



TOWN COUNCIL PUBLIC MEETING AMENDED AGENDA

August 1, 2023 - 7:00 PM

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

CALL TO ORDER/ROLL CALL:

___ Robert H. Carnahan, Ward 1	___ John Foreman, At Large, Vice-President
___ Julie Rivera, Ward 2	___ Richard Sharpe, At Large, President
___ Nick Recupito, Ward 3	___ Jennifer Sandberg, Clerk-Treasurer
___ Ralph Miller, Ward 4	___ Chris Salatas, Town Manager
___ Colleen Schieben, Ward 5	___ David Austgen, Town Attorney

PRESENTATIONS: Chief Bill Fisher

1. Introduction of K9 Johnny, Protecting K9 Heroes, Southern Lake County Conservation Club
2. Show of Appreciation for Ballistic Shields

PUBLIC HEARING: Ordinance No. 1456, Public Way Vacation Continued Public Hearing – Rago

PUBLIC COMMENT *(on agenda items)*:

CONSENT AGENDA:

1. **Minutes:** July 18, 2023
2. **Claims:** All Town Funds: \$161,763.61; Wastewater Operating: \$28,188.79; Water Utility: \$92,700.18; Storm Water: \$12,579.19; and Payroll: 7/20/23 & 8/1/23 - \$292,354.46
3. **Donation:** Donation of K-9 Vest, Southern Lake County Conservation Club

ORDINANCES & RESOLUTIONS:

1. **Ordinance No. 1448** – Building Department Escrow Fees
2. **Ordinance No. 1465** – Special Events Permit *(First reading was on June 20, 2023)*
3. **Resolution No. 1337** – Lake Ecosystem Restoration Pledged Funds Transfer Resolution
4. **Resolution No. 1338** – Parks and Public Works Transfer of Funds

BZA/PLAN:

1. Performance Letter of Credit Extension – Beacon Pointe East, Unit 1
2. Maintenance Letter of Credit Extension – Beacon Pointe Unit 1A
3. Maintenance Letter of Credit Extension – Beacon Pointe, Unit 2
4. Accept Performance Letter of Credit in the amount of \$71,467 – Centier Bank

OLD BUSINESS:

1. Bid Award – Morse Street Water Main Extension Project

NEW BUSINESS:

1. Consider CLPD/Geminus/Regional Mental Health Services MOU
2. Veridus Owner's Representative Services Proposal – Town Hall
3. Consider using outside legal services for special projects

4. Acceptance of the Founders Creek Well Site
 - a. Deed
 - b. License Agreement for Access
5. CBBEL Pay Request 2 for Stage 2 Dredging in the amount of \$212,752.53 payable to Dredge America
6. Peterson Consulting Services Agreement to assist in preparing the GASB 34 Report for FY 2023
7. Bid Award – Shades Roadway Project

REPORTS:

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

WRITTEN COMMUNICATION:

PUBLIC COMMENT:

ADJOURNMENT:

PRESS SESSION:

NEXT MEETING: Tuesday, August 15, 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

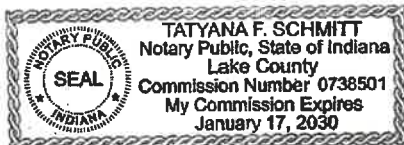
COUNTY OF LAKE

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

EXHIBIT A



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 GENERAL FUND	APPROPRIATED 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 MOTOR VEHICLE HIGHWAY	APPROPRIATED AMOUNT
Personal Services	\$5,000
TOTAL APPROPRIATION	\$5,000
FUND #202 LOCAL ROAD & STREET	APPROPRIATED AMOUNT
Other Services and Charges	\$30,000
TOTAL APPROPRIATION	\$30,000
FUND #808 COMMUNITY CROSSING GRANT	APPROPRIATED 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

August 1, 2023

ALL TOWN FUNDS	\$161,763.61
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WASTEWATER OPERATING	\$28,188.79
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WATER UTILITY	\$92,700.18
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STORM WATER	\$12,579.19
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PAYROLL 7/20/23 & 8/1/23	\$292,354.46
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TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO.: 1448

AN ORDINANCE ESTABLISHING BUILDING DEPARTMENT ESCROW FEES AND REQUIRING AS-BUILT SURVEYS IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, REPEALING ALL TOWN ORDINANCES, AND TOWN CODE PROVISIONS, OR PARTS THEREOF, IN CONFLICT HERewith, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter the "Town Council"), is the duly elected municipal legislative and fiscal body for the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town"); and

WHEREAS, the Town Council, as said duly elected legislative and fiscal body, is empowered and authorized by the Home Rule Statute found at I.C. §36-1-3, et. seq., to exercise its jurisdictional legislative authority to establish policies and programs intended to be in the best interest of the residents and citizens of the Town; and

WHEREAS, the Town has recently experienced significant growth due to construction of large numbers of new residential, commercial, and industrial buildings and facilities within the Town; and

WHEREAS, the Town is experiencing very substantial population growth, and reasonably anticipates that said growth in population and construction of residential, commercial, and industrial facilities within the Town will continue; and

WHEREAS, the Town Council has been advised that there are various times of the year in which weather conditions may prevent construction of such buildings and structures from being completed to the point at which driveways, sidewalks and landscaping may not be timely completed for an Occupancy Permit to be issued under the current Town Building Code; and

WHEREAS, the Town Council has determined from the conditions identified and set forth herein that it is reasonable, necessary, and appropriate, at this time to promote the orderly development of the Town by establishing standards for the Town to require that new development (i.e. driveways, sidewalks and landscaping) shall pay an Escrow Fee, which Escrow Fee shall be charged to new development in the Town when construction cannot be completed in a timely manner such that driveways, sidewalk(s) and landscaping improvements may not be completed in order for an Occupancy Permit to be issued, under conditions and circumstances as set forth hereinabove; and

WHEREAS, the Town Council has determined that it is reasonable, necessary, and appropriate to require that an as-built survey of building elevations and final grade of developed real estate be provided to the Town to ensure that same have been completed in compliance with applicable Town Building Rules, Regulations, and Specifications.

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

SECTION ONE: That the “Town Building Department Escrow Fee” Program (hereinafter, the “Program”), is hereby established and adopted in the Town of Cedar Lake. The program established hereby, and as the same may be amended hereinafter from time to time, is declared to be the Program for the Town of Cedar Lake on the matters set forth herein.

SECTION TWO: That the Town Building Department and Administrative Staff are hereby directed to utilize said Program for any Building Permits for any new residential, commercial, or industrial, permits submitted to the Town of Cedar Lake. The establishment of this program will allow for all escrow fees to be included with all Building Permit costs and said Escrow Fee shall be collected at the time the Building Permit is receipted. The Applicant for the Building Permit shall receive, execute, and file with the Town at time of Building Permit Application and the Town Contractor Acknowledgment of Escrow and Expiration document (Exhibit “B”).

SECTION THREE: That Escrow Fees shall be added to all new construction permits in an effort to assure that all lot improvements required to be made under the provisions of the Town Code have been completed prior to occupancy of a given structure.

For new residential purposes, the Escrow Fee shall be \$2,500.00.

For new commercial/industrial purposes, the Escrow Fee shall be \$5,000.00.

The Escrow Fee shall be refunded to the original permittee as long as all lot improvements have been completed in accordance with Town Code and Standards, and provided that the structure has not been occupied prior to obtaining an Occupancy Permit. In the event that a structure has been occupied prior to the issuance of an Occupancy Permit, the Escrow Fee shall be forfeited to the Town of Cedar Lake.

In the event that lot improvements are unable to be completed due to winter weather conditions, an Occupancy Permit may be issued. However, the Escrow Fee will be retained by the Town until the lot improvements are completed. Failure to complete those lot improvements will result in the forfeiture of the Escrow Fee in which case the Town may use the forfeited fees to complete the lot improvements.

SECTION FOUR: An as-built survey shall be submitted to the Town Building Department at least ten (10) days prior to the issuance of an Occupancy Permit for any new construction project. The submitted as-built survey shall contain information required by the Town Building Department in Exhibit “A”, attached hereto, and which information is incorporated herein. The Escrow Fee shall not be released and/or refunded without an acceptable as-built survey being submitted.

SECTION FIVE: The original permittee shall request the final inspection for all lot improvements to the Town’s Building Department to ensure all improvements have been completed to Town Standards. In the event that the inspection fails, a Red Tag Fee in accordance with Town Code shall be paid prior to processing of a re-inspection. Upon approval of the Town Building Inspector, the original permittee shall make a request to the Town Building Department for the Escrow Fee to be released. In the event that the Escrow Fee has not been requested by the one (1) year anniversary date of the expiration of the Building Permit, the Escrow Fee shall be automatically forfeited and transferred to the Town’s General Fund for fund usage in conformance with applicable law.

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

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

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

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

By:

Richard Sharpe, President

John C. Foreman, Vice-President

Robert H. Carnahan, Member

Nick Recupito, Member

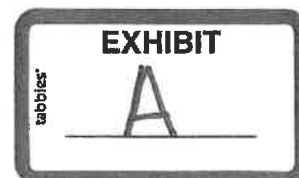
Julie A. Rivera, Member

Ralph Miller, Member

Colleen Schieben, Member

ATTEST:

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



TOWN OF CEDAR LAKE RESIDENTIAL PERMIT AND AS-BUILT SURVEY REQUIREMENTS

FINAL AS-BUILT SURVEY REQUIRED INFORMATION

We recommend that as-built submittals be provided a minimum of 10 business days prior to any expected closing dates to allow for adequate review turnaround times and correction of any deficiencies. The Town of Cedar Lake is not responsible for delays in closings of a parcel.

General Information

ITEM	REMARKS
Preparation and Certification	Signed and sealed by Indiana registered Professional Land Surveyor
Document Title	Final As-built Survey or Plat of Survey
Scale	Minimum 1" = 20' <ul style="list-style-type: none">• Scales must be in 10' multiples (1" = 15' unacceptable)• Architectural scales unacceptable
Property Address	
Legal Description	
Survey Date	Survey field date should be within 1 month of submittal date
North arrow	Required at upper right corner of document

Locations

ITEM	REMARKS
Property Lines and Dimensions	Show lengths and bearings
Lot Corners	Must be monumented and noted
Building Lines	
Building Setbacks	Offsets from structures to building lines should be shown
Easements	Utility, Drainage, or other w/ designations
Impervious Areas on Lot	Private driveways, sidewalks, and patios
Topography in R.O.W. fronting property	<ul style="list-style-type: none">• 1' elevation contours at discretion of reviewer• Curb and gutter• Driveway approach: material type and width• Driveway slope• Public sidewalk• Emergency overflow route (shown with a different flow arrow than normal drainage arrows). Additional shots for noted swales with dimensions, as necessary.
Underground Utilities	<ul style="list-style-type: none">• Location of B-box• Sanitary sewer service from stub at house• Location of sanitary cleanout• Water service from B-box to house• Well Location



TOWN OF CEDAR LAKE

RESIDENTIAL PERMIT AND AS-BUILT SURVEY REQUIREMENTS

	<ul style="list-style-type: none">• Sump Outlet Location• Storm Sewer RIM elevations for all manholes on or adjacent to property.
Floodplain or Floodway Elevations and Delineations in 1' Intervals	
Wetland Delineations in 1' Intervals	

Elevations

Final Elevations shall be provided to confirm compliance with the Approved Permit Survey and shall include the following information:

ITEM	REMARKS
Benchmark Description and Elevation	From Approved Proposed Site Plan
Floodway and Floodplain Contours	
All Elevations Based Upon USGS Datum, NAVD '88 or approved site plan datum	
Indicate Spot Elevations at Critical Locations	<ul style="list-style-type: none">• Street centerline at corners of property line• Curb and gutter lines at both lot lines• Public sidewalk at both lot lines• All lot corners• Side yard lot lines including elevations of summits• All building top of foundations and lowest adjacent grades at each foundation corner, including garages• Building T/Fs for adjacent lots• Garage floor elevation (front and rear)• All impervious areas on property
As-built contours for pervious areas	<ul style="list-style-type: none">• Shown in 1' interval contours, 6" intervals if slope is less than 2%• Note slope of side yard drainage swales• Indicate whether the elevations are on finished sodded surface or on topsoil only

MISCELLANEOUS

Certificates of Occupancy cannot be issued unless soil erosion methods are in place and stable; i.e. seeded areas are growing and mowable or sod is firmly in place. Acceptance of a yard surety bond may be accepted in-lieu of established vegetation.

