



TOWN COUNCIL PUBLIC MEETING AGENDA

February 6, 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

OATHS OF OFFICE: Fire Department: Chief Todd Wilkening – Jose Bugarin Delgado and Collin Turner

PRESENTATION: Veridus Group, Matthew Mason and David Rainey

PUBLIC HEARINGS:

1. **Ordinance No. 1456**, Public Way Vacation Continued Public Hearing – Rago
(Deferred at initial Public Hearing on 4/27, 6/20, 7/18, 8/1, 8/15, 10/3, 12/19/2023 & 01/02/2024)
2. **Ordinance No. 1484**, Public Way Vacation – Owner: Porter, Petitioner: Nathan Vis

PUBLIC COMMENT (*on agenda items*):

CONSENT AGENDA:

1. **Minutes:** December 19, 2023, and January 23, 2024
2. **Claims:** All Town Funds: \$463,081.65; Wastewater Operating: \$809,592.61; Water Utility: \$80,755.76; Storm Water: \$20,321.77; and Payroll: 1/18/2024 & 2/1/2024 - \$692,237.09
3. **Town Grounds Use Approval for the Beach, Lions Den, and Restrooms:** Hanover School Education Foundation – Annual Penguin Plop Event (March 2, 2024)

ORDINANCES/RESOLUTIONS:

1. **Resolution No. 1347** – 2024 Summerfest Resolution
2. **Resolution No. 1348** – A Moratorium Resolution

BZA/PLAN:

1. Accept the Conversion of a Performance Letter of Credit to a Maintenance Letter of Credit in the amount of **\$72,854.19** for Beacon Pointe East, Unit 2,
2. Accept a Performance Letter of Credit Extension to July 30, 2024, in the amount of **\$341,736.80** for Beacon Pointe East, Unit 1
3. Accept a Performance Letter of Credit Extension to January 15, 2025, in the amount of **\$14,047.00** for Cedar View Properties, LLC
4. Accept a Performance Letter of Credit Extension to February 15, 2025, in the amount of **\$244,187.85** for Summer Winds Unit 1

NEW BUSINESS:

1. Town Manager's Contract – Jeff Bunge
2. Town Manager's Conflict of Interest Disclosure Statement
3. Fire Department Reimbursement Agreements
 - a. Jose Bugarin Delgado
 - b. Collin Turner
4. 2024 Farmers' Market Agreement
5. 2023 Indiana Medicaid EMS Supplemental Payment Cost Report Engagement Letter, Rooney & Co
6. Professional Services Agreement – Crowe
7. Professional Services Agreement – Veridus Group
8. Consider Fire Department Line-Item Transfer Request
9. Sewer Elimination Agreement for 11104 W 133rd Avenue
10. Consider a Quit Claim Deed of a small parcel of land to Pine Crest Marina and related documents
11. Approve the use of Town Hall as a polling location for the 2024 Primary and General Elections on May 7, 2024, and November 5, 2024, respectively
12. Appointment of a new Board of Zoning Appeals Member

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 20, 2023 at 7:00 pm

The Town of Cedar Lake is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding accessibility of the meeting or the facilities, please contact the Cedar Lake Town Hall at (219) 374-7400.

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1456

AN ORDINANCE VACATING A PUBLIC WAY IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AND ALL MATTERS RELATED THERETO.

WHEREAS, on the 17th day of January 2023, the Owners of real property located in the Town of Cedar Lake, Lake County, Indiana, legally described in Exhibit "A" attached hereto, petitioned the Town Council of the Town of Cedar Lake, Lake County, Indiana, to vacate a parcel of platted public way legally described in Exhibit "A", attached hereto; and

WHEREAS, a Public Hearing was held on said Petition, after due notice was provided pursuant to the statutory requirements of I.C. §36-7-3-12, as amended from time to time; and

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Council"), has considered the presentation and petition, as well as any remonstrances made by interested Parties to the vacation of said platted public way as described herein; and

WHEREAS, the Town Council has reviewed the request of the Owner for vacation of the said platted public way, and has determined that the area sought by Owner to be vacated is not necessary to the growth of the area in which it is located, or to which it is contiguous; further, that the vacation of the platted public way sought to be vacated would not eliminate the Public's access to any Church, School, or any other Public building or place; and

WHEREAS, the Town Council has further determined that the said platted public way so described is a platted public way in a residentially zoned subdivision which is not utilized by the Public in any manner and is not anticipated as needed for such purpose in the future.

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

SECTION ONE: That the described portions of the platted public way identified on Exhibit "A", attached hereto, and located in the Town of Cedar Lake, Lake County, Indiana, be vacated, as petitioned for, subject to any conditions of approval required by the Town Council herein, if applicable.

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

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

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

ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, ON THIS ____ DAY OF _____, 20____.

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

Town Council President

Vice-President

Member

Member

Member

Member

Member

ATTEST:

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

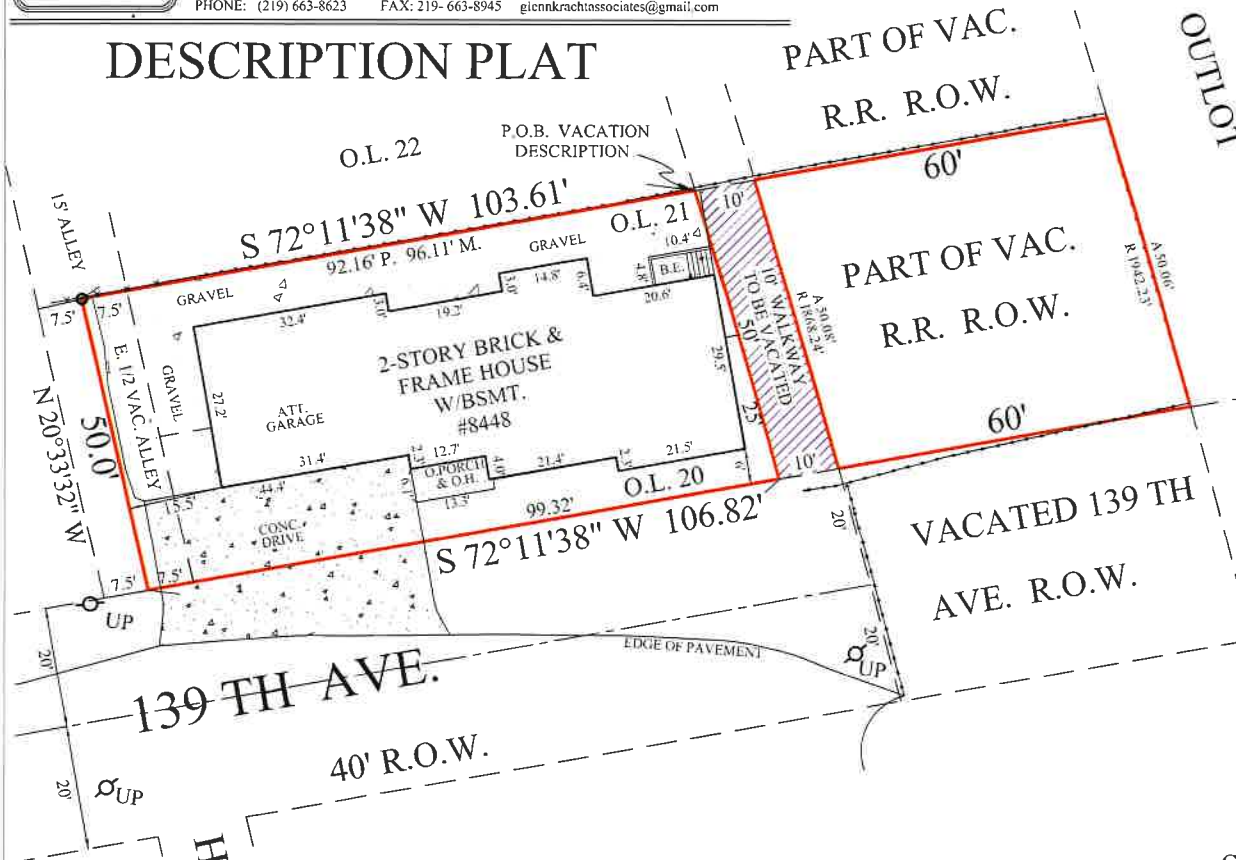
EXHIBIT A



GLENN KRACHT ASSOCIATES

314 FAIRFIELD DRIVE CROWN POINT, IN 46307
PHONE: (219) 663-8623 FAX: 219- 663-8945 glennkrachtassociates@gmail.com

DESCRIPTION PLAT



DESCRIPTION FOR WALKWAY VACATION:

A part of Lake Shore Addition to Cedar Lake, as per plat thereof, Recorded June 24, 1926 in Plat Book 20 page 9, in the Office of the Recorder of Lake County, Indiana, described as follows: Commencing at the Northeast corner of Out Lot 21 in Lake Shore Addition; thence South along the Easterly line of Out Lots 21 and 20 to the Southeast corner of Out Lot 20; thence Easterly along the Southerly line of Out Lot 20 extended for 10 feet; thence Northerly to a point on the Northerly line of Out Lot 21 extended being 10 feet East of the Northeast corner of Out Lot 21; thence Westerly 10 feet to the point of commencement.

PROPERTY ADDRESS:
8448 W. 139TH AVENUE CEDAR LAKE, IN 46303

LEGAL DESCRIPTION:
OUT-LOTS TWENTY (20) AND TWENTY-ONE (21), IN LAKE SHORE ADDITION TO CEDAR LAKE, INDIANA, BEING A SUBDIVISION OF PART OF THE SOUTH ONE-HALF OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M., AS THE SAME APPEARS OF RECORD IN PLAT BOOK 20, PAGE 9, IN THE RECORDER'S OFFICE IN SAID COUNTY; AND, PART OF THE ABANDONED RIGHT OF WAY OF THE CHICAGO, INDIANAPOLIS AND LOUISVILLE RAILROAD, IN THE SOUTH HALF OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M., TO WIT: BEGINNING AT THE NORTHEAST CORNER OF OUT-LOT 21 IN LAKE SHORE ADDITION TO CEDAR LAKE, INDIANA (AS SAID SUBDIVISION APPEARS OF RECORD IN PLAT BOOK 20, PAGE 9); THENCE EASTERLY 70 FEET ON THE NORTH LINE OF SAID OUT-LOT 21 EXTENDED THENCE SOUTHERLY 50 FEET TO A POINT 70 FEET EASTERLY OF THE SOUTHEAST CORNER OF OUT-LOT 20 IN SAID LAKE SHORE ADDITION, ON THE SOUTH LINE OF SAID OUT-LOT 20 EXTENDED; THENCE WESTERLY 70 FEET TO THE SOUTHEAST CORNER OF SAID OUT-LOT 20; THENCE NORTHERLY 50 FEET TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM THE WESTERLY 10 FEET THEREOF BY PARALLEL LINES, IN LAKE COUNTY, INDIANA.

PARCEL ID #45-15-27-407-027.000-014
OWNERS: JOHN C. RAGO & D. JEAN RAGO

NORTH

CLIENT: JAMES L. WIESER
DATE: NOVEMBER 14, 2023
JOB NO. : 236438

SCALE: 1" = 20'



I hereby certify that the property herein was surveyed under my supervision on or about the date indicated according to TITLE 865, ARTICLE 1, CHAPTER 12 of the Indiana Administrative Code, and that the plat hereon drawn represents said survey. No dimensions should be assumed or scaled. The purpose of this Survey is to locate the improvements on the property and to provide a Description for the Vacation of the Public Walkway.

Glenn H. Kracht
Glenn H. Kracht
IN Registered Surveyor No. 9400001



Town of Cedar Lake

Public Way Vacation Application

1. List the street name and block or general vicinity of the public way vacation request.
8448 w. 139th Avenue

2. List all property tax key numbers relating to address or general vicinity of public way listed in item 1. Also, attach to this application a plat of survey and a full legal description of public way involved in this request. The legal description shall be prepared by a certified engineer or land surveyor.
Parcel # 45-15-27-407-027.000-014

3. Indicate the reason(s) for your request to vacate the public way described in item 2.
Constructed a single-family house with an attached deck. The deck will extend over the abandoned railroad walkway, which is not utilized and has neighboring structures extending over it facing the lake.

| Property Owner(s) Information | Petitioner(s) Information (If different than owner.) |
|--|--|
| Name(s) John & Dorys Rago | Name(s) SAME |
| Mailing Address [REDACTED] | Mailing Address |
| City, State, Zip Cedar Lake, IN 46303 | City, State, Zip |
| Phone [REDACTED] | Phone |
| Alternate Phone N/A | Alternate Phone |
| Fax N/A | Fax |

I (We) the undersigned now state that the information contained in this application and all attached exhibits are true and correct to the best of my (our) knowledge and belief and that I (we) have read all the information contained above and that I (we) am/are submitting such facts and figures to the Cedar Lake Town Council for the purpose of this request for the above referenced real estate.

Signature of Owner(s)

STATE OF INDIANA

COUNTY OF LAKE

SS:

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

Signature of Petitioner(s)

STATE OF INDIANA

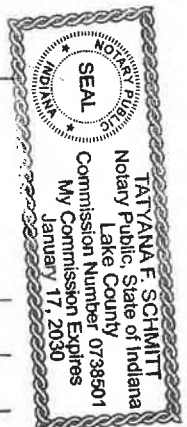
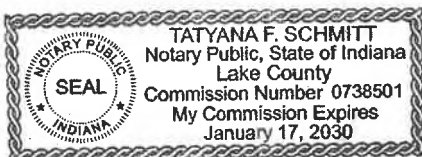
COUNTY OF LAKE

SS:

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

Notary Public
My Commission Expires 1-17-30

Notary Public
My Commission Expires 1-17-30



Date: June 17, 2021 From: Jill J. Boganwright -Tabor
Subject: Request to Utilize Utility Easement Dept.: Survey & Land
To: John C. & Dorys Jean Rago Re: **NIPSCO LONO # 45832**
8448 W. 139th Ave. Parcel 45-15-27-407-027.000-014
Cedar Lake, IN 46303 Lake Shore Add. Outlots 20,21 & E.1/2 of
Vac. Adj Alley & Pt. of Vac. R/W Adj.

This letter is to confirm that Northern Indiana Public Service Company LLC (NIPSCO) has reviewed your proposal to utilize a portion of the 15' general utility and drainage easement located in the referenced parcel, for the construction of a deck.

DEPICTION

DEPICTED ON THE DIAGRAM LABELED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF


NIPSCO does have facilities within the general utility easement, but does not object to the proposed utilization. All NESC and OSHA requirements must be maintained while working within the vicinity of NIPSCO's overhead electric lines. Should any damage to NIPSCO facilities be damaged due to the construction of the deck, the cost responsibility will be on the customer.

Calling in locates (811) two business days prior to any ground disturbance is required.

Should any damage occur to said deck due to NIPSCO's access, maintenance, operation or emergency (etc.) of said facilities, costs will be the responsibility of the customer.

Feel free to contact me if you require any additional information or assistance.

Sincerely,



Jill J. Boganwright-Tabor
NIPSCO Survey and Land
Phone: 219-647-5007
E-Mail: jtabor@nisource.com

EXHIBIT A



INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT, made this _____ day of _____, 2023, by and between **JOHN RAGO and DORYS JEAN RAGO**, of 8448 W. 139th Avenue, Cedar Lake, Lake County, Indiana, (hereinafter "INDEMNITOR"), and **TOWN OF CEDAR LAKE**, Lake County, Indiana, a Municipal Corporation, of 7408 Constitution Avenue, Cedar Lake, Lake County, Indiana 46303 (hereinafter "INDEMNITEE").

In consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed by INDEMNITOR and INDEMNITEE as follows:

I.

LIABILITY, LOSS OR DAMAGE

INDEMNITOR undertakes to indemnify INDEMNITEE from any and all liability, loss or damage INDEMNITEE may suffer as a result of any and all claims, demands, costs, or judgments against it arising from the adoption of Town Ordinance No. 1456, the same being **AN ORDINANCE VACATING A PUBLIC WAY IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AND ALL MATTERS RELATED THERETO**; and further, shall indemnify INDEMNITEE from any and all claims, demands, costs, or judgments arising from the issuance of a building permit to allow INDEMNITOR to construct a deck addition onto their existing residence which will then extend over and beyond the public way vacated by the adoption of Town Ordinance No. 1456. Said indemnification shall apply solely to liability for claims, demands, costs or judgments against INDEMNITOR as a result of the location and proximity of NIPSCO high tension wires extending over the deck servicing several adjacent residences.

II.

DURATION

Indemnity under this Agreement shall commence on the _____ day of _____, _____, and shall continue in full force and effect in perpetuity, and shall constitute a covenant running with the land as to the INDEMNITOR, and any and all subsequent purchasers.

This Indemnity Agreement shall be recorded in the Office of the Recorder of Lake County, Indiana.

III.

REQUIREMENT OF NOTICE TO INDEMNITOR

INDEMNITEE agrees to notify INDEMNITOR in writing, within _____ days, by certified mail, return receipt requested, and hand delivery, at INDEMNITORS' address as stated in this Agreement, of any claim made against INDEMNITEE on the obligations indemnified against.

IN WITNESS WHEREOF, the Parties have executed this Indemnity Agreement at Cedar Lake, Indiana, on the date and year first above written.

INDEMNITOR:

By: _____
JOHN RAGO

By: _____
DORYS JEAN RAGO

INDEMNITEE:

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

By: _____

Print Name: _____

Title: _____

Attest: _____
Jennifer Sandberg, Clerk-Treasurer

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1484

AN ORDINANCE VACATING A PUBLIC WAY IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AND ALL MATTERS RELATED THERETO.

WHEREAS, on the 1st day of December, 2023, the Owner(s) of real property located in the Town of Cedar Lake, Lake County, Indiana, legally described in Exhibit "A" attached hereto, petitioned the Town Council of the Town of Cedar Lake, Lake County, Indiana, to vacate a parcel of a platted public way legally described in Exhibit "A" attached hereto; and

WHEREAS, a Public Hearing was held on said Petition, after due notice was provided pursuant to the statutory requirements of I.C. §36-7-3-12, as amended from time to time; and

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Council"), has considered the presentation and petition, as well as any remonstrances made by interested Parties to the vacation of said platted public way as described herein; and

WHEREAS, the Town Council has reviewed the request of the Owner for vacation of the said platted public way, and has determined that the area sought by Owner to be vacated is not necessary to the growth of the area in which it is located, or to which it is contiguous; further, that the vacation of the platted public way sought to be vacated would not eliminate the Public's access to any Church, School, or any other Public building or place; and

WHEREAS, the Town Council has further determined that the said platted public way so described is a platted public way in a residentially zoned subdivision which is not utilized by the Public in any manner, and is not anticipated as needed for such purpose in the future.

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

SECTION ONE: That the described portion of the platted public way identified on Exhibit "A", attached hereto, and located in the Town of Cedar Lake, Lake County, Indiana, be vacated, as petitioned for, subject to any conditions of approval required by the Town Council herein, if applicable.

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

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

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

**ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN OF COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA ON THIS ____ DAY OF ____
_____ 2024.**

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

Nick Recupito, President

Greg Parker, Vice-President

Robert H. Carnahan, Member

Julie A. Rivera, Member

Chuck Becker, Member

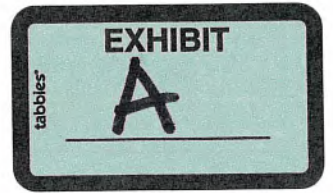
Mary Joan Dickson, Member

Richard C. Thiel Jr., Member

ATTEST:

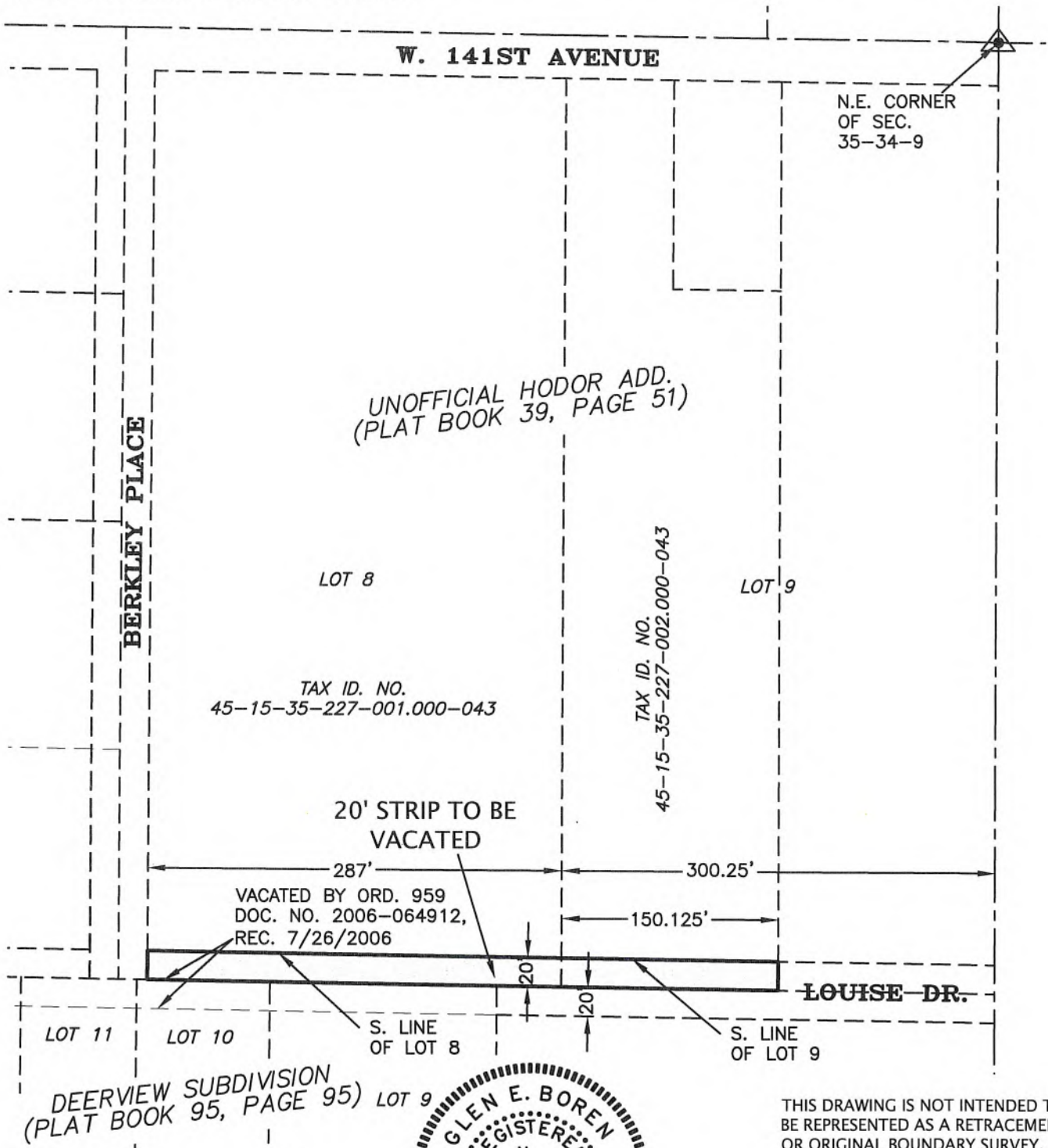
Jennifer N. Sandberg, IAMC, CMC, CPFIM
Clerk-Treasurer

THE NORTH HALF OF LOUISE DRIVE ADJOINING THE SOUTH LINE OF LOT 8 AND THE WEST HALF OF LOT 9
IN THE UNOFFICIAL PLAT OF HODOR ADDITION TO CEDAR LAKE, INDIANA AS RECORDED IN PLAT BOOK
39, PAGE 51 IN THE OFFICE THE RECORDER OF LAKE COUNTY, INDIANA.

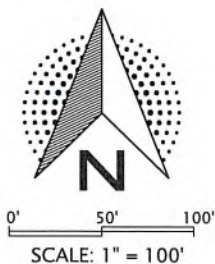


VACATION EXHIBIT

PARCEL DESCRIPTION: THE NORTH HALF OF LOUISE DRIVE ADJOINING THE SOUTH LINE OF LOT 8 AND THE WEST HALF OF LOT 9 IN THE UNOFFICIAL PLAT OF HODOR ADDITION TO CEDAR LAKE, INDIANA AS RECORDED IN PLAT BOOK 39, PAGE 51 IN THE OFFICE THE RECORDER OF LAKE COUNTY, INDIANA.



Reference Name: PORTER
Survey Job No: 23-1176
Drawn By: G.B.
Date: 11/29/23
/23-1176 VACATION
EXHIBIT.DWG
Sec. 35-34-9
Lake County, IN



Glen E. Boren

THIS DRAWING IS NOT INTENDED TO
BE REPRESENTED AS A RETRACEMENT
OR ORIGINAL BOUNDARY SURVEY,
OR A SURVEYOR LOCATION REPORT.

DVG TEAM, Inc
1155 Troutwine Road
Crown Point, IN 46307
Phone: (219) 662-7710
Fax: (219) 662-2740
www.dvgteam.com



Town of Cedar Lake

Public Way Vacation Application Procedures

Public Way Vacation petitions shall be filed in accordance with Indiana Code 36-7-3-12, namely:
"36-7-3-12 Vacation of public way or place; petition; notice; hearing; adoption or ordinance; appeals

Sec. 12. (a) Persons who:

- (1) own or are interested in any lots or parts of lots; and
 - (2) want to vacate all or part of a public way or public place in or contiguous to those lots or parts of lots;
- may file a petition for vacation with the legislative body of:
- (A) a municipality, ..."

