



TOWN COUNCIL SPECIAL MEETING AGENDA

January 23, 2024 - 7:00 PM

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

CALL TO ORDER/ROLL CALL:

___ Robert H. Carnahan, Ward 1
___ Julie Rivera, Ward 2
___ Chuck Becker, Ward 4
___ Mary Joan Dickson, At Large
___ Richard Thiel, At Large

___ Greg Parker, Ward 5, Vice-President
___ Nick Recupito, Ward 3, President
___ Jennifer Sandberg, Clerk-Treasurer
___ Jeff Bunge, Town Manager
___ David Austgen, Town Attorney

PRESENTATION: Chief Todd Wilkening, Fire Chief – Promotion to Captain: Jon Fahey-Smith

PUBLIC COMMENT (*on agenda items*):

CONSENT AGENDA:

1. **Minutes:** December 5, 2023, and January 2, 2024
2. **Claims:** All Town Funds: \$1,906,941.02; Wastewater Operating: \$212,036.17; Water Utility: \$291,656.69; 2010B Water Bond: \$73,733.75; Storm Water: \$195,349.20; Payroll: 12/21, 12/29/23, and 01/04/24 - \$700,447.68; and December Remittances \$245,914.08
3. **Manual Journal Entries:** December 1 – December 31, 2023
4. **Donations:** Police Department: \$250 from Pizzeria From the Point Inc. for the K9 Program, and \$400 from Schilling Brothers Lumber & Hardware for equipment
5. **Clerk-Treasurer's Year-End Report:**
 - a. Cancellation of Old Outstanding Warrants
 - b. Forwarding Encumbrances
 - c. EMS Collection Transfer from General Fund: \$74,590.65

NEW BUSINESS:

1. 2024 Conflict of Interest Statements
2. Y2024 Professional Services Agreement: Christopher B. Burke Engineering
3. Y2024 Professional Services Agreement: Austgen Kuiper Jasaitis
4. Y2024 Professional Services Agreement: O.W. Krohn & Associates
5. Consider BZA's request to have their meeting start time changed to 6 p.m. beginning in February

REPORTS:

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

WRITTEN COMMUNICATION:

PUBLIC COMMENT:

ADJOURNMENT:

PRESS SESSION:

NEXT MEETING: Tuesday, February 06, 2024 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.

January 16, 2024

ALL TOWN FUNDS	\$1,906,941.02
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WASTEWATER OPERATING	\$212,036.17
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WATER UTILITY	\$291,656.69
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2010 B WATER BOND	\$73,733.75
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STORM WATER	\$195,349.20
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PAYROLL 12/21/23, 12/29/23, 01/04/24	\$700,447.68
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DEC REMITTANCES	\$245,914.08
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Town of Cedar Lake
Office of the Clerk-Treasurer

7408 Constitution Ave – PO Box 707 – Cedar Lake, IN 46303
 Tel (219) 374-7000 – Fax (219) 374-8588



Memorandum

To:	Town Council
cc:	Town Manager
From:	Jennifer N. Sandberg, Clerk-Treasurer
Subject:	2023 Forwarding Encumbrances & Outstanding Warrant Cancellation

The following items are on the January 16, 2024 consent agenda for approval. These items are annual housekeeping items per previous recommendations from State Board of Accounts or per Town Ordinance.

Forwarding Encumbrances – Total \$2,244,417.92

Fund #101	\$	202,932.67	Fund #402	\$	80,122.79
Fund #103	\$	1,000.00	Fund #630	\$	1,374.98
Fund #112	\$	3,180.00	Fund #640	\$	37,375.00
Fund #201	\$	208,850.54	Fund #650	\$	875.00
Fund #202	\$	14,189.95	Fund #808	\$	667,961.25

Outstanding Warrant Cancellation – Issued checks that have not cleared with dates of 2021 per State Board of Accounts recommendation. Requesting to place the amounts back into the appropriate funds.

BANK 0 ALL TOWN FUNDS				
01/20/2021	43566	100198	FAIRMEADOWS HOME HEALTH CENTER, INC	100.28
04/21/2021	43995	099999	SAMANTHA TOWNSLEY	725.70
06/16/2021	44304	100524	AMAZON CAPITAL SERVICES	124.29
08/18/2021	44612	000351	AIM	62.50
11/03/2021	45054	099999	JACOB WOJCICKI	200.00
11/17/2021	45185	100605	PAUL CHAEL, CHAPTER 13 TRUSTEE	68.00
				\$ 1,280.77
BANK 10 WASTEWATER UTILITY				
08/18/2021	9526	000351	AIM	62.50
11/17/2021	9743	100605	PAUL CHAEL, CHAPTER 13 TRUSTEE	168.30
				\$ 230.80
BANK 11 WATER UTILITY				
02/03/2021	5990	099999	YOUNG COLIN	72.00
04/07/2021	6095	099999	CLARK NATASHIA	72.00
07/07/2021	6268	099999	ELDER THOMAS	72.00
07/07/2021	6280	099999	BARAJAS GABRIELLA	72.00
12/08/2021	6516	099999	ROTH MELANIE	72.00
				\$ 360.00
BANK 12 STORM WATER UTILITY				
11/17/2021	3552	100605	PAUL CHAEL, CHAPTER 13 TRUSTEE	21.50
				\$ 21.50

Purchase Orders to Encumber to 2024

<u>PO Number</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Remaining Encumbrance</u>	<u>Department</u>	<u>Status</u>	<u>GL Number</u>
Town Projects							
090-23	2/2/2023 12:00	CHRISTOPHER B. BURKE ENG, LLC	MORSE STREET CORRIDOR AND MAIN IMPROVE PROPOSAL - REMAINDER	\$ 3,180.00	Town Council	Partial	112-001-396
120-23	2/16/2023 12:00	NEW FOCUS HR, LLC	HANDBOOK/POLICY & JOB DESCRIPTION PROJECTS	\$ 6,000.00	Town Council	Partial	101-002-313
661-23	12/8/2023 12:00	H3 CONCRETE, INC.	2023 CDBG LYNNSWAY ADA IMPROVEMENTS - TOWN PORTION	\$ 12,025.60	Town Council	Open	202-001-396
671-23	12/29/2023 12:00	BB COMMUNITY LEASING SERVICES	LEASE PAYMENTS PD SQUADS 5756-001 TO 5756-007	\$ 79,282.79	Town Council	Open	402-001-453
658-23	12/8/2023 12:00	DEANN M KROLL	STAFF T-SHIRTS-SWEATSHIRTS	2,500.00	Town Manager	Open	101-002-398
659-23	12/8/2023 12:00	4 IMPRINT	STAFF JACKET-POLO ORDER	4,000.00	Town Manager	Open	101-002-398
672-23	12/29/2023 12:00	MILESTONE CONTRACTORS NORTH	SHADES SUBDIVISION IMPROVEMENTS PHASE 1 - 2023 REMAINDER	876,687.56	Town Council	Open	201-001-450
003 Police Department							
364-23	6/30/2023 12:00	KIESLER'S POLICE SUPPLY, INC	2023 AMMO ORDER	\$ 2,122.90	Police Dept	Partial	101-003-236
619-23	11/21/2023 12:00	BROWNELLS, INC	NEW ARMORY TOOLS AND PARTS	\$ 314.94	Police Dept	Partial	101-003-399
005 Fire Department							
048-23	1/19/2023 12:00	UL LLC	LADDER TESTING FOR 1221 AND GROUND LADDERS FOR 2023	\$ 3,000.00	Fire Dept	Open	101-005-361
543-23	10/13/2023 12:00	J & M EQUIPMENT SERVICE & REPAIR CO	REPAIRS TO LADDER TRUCK ENGINE	\$ 4,000.00	Fire Dept	Partial	101-005-361
655-23	12/7/2023 12:00	LEXIPOL LLC	FIRE ANNUAL PROCEDURES & SUPPLEMENTAL	\$ 8,800.00	Fire Dept	Open	101-005-397
656-23	12/7/2023 12:00	J & M EQUIPMENT SERVICE & REPAIR CO	ESTIMATE 3086 FOR UNIT #1212 TIE ROD/THERMOSTAT REPAIRS	\$ 2,300.00	Fire Dept	Open	101-005-362
006 Parks & Recreation							
471-23	9/5/2023 12:00	CHASE	HOTEL STAY IPRA CONFERENCE COURTYARD 115 S HARRISON ST FT.WAYNE	\$ 477.00	Parks & Recreation	Open	101-006-322
582-23	11/6/2023 12:00	UNITED RENTALS (NORTH AMERICA) INC.	LIGHT TOWER AND SOLAR MESSAGE BOARD	\$ 2,446.90	Parks & Recreation	Open	101-002-398
604-23	11/13/2023 12:00	CONTEXT DESIGN	PARKS PROFESSIONAL SERVICES AGREEMENT - MASTER PLAN	\$ 74,250.00	Parks & Recreation	Partial	101-006-313
635-23	11/28/2023 12:00	TENTANDTABLE.COM	EVENT TENTS	\$ 5,625.96	Parks & Recreation	Open	101-002-241
665-23	12/28/2023 12:00	YANCEYS HOUSE OF CARPET	CLUBHOUSE VINYL FLOORING	\$ 28,618.51	Parks & Recreation	Open	101-006-449
666-23	12/28/2023 12:00	BARCO PRODUCTS COMPANY	PICNIC TABLES	\$ 20,898.00	Parks & Recreation	Open	101-006-449
667-23	12/28/2023 12:00	FFC FENCING CO.	WOODS OF CEDAR CREEK FENCE	\$ 4,592.40	Parks & Recreation	Open	101-006-449
668-23	12/28/2023 12:00	LOT OF FUN	83 X 16 LANDSCAPE TRAILER	\$ 5,800.00	Parks & Recreation	Open	101-006-445
669-23	12/28/2023 12:00	DEERE & COMPANY	JOHN DEERE GATOR XUV835M	\$ 26,733.74	Parks & Recreation	Open	101-006-446
670-23	12/28/2023 12:00	RUIM EQUIPMENT, INC.	SNOWBLADE FOR JOHN DEERE XUV	\$ 4,077.32	Parks & Recreation	Open	101-006-446
Public Works (Streets & Utilities)							
561-23	10/24/2023 12:00	DELWA ENTERPRISES	STREET SIGNS FOR SHADES SUBDIVISION	\$ 625.94	Town Council	Open	202-001-239
642-23	12/4/2023 12:00	J&L FASTENERS & GENERAL MAINT SUPPL	BOLTS PLOWS	\$ 302.04	Public Works	Open	202-001-231
644-23	12/4/2023 12:00	TRANSCHICAGO TRUCK GROUP	NOX SENSOR AND COOLANT LINES - PW14	\$ 1,236.37	Public Works	Open	202-001-231
650-23	12/6/2023 12:00	USABLUEBOOK	LS2	\$ 475.75	Sewer	Open	630-001-231.003
662-23	12/14/2023 12:00	UTILITY SUPPLY COMPANY	METERS 5/8X3/4 (144)	\$ 36,000.00	Water	Open	640-001-242
663-23	12/14/2023 12:00	MENARDS - SCHERERVILLE	WATERBOSS PRO 20,000 GRAIN WATER SOFTENER	\$ 500.00	Water	Open	640-001-241.002
664-23	12/18/2023 12:00	AMAZON CAPITAL SERVICES	FIRE SAFE CABINET, PW CABINETS & OFFICE SUPPLIES	\$ 888.46	Public Works	Partial	402-001-451
				\$ 1,217,762.18			