Additional information will be required if a FEMA Flood Zone is within the limits of the survey, in accordance with elevation certificate instructions per the FEMA National Flood Insurance Program.

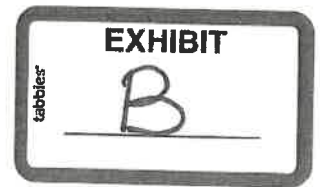
Be advised that the above-mentioned are guidelines. Each permit is treated individually and certain other requirements may apply. Once the above-mentioned information is submitted the correct determination can be made.



Town of Cedar Lake

Contractor Acknowledgment of Escrow and Expiration

7408 Constitution Avenue, Cedar Lake, IN 46303



Owner/Contractor: _____

Address: _____ Subdivision: _____ Lot No: _____

Date: _____ Permit Number: _____

To: The Town of Cedar Lake

I understand that no persons may occupy the building located at the above mentioned address until all final inspections have been given and a Certificate of Occupancy has been issued. Occupancy of this property prior to issuance of a Certificate of Occupancy will result in an automatic forfeit of my escrow account in the amount of:

Residential: \$2,500 Commercial: \$5,000

I further understand that escrow money will be held until all improvements are completed.

The following items must be completed:

Driveway	"B" Box	4" House Number on Structure
Steps	Final Grading	Landscaping - Including Trees and Grass
Railings on Steps	Walkways to Structure	Drainage Swales
Sidewalks	Gutters/Downspouts	

Please note that you must present an as-built survey in accordance with the Town Escrow Fee Ordinance, as amended from time to time, before requesting a Certificate of Occupancy. I acknowledge, by signature and execution hereof, that it is my responsibility as the Permit Holder to be aware of the expiration date and to request any extensions, if needed.

By signing below, I hereby acknowledge that I have read, understood, and agree with this Instrument.

Printed Name: _____

Witness Printed Name: _____

Signature: _____

Signature: _____

Date Signed: _____

Date Signed: _____

Receipt: _____

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1465

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

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

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

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

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

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

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

“Chapter 103. Special Events”:

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

SECTION TWO:

Outdoor Events/Special Events Defined

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

Permit Required/Permit Fee

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

Regulation of Outdoor Events/Special Events

a) Alcohol.

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

b) Music.

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

c) **Security.**

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

d) **Insurance.**

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

e) **Fire/Electrical Inspection.**

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

f) **Parking.**

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

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

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

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

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

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

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

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

By:

Richard Sharpe, President

John C. Foreman, Vice-President

Robert H. Carnahan, Member

Nick Recupito, Member

Julie A. Rivera, Member

Ralph Miller, Member

Colleen Schieben, Member

ATTEST:

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



Chief of Police



Town Manager



Fire Chief

TOWN OF CEDAR LAKE SPECIAL EVENT PERMIT APPLICATION

Please Complete All Information and Check All Items That Apply

Sponsor's Name _____ Date _____

Sponsor's Address _____

Person in Charge _____

Business Telephone _____ Cellular Number _____

E-Mail Contact _____ Fax Number _____

Type of Event _____ Date(s) of Event _____

Location of Event _____

Specific Hours of Event _____

Outdoor Music: Yes ☐ No ☐ If yes: DJ ☐ Live ☐ Other _____

*Alcoholic Beverages: None ☐ Beer ☐ Wine ☐ Other _____

*Fireworks: Yes ☐ No ☐ (An additional Fireworks Permit is required from both the State and Town)

Requirements:

- ☐ *Indiana State Permits for Alcohol and Fireworks must be submitted with your Permit Application
- ☐ Attach a copy your certificate/proof of insurance and parking plan for review
- ☐ Schedule required meeting with the Town Manager Date: _____ Time: _____

☐ I acknowledge that I have received and read the attached copy of Ordinance No. 1465, the Special Events Permit Ordinance, as may be amended from time to time, and agree to all the terms set forth in same.

Signature of Applicant

Completed by Staff

Security Requirement determined by the Police Chief or PD designee _____

Occupancy Limit determined by the Fire Chief or FD designee _____

Town Manager

Public Works

Police Chief

Fire Chief

Patrol Commander

Approved: _____

Denied: _____

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

RESOLUTION NO. 1337

**A RESOLUTION AUTHORIZING THE PHYSICAL TRANSFER OF PREVIOUSLY
PLEDGED FUNDS BY THE CLERK-TREASURER TO FUND THE ECOSYSTEM
RESTORATION PROJECT**

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana approved the Ecosystem Restoration Project and the associated funding sources for this Project. The Town Council now does find that the conditions do exist at this time that these Pledged Funds shall be physically transferred to Fund # 807 – Ecosystem Non-Reverting for the express purpose of funding the Ecosystem Restoration Project.

NOW THEREFORE, be it resolved by the Town Council of the Town of Cedar Lake, Lake County, Indiana, that the following transfers be made into Fund # 807 – Ecosystem Non-Reverting in order to fully fund the heretofore approved Ecosystem Restoration Project.

**FROM WASTEWATER FUND #633 – WWTP SPECIAL TO
FUND #807 - ECOSYSTEM NON-REVERTING AS FOLLOWS:**

PLEDGED APRIL 7, 2022 (Bond Closing)	\$2,000,000
PLEDGED JULY 5, 2022 (Dredging Bid Award)	<u>\$2,423,376</u>
TOTAL TRANSFER OF PLEDGED FUNDS	<u>\$4,423,376</u>

**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

Ralph Miller

Colleen Schieben

ATTEST:

Nick Recupito

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

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

RESOLUTION NO. 1338

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 \$15,000.00

Parks & Rec Department 006

\$ 15,000.00 From: 113 – FULL-TIME ADMIN To: 222 – OPERATING SUPPLY

MOTOR VEHICLE HIGHWAY FUND TOTAL \$4,000.00

\$ 4,000.00 From: 394 – TRAINING To: 241 – MISC SUPPLY

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA THIS 1st DAY OF AUGUST, 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

August 4, 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 1, which is attached hereto in the amount of Three Hundred Forty-One Thousand Seven Hundred Thirty-Six and 80/100 (\$341,736.80) dated August 4, 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 1
Cedar Lake, IN

Irrevocable Letter of Credit Number:



Total Amount: \$341,736.80
(maximum aggregate amount)

Issuance Date: August 4, 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:

\$341,736.80

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 1**" 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 1**" in the form attached as **EXHIBIT B**. Beneficiary shall present any such agreed "Letter of Credit Reduction Approvals for Beacon East Unit 1", 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 4th DAY OF August, 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 1

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 1

DATE: _____

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

Number: _____
Date of Issuance: August 4, 2023
Current Total Amount: \$341,736.80
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 1". 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

NAME OF TOWN ENGINEER

By: _____
Name: _____
Title: _____

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 1**

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: \$341,736.80

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 1.

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



November 18, 2020

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

Attention: Plan Commission

Subject: Beacon East, Unit 1
Performance Letter of Credit Reduction
(CBBEL Project No. 060015.00017)

Dear Plan Commission Members:

As requested, Christopher B. Burke Engineering, LLC (CBBEL) staff has reviewed a request from the Applicant to reduce the current Performance Letter of Credit based on installed and inspected infrastructure. Most comments noted in our record drawings review letter dated November 14, 2020 have been addressed. Items that remain outstanding have been partially held in the letter of credit. We recommend that the Performance Letter of Credit be reduced to **\$341,736.80**. This represents the maximum reduction of 25% prior to final acceptance. All installed infrastructure has been inspected by Town staff and CBBEL. The revised estimate is attached to this letter.

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: Estimated Cost of Construction

cc: Town Manager – (via email)
Town Planning Director – (via email)
Town Director of Operations – (via email)
Town Building Administrator – (via email)
Town Attorney – (via email)
Jack Slager, Schilling Development – (via email)
Michael Tiller, Schilling Development – (via email)
Jack Huls, DVG – (via email)

P:\Cedar Lake\060015 Town Engineer\00017 Development Inspections\Beacon East\L060015.00017 Beacon East LOC RED U1 111820.docx

Town of Cedar Lake
 Beacon Pointe East, Unit 1
 Recommended Performance Letter of Credit as of 11/18/2020
 Subdivision Improvements Included in the 10/20 Final Plat Portion
 (CBBEL Project 060015.00017)

Description	Unit	Qty	Unit Price	Cost	Partial Reduction	
Sanitary Sewer Improvements						
48" SMH	EACH	8	\$ 3,250.00	\$ 26,000.00	50%	\$ 13,000.00
8" PVC SDR 26	LF	2034	\$ 26.00	\$ 52,884.00		
6" SAN SVC - Short	EACH	23	\$ 1,250.00	\$ 28,750.00		
6" SAN SVC - Long	EACH	15	\$ 1,750.00	\$ 26,250.00		
Tie-in to Existing SAN	EACH	1	\$ 7,250.00	\$ 7,250.00		
Road Structural Backfill	LF	358	\$ 23.00	\$ 8,234.00		
Sanitary Sewer Subtotal				\$ 149,368.00		
Watermain Improvements						
6" DIP WM	LF	184	\$ 55.00	\$ 10,120.00		
8" DIP WM	LF	1848	\$ 37.00	\$ 68,376.00		
12" DIP WM	LF	995	\$ 56.00	\$ 55,720.00		
16" DIP WM	LF	115	\$ 75.00	\$ 8,625.00		
Fire Hydrant	EACH	8	\$ 5,000.00	\$ 40,000.00	75%	\$ 30,000.00
6" VB	EACH	1	\$ 1,800.00	\$ 1,800.00		
6" Fittings (Bends, Tees, Crosses, etc)	EACH	2	\$ 300.00	\$ 600.00		
8" VB	EACH	7	\$ 2,000.00	\$ 14,000.00	75%	\$ 10,500.00
8" Fittings (Bends, Tees, Crosses, etc...)	EACH	26	\$ 400.00	\$ 10,400.00		
12" VB	EACH	4	\$ 2,200.00	\$ 8,800.00	75%	\$ 6,600.00
12" Fittings (Bends, Tees, Crosses, etc...)	EACH	6	\$ 500.00	\$ 3,000.00		
16x12 Reducer	EACH	2	\$ 700.00	\$ 1,400.00		
1" Service Pipe, Short	EACH	20	\$ 800.00	\$ 16,000.00		
1" Service Pipe, Long	EACH	18	\$ 1,400.00	\$ 25,200.00		
Tie in at 12" Valve	EACH	1	\$ 3,100.00	\$ 3,100.00		
Testing and Chlorination	LS	1	\$ 3,000.00	\$ 3,000.00		
24" Steel Casing - Jack&Bore	LF	110	\$ 650.00	\$ 71,500.00		
Road Structural Backfill	LF	370	\$ 21.00	\$ 7,770.00		
Watermain Subtotal				\$ 339,291.00		
Storm Sewer Improvements						
72" MH, Outlet Control Structure	EACH	1	\$ 8,000.00	\$ 8,000.00		
72" MH, Type A	EACH	2	\$ 3,750.00	\$ 7,500.00		
60" MH, Type A	EACH		\$ 2,900.00	\$ -		
48" MH, Type A	EACH	20	\$ 1,900.00	\$ 38,000.00		
60" CB, Type A	EACH	1	\$ 2,750.00	\$ 2,750.00		
48" CB, Type A	EACH	4	\$ 2,000.00	\$ 8,000.00		
30" INL	EACH	11	\$ 1,500.00	\$ 16,500.00		
12" FES (w/ grate and rip-rap apron)	EACH		\$ 1,250.00	\$ -		
15" FES (w/ grate and rip-rap apron)	EACH	3	\$ 1,700.00	\$ 5,100.00		
18" FES (w/grate and rip-rap apron)	EACH		\$ 1,900.00	\$ -		
24" FES (w/ grate and rip-rap apron)	EACH	1	\$ 2,250.00	\$ 2,250.00		
30" FES (w/ grate and rip-rap apron)	EACH	1	\$ 2,750.00	\$ 2,750.00		
36" FES (w/ grate and rip-rap apron)	EACH		\$ 2,800.00	\$ -		
42" FES (w/grate and rip-rap apron)	EACH	4	\$ 3,250.00	\$ 13,000.00		
12" RCP	LF	1424	\$ 25.00	\$ 35,600.00		
15" RCP	LF	869	\$ 27.50	\$ 23,897.50		
18" RCP	LF		\$ 30.00	\$ -		
24" RCP	LF	885	\$ 40.00	\$ 35,400.00		
30" RCP	LF	178	\$ 45.00	\$ 8,010.00		
36" RCP	LF		\$ 60.00	\$ -		
42" RCP	LF	220	\$ 78.00	\$ 17,160.00		
Sump Connections	EACH		\$ 200.00	\$ -		
Road Structural Backfill	LF		\$ 18.00	\$ -		
Underdrain at Curb Structure	LF	1100	\$ 19.00	\$ 20,900.00		
Storm Sewer Subtotal				\$ 244,817.50		

