



TOWN COUNCIL PUBLIC MEETING AGENDA

August 15, 2023 - 7:00 PM

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

CALL TO ORDER/ROLL CALL:

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

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

PUBLIC HEARINGS:

1. **Ordinance No. 1456, Public Way Vacation Continued Public Hearing – Rago**
1. **Ordinance No. 1437, Annexation Ordinance** (*introductory reading on March 21, 2023*)

PUBLIC COMMENT (*on agenda items*):

CONSENT AGENDA:

1. **Claims:** All Town Funds: \$273,858.76; Wastewater Operating: \$66,488.56; Water Utility: \$53,757.65; Storm Water: \$12,621.55; Payroll: 8/3/2023 - \$378,446.15; and July Remittances \$210,867.16
2. **Manual Journal Entries:** July 1, 2023 – July 31, 2023
3. **Donations: Police Department Donation:** \$50, Walter Keilman. **K9 Program Donations:** \$1000 donations: FOP #125, FOP #173, and Richard Henn; \$150 donation: Law Office of Roy Dominguez; \$100 Donations: Yvonne Hogan-Foster and White Custom Concrete; \$50 donations: David Kubiszewski and Kimberly George; \$34.96 donation: Isabel Szymczak; and \$25 donation Natash Kubiszewski

ORDINANCES & RESOLUTIONS:

1. **Ordinance No. 1448** – Building Department Escrow Fees (*1st reading 8-1-23, approved 4-2 vote*)
2. **Ordinance No. 1467** – Establishing Kiwanis Dog Park Activity Fees

NEW BUSINESS:

1. CBBEL Construction Observation Agreement for the Morse Street and Shades Projects
2. Disbursement Request No. 4 from 2022A Project Construction Fund No 1001031163 **in the amount of \$4,020.74**
3. Disbursement Request No. 3 from 2022B Project Construction Fund No 1001031164 **in the amount of \$7,677.67**

REPORTS:

1. Town Council
2. Town Attorney
3. Clerk-Treasurer

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

WRITTEN COMMUNICATION:

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

PUBLIC COMMENT:

ADJOURNMENT:

PRESS SESSION:

NEXT MEETING: Tuesday, September 5, 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

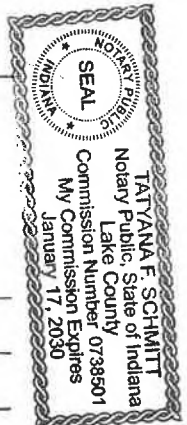
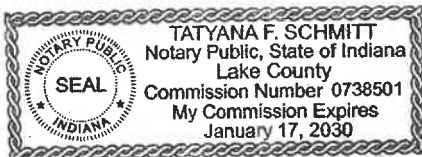
COUNTY OF LAKE

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

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

Date: July 5, 2023

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

7/10 - #####

HSPAXLP

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO: 1437

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

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Council"), seeks to Annex certain real estate to the Town of Cedar Lake (hereinafter, the "Town"), which real estate is presently owned by the Town; and

WHEREAS, the parcels of real estate that the Town Council seeks to Annex is approximately sixty (60) acres of land, and is not contiguous to the corporate municipal boundaries of the Town; and

WHEREAS, because the real estate that the Town Council seeks to Annex contains a wastewater treatment facility, the Town Council is authorized by I.C. §36-4-3-4(a)(2) to annex said real estate by Ordinance; and

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

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

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

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

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

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

SECTION FOUR: That the parcel of real estate brought to be annexed will be assigned to Ward 5 as a voting district in the Town of Cedar Lake, Lake County, Indiana, pursuant to the applicable provisions of I.C. §36-4-3-4(g), as amended.

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

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

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

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

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

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

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

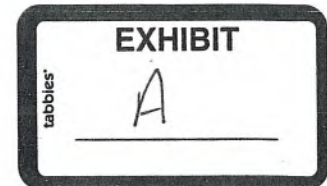
ATTEST:

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

The North half of the Northeast Quarter of Section 14, Township 33 North, Range 9 West of the 2nd Principal Meridian, except the West 60 acres thereof; Also a part of the Southeast Quarter of Section 11, Township 33 North, Range 9 West of the 2nd Principal Meridian, more particularly described as follows: Commencing at the Southeast corner of said Section 11, and running thence West along the South line of said Section 2650.22 feet to the Southwest corner of said Southeast Quarter; thence North along the West line of said Southeast Quarter 666.50 feet; thence East 2650.03 feet to a point on the East line of said Section 11, which is 656 feet North of the place of beginning thence South 656 feet to the place of beginning, except the following described two parcels:

Parcel No. 1: Beginning at a point on the West line of the Southeast Quarter of Section 11, which said point is 201.50 feet North of the Southwest corner of said Southeast Quarter; thence continuing North along said West line of said Southeast Quarter a distance of 227.5 feet; thence East 380 feet; thence South 227.5 feet; thence West 380 feet to the place of beginning.

Parcel No. 2: Beginning at a point on the West line of the Southeast Quarter of Section 11, which said point is 566.5 feet North of the Southwest corner of said Southeast Quarter; thence continuing North along said West line of said Southeast Quarter a distance of 100.0 feet; thence East 380 feet; thence South 100 feet; thence West 380 feet to the place of beginning, all in Lake County, Indiana



TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

RESOLUTION NO. 1339

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, APPROVING AND ADOPTING THE FISCAL PLAN FOR THE ANNEXATION OF CERTAIN REAL PROPERTY COMMONLY KNOWN AS THE CEDAR LAKE FLUME PROPERTY, IN LAKE COUNTY, INDIANA, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town of Cedar Lake, Lake County, Indiana (hereinafter, "Petitioner"), has filed a Voluntary Petition for Annexation of certain real property to the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "TOWN"), more specifically, the subject parcel sought to be annexed is a parcel containing easement, infrastructure, facilities, and property of the Town used exclusively for the Town Wastewater Collection System and Municipal Sewer Utility; and

WHEREAS, Petitioner has submitted a Fiscal Plan for its Voluntary Annexation Petition, pursuant to the provisions of I.C. §36-4-3-4(a)(2), as amended; and

WHEREAS, the Voluntary Petition for Annexation seeks the annexation of the aforesaid described certain real property into the TOWN, which parcel(s) of real are commonly known as 16109 Morse Street, Lake County, Indiana, which parcel is legally described on Exhibit "A" attached hereto; and

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

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

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

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

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

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

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

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

Richard Sharpe, Town Council President

John C. Foreman, Town Council Vice-President

Robert H. Carnahan, Town Councilmember

Nick Recupito, Town Councilmember

Colleen Schieben, Town Councilmember

Ralph Miller, Town Councilmember

Julie A. Rivera, Town Councilmember

ATTEST:

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

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED

The North half of the Northeast Quarter of Section 14, Township 33 North, Range 9 West of the 2nd Principal Meridian, except the West 60 acres thereof (PIN 45-19-14-200-012.000-007); Also a part of the Southeast Quarter of Section 11, Township 33 North, Range 9 West of the 2nd Principal Meridian, more particularly described as follows: Commencing at the Southeast corner of said Section 11, and running thence West along the South line of said Section 2650.22 feet to the Southwest corner of said Southeast Quarter; thence North along the West line of said Southeast Quarter 666.50 feet; thence East 2650.03 feet to a point on the East line of said Section 11, which is 656 feet North of the place of beginning thence South 656 feet to the place of beginning, except the following described two parcels:

Parcel No. 1: Beginning at a point on the West line of the Southeast Quarter of Section 11, which said point is 201.50 feet North of the Southwest corner of said Southeast Quarter; thence continuing North along said West line of said Southeast Quarter a distance of 227.5 feet; thence East 380 feet; thence South 227.5 feet; thence West 380 feet to the place of beginning.

Parcel No. 2: Beginning at a point on the West line of the Southeast Quarter of Section 11, which said point is 566.5 feet North of the Southwest corner of said Southeast Quarter; thence continuing North along said West line of said Southeast Quarter a distance of 100.0 feet; thence East 380 feet; thence South 100 feet; thence West 380 feet to the place of beginning, all in Lake County, Indiana (PIN 45-19-11-400-007.000-007)

EXHIBIT B

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

This document is the written Fiscal Plan that establishes a definite policy for the organization and extension of municipal services to the parcel of real property legally described on Exhibit "A" attached hereto (hereinafter "58 +/- acres"), which parcel is being proposed for annexation.

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

Police and fire protection, emergency medical services, solid waste collection, and traffic control will be provided for the health and safety of the area to be annexed, as same is already provided generally. All other non-capital services, such as street maintenance, and all administrative functions of the Town, will be provided such services upon annexation and in the same manner as similar areas are normally provided within the Town of Cedar Lake. As indicated elsewhere in this Fiscal Plan, there are facilities and improvements (infrastructure) anticipated. The supporting documentation indicates a nominal cost to be incurred for providing these services as the 58 +/- acres, with the adjacent development parcels, develop. In the event of such improvements constructed, capture financing, as appropriate, will be utilized for same.

Subject to the provision hereinafter in this Fiscal Plan for provision by the Town of Municipal Services, the Town of Cedar lake shall implement and provide the planned services of a noncapital nature, including police protection, fire protection, street and road maintenance, and other noncapital services normally provided within the Town municipal corporate boundaries immediately upon the effective date of annexation, as such services are already being provided. Furthermore, and also subject to the provisions hereinafter in this Fiscal Plan for provision by the Town for Municipal Services, the Town of Cedar Lake will continue to provide services of a capital nature, including street construction, street lighting, sewer facilities, water facilities, stormwater drainage facilities, as already being provided and as required under the Town of Cedar Lake Sewage Treatment Agreement with the Town of Lowell, as in effect, and planned hereafter. The land use will continue on the subject parcel as presently occurring, and in a manner consistent with federal, state and local laws, procedures, and planning criteria, unless otherwise provided for hereinafter. **The capital services herein referenced will be funded, constructed and/or provided by Developers and/or Petitioner in connection with the development of the subject parcel to be annexed, whether on the subject parcel solely, or in combination with other adjacent parcels, and will be provided as set forth in this Fiscal Plan.**

PROVISIONS FOR MUNICIPAL SERVICES

The municipal services that are normally provided to properties within the municipal corporate boundaries of the Town of Cedar Lake, Lake County, Indiana, will be provided upon annexation, including, but not necessarily limited to:

Police Protection;

Fire Protection;

Emergency Medical Services;

Solid Waste (Garbage Refuse/Receivables) Collection;

Traffic Control;

Streets and Roads;

Streetlights and Signage;

Parks;

General Administrative Functions;

Planning and Building;

Water;

Storm Water Drainage;

Sanitary Sewers; Pursuant to an Agreement with the Town of Lowell, as amended, the Cedar Lake Lowell Wastewater Treatment Plant has sufficient capacity allotted to the Town of Cedar Lake to service the +/- 58 acres to be annexed. Infrastructure necessary to provide a sanitary sewer connection and wastewater treatment service is in existence and operational already;

Other Utilities; Other utilities and services, including NIPSCO, telephone, internet, and cable services are available to the annexation area by multiple service providers.

