



TOWN COUNCIL PUBLIC MEETING AGENDA

June 4, 2024 - 7:00 PM

PLEDGE OF ALLEGIANCE

OPENING PRAYER

CALL TO ORDER/ROLL CALL:

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

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

PRESENTATION: Recognition of Service
Sheryl Corey, Shared Ethics Commissioner

PUBLIC COMMENT *(on agenda items):*

CONSENT AGENDA:

1. **Minutes:** April 16, 2024 and May 21, 2024
2. **Claims:** All Town Funds: \$211,882.53; Wastewater Operating: \$193,512.36; Water Utility: \$56,249.33; Storm Water: \$23,558.68; and Payroll: May 23, 2024 and May 31, 2024 - \$289,951.27

ORDINANCES/RESOLUTIONS:

1. Ordinance 1488 Regulations for Bus Vehicles and the Discharge of Passengers (2nd Reading Required) (deferred on 5/22/2024)
2. Ordinance 1489 Special Events Amendment (deferred on 5/22/2024)

NEW BUSINESS:

1. Rescind offer of Full-Time Employment offer to Mark Whitlock. *(Favorable recommendation (4-0) from the Board of Safety on April 24, 2024) (deferred on 5/22/2024)*
2. Approve Amended Placement Agreement for a full-time ATM in the Police station (deferred on 5/22/24)
3. Approve request to extend an offer of employment agreement to the Deputy Technology Director – GIS Coordinator candidate.
4. Award a contract for the Fire Department Emergency Vehicle Preemption Project Bid
5. Approve the Change Order #2 Request for the 2024 Crack Seal & Pavement Marking Project from \$158,918.00 to **\$160,488.92**

6. Approve Pay Request #1, Final, for Crack Seal and Pavement Marking Project in the amount of **\$160,488.92**
7. Approve 2023 CDBG Lynnsway ADA Improvements Change Order #1 from \$78,345.60 to **\$72,904.29**
8. Approve 2023 CDBG Lynnsway ADA Improvements Pay Request #1, Final, in the amount of **\$72,904.29**
9. Approve Shades Subdivision Improvements, Phase 1, Pay Request #5, in the amount of **\$155,308.92**
10. Review request from Park Board to change ordinance in order for rental fees to be deposited into parks budget
11. Review 4 requests for Tourism Funds.
 - a. Summerfest
 - b. Town Planner Calendars - \$300
 - c. Parks and Recreation – Taylor Ice Festival
 - d. Lassen’s Resort – at least \$1,000
 - e. Cedar Lake Branding Materials for use in parades, events, etc. \$500
12. Approve request to advertise for a water department crew worker position
13. Appoint new Board of Safety Member

REPORTS:

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

WRITTEN COMMUNICATION:

PUBLIC COMMENT:

ADJOURNMENT:

PRESS SESSION:

NEXT MEETING: Tuesday, June 18, 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.

June 4, 2024

ALL TOWN FUNDS \$211,882.53

WASTEWATER OPERATING \$193,512.36

WATER UTILITY \$56,249.33

STORM WATER \$23,558.68

PAYROLL 5/23/24 and 5/31/24 \$289,951.27

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

Exhibit A

(Rules and Regulations of the Town of Cedar
Lake Regarding Bus Vehicles and Passenger
Discharge Procedures)

**RULES AND REGULATIONS OF THE TOWN OF
CEDAR LAKE, LAKE COUNTY, INDIANA
REGARDING BUS VEHICLES AND PASSENGER
DISCHARGE PROCEDURES**

I. DEFINITIONS

For the purposes of these Rules and Regulations, the following definitions shall apply.

- a. “Application” means a form that the Town of Cedar Lake Chief of Police makes available for receiving and reviewing proposed bus operations.
- b. “Approval” means written notice that the Chief of Police has received, reviewed, and determined that an Application satisfies the requirements of the Town and the Policy.
- c. “Chief of Police” means the Town of Cedar Lake Chief of Police.
- d. “Policy” means this written Policy.
- e. “Regularly scheduled service” means bus service that operates trips on a predictable and recurring basis, following a schedule that is published in advance and is available to the general public, and provides service in exchange for payment of a fare.
- f. “Unscheduled bus” means any bus used for the transportation of persons between the Town of Cedar Lake and outside of the Town area that is not operating pursuant to authorization of the Chief of Police via: (i) an approved letter of permission, or (ii) an approved schedule and/or approved pick-up/drop-off zone, as of the effective date of this Policy
- g. “Town” shall mean the Town of Cedar Lake, Lake County, Indiana.

II. APPLICABILITY

The Application, review, and approval process pursuant to the limitations and requirements of this Policy for unscheduled buses shall apply to all operators seeking an unscheduled bus service for a specified date, time, and location for the loading or unloading of passengers in accordance with approved written authorization as herein required.

III. NOTICE AND APPLICATION REQUIRED

The operator of any unscheduled bus must make application for an approval to arrive and load/unload passengers in the Town on the appropriate and designated form made available by the Chief of Police. All Applications for unscheduled bus

service must be received by the Chief of Police a minimum of five (5) full business days prior to the requested date of arrival in the Application.

All Applications shall include the proposed passenger list, and the operator shall be required to perform background checks on each passenger over the age of eighteen (18), and shall provide copies of same to the Chief of Police as part of the Application.

Each Application for an unscheduled bus drop off must include an order authorizing the drop executed by the Town of Cedar Lake Police Chief originating the transfer of such passengers

IV. PROCESSING AND APPROVAL OF APPLICATIONS

Applications for unscheduled bus vehicles will be reviewed on a first-come, first-serve basis. No more than one (1) application, regardless of operator, shall be approved by the Chief of Police and Town Manager for a given date, time, and location.

V. DAYS AND HOURS OF OPERATION

Unscheduled buses shall load/unload passengers within the Town only between the hours of 10:00 a.m. and 4:00 p.m., Monday through Friday, and not at any time on Saturdays, Sundays, or designated Town Holidays.

VI. PASSENGER PICK-UP/DROP-OFF LOCATIONS

Unscheduled buses shall only load/unload passengers at locations designated by the Chief of Police, which shall be listed on the approved Application.

VII. PUNCTUALITY

For any given approval, unscheduled buses must arrive no sooner than thirty (30) minutes before, and no later than thirty (30) minutes after, the approved arrival and departure times, otherwise the Application shall be considered invalidated and void. Any loading/unloading of passengers outside of this scheduled window shall result in a \$750.00 fine per passenger to the operator.

VIII. PROOF OF APPLICATION AND APPROVAL

Operators of unscheduled buses must carry a physical or electronic copy of approved Applications and present same for inspection at the place of loading/unloading upon request by any employee or designee of the Town.

IX. PENALTY

Any operator of an unscheduled bus that attempts to or does in fact load/unload passengers without an approved Application shall be subject to a \$750.00 fine per passenger upon the bus operator.

X. TOWING AN IMPOUNDING

In addition to any fees or fines set forth in the Policy, any unscheduled bus used in violation of this Policy shall be subject to immediate seizure and impoundment. The owner of record of said bus shall be liable for any and all towing, storage, and administrative fees associated with the towing and storage of the bus. The owner of record shall also be subject to an administrative fine of Five Thousand 00/100 Dollars (\$5,000.00).

Whenever a Police Officer with supervisory authority and who is present at the time of an alleged violation of this Policy has probable cause to believe that a bus is subject to seizure and impoundment pursuant to these Rules and Regulations, the Police Officer shall provide for the towing of the bus vehicle to an authorized towing facility.

Before or at the time the bus is towed, the Police Officer shall notify any person identifying themselves as the owner of the bus at the time of the alleged violation, or the person who is found to be in control of the bus at the time of the alleged violation, if there is such a person, of the fact of the seizure and of the bus owner's right to request a Vehicle Impoundment Hearing to be conducted pursuant to the Town of Cedar Lake Municipal Code by serving such a person with a copy of the citation.

XI. CIVIL REMEDIES

The Town Attorney is hereby authorized and directed to prosecute and utilize any and all civil remedies against bus operators that fail to or refuse to comply with the Policy or these Rules and Regulations. Such civil remedies include, but are not limited to, injunctive relief, declaratory judgements, and debt collection actions.

**TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA,
APPLICATION FOR BUS VEHICLE PASSENGE
DISCHARGE**

All buses must use this Application form and receive approval from the Town of Cedar Lake prior to loading/unloading any passengers within the Town limits.

APPLICANT INFORMATION

Bus Company Name: _____

Bus Company Address: _____

Bus Company State of Incorporation: _____

Primary Contact Name: _____

Title/Position of Primary Contact: _____

Primary Contact Phone: _____

Primary Contact E-Mail: _____

Bus Driver's Full Name (including middle): _____

Bus Driver's Date of Birth: _____

Bus Driver's Phone Number: _____

Bus Driver's Operator's License #: _____

State of Issuance: _____ Expiration Date: _____

Other employees (bus Company or 3rd Party Contractors or individuals assisting with the transportation of passengers: (attach a separate page if needed)

Full Name of any 3rd Party: _____

Date of Birth: _____

PASSENGER INFORMATION

- A. The Applicant **must** attach a proposed passenger list of all proposed passengers (including any employees of a 3rd Party involved in the transportation of passengers) to this Application.

- B. The Applicant **must** provide background check information for all proposed passengers (including 3rd Party Contractors or individuals assisting in the transportation of passengers) over the age of eighteen (18) years. **Attach background check information to this Application. Failure to attach background information will result in the Application being denied with no further processing.**

- C. Any passenger or 3rd Party employee/individual not listed on the Application who exits the bus will be considered in violation of the Town Policy (failure to submit a background check with the Application) and will result in a \$750.00 fine, per person, assessed to the bus operator.

ARRIVAL INFORMATION

Proposed Arrival Date*: _____

*(*Must be at least 5 business days from the date of Application submission)*

Proposed Arrival Time:

(check only one time period)

Morning: 10-11 a.m. 11a.m.-12p.m.

Afternoon: 12-1 p.m. 1-2 p.m. 2-3 p.m. 3-4 p.m.

USDOT of Bus: _____

Bus License Plate and State: _____

Any unscheduled bus that allows passengers to disembark outside these days and hours will be considered in violation of the Town Policy and will result in a fine, per person, assessed to the bus operator.

AUTHORIZATION FROM HEAD OF PUBLIC BODY INITIATING TRANSFER

The Applicant **must** provide an Order authorizing the transfer of the proposed passengers which is executed by the head of the public body which has initiated the transfer via unscheduled bus.
No Application shall be processed without a copy of the Authorizing Order.

Applicant Signature

Date

Applicants Name Printed

(required)

Notary Seal

Town Use Only:

Date Received: _____ Time Received: _____ How Received: _____

Signature of Town Official: _____ Approve

Name of Town Official: _____ Deny

Signature of Town Manager: _____ Approve

Name of Town Official: _____ Deny

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



April 24, 2024

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

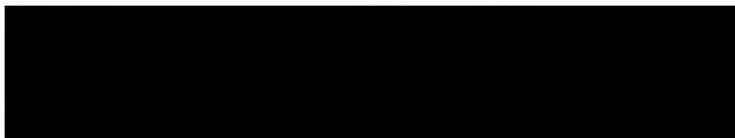
From: Cedar Lake Board of Safety
Cedar Lake, IN 46303

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 Mark Whitlock based on him not Passing the CPAT Testing.

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.



Todd Wilkening, Fire Chief

CC: Jennifer Sandberg



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: _____

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: _____



May 7, 2024

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

Attention: Town Council

Subject: Cedar Lake Fire Department Emergency Vehicle Preemption Project
Bid Tabulation and Award Recommendation
(CBBEL Project No. 06-00015)

Dear Council Members:

This project was quoted in April of 2024 and opened on May 6, 2024. CBBEL solicited quotes from local INDOT approved contractors since the engineer’s estimate was less than \$150,000.00. The final Engineer’s Estimate for the project was \$50,730.00 without contingency. The total quote for each potential contractor is shown below:

Unit Cost Quotes for Project

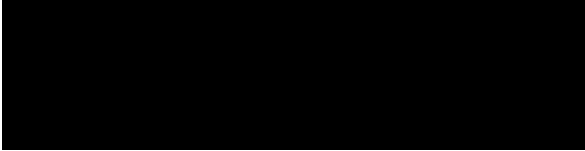
Contractor	Bid
Midwestern Electric, Inc.	\$72,061.00
Hawk Enterprises, Inc.	\$59,308.80

As can be seen from the table above, the apparent low quote for the project at a total unit cost price of \$59,308.80 is Hawk Enterprises, Inc. As this appears to be the lowest, responsive, and responsible quote for the project, we recommend that the subject contract be awarded to Hawk Enterprises, Inc.

It should be noted that two discrepancies were identified in the received quotes. They are summarized below.

- Midwestern Electric had a math error on their quote. Item #3 between their lump sum unit price to the total item cost appeared incorrect. CBBEL highlighted this mistake and made the correction on both the quote and the bid tabulation spreadsheet. This resulted in a \$1,000.00 decrease in the overall quote total from the submitted quote.
- The Hawk Enterprises Inc. quote package did not include the required Town of Cedar Lake Contractor’s Quote for Public Work standard quote form. CBBEL contacted Hawk after the bid opening meeting and the completed form was emailed to CBBEL (attached). If this omission is acceptable to the Town, then the requirement should be formally waived as part of any award.

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



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

Encl: Quote Tabulation
 Midwestern Electric Submitted Quote
 Hawk Enterprises Submitted Quote
 Hawk Enterprises Additionally Submitted Quote Form

cc: Town Manager
 Town Clerk-Treasurer
 Director of Operations

DCO\
P:\Cedar Lake\060015 Town Engineer\00005 Town-General\2024 Police-Fire Building EVP Project\Bidding & Cost Estimate\Bids & Award\060015 - CLFD EVP Project, CBBEL Award Recommendation 050724.docx

BID TABULATION
TOWN OF CEDAR LAKE
2024 CEDAR LAKE FIRE DEPARTMENT EVP PROJECT
CHRISTOPHER B. BURKE ENGINEERING, LLC.
5/6/2024

ITEM #	ITEMS	UNIT	QUANTITY	Engineer's Estimate		Midwestern Electric, Inc.		Hawk Enterprises, Inc.	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	CONSTRUCTION ENGINEERING	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,100.00	\$ 2,100.00	\$ 1,200.00	\$ 1,200.00
2	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 8,100.00	\$ 8,100.00	\$ 4,500.00	\$ 4,500.00
3	TRAFFIC CONTROL	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 5,400.00	\$ 5,400.00	\$ 4,100.00	\$ 4,100.00
4	SIGN POST, CHANNEL, REMOVE	EACH	1	\$ 200.00	\$ 200.00	\$ 300.00	\$ 300.00	\$ 85.00	\$ 85.00
5	SIGN, PANEL, RELOCATE	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 480.00	\$ 480.00	\$ 300.00	\$ 300.00
6	SIGN, PANEL, INSTALL	EACH	2	\$ 1,000.00	\$ 2,000.00	\$ 635.00	\$ 1,270.00	\$ 210.00	\$ 420.00
7	SIGN POST, SQUARE, TYPE 1, REINFORCED ANCHOR BASE	LFT	42	\$ 25.00	\$ 1,050.00	\$ 48.00	\$ 2,016.00	\$ 32.00	\$ 1,344.00
8	SIGNAL POLE FOUNDATION, 24 IN. X 24 IN. X 36 IN.	EACH	3	\$ 1,300.00	\$ 3,900.00	\$ 3,100.00	\$ 9,300.00	\$ 1,800.00	\$ 5,400.00
9	SOLAR POWERED FLASHING BEACON SIGN ASSEMBLY SYSTEM	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 32,300.00	\$ 32,300.00	\$ 38,000.00	\$ 38,000.00
10	LINE, REMOVE	LFT	459	\$ 2.00	\$ 918.00	\$ 5.00	\$ 2,295.00	\$ 1.10	\$ 504.90
11	LINE, THERMOPLASTIC, SOLID, WHITE, 6 IN.	LFT	280	\$ 4.00	\$ 1,120.00	\$ 8.00	\$ 2,240.00	\$ 1.75	\$ 490.00
12	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	LFT	230	\$ 3.00	\$ 690.00	\$ 6.00	\$ 1,380.00	\$ 1.03	\$ 236.90
13	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	LFT	48	\$ 8.00	\$ 384.00	\$ 6.00	\$ 288.00	\$ 9.00	\$ 432.00
14	TRANSVERSE MARKING, THERMOPLASTIC, CROSS HATCH LINE, WHITE, 6 IN.	LFT	656	\$ 3.00	\$ 1,968.00	\$ 7.00	\$ 4,592.00	\$ 3.50	\$ 2,296.00
			TOTAL		\$ 50,730.00	\$ 72,061.00	\$ 59,308.80		

Notes:
Corrected total cost for Item #3.