Description	Unit	Qty	Unit Price	Cost	Partial Reduction		
Roadway Improvements							
Aggregate Base Course - 10"	SY	7683	\$ 14.00	\$ 107,562.00			
HMA Binder Course - 3"	SY	6783	\$ 10.50	\$ 71,221.50			
HMA Surface Course - 1.5"	SY	6783	\$ 5.95	\$ 40,358.85			
Tack Coat	LS	1	\$ 2,000.00	\$ 2,000.00			
Geogrid	SY	7683	\$ 2.50	\$ 19,207.50			
Concrete Curb - Rolled (18")	LF	3500	\$ 17.25	\$ 60,375.00			
Concrete Curb - B6.12	LF		\$ 17.25	\$ -			
ADA Ramps/DWEs (Common)	EACH	3	\$ 600.00	\$ 1,800.00			
PCC Sidewalk - 4" with Subbase	SF	4500	\$ 7.75	\$ 34,875.00			
Split Rail Fence	LF		\$ 40.00	\$ -			
Street Lights	LS	7	\$ 5,000.00	\$ 35,000.00			
Street Signs	EACH	16	\$ 150.00	\$ 2,400.00			
Striping	LS	1	\$ 2,500.00	\$ 2,500.00			
Roadway Improvements Subtotal				\$ 377,299.85			
141st Avenue Roadway Improvements							
Mill Existing Pavement	SY	1000	\$ 5.25	\$ 5,250.00			
Excavation for Widening	SY	250	\$ 25.00	\$ 6,250.00			
Aggregate Base Course - 10"	SY	466	\$ 38.00	\$ 17,708.00			
HMA Binder Course - 3"	SY	404	\$ 20.00	\$ 8,080.00			
HMA Surface Course - 1.5"	SY	1404	\$ 7.90	\$ 11,091.60			
Tack Coat	LS	1	\$ 800.00	\$ 800.00			
Geogrid	SY	466	\$ 2.50	\$ 1,165.00			
Concrete Curb - B6.12	LF	625	\$ 17.25	\$ 10,781.25			
PCC Sidewalk - 4" with Subbase	SF	2700	\$ 7.75	\$ 20,925.00			
ADA Ramps/DWEs (Common)	EACH	2	\$ 600.00	\$ 1,200.00			
Traffic Control	LS	1	\$ 4,800.00	\$ 4,800.00	50%	\$	2,400.00
Striping	LS	1	\$ 1,000.00	\$ 1,000.00			
Roadway Improvements Subtotal				\$ 89,050.85			
Detention Pond Construction/Mass Ex./Misc.							
Pond 10 and Overflow to Sleepy Hollow Ditch	LS	1	\$ 122,000.00	\$ 122,000.00			
Soil Erosion Sediment Control	LS	1	\$ 30,000.00	\$ 30,000.00	75%	\$	22,500.00
Pond Aerators	EACH	1	\$ 5,000.00	\$ 5,000.00			
Detention Basin/Mass Ex. Subtotal				\$ 157,000.00			
Improvements				\$ 1,366,947.20			
3% Inspection Fee				\$ 41,008.42			
(Already Installed/Inspected)				\$ 1,167,146.75			
Remaining Improvements				\$ 199,800.45			
Maximum Reduction (25%)				\$ 341,736.80			
Performance LOC (110%) =				\$ 219,780.50			

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

Items Fully Removed

Items Partially Removed at Noted Amount



Loan Center
9204 Columbia Avenue
Munster, Indiana 46321
219.853.7500

August 5, 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 Unit 1A, which is attached hereto in the amount of Twenty-Five Thousand Two Hundred Nine and 17/100 (\$25,209.17) dated August 5, 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,

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 Pointe Unit 1A
Cedar Lake, IN

Irrevocable Letter of Credit Number:



Total Amount: \$25,209.17
(maximum aggregate amount)

Issuance Date: August 5, 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:

\$25,209.17

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 Pointe Unit 1A**" 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 Pointe Unit 1A**" in the form attached as **EXHIBIT B**. Beneficiary shall present any such agreed "Letter of Credit Reduction Approvals for Beacon Pointe Unit 1A", 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 5th DAY OF August, 2023.

Sincerely,

ISSUER: PEOPLES BANK

BY:

[REDACTED]
Paul Rodriguez, VP
Business Banker

EXHIBIT A
SIGHT DRAFT FOR IRREVOCABLE STANDBY LETTER OF CREDIT
REGARDING BEACON POINTE UNIT 1A

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 maintain the infrastructure for the Subdivision, which is the subject of the above-referenced Credit;
- (iii) The above-stated amount of this Sight Draft is the amount currently due to Beneficiary from Applicant; and
- (iv) The proceeds from this Sight Draft will be used to satisfy the above-identified obligations.

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

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

TOWN OF CEDAR LAKE

By: _____

Name: _____

Title: _____

EXHIBIT B
LETTER OF CREDIT REDUCTION APPROVAL FOR
BEACON POINTE UNIT 1A

DATE: _____

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

Number: _____
Date of Issuance: August 5, 2023
Current Total Amount: \$25,209.17
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 Pointe Unit 1A". 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

NAME OF TOWN ENGINEER

By: _____
Name: _____
Title: _____

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 POINTE UNIT 1A**

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: \$25,209.17

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 Maintenance Letter of Credit for Beacon Pointe, Unit 1A.

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 7, 2020

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

Attention: Plan Commission

Subject: Beacon Pointe, Unit 1A – Maintenance Letter of Credit
(CBBEL Project No. 060015.00017)

Dear Plan Commission Members:

As requested, Christopher B. Burke Engineering, LLC (CBBEL) staff has reviewed a record drawing resubmittal for Beacon Pointe, Unit 1A and a request made by the Developer to rollover the Performance Letter of Credit into a Maintenance Letter of Credit. The submittal and request were reviewed in compliance with the Town of Cedar Lake's Subdivision Ordinance (No. 498) and associated standard engineering methods.

CBBEL received the following items to review:

- Comment-Response Letter, prepared by DVG, dated June 26, 2020.

Based on a field inspection of Unit 1A and a review of submitted record drawings, we conclude that the Applicant has satisfactorily addressed all previous comments. We recommend that a Maintenance Letter of Credit be established in the amount of \$25,209.17 for a period of 3 years. The estimate of probable cost is attached.

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

Sincerely,



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

Encl: Estimated Cost of Construction

cc: Town Administrator – (via email)
Town Director of Operations – (via email)
Town Building Administrator – (via email)
Town Attorney – (via email)
Jack Slager, Schilling Development – (via email)
Michael Tiller, Schilling Development – (via email)
Jack Huls, DVG – (via email)

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Town of Cedar Lake
 Beacon Pointe, Unit 1A (8 Lots)
 Recommended Maintenance Letter of Credit as of 07/07/20
 Subdivision Improvements Included in the 12/17 Final Plat Portion
 (CBBEL Project 060015.00017)

Description	Unit	Qty	Unit Price	Cost
<u>Excavation/Site Grading</u>				
Install Stabilized Construction Entrance	TON	25	\$ 30.00	\$ 750.00
Strip Topsoil from ROW	CY	350	\$ 2.90	\$ 1,015.00
Table Site Cut/Fill ROW	CY	100	\$ 4.50	\$ 450.00
Subgrade ROW +/- 0.1 ft. to Subgrade	SY	1500	\$ 0.60	\$ 900.00
Backfill Curb	LF	900	\$ 1.70	\$ 1,530.00
Mobilization Supervision	LS	1	\$ 1,000.00	\$ 1,000.00
Excavation/Site Grading Subtotal				\$ 5,645.00
<u>Sanitary Sewer Improvements (B&D Quote)</u>				
48" SMH	EACH	1	\$ 4,500.00	\$ 4,500.00
8" PVC SDR 26	LF	339	\$ 28.50	\$ 9,661.50
6" SAN SVC	EACH	15	\$ 1,100.00	\$ 16,500.00
Road Structural Backfill	LF	100	\$ 14.25	\$ 1,425.00
Site Mobilization	LS	1	\$ 20,000.00	\$ 20,000.00
Sanitary Sewer Subtotal				\$ 52,086.50
<u>Watermain Improvements (B&D Quote)</u>				
8" DIP WM	LF	560	\$ 35.70	\$ 19,992.00
Hydrant	EACH	2	\$ 4,600.00	\$ 9,200.00
8" VB	EACH	5	\$ 1,250.00	\$ 6,250.00
8x8 Tee	EACH	1	\$ 800.00	\$ 800.00
1" Service Pipe	EACH	16	\$ 390.00	\$ 6,240.00
B Box	EACH	16	\$ 425.00	\$ 6,800.00
Road Structural Backfill	EACH	150	\$ 12.40	\$ 1,860.00
Site Mobilization	LS	1	\$ 15,000.00	\$ 15,000.00
Watermain Subtotal				\$ 66,142.00
<u>Storm Sewer Improvements (B&D Quote)</u>				
60" CB	EACH	1	\$ 3,500.00	\$ 3,500.00
48" CB	EACH	1	\$ 2,200.00	\$ 2,200.00
48" MH	EACH	4	\$ 2,750.00	\$ 11,000.00
30" INL	EACH	3	\$ 1,500.00	\$ 4,500.00
18" FES (w/grate and rip-rap apron)	EACH	1	\$ 1,505.00	\$ 1,505.00
12" RCP	LF	117	\$ 23.50	\$ 2,749.50
18" RCP	LF	621	\$ 29.50	\$ 18,319.50
Road Structural Backfill	LF	150	\$ 14.50	\$ 2,175.00
Underdrain at Curb Structure	LF	300	\$ 17.50	\$ 5,250.00
Storm Sewer Subtotal				\$ 51,199.00
<u>Roadway Improvements (W&K Quote)</u>				
Aggregate Base Course - 10"	SY	1488	\$ 12.50	\$ 18,600.00
HMA Binder Course - 3"	SY	1488	\$ 12.40	\$ 18,451.20
HMA Surface Course - 1.5"	SY	1488	\$ 7.00	\$ 10,416.00
Tack Coat	LS	1	\$ 750.00	\$ 750.00
Geogrid	SY	1488	\$ 4.00	\$ 5,952.00

Description	Unit	Qty	Unit Price	Cost
Concrete Curb - Rolled (18")	LF	900	\$ 16.50	\$ 14,850.00
ADA Ramps/DWEs	EACH	2	\$ 500.00	\$ 1,000.00
PCC Sidewalk - 4" with Subbase (785 ft.)	SF	0	\$ 4.50	\$ -
Street Lights	EACH	2	\$ 3,000.00	\$ 6,000.00
Street Signs	EACH	2	\$ 500.00	\$ 1,000.00
Roadway Improvements Subtotal				\$ 77,019.20
				.
Improvements				\$ 252,091.70
3% Inspection Fee				\$ 7,562.75
Maintenance LOC (10%) =				\$ 25,209.17

Note: Italicized items have been inspected and accepted.



