



TOWN COUNCIL MEETING AGENDA June 18, 2024 - 7:00 PM

PLEDGE OF ALLEGIANCE

OPENING PRAYER

CALL TO ORDER/ROLL CALL:

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

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

OATH OF OFFICE: Chief Todd Wilkening: Connor Reilly

PRESENTATION: Recognition of Service

CLPD Special Presentation

Veridus Group – Police and Fire Building Complex Updates

PUBLIC HEARING:

1. **Ordinance No. 1456**, Public Way Vacation Continued Public Hearing – Rago
(Deferred at initial Public Hearing on 4/27, 6/20, 7/18, 8/1, 8/15, 10/3, 12/19/2023, 01/02, 02/06, 03/05, 03/19, 04/02, 5/21/2024) (This will be the final deferral)
 - a. Review of Legals
 - b. Opening Remarks
 - c. Reading of **Ordinance No. 1456**
 - d. Remonstrators
 - e. Town Council Discussion
 - f. Town Council Decision

2. **Resolution No. 1354 – Additional Appropriation**
 - a. Review of Legals
 - b. Opening Remarks
 - c. Reading of **Resolution No. 1354**
 - d. Remonstrators
 - e. Town Council Discussion
 - f. Town Council Decision

PUBLIC COMMENT (*on agenda items*):

CONSENT AGENDA:

1. **Claims:** All Town Funds: \$441,305.92; Wastewater Operating: \$12,425.09; Water Utility: \$49,857.43; Storm Water: \$23,455.31; Payroll: 6/6/2024 \$411,061.99; and May Remittances \$227,752.42

2. **Manual Journal Entries:** May 1 – May 31, 2024
3. **Donations:** In-Kind Donation of NaloxBox Pod and Naloxone Kits from Sounds of Sarah, \$100 Donation from Scott & Carla Bourrell for K9

ORDINANCES/RESOLUTIONS:

1. Ordinance 1489 Special Events Amendment (2nd Reading Required)

NEW BUSINESS:

1. Award a contract for the Fire Department Emergency Vehicle Preemption Project Bid (deferred on 6/4/2024)
2. Approve and accept the Training Reimbursement agreement for Fire Department- Connor Reilly
3. Approve PLOC for Cedar Lake Storage in the amount of \$7,700.00
4. Approve CBBEL Pay Request, Stage 2 – Cedar Lake Dredging Pay Request No. 8 in the amount of **\$338,557.53**
5. Approve Firework Permit for North Point Pyros
6. Disbursement Request No. 14 from the 2022A Construction Fund for the Police Department Project in the amount of \$488,179.24
7. Disbursement Request No. 13 from the 2022B Construction Fund for the Fire Department Project in the amount of \$872,087.15

REPORTS:

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

UPDATE/DISCUSSION:

1. Establishing a Parks Foundation

WRITTEN COMMUNICATION:

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

PUBLIC COMMENT:

ADJOURNMENT:

PRESS SESSION:

NEXT MEETING: Tuesday, July 2, 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.



Certificate of Appreciation

With Their Sincere Gratitude
The Town of Cedar Lake would like to Recognize

James Olthoff

For 5 years of Dedicated Service and Commitment to
the Police Commission and to the Board of Safety.

June 4, 2024

Nick Recupito, Town Council President

Patty Stovall, founder and Executive Director of Sounds of Sarah, a nonprofit organization in Lake County, Indiana, who's mission is to raise awareness of opioid and illicit drug epidemic along with providing the public access to information and resources, purchased an Opioid Rescue Kit Distribution Box for Cedar Lake Police Department. The Box holds kits, free to the public, that contain individually packaged doses of nasal Naloxone spray, a medication designed to reverse an opioid overdose, along with usage instructions. The box is installed on the wall inside of the CLPD/Town Hall lobby located at 7408 Constitution Ave in Cedar Lake, which can be accessed 24/7. For more information on Stovall's organization, go to: www.soundsofsarah.org. For more naloxone locations or more information on Overdose Lifeline, go to: <https://www.overdoselifeline.org>.



Sounds of Sarah Inc.



Administrative Assistant Sarah Moore, Patrol Commander Tom Kidd, Deputy Chief Carl Brittingham, Sounds of Sarah Founder Patty Stovall and Chief of Police William Fisher.

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1456

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

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

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

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

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

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

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

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

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

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

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

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

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

Town Council President

Vice-President

Member

Member

Member

Member

Member

ATTEST:

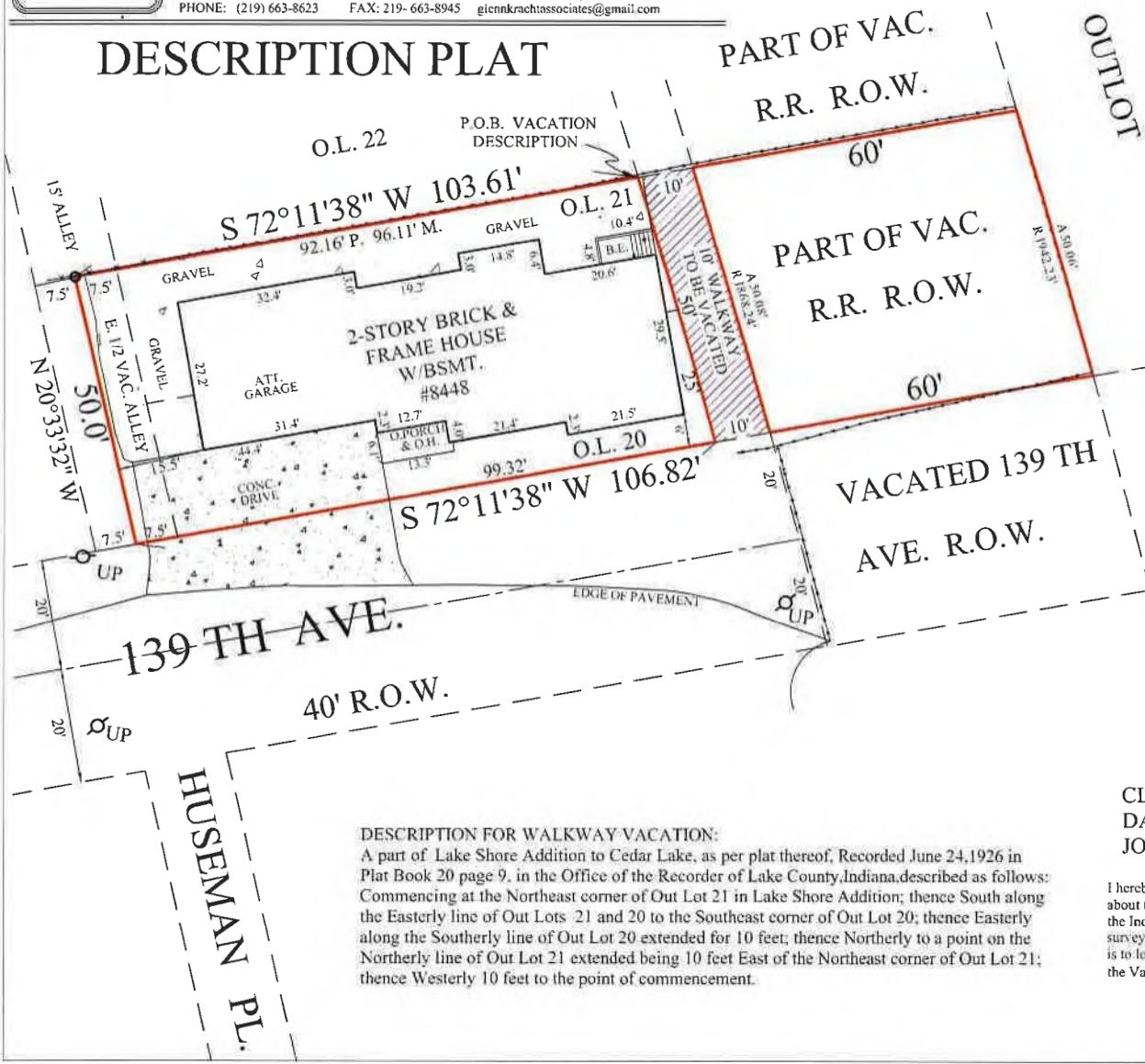
Jennifer N. Sandberg, IAMC, CMC, CPFIM,
Clerk-Treasurer



GLENN KRACHT ASSOCIATES

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

DESCRIPTION PLAT



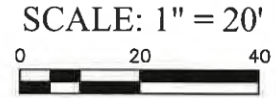
DESCRIPTION FOR WALKWAY VACATION:
 A part of Lake Shore Addition to Cedar Lake, as per plat thereof, Recorded June 24, 1926 in Plat Book 20 page 9, in the Office of the Recorder of Lake County, Indiana, described as follows: Commencing at the Northeast corner of Out Lot 21 in Lake Shore Addition; thence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

PROPERTY ADDRESS: [REDACTED] CEDAR LAKE, IN 46303

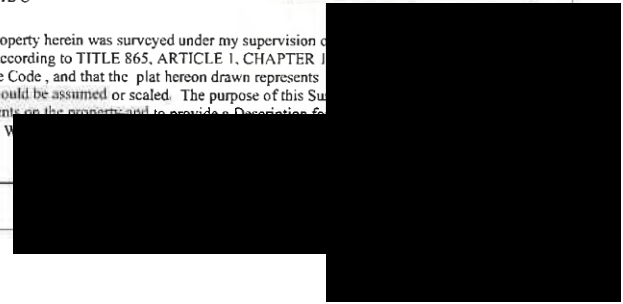
LEGAL DESCRIPTION:
 OUT-LOTS TWENTY (20) AND TWENTY-ONE (21), IN LAKE SHORE ADDITION TO CEDAR LAKE, INDIANA, BEING A SUBDIVISION OF PART OF THE SOUTH ONE-HALF OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M., AS THE SAME APPEARS OF RECORD IN PLAT BOOK 20, PAGE 9, IN THE RECORDER'S OFFICE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

PARCEL ID #45-15-27-407-027.000-014
 OWNERS [REDACTED]

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



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



Town of Cedar Lake

Public Way Vacation Application

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

[REDACTED]

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

Parcel # 45-15-27-407-027.000-014.