**TOWN OF CEDAR LAKE, INDIANA
CONTRACTOR'S QUOTE FOR PUBLIC WORK**



PROJECT NAME: Cedar Lake Fire Department Emergency Vehicle Preemption Signs Project

PROJECT NO. 060015

QUOTES DUE April 9, 2024 @ 10:00 AM (CDT)

(Must be completed for all quotes. Please type or print)

Date: 5/6/2024 Firm: Hawk Enterprises, Inc.

Address: 1850 E North St

City/State/Zip: Crown Point, IN 46307 Telephone Number: (219) 662-8090

Agent of Bidder (if Applicable):

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of:

Cedar Lake Fire Department Emergency Vehicle Preemption Sign Project

the Town of Cedar Lake, Indiana, in accordance with plans and specifications prepared by:

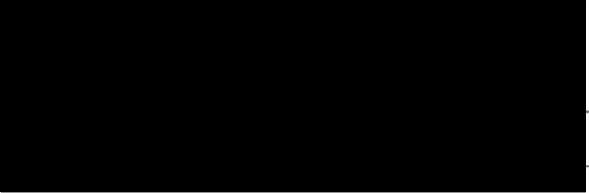
Christopher B. Burke Engineering, LLC

and dated April 3, 2024] for the sum of (enter the Total Quote as shown on the Proposal)

fifty-nine thousand three hundred eight and eight tenths (\$ 59,308.80)
(Enter Sum of Total Quote plus Alternates shown on Proposal) (Numerical)

If alternative quotes apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the Town of Cedar Lake. If the quote is to be awarded on a unit basis, the itemization of the units shall be shown on a separate sheet.

By 

ACCEPTANCE

The above quote is accepted this 6th day of May 20 24

Subject to the following conditions:

TOWN OF CEDAR LAKE

Nick Recupito, Town Council President

Jennifer Sandburg, Clerk-Treasurer

When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.

**CONTRACTOR'S NON-COLLUSION AND NON-DEBARMENT AFFIDAVIT,
CERTIFICATION REGARDING INVESTMENT WITH IRAN, EMPLOYMENT ELIGIBILITY
VERIFICATION, NON-DISCRIMINATION COMMITMENT AND CERTIFICATION OF USE
OF UNITED STATES STEEL PRODUCTS OR FOUNDRY PRODUCTS**

(Must be completed for all quotes and bids. Please type or print)

STATE OF Indiana)
) SS.
Lake COUNTY)

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

1. Contractor has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. Contractor further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale; and
2. Contractor certifies by submission of this proposal that neither contractor nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
3. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.
 - a. For purposes of this Certification, "Iran" means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.
 - b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:
 - i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or
 - ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.
4. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of

Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program is included and attached as part of this bid/quote; and

5. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the Town of Cedar Lake, and understands that the Town may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the Town.

6. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the Town of Cedar Lake through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a Town contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, gender expression, gender identity, sexual orientation or disability that does not affect that person's ability to perform the work.

In awarding contracts for the purchase of work, labor, services, supplies, equipment, materials, or any combination of the foregoing including, but not limited to, public works contracts awarded under public bidding laws or other contracts in which public bids are not required by law, the Town, its agencies, boards, or commissions may consider the Contractor's good faith efforts to obtain participation by those Contractors certified by the State of Indiana as a Minority Business ("MBE") or as a Women's Business Enterprise ("WBE") as a factor in determining the lowest, responsible, responsive bidder.

In no event shall persons or entities seeking the award of a Town contract be required to award a subcontract to an MBE/WBE; however, it may not unlawfully discriminate against said WBE/MBE. A finding of a discriminatory practice by the Town's MBE/WBE Utilization Board shall prohibit that person or entity from being awarded a Town contract for a period of one (1) year from the date of such determination, and such determination may also be grounds for terminating the contract for which the discriminatory practice or noncompliance pertains.

7. The undersigned contractor agrees that the following nondiscrimination commitment shall be made a part of any contract which it may henceforth enter into with the Town of Cedar Lake, Indiana or any of its agencies, boards or commissions.

Contractor agrees not to discriminate against or intimidate any employee or applicant for employment in the performance of this contract with privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex, gender expression, gender identity, sexual orientation, handicap, national origin or ancestry. Breach of this provision may be regarded as material breach of contract.

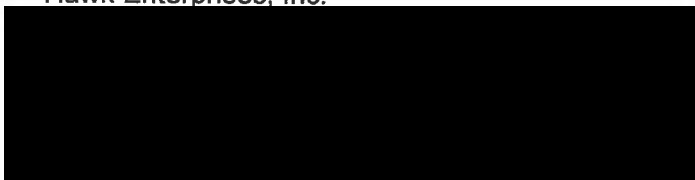
I, the undersigned bidder or agent as contractor on a public works project, understand my statutory obligations to the use of steel products or foundry products made in the United States (I.C. 5-16-8-1). I hereby certify that I and all subcontractors employed by me for this project will use steel products or foundry products made in the United States on this project if awarded. I understand I

have an affirmative duty to notify the Town in my bid that my proposal does not include the use of steel products or foundry products made in the United States. I understand it is my sole obligation and responsibility to provide a justification to the Town, subject to review and approval, why the cost of United States made steel or foundry products is unreasonable. Prior to award and upon submission of bid which does not use steel products or foundry products made in the United States, the Town, through its director of public works, shall make a determination if the price of United States made steel or foundry is unreasonable. I understand that violations hereunder may result in forfeiture of contractual payments.

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct.

Dated this 6th day of May, 2024

Hawk Enterprises, Inc.



Johanna Plank, President

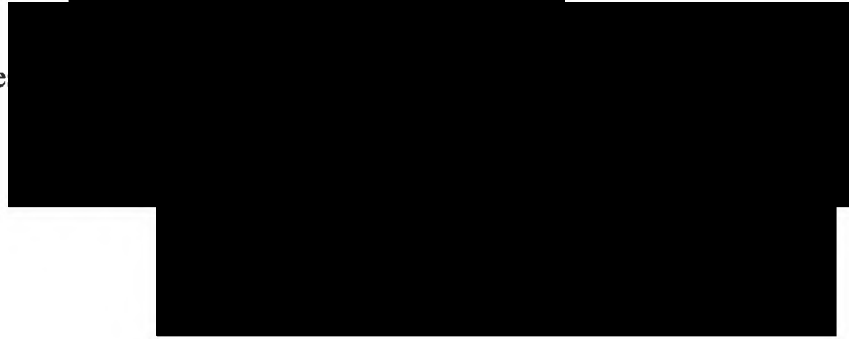
Printed Name and Title

Subscribed and sworn to before me this 6th day of May, 2024

My Commission Expires 10/13/31



County of Re



TOWN OF CEDAR LAKE, INDIANA

CEDAR LAKE FIRE DEPARTMENT EMERGENCY VEHICLE PREEMPTION SIGNS PROJECT

QUOTE DATE: MAY 6, 2024

CBBEL Project No. 060015

ITEMIZED QUOTE FORM

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	CONSTRUCTION ENGINEERING	1	LS	2,100.00	2,100.00
2	MOBILIZATION AND DEMOBILIZATION	1	LS	8,100.00	8,100.00
* 3	TRAFFIC CONTROL	1	LS	5,400.00	6,400.00
4	SIGN POST, CHANNEL, REMOVE	1	EACH	300.00	300.00
5	SIGN, PANEL, RELOCATE	1	EACH	480.00	480.00
6	SIGN, PANEL, INSTALL	2	EACH	635.00	1,270.00
7	SIGN POST, SQUARE, TYPE 1, REINFORCED ANCHOR BASE	42	LFT	48.00	2,016.00
8	SIGNAL POLE FOUNDATION, 24 IN. X 24 IN. X 3ft IN.	3	EACH	3,100.00	9,300.00
9	SOLAR POWERED FLASHING BEACON SIGN ASSEMBLY SYSTEM	1	LS	32,300.00	32,300.00
10	LINE, REMOVE	459	LFT	5.00	2,295.00
11	LINE, THERMOPLASTIC, SOLID, WHITE, 6 IN.	280	LFT	8.00	2,240.00
12	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	230	LFT	6.00	1,380.00
13	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	48	LFT	6.00	288.00
14	TRANSVERSE MARKING, THERMOPLASTIC, CROSS HATCH LINE, WHITE, 6 IN.	656	LFT	7.00	4,592.00
TOTAL BID PRICE:					73,061.00 * \$72,061.00

Addendum No. 1, Issued on April 15th, 2024

Acknowledge Receipt: _____

TOWN OF CEDAR LAKE, INDIANA
CONTRACTOR'S QUOTE FOR PUBLIC WORK



PROJECT NAME: Cedar Lake Fire Department Emergency Vehicle Preemption
Sings Project
PROJECT NO. 060015
QUOTES DUE April 9, 2024 10:00 AM CDT

(Must be completed for all quotes. Please type or print)

Date: May 3, 2024 Firm: Midwestern Electric Inc.
Address: 1620 E. Chicago Ave.
City/State/Zip: E. Chicago, IN 46312 Telephone Number: 219-397-4444

Agent of Bidder (if Applicable):
Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of:

the Town of Cedar Lake, Indiana, in accordance with plans and specifications prepared by:

Christopher B. Burke Engineering, LLC

and dated April 3, 2024 for the sum of (enter the Total Quote as shown on the Proposal)

Seventy-Three Thousand Sixty-One Dollars and No Cents (\$73,061.00)

(Enter Sum of Total Quote plus Alternates shown on Proposal)

(Numerical)

If alternative quotes apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the Town of Cedar Lake. If the quote is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

[Redacted Signature]

(Printed Name of Person Signing)

ACCEPTANCE

The above quote is accepted this _____ day of _____ 20____

Subject to the following conditions: _____

TOWN OF CEDAR LAKE

Nick Recupito, Town Council President

Jennifer Sandburg, Clerk-Treasurer

When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.

**CONTRACTOR'S NON-COLLUSION AND NON-DEBARMENT AFFIDAVIT,
CERTIFICATION REGARDING INVESTMENT WITH IRAN, EMPLOYMENT ELIGIBILITY
VERIFICATION, NON-DISCRIMINATION COMMITMENT AND CERTIFICATION OF USE
OF UNITED STATES STEEL PRODUCTS OR FOUNDRY PRODUCTS**

(Must be completed for all quotes and bids. Please type or print)

STATE OF Indiana)
State) SS:
COUNTY)

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

1. Contractor has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. Contractor further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale; and

2. Contractor certifies by submission of this proposal that neither contractor nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and

3. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.

a. For purposes of this Certification, "Iran" means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.

b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:

i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or

ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.

4. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of

Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program is included and attached as part of this bid/quote; and

5. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the Town of Cedar Lake, and understands that the Town may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the Town.

6. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the Town of Cedar Lake through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a Town contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, gender expression, gender identity, sexual orientation or disability that does not affect that person's ability to perform the work.

In awarding contracts for the purchase of work, labor, services, supplies, equipment, materials, or any combination of the foregoing including, but not limited to, public works contracts awarded under public bidding laws or other contracts in which public bids are not required by law, the Town, its agencies, boards, or commissions may consider the Contractor's good faith efforts to obtain participation by those Contractors certified by the State of Indiana as a Minority Business ("MBE") or as a Women's Business Enterprise ("WBE") as a factor in determining the lowest, responsible, responsive bidder.

In no event shall persons or entities seeking the award of a Town contract be required to award a subcontract to an MBE/WBE; however, it may not unlawfully discriminate against said WBE/MBE. A finding of a discriminatory practice by the Town's MBE/WBE Utilization Board shall prohibit that person or entity from being awarded a Town contract for a period of one (1) year from the date of such determination, and such determination may also be grounds for terminating the contract for which the discriminatory practice or noncompliance pertains.

7. The undersigned contractor agrees that the following nondiscrimination commitment shall be made a part of any contract which it may henceforth enter into with the Town of Cedar Lake, Indiana or any of its agencies, boards or commissions.

Contractor agrees not to discriminate against or intimidate any employee or applicant for employment in the performance of this contract with privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex, gender expression, gender identity, sexual orientation, handicap, national origin or ancestry. Breach of this provision may be regarded as material breach of contract.

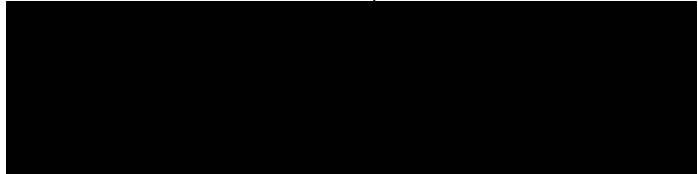
I, the undersigned bidder or agent as contractor on a public works project, understand my statutory obligations to the use of steel products or foundry products made in the United States (I.C. 5-16-8-1). I hereby certify that I and all subcontractors employed by me for this project will use steel products or foundry products made in the United States on this project if awarded. I understand I

have an affirmative duty to notify the Town in my bid that my proposal does not include the use of steel products or foundry products made in the United States. I understand it is my sole obligation and responsibility to provide a justification to the Town, subject to review and approval, why the cost of United States made steel or foundry products is unreasonable. Prior to award and upon submission of bid which does not use steel products or foundry products made in the United States, the Town, through its director of public works, shall make a determination if the price of United States made steel or foundry is unreasonable. I understand that violations hereunder may result in forfeiture of contractual payments.

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct.

Dated this 5 day of MAY, 2024

Midwestern Electric, Inc.