The Department of Building, Planning & Zoning will assist petitioner with publication and notification requirements for public hearing. For any government owned land use applications or petitions for vacation of public ways or easements, a sign shall be posted on the real property which is the subject of the Public Hearing (10) days, or more, before the date fixed for the Public Hearing. The sign shall be minimally two feet by two feet (2'x2'), and placed in a location visible from a public road. Further, the sign shall minimally state "Public Hearing Notice", with the date and time of the Public Hearing, and the body conducting the Public Hearing identified thereon. Further, the name and contact information of the party or entity seeking an approval shall be displayed on such sign. This sign notice requirement is in addition to the Public Hearing Notice requirements otherwise required by Town ordinances and applicable state law, as amended from time to time.

| 2023 Town Council Public Meeting/Work session 1 st Tuesday 7:00 pm | 2023 Town Council Public Meeting 3 rd Tuesday 7:00 pm |
|---|--|
| January 3 | January 17 |
| February 7 | February 21 |
| March 7 | March 21 |
| April 4 | April 18 |
| No Meeting (Election Day) | May 16 |
| June 6 | June 20 |
| No Meeting (Holiday) | July 18 |
| August 1 | August 15 |
| September 5 | September 19 |
| October 3 | October 17 |
| No Meeting (Election Day) | November 21 |
| December 5 | **December 19 6:30 p.m. |

Only complete applications, along with a \$200.00 filing fee, will be accepted. The petitioner is responsible for all costs associated with the requirements of the public hearing and all legal fees associated with the preparation and execution of any required ordinance.

By signing below you acknowledge that you will be responsible for any additional costs associated with this Variance Application and procedure, i.e. certified mailings and publication(s). If you have any questions concerning this application or filing thereof, please don't hesitate to contact:

Town of Cedar Lake
 Department of Building, Planning & Zoning
 7408 Constitution Avenue
 P. O. Box 707
 Cedar Lake, IN 46303
 219-374-7400 Phone
 219-374-8588 Fax

 Petitioner

 Petitioner

Town of Cedar Lake

Public Way Vacation Application

1. List the street name and block or general vicinity of the public way vacation request.
Louise Dr

2. List all property tax key numbers relating to address or general vicinity of public way listed in item 1. Also, attach to this application a plat of survey and a full legal description of public way involved in this request. The legal description shall be prepared by a certified engineer or land surveyor.
45-15-35-227-001.000-043, 45-15-227-002.000-043

3. Indicate the reason(s) for your request to vacate the public way described in item 2.
complete the road vacation, see road vacation 2006-064912

| Property Owner(s) Information | | Petitioner(s) Information (If different than owner.) | |
|-------------------------------|-----------------------|--|----------------------|
| Name(s) | <u>Linsey Porter</u> | Name(s) | <u>Jis Law</u> |
| Mailing Address | <u>[REDACTED]</u> | Mailing Address | <u>12632 Wickor</u> |
| City, State, Zip | <u>Cedar Lake, IN</u> | City, State, Zip | <u>Cedar Lake IN</u> |
| Phone | <u>[REDACTED]</u> | Phone | <u>219-230-4533</u> |
| Alternate Phone | | Alternate Phone | |
| Fax | | Fax | |

I (We) the undersigned now state that the information contained in this application and all attached exhibits are true and correct to the best of my (our) knowledge and belief and that I (we) have read all the information contained above and that I (we) am/are submitting such facts and figures to the Cedar Lake Town Council for the purpose of this request for the above referenced real estate.

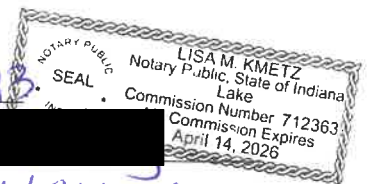
Signature of Owner(s):
[REDACTED]

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Subscribed and sworn to before me this

day of

December 23, 2023



Notary Public
My Commission Expires 4-14-26

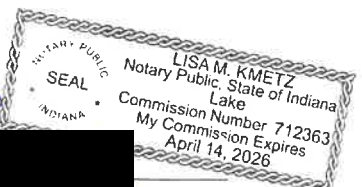
Signature of Petitioner(s):
[REDACTED]

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Subscribed and sworn to before me this

day of

Dec, 2023



Notary Public
My Commission Expires 4-14-26

Filing Information

| | |
|-----------|----------|
| Date | 12/1/23 |
| Fee | \$200.00 |
| Check # | 8190 |
| Receipt # | 694175 |
| By | SA |

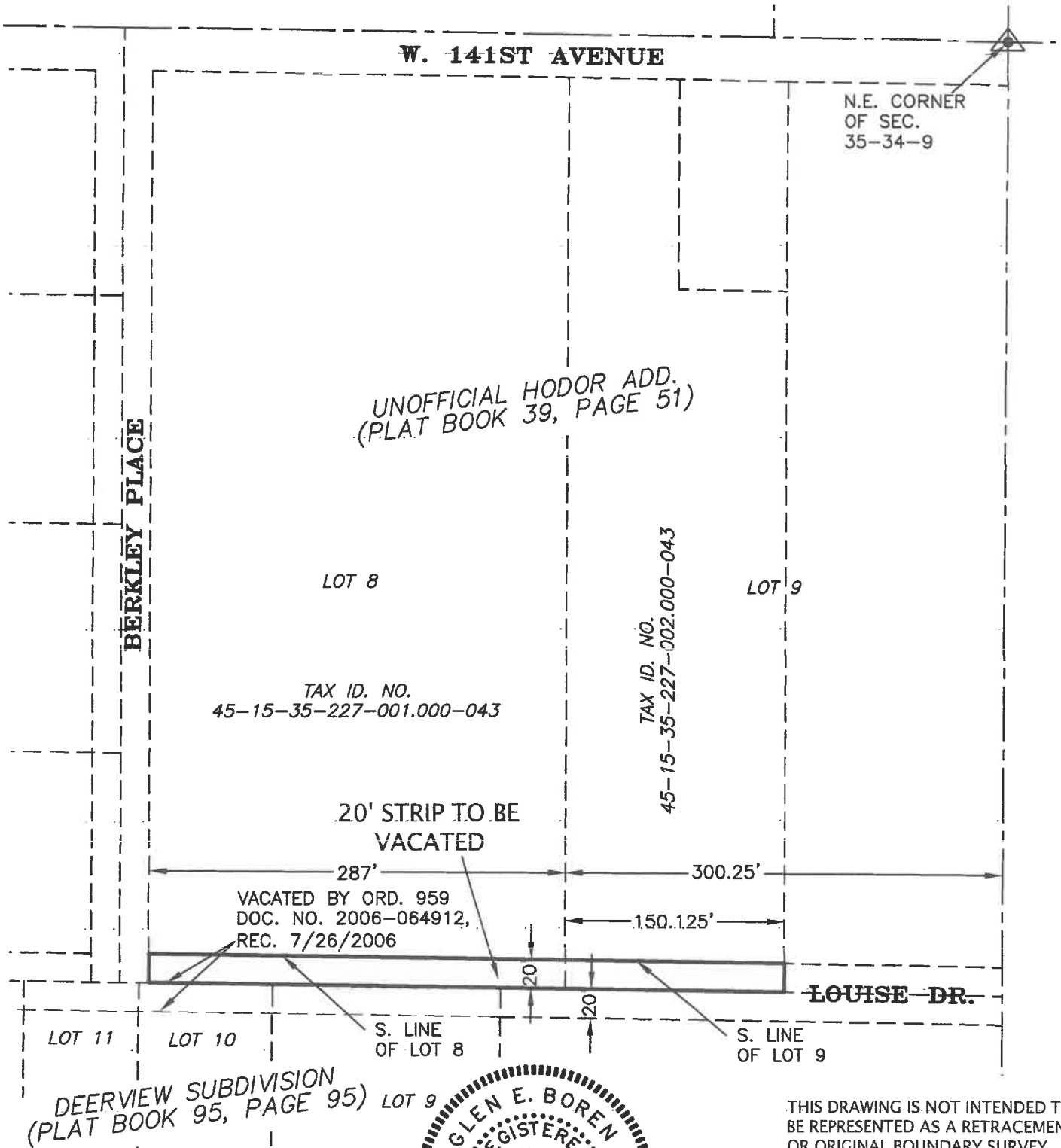
Zoning Information

| | |
|----------|-----|
| Property | R-2 |
| North | R-2 |
| East | R-2 |
| South | R-2 |
| West | R-2 |

Comments and Notes: _____

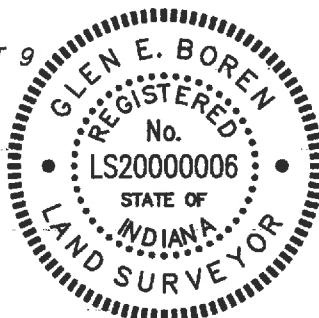
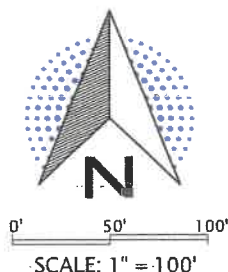
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PARCEL DESCRIPTION: THE NORTH HALF OF LOUISE DRIVE ADJOINING THE SOUTH LINE OF LOT 8 AND THE WEST HALF OF LOT 9 IN THE UNOFFICIAL PLAT OF HODOR ADDITION TO CEDAR LAKE, INDIANA AS RECORDED IN PLAT BOOK 39, PAGE 51 IN THE OFFICE THE RECORDER OF LAKE COUNTY, INDIANA.



THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, OR A SURVEYOR LOCATION REPORT.

Reference Name: PORTER
Survey Job No: 23-1176
Drawn By: G.B.
Date: 11/29/23
/23-1176 VACATION
EXHIBIT.DWG
Sec. 35-34-9
Lake County, IN



DVG TEAM, Inc
1155 Troutwine Road
Crown Point, IN 46307
Phone: (219) 662-7710
Fax: (219) 662-2740
www.dvgteam.com



DVG
1155 Troutview Road
Crown Point, IN 46307
P: (219) 662-7710
F: (219) 662-7740
www.dvgteam.com

1155 Troutwine Road
Crown Point, IN 46307
P: (219) 662-7710
F: (219) 662-2740
www.dvgteam.com

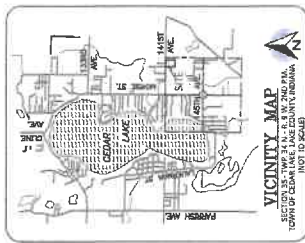
| | |
|----------------------|--|
| DATE: | |
| REVISIONS AND NOTES: | |

JOYFUL ACRES
9720-9728 W. 133RD AVENUE
CEDAR LAKE, INDIANA 46303
PRELIMINARY PLAT



PORTER

| | | |
|----------|----------|---------------|
| FILE NO. | DATE | COUNTY, STATE |
| 11/28/23 | LAKE, IN | |

[illegible]

IMATION

BOUNDARY INFORMATION TO A PLAT OF SURVEY BY DYE TEAM, INC.,
DATE _____, DATED _____, RECORDED IN SURVEY BOOK _____, PAGE _____, AS
NUMBER 200 _____, ON _____, IN THE OFFICE OF
OF LAKE COUNTY, INDIANA. IT IS THE SURVEYOR'S OPINION THAT
SUBSTANTIAL DIFFERENCES WITH THE BOUNDARY OF SAID PLAT AND

DESIGNATION: THE ACCURACY OF ANY FLOOD HAZARD DATA IS SUBJECT TO MAP SCALE UNCERTAINTY AND TO ANY OTHER DISCREPANCY OR ELEVATION ON THE FLOOD INSURANCE RATE MAP. SUBJECT PARCEL DESCRIBED IN THE PARCEL DESCRIPTION SHOWN HEREIN IS NOT WITHIN THAT FLOOD ZONE. "X" ARE DETERMINED TO BE 0.2% ANNUAL CHANCE FLOOD PLAIN AS SAID SUBJECT PARCEL PLOTS ARE LOCATED IN THE FLOOD INSURANCE RATE MAP FOR THE TOWN OF CEDAR LAKE, ILLINOIS. COMMUNITY NUMBER 180127, PANEL NO. 28050C0239E. MAP DATE: JANUARY 18, 2012.

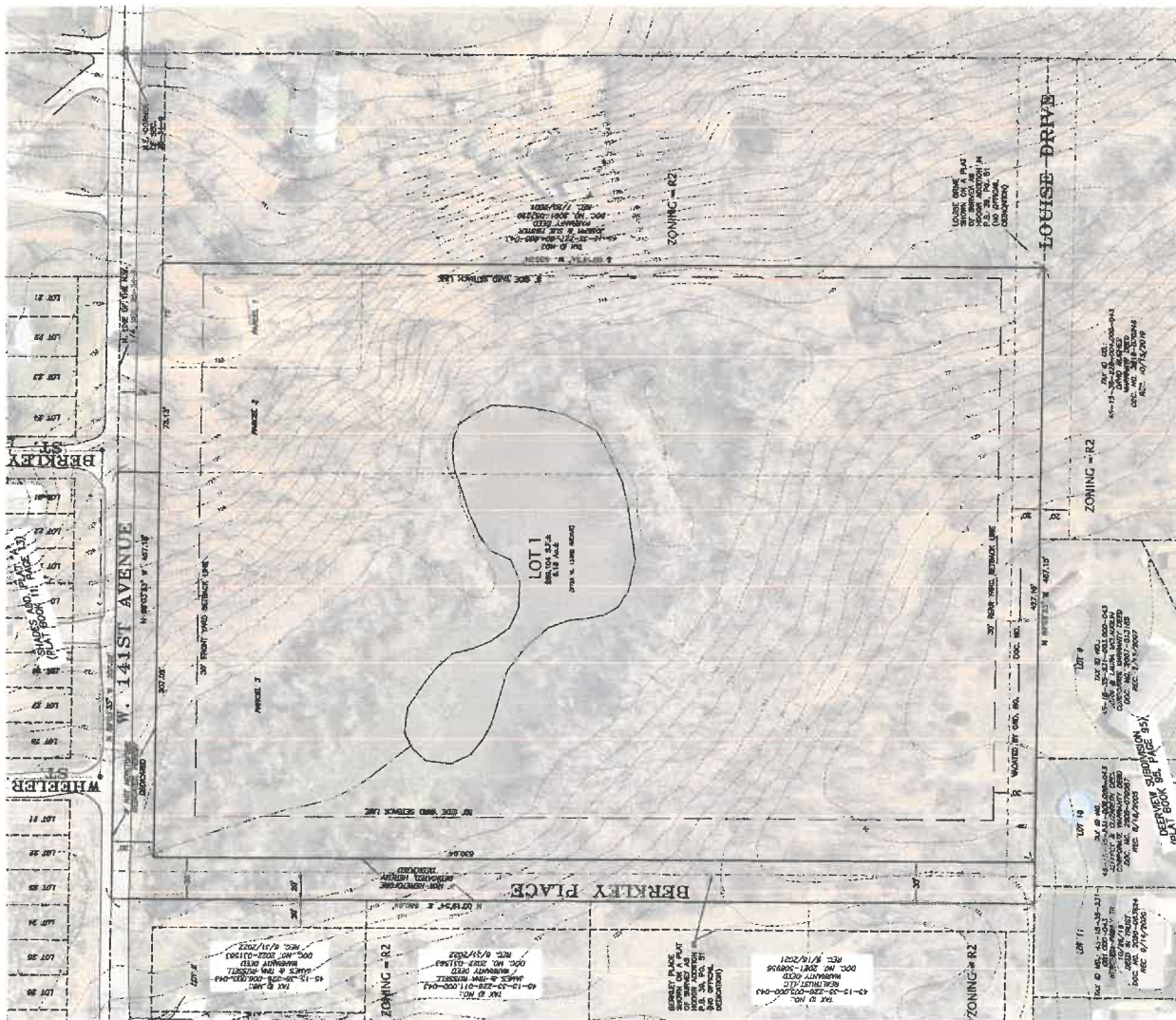
REMARKS:

NOTES: B.E. STATE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THE SUBDIVISION. THAT IF SUCH SURFACE WATER DRAINAGE IS REQUIRED, REASONABLE PROVISION HAS BEEN MADE FOR THE COLLECTION AND REMOVAL OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH ARE IN THE RIGHT TO USE, AND THAT SUCH ENGINEERING PRACTICES WILL BE THE EQUIVALENT OF DRAINAGE TO THE ADJOINING PROPERTY OR THE CONSTRUCTION OF THE SUBDIVISION."

DATE YEAR
PROFESSIONAL ENGINEER LICENSE NO. 910642
J. J. ETTING, P.E.

RTIFICATION:
I, HERBERT COUNTRY, THAT I AM A PROFESSIONAL LAND SURVEYOR,
IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA, THAT THIS
MAP REPRESENTS A SURVEY COMPLETED BY ME ON MONTH DATE,
19____. THE MONUMENTS SHOWN THEREON ACTUALLY EXIST, AND THAT
THE SIZE, TYPE AND MATERIAL ARE ACCURATELY SHOWN.*

PE No. 100000000



PARCELS DESCRIPTIONS:
PARCEL 1:
 THIS PARCEL 1S THE NORTH 3/4 OF THE NORTH 1/4 OF THE FOLLOWING DESCRIBED TRACT TO-WIT:
 THE EAST 320.25 ACRES OF THE WEST 3294.15 ACRES OF THE NORTH 160.11 ACRES OF THE
 NORTH 1/4 OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND
 PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA.

PARCEL 2: THE EAST 300.25 FEET OF THE WEST 900.25 FEET OF THE NORTH 660 FEET OF THE EAST THREE-FOURTHS OF THE NORTH 300.25 FEET OF THE NORTH-EAST QUARTER, EXCEPT THE NORTH HALF AND EXCEPT THE EAST 30.25 FEET OF SECTION 30, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M., IN ALAISE COUNTY, MINNESOTA, EXCEPTING THEREFROM THE FOLLOWING: THE EAST 75 FEET OF THE NORTH 315 FEET OF THE WEST HALF OF THE 1ST, 2ND, 3RD, 4TH, 5TH, 6TH, 7TH, 8TH, 9TH, 10TH, 11TH, 12TH, 13TH, 14TH, 15TH, 16TH, 17TH, 18TH, 19TH, 20TH, 21ST, 22ND, 23RD, 24TH, 25TH, 26TH, 27TH, 28TH, 29TH, 30TH, 31ST, 32ND, 33RD, 34TH, 35TH, 36TH, 37TH, 38TH, 39TH, 40TH, 41ST, 42ND, 43RD, 44TH, 45TH, 46TH, 47TH, 48TH, 49TH, 50TH, 51ST, 52ND, 53RD, 54TH, 55TH, 56TH, 57TH, 58TH, 59TH, 60TH, 61ST, 62ND, 63RD, 64TH, 65TH, 66TH, 67TH, 68TH, 69TH, 70TH, 71ST, 72ND, 73RD, 74TH, 75TH, 76TH, 77TH, 78TH, 79TH, 80TH, 81ST, 82ND, 83RD, 84TH, 85TH, 86TH, 87TH, 88TH, 89TH, 90TH, 91ST, 92ND, 93RD, 94TH, 95TH, 96TH, 97TH, 98TH, 99TH, 100TH, 101ST, 102ND, 103RD, 104TH, 105TH, 106TH, 107TH, 108TH, 109TH, 110TH, 111ST, 112ND, 113RD, 114TH, 115TH, 116TH, 117TH, 118TH, 119TH, 120TH, 121ST, 122ND, 123RD, 124TH, 125TH, 126TH, 127TH, 128TH, 129TH, 130TH, 131ST, 132ND, 133RD, 134TH, 135TH, 136TH, 137TH, 138TH, 139TH, 140TH, 141ST, 142ND, 143RD, 144TH, 145TH, 146TH, 147TH, 148TH, 149TH, 150TH, 151ST, 152ND, 153RD, 154TH, 155TH, 156TH, 157TH, 158TH, 159TH, 160TH, 161ST, 162ND, 163RD, 164TH, 165TH, 166TH, 167TH, 168TH, 169TH, 170TH, 171ST, 172ND, 173RD, 174TH, 175TH, 176TH, 177TH, 178TH, 179TH, 180TH, 181ST, 182ND, 183RD, 184TH, 185TH, 186TH, 187TH, 188TH, 189TH, 190TH, 191ST, 192ND, 193RD, 194TH, 195TH, 196TH, 197TH, 198TH, 199TH, 200TH, 201ST, 202ND, 203RD, 204TH, 205TH, 206TH, 207TH, 208TH, 209TH, 210TH, 211ST, 212ND, 213RD, 214TH, 215TH, 216TH, 217TH, 218TH, 219TH, 220TH, 221ST, 222ND, 223RD, 224TH, 225TH, 226TH, 227TH, 228TH, 229TH, 230TH, 231ST, 232ND, 233RD, 234TH, 235TH, 236TH, 237TH, 238TH, 239TH, 240TH, 241ST, 242ND, 243RD, 244TH, 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674TH,

PARCEL 3:
THE WEST 307 FEET OF THE EAST 607 25 FEET OF THE NORTH 660 FEET OF THE NORTH EAST 2/4 OF THE
NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL IN THE TOWN OF
CEDAR LAKE, LAKE COUNTY, INDIANA.

DEED OF DEDICATION:

[illegible]

BUILDING SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT. THE DISTANCE FROM THE BUILDING SETBACK LINES TO THE PROPERTY LINES SHALL BE MAINTAINED ON ALL BUILDINGS OR STRUCTURES.

[illegible]

INCRESS/LOSS EASEMENT: THERE IS AN AREA OF GROUND LABELED AS "INCRESS/LOSS EASEMENT" LOCATED ON LOT 3 WHICH IS HEREBY RESERVED FOR THE PURPOSES OF INCRESS AND LOSS ACROSS LOT 1 TO ACCESS LOT 2.

JUNSEY M. PORTER

From 1993

ACKNOWLEDGMENT

COUNTY OF _____
STATE OF _____

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED UNSEEN M. PORTER, AND SO IS AWARE OF THE EXECUTION OF THE FOREGOING INSTRUMENT AS HER VOLUNTARY ACT AND DEED, FOR THE PURPOSES HEREIN EXPRESSED, WITNESS MY HAND AND NOTARIAL SEAL.

THIS _____ DAY OF _____, 2023.

PRINTED NAME: _____
ACTUARY PUBLIC
RESIDENT OF

COMMISSION EXPIRES: _____

PLAN COMMISSION CERTIFICATE:

COUNTY OF LAKE
STATE OF INDIANA

APPROVED BY THE CEDAR LAKE PLAN COMMISSION AT A MEETING HELD THIS ____ DAY OF _____ 2013.

SECRET

PRINTED NAME _____

February 6, 2024

| | |
|----------------|--------------|
| ALL TOWN FUNDS | \$463,081.65 |
|----------------|--------------|

| | |
|----------------------|--------------|
| WASTEWATER OPERATING | \$809,592.61 |
|----------------------|--------------|

| | |
|---------------|-------------|
| WATER UTILITY | \$80,755.76 |
|---------------|-------------|

| | |
|-------------|-------------|
| STORM WATER | \$20,321.77 |
|-------------|-------------|

| | |
|----------------------------|--------------|
| PAYROLL 1/18/24 and 2/1/24 | \$692,237.09 |
|----------------------------|--------------|

TOWN OF CEDAR LAKE

PO BOX 707

CEDAR LAKE, IN 46303-0707

Phone: (219) 374-7000

Fax: (219) 374-8588

WWW.CEDARLAKEIN.ORG

Date: 01/24/24

Receipt: 703249



Received Of: HANOVER SCHOOLS EDUCAT

**9520 W 133RD AVENUE
CEDAR LAKE IN 46303**

The sum of: \$50.00

| | | | | |
|---|--|-------|--------------|----------------|
| SHELTER SHELTER RENTALS | | | | \$50.00 |
| AND BEACH2024 PENGUIN PLOP 101-000-991.000 | | | \$50.00 | |
| | | | Total | \$50.00 |
| TENDERED: | | CHECK | 220 | \$50.00 |

Jennifer N. Sandberg
CLERK - TREASURER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|----------------|
| PRODUCER World Insurance Associates, LLC 216 E Joliet St. Crown Point, IN 46307 | CONTACT NAME: Audrey Mikovetz | |
| | PHONE (A/C, No, Ext): (219) 226-6214 646 | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A : Liberty Insurance Corporation | |
| | NAIC # 42404 | |
| INSURED Hanover Community School Corp P.O. Box 645 9520 W. 133rd Avenue Cedar Lake, IN 46303 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <div>COMMERCIAL GENERAL LIABILITY</div> <div><div>CLAIMS-MADE</div><div><input checked="" type="checkbox"/> OCCUR</div></div> <div>GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:</div> | | | | 1/1/2024 | 1/1/2025 | <div>EACH OCCURRENCE \$ 1,000,000</div> <div>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000</div> <div>MED EXP (Any one person) \$ 5,000</div> <div>PERSONAL & ADV INJURY \$ 1,000,000</div> <div>GENERAL AGGREGATE \$ 2,000,000</div> <div>PRODUCTS - COMP/OP AGG \$ 2,000,000</div> <div></div> |
| | <div>AUTOMOBILE LIABILITY</div> <div><div>ANY AUTO OWNED AUTOS ONLY</div><div><input type="checkbox"/> SCHEDULED AUTOS</div><div>HIRED AUTOS ONLY</div><div><input type="checkbox"/> NON-OWNED AUTOS ONLY</div></div> | | | | | | <div>COMBINED SINGLE LIMIT (Ea accident) \$</div> <div>BODILY INJURY (Per person) \$</div> <div>BODILY INJURY (Per accident) \$</div> <div>PROPERTY DAMAGE (Per accident) \$</div> <div></div> |
| | <div>UMBRELLA LIAB</div> <div><div>EXCESS LIAB</div><div><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE</div></div> <div>DED <input type="checkbox"/> RETENTION \$</div> | | | | | | <div>EACH OCCURRENCE \$</div> <div>AGGREGATE \$</div> <div></div> |
| | <div>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</div> <div>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N N / A</div> <div>If yes, describe under DESCRIPTION OF OPERATIONS below</div> | | | | | | <div><div>PER STATUTE</div><div>OTH-ER</div></div> <div>E.L. EACH ACCIDENT \$</div> <div>E.L. DISEASE - EA EMPLOYEE \$</div> <div>E.L. DISEASE - POLICY LIMIT \$</div> |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Hanover Education Fund
Penguin Plop / Cedar Lake, Cedar Lake IN
March 2, 2024

| | |
|--|--|
| CERTIFICATE HOLDER | CANCELLATION |
| TOWN OF CEDAR LAKE PO Box 707 Cedar Lake, IN 46303 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE / |

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

RESOLUTION NO. 1347

A RESOLUTION ESTABLISHING THE BASIS UPON WHICH THE TOWN OF CEDAR LAKE SHALL PARTICIPATE IN THE Y2024 CEDAR LAKE SUMMERFEST EVENT, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town of Cedar Lake, Lake County, Indiana (hereafter “the Town”), and Cedar Lake Summerfest Committee Inc. (hereafter “Summerfest”), seek and intend to establish, clarify and make public the relationship between the Town and Summerfest for the Y2024 Cedar Lake Summerfest Event, and all matters related thereto.

