



TOWN COUNCIL MEETING AGENDA February 20, 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

PRESENTATIONS:

1. Chief Todd Wilkening, Fire Chief – New Fire Department Service/Therapy Canine
2. Lake Shore Drive Corridor Sidewalk Project – VS Engineering

PUBLIC COMMENT (*on agenda items*):

CONSENT AGENDA:

1. **Minutes:** February 6, 2024
2. **Claims:** All Town Funds: \$262,917.61; Wastewater Operating: \$153,807.04; Water Utility: \$21,099.82; Storm Water: \$1,385.64; Payroll: 2/15/24 - \$269,661.92; and January Remittances \$204,339.23.
3. **Manual Journal Entries:** January 1 – January 31, 2024
4. **Tag Day Requests:** CL Lions Club, August 10th (rain date: August 17th)
5. **Donations:** Cedar Lake Chamber of Commerce, \$1,500, to the Police Department for Equipment

ORDINANCES/RESOLUTIONS:

1. **Ordinance No. 1485** – Salary Ordinance Amendment – On-call Pay
2. **Resolution No. 1347** – 2024 Summerfest Resolution (Deferred on 2/06/24)
3. **Resolution No. 1349** – Amending/Clarifying Resolution No. 1348 Development Moratorium

OLD BUSINESS:

1. 2024 Farmers' Market Agreement (Deferred on 02/06/2024)
 - a. Approve 2024 Market Dates: 5/8, 5/22, 6/12, 6/26, 7/10, 7/24, 8/14, 8/28, 9/11, 9/25, 10/9, & 10/23 – Optional Market Make-up Days of 5/29, 7/31, and 10/30
 - b. Instruct Town Attorney to draft a Resolution for the 2024 Market Contract

NEW BUSINESS:

1. Disbursement Request No. 9 from the 2022A Construction Fund No. 1001031163 for the Police Department Project **in the amount of \$228,586.95**
2. Disbursement Request No. 8 from the 2022B Construction Fund No. 1001031164 for the Fire Department Project **in the amount of \$477,181.51**
3. Appointment of Citizen Member to the Shared Ethics Advisory Commission
4. Easement Agreement Town-owned Parcel – Shades Phase 1

5. Acceptance of a Permanent Drainage and Utility Easement for 7320 W 140th Place
6. Request the Use of Park Impact Fees to install security cameras at Kiwanis Park in an **amount not to exceed \$2,500.00**
7. Consider Parks Department Line-Item Transfer Request
8. Instruct the Town Attorney to draft a Town Ordinance regulating unscheduled intercity bussing stops
9. Consideration to establish a Metropolitan Police Commission and a Metropolitan Fire Commission and consider eliminating the current Board of Safety
10. CBBEL Pay Request No. 7 payable to Dredge America, Inc., **in the amount of \$301,856.30**, for the Cedar Lake Dredging Project, Stage 2.

REPORTS:

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

WRITTEN COMMUNICATION:

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

PUBLIC COMMENT:

ADJOURNMENT:

PRESS SESSION:

NEXT MEETING: Tuesday, March 5, 2024 at 7:00 pm

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

February 20, 2024

ALL TOWN FUNDS	\$262,917.61
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WASTEWATER OPERATING	\$153,807.04
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WATER UTILITY	\$21,099.82
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STORM WATER	\$1,385.64
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PAYROLL 2/15/24	\$269,661.92
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JAN REMITTANCES	\$204,339.23
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TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1485

AN ORDINANCE AMENDING TOWN SALARY ORDINANCE NO. 1481 ESTABLISHING JOBS AND SALARIES TO BE PAID CERTAIN OFFICES, POSITIONS, AND JOBS WITHIN THE TOWN OF CEDAR LAKE FOR THE CALENDAR YEAR 2024, AND REPEALING ALL ORDINANCES, OR PARTS THEREOF, IN CONFLICT THEREWITH.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, has reviewed Town **Salary Ordinance No. 1481** establishing jobs and salaries to be paid certain offices, positions, and jobs within the Town of Cedar Lake for the year **2024**; and

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, has been advised that modifications and amendments to Town **Salary Ordinance No. 1481** are necessary and appropriate based upon circumstances reported to the Town Council, and

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, having reviewed the circumstances and considered all recommendations, and being duly advised, now concurs that it is advisable, necessary, appropriate, and in the best interests of the residents of the Town of Cedar Lake, that Town **Salary Ordinance No. 1481** be amended to add/revise job positions, and salaries to be paid to such positions, and all related amendments.

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

SECTION ONE: That the following assignments and compensations be amended and added to the Section entitled On-Call Pay in Town Ordinance No. 1481, as amended from time to time, to read and provide as follows:

On Call Pay

Certain employees within the Public Works, including Streets and Utilities, and Parks and Recreation Departments are required to be on call on a weekly rotating basis as directed by the Director of Operations or Department Head. Employees serving on call will be paid an on call stipend of \$70.00 per week. The employee shall be compensated for a minimum of one (1) hour of work when called in. Any call resulting in over forty (40) hours worked will be paid at the overtime rate. Any call resulting in less than forty (40) hours worked will be paid at straight time.

Public Works and Utilities shall have no more than four (4) employees on call each week for the entirety of the year as designated by the Director of Operations.

Parks and Recreation shall have no more than two (2) employees on call each week for the period of November 15th through March 15th for snow removal events as designated by the Parks Superintendent.

SECTION TWO: That this amendment shall be for the period beginning January 1, 2024.

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

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

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

ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, THIS 20th DAY OF FEBRUARY, 2024.

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

Nick Recupito, President

Greg Parker, Vice-President

Robert H. Carnahan, Member

Julie Rivera, Member

Chuck Becker, Member

Mary Joan Dickson, Member

Richard C. Thiel Jr., Member

ATTEST:

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

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

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
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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.

DISBURSEMENT OF FUNDS
FROM 2022A CONSTRUCTION FUND # 1001031163

Requisition No. 10

Pursuant to the Trust Indenture dated as of December 1, 2022 (the “Indenture”), between the Town of Cedar Lake Building Corporation and Regions Bank, as trustee (the “Trustee”), the undersigned requests the Trustee to pay the expenses listed on Exhibit A attached hereto in the aggregate sum of **\$228,586.95** out of moneys deposited in the 2022A Construction Fund of the Town of Cedar Lake 2022 Construction Fund under the Indenture. The undersigned, in connection with the foregoing request, hereby certifies that:

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

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

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

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

Dated this 20th day of February, 2024.

AUTHORIZED REPRESENTATIVE
UNDER THE INDENTURE

TOWN OF CEDAR LAKE, INDIANA

Town Manager

EXHIBIT A

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
GM Development Companies LLC 8561 N County Rd 175 E Springport, IN 47386	Design/Construction/OR Contract Draw #7, 02/06/2024	\$228,586.95
Total:		\$228,586.95



February 7, 2024

Town of Cedar Lake
Attn: Mr. Jeff Bunge, Town Manager

PROJECT: Cedar Lake Public Safety Complex—Police Headquarters
GM Development, Disbursement Request 02/06/2024

Dear Mr. Salatas,

Pursuant to the BOT Agreement (Police Department Headquarters Project) executed by and between the Town of Cedar Lake (the Town) and GM Development Companies (the Developer), and dated December 22, 2022, the Developer has submitted Disbursement Request 02/06/2024 in the amount of \$228,586.95. This amount is to be drawn from the bond proceeds: **\$228,586.95 from bond proceeds.**

Per Schedule 1 of the Disbursement Request, please note that the principal payee for this disbursement is "GM Development Companies LLC" in the amount of \$228,586.95.

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

Comments:

1. The invoiced amounts generally agree with progress in the field. Sizeable items billed in this application include Roofing, Masonry Veneer, Metal Studs/Drywall, and HVAC. Percentages billed are appropriate at this time.
2. General Conditions and Construction Management are billed to 51%, which is reasonable at this time. Overhead and Profit is at 49%. These amounts seem appropriate and reasonably correspond to the overall total project billing of 51.46%.
3. As this disbursement request only applies to the Police Headquarters, 100% (\$228,586.95) shall be allocated to the Police project.
4. Developer's lien waiver has been submitted and is included below.

For your reference I have enclosed the Developer's Disbursement Request-02/06/2024. Please contact me with any questions or comments you may have.

Sincerely,

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

Lance Snedeker
Veridus Group

Disbursement Request

The undersigned hereby states and certifies that:

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

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

GM Development Companies LLC

By: 
Gregory W. Martz, Sole Member

Date: 2/6/2024

Schedule 1

PROJECT FUND DISBURSEMENTS

<u>Item Number</u>	<u>Payee Name and Address</u>	<u>Purpose of Obligation</u>	<u>Amount</u>
1	GM Development Companies LLC 8561 N County Rd 175 E Springport, IN 47386	Construction/Design	\$228,586.95

Cedar Lake Fire Dept HQ and Police Dept HQ

Request for Payment

Date: 2/6/2024

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

To:

Town of Cedar Lake, Indiana

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

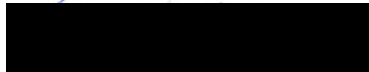
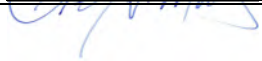
Contract Completed to Date:	\$7,827,883.34	
Less Previous Requests:	-\$7,122,114.88	
Current Request for Payment:		<u>\$705,768.46</u>

Current Billing:		<u>\$705,768.46</u>
Remaining Contract to Bill:	\$7,747,116.66	

Check Number with SOV: \$ 7,747,116.66

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

Requested by:

Cedar Lake Fire Dept HQ and Police Dept HQ

Schedule of Values

Item	Description of Expense	Budget	Preconstruction Draws	Draw 1	Draw 2	Draw 3	Draw 4	Draw 5	Draw 6	Draw 7	Draw 8	Total Paid to Date	Total Remaining	% Complete
Police Department HQ														
15	Design Fees (K2M)	\$ 451,566.59	\$ 323,516.06	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20		\$ 375,037.46	\$ 76,529.13	83.05%
25	Design Reimbursables (K2M)	\$ 1,880.00	\$ 1,244.25				\$ 35.78					\$ 1,280.03	\$ 599.97	68.09%
35	Town Contingency	\$ 62,500.00										\$ -	\$ 62,500.00	0.00%
45	Permits/Utilities/Misc	\$ 5,363.96		\$ 5,363.96								\$ 5,363.96	\$ -	100.00%
55	Exterior Signage	\$ 7,520.00										\$ -	\$ 7,520.00	0.00%
65	Technology/IT/AV/Telecom	\$ 110,938.80										\$ -	\$ 110,938.80	0.00%
75	FF&E	\$ 160,735.15										\$ -	\$ 160,735.15	0.00%
76	Evidence Storage (Air Science)	\$ 5,193.85						\$ 5,193.85				\$ 5,193.85	\$ -	100.00%
90	Site Demolition and Earthwork	\$ 204,209.26		\$ 92,333.04	\$ 65,020.21	\$ 11,728.20	\$ 15,292.56	\$ 12,503.00		\$ 2,138.40		\$ 199,015.41	\$ 5,193.85	97.46%
100	Asphalt Paving	\$ 74,241.58					\$ 1,759.47					\$ 1,759.47	\$ 72,482.11	2.37%
110	Storm Sewer	\$ 52,792.28		\$ 24,089.12		\$ 23,756.53	\$ 2,623.78					\$ 50,469.43	\$ 2,322.85	95.60%
120	Site Utilities	\$ 78,537.00		\$ 17,168.98		\$ 30,811.99	\$ 25,200.89					\$ 73,181.86	\$ 5,355.14	93.18%
130	Reserved for Future Use	\$ -										\$ -	\$ -	#DIV/0!
140	Lime Stabilization/Unsuitable Soil Removal Allowance	\$ 51,220.66					\$ 25,357.44	\$ 12,740.76		\$ 1,415.64		\$ 39,513.84	\$ 11,706.82	77.14%
150	Surveying/Staking	\$ 8,666.80		\$ 1,203.20		\$ 3,749.92		\$ 703.87				\$ 5,656.99	\$ 3,009.81	65.27%
160	Landscaping	\$ 18,102.90					\$ 1,880.00					\$ 1,880.00	\$ 16,222.90	10.39%
170	Fencing and Gates	\$ 6,016.00										\$ -	\$ 6,016.00	0.00%
180	Site Concrete	\$ 159,134.86			\$ 7,086.03							\$ 7,086.03	\$ 152,048.83	4.45%
190	Retaining Walls	\$ 70,030.00		\$ 70,030.00								\$ 70,030.00	\$ -	100.00%
200	Site Furnishings	\$ 478.27										\$ -	\$ 478.27	0.00%
210	Site Signage and Striping	\$ 1,658.01										\$ -	\$ 1,658.01	0.00%
220	Brick Pavers	\$ 1,613.77										\$ -	\$ 1,613.77	0.00%
230	Building Concrete	\$ 170,685.95		\$ 72,938.34				\$ 27,914.11	\$ 27,914.11			\$ 128,766.56	\$ 41,919.39	75.44%
240	Structural Masonry	\$ 144,309.55				\$ 81,456.99	\$ 50,832.26	\$ 5,672.36				\$ 137,961.61	\$ 6,347.94	95.60%
250	Steel Fabrication and Erection	\$ 241,081.53					\$ 92,730.80	\$ 102,503.00	\$ 12,917.75			\$ 208,151.55	\$ 32,929.98	86.34%
260	Rough Carpentry	\$ 21,730.29						\$ 1,303.82	\$ 4,128.75	\$ 1,912.71		\$ 7,345.28	\$ 14,385.01	33.80%
270	Dampproofing/Waterproofing/Air Barrier	\$ 25,432.11										\$ -	\$ 25,432.11	0.00%
280	Roofing	\$ 139,941.59						\$ 40,717.81	\$ 1,637.36	\$ 47,712.43		\$ 90,067.60	\$ 49,873.99	64.36%
290	Rainscreen Exterior Panel System	\$ 82,939.96										\$ -	\$ 82,939.96	0.00%
300	Aluminum, Glass, Glazing	\$ 68,743.23							\$ 9,249.60	\$ 451.20		\$ 9,700.80	\$ 59,042.43	14.11%
310	Masonry Veneer	\$ 146,620.23						\$ 49,730.94	\$ 26,498.93	\$ 22,162.09		\$ 98,391.96	\$ 48,228.27	67.11%
320	Roof Specialties and Accessories	\$ 3,587.04										\$ -	\$ 3,587.04	0.00%
330	Carpentry Installation	\$ 49,458.51							\$ 4,945.85	\$ 2,803.08		\$ 7,748.93	\$ 41,709.58	15.67%
340	Architectural Millwork - Supply	\$ 33,708.21					\$ 3,314.27					\$ 3,314.27	\$ 30,393.94	9.83%
350	HM Frames, WD/HM Doors and Hardware - Supply	\$ 46,690.66					\$ 5,434.19	\$ 5,281.92	\$ 19,388.70	\$ 4,541.81		\$ 34,646.62	\$ 12,044.04	74.20%
360	Access Doors and Frames - Supply	\$ 1,514.53										\$ -	\$ 1,514.53	0.00%
370	Metal Studs/Drywall/Insulation/Ceiling Package	\$ 204,352.87						\$ 17,036.43	\$ 26,314.06	\$ 32,683.05		\$ 76,033.54	\$ 128,319.33	37.21%
380	FRP/Resin/Protection Panels	\$ 318.85										\$ -	\$ 318.85	0.00%
390	Flooring	\$ 63,350.31										\$ -	\$ 63,350.31	0.00%
400	Painting	\$ 38,945.29										\$ -	\$ 38,945.29	0.00%
410	Signage Package - Supply	\$ 26,137.56			\$ 6,604.25							\$ 6,604.25	\$ 19,533.31	25.27%
420	Toilet Partitions - Supply	\$ 2,391.36										\$ -	\$ 2,391.36	0.00%
430	Toilet Accessories - Supply	\$ 1,053.00										\$ -	\$ 1,053.00	0.00%
440	Wall Protection and Corner Guards - Supply	\$ 647.66										\$ -	\$ 647.66	0.00%
450	Fire Extinguishers and Cabinets - Supply	\$ 807.08										\$ -	\$ 807.08	0.00%
460	Window Shades and Curtains	\$ 3,938.57										\$ -	\$ 3,938.57	0.00%
470	Flagpoles	\$ 8,967.60										\$ -	\$ 8,967.60	0.00%
480	Roof Fall Protection System	\$ 2,391.36										\$ -	\$ 2,391.36	0.00%
490	Reserved for Future Use	\$ -										\$ -	\$ -	#DIV/0!
500	Fire Sprinkler/Suppression Systems	\$ 64,149.83					\$ 4,098.78		\$ 38,118.54			\$ 42,217.32	\$ 21,932.51	65.81%
510	Plumbing Systems	\$ 198,561.00		\$ 2,155.46	\$ 63,974.06	\$ 15,389.99	\$ 15,648.64	\$ 32,306.13	\$ 12,731.22			\$ 142,205.50	\$ 56,355.50	71.62%
520	HVAC Systems	\$ 421,669.21						\$ 11,992.79	\$ 136,015.74	\$ 42,916.78		\$ 190,925.31	\$ 230,743.90	45.28%
530	Electrical Systems	\$ 511,515.83		\$ 2,774.74	\$ 4,911.85	\$ 31,037.91	\$ 35,360.26	\$ 57,560.43	\$ 37,389.10	\$ 13,308.13		\$ 182,342.42	\$ 329,173.41	35.65%
540	Construction Testing	\$ 12,408.00		\$ 1,796.00			\$ 7,223.56					\$ 9,019.56	\$ 3,388.44	72.69%
550	Alternates	\$ 8,941.25										\$ -	\$ 8,941.25	0.00%
560	Allowance #1 - Winter Conditions	\$ 28,200.00						\$ 1,282.54		\$ 3,277.96		\$ 4,560.50	\$ 23,639.50	16.17%
570	Allowance #2 - Sanitary and Water Tap Fees	\$ 51,268.00		\$ 51,268.00								\$ 51,268.00	\$ -	100.00%

580 General Conditions/General Requirements	\$	366,399.59		\$	52,249.22	\$	30,681.18	\$	9,584.06	\$	17,242.00	\$	24,162.60	\$	31,180.60	\$	22,203.82		\$	187,303.48	\$	179,096.11		51.12%
590 Insurance and Bond	\$	143,600.04		\$	143,600.04														\$	143,600.04	\$	-		100.00%
600 Construction Management/Direct Labor	\$	240,614.41		\$	19,826.95	\$	14,041.84	\$	11,703.62	\$	16,415.05	\$	25,284.60	\$	22,902.45	\$	12,069.18		\$	122,243.69	\$	118,370.72		50.80%
610 Retainage	\$	-		\$	(10,624.29)	\$	(13,673.47)	\$	(6,695.08)	\$	(16,007.76)	\$	(20,508.37)	\$	(21,472.95)	\$	(11,116.38)		\$	(100,098.30)	\$	100,098.30		#DIV/0!
625 Overhead and Profit	\$	216,162.69		\$	18,763.36	\$	12,319.51	\$	12,381.75	\$	14,422.68	\$	18,566.41	\$	19,346.69	\$	10,015.63		\$	105,816.03	\$	110,346.66		48.95%
635 Owner's Representative (Veridus)	\$	30,401.99	\$	11,773.62	\$	3,964.46	\$	4,093.23	\$	4,090.53	\$	3,964.46			\$	2,515.69			\$	30,401.99	\$	-		100.00%
645 Reserved for Future Use																			\$	-	\$	-		#DIV/0!

