each development, where applicable.

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

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

Sincerely,



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

L060015 Council Report 071323.docx

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

Attachments: Project Status Report
All Projects Schedule
IDNR Emergency Rule
Dredging Safety Memo/Map

Town of Cedar Lake – Project Status Report

Christopher B. Burke Engineering, LLC

updated 07/13/23

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
060015.00001	Town Council	n/a	Town Council Report for 07/18/23 meeting	Completed	07/13/23
060015.00002	Plan Commission	n/a	Plan Reviews & LOC Inspections	Plan Commission Meetings and Review of Plan Applications. See letter for details.	ongoing
060015.00003	Stormwater Management Board	n/a	Review and reporting concerning agenda action items	Reviewing items as requested and reporting status to Storm Board. See letter for details.	ongoing, as requested
060015.00006	Stormwater Cost of Services Study	n/a	ERU calculation review	Ongoing review of ERU calculations for parcels requested by Town.	ongoing, as requested
220178	Cedar Lake Dredging Project	\$71,620 (annual)	Construction Plans/Construction Observation	<p>Dredging operations are continuing on a daily basis. CBBEL personnel have had continuing coordination with IDNR conservation staff regarding boating safety and compliance. IDNR issued an Emergency Rule (LSA Document #23-502(E)) to codify setback limits to the pipeline and dredge. An updated safety map was also completed to reflect this rule that will be available to the boating public shortly. The rule and updated safety memo are attached for your reference.</p> <p>Change Order No. 2 was submitted to the Town to summarize a revised dredging unit cost based on the addition of four specialty areas (Pine Crest Marina, North Point Marina, South Shore GC area, and Sleepy Hollow confluence). These areas were always meant to be included in the project but were inadvertently excluded from the awarded alternative.</p> <p>Pay Application No. 2 will be provided to the Town shortly to reflect the Contractor's estimate of quantity dredged in Area #1. Pay Application No. 2 totals \$212,391.70. – see 07/13/23 Council Report for details.</p>	ongoing
090043	MS4 Coordination	\$19,400 (annual)	MS4 Coordination Services & Development	CBBEL is waiting to complete Illicit Discharge Detection and Elimination (IDDE) screening until a 72-hour dry weather period is encountered. IDDE outfall screening is required for all stormwater outfalls in accordance with the Town's Construction Stormwater General Permit (CSGP). If the outfalls have active flow after the mandated dry period, then the outfall must be tested for	ongoing

Town of Cedar Lake – Project Status Report

Christopher B. Burke Engineering, LLC

updated 07/13/23

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
				effluents of concerns (i.e. – phosphorus, nitrogen, etc.). – see 07/13/23 Council Report for details.	

Cedar Lake All Projects' Schedules

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

TITLE 312 NATURAL RESOURCES COMMISSION

Emergency Rule LSA Document #23- 502 (E)

DIGEST

Temporarily amends 312 IAC 5 to provides that an individual may not operate a boat at a speed greater than idle speed on Cedar Lake when operating the boat at a distance less than 201 feet from: (1) dredging equipment; or (2) the center line that extends along the narrowest portion of Cedar Lake. Provides that a person who travels at a speed greater than idle speed on Cedar Lake when operating the boat at a distance less than 201 feet under specified circumstances commits a Class C infraction. Effective on the date and time that the rule is accepted for filing by the publisher.

SECTION 1. (a) An individual may not operate a boat at a speed greater than idle speed on Cedar Lake when operating the boat at a distance less than two hundred one (201) feet from dredging equipment.

(b) An individual may not operate a boat at a speed greater than idle speed on Cedar Lake when operating the boat at a distance less than two hundred one (201) feet in any direction from the line that extends along the narrowest portion of Cedar Lake between the following two (2) points:

(1) Point one (1) is located at 41.36432 degrees North and 87.43093 degrees East.

(2) Point two (2) is located at 41.36539 degrees North and 87.43477 degrees East.

(c) An individual who violates this SECTION commits a Class C infraction under IC 14-15-7-3.

SECTION 2. This document expires October 1, 2023.



Click the QR Code for
more information!



Cedar Lake Dredging Boating Safety Guidelines

Dredging of Cedar Lake will be occurring, generally, from April to November and as weather allows. There will be a winter shutdown period starting in November and restarting in the Spring each year. The project is scheduled to be completed at the end of 2025. Dredge America will be operating the dredge rain or shine, from 7am to 7pm, seven days a week, including holidays. Do not swim on or near the pipeline as there is a risk of it sinking at any time and it could pull a swimmer down with it. Please keep 200 ft. distance from the dredge, booster barge, and crew working at all times. If anything looks out of place or there are unfamiliar water markings or equipment nearby, please slow down to assess the situation.



Pipeline Buoys: The tall orange and white buoys will have a white colored light that will mark the location of the pipeline every 300 ft. These buoys will also be floating.



Crossing Buoys: The tall green and white buoys will be to mark pipeline crossing locations. There will be one of these buoys on either side of the pipe crossing. Boat traffic should cross directly between these buoys (closest to the middle, as possible) at a slow no-wake speed. The pipeline will be weighted to sink the pipe to the bottom of the lake between sets of 3' tall marker buoys that will have the words "pipe crossing" on them in white lettering.

They will vary in width with the location (100-150 ft.) and the amount of traffic in that part of the lake. There will be three pipe crossing locations, two in the south and one in the north. The buoys will have a green flashing light on top of them for boating at night. These buoys will always be floating. No more than two watercraft crossing in each direction at a time.



The white round buoys will identify anchors that Dredge America has placed in the lake either to hold the pipeline in place or for the dredge to swing from. These buoys should always be floating. The orange round buoys mark the pipeline when it is floating or semi floating. These buoys will not be visible when the pipeline is sunk but should be visible when the pipeline is floating and is a hazard to boats. Always stay 200 ft. from round orange buoys. If the pipe rises and you are near it, please try and drive away from the pipe at a slow no-wake speed to avoid damaging it.



Excavator and Dredge Barges will be in the lake from time to time. These barges are very heavy and vulnerable to wakes. All efforts should be made to stay a minimum of 200 ft. from these barges when they are in the lake and observe a no-wake zone of the same distance.

If anyone observes an emergency, please call 911 immediately.