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

SECTION ONE: The Town shall provide the exclusive use of the Town Complex grounds, hereafter “Complex”, located at Constitution and Morse Avenue, Cedar Lake, Lake County, Indiana, for the conduct of the Y2024 Cedar Lake Summerfest on **JULY 4, 2024** through **JULY 7, 2024**, inclusive, and provide Summerfest exclusive rights to the scheduling of activities at the Town Complex during the dates of **JUNE 28, 2024** through **JULY 11, 2024**, in consideration of payment by Summerfest to the Town of FIVE Thousand Dollars (\$5,000.00), representing payment of the amount of ONE Thousand Dollars(\$1,000.00) for each day of event, and good and valuable consideration, all as set forth hereinafter. Summerfest will minimally provide Fire Works for the residents of Cedar Lake on at least two (2) nights, namely, _____ and _____, 2024.

In addition to the foregoing, the Town shall provide the fireworks barge structure (hereinafter the “barge”) for use by Summerfest for the fireworks celebration activities conducted in the Summerfest Event. It is acknowledged that such barge is owned by the Town, but is provided and furnished to Summerfest for the fireworks activities to be presented to the citizens of Cedar Lake, and invitees, pursuant to the terms of understanding herein. The Town will make said barge available to Summerfest for the fireworks activities contemplated, acknowledging that the Town will store same when not in use, and also insure said barge. The Town shall additionally provide its VIPs Building and Garage during the term hereof to Summerfest for its use during said event period. Summerfest shall maintain the barge and preserve the barge in condition acceptable and approved by appropriate jurisdictional authorities for such fireworks activities use.

SECTION TWO: The Town, by this Resolution, concurs and agrees that the Agreement with Summerfest for the Summerfest Event shall be through December 30, 2024, for purposes of contracting by Summerfest for the Y2024 Summerfest Event. No further provisions for the Y2024 Summerfest Event are provided for by this Resolution except for the right of contracting by Summerfest for its appropriate vendors for Y2024. All other matters herein relate exclusively and specifically to the conduct of the Y2024 Summerfest event.

SECTION THREE: The Town shall provide water, sewer and electrical utilities at the Town Complex during the aforementioned dates, along with the cooperative assistance of the Cedar Lake Street Department and Department of Public Works in the preparation and cleanup, prior to and following the event to Summerfest. The Town grants permission to Summerfest to make necessary repairs and/or alternations to the in-ground electrical system at the expense of Summerfest, provided it is undertaken and completed in conformance with all applicable codes and regulations, and with lawful permitting and inspections.

SECTION FOUR: Permission is granted hereby for Summerfest to charge a reasonable fee for automobile parking, and to retain all automobile parking fees collected to defray the costs of conducting the Y2024 Cedar Lake Summerfest event.

SECTION FIVE: The Town shall provide certain office services, at its sole determination, such as photocopying, telephone, secretarial services, and the like, to Summerfest. This provision shall not include the purchase of any materials specifically or solely for use by Summerfest. Summerfest shall provide its own envelopes, copy paper and stamps/postage.

SECTION SIX: The Town will provide and maintain security during the Y2024 Summerfest Event with Town Metropolitan Police Department and Emergency Management Agency personnel. The level and amount of security to be provided shall be in the sole determination of the Chief of Police. Contact information for the designated contract individuals for each of the Town and Summerfest will be provided before the event activities commence. The Town Manager shall be the Town designated official, or his/her delegee.

SECTION SEVEN: The Town, through Town Council approval, shall permit the establishment and operation of a beer garden on the Town Complex for the Y2024 Summerfest Event by Summerfest, or its designee; provided, however, that the beer garden conforms to all applicable Town and State of Indiana rules, regulations, Ordinances and Laws, and further provided that the beer garden is operated under valid license issued and approved by the Indiana Alcoholic Beverage Commission. Summerfest shall provide a Certificate of Insurance naming the Town of Cedar Lake and Summerfest as insureds or additional insureds, as acceptable to the Town of Cedar Lake and Summerfest, in an amount not less than \$1,000,000.00 per incident/occurrence, and not less than the amount of \$2,000,000.000 in the aggregate for the beer garden. Summerfest shall provide the types, form and amount of insurance coverage which are enumerated and listed on Exhibit A, which is attached and incorporated herein by reference, and which is approved by the Town before the establishment and operation of a beer garden on the Town Municipal Complex for the Y2024 Summerfest Event commences. It is understood by the TOWN and Summerfest that a generous portion of the profits, if any, from this activity will be utilized to defray and pay the expense of the annual fireworks display.

SECTION EIGHT: Summerfest shall not make any purchase on behalf of or in the name of the Town of Cedar Lake, Lake County, Indiana.

SECTION NINE: Summerfest shall pay the amount of \$_____ for its initial per diem payment consideration at least thirty (30) days before the first date for this event, as set forth herein, and the remainder of \$_____ within thirty (30) days of completion of said event. Summerfest shall provide the Town with a complete financial statement of the Y2024 Cedar Lake Summerfest Event within ninety (90) days of the completion of the event. Further, all records, contracts, receipts, and the like, shall be made available to the Town for examination upon request. All funds, receipts, donations, etc., will be handled and accounted for by Summerfest.

SECTION TEN: Summerfest shall abide by all applicable Ordinances and Regulations of the Town of Cedar Lake, Lake County, Indiana, and all applicable laws of the State of Indiana, all as amended from time to time, in the conduct of the Y2024 Summerfest Event.

SECTION ELEVEN: Summerfest shall provide to the Town a Certificate of Insurance naming jointly the amusement ride company under contract with Summerfest and the Town of Cedar Lake, or a Certificate of Insurance whereby the Town of Cedar Lake shall be an additionally or jointly named insured as is acceptable to the Town of Cedar Lake; further, the Certificate of Insurance shall provide verified coverage in the amount of not less than \$1,000,000.00 per incident/occurrence, and not less than the amount of \$2,000,000.00 in the aggregate. Summerfest shall provide the types, form and amount of insurance coverage which are enumerated and listed on Exhibit A, which is attached and incorporated herein by reference, and which is approved by the TOWN before the establishment and operation of amusement ride activities and operation on the Town Municipal Complex for the Y2024 Summerfest Event commences.

Additionally, the fireworks display company contracted for the fireworks events shall provide a Certificate of Insurance naming the Town of Cedar Lake and Summerfest as insureds or additional insureds, as acceptable to the Town of Cedar Lake and Summerfest, in an amount not less than \$1,000,000.00 per incident/occurrence, and not less than the amount of \$2,000,000.000 in the aggregate for the fireworks display. Summerfest shall provide the types, form and amount of insurance coverage which are enumerated and listed on Exhibit A, which is attached and incorporated herein by reference, and which is approved by the TOWN before the establishment and conduct of fireworks activities on the Town Municipal Complex for the Y2024 Summerfest Event commences.

SECTION TWELVE: Notwithstanding all of the foregoing in this Y2024 Cedar Lake Summerfest Event Resolution, all terms, conditions and requirements set forth herein are subject to continuing review and assessment for the conditions and circumstances of the declared Public Health Emergency due to the COVID-19 Coronavirus Pandemic, and all related consequential circumstances. As a consequence, all requirements and provisions herein for the Y2024 Cedar Lake Summerfest Event are subject to revision, modification, alteration and amendment at any time, related to the event and public safety. This term of Agreement relates to all provisions of this Resolution/Agreement, including operational terms. Further, this term relates to the surety, indemnification and insurance terms herein, including types, coverages, amounts and all other aspects of the required insurance and surety required. These determinations will be made by the Town Council of the TOWN, as it deems appropriate and necessary under the circumstances at that time.

SECTION THIRTEEN: It is recognized that the Members, Directors, Representatives and Volunteers working with Summerfest are Volunteers providing their time, energy and services for the benefit of all residents of the Town of Cedar Lake and invitees to the Town for the Y2024 Summerfest Event.

SECTION FOURTEEN: The Town of Cedar Lake will maintain adequate insurance coverage under applicable law for the events to be conducted in the Y2024 Summerfest Event.

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

ALL OF WHICH IS PASSED AND RESOLVED, THIS ____ DAY OF _____, 2024, BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.

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

Nick Recupito, Town Council President

Greg Parker, Town Council Vice-President

Robert H. Carnahan, Town Council Member

Julie A. Rivera, Town Council Member

Chuck Becker, Town Council Member

Mary Joan Dickson, Town Council Member

Richard C. Thiel, Jr., Town Council Member

ATTESTED:

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

ALL OF WHICH IS APPROVED BY THE DULY AUTHORIZED CEDAR LAKE
SUMMERFEST COMMITTEE INC. BOARD OF DIRECTORS, THIS _____ DAY
OF _____, 2024.

**CEDAR LAKE SUMMERFEST COMMITTEE
INC. BOARD OF DIRECTORS**

President

Vice-President

ATTEST:

Secretary

**TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA
TOWN COUNCIL/UTILITY BOARD**

RESOLUTION NO: 1348

**A RESOLUTION OF THE TOWN COUNCIL AND UTILITY
BOARD OF THE TOWN OF CEDAR LAKE, LAKE COUNTY,
INDIANA, DECLARING A MORATORIUM ON CERTAIN LAND
DEVELOPMENT IN THE TOWN, AND ALL MATTERS RELATED
THERE TO.**

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

WHEREAS, the Town is governed by a duly elected legislative and fiscal body commonly known as the Town Council (hereinafter, the “Town Council”); and

WHEREAS, the Town Council is the duly authorized legislative body establishing a Plan Commission (hereinafter, the “Plan Commission”), under the provisions of I.C. § 36-7-4, et seq., as set forth in the Advisory Planning Commission terms of said statute; and

WHEREAS, the Town Council, by virtue of its authority under I.C. § 36-7-4, et seq., has established an Advisory Plan Commission body for the purposes of said statute, namely, planning and zoning, including zoning, subdivision control, zoning district zoning map and zoning text amendment jurisdiction; and

WHEREAS, the Town Council is vested with the statutory authority under I.C. § 36-7-4 to establish, pursuant to prescribed procedures, the Town Comprehensive Master Plan, Town Zoning Ordinance, inclusive of all sub-parts and authority, as well as the Town Subdivision Control Ordinance, all with the advisory input of each body, and which are mandatory requirements for development approval under applicable law; and

WHEREAS, the Town Council is also vested with statutory authority under applicable Indiana Code terms and provisions to establish and operate municipal utility functions in the Town, as well as in any duly authorized extra-jurisdictional territory; further, that under said authority, in order to operate and manage its established municipal utilities, the Town Council has established by appropriate enabling legislation, a Town Utility Board for such purposes; and

WHEREAS, the Town Council and Utility Board have been duly established as described hereinabove, and are engaged in the operation and management of the Town Municipal Utilities; further, that the Town Council and Utility Board are presently comprised of the same members, namely, the duly elected Members of the Town Council are appointed to sit and serve as the jurisdictional Utility Board of the Town with authority over Municipal Utilities as described; and

WHEREAS, the Town Council and Utility Board have recently changed, following Municipal elections held in calendar year 2023, for Councilmanic seats on the Cedar Lake Town Council; that as a consequence of the 2023 Municipal election results and Councilmanic seat changes, transition in the governance of the Town has occurred and commenced; and

WHEREAS, the Town Council and Utility Board have been informed and advised, from general information and summary reports, that the development of certain land and parcels in the Town by large parcel commercial and residential developer entities has been expanding at a pace appearing to be occurring

in a volume and result exceeding the capacity of the Town, its finances, and its Municipal Utilities for provision of appropriate services; and

WHEREAS, the Town Council and Utility Board, as well as the Plan Commission, and each of them, have been informed and advised that significant substantial issues and circumstances exist which impact continued responsible land development in the Town under such circumstances, and particularly without having such information that will permit approving certain land development in the Town without such correct and accurate information for areas being reviewed for Land Use Approval purposes, and all related matters; and

WHEREAS, the Town Council and Utility Board, as well as the Plan Commission, and each of them, have determined at this time, that insufficient information and documentation is in place for permitting certain land development in the Town, namely, large volume commercial and residential developers with large acreage parcels, pending review, analysis, and understanding of the circumstances of the Town Municipal Utilities, including, wastewater, water, and stormwater, as well as financial conditions, financing, accounts, account balances, debt service, Town responsibilities regarding same, and related, and as a consequence, now determines that it is just, proper, and in the best interests of the Town, its citizens, ratepayers, and utility customers, as well as all residents, that a Moratorium on certain land development in the Town, namely, large volume commercial and residential developers with Land-use Development Proposals in excess of one (1) acre, be declared, and that all necessary review, examination, and due diligence, be commenced and undertaken at the earliest opportunity for the information needed as described above.

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

SECTION ONE: That the Town Council and Utility Board of the Town of Cedar Lake, Lake County, Indiana, and each of them, hereby declare a Land-Use Approval and Processing Development Moratorium on all parcels of land in the Town to be developed upon Application from Commercial Developer Applicants on parcels greater than one (1) acre in area unless expressly approved by Public Meeting action of the Town Council. This Moratorium shall cause all Permit Applicants for development, improvement, construction, and all other improvements on parcels of land in the Town to be held, and not processed, pending completion of due diligence for Town infrastructure services to be undertaken immediately by the Town for Town Council, Town Utility Board, and Plan Commission use in appropriate decision making.

SECTION TWO: That the Town Council and Utility Board, and each of them, hereby notify the residents, ratepayers, and citizens of Cedar Lake of this declared Development Moratorium, noting that the Development Moratorium applies to large volume commercial and residential land developers of land in parcel acreage of one (1) acre or more. All other Applicants for Permits for construction, improvement, and development, on parcels less than one (1) acre shall not be subject of this declared Development Moratorium.

SECTION THREE: That the Development Moratorium declared hereby is established as a consequence of lack of verified and accurate information, documentation, or relevant materials to identify available and appropriate infrastructure for wastewater, water, and stormwater utility service availability, as well as financing and Town fund availability, for payment of expenses of the Town related to required development improvements, as well as the utilities and infrastructure related and connected to same.

SECTION FOUR: That the Development Moratorium declared hereby shall be only for the time period reasonably needed for the research and due diligence assessment referenced herein, and upon

assurance of adequacy in all aspects for resumption of large volume commercial and residential land development in the Town, as described herein.

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

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

SECTION SEVEN: That this Moratorium Resolution shall take effect, and be in full force and effect, from and after its passage and approval by the Town Council and Utility Board of the Town of Cedar Lake, Lake County, Indiana, in conformance with applicable law; further that this Moratorium Resolution shall be distributed to the Town Clerk-Treasurer, Planning and Building Department, Board of Zoning Appeals, and loaded onto the Cedar Lake Website for Cedar Lake Town news.

ALL OF WHICH IS PASSED AND RESOLVED BY THE TOWN COUNCIL AND UTILITY BOARD OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, THIS ____ OF FEBRUARY, 2024.

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

Nick Recupito, President

Greg Parker, Vice President

Robert H. Carnahan, Councilmember

Julie A. Rivera, Councilmember

Chuck Becker, Councilmember

Mary Joan Dickson, Councilmember

Richard C. Thiel, Jr., Councilmember

ATTEST:

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

**TOWN OF CEDAR LAKE,
LAKE COUNTY, INDIANA,
UTILITY BOARD**

Nick Recupito, President

Mary Joan Dickson, Vice President

Robert H. Carnahan, Board Member

Julie A. Rivera, Board Member

Chuck Becker, Board Member

Greg Parker, Board Member

Richard C. Thiel, Jr., Board Member



Loan Center
9204 Columbia Avenue
Munster, Indiana 46321
219.853.7500

January 30, 2024

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

Ladies and Gentlemen:

Peoples Bank, at the request of Beacon Pointe of Cedar Lake, LLC., has provided its Irrevocable Standby Letter of Credit No. [REDACTED] ("Credit") which is attached hereto in the amount of Seventy-Two Thousand Eight Hundred Fifty-Four and 19/100 Dollars (\$72,854.19), dated January 30, 2024 in your favor. This will certify that Paul Rodriguez, VP, Business Banker, is authorized to provide and execute the attached Credit, that the signature appearing on said Credit is authentic, and that the Bank has complied with all banking laws and requirements and other laws in connection with the issuance of such Credit.

Sincerely,

[REDACTED]

Gregory Bracco, SVP
Chief Business Banking Officer

Attachment: Letter of Credit No. [REDACTED]

GB/ns



Loan Center
9204 Columbia Avenue
Munster, Indiana 46321
219.853.7500

IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER:

Peoples Bank
9204 Columbia Avenue
Munster, IN 46321
Attention: Commercial Loan Department

Telephone: 219-853-7500

Email: [REDACTED]

APPLICANT:

Beacon Pointe of Cedar Lake, LLC
8900 Wicker Avenue
St. John, IN 46373

BENEFICIARY:

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

Telephone: 219-374-7000

SUBDIVISION/DEVELOPMENT AT ISSUE:

Beacon Pointe East Phase 2
Cedar Lake, IN
Project: Maintenance

Irrevocable Letter of Credit Number:

[REDACTED]

Total Amount: \$72,854.19

Issuance Date: January 30, 2024

Expiration Date: January 30, 2027

Ladies and Gentlemen:

Issuance. The Issuer hereby establishes, at the request of Applicant and for the account of the Applicant, in favor of the Beneficiary, this Irrevocable Standby Letter of Credit in the Total Amount of:

\$72,854.19

Undertaking. Issuer undertakes to honor Beneficiary's demand for payment of an amount available under this Credit, upon Beneficiary's presentation of a demand for payment in the form of the attached "**Sight Draft for Irrevocable Standby Letter of Credit Regarding Beacon Pointe East Phase 2**" marked as **EXHIBIT A** (*hereinafter*, "Sight Draft"), together with the original of this Credit, at Issuer's address stated above, on or before the close of business on the expiration date.

Original. The original copy of this Credit shall be presented to and retained by Beneficiary. The original copy of this Credit need not be presented to Issuer as a condition for Beneficiary to receive payment. Retention of the original Credit does not preserve any rights thereunder after the right to demand payment ceases.

Payment. Issuer undertakes to make payment to Beneficiary under this Credit within five (5) business days of receipt by Issuer of a properly presented Sight Draft. Beneficiary shall receive payment from Issuer as described in the Sight Draft.

Partial and Multiple Drawings. Partial and multiple drawings are permitted under this Credit. The aggregate amount available under this Credit at any time shall be the Total Amount of this Credit, less the aggregate amount of all partial drawings previously paid to Beneficiary at such time.

Presentation. Beneficiary may present Sight Drafts for honor to Issuer at Issuer's above-stated address by:

1. Personal delivery to Issuer with an acknowledged duly authorized, signed receipt;
2. Deposit in Certified U.S. Mail, postage prepaid, properly addressed; or
3. Deposit with any third-party commercial carrier for delivery, cost prepaid, properly addressed.

Presentation will be deemed to have occurred upon Issuer's receipt.

Agreed Reduction of Total Amount. Issuer will permanently reduce the Total Amount of this Credit upon Beneficiary's presentation, from time to time, of an agreed "**Letter of Credit Reduction Approval for Beacon Pointe East Phase 2**" in the form attached as **EXHIBIT B**. Beneficiary shall present any such agreed "Letter of Credit Reduction Approvals for Beacon Pointe", to Issuer at Issuer's address stated above and Issuer shall make reductions as specified in the particular Letter of Credit Reduction Approvals as presented.

The expiration date of this Irrevocable Standby Letter of Credit is January 30, 2027

Choice of Law. This Credit is governed by the laws of the State of Indiana and is issued subject to the International Standby Practices 1998 (ISP98), International Chamber of Commerce Publication No. 590. Any amendments to the terms of this credit must be in writing over authorized signature of an officer of Peoples Bank.

Sincerely,

PEOPLES BANK

By: [REDACTED]

Paul Rodriguez, VP
Business Banker

CERTIFICATION

The Undersigned hereby certifies under the penalty of perjury that I am the duly authorized Agent of the Issuer of this Credit and have full authority and all required approval to agree to the issuance of this Credit.

SIGNED AND DATED THIS 30th DAY OF JANUARY, 2024

Sincerely,

ISSUER: PEOPLES BANK

BY: [REDACTED]

Paul Rodriguez, VP
Business Banker

EXHIBIT A
SIGHT DRAFT FOR IRREVOCABLE STANDBY LETTER OF CREDIT
REGARDING BEACON POINTE EAST PHASE 2

DATE: _____

RE: IRREVOCABLE STANDBY LETTER OF CREDIT No.: [REDACTED]

APPLICANT: Beacon Pointe of Cedar Lake, LLC
8900 Wicker Avenue
St. John, IN 46373

ISSUER: Peoples Bank
9204 Columbia Avenue
Munster, Indiana 46321
Attention: Commercial Loan Department
Telephone : 219-853-7500
Email: [REDACTED]

BENEFICIARY: Town Council
Town of Cedar Lake
7408 Constitution Ave.
Cedar Lake, Indiana 46303

This Sight Draft is a demand for payment presented by the Beneficiary under the above-referenced Credit for the amount of \$_____, which constitutes a full/partial payment of the funds available to the Beneficiary under the Credit. Under this Sight Draft, the Beneficiary states that:

- (i) The undersigned is authorized to execute this Sight Draft on behalf of the Beneficiary;
- (ii) Applicant is in default of its obligations to adequately construct and complete the infrastructure for the Subdivision, which is the subject of the above-referenced Irrevocable Standby Letter of Credit;
- (iii) The above-stated amount of this Sight Draft is the amount currently due to Beneficiary from Applicant; and
- (iv) The proceeds from this Sight Draft will be used to satisfy the above-identified obligations.

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

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

TOWN OF CEDAR LAKE

By: _____
Name: _____
Title: _____

EXHIBIT B
LETTER OF CREDIT REDUCTION APPROVAL FOR
BEACON POINTE EAST PHASE 2

DATE: _____

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

Number: [REDACTED]
Date of Issuance: January 30, 2024
Current Total Amount: \$72,854.19
Current Expiration Date: January 30, 2027

ILOC REDUCTION APPROVAL No. : _____
Total Amount of this ILOC Reduction: \$ _____
Total Amount of ILOC after this Reduction : \$ _____

APPLICANT: Beacon Pointe of Cedar Lake, LLC
8900 Wicker Avenue
St. John, IN 46373

ISSUER: Peoples Bank
9204 Columbia Avenue
Munster, Indiana 46321
Attention: Commercial Loan Department

BENEFICIARY: Town Council
Town of Cedar Lake
7408 Constitution Ave.
Cedar Lake, Indiana 46303

TOWN ENGINEER: _____

The undersigned hereby approve of and incorporate by reference the calculations stated in the attached "Worksheet for Reduction of Total Amount of the ILOC for Beacon Pointe East Phase 2". Issuer is hereby authorized to reduce the Current Total Amount of the above-referenced ILOC as indicated by the attached Worksheet.

Per the attached Worksheet, the new "Total Amount" of the ILOC shall now equal: _____.

Town of Cedar Lake

NAME OF TOWN ENGINEER

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Beacon Pointe of Cedar Lake, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT B (Continued)

**WORKSHEET FOR REVISED AMOUNT OF IRREVOCABLE STANDBY LETTER OF
CREDIT FOR BEACON POINTE EAST PHASE 2**

Applicant has requested the following reduction(s) in the amount of the above-referenced Irrevocable Standby Letter of Credit (*hereinafter*, ILOC). The _____ has inspected and approved the improvement(s) corresponding to the requested reduction(s), verified the cost and value of the requested reduction(s), and hereby recommends approval of the requested reduction(s).

ILOC Reduction Request #: _____

Original ILOC Amount: \$72,854.19

ILOC Revised Amount after all prior approved reduction(s): \$ _____

ILOC Revised Amount after approval of new requested reduction(s): \$ _____

| Item of Improvement | Original Cost Estimate | Previous ILOC Reductions | Amount of New ILOC Requested Reduction | ILOC Amount after New Requested Reduction |
|------------------------|------------------------|--------------------------|--|---|
| | | | | |
| | | | | |
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| | | | | |
| | | | | |
| Subtotal | | | | |
| | | | | |
| Contingencies (10%) | | | | |
| | | | | |
| | | | | |
| Total Letter of Credit | | | | |

Revised Improvements Cost Subtotal after Above-Requested New Reduction(s): \$ ____

Peoples Bank
9204 Columbia Avenue
Munster, IN 46321

Irrevocable Letter of Credit No. [REDACTED]

Subdivision/Entity: Beacon Pointe East, Unit 2
Beacon Pointe of Cedar Lake, LLC
8900 Wicker Avenue
St. John, IN 46321

Accepting the Maintenance Letter of Credit.

ALL OF WHICH IS ACKNOWLEDGED AND ACCEPTED THIS _____ DAY OF _____, 2024,
BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.