650 Police Department Total:	\$	5,356,036.48	\$	336,533.93	\$	431,136.98	\$	283,568.63	\$	284,940.68	\$	329,930.66	\$	417,457.86	\$	443,851.15	\$	228,586.95	\$	-	\$	2,756,006.84	\$	2,600,029.64	51.46%
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Fire Department HQ																								
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1005 Design Fees (K2M)	\$	749,408.39	\$	583,833.92	\$	12,214.80	\$	12,214.80	\$	12,214.80	\$	12,214.80	\$	12,214.80	\$	12,214.80	\$	669,337.52	\$	80,070.86		89.32%		
1015 Design Reimbursables (K2M)	\$	3,120.00	\$	2,064.95				\$	59.89									\$	2,124.84	\$	995.16		68.10%	
1025 Town Contingency	\$	62,500.00																\$	-	\$	62,500.00		0.00%	
1035 Permits/Utilities	\$	8,901.89		\$	8,901.89													\$	8,901.89	\$	-		100.00%	
1045 Exterior Signage	\$	12,480.00																\$	-	\$	12,480.00		0.00%	
1055 Technology/IT/AV/Telecom	\$	184,111.20																\$	-	\$	184,111.20		0.00%	
1065 FF&E	\$	103,038.25																\$	-	\$	103,038.25		0.00%	
1066 Bradford Systems	\$	53,256.56																\$	-	\$	53,256.56		0.00%	
1067 BGI Fitness	\$	28,308.50																\$	-	\$	28,308.50		0.00%	
1068 Dinges Decon/Lockers	\$	32,624.85														\$	10,078.25	\$	10,078.25	\$	22,546.60		30.89%	
1069 Macqueen SCBA	\$	55,903.84														\$	55,903.84	\$	55,903.84	\$	-		100.00%	
1071 Grand Appliance	\$	18,580.00													\$	18,580.00		\$	18,580.00	\$	-		100.00%	
1080 Site Demolition and Earthwork	\$	438,964.30		\$	153,233.56	\$	107,905.89	\$	19,463.83	\$	25,379.13	\$	80,661.26		\$	7,059.52		\$	393,703.19	\$	45,261.11		89.69%	
1090 Asphalt Paving	\$	123,209.42								\$	2,919.98							\$	2,919.98	\$	120,289.44		2.37%	
1100 Storm Sewer	\$	87,612.72		\$	39,977.68			\$	39,425.72	\$	4,354.35							\$	83,757.75	\$	3,854.97		95.60%	
1110 Site Utilities	\$	130,338.00		\$	28,493.19			\$	51,134.80	\$	41,822.76							\$	121,450.75	\$	8,887.25		93.18%	
1120 Reserved for Future Use	\$	-																\$	-	\$	-		#DIV/0!	
1130 Lime Stabilization/Unsuitable Soil Removal Allowance	\$	90,004.51								\$	42,082.56	\$	21,144.24			\$	2,349.36		\$	65,576.16	\$	24,428.35		72.86%
1140 Surveying/Staking	\$	14,383.20		\$	1,996.80			\$	6,223.27		\$	1,168.13						\$	9,388.20	\$	4,995.00		65.27%	
1150 Landscaping	\$	30,043.10								\$	3,120.00							\$	3,120.00	\$	26,923.10		10.39%	
1160 Fencing and Gates	\$	9,984.00																\$	-	\$	9,984.00		0.00%	
1170 Site Concrete	\$	264,096.14				\$	11,759.79											\$	11,759.79	\$	252,336.35		4.45%	
1180 Retaining Walls	\$	116,220.00				\$	116,220.00											\$	116,220.00	\$	-		100.00%	
1190 Site Furnishings	\$	793.73																\$	-	\$	793.73		0.00%	
1200 Site Signage and Striping	\$	2,751.59																\$	-	\$	2,751.59		0.00%	
1210 Brick Pavers	\$	2,678.17																\$	-	\$	2,678.17		0.00%	
1220 Building Concrete	\$	283,266.05				\$	121,046.61					\$	46,325.55	\$	46,376.85	\$	14,873.45		\$	228,622.46	\$	54,643.59		80.71%
1230 Precast Hollow Core (Mezzanine)	\$	24,274.00								\$	24,274.00							\$	24,274.00	\$	-		100.00%	
1240 Structural Masonry	\$	239,492.45						\$	135,183.95	\$	84,359.92	\$	9,413.70					\$	228,957.57	\$	10,534.88		95.60%	
1250 Steel Fabrication and Erection	\$	533,071.47								\$	153,893.66	\$	284,859.54	\$	17,584.85			\$	456,338.05	\$	76,733.42		85.61%	
1260 Rough Carpentry	\$	36,063.03										\$	2,163.78	\$	6,851.98	\$	3,174.29		\$	12,190.05	\$	23,872.98		33.80%
1270 Dampproofing/Waterproofing/Air Barrier	\$	42,206.49																\$	-	\$	42,206.49		0.00%	
1280 Roofing	\$	232,243.49										\$	67,574.25	\$	2,717.33	\$	79,182.34		\$	149,473.92	\$	82,769.57		64.36%
1290 Rainscreen Exterior Panel System	\$	137,645.04																\$	-	\$	137,645.04		0.00%	
1300 Aluminum, Glass, Glazing	\$	114,084.51												\$	15,350.40	\$	748.80		\$	16,099.20	\$	97,985.31		14.11%
1310 Masonry Veneer	\$	509,284.65										\$	172,957.72	\$	43,976.94	\$	36,779.63		\$	253,714.29	\$	255,570.36		49.82%
1320 Roof Specialties and Accessories	\$	5,952.96																\$	-	\$	5,952.96		0.00%	
1330 Carpentry Installation	\$	82,080.07												\$	8,208.01	\$	4,651.92		\$	12,859.93	\$	69,220.14		15.67%
1340 Architectural Millwork - Supply	\$	55,941.29								\$	5,500.27							\$	5,500.27	\$	50,441.02		9.83%	
1350 HM Frames, WD/HM Doors and Hardware - Supply	\$	210,465.34								\$	9,018.43	\$	8,765.75	\$	32,177.00	\$	7,537.46		\$	57,498.64	\$	152,966.70		27.32%
1360 Overhead Coiling/Sectional Doors	\$	202,274.50												\$	20,227.45			\$	20,227.45	\$	182,047.05		10.00%	
1370 Access Doors and Frames - Supply	\$	2,513.47																\$	-	\$	2,513.47		0.00%	
1380 Metal Studs/Drywall/Insulation/Ceiling Package	\$	339,138.81										\$	28,273.22	\$	43,670.15	\$	54,239.95		\$	126,183.32	\$	212,955.49		37.21%
1390 FRP/Resin/Protection Panels	\$	529.15																\$	-	\$	529.15		0.00%	
1400 Flooring	\$	105,134.57																\$	-	\$	105,134.57		0.00%	
1410 Apparatus Bay Floor - Sealed Concrete	\$	2,877.90																\$	-	\$	2,877.90		0.00%	
1420 Painting	\$	64,632.61																\$	-	\$	64,632.61		0.00%	
1430 Signage Package - Supply	\$	43,377.24				\$	10,960.25											\$	10,960.25	\$	32,416.99		25.27%	
1440 Toilet Partitions - Supply	\$	3,968.64																\$	-	\$	3,968.64		0.00%	
1450 Toilet Accessories - Supply	\$	1,747.52																\$	-	\$	1,747.52		0.00%	
1460 Wall Protection and Corner Guards - Supply	\$	1,074.84																\$	-	\$	1,074.84		0.00%	
1470 Fire Extinguishers and Cabinets - Supply	\$	1,339.42																\$	-	\$	1,339.42		0.00%	
1480 Reserved for Future Use	\$	-																\$	-	\$	-		#DIV/0!	
1490 Window Shades and Curtains	\$	6,536.35																\$	-	\$	6,536.35		0.00%	
1500 Flagpoles	\$	14,882.40																\$	-	\$	14,882.40		0.00%	

1510	Roof Fall Protection System	\$	3,968.64											\$	-	\$	3,968.64	0.00%								
1520	Fire Pole and Guardrail System	\$	79,500.00		\$	9,000.00								\$	9,000.00	\$	70,500.00	11.32%								
1530	Sauna	\$	21,200.00							\$	15,057.90			\$	15,057.90	\$	6,142.10	71.03%								
1540	Reserved for Future Use	\$	-											\$	-	\$	-	#DIV/0!								
1550	Kitchen Range Hood w Ansul System	\$	7,950.00											\$	-	\$	7,950.00	0.00%								
1560	Fire Sprinkler/Suppression Systems	\$	106,461.41				\$	6,802.22		\$	63,260.56			\$	70,062.78	\$	36,398.63	65.81%								
1570	Plumbing Systems	\$	329,526.76		\$	3,577.15	\$	106,169.71	\$	25,540.83	\$	25,970.09	\$	53,614.42	\$	21,128.42	\$	236,000.62	93,526.14	71.62%						
1580	HVAC Systems	\$	699,791.46							\$	19,902.94	\$	225,728.26	\$	71,223.58	\$	316,854.78	\$	382,936.68	45.28%						
1590	Electrical Systems	\$	848,898.60	\$	4,604.88	\$	8,151.59	\$	51,509.71	\$	58,682.99	\$	95,525.82	\$	62,049.99	\$	22,085.97	\$	302,610.95	546,287.65	35.65%					
1600	Construction Testing	\$	20,592.00	\$	2,980.60				\$	11,988.04				\$	14,968.64	\$	5,623.36	72.69%								
1610	Alternates	\$	267,904.75								\$	27,500.00		\$	27,500.00	\$	240,404.75	10.26%								
1620	Allowance #1 - Winter Conditions	\$	46,800.00							\$	2,128.46			\$	5,307.04	\$	7,435.50	\$	39,364.50	15.89%						
1630	Allowance #2 - Sanitary and Water Tap Fees	\$	96,886.00	\$	96,886.00									\$	96,886.00	\$	-	100.00%								
1640	General Conditions/General Requirements	\$	608,067.41	\$	86,711.46	\$	50,917.70	\$	15,905.47	\$	28,614.37	\$	40,099.63	\$	51,746.54	\$	36,848.88	\$	310,844.05	297,223.36	51.12%					
1650	Insurance and Bond	\$	238,314.96	\$	238,314.96									\$	238,314.96	\$	-	100.00%								
1660	Construction Management/Direct Labor	\$	399,317.59	\$	32,904.29	\$	23,303.49	\$	24,423.04	\$	27,242.00	\$	41,961.67	\$	38,008.32	\$	20,029.69	\$	207,872.50	191,445.09	52.06%					
1670	Retainage	\$	-	\$	(17,782.89)	\$	(22,692.13)	\$	(28,668.39)	\$	(27,779.78)	\$	(47,444.79)	\$	(38,777.80)	\$	(19,361.01)	\$	(202,506.79)	202,506.79	#DIV/0!					
1685	Overhead and Profit	\$	359,775.31	\$	29,802.12	\$	18,970.61	\$	18,513.93	\$	23,223.89	\$	39,663.84	\$	32,418.23	\$	19,089.02	\$	181,681.64	178,093.67	50.50%					
1695	Owner's Representative (Veridus)	\$	159,598.01	\$	10,973.19	\$	7,195.54	\$	7,066.77	\$	7,069.47	\$	7,195.54	\$	8,644.31	\$	11,160.00	\$	59,304.82	100,293.19	37.16%					
1705	Owner's Representative Reimbursables (Veridus)	\$	5,000.00	\$	775.52	\$	374.66	\$	749.32	\$	741.46	\$	374.66	\$	374.66	\$	876.31	\$	4,266.59	733.41	85.33%					
1715	Reserved for Future Use													\$	-	\$	-	#DIV/0!								
1720	Fire Department Total:		\$ 10,218,963.52	\$	597,647.58	\$	735,809.54	\$	470,151.84	\$	459,310.77	\$	570,884.51	\$	953,329.60	\$	807,561.15	\$	477,181.51	\$	-	\$	5,071,876.50	\$	5,147,087.02	49.63%
Total:			\$ 15,575,000.00	\$	934,181.51	\$	1,166,946.52	\$	753,720.47	\$	744,251.45	\$	900,815.17	\$	1,370,787.46	\$	1,251,412.30	\$	705,768.46	\$	-	\$	7,827,883.34	\$	7,747,116.66	50.26%

DRAW SCHEDULE

Cedar Lake Fire Department HQ

	Draw Amount	Remaining Balance
Jan-23	\$216,540.16	\$10,002,423.36
Feb-23	\$100,418.76	\$9,902,004.60
Mar-23	\$84,049.53	\$9,817,955.07
Apr-23	\$102,111.75	\$9,715,843.32
May-23	\$50,544.00	\$9,665,299.32
Jun-23	\$19,808.46	\$9,645,490.86
Jul-23	\$24,174.92	\$9,621,315.94
Aug-23	\$735,809.54	\$8,885,506.40
Sep-23	\$470,151.84	\$8,415,354.56
Oct-23	\$459,310.77	\$7,956,043.79
Nov-23	\$570,884.51	\$7,385,159.28
Dec-23	\$953,329.60	\$6,431,829.68
Jan-24	\$807,561.15	\$5,624,268.53
Feb-24	\$477,181.51	\$5,147,087.02
Mar-24		\$5,147,087.02
Apr-24		\$5,147,087.02
May-24		\$5,147,087.02
Jun-24		\$5,147,087.02
Jul-24		\$5,147,087.02
Aug-24		\$5,147,087.02

DRAW SCHEDULE

Cedar Lake Police Department HQ

	Draw Amount	Remaining Balance
Jan-23	\$102,198.00	\$5,253,838.48
Feb-23	\$60,508.74	\$5,193,329.74
Mar-23	\$50,645.23	\$5,142,684.51
Apr-23	\$61,528.87	\$5,081,155.64
May-23	\$30,456.00	\$5,050,699.64
Jun-23	\$11,935.88	\$5,038,763.76
Jul-23	\$19,261.21	\$5,019,502.55
Aug-23	\$431,136.98	\$4,588,365.57
Sep-23	\$283,568.63	\$4,304,796.94
Oct-23	\$284,940.68	\$4,019,856.26
Nov-23	\$329,930.66	\$3,689,925.60
Dec-23	\$417,457.86	\$3,272,467.74
Jan-24	\$443,851.15	\$2,828,616.59
Feb-24	\$228,586.95	\$2,600,029.64
Mar-24		\$2,600,029.64
Apr-24		\$2,600,029.64
May-24		\$2,600,029.64
Jun-24		\$2,600,029.64
Jul-24		\$2,600,029.64
Aug-24		\$2,600,029.64

DRAW SCHEDULE

Combined

	Draw Amount	Remaining Balance
May-23	\$318,738.16	\$15,256,261.84
Feb-23	\$160,927.50	\$15,095,334.34
Mar-23	\$134,694.76	\$14,960,639.58
Apr-23	\$163,640.62	\$14,796,998.96
May-23	\$81,000.00	\$14,715,998.96
Jun-23	\$31,744.34	\$14,684,254.62
Jul-23	\$43,436.13	\$14,640,818.49
Aug-23	\$1,166,946.52	\$13,473,871.97
Sep-23	\$753,720.47	\$12,720,151.50
Oct-23	\$744,251.45	\$11,975,900.05
Nov-23	\$900,815.17	\$11,075,084.88
Dec-23	\$1,370,787.46	\$9,704,297.42
Jan-24	\$1,251,412.30	\$8,452,885.12
Feb-24	\$705,768.46	\$7,747,116.66
Mar-24	\$0.00	\$7,747,116.66
Apr-24	\$0.00	\$7,747,116.66
May-24	\$0.00	\$7,747,116.66
Jun-24	\$0.00	\$7,747,116.66
Jul-24	\$0.00	\$7,747,116.66
Aug-24	\$0.00	\$7,747,116.66

Project: Cedar Lake Police Station
Cedar Lake, Indiana

On receipt by the undersigned of a check from the Town of Cedar Lake, Indiana, in the sum of TWO HUNDRED TWENTY EIGHT THOUSAND FIVE HUNDRED EIGHTY SIX DOLLARS AND NINETY FIVE CENTS (\$228,586.95) payable to GM Development Companies LLC, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment, and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the above referenced project to the following extent.