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 6-15) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Mary Joan Dickson

2. **Title or Position With Governmental Entity:** Cedar Lake Town Council

3. a. **Governmental Entity:** Town of Cedar Lake

b. **County:** Lake County, Indiana

4. **This statement is submitted (check one):**

a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or

b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.

5. **Name(s) of Contractor(s) or Vendor(s):** M. E. Simpson, Henn and Sons, and Siltworm Inc.

6. **Description(s) of Contract(s) or Purchase(s)** *(Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):*

25 DEC 10 12:25pm

7. **Description of My Financial Interest** *(Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):*

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** *(To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):*

I (We) being the Town Council of
(Title of Officer or Name of Governing Body)

The Town of Cedar Lake and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

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Elected Official	Office

9. **Effective Dates** *(Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):*

Dec. 14, 2023
Date Submitted *(month, day, year)*

Date of Action on Contract or Purchase *(month, day, year)*

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: _____
(Signature of Public Servant)

Date: 12/18/2023
(month, day, year)

Printed Name: Mary Joan Dickson
(Please print legibly.)

Email Address: maryjoandickson@yahoo.com

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



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STATE BOARD OF ACCOUNTS

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The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Tim Kubiak

2. **Title or Position With Governmental Entity:** Director of Operations

3. a. **Governmental Entity:** Town of Cedar Lake

b. **County:** Lake County, Indiana

4. **This statement is submitted (check one):**

a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or

b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.

5. **Name(s) of Contractor(s) or Vendor(s):** Kubiak Development

6. **Description(s) of Contract(s) or Purchase(s)** *(Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):*

None

7. **Description of My Financial Interest** *(Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):*

None

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** *(To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):*

I (We) being the Town Council of
(Title of Officer or Name of Governing Body)

The Town of Cedar Lake and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Elected Official

Office

9. **Effective Dates** *(Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):*

Date Submitted *(month, day, year)*

Date of Action on Contract or Purchase *(month, day, year)*

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named person.

Signed: [Redacted Signature]
(Signature of Public Servant)

Date: 12-8-23
(month, day, year)

Printed Name: Tim Kubiak
(Please print legibly.)

Email Address: tim.kubiak@cedarlakein.org

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

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The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Doug Machalk
7105 W 133rd PI PO Box 1116 Cedar Lake, IN 46303
2. **Title or Position With Governmental Entity:** Police Officer
3. a. **Governmental Entity:** Town of Cedar Lake
b. **County:** Lake
4. **This statement is submitted (check one):**
a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** BUGGAS LLC.
6. **Description(s) of Contract(s) or Purchase(s)** *(Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):*
Car Wash and Cleaning Supplies

7. **Description of My Financial Interest** *(Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):*

Owner. Profit is determined by the amount of purchases made by the town and is estimated to be less than \$5,000.00.

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** *(To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):*

I (We) being the _____ of
(Title of Officer or Name of Governing Body)

_____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Elected Official

Office

9. **Effective Dates** *(Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):*

Date Submitted *(month, day, year)*

Date of Action on Contract or Purchase *(month, day, year)*

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: 
(Signature of Public Servant)

Date: 12/20/2023
(month, day, year)

Printed Name: Doug Machalk
(Please print legibly.)

Email Address: dougmachalkjaxwax@gmail.com

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

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STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

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The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Cliff Wroe

13808 Lauerman St. Cedar Lake, IN

2. **Title or Position With Governmental Entity:** IT Director

3. a. **Governmental Entity:** Town of Cedar Lake

b. **County:** Lake

4. **This statement is submitted (check one):**

a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or

b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.

5. **Name(s) of Contractor(s) or Vendor(s):** WBKL Communications

6. **Description(s) of Contract(s) or Purchase(s)** *(Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):*

Telephone Systems, CCTV, Access Control, Paging and Computer Networks.

7. **Description of My Financial Interest** *(Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):*

As a provider of Business Communications equipemnt, I am able to provide pricing that is advantageous
to the Town, often at considerable savings. For larger purchases, I participate in the quote process
and allow the department or board to determine which vendor they chose to go with.

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** *(To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):*

I (We) being the _____ of
(Title of Officer or Name of Governing Body)

_____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Elected Official

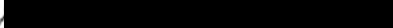
Office

9. **Effective Dates** *(Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):*

Date Submitted *(month, day, year)*

Date of Action on Contract or Purchase *(month, day, year)*

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: 
(Signature of Public Servant)

Date: December 7, 2023
(month, day, year)

Printed Name: Cliff Wroe
(Please print legibly.)

Email Address: cliff@wbkl.com

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



November 16, 2023

Town Council
Town of Cedar Lake
P.O. Box 707
Cedar Lake, IN 46303

Subject: **Town Engineer Services – Master Agreement
Christopher B. Burke Engineering, LLC**

Dear Town Council Members:

On behalf of Christopher B. Burke Engineering, LLC (CBBEL), we would like to thank you for the opportunity to provide Town Engineering Services to the Town of Cedar (Town). CBBEL has enjoyed our experience with the Town since we became partners in 2004. This Agreement is a Master Agreement and shall be the agreement for all projects authorized by the Town. Specific duties authorized by this contract shall include but not be limited to:

- Meeting attendance (Town Council, Plan Commission, Stormwater Management Board, Redevelopment Commission, etc.) including presentation, written/verbal reporting, engineering, and other tasks as requested.
- Site Inspection and Plan Reviews. This would include on-site inspections for active developments, MS4 site inspections/reporting, as-built surveys for developments and individual lots, plan reviews for Plan Commission, etc.
- Project Management, Administration, Public Outreach, Grant Writing Services
- Federal/State Agency Meetings

CBBEL is a multi-discipline engineering firm capable of a wide array of services to create innovative and cost-effective solutions. CBBEL can offer services including water resources engineering, green infrastructure and sustainable planning, environmental/wetland resources, structural design, civil design, traffic operations, construction engineering and surveying. These services are available from any staff from our Illinois and Indiana offices. All Town services will be coordinated from our Crown Point office.

The Terms of Service would be January 1, 2024 thru December 31, 2024. We propose to increase the schedule of charges for direct charges to the Town since our previous agreement by 4%. Outside charges have increased by 4% as well. There are two rate schedules proposed depending on the particular tasks involved with the contract. In general, the Town rate is for direct work for the Town (06-0015) and the Outside rate (06-0016) is intended for all plan and project reviews for Plan Commission and any other such work that the Town may then bill to an outside party for reimbursement of those costs.

