



TOWN COUNCIL PUBLIC MEETING AGENDA

April 2, 2024 - 7:00 PM

PLEDGE OF ALLEGIANCE

OPENING PRAYER

CALL TO ORDER/ROLL CALL:

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

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

PRESENTATION: Y2023 TIF Management Report

PUBLIC HEARINGS:

1. **Ordinance No. 1456**, Public Way Vacation Continued Public Hearing – Rago
(Deferred at initial Public Hearing on 4/27, 6/20, 7/18, 8/1, 8/15, 10/3, 12/19/2023, 01/02, 2/6, 3/5, and 3/19/2024)

PUBLIC COMMENT *(on agenda items)*:

CONSENT AGENDA:

1. **Minutes:** March 5, 2024
2. **Claims:** All Town Funds: \$215,443.65; Wastewater Operating: \$171,372.13; Water Utility: \$51,115.70; Storm Water: \$ 10,206.23; and Payroll: March 28, 2024 and April 1, 2024 – \$291, 699.31

ORDINANCES/RESOLUTIONS:

1. **Resolution No. 1347** – 2024 Summerfest Resolution *(Deferred on 2/6, 2/20, and 3/19/2024)*
2. **Resolution No. 1350** – Farmers Market Coordinator Agreement *(Deferred on 3/19/2024)*

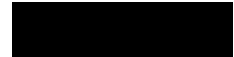
PUBLIC COMMENT:

BZA/PLAN:

1. **2024-06 James BZA Variance of Use** – Unfavorable Recommendation from the BZA at March 14, 2024 meeting.
2. **Oak Brook Unit 1** -Performance Letter of Credit extension

OLD BUSINESS:

1. Consideration to establish a Metropolitan Police Commission and a Metropolitan Fire Commission and consider eliminating the current Board of Safety *(Deferred on 2/20, 3/5, and 3/19/2024)*



NEW BUSINESS:

1. **Acceptance of easement** for 13941 Morse St. Cedar Lake, IN 46303
2. **Approval of Public Works** rehabilitation of freightliner truck and authorize the Clerk-Treasurer to advertise an additional appropriation.
3. **Appointment** of Board of Safety member
4. **Approval** to sell decommissioned 2014 dodge charger utilizing govdeals.com (approved by Board of Safety on March 27, 2024)

REPORTS:

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

WRITTEN COMMUNICATION:

PUBLIC COMMENT:

ADJOURNMENT:

PRESS SESSION:

NEXT MEETING: Tuesday, April 16, 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.

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1456

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

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

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

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

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

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

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

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

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

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

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

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

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

Town Council President

Vice-President

Member

Member

Member

Member

Member

ATTEST:

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

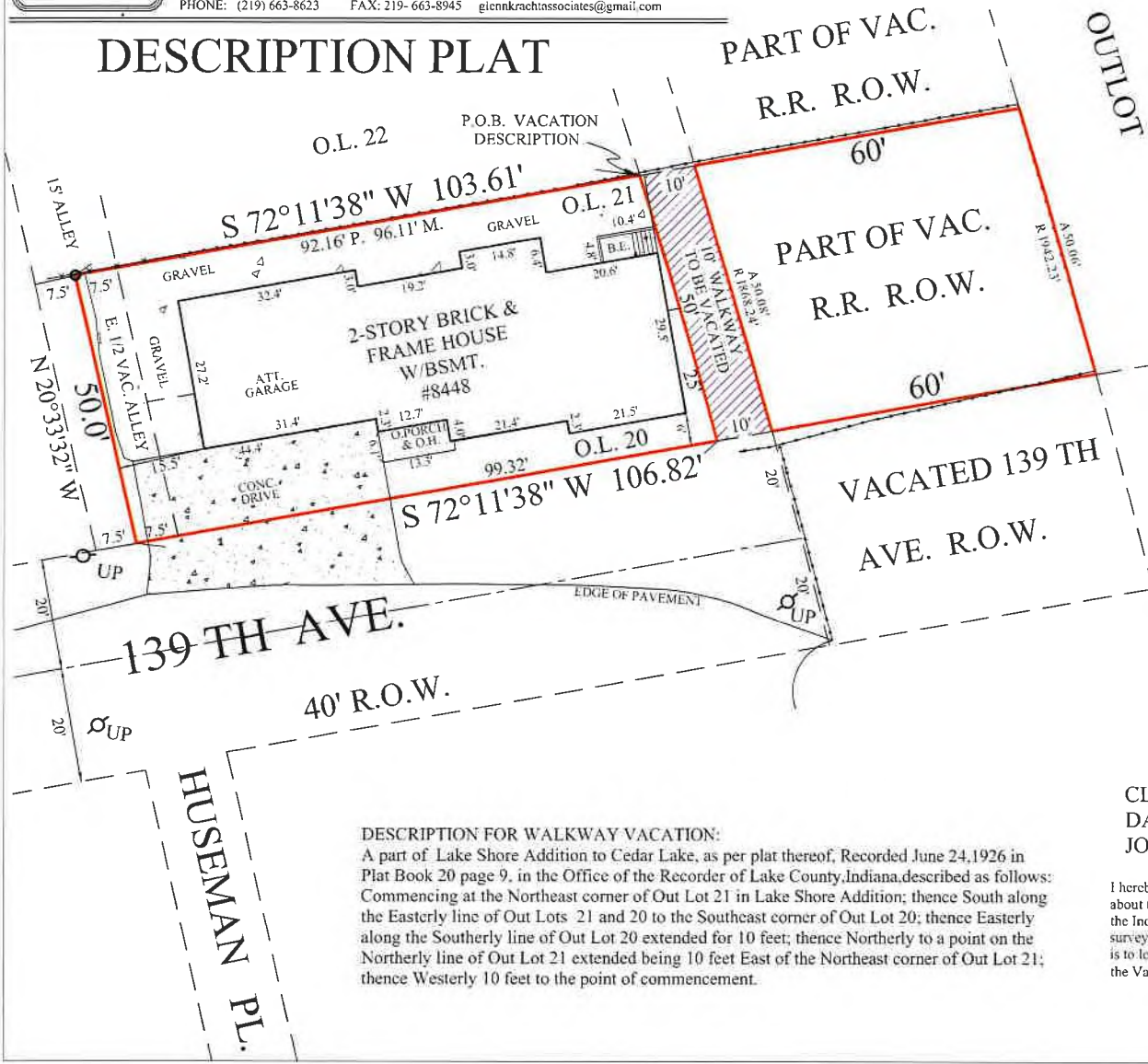
EXHIBIT A



GLENN KRACHT ASSOCIATES

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

DESCRIPTION PLAT



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

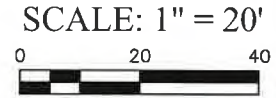
PROPERTY ADDRESS:
 8448 W. 139TH AVENUE CEDAR LAKE, IN 46303

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

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



CLIENT: [REDACTED]
 DATE: NOVEMBER 14, 2023
 JOB NO. : 236438



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

Glenn H. Kracht
 IN Registered Surveyor No. 9400001



Town of Cedar Lake

Public Way Vacation Application

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

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

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

Property Owner(s) Information	Petitioner(s) Information (If different than owner.)
Name(s) [REDACTED]	Name(s) SAME
Mailing Address 8448 W. 139th Ave.	Mailing Address
City, State, Zip Cedar Lake, IN 46303	City, State, Zip
Phone [REDACTED]	Phone
Alternate Phone N/A	Alternate Phone
Fax N/A	Fax

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

\$ [REDACTED]

[REDACTED]

STATE OF INDIANA)
) SS:
 COUNTY OF LAKE)

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

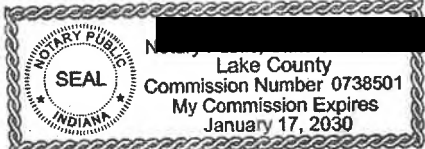
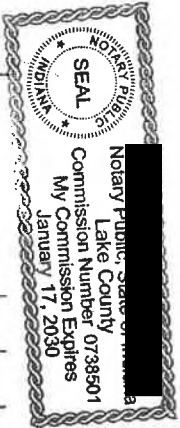
Sig [REDACTED]

[REDACTED]

ST [REDACTED]) SS:
 COUNTY OF LAKE)

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

[REDACTED]



Date: June 17, 2021 From: Jill J. Boganwright -Tabor
Subject: Request to Utilize Utility Easement Dept.: Survey & Land
To: [REDACTED] Re: [REDACTED]
8448 W. 139th Ave. Lake Shore Add. Outlots 20,21 & E.1/2 of
Cedar Lake, IN 46303 Vac. Adj Alley & Pt. of Vac. R/W Adj.

