



TOWN COUNCIL MEETING AGENDA May 21, 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

OATH OF OFFICE: Chief Bill Fisher: #62 Matthew Milan

PRESENTATION: Representative Mark Lopez from Frank Mrvan's office, Ethics Committee Report

PUBLIC HEARING:

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, 02/06, 03/05, 03/19, 04/02/2024)
 - a. Review of Legals
 - b. Opening Remarks
 - c. Reading of **Ordinance No. 1456**
 - d. Remonstrators
 - e. Town Council Discussion
 - f. Town Council Decision

PUBLIC COMMENT (*on agenda items*):

CONSENT AGENDA:

1. **Minutes:** April 2, 2024
2. **Claims:** All Town Funds: \$739,332.66; Wastewater Operating: \$280,588.27; Water Utility: \$83,980.72; Storm Water: \$17,469.48; Payroll: (April 25, 2024; May 1, 2024; and May 9, 2024) - \$669,218.38; and APR Remittances \$202,052.05
3. **Manual Journal Entries:** April 1 – April 30, 2024
4. **2024 Conflict of Interest Disclosure Agreement:** Barbara Littles

ORDINANCES/RESOLUTIONS:

1. Ordinance 1488 Regulations for Bus Vehicles and the Discharge of Passengers (2nd Reading Required)
2. Ordinance 1489 Special Events Amendment (2nd Reading Required)
3. Resolution No. 1353 Appropriation Transfer in the amount of **\$17,800.00**

BZA/PLAN COMMISSION:

1. Accept a Performance Letter of Credit Extension to November 19, 2024, **in the amount of \$212,835.71** for Beacon Pointe West, Unit 5. (Approved at Plan Commission 6-0 on 5/15/2024)
2. Accept a Performance Letter of Credit Extension to June 14, 2025, **in the amount of \$4,430.25** for KNR – Perez (Approved at Plan Commission 7-0 on 5/15/2024)
3. Accept a Performance Letter of Credit Extension to May 24, 2025, **in the amount of \$373,557.25** for Hanover Community School Corporation. (Approved at Plan Commission 7-0 on 5/15/2024)
4. Accept a Performance Letter of Credit to expire on April 22, 2025, **in the amount of \$473,445.50** for 141 Partners LLC. (Self-Storage Development) (Approved at Special Plan Commission 7-0 on 5/1/2024)

NEW BUSINESS:

1. Approve and accept the Training Reimbursement agreement for Police Department- Police Officer Matthew Milan
2. Disbursement Request No. 13 from the 2022A Construction Fund for the Police Department Project in **the amount of \$360,609.81**
3. Disbursement Request No. 12 from the 2022B Construction Fund for the Fire Department Project in **the amount of \$816,038.18**
4. Approve Capital Improvements Plan
5. Consider Approving new Fire Department Full-Time Firefighter/EMT Jena Reynhout (*Favorable recommendation (3-1) from the Board of Safety on April 24, 2024*)
6. Rescind offer of Full-Time Employment offer to Mark Whitlock. (*Favorable recommendation (4-0) from the Board of Safety on April 24, 2024*)
7. Approve Posting a Notice to Accept Applications for a Mechanic
8. Approve Placement Agreement for a full-time ATM in the Police station (Speaker present- Phil)

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

UPDATE/DISCUSSIONS:

Morse Street water line extension

WRITTEN COMMUNICATION:

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

PUBLIC COMMENT:**ADJOURNMENT:****PRESS SESSION:**

NEXT MEETING: Tuesday, June 4, 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

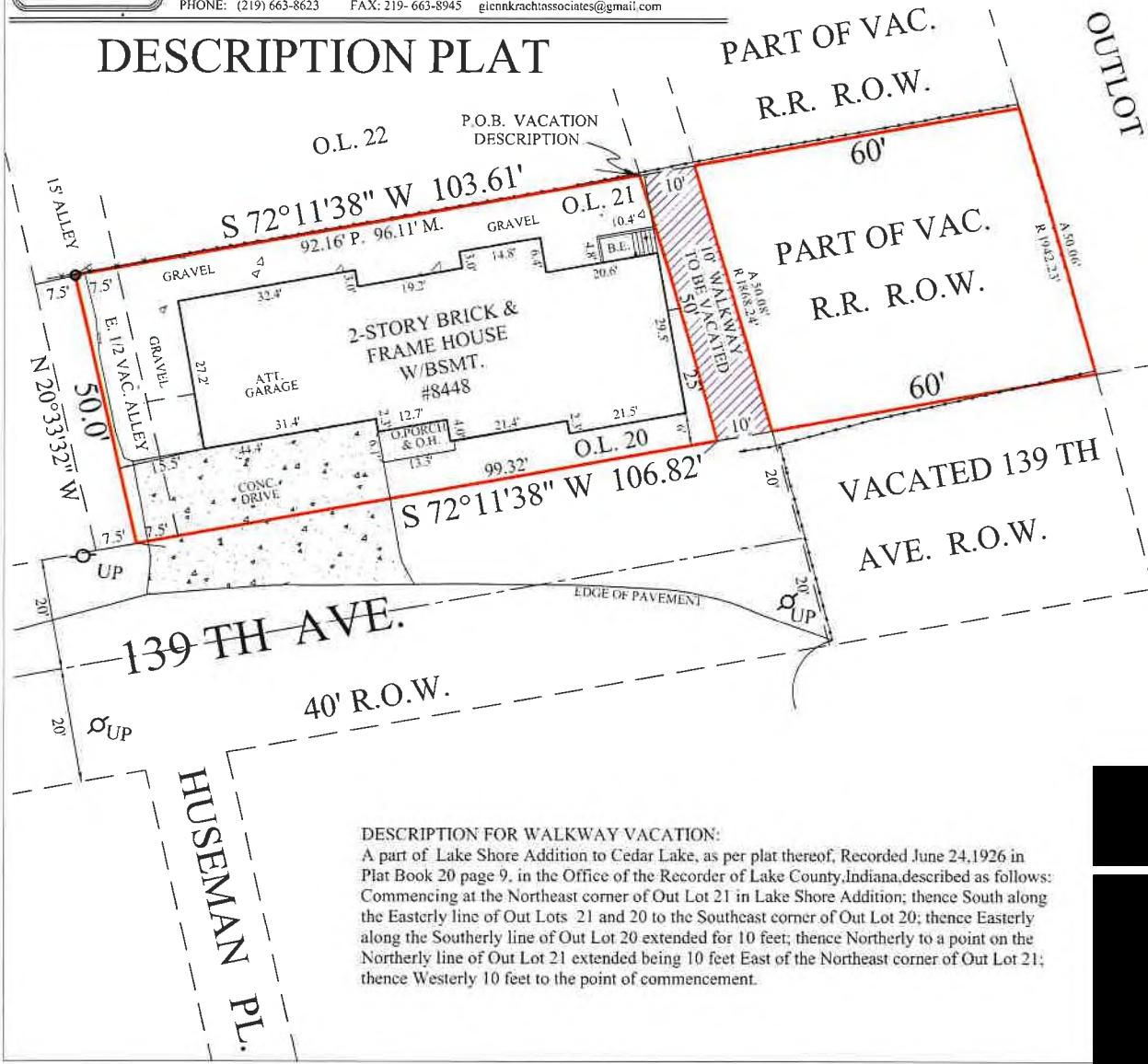
EXHIBIT A



GLENN KRACHT ASSOCIATES

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

DESCRIPTION PLAT

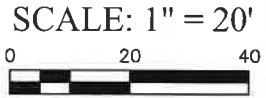


PROPERTY ADDRESS:
 8448 W. 139TH AVENUE CEDAR LAKE, IN 46303

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

NORTH



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.



Town of Cedar Lake

Public Way Vacation Application

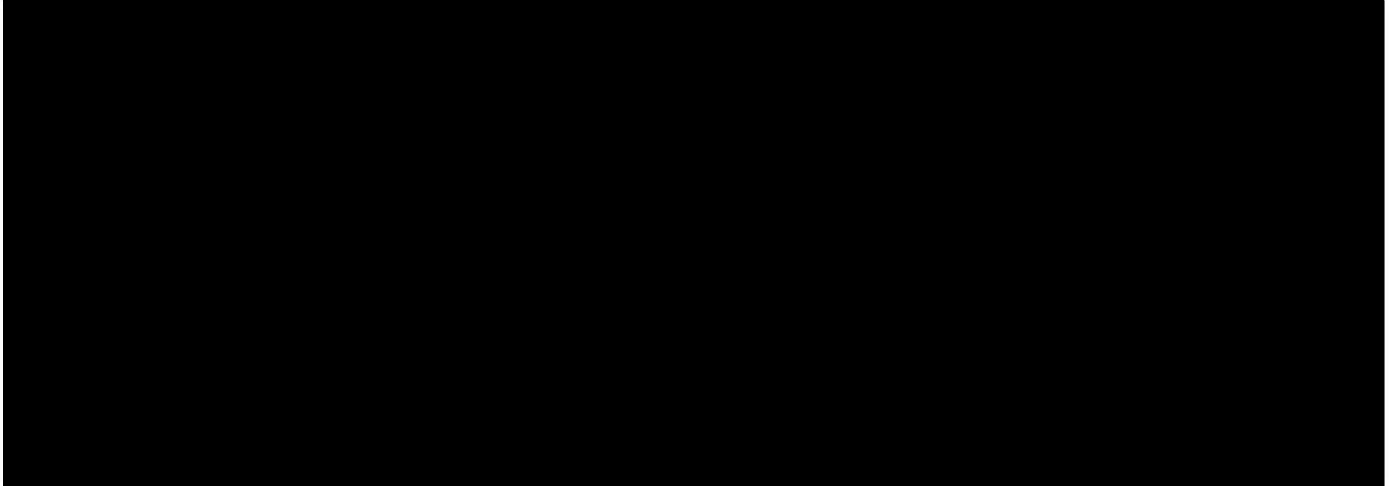
1. List the street name and block or general vicinity of the public way vacation request.
8448 w. 139th Avenue

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

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

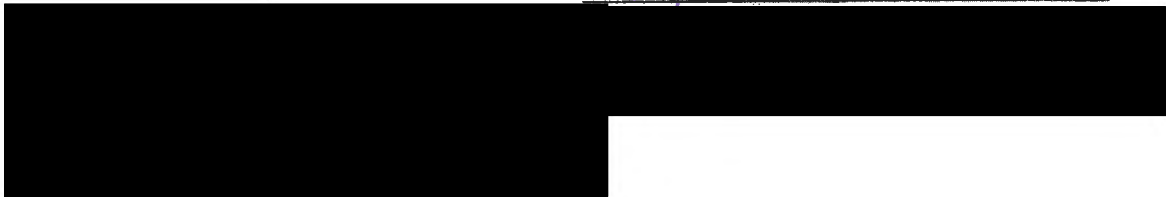
Property Owner(s) Information	Petitioner(s) Information (If different than owner.)
Name(s) [REDACTED]	Name(s) SAME
Mailing Address 8448 W. 139th Ave.	Mailing Address
City, State, Zip Cedar Lake, IN 46303	City, State, Zip
Phone [REDACTED]	Phone
Alternate Phone N/A	Alternate Phone
Fax N/A	Fax

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.



COUNTY OF LAKE)

Subscribed and sworn to before



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

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

DEPICTION

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

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

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

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

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

[REDACTED]
Jill J. Boganwright-Tabor
NIPSCO Survey and Land
[REDACTED]

within this section shall be permitted for
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 (3 ft) from the

roof race

Exception:
cal clearances
not apply
are attached

(B) From signs, chimneys, or other nonvertical, down to 900 mm (3 ft)

(C) Horizontal clearance less than 900 mm (3 ft)

(D) Final clearance shall comply with

(1) Clearances shall be maintained where they supply power to be attached to less than 900 mm (3 ft) shall be opened stairs, fire

Exception:
shall be permitted.

(2) Vertical clearance above spans above roofs, of, platforms, shall be reached

(3) Buildings shall be maintained for a distance not less than 900 mm (3 ft) from the

Margaret Abernathy

From: [REDACTED]
Sent: Tuesday, July 6, 2021 2:20 PM
To: council
Cc: [REDACTED]
Subject: Rago request for property vacation

All,

[REDACTED] 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 [REDACTED] of this information.

Rick Eberly
Cedar Lake Town Manager
7408 Constitution Avenue
Cedar Lake, IN 46303

[REDACTED]
Phone: 219-374-7400 Ext. 119

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: _____



By: _____

Print Name: _____

By: _____



Title: _____

Attest: _____

Jennifer Sandberg, Clerk-Treasurer

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

Design ID: 329856905716

Estimate ID: 88318

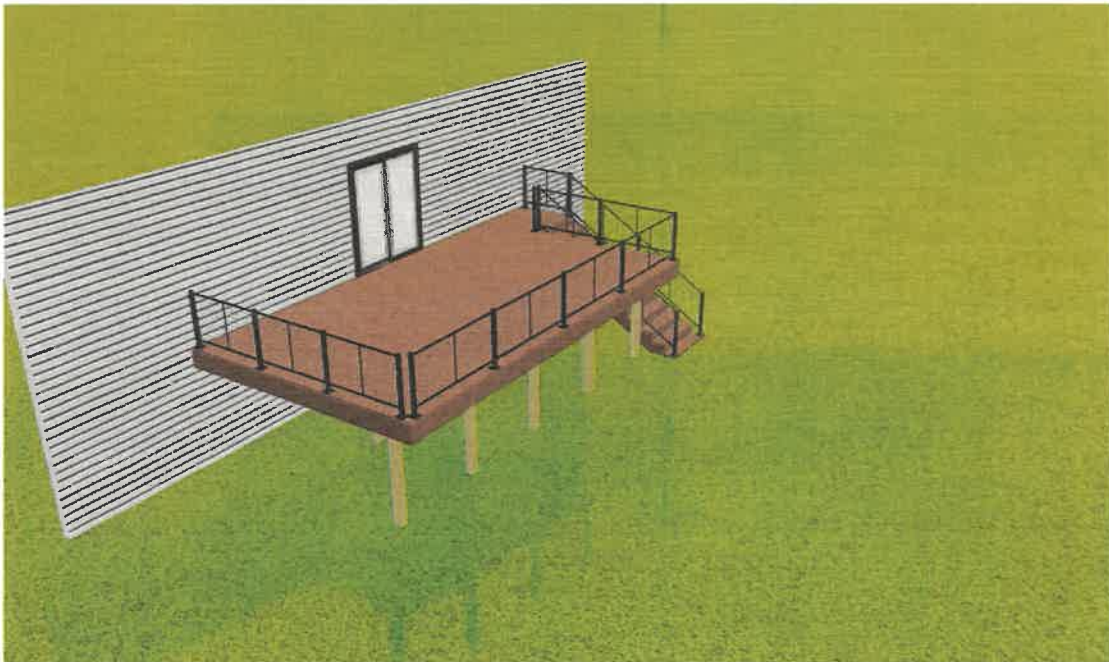
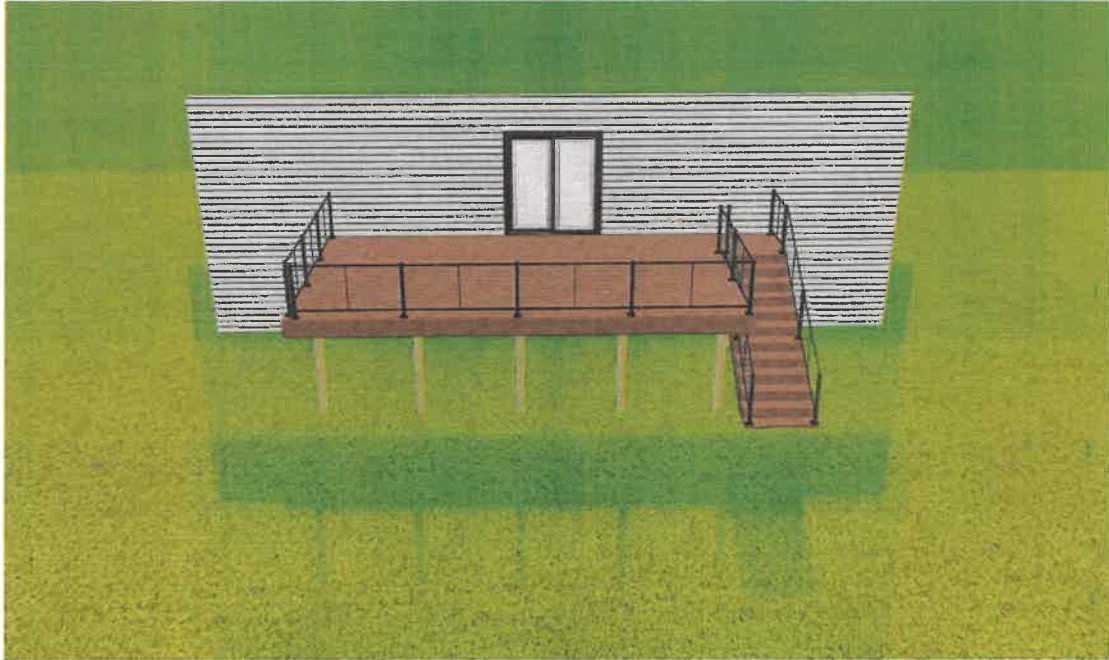
Estimated Price: \$19,025.33

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

MENARDS

Design & Buy™

DECK



Date: 3/17/2023 - 3:02 PM
Design ID: 329856905716
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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