Raymond Russell
Printed Name and Title

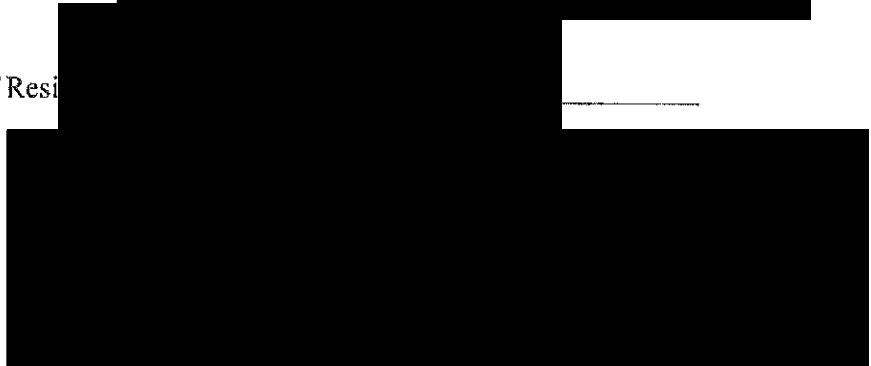
Subscribed and sworn to before me this

2nd day of May, 2024

My Commission Expires 2-15-25



County of Resi _____





Processing Date: **May 2, 2024**
Bid Date: **May 6, 2024**

Midwestern Electric, LLC
1620 East Chicago Avenue
East Chicago, IN 46312

Owner: The Town of Cedar Lake
E.C.P.: \$100,000.00
B. B. Amt.: Ten Percent Of The Total Amount Bid
Surety: Euler Hermes North America Insurance Company
Project: Cedar Lake Fire Department Emergency Vehicle Preemption Signs Project CBBEL
Project No.: 060015

Gentlemen:

Enclosed you will find a bid bond in the required amount covering the above captioned project. As a precaution please check all dates, descriptions, names, seals, surety signatures and remember that the appropriate required contractor's signature as indicated below is necessary.

Please notify us of these bid results at your earliest convenience.

Thank you,
American Global, LLC

SECTION 00 43 13

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Midwestern Electric, LLC
1620 East Chicago Avenue East Chicago, IN 46312

SURETY (Name, and Address of Principal Place of Business):

Euler Hermes North America Insurance Company
800 Red Brook Boulevard Owings Mills, MD 21117

OWNER (Name and Address):

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

BID

Bid Due Date: May 6, 2024

Description (Project Name— Include Location): Cedar Lake Fire Department Emergency Vehicle Preemption Signs Proje

BOND

Bond Number:

Date: May 2, 2024

Penal sum Ten Percent Of The Total Amount Bid \$ 10%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Midwestern Electric, LLC

SURETY

(Seal) Euler Hermes North America Insurance Company (Seal)

Bidder

By:

Attest:

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

EULER HERMES NORTH AMERICA INSURANCE COMPANY
100 International Drive, 22nd Floor • Baltimore, Maryland 21202

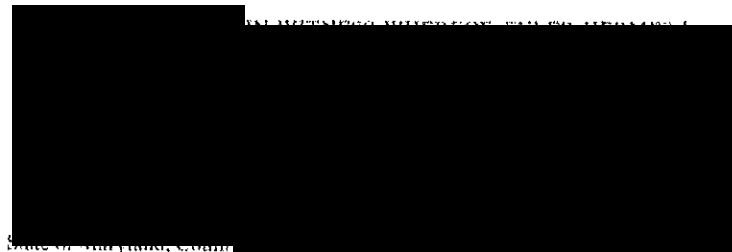
The number of persons authorized by this
Power of Attorney is not more than:

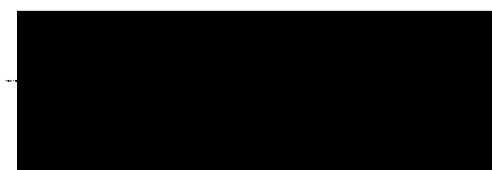
7 POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That EULER HERMES NORTH AMERICA INSURANCE COMPANY (EULER HERMES), a corporation organized and existing under the laws of the state of Maryland, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for and in its name, place, and stead to execute on behalf of EULER HERMES, as surety, any and all bonds, undertakings, and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of EULER HERMES on any such bond, undertaking, or contract of suretyship executed under this authority shall not exceed the limit stated below.

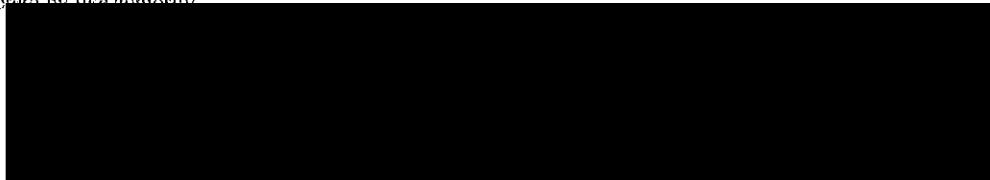
NAME	ADDRESS	LIMIT OF POWER
Kevin T. Walsh Jr., Marisol Mojica, Krystal L. Stravato, Thomas MacDonald Edward Reilly, Jaclyn Thomas, Mariya Leonidov	100 South Jefferson Road Suite 101 Whippany, NJ 07981	Unlimited

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

 used these presents to be signed and attested by its appropriate _____ day of _____ December _____, 20_23_.



On this 1st day of December, 20_23_, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and says that he resides in Southeastern, PA; that he is Senior Vice President and Regional Head of Surety and Guarantee, Americas of Euler Hermes North America Insurance Company, the Company described herein and which executed the above instrument; that he know the seal of EULER HERMES; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of EULER HERMES; and that he signed his name thereto by like authority.



Notarial Seal

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of EULER HERMES NORTH AMERICA INSURANCE COMPANY (Company) by unanimous consent on October 1, 2015.

RESOLVED: That the President, Executive Vice President, Senior Vice President, Vice President, Secretary, and Assistant Vice Secretary, be and hereby are authorized from time to time to appoint one or more Attorneys-in-Fact to execute on behalf of the company, as surety, and any and all bonds, undertakings and contracts of suretyship, or other written obligation in the nature thereof; to proscribe their respective duties and all respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and signature of the aforesaid officers and may be affixed by facsimile to any Power of Attorney given for the execution of any bond, undertaking, contract of suretyship, or other written obligations in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, Nicholas P. Verna II, Senior Vice President and Regional Head of Surety & Guarantee, Americas of EULER HERMES NORTH AMERICA INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of October 1, 2015, have not been revoked and are now in full force and effect.

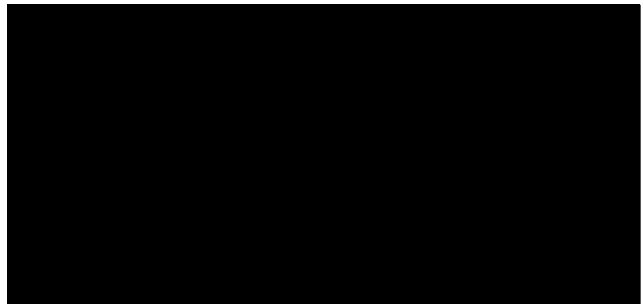
Signed and sealed this 6 day of May, 20_24_.





AFFIRMATIVE ACTION STATEMENT

1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.



TOWN OF CEDAR LAKE, INDIANA

CEDAR LAKE FIRE DEPARTMENT EMERGENCY VEHICLE PREEMPTION SIGNS PROJECT

QUOTE DATE: MAY 6, 2024

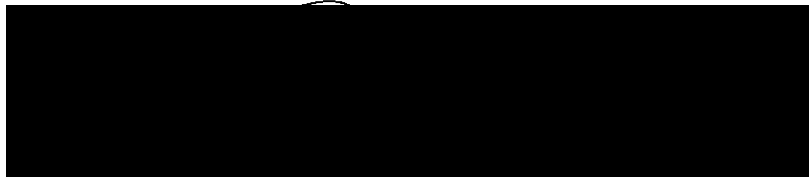
CBBEL Project No. 060015

ITEMIZED QUOTE FORM

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	CONSTRUCTION ENGINEERING	1	LS	\$1,200.00	\$1,200.00
2	MOBILIZATION AND DEMOBILIZATION	1	LS	\$4,500.00	\$4,500.00
3	TRAFFIC CONTROL	1	LS	\$4,100.00	\$4,100.00
4	SIGN POST, CHANNEL, REMOVE	1	EACH	\$85.00	\$85.00
5	SIGN, PANEL, RELOCATE	1	EACH	\$300.00	\$300.00
6	SIGN, PANEL, INSTALL	2	EACH	\$210.00	\$420.00
7	SIGN POST, SQUARE, TYPE 1, REINFORCED ANCHOR BASE	42	LFT	\$32.00	\$1,344.00
8	SIGNAL POLE FOUNDATION, 24 IN. X 24 IN. X 36 IN.	3	EACH	\$1,800.00	\$5,400.00
9	SOLAR POWERED FLASHING BEACON SIGN ASSEMBLY SYSTEM	1	LS	\$38,000.00	\$38,000.00
10	LINE, REMOVE	459	LFT	\$1.10	\$504.90
11	LINE, THERMOPLASTIC, SOLID, WHITE, 6 IN.	280	LFT	\$1.75	\$490.00
12	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	230	LFT	\$1.03	\$236.90
13	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	48	LFT	\$9.00	\$432.00
14	TRANSVERSE MARKING, THERMOPLASTIC, CROSS HATCH LINE, WHITE, 6 IN.	656	LFT	\$3.50	\$2,296.00
TOTAL BID PRICE:					\$59,308.80

Addendum No. 1, Issued on April 15, 2024.

Acknowledge Receipt:





2024 CEDAR LAKE FIRE STATION
EVP SIGNS PROJECT
TOWN OF CEDAR LAKE, IN



ADDENDA

ADDENDUM NUMBER 1

DATE: April 15, 2024

PROJECT: 2024 Cedar Lake Fire Department Emergency Vehicle Preemption Signs Project

PROJECT NUMBER: 19.R060015.00005

OWNER: Town of Cedar Lake

ENGINEER: Christopher B. Burke Engineering, LLC

TO: Prospective Bidding Plan Holders

This Addendum forms a part of the Contract Documents and modifies the Project Manual dated April 2024 with amendments, additions, and clarifications noted below:

1. Bid Bond: A bid bond for 10% of the quoted cost for the project will be required to be submitted with a contractor's sealed quote.
2. Performance Bond: A performance bond will be required for 100% of the contract value only from the awarded contractor quote for the project.

***Acknowledgement of this Addendum is required in the space provided on the Suggested Bid Form. Failure to do so may disqualify the Bidder.**

This Addendum consists of five (1) page.

Bid Bond

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address):*

Hawk Enterprises, Inc.
1850 E. North Street, Crown Point, IN 46307

SURETY *(Name, and Address of Principal Place of Business):*

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056

OWNER *(Name and Address):*

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

BID

Bid Due Date: May 6, 2024

Description *(Project Name— Include Location):* 2024 Cedar Lake Fire Department Emergency Vehicle
Preemption Signs Project

BOND

Bond Number: Bid Bond

Date: May 6, 2024

Penal sum	Ten Percent of the Quoted Cost	\$	10%
	(Words)		(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Bond Number: Bid Bond

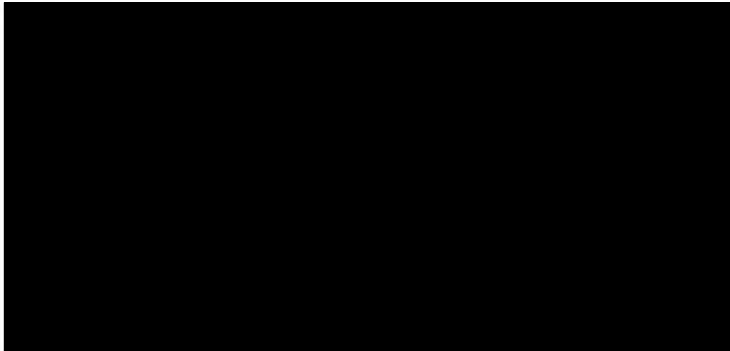
Obligee: Town of Cedar Lake

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Josephine G. McKinley, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

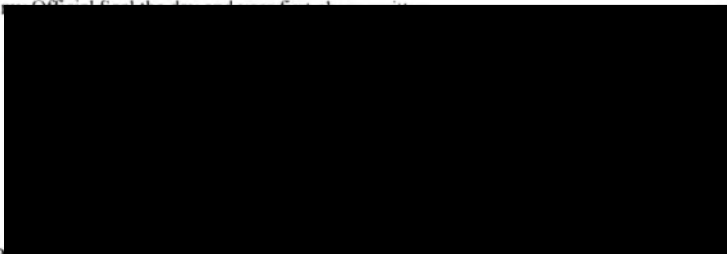
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of October, A.D. 2023.



State of Maryland
County of Baltimore

On this 10th day of October, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 1-800-352-8770

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

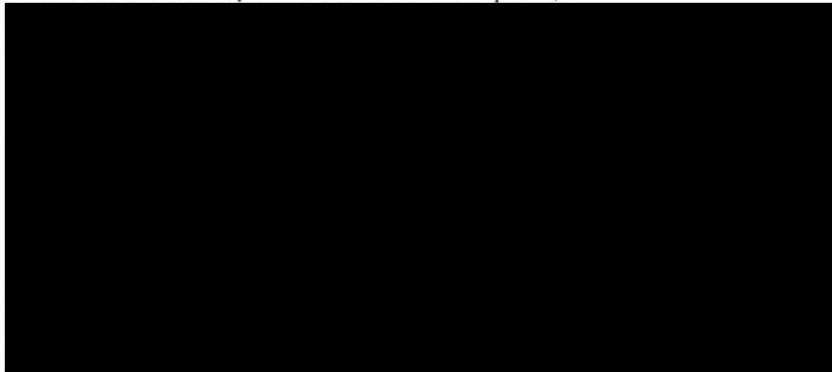
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6th day of May, 2024.



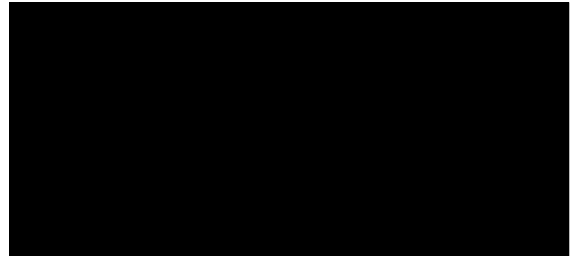
TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

AFFIRMATIVE ACTION STATEMENT

1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.



Date of Issuance: May 22, 2024	Effective Date: April 10, 2024
Owner: Town of Cedar Lake	Owner's Contract No.: N/A
Contractor: Site Services, Inc.	Contractor's Project No.: N/A
Engineer: Christopher B. Burke Engineering, LLC	Engineer's Project No.: 19.R060015.00005
Project: 2024 CCMG Crack Sealing & Pavement Marking Project	Contract Name: N/A

The Contract is modified as follows upon execution of this Change Order:

Description: This balancing change order represents the final field measured quantities that were installed for the project versus the planned quantities. Additional arrows and stop bars were added at the 133rd/Morse intersection due to their faded condition. There was also an additional item added to the contract for 4" solid white pavement markings quantity that was installed. This is due to not all of the road edges being able to be recessed or grooved because the grooving machine was not able to line up level with all of the old edge lines being replaced.

Attachments: CO2 Table with summary of adjusted items.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>158,918.00</u>	Original Contract Times: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ <u>3,369.17</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>162,287.17</u>	Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>1,798.25</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>160,488.92</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates

By:

Title:

Date:

Appr
applic

By: N/A

Date:

Title: N/A

Town of Cedar Lake, Indiana
 2024 CCMG CRACK SEAL MAINTENANCE & PAVEMENT MARKING PROJECT

Contractor: Site Services, Inc.

