



TOWN COUNCIL PUBLIC MEETING AGENDA

September 5, 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 HEARING:

1. **Ordinance No. 1456, Public Way Vacation Continued Public Hearing – Rago**
2. **Ordinance No. 1466, Annexation Ordinance, Howkinson Farm, (introductory reading July 18th)**

PUBLIC COMMENT (on agenda items):

CONSENT AGENDA:

1. **Minutes:** August 1, 2023
2. **Claims:** All Town Funds: \$217,490.61; Wastewater Operating: \$658,658.77; Water Utility: \$84,112.59; Storm Water: \$12,570.72; and Payroll: 8/17, 8/31, and 9/1/2023 - \$547,089.49

ORDINANCES & RESOLUTIONS:

1. **Ordinance No. 1437** – Flume Annexation Adoption (Public Hearing on 8-15, 7-0 Vote in favor)
2. **Ordinance No. 1458** – Ordinance Designating Economic Development Target Areas (*Intro. Read*)
3. **Ordinance No. 1469** – Job Description Amendment, Administrative Assistant for the PD
4. **Ordinance No. 1470** – Amending Ordinance No. 1114 – DARE Special Non-Reverting Fund
5. **Ordinance No. 1471** – Creating the East Side Water Improvements Special Non-Reverting Fund
6. **Resolution No. 1337** – Lake Ecosystem Restoration Pledged Funds Transfer Resolution

BZA/PLAN:

1. Conversion of Performance Letter of Credit to Maintenance – Birchwood Farms, Phases 1-3 & 5, **in the amount of \$395,168.95**
2. Replacement Performance Letter of Credit – Birchwood Farms, Phase 4, **in the amount of \$217,722.79**
3. Extension Performance Letter of Credit – Centennial Villas, Phase 3, **in the amount of \$174,896.05**
4. Extension Performance Letter of Credit – Rose Garden Estates, Unit 3, **in the amount of \$1,913,079.85**
5. Extension Performance Letter of Credit – MacArthur Elementary School **in the amount of \$312,289.00**

OLD BUSINESS:

1. Veridus Owner's Representative Services Proposal – Town Hall (*Deferred 8-1-23*)
2. Acceptance of the Founders Creek Well Site (*Deferred 8-1-23*)
 - a. Deed
 - b. License Agreement for Access

NEW BUSINESS:

1. Philip J Faccenda Agreements – Economic Development
 - a. Revenue Bonds 2023A – J3/LBL Development Project
 - b. Revenue Bonds 2023B – Schilling Development Project
2. Appointment of members to the Economic Development Commission
(The Commission will have 3 members, one appointment each of Lake County Council, Cedar Lake Town Council President, and Cedar Lake Town Councilmembers)
3. MOU for Accident Reconstruction Team – Chief Bill Fisher
4. Disbursement Request No. 5 for 2022A Project Trustee Fund No 1001031163 for the Police Station Project **in the amount of \$431,368.68**
5. Disbursement Request No. 2 for 2022B Project Trustee Fund No 1001031164 for the Fire Station Project **in the amount of \$735.809.54**
6. VS Engineering Pay Request for the Cline Avenue-Town Hall Sidewalk **in the amount of \$43,754.62**
7. Consider Peerless Midwest Contract for Founders Creek
8. Approve Peerless Midwest Additional Cost for Kretz Property Well **in the amount of \$2870**
9. CBBEL Pay Request 3 for the Stage 2 Dredging **in the amount of \$1,103,594.31**
10. Approval for use of Park Impact Fees for the beautification and sidewalk improvements along the lakefront area of Park of the Red Cedars **in an amount not to exceed \$35,000**
11. Consider approving a request to use \$20,000 from the Professional Consulting Fund to help fund the Taylor Ice Fest

REPORTS:

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

WRITTEN COMMUNICATION:

PUBLIC COMMENT:

ADJOURNMENT:

PRESS SESSION:

NEXT MEETING: Tuesday, September 19, 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

) SS:

COUNTY OF LAKE)

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

Notary Public
My Commission Expires 1-17-30

Signature of Petitioner(s)

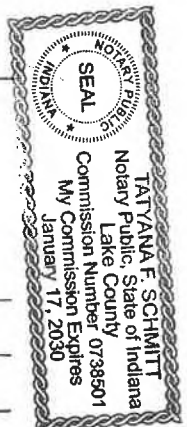
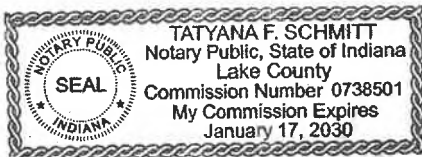
STATE OF INDIANA

) SS:

COUNTY OF LAKE)

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

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

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO: 1466

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Richard Sharpe, President

John C. Foreman, Vice-President

Robert H. Carnahan, Member

Colleen Schieben, Member

Ralph Miller, Member

Nick Recupito, Member

Julie A. Rivera, Member

ATTEST:

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



Howkinson Farm – Cedar Lake

Legal Description:

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

Address:

14517 Parrish Ave.

Cedar Lake, IN 46303

PIN:

45-13-33-200-004.000-013

Order ID:



* Agency Commission not included

GROSS PRICE * : **\$27.78**

PACKAGE NAME: IN Govt Legal Rates Post Tribune

Order ID: 

* Agency Commission not included

GROSS PRICE * : \$27.78**PACKAGE NAME:** IN Govt Legal Rates Post Tribune**Product(s):** SubTrib_Post Tribune, classified.chicagotribune.com**AdSize(s):** 2 Column**Run Date(s):** Tuesday, August 15, 2023**Zone:** Full Run**Color Spec.** B/W

Preview

**NOTICE OF PUBLIC HEARING ON PETITION FOR
ANNEXATION**

Notice is hereby given that the Town Council of the Town of Cedar Lake, Lake County, Indiana, will consider the Petition for Voluntary Annexation into the Town of Cedar Lake filed by Olthof Homes and adoption of Town Voluntary Annexation Ordinance No. 1466, on the 5th day of September 2023, at 7:00 p.m., at the Cedar Lake Town Hall, located at 7408 Constitution Avenue, Cedar Lake, Indiana 46303. The real property that is the subject of said Voluntary Annexation Ordinance is legally described as follows:

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

Copies of said Petition for Annexation and the proposed Fiscal Plan Policy and Resolution, and Annexation Ordinance, are on file at the Cedar Lake Clerk-Treasurer's Office and Town Administrative Offices located at 7408 Constitution Avenue, Cedar Lake, Indiana 46303, and may be viewed at those Offices during regular business hours. Also, the Petition for Voluntary Annexation and proposed Voluntary Annexation Ordinance may be viewed and examined on the Town Web Site@www.cedarlakein.org. All interested parties and remonstrators shall have the opportunity to testify at the hearing as to the proposed annexation, whether in person, or by audio participation, if utilized under existing Executive Orders of the Governor of the State of Indiana, as a consequence of public health circumstances. The Public Hearing may be continued from time to time as deemed necessary by the Town Council.

TOWN OF CEDAR LAKE,
LAKE COUNTY, INDIANA
/s/Jennifer N. Sandberg,
IAMC, CMC, CPFIM, Clerk-Treasurer
August 15, 2023 - 7475903 HSPAXLP

Northwest Indiana Times
601 W. 45th Ave.
(219) 933-3333

I, Bailee Liston, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Northwest Indiana Times, a publication that is a "legal newspaper" as that phrase is defined for the city of Munster, for the County of Lake, in the state of Indiana, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:
5 Aug 2023

Notice ID: whkXSpDWHxYPn36l1mwR
Publisher ID: 39114
Notice Name: Cedar Lake/Town Olthof Howkinson Annexation

PUBLICATION FEE: \$27.73

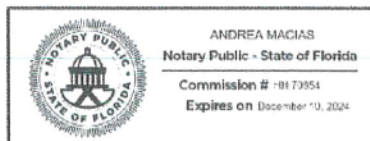
Agent _____

VERIFICATION

State of Florida
County of Hernando

Signed or attested before me on this: 08/07/2023

Notary Public
Notarized online using audio-video communication



**NOTICE OF PUBLIC HEARING ON
PETITION FOR ANNEXATION**

Notice is hereby given that the Town Council of the Town of Cedar Lake, Lake County, Indiana, will consider the Petition for Voluntary Annexation into the Town of Cedar Lake filed by Olthof Homes and adoption of Town Voluntary Annexation Ordinance No. 1466, on the 5th day of September 2023, at 7:00 p.m., at the Cedar Lake Town Hall, located at 7408 Constitution Avenue, Cedar Lake, Indiana 46303. The real property that is the subject of said Voluntary Annexation Ordinance is legally described as follows:

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

Copies of said Petition for Annexation and the proposed Fiscal Plan Policy and Resolution, and Annexation Ordinance, are on file at the Cedar Lake Clerk-Treasurer's Office and Town Administrative Offices located at 7408 Constitution Avenue, Cedar Lake, Indiana 46303, and may be viewed at those Offices during regular business hours. Also, the Petition for Voluntary Annexation and proposed Voluntary Annexation Ordinance may be viewed and examined on the Town Web Site @ www.cedarlakein.org. All interested parties and remonstrators shall have the opportunity to testify at the hearing as to the proposed annexation, whether in person, or by audio participation, if utilized under existing Executive Orders of the Governor of the State of Indiana, as a consequence of public health circumstances. The Public Hearing may be continued from time to time as deemed necessary by the Town Council.

TOWN OF CEDAR LAKE,
LAKE COUNTY, INDIANA
/s/ Jennifer N. Sandberg,
IAMC, CMC, CPFIM, Clerk-Treasurer
8/5 - 39114

HSPAXLP

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

RESOLUTION NO. 1336

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, APPROVING AND ADOPTING THE FISCAL PLAN OF OLTHOF FOR THE ANNEXATION OF CERTAIN REAL PROPERTY COMMONLY KNOWN AS 14517 PARRISH AVENUE, IN LAKE COUNTY, INDIANA, AND ALL MATTERS RELATED THERETO.

WHEREAS, Olthof Homes (hereinafter, "Petitioner"), has filed a Voluntary Petition for Annexation of certain real property abutting the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "TOWN"); and

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

WHEREAS, the Voluntary Petition for Annexation seeks the annexation of certain real property into the TOWN, which parcel(s) of real are commonly known as 14517 Parrish Avenue, Lake County, Indiana, which parcels are 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 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 5th DAY OF SEPTEMBER, 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

Howkinson Farm – Cedar Lake

Legal Description:

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

Address:

14517 Parrish Ave.
Cedar Lake, IN 46303

PIN:

45-13-33-200-004.000-013

By: _____

Title: _____

EXHIBIT B

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

This document is the written Fiscal Plan that establishes a definite policy for the provision of municipal services to the parcels of real property legally described on Exhibit "A" attached hereto (hereinafter "+/- 80 acres"), which parcel is being proposed for annexation.

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

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

The supporting documentation indicates a nominal cost to be incurred for providing these services as the 80 +/- acres, with the adjacent development parcels, develop. When the proposed area development parcel is fully developed, it is anticipated that revenues from the property taxes collected from the owners of property in the 80 +/- acres will exceed the costs incurred by a Town to provide such services. This project is based upon the assumption that the Town of Cedar Lake, by its Town Council and Plan Commission, respectively, approve and adopt a proposed PUD (Planned Unit Development) Zoning Classification and Development Project sought, and to be applied for by the Annexation Petitioner and Owner.

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 protect ion, street and road maintenance, and other noncapital services normally provided within the Town municipal corporate boundaries within one (1) year after the effective

By: _____

Title: _____

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

PROVISIONS FOR MUNICIPAL SERVICES

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

1. **Police Protection** – The real property being considered for annexation consists of a land area of approximately +/- 80 acres, more or less, and would be easily patrolled. The addition of the land area would result in some additional roadways; however, existing police patrols will accommodate the annexed area will be offset by increased revenues generated by the +/- 80 acres development property taxes. The current budget provides for 23 full-time Police Officers and a part-time Code Enforcement Officer.

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

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

By: _____

Title: _____

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

5. Traffic Control – Traffic control for this area would be under the jurisdiction of the Town of Cedar Lake Metropolitan Police Department. Installation of automatic traffic control devices/signals or other measures are not anticipated at this time, or in the foreseeable future. If required for the anticipated development, the installation of same would be at the cost of the Developer of the +/- 80 acres.

6. Streets and Roads – The proposed annexation would result in additional public streets for maintenance costs. It is anticipated that gas tax revenues will cover the maintenance costs for these streets. No additional equipment or manpower would be required as a result of this annexation. Upon development of the +/- 80 acres, the Developer will install streets and roadway improvements in the subdivision in accordance with the Town's Subdivision Control Ordinance, development standards of the Town, and/or land use and development approvals for development, including any PUD Agreement or Zoning Commitment(s) under applicable law.

7. Streetlights and Signage – The proposed annexation would result in additional streetlights and signage for maintenance costs. It is anticipated that gas tax revenues will cover the maintenance costs for these streetlights and signage. No additional equipment or manpower would be required as a result of this annexation. Upon development of the +/- 80 acres, the Developer will install streets and roadway improvements in the subdivision in accordance with the Town's Subdivision Control Ordinance, development standards of the Town, and/or land use and development approvals for development, including any PUD Agreement or Zoning Commitment(s) under applicable law.

8. Parks – No additional parks are presently anticipated, subject to Project Development Agreement undertakings for the +/- 80 acres. Upon completion of development and/or at the time of building permit issuance, the Town will assess a Park Impact Fee in the amount of \$2,170.33, per each platted parcel or identified parcel delineated for residential structure, as approved. This Park Impact Fee may then be used by the Town for any permitted and authorized park improvements.

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

By: _____

Title: _____

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

11. Water – The Cedar Lake Municipal potable water supply will be available to all residents in the proposed +/- 80 acres to be annexed. Infrastructure necessary to supply water to each of the proposed lots within the development will be constructed and paid for in the course of development construction by the Developer, or Agreement with the Town Municipal Utility. Water usage will be paid for by the Town billing household users at the then current rates directly on a monthly basis, when service is provided.

12. Sanitary Sewers – Pursuant to an agreement with the Town of Lowell, the Lowell Wastewater Treatment Plant has sufficient capacity allotted to the Town of Cedar Lake to service the +/- 80 acres to be annexed. Infrastructure necessary to provide a sanitary sewer connection and wastewater treatment service to each of the proposed lots will be constructed and paid for in the course of the development construction by the Developer, or Agreement with the Town Municipal Utility. Sanitary sewer usage will be paid for by Town billing household users at the then-current rates directly on a monthly basis.

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

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

REVENUES

The total amount of tax revenues payable to the Town of Cedar Lake, once the development project is completed, will increase in direct proportion with the number of residential units and approved amenities constructed in the +/- 80 acres development, as confirmed by the 2022-2023 budget reports prepared by the Town Financial Advisor, O.W. Krohn and Associates, LLP.

FINANCIAL SUMMARY OF FISCAL IMPACT OF AREA TO BE ANNEXED

By: _____

Title: _____

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

METHOD OF FINANCING PLANNED SERVICES

The noncapital services will be financed by the Town of Cedar Lake General Fund and provided within the first year of annexation, or as required, depending on the rate of development within the +/- 80 acres and annexed area. The capital services, as required, will be funded by the payment of property taxes assessed against improvements as the +/- 80 acres development is constructed and completed. All costs and expenses of development improvement herein will be the responsibility of the Petitioner/Developer as set forth herein, and any other agreement entered, pursuant to law, for land use approvals for the development proposed and to be constructed on the subject parcel.

By: _____

Title: _____

EXHIBIT B

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

This document is the written Fiscal Plan that establishes a definite policy for the provision of municipal services to the parcels of real property legally described on Exhibit "A" attached hereto (hereinafter "+/- 80 acres"), which parcel is being proposed for annexation.

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

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

The supporting documentation indicates a nominal cost to be incurred for providing these services as the 80 +/- acres, with the adjacent development parcels, develop. When the proposed area development parcel is fully developed, it is anticipated that revenues from the property taxes collected from the owners of property in the 80 +/- acres will exceed the costs incurred by a Town to provide such services. This project is based upon the assumption that the Town of Cedar Lake, by its Town Council and Plan Commission, respectively, approve and adopt a proposed PUD (Planned Unit Development) Zoning Classification and Development Project sought, and to be applied for by the Annexation Petitioner and Owner.

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 protect ion, street and road maintenance, and other noncapital services normally provided within the Town municipal corporate boundaries within one (1) year after the effective date of annexation, and that said services will be provided in a manner equivalent in standard and scope to those noncapital services provided to areas within the Towns municipal corporate boundaries. Furthermore, and also subject to the provisions hereinafter in this Fiscal Plan for provision by the Town

By: _____

Title: _____

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

PROVISIONS FOR MUNICIPAL SERVICES

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

1. **Police Protection** – The real property being considered for annexation consists of a land area of approximately +/- 80 acres, more or less, and would be easily patrolled. The addition of the land area would result in some additional roadways; however, existing police patrols will accommodate the annexed area will be offset by increased revenues generated by the +/- 80 acres development property taxes. The current budget provides for 23 full-time Police Officers and a part-time Code Enforcement Officer.

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

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

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

By: _____

Title: _____

5. Traffic Control – Traffic control for this area would be under the jurisdiction of the Town of Cedar Lake Metropolitan Police Department. Installation of automatic traffic control devices/signals or other measures are not anticipated at this time, or in the foreseeable future. If required for the anticipated development, the installation of same would be at the cost of the Developer of the +/- 80 acres.

6. Streets and Roads – The proposed annexation would result in additional public streets for maintenance costs. It is anticipated that gas tax revenues will cover the maintenance costs for these streets. No additional equipment or manpower would be required as a result of this annexation. Upon development of the +/- 80 acres, the Developer will install streets and roadway improvements in the subdivision in accordance with the Town's Subdivision Control Ordinance, development standards of the Town, and/or land use and development approvals for development, including any PUD Agreement or Zoning Commitment(s) under applicable law.

7. Streetlights and Signage – The proposed annexation would result in additional streetlights and signage for maintenance costs. It is anticipated that gas tax revenues will cover the maintenance costs for these streetlights and signage. No additional equipment or manpower would be required as a result of this annexation. Upon development of the +/- 80 acres, the Developer will install streets and roadway improvements in the subdivision in accordance with the Town's Subdivision Control Ordinance, development standards of the Town, and/or land use and development approvals for development, including any PUD Agreement or Zoning Commitment(s) under applicable law.

8. Parks – No additional parks are presently anticipated, subject to Project Development Agreement undertakings for the +/- 80 acres. Upon completion of development and/or at the time of building permit issuance, the Town will assess a Park Impact Fee in the amount of \$2,170.33, per each platted parcel or identified parcel delineated for residential structure, as approved. This Park Impact Fee may then be used by the Town for any permitted and authorized park improvements.

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

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

11. Water – The Cedar Lake Municipal potable water supply will be available to all residents in the proposed +/- 80 acres to be annexed. Infrastructure necessary to supply water to each of the proposed lots within the development will be constructed and paid for in the course of development construction by the Developer, or Agreement with the Town Municipal Utility. Water usage will be paid

By: _____

Title: _____

for by the Town billing household users at the then current rates directly on a monthly basis, when service is provided.

12. Sanitary Sewers – Pursuant to an agreement with the Town of Lowell, the Lowell Wastewater Treatment Plant has sufficient capacity allotted to the Town of Cedar Lake to service the +/- 80 acres to be annexed. Infrastructure necessary to provide a sanitary sewer connection and wastewater treatment service to each of the proposed lots will be constructed and paid for in the course of the development construction by the Developer, or Agreement with the Town Municipal Utility. Sanitary sewer usage will be paid for by Town billing household users at the then-current rates directly on a monthly basis.

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

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

REVENUES

The total amount of tax revenues payable to the Town of Cedar Lake, once the development project is completed, will increase in direct proportion with the number of residential units and approved amenities constructed in the +/- 80 acres development, as confirmed by the 2022-2023 budget reports prepared by the Town Financial Advisor, O.W. Krohn and Associates, LLP.

FINANCIAL SUMMARY OF FISCAL IMPACT OF AREA TO BE ANNEXED

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

METHOD OF FINANCING PLANNED SERVICES

The noncapital services will be financed by the Town of Cedar Lake General Fund and provided within the first year of annexation, or as required, depending on the rate of development within the +/- 80 acres and annexed area. The capital services, as required, will be funded by the payment of property taxes assessed against improvements as the +/- 80 acres development is constructed and completed. All costs and expenses of development improvement herein will be the responsibility of the Petitioner/Developer as set forth herein, and any other agreement entered, pursuant to law, for land use approvals for the development proposed and to be constructed on the subject parcel.

By: _____

Title: _____

September 5, 2023

ALL TOWN FUNDS	\$217,490.61
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WASTEWATER OPERATING	\$658,658.77
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WATER UTILITY	\$84,112.59
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STORM WATER	\$12,570.72
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PAYROLL 8/17/23, 8/31/23 & 9/1/23	\$547,089.49
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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

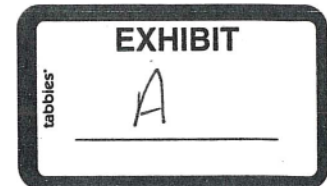
ATTEST:

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

ORDINANCE NO. 1458

**AN ORDINANCE OF THE TOWN OF CEDAR LAKE, LAKE
COUNTY, INDIANA, DESIGNATING AREAS WITHIN THE TOWN
AS ECONOMIC DEVELOPMENT TARGET AREAS**

WHEREAS, the Town of Cedar Lake, Lake County, Indiana Economic Development Commission has recommended that the Town Council designate each of the areas described at Exhibit A (the “Founder’s Creek Area”), at Exhibit B (the “Lakeside Area”), at Exhibit C (the “Red Cedars Area”), at Exhibit D (the “Bay Bridge Area”), at Exhibit E (the “Oakbrook Area”), at Exhibit F (the “Monastery Woods North Area”), and at Exhibit G (the “_____ Area”) attached hereto (the Founder’s Creek Area, the Lakeside Area, the Red Cedars Area, the Bay Bridge Area, the Oakbrook Area, the Monastery Woods North Area and the _____ Area, collectively, the “Areas”) hereto as an “economic development target area” pursuant to IC 6-1.1-12.1-7, as amended; and

WHEREAS, the Town Council has reviewed such recommendation and determined that such designation will further the economic development and redevelopment purposes of the Town of Cedar Lake, Lake County, Indiana (the “Town”);

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

Section 1. Findings. The Town Council hereby finds that each of the Founder’s Creek Area, the Lakeside Area, the Red Cedars Area, the Bay Bridge Area, the Oakbrook Area, the Monastery Woods North Area and the _____ Area have become undesirable or impossible for normal development and occupancy because of a lack of development, cessation of growth, deterioration of improvements or character of occupancy, age, obsolescence, substandard buildings, or other factors that have impaired values or prevent a normal development of property or use of property in each of the respective Areas. The Town Council further finds that the designation of each of the Areas as an economic development target area will not cause the City to exceed the fifteen percent (15%) limit on the geographic territory in the Town that may be so designated.

Section 2. Designation. The Town Council hereby designates each of the Founder’s Creek Area, the Lakeside Area, the Red Cedars Area, the Bay Bridge Area, the Oakbrook Area, the Monastery Woods North Area and the _____ Area as an “economic development target area” for purposes of IC 6-1.1-12.1-7, as amended.

Section 3. Effective Date. This Ordinance shall be in full force and effect immediately upon adoption.

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

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

Richard Sharpe, President

John C. Foreman, Vice-President

Robert H. Carnahan, Member

Nick Recupito, Member

Julie A. Rivera, Member

Ralph Miller, Member

Colleen Schieben, Member

ATTEST:

Jennifer N. Sandberg, IAMC, Clerk-Treasurer

EXHIBIT A

Founder's Creek Economic Development Target Area

Legal Description

DRAFT

EXHIBIT B

Lakeside Economic Development Target Area

Legal Description

DRAFT

EXHIBIT C

Red Cedars Economic Development Target Area

Legal Description

DRAFT

EXHIBIT D

Bay Bridge Economic Development Target Area

Legal Description

DRAFT

EXHIBIT E

Oakbrook Economic Development Target Area

Legal Description

DRAFT

EXHIBIT F

Monastery Woods North Economic Development Target Area

Legal Description

DRAFT

EXHIBIT G

Economic Development Target Area

Legal Description

DRAFT

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO.: 1469

AN ORDINANCE AMENDING TOWN ORDINANCE NO. 1150, AS AMENDED FROM TIME TO TIME, BEING: “AN ORDINANCE ESTABLISHING JOB/EMPLOYMENT DESCRIPTIONS FOR THE EMPLOYEES OF THE TOWN OF CEDAR LAKE, REPEALING ALL ORDINANCES AND TOWN CODE SECTIONS, OR PORTIONS THEREOF, IN CONFLICT HERewith, INCLUDING ORDINANCE NO. 1064; AND ALL MATTERS RELATED HERETO”; AMENDING THE JOB DESCRIPTION OF POLICE CHIEF’S ADMINISTRATIVE ASSISTANT JOB POSITION FOR THE TOWN OF CEDAR LAKE POLICE DEPARTMENT, AND ALL MATTERS RELATED THERETO.

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

WHEREAS, the Town Council has reviewed its growth and staffing needs for the Town, specifically the job responsibilities and duties of the Police Chief’s Administrative Assistant; and

WHEREAS, the Town Council has determined, after such review, that the need to amend the Police Chief’s Administrative Assistant job description exists; and

WHEREAS, the Town Council, upon its review, has determined it appropriate, advisable, and in the best interests of the residents of the Town, to amend Police Chief’s Administrative Assistant; and

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

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

SECTION ONE: That Town Ordinance No. 1150 be amended to include Exhibit “A”, attached to this Amendatory Ordinance, amending the Job/Employment Description for the Police Chief’s Administrative Assistant, and hereby approved and adopted.

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

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

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

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

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

Richard Sharpe, President

John C. Foreman, Vice-President

Robert H. Carnahan, Member

Julie Rivera, Member

Nick Recupito, Member

Ralph Miller, Member

Colleen Schieben, Member

ATTEST:

Jennifer N. Sandberg, IAMC
Clerk-Treasurer

**TOWN OF CERCAR LAKE
POSITION DESCRIPTION
Police Department – Administrative Assistant**

CLASS TITLE:	Administrative Assistant	LOCATION:	Police Department
DEPARTMENT:	Police	EMPLOYMENT LEVEL:	Non-Exempt
DIVISION:	Police Civilian		

GENERAL PURPOSE

Performs a variety of routine and complex clerical, secretarial and administrative work in keeping official records, providing administrative support to the administrative staff, and assisting in the administration of the standard operating policies and procedures of the Department.

SUPERVISION RECEIVED

Works under the direct supervision of the Cedar Lake Chief of Police.

SUPERVISION EXERCISED

- ☐ Oversees/Supervises daily operations of the part-time and full-time records clerks.
- ☐ As directed by the Cedar Lake Police Chief

ESSENTIAL DUTIES AND RESPONSIBILITIES

- ☐ Performs routine clerical and administrative work in answering telephones, receiving the public, providing customer assistance, and data processing
- ☐ Answers in-coming calls and route callers or provides information as required.
- ☐ Receives the public and answers questions; responds to inquiries from employees, citizens and others and refers, when necessary, to appropriate persons.
- ☐ Assist in the procurement of department materials and supplies.
- ☐ Operates listed office machines and equipment as required.
- ☐ Receives, stamps, and distributes incoming mail, processes outgoing mail.

- ❑ Composes, types, and edits a variety of correspondence, reports, memoranda, and other material requiring judgment as to content, accuracy, and completeness.
- ❑ Inputs data to standard office and department forms; compiles data for various reports.
- ❑ Plan conferences and training sessions. Coordinates travel plans for staff.
- ❑ Prepares records such as notices, minutes, ordinances, and resolutions.
- ❑ Acts as custodian of departmental documents and records. Established and maintains filing systems, control records and indexes using moderate independent judgment.
- ❑ Maintains inventories and orders office supplies and materials, maintains departmental personnel records.
- ❑ Schedules appointments, and performs other administrative and clerical duties.
- ❑ Prepares a variety of studies, reports and related information for decision-making purposes; conducts research, analysis, and prepares recommendations regarding proposals for programs, grants, services, budget, equipment, etc., as delegated.
- ❑ Provides administrative assistance to supervisor in meeting management; assembles background materials, prepares agendas, and records action items for various meetings, as delegated.
- ❑ Investigates and follows-up on citizen requests for service, complaints, and requests for information.
- ❑ Assists in the development of notices, flyers, brochures, newsletters, media releases, news articles, and other informational materials about programs and services.
- ❑ Oversees/supervises the daily operations of the part-time and full-time records clerks.
- ❑ Data entry, review, audits and approval of department's payroll. Compile data, create reports and submit to Payroll Department (i.e. overtime, sick leave, incentive days, workers compensation, FMLA, etc.)

PERIPHERAL DUTIES

- ❑ Assist other town department heads in various clerical duties.
- ❑ Operates a vehicle when necessary to travel for town business matters.

- ❑ Attend seminars and workshops related to administrative duties and responsibilities.

DESIRED MINIMUM QUALIFICATIONS

- ❑ Education and Experience:
 - A. Graduation from a high school or GED equivalent with specialized course work in general office practices such as typing, filing, and
 - B. Five (5) years of increasingly responsible related experience, or any equivalent combination of related education and experience.
- ❑ Necessary Knowledge, Skills and Abilities:
 - A. Working knowledge of computers and electronic data processing; working knowledge of modern office practices and procedures.
 - B. Skill in operation of listed tools and equipment.
 - C. Ability to effectively meet, communicate and interact with the public; ability to communicate effectively verbally and in writing; ability to handle stressful situations.
 - D. Working knowledge of the principles and practices of modern public administration; working knowledge of human resource administration; Working knowledge of modern records management techniques.
 - E. Ability to establish and maintain effective working relationships with employees, supervisors, other departments, officials and the public; Ability to communicate effectively verbally and in writing.

SPECIAL REQUIREMENTS

Must be twenty-one (21) years or older; Must possess, or be able to obtain by time of hire, a valid driver's license without record of suspension or revocation in any State.

Must be able to obtain and maintain certification as terminal operator under the requirements of the Indiana State Police Data and Communications System.

Obtain and maintain any additional certifications that may from time to time be required by policy, ordinance, or applicable law.

No felony convictions or disqualifying criminal histories; U.S. citizen; Must be able to read and write the English language; Must be of good moral character and of temperate and industrious habits.

TOOLS AND EQUIPMENT USED

Typewriter, personal computer, including word-processing, spreadsheet, and data base software; telephone, copy machine; facsimile machine, calculator.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT

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

The noise level in the work environment is usually quiet.

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interviews and references check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. As workload changes, assistance will be required to assume more responsibilities.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approval: _____
Supervisor

Approval: _____
Appointing Authority

Effective Date: _____

Revision History

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO.: 1470

AN ORDINANCE AMENDING TOWN ORDINANCE NO. 1114, BEING “AN ORDINANCE ESTABLISHING THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, POLICE DEPARTMENT DRUG ABUSE RESISTANCE EDUCATION (D.A.R.E) PROGRAM SPECIAL REVENUE NON-REVERTING FUND”, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter the “Town Council”), is aware of the establishment by the Town Metropolitan Police Department of a school drug resiliency/drug education program, whereby the Town Metropolitan Police Department, together with local schools, collaborate and join together to educate school age children about the personal and social consequences of substance abuse and violence; further, the Town Council is aware that these Programs has been in existence for a number of years, successfully, and continues to be an essential initiative by the Town Metropolitan Police Department for the residents of Cedar Lake; and

WHEREAS, the Town Council is further aware that the Town Metropolitan Police Department funds its school drug resiliency/drug education program in conjunction with the local schools in the Town through the receipt of grants, donations and contributions in various forms and amounts; and

WHEREAS, the Town Council has been informed and advised that the continuity of the school drug resiliency/drug education program, an initiative conducted by the Town Metropolitan Police Department, is intended to be dependent upon continued grants, donations and contributions of various types; further, preservation of segregation with proper accounting of said contributed and donated funds and resources is critical to the continuity of the Program and as such, establishment of a special revenue non-reverting fund is advisable, necessary, and in the best interests of the residents of the Town related to this initiative.

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

SECTION ONE: That Town Ordinance No. 1114, and all amendments thereto, is hereby repealed, and replaced by the within enabling Ordinance.

SECTION TWO: That there is hereby established the “TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, POLICE DEPARTMENT SCHOOL DRUG RESILIENCY/DRUG EDUCATION PROGRAM SPECIAL REVENUE NON-REVERTING FUND,” which shall be a Special Revenue Non-Reverting Fund under the rules, regulations, and requirements of applicable Indiana Law, including the Indiana Code, as mended from time to time, as well as the administrative rules and requirements of the Indiana State Board of Accounts.

SECTION THREE: That any monies collected as donations and contributions, event participation and/or registration fees, grants or any other specifically designated funds collected for the Cedar Lake Police Department drug education program which are not otherwise specifically deposited pursuant to any other Town Ordinances or State Law, as well as specified designated appropriations from other Town Funds, shall be deposited into the “TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, POLICE DEPARTMENT SCHOOL DRUG RESILIENCY/DRUG EDUCATION PROGRAM SPECIAL REVENUE NON-REVERTING FUND.”

SECTION FOUR: That the monies deposited into the “TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, POLICE DEPARTMENT SCHOOL DRUG RESILIENCY/DRUG EDUCATION PROGRAM SPECIAL REVENUE NON-REVERTING FUND” shall be utilized and expended only in connection with the planning, coordination, preparation and implementation of any and all activities related to the Cedar Lake Police Department drug education program designated and identified specifically for such purposes, and all activities related thereto, but no other.

SECTION FIVE: That the Clerk-Treasurer of the Town is hereby authorized and directed to take all appropriate and required steps to establish said “TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, POLICE DEPARTMENT SCHOOL DRUG RESILIENCY/DRUG EDUCATION PROGRAM SPECIAL REVENUE NON-REVERTING FUND” in conformance and compliance with all applicable law, as amended from time to time. The School Drug Resiliency/Drug Education Program Special Revenue Non-Reverting fund will replace and take over the DARE Special Revenue Non-Reverting fund.

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

SECTION EIGHT: That this Amending 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, Indiana, and publication in conformance with applicable law.

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

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

Richard Sharpe, President

John C. Foreman, Vice-President

Robert H. Carnahan, Member

Julie A. Rivera, Member

Colleen Schieben, Member

Ralph Miller, Member

Nick Recupito, Member

ATTEST:

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

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO.: 1471

AN ORDINANCE ESTABLISHING A TOWN Y2023 WATER IMPROVEMENT PROJECT SPECIAL REVENUE NON-REVERTING FUND FOR THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town of Cedar Lake, Lake County, Indiana, is a unit of local government duly organized as a Municipal Corporation in Lake County, Indiana (hereinafter, the “**TOWN**”); and

WHEREAS, the **TOWN** is governed by its duly elected legislative and fiscal body, the Town Council (hereinafter, the “**TOWN COUNCIL**”); and

WHEREAS, the **TOWN COUNCIL** has been informed and advised that special funds will be transmitted to the **TOWN** from Lake County, Indiana, a unit of local government, pursuant to terms and provisions of a Joint Interlocal Cooperation Agreement between the **TOWN** and Lake County, Indiana (hereinafter, the “**COUNTY**”), for improvement costs to be incurred by the **TOWN** for water well exploration, drilling, testing, and IDEM permitting activities entered into by the **TOWN** and **COUNTY** the 6th day of June, 2023; that a copy of the aforesaid Joint Interlocal Cooperation Agreement between the **TOWN** and the **COUNTY** for payment and receipt of the described improvement cost is attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the **TOWN COUNCIL**, in anticipation of receipt of said aforementioned funds to be distributed by the **COUNTY** to the **TOWN**, in the amount of Six Hundred Fifty Thousand 00/100 Dollars (\$650,000), is to be used by the **TOWN** in the manner, and pursuant to the parameters of the aforementioned Joint Interlocal Cooperation Agreement; and

WHEREAS, the **TOWN COUNCIL**, in anticipation of receipt of said funds from the **COUNTY**, now concurs and agrees that establishment of a **TOWN Y2023 WATER IMPROVEMENT PROJECT SPECIAL REVENUE NON-REVERTING FUND** for the **TOWN**, pursuant to the terms and provisions of the aforesaid Joint Interlocal Cooperation Agreement now concurs and agrees that establishment of a **TOWN Y2023 WATER IMPROVEMENT PROJECT SPECIAL REVENUE NON-REVERTING FUND** is appropriate; and

WHEREAS, the **TOWN COUNCIL**, being duly advised in the fund source from which the **TOWN** will receive funds from the **COUNTY**, and whereby said funds from **COUNTY** are deposited into an appropriate **TOWN Y2023 WATER IMPROVEMENT PROJECT SPECIAL REVENUE NON-REVERTING FUND** for the **TOWN** for use in the same manner described in said **TOWN** Joint Interlocal Cooperation Agreement with the **COUNTY**, now concurs and agrees that establishment of said **TOWN Y2023 WATER IMPROVEMENT PROJECT SPECIAL REVENUE NON-REVERTING FUND** is appropriate, advisable, and in the best interests of the residents 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 a **TOWN Y2023 WATER IMPROVEMENT PROJECT SPECIAL REVENUE NON-REVERTING FUND** for the **TOWN** is hereby established for the deposit of funds received by the **TOWN** from the **COUNTY** pursuant to the terms of the Joint Interlocal Cooperation Agreement between the **TOWN** and the **COUNTY**; further, that the funds deposited in the **TOWN Y2023 WATER IMPROVEMENT PROJECT SPECIAL REVENUE NON-REVERTING FUND** shall be used consistent with the requirements of and parameters for the funds disbursed by the **COUNTY** to the **TOWN** pursuant to the Joint Interlocal Cooperation Agreement between the Parties.

SECTION TWO: That the **TOWN** Clerk-Treasurer shall account for, maintain records of deposits and expenditures, and comply with all rules, regulations, and requirements of the Indiana State Board of Accounts for Fund Management in the State of Indiana, including reporting of same, all consistent with the rules, regulations, and requirements of the Indiana State Board of Accounts, as same are amended from time to time.