TOWN COUNCIL
TOWN OF CEDAR LAKE, INDIANA

By: _____
Nick Recupito
Town Council President

ATTEST:

Jennifer Sandberg, IAMC, CMC, CPFIM
Clerk-Treasurer



December 20, 2023

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

Attention: Plan Commission

Subject: Beacon Pointe East, Phase 2
Final Field Inspection, Maintenance Letter of Credit
(CBBEL Project No. 060015.00017)

Dear Plan Commission Members:

As requested, Christopher B. Burke Engineering, LLC (CBBEL) staff has reviewed record drawings, inspection information, and punch lists for the Beacon Pointe East Subdivision, Phase 2. The Developer has requested that the Performance Letter of Credit be rolled into a Maintenance Letter of Credit for this phase. The information and request were reviewed in compliance with the Town of Cedar Lake's Subdivision Ordinance (No. 498) and associated standard engineering methods.

Based on field inspections of the development and as-built infrastructure reviews, we recommend that a Maintenance Letter of Credit be established in the amount of \$72,854.19 for a period of 3 years. The estimate of probable cost is attached.

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

Sincerely,



Thomas J. Gordon
Construction Engineer

Encl: As noted.

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

P:\Cedar Lake\060015 Town Engineer\00017 Development Inspections\Beacon East\L060015.00017 Beacon East PH2 Maint LOC 122023.docx

Town of Cedar Lake
Beacon Pointe East, Unit 2
Recommended Maintenance Letter of Credit as of 12/20/2023
Subdivision Improvements Included in the 07/21 Final Plat Portion
(CBBEL Project 060015.00017)

| Description | Unit | Qty | Unit Price | Cost |
|--|------|------|--------------|----------------------|
| <u>Sanitary Sewer Improvements</u> | | | | |
| 48" SMH | EACH | 10 | \$ 3,250.00 | \$ 32,500.00 |
| 8" PVC SDR 26 | LF | 2105 | \$ 26.00 | \$ 54,730.00 |
| 6" SAN SVC - Short | EACH | 13 | \$ 1,250.00 | \$ 16,250.00 |
| 6" SAN SVC - Long | EACH | 20 | \$ 1,750.00 | \$ 35,000.00 |
| Tie-in to Existing SAN | EACH | 1 | \$ 7,250.00 | \$ 7,250.00 |
| Road Structural Backfill | LF | 305 | \$ 23.00 | \$ 7,015.00 |
| 141st Ave Road Patch | LS | 1 | \$ 1,500.00 | \$ 1,500.00 |
| Sanitary Sewer Subtotal | | | | \$ 154,245.00 |
| <u>Watermain Improvements</u> | | | | |
| 8" DIP WM | LF | 1691 | \$ 37.00 | \$ 62,567.00 |
| Fire Hydrant | EACH | 4 | \$ 5,000.00 | \$ 20,000.00 |
| 8" VB | EACH | 9 | \$ 2,000.00 | \$ 18,000.00 |
| 8" Fittings (Bends, Tees, Crosses, etc...) | EACH | 9 | \$ 400.00 | \$ 3,600.00 |
| 1" Service Pipe, Short | EACH | 22 | \$ 800.00 | \$ 17,600.00 |
| 1" Service Pipe, Long | EACH | 11 | \$ 1,400.00 | \$ 15,400.00 |
| Testing and Chlorination | LS | 1 | \$ 3,000.00 | \$ 3,000.00 |
| Road Structural Backfill | LF | 150 | \$ 21.00 | \$ 3,150.00 |
| Watermain Subtotal | | | | \$ 143,317.00 |
| <u>Storm Sewer Improvements</u> | | | | |
| 48" MH, Type A | EACH | 7 | \$ 1,900.00 | \$ 13,300.00 |
| 60" CB, Type A | EACH | 1 | \$ 2,750.00 | \$ 2,750.00 |
| 48" CB, Type A | EACH | 7 | \$ 2,000.00 | \$ 14,000.00 |
| 30" INL | EACH | 9 | \$ 1,500.00 | \$ 13,500.00 |
| 12" RCP | LF | 872 | \$ 25.00 | \$ 21,800.00 |
| 15" RCP | LF | 139 | \$ 27.50 | \$ 3,822.50 |
| 18" RCP | LF | 532 | \$ 30.00 | \$ 15,960.00 |
| 24" RCP | LF | 518 | \$ 40.00 | \$ 20,720.00 |
| 30" RCP | LF | 518 | \$ 45.00 | \$ 23,310.00 |
| Sump Connections | EACH | 0 | \$ 200.00 | \$ - |
| Road Structural Backfill | LF | 350 | \$ 18.00 | \$ 6,300.00 |
| Underdrain at Curb Structure | LF | 1300 | \$ 19.00 | \$ 24,700.00 |
| Storm Sewer Subtotal | | | | \$ 160,162.50 |
| <u>Roadway Improvements</u> | | | | |
| Aggregate Base Course - 10" | SY | 5394 | \$ 14.00 | \$ 75,516.00 |
| HMA Binder Course - 3" | SY | 4903 | \$ 10.50 | \$ 51,481.50 |
| HMA Surface Course - 1.5" | SY | 4903 | \$ 5.95 | \$ 29,172.85 |
| Tack Coat | LS | 1 | \$ 1,500.00 | \$ 1,500.00 |
| Geogrid | SY | 5394 | \$ 2.50 | \$ 13,485.00 |
| Concrete Curb - Rolled (18") | LF | 2792 | \$ 17.25 | \$ 48,162.00 |
| ADA Ramps/DWEs (Common) | EACH | 0 | \$ 600.00 | \$ - |
| PCC Sidewalk - 4" with Subbase | SF | 0 | \$ 7.75 | \$ - |
| Split Rail Fence | LF | 0 | \$ 40.00 | \$ - |
| Street Lights | LS | 5 | \$ 5,000.00 | \$ 25,000.00 |
| Street Signs | EACH | 10 | \$ 150.00 | \$ 1,500.00 |
| Striping | LS | 0 | \$ 2,500.00 | \$ - |
| Roadway Improvements Subtotal | | | | \$ 245,817.35 |
| <u>Detention Pond Construction/Mass Ex./Misc.</u> | | | | |
| Detention Basin Excavation | LS | 0 | \$ - | \$ - |
| Soil Erosion Sediment Control | LS | 1 | \$ 25,000.00 | \$ 25,000.00 |
| Pond Aerators | EACH | 0 | \$ 5,000.00 | \$ - |
| Detention Basin/Mass Ex. Subtotal | | | | \$ 25,000.00 |
| Improvements | | | | \$ 728,541.85 |
| Maintenance LOC (10%) = | | | | \$ 72,854.19 |

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



Loan Center
9204 Columbia Avenue
Munster, Indiana 46321
219.853.7500

January 30, 2024

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

Ladies and Gentlemen:

Peoples Bank, at the request of Beacon Pointe of Cedar Lake, LLC, has provided its Irrevocable Standby Letter of Credit No. [REDACTED] for Beacon Pointe East Unit 1, which is attached hereto in the amount of Three Hundred Forty-One Thousand Seven Hundred Thirty-Six and 80/100 (\$341,736.80) dated January 30, 2024 in your favor. This will certify that Paul Rodriguez, VP, Business Banker, is authorized to provide and execute the attached Irrevocable Standby Letter of Credit, that the signature appearing on said Letter of Credit is authentic, and that the Bank has complied with all banking laws and requirements and other laws in connection with the issuance of such Letter of Credit.

Sincerely,

[REDACTED]

Gregory Bracco, SVP
Chief Business Banking Officer

Attachment: Letter of Credit No. [REDACTED]

GB/ns



Loan Center
9204 Columbia Avenue
Munster, Indiana 46321
219.853.7500

IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER'S NAME & ADDRESS:

Peoples Bank
9204 Columbia Avenue
Munster, IN 46321
Attention: Commercial Loan Department

Telephone: 219-853-7500

Email: [REDACTED]

BENEFICIARY:

Town Council
Town of Cedar Lake
7408 Constitution Ave
Cedar Lake, IN 46303

APPLICANT

Beacon Pointe of Cedar Lake, LLC
8900 Wicker Avenue
St. John, IN 46321

SUBDIVISION/DEVELOPMENT AT ISSUE:

Beacon East Unit 1
Cedar Lake, IN

Irrevocable Letter of Credit Number:

[REDACTED]

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

Issuance Date: January 30, 2024

Expiration Date: July 30, 2024

Ladies and Gentlemen:

Issuance. The Issuer hereby establishes, at the request of Applicant and for the account of the Applicant, in favor of the Beneficiary, this Irrevocable Standby Letter of Credit (hereinafter referred to as "Credit") in the Total Amount of:

\$341,736.80

Undertaking. Issuer undertakes to honor Beneficiary's demand for payment of an amount available under this Credit, upon Beneficiary's presentation of a demand for payment in the form of the attached "**Sight Draft for Irrevocable Standby Letter of Credit Regarding Beacon East Unit 1**" marked as **EXHIBIT A** (*hereinafter*, "Sight Draft"), together with the original of this Credit, at Issuer's address stated above, on or before the close of business on the expiration date.

Original. The original copy of this Credit shall be presented to and retained by Beneficiary. The original copy of this Credit need not be presented to Issuer as a condition for Beneficiary to receive payment. Retention of the original Credit does not preserve any rights thereunder after the right to demand payment ceases.

Payment. Issuer undertakes to make payment to Beneficiary under this Credit within five (5) business days of receipt by Issuer of a properly presented Sight Draft. Beneficiary shall receive payment from Issuer as described in the Sight Draft.

Partial and Multiple Drawings. Partial and multiple drawings are permitted under this Credit. The aggregate amount available under this Credit at any time shall be the Total Amount of this Credit, less the aggregate amount of all partial drawings previously paid to Beneficiary at such time.

Presentation. Beneficiary may present Sight Drafts for honor to Issuer at Issuer's above-stated address by:

1. Personal delivery to Issuer with an acknowledged duly authorized, signed receipt;
2. Deposit in Certified U.S. Mail, postage prepaid, properly addressed; or
3. Deposit with any third-party commercial carrier for delivery, cost prepaid, properly addressed.

Presentation will be deemed to have occurred upon Issuer's receipt.

Agreed Reduction of Total Amount. Issuer will permanently reduce the Total Amount of this Credit upon Beneficiary's presentation, from time to time, of an agreed "**Letter of Credit Reduction Approval for Beacon East Unit 1**" in the form attached as **EXHIBIT B**. Beneficiary shall present any such agreed "Letter of Credit Reduction Approvals for Beacon East Unit 1", to Issuer at Issuer's address stated above and Issuer shall make reductions as specified in the particular Letter of Credit Reduction Approvals as presented.

The expiration date of this Credit is July 30, 2024.

Choice of Law. This Credit is governed by the laws of the State of Indiana and is issued subject to the International Standby Practices 1998 (ISP98), International Chamber of Commerce Publication No. 590. Any amendments to the terms of this credit must be in writing over authorized signature of an officer of Peoples Bank.

Sincerely,

PEOPLES BANK

[REDACTED]

Paul Rodriguez, VP
Business Banker

CERTIFICATION

The Undersigned hereby certifies under the penalty of perjury that I am the duly authorized Agent of the Issuer of this Credit and have full authority and all required approval to agree to the issuance of this Credit.

SIGNED AND DATED THIS 30th DAY OF JANUARY, 2024

Sincerely,

ISSUER: PEOPLES BANK

BY: [REDACTED]

Paul Rodriguez, VP
Business Banker

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

DATE: _____

RE: IRREVOCABLE STANDBY LETTER OF CREDIT No.: [REDACTED]

APPLICANT: Beacon Pointe of Cedar Lake, LLC
8900 Wicker Avenue
St. John, IN 46373

ISSUER: Peoples Bank
9204 Columbia Avenue
Munster, Indiana 46321
Attention: Commercial Loan Department
Telephone : 219-853-7500
Email: [REDACTED]

BENEFICIARY: Town Council
Town of Cedar Lake
7408 Constitution Ave
Cedar Lake, IN 46303

This Sight Draft is a demand for payment presented by the Beneficiary under the above-referenced Credit for the amount of \$_____, which constitutes a full/partial payment of the funds available to the Beneficiary under the Credit. Under this Sight Draft, the Beneficiary states that:

- (i) The undersigned is authorized to execute this Sight Draft on behalf of the Beneficiary;
- (ii) Applicant is in default of its obligations to adequately construct and complete the infrastructure for the Subdivision, which is the subject of the above-referenced Credit;
- (iii) The above-stated amount of this Sight Draft is the amount currently due to Beneficiary from Applicant; and
- (iv) The proceeds from this Sight Draft will be used to satisfy the above-identified obligations.

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

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

TOWN OF CEDAR LAKE

By: _____

Name: _____

Title: _____

EXHIBIT B
LETTER OF CREDIT REDUCTION APPROVAL FOR
BEACON EAST UNIT 1

DATE: _____

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

Number: [REDACTED]
Date of Issuance: January 30, 2024
Current Total Amount: \$341,736.80
Current Expiration Date: July 30, 2024

ILOC REDUCTION APPROVAL No. : _____
Total Amount of this ILOC Reduction: \$ _____
Total Amount of ILOC after this Reduction : \$ _____

APPLICANT: Beacon Pointe of Cedar Lake, LLC
8900 Wicker Avenue
St. John, IN 46373

ISSUER: Peoples Bank
9204 Columbia Avenue
Munster, Indiana 46321
Attention: Commercial Loan Department

BENEFICIARY: Town Council
Town of Cedar Lake
7408 Constitution Ave
Cedar Lake, IN 46303

TOWN ENGINEER: _____

The undersigned hereby approve of and incorporate by reference the calculations stated in the attached "Worksheet for Reduction of Total Amount of the ILOC for _____ Beacon East Unit 1". Issuer is hereby authorized to reduce the Current Total Amount of the above-referenced ILOC as indicated by the attached Worksheet.

Per the attached Worksheet, the new "Total Amount" of the ILOC shall now equal: _____.

Beneficiary – Town of Cedar Lake

NAME OF TOWN ENGINEER

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Applicant – Beacon Pointe of Cedar Lake, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT B (Continued)

**WORKSHEET FOR REVISED AMOUNT OF IRREVOCABLE STANDBY LETTER OF
CREDIT FOR BEACON EAST UNIT 1**

Applicant has requested the following reduction(s) in the amount of the above-referenced Irrevocable Standby Letter of Credit (*hereinafter*, ILOC). The _____ has inspected and approved the improvement(s) corresponding to the requested reduction(s), verified the cost and value of the requested reduction(s), and hereby recommends approval of the requested reduction(s).

ILOC Reduction Request #

Original ILOC Amount: \$341,736.80

ILOC Revised Amount after all prior approved reduction(s): \$ _____

ILOC Revised Amount after approval of new requested reduction(s): \$ _____

| Item of Improvement | Original Cost Estimate | Previous ILOC Reductions | Amount of New ILOC Requested Reduction | ILOC Amount after New Requested Reduction |
|------------------------|------------------------|--------------------------|--|---|
| | | | | |
| | | | | |
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| | | | | |
| | | | | |
| Subtotal | | | | |
| | | | | |
| Contingencies (10%) | | | | |
| | | | | |
| | | | | |
| Total Letter of Credit | | | | |

Revised Improvements Cost Subtotal after Above-Requested New Reduction(s): \$ ____

Peoples Bank
9204 Columbia Avenue
Munster, IN 46321

Irrevocable Letter of Credit No. [REDACTED]

Subdivision/Entity: Beacon Pointe East, Unit 1
Beacon Pointe of Cedar Lake, LLC
8900 Wicker Avenue
St. John, IN 46321

Accepting the Performance Letter of Credit.

ALL OF WHICH IS ACKNOWLEDGED AND ACCEPTED THIS _____ DAY OF _____, 2024,
BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.

TOWN COUNCIL
TOWN OF CEDAR LAKE, INDIANA

By: _____
Nick Recupito
Town Council President

ATTEST:

Jennifer Sandberg, IAMC, CMC, CPFIM
Clerk-Treasurer



November 18, 2020

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

Attention: Plan Commission

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

Dear Plan Commission Members:

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

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

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

Sincerely,



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

Encl: Estimated Cost of Construction

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

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

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

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

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

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

Items Fully Removed

Items Partially Removed at Noted Amount



Independently Strong. Individually Committed.

January 6, 2024

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

Re: Cedar View Properties, LLC

To Whom It May Concern:

This letter is in reference to an existing Irrevocable Letter of Credit in your favor, which is enclosed. At the request of Cedar View Properties, LLC, Irrevocable Letter of Credit [REDACTED] has been extended.

The Letter of Credit referenced above has been extended for one year and now has an expiration date of February 15, 2025.

Presentation of this Letter of Credit may be made at Community State Bank at 224 W Main St, Brook, IN 47922.

If you have any questions, please feel free to contact me at 219-275-2441 or Brock.Iseminger@communitystatebank.com.

Sincerely,

[REDACTED]
Brock Iseminger
President/CEO
Community State Bank
219-275-2441
[REDACTED]



Independently Strong. Individually Committed.

IRREVOCABLE LETTER OF CREDIT

Issue Date: 2/15/2022

Irrevocable Letter of Credit #: [REDACTED]

Beneficiary:
Town of Cedar Lake
7408 Constitution Ave
PO Box 707
Cedar Lake, IN 46303

Applicant:
Cedar View Properties, LLC

Amount: \$14,047.00
Expiration Date: 2/15/2023

We hereby issue this Letter of Credit in your favor, which is available by payment of your draft at sight drawn on Community State Bank bearing the clause "Drawn Under Letter of Credit [REDACTED] issued by Community State Bank" when accompanied by the following documents:

- An affidavit from the Town Engineer that Cedar View Properties, LLC has failed to fulfill its obligations in accordance with the development plans.

Presentation of this Letter of Credit may be made at Community State Bank at 224 W Main St, Brook, IN 47922.

This Letter of Credit is valid for one calendar year from February 15, 2022.

If you have any questions, please feel free to contact me at 219-275-2441 or Brock.Iseminger@communitystatebank.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Brock Iseminger", is written over a horizontal line.

Brock Iseminger
President/CEO
Community State Bank
219-275-2441
Brock.Iseminger@communitystatebank.com

Community Bank
224 W Main Street
Brook, IN 47922

Irrevocable Letter of Credit No. [REDACTED]

Subdivision/Entity: Cedar View Properties, LLC

Accepting the Performance Letter of Credit Extension

ALL OF WHICH IS ACKNOWLEDGED AND ACCEPTED THIS _____ DAY OF _____, 2024,
BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.

TOWN COUNCIL
TOWN OF CEDAR LAKE, INDIANA

By: _____
Nick Recupito
Town Council President

ATTEST:

Jennifer Sandberg, IAMC, CMC, CPFIM
Clerk-Treasurer



February 24, 2022

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

Attention: Plan Commission

Subject: Cedar View 2-Lot Commercial Subdivision
Final Plat Review #2
(CBBEL Project No. 060016.00186)

Dear Plan Commission Members:

As requested, Christopher B. Burke Engineering, LLC (CBBEL) staff has reviewed the submitted information for a final plat of a 2-lot commercial subdivision located at 7936 Lake Shore Drive in the Town of Cedar Lake (Town). The project consists of the rehabilitation of an existing residential structure and construction of a 2-unit commercial building with associated parking and a detention basin. The site is approximately 1.7 acres. The submittal was provided by McMahon Engineers and Architects (McMahon) and was reviewed for compliance with the Town's Subdivision Ordinance (No. 498), Zoning Ordinance (No. 496), Lighting Ordinance (No. 1264), Stormwater Ordinance (No. 1218), and associated standard engineering methods. It is our understanding that Nies Engineering will review all sanitary sewer and potable water system related items.

CBBEL received the following items to review:

- "Cedar View Secondary Plat", prepared by McMahon, dated February 22, 2022.

CBBEL has reviewed the submitted documents and concludes that the Applicant has satisfactorily addressed all previous comments with the Final Plat.

Please note that the Applicant is required to provide a certified check or money order payable to the Town of Cedar Lake in an amount equal to three (3%) percent of the cost of improvements prior to Final Plat Approval to cover inspection fees. The amount is based on the estimate of probable cost for public infrastructure improvements of \$383.10. The estimate of probable cost is attached.

Also as requested, CBBEL staff have reviewed the Cedar View plans and associated documents for the purpose of establishing the required Performance Letter of Credit. After review, the estimate of probable cost is \$12,770.00. The Maintenance Letter of Credit will

eventually be based on this value. The Performance Letter of Credit should be established at 110% of the items noted in the estimate cost of construction or **\$14,047.00.**

The Applicant should be aware that with the additional information requested being submitted, additional comments could arise. **To expedite future reviews, the Applicant should include a comment-response letter with future submittals.** The Applicant is required, by 327 IAC 15-5 "Rule 5", to have a SWPPP approved by the Town, prior to submitting a NOI with the IDEM Office of Water Quality, requesting to operate under the Rule 5 General Permit. The Town and IDEM must be notified at least 48 hours prior to any soil disturbing activities. The Town shall be copied on all submittals pertaining to Rule 5 requirements.

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

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

Sincerely,



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

Encl: As noted.

cc: Town Manager (via email)
Planning Director (via email)
Building Commissioner (via email)
Building Administrator (via email)
Town Attorney (via email)
Doug Homeier, PE – McMahon (via email)

Town of Cedar Lake
Cedar View Parcels
Recommended Performance Letter of Credit as of 02/08/22
Public Improvements Included in the 02/22 Final Plat Portion
(CBBEL Project 060015.00017)

| Description | Unit | Qty | Unit Price | Cost |
|---|-------------|------------|-------------------|---------------------|
| Concrete Removal | SYS | 80 | \$ 25.00 | \$ 2,000.00 |
| Concrete Curb/Gutter Removal | LF | 14 | \$ 15.00 | \$ 210.00 |
| Concrete Approaches, 8"/6" | SYS | 80 | \$ 100.00 | \$ 8,000.00 |
| Concrete Curb/Gutter, Variable | EACH | 67 | \$ 30.00 | \$ 2,010.00 |
| Thermoplastic Striping | LS | 1 | \$ 300.00 | \$ 300.00 |
| Signage/Posts | EACH | 2 | \$ 125.00 | \$ 250.00 |
| Improvements | | | | \$ 12,770.00 |
| 3% Inspection Fee | | | | \$ 383.10 |
| <i>(Already Installed/Inspected)</i> | | | | |
| Remaining Improvements | | | | \$ 12,770.00 |
| Performance LOC (110%) = | | | | \$ 14,047.00 |

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



Corporate Center
9204 Columbia Avenue
Munster, Indiana 46321
219.836.4400

February 15, 2024

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

Gentlemen:

Peoples Bank, at the request of our applicant, Summer Winds Development LLC, has provided its Irrevocable Standby Letter of Credit No. [REDACTED] in your favor, which is attached hereto, in the amount of Two Hundred Forty-Four Thousand One Hundred Eighty-Seven Dollars and 85/100 (\$244,187.85), dated February 15, 2024, in your favor. This will certify that Dustin Gorelick, VP, Business Banker, is authorized to provide and execute the attached Irrevocable Standby Letter of Credit, that the signature appearing on said Letter of Credit is authentic, and that the Bank has complied with all banking laws and requirements and other laws in connection with the issuance of such Letter of Credit.

Sincerely,

[REDACTED]

Gregory Bracco, SVP
Chief Business Banking Officer

Attachment: Letter of Credit No. [REDACTED]

GB/ns



Corporate Center
9204 Columbia Avenue
Munster, Indiana 46321
219.836.4400

IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER'S NAME & ADDRESS:

Peoples Bank
9204 Columbia Avenue
Munster, IN 46321
Attention: Commercial Loan Department

Telephone: 219-853-7500
Email: dgorelick@ibankpeoples.com

APPLICANT:

Summer Winds Development LLC
40 E. Joliet Street, Suite 1B
Schererville, IN 46375

BENEFICIARY:

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

Telephone: 219-374-7400

SUBDIVISION/DEVELOPMENT AT ISSUE:

Summer Winds Unit 1
Cedar Lake, Indiana

Irrevocable Standby Letter of Credit No:



Total Amount: \$244,187.85
(maximum aggregate amount)

Issuance Date: February 15, 2024

Expiration Date: February 15, 2025

Ladies and Gentlemen:

Issuance. The Issuer hereby establishes, at the request of Applicant and for the account of the Applicant, in favor of the Beneficiary, this Irrevocable Standby Letter of Credit in the total amount of:

\$244,187.85

Undertaking. Issuer undertakes to honor Beneficiary's demand for payment of an amount available under this Irrevocable Standby Letter of Credit, upon Beneficiary's presentation of a demand for payment in the form of the attached "**Sight Draft for Irrevocable Standby Letter of Credit Regarding Summer Winds Development LLC Unit 1** marked as **EXHIBIT A** (*hereinafter*, "Sight Draft"), together with the original of this Credit, at Issuer's address stated above, on or before the close of business on the expiration date.

Original. The original copy of this Credit shall be presented to and retained by Beneficiary. The original copy of this Credit need not be presented to Issuer as a condition for Beneficiary to receive payment. Retention of the original Credit does not preserve any rights thereunder after the right to demand payment ceases.

Payment. Issuer undertakes to make payment to Beneficiary under this Credit within five (5) business days of receipt by Issuer of a properly presented Sight Draft. Beneficiary shall receive payment from Issuer as described in the Sight Draft.

Partial and Multiple Drawings. Partial and multiple drawings are permitted under this Credit. The aggregate amount available under this Credit at any time shall be the Total Amount of this Credit, less the aggregate amount of all partial drawings previously paid to Beneficiary at such time.

Presentation. Beneficiary may present Sight Drafts for honor to Issuer at Issuer's above-stated address by:

1. Personal delivery to Issuer with an acknowledged duly authorized, signed receipt;
2. Deposit in Certified U.S. Mail, postage prepaid, properly addressed; or
3. Deposit with any third-party commercial carrier for delivery, cost prepaid, properly addressed.

Presentation will be deemed to have occurred upon Issuer's receipt.