If the Town Council requests additional services that are not described in the above Scope of Services, the Outside billing rates will be applied. Special services may include expert witness testimony and/or participation at hearings for a legal matter specifically requested by the Town, depositions, large-scale design projects/construction observation, etc., and external to the regular engineering services described within this document. Our rates for Town Charges and Outside Charges are shown in Attachment A.

If this agreement meets with your approval, please sign it and return one copy of the signed document to us. We thank you again for the opportunity to be of service to the Town. We look forward to continuing a high level of service and responsiveness to you and the citizens of Cedar Lake.

Very truly yours,



Thomas T. Burke, Jr., PhD, PE
Executive Vice President
Head, Water Resources Engineering Department

Enclosures: Attachment A
General Terms and Conditions

This Proposal, Schedule of Charges, and General Terms and Conditions accepted for:

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

By: _____
Town Council President

Date: _____

Attest: _____
Jennifer Sandberg, Clerk-Treasurer

Date: _____

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ATTACHMENT A

**CHRISTOPHER B. BURKE ENGINEERING, LLC
STANDARD CHARGES FOR PROFESSIONAL SERVICES
CEDAR LAKE TOWN ENGINEERING SERVICES, JANUARY 2024**

<u>Personnel</u>	<u>Town Charges* (\$/Hr)</u>	<u>Outside Charges* (\$/Hr)</u>
Principal	131	145
Engineer VI	113	128
Engineer V	103	118
Engineer IV	98	108
Engineer III	90	103
Engineer I/II	84	98
Survey V	103	123
Survey IV	90	103
Survey III	85	100
Survey II	83	97
Survey I	67	73
Resource Planner V	98	107
Resource Planner IV	90	102
Resource Planner III	84	97
Resource Planner I/II	79	92
Engineering Technician IV	84	102
Engineering Technician III	74	97
Engineering Technician I/II	69	92
CAD Manager	98	107
Assistant CAD Manager	90	102
CAD II	74	83
GIS Specialist III		
GIS Specialist I/II	79	83
Landscape Architect	69	97
Environmental Resource Specialist V	98	103
Environmental Resource Specialist IV	97	103
Environmental Resource Specialist III	90	97
Environmental Resource Specialist I/II	84	97
Environmental Resource Technician	79	90
Administrative	74	83

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage, Permit Fees Cost

*Charges include overhead and profit



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

February 23, 2010-INDIANA

CONTRACT AGREEMENT

AGREEMENT made this _____ day of January, 2024, by and between the TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, acting by and through its Town Council, hereafter called "Client", and the Law Firm of AUSTGEN KUIPER JASAITIS P.C., hereafter called "Attorney".

For and in consideration of the payment of sums of money required to be made herein and the mutual terms and conditions hereof, the Parties hereto agree as follows:

1. That pursuant to a Motion duly adopted by Client on the _____ day of _____, 2024, the Client agrees to, and does hereby, employ Attorney to act in its behalf as its Legal Counsel during the tenure of this Agreement, for calendar year 2024, subject to the terms hereof.

2. That Client will pay Attorney the sum of One Hundred Thirty Dollars (\$130.00) per hour for professional services rendered by Attorney and Fifty Dollars (\$50.00) per hour for services rendered by any professional Legal Assistant, to the Client under the terms hereof. Such professional services to be limited to the matters pertaining to the Civil Town matters, including Town Council, Plan Commission, Board of Zoning Appeals, Board of Stormwater Management, Board of Safety, Redevelopment Commission, Utility Board, Park Board, and all other Boards and Commissions of the Town, and shall additionally include matters pertaining to the Municipal Sanitary Sewer System Utility of the Town, as well as Water Utility of the Town, and shall exclude all matters covered by the other terms hereof or other Contracts entered into by the Parties hereto, except for prior annual Employment Contracts.

3. That professional services, as used herein, shall, upon request, include, but not be limited to, having Attorneys David M. Austgen, Timothy R. Kuiper, Michael J. Jasaitis, Ryan A. Deutmeyer, Jeff K. Williams, or in their absence, a member of the Firm, present at the regular monthly meetings of the Client pertaining to such matters.

4. That professional services, as used herein, shall include any services in connection with the issuance and/or sale of any bonds, capital financing, or other securities, or any such other items as covered by separate Agreement, which hourly rate

shall be noted on said separate Agreement.

5. That Attorney shall provide Client with a monthly Statement indicating the number of hours worked in the performance of the professional services contemplated by this agreement for Client, as well as expenses incurred on Client's behalf.

6. That Attorney shall be reimbursed for transportation expenses at the current applicable IRS approved rate for mileage, for telephone expenses, facsimile costs, postage/ mailing expenses, and for photocopy costs, all of which may be incurred relative to the performance of professional services for Client, and such other expenses as may be agreed upon from time to time. Transportation expenses shall not be reimbursed unless the services performed for Client are performed outside of Lake County, Indiana. For performance of services beyond Lake County, the mileage therefore shall be computed from Attorney's Office in Lake County, Indiana, or from the point of departure.

7. That either of the Parties to the Agreement shall have the right to terminate this Agreement upon providing Thirty (30) days written notice thereof to the other Party. Such notice shall be served, in person, on Client at Clerk-Treasurer's Office, 7408 Constitution Avenue, Cedar Lake, Lake County, Indiana, 46303; and on Attorney at 130 North Main Street, Crown Point, Indiana, 46307, and shall set forth the date of termination.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the date and year first above written.

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

Nick Recupito, Town Council President

ATTEST:

AUSTGEN KUIPER JASAITIS P.C.

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

By: _____
David M. Austgen, #3895-45

VERIFICATION OF WORK ELIGIBILITY STATUS

I, David M. Austgen, with Austgen Kuiper Jasaitis P.C. (hereinafter called "Contractor"), understands and agrees that it is required to enroll in and verify the work eligibility status of all employees hired after the date of this contract through the E-Verify program. This requirement shall be waived if the E-Verify program ceases to exist. For the purposes of this paragraph, the "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603).

An authorized representative of the Contractor has signed the attached affidavit concerning the employment of unauthorized aliens.

I, David M. Austgen, a duly authorized agent of Contractor, declare under the penalties for perjury that Contractor does not employ unauthorized aliens to the best of its knowledge and belief.

AUSTGEN KUIPER JASAITIS P.C.

By: _____
David M. Austgen, #3895-45

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 2024, personally appeared David M. Austgen, and acknowledged the execution of the foregoing Affidavit. In Witness Whereof, I have hereunto subscribed my name and affixed my Official Seal.

AFFIDAVIT
CONCERNING EMPLOYMENT
OF UNAUTHORIZED ALIENS

I am a duly authorized Officer of Austgen Kuiper Jasaitis P.C. (hereinafter "Contractor"), and I hereby certify that as of the date of this Affidavit, Contractor, does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

8 U.S.C. 1324a(h)(3) Definition of unauthorized alien: *As used in this section, the term "unauthorized alien" means, with respect to the employment of an alien at a particular time, that the alien is not at that time either:*

- (A) an alien lawfully admitted for permanent residence, or*
- (B) authorized to be so employed by this chapter or by the Attorney General.*

I SWEAR AND AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

AUSTGEN KUIPER JASAITIS P.C.

By: _____
David M. Austgen, #3895-45

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 2024, personally appeared David M. Austgen, and acknowledged the execution of the foregoing Affidavit. In Witness Whereof, I have hereunto subscribed my name and affixed my Official Seal.

January 10, 2024

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

Re: Proposed Accounting and Financial Consulting Services

Thank you for requesting that O.W. Krohn & Associates LLP (the “Municipal Advisor”) provide an agreement to the Town of Cedar Lake (the “Town”) to provide accounting and municipal advisory services.

Fees and Invoicing

Fees charged for work performed are generally based on hourly rates, as set forth in Exhibit A, for the time expended unless other arrangements are mutually agreed upon. Hourly rates for work performed by our professionals vary by individual and reflect the complexity of the engagement. Invoices are generally submitted monthly describing the services provided, time logs and a current billing amount. As always, should any questions arise regarding invoice amounts and service descriptions, please do not hesitate to call.

Termination

Both the Town and the Municipal Advisor have the right to terminate the engagement at any time after reasonable written notice is provided. On termination, the Municipal Advisor shall be compensated for fees and charges incurred prior to termination.

Accountant’s Opinion

The responsibility for auditing the records of the Town rests with the Indiana State Board of Accounts and the work performed by the Municipal Advisor shall not include an audit or review of the records or the expression of an opinion on financial data.

E -Verify Program

The Municipal Advisor participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L.104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L.99-603). The Municipal Advisor does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

Municipal Advisor Registration

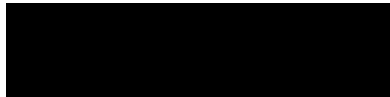
The Municipal Advisor is registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. The Municipal Advisor understands that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

The offer and sale of any Bonds shall be made by the Town, in the sole discretion of the Town, and under its control and supervision. The Town agrees that the Municipal Advisor does not undertake to sell or attempt to sell the Bonds and will take no part in the sale thereof.