REVENUES

The total amount of revenues payable to the Town of Cedar Lake, once the development project is completed, will increase in direct proportion to development and increased sewer wastewater usage. Substantial development and corresponding revenue is expected, and being planned.

FINANCIAL SUMMARY OF FISCAL IMPACT OF AREA TO BE ANNEXED

The estimated annual costs to service the area by the Town of Cedar Lake will be nominal in relationship to the 2024 annual budget of the Town of Cedar Lake.

METHOD OF FINANCING PLANNED SERVICES

Noncapital services will continue to be financed by the Town of Cedar Lake General Fund and provided immediately, or as required, depending on the rate of development and need. Capital services, as required, will be funded by the Town Municipal Sewer Utility.

August 15, 2023

ALL TOWN FUNDS	\$273,858.76
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WASTEWATER OPERATING	\$66,488.56
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WATER UTILITY	\$53,757.65
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STORM WATER	\$12,621.55
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PAYROLL 8/3/23	\$378,446.15
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JULY REMITTANCES	\$210,867.16
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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. 1467

**AN ORDINANCE ESTABLISHING AN ACTIVITY FEE
SCHEDULE FOR USAGE OF THE TOWN OF CEDAR LAKE,
LAKE COUNTY, INDIANA, KIWANIS DOG PARK FACILITY,
AND ALL MATTERS RELATED THERETO.**

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Council"), has, in 2023, adopted Town Ordinance No. 1411 establishing a Department of Parks and Recreation for the Town of Cedar Lake pursuant to the applicable provisions of I.C. §36-10; further, the Town Council, upon its adoption of the establishment Ordinance regarding the newly established Town Department of Parks and Recreation, appointed Members to the Town Parks and Recreation Board in conformance with applicable law; further, the Town Department of Parks and Recreation, under the jurisdictional oversight and authority of the Town Parks and Recreation Board, established for such purpose, has undertaken and commenced its duties and responsibilities pursuant to applicable law and enabling Ordinance pertaining to managing, developing, and conducting current and new recreation facilities and programs by the Department; and

WHEREAS, the Town of Cedar Lake, Lake County, Indiana, Parks, and Recreation Board (hereinafter, the "Parks and Recreation Board"), has begun to develop and provide activities in the Town Department of Parks and Recreation for the citizens and residents of Cedar Lake; and

WHEREAS, the Town Parks and Recreation Board has determined that certain of the recreation facilities and programs of the Department require appropriate and identified fees and charges for participation and undertaking, and to that end, the Town Council adopted Ordinance No. 1444 pertaining to the establishment and amendment of an Activity Fee Schedule for activities provided by the Town Department of Parks and Recreation for the citizens of the Town, and;

WHEREAS, the Town Parks and Recreation Board has been informed and advised that the provisions of I.C. §36-10-3-22, et seq, provide for a statutory Town Parks and Recreation Board to charge a reasonable fee for recreation facilities and programs; and

WHEREAS, the Town Parks and Recreation Board has finalized its Town Kiwanis Dog Park Facility for use by citizens of the Town, and now agrees that an Activity Fee Schedule for the use of the Town Kiwanis Dog Park Facility should be established to provide for use of the subject recreation facilities at reasonable fees, to the interested participants and citizens of Cedar Lake; and

WHEREAS, the Town Parks and Recreation Board, having reviewed the readiness of the Cedar Lake Kiwanis Dog Park Facility for use, and assessing reasonable fee schedule costs for use of same by interested participants and citizens of Cedar Lake, now conclude, and agree that an Activity Fee Schedule inclusive of reasonable fees for Cedar Lake Kiwanis Dog Park Facility usage should be established; and

WHEREAS, the Town Parks and Recreation Board hereby recommends establishment of the Activity Fee Schedule recommended by the Town Parks and Recreation Board to include reasonable fees for Cedar Lake Kiwanis Park Dog Facility usage as set forth on the Parks and Recreation Department Activity Fee Schedule attached hereto as Exhibit "A".

WHEREAS, the Town Council, being advised by the Town Parks and Recreation Board, through its report and favorable Advisory Resolution recommendation, now concurs and agrees that amendment of the current Parks and Recreation Department Activity Fee Schedule for the Town of Cedar Lake is appropriate, advisable, and in the best interests of the interested participants and citizens and residents of the Town for the enhancement of citizen services, and particularly, for the developed and established Cedar Lake Town Kiwanis Park Dog Park Facility.

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 of Cedar Lake Board of Parks and Recreation is hereby authorized and permitted to establish an Activity Fee Schedule, including amending the current Activity Fee Schedule Ordinance No. 1444 to include the Town Kiwanis Park Dog Facility Usage Fees, consistent with the applicable law provision of I.C. § 36-10, et seq. It is declared that the amended Activity Fee Schedule herein, including fees for use of the Town Kiwanis Dog Park Facility, are determined to be reasonable fees for the use thereof. The Town concludes that the fee herein as set forth in Exhibit "A", which amends the Department of Parks and Recreation's Activity Fee Schedule, is reasonable for the recreation facilities and usage provided. Fees collected for the Town Kiwanis Dog Park Facility Usage shall be deposited into the Town Park and Recreation Non-Reverting Fund #403 and may be used for all uses permitted for said Fund, in conformance with all rules, regulations, and requirements of the Indiana State Board of Accounts, as amended from time to time.

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

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, and publication in conformance with applicable law; further, the Town Clerk-Treasurer and Park and Recreation Department Administrative Staff are hereby directed to post this Park Department Activity Fee Schedule Amendatory Ordinance in appropriate places and locations upon adoption hereof.

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

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

RICHARD SHARPE, President

JOHN C. FOREMAN, Vice-President

ROBERT H. CARNAHAN, Member

JULIE A. RIVERA, Member

NICK RECUPITO, Member

RALPH MILLER, Member

COLLEEN SCHIEBEN, Member

ATTEST:

JENNIFER N. SANDBERG, IAMC, CMC, CPFIM
Clerk-Treasurer



August 1, 2023

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

Subject: **Morse Street Water Main Extension and Shades Subdivision Improvements
Phases 1A and 1B Construction Observation Services
Professional Services Proposal**

Dear Mr. Salatas:

Christopher B. Burke Engineering, LLC is pleased to provide this proposal for construction observation services related to the Morse Street water main extension and the Shades Subdivision improvements, Phases 1A and 1B projects in the Town of Cedar Lake, Indiana. The following is our understanding of the assignment, scope of services, schedule, and estimated fee in support of the project.

UNDERSTANDING OF THE ASSIGNMENT

The projects consist of the installation of a new water main on Morse Street and the reconstruction of existing roadways, driveways, curb, sidewalk, and stormwater drainage systems within the Shades Subdivision, Phases 1A and 1B. The projects are close in proximity, which provides the opportunity to combine the inspection services. The Morse Street and Constitution Avenue water main construction is scheduled to start sometime in the fall of 2023 and is expected to be completed before the end of 2023. The Shades Subdivision Improvements, Phases 1A and 1B construction is expected to start in September 2023 and be completed in July 2024.

SCOPE OF SERVICES

Task 1 – Construction Observation: Burke will provide one construction inspector to cover project inspection on both projects due to their proximity. The fee for construction observation services is based on an anticipated 50-hour work week over 75 working days in 2023 and 90 working days in 2024. Burke's CO services for each project include:

Task 1.1 – Public Information Meeting

- Prepare agenda
- Present project details and preliminary schedule
- Respond to public questions

Task 1.2 – Pre-construction Conference

- Organize and set agenda for conference
- Notify representatives of the Town, contractor(s), utilities, and designated affected parties
- Review project details with involved parties, develop a plan and schedule from the contractor(s), and answer questions related to the project

- Develop and distribute meeting minutes and sign-in sheet
- Phone non-attendees and verify pertinent information

Task 1.3– Project Filing System

- Develop and maintain an electronic and paper project filing system using Burke forms

Task 1.4 – Field Reports, Records, and Daily Work

- Inform contractor of observed deficiency in contractor’s work with reasonable promptness
- Conduct project progress meetings as needed. Keep and distribute project progress meeting minutes.
- Complete a daily report
- Answer daily contractor, resident and Town staff questions relating to the project
- Capture photographs of daily work activities
- Submit monthly progress reports to the Town

Task 1.5 – Submittal Review Process

- Receive, track, and review submittals for compliance with the contract documents, return submittals to the contractor, and request a resubmittal if not approved

Task 1.6 – Contractor Application for Payment

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

Task 1.7 – Change Orders

- Implement change order procedures in accordance with the project contract documents. Submit change orders to the Town for approval prior to completion of work.

Task 1.8 – Project Close-out

- Issue a certificate of substantial completion
- Prepare a pre-final punch list
- Conduct a final project walk-through with the contractor and Town’s representative
- Prepare and transmit a final project punch list
- Verify completion of punch list items
- Determine final quantities and complete daily progressive record
- Assemble final project files and documents
- Obtain final record drawings from contractor
- Review and approve final application for payment and prepare final change order

During construction, Burke will also provide as-needed technical support associated with requests for information. Clarifications to the contract documents will be limited to minor field changes. Major changes will be directed by the Town. Burke’s services do not include quality control or quality assurance material testing or surveying. Testing will be completed by an independent testing consultant provided by the contractor. Burke staff will be present during testing and compare results to the requirements in the specifications and the contractor’s on-site quality control representative.

ESTIMATED FEE

We have estimated to total fee for the tasks described above shall not exceed **\$210,100**, broken down as follows:

Services		Fee
2023	Construction Observation (Morse & Shades)	\$99,500
2024	Construction Observation (Shades)	\$107,100
	Direct Costs	\$3,500
Overall Total Costs		\$210,100

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

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

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

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

Sincerely,



Jon D. Stolz, PE
Managing Vice President

**THIS PROPOSAL, ESTIMATED FEE, AND GENERAL TERMS AND CONDITIONS ARE
ACCEPTED BY THE TOWN OF CEDAR LAKE:**

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

Enclosures: General Terms and Conditions



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **Governing Law and Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Indiana.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

February 23, 2010-INDIANA

DISBURSEMENT OF FUNDS
FROM 2022A CONSTRUCTION FUND # 1001031163

Requisition No. 4

Pursuant to the Trust Indenture dated as of December 1, 2022 (the "Indenture"), between the Town of Cedar Lake Building Corporation and Regions Bank, as trustee (the "Trustee"), the undersigned requests the Trustee to pay the expenses listed on Exhibit A attached hereto in the aggregate sum of \$4,020.74 out of moneys deposited in the 2022A Construction Fund of the Town of Cedar Lake 2022 Construction Fund under the Indenture. The undersigned, in connection with the foregoing request, hereby certifies that:

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

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

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

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

Dated this ____ day of _____, 20____.