Agreed Reduction of Total Amount. Issuer will permanently reduce the Total Amount of this Irrevocable Standby Letter of Credit upon Beneficiary's presentation, from time to time, of an agreed "**Letter of Credit Reduction Approval for Summer Winds Development LLC Unit 1**" in the form attached as **EXHIBIT B**. Beneficiary shall present any such agreed "Letter of Credit Reduction Approvals for Summer Winds Development LLC Unit 1", to Issuer at Issuer's address stated above and Issuer shall make reductions as specified in the particular Letter of Credit Reduction Approvals as presented.

Expiration Date. The expiration date of this Irrevocable Standby Letter of Credit is February 15, 2025.

Peoples Bank Irrevocable Standby Letter of Credit No. [REDACTED]

February 15, 2024

Page 3

Choice of Law. This Irrevocable Standby Letter of Credit is governed by the laws of the State of Indiana and is issued subject to the International Standby Practices 1998 (ISP98), International Chamber of Commerce Publication No. 590. Any amendments to the terms of this credit must be in writing over authorized signature of an officer of Peoples Bank.

Sincerely,

PEOPLES BANK

A handwritten signature in cursive script that reads "Dustin Gorelick".

By: Dustin Gorelick
VP, Business Banker

CERTIFICATION

The Undersigned hereby certifies under the penalty of perjury that I am the duly authorized Agent of the Issuer of this Irrevocable Standby Letter of Credit and have full authority and all required approval to agree to the issuance of this Irrevocable Standby Letter of Credit.

SIGNED AND DATED THIS 15th DAY OF February 2024

Sincerely,

ISSUER: PEOPLES BANK



By: Dustin Gorelick
VP, Business Banker

ACCEPTANCE

The Undersigned hereby certifies under the penalty of perjury that I am the duly authorized Agent of the Town of Cedar Lake, Indiana and have full authority and all required approval to agree to the terms of this Irrevocable Standby Letter of Credit.

SIGNED AND DATED THIS _____ DAY OF February, 2024

(Signature)

(Print Name)

(Title)

ATTEST:

Clerk-Treasurer

The Clerk-Treasurer shall act as the custodian of Cedar Lake's original signed copy of this Irrevocable Standby Letter of Credit.

EXHIBIT A
SIGHT DRAFT FOR IRREVOCABLE STANDBY LETTER OF CREDIT
REGARDING SUMMER WINDS DEVELOPMENT LLC UNIT 1

DATE: _____

RE: IRREVOCABLE STANDBY LETTER OF CREDIT No.: [REDACTED]

APPLICANT: Summer Winds Development LLC
40 E. Joliet Street, Suite 1B
Schererville, IN 46375

ISSUER: Peoples Bank
9204 Columbia Avenue
Munster, Indiana 46321
Attention: Commercial Loan Department
Telephone : 219-853-7500
Email: [REDACTED]

BENEFICIARY: Town of Cedar Lake
7408 Constitution Avenue
Cedar Lake, IN 46303

This Sight Draft is a demand for payment presented by the Beneficiary under the above-referenced Letter of Credit for the amount of \$_____, which constitutes a full/partial payment of the funds available to the Beneficiary under the Letter of Credit. Under this Sight Draft, the Beneficiary states that:

- (i) The undersigned is authorized to execute this Sight Draft on behalf of the Beneficiary;
- (ii) Applicant is in default of its obligations to adequately construct and complete the infrastructure for the Subdivision, which is the subject of the above-referenced Irrevocable Standby Letter of Credit;
- (iii) The above-stated amount of this Sight Draft is the amount currently due to Beneficiary from Applicant; and
- (iv) The proceeds from this Sight Draft will be used to satisfy the above-identified obligations.

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

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

TOWN OF CEDAR LAKE

By: _____
Name: _____
Title: _____

EXHIBIT B
LETTER OF CREDIT REDUCTION APPROVAL FOR
SUMMER WINDS DEVELOPMENT LLC UNIT 1

DATE: _____

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

Number: [REDACTED]
Date of Issuance: February 15, 2024
Current Total Amount: \$244,187.85
Current Expiration Date: February 15, 2025

ILOC REDUCTION APPROVAL No. : _____
Total Amount of this ILOC Reduction: \$ _____
Total Amount of ILOC after this Reduction : \$ _____

APPLICANT: Summer Winds Development LLC
40 E. Joliet Street, Suite 1B
Schererville, IN 46375

ISSUER: Peoples Bank
9204 Columbia Avenue
Munster, Indiana 46321
Attention: Commercial Loan Department

BENEFICIARY: Town of Cedar Lake
7408 Constitution Avenue
Cedar Lake, IN 46303

TOWN ENGINEER: _____

The undersigned hereby approve of and incorporate by reference the calculations stated in the attached "Worksheet for Reduction of Total Amount of the ILOC for Summer Winds Development LLC Unit 1. Issuer is hereby authorized to reduce the Current Total Amount of the above-referenced ILOC as indicated by the attached Worksheet.

Per the attached Worksheet, the new "Total Amount" of the ILOC shall now equal: _____.

Town of Cedar Lake (Beneficiary)

NAME OF TOWN ENGINEER

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Summer Winds Development LLC

By: _____
Name: _____
Title: _____

EXHIBIT B (Continued)

**WORKSHEET FOR REVISED AMOUNT OF IRREVOCABLE STANDBY LETTER OF CREDIT,
FOR SUMMER WINDS DEVELOPMENT LLC UNIT 1**

Applicant has requested the following reduction(s) in the amount of the above-referenced Irrevocable Standby Letter of Credit (*hereinafter*, ILOC). The _____ has inspected and approved the improvement(s) corresponding to the requested reduction(s), verified the cost and value of the requested reduction(s), and hereby recommends approval of the requested reduction(s).

ILOC Reduction Request #: _____

Original ILOC Amount: \$244,187.85

ILOC Revised Amount after all prior approved reduction(s): \$ _____

ILOC Revised Amount after approval of new requested reduction(s): \$ _____

| Item of Improvement | Original Cost Estimate | Previous ILOC Reductions | Amount of New ILOC Requested Reduction | ILOC Amount after New Requested Reduction |
|------------------------|------------------------|--------------------------|--|---|
| | | | | |
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| | | | | |
| Subtotal | | | | |
| | | | | |
| Contingencies (10%) | | | | |
| | | | | |
| | | | | |
| Total Letter of Credit | | | | |

Revised Improvements Cost Subtotal after Above-Requested New Reduction(s): \$ ____

Peoples Bank
9204 Columbia Avenue
Munster, IN 46321

Irrevocable Letter of Credit No. [REDACTED]

Subdivision/Entity: Summer Winds Unit 1
Summer Winds Development LLC
40 E. Joliet Street, Suite 1B
Schererville, IN 46375

Accepting the Performance Letter of Credit Extension

ALL OF WHICH IS ACKNOWLEDGED AND ACCEPTED THIS _____ DAY OF _____, 2024,
BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.

TOWN COUNCIL
TOWN OF CEDAR LAKE, INDIANA

By: _____
Nick Recupito
Town Council President

ATTEST:

Jennifer Sandberg, IAMC, CMC, CPFIM
Clerk-Treasurer



November 21, 2018

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

Attention: Plan Commission

Subject: Summer Winds, Unit 2
Performance Letter of Credit Reduction
(CBBEL Project No. 060015.00017)

Dear Plan Commission Members:

As requested, Christopher B. Burke Engineering, LLC (CBBEL) staff has reviewed a request from the Applicant to reduce the current Performance Letter of Credit based on installed and inspected infrastructure. Record drawings have been submitted for all public infrastructure within this unit and a letter was forwarded to the Applicant on November 19, 2018. We recommend that the Performance Letter of Credit be reduced to \$244,187.85. This represents the maximum reduction of 25% from the original Letter of Credit. Retainage was withheld from various items due to outstanding comments related to the record drawings and inspections. All installed infrastructure has been inspected by Town staff and CBBEL. The revised estimate is attached to this letter.

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

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

Sincerely,

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

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

Encl: Estimated Cost of Construction

cc: Town Administrator – (via email)
Town Director of Operations – (via email)
Town Building Administrator – (via email)
Town Attorney – (via email)
Tim Dinga – Armani – (via email)
Jack Huls, DVG – (via email)

P:\Cedar Lake\060015 Town Engineer\00017 Development Inspections\Summer Winds Residential\060015.00017 Summer Winds LOC RED U1 112118.docx

Town of Cedar Lake
Summer Winds, Unit 1
Recommended Reduced Performance Letter of Credit as of 11/21/18
Subdivision Improvements Included in the 04/18 Final Plat Portion
(CBBEL Project 060015.00017)

| Description | Unit | Qty | Unit Price | Cost | Partial Reduction |
|--|------|------|-------------|----------------------|-------------------|
| <u>Sanitary Sewer Improvements (McAllister Quote)</u> | | | | | |
| 48" SMH | EACH | 10 | \$ 3,200.00 | \$ 32,000.00 | |
| 8" PVC SDR 26 | LF | 2803 | \$ 28.00 | \$ 78,484.00 | |
| 6" SAN SVC | EACH | 38 | \$ 600.00 | \$ 22,800.00 | |
| Tie-in to Existing SAN | EACH | 1 | \$ 1,200.00 | \$ 1,200.00 | |
| Road Structural Backfill | SF | 250 | \$ 14.00 | \$ 3,500.00 | |
| Sanitary Sewer Subtotal | | | | \$ 137,984.00 | |
| <u>Watermain Improvements (McAllister Quote)</u> | | | | | |
| 8" DIP WM | LF | 1921 | \$ 31.00 | \$ 59,551.00 | |
| Hydrant | EACH | 4 | \$ 4,000.00 | \$ 16,000.00 | |
| 8" VB | EACH | 9 | \$ 1,400.00 | \$ 12,600.00 | |
| 8" 45 Degree Bend | EACH | 9 | \$ 550.00 | \$ 4,950.00 | |
| 8x8 Tee | EACH | 2 | \$ 600.00 | \$ 1,200.00 | |
| 2" Blow Offs | EACH | 1 | \$ 500.00 | \$ 500.00 | |
| 10 to 8 Hot Tap | EACH | 1 | \$ 5,525.00 | \$ 5,525.00 | |
| 1" Service Pipe | EACH | 38 | \$ 575.00 | \$ 21,850.00 | |
| B Box | EACH | 38 | \$ 570.00 | \$ 21,660.00 | |
| Road Structural Backfill | LF | 250 | \$ 17.60 | \$ 4,400.00 | |
| Watermain Subtotal | | | | \$ 148,236.00 | |
| <u>Storm Sewer Improvements (McAllister Quote)</u> | | | | | |
| 96" CB | EACH | 1 | \$ 7,000.00 | \$ 7,000.00 | 50% |
| 84" CB | EACH | 2 | \$ 6,300.00 | \$ 12,600.00 | 50% |
| 72" CB | EACH | 2 | \$ 2,800.00 | \$ 5,600.00 | 50% |
| 60" CB | EACH | 3 | \$ 2,300.00 | \$ 6,900.00 | 50% |
| 72" CB w/ 8" Restrictor | EACH | 1 | \$ 3,500.00 | \$ 3,500.00 | 50% |
| 48" CB/MH | EACH | 19 | \$ 1,800.00 | \$ 34,200.00 | 50% |
| 36" INL | EACH | 14 | \$ 1,360.00 | \$ 19,040.00 | 50% |
| 18" FES (w/ grate) | EACH | 2 | \$ 1,250.00 | \$ 2,500.00 | 50% |
| 42" FES (w/ grate) | EACH | 1 | \$ 2,400.00 | \$ 2,400.00 | 50% |
| 12" RCP | LF | 1107 | \$ 18.00 | \$ 19,926.00 | 50% |
| 15" RCP | LF | 228 | \$ 21.00 | \$ 4,788.00 | 50% |
| 18" RCP | LF | 483 | \$ 23.00 | \$ 11,109.00 | 50% |
| 24" RCP | LF | 599 | \$ 25.00 | \$ 14,975.00 | 50% |
| 30" RCP | LF | 227 | \$ 30.00 | \$ 6,810.00 | 50% |
| 36" RCP | LF | 145 | \$ 32.00 | \$ 4,640.00 | 50% |
| 42" RCP | LF | 366 | \$ 35.00 | \$ 12,810.00 | 50% |
| 12" PVC, SDR 26 | LF | 117 | \$ 15.00 | \$ 1,755.00 | 50% |
| Road Structural Backfill | LF | 250 | \$ 15.00 | \$ 3,750.00 | 50% |
| 4" Stubs | EACH | 38 | \$ 500.00 | \$ 19,000.00 | 50% |
| Underdrain at Curb Structure | LF | 800 | \$ 7.00 | \$ 5,600.00 | 50% |
| Storm Sewer Subtotal | | | | \$ 198,903.00 | |
| <u>Roadway Improvements (W&K Quote)</u> | | | | | |
| Aggregate Base Course - 10" | SY | 6133 | \$ 18.00 | \$ 110,394.00 | |

| Description | Unit | Qty | Unit Price | Cost | Partial Reduction |
|---|------|-------|-------------|----------------------|-------------------|
| <i>HMA Binder Course - 3"</i> | SY | 6133 | \$ 13.50 | \$ 82,795.50 | |
| <i>HMA Surface Course - 1.5"</i> | SY | 6133 | \$ 6.00 | \$ 36,798.00 | |
| <i>Tack Coat</i> | SY | 6133 | \$ 0.35 | \$ 2,146.55 | |
| <i>Geogrid</i> | SY | 6745 | \$ 2.50 | \$ 16,862.50 | |
| <i>Concrete Curb - Rolled (18")</i> | LF | 3680 | \$ 20.00 | \$ 73,600.00 | |
| <i>ADA Ramps/DWEs</i> | EACH | 4 | \$ 500.00 | \$ 2,000.00 | |
| <i>PCC Sidewalk - 4" with Subbase (300 ft.)</i> | SY | 167 | \$ 33.49 | \$ 5,592.83 | |
| <i>Street Lights</i> | EACH | 6 | \$ 5,000.00 | \$ 30,000.00 | |
| <i>Street Lights - Decorative</i> | EACH | 1 | \$ 6,000.00 | \$ 6,000.00 | |
| <i>Street Signs</i> | EACH | 8 | \$ 180.00 | \$ 1,440.00 | |
| <i>Striping</i> | LS | 1 | \$ 2,250.00 | \$ 2,250.00 | |
| Roadway Improvements Subtotal | | | | \$ 369,879.38 | |
| <i>Detention Pond Construction/Mass Ex. (McAllister Quote)</i> | | | | | |
| <i>Install Stabilized Construction Entrance</i> | LS | 1 | \$ 4,570.00 | \$ 4,570.00 | |
| <i>Stripping Topsoil to Stockpile</i> | CY | 675 | \$ 3.20 | \$ 2,160.00 | |
| <i>Stripping Topsoil to Fill Non-Structural</i> | CY | 3825 | \$ 3.20 | \$ 12,240.00 | |
| <i>Cut/Fill ROW</i> | CY | 1485 | \$ 5.00 | \$ 7,425.00 | |
| <i>Cut/Fill Pond</i> | CY | 11200 | \$ 5.00 | \$ 56,000.00 | |
| <i>Respread Topsoil for Pond</i> | CY | 1200 | \$ 3.25 | \$ 3,900.00 | |
| <i>Subgrade ROW</i> | SY | 14400 | \$ 1.00 | \$ 14,400.00 | |
| <i>Backfill Curb</i> | LF | 3040 | \$ 2.10 | \$ 6,384.00 | |
| <i>Storm Easement Grading</i> | SY | 2475 | \$ 3.20 | \$ 7,920.00 | |
| <i>Erosion Control/Seeding</i> | LS | 1 | \$ 6,750.00 | \$ 6,750.00 | |
| <i>Detention Basin/Mass Ex. Subtotal</i> | | | | \$ 121,749.00 | |
| Improvements | | | | \$ 976,751.38 | |
| 3% Inspection Fee | | | | \$ 29,302.54 | |
| <i>(Already Installed/Inspected)</i> | | | | \$ 794,512.50 | |
| Remaining Improvements | | | | \$ 182,238.88 | |
| Max Reduction (25%)= | | | | \$ 244,187.85 | |
| Performance LOC (110%) : | | | | \$ 200,462.77 | |

Note: Italicized items have been inspected and accepted.

January 12, 2024

Mr. Jeffery Bunge

Cedar Lake, IN 46303

RE: Cedar Lake/Interim Town Manager Employment Position

Dear Jeff:

The Town Council is pleased to offer you the Interim Town Manager Job Position with the Town of Cedar Lake. As understood and agreed upon, the term of Interim Town Manager Job Position is confirmed to commence as of Monday, January 8, 2024. The starting salary for the Interim Town Manager Job Position will be the annual amount of Ninety-Two Thousand Dollars 00/100 (\$92,000.00), which, based upon twenty-six (26) pay periods means a bi-weekly salary of Three Thousand Five Hundred Thirty-Eight and 46/100 Dollars (\$3,538.46) gross, per pay. It is our understanding that this is acceptable to you.

Further, to the extent provided the job position in the Town Salary Ordinance, all available medical, dental, and related benefits are and will be provided as are currently offered to other Town Employees. Additionally, vacation and paid time off compensation or benefits will currently be fifteen (15) days of vacation and seven (7) days of PTO. A copy of the Y2024 Town Salary Ordinance is attached hereto for ready reference.

Please note that the job position is provided with the understanding that this is a one (1) year term, with same to be completed and concluded on or before December 31, 2024, unless otherwise extended by written agreement of the Town with Jeff, or Public Meeting Action of the Town Council. Please note, further, that the Town of Cedar Lake will provide you available opportunity to learn and grow with the position. Approved training and costs associated with training for the position will be paid for by the Town, as approved by the Town Council. There are several applicable professional leadership and training entities for municipal governance, and related training. These opportunities are intended to provide professional growth as well as networking opportunities for the benefit of the Town. You should note that the Town Council will also provide Performance Evaluations on a regular schedule, as well as the opportunity for salary/compensation advancement. These are all opportunities that will be considered upon presentation to the Town Council by you.

The Town Council presents this Offer with confidence and great anticipation for the continued growth and advancement of our Town. Let's grow you and our Town together for the benefit of our citizens.

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

By:

Nick Recupito, Town Council President

ATTEST:

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



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:** Jeffery Bunge
[REDACTED ADDRESS]
2. **Title or Position With Governmental Entity:** Town Manager
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):** Bunge & Co. dba Lake Shore True Value,
Westend Development Co. dba Cedar Lake True Value
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.):*
Ongoing annual routine general merchandise for various Town departments.
Wife Sandra is involved as a part-time clerk and other tasks as needed.

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.):*

I am an officer of both entities. No additional benefit is expected.

(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 public servant.

Signed: _____

(Signature of Public Servant)

Date: _____

01 - 31 - 2024
(month, day, year)

Printed Name: _____

Jeffery Bunge

(Please print legibly.)

Email Address: _____

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.

TOWN OF CEDAR LAKE FIREFIGHTER/EMT/PARAMEDIC TRAINING REIMBURSEMENT AGREEMENT

This Town of Cedar Lake Firefighter/Emergency Medical Technician (“EMT”)/Paramedic Training Reimbursement Agreement (hereinafter “Agreement”) is made and entered into this ____ day of _____, 20____, by and between the TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, by and through its duly appointed Town Council (hereinafter collectively referred to as “Town”) and Jose L Bugarin Delgado (hereinafter referred to as “Applicant”).

RECITALS

WHEREAS, the Applicant has made application to the Town for a Firefighter/Emergency Medical Technician (“EMT”)/Paramedic employment position for the Town; and

WHEREAS, in order to acquire the necessary professional knowledge, skill, method and technique required for Firefighter/EMT/Paramedic work with the Town, the Applicant will be required to participate in Firefighter/EMT/Paramedic training which may be required by the Town; and

WHEREAS, the Town makes a substantial investment of time and money in providing for the equipment and training of newly hired Firefighters/EMTs/Paramedics to the Cedar Lake Fire Department; and

WHEREAS, the Town is entitled to expect a reasonable return on such investment, in terms of commitment of time and devotion to duty of the prospective Applicant; and

WHEREAS, it has become more prevalent, with the advent of the transfer of pension rights pursuant to statute, for a sworn Firefighter/EMT/Paramedic to leave the Town Fire Department and the municipal entity which has provided for his/her training prior to serving on such Fire Department for a reasonable period of time.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

COVENANTS

1. Both Town and Applicant agree that the Recitals are incorporated herein by reference as if fully stated herein.
2. The Applicant agrees to participate in all training requested of him/her by the Town, which training may consist of any or all of the following:

- a. Indiana Firefighter Training/Certification;
- b. Indiana EMT Training/Certification;
- c. Indiana Paramedic Training/Certification;
- d. Similarly related training and/or certification programs for a Firefighter/EMT/Paramedic, whether State or federally mandated.

The Applicant agrees to successfully complete such training and obtain the necessary and appropriate certification for any such training. In the event that the Town extends a final offer of employment to the Applicant, he/she agrees to serve as a Firefighter/EMT/Paramedic, and subsequently, as a Firefighter/EMT/Paramedic for the Town in any duty assignment prescribed. The Applicant does further agree to devote full-time to any necessary training and subsequent service as a Firefighter/EMT/Paramedic for the Town and to perform all assignments in a satisfactory manner.

3. The Town agrees to provide, at its sole discretion, any necessary Firefighter/EMT/Paramedic training to the Applicant deemed necessary by the Town and to be responsible for payment of all related expenses in connection therewith, including food and lodging on the premises while the Applicant is in training, if required. The Town agrees to provide, at its sole discretion, in-house training for the Applicant during those periods of time that said Applicant is employed with the Town.

4. The Applicant acknowledges that in addition to any training that may be provided by the Town, he/she will also be provided with a uniform and other Firefighter/EMT/Paramedic equipment by the Town. Because of the fact that the total costs and expenses incurred by the Town for the training and equipping of the Applicant are difficult to ascertain with any degree of certainty, resulting in part from the continual change and increase in the costs of training and equipment, said Applicant agrees to pay to the Town:

- a. the greater of the actual expenses incurred by the Town, including salary, expenses, uniforms, school, training and equipment, and any and all other expenses incurred by the Town, or the sum of Ten Thousand Dollars (\$10,000.00), as agreed upon liquidated damages for training and/or equipment, in the event that said Applicant terminates his/her employment with the Town within the first sixty (60) months subsequent to the accepting employment as a Firefighter/EMT/Paramedic for the Town and said Applicant, while employed by the Town, has started or completed training at any

Firefighter, Paramedic, and/or Emergency Medical Technician School at the Town's expense; or

b. the greater of the actual expenses incurred by the Town, including salary, expenses, uniforms, school, training and equipment, and any and all other expenses incurred by the Town, or the sum of Three Thousand Five Hundred Dollars (\$3,500.00), as agreed upon liquidated damages for training and/or equipment, in the event that said Applicant terminates his/her employment with the Town within the first sixty (60) months subsequent to the accepting employment as a Firefighter/EMT/Paramedic for the Town and said Applicant, while employed by the Town, has not yet started training at any Firefighter, Paramedic, and/or Emergency Medical Technician School, or has completed the same at his/her own expense, or the expense of another.

c. all sums due the Town under this agreement by the Applicant shall be due and payable, in full, thirty (30) days after the Applicant's employment as a Firefighter/EMT/Paramedic terminates, for any reason, with the Town and shall bear interest at the rate of 8% per annum, and in the event that the Town initiates a civil lawsuit to recover and/or collect the liquidated damages set forth above, the Applicant agrees to pay the reasonable attorney's fees and court costs incurred by the Town.

5. The Applicant agrees that amounts owed, pursuant to this Agreement, shall be deducted from the Applicant's final paycheck from the Town of Cedar Lake, Lake County, Indiana, and any remaining monies still owed by Applicant shall remain due and owing by Applicant according to the terms of the Agreement. Applicant further agrees to and authorizes the Town to withhold said amount(s) from Applicant's final paycheck.

6. In no event shall liquidated damages, as set forth above, be assessed if the Applicant fails to satisfactorily complete training at Firefighter, Paramedic and/or Emergency Medical Technician School or terminates his/her employment during the first sixty (60) months because of a disabling illness or injury which renders said Applicant physically unable to perform his/her duties as a Firefighter/EMT/Paramedic for the Town, as verified by a competent physician approved by the Town.

7. The exceptions set forth in Paragraph 4 above shall not apply in the event that the Town determines, in its sole discretion, that there is substantial evidence that the Applicant would have otherwise been dismissed from his/her employment as a Firefighter/EMT/Paramedic for the

Town as a result of misrepresenting his/her basic qualifications for employment, or has otherwise caused his/her illness or injury.

8. The Applicant acknowledges that he/she meets the basic qualifications for employment as set forth below:

- a. U.S. citizen;
- b. High school diploma or equivalent thereof;
- c. No felony convictions;
- d. Valid Indiana driver's license;
- e. Weight proportionate to height;

9. The Applicant acknowledges that he/she must undergo and satisfactorily pass each of the following:

- a. Physical agility test;
- b. Oral interview with the Town Fire Chief and/or his/her designated representative;
- c. Extensive background search;
- d. Psychological test;
- e. Any other testing procedures as may be required by the Town.

10. The Applicant acknowledges and represents that the information contained on his/her formal application and the information given to personnel of the Town conducting any background investigation of the Applicant is accurate, truthful and complete.

11. In the event that within sixty (60) months subsequent to the execution of this Agreement, the Applicant is: (a) called to active military duty; (b) has his/her probationary period extended by the Town for any reason whatsoever; or (c) is granted a temporary leave of absence by the Town, then the period within which said Applicant is required to make payment of liquidated damages, as set forth above, shall be extended in an amount equal to the length of time that the Applicant is unable to actively serve, for those reasons set forth above, as a Firefighter/EMT/Paramedic for the Town.

12. This Agreement shall become effective upon the execution of this Agreement by the Applicant and the Town, and shall remain in full force and effect for a period of sixty (60) months following said date of execution, unless extended as provided in Paragraph 11 above.