If the foregoing accurately represents the basis upon which we may provide Services to the Town, we ask that you execute this letter, in the space provided below setting forth your agreement. Execution of this letter can be performed in counterparts, each of which will be deemed an original and all of which together will constitute the same document.

If you have any questions, please let us know. We appreciate this opportunity to be of service to you and the Town of Cedar Lake.

Very truly yours,



Jarrod Hall, Partner

O. W. Krohn & Associates LLP

The undersigned hereby acknowledges and agrees to the foregoing letter of engagement on this ____ day of _____, 2024.

Town of Cedar Lake

By: _____
Authorized Representative

EXHIBIT A

Fees – Billing Rates

The Municipal Advisor's fees for the services described above shall be based upon actual time charges and out of pocket expenses. Our 2024 professional staff billing rates are noted below:

Standard Hourly Rates / Staff Classifications
1/1/2024

Partners	\$ 280.00
Project Managers	\$ 240.00
Senior Consultants	\$ 210.00
Staff Accountants	\$ 185.00
Support Personnel	\$ 100.00

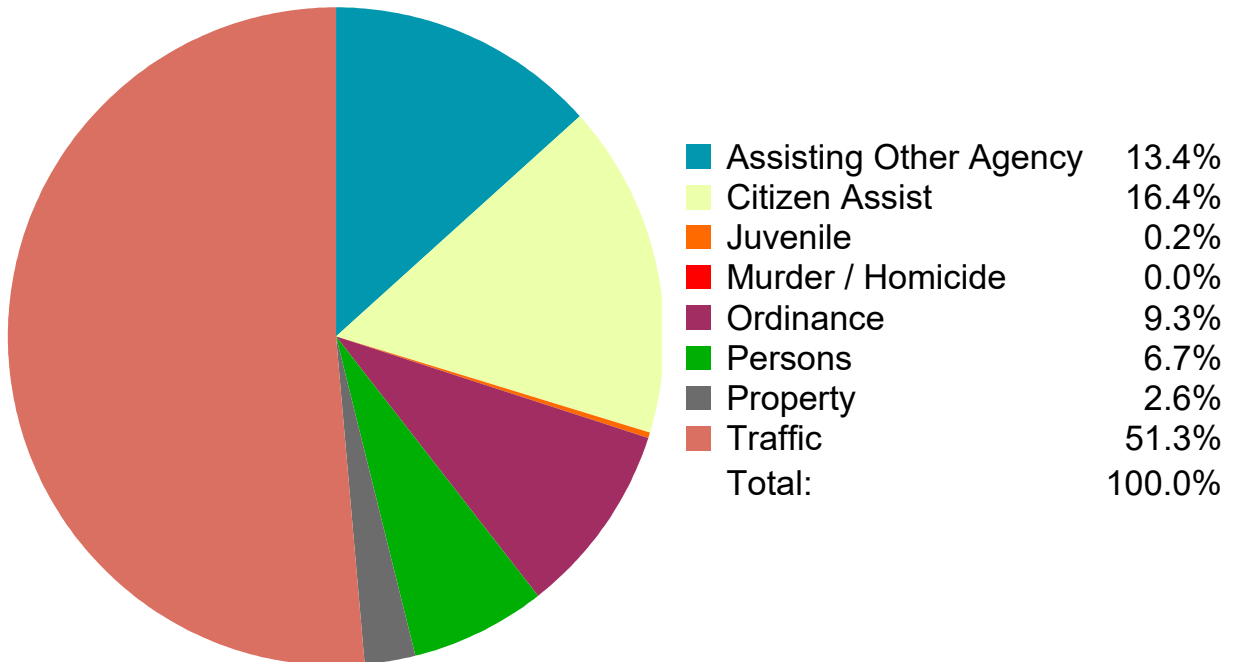
- *Billing rates are subject to change periodically due to changing requirements and economic conditions. However, the rates above will not be changed prior to December 31st, 2024. Actual fees will be based upon the actual time expended, required experience of the staff assigned and complexity of the engagement.*

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

Incident Type	Month Total	Year Total
Incidents Assisting Other Agency (Including Fire and EMS)	134	1598
Incidents related to Citizen Assists:	164	1933
Incidents related to Juveniles:	2	107
Incidents related to Murder/Homicide:	0	0
Incidents related to Ordinances:	93	1552
Incidents related to Persons:	67	812
Incidents related to Property:	26	297
Incidents related to Traffic:	512	7751
Incidents Not Classified:	0	7

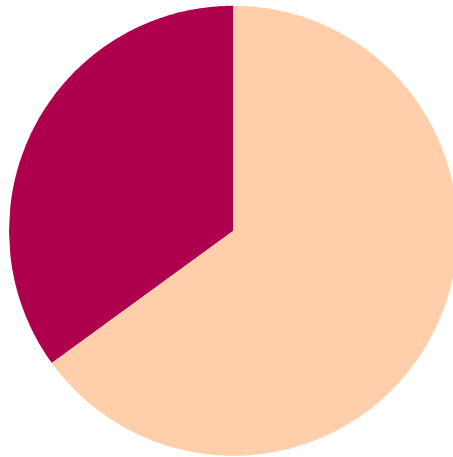
Totals:	998	14057
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Average Daily Calls For Service: 38.62



CITATION REPORT
December 2023 and Year-To-Date 2023

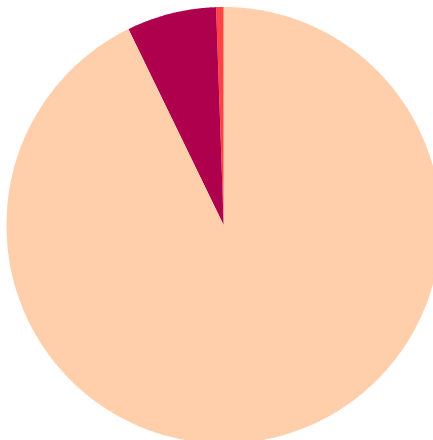
State Violations: 65
Town Traffic Violations: 0
Town Ordinance Violations: 35
Other Violations: 0
Total for December: 100
Year To Date: 2,032



State Violations	65.0%
Town Traffic Violations	0.0%
Town Ordinance Violations	35.0%
Other Violations	0.0%
Total:	100.0%

WARNING REPORT
December 2023 and Year-To-Date 2023

State Violations: 406
Town Traffic Violations: 0
Town Ordinance Violations: 28
Other Violations: 3
Total for December: 437
Year To Date: 6,694



State Violations	92.9%
Town Traffic Violations	0.0%
Town Ordinance Violations	6.4%
Other Violations	0.7%
Total:	100.0%

ARREST REPORT
December 2023 and Year-To-Date 2023

Total Arrests: 21

Total Charges Filed: 31

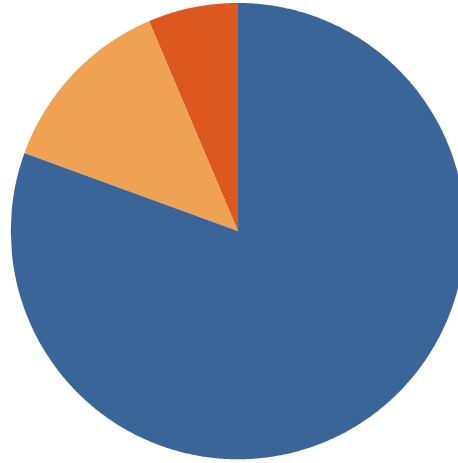
Misdemeanor: 25

Felony: 4

Infraction: 0

Not Classified /

Warrant: 2



■ Misdemeanor	80.6%
■ Felony	12.9%
■ Infraction	0.0%
■ Not Classified	6.5%
Total:	100.0%