AUTHORIZED REPRESENTATIVE
UNDER THE INDENTURE

TOWN OF CEDAR LAKE, INDIANA

Town Manager

EXHIBIT A

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
Veridus Group, Inc. 6280 N. Shadeland Ave., Suite A Indianapolis, IN	Owner Representative for oversight on Police Public Safety Building per November 30, 2021/Updated March 6, 2023 Owner's Representative Services Contract. Invoice #202568	4,020.74
Total:		\$4,020.74

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



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

INVOICE

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

Invoice number 202568
Date 07/13/2023
Project 2021.0204 CEDAR LAKE MUNICIPAL
COMPLEX

Reimbursables

	Date	Units	Rate	Billed Amount
Mileage				
	06/08/2023	274.00	0.655	179.47
Site visit--check progress				
	06/13/2023	274.00	0.655	179.47
Site visit--check progress				
	06/21/2023	274.00	0.655	179.47
Site visit--check progress				
	Subtotal			538.41
	Reimbursables subtotal			538.41


Description	Contract Amount	Prior Billed	Current Billed
Bidding, Construction & Closeout	190,000.00	22,320.00	11,160.00
Design Development & Construction Documents	54,000.00	54,000.00	0.00
Schematic Design	15,000.00	15,000.00	0.00
Total	259,000.00	91,320.00	11,160.00

Invoice total 11,698.41

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
202568	07/13/2023	11,698.41	11,698.41				
	Total	11,698.41	11,698.41	0.00	0.00	0.00	0.00

Approved by:


7-17-23

David C. Rainey
Director, Owner's Representation Group

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

DISBURSEMENT OF FUNDS
FROM 2022B CONSTRUCTION FUND # 1001031164

Requisition No. 3

Pursuant to the Trust Indenture dated as of December 1, 2022 (the "Indenture"), between the Town of Cedar Lake Building Corporation and Regions Bank, as trustee (the "Trustee"), the undersigned requests the Trustee to pay the expenses listed on Exhibit A attached hereto in the aggregate sum of \$7,677.67 out of moneys deposited in the 2022B Construction Fund of the Town of Cedar Lake 2022 Construction Fund under the Indenture. The undersigned, in connection with the foregoing request, hereby certifies that:

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

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

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

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

Dated this ____ day of _____, 20__.

AUTHORIZED REPRESENTATIVE
UNDER THE INDENTURE

TOWN OF CEDAR LAKE, INDIANA

Town Manager

EXHIBIT A

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
Veridus Group, Inc. 6280 N. Shadeland Ave., Suite A Indianapolis, IN	Owner Representative for oversight on Fire Public Safety Building per November 30, 2021/Updated March 6, 2023 Owner's Representative Services Contract. Invoice #202568	\$7,677.67
Total:		\$7,677.67

Note: Fire Portion of Invoice amounts to 65.63%.



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

INVOICE

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

Invoice number 202568
Date 07/13/2023
Project 2021.0204 CEDAR LAKE MUNICIPAL
COMPLEX

Reimbursables

	Date	Units	Rate	Billed Amount
Mileage				
	06/08/2023	274.00	0.655	179.47
Site visit--check progress				
	06/13/2023	274.00	0.655	179.47
Site visit--check progress				
	06/21/2023	274.00	0.655	179.47
Site visit--check progress				
	Subtotal			538.41
	Reimbursables subtotal			538.41


Description	Contract Amount	Prior Billed	Current Billed
Bidding, Construction & Closeout	190,000.00	22,320.00	11,160.00
Design Development & Construction Documents	54,000.00	54,000.00	0.00
Schematic Design	15,000.00	15,000.00	0.00
Total	259,000.00	91,320.00	11,160.00

Invoice total 11,698.41

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
202568	07/13/2023	11,698.41	11,698.41				
	Total	11,698.41	11,698.41	0.00	0.00	0.00	0.00

Approved by:


7-17-23

David C. Rainey
Director, Owner's Representation Group

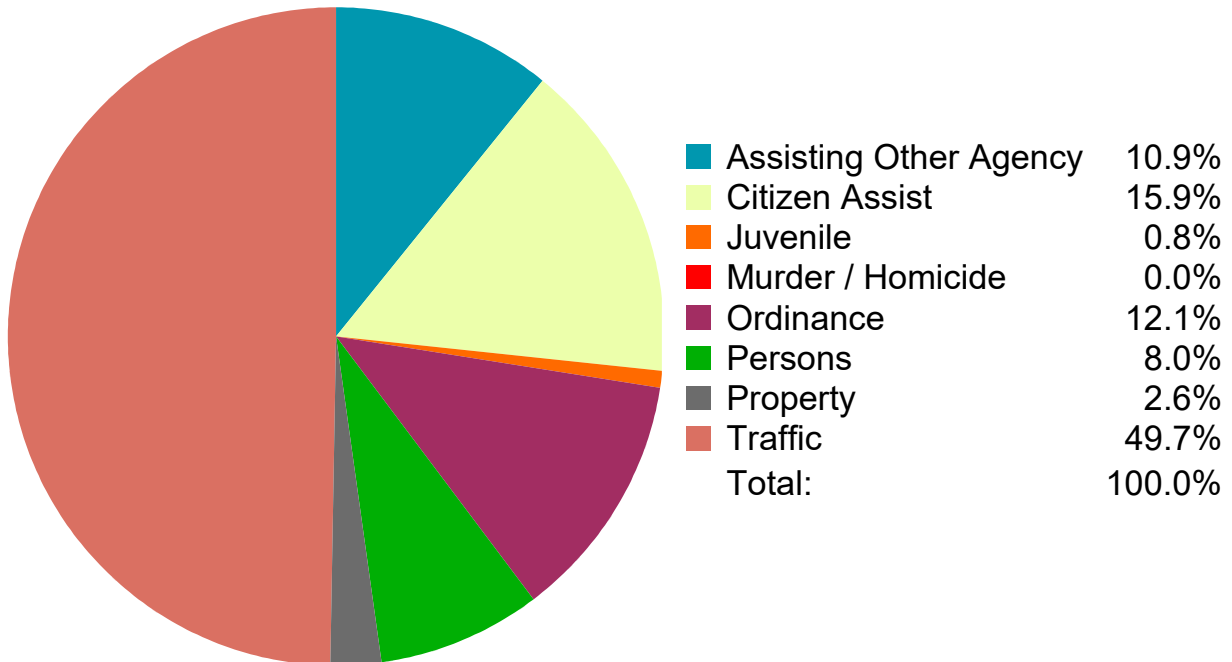
Thank you for your business! We appreciate your prompt payment.

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

Incident Type	Month Total	Year Total
Incidents Assisting Other Agency (Including Fire and EMS)	129	926
Incidents related to Citizen Assists:	188	1166
Incidents related to Juveniles:	10	69
Incidents related to Murder/Homicide:	0	0
Incidents related to Ordinances:	143	1004
Incidents related to Persons:	95	484
Incidents related to Property:	31	152
Incidents related to Traffic:	589	4847
Incidents Not Classified:	0	3

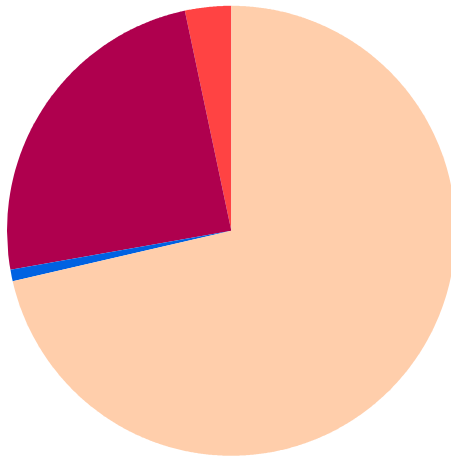
Totals:	1185	8651
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Average Daily Calls For Service: 41.00



CITATION REPORT
July 2023 and Year-To-Date 2023

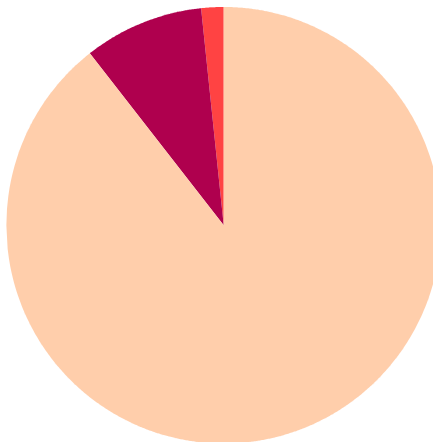
State Violations: 108
Town Traffic Violations: 1
Town Ordinance Violations: 37
Other Violations: 5
Total for July: 151
Year To Date: 1,321



State Violations	71.5%
Town Traffic Violations	0.7%
Town Ordinance Violations	24.5%
Other Violations	3.3%
Total:	100.0%

WARNING REPORT
July 2023 and Year-To-Date 2023

State Violations: 452
Town Traffic Violations: 0
Town Ordinance Violations: 44
Other Violations: 9
Total for July: 505
Year To Date: 4,315



State Violations	89.5%
Town Traffic Violations	0.0%
Town Ordinance Violations	8.7%
Other Violations	1.8%
Total:	100.0%

ARREST REPORT
July 2023 and Year-To-Date 2023

Total Arrests: 28

Total Charges Filed: 38

Misdemeanor: 25

Felony: 5

Infraction: 0

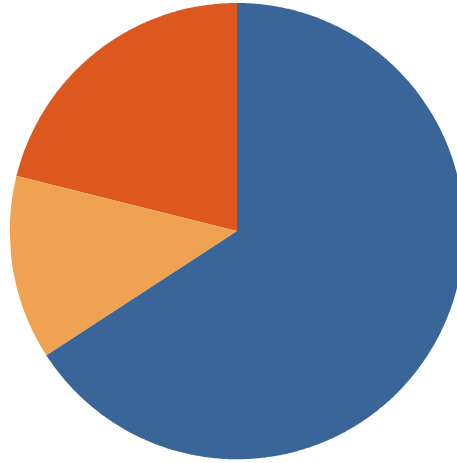
Not Classified /

Warrant: 8

Year-To-Date

Total Arrests: 208

Total Charges Filed: 329



■ Misdemeanor	65.8%
■ Felony	13.2%
■ Infraction	0.0%
■ Not Classified	21.1%
Total:	100.0%