SECTION THREE: That at the end of each budget/calendar year, monies remaining in the **TOWN Y2023 WATER IMPROVEMENT PROJECT SPECIAL REVENUE NON-REVERTING FUND** shall remain in said fund, and no funds therein shall revert to the **TOWN** General Fund, or any other fund, in conformance with applicable law for such funds in the State of Indiana.

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

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

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

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

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

RICHARD SHARPE, President

JOHN C. FOREMAN, Vice-President

ROBERT H. CARNAHAN, Member

JULIE A. RIVERA, Member

NICK RECUPITO, Member

RALPH MILLER, Member

COLLEEN SCHIEBEN, Member

ATTEST:

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

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

RESOLUTION NO. 1337

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

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

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

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

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

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY,
INDIANA THIS ____ DAY OF _____, 2023.**

Richard Sharpe, President

John Foreman, Vice President

Robert H. Carnahan

Julie Rivera

Ralph Miller

Colleen Schieben

ATTEST:

Nick Recupito

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



P. O. Box 1602
South Bend, IN 46634

August 16, 2023

Town of Cedar Lake
Attn: Department of Planning, Zoning, and Building
7408 Constitution Ave
Cedar Lake, IN 46303

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [REDACTED]

Re: Maintenance Letter of Credit for Phases 1, 2, 3 and 5 of the Birchwood Subdivision

We hereby authorize you to draw on 1st Source Bank, 100 N. Michigan Street, P. O. Box 1602, South Bend, Indiana, 46634, for the account of **Hanover Development LLC, 8051 Wicker Ave, Saint John, IN 46373** (Applicant), up to an aggregate amount of Three Hundred Ninety-Five Thousand One Hundred Sixty-Eight Dollars and Ninety-Five Cents (**\$395,168.95**) available by your draft at sight drawn on us, when accompanied by this original Irrevocable Standby Letter of Credit, with all Amendments hereto, and the following:

- Presentation of your draft (s) at sight drawn on us bearing the clause: "Drawn under 1st Source Bank Irrevocable Standby Letter of Credit No. [REDACTED], dated August 16, 2023." The original of, and any amendments to, this Irrevocable Letter of Credit must accompany all draws.
- See Addendum to Irrevocable Letter of Credit No. [REDACTED]

We hereby agree with you that a draft drawn under and in compliance with the terms of this Irrevocable Standby Letter of Credit shall be duly honored by us upon presentation at this office on or prior to August 16, 2026. Draft must be marked "Drawn under 1st Source Bank Standby Letter of Credit No. [REDACTED] dated August 16, 2023".

This Irrevocable Standby Letter of Credit is non-transferable.

This Irrevocable Standby Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600 (the "Uniform Customs").

1ST SOURCE BANK

By: [REDACTED]

Tara Casper, AVP



ADDENDUM TO IRREVOCABLE LETTER OF CREDIT NO. [REDACTED]

August 16, 2023

Town of Cedar Lake
Attn: Department of Planning, Zoning and Building
7408 Constitution Avenue
Cedar Lake, IN 46303

Re: Maintenance Letter of Credit for Phases 1, 2, 3 and 5 of the Birchwood Subdivision

To Whom it May Concern:

We hereby establish in your favor our Irrevocable Letter of Credit for the account of Hanover Development LLC up to an aggregate amount of Three Hundred Ninety-Five Thousand One Hundred Sixty-Eight Dollars and Ninety-Five Cents (395,168.95) U.S. DOLLARS which is available by presentation of your draft(s) at sight drawn on us bearing the clause: "Drawn under 1st Source Bank Irrevocable Letter of Credit No. [REDACTED] dated August 16, 2023.

The original of, and any amendments to, this Letter of Credit must accompany all draws. This Letter of Credit will expire at the close of the regular business day on August 16, 2026, and such drafts and any other required documents must be presented for payment and received by us on or before such date.

We hereby engage with drawers and/or bona fide holders that drafts drawn and negotiated in conformity with the terms of this credit will be duly honored on presentation and that drafts accepted in conformity with the terms of this credit will be duly honored at maturity.

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

1st Source Bank
P.O. Box 1602
South Bend, IN 46634

Irrevocable Letter of Credit No. [REDACTED]

Subdivision/Entity: Hanover Development LLC
 8051 Wicker Avenue
 St. John, IN 46373

Accepting the Maintenance Letter of Credit for Birchwood Farms Phases 1, 2, 3, and 5.

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

TOWN COUNCIL
TOWN OF CEDAR LAKE, INDIANA

By: _____
Richard Sharpe
Town Council President

ATTEST:

Jennifer Sandberg, IAMC, CMC, CPFIM
Clerk-Treasurer

August 10, 2023

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

Attention: Plan Commission

Subject: Birchwood Phases 1-3 & 5 – Maintenance Letter of Credit
(CBBEL Project No. 060015.00017)

Dear Plan Commission Members:

As requested, Christopher B. Burke Engineering, LLC (CBBEL) staff has reviewed record drawings and inspection information from the Town's Public Works staff for Birchwood Subdivision, Phases 1-3 & 5. The Developer has requested that the Performance Letter of Credit be rolled into a Maintenance Letter of Credit for each phase. The information and request were reviewed in compliance with the Town of Cedar Lake's Subdivision Ordinance (No. 498) and associated standard engineering methods.

Based on field inspections of the development and as-built infrastructure reviews, we recommend that a Maintenance Letter of Credit for all phases be established in the amount of \$395,168.95 for a period of 3 years. The estimate of probable cost is attached.

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

Sincerely,



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

Encl: Estimated Cost of Construction

cc: Town Manager – (via email)
Town Planning Director – (via email)
Town Director of Operations – (via email)
Town Building Administrator – (via email)
Town Attorney – (via email)
Jeff Yatsko, Olthof – (via email)

Town of Cedar Lake
Birchwood Farms Subdivision, Phases 1-3 & 5
Recommended Maintenance Letter of Credit as of 08/10/23
Subdivision Improvements Included in the various Final Plat Portions
(CBBEL Project 060015.00017)

Description	Unit	Qty	Unit Price	Cost
<u>Sanitary Sewer Improvments</u>				
48" SMH	EACH	36	\$ 3,000.00	\$ 108,000.00
48" SMH Drop	EACH	2	\$ 4,000.00	\$ 8,000.00
Air Release Valve/Vault	EACH	2	\$ 3,914.00	\$ 7,828.00
8" PVC SDR 26	LF	6833	\$ 27.10	\$ 185,174.30
6" SAN SVC - Short	EACH	59	\$ 704.00	\$ 41,536.00
6" SAN SVC - Long	EACH	40	\$ 1,350.00	\$ 54,000.00
4" PVC Forcemain	LF	2512	\$ 35.00	\$ 87,920.00
4" Bends	EACH	21	\$ 330.00	\$ 6,930.00
Sanitary Lift Station Equipment (quote)	LS	1	\$ 90,000.00	\$ 90,000.00
72" Wet Well (quote)	EACH	1	\$ 15,322.00	\$ 15,322.00
72" Valve Vault (quote)	EACH	1	\$ 7,750.00	\$ 7,750.00
6' Ornamental Fencing around Lift Station	LF	160	\$ 50.00	\$ 8,000.00
Tie-in to Existing SAN	EACH	1	\$ 2,000.00	\$ 2,000.00
Road Structural Backfill	LF	415	\$ 23.00	\$ 9,545.00
Sanitary Sewer Subtotal				\$ 632,005.30
<u>Watermain Improvements</u>				
8" DIP WM	LF	8560	\$ 40.00	\$ 342,400.00
12" DIP WM	LF	350	\$ 65.00	\$ 22,750.00
Fire Hydrant	EACH	27	\$ 4,000.00	\$ 108,000.00
8" VB	EACH	33	\$ 1,200.00	\$ 39,600.00
8" Bends	EACH	23	\$ 330.00	\$ 7,590.00
8" Cross	EACH	2	\$ 500.00	\$ 1,000.00
8x8 Tee	EACH	4	\$ 440.00	\$ 1,760.00
12x8 Tee	EACH	1	\$ 550.00	\$ 550.00
1" Service Pipe, Short	EACH	45	\$ 660.00	\$ 29,700.00
1" Service Pipe, Long	EACH	54	\$ 1,400.00	\$ 75,600.00
B Box	EACH	99	\$ 500.00	\$ 49,500.00
Road Structural Backfill	LF	515	\$ 21.00	\$ 10,815.00
Watermain Subtotal				\$ 689,265.00
<u>Watermain Improvements (Offsite)</u>				
12" DIP WM	LF	3872	\$ 65.00	\$ 251,680.00
Fire Hydrant	EACH	14	\$ 4,000.00	\$ 56,000.00
12" VB	EACH	10	\$ 2,400.00	\$ 24,000.00
12" Bends	EACH	33	\$ 440.00	\$ 14,520.00
12 to 16 Hot Tap	EACH	1	\$ 5,500.00	\$ 5,500.00
Watermain Auger Bore	LF	80	\$ 400.00	\$ 32,000.00
Watermain Subtotal				\$ 383,700.00
<u>Storm Sewer Improvements</u>				
12" RCP	LF	4066	\$ 25.00	\$ 101,650.00
15" RCP	LF	1568	\$ 26.50	\$ 41,552.00
18" RCP	LF	1386	\$ 30.00	\$ 41,580.00
21" RCP	LF	607	\$ 37.50	\$ 22,762.50

Description	Unit	Qty	Unit Price	Cost
24" RCP	LF	567	\$ 40.00	\$ 22,680.00
30" RCP	LF	154	\$ 48.00	\$ 7,392.00
36" RCP	LF	25	\$ 64.00	\$ 1,600.00
48" Manhole	EACH	17	\$ 1,900.00	\$ 32,300.00
60" Manhole	EACH	6	\$ 2,900.00	\$ 17,400.00
72" Manhole	EACH	2	\$ 3,500.00	\$ 7,000.00
60" Restrictor Manhole	EACH	5	\$ 5,000.00	\$ 25,000.00
30" Inlet	EACH	39	\$ 1,200.00	\$ 46,800.00
48" Catch Basin	EACH	37	\$ 2,200.00	\$ 81,400.00
60" Catch Basin	EACH	4	\$ 2,750.00	\$ 11,000.00
12" FES w/ Rip-Rap Apron & Grate	EACH	11	\$ 1,300.00	\$ 14,300.00
15" FES w/ Rip-Rap Apron & Grate	EACH	3	\$ 1,500.00	\$ 4,500.00
18" FES w/ Rip-Rap Apron & Grate	EACH	8	\$ 1,800.00	\$ 14,400.00
21" FES w/ Rip-Rap Apron & Grate	EACH	1	\$ 2,500.00	\$ 2,500.00
24" FES w/ Rip-Rap Apron & Grate	EACH	3	\$ 2,100.00	\$ 6,300.00
36" FES w/ Rip-Rap Apron & Grate	EACH	1	\$ 2,800.00	\$ 2,800.00
Level Spreader	EACH	1	\$ 1,500.00	\$ 1,500.00
Sump Connections	EACH	85	\$ 200.00	\$ 17,000.00
Road Structural Backfill	LF	1203	\$ 18.00	\$ 21,654.00
Underdrain at Curb Structure	LF	2100	\$ 19.00	\$ 39,900.00
Storm Sewer Subtotal				\$ 584,970.50
<u>Storm Sewer Improvements (Phase 5)</u>				
12" RCP	LF	8	\$ 100.00	\$ 800.00
15" RCP	LF	58	\$ 110.00	\$ 6,380.00
18" RCP	LF	112	\$ 115.00	\$ 12,880.00
21" RCP	LF	335	\$ 120.00	\$ 40,200.00
48" Manhole	EACH	3	\$ 2,500.00	\$ 7,500.00
60" Manhole	EACH	2	\$ 2,900.00	\$ 5,800.00
30" Inlet	EACH	1	\$ 2,250.00	\$ 2,250.00
Sump Connections	EACH	2	\$ 250.00	\$ 500.00
Storm Sewer Subtotal				\$ 76,310.00
<u>Roadway Improvements</u>				
Aggregate Base Course - 10"	SY	28118	\$ 10.00	\$ 281,180.00
HMA Binder Course - 3"	SY	25104	\$ 10.50	\$ 263,592.00
HMA Surface Course - 1.5"	SY	25104	\$ 5.50	\$ 138,072.00
Tack Coat	LS	1	\$ 3,750.00	\$ 3,750.00
Geogrid	SY	28118	\$ 2.25	\$ 63,265.50
Concrete Curb - Rolled (18")	LF	14765	\$ 13.00	\$ 191,945.00
Concrete Curb - B6.12 (Entrance Median)	LF	385	\$ 13.00	\$ 5,005.00
ADA Ramps/DWEs (Common)	EACH	4	\$ 500.00	\$ 2,000.00
PCC Sidewalk - 4" with Subbase	SF	12710	\$ 5.00	\$ 63,550.00
Crushed Limestone - 6"	SY	8300	\$ 6.50	\$ 53,950.00
Aggregate Base Course - 4" with Geofabric	SY	8495	\$ 5.50	\$ 46,722.50
Split Rail Fence	LF	1010	\$ 35.00	\$ 35,350.00
Street Lights	LS	22	\$ 5,000.00	\$ 110,000.00
Street Signs	EACH	64	\$ 150.00	\$ 9,600.00
Striping/Pavement Markings	LS	1	\$ 1,500.00	\$ 1,500.00
Roadway Improvements Subtotal				\$ 1,269,482.00
<u>Wicker Avenue Roadway Improvements (INDOT ROW)</u>				
Aggregate Base Course - 12"	SY	666	\$ 18.00	\$ 11,988.00

Description	Unit	Qty	Unit Price	Cost
HMA Base Course - 8"	SY	598	\$ 45.50	\$ 27,209.00
HMA Binder Course - 2.5"	SY	598	\$ 14.00	\$ 8,372.00
HMA Surface Course - 1.5"	SY	598	\$ 9.75	\$ 5,830.50
Striping/Pavement Markings	LS	1	\$ 1,250.00	\$ 1,250.00
Roadway Improvements Subtotal				\$ 54,649.50
<u>Detention Pond Construction/Mass Ex./Misc.</u>				
Topsoil striping and respread, clay tile remove detention basin excavation & construction	CY	34,757	\$ 4.25	\$ 147,717.25
Geoweb Safety Ramp	SY	882	\$ 8.00	\$ 7,056.00
Silt Fence	LF	14950	\$ 1.25	\$ 18,687.50
Backfill Curbs	LF	14765	\$ 0.80	\$ 11,812.00
Fine Grade Subgrade	SY	28118	\$ 0.80	\$ 22,494.40
Inlet Protection	EACH	78	\$ 100.00	\$ 7,800.00
Erosion Control Blanket	SF	153700	\$ 0.20	\$ 30,740.00
Pond Aerators	EACH	3	\$ 5,000.00	\$ 15,000.00
Detention Basin/Mass Ex. Subtotal				\$ 261,307.15
Improvements				\$ 3,951,689.45
Maintenance LOC (10%) =				\$ 395,168.95



P. O. Box 1602
South Bend, IN 46634

August 16, 2023

Town of Cedar Lake
Attn: Department of Planning, Zoning, and Building
7408 Constitution Ave
Cedar Lake, IN 46303

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [REDACTED]

Re: Performance Letter of Credit for Phase 4 of Birchwood Subdivision

We hereby authorize you to draw on 1st Source Bank, 100 N. Michigan Street, P. O. Box 1602, South Bend, Indiana, 46634, for the account of **Hanover Development LLC, 8051 Wicker Ave, Saint John, IN 46373** (Applicant), up to an aggregate amount of Two Hundred Seventeen Thousand Seven Hundred Twenty-Two Dollars and Seventy-Nine Cents (**\$217,722.79**) available by your draft at sight drawn on us, when accompanied by this original Irrevocable Standby Letter of Credit, with all Amendments hereto, and the following:

- ☐ Presentation of your draft (s) at sight drawn on us bearing the clause: "Drawn under 1st Source Bank Irrevocable Standby Letter of Credit No. [REDACTED] dated August 16, 2023." The original of, and any amendments to, this Irrevocable Letter of Credit must accompany all draws.
- ☐ See Addendum to Irrevocable Letter of Credit No. [REDACTED]

We hereby agree with you that a draft drawn under and in compliance with the terms of this Irrevocable Standby Letter of Credit shall be duly honored by us upon presentation at this office on or prior to December 5, 2024. Draft must be marked "Drawn under 1st Source Bank Standby Letter of Credit No. [REDACTED] dated August 16, 2023".

This Irrevocable Standby Letter of Credit is non-transferable.

This Irrevocable Standby Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600 (the "Uniform Customs").

1ST SOURCE BANK

[REDACTED]

Tara Casper, AVP



ADDENDUM TO IRREVOCABLE LETTER OF CREDIT NO. [REDACTED]

August 16, 2023

Town of Cedar Lake
Attn: Department of Planning, Zoning and Building
7408 Constitution Avenue
Cedar Lake, IN 46303

Re: Phase 4 of the Birchwood Farms Subdivision (Hanover Development LLC) – Performance Letter of Credit

To Whom it May Concern:

We hereby establish in your favor our Irrevocable Letter of Credit for the account of Hanover Development LLC up to an aggregate amount of Two Hundred Seventeen Thousand Seven Hundred Twenty-Two Dollars and Seventy-Nine Cents (\$217,722.79) U.S. DOLLARS which is available by presentation of your draft(s) at sight drawn on us bearing the clause: "Drawn under 1st Source Bank Irrevocable Letter of Credit No. [REDACTED] dated August 16, 2023.

The original of, and any amendments to, this Letter of Credit must accompany all draws. This Letter of Credit will expire at the close of the regular business day on December 5, 2024, and such drafts and any other required documents must be presented for payment and received by us on or before such date.

We hereby engage with drawers and/or bona fide holders that drafts drawn and negotiated in conformity with the terms of this credit will be duly honored on presentation and that drafts accepted in conformity with the terms of this credit will be duly honored at maturity.

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

1st Source Bank
P.O. Box 1602
South Bend, IN 46634

Irrevocable Letter of Credit No. [REDACTED]

Subdivision/Entity: Hanover Development LLC
8051 Wicker Avenue
St. John, IN 46373

Accepting the Performance Letter of Credit for Birchwood Farm Phase 4.

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

TOWN COUNCIL
TOWN OF CEDAR LAKE, INDIANA

By: _____
Richard Sharpe
Town Council President

ATTEST:

Jennifer Sandberg, IAMC, CMC, CPFIM
Clerk-Treasurer

December 10, 2021

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

Attention: Plan Commission

Subject: Birchwood Farms Planned Unit Development – Phase 4
Final Plat & As-Built Review #1
(CBBEL Project No. 060016.00146)

Dear Plan Commission Members:

As requested, Christopher B. Burke Engineering, LLC (CBBEL) staff has reviewed the final plat for Birchwood Farm – Phase 4 located northwest of 125th Avenue and US-41 in the Town of Cedar Lake, Indiana. Phase 4 of the subdivision includes 32 residential lots. Basins D & E are the detention basins evaluated for this phase. Engineering documents were submitted by Manhard Consulting, Ltd. (Manhard) and were reviewed for compliance with the Town of Cedar Lake's (Town) Subdivision Ordinance (No. 498), Zoning Ordinance (No. 496), Lighting Ordinance (No. 1264), Stormwater Ordinance (No. 1218), and associated standard engineering methods.

CBBEL received the following items to review:

- "Record Drawings for Birchwood Farms" Plan Set (24 Sheets), prepared by Manhard, dated November 18, 2021.

CBBEL reviewed the submitted items and offers the following comments for the Applicant to address:

Final Plat

We have no further comments.

As-Built Survey

1. The Applicant should clarify if the top of curb grade for storm CB-10 is correct. It is shown to be +/-0.5 above the adjacent sag inlet.
2. As-builts for detention basins D&E should be provided for review. The Applicant should note that the outlet pipes for both basins were constructed above the design NWL. The as-built stage-storage curves should start at the respective outlet pipe invert elevation.

Please note that the Applicant is required to provide a certified check or money order payable to the Town of Cedar Lake in an amount equal to three (3%) percent of the cost of the improvements prior to Final Plat Approval to cover inspection fees. An estimated cost of construction for the

Phase 4 portion of the subdivision was prepared by CBBEL. The amount is based on the estimate of probable cost for Phase 4 and is \$22,181.55. The estimate of probable cost is attached to this letter.

Also requested, CBBEL staff have reviewed the Phase 4 plans and associated documents for purposes of establishing the required Performance Letter of Credit for the platted portion of the subdivision. After review, the estimate of probable costs for Phase 4 is \$739,384.95. CBBEL will eventually base Maintenance Letter of Credit values off this amount. Based on completed and inspected portions of this phase, the Performance Letter of Credit should be established at 217,722.79

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

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

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

Sincerely,



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

Encl: As noted.

cc: Town Manager (via email)
Planning Director (via email)
Director of Operations (via email)
Building Administrator (via email)
Town Attorney (via email)
Jeff Yatsko, Olthof (via email)
Trevor Murphy, Manhard (via email)

Town of Cedar Lake
 Birchwood Farms Subdivision, Phase 4
 Recommended Performance Letter of Credit as of 12/10/2021
 Subdivision Improvements Included in the 12/21 Final Plat Portion
 (CBBEL Project 060015.00017)

Description	Unit	Qty	Unit Price	Cost	Partial Reductions	
<u>Sanitary Sewer Improvements</u>						
48" SMH	EACH	6	\$ 3,000.00	\$ 18,000.00		
8" PVC SDR 26	LF	1075	\$ 27.10	\$ 29,132.50		
6" SAN SVC - Short	EACH	13	\$ 704.00	\$ 9,152.00		
6" SAN SVC - Long	EACH	17	\$ 1,350.00	\$ 22,950.00		
Road Structural Backfill	LF	140	\$ 23.00	\$ 3,220.00		
Sanitary Sewer Subtotal				\$ 82,454.50		
<u>Watermain Improvements</u>						
8" DIP WM	LF	1724	\$ 40.00	\$ 68,960.00	75%	\$51,720.00
Fire Hydrant	EACH	4	\$ 4,000.00	\$ 16,000.00	75%	\$12,000.00
8" VB	EACH	5	\$ 1,200.00	\$ 6,000.00	75%	\$ 4,500.00
8" Bends	EACH	0	\$ 330.00	\$ -	75%	\$ -
1" Service Pipe, Short	EACH	20	\$ 660.00	\$ 13,200.00	75%	\$ 9,900.00
1" Service Pipe, Long	EACH	10	\$ 1,400.00	\$ 14,000.00	75%	\$10,500.00
B Box	EACH	30	\$ 500.00	\$ 15,000.00	75%	\$11,250.00
Road Structural Backfill	LF	80	\$ 21.00	\$ 1,680.00	75%	\$ 1,260.00
Watermain Subtotal				\$ 134,840.00		
<u>Storm Sewer Improvements</u>						
12" RCP	LF	1399	\$ 25.00	\$ 34,975.00	75%	\$26,231.25
15" RCP	LF	695	\$ 26.50	\$ 18,417.50	75%	\$13,813.13
18" RCP	LF	116	\$ 30.00	\$ 3,480.00	75%	\$ 2,610.00
24" RCP	LF	212	\$ 40.00	\$ 8,480.00	75%	\$ 6,360.00
38"x60" ERCP	LF	185	\$ 85.00	\$ 15,725.00	75%	\$11,793.75
48" Manhole	EACH	7	\$ 1,900.00	\$ 13,300.00	75%	\$ 9,975.00
60" Manhole	EACH	2	\$ 2,900.00	\$ 5,800.00	75%	\$ 4,350.00
60" Restrictor Manhole	EACH	2	\$ 5,000.00	\$ 10,000.00	75%	\$ 7,500.00
30" Inlet	EACH	14	\$ 1,200.00	\$ 16,800.00	75%	\$12,600.00
48" Catch Basin	EACH	7	\$ 2,200.00	\$ 15,400.00	75%	\$11,550.00
60" Catch Basin	EACH	2	\$ 2,750.00	\$ 5,500.00	75%	\$ 4,125.00
12" FES w/ Rip-Rap Apron & Grate	EACH	6	\$ 1,300.00	\$ 7,800.00	75%	\$ 5,850.00
15" FES w/ Rip-Rap Apron & Grate	EACH	2	\$ 1,500.00	\$ 3,000.00	75%	\$ 2,250.00
38"x60" ERCP FES w/ Rip-Rap Apron & Grate	EACH	2	\$ 2,800.00	\$ 5,600.00	75%	\$ 4,200.00
Sump Connections	EACH	20	\$ 200.00	\$ 4,000.00	75%	\$ 3,000.00
Road Structural Backfill	LF	365	\$ 18.00	\$ 6,570.00		
Underdrain at Curb Structure	LF	1000	\$ 19.00	\$ 19,000.00		
Storm Sewer Subtotal				\$ 193,847.50		
<u>Roadway Improvements</u>						
Aggregate Base Course - 10"	SY	6428	\$ 10.00	\$ 64,280.00		
HMA Binder Course - 3"	SY	5844	\$ 10.50	\$ 61,362.00		
HMA Surface Course - 1.5"	SY	5844	\$ 5.50	\$ 32,142.00		
Tack Coat	LS	1	\$ 1,000.00	\$ 1,000.00		
Geogrid	SY	6428	\$ 2.25	\$ 14,463.00		
Concrete Curb - Rolled (18")	LF	3246	\$ 13.00	\$ 42,198.00		
PCC Sidewalk - 4" with Subbase (754 ft.)	SF	3770	\$ 5.00	\$ 18,850.00		
Natural Path (8' wide)	SY	1875	\$ 5.00	\$ 9,375.00		
Wooden Guard Rail	LF	690	\$ 50.00	\$ 34,500.00		
Street Lights	LS	3	\$ 5,000.00	\$ 15,000.00		
Street Signs	EACH	6	\$ 150.00	\$ 900.00		
Roadway Improvements Subtotal				\$ 294,070.00		
<u>Detention Pond (D&E) Construction/Mass Ex./Misc.</u>						
Topsoil striping and respread, clay tile remove detention basin excavation & construction	CY	2,000	\$ 4.25	\$ 8,500.00	50%	\$ 4,250.00
Geoweb Safety Ramp	SY	275	\$ 8.00	\$ 2,200.00		
Silt Fence	LF	4075	\$ 1.25	\$ 5,093.75	75%	\$ 3,820.31

Description	Unit	Qty	Unit Price	Cost	Partial Reductions	
Backfill Curbs	LF	3246	\$ 0.80	\$ 2,596.80		
Fine Grade Subgrade	SY	6428	\$ 0.80	\$ 5,142.40		
Inlet Protection	EACH	23	\$ 100.00	\$ 2,300.00	75%	\$ 1,725.00
Erosion Control Blanket	SF	41700	\$ 0.20	\$ 8,340.00	75%	\$ 6,255.00
Detention Basin/Mass Ex. Subtotal				\$ 34,172.95		
				.		
Improvements				\$ 739,384.95		
3% Inspection Fee				\$ 22,181.55		
<i>(Already Installed/Inspected)</i>				\$ 541,455.14		
Remaining Improvements				\$ 197,929.81		
Minimum Reduction (25%) =				\$ 184,846.24		
Performance LOC (110%) =				\$ 217,722.79		

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

Items Fully Removed

Items Partially Removed at Noted Amount



9701 Indianapolis Blvd.
Highland, IN 46322-2620
219.922.2406

BUSINESS BANKING

IRREVOCABLE LETTER OF CREDIT [REDACTED]

August 16, 2023

Town of Cedar Lake
Attn: Department of Planning, Zoning and Building
7408 Constitution Avenue
Cedar Lake, IN 46303

Re: Phase 3 of the Centennial Villas Subdivision (Cedar Lake Development LLC) – Performance Letter of Credit

Gentlemen:

We hereby establish in your favor our Irrevocable Letter of Credit for the account of Cedar Lake Development LLC up to an aggregate amount of One Hundred Seventy-Four Thousand Eight Hundred Ninety-six & 05/100 Dollars (\$174,896.05) U.S. DOLLARS which is available by presentation of your draft(s) at sight drawn on us bearing the clause: "Drawn under Centier Bank Irrevocable Letter of Credit No. [REDACTED], dated August 16, 2023.

The original of, and any amendments to, this Letter of Credit must accompany all draws. This Letter of Credit will expire at the close of the regular business day on August 16, 2026, and such drafts and any other required documents must be presented for payment and received by us on or before such date.

We hereby engage with drawers and/or bona fide holders that drafts drawn and negotiated in conformity with the terms of this credit will be duly honored on presentation and that drafts accepted in conformity with the terms of this credit will be duly honored at maturity.

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

CENTIER BANK
[REDACTED]

BY: Jennifer L Willis
ITS: Senior Vice President



August 16, 2023

Town of Cedar Lake
Attn: Department of Planning, Zoning and Building
7408 Constitution Ave
Cedar Lake, IN 46303

Ladies and Gentlemen:

Please find attached the original Letter of Credit issued on behalf of Cedar Lake Development LLC referred to as Number [REDACTED].

Please acknowledge your receipt of the original document mentioned above by signing where provided below and return to Centier Bank, 600 E. 84th Avenue, Merrillville, Indiana 46410, Attention: Letter of Credit Department.

CENTIER BANK

[REDACTED]

By: Jennifer L. Willis, Senior Vice President

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

BY: Richard Sharpe
Title: Town Council President

Attest By: Jennifer N. Sandberg, IAMC
Title: Clerk-Treasurer

Received this the ____ day of _____, 20 ____.

August 1, 2023

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

Attention: Plan Commission

Subject: Centennial Villas, Phase 3
Final Plat Review #2
(CBBEL Project No. 060016.00160)

Dear Plan Commission Members:

As requested, Christopher B. Burke Engineering, LLC (CBBEL) staff has reviewed record and Final Plat drawings for Centennial Villas, Phase 3. This phase consists of 13 residential lots (26 units). The plans were provided by DVG Team, Inc. (DVG) and were reviewed for compliance with the Town of Cedar Lake's (Town) Subdivision Ordinance (No. 498), Stormwater Ordinance (No. 1218), and associated standard engineering methods.

CBBEL received the following items to review:

- "Centennial Villas – Phase 3" (1 Sheet), prepared by DVG, dated June 14, 2023, not revised.
- "Centennial Villas – Phase 3, As-Built" (3 Sheets), prepared by DVG, dated July 2023.

We have reviewed the provided plat and find that all previous comments have been satisfactorily addressed. We have the following comments regarding the submitted record drawing submittal:

1. As-builts sheets should be signed and sealed by a Registered Indiana Professional Engineer or Land Surveyor.
2. As-built information should be provided for the curb lines.
3. FH#609 is shown 0.5 ft. above design grade and 0.9 ft. above the adjacent top of curb grade.
4. FH#608 is shown 0.9 ft. above the adjacent top of curb grade.
5. FH#610 is shown 0.8 ft. above the adjacent top of curb grade.
6. VB#611A is shown 0.6 ft. above design grade.
7. FH#611 is shown as 0.7 ft. above the adjacent top of curb grade. The associated valve is also shown to be 0.7 ft. above the adjacent top of curb grade.
8. The Applicant should clarify why adjacent storm inlets IMH638B and CB638A have a 3-inch difference when they should be identical at a sag point.

9. The as-built length between YD642 and YD643 appears incorrect.
10. As-built information at the sag inlet just west of King Street and 135th Place should be clarified. Labeling in this vicinity is not legible. CB644 appears to be missing a RIM elevation.
11. Design swale information should be overlaid downstream of the twin box culvert. The only as-built invert elevation in this vicinity appears to show the downstream channel slope is zero.

Please note that the Applicant is required to provide a certified check or money order payable to the Town of Cedar Lake in an amount equal to three (3%) percent of the cost of the improvements prior to Final Plat Approval to cover inspection fees. The amount is based on the engineer's estimate of probable cost for Phase 3 and is \$20,987.53. The estimate of probable cost is attached.

As noted above, CBBEL staff have reviewed the Centennial Villas, Phase 3 plans and associated documents for the purpose of establishing the required Performance Letter of Credit for the platted portion of the subdivision. After review, the estimate of probable costs for Phase 3 is \$699,584.20. CBBEL will eventually base Maintenance Letter of Credit values off this amount. The Town Public Works Department has verified that all inspection and testing for sanitary and water system systems have passed. The Town is currently inspecting the storm sewer. Based on the inspection results and properly installed improvements, we recommend reducing the Performance Letter of Credit to the maximum amount of \$174,896.05. The Developer is also required to provide a \$2,000 MS4 inspection fee for the development.

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

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

Sincerely,



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

Encl.: As Noted.

cc: Town Manager (via email)
Planning Director (via email)
Building Commissioner (via email)
Director of Operations (via email)
Town Attorney (via email)
Jeff Yatsko, Olthof Homes (via email)
Jack Huls, DVG (via email)

Town of Cedar Lake
Centennial Villas, Phase 3
Recommended Performance Letter of Credit as of 08/01/23
Subdivision Improvements Included in the 08/23 Final Plat Portion
(CBBEL Project 060015.00017)

Description	Unit	Qty	Unit Price	Cost	Partial Reduction	Cost
Sanitary Sewer Improvements						
48" SMH	EACH	3	\$ 4,200.00	\$ 12,600.00		
8" PVC SDR 26	LF	693	\$ 60.00	\$ 41,580.00		
6" SAN SVC - Short	EACH	16	\$ 1,500.00	\$ 24,000.00		
6" SAN SVC - Long	EACH	10	\$ 2,000.00	\$ 20,000.00		
Sanitary Sewer Subtotal				\$ 98,180.00		
Watermain Improvements						
8" DIP WM	LF	845	\$ 155.00	\$ 130,975.00	75%	\$98,231.25
Fire Hydrant	EACH	2	\$ 9,000.00	\$ 18,000.00	75%	\$13,500.00
8" VB	EACH	5	\$ 3,200.00	\$ 16,000.00	75%	\$12,000.00
8" Fittings (Bends, Tees, Crosses, etc...)	EACH	9	\$ 500.00	\$ 4,500.00	75%	\$ 3,375.00
1" Service Pipe, Short	EACH	11	\$ 1,000.00	\$ 11,000.00	75%	\$ 8,250.00
1" Service Pipe, Long	EACH	15	\$ 1,600.00	\$ 24,000.00	75%	\$18,000.00
Testing and Chlorination	LS	1	\$ 2,500.00	\$ 2,500.00		
Watermain Subtotal				\$ 206,975.00		
Storm Sewer Improvements						
2'H x 5'W Reinforced Concrete Box Culvert	LF	80	\$ 550.00	\$ 44,000.00	75%	\$33,000.00
48" CB, Type A	EACH	2	\$ 4,000.00	\$ 8,000.00	75%	\$ 6,000.00
48" MH, Type A	EACH	7	\$ 4,000.00	\$ 28,000.00	75%	\$21,000.00
48" INL, Type A	EACH	2	\$ 3,000.00	\$ 6,000.00	75%	\$ 4,500.00
30" YD	EACH	2	\$ 2,500.00	\$ 5,000.00	75%	\$ 3,750.00
12" RCP	LF	299	\$ 80.00	\$ 23,920.00	75%	\$17,940.00
15" RCP	LF	392	\$ 90.00	\$ 35,280.00	75%	\$26,460.00
15" HDPE	LF	24	\$ 60.00	\$ 1,440.00	75%	\$ 1,080.00
24" RCP	LF	23	\$ 125.00	\$ 2,875.00	75%	\$ 2,156.25
30" RCP	LF	103	\$ 160.00	\$ 16,480.00	75%	\$12,360.00
Road Structural Backfill	LF	70	\$ 25.00	\$ 1,750.00	75%	\$ 1,312.50
Underdrain at Curb Structure	LF	400	\$ 19.00	\$ 7,600.00	75%	\$ 5,700.00
Storm Sewer Subtotal				\$ 180,345.00		
Roadway Improvements						
Aggregate Base Course - 10"	SY	3617	\$ 19.25	\$ 69,627.25		
HMA Binder Course - 3"	SY	3617	\$ 14.00	\$ 50,638.00		
HMA Surface Course - 1.5"	SY	3617	\$ 7.85	\$ 28,393.45		
Tack Coat	LS	1	\$ 400.00	\$ 400.00		
Geogrid	SY	3979	\$ 2.50	\$ 9,947.50		
Concrete Curb - Rolled (18")	LF	1151	\$ 25.00	\$ 28,775.00	75%	\$21,581.25
Street Lights	LS	3	\$ 5,000.00	\$ 15,000.00		
Street Signs	EACH	10	\$ 150.00	\$ 1,500.00		
Roadway Improvements Subtotal				\$ 204,281.20		
Mass Ex./Misc. Improvements						
Silt Fence	LF	1151	\$ 1.50	\$ 1,726.50	75%	\$ 1,294.88
Backfill Curbs	LF	1151	\$ 1.00	\$ 1,151.00		
Fine Grade Subgrade	SY	3617	\$ 1.50	\$ 5,425.50		
Inlet Protection	EACH	12	\$ 125.00	\$ 1,500.00	75%	\$ 1,125.00
Mass Ex./Misc. Subtotal				\$ 9,803.00		
Improvements				\$ 699,584.20		
3% Inspection Fee				\$ 20,987.53		
(Already Installed/Inspected)				\$ 550,085.38		
Remaining Improvements				\$ 149,498.83		
Maximum Reduction (25%) =				\$ 174,896.05		
Performance LOC (110%) =				\$ 164,448.71		

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

Items Fully Removed
Items Partially Removed at Noted Amount



Corporate Center
9204 Columbia Avenue
Munster, Indiana 46321
219.836.4400

ADVISAL OF IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER'S NAME & ADDRESS:

Bank of the West
Global Trade Operations
13300 Crossroads Pkwy N.
City of Industry, CA 91746
SC-XRD-2W-G

APPLICANT:

Lennar Homes of Indiana, Inc.
1141 E. Main Street
East Dundee, IL 60118

BENEFICIARY:

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

**SUBDIVISION/DEVELOPMENT AT
ISSUE:**

Rose Garden Estates, Unit 3
Cedar Lake, Indiana

ADVISING BANK:

Peoples Bank
9204 Columbia Avenue
Munster, IN 46321
Attention: Todd M. Scheub
President
Tel: 219-853-7575

**Irrevocable Standby Letter of Credit
Number:**



Total Amount: USD \$1,913,079.85
(maximum aggregate amount)

Issuance Date: August 23, 2021
Amendment Date: June 8, 2023

Date Advised: July 18, 2023

**Expiration Date: August 22, 2024 at Bank of
the West Office in City of Industry**

Peoples Bank – Advisal of Bank of the West Irrevocable Standby Letter of Credit No. [REDACTED]

July 18, 2023

2

To the Above-Named Beneficiary:

We are instructed by the above-named Issuing Bank to inform you that they have amended the Irrevocable Standby Letter of Credit specified above in your favor (the “Letter of Credit”) by extending the expiration date to August 22, 2024. All other terms of the Letter of Credit remain unchanged. The attached signed original Letter of Credit is the operative instrument.