Loan Center
9204 Columbia Avenue
Munster, Indiana 46321
219.853.7500

August 6, 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 Unit 2, which is attached hereto in the amount of One Hundred Fifty-One Thousand Four Hundred Fifty-Two and 32/100 (\$151,452.32) dated August 6, 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 Pointe Unit 2
Cedar Lake, IN

Irrevocable Letter of Credit Number:



Total Amount: \$151,452.32
(maximum aggregate amount)

Issuance Date: August 6, 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:

\$151,452.32

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 Pointe 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 Pointe Unit 2**" in the form attached as **EXHIBIT B**. Beneficiary shall present any such agreed "Letter of Credit Reduction Approvals for Beacon Pointe 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 ____ DAY OF ____, 2023.

Sincerely,

ISSUER: PEOPLES BANK

BY:

[REDACTED]

Paul Rodriguez, VP
Business Banker

EXHIBIT A
SIGHT DRAFT FOR IRREVOCABLE STANDBY LETTER OF CREDIT
REGARDING BEACON POINTE 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 maintain the infrastructure for the Subdivision, which is the subject of the above-referenced Credit;
- (iii) The above-stated amount of this Sight Draft is the amount currently due to Beneficiary from Applicant; and
- (iv) The proceeds from this Sight Draft will be used to satisfy the above-identified obligations.

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

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

TOWN OF CEDAR LAKE

By: _____

Name: _____

Title: _____

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

DATE: _____

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

Number: _____
Date of Issuance: August 6, 2023
Current Total Amount: \$151,452.32
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 Pointe 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

NAME OF TOWN ENGINEER

By: _____
Name: _____
Title: _____

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 POINTE 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: \$151,452.32

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 Maintenance Letter of Credit for Beacon Pointe, 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 15, 2020

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

Attention: Plan Commission

Subject: Beacon Pointe, Unit 2 – Maintenance Letter of Credit
(CBBEL Project No. 060015.00017)

Dear Plan Commission Members:

As requested, Christopher B. Burke Engineering, LLC (CBBEL) staff has reviewed a record drawing resubmittal for Beacon Pointe, Unit 2 and a request made by the Developer to rollover the Performance Letter of Credit into a Maintenance Letter of Credit. The submittal and request were reviewed in compliance with the Town of Cedar Lake's Subdivision Ordinance (No. 498) and associated standard engineering methods.

CBBEL received the following items to review:

- Comment-Response Letter, prepared by DVG, dated June 26, 2020.

Based on a field inspection of Unit 1A and a review of submitted record drawings, we conclude that the Applicant has satisfactorily addressed all previous comments. We recommend that a Maintenance Letter of Credit be established in the amount of \$151,452.32 for a period of 3 years. The estimate of probable cost is attached.

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

Sincerely,



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

Encl: Estimated Cost of Construction

cc: Town Administrator – (via email)
Town Director of Operations – (via email)
Town Building Administrator – (via email)
Town Attorney – (via email)
Jack Slager, Schilling Development – (via email)
Michael Tiller, Schilling Development – (via email)
Jack Huls, DVG – (via email)

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Town of Cedar Lake
Beacon Pointe, Unit 2
Recommended Performance Letter of Credit reduction as of 08/01/18
Subdivision Improvements Included in the 5/18 Final Plat Portion
(CBBEL Project 060015.00017)

Description	Unit	Qty	Unit Price	Cost
<u>Excavation/Site Grading/SESC</u>				
Install Stabilized Construction Entrance	LS	1	\$ 3,065.00	\$ 3,065.00
Strip Topsoil for Berms	CY	6100	\$ 2.90	\$ 17,690.00
Strip Topsoil from ROW	CY	1200	\$ 2.90	\$ 3,480.00
Strip Topsoil to Fill Non-Structural	CY	23900	\$ 2.90	\$ 69,310.00
Cut/Fill ROW & Detention Basin	CY	31000	\$ 4.75	\$ 147,250.00
Topsoil for Detention Basin	CY	1200	\$ 2.90	\$ 3,480.00
Subgrade ROW +/- 0.1 ft. to Subgrade	SY	16285	\$ 0.70	\$ 11,399.50
Backfill Curb	LF	7300	\$ 1.75	\$ 12,775.00
Regrade Storm Easements	SY	4000	\$ 2.90	\$ 11,600.00
Erosion Control/Seeding	LS	1	\$ 15,000.00	\$ 15,000.00
Excavation/Site Grading/SESC Subtotal				\$ 295,049.50
<u>Sanitary Sewer Improvements (B&D Quote)</u>				
48" SMH	EACH	11	\$ 4,158.00	\$ 45,738.00
8" PVC SDR 26	LF	1982	\$ 35.00	\$ 69,370.00
6" SAN SVC	EACH	57	\$ 900.00	\$ 51,300.00
Road Structural Backfill	LF	1990	\$ 27.00	\$ 53,730.00
Sanitary Sewer Subtotal				\$ 220,138.00
<u>Watermain Improvements (B&D Quote)</u>				
8" DIP WM	LF	2741	\$ 42.00	\$ 115,122.00
Hydrant	EACH	7	\$ 4,640.00	\$ 32,480.00
Relocate Hydrant (Parrish)	EACH	1	\$ 2,500.00	\$ 2,500.00
8" VB	EACH	15	\$ 2,125.00	\$ 31,875.00
8" - 90	EACH	1	\$ 901.00	\$ 901.00
8" - 45	EACH	28	\$ 625.00	\$ 17,500.00
8x8 Tee	EACH	4	\$ 880.00	\$ 3,520.00
2" Blow-Offs	EACH	2	\$ 565.00	\$ 1,130.00
12x8 Hot Tap	EACH	1	\$ 10,500.00	\$ 10,500.00
1" Service Pipe/B-Box	EACH	57	\$ 800.00	\$ 45,600.00
Road Structural Backfill	LF	750	\$ 25.00	\$ 18,750.00
Watermain Subtotal				\$ 279,878.00
<u>Storm Sewer Improvements (B&D Quote)</u>				
4'x8' Box Structure	EACH	2	\$ 5,500.00	\$ 11,000.00
60" CB/MH	EACH	5	\$ 2,900.00	\$ 14,500.00
48" CB/MH	EACH	25	\$ 2,350.00	\$ 58,750.00
48" RMH	EACH	1	\$ 3,500.00	\$ 3,500.00
30"/36" INL	EACH	7	\$ 1,450.00	\$ 10,150.00
R-2560 E1	EACH	13	\$ 250.00	\$ 3,250.00
EJ 1045	EACH	15	\$ 265.00	\$ 3,975.00
EJ 1022	EACH	7	\$ 185.00	\$ 1,295.00
R-3010	EACH	2	\$ 350.00	\$ 700.00
R-3036	EACH	3	\$ 450.00	\$ 1,350.00

Description	Unit	Qty	Unit Price	Cost
R-2580	EACH	1	\$ 375.00	\$ 375.00
18" FES (w/grate and rip-rap apron)	EACH	1	\$ 1,750.00	\$ 1,750.00
24" FES (w/grate and rip-rap apron)	EACH	1	\$ 1,900.00	\$ 1,900.00
30" FES (w/grate and rip-rap apron)	EACH	1	\$ 2,540.00	\$ 2,540.00
36" FES (w/grate and rip-rap apron)	EACH	1	\$ 2,800.00	\$ 2,800.00
12" RCP	LF	1165	\$ 24.50	\$ 28,542.50
15" RCP	LF	998	\$ 26.50	\$ 26,447.00
18" RCP	LF	246	\$ 28.80	\$ 7,084.80
24" RCP	LF	395	\$ 36.90	\$ 14,575.50
30" RCP	LF	329	\$ 40.50	\$ 13,324.50
36" RCP	LF	168	\$ 43.75	\$ 7,350.00
Road Structural Backfill	LF	1000	\$ 14.50	\$ 14,500.00
Underdrain at Curb Structure	LF	2100	\$ 17.50	\$ 36,750.00
Storm Sewer Subtotal				\$ 266,409.30
<u>Roadway Improvements (W&K Quote)</u>				
Aggregate Base Course - 10"	SY	10358	\$ 13.00	\$ 134,654.00
HMA Binder Course - 3"	SY	10358	\$ 10.50	\$ 108,759.00
HMA Surface Course - 1.5"	SY	10358	\$ 5.50	\$ 56,969.00
Tack Coat	LS	1	\$ 1,250.00	\$ 1,250.00
Geogrid	SY	11394	\$ 2.25	\$ 25,636.50
Concrete Curb - Rolled (18")	LF	5571	\$ 16.90	\$ 94,149.90
ADA Ramps/DWEs (Common Only)	EACH	2	\$ 500.00	\$ 1,000.00
PCC Sidewalk - 4" with Subbase (785 ft.)	SF	2050	\$ 5.00	\$ 10,250.00
Street Lights	EACH	6	\$ 1,700.00	\$ 10,200.00
Decorative Street Light (Parrish)	EACH	1	\$ 2,500.00	\$ 2,500.00
Striping	LS	1	\$ 3,000.00	\$ 3,000.00
Street Signs	EACH	26	\$ 180.00	\$ 4,680.00
Roadway Improvements Subtotal				\$ 453,048.40
Improvements				\$ 1,514,523.20
3% Inspection Fee				\$ 45,435.70
Maintenance LOC (10%) =				\$ 151,452.32



000090110693-01265147007192023

IRREVOCABLE LETTER OF CREDIT

Borrower: BOYER CONSTRUCTION GROUP CORP.
9901 EXPRESS DR STE B
HIGHLAND, IN 46322-2610

Lender: CENTIER BANK
Business Banking Valparaiso
600 E 84th Avenue
Merrillville, IN 46410

Beneficiary: TOWN OF CEDAR LAKE
7408 CONSTITUTION AVE
CEDAR LAKE, IN 46303

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 07-19-2024 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Seventy-one Thousand Four Hundred Sixty-seven & 00/100 Dollars (\$71,467.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

DRAWINGS: Beneficiary shall be limited to a number of 3 (three) drawings on this Letter of Credit.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER CENTIER BANK IRREVOCABLE LETTER OF CREDIT NO. 01265 DATED 07-19-2023," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

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

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Loan No:



**IRREVOCABLE LETTER OF CREDIT
(Continued)**

Page 2

Dated: July 19, 2023

LENDER:

CENTIER BANK

By:


AMY L. KEZY, Vice President

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures
------	---------------	--------------------	----------------------

Centier Bank
Business Banking Valparaiso
600 E 84th Avenue
Merrillville, IN 46410

Irrevocable Letter of Credit No. [REDACTED]

Subdivision/Entity: Boyer Construction Group Corp.
9901 Express Dr., Ste B
Highland, Indiana 46322

Accepting the Performance Letter of Credit for Centier Cedar Lake PUD.

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 10, 2023

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

Attention: Plan Commission

Subject: Centier Bank – Final Plat Review #2
(CBBEL Project No. 060016.00219)

Dear Plan Commission Members:

As requested, Christopher B. Burke Engineering, LLC (CBBEL) staff has reviewed the submitted information for a Final Plat of a two-lot commercial subdivision located at 9720 W. 133rd Avenue in Cedar Lake, Indiana. The submittal was provided by DVG Team, Inc. (DVG) and was reviewed for compliance with the Town of Cedar Lake's (Town) Stormwater Management Ordinance (No. 1218), Subdivision Ordinance (No. 498), Lighting Ordinance (No. 1264), Zoning Ordinance (No. 1402), and associated standard engineering methods.

CBBEL received the following items to review:

- Trustee Deed, Doc No. 220889, recorded date August 6, 1973.
- "Centier Cedar Lake PUD" Final Plat, prepared by DVG, dated July 6, 2023.

CBBEL has reviewed the submitted documents and concludes the Applicant has satisfactorily addressed all previous 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 improvements prior to Final Plat Approval to cover inspection fees. The amount is based on the estimate of probable cost for public infrastructure improvements of \$1,949.10. The estimate of probable cost is attached.