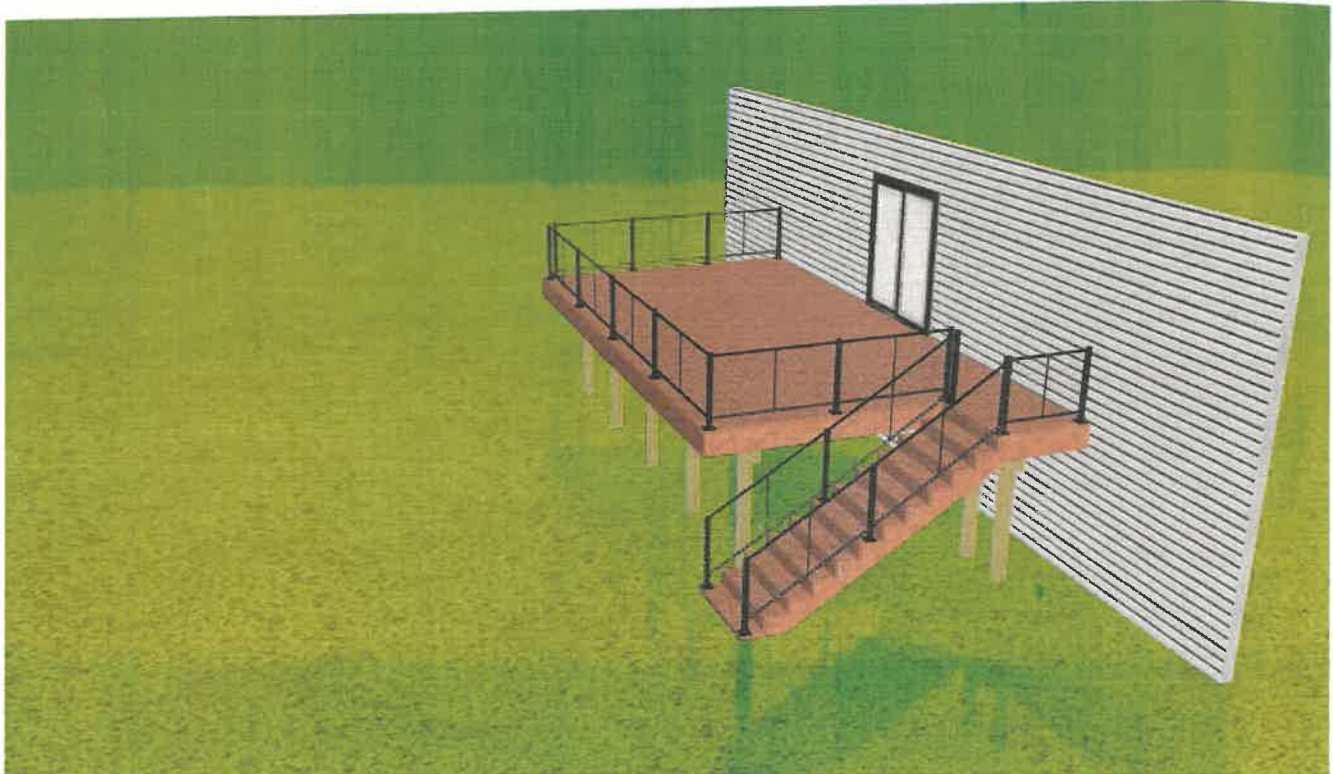


Illustration intended to show general deck size and shape. Some options may not be shown for picture clarity.

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.

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

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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

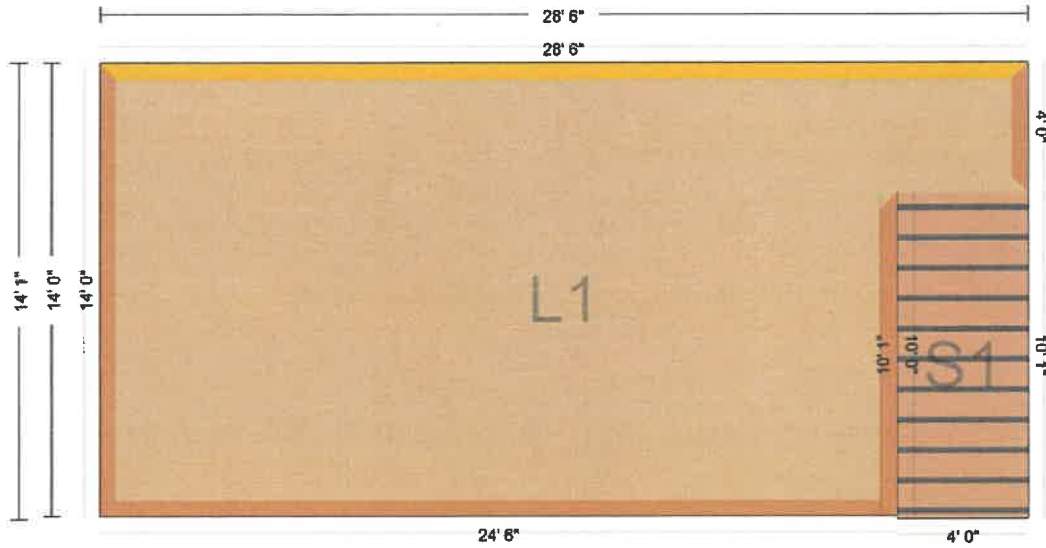
Railing

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
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MENARDS
Design & Buy™
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.

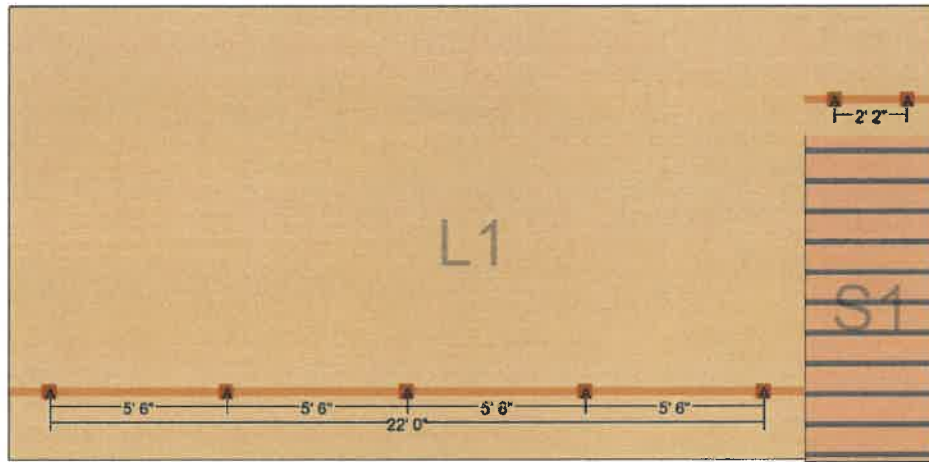
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Date: 3/17/2023 - 3:02 PM
Design ID: 329856905716
Estimate ID: 88318
Estimated Price: \$19,025.33

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

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

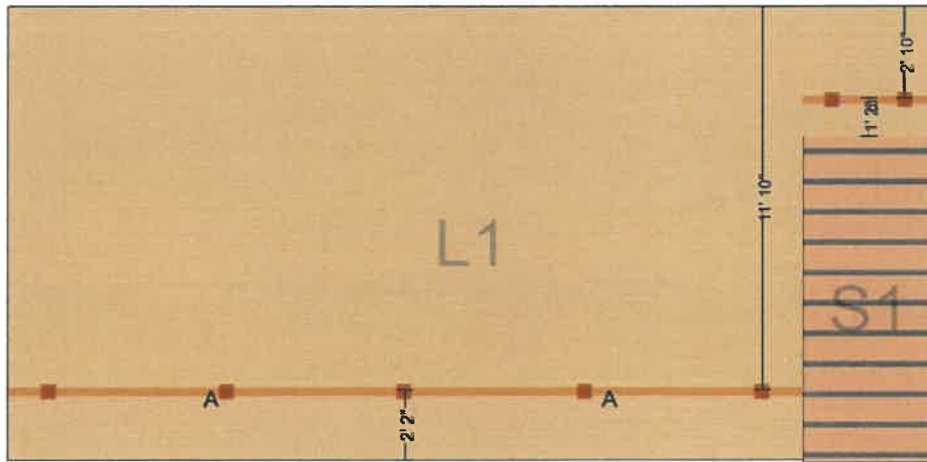
Design ID: 329856905716

Estimate ID: 88318

Estimated Price: \$19,025.33

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L1 - Beams



2 boards nailed together is 2 ply

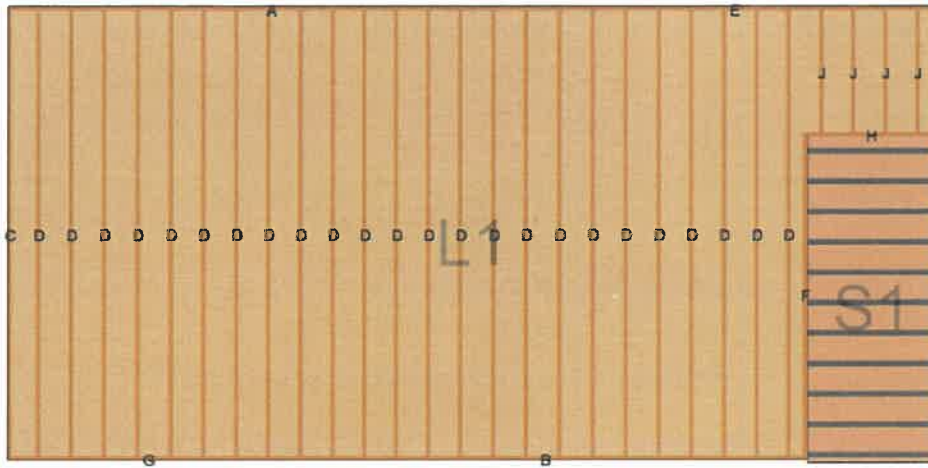
L1 - Lumber: 2 ply - 2 x 8 AC2

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

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

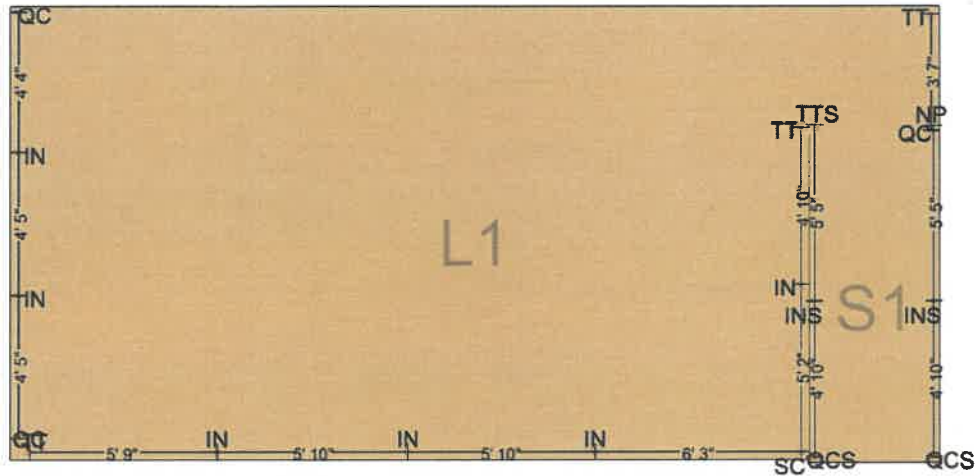


Illustration does not represent all available railing post placement options.
 Railing post dimensions are on center.

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

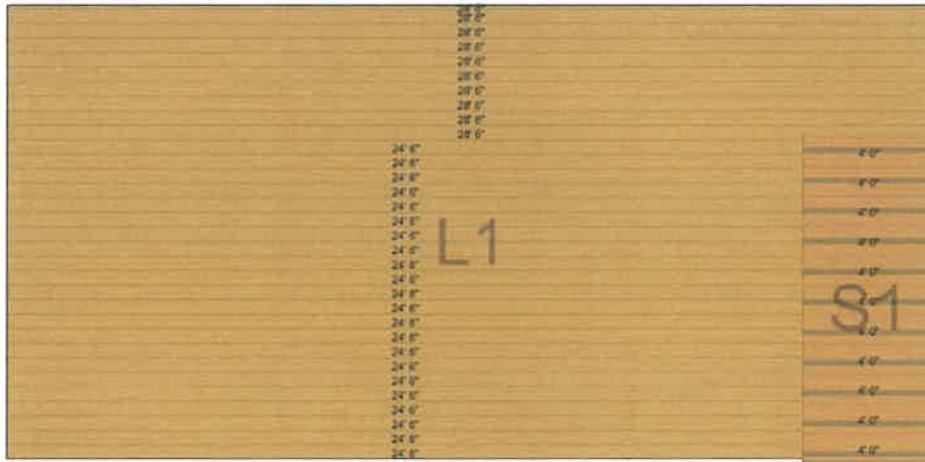
S1

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.*

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.*

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.*

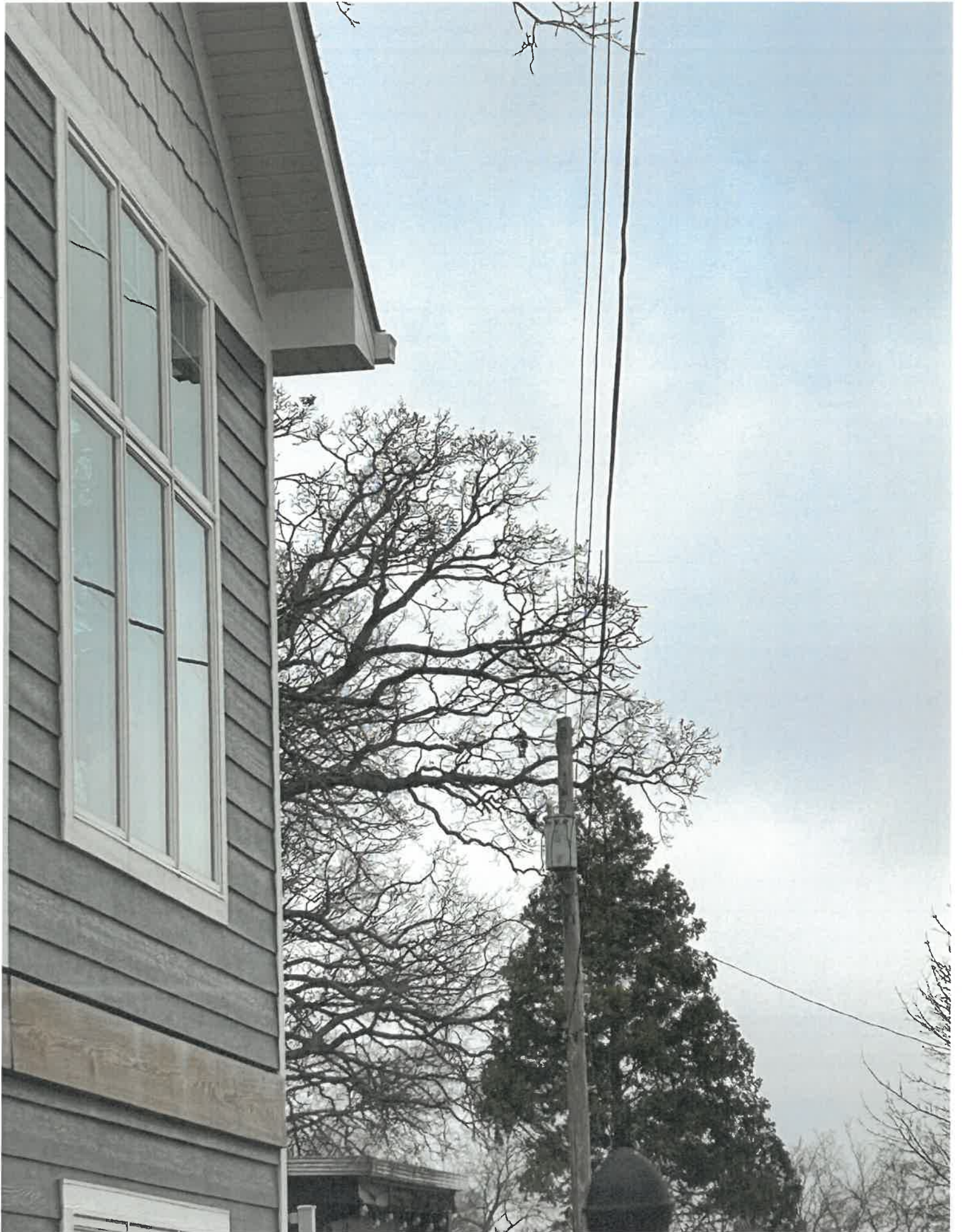


Additional Options

Deck Flashing: No Rolled Joist Flashing

Lattice/Skirting: None

Underdecking: No Underdecking







May 21, 2024

ALL TOWN FUNDS \$739,332.66

WASTEWATER OPERATING \$280,588.27

WATER UTILITY \$83,980.72

STORM WATER \$17,469.48

PAYROLL 4/25/24, 5/1/24, 5/9/24 \$669,218.38

APR REMITTANCES \$202,052.05



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

Indiana Code 35-44.1-1-4

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

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

1. Name and Address of Public Servant Submitting Statement: BARBARA LITLES



2. Title or Position With Governmental Entity: Board of Safety

3. a. Governmental Entity: Town of Cedar Lake

b. County: CASS

4. This statement is submitted (check one):

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

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

5. Name(s) of Contractor(s) or Vendor(s): Auto Touch

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



Auto motive Body repair/NO TERM/PER OCCURANCE

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

Directly no profit. [REDACTED]

incident is completely relative to the financial costs.

(Attach extra pages if additional space is needed.)

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

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

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

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

Signature

Elected Official

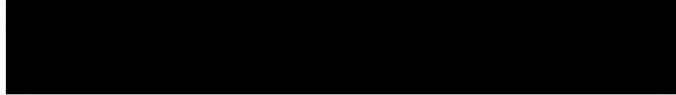
Office

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

5/1/2024
Date Submitted (month, day, year)

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

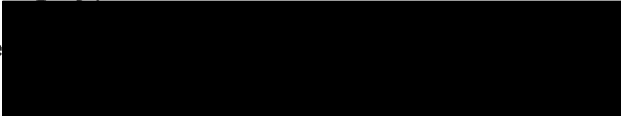
10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the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



Date: 5 / 1 / 2024
(month, day, year)

Printed Name: BARBARA LITTLES
(Please print legibly.)

