



TOWN COUNCIL PUBLIC MEETING AGENDA

September 19, 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: Ordinance No. 1466, Annexation Ordinance (*Howkinson Farm – Cont'd from 9/5/23*)

PUBLIC COMMENT (*on agenda items*):

CONSENT AGENDA:

1. **Minutes:** August 15, 2023
2. **Claims:** All Town Funds: \$627,546.52; Wastewater Operating: \$204,103.68; Sewage Works Ref Rev Bond: \$15,350.00; Water Utility: \$61,167.96; Storm Water: \$7,379.93; Payroll: 9/14/23 - \$385,732.21-; and August Remittances \$323,907.21
3. **Manual Journal Entries:** August 1, 2023 – August 31, 2023
4. **Donations: Public Works:** In-Kind Donation of Bulk Motor Oil Dispenser & ½" Drill Press (estimated value of \$1,250), Larry Nagy (Nagy's Automotive). **K-9 Donations: \$100:** Mary Jo & Dennis Kish; and Alternative Healing Works. **\$50:** Sara Topper; and Rick Kouder. **In-kind Donations:** Custom stainless steel dog bowl and dog treats, Michele Hovbath; and Bite Suit, estimated value of \$2,000, Jason Jansma. **PD Donation:** In-kind donation of blankets for Police Cars, Amy Gorman.

ORDINANCES & RESOLUTIONS:

1. Ordinance No. 1467 Corrected – Corrections include amended Exhibit "A" Fees and adds Exhibit "B" Rules and Regulations with the appropriate language changes for same in the Ordinance
2. Ordinance No. 1472 – 2023 Salary Ordinance Amendment – Parks Crew Workers Uniform Allowance (*Received a favorable recommendation from the Park Board on 9/7/2023*)

BZA/PLAN COMMISSION

1. BZA 2023-21 Tiller Variance of Use to allow for the addition of an In-law suite in an R-2 Zoning District at 7611 W 140th Avenue (*BZA made a favorable recommendation at the September 14, 2023 meeting by a unanimous vote.*)
2. BZA 2023-23 Fasano Variance of Use to allow the Petitioner to operate a hair salon in an R-2 Zoning District at 6544 W 130th Avenue (*BZA made a favorable recommendation at the September 14, 2023 meeting by a unanimous vote.*)

NEW BUSINESS:

1. Consider approving a 3-year Service Agreement with NearMap **in the amount of \$24,000**
2. Acknowledge and Accept the Howkinson Access and Indemnity Agreement

REPORTS:

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

WRITTEN COMMUNICATION:

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

PUBLIC COMMENT:

ADJOURNMENT:

PRESS SESSION:

NEXT MEETING: Tuesday, October 3, 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: 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: 7475903

* Agency Commission not included

GROSS PRICE * : **\$27.78**

PACKAGE NAME: IN Govt Legal Rates Post Tribune

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

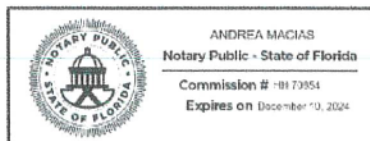
Agent

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 19, 2023

ALL TOWN FUNDS	\$627,546.52
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WASTEWATER OPERATING	\$204,103.68
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SEWAGE WORKS REF REV BOND	\$15,350.00
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WATER UTILITY	\$61,167.96
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STORM WATER	\$7,379.93
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PAYROLL 9/14/23	\$385,732.21
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AUG REMITTANCES	\$323,907.21
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TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

**CORRECTED
ORDINANCE NO. 1467**

AN ORDINANCE ESTABLISHING A FEE SCHEDULE FOR USE OF THE TOWN OF CEDAR LAKE KIWANIS DOG PARK, INCLUDING FUND USAGE REQUIREMENTS, AND FURTHER ESTABLISHING RULES AND REGULATIONS FOR USE OF THE CEDAR LAKE KIWANIS DOG PARK FACILITY, AS WELL AS ALL MATTERS RELATED THERETO.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Council"), is aware of and informed that a Dog Park Facility has been developed and established in the vicinity of Kiwanis Park (W. 137th and Parrish Avenues), in Town; Further, the Town Council is aware and advised that said Dog Park developed and established at Kiwanis Park (W. 137th and Parrish Avenues), in Cedar Lake, is on existing real estate owned by the Town, for dog park facility usage, and general park and recreation purposes; and

WHEREAS, the Town Council is aware, and has been informed, that the Dog Park facility functioning under the operational oversight and control of the Town Department of Park and Recreation, overseen by the Town Board of Parks and Recreation, has been delineated as "**The Cedar Lake Kiwanis Dog Park**"; and

WHEREAS, the Town Council has been informed and advised that the Town Board of Parks and Recreation has, at its August 3, 2023, Public Meeting, acted to recommend to the Town Council for adoption of an Ordinance establishing Rules and Regulations and fees for use of the Kiwanis Dog Park; and

WHEREAS, the Town Council has received and reviewed the Favorable recommendation of the Town Board of Parks and Recreation pertaining to the adoption of an Ordinance establishing rules and regulations, and fees, for use of the Kiwanis Dog Park, and, having considered same, now concurs and agrees herein that it is appropriate, advisable, and in the best interests of the residents of the Town of Cedar Lake to establish a fee schedule for use of the Cedar Lake Kiwanis Dog Park, while further identifying the uses to which Kiwanis Dog Park fees from the participant/user fees collected for use of said Kiwanis Dog Park Facility by participating residents and citizens.

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

SECTION ONE: That the Fee Schedule for use of the Town of Cedar Lake Kiwanis Dog Park attached hereto, incorporated herein, and marked as Exhibit "A", is hereby approved and adopted as the Participant/User Fee Schedule for Use by residents and citizens of the Kiwanis Dog Park Facility under the management and oversight of the Town Department of Parks and Recreation; further, that there is hereby established the Cedar Lake Kiwanis Dog Park Rules and Regulations Policy, as set forth in Exhibit "B", attached hereto, for use of the Cedar Lake Kiwanis Dog Park Facility.

SECTION TWO: That Participant/User Fees charged and collected for use of the Kiwanis Dog Park Facility shall be deposited into the established "**TOWN OF CEDAR LAKE SPECIAL REVENUE NON-REVERTING FEE FUND No. 403**", which shall be a Special Revenue Non-Reverting Fund under the rules, regulations and requirements of applicable Indiana Law, including the Indiana Code, as amended from time to time, as well as the Administrative Rules and Requires of the Indiana State Board of Accounts, as also amended from time to time. The Participant/User Fees collected and deposited as set forth hereinabove shall be used as set forth herein.

SECTION THREE: That all participant/user fees collected by the Town Department of Parks and Recreation from residents and citizens for use of the Town of Cedar Lake Kiwanis Dog Park, as established herein, shall be deposited into the "**TOWN OF CEDAR LAKE SPECIAL REVENUE NON-REVERTING**

FEE FUND No. 403". The participant/user fees for use of the Kiwanis Dog Park collected under the provisions of this Ordinance and deposited into the **"TOWN OF CEDAR LAKE SPECIAL REVENUE NON-REVERTING FEE FUND No. 403"** shall be utilized and expended for the maintenance, operation, and upkeep of the Kiwanis Dog Park Facility, as well as all related administrative costs and expenses related thereto.

SECTION FOUR: That the Clerk-Treasurer of the Town of Cedar Lake is authorized and directed to take all appropriate required actions to administer said **"TOWN OF CEDAR LAKE SPECIAL REVENUE NON-REVERTING FEE FUND No. 403"**, in conformance and compliance with all applicable law, as amended from time to time.

SECTION FIVE: That all existing Ordinances and Town Code provisions, or portions 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: 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 SEVEN: That this Corrected Ordinance shall take effect, and be in full force and effect, from and after its passage and adoption by the Town Council of the Town of Cedar Lake, Lake County, Indiana, and publication in conformance with applicable law.

ALL OF WHICH IS APPROVED 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

EXHIBIT "A"

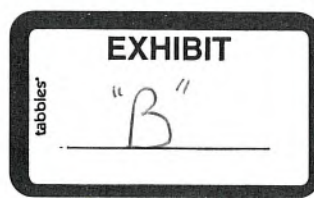
FEE SCHEDULE - THE KIWANIS DOG PARK

Participant users are required to purchase a permit each calendar year at the Cedar Lake Park Department at Cedar Lake Town Hall. Permits are valid on a calendar year basis (January 1 through December 31). For the initial permit period, permits issued any time in 2023 shall be valid for the calendar year ended December 31, 2024. Thereafter, permit issuance to participant users shall be on a calendar year basis, no matter when issued in the calendar year. Proof of current vaccinations is required. Rabies, DHPP (Distemper, Hepatitis, Parainfluenza, Parvovirus), Bordatella is not mandatory, but is strongly recommended.

<u>Dog Park Fees</u>	<u>2024</u>
Resident	\$60.00
Resident Additional Dog	\$10.00
Resident Seniors 63+	\$30.00
Resident 1 st Responders/Vet	\$30.00
Replacement Fob	\$10.00
Non-Resident	\$75.00
Non-Resident Additional Dog	\$25.00
Non-Resident Senior 63+	\$45.00
Non-Resident 1st Responder/Vet	\$45.00
Replacement Fob	\$10.00

KIWANIS DOG PARK RULES & REGULATIONS

1. Cedar Lake residents must have their pet licensed through the Cedar Lake Police Department prior to applying for a membership.
2. Only registered dogs and their owners are allowed in the dog park.
3. Memberships are valid for the calendar year (January 1- December 31).
4. Members must provide current vaccine records at the time of membership registration, renewal and upon expiration of vaccines.
5. It is the responsibility of the member to provide updated vaccine records for continued park privileges. Access fobs/codes will be deactivated until submission of updated vaccine records are provided to the park office.
6. All dogs must be current on: Rabies, Distemper, Adenovirus (Type 2) Parvovirus, Parainfluenza and Leptospirosis (DA2PPL).
7. Bordetella vaccines (Kennel Cough) are strongly recommended for dog park members. This vaccine is mandatory for dogs who are boarded, groomed, attend dog day care or socialize with other dogs.
8. Veterinarian records are the only acceptable proof of vaccination records.
9. Only Puppies 4 months or older with required vaccines are permitted within the park.
10. Aggressive dogs, ill dogs, or female dogs in heat are not permitted in the park.
11. Two dogs per owner at all times. Owner must carry 1 leash per dog.
12. For safety reasons, children 11 and under will not be permitted within the dog park area. Ages 12-17 must have adult present at all times.
13. Dogs 26 lbs. and over must use the large dog area. *(Dogs less than 26 lbs. are required to use the small dog area.)*
14. All dogs must be leashed outside of the fenced areas and walked to and from entry area.
15. When entering or exiting the park, you must ensure that all gates are securely closed behind you.
16. Be respectful of other dogs and their owners. Do not allow your dog to be a nuisance to other dogs and their owners. Do not leave your dog unattended. Dogs must remain in eyesight of the owner and be under owner's voice control at all times.
17. Unfamiliar surroundings may spark unwanted or aggressive behavior. Dogs may feel threatened or become protective or possessive of toys or people. If your pet displays any aggressive behavior, immediately leash and remove your dog from the park area.
18. Dogs that exhibit aggressive behavior must be removed from the dog park immediately. Offenders of this policy will lose their dog park privileges.
19. Do not permit your dog to run to the gate when another dog is entering/exiting. Keep entry gate area clear so that members can enter and exit without incidents.
20. Please clean up after your dog. Waste bags and dispensers are provided for your use.
21. Food, glass containers, cigarettes or alcohol are not allowed on the park premises.
22. Small bite sized dog training treats are permitted. Please respect other dogs who may have dietary restrictions and should not be given treats without owner's permission.
23. Animal abuse will not be tolerated and will be reported to authorities.
24. No prong, choke, or electric training collars are permitted as they can catch on fencing, benches, play equipment, or other dogs while playing.
25. Water access will be available April-October when the risk of freezing has passed. Members will be responsible for bringing their own water during the colder weather months. Water dishes provided by Kiwanis dog park should be emptied and turned upside down when exiting the dog park. This will ensure all members have access to safe drinking water while visiting.
26. Owners are legally and financially responsible for their dogs and any injuries or damage caused by their dogs.
27. If you or your dog are injured, you are required to exchange owners' information, including phone numbers with the other parties involved.
28. Use of the park is at your own risk, including but not limited to the risk of being bitten, knocked down, tripping or other unforeseen accidents.
29. Memberships are not transferrable or refundable.
30. Lake County Ordinance #1244F: Pit Bull and Pit Bull mixes are prohibited from participating in unleashed dog parks. We are required to uphold this ordinance and check vet records for breed at the time of membership.
31. Kiwanis Dog Park reserves the right to suspend or revoke park privileges to any member who fails to follow park rules and etiquette, or where the Cedar Lake Superintendent of Parks and Recreation has determined a member's dog, or dog owner as dangerous to others or is in violation of any applicable animal ordinances or regulations.



TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1472

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

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

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

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

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

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

Parks and Recreation

Uniform Allowance – Full-Time Crew are to receive \$350, payable annually with the last pay of September.

SECTION TWO: That this amendment shall be for the pay period beginning September 10, 2023.

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

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

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

**ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF
CEDAR LAKE, LAKE COUNTY, INDIANA, THIS 19th DAY OF SEPTEMBER, 2023.**

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

Richard Sharpe, President

John C. Foreman, Vice-President

Robert H. Carnahan, Member

Julie Rivera, Member

Nick Recupito, Member

Ralph Miller, Member

Colleen Schieben, Member

ATTEST:

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

STATE OF INDIANA)
) SS: BEFORE THE BOARD OF ZONING
COUNTY OF LAKE) APPEALS OF THE TOWN OF CEDAR
) LAKE, LAKE COUNTY, INDIANA

CERTIFICATION

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

PETITIONER: MICHAEL & KENNEDY TILLER

OWNER: JOHN & KATHY JAMES

PROPERTY VICINITY: 7611 W 140TH AVENUE, CEDAR LAKE, IN 46303

**PETITION FOR VARIANCE OF USE
BZA CASE #2023-21**

Pursuant to the provisions of applicable law, the Board of Zoning Appeals of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the “BZA”), by its duly designated representative, CERTIFIES its FAVORABLE RECOMMENDATION to the Cedar Lake Town Council on the application of Owner, for and on behalf of Petitioner, Michael & Kennedy Tiller, for the **Variance of Use** being applied for from Town Zoning Ordinance No. 1402 Chapter 6.2 R-2 Zoning District, as same is amended from time to time, to permit the Petitioner to have a second residential use for an in-law suite on a lot in an R-2 Zoning District classification parcel. The property’s common address is 7611 W 140th Avenue, Cedar Lake, Lake County, Indiana, and is legally described as:

Legal Description:

LOT 1 IN TILLER’S SUBDIVISION AN ADDITION TO THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 113, PAGE 82, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA;

PARCEL 1: THAT PART OF GOVERNMENT LOT 4, SECTION 26, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: LYING NORTH OF ADJACENT TO ALL OF LOT 36 AND THE WEST HALF OF LOT 35 IN BLOCK 1 IN C.N. STRAIGHTS SUBDIVISION AND SOUTH OF THE SOUTH LINE OF THE ROAD WHICH IS 95 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF THE C.N. STRAIGHTS SUBDIVISION, BEING THE PREMISES WHICH LIE BETWEEN THE WEST LINE OF LOT

36 AND THE EAST LINE OF THE WEST HALF OF LOT 35, AS SAID LINES ARE EXTENDED NORTHERLY TO THE SOUTH LINE OF THE ROAD.

PARCEL 2: THAT PART OF GOVERNMENT LOT 4, SECTION 26, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: LYING NORHT OF AND ADJACENT TO ALL OF LOT 34, AND THE EAST 1/2 OF LOT 35, IN BLOCK 1 IN C.N. STRAIGHT'S SUBDIVISION AND SOUTH OF THE SOUTH LINE OF THE ROAD WHICH IS 95 FEET NORTH OF AND PARALLEL TO THE NORHT LINE OF C.N. STRAIGHT'S SUBDIVISION, BEING THE PREMISES WHICH LIE BETWEEN THE EAST LINE OF LOT 34 AND THE WEST LINE OF THE EAST 1/2 OF LOT 35, AS SAID LINES ARE EXTENDED NORTHERLY TO THE SOUTH LINE OF THE ROAD.