Cedar Lake Police Department

Traffic Stop Analysis

1/1/2014 to 7/31/2023



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Jan	143	221	279	353	180	260	321	351	389	738
Feb	258	221	221	400	161	331	300	285	257	651
Mar	388	249	489	372	225	380	190	460	373	632
Apr	421	266	328	266	229	415	21	376	324	534
May	436	393	361	277	250	345	119	318	418	435
Jun	213	307	325	269	260	345	182	318	283	576
Jul	273	373	393	245	292	371	285	372	359	476
Aug	369	271	258	249	236	366	303	364	421	
Sep	224	252	264	284	286	259	212	281	378	
Oct	228	240	356	191	302	285	182	348	417	
Nov	295	261	407	257	280	329	172	320	397	
Dec	287	331	311	186	269	317	203	357	474	
Total	3,535	3,385	3,992	3,349	2,970	4,003	2,490	4,150	4,490	4,042

Cedar Lake Police Department

Warning Analysis

1/1/2014 to 7/31/2023



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Jan	69	112	171	215	105	202	275	291	305	753
Feb	121	103	122	236	99	299	253	235	236	694
Mar	172	122	267	221	125	343	154	395	396	731
Apr	194	153	194	195	148	376	15	323	301	544
May	193	223	210	210	225	289	112	263	461	453
Jun	108	167	198	211	191	309	136	273	334	635
Jul	145	154	203	166	271	316	234	338	356	505
Aug	200	131	177	173	220	313	218	270	438	
Sep	98	139	158	182	228	223	188	205	433	
Oct	111	102	228	128	322	222	154	265	420	
Nov	137	173	235	161	243	260	182	258	404	
Dec	140	194	215	115	193	272	180	251	465	
Total	1,688	1,773	2,378	2,213	2,370	3,424	2,101	3,367	4,549	4,315

Cedar Lake Police Department

Citation Analysis

1/1/2014 to 7/31/2023



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Jan	81	111	106	136	92	120	207	169	165	191
Feb	102	103	96	200	80	148	148	156	103	203
Mar	172	126	244	187	108	120	122	215	167	208
Apr	194	139	145	142	123	102	38	126	152	215
May	208	259	193	148	122	98	74	144	159	164
Jun	121	168	180	164	122	107	140	156	167	189
Jul	135	226	245	147	118	112	156	163	213	151
Aug	190	163	137	113	83	112	193	123	232	
Sep	91	137	122	91	97	106	137	147	166	
Oct	82	178	163	85	87	113	110	147	144	
Nov	133	143	183	84	92	92	107	129	117	
Dec	103	155	123	94	93	111	85	117	149	
Total	1,612	1,908	1,937	1,591	1,217	1,341	1,517	1,792	1,934	1,321

Cedar Lake Police Department

Law Incident Analysis

1/1/2014 to 7/31/2023



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Jan	366	272	341	440	460	433	499	459	503	515
Feb	286	236	385	404	451	484	454	460	433	502
Mar	307	322	458	443	461	461	427	522	547	551
Apr	371	351	488	564	471	512	334	508	501	649
May	438	421	512	629	624	518	642	556	674	631
Jun	464	383	612	628	644	505	625	663	659	699
Jul	481	395	629	659	682	510	575	652	631	661
Aug	455	376	505	614	656	572	633	555	638	
Sep	365	372	489	573	575	602	573	525	579	
Oct	348	479	439	511	594	476	562	499	542	
Nov	295	375	425	488	507	444	495	429	514	
Dec	285	423	441	488	455	420	460	481	546	
Total	4,461	4,405	5,724	6,441	6,580	5,937	6,279	6,309	6,767	4,208

Cedar Lake Police Department

Arrest Analysis

1/1/2014 to 7/31/2023



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Jan	25	19	25	35	21	28	40	32	31	29
Feb	16	20	15	17	8	37	22	29	30	29
Mar	19	27	20	14	20	26	10	27	31	28
Apr	24	26	33	21	31	31	7	13	31	30
May	20	36	18	33	39	26	24	30	26	23
Jun	16	33	39	25	28	38	25	36	28	41
Jul	24	19	38	21	26	25	23	26	27	28
Aug	21	23	26	30	40	43	25	17	28	
Sep	10	15	19	19	34	22	31	28	20	
Oct	13	17	28	26	34	23	27	32	40	
Nov	12	10	15	24	19	20	23	20	18	
Dec	15	21	16	24	16	18	10	20	27	
Total	215	266	292	289	316	337	267	310	337	208

Cedar Lake Police Department

Arrest Offense Analysis

1/1/2014 to 7/31/2023



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Jan	42	24	28	58	26	62	71	51	51	47
Feb	21	25	25	26	15	71	37	59	47	50
Mar	25	30	23	25	35	52	18	42	69	49
Apr	30	27	53	40	45	45	16	21	54	48
May	25	50	26	52	63	37	31	51	45	34
Jun	21	37	63	35	43	60	41	68	45	63
Jul	32	23	60	34	35	42	42	46	58	38
Aug	31	28	33	50	49	70	44	29	55	
Sep	17	20	26	35	46	38	55	61	34	
Oct	26	21	42	40	55	33	61	63	65	
Nov	14	10	29	33	31	35	40	34	39	
Dec	23	21	28	35	19	32	21	30	59	
Total	307	316	436	463	462	577	477	555	621	329

Cedar Lake Police Department

Town Ordinance Warnings

1/1/2023 to 7/31/23

Grouped by Offense

	Jan	Feb	Mar	Apr	May	Jun	Jul	Total
<i>Aband Vehicle on Roadway</i>	0	1	0	1	0	1	1	4
<i>Abandoned Vehicle</i>	11	12	7	9	14	12	11	76
<i>ABANDONED VEHICLE -</i>	0	0	0	1	0	0	0	1
<i>ABANDONED VEHICLE -</i>	0	1	0	0	0	1	0	2
<i>ANIMALS - RESTRICTION ON</i>	0	0	0	0	0	1	0	1
<i>ANIMALS - RUNNING AT</i>	0	0	0	1	0	1	0	2
<i>BICYCLE - REQUIRED</i>	0	0	0	0	0	1	0	1
<i>DOGS - LICENSE AND</i>	0	2	0	0	1	3	0	6
<i>DOGS - NOISE DISTURBANCE</i>	0	1	2	0	0	0	0	3
<i>DOGS - RABIES PROTECTION</i>	0	0	0	0	0	2	0	2
<i>DOGS - RUNNING AT LARGE</i>	0	1	0	0	2	1	0	4
<i>FIREWORKS - USE AND DISCHARGE,</i>	0	0	0	1	0	0	0	1
<i>GOLF CARTS - PLACES OF</i>	0	0	0	0	0	4	2	6
<i>House Numbers</i>	0	0	0	0	1	0	0	1
<i>LITTERING - LITTER ON</i>	0	0	0	0	0	1	0	1
<i>LITTERING - SWEEPING LITTER</i>	0	0	0	0	1	0	0	1

	Jan	Feb	Mar	Apr	May	Jun	Jul	Total
<i>Non-Use Refuse Container</i>	0	1	0	0	0	0	0	1
<i>Nuisance-Accum Rubbish</i>	0	0	1	5	3	9	2	20
<i>NUISANCES - ACCUMULATION</i>	0	0	1	2	0	0	3	6
<i>NUISANCES - OPEN BURNING</i>	0	0	0	2	0	0	0	2
<i>NUISANCES - WEEDS, RANK</i>	0	0	0	0	1	0	7	8
<i>OFF-ROAD VEHICLES -</i>	0	0	1	1	0	0	1	3
<i>OPERATION OF VEHICLE AT STOP</i>	1	0	3	1	0	0	0	5
<i>Parking - Blocking Traffic</i>	9	17	39	6	1	8	6	86
<i>Parking - Proper Manner</i>	1	0	0	0	0	0	1	2
<i>Parking - Signs/Postings</i>	0	0	0	0	0	0	2	2
<i>Parking - Traveled Portion RDWY</i>	0	0	1	12	0	0	0	13
<i>Scattering of Refuse</i>	0	1	0	1	0	0	0	2
<i>Snow Emergency Parking-Roadway</i>	0	6	0	0	0	0	0	6
<i>SPEED LIMITS</i>	16	0	0	0	0	0	0	16
<i>SPEED LIMITS - 11-20 MPH OVER</i>	1	4	3	1	3	3	1	16
<i>SPEED LIMITS - 21-30 MPH OVER</i>	0	0	1	0	0	0	0	1
<i>STREETS AND SIDEWALKS -</i>	0	1	0	0	0	0	0	1
<i>TOY VEHICLE ON ROADWAY</i>	0	0	0	0	0	1	0	1

	Jan	Feb	Mar	Apr	May	Jun	Jul	Total
<i>TRUCK ROUTE</i>	0	3	0	0	0	0	0	3
<i>Unauthorized Accumulation</i>	4	4	0	1	0	0	0	9
<i>Weeds - Nuisance</i>	0	0	0	6	26	40	7	79
Total	43	55	59	51	53	89	44	394

Grouped by Offense

*NUISANCES -
WEEDS, RANK*

	Jan	Feb	Mar	Apr	May	Jun	Jul	Total
<i>NUISANCES - WEEDS, RANK</i>	0	0	0	0	0	0	2	2
<i>NUISANCES - WEEDS, RANK</i>	0	0	0	0	0	0	1	1
<i>OBSTRUCTIONS TO VISIBILITY AT</i>	0	0	1	0	0	0	0	1
<i>Off-road vehicle on roadway</i>	1	0	0	0	0	0	0	1
<i>OFF-ROAD VEHICLES -</i>	0	0	1	0	0	0	0	1
<i>OFF-ROAD VEHICLES -</i>	0	0	0	1	0	0	0	1
<i>OPERATION OF VEHICLE AT STOP</i>	0	3	0	5	0	0	1	9
<i>Parking - Blocking Traffic</i>	0	1	1	1	0	0	0	3
<i>PARKING - SIGNS, POSTINGS,</i>	0	0	0	0	0	1	0	1
<i>Parking - Signs/Postings</i>	0	0	0	0	0	0	2	2
<i>Parking - Traveled Portion RDWY</i>	0	0	0	2	0	0	0	2
<i>PUBLIC ORDER - MINOR CURFEW</i>	0	0	0	0	3	0	0	3
<i>Scattering of Refuse</i>	0	1	1	0	0	0	0	2
<i>SPEED LIMITS</i>	4	0	0	0	0	0	0	4
<i>SPEED LIMITS - 11-20 MPH OVER</i>	2	1	2	2	3	0	4	14
<i>SPEED LIMITS - 21-30 MPH OVER</i>	1	4	1	5	5	0	1	17
<i>STREETS AND SIDEWALKS -</i>	0	0	0	0	1	0	0	1
<i>Unauthorized Accumulation</i>	4	2	2	2	0	3	0	13

	Jan	Feb	Mar	Apr	May	Jun	Jul	Total
UNAUTHORIZED SIGNALS OR	1	0	0	0	0	0	0	1
Weeds - Nuisance	0	0	0	2	15	7	4	28
Total	44	36	53	66	66	43	38	346