This Advisal is solely an advice of the issuance of the above-specified Letter of Credit and is provided to you without any engagement or responsibility on our part. Payment will only be made by Bank of the West in accordance with the terms and conditions set forth in the Letter of Credit.

Documents presented for payment must strictly comply with the terms of the Letter of Credit. In order to avoid delays in obtaining payment, carefully review the Letter of Credit. If you are unable to comply with the terms of the Letter of Credit, contact the Applicant immediately to arrange for an amendment.

In the event of a draw that is presented to us as provided in the Letter of Credit, the original Letter of Credit, the original amendments, if any, and an original sight draft must be presented. Upon presentation of the documents, please enclose an extra copy of the complete set of documents for our files.

This Advisal and the attached Letter of Credit are governed by the laws of the State of Indiana and is issued subject to the International Standby Practices 1998 (ISP98), International Chamber of Commerce Publication No. 590, and in the event of any conflict, the laws of the State of Indiana will control.

Please direct any questions to the undersigned at 219-853-7575.

Sincerely,

PEOPLES BANK

[REDACTED]

By:

Name: Todd M. Scheub

Title: President

Enclosure (1)

BANK OF THE WEST

A trade name used by BMO Harris Bank N.A.

BANK OF THE WEST
GLOBAL TRADE OPERATIONS
13300 CROSSROADS PKWY N.
CITY OF INDUSTRY, CA 91746
SC-XRD-2W-G
SWIFT: BWSTUS66LAX

DATE: 06/08/2023

AMENDMENT TO STANDBY LETTER OF CREDIT

TO:

Advising Bank:
PEOPLES BANK
9204 Columbia Avenue
Munster, IN 46321
Attn: Todd Scheub
Tel: 219-853-7575

IN ALL CORRESPONDENCE PLEASE QUOTE OUR CREDIT REFERENCE NUMBER.

STANDBY L/C NO.:

AMENDMENT REF. NO.:

ISSUED DATE:

AMD002

08/23/2021

BENEFICIARY:

TOWN COUNCIL
TOWN OF CEDAR LAKE
TOWN HALL
7408 CONSTITUTION AVENUE
CEDAR LAKE, IN 46303

APPLICANT:

LENNAR HOMES OF INDIANA, LLC
1141 E. MAIN STREET, SUITE 108
EAST DUNDEE, IL 60118

THE ABOVE STANDBY LETTER OF CREDIT HAS BEEN AMENDED AS FOLLOWS:

NEW EXPIRY DATE: AUGUST 22, 2024

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. THIS IS THE OPERATIVE INSTRUMENT WHICH FORMS AN INTEGRAL PART OF STANDBY LETTER OF CREDIT NO. MB60517781 AND IS TO BE ATTACHED THERETO.

DocuSigned by:

8800C8E325E71C6

AUTHORIZED SIGNATURE
Marisa Suen

GLOBAL TRADE OPERATIONS
TEAM NO 02

DocuSigned by:

88CF586D288E47B...

AUTHORIZED SIGNATURE
Giuseppe Piazza

GLOBAL TRADE OPERATIONS
TEAM NO 02

Certificate Of Completion

Envelope Id: [REDACTED]
Subject: Complete with DocuSign: [REDACTED] LENNAR HOMES OF INDIANA, LLC.pdf
Source Envelope:
Document Pages: 1 Signatures: 2
Certificate Pages: 5 Initials: 0
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Florence Wong
2527 Camino Ramon, , CA 94583
San Ramon, CA 94583

[REDACTED]
[REDACTED]

Record Tracking

Status: Original
6/8/2023 11:32:11 AM

Holder: Florence Wong

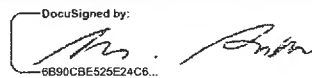
Location: DocuSign

Signer Events

Marisa Suen

Supervisor, VP
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

eB90CBE526E24C6...

Signature Adoption: Uploaded Signature Image
Using IP Address: 170.176.240.152

Timestamp

Sent: 6/8/2023 11:33:08 AM
Viewed: 6/8/2023 12:11:57 PM
Signed: 6/8/2023 12:12:21 PM

Electronic Record and Signature Disclosure:
Accepted: 6/8/2023 12:11:57 PM

Giuseppe Piazza
Giuseppe.Piazza@bankofthewest.com
VP
Security Level: Email, Account Authentication
(None)

DocuSigned by:



Signature Adoption: Pre-selected Style
Using IP Address: 170.176.240.161

Sent: 6/8/2023 12:12:22 PM
Viewed: 6/8/2023 12:45:11 PM
Signed: 6/8/2023 12:45:19 PM

Electronic Record and Signature Disclosure:
Accepted: 6/8/2023 12:45:11 PM
ID: e31358ff-b9d9-46c0-bec8-8351a072341e

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent
Certified Delivered

Hashed/Encrypted
Security Checked

6/8/2023 11:33:08 AM
6/8/2023 12:45:11 PM

Envelope Summary Events

Signing Complete
Completed

Status

Security Checked
Security Checked

Timestamps

6/8/2023 12:45:19 PM
6/8/2023 12:45:19 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

Peoples Bank
9204 Columbia Avenue
Munster, IN 46321

Irrevocable Letter of Credit No. [REDACTED]

Subdivision/Entity: Lennar Homes of Indiana, Inc.
1141 E Main Street
East Dundee, IL 60118

Accepting the Performance Letter of Credit Extension for Rose Garden Estates, Unit 3.

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

TOWN COUNCIL
TOWN OF CEDAR LAKE, INDIANA

By: _____
Richard Sharpe
Town Council President

ATTEST:

Jennifer Sandberg, IAMC, CMC, CPFIM
Clerk-Treasurer

July 20, 2021

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

Attention: Plan Commission

Subject: Rose Garden Estates, Phase 3 – Final Plat Review #1
(CBBEL Project No. 060016.00148)

Dear Plan Commission Members:

As requested, Christopher B. Burke Engineering, LLC (CBBEL) staff has reviewed the proposed plans for the Final Plat for Rose Garden Estates, Phase 3, to comment on compliance with the Town of Cedar Lake's Subdivision Ordinance (No. 498) and associated standard engineering methods. Phase 3 includes 85 lots and 98 units.

CBBEL received the following items to review:

- "Secondary Plat of Subdivision, Rose Garden Estates PUD – Phase 3" Plan Sheet, prepared by Gasperec Elberts Consulting, dated July 19, 2021.

CBBEL has reviewed the submitted document and concludes the Applicant has addressed all previous comments. The Applicant is required to provide a certified check or money order payable to the Town of Cedar Lake in an amount equal to three (3%) percent of the cost of the improvements prior to Final Plat Approval to cover inspection fees. The Developer has submitted an estimated cost of construction for the Phase 3 portion of the subdivision. After noted revisions were made, CBBEL is now in agreement with the estimated amounts. The amount is based on the estimate of probable cost for Phase 3 and is \$52,174.91. The estimate of probable cost is attached.

Also as requested, CBBEL staff have reviewed the Rose Garden Estates, Phase 3 plans and associated documents for the purpose of establishing the required Performance Letter of Credit for the platted portion of the subdivision. After review, the estimate of probable costs for Phase 3 is \$1,739,163.50. CBBEL is in agreement with the overall amount and will eventually base Maintenance Letter of Credit values off this amount. The Performance Letter of Credit should be established at 110% of the estimate cost of construction or \$1,913,079.85.

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

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

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

Sincerely,



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

cc: Town Manager – (via email)
Town Planning Director – (via email)
Town Director of Operations – (via email)
Town Building Administrator – (via email)
Town Attorney – (via email)
Madeline Larmon, PE – Mackie (via email)
Todd Klevin – Lennar (via email)
Tom McSharry – Lennar (via email)

Town of Cedar Lake
Rose Garden Estates, Phase 3
Recommended Performance Letter of Credit as of 07/20/21
Subdivision Improvements Included in the 07/21 Final Plat Portion
(CBBEL Project 060015.00017)

Description	Unit	Qty	Unit Price	Cost	Partial Reduction
<u>Sanitary Sewer Improvements</u>					
48" SMH	EACH	18	\$ 2,750.00	\$ 49,500.00	
8" PVC SDR 26	LF	1885	\$ 30.00	\$ 56,550.00	
8" PVC SDR 21	LF	350	\$ 35.00	\$ 12,250.00	
10" PVC SDR 26	LF	430	\$ 40.00	\$ 17,200.00	
10" PVC SDR 21	LF	960	\$ 45.00	\$ 43,200.00	
6" SAN SVC - Short	EACH	49	\$ 650.00	\$ 31,850.00	
6" SAN SVC - Long	EACH	49	\$ 1,350.00	\$ 66,150.00	
Road Structural Backfill	LF	1100	\$ 23.00	\$ 25,300.00	
Sanitary Sewer Subtotal				\$ 302,000.00	
<u>Watermain Improvements</u>					
8" DIP WM	LF	2530	\$ 40.00	\$ 101,200.00	
12" DIP WM	LF	180	\$ 55.00	\$ 9,900.00	
Fire Hydrant	EACH	8	\$ 3,500.00	\$ 28,000.00	
8" VB	EACH	8	\$ 1,160.00	\$ 9,280.00	
8" Bends	EACH	8	\$ 330.00	\$ 2,640.00	
12" VB	EACH	1	\$ 440.00	\$ 440.00	
12x8 Tee	EACH	1	\$ 550.00	\$ 550.00	
1" Service Pipe, Short	EACH	53	\$ 700.00	\$ 37,100.00	
1" Service Pipe, Long	EACH	23	\$ 950.00	\$ 21,850.00	
B Box	EACH	76	\$ 500.00	\$ 38,000.00	
Road Structural Backfill	LF	700	\$ 21.00	\$ 14,700.00	
Watermain Subtotal				\$ 263,660.00	
<u>Storm Sewer Improvements</u>					
Manhole Restrictor	EACH	1	\$ 8,000.00	\$ 8,000.00	
84" MH, Type A	EACH	1	\$ 5,750.00	\$ 5,750.00	
72" MH, Type A	EACH	7	\$ 3,750.00	\$ 26,250.00	
60" MH, Type A	EACH	9	\$ 2,900.00	\$ 26,100.00	
60" MH, Special	EACH	1	\$ 4,250.00	\$ 4,250.00	
48" MH, Type A	EACH	30	\$ 1,900.00	\$ 57,000.00	
48" CB, Type A	EACH	14	\$ 2,000.00	\$ 28,000.00	
24" INL	EACH	14	\$ 1,150.00	\$ 16,100.00	
36" INL	EACH	9	\$ 1,500.00	\$ 13,500.00	
12" FES (w/ grate and rip-rap apron)	EACH	2	\$ 1,250.00	\$ 2,500.00	
15" FES (w/ grate and rip-rap apron)	EACH	3	\$ 1,700.00	\$ 5,100.00	
18" FES (w/ grate and rip-rap apron)	EACH	1	\$ 1,900.00	\$ 1,900.00	
24" FES (w/ grate and rip-rap apron)	EACH	1	\$ 2,250.00	\$ 2,250.00	
30" FES (w/ grate and rip-rap apron)	EACH	1	\$ 2,750.00	\$ 2,750.00	
36" FES (w/ grate and rip-rap apron)	EACH	3	\$ 2,800.00	\$ 8,400.00	
6" PVC SDR 26 (rearyard)	LF	560	\$ 20.00	\$ 11,200.00	
12" RCP	LF	2831	\$ 25.00	\$ 70,775.00	
15" RCP	LF	1117	\$ 27.50	\$ 30,717.50	
18" RCP	LF	831	\$ 30.00	\$ 24,930.00	
24" RCP	LF	225	\$ 40.00	\$ 9,000.00	
30" RCP	LF	797	\$ 45.00	\$ 35,865.00	
36" RCP	LF	840	\$ 60.00	\$ 50,400.00	
Sump Connections	EACH	47	\$ 200.00	\$ 9,400.00	
Road Structural Backfill	LF	950	\$ 18.00	\$ 17,100.00	
Underdrain at Curb Structure	LF	600	\$ 19.00	\$ 11,400.00	
Storm Sewer Subtotal				\$ 478,637.50	
<u>Roadway Improvements</u>					
Aggregate Base Course - 10"	SY	14000	\$ 11.50	\$ 161,000.00	

Description					Partial Reduction
	Unit	Qty	Unit Price	Cost	
HMA Binder Course - 3"	SY	12730	\$ 9.75	\$ 124,117.50	
HMA Surface Course - 1.5"	SY	12730	\$ 5.50	\$ 70,015.00	
Tack Coat	LS	1	\$ 2,600.00	\$ 2,600.00	
Geogrid	SY	14000	\$ 2.25	\$ 31,500.00	
Roadway Subgrade Prep	SY	14000	\$ 1.00	\$ 14,000.00	
Concrete Curb - Rolled (18")	LF	7830	\$ 13.00	\$ 101,790.00	
ADA Ramps/DWEs (Common)	EACH	3	\$ 500.00	\$ 1,500.00	
PCC Sidewalk - 4" with Subbase (Common)	SF	1130	\$ 7.75	\$ 8,757.50	
HMA Surface Course - 2" (PH3 Path)	SY	1010	\$ 13.00	\$ 13,130.00	
Aggregate Base Course - 6" (PH3 Path)	SY	1140	\$ 9.00	\$ 10,260.00	
Split Rail Fence	LF	115	\$ 40.00	\$ 4,600.00	
Street Lights	LS	11	\$ 5,000.00	\$ 55,000.00	
Street Signs	EACH	26	\$ 150.00	\$ 3,900.00	
Striping	LS	1	\$ 1,500.00	\$ 1,500.00	
Roadway Improvements Subtotal				\$ 603,670.00	
<u>Detention Pond Construction/Mass Ex./Misc.</u>					
Detention Pond Excavation**	CY	0	\$ 3.00	\$ -	
Topsoil Respread	CY	1700	\$ 3.50	\$ 5,950.00	
Subgrade Preparation (Common)	SY	1140	\$ 2.50	\$ 2,850.00	
Backfill Curb	SY	7830	\$ 1.20	\$ 9,396.00	
Soil Erosion Sediment Control/Maintenance	LS	1	\$ 63,000.00	\$ 63,000.00	
Pond Aerators	EACH	2	\$ 5,000.00	\$ 10,000.00	
Detention Basin/Mass Ex. Subtotal				\$ 91,196.00	
Improvements				\$ 1,739,163.50	
3% Inspection Fee				\$ 52,174.91	
(Already Installed/Inspected)					
Remaining Improvements				\$ 1,739,163.50	
Maximum Reduction (25%)				\$ 434,790.88	
Performance LOC (110%) =				\$ 1,913,079.85	

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

** - All pond excavation included in Phase 1 LOC.

Items Fully Removed

Items Partially Removed at Noted Amount

Letter of Credit Amendment Instructions

To:



**First Merchants
Bank**

Re: Letter of Credit No. issued August 19, 2022 in favor of
Town of Cedar Lake, Indiana in the amount of \$312,389.00
(Beneficiary) (Currency Code/Amount)

Please amend the above referenced letter of credit as follows:

- ☐ Increase amount of letter of credit by _____ for a new total of _____
- ☐ Decrease amount of letter of credit by _____ for a new total of _____
- ☒ Extend expiration date to 08 / 19 / 24.
- ☐ Other conditions: _____

These instructions are: ☒ the original instructions.
☐ confirmation of our fax instructions.
☐ confirmation of our telephone instructions.

Crown Point Community School Corporation

AUTHORIZED SIGNATURE

Matthew D. Ruess, Treasurer
NAME & TITLE

AUTHORIZED SIGNATURE

NAME & TITLE

AUTHORIZED SIGNATURE

NAME & TITLE

AUTHORIZED SIGNATURE

NAME & TITLE

AUTHORIZED SIGNATURE

NAME & TITLE

200 E. North Street

ADDRESS

Crown Point, IN 46307

CITY, STATE, ZIP

July 7, 2023

DATE

FOR BANK USE ONLY

Line _____
Liab. Out. _____
Contingent _____
Acceptances _____
Standby _____
Loans _____
Total _____

Approved _____
Division _____

IRREVOCABLE STANDBY LETTER OF CREDIT

August 19, 2022

Letter of Credit No. [REDACTED]

Beneficiary:
Town of Cedar Lake, Indiana
7408 Constitution Ave.
Cedar Lake, IN 46303

Applicant:
Crown Point Community School
Corporation
200 E. North Street
Crown Point, IN 46307

Dear Beneficiary:

We hereby establish at the request of our client, Crown Point Community School Corporation, (the "Applicant"), our Irrevocable Standby Letter of Credit in your favor in an amount not exceeding an aggregate sum of \$312,389.00 (Three Hundred Twelve Thousand Three Hundred Eighty-Nine and 00/100 U.S. Dollars). This Letter of Credit is effective immediately and shall expire at the close of banking business at our Muncie, Indiana office on August 19, 2023.

We agree that all drafts drawn under and in compliance with the terms of this Letter of Credit shall be duly honored upon presentation of the following documents at our office located at First Merchants Bank, ATTN: Secured Credit Dept., PO Box 792, Muncie, IN 47305:

1. The original of this Letter of Credit No. [REDACTED]
2. Beneficiary's signed drawing certificate stating that: "Beneficiary hereby certifies that (Applicant) has failed to comply with the terms of the agreement between (Applicant) and (Beneficiary); such failure is a default under the agreement; the default is continuing; and Beneficiary is making a drawing under the Letter of Credit in the amount of \$(DRAW AMOUNT)."

Drafts must be marked: "Drawn under First Merchants Bank Letter of Credit No. [REDACTED]
Partial drawings are permitted under this Letter of Credit.

It is a condition of this Letter of Credit that is deemed automatically extended without amendment for one year from the expiry date hereof, or any future expiration date, unless 60 (Sixty) days prior to the expiration date, we notify you by registered mail that we elect not to consider this Letter of Credit renewed for any such additional period.

Except as otherwise expressly stated herein, this Letter of Credit is subject to the laws of the State of Indiana and shall be governed by the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce, Publication No. 600, as amended.

Sincerely,



Chris Schaler
Assistant Vice President
First Merchants Bank

WWW.FIRSTMERCHANTS.COM

YOUR PARTNERS IN SUCCESS

UNLESS OTHERWISE EXPRESSLY STATED, CREDIT WILL BE SUBJECT TO VERSION OF THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS CURRENTLY IN EFFECT.



**First Merchants
Bank**

Please issue an irrevocable letter of credit substantially in accordance with this Application and transmit it as indicated below. In issuing the Credit you are expressly authorized to make such changes from the terms hereinbelow set forth as you, in your sole discretion, may deem advisable provided that no such changes shall vary the principal terms hereof.

L / C#: 5

Date: August / 19 / 2022

L / C#: 5 [REDACTED]

Date: August / 19 / 2022

Date of Expiry: 08 / 19 / 2023 with auto renew
MM DD YY

Place of expiry:

☒ Your counters ☐ Other:

Transmit Credit by: ☐ Airmail

☒ Other:

☐ Wire ☐ Courier

 Courier

For account of (Applicant):

Crown Point Community School Corporation
200 E. North Street
Crown Point, IN 46307

Attention:

Telephone:

FAX:

In favor of (Beneficiary):

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

Attention:

Telephone:

FAX:

Bank Account #:

Our Reference #: 144758

Applicant's Bank (If not First Merchants Bank)

Advising Bank (If specified by Beneficiary):

Currency: ☒ US Dollars ☐ Other: _____

☐ The draft is the only document required to obtain payment.

Amount \$312,389.00

Written Amount

Three Hundred Twelve Thousand Three Hundred Eighty Nine and 00/100 Dollars

☒ Partial drawings: ☒ Permitted ☐ Not Permitted

Each drawing must be accompanied by the following documents:

☐ Beneficiary's signed statement reading as follows: "The Original Letter of Credit [REDACTED]"

Beneficiary hereby certifies that Crown Point Community School Corporation has failed to comply with the terms of the agreement between Crown Point Community School Corporation and Town of Cedar Lake, Indiana; such failure is a default under the agreement; the default is continuing; and Beneficiary is making a drawing under the Letter of Credit in the amount of \$(DRAW AMOUNT).

☐ Commercial Invoice Copy(ies)☐ Other Documents:☐ Special Conditions/Other Instructions:

☐ The Credit should be worded similarly to the attached addendum/addenda and/or schedule(s), each page of which has been initialed by one or more of us, forming a part hereof.

All bank charges other than those of the issuing bank for account of: ☒ Applicant ☐ Beneficiary

To Pay fees/drawings under the Credit we authorize you or your correspondent bank to debit our account number as stipulated herein.

Important: The following individual(s) is/are authorized to waive discrepancies found in presented documentation, and to be contacted in case of need regarding this transaction.

Paul Steffek, Assistant Vice President
(Name, Title, and Telephone #)

Chris Schaler, Assistant Vice President
(Name, Title, and Telephone #)

This Application is made subject to the Letter of Credit Agreement (Reimbursement and Security Agreement) contained herein and executed by us, the provisions of which are hereby made applicable to this Application and the Credit.

PLEASE DATE AND OFFICIALLY SIGN THE LETTER OF CREDIT AGREEMENT INCLUDED HEREIN.

Application For Irrevocable
Standby Letter of Credit
FMC Copy Center (9/10)

REIMBURSEMENT AND SECURITY AGREEMENT

In consideration of the issuance at our request of your Standby Letter of Credit (the "Credit"), substantially according to the Application the terms of which are included herein, or are attached hereto and initialed on behalf of ourselves (by any one or more of the undersigned), which terms are hereby approved by us, we hereby unconditionally agree as follows:

1. As to drafts under or purporting to be under the Credit, we agree to reimburse you in cash at your counters in the city and state stated on the face hereof, on demand, or if so demanded by you, in advance, for the amount paid or required to pay each draft, plus your drawing fee. Payments shall be made in United States Dollars, and, if the Credit is payable in a currency other than United States Dollars, computed at the rate of exchange as fixed by you, current on the date of payment of the draft; provided, however, that if the Credit is payable in a currency other than United States Dollars, you may, in your absolute discretion, accept payments in the currency in which the Credit is payable. If there is then no rate of exchange generally current for effective wire transfers, we agree on demand to pay you an amount which you then deem necessary to pay or provide for the payment of our obligations hereunder; but in any such event we shall remain liable for any deficiency which may result if the actual cost to you of settlement of your obligations under the Credit proves to be in excess of the amount so paid by us, and we shall be entitled to a refund, without interest, of any excess payment made by us. If it is a condition of this Credit that the beneficiary is authorized to draw clean drafts, you are authorized and instructed to pay drafts without requiring, and without responsibility for the delivery of any other documents, either at the time of payment or thereafter. As to documents presented for payment pursuant to the Credit without drafts, we agree that our obligation hereunder shall be the same as though drafts had been presented or accompanied such documents.

We further agree to pay you, on demand, your commissions, fees and any and all charges and expenses (including all charges for legal services) which may be paid or incurred by you in connection with the Credit, including but not limited to costs of complying with any and all applicable governmental exchange regulations and all correspondents' charges, for our account. Any amounts which are not paid when due shall bear interest, payable on demand, until paid in full. Interest payable hereunder shall be at a fluctuating rate, calculated on the basis of a 360-day year and actual days elapsed, which is zero percent (0.00 %) above the Prime Rate (or, if the blank is not completed, then the rate of interest shall be four percent (4%) above the Prime Rate), with each change in the Prime Rate automatically and immediately changing the rate applicable hereto. For purposes hereof, "Prime Rate" means the fluctuating rate in effect at the time in question that is publicly announced by you from time to time as being your prime rate thereafter in effect. Such payment shall be subject to a minimum late payment fee. We shall not be entitled to a rebate of any portion of the fee paid to you if the Credit shall expire or terminate, or if the amount available under the letter of credit shall be reduced prior to the end of the period for which such fee is paid.

In the event that any United States currency drafts are drawn by us or any of us on you in order to refinance any obligation set forth above, and such drafts, at your option, are accepted by you, we agree to pay you on demand, but in any event not later than the maturity date, the amount of each such acceptance, and this Agreement shall be applicable to all drafts so accepted by you as if such drafts were drawn under the Credit. Each amount which may become due and payable to you under this Agreement may, in your discretion and if not otherwise paid, be charged by you against any available funds then held by you for our account.

2. The users of the Credit shall be deemed to be our agents, and we assume all risks of their acts and omissions with respect to the use of the Credit and/or its proceeds. Neither you, your officers, directors, employees or agents, nor your correspondents or affiliates, or their officers, directors, employees or agents shall be responsible for: (a) the use which may be made of the Credit and/or its proceeds and/or for any acts or omissions of the beneficiary and any transferee in connection therewith, or any breach of contract between the beneficiary and/or transferee and ourselves or any of us; (b) any lack of validity, acceptability or enforceability of the Credit or any other agreement or instrument relating thereto or any provision of this Agreement; (c) verification of the truth, accuracy, sufficiency, validity or existence of facts or information contained in any statement or document required to be presented with any draft drawn under the Credit; or the genuineness of any signature appearing on any such document or statement; or whether any individual signing such document or statement is authorized to sign on behalf of the person or entity that is purporting to execute such document or statement, even if such documents should in fact prove to be in any or all respects irregular, invalid, insufficient, fraudulent or forged; (d) particular conditions stipulated in the documents or superimposed thereon; (e) the existence, character, quality, quantity, condition or value of same from that expressed in such documents; (f) any deviation from instructions, delay, default or fraud by the supplier or any other party in connection with any goods or service or the supplying thereof, including partial or incomplete performance, or failure or omission in supplying any and all of the same referred to in the Credit or in any documents or agreements related thereto; (g) delay in arrival or performance or failure to arrive of any goods or any of the documents or payments relating thereto; (h) any variance between invoices and bills of lading or other documents in respect of said goods or service; (i) payment against presentation of documents which do not comply with the terms of the Credit, including any failure of any document to bear any reference or adequate reference to the Credit, or failure of documents to accompany any draft, instrument or demand at negotiation, or failure of any person to note the amount of any draft, instrument or demand as required by the terms of the Credit, each of which provisions, if contained in the Credit itself, it is agreed may be waived by you; (j) errors, omissions interruptions, or delays in transmission, or delivery of any messages, by mail, cable, telegraph, wireless or otherwise, whether or not they be in cipher; (k) errors in translation or errors in interpretation of technical terms; (l) compliance with or circumstances resulting from any laws, customs, regulations or governmental directives which may be in effect in any country of negotiation or payment of the Credit; (m) any act, error, neglect, default, omission, insolvency or failure in the business of any of your correspondents; (n) any other circumstances whatsoever in making or failing to make payment under the Credit; or (o) any loss or liability whatsoever arising from or in connection with the Credit, except we shall have a claim against you, and you shall be liable to us, to the extent, but only to the extent, of any direct, as opposed to consequential, damages suffered by us which we prove were caused by (1) your gross negligence or willful misconduct in honoring a presentation under the Credit, or (2) your willful failure to pay under the Credit after the presentation to you by the beneficiary (or a successor to whom the Credit has been transferred in accordance with its terms) of a draft and/or documents strictly complying with the terms and conditions of the Credit.

In furtherance and extension and not in limitation of the specific provisions hereinbefore set forth, we agree that any action taken by you or by any of your correspondents under or in connection with the Credit or the relative drafts, instruments, demands, documents or property, if taken in good faith, shall be binding on us and shall not put you or your correspondents under any resulting liability to us; and we make like agreement as to any inaction or omission, unless in breach of good faith.

3. We hereby further indemnify and hold you and your correspondents harmless from and against any and all claims, damages, losses, liabilities, costs and expenses whatsoever (including, but not limited to, attorneys' fees) which you may incur, or which may be claimed against you, by any person or entity whatsoever by reason of or in connection with the execution and delivery or the transfer of, or the payment or the failure to pay under, the Credit, including any claim or demand by you against us or any of us, except we shall not so indemnify and hold you harmless from any claims, damages, losses, liabilities, costs and expenses which we prove were caused by the events referred to in items (o)(1) and (o)(2) of the immediately preceding paragraph.

4. If at any time and from time to time you require collateral (or additional collateral) security, we agree to deliver, convey, transfer and/or assign to you as security for our obligations and liabilities hereunder and also for any and all other of our obligations and liabilities (or the obligations or liabilities of any of us) to you, howsoever created, arising or evidenced, whether joint or several, direct or indirect, absolute or contingent, now or hereafter existing, due or to become due (collectively, "Liabilities"), such collateral security as you may request; and if we do not provide you, within five (5) days of such demand, with such security as you believe in good faith necessary to secure such Liabilities, we shall deposit with you an amount of cash equal to the face amount of the Credit issued hereunder and any fees, commissions and other charges then or thereafter payable with respect thereto, and such amount shall remain on deposit with you until a reasonable time after the expiry date of the Credit. If we make such deposit of cash with you, we understand that you will pay interest on such deposit at such rate or rates as you would pay on similar deposits with similar maturities. You shall be entitled to obtain specific performance of our obligation to make such cash deposit. Further, we hereby grant to you a security interest in, and recognize and admit your ownership in and unqualified right to, the possession and disposal of all goods that may be shipped pursuant to or in connection with the Credit or in any way relative thereto, and to any of the drafts, instruments or demands drawn or made thereunder, and also in and to any and all shipping documents, warehouse receipts, policies or certificates of insurance and other documents relative to presentations made under the Credit and in and to the proceeds of each and all of the foregoing, until such time as all Liabilities have been fully paid and discharged. All such goods, instruments, documents and other property hereinabove referred to, together with any and all other property in which you are granted a security interest by us (or any of us) hereunder or under any other instrument, are hereinafter collectively referred to as the "Collateral." All or any of the Collateral coming into your possession or that of any of your correspondents may be dealt with, held, and disposed of by you as hereinafter provided; and receipt by you, or any of the Collateral coming into your possession or that of any of your correspondents may be dealt with, held, and disposed of by you as hereinafter provided; and receipt by you, or any of your correspondents at any time, of other security, including cash, shall not be deemed a waiver of any of your rights and powers herein mentioned. We agree to execute and delivery to you trust receipts and other security agreements and financing statements complying with the requirements of applicable law, in such form as may be required by you, and to pay all filing fees in connection therewith, it being understood that your rights as specified herein or therein shall be in addition to, and not in limitation of, your rights under any applicable law.

5. Upon default in or non-performance of any agreement or condition herein contained, or if any representation or warranty made by us or by any of us shall prove to have been incorrect or misleading in any material respect when made; or our failure, after your demand, to furnish any financial information you may request of us or to permit your inspection of our books and records of account; or in case of any depreciation in the value of the Collateral below that agreed upon or subsequently requested by you; or in the event of any application for the appointment of a receiver for, or the filing of a petition by or against, any of us in bankruptcy or for reorganization or proposing an arrangement under the Federal Bankruptcy Code as now or hereafter amended, or otherwise, or the making of a general assignment by any of us or any guarantor of any drafts or acceptances, or the death of any of us, or any act or event or occurrence, however expressed or indicated, which in your sole judgment impairs your security or increases your risks, all of our Liabilities, direct and indirect, to you, whether arising hereunder or otherwise, shall, at your option, become immediately due and payable, and in such event you are hereby authorized immediately to sell the whole or any part of the Collateral at any brokers' board or at public or private sale at your option, without notice of the amount due or claimed to be due, demand of payment, advertisement and notice of sale, or any of them, each and all of which are hereby expressly waived, and to apply the net proceeds of such sale, after deduction of expenses for collection, sale and delivery to the payment of all acceptances and obligations hereunder and any other Liabilities, whether due or not due, returning the surplus, if any, to us, who shall remain liable for any deficiency upon any such sale with interest at the rate set forth above.

6. Without limiting, and in addition to, the above provisions, each of us agrees that all monies and other property belonging to us or any of us of every name and nature whatsoever now or at any time hereafter delivered, conveyed, transferred, assigned or paid to you, or coming into your possession or into the possession of anyone for you in any manner whatsoever whether expressly as security for any or all Liabilities of us or any of us to you or for safekeeping or otherwise, or as to which any of us may have any interest, right or power, including any items received for collection or transmission, and the proceeds thereof, whether or not such property is in whole or in part released to us or any of us on trust or bailee receipt are hereby made security for each and all Liabilities. We further agree that any indebtedness due or owing from you to any of us may at any time, before as well as after the maturity of any or all Liabilities, be set off and applied against any or all Liabilities, in such order of preference as you may determine. You may retain or take immediate possession of all Collateral (whether or not you have turned some or all of it over to us under this Agreement or a separate security agreement) without demand, notice, or legal process, and for this purpose we shall, at your request, assemble the Collateral to a reasonably convenient place designated by you, and you shall have the right to enter upon our premises, without legal process and remove the Collateral (including the right to render equipment unusable) and we hereby authorize such entry and waive and release you of and from any and all claims arising from such entry; you shall be subrogated to all of

our interests, rights, and remedies with respect to the Collateral, and may, in your discretion, take or bring any and all commercially reasonable steps, actions or legal proceedings, in your name or in ours, to realize upon the Collateral and apply the net proceeds thereof to our indebtedness to you; and your written notice to us at the last known address of any of us, ten days prior to the date of public sale of the Collateral or prior to the date after which private sale of the Collateral will be made, shall constitute reasonable notice. We waive any rights we may have to notice or hearing prior to your taking possession of any Collateral or otherwise exercising your rights hereunder. We will bear and pay all expenses of every kind (including all charges for legal services) of the enforcement of any of your rights herein mentioned, of any claim or demand by you against us or any of us, and of any actual or attempted sale, exchange, enforcement, collection, maintenance, retention, insurance, compromise, settlement, release, delivery on trust receipt, or delivery of any such security, and of the receipt of proceeds thereof, and will repay to you any such expenses incurred by you. Upon any sale by virtue hereof, you may purchase the whole or part of the property sold, discharged from any right of redemption, which is hereby expressly waived and released.

7. Our obligations under this Agreement shall be absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement and the Credit under all circumstances whatsoever, including, without limitation, the following circumstances: (a) any lack of validity or enforceability of the Credit or any other agreement or instrument relating thereto (collectively, the "related documents") or any provision of this Agreement; (b) any amendment or waiver of, or any consent to departure from, all or any of the related documents; (c) the existence of any claim, setoff, defense or other rights which we may have at any time against the beneficiary or any transferee of the Credit, you or any other person or entity, whether in connection with this Agreement, the related documents or any unrelated transaction; (d) any statement or any other document presented under the Credit proving to be forged, fraudulent, invalid or insufficient in any respect, or any statement or representation therein being untrue or inaccurate in any respect whatsoever; (e) payment by you under the Credit against presentation of any draft or document which does not comply with the terms of the Credit, provided that such payment shall not have constituted gross negligence or willful misconduct by you; and (f) any act, error, neglect, default, omission, insolvency or failure in the business of any of your correspondents.

Without limiting the generality of the foregoing, you and your correspondents may honor as complying with the terms of the Credit any drafts or other documents, otherwise in order, which may be signed by, or issued to, the administrator or executor of, or the trustee in bankruptcy of, or the receiver for any of the property of, or any other person or entity acting as the representative or in the place of, the party in whose name the Credit provides that any drafts or other documents should be drawn or issued.

8. Each right, power or privilege specified or referred to in this Agreement is in addition to and not in limitation of any other rights, power and privileges that you may otherwise have or acquire by operation of law, by any other contract, or otherwise. No delay, extension of time, renewal, compromise, failure on your part to exercise any right, or other indulgence which may occur, shall impair your rights or powers hereunder. You shall not be deemed to have waived any of your rights hereunder unless you or your authorized agent shall have signed such waiver in writing. No such waiver, unless expressly as stated therein, shall be effective as to any transaction except the specific transaction described in the waiver, nor as to any transaction which occurs subsequent to the date of such waiver, nor as to any continuance of a breach after such waiver.

9. We hereby warrant that the beneficiary of the Credit is not a prohibited person and that any and all transactions related to the Credit are not prohibited under any foreign Assets Control Regulations of the United States Treasury Department and that all transactions related to the Credit will conform in every respect with all foreign and domestic laws, rules and regulations (including financing and exchange control regulations) now or hereafter applicable to the transaction related to the Credit or applicable to the execution, delivery and performance by ourselves. You and your correspondents shall not be liable for any failure by you or anyone else to pay or accept any draft or honor any presentation under the Credit or for any loss or damage resulting from any censorship, law, control or restriction, rightfully or wrongfully exercised by any de facto or de jure domestic or foreign government or agency thereof, declared or undeclared war, or from any other cause beyond your or your correspondents', agents' or subagents' control, and we agree to indemnify and hold you harmless from any claim, loss, liability or expense arising by reason thereof.

We will procure promptly any necessary import, export or other licenses for the import, export, shipping or warehousing of any and all property shipped pursuant to or in connection with the Credit or covered by any document held by you or your correspondent relative to any draft(s) accepted by you or included in the Collateral, and will furnish such certificates in that respect as you may at any time require; and will keep the property adequately covered by insurance satisfactory to you, in companies satisfactory to you, and will assign the policies or certificates of insurance to you, or will make the loss or adjustment, if any, payable to you at your option; and will furnish you upon request with evidence of acceptance of such assignment by the insurers. Should the insurance upon any such property for any reason be unsatisfactory to you, you may, at our expense, obtain insurance satisfactory to you. Notwithstanding your approval of such insurance, we assume all responsibility as to the sufficiency and genuineness of the insurance.

10. Any modification of the terms of the Credit, other than an increase in the amount of the Credit or an extension of the maturity or time for presentation of drafts and/or other documents, may at your sole option be made by any of us with or without notification to the others, but any increase in the amount of the Credit or extension of maturity or time for presentation of drafts, acceptances and/or documents shall only be at the request of all of us, and in either such event this Agreement shall be binding upon us with regard to the Credit so increased or modified, to drafts, documents and property covered thereby, and to any action taken by you or any of your correspondents, in accordance with any such extension, increase or other modification, unless such modification is not accepted by the beneficiary. You may at your sole option refuse to issue any amendment or extension to the Credit.