Tax Key Number(s): 45-15-26-355-037.000-043; 45-15-26-355-017.000-043

This FAVORABLE RECOMMENDATION Certification of the BZA to the Town Council is approved by a vote of 4 in favor, and 0 against, upon motion duly made and seconded, and is expressly contingent upon the following terms and conditions imposed and included by the BZA at the public hearing held on August 10, 2023, and September 14, 2023, for the **Variance of Use** applied for, namely:

- A. Compliance with all commitments and obligations of the Petitioner and Owner agreed upon in the public hearing proceedings, and as reflected in the public meeting minutes wherein the public hearing was conducted, with a copy of the excerpt of the approved public meeting minutes in which this approved Petition was held on August 10, 2023, and September 14, 2023, attached hereto as Exhibit "A".
- B. Compliance with all commitments set forth and provided to the BZA whether in the Petition(s), or Public Hearings/Public Meetings, as provided for in the approved BZA Public Meeting Minutes, are required to be fulfilled and completed by the Petitioner and Owner.
- C. Compliance by the Petitioner and Owner with the Petition herein, with a copy of which said Petition is attached as Exhibit "B".
- D. Compliance with all Staff Review Recommendations for the Petitioner, including Engineering, if applicable.

E. That this Favorable Recommendation Certification on the Petition for Variance of Use is based upon the Findings of Fact, namely:

1. That a second residential use of an in-law suite is recommended to be approved following this Public Hearing proceedings;
2. That approval consideration is recommended based on the evidence in the proceedings herein;
3. That approval will not be injurious to the public health, safety, morals, and general welfare of the Town;
4. That use and value of the area adjacent to the property included in the Variance of Use will not be affected in a substantially adverse manner;
5. That the need for the Variance of Use arises from identified conditions peculiar to the property involved;
6. That the strict application of the terms of the Zoning Ordinance, as amended from time to time, will constitute an unnecessary hardship if applied to the property for which the Variance(s) of Use are sought;
7. That approval does not interfere substantially with the Comprehensive Master Plan of the Town;
8. That there will not be a renting of the in-law suite unit;
9. Contingent upon the purchase of the property; and
10. Contingent upon the Plan Commission approvals for the Two Lot Subdivision
s

TOWN OF CEDAR LAKE,
LAKE COUNTY, INDIANA
BOARD OF ZONING APPEALS

By: _____
Jeff Bunge, Chairman

ATTEST:

Cheryl Hajduk, Recording Secretary

STATE OF INDIANA)
) SS: BEFORE THE BOARD OF ZONING
COUNTY OF LAKE) APPEALS OF THE TOWN OF CEDAR
) LAKE, LAKE COUNTY, INDIANA

CERTIFICATION

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

OWNER/PETITIONER: MOLLY FASANO

PROPERTY VICINITY: 6544 W 130TH AVENUE, CEDAR LAKE, IN 46303

**PETITION FOR VARIANCE OF USE
BZA CASE #2023-23**

Pursuant to the provisions of applicable law, the Board of Zoning Appeals of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the “BZA”), by its duly designated representative, CERTIFIES its FAVORABLE RECOMMENDATION to the Cedar Lake Town Council on the application of Owner and Petitioner, Molly Fasano, for the **Variance of Use** being applied for from Town Zoning Ordinance No. 1402 Chapter 6.2 R-2 Zoning District, as same is amended from time to time, to permit the Petitioner to operate a hair salon in a R-2 Zoning District classification parcel. The property’s common address is 6544 W 130th Avenue, Cedar Lake, Lake County, Indiana, and is legally described as:

Legal Description:

LOT NUMBERED 44 AS SHOWN ON THE RECORDED PLAT OF LEMON LAKE ESTATES UNIT III AN ADDITION TO CEDAR LAKE AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 46 PAGE 100, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, AND AMENDED BY PLAT OF CORRECTION RECORDED JULY 29, 1977 IN PLAT BOOK 47 PAGE 87 AND FURTHER AMNEDED BY CERTIFICATE OF CORRECTION RECORDED AUGUST 10, 1977 AS DOUCMENT NO. 422274

Tax Key Number(s): 45-15-23-427-020.000-043

This FAVORABLE RECOMMENDATION Certification of the BZA to the Town Council is approved by a vote of 4 in favor, and 0 against, upon motion duly made and seconded, and is expressly contingent upon the following terms and conditions imposed and included by the BZA at the public hearing held on September 14, 2023, for the **Variance of Use** applied for, namely:

- A. Compliance with all commitments and obligations of the Petitioner and Owner agreed upon in the public hearing proceedings, and as reflected in the public meeting minutes wherein the public hearing was conducted, with a copy of the excerpt of the approved public meeting minutes in which this approved Petition was held on September 14, 2023, attached hereto as Exhibit “A”.
- B. Compliance with all commitments set forth and provided to the BZA whether in the Petition(s), or Public Hearings/Public Meetings, as provided for in the approved BZA Public Meeting Minutes, are required to be fulfilled and completed by the Petitioner and Owner.
- C. Compliance by the Petitioner and Owner with the Petition herein, with a copy of which said Petition is attached as Exhibit “B”.
- D. Compliance with all Staff Review Recommendations for the Petitioner, including Engineering, if applicable.
- E. The approved Variance of Use is for this Petitioner only, and no other.
- F. That this Favorable Recommendation Certification on the Petition for Variance of Use is based upon the Findings of Fact, namely:
 - 1. That a Community Business Zoning District (B-2) Use is recommended to be approved following this Public Hearing proceedings;
 - 2. That approval consideration is recommended based on the evidence in the proceedings herein;
 - 3. That approval will not be injurious to the public health, safety, morals, and general welfare of the Town;
 - 4. That use and value of the area adjacent to the property included in the Variance of Use will not be affected in a substantially adverse manner;
 - 5. That the need for the Variance of Use arises from identified conditions peculiar to the property involved;
 - 6. That the strict application of the terms of the Zoning Ordinance, as amended from time to time, will constitute an unnecessary hardship if applied to the property for which the Variance(s) of Use are sought;
 - 7. That approval does not interfere substantially with the Comprehensive Master Plan of the Town;
 - 8. There will be no signage;
 - 9. There shall be a maximum of five days worked with two late nights available a week
 - 10. Standard hours of operation will be 9 am to 3 pm.
 - 11. Hours of operation for the late nights will be 9 am to 8 pm.
 - 12. Maximum of two (2) Clients at a time shall be present.
 - 13. There shall be no on street parking

TOWN OF CEDAR LAKE,
LAKE COUNTY, INDIANA
BOARD OF ZONING APPEALS

By: _____
Jeff Bunge, Chairman

ATTEST:

Cheryl Hajduk, Recording Secretary

NEW SUBSCRIPTION QUOTE

Nearmap US, Inc.

10897 South River Front Parkway, Suite 150

South Jordan, UT 84095 USA

Phone: +1 (801) 609 7250

DRAFT QUOTE: NOT VALID UNTIL APPROVED BY NEARMAP

Customer Name	Town of Cedar Lake, IN	Quote Number	Q093757
Contract Commencement	Contract commences upon signing of quote.	Quote Expiry	09/29/2023
Subscription Term	36 Month	Account Rep	Stephen Boyer
Subscription Start Date	09/05/2023	Payment Term	Net 30
Public Facing URL	https://cedarlakein.org/	Payment Method	Invoice
Bill To	Town of Cedar Lake, IN Ashley Abernathy 7408 Constitution Avenue, Cedar Lake, Indiana, 46303 219-374-7400 ext 133	Ship To	Town of Cedar Lake, IN Ashley Abernathy 7408 Constitution Avenue, Cedar Lake, Indiana, 46303 219-374-7400 ext 133

PRODUCT	ALLOWANCE	COVERAGE	SEATS
GeoData Link for Government	NA	Nationwide	NA
Public Display License for Government	NA	Nationwide	NA
ArcGIS Integration	NA	NA	NA
Nearmap Oblique for ArcGIS	NA	Nationwide	NA
Nearmap AI	1 Parcels / Year	Nationwide	NA
AI Pack: Poles	NA	Nationwide	NA
AI Pack: Roof Characteristics	NA	Nationwide	NA
AI Pack: Building Footprints	NA	Nationwide	NA
AI Pack: Trampolines	NA	Nationwide	NA
AI Pack: Construction Sites	NA	Nationwide	NA
AI Pack: Swimming Pool	NA	Nationwide	NA
AI Pack: Solar Panels	NA	Nationwide	NA
AI Pack: Building Characteristics	NA	Nationwide	NA
AI Pack: Vegetation	NA	Nationwide	NA
AI Pack: Surface Permeability	NA	Nationwide	NA

AI Pack: Debris	NA	Nationwide	NA
Nearmap Oblique for Government	NA	Nationwide	Unlimited
Subtotal			\$24,000.00
Estimated Tax			\$0.00
Total			USD \$24,000.00

ACCEPTANCE OF Q093757 will constitute an Agreement with Nearmap

By selecting “Yes” or **signing below**, you acknowledge that (a) you have read, understood and agree to the Products Agreement attached to this Quote, (b) the Product-Specific Terms which can be found at <https://www.nearmap.com/us/en/legal/product-agreements>, (c) you have the authority to agree to this New Subscription Quote and (d) you agree to pay the fees set forth herein. This New Subscription Quote constitutes a binding commitment for the Contract Term stated above. You acknowledge that the Coverage Area by Nearmap is outlined at <https://www.nearmap.com/us/en/current-aerial-maps-coverage>.

Signature / Digital Acceptance:

Date:

Full Name:

Position:

PO Number (if required):

If printed, please sign, scan and email to: orders.us@nearmap.com

Schedule 1

Additional Terms and Conditions



PLEASE READ THIS PRODUCTS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT BY EXECUTING A QUOTE, YOU AGREE TO BE BOUND BY THIS PRODUCTS AGREEMENT, THE QUOTE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE, YOU MUST NOT ACCEPT THIS PRODUCTS AGREEMENT AND NOT USE ANY NEARMAP PRODUCTS AND SERVICES.

PRODUCTS AGREEMENT

Recitals

- A. Nearmap is a provider of aerial imagery and location data and associated products and services.
- B. Nearmap agrees to supply the Licensee with the Products described in the Quote, subject to the terms of this agreement, the Additional Terms and Conditions, Product-Specific Terms, any Schedules and the Quote which together constitute the legal agreement between the Licensee and Nearmap (the "**Agreement**").

Definitions of capitalized words are set out in section B.1717 of the Agreement.

1. GRANT OF LICENSE TO USE PRODUCTS

- 1.1 **Grant** Subject to the terms of this Agreement and payment by the Licensee of the Fees, Nearmap grants to the Licensee a limited, non-exclusive, non-transferrable license for the Term to use the Products only for the Permitted Purpose (the "**License**").
- 1.2 **Authorized Users** The Products available under this License are only to be used by the total number of Authorized Users. The Licensee shall implement reasonable controls to ensure that it does not exceed the number of Authorized Users. If the number of users exceeds the total number of Authorized Users, the Licensee will be in breach of this Agreement.
- 1.3 **Renewal** Unless otherwise notified by the Licensee in writing at least thirty (30) days prior to the expiry of the Term of its intention not to renew this Agreement and subject to any amendments to this Agreement required by Nearmap, the Term will automatically be renewed for successive renewal terms of twelve (12) months each (each a "**Renewal Term**").
- 1.4 **Product Updates** Nearmap may from time to time supply the Licensee with a Product of no lesser quality than the previously supplied Product at its absolute discretion. If requested by Nearmap, the Licensee must stop using any previously supplied Product and use the new Product from the date of delivery from Nearmap.
- 1.5 **Acknowledge Nearmap source** The Licensee must expressly acknowledge Nearmap, in a reasonably prominent manner (by displaying the Nearmap logo or other appropriate attribution), as the source of any Product or Derivative Works that the Licensee uses, copies, modifies, or distributes. Unless otherwise permitted in writing, the Licensee must not remove or cause to be removed any Nearmap logo, watermark, or other Nearmap attribution in any Product or Derivative Works.
- 1.6 **Data Use for Government Products** Nearmap measures data usage by the Licensee under this License for Government Products. When using Government Products, Nearmap's Fair Use Policy regulates the Licensee's consumption of data during the Term (or Renewal Term). The following conditions also apply to the Licensee's use of Government Products:
- (a) the amount of data used by the Licensee on the Government Products will be monitored and then calculated at the end of every Term or Renewal Term based on the total data of all users who access and use the Licensee's Nearmap account during that Period; and
- (b) if the Licensee elects to download and/or export Government Products available to the Licensee on the Website, this will be applied to the calculation of the Licensee's use of the Government Products.
- 1.7 **Allowance for Non-Government Products** Non-Government Products licensed to the Licensee may be subject to additional Allowance, Periodic Allowance, or Periodic Data Allowance terms that are published in the Product-Specific Terms, and if applicable, the Periodic Allowance Section.
- 1.8 **Unavailability** Subject to section 12, if a Product is not available for a period of three (3) consecutive days, the Term will be extended by the period of such unavailability.

2. RESTRICTIONS ON RIGHT TO USE PRODUCTS

- 2.1 **No right to distribute, transfer, resell, assign or sublicense** This License is granted only to the Licensee. The Licensee must not distribute, transfer, resell, assign, rent, lease, or sublicense any Product or any of the Licensee's rights under this License without Nearmap's prior written consent.
- 2.2 **No third party access** Unless otherwise provided in this Agreement, the Licensee must not make any Product available in any medium or manner to any third party (including but not limited to the Licensee's subsidiaries, affiliates, any lower or higher tiered governments and any neighboring local government).
- 2.3 **Employees** Subject to sections 1.1 and 1.2, the Licensee may make Products available to any employee of the Licensee, subject to that person complying with the terms of the Agreement as if they were a party to it and the total number of Authorized Users has not been exceeded. These employees are deemed to be Authorized Users. The Licensee is responsible and liable for all Authorized Users who use the Licensee's account access details or use Products made available to the Licensee in breach of this Agreement, including, without limitation, for any additional fees that become payable if the Licensee exceeds the number of Authorized Users.

- 2.4 **No machine learning** The Licensee must not conduct machine learning work

in connection with this Agreement on any Products, which includes but is not limited to running any:

- (a) machine learning models (including the model form and model parameters);
- (b) outputs of machine learning models;
- (c) software that processes or transforms input data for training a machine learning model or getting a prediction from a machine learning model into a format suitable for training or making such prediction; or
- (d) software used to train a machine learning model or compute outputs of a machine learning model for a given set of input data.

- 2.5 **No caching and creation of database** Except as expressly permitted under this Agreement, the Licensee is not permitted to:

- (a) use its access to the Products under this Agreement for the purposes of creating a database of imagery for resale, distribution, sublicense, or other commercial purposes, or for mass downloads or bulk feeds of any imagery; and
- (b) pre-fetch, retrieve, cache, index, or store any Content or portion of the Products.

- 2.6 **Restriction on integration methods** The Licensee is only permitted to use API integration methods, or other integration methods, as authorized by Nearmap in writing, including but not limited to integration with the Licensee's or other third party platforms or software.

- 2.7 **Limits on use of Website** In the Licensee's use of the Website, the Licensee must not (without the prior written consent of Nearmap):

- (a) provide a link to another URL;
- (b) upload content or other information to the Website (except as necessary to use the Products);
- (c) do anything to damage, interfere or disrupt access to the Website or do anything which might impair its functionality;
- (d) use the Website in any way to send any unsolicited email (commercial or otherwise) or any other material for marketing or publicity purposes;
- (e) publish, post, distribute, disseminate, or otherwise transmit, defamatory, offensive, infringing, obscene, indecent, or other unlawful or objectionable confidential material or information;
- (f) make available, upload, or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "trojan horses", "worms", or any other harmful software;
- (g) remove any content or information from the Website, other than that permitted under the terms of this License;
- (h) falsify the true ownership of a Product or other material or information made available via the Website;
- (i) obtain or attempt to obtain unauthorized access, through whatever means, to the Website;
- (j) use the Website other than in accordance with this Agreement;
- (k) attempt any of the above acts or engage, encourage or permit another person to do any of the above acts; or
- (l) provide or allow access to the Website which exceeds the total number of Authorized Users in connection with use of the Product.