3. Indicate the reason(s) for your request to vacate the public way described in item 2.

Constructed a single-family house with an attached deck. The deck will extend over the abandoned railroad walkway, which is not utilized and has neighboring structures extending over it facing the lake.

Property Owner(s) Information	Petitioner(s) Information (If different than owner.)
Name(s) [REDACTED]	Name(s) SAME
[REDACTED]	Mailing Address
[REDACTED]	City, State, Zip
[REDACTED]	Phone
[REDACTED]	Alternate Phone
Fax N/A	Fax

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

[REDACTED]

[REDACTED]

[REDACTED]

Subscribed and sworn to before me

[REDACTED]

[REDACTED]

[REDACTED]

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

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

DEPICTION

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

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

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

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

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

Sincerely,

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

EXHIBIT A



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

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

225.18 Clearance for Overhead Conductors and Cables

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

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

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

(A) **Above Roofs.** Overhead spans of open conductors and open multiconductor cables shall have a vertical clearance of not less than 2.5 m (8 ft) above the roof surface. The vertical clearance above the roof level shall be maintained for a distance not less than 900 mm (3 ft) from the

roof race

Exception:
vertical clearance
not apply
are attached

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

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

(D) Final clearance shall comply with

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

Exception:
shall be permitted.

(2) Vertical clearance spans above of, platform be reached

(3) Buildings feeder conductors through

Margaret Abernathy

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

All,

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

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

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

I will advise [REDACTED] of this information.

Rick Eberly
Cedar Lake Town Manager
7408 Constitution Avenue
Cedar Lake, IN 46303
Email: [REDACTED]
[REDACTED]

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT, made this ____ day of _____, 2023, by and between _____, Lake County, Indiana, a Municipal Corporation, of 7408 Constitution Avenue, Cedar Lake, Lake County, Indiana 46303 (hereinafter "INDEMNITEE").

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

I.

LIABILITY, LOSS OR DAMAGE

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

II.

DURATION

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

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

III.

REQUIREMENT OF NOTICE TO INDEMNITOR

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

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

INDEMNITOR:

INDEMNITEE:

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

By: _____
JOHN RAGO

By: _____

Print Name: _____

By: _____
DORYS JEAN RAGO

Title: _____

Attest: _____
Jennifer Sandberg, Clerk-Treasurer

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

Design ID: 329856905716

Estimate ID: 88318

Estimated Price: \$19,025.33

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

MENARDS

Design & Buy™

DECK



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

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

MENARDS
Design & Buy™
DECK

How to recall and purchase your design at home:



OR

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

How to purchase your design at the store:

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



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

Estimated Price: \$19,025.33

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

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

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

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

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

Design ID: 329856905716

Estimate ID: 88318

Estimated Price: \$19,025.33

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

MENARDS
Design & Buy™
DECK

Level 1

Height off the ground: 6' 6"

Width: 28' 6"

Length: 14' 0"

Joist Spacing: 12" On Center

Load Rating: 40 lbs

Stair 1

Height off the ground: 6' 6"

Width: 4' 0"

Length: 10' 1"