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

DEPICTION

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

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

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

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

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

Sincerely,

[REDACTED]
Jill J. Boganwright-Tabor
NIPSCO Survey and Land
Phone: [REDACTED]
E-Mail: [REDACTED]

EXHIBIT A



within this section shall be permitted
feeder and/or branch-circuit mast.

Section 225.17 provides the same rules for masts associated with and supporting overhead branch circuits and feeders as are required for masts associated with and supporting service drops in 230.28. A mast supporting an overhead branch circuit or feeder span is not permitted to support conductors of other systems, such as overhead conductor spans for signaling, communications, or CATV systems.

225.18 Clearance for Overhead Conductors and Cables

Overhead spans of open conductors and open multiconductor cables of not over 600 volts, nominal, shall have a clearance of not less than the following:

- (1) 3.0 m (10 ft) — above finished grade, sidewalks, or from any platform or projection from which they might be reached where the voltage does not exceed 150 volts to ground and accessible to pedestrians only
- (2) 3.7 m (12 ft) — over residential property and driveways, and those commercial areas not subject to truck traffic where the voltage does not exceed 300 volts to ground
- (3) 4.5 m (15 ft) — for those areas listed in the 3.7-m (12-ft) classification where the voltage exceeds 300 volts to ground
- (4) 5.5 m (18 ft) — over public streets, alleys, roads, parking areas subject to truck traffic, driveways on other than residential property, and other land traversed by vehicles, such as cultivated, grazing, forest, and orchard

225.19 Clearances from Buildings for Conductors of Not over 600 Volts, Nominal

(A) **Above Roofs.** Overhead spans of open conductors and open multiconductor cables shall have a vertical clearance of not less than 2.5 m (8 ft) above the roof surface. The vertical clearance above the roof level shall be maintained for a distance not less than 900 mm (2 ft)

roof race

Exception:
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(B) From
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other non
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(C) Horiz
than 900 m

(D) Final
shall comp

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less than 9
be opened
stairs, fire

Exception:
shall be pe
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(2) Vertica
spans above
of, platform
be reached

(3) Buildin
feeder cond
through ut

Margaret Abernathy

From: Rick Eberly
Sent: Tuesday, July 6, 2021 2:20 PM
To: council
Cc: Austgen Kuiper Jasaitis P.C.; Tim Kubiak
Subject: Rago request for property vacation

All,

██████████ has returned with his request for the vacation of the 10' public way that divides his lot. As you may recall he first approached the Town Council last October. You denied his request due to the existence of an electric three phase NIPSCO line in that public way that serves 2 or three properties to the north of his home. You advised him to get permission from NIPSCO to encroach into the public way and advised him that once he had that permission, he could come back to the council to renew the request.

He has gotten what is called a LONO (Letter Of No Objection) from NIPSCO. That is a letter stating that they would allow the encroachment as long as it doesn't interfere with the NIPSCO utility. I spoke directly to Jill Tabor of NIPSCO about this matter today. She was unaware that Mr. Rago was seeking a vacation of the public way. Had she known that she would have had him fill out an easement agreement allowing NIPSCO continued full use of the public way for the existing utility as well as any future upgrades to the utility. He then would have to file an encroachment agreement with NIPSCO in order to build his deck in the easement.

For our purposes we would need for him to get the public way vacated before we would issue a permit for the deck that he wants to add to his home since the deck would extend into property that he does not own. NIPSCO has no objection to the vacation or the construction of the deck as long as they are left with an easement and that the deck does not interfere with the utility.

I will advise ██████████ of this information.

Rick Eberly
Cedar Lake Town Manager
7408 Constitution Avenue
Cedar ██████████
██
██

INDEMNITY AGREEMENT

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

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

I.

LIABILITY, LOSS OR DAMAGE

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

II.

DURATION

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

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

III.

REQUIREMENT OF NOTICE TO INDEMNITOR

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

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

INDEMNITOR:

INDEMNITEE:

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

By: _____
JOHN RAGO

By: _____

Print Name: _____

By: _____
DORYS JEAN RAGO

Title: _____

Attest: _____
Jennifer Sandberg, Clerk-Treasurer

Date: 3/17/2023 - 3:02 PM

Design ID: 329856905716

Estimate ID: 88318

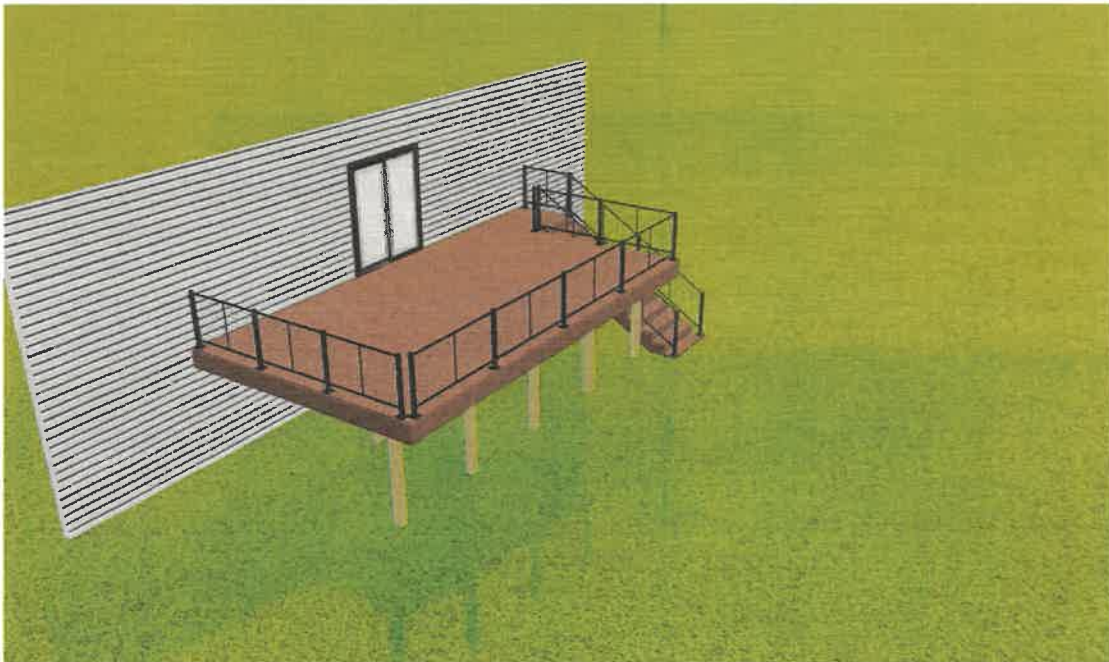
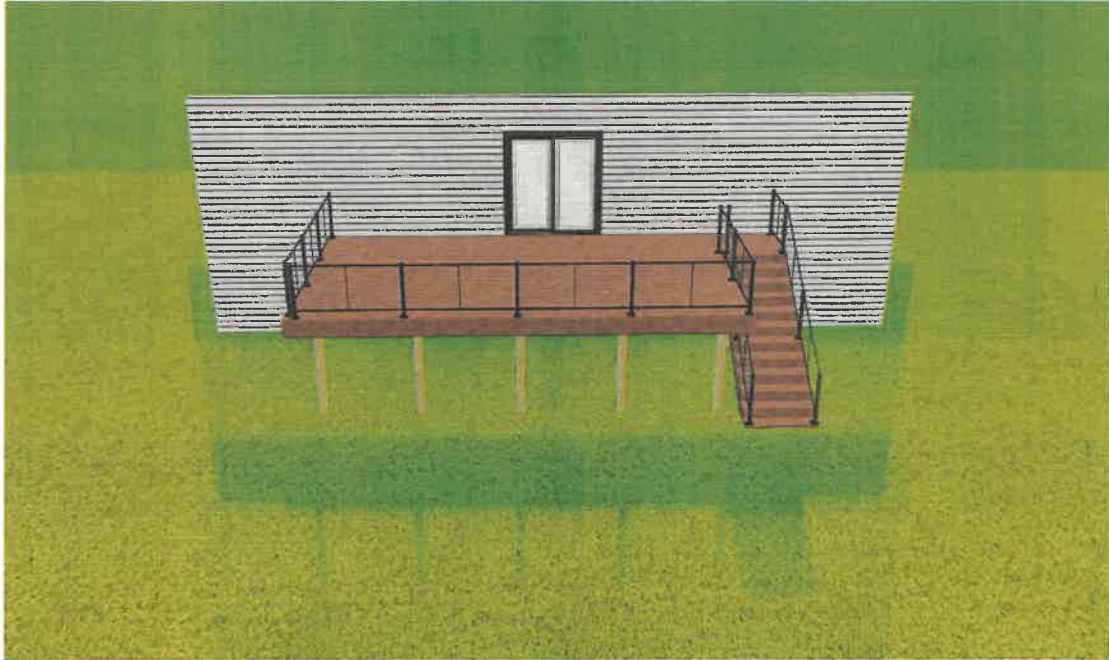
Estimated Price: \$19,025.33

**Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.*

MENARDS

Design & Buy™

DECK



For other design systems search "Design & Buy" on Menards.com

Date: 3/17/2023 - 3:02 PM
Design ID: 329856905716
Estimate ID: 88318
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MENARDS
Design & Buy™
DECK

How to recall and purchase your design at home:



OR

1. On Menards.com, enter "Design & Buy" in the search bar
2. Select the Deck Designer
3. Recall your design by entering Design ID: 329856905716
4. Follow the on-screen purchasing instructions

How to purchase your design at the store:

1. Enter Design ID: 329856905716 at the Design-It Center Kiosk in the Building Materials Department
2. Follow the on-screen purchasing instructions

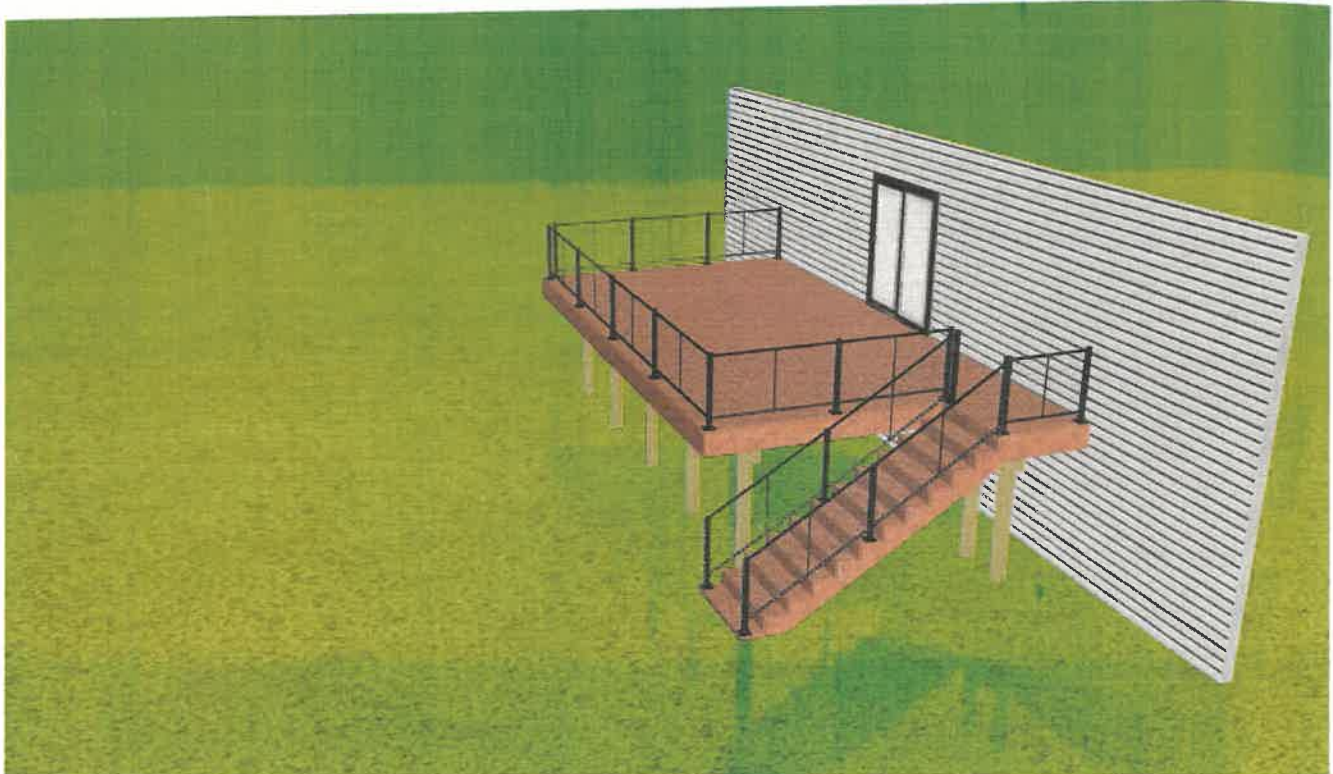


Illustration intended to show general deck size and shape. Some options may not be shown for picture clarity.

Estimated Price: \$19,025.33

**Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.*

Layout dimension sheets are intended as a construction aid. Not all options selected are shown.

Final design should be performed by a registered professional engineer to ensure all applicable building codes and regulations are met.

This is an estimate. It is only for general price information. This is not an offer and there can be no legally binding contract between the parties based on this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form. The availability of materials is subject to inventory conditions. MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by the guest. Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully. MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST. BECAUSE OF THE WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS.