- 2.8 **Breach** If the Licensee breaches any of sections 2.1 to 2.7 inclusive, Nearmap reserves its rights to terminate the Agreement in accordance with section 6.2, restrict the Licensee's access to the Products, and take any other steps available to it at law.

3. THE LICENSEE'S ACCESS TO PRODUCTS AND SERVICES

- 3.1 **Authorized Users** Any password issued by Nearmap to an Authorized User is personal and confidential to that Authorized User. If Nearmap suspects that any password/ID is being used by an unauthorized person, by a different Authorized User who is not the person to whom it was issued, or the number of Authorized Users has been exceeded, Nearmap may:

- (a) cancel that user's access;
- (b) immediately cease the Licensee's access to the Product;
- (c) require the Licensee to pay for any additional fees due based on the standard Nearmap Fees for the applicable Product, in respect of any such unauthorized use; and/or
- (d) exercise any other right available to Nearmap under the terms of this Agreement or at law.

- 3.2 **Downtime** Nearmap will use reasonable efforts to ensure that the Website and APIs remain available but cannot guarantee that this will be the case at all times. Nearmap agrees that, wherever possible, all planned maintenance will be done out of normal Operational Hours to ensure optimal uptime of the Website. The Licensee may elect to subscribe to the Nearmap status page at <https://status.nearmap.com/> to receive notifications and updates relating to planned maintenance and uptime/downtime of the Website and APIs. When Nearmap becomes aware of any Fault, Nearmap will use reasonable efforts to:
- (a) allocate such resources as may be necessary to remedy the Fault; and
 - (b) otherwise take all reasonable steps to remedy the Fault so as to minimize any disruption to the Licensee's use of the Products.
- 3.3 **Expiry** The Licensee's License will expire at the end of the Term unless renewed in accordance with section 1.3 and may be suspended or terminated, in accordance with section 6.2, if the Licensee is in breach of this Agreement.
- 3.4 **Unauthorized Use** Licensee shall take reasonable steps to prevent unauthorized access to the Products, including without limitation, protecting its passwords and other log-in information. The Licensee shall notify Nearmap immediately of any known or suspected unauthorized use of the Products, or breach of its security, and shall use best efforts to stop said breach and minimize the adverse impact of said breach on Nearmap.
- 3.5 **Audit** During the Term of this Agreement, and for two (2) years after termination or expiry of this Agreement, the Licensee shall maintain records regarding its use of the Products according to its usual record keeping policies and procedures. The Licensee shall permit Nearmap (or its auditors) access to the Licensee's records pertaining to the Licensee's use of the Products. Nearmap will give at least thirty (30) days prior written notice of an audit and will not conduct an audit more than once per calendar year unless non-compliance findings are noted, in which case the audit period may be extended.
- 3.6 **Audit Findings** If an audit results in findings of non-compliance, Nearmap may, at its discretion:
- (a) invoice any additional license fees due based on the standard Nearmap Fees in place at the time of the original license grant;
 - (b) recover the reasonable cost of the audit if additional Fees exceed 5% of the Fees paid during the audit period; and
 - (c) terminate this Agreement in accordance with section 6.1. Licensee must pay all invoices issued under this section within thirty (30) days following the date of invoice or such other period agreed between the parties.

4. FEES

- 4.1 **Fees** The Fees payable by the Licensee are set out in the Quote.
- 4.2 **Payment** The Fees are payable by the Licensee to Nearmap in the manner and by the due date, as set out in the Quote, at the beginning of each Term unless otherwise agreed by Nearmap. Where the Fees are payable by credit card, the Licensee authorizes Nearmap to charge the Licensee's credit card for all purchased Products listed in the Quote for the initial Term and any Renewal Term.
- 4.3 **No cancellation** Subject to section 4.4, all Fees are non-cancellable and non-refundable, except as expressly set out in this Agreement.
- 4.4 **Refund of Fees** If the Licensee is not in breach of this Agreement, and Nearmap elects to terminate this Agreement under section 6.3, Nearmap will refund the Licensee any pre-paid fees relating to the portion of Term remaining as at the date of termination.
- 4.5 **Taxes** Unless otherwise stated, Fees and Late Payment Fee do not include any direct or indirect local, state, provincial, federal, or foreign taxes, levies, duties, or similar governmental assessments of any nature, including value-added, excise, use or withholding taxes (collectively, "**Taxes**"). Licensee is responsible for paying all Taxes, except those assessable against Nearmap based on its income. Nearmap will invoice Licensee for such Taxes if Nearmap believes it has a legal obligation to do so and Licensee agrees to pay such Taxes if so invoiced.
- 4.6 **Late Payment** If a scheduled Fee payment is still overdue after seven (7) days' notice from Nearmap, to remedy the payment default, the Licensee agrees that Nearmap may immediately limit or terminate access to the Products provided under this License.
- 4.7 **Amendments** Subject to section 1.3, Nearmap may, at its absolute discretion, increase the price, for the Products at the end of the Term by an amount which reflects up to the current rate of Inflation plus 2.5%.

5. THE LICENSEE'S WARRANTIES

- 5.1 **Warranty** The Licensee warrants that:
- (a) any information the Licensee supplies to Nearmap in respect of the Agreement is complete and correct. The Licensee must keep Nearmap informed of any change to the Licensee's information provided to Nearmap, including any change to the Licensee's contact details, or the details of a credit card used for payment;
 - (b) the Licensee will immediately notify Nearmap of any usage of any Product outside the Permitted Purpose, and provide any other information reasonably requested by Nearmap;
 - (c) the Licensee has the power to enter into this Agreement and to perform the obligations under it; and
 - (d) the Licensee has and will comply with all relevant laws relating to the Licensee's use of the:
 - (i) License;
 - (ii) Products; and
 - (iii) Website.

6. TERMINATION AND EXPIRY

- 6.1 **Initial Term** This Agreement commences on the Commencement Date and continues until expiry of the Term unless terminated earlier in accordance with the terms of this Agreement or renewed under section 1.3.

- 6.2 **Termination by Either Party** Either party may terminate this Agreement with immediate effect by giving notice to the other party if:
- (a) the other party breaches any of its obligation under this Agreement capable of remedy and fails to remedy that breach within fourteen (14) days after receiving notice requiring it to do so;
 - (b) the other party breaches any of its obligations under this Agreement incapable of remedy and Content; or
 - (c) the other party files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints, or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act, or has any such petition filed against it which is not discharged within sixty (60) days of the filing thereof, or admits in writing its inability to pay its debt generally as they become due.
- 6.3 **Termination by Nearmap** Notwithstanding anything else in this Agreement, but subject to section 4.4, Nearmap has the right, in its absolute discretion and upon giving the Licensee ten (10) Business Days' notice, to terminate this Agreement.
- 6.4 **Consequences** If the Agreement is terminated under sections 6.2 or 6.3 or expires at the end of the Term:
- (a) the Licensee immediately terminates and the Products will no longer be available to the Licensee;
 - (b) the Licensee must immediately destroy, delete, or return to Nearmap all Products; and
 - (c) subject to section 7.3, the Licensee and the Authorized Users are not permitted to use any Products for any purpose.
- 6.5 **Costs** Nearmap reserves all rights following termination of this Agreement, including any rights available to Nearmap to collect any outstanding Fees which may be owed by the Licensee. The Licensee will be liable for any reasonable legal costs incurred by Nearmap in enforcing its rights following termination of this Agreement.
- 6.6 **Continuing obligations** After expiry or termination of this Agreement, sections 1.5, 2, 4, 6.5, 7, 8, 9, 10, 13, 14, 15, and 17 will still be binding on the Licensee in relation to Products licensed or obtained during the Term.

7. INTELLECTUAL PROPERTY

- 7.1 **Ownership** Unless otherwise indicated, the Website, the Products, the Content, and all associated Intellectual Property Rights, data, information, and software are owned by Nearmap and are protected by copyright, moral rights, trademark, and other laws relating to the protection of intellectual property. Nearmap reserves all of its Intellectual Property Rights. Except for the limited License granted to the Licensee in section 1.1, no ownership or Intellectual Property Rights in the Website, APIs, any Product, or Content will pass or be licensed to the Licensee.
- 7.2 **Trademarks** The Nearmap trademarks and all associated Intellectual Property Rights are owned by Nearmap. Nothing in this Agreement confers upon the Licensee any rights to use or modify any of Nearmap's trademarks, except that Nearmap grants the Licensee a royalty free, limited, non-exclusive, non-transferrable, non-sublicensable license to reproduce and display Nearmap trademarks only to the extent necessary to comply with the Licensee's obligations under this Agreement. Any such reproduction and display of those marks must comply with the policies and rules Nearmap makes available to the Licensee from time to time.
- 7.3 **Derivative Works** Subject to compliance with all other terms of this Agreement, the Licensee is granted a non-exclusive right to produce and use Derivative Works for the Permitted Purpose. Unless otherwise notified to the Licensee by Nearmap, the Licensee may continue using Derivative Works following termination or expiry of this Agreement. For the avoidance of doubt, Nearmap will continue to own all rights in and to any Products and Content embedded in a Derivative Work, but all other rights in and to the Derivative Work will belong to the Licensee.

8. THIRD PARTY PROVIDERS

- 8.1 The Licensee acknowledges and accepts that Nearmap engages with Third Party Providers in order to provide the Products under this Agreement. The provision of the Products is contingent upon adequate delivery of products and services by those Third Party Providers and are subject to those Third Party Provider terms and conditions (as updated from time to time). By entering into this Agreement, the Licensee agrees that where applicable they must comply with those terms and conditions which are applicable to the use of those Third Party Providers products, where incorporated into Nearmap's Products. Nearmap have set out the type of Third Party product or services incorporated into Nearmap's Products and the relevant Third Party Providers terms and conditions below for reference.
- (a) **Google** – https://maps.google.com/help/terms_maps.html in connection with the use of Google Street Maps;
 - (b) **NASA/NCAS** – <https://www.nearmap.com/au/en/legal/copyright> in connection with viewing satellite imagery on the Website; and
 - (c) **Precisely** – <https://www.precisely.com/legal/licensing/software-and-data-end-user-license-agreement> in connection with viewing property datasets on the Website and/or through an API.

9. WARRANTY AND LIABILITY

- 9.1 **Warranty** Nearmap agrees to use industry standard GPS to ensure captured imagery has accurate geographical positioning.
- 9.2 **DISCLAIMER OF WARRANTIES** OTHER THAN AS SET FORTH IN SECTION 9.1, THE WEBSITE AND THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, TO THE FULLEST EXTENT PERMITTED BY LAW. NEARMAP AND ITS CONTENT PROVIDERS, THIRD PARTY PROVIDERS, AGENTS, MANDATARIES, AND AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL

REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTEES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND COURSE OF DEALING OR PERFORMANCE.

9.3 **NO REPRESENTATIONS** WHILE NEARMAP USES REASONABLE EFFORTS TO ENSURE THE ACCURACY, CORRECTNESS AND RELIABILITY OF THE CONTENT, THE PRODUCTS, AND THE WEBSITE, NEARMAP AND ITS THIRD PARTY PROVIDERS MAKE NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES AS TO THE ACCURACY, CORRECTNESS, OR RELIABILITY OF ANY PRODUCT OR CONTENT CONTAINED ON THE WEBSITE AND/OR OBTAINED THROUGH AN API. THE PRODUCTS, THE WEBSITE AND APIS MAY BE SUBJECT TO ERRORS, OMISSIONS, INACCURACIES, AND DISTORTIONS, AND NEARMAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR ANY CLAIMS MADE BY OR ARISING OUT OF, ANY PERSON OR ENTITY SEEKING TO RELY ON ANY OF THE PRODUCTS, THE WEBSITE OR APIS.

9.4 **LIMIT OF LIABILITY** NEARMAP'S LIABILITY FOR: (A) A BREACH OF A WARRANTY UNDER SECTION 9.1; OR (B) A BREACH OF A REPRESENTATION, WARRANTY, CONDITION, OR GUARANTEE WHICH IS IMPLIED OR IMPOSED IN RELATION TO THIS LICENSE UNDER LEGISLATION AND CANNOT BE EXCLUDED, WILL BE LIMITED TO, AT NEARMAP'S OPTION, REPLACING OR REPAIRING THE PRODUCTS OR SUPPLYING PRODUCTS EQUIVALENT TO THE RELEVANT PRODUCTS, OR PAYING THE COST OF REPLACING OR REPAIRING THE PRODUCTS.

9.5 **NO LIABILITY FOR CLAIMS** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL NEARMAP, ITS CONTENT PROVIDERS, AGENTS, MANDATARIES, OR AFFILIATES BE LIABLE FOR ANY CLAIMS OF ANY KIND ARISING FROM OR CONNECTED WITH THE USE OF THE WEBSITE OR APIS, THE CONTENT OR THE PRODUCTS, OR THE UNAVAILABILITY OF THE SAME, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, AND DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EXTRACONTRACTUAL LIABILITY, OR OTHERWISE. THE LICENSEE IS RESPONSIBLE FOR THE ENTIRE COST OF ALL SERVICING, REPAIR, OR CORRECTION REQUIRED DUE TO THE LICENSEE'S USE OF THIS WEBSITE, THE CONTENT OR THE PRODUCTS. THIS EXCLUSION APPLIES, WITHOUT LIMITATION, TO ANY CLAIMS CAUSED BY OR RESULTING FROM RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM NEARMAP.

9.6 **AGGREGATE LIMIT** IN NO EVENT WILL THE AGGREGATE LIABILITY OF NEARMAP, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), EXTRACONTRACTUAL LIABILITY, PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE PRODUCTS, THE CONTENT, THE WEBSITE OR THE APIS, EXCEED ANY COMPENSATION OR FEE THE LICENSEE HAS PAID, IF ANY, TO NEARMAP FOR ACCESS TO OR USE OF THE PRODUCTS OVER THE TWELVE (12) MONTH PERIOD PRIOR TO THE ALLEGED DEFAULT, BREACH, OR EVENT GIVING RISE TO THE LIABILITY.

9.7 **Third Party Providers** The Licensee acknowledges that Nearmap relies on the services of Third Party Providers in order to supply the Products and related services. Without limiting any of the above, to the fullest extent permitted by applicable law, Nearmap will not be liable for any loss, damage, or cost of any kind, which is caused, or contributed to, by a third party service provider except to the extent it was caused or contributed by the acts, defaults or omissions of Nearmap.

9.8 **Indemnity** To the extent permitted by law, the Licensee agrees to indemnify Nearmap and its directors, officers, employees, agents, mandataries, and subcontractors, from and against any and all direct or indirect claims, damages, losses, liabilities, expenses, and costs (including reasonable attorney's fees and costs) arising from or out of:

- (a) the Licensee's actual or alleged breach of any provisions of this Agreement;
- (b) the Licensee's use of the Product for any purpose; and
- (c) the Licensee's use of, or any third party's use of, or inability to use, any Derivative Works, including without limitation, any output from the Derivative Works.

9.9 **Notice of claim** Nearmap will provide the Licensee with notice of any claim or allegation, under section 9.8, and Nearmap has the right to participate in the defense of any such claim at its expense.

10. **COPYRIGHT COMPLAINTS**

10.1 If any third party brings a Claim against the Licensee alleging that the Licensee's use of the Products, in accordance with this License, infringes their copyright ("**Infringement Claim**"), Nearmap will defend the Licensee against the Claim and pay any settlement to which Nearmap consents or final court-awarded damages for which the Licensee is liable.

10.2 The Licensee must:

- (a) promptly notify Nearmap of any such Infringement Claim;
- (b) not make any admissions in relation to the Infringement Claim without Nearmap's prior written consent;
- (c) permit Nearmap to conduct the defense of the Infringement Claim including all negotiations for settlement; and

(d) provide Nearmap with any assistance reasonably requested to allow Nearmap to defend the Infringement Claim.