Decking

Deck Board Material Type: UltraDeck Fusion® 2.0

Deck Board: Rosewood 2.0

Deck Board Fastener: UltraClip Hidden Fastener Deck Clip

Framing

Framing Material Type: AC2 Green Treated

Joist: 2x12

Beam: 2x8

Framing Post: 6x6 Framing Post

Footing: 16" Poured Footing

Footing Depth: 48" Footing Depth

Incline Footing: 4 x 8 x 16 Solid Construction Block

Ledger Board Fastener Type: FastenMaster® LedgerLOK®

Joist Hanger Type: Galvanized Joist Hanger

Joist Hanger Fastener Type: Joist Hanger Fastener Nail

Cladding Material Type: Fusion 2.0 Cladding

Cladding: Rosewood Cladding

Railing

Railing Material Type: Cable Railing

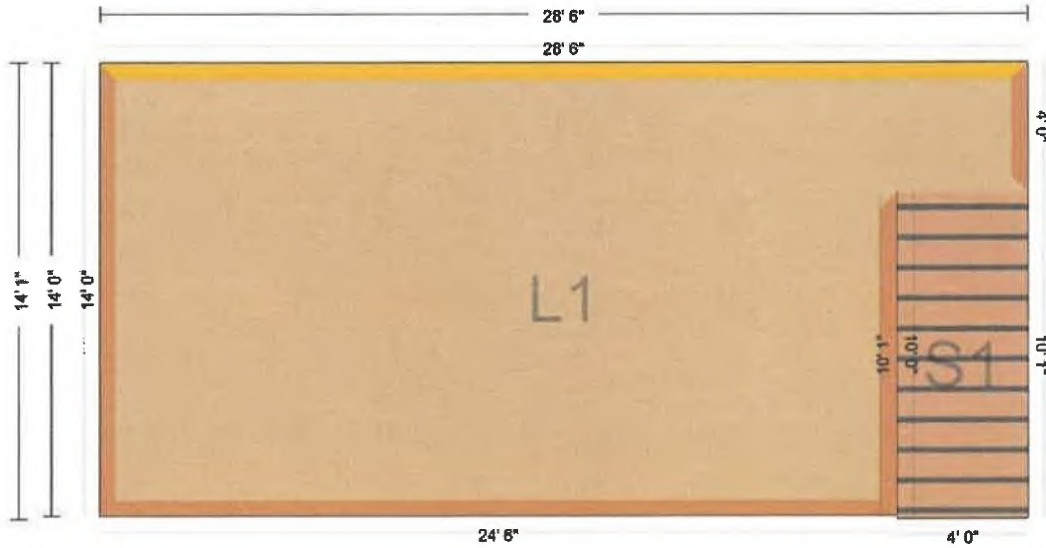
Railing Style: Black Feeney Rail

Cable End Cap: Dome

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

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

MENARDS
Design & Buy™
DECK



Deck Side Color Legend

	Open Side/No Railing		Railing
	Unattached Walls		Attached Walls

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

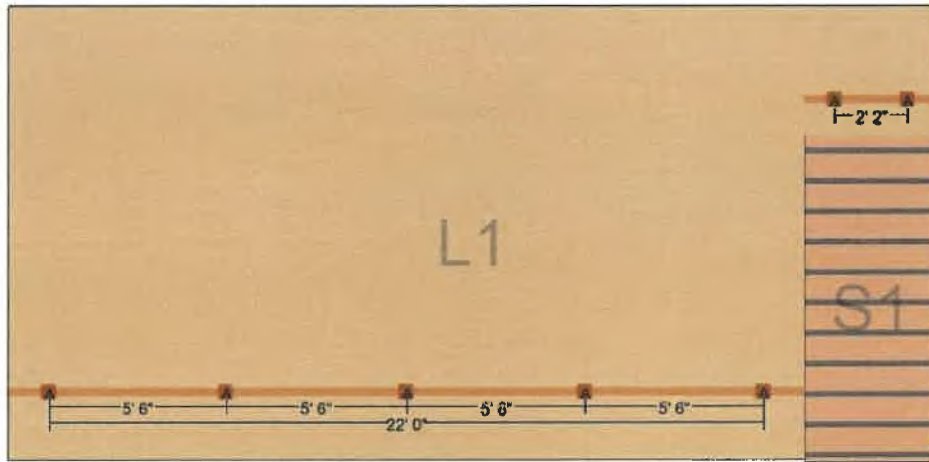
Estimated Price: \$19,025.33

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

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

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

L1 - Posts and Footings



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

L1 - Framing Posts

Label	Post Size	Count
A	6 x 6	7

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

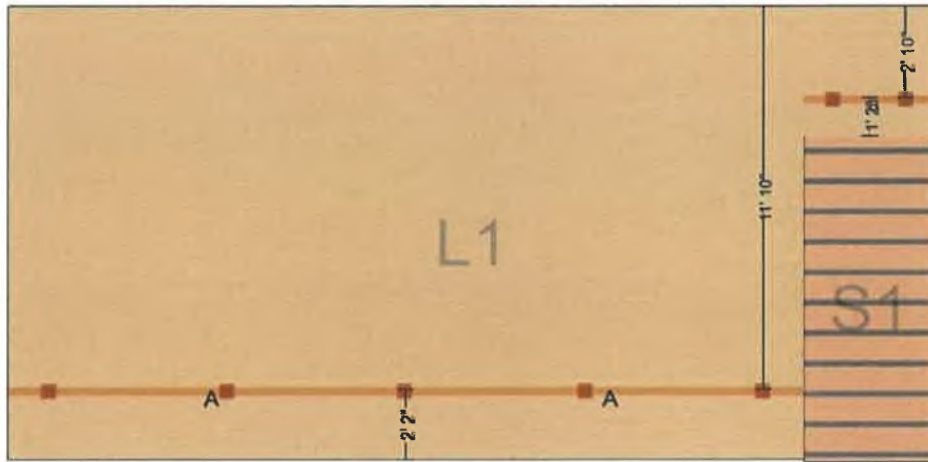
Design ID: 329856905716

Estimate ID: 88318

Estimated Price: \$19,025.33

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

L1 - Beams



2 boards nailed together is 2 ply

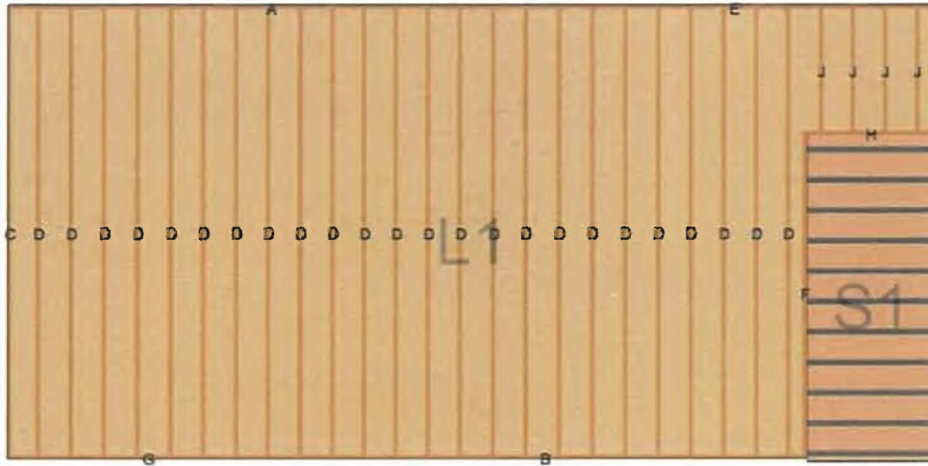
L1 - Lumber: 2 ply - 2 x 8 AC2

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

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

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

L1 - Joists



Lumber: 2 x 12 AC2

Joist Spacing: 12" on center

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

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

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

L1 - Railing Posts

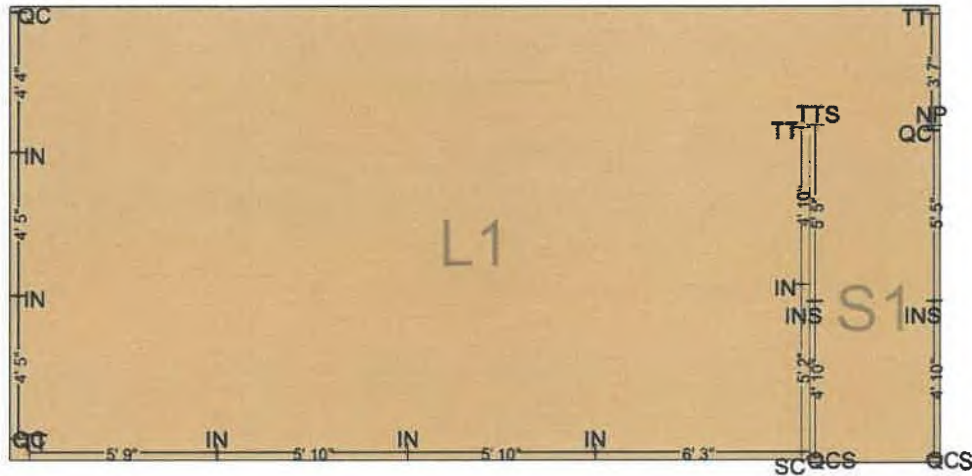


Illustration does not represent all available railing post placement options.
 Railing post dimensions are on center.

L1

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

S1

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

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

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

L1 - Deck Boards and Treads



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

Deck Board

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

Tread

	Length	Count
S1	4' 0"	11

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

Design ID: 329856905716

Estimate ID: 88318

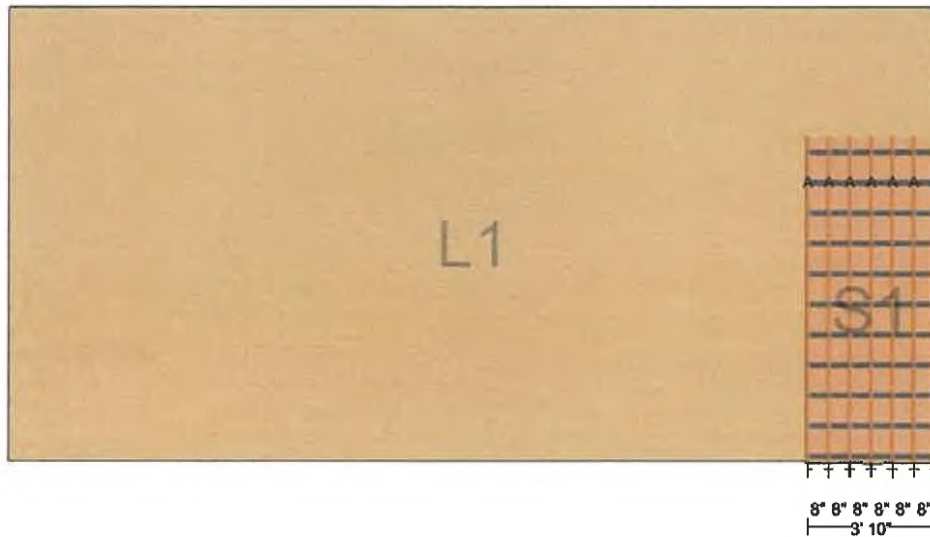
Estimated Price: \$19,025.33

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

MENARDS

Design & Buy™ DECK

L1 - Stair Framing



S1 - Stringer

Label	Length	Count
A	11' 2"	7

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

Design ID: 329856905716

Estimate ID: 88318

Estimated Price: \$19,025.33

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



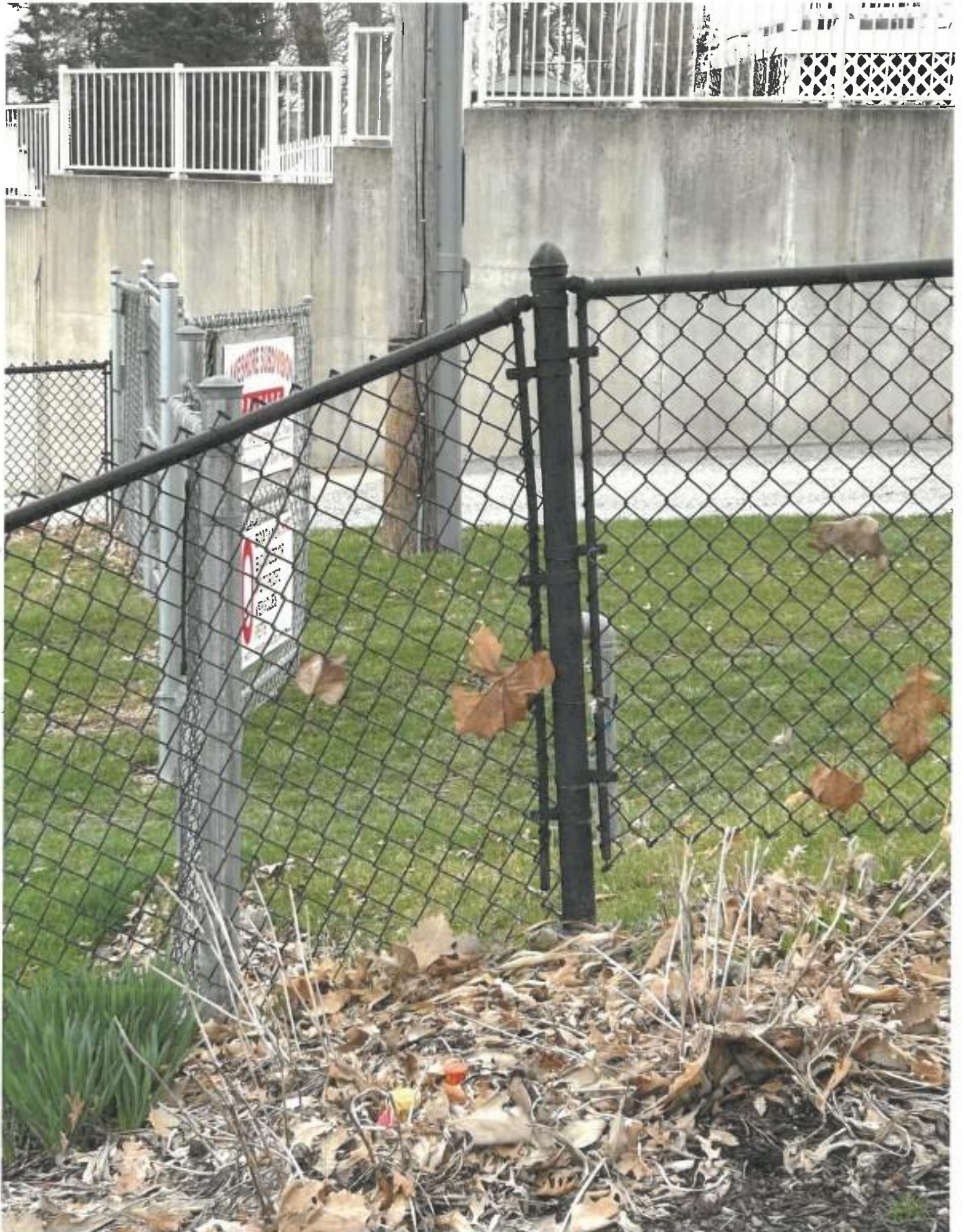
Additional Options

Deck Flashing: No Rolled Joist Flashing

Lattice/Skirting: None

Underdecking: No Underdecking







TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

RESOLUTION NO. 1354

AN ADDITIONAL APPROPRIATION

WHEREAS, it has been determined that it is necessary to appropriate more money than was originally appropriated in the annual budget;

NOW, THEREFORE;

Section 1. BE IT RESOLVED by the Town Council of the Town of Cedar Lake, Lake County, Indiana, that for the expenses of the taxing unit the following additional sums of money are hereby appropriated out of the funds names and for the purposes specified, subject to the laws governing the same:

	AMOUNT REQUESTED	AMOUNT APPROVED BY FISCAL BODY
Fund Name: Cumulative Capital Development Fund		
Major Budget Classification:		
Capital Outlay	\$60,000.00	\$60,000.00
TOTAL for Cumulative Capital Development Fund:	\$60,000.00	\$60,000.00
Fund Name: Community Crossing Grant Fund		
Major Budget Classification:		
Capital Outlays	\$79,459.00	\$79,459.00
TOTAL for Community Crossing Grant Fund:	\$79,459.00	\$79,459.00

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA THIS 18th DAY OF JUNE, 2024.