Email Address



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

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO.: 1488

AN ORDINANCE OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, ESTABLISHING REGULATIONS FOR BUS VEHICLES AND THE DISCHARGE OF PASSENGERS TO ENSURE THE HEALTH, SAFETY, AND WELFARE OF RESIDENTS AND VISITORS TO THE TOWN OF CEDAR LAKE, AND ALL MATTERS RELATED HERETO.

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

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

WHEREAS, the Town Council of the Town is informed and advised that under the **HOME RULE GENERAL PROVISIONS** of the Indiana Code, and specifically the provisions of I.C. §36-1-3, that “The policy of the State is to grant units all the powers that they need for the effective operation of government as to local affairs.”, and further, is advised that pursuant to the provisions of I.C. §36-1-3, said **HOME RULE GENERAL PROVISIONS** are applicable to all units, including the Town of Cedar Lake; and

WHEREAS, the Town Council of the Town has been further informed and advised that the provisions of I.C. §36-1-3-3 provide the rule of construction to the Town Council that I.C. §36-1-3-3(b) provides that “Any doubt as to the existence of a power of a unit shall be resolved in favor of its existence.”; and

WHEREAS, the Town Council of the Town is aware of its responsibility for protecting the health, safety, welfare, and well-being of the residents of the Town; and

WHEREAS, the Town Council of the Town is authorized and vested with jurisdiction to adopt and enforce all required and necessary public safety Ordinances for protection and well-being of citizen residents of the Town; and

WHEREAS, the Town Council has been informed and advised that transport of passengers by way of bus vehicles has, and is, continuing to occur in nearby local units of government, including in local Towns and/or Villages nearby to the Town; further, the Town Council concurs and agrees that it is in the best interest of the Town, residents, employees, and visitors to establish regulations for the safe and orderly stopping, standing, and parking of unscheduled bus vehicles for the discharge of passengers in the Town; and

WHEREAS, the Town Council of the Town concurs and agrees further that the unloading of passengers from unscheduled or unplanned bus vehicles in inclement weather or severe weather conditions, or at varied unscheduled hours, days, or locations in the Town without a coordinated plan poses a significant threat to the health, welfare, well-being, and safety of such passengers; and

WHEREAS, the Town Council, of the Town, based upon its review and analysis, concurs that it is in the best interests of the health, safety, welfare, and well-being of the residents of the Town to establish regulations to ensure necessary Town services and programs are or can be prepared ahead of time, if appropriate, in advance of such discharge of passengers.

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

SECTION ONE: The Town Council hereby concurs and agrees that all of the afore-mentioned Recital paragraphs contained in this Ordinance are true and correct, and as such, are hereby incorporated by reference hereto, and made a part hereof.

SECTION TWO: The Town Council now determines and declares that the regulations and requirements herein established are to protect and ensure the health, safety, welfare, and well-being of the residents of the Town, and are further undertaken in accordance with and pursuant to the exercise of the authority of the Town Council and the Town for such actions.

SECTION THREE: That the purpose of this Ordinance is to approve and adopt a Policy for the benefit of the Town, its employees, its residents, and visitors to the Town, and to authorize the Town Council President, Town Chief of Police, Town Manager, and their delegees, to undertake any and all action necessary to effectuate and carry out the Policy herein established.

SECTION FOUR: The Town Council hereby establishes regulations for scheduled buses and discharge of passengers, a copy of which is attached hereto, made a part hereof, and is incorporated herein as Exhibit "A" (the "Policy"), which Policy is hereby authorized and approved.

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

[SIGNATURES ON NEXT PAGE]

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

SECTION SEVEN: 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, in conformance with applicable law.

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

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

Nick Recupito, President

Greg Parker, Vice-President

Robert H. Carnahan, Member

Julie A. Rivera, Member

Chuck Becker, Member

Mary Joan Dickson, Member

Richard C. Thiel Jr., Member

ATTEST:

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

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1489

AN ORDINANCE AMENDING TOWN ORDINANCE NO.: 1478, BEING: “AN ORDINANCE AMENDING TOWN ORDINANCE NO.: 1465, BEING “AN ORDINANCE ESTABLISHING CHAPTER 103 OF TITLE IX, AND AMENDING CHAPTER 99 OF TITLE IX, ENTITLED “GENERAL REGULATIONS”, PERTAINING TO POLICIES AND PROCEDURES FOR PERMITTING SPECIAL EVENTS WITHIN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, REPEALING ALL ORDINANCES AND TOWN CODE PROVISIONS, OR PARTS THEREOF, IN CONFLICT HERewith, AND ALL MATTERS RELATED THERETO.”; AND REPEALING ALL ORDINANCES AND TOWN CODE PROVISIONS, OR PARTS THEREOF, IN CONFLICT HERewith, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter the “Town Council”), on October 17, 2023, adopted its Town Ordinance No. 1478, being an Ordinance pertaining to policies and procedures for permitting special events within the Town of Cedar Lake, Lake County, Indiana; and

WHEREAS, the Town Council has further reviewed the adopted Town Ordinance No. 1478 pertaining to policies and procedures for permitting special events within the Town of Cedar Lake, Lake County, Indiana, including the provisions therein for the amount of time prior to said special event that a Special Event Permit application be filed with the Town; and

WHEREAS, the Town Council, upon its further review of Town Ordinance No. 1478, and specifically pertaining to policies and procedures for permitting special events within the Town of Cedar Lake, Lake County, Indiana, has determined that the provisions pertaining to the timeframe for application for such Special Event Permit should be amended for greater flexibility in undertaking review and administrative review of such Special Event Permit Applications; and

WHEREAS, the Town Council, based upon its further review, has now determined that the provisions of Town Ordinance No. 1478 pertaining to policies and procedures for permitting special events within the Town should be amended to authorize time processing and administrative review of Special Event Permit Applications; and

WHEREAS, the Town Council, based upon its assessment and determination of the lack of necessity at the present time of the established application schedule for Special Event Permits in the Town of Cedar Lake, agrees and concludes that such terms requiring that a Special Event Permit Application be filed at least thirty (30) days prior to said special event should be repealed, stricken, and withdrawn.

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

SECTION ONE: That Town Ordinance No. 1478, adopted by the Town Council of the Town of Cedar Lake, Lake County, Indiana, the seventeenth day of October, 2023, be, and the same is hereby amended to provide as follows in **SECTION ONE** of said Ordinance No. 1478 to read and provide hereafter, namely:

“**SECTION ONE**: That Town Ordinance No. 1465, adopted by the Town Council of the Town of Cedar Lake, lake County, Indiana, the first day of August, 2023, be amended to provide as follows in **SECTION TWO** of said Ordinance No. 1465 to read and provide hereafter as follows in this provision of **SECTION TWO**: as follows:

Permit Required

No person, firm, corporation, organization, entity, or association, foreign or domestic, shall operate or maintain, or permit the operation or maintenance of any Outdoor Events or Special Events, unless and until such person, firm, corporation, organization, entity, or association, foreign or domestic, has first been issued a Special Event Permit for such Outdoor Event or Special Event, as hereinafter provided. The Special Event Permit to be used shall be in a form prescribed by the Town and shall be made available to the Public by the Town, available through the Town Manager’s Office. Approval of the Outdoor Event or Special Event shall be expressly subject to the terms and conditions listed with the Special Event Permit. The Special Event Permit shall be filed prior to the Outdoor Event or Special Event occurring and processed and administered in a business-like manner by the Town Administrative Staff under supervision of the Town Manager, in no less than _____ () days. The Special Event Permit, once approved by the Town Manager, and issued, may be established to allow said Special Event to occur on more than one occasion pursuant to an established schedule, said schedule having been submitted with the Special Event Permit Application. Scheduling and calendaring of events, and conditions required by the Town, shall be in the sole discretion of the Town, so as to ensure proper public safety, security, and oversight for the Outdoor Event(s) or Special Event(s).”

SECTION TWO: That all existing Ordinances, and Town Code provisions, or parts thereof, in conflict with the provisions of this Amendatory Ordinance, are hereby deemed null, void, and of no legal effect, and are specifically repealed. Further, that all other remaining terms and provisions of Town Ordinance No. 1478 not repealed, stricken, or withdrawn by this Amendatory Ordinance, are hereby ratified, and reaffirmed herein.

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

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

THIS SPACE INTENTIONALLY LEFT BLANK

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

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

By: _____
Nick Recupito, President

Greg Parker, Vice-President

Robert H. Carnahan, Member

Julie A. Rivera, Member

Chuck Becker, Member

Mary Joan Dickson, Member

Richard C. Thiel, Jr., Member

ATTEST:

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

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

RESOLUTION NO. 1353

A RESOLUTION AUTHORIZING APPROPRIATION TRANSFERS BY THE CLERK-TREASURER FOR THE FOLLOWING FUNDS DURING BUDGET YEAR 2024

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana does find that conditions exist at this time, and that it is indispensably necessary to expend certain sums of money by the proper legal officers of the Town of Cedar Lake, Lake County, Indiana by way of transfer of funds within the categories of appropriations.

NOW THEREFORE, be it resolved by the Town Council of the Town of Cedar Lake, Lake County, Indiana, that the following transfers are to be made in the specified funds between major budget categories;

GENERAL FUND #101 TOTAL TRANSFERS \$17,800.00

Planning, Zoning & Building 004 Total Transfers \$1,050

\$ 1,050.00 From: 112 – Full-Time Staff To: 119 – Paid Leave Buy Out

Parks & Recreation 006 Total Transfers \$16,750

\$ 15,000.00 From: 399 – Facilities To: 222 – Operating Supply

\$ 1,750.00 From: 399 – Facilities To: 396 – Misc Services

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA THIS 21st DAY OF MAY, 2024

Nick Recupito, President

Greg Parker, Vice President

Robert H. Carnahan

Julie Rivera

Chuck Becker

Mary Joan Dickson

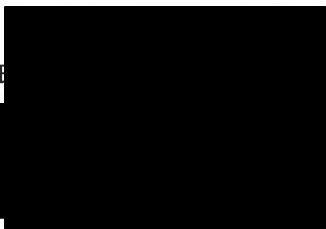
Attest:

Richard C. Thiel Jr.

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

DEPARTMENT

Requested Budget



Date: 5/14/24

CLERK-TREASURER

Received Budget

Date: 5/14/24



Appropriation Transfer

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 \$ 1,750 FROM



TRANSFER THE AMOUNT OF \$ 15,000 FROM

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: _____ - _____ - _____



Loan Center
9204 Columbia Avenue
Munster, Indiana 46321
219.853.7500

May 19, 2024

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

Ladies and Gentlemen:

Peoples Bank, at the request of Beacon Pointe of Cedar Lake, LLC has provided its Irrevocable Standby [REDACTED] which is attached hereto in the amount of Two Hundred Twelve Thousand Eight Hundred Thirty-Five and 71/100 (\$212,835.71) dated May 19, 2024 in your favor. This will certify that [REDACTED] is authorized to provide and execute the attached Irrevocable Standby Letter of Credit, that the signature appearing on said Letter of Credit is authentic, and that the Bank has complied with all banking laws and requirements and other laws in connection with the issuance of such Letter of Credit.

Sincerely,

[REDACTED]

Gregory Bracco, SVP
Chief Business Banking Officer

Attachment: [REDACTED]

GB/ns



Loan Center
9204 Columbia Avenue
Munster, Indiana 46321
219.853.7500

IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER'S NAME & ADDRESS:

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

Telephone: [REDACTED]

Email: [REDACTED]

BENEFICIARY:

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

APPLICANT

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

SUBDIVISION/DEVELOPMENT AT ISSUE:

Beacon West – Unit 5
Cedar Lake, IN

Irrevocable Letter of Credit Number:

[REDACTED]

Total Amount: \$212,835.71
(maximum aggregate amount)

Issuance Date: May 19, 2024

Expiration Date: November 19, 2024

Ladies and Gentlemen:

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

\$212,835.71

Undertaking. Issuer undertakes to honor Beneficiary's demand for payment of an amount available under this Credit, upon Beneficiary's presentation of a demand for payment in the form of the attached "**Sight Draft for Irrevocable Standby Letter of Credit Regarding Beacon West, Unit 5**" marked as **EXHIBIT A** (*hereinafter*, "Sight Draft"), together with the original of this Credit, at Issuer's address stated above, on or before the close of business on the expiration date.

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

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

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

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

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

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

Agreed Reduction of Total Amount. Issuer will permanently reduce the Total Amount of this Credit upon Beneficiary's presentation, from time to time, of an agreed "**Letter of Credit Reduction Approval for Beacon West, Unit 5**" in the form attached as **EXHIBIT B**. Beneficiary shall present any such agreed "Letter of Credit Reduction Approvals for Beacon West, Unit 5", to Issuer at Issuer's address stated above and Issuer shall make reductions as specified in the particular Letter of Credit Reduction Approvals as presented.

The expiration date of this Credit is November 19, 2024

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

Sincerely,

PEOPLES BANK

Paul Rodriguez, VP
Business Banker

CERTIFICATION

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

SIGNED AND DATED THIS _____ DAY OF _____, 2024.

Sincerely,

ISSUER: PEOPLES BANK

BY:


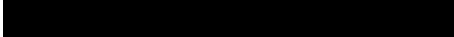
Paul Rodriguez, VP
Business Banker

EXHIBIT A
SIGHT DRAFT FOR IRREVOCABLE STANDBY LETTER OF CREDIT
REGARDING BEACON WEST, UNIT 5

DATE: _____

RE: IRREVOCABLE STANDBY LETTER OF CREDIT No.: CL7696LC

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

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

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

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

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

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

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

TOWN OF CEDAR LAKE

By: _____

Name: _____

Title: _____

EXHIBIT B
LETTER OF CREDIT REDUCTION APPROVAL FOR
BEACON WEST, UNIT 5

DATE: _____

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

Number: _____
Date of Issuance: May 19, 2024
Current Total Amount: \$212,835.71
Current Expiration Date: November 19, 2024

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

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

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

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

TOWN ENGINEER: _____

The undersigned hereby approve of and incorporate by reference the calculations stated in the attached "Worksheet for Reduction of Total Amount of the ILOC for _____ Beacon West, Unit 5". 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

By: _____
Name: _____
Title: _____

NAME OF TOWN ENGINEER

By: _____
Name: _____
Title: _____

Applicant – Beacon Pointe of Cedar Lake, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



Irrevocable Standby Letter of Credit Amendment

Date: April 23, 2024

Letter of Credit No.: [REDACTED]
Issued: June 14, 2022
Issued Amount: \$4,430.25

Beneficiary

Town of Cedar Lake
7408 Construction Ave.
PO Box 707
Cedar Lake, IN 46303

Applicant

[REDACTED]

Please be advised we amend the above mentioned letter of credit as follows:

1. Expiration date is extended to: June 14, 2025.

**ALL OTHER TERMS AND CONDITIONS OF THE LETTER OF CREDIT
REMAIN UNCHANGED.**

Sincerely,

[REDACTED]

Vice President
First Merchants Bank





IRREVOCABLE LETTER OF CREDIT

Borrower: HANOVER COMMUNITY SCHOOL CORPORATION

Lender: CENTIER BANK
Cedar Lake Stracks
600 East 84th Avenue
Merrillville, IN 46410

Beneficiary: TOWN OF CEDAR LAKE
7408 CONSTITUTION AVE
CEDAR LAKE, IN 46303

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 05-24-2025 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Three Hundred Seventy-three Thousand Five Hundred Fifty-seven & 25/100 Dollars (\$373,557.25) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

DRAWINGS: Beneficiary shall be limited to a number of 3 (three) drawings on this Letter of Credit.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER CENTIER BANK IRREVOCABLE LETTER OF CREDIT [REDACTED] DATED 05-01-2024," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

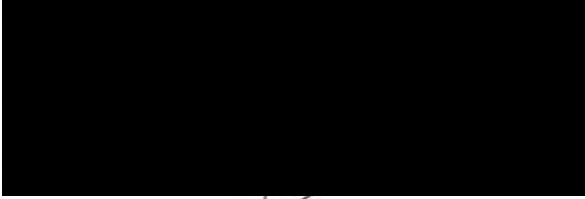
GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Indiana without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Indiana.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

**IRREVOCABLE LETTER OF CREDIT
(Continued)**

Dated: May 1, 2024

LENDER:



ENDORSEMENT OF DRAFTS DRAWN:

<u>Date</u>	<u>Negotiated By</u>	<u>Amount In Words</u>	<u>Amount In Figures</u>
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600 East 84th Avenue
Merrillville, IN 46410-6366

IRREVOCABLE LETTER OF CREDIT [REDACTED]

April 22, 2024

Town of Cedar Lake
Attn: Plan Commission
7408 Constitution Avenue
Cedar Lake, IN 46303

Re: Phase 1 of the Self-Storage Development [REDACTED] – Performance Letter of Credit

Ladies and Gentlemen:

We hereby establish in your favor our Irrevocable Letter of Credit for the account of [REDACTED] up to an aggregate amount of Four Hundred Seventy-three Thousand Four Hundred Forty-five & 50/100 Dollars (\$473,445.50) U.S. DOLLARS which is available by presentation of your draft(s) at sight drawn on us bearing the clause: "Drawn under Centier Bank Irrevocable Letter of [REDACTED] dated April 22, 2024.

The original of, and any amendments to, this Letter of Credit must accompany all draws. This Letter of Credit will expire at the close of the regular business day on April 22, 2025, and such drafts and any other required documents must be presented for payment and received by us on or before such date.

We hereby engage with drawers and/or bona fide holders that drafts drawn and negotiated in conformity with the terms of this credit will be duly honored on presentation and that drafts accepted in conformity with the terms of this credit will be duly honored at maturity.

This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Indiana without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication [REDACTED]. This Agreement has been accepted by Lender in the State of Indiana.

CENTIER BANK

[REDACTED]
TTS: [REDACTED] Vice President

April 22, 2024

Town of Cedar Lake
Attn: Plan Commission
7408 Constitution Ave
Cedar Lake, IN 46303

Ladies and Gentlemen:

Please find attached the original Letter of Credit issued on behalf of [REDACTED]
referred to as [REDACTED]

Please acknowledge your receipt of the original document mentioned above by signing
where provided below and return to Centier Bank, 600 E. 84th Avenue, Merrillville, Indiana
46410, Attention: Letter of Credit Department.