10.3 Nearmap will have no liability for any Infringement Claim: that arises from any:

- (i) use of the Product in violation of this Agreement;
- (ii) modification of the Product by anyone other than Nearmap, or a party authorized by Nearmap, in writing to modify the portion of the Product applicable to the Infringement Claim; or
- (iii) third-party products, services, hardware, software, or other materials, or a combination of these with the Products, which would not be infringing without this combination; or

(b) if the Licensee fails to comply with section 10.2.

10.4 To the maximum extent permitted by law, this section 10 sets out Nearmap's sole and exclusive liability, and the Licensee's sole and exclusive remedy, for any third party Infringement Claims brought against the Licensee in relation to an infringement of Intellectual Property Rights.

11. **PRIVACY POLICY**

11.1 Nearmap will collect, use, and disclose any personal information supplied by the Licensee as set out in Nearmap's Privacy Policy, as amended from time to time, and currently available at <https://www.nearmap.com/us/en/legal/privacy-policy>. The Licensee hereby consents to those collections, uses, and disclosures.

11.2 To the maximum extent permitted by law, by entering into this Agreement, the Licensee expressly consents to receiving general emails relating to product updates, new products, or anything related to the usage of the product from Nearmap, but prior written consent is required to receive by email direct marketing communications from Nearmap.

11.3 By entering into this Agreement, the Licensee acknowledges that personal information provided by the Licensee in the course of accessing Products (including, without limitation, credit or debit card details provided by the Licensee for the purpose of paying Nearmap) may be disclosed to and held by one or more of Nearmap's third party suppliers and partners (including, without limitation, providers of payment processing services), and used by those third parties in connection with the supply of Products.

12. **FORCE MAJEURE**

12.1 **Force Majeure Event** If a party is unable to perform or is delayed in performing an obligation under this Agreement (except for any obligation to pay money, including Fees) because of an act of war, terrorism, hurricane, earthquake, other act of God or of nature, strike or other labor dispute, riot or other act of civil disorder, embargo, or other cause beyond the performing party's reasonable control ("**Force Majeure Event**");

(a) that obligation is suspended but only so far and for so long as that party is affected by the Force Majeure Event; and

(b) the affected party will not be responsible for any loss or expense suffered or incurred by the other party, as a result of, and to the extent that, the affected party is unable to perform, or is delayed in performing, its obligations under this Agreement because of the Force Majeure Event.

12.2 **Notice of Force Majeure Event** If a Force Majeure Event occurs, the party affected by the Force Majeure Event must:

- (a) Promptly (when reasonably possible to do so) give the other party notice of the Force Majeure Event and an estimate of the non-performance and delay;
- (b) take all reasonable steps to overcome the effects of the Force Majeure Event; and
- (c) resume compliance as soon as practicable after the Force Majeure Event no longer affects it.

13. **CONFIDENTIALITY**

13.1 Subject to any other written agreements between the parties in connection with this Agreement, any information provided in writing or orally or data provided by either party under this Agreement ("**Discloser**") to the other party ("**Recipient**") and marked or identified as proprietary or Confidential Information shall not be disclosed for a period of three (3) years from termination or expiry of this Agreement, unless mutually agreed in writing by the parties. The parties will disclose Confidential Information only to their employees who have a need to know for the purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Licensee's duty hereunder. The Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as it would protect their own confidential or proprietary information of similar nature and with no less than reasonable care.

13.2 The confidentiality obligations do not apply to the Recipient if:

- (a) the Discloser has first agreed in writing to the particular disclosure, use, or copying;
- (b) the Confidential Information was generally known by or available to the public through no wrongful act of the Recipient or otherwise than as a consequence of a breach of this Agreement;
- (c) the Confidential Information was received by the Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the Confidential Information; or
- (d) the disclosure of Confidential Information is legally compelled due to compliance with federal and state laws or an order by a court.

13.3 Immediately upon termination or expiry of this Agreement, the Recipient must (at its expense):

- (a) cease all use of the materials and Confidential Information;
- (b) destroy or return (at the Discloser's discretion) the Confidential Information to the Discloser together with all copies, reproductions and summaries of the same;
- (c) destroy all of its notes, memoranda and records (in whatever form) containing,

- referring to or based on the Confidential Information;
- (d) ensure that any person who receives the Confidential Information by the Recipient's authority returns the Confidential Information to the Discloser in any form in which it is held or destroys it and gives evidence of its destruction to the Discloser; and
- (e) provide to the Discloser a written certificate confirming compliance with the requirements under this section.
- 14. NOTICES**
- 14.1 All notices and consents will be in writing and will be considered delivered and effective upon receipt (or when delivery is refused) when:
- (a) personally delivered;
- (b) sent by registered or certified mail (postage prepaid, return receipt requested);
- (c) sent by nationally recognized private courier (with signature required and all fees prepaid); or
- (d) sent by email with confirmation of transmission.
- 14.2 Notices must be sent to the Licensee at the address set forth in the Quote (or if none is specified, the address to which Nearmap sends invoices) and for Nearmap to 10897 South River Front Parkway, Suite 150, South Jordan, UT 84095, USA, or at another address as a party may designate in writing.
- 15. TECHNOLOGY EXPORT**
- The Licensee shall not: (a) permit any third party to access or use the Product in violation of any U.S. or Canadian law or regulation; or (b) export any software provided by Nearmap, or otherwise remove it from the United States or Canada, except in compliance with all applicable U.S. and Canadian laws and regulations. Without limiting the generality of the foregoing, the Licensee shall not permit any third party to access or use the Product in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria) or a Canadian embargo.
- 16. MISCELLANEOUS TERMS**
- 16.1 **Nearmap customer** Licensee grants Nearmap the right to use Licensee's name and logo to identify as a Nearmap customer for marketing or promotional purposes in public or private communications with Nearmap's existing or potential customers, subject to Licensee's standard trademark usage guidelines as provided to Nearmap from time to time.
- 16.2 **Additional Terms and Conditions** The Additional Terms and Conditions form part of, and should be read in conjunction with, this Agreement.
- 16.3 **Precedence of Documents** This Agreement is comprised of:
- (a) the Additional Terms and Conditions under Schedule 1;
- (b) the Quote and attached Schedules;
- (c) any Product-Specific Terms; and
- (d) this products agreement.
- If there is any ambiguity or inconsistency between the documents comprising the Agreement, the document appearing higher in the list will have precedence. If the Licensee purchases the Products through a reseller, the terms and conditions under this Agreement will apply. This Agreement between Nearmap and the Licensee supersedes all terms and conditions attached to the Licensee's and/or reseller's purchase order.
- 16.4 **Independent Contractors** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that neither party's employee or contractor is an employee of the other party.
- 16.5 **Construction** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason for authorship.
- 16.6 **Waiver** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 16.7 **Severability** If one or more of the terms of this Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining terms will not be affected.
- 16.8 **Amendments** Other than as expressly specified in this Agreement, this Agreement may only be varied with the written consent of Nearmap and the Licensee.
- 16.9 **Assignment** This Agreement shall not be assigned by either party without the prior written consent of the other party which shall not be unreasonably withheld; provided, however, that Nearmap may, upon written notice to the Licensee, assign all of its rights under this Agreement to (i) a parent, subsidiary or Affiliate of Nearmap, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Nearmap is participating. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 16.10 **Entire Agreement** This Agreement:
- (a) comprises the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
- (b) supersedes any prior agreement or understanding on anything connected with that subject matter.
- 16.11 **Counterparts** This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one and the same instrument. This Agreement is not binding on any party unless one or more counterparts have been duly executed by, or on behalf of, Nearmap and the Licensee.
- 16.12 **Language** The parties have expressly agreed that this Agreement, and all

ancillary agreements, documents, or notices relating to the Agreement, be drafted solely in the English language. Les parties aux présentes ont expressément convenu que cet accord et toute autre convention, document ou avis y afférent soient rédigés en anglais seulement.

- 16.13 **Governing Law** This Agreement will be governed by and construed in accordance with the laws of the State where the Licensee conducts business (without giving effect to the conflicts of laws provisions thereof).

17. DEFINITIONS

In this Agreement:

Additional Terms and Conditions means the additional terms and conditions (if any) set out in the Quote.

Affiliate means, with respect to Nearmap, any entity that controls or is controlled by Nearmap, or is under common control with Nearmap. For purposes of this definition, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, at least 50% of the voting equity of another entity (or other comparable interest for an entity other than a corporation).

Allowance means any usage allowance the Licensee is permitted to use and/or drawn down against for any Licensed Non-Government Products as specified the Quote.

API means application programming interface.

Authorized User means the number of persons specified in the "Seats" section of the Quote, who have been granted access to the Product by the Licensee pursuant to the term and conditions of this Agreement, and who either has been assigned a unique Nearmap user login credential or whom the Licensee has assigned a user login credential that enables access to the Product through the Website or API.

Business Days means any day other than a Saturday, a Sunday or a recognized public holiday in the State of Utah, USA.

Claim means any claim, cost (including legal costs on a solicitor and client basis), damages, debt, expense, tax, liability, loss, obligation, allegation, suit, action, demand, cause of action, proceeding, or judgment of any kind, however calculated or caused, and whether direct or indirect, consequential, incidental or economic.

Commencement Date means (a) for New Subscription Quotes, the date as specified in the "Contract Commencement" section or the "Subscription Start Date" section of the Quote, whichever is later, or (b) for Renewal Quotes or Amendment Quotes, the date as specified in the "Subscription Start Date" section of the Quote.

Commercial Purpose means to distribute, transfer, sell, sublicense, or pass possession of any Products (in whole or in part) for the purpose of direct commercial benefit or gain by the Licensee.

Confidential Information means the terms of this Agreement, the pricing, and any other information relating to the business, finances, strategy, methods, processes, products, metadata, services or other affairs of a party or its representatives or related bodies corporate which is disclosed to, learnt by or accessed by the Licensee in connection with the Agreement, whether before or after the Licensee entered into the Agreement, whether orally, electronically, in writing or otherwise.

Content means any content made available by or on behalf of Nearmap to the Licensee in connection with the License, whether or not through the Website or an API.

Coverage Area means the area specified in the "Coverage" section of the Quote for which Nearmap has available Products, which may cover part or all of that area and which may cover part (but not all) of the area covered by the Survey.

Derivative Work means any new work created by or for the Licensee that incorporates, embeds, or includes all or part of a Nearmap Product or Content.

Discloser has the meaning given in section 13.1.

Fair Use Policy means the policy as attached to the Quote.

Fault means any fault, failure, error, or defect which prevents the Licensee from accessing the Products, other than where access is prevented due to a planned outage, because of an unforeseeable event beyond Nearmap's reasonable control or any conduct or activity undertaken by the Licensee, the Licensee's employees, agents, or mandataries.

Fees means the fees specified in the Quote, payable by the Licensee for the License, or as otherwise agreed in writing between Nearmap and the Licensee.

Force Majeure Event has the meaning given in section 12.1.

Government Products means any Products specified in the Quote that are described as "Nearmap Vertical for Government" and "Nearmap Oblique for Government" and includes any other Products offered by Nearmap for government customers only where use of its License is connected to the Fair Use policy.

Infringement Claim has the same meaning given in section 10.1.

Intellectual Property Rights includes all industrial and intellectual property rights throughout the world, including copyright, moral rights, trademarks, patents, rights to protect confidential information, and any other similar rights.

License means the license granted in section 1.1.

Licensee means the person or entity specified in the "Customer Name" section of the Quote.

Nearmap means Nearmap US, Inc.

Non-Government Products means all Products specified in the Quote that do not fall under the definition of Government Products.

Operational Hours means 9am to 5pm MT.

Periodic Allowance or Periodic Data Allowance means the data allowance specified in the "Allowance" section of the Quote unless otherwise agreed in writing between Nearmap and the Licensee.

Periodic Allowance Section means section 1.6 (or its equivalent) in the most current version of the products agreement currently located at here.

Permitted Purpose means the use of Products by the Licensee for internal purposes in the Licensee's ordinary business, and at all times excludes any:

- (a) Commercial Purpose;
- (b) Unlawful Purpose;

- (c) Integration, or attempt to integrate, the Products in an internal system of the Licensee or of a third party; and
- (d) Redistribution or copying of files, images, or photographs, or making such files, images, or photographs available in any medium or manner that is contained in the Products to any third party (except as expressly permitted under this Agreement).

Products means any Nearmap products specified in the Quote (and further described on the Website) and, if applicable, the Survey. For the avoidance of doubt, Products include Content.

Product-Specific Terms means additional terms and conditions that apply to certain Products, currently located [here](#).

Quote the document produced after the Licensee places an initial order for the Product(s), requests any changes to its License, or renews its License, which may be titled "New Subscription Quote", "Renewal Quote" or "Amendment Quote".

Recipient has the meaning given in section 13.1.

Renewal Term has the meaning given in section 1.3.

Schedule means a schedule to this Agreement, where such schedule has been incorporated by reference to form part of this Agreement.

Subscription Period means the period stated in the "Subscription Period" column of the Quote.

Subscription Start Date means the date specified in the "Subscription Start Date" section of the Quote.

Term means the term specified in the "Subscription Term" section of the Quote, commencing on the Commencement Date. Where a Subscription Period is stated on the Quote, "Term" means the Subscription Period.

Third Party Providers means third party providers of products and services to Nearmap.

Unlawful Purpose means any unlawful purpose, including but not limited to stalking, harassing or intimidating any person or engaging in misleading or deceptive conduct.

URL means a Uniform Resource Locator.

Website means all pages and sub-sites available within the nearmap.com domain.

FAIR USE POLICY

General

1. It is important to Nearmap that all customers are able to access the Products and Services. Accordingly, we have devised a Fair Use Policy that applies to the data usage of the Products and Services.

2. In this Fair Use Policy:

- a. **Excessive Use** has the meaning given to that term in section 7 of this Fair Use Policy;
- b. **Fair Use Policy** means this policy;
- c. **Nearmap, we, us or our** means Nearmap US, Inc.;
- d. **Products** has the meaning given to that term in Your Nearmap Agreement;
- e. **Services** has the meaning given to that term in Your Nearmap Agreement;
- f. **You or Your** means any customer of Nearmap;
- g. **Your Nearmap Agreement** means the agreement pursuant to which Nearmap provides You with various products and services; and
- h. **Unreasonable Use** has the meaning given to that term in section 5 of this Fair Use Policy.

3. We reserve the right to vary the terms of this Fair Use Policy from time to time.

4. This Fair Use Policy is in addition to Your Nearmap Agreement and in the event of any inconsistency between the terms of this Fair Use Policy and the terms and conditions of Your Nearmap Agreement, Your Nearmap Agreement prevails.

Unreasonable Use

5. We consider Your use of the Products and Services unreasonable where You use it in a manner which is reasonably considered by Nearmap to be fraudulent use, to be contrary to Your Nearmap Agreement or to adversely affect other Nearmap customers' use of or access to the Products and Services.

6. Among other things, "fraudulent use" includes resupply of the Products and Services without Nearmap's consent so that someone else may access or use the Products and Services or take advantage of the Products and Services.

Excessive Use

7. Excessive Use is a continuing and unreasonably disproportionate use of the Products and Services when compared to other average individual named users.

Nearmap's Rights

8. Where Your use of the Products and Services constitutes Unreasonable Use and/or Excessive Use, Nearmap may contact You to discuss changing Your usage pattern so that it conforms with this Fair Use Policy, or to upgrade to a more suitable Product or Service (if applicable).

9. If, after Nearmap has contacted You, Your Unreasonable Use and/or Excessive Use continues, Nearmap may, without further notice to You:

- a. restrict Your access to low resolution imagery for the remainder of the month; and/or
- b. restrict Your access to low resolution imagery for the remainder of the month until Your data allowance is reset at the beginning of the next month (if applicable); and/or
- c. restrict Your access for the remainder of the month; and/or
- d. restrict Your access to Nearmap until Your data allowance is reset at the beginning of the next month (if applicable); and/or
- e. immediately cease Your access to Nearmap; and/or
- f. exercise any other right available to Nearmap under the terms of Your Nearmap Agreement.