13. The Applicant expressly acknowledges that this Agreement is not intended to be and shall not be construed as a contract of employment with the Town. Applicant further acknowledges that if the Town, in its sole discretion, determines that the Applicant has not satisfactorily passed and completed all portions of the required testing and evaluations, the Town will not, and it shall not be required to, extend a final offer of employment to the Applicant.

14. If the Town pursues legal action to enforce any of the terms and/or obligations as enumerated throughout the Agreement, Applicant shall be responsible for payment to the Town of its reasonable attorney's fees incurred during said legal action, including all collection costs, court costs, and related fees.

15. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

16. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subject to the expungement of the invalid provision.

17. This Agreement shall be construed in accordance with the laws of the State of Indiana, and embodies the entire agreement between the parties hereto. Each party acknowledge that there are no inducements, promises, terms, conditions or obligations made or entered into other than those expressly contained herein.

18. This Agreement has been approved by the Cedar Lake Town Council by an affirmative vote of ____ in favor and ____ against during duly noticed regular public meeting held on the ____ day of _____, 20____, and whereby the Town Fire Chief has been authorized and directed to enter into said Agreement on behalf of the Town.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 20____,

[SIGNATURES ON FOLLOWING PAGE]

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

By: _____
Fire Chief (signature)

Printed Name

Date Signed

Approved: _____
Town Council President

Approved _____
Town Clerk-Treasurer

APPLICANT

By: _____
Applicant (signature)

Printed Name

Date Signed

Date

Date

**TOWN OF CEDAR LAKE FIREFIGHTER/EMT/PARAMEDIC TRAINING
REIMBURSEMENT AGREEMENT**

This Town of Cedar Lake Firefighter/Emergency Medical Technician (“EMT”)/Paramedic Training Reimbursement Agreement (hereinafter “Agreement”) is made and entered into this ____ day of _____, 20____, by and between the TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, by and through its duly appointed Town Council (hereinafter collectively referred to as “Town”) and Collin Turner (hereinafter referred to as “Applicant”).

RECITALS

WHEREAS, the Applicant has made application to the Town for a Firefighter/Emergency Medical Technician (“EMT”)/Paramedic employment position for the Town; and

WHEREAS, in order to acquire the necessary professional knowledge, skill, method and technique required for Firefighter/EMT/Paramedic work with the Town, the Applicant will be required to participate in Firefighter/EMT/Paramedic training which may be required by the Town; and

WHEREAS, the Town makes a substantial investment of time and money in providing for the equipment and training of newly hired Firefighters/EMTs/Paramedics to the Cedar Lake Fire Department; and

WHEREAS, the Town is entitled to expect a reasonable return on such investment, in terms of commitment of time and devotion to duty of the prospective Applicant; and

WHEREAS, it has become more prevalent, with the advent of the transfer of pension rights pursuant to statute, for a sworn Firefighter/EMT/Paramedic to leave the Town Fire Department and the municipal entity which has provided for his/her training prior to serving on such Fire Department for a reasonable period of time.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

COVENANTS

1. Both Town and Applicant agree that the Recitals are incorporated herein by reference as if fully stated herein.
2. The Applicant agrees to participate in all training requested of him/her by the Town, which training may consist of any or all of the following:

- a. Indiana Firefighter Training/Certification;
- b. Indiana EMT Training/Certification;
- c. Indiana Paramedic Training/Certification;
- d. Similarly related training and/or certification programs for a Firefighter/EMT/Paramedic, whether State or federally mandated.

The Applicant agrees to successfully complete such training and obtain the necessary and appropriate certification for any such training. In the event that the Town extends a final offer of employment to the Applicant, he/she agrees to serve as a Firefighter/EMT/Paramedic, and subsequently, as a Firefighter/EMT/Paramedic for the Town in any duty assignment prescribed. The Applicant does further agree to devote full-time to any necessary training and subsequent service as a Firefighter/EMT/Paramedic for the Town and to perform all assignments in a satisfactory manner.

3. The Town agrees to provide, at its sole discretion, any necessary Firefighter/EMT/Paramedic training to the Applicant deemed necessary by the Town and to be responsible for payment of all related expenses in connection therewith, including food and lodging on the premises while the Applicant is in training, if required. The Town agrees to provide, at its sole discretion, in-house training for the Applicant during those periods of time that said Applicant is employed with the Town.

4. The Applicant acknowledges that in addition to any training that may be provided by the Town, he/she will also be provided with a uniform and other Firefighter/EMT/Paramedic equipment by the Town. Because of the fact that the total costs and expenses incurred by the Town for the training and equipping of the Applicant are difficult to ascertain with any degree of certainty, resulting in part from the continual change and increase in the costs of training and equipment, said Applicant agrees to pay to the Town:

- a. the greater of the actual expenses incurred by the Town, including salary, expenses, uniforms, school, training and equipment, and any and all other expenses incurred by the Town, or the sum of Ten Thousand Dollars (\$10,000.00), as agreed upon liquidated damages for training and/or equipment, in the event that said Applicant terminates his/her employment with the Town within the first sixty (60) months subsequent to the accepting employment as a Firefighter/EMT/Paramedic for the Town and said Applicant, while employed by the Town, has started or completed training at any

Firefighter, Paramedic, and/or Emergency Medical Technician School at the Town's expense; or

b. the greater of the actual expenses incurred by the Town, including salary, expenses, uniforms, school, training and equipment, and any and all other expenses incurred by the Town, or the sum of Three Thousand Five Hundred Dollars (\$3,500.00), as agreed upon liquidated damages for training and/or equipment, in the event that said Applicant terminates his/her employment with the Town within the first sixty (60) months subsequent to the accepting employment as a Firefighter/EMT/Paramedic for the Town and said Applicant, while employed by the Town, has not yet started training at any Firefighter, Paramedic, and/or Emergency Medical Technician School, or has completed the same at his/her own expense, or the expense of another.

c. all sums due the Town under this agreement by the Applicant shall be due and payable, in full, thirty (30) days after the Applicant's employment as a Firefighter/EMT/Paramedic terminates, for any reason, with the Town and shall bear interest at the rate of 8% per annum, and in the event that the Town initiates a civil lawsuit to recover and/or collect the liquidated damages set forth above, the Applicant agrees to pay the reasonable attorney's fees and court costs incurred by the Town.

5. The Applicant agrees that amounts owed, pursuant to this Agreement, shall be deducted from the Applicant's final paycheck from the Town of Cedar Lake, Lake County, Indiana, and any remaining monies still owed by Applicant shall remain due and owing by Applicant according to the terms of the Agreement. Applicant further agrees to and authorizes the Town to withhold said amount(s) from Applicant's final paycheck.

6. In no event shall liquidated damages, as set forth above, be assessed if the Applicant fails to satisfactorily complete training at Firefighter, Paramedic and/or Emergency Medical Technician School or terminates his/her employment during the first sixty (60) months because of a disabling illness or injury which renders said Applicant physically unable to perform his/her duties as a Firefighter/EMT/Paramedic for the Town, as verified by a competent physician approved by the Town.

7. The exceptions set forth in Paragraph 4 above shall not apply in the event that the Town determines, in its sole discretion, that there is substantial evidence that the Applicant would have otherwise been dismissed from his/her employment as a Firefighter/EMT/Paramedic for the

Town as a result of misrepresenting his/her basic qualifications for employment, or has otherwise caused his/her illness or injury.

8. The Applicant acknowledges that he/she meets the basic qualifications for employment as set forth below:

- a. U.S. citizen;
- b. High school diploma or equivalent thereof;
- c. No felony convictions;
- d. Valid Indiana driver's license;
- e. Weight proportionate to height;

9. The Applicant acknowledges that he/she must undergo and satisfactorily pass each of the following:

- a. Physical agility test;
- b. Oral interview with the Town Fire Chief and/or his/her designated representative;
- c. Extensive background search;
- d. Psychological test;
- e. Any other testing procedures as may be required by the Town.

10. The Applicant acknowledges and represents that the information contained on his/her formal application and the information given to personnel of the Town conducting any background investigation of the Applicant is accurate, truthful and complete.

11. In the event that within sixty (60) months subsequent to the execution of this Agreement, the Applicant is: (a) called to active military duty; (b) has his/her probationary period extended by the Town for any reason whatsoever; or (c) is granted a temporary leave of absence by the Town, then the period within which said Applicant is required to make payment of liquidated damages, as set forth above, shall be extended in an amount equal to the length of time that the Applicant is unable to actively serve, for those reasons set forth above, as a Firefighter/EMT/Paramedic for the Town.

12. This Agreement shall become effective upon the execution of this Agreement by the Applicant and the Town, and shall remain in full force and effect for a period of sixty (60) months following said date of execution, unless extended as provided in Paragraph 11 above.

13. The Applicant expressly acknowledges that this Agreement is not intended to be and shall not be construed as a contract of employment with the Town. Applicant further acknowledges that if the Town, in its sole discretion, determines that the Applicant has not satisfactorily passed and completed all portions of the required testing and evaluations, the Town will not, and it shall not be required to, extend a final offer of employment to the Applicant.

14. If the Town pursues legal action to enforce any of the terms and/or obligations as enumerated throughout the Agreement, Applicant shall be responsible for payment to the Town of its reasonable attorney's fees incurred during said legal action, including all collection costs, court costs, and related fees.

15. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

16. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subject to the expungement of the invalid provision.

17. This Agreement shall be construed in accordance with the laws of the State of Indiana, and embodies the entire agreement between the parties hereto. Each party acknowledge that there are no inducements, promises, terms, conditions or obligations made or entered into other than those expressly contained herein.

18. This Agreement has been approved by the Cedar Lake Town Council by an affirmative vote of ___ in favor and ___ against during duly noticed regular public meeting held on the ____ day of _____, 20____, and whereby the Town Fire Chief has been authorized and directed to enter into said Agreement on behalf of the Town.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 20____,

[SIGNATURES ON FOLLOWING PAGE]

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

APPLICANT

By: _____
Fire Chief (signature)

Printed Name

Date Signed

By: _____
Applicant (signature)

Printed Name

Date Signed

Approved: _____
Town Council President

Date

Approved _____
Town Clerk-Treasurer

Date

FARMERS' MARKET EVENT COORDINATOR AGREEMENT

THIS 2024 FARMERS' MARKET EVENT COORDINATOR AGREEMENT, (hereinafter this "Agreement") is entered into this ____ day of _____, 2024, by and between the Town of Cedar Lake, Lake County, Indiana, acting by and through its duly elected and authorized Town Council (hereinafter referred to as "TOWN"), and Kelly Dykstra, an individual and qualified Event Coordinator for the Town Farmers' Market Event in 2024 (hereinafter referred to as "CONTRACTOR").

RECITALS

1. The TOWN seeks to contract with a qualified individual or entity to provide Farmers' Market Event Coordination services in 2024 at the Cedar Lake Town Municipal Complex at 7408 Constitution Avenue, Cedar Lake, Lake County, Indiana; and

2. The TOWN COUNCIL has determined that it is advisable to enter into an independent contractor relationship with the CONTRACTOR in order to have an available trained and qualified individual to provide a Farmer's Market Event Coordinator; and

3. The CONTRACTOR is such a trained and qualified individual fully available to provide Farmers' Market Event Coordination; and

4. The TOWN COUNCIL agrees that it is advisable and necessary to enter into this Agreement with CONTRACTOR in order to have the services of a Farmers' Market Event Coordinator; for the 2024 Town Farmers' Market Event and activities; and

5. The TOWN COUNCIL has determined that a farmers' market will result in substantial benefit to the TOWN by providing an attraction for local citizens and tourists, while allowing produce, food products, and other items to be provided directly to the public by the producers of the products; hence, having a farmers' market is determined by the Town Council to be in the best interests of the TOWN; and

6. The TOWN COUNCIL and CONTRACTOR both seek to guard against potential conflicts, problems, or disagreements by setting forth hereafter the terms of this Agreement between them whereby the CONTRACTOR will be engaged as a Farmers' Market Event Coordinator in accordance with the terms of this AGREEMENT.

COVENANTS

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

1. The CONTRACTOR agrees to contract with the TOWN as Farmers' Market Event Coordinator, to be specifically directed by the Town Manager of the TOWN, at the Town of Cedar Lake Municipal Complex. The TOWN authorizes CONTRACTOR to operate a Farmers' Market Event activity on the Town-owned Municipal Complex located at 7408 Constitution Avenue, Cedar Lake, Indiana, on the second and fourth Wednesdays, of each month from 9:00 a.m. until 9:00 p.m., beginning on May 8, 2024, and ending on October 23, 2024. This schedule permits appropriate set-up and clean-up of the Farmers' Market

Activity operation and equipment for each scheduled and authorized Activity date. Actual public market hours will be from 3:00 p.m. until 8:00 p.m., May through August. In September and October, the Event will then end at 7:00 p.m., inclusive.

2. The Agreement shall be effective upon approval of the TOWN COUNCIL and shall be in effect from May 8, 2024, through October 23, 2024, subject to the terms hereafter.
3. For the June 2024, Farmer's Market Event activities, the CONTRACTOR shall be responsible for providing a parking lot attendant to direct traffic and keep barricades orderly due to the Town Hall meetings that will be held contemporaneously with the Farmer's Market Event.
4. Rain dates for Farmer's Market Event activities shall be held on the Wednesday following the schedule market that is rained out, so the fourth (4th) Wednesday would fall to the first (1st) Wednesday of the following month except where there is a fifth (5th) Wednesday. May and August both have a fifth (5th) Wednesday. June would only allow for June 14th as a rain date due to Summerfest. The last market on October 25th would not allow for a market rain date. For any such rain date for Farmer's Market Event activities, the CONTRACTOR shall be responsible for providing a parking lot attendant to direct traffic and keep barricades orderly due to the Town Hall meetings that will be held contemporaneously with the Farmer's Market Event.
5. The CONTRACTOR shall pay the TOWN at the rate of \$150.00 per event for utilization of the Town Municipal Complex for the Farmer's Market Event, not to exceed forty (40) vendors. Payment is due on the date of each event to the Town Clerk-Treasurer. If the event shall exceed forty (40) vendors, an additional \$5.00 per vendor shall be paid to the Town. Alternatively, the Town may collect the fees and applications/waivers and pay CONTRACTOR less the agreed upon fee of \$150.00 per event for forty (40) vendors, and less the fee per vendor exceeding forty (40). One (1) vendor position shall be reserved for the TOWN, at no expense to the TOWN, during each Farmer's Market Event held on TOWN property.
6. All signage for each Event will be provided by the CONTRACTOR. The CONTRACTOR will be responsible for setting the signage on the date of each Event and removal of all signage no later than 10:00 pm on the date of each Event. Signage for the Event shall include six (6) "Town Staff – NO PARKING" signs to preserve parking for Town Staff who may leave and return to Town Hall during an Event. A banner will be allowed during the term of the contract on the Municipal Complex fence along Morse Street provided said banner is maintained in good condition. The CONTRACTOR will be responsible for the storage of all signs, barricades, banners, tents, chairs, etc. used to support the Farmers' Market Event Activity.
7. The CONTRACTOR will be responsible for all communications with vendors, interested persons, and the like.
8. The CONTRACTOR shall be responsible for any damage to TOWN property resulting from its operation of the Farmers' Market Event Activity, other than normal wear and tear.
9. The TOWN shall allow the use of the public restrooms during the Farmers' Market Event Activity hours. Restrooms shall be maintained by the CONTRACTOR.

10. All permits, as well as health department inspections and/or requirements shall be the responsibility of the CONTRACTOR. It will be the responsibility of the CONTRACTOR to ensure all licensing, permits, etc. are obtained and maintained. Copies are to be provided to the Town Manager by the CONTRACTOR upon request by the TOWN.
11. The Farmers' Market Event Activity shall not interfere with any TOWN programs at the Town Municipal Complex. Town programs and events already scheduled for 2024 include Summer Day Camp, Summerfest, and Spring & Fall Soccer.
12. **TOWN and CONTRACTOR Additional Responsibilities.** Town and Contractor Additional Responsibilities are set forth in Exhibit B attached hereto.
13. **MISCELLANEOUS**

A. **Independent Contractor.** It is expressly acknowledged and understood by the Parties herein that the CONTRACTOR is a retained Independent Contractor for the purposes of this Agreement and the services for which this Agreement is entered.

B. **independent Contractor Relationship.** The CONTRACTOR is strictly an Independent Contractor, and is not an employee, servant, agent, partner, or joint venturer with the TOWN. The TOWN and TOWN COUNCIL are not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payment which it owes the independent contractor. Neither CONTRACTOR nor its employees shall be entitled to receive any benefits which employees of the TOWN are entitled to receive and shall not be entitled to worker's compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit-sharing, or social security on account of their work for the TOWN. The CONTRACTOR shall be solely responsible for paying its employees, if any. The CONTRACTOR shall be responsible for paying any and all taxes as referred to above.

C. **Benefit.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective Heirs, Personal Representatives, Successors and Assigns.

D. **Insurance.** CONTRACTOR shall provide evidence that she has obtained and will maintain insurance and complies with the following provisions:

- i. Insurance coverage limits - \$2 million combined single limit;
- ii. TOWN to be listed as named insured on separate endorsement;
- iii. The CONTRACTOR's insurance is to be the primary insurance;
- iv. Thirty (30) days' notice to TOWN of cancellation;
- v. Certificate of Insurance to be provided before Event begins;
- vi. Event insurance requirements are incorporated as EXHIBIT "A"

E. **Notices.** All notices herein required shall be in writing and served on the Parties at their respective addresses, by either Personal Service or mailing of a notice by First Class Mail, postage prepaid, to be sufficient service.

CONTRACTOR:
Ms. Kelly Dykstra
13701 Lauerman #70
Cedar Lake, IN 46303

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

Attention: Town Clerk-Treasurer
Town Manager
Town Council President

F. **Time of Essence.** Time is expressly declared to be of the essence of this Agreement for all services to be rendered hereunder.

G. **Additional Documents.** The Parties hereto agree to execute any and all additional documents necessary to effectuate the terms and provisions of this Agreement.

H. **Entire Agreement/Amendments.** The Agreement herein represents the entire understanding of the Parties hereto with respect to the subject matter of this Agreement and supersedes any prior understanding between the Parties, whether oral or written. Any amendments to this Agreement shall be in writing and shall be signed by all of the Parties hereto.

I. **Indemnification.** The CONTRACTOR shall perform the work contemplated by this Agreement at its own risk. The CONTRACTOR assumes all responsibility for the condition of tools, equipment, and materials utilized in the performance of this AGREEMENT. The CONTRACTOR shall further indemnify and hold harmless the TOWN, its elected and appointed Officials, Employees or Agents and Representatives from any claim, demand, loss, liability, damage, or expense arising in any way from the CONTRACTOR's work, and the CONTRACTOR's work contemplated by this AGREEMENT, which shall include attorney's fees. The CONTRACTOR will indemnify and hold the TOWN harmless for any and all claims arising out of this agreement and any damages resulting therefrom, including but not limited to claims of personal or bodily injury or death, and property damage, whether arising from tort, contract regulator or other claim.

J. **Termination Without Cause.** Without cause, either Party hereto may terminate this AGREEMENT after giving five (5) days prior notice as specified in SECTION 10.D. Notices, hereinabove, to the other of intent to terminate without cause. The Parties shall deal with each other in good faith during the five (5) day period after any notice on intent to terminate without cause has been given.

K. **Attorney's Fees.** In the event it is necessary for either Party to this AGREEMENT to initiate any action for the purpose of interpretation or enforcement, the prevailing Party shall be entitled to recover in addition to all its rights and remedies at law or in equity, its costs, excluding attorney's fees.

L. **Governing Law and Invalidity.** This AGREEMENT shall be governed and enforced by the Laws of the State of Indiana, and it is agreed the Indiana State Courts in Lake County, Indiana, shall have exclusive jurisdiction of any dispute under this AGREEMENT.

Wherever possible, each provision of this AGREEMENT shall be interpreted in such a manner as to be effective and valid under applicable law or, if invalid under such law, said provision shall be the remainder of such provision the remaining provisions of this AGREEMENT.

M. **Public Action.** This AGREEMENT has been approved by affirmative action of the TOWN COUNCIL of the Town of Cedar Lake, Lake County, Indiana, at a Public Meeting of the TOWN COUNCIL, after a motion duly made and seconded, on the ___ day of _____, 2024, by a vote of ___ in favor and ___ against, and whereby the TOWN COUNCIL President and Clerk-Treasurer, respectively, were authorized and directed to execute and enter this Agreement on behalf of the TOWN in their representative capacities.

ALL OF WHICH IS AGREED TO THIS ___ DAY OF _____, 2024.

CONTRACTOR

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

By: _____

By: _____

Nick Recupito, President

Printed: Kelly Dykstra

Address: 13701 Lauerman #70
Cedar Lake, IN 46303

ATTEST: _____

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

EXHIBIT A

Insurance Requirements for use of Town Complex – special events

Any person or entity hosting an event at the Town Complex must provide a completed Certificate of Insurance naming Town of Cedar Lake, IN, as the Certificate Holder, located at 7408 Constitution Avenue, Cedar Lake IN, 46303, to the attention of Chris Salatas, Town Manager, and shall include the following minimum insurance coverages, limits and terms.

The insured will continue or renew all required coverages throughout the term of this contract and will provide updated and current Certificates of Insurance as proof of their compliance in a timely fashion.

Commercial General Liability (Occurrence Form)

| | |
|---|-------------|
| General Aggregate (other than Prod/Comp Operations) | \$2,000,000 |
| Products/Completed Operations Aggregate | \$2,000,000 |
| Personal & Advertising Injury Liability | \$1,000,000 |
| Each Occurrence | \$1,000,000 |
| Liquor Liability (if alcohol will be served at the event) | \$1,000,000 |

- The above insurance shall be considered PRIMARY insurance and any other insurance carried by Town of Cedar Lake, IN, will be excess and shall not contribute to any losses arising out of the contractor's work.

Automobile Liability

\$1,000,000 each accident

- Insurance coverage should apply to "any auto", "non-owned", and "hired vehicles" used by the contractor.

Workers Compensation and Employer's Liability

| | |
|---------------------------|-------------------------|
| Workers Compensation | State Statutory Limits |
| Employer's Liability | |
| Bodily Injury by Accident | \$100,000 each accident |
| Bodily Injury by Disease | \$500,000 policy limit |
| Bodily Injury by Disease | \$100,000 each employee |

Umbrella Liability

| | |
|-------------------------------|-------------|
| Each Occurrence and Aggregate | \$1,000,000 |
|-------------------------------|-------------|

The above coverages must be placed with an insurance company with an A.M. Best rating of A-:VII or better.

Please provide a Waiver of Subrogation in favor of Town of Cedar Lake, IN, as it pertains to Commercial General Liability, Auto, Umbrella, Workers Compensation and Liquor Liability insurance coverages, if applicable.

Please list the following entity as an ADDITIONAL INSURED on the General Liability insurance policy.

Town of Cedar Lake, IN, its subsidiaries, affiliates, board members, directors, officers, and employees as Additional Insureds for all liability arising out of ongoing operations and completed operations.

(Use forms CG2010 07 04 and CG2037 07 04 or equivalent forms providing similar coverage.

Blanket additional insured is not sufficient)

Insured will provide a 30-day written notice to Town of Cedar Lake, IN, of material changes in these insurance coverages, their cancellation or non-renewal.

EXHIBIT B

CONTRACTOR

Responsible for:

- Event Coordination
- Advertising
- Vendor Applications & Waivers, all vendor space reservations
- Parking
- Signage
- Restroom Maintenance
- Communication with Vendors, interested persons and the like
- Garbage and site clean up
- Security if needed
- No alcohol vendors
- Food Concessions – all vendors must have a current health permit from Lake County Health Department
- No smoking in the market. We would like to have a smoke-free market.

TOWN

- Will provide advertising in the Town's newsletter, website, and social media. Advertising and links to information will be provided by the Contractor.
- Use of dumpster and trash cans; however, all garbage shall be maintained by CONTRACTOR.

ROONEY & Co, LLC

ACCOUNTING AND ECONOMICS

7839 ISLAY ROAD

INDIANAPOLIS, IN 46217

January 8, 2024

Jennifer N. Sandberg
Clerk-Treasurer
PO Box 707
7408 Constitution Ave.
Cedar Lake, Indiana 46303

Dear Jennifer,

The purpose of this letter is to confirm the cost report services we will perform, and the scope of the engagement. This engagement is by and between Rooney and Co, LLC, an Indiana limited liability company (“**Rooney and Co**”) and the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation (TOWN) which operates an Emergency Medical Service. Our engagement will include the preparation of the following cost report from the information you supply us:

- Indiana Medicaid Freestanding Governmental Ambulance Provider Cost Report for the year ending December 31, 2023.

Rooney and Co is responsible for preparing the cost report listed above in compliance with the cost allocation principles found in OMB Circular A-87 and CMS Pub. 15-1 and based on the instructions outlined in the Indiana Health Coverage Program June 4, 2013 Medicaid Bulletin BT201316. The purpose is to determine the Medicaid program ambulance costs for potential additional Medicaid reimbursement. Rooney and Co will provide TOWN a planning guide to assist in compiling the necessary data required for completion of the above report. All statements, records, schedules, working papers, or memoranda prepared by Rooney and Co during our engagement shall remain the exclusive property of Rooney and Co.

This engagement is limited solely to cost report preparation. Rooney and Co will not audit or otherwise verify the data you submit (the “**Data**”). However, the Office of Medicaid Policy and Planning requires that you have adequate documentation to support the cost reports filed, and we may require clarification with regards to the Data you provide. Regardless of whether or not separate, several, joint or concurrent liability may be imposed upon Rooney and Co, TOWN shall indemnify and hold harmless Rooney and Co from and against all damages, claims, and liability arising from or connected with the Data provided. If Rooney and Co shall become a party to litigation or required to respond to an audit of TOWN based upon the Data submitted or the failure of the cost report to be timely submitted due to the suspension or termination of our work due to non-payment or failure to provide the Data or other necessary info on a timely basis, then TOWN shall hold Rooney and Co harmless and indemnify Rooney and Co with respect to all associated costs, including without limit to: attorneys’ fees, accountants’ fees, court costs, interests, and penalties.