CENTIER BANK

By: [REDACTED] Vice President

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

BY: Nick Recupito
Title: Town Council President

Attest By: Jennifer N. Sandberg, IAMC
Title: Clerk-Treasurer

Received this the ____ day of _____, 20__.

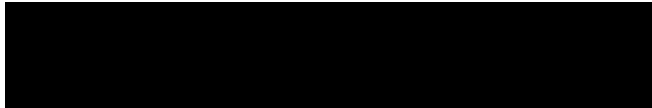


April 12, 2024



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

Attention: Plan Commission

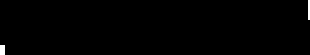
Subject:



Dear Plan Commission Members:

As requested, Christopher B. Burke Engineering, LLC (CBBEL) staff has reviewed the submitted information for the proposed 
 The submittal was provided by DVG Team, Inc. (DVG) and was reviewed for compliance with the Town of Cedar Lake's (Town) Stormwater Management Ordinance (No. 1218), Subdivision Ordinance (No. 498), Lighting Ordinance (No. 1264), Zoning Ordinance (No. 1402), and associated standard engineering methods.

CBBEL received the following items to review:

-  Final Plat, prepared by DVG, dated May 16, 2023, received May 25, 2023.
- Record Drawings (2 Sheets), prepared by DVG, dated February 6, 2024.

CBBEL has reviewed the submitted documents and concludes the Applicant has satisfactorily addressed all previous comments regarding the final plat.

The submitted record drawings review and Town Public Works inspections have not been completed to-date. Watermain and storm sewer improvements will not be inspected until the remainder of the site is closer to final grades.

Please note that the Applicant is required to provide a certified check or money order payable to the Town of Cedar Lake in an amount equal to three (3%) percent of the cost of

improvements prior to Final Plat Approval to cover inspection fees. The amount is based on the estimate of probable cost for public infrastructure improvements of \$12,912.15. The estimate of probable cost is attached.

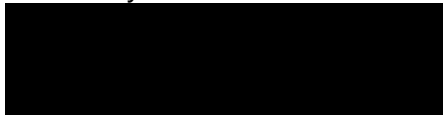
Also as requested, CBBEL staff have reviewed the 141st Avenue Storage plans and associated documents for the purpose of establishing the required Performance Letter of Credit. After review, the estimate of probable cost is \$430,405.00. The Maintenance Letter of Credit will eventually be based on this value. The Performance Letter of Credit should be established at 110% of the items noted in the estimate cost of construction or \$473,445.50. An MS4 inspection fee of \$1,500 is also required for the site.

Due to on-going MS4 and soil erosion and sediment control issues on the project site, we recommend the letter of credit be posted at full value until such a time that all deficiencies are corrected.

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

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

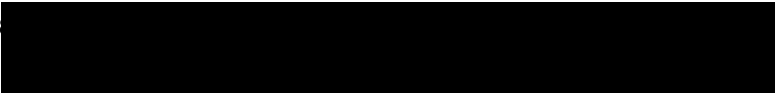
Sincerely,



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

- Encl: Estimate of Probable Cost
- cc: Town Manager (via email)
Planning Director (via email)
Building Administrator (via email)
Director of Operations (via email)
Town Attorney (via email)
Russ Pozen, PE – DVG (via email)

P:\Cedar Lake\060016 Town Engineer\208



Town of Cedar Lake

Recommended Performance Letter of Credit as of 06/21/2023
 Subdivision Improvements Included in the 06/23 Final Plat Portion

Description	Unit	Qty	Unit Price	Cost
<u>Watermain Improvements</u>				
8" DIP WM	LF	2111	\$ 115.00	\$ 242,765.00
Fire Hydrant	EACH	8	\$ 9,000.00	\$ 72,000.00
8" VB	EACH	7	\$ 2,500.00	\$ 17,500.00
8" Fittings (Bends, Tees, Crosses, etc.)	EACH	14	\$ 500.00	\$ 7,000.00
1" Service Pipe, Short	EACH	1	\$ 800.00	\$ 800.00
1" Service Pipe, Long	EACH	1	\$ 1,400.00	\$ 1,400.00
Tie in at 8" WM, Hot Tap	EACH	2	\$ 2,000.00	\$ 4,000.00
Testing and Chlorination	LS	1	\$ 3,000.00	\$ 3,000.00
			Watermain Subtotal	\$ 348,465.00
<u>Storm Sewer Improvements</u>				
48" CB, Type A	EACH	2	\$ 2,500.00	\$ 5,000.00
12" RCP	LF	30	\$ 100.00	\$ 3,000.00
			Storm Sewer Subtotal	\$ 8,000.00
<u>141st Avenue Roadway Improvements</u>				
Mill Existing Pavement (1.5" Avg/Profile)	SY	345	\$ 4.00	\$ 1,380.00
Common Excavation for Widening	SY	275	\$ 40.00	\$ 11,000.00
Aggregate Base Course - 10"	SY	275	\$ 38.00	\$ 10,450.00
HMA Binder Course - 3"	SY	275	\$ 20.00	\$ 5,500.00
HMA Surface Course - 1.5"	SY	615	\$ 12.00	\$ 7,380.00
Tack Coat	LS	1	\$ 400.00	\$ 400.00
Geogrid	SY	325	\$ 3.00	\$ 975.00
Concrete Curb - B6.12	LF	290	\$ 40.00	\$ 11,600.00
PCCP Commercial Drive Approach	SY	58	\$ 100.00	\$ 5,800.00
PCC Sidewalk - 4" with Subbase (300 LF)	SY	167	\$ 65.00	\$ 10,855.00
ADA Ramps/DWEs (Common)	EACH	2	\$ 2,000.00	\$ 4,000.00
Traffic Control	LS	1	\$ 4,000.00	\$ 4,000.00
Striping	LS	1	\$ 600.00	\$ 600.00
			Roadway Improvements Subtotal	\$ 73,940.00
			Improvements	\$ 430,405.00
			3% Inspection Fee	\$ 12,912.15
			<i>(Already Installed/Inspected)</i>	\$ -
			Remaining Improvements	\$ 430,405.00
			Performance LOC (110%) =	\$ 473,445.50

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

Items Fully Removed

Items Partially Removed at Noted Amount

**TOWN OF CEDAR LAKE POLICE TRAINING
REIMBURSEMENT AGREEMENT**

This Police Training Reimbursement Agreement (“Agreement”) is made and entered into this ____ day of _____, by and between the TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, by and through its duly appointed Board of Safety (hereinafter collectively referred to as “Town”) and _____ (hereinafter referred to as “Applicant”).

RECITALS

WHEREAS, the Applicant has made application to the Town for the position of Police Officer; and

WHEREAS, in order to acquire the necessary professional knowledge, skill, method and technique required for police work with the Town, the Applicant will be required to participate in police training required by the Town; and

WHEREAS, the Town makes a substantial investment of time and money in providing for the equipment and training for newly hired Officers to the Cedar Lake Police Department; and

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

WHEREAS, it has become more prevalent, with the advent of the transfer of pension rights pursuant to statute, for an officer to leave the police department and the community which has provided for their training prior to serving on such police department for a reasonable period of time.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

COVENANTS

1. Both Town and Applicant agree that the Recitals are incorporated herein by reference as if fully stated herein.
2. The Applicant agrees to participate in all training requested of him by the Town, which training may consist of any or all of the following:
 - a. Indiana Law Enforcement Academy;
 - b. Waiver process through the Indiana Law Enforcement Academy;
 - c. In-house (on the job training);

d. Emergency Medical Technician school.

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

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

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

a. the greater of the actual expenses incurred by the Town, including salary, expenses, uniforms, school, training and equipment, and any and all other expenses incurred by the Town, or the sum of Ten Thousand Dollars (\$10,000.00), as agreed upon liquidated damages for training and/or equipment, in the event that said Applicant terminates his employment with the Town within the first sixty (60) months subsequent to the taking of the oath of office as a police officer for the Town and said Applicant, while employed by the Town, has started or completed training at either the Indiana Law Enforcement Academy or Emergency Medical Technician School at the Town's expense;
or

b. the greater of the actual expenses incurred by the Town, including salary, expenses, uniforms, school, training and equipment, and any and all other expenses incurred by the Town, or the sum of Three Thousand Five Hundred Dollars (\$3,500.00),

as agreed upon liquidated damages for training and/or equipment, in the event that said Applicant terminates his employment with the Town within the first sixty (60) months subsequent to the taking of the oath of office as a police officer for the Town and said Applicant, while employed by the Town, has not yet started training at either the Indiana Law Enforcement Academy or Emergency Medical Technician School, or has completed the same at his own expense or the expense of another.

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

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

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

7. The exceptions set forth in Paragraph 4 above shall not apply in the event that the Town determines, in its sole discretion, that there is substantial evidence that the Applicant would have otherwise been dismissed from his employment as a police officer for the Town as a result of misrepresenting his or her basic qualifications for employment, or has otherwise caused his or her illness or injury.

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

a. U.S. citizen;

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

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

- a. Physical agility test;
- b. Oral interview with members of the Board of Metropolitan Police Commissioners and Chief of Police;
- c. Extensive background search;
- d. Psychological test;
- e. Any other testing procedures as may be required by the Town.

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

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

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

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

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

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

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

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

18. This Agreement has been approved by the Cedar Lake Board of Safety by an affirmative vote of ___ in favor and ___ against during regular public meeting held on the _____ day of _____, and the Chief of Police has been authorized and directed to enter into said Agreement on behalf of the Town.

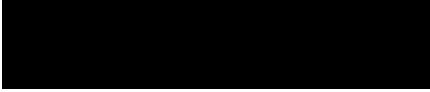
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____,

[SIGNATURES ON FOLLOWING PAGE]

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

APPLICANT

By: _____
Chief of Police (signature)



Date Signed

By: _____
Applicant (signature)



Date Signed

Approved: _____
Town Council President

Date

Approved _____
Town Clerk-Treasurer

Date

DISBURSEMENT OF FUNDS
FROM 2022A CONSTRUCTION FUND [REDACTED]

Requisition No. 13

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 **\$360,609.81** 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 ____ day of _____, 20__.

AUTHORIZED REPRESENTATIVE
UNDER THE INDENTURE

TOWN OF CEDAR LAKE, INDIANA

Clerk-Treasurer

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 Contract Draw #10, 05/01/2024	\$360,609.81
Total:		\$360,609.81



May 10, 2024

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

PROJECT: Cedar Lake Public Safety Complex—Police Headquarters
GM Development, Disbursement Request 05/01/2024

Dear Mr. Bunge,

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 05/01/2024 in the amount of \$360,609.81. This amount is to be drawn from the bond proceeds: **\$360,609.81 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 \$360,609.81.

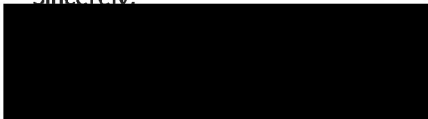
In accordance with the Contract Documents and the Agreement, this Disbursement Request includes costs incurred by the developer to date in construction of the police headquarters. Veridus submits to the Town that based upon site visits, digital communications, and the data comprising the provided invoice 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 Site Concrete, Rainscreen Panel System, Millwork, Metal Studs & Drywall, Flooring, Painting, HVAC, and Electrical. Percentages billed are appropriate at this time.
2. The following items are billed to completion, which is acceptable at this time: Building Concrete, Structural Masonry, Waterproofing, Masonry Veneer, and Toilet Partitions.
3. Unsuitable Soils Allowance has been invoiced to 85%. The currently billed amount covers the cost of exporting previously stockpiled soils from site and is a proper use of the Allowance.
4. Winter Conditions Allowance is billed to 60%, which seems appropriate.
5. General Conditions, Construction Management, and Overhead and Profit are billed to 72%, 74%, and 69%, respectively. These amounts seem appropriate at this time and reasonably correspond to overall total project billing of 69.5%.
6. As this disbursement request only applies to the Police Headquarters, 100% (\$360,609.81) shall be allocated to the Police project.
7. Developer's lien waiver has been submitted and is included below.

For your reference I have enclosed the Developer's Disbursement Request-05/01/2024. Please contact me with any questions or comments you may have.

Sincerely,



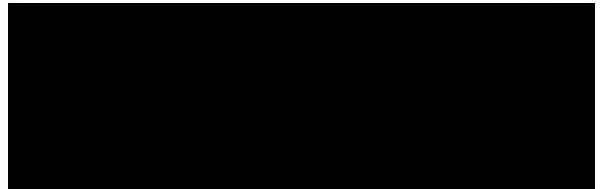
Lance Shedecker
Veridus Group

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.



Date:5/1/2024

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	\$360,609.81

Cedar Lake Fire Dept HQ and Police Dept HQ

Request for Payment

Date: 5/7/2024
From: GM Development Companies LLC
8561 N 175 E., Springport, IN 47286

To: Town of Cedar Lake, Indiana

Original Contract Amount:	\$15,575,000.00
Approved Changes:	\$0.00
Revised Contract Amount:	\$15,575,000.00
Contract Completed to Date:	\$10,092,547.53
Less Previous Requests:	-5,755,889.54
Current Request for Payment:	\$1,176,647.99
Remaining Contract to Bill:	\$1,176,647.99
Check Number with SOV:	\$ 4,642,452.47

The undersigned contractor/developer certifies that to the best of the contractor/developer's knowledge, information, and belief, the work covered by this Request for Payment has been completed in accordance with the contract documents and that the amount requested is correct and due.

Request



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	Draw 9	Draw 10	Draw 11	Total Paid to Date	Total Remaining	% Complete
Police Department HQ																	
15	Design Fees (K2M)	\$ 451,566.59	\$ 333,516.06	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 397,118.06	\$ 54,448.53	87.94%
25	Design Reimbursables (K2M)	\$ 1,880.00	\$ 1,244.25												\$ 1,244.25	\$ 635.75	66.00%
35	Town Contingency	\$ 62,500.00		\$ 5,363.96											\$ 5,363.96	\$ 57,136.04	100.00%
45	Permits/Licenses/Wiec	\$ 7,520.00														\$ 7,520.00	100.00%
55	Exterior Signage	\$ 110,938.80														\$ 110,938.80	100.00%
65	Technology/IT/AV/Telecom	\$ 160,735.15														\$ 160,735.15	100.00%
75	FFRE	\$ 5,193.85						\$ 5,193.85								\$ 5,193.85	100.00%
76	Evidence Storage (Air Science)	\$ 204,209.26		\$ 11,728.20	\$ 65,020.21	\$ 15,297.56	\$ 12,503.00	\$ 2,438.40							\$ 199,015.41	\$ 5,193.85	97.46%
90	Site Demolition and Earthwork	\$ 74,241.58		\$ 24,089.12	\$ 23,756.53	\$ 2,623.78									\$ 74,241.58		100.00%
100	Asphalt Paving	\$ 52,792.28		\$ 17,168.98	\$ 30,811.99	\$ 25,209.89									\$ 52,792.28		100.00%
120	Site Utilities	\$ 78,573.00													\$ 78,573.00		100.00%
130	Reserved for Future Use																#DIV/0!
140	Lime Stabilization/Unstable Soil Removal Allowance	\$ 51,220.66		\$ 1,203.20	\$ 3,749.92	\$ 12,740.76	\$ 703.87	\$ 1,415.64							\$ 48,375.36	\$ 2,845.30	84.68%
150	Surveying/Staking	\$ 8,656.80													\$ 8,656.80		100.00%
160	Landscaping	\$ 18,102.90													\$ 18,102.90		100.00%
170	Fencing and Gates	\$ 6,016.00													\$ 6,016.00		100.00%
180	Site Concrete	\$ 150,134.86													\$ 150,134.86		100.00%
190	Retaining Walls	\$ 70,030.00													\$ 70,030.00		100.00%
200	Site Furnishings	\$ 478.27													\$ 478.27		100.00%
210	Site Signage and Striping	\$ 1,658.01													\$ 1,658.01		100.00%
220	Brick Pavers	\$ 1,613.77													\$ 1,613.77		100.00%
230	Building Concrete	\$ 170,685.95													\$ 170,685.95		100.00%
240	Structural Masonry	\$ 144,208.55													\$ 144,208.55		100.00%
250	Steel Fabrication and Erection	\$ 243,084.55													\$ 243,084.55		100.00%
260	Rough Carpentry	\$ 21,730.25													\$ 21,730.25		100.00%
270	Dampproofing/Waterproofing/Air Barrier	\$ 139,943.59													\$ 139,943.59		100.00%
280	Roofing	\$ 82,939.96													\$ 82,939.96		100.00%
290	Roof Exterior Panel System	\$ 66,743.23													\$ 66,743.23		100.00%
300	Aluminum, Glass, Cladding	\$ 146,620.23													\$ 146,620.23		100.00%
310	Masonry/Venue	\$ 3,597.04													\$ 3,597.04		100.00%
320	Roof Specialties and Accessories	\$ 49,458.51													\$ 49,458.51		100.00%
330	Carpentry/Installation	\$ 33,708.21													\$ 33,708.21		100.00%
340	Architectural Millwork - Supply	\$ 46,659.66													\$ 46,659.66		100.00%
350	HM Frames, WD/HM Doors and Hardware - Supply	\$ 1,514.53													\$ 1,514.53		100.00%
360	Access Doors and Frames - Supply	\$ 204,352.87													\$ 204,352.87		100.00%
370	Metal Studs/Driveway/Insulation/Ceiling Package	\$ 318.85													\$ 318.85		100.00%
380	FRP/Resin/Protection Panels	\$ 63,350.31													\$ 63,350.31		100.00%
390	Flooring	\$ 38,945.29													\$ 38,945.29		100.00%
400	Signage Package - Supply	\$ 26,137.56													\$ 26,137.56		100.00%
410	Painting	\$ 2,391.36													\$ 2,391.36		100.00%
420	Toilet Partitions - Supply	\$ 647.66													\$ 647.66		100.00%
430	Toilet Accessories - Supply	\$ 807.08													\$ 807.08		100.00%
440	Wall Protection and Corner Guards - Supply	\$ 3,938.57													\$ 3,938.57		100.00%
450	Fire Extinguishers and Cabinets - Supply	\$ 8,967.60													\$ 8,967.60		100.00%
460	Window Shades and Curtains	\$ 2,391.36													\$ 2,391.36		100.00%
470	Flagpoles																#DIV/0!
480	Roof Fall Protection System																#DIV/0!
490	Reserved for Future Use																#DIV/0!
500	Fire Sprinkler/Suppression Systems	\$ 64,149.83													\$ 64,149.83		100.00%
510	Plumbing Systems	\$ 198,561.00													\$ 198,561.00		100.00%
520	HVAC Systems	\$ 421,669.21													\$ 421,669.21		100.00%
530	Electrical Systems	\$ 511,515.83													\$ 511,515.83		100.00%
540	Construction Testing	\$ 12,408.90													\$ 12,408.90		100.00%
550	Alternates																#DIV/0!
560	Allowance #1 - Winter Conditions	\$ 28,200.00													\$ 28,200.00		100.00%
570	Allowance #2 - Sanitary and Water Tap Fees	\$ 51,268.00													\$ 51,268.00		100.00%
580	General Conditions/General Requirements	\$ 375,340.84													\$ 375,340.84		100.00%
590	Insurance and Bond	\$ 143,600.04													\$ 143,600.04		100.00%
600	Construction Management/Direct Labor	\$ 240,614.41													\$ 240,614.41		100.00%
610	Reinforcing	\$ 10,624.59													\$ 10,624.59		100.00%
625	Owner's Representative (Veridus)	\$ 215,162.69													\$ 215,162.69		100.00%
635	Owner's Representative (Veridus)	\$ 30,401.99													\$ 30,401.99		100.00%
645	Reserved for Future Use																#DIV/0!
650	Police Department Total:	\$ 5,256,036.48	\$ 3,316,533.93	\$ 431,136.98	\$ 283,548.63	\$ 384,940.68	\$ 379,930.68	\$ 417,457.86	\$ 443,851.15	\$ 228,586.95	\$ 309,975.99	\$ 297,815.22	\$ 360,609.81	\$ 69,544.66	\$ 3,724,407.86	\$ 1,631,628.62	69.54%
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	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 705,981.92	\$ 43,426.46	94.21%
1015	Design Reimbursables (K2M)	\$ 3,120.00	\$ 2,064.95												\$ 2,064.95	\$ 955.05	66.18%