ACCESS AND INDEMNITY AGREEMENT

THIS ACCESS AND INDEMNITY AGREEMENT (“Indemnity Agreement”) is made this ____ day of _____, 2023, by the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, by its duly elected Town Council (hereinafter, the “Town”), to and for the benefit of Region Holdings Inc., an Indiana Corporation (hereinafter, “Region Holdings”), and is made with reference to the Recitals set forth hereinafter, and in consideration of the covenants and agreements set forth below, and other valuable consideration, the receipt and sufficiency which are hereby accepted and acknowledged by the Parties.

RECITALS:

A. Region Holdings is the owner of certain land containing approximately eighty (80) acres, located on the Southwest corner of 141st Avenue and Parrish Avenue in Cedar Lake, Lake County, Indiana, (the “Real Estate”).

B. The Town seeks to enter upon the Real Estate to conduct analysis, tests and inspections relating to a potential well site.

C. The Town seeks approval of Region Holdings to permit access to the Real Estate, and for such approval, the Town has agreed to enter into this Indemnity Agreement for the benefit of Region Holdings.

AGREEMENT

1. The Town shall be granted access to the Real Estate as follows:

A. The Town shall be authorized to enter upon the Real Estate and conduct the necessary analysis, tests and inspections, including, but not limited to, drilling into the ground, hereinafter known as Testing, at its sole and exclusive expense, to determine the feasibility of establishing a well site as the sole purpose. The Town shall notify Region Holdings of its scheduling and provide Region Holdings with a minimum of forty-eight hours’ notice prior to conducting its Testing.

B. The Town shall provide Region Holdings proof of insurance coverage providing general liability coverage for the Town in an amount no less than One Million Dollars (\$1,000,000.00) per occurrence. The Town shall produce a Certificate of Insurance naming Region Holdings as an additional insured for general liability purposes as a condition prior to entry on the Real Estate. The Town shall require all contractors hired to perform any work to have such insurance in addition.

C. The Town hereby agrees to save, defend (with counsel satisfactory to Region Holdings), indemnify and hold harmless Region Holdings, and its Officers, Directors, Partners, Employees and Agents against any liability, loss, claim, damage or expense (including attorneys fees and disbursements) to which any of the foregoing parties may become subject in so far as they may arise out of or based on any of the foregoing: (i) any entry on to the Real Estate by Licensees; (ii) work on the Real Estate by the Town; (iii) any breach of this Indemnity Agreement.

D. The Town shall return the surface of the Real Estate to substantially the same condition as before such testing, ordinary wear and tear excepted (i.e., no ruts or piles of dirt shall remain when Testing is completed).

E. The Town acknowledges Region Holdings will not provide any assistance whatsoever in the work and that the Town is solely responsible for all such means, methods and techniques.

F. The Parties hereby consent and irrevocably waive any and all objections to the jurisdiction or venue and convenience of forum of any court of general or competent jurisdiction located within Lake County, Indiana with respect to any legal proceedings arising out of or connected with this Indemnity Agreement and agree that the mailing to addresses of any legal process shall constitute lawful and valid service of process in any proceeding, suit or controversy. The Parties shall bring any legal proceeding arising out of or connected with this Indemnity Agreement only in State

Courts located in Lake County, Indiana, which Court shall apply Indiana law to the provisions herein. This Indemnity Agreement shall be construed under and in accordance with the laws of the State of Indiana.

G. The Town hereby releases and discharges Region Holdings from any liability whatsoever to the Town arising from the Town's entry on the Real Estate.

H. Access under this Indemnity Agreement shall expire on _____, 2023, unless otherwise extended by the Parties in writing. The provisions of indemnification hereunder shall survive the termination of access.

I. In case any one (1) or more of the provisions contained in this Indemnity Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Indemnity Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

J. This Indemnity Agreement constitutes the sole and only agreement of the Parties hereto, and supersedes any prior understandings or written or oral agreements between the Parties pertaining to the within subject matter. This Indemnity Agreement cannot be amended or modified except by written agreement signed by both Parties, and no email communications between the Town and Region Holdings shall be deemed to amend this Indemnity Agreement.

K. In the event of any legal action or other adverse proceeding between the Parties regarding this Indemnity Agreement (an "Action"), the prevailing party shall be entitled to the payment by the non-prevailing party of its reasonable attorneys' fees, court costs and litigation expenses, as determined by the authorized Court. It is the intent of the Parties that the provisions of this Section be distinct and severable from the other rights of the Parties under this Indemnity Agreement, shall survive the entry of judgment in any Action, and shall not be merged into such judgment.

L. The undersigned Person or Persons executing this Indemnity Agreement on behalf of Corporate Parties or other legal entities to this Indemnity Agreement represent and certify that they are duly elected or appointed Officers or Representatives of said corporations or entities, and are fully empowered to execute and deliver this Indemnity Agreement, and that all necessary corporate or entity action for the making of this Indemnity Agreement has been taken and done.

M. It is expressly acknowledged and stated that this Indemnity Agreement is entered into by the Town after action at a Public Meeting of the Town Council of the Town on the ____ day of _____ 2023, by a vote of __ in favor, and ____ against, whereby the President of the Town Council and the Town Clerk-Treasurer, respectively, were directed to execute and attest the same, and deliver this Indemnity Agreement.

IN WITNESS WHEREOF, this Indemnity Agreement has been executed by the parties as of the date first set forth above.

**Town of Cedar Lake, Lake County, Indiana,
a Municipal Corporation**

Region Holdings Inc., an Indiana Corporation

By: _____
Name: Richard Sharpe
Title: Town Council President

By: _____
Name: _____
Title: _____

ATTEST:

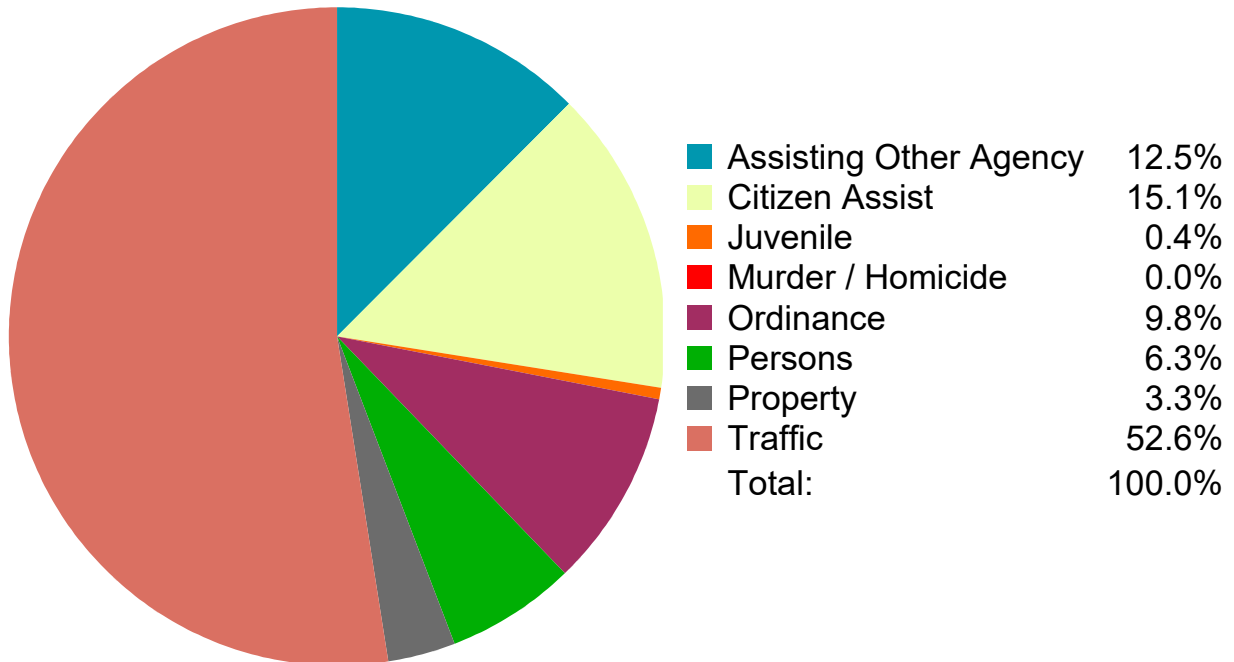
By: _____
Name: Jennifer N. Sandberg, IAMC, CMC, CPFIM
Title: Clerk - Treasurer

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

Incident Type	Month Total	Year Total
Incidents Assisting Other Agency (Including Fire and EMS)	146	1072
Incidents related to Citizen Assists:	177	1344
Incidents related to Juveniles:	5	74
Incidents related to Murder/Homicide:	0	0
Incidents related to Ordinances:	114	1118
Incidents related to Persons:	74	558
Incidents related to Property:	38	190
Incidents related to Traffic:	615	5462
Incidents Not Classified:	1	4

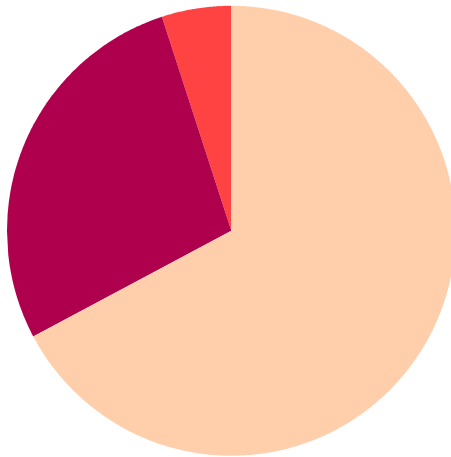
Totals:	1170	9822
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Average Daily Calls For Service: 40.59



CITATION REPORT
August 2023 and Year-To-Date 2023

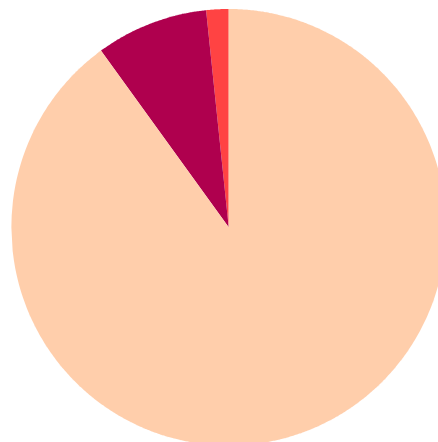
State Violations: 121
Town Traffic Violations: 0
Town Ordinance Violations: 50
Other Violations: 9
Total for August: 180
Year To Date: 1,501



State Violations	67.2%
Town Traffic Violations	0.0%
Town Ordinance Violations	27.8%
Other Violations	5.0%
Total:	100.0%

WARNING REPORT
August 2023 and Year-To-Date 2023

State Violations: 450
Town Traffic Violations: 0
Town Ordinance Violations: 42
Other Violations: 8
Total for August: 500
Year To Date: 4,815



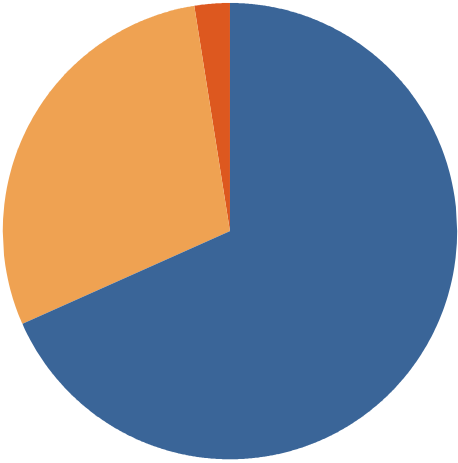
State Violations	90.0%
Town Traffic Violations	0.0%
Town Ordinance Violations	8.4%
Other Violations	1.6%
Total:	100.0%

ARREST REPORT
August 2023 and Year-To-Date 2023

Total Arrests: 23
Total Charges Filed: 41
Misdemeanor: 28
Felony: 12
Infraction: 0
Not Classified /
Warrant: 1

Year-To-Date

Total Arrests: 232
Total Charges Filed: 371



■ Misdemeanor	68.3%
■ Felony	29.3%
■ Infraction	0.0%
■ Not Classified	2.4%
Total:	100.0%

Cedar Lake Police Department

Traffic Stop Analysis

1/1/2014 to 8/31/2023



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Jan	143	221	279	353	180	260	321	351	389	738
Feb	258	221	221	400	161	331	300	285	257	651
Mar	388	249	489	372	225	380	190	460	373	632
Apr	421	266	328	266	229	415	21	376	324	534
May	436	393	361	277	250	345	119	318	418	435
Jun	213	307	325	269	260	345	182	318	283	576
Jul	273	373	393	245	292	371	285	372	359	476
Aug	369	271	258	249	236	366	303	364	421	479
Sep	224	252	264	284	286	259	212	281	378	
Oct	228	240	356	191	302	285	182	348	417	
Nov	295	261	407	257	280	329	172	320	397	
Dec	287	331	311	186	269	317	203	357	474	
Total	3,535	3,385	3,992	3,349	2,970	4,003	2,490	4,150	4,490	4,521

Cedar Lake Police Department

Warning Analysis

1/1/2014 to 8/31/2023



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Jan	69	112	171	215	105	202	275	291	305	753
Feb	121	103	122	236	99	299	253	235	236	694
Mar	172	122	267	221	125	343	154	395	396	731
Apr	194	153	194	195	148	376	15	323	301	544
May	193	223	210	210	225	289	112	263	461	453
Jun	108	167	198	211	191	309	136	273	334	635
Jul	145	154	203	166	271	316	234	338	356	505
Aug	200	131	177	173	220	313	218	270	438	500
Sep	98	139	158	182	228	223	188	205	433	
Oct	111	102	228	128	322	222	154	265	420	
Nov	137	173	235	161	243	260	182	258	404	
Dec	140	194	215	115	193	272	180	251	465	
Total	1,688	1,773	2,378	2,213	2,370	3,424	2,101	3,367	4,549	4,815

Cedar Lake Police Department

Citation Analysis

1/1/2014 to 8/31/2023



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Jan	81	111	106	136	92	120	207	169	165	191
Feb	102	103	96	200	80	148	148	156	103	203
Mar	172	126	244	187	108	120	122	215	167	208
Apr	194	139	145	142	123	102	38	126	152	215
May	208	259	193	148	122	98	74	144	159	164
Jun	121	168	180	164	122	107	140	156	167	189
Jul	135	226	245	147	118	112	156	163	213	151
Aug	190	163	137	113	83	112	193	123	232	180
Sep	91	137	122	91	97	106	137	147	166	
Oct	82	178	163	85	87	113	110	147	144	
Nov	133	143	183	84	92	92	107	129	117	
Dec	103	155	123	94	93	111	85	117	149	
Total	1,612	1,908	1,937	1,591	1,217	1,341	1,517	1,792	1,934	1,501

Cedar Lake Police Department

Law Incident Analysis

1/1/2014 to 8/31/2023



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Jan	366	272	341	440	460	433	499	459	503	515
Feb	286	236	385	404	451	484	454	460	433	502
Mar	307	322	458	443	461	461	427	522	547	551
Apr	371	351	488	564	471	512	334	508	501	649
May	438	421	512	629	624	518	642	556	674	631
Jun	464	383	612	628	644	505	625	663	659	699
Jul	481	395	629	659	682	510	575	652	631	662
Aug	455	376	505	614	656	572	633	555	638	631
Sep	365	372	489	573	575	602	573	525	579	
Oct	348	479	439	511	594	476	562	499	542	
Nov	295	375	425	488	507	444	495	429	514	
Dec	285	423	441	488	455	420	460	481	546	
Total	4,461	4,405	5,724	6,441	6,580	5,937	6,279	6,309	6,767	4,840

Cedar Lake Police Department

Arrest Analysis

1/1/2014 to 8/31/2023



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Jan	25	19	25	35	21	28	40	32	31	29
Feb	16	20	15	17	8	37	22	29	30	29
Mar	19	27	20	14	20	26	10	27	31	28
Apr	24	26	33	21	31	31	7	13	31	30
May	20	36	18	33	39	26	24	30	26	23
Jun	16	33	39	25	28	38	25	36	28	42
Jul	24	19	38	21	26	25	23	26	27	28
Aug	21	23	26	30	40	43	25	17	27	23
Sep	10	15	19	19	34	22	31	28	20	
Oct	13	17	28	26	34	23	27	32	40	
Nov	12	10	15	24	19	20	23	20	18	
Dec	15	21	16	24	16	18	10	20	27	
Total	215	266	292	289	316	337	267	310	336	232