Also as requested, CBBEL staff have reviewed the Centier Bank plans and associated documents for the purpose of establishing the required Performance Letter of Credit. After review, the estimate of probable cost is \$64,970.00. The Maintenance Letter of Credit will eventually be based on this value. The Performance Letter of Credit should be established at 110% of the items noted in the estimate cost of construction or \$71,467.00.

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: Estimate of Probable Cost

cc: Town Manager (via email)
Planning Director (via email)
Building Administrator (via email)
Director of Operations (via email)
Town Attorney (via email)
Russ Pozen, PE – DVG (via email)

P:\Cedar Lake\060016 Town Engineer\219\L060016.00219_Centier FP_071023.docx

Town of Cedar Lake
Centier Bank
Recommended Performance Letter of Credit as of 07/05/2023
Subdivision Improvements Included in the 07/23 Final Plat Portion
(CBBEL Project 060015.00017)

Description	Unit	Qty	Unit Price	Cost
Storm Sewer Improvements				
Casting/Frame Replacement (EJ 5360)	EACH	1	\$ 500.00	\$ 500.00
12" RCP (Incl core drill)	LF	17	\$ 125.00	\$ 2,125.00
Storm Sewer Subtotal				\$ 2,625.00
133rd Avenue Roadway Improvements**				
HMA Surface Course - 2" (\$275/TN)	SY	58	\$ 30.00	\$ 1,740.00
Tack Coat	LS	1	\$ 100.00	\$ 100.00
Asphalt Removal, Full Depth	SY	58	\$ 50.00	\$ 2,900.00
Concrete/Gutter Removal (incl sawcut)	LF	261	\$ 25.00	\$ 6,525.00
Concrete Removal	SY	205	\$ 21.00	\$ 4,305.00
Concrete Curb - B6.24 & Depressed*	LF	261	\$ 75.00	\$ 19,575.00
PCCP Commercial Drive Approach	SY	122	\$ 100.00	\$ 12,200.00
PCC Sidewalk - 4" with Subbase (6' Wide)	SY	114	\$ 75.00	\$ 8,550.00
Traffic Control	LS	1	\$ 6,000.00	\$ 6,000.00
Signage/Poles	EACH	3	\$ 150.00	\$ 450.00
Roadway Improvements Subtotal				\$ 62,345.00
Improvements				\$ 64,970.00
3% Inspection Fee				\$ 1,949.10
<i>(Already Installed/Inspected)</i>				\$ -
Remaining Improvements				\$ 64,970.00
Performance LOC (110%) =				\$ 71,467.00

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

Items Fully Removed

Items Partially Removed at Noted Amount

*Full Depth PCC Overpour per detail on Sheet C205

**Rubber tracked vehicles only on 133rd Ave.



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
20A	WATER MAIN, 14 IN. HDPE DR 11, DIRECTIONAL DRILL	LFT	245
	CONSTRUCTION SUB-TOTAL - ALTERNATE BID		
	CONSTRUCTION TOTAL - BASE BID + ALTERNATE BID		

Alternate Bid 2			
18	WATER MAIN, 8 IN. D.I., OPEN CUT	LFT	-640
18A	WATER MAIN, 8 IN. PVC C900, OPEN CUT	LFT	640
19	WATER MAIN, 12 IN. D.I., OPEN CUT	LFT	-1560
19A	WATER MAIN, 12 IN. PVC C900, OPEN CUT	LFT	1560
	CONSTRUCTION SUB-TOTAL - ALTERNATE BID		
	CONSTRUCTION TOTAL - BASE BID + ALTERNATE BID		



June 29, 2023

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

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

RE: MOU – Access to Care Pilot Program with CLPD/Geminus/Regional Mental Health Services

Dear Cedar Lake Town Council:

At the Wednesday, June 28, 2023 Cedar Lake Board of Safety Public Meeting, Clinician Brian Deickmann presented to the Board the proposed Access to Care Pilot Program with the Board. The program would be a collaborative pilot program including CLPD, Geminus and Regional Mental Health Services. The program would work where officers recognize the issue is not criminal in nature, alert clinicians to respond once the scene is cleared, and would allow individuals to obtain the mental health/addictions services and placement assistance needed with a trained professional rather than going to jail, taking the stress off of the officers as well. This pilot program would include the three most progressive departments in the county – St John, Griffith and Cedar Lake. The Board reviewed the MOU with Deickmann and Chief Fisher, who was also in support of the program.

The Cedar Lake Board of Safety made motion and voted 4 to 0 sending Favorable Recommendation to the Cedar Lake Town Council to approve the Pilot Program MOU.

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

Sincerely,

Norman Stick
Cedar Lake Board of Safety Chairman



MEMORANDUM OF UNDERSTANDING

Introduction

Regional Health Systems (RHS), a Community Mental Health Center (CMHC), and Certified Community Behavioral Health Clinic (CCBHC), is applying for the FY 2023 CCBHC **Improvement and Advancement Grant (CCBHC-IA)**, Notice of Funding Opportunity (NOFO) No. SM-23-016, issued by Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA). The purpose of this funding opportunity is to transform community behavioral health systems and provide comprehensive, coordinated behavioral health care.

If awarded this funding opportunity, RHS will establish a Memorandum of Understanding (MOU) with Cedar Lake Police Department, a local police department that is dedicated to upholding the highest professional standards while serving the community. This agency is committed to the enforcement of laws to protect life and property, while also respecting individual rights, human dignity, and community values; and who is committed to creating and maintaining active police/community partnerships and assisting citizens in identifying and solving problems to improve the quality of life in their neighborhoods. This partnership will allow RHS to complete the realm of wrap around services to the individuals to be served through this funding opportunity.

Department of Human Services, SAMHSA expectation in providing funds for CCBHC-IA NOFO

Transforming community behavioral health systems and provide comprehensive, coordinated behavioral health care by (a) enhancing and improving CCBHCs; (b) providing a comprehensive range of outreach, screening, assessment, treatment, care coordination, and recovery supports based on a needs assessment; and (c) supporting recovery from mental illness and/or substance use disorders by providing access to high-quality mental health and substance use services, regardless of an individual's ability to pay.

The intent of the CCBHC-IA program is to improve access to community-based mental health and substance use disorder treatment and support, including 24/7 crisis services, to anyone in their service area who needs it, regardless of their ability to pay or place of residence. This includes any individuals with a mental or substance use disorder who seeks care, including those with a serious mental illness (SMI), substance use disorders (SUD), including opioid use disorder; children and adolescents with a serious emotional disturbance (SED); individuals with a co-occurring disorder (COD); and individuals experiencing a mental health or substance use-related crisis.

(continues)





There is an unprecedented demand for mental health and substance use supports, and the COVID-19 pandemic has magnified gaps in the existing continuum of care. Indiana's suicide rates and need for crisis intervention supports have steadily increased over the last several years. These statewide challenges disproportionately impact certain demographic groups and geographic areas. Thus, it is essential that the State improves its services to better support those experiencing mental health, suicidal, or substance use crises.

RHS, as a CMHC and CCBHC, is embedded within the community and, therefore, understands the community's needs for crisis response services and education. These factors make CMHCs uniquely positioned to provide crisis response and educational services and strengthen Indiana's Crisis Response Network. Through this funding opportunity, Lake County has an opportunity to develop and improve community-driven crisis services and education to build strong community supports that offer high quality, accessible, compassionate, and integrated care for residents.

Agreement

Cedar Lake Police Department in Lake County, agrees to partner with RHS to carry out the objectives of this funding opportunity by working together to support crisis response teams and participating in trainings for Police Department staff. Specific details of this MOU will be fully detailed in the future if RHS is selected for this funding opportunity.

Cedar Lake Police Department Representative
Date

Signature





6260 N. SHADELAND AVENUE, SUITE A
INDIANAPOLIS, IN 46220
WWW.VERIDUSGROUP.COM

July 14, 2023 (Revised)

Town of Cedar Lake Indiana
Mr. Chris Salatas
7408 Constitution Ave
Cedar Lake, IN 46303
(delivered via email)

Re: Cedar Lake Town Hall – Proposal – Owner’s Representative Services

Mr. Salatas,

The Veridus Group, Inc., is pleased to provide the following proposal for the owner representation services for the proposed new Cedar Lake Town Hall to be located at the Municipal Complex in Cedar Lake, IN. We have prepared a scope of services based on our conversations, our understanding of the proposed project, and our experience with similar projects.

Veridus will provide the services necessary to provide guidance to the Town through the selection/negotiation of the development team, and oversee the development of plans and specifications as well as construction for completion of a Town Hall located at the Municipal Complex as described in the Project Description below.

PROJECT DESCRIPTION

The Town of Cedar Lake Indiana has already started work on the new Municipal Complex which currently includes a new Fire and Police Headquarters. The next phase of this Municipal Complex project will be to construct a new Town Hall. The Town Hall will be located to the West of the new Police Headquarters and will have frontage along Constitution Avenue. The building is anticipated to be two stories and between 18,000 – 20,000sf. The new Town Hall will house the Town’s Administrative and Support Staff and will be planned to provide space for future operations. We understand the Town has already selected K2m for design services and they intend to start visioning and conceptual planning in late July followed by Schematic design directly after. We anticipate the full conceptual and schematic design phase to take approximately five months. Finally, it is anticipated the Town will construct the facility through a Public Private Partnership under the Indiana Code 5-23, more commonly referred to as “Build, Operate, Transfer” (BOT). The delivery of the project will be finalized during the Visioning / Conceptual phase.

PROJECT APPROACH

We would propose this work be completed in five phases. We have included a potential schedule for the project as well. As the Developer Team is identified over the next few months, we will finalize the schedule. The breakdown of the phases and the potential schedule is as follows (also see the included Project Approach document):

Phase I – Visioning / Due Diligence / Conceptual Design (Included in Proposed Fee)

July 2023 – September 2023

Phase II – Schematic Design (Included in Proposed Fee)

October 2023 – December 2023



Phase III – Design Development / Construction Documents *(To be included in future proposal)*

January 2024 – April 2024

Phase IV – Bidding and Construction *(To be included in future proposal)*

May 2024 – July 2025

Phase V – Commissioning/Closeout & Warranty *(To be included in future proposal)*

July 2025 – July 2026

PROJECT SCOPE OF SERVICES

Below is a list of services we are providing to our clients on similar projects. We have made some edits to identify upcoming steps in regard to project delivery methods. The proposed scope of work includes, but is not limited to the following:

1. Pre-Construction Services (SD, DD, CD)

- A. Work with the Owner to identify project goals and create “guiding principles” for the future development of the project.
- ~~B. Work with the Town to complete the Request for Qualifications/Proposals process for Design Services and navigate the solicitation, interviewing, and selection of qualified firms. (Already Completed)~~
- C. Assist the Town with the authoring and navigation of the Request for Qualifications process for IC5-23
- D. Assist the Town with the navigation and negotiation of contracts for design and construction teams.
- E. Develop or confirm a collaborative document management system for the design and construction teams and establish a communication protocol.
- F. Work with Owner and Developer to develop/confirm project development schedule.
- G. Work with Owner, Developer to develop overall pro-forma budget including breakout of construction and non-construction costs (soft costs including all misc. fees).
- H. Work with Developer throughout schematic design phase to validate or revise the project schedule and budget.
- ~~I. Work with Owner and Developer to begin navigating the FFE design and procurement process. (Future phase)~~
- J. Attend, participate, and document periodic design meetings.
- K. Review and comment on plans and specifications as they are developed.
- ~~a. Perform a Safety and Security analysis through a Crime Prevention Through Environmental Design (CPTED) review (Future phase)~~
- L. Recommend design and construction alternatives. Lead the value engineering discussions with Developer to determine most viable and economic solutions.
- M. Assist in the coordination of the design and design review process.
- N. Analyze cost estimates and provide documented reviews.
- O. Assist in the coordination of the design and design review process.
- P. Communicate critical information to the appropriate Town staff and receive feedback for the design team. Communicate the response back to the project teams.