1720 Fire Department Total:	\$ 10,218,963.52	\$ 597,647.58	\$ 735,809.54	\$ 470,151.84	\$ 659,310.77	\$ 570,864.51	\$ 953,329.60	\$ 807,561.15	\$ 477,181.51	\$ 593,172.87	\$ 727,052.12	\$ 816,038.18	\$ -	\$ 7,208,139.67	\$ 3,010,823.85	70.54%
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	\$ 593,148.86	\$ 1,029,887.34	\$ 1,176,647.99	\$ -	\$ 10,932,447.53	\$ 4,642,432.47	70.19%

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	\$593,172.87	\$4,553,914.15
Apr-24	\$727,052.12	\$3,826,862.03
May-24	\$816,038.18	\$3,010,823.85
Jun-24		\$3,010,823.85
Jul-24		\$3,010,823.85
Aug-24		\$3,010,823.85

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	\$11,955.88	\$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	\$309,975.99	\$2,290,053.65
Apr-24	\$297,815.22	\$1,992,238.43
May-24	\$360,609.81	\$1,631,628.62
Jun-24		\$1,631,628.62
Jul-24		\$1,631,628.62
Aug-24		\$1,631,628.62

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	\$903,148.86	\$6,843,967.80
Apr-24	\$1,024,867.34	\$5,819,100.46
May-24	\$1,176,647.99	\$4,642,452.47
Jun-24	\$0.00	\$4,642,452.47
Jul-24	\$0.00	\$4,642,452.47
Aug-24	\$0.00	\$4,642,452.47

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Cedar Lake Police Station
Cedar Lake, Indiana

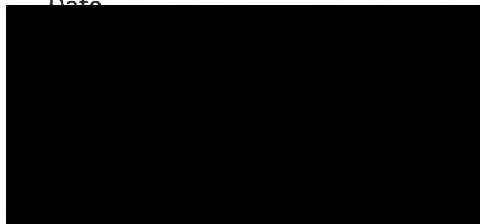
On receipt by the undersigned of a check from the Town of Cedar Lake, Indiana, in the sum of THREE HUNDRED SIXTY THOUSAND SIX HUNDRED NINE DOLLARS AND EIGHTY ONE CENTS (\$360,609.81) payable to GM Development Companies LLC, and when the check has been properly endorsed and has been paid by the bank on 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 5/1/2024 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.

5/1/2024

Date



ole Member

Name and Title

DISBURSEMENT OF FUNDS
FROM 2022B CONSTRUCTION FUND [REDACTED]

Requisition No. 12

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 **\$816,038.18** 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 ____ day of _____, 20__.

AUTHORIZED REPRESENTATIVE
UNDER THE INDENTURE

TOWN OF CEDAR LAKE, INDIANA

Clerk-Treasurer

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 #10 – 05/01/2024	\$816,038.18
Total:		\$816,038.18



May 10, 2024

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

PROJECT: Cedar Lake Public Safety Complex—Fire Headquarters
GM Development, Disbursement Request 05/01/2024

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 05/01/2024 in the amount of \$816,038.18. This amount is to be drawn from the bond proceeds: **\$816,038.18 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 \$816,038.18.

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 Site Concrete, Rainscreen Panel System, Aluminum Glass & Glazing, Millwork, HM Doors & Hardware, OH Doors, Metal Studs & Drywall, Flooring, Painting, HVAC, and Electrical. Percentages billed are appropriate at this time.
2. The following items are billed to completion, which is proper at this time: SCBA Gear, Building Concrete, Structural Masonry, Waterproofing, Masonry Veneer, and Toilet Partitions.
3. Unsuitable Soils Allowance is billed here to 80%. The amount billed here is for the removal of previously stockpiled soils from the site and is an appropriate use of the Allowance.
4. Radiant Floor Heat in Apparatus Bay (Alternate 2) is billed to 72%, which is appropriate.
5. General Conditions, Construction Management, and Overhead and Profit are billed to 75%. These amounts seem appropriate at this time and reasonably correspond to overall total project billing of 70.5%.
6. As this disbursement request only applies to the Fire Headquarters, 100% (\$816,038.18) shall be allocated to the Firehouse project.
7. Developer's lien waiver has been submitted and is included below.

For your reference I have enclosed the Developer's Disbursement Request-05/01/2024. Please contact me with any questions or comments you may have.

Sincerely

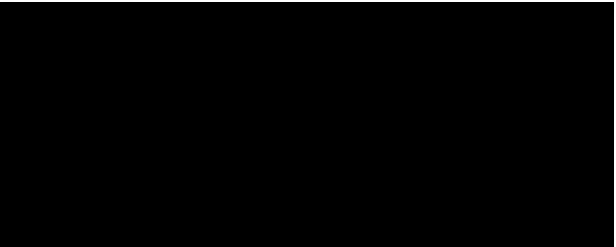
Lance Sn
Veridus Group

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.



Date: 5/1/2024

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	\$816,038.18

Cedar Lake Fire Dept HQ and Police Dept HQ

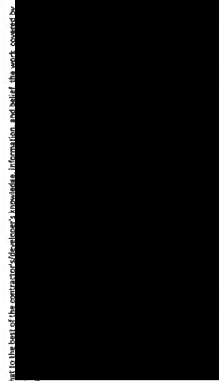
Request for Payment

Date: 5/7/2024
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:	\$15,575,000.00
Contract Completed to Date:	\$10,932,547.53
Less Previous Requests:	-59,755,899.54
Current Request for Payment:	\$1,176,647.99
Remaining Contract to Bill:	\$4,642,452.47
Check Number With SOV:	\$ 4,642,452.47

The undersigned contractor/developer certifies that to the best of the contractor/developer's knowledge, information, and belief, all work accepted by this Request for Payment has been completed in accordance with the contract documents. No work has been omitted or delayed for which previous Requests for Payment were issued.



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	Draw 9	Draw 10	Draw 11	Total Paid to Date	Total Remaining	% Complete	
Police Department HQ																		
15	Design Fees (K2M)	\$		\$ 323,516.06	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 387,118.06	\$ 54,448.53	87.24%	
25	Design Reimbursables (K2M)	\$		1,880.00	\$		\$ 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	\$	100.00%	
55	Exterior Signage	\$		7,520.00	\$										\$ 7,520.00	\$	0.00%	
65	Technology/IT/AV/Telem	\$		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	\$		15,292.56	12,503.00							\$ 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	\$		2,623.78								\$ 50,469.43	\$ 2,322.85	95.00%	
120	Site Utilities	\$		78,537.00	\$		25,200.89								\$ 73,181.86	\$ 5,355.14	93.18%	
130	Reserved for Future Use	\$													\$	\$	#DIV/0!	
140	Line Stabilization/Unstable Soil Removal Allowance	\$		51,220.66	\$		25,357.44	12,740.76		1,415.64					\$ 43,375.36	\$ 7,845.30	84.68%	
150	Surveying/Staking	\$		8,666.80	\$		703.87								\$ 5,656.99	\$ 3,009.81	65.27%	
160	Landscaping	\$		18,102.90	\$										\$ 1,860.00	\$ 16,242.90	10.28%	
170	Fencing and Gates	\$		6,016.00	\$										\$ 6,016.00	\$	100.00%	
180	Site Concrete	\$		150,134.86	\$										\$ 29,893.36	\$ 123,241.50	18.78%	
190	Retaining Walls	\$		438.27	\$										\$ 170.70	\$ 267.57	38.89%	
200	Site Furnishings	\$		1,658.01	\$										\$ 1,658.01	\$	100.00%	
210	Brick Pavers	\$		170,865.95	\$										\$ 170,865.95	\$	100.00%	
240	Building Concrete	\$		21,730.29	\$										\$ 208,151.55	\$ 9,578.74	86.14%	
250	Structural Insulation	\$		25,432.11	\$										\$ 25,432.11	\$	100.00%	
260	Rough Carpentry	\$		139,940.59	\$										\$ 139,940.59	\$	100.00%	
270	Dampproofing/Waterproofing/Air Barrier	\$		82,939.96	\$										\$ 82,939.96	\$	100.00%	
280	Roofing	\$		66,748.23	\$										\$ 66,748.23	\$	100.00%	
290	Rescreen Exterior Panel System	\$		146,600.23	\$										\$ 146,600.23	\$	100.00%	
300	Aluminum, Glass, Glazing	\$		3,987.04	\$										\$ 3,987.04	\$	100.00%	
310	Masonry/Veneer	\$		49,790.94	\$										\$ 49,790.94	\$	100.00%	
320	Site Utilities and Accessories	\$		3,314.27	\$										\$ 3,314.27	\$	100.00%	
330	Carpentry Installation	\$		4,945.85	\$										\$ 4,945.85	\$	100.00%	
340	Architectural Millwork - Supply	\$		37,008.21	\$										\$ 37,008.21	\$	100.00%	
350	HM Frames, WD/HM Doors and Hardware - Supply	\$		46,690.66	\$										\$ 46,690.66	\$	100.00%	
360	Access Doors and Frames - Supply	\$		1,514.53	\$										\$ 1,514.53	\$	100.00%	
370	Metal Studs/Drivewall/Insulation/Ceiling Package	\$		204,352.87	\$										\$ 204,352.87	\$	100.00%	
380	FRP/Resin/Protection Panels	\$		318.85	\$										\$ 318.85	\$	100.00%	
390	Flooring	\$		63,350.31	\$										\$ 63,350.31	\$	100.00%	
400	Painting	\$		38,945.29	\$										\$ 38,945.29	\$	100.00%	
410	Signage Package - Supply	\$		2,351.36	\$										\$ 2,351.36	\$	100.00%	
420	Toilet Partitions - Supply	\$		647.66	\$										\$ 647.66	\$	100.00%	
430	Toilet Accessories - Supply	\$		1,053.00	\$										\$ 1,053.00	\$	100.00%	
440	Wall Protection and Corner Guards - Supply	\$		807.08	\$										\$ 807.08	\$	100.00%	
450	Fire Extinguishers and Cabinets - Supply	\$		3,938.57	\$										\$ 3,938.57	\$	100.00%	
460	Window Shades and Curtains	\$		8,967.60	\$										\$ 8,967.60	\$	100.00%	
470	Flagpoles	\$		2,391.36	\$										\$ 2,391.36	\$	100.00%	
480	Roof Fall Protection System	\$		64,149.83	\$										\$ 64,149.83	\$	100.00%	
490	Reserved for Future Use	\$			\$										\$	\$	#DIV/0!	
500	Fire Sprinkler/Suppression Systems	\$		198,561.00	\$										\$ 198,561.00	\$	100.00%	
510	Plumbing Systems	\$		421,669.21	\$										\$ 421,669.21	\$	100.00%	
520	HVAC Systems	\$		511,515.83	\$										\$ 511,515.83	\$	100.00%	
530	Electrical Systems	\$		12,408.00	\$										\$ 12,408.00	\$	100.00%	
540	Construction Testing	\$		28,200.00	\$										\$ 28,200.00	\$	100.00%	
550	Alternates	\$		51,268.00	\$										\$ 51,268.00	\$	100.00%	
570	Allowance #1 - Winter Conditions	\$		52,249.22	\$										\$ 52,249.22	\$	100.00%	
580	General Conditions/General Requirements	\$		143,600.04	\$										\$ 143,600.04	\$	100.00%	
590	Insurance and Bond	\$		249,614.41	\$										\$ 249,614.41	\$	100.00%	
600	Construction Management/Direct Labor	\$		19,826.95	\$										\$ 19,826.95	\$	100.00%	
610	Restroom	\$		13,673.47	\$										\$ 13,673.47	\$	100.00%	
625	Owner's Represent and Profit	\$		18,763.36	\$										\$ 18,763.36	\$	100.00%	
635	Owner's Representative (Veridus)	\$		11,775.62	\$										\$ 11,775.62	\$	100.00%	
645	Reserved for Future Use	\$			\$										\$	\$	#DIV/0!	
650	Police Department Total:	\$		5,356,036.48	\$		336,533.93	431,136.88	283,568.63	284,940.68	329,890.66	417,457.86	443,851.15	228,586.95	309,875.99	297,815.12	380,609.81	69.44%
Fire Department HQ																		
1005	Design Fees (K2M)	\$		749,408.38	\$										\$ 749,408.38	\$	94.21%	
1015	Design Reimbursables (K2M)	\$		3,120.00	\$										\$ 3,120.00	\$	68.10%	

1720 Fire Department Total:	\$ 10,218,963.52	\$ 597,647.58	\$ 735,808.54	\$ 470,151.84	\$ 458,310.77	\$ 570,884.51	\$ 983,329.60	\$ 807,561.15	\$ 477,181.51	\$ 593,172.87	\$ 727,052.12	\$ 816,036.18	\$	\$	\$ 7,208,139.67	\$ 3,010,823.85	70.54%
Total:	\$ 15,575,000.00	\$ 984,181.51	\$ 1,166,946.52	\$ 753,720.47	\$ 744,251.45	\$ 900,815.17	\$ 1,370,787.46	\$ 1,251,412.30	\$ 705,768.46	\$ 903,148.88	\$ 1,024,867.34	\$ 1,176,647.99	\$	\$	\$ 10,932,547.53	\$ 4,642,452.47	70.19%

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	\$477,481.51	\$5,147,087.02
Mar-24	\$593,172.87	\$4,553,914.15
Apr-24	\$727,052.12	\$3,826,862.03
May-24	\$816,038.18	\$3,010,823.85
Jun-24		\$3,010,823.85
Jul-24		\$3,010,823.85
Aug-24		\$3,010,823.85

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	\$309,975.99	\$2,290,053.65
Apr-24	\$297,815.22	\$1,992,238.43
May-24	\$360,609.81	\$1,631,628.62
Jun-24		\$1,631,628.62
Jul-24		\$1,631,628.62
Aug-24		\$1,631,628.62

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	\$903,148.86	\$6,843,967.80
Apr-24	\$1,024,867.34	\$5,819,100.46
May-24	\$1,176,647.99	\$4,642,452.47
Jun-24	\$0.00	\$4,642,452.47
Jul-24	\$0.00	\$4,642,452.47
Aug-24	\$0.00	\$4,642,452.47

CAPITAL IMPROVEMENTS PLAN

Pursuant to I.C. 6-3.5-7-15 The Town of Cedar Lake, Lake County, Indiana, hereby establishes and continues this Capital Improvement Plan for the use of the Certified Distribution of Economic Development Income Tax Funds as authorized by I.C. 6-3.5-7-13.1.

General Description of Projects:

Road improvements from Major to Minor, arterial street, and interior collector streets in residential subdivisions.

Anticipated improvements will include but not be limited to: complete or partial reconstruction, patching, milling, resurfacing, curb repair and replacement, storm, sanitary or water main utility work, and all other improvements to public infrastructure located within the right-of-way.

Lake Eco Restoration Program – Project 1 Construction ongoing.

Founders Creek Trail – Preliminary planning and funding phase.

133rd Avenue Road Raise Project – Preliminary Engineering ongoing.

East Side Sidewalk Project – Preliminary Engineering ongoing.

Public Works Garage – Planning phase

Estimated Costs of Projects:

The estimated cost of all projects are in excess of 14,000,000.00

Identification of Funding Sources:

It is anticipated that the Town will use its distribution of Economic Development Income Tax Funds, Motor Vehicle Highway Funds, Tax Increment Financing Funds, Casino Gaming Funds, General Funds, and grant/federal funding where applicable.

Project Schedule:

Planning, development and construction commenced in 2020 through present and will continue through 2028.