Cedar Lake Police Department

K9 Deployment Analysis

1/1/2014 to 7/31/2023



	2023
<i>Jun</i>	10
<i>Jul</i>	2
Total	12

2023

JUN

ASSIST OTHER AGENCY WITH K9

23CL2964	Agency Assist	6/6/2023 11:28:01AM
23CL3369	K9 Usage	6/24/2023 2:26:56AM
23CL3391	K9 Usage	6/24/2023 11:12:59PM

APPREHENSION - NO BITE

23CL2938	Resisting	6/5/2023 8:12:50AM
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CONTAINEMENT NO BITE

23CL2964	Agency Assist	6/6/2023 11:28:01AM
23CL3358	Att To Serve	6/23/2023 8:08:19PM
23CL3499	K9 Usage	6/28/2023 7:18:55PM

NARCOTICS SEARCH - FIND

23CL3369	K9 Usage	6/24/2023 2:26:56AM
23CL3391	K9 Usage	6/24/2023 11:12:59PM

NARCOTICS SEARCH - NO FIND

23CL3175	Traffic Stop	6/15/2023 12:47:36PM
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JUL

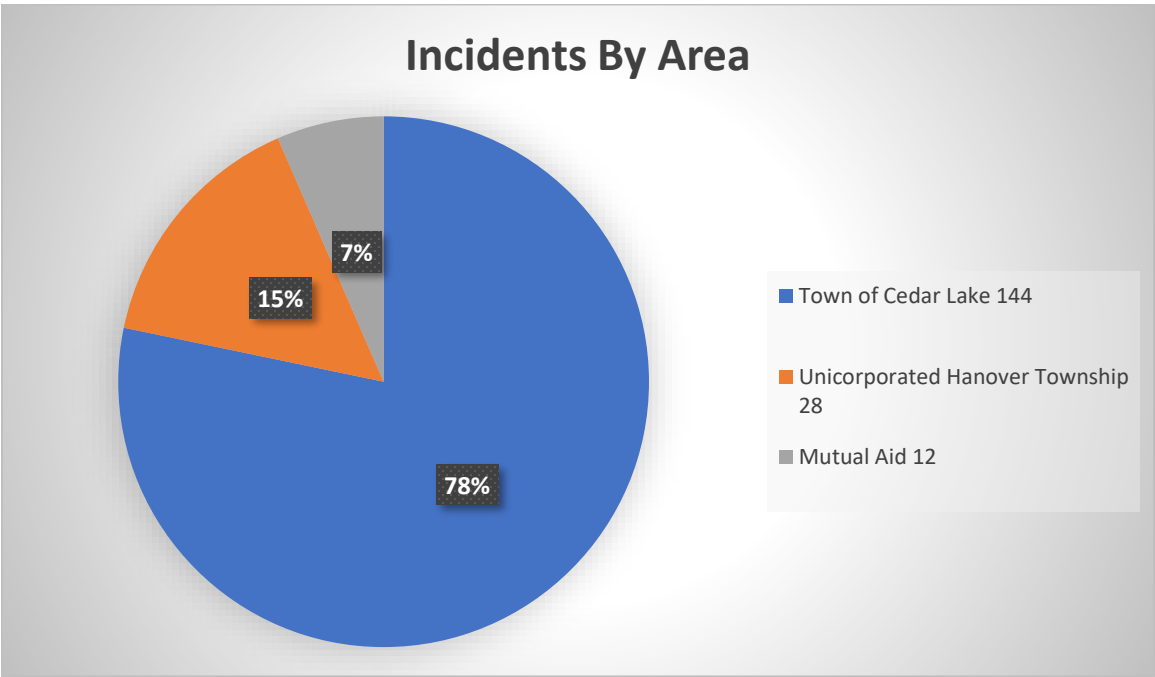
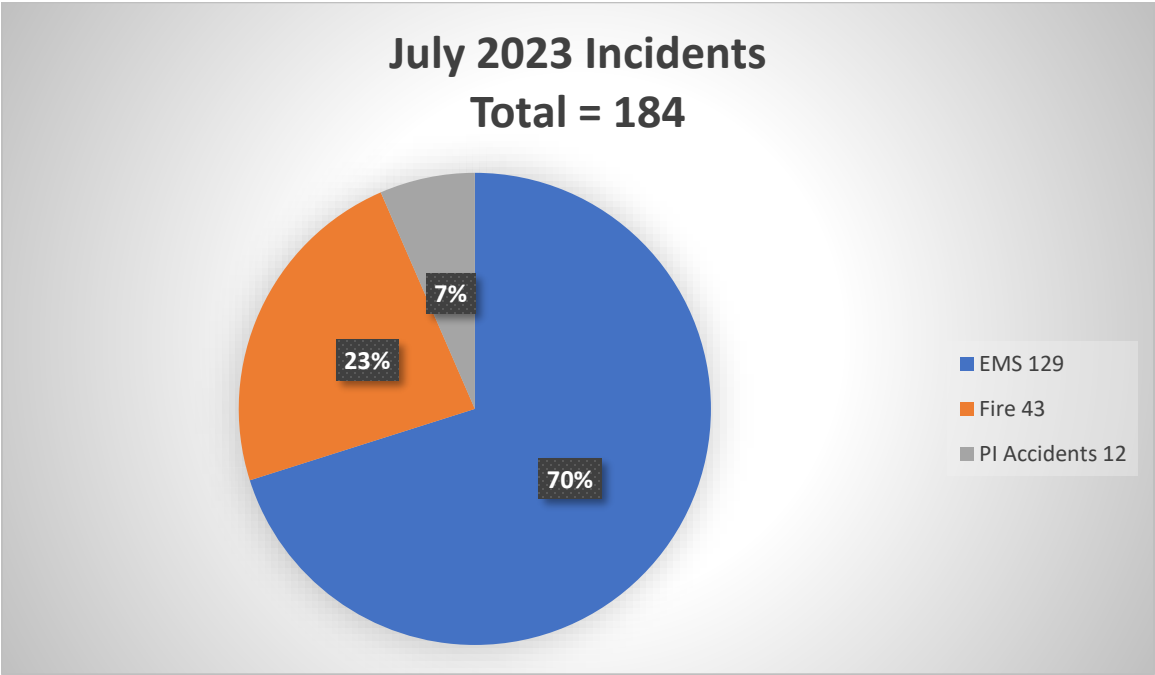
ASSIST OTHER AGENCY WITH K9

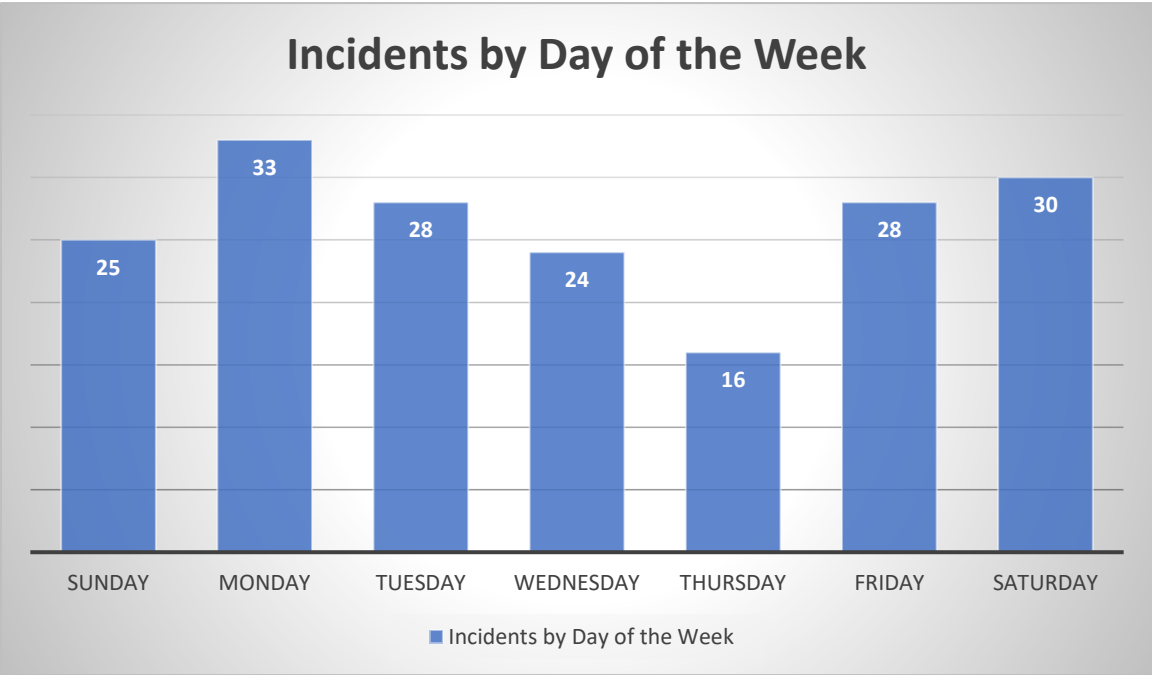
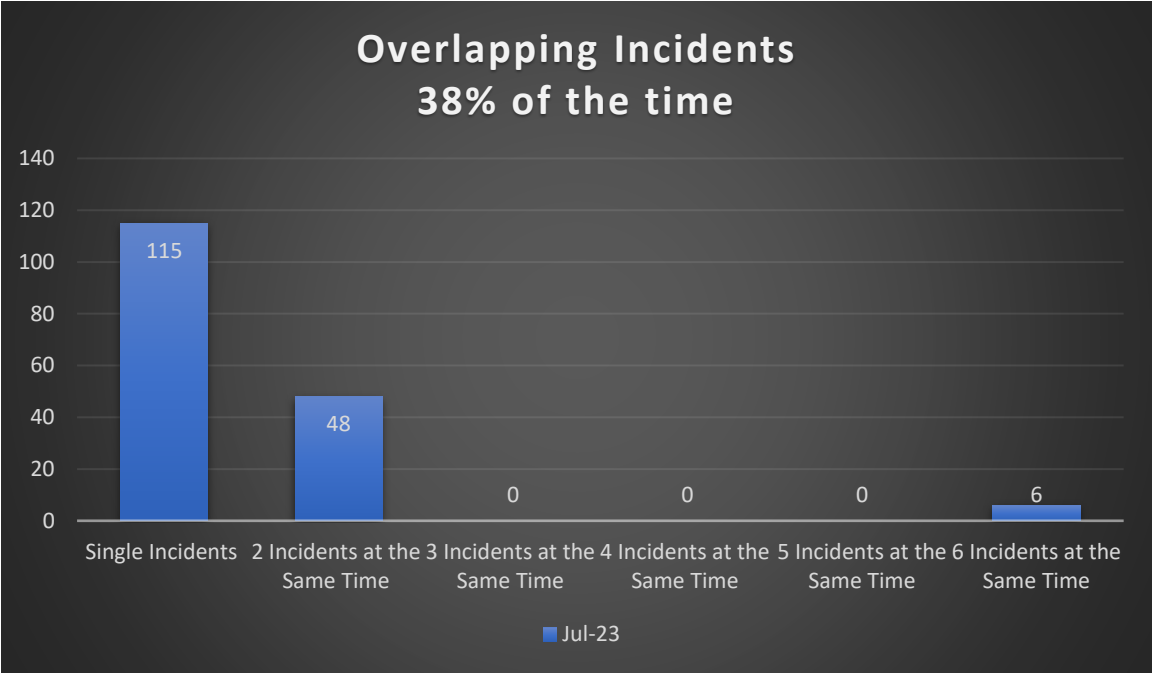
23CL4024	K9 Usage	7/22/2023 2:42:19PM
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NARCOTICS SEARCH - FIND