Our fees for the cost report preparation will be \$4,000 or you may choose a 25% contingency due upon the receipt of the 2023 ambulance supplemental payment. We would agree to limit our fees under the contingency arrangement to \$10,000.

If you choose the fixed fee amount of \$4,000, you will be invoiced upon completion of the cost report. Our invoices are due and payable within 40 days. If the contingency option is chosen, the payment to Rooney and Co is due within 40 days of receipt of your payment. Interest will accrue at a rate of 3% per month on any unpaid balances.

We believe the foregoing correctly sets forth our understanding, but if you have any questions, please let us know. If you find the arrangements acceptable, please acknowledge your agreement to the understanding by signing and returning the letter to us.

We look forward to working with you as a client. Should you have questions please contact Lisa Rooney at 317.840.8280 or by email, Lisa.Rooney@Rooneyandco.com.

Sincerely,

Rooney and Co., LLC

/s/ Lisa Rooney

Lisa Rooney, Manager

Please have the authorized agent or other authorized representative select the fee schedule desired, and then execute and date below.

_____ Flat Fee \$4,000

_____ Contingency Fee of 25% of Payment (Limited to \$10,000)

I have read and understand the above Agreement, selected the desired fee schedule, received a copy, and accept all of its terms.

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

By: _____

Date: _____

Printed: _____

Title: _____



Crowe LLP

Independent Member Crowe Global

3815 River Crossing Parkway, Suite 300,
Indianapolis, IN 46240-0977
Tel +1 317 569 8989
Fax +1 317 706 2660
www.crowe.com

January 18, 2024

Ms. Jennifer Sandberg
Town of Cedar Lake
7408 Constitution Ave
Cedar Lake, Indiana 46303-9186

Dear Ms. Sandberg:

This letter agreement confirms the arrangements for Crowe LLP ("Crowe" or "we" or "us") to provide consulting services, as more fully set forth herein (the "Services"), and the deliverables set forth herein (the "Deliverables") in connection with General Services Agreement for the Town of Cedar Lake ("Town", "Client", "you", or "your") from information provided by Client or information provided to Crowe on Client's behalf. The attached Crowe Engagement Terms, and any attachments or addendums thereto, are an integral part of this letter agreement and are incorporated herein (collectively, the "Agreement").

SCOPE OF CROWE SERVICES

Crowe will provide Services to Client which are outlined in Attachment A.

Crowe will be providing services as a Municipal Advisor and not as a Registered Dealer.

Because these Services will not constitute an audit, review, or examination in accordance with standards established by the American Institute of Certified Public Accountants, Crowe will not express an opinion as defined by the AICPA assurance standards. Crowe has no obligation to perform any Services beyond those listed in Attachment A. If Crowe performs additional services beyond those listed, other matters might come to Crowe's attention that would be reported to Client. Crowe makes no representations as to the adequacy of the Services or any Deliverables for Client's purposes. Crowe will prepare the work product ("Deliverables") listed in Attachment A.

Crowe Services, any Deliverables, and any other work product are intended for the benefit and use of Client only. There are no intended third-party beneficiaries to this Agreement. This engagement will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party. The working papers for this engagement are the property of Crowe and constitute confidential information.

This engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist, and Crowe will not address legal or regulatory matters or abuses of management discretion, which are matters that should be discussed by Client with Client's legal counsel. Client is responsible for the accuracy and completeness of the information provided to Crowe for purposes of this engagement and for timely updating such information. Client agrees Crowe may rely on the information provided to Crowe without investigation

or other attempts to verify its accuracy or completeness. Client has determined that Crowe's provision of Services shall not violate any statute or regulation.

Client agrees to be responsible to: make all management decisions and perform all management functions. Client will designate a management representative who possesses suitable skill, knowledge, and/or experience, to oversee the Services; evaluate the adequacy and results of the Services performed and any Deliverables; accept responsibility for the results of the Services; and establish and maintain internal controls, including monitoring ongoing activities. The management representative shall be knowledgeable in all laws, regulations, and industry practices applicable to the Services, any Deliverables, and any other work product. Client will be responsible to determine and approve the risk, scope, and frequency of Services to be performed, and the management representative shall coordinate, review, and approve Crowe's performance of Services. Client will be responsible for communicating Crowe's findings within Client's organization, and Client shall be responsible for determining when, whether, and how any recommendations or Deliverables from Crowe are to be implemented.

Client shall also ensure that it has all rights and authority necessary to permit Crowe to access or use any systems or third-party products during performance of Services. For any third-party software applications, or related hardware, used by Client and to which Crowe must have access for purposes of providing the Services, Client represents that it has obtained any necessary licenses for Crowe to perform the Services.

ACCEPTANCE OF FORMAL DELIVERABLES

Any issues with a Deliverable after a Deliverable is accepted shall be treated as a change in scope of the engagement.

DEFINITION OF ENGAGEMENT COMPLETION

This engagement shall be concluded upon acceptance of the Deliverables or when terminated in writing by one of the parties.

DISCLOSURE OF CONFLICT OF INTEREST

Pursuant to MSRB Rule G-42, if any known material conflicts of interest based on the exercise of reasonable diligence by Crowe are determined, Crowe will provide a written statement to the Client to that effect. As of the date of this Agreement, Crowe is not aware of any material conflicts of interest.

QUALIFICATIONS

Crowe is registered with the Municipal Securities Rulemaking Board (MSRB) and the U.S. Securities and Exchange Commission (SEC) as a Municipal Advisor. As a Municipal Advisor, Crowe is required to file a Form MA pertaining to Crowe and Form MA-I for each employee engaged in Municipal Advisory activities. These forms include information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. Such information can be viewed on the U.S Securities and Exchange Commission EDGAR Company Filings. Crowe LLP CIK#: 0001620621 filings can be viewed at:

<http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001620621&owner=exclude&count=40>

Crowe's latest MA-A was accepted on December 15, 2023.

The MSRB is the principal regulator in the municipal securities market and develops rules for financial professionals designed to ensure a fair and efficient market by preventing fraud and other unfair practices, establishing professional qualifications, supporting market transparency, and applying uniform practices to the industry. The MSRB offers a brochure that describes the protections available under MSRB rules and how to file a complaint with an appropriate regulatory authority. This brochure is located on the MSRB website at www.msrb.org.

In delivering services to Client, Crowe may use subsidiaries owned and controlled by Crowe within and outside the United States. Crowe subsidiaries are subject to the same information security policies and requirements as Crowe LLP and will meet the requirements set forth in the confidentiality and data protection provisions of this Agreement.

FEES

The fees and expenses for this engagement are outlined in Attachment A.

Our fees, exclusive of out-of-pocket expenses and certain technology charges, are outlined below. Additionally, we may invoice you for actual out-of-pocket expenses (e.g. expedited delivery services, travel, business services, etc.).

Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

The fee payment arrangements are designed for clarity and efficiency and will frequently not correspond to the amount of time and cost we incur on your behalf during a particular calendar period for a variety of reasons. While we may bill you for services on an equal monthly payment, our professional fees and expenses incurred will often exceed the monthly billing amount early in the contract period because of engagement planning. You agree that in the event, regardless of the cause, the arrangement under this letter is terminated, you will pay us any professional fees and expenses incurred in excess of billings received, in addition to any termination payment this letter might require. Similarly, in the event of early termination, if your payments have exceeded our fees and expenses, we will return the excess payments to you.

The above fees are based on the services plan that details the scope and frequency of the work to be performed. Fees and expenses for any additional projects or services will be agreed to and billed separately.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, Crowe will so advise Client. Further, these fees do not consider any time that might be necessary to assist Client in the implementation or adoption of any recommendation made by Crowe.

Our fee estimates assume that personnel of the Client will assist us in gathering the information necessary to perform the engagement, including obtaining supporting documents, pulling customer files, following up on exceptions, and in other similar ways. We also assume that no irregularities will be discovered, no unusual procedures will be required, internal control is reasonably adequate, and there will be no substantial changes in the operations of the Client. If unforeseen circumstances indicate that the fees will change, the situation will be discussed with management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

CONTRACT TERMINATION

From time-to-time, businesses decide that an Agreement does not continue to meet their needs. Accordingly, we mutually agree that either party can terminate this engagement upon delivery of written notice 90 days prior to the date of the desired termination. We also mutually agree that specific scope elements may be terminated upon delivery of written notice 90 days prior to the date of the desired termination.

Crowe will serve in the capacity of municipal advisor to the Client until such time that the Client or Crowe notifies the other party of the dissolution of the relationship.

MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe deliverable.

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement, including any dispute arising out of or related to this Agreement and the parties' relationship generally, will be governed and construed in accordance with the laws of the State of Illinois applicable to agreements made and wholly performed in that state, without giving effect to its conflict of laws rules to the extent those rules would require applying another jurisdiction's laws.

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached “Crowe Engagement Terms,” and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Agreement effective the date first written above.

Town of Cedar Lake

Crowe LLP

Signature

DocuSigned by:
[Redacted Signature]

Signature

Printed Name

Jennifer Wilson

Printed Name

Title

Director

Title

Date

January 18, 2024

Date

Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT'S ASSISTANCE – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

PROFESSIONAL STANDARDS – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA") and, to the extent applicable, the Public Company Accounting Oversight Board ("PCAOB"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

REPORTS – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

CONFIDENTIALITY – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

CLIENT-REQUIRED CLOUD USAGE – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third parties assisting with or hosting the Cloud Storage that either such third party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third parties.

DATA PROTECTION – If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations (including, for financial institution clients, the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. The parties acknowledge and understand that while Crowe is a service provider as defined by the California Consumer Privacy Act of 2018 and processes information on behalf of Client and pursuant to this Agreement, Crowe retains its independence as required by applicable law and professional standards for purposes of providing attest services and other related professional services. Crowe will not (1) sell Personal Data to a third party, or (2) retain, use or disclose Personal Data for any purpose other than for (a) performing the Services and its obligations on this Agreement, (b) as otherwise set forth in this Agreement, (c) to detect security incidents and protect against fraud or illegal activity, (d) to enhance and develop our products and services, including through machine learning and other similar methods and (e) as necessary to comply with applicable law or professional standards. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client warrants (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Crowe and Client will each allow opportunistic TLS encryption to provide for secure email communication, and each party will notify the other in writing if it deactivates opportunistic TLS encryption. If Client fails to allow opportunistic TLS encryption, Client agrees that each party may use unencrypted electronic media to correspond or transmit information, and Client further agrees that such use of unencrypted media will not in itself constitute a breach of any confidentiality or other obligation relating to this Agreement. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Crowe will reasonably cooperate with Client in responding to or addressing any request from a consumer or data subject, a data privacy authority with jurisdiction, or the Client, as necessary to enable Client to comply with its obligations under applicable data protection laws and to the extent related to Personal Data processed by Crowe. Client will promptly reimburse Crowe for any out-of-pocket expenses and professional time (at Crowe's then-current hourly rates) incurred in connection with providing such cooperation. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any request or other act that is required to be performed by Crowe. As appropriate, Crowe shall promptly delete or procure the deletion of the Personal Data, after the cessation of any Services involving the processing of Client's Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the foregoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement. If Crowe uses a third-party provider, Crowe will include terms substantially similar to those set forth in this Data Protection Paragraph into an agreement with the provider.

GENERAL DATA PROTECTION REGULATION COMPLIANCE – If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation ("GDPR"), then in addition to the requirements of the above Data Protection section, this section will apply to such personal data ("EU Personal Data"). The parties agree that for purposes of processing the EU Personal Data, (a) Client will be the "Data Controller" as defined by the GDPR, meaning the organization that determines the

purposes and means of processing the EU Personal Data; (b) Crowe will be the “Data Processor” as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries (“Data Subjects”). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR.

INTELLECTUAL PROPERTY – Any deliverables, works, inventions, working papers, or other work product conceived, made or created by Crowe in rendering the Services under this Agreement (“Work Product”), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Upon full payment by Client, Crowe grants to Client a license to use for its business purposes any deliverables, including any other Work Product incorporated in such deliverables. Crowe will retain exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement as well as any enhancements to any of the above (“Materials”). The foregoing ownership will be without any duty of accounting.

CLIENT DATA USAGE – Client shall retain full ownership of all data provided to Crowe by or on behalf of Client in connection with this Agreement, and Crowe will maintain the confidentiality and protection of Client data as set forth in this Agreement. Client agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe for the purpose of (a) performing the Services and its obligations under this Agreement; (b) as otherwise agreed upon in writing; (c) to further improve or develop our products and services; or (d) as necessary to comply with applicable law or professional standards.

DATA AGGREGATION & BENCHMARKING – Client agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties (“Data Aggregations”) for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

USE OF THIRD PARTIES IN CROWE OPERATIONS – Crowe uses third-party providers and third-party solutions in the ordinary course of Crowe business operations. Third-party providers and solutions used in the ordinary course of Crowe business operations include without limitation email providers, cyber-security providers, data hosting centers, operating systems, tools with machine learning or artificial intelligence components (including generative artificial intelligence products or services), and other third-party products and solutions used to perform the Services or generate Work Product, or components thereof. Crowe also uses its subsidiaries (owned and controlled by Crowe) within and outside the United States for various administrative and support roles. Crowe subsidiaries and any third-party providers used in the ordinary

course of Crowe business operations will meet the confidentiality and data protection requirements in this Agreement. The limitations in this Agreement on Client's remedies will also apply to any such third-party providers and Crowe subsidiaries.

USE OF SUBCONTRACTORS FOR SERVICE DELIVERY – Crowe may engage third-party subcontractors in delivering Services to Client. Third-party subcontractors are not owned or controlled by Crowe (including without limitation Crowe Global member firms). If Crowe engages such a subcontractor to deliver Services to Client, Crowe will execute an agreement for the protection of Client's confidential information consistent with the provisions of this Agreement. Crowe will be solely responsible for the provision of Services (including those provided by subcontractors) and for the protection of Client's confidential information. The limitations in this Agreement on Client's remedies will also apply to any subcontractors.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

PUBLICATION – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

CLIENT REFERENCE – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

LIMIT OF LIABILITY – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

NO TRANSFER OR ASSIGNMENT OF CLAIMS – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

TIME LIMIT ON CLAIMS – In no event will any action against Crowe, arising from or relating to this Agreement or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) one (1) year after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

RESPONSE TO LEGAL PROCESS – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

JURY TRIAL WAIVER – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation

on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

NON-SOLICITATION – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the engagement (“Key Personnel”). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party’s written consent unless the hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel’s compensation for the prior twelve-month period with the other party.

CROWE AND EQUAL OPPORTUNITY – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

CROWE GLOBAL NETWORK – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. “Crowe” is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.

SECURITY TESTING RISK – Client acknowledges and agrees that any security testing-related Services carry inherent risks, including without limitation risks – and associated damages – relating to system crashes, breach of information security, breach of confidentiality, or other risks relating to such Services (“Security Testing Risks”). Client will be solely responsible for maintaining up to date and working backup copies of all its original software and data. Client unconditionally (a) agrees to hold Crowe harmless from any and all causes of action, claims, losses, liabilities and damages relating to or arising from such Security Testing Risks, and (b) waives any claims, in tort, contract or otherwise, and any other rights against Crowe relating to or arising from such Security Testing Risks.

ATTACHMENT A

We will provide consulting services ("Services") and provide certain deliverables ("Deliverables") to the Town as set forth hereunder. Our Scope of Services may include the following:

- A. Accounting Assistance. Crowe is available to provide accounting assistance to the Town to determine current balances and outstanding obligations of the Town. In addition, Crowe is available on an as needed basis to advise the Town management on accounting and financial reporting issues as they arise.
- B. Budgetary Assistance. Crowe is available to provide budgetary assistance to the Town to determine the current level of budgetary operations. Budgetary assistance is defined as assistance in the development of budgetary goals and objectives; estimates of revenues and expenditures, both operating and capital; and other budget related services as requested.
- C. Municipal and Financial Advisory. Crowe is available to provide municipal and financial advisory services to the Town. Municipal and financial advisory services include analysis of outstanding obligations of the Town, recommendations regarding the issuance of debt, identification of financing alternatives related to funding capital improvements; preparation of debt service coverage calculations, analyses of the current financial condition of the Town, analysis of cost-of-service or rate design matters of the utilities of the Town; regulatory procedural or issue related advice; advice relating to operational or procedural matters; assistance with continuing disclosures, filings, or rating agency matters; and other general accounting, tax or financial services as required or requested.
- D. Other Consulting Assistance. Crowe is available to provide other consulting assistance to the Town. Other consulting assistance is defined as assistance with financial or operational issues for the Town that do not fall within the categories of Accounting, Budgetary, or Municipal and Financial Advisory services.

Crowe will be providing services as a Municipal Advisor and not as a Registered Dealer.

Our fees will be charged at an hourly rate on a time and materials basis, charging for professional time incurred by our personnel in connection with this engagement. The following hourly rates will be used:

| | |
|-------------------------|-----------------|
| Partner/Director | \$ 425 - \$ 500 |
| Senior Manager | \$ 325 - \$ 375 |
| Manager | \$ 225 - \$ 290 |
| Staff/Senior Consultant | \$ 140 - \$ 220 |
| Out-of-pocket expenses | At Cost |

We will invoice you for our services on a monthly basis as services are rendered and for out of pocket expenses as they are incurred.

Out-of-pocket expenses paid by Crowe are billed to the Client at cost. These expenses generally include, but are not limited to, communication, printing, binding, electronic marketing, electronic bidding expense, evaluation software and travel expenses incurred on behalf of the Client.



January 30, 2024

Mr. Nick Recupito
Council President, Town of Cedar Lake
7408 Constitution Avenue
Cedar Lake, IN 46303

Re: Economic Development / Redevelopment Consulting Services

Mr. Recupito,

I want to thank the Town of Cedar Lake for being a great partner with the Veridus Community & Economic Development Team. We look forward to continuing to work with you and the Town in the new year and wanted to follow up with this proposal of how we might be able to assist the Town with various economic development and redevelopment projects going forward.

Our firm is built upon implementation with a proven track record of delivering quality, catalytic developments in the communities we serve. In regards to how we specifically assist you and the Town, we would propose to provide economic development staffing with our team for up to 32 hours per month, or as needed. We believe this situation will provide stability for the Town and allow us to continue to partner with the Town on various economic development and redevelopment projects.

In review, we plan to continue working with Cedar Lake on the following services:

Economic Development Support

Veridus will utilize our background in economic development to offer comprehensive services, including development and implementation of strategies aimed at attracting and retaining investment within the Town. In this capacity, Veridus will provide the following services:

Create and implement strategies for attracting and retaining investment in a targeted redevelopment area within the Town.

Foster and facilitate redevelopment, new development, or investment by the public and private sectors. Develops public and private partnerships for the purpose of redevelopment projects.

Serve as project coordinator on economic development and redevelopment projects, as assigned.

Develop strategies and actions to facilitate the redevelopment process by eliminating and/or mitigating conditions detrimental to economic growth and creating conditions favorable to private sector investment.

Collect, compile, and present available data pertaining to economic development activities or trends affecting or expected to affect Cedar Lake.

Support Town staff with research, coordination of, preparation of, and submissions of applications for appropriate available government funding for redevelopment and economic development activities.

Coordinate with citizen groups and property owners in the economic development initiatives through the distribution of literature or a personal presentation about the duties, goals and plans of the Town in order to build community consensus and support for Town activities.

Make informational presentations to the public, business, and civic groups, government officials, Town Council, and RDC.

Complete administrative duties to include attending meetings, reviewing statistics and reports, completing various reports, answering inquiries, etc., as needed.

Engage residents and stakeholders to understand public perceptions of growth and potential projects.

Maintain an effective communication process with the Town Manager, and the Town Council.

Redevelopment Representation and Initiatives

Using our background in real estate, development, and construction, Veridus staff will assist the Town of Cedar Lake in discussions and negotiations with developers interested in development and redevelopment in the community. We will participate in conference calls, or in-person meetings as required and scheduled with advanced notice. If requested, we will lead the Town's project team to successfully deliver quality projects for the Town within a given schedule. To summarize, Veridus will negotiate and act on behalf of the Town throughout dealings with developers and interested parties as directed by the Town Council and Staff.

Veridus would like to assist the Town in navigating these processes and individuals necessary to affect positive change and growth for the Town. This could include engaging residents, strategizing on key parcels and negotiating policy changes necessary for the Town to achieve the growth it wants to see within the community. Previously we worked with the Town to engage with property owners of strategic parcels and set up the framework for a focused multifamily and commercial lakeshore development. These and other strategic initiatives would be a part of this scope in 2024.

It may be helpful to understand how our redevelopment assistance is reflected through tasks and time. The tasks and time reflect the effort typically required for one project. We understand you may have several projects under consideration. With multiple projects under negotiation at one

time, there are some potential savings which may be achieved by clustering meetings or calls to be more efficient with our time.

Typical scope items and time for public-private partnership negotiations:

- Meetings/calls with Developer(s) and Town Staff to solicit and review proposals, etc. (~ 40 hrs)
- Research best practices and/or pro forma review (~ 20 hrs)
- Review letters of intent and initial project plans (~ 5 hrs)
- RFP drafting, analysis of proposals, review, and comment (~ 10 hrs)
- Redevelopment negotiations and Economic Development Agreement review and comment (~ 25 hrs)

Special Projects

Veridus would like to assist with planning for Town facilities and public spaces which could include a new Town Complex and community spaces. This entails comprehensive support in various aspects, such as community visioning for the Town Complex, adjacent park space, and key parcels. Additionally, our commitment includes diligent research efforts and advisory services for Town staff as needed, ensuring a holistic approach to achieving the town's goals and aspirations for evolving facilities. Through collaborative planning, visionary thinking, and community engagement, we aim to contribute significantly to the town's overall development strategy and enhance the quality of life for its residents.

VERIDUS COMPENSATION

In order to determine the actual workload, we propose to assist the Town under a retainer fee structure (regardless of hours worked). Based on the existing workload and our hourly rates (\$245 for Principal time, \$215 for our Directors, \$180 for Project Managers and \$100 for Project Administration work), we propose to do this at a monthly rate of \$4,000 for twelve months. If deemed appropriate, we can adjust our billing and fee structure that suits the demand required.

The Town of Cedar Lake agrees to compensate Veridus the following amount:

\$4,000.00 per month

Four thousand and no/100 dollars

In general, we are anticipating the following staff members be a part of this agreement:

- | | |
|-------------------------|------------------------|
| • Tim Jensen, PE | Principal |
| • Jack Woods | Director |
| • Alex Oleson | Project Manager |

We will track our hours and tasks and they will be included on the monthly invoice as appropriate. Full payment of invoices is due within 30 days from invoice date.

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

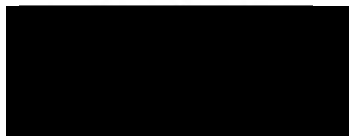
REIMBURSABLE EXPENSES

The following expenses will be considered reimbursable and will be invoiced at their direct costs on monthly invoices:

- A. Any studies or plans paid for by Veridus
- B. Reproduction services for plans and specifications other than for normal in-house coordination
- C. Overnight postage, certified mail, and delivery services
- D. Mileage at the current federal rate.

Thank you again for your time and consideration. The fees for services contained in this proposal are valid for six months from the date of this letter. If the attached terms and conditions and this proposal are agreeable, we will prepare a contract and begin the work. If you have any questions or need further information, please call my cell at (317)-441-2100.

Sincerely,



Jack Woods
The Veridus Group
Director of Community and Economic Development

Cc Margaret Abernathy, Town of Cedar Lake
Tim Jensen, Veridus
Alex Oleson, Veridus

--Signatures Below--

Veridus Group, Inc. by:

A black rectangular box redacting the signature of Timothy M. Jensen.

Timothy M. Jensen, President

Town of Cedar Lake by:

Nick Recupito, Town Council President

1. INSURANCE: Veridus shall secure and endeavor to maintain such insurance as will protect the Client from claims of negligence, bodily injury, death or property damage that may arise out of the performance of Veridus' services under this Agreement.

2. PAYMENT TO THE CONSULTANT: If the Client fails to make monthly payments due Veridus, Veridus may, after giving seven days written notice to the Client, suspend services under this Agreement and retain all work products deliverable to the Client until full payment is received. The project completion date shall be automatically extended by the number of days services are suspended. No deductions shall be made from Veridus' compensation on account of penalty, liquidated damages or other sums withheld from payment(s) to Veridus or based on Veridus' performance.

3. RISK ALLOCATION: In recognition of the relative risks, rewards and benefits of the Project to both the Client and Veridus, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Veridus' total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses, including attorney's fees, arising out of this Agreement, from any cause or causes, shall not exceed the total amount of Veridus' fee for any claim arising out of Veridus' negligence.

4. OPINION OF PROBABLE CONSTRUCTION COSTS: Any opinion of probable construction cost prepared by Veridus represents their judgment as a design professional and is supplied for the general guidance of the Client. Since Veridus has no control over the cost of labor and material, or over competitive bidding or market conditions, Veridus does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the Client.

5. OWNERSHIP OF DOCUMENTS: It is understood by and between the parties to this Agreement that all Drawings, Specifications and other work or products of Veridus for this Project shall remain the property of Veridus and are instruments of service for this Project only and shall apply to this particular Project only. Any reuse of the instruments of service of Veridus by the Client for any extensions of the Project or for any other project without the written permission of Veridus shall be prohibited.

6. REIMBURSABLE EXPENSES: Reimbursable expenses include actual expenditures made by Veridus, their employees or their sub-consultants on behalf of the Project. Reimbursable expenses include, but are not necessarily limited to the following: (a) expenses of transportation, meals and lodging when traveling in connection with a project, (b) overnight or express mail; photographic development and supplies; couriers and fees paid for testing and/or for securing approval of authorities having jurisdiction over this Project; (c) expenses of printing, reproduction, postage and handling of drawings and

specifications; (d) expenses related to sub-consultants and specialists when authorized by the Client. Mileage shall be billed at the current observed federal rate.