This release covers a progress payment for all labor, services, equipment, and materials furnished to the project site or to the Town of Cedar Lake, Indiana , through 1/31/2024 only and does not cover any retention, pending modifications, and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

2/6/2024
Date

Signature

Greg Martz, Sole Member
Name and Title

DISBURSEMENT OF FUNDS
FROM 2022B CONSTRUCTION FUND # 1001031164

Requisition No. 9

Pursuant to the Trust Indenture dated as of December 1, 2022 (the “Indenture”), between the Town of Cedar Lake Building Corporation and Regions Bank, as trustee (the “Trustee”), the undersigned requests the Trustee to pay the expenses listed on Exhibit A attached hereto in the aggregate sum of **\$477,181.51** out of moneys deposited in the 2022B Construction Fund of the Town of Cedar Lake 2022 Construction Fund under the Indenture. The undersigned, in connection with the foregoing request, hereby certifies that:

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

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

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

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

Dated this 20th day of February, 2024.

AUTHORIZED REPRESENTATIVE
UNDER THE INDENTURE

TOWN OF CEDAR LAKE, INDIANA

Town Manager

EXHIBIT A

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
GM Development Companies LLC 8561 N County Rd 175 E Springport, IN 47386	Design/Construction/OR Contract Draw #7 – 02/06/2024	\$477,181.51
Total:		\$477,181.51



February 7, 2024

Town of Cedar Lake
Attn: Mr. Jeff Bunge, Town Manager

PROJECT: Cedar Lake Public Safety Complex—Fire Headquarters
GM Development, Disbursement Request 02/06/2024

Dear Mr. Bunge,

Pursuant to the BOT Agreement (Fire Department Headquarters Project) executed by and between the Town of Cedar Lake (the Town) and GM Development Companies (the Developer), and dated December 22, 2022, the Developer has submitted Disbursement Request 02/06/2024 in the amount of \$477,181.51. This amount is to be drawn from the bond proceeds: **\$477,181.51 from bond proceeds.**

Per Schedule 1 of the Disbursement Request, please note that the payee for this disbursement is "GM Development Companies LLC" in the amount of \$477,181.51.

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

Comments:

1. The invoiced amounts generally agree with progress in the field. Sizeable items billed in this application include Roofing, Masonry Veneer, Metal Studs/Drywall, Plumbing, HVAC, and Electrical. Percentages billed are appropriate at this time. SCBA Equipment was also procured and is reflected on Line 1069 of the schedule of values.
2. General Conditions is billed to 51%, which is reasonable at this time. Management is billed to 52%, while Overhead and Profit is at 50%. These amounts seem appropriate at this time and reasonably correspond to overall total project billing of 49.63%.
3. As this disbursement request only applies to the Fire Headquarters, 100% (\$477,181.51) shall be allocated to the Firehouse project.
4. Developer's lien waiver has been submitted and is included below.

For your reference I have enclosed the Developer's Disbursement Request-02/06/2024. Please contact me with any questions or comments you may have.

Sincerely,

A black rectangular box redacting the signature of Lance Snedeker.

Lance Snedeker
Veridus Group


Disbursement Request

The undersigned hereby states and certifies that:

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

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

GM Development Companies LLC

By:  _____
Gregory W. Martz, Sole Member

Date: 2/6/2024

Schedule 1

PROJECT FUND DISBURSEMENTS

<u>Item Number</u>	<u>Payee Name and Address</u>	<u>Purpose of Obligation</u>	<u>Amount</u>
1	GM Development Companies LLC 8561 N County Rd 175 E Springport, IN 47386	Construction/Design	\$477,181.51

Cedar Lake Fire Dept HQ and Police Dept HQ

Request for Payment

Date: 2/6/2024

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

To:

Town of Cedar Lake, Indiana

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


Contract Completed to Date:	\$7,827,883.34	
Less Previous Requests:	-\$7,122,114.88	
Current Request for Payment:		<u>\$705,768.46</u>

Current Billing:		<u>\$705,768.46</u>
Remaining Contract to Bill:	\$7,747,116.66	

Check Number with SOV: \$ 7,747,116.66

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

Requested by:



Cedar Lake Fire Dept HQ and Police Dept HQ

Schedule of Values

Item	Description of Expense	Budget	Preconstruction Draws	Draw 1	Draw 2	Draw 3	Draw 4	Draw 5	Draw 6	Draw 7	Draw 8	Total Paid to Date	Total Remaining	% Complete
Police Department HQ														
15	Design Fees (K2M)	\$ 451,566.59	\$ 323,516.06	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20		\$ 375,037.46	\$ 76,529.13	83.05%
25	Design Reimbursables (K2M)	\$ 1,880.00	\$ 1,244.25				\$ 35.78					\$ 1,280.03	\$ 599.97	68.09%
35	Town Contingency	\$ 62,500.00										\$ -	\$ 62,500.00	0.00%
45	Permits/Utilities/Misc	\$ 5,363.96		\$ 5,363.96								\$ 5,363.96	\$ -	100.00%
55	Exterior Signage	\$ 7,520.00										\$ -	\$ 7,520.00	0.00%
65	Technology/IT/AV/Telecom	\$ 110,938.80										\$ -	\$ 110,938.80	0.00%
75	FF&E	\$ 160,735.15										\$ -	\$ 160,735.15	0.00%
76	Evidence Storage (Air Science)	\$ 5,193.85							\$ 5,193.85			\$ 5,193.85	\$ -	100.00%
90	Site Demolition and Earthwork	\$ 204,209.26		\$ 92,333.04	\$ 65,020.21	\$ 11,728.20	\$ 15,292.56	\$ 12,503.00		\$ 2,138.40		\$ 199,015.41	\$ 5,193.85	97.46%
100	Asphalt Paving	\$ 74,241.58					\$ 1,759.47					\$ 1,759.47	\$ 72,482.11	2.37%
110	Storm Sewer	\$ 52,792.28		\$ 24,089.12		\$ 23,756.53	\$ 2,623.78					\$ 50,469.43	\$ 2,322.85	95.60%
120	Site Utilities	\$ 78,537.00		\$ 17,168.98		\$ 30,811.99	\$ 25,200.89					\$ 73,181.86	\$ 5,355.14	93.18%
130	Reserved for Future Use	\$ -										\$ -	\$ -	#DIV/0!
140	Lime Stabilization/Unsuitable Soil Removal Allowance	\$ 51,220.66					\$ 25,357.44	\$ 12,740.76		\$ 1,415.64		\$ 39,513.84	\$ 11,706.82	77.14%
150	Surveying/Staking	\$ 8,666.80		\$ 1,203.20		\$ 3,749.92		\$ 703.87				\$ 5,656.99	\$ 3,009.81	65.27%
160	Landscaping	\$ 18,102.90					\$ 1,880.00					\$ 1,880.00	\$ 16,222.90	10.39%
170	Fencing and Gates	\$ 6,016.00										\$ -	\$ 6,016.00	0.00%
180	Site Concrete	\$ 159,134.86			\$ 7,086.03							\$ 7,086.03	\$ 152,048.83	4.45%
190	Retaining Walls	\$ 70,030.00		\$ 70,030.00								\$ 70,030.00	\$ -	100.00%
200	Site Furnishings	\$ 478.27										\$ -	\$ 478.27	0.00%
210	Site Signage and Striping	\$ 1,658.01										\$ -	\$ 1,658.01	0.00%
220	Brick Pavers	\$ 1,613.77										\$ -	\$ 1,613.77	0.00%
230	Building Concrete	\$ 170,685.95		\$ 72,938.34				\$ 27,914.11	\$ 27,914.11			\$ 128,766.56	\$ 41,919.39	75.44%
240	Structural Masonry	\$ 144,309.55				\$ 81,456.99	\$ 50,832.26	\$ 5,672.36				\$ 137,961.61	\$ 6,347.94	95.60%
250	Steel Fabrication and Erection	\$ 241,081.53					\$ 92,730.80	\$ 102,503.00	\$ 12,917.75			\$ 208,151.55	\$ 32,929.98	86.34%
260	Rough Carpentry	\$ 21,730.29						\$ 1,303.82	\$ 4,128.75	\$ 1,912.71		\$ 7,345.28	\$ 14,385.01	33.80%
270	Damproofing/Waterproofing/Air Barrier	\$ 25,432.11										\$ -	\$ 25,432.11	0.00%
280	Roofing	\$ 139,941.59						\$ 40,717.81	\$ 1,637.36	\$ 47,712.43		\$ 90,067.60	\$ 49,873.99	64.36%
290	Rainscreen Exterior Panel System	\$ 82,939.96										\$ -	\$ 82,939.96	0.00%
300	Aluminum, Glass, Glazing	\$ 68,743.23							\$ 9,249.60	\$ 451.20		\$ 9,700.80	\$ 59,042.43	14.11%
310	Masonry Veneer	\$ 146,620.23						\$ 49,730.94	\$ 26,498.93	\$ 22,162.09		\$ 98,391.96	\$ 48,228.27	67.11%
320	Roof Specialties and Accessories	\$ 3,587.04										\$ -	\$ 3,587.04	0.00%
330	Carpentry Installation	\$ 49,458.51							\$ 4,945.85	\$ 2,803.08		\$ 7,748.93	\$ 41,709.58	15.67%
340	Architectural Millwork - Supply	\$ 33,708.21					\$ 3,314.27					\$ 3,314.27	\$ 30,393.94	9.83%
350	HM Frames, WD/HM Doors and Hardware - Supply	\$ 46,690.66					\$ 5,434.19	\$ 5,281.92	\$ 19,388.70	\$ 4,541.81		\$ 34,646.62	\$ 12,044.04	74.20%
360	Access Doors and Frames - Supply	\$ 1,514.53										\$ -	\$ 1,514.53	0.00%
370	Metal Studs/Drywall/Insulation/Ceiling Package	\$ 204,352.87						\$ 17,036.43	\$ 26,314.06	\$ 32,683.05		\$ 76,033.54	\$ 128,319.33	37.21%
380	FRP/Resin/Protection Panels	\$ 318.85										\$ -	\$ 318.85	0.00%
390	Flooring	\$ 63,350.31										\$ -	\$ 63,350.31	0.00%
400	Painting	\$ 38,945.29										\$ -	\$ 38,945.29	0.00%
410	Signage Package - Supply	\$ 26,137.56			\$ 6,604.25							\$ 6,604.25	\$ 19,533.31	25.27%
420	Toilet Partitions - Supply	\$ 2,391.36										\$ -	\$ 2,391.36	0.00%
430	Toilet Accessories - Supply	\$ 1,053.00										\$ -	\$ 1,053.00	0.00%
440	Wall Protection and Corner Guards - Supply	\$ 647.66										\$ -	\$ 647.66	0.00%
450	Fire Extinguishers and Cabinets - Supply	\$ 807.08										\$ -	\$ 807.08	0.00%
460	Window Shades and Curtains	\$ 3,938.57										\$ -	\$ 3,938.57	0.00%
470	Flagpoles	\$ 8,967.60										\$ -	\$ 8,967.60	0.00%
480	Roof Fall Protection System	\$ 2,391.36										\$ -	\$ 2,391.36	0.00%
490	Reserved for Future Use	\$ -										\$ -	\$ -	#DIV/0!
500	Fire Sprinkler/Suppression Systems	\$ 64,149.83					\$ 4,098.78		\$ 38,118.54			\$ 42,217.32	\$ 21,932.51	65.81%
510	Plumbing Systems	\$ 198,561.00		\$ 2,155.46	\$ 63,974.06	\$ 15,389.99	\$ 15,648.64	\$ 32,306.13	\$ 12,731.22			\$ 142,205.50	\$ 56,355.50	71.62%
520	HVAC Systems	\$ 421,669.21						\$ 11,992.79	\$ 136,015.74	\$ 42,916.78		\$ 190,925.31	\$ 230,743.90	45.28%
530	Electrical Systems	\$ 511,515.83		\$ 2,774.74	\$ 4,911.85	\$ 31,037.91	\$ 35,360.26	\$ 57,560.43	\$ 37,389.10	\$ 13,308.13		\$ 182,342.42	\$ 329,173.41	35.65%
540	Construction Testing	\$ 12,408.00		\$ 1,796.00			\$ 7,223.56					\$ 9,019.56	\$ 3,388.44	72.69%
550	Alternates	\$ 8,941.25										\$ -	\$ 8,941.25	0.00%
560	Allowance #1 - Winter Conditions	\$ 28,200.00						\$ 1,282.54		\$ 3,277.96		\$ 4,560.50	\$ 23,639.50	16.17%
570	Allowance #2 - Sanitary and Water Tap Fees	\$ 51,268.00		\$ 51,268.00								\$ 51,268.00	\$ -	100.00%

580 General Conditions/General Requirements	\$	366,399.59		\$	52,249.22	\$	30,681.18	\$	9,584.06	\$	17,242.00	\$	24,162.60	\$	31,180.60	\$	22,203.82		\$	187,303.48	\$	179,096.11		51.12%
590 Insurance and Bond	\$	143,600.04		\$	143,600.04														\$	143,600.04	\$	-		100.00%
600 Construction Management/Direct Labor	\$	240,614.41		\$	19,826.95	\$	14,041.84	\$	11,703.62	\$	16,415.05	\$	25,284.60	\$	22,902.45	\$	12,069.18		\$	122,243.69	\$	118,370.72		50.80%
610 Retainage	\$	-		\$	(10,624.29)	\$	(13,673.47)	\$	(6,695.08)	\$	(16,007.76)	\$	(20,508.37)	\$	(21,472.95)	\$	(11,116.38)		\$	(100,098.30)	\$	100,098.30		#DIV/0!
625 Overhead and Profit	\$	216,162.69		\$	18,763.36	\$	12,319.51	\$	12,381.75	\$	14,422.68	\$	18,566.41	\$	19,346.69	\$	10,015.63		\$	105,816.03	\$	110,346.66		48.95%
635 Owner's Representative (Veridus)	\$	30,401.99	\$	11,773.62	\$	3,964.46	\$	4,093.23	\$	4,090.53	\$	3,964.46			\$	2,515.69			\$	30,401.99	\$	-		100.00%
645 Reserved for Future Use																			\$	-	\$	-		#DIV/0!