Robert Carnahan, Ward 1

Julie Rivera, Ward 2

Nick Recupito, Ward 3

Chuck Becker, Ward 4

Greg Parker, Ward 5

Mary Joan Dickson, At-Large

ATTEST:

Richard C Thiel Jr., At-Large

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

June 18, 2024

ALL TOWN FUNDS	\$441,305.92
----------------	--------------

WASTEWATER OPERATING	\$12,425.09
----------------------	-------------

WATER UTILITY	\$49,857.43
---------------	-------------

STORM WATER	\$23,455.31
-------------	-------------

PAYROLL 6/6/24	\$411,061.99
----------------	--------------

MAY REMITTANCES	\$227,752.42
-----------------	--------------

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



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.

Sincerely,



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\L060015 - 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: [Redacted]
City/State/Zip: [Redacted]
Agent of Bidder ([Redacted]

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 attachment.

B [Redacted Signature]

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.
Contractor/Bidder (Firm)



Printed Name and Title

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

My Commission Expires 10/13/31



County of Residence LaPorte



TOWN OF CEDAR LAKE, INDIANA

CEDAR LAKE FIRE DEPARTMENT EMERGENCY VEHICLE PREEMPTION SIGNS PROJECT

QUOTE DATE: MAY 6, 2024

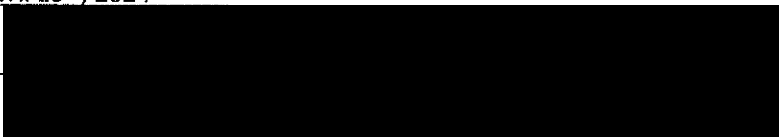
CBBEL Project No. 060015

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 * \$72,061.0

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

Acknowledge Receipt: _____



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



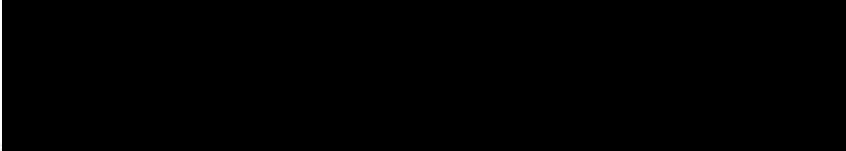
PROJECT NAME: Cedar Lake Fire Department Emergency Vehicle Preemption
Sings Project

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: 

City/State/Zip:

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.

By: 

(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.

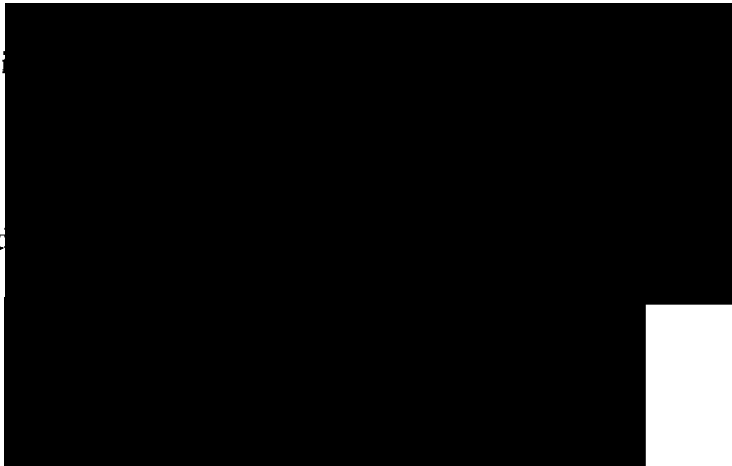
Contractor/Bidder (Firm)



Subscribed and sworn to before me this

My Commission Expires 2-15-25

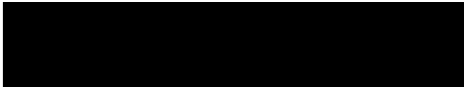
County of Resid





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

Midwestern Electric, LLC



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

(Seal)

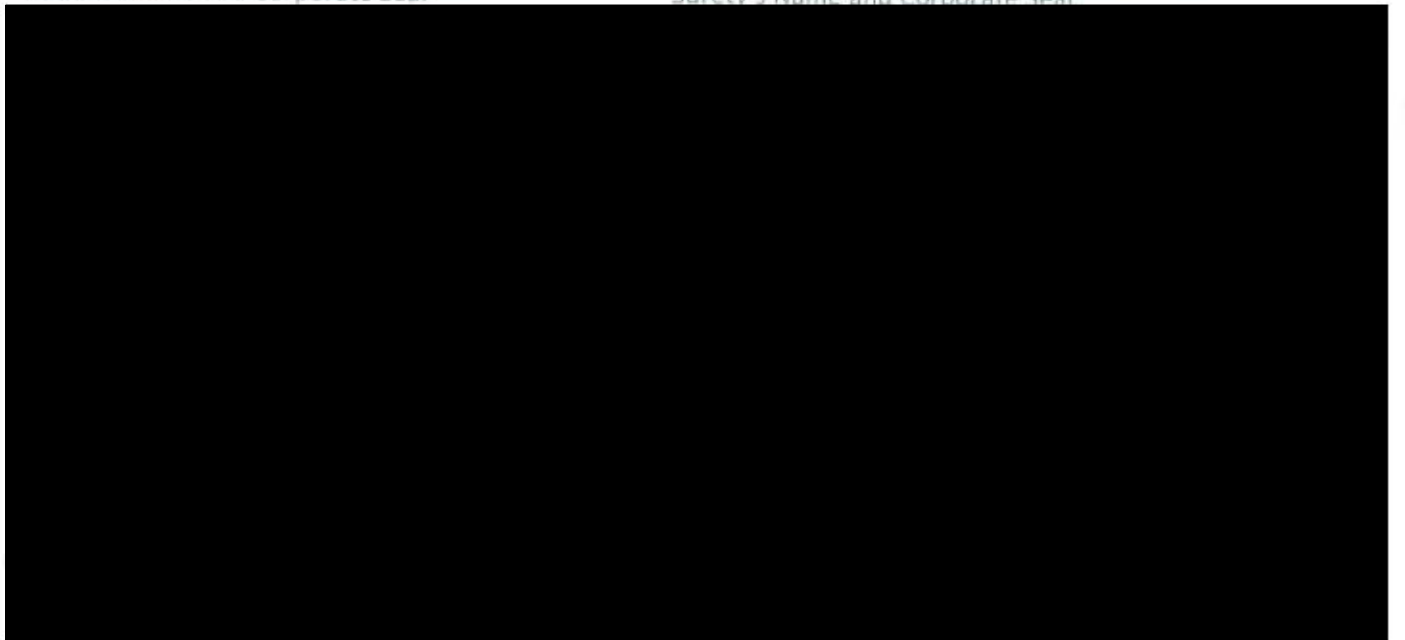
Bidder's Name and Corporate Seal

SURETY

Euler Hermes North America Insurance Company

(Seal)

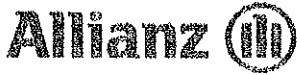
Surety's Name and Corporate Seal



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.



Allianz Trade

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.

Table with 3 columns: NAME, ADDRESS, LIMIT OF POWER. The first row shows a redacted name and address with 'Unlimited' as the limit of power.

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

[Redacted section]

On this 1st day of December, 2023, 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 [Redacted]

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.

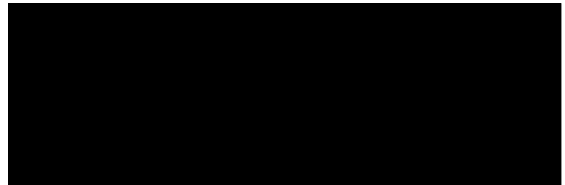
CERTIFICATION

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.

[Redacted signature block]

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.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/27/2024

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

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

PRODUCER [REDACTED]	CONTACT NAME:	[REDACTED]
	PHONE (A/C, No, E):	[REDACTED]
	E-MAIL ADDRESS:	[REDACTED]
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Midwestern Electric, LLC 1620 East Chicago Avenue East Chicago, IN 46312	INSURER A: Travelers	36161
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual, XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			DT-CO-6P489909-PHX-24	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Hired Phy. <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> Dmg.AC.V			810-6P468938-24-26-G	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-6P495302-24-26	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-6P468698-24-26-G IN/IL	03/01/2024	03/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rent Equip			QT-630-ON245275-TIL-24	03/01/2024	03/01/2025	Per Item \$ 200,000
A	Installation Filtr.			QT-630-ON245275-TIL-24	03/01/2024	03/01/2025	Limit \$ 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
CEDAR-1 Town of Cedar Lake 7408 Constitution Avenue Cedar Lake, IN 46303	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. [REDACTED]

TOWN OF CEDAR LAKE, INDIANA

CEDAR LAKE FIRE DEPARTMENT EMERGENCY VEHICLE PREEMPTION SIGNS PROJECT

QUOTE DATE: MAY 6, 2024

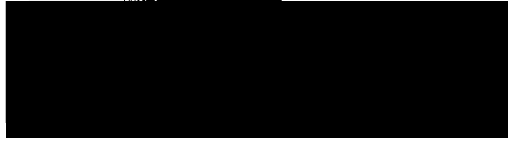
CBBEL Project No. 060015

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:



5/16/2024

Date



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 Bid Bond to be duly executed by an authorized officer, agent, or representative.