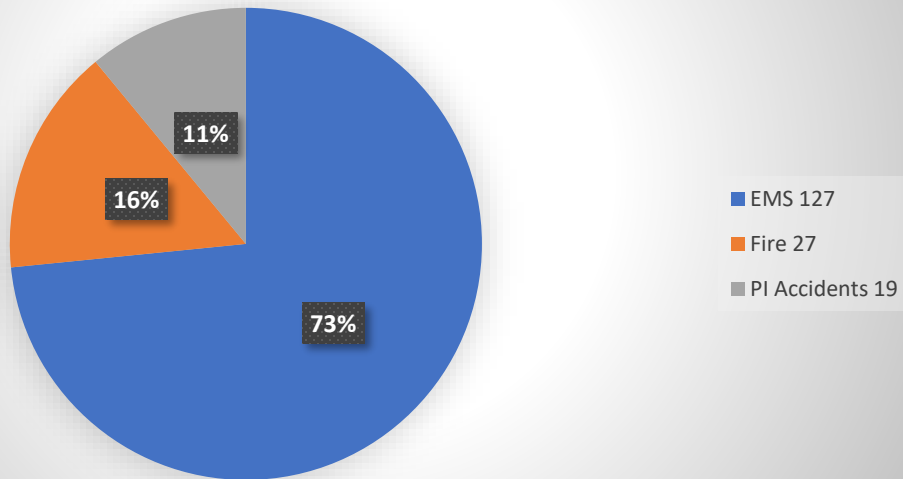
Year-To-Date

Total Arrests: 313

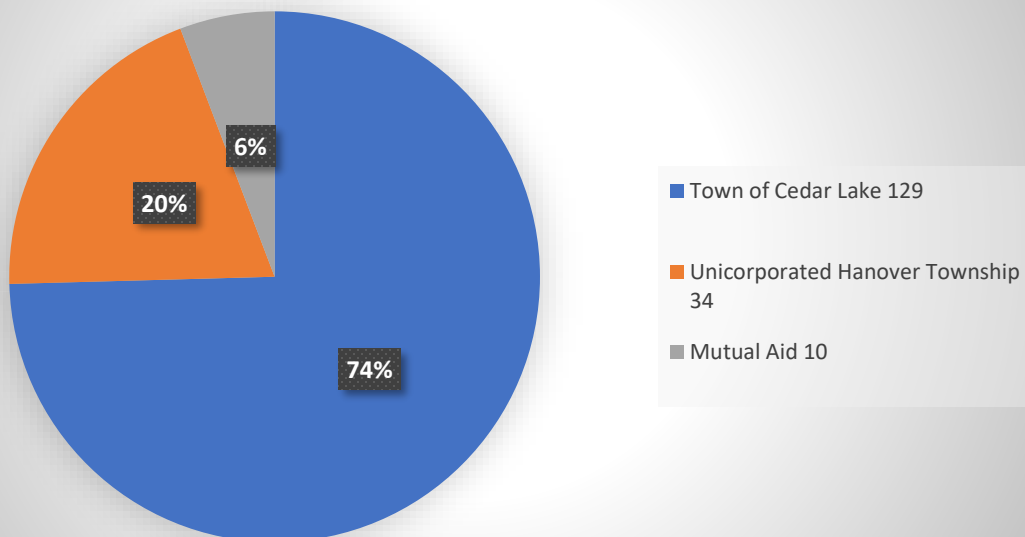
Total Charges Filed: 504

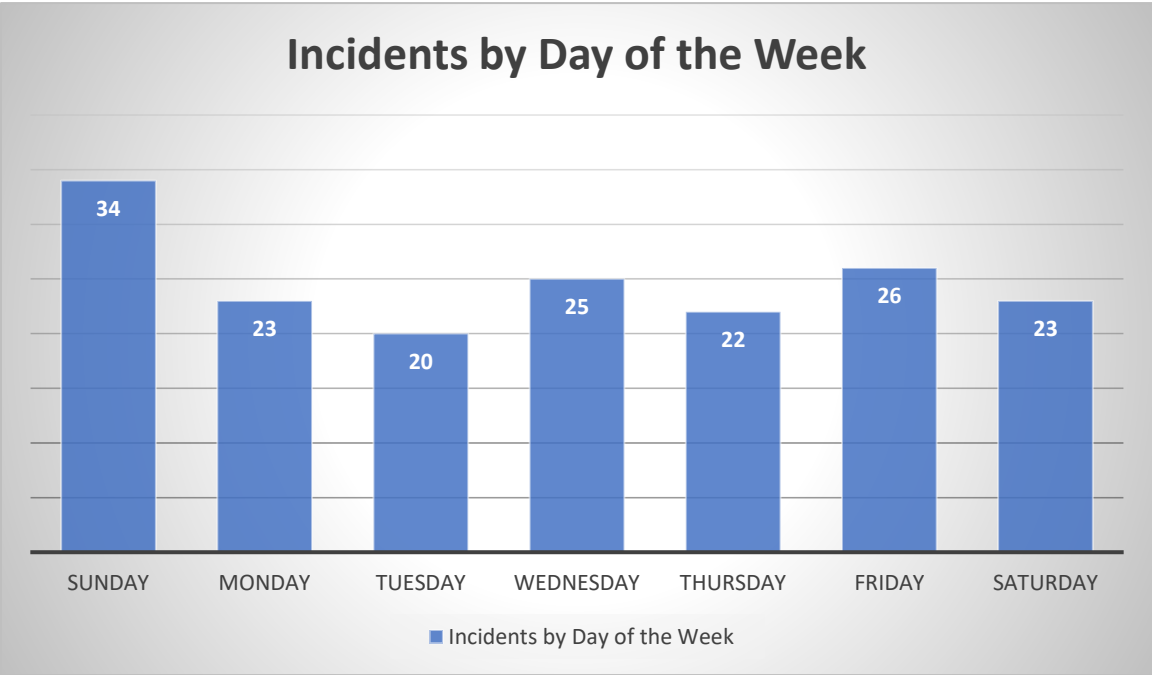
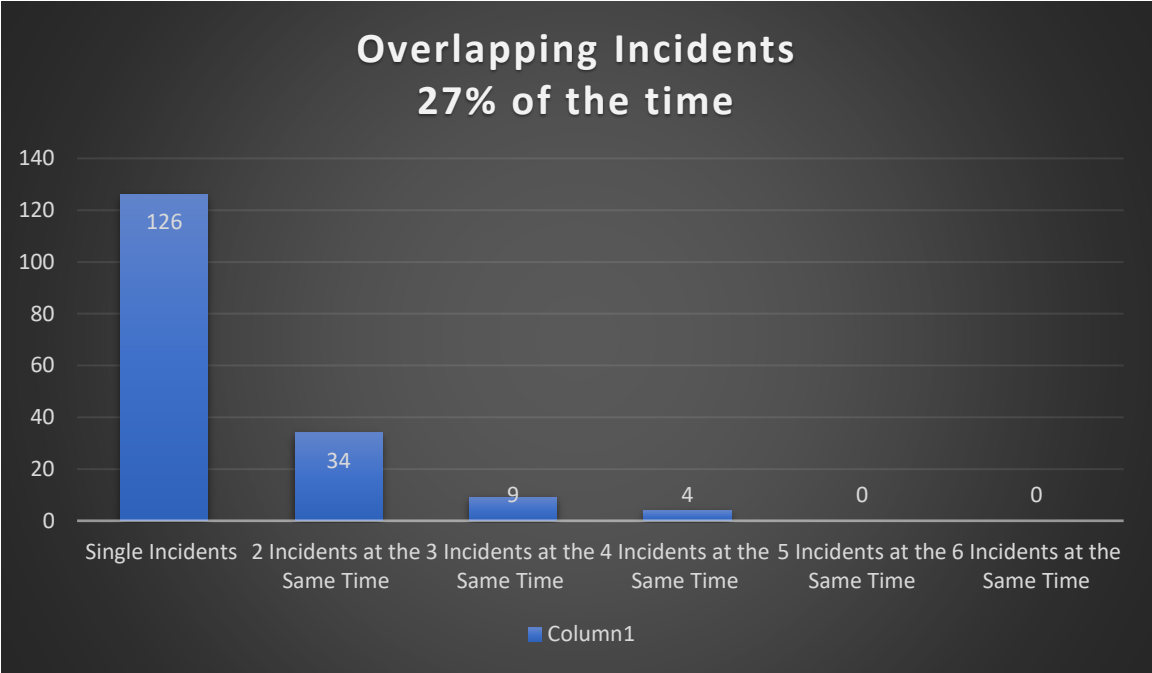
December 2023 Operations Report

November 2023 Incidents
Total = 173

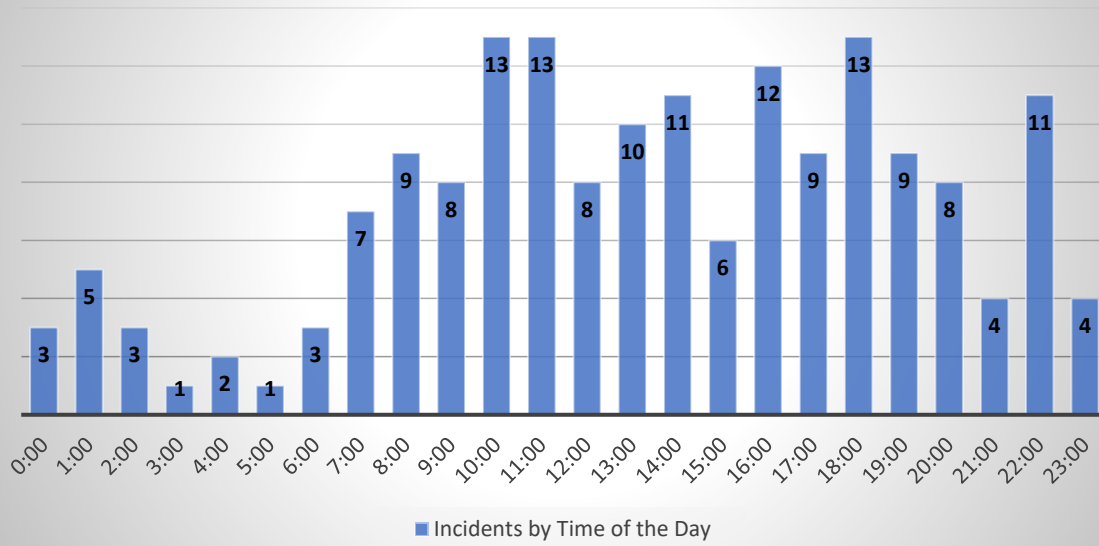


Incidents By Area

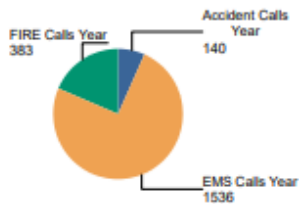




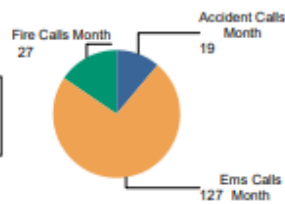
Incidents by Time of the Day



Cedar Lake Fire Department Monthly Summary Report 1/1/2023 to 12/31/2023



Accident Calls Year	6.8%
EMS Calls Year	74.6%
FIRE Calls Year	18.6%
Total:	100.0%