(CBBEL Project No. 060015.00005)

Change Order No. 2

Date: May 22, 2024

Summary of Adjusted Items

Item No.	Item Description	Unit	Unit Price	Original/Prior Plan Quantity	Authorization Quantity	Revised Plan Quantity	Authorization Amount	Revised Contract Amount
11	PAVEMENT MESSAGE MARKING, REMOVE	EACH	\$ 100.00	19.00	-4.00	15.00	\$ (400.00)	\$ 1,500.00
12	LINE, SOLID, WHITE, THERMOPLASTIC, RECESSED, 4 IN.	LFT	\$ 1.70	7903.00	-4297.00	3606.00	\$ (7,304.90)	\$ 6,130.20
13	LINE, SOLID, YELLOW, THERMOPLASTIC, RECESSED, 4 IN.	LFT	\$ 1.70	12020.00	-401.00	11619.00	\$ (681.70)	\$ 19,752.30
14	LINE, BROKEN, YELLOW, THERMOPLASTIC, RECESSED, 4 IN.	LFT	\$ 1.70	380.00	20.00	400.00	\$ 34.00	\$ 680.00
15	TRANSVERSE LINE, SOLID, WHITE, THERMOPLASTIC, 6 IN.	LFT	\$ 1.40	60.00	-6.00	54.00	\$ (8.40)	\$ 75.60
16	TRANSVERSE LINE, SOLID, YELLOW, THERMOPLASTIC, 12 IN.	LFT	\$ 4.00	130.00	-4.00	126.00	\$ (16.00)	\$ 504.00
17	TRANSVERSE LINE, WHITE, THERMOPLASTIC, 24 IN., STOP BAR	LFT	\$ 6.85	50.00	137.00	187.00	\$ 938.45	\$ 1,280.95
18	PAVEMENT MESSAGE MARKING, WHITE, THERMOPLASTIC, LANE INDICATION ARROW	EACH	\$ 135.00	10.00	13.00	23.00	\$ 1,755.00	\$ 3,105.00
*22	LINE, SOLID, WHITE, THERMOPLASTIC, 4 IN.	LFT	\$ 0.90	0.00	4317.00	4317.00	\$ 3,885.30	\$ 3,885.30
TOTAL:							\$ (1,798.25)	

Awarded Contract Value:	\$ 158,918.00
+ Previous Change Orders Value:	\$ 3,369.17
= Contract Value Prior to this Change Order:	\$ 162,287.17
+ Change Order 1 Value:	\$ (1,798.25)
= Current Contract Value:	\$ 160,488.92



May 24, 2024

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

Attention: Jennifer Sandberg – Clerk-Treasurer

Subject: 2024 CCMG Crack Seal Maintenance & Pavement Marking Project
Pay Request No. 1, Final
(CBBEL Project No. 060015.0005)

Dear Town Council Members:

Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Final Pay Request # 1 in the amount of \$160,488.92 submitted by Site Services, Inc. dated May 21, 2024. Based on the completed, measured, and observed work to date, CBBEL recommends payment in the following amount:

Total Improvements:	This Estimate	To Date
Value of Work Completed:	\$160,488.92	\$160,488.92
Less Retainage:	\$ (0.00)	\$ (0.00)
Balance:	\$160,488.92	\$160,488.92
Less Previous Payments:	n/a	n/a
Amount Due This Payment:	\$160,488.92	\$160,488.92

Please find attached copies of the final invoice request, final waiver of lien from Site Services and their sub-contractor, along with the Pay Estimate #1 Review Report from CBBEL for the Town’s review and approval for payment.

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



Thomas J. Gordon
Construction Engineer

Encl.: As noted.

cc: Jeff Bunge – Town Manager
Kirsten Smith – Town Manager Administrative Assistant
Tim Kubiak – Town Director of Operations
Don Oliphant, PE – CBBEL
Seth Wiltjer – Site Services

P:\Cedar Lake\060015 Town Engineer\00005 Town-General\2023-02 CCMG 2024 Crack Sealing-Pavement Marking Project\Pay Apps\CCMG
2024 Crack Seal-Pavement Marking Project, Pay Request #1 - CBBEL Review, 052424.docx

TOWN OF CEDAR LAKE, IN
2024 CRACK SEAL MAINTENANCE & PAVEMENT MARKING PROJECT

CONTRACTOR: Site Services, Inc.
DATE: 5/22/2024
ESTIMATE NO. 1 **FINAL**
PROJECT: CCMG 2023-2
PROJECT #: 060015

CBBEL PAY ESTIMATE REPORT

ITEM	DESCRIPTION	UNIT OF MEASURE	CONTRACT QUANTITY	REVISED QUANTITY	UNIT PRICE	CONTRACT COST	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY TO DATE	PERCENT UTILIZED	CONTRACT AMOUNT TO DATE
1	CRACK SEALING - W. 133RD AVENUE - FROM WEST TOWN CORPORATE LIMIT TO US-41 (WICKER AVE)	SYS	4,000	4,000	\$ 1.70	\$ 6,800.00	4,000.00	\$ 6,800.00	4,000.00	100.0%	\$ 6,800.00
2	CRACK SEALING - W. 137TH AVENUE - FROM CSX R&R TO LAUERMAN STREET	SYS	3,000	3,000	\$ 1.58	\$ 4,740.00	3,000.00	\$ 4,740.00	3,000.00	100.0%	\$ 4,740.00
3	CRACK SEALING - W. 133RD AVENUE - FROM MORSE STREET TO EAST TOWN CORPORATE LIMIT	SYS	16,700	9,813	\$ 1.39	\$ 13,640.07	9,813.00	\$ 13,640.07	9,813.00	100.0%	\$ 13,640.07
4	CRACK SEALING - W. LAKE SHORE DRIVE - FROM WASHINGTON STREET TO MORSE STREET	SYS	23,000	23,000	\$ 0.97	\$ 22,310.00	23,000.00	\$ 22,310.00	23,000.00	100.0%	\$ 22,310.00
5	CRACK SEALING - MORSE STREET - FROM W. 153RD AVENUE TO W. LAKE SHORE DRIVE	SYS	38,500	38,500	\$ 0.77	\$ 29,645.00	38,500.00	\$ 29,645.00	38,500.00	100.0%	\$ 29,645.00
6	CRACK SEALING - W. 145TH AVENUE - FROM LAKE DRIVE TO MORSE STREET	SYS	4,400	4,400	\$ 1.27	\$ 5,588.00	4,400.00	\$ 5,588.00	4,400.00	100.0%	\$ 5,588.00
7	CRACK SEALING - LAKE DRIVE - FROM CLINE STREET TO W. 145TH AVENUE	SYS	2,200	2,200	\$ 1.46	\$ 3,212.00	2,200.00	\$ 3,212.00	2,200.00	100.0%	\$ 3,212.00
8	CRACK SEALING - CLINE STREET - FROM W. 147TH AVENUE TO LAKE DRIVE	SYS	400	400	\$ 2.85	\$ 1,140.00	400.00	\$ 1,140.00	400.00	100.0%	\$ 1,140.00
9	CRACK SEALING - W. 147TH AVENUE - FROM LAUERMAN STREET TO CLINE STREET	SYS	5,100	5,100	\$ 1.00	\$ 5,100.00	5,100.00	\$ 5,100.00	5,100.00	100.0%	\$ 5,100.00
10	CRACK SEALING - LAUERMAN STREET - FROM W. 147TH AVENUE TO W. 137TH AVENUE	SYS	15,500	15,500	\$ 0.90	\$ 13,950.00	15,500.00	\$ 13,950.00	15,500.00	100.0%	\$ 13,950.00
11	PAVEMENT MESSAGE MARKING, REMOVE	EACH	19	15	\$ 100.00	\$ 1,500.00	15.00	\$ 1,500.00	15.00	100.0%	\$ 1,500.00
12	LINE, SOLID, WHITE, THERMOPLASTIC, RECESSED, 4 IN.	LFT	3,990	3,606	\$ 1.70	\$ 6,130.20	3606.00	\$ 6,130.20	3,606.00	100.0%	\$ 6,130.20
13	LINE, SOLID, YELLOW, THERMOPLASTIC, RECESSED, 4 IN.	LFT	8,320	11,619	\$ 1.70	\$ 19,752.30	11619.00	\$ 19,752.30	11,619.00	100.0%	\$ 19,752.30
14	LINE, BROKEN, YELLOW, THERMOPLASTIC, RECESSED, 4 IN.	LFT	380	400	\$ 1.70	\$ 680.00	400.00	\$ 680.00	400.00	100.0%	\$ 680.00
15	TRANSVERSE LINE, SOLID, WHITE, THERMOPLASTIC, 6 IN.	LFT	60	54	\$ 1.40	\$ 75.60	54.00	\$ 75.60	54.00	100.0%	\$ 75.60
16	TRANSVERSE LINE, SOLID, YELLOW, THERMOPLASTIC, 12 IN.	LFT	130	126	\$ 4.00	\$ 504.00	126.00	\$ 504.00	126.00	100.0%	\$ 504.00
17	TRANSVERSE LINE, WHITE, THERMOPLASTIC, 24 IN., STOP BAR	LFT	50	187	\$ 6.85	\$ 1,280.95	187.00	\$ 1,280.95	187.00	100.0%	\$ 1,280.95
18	PAVEMENT MESSAGE MARKING, WHITE, THERMOPLASTIC, LANE INDICATION ARROW	EACH	10	23	\$ 135.00	\$ 3,105.00	23.00	\$ 3,105.00	23.00	100.0%	\$ 3,105.00
19	PAVEMENT MESSAGE MARKING, WHITE, THERMOPLASTIC, "ONLY"	EACH	10	10	\$ 145.00	\$ 1,450.00	10.00	\$ 1,450.00	10.00	100.0%	\$ 1,450.00
20	MOBILIZATION & DEMOBILIZATION (2%)	LS	1	1	\$ 6,000.50	\$ 6,000.50	1.00	\$ 6,000.50	1.00	100.0%	\$ 6,000.50
21	TRAFFIC CONTROL (3%)	LS	1	1	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	1.00	100.0%	\$ 10,000.00
22	LINE, SOLID, WHITE, THERMOPLASTIC, 4 IN.	LFT	0	4,317	\$ 0.90	\$ 3,885.30	4,317.00	\$ 3,885.30	4,317.00	100.0%	\$ 3,885.30
						TOTAL	\$ 160,488.92	TOTAL	\$ 160,488.92	TOTAL	\$ 160,488.92

Awarded Contract Value: \$ 158,918.00
Awarded CO#1 Value: \$ 3,369.17
Awarded CO#2 Value: \$ (1,798.25)
Total CO's to Date \$ 1,570.92

Percent Complete (Awarded): 100.99%
Percent Complete (Current): 100.00%

ORIGINAL CONTRACT \$ 158,918.00
TOTAL CHANGE ORDERS \$ 1,570.92
REVISED CONTRACT \$ 160,488.92
COMPLETED TO DATE \$ 160,488.92
RETAINAGE 0.00% \$ -
TOTAL EARNED LESS RETAINAGE \$ 160,488.92
LESS PREVIOUS REQUESTS \$ -
CURRENT AMOUNT DUE \$ **160,488.92**



Site Services, Inc.

10117 Kennedy Avenue • Highland, IN 46322
Telephone 219 / 924-9944 • Fax 219 / 924-9947

Invoice

DATE	INVOICE #
5/21/2024	24170

BILL TO:

Town of Cedar Lake
7408 Constitution Ave., PO Box 707
Cedar Lake, In. 46303

REP	P.O. NO.	TERMS
SWW		Net 30

DESCRIPTION	QTY	RATE	AMOUNT
Service Location: Town of Cedar Lake Date Completed: 05/22/2024 As quoted on proposal #240130 Crack Seal & Striping Maintenance Project - pay app #1		160,488.92	160,488.92

Thank you for your business.	Total	\$160,488.92
	Balance Due	\$160,488.92

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: Town of Cedar Lake
7408 Constitution Ave
Cedar Lake, IN 46303

PROJECT: 2024 CCMG Crack Sealing &
Pavement Marking Project

APPLICATION NO: 1
APPLICATION DATE 5/22/2024

PERIOD TO: 5/22/2024

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM SUB-CONTRACTOR:
Site Services, Inc.
10117 Kennedy Ave
Highland, IN 46322

VIA CONTRACTOR:

SUBCONTRACT #
JOB NOS: #230148

CONTRACT FOR:

CONTRACT DATE: 2/22/2024

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	<u>158,918.00</u>
2. Net change by Change Orders	\$	<u>1,570.92</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>160,488.92</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>160,488.92</u>
5. RETAINAGE:		
a. _____ % of Completed Work (Column D + E on G703)	\$	<u>\$0.00</u>
b. <u>0</u> % of Stored Material (Column F on G703)	\$	<u> </u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		
	\$	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>\$160,488.92</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>-</u>
8. CURRENT PAYMENT DUE	\$	<u>\$160,488.92</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>-</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$3,369.17	\$0.00
Total approved this Month	\$0.00	\$1,798.25
TOTALS	\$3,369.17	\$1,798.25
NET CHANGES by Change Order	\$1,570.92	

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
 APPLICATION DATE: 5/22/2024
 PERIOD TO: 5/22/2024
 PROJECT NO: 0

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIAL PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % COMPLETE (G ÷ C)	I BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	MOBILIZATION AND DEMOBILIZATION	\$ 6,800.00		\$6,800.00		\$6,800.00	100%	\$0.00	\$0.00
2	CONSTRUCTION ENGINEERING	\$ 4,740.00		\$4,740.00		\$4,740.00	100%	\$0.00	\$0.00
3	MAINTENANCE OF TRAFFIC	\$ 23,213.00		\$23,213.00		\$23,213.00	100%	\$0.00	\$0.00
4	ASPHALT MILLING, 2-IN	\$ 22,310.00		\$22,310.00		\$22,310.00	100%	\$0.00	\$0.00
5	CONCRETE, REMOVE	\$ 29,645.00		\$29,645.00		\$29,645.00	100%	\$0.00	\$0.00
6	HMA, SURFACE, TYPE B	\$ 5,588.00		\$5,588.00		\$5,588.00	100%	\$0.00	\$0.00
7	HMA, WEDGE AND LEVEL, TYPE B	\$ 3,212.00		\$3,212.00		\$3,212.00	100%	\$0.00	\$0.00
8	HMA, PATCHING, TYPE B (UNDISTRIBUTED)	\$ 1,140.00		\$1,140.00		\$1,140.00	100%	\$0.00	\$0.00
9	ASPHALT FOR TACK COAT	\$ 5,100.00		\$5,100.00		\$5,100.00	100%	\$0.00	\$0.00
10	ROLLED CURB & GUTTER, CONCRETE	\$ 13,950.00		\$13,950.00		\$13,950.00	100%	\$0.00	\$0.00
11	CURB RAMP, CONCRETE, 4-IN	\$ 1,900.00		\$1,900.00		\$1,900.00	100%	\$0.00	\$0.00
12	LINE, THERMOPLASTIC, SOLID, RECESSED, WHITE, 4-IN	\$ 6,783.00		\$6,783.00		\$6,783.00	100%	\$0.00	\$0.00
13	LINE, THERMOPLASTIC, SOLID, RECESSED, YELLOW, 4-IN	\$ 14,144.00		\$14,144.00		\$14,144.00	100%	\$0.00	\$0.00
14	LINE, BROKEN, YELLOW, THERMOPLASTIC, RECESSED, 4 IN.	\$ 646.00		\$646.00		\$646.00	100%	\$0.00	\$0.00
15	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK, WHITE, 24-IN	\$ 84.00		\$84.00		\$84.00	100%	\$0.00	\$0.00
16	PAVEMENT MESSAGE MARKING, WHITE, THERMOPLASTIC, "RXR", WHITE	\$ 520.00		\$520.00		\$520.00	100%	\$0.00	\$0.00
17	CRACK SEALING (W 133RD AVE)	\$ 342.50		\$342.50		\$342.50	100%	\$0.00	\$0.00
18	CRACK SEALING (W 141ST AVE)	\$ 1,350.00		\$1,350.00		\$1,350.00	100%	\$0.00	\$0.00
19	CRACK SEALING (PARRISH AVE)	\$ 1,450.00		\$1,450.00		\$1,450.00	100%	\$0.00	\$0.00
20	MOBILIZATION & DEMOBILIZATION	\$ 6,000.50		\$6,000.50		\$6,000.50	100%	\$0.00	\$0.00
21	TRAFFIC CONTROL	\$ 10,000.00		\$10,000.00		\$10,000.00	100%	\$0.00	\$0.00
22	CHANGE ORDER #1	\$ 3,369.17		\$3,369.17		\$3,369.17	100%	\$0.00	\$0.00
23	CHANGE ORDER #2	\$ (1,798.25)		(\$1,798.25)		(\$1,798.25)	100%	\$0.00	\$0.00
SUB TOTALS		\$ 160,488.92	\$0.00	\$160,488.92	\$0.00	\$160,488.92	100%	\$0.00	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

FINAL WAIVER OF LIEN

STATE OF INDIANA }
 COUNTY OF LAKE } SS

Gty# _____
 Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Town of Cedar Lake, IN
 to furnish Hot rubber cracksealing & striping
 for the premises known as Town of Cedar Lake, IN
 of which Town of Cedar Lake, IN is the owner.