We agree that no acceptance or payment of overdrafts, irregular drafts, other irregular documents or drafts with irregular documents attached shall, if assented to or approved by us orally or in writing, impair any rights which you have under this Agreement. In case of any other variation between the documents called for by the Credit and the documents accepted by you or your correspondents, we shall be conclusively deemed to have waived any right to object to such variation with respect to any action by you or your correspondents relating to such documents and to have ratified and approved such action as having been taken on our direction, unless we, immediately upon receipt of such documents, file objection with you in writing.

If a transport document or copy thereof is stipulated, documents may be presented later than the maximum allowable time specified in the UCP (as hereinafter defined), but still must be presented within the validity of the Credit.

11. If it is a condition of the Credit that payment may be made upon receipt by you of a telecommunication advising negotiation, we hereby agree to reimburse you on demand for the amount indicated in the said telecommunication advice, and further agree to hold you harmless if the documents fail to arrive or, when, as and if documents arrive, it should appear that the terms of the Credit have not been complied with, and/or that the documents are not in order.

12. If any law, regulation, guidelines or requirement (whether or not having the force of law), or any change in same or in the interpretation thereof by any court or administrative or governmental authority charged with the administration thereof, or any change in generally accepted accounting principles (i) shall impose, modify or deem applicable any reserve, special deposit, minimum capital, risk-based capital or similar requirement against or with respect to letters of credit issued by you, or (ii) would impose on you any other condition regarding this Agreement or the Credit or any related document or transaction hereunder, or (iii) subjects you to any tax, charge, fee, deduction or withholding of any kind whatsoever, and the result of any event referred to in clauses (i), (ii) or (iii) above shall be to increase the cost to you of issuing or maintaining the Credit (which increase in cost shall be the result of your reasonable allocation of the aggregate of such cost increases resulting from such events), or would have the effect of reducing the rate of return on your capital as a consequence of your obligations hereunder to a level below that which you would have achieved but for the enactment, promulgation or change (taking into account your policies with respect to capital adequacy), then, upon demand from you, we shall immediately pay to you, from time to time as specified by you, additional amounts sufficient to compensate you for such increased cost incurred or reduced rate of return suffered by yourselves. A certificate from you as to such increased cost or reduced rate of return incurred by yourselves as a result of any event referred to in clauses (i), (ii) or (iii) above showing the manner of calculation thereof shall, in the absence of manifest error, be conclusive and binding evidence as to the amount thereof.

13. The Uniform Customs and Practice for Documentary Credits as most recently published by the International Chamber of Commerce (the "UCP") shall in all respects be deemed a part hereto as fully as if incorporated herein and shall apply to the Credit, except as otherwise specifically provided herein. This Agreement shall be governed by and construed in accordance with the laws of the state shown on the face hereof as your address, except to the extent such laws are inconsistent with the UCP. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidating the remainder of such provision or the remaining provisions hereof.

14. We acknowledge that you do not purport to give any legal advice; that you make no representation or warranty that the Credit will satisfy our needs; that we should consider consulting legal counsel concerning any questions about the terms of this Agreement or the Credit; that we are not relying on you in any manner in connection with the wording of the Credit or the structuring of any transaction related thereto; that we are responsible for our decisions to enter into any underlying contract with the beneficiary of the Credit, to cause the issuance of the Credit, and to choose the terms of the application for the Credit; and that you may determine in your sole discretion whether or not to issue the Credit.

15. This Agreement shall be binding upon us, our heirs, executors, administrators, successors, and assigns and shall inure to the benefit of, and be enforceable by you, your successors, transferees, and assigns. If this Agreement should be terminated or revoked as to us by operation of law, we will indemnify and save you harmless from any loss which may be incurred by you in acting hereunder prior to your acknowledgment of receipt by you or your successors, transferees, or assigns of notice in writing of such termination or revocation. If this Agreement is signed by one party, the terms "we," "our" and "us" shall be read throughout as "I," "my" and "me," as the case may be. If this Agreement is signed by two or more parties, it shall be the joint and several agreement of such parties; and in any such case, this Agreement shall not be revoked or impaired as to any one or more of such parties by the death of any of the others or by the revocation or release of any obligations hereunder of any one or more of such parties. The obligations hereof shall continue in force and apply notwithstanding any change in the membership of any partnership undersigned, whether arising from the death, resignation, retirement or other withdrawal of one or more partners or the accession of one or more new partners.

16. In the event you receive any facsimile, telex or electronic letter of credit application and/or oral, facsimile, telex or electronic instruction from person(s) purporting to be, and/or which instruction or application you believe in good faith to be, made, given or authorized by any of us, in connection with the application, issuance, amendment, renewal, termination, payment or other action regarding the Credit, you shall be entitled to rely on the authority of the person(s) making the request, whether or not they are so authorized, and we hereby agree that you may, but shall not be required to, act upon any such instruction or application. We further agree to indemnify and hold you harmless from any claims by virtue of your acting upon any such instruction or application as same was understood by you, except for claims resulting solely from your gross negligence or willful misconduct.

We agree to send you a manually signed confirmation of all oral, facsimile, telex and electronic instructions, marked "PREVIOUSLY COMMUNICATED BY (PHONE, FAX, ETC.) ON _____ DO NOT DUPLICATE," within 24 hours. You shall have no duty to compare the manually signed confirmation against instructions previously received nor shall you have any responsibility should the confirmation not be received or should the contents of the written confirmation differ from the oral, facsimile, telex or electronic instructions as acted upon by you. You have no liability for facsimile, telex or electronic instructions not legibly or correctly received, not received due to equipment problems, or not received at the numbers designed for facsimile, telex and/or electronic equipment for your Business Services Department/Letter of Credit area.

17. We agree that if the Credit is to be automatically renewed and/or the expiry date of the Credit is to be automatically extended, in the event that we do not want such Credit renewed or extended, we will so request in writing to you, delivered at least 60 days prior to the latest date for notification by you of non-renewal or non-extension stipulated therein (or if blank is not completed, then 60 days prior to such date), not to renew or extend. We agree that if such a timely request not to renew or extend is not made, you may automatically renew or extend the Credit, and we hereby agree that in such event we shall have no claim or cause of action against you, nor defense to payment under this Agreement, as a result of such automatic renewal or extension of the Credit.

You may, at your sole discretion, elect not to allow the credit to renew or extend automatically. If you elect not to renew or extend, we shall have no claim or cause of action against you, nor defense to payment under this Agreement, as a result of your non-renewal or non-extension.

18. We understand that if the Credit is issued in favor of any bank or other financial, commercial or governmental entity which has issued or is to issue an undertaking on your or our behalf in connection with the Credit, we hereby agree to remain liable under this Agreement in respect of the Credit (even after its stated expiry date) until you are released by such bank or entity.

19. Any notice to you shall be deemed effective only if in writing sent to and received at your Business Services Department Letter of Credit area. Any notice to or demand on any of us shall be binding on all of us and shall be deemed effective when made to any person who has signed this Application on behalf of any of us, or to any of us by mail, telecommunication telephone or otherwise to the last address or telephone number of such person appearing on your records.

20. You may assign or transfer this Agreement or any instrument(s) evidencing all or any of the aforesaid obligations and/or liabilities, and may deliver all or any of the property then held as security therefore, to the transferee(s), who shall thereupon become vested with all the powers and rights in respect thereto given you herein or in the instrument(s) transferred and you shall thereafter be forever relieved and fully discharged from any liability or responsibility with respect thereto, but you shall retain all rights and powers hereby given with respect to any and all instrument(s), rights or property not so transferred.

21. We understand that, once you issue the Credit, your obligation to the beneficiary is independent of any agreement or relationship which we have with the beneficiary. We further understand that, in letter of credit operations, banks deal with documents and not with goods, services and/or other performances to which the documents may relate, regardless of any notice or information they may possess or be provided regarding such goods, services and/or other performances, and without any responsibility for further investigation. We hereby waive any right we may have to bring any action against you based on fraud, forgery or other defects not apparent on the face of the documents presented under the Credit. We shall have no right to instruct you to refuse or fail to pay a draft drawn under the Credit, and when you pay any such draft we shall remain obligated to reimburse you as provided herein.

22. **REDUCTION OF AVAILABLE CREDIT** - Effective as of the date of this Application for Irrevocable Standby Letter of Credit, the available funds under line of credit # _____ shall be reduced by \$ _____, the amount of the Standby Letter of Credit, and shall remain reduced as long as Letter of Credit # _____ issued by Lender is outstanding and has not been presented for payment to Lender. In the event Letter of Credit # _____ is presented in full or in part to Lender for payment, Lender shall have the right to increase the available funds under the Line of Credit and draw an amount sufficient to pay the amount drawn under the Letter of Credit.

APPLICANT (ACCOUNT PARTY)

Name Crown Point Community School Corporation

Address 200 E. North Street

City Crown Point State IN Zip 46307

Authorized Signature [Redacted]

Name & Title Laurie J. Cooper, Treasurer

Authorized Signature _____

Name & Title _____

Authorized Signature _____

Name & Title _____

Authorized Signature _____

Name & Title _____

Authorized Signature _____

Name & Title _____

Phone Number _____

Account Number to Debit _____

Date _____

Notes

The rate shall be based upon WSJ Prime plus a margin of 0.000%, adjusting daily. A floor rate of 5.500% shall apply

FOR BANK USE ONLY

Liabilities Outstanding:

Comm. L/Cs _____

Acceptances _____

Standby L/Cs _____

Others _____

Sub Total _____

New L/C Amount _____

Total _____

Commission:

Issuance _____ % or Min./Max. _____

Evergreen _____ % p.a. or Min. p.a. _____

Rate _____ % p.a. or Flat Fee p.a. _____

Collateral Code: _____

SIC Code: _____

Purpose of L/C: ☐ Financial ☐ Other

All signatures authorized and valid _____

☐ Secured ☐ Unsecured

Collateral, if any, forwarded to C & C Loans _____

Approval Document to Business Services _____

Risk-Based Customer Codes:

☐ Check if customer, applicant or co-applicant is a depository institution.
(bank, savings and loan, credit union – NOTE: a financial holding company is not a depository institution)

Approved By: _____

Signature _____

Printed Name _____

Dept. _____

Date _____

ADDITIONAL COMMENTS / INSTRUCTIONS: _____

First Merchants Corporation
P.O. Box 792
Muncie, IN 47308

Irrevocable Letter of Credit No. [REDACTED]

Subdivision/Entity: Crown Point Community School Corporation
200 E North Street
Crown Point, IN 46307

Accepting the Performance Letter of Credit Extension for MacArthur Elementary School.

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

TOWN COUNCIL
TOWN OF CEDAR LAKE, INDIANA

By: _____
Richard Sharpe
Town Council President

ATTEST:

Jennifer Sandberg, IAMC, CMC, CPFIM
Clerk-Treasurer

July 28, 2022

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

Attention: Plan Commission

Subject: MacArthur Elementary School
Final Plat Review #1
(CBBEL Project No. 060016.00203)

Dear Plan Commission Members:

As requested, Christopher B. Burke Engineering, LLC (CBBEL) staff has reviewed the final plat for the MacArthur Elementary School located at the southwest corner of 129th Avenue and Fairbanks Street in the Town of Cedar Lake, Indiana (Town). The improvements include two building expansions, parking lots, play areas, baseball field, and detention basins. Engineering documents were submitted by Torrenga Engineering, Inc. (Torrenga) and were reviewed for compliance with the Town of Cedar Lake's (Town) Subdivision Ordinance (No. 498), Zoning Ordinance (No. 1402), Lighting Ordinance (No. 1264), Stormwater Ordinance (No. 1218), and associated standard engineering methods.

CBBEL received the following items to review:

- "Douglas MacArthur Elementary School" Final Plat (1 Sheet), prepared by Torrenga, dated July 6, 2022.

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

Please note that the Applicant is required to provide a certified check or money order payable to the Town of Cedar Lake in an amount equal to three (3%) percent of the cost of the improvements prior to Final Plat Approval to cover inspection fees. An estimated cost of construction for the elementary school was prepared by CBBEL. The amount is based on the estimate of probable cost and is \$8,519.70. The estimate of probable cost is attached to this letter.

Also requested, CBBEL staff have reviewed the elementary school plans and associated documents for purposes of establishing the required Performance Letter of Credit. After review, the estimate of probable costs is \$283,990.00 for public infrastructure. CBBEL will eventually base Maintenance Letter of Credit values off this amount. The Performance Letter of Credit should be established at \$312,389.00, which is 110% of the estimate of construction.

Shop drawings should be submitted for review for all signage, posts, and other items prior to installation to verify compliance with the current version of the MUTCD and Town Ordinances.

The Developer is also required to pay an MS4 inspection fee of \$2,000 since the development is greater than 5 acres.

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

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

Sincerely,

A black rectangular redaction box covering the signature of Donald C. Oliphant.

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

Encl: As noted.

cc: Town Manager (via email)
PC Recording Secretary (via email)
Director of Operations (via email)
Building Administrator (via email)
Town Attorney (via email)
Don Torrensa, PE – Torrensa (via email)
Dion Katsouros – Skillman (via email)

P:\Cedar Lake\060016 Town Engineer\203\L060016.00203_MacArtuhr_072822.docx

Town of Cedar Lake
MacArthur Elementary School Improvements
Recommended Performance Letter of Credit as of 07/20/2022
Subdivision Improvements Included in the 08/22 Final Plat Portion
(CBBEL Project 060015.00017)

Description	Unit	Qty	Unit Price	Cost
<u>Watermain Improvements</u>				
8" DIP WM	LF	1364	\$ 85.00	\$ 115,940.00
Fire Hydrant	EACH	3	\$ 6,500.00	\$ 19,500.00
8" VB	EACH	3	\$ 3,000.00	\$ 9,000.00
8" Fittings (Bends, Tees, Crosses, etc...)	EACH	7	\$ 800.00	\$ 5,600.00
Hot Tap Connection	LS	1	\$ 7,000.00	\$ 7,000.00
Testing and Chlorination	LS	1	\$ 2,000.00	\$ 2,000.00
Watermain Subtotal				\$ 159,040.00
<u>Storm Sewer Improvements</u>				
48" MH, Type A	EACH	3	\$ 4,000.00	\$ 12,000.00
12" RCP	LF	113	\$ 100.00	\$ 11,300.00
12" FES (w/ grate and rip-rap apron)	EACH	1	\$ 3,000.00	\$ 3,000.00
Storm Sewer Subtotal				\$ 26,300.00
<u>Roadway Improvements</u>				
PCC Drive Approach (8" PCC/6" #53 Agg)	SY	309	\$ 100.00	\$ 30,900.00
Concrete Curb & Gutter - High Back (18")	LF	725	\$ 30.00	\$ 21,750.00
ADA Ramps/DWEs	EACH	8	\$ 900.00	\$ 7,200.00
PCC Sidewalk - 4" with Subbase	SF	1900	\$ 11.00	\$ 20,900.00
Street Signs	EACH	2	\$ 200.00	\$ 400.00
Striping	LS	1	\$ 2,500.00	\$ 2,500.00
Restoration of Parkway/ROW Areas	LS	1	\$ 15,000.00	\$ 15,000.00
Roadway Improvements Subtotal				\$ 98,650.00
Improvements				\$ 283,990.00
3% Inspection Fee				\$ 8,519.70
<i>(Already Installed/Inspected)</i>				\$ -
Remaining Improvements				\$ 283,990.00
Maximum Reduction (25%) =				\$ 70,997.50
Performance LOC (110%) =				\$ 312,389.00

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

Items Fully Removed

Items Partially Removed at Noted Amount

August 29th 2023 (Revised)

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

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

Mr. Salatas,

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

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

PROJECT DESCRIPTION

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

PROJECT APPROACH

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

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

July 2023 – September 2023

Phase II – Schematic Design (Included in Proposed Fee)

October 2023 – December 2023



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

January 2024 – April 2024

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

May 2024 – July 2025

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

July 2025 – July 2026

PROJECT SCOPE OF SERVICES

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

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

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



- S. Work with Town's communications staff on important information updates to the general public.
- T. Facilitate procurement of services outside of Developer if required.
- ~~U. Assist Town with logistics of moving of Town materials from current facilities to new facility including procurement and oversight of related service companies. (Future phase)~~
- V. Other services as needed.

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

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



- P. Monitor schedule and budget and provide regular updates to involved parties.
- Q. Facilitate coordination between Town Manager, other Town Staff, Contractor and Engineer.
- R. Provide weekly updates to Town representatives on pending action items.
- S. Facilitate procurement of services outside of Developer, if required
- T. Other services as needed

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

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

COMPENSATION

We are excited to continue helping the Town of Cedar Lake in the achievement of their goals and look forward to being an extension of your staff on a daily basis. As we discussed, we would recommend compensation for services rendered be billed at an Hourly Not-To-Exceed and invoiced monthly (in arrears). Veridus will request authorization in writing to exceed the allotted amount should efforts require. Full payment of invoices is due within 30 days from invoice date.

Phase I – Visioning / Concept Design	\$5,000/month NTE
Phase II - Schematic Design	\$5,000/month NTE
Phase III– Design Development and Construction Documents	\$5,000/month NTE
Phase IV - V – Bidding and Construction through Warranty.....	\$TBD

Project Total for Owners Representative Services: TBD

REIMBURSABLE EXPENSES

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



VERIDUS
GROUP

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

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

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

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

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

Sincerely,

Veridus Group, Inc.



David Rainey
Director
drainey@theveridusgroup.com

Accepted

Date



VERIDUS
GROUP

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

Exhibit A

Owner's Representative
Standard Hourly Rates - 2023

<u>Classification of Employee Group</u>	<u>Rate/Hr</u>
Principal	\$205
Director	\$190
Project Executive	\$180
Project Consultant (Specialty)	\$150-\$250
Project Manager	\$165
Assistant Project Manager	\$145
Project Assistant	\$130
Administrative	\$100

QUIT-CLAIM DEED

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

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

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

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

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

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

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

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

LBL Development LLC

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

By:

John Lotton, President

STATE OF INDIANA)

) SS:

COUNTY OF LAKE)

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

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



Notary Public

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

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



SALES DISCLOSURE FORM

State Form 46021 (R13 / 12-21)
Prescribed by Department of Local Government Finance
Pursuant to IC 6-1.1-5.5

SDF ID

County	Year	Unique ID

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

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

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

PART 1 – To be completed by BUYER/GRANTEE and SELLER/GRANTOR

A. PROPERTY TRANSFERRED – Must be conveyed on a single conveyance document (Additional contiguous properties can be listed on Page 5.)

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

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

B. CONDITIONS – Check only those that apply.

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

YES NO CONDITION

- ☐ ☒ 1. A transfer of real property interest for valuable consideration.
- ☐ ☒ 2. Buyer is an adjacent property owner.
- ☒ ☐ 3. Vacant land (No structures on land)
- ☐ ☒ 4. Exchange for other real property ("Trade")
Parcel Number of traded property: _____
- ☐ ☒ 5. Land contract.
Contract term (YYYY-YYYY): _____
Contract date (MM/DD/YYYY): _____
- ☐ ☒ 6. Partial interest. Describe: _____

YES NO CONDITION

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

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

- ☐ ☒ 8. Document for compulsory transactions as a result of foreclosure or express threat of foreclosure, divorce, court order, judgment, condemnation, eminent domain, or probate.
- ☐ ☒ 9. Documents involving the partition of land between tenants in common, joint tenants, or tenants by entirety.
- ☒ ☐ 10. Transfer to a charity, not-for-profit organization, or governmental entity or agency.

C. TRANSACTION DETAILS – Complete only those that apply.

YES NO CONDITION

- ☐ ☒ 1. Sheriff Sale or Tax Sale
- ☐ ☒ 2. Short Sale
- ☒ ☐ 3. Quitclaim Deed
- ☐ ☒ 4. Auction

5. Other: _____

YES NO 6. Transaction includes multiple Sales Disclosure Forms?

☐ ☒ SDF Form 1 of 1

7. Date conveyance document signed (MM/DD/YYYY): _____

8. Approximate number of days property was on the market: na

9. Total number of parcels on this disclosure: 1
(If there is more than one (1) parcel, see Page 5.)

10. Select the type(s) of property below and fill out corresponding page(s). Check all that apply.

<input checked="" type="checkbox"/> Residential (Complete Page 2, Sec. D-E)	<input type="checkbox"/> Agricultural (Complete Page 2, Sec. D-E)
<input type="checkbox"/> Commercial (Complete Page 2, Sec. F-G)	<input type="checkbox"/> Industrial (Complete Page 2, Sec. F-G)

RESIDENTIAL OR AGRICULTURAL PROPERTY**D. SALES DATA – Complete only those that apply.**

☐ Information contained in question 3 is confidential and non-disclosable under IC § 5-14-3-4

YES	NO	CONDITION	3. Planned use of the property?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Changes to the property between Jan. 1 and sale date? Describe: _____	Describe: _____ _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Property is a residential rental property.	

E. FINANCE DATA – Complete only those that apply.

1. Sales Price: <u>na</u>	YES	NO	CONDITION
2. Personal Property included in transfer. Amount: <u>0</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6. Is the seller financing the sale? (If yes, answer questions 7-8)
3. Seller paid points/closing costs. Amount: <u>0</u>	<input type="checkbox"/>	<input type="checkbox"/>	7. Is buyer/borrower personally liable for loan?
4. Existence of family or business relationship between the buyer and the seller. Amount of discount (if any): \$ <u>na</u>	<input type="checkbox"/>	<input type="checkbox"/>	8. Is this a mortgage loan?
5. Describe any less-than-complete ownership interest and terms of seller financing. <u>na</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	9. Was an appraisal done?

COMMERCIAL OR INDUSTRIAL PROPERTY**F. SALES DATA – Complete only those that apply.**

☐ Information contained in question 3 is confidential and non-disclosable under IC § 5-14-3-4.

YES	NO	CONDITION	3. Planned use of the property?
<input type="checkbox"/>	<input type="checkbox"/>	1. Changes to the property between Jan. 1 and sale date? Describe: _____	Describe: _____ _____
<input type="checkbox"/>	<input type="checkbox"/>	2. Property is a residential rental property.	


G. FINANCE DATA – Complete only those that apply.

☐ Information contained in questions 2-13 is confidential and non-disclosable under IC § 5-14-3-4 and IC § 6-1.1-35-9

1. Sales price. Amount: _____	9. How was the sale financed? (Check any that apply)
Check only those conditions that apply.	<input type="checkbox"/> All Cash <input type="checkbox"/> Seller Financing <input type="checkbox"/> Construction Loan
YES NO CONDITION	<input type="checkbox"/> Mortgage Loan <input type="checkbox"/> Sale Leaseback <input type="checkbox"/> Small Business Loan
<input type="checkbox"/> <input type="checkbox"/> 2. Sale price included an existing business?	10. How was property marketed? <input type="checkbox"/> Word of mouth
<input type="checkbox"/> <input type="checkbox"/> 3. Sale price included a liquor license?	<input type="checkbox"/> List with broker <input type="checkbox"/> For sale sign <input type="checkbox"/> Buyer approached
<input type="checkbox"/> <input type="checkbox"/> 4. Transaction was part of a portfolio sale?	11. Special Circumstances? (Check any that apply)
<input type="checkbox"/> <input type="checkbox"/> 5. Any part of the property was leased at time of sale?	<input type="checkbox"/> Sale between same business entity <input type="checkbox"/> Sale in lieu of foreclosure <input type="checkbox"/> Sold at auction
<input type="checkbox"/> <input type="checkbox"/> 6. Sale included property receiving an abatement?	<input type="checkbox"/> Trade of equipment or services <input type="checkbox"/> Sale of partial interest
<input type="checkbox"/> <input type="checkbox"/> 7. Appraisal was completed for the sale? Appraisal Value \$ _____	12. Value of personal property included: \$ _____
<input type="checkbox"/> <input type="checkbox"/> 8. Sale included property in a Tax Increment Finance (TIF) District?	13. Value of intangible personal property included: \$ _____

RELIGIOUS USE PROPERTY TAX EXEMPTION

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

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

PART 2 – COUNTY ASSESSOR

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

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

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

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

PART 3 – COUNTY AUDITOR

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

PART 4 – RECEIPT FOR STATEMENT OF DEDUCTION OF ASSESSED VALUATION

SDF ID	SDF Date (mm/dd/yyyy)	Buyer 1 – Name as appears on conveyance document	
Parcel number		Address of Property (number and street)	
Check those deductions for which the individual has applied: <input type="checkbox"/> Homestead <input type="checkbox"/> Solar Energy <input type="checkbox"/> Wind Power <input type="checkbox"/> Hydroelectric <input type="checkbox"/> Geothermal		City, state, and ZIP Code of property	
		Auditor Signature	Date (mm/dd/yyyy)
A person who knowingly and intentionally falsifies value of transferred real property, or omits or falsifies any information required to be provided in the sales disclosure form, commits a Level 5 felony.			



SALES DISCLOSURE PART 1(A)

State Form 55632 (R / 12-21)

SDF ID

--	--	--

County

Year

Unique ID

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

PART 1 – To be completed by BUYER/GRANTEE and SELLER/GRANTOR

A. PROPERTY TRANSFERRED – Must be conveyed on a single conveyance document.

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

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

Exhibit A

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

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

LICENSE AGREEMENT FOR ACCESS

This **LICENSE AGREEMENT FOR ACCESS** (hereinafter "Agreement"), is made as of the last date provided next to their signatures, by and between the **TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA**, a Municipal Corporation, by its duly elected Town Council (hereinafter "Town") and **LBL DEVELOPMENT LLC** (hereinafter "LBL") (collectively the "Parties").

RECITALS

WHEREAS, the Town is a Unit of Local Government located in Lake County, Indiana, duly empowered by applicable State Law and acting by and through its duly elected Town Council; and

WHEREAS, LBL is the legal owner of certain real property commonly known as 13621 Morse St., Cedar Lake, Indiana 46303 and depicted on EXHIBIT A attached hereto and incorporated herein (hereinafter "LBL Property"); and

WHEREAS, in order for the Town to establish and maintain a new potable water well site, LBL has conveyed a portion of the LBL Property to the Town as legally described and depicted on EXHIBIT B attached hereto and incorporated herein (hereinafter "Well Area"); and

WHEREAS, that the Town does not have legal access to Well Area through the remainder of the LBL Property; and

WHEREAS, LBL will subdivide and develop the LBL Property in the future, however, the Town seeks to develop and permit the Well Area prior to the subdivision of the LBL Property and requires legal access to the Well Area; and

WHEREAS, the Town and LBL seek to enter into this Agreement authorizing the Town to use a portion of the LBL Property for access to the Well Area on the terms and conditions specified herein.

COVENANTS

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the performance thereof, and other good and valuable consideration, receipt of which is hereby acknowledged by each of the Town and LBL, the Parties agree as follows:

1. **Recitals Incorporated.** The Town and LBL agree that the Recitals set forth hereinabove are an inherent part of, and are incorporated herein. Further, the Recitals shall be used to interpret this Agreement.

2. **License Area.** LBL hereby grants the Town, and its invitees, a license for access across the north 800 feet of the LBL Property for ingress and egress to the Well Area (hereinafter "License Area"). The Town agrees to restore any portions of the License Area damages by the Town or the

Town's invitees so that such property is not a danger to persons and vehicles for normal use (no excessive rutting, etc.). The Town understands the License Area is not improved and assumes all risk with utilizing the License Area.

3. **Term of License Area.** The Term of this Agreement shall commence upon the Parties executing this Agreement and shall expire upon such time as there has been platted or dedicated public access from Morse Street to the Well Area on the LBL Property. LBL agrees that LBL may not terminate this Agreement without the written consent of the Town.

4. **Non-Assignment.** This Agreement shall not be assigned by Town without the express written approval of LBL.

5. **Governing Law.** It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the applicable laws of the State of Indiana.

6. **Indemnification of LBL.** The Town shall indemnify and hold LBL harmless from and against any and all liability for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with, the condition or use of the License Area, except liability for personal injuries, property damage, or loss of life or property caused solely by the negligence of LBL, its employees, agents or representatives.

7. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either of the Parties shall be binding only if evidenced in writing and signed by a duly authorized representative both LBL and the Town. This Agreement will not be recorded by either Party.

8. **Public Action.** This Agreement has been approved by affirmative action of the Town Council of the Town of Cedar Lake, Lake County, Indiana, at a Public Meeting of the Town Council on the ____ day of _____, 2023, after motion duly made and seconded with a vote of ____ in favor and ____ opposed, and whereby the President of the Town Council and Town Clerk-Treasurer, respectively, were directed to execute and attest the same and deliver the aforesaid Agreement.

9. **Entity Authority.** LBL hereby represents and warrant that the undersigned person executing this Agreement on behalf of an entity, is duly elected or appointed officers or representatives of such entity, and is fully empowered to execute and deliver this Agreement, and that all necessary entity action for the making of this Agreement, as required by applicable law, has been taken and done.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date provided next to their signatures.

LBL

LBL Development LLC

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

By: _____
John Lotton, President

Dated: _____, 2023.

TOWN

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

By: _____
Richard Sharpe, Town Council President

Dated: _____, 2023.

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

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Richard Sharpe, Cedar Lake Town Council President, and Jennifer N. Sandberg, IAMC, Town Clerk-Treasurer, in their official capacities and Not Individually, who, for and on behalf of the Town of Cedar Lake, by and through its Town Council, and acknowledged the execution of this Agreement.

IN WITNESS my hand and Notarial Seal this _____ day of _____, 2023.

Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

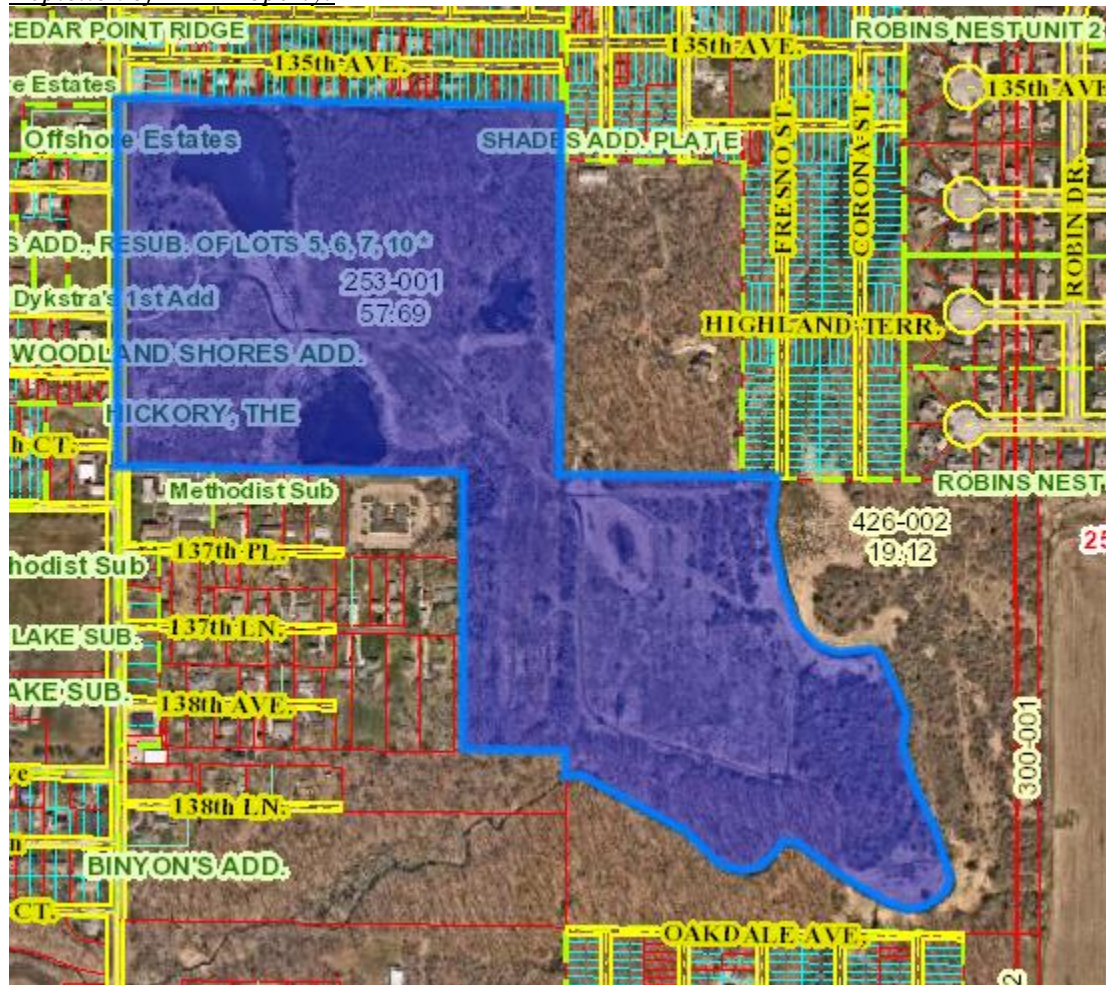
Before me, a Notary Public in and for said County and State, personally appeared John Lotton, President of Lotton Development, Inc., Manager of LBL Development LLC, and acknowledged execution of the foregoing Deed for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations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

Witness my hand and Notarial Seal this _____ day of _____, 2023.

Notary Public

EXHIBIT A

Depiction of LBL Property:



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

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

BARNES & THORNBURG LLP

201 S. Main Street, Suite 400
South Bend, IN 46601-2130 U.S.A.
(574) 233-1171
Fax (574) 237-1125

www.btlaw.com

Philip J. Faccenda, Jr.


August 18, 2023

VIA EMAIL

Richard Sharpe
Town Council President
TOWN OF CEDAR LAKE, INDIANA
7408 Constitution Avenue
Cedar Lake, IN 46303

Re: Town of Cedar Lake Economic Development Revenue Bonds 2023A
(J3/JBL Development Projects)

Dear Mr. Sharpe:

The purpose of this letter is to set forth the terms and conditions under which our Firm will serve as special economic development counsel and bond counsel to the Town of Cedar Lake (the "Town") in connection with the establishment of new allocation areas (collectively, "TIF Area Amendments"), within the Consolidated Cedar Lake Economic Development Area and the potential issuance of economic development revenue bonds (the "Bonds") in connection with the J3 and JBL Development Projects (the "Transaction").

I am enclosing our Standard Terms of Engagement for Legal Services dated October 2021, setting forth the standard terms upon which our Firm accepts client engagements. Our engagement by you in this matter will be governed by these standard terms to the extent not expressly modified by this letter.

Identity of Client

It is important from the outset of our relationship that we have a clear understanding as to the identity of our client. Our only client in this matter is the Town, and not any of its respective agencies, instrumentalities, boards, commissions, officials, officers, employees or other affiliates. You have agreed that our representation of the Town in this matter will not give rise to any attorney-client relationship between our Firm and any agency, instrumentality, board, commission, official, officer, employee or other affiliate of the Town. You have also agreed that, during the course of our representation of the Town in this matter, our Firm will not be given any confidential information regarding any agency, instrumentality, board, commission, official, officer, employee or other affiliate of the Town. Accordingly, our Firm's representation of the Town in this matter will not give rise to any conflict of interest in the event other clients of our Firm are adverse to any

Richard Sharpe
Town Council President
TOWN OF CEDAR LAKE, INDIANA
August 18, 2023
Page 2

agency, instrumentality, board, commission, official, officer, employee or other affiliate of the Town.

Services

Bond counsel is engaged to render an objective legal opinion with respect to the authorization and issuance of bonds. As bond counsel in the Transaction, we advocate the interests of the Town and not any other party to the transaction. We assume that the other parties to the Transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this Transaction.

As special economic development counsel and as bond counsel, we will provide the following services as and when requested by the Town:

1. Assist the Town with all of the tasks set forth in the first paragraph of this letter.
2. Meet with and assist the Town and the Town's municipal advisor (the "Municipal Advisor") in structuring the bond portion of the Transaction, and provide the Town with details of using certain structures and the legal requirements associated therewith.
3. Prepare the basic documentation for the TIF Area Amendment and the bond portion of the Transaction, including resolutions, lease agreements, trust indentures, mortgages, escrow agreements and bond certificates, together with petitions, affidavits, notices, resolutions and certifications related thereto.
4. Assist the Town in preparing for and attending required hearings at the local level.
5. Prepare or assist in preparing for and participate in any meetings with any rating agency, municipal bond insurer or other credit provider concerning the Transaction.
6. Attend any meetings as requested by the Town.
7. Coordinate the scheduling and supervise the closing of the Bonds, including preparation of required closing documents.
8. If a disclosure document will be used in connection with the sale of the Bonds, our responsibility will include the preparation or review of any description therein of: (i) the terms of the Bonds and the legal documents pursuant to which the Bonds are issued, (ii) the excludability of interest on the Bonds from gross income for federal income tax purposes, and the exemption of interest on the Bonds from taxation in the State of Indiana, and (iii) our opinion.

Richard Sharpe
Town Council President
TOWN OF CEDAR LAKE, INDIANA
August 18, 2023
Page 3

Subject to the completion of proceedings to our satisfaction with respect to the Bonds, we will render our opinion to the effect that: (i) the Bonds are the valid and binding obligation of the issuer of the Bonds, enforceable against such issuer in accordance with their terms, and (ii) the interest on the Bonds is exempt from taxation in the State of Indiana (all subject to certain limitations which will be expressed in the opinion).

The opinion for the Bonds will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us, without undertaking to verify the same by independent investigation.

Upon delivery of the opinion for the Bonds, our responsibilities as bond counsel will be concluded with respect to the Transaction.

As bond counsel, we will not provide the following services in connection with the Transaction:

1. We will not review the financial condition of the Town, the feasibility of the projects to be financed or refinanced with the proceeds of the Bonds or the adequacy of the security provided to owners of the Bonds, and we will express no opinion relating thereto.
2. Except as specifically set forth above, we will not assume or undertake responsibility for the preparation of an official statement or any other disclosure document with respect to the Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document.
3. We will not provide any other services not specifically set forth above.

Although I will be the lawyer responsible for this matter, I may assign portions of the work to be done to other Firm lawyers. In an effort to effect greater efficiencies and to reduce total fees, I may also ask one or more of our paralegals to assist in this matter as well in the areas of (1) filing certain documents, such as the UCC filing statements, with certain state and local agencies and (2) compiling the executed documents for the transcript.