*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.

Bond Number: Bid Bond

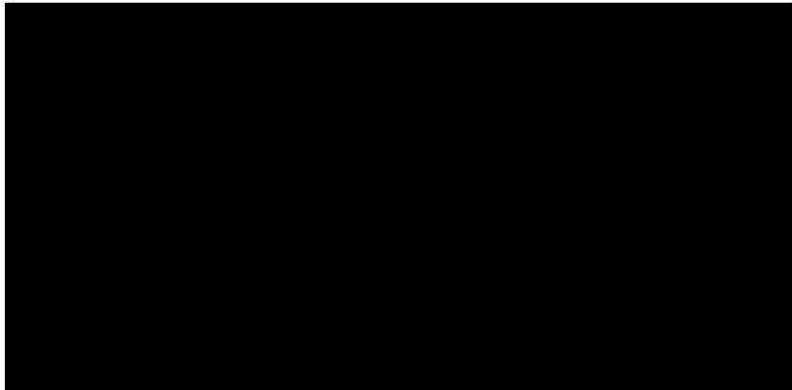
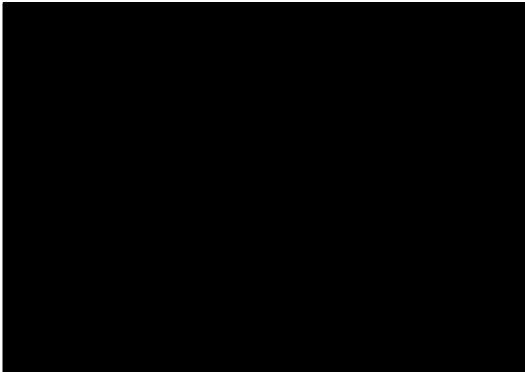
Obligee: Town of Cedar Lake

**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 _____, 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.

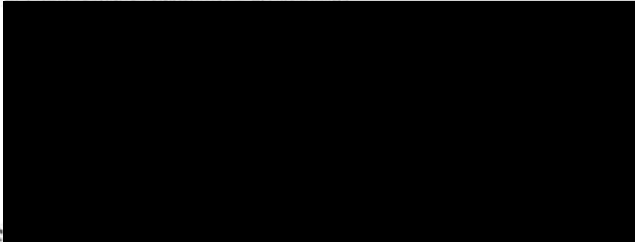
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of October, A.D. 2023.



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 my Official Seal the day and year first above written.



Authenticity of this bond can be confirmed at bondvalidator.zurich.com

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.

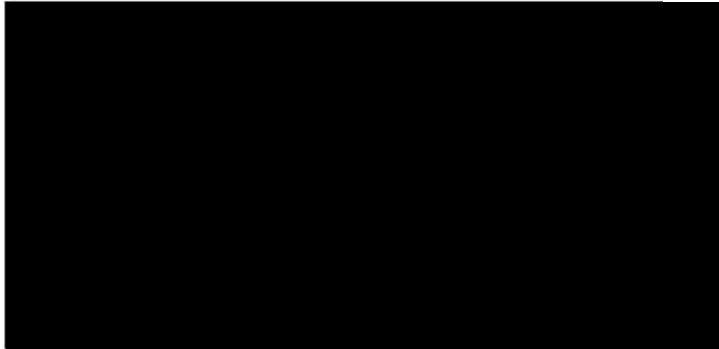
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

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.



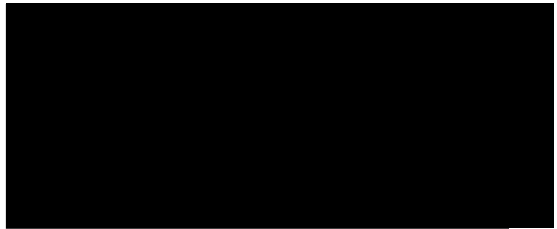
TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

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.



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

This Town of Cedar Lake Firefighter/Emergency Medical Technician (“EMT”)/Paramedic Training Reimbursement Agreement (hereinafter “Agreement”) is made and entered into this 18 day of JUNE, 2024, by and between the TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, by and through its duly appointed Town Council (hereinafter collectively referred to as “Town”) and Connor Reilly (hereinafter referred to as “Applicant”).

RECITALS

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

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

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

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

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

NOW THEREFORE, IT IS AGREED AS FOLLOWS

COVENANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. This Agreement has been approved by the Cedar Lake Town Council by an affirmative vote of ___ in favor and ___ against during duly noticed regular public meeting held on the 18 day of JUNE, 2024, and whereby the Town Fire Chief has been authorized and directed to enter into said Agreement on behalf of the Town

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 18 day of JUNE, 2024,

[SIGNATURES ON FOLLOWING PAGE]

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

APPLICANT

By: _____
Fire Chief (signature)

By: _____
Applicant (signature)

Printed Name

Printed Name

Date Signed

Date Signed

Approved: _____
Town Council President

Date

Approved _____
Town Clerk-Treasurer

Date




Schererville Banking Center
141 West Lincoln Highway
Schererville, Indiana 46375



July 1, 2024

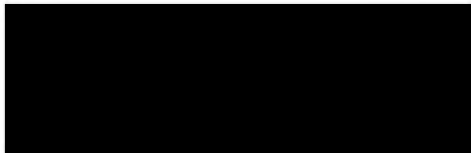
Town of Cedar Lake
Town Council
7408 Constitution Ave.
Cedar Lake, Indiana 46303

Gentlemen:

Peoples Bank, at the request of our applicant, Cedar Lake Storage LLC, has provided its Irrevocable Standby  (it") in your favor, which is attached hereto, in the amount of Seven Thousand Seven Hundred and 00/100 Dollars (\$7,700.00), dated July 1, 2024, in your favor.

This will certify that Ivy McMurtrey, Vice President, Business Banker, is authorized to provide and execute the attached Credit, that the signature appearing on said Credit is authentic, and that the Bank has complied with all banking laws and requirements and other laws in connection with the issuance of such Credit.

Sincerely,



Chief Business Banking Officer

Attachment 

GB/ns



Schererville Banking Center
141 West Lincoln Highway
Schererville, Indiana 46375



IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER'S NAME & ADDRESS:

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

Telephone:
Email: imcmurtrey@ibankpeoples.com

BENEFICIARY:

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

Telephone: 219-374-7400

APPLICANT:

Cedar Lake Storage LLC
9019 W. 133rd Avenue
Cedar Lake, IN 46303

PROPERTY DESCRIPTION:

9019 W. 133rd Avenue
Cedar Lake, IN 46303

Irrevocable Standby Letter of Credit No:



Total Amount: \$7,700.00

Issuance Date: July 1, 2024

Expiration Date: July 1, 2025

Ladies and Gentlemen:

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

\$7,700.00

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

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

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

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

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

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

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

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

Expiration Date. The expiration date of this Credit is July 1, 2025.

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

Sincerely,

PEOPLES BANK

[REDACTED]

By: Ivy McMurtrey
VP, Business Banker

CERTIFICATION

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

SIGNED AND DATED THIS 1st DAY OF JULY, 2024

ISSUER: PEOPLES BANK

Sincerely,



By: Ivy McMurtrey
VP, Business Banker

EXHIBIT A
SIGHT DRAFT FOR IRREVOCABLE STANDBY LETTER OF CREDIT
REGARDING CEDAR LAKE STORAGE LLC

DATE: _____

RE: IRREVOCABLE STANDBY LETTER OF CREDIT No.: 

APPLICANT: Cedar Lake Storage LLC
9019 W. 133rd Avenue
Cedar Lake, IN 46303

ISSUER: Peoples Bank
9204 Columbia Avenue
Munster, Indiana 46321
Attention: Commercial Loan Department
Telephone : 219-853-7500
Email: imcmurtrey@ibankpeoples.com

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

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

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

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

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

TOWN OF CEDAR LAKE

By: _____
Name: _____
Title: _____

EXHIBIT B
LETTER OF CREDIT REDUCTION APPROVAL FOR
CEDAR LAKE STORAGE LLC

DATE: _____

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



Date of Issuance: July 1, 2024
Current Total Amount: \$7,700.00
Current Expiration Date: July 1, 2025

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

APPLICANT: Cedar Lake Storage LLC
9019 W. 133rd Avenue
Cedar Lake, IN 46303

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

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

TOWN ENGINEER: _____

The undersigned hereby approve of and incorporate by reference the calculations stated in the attached "Worksheet for Reduction of Total Amount of the Credit for Cedar Lake Storage LLC. Issuer is hereby authorized to reduce the Current Total Amount of the above-referenced Credit as indicated by the attached Worksheet.

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

Town of Cedar Lake (Beneficiary)

NAME OF TOWN ENGINEER

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Cedar Lake Storage LLC (Applicant)

By: _____
Name: _____
Title: _____



June 7, 2024

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

Attention: Jennifer Sandberg – Clerk-Treasurer

Subject: Stage 2 – Cedar Lake Dredging
Pay Request No. 8
(CBBEL Project No. 220178)

Dear Town Council Members:

Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Pay Request #8 in the amount of \$338,557.35 submitted by Dredge America, Inc. dated March 25, 2024 with remaining documents received June 6, 2024. Based on the completed and observed work to date, CBBEL recommends payment in the following amount:

Total Improvements:	This Estimate	To Date
Value of Work Completed:	\$0.00	\$3,858,073.53
Less Retainage:	\$0.00	\$47,250.00
Balance:	\$0.00	\$3,810,823.53
Less Previous Payments:	n/a	\$3,472,266.18
Amount Due This Payment:	n/a	\$338,557.35

Please find attached copies of Invoice #8 from Dredge America, Inc. and the Pay Estimate #8 Review Report from CBBEL. This amount recommended for payment is the release of project retainage held for pay items #2-#5 only. Retainage for Item #1 will continue to be held until demobilization is complete and a final pay request is received. Dredge America’s partial waiver of lien has been provided for Invoice #7 as well.