The undersigned, for and in consideration of One Hundred Sixty Thousand Four Hundred Eighty Eight Dollars and Ninety Two Cents
\$160,488.92 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)
 hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of INDIANA, relating to mechanics' liens, with respect
 to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the
 moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery,
 heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

Given under my hand and seal this 22nd day of May 2024

COMPANY NAME:
 ADDRESS:
 SIGNATURE:

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH
 ORAL AND WRITTEN TO THE CONTRACT.

CONTRACTOR'S

STATE OF INDIANA }
 COUNTY OF LAKE } SS

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is
Treasurer of the
 who is the contractor for the Hot rubber cracksealing & striping
 building located at Town of Cedar Lake, IN
 owned by Town of Cedar Lake, IN

That the total amount of the contract including extras* is \$ 160,488.92 on which he has received payment of
 \$ - prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
 there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished
 material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into
 the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to
 complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Site Services, Inc.	Hot rubber cracksealing & striping	\$ 153,791.24	\$ -	\$ 153,791.24	\$ -
Traffic Mgmt Company, Inc	traffic control	\$ 6,697.68	\$ -	\$ 6,697.68	\$ -
TOTAL LABOR AND MATERIAL TO COMPLETE		\$ 160,488.92	\$ -	\$160,488.92	\$0.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor
 or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 22nd day of _____

Sign

Subscribed and sworn to before me this 22nd day of _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH
 ORAL AND WRITTEN TO THE CONTRACT.

Notary P

Date of Issuance: May 22, 2024	Effective Date:
Owner: Town of Cedar Lake	Owner's Contract No.: N/A
Contractor: H3 Concrete, Inc.	Contractor's Project No.: N/A
Engineer: Christopher B. Burke Engineering, LLC	Engineer's Project No.: 19.R060015.00005
Project: 2023 CDBG Lynnsway ADA Improvements	Contract Name: N/A

The Contract is modified as follows upon execution of this Change Order:

This balancing change order represents changes in contract planned quantities due to actual final field measured installed quantities. Final quantities have been adjusted to balance out the project to establish a final contract value.

Attachments: CO1 Table with summary of adjusted items.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>78,345.60</u>	Original Contract Times: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
{Increase} {Decrease} from previously approved Change Orders No. <u> </u> to No. <u> </u> ; \$ <u>No Previous Change Orders</u>	{Increase} {Decrease} from previously approved Change Orders No. <u> </u> to No. <u> </u> ; Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>No Previous Change Orders</u>	Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
{Increase} {Decrease} of this Change Order: \$ <u>5,441.31</u>	{Increase} {Decrease} of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>72,904.29</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates



applicable)

By: N/A Date: _____
Title: N/A

**Town of Cedar Lake, Indiana
2023 CDBG Lynnsway ADA Improvements Project**

Contractor: H3 Concrete, Inc.

(CBBEL Project No. 060015.00005)

Change Order No. 1

Date: May 22, 2024

Summary of Adjusted Items

Item No.	Item Description	Unit	Unit Price	Original Plan Quantity	Authorization Quantity	Revised Plan Quantity	Authorization Amount	Revised Contract Amount
2	CURB & GUTTER, REMOVAL	LF	\$ 19.90	295.00	1.80	296.80	\$ 35.82	\$ 5,906.32
3	CONCRETE SIDEWALK, REMOVAL	SYS	\$ 29.50	210.00	1.80	211.80	\$ 53.10	\$ 6,248.10
4	CURB & GUTTER, CONCRETE, ROLLED	LF	\$ 46.30	295.00	1.80	296.80	\$ 83.34	\$ 13,741.84
5	SIDEWALK, CONCRETE, 4"	SYS	\$ 75.30	110.00	-9.20	100.80	\$ (692.76)	\$ 7,590.24
7	COMPACTED AGGREGATE, NO 53 BASE, UNDISTRIBUTED	TON	\$ 25.00	65.00	-45.00	20.00	\$ (1,125.00)	\$ 500.00
8	HMA, SURFACE PATCH, TYPE B, 3"	TON	\$ 613.30	12.00	-5.70	6.30	\$ (3,495.81)	\$ 3,863.79
10	SPRINKLER SYSTEM, REPAIR/ADJUST, UNDISTRIBUTED	EA	\$ 300.00	2.00	-1.00	1.00	\$ (300.00)	\$ 300.00

TOTAL: \$ (5,441.31)

Awarded Contract Value:	\$ 78,345.60
+ Previous Change Orders Value:	\$ -
= Contract Value Prior to this Change Order:	\$ 78,345.60
+ Change Order 1 Value:	\$ (5,441.31)
= Current Contract Value:	\$ 72,904.29



May 28, 2024

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

Attention: Jennifer Sandberg – Clerk-Treasurer

Subject: 2023 CDBG Lynnsway ADA Improvements
Pay Request No. 1, Final
(CBBEL Project No. 060015.0005)

Dear Town Council Members:

Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Final Pay Request # 1 in the amount of \$72,904.29 submitted by H3 Concrete, Inc. dated May 27, 2024. Based on the completed, measured, and observed work to date, CBBEL recommends payment in the following amount:

Total Improvements:	This Estimate	To Date
Value of Work Completed:	\$72,904.29	\$72,904.29
Less Retainage:	\$ (0.00)	\$ (0.00)
Balance:	\$72,904.29	\$72,904.29
Less Previous Payments:	n/a	n/a
Amount Due This Payment:	\$72,904.29	\$72,904.29

Please find attached copies of the final invoice, final waiver of lien, and all certified payrolls from H3 along with the Pay Estimate #1 Report from CBBEL for the Town’s review and also submission to the County for applicable CDBG funds.

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



Thomas J. Gordon
Construction Engineer

Encl.: As noted.

cc: Jeff Bunge – Town Manager
Kirsten Smith – Town Manager Administrative Assistant
Tim Kubiak – Town Director of Operations
Don Oliphant, PE – CBBEL
Ian Hook – H3 Concrete

P:\Cedar Lake\060015 Town Engineer\00005 Town-General\2023 Lynnsway ADA Ramp R&R (CDBG)\Pay Apps & CO\2023 CDBG Lynnsway ADA Improvements Request #1 CBBEL Review 05-28-24.docx

TOWN OF CEDAR LAKE, IN
2023 CDBG LYNNSSWAY ADA IMPROVEMENTS PROJECT

CONTRACTOR: H3 Concrete, Inc.
DATE: 5/22/2024
ESTIMATE NO. 1 **FINAL**
PROJECT: 2023 Lynnsway CDBG Sidewalk
PROJECT #: 060015

CBBEL PAY ESTIMATE REPORT

ITEM	DESCRIPTION	CONTRACT QUANTITY	UNIT OF MEASURE	UNIT PRICE	CONTRACT COST	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY TO DATE	PERCENT UTILIZED	CONTRACT AMOUNT TO DATE
1	MOBILIZATION/DEMOLITION	1	LS	\$ 1,200.00	\$ 1,200.00	1.00	\$ 1,200.00	1.00	100.0%	\$ 1,200.00
2	CURB & GUTTER, REMOVAL	295	LF	\$ 19.90	\$ 5,870.50	296.80	\$ 5,906.32	296.80	100.6%	\$ 5,906.32
3	CONCRETE SIDEWALK, REMOVAL	210	SYS	\$ 29.50	\$ 6,195.00	211.80	\$ 6,248.10	211.80	100.9%	\$ 6,248.10
4	CURB & GUTTER, CONCRETE, ROLLED	295	LF	\$ 46.30	\$ 13,658.50	296.80	\$ 13,741.84	296.80	100.6%	\$ 13,741.84
5	SIDEWALK, CONCRETE, 4"	110	SYS	\$ 75.30	\$ 8,283.00	100.80	\$ 7,590.24	100.80	91.6%	\$ 7,590.24
6	CURB RAMP, CONCRETE, 4"	15	EA	\$ 2,207.60	\$ 33,114.00	15.00	\$ 33,114.00	15.00	100.0%	\$ 33,114.00
7	COMPACTED AGGREGATE, NO 53 BASE, UNDISTRIBUTED	65	TON	\$ 25.00	\$ 1,625.00	20.00	\$ 500.00	20.00	30.8%	\$ 500.00
8	HMA, SURFACE PATCH, TYPE B, 3"	12	TON	\$ 613.30	\$ 7,359.60	6.30	\$ 3,863.79	6.30	52.5%	\$ 3,863.79
9	MANHOLE CASTING, ADJUST TO GRADE, UNDISTRIBUTED	4	EA	\$ 110.00	\$ 440.00	4.00	\$ 440.00	4.00	100.0%	\$ 440.00
10	SPRINKLER SYSTEM, REPAIR/ADJUST, UNDISTRIBUTED	2	EA	\$ 300.00	\$ 600.00	1.00	\$ 300.00	1.00	50.0%	\$ 300.00
TOTAL							\$ 72,904.29	TOTAL	\$ 72,904.29	

Awarded Contract Value: \$ 78,345.60
 Current Contract Value: \$ 72,904.29
 Current Awarded CO Value: \$ (5,441.31)
 Projected Total CO's Value: \$ -
 Percent Complete (Awarded): 93.05%
 Percent Complete (Current): 100.00%

ORIGINAL CONTRACT \$ 78,345.60
 TOTAL CHANGE ORDERS \$ (5,441.31)
 REVISED CONTRACT \$ 72,904.29
 COMPLETED TO DATE \$ 72,904.29
 RETAINAGE 0.00% \$ -
 TOTAL EARNED LESS RETAINAGE \$ 72,904.29
 LESS PREVIOUS REQUESTS \$ -
 CURRENT AMOUNT DUE **\$ 72,904.29**



H3 Concrete, Inc..
 1800 E. Joe Orr Road
 Chicago Heights, IL 60411
 708-265-5705

Invoice

Date	Invoice #
5/27/2024	726

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

P.O. No.	Terms	Project
	Net 30	1467 - Lynnsway Phase 3

Description	Quantity	U/M	Rate	Prior Qty	Amount
Mobilization/Demobilization	1	LS	1,200.00		1,200.00
Curb & Gutter, Removal	296.8	LF	19.90		5,906.32
Concrete Sidewalk, Removal	211.8	SY	29.50		6,248.10
Curb & Gutter, Concrete, Rolled	296.8	LF	46.30		13,741.84
Sidewalk, Concrete, 4"	100.8	SY	75.30		7,590.24
Curb Ramp, Concrete, 4"	15	EA	2,207.60		33,114.00
Compacted Aggregate, No 53 Base, Undistributed	20	T	25.00		500.00
HMA Surface Patch, Typ. B, 3"	6.3	T	613.30		3,863.79
Manhole Casting, Adjust to Grade, Undistributed	4	EA	110.00		440.00
Sprinkler System, Repair/ Adjust, Undistributed	1	EA	300.00		300.00
				Total	\$72,904.29



STATE OF ILLINOIS

COUNTY OF Cook

FINAL WAIVER OF LIEN

Gty #

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by The Town of Cedar Lake, IN to furnish Concrete Sidewalk & ADA Ramps Phase 3 for the premises known as Lynnsway Subdivision of which The Town of Cedar Lake, IN is the owner.

THE undersigned, for and in consideration of Seventy-two thousand nine hundred four & 29/100 Dollars (\$72,904.29) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 05-27-24 COMPAN

ADDRESS

SIGNATURE AND TITLE



*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

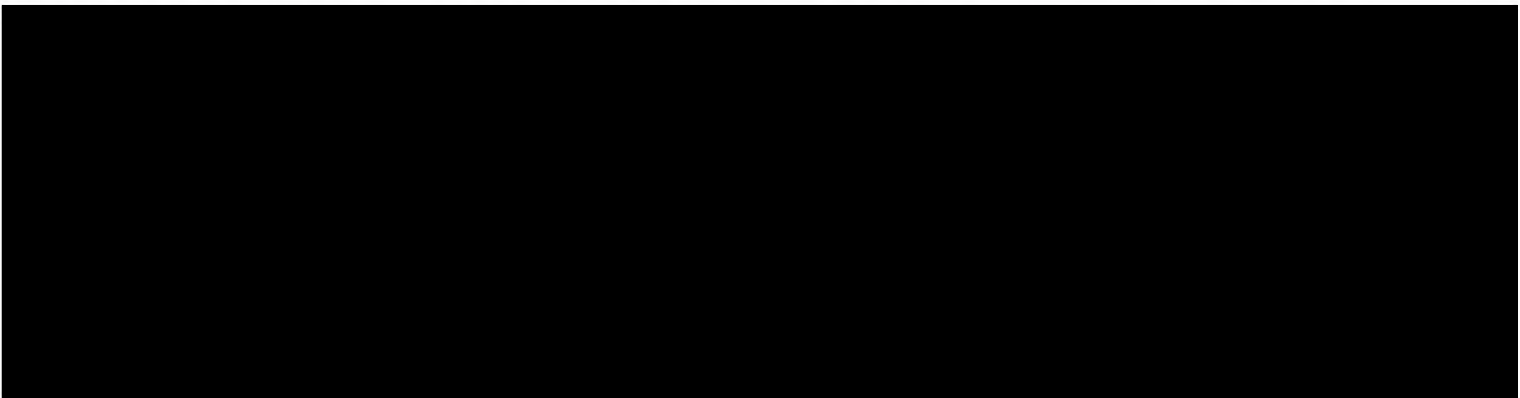
COUNTY OF Cook

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Ian Hook BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) President OF (COMPANY NAME) H3 Concrete, Inc. WHO IS THE CONTRACTOR FURNISHING concrete sidewalk & ADA ramps WORK ON THE BUILDING LOCATED AT Ivy St. & 149th Ave. Cedar Lake, IN (Lynnsway Subdivision) OWNED BY Town of Cedar Lake, IN

That the total amount of the contract including extras* is \$72,904.29 on which he or she has received payment of \$0 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
H3 Concrete, Inc.	Labor & Expenses	72,904.29	0	72,904.29	0
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		72,904.29	0	72,904.29	0