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

NICK RECUPITO, President

ATTEST:

JENNIFER N. SANDBERG, IAMC, Clerk-Treasurer



April 24, 2024

To: Cedar Lake Town Council
7408 Constitution Ave
Cedar Lake, IN 46303

From: Cedar Lake Board of Safety
Cedar Lake, IN 46303

RE: Approval to Hire – Fire Department

Dear Cedar Lake Town Council:

At the April 24, 2024 Cedar Lake Board of Safety meeting, the Board discussed their support of the hiring to the Cedar Lake Fire Department Full Time Firefighter/EMT [REDACTED]

The Cedar Lake Board of Safety made motion and voted 3 to 1 to send Favorable Recommendation to the Cedar Lake Town Council to approve allowing the Cedar Lake Fire Department to hire the above-named individual to the department.

Please consider this at your next Town Council meeting for approval. If you have any questions, please let me know.

Sincerely,

[REDACTED]
Norman Stick, Chairman

Town of Cedar Lake
Fire and EMS Department
Todd Wilkening, Fire Chief



April 24, 2024

To: Cedar Lake Town Council
7408 Constitution Ave.
Cedar Lake, IN 46303

From: Cedar Lake Board of Safety
Cedar Lake, IN 46303

RE: Withdrawal of Conditional Full Time Employment

Dear Cedar Lake Town Council:

At the April 24, 2024 Cedar Lake Board of Safety meeting, the Board discussed their action to Withdraw the conditional Full-Time Employment offer to [REDACTED]

The Cedar Lake Board of Safety made a motion and voted 4-0 to Rescind the offer of Full Time Employment on the above-named individual. Charlie Kaper made the motion and David Villalobos seconded the motion.

[REDACTED]
Norm Stick, Chairman

CC: Jennifer Sandberg



www.cedarlakefire.com
9430 W 133rd Ave
PO Box 459
Cedar Lake, IN 46303
P: 219-374-5961 F: 219-374-5999

ATM PLACEMENT AGREEMENT:

This **ATM LOCATION AGREEMENT** is entered into and effective this _____ day of _____, 2024; between Station 21 LLC, the (“ATM Owner”) and (“Merchant”) as identified and applies to the following location:

A. BASIC AGREEMENT

It is hereby agreed that the ATM Owner is granted the exclusive right to securely install, maintain, repair, and insure the ATM machine at no cost or obligation to the Merchant.

B. FILLING THE MACHINE AND PROCESSING FEES

ATM Owner will fill the machine with cash and pay all processing fees to the bank.

C. ELECTRICAL REQUIREMENTS

Merchant agrees to provide a 110-volt power receptacle.

D. INSTALLATION & MAINTENANCE

ATM Owner shall install or contract installation of the ATM. For insurance requirements and security purposes the ATM must be bolted to the floor. ATM Owner shall provide all labor involved with service and maintenance of the ATM. ATM Owner shall respond to repair or service calls within a reasonable time.

E. SIGNAGE

With the Merchant’s permission the ATM Owner shall be allowed to erect ATM signage as necessary to attract ATM business.

F. TERM OF AGREEMENT

This agreement shall be in effect for a term of sixty months, during which time no other cash dispensing machines may be used on these premises. The agreement will renew itself for an equal term of sixty months unless the ATM Owner receives written notification to cancel within 60 days of end of the term.

G. MERCHANT COMMISSION

ATM Owner will compensate the Merchant **\$ 50 CENTS** per completed surcharged withdrawal transaction. Transaction totals will be compiled and a commission check will be mailed to the Merchant on an agreed upon schedule to the address provided to the ATM Owner. Unless otherwise agreed upon commission checks will be mailed every six months.

H. SALE OF LOCATION

In the event Merchant sells his business or closes permanently, Merchant can elect to end this agreement early without incurring any penalties, provided Merchant promptly provides the ATM Owner with 60 days written notice of the sale or closing.

I. TERMINATION FOR DAMAGES / TERMINATION FOR LOW USAGE / TERMINATION FOR CAUSE

Merchant agrees that in the event that the ATM is damaged or vandalized or abused in any way the ATM Owner has the right to unilaterally and immediately end the contract and remove the ATM from the Location. If after a period of time there continues to be low usage of the ATM so as to not justify the continued investment of the ATM Owner’s machine in that particular Location, the ATM Owner may unilaterally end the agreement.

J. LIABILITY INSURANCE

Merchant agrees to maintain comprehensive liability insurance at the ATM location.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this ATM Location Agreement.

ATM OWNER

STATION 21 LLC.
614 Gould St.
Beecher, Illinois 60401
(708)522-5176

Signature of Authorized Officer:

PRINT: _____

DATE: _____

01/24

MERCHANT

Legal Business Name / Address for Commission Check:

Signature of Authorized Officer:

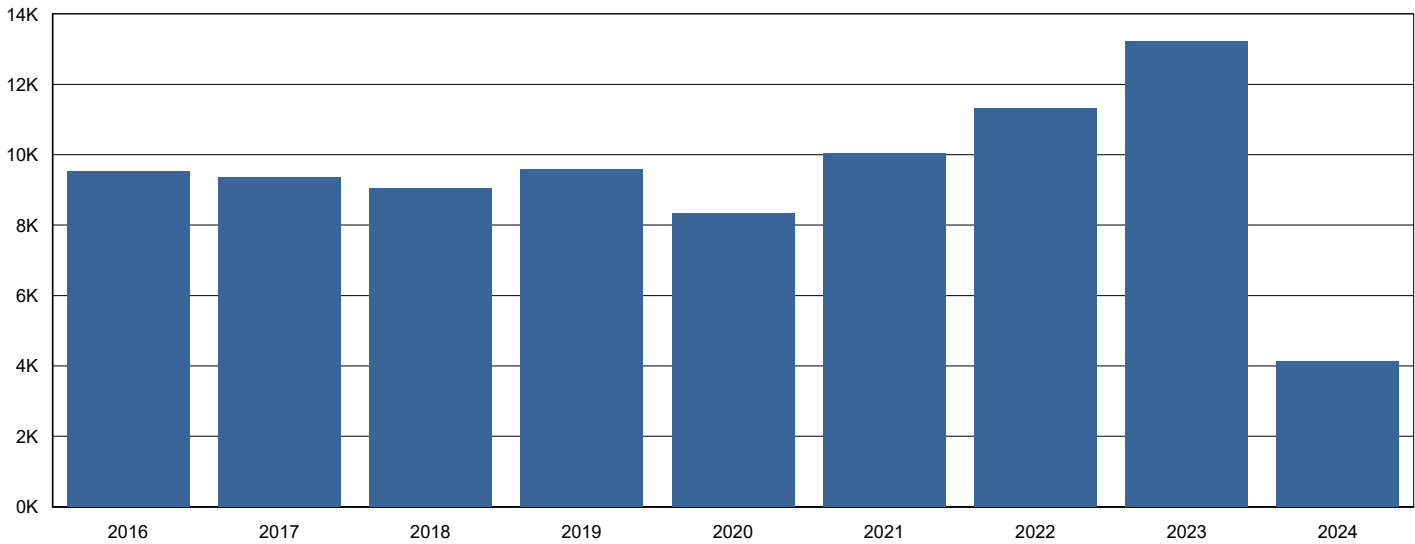
PRINT: _____

DATE: _____

Cedar Lake Police Department

Calls for Service Analysis

1/1/2016to 4/30/2024



	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	1,072
Mar	917	797	633	825	602	956	926	1,186	1,099
Apr	745	808	652	891	350	836	844	1,209	1,050
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	4,138

Calls Per Day: 34.20

Cedar Lake Police Department

Traffic Stop Analysis

1/1/2016 to 4/30/2024



	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	559
Mar	489	372	225	380	190	460	373	632	601
Apr	328	266	229	415	21	376	324	534	509
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	2,069

Cedar Lake Police Department

Warning Analysis

1/1/2016 to 4/30/2024



	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	542
Mar	267	221	125	343	154	395	396	729	537
Apr	194	195	148	376	15	323	301	544	456
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	1,935

Cedar Lake Police Department

Citation Analysis

1/1/2016 to 4/30/2024



	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	167
Mar	244	187	108	120	122	215	164	207	189
Apr	145	142	123	102	38	126	152	215	192
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	668

Cedar Lake Police Department

Law Incident Analysis

1/1/2016 to 4/30/2024



	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	341	440	460	433	499	459	503	513	540
Feb	385	404	451	484	454	460	433	502	495
Mar	458	443	461	461	427	522	546	550	548
Apr	488	564	471	512	334	508	501	649	530
May	512	629	624	518	642	556	674	630	
Jun	612	628	644	505	625	663	659	700	
Jul	629	659	682	510	575	652	630	661	
Aug	505	614	656	572	633	555	637	630	
Sep	489	573	575	602	573	525	578	557	
Oct	439	511	594	476	562	499	539	605	
Nov	425	488	507	444	495	429	514	495	
Dec	441	488	455	420	460	481	546	538	
Total	5,724	6,441	6,580	5,937	6,279	6,309	6,760	7,030	2,113

Cedar Lake Police Department

Arrest Analysis

1/1/2016 to 4/30/2024



	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	25	35	21	28	40	32	31	27	33
Feb	15	17	8	37	22	29	30	29	32
Mar	20	14	20	26	10	27	31	27	27
Apr	33	21	31	31	7	13	31	30	26
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	118

Cedar Lake Police Department

Arrest Offense Analysis

1/1/2016 to 4/30/2024



	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	28	58	26	62	71	51	51	43	50
Feb	25	26	15	71	37	59	47	50	57
Mar	23	25	35	52	18	42	69	48	37
Apr	53	40	45	45	16	21	54	48	38
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	37	
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	499	182

Cedar Lake Police Department

Town Ordinance Warnings

1/1/2024 to 4/30/24

Grouped by Offense

	Jan	Feb	Mar	Apr	Total
<i>Aband Vehicle on Roadway</i>	0	0	4	0	4
<i>Abandoned Vehicle</i>	13	30	16	12	71
<i>DOGS - LICENSE AND</i>	0	0	1	0	1
<i>DOGS - RUNNING AT LARGE</i>	1	0	1	0	2
<i>House Numbers</i>	0	1	0	1	2
<i>Non-Use Refuse Container</i>	0	1	0	0	1
<i>NUISANCES - ACCUMULATION</i>	0	6	2	2	10
<i>NUISANCES - DWELLINGS UNFIT</i>	0	1	1	0	2
<i>NUISANCES - NOXIOUS ODORS</i>	0	0	0	1	1
<i>NUISANCES - OPEN BURNING</i>	0	0	0	1	1
<i>OBSTRUCTIONS TO VISIBILITY AT</i>	0	0	1	0	1
<i>OFF-ROAD VEHICLES -</i>	0	0	0	3	3
<i>OPERATION OF VEHICLE AT STOP</i>	0	1	0	0	1
<i>Parking - Blocking Traffic</i>	2	0	1	0	3
<i>Parking - Signs/Postings</i>	0	1	0	0	1
<i>Parking - Traveled Portion RDWY</i>	0	1	0	1	2

	Jan	Feb	Mar	Apr	Total
<i>Scattering of Refuse</i>	0	1	0	0	1
<i>TRUCK ROUTE</i>	0	1	0	0	1
<i>Unauthorized Accumulation</i>	2	2	2	0	6
Total	18	46	29	21	114

Cedar Lake Police Department

Town Ordinance Citations

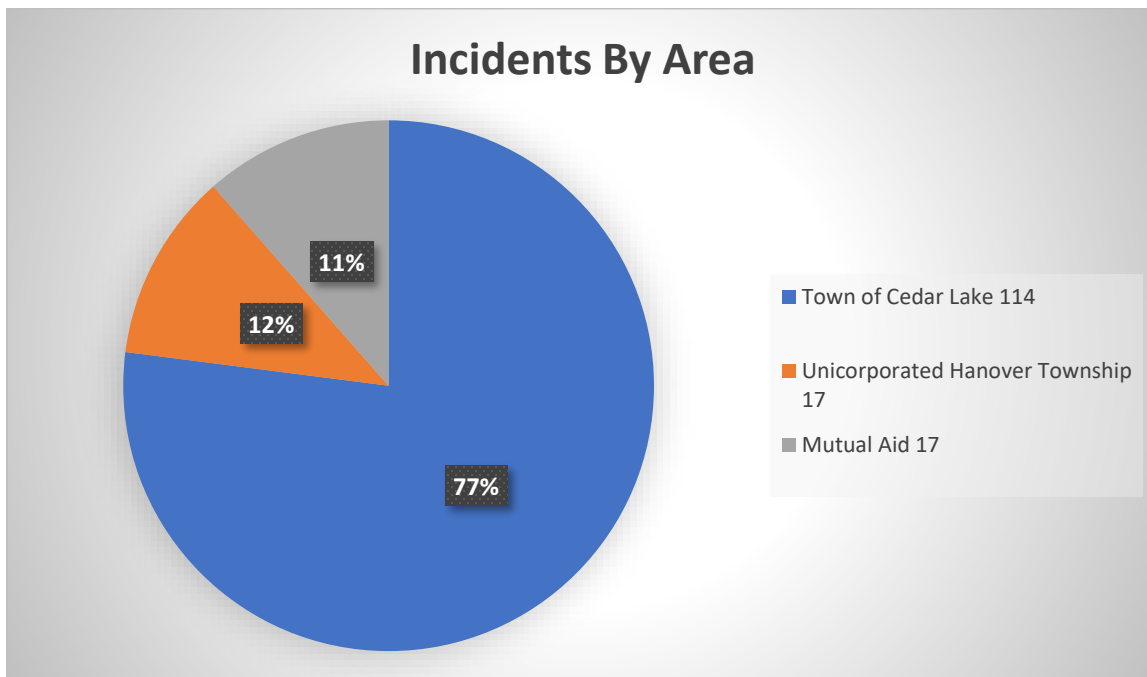
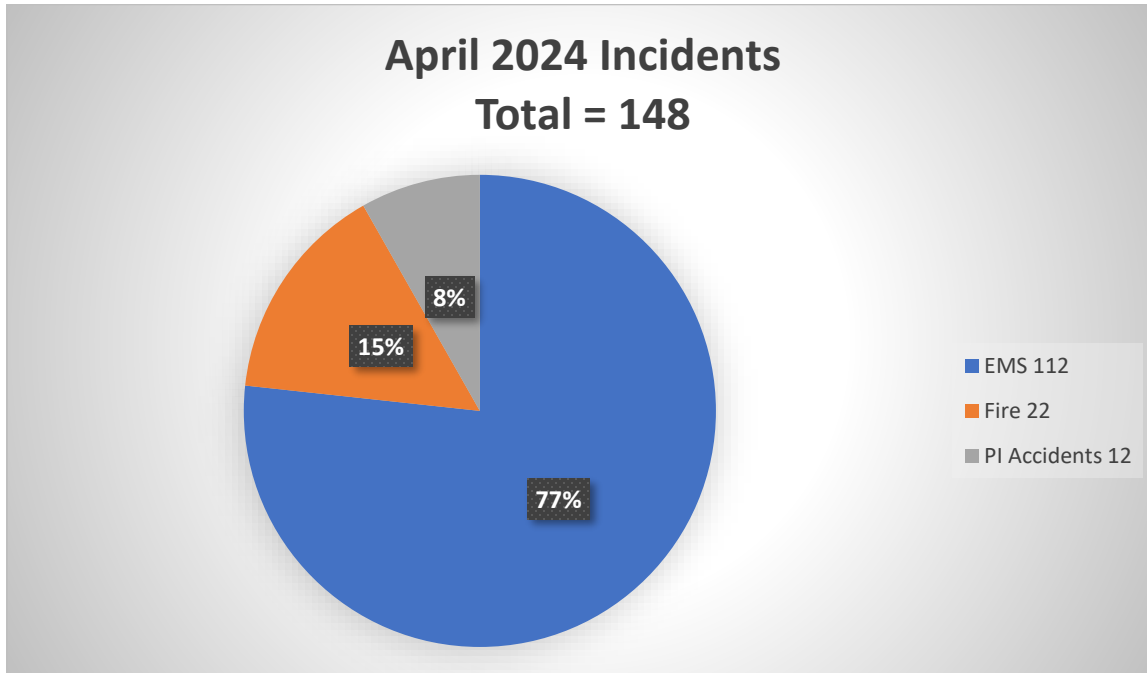
1/1/2024 to 4/30/2024