650 Police Department Total:	\$	5,356,036.48	\$	336,533.93	\$	431,136.98	\$	283,568.63	\$	284,940.68	\$	329,930.66	\$	417,457.86	\$	443,851.15	\$	228,586.95	\$	-	\$	2,756,006.84	\$	2,600,029.64	51.46%
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Fire Department HQ																									
1005	Design Fees (K2M)	\$	749,408.39	\$	583,833.92	\$	12,214.80	\$	12,214.80	\$	12,214.80	\$	12,214.80	\$	12,214.80	\$	12,214.80	\$	669,337.52	\$	80,070.86		89.32%		
1015	Design Reimbursables (K2M)	\$	3,120.00	\$	2,064.95					\$	59.89								\$	2,124.84	\$	995.16		68.10%	
1025	Town Contingency	\$	62,500.00																\$	-	\$	62,500.00		0.00%	
1035	Permits/Utilities	\$	8,901.89			\$	8,901.89												\$	8,901.89	\$	-		100.00%	
1045	Exterior Signage	\$	12,480.00																\$	-	\$	12,480.00		0.00%	
1055	Technology/IT/AV/Telecom	\$	184,111.20																\$	-	\$	184,111.20		0.00%	
1065	FF&E	\$	103,038.25																\$	-	\$	103,038.25		0.00%	
1066	Bradford Systems	\$	53,256.56																\$	-	\$	53,256.56		0.00%	
1067	BGI Fitness	\$	28,308.50																\$	-	\$	28,308.50		0.00%	
1068	Dinges Decon/Lockers	\$	32,624.85														\$	10,078.25	\$	10,078.25	\$	22,546.60		30.89%	
1069	Macqueen SCBA	\$	55,903.84														\$	55,903.84	\$	55,903.84	\$	-		100.00%	
1071	Grand Appliance	\$	18,580.00											\$	18,580.00				\$	18,580.00	\$	-		100.00%	
1080	Site Demolition and Earthwork	\$	438,964.30			\$	153,233.56	\$	107,905.89	\$	19,463.83	\$	25,379.13	\$	80,661.26			\$	7,059.52	\$	393,703.19	\$	45,261.11		89.69%
1090	Asphalt Paving	\$	123,209.42									\$	2,919.98						\$	2,919.98	\$	120,289.44		2.37%	
1100	Storm Sewer	\$	87,612.72			\$	39,977.68			\$	39,425.72	\$	4,354.35						\$	83,757.75	\$	3,854.97		95.60%	
1110	Site Utilities	\$	130,338.00			\$	28,493.19			\$	51,134.80	\$	41,822.76						\$	121,450.75	\$	8,887.25		93.18%	
1120	Reserved for Future Use	\$	-																\$	-	\$	-		#DIV/0!	
1130	Lime Stabilization/Unsuitable Soil Removal Allowance	\$	90,004.51									\$	42,082.56	\$	21,144.24			\$	2,349.36	\$	65,576.16	\$	24,428.35		72.86%
1140	Surveying/Staking	\$	14,383.20			\$	1,996.80			\$	6,223.27			\$	1,168.13				\$	9,388.20	\$	4,995.00		65.27%	
1150	Landscaping	\$	30,043.10									\$	3,120.00						\$	3,120.00	\$	26,923.10		10.39%	
1160	Fencing and Gates	\$	9,984.00																\$	-	\$	9,984.00		0.00%	
1170	Site Concrete	\$	264,096.14					\$	11,759.79										\$	11,759.79	\$	252,336.35		4.45%	
1180	Retaining Walls	\$	116,220.00					\$	116,220.00										\$	116,220.00	\$	-		100.00%	
1190	Site Furnishings	\$	793.73																\$	-	\$	793.73		0.00%	
1200	Site Signage and Striping	\$	2,751.59																\$	-	\$	2,751.59		0.00%	
1210	Brick Pavers	\$	2,678.17																\$	-	\$	2,678.17		0.00%	
1220	Building Concrete	\$	283,266.05					\$	121,046.61					\$	46,325.55	\$	46,376.85	\$	14,873.45	\$	228,622.46	\$	54,643.59		80.71%
1230	Precast Hollow Core (Mezzanine)	\$	24,274.00									\$	24,274.00						\$	24,274.00	\$	-		100.00%	
1240	Structural Masonry	\$	239,492.45							\$	135,183.95	\$	84,359.92	\$	9,413.70				\$	228,957.57	\$	10,534.88		95.60%	
1250	Steel Fabrication and Erection	\$	533,071.47									\$	153,893.66	\$	284,859.54	\$	17,584.85		\$	456,338.05	\$	76,733.42		85.61%	
1260	Rough Carpentry	\$	36,063.03											\$	2,163.78	\$	6,851.98	\$	3,174.29	\$	12,190.05	\$	23,872.98		33.80%
1270	Dampproofing/Waterproofing/Air Barrier	\$	42,206.49																\$	-	\$	42,206.49		0.00%	
1280	Roofing	\$	232,243.49											\$	67,574.25	\$	2,717.33	\$	79,182.34	\$	149,473.92	\$	82,769.57		64.36%
1290	Rainscreen Exterior Panel System	\$	137,645.04																\$	-	\$	137,645.04		0.00%	
1300	Aluminum, Glass, Glazing	\$	114,084.51													\$	15,350.40	\$	748.80	\$	16,099.20	\$	97,985.31		14.11%
1310	Masonry Veneer	\$	509,284.65											\$	172,957.72	\$	43,976.94	\$	36,779.63	\$	253,714.29	\$	255,570.36		49.82%
1320	Roof Specialties and Accessories	\$	5,952.96																\$	-	\$	5,952.96		0.00%	
1330	Carpentry Installation	\$	82,080.07													\$	8,208.01	\$	4,651.92	\$	12,859.93	\$	69,220.14		15.67%
1340	Architectural Millwork - Supply	\$	55,941.29									\$	5,500.27						\$	5,500.27	\$	50,441.02		9.83%	
1350	HM Frames, WD/HM Doors and Hardware - Supply	\$	210,465.34									\$	9,018.43	\$	8,765.75	\$	32,177.00	\$	7,537.46	\$	57,498.64	\$	152,966.70		27.32%
1360	Overhead Coiling/Sectional Doors	\$	202,274.50													\$	20,227.45		\$	20,227.45	\$	182,047.05		10.00%	
1370	Access Doors and Frames - Supply	\$	2,513.47																\$	-	\$	2,513.47		0.00%	
1380	Metal Studs/Drywall/Insulation/Ceiling Package	\$	339,138.81											\$	28,273.22	\$	43,670.15	\$	54,239.95	\$	126,183.32	\$	212,955.49		37.21%
1390	FRP/Resin/Protection Panels	\$	529.15																\$	-	\$	529.15		0.00%	
1400	Flooring	\$	105,134.57																\$	-	\$	105,134.57		0.00%	
1410	Apparatus Bay Floor - Sealed Concrete	\$	2,877.90																\$	-	\$	2,877.90		0.00%	
1420	Painting	\$	64,632.61																\$	-	\$	64,632.61		0.00%	
1430	Signage Package - Supply	\$	43,377.24					\$	10,960.25										\$	10,960.25	\$	32,416.99		25.27%	
1440	Toilet Partitions - Supply	\$	3,968.64																\$	-	\$	3,968.64		0.00%	
1450	Toilet Accessories - Supply	\$	1,747.52																\$	-	\$	1,747.52		0.00%	
1460	Wall Protection and Corner Guards - Supply	\$	1,074.84																\$	-	\$	1,074.84		0.00%	
1470	Fire Extinguishers and Cabinets - Supply	\$	1,339.42																\$	-	\$	1,339.42		0.00%	
1480	Reserved for Future Use	\$	-																\$	-	\$	-		#DIV/0!	
1490	Window Shades and Curtains	\$	6,536.35																\$	-	\$	6,536.35		0.00%	
1500	Flagpoles	\$	14,882.40																\$	-	\$	14,882.40		0.00%	

1510 Roof Fall Protection System	\$	3,968.64												\$	-	\$	3,968.64	0.00%							
1520 Fire Pole and Guardrail System	\$	79,500.00		\$	9,000.00									\$	9,000.00	\$	70,500.00	11.32%							
1530 Sauna	\$	21,200.00							\$	15,057.90				\$	15,057.90	\$	6,142.10	71.03%							
1540 Reserved for Future Use	\$	-												\$	-	\$	-	#DIV/0!							
1550 Kitchen Range Hood w Ansul System	\$	7,950.00												\$	-	\$	7,950.00	0.00%							
1560 Fire Sprinkler/Suppression Systems	\$	106,461.41				\$	6,802.22		\$	63,260.56				\$	70,062.78	\$	36,398.63	65.81%							
1570 Plumbing Systems	\$	329,526.76		\$	3,577.15	\$	106,169.71	\$	25,540.83	\$	25,970.09	\$	53,614.42	\$	21,128.42	\$	236,000.62	93,526.14	71.62%						
1580 HVAC Systems	\$	699,791.46								\$	19,902.94	\$	225,728.26	\$	71,223.58	\$	316,854.78	382,936.68	45.28%						
1590 Electrical Systems	\$	848,898.60	\$	4,604.88	\$	8,151.59	\$	51,509.71	\$	58,682.99	\$	95,525.82	\$	62,049.99	\$	22,085.97	\$	302,610.95	546,287.65	35.65%					
1600 Construction Testing	\$	20,592.00	\$	2,980.60				\$	11,988.04					\$	14,968.64	\$	5,623.36	72.69%							
1610 Alternates	\$	267,904.75								\$	27,500.00			\$	27,500.00	\$	240,404.75	10.26%							
1620 Allowance #1 - Winter Conditions	\$	46,800.00							\$	2,128.46			\$	5,307.04	\$	7,435.50	\$	39,364.50	15.89%						
1630 Allowance #2 - Sanitary and Water Tap Fees	\$	96,886.00	\$	96,886.00										\$	96,886.00	\$	-	100.00%							
1640 General Conditions/General Requirements	\$	608,067.41	\$	86,711.46	\$	50,917.70	\$	15,905.47	\$	28,614.37	\$	40,099.63	\$	51,746.54	\$	36,848.88	\$	310,844.05	297,223.36	51.12%					
1650 Insurance and Bond	\$	238,314.96	\$	238,314.96										\$	238,314.96	\$	-	100.00%							
1660 Construction Management/Direct Labor	\$	399,317.59	\$	32,904.29	\$	23,303.49	\$	24,423.04	\$	27,242.00	\$	41,961.67	\$	38,008.32	\$	20,029.69	\$	207,872.50	191,445.09	52.06%					
1670 Retainage	\$	-	\$	(17,782.89)	\$	(22,692.13)	\$	(28,668.39)	\$	(27,779.78)	\$	(47,444.79)	\$	(38,777.80)	\$	(19,361.01)	\$	(202,506.79)	202,506.79	#DIV/0!					
1685 Overhead and Profit	\$	359,775.31	\$	29,802.12	\$	18,970.61	\$	18,513.93	\$	23,223.89	\$	39,663.84	\$	32,418.23	\$	19,089.02	\$	181,681.64	178,093.67	50.50%					
1695 Owner's Representative (Veridus)	\$	159,598.01	\$	10,973.19	\$	7,195.54	\$	7,066.77	\$	7,069.47	\$	7,195.54	\$	8,644.31	\$	11,160.00	\$	59,304.82	100,293.19	37.16%					
1705 Owner's Representative Reimbursables (Veridus)	\$	5,000.00	\$	775.52	\$	374.66	\$	749.32	\$	741.46	\$	374.66	\$	876.31	\$	4,266.59	\$	733.41	85.33%						
1715 Reserved for Future Use														\$	-	\$	-	#DIV/0!							
1720 Fire Department Total:		\$ 10,218,963.52	\$	597,647.58	\$	735,809.54	\$	470,151.84	\$	459,310.77	\$	570,884.51	\$	953,329.60	\$	807,561.15	\$	477,181.51	\$	-	\$	5,071,876.50	\$	5,147,087.02	49.63%
Total:		\$ 15,575,000.00	\$	934,181.51	\$	1,166,946.52	\$	753,720.47	\$	744,251.45	\$	900,815.17	\$	1,370,787.46	\$	1,251,412.30	\$	705,768.46	\$	-	\$	7,827,883.34	\$	7,747,116.66	50.26%

DRAW SCHEDULE

Cedar Lake Fire Department HQ

	Draw Amount	Remaining Balance
Jan-23	\$216,540.16	\$10,002,423.36
Feb-23	\$100,418.76	\$9,902,004.60
Mar-23	\$84,049.53	\$9,817,955.07
Apr-23	\$102,111.75	\$9,715,843.32
May-23	\$50,544.00	\$9,665,299.32
Jun-23	\$19,808.46	\$9,645,490.86
Jul-23	\$24,174.92	\$9,621,315.94
Aug-23	\$735,809.54	\$8,885,506.40
Sep-23	\$470,151.84	\$8,415,354.56
Oct-23	\$459,310.77	\$7,956,043.79
Nov-23	\$570,884.51	\$7,385,159.28
Dec-23	\$953,329.60	\$6,431,829.68
Jan-24	\$807,561.15	\$5,624,268.53
Feb-24	\$477,181.51	\$5,147,087.02
Mar-24		\$5,147,087.02
Apr-24		\$5,147,087.02
May-24		\$5,147,087.02
Jun-24		\$5,147,087.02
Jul-24		\$5,147,087.02
Aug-24		\$5,147,087.02

DRAW SCHEDULE

Cedar Lake Police Department HQ

	Draw Amount	Remaining Balance
Jan-23	\$102,198.00	\$5,253,838.48
Feb-23	\$60,508.74	\$5,193,329.74
Mar-23	\$50,645.23	\$5,142,684.51
Apr-23	\$61,528.87	\$5,081,155.64
May-23	\$30,456.00	\$5,050,699.64
Jun-23	\$11,935.88	\$5,038,763.76
Jul-23	\$19,261.21	\$5,019,502.55
Aug-23	\$431,136.98	\$4,588,365.57
Sep-23	\$283,568.63	\$4,304,796.94
Oct-23	\$284,940.68	\$4,019,856.26
Nov-23	\$329,930.66	\$3,689,925.60
Dec-23	\$417,457.86	\$3,272,467.74
Jan-24	\$443,851.15	\$2,828,616.59
Feb-24	\$228,586.95	\$2,600,029.64
Mar-24		\$2,600,029.64
Apr-24		\$2,600,029.64
May-24		\$2,600,029.64
Jun-24		\$2,600,029.64
Jul-24		\$2,600,029.64
Aug-24		\$2,600,029.64

DRAW SCHEDULE

Combined

	Draw Amount	Remaining Balance
May-23	\$318,738.16	\$15,256,261.84
Feb-23	\$160,927.50	\$15,095,334.34
Mar-23	\$134,694.76	\$14,960,639.58
Apr-23	\$163,640.62	\$14,796,998.96
May-23	\$81,000.00	\$14,715,998.96
Jun-23	\$31,744.34	\$14,684,254.62
Jul-23	\$43,436.13	\$14,640,818.49
Aug-23	\$1,166,946.52	\$13,473,871.97
Sep-23	\$753,720.47	\$12,720,151.50
Oct-23	\$744,251.45	\$11,975,900.05
Nov-23	\$900,815.17	\$11,075,084.88
Dec-23	\$1,370,787.46	\$9,704,297.42
Jan-24	\$1,251,412.30	\$8,452,885.12
Feb-24	\$705,768.46	\$7,747,116.66
Mar-24	\$0.00	\$7,747,116.66
Apr-24	\$0.00	\$7,747,116.66
May-24	\$0.00	\$7,747,116.66
Jun-24	\$0.00	\$7,747,116.66
Jul-24	\$0.00	\$7,747,116.66
Aug-24	\$0.00	\$7,747,116.66

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Cedar Lake Firestation
Cedar Lake, Indiana

On receipt by the undersigned of a check from the Town of Cedar Lake, Indiana, in the sum of FOUR HUNDRED SEVENTY SEVEN THOUSAND ONE HUNDRED EIGHTY ONE DOLLARS AND FIFTY ONE CENTS (\$477,181.51) payable to GM Development Companies LLC, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment, and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the above referenced project to the following extent.

This release covers a progress payment for all labor, services, equipment, and materials furnished to the project site or to the Town of Cedar Lake, Indiana, through 1/31/2024 only and does not cover any retention, pending modifications, and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

2/6/2024

Date

A black rectangular box redacting the signature of the undersigned.

Signature

Greg Martz, Sole Member
Name and Title

PERMANENT DRAINAGE and UTILITY EASEMENT

THIS PERMANENT DRAINAGE and UTILITY EASEMENT AGREEMENT (hereinafter, "Easement") is made this ____ day of _____, 2024, by and between THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, "GRANTOR", and THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, acting by and through its duly elected TOWN COUNCIL, "GRANTEE" for the purposes specified herein.

GRANTOR states and represents that they own and have title to certain Real Estate located in Cedar Lake, Lake County, Indiana, and seek to grant and convey an Easement to GRANTEE for Cedar Lake sewer utility, water utility, storm drainage, public improvements, and all related public use purposes over the Real Estate.

NOW, THEREFORE, for good and valuable consideration, all of which is acknowledged by GRANTOR, GRANTOR does hereby grant, convey and warrant unto GRANTEE, its successors and assigns, forever, a perpetual Easement with the right, privilege and authority in GRANTEE, at its own expense, to enter upon, dig, lay, erect, construct, install, reconstruct, operate, maintain, patrol, continue, repair, keep in repair, deepen, replace and renew public utilities and public improvements, including, but not limited to, sewer, water, drainage, public improvements, and infrastructure as shall be hereafter located and constructed in, on, upon, along, under, over and across the Real Estate owned by GRANTOR, and situated in Cedar Lake, Lake County, Indiana, and which is more particularly described as follows, namely:

Legal Description is attached as Exhibit "A", and is incorporated herein
Key No. 45-15-26-454-007.000-043
Commonly Known as: 13961 Edison Street, Cedar Lake, IN 46303

Further, for the amount paid in hand referenced above, and other good and valuable consideration, all of which is acknowledged by GRANTOR, GRANTOR does further hereby grant, convey and warrant unto GRANTEE, its successors and assigns, a Temporary Construction Easement, with the right, privilege and authority and GRANTEE, and its own expense, to utilize said Temporary Construction Easement for the repair, replacement and renewal of public utilities and public improvements in the Permanent Drainage and Utility Easement described aforesaid in, on, upon, long, under, over and across the parcel of real estate owned by GRANTOR situated in Cedar Lake, Lake County, Indiana, which is more particularly described as follows, namely:

Legal Description is attached as Exhibit "B", and is incorporated herein
Key No. 45-15-26-454-007.000-043
Commonly Known as: 13961 Edison Street, Cedar Lake, IN 46303

This Temporary Construction Easement shall exist and be in full force and effect from date of execution hereof, to and including one (1) year from date of final completion of the public work project for which same is granted. At that time, the Temporary Construction

Easement grant shall expire and terminate, leaving only the Permanent Drainage and Utility Easement remaining.