Municipal Advisor Matters

In connection with the Transaction, it is our understanding that the Municipal Advisor is an independent registered municipal advisor, and the Municipal Advisor will be the entity to whom the Town will primarily look for providing financial advice on the Transaction. We (a) are not a financial advisor or financial expert regarding the issuance of municipal securities or municipal financial products, and (b) are not subject to the fiduciary duty imposed on independent registered

Richard Sharpe
Town Council President
TOWN OF CEDAR LAKE, INDIANA
August 18, 2023
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municipal advisors by the United States Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

Fees

We agree that we will provide services on an hourly basis until such time as the structure and budget of the Transaction is being finalized in connection with the preparation of the preliminary offering document at which time we agree to provide a fixed fee based upon: (i) our understanding of the terms and structure of the Transaction and the assumptions set forth in this letter, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the remainder of the Transaction, (iv) the responsibilities we assume, and (v) the then current structure of the Transaction. In addition to our fixed fee, we anticipate incurring expenses in the transaction (i.e., in connection with the publication of the required notices of public hearing and notices for the Bond sale as required by law, and the preparation of the bond transcript), all of which will be charged to the Town. Also, our fixed fee quotation, will assume that there are no changes to current law that would affect the amount of services that would need to be provided to the Town. Our fee and expenses are usually paid shortly after the Closing out of the proceeds of the Bonds, and we customarily do not submit any statement until shortly after the Closing unless there is a substantial delay in completing the financing.

Waiver of Certain Potential Conflicts of Interest

Before our Firm agrees to represent you, we believe that it is appropriate to spell out the expectations or standards that will govern conflicts of interest that arise in the course of our relationship. As you are aware we have over 700 lawyers representing thousands of clients in various states, so it is foreseeable that our representation of our other clients may be or become directly adverse to your interests from time to time. For example, such conflicts may arise in (a) municipal finance transactions in which you propose to issue obligations, (b) local units of government and elected officials in various government issues, or (c) contracts for goods, services or public works, because, as you know, we regularly represent clients in these matters.

You should know that Rule 1.7 of the Rules of Professional Conduct governing lawyers generally prohibits a lawyer from representing one client in a matter directly adverse to another client unless the affected client provides informed consent confirmed in writing. Similarly, if one lawyer in a firm has a conflict under this rule, other lawyers in the same firm are likewise limited by Rule 1.10 from accepting the conflicting engagement in the absence of informed consent. In light of these rules, we request that you consent and acknowledge that our representation of the Town in this and other matters on which you engage us from time to time will not disqualify the firm from representing other clients in unrelated matters adverse to you. Specifically, we understand that you agree and consent that we may represent other clients in matters that are not substantially related to the matters on which we are advising you, even where our representation of such clients may be or become directly adverse to your interests. For example, such representations may include:

- advising our other clients regarding the existence, scope or validity of your rights in real, personal or intellectual property;
- advising our other clients regarding the interpretation and application of provisions of contracts or other legal documents to which you may be party or that may affect your legal rights or obligations;
- advising our other clients in connection with contractual or transactional negotiations and preparing contracts or other legal documents to which you will be a party or that may affect your rights or obligations, including, but not limited to, obligations or securities issued by the Town;
- advising our other clients regarding the existence or potential existence of legal claims that our other clients may have against the Town or that the Town may have against our other clients, and defenses to such claims; and
- advising and representing our other clients in the resolution of disputes with the Town that may arise in the future, including the defense of claims the Town may assert against our other clients, or the prosecution of claims our other clients may assert against the Town, including mediated proceedings, arbitrations or proceedings in any court.

You should bear in mind that this consent would also allow us to take on unrelated representations for other parties, including government entities, whom we are opposing, or to whom we are adverse, in matters, transactions or disputes that we are handling on your behalf. We do confirm, however, that the foregoing consent does not affect our obligation to protect confidential information you share with us in connection with our representation of the Town and not to use such information to the detriment of the Town. Accordingly, we may from time to time, in order to avoid any risk of misuse of your confidential information, implement procedures to screen lawyers handling matters for other clients that are directly adverse to your interests from confidential information you have shared with us.

Of course, loyalty and independent judgment are essential elements of the lawyer-client relationship. You should consider whether this arrangement might impair the vigor with which the Firm represents the Town; whether our representation of clients adversely to the Town is likely to place the Firm in a position to use your confidences or secrets against the Town; and whether the knowledge that we may represent other parties in matters directly adverse to the Town might affect your ability to communicate candidly with our lawyers who are representing the Town in such matters. We do not believe that our Firm's role in unrelated representations adverse to the Town will have any material adverse effect on our representation of the Town in matters on which you engage us. Indeed, were we to conclude that undertaking an unrelated adverse representation would materially impair our representation of you in ongoing matters, we would not undertake the

Richard Sharpe
Town Council President
TOWN OF CEDAR LAKE, INDIANA
August 18, 2023
Page 6

representation. These are, however, necessarily issues that you should evaluate for yourself and you may wish to consider these matters with independent counsel.

E-Verify Participation

In connection with this engagement, we agree that Barnes & Thornburg LLP is enrolled in and will verify the work eligibility status of all newly hired employees through the Federal E-Verify program (unless and until the E-Verify program no longer exists). This letter confirms that Barnes & Thornburg LLP has signed an affidavit stating that it does not knowingly employ an unauthorized alien, and we will provide a copy of that affidavit to you upon request.

Conclusion

If you (i) agree to our service as special economic development counsel and as special counsel and bond counsel in the Transaction upon the terms set forth herein, (ii) agree and consent that we may represent other clients in matters that are not substantially related to the matters on which we are advising the Town, even where our representation of such clients may be or become directly adverse to the interests of the Town, and (iii) acknowledge that the statements made in the heading "Municipal Advisor Matters" are accurate and true to your knowledge, please indicate your acknowledgement and agreement on behalf of the Town by executing the enclosed copy of this letter in the space provided below and return the executed copy to me.

You may terminate our engagement as special counsel and as bond counsel at any time simply by notifying us. We may terminate our engagement for nonpayment of our fees and other charges and where we are required or permitted to do so by the Rules of Professional Conduct after giving you reasonable notice and allowing time for you to engage successor counsel, if necessary.

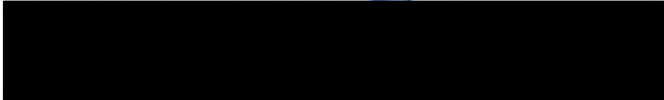
We ask you to acknowledge that, in reviewing and executing this letter, you have not relied on any advice provided by our Firm but instead have acted solely in reliance upon the advice of other legal counsel.

Richard Sharpe
Town Council President
TOWN OF CEDAR LAKE, INDIANA
August 18, 2023
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We are pleased to have this opportunity to be of service to you.

Sincerely,

BARNES & THORNBURG LLP



Philip J. Faccenda, Jr.

PJF/bej
Enclosure
cc: Chris Salatas, Town Manager

ACKNOWLEDGED, AGREED TO AND ACCEPTED:

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

By: _____

Printed: _____

Title: _____

DMS 27285651

BARNES & THORNBURG LLP

BARNES & THORNBURG LLP

TERMS OF ENGAGEMENT FOR LEGAL SERVICES

The following terms are an integral part of our agreement with you and, unless modified expressly in writing by mutual agreement, govern all of our engagements for you. We ask that you review these terms carefully and write us promptly if you have any questions. We suggest that you retain this document in your file together with our engagement letter(s).

Our Client

The person or entity that we represent is the person or entity identified as our client in our engagement letter and does not include any affiliates or relatives of such person or entity. This means that, unless we specifically agree otherwise, we do not have any lawyer-client relationship with:

- Your subsidiaries, parent company or other business entities in a commonly controlled group, without regard to any internal arrangements for the management of affairs between our client and any such affiliate, or any operational commonality among such entities such as consolidated administrative services, common in-house legal functions, or any overlapping officers, directorships or ownership;
- Your owners, shareholders, members, managers, partners, directors, officers, employees, representatives or agents;
- The beneficiaries of a trust administered by a trustee who is our client;
- Your spouse, partner, children or other family members.

Therefore, our representation of you will neither limit nor impair our ability to represent another client with interests adverse to any such affiliated entity, affiliated person or family member without obtaining your consent.

The Scope of Our Work

Our practice with new clients is to describe the scope of our initial engagement in the letter we send accepting employment. With existing and recurrent clients, we may or may not provide a description of new matters depending on the circumstances. In any engagement we limit our services to those you ask us to perform and those we deem reasonably necessary to accomplish the requested services. If you ask us to limit our work to only one or certain aspects of a transaction, matter or case, we will address only what you request, even if full legal representation on such matter would normally be more involved or extensive.

In some legal matters, clients may have insurance coverage that includes potential liability and legal costs and fees. Except to the extent you expressly request in writing that we advise or assist you concerning insurance coverage relating to your legal matters, you agree to take full responsibility yourself for determining whether coverage exists and to notify your carrier(s). Similarly, we will not analyze potential adverse tax impacts or provide tax advice in any matter unless you specifically ask us to do so in writing. Nor shall we have any obligation to inform or advise you regarding your data security or privacy practices unless you so request in writing.

The outcome of legal matters and proceedings cannot be predicted with certainty. If we offer an assessment of the likely outcome of a matter, that is merely our opinion based on our understanding of the facts and the law at the time. We cannot guarantee results.

Who Will Provide the Services

Each client matter handled by our Firm is assigned to a principal lawyer contact. The principal lawyer should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal lawyer at any time. Under the supervision of the principal lawyer, your work or parts of it may be performed by other lawyers and legal assistants in the Firm.

To help us serve our clients, we employ law clerks (often law students), paralegals, lobbyists, investigators, patent agents, foreign lawyers, research librarians, environmental analysts, translators, draftsmen, ediscovery/litigation support personnel and other technical (non-legal) specialists. Such personnel possess training, experience and skills that enable them to assist our lawyers in discharging their responsibilities, but they are not lawyers. Accordingly, you should not construe or rely upon any communications you receive from such personnel as legal advice.

How Fees Will Be Set

The basis on which our fees will be determined is described in the pertinent engagement letter. Usually the time and effort required are the primary factors on which our fees are based. We will record the time we devote to your work (typically in increments of 1/10th of an hour). This time may include conferences (both in person and over the telephone), negotiations, court appearances, factual and legal research and analysis, document preparation and revision, required travel and other related matters. Peer collaboration and

review is an important element of providing quality services, and so our time records will often include discussions between lawyers within our Firm concerning the matters in which we have been engaged. The hourly rates we charge for our lawyers and service providers are based on their relative experience, skills, reputation, the type of engagement, market factors and similar considerations. We review our hourly rates at least annually and may adjust them periodically. Our statements will reflect the applicable rates in effect at the date of the statement even if they exceed the applicable hourly rates in effect on the date the services were performed.

We are sometimes requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter on which our fees are hourly or otherwise variable. But fees and costs are often unpredictable. Accordingly, except in those engagements in which we specifically agree in writing to a flat or maximum fee, we make no commitment concerning the maximum fees and costs that will be necessary to resolve or complete the matter, even when we have provided an estimate. The ultimate cost is invariably more or less than the amount estimated. In addition, your obligation to pay the Firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

In instances in which we offer and you accept a flat fee, that flat fee covers only the services within the scope of work specified in the flat fee proposal. Any additional work will be billed at our standard hourly rates unless otherwise agreed in writing.

Other Charges

In addition to our fees we will likely bill you for various charges that we itemize separately. These may include charges or fees for:

- messengers and couriers
- photocopying, desktop publishing or printing
- data storage
- ediscovery data hosting services
- litigation support technology services
- computerized research
- certain clerical services
- filing fees (including electronic filings)
- court reporters
- witnesses
- outside experts and consultants, including for example accountants, appraisers and other legal counsel

- travel
- phone and Web conferencing

Certain of these other charges may represent more than our out-of-pocket cost to contribute toward covering indirect expenses we incur. We incur outside charges on your behalf as your agent. You agree to pay these charges when due. We may require that you pay significant expenses directly or in advance. In some instances when we make advance payment on your behalf as a convenience, we may be entitled to incentives, rebates or rewards from our banks or credit card companies for using their services. Such arrangements lower our overhead and administrative expense and are not passed along to clients.

In some engagements, it is necessary to engage legal counsel in a foreign country. When we engage counsel in a foreign country on your behalf, we are not guarantors or indemnitors for such foreign counsel's work, nor are we in a position to review the adequacy of their legal work or translation of documents. We engage foreign counsel to assist you specifically because we are not licensed or familiar with the applicable legal system and therefore are not in a position to provide those legal services or judge their adequacy.

Terms of Payment

We will bill you on a regular basis, typically monthly, for both fees and other charges. Our fees and charges are due when you receive our statement. Also, if you do not pay us within 30 days of our statement or as otherwise agreed, you agree that we may discontinue providing services immediately and withdraw from representing you after providing reasonable notice of our intention to do so. You also agree that until we are paid in full on all of your legal matters, and except to the extent otherwise prohibited or limited by law, we shall have a lien on all papers and files in our possession related to any of the matters in which we have represented you, and any property recovered or obtained as a result of our work on your behalf. To the extent not prohibited by applicable law or court rule and effective with new clients on or after January 1, 2019, you agree to pay us finance charges at the rate of six percent (6%) per annum on all fees and charges that you fail to pay within 30 days of our invoice(s) (or, if applicable, a later past due date agreed by us in writing). You agree to pay the costs of collecting your debt to us, including court costs, filing fees and reasonable attorneys' fees.

Advance Deposits and Amounts Received in Trust

New clients of our Firm will ordinarily be asked to make an advance deposit with the Firm. The Firm may also in its sole discretion at any time during our

representation require existing clients to make an advance deposit based, for example, on past payment history, creditworthiness, increases in the scope or intensity of our work, or other factors that may cause the Firm to conclude it is appropriate to do so.

If we require an advance deposit from you, we will charge or draw against the advance deposit for fees and other charges as our legal services are provided. We will issue regular statements to you describing the fees and other charges which have been deducted from the advance deposit and the amount which must be paid to replenish the advance deposit to the agreed level. If the advance deposit is insufficient to cover fees and other charges anticipated in the current and following month, or if the scope or intensity of our work is anticipated to increase, we may require that the balance be increased. At the conclusion of our legal representation, once we are fully paid, or at such time as the advance deposit is no longer necessary or is appropriately reduced, the remaining balance, if any, will be returned to you.

Any advance deposit we receive from you will be held in our trust account until it is charged for fees and other charges or your account or is returned to you. No interest is paid on amounts held by us in our trust account. In particular, court rules in jurisdictions in which we practice require that interest earned on pooled client trust accounts is payable to a charitable foundation established in accordance with the court's rule. While your advance deposit is held by us in our trust account, it remains your property. You authorize us to apply the deposit to any fees and charges that you owe us.

Other deposits that we receive to cover specific items, and any funds that we recover or receive on your behalf, will also be held by us in our general trust account (without interest) and disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. You grant us a security interest in any funds we receive and hold in trust for you (including any advance deposits) to secure payment of any outstanding fees or other charges you owe us. Any amount remaining after disbursement or application to your account will be returned to you.

Identifying Conflicts of Interest

We maintain an electronic database relating to our client engagements which we use in evaluating and avoiding conflicts of interest. The Rules of Professional Conduct governing lawyers generally prohibit a lawyer or law firm from representing one client in a matter directly adverse to another client unless the affected clients provide informed consent

confirmed in writing. To allow us to identify and address potential conflict issues, you represent to us that you have identified for us all persons and entities that are or may become involved in the matter in which we are being engaged, including all persons and entities affiliated with you who you believe have interests that could be affected by our engagement. You also agree that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in the matter.

Waiver of Certain Potential Conflicts of Interest

As you are aware, we are a large law firm with multiple practices in multiple offices throughout the country, and we represent many different clients in many different industries, including clients who are competitors of each other and sometimes adversaries in legal matters. In taking on this representation, we commit that we will not represent any other client in any matter adverse to you that is substantially related to a matter in which we represent you. In this context, "substantially related" is a term that has come to have a settled meaning in the case law and in Bar ethics opinions. What this commitment means is that we will not take on any matter adverse to you on behalf of another client in circumstances in which any of your confidential data or information, as normally would have been obtained by us in our representation of you, would be material to any new matter adverse to you that we might accept from another client.

In return for our agreement to represent you in this matter and future matters (if any), you consent and agree that we may be adverse to you on behalf of other clients in matters that are not substantially related to the matter we are now undertaking on your behalf or to any additional matter we may undertake on your behalf in the future. Such unrelated matters may include, but are not limited to:

- a. Agreements, business contracts, licenses, mergers and acquisitions, joint ventures, loans and financings, and securities offerings, including contract negotiations with you in which we represent another party, and preparation for other clients of contracts or other legal documents to which you will be a party or that may affect your rights or obligations;
- b. Advice regarding the existence, scope or validity of your rights in real, personal or intellectual property and/or concerning the interpretation and application of provisions of contracts or other legal documents to which you may be party or that may affect your legal rights or obligations;
- c. Advice and representation of our other clients regarding the existence or potential existence of

legal claims that our other clients may have against you or that you may have against them, in disputes with you of any nature, or in claims our other clients may assert against you or you against them including litigation in a court, agency or other tribunal, and in arbitration or mediation.

- d. Bankruptcies, reorganizations, receiverships or insolvencies (including proceedings under the US Bankruptcy Code or state insolvency proceedings); non-judicial debt restructurings, including representation of creditors, liquidators or other insolvency professionals in domestic or international matters in which you are a creditor, debtor or other party in interest;
- e. Patents, copyrights, trademarks, trade secrets or other intellectual property matters; including advice to other clients regarding the existence, scope or validity of your rights in intellectual property and assistance in securing or protecting other clients' intellectual property in ways that may limit or constrain your rights;
- f. Real estate, zoning and environmental matters in which your interests in real property may be involved or adversely affected, or in which you may face liability for environmental contamination;
- g. Representation and advocacy with respect to legislative issues, policy issues, or regulatory issues, including rulemakings, administrative proceedings and enforcement proceedings; and,
- h. Third-party discovery requests (including subpoenas) to be served on you, and discovery requests (including subpoenas) that have been served by you on others.

If at a later time you withdraw or modify this advance waiver in any respect, you agree and consent to our withdrawal from our representation of you pursuant to these General Terms of Representation and the applicable Rules of Professional Conduct.

In addition, if there are parties adverse to you in the matter we are undertaking on your behalf, it is possible that those adverse parties will have need for counsel in matters which do not have a substantial relationship to the matter in which we represent you. Even though we would, as a result, be receiving some fee income from your adversary, you consent to our representing such parties in matters that are not substantially related to any of our work for you. For our part, we commit to continued zealous representation of your interests in the matters in which we do represent you notwithstanding any fee income we may receive from your adversary. Of course, the

foregoing consent does not affect our obligation to protect confidential information you share with us in connection with our representation of you and not to use such information to your detriment.

Electronic Communications and Cloud Storage

You agree that both you and our Firm may use electronic devices and Internet services to communicate with each other and share documents notwithstanding some risk that such communications and documents may be intercepted or accessed by and disclosed to unauthorized parties. You agree that the benefits of using such technology outweigh the risks of unauthorized or inadvertent disclosure. Our use of such technology may include unencrypted email, mobile phones, voice over Internet, electronic data/document websites, video conferencing and other technology in which your documents and information are stored in the cloud and accessed via the Internet. We caution you that, to maintain the confidentiality and privilege of such information and communications, you should not use a computer, other electronic device, network or Internet address that is owned, controlled or on which your communications may be accessed by anyone other than you. This warning includes electronic venues provided by a hotel, a library, an Internet café, or even a shared home computer or employer-provided technology if you are engaging us as an individual rather than on behalf of your employer. Any device you use to communicate with us should be password protected and not accessible by any third party.

Privacy Notice

During the course of this engagement, the firm may collect and acquire possession of certain personal information relating to the matters in which we are representing you. You should only provide the minimum amount of personal information necessary for us to perform our legal services. Our collection and processing of personal information is governed by the firm's Privacy Notice, which you may view at btlaw.com/privacy-policy, as well as applicable privacy laws, regulations, and codes of professional conduct.

As you may know, we need your consent under the Canadian Anti-Spam Law, the General Data Protection Regulation and similar laws to the extent applicable, before we can send you certain electronic communications. These electronic communications include, among others, announcements, briefings on legal developments, and invitations to seminars and other events. In connection with your engaging us to render legal services, you consent to our sending you these electronic communications. You may withdraw your consent (or update your profile information) at any time by notifying us at privacy@btlaw.com. If you

withdraw your consent, we will stop sending you all electronic communications for which your consent is required.

Lawyers Holding Public Offices

Our lawyers may from time to time serve in elected or appointed positions with various governmental bodies. Such lawyers must discharge those duties without regard to their employment or association with the Firm, and more importantly, it would be a prohibited conflict of interest for them to give any special consideration, benefit, or access to you or any other client of the Firm. Accordingly, you confirm that your engagement of our Firm is not in consideration for or in contemplation of any expected benefit to be derived from the activities of any elected or appointed official.

Certain Client Responsibilities

You agree to cooperate fully with us, to provide promptly and candidly all information (including documents and electronic data) known or available to you that is relevant to our representation. If your engagement involves actual or potential claims or litigation, you have an obligation to preserve potentially relevant information, including electronic data. It is important for you to ensure automatic deletions or record retention policies are suspended as necessary to ensure this information is preserved. If you have questions, you should discuss these issues with us at the outset of our engagement involving any claim or litigation or as soon as a dispute or litigation related to any matter on which you have engaged us becomes reasonably foreseeable. You also agree to respond promptly to our requests for direction and other communications and to attend meetings and court proceedings at our request.

Use of Publicly Available Information

We will protect nonpublic, confidential information related to your representation in accordance with our professional obligations. To best serve all of our clients, however, it is helpful for us to be able to describe our experiences in the practice of law to assist others in choosing counsel and for other business reasons. Accordingly, we understand that you authorize us, unless you specifically instruct us to the contrary, to truthfully disclose or describe to others information related to our representation of you that is otherwise publicly available (e.g., in public filings, government publications, press releases, on the Internet and the like).

Termination and Withdrawal

You may terminate our representation of you at any time without cause simply by notifying us. Your termination of our services will not affect your

responsibility for payment of fees and other charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to the Rules of Professional Conduct that require or allow us to withdraw from representing a client in various circumstances. These may include any circumstances in which withdrawal can be accomplished without material adverse effect on the interests of the client. Among other circumstances that may give rise to withdrawal, subject to the Rules of Professional Conduct, we may withdraw from representing you if you do not fulfill your client responsibilities to us, including failure to pay our fees and charges, or if we determine that our relationship has become impaired, such as by your failure to follow our advice relating to a representation.

Unless previously terminated, our representation of you in any matter terminates upon our completion of the services you retained us to perform. Generally, this will be indicated by your receipt of our final statement for services rendered on that matter. In general, our representation shall be deemed completed if there is no billable work for a period of six months and there are no ongoing appeals proceedings or intellectual property maintenance obligations.

Except where applicable laws require otherwise, you agree that the following provisions will govern the way we handle materials and records related to our representation of you. We typically store the materials we retain in electronic form. We do not keep our copies of such materials and records indefinitely. We will discard or delete the materials we retain related to your representation when we believe it is reasonable to do so, without further notice to you. Accordingly, you are strongly encouraged to keep your own files related to our representation, especially important legal documents. So that you can do so, we will provide you with copies of materials we have retained whenever you request them during our representation. Even after your matter is completed, on request we will provide you with copies in electronic form of any materials we still have to which you are entitled. You agree to pay our charges for retrieving and copying materials for you, and any other fees and charges that remain outstanding in connection with our representation of you. We may require such payment before delivering such materials. You authorize us to follow these procedures without providing you further notices or seeking further instructions in the future.

Our representation of you in any matter is limited to that specific matter, and will not give rise to any ongoing attorney-client relationship. After our representation of you in any matter has ended, we may from time to time represent you in such subsequent matters as you may request. However,

we are under no obligation to represent you in any subsequent matters, and nothing herein should be construed to give rise to any attorney-client relationship after our representation has concluded or terminated. If we do undertake to represent you in any subsequent matter, the scope and duration of our representation will be limited to that specific subsequent matter and, unless we expressly establish new terms of engagement with you at that time, the terms of engagement stated in this document and our engagement letter will apply.

Lawyers sometimes become personally entangled in court proceedings in connection with their clients' matters. If our Firm or any of our lawyers or staff are named as a party, or are required to produce evidence or appear, in a legal proceeding or deposition as a result of our services performed for you (other than as a result of our misconduct or negligence), you agree, even after our representation has terminated, to pay us for our lawyers' and non-lawyers' time and other charges and expenses incurred in connection with our defense or participation in such proceeding, on the same basis that applies to our standard hourly fees and charges in effect at the time.

After our representation of you in any matter has ended, changes may occur in applicable laws or regulations that could have an impact upon your rights and liabilities. Unless you subsequently engage us to provide such advice on the same matter, our Firm has no continuing obligation to advise you with respect to future legal developments.

BARNES & THORNBURG LLP

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Philip J. Faccenda, Jr.


August 18, 2023

VIA EMAIL

Richard Sharpe
Town Council President
TOWN OF CEDAR LAKE, INDIANA
7408 Constitution Avenue
Cedar Lake, IN 46303

Re: Town of Cedar Lake Economic Development Revenue Bonds 2023B
(Schilling Development Project)

Dear Mr. Sharpe:

The purpose of this letter is to set forth the terms and conditions under which our Firm will serve as special economic development counsel and bond counsel to the Town of Cedar Lake (the "Town") in connection with the establishment of new allocation areas (collectively, "TIF Area Amendments"), within the Consolidated Cedar Lake Economic Development Area and the potential issuance of economic development revenue bonds (the "Bonds") in connection with the Schilling Development Project (the "Transaction").

I am enclosing our Standard Terms of Engagement for Legal Services dated October 2021, setting forth the standard terms upon which our Firm accepts client engagements. Our engagement by you in this matter will be governed by these standard terms to the extent not expressly modified by this letter.

Identity of Client

It is important from the outset of our relationship that we have a clear understanding as to the identity of our client. Our only client in this matter is the Town, and not any of its respective agencies, instrumentalities, boards, commissions, officials, officers, employees or other affiliates. You have agreed that our representation of the Town in this matter will not give rise to any attorney-client relationship between our Firm and any agency, instrumentality, board, commission, official, officer, employee or other affiliate of the Town. You have also agreed that, during the course of our representation of the Town in this matter, our Firm will not be given any confidential information regarding any agency, instrumentality, board, commission, official, officer, employee or other affiliate of the Town. Accordingly, our Firm's representation of the Town in this matter will not give rise to any conflict of interest in the event other clients of our Firm are adverse to any

Richard Sharpe
Town Council President
TOWN OF CEDAR LAKE, INDIANA
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agency, instrumentality, board, commission, official, officer, employee or other affiliate of the Town.

Services

Bond counsel is engaged to render an objective legal opinion with respect to the authorization and issuance of bonds. As bond counsel in the Transaction, we advocate the interests of the Town and not any other party to the transaction. It is our understanding that the Town will also be represented by the Town Attorney, David M Austgen, Esq. We also assume that the other parties to the Transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this Transaction.

As special economic development counsel and as bond counsel, we will provide the following services as and when requested by the Town:

1. Assist the Town with all of the tasks set forth in the first paragraph of this letter.
2. Meet with and assist the Town and the Town's municipal advisor (the "Municipal Advisor") in structuring the bond portion of the Transaction, and provide the Town with details of using certain structures and the legal requirements associated therewith.
3. Prepare the basic documentation for the TIF Area Amendment and the bond portion of the Transaction, including resolutions, lease agreements, trust indentures, mortgages, escrow agreements and bond certificates, together with petitions, affidavits, notices, resolutions and certifications related thereto.
4. Assist the Town in preparing for and attending required hearings at the local level.
5. Prepare or assist in preparing for and participate in any meetings with any rating agency, municipal bond insurer or other credit provider concerning the Transaction.
6. Attend any meetings as requested by the Town.
7. Coordinate the scheduling and supervise the closing of the Bonds, including preparation of required closing documents.
8. If a disclosure document will be used in connection with the sale of the Bonds, our responsibility will include the preparation or review of any description therein of: (i) the terms of the Bonds and the legal documents pursuant to which the Bonds are issued, (ii) the excludability of interest on the Bonds from gross income for federal income tax purposes, and the exemption of interest on the Bonds from taxation in the State of Indiana, and (iii) our opinion.

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TOWN OF CEDAR LAKE, INDIANA
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Subject to the completion of proceedings to our satisfaction with respect to the Bonds, we will render our opinion to the effect that: (i) the Bonds are the valid and binding obligation of the issuer of the Bonds, enforceable against such issuer in accordance with their terms, and (ii) the interest on the Bonds is exempt from taxation in the State of Indiana (all subject to certain limitations which will be expressed in the opinion).

The opinion for the Bonds will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us, without undertaking to verify the same by independent investigation.

Upon delivery of the opinion for the Bonds, our responsibilities as bond counsel will be concluded with respect to the Transaction.

As bond counsel, we will not provide the following services in connection with the Transaction:

1. We will not review the financial condition of the Town, the feasibility of the project to be financed or refinanced with the proceeds of the Bonds or the adequacy of the security provided to owners of the Bonds, and we will express no opinion relating thereto.
2. Except as specifically set forth above, we will not assume or undertake responsibility for the preparation of an official statement or any other disclosure document with respect to the Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document.
3. We will not provide any other services not specifically set forth above.

Although I will be the lawyer responsible for this matter, I may assign portions of the work to be done to other Firm lawyers. In an effort to effect greater efficiencies and to reduce total fees, I may also ask one or more of our paralegals to assist in this matter as well in the areas of (1) filing certain documents, such as the UCC filing statements, with certain state and local agencies and (2) compiling the executed documents for the transcript.

Municipal Advisor Matters

In connection with the Transaction, it is our understanding that the Municipal Advisor is an independent registered municipal advisor, and the Municipal Advisor will be the entity to whom the Town will primarily look for providing financial advice on the Transaction. We (a) are not a financial advisor or financial expert regarding the issuance of municipal securities or municipal financial products, and (b) are not subject to the fiduciary duty imposed on independent registered

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municipal advisors by the United States Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

Fees

We agree that we will provide services on an hourly basis until such time as the structure and budget of the Transaction is being finalized in connection with the preparation of the preliminary offering document at which time we agree to provide a fixed fee based upon: (i) our understanding of the terms and structure of the Transaction and the assumptions set forth in this letter, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the remainder of the Transaction, (iv) the responsibilities we assume, and (v) the then current structure of the Transaction. In addition to our fixed fee, we anticipate incurring expenses in the transaction (i.e., in connection with the publication of the required notices of public hearing and notices for the Bond sale as required by law, and the preparation of the bond transcript), all of which will be charged to the Town. Also, our fixed fee quotation, will assume that there are no changes to current law that would affect the amount of services that would need to be provided to the Town. Our fee and expenses are usually paid shortly after the Closing out of the proceeds of the Bonds, and we customarily do not submit any statement until shortly after the Closing unless there is a substantial delay in completing the financing.

Waiver of Certain Potential Conflicts of Interest

Before our Firm agrees to represent you, we believe that it is appropriate to spell out the expectations or standards that will govern conflicts of interest that arise in the course of our relationship. As you are aware we have over 700 lawyers representing thousands of clients in various states, so it is foreseeable that our representation of our other clients may be or become directly adverse to your interests from time to time. For example, such conflicts may arise in (a) municipal finance transactions in which you propose to issue obligations, (b) local units of government and elected officials in various government issues, or (c) contracts for goods, services or public works, because, as you know, we regularly represent clients in these matters.

You should know that Rule 1.7 of the Rules of Professional Conduct governing lawyers generally prohibits a lawyer from representing one client in a matter directly adverse to another client unless the affected client provides informed consent confirmed in writing. Similarly, if one lawyer in a firm has a conflict under this rule, other lawyers in the same firm are likewise limited by Rule 1.10 from accepting the conflicting engagement in the absence of informed consent. In light of these rules, we request that you consent and acknowledge that our representation of the Town in this and other matters on which you engage us from time to time will not disqualify the firm from representing other clients in unrelated matters adverse to you. Specifically, we understand that you agree and consent that we may represent other clients in matters that are not substantially related to the matters on which we are advising you, even where our representation of such clients may be or become directly adverse to your interests. For example, such representations may include:

- advising our other clients regarding the existence, scope or validity of your rights in real, personal or intellectual property;
- advising our other clients regarding the interpretation and application of provisions of contracts or other legal documents to which you may be party or that may affect your legal rights or obligations;
- advising our other clients in connection with contractual or transactional negotiations and preparing contracts or other legal documents to which you will be a party or that may affect your rights or obligations, including, but not limited to, obligations or securities issued by the Town;
- advising our other clients regarding the existence or potential existence of legal claims that our other clients may have against the Town or that the Town may have against our other clients, and defenses to such claims; and
- advising and representing our other clients in the resolution of disputes with the Town that may arise in the future, including the defense of claims the Town may assert against our other clients, or the prosecution of claims our other clients may assert against the Town, including mediated proceedings, arbitrations or proceedings in any court.

You should bear in mind that this consent would also allow us to take on unrelated representations for other parties, including government entities, whom we are opposing, or to whom we are adverse, in matters, transactions or disputes that we are handling on your behalf. We do confirm, however, that the foregoing consent does not affect our obligation to protect confidential information you share with us in connection with our representation of the Town and not to use such information to the detriment of the Town. Accordingly, we may from time to time, in order to avoid any risk of misuse of your confidential information, implement procedures to screen lawyers handling matters for other clients that are directly adverse to your interests from confidential information you have shared with us.

Of course, loyalty and independent judgment are essential elements of the lawyer-client relationship. You should consider whether this arrangement might impair the vigor with which the Firm represents the Town; whether our representation of clients adversely to the Town is likely to place the Firm in a position to use your confidences or secrets against the Town; and whether the knowledge that we may represent other parties in matters directly adverse to the Town might affect your ability to communicate candidly with our lawyers who are representing the Town in such matters. We do not believe that our Firm's role in unrelated representations adverse to the Town will have any material adverse effect on our representation of the Town in matters on which you engage us. Indeed, were we to conclude that undertaking an unrelated adverse representation would materially impair our representation of you in ongoing matters, we would not undertake the

Richard Sharpe
Town Council President
TOWN OF CEDAR LAKE, INDIANA
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representation. These are, however, necessarily issues that you should evaluate for yourself and you may wish to consider these matters with independent counsel.

E-Verify Participation

In connection with this engagement, we agree that Barnes & Thornburg LLP is enrolled in and will verify the work eligibility status of all newly hired employees through the Federal E-Verify program (unless and until the E-Verify program no longer exists). This letter confirms that Barnes & Thornburg LLP has signed an affidavit stating that it does not knowingly employ an unauthorized alien, and we will provide a copy of that affidavit to you upon request.

Conclusion

If you (i) agree to our service as special economic development counsel and as special counsel and bond counsel in the Transaction upon the terms set forth herein, (ii) agree and consent that we may represent other clients in matters that are not substantially related to the matters on which we are advising the Town, even where our representation of such clients may be or become directly adverse to the interests of the Town, and (iii) acknowledge that the statements made in the heading "Municipal Advisor Matters" are accurate and true to your knowledge, please indicate your acknowledgement and agreement on behalf of the Town by executing the enclosed copy of this letter in the space provided below and return the executed copy to me.

You may terminate our engagement as special counsel and as bond counsel at any time simply by notifying us. We may terminate our engagement for nonpayment of our fees and other charges and where we are required or permitted to do so by the Rules of Professional Conduct after giving you reasonable notice and allowing time for you to engage successor counsel, if necessary.

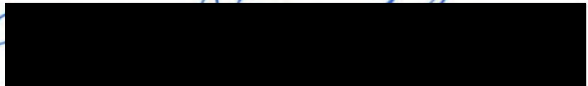
We ask you to acknowledge that, in reviewing and executing this letter, you have not relied on any advice provided by our Firm but instead have acted solely in reliance upon the advice of other legal counsel.

Richard Sharpe
Town Council President
TOWN OF CEDAR LAKE, INDIANA
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We are pleased to have this opportunity to be of service to you.

Sincerely,

BARNES & THORNBURG LLP


Philip J. Faccenda, Jr.

PJF/bej
Enclosure
cc: Chris Salatas, Town Manager

ACKNOWLEDGED, AGREED TO AND ACCEPTED:

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

By: _____

Printed: _____

Title: _____

DMS 27296734

BARNES & THORNBURG LLP

BARNES & THORNBURG LLP

TERMS OF ENGAGEMENT FOR LEGAL SERVICES

The following terms are an integral part of our agreement with you and, unless modified expressly in writing by mutual agreement, govern all of our engagements for you. We ask that you review these terms carefully and write us promptly if you have any questions. We suggest that you retain this document in your file together with our engagement letter(s).

Our Client

The person or entity that we represent is the person or entity identified as our client in our engagement letter and does not include any affiliates or relatives of such person or entity. This means that, unless we specifically agree otherwise, we do not have any lawyer-client relationship with:

- Your subsidiaries, parent company or other business entities in a commonly controlled group, without regard to any internal arrangements for the management of affairs between our client and any such affiliate, or any operational commonality among such entities such as consolidated administrative services, common in-house legal functions, or any overlapping officers, directorships or ownership;
- Your owners, shareholders, members, managers, partners, directors, officers, employees, representatives or agents;
- The beneficiaries of a trust administered by a trustee who is our client;
- Your spouse, partner, children or other family members.

Therefore, our representation of you will neither limit nor impair our ability to represent another client with interests adverse to any such affiliated entity, affiliated person or family member without obtaining your consent.

The Scope of Our Work

Our practice with new clients is to describe the scope of our initial engagement in the letter we send accepting employment. With existing and recurrent clients, we may or may not provide a description of new matters depending on the circumstances. In any engagement we limit our services to those you ask us to perform and those we deem reasonably necessary to accomplish the requested services. If you ask us to limit our work to only one or certain aspects of a transaction, matter or case, we will address only what you request, even if full legal representation on such matter would normally be more involved or extensive.