Certified Payroll Report

Contractor H3 Concrete, Inc.
1800 E. Joe Orr Rd.
Chicago Heights, IL 60411

Project Town of Cedar Lake-Customer:1467 - Lynnsway Phase 3
7408 Constitution Ave
Cedar Lake, IN 46303

Project/Contract #
Payroll Number 1
For Week Ending 4/6/2024

Employee Name	ID	Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Check Number	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other Deduct	Total Net Pay	
				31	1	2	3	4	5	6														
Ian A Hook	3339	41	Hourly	RT			8.00					8.00	48.90	391.20	0.00	6452	1,751.20	108.57	25.39	164.00	83.41	96.32	477.69	1,273.51

Certified Payroll Report

Contractor H3 Concrete, Inc.
1800 E. Joe Orr Rd.
Chicago Heights, IL 60411

Project Town of Cedar Lake-Customer:1467 - Lynnsway Phase 3
7408 Constitution Ave
Cedar Lake, IN 46303

Project/Contract #
Payroll Number 2
For Week Ending 4/13/2024

Hours Worked by Day

Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Check Number	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Total Deduct	Net Pay
		7	8	9	10	11	12	13														
81 Hourly Wage	RT	8.00							8.00	8.00	48.90	391.20	0.00	6466	1,980.46	122.79	28.72	161.00	58.64	104.53	475.68	1,504.78
41 Hourly	RT								8.00	8.00	48.90	391.20	0.00	6468	1,802.40	111.75	26.14	170.00	84.97	99.13	491.99	1,310.41
81 Hourly Wage	RT	8.00	8.00						20.00	20.00	53.50	1,230.50	0.00	6469	2,287.13	141.80	33.16	244.00	69.76	148.67	637.39	1,649.74
	OT								2.00	2.00	80.25											
81 Hourly Wage	RT		8.00						16.00	16.00	45.00	855.00	0.00	6470	1,890.00	117.18	27.41	150.00	57.65	103.95	456.19	1,433.81
	OT								2.00	2.00	67.50											
81 Hourly Wage	RT								8.00	8.00	48.90	391.20	0.00	6471	2,004.90	124.30	29.07	174.00	59.98	109.79	497.14	1,507.76
165 Hourly	RT								8.00	8.00	49.75	398.00	0.00	6472	2,139.25	132.63	31.02	352.00	65.25	178.78	759.68	1,379.57
81 Hourly Wage	RT	8.00	8.00						24.00	24.00	48.90	1,210.28	0.00	6474	2,066.03	128.09	29.96	172.00	63.01	113.63	506.69	1,559.34
	OT								0.50	0.50	73.36											
165 Hourly	RT								8.00	8.00	53.75	430.00	0.00	6477	1,505.00	93.31	21.82	134.00	45.90	253.98	549.01	955.99

Certified Payroll Report

Contractor H3 Concrete, Inc.
1800 E. Joe Orr Rd.
Chicago Heights, IL 60411

Project Town of Cedar Lake-Customer:1467 - Lynnsway Phase 3
7408 Constitution Ave
Cedar Lake, IN 46303

Project/Contract # 3
Payroll Number 3
For Week Ending 4/20/2024

Hours Worked by Day

Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Check Number	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Total	
		14	15	16	17	18	19	20													Deduct	Net Pay
31 Hourly Wage	RT				8.00				8.00	8.00	48.90	391.20	0.00	6481	2,102.72	130.37	30.49	306.00	63.25	115.51	645.62	1,457.10
31 Hourly Wage	RT	8.00	8.00						16.00	16.00	45.00	720.00	0.00	6484	1,867.50	115.79	27.07	148.00	56.96	102.72	450.54	1,416.96
31 Hourly Wage	RT	8.00	8.00	8.00					24.00	24.00	48.90	1,173.60	0.00	6486	2,102.70	130.37	30.49	186.00	62.96	108.44	518.26	1,584.44
165 Hourly	RT	7.00	8.00	8.00					23.00	23.00	49.75	1,343.25	0.00	6487	1,940.25	120.30	28.13	306.00	59.18	160.59	674.20	1,266.05
	DT	1.00	0.50	0.50					2.00	2.00	99.50											
31 Hourly Wage	RT						1.00		1.00	1.00	48.90	122.25	0.00	6489	2,102.70	130.37	30.49	176.00	64.13	108.32	509.31	1,593.39
	OT						1.00		1.00	1.00	73.35											
165 Hourly	RT	8.00	8.00	8.00	2.00				26.00	26.00	53.75	1,397.50	0.00	6493	2,203.75	136.63	31.96	226.00	67.21	392.32	854.12	1,349.63

Certified Payroll Report

Contractor H3 Concrete, Inc.
1800 E. Joe Orr Rd.
Chicago Heights, IL 60411

Project Town of Cedar Lake-Customer:1467 - Lynnsway Phase 3
7408 Constitution Ave
Cedar Lake, IN 46303

Project/Contract #
Payroll Number 4
For Week Ending 4/27/2024

Hours Worked by Day

Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Check Number	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Total Deduct	Net Pay
		Sun 21	Mon 22	Tue 23	Wed 24	Thu 25	Fri 26	Sat 27														
81 Hourly Wage	RT					4.00	1.50		5.50	5.50	53.50	334.38	0.00	6502	2,193.51	136.00	31.81	223.00	66.90	139.90	597.61	1,595.90
	OT						0.50		0.50	0.50	80.26											
165 Hourly	RT					6.00			6.00	6.00	50.75	304.50	0.00	6504	2,030.01	125.86	29.44	167.00	61.92	366.15	750.37	1,279.64
165 Hourly	RT					4.00	8.00		12.00	12.00	50.75	609.00	0.00	6505	2,030.00	125.86	29.44	290.00	61.92	366.15	873.37	1,156.63
81 Hourly Wage	RT					6.00			6.00	6.00	48.90	293.40	0.00	6507	1,956.00	121.27	28.36	158.00	59.07	107.34	474.04	1,481.96
81 Hourly Wage	RT					6.00			6.00	6.00	48.90	293.40	0.00	6511	2,029.36	125.82	29.42	167.00	61.90	109.18	493.32	1,536.04
81 Hourly Wage	RT					4.00			4.00	4.00	48.90	195.60	0.00	6512	1,992.68	123.55	28.90	163.00	59.90	109.45	484.80	1,507.88



May 28, 2024

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

Attention: Jennifer Sandberg – Clerk-Treasurer

Subject: Shades Subdivision Improvements, Phase 1
Pay Request No. 5
(CBBEL Project No. 230324)

Dear Town Council Members:

Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Pay Request # 5 in the amount of \$155,308.92 submitted by Milestone Contractors North, Inc. dated May 21, 2024 with revisions received May 24, 2024. Based on the completed, measured, and observed work to date, CBBEL recommends payment in the following amount:

Total Improvements:	This Estimate	To Date
Value of Work Completed:	\$ 172,565.46	\$ 965,084.02
Less Retainage:	\$ 17,256.54	\$ 96,508.40
Balance:	\$ 155,308.92	\$ 868,575.62
Less Previous Payments:	n/a	\$ 713,266.70
Amount Due This Payment:	\$155,308.92	\$ 155,308.92

Please find attached copies of the Invoice #5 request from Milestone and the Pay Estimate #5 Report from CBBEL. The partial waiver of lien for this invoice from Milestone has also been included with this letter along with the Ziese subcontractor partial waiver of lien. Outstanding subcontractor partial waivers of lien for recent work performed will be submitted on the next pay application once provided to CBBEL.

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

Sincerely,



Thomas J. Gordon
Construction Engineer

Encl.: As noted.

cc: Jeff Bunge – Town Manager
Kirsten Smith – Town Administrative Assistant
Tim Kubiak – Town Operations Director
Don Oliphant, PE – CBBEL PM
Jaylen Gilbert – Milestone PM
Anita Chapman – Milestone PA

P:\Cedar Lake\230324 - Shades & Morse WM CO\Shades Phase 1\Pay Apps\#5 May 2024\Shades Phase 1 CBBEL Pay App Review #5, 052824.docx

TOWN OF CEDAR LAKE, IN
SHADES SUBDIVISION IMPROVEMENTS, PHASE 1

CONTRACTOR: Milestone Contractors North, Inc.
DATE: 5/27/2024
ESTIMATE NO. 5 (03/08/24 to 05/18/24)
PROJECT: Shades Subdivision Improvements, Phase 1
PROJECT #: 230324