For other design systems search "Design & Buy" on Menards.com

Date: 3/17/2023 - 3:02 PM

Design ID: 329856905716

Estimate ID: 88318

Estimated Price: \$19,025.33

**Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.*

MENARDS
Design & Buy™
DECK

Level 1

Height off the ground: 6' 6"

Width: 28' 6"

Length: 14' 0"

Joist Spacing: 12" On Center

Load Rating: 40 lbs

Stair 1

Height off the ground: 6' 6"

Width: 4' 0"

Length: 10' 1"

Decking

Deck Board Material Type: UltraDeck Fusion® 2.0

Deck Board: Rosewood 2.0

Deck Board Fastener: UltraClip Hidden Fastener Deck Clip

Framing

Framing Material Type: AC2 Green Treated

Joist: 2x12

Beam: 2x8

Framing Post: 6x6 Framing Post

Footing: 16" Poured Footing

Footing Depth: 48" Footing Depth

Incline Footing: 4 x 8 x 16 Solid Construction Block

Ledger Board Fastener Type: FastenMaster® LedgerLOK®

Joist Hanger Type: Galvanized Joist Hanger

Joist Hanger Fastener Type: Joist Hanger Fastener Nail

Cladding Material Type: Fusion 2.0 Cladding

Cladding: Rosewood Cladding

Railing

Railing Material Type: Cable Railing

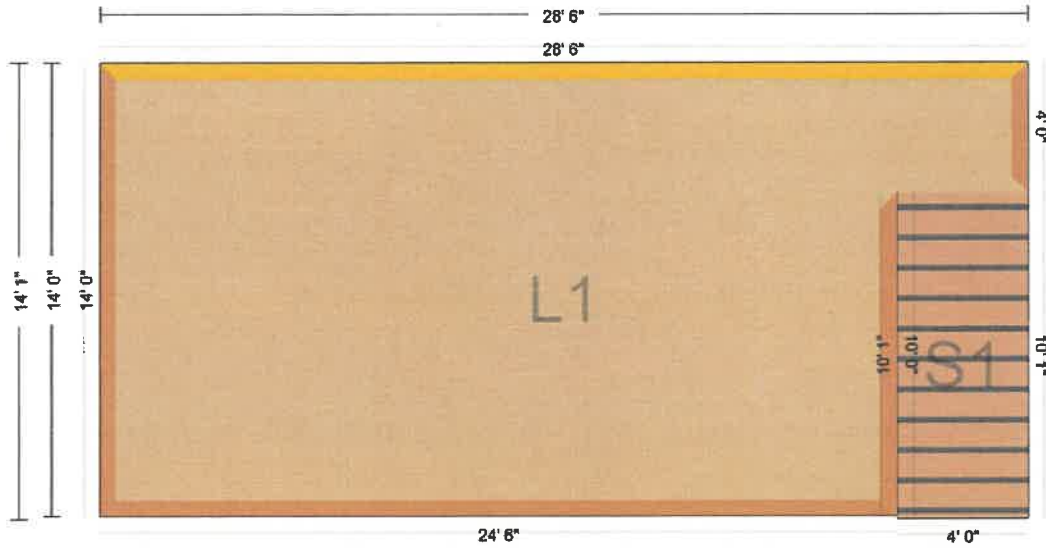
Railing Style: Black Feeney Rail

Cable End Cap: Dome

Date: 3/17/2023 - 3:02 PM
Design ID: 329856905716
Estimate ID: 88318
Estimated Price: \$19,025.33

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DECK



Deck Side Color Legend

	Open Side/No Railing		Railing
	Unattached Walls		Attached Walls

Illustration intended to show general deck size and shape. Some options may not be shown for picture clarity.

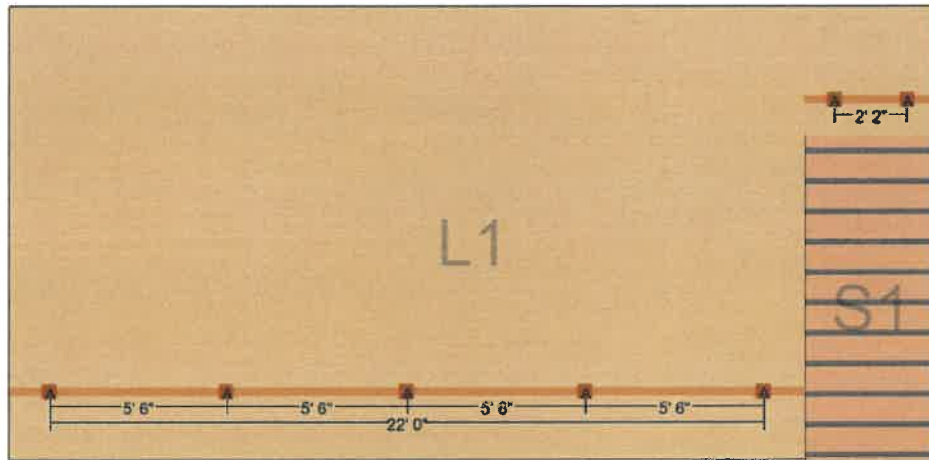
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Design ID: 329856905716
Estimate ID: 88318
Estimated Price: \$19,025.33

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L1 - Posts and Footings



Dimensions displayed are from center of post to center of post.

L1 - Framing Posts

Label	Post Size	Count
A	6 x 6	7

Date: 3/17/2023 - 3:02 PM

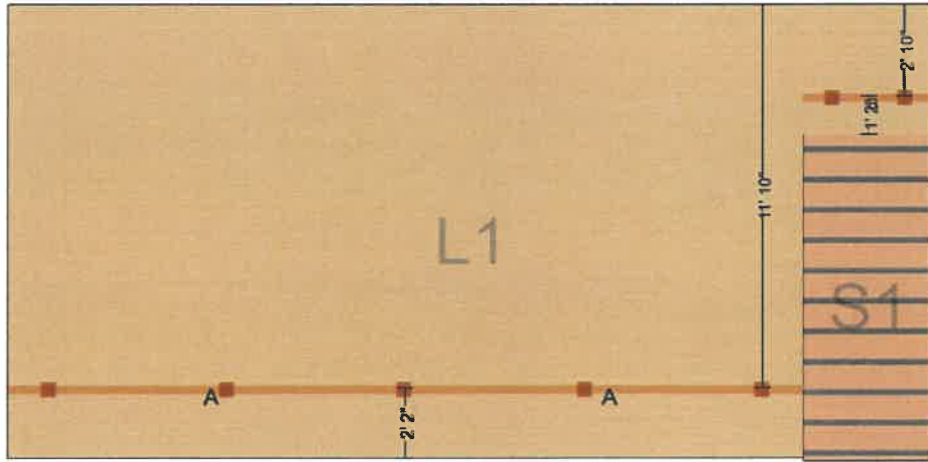
Design ID: 329856905716

Estimate ID: 88318

Estimated Price: \$19,025.33

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L1 - Beams



2 boards nailed together is 2 ply

L1 - Lumber: 2 ply - 2 x 8 AC2

Label	Length	Count
A	12' 3"	2
B	4' 0"	1

Date: 3/17/2023 - 3:02 PM

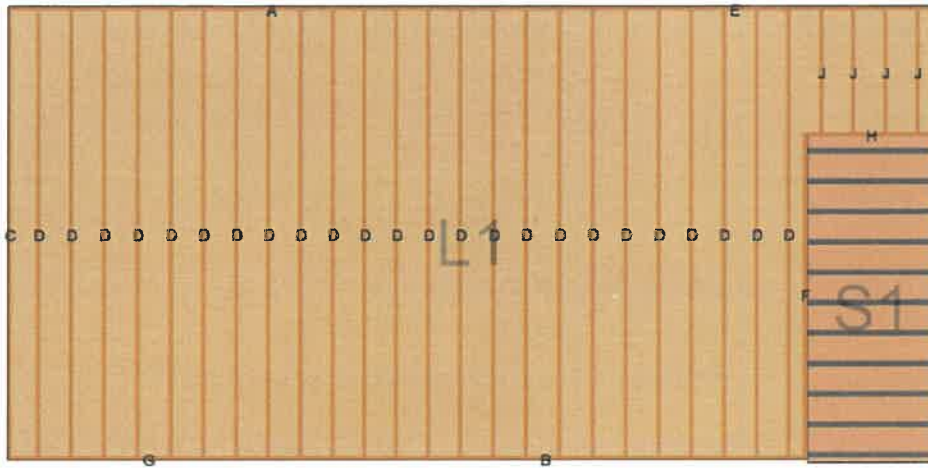
Design ID: 329856905716

Estimate ID: 88318

Estimated Price: \$19,025.33

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L1 - Joists



Lumber: 2 x 12 AC2

Joist Spacing: 12" on center

Label	Length	Count	Usage
A	16' 0"	1	Ledger Joist
B	16' 0"	1	Rim Joist
C	13' 9"	1	Rim Joist
D	13' 9"	24	Internal Joist
E	12' 6"	1	Ledger Joist
F	10' 0"	1	Rim Joist
G	8' 6"	1	Rim Joist
H	4' 0"	1	Rim Joist
I	3' 9"	1	Rim Joist
Label	Length	Count	Usage
J	3' 9"	4	Internal Joist