The GRANTEE shall have the right, at its expense, to enter along, over and upon the Easement for the public purposes permitted herein, at will, and to make such alterations and improvements therein as may be necessary or useful for such public purposes; further, the GRANTEE shall have the right of ingress and egress over adjoining premises and lands when necessary, and without doing damage to the adjoining lands, and only for temporary periods, and shall not otherwise enter upon lands adjoining said Easement.

The GRANTEE covenants that in the installation, maintenance or operation of the public utility and public improvements, and appurtenances under, upon, over and across the Real Estate in which the Easement is hereby granted, it will, at its own expense, restore the area disturbed by its work to as near the original condition as is practicable.

The GRANTOR covenants for GRANTOR, GRANTOR'S grantees, heirs, personal representatives, successors and assigns, that GRANTOR shall not erect or maintain any building or other structure or obstruction on or over the Easement granted herein, and gives the GRANTEE the right to remove any such obstruction, or grant additional Easements over, across or on the Real Estate in which the perpetual Easement is hereby granted, except by express written permission from the GRANTEE, in accordance with the terms thereof, which permission, when in writing and recorded, shall run with the Real Estate.

Full right and authority is hereby granted unto the GRANTEE, its successors and assigns, to assign or convey to another or others, this Grant of Permanent Drainage and Utility Easement.

The GRANTOR hereby covenants that GRANTOR is the owner in fee simple of the Real Estate, is lawfully seized thereof, and has good right to grant and convey the foregoing Easement herein. The GRANTOR further guarantees the quiet possession hereof, and shall warrant and defend GRANTEE'S title to the Permanent Drainage and Utility Easement against all lawful claims.

This Permanent Drainage and Utility Easement Agreement shall be binding upon GRANTOR, GRANTOR'S heirs, personal representatives, successors, and assigns, and upon all other parties claiming by, through or under GRANTOR, and the same shall inure to the benefit of the GRANTEE herein, and its successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Grant of Permanent Drainage and Utility Easement Agreement this ____ day of _____, 2024.

GRANTOR

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

By: _____
Nick Recupito, Town Council President

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

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 2024, personally appeared, NICK RECUPITO, not individually, but as President of the Town Council of the Town of Cedar Lake, Lake County, Indiana, as the duly authorized Purchasing Agent of the Town, and JENNIFER N. SANDBERG, IAMC, CMC, CPFIM, Clerk-Treasurer not individually, but as Clerk-Treasurer of the Town of Cedar Lake, Lake County, Indiana, as GRANTOR, who acknowledged the execution of the foregoing Permanent Drainage and Utility Easement Agreement as his/her/their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my Official Seal.

My Commission Expires: _____

Notary Public
Resident of _____ County,
State of _____

Acceptance and Acknowledgement by Town:

This conveyance is accepted by the Town of Cedar Lake, Lake County, Indiana, after action at a public meeting of the Town Council of the Town of Cedar Lake, Lake County, Indiana, and whereby the Town Council President and Town Clerk-Treasurer, respectively, were duly authorized to execute and attest this Acceptance and Acknowledgment.

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

By: _____
Nick Recupito, Town Council President

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

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 2024, personally appeared NICK RECUPITO, not individually, but as President of the Town Council of the Town of Cedar Lake, Lake County, Indiana, as the duly authorized Purchasing Agent of the Town, and JENNIFER N. SANDBERG, IAMC, CMC, CPFIM, Clerk-Treasurer not individually, but as Clerk-Treasurer of the Town of Cedar Lake, Lake County, Indiana, who acknowledged the execution of the foregoing Permanent Drainage and Utility Easement Agreement as such Officers in such capacity for and on behalf of the Town of Cedar Lake, Lake County, Indiana.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my Official Seal.

My Commission Expires:

_____ Notary Public
Resident of _____ County, IN

I affirm, under the penalties of perjury, that I have taken responsible care to redact each Social Security number in this document, unless required by applicable law and this document was prepared by David M. Austgen, AUSTGEN KUIPER JASAITIS P.C., 130 N. Main St., Crown Point, Indiana 46307.



LEGAL DESCRIPTION (PERMANENT DRAINAGE AND UTILITY EASEMENT):

THAT PART OF LOTS 7 AND 8 IN BLOCK 1 IN HALLEY'S CEDAR LAKE SUBDIVISION, BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 21, PAGE 55 IN LAKE COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

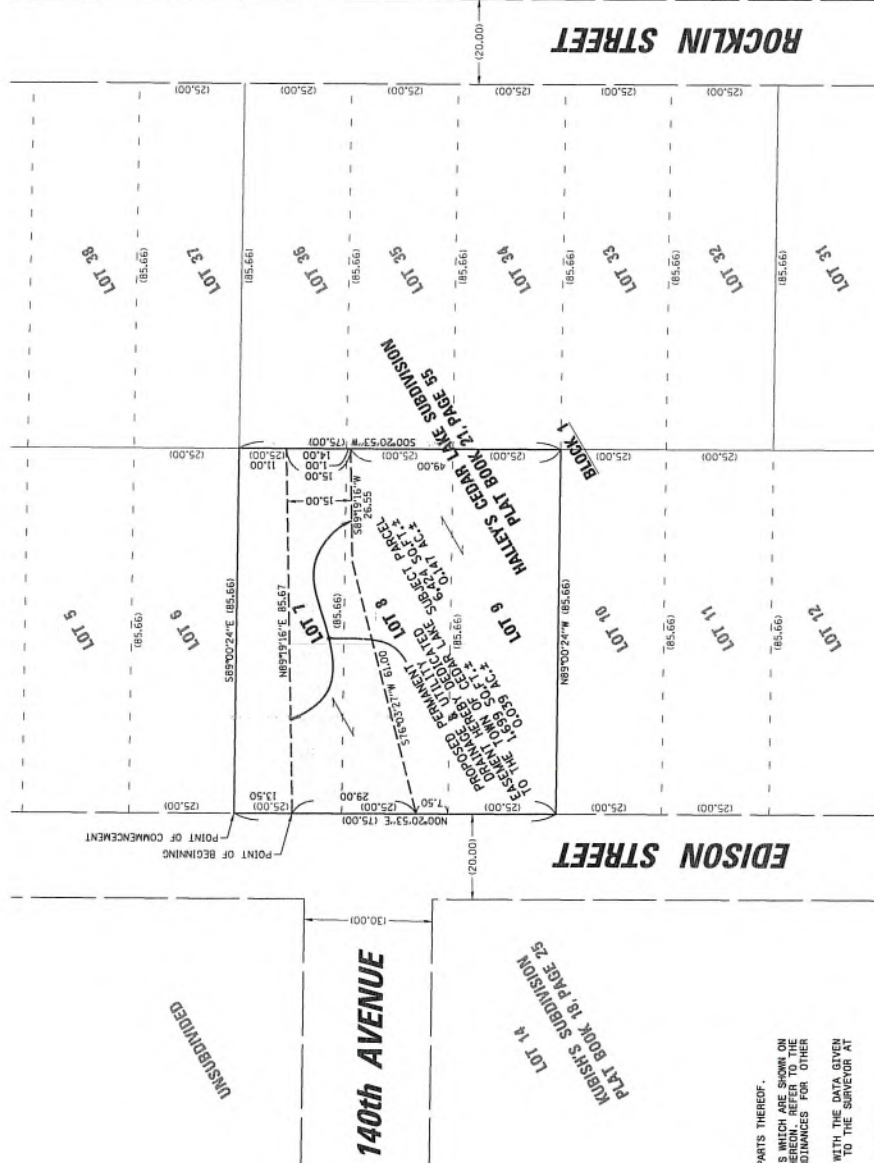
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 7, HAVING AN ASSUMED BEARING OF SOUTH 00 DEGREES 20 MINUTES 53 SECONDS WEST A DISTANCE OF 13.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 19 MINUTES 16 SECONDS EAST, 85.67 FEET TO A POINT ON THE EAST LINE OF SAID LOT 7, SAID POINT BEING 11.00 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 7 AS MEASURED ON SAID EAST LINE; THENCE SOUTH 00 DEGREES 20 MINUTES 53 SECONDS WEST, 15.00 FEET ALONG SAID EAST LINE AND THE EAST LINE OF SAID LOT 8 TO A POINT 1.00 FOOT SOUTH OF THE NORTHEAST CORNER OF SAID LOT 8 AS MEASURED ON SAID EAST LINE; THENCE SOUTH 89 DEGREES 19 MINUTES 16 SECONDS WEST, 26.55 FEET; THENCE SOUTH 76 DEGREES 03 MINUTES 27 SECONDS WEST, 61.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 8, SAID POINT BEING 7.50 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 8 AS MEASURED ON SAID WEST LINE; THENCE NORTH 00 DEGREES 20 MINUTES 53 SECONDS EAST, 29.00 FEET ALONG SAID WEST LINE AND THE WEST LINE OF SAID LOT 7 TO THE POINT OF BEGINNING.

EASEMENT EXHIBIT

LEGEND

- MEASURED RECORD
- PROPERTY LINE
- R.O.W. LINE
- ABANDONED/EXTENSION LINE
- PROPOSED EASEMENT LINE

20 0 20
SCALE IN FEET
PIN NO.
45-15-26-454-007.000-043
OWNER
TOWN OF CEDAR LAKE



- ### GENERAL NOTES:
- ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
 - ONLY THOSE BUILDING LINE SETBACKS AND EASEMENTS WHICH ARE SHOWN ON THIS SURVEY ARE TO BE CONSIDERED. NO OTHER SETBACKS OR EASEMENTS ARE TO BE CONSIDERED FOR OTHER RESTRICTIONS.
 - COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS EXHIBIT AND REPORT ANY DISCREPANCIES TO THE SURVEYOR AT ONCE.
 - NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.
 - CONTRACTOR/DEVELOPER SHALL NOTIFY INDIANAB11 AT 1-800-382-5544 AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK.

- ### SURVEYOR NOTES:
- BEARINGS ARE FOR ANGULAR REFERENCE ONLY AND ARE NOT RELATED TO TRUE OR MAGNETIC NORTH.
 - THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
 - PROPERTY IS SUBJECT TO: RIGHTS OF THE PUBLIC, THE STATE OF INDIANA, AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.

CHRISTOPHER B. BURKE
ENGINEERING, LTD.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

EASEMENT EXHIBIT
IN
TOWN OF CEDAR LAKE, INDIANA
PREPARED FOR
TOWN OF CEDAR LAKE

CALC.	KJR	PROJECT NO.
DWN.	AJK	060015.00005
CHKD.	JRM	SHEET 1 OF 1
SCALE:	1"=20'	DRAWING NO.
DATE:	01-23-2024	EASE060015-05A



TOWN OF CEDAR LAKE

Mindi Ray, Superintendent

Parks and Recreation

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

Tel (219) 374-7400 x 161



February 8, 2024

Cedar Lake Town Council,

On behalf of the Cedar Lake Park Board, I am following up on our February 1, 2024 Park Board Meeting agenda item, Security Camera's at Kiwanis Park.

The Park Board is making a recommendation to the Town Council for use of park impact fees, not to exceed \$2,500 to place security cameras at Kiwanis Park.

The project scope is to install 4 cameras and all necessary hardware and materials needed. Cliff Wroe has submitted this proposal as an in house project.

Please feel free to reach out to myself or Cliff if you have any questions.

Thank you for your consideration in this matter.

Kindly,

[Redacted Signature]

Mindi Ray, Superintendent
Cedar Lake Parks & Recreation

DEPARTMENT Requested By: Parks- Mindi Buchler Date: 2/7/24

CLERK-TREASURER Received By: [Signature] Date: 2/7/24



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 \$ _____ 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: _____ - _____ - _____

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

MAJOR BUDGET CLASS: MISCELLANEOUS SERVICES

TRANSFER THE AMOUNT OF \$ \$2,000.00 FROM: 101 - 006 - 315 TO: 101 - 006 - 394 ✓

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: _____ - _____ - _____



February 13, 2024

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

Attention: Jennifer Sandberg – Clerk-Treasurer

Subject: Stage 2 – Cedar Lake Dredging
Pay Request No. 7
(CBBEL Project No. 220178)

Dear Town Council Members:

Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Pay Request #7 in the amount of \$301,856.30 submitted by Dredge America, Inc. dated February 8, 2024 with revisions received February 13, 2024. Based on the completed and observed work to date, CBBEL recommends payment in the following amount:

Total Improvements:	This Estimate	To Date
Value of Work Completed:	\$335,395.89	\$3,858,073.53
Less Retainage:	\$33,539.59	\$385,807.35
Balance:	\$301,856.30	\$3,472,266.18
Less Previous Payments:	n/a	\$3,170,409.88
Amount Due This Payment:	\$301,856.30	\$301,856.30

Please find attached copies of Invoice #7 from Dredge America, Inc. and the Pay Estimate #7 Review Report from CBBEL. These dredge quantities recommended for payment are based on the balance due to Dredge America after CBBEL's review of the provided final as-built survey for Areas #1 and #12. Dredge America's waiver of lien has been provided for Invoice #6 as well.

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

Sincerely,

A black rectangular redaction box covering the signature of Thomas J. Gordon.

Thomas J. Gordon
Construction Engineer

Encl.: As noted.

cc: Jeff Bunge – Town Manager
Margaret Abernathy – Town Administrative Assistant
Sam Robinson – Dredge America
Brad Miller – Dredge America
Keely Brock – Dredge America
Don Oliphant – CBBEL

P:\Cedar Lake\220178 - SDF Construction Observation\Stage 2 Pay Apps\#7\Dredge CBBEL Pay App Review #7_021324.docx

TOWN OF CEDAR LAKE, IN
CEDAR LAKE DREDGING

CONTRACTOR: Dredge America, In.
DATE: 2/13/2024
ESTIMATE NO. 7
PROJECT: Cedar Lake Dredging
PROJECT #: 220178

CBBEL PAY ESTIMATE REPORT

ITEM	DESCRIPTION	CONTRACT QUANTITY	UNIT OF MEASURE	UNIT PRICE	CONTRACT COST	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY TO DATE	PERCENT UTILIZED	CONTRACT AMOUNT TO DATE
1	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 675,000.00	\$ 675,000.00	0.00	\$ -	0.70	70.0%	\$ 472,500.00
2	CONSTRUCTION ENGINEERING	1	LS	\$ 100,000.00	\$ 100,000.00	6.26%	\$ 6,261.41	0.65	64.7%	\$ 64,665.66
3	AS-BUILT SURVEY	1	LS	\$ 100,000.00	\$ 100,000.00	10.0%	\$ 10,000.00	0.25	25.0%	\$ 25,000.00
4	OPERATION, MAINTENANCE, MONITORING, TESTING OF THE SDF	1	LS	\$ 100,000.00	\$ 100,000.00	6.26%	\$ 6,261.41	0.65	64.7%	\$ 64,665.66
5	DREDGING SEDIMENT	439,090	CYS	\$ 11.38	\$ 4,996,844.20	27,493.24	\$ 312,873.07	283,940.44	64.7%	\$ 3,231,242.21
TOTAL							\$ 335,395.89		TOTAL	\$ 3,858,073.53
				Awarded Contract Value:	\$ 5,975,000.00	ORIGINAL CONTRACT				\$ 5,975,000.00
				Current Contract Value:	\$ 5,971,844.20	TOTAL CHANGE ORDERS				\$ (3,155.80)
				Current Awarded CO Value:	--	REVISED CONTRACT				\$ 5,971,844.20
				Projected Total CO's Value:	--	COMPLETED TO DATE				\$ 3,858,073.53
						RETAINAGE				\$ 385,807.35
				Percent Complete (Awarded):	64.57%	TOTAL EARNED LESS RETAINAGE				\$ 3,472,266.18
				Percent Complete (Current):	64.60%	LESS PREVIOUS REQUESTS				\$ 3,170,409.88
						CURRENT AMOUNT DUE				\$ 301,856.30

Dredge America, Inc.9555 NW Highway N
Kansas City, MO 64153

(816) 330-3100

INVOICE**SOLD TO:**Town of Cedar Lake
P.O. Box 707
7408 Constitution Avenue
Cedar Lake, IN 46303**SHIPPED TO:**Cedar Lake
Cedar Lake, IN 46303

INVOICE NUMBER	3402
INVOICE DATE	February 8, 2024
PURCHASE ORDER NO	
ORDERED BY	
TERMS	NET 30
DUE DATE	March 9, 2024

ITEM NO	DESCRIPTION OF WORK	CURRENT QUANTITY	UNIT PRICE	WORK COMPLETED PREVIOUS APPLICATION	WORK COMPLETED CURRENT APPLICATION
	Dredging Improvements to Cedar Lake, Lake County, IN				
1	Mobilization/Demobilization	0.00	\$675,000.00	\$ 472,500.00	\$ -
2	Construction Engineering	1.00	\$100,000.00	\$ 58,404.25	\$ 6,261.41
3	As-Built Survey	0.00	\$100,000.00	\$ 15,000.00	\$ 10,000.00
4	Operation, Maintenance, Monitoring & Testing of the SDF	1.00	\$100,000.00	\$ 58,404.25	\$ 6,261.41
5	Dredging Sediment	27493.24	\$ 11.38	\$ 2,918,369.14	\$ 312,873.07
			Totals	\$ 3,522,677.64	
				SUBTOTAL	\$ 335,395.89
				RETAINAGE	(33,539.59)
				SALES TAX	0.00
					\$301,856.30
					PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Keely Brock
(816) 330-3100
email: keely@dredgeamerica.com

ELECTRONIC PAYMENT INSTRUCTIONS:
Dredge America, Inc.
Wells Fargo
Acct #8435227361
Routing #101089292

THANK YOU FOR YOUR BUSINESS!