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

Sincerely,



Construction Engineer

Encl.: As noted.

cc:



P:\Cedar Lake\220178- SDF Construction Observation\Stage 2 Pay Apps\#8\Cedar Lake Dredge Project CBBEL Pay App Review #8_060724.docx

TOWN OF CEDAR LAKE, IN
CEDAR LAKE DREDGING

CONTRACTOR: Dredge America, In.
DATE: 6/6/2024
ESTIMATE NO. 8
PROJECT: Cedar Lake Dredging
PROJECT #: 220178

CBBEL PAYESTIMATE REPORT

ITEM	DESCRIPTION	CONTRACT QUANTITY	UNIT OF MEASURE	UNIT PRICE	CONTRACT COST	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY TO DATE	PERCENT UTILIZED	CONTRACT AMOUNT TO DATE
1	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 675,000.00	\$ 675,000.00	0.00	\$ -	0.70	70.0%	\$ 472,500.00
2	CONSTRUCTION ENGINEERING	1	LS	\$ 100,000.00	\$ 100,000.00	0.00	\$ -	0.65	64.7%	\$ 64,665.66
3	AS-BUILT SURVEY	1	LS	\$ 100,000.00	\$ 100,000.00	0.00	\$ -	0.25	25.0%	\$ 25,000.00
4	OPERATION, MAINTENANCE, MONITORING, TESTING OF THE SDF	1	LS	\$ 100,000.00	\$ 100,000.00	0.00	\$ -	0.65	64.7%	\$ 64,665.66
5	DREDGING SEDIMENT	439,090	CYS	\$ 11.38	\$ 4,996,844.20	0.00	\$ -	283,940.44	64.7%	\$ 3,231,242.21
TOTAL							\$ -		TOTAL	\$ 3,858,073.53

Awarded Contract Value: \$ 5,975,000.00
Current Contract Value: \$ 5,971,844.20
Current Awarded CO Value: --
Projected Total CO's Value: --

Percent Complete (Awarded): 64.57%
Percent Complete (Current): 64.60%

ORIGINAL CONTRACT \$ 5,975,000.00
TOTAL CHANGE ORDERS \$ (3,155.80)
REVISED CONTRACT \$ 5,971,844.20
COMPLETED TO DATE \$ 3,858,073.53
ITEM #1 COMPLETED TO DATE \$ 472,500.00
RETAINAGE HELD FOR ITEM #1 ONLY 10.00% \$ 47,250.00
TOTAL EARNED LESS RETAINAGE \$ 3,810,823.53
LESS PREVIOUS REQUESTS \$ 3,472,266.18
CURRENT AMOUNT DUE \$ 338,557.35

Dredge America, Inc.

INVOICE

9555 NW Highway N
 Kansas City, MO 64153



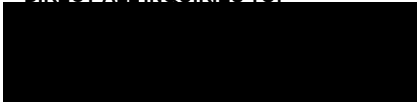
SOLD TO:
 Town of Cedar Lake
 P.O. Box 707
 7408 Constitution Avenue
 Cedar Lake, IN 46303

INVOICE NUMBER [REDACTED]
 INVOICE DATE March 25, 2024
 PURCHASE ORDER NO [REDACTED]
 ORDERED BY [REDACTED]
 TERMS UPON RECEIPT
 DUE DATE March 25, 2024

SHIPPED TO:
 Cedar Lake
 Cedar Lake, IN 46303

ITEM NO	DESCRIPTION OF WORK	CURRENT QUANTITY	UNIT PRICE	WORK COMPLETED PREVIOUS APPLICATION	WORK COMPLETED CURRENT APPLICATION
Dredging Improvements to Cedar Lake, Lake County, IN					
1	Mobilization/Demobilization	0.00	\$ 675,000.00	\$ 472,500.00	\$ -
2	Construction Engineering	0.00	\$ 100,000.00	\$ 64,665.66	\$ -
3	As-Built Survey	0.00	\$ 100,000.00	\$ 25,000.00	\$ -
4	Operation, Maintenance, Monitoring & Testing of the SDF	0.00	\$ 100,000.00	\$ 64,665.66	\$ -
5	Dredging Sediment	0.00	\$ 11.38	\$ 3,231,242.21	\$ -
Totals				\$ 3,858,073.53	
SUBTOTAL					\$ -
RETAINAGE					338,557.35
SALES TAX					0.00
					\$338,557.35
					PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:



ELECTRONIC PAYMENT INSTRUCTIONS:



THANK YOU FOR YOUR BUSINESS!

SCHEDULE OF VALUES



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

APPLICATION NO.: 8
APPLICATION DATE: 03/22/24
INVOICE NO.: 8

ITEM NO.	DESCRIPTION OF WORK	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	% COMPLETED*	BALANCE TO FINISH	Retainage Total 10%
						FROM PREVIOUS APPLICATIONS	YARDS FROM PREVIOUS APPLICATIONS					
BASE CONTRACT PRICES												
Phase 1												
1	Mobilization/Demobilization	LS	1	\$ 675,000.00	\$ 675,000.00	\$ 472,500.00		\$ -	\$ 472,500.00	70%	\$ 202,500.00	\$ 47,250.00
2	Construction Engineering	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 64,665.66		\$ -	\$ 64,665.66	64.67%	\$ 35,334.34	\$ -
3	As-Built Survey	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 25,000.00		\$ -	\$ 25,000.00	25%	\$ 75,000.00	\$ -
4	Operation, Maintenance, Monitoring, & Testing Of The SDF	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 64,665.66		\$ -	\$ 64,665.66	64.67%	\$ 35,334.34	\$ -
5	Dredging Sediment	CYS	439,090	\$ 11.38	\$ 4,996,844.20	\$ 3,231,242.20	283,940.44	0.00	\$ 3,231,242.20	64.67%	\$ 1,765,602.00	\$ -
	TOTAL THIS APPLICATION				\$ 5,971,844.20	\$ 3,858,073.52		\$ 338,557.35	\$ 3,858,073.52	64.60%	\$ 2,113,770.68	\$ 47,250.00

TOTAL PAYMENT DUE \$ 338,557.35

RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

Dated: 06/06/2024

The undersigned hereby acknowledges receipt of the sum of \$ 301,856.30.

CHECK ONLY ONE:


- 1) As partial payment for labor, skill, and material furnished;
- 2) As payment for all labor, skill, and material furnished or to be furnished (except the sum of \$ 33,539.59 to be held as retainage or holdback of payment).
- 3) As full and final payment for all labor, skill, and material furnished to be furnished to the following described real property:


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

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

Subcontract Name	Amount Outstanding	Scope of Work

Company: Dredge America, Inc.

Signed: 

Name: 

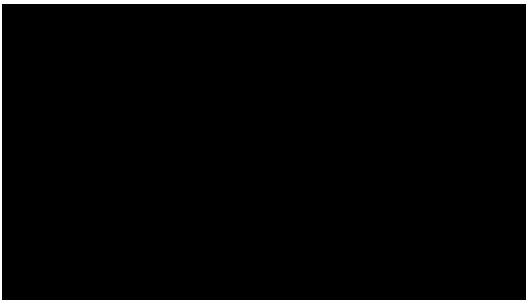
Its: CFO

Date: 06/06/2024

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

Please return this lien waiver to:


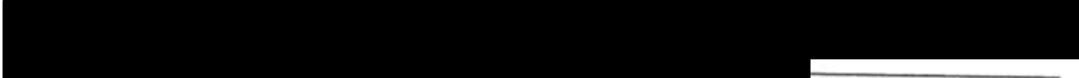
Donald Oliphant - Christopher B. Burke Engineering, Ltd.



TOWN OF CEDAR LAKE
 Lake County, Indiana
Fireworks Usage
Special Permit Application

Per Ordinance No. 1007, the owner, occupant, or agent of an organization, business or group that uses any type of fireworks or pyrotechnic special effects materials used indoor or outdoor, shall apply for a Special Permit issued by the Town Council at least fourteen (14) calendar days prior to the use of the fireworks or pyrotechnical devices. The Permit must be made available upon request of the Fire Chief or his designee. A \$100.00 fee is to be paid at the time this application is submitted.

Group, Organization, Business or Individual Scheduling/Promoting the Fireworks Production/Display:

Name: NORTH POINT PIROS Phone: 
 Address: 

Group, Organization, Business or Individual Scheduling/Promoting the Fireworks Production/Display:
 Name: 
 Address: 

Please Describe the Qualifications: STATE LICENSED PERMIT
FW501351

Detailed Location Where the Display Shall Take Place: NORTH END OF LAKE
2-3000S SOUTH OF NORTH SHORE

Date of Fireworks Display: 06 JUL 2024

Beginning Time: 0800 / 10PM Estimated Ending Time: 0300 / 11 PM

Estimated Number of Fireworks/Pyrotechnical Devices Being Used: 800-900 MORTARS

A copy of a valid Certificate of insurance conditioned for damages and/or injury to persons or property for said event in the amount of not less than \$1,000,000 shall be attached to and submitted with each application for and shall become part of the Special Permit.