CBBEL PAY ESTIMATE REPORT

ITEM	DESCRIPTION	ORIGINAL CONTRACT QUANTITY	REVISED CONTRACT QUANTITY	UNIT OF MEASURE	UNIT PRICE	CONTRACT COST	TOWN FUNDING SOURCE	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY INVOICE #4	QUANTITY INVOICE #3	QUANTITY INVOICE #2	QUANTITY INVOICE #1	QUANTITY TO DATE	PERCENT UTILIZED	CONTRACT AMOUNT TO DATE
1	MOBILIZATION AND DEMOBILIZATION	1	1	LS	\$ 89,500.00	\$ 89,500.00	Multi Source	0.00	\$ -	0.00	0.00	0.00	0.00	0.70	70.0%	\$ 62,650.00
2	CONSTRUCTION ENGINEERING	1	1	LS	\$ 20,000.00	\$ 20,000.00	Multi Source	0.20	\$ 4,000.00	0.00	0.10	0.20	0.10	0.60	60.0%	\$ 12,000.00
3	CLEARING RIGHT OF WAY	1	1	LS	\$ 20,000.00	\$ 20,000.00	Multi Source	0.20	\$ 4,000.00	0.00	0.10	0.20	0.10	0.60	60.0%	\$ 12,000.00
4	18" TREE, REMOVE	1	1	EACH	\$ 1,000.00	\$ 1,000.00	Roadway	1.00	\$ 1,000.00	0.00	0.00	0.00	0.00	1.00	100.0%	\$ 1,000.00
5	CONCRETE, REMOVE	191	191	SYS	\$ 23.50	\$ 4,488.50	Roadway	0.00	\$ -	0.00	0.00	29.00	0.00	29.00	15.2%	\$ 681.50
6	PIPE, REMOVE	487	487	LFT	\$ 10.00	\$ 4,870.00	Roadway	84.00	\$ 840.00	0.00	0.00	237.00	41.00	362.00	74.3%	\$ 3,620.00
7	FENCE, REMOVE	168	168	LFT	\$ 23.00	\$ 3,864.00	Roadway	175.00	\$ 4,025.00	0.00	0.00	0.00	0.00	175.00	104.2%	\$ 4,025.00
8	EXCAVATION, COMMON	2908	2908	CYS	\$ 51.75	\$ 150,489.00	Roadway	0.00	\$ -	0.00	0.00	1331.00	0.00	1,331.00	45.8%	\$ 68,879.25
9	SIGN AND POST, REMOVE AND RESET	5	5	EACH	\$ 1,500.00	\$ 7,500.00	Roadway	0.00	\$ -	0.00	2.00	0.00	0.00	2.00	40.0%	\$ 3,000.00
10	UTILITY VERIFICATION POTHOLING (UNDISTRIBUTED)	8	8	EACH	\$ 500.00	\$ 4,000.00	Multi Source	0.00	\$ -	0.00	0.00	0.00	8.00	8.00	100.0%	\$ 4,000.00
11	COMPACTED AGG., NO. 2 FOR UNDERCUT (UNDISTRIBUTED)	500	500	TON	\$ 69.00	\$ 34,500.00	Roadway	0.00	\$ -	0.00	0.00	376.22	0.00	376.22	75.2%	\$ 25,959.18
12	COMPACTED AGG., NO. 53 FOR UNDERCUT (UNDISTRIBUTED)	500	500	TON	\$ 69.00	\$ 34,500.00	Roadway	0.00	\$ -	0.00	0.00	17.00	0.00	17.00	3.4%	\$ 1,173.00
13	SILT FENCE	705	705	LFT	\$ 2.50	\$ 1,762.50	Roadway	0.00	\$ -	0.00	0.00	0.00	705.00	705.00	100.0%	\$ 1,762.50
14	INLET PROTECTION	41	41	EACH	\$ 150.00	\$ 6,150.00	Roadway	11.00	\$ 1,650.00	0.00	0.00	12.00	0.00	23.00	56.1%	\$ 3,450.00
15	TEMPORARY SEED MIXTURE	150	150	LBS	\$ 20.00	\$ 3,000.00	Roadway	0.00	\$ -	0.00	0.00	0.00	0.00	0.00	0.0%	\$ -
16	PIPE PROTECTION	9	9	EACH	\$ 1,000.00	\$ 9,000.00	Roadway	0.00	\$ -	0.00	0.00	0.00	0.00	0.00	0.0%	\$ -
17	MAINTENANCE OF EROSION CONTROL DEVICES	1	1	LS	\$ 5,000.00	\$ 5,000.00	Roadway	0.60	\$ 3,000.00	0.00	0.00	0.00	0.00	0.60	60.0%	\$ 3,000.00
18	GEOGRID, TYPE 1	6383	6383	SYS	\$ 2.65	\$ 16,914.95	Roadway	0.00	\$ -	0.00	0.00	2928.00	0.00	2,928.00	45.9%	\$ 7,759.20
19	COMPACTED AGGREGATE NO. 53 BASE	3805	3805	TON	\$ 37.00	\$ 140,785.00	Roadway	0.00	\$ -	0.00	589.00	1515.00	0.00	2,104.00	55.3%	\$ 77,848.00
20	ASPHALT MILLING, 2 IN	2660	2660	SYS	\$ 4.75	\$ 12,635.00	Roadway	0.00	\$ -	0.00	0.00	0.00	0.00	0.00	0.0%	\$ -
21	HMA PATCHING	150	150	TON	\$ 165.00	\$ 24,750.00	Roadway	0.00	\$ -	0.00	0.00	0.00	0.00	0.00	0.0%	\$ -
22	HMA WEDGE AND LEVEL, TYPE B	150	150	TON	\$ 123.00	\$ 18,450.00	Roadway	0.00	\$ -	0.00	5.02	0.00	0.00	5.02	3.3%	\$ 617.46
23	HMA INTERMEDIATE, TYPE B	890	890	TON	\$ 100.00	\$ 89,000.00	Roadway	0.00	\$ -	0.00	412.13	0.00	0.00	412.13	46.3%	\$ 41,213.00
24	HMA SURFACE, TYPE B	751	751	TON	\$ 110.00	\$ 82,610.00	Roadway	0.00	\$ -	0.00	151.10	0.00	0.00	151.10	20.1%	\$ 16,621.00
25	ASPHALT FOR TACK COAT	7780	7780	SYS	\$ 0.60	\$ 4,668.00	Roadway	0.00	\$ -	0.00	1550.00	0.00	0.00	1,550.00	19.9%	\$ 930.00
26	RESTORATION, TYPE I (TOPSOIL, SEEDING, & ECB)	3160	3160	SYS	\$ 13.00	\$ 41,080.00	Roadway	0.00	\$ -	1,360.00	0.00	0.00	0.00	1,360.00	43.0%	\$ 17,680.00
27	RESTORATION, TYPE II (TOPSOIL, SEEDING, & TRM)	301	301	SYS	\$ 30.00	\$ 9,030.00	Roadway	0.00	\$ -	305.00	0.00	0.00	0.00	305.00	101.3%	\$ 9,150.00
28	SWALE GRADING, (UNDISTRIBUTED)	250	250	LFT	\$ 15.00	\$ 3,750.00	Stormwater	0.00	\$ -	0.00	235.00	0.00	0.00	235.00	94.0%	\$ 3,525.00
29	CURB AND GUTTER, CONCRETE, ROLL CURB	5158	5158	LFT	\$ 29.00	\$ 149,582.00	Roadway	0.00	\$ -	0.00	545.00	1291.00	0.00	1,836.00	35.6%	\$ 53,244.00
30	PCCP SHOULDER, 9 IN	470	470	LFT	\$ 37.00	\$ 17,390.00	Roadway	0.00	\$ -	0.00	64.00	329.00	0.00	393.00	83.6%	\$ 14,541.00
31	COMPACTED AGGREGATE NO. 53 FOR SHOULDER, 6 IN	130	130	SYS	\$ 40.00	\$ 5,200.00	Roadway	0.00	\$ -	0.00	130.00	0.00	0.00	130.00	100.0%	\$ 5,200.00
32	GUARDRAIL, MGS, 6 FT 3 IN SPACING	350	237.5	LFT	\$ 40.00	\$ 9,500.00	Roadway	0.00	\$ -	0.00	237.50	0.00	0.00	237.50	100.0%	\$ 9,500.00
33	GUARDRAIL END TREATMENT, OS 31 IN TL-2	4	3	EACH	\$ 3,800.00	\$ 11,400.00	Roadway	0.00	\$ -	0.00	3.00	0.00	0.00	3.00	100.0%	\$ 11,400.00
34	HMA FOR APPROACHES, TYPE B	869	869	SYS	\$ 43.00	\$ 37,367.00	Roadway	0.00	\$ -	0.00	234.70	28.30	0.00	263.00	30.3%	\$ 11,309.00
35	PCCP FOR APPROACHES, 6 IN	183	183	SYS	\$ 110.00	\$ 20,130.00	Roadway	0.00	\$ -	0.00	0.00	47.80	0.00	47.80	26.1%	\$ 5,258.00
36	CONCRETE SIDEWALK, 4 IN	15	15	SYS	\$ 135.00	\$ 2,025.00	Roadway	0.00	\$ -	0.00	0.00	0.00	0.00	0.00	0.0%	\$ -
37	COMPACTED AGGREGATE FOR APPROACHES, 6 IN	35	35	TON	\$ 70.00	\$ 2,450.00	Roadway	0.00	\$ -	0.00	12.13	22.07	0.00	34.20	97.7%	\$ 2,394.00
38	RIPRAP, REVETMENT	124	124	SYS	\$ 80.00	\$ 9,920.00	Roadway	0.00	\$ -	0.00	0.00	48.20	0.00	48.20	38.9%	\$ 3,856.00
39	MAILBOX ASSEMBLY, SINGLE, REMOVE AND RESET (UNDISTRIBUTED)	25	25	EACH	\$ 340.00	\$ 8,500.00	Roadway	0.00	\$ -	0.00	11.00	0.00	0.00	11.00	44.0%	\$ 3,740.00
40	CASTING, FURNISH AND ADJUST TO GRADE	10	10	EACH	\$ 1,250.00	\$ 12,500.00	Roadway	0.00	\$ -	0.00	3.00	1.00	0.00	4.00	40.0%	\$ 5,000.00
41	STRUCTURE BACKFILL, TYPE 1	941	941	CYS	\$ 1.00	\$ 941.00	Stormwater	150.46	\$ 150.46	0.00	0.00	377.87	0.00	528.33	56.1%	\$ 528.33
42	PIPE, TYPE 1, DIP, 12" (UNDISTRIBUTED)	125	125	LFT	\$ 120.00	\$ 15,000.00	Stormwater	0.00	\$ -	0.00	0.00	140.00	0.00	140.00	112.0%	\$ 16,800.00
43	PIPE, TYPE 2, CONCRETE, 12 IN	2791	2791	LFT	\$ 100.00	\$ 279,100.00	Stormwater	834.00	\$ 83,400.00	0.00	0.00	542.00	184.00	1,560.00	55.9%	\$ 156,000.00
44	PIPE, TYPE 2, CONCRETE, 18 IN	40	40	LFT	\$ 150.00	\$ 6,000.00	Stormwater	0.00	\$ -	0.00	0.00	0.00	0.00	0.00	0.0%	\$ -
45	PIPE, TYPE 2, PVC, CIRCULAR, 4 IN (UNDISTRIBUTED)	200	200	LFT	\$ 50.00	\$ 10,000.00	Stormwater	0.00	\$ -	0.00	0.00	140.00	0.00	140.00	70.0%	\$ 7,000.00
46	PRECAST PIPE END SECTION, CONCRETE, 12 IN W/ GRATE	7	7	EACH	\$ 2,000.00	\$ 14,000.00	Stormwater	1.00	\$ 2,000.00	0.00	0.00	3.00	2.00	6.00	85.7%	\$ 12,000.00
47	PRECAST PIPE END SECTION, CONCRETE, 18 IN W/ GRATE	2	2	EACH	\$ 2,500.00	\$ 5,000.00	Stormwater	0.00	\$ -	0.00	0.00	0.00	0.00	0.00	0.0%	\$ -
48	4 FT X 2 FT REINFORCED CONCRETE BOX CULVERT	35	35	LFT	\$ 1,100.00	\$ 38,500.00	Stormwater	0.00	\$ -	0.00	0.00	0.00	35.00	35.00	100.0%	\$ 38,500.00
49	4 FT X 2 FT PRECAST REINFORCED CONCRETE WING WALL	2	2	EACH	\$ 18,000.00	\$ 36,000.00	Stormwater	0.00	\$ -	0.00	0.00	0.00	2.00	2.00	100.0%	\$ 36,000.00
50	CONCRETE SEGIMENTAL BLOCK RETAINING WALL	413	413	SFT	\$ 70.00	\$ 28,910.00	Roadway	0.00	\$ -	413.00	0.00	0.00	0.00	413.00	100.0%	\$ 28,910.00
51	CHAIN LINK FENCE, 4 LFT	168	168	LFT	\$ 73.00	\$ 12,264.00	Roadway	0.00	\$ -	0.00	0.00	0.00	0.00	0.00	0.0%	\$ -
52	STORM SEWER MANHOLE, TYPE C	24	24	EACH	\$ 4,000.00	\$ 96,000.00	Stormwater	9.00	\$ 36,000.00	0.00	0.00	4.00	1.00	14.00	58.3%	\$ 56,000.00
53	INLET, TYPE I	22	22	EACH	\$ 3,250.00	\$ 71,500.00	Stormwater	7.00	\$ 22,750.00	0.00	0.00	5.00	2.00	14.00	63.6%	\$ 45,500.00
54	STORM SEWER MANHOLE, TYPE J	1	1	EACH	\$ 6,000.00	\$ 6,000.00	Stormwater	1.00	\$ 6,000.00	0.00	0.00	0.00	0.00	1.00	100.0%	\$ 6,000.00
55	SANITARY SERVICE CONNECTION, TYPE 1, (UNDISTRIBUTED)	10	10	EACH	\$ 750.00	\$ 7,500.00	Sanitary	1.00	\$ 750.00	0.00	0.00	1.00	0.00	2.00	20.0%	\$ 1,500.00
56	SANITARY SERVICE CONNECTION, TYPE 2, (UNDISTRIBUTED)	10	10	EACH	\$ 1,250.00	\$ 12,500.00	Sanitary	0.00	\$ -	0.00	0.00	1.00	0.00	1.00	10.0%	\$ 1,250.00
57	THERMOPLASTIC, SOLID WHITE, 4 IN, RECESSED	1490	1490	LFT	\$ 1.46	\$ 2,175.40	Roadway	0.00	\$ -	0.00	0.00	0.00	0.00	0.00	0.0%	\$ -
58	THERMOPLASTIC, SOLID YELLOW, 4 IN, RECESSED	1377	1377	LFT	\$ 1.46	\$ 2,010.42	Roadway	0.00	\$ -	0.00	0.00	0.00	0.00	0.00	0.0%	\$ -
59	TRAFFIC CONTROL	1	1	LS	\$ 15,000.00	\$ 15,000.00	Multi Source	0.20	\$ 3,000.00	0.00	0.10	0.20	0.10	0.60	60.0%	\$ 9,000.00
*60	REMOVE EXISTING SANITARY MH	0	2	EACH	\$ 2,100.00	\$ 4,200.00	Sanitary	0.00	\$ -	0.00	0.00	2.00	0.00	2.00	100.0%	\$ 4,200.00
*61	SANITARY SEWER MH, 4 FT	0	1	EACH	\$ 3,885.00	\$ 3,885.00	Sanitary	0.00	\$ -	0.00	0.00	1.00	0.00	1.00	100.0%	\$ 3,885.00
*62	SANITARY SEWER MAIN, 8", SDR-26	0	256	LFT	\$ 122.85	\$ 31,449.60	Sanitary	0.00	\$ -	0.00	0.00	256.00	0.00	256.00	100.0%	\$ 31,449.60
*63	GUARDRAIL, END TREATMENT, I	0	1	EACH	\$ 1,575.00	\$ 1,575.00	Roadway	0.00	\$ -	0.00	1.00	0.00	0.00	1.00	100.0%	\$ 1,575.00
*64	TEMPORARY PAVEMENT MARKINGS, PAINT	0	1	LS	\$ 1,000.00	\$ 1,000.00	Roadway	0.00	\$ -	0.00	1.00	0.00	0.00	1.00	100.0%	\$ 1,000.00
								TOTAL	\$ 172,565.46					TOTAL	\$ 965,084.02	

Awarded Contract Value: \$ 1,795,961.77
Current Contract Value: \$ 1,829,771.37
Current Awarded CO Value: \$ 33,809.60
CO#1 \$ 39,534.60
CO#2 \$ (5,725.00)

Percent Complete (Awarded): 53.74%
Percent Complete (Current): 52.74%

ORIGINAL CONTRACT	\$ 1,795,961.77
TOTAL CHANGE ORDERS	\$ 33,809.60
REVISED CONTRACT	\$ 1,829,771.37
COMPLETED TO DATE	\$ 965,084.02
RETAINAGE	\$ 96,508.40
TOTAL EARNED LESS RETAINAGE	\$ 868,575.62
LESS PREVIOUS REQUESTS	\$ 713,266.70
CURRENT AMOUNT DUE	\$ 155,308.92

WAIVER OF LIEN

() Final

(X) Partial

(X) Payment to follow

The undersigned, having been contracted by TOWN OF CEDAR LAKE to furnish certain materials and labor, to wit, ASPHALT PAVING for a project known as CEDAR LAKE CCMG 2023-1 located at CEDAR LAKE, Indiana does hereby further state:

(PARTIAL WAIVER)

that the balance due from the Contractor is in the sum of:

ONE HUNDRED FIFTY FIVE THOUSAND THREE HUNDRED EIGHT AND 92/100

*****Dollars (\$155,308.92)

- () receipt for which is hereby acknowledged, or
(X) the payment of which has been promised as the sole consideration of this affidavit and Partial Waiver of Lien is given to and for said amount, effective upon receipt of such payment

(FINAL WAIVER)

that the balance due from the Contractor is in the sum of:

_____ Dollars (\$ _____)

- () receipt for which is hereby acknowledged, or
() the payment of which has been promised as the sole consideration of this affidavit and Final Waiver of Lien is given to and for said amount, effective upon receipt of such payment

Therefore, the undersigned waives and releases unto the Owner of said premises, any and all lien or claim whatsoever on the above described property and improvements thereon on account of labor or material, or both, furnished by the undersigned thereto, and further certifies that no other party has any claims or right to lien on account of any work performed or material furnished to the undersigned for said project, and within the sco

MILESTONE CONTRACTORS NORTH INC
Name of Company

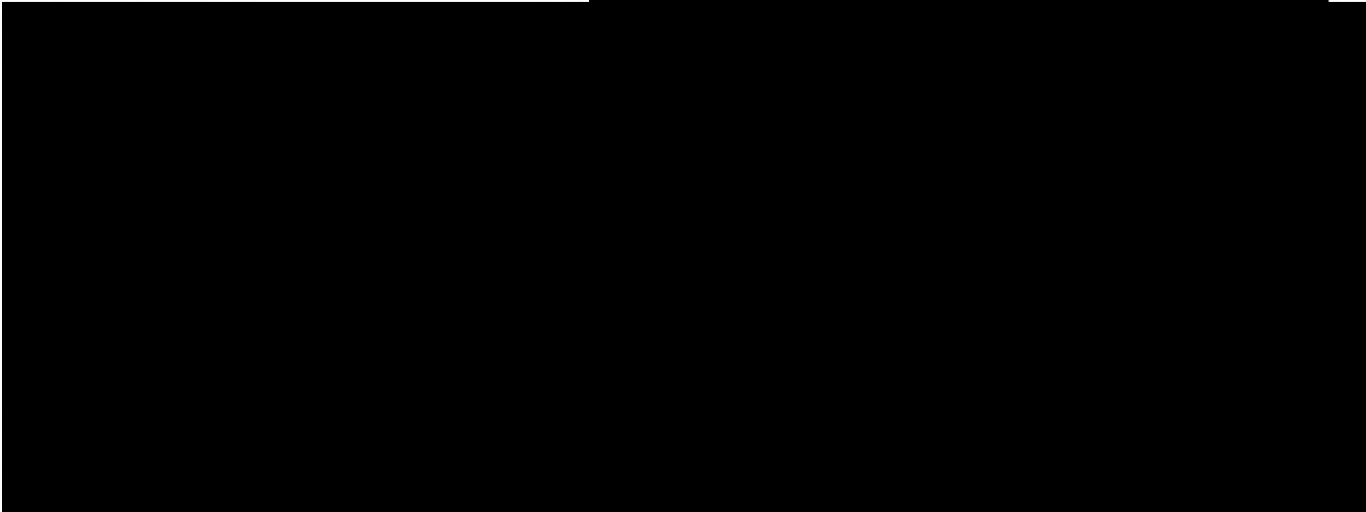


Exhibit J-3

VENDOR WAIVER AND RELEASE OF CLAIMS AND LIENS

Partial (Progress) Payment - Conditional (Payment To Follow)

State of INDIANA, County of LAKE, ss:

The Undersigned, being first duly sworn, states, warrants and deposes, both personally and as a duly authorized officer or representative of the subcontractor, supplier, equipment lessor or other type of party designated below ("VENDOR") as follows:

This Instrument Pertains To The Following:

"VENDOR": **ZIESE & SONS EXCAVATING, INC**

"CUSTOMER" of Vendor: *(Leave blank if customer is "Contractor" below)*

"CONTRACTOR": **MILESTONE CONTRACTORS NORTH, INC.
1700 E. MAIN ST, , GRIFFITH, IN 46319**

"OWNER":

"PROJECT": **238742 - Cedar Lake CCMG 2023-1 - P**

"FINAL PAYMENT": **\$121,311.01**

The Terms of this Instrument Are:

VENDOR has contracted to perform or furnish labor, materials, equipment and/or services ("Work") in furtherance of or incidental to CONTRACTOR'S contractual obligations for the above-described PROJECT.

The PAYMENT AMOUNT stated above constitutes the entire amount presently due and payable to VENDOR for Work performed, which amount, together with any and all previous payments received by VENDOR, is the total sum claimed to date by VENDOR, exclusive of contractually provided retainage, for all Work performed or furnished by or through VENDOR thru May 17, 2024 (Date).