For other design systems search "Design & Buy" on Menards.com

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 Design ID: 329856905716
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 Estimated Price: \$19,025.33

**Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.*

L1 - Railing Posts

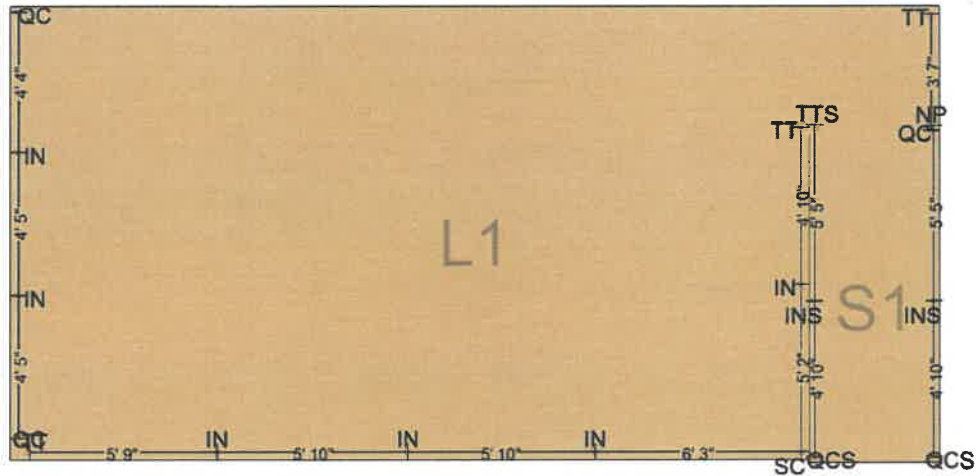


Illustration does not represent all available railing post placement options.
 Railing post dimensions are on center.

L1

Label	Count
TT - Threaded Terminal	3
IN - Intermediate	6
QC - Quick Connect	3
NP - Newel Pass Through	1
TTS - Threaded Terminal Stair	1
SC - Single Corner	1

S1

Label	Count
QCS - Quick Connect Stair	2
INS - Intermediate Stair	2

Date: 3/17/2023 - 3:02 PM

Design ID: 329856905716

Estimate ID: 88318

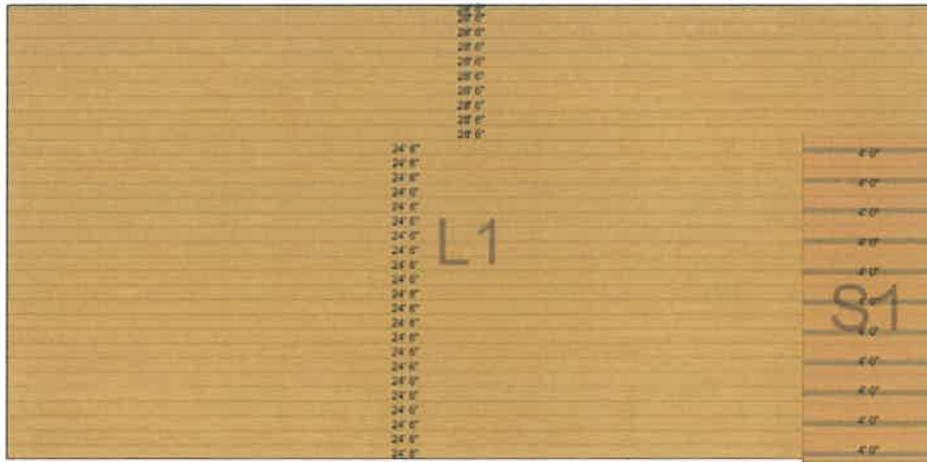
Estimated Price: \$19,025.33

**Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.*

MENARDS

Design & Buy™ DECK

L1 - Deck Boards and Treads



Lengths displayed are provided as general guide. The deck board lengths and/or quantities may need to be adjusted based on framing or the deck board splice pattern you prefer. Please confirm deck board lengths estimated and quantities prior to the start of your project.