SCHEDULE OF VALUES



Cedar Lake, IN
Dredging Improvements to Cedar Lake, Lake County, IN

APPLICATION NO.: 7
APPLICATION DATE: 02/08/24
INVOICE NO.: 7

ITEM NO.	DESCRIPTION OF WORK	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT	WORK COMPLETED				MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	% COMPLETED*	BALANCE TO FINISH	Retainage Total 10%	
						FROM PREVIOUS APPLICATIONS	YARDS FROM PREVIOUS APPLICATIONS	THIS APPLICATION	THIS PERIOD						
BASE CONTRACT PRICES															
Phase 1															
1	Mobilization/Demobilization	LS	1	\$ 675,000.00	\$ 675,000.00	\$ 472,500.00				\$ -	\$ 472,500.00	70%	\$ 202,500.00	\$ 47,250.00	
2	Construction Engineering	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 58,404.25			\$ 6,261.41	\$ -	\$ 64,665.66	64.67%	\$ 35,334.34	\$ 6,466.57	
3	As-Built Survey	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 15,000.00			\$ 10,000.00	\$ -	\$ 25,000.00	25%	\$ 75,000.00	\$ 2,500.00	
4	Operation, Mainneance, Monitoring, & Testing Of The SDF	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 58,404.25			\$ 6,261.41	\$ -	\$ 64,665.66	64.67%	\$ 35,334.34	\$ 6,466.57	
5	Dredging Sediment	CYS	439,090	\$ 11.38	\$ 4,996,844.20	\$ 2,918,369.14	256,447.20	27,493.24	\$ 312,873.07	\$ -	\$ 3,231,242.20	64.67%	\$ 1,765,602.00	\$ 323,124.22	
TOTAL THIS APPLICATION					\$ 5,971,844.20	\$ 3,522,677.64			\$ 335,395.89	\$ -	\$ 3,858,073.53	64.60%	\$ 2,113,770.67	\$ 385,807.35	

TOTAL PAYMENT DUE \$ 301,856.30

RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

Dated: 02/12/2024

The undersigned hereby acknowledges receipt of the sum of \$ 492,972.97

CHECK ONLY ONE:

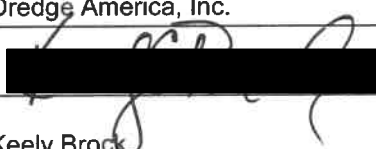
- ☐ 1) As partial payment for labor, skill, and material furnished;
- ☒ 2) As payment for all labor, skill, and material furnished or to be furnished (except the sum of \$ 54,774.77 to be held as retainage or holdback of payment).
- ☐ 3) As full and final payment for all labor, skill, and material furnished to be furnished to the following described real property:

Property/Project Name:	State 2 - Cedar Lake Dredging
Address:	Cedar Lake
City, State, Zip:	Cedar Lake, IN 46303

and for the value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill, or material furnished to said real property [only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked]. The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors by the undersigned have been paid in full, EXCEPT:

Subcontract Name	Amount Outstanding	Scope of Work

Company: Dredge America, Inc.

Signed: 

Name: Keely Brock

Its: CFO

Date: 02/12/2024

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership it must be signed by a partner.

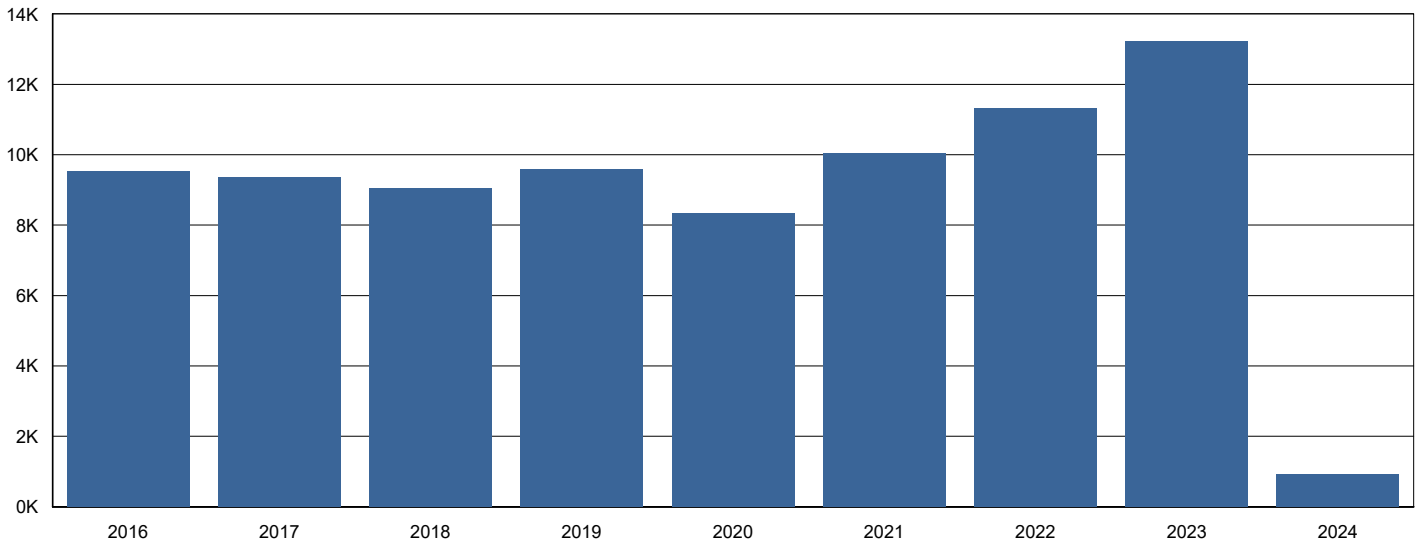
Please return this lien waiver to:

Donald Oliphant - Christopher B. Burke Engineering, Ltd.

Cedar Lake Police Department

Calls for Service Analysis

1/1/2016to 1/31/2024



	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	616	768	600	672	765	745	859	1,248	917
Feb	608	801	582	782	733	692	685	1,145	
Mar	917	797	633	825	602	956	926	1,186	
Apr	745	808	652	891	350	836	844	1,209	
May	859	867	837	838	723	850	1,104	1,071	
Jun	924	862	846	821	763	940	946	1,255	
Jul	1,001	843	933	842	806	956	1,006	1,087	
Aug	744	800	837	901	888	878	1,060	1,091	
Sep	753	807	828	826	728	782	974	945	
Oct	787	666	860	742	682	829	977	1,060	
Nov	830	703	744	743	642	743	917	970	
Dec	738	645	705	710	641	818	1,020	954	
Total	9,522	9,367	9,057	9,593	8,323	10,025	11,318	13,221	917

Calls Per Day: 29.58

Cedar Lake Police Department

Traffic Stop Analysis

1/1/2016 to 1/31/2024



	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	279	353	180	260	321	351	389	738	400
Feb	221	400	161	331	300	285	257	651	
Mar	489	372	225	380	190	460	373	632	
Apr	328	266	229	415	21	376	324	534	
May	361	277	250	345	119	318	418	435	
Jun	325	269	260	345	182	318	283	576	
Jul	393	245	292	371	285	372	359	476	
Aug	258	249	236	366	303	364	421	479	
Sep	264	284	286	259	212	281	378	430	
Oct	356	191	302	285	182	348	417	471	
Nov	407	257	280	329	172	320	397	519	
Dec	311	186	269	317	203	357	474	415	
Total	3,992	3,349	2,970	4,003	2,490	4,150	4,490	6,356	400

Cedar Lake Police Department

Warning Analysis

1/1/2016 to 1/31/2024



	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	171	215	105	202	275	291	305	753	400
Feb	122	236	99	299	253	235	236	694	
Mar	267	221	125	343	154	395	396	729	
Apr	194	195	148	376	15	323	301	544	
May	210	210	225	289	112	263	461	452	
Jun	198	211	191	309	136	273	334	634	
Jul	203	166	271	316	234	338	356	504	
Aug	177	173	220	313	218	270	438	499	
Sep	158	182	228	223	188	205	433	448	
Oct	228	128	322	222	154	265	419	490	
Nov	235	161	243	260	182	258	404	506	
Dec	215	115	193	272	180	251	465	437	
Total	2,378	2,213	2,370	3,424	2,101	3,367	4,548	6,690	400

Cedar Lake Police Department

Citation Analysis

1/1/2016 to 1/31/2024



	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	106	136	92	120	207	169	165	191	120
Feb	96	200	80	148	148	156	103	203	
Mar	244	187	108	120	122	215	164	207	
Apr	145	142	123	102	38	126	152	215	
May	193	148	122	98	74	144	159	163	
Jun	180	164	122	107	140	156	167	189	
Jul	245	147	118	112	156	163	213	150	
Aug	137	113	83	112	193	123	232	180	
Sep	122	91	97	106	137	147	166	121	
Oct	163	85	87	113	110	147	140	148	
Nov	183	84	92	92	107	129	117	162	
Dec	123	94	93	111	85	117	149	101	
Total	1,937	1,591	1,217	1,341	1,517	1,792	1,927	2,030	120

Cedar Lake Police Department

Law Incident Analysis

1/1/2016 to 1/31/2024



	2016	2017	2018	2019	2020	2021	2022	2023	2024
<i>Jan</i>	341	440	460	433	499	459	503	513	540
<i>Feb</i>	385	404	451	484	454	460	433	502	
<i>Mar</i>	458	443	461	461	427	522	546	550	
<i>Apr</i>	488	564	471	512	334	508	501	649	
<i>May</i>	512	629	624	518	642	556	674	630	
<i>Jun</i>	612	628	644	505	625	663	659	700	
<i>Jul</i>	629	659	682	510	575	652	630	661	
<i>Aug</i>	505	614	656	572	633	555	637	630	
<i>Sep</i>	489	573	575	602	573	525	578	557	
<i>Oct</i>	439	511	594	476	562	499	540	605	
<i>Nov</i>	425	488	507	444	495	429	514	495	
<i>Dec</i>	441	488	455	420	460	481	546	538	
Total	5,724	6,441	6,580	5,937	6,279	6,309	6,761	7,030	540

Cedar Lake Police Department

Arrest Analysis

1/1/2016 to 1/31/2024



	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	25	35	21	28	40	32	31	27	32
Feb	15	17	8	37	22	29	30	29	
Mar	20	14	20	26	10	27	31	27	
Apr	33	21	31	31	7	13	31	30	
May	18	33	39	26	24	30	26	23	
Jun	39	25	28	38	25	36	28	41	
Jul	38	21	26	25	23	26	27	27	
Aug	26	30	40	43	25	17	26	23	
Sep	19	19	34	22	31	28	20	28	
Oct	28	26	34	23	27	32	38	11	
Nov	15	24	19	20	23	20	18	20	
Dec	16	24	16	18	10	20	27	22	
Total	292	289	316	337	267	310	333	308	32

Cedar Lake Police Department

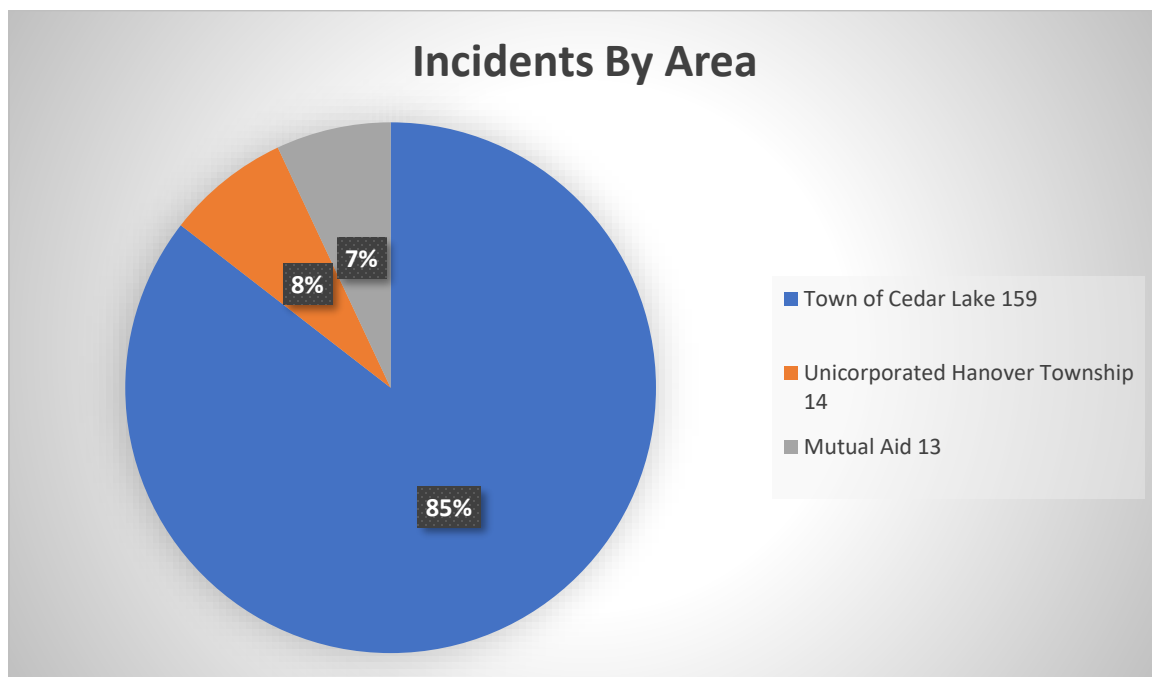
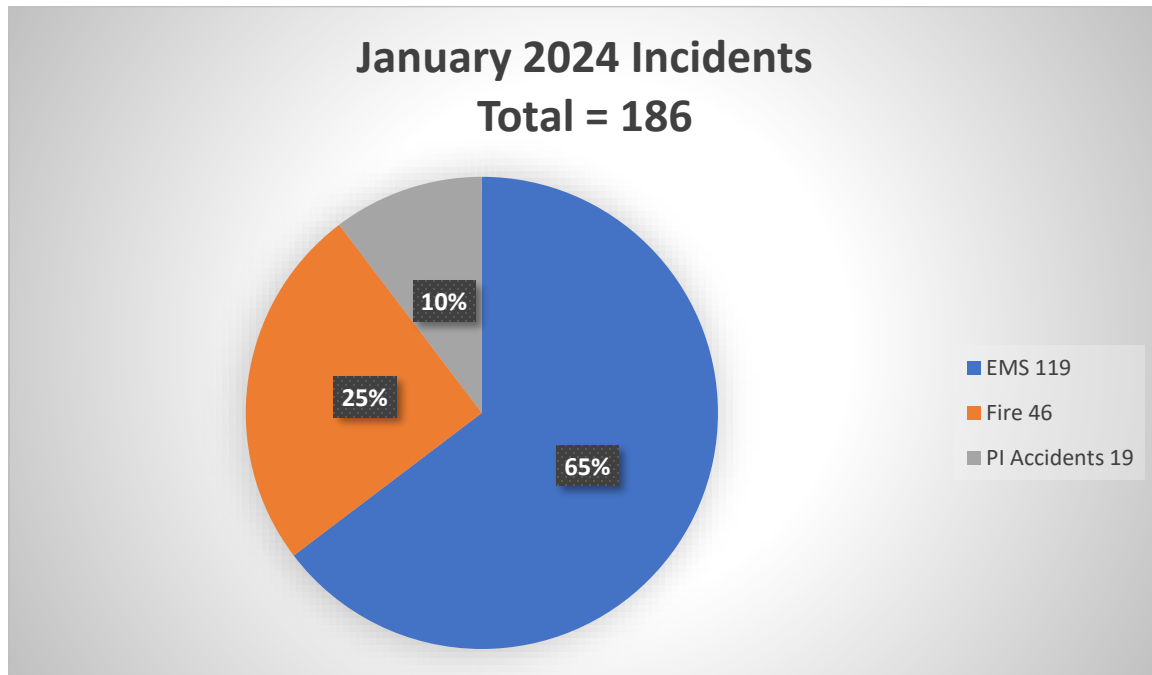
Arrest Offense Analysis