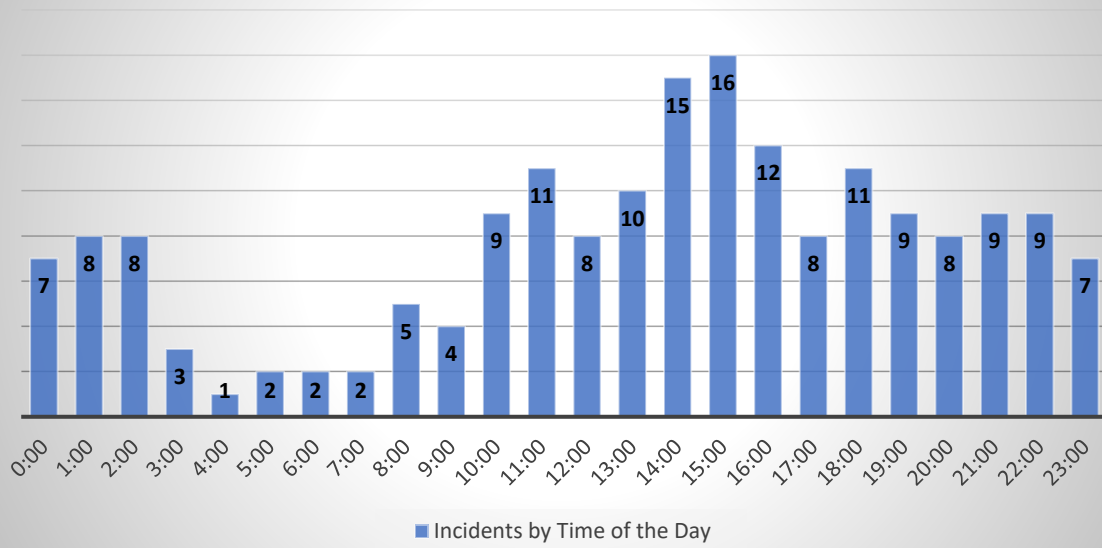
23CL4024	K9 Usage	7/22/2023 2:42:19PM
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July 2023 Operations Report

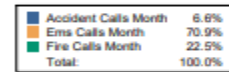
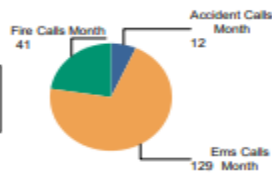
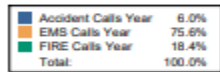
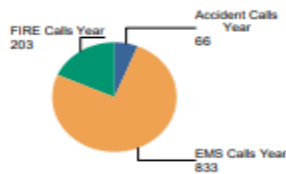




Incidents by Time of the Day



Cedar Lake Fire Department Monthly Summary Report 1/1/2023 to 7/31/2023



Average Daily Calls for Service: 5.26

Yearly Totals

Agency Assist	3
EMD	1
EMS Abdominal	17
EMS Allergic	4
EMS Animal Bite	2
EMS Assault	8
EMS Back Pain	7
EMS Bleeding	26
EMS Breathing	70
EMS Burns	1
EMS Chest Pain	42
EMS Choking	3
EMS Death	5
EMS Diabetic	16
EMS Fall	131
EMS Full Arrest	12
EMS Gunshot	1
EMS Headache	2
EMS Heart Prob	17
EMS Heat / Cold	2
EMS Lift Assist	75
EMS Misc	1
EMS Mutual Aid	4
EMS Overdose	18
EMS Pregnancy	4
EMS Psych	65
EMS Seizure	26
EMS Sick Person	141
EMS Standby	2
EMS Stroke	19
EMS Trauma	30
EMS Uncons	55
EMS Unknown	27
FIRE Alarm	32
FIRE Assist	10
FIRE Brush	3
FIRE CO Alarm	15
FIRE Dive Recvy	2
FIRE Electrical	1
FIRE Gas IN	12
FIRE Gas OUT	4
FIRE Hazmat	1
FIRE Inspection	8
FIRE Investigat	3
FIRE Misc	5
FIRE Mutual Aid	17

Monthly Totals

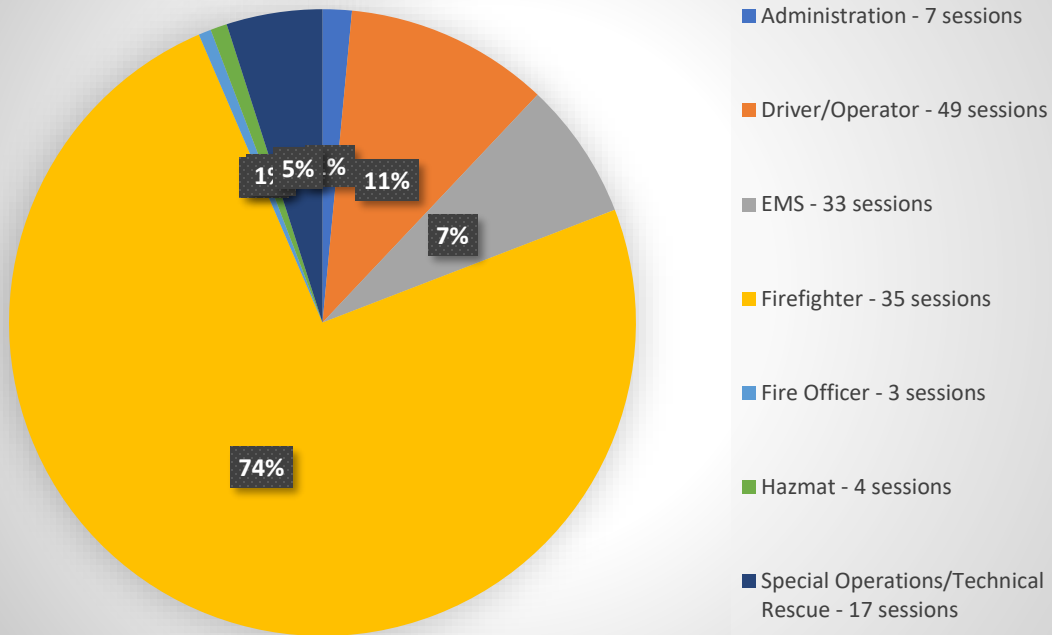
Agency Assist	2
EMS Abdominal	3
EMS Allergic	3
EMS Assault	1
EMS Back Pain	1
EMS Bleeding	10
EMS Breathing	9
EMS Chest Pain	6
EMS Choking	1
EMS Death	1
EMS Diabetic	2
EMS Fall	24
EMS Full Arrest	1
EMS Heart Prob	2
EMS Lift Assist	3
EMS Overdose	6
EMS Psych	10
EMS Seizure	6
EMS Sick Person	18
EMS Standby	1
EMS Trauma	7
EMS Uncons	9
EMS Unknown	5
FIRE Alarm	6
FIRE Assist	1
FIRE Brush	1
FIRE CO Alarm	6
FIRE Gas IN	2
FIRE Investigat	1
FIRE Mutual Aid	1
FIRE Outside	7
FIRE Standby	4
FIRE Structure	4
FIRE Utility	3
FIRE Water Resc	5
PI Accident	12
Total for Month:	184

FIRE Outside	17
FIRE Smoke Odor	1
FIRE Smoke Out	1
FIRE Standby	9
FIRE Structure	33
FIRE Utility	17
FIRE Vehicle	1
FIRE Washdown	2
FIRE Water Resc	9
Odor	1
PD Accident	2
PI Accident	64
Suicidal Subj	2
Unk. Problem	1
Total for Year:	1,110