For Office Use Only _____

Approved by Town Council: _____ Date: _____ Signature: _____





Chief of Police



Town Manager



Fire

TOWN OF CEDAR LAKE SPECIAL EVENT PERMIT APPLICATION

Please Complete All Information and Check All Items That Apply

Sponsor's Name NORTH POINT PIROS Date 26 APRIL 21

Sponsor's Address

Person in Charge

Business Telephone

E-Mail Contact

Type of Event FIREWORKS SHOW Date(s) of Event 06 JUL 24

Location of Event NORTH END OF LAKE 2-3000S SOUTH OF STATELINE

Specific Hours of Event APPRX. 2200 HRS (10PM)

Outdoor Music: Yes No If yes: DJ Live Other _____

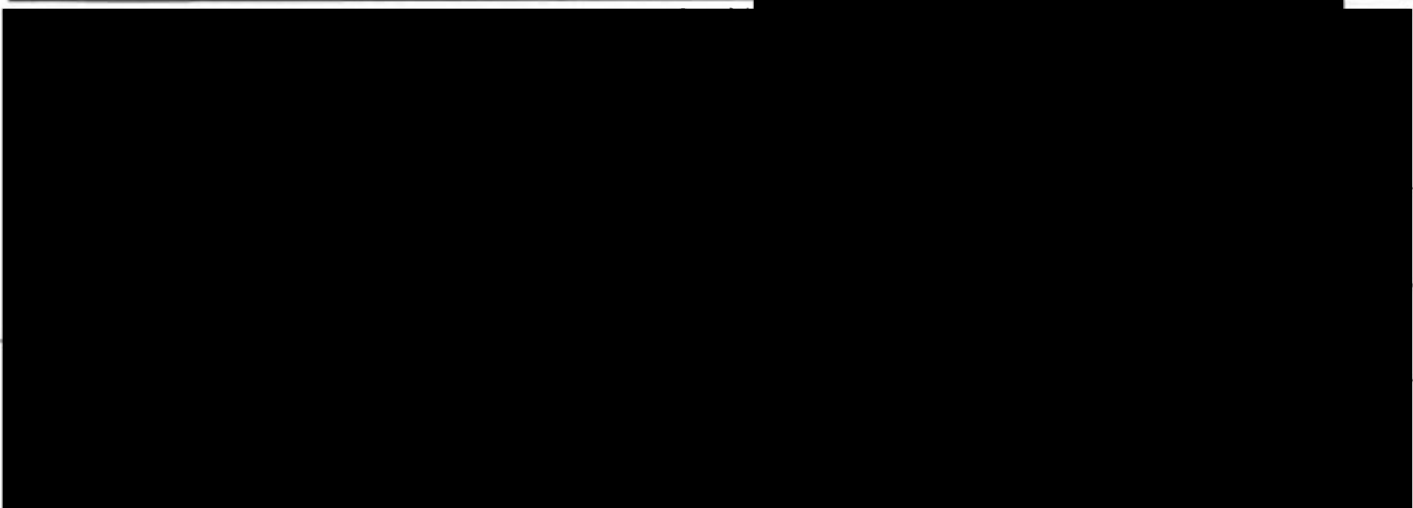
*Alcoholic Beverages: None Beer Wine Other _____

*Fireworks: Yes No (An additional Fireworks Permit is required from both the State and Town)

Requirements:

- *Indiana State Permits for Alcohol and Fireworks must be submitted with your Permit Application
- Attach a copy your certificate/proof of insurance and parking plan for review
- Schedule required meeting with the Town Manager Date: _____ Time: _____

I acknowledge that I have received and read the attached copy of Ordinance No. 1478, the Special Events Permit Ordinance, as may be amended from time to time, and agree to all the terms set forth in same.



INDIANA HOMELAND SECURITY



Fireworks Display Permit

STATE/PERMIT #
FW501351

Operator of Display



ISSUED
7/6/2024

Location of Display
cedar lake

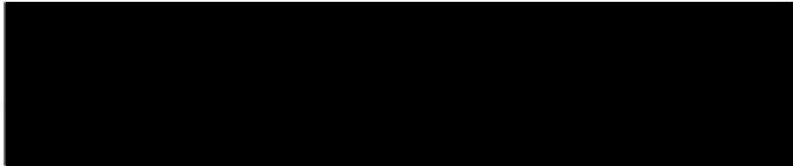


Date of Display
7/6/2024

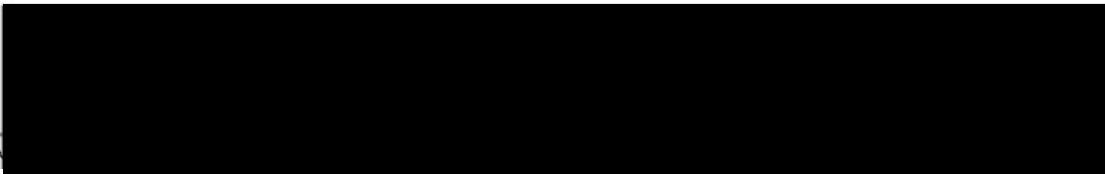
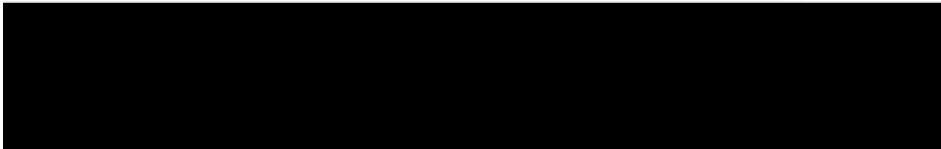
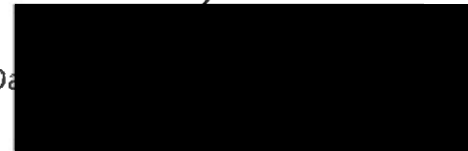
Backup Date
7/5/2024

Pursuant to IC 22-11-14-2(c), the fire chief of the jurisdiction in which the display is to be held shall review this permit and supporting documentation and perform a site inspection prior to approving the display. This permit is NOT effective until it is approved and signed by the fire chief of the jurisdiction in which the display is to be held.

APPROVED:



Date






CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/06/2024

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

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

PRODUCER  Aron M Schuhrke Insurance Agency Inc State Farm 7515 Lake Shore Dr Cedar Lake IN 46303	CONTACT NAME: PHONE: (A/C, No, E) E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A : State Farm Fire and Casualty Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$		
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			14-EY-G011-2	12/29/2023	12/29/2024	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$	Y
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> Y/N <input type="checkbox"/> N/A	PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
L	Homeowners Personal Liability			14-EY-G007-4	12/19/2023	12/19/2024		EACH OCCURRENCE 100000	

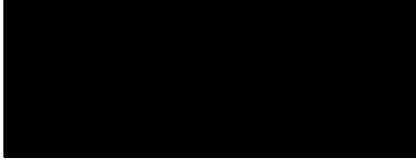
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder below is listed as Additional Insured
2024 Fourth of July Fireworks Display held at Insured's residence

CERTIFICATE HOLDER **CANCELLATION**

Town of Cedar Lake 7408 Constitution Ave Cedar Lake, IN 46303	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH
---	---

PROGRESSIVE UMBRELLA
PO BOX 94567
CLEVELAND, OH 44101



833-580-0456
PROGRESSIVE UMBRELLA
Contact your agent for personalized service.

800-925-2886
To report a claim.

Personal Umbrella Insurance Coverage Summary

This is your Renewal Declarations Page

The coverages, limits and policy period shown apply only if you pay for this policy to renew.

Your coverage begins on November 16, 2023 at 12:01 a.m. This policy expires on November 16, 2024 at 12:01 a.m.

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy contract is form 9639 (03/06). The contract is modified by forms Z317 (03/06), Z322 (03/06), Z318 (03/06), Z320 (03/06), Z321 (03/06), Z319 (03/06), Z746 (02/09), and 9869U IN (02/08).

Outline of coverage

General policy coverage	Limits	Self insured retention	Premium
Personal Umbrella Liability to Others	\$1,000,000 per occurrence	\$250	\$1,095
Total 12 month policy premium			\$1,095

Requirement of underlying insurance

By accepting the terms of this policy, you agree to maintain the minimum required underlying liability limits as stated in the following section for all scheduled vehicles, scheduled watercraft and scheduled premises. Your failure to do so will cause you to be liable for payment of such limits.

Type of policy	Minimum required underlying liability limits
Comprehensive personal liability	\$300,000 combined single limit
Vehicle liability	\$250,000/\$500,000 split limits or \$300,000 combined single limit
Watercraft liability	\$250,000/\$500,000 split limits or \$300,000 combined single limit

Homeowners Declaration Page

[Redacted]

Total Policy Premium: \$5,788
[Redacted]

Agent:
Progressive Sales
P.O. Box 23039
Saint Petersburg, FL 33742

Agent Code: 435324
For Policy Service, Call: (866)487-2643
To File a Claim, Call: (866) 274-5677

Effective Date of This Transaction: 7/1/2024

Activity of This Transaction: Renewal

Policy Period: From: 07/01/2024 To: 07/01/2025
(At 12:01 AM Standard Time at the residence premises)

Residence Premises:
[Redacted]

Plan Type: HOH

Coverage at the residence premises is provided only where a limit of liability is shown or a premium is stated.

Coverages and Limits of Liability		Limit	Premium
SECTION I:	A. Dwelling Coverage	\$787,000	3855.76
	B. Other Structures	\$15,740	Included
	C. Personal Property	\$196,750	-313.39
	D. Loss of Use	\$78,700	-128.61
SECTION II:	E. Personal Liability - Each Occurrence	\$300,000	60.00
	F. Medical Payments to Others - Each Person	\$5,000	10.00
OTHER COVERAGES AND ENDORSEMENTS: (Printed on the following page)			
DEDUCTIBLE:	All Other Perils:	\$1000	
	Wind & Hail:	\$1000	

Special Messages: OTHER COVERAGES, LIMITS AND EXCLUSIONS APPLY - REFER TO YOUR POLICY FOR DETAILS
THIS POLICY DOES NOT INCLUDE COVERAGE FOR FLOOD LOSSES.
A MINIMUM EARNED PREMIUM OF \$50 APPLIES TO ALL POLICIES REGARDLESS OF HOW LONG THE POLICY IS IN FORCE. THIS IS NOT REFUNDED WHEN THE POLICY IS CANCELLED.