Deck Board

Length	Count	Length	Count
24' 6"	22	28' 6"	10

Tread

	Length	Count
S1	4' 0"	11

Date: 3/17/2023 - 3:02 PM

Design ID: 329856905716

Estimate ID: 88318

Estimated Price: \$19,025.33

**Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.*

MENARDS

Design & Buy™ DECK

L1 - Stair Framing



S1 - Stringer

Label	Length	Count
A	11' 2"	7

Date: 3/17/2023 - 3:02 PM

Design ID: 329856905716

Estimate ID: 88318

Estimated Price: \$19,025.33

**Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.*

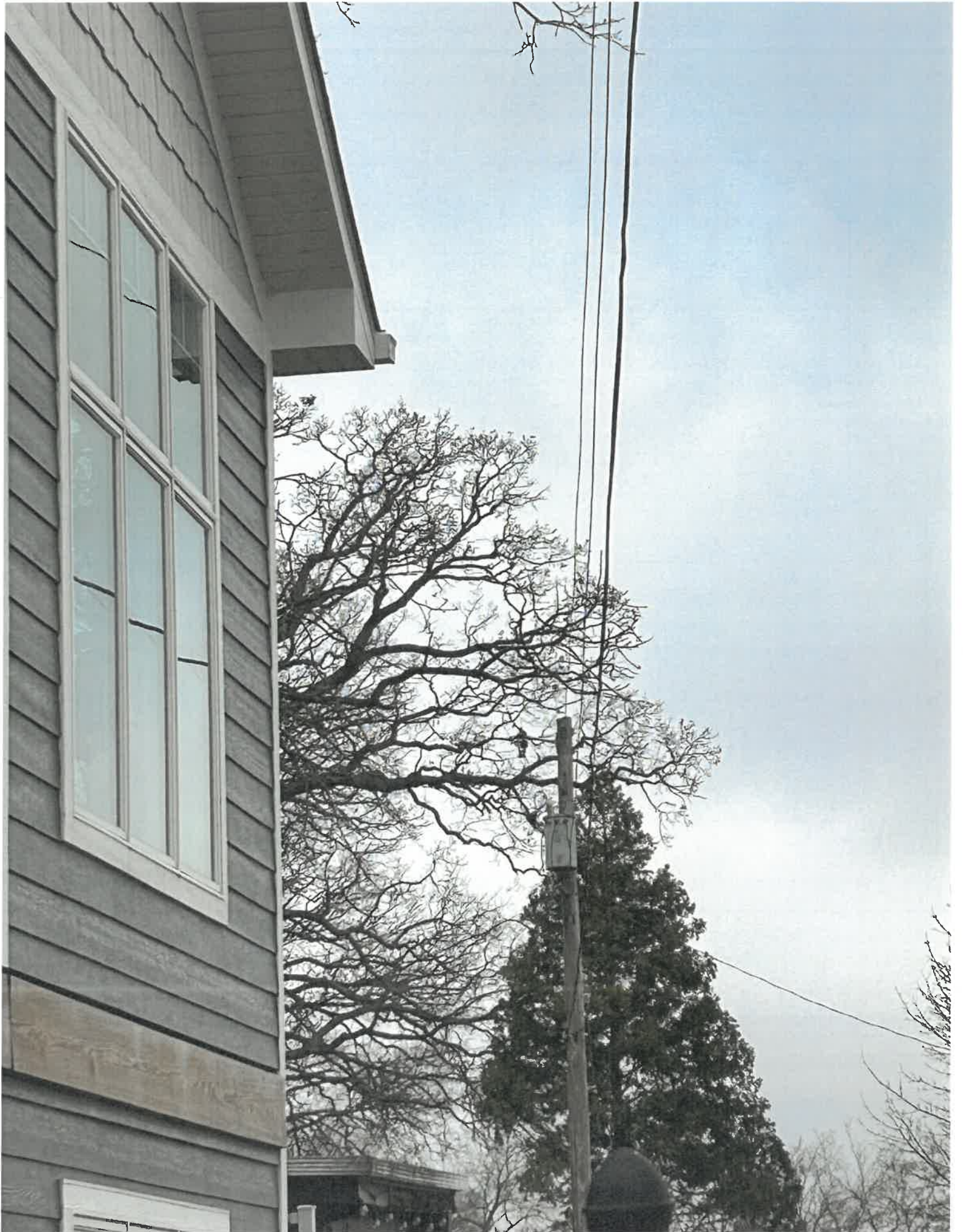


Additional Options

Deck Flashing: No Rolled Joist Flashing

Lattice/Skirting: None

Underdecking: No Underdecking







April 2, 2024

ALL TOWN FUNDS \$215,443.65

WASTEWATER OPERATING \$171,372.13

WATER UTILITY \$51,115.70

STORM WATER \$10,206.23

PAYROLL 3/28/24 and 4/1/24 \$291,699.31

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, in the Town of 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 the amount of TWO Thousand Dollars (\$2,000.00), representing payment of the amount of FIVE Hundred Dollars (\$500.00) 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, and attendees/invitees on at least two (2) nights, including, **JULY 5** and **JULY 6, 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 attendees/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/Park Building 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, Parks and Recreation 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 Five Hundred (**\$500.00**) Dollars 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 One Thousand Five Hundred (**\$1,500.00**) Dollars 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 \$2,000,000.00 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: Summerfest will maintain adequate insurance coverage under applicable law for the events to be conducted in the Y2024 Summerfest Event.

SECTION FIFTEEN: It is expressly acknowledged and stated that this Agreement is entered into by Cedar lake Summerfest Committee, Inc., after appropriate action of the members and/or authorized officers or representatives of the entity. The undersigned representative of Cedar lake Summerfest Committee, Inc., is a duly authorized representative to approve and make this Resolution.

SECTION SIXTEEN: This Resolution 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.

THIS SPACE INTENTIONALLY LEFT BLANK

SECTION SEVENTEEN: 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

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 Jeff Bunge, 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.

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

RESOLUTION NO. 1350

A RESOLUTION ESTABLISHING THE BASIS UPON WHICH THE TOWN OF CEDAR LAKE SHALL AUTHORIZE AND APPROVE THE CONDUCT OF A FARMER'S MARKET EVENT FOR THE Y2024 CEDAR LAKE FARMER'S MARKET SEASON, ENGAGE A FARMER'S MARKET COORDINATOR FOR SAME, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town of Cedar Lake, Lake County, Indiana (hereafter, the "Town"), and Region Social, LLC (hereinafter, "Contractor"), an Indiana Limited Liability Company, by and through its authorized representative, Kelly Dykstra, seek and intend to establish a Farmer's Market Event for the Y2024 Cedar Lake Farmer's Market Season, engage a Farmer's Market Coordinator, clarify and make public the relationship between the Town and Contractor for the Y2024 Cedar Lake Farmer's Market Season, 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 a designated portion of the Town Complex grounds, (hereafter, the "Complex"), located at Constitution and Morse Avenues, in the Town of Cedar Lake, Lake County, Indiana, for the conduct of the Y2024 Cedar Lake Farmer's Market Season, from **MAY 8, 2024**, through **OCTOBER 30, 2024**, inclusive, to be conducted on the second and fourth Wednesdays of each month, as well as the fifth Wednesday of May, July, and October, and each of these months, and provide Contractor exclusive rights to the scheduling of the Cedar Lake Farmer's Market Event at the Town Complex during the dates of said Farmer's Market events in consideration of payment by Contractor to the Town of Five (\$5.00) Dollars per vendor, per each held Farmer's Market event. The Contractor will be responsible for all communications with vendors, interested persons, and the like regarding each Farmer's Market event conducted. No rain dates will occur for Farmer's Market events.

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. The Town Manager will manage the schedule of the vendor position reserved for the Town.

In addition to the foregoing, the Town shall provide the Complex for such event from 9:00 a.m. until 9:00 p.m. on the days of Farmer's Market events to permit appropriate set-up and clean-up of said events, which actual public market hours will be from 3:00 p.m. until 8:00 p.m., from May through August and 3:00 p.m. until 7:00 p.m. in September and October, inclusive, in 2024.

SECTION TWO: The Town, by this Resolution, concurs and agrees that the Agreement with Contractor for Farmer's Market Events shall be through October 30, 2024. No further provisions for the Y2024 Farmer's Market Season are provided for by this Resolution except for the right of contracting by Contractor for its appropriate vendors for Y2024. All other matters herein relate exclusively and specifically to the conduct of the Y2024 Farmer's Market Season.

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, Parks and Recreation Department, and Department of Public Works in the preparation and cleanup, prior to and following the Farmer's Market events. The Town grants permission to Contractor to make necessary repairs and/or alternations to the in-ground electrical system at the expense of Contractor, provided it is undertaken and completed in conformance with all applicable codes and regulations, and with lawful permitting and inspections. Other responsibilities of the Town and Contractor are identified in Exhibit B attached hereto.

SECTION FOUR: 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 Events.

SECTION FIVE: The Contractor shall be responsible for any damage to TOWN property resulting from its operation of the Farmer's Market Events, other than normal wear and tear.

SECTION SIX: The Contractor will be responsible for securing and obtaining all necessary permits, as well as health department inspections and/or approvals required for the Farmer's Market Events. It will be the responsibility of the Contractor to ensure all licensing, permits, etc. are maintained. Copies are to be provided to the Town Manager by the Contractor upon request by the Town.

SECTION SEVEN: 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.

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

SECTION NINE: Additional responsibilities of the Town and Contractor are as set forth in Exhibit B attached hereto.

SECTION TEN: Contractor shall pay the amount of Five (**\$5.00**) Dollars per vendor per each Farmer's Market Event held, with said payment due on the date of each event to the Town Clerk-Treasurer. Alternatively, the Town may collect the fees and applications for vendors and pay Contractor less the agreed upon fee of Five (\$5.00) Dollars per vendor per event held.

SECTION ELEVEN: Contractor 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 Farmer's Market Season.

SECTION TWELVE: Contractor shall provide to the Town a Certificate of Insurance naming jointly the Contractor 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. Contractor 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 Farmer's Market events.

SECTION THIRTEEN: Notwithstanding all of the foregoing in this Y2024 Cedar Lake Farmer's Market Event/Coordinator 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 Farmer's Market Season 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 FOURTEEN: It is recognized that the Members, Directors, Representatives and Volunteers working with Farmer's Market events are Volunteers and/or Independent Contractors 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 Farmer's Market Season and Events.

SECTION FIFTEEN: It is expressly acknowledged and understood by the Town and Contractor that the Contractor is a retained Independent Contractor for the purposes of this Resolution and the services for which this Resolution is entered. 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.

SECTION SIXTEEN: 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:
Region Social, LLC
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

SECTION SEVENTEEN: Coordinator will maintain adequate insurance coverage under applicable law for the events to be conducted in the Y2024 Farmer's Market Season, as deemed acceptable to the Town.

SECTION EIGHTEEN: The Contractor shall perform the work contemplated by this Resolution at its own risk. The Contractor assumes all responsibility for the condition of tools, equipment, and materials utilized in the performance of this Resolution. 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 Resolution, 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.

SECTION NINETEEN: Without cause, either Party hereto may terminate this Resolution after giving five (5) days prior notice as specified in SECTION SIXTEEN, 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.