In some legal matters, clients may have insurance coverage that includes potential liability and legal costs and fees. Except to the extent you expressly request in writing that we advise or assist you concerning insurance coverage relating to your legal matters, you agree to take full responsibility yourself for determining whether coverage exists and to notify your carrier(s). Similarly, we will not analyze potential adverse tax impacts or provide tax advice in any matter unless you specifically ask us to do so in writing. Nor shall we have any obligation to inform or advise you regarding your data security or privacy practices unless you so request in writing.

The outcome of legal matters and proceedings cannot be predicted with certainty. If we offer an assessment of the likely outcome of a matter, that is merely our opinion based on our understanding of the facts and the law at the time. We cannot guarantee results.

Who Will Provide the Services

Each client matter handled by our Firm is assigned to a principal lawyer contact. The principal lawyer should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal lawyer at any time. Under the supervision of the principal lawyer, your work or parts of it may be performed by other lawyers and legal assistants in the Firm.

To help us serve our clients, we employ law clerks (often law students), paralegals, lobbyists, investigators, patent agents, foreign lawyers, research librarians, environmental analysts, translators, draftsmen, ediscovery/litigation support personnel and other technical (non-legal) specialists. Such personnel possess training, experience and skills that enable them to assist our lawyers in discharging their responsibilities, but they are not lawyers. Accordingly, you should not construe or rely upon any communications you receive from such personnel as legal advice.

How Fees Will Be Set

The basis on which our fees will be determined is described in the pertinent engagement letter. Usually the time and effort required are the primary factors on which our fees are based. We will record the time we devote to your work (typically in increments of 1/10th of an hour). This time may include conferences (both in person and over the telephone), negotiations, court appearances, factual and legal research and analysis, document preparation and revision, required travel and other related matters. Peer collaboration and

review is an important element of providing quality services, and so our time records will often include discussions between lawyers within our Firm concerning the matters in which we have been engaged. The hourly rates we charge for our lawyers and service providers are based on their relative experience, skills, reputation, the type of engagement, market factors and similar considerations. We review our hourly rates at least annually and may adjust them periodically. Our statements will reflect the applicable rates in effect at the date of the statement even if they exceed the applicable hourly rates in effect on the date the services were performed.

We are sometimes requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter on which our fees are hourly or otherwise variable. But fees and costs are often unpredictable. Accordingly, except in those engagements in which we specifically agree in writing to a flat or maximum fee, we make no commitment concerning the maximum fees and costs that will be necessary to resolve or complete the matter, even when we have provided an estimate. The ultimate cost is invariably more or less than the amount estimated. In addition, your obligation to pay the Firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

In instances in which we offer and you accept a flat fee, that flat fee covers only the services within the scope of work specified in the flat fee proposal. Any additional work will be billed at our standard hourly rates unless otherwise agreed in writing.

Other Charges

In addition to our fees we will likely bill you for various charges that we itemize separately. These may include charges or fees for:

- messengers and couriers
- photocopying, desktop publishing or printing
- data storage
- ediscovery data hosting services
- litigation support technology services
- computerized research
- certain clerical services
- filing fees (including electronic filings)
- court reporters
- witnesses
- outside experts and consultants, including for example accountants, appraisers and other legal counsel

- travel
- phone and Web conferencing

Certain of these other charges may represent more than our out-of-pocket cost to contribute toward covering indirect expenses we incur. We incur outside charges on your behalf as your agent. You agree to pay these charges when due. We may require that you pay significant expenses directly or in advance. In some instances when we make advance payment on your behalf as a convenience, we may be entitled to incentives, rebates or rewards from our banks or credit card companies for using their services. Such arrangements lower our overhead and administrative expense and are not passed along to clients.

In some engagements, it is necessary to engage legal counsel in a foreign country. When we engage counsel in a foreign country on your behalf, we are not guarantors or indemnitors for such foreign counsel's work, nor are we in a position to review the adequacy of their legal work or translation of documents. We engage foreign counsel to assist you specifically because we are not licensed or familiar with the applicable legal system and therefore are not in a position to provide those legal services or judge their adequacy.

Terms of Payment

We will bill you on a regular basis, typically monthly, for both fees and other charges. Our fees and charges are due when you receive our statement. Also, if you do not pay us within 30 days of our statement or as otherwise agreed, you agree that we may discontinue providing services immediately and withdraw from representing you after providing reasonable notice of our intention to do so. You also agree that until we are paid in full on all of your legal matters, and except to the extent otherwise prohibited or limited by law, we shall have a lien on all papers and files in our possession related to any of the matters in which we have represented you, and any property recovered or obtained as a result of our work on your behalf. To the extent not prohibited by applicable law or court rule and effective with new clients on or after January 1, 2019, you agree to pay us finance charges at the rate of six percent (6%) per annum on all fees and charges that you fail to pay within 30 days of our invoice(s) (or, if applicable, a later past due date agreed by us in writing). You agree to pay the costs of collecting your debt to us, including court costs, filing fees and reasonable attorneys' fees.

Advance Deposits and Amounts Received in Trust

New clients of our Firm will ordinarily be asked to make an advance deposit with the Firm. The Firm may also in its sole discretion at any time during our

representation require existing clients to make an advance deposit based, for example, on past payment history, creditworthiness, increases in the scope or intensity of our work, or other factors that may cause the Firm to conclude it is appropriate to do so.

If we require an advance deposit from you, we will charge or draw against the advance deposit for fees and other charges as our legal services are provided. We will issue regular statements to you describing the fees and other charges which have been deducted from the advance deposit and the amount which must be paid to replenish the advance deposit to the agreed level. If the advance deposit is insufficient to cover fees and other charges anticipated in the current and following month, or if the scope or intensity of our work is anticipated to increase, we may require that the balance be increased. At the conclusion of our legal representation, once we are fully paid, or at such time as the advance deposit is no longer necessary or is appropriately reduced, the remaining balance, if any, will be returned to you.

Any advance deposit we receive from you will be held in our trust account until it is charged for fees and other charges or your account or is returned to you. No interest is paid on amounts held by us in our trust account. In particular, court rules in jurisdictions in which we practice require that interest earned on pooled client trust accounts is payable to a charitable foundation established in accordance with the court's rule. While your advance deposit is held by us in our trust account, it remains your property. You authorize us to apply the deposit to any fees and charges that you owe us.

Other deposits that we receive to cover specific items, and any funds that we recover or receive on your behalf, will also be held by us in our general trust account (without interest) and disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. You grant us a security interest in any funds we receive and hold in trust for you (including any advance deposits) to secure payment of any outstanding fees or other charges you owe us. Any amount remaining after disbursement or application to your account will be returned to you.

Identifying Conflicts of Interest

We maintain an electronic database relating to our client engagements which we use in evaluating and avoiding conflicts of interest. The Rules of Professional Conduct governing lawyers generally prohibit a lawyer or law firm from representing one client in a matter directly adverse to another client unless the affected clients provide informed consent

confirmed in writing. To allow us to identify and address potential conflict issues, you represent to us that you have identified for us all persons and entities that are or may become involved in the matter in which we are being engaged, including all persons and entities affiliated with you who you believe have interests that could be affected by our engagement. You also agree that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in the matter.

Waiver of Certain Potential Conflicts of Interest

As you are aware, we are a large law firm with multiple practices in multiple offices throughout the country, and we represent many different clients in many different industries, including clients who are competitors of each other and sometimes adversaries in legal matters. In taking on this representation, we commit that we will not represent any other client in any matter adverse to you that is substantially related to a matter in which we represent you. In this context, "substantially related" is a term that has come to have a settled meaning in the case law and in Bar ethics opinions. What this commitment means is that we will not take on any matter adverse to you on behalf of another client in circumstances in which any of your confidential data or information, as normally would have been obtained by us in our representation of you, would be material to any new matter adverse to you that we might accept from another client.

In return for our agreement to represent you in this matter and future matters (if any), you consent and agree that we may be adverse to you on behalf of other clients in matters that are not substantially related to the matter we are now undertaking on your behalf or to any additional matter we may undertake on your behalf in the future. Such unrelated matters may include, but are not limited to:

- a. Agreements, business contracts, licenses, mergers and acquisitions, joint ventures, loans and financings, and securities offerings, including contract negotiations with you in which we represent another party, and preparation for other clients of contracts or other legal documents to which you will be a party or that may affect your rights or obligations;
- b. Advice regarding the existence, scope or validity of your rights in real, personal or intellectual property and/or concerning the interpretation and application of provisions of contracts or other legal documents to which you may be party or that may affect your legal rights or obligations;
- c. Advice and representation of our other clients regarding the existence or potential existence of

legal claims that our other clients may have against you or that you may have against them, in disputes with you of any nature, or in claims our other clients may assert against you or you against them including litigation in a court, agency or other tribunal, and in arbitration or mediation.

- d. Bankruptcies, reorganizations, receiverships or insolvencies (including proceedings under the US Bankruptcy Code or state insolvency proceedings); non-judicial debt restructurings, including representation of creditors, liquidators or other insolvency professionals in domestic or international matters in which you are a creditor, debtor or other party in interest;
- e. Patents, copyrights, trademarks, trade secrets or other intellectual property matters; including advice to other clients regarding the existence, scope or validity of your rights in intellectual property and assistance in securing or protecting other clients' intellectual property in ways that may limit or constrain your rights;
- f. Real estate, zoning and environmental matters in which your interests in real property may be involved or adversely affected, or in which you may face liability for environmental contamination;
- g. Representation and advocacy with respect to legislative issues, policy issues, or regulatory issues, including rulemakings, administrative proceedings and enforcement proceedings; and,
- h. Third-party discovery requests (including subpoenas) to be served on you, and discovery requests (including subpoenas) that have been served by you on others.

If at a later time you withdraw or modify this advance waiver in any respect, you agree and consent to our withdrawal from our representation of you pursuant to these General Terms of Representation and the applicable Rules of Professional Conduct.

In addition, if there are parties adverse to you in the matter we are undertaking on your behalf, it is possible that those adverse parties will have need for counsel in matters which do not have a substantial relationship to the matter in which we represent you. Even though we would, as a result, be receiving some fee income from your adversary, you consent to our representing such parties in matters that are not substantially related to any of our work for you. For our part, we commit to continued zealous representation of your interests in the matters in which we do represent you notwithstanding any fee income we may receive from your adversary. Of course, the

foregoing consent does not affect our obligation to protect confidential information you share with us in connection with our representation of you and not to use such information to your detriment.

Electronic Communications and Cloud Storage

You agree that both you and our Firm may use electronic devices and Internet services to communicate with each other and share documents notwithstanding some risk that such communications and documents may be intercepted or accessed by and disclosed to unauthorized parties. You agree that the benefits of using such technology outweigh the risks of unauthorized or inadvertent disclosure. Our use of such technology may include unencrypted email, mobile phones, voice over Internet, electronic data/document websites, video conferencing and other technology in which your documents and information are stored in the cloud and accessed via the Internet. We caution you that, to maintain the confidentiality and privilege of such information and communications, you should not use a computer, other electronic device, network or Internet address that is owned, controlled or on which your communications may be accessed by anyone other than you. This warning includes electronic venues provided by a hotel, a library, an Internet café, or even a shared home computer or employer-provided technology if you are engaging us as an individual rather than on behalf of your employer. Any device you use to communicate with us should be password protected and not accessible by any third party.

Privacy Notice

During the course of this engagement, the firm may collect and acquire possession of certain personal information relating to the matters in which we are representing you. You should only provide the minimum amount of personal information necessary for us to perform our legal services. Our collection and processing of personal information is governed by the firm's Privacy Notice, which you may view at btlaw.com/privacy-policy, as well as applicable privacy laws, regulations, and codes of professional conduct.

As you may know, we need your consent under the Canadian Anti-Spam Law, the General Data Protection Regulation and similar laws to the extent applicable, before we can send you certain electronic communications. These electronic communications include, among others, announcements, briefings on legal developments, and invitations to seminars and other events. In connection with your engaging us to render legal services, you consent to our sending you these electronic communications. You may withdraw your consent (or update your profile information) at any time by notifying us at privacy@btlaw.com. If you

withdraw your consent, we will stop sending you all electronic communications for which your consent is required.

Lawyers Holding Public Offices

Our lawyers may from time to time serve in elected or appointed positions with various governmental bodies. Such lawyers must discharge those duties without regard to their employment or association with the Firm, and more importantly, it would be a prohibited conflict of interest for them to give any special consideration, benefit, or access to you or any other client of the Firm. Accordingly, you confirm that your engagement of our Firm is not in consideration for or in contemplation of any expected benefit to be derived from the activities of any elected or appointed official.

Certain Client Responsibilities

You agree to cooperate fully with us, to provide promptly and candidly all information (including documents and electronic data) known or available to you that is relevant to our representation. If your engagement involves actual or potential claims or litigation, you have an obligation to preserve potentially relevant information, including electronic data. It is important for you to ensure automatic deletions or record retention policies are suspended as necessary to ensure this information is preserved. If you have questions, you should discuss these issues with us at the outset of our engagement involving any claim or litigation or as soon as a dispute or litigation related to any matter on which you have engaged us becomes reasonably foreseeable. You also agree to respond promptly to our requests for direction and other communications and to attend meetings and court proceedings at our request.

Use of Publicly Available Information

We will protect nonpublic, confidential information related to your representation in accordance with our professional obligations. To best serve all of our clients, however, it is helpful for us to be able to describe our experiences in the practice of law to assist others in choosing counsel and for other business reasons. Accordingly, we understand that you authorize us, unless you specifically instruct us to the contrary, to truthfully disclose or describe to others information related to our representation of you that is otherwise publicly available (e.g., in public filings, government publications, press releases, on the Internet and the like).

Termination and Withdrawal

You may terminate our representation of you at any time without cause simply by notifying us. Your termination of our services will not affect your

responsibility for payment of fees and other charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to the Rules of Professional Conduct that require or allow us to withdraw from representing a client in various circumstances. These may include any circumstances in which withdrawal can be accomplished without material adverse effect on the interests of the client. Among other circumstances that may give rise to withdrawal, subject to the Rules of Professional Conduct, we may withdraw from representing you if you do not fulfill your client responsibilities to us, including failure to pay our fees and charges, or if we determine that our relationship has become impaired, such as by your failure to follow our advice relating to a representation.

Unless previously terminated, our representation of you in any matter terminates upon our completion of the services you retained us to perform. Generally, this will be indicated by your receipt of our final statement for services rendered on that matter. In general, our representation shall be deemed completed if there is no billable work for a period of six months and there are no ongoing appeals proceedings or intellectual property maintenance obligations.

Except where applicable laws require otherwise, you agree that the following provisions will govern the way we handle materials and records related to our representation of you. We typically store the materials we retain in electronic form. We do not keep our copies of such materials and records indefinitely. We will discard or delete the materials we retain related to your representation when we believe it is reasonable to do so, without further notice to you. Accordingly, you are strongly encouraged to keep your own files related to our representation, especially important legal documents. So that you can do so, we will provide you with copies of materials we have retained whenever you request them during our representation. Even after your matter is completed, on request we will provide you with copies in electronic form of any materials we still have to which you are entitled. You agree to pay our charges for retrieving and copying materials for you, and any other fees and charges that remain outstanding in connection with our representation of you. We may require such payment before delivering such materials. You authorize us to follow these procedures without providing you further notices or seeking further instructions in the future.

Our representation of you in any matter is limited to that specific matter, and will not give rise to any ongoing attorney-client relationship. After our representation of you in any matter has ended, we may from time to time represent you in such subsequent matters as you may request. However,

we are under no obligation to represent you in any subsequent matters, and nothing herein should be construed to give rise to any attorney-client relationship after our representation has concluded or terminated. If we do undertake to represent you in any subsequent matter, the scope and duration of our representation will be limited to that specific subsequent matter and, unless we expressly establish new terms of engagement with you at that time, the terms of engagement stated in this document and our engagement letter will apply.

Lawyers sometimes become personally entangled in court proceedings in connection with their clients' matters. If our Firm or any of our lawyers or staff are named as a party, or are required to produce evidence or appear, in a legal proceeding or deposition as a result of our services performed for you (other than as a result of our misconduct or negligence), you agree, even after our representation has terminated, to pay us for our lawyers' and non-lawyers' time and other charges and expenses incurred in connection with our defense or participation in such proceeding, on the same basis that applies to our standard hourly fees and charges in effect at the time.

After our representation of you in any matter has ended, changes may occur in applicable laws or regulations that could have an impact upon your rights and liabilities. Unless you subsequently engage us to provide such advice on the same matter, our Firm has no continuing obligation to advise you with respect to future legal developments.

LAKE COUNTY COUNCIL

LAKE COUNTY GOVERNMENT CENTER
2293 NORTH MAIN STREET
CROWN POINT, INDIANA 46307
219-755-3280
FAX: 219-755-3283



LAKE COUNTY GOVERNMENT CENTER
CROWN POINT, INDIANA



1ST DISTRICT
DAVID HAMM

August 22, 2023



2ND DISTRICT
CLORIUS L. LAY

Mr. Chris Salatas
P.O. Box 707
Cedar Lake IN 46303



3RD DISTRICT
CHARLIE BROWN

Dear Mr. Salatas:



The Lake County Council, at our August 8, 2023 meeting, appointed Mr. David DeJong to the Cedar Lake Economic Development Commission for a (4) four-year term.

4TH DISTRICT
PETE LINDEMULDER

If you have any questions regarding this appointment, please feel free to contact our office at (219) 755-3280.



Respectfully,

5TH DISTRICT
CHRISTINE CID



Charlie Brown
President
Lake County Council

6TH DISTRICT
TED F. BILSKI

CB:cc
cc: Mr. David DeJong



7TH DISTRICT
RANDALL NIEMEYER



JOINT INTERLOCAL AND MUTUAL AID AGREEMENT FOR THE SOUTH LAKE COUNTY CRASH RECONSTRUCTION TEAM (S.L.C.C.R.T.)

This Joint Interlocal Agreement (hereinafter, the “Agreement”) is made and entered as of the date of the final Municipal entity acceptance below, by and between the Town of Schererville, Lake County, Indiana, a Municipal Corporation; the Town of St John, Lake County, Indiana, a Municipal Corporation; the Town of Dyer, Lake County, Indiana, a Municipal Corporation; Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation; Town of Lowell, Lake County, Indiana, a Municipal Corporation; and the City of Crown Point, Lake County, Indiana, a Municipal Corporation-(hereinafter, collectively the “Participating Units”).

RECITALS

WHEREAS, the Participating Units are all political subdivisions and governmental units of the State of Indiana, as municipal corporate entities, duly organized and validly existing under the laws of the State of Indiana, as required by I.C. § 36-1-7-2, et seq.; and

WHEREAS, the provisions of I.C. § 36-1-7, et seq., allow governmental entities to make the most efficient use of their powers by enabling them to enter into interlocal agreements to jointly perform powers the separate government entities could individually exercise; and

WHEREAS, the Participating Units have been informed and advised of the requirements of applicable Indiana law, namely, I.C. § 36-1-7 et seq., in order to enter into a legally binding joint interlocal agreement; and

WHEREAS, the Participating Units, and each of them, seek to enter into a joint interlocal agreement in order to organize, fund and operate the South Lake County Crash Reconstruction Team (S.L.C.C.R.T) for the purpose of providing specialized law enforcement personnel and tactics for the benefit of the Participating Units, and the respective citizens thereof, in the event a motor vehicle crash occurs that requires the utilization of specialized law enforcement training and equipment; and

WHEREAS, the Participating Units have been further informed and advised that it is in the best interests for the safety and welfare of each respective Participating Unit and its citizens to enter a joint interlocal agreement in order to ensure that citizens of the Participating Units are provided with the proper police rapid response and thorough professional crash investigation; and

WHEREAS, the Participating Units each seek to participate to enhance and fulfill their Mutual Aid responsibilities and to support and maintain the S.L.C.C.R.T. to address and respond to member agencies with the investigation of fatal or severe injury motor vehicle crashes, will identify, collect, document, and report the crash scene data; and

WHEREAS, incidents of fatal or severe bodily injury can and do occur unpredictably and these motor vehicle crashes often require the utilization of a specially trained and equipped unit in order to effectively resolve the situation. These incidents create a demand upon the Participating Units for resources which are better and more economically served by combining the resources of the Participating Units to form the S.L.C.C.R.T. in order to resolve this added demand, as well as to resolve such situations by utilizing the combined efforts of each participating unit, resources and each Officers experience for this investigation; and

ACTIVATION GUIDELINES FOR SOUTH LAKE COUNTY CRASH RECONSTRUCTION TEAM:

1. Did a fatality occur?
2. Did at least one victim suffer great bodily harm?
3. Is there a presence of an unusual circumstance that supports the need for a crash investigation reconstruction specialist (i.e., Department liability, significant property damage)? Further details would be needed to determine the unusual nature of the crash.

DURATION

The duration of this Agreement shall be perpetual. However, any Participating Unit shall have the right and ability to opt out by providing the S.L.C.C.R.T. Board of Directors written notice of that Participating Unit's intent to opt out no later than September 1 of a given year. Any opt out by a Participating Unit shall take effect on January 1 of that year, provided that timely notice of the opt out was transmitted as herein provided. In the event a Participating Unit does not provide timely notice of its intent to opt out, the S.L.C.C.R.T. Board of Directors, in its sole discretion, may still accept said opt out and release the Participating Unit from its obligations effective October 1 of that calendar year. Further, the S.L.C.C.R.T. Board of Directors shall have the discretion to consider any opt out request not in accordance with this Paragraph.

TERMINATION

In the event that the S.L.C.C.R.T. is terminated, disbanded, dissolved or otherwise ceases to exist, any and all property of the S.L.C.C.R.T. shall be divided and distributed, in equal shares, to each Participating Unit then participating in the S.L.C.C.R.T. Any assets not easily divided shall be sold in accordance with applicable law and the proceeds divided among the Participating Units. It is expressly understood that if any Participating Unit terminates or withdraws its participation from this Agreement, that Participating Unit shall not be reimbursed for the monies or materials that have been purchased, in part, with funds provided from the Participating Unit now terminating its involvement in this Agreement. Such funds and materials that have been purchased with said funds shall remain the property of the S.L.C.C.R.T. established herein in the interest of stability and continuing ability of the S.L.C.C.R.T. to continue operations. The express terms of this Agreement may not be amended except by a written amendment executed and approved by each of the Participating Units and in conformance with applicable Indiana Law. This Section shall not prevent the Board from amending existing or adopting additional operational policies and procedures that are found to better effectuate the purpose of this Agreement as provided herein.

S.L.C.C.R.T. BOARD OF DIRECTORS

The S.L.C.C.R.T. Board of Directors (the "Board") shall consist of one (1) member representative from each Participating Unit as assigned by that Participating Unit. The Board shall elect individuals to serve as Chairman, Vice-Chairman and Secretary, consistent with the By-Laws of the S.L.C.C.R.T.. The Clerk Treasurer of the Town to be determined within Lake County, Indiana, shall initially serve as the Fiscal Officer of the Board, and shall be a non-voting Member. Thereafter, upon resignation of said initial Fiscal Officer, the Participating Units shall elect a Clerk-Treasurer from the Participating Units to so serve as Fiscal Officer, with transition to be in conformance with applicable law and the rules, regulations and requirements of the Indiana State Board of Accounts, as each are amended from time to time. The Board shall convene, and using its discretion, either appoint, elect or hire an individual to serve as the S.L.C.C.R.T. Commander. The S.L.C.C.R.T. Commander shall be a non-voting Member of the Board, and shall be present at meetings of the Board to provide the Board with recommendations regarding staffing, equipment, training or any other matter. The Board may also elect, appoint or hire an Assistant

S.L.C.C.R.T. Commander if it deems it necessary. The Board shall establish policies and procedures for conducting the hiring of the S.L.C.C.R.T. Commander/Assistant Commander and shall compile minimum qualifications used to evaluate applicants. The Board may create and establish any other boards or committees as it determines appropriate. A majority of the Members of the Board shall constitute a quorum for voting purposes. Each Member of the Board shall have one (1) vote, and for a vote to register, the Board Member must be present during the vote. However, if the Board convenes for an emergency meeting to discuss and/or vote on an otherwise unforeseen situation, a majority of the Board can vote to waive the requirement that Members be present to vote, and a vote can be taken telephonically. The Board shall create and develop a S.L.C.C.R.T. Policy and Procedures Manual for distribution to all S.L.C.C.R.T. personnel. This Manual shall minimally contain information regarding the replacement of S.L.C.C.R.T. personnel due to attrition, storage of S.L.C.C.R.T. property, a code of conduct for S.L.C.C.R.T. personnel, additional activation procedures and guidelines, S.L.C.C.R.T. training specifications and any other necessary and relevant written Board policies and procedures.

The Board's responsibilities shall include, but is not limited to:

1. Determination of all policies and procedures of the S.L.C.C.R.T.;
2. Establishment of financial controls and decisions;
3. Making decisions and determinations on any problems or issues;
4. Making final determinations regarding activation procedures of the S.L.C.C.R.T.;
5. Review of S.L.C.C.R.T. activities and manpower upon activation, if necessary, however the Board shall not possess any authority to direct the S.L.C.C.R.T. Commander, Assistant Commander, or staff on the propriety of field operators or strategy;
6. Convene not less frequently than quarterly per year to review and discuss S.L.C.C.R.T. activities, manpower, operations and any other relevant matters;
7. Hire, appoint or elect the S.L.C.C.R.T. Commander and Assistant Commander, if the Board deems an Assistant Commander necessary;
8. Determine and schedule training sessions for S.L.C.C.R.T. personnel;
9. Oversee operations of the S.L.C.C.R.T.;
10. Any other matters which the Board, in its discretion, deems necessary for the governing of the S.L.C.C.R.T..

Additional meeting requirements, duties of the elected Officers, compensation and other relevant information can be found in the S.L.C.C.R.T. By-Laws or shall be included in the S.L.C.C.R.T. Policies and Procedures Manual adopted by the Board hereafter.

FINANCING

Each Participating Unit shall be responsible for payment of an annual membership fee in the amount of Five Hundred Dollars (\$500.00), for the first year of participation. Thereafter, an annual fee shall be paid in an amount agreed upon by the Board with the Participating Units. This annual fee shall be used for equipment, supplies and salaries necessary for the operation of the S.L.C.C.R.T. The Board shall have the discretion to either increase or decrease this participatory membership fee based upon the needs of the S.L.C.C.R.T. and in accordance with applicable laws, policies and procedures. Each Participating Unit shall be responsible for the cost and training of its designated S.L.C.C.R.T. personnel in order to meet the requirements as established by the Board. When a Participating Unit requests and receives the services of the S.L.C.C.R.T., that Participating Unit alone shall pay the costs of any activities occurring within the jurisdiction of that Participating Unit, excluding the salaries, wages, benefits, overtime and ordinary travel expenses of the S.L.C.C.R.T. personnel.

STAFFING AND S.L.C.C.R.T. PERSONNEL

Each Participating Unit shall designate at least one (1) Police Officer (hereinafter, a “Participating Officer”) who will be assigned to the S.L.C.C.R.T. All S.L.C.C.R.T. Members shall report to the S.L.C.C.R.T. Commander or his/her designee during training, when activated, or when on any S.L.C.C.R.T. assignment. Any and all operational decisions, strategies and circumstances shall be determined by the S.L.C.C.R.T. Commander with the advice of the Chief of Police or a member of the requesting Departments Administration. Each Participating Unit shall furnish its Participating Officer with a vehicle suitable to transport that Participating Officer to an area where the S.L.C.C.R.T. has been activated. Each Participating Unit shall be solely responsible for the costs of maintaining and insuring said vehicle. Except as otherwise provided herein, all S.L.C.C.R.T. personnel are deemed to be as continuing employment for their respective Participating Unit when activated as members of the functionally consolidated S.L.C.C.R.T. Each Participating Unit shall be solely and exclusively responsible for the compensation, benefits, equipping and training expenses for its Participating Officer(s). All rights, duties, and obligations of the employer and the employee shall remain with that Participating Unit. Each Participating Unit shall be responsible for ensuring compliance with all applicable laws with regard to employees and with provisions on any applicable collective bargaining agreements and civil service rules and regulations and its disciplinary policies and procedures in accordance with law. The S.L.C.C.R.T. shall use funds from the annual participatory membership fees collected hereunder to purchase equipment needed for the S.L.C.C.R.T., as approved by the Board, for use by S.L.C.C.R.T. personnel. Any property purchased by the S.L.C.C.R.T. shall remain the property of the S.L.C.C.R.T. without any claim of reimbursement by a Participating Unit, unless otherwise provided herein or approved by the Board.

RIGHTS, POWERS AND DUTIES OF S.L.C.C.R.T. PERSONNEL

Pursuant to applicable law, namely I.C. § 36-1-7-7, et seq., S.L.C.C.R.T. personnel responding to an emergency situation in a Participating Unit shall have the same powers and duties of the Police Officers from that Participating Unit. Said powers and duties shall exist only for the period of time that the emergency situation exists and only exist while the S.L.C.C.R.T. is engaged in S.L.C.C.R.T. activities in that Participating Unit. Each Participating Officer shall be subject to all other applicable provisions of law and shall otherwise be treated as if they were providing the services within their own jurisdiction

EQUIPPING OF PARTICIPATING OFFICERS

As provided herein, each Participating Unit shall be responsible for all costs associated with the initial and continued outfitting of its Participating Officer, including but not limited to, clothing and weapons, shall be the sole responsibility of the Participating Unit. Any and all clothing or equipment contributed by a Participating Unit shall remain the property of the Participating Unit. Each Participating Unit shall be responsible for the cost and training of its designated S.L.C.C.R.T. personnel in order to meet the requirements as established by the Board. When a Requesting Unit requests and receives the services of the S.L.C.C.R.T., the Requesting Unit alone shall pay the costs of any activities occurring within the jurisdiction of that Requesting Unit, excluding the salaries, wages, benefits, overtime and ordinary travel expenses.

LIABILITIES AND INSURANCE

Each Participating Unit shall accept full and complete liability for its Participating Officers to the extent required by the Indiana Worker’s Compensation Act, as amended from time to time, for any and all personal injuries occurring to that Participating Officer while engaged in S.L.C.C.R.T. activities. The Participating Units agree that any liability for the negligent or unintentionally tortious actions of the S.L.C.C.R.T., the Board or any S.L.C.C.R.T. personnel working or participating on behalf of the

S.L.C.C.R.T. shall be shared equally between the Participating Units. It is further agreed that no Participating Unit shall be required to pay more than its equal share of the cost of payment of any judgment or settlement for a liability claim which arises out of, and is proximately caused by the actions of the S.L.C.C.R.T., the Board or S.L.C.C.R.T. personnel which is acting on behalf of or in support of the S.L.C.C.R.T. and acting within the scope of that individual's employment or duties to the S.L.C.C.R.T. This risk sharing agreement shall not apply to judgments against any party hereunder for punitive damages or for damages resulting from intentionally tortious actions, Each Participating Unit agrees to hold harmless and indemnify the other Participating Units from any loss, claim or liability arising from or out of the negligent or unintentional tortious actions or inactions of its Officers or employees related to the operation of the S.L.C.C.R.T. Such liability shall be equally apportioned among the Participating Units in equal shares. Each Participating Unit shall be responsible for selecting and retaining legal counsel for itself and any employee or Officer of the Participating Unit who is named in a lawsuit alleging liability arising out of S.L.C.C.R.T. operations. Each Participating Unit that retains legal counsel shall be responsible for paying the attorney's fees incurred by that counsel. The Participating Units shall not share costs of defense among the other Participating Units unless they specifically agree to have one (1) attorney representing all of them in a particular legal action. The Participating Units, and each of them, agree, that in the event of litigation described herein, whenever anyone Participating Unit receives an offer of settlement, that Participating Unit shall, within twenty-four (24) hours of receipt of said offer, transmit same to each of the other Participating Units. No Participating Unit shall have the authority to enter into a settlement with a claimant or plaintiff unless said settlement ends liability of all Participating Units and on behalf of their respective employees and Officers,

ADMINISTRATIVE AND OPERATIONAL PROCEDURES

The Participating Units herein agree that all activations within a Participating Unit's jurisdiction that has been accepted by the S.L.C.C.R.T. Commander shall be conducted according to the policies and procedures of the S.L.C.C.R.T. as outlined in the S.L.C.C.R.T. Operating Procedures.

MISCONDUCT

As provided for herein, each Participating Unit shall be responsible for the conduct of its Participating Officers contributed to the S.L.C.C.R.T. Accordingly, any incidents of misconduct shall subject the offending Officer to the disciplinary policies and procedures of the Participating Unit that employed the Officer. Any allegation of misconduct occurring while activated, during S.L.C.C.R.T. training, or when an Officer is acting in the scope of that Officer's S.L.C.C.R.T. duties, shall be promptly contained in a written report by the S.L.C.C.R.T. Commander or his/her designee. Upon the completion of this written report, the S.L.C.C.R.T. Commander, or his/her designee, shall, within twenty-four (24) hours of the completion of the written report, forward a copy of the written report to the Chief of Police of the Participating Unit that employs that Participating Officer. The Participating Units understand and acknowledge that any disciplinary actions taken will be consistent with the requirements of Indiana Law, particularly I.C. § 36-8-3, et seq., and I.C. § 36-8-3.5, et seq., as applicable, and as each are amended hereafter from time to time during the term of this Agreement. The Board shall not have any authority to discipline a Participating Officer, except, however, the Board shall possess the power to investigate allegations of misconduct by S.L.C.C.R.T. personnel while acting in the scope of their duties and upon a finding of guilt or culpability, the Board shall have the authority to remove that S.L.C.C.R.T. personnel from the S.L.C.C.R.T. As provided herein, any adverse employment actions must be taken by the Participating Officer's Participating Unit.

HEADINGS

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

COUNTERPARTS

This Agreement may be signed in counterparts by the Participating Units identified specifically herein, and also any Unit not specifically identified herein who executes a signatory page identifying its intent to enter into this Agreement with all Participating Units who are already identified or signatories to the Agreement must confirm its participation by executing a counterpart. Such Unit entering into this Agreement by a counter-signature page shall also be required to sign a verification statement contained on the counter-signature page that the Unit has received, reviewed and taken all necessary and proper public meeting action, at a duly scheduled and noticed public meeting pursuant to applicable Indiana law.

ADDITIONAL DOCUMENTS

The Participating Units hereto, and any future Unit executing a counter-signature page and verification to enter into the Agreement, further agree to execute any and all additional documents necessary to effectuate the terms and provisions of this Agreement, and to take all necessarily and proper public meeting actions, if so required.

PUBLIC MEETING ACTION

The individual(s) executing the counter-signature page hereby acknowledge by executing same that the Participating Unit they represent has undertaken and completed all necessary and proper public meeting action requirements for entry into this Agreement in conformance with applicable Indiana law.

[Signature Pages to Follow]

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

**By: _____
Richard Sharpe, Town Council President**

**ATTEST: _____
Jennifer N. Sandberg, Clerk-Treasurer**

Dated: _____

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

**By: _____
Robin Arvanitis, Town Council President**

**ATTEST: _____
Mike Troxell, Clerk-Treasurer**

Dated: _____

**TOWN OF ST JOHN, LAKE COUNTY, INDIANA,
a Municipal Corporation**

**By: _____
Gerald Swets, Town Council President**

**ATTEST: _____
Beth Hernandez, Clerk-Treasurer**

Dated: _____

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

**By: _____
Robert Starkey, Town Council President**

**ATTEST: _____
Debbie Astor, Clerk-Treasurer**

Dated: _____

**CITY OF CROWN POINT, LAKE COUNTY, INDIANA,
a Municipal Corporation**

By: _____

Pete Lane, Mayor

ATTEST: _____

Dave Benson, Clerk-Treasurer

Dated: _____

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

**By: _____
Todd Angerman, Town Council President**

**ATTEST: _____
Judy Walters, Clerk-Treasurer**

Dated: _____

DISBURSEMENT OF FUNDS
FROM 2022A CONSTRUCTION FUND # [REDACTED]

Requisition No. 5

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 **\$431,136.98** 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 #202654 dated August 15, 2023. See Note 1.	\$3,964.46
GM Development Companies LLC 8561 N County Rd 175 E Springport, IN 47386	Design/Construction/OR Contract Draw #1. See Note 2.	\$427,172.52
Total:		\$431,136.98

Note 1: Police Portion of Veridus Invoice amounts to 34.37%.

Note 2: GM Development gross invoice has been reduced by \$4,196.16. This amount is stated to be for the same Veridus Contract which is directly billed to the Town by Veridus.


Disbursement Request

The undersigned hereby states and certifies that:

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

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

GM Development Companies LLC

By:  _____
Gregory W. Martz, Sole Member

Date: 8/11/2023

Schedule 1

PROJECT FUND DISBURSEMENTS

<u>Item Number</u>	<u>Payee Name and Address</u>	<u>Purpose of Obligation</u>	<u>Amount</u>
1	GM Development Companies LLC 8561 N County Rd 175 E Springport, IN 47386	Construction/Design/OR	\$431,368.68

Cedar Lake Fire Dept HQ and Police Dept HQ

Request for Payment

Date: 8/11/2023

From: GM Development Companies LLC
8561 N 175 E., Springport, IN 47386

To: Town of Cedar Lake, Indiana

Original Contract Amount:	\$15,575,000.00	
Approved Changes:		\$0.00
Revised Contract Amount:		<u>\$15,575,000.00</u>

Contract Completed to Date:	\$2,077,468.15	
Less Previous Requests:	-\$910,659.18	
Current Request for Payment:		<u>\$1,166,808.97</u>

Current Billing:		<u>\$1,166,808.97</u>
Remaining Contract to Bill:	\$13,497,531.85	

Check Number with SOV: \$ 13,497,531.85

The undersigned contractor/developer certifies that to the best of the contractor's/developer's knowledge, information, and belief the work covered by this Request for Payment has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous Requests for Payment were issued, and that current payments requested herein are now due.