Mortgagee:

[Redacted]

2nd Mortgagee

3rd Mortgagee

[Redacted]

Other Coverages and Endorsements:		Form Number	Limit	Premium
Homeowners Protection Policy		ASI HOH IN 03 22		
Coverage Explanation for Home Day Care Business		ASI HO NHDB 02 19		
Progressive Home & Auto Bundle Package		ASI HO PHAA 01 21		
Secondary/Seasonal Home Endorsement		ASI HO SSH 12 16		
PC / Construction Factor				1768.65
Household Factor				-444.46
Number of Residents				-4.66
Paid in Full Discount				-817.23
Occupancy				503.53
Tier Factor Premium				-814.71
Package Policy Discount				-508.15
Claims Free Discount				-191.28
Roof Material				633.69
Fire Protection		ASI HO PAFS 06 15		-19.86
Burglar Protection		ASI HO PAFS 06 15		-26.49
Umbrella Discount				-76.61
Updated Home				-8.11
Age of Dwelling				1925.57
All Other Perils Deductible			1000	-29.71
Wind/Hail Deductible			1000	-135.44
Square Footage				556.87
Total Water Peril Premium				360.97
Rate Modification Factor			-6	-382.00
E-Policy (Paperless)				-10.00
Fixed Base Premium				95.00
Number of Stories				-71.29
Ordinance or Law			78700	Included
Scheduled Items:				
Category	Description of Property		Value	Premium

Additional Insured:

Additional Interest:

Interest:

Interest:

Rating Information:

Construction Type:	Frame	Total Square Feet:	3,068
Type of Residence:	Single Family	ASI Territory:	172
Year Built:	2006	County:	LAKE
Roof Year:	2006		

Special Conditions:

PLEASE READ YOUR POLICY DOCUMENTS CAREFULLY AS SPECIAL CONDITIONS AND EXCLUSIONS APPLY.
THESE INCLUDE, AMONG OTHERS:

1. LIMITED LIABILITY COVERAGE FOR WATERCRAFT AND RECREATIONAL VEHICLES
2. NO LIABILITY COVERAGE FOR EXCLUDED ANIMALS

Notes:

DISBURSEMENT OF FUNDS
FROM 2022A CONSTRUCTION FUND [REDACTED]

Requisition No. 14

Pursuant to the Trust Indenture dated as of December 1, 2022 (the "Indenture"), between the Town of Cedar Lake Building Corporation and Regions Bank, as trustee (the "Trustee"), the undersigned requests the Trustee to pay the expenses listed on Exhibit A attached hereto in the aggregate sum of **\$488,179.24** out of moneys deposited in the 2022A Construction Fund of the Town of Cedar Lake 2022 Construction Fund under the Indenture. The undersigned, in connection with the foregoing request, hereby certifies that:

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

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

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

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

Dated this ____ day of _____, 20__.

AUTHORIZED REPRESENTATIVE
UNDER THE INDENTURE

TOWN OF CEDAR LAKE, INDIANA

Clerk-Treasurer

EXHIBIT A

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
GM Development Companies LLC 8561 N County Rd 175 E Springport, IN 47386	Design/Construction Contract Draw #11, 06/01/2024	\$488,179.24
Total:		\$488,179.24



June 10, 2024

Town of Cedar Lake

Attn: [Redacted]

PROJECT: Cedar Lake Public Safety Complex—Police Headquarters
GM Development, Disbursement Request 06/01/2024

Dear [Redacted]

Pursuant to the BOT Agreement (Police Department Headquarters Project) executed by and between the Town of Cedar Lake (the Town) and GM Development Companies (the Developer), and dated December 22, 2022, the Developer has submitted Disbursement Request 06/01/2024 in the amount of **\$488,179.24**. This amount is to be drawn from the bond proceeds: **\$488,179.24 from bond proceeds**.

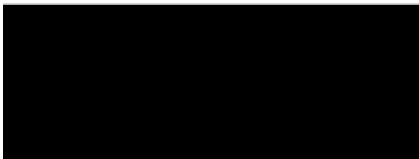
Per Schedule 1 of the Disbursement Request, please note that the principal payee for this disbursement is "GM Development Companies LLC" in the amount of \$488,179.24.

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

Comments:

1. The invoiced amounts generally agree with progress in the field. Sizeable items billed in this application include, Technology/IT/AV/Telecom, Steel Fabrication and Erection, Rainscreen Panel System, Millwork, Aluminum, Glass, Glazing, Metal Studs & Drywall, Flooring, Painting, HVAC, and Electrical. Percentages billed are appropriate at this time.
2. The following items are billed to completion, which is acceptable at this time: Storm Sewer, Rough Carpentry, Roofing, Architectural Millwork – Supply, FRP/Resin/Protection Panels.
3. Winter Conditions Allowance is billed to 63%, which seems appropriate.
4. General Conditions, Construction Management, and Overhead and Profit are billed to 82%, 84%, and 79%, respectively. These amounts seem appropriate at this time and reasonably correspond to overall total project billing of 79.5%.
5. As this disbursement request only applies to the Police Headquarters, 100% (**488,179.24**) shall be allocated to the Police project.
6. Developer's lien waiver has been submitted and is included below.

For your reference I have enclosed the Developer's Disbursement Request-06/01/2024. Please contact me with any questions or comments you may have.



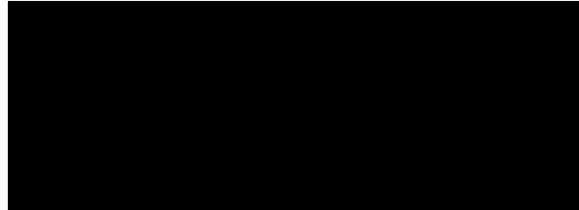
Lance Shedecker
Veridus Group

Disbursement Request

The undersigned hereby states and certifies that:

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

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



Date:6/1/2024

Schedule 1

PROJECT FUND DISBURSEMENTS

<u>Item Number</u>	<u>Payee Name and Address</u>	<u>Purpose of Obligation</u>	<u>Amount</u>
1	GM Development Companies LLC 8561 N County Rd 175 E Springport, IN 47386	Construction/Design	\$488,179.24

Cedar Lake Fire Dept HQ and Police Dept HQ

Request for Payment

To: Town of Cedar Lake, Indiana

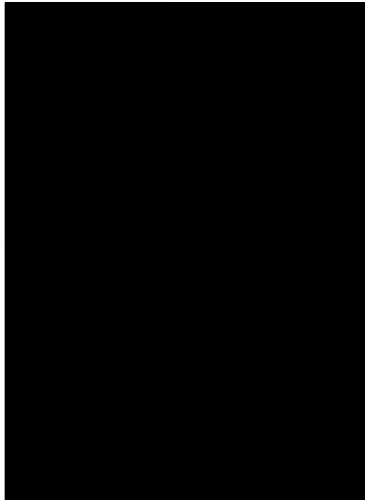
From: GM Development Companies LLC
8561 N 375 E., Springport, IN 47386

Date: 6/7/2024

Original Contract Amount:	\$15,575,000.00
Approved Charges:	\$0.00
Revised Contract Amount:	\$15,575,000.00
Contract Completed to Date:	\$12,292,813.92
Less Previous Requests:	-\$10,932,547.53
Current Request for Payment:	\$1,360,266.39
Current Billing:	\$3,782,186.08
Remaining Contract to Bill:	\$1,360,266.39

Check Number with SOV: \$ 3,782,186.08

The undersigned certifies that this Request for Payment is for work for which previous Request



Cedar Lake Fire Dept HQ and Police Dept HQ

Schedule of Values

Item #	Description of Expense	Budget	Preconstruction Draws	Draw 1	Draw 2	Draw 3	Draw 4	Draw 5	Draw 6	Draw 7	Draw 8	Draw 9	Draw 10	Draw 11	Draw 12	Total Paid to Date	Total Remaining	% Complete
Police Department HQ																		
15	Design Fees (K2M)	\$ 451,566.59	\$ 323,516.06	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 404,478.26	\$ 47,088.33	89.57%
25	Design Reimbursables (K2M)	\$ 1,480.00	\$ 1,244.25				\$ 35.78									\$ 1,280.03	\$ 599.97	68.09%
35	Town Contingency	\$ 62,500.00														\$ -	\$ 62,500.00	0.00%
45	Permits/Utilities/Misc	\$ 5,363.96		\$ 5,363.96												\$ 5,363.96	\$ -	100.00%
55	Exterior Signage	\$ 7,520.00														\$ -	\$ 7,520.00	0.00%
65	Technology/IT/AV/Telecom	\$ 110,938.80												\$ 15,732.31		\$ 15,732.31	\$ 95,206.49	14.18%
75	FF&E	\$ 160,735.15														\$ -	\$ 160,735.15	0.00%
76	Evidence Storage (Air Science)	\$ 5,193.85						\$ 5,193.85								\$ 5,193.85	\$ -	100.00%
90	Site Demolition and Earthwork	\$ 204,209.26		\$ 92,333.04	\$ 65,020.21	\$ 11,728.20	\$ 15,292.56	\$ 12,503.00		\$ 2,138.40						\$ 199,015.41	\$ 5,193.85	97.46%
100	Asphalt Paving	\$ 74,241.58					\$ 1,759.47									\$ 1,759.47	\$ 72,482.11	2.37%
110	Storm Sewer	\$ 52,792.28		\$ 24,089.12		\$ 23,756.53	\$ 2,623.78							\$ 2,322.85		\$ 52,792.28	\$ -	100.00%
120	Site Utilities	\$ 78,537.