Accident Calls Month	11.0%
Ems Calls Month	73.4%
Fire Calls Month	15.6%
Total:	100.0%

Average Daily Calls for Service: 5.70

Yearly Totals

Agency Assist	4
Disturbance	1
Domestic Dist	1
Domestic w/weap	1
EMD	1
EMS Abdominal	33
EMS Allergic	14
EMS Animal Bite	10
EMS Assault	19
EMS Back Pain	12
EMS Bleeding	41
EMS Breathing	131
EMS Burns	2
EMS Chest Pain	68
EMS Choking	7
EMS Death	12
EMS Diabetic	28
EMS Fall	227
EMS Full Arrest	18
EMS Gunshot	2
EMS Headache	4
EMS Heart Prob	30
EMS Heat / Cold	3
EMS Lift Assist	189
EMS Misc	3
EMS Mutual Aid	6
EMS Overdose	31
EMS Pregnancy	5
EMS Psych	103
EMS Seizure	47
EMS Sick Person	233
EMS Stabbing	1
EMS Standby	16
EMS Stroke	31
EMS Trauma	40
EMS Uncons	114
EMS Unknown	56
Fall	1
FIRE Alarm	59
FIRE Appliance	1
FIRE Assist	19
FIRE Brush	4
FIRE CO Alarm	27
FIRE Dive Recvy	2
FIRE Electrical	1
FIRE Explosion	1

Monthly Totals

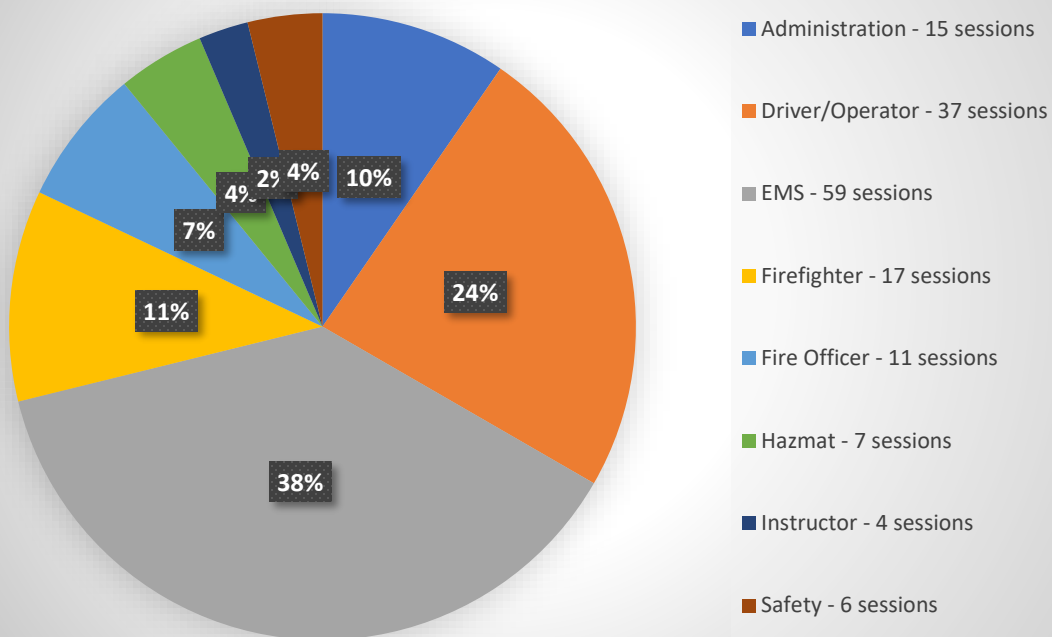
EMS Abdominal	2
EMS Animal Bite	2
EMS Back Pain	1
EMS Bleeding	3
EMS Breathing	11
EMS Chest Pain	4
EMS Death	1
EMS Diabetic	3
EMS Fall	33
EMS Full Arrest	1
EMS Headache	1
EMS Heart Prob	3
EMS Lift Assist	10
EMS Misc	1
EMS Overdose	7
EMS Psych	5
EMS Seizure	4
EMS Sick Person	15
EMS Standby	1
EMS Stroke	1
EMS Trauma	1
EMS Uncons	15
EMS Unknown	2
FIRE Alarm	1
FIRE Appliance	1
FIRE Assist	1
FIRE CO Alarm	6
FIRE Gas IN	1
FIRE Gas OUT	1
FIRE Inspection	1
FIRE Misc	1
FIRE Mutual Aid	2
FIRE Outside	2
FIRE Smoke Odor	1
FIRE Standby	1
FIRE Structure	3
FIRE Utility	2
FIRE Washdown	2
FIRE Water Resc	1
PI Accident	19
Total for Month:	173

FIRE Gas IN	26
FIRE Gas OUT	10
FIRE Hazmat	3
FIRE Inspection	19
FIRE Investigat	12
FIRE Misc	7
FIRE Mutual Aid	22
FIRE Odor	1
FIRE Outside	26
FIRE Smoke	1
FIRE Smoke Odor	3
FIRE Smoke Out	1
FIRE Standby	24
FIRE Structure	64
FIRE Utility	23
FIRE Vehicle	4
FIRE Washdown	8
FIRE Water Resc	15
Odor	1
PD Accident	2
PI Accident	138
Suicidal Subj	2
Suicide	1
Suicide Attempt	1
Unk. Problem	1
<hr/>	
Total for Year:	2,074