Cedar Lake Police Department

Arrest Offense Analysis

1/1/2014 to 8/31/2023



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Jan	42	24	28	58	26	62	71	51	51	47
Feb	21	25	25	26	15	71	37	59	47	50
Mar	25	30	23	25	35	52	18	42	69	49
Apr	30	27	53	40	45	45	16	21	54	48
May	25	50	26	52	63	37	31	51	45	34
Jun	21	37	63	35	43	60	41	68	45	64
Jul	32	23	60	34	35	42	42	46	58	38
Aug	31	28	33	50	49	70	44	29	51	41
Sep	17	20	26	35	46	38	55	61	34	
Oct	26	21	42	40	55	33	61	63	65	
Nov	14	10	29	33	31	35	40	34	39	
Dec	23	21	28	35	19	32	21	30	59	
Total	307	316	436	463	462	577	477	555	617	371

Cedar Lake Police Department

K9 Deployment Analysis

1/1/2014 to 8/31/2023



	2023
<i>Jun</i>	10
<i>Jul</i>	2
<i>Aug</i>	17
Total	29

2023

JUN

ASSIST OTHER AGENCY WITH K9

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

APPREHENSION - NO BITE

23CL2938	Resisting	6/5/2023 8:12:50AM
----------	-----------	--------------------

CONTAINEMENT NO BITE

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

NARCOTICS SEARCH - FIND

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

NARCOTICS SEARCH - NO FIND

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

ASSIST OTHER AGENCY WITH K9

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

23CL4024	K9 Usage	7/22/2023 2:42:19PM
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AUG

ASSIST OTHER AGENCY WITH K9

23CL4276	K9 Usage	8/4/2023 7:53:15AM
23CL4279	K9 Usage	8/4/2023 9:26:37AM
23CL4280	K9 Usage	8/4/2023 9:40:45AM
23CL4283	K9 Usage	8/4/2023 1:18:18PM

BUILDING SEARCH - NO FIND

23CL4796	Unsecure Premis	8/30/2023 3:57:37AM
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COMMUNITY ENGAGEMENT

23CL4310	Comunty Policng	8/6/2023 7:45:12PM
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CONTAINEMENT NO BITE

23CL4279	K9 Usage	8/4/2023 9:26:37AM
23CL4280	K9 Usage	8/4/2023 9:40:45AM
23CL4387	Alarm	8/10/2023 9:58:17AM

NARCOTICS SEARCH - FIND

23CL4283	K9 Usage	8/4/2023 1:18:18PM
23CL4556	Drugs	8/18/2023 11:46:10AM
23CL4598	Drugs	8/20/2023 10:46:57PM
23CL4661	Drugs	8/23/2023 10:29:07PM
23CL4677	Traffic Stop	8/24/2023 7:59:40PM

NARCOTICS SEARCH - NO FIND

23CL4276	K9 Usage	8/4/2023 7:53:15AM
23CL4795	Suspicious Veh.	8/30/2023 2:19:12AM

OFF-DUTY CALLOUT

23CL4556	Drugs	8/18/2023 11:46:10AM
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Cedar Lake Police Department

Town Ordinance Warnings

1/1/2023 to 8/31/23

Grouped by Offense

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
<i>Aband Vehicle on Roadway</i>	0	1	0	1	0	1	1	1	5
<i>Abandoned Vehicle</i>	11	12	7	9	14	12	11	7	83
<i>ABANDONED VEHICLE -</i>	0	0	0	1	0	0	0	1	2
<i>ABANDONED VEHICLE -</i>	0	1	0	0	0	1	0	0	2
<i>ANIMALS - RESTRICTION ON</i>	0	0	0	0	0	1	0	0	1
<i>ANIMALS - RUNNING AT</i>	0	0	0	1	0	1	0	0	2
<i>BICYCLE - REQUIRED</i>	0	0	0	0	0	1	0	0	1
<i>DOGS - LICENSE AND</i>	0	2	0	0	1	3	0	1	7
<i>DOGS - NOISE DISTURBANCE</i>	0	1	2	0	0	0	0	0	3
<i>DOGS - RABIES PROTECTION</i>	0	0	0	0	0	2	0	0	2
<i>DOGS - RUNNING AT LARGE</i>	0	1	0	0	2	1	0	1	5
<i>FIREWORKS - USE AND DISCHARGE,</i>	0	0	0	1	0	0	0	0	1
<i>GOLF CARTS - PLACES OF</i>	0	0	0	0	0	4	2	1	7
<i>GOLF CARTS - REGISTRATION</i>	0	0	0	0	0	0	0	1	1
<i>House Numbers</i>	0	0	0	0	1	0	0	0	1
<i>LITTERING - LITTER ON</i>	0	0	0	0	0	1	0	0	1

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
<i>LITTERING - SWEEPING LITTER</i>	0	0	0	0	1	0	0	1	2
<i>Non-Use Refuse Container</i>	0	1	0	0	0	0	0	0	1
<i>Nuisance-Accum Rubbish</i>	0	0	1	5	3	9	2	1	21
<i>NUISANCES - ACCUMULATION</i>	0	0	1	2	0	0	3	0	6
<i>NUISANCES - NOISE</i>	0	0	0	0	0	0	0	1	1
<i>NUISANCES - OPEN BURNING</i>	0	0	0	2	0	0	0	0	2
<i>NUISANCES - WEEDS, RANK</i>	0	0	0	0	1	0	7	11	19
<i>OFF-ROAD VEHICLES -</i>	0	0	0	0	0	0	0	1	1
<i>OFF-ROAD VEHICLES -</i>	0	0	1	1	0	0	1	0	3
<i>OPERATION OF VEHICLE AT STOP</i>	1	0	3	1	0	0	0	0	5
<i>Parking - Blocking Traffic</i>	9	17	39	6	1	8	6	3	89
<i>Parking - Proper Manner</i>	1	0	0	0	0	0	1	5	7
<i>PARKING - SIGNS, POSTINGS,</i>	0	0	0	0	0	0	0	2	2
<i>Parking - Signs/Postings</i>	0	0	0	0	0	0	2	1	3
<i>Parking - Traveled Portion RDWY</i>	0	0	1	12	0	0	0	0	13
<i>Scattering of Refuse</i>	0	1	0	1	0	0	0	0	2
<i>Snow Emergency Parking-Roadway</i>	0	6	0	0	0	0	0	0	6
<i>SPEED LIMITS</i>	16	0	0	0	0	0	0	0	16

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
<i>SPEED LIMITS - 11-20 MPH OVER</i>	1	4	3	1	3	3	1	0	16
<i>SPEED LIMITS - 21-30 MPH OVER</i>	0	0	1	0	0	0	0	0	1
<i>STREETS AND SIDEWALKS -</i>	0	1	0	0	0	0	0	0	1
<i>TOY VEHICLE ON ROADWAY</i>	0	0	0	0	0	1	0	0	1
<i>TRUCK ROUTE</i>	0	3	0	0	0	0	0	1	4
<i>Unauthorized Accumulation</i>	4	4	0	1	0	0	0	2	11
<i>Weeds - Nuisance</i>	0	0	0	6	26	40	7	0	79
Total	43	55	59	51	53	89	44	42	436

Cedar Lake Police Department

Town Ordinance Citations

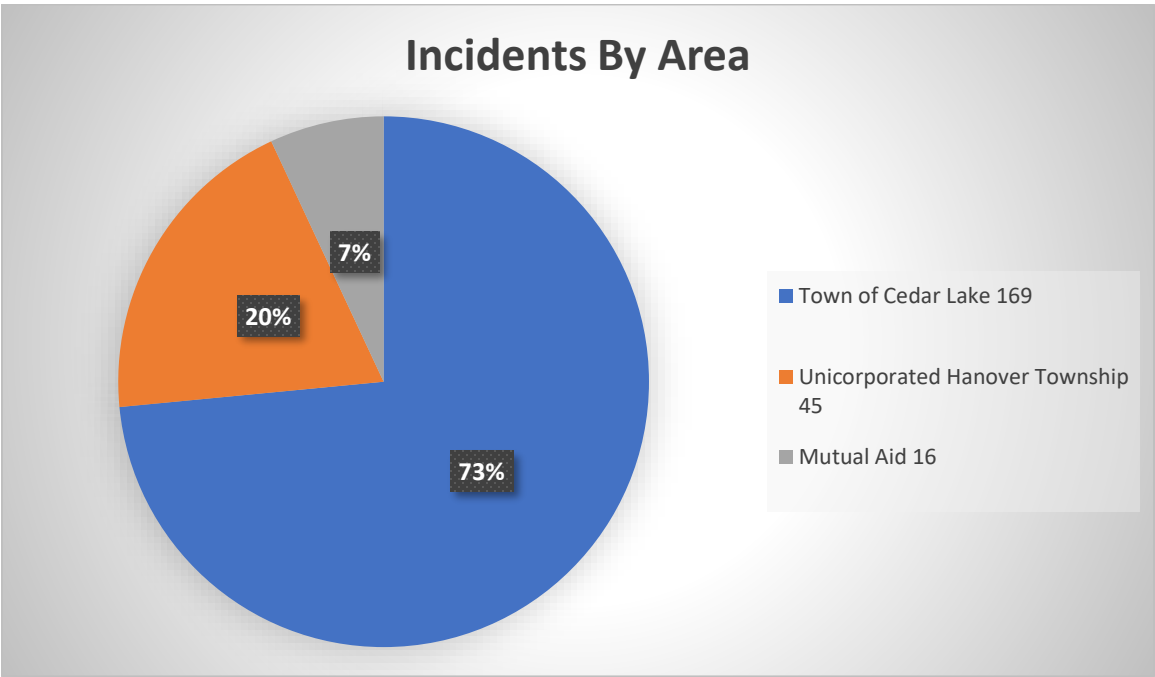
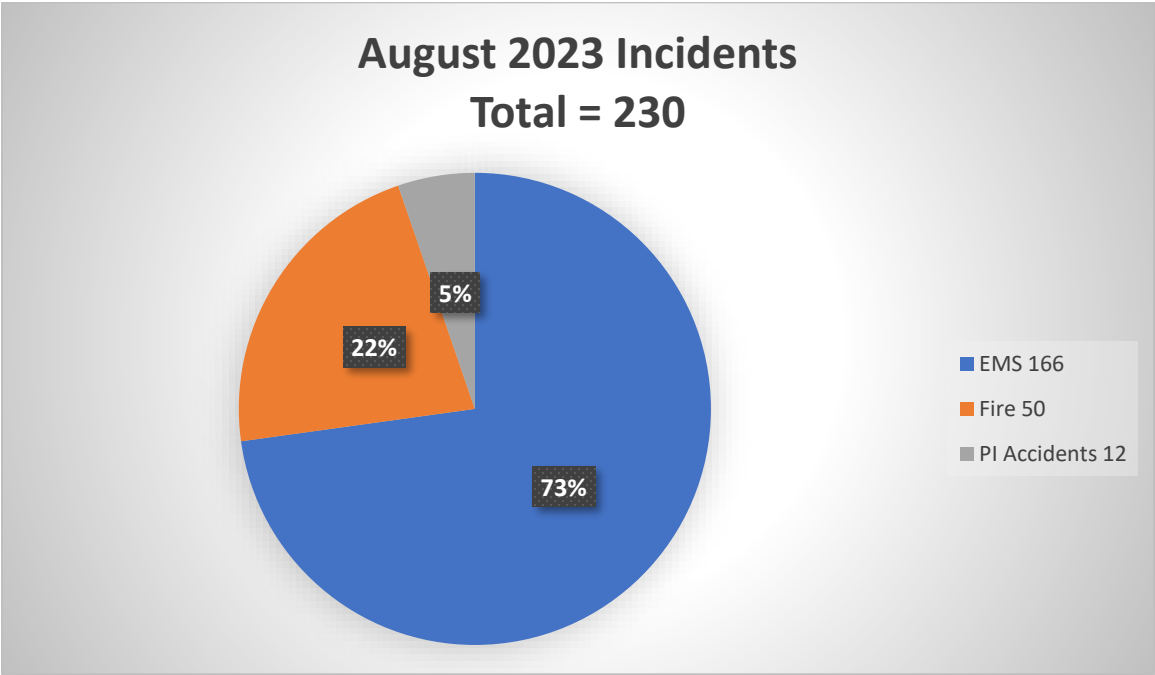
1/1/2023 to 8/31/2023

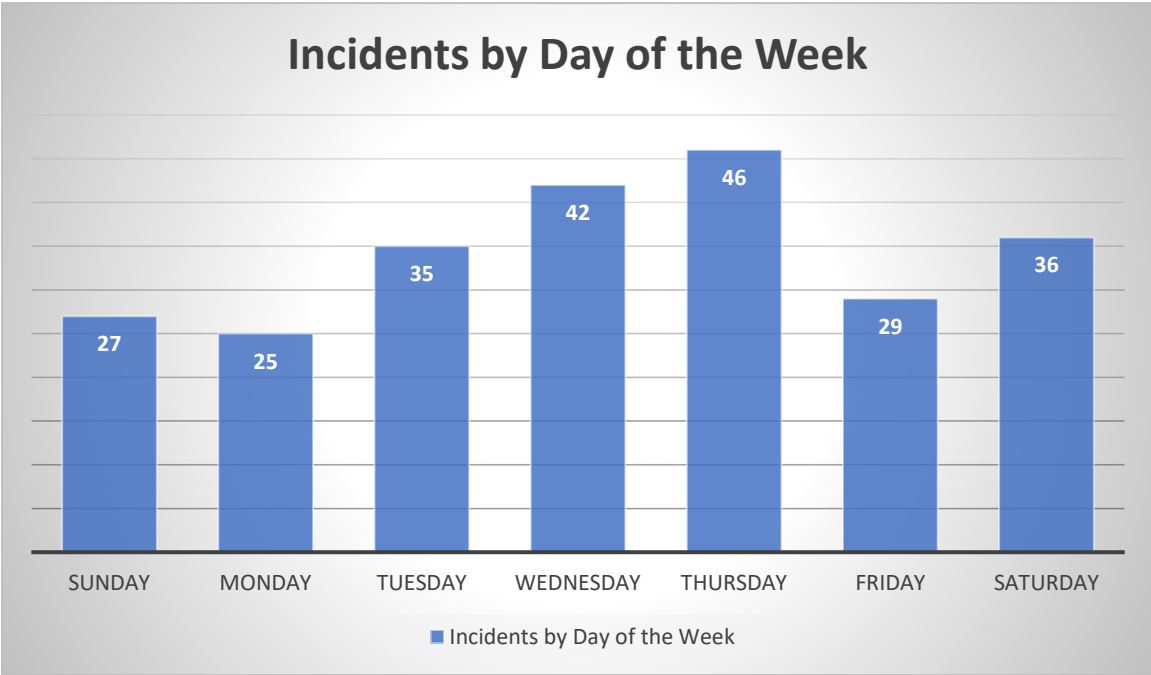
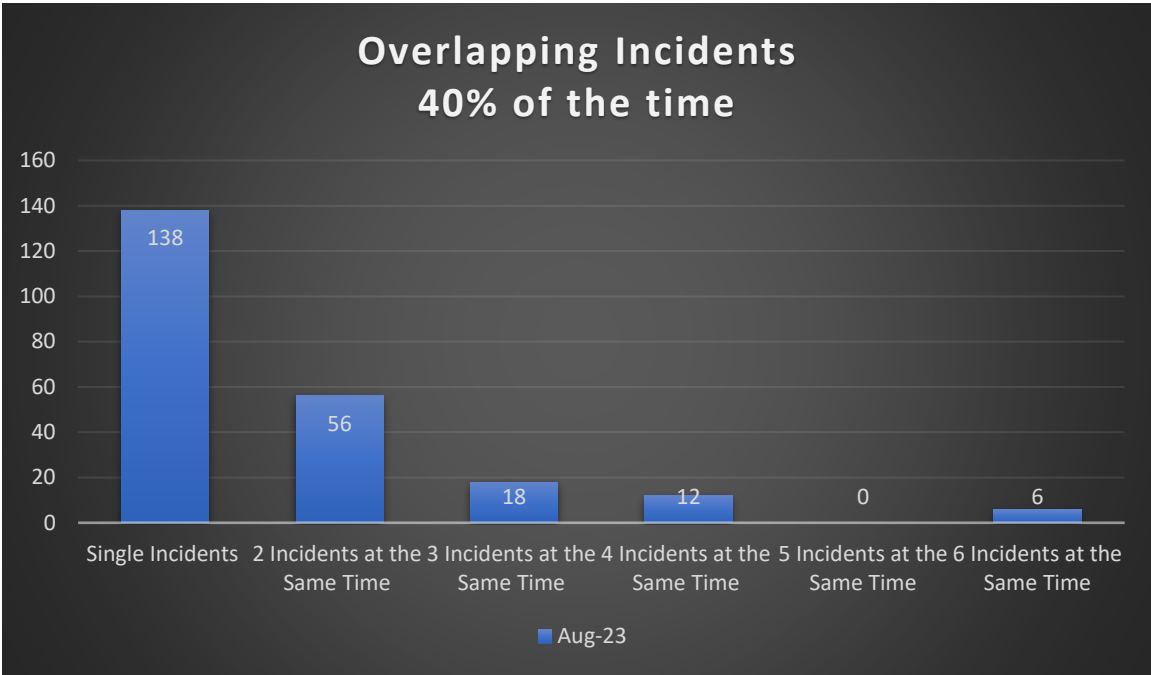
Grouped by Offense