SECTION TWENTY: It is expressly acknowledged and stated that this Agreement is entered into by Region Social, LLC, an Indiana Limited Liability Company, after appropriate action of the members and/or authorized officers or representatives of the entity. The undersigned representative of Region Social, LLC, is a duly authorized representative to approve making this Resolution.

SECTION TWENTY-ONE: This Resolution 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.

THIS SPACE INTENTIONALLY LEFT BLANK

SECTION TWENTY-TWO: 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 REGION
SOCIAL, LLC, REPRESENTATIVE, THIS _____ DAY OF _____, 2024.**

REGION SOCIAL, LLC

Authorized Representative

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 Jeff Bunge, 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 Lot attendant to direct traffic
- Signage
- Restroom Maintenance
- Restroom Supplies
- Communication with Vendors, interested persons and the like
- Garbage and site clean up
- Site review the morning following each Event
- 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.
- Will allow the use of public restrooms during event hours, with said restrooms to be maintained by Contractor.
- Use of dumpster and trash cans; however, all garbage shall be maintained by Contractor.

STATE OF INDIANA)
)
COUNTY OF LAKE)

SS:

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

CERTIFICATION

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

PETITIONER: [REDACTED]

OWNER: [REDACTED]

PROPERTY VICINITY: 13328 EDISON STREET, CEDAR LAKE, IN 46303

**PETITION FOR VARIANCE OF USE
BZA CASE #2024-06**

Pursuant to the provisions of applicable law, the Board of Zoning Appeals of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the “BZA”), by its duly designated representative, CERTIFIES its UNFAVORABLE RECOMMENDATION to the Cedar Lake Town Council on the application of Owner, for and on behalf of Petitioner, Michael James, for the **Variance of Use** being applied for from Town Zoning Ordinance No. 1402 Chapter 6.2 R-2 Zoning District, as same is amended from time to time, to permit the Petitioner to convert a single-family house into a two-unit residence on a lot in an R-2 Zoning District classification parcel. The property’s common address is 13328 Edison Street, Cedar Lake, Lake County, Indiana, and is legally described as:

Legal Description:

The South 8 feet of Lot 18 and all of Lots 19 and 20, in Block 3, in Plat “F”, the Shades, in the Town of Cedar Lake, as per plat thereof, recorded in Plat Book 11, page 17, in the Office of the Recorder of Lake County, Indiana.

[REDACTED]

This UNFAVORABLE RECOMMENDATION Certification of the BZA to the Town Council is approved by a vote of 5 in favor, and 0 against, upon motion duly made and seconded, and is expressly based upon the following terms and conditions imposed and included by the BZA at the public hearing held on March 14, 2024, for the **Variance of Use** applied for, namely:

- A. That a copy of the approved Public Meeting Minutes for this petition, of which the hearing was held on March 14, 2024, and is attached hereto as Exhibit “A”.

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

1. That a second residential use of is not recommended to be approved following this Public Hearing proceedings;
2. That denial consideration is recommended based on the evidence in the proceedings herein;
3. That approval will be injurious to the public health, safety, morals, and general welfare of the Town;
4. That use and value of the area adjacent to the property included in the Variance of Use will be affected in a substantially adverse manner;
5. That the need for the Variance of Use does not arise from identified conditions peculiar to the property involved;
6. That the strict application of the terms of the Zoning Ordinance, as amended from time to time, does not constitute an unnecessary hardship if applied to the property for which the Variance(s) of Use are sought; and
7. The approval interferes substantially with the Comprehensive Master Plan of the Town.

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

By: _____
John Kiepura, Chairman

ATTEST:

Cheryl Hajduk, Recording Secretary



Corporate Center
9204 Columbia Avenue
Munster, Indiana 46321
219.836.4400

April 8, 2024

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

Gentlemen:

Peoples Bank, at the request of Cedar Lake Residential LLC has provided its Irrevocable Standby [REDACTED] which is attached hereto in the amount of [REDACTED] dated April 8, 2024 in your favor. This will certify that Paul Rodriguez, VP, Business Banker, is authorized to provide and execute the attached Credit, that the signature appearing on said Credit is authentic, and that the Bank has complied with all banking laws and requirements and other laws in connection with the issuance of such Credit.

Sincerely,

[REDACTED]
[REDACTED]
Chief Business Banking Officer

Attachment: [REDACTED]

GB/ns



Corporate Center
9204 Columbia Avenue
Munster, Indiana 46321
219.836.4400

IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER'S NAME & ADDRESS:

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

Telephone: 219-853-7500

Email: [REDACTED]

APPLICANT

[REDACTED]

BENEFICIARY:

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

Telephone: 219-374-7400

SUBDIVISION/DEVELOPMENT AT ISSUE:

Oak Brook, Phase 1
129th Avenue, Cedar Lake, IN 46303

Irrevocable Letter of Credit Number:

[REDACTED]

[REDACTED]

Issuance Date: [REDACTED]

Expiration Date: [REDACTED]

Ladies and Gentlemen:

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

[REDACTED]

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

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

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

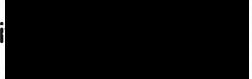
Partial and Multiple Drawings. Partial and multiple drawings are permitted under this Credit. The aggregate amount available under this Credit at any time shall be the Total Amount of this Credit, less the aggregate amount of all partial drawings previously paid to Beneficiary at such time.

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

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

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

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



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

Sincerely,

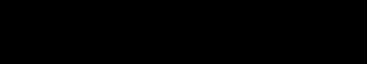
PEOPLES BANK



By: 
Business Banker

CERTIFICATION

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

SIGNED AND DATED THIS 

Sincerely,

ISSUER: PEOPLES BANK

BY: 


Business Banker

EXHIBIT A
SIGHT DRAFT FOR IRREVOCABLE STANDBY LETTER OF CREDIT
REGARDING OAK BROOK PHASE 1

DATE: _____

RE: IRREVOCABLE STANDBY LETTER OF CREDIT [REDACTED]

APPLICANT: [REDACTED]

ISSUER:

Peoples Bank
9204 Columbia Avenue
Munster, Indiana 46321
Attention: Commercial Loan Department
Telephone : [REDACTED]
Email: [REDACTED]

BENEFICIARY:

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

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

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

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

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

TOWN OF CEDAR LAKE

By: _____

Name: _____

Title: _____

EXHIBIT B
LETTER OF CREDIT REDUCTION APPROVAL FOR
OAK BROOK PHASE 1

DATE: _____

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

Number: _____
Date of Issuance: _____
Current Total Amount: _____
Current Expiration Date: _____

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

APPLICANT: _____

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

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

TOWN ENGINEER: _____

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

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

Beneficiary - Town of Cedar Lake

NAME OF TOWN ENGINEER

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Applicant - Cedar Lake Residential LLC

By: _____
Name: _____
Title: _____

EXHIBIT B (Continued)

**WORKSHEET FOR REVISED AMOUNT OF IRREVOCABLE STANDBY LETTER OF CREDIT
FOR OAK BROOK PHASE 1 SUBDIVISION**

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

ILOC Reduction Request #: _____

Original ILOC Amount: \$ _____

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

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

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

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

PERMANENT DRAINAGE and UTILITY EASEMENT

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

GRANTOR states and represents that they own and have title to certain Real Estate located in Cedar Lake, Lake County, Indiana, and now 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

Commonly Known as: 13941 Morse 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 at 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 herei)

Commonly Known as: 13941 Morse 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 utilities, 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 22 day of March, 2024.