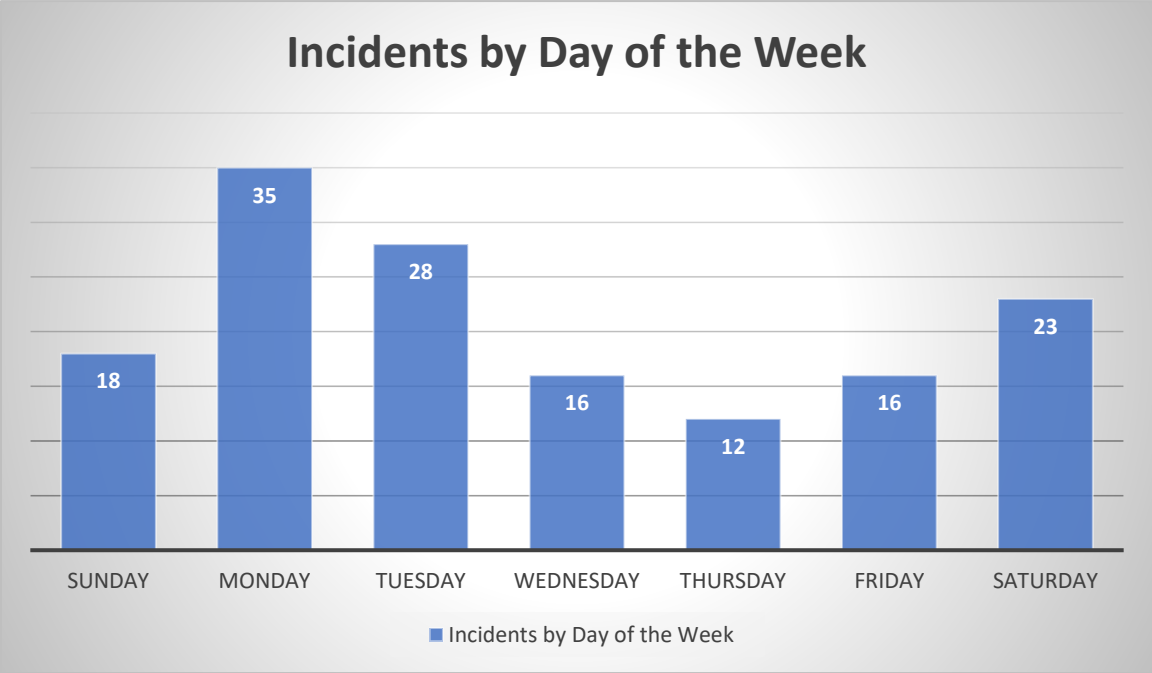
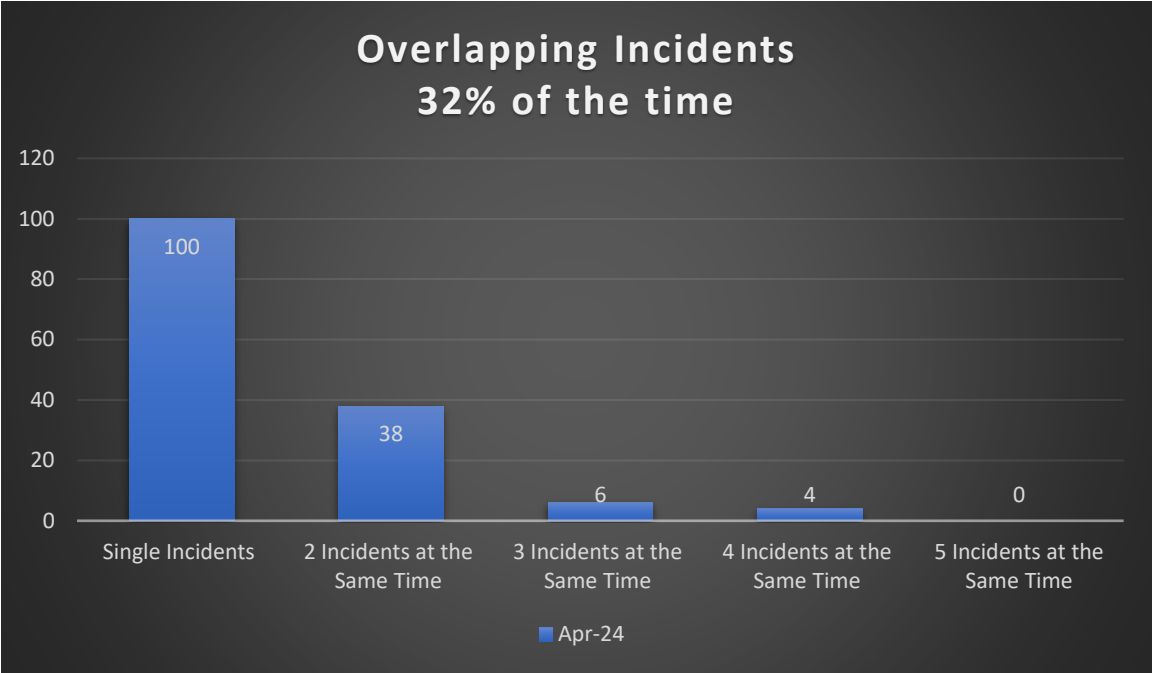
Grouped by Offense

	Jan	Feb	Mar	Apr	Total
<i>Abandoned Vehicle</i>	28	33	31	31	123
<i>DOGS - LICENSE AND</i>	0	1	0	0	1
<i>DOGS - RABIES PROTECTION</i>	0	1	0	0	1
<i>Non-Use Refuse Container</i>	0	1	0	2	3
<i>NUISANCES - ACCUMULATION</i>	2	10	11	10	33
<i>NUISANCES - DWELLINGS UNFIT</i>	0	0	1	0	1
<i>NUISANCES - NOISE</i>	0	0	1	0	1
<i>NUISANCES - OPEN BURNING</i>	0	0	0	1	1
<i>NUISANCES - PROHIBITED</i>	0	0	1	0	1
<i>NUISANCES - WEEDS, RANK</i>	0	0	0	1	1
<i>OBSTRUCTION OF DRIVERS VIEW</i>	0	0	0	2	2
<i>OFF-ROAD VEHICLES -</i>	0	0	2	0	2
<i>PARKING - SIGNS, POSTINGS,</i>	0	0	2	0	2
<i>Scattering of Refuse</i>	1	4	4	2	11
<i>SPEED LIMITS - 11-20 MPH OVER</i>	0	2	0	0	2
<i>SPEED LIMITS - 21-30 MPH OVER</i>	0	2	0	0	2

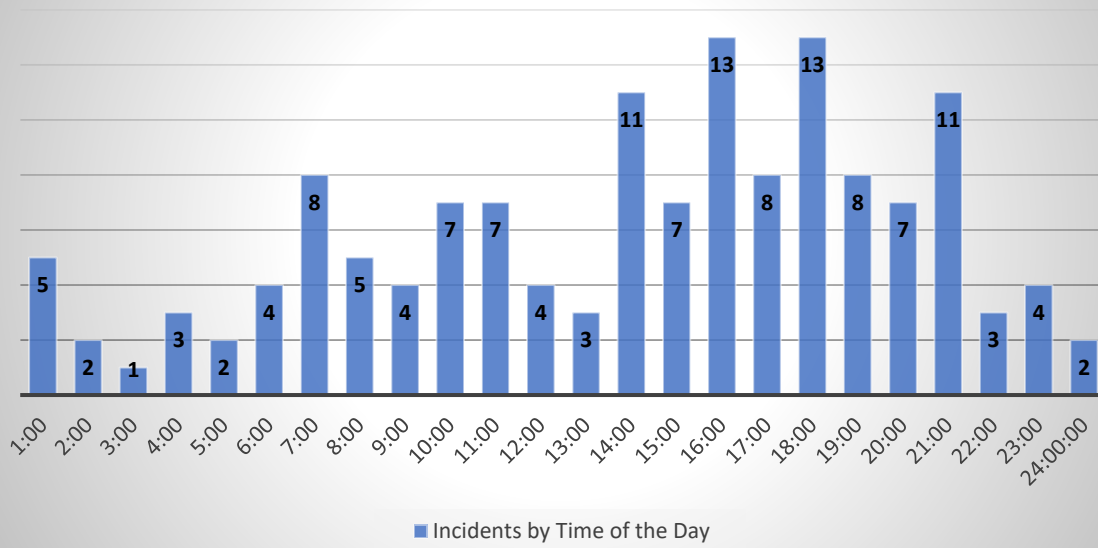
	Jan	Feb	Mar	Apr	Total
<i>Unauthorized Accumulation</i>	0	0	1	5	6
<i>WEAPONS - USE AND DISCHARGE</i>	0	0	1	0	1
Total	31	54	55	54	194

April 2024 Operations Report

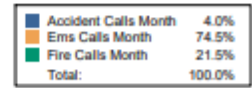
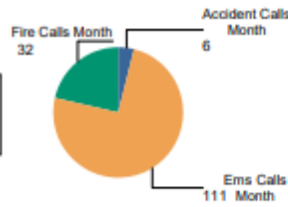
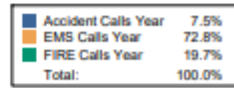
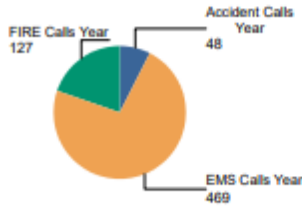




Incidents by Time of the Day



Cedar Lake Fire Department Monthly Summary Report 1/1/2024 to 4/30/2024



Average Daily Calls for Service: 5.39

Yearly Totals

Death Investgtn	1
EMS Abdominal	9
EMS Allergic	4
EMS Animal Bite	1
EMS Assault	6
EMS Back Pain	3
EMS Bleeding	7
EMS Breathing	32
EMS Chest Pain	19
EMS Choking	4
EMS Death	2
EMS Diabetic	14
EMS Fall	74
EMS Full Arrest	10
EMS Gunshot	1
EMS Headache	1
EMS Heart Prob	13
EMS Heat / Cold	1
EMS Lift Assist	73
EMS Misc	2
EMS Overdose	10
EMS Pregnancy	1
EMS Psych	29
EMS Seizure	13
EMS Sick Person	68
EMS Stabbing	1
EMS Standby	7
EMS Stroke	12
EMS Trauma	9
EMS Uncons	26
EMS Unknown	17
Fall	1
FIRE Alarm	18
FIRE Appliance	1
FIRE Assist	7
FIRE Brush	4
FIRE CO Alarm	18
FIRE Electrical	2
FIRE Garage	1
FIRE Gas IN	10
FIRE Gas OUT	3
FIRE Inspection	1
FIRE Marine	1
FIRE Misc	1
FIRE Mutual Aid	2
FIRE Odor	3

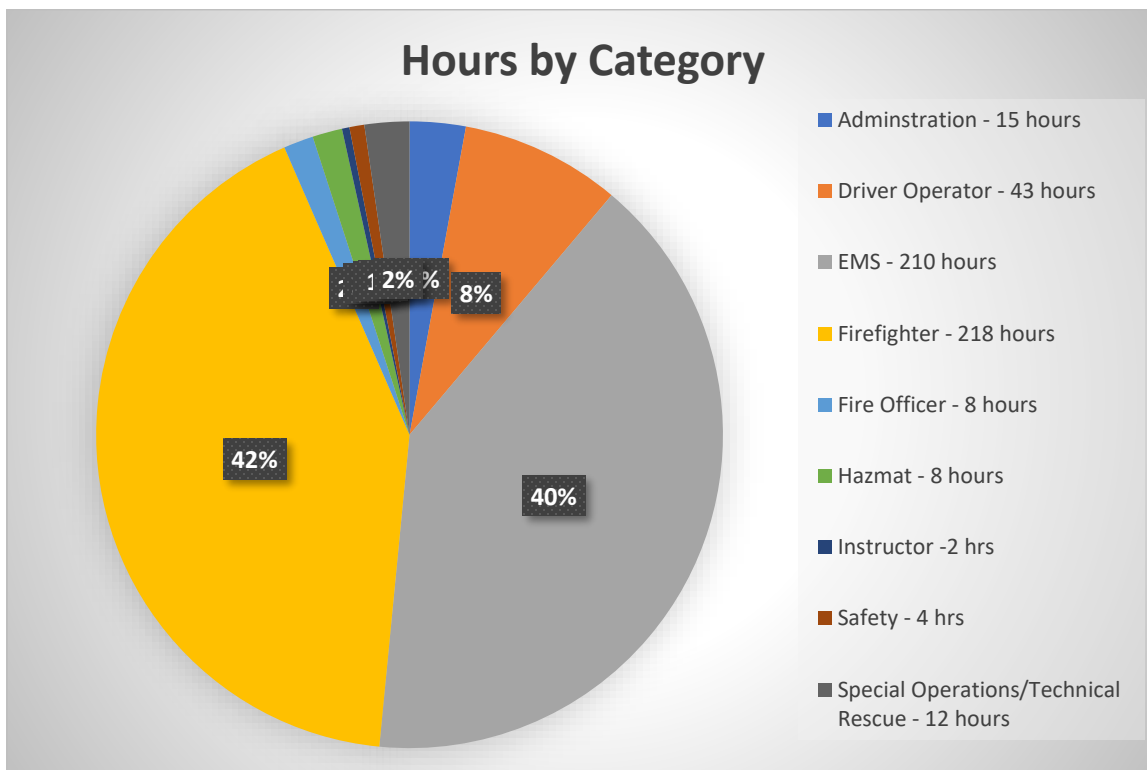
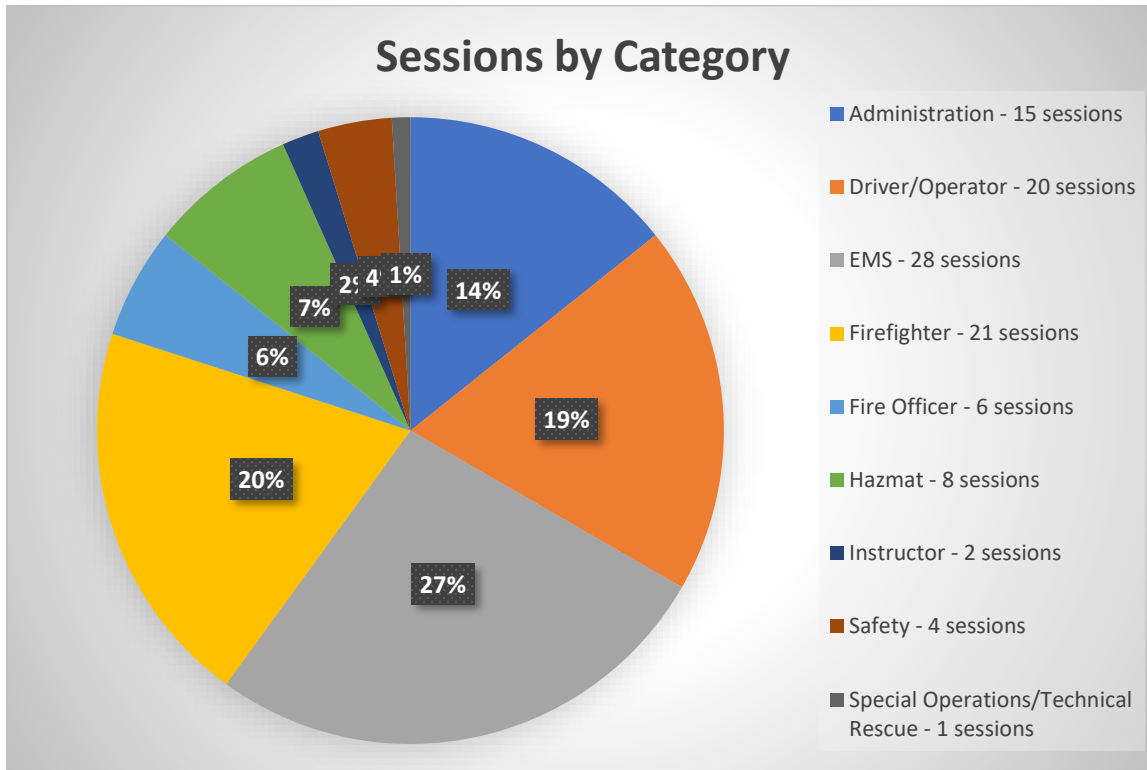
Monthly Totals

EMS Abdominal	3
EMS Allergic	1
EMS Assault	1
EMS Back Pain	1
EMS Breathing	11
EMS Chest Pain	6
EMS Choking	1
EMS Diabetic	2
EMS Fall	17
EMS Full Arrest	3
EMS Heart Prob	4
EMS Lift Assist	16
EMS Overdose	3
EMS Psych	5
EMS Seizure	2
EMS Sick Person	18
EMS Standby	1
EMS Stroke	3
EMS Trauma	2
EMS Uncons	8
EMS Unknown	3
FIRE Alarm	4
FIRE Assist	1
FIRE Brush	2
FIRE CO Alarm	1
FIRE Gas IN	2
FIRE Mutual Aid	1
FIRE Odor	1
FIRE Outside	2
FIRE Smoke In	1
FIRE Smoke Out	1
FIRE Standby	4
FIRE Structure	9
FIRE Utility	2
FIRE Water Resc	1
PI Accident	6
Total for Month:	149

FIRE Outside	4
FIRE Smoke In	1
FIRE Smoke Odor	1
FIRE Smoke Out	1
FIRE Standby	9
FIRE Structure	29
FIRE Utility	7
FIRE Washdown	1
FIRE Water Resc	2
PI Accident	48
Welfare Check	1
Total for Year:	647

April 2024 Training Report

Hours Logged: 520



Town of Cedar Lake

Office of Building, Zoning, and Planning

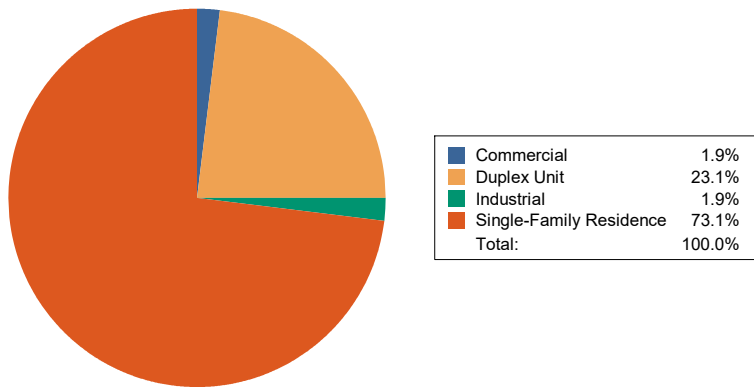
7408 Constitution Ave - PO Box 707 - Cedar Lake, IN 46303