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
<i>Aband Vehicle on Roadway</i>	0	1	2	1	0	1	0	1	6
<i>Abandoned Vehicle</i>	29	20	35	36	29	20	7	15	191
<i>ABANDONED VEHICLE -</i>	0	0	0	0	1	0	0	0	1
<i>ABANDONED VEHICLE -</i>	0	1	0	0	0	0	0	0	1
<i>ABANDONED VEHICLE -</i>	0	1	0	0	0	0	0	0	1
<i>ALARM SYSTEMS - FALSE ALARM - 3</i>	0	0	1	0	0	0	0	0	1
<i>ALARM SYSTEMS - FALSE ALARM - 6</i>	0	1	0	0	0	0	0	0	1
<i>DOGS - NOISE DISTURBANCE</i>	0	0	0	1	0	0	0	0	1
<i>DOGS - RUNNING AT LARGE</i>	0	0	0	0	1	2	0	0	3
<i>Non-Use Refuse Container</i>	0	0	2	0	0	0	0	0	2
<i>Nuisance-Accum Rubbish</i>	2	0	3	6	6	7	1	4	29
<i>NUISANCES - ACCUMULATION</i>	0	0	1	1	2	0	6	0	10
<i>NUISANCES - ACCUMULATION</i>	0	0	0	0	0	0	1	0	1
<i>NUISANCES - DWELLINGS UNFIT</i>	0	0	0	1	0	1	0	0	2
<i>NUISANCES - PROHIBITED</i>	0	0	0	0	0	1	0	0	1
<i>NUISANCES - WEEDS, RANK</i>	0	0	0	0	0	0	8	15	23

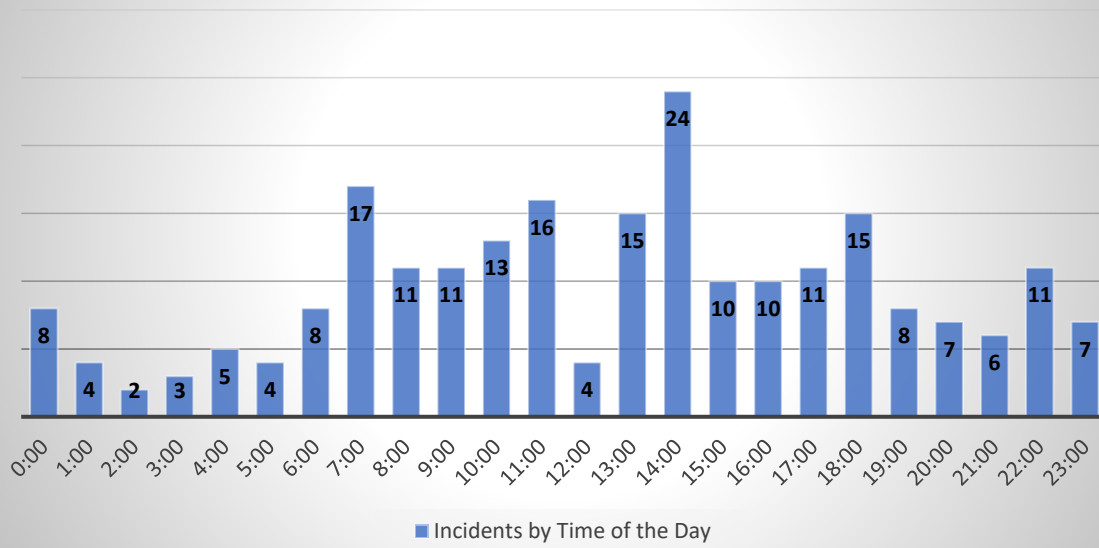
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
<i>Unauthorized Accumulation</i>	4	2	2	2	0	3	0	4	17
<i>UNAUTHORIZED SIGNALS OR</i>	1	0	0	0	0	0	0	0	1
<i>Weeds - Nuisance</i>	0	0	0	2	15	7	4	0	28
Total	44	36	53	66	66	43	38	50	396

August 2023 Operations Report

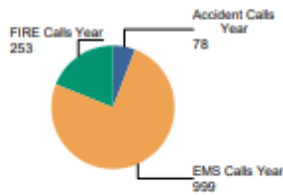




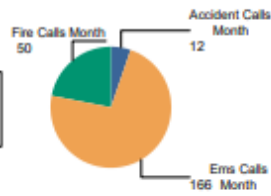
Incidents by Time of the Day



Cedar Lake Fire Department Monthly Summary Report 1/1/2023 to 8/31/2023



Accident Calls Year	5.9%
EMS Calls Year	75.1%
FIRE Calls Year	19.0%
Total:	100.0%



Accident Calls Month	5.3%
Ems Calls Month	72.8%
Fire Calls Month	21.9%
Total:	100.0%

Average Daily Calls for Service: 5.54

Yearly Totals

Agency Assist	3
Domestic Dist	1
Domestic w/weap	1
EMD	1
EMS Abdominal	21
EMS Allergic	8
EMS Animal Bite	3
EMS Assault	13
EMS Back Pain	7
EMS Bleeding	30
EMS Breathing	82
EMS Burns	2
EMS Chest Pain	52
EMS Choking	4
EMS Death	5
EMS Diabetic	21
EMS Fall	145
EMS Full Arrest	14
EMS Gunshot	2
EMS Headache	3
EMS Heart Prob	18
EMS Heat / Cold	3
EMS Lift Assist	101
EMS Misc	1
EMS Mutual Aid	4
EMS Overdose	20
EMS Pregnancy	4
EMS Psych	73
EMS Seizure	32
EMS Sick Person	162
EMS Standby	4
EMS Stroke	23
EMS Trauma	32
EMS Uncons	70
EMS Unknown	40
FIRE Alarm	37
FIRE Assist	11
FIRE Brush	4
FIRE CO Alarm	15
FIRE Dive Recvy	2
FIRE Electrical	1
FIRE Gas IN	14
FIRE Gas OUT	4
FIRE Hazmat	2
FIRE Inspection	15
FIRE Investigat	12

Monthly Totals

Domestic Dist	1
Domestic w/weap	1
EMS Abdominal	4
EMS Allergic	4
EMS Animal Bite	1
EMS Assault	5
EMS Bleeding	4
EMS Breathing	12
EMS Burns	1
EMS Chest Pain	10
EMS Choking	1
EMS Diabetic	5
EMS Fall	14
EMS Full Arrest	2
EMS Gunshot	1
EMS Headache	1
EMS Heart Prob	1
EMS Heat / Cold	1
EMS Lift Assist	26
EMS Overdose	2
EMS Psych	8
EMS Seizure	6
EMS Sick Person	21
EMS Standby	2
EMS Stroke	4
EMS Trauma	2
EMS Uncons	15
EMS Unknown	13
FIRE Alarm	5
FIRE Assist	1
FIRE Brush	1
FIRE Gas IN	2
FIRE Hazmat	1
FIRE Inspection	7
FIRE Investigat	9
FIRE Mutual Aid	1
FIRE Outside	1
FIRE Smoke	1
FIRE Standby	6
FIRE Structure	9
FIRE Utility	2
FIRE Vehicle	1
FIRE Washdown	1
FIRE Water Resc	2
PI Accident	12

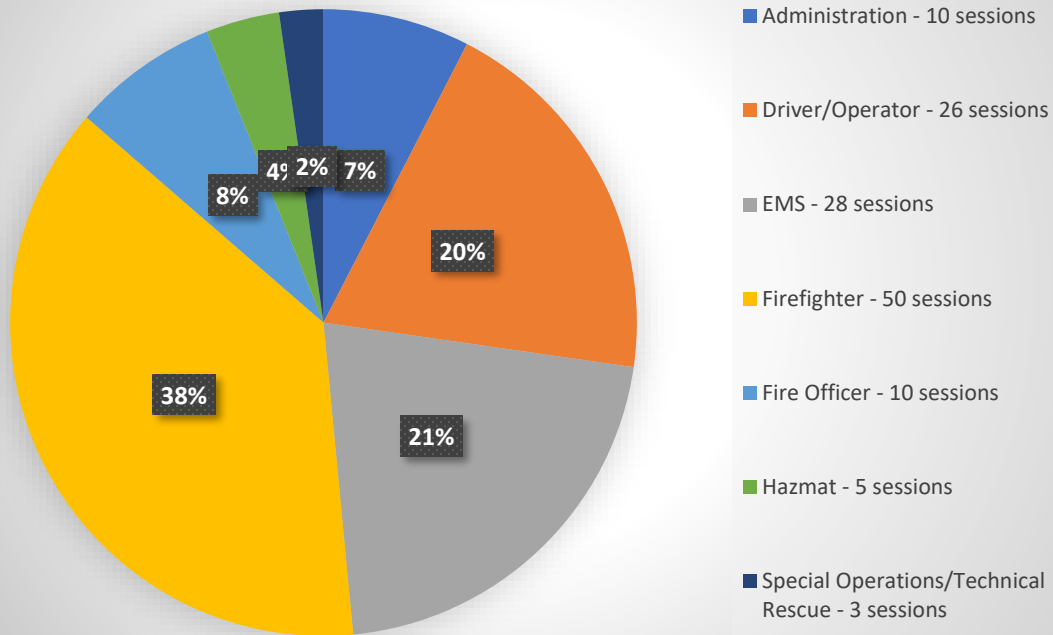
FIRE Misc	5
FIRE Mutual Aid	18
FIRE Outside	18
FIRE Smoke	1
FIRE Smoke Odor	1
FIRE Smoke Out	1
FIRE Standby	15
FIRE Structure	42
FIRE Utility	19
FIRE Vehicle	2
FIRE Washdown	3
FIRE Water Resc	11
Odor	1
PD Accident	2
PI Accident	76
Suicidal Subj	2
Unk. Problem	1
Total for Year:	1,340

Total for Month:	230
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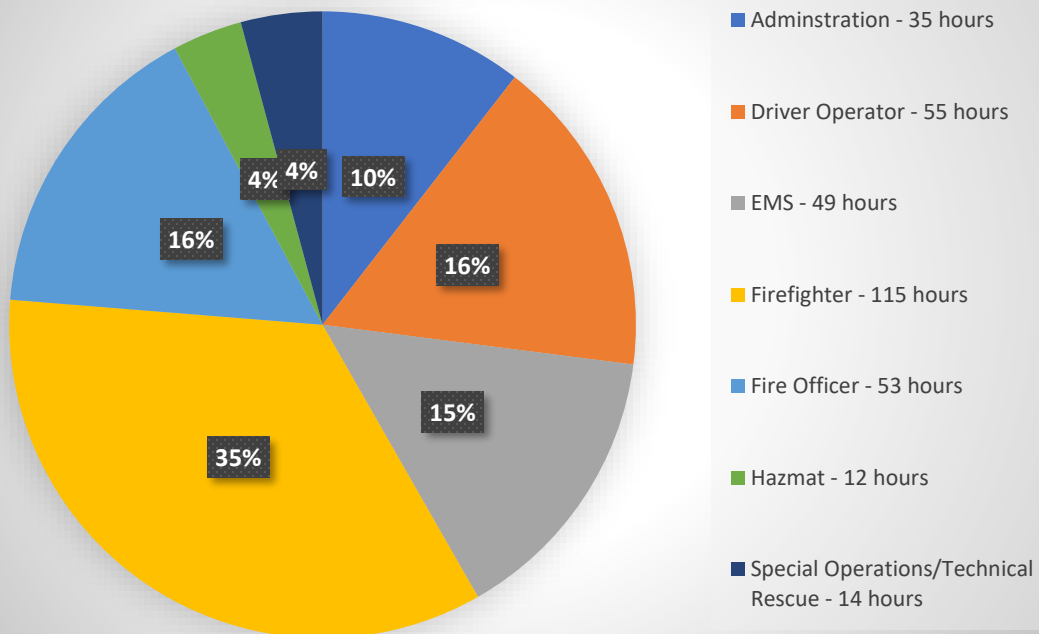
August 2023 Training Report

Hours Logged: 333

Sessions by Category



Hours by Category



Town of Cedar Lake

Office of Building, Zoning, and Planning

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

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

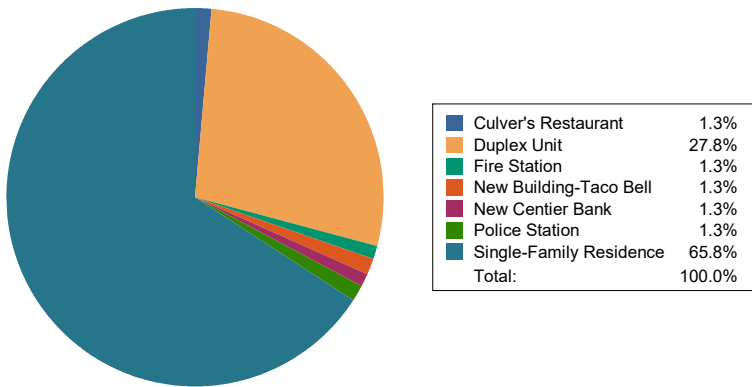


Report of All New Construction Permits

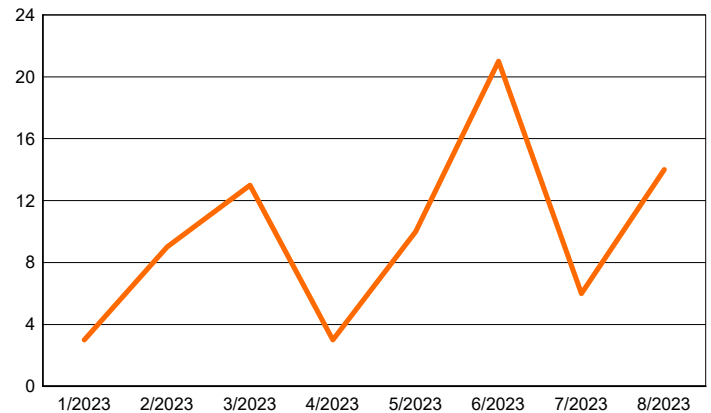
1/1/2023 to 8/31/2023

Grouped by Month

New Construction Type



Permits by Month



January 2023

Residential New Construction Permits: 3

New Construction Permits: 3

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

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

February 2023

Residential New Construction Permits: 9

New Construction Permits: 9

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

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

March 2023

Residential New Construction Permits: 13

New Construction Permits: 13

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

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

April 2023

Residential New Construction Permits: 3

New Construction Permits: 3

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

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

May 2023

Residential New Construction Permits: 10

New Construction Permits: 10

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

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

June 2023

Residential New Construction Permits: **19**
Commercial New Construction Permits: **2**
New Construction Permits: **21**

New Residential Construction Value: **\$5,216,905**
New Commercial Construction Value: **\$2,025,000**
Total Value of Construction for June: **\$7,241,905**

July 2023

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

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

August 2023

Residential New Construction Permits: **11**
Commercial New Construction Permits: **1**
Municipal New Construction Permits: **2**
New Construction Permits: **14**