Requested by:



Cedar Lake Fire Dept HQ and Police Dept HQ

Schedule of Values

Item #	Description of Expense	Budget	Preconstruction Draws	Draw 1	Draw 2	Draw 3	Draw 4	Draw 5	Total Paid to Date	Total Remaining	% Complete
Police Department HQ											
15	Design Fees (K2M)	\$ 451,566.59	\$ 323,516.06	\$ 7,360.20					\$ 330,876.26	\$ 120,690.33	27.55%
25	Design Reimbursables (K2M)	\$ 1,880.00	\$ 1,244.25						\$ 1,244.25	\$ 635.75	24.89%
35	Town Contingency	\$ 62,500.00							\$ -	\$ 62,500.00	#DIV/0!
45	Permits/Utilities/Misc	\$ 5,363.96		\$ 5,363.96					\$ 5,363.96	\$ 0.00	10.73%
55	Exterior Signage	\$ 7,520.00							\$ -	\$ 7,520.00	0.00%
65	Technology/IT/AV/Telecom	\$ 110,938.80							\$ -	\$ 110,938.80	0.00%
75	FF&E	\$ 165,929.00							\$ -	\$ 165,929.00	#DIV/0!
85	Reserved for Future Use	\$ -							\$ -	\$ -	0.00%
90	Site Demolition and Earthwork	\$ 241,833.26		\$ 92,333.04					\$ 92,333.04	\$ 149,500.22	46.76%
100	Asphalt Paving	\$ 74,241.58							\$ -	\$ 74,241.58	0.00%
110	Storm Sewer	\$ 52,792.28		\$ 24,089.12					\$ 24,089.12	\$ 28,703.16	11.53%
120	Site Utilities	\$ 78,537.00		\$ 17,168.98					\$ 17,168.98	\$ 61,368.02	#DIV/0!
130	Reserved for Future Use	\$ -							\$ -	\$ -	0.00%
140	Lime Stabilization/Unsuitable Soil Removal Allowance	\$ 68,284.98							\$ -	\$ 68,284.98	0.00%
150	Surveying/Staking	\$ 8,666.80		\$ 1,203.20					\$ 1,203.20	\$ 7,463.60	2.50%
160	Landscaping	\$ 18,102.90							\$ -	\$ 18,102.90	0.00%
170	Fencing and Gates	\$ 6,016.00							\$ -	\$ 6,016.00	0.00%
180	Site Concrete	\$ 159,134.86							\$ -	\$ 159,134.86	0.00%
190	Retaining Walls	\$ 70,030.00							\$ -	\$ 70,030.00	0.00%
200	Site Furnishings	\$ 478.27							\$ -	\$ 478.27	0.00%
210	Site Signage and Striping	\$ 1,658.01							\$ -	\$ 1,658.01	0.00%
220	Brick Pavers	\$ 1,613.77							\$ -	\$ 1,613.77	0.00%
230	Building Concrete	\$ 170,685.95							\$ -	\$ 170,685.95	0.00%
240	Structural Masonry	\$ 144,309.55							\$ -	\$ 144,309.55	0.00%
250	Steel Fabrication and Erection	\$ 291,081.53							\$ -	\$ 291,081.53	0.00%
260	Rough Carpentry	\$ 21,730.29							\$ -	\$ 21,730.29	0.00%
270	Damproofing/Waterproofing/Air Barrier	\$ 25,432.11							\$ -	\$ 25,432.11	0.00%
280	Roofing	\$ 139,941.59							\$ -	\$ 139,941.59	0.00%
290	Rainscreen Exterior Panel System	\$ 82,939.96							\$ -	\$ 82,939.96	0.00%
300	Aluminum, Glass, Glazing	\$ 68,743.23							\$ -	\$ 68,743.23	0.00%
310	Masonry Veneer	\$ 246,620.23							\$ -	\$ 246,620.23	0.00%
320	Roof Specialties and Accessories	\$ 3,587.04							\$ -	\$ 3,587.04	0.00%
330	Carpentry Installation	\$ 49,458.51							\$ -	\$ 49,458.51	0.00%
340	Architectural Millwork - Supply	\$ 33,708.21							\$ -	\$ 33,708.21	0.00%
350	HM Frames, WD/HM Doors and Hardware - Supply	\$ 96,690.66							\$ -	\$ 96,690.66	0.00%
360	Access Doors and Frames - Supply	\$ 1,514.53							\$ -	\$ 1,514.53	0.00%
370	Metal Studs/Drywall/Insulation/Ceiling Package	\$ 204,352.87							\$ -	\$ 204,352.87	0.00%
380	FRP/Resin/Protection Panels	\$ 318.85							\$ -	\$ 318.85	0.00%
390	Flooring	\$ 63,350.31							\$ -	\$ 63,350.31	0.00%
400	Painting	\$ 38,945.29							\$ -	\$ 38,945.29	0.00%
410	Signage Package - Supply	\$ 26,137.56							\$ -	\$ 26,137.56	0.00%
420	Toilet Partitions - Supply	\$ 2,391.36							\$ -	\$ 2,391.36	0.00%
430	Toilet Accessories - Supply	\$ 1,053.00							\$ -	\$ 1,053.00	0.00%
440	Wall Protection and Corner Guards - Supply	\$ 647.66							\$ -	\$ 647.66	0.00%
450	Fire Extinguishers and Cabinets - Supply	\$ 807.08							\$ -	\$ 807.08	#DIV/0!
460	Window Shades and Curtains	\$ 3,938.57							\$ -	\$ 3,938.57	0.00%
470	Flagpoles	\$ 8,967.60							\$ -	\$ 8,967.60	0.00%
480	Roof Fall Protection System	\$ 2,391.36							\$ -	\$ 2,391.36	0.00%

490 Reserved for Future Use	\$	-								\$	-	\$	-	0.00%
500 Fire Sprinkler/Suppression Systems	\$	64,149.83								\$	-	\$	64,149.83	0.00%
510 Plumbing Systems	\$	198,561.00								\$	-	\$	198,561.00	0.00%
520 HVAC Systems	\$	421,669.21								\$	-	\$	421,669.21	0.00%
530 Electrical Systems	\$	511,515.83	\$	2,774.74						\$	2,774.74	\$	508,741.09	8.41%
540 Construction Testing	\$	12,408.00	\$	1,796.00						\$	1,796.00	\$	10,612.00	0.65%
550 Construction Contingency/Alternates	\$	8,941.25								\$	-	\$	8,941.25	0.00%
560 Allowance #1 - Winter Conditions	\$	28,200.00								\$	-	\$	28,200.00	0.00%
570 Allowance #2 - Sanitary and Water Tap Fees	\$	51,268.00	\$	51,268.00						\$	51,268.00	\$	-	5.26%
580 General Conditions/General Requirements	\$	366,399.59	\$	52,249.22						\$	52,249.22	\$	314,150.38	13.68%
590 Insurance and Bond	\$	143,600.04	\$	143,600.04						\$	143,600.04	\$	-	22.44%
600 Construction Management/Direct Labor	\$	240,614.43	\$	19,826.95						\$	19,826.95	\$	220,787.49	#DIV/0!
610 Retainage	\$	-	\$	(10,624.29)						\$	(10,624.29)	\$	10,624.29	-1.84%
625 Overhead and Profit	\$	216,162.69	\$	18,763.38						\$	18,763.38	\$	197,399.31	#DIV/0!
635 Owner's Representative (Veridus)	\$	30,401.99	\$	4,196.16						\$	4,196.16	\$	26,205.83	#DIV/0!
645 Reconcile	\$	(17,064.32)								\$	-	\$	(17,064.32)	#DIV/0!
650 Police Department Total:	\$	5,593,660.50	\$	324,760.31	\$	431,368.68	\$	-	\$	-	\$	-	\$	-
										\$	756,128.99	\$	4,837,531.50	13.52%

Fire Department HQ														
1005 Design Fees (K2M)	\$	749,408.39	\$	583,833.92	\$	12,214.80				\$	596,048.72	\$	153,359.66	79.54%
1015 Design Reimbursables (K2M)	\$	3,120.00	\$	2,064.95						\$	2,064.95	\$	1,055.05	66.18%
1025 Town Contingency	\$	62,500.00								\$	-	\$	62,500.00	0.00%
1035 Permits/Utilities	\$	8,901.89	\$	8,901.89						\$	8,901.89	\$	(0.00)	100.00%
1045 Exterior Signage	\$	12,480.00								\$	-	\$	12,480.00	0.00%
1055 Technology/IT/AV/Telecom	\$	184,111.20								\$	-	\$	184,111.20	0.00%
1065 FF&E	\$	291,712.00								\$	-	\$	291,712.00	0.00%
1075 Reserved for Future Use	\$	-								\$	-	\$	-	#DIV/0!
1080 Site Demolition and Earthwork	\$	401,340.30	\$	153,233.56						\$	153,233.56	\$	248,106.74	38.18%
1090 Asphalt Paving	\$	123,209.42								\$	-	\$	123,209.42	0.00%
1100 Storm Sewer	\$	87,612.72	\$	39,977.68						\$	39,977.68	\$	47,635.04	45.63%
1110 Site Utilities	\$	130,338.00	\$	28,493.19						\$	28,493.19	\$	101,844.81	21.86%
1120 Reserved for Future Use	\$	-								\$	-	\$	-	#DIV/0!
1130 Lime Stabilization/Unsuitable Soil Removal Allowance	\$	113,324.02								\$	-	\$	113,324.02	0.00%
1140 Surveying/Staking	\$	14,383.20	\$	1,996.80						\$	1,996.80	\$	12,386.40	13.88%
1150 Landscaping	\$	30,043.10								\$	-	\$	30,043.10	0.00%
1160 Fencing and Gates	\$	9,984.00								\$	-	\$	9,984.00	0.00%
1170 Site Concrete	\$	264,096.14								\$	-	\$	264,096.14	0.00%
1180 Retaining Walls	\$	116,220.00								\$	-	\$	116,220.00	0.00%
1190 Site Furnishings	\$	793.73								\$	-	\$	793.73	0.00%
1200 Site Signage and Striping	\$	2,751.59								\$	-	\$	2,751.59	0.00%
1210 Brick Pavers	\$	2,678.17								\$	-	\$	2,678.17	0.00%
1220 Building Concrete	\$	283,266.05								\$	-	\$	283,266.05	0.00%
1230 Precast Hollow Core (Mezzanine)	\$	24,274.00								\$	-	\$	24,274.00	0.00%
1240 Structural Masonry	\$	239,492.45								\$	-	\$	239,492.45	0.00%
1250 Steel Fabrication and Erection	\$	483,071.47								\$	-	\$	483,071.47	0.00%
1260 Rough Carpentry	\$	36,063.03								\$	-	\$	36,063.03	0.00%
1270 Damproofing/Waterproofing/Air Barrier	\$	42,206.49								\$	-	\$	42,206.49	0.00%
1280 Roofing	\$	232,243.49								\$	-	\$	232,243.49	0.00%
1290 Rainscreen Exterior Panel System	\$	137,645.04								\$	-	\$	137,645.04	0.00%
1300 Aluminum, Glass, Glazing	\$	114,084.51								\$	-	\$	114,084.51	0.00%
1310 Masonry Veneer	\$	409,284.65								\$	-	\$	409,284.65	0.00%
1320 Roof Specialties and Accessories	\$	5,952.96								\$	-	\$	5,952.96	0.00%
1330 Carpentry Installation	\$	82,080.07								\$	-	\$	82,080.07	0.00%
1340 Architectural Millwork - Supply	\$	55,941.29								\$	-	\$	55,941.29	0.00%
1350 HM Frames, WD/HM Doors and Hardware - Supply	\$	160,465.34								\$	-	\$	160,465.34	0.00%
1360 Overhead Coiling/Sectional Doors	\$	202,274.50								\$	-	\$	202,274.50	0.00%

1370 Access Doors and Frames - Supply	\$	2,513.47								\$	-	\$	2,513.47	0.00%			
1380 Metal Studs/Drywall/Insulation/Ceiling Package	\$	339,138.81								\$	-	\$	339,138.81	0.00%			
1390 FRP/Resin/Protection Panels	\$	529.15								\$	-	\$	529.15	0.00%			
1400 Flooring	\$	105,134.57								\$	-	\$	105,134.57	0.00%			
1410 Apparatus Bay Floor - Sealed Concrete	\$	2,877.90								\$	-	\$	2,877.90	0.00%			
1420 Painting	\$	64,632.61								\$	-	\$	64,632.61	0.00%			
1430 Signage Package - Supply	\$	43,377.24								\$	-	\$	43,377.24	0.00%			
1440 Toilet Partitions - Supply	\$	3,968.64								\$	-	\$	3,968.64	0.00%			
1450 Toilet Accessories - Supply	\$	1,747.52								\$	-	\$	1,747.52	0.00%			
1460 Wall Protection and Corner Guards - Supply	\$	1,074.84								\$	-	\$	1,074.84	0.00%			
1470 Fire Extinguishers and Cabinets - Supply	\$	1,339.42								\$	-	\$	1,339.42	0.00%			
1480 Reserved for Future Use	\$	-								\$	-	\$	-	#DIV/0!			
1490 Window Shades and Curtains	\$	6,536.35								\$	-	\$	6,536.35	0.00%			
1500 Flagpoles	\$	14,882.40								\$	-	\$	14,882.40	0.00%			
1510 Roof Fall Protection System	\$	3,968.64								\$	-	\$	3,968.64	0.00%			
1520 Fire Pole and Guardrail System	\$	79,500.00	\$	9,000.00						\$	9,000.00	\$	70,500.00	11.32%			
1530 Sauna	\$	21,200.00								\$	-	\$	21,200.00	0.00%			
1540 Reserved for Future Use	\$	-								\$	-	\$	-	#DIV/0!			
1550 Kitchen Range Hood w Ansul System	\$	7,950.00								\$	-	\$	7,950.00	0.00%			
1560 Fire Sprinkler/Suppression Systems	\$	106,461.41								\$	-	\$	106,461.41	0.00%			
1570 Plumbing Systems	\$	329,526.76								\$	-	\$	329,526.76	0.00%			
1580 HVAC Systems	\$	699,791.46								\$	-	\$	699,791.46	0.00%			
1590 Electrical Systems	\$	848,898.60	\$	4,604.88						\$	4,604.88	\$	844,293.72	0.54%			
1600 Construction Testing	\$	20,592.00	\$	2,980.60						\$	2,980.60	\$	17,611.40	14.47%			
1610 Construction Contingency/Alternates	\$	267,904.75								\$	-	\$	267,904.75	0.00%			
1620 Allowance #1 - Winter Conditions	\$	46,800.00								\$	-	\$	46,800.00	0.00%			
1630 Allowance #2 - Sanitary and Water Tap Fees	\$	96,886.00	\$	96,886.00						\$	96,886.00	\$	-	100.00%			
1640 General Conditions/General Requirements	\$	608,067.41	\$	86,711.46						\$	86,711.46	\$	521,355.94	14.26%			
1650 Insurance and Bond	\$	238,314.96	\$	238,314.96						\$	238,314.96	\$	-	100.00%			
1660 Construction Management/Direct Labor	\$	399,317.57	\$	32,904.29						\$	32,904.29	\$	366,413.27	8.24%			
1670 Retainage	\$	-	\$	(17,782.89)						\$	(17,782.89)	\$	17,782.89	#DIV/0!			
1685 Overhead and Profit	\$	359,775.31	\$	29,802.10						\$	29,802.10	\$	329,973.21	8.28%			
1695 Owner's Representative (Veridus)	\$	159,598.01	\$	6,963.84						\$	6,963.84	\$	152,634.17	4.36%			
1705 Owner's Representative Reimbursables (Veridus)	\$	5,000.00	\$	237.11						\$	237.11	\$	4,762.89	4.74%			
1715 Reconcile	\$	(23,319.51)								\$	-	\$	(23,319.51)	0.00%			
1720 Fire Department Total:	\$	9,981,339.50	\$	585,898.87	\$	735,440.29	\$	-	\$	-	\$	-	\$	1,321,339.16	\$	8,660,000.35	13.24%
Total:	\$	15,575,000.00	\$	910,659.18	\$	1,166,808.97	\$	-	\$	-	\$	-	\$	2,077,468.15	\$	13,497,531.85	13.34%

DRAW SCHEDULE

Cedar Lake Fire Dept HQ

	Draw Amount	Remaining Balance
Jan-23	\$216,540.16	\$9,764,799.34
Feb-23	\$100,418.76	\$9,664,380.58
Mar-23	\$84,049.53	\$9,580,331.05
Apr-23	\$102,111.75	\$9,478,219.30
May-23	\$50,544.00	\$9,427,675.30
Jun-23	\$19,808.46	\$9,407,866.84
Jul-23	\$12,426.21	\$9,395,440.63
Aug-23	\$735,440.29	\$8,660,000.34
Sep-23		\$8,660,000.34
Oct-23		\$8,660,000.34
Nov-23		\$8,660,000.34
Dec-23		\$8,660,000.34
Jan-24		\$8,660,000.34
Feb-24		\$8,660,000.34
Mar-24		\$8,660,000.34
Apr-24		\$8,660,000.34
May-24		\$8,660,000.34
Jun-24		\$8,660,000.34
Jul-24		\$8,660,000.34
Aug-24		\$8,660,000.34

DRAW SCHEDULE

Cedar Lake Police Department HQ

	Draw Amount	Remaining Balance
Jan-23	\$102,198.00	\$5,491,462.50
Feb-23	\$60,508.74	\$5,430,953.76
Mar-23	\$50,645.23	\$5,380,308.53
Apr-23	\$61,528.87	\$5,318,779.66
May-23	\$30,456.00	\$5,288,323.66
Jun-23	\$11,935.88	\$5,276,387.78
Jul-23	\$7,487.59	\$5,268,900.19
Aug-23	\$431,368.68	\$4,837,531.51
Sep-23		\$4,837,531.51
Oct-23		\$4,837,531.51
Nov-23		\$4,837,531.51
Dec-23		\$4,837,531.51
Jan-24		\$4,837,531.51
Feb-24		\$4,837,531.51
Mar-24		\$4,837,531.51
Apr-24		\$4,837,531.51
May-24		\$4,837,531.51
Jun-24		\$4,837,531.51
Jul-24		\$4,837,531.51
Aug-24		\$4,837,531.51

DRAW SCHEDULE

Combined

	Draw Amount	Remaining Balance
May-23	\$318,738.16	\$15,256,261.84
Feb-23	\$160,927.50	\$15,095,334.34
Mar-23	\$134,694.76	\$14,960,639.58
Apr-23	\$163,640.62	\$14,796,998.96
May-23	\$81,000.00	\$14,715,998.96
Jun-23	\$31,744.34	\$14,684,254.62
Jul-23	\$19,913.80	\$14,664,340.82
Aug-23	\$1,166,808.97	\$13,497,531.85
Sep-23	\$0.00	\$13,497,531.85
Oct-23	\$0.00	\$13,497,531.85
Nov-23	\$0.00	\$13,497,531.85
Dec-23	\$0.00	\$13,497,531.85
Jan-24	\$0.00	\$13,497,531.85
Feb-24	\$0.00	\$13,497,531.85
Mar-24	\$0.00	\$13,497,531.85
Apr-24	\$0.00	\$13,497,531.85
May-24	\$0.00	\$13,497,531.85
Jun-24	\$0.00	\$13,497,531.85
Jul-24	\$0.00	\$13,497,531.85
Aug-24	\$0.00	\$13,497,531.85



August 28, 2023

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

PROJECT: Cedar Lake Public Safety Complex—Police Headquarters
GM Development, Disbursement Request 08/11/2023

Dear Mr. Salatas,

Pursuant to the BOT Agreement (Police Department Headquarters Project) executed by and between the Town of Cedar Lake (the Town) and GM Development Companies (the Developer), and dated December 22, 2022, the Developer has submitted Disbursement Request 08/11/2023 in the amount of \$431,368.68. This amount is to be drawn from the bond proceeds: **\$431,368.68 from bond proceeds.**

Per Schedule 1 of the Disbursement Request, please note that the payee for this disbursement is "GM Development Companies LLC" in the amount of \$431,368.68.

In accordance with the Contract Documents and the Agreement, this Disbursement Request includes costs incurred by the developer to date in construction of the police headquarters. Veridus submits to the Town that based upon site visits, digital communications, and the data comprising the provided invoice presented by the Developer, to the best of our knowledge, information and belief, construction has progressed as indicated, the quality of work is in accordance with the Contract Documents, and the Developer is entitled to the payment of the amount approved.

Comments:

1. The invoiced amounts generally agree with progress in the field. Site Demolition/Earthwork is billed to 38%, which reflects progress to date (see photos included below).
2. Sanitary and Water Tap Fees as well as Insurance and Bonding are billed to 100%.
3. General Conditions is billed to 14%, which is reasonable at this time. Management is billed to 8% as well as Overhead and Profit. These amounts seem appropriate at this time and correspond to overall total project billing of 7.7%.
4. As this disbursement request only applies to the Police Headquarters, 100% (\$431,368.68) shall be allocated to the Police project.
5. The schedule of values included in the Disbursement Request is still going through the process of finalization and therefore should be expected to change. It is anticipated that the final version of this schedule will be included with next month's payment application and that no further changes will occur after that billing.
6. Developer's lien waiver has been submitted and is included below.

For your reference I have enclosed the Developer's Disbursement Request-08/11/2023. Please contact me with any questions or comments you may have.

Sincerely,

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

Lance Snedeker
Veridus Group



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 202654
Date 08/15/2023
Project 2021.0204 CEDAR LAKE MUNICIPAL
COMPLEX

Reimbursables

	Date	Units	Rate	Billed Amount
Mileage				
	07/12/2023	286.00	0.655	187.33
Site visit--check progress				
	07/18/2023	286.00	0.655	187.33
site visit and onsite meeting with Brad (Core)				
	Subtotal			374.66
	Reimbursables subtotal			374.66

Description	Contract Amount	Prior Billed	Current Billed
Bidding, Construction & Closeout	190,000.00	33,480.00	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	102,480.00	11,160.00

Invoice total 11,534.66

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			
202654	08/15/2023	11,534.66	11,534.66				
Total		23,233.07	11,534.66	11,698.41	0.00	0.00	0.00

Approved by:

David C. Rainey
Director, Owner's Representation Group

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

DISBURSEMENT OF FUNDS
FROM 2022B CONSTRUCTION FUND # [REDACTED]

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 **\$735,809.54** 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 #202654 dated August 15, 2023. See Note 1.	\$7,570.20
GM Development Companies LLC 8561 N County Rd 175 E Springport, IN 47386	Design/Construction/OR Contract Draw #1. See Note 2.	\$728,239.34
Total:		\$735,809.54

Note 1: Fire Portion of Veridus Invoice amounts to 65.63%.

Note 2: GM Development gross invoice has been reduced by \$7,200.95. This amount is stated to be for the same Veridus Contract which is directly billed to the Town by Veridus.


Disbursement Request

The undersigned hereby states and certifies that:

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

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

GM Development Companies LLC

By:  _____
Gregory W. Martz, Sole Member

Date: 8/11/2023

Schedule 1

PROJECT FUND DISBURSEMENTS

<u>Item Number</u>	<u>Payee Name and Address</u>	<u>Purpose of Obligation</u>	<u>Amount</u>
1	GM Development Companies LLC 8561 N County Rd 175 E Springport, IN 47386	Design/Construction/OR	\$735,440.29

Cedar Lake Fire Dept HQ and Police Dept HQ

Request for Payment

Date: 8/11/2023

From: GM Development Companies LLC
8561 N 175 E., Springport, IN 47386

To: Town of Cedar Lake, Indiana

Original Contract Amount:	\$15,575,000.00	
Approved Changes:		\$0.00
Revised Contract Amount:		<u>\$15,575,000.00</u>

Contract Completed to Date:	\$2,077,468.15	
Less Previous Requests:	-\$910,659.18	
Current Request for Payment:		<u>\$1,166,808.97</u>

Current Billing:		<u>\$1,166,808.97</u>
Remaining Contract to Bill:	\$13,497,531.85	

Check Number with SOV: \$ 13,497,531.85

The undersigned contractor/developer certifies that to the best of the contractor's/developer's knowledge, information, and belief the work covered by this Request for Payment has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous Requests for Payment were issued, and that current payments requested herein are now due.

Requested by: 

Cedar Lake Fire Dept HQ and Police Dept HQ

Schedule of Values

Item #	Description of Expense	Budget	Preconstruction Draws	Draw 1	Draw 2	Draw 3	Draw 4	Draw 5	Total Paid to Date	Total Remaining	% Complete
Police Department HQ											
15	Design Fees (K2M)	\$ 451,566.59	\$ 323,516.06	\$ 7,360.20					\$ 330,876.26	\$ 120,690.33	27.55%
25	Design Reimbursables (K2M)	\$ 1,880.00	\$ 1,244.25						\$ 1,244.25	\$ 635.75	24.89%
35	Town Contingency	\$ 62,500.00							\$ -	\$ 62,500.00	#DIV/0!
45	Permits/Utilities/Misc	\$ 5,363.96		\$ 5,363.96					\$ 5,363.96	\$ 0.00	10.73%
55	Exterior Signage	\$ 7,520.00							\$ -	\$ 7,520.00	0.00%
65	Technology/IT/AV/Telecom	\$ 110,938.80							\$ -	\$ 110,938.80	0.00%
75	FF&E	\$ 165,929.00							\$ -	\$ 165,929.00	#DIV/0!
85	Reserved for Future Use	\$ -							\$ -	\$ -	0.00%
90	Site Demolition and Earthwork	\$ 241,833.26		\$ 92,333.04					\$ 92,333.04	\$ 149,500.22	46.76%
100	Asphalt Paving	\$ 74,241.58							\$ -	\$ 74,241.58	0.00%
110	Storm Sewer	\$ 52,792.28		\$ 24,089.12					\$ 24,089.12	\$ 28,703.16	11.53%
120	Site Utilities	\$ 78,537.00		\$ 17,168.98					\$ 17,168.98	\$ 61,368.02	#DIV/0!
130	Reserved for Future Use	\$ -							\$ -	\$ -	0.00%
140	Lime Stabilization/Unsuitable Soil Removal Allowance	\$ 68,284.98							\$ -	\$ 68,284.98	0.00%
150	Surveying/Staking	\$ 8,666.80		\$ 1,203.20					\$ 1,203.20	\$ 7,463.60	2.50%
160	Landscaping	\$ 18,102.90							\$ -	\$ 18,102.90	0.00%
170	Fencing and Gates	\$ 6,016.00							\$ -	\$ 6,016.00	0.00%
180	Site Concrete	\$ 159,134.86							\$ -	\$ 159,134.86	0.00%
190	Retaining Walls	\$ 70,030.00							\$ -	\$ 70,030.00	0.00%
200	Site Furnishings	\$ 478.27							\$ -	\$ 478.27	0.00%
210	Site Signage and Striping	\$ 1,658.01							\$ -	\$ 1,658.01	0.00%
220	Brick Pavers	\$ 1,613.77							\$ -	\$ 1,613.77	0.00%
230	Building Concrete	\$ 170,685.95							\$ -	\$ 170,685.95	0.00%
240	Structural Masonry	\$ 144,309.55							\$ -	\$ 144,309.55	0.00%
250	Steel Fabrication and Erection	\$ 291,081.53							\$ -	\$ 291,081.53	0.00%
260	Rough Carpentry	\$ 21,730.29							\$ -	\$ 21,730.29	0.00%
270	Damproofing/Waterproofing/Air Barrier	\$ 25,432.11							\$ -	\$ 25,432.11	0.00%
280	Roofing	\$ 139,941.59							\$ -	\$ 139,941.59	0.00%
290	Rainscreen Exterior Panel System	\$ 82,939.96							\$ -	\$ 82,939.96	0.00%
300	Aluminum, Glass, Glazing	\$ 68,743.23							\$ -	\$ 68,743.23	0.00%
310	Masonry Veneer	\$ 246,620.23							\$ -	\$ 246,620.23	0.00%
320	Roof Specialties and Accessories	\$ 3,587.04							\$ -	\$ 3,587.04	0.00%
330	Carpentry Installation	\$ 49,458.51							\$ -	\$ 49,458.51	0.00%
340	Architectural Millwork - Supply	\$ 33,708.21							\$ -	\$ 33,708.21	0.00%
350	HM Frames, WD/HM Doors and Hardware - Supply	\$ 96,690.66							\$ -	\$ 96,690.66	0.00%
360	Access Doors and Frames - Supply	\$ 1,514.53							\$ -	\$ 1,514.53	0.00%
370	Metal Studs/Drywall/Insulation/Ceiling Package	\$ 204,352.87							\$ -	\$ 204,352.87	0.00%
380	FRP/Resin/Protection Panels	\$ 318.85							\$ -	\$ 318.85	0.00%
390	Flooring	\$ 63,350.31							\$ -	\$ 63,350.31	0.00%
400	Painting	\$ 38,945.29							\$ -	\$ 38,945.29	0.00%
410	Signage Package - Supply	\$ 26,137.56							\$ -	\$ 26,137.56	0.00%
420	Toilet Partitions - Supply	\$ 2,391.36							\$ -	\$ 2,391.36	0.00%
430	Toilet Accessories - Supply	\$ 1,053.00							\$ -	\$ 1,053.00	0.00%
440	Wall Protection and Corner Guards - Supply	\$ 647.66							\$ -	\$ 647.66	0.00%
450	Fire Extinguishers and Cabinets - Supply	\$ 807.08							\$ -	\$ 807.08	#DIV/0!
460	Window Shades and Curtains	\$ 3,938.57							\$ -	\$ 3,938.57	0.00%
470	Flagpoles	\$ 8,967.60							\$ -	\$ 8,967.60	0.00%
480	Roof Fall Protection System	\$ 2,391.36							\$ -	\$ 2,391.36	0.00%

490 Reserved for Future Use	\$	-								\$	-	\$	-	0.00%
500 Fire Sprinkler/Suppression Systems	\$	64,149.83								\$	-	\$	64,149.83	0.00%
510 Plumbing Systems	\$	198,561.00								\$	-	\$	198,561.00	0.00%
520 HVAC Systems	\$	421,669.21								\$	-	\$	421,669.21	0.00%
530 Electrical Systems	\$	511,515.83	\$	2,774.74						\$	2,774.74	\$	508,741.09	8.41%
540 Construction Testing	\$	12,408.00	\$	1,796.00						\$	1,796.00	\$	10,612.00	0.65%
550 Construction Contingency/Alternates	\$	8,941.25								\$	-	\$	8,941.25	0.00%
560 Allowance #1 - Winter Conditions	\$	28,200.00								\$	-	\$	28,200.00	0.00%
570 Allowance #2 - Sanitary and Water Tap Fees	\$	51,268.00	\$	51,268.00						\$	51,268.00	\$	-	5.26%
580 General Conditions/General Requirements	\$	366,399.59	\$	52,249.22						\$	52,249.22	\$	314,150.38	13.68%
590 Insurance and Bond	\$	143,600.04	\$	143,600.04						\$	143,600.04	\$	-	22.44%
600 Construction Management/Direct Labor	\$	240,614.43	\$	19,826.95						\$	19,826.95	\$	220,787.49	#DIV/0!
610 Retainage	\$	-	\$	(10,624.29)						\$	(10,624.29)	\$	10,624.29	-1.84%
625 Overhead and Profit	\$	216,162.69	\$	18,763.38						\$	18,763.38	\$	197,399.31	#DIV/0!
635 Owner's Representative (Veridus)	\$	30,401.99	\$	4,196.16						\$	4,196.16	\$	26,205.83	#DIV/0!
645 Reconcile	\$	(17,064.32)								\$	-	\$	(17,064.32)	#DIV/0!
650 Police Department Total:	\$	5,593,660.50	\$	324,760.31	\$	431,368.68	\$	-	\$	-	\$	-	\$	13.52%

Fire Department HQ														
1005 Design Fees (K2M)	\$	749,408.39	\$	583,833.92	\$	12,214.80				\$	596,048.72	\$	153,359.66	79.54%
1015 Design Reimbursables (K2M)	\$	3,120.00	\$	2,064.95						\$	2,064.95	\$	1,055.05	66.18%
1025 Town Contingency	\$	62,500.00								\$	-	\$	62,500.00	0.00%
1035 Permits/Utilities	\$	8,901.89	\$	8,901.89						\$	8,901.89	\$	(0.00)	100.00%
1045 Exterior Signage	\$	12,480.00								\$	-	\$	12,480.00	0.00%
1055 Technology/IT/AV/Telecom	\$	184,111.20								\$	-	\$	184,111.20	0.00%
1065 FF&E	\$	291,712.00								\$	-	\$	291,712.00	0.00%
1075 Reserved for Future Use	\$	-								\$	-	\$	-	#DIV/0!
1080 Site Demolition and Earthwork	\$	401,340.30	\$	153,233.56						\$	153,233.56	\$	248,106.74	38.18%
1090 Asphalt Paving	\$	123,209.42								\$	-	\$	123,209.42	0.00%
1100 Storm Sewer	\$	87,612.72	\$	39,977.68						\$	39,977.68	\$	47,635.04	45.63%
1110 Site Utilities	\$	130,338.00	\$	28,493.19						\$	28,493.19	\$	101,844.81	21.86%
1120 Reserved for Future Use	\$	-								\$	-	\$	-	#DIV/0!
1130 Lime Stabilization/Unsuitable Soil Removal Allowance	\$	113,324.02								\$	-	\$	113,324.02	0.00%
1140 Surveying/Staking	\$	14,383.20	\$	1,996.80						\$	1,996.80	\$	12,386.40	13.88%
1150 Landscaping	\$	30,043.10								\$	-	\$	30,043.10	0.00%
1160 Fencing and Gates	\$	9,984.00								\$	-	\$	9,984.00	0.00%
1170 Site Concrete	\$	264,096.14								\$	-	\$	264,096.14	0.00%
1180 Retaining Walls	\$	116,220.00								\$	-	\$	116,220.00	0.00%
1190 Site Furnishings	\$	793.73								\$	-	\$	793.73	0.00%
1200 Site Signage and Striping	\$	2,751.59								\$	-	\$	2,751.59	0.00%
1210 Brick Pavers	\$	2,678.17								\$	-	\$	2,678.17	0.00%
1220 Building Concrete	\$	283,266.05								\$	-	\$	283,266.05	0.00%
1230 Precast Hollow Core (Mezzanine)	\$	24,274.00								\$	-	\$	24,274.00	0.00%
1240 Structural Masonry	\$	239,492.45								\$	-	\$	239,492.45	0.00%
1250 Steel Fabrication and Erection	\$	483,071.47								\$	-	\$	483,071.47	0.00%
1260 Rough Carpentry	\$	36,063.03								\$	-	\$	36,063.03	0.00%
1270 Damproofing/Waterproofing/Air Barrier	\$	42,206.49								\$	-	\$	42,206.49	0.00%
1280 Roofing	\$	232,243.49								\$	-	\$	232,243.49	0.00%
1290 Rainscreen Exterior Panel System	\$	137,645.04								\$	-	\$	137,645.04	0.00%
1300 Aluminum, Glass, Glazing	\$	114,084.51								\$	-	\$	114,084.51	0.00%
1310 Masonry Veneer	\$	409,284.65								\$	-	\$	409,284.65	0.00%
1320 Roof Specialties and Accessories	\$	5,952.96								\$	-	\$	5,952.96	0.00%
1330 Carpentry Installation	\$	82,080.07								\$	-	\$	82,080.07	0.00%
1340 Architectural Millwork - Supply	\$	55,941.29								\$	-	\$	55,941.29	0.00%
1350 HM Frames, WD/HM Doors and Hardware - Supply	\$	160,465.34								\$	-	\$	160,465.34	0.00%
1360 Overhead Coiling/Sectional Doors	\$	202,274.50								\$	-	\$	202,274.50	0.00%

1370 Access Doors and Frames - Supply	\$	2,513.47								\$	-	\$	2,513.47	0.00%			
1380 Metal Studs/Drywall/Insulation/Ceiling Package	\$	339,138.81								\$	-	\$	339,138.81	0.00%			
1390 FRP/Resin/Protection Panels	\$	529.15								\$	-	\$	529.15	0.00%			
1400 Flooring	\$	105,134.57								\$	-	\$	105,134.57	0.00%			
1410 Apparatus Bay Floor - Sealed Concrete	\$	2,877.90								\$	-	\$	2,877.90	0.00%			
1420 Painting	\$	64,632.61								\$	-	\$	64,632.61	0.00%			
1430 Signage Package - Supply	\$	43,377.24								\$	-	\$	43,377.24	0.00%			
1440 Toilet Partitions - Supply	\$	3,968.64								\$	-	\$	3,968.64	0.00%			
1450 Toilet Accessories - Supply	\$	1,747.52								\$	-	\$	1,747.52	0.00%			
1460 Wall Protection and Corner Guards - Supply	\$	1,074.84								\$	-	\$	1,074.84	0.00%			
1470 Fire Extinguishers and Cabinets - Supply	\$	1,339.42								\$	-	\$	1,339.42	0.00%			
1480 Reserved for Future Use	\$	-								\$	-	\$	-	#DIV/0!			
1490 Window Shades and Curtains	\$	6,536.35								\$	-	\$	6,536.35	0.00%			
1500 Flagpoles	\$	14,882.40								\$	-	\$	14,882.40	0.00%			
1510 Roof Fall Protection System	\$	3,968.64								\$	-	\$	3,968.64	0.00%			
1520 Fire Pole and Guardrail System	\$	79,500.00	\$	9,000.00						\$	9,000.00	\$	70,500.00	11.32%			
1530 Sauna	\$	21,200.00								\$	-	\$	21,200.00	0.00%			
1540 Reserved for Future Use	\$	-								\$	-	\$	-	#DIV/0!			
1550 Kitchen Range Hood w Ansul System	\$	7,950.00								\$	-	\$	7,950.00	0.00%			
1560 Fire Sprinkler/Suppression Systems	\$	106,461.41								\$	-	\$	106,461.41	0.00%			
1570 Plumbing Systems	\$	329,526.76								\$	-	\$	329,526.76	0.00%			
1580 HVAC Systems	\$	699,791.46								\$	-	\$	699,791.46	0.00%			
1590 Electrical Systems	\$	848,898.60	\$	4,604.88						\$	4,604.88	\$	844,293.72	0.54%			
1600 Construction Testing	\$	20,592.00	\$	2,980.60						\$	2,980.60	\$	17,611.40	14.47%			
1610 Construction Contingency/Alternates	\$	267,904.75								\$	-	\$	267,904.75	0.00%			
1620 Allowance #1 - Winter Conditions	\$	46,800.00								\$	-	\$	46,800.00	0.00%			
1630 Allowance #2 - Sanitary and Water Tap Fees	\$	96,886.00	\$	96,886.00						\$	96,886.00	\$	-	100.00%			
1640 General Conditions/General Requirements	\$	608,067.41	\$	86,711.46						\$	86,711.46	\$	521,355.94	14.26%			
1650 Insurance and Bond	\$	238,314.96	\$	238,314.96						\$	238,314.96	\$	-	100.00%			
1660 Construction Management/Direct Labor	\$	399,317.57	\$	32,904.29						\$	32,904.29	\$	366,413.27	8.24%			
1670 Retainage	\$	-	\$	(17,782.89)						\$	(17,782.89)	\$	17,782.89	#DIV/0!			
1685 Overhead and Profit	\$	359,775.31	\$	29,802.10						\$	29,802.10	\$	329,973.21	8.28%			
1695 Owner's Representative (Veridus)	\$	159,598.01	\$	6,963.84						\$	6,963.84	\$	152,634.17	4.36%			
1705 Owner's Representative Reimbursables (Veridus)	\$	5,000.00	\$	237.11						\$	237.11	\$	4,762.89	4.74%			
1715 Reconcile	\$	(23,319.51)								\$	-	\$	(23,319.51)	0.00%			
1720 Fire Department Total:	\$	9,981,339.50	\$	585,898.87	\$	735,440.29	\$	-	\$	-	\$	-	\$	1,321,339.16	\$	8,660,000.35	13.24%
Total:	\$	15,575,000.00	\$	910,659.18	\$	1,166,808.97	\$	-	\$	-	\$	-	\$	2,077,468.15	\$	13,497,531.85	13.34%

DRAW SCHEDULE

Cedar Lake Fire Dept HQ

	Draw Amount	Remaining Balance
Jan-23	\$216,540.16	\$9,764,799.34
Feb-23	\$100,418.76	\$9,664,380.58
Mar-23	\$84,049.53	\$9,580,331.05
Apr-23	\$102,111.75	\$9,478,219.30
May-23	\$50,544.00	\$9,427,675.30
Jun-23	\$19,808.46	\$9,407,866.84
Jul-23	\$12,426.21	\$9,395,440.63
Aug-23	\$735,440.29	\$8,660,000.34
Sep-23		\$8,660,000.34
Oct-23		\$8,660,000.34
Nov-23		\$8,660,000.34
Dec-23		\$8,660,000.34
Jan-24		\$8,660,000.34
Feb-24		\$8,660,000.34
Mar-24		\$8,660,000.34
Apr-24		\$8,660,000.34
May-24		\$8,660,000.34
Jun-24		\$8,660,000.34
Jul-24		\$8,660,000.34
Aug-24		\$8,660,000.34

DRAW SCHEDULE

Cedar Lake Police Department HQ

	Draw Amount	Remaining Balance
Jan-23	\$102,198.00	\$5,491,462.50
Feb-23	\$60,508.74	\$5,430,953.76
Mar-23	\$50,645.23	\$5,380,308.53
Apr-23	\$61,528.87	\$5,318,779.66
May-23	\$30,456.00	\$5,288,323.66
Jun-23	\$11,935.88	\$5,276,387.78
Jul-23	\$7,487.59	\$5,268,900.19
Aug-23	\$431,368.68	\$4,837,531.51
Sep-23		\$4,837,531.51
Oct-23		\$4,837,531.51
Nov-23		\$4,837,531.51
Dec-23		\$4,837,531.51
Jan-24		\$4,837,531.51
Feb-24		\$4,837,531.51
Mar-24		\$4,837,531.51
Apr-24		\$4,837,531.51
May-24		\$4,837,531.51
Jun-24		\$4,837,531.51
Jul-24		\$4,837,531.51
Aug-24		\$4,837,531.51

DRAW SCHEDULE

Combined

	Draw Amount	Remaining Balance
May-23	\$318,738.16	\$15,256,261.84
Feb-23	\$160,927.50	\$15,095,334.34
Mar-23	\$134,694.76	\$14,960,639.58
Apr-23	\$163,640.62	\$14,796,998.96
May-23	\$81,000.00	\$14,715,998.96
Jun-23	\$31,744.34	\$14,684,254.62
Jul-23	\$19,913.80	\$14,664,340.82
Aug-23	\$1,166,808.97	\$13,497,531.85
Sep-23	\$0.00	\$13,497,531.85
Oct-23	\$0.00	\$13,497,531.85
Nov-23	\$0.00	\$13,497,531.85
Dec-23	\$0.00	\$13,497,531.85
Jan-24	\$0.00	\$13,497,531.85
Feb-24	\$0.00	\$13,497,531.85
Mar-24	\$0.00	\$13,497,531.85
Apr-24	\$0.00	\$13,497,531.85
May-24	\$0.00	\$13,497,531.85
Jun-24	\$0.00	\$13,497,531.85
Jul-24	\$0.00	\$13,497,531.85
Aug-24	\$0.00	\$13,497,531.85



August 28, 2023

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

PROJECT: Cedar Lake Public Safety Complex—Fire Headquarters
GM Development, Disbursement Request 08/11/2023

Dear Mr. Salatas,

Pursuant to the BOT Agreement (Fire Department Headquarters Project) executed by and between the Town of Cedar Lake (the Town) and GM Development Companies (the Developer), and dated December 22, 2022, the Developer has submitted Disbursement Request 08/11/2023 in the amount of \$735,440.29. This amount is to be drawn from the bond proceeds: **\$735,440.29 from bond proceeds.**

Per Schedule 1 of the Disbursement Request, please note that the payee for this disbursement is "GM Development Companies LLC" in the amount of \$735,440.29.