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

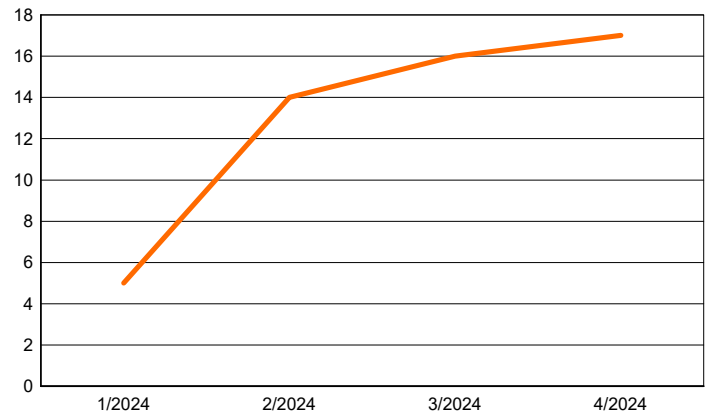


**Report of All New Construction Permits
1/1/2024 to 4/30/2024
Grouped by Month**

New Construction Type



Permits by Month



January 2024

Residential New Construction Permits: **4**

Industrial New Construction Permits: **1**

New Construction Permits: **5**

New Residential Construction Value: **\$1,491,250**

New Industrial Construction Value: **\$680,000**

Total Value of Construction for January: **\$2,171,250**

February 2024

Residential New Construction Permits: **14**

New Construction Permits: **14**

New Residential Construction Value: **\$4,634,093**

Total Value of Construction for February: **\$4,634,093**

March 2024

Residential New Construction Permits: **15**

Commercial New Construction Permits: **1**

New Construction Permits: **16**

New Residential Construction Value: **\$4,282,161**

New Commercial Construction Value: **\$700,000**

Total Value of Construction for March: **\$4,982,161**

April 2024

Residential New Construction Permits: **17**

New Construction Permits: **17**

New Residential Construction Value: **\$4,665,310**

Total Value of Construction for April: **\$4,665,310**

Total New Construction Permits: **52**

Total Residential New Construction Permits: **50**

Total Commercial New Construction Permits: **1**

Total School New Construction Permits: **0**

Total Value of New Construction: **\$16,452,814**

Total Value of New Residential Construction: **\$15,072,814**

Total Value of New Commercial Construction: **\$700,000**

Total Value of New School Construction:

Town of Cedar Lake

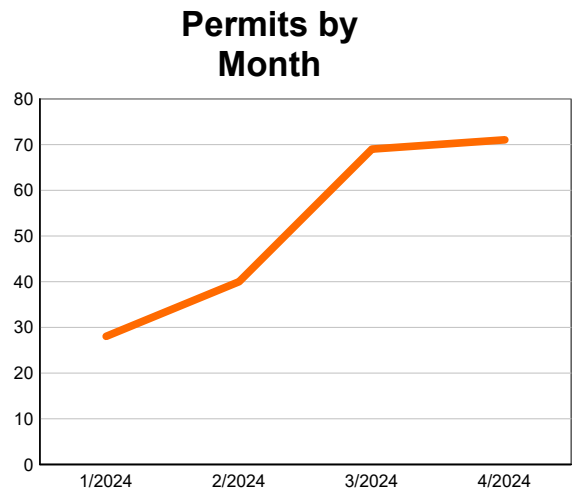
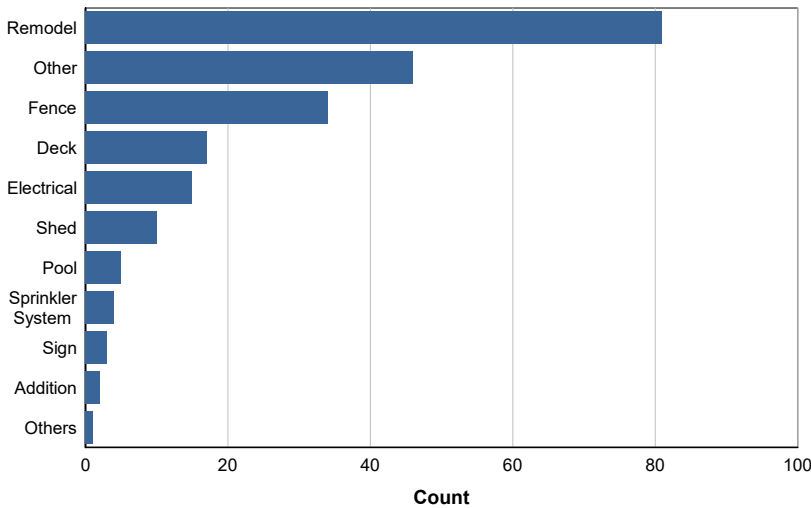
Office of Building, Zoning, and Planning

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 4/30/2024
Grouped 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

February 2024

Residential Permits: **35**
 Commercial Permits: **2**
 Church Permits: **2**
 Municipal Permits: **1**
Total of Other Permits: 40

Residential Permits Value: **\$687,608**
 Commercial Permits Value: **\$382,987**
 Church Permits Value: **\$28,951**
 Municipal Permits Value:
Total Value of All Other Permits: \$1,099,546

March 2024

Residential Permits: **64**
 Commercial Permits: **3**
 Church Permits: **1**
 Municipal Permits: **1**
Total of Other Permits: 69

Residential Permits Value: **\$1,345,991**
 Commercial Permits Value: **\$50,211**
 Church Permits Value: **\$20,400**
 Municipal Permits Value: **\$3,500**
Total Value of All Other Permits: \$1,420,102

April 2024

Residential Permits: **68**

Commercial Permits: **3**

Total of Other Permits: **71**

Residential Permits Value: **\$1,285,573**

Commercial Permits Value: **\$217,500**

Total Value of All Other Permits: **\$1,503,073**

Grand Total of Other Permits: **208**

Grand Total Value of All Other Permits: **\$4,747,013**

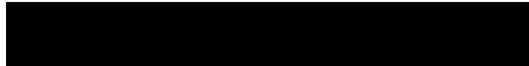


May 17, 2024

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 May 21, 2024 Town Council Meeting



Dear Council Members:

This letter summarizes Christopher B. Burke Engineering, LLC (CBBEL) Town Engineer activities for reporting and action (as necessary) for the May 21, 2024 Town Council meeting. This report covers activities for the period of April 13, 2024 through May 17, 2024.

1) Cedar Lake Dredging and Sediment Dewatering Facility Project

Dredging operations have ceased as of May 16, 2024. Dredge America has indicated they have reached the volume cap based on available funding to the project. Their sub-consultant will begin as-built surveys of the 2024 areas on Wednesday. CBBEL will review this survey to establish final quantities. Dredge America crews will leave the site for this coming week while the as-built survey is completed.

The dredge is due to be removed from the lake in a week to be transported to Kansas for another 2-month project. Final demobilization of the Cedar Lake project will commence in August unless additional funding is provided. If additional funding is procured, there will be an additional mobilization fee assessed by Dredge America.

Operation of the Sediment Dewatering Facility will be transferred to the Town once the project is formally closed.

2) MS4 Coordination

CBBEL will be holding a MS4/SESC workshop on May 21st at 8:30am at Town Hall to cover Developers, Builders, Trades, and Contractor's responsibilities under the IDEM Construction Stormwater General Permit. The workshop is meant to educate all stakeholders in their responsibilities, better construction site management, better reporting standards, and lines of communication.

3) NIRPC/State Legislature/INDOT/IDNR Updates

No Change from Previous Report. 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 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.

A September Notice of Funding Availability (NOFA) will be completed by NIRPC. Potential roadway applications were presented to the Town Council President on March 14th for consideration. We recommend that meeting with the Town Street Committee be scheduled to discuss future street/stormwater projects.

4) Other Funding Opportunities

- **Crack Sealing and Striping Project, Community Crossing Grant, 2023-2:** This project is now substantially complete. CBBEL is coordinating quantities with Site Services to prepare a pay application and formally close the project.
- **2023 CDBG Funds, Lynnsway ADA Ramps:** This project has been substantially completed. CBBEL is coordinating quantities with H3 Concrete to prepare a pay application and formally close the project.
- **USDOT, Safe Streets and Roads for All (SS4A):** *No Change from Previous Report.* 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 met with Town staff on April 4th to discuss the draft report. CBBEL received feedback and will now finalize the report. A public meeting has been tentatively scheduled for June 12th. The public meeting is required to meet public participation requirements of the self-certification process for the plan. The report is a necessary part of requirement to be eligible for implementation funding.

- **PCB Monsanto Class Action Settlement**

- **City of Long Beach [CA], et al. v. Monsanto Company, et al.**

- The Part B Special Funding application deadline was on April 28th. CBBEL reached out to the court appointed special master attorney and were told that any funding decisions would most likely take "...months, not weeks..." to be determined.

5) Town Street Committee & Roadway Items

- Shades (East of Morse St and North of 141st Avenue): The project re-started last week with construction occurring on Rocklin Street and Sherman Street. CBBEL and the Contractor were notified by NIPSCO during utility locates that they were showing errors on their internal utility mapping with unmarked/abandoned service lines on Sherman Street. Based on unknown locations of these service lines, they issued an emergency main relocation to be completed next week. This should not impact our project as our Contractor has shifted to Rocklin Street; however, NIPSCO relocation had been coordinated almost 18 months in advance, so this issue is a concern to CBBEL and a potential delay to the project. If NIPSCO maintains their project schedule, then the project should remain on schedule. We will keep Town staff advised on NIPSCO's status over the coming week.

Curb and gutter has been added to a portion of 140th Avenue per a unanimous vote at Storm Board on May 14th. This curb and gutter will collect runoff from the roadway prior to it leaving and impacting adjacent parcels below the road. A formal change order will be completed to add it to the project. The Phase 1B portion of the project has a 75 working day requirement to substantial completion and 90 working days to final completion.

It is our understanding that all easements have been procured within the Phase 1B primary limits. An easement on the [REDACTED] parcel has not been procured. This easement is only necessary to replace an existing culvert in-kind. If the homeowner does not grant the easement, this portion of the project will be removed from the contract.

- 133rd Avenue Road Raise: Our geotechnical consultant, AES, completed borings on 133rd Avenue last week. We are awaiting the report to begin engineering of the

roadway. NEPA and CE document work has commenced as this work will most likely be the critical path to a summer 2025 letting.

- 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: 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 is awaiting direction on how to proceed with the three crossings of the CSX RR.

CBBEL provided the updated MFS Billing Form and updated plans to include a central median to Norfolk Southern Railroad on May 2nd for review.

- Road Impact Fee: *No Change from Previous Report*. CBBEL provided a memorandum on June 23rd summarizing costs and tasks related to implementing a Road Impact Fee on new developments.
- Police-Fire Buildings: CBBEL is coordinating with Town staff and the Contractor on an as-needed basis. CBBEL attended the weekly status meeting on May 8th to update everyone on the status of the east side watermain permitting.

CBBEL held the bid opening meeting on May 6th at 10:00am at Town Hall for the Emergency Vehicle Preemption (EVP) Signage Project at the new fire station. CBBEL issued an award recommendation and bid tabulation letter to Town staff on May 7th for review.

6) Redevelopment Commission

CBBEL is completing the following projects for the Redevelopment Commission:

- Morse Street/Constitution Avenue Watermain Extension: A report was issued to IDEM on April 17th summarizing the east side water modeling, planned improvements, and future long-term expansion plans.

The Town Water Department staff took additional water quality samples at the Paradise Cove wells earlier this week at the request of IDEM. The testing is currently being completed by Microbac with results expected soon. CBBEL is also coordinating with Town staff to complete an IDEM construction permit for upgrades to the Paradise Cover wellhouse facility. The construction permit will also include the

watermain extension for this project.

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 May 15th for the Applicant to address. CBBEL and the Applicant are coordinating the remaining watermain items with Town staff. CBBEL, Town staff, Schilling, and DVG held a meeting on May 15th to discuss remaining items.
- 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.
- Carlin's Cove 1-Lot Subdivision: CBBEL issued a letter on May 9th recommending approval of the final plat.
- Kubal Addition 1-Lot Subdivision: CBBEL issued a letter on May 9th recommending approval of the final plat.
- 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

Storm Board members completed scoring of 2024 projects at the May 14th meeting. Rollover 2023 funds are estimated at \$375,000 and the 2024 budget has been estimated to be \$375,000. It is our understanding that 2024 funds will be allocated to the Storm fund through two bi-annual deposits. A project scoring summary is attached to this letter.

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. This project was scored at the May 14th meeting.**

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. **All easements have been procured except an ingress-egress easement which will provide access to the Phase 2 corridor. This easement is being prepared by CBBEL and will be sent to the Town Attorney when completed for review. As this project was highly scored and will be completed outside of Town staff, the Storm Board provided CBBEL direction to start completing quote documents for the project.**

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. **It is our understanding that this project has been completed by Town Public Works staff except lawn restoration.**

9000 W. 130th Court, Woodland Hills Subdivision: CBBEL reviewed the video of this pipe and 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 Director of Operations needs to evaluate if this project can be completed without an easement from the western property adjoiner.**

Wilson Ditch Projects, 8235-8337 W. 128th Place: Public Works will be completing installation of an additional inlet at the corner of Wrightwood Street and W. 128th Place to capture runoff within the vicinity. Additionally, an estimate is being prepared for a streambank stabilization project in front of 8337 W. 128th Place. **The project has been completed at the corner of Wrightwood Street and W. 128th Place. The streambank stabilization project was included in the 2024 project scoring.**

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, Cedar Lake Storage, Lakeview Business Park (with individual lots), Oakwood, Police/Fire Complex, Cedar View, 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,

A handwritten signature in black ink, enclosed in a red rectangular box. The signature appears to be "D. C. Oliphant" written in a cursive style.

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

L060015 Council Report 051724.docx

CC: Planning Director
Director of Operations
Building Administrator
Town Attorney

Attachments: 2024 Project Scoring Summary
Project Status Report
All Projects Schedule

2024 Storm Board Project Scoring Summary

2023 Carryover: +/--\$375,000

2024 Estimated Budget: \$399,000

<u>Projects</u>	<u>Scores</u>			Average	Rank	Estimated Costs
	Ryan Lisek	Ben Kincheloe	Patrick Conlon			
Woods of Cedar Creek - Phase 2	16	15	15	15.33333	4	\$150,000
Woodland Shores Storm Sewer (Hinds, formerly Becker)	10	11	12	11	9	\$130,000 (partial)
Shades Subdivision, W. 140th Ave Curb and Gutter	20	16	17	17.66667	1	\$20,000
Wilson Ditch (8235 W. 128th Pl)	17	15	16	16	3	\$45,000
Lake Shore Drive Pipe Collapse	15	16	18	16.33333	2	\$40,000
Dewey Street Lateral (14616 Dewey St)	16	13	15	14.66667	8	\$10,000
Monastery Woods, 10026 W. 128th Ave	15	14	17	15.33333	4	\$10,000
Summer Winds, 10132-136 W. 133rd Pl	16	14	15	15	6	\$8,000
Woodland Hills, 130th Ct Cul-de-Sac	16	14	15	15	6	\$10,000
Schubert/Dodge Street Storm Sewer System	12	7		9.5	10	TBD

Town of Cedar Lake – Project Status Report

Christopher B. Burke Engineering, LLC

updated 05/17/24

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
060015.00001	Town Council	n/a	Town Council Report for 05/21/24 meeting	Completed	05/17/24
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>Dredging operations have ceased as of May 16, 2024. Dredge America has indicated they have reached the volume cap based on available funding to the project. Their sub-consultant will begin as-built surveys of the 2024 areas on Wednesday. CBBEL will review this survey to establish final quantities. Dredge America crews will leave the site for this coming week while the as-built survey is completed.</p> <p>The dredge is due to be removed from the lake in a week to be transported to Kansas for another 2-month project. Final demobilization of the Cedar Lake project will commence in August unless additional funding is provided. If additional funding is procured, there will be an additional mobilization fee assessed by Dredge America.</p> <p>Operation of the Sediment Dewatering Facility will be transferred to the Town once the project is formally closed. – 05/17/24 Council Report for details.</p>	ongoing
230324	Morse/Constitution Watermain Project	\$210,100 (combined)	Construction Observation	<p>A report was issued to IDEM on April 17th summarizing the east side water modeling, planned improvements, and future long-term expansion plans.</p> <p>The Town Water Department staff took additional water quality samples at the Paradise Cove wells earlier this week at the request of IDEM. The testing is currently being completed by Microbac with results expected soon. CBBEL is also coordinating with Town staff to</p>	ongoing

Town of Cedar Lake – Project Status Report

Christopher B. Burke Engineering, LLC

updated 05/17/24

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
				complete an IDEM construction permit for upgrades to the Paradise Cover wellhouse facility. The construction permit will also include the watermain extension for this project. – 05/17/24 Council Report for details.	
230324	Shades Subdivision Project	\$210,100 (combined)	Construction Observation	<p>The project re-started last week with construction occurring on Rocklin Street and Sherman Street. CBBEL and the Contractor were notified by NIPSCO during utility locates that they were showing errors on their internal utility mapping with unmarked/abandoned service lines on Sherman Street. Based on unknown locations of these service lines, they issued an emergency main relocation to be completed next week. This should not impact our project as our Contractor has shifted to Rocklin Street; however, NIPSCO relocation had been coordinated almost 18 months in advance, so this issue is a concern to CBBEL and a potential delay to the project. If NIPSCO maintains their project schedule, then the project should remain on schedule. We will keep Town staff advised on NIPSCO's status over the coming week.</p> <p>Curb and gutter has been added to a portion of 140th Avenue per a unanimous vote at Storm Board on May 14th. This curb and gutter will collect runoff from the roadway prior to it leaving and impacting adjacent parcels below the road. A formal change order will be completed to add it to the project. The Phase 1B portion of the project has a 75 working day requirement to substantial completion and 90 working days to final completion.</p> <p>It is our understanding that all easements have been procured within the Phase 1B primary limits. An easement on the Veldkamp parcel has not been procured. This easement is only necessary to replace an existing culvert in-kind. If the homeowner does not grant the easement, this portion of the project will be</p>	ongoing

Town of Cedar Lake – Project Status Report

Christopher B. Burke Engineering, LLC

updated 05/17/24

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
				removed from the contract. – see 05/17/24 Council Report for details.	
090043	MS4 Coordination	\$19,400 (annual)	MS4 Coordination Services & Development	CBBEL will be holding a MS4/SESC workshop on May 21 st at 8:30am at Town Hall to cover Developers, Builders, Trades, and Contractor’s responsibilities under the IDEM Construction Stormwater General Permit. The workshop is meant to educate all stakeholders in their responsibilities, better construction site management, better reporting standards, and lines of communication. – see 05/17/24 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																																				
Shades Subdivision, Phase 1																																				
Construction																																				
Stage 2 - Cedar Lake Dredging																																				
Construction																																				