New Residential Construction Value: **\$2,853,435**
New Commercial Construction Value: **\$947,690**
New Municipal Construction Value: **\$16,000,000**
Total Value of Construction for August: **\$19,801,125**

Total New Construction Permits: **79**
Total Residential New Construction Permits: **74**
Total Commercial New Construction Permits: **3**
Total School New Construction Permits: **0**

Total Value of New Construction: **\$38,876,853**
Total Value of New Residential Construction: **\$19,904,163**
Total Value of New Commercial Construction: **\$2,972,690**
Total Value of New School Construction:

Town of Cedar Lake

Office of Building, Zoning, and Planning

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

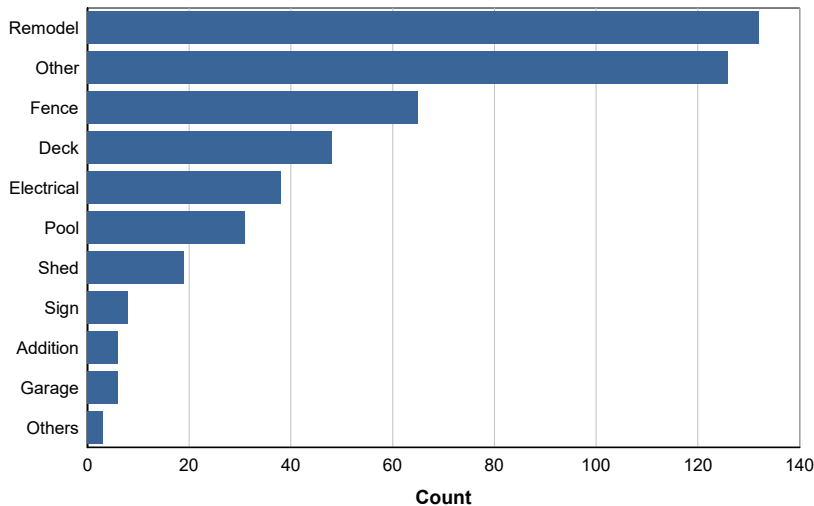
Tel (219) 374-7000 - Fax (219) 374-8588



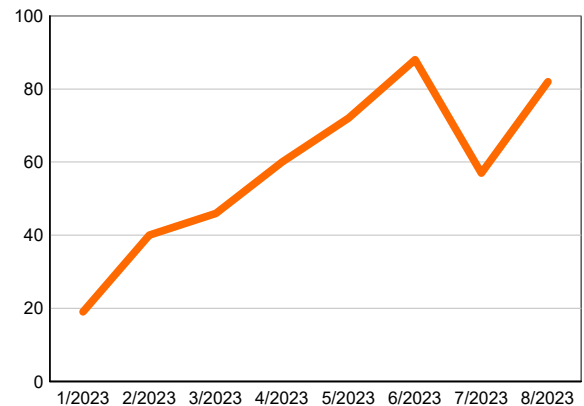
Report of All Other Permits

1/1/2023 to 8/31/2023

Grouped by Month



Permits by Month



Project Class

January 2023

Other Residential Permits: 18

Other Commercial Permits: 1

Total of Other Permits: 19

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

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

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

February 2023

Other Residential Permits: 35

Other Commercial Permits: 1

Other Permits: 4

Total of Other Permits: 40

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

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

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

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

March 2023

Other Residential Permits: 40

Other Commercial Permits: 5

Other Permits: 1

Total of Other Permits: 46

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

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

Other Permits Value: **\$500**

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

April 2023

Other Residential Permits: 54

Other Commercial Permits: 6

Total of Other Permits: 60

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

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

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

Project Class

May 2023

Other Residential Permits: **68**
Other Commercial Permits: **2**
Other Permits: **2**
Total of Other Permits: **72**

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

June 2023

Other Residential Permits: **79**
Other Commercial Permits: **4**
Other Permits: **5**
Total of Other Permits: **88**

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

July 2023

Other Residential Permits: **54**
Other Commercial Permits: **2**
Other Permits: **1**
Total of Other Permits: **57**

Other Residential Permits Value: **\$690,182**
Other Commercial Permits Value: **\$47,250**
Other Permits Value: **\$200**
Total Value of All Other Permits: **\$737,632**

August 2023

Other Residential Permits: **78**
Other Commercial Permits: **2**
Other Permits: **2**
Total of Other Permits: **82**

Other Residential Permits Value: **\$1,580,913**
Other Commercial Permits Value: **\$75,950**
Other Permits Value: **\$28,853**
Total Value of All Other Permits: **\$1,685,716**

Grand Total of Other Permits: **464**

Grand Total Value of All Other Permits: **\$8,366,879**



September 16, 2023

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

Attention: Chris Salatas – Town Manager

Re: Town Engineer Report for September 20, 2023 Town Council Meeting
(CBBEL Project No.: 060015.00001)

Dear Council Members:

This letter summarizes Christopher B. Burke Engineering, LLC (CBBEL) Town Engineer activities for reporting and action (as necessary) for the September 20, 2023 Town Council Meeting. This report covers activities for the period of August 12, 2023 through September 16, 2023.

1) Cedar Lake Dredging and Sediment Dewatering Facility Project

Dredging operations are continuing on a daily basis. Total volume dredged as of September 14th is approximately 179,000 CYs. Dredging was halted from August 30th to September 12th due to elevated total suspended solid (TSS) levels. A turbidity curtain was installed at the SDF to mitigate the TSS increases. Release from the basin was also stopped and daily testing procedures were initiated. As of September 13th, all TSS levels have returned to acceptable permit levels and dredging has re-started.

Dredge America has provided a recommendation for a water treatment additive (flocculant) to mitigate any future TSS increases. This information will be provided to IDEM for approval prior to application. Pay Application #4 will be on the next council agenda for approval.

2) MS4 Coordination

CBBEL is completing revisions to the Town's Illicit Discharge Detection and Elimination (IDDE) Plan to conform with current IDEM requirements. CBBEL has also been performing dry weather outfall screening in accordance with IDDE requirements throughout Town. These will be on-going until all outfalls have been tested.

3) NIRPC/State Legislature/INDOT/IDNR Updates

The Town was notified on April 21st that two of the five project applications were accepted into

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

CBBEL recently completed a wetland delineation along 133rd Avenue, west of Lemon Lake Park. This will aid in estimating any wetland impacts necessary to elevate the roadway embankment to prevent future flooding. CBBEL is preparing a design proposal for this work.

4) Other Funding Opportunities

- **Community Crossing Grant, 2022-2:** CBBEL is working with the Town Clerk-Treasurer to complete close-out documentation for this project through INDOT.
- **Community Crossing Grant, 2023-2: *No Change from Previous Report.*** An application was completed and submitted to INDOT for crack sealing throughout Town and thermoplastic striping on 133rd Avenue, west of US-41 and 133rd Avenue, east of Morse Street. We typically hear about funding sometime in October.
- **2023 CDBG Funds, Lynnsway ADA Ramps:** This project will be advertised to bid on September 19th with a bid opening date of October 17th. This project will include the last phase of Lynnsway curb ramp modifications.
- **Indiana Destination Development Corporation, Indiana Placemaking Activation Grant:** Public works has recently completed a large portion of his project just west of Town Hall. The project must be fully completed by October 31, 2023 to be reimbursed through this grant agreement.
- **USDOT, Safe Streets and Roads for All (SS4A):** The SS4A grant is a product of the new infrastructure bill. The second round of funding was opened in April and closes on July 10th. This program provides funding for both planning and implementation (construction) of infrastructure and initiatives designed to prevent death and serious injury on roads and streets. Applicable planning documents must already be completed to be eligible for implementation grants. More information can be found at <https://www.transportation.gov/grants/SS4A>.

CBBEL has completed a draft of the Local Road Safety Plan for the Town. It is currently undergoing internal QA/QC and will be forwarded to the Town soon.

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

5) Town Street Committee & Roadway Items

- Shades (East of Morse St and North of 141st Avenue): Meade (NIPSCO sub-contractor) is currently completing gas relocation services on Berkeley Street. These operations are due to be completed sometime next week. Milestone will then be clear to begin their work. The estimated delivery date for the box culvert for 141st Avenue will be the first week of October.

The project was awarded assuming it will be constructed in two phases due to the remaining time in the 2023 construction season. Phase 1A will include improvements to 141st Avenue, Wheeler Street, and Berkley Street. Phase 1B will commence in Spring 2024 and will include Edison Street, Rocklin Street, Marys Lane, and Rocklin Street.

- 131st Place and Morse Street: *No Change from Previous Report.* CBBEL received the survey on October 4th and provided it to the Town for review. We are awaiting direction from the Town on how to proceed.
- Railroad At-Grade Sidewalk Crossing: CBBEL has provided a project initiation form from CSX railroad that needs to be signed by the Town prior to the railroad's sub-consultant's being approved to begin engineering reviews.

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

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

- Road Impact Fee: *No Change from Previous Report.* CBBEL provided a memorandum on June 23rd summarizing costs and tasks related to implementing a Road Impact Fee on new developments.
- Police-Fire Buildings: CBBEL is coordinating with Town staff and the Contractor on an as-needed basis. CBBEL has completed engineering plans for the Emergency Vehicle Preemption system to be installed on Morse Street outside of the new Fire Department complex. This project will be advertised to bid or quoted soon.

6) Redevelopment Commission

CBBEL is completing the following projects for the Redevelopment Commission:

- Morse Street/Constitution Avenue Watermain Extension: This project has been awarded and all contracts have been executed. We are waiting on IDEM approval of our Notice of Intent submittal prior to issuing a Notice to Proceed. Gatlin has also informed CBBEL that materials related to the bore under Founders Creek have been delayed. We are still anticipating completion of this project in 2023.

7) Plan Commission

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

- Bugaboo Subdivision: *No Change from Previous Report*. CBBEL provided a comment letter to the Applicant on August 11th and is awaiting a response.
- Novak Parcel (129th Ave/US-41): *No Change from Previous Report*. CBBEL has been advised by the Applicant's Engineer that this project has been restarted based on the previously submitted plan. Therefore, CBBEL has entered this back to active status and it is in the queue to be reviewed.
- Yonk's Way Re-Subdivision: CBBEL issued our final plat review letter on August 11th recommending approval with two contingencies.
- Monastery Woods, North – Phase 3: CBBEL received a re-submittal from the Applicant on September 7th and is currently reviewing.
- Centennial Townhomes: CBBEL is currently reviewing the submittal items.
- Seal Tight Exteriors (Lakeview, Lot 10): CBBEL received a re-submittal from the Applicant and is currently reviewing.
- Railside Business Park: CBBEL issued a comment letter for the Applicant to address on September 15th.
- Pine Crest Mariana PUD: CBBEL issued a comment letter for the Applicant to address on September 15th.
- Lakeside South PUD: CBBEL is currently reviewing this zone change request.
- Founders Creek PUD: CBBEL issued a comment letter for the Applicant to address on September 15th.
- Red Cedars PUD: CBBEL issued a comment letter for the Applicant to address on September 15th.
- Bay Bridge PUD: CBBEL issued a comment letter for the Applicant to address on September 15th.
- Subdivision Ordinance/Development Standards Manual Update: CBBEL has begun updates to the DSM and is currently on-going. CBBEL received comments from Public Works and Nies. CBBEL will circulate an updated version of the details and revised specifications soon.

8) Stormwater Management Board

7513 W. 136th Lane, Woodland Shores: The Board was notified that the parcel owner who brought the concern to the board's attention had recently sold the property. The Storm Board determined to table further effort on the easement acquisition until the new owner(s) appear at a Storm Board

meeting. The item will still remain on the update items list. **The finalized easement documents were received from the Town Attorney on September 7th.**

Woods of Cedar Creek: Town staff has reviewed documentation on acquired easements prior to the Phase 1 project being completed. Three residents did not provide access before the Phase 1 project. Two of those parcels are under new ownership and staff will reach out to determine if a Phase 2 project is possible. **The Town Attorney submitted information regarding this item to CBBEL and the Town on September 13th.**

6425 W. 145th Avenue: CBBEL presented a concept plan to the Board at the March meeting. Preliminary costs were provided and the Board will take it under advisement during project scoring. **The Town Attorney submitted information regarding this item to CBBEL and the Town on September 13th.**

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

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

Meyer Manor Terrance/Lake Shore Drive Storm Sewer: Additional information was presented to Storm Board at the September meeting. This storm sewer system consists of multiple different pipe materials, blind connections, and failing pipes. This will be a significant project that is most likely beyond the annual budget constraints of Storm Board. This will be part of a larger capital improvement project at a later date.

High Grove, 6902 W. 128th Place: The homeowner submitted a site plan to address the drainage issues to the building department. CBBEL provided comments earlier this week.

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

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

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

This proposal may be combined with work related to a Stormwater System Development Charge.

9) Building Department

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

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

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

Sincerely,



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

L060015 Council Report 091623.docx

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

Attachments: Project Status Report
 All Projects Schedule

Town of Cedar Lake – Project Status Report

Christopher B. Burke Engineering, LLC

updated 09/16/23

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
060015.00001	Town Council	n/a	Town Council Report for 09/20/23 meeting	Completed	09/16/23
060015.00002	Plan Commission	n/a	Plan Reviews & LOC Inspections	Plan Commission Meetings and Review of Plan Applications. See letter for details.	ongoing
060015.00003	Stormwater Management Board	n/a	Review and reporting concerning agenda action items	Reviewing items as requested and reporting status to Storm Board. See letter for details.	ongoing, as requested
060015.00006	Stormwater Cost of Services Study	n/a	ERU calculation review	Ongoing review of ERU calculations for parcels requested by Town.	ongoing, as requested
220178	Cedar Lake Dredging Project	\$71,620 (annual)	Construction Observation	<p>Dredging operations are continuing on a daily basis. Total volume dredged as of September 14th is approximately 179,000 CYS. Dredging was halted from August 30th to September 12th due to elevated total suspended solid (TSS) levels. A turbidity curtain was installed at the SDF to mitigate the TSS increases. Release from the basin was also stopped and daily testing procedures were initiated. As of September 13th, all TSS levels have returned to acceptable permit levels and dredging has re-started.</p> <p>Dredge America has provided a recommendation for a water treatment additive (flocculant) to mitigate any future TSS increases. This information will be provided to IDEM for approval prior to application. Pay Application #4 will be on the next council agenda for approval. – see 09/16/23 Council Report for details.</p>	ongoing
230324	Morse/Constitution Watermain Project	\$210,100 (combined)	Construction Observation	<p>This project has been awarded and all contracts have been executed. We are waiting on IDEM approval of our Notice of Intent submittal prior to issuing a Notice to Proceed. Gatlin has also informed CBBEL that materials related to the bore under Founders Creek have been delayed. We are still anticipating completion of this project in 2023.</p> <p>– see 09/16/23 Council Report for details.</p>	ongoing
230324	Shades Subdivision Project	\$210,100 (combined)	Construction Observation	Meade (NIPSCO sub-contractor) is currently completing gas relocation services on Berkeley Street. These operations are due to be completed sometime next week. Milestone will then be clear to begin their work.	ongoing

Town of Cedar Lake – Project Status Report

Christopher B. Burke Engineering, LLC

updated 09/16/23

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
				<p>The estimated delivery date for the box culvert for 141st Avenue will be the first week of October.</p> <p>The project was awarded assuming it will be constructed in two phases due to the remaining time in the 2023 construction season. Phase 1A will include improvements to 141st Avenue, Wheeler Street, and Berkley Street. Phase 1B will commence in Spring 2024 and will include Edison Street, Rocklin Street, Marys Lane, and Rocklin Street.</p> <p>– see 09/16/23 Council Report for details.</p>	
090043	MS4 Coordination	\$19,400 (annual)	MS4 Coordination Services & Development	<p>CBBEL is completing revisions to the Town's Illicit Discharge Detection and Elimination (IDDE) Plan to conform with current IDEM requirements. CBBEL has also been performing dry weather outfall screening in accordance with IDDE requirements throughout Town. These will be on-going until all outfalls have been tested. – see 09/16/23 Council Report for details.</p>	ongoing

Cedar Lake All Projects' Schedules

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