All sub-subcontractors, materialmen and laborers engaged or employed by VENDOR have been paid in full for all Work performed or furnished to or for said PROJECT thru May 17, 2024 (Date) except as follows:

<u>Name/Address</u>	<u>Work/Materials/Equipment Performed</u>	<u>Amount Owed</u>
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In consideration of the PAYMENT AMOUNT, and effective upon receipt of same by VENDOR, any and all rights and claims which the VENDOR has asserted or which could now or hereafter be asserted against the CONTRACTOR, the OWNER(s), and any and all other parties who hold or claim any right, title or interest in or against the real estate upon which the PROJECT is situated or any improvements thereon, and their respective sureties, mortgagees, successors and assigns, for or in respect of labor including but not limited to wages, fringes, taxes, union dues, liens, garnishments, materials, equipment or services and taxes applicable furnished by or through VENDOR to or for the PROJECT, including without limitation mechanics liens, claims against bonds or sureties thereunder, and claims affecting the disposition of any contract proceeds otherwise due or to become due from OWNER(s) or other parties to CONTRACTOR, or claims for direct or indirect costs or damages arising from or incidental to Work heretofore performed or furnished by VENDOR, shall, forthwith upon this Instrument becoming effective as prescribed herein, become fully, finally and unconditionally waived, discharged and released.

VENDOR shall indemnify CONTRACTOR, OWNER(s) and all other parties who shall rely upon any representation made herein and shall hold each of them harmless against any loss, cost or expense, including cost of bond premiums, litigation expenses and attorney fees, for and in respect of any breach of any covenant, representation or warranty contained herein or any lien or other claim asserted against them or their property by VENDOR or any other person in respect of labor, materials, equipment or services which are within the scope of this Instrument.

The release and waiver stated herein are subject to VENDOR's receipt of the AMOUNT DUE as designated above, and accordingly, such provisions shall become immediately effective and binding upon VENDOR upon receipt thereof by VENDOR. Such receipt shall be conclusively established by VENDOR's endorsement affixed to any check issued for the AMOUNT DUE whereon VENDOR is named as payee, either singly or jointly with one or more other co-payee(s).

In Witness Whereof,

the Undersigned, for and on behalf of the VENDOR, has executed this Instrument on this 20th day of May, 2024.



TOWN OF CEDAR LAKE

Mindi Ray, Superintendent

Parks and Recreation

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

Tel (219) 374-7400 X 161



May 14, 2024

Subject: Shelter Rental Fees

Cedar Lake Town Council,

On behalf of the Cedar Lake Park Board, I am following up on our May 2, 2024 Park Board Meeting Agenda items. The Park Board made a recommendation to the Town Council in this meeting to consider changing the ordinance to allow rental fees from shelters to be deposited into the parks budget. This change would help offset the continued maintenance and repairs of these facilities.

Thank you for your consideration on this!

Kindly,

Mindi Ray



P.O. Box 188, Cedar Lake, IN 46303

May 3, 2024

Dear Cedar Lake Town Council,

The Cedar Lake Summerfest Committee, Inc. is proud to present the 42nd Annual Cedar Lake Summerfest. This special event provides our community and its visitors a very traditional venture for a family to celebrate our nation's birthday.

We are seeking funds from the Tourism Fund to enhance the public's experience at our event. We will provide our traditional activities such as: Cardboard Boat Race, Car Show, Talent Show, Live Entertainment and Fireworks to name a few. We hope to add some new activities to our venue if funds are available.

This festival has attracted 1,000's of people to our community daily over a 4-day period. Not only do our visitors enjoy the festivities, but also to visit many of our local businesses. Our businesses express the added traffic they experience is very beneficial to them.

We greatly appreciate your time and are looking forward to hearing from you. If you have any questions, please do not hesitate to call me [REDACTED]

Kirsten Smith

From: [REDACTED]
Sent: Monday, May 13, 2024 10:03 AM
To: Jennifer Sandberg; Jeff Bunge; Nick Recupito
Subject: Tourism Fund Request
Attachments: Holy Name Scans_20240513_094021.pdf

External Email

I am submitting this request on behalf of the Cedar Lake Summerfest.

I also would like to request \$300.00 to pay for 150 extra Town Planner Calanders 2025 to be distributed to the new residents of Cedar Lake.
Also, our residents that have PO Boxes do not receive the calendar is the mail as do all the route mail receivers. Could receive a copy as well.
This calendar serves as a tool to promote our community and its many events to our residents and visitors.

If you have any questions concerning either of these requests, please do not hesitate to contact me.

I appreciate your time.

Mary Joan

<http://www.adobe.com/>

CAUTION: This email originated outside of our organization. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

TOWN OF CEDAR LAKE

Mindi Ray, Superintendent

Parks and Recreation

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

Tel (219) 374-7400 X 161



May 14, 2024

Subject: 2024 Tourism Funds

Cedar Lake Town Council,

On behalf of the Cedar Lake Park Board, I am following up on our May 2, 2024 Park Board Meeting Agenda items. The Park Board made a recommendation to the Town Council in this meeting to consider allowing use of the Town of Cedar Lake's Tourism Funds to offset the costs of the 2024 Taylor Ice Festival and 2024 community events.

Thank you for your consideration on this!

Kindly,

Mindi Ray



Experiences that illuminate & **tell the story of community.**

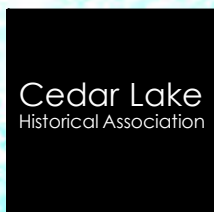
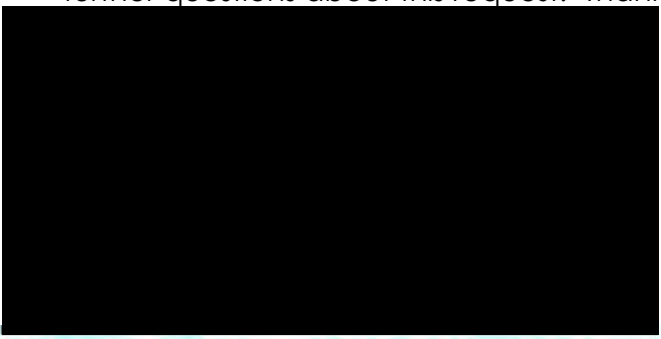
May 27, 2024

Dear Council Members:

The Cedar Lake Historical Association would like to place a **request for the 2024 distribution of the Town's annual tourism funds**. The Association is planning its annual Steam Through History Day celebration – which is a one-day event meant to elevate the exposure of the steamboat rides we offer all summer long. The details are:

- Steam Through History Day 2024 is scheduled for July 24, 2024.
- It is a celebration of the rebirth of the Dewey Line at Lassen's Resort, recognition of the tremendous power of steam and its impact in our community and to humanity, and opportunity to honor the heritage of the Potawatomi at Cedar Lake.
- Rides aboard Steamer Dewey are offered all day long.
- Steam equipment will be on display and demonstrated throughout the day, including a steam traction engine, steam G-scale model train layout, and the Norman J -- a sternwheel vessel outfitted with a steam-powered calliope.
- Complimentary museum admission is pending sponsorship. If this distribution request is honored for at least \$500, the sponsorship can be credited to the Town of Cedar Lake and/or SSCVA.
- Experience a new Culinary Anthropology exhibit, funded by a grant from Indiana Humanities in cooperation with the National Endowment for the Humanities.
- Witness the unveiling of a land acknowledgment in the museum garden and enjoy a tasting of Potawatomi-inspired culinary treats (time TBD).
- View the "Who is a Hoosier" special exhibit on loan from the Indiana Historical Society.
- Enjoy live music from the porch.
- Free marionette show sponsored by The Legacy Foundation inside the museum at 11:30 am, 1:30 pm, 3:30 pm, and 5:30 pm.
- Note: this is also a Farmer's Market day.

I believe that a tourism fund allocation to support Steam Through History Day 2024 meets the goals of tourism and economic development for the community. I hope you agree. Please contact me with further questions about this request. Thank you.



Up to the task
Big ideas, effective impact



TOWN OF CEDAR LAKE

Administrative Assistant

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

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



To the Town Council,

The Town would like to request \$500 to offset the cost of marketing materials to be used for parades, including the 4th of July parade, Town events, conferences, farmer’s market booth, etc. The purpose of the marketing materials is to draw more interest and attention to the Town of Cedar Lake. The marketing materials would bring more traffic on our website and facebook page, which in turn would bring more attention to our events and local activities hopefully bringing more people into town and into our local businesses. I have included in the packet the invoice from last year’s request. This year we are looking to obtain an increased number and a wider range of marketing materials, which will ultimately drive-up the price. Any help in offsetting the costs of these materials for the public would be greatly appreciated. Thank you.

Jeff Bunge, Town Manager

Hoosier Postal Plus
 13115 Wicker Ave Ste A
 CEDAR LAKE, IN 46303
 Phone: 219-401-8145 | Fax: 219-401-8136



Invoice #	5511	Total Due: \$971.44	Due Date: June 21, 2023	Page: 1
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Bill To:

[REDACTED]
 Cedar Lake Public Works
 8550 Lake Shore Drive

 CEDAR LAKE, IN, 46303

Invoice Date: June 21, 2023
 Customer ID: 1225
 Terms: ON ACCOUNT
 Account Name: Account 1
 Purchase Order / Ref:

QUANTITY	DESCRIPTION	PRICE	EXTENDED
1000	Frisbees - 9 inch	\$0.84	\$840.00 TX
1	Coupon*	(\$168.22)	(\$168.22) TX
1	Graphics 3	\$50.00	\$50.00
1	Coupon*	(\$10.01)	(\$10.01)
1	Shipping Freight	\$248.50	\$248.50 TX
1	Coupon*	(\$49.77)	(\$49.77) TX

Workstation: 0 - Master Workstation

Notes:

Subtotal:	\$910.50
Sales Tax:	\$60.94
Total Sale:	\$971.44
Deposit:	\$0.00
Total Due:	\$971.44

TOWN OF CEDAR LAKE
Mindi Ray, Superintendent
Parks and Recreation

7408 Constitution Ave – PO Box 707
Cedar Lake, IN 46303
Tel (219) 374-7400 x 161



SUPERINTENDENT'S REPORT
May 2024

- 1. 5 YEAR MASTER PLAN UPDATE**
 - Survey edits have been sent for final survey production. The survey is anticipated to go live the first week of June.
 - Notice has been given for the 5-Year Master Plan Public Meeting scheduled for June 11th @ 6pm @ Town Hall.
 - Our 1st Pop Up Event will take place June 12th at Cedar Lake Farmers Market with Context Design.
- 2. DOG PARK**
 - Current Membership 95 on 5/30/24
- 3. UPCYCLE RAIN BARREL & COMPOSTER FUNDRAISER EVENT- TAYLOR ICE FEST**
 - Current Sales 9
- 4. KIWANIS PLAYGROUND & SURFACING- ADDITIONAL ALL ABILITIES AMENITIES**
 - Surfacing was installed this month. Dirt work around the playground will be finishing up soon.
 - I have been in contact with Emberly's Smiles & NuToys to coordinate the communication board production. Once Emberly's Smiles has a finished product, we will plan a ribbon cutting opportunity for the newly renovated playground.
- 5. SECURITY CAMERAS-KIWANIS PARK**
 - The cameras have been installed and are active at the dog park and near the playground. Thank you Cliff Wroe for you assistance on this project!
- 6. STAFFING**
 - Applicants have been interviewed and selected for seasonal maintenance positions. We have onboarded Christian Dahn at this time and will be hosting orientation June 4th for Jesse Lain. Our third position has an offer with no next steps taken from the applicant at this time. If we do not have contact with the applicant by the end of business on 5/30/24, the offer will be rescinded.
- 7. MAINTENANCE**
 - Kiwanis playground mulch removal and dirt work projects took place this month.
 - The beach area on Town Ground received 60 yards of sand.
 - Cardinals Roost Shelter has received a new coat of paint this season.
 - The park office has been spruced up with flower planters and flowers.

7. MAINTENANCE (CONTINUED)

- The park crew assisted public works with the removal of the tree that fell on the gazebo this month.
- Training was conducted with the crew on the proper way to hitch and un-hitch the landscape trailers. Foreman Josh
- Banhart implemented an additional bolt system to ensure the trailer is safely secured each time it is used.
- Parking guardrail estimates for Hanover Park were presented in last months meeting. Additional information and another quote for fencing type materials were provided this month.

8. PROGRAMS & EVENTS

- Spring soccer satisfaction survey was conducted this month.
- Greg and I are working on next quarter program planning and proposals. As programming details are finalized, Greg will report.
- The Taylor Ice Festival Committee met this month. Friday December 6 from 5-9pm and Saturday December 7 from 1-9pm were finalized for the 2024 event.
- Santa Doug is being secured as our special guest in the 4th of July Parade. The department will be taking the opportunity to promote the 2024 winter event during the parade with a “Summer Santa Doug” riding along with us.
- Please see the Recreation Report for additional program and event details.

9. PARKS MAINTENANCE SHOP

- I invited Mr. Kubiak to attend our upcoming park board meeting to discuss the park shop opportunities. I am awaiting his availability at the time of this report.

10. Parks Vehicle Purchase

- A 2024 Jeep Compass Sport was purchased this month from James CDJR of Cedar Lake.

11. Request to use Tourism Funds for Taylor Ice Festival

- A formal request for use of funds was sent to the Town Managers office this month. Mr. Bungee told me we should be seeing this on a future council agenda in June. My understanding is they are still awaiting other requests from the community before considerations are made.

12. Annual Playground Inspection

- I postponed our annual inspection opportunity this month so that Kiwanis & Hanover Park renovations would be completed prior to the inspector’s arrival. Kiwanis Playground dirt work is almost completed. Hanover Park playground expansion and rubber mulch addition is in que for the crew at this time.

13. GAZEBO

- The gazebo on town grounds was destroyed in a storm on May 20, 2024 when a tree fell on it. I worked with Margo at Town Hall to begin the insurance claim. The park crew assisted in tree removal. Public works will be removing the gazebo. Tim Kubiak will be overseeing the replacement at this time. I offered my assistance to Mr. Kubiak if he needs help securing quotes. I also asked him to keep me up to speed on the project scope and costs since I am uncertain who will be responsible to fund the remaining replacement costs on this structure.

14. OTHER ITEMS AWAITING DIRECTION

- **Clubhouse Facility Permit & Rental Contract** was edited and reviewed with Jeff at Austgen Law this month. The final draft will be attached to this report for your review. I have also asked for clarification if this contract will need to be adopted by resolution as I am unaware if it was formally adopted by the council before the park departments arrival.
- **Vendor Agreement**-I provide additional information pertaining to insurance requirements of vendors and asked for this to be ready for review before the May 2,2024 Park Board Meeting. Atty Austgen. **UPDATE**- No forward motion from Attorney Austgens office to report to you at this time.
- **Town Grounds Use and Management by Parks**-Park Board members and Town Council Liaison's met with the Town Manager and Park Superintendent on 3/14/24. The park board is still awaiting direction at this time. Atty Austgen advised the park board to meet with the Town Council in either a work session or executive session to discuss coming to a land use agreement pertaining to Town Grounds. **UPDATE**- A formal requested for the park board to meet with the town council was submitted to the Town Managers office on May 14. The request to schedule was followed up on May 21 and May 28 with further instruction that the park board would be like to meet in any capacity the town council would like to meet.
- **Park Foundation**- Awaiting town council recommendations for board members to move this forward. Dale Holsti recommended Corrine Beard to the Town Managers office on April 5, 2024.
- **Park Impact Fees /Park Shop**- Awaiting Town Council and Park Board direction at this time. Atty Austgen sent a memo on April 10 2024 which instructed further review of impact fee usage from both town council and park board before considering using funds for a project of this nature.

Respectfully Submitted,
Mindi Ray