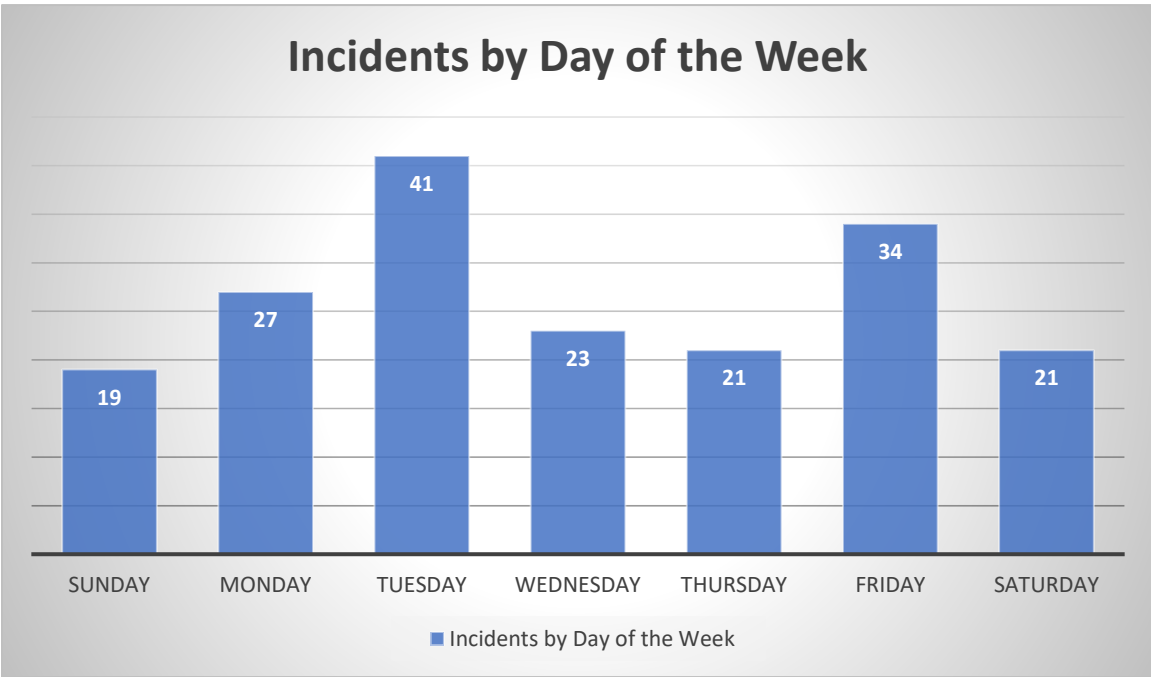
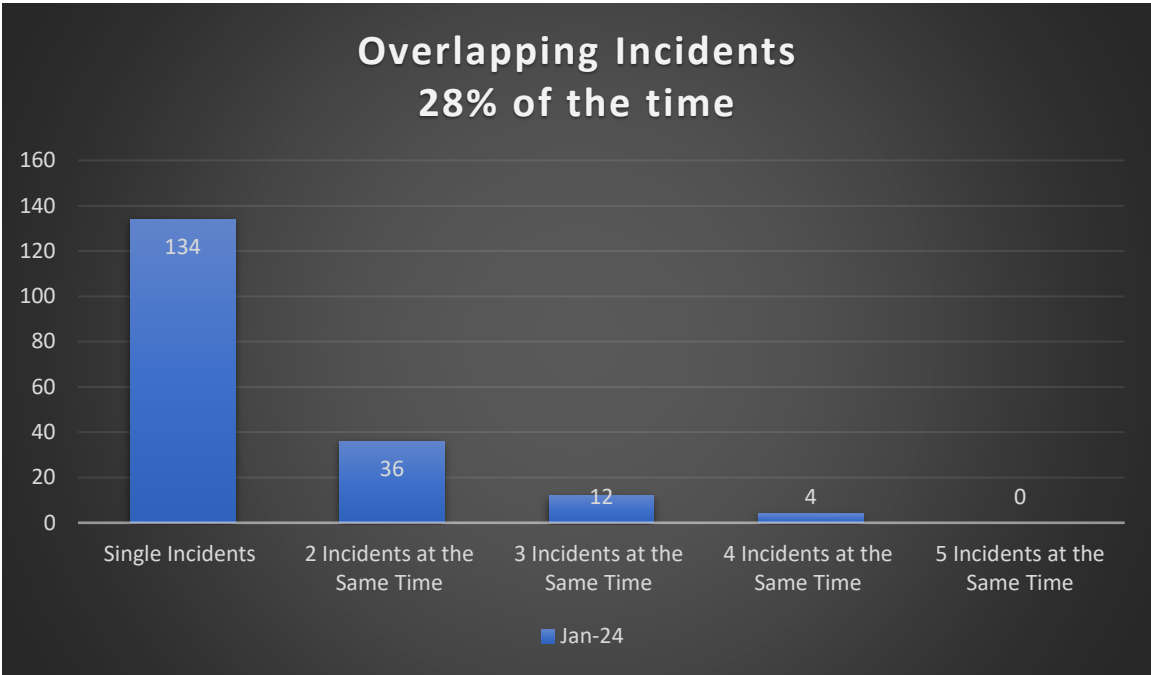
1/1/2016 to 1/31/2024



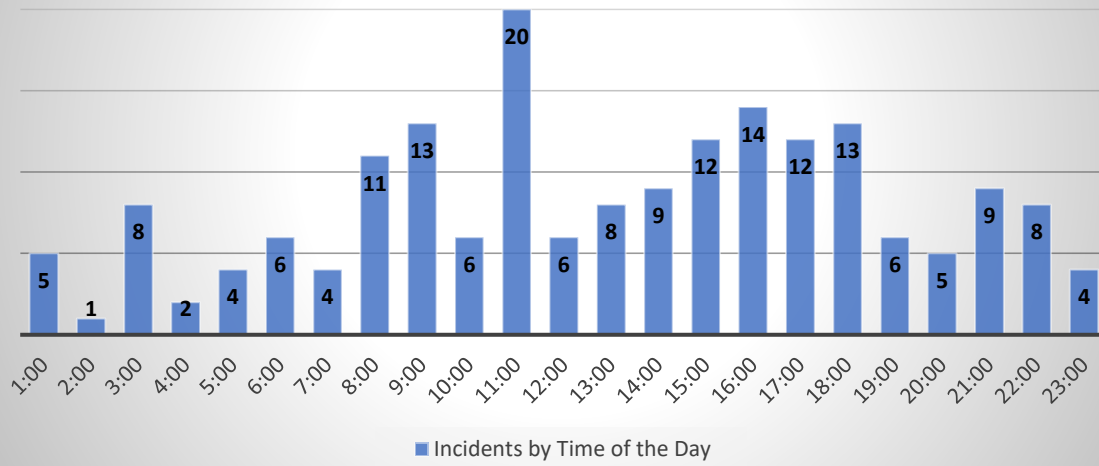
	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	28	58	26	62	71	51	51	43	49
Feb	25	26	15	71	37	59	47	50	
Mar	23	25	35	52	18	42	69	48	
Apr	53	40	45	45	16	21	54	48	
May	26	52	63	37	31	51	45	34	
Jun	63	35	43	61	41	68	45	63	
Jul	60	34	35	42	42	46	58	37	
Aug	33	50	49	70	44	29	49	48	
Sep	26	35	46	38	55	61	34	36	
Oct	42	40	55	33	61	63	63	13	
Nov	29	33	31	35	40	34	39	46	
Dec	28	35	19	32	21	30	59	32	
Total	436	463	462	578	477	555	613	498	49

January 2024 Operations Report

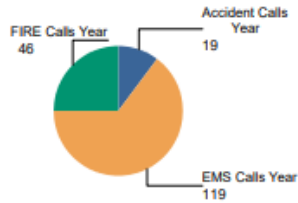




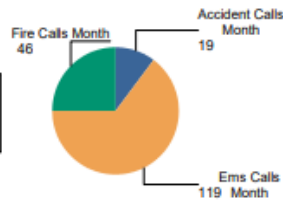
Incidents by Time of the Day



**Cedar Lake Fire Department
Monthly Summary Report
1/1/2024 to 1/31/2024**



Accident Calls Year	10.3%
EMS Calls Year	64.7%
FIRE Calls Year	25.0%
Total:	100.0%



Accident Calls Month	10.3%
Ems Calls Month	64.7%
Fire Calls Month	25.0%
Total:	100.0%

Average Daily Calls for Service: 6.20

Yearly Totals

Death Investgtn	1
EMS Abdominal	4
EMS Assault	2
EMS Bleeding	2
EMS Breathing	7
EMS Chest Pain	3
EMS Choking	1
EMS Death	2
EMS Diabetic	5
EMS Fall	20
EMS Full Arrest	2
EMS Gunshot	1
EMS Headache	1
EMS Heat / Cold	1
EMS Lift Assist	16
EMS Misc	1
EMS Overdose	2
EMS Psych	8
EMS Seizure	2
EMS Sick Person	18
EMS Standby	2
EMS Stroke	5
EMS Trauma	2
EMS Uncons	8
EMS Unknown	4
FIRE Alarm	5
FIRE Assist	4
FIRE CO Alarm	9
FIRE Electrical	1
FIRE Garage	1
FIRE Gas IN	3
FIRE Gas OUT	3
FIRE Inspection	1
FIRE Odor	2
FIRE Standby	3
FIRE Structure	11
FIRE Utility	3
PI Accident	19
Welfare Check	1
Total for Year:	186

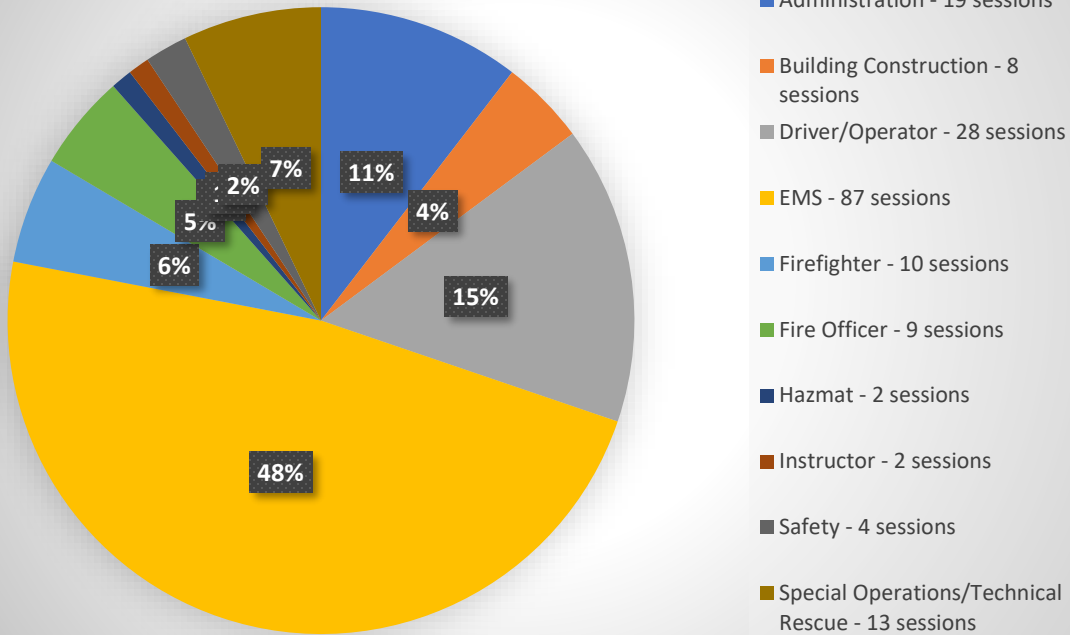
Monthly Totals

Death Investgtn	1
EMS Abdominal	4
EMS Assault	2
EMS Bleeding	2
EMS Breathing	7
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EMS Choking	1
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EMS Misc	1
EMS Overdose	2
EMS Psych	8
EMS Seizure	2
EMS Sick Person	18
EMS Standby	2
EMS Stroke	5
EMS Trauma	2
EMS Uncons	8
EMS Unknown	4
FIRE Alarm	5
FIRE Assist	4
FIRE CO Alarm	9
FIRE Electrical	1
FIRE Garage	1
FIRE Gas IN	3
FIRE Gas OUT	3
FIRE Inspection	1
FIRE Odor	2
FIRE Standby	3
FIRE Structure	11
FIRE Utility	3
PI Accident	19
Welfare Check	1
Total for Month:	186

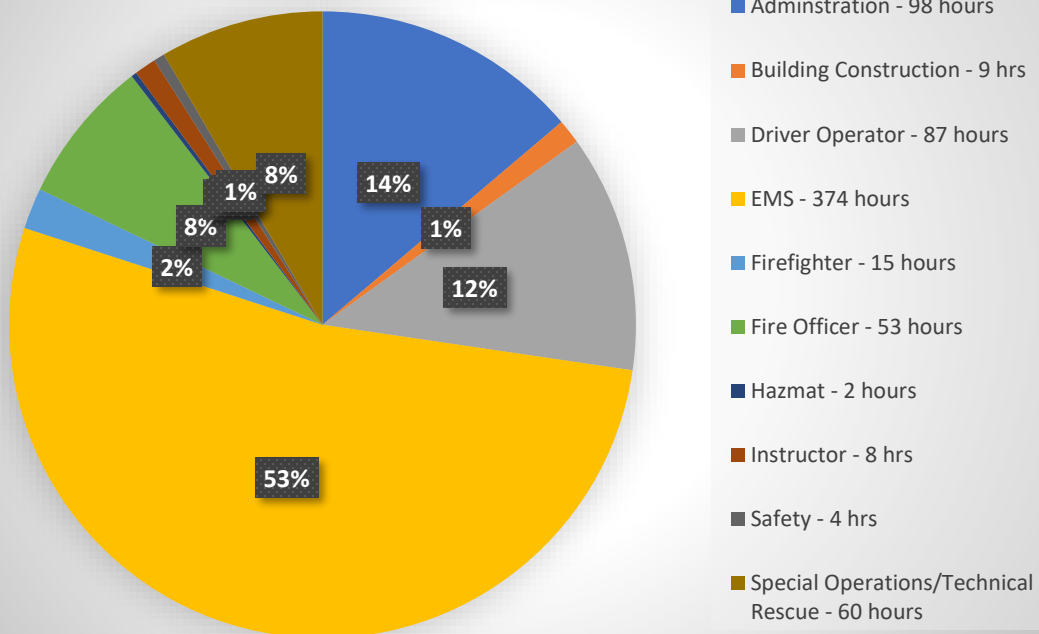
January 2024 Training Report

Hours Logged: 710

Sessions by Category



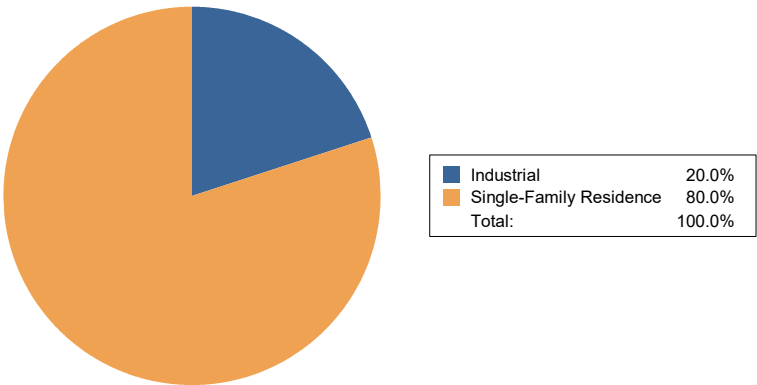
Hours by Category





Report of All New Construction Permits
1/1/2024 to 1/31/2024
Grouped by Month

New Construction Type



Permits by Month



January 2024

Residential New Construction Permits: 4	New Residential Construction Value: \$1,491,250
Industrial New Construction Permits: 1	New Industrial Construction Value: \$680,000
New Construction Permits: 5	Total Value of Construction for January: \$2,171,250

Total New Construction Permits: 5	Total Value of New Construction: \$2,171,250
Total Residential New Construction Permits: 4	Total Value of New Residential Construction: \$1,491,250
Total Commercial New Construction Permits: 0	Total Value of New Commercial Construction:
Total School New Construction Permits: 0	Total Value of New School Construction:

Town of Cedar Lake

Office of Building, Zoning, and Planning

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

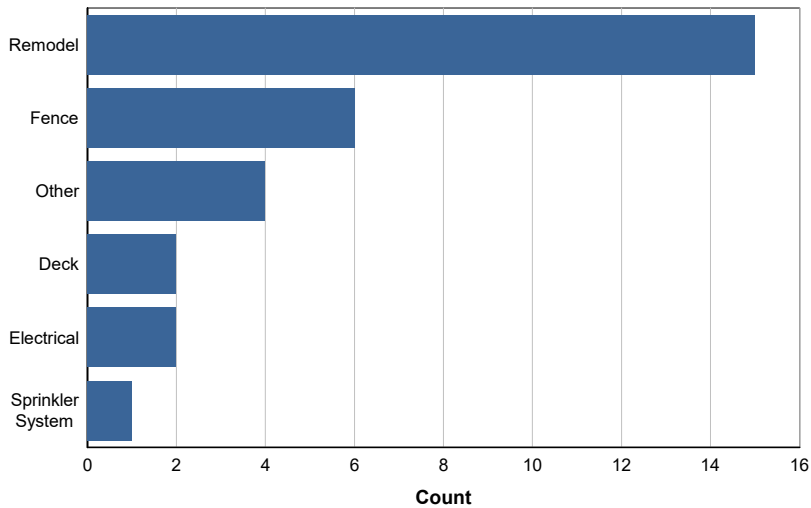
Tel (219) 374-7000 - Fax (219) 374-8588



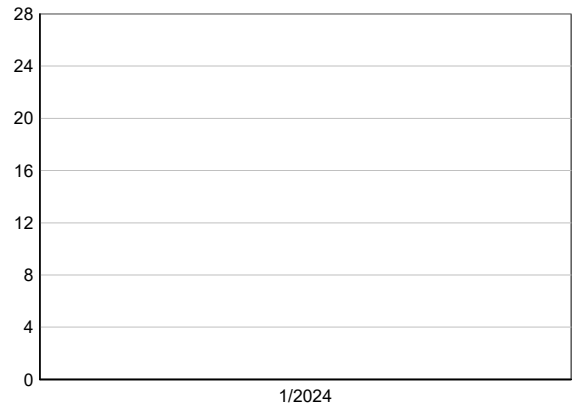
Report of All Other Permits

1/1/2024 to 1/31/2024

Grouped by Month



Permits by Month



January 2024

Residential Permits: **21**

Commercial Permits: **3**

Church Permits: **1**

Open Space Permits: **1**

Municipal Permits: **1**

Other Permits: **1**

Total of Other Permits: **28**

Residential Permits Value: **\$635,009**

Commercial Permits Value: **\$48,304**

Church Permits Value: **\$3,000**

Open Space Permits Value: **\$750**

Municipal Permits Value: **\$8,876**

Other Permits Value: **\$28,355**

Total Value of All Other Permits: **\$724,293**

Grand Total of Other Permits: **28**

Grand Total Value of All Other Permits: **\$724,293**

TOWN OF CEDAR LAKE

Mindi Ray, Superintendent

Parks and Recreation

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

Tel (219) 374-7000 X 161

mindi.ray@cedarlakein.org



February 15, 2024

Parks Department Report

Please find a brief summary of the Park Superintendent Report that is provided monthly to the Cedar Lake Park Board, Town Manager and Cedar Lake Town Council Liaisons.