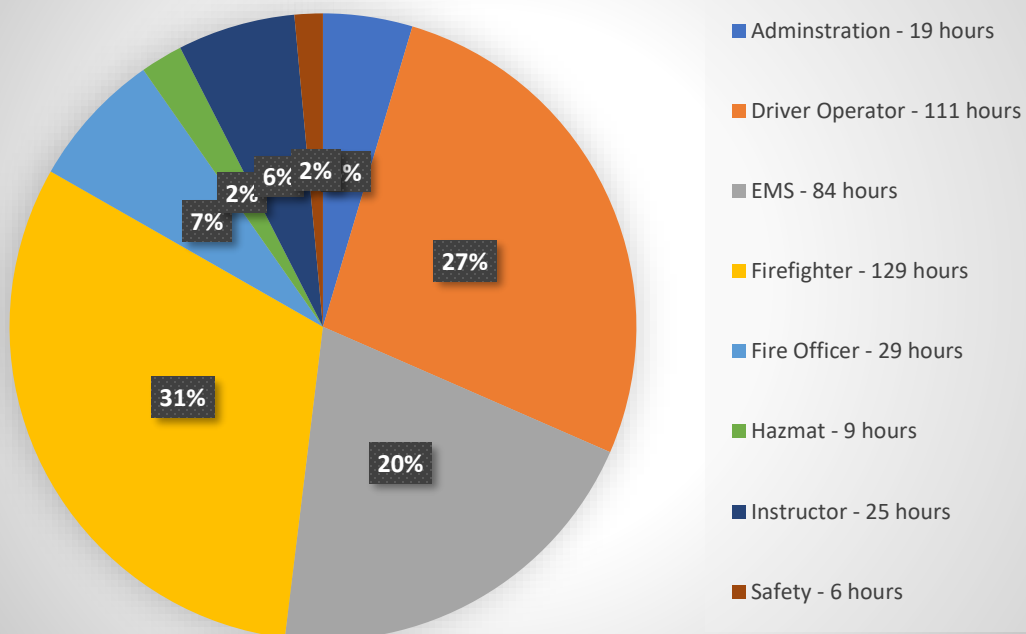
December 2023 Training Report

Hours Logged: 412

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

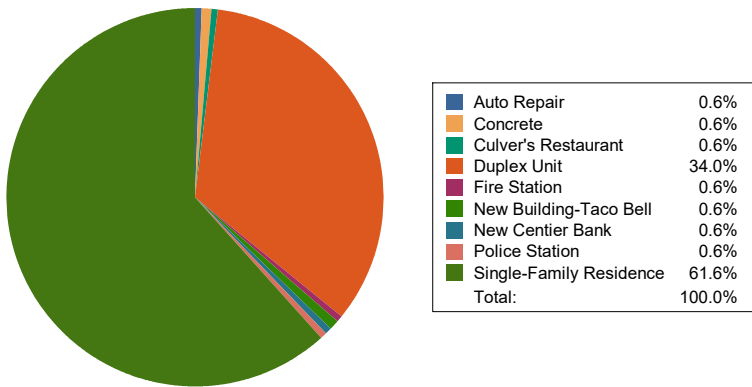


Report of All New Construction Permits

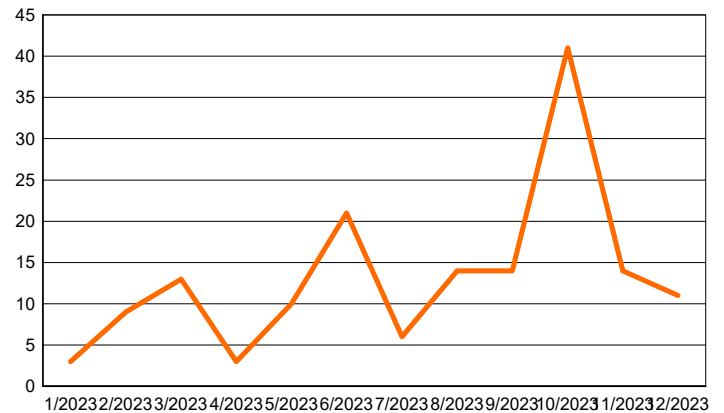
1/1/2023 to 12/31/2023

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 2023Residential New Construction Permits: **19**New Residential Construction Value: **\$5,216,905**Commercial New Construction Permits: **2**New Commercial Construction Value: **\$2,025,000**New Construction Permits: **21**Total Value of Construction for June: **\$7,241,905**

July 2023Residential New Construction Permits: **6**New Residential Construction Value: **\$1,455,610**New Construction Permits: **6**Total Value of Construction for July: **\$1,455,610**

August 2023Residential New Construction Permits: **11**New Residential Construction Value: **\$2,853,435**Commercial New Construction Permits: **1**New Commercial Construction Value: **\$947,690**Municipal New Construction Permits: **2**New Municipal Construction Value: **\$16,000,000**New Construction Permits: **14**Total Value of Construction for August: **\$19,801,125**

September 2023Residential New Construction Permits: **14**New Residential Construction Value: **\$3,144,815**New Construction Permits: **14**Total Value of Construction for September: **\$3,144,815**

October 2023Residential New Construction Permits: **40**New Residential Construction Value: **\$9,192,178**Commercial New Construction Permits: **1**New Commercial Construction Value: **\$791,400**New Construction Permits: **41**Total Value of Construction for October: **\$9,983,578**

November 2023Residential New Construction Permits: **14**New Residential Construction Value: **\$3,161,310**New Construction Permits: **14**Total Value of Construction for November: **\$3,161,310**

December 2023Residential New Construction Permits: **10**New Residential Construction Value: **\$2,137,645**Commercial New Construction Permits: **1**New Commercial Construction Value: **\$18,000**New Construction Permits: **11**Total Value of Construction for December: **\$2,155,645**

Total New Construction Permits: **159**Total Value of New Construction: **\$57,322,201**Total Residential New Construction Permits: **152**Total Value of New Residential Construction: **\$37,540,111**Total Commercial New Construction Permits: **5**Total Value of New Commercial Construction: **\$3,782,090**Total School New Construction Permits: **0**

Total Value of New School Construction:

Town of Cedar Lake

Office of Building, Zoning, and Planning

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

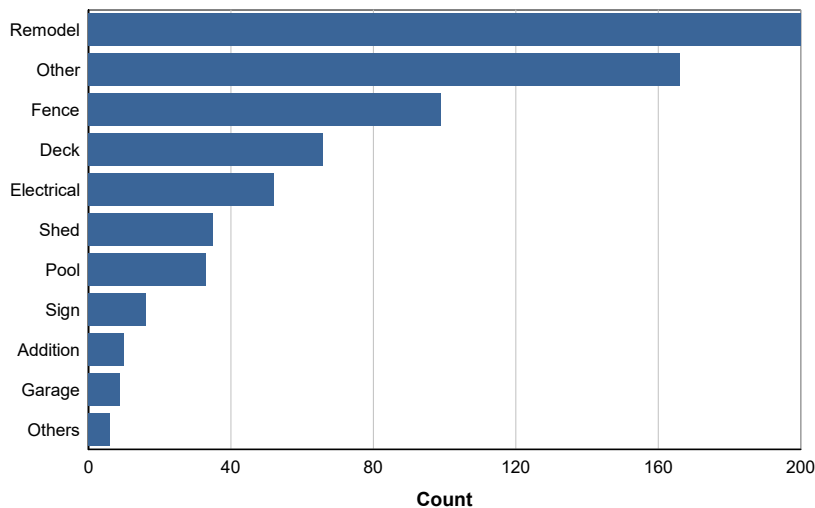
Tel (219) 374-7000 - Fax (219) 374-8588



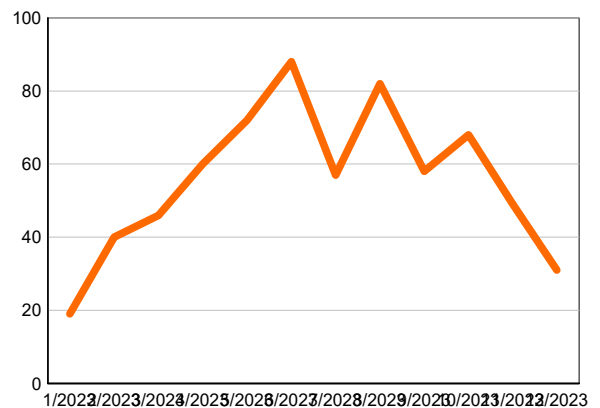
Report of All Other Permits

1/1/2023 to 12/31/2023

Grouped by Month



Permits by Month



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 Church Permits: 1

Other Industrial Permits: 1

Other Open Space Permits: 1

Other Municipal Permits: 1

Total of Other Permits: 40

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

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

Other Church Permits Value: **\$5,600**

Other Industrial Permits Value: **\$15,000**

Other Open Space Permits Value: **\$13,362**

Other Municipal Permits Value: **\$2,300**

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

March 2023

Other Residential Permits: 40

Other Commercial Permits: 5

Other Municipal Permits: 1

Total of Other Permits: 46

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

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

Other Municipal 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**

May 2023

Other Residential Permits: **68**
Other Commercial Permits: **2**
Other Open Space Permits: **1**
Other School Permits: **1**

Total of Other Permits: **72**

Other Residential Permits Value: **\$906,582**
Other Commercial Permits Value: **\$15,000**
Other Open Space Permits Value: **\$750**
Other School Permits Value: **\$22,548**

Total Value of All Other Permits: **\$944,880**

June 2023

Other Residential Permits: **79**
Other Commercial Permits: **4**
Other School Permits: **1**
Other Municipal Permits: **4**

Total of Other Permits: **88**

Other Residential Permits Value: **\$882,058**
Other Commercial Permits Value: **\$60,310**
Other School Permits Value: **\$43,133**
Other Municipal Permits Value: **\$15,500**

Total Value of All Other Permits: **\$1,001,001**

July 2023

Other Residential Permits: **54**
Other Commercial Permits: **2**
Other Industrial Permits: **1**

Total of Other Permits: **57**

Other Residential Permits Value: **\$690,182**
Other Commercial Permits Value: **\$47,250**
Other Industrial Permits Value: **\$200**

Total Value of All Other Permits: **\$737,632**

August 2023

Other Residential Permits: **78**
Other Commercial Permits: **2**
Other Open Space Permits: **1**
Other Municipal Permits: **1**

Total of Other Permits: **82**

Other Residential Permits Value: **\$1,580,913**
Other Commercial Permits Value: **\$75,950**
Other Open Space Permits Value: **\$3,345**
Other Municipal Permits Value: **\$25,508**

Total Value of All Other Permits: **\$1,685,716**

September 2023

Other Residential Permits: **51**
Other Commercial Permits: **5**
Other Open Space Permits: **1**
Other Municipal Permits: **1**

Total of Other Permits: **58**

Other Residential Permits Value: **\$835,211**
Other Commercial Permits Value: **\$95,600**
Other Open Space Permits Value: **\$750**
Other Municipal Permits Value: **\$5,195**

Total Value of All Other Permits: **\$936,756**

October 2023

Other Residential Permits: **61**
Other Commercial Permits: **5**
Other Open Space Permits: **1**
Other Permits: **1**

Total of Other Permits: **68**

Other Residential Permits Value: **\$861,931**
Other Commercial Permits Value: **\$86,440**
Other Open Space Permits Value: **\$15,054**
Other Other Permits Value: **\$12,200**

Total Value of All Other Permits: **\$975,625**

November 2023

Other Residential Permits: **43**
Other Commercial Permits: **4**
Other Church Permits: **1**
Other Municipal Permits: **1**

Total of Other Permits: **49**

Other Residential Permits Value: **\$931,486**
Other Commercial Permits Value: **\$117,900**
Other Church Permits Value: **\$40,000**
Other Municipal Permits Value: **\$5,000**

Total Value of All Other Permits: **\$1,094,386**

December 2023

Other Residential Permits: **29**
Other Commercial Permits: **2**

Total of Other Permits: **31**

Other Residential Permits Value: **\$233,390**
Other Commercial Permits Value: **\$2,792**

Total Value of All Other Permits: **\$236,182**

Grand Total of Other Permits: **670**

Grand Total Value of All Other Permits: **\$11,609,829**



January 10, 2024

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

Attention: Jeff Bunge – Town Manager

Re: Town Engineer Report for January 17, 2024 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 January 17, 2023 Town Council Meeting. This report covers activities for the period of December 17, 2023 through January 10, 2024.