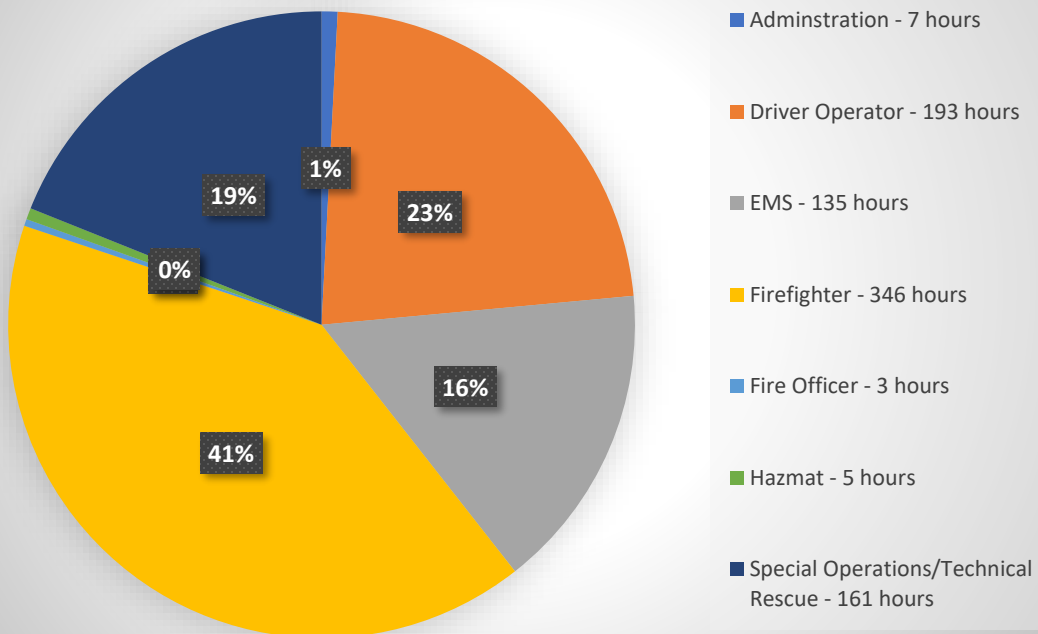
July 2023 Training Report

Hours Logged: 850

Sessions by Category



Hours by Category



Town of Cedar Lake

Office of Building, Zoning, and Planning

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

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

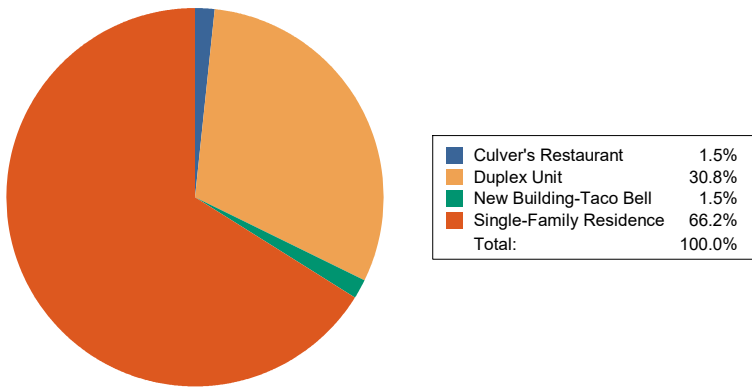


Report of All New Construction Permits

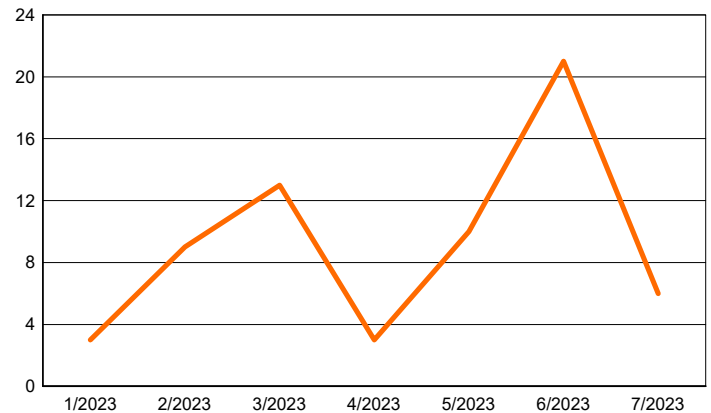
1/1/2023 to 7/31/2023

Grouped by Month

New Construction Type



Permits by Month



January 2023

Residential New Construction Permits: 3

New Construction Permits: 3

New Residential Construction Value: **\$572,690**

Total Value of Construction for January: **\$572,690**

February 2023

Residential New Construction Permits: 9

New Construction Permits: 9

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

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

March 2023

Residential New Construction Permits: 13

New Construction Permits: 13

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

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

April 2023

Residential New Construction Permits: 3

New Construction Permits: 3

New Residential Construction Value: **\$1,078,659**

Total Value of Construction for April: **\$1,078,659**

May 2023

Residential New Construction Permits: 10

New Construction Permits: 10

New Residential Construction Value: **\$2,590,269**

Total Value of Construction for May: **\$2,590,269**

June 2023

Residential New Construction Permits: **19**
Commercial New Construction Permits: **2**

New Residential Construction Value: **\$5,216,905**
New Commercial Construction Value: **\$2,025,000**

New Construction Permits: **21**

Total Value of Construction for June: **\$7,241,905**

July 2023

Residential New Construction Permits: **6**
New Construction Permits: **6**

New Residential Construction Value: **\$1,455,610**
Total Value of Construction for July: **\$1,455,610**

Total New Construction Permits: **65**

Total Value of New Construction: **\$19,075,728**

Total Residential New Construction Permits: **63**

Total Value of New Residential Construction: **\$17,050,728**

Total Commercial New Construction Permits: **2**

Total Value of New Commercial Construction: **\$2,025,000**

Total School New Construction Permits: **0**

Total Value of New School Construction:

Town of Cedar Lake

Office of Building, Zoning, and Planning

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

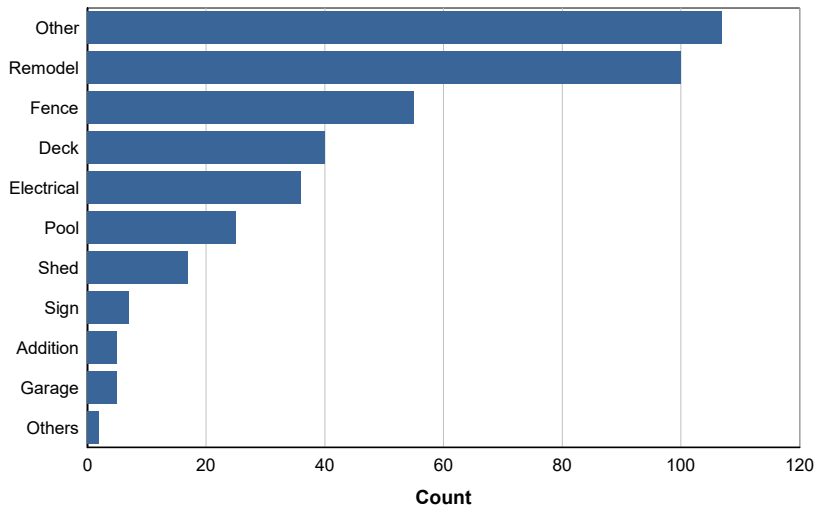
Tel (219) 374-7000 - Fax (219) 374-8588



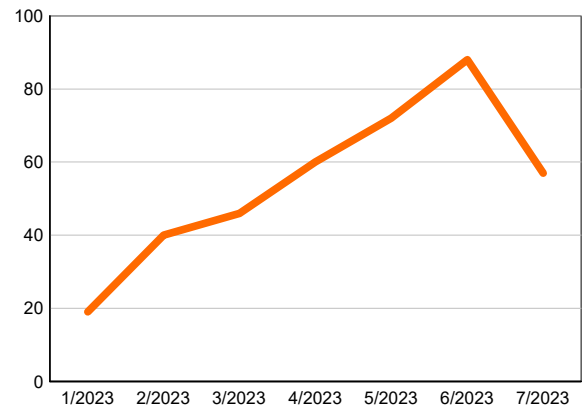
Report of All Other Permits

1/1/2023 to 7/31/2023

Grouped by Month



Permits by Month



Project Class

January 2023

Other Residential Permits: 18

Other Commercial Permits: 1

Total of Other Permits: 19

Other Residential Permits Value: **\$679,638**

Other Commercial Permits Value: **\$2,000**

Total Value of All Other Permits: **\$681,638**

February 2023

Other Residential Permits: 35

Other Commercial Permits: 1

Other Permits: 4

Total of Other Permits: 40

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

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

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

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

March 2023

Other Residential Permits: 40

Other Commercial Permits: 5

Other Permits: 1

Total of Other Permits: 46

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

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

Other Permits Value: **\$500**

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

April 2023

Other Residential Permits: 54

Other Commercial Permits: 6

Total of Other Permits: 60

Other Residential Permits Value: **\$1,486,308**

Other Commercial Permits Value: **\$112,757**

Total Value of All Other Permits: **\$1,599,065**

Project Class

May 2023

Other Residential Permits: 68	Other Residential Permits Value: \$906,582
Other Commercial Permits: 2	Other Commercial Permits Value: \$15,000
Other Permits: 2	Other Permits Value: \$23,298
Total of Other Permits: 72	Total Value of All Other Permits: \$944,880

June 2023

Other Residential Permits: 79	Other Residential Permits Value: \$882,058
Other Commercial Permits: 4	Other Commercial Permits Value: \$60,310
Other Permits: 5	Other Permits Value: \$58,633
Total of Other Permits: 88	Total Value of All Other Permits: \$1,001,001

July 2023

Other Residential Permits: 54	Other Residential Permits Value: \$690,182
Other Commercial Permits: 2	Other Commercial Permits Value: \$47,250
Other Permits: 1	Other Permits Value: \$200
Total of Other Permits: 57	Total Value of All Other Permits: \$737,632

Grand Total of Other Permits: **382**

Grand Total Value of All Other Permits: **\$6,681,164**



August 11, 2023

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

Attention: Chris Salatas – Town Manager

Re: Town Engineer Report for August 15, 2023 Town Council Meeting
(CBBEL Project No.: 060015.00001)

Dear Council Members:

This letter summarizes Christopher B. Burke Engineering, LLC (CBBEL) Town Engineer activities for reporting and action (as necessary) for the August 15, 2023 Town Council Meeting. This report covers activities for the period of July 14, 2023 through August 11, 2023.

1) Cedar Lake Dredging and Sediment Dewatering Facility Project

Dredging operations are continuing on a daily basis. Total volume dredged as of August 9th is approximately 130,000 CYS. The updated safety map and safety guidance memorandum were distributed to all access points a few weeks ago and posted on the Town's website. All buoy lighting within the lake was checked and replaced earlier this week.

The water level has reached capacity in the Sediment Dewatering Facility and water has begun returning to the lake. The current average flowrate leaving the SDF is 5 cfs (+/- 2,200 gpm). Lake levels have been consistent throughout most of the summer, ranging from 4-5-inches below the weir. Initial water quality testing in accordance with IDEM permitting has been favorable with large reductions in Total Suspended Solids.

Pay Application #3 will be on the next council agenda for approval.

2) MS4 Coordination

CBBEL staff performed MS4 permit required periodic Good Housekeeping/Pollution Prevention inspections of municipal operations. CBBEL also began preparing revisions to the Town's Illicit Discharge Detection and Elimination (IDDE) Plan to conform with current IDEM requirements and began initial dry weather screening inspections of outfalls.

3) NIRPC/State Legislature/INDOT/IDNR Updates

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

CBBEL is currently completing a design and permitting proposal for the 133rd Avenue road raise project. This should be completed for Town consideration sometime next week.

4) Other Funding Opportunities

- **Community Crossing Grant, 2022-2:** CBBEL is working with the Town Clerk-Treasurer to complete close-out documentation for this project through INDOT.
- **Community Crossing Grant, 2023-2:** An application was completed and submitted to INDOT for crack sealing throughout Town and thermoplastic striping on 133rd Avenue, west of US-41 and 133rd Avenue, east of Morse Street. We typically hear about funding sometime in October.
- **2023 CDBG Funds:** *No Change from Previous Report.* CBBEL has provided Town staff with an estimate to complete additional ADA ramp modifications within the Lynnsway Subdivision. This funding is expected sometime in the summer.
- **Indiana Destination Development Corporation, Indiana Placemaking Activation Grant:** The Town was awarded Public Art Activation funding for a sculpture along the Cedar Lake shoreline at Town Hall. The Town was among two municipalities in Lake County to be awarded funds. The grant will fund up to \$10,000 for fabrication, placement, and construction of the selected area. It is our understanding that the

Town Director of Operations is coordinating this project with a local concrete and landscaping contractor. The project must be completed by October 31, 2023. **It is our understanding that Town staff is coordinating construction of this project with a local landscaping company. We will assist as needed.**

- **USDOT, Safe Streets and Roads for All (SS4A):** *No Change from Previous Report.* The SS4A grant is a product of the new infrastructure bill. The second round of funding was opened in April and closes on July 10th. This program provides funding for both planning and implementation (construction) of infrastructure and initiatives designed to prevent death and serious injury on roads and streets. Applicable planning documents must already be completed to be eligible for implementation grants. More information can be found at <https://www.transportation.gov/grants/SS4A>.