- Q. Facilitate coordination between Town Manager, other Town Staff, Contractors and Engineer.
- R. Provide bi-weekly updates to Town representatives on pending action items.
- S. Work with Town's communications staff on important information updates to the general public.
- T. Facilitate procurement of services outside of Developer if required.
- ~~U. Assist Town with logistics of moving of Town materials from current facilities to new facility including procurement and oversight of related service companies. (Future phase)~~
- V. Other services as needed.

1. Construction Period Services (All Construction Period Services are Associated with Future Phases of the Project)

- A. Assist Town with internal and external communications to keep all stakeholders well informed regarding project status and any impacts to Town operations.
- B. Coordinate with the Developer to ensure all contractual requirements are met.
- C. Attend site meetings weekly and represent the Owner at these meetings, and prepare/coordinate complete and accurate minutes for such meetings.
- D. Tour the construction sites with the Developer (and Owner if desired) at least once per week to observe the progress and quality of construction.
- E. Perform periodic building envelope inspections and make recommendations to the design and construction teams on opportunities and issues.
- F. Participate in conferences and render advice and assistance to Owner in order to develop economic, efficient, and desirable design, development and construction procedures.
- G. Review and render advice to Owner concerning product samples and specifications provided to Owner by contractor, subcontractors, and material suppliers for use at the Project.
- H. Receive suggestions or recommendations from which could improve the Project or diminish construction time or costs through a standardized value engineering process.
- I. Review and track all necessary conditional and unconditional lien releases and waivers, and keep Owner informed of the status of all lien releases.
- J. Review all change orders issued by Developer regarding the Project and render advice to the Owner about the form and content of such change orders in relation to the plans, specifications and the contract documents.
- K. Monitor the schedule and budget with relation to the requested change orders and prepare schedule and/or cost recovery plans to keep the project on budget and schedule.
- L. Review and make recommendations on all payment requests pursuant to the contract documents, architect's agreements, or other consultants' agreements related to the Project.
- M. Identify possible payment defaults on the part of contractors, subcontractors, material suppliers or any party who may have lien rights against the Project.
- N. Perform periodic observations of the Project at least once a week, or as deemed necessary, to verify: (i) that the materials and labor being furnished are according to the plans, specifications and contract documents, (ii) that the work being billed for in each payment request is completed in accordance to the plans,



specifications and contract documents, (iii) that the contractor's time schedule is being maintained, as shown as attached to the construction contract, and (iv) that the costs are in line with the Owner's budget.

- O. Assist Owner and Architect in the preparation of punch lists for the Project, coordinate and assist Owner in scheduling the completion of all such corrective work, and participate in all follow up observations.
- P. Monitor schedule and budget and provide regular updates to involved parties.
- Q. Facilitate coordination between Town Manager, other Town Staff, Contractor and Engineer.
- R. Provide weekly updates to Town representatives on pending action items.
- S. Facilitate procurement of services outside of Developer, if required
- T. Other services as needed

2. **Post-Construction Services** (All Post-Construction Services are Associated with Future Phases of the Project)

- A. Oversee the final building commissioning of all mechanical, electrical and plumbing systems.
- B. Oversee the final commissioning of the building envelope.
- C. Coordinate the installation of any Owner Furnished Equipment
- D. Assemble documentation for operations and maintenance manuals, as-built documents to include in a final digital project manual.
- E. Address critical warranty issues as they arise during the 12-month warranty period.
- F. Perform the warranty walk-through and punch list 11 months after substantial completion and make notification to the Constructor of any outstanding warranty issues.

COMPENSATION

We are excited to continue helping the Town of Cedar Lake in the achievement of their goals and look forward to being an extension of your staff on a daily basis. As we discussed, we would recommend compensation for services rendered be billed as a fixed fee and invoiced monthly (in arrears). Full payment of invoices is due within 30 days from invoice date. Below, is the fixed fee with an estimated breakdown of how we anticipate the fee schedule to be distributed over the life of the project. The actual schedule and breakdown of the fee is subject to change as the project scope, schedule, and level of effort is more clearly defined.

Phase I – Visioning / Concept Design\$11,500

Phase II - Schematic Design\$18,500

Phase III– Design Development and Construction Documents (Estimated @ \$46,500)STBD

Phase IV - V – Bidding and Construction through Warranty.....\$TBD

Subtotal Total: \$30,000

Project Total for Owners Representative Services: TBD

2023	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000

OWNER'S REP

ENGINEERING

REAL ESTATE

GOVERNMENT SERVICES



VERIDUS
GROUP

6280 N. SHADELAND AVENUE SUITE 4
INDIANAPOLIS IN 46220
WWW.THEVERIDUSGROUP.COM

REIMBURSABLE EXPENSES

The following expenses will be considered reimbursable and will be invoiced at their direct cost on the monthly invoices. We would recommend that an allowance of \$5,000 be identified for such costs.

- A. Reproduction services for plans and specifications
- B. Overnight postage, certified mail, and delivery services
- C. Permit or applications fees as paid by Veridus
- D. Project-related mileage at the current federal rate

If payment is not made within 30 days of the date when the payment is due, we may, at our option, and effective upon the delivery of written notice of our intention to do so, terminate the contract or suspend further performance of our services under the contract, and we shall have no liability for delay or damage that results from the termination of the contract or suspension of services.

Mr. Salatas, we thank you for this opportunity and look forward to working with you on this project. The fees for services contained in this proposal are valid for one year from the date of this letter. If the terms of this proposal and the attached Standard Terms and Conditions are agreeable, we will prepare the required agreement and begin the work.

If you have any questions, please feel free to contact our office at (317) 598-6647.

Sincerely,

Veridus Group, Inc.



David Rainey
Director
drainey@theveridusgroup.com

Accepted

Date

QUIT-CLAIM DEED

This indenture witnesseth that **LBL DEVELOPMENT LLC**, release and quit-claims to **TOWN OF CEDAR LAKE, INDIANA**, for and in consideration of Ten Dollars and all other good and valuable consideration, the receipt of which is hereby acknowledged, the following Real Estate in Lake County in the State of Indiana, to-wit:

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 9 WEST OF SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, BOUNDED ON THE NORTH BY THE SOUTH LINE OF CEDAR POINTE RIDGE AND ON THE EAST, SOUTH AND WEST BY AN ARC OF A CURVE WITH A RADIUS OF 100.00 FEET, AND THE CENTER POINT THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26; THENCE SOUTH 00 DEGREES 16 MINUTES 33 SECONDS WEST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 251.24 FEET TO THE SOUTHWEST CORNER OF SAID CEDAR POINTE RIDGE; THENCE SOUTH 88 DEGREES 37 MINUTES 19 SECONDS EAST, ALONG THE SOUTH LINE OF SAID CEDAR RIDGE POINTE, 482.45 FEET; THENCE SOUTH 01 DEGREES 22 MINUTES 41 SECONDS WEST, 35.40 FEET TO THE CENTER OF A WELL HEAD, BEING THE CENTER OF SAID ARC OF CURVE.

Commonly known as: 13621 Morse St., Cedar Lake, Indiana 46303

Parcel Number: part of 45-15-26-253-001.000-043

Subject to all unpaid real estate taxes and assessments for 2022 payable in 2023, and for all real estate taxes and assessments for all subsequent years. All covenants, easements, rights-of-way, building lines, highways, roads, streets, alleys and other restrictions of beneficial use and enjoyment of record, and all facts and matters affecting legal and equitable ownership and possession of the real estate which would be, or should have been, revealed and disclosed by an accurate survey of the real estate described above.

The undersigned Person executing this Deed represents and certifies on behalf of the Grantor, that the undersigned is a duly authorized manager of the Grantor and has been fully empowered by proper Resolution, or the Operating Agreement of the Grantor, to execute and deliver this Deed; that the Grantor is a Limited Liability Company in good standing in Indiana; that the Grantor has full entity capacity to convey the real estate described, and that all necessary entity action for the making of this conveyance has been duly taken. Grantor does hereby certify that no gross income tax is due by virtue of this conveyance.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed this 23RD day of June, 2023.

LBL Development LLC
By its manager, *Lotton Development, Inc.*,

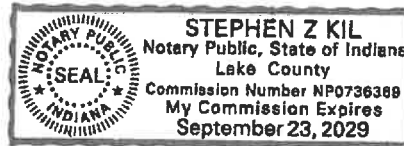
By: [Redacted]
John Lotton, President

STATE OF INDIANA)
COUNTY OF LAKE) SS:

Before me, a Notary Public in and for said County and State, personally appeared John Lotton, President of Lotton Development, Inc., Manager of LBL Development LLC, and acknowledged execution of the foregoing Deed for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 23RD day of JUNE, 2023.

[Redacted]
Notary Public



Mail tax bills to: Town of Cedar Lake, Attn: Clerk-Treasurer, 7408 Constitution Ave., Cedar Lake, Indiana 46303

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

**SALES DISCLOSURE FORM**

State Form 46021 (R13 / 12-21)

Prescribed by Department of Local Government Finance

Pursuant to IC 6-1.1-5.5

SDF ID

County	Year	Unique ID

PRIVACY NOTICE: The telephone numbers and Social Security numbers of the parties on this form are confidential according to IC 6-1.1-5.5-3. Do NOT place personally identifiable information (e.g. consulate numbers, passport numbers; government ID numbers, etc.) on this form as it may become publicly available.

NOTE: All questions must be answered to the best of the individual's ability. If the question does not apply, write "N/A" in the space provided. If the information requested is unknown, leave the space provided blank. Failure to provide a response for the *italicized fields* shall not result in the rejection of the underlying conveyance document by local officials.

INSTRUCTIONS: For additional information on how to complete this form, see the Sales Disclosure Form Instructions.

PART 1 – To be completed by BUYER/GRANTEE and SELLER/GRANTOR**A. PROPERTY TRANSFERRED – Must be conveyed on a single conveyance document (Additional contiguous properties can be listed on Page 5.)**

1. Parcel Number or Tax Identification Number	Check all boxes applicable to parcel.	5. Complete Address of Property	6. Complete Tax Billing Address (if different from property address)
A.) 45-15-26-253-001.000-043	<input checked="" type="checkbox"/> 2. Split <input checked="" type="checkbox"/> 3. Land <input type="checkbox"/> 4. Improvement	13621 Morse St., Cedar Lake, Indiana 46303	

7. Legal Description of Parcel: **See legal description on attached Exhibit A.**

B. CONDITIONS – Check only those that apply.

If condition 1 applies, filer is subject to disclosure and a disclosure filing fee.

YES NO CONDITION

☐ ☒ 1. A transfer of real property interest for valuable consideration.

☐ ☒ 2. Buyer is an adjacent property owner.

☒ ☐ 3. Vacant land (No structures on land)

☐ ☒ 4. Exchange for other real property ("Trade")
Parcel Number of traded property: _____

☐ ☒ 5. Land contract.

Contract term (YYYY-YYYY): _____

Contract date (MM/DD/YYYY): _____

☐ ☒ 6. Partial interest. Describe: _____

YES NO CONDITION

☐ ☒ 7. Easements or right-of-way grants. (Please note that: (i) public utility/governmental easements; or (ii) rights-of-way that do not transfer fee simple; do not require a sales disclosure form. See the instructions for more information.)

If conditions 8-10 apply, filers are subject to disclosure, but not to the disclosure filing fee.

☐ ☒ 8. Document for compulsory transactions as a result of foreclosure or express threat of foreclosure, divorce, court order, judgment, condemnation, eminent domain, or probate.

☐ ☒ 9. Documents involving the partition of land between tenants in common, joint tenants, or tenants by entirety.

☒ ☐ 10. Transfer to a charity, not-for-profit organization, or governmental entity or agency.