- 5-Year Master Plan
 - Stakeholder meetings scheduled for 2/15 & 2/16/24
 - Steering Committee meeting scheduled for 2/16/24
- Recommendation from Park Board to Town Council to use park impact fees to purchase of 4 security cameras and system for Kiwanis Park in 2/1/24 Park Board Meeting.
- Instructor Agreement
 - Presented in 2/1/24 meeting to the Park Board
 - This agreement was created by Dave Austgens Office for use in hiring independent contractors for programming purposes.
- Parks Department Background Check Policy
 - Presented in 2/1/24 meeting
 - Dave Austgens office is working on a resolution to create a policy to background check all park staff, instructors and volunteers on an annual basis.
- New hire of Recreation Coordinator, Greg Wiesemann joined the parks team on January 16, 2024.
- A temporary park maintenance shop has been created in the pool house building until a more suitable, permanent solution can be arranged.
- Memorial Benches were ordered for Jason Dees & Keith Wood by the parks department. Chief Fisher received a donation from CORE for this project. Chief Fisher and Mindi Ray are collaborating on installation of these benches on Town Grounds by the art piece. A ribbon cutting/memorial ceremony is in the planning stages for May.
- Clubhouse Flooring Project
 - Funds were encumbered from the parks 2023 general budget to replace the flooring at the Clubhouse. Yancey's Carpet will be placing vinyl plank floors the week of February 26th.
- Programming & Events
 - Spring Soccer Registration -February 14-February 23 or until teams fill. Season begins 4/8/24.
 - Easter Egg Hunt- March 23, 2024 @ 12pm
 - Monthly Programming: Senior Social, Bingo, Easy Does It Fitness Class, Kids Art & Adult Paint
 - Upcycle Rain Barrel Event- To be held again this year as a fundraiser for Taylor Ice Fest.
 - Challenger Youth Summer Soccer Camp-In planning stages.

Respectfully,
Mindi Ray



February 14, 2024

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

Attention: Jeff Bunge – Town Manager

Re: Town Engineer Report for February 20, 2024 Town Council Meeting
(CBBEL Project No.: 060015.00001)

Dear Council Members:

This letter summarizes Christopher B. Burke Engineering, LLC (CBBEL) Town Engineer activities for reporting and action (as necessary) for the February 20, 2024 Town Council Meeting. This report covers activities for the period of January 10, 2024 through February 14, 2024.

1) Cedar Lake Dredging and Sediment Dewatering Facility Project

CBBEL has completed an as-built review of bathymetric surveys completed over project Areas #1 and #12. The contract volume for Area #1 was 281,805 CYS and the as-built volume was 280,333.17 CYS. The contract volume for Area #12 was 9,978 CYS and the as-built volume was 3,607.27 CYS. Based on the dredged material type in Area #12 (hard pack), it is recommended not to return to Area #12 and utilize the extra volume "allowance" in other areas of the lake that contain materials that are more susceptible to re-suspension. This would provide an "allowance" of 7,842.56 CYS to be allocated to other areas.

Pay Application #7 was submitted to the Town on February 13th for \$301,856.30. CBBEL has not received a formal response from IDEM regarding questions with the current operational permit. We expect a formal response soon.

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

2) MS4 Coordination

CBBEL completed good housekeeping inspections at the public works facility and fire station. Since re-fueling stations have been decommissioned at the fire station, we recommend that inspections be reduced to annually. CBBEL also completed a good housekeeping workshop for Town Public Works employees on February 9th.

3) NIRPC/State Legislature/INDOT/IDNR Updates

The Town was notified on April 21, 2023 that two of the five project applications were accepted into the draft 2024-2028 TIP. The Town projects that are included in the TIP are the raising of 133rd Avenue from Robin's Nest to Colfax Avenue and the Founders Creek Multi-Use Path. The 133rd Avenue project is programmed in 2025 for construction (PROTECT funds) at \$454,504.00 federal funds and \$113,626.00 local match. The design of the project will be funded by the Town and CBBEL will provide a design proposal soon. The second project is the design and construction of the Founders Creek Multi-Use Path (Transportation Alternative funds). The project is programmed for design in 2026 (\$72,685.00 federal funds and \$32,000.00 local match) and for construction in 2028 (\$1,422,430.00 federal funds and \$355,608.00 local match). These values will most likely be adjusted for projected inflation.

Several bills of note in the 2024 legislature are summarized below:

Senate Bill 159 – Annexation: Bill would repeal the law that allows municipalities to initiate annexations. Only voluntary and super voluntary annexations would be allowed starting after March 1, 2024. **ACTION:** Passed the Senate 38-10 on February 5th and referred to the House Local Government Committee on February 12th.

Senate Bill 252 – Publication of Notice: Changes the qualifications required for a newspaper to publish legal notices as follows: (1) A newspaper must have been published for 12 consecutive months (instead of three years). (2) A newspaper must have had an average paid circulation during the preceding year of at least 500 (instead of 200). Requires a locality newspaper to have been published for 12 consecutive months (instead of three years) to be eligible to publish legal notices. Requires political subdivisions to publish legal notices in a newspaper or newspapers published within the county where the political subdivision is located (instead of in a newspaper or newspapers published within the political subdivision). **ACTION:** Passed the Senate 48-0 on February 5th and referred to the House Government and Regulatory Reform Committee on February 12th.

4) Other Funding Opportunities

- **Community Crossing Grant, 2022-2:** CBBEL received a letter on February 5th

officially closing out this CCMG project through INDOT.

- **Community Crossing Grant, 2023-2:** This project was issued for bid on February 7th after the Town executed the necessary grant agreement with INDOT on February 6th. The public bid opening is scheduled for February 23rd with a notice of award meeting scheduled on February 26th. We are required to have executed contracts sent to INDOT by March 3rd.
- **2023 CDBG Funds, Lynnsway ADA Ramps:** CBBEL has been working with H3 Concrete to finalize the contract. The project is scheduled to begin in Spring 2024. A pre-construction meeting with H3, Town staff, and County Staff will be scheduled in March.
- **USDOT, Safe Streets and Roads for All (SS4A):** The SS4A grant is a product of the new infrastructure bill. The second round of funding was opened in April and closes on July 10th. This program provides funding for both planning and implementation (construction) of infrastructure and initiatives designed to prevent death and serious injury on roads and streets. Applicable planning documents must already be completed to be eligible for implementation grants. More information can be found at <https://www.transportation.gov/grants/SS4A>.

CBBEL has completed a draft of the report and circulated it to Town staff on January 15th for review. A public meeting will be required to support public outreach requirements.

- **PCB Monsanto Class Action Settlement**
City of Long Beach [CA], et al. v. Monsanto Company, et al.
No Change from Previous Report. On behalf of the Town, CBBEL submitted an application for Part B Special Funding on July 5th to request \$2 million in funding to be allocated to the dredge project and future Alum treatment. CBBEL was informed that no decisions will be made on this funding disbursement until after the April 27, 2024 grant submittal date.

5) Town Street Committee & Roadway Items

- Shades (East of Morse St and North of 141st Avenue): Remaining items in Phase 1A and Phase 1B work will begin in Spring 2024 once weather permits. NIPSCO mobilized on February 12th to begin gas main relocation work within Phase 1B. Final easements were sent to the Town and CBBEL from the Town Attorney on February 1st. It is our understanding that the Town is contacting these residents and CBBEL will assist, as needed.

- 133rd Avenue Road Raise: CBBEL will begin design of the 133rd Avenue road raise project shortly. We are required to supply updated construction cost estimates to NIRPC within the first quarter of this year to include in their budgeting for the 2025 construction season.
- 131st Place and Morse Street: *No Change from Previous Report*. CBBEL received the survey on October 4th and provided it to the Town for review. We are awaiting direction from the Town on how to proceed.
- Railroad At-Grade Sidewalk Crossing: CBBEL provided a project initiation form from CSX railroad that needs to be signed by the Town prior to the railroad's sub-consultant's being approved to begin engineering reviews. CBBEL has also provided the sidewalk layout plan to staff for the 141st Avenue crossing near the middle/elementary school.

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

CBBEL provided an updated Billing Form to Town staff on February 6th that was received from Norfolk Southern Railroad.

- Road Impact Fee: *No Change from Previous Report*. CBBEL provided a memorandum on June 23rd summarizing costs and tasks related to implementing a Road Impact Fee on new developments.
- Police-Fire Buildings: It is our understanding that fire station NIPSCO utility easement will be or has been signed by the Town Building Corporation.

CBBEL is coordinating with Town staff and the Contractor on an as-needed basis. CBBEL is also coordinating the Morse Street watermain project with the project team.

CBBEL has completed engineering plans for the Emergency Vehicle Preemption system to be installed on Morse Street outside of the new Fire Department complex. We are coordinating Public Works staff to finalize locations of the primary pole. This project will be advertised to bid or quoted in early 2024.

6) Redevelopment Commission

CBBEL is completing the following projects for the Redevelopment Commission:

- Morse Street/Constitution Avenue Watermain Extension: CBBEL is completing on-

going coordination with IDEM to receive the Notice of Intent for the Morse Street Watermain Project. CBBEL is awaiting Robin's Nest well testing (Ortman) prior to final submission to IDEM for the eastside water hydraulic modeling.

7) Plan Commission

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

- Bugaboo Subdivision: *No Change from Previous Report*. CBBEL provided a comment letter to the Applicant on August 11th and is awaiting a response.
- Novak Parcel (129th Ave/US-41): *No Change from Previous Report*. CBBEL has been advised by the Applicant's Engineer that this project has been restarted based on the previously submitted plan. Therefore, CBBEL has entered this back to active status and it is in the queue to be reviewed.
- Lakeside South PUD: CBBEL issued a comment letter on December 1st for the Applicant to address. CBBEL received an updated Traffic Impact Study from the Applicant on February 6th and are currently reviewing.
- Founders Creek PUD: CBBEL issued a comment letter for the Applicant to address on September 15th.
- Red Cedars PUD: CBBEL issued a comment letter for the Applicant to address on December 1st.
- Bay Bridge PUD: CBBEL issued a comment letter for the Applicant to address on September 15th.
- Torok 1-Lot Subdivision: CBBEL issued our final letter on February 13th recommending approval of the final plat with one contingency.
- Faith Church Expansion: CBBEL issued our second site plan review letter on February 13th for the Applicant to address.
- Joyful Acres 1-Lot Subdivision: CBBEL issued a comment letter on January 11th for the Applicant to address.
- Dairy Queen Expansion: CBBEL issued a comment letter on January 31st for the Applicant to address.
- Subdivision Ordinance/Development Standards Manual Update: CBBEL has begun updates to the DSM and is currently on-going. CBBEL received comments from Public Works and Nies. CBBEL will circulate an updated version of the details and revised specifications soon. CBBEL met with Public Works personnel on January 8th to discuss the draft details.

8) Stormwater Management Board

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

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

Woods of Cedar Creek: Town staff has reviewed documentation on acquired easements prior to the Phase 1 project being completed. Three residents did not provide access before the Phase 1 project. Two of those parcels are under new ownership and staff will reach out to determine if a Phase 2 project is possible. **It is our understanding that Town staff has begun the process of getting revised easements signed by residents.**

6425 W. 145th Avenue: CBBEL presented a concept plan to the Board at the March meeting. Preliminary costs were provided and the Board will take it under advisement during project scoring. **The Town Attorney submitted information regarding this item to CBBEL and the Town on November 2nd.**

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

7320 W. 140th Place, Straight's CN Subdivision: CBBEL presented a concept plan to the Board at the March meeting. Based on conversations at the meeting with the homeowner, the scope of the project will be revised to re-shaping an existing ditchline, stabilization, tree clearing, and culvert replacements. **The Town Attorney submitted information regarding this item to CBBEL and the Town on November 2nd.**

Meyer Manor Terrance/Lake Shore Drive Storm Sewer: Additional information was presented to Storm Board at the September meeting. This storm sewer system consists of multiple different pipe materials, blind connections, and failing pipes. This will be a significant project that is most likely beyond the annual budget constraints of Storm Board. This will be part of a larger capital improvement project at a later date. **No Change.**

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

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

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

9) Building Department

CBBEL has been completing site plan and as-builts for individual lots. CBBEL has also been completing on-going development reviews in the following subdivisions/projects: Summer Winds, Birchwood Farms, Rose Garden Estates, Ledgestone, Centennial Villas/Estates, Beacon East, Beacon West (Phases 5-7), Lakeside Unit 2 Block 1, Hanover Central Middle/Elementary School, Cedar Lake Storage, Lakeview Business Park, Oakwood, Police/Fire Complex, 141st Partners Storage, and Railside. MCM 4 (MS4) construction inspections are also being completed at each development, where applicable.

Ordinance Updates: An updated floodplain ordinance was sent to Town staff on January 31st. CBBEL will be continuing updates to the Town's Subdivision Ordinance, Development Standards Manual, and Stormwater Ordinances throughout 2024.

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

Sincerely,



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

L060015 Council Report 021424.docx

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

Attachments: Project Status Report
 All Projects Schedule

Town of Cedar Lake – Project Status Report

Christopher B. Burke Engineering, LLC

updated 02/14/24

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
060015.00001	Town Council	n/a	Town Council Report for 02/20/24 meeting	Completed	02/14/24
060015.00002	Plan Commission	n/a	Plan Reviews & LOC Inspections	Plan Commission Meetings and Review of Plan Applications. See letter for details.	ongoing
060015.00003	Stormwater Management Board	n/a	Review and reporting concerning agenda action items	Reviewing items as requested and reporting status to Storm Board. See letter for details.	ongoing, as requested
060015.00006	Stormwater Cost of Services Study	n/a	ERU calculation review	Ongoing review of ERU calculations for parcels requested by Town.	ongoing, as requested
220178	Cedar Lake Dredging Project	\$71,620 (annual)	Construction Observation	<p>CBBEL has completed an as-built review of bathymetric surveys completed over project Areas #1 and #12. The contract volume for Area #1 was 281,805 CYS and the as-built volume was 280,333.17 CYS. The contract volume for Area #12 was 9,978 CYS and the as-built volume was 3,607.27 CYS. Based on the dredged material type in Area #12 (hard pack), it is recommended not to return to Area #12 and utilize the extra volume "allowance" in other areas of the lake that contain materials that are more susceptible to re-suspension. This would provide an "allowance" of 7,842.56 CYS to be allocated to other areas.</p> <p>Pay Application #7 was submitted to the Town on February 13th for \$301,856.30. CBBEL has not received a formal response from IDEM regarding questions with the current operational permit. We expect a formal response soon.</p> <p>The water treatment additive (flocculant) application is still being reviewed by IDEM. It will not be utilized until approval has been granted.</p> <p>– 02/13/24 Council Report for details.</p>	ongoing
230324	Morse/Constitution Watermain Project	\$210,100 (combined)	Construction Observation	<p>CBBEL is completing on-going coordination with IDEM to receive the Notice of Intent for the Morse Street Watermain Project. CBBEL is awaiting Robin's Nest well testing (Ortman) prior to final submission to IDEM for the eastside water hydraulic modeling.</p> <p>– 02/13/24 Council Report for details.</p>	ongoing

Town of Cedar Lake – Project Status Report

Christopher B. Burke Engineering, LLC

updated 02/14/24

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
230324	Shades Subdivision Project	\$210,100 (combined)	Construction Observation	Remaining items in Phase 1A and Phase 1B work will begin in Spring 2024 once weather permits. NIPSCO mobilized on February 12 th to begin gas main relocation work within Phase 1B. Final easements were sent to the Town and CBBEL from the Town Attorney on February 1 st . It is our understanding that the Town is contacting these residents and CBBEL will assist, as needed. – see 02/13/24 Council Report for details.	ongoing
090043	MS4 Coordination	\$19,400 (annual)	MS4 Coordination Services & Development	CBBEL completed good housekeeping inspections at the public works facility and fire station. Since re-fueling stations have been decommissioned at the fire station, we recommend that inspections be reduced to annually. CBBEL also completed a good housekeeping workshop for Town Public Works employees on February 9 th . – see 02/13/24 Council Report for details.	ongoing

Cedar Lake All Projects' Schedules

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