In-house plotting, printing and reproduction will be billed as follows:

| | | |
|---------------|---------------|--------|
| Drawing Plots | 24 x 36 bond | \$3.00 |
| | 30 x 42 bond | \$4.00 |
| Color Prints | 8.5 x 11 bond | \$0.50 |
| | 11 x 17 bond | \$1.00 |
| Digital Media | CD | \$5.00 |

7. CONSTRUCTION PHASE SERVICES: Should the Client authorize construction installation based on the plans provided under this Agreement without project observation, review of contractor's performance, and/or construction phase services by Veridus, the Client assumes all responsibility for interpretation of these documents and for construction observation, and waives any claims against Veridus that may be in any connected thereto.

8. EXISTING AND HIDDEN CONDITIONS: A condition is hidden if existing finishes or features conceal it or if it cannot be investigated by reasonable visual observation. If Veridus has reason to believe that such a condition may exist, Veridus will notify the Client, who shall then authorize and pay for all costs associated with the investigation of such condition and, if necessary, all costs necessary to correct said condition.

9. DISPUTE RESOLUTION: All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement, or breach thereof, shall be presented to non-binding mediation, subject to the parties agreeing on a mediator. The Client and Veridus agree to include a similar mediate agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators involved in this project, thereby providing for mediation as the primary method for dispute resolution between all parties.

10. CHANGES IN SCOPE OF SERVICES: In the event the scope of work as described in this Agreement changes to a degree that will alter the fee, the Client shall be notified in writing and a revised fee will be documented and a completion time and compensation amount will be submitted for approval.

11. ACCESS TO SITE: Unless otherwise stated, Veridus shall have access to the site/area for activities necessary for the performance of our services.

12. ASSIGNMENT: Neither party to this Agreement shall transfer, sublet, or assign any rights or interest in this Agreement without the prior written consent of the other party.

Subcontracting to sub-consultants normally contemplated by Veridus shall not be considered an assignment for purposes of this Agreement.

13. PROFESSIONAL LIABILITY INSURANCE: Veridus is covered for professional liability by our practice policy. Any additional insurance required, in excess of our practice policy, will be a reimbursable expense.

14. HAZARDOUS MATERIALS: Both parties acknowledge that Veridus' scope of services does not include any service related to the presence of any hazardous or toxic materials. Veridus may, at its option and without liability for consequential or other damages, suspend performance of its services until the Client retains appropriate parties to identify and abate or remove the hazardous or toxic materials and warrants the jobsite is in full compliance with all applicable laws and regulations.

15. JOBSITE SAFETY: Consultant shall have no authority to exercise any control over any construction contractor or other entity in connection with their work or any health or safety precautions. The Client agrees the General Contractor shall be solely responsible for jobsite safety and worker safety and warrants that such intent shall be included in Client's contract with the General Contractor.

16. RECORD DRAWINGS: Since record drawings are based on unverified information provided by other parties, which Veridus shall assume will be reliable, Veridus cannot and does not warrant their accuracy.

17. STANDARD OF CARE: In providing services under this Agreement, Veridus will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Veridus makes no warranty as to its professional services rendered under this agreement.

18. PROFESSIONAL SERVICES CONTINGENCY AND BETTERMENT (Value Added): The Client agrees that perfection is not attainable nor is it the "standard of care." Therefore, errors or omissions in the Construction Documents may occur. A contingency fund or "reserve" should be set aside by the Client to cover additional construction costs due to possible error or omissions.

The cost of correcting the error or omission shall be computed as the "premium" that must be paid to make the correction out of the normal construction sequence. The actual cost of the omitted component itself would have been required even if it had been included in the original documents; and therefore, it would not be part of the "premium."

19. TERMINATION OF SERVICES: In the event of termination of this Agreement by either party, the Client shall, within 30 days of termination, pay Veridus for all services rendered and all

reimbursable costs incurred by Veridus up to the date of termination.

20. CONSEQUENTIAL DAMAGES: Neither the Client nor Veridus shall be liable to the other or shall make a claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement.

21. APPLICATIONS ON THE CLIENT'S BEHALF: Veridus shall assist the Client in assembling the Client's local permit application, State plan review application or other jurisdictional review applications as a reimbursable expense. This assistance is limited to assembling documents and submitting to the proper jurisdiction(s). Application and review fees shall be reimbursable expenses. Veridus makes no warranty, implied or expressed, that such permit(s) or approval(s) will be granted. Meetings or presentations to authorities having jurisdiction are considered hourly reimbursable expenses unless otherwise noted and shall be subject to professional fees as such, per the terms noted in this Agreement.

22. STATUTE OF LIMITATIONS: To the fullest extent permitted by law, the Client and Consultant agree the time period for bringing claims regarding Consultant's performance under this Agreement shall expire one year after substantial completion of the project.

DEPARTMENT

Requested By: [REDACTED]

Date: 1-18-24

CLERK-TREASURER

Received By: [REDACTED]

Date: 1/26/24



Appropriation Transfer Request

Each department is responsible for monitoring its budget(s) accordingly. In the event that a line item becomes low, please prepare your request to transfer appropriations within the major budget classes assigned. Transfers between major budget classes will require a resolution to be approved by Town Council.

MAJOR BUDGET CLASS: PERSONAL SERVICES

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ TO: _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ TO: _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ TO: _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ TO: _____

MAJOR BUDGET CLASS: MATERIALS AND SUPPLIES

TRANSFER THE AMOUNT OF \$ 2000.00 FROM: 101 - 005 - 399 TO: 101 - 005 - 394

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ TO: _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ TO: _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ TO: _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ TO: _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ TO: _____

MAJOR BUDGET CLASS: MISCELLANEOUS SERVICES

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ TO: _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ TO: _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ TO: _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ TO: _____

MAJOR BUDGET CLASS: CAPITAL OUTLAY

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ TO: _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ TO: _____

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

AGREEMENT FOR THE ~~REDUCTION~~ELIMINATION
OF SEWER UTILITY BILLING

THIS INDENTURE WITNESSETH that the Undersigned, Andrew Rahaw, as owner(s) of the following described parcel of Real Estate located in Lake County, Indiana, namely, to-wit:

Parcel #: **45-15-21-351-018.000-014**
Legal: **PT. W. PT. SW. SW. (81 X 334 FT.) S.21 T.34 R.9 Ex. S.30ft in R/W 0.57 A.**

Sewer Account Number: 25-02130-00
Commonly known as 11104 W 133rd Ave, Cedar Lake, Lake County, Indiana, hereby make the following representations to the Town of Cedar Lake, its Sewer Utility, and all future owners, Successors and Assigns of the above-described Real Estate, to include the Town of Cedar Lake and its Sewer Utility to reduce or eliminate the billing of the Undersigned for Sewer Utility Services at the above-described Real Estate:

1. That presently the above-described Real Estate has no improvements thereon due to the Razing or removal of a building or other structure thereon, together with all debris and rubbish.
2. That in consideration thereof, the Town of Cedar Lake and its Sewer Utility agree to Reduce or eliminate the billing of the Undersigned for Sewer Utility Services at the above-described Real Estate, and shall place the Sewer Billing Account related to this Real Estate on an inactive status.
3. That in the event this AGREEMENT is violated or breached at any time, by the construction of improvements of the above-described Real Estate by the Undersigned, their successors or Assigns, the Undersigned, and their successors or Assigns of such Real Estate shall be liable for the payment of the then-current and applicable sewer tap-on-fee in effect for new sewer connections.
4. That the payment of such charges upon breach of the AGREEMENT, for any reason whatsoever, SHALL CONSTITUTE A LIEN upon the above-described Real Estate and may be enforced according to the Laws of the State of Indiana for the collection of any delinquent Sewage rates or charges generally.
5. That this AGREEMENT is binding upon the Heirs, Personal Representatives, Successors, and Assigns of the Undersigned and this AGREEMENT shall be binding upon all subsequent Owners of the Real Estate described herein, notwithstanding the manner in which such Real Estate is acquired or transferred.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT on the:
26 Day of January 2024.

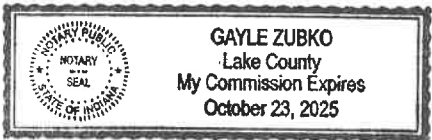
(x) 
Andrew Rahaw
(x) _____

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

being duly sworn upon oath, state he/they are the sole owners of the Real Estate described in the above Agreement and that he/they have executed this AGREEMENT as his/their free and voluntary act for the uses and purposes contained therein and that all things contained therein are true and correct.

(x) [Redacted] (x) _____
Andrew Rahaw

Subscribed and sworn to before me, a Notary Public in and for said County and State, this day 26 day of January, 2024.



[Redacted]
Notary Public
A resident of Lake County,
State of Indiana

My Commission Expires:

10/23/25
#NP0706835

Gayle Zubko
Printed Signature

Accepted this 26 day of January, 2024

TOWN OF CEDAR LAKE, LAKE
COUNTY, INDIANA

By: _____
President, Town Council and Sewer
Council

This instrument prepared by: David M. Austgen, Attorney at Law, 130 North Main St., Crown Point, Indiana 46307

AF1-DEM

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

MEMORANDUM OF AGREEMENT
AGREEMENT FOR REDUCTION/~~ELIMINATION~~
OF SEWER UTILITY BILLING

KNOW ALL MEN BY THESE PRESENTS that on the 26 of January 2024 the undersigned entered into an AGREEMENT FOR REDUCTION/~~ELIMINATION~~ OF SEWER UTILITY BILLING affecting the following-described Real Estate located in Lake County, Indiana, and constituting a LIEN thereon, namely, to wit:

Parcel: **45-15-21-351-018.000-014**
Legal: **PT. W. PT. SW. SW. (81 X 334 FT.) S.21 T.34 R.9 Ex. S.30ft in R/W 0.57 A.**

Sewer Account Number: 25-02130-00

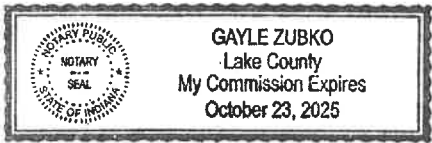
IN WITNESS WHEREOF, the Parties to the described AGREEMENT have set their hands and seal this 26 day of January, 2024.


(X)  (X) _____
Andrew Rahaw

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above Parties herein, who acknowledged or subscribed their respective signature this 26 day of January, 2024.





Notary Public
A resident of Lake County,
State of Indiana

My Commission Expires:
10/23/25
#NP0706835

Gayle Zubko
Printed Signature

This instrument prepared by: David M. Austgen, Attorney at Law, 130 North Main St., Crown Point, Indiana 46307

QUITCLAIM DEED

TAX I.D. NO. TBD

THIS INDENTURE WITNESSETH, that THE TOWN OF CEDAR LAKE, INDIANA, (GRANTORS), of LAKE County in the State of INDIANA QUITCLAIM to PINE CREST INCORPORATED, (GRANTEE), of LAKE County in the State of INDIANA, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following described real estate in LAKE County, in the State of Indiana.

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, BEING PART OF 146TH AVENUE, FORMERLY SHADY BEACH WYE ROAD, HERETOFORE DEDICATED PER SHADY BEACH WYE ADDITION, RECORDED JUNE 2, 1945, IN PLAT BOOK 26, PAGE 80, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, DESCRIBED AS:

COMMENCING ON THE SOUTH LINE OF 146TH AVENUE, AT A ¾ INCH PIPE LOCATED AT THE NORTHWEST CORNER OF PARCEL 3 DESCRIBED IN QUITCLAIM DEED RECORDED AUGUST 22, 2022 AS DOCUMENT 2022-534486, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, THENCE ALONG THE SOUTH LINE OF SAID 146TH AVENUE, NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE NORTH 263.37 FEET, HAVING A RADIUS OF 931.09 FEET, HAVING A CHORD BEARING NORTH 57 DEGREES 15 MINUTES 27 SECONDS WEST 262.50 FEET, TO A 5/8 INCH REBAR WITH 'V3' CAP AT THE INTERSECTION WITH THE EAST LINE OF THE FORMER CHICAGO, INDIANAPOLIS AND LOUISVILLE RAILWAY, AND THE POINT OF BEGINNING.

THENCE NORTH 30 DEGREES 00 MINUTES 29 SECONDS EAST 25.47 FEET TO THE SOUTHWEST CORNER OF LOT 9 IN SAID SHADY BEACH WYE ADDITION, SAID CORNER BEARING SOUTH 46 DEGREES 27 MINUTES 12 SECONDS WEST 107.00 FEET FROM A ¾ INCH PIPE AT THE NORTHWEST CORNER OF SAID LOT 9; THENCE NORTH 48 DEGREES 11 MINUTES 37 SECONDS WEST, ALONG THE NORTH LINE OF SAID 146TH AVENUE, 20.79 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID FORMER RAILWAY; THENCE SOUTH 04 DEGREES 23 MINUTES 58 SECONDS EAST, ALONG SAID EAST LINE, 36.02 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 259 SQUARE FEET MORE OR LESS.

COMMONLY KNOWN AS: TBD

Dated this ____ day of _____, 20 ____.

TOWN OF CEDAR LAKE, INDIANA

BY: NICK RECUPITO
ITS: TOWN COUNCIL PRESIDENT

ATTEST BY: JENNIFER N. SANDBERG, IAMC, CMC, CPFIM
ITS: TOWN CLERK-TREASURER

STATE OF INDIANA, COUNTY OF _____) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 20____, personally appeared **TOWN OF CEDAR LAKE, INDIANA, BY NICK RECUPITO, its Town Council President, AND JENNIFER N. SANDBERG, its Town Clerk-Treasurer**, respectively, and acknowledged the execution of the foregoing Quit-Claim Deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: _____ Signature _____

Resident of _____ County Printed _____ Notary Public

This instrument prepared by: NATHAN D. VIS, Attorney at Law, ID No. 29535-45
VIS LAW, LLC, P.O. Box 980, Cedar Lake, IN 46303
No legal opinion given to Grantor(s) or Grantee(s) in preparation of deed or form of holding ownership. All information used is supplied by title company.

RETURN DEED TO: **GRANTEE**

GRANTEE'S STREET OR RURAL ROUTE ADDRESS: **14415 LAUERMAN, CEDAR LAKE, IN 46303**

SEND TAX BILLS TO: **GRANTEE**

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law.

Signature

Printed Name



SALES DISCLOSURE FORM

State Form 46021 (R14 / 1-23)

| | | | |
|--------|--------|------|-----------|
| SDF ID | | | |
| | County | Year | Unique ID |

Prescribed by Department of Local Government Finance
Pursuant to IC 6-1.1-5.5

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

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

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

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

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

| 1. Parcel Number or Tax Identification Number | Check all boxes applicable to parcel. | 5. Complete Address of Property | 6. Complete Tax Billing Address (if different from property address) |
|---|---|--|--|
| A.) To be assigned | <input type="checkbox"/> 2. Split <input checked="" type="checkbox"/> 3. Land <input type="checkbox"/> 4. Improvement | End portion of 146th Ave., adjacent to Cedar Lake Marina Channel, Cedar Lake, IN 46303 | 14415 Lauerman, Cedar Lake, IN 46303 |

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

B. CONDITIONS – Check only those that apply.

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

YES NO CONDITION

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

YES NO CONDITION

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

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

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

C. TRANSACTION DETAILS – Complete only those that apply.

YES NO CONDITION

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

5. Other: _____

YES NO 6. Transaction includes multiple Sales Disclosure Forms?

☐ ☒ SDF Form _____ of _____

7. Date conveyance document signed (MM/DD/YYYY): 12/19/2023

8. Approximate number of days property was on the market: 0

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

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

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

RESIDENTIAL OR AGRICULTURAL PROPERTY**D. SALES DATA – Complete only those that apply.**☐ Information contained in question 3 is confidential and non-disclosable under IC § 5-14-3-4

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

3. Planned use of the property?

Describe: _____

_____**E. FINANCE DATA – Complete only those that apply.**

1. Sales Price: _____

2. Personal Property included in transfer. Amount: _____

3. Seller paid points/closing costs. Amount: _____

4. Existence of family or business relationship between the buyer and the seller. Amount of discount (if any): \$ _____

5. Describe any less-than-complete ownership interest and terms of seller financing. _____

| YES | NO | CONDITION |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Is the seller financing the sale? (If yes, answer questions 7-8) |
| <input type="checkbox"/> | <input type="checkbox"/> | 7. Is buyer/borrower personally liable for loan? |
| <input type="checkbox"/> | <input type="checkbox"/> | 8. Is this a mortgage loan? |
| <input type="checkbox"/> | <input type="checkbox"/> | 9. Was an appraisal done? |

COMMERCIAL OR INDUSTRIAL PROPERTY**F. SALES DATA – Complete only those that apply.**☐ Information contained in question 3 is confidential and non-disclosable under IC § 5-14-3-4.

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

3. Planned use of the property?

Describe: _____

_____**G. FINANCE DATA – Complete only those that apply.**☐ Information contained in questions 2-13 is confidential and non-disclosable under IC § 5-14-3-4 and IC § 6-1.1-35-9

1. Sales price. Amount: _____

Check only those conditions that apply.

| YES | NO | CONDITION |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2. Sale price included an existing business? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 3. Sale price included a liquor license? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4. Transaction was part of a portfolio sale? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5. Any part of the property was leased at time of sale? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6. Sale included property receiving an abatement? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 7. Appraisal was completed for the sale? Appraisal Value \$ _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | 8. Sale included property in a Tax Increment Finance (TIF) District? |

9. How was the sale financed? (Check any that apply.)

☐ All Cash ☐ Seller Financing ☐ Construction Loan
☐ Mortgage Loan ☐ Sale Leaseback ☐ Small Business Loan10. How was property marketed? ☐ Word of mouth☐ List with broker ☐ For sale sign ☐ Buyer approached

11. Special Circumstances? (Check any that apply.)

| | | |
|--|--|--|
| <input type="checkbox"/> Sale between same business entity | <input type="checkbox"/> Sale in lieu of foreclosure | <input type="checkbox"/> Sold at auction |
| <input type="checkbox"/> Trade of equipment or services | <input type="checkbox"/> Sale of partial interest | |

12. Value of personal property included: \$ 013. Value of intangible personal property included: \$ 0**RELIGIOUS USE PROPERTY TAX EXEMPTION**

Is the property being transferred going to continue to be used by a church or religious society for the same property tax exempt purposes provided by IC 6-1.1-10-21(e)?

| YES | NO |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |

| | | |
|--|-----------------------------|-------------------------------------|
| Preparer of the Sales Disclosure Form Nathan D. Vis | Title Attorney | |
| Company Vis Law, LLC | Email Address [REDACTED] | Telephone Number (219) 230-4533 |
| Address (number and street, city, state, country, and ZIP Code) 12632 Wicker Avenue, Cedar Lake, IN 46303 | | |

| | | | |
|--|-------------------------------|---|-------------------------------|
| Seller 1 – Name as it appears on conveyance document Town of Cedar Lake, Indiana | | Seller 2 – Name as appears on conveyance document | |
| Address (number and street) | | Address (number and street) | |
| City, State, and ZIP Code | | City, State, and ZIP Code | |
| Country | | Country | |
| Email Address | Telephone Number () | Email Address | Telephone Number () |

| | | | |
|------------------------|--------------------------|------------------------|--------------------------|
| Signature of Seller | | Signature of Seller | |
| Printed Name of Seller | Date Signed (mm/dd/yyyy) | Printed Name of Seller | Date Signed (mm/dd/yyyy) |

| | | | |
|---|-------------------------------|---|-------------------------------|
| Buyer 1 – Name as it appears on conveyance document Pine Crest Incorporated | | Buyer 2 – Name as it appears on conveyance document | |
| Address (number and street) 14415 Lauerman | | Address (number and street) | |
| City, State, and ZIP Code Cedar Lake, IN 46303 | | City, State, and ZIP Code | |
| Country USA | | Country | |
| Email Address | Telephone Number () | Email Address | Telephone Number () |

| | | | | | |
|-----------------------------|-------------------------------------|---|--------------------------|-------------------------------------|--|
| YES | NO | CONDITION | YES | NO | CONDITION |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 1. Will this property be the buyer's primary residence? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 3. Homestead |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2. Does the buyer have a homestead to be vacated for this residence? If yes, provide address: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4. Solar Energy Heating or Cooling System |
| Address (number and street) | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5. Wind Power Device |
| City, State, and ZIP Code | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6. Hydroelectric Power Device |
| County | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 7. Geothermal Energy Heating or Cooling Device |

| | | | |
|---|----------------------|--|----------------------|
| Signature of Buyer 1 | | Signature of Buyer 2/Spouse | |
| Printed Legal Name of Buyer 1 | Sign Date (MM/DD/YY) | Printed Legal Name of Buyer 2/Spouse | Sign Date (MM/DD/YY) |
| Last 5 Digits of Buyer 1 SSN/Driver's License/ID/Other Number | | Last 5 Digits of Buyer 2/Spouse SSN/Driver's License/ID/Other Number | |

PART 2 – COUNTY ASSESSOR

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

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

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

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

PART 3 – COUNTY AUDITOR

| | | |
|----------------------|--|---|
| Auditor Stamp | 1. State Sales Disclosure Fee Amount Collected: \$ _____ | YES NO CONDITION <input type="checkbox"/> <input type="checkbox"/> 6. Is form completed? <input type="checkbox"/> <input type="checkbox"/> 7. Is state sales disclosure fee collected? <input type="checkbox"/> <input type="checkbox"/> 8. Attachments complete? |
| | 2. Other Local Fee: \$ _____ | |
| | 3. Total Fee Collected: \$ _____ | |
| | 4. Auditor Receipt Book Number: _____ | |
| | 5. Date of Transfer (mm/dd/yyyy): _____ | |

PART 4 – RECEIPT FOR STATEMENT OF DEDUCTION OF ASSESSED VALUATION

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



SALES DISCLOSURE PART 1(A)

State Form 55632 (R / 1-21)

SDF ID

| | | |
|--------|------|-----------|
| | | |
| County | Year | Unique ID |

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

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

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

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

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



LAKE COUNTY BOARD OF ELECTIONS AND REGISTRATION

January 19, 2024

Nick Recupito, President
Cedar Lake Town Council
PO Box 707
Cedar Lake, Indiana 46303


Dear Mr Recupito:

Once again, as in previous elections, we need your assistance. We would like to request the use of the **Cedar Lake Town Hall** to house our mechanics on **ELECTION DAY, TUESDAY, MAY 7, 2024** from 5:00 a.m. to 6:00 p.m.

We will provide our own telephone for our mechanics to use on **ELECTION DAY, TUESDAY, MAY 7, 2024**

Would you please have a representative from your town contact Genny Gasparovic (219-755-3818) to verify the above information. Thank you in advance for your cooperation.

Respectfully,


Michelle Fajman
Director


LeAnn J. Angerman
Assistant Director

Cc: Jennifer N. Sandberg
Margaret Abernathy

MF/gg

Town of Cedar Lake

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

Tel (219) 374-7400 – Fax (219) 374-8588



Board and Commission Application

Name: Jerry Reiling Driver's License #: [REDACTED]

Street Address: [REDACTED] P.O. Box [REDACTED]

Home Phone: [REDACTED] Work Phone: [REDACTED]

Cell Phone: [REDACTED] E-mail: [REDACTED]

When would be the best time to reach you? Evenings

Political Affiliation ☒ Democrat ☒ Republican ☐ Other ☐ None

Please list your board choices:

Choice 1: BZA Choice 2: [REDACTED]

☐ Any board or commission. (Check the box to the left if you are open to any board or commission.)

Please explain briefly why you wish to serve on this Board or Commission. What qualities do you possess that would be beneficial to serving the people of Cedar Lake?

Past Town Council Member

Past Planning Commission Member

Past BZA Member

Past Park Board President

Applicant must be a resident of Cedar Lake and have proof of such residency. Proof of residency shall consist of a valid driver's license or state identification card. Please attach a copy to this application.

I swear and affirm under the penalties for perjury, that the information, statement(s), and representation(s) contained herein is (are) accurate and true to the best of my knowledge and belief. I understand and acknowledge that I may be called to testify under oath concerning the matters I have documented here.

Signature of Applicant [REDACTED] Date: 1/24/2024

The Town of Cedar Lake will conduct background checks on all applicants.
Please attach any references and/or pertinent information.

Town of Cedar Lake

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

Tel (219) 374-7400 – Fax (219) 374-8588



Board and Commission Application

Name: Joseph Siwinski Driver's License #: [REDACTED]

Street Address: [REDACTED] P.O. Box

Home Phone: [REDACTED] Work Phone: [REDACTED]

Cell Phone: [REDACTED] E-mail: [REDACTED]

When would be the best time to reach you? Anytime

Political Affiliation ☐ Democrat ☒ Republican ☐ Other ☐ None

Please list your board choices:

Choice 1: Zoning (ZBA) Choice 2:

☐ Any board or commission. (Check the box to the left if you are open to any board or commission.)

Please explain briefly why you wish to serve on this Board or Commission. What qualities do you possess that would be beneficial to serving the people of Cedar Lake?

I would like to serve on the zoning board to help to contribute to the success of the town. I feel I am qualified to serve as I am a

resident and business owner in Cedar Lake. I am familiar with both land use and real estate and have experience in both. I

am fair and impartial, and able to make decisions based on the facts and ordinances.

Applicant must be a resident of Cedar Lake and have proof of such residency. Proof of residency shall consist of a valid driver's license or state identification card. Please attach a copy to this application.

I swear and affirm under the penalties for perjury, that the information, statement(s), and representation(s) contained herein is (are) accurate and true to the best of my knowledge and belief. I understand and acknowledge that I may be called to testify under oath concerning the matters I have documented here.

Signature of Applicant [REDACTED] Date: 2/1/24

The Town of Cedar Lake will conduct background checks on all applicants.
Please attach any references and/or pertinent information.