C. TRANSACTION DETAILS – Complete only those that apply.

YES NO CONDITION	YES NO	6. Transaction includes multiple Sales Disclosure Forms?
<input type="checkbox"/> <input checked="" type="checkbox"/> 1. Sheriff Sale or Tax Sale	<input type="checkbox"/> <input checked="" type="checkbox"/>	SDF Form 1 of 1
<input type="checkbox"/> <input checked="" type="checkbox"/> 2. Short Sale		7. Date conveyance document signed (MM/DD/YYYY): _____
<input checked="" type="checkbox"/> <input type="checkbox"/> 3. Quitclaim Deed		8. Approximate number of days property was on the market: ^{na} _____
<input type="checkbox"/> <input checked="" type="checkbox"/> 4. Auction		9. Total number of parcels on this disclosure: 1 (If there is more than one (1) parcel, see Page 5.)
5. Other: _____		10. Select the type(s) of property below and fill out corresponding page(s). Check all that apply.
	<input checked="" type="checkbox"/> Residential (Complete Page 2, Sec. D-E)	<input type="checkbox"/> Agricultural (Complete Page 2, Sec. D-E)
	<input type="checkbox"/> Commercial (Complete Page 2, Sec. F-G)	<input type="checkbox"/> Industrial (Complete Page 2, Sec. F-G)

RESIDENTIAL OR AGRICULTURAL PROPERTY


D. SALES DATA – Complete only those that apply.		
<input type="checkbox"/> Information contained in question 3 is confidential and non-disclosable under IC § 5-14-3-4		
YES	NO	CONDITION
<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Changes to the property between Jan. 1 and sale date? Describe: _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Property is a residential rental property.
3. Planned use of the property? Describe: _____		
E. FINANCE DATA – Complete only those that apply.		
1. Sales Price: <u>na</u>		YES NO CONDITION
2. Personal Property included in transfer. Amount: <u>0</u>		<input type="checkbox"/> <input checked="" type="checkbox"/> 6. Is the seller financing the sale? (If yes, answer questions 7-8)
3. Seller paid points/closing costs. Amount: <u>0</u>		<input type="checkbox"/> <input type="checkbox"/> 7. Is buyer/borrower personally liable for loan?
4. Existence of family or business relationship between the buyer and the seller. Amount of discount (if any): \$ <u>na</u>		<input type="checkbox"/> <input type="checkbox"/> 8. Is this a mortgage loan?
5. Describe any less-than-complete ownership interest and terms of seller financing. <u>na</u>		<input type="checkbox"/> <input checked="" type="checkbox"/> 9. Was an appraisal done?

COMMERCIAL OR INDUSTRIAL PROPERTY

F. SALES DATA – Complete only those that apply.		
<input type="checkbox"/> Information contained in question 3 is confidential and non-disclosable under IC § 5-14-3-4.		
YES	NO	CONDITION
<input type="checkbox"/>	<input type="checkbox"/>	1. Changes to the property between Jan. 1 and sale date? Describe: _____
<input type="checkbox"/>	<input type="checkbox"/>	2. Property is a residential rental property.
3. Planned use of the property? Describe: _____		
G. FINANCE DATA – Complete only those that apply.		
<input type="checkbox"/> Information contained in questions 2-13 is confidential and non-disclosable under IC § 5-14-3-4 and IC § 6-1.1-35-9		
1. Sales price. Amount: _____		9. How was the sale financed? (Check any that apply)
Check only those conditions that apply.		<input type="checkbox"/> All Cash <input type="checkbox"/> Seller Financing <input type="checkbox"/> Construction Loan
YES	NO	CONDITION
<input type="checkbox"/>	<input type="checkbox"/>	2. Sale price included an existing business?
<input type="checkbox"/>	<input type="checkbox"/>	3. Sale price included a liquor license?
<input type="checkbox"/>	<input type="checkbox"/>	4. Transaction was part of a portfolio sale?
<input type="checkbox"/>	<input type="checkbox"/>	5. Any part of the property was leased at time of sale?
<input type="checkbox"/>	<input type="checkbox"/>	6. Sale included property receiving an abatement?
<input type="checkbox"/>	<input type="checkbox"/>	7. Appraisal was completed for the sale? Appraisal Value \$ _____
<input type="checkbox"/>	<input type="checkbox"/>	8. Sale included property in a Tax Increment Finance (TIF) District?
		<input type="checkbox"/> Mortgage Loan <input type="checkbox"/> Sale Leaseback <input type="checkbox"/> Small Business Loan
		10. How was property marketed? <input type="checkbox"/> Word of mouth <input type="checkbox"/> List with broker <input type="checkbox"/> For sale sign <input type="checkbox"/> Buyer approached
		11. Special Circumstances? (Check any that apply)
		<input type="checkbox"/> Sale between same business entity <input type="checkbox"/> Sale in lieu of foreclosure <input type="checkbox"/> Sold at auction
		<input type="checkbox"/> Trade of equipment or services <input type="checkbox"/> Sale of partial interest
		12. Value of personal property included: \$ _____
		13. Value of intangible personal property included: \$ _____

RELIGIOUS USE PROPERTY TAX EXEMPTION

Is the property being transferred going to continue to be used by a church or religious society for the same property tax exempt purposes provided by IC 6-1.1-21-10(e)?	YES	NO
	<input type="checkbox"/>	<input checked="" type="checkbox"/>

H. PREPARER																																				
Preparer of the Sales Disclosure Form Timothy R. Kuiper		Title Attorney																																		
Company Austgen Kuiper Jasaitis P.C.		E-mail address tkuiper@austgenlaw.com	Telephone number (219) 663-5600																																	
Address (number and street, city, state, country, and ZIP Code) 130 N. Main Street, Crown Point, Indiana 46307																																				
I. SELLER(S)/GRANTOR(S)																																				
Seller 1 – Name as it appears on conveyance document LBL Development LLC		Seller 2 – Name as appears on conveyance document																																		
Address (number and street) 14400 Lakeshore Dr.		Address (number and street)																																		
City, state, and ZIP Code Cedar Lake, Indiana 46303		City, state, and ZIP Code																																		
Country USA		Country																																		
E-mail address	Telephone number (219) 313-3953	E-mail address	Telephone number ()																																	
Under penalties of perjury, I hereby certify this Sales Disclosure, to the best of my knowledge and belief, is true, correct and complete as required by law, and is prepared in accordance with IC 6-1.1-5.5. A person who knowingly and intentionally falsifies the value of transferred real property, or omits or falsifies any information required to be provided, commits a Level 5 felony.																																				
Signature of Seller 		Signature of Seller																																		
Printed Name of Seller John T. Loton, Manager		Date signed (mm/dd/yyyy) 06/23/2023																																		
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J. BUYER(S)/GRANTEE(S) – APPLICATION FOR PROPERTY TAX DEDUCTIONS – IDENTIFY ALL THAT APPLY																																				
Buyer 1 – Name as it appears on conveyance document Town of Cedar Lake, Indiana		Buyer 2 – Name as it appears on conveyance document																																		
Address (number and street) 7408 Constitution Ave.		Address (number and street)																																		
City, state, and ZIP Code Cedar Lake, Indiana 46303		City, state, and ZIP Code																																		
Country USA		Country																																		
E-mail address	Telephone number ()	E-mail address	Telephone number ()																																	
Pursuant to IC 6-1.1-12-44, the Sales Disclosure Form may be used to apply for certain deductions. Identify all of those that apply:																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>YES</th> <th>NO</th> <th>CONDITION</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>1. Will this property be the buyer's primary residence?</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>2. Does the buyer have a homestead to be vacated for this residence? If yes, provide address:</td> </tr> <tr> <td colspan="3">Address (number and street)</td> </tr> <tr> <td colspan="3">City, state, ZIP code, and county</td> </tr> </tbody> </table>		YES	NO	CONDITION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Will this property be the buyer's primary residence?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Does the buyer have a homestead to be vacated for this residence? If yes, provide address:	Address (number and street)			City, state, ZIP code, and county			<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>YES</th> <th>NO</th> <th>CONDITION</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>3. Homestead</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>4. Solar Energy Heating or Cooling System</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>5. Wind Power Device</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>6. Hydroelectric Power Device</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td>7. Geothermal Energy Heating or Cooling Device</td> </tr> </tbody> </table>		YES	NO	CONDITION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Homestead	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Solar Energy Heating or Cooling System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. Wind Power Device	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6. Hydroelectric Power Device	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7. Geothermal Energy Heating or Cooling Device
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Under penalties of perjury, I hereby certify that this Sales Disclosure, to the best of my knowledge and belief, is true, correct and complete as required by law, and is prepared in accordance with IC 6-1.1-5.5. A person who knowingly and intentionally falsifies the value of transferred real property, or omits or falsifies any information required to be provided, commits a Level 5 felony. (Note: Both spouse's Information, SSN/Driver's License/ID/Other Number is necessary if a Homestead Deduction is being filed.)																																				
Signature of Buyer 1		Signature of Buyer 2/Spouse																																		
Printed Legal Name of Buyer 1		Printed Legal Name of Buyer 2/Spouse																																		
Sign Date (MM/DD/YY)		Sign Date (MM/DD/YY)																																		
Last 5 Digits of Buyer 1 SSN/Driver's License/ID/Other Number		Last 5 Digits of Buyer 2/Spouse SSN/Driver's License/ID/Other Number																																		

PART 2 – COUNTY ASSESSOR

The county assessor must verify and complete items 1 through 14 and stamp the sales disclosure form before sending it to the auditor:

	1. Property (Parcel Number)	2. AV of Land	3. AV of Improvement	4. Value of Depreciable Personal Property		
A.)						
	5. AV Total	6. Property Class Code	7. Neighborhood Code	8. Tax District	9. Acreage	
A.)						
Assessor Stamp		10. Identify physical changes to property between the assessment date and the date of sale: _____ _____ _____ _____ _____		YES	NO	CONDITION
				<input type="checkbox"/>	<input type="checkbox"/>	11. Is form completed?
				<input type="checkbox"/>	<input type="checkbox"/>	12. State sales disclosure fee required?
				13. Date of sale (mm/dd/yyyy): _____		
				14. Date form received (mm/dd/yyyy): _____		

Items 15 through 18 are to be completed by the assessor when validating this sale:

15. If applicable, identify any additional special _____ _____ _____ _____ _____	YES	NO	CONDITION
	<input type="checkbox"/>	<input type="checkbox"/>	16. Sale valid for trending?
	<input type="checkbox"/>	<input type="checkbox"/>	17. Validation of sale complete?
	18. Validated by: _____		

PART 3 – COUNTY AUDITOR

Auditor Stamp	1. State sales disclosure fee amount collected: \$ _____	YES	NO	CONDITION
	2. Other local fee: \$ _____	<input type="checkbox"/>	<input type="checkbox"/>	6. Is form completed?
	3. Total fee collected: \$ _____	<input type="checkbox"/>	<input type="checkbox"/>	7. Is state sales disclosure fee collected?
	4. Auditor receipt book number: _____	<input type="checkbox"/>	<input type="checkbox"/>	8. Attachments complete?
	5. Date of transfer (mm/dd/yyyy): _____			

PART 4 – RECEIPT FOR STATEMENT OF DEDUCTION OF ASSESSED VALUATION

SDF ID	SDF Date (mm/dd/yyyy)	Buyer 1 – Name as appears on conveyance document	
Parcel number		Address of Property (number and street)	
Check those deductions for which the individual has applied:		City, state, and ZIP Code of property	
<input type="checkbox"/> Homestead	<input type="checkbox"/> Solar Energy	<input type="checkbox"/> Wind Power	Auditor Signature
<input type="checkbox"/> Hydroelectric	<input type="checkbox"/> Geothermal		
		Date (mm/dd/yyyy)	

A person who knowingly and intentionally falsifies value of transferred real property, or omits or falsifies any information required to be provided in the sales disclosure form, commits a Level 5 felony.

**SALES DISCLOSURE PART 1(A)**

State Form 55632 (R / 12-21)

SDF ID

--	--	--

County

Year

Unique ID

PRIVACY NOTICE: The telephone numbers and Social Security numbers of the parties on this form are confidential according to IC 6-1.1-5.5-3. Do NOT place personally identifiable information (e.g. consulate numbers, passport numbers; government ID numbers, etc.) on this form as it may become publicly available.

PART 1 – To be completed by BUYER/GRANTEE and SELLER/GRANTOR**A. PROPERTY TRANSFERRED – Must be conveyed on a single conveyance document.**

(Multiple parcels can be listed on this form and attached to State Form 46021 only if they are contiguous and located entirely within a single taxing district.)