GRANTOR

[Redacted]
Hansel A. Steuer
[Redacted]

Printed Name

J
[Redacted]

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

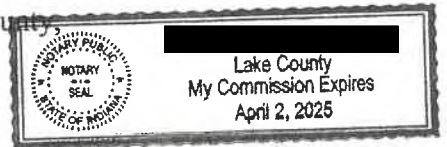
Before me, the undersigned, a Notary Public in and for said County and State, on this 22 day of March, 2024, personally appeared Hansel A. Steuer and Joyce A. Oliphant, Husband, and Wife, as GRANTOR, who acknowledged the execution of the foregoing Permanent Drainage and Utility Easement Agreement as their voluntary act and deed.

IN WITNESS WHEREOF, I have [Redacted]

My Commission Expires:

[Redacted]

[Redacted] Notary Public
Resident of Lake County,
State of Indiana



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

My Commission Expires:

[Redacted]

[Redacted] Notary Public
Resident of Lake County,
State of Indiana



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, as 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.

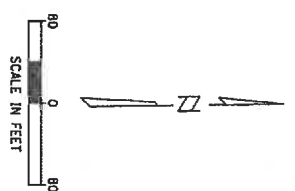
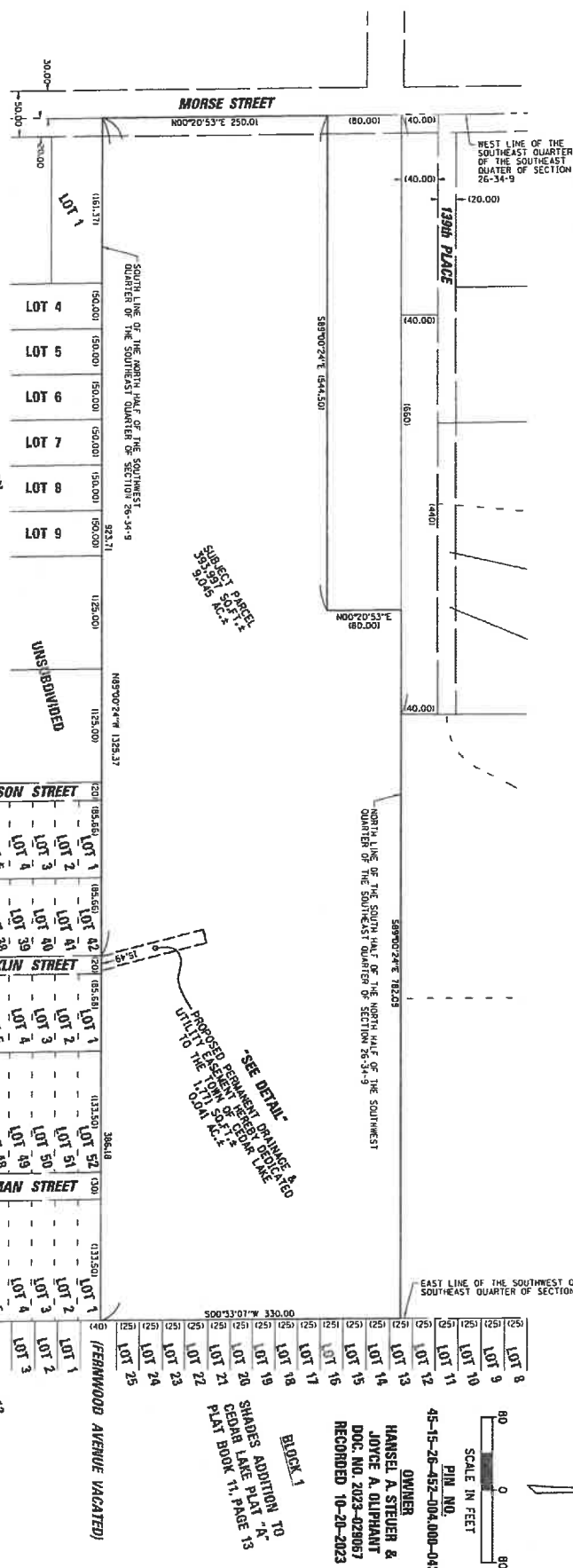
LEGAL DESCRIPTION (PERMANENT DRAINAGE AND UTILITY EASEMENT):

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 42 IN HALLEY'S CEDAR LAKE SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 21, PAGE 55; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 42 EXTENDED EASTERLY HAVING AN ASSUMED BEARING OF SOUTH 89 DEGREES 00 MINUTES 24 SECONDS EAST, 1.01 FEET, SAID NORTH LINE ALSO BEING THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26 TO THE POINT OF BEGINNING; THENCE NORTH 13 DEGREES 28 MINUTES 37 SECONDS WEST, 116.13 FEET; THENCE NORTH 76 DEGREES 31 MINUTES 23 SECONDS EAST, 15.00 FEET; THENCE SOUTH 13 DEGREES 28 MINUTES 37 SECONDS EAST, 120.00 FEET TO A POINT ON SAID SOUTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26; THENCE NORTH 89 DEGREES 00 MINUTES 24 SECONDS WEST, 15.49 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

EASEMENT EXHIBIT

- LEGEND**
- 00.00 MEASURED
 - 100.00 RECORDED
 - PROPERTY LINE
 - R.O.W. LINE
 - 1/4 SECTION LINE
 - ABANDONED/EXTENSION LINE
 - PROPOSED EASEMENT LINE

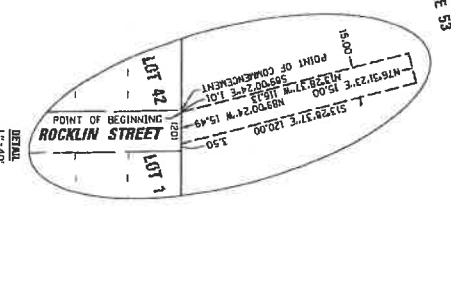


- GENERAL NOTES:**
1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
 2. ONE THOSE BUILDING, THE SETBACKS AND EASEMENTS WHICH ARE SHOWN ON THIS PLAN ARE SUBJECT TO THE RECORDS OF THE LOCAL JURISDICTION FOR OTHER RESTRICTIONS.
 3. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS EXHIBIT AND REPORT ANY DISCREPANCIES TO THE SURVEYOR AT ONCE.
 4. NO DIMENSIONS SHALL BE DERIVED FROM BOLE MEASUREMENT.
 5. CONTAMINATION/ENCUMBRANCE SHALL NOTIFY INDIVIDUALS AT 1:00P-3:00P AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK.
- SURVEYOR NOTES:**
1. BEARINGS ARE FOR ANGIJAN REFERENCE ONLY AND ARE NOT RELATED TO TRUE OR MAGNETIC NORTH.
 2. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A SEARCH OF THE RECORDS.
 3. PROPERTY IS SUBJECT TO RIGHTS OF THE PUBLIC, THE STATE OF INDIANA, AND ANY FEDERAL AGENCIES TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR PUBLIC 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.
DRAWN	AJK	080015-00005
CHECKED	JRM	SHEET 1 OF 1
SCALE:	1" = 80'	DRAWING NO.
DATE:	01-22-2024	EASE060015-050





Cedar Lake Police

7408 Constitution • P.O. Box 305
Cedar Lake, IN 46303

Chief William T. Fisher



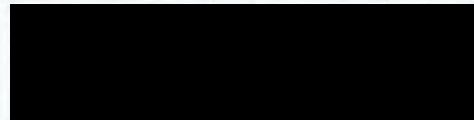
www.cedarlakein.org

OFFICE OF CHIEF OF POLICE

Council Members,

I am requesting to place a decommissioned 2014 dodge charger on auction utilizing govdeals.com. The vehicle has been decommissioned for its various problems, but most importantly the motor and electrical issues.

<u>Year</u>	<u>Vehicle</u>	<u>Mileage</u>	
2014	White Dodge Charger	just under 100,000	



This request was approved by the Board of Safety with a vote of 4 in favor and 0 against at the March 27, 2024 Board of Safety meeting.

Respectfully,



Chief of Police
Cedar Lake Police Department