1) Cedar Lake Dredging and Sediment Dewatering Facility Project

CBBEL will be reviewing as-built bathymetric surveys to confirm estimated dredge volumes versus actual dredged quantities throughout January. Dewatering of the Sediment Dewatering Facility has been completed and the outlet pipe has been capped for the season.

CBBEL responded to an IDEM inspection letter on December 15, 2023. We have requested a meeting with IDEM personnel to assess the Class A-SO license certification. We are still waiting for this meeting.

The water treatment additive (flocculant) application is still being reviewed by IDEM. It will not be utilized until approval has been granted.

2) MS4 Coordination

No Change from Previous Report. CBBEL completed a few follow-up dry weather outfall screening tests in accordance with IDDE requirements throughout Town. These outfalls were

re-tested as they were not dry when expected. Further investigation will be completed if the discharge tests positive for pollutants of concern. CBBEL will also begin a modernization and update to the Town's storm sewer atlas over the winter.

CBBEL recently completed Town-owned facility inspections with Town personnel. These inspections are a MS4 permit requirements and must be completed annually. Deficiencies were communicated with Town staff.

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). These values will most likely be adjusted for projected inflation.

CBBEL will begin design of the 133rd Avenue road raise project shortly. We are required to supply updated construction cost estimates to NIRPC within the first quarter of this year to include in their budgeting for the 2025 construction season.

4) Other Funding Opportunities

- **Community Crossing Grant, 2022-2:** *No Change from Previous Report.* 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.* The Town was notified on November 3, 2023 that they were awarded \$87,200.00 for a crack sealing and thermoplastic striping project on several roads throughout Town. The project and bid documents will be finalized with an expected construction timeframe of Spring 2024.
- **Community Crossing Grant, 2024-1:** *No Change from Previous Report.* INDOT notified LPAs on December 12th that the first round of the 2024 CCMG program will open on January 2, 2023 and close on January 31, 2023 at 4pm (CST). INDOT has increased the annual matching cap from \$1,000,000 to \$1,500,000. CBBEL will discuss

possible projects with the Town and budgetary constraints for a possible submission.

- **2023 CDBG Funds, Lynnsway ADA Ramps:** *No Change from Previous Report.* We understand the project was formally awarded at the second November council meeting. CBBEL will finalize the contracts for signature and the project is scheduled to begin in Spring 2024.
- **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 report and will provide it to Town staff 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. CBBEL was informed that no decisions will be made on this funding disbursement until after the April 27, 2024 grant submittal date.

5) Town Street Committee & Roadway Items

- Shades (East of Morse St and North of 141st Avenue): Phase 1A of this project is now substantially complete. Retaining wall work on Wheeler Street and temporary landscaping has been completed. 141st Avenue will remain at temporary striping and binder asphalt until next year.

Remaining items in Phase 1A and Phase 1B work will begin in Spring 2024 once weather permits. NIPSCO will complete gas main relocation work prior to Phase 1B commencing. We are still awaiting easement information for Phase 1B work from the Town Attorney.

- 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: *No Change from Previous Report.* 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. CBBEL has also provided the sidewalk layout plan to staff for the 141st Avenue crossing near the middle/elementary school.

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.

- 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: *No Change from Previous Report*. CBBEL is coordinating with Town staff and the Contractor on an as-needed basis. CBBEL has provided easement and legal description information to the Town Attorney review. NIPSCO is requiring an easement along the north side of the fire station to deliver power. CBBEL is also coordinating the Morse Street watermain project with the project team.

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 in early 2024.

6) Redevelopment Commission

CBBEL is completing the following projects for the Redevelopment Commission:

- Morse Street/Constitution Avenue Watermain Extension: CBBEL met with Town staff, Public Works staff, and the representatives from the Police-Fire team on January 10th. CBBEL presented results from water modeling of the east side water system necessary to obtain the IDEM Notice of Intent for this project to proceed and address remaining contingencies related to the 141st Avenue transmission main NOI.

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.

- Monastery Woods, North – Phase 3: Olthof has three remaining contingencies to address.
- Centennial Townhomes: CBBEL received additional information from the Applicant on December 20th and is currently reviewing.
- Seal Tight Exteriors (Lakeview, Lot 10): CBBEL issued the stormwater permit for this project on January 8th.
- Lakeside South PUD: CBBEL issued a comment letter on December 1st for the Applicant to address.
- 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 December 1st.
- Bay Bridge PUD: CBBEL issued a comment letter for the Applicant to address on September 15th.
- Torok 1-Lot Subdivision: CBBEL received information from the Applicant on January 2nd and is currently reviewing.
- Faith Church Expansion: CBBEL received information from the Applicant on January 3rd and is currently reviewing.
- Joyful Acres 1-Lot Subdivision: CBBEL received information from the Applicant on January 3rd and is currently reviewing.
- Dairy Queen Expansion: CBBEL received information from the Applicant on December 21st and is currently reviewing.
- 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. CBBEL met with Public Works personnel on January 8th to discuss the draft details.

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 November 2nd.**

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. **The Town Attorney submitted information regarding this item to CBBEL and the Town on November 2nd.**

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. **No Change.**

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

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

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

9) Building Department

CBBEL has been completing site plan and as-builts for individual lots. CBBEL has also been completing on-going development reviews in the following subdivisions/projects: Summer Winds, Birchwood Farms, Rose Garden Estates, Ledgestone, Centennial Villas/Estates, Beacon East, Beacon West (Phases 5-7), Lakeside Unit 2 Block 1, Hanover Central Middle/Elementary School, Cedar Lake Storage, Lakeview Business Park, Oakwood, Police/Fire Complex, 141st Partners Storage, 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 2024.

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
Senior Civil Engineer

L060015 Council Report 011024.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 01/10/24

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
060015.00001	Town Council	n/a	Town Council Report for 01/17/24 meeting	Completed	01/10/24
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>CBBEL will be reviewing as-built bathymetric surveys to confirm estimated dredge volumes versus actual dredged quantities throughout January. Dewatering of the Sediment Dewatering Facility has been completed and the outlet pipe has been capped for the season.</p> <p>CBBEL responded to an IDEM inspection letter on December 15, 2023. We have requested a meeting with IDEM personnel to assess the Class A-SO license certification. We are still waiting for this meeting.</p> <p>The water treatment additive (flocculant) application is still being reviewed by IDEM. It will not be utilized until approval has been granted.</p> <p>– 01/10/24 Council Report for details.</p>	ongoing
230324	Morse/Constitution Watermain Project	\$210,100 (combined)	Construction Observation	<p>CBBEL met with Town staff, Public Works staff, and the representatives from the Police-Fire team on January 10th. CBBEL presented results from water modeling of the east side water system necessary to obtain the IDEM Notice of Intent for this project to proceed and address remaining contingencies related to the 141st Avenue transmission main NOI.</p> <p>– see 01/10/24 Council Report for details.</p>	ongoing
230324	Shades Subdivision Project	\$210,100 (combined)	Construction Observation	Phase 1A of this project is now substantially complete. Retaining wall work on Wheeler Street and temporary landscaping has been completed. 141 st Avenue will remain at temporary striping and binder asphalt until next year.	ongoing

Town of Cedar Lake – Project Status Report

Christopher B. Burke Engineering, LLC

updated 01/10/24

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
				Remaining items in Phase 1A and Phase 1B work will begin in Spring 2024 once weather permits. NIPSCO will complete gas main relocation work prior to Phase 1B commencing. We are still awaiting easement information for Phase 1B work from the Town Attorney. – see 01/10/24 Council Report for details.	
090043	MS4 Coordination	\$19,400 (annual)	MS4 Coordination Services & Development	<p><i>No Change from Previous Report.</i> CBBEL completed a few follow-up dry weather outfall screening tests in accordance with IDDE requirements throughout Town. These outfalls were re-tested as they were not dry when expected. Further investigation will be completed if the discharge tests positive for pollutants of concern. CBBEL will also begin a modernization and update to the Town's storm sewer atlas over the winter.</p> <p>CBBEL recently completed Town-owned facility inspections with Town personnel. These inspections are a MS4 permit requirements and must be completed annually. Deficiencies were communicated with Town staff. – see 01/10/24 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																																					