1. Parcel Number or Tax Identification Number	Check all boxes applicable to parcel <input type="checkbox"/> 2. Split <input type="checkbox"/> 3. Land <input type="checkbox"/> 4. Improvement	5. Complete Address of Property	6. Complete Tax Billing Address (if different from property address)
B.)	<input type="checkbox"/> 2. Split <input type="checkbox"/> 3. Land <input type="checkbox"/> 4. Improvement		
7. Legal Description of Parcel B:			
C.)	<input type="checkbox"/> 2. Split <input type="checkbox"/> 3. Land <input type="checkbox"/> 4. Improvement		
7. Legal Description of Parcel C:			
D.)	<input type="checkbox"/> 2. Split <input type="checkbox"/> 3. Land <input type="checkbox"/> 4. Improvement		
7. Legal Description of Parcel D:			
E.)	<input type="checkbox"/> 2. Split <input type="checkbox"/> 3. Land <input type="checkbox"/> 4. Improvement		
7. Legal Description of Parcel E:			
F.)	<input type="checkbox"/> 2. Split <input type="checkbox"/> 3. Land <input type="checkbox"/> 4. Improvement		
7. Legal Description of Parcel F:			
G.)	<input type="checkbox"/> 2. Split <input type="checkbox"/> 3. Land <input type="checkbox"/> 4. Improvement		
7. Legal Description of Parcel G:			
H.)	<input type="checkbox"/> 2. Split <input type="checkbox"/> 3. Land <input type="checkbox"/> 4. Improvement		
7. Legal Description of Parcel H:			

Exhibit A

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 9 WEST OF SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, BOUNDED ON THE NORTH BY THE SOUTH LINE OF CEDAR POINTE RIDGE AND ON THE EAST, SOUTH AND WEST BY AN ARC OF A CURVE WITH A RADIUS OF 100.00 FEET, AND THE CENTER POINT THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26; THENCE SOUTH 00 DEGREES 16 MINUTES 33 SECONDS WEST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 251.24 FEET TO THE SOUTHWEST CORNER OF SAID CEDAR POINTE RIDGE; THENCE SOUTH 88 DEGREES 37 MINUTES 19 SECONDS EAST, ALONG THE SOUTH LINE OF SAID CEDAR RIDGE POINTE, 482.45 FEET; THENCE SOUTH 01 DEGREES 22 MINUTES 41 SECONDS WEST, 35.40 FEET TO THE CENTER OF A WELL HEAD, BEING THE CENTER OF SAID ARC OF CURVE.



July 15, 2023

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

Attention: Jennifer Sandberg – Clerk-Treasurer

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

Dear Town Council Members:

Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Pay Request #2 in the amount of \$212,752.53 submitted by Dredge America, Inc. dated July 4, 2023. Based on the completed and observed work to date, CBBEL recommends payment in the following amount:

Total Improvements:	This Estimate	To Date
Value of Work Completed:	\$236,391.70	\$718,891.70
Less Retainage:	\$23,639.17	\$71,889.17
Balance:	212,752.53	\$647,002.53
Less Previous Payments:	n/a	\$434,250.00
Amount Due This Payment:	\$212,752.53	\$212,752.53

Please find attached copies of Invoice #2 from Dredge America, Inc. and the Pay Estimate #2 Report from CBBEL. Dredge quantities are estimated. An as-built survey will be required at the "close-out" of each dredge area as noted in the construction plan set. Any adjustments to the dredge sediment quantity for each area will be made at that time and as necessary. Dredge America, Inc. has included the attached letter acknowledging receipt of Invoice #1 payment.

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

P:\Cedar Lake\220178 - SDF Construction Observation\Stage 2 Pay Apps\#2\Dredge CBBEL Pay App Review #2_071523.docx

TOWN OF CEDAR LAKE, IN
CEDAR LAKE DREDGING

CONTRACTOR: Dredge America, Inc.
DATE: 7/15/2023
ESTIMATE NO. 2
PROJECT: Cedar Lake Dredging
PROJECT #: 220178

CBBEL PAY ESTIMATE REPORT

ITEM	DESCRIPTION	CONTRACT QUANTITY	UNIT OF MEASURE	UNIT PRICE	CONTRACT COST	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY TO DATE	PERCENT UTILIZED	CONTRACT AMOUNT TO DATE
1	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 675,000.00	\$ 675,000.00	0.00	\$ -	0.70	70.0%	\$ 472,500.00
2	CONSTRUCTION ENGINEERING	1	LS	\$ 100,000.00	\$ 100,000.00	0.00	\$ -	0.10	10.0%	\$ 10,000.00
3	AS-BUILT SURVEY	1	LS	\$ 100,000.00	\$ 100,000.00	0.00	\$ -	0.00	0.0%	\$ -
4	OPERATION, MAINTENANCE, MONITORING, TESTING OF THE SDF	1	LS	\$ 100,000.00	\$ 100,000.00	4.638%	\$ 4,638.00	0.05	4.6%	\$ 4,638.00
5	DREDGING SEDIMENT	439.090	CYS	\$ 11.38	\$ 4,996,844.20	20,365.00	\$ 231,753.70	20,365.00	4.6%	\$ 231,753.70
						TOTAL	\$ 236,391.70		TOTAL	\$ 718,891.70
Awarded Contract Value: \$ 5,975,000.00										
Current Contract Value: \$ 5,971,844.20										
Current Awarded CO Value: --										
Projected Total CO's Value: --										
Percent Complete (Awarded): 12.03%										
Percent Complete (Current): 12.04%										
ORIGINAL CONTRACT										
TOTAL CHANGE ORDERS										
REVISED CONTRACT										
COMPLETED TO DATE										
RETAINAGE 10.00%										
TOTAL EARNED LESS RETAINAGE										
LESS PREVIOUS REQUESTS										
CURRENT AMOUNT DUE										
										\$ 212,752.33

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

(816) 330-3100

INVOICESOLD TO:
Town of Cedar Lake
P.O. Box 707
7408 Constitution Avenue
Cedar Lake, IN 46303INVOICE NUMBER 3288
INVOICE DATE June 30, 2023
PURCHASE ORDER NO
ORDERED BY
TERMS NET 30
DUE DATE July 30, 2023SHIPPED TO:
Cedar Lake
Cedar Lake, IN 46303

ITEM NO	DESCRIPTION OF WORK	CURRENT QUANTITY	UNIT PRICE	WORK COMPLETED PREVIOUS APPLICATION	WORK COMPLETED CURRENT APPLICATION
	Dredging Improvements to Cedar Lake, Lake County, IN				
1	Mobilization/Demobilization	0.00	\$ 675,000.00	\$ 472,500.00	\$ -
2	Construction Engineering	0.00	\$ 100,000.00	\$ 10,000.00	\$ -
3	As-Built Survey	0.00	\$ 100,000.00	\$ -	\$ -
4	Operation, Maintenance, Monitoring & Testing of the SDF	0.00	\$ 100,000.00	\$ -	\$ 4,638.00
5	Dredging Sediment	20365.00	\$ 11.38	\$ -	\$ 231,753.70
			Totals	\$ 482,500.00	
				SUBTOTAL	\$ 236,391.70
				RETAINAGE	(23,639.17)
				SALES TAX	0.00
					\$212,752.53
					PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Keely Brock
(816) 330-3100
email: keely@dredgeamerica.comELECTRONIC PAYMENT INSTRUCTIONS:
Dredge America, Inc.
Wells Fargo
Acct #8435227361
Routing #101089292**THANK YOU FOR YOUR BUSINESS!**

RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

Dated: 07/15/2023

The undersigned hereby acknowledges receipt of the sum of \$ 434,250.00.

CHECK ONLY ONE:

☐

1) As partial payment for labor, skill, and material furnished;

☒

2) As payment for all labor, skill, and material furnished or to be furnished (except the sum of \$ 48,250.00 to be held as retainage or holdback of payment).

☐

3) As full and final payment for all labor, skill, and material furnished to be furnished to the following described real property:

Property/Project Name:	State 2 - Cedar Lake Dredging
Address:	Cedar Lake
City, State, Zip:	Cedar Lake, IN 46303

and for the value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill, or material furnished to said real property [only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked]. The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors by the undersigned have been paid in full, EXCEPT:

Subcontract Name	Amount Outstanding	Scope of Work

Company: Dredge America, Inc.

Signed: 

Name: Keely Brock

Its: CFO

Date: 07/15/2023

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership it must be signed by a partner.

Please return this lien waiver to:

Donald Oliphant - Christopher B. Burke Engineering, Ltd.

Peterson Consulting Services, Inc.

Capital Asset Reporting Services for State and Local Governments

Please Note Our New Address

512 West Burlington Ave, Suite 1A
La Grange, Illinois 60525-2284
708/937-9104 Direct
708/310-0185 Cell
jon.peterson@pcsi-consulting.com

July 13, 2023

Ms. Jennifer N. Sandberg
Clerk-Treasurer
Town of Cedar Lake
7408 Constitution Avenue
Cedar Lake, Indiana 46303

CONFIDENTIAL

Dear Ms. Sandberg,

By this letter we propose to assist the Town of Cedar Lake, Indiana, in preparing a GASB 34 compliant capital asset report for the fiscal year ending December 31, 2023. This report will include the Town's general infrastructure, water and wastewater utilities and its general infrastructure.

Engagement Activities

In this engagement, we will:

- Provide further review of the requirements of GASB Statement No. 34 relating to capital assets, if needed
- Prepare capital asset additions using best available data
- Prepare capital asset retirements using best available data
- Develop construction-in-progress (CIP) and assist in capitalizing CIP where appropriate for completed projects
- Prepare capital asset worksheets and summary schedules for fiscal year ending December 31, 2023. These schedules will reflect the following asset accounts:
 - Infrastructure
 - Land
 - Land Improvements
 - Buildings

- Machinery and Equipment
 - Vehicles
 - Software
 - Water Utility
 - Wastewater Utility
- Prepare a Consolidated Summary schedule indicating, in total, Cedar Lake's 2023 capital asset beginning balances, asset additions, asset retirements, year-end asset balances and, where appropriate, depreciation amounts for all asset accounts and functional classes. We will also include a Gateway Summary Schedule that will assist you in filing your FY 2023 Indiana Gateway report.
- Offer, where indicated, recommendations for enhancing Cedar Lake's capital asset policies and procedures.

Professional Fee

Our fixed fee for performing these services will be **\$3,675**, assuming we perform all work in our offices with no on-site travel.

Limiting Conditions

Our work is also subject to the accompanying limiting conditions included with this letter.

(Continued on Next Page)

Ms. Jennifer N. Sandberg
July 13, 2023
Page 3

CONFIDENTIAL

We appreciate this opportunity to offer this proposal for services. We hope to work with you and your staff in serving the citizens of Cedar Lake, Indiana.

Please feel free to contact me directly at 708/937-9104 if you have any questions.

Very truly yours,

Peterson Consulting Services, Inc.



Jon C. Peterson, CPA

Engagement Acceptance

Signature:

Name:

Title:
Town of Cedar Lake, Indiana

Date:

Peterson Consulting Services, Inc.

STATEMENT OF LIMITING CONDITIONS

- Our services are intended to assist your government in reporting its capital assets for financial reporting purposes.
- Our services also include facilitating and establishing and maintaining necessary capital asset information.
- Our services do not constitute an appraisal, opinion, or other attestation. Information provided by you is presumed reliable, reasonably accurate, and complete. We will not undertake an audit or other verification of the information and will not attest to its accuracy or completeness. We assume no responsibility for errors and omissions contained in data we are given.
- We do not generally maintain copies of invoices or other client records that support asset costs paid by client to outside contractors/vendors. The client retains responsibility for maintaining these types of records. We do, however, retain records for asset costs that we develop as part of our engagement work.
- No opinion regarding technical matters including, but not limited to, accounting, appraisal, insurance, engineering, or regulatory issues is offered with this service. Clients are advised to seek the advice of competent specialized professionals regarding these matters.
- The client retains responsibility for filing its capital assets information with various regulatory agencies.
- When our work is complete, our work papers and files developed during this service will be retained for a period of three years.