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

- **PCB Monsanto Class Action Settlement**
City of Long Beach [CA], et al. v. Monsanto Company, et al.
No Change from Previous Report. On behalf of the Town, CBBEL submitted an application for Part B Special Funding on July 5th to request \$2 million in funding to be allocated to the dredge project and future Alum treatment.

5) Town Street Committee & Roadway Items

- Shades (East of Morse St and North of 141st Avenue): The project was awarded to Milestone Contractors North, Inc. for \$1,795,961.77 at the previous council meeting. All contracts have been signed and provided to INDOT as part of a request for funding related to the CCMG program. We have begun review of engineering submittals and materials are being ordered.

The project was awarded assuming it will be constructed in two phases due to the remaining time in the 2023 construction season. Phase 1A will include improvements to 141st Avenue, Wheeler Street, and Berkley Street. Phase 1B will commence in Spring 2024 and will include Edison Street, Rocklin Street, Marys Lane, and Rocklin Street. Phase 1A will likely start construction in September. Utility relocation and potholing operations will likely commence soon prior to a Notice to Proceed being issued for the overall project. CBBEL has provided a Construction Observation proposal to the Town for consideration.

- 131st Place and Morse Street: *No Change from Previous Report.* CBBEL received the survey on October 4th and provided it to the Town for review. We are awaiting

direction from the Town on how to proceed.

- Railroad At-Grade Sidewalk Crossing: CBBEL provided signed project initiation forms to the Norfolk Southern Railroad and CSX Railroad on August 8th. These forms are required for each entity to start engineering review processes to establish a fee reimbursement agreement.

The four proposed crossings are at 141st Avenue between the Hanover Central Middle School/Railside and Rose Garden Estates/Centennial, 141st Avenue between Beacon Pointe/Beacon Pointe East, 137th Avenue between Kiwanis Park and Winding Creek – Unit 2, and 133rd Avenue over the CSX RR bridge near Smith Concrete.

CBBEL has started design for each crossing with the Norfolk Southern crossing near Hanover Middle/Red Cedars Elementary Schools being a noted priority.

- Road Impact Fee: *No Change from Previous Report.* CBBEL provided a memorandum on June 23rd summarizing costs and tasks related to implementing a Road Impact Fee on new developments.
- Police-Fire Buildings: CBBEL is coordinating with Town staff and the Contractor on an as-needed basis. CBBEL is also finalizing plans for the Emergency Vehicle Preemption system to be installed on Morse Street outside of the new Fire Department complex. These plans should be ready for a quote process sometime in early September.

6) Redevelopment Commission

CBBEL is completing the following projects for the Redevelopment Commission:

- Morse Street/Constitution Avenue Watermain Extension: Gatlin Plumbing provided 3 copies of the Performance Bond, Payment Bond, and Certificate of Insurance documents to CBBEL on August 8th. CBBEL is reviewing those documents and compiling contracts for this project. The IDEM Notice of Intent for Watermain Extension was forwarded to the State on August 9th. This document dictates the earliest start time for the project as September 7th (30 days after submission). CBBEL has provided a Construction Observation proposal to the Town for consideration.

7) Plan Commission

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

- Bugaboo Subdivision: *No Change from Previous Report.* CBBEL provided a comment letter to the Applicant on August 11th and is awaiting a response.
- Novak Parcel (129th Ave/US-41): *No Change from Previous Report.* CBBEL has been

advised by the Applicant's Engineer that this project has been restarted based on the previously submitted plan. Therefore, CBBEL has entered this back to active status and it is in the queue to be reviewed.

- Yonk's Way Re-Subdivision: CBBEL issued our final plat review letter on August 11th recommending approval with two contingencies.
- NYBY Commercial Subdivision: CBBEL issued our final plat review letter on August 11th recommending approval with one contingency.
- Birchwood – Phase 5: CBBEL issued our final plat review letter on August 10th recommending approval.
- Birchwood Maintenance Letter of Credit – Phases 1-3 & 5: CBBEL provided a letter summarizing the Maintenance Letter of Credit amount for all four phases noted above. A singular Maintenance Letter of Credit will be provided for Phases 1-3 & 5.
- Monastery Woods, North – Phase 3: CBBEL issued a preliminary plat review letter on August 9th for the Applicant to address.
- Centennial Villas – Phase 3: CBBEL issued our final plat review letter on August 1st recommending approval. Record drawing comments regarding public infrastructure deficiencies were also included in this letter for the Applicant to address.
- Seal Tight Exteriors (Lakeview, Lot 10): *No Change from Previous Report*. CBBEL provided a review letter to the Applicant/Engineer on June 9th.
- Subdivision Ordinance/Development Standards Manual Update: CBBEL has begun updates to the DSM and is currently on-going. CBBEL received comments from Public Works and Nies. CBBEL will circulate an updated version of the details and revised specifications soon.

8) Stormwater Management Board

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

9080 W. 129th Place, Woodland Hills 1st Addition Subdivision: This project has been fully completed and stabilized.

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

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

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

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

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

High Grove, 6902 W. 128th Place: CBBEL updated the board regarding a site visit made to the concerned resident's home in early July. The resident was informed that the Town would core an opening into the adjacent 128th Place storm sewer structure outside her home; however, it is the homeowner's responsibility to provide any infrastructure to this point. The homeowner was advised to contact the Town Building Department for a list of licensed contractors that complete this work.

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

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

Stormwater Master Plan: CBBEL is preparing a proposal for the completion of a Town-wide Stormwater Master Plan. This plan would include mapping of the Town's entire storm sewer network, identification of system problem areas, hydrologic/hydraulic modeling of specific

areas, public participation meetings, and a final plan report detailing future projects and cost estimates. **This proposal may be combined with work related to a Stormwater System Development Charge.**

9) Building Department

CBBEL has been completing site plan and as-builts for individual lots. CBBEL has also been completing on-going development reviews in the following subdivisions/projects: Summer Winds, Birchwood Farms, Rose Garden Estates, Ledgestone, Centennial, Centennial Villas/Estates, Beacon East, Beacon West (Phases 5-7), Lakeside – Phase 2, Hanover Central Middle/Elementary School, Cedar Lake Storage, Lakeview Business Park, Oakwood, Police/Fire Complex, and Railside. MCM 4 construction inspections are also being completed at each development, where applicable.

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

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

Sincerely,



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

L060015 Council Report 081123.docx

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

Attachments: Project Status Report
All Projects Schedule

Town of Cedar Lake – Project Status Report

Christopher B. Burke Engineering, LLC

updated 08/11/23

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
060015.00001	Town Council	n/a	Town Council Report for 08/15/23 meeting	Completed	08/11/23
060015.00002	Plan Commission	n/a	Plan Reviews & LOC Inspections	Plan Commission Meetings and Review of Plan Applications. See letter for details.	ongoing
060015.00003	Stormwater Management Board	n/a	Review and reporting concerning agenda action items	Reviewing items as requested and reporting status to Storm Board. See letter for details.	ongoing, as requested
060015.00006	Stormwater Cost of Services Study	n/a	ERU calculation review	Ongoing review of ERU calculations for parcels requested by Town.	ongoing, as requested
220178	Cedar Lake Dredging Project	\$71,620 (annual)	Construction Plans/Construction Observation	<p>Dredging operations are continuing on a daily basis. Total volume dredged as of August 9th is approximately 130,000 CYS. The updated safety map and safety guidance memorandum were distributed to all access points a few weeks ago and posted on the Town's website. All buoy lighting within the lake was checked and replaced earlier this week.</p> <p>The water level has reached capacity in the Sediment Dewatering Facility and water has begun returning to the lake. The current average flowrate leaving the SDF is 5 cfs (+/- 2,200 gpm). Lake levels have been consistent throughout most of the summer, ranging from 4-5-inches below the weir. Initial water quality testing in accordance with IDEM permitting has been favorable with large reductions in Total Suspended Solids. – see 08/11/23 Council Report for details.</p>	ongoing
090043	MS4 Coordination	\$19,400 (annual)	MS4 Coordination Services & Development	<p>CBBEL staff performed MS4 permit required periodic Good Housekeeping/Pollution Prevention inspections of municipal operations. CBBEL also began preparing revisions to the Town's Illicit Discharge Detection and Elimination (IDDE) Plan to conform with current IDEM requirements and began initial dry weather screening inspections of outfalls.</p> <p>– see 08/11/23 Council Report for details.</p>	ongoing

Cedar Lake All Projects' Schedules

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



Cedar Lake Monthly Report - August

Veridus Recommendations

Date: August 11, 2023

Submitted For: Cedar Lake Town Officials

Priorities for remainder of 2023 and updates on work to date:

Public Safety Building

Current Work

- Ongoing Owner, Architect, and Contractor meetings are occurring to provide weekly updates on construction progress and updates
- Site work and infrastructure improvements are proceeding
- Retaining walls at footings have been placed
- Foundation work has started

Upcoming work:

- Continue to place retaining walls at footings
- Continue to form and pour retaining walls
- Place footings at police station
- Backfill at retaining walls
- Install steel columns at the police station
- Install masonry stemwalls
- Veridus POC: David Rainey – Director Owners Representation

Five-Year Park Master Plan RFP

- Veridus completed introductory call with Parks Superintendent to discuss Five-Year Parks Master Plan need
 - Identified need for RFP and process to select vendor to assist town with planning process
 - Focus on completing Five-Year Parks Master Plan to guide park board and serve as an amendment to the Town's Comprehensive Plan
- Veridus Completed initial draft of Five-Year Parks Masterplan RFP
 - RFP sent to Parks Superintendent for review
 - Veridus held a call with Park Superintendent for feedback on draft needed additions, edits, and identification of key dates
- RFP publication is anticipated to occur on July 6th
- Veridus completed final version of Parks Master Plan RFP and sent to Parks Superintendent June 19th
- RFP was presented to Parks Board July 6th
- Proposed dates include:
 - Questions Due to Parks Director - July 28, 2023
 - Question Answers Posted to Town Website - August 4, 2023
 - Submission Deadline for Proposals – 12pm CST - August 18, 2023
 - Proposals Reviewed by Selection Committee - August 21 - 23, 2023
 - Review / Evaluation of Proposals / Interviews - Week of August 28, 2023
- Anticipated selection date of a planning firm is September 7th

Economic Development and Redevelopment Support

- Veridus is working with Christopher Burke Engineering to develop scope for potential Road Impact Fee Study
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