In accordance with the Contract Documents and the Agreement, this Disbursement Request includes costs incurred by the developer to date in construction of the fire headquarters. Veridus submits to the Town that based upon site visits, digital communications, and the data comprising the provided invoice presented by the Developer, to the best of our knowledge, information and belief, construction has progressed as indicated, the quality of work is in accordance with the Contract Documents, and the Developer is entitled to the payment of the amount approved.

Comments:

1. The invoiced amounts generally agree with progress in the field. Site Demolition/Earthwork is billed to 38%, which reflects progress to date (see photos included below).
2. Sanitary and Water Tap Fees as well as Insurance and Bonding are billed to 100%.
3. General Conditions is billed to 14%, which is reasonable at this time. Management is billed to 8% as well as Overhead and Profit. These amounts seem appropriate at this time and correspond to overall total project billing of 7.4%.
4. As this disbursement request only applies to the Fire Headquarters, 100% (\$735,440.29) shall be allocated to the Firehouse project.
5. The schedule of values included in the Disbursement Request is still going through the process of finalization and therefore should be expected to change. It is anticipated that the final version of the schedule will be included with next month's payment application and that no further changes will occur after that billing.
6. Developer's lien waiver has been submitted and is included below.

For your reference I have enclosed the Developer's Disbursement Request-08/11/2023. Please contact me with any questions or comments you may have.

Sincerely,

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

Lance Snedeker
Veridus Group



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 202654
Date 08/15/2023
Project 2021.0204 CEDAR LAKE MUNICIPAL
COMPLEX

Reimbursables

	Date	Units	Rate	Billed Amount
Mileage				
	07/12/2023	286.00	0.655	187.33
Site visit--check progress				
	07/18/2023	286.00	0.655	187.33
site visit and onsite meeting with Brad (Core)				
	Subtotal			374.66
	Reimbursables subtotal			374.66

Description	Contract Amount	Prior Billed	Current Billed
Bidding, Construction & Closeout	190,000.00	33,480.00	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	102,480.00	11,160.00

Invoice total 11,534.66

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			
202654	08/15/2023	11,534.66	11,534.66				
Total		23,233.07	11,534.66	11,698.41	0.00	0.00	0.00

Approved by:

David C. Rainey
Director, Owner's Representation Group

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



4275 North High School Road, Indianapolis, IN 46254
317.293.3542
www.vsengineering.com

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

Invoice number 501002
Date 08/21/2023

Project **2205010 Cedar Lake Sidewalks - East Lakeshore Drive**

Billing Period Ending: 07/31/2023

Des. No. 2101110
Cline Ave. RAB to Town Hall grounds (Constitution Ave.)

Topographic Survey Data Collection

Survey - VS Engineering

	Hours	Rate	Billed Amount
Project Manager I	2.00	146.04	292.08
Project Surveyor I	3.50	107.28	375.48
	4.00	112.32	449.28
Survey Technician I	32.00	64.20	2,054.40
	6.00	67.22	403.32
Survey Technician II	32.00	80.62	2,579.84
	Units	Rate	Billed Amount
Miles	539.00	0.49	264.11
Phase subtotal			6,418.51

Topo - Quigg Engineering

	Hours	Rate	Billed Amount
Engineer II	26.00	110.18	2,864.68
			Billed Amount
Quigg Engineering, Inc.			30,375.00
Phase subtotal			33,239.68
Topographic Survey Data Collection subtotal			39,658.19

Design

Project Administration

	Hours	Rate	Billed Amount
Project Manager I	2.50	146.04	365.10
	2.00	152.90	305.80
Phase subtotal			670.90

Stage 1 30%

	Hours	Rate	Billed Amount
Engineer II	6.00	110.18	661.08

Design

Stage 1 30%

	Hours	Rate	Billed Amount
Project Manager I	0.50	152.90	76.45
Phase subtotal			737.53
Design subtotal			1,408.43

Invoice total **41,066.62**

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Remaining	Current Billed
Topographic Survey Data Collection					
Survey - VS Engineering	59,700.00	146.04	6,564.55	53,135.45	6,418.51
Topo - Quigg Engineering	45,750.00	0.00	33,239.68	12,510.32	33,239.68
Subtotal	105,450.00	146.04	39,804.23	65,645.77	39,658.19
Design					
Project Administration	9,700.00	1,513.02	2,183.92	7,516.08	670.90
Stage 1 30%	0.00	1,028.69	1,766.22	-1,766.22	737.53
Subtotal	9,700.00	2,541.71	3,950.14	5,749.86	1,408.43
Utility Coordination	8,300.00	0.00	0.00	8,300.00	0.00
Environmental Services	5,600.00	0.00	0.00	5,600.00	0.00
Total	129,050.00	2,687.75	43,754.37	85,295.63	41,066.62

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
501001	05/22/2023	2,687.75				2,687.75	
501002	08/21/2023	41,066.62	41,066.62				
	Total	43,754.37	41,066.62	0.00	0.00	2,687.75	0.00

For questions about this invoice please reply to AR@vsengineering.com or call 317-293-3542.

PLEASE NOTE: VS ENGINEERING, INC. HAS NOT CHANGED BANK ACCOUNTS FOR PAYMENTS. BEWARE OF SCAM EMAILS OR LETTERS ASKING TO CHANGE OUR DIRECT DEPOSIT INFORMATION!!! PLEASE ALWAYS CALL TO VERIFY SHOULD YOU RECEIVE ANY EMAILS OR LETTERS REQUESTING THIS TYPE OF CHANGE.

Invoice Supporting Detail

2205010 Cedar Lake Sidewalks - East Lakeshore Drive

**Topographic Survey Data Collection
Survey - VS Engineering**

Phase Status: Active

Billing Cutoff: 07/31/2023

Date	Units	Rate	Amount
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Labor WIP Status: Billable

Project Manager I

Tim G. Hollandsworth

Billable Time	06/02/2023	1.00	146.04	146.04
Billable Time	06/22/2023	1.00	146.04	146.04
Subtotal		2.00		292.08

Project Surveyor I

Andrew B. McClelland

Billable Time	06/20/2023	2.00	107.28	214.56
Billable Time	06/26/2023	1.50	107.28	160.92
Billable Time	07/26/2023	0.50	112.32	56.16
Billable Time	07/27/2023	2.50	112.32	280.80
Billable Time	07/31/2023	1.00	112.32	112.32
Subtotal		7.50		824.76

Survey Technician I

Dustin L. Siebert

Billable Time	06/26/2023	10.00	64.20	642.00
Billable Time	06/27/2023	8.00	64.20	513.60
Billable Time	06/29/2023	10.00	64.20	642.00
Billable Time	06/30/2023	3.00	64.20	192.60
Billable Time	06/30/2023	1.00	64.20	64.20
Subtotal		32.00		2,054.40

Robert J. Street

Billable Time	07/27/2023	1.50	67.22	100.83
Billable Time	07/28/2023	4.50	67.22	302.49
Subtotal		6.00		403.32

Survey Technician II

Kale D. Burkett-Rader

Billable Time	06/26/2023	10.00	80.62	806.20
Billable Time	06/27/2023	8.00	80.62	644.96
Billable Time	06/29/2023	9.00	80.62	725.58
Billable Time	06/29/2023	1.00	80.62	80.62
Billable Time	06/30/2023	4.00	80.62	322.48
Subtotal		32.00		2,579.84
Labor total		79.50		6,154.40

Expense WIP Status: Billable

Kale D. Burkett-Rader

Expense Report

Mileage-Company Vehicle	06/26/2023	186.00	0.49	91.14
Mileage-Company Vehicle	06/27/2023	180.00	0.49	88.20
Mileage-Company Vehicle	06/29/2023	173.00	0.49	84.77
Subtotal		539.00		264.11
Expense total		539.00		264.11

Invoice Supporting Detail

2205010 Cedar Lake Sidewalks - East Lakeshore Drive

Phase Summary

	Contract	Billed	%	Remaining	%
Labor	59,700.00	6,300.44	11	53,399.56	89
Expense		264.11		-264.11	
Total	59,700.00	6,564.55	11	53,135.45	89

Topographic Survey Data Collection
Topo - Quigg Engineering

Phase Status: Active

Billing Cutoff: 07/31/2023

Date	Units	Rate	Amount
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Labor WIP Status: Billable

Engineer II

Steve Fleming

Billable Time	07/11/2023	9.00	110.18	991.62
Billable Time	07/12/2023	8.00	110.18	881.44
Billable Time	07/13/2023	5.00	110.18	550.90
Billable Time	07/14/2023	4.00	110.18	440.72
Subtotal		26.00		2,864.68
Labor total		26.00		2,864.68

Consultant WIP Status: Billable

Quigg Engineering, Inc.

Subconsultant	07/01/2023			30,375.00
Subtotal				30,375.00
Consultant total				30,375.00

Phase Summary

	Contract	Billed	%	Remaining	%
Labor		2,864.68		-2,864.68	
Consultant	45,750.00	30,375.00	66	15,375.00	34
Total	45,750.00	33,239.68	73	12,510.32	27

Design
Project Administration

Phase Status: Active

Billing Cutoff: 07/31/2023

Date	Units	Rate	Amount
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Labor WIP Status: Billable

Project Manager I

Tim G. Hollandsworth

Billable Time	05/01/2023	1.00	146.04	146.04
Billable Time	06/07/2023	1.50	146.04	219.06
Billable Time	07/05/2023	1.00	152.90	152.90
Billable Time	07/09/2023	1.00	152.90	152.90
Subtotal		4.50		670.90
Labor total		4.50		670.90

Invoice Supporting Detail

2205010 Cedar Lake Sidewalks - East Lakeshore Drive

Phase Summary					
	Contract	Billed	%	Remaining	%
Labor	9,700.00	2,183.92	23	7,516.08	77
Total	9,700.00	2,183.92	23	7,516.08	77

Design
Roadway Design
Stage 1 30%

Phase Status: Active

Billing Cutoff: 07/31/2023					
		Date	Units	Rate	Amount
Labor	WIP Status: Billable				
Engineer II					
Steve Fleming					
Billable Time	07/06/2023	6.00	110.18	661.08	
	Subtotal	6.00		661.08	
Project Manager I					
Tim G. Hollandsworth					
Billable Time	07/27/2023	0.50	152.90	76.45	
	Subtotal	0.50		76.45	
	Labor total	6.50		737.53	

Phase Summary					
	Contract	Billed	%	Remaining	%
Labor		1,766.22		-1,766.22	
Total		1,766.22		-1,766.22	

Invoice Summary					
	Contract	Billed	%	Remaining	%
Labor	83,300.00	13,115.26	16	70,184.74	84
Expense		264.11		-264.11	
Consultant	45,750.00	30,375.00	66	15,375.00	34
Total	129,050.00	43,754.37	34	85,295.63	66

VS Engineering, Inc.

Page 1 of 2

Name: Kale D. Burkett-Rader				Report Dates:		Report Amounts:						
Description: Truck 36						Begin Date 6/25/2023		Advance Amount 0.00				
Notes:						End Date 7/1/2023		Total Amount 678.96				
Date	ID	Project Description	Phase	Expense Item	Payee	Units	Rate	Amount	Reference	Credit Card	Import	Prsnl
6/26/2023	2205010	Cedar Lake Sidewalks - East Lakeshore Drive	Topographic Survey Data Collection Survey - VS Engineering	Mileage-Company Vehicle	Truck 36	186.00	0.5850	108.81		Company Vehicle Mileage	£	£
6/27/2023	2205010	Cedar Lake Sidewalks - East Lakeshore Drive	Topographic Survey Data Collection Survey - VS Engineering	Mileage-Company Vehicle	Truck 36	180.00	0.5850	105.30		Company Vehicle Mileage	£	£
6/29/2023	2205010	Cedar Lake Sidewalks - East Lakeshore Drive	Topographic Survey Data Collection Survey - VS Engineering	Mileage-Company Vehicle	Truck 36	173.00	0.5850	101.21		Company Vehicle Mileage	£	£

Expense Report

VS Engineering, Inc.

Monday, August 21, 2023

Page 2 of 2

6[REDACTED]023

Total: XXXXXXXXXX

Advance: 0.00

Credit Card: XXXXXXXXXXXX

Personal:	0.00
-----------	------

Net Due: 4

Employee Signature

Date

Manager Signature

Date _____

Approval:	Name	Approved
Supervisor:	Matthew R. Healy	07/03/23
Accounting:	Cindy Short	07/05/23

Name: Kale D. Burkett-Rader

Notes

Date	ID	Project Description	Phase	Expense Item	Payee	Credit Card	Personal
6/30/2023				Telephone Expense			£
Employee Notes: <i>reimbursement for use of personal cell phone</i>							

**Quigg Engineering Inc.**

1845 South Main St.
Jacksonville, IL 62650
217-245-5375

VS Engineering
412 Perry Street
LaPorte, IN 46350
Timothy Hollandsworth

Invoice number 23IN00101
Date 06/16/2023

Project **23IN001 - VS ENGINEERING - QEI -
LAKE SHORE DR CEDAR LAKE**

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
ADMIN / QA/QC	4,100.00	50.00	0.00	2,050.00	2,050.00	50.00	2,050.00
FIELD SURVEY	35,000.00	50.00	0.00	17,500.00	17,500.00	50.00	17,500.00
OFFICE PROCESSING	4,500.00	50.00	0.00	2,250.00	2,250.00	50.00	2,250.00
OFFICE SUPPORT	2,150.00	50.00	0.00	1,075.00	1,075.00	50.00	1,075.00
SET CONTROL AND LEVEL CIRCUIT	7,500.00	100.00	0.00	7,500.00	0.00	0.00	7,500.00
Total	53,250.00	57.04	0.00	30,375.00	22,875.00	42.96	30,375.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
23IN00101	06/16/2023	30,375.00	30,375.00				
	Total	30,375.00	30,375.00	0.00	0.00	0.00	0.00



Mishawaka, IN / 574.254.9050
Tipton, IN / 317.896.2987
Ionia, MI / 616.527.0050
Fenton, MI / 810.215.1295
Lombard, IL / 630.708.3212
Boulder, CO / 574.286.0765
Littleton, CO / 303.968.7920

March 22, 2023

Chris Salatas
Town of Cedar Lake
7408 Constitution Avenue
Cedar Lake, IN 46303

RE: Proposal for Professional Services – New Well Site Survey and Construction Permit - Founder's Creek Production Well, Town of Cedar Lake, Indiana

Dear Chris:

Peerless-Midwest, Inc. (PMI) appreciates this opportunity to provide professional services to the Town of Cedar Lake, Indiana. The proposed scope of work outlined below includes preparing and submitting the New Well Site Survey and Construction Permit to the Indiana Department of Environmental Management (IDEM) for the construction of the proposed production well at the Founder's Creek Development east of Morse Street and south of W 135th Avenue.

SCOPE OF WORK

Task 1 – New Well Site Survey Permitting

PMI will complete the required New Well Site Survey (NWSS) application for a new production well. Elements include determining property boundaries for the parcel, establishing sanitary setback/ isolation from the well, and identifying potential contaminant sources within 3,000 feet of the proposed well location. PMI will coordinate with the IDEM Field Inspector to conduct the required well site visit. The estimated time for IDEM approval of the NWSS is 60 days.

Task 2- Construction Permit Permitting

After the NWSS is submitted and approved, PMI will complete and submit the Construction Permit (CP) application. Elements include establishing property ownership, proposed pump installation plans, and proposed well construction details. The estimated time for IDEM approval of the CP is 60 to 90 days.

ESTIMATED COST

The cost for completion of Task 1 can be safely offered at: \$5,200.00. This task is straight forward and is rarely variable when dealing with IDEM which enables us to offer firm pricing.

Task 2 involves the potential for IDEM to kick-back our design for amendments. For this reason, it is hard to nail-down and exact cost. Therefore, Task 2 is estimated between: \$4,900-\$6,650.00. The final billing

will be based on the actual time it takes to get the Construction Permit through the IDEM acceptance phase.

Based on the above, the combined cost for both Tasks will not exceed: \$11,850.00.

* * *

PMI appreciates the opportunity to provide the Utility with this proposal, and we look forward to working with you on this project. Should you have any questions, or should you like to discuss this proposal further, please call me or Tim Hill at the office number below.

Sincerely,

PEERLESS-MIDWEST, INC.



Chad Plummer
Project Manager

cc: Megan Fleig, Project Hydrogeologist, PMI

TERMS & ACCEPTANCE

All pricing is based upon acceptance within 30 days of this date and may be modified if not accepted within this time frame. Quoted prices do not include Indiana state sales tax on materials, which will be itemized separately from labor and service when the work is billed.

Terms are net and not subject to discount, and invoices are to be paid in full without retainage within 30 days of presentation. All invoices not paid within 30 days will be subject to 2% per month service and handling fees, plus any court and/or attorney fees required for collection.

ACCEPTED this ____ day of _____, 2023.

By: _____

For: **Town of Cedar Lake, Indiana**

Printed Name: _____

Title: _____

**Proposal for Professional Services
New Well Site Survey and Construction Permit
Town of Cedar Lake, Indiana**



Mishawaka, IN / 574.254.9050
Tipton, IN / 317.896.2987
Ionia, MI / 616.527.0050
Fenton, MI / 810.215.1295
Lombard, IL / 630.708.3212
Boulder, CO / 574.286.0765
Littleton, CO / 303.968.7920

November 30, 2022

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

RE: Proposal for Professional Hydrogeologic Services, Town of Cedar Lake, Indiana

Dear Chris:

Peerless-Midwest, Inc. (PMI) appreciates this opportunity to provide professional hydrogeologic consulting services to the Town of Cedar Lake. Under this agreement, miscellaneous services related to test drilling oversight will be provided.

Under this agreement, professional services would be provided only on an as-needed basis. Professional services will then be billed on a time and material basis at an hourly rate of \$145 per hour.

We appreciate the opportunity to provide you with this Miscellaneous Services Agreement. If this agreement meets your approval, please sign the attached and return a copy for our records. Should you have any questions, please call me at (574) 254-9050.

Sincerely,

PEERLESS-MIDWEST, INC.

Megan L. Fleig, P.G.
Project Hydrogeologist

cc: Chad Plummer, Project Manager, PMI

TERMS

All pricing is based upon acceptance within 30 days of this date and may be modified if not accepted within 30 days. Terms are net, not subject to discount, and invoices are to be paid in full without retainage within 30 days of presentation. All invoices not paid within 30 days will be subject to 2% per month service and handling fees, plus any court and/or attorney fees required for collection.

ACCEPTANCE

Title _____

Date _____

By: _____

For _____

Proposal for Professional Hydrogeologic Services, Town of Cedar Lake, Indiana



INVOICE

New Remit to Address:

55860 Russell Industrial Pkwy.
Mishawaka, IN 46545

Bill To:

Town of Cedar Lake
Attention: Accounts Payable
7408 Constitution Avenue
Cedar Lake, IN 46303

Ship To:

P: 574-254-9050 / F: 574-254-9650

DATE: July 18, 2023

Invoice # 73587

PO # Chris Salatas

PM: CAP

PN: 57769

FN: 57769

CN: 8305

Tax Exempt: Yes / Pol. Sub

Professional Hydrogeologic Services

Provide professional hydrogeologic consulting services to the town of Cedar Lake related to test drilling oversight as outlined in our approved signed proposal dated November 30, 2022 as follows:

5/4/2023 - 8.5 hrs
5/5/2023 - 5.5 hrs
5/8/2023 - 1 hr
5/11/2023 - 9 hrs
5/15/2023 - 3 hrs
5/17/2023 - 4 hrs
5/23/2023 - 3 hrs
5/24/2023 - 8 hrs
5/25/2023 - 3 hrs
5/31/2023 - 1 hr
6/1/2023 - 4 hrs
6/8/2023 - 2 hrs
6/9/2023 - 2 hrs
6/14/2023 - 1 hr
6/15/2023 - 1 hr
Water Chemistry Analysis



\$1,232.50
\$797.50
\$145.00
\$1,305.00
\$435.00
\$580.00
\$435.00
\$1,160.00
\$435.00
\$145.00
\$580.00
\$290.00
\$290.00
\$145.00
\$145.00
\$550.00

TOTAL \$8,670.00

OUR PAYMENT TERMS ARE NET 30
THANK YOU FOR YOUR BUSINESS!

2023 07 18 14:54

December 6, 2022

**Public Meeting Advertised for 6:30 PM
Conducted at the Cedar Lake Town Hall
Pledge of Allegiance & Moment of Silence**



Roll Call:

Present	Robert H. Carnahan Board Member	Ward 1	Present	Colleen Schieben Board Member	Ward 6
Present	John Foreman Board Member	Ward 2	Present	Richard Sharpe Board President	Ward 7
Present	Julie Rivera Board Member	Ward 3	Present	Jennifer N. Sandberg, IAMC, CMC, CPFIM Clerk-Treasurer	
Present	Ralph Miller Board Vice President	Ward 4	Present	Chris Salatas Town Manager	
Present	Randell Niemeyer Board Member	Ward 5	Present	David Austgen Town Attorney	

NEW BUSINESS

1. Approval of Minutes – November 15, 2022

A motion to accept and waive the reading of the minutes was made by Randy Niemeyer with second by John Foreman. Roll Call: Carnahan – Yes, Foreman – Yes, Rivera – Yes, Niemeyer – Yes, Schieben – Yes, Miller – Yes, Sharpe – Yes. Vote 7 - 0.

2. NIES Pay Request No. 2 for the Utopia Water Main Replacement Project in the amount of \$469,053.00 payable to Gatlin Plumbing

Mr. Simstad stated Pay Request No. 2 for the Utopia Water Main Replacement Project was in the amount of \$469,053. Mr. Niemeyer asked about the driveway cuts. He stated there have to be a few more. Mr. Simstad stated the contractor will be doing temporary cold patch through the winter so it is smooth and solid. This way folks are able to plow and snow blow. In the spring, the contractor will come back and concrete if it was concrete or asphalt. A brief discussion continued on the project and driveway completion. Mr. Niemeyer briefly discussed tree replacement for this project and future projects. He discussed getting a program started for replacement trees in neighborhoods.

A motion to approve was made by John Foreman with second by Colleen Schieben. Roll Call: Carnahan – Yes, Foreman – Yes, Rivera – Yes, Niemeyer – Yes, Schieben – Yes, Miller – Yes, Sharpe – Yes. Vote: 7 – 0.

3. Ratify Peerless Midwest Professional Services Engagement for Hydrogeologic Consulting and Miscellaneous Services related to test drilling at a rate of \$145/hour

Mr. Salatas explained this engagement letter is for fracture trace analysis services to locate potential well sites. They will be doing the drilling and work with Sheehy Well Co. on location. The rate is \$145 per hour.

A motion to approve was made by Randy Niemeyer with second by Julie Rivera. Mr. Foreman asked if they should have a not to exceed amount. Discussion continued on scope of project and hours anticipated for the work related to a test well. Mr. Niemeyer amended his motion to include a not to exceed amount of 40 hours billed. Mr. Foreman noted that is equal to \$5,800. Mrs. Rivera concurred. Roll Call: Carnahan – Yes, Foreman

– Yes, Rivera – Yes, Niemeyer – Yes, Schieben – Yes, Miller – Yes, Sharpe – Yes. Vote: 7 – 0.

4. Future Water Capacity Needs Planning Discussion

Mr. Salatas stated there is a need to provide additional capacity within the water system and extend the system further. This is a standing topic for the Utility Board. There is substantial interest in the US 41 Corridor. This is to make sure the Town is staying ahead of the curve. This way they can meet the needs of residents and developers without compromising either. Mr. Niemeyer added they discussed making this a standing item to keep the urgency and attention to it. Once the US 41 corridor begins to develop, it will be like an avalanche. He discussed not wanting to miss opportunity. Discussion continued.

5. Written Report

- a. Fund Report – No report.

6. Consultant(s) & Staff Report(s)

- a. Engineer - NIES
 - i. Sanitary Update - Mr. Simstad reported the WSSSI Project 1 is scheduled to begin in January. Design is complete on project 2. Once the final parcels are acquired, they will proceed with IDEM for permitting and then the bid process.
 - ii. Water update - For water, they are looking at capacity needs. The Utopia project continues. Excavation work has started on the water tank. They will be moving on to foundation next. The water transmission main project will begin in late January. The upgrades and improvements for the tank at Parrish Avenue are proceeding on a staff level. Mr. Carnahan asked about the park equipment at Krystal Oaks. Mr. Simstad stated he spoke with Tim King. Mr. King met with the contractor and public works staff will be working to reassemble the equipment north of the proposed tank site. A brief discussion continued on the park and project area.
- b. Director of Operations/Superintendent
 - iii. Operation & Maintenance Report - Mr. Kubiak reported they are working on getting the electric and pumps upgraded at the Parrish Water Tower. They are working on coordinating all the different contractors as well as NIPSCO. They are still waiting on a control panel for Lift Station #8. Mr. Foreman asked what exactly they are waiting for. Mr. Kubiak stated they are waiting for Xylem to build the cabinet and drives. A brief discussion continued on the project.
- c. Town Attorney – No report.

7. JMOB Report - None

PUBLIC COMMENT

None

ADJOURNMENT President Sharpe adjourned the meeting at approximately 6:57 PM.

August 31, 2023

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

Attention: Jennifer Sandberg – Clerk-Treasurer

Subject: Stage 2 – Cedar Lake Dredging
Pay Request No. 3
(CBBEL Project No. 220178)

Dear Town Council Members:

Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Pay Request #3 in the amount of \$1,103,594.31 submitted by Dredge America, Inc. dated July 31, 2023. Based on the completed and observed work to date, CBBEL recommends payment in the following amount:

Total Improvements:	This Estimate	To Date
Value of Work Completed:	\$1,226,215.90	\$1,945,107.60
Less Retainage:	\$122,621.59	\$194,510.76
Balance:	\$1,103,594.31	\$1,750,596.84
Less Previous Payments:	n/a	\$647,002.53
Amount Due This Payment:	\$1,103,594.31	\$1,103,594.31

Please find attached copies of Invoice #3 from Dredge America, Inc. and the Pay Estimate #3 Report from CBBEL. Dredge quantities are estimated. An as-built survey will be required at the "close-out" of each dredge area as noted in the construction plan set. Any adjustments to the dredge sediment quantity for each area will be made at that time and as necessary. Dredge America, Inc. has included the attached letter acknowledging receipt of Invoice #2 payment.

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

Sincerely,

A black rectangular box redacting the signature of Donald C. Oliphant.

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

Encl.: As noted.

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

P:\Cedar Lake\220178 - SDF Construction Observation\Stage 2 Pay Apps\#3\Dredge CBBEL Pay App Review #3_083123.docx

TOWN OF CEDAR LAKE, IN
CEDAR LAKE DREDGING

CONTRACTOR: Dredge America, In.
DATE: 8/31/2023
ESTIMATE NO. 3
PROJECT: Cedar Lake Dredging
PROJECT #: [REDACTED]

CBBEL PAY ESTIMATE REPORT

ITEM	DESCRIPTION	CONTRACT QUANTITY	UNIT OF MEASURE	UNIT PRICE	CONTRACT COST	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY TO DATE	PERCENT UTILIZED	CONTRACT AMOUNT TO DATE
1	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 675,000.00	\$ 675,000.00	0.00	\$ -	0.70	70.0%	\$ 472,500.00
2	CONSTRUCTION ENGINEERING	1	LS	\$ 100,000.00	\$ 100,000.00	0.00	\$ -	0.10	10.0%	\$ 10,000.00
3	AS-BUILT SURVEY	1	LS	\$ 100,000.00	\$ 100,000.00	0.05	\$ 5,000.00	0.05	5.0%	\$ 5,000.00
4	OPERATION, MAINTENANCE, MONITORING, TESTING OF THE SDF	1	LS	\$ 100,000.00	\$ 100,000.00	23.960%	\$ 23,960.24	0.29	28.6%	\$ 28,598.24
5	DREDGING SEDIMENT	439,090	CYS	\$ 11.38	\$ 4,996,844.20	105,207.00	\$ 1,197,255.66	125,572.00	28.6%	\$ 1,429,009.36
TOTAL							\$ 1,226,215.90		TOTAL	\$ 1,945,107.60
Awarded Contract Value:			\$ 5,975,000.00	ORIGINAL CONTRACT					\$ 5,975,000.00	
Current Contract Value:			\$ 5,971,844.20	TOTAL CHANGE ORDERS					\$ (3,155.80)	
Current Awarded CO Value:			--	REVISED CONTRACT					\$ 5,971,844.20	
Projected Total CO's Value:			--	COMPLETED TO DATE					\$ 1,945,107.60	
				RETAINAGE				10.00%	\$ 194,510.76	
Percent Complete (Awarded):			32.55%	TOTAL EARNED LESS RETAINAGE					\$ 1,750,596.84	
Percent Complete (Current):			32.57%	LESS PREVIOUS REQUESTS					\$ 647,002.53	
				CURRENT AMOUNT DUE					\$ 1,103,594.31	

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

(816) 330-3100

INVOICE**SOLD TO:**Town of Cedar Lake
P.O. Box 707
7408 Constitution Avenue
Cedar Lake, IN 46303INVOICE NUMBER 3300
INVOICE DATE July 31, 2023
PURCHASE ORDER NO
ORDERED BY
TERMS NET 30
DUE DATE August 30, 2023**SHIPPED TO:**Cedar Lake
Cedar Lake, IN 46303

ITEM NO	DESCRIPTION OF WORK	CURRENT QUANTITY	UNIT PRICE	WORK COMPLETED PREVIOUS APPLICATION	WORK COMPLETED CURRENT APPLICATION
	Dredging Improvements to Cedar Lake, Lake County, IN				
1	Mobilization/Demobilization	0.00	\$ 675,000.00	\$ 472,500.00	\$ -
2	Construction Engineering	0.00	\$ 100,000.00	\$ 10,000.00	\$ -
3	As-Built Survey	1.00	\$ 100,000.00	\$ -	\$ 5,000.00
4	Operation, Maintenance, Monitoring & Testing of the SDF	1.00	\$ 100,000.00	\$ 4,638.00	\$ 23,960.24
5	Dredging Sediment	105207.00	\$ 11.38	\$ 231,753.70	\$ 1,197,255.66
			Totals	\$ 718,891.70	
SUBTOTAL					\$ 1,226,215.90
RETAINAGE					(122,621.59)
SALES TAX					0.00
					\$1,103,594.31
					PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:Keely Brock
(816) 330-3100
email: [REDACTED]**ELECTRONIC PAYMENT INSTRUCTIONS:**Dredge America, Inc.
Wells Fargo
Acc [REDACTED]
Routing [REDACTED]**THANK YOU FOR YOUR BUSINESS!**

SCHEDULE OF VALUES



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

APPLICATION NO.: 3
APPLICATION DATE: 07/31/23

INVOICE NO.: 3

ITEM NO.	DESCRIPTION OF WORK	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT	WORK COMPLETED				MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	% COMPLETED*	BALANCE TO FINISH	Retainage Total 10%	
						FROM PREVIOUS APPLICATIONS	YARDS FROM PREVIOUS APPLICATIONS	YARDS THIS APPLICATION	THIS PERIOD						
BASE CONTRACT PRICES															
Phase 1															
1	Mobilization/Demobilization	LS	1	\$ 675,000.00	\$ 675,000.00	\$ 472,500.00				\$ -	\$ 472,500.00	70%	\$ 202,500.00	\$ 47,250.00	
2	Construction Engineering	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 10,000.00				\$ -	\$ 10,000.00	10%	\$ 90,000.00	\$ 1,000.00	
3	As-Built Survey	LS	1	\$ 100,000.00	\$ 100,000.00	\$ -			\$ 5,000.00	\$ -	\$ 5,000.00	5%	\$ 95,000.00	\$ 500.00	
4	Operation, Maintneance, Monitoring, & Testing Of The SDF	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 4,638.00			\$ 23,960.24	\$ -	\$ 28,598.24	28.60%	\$ 71,401.76	\$ 2,859.82	
5	Dredging Sediment	CYS	439,090	\$ 11.38	\$ 4,996,844.20	\$ 231,753.70	20365	105207	\$ 1,197,255.66	\$ -	\$ 1,429,009.36	28.60%	\$ 3,567,834.84	\$ 142,900.94	
TOTAL THIS APPLICATION					\$ 5,971,844.20	\$ 718,891.70			\$ 1,226,215.90	\$ -	\$ 1,945,107.60	32.57%	\$ 4,026,736.60	\$ 194,510.76	

TOTAL PAYMENT DUE \$ 1,103,594.31

RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

Dated: 08/31/2023

The undersigned hereby acknowledges receipt of the sum of \$ 212,752.53.

CHECK ONLY ONE:

☐

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

☒

2) As payment for all labor, skill, and material furnished or to be furnished (except the sum of \$ 23,639.17 to be held as retainage or holdback of payment).

☐

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

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

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

Subcontract Name	Amount Outstanding	Scope of Work

Company: Dredge America, Inc.

Signed: 

Name: Keely Brock

Its: CFO

Date: 08/31/2023

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

Please return this lien waiver to:

Donald Oliphant - Christopher B. Burke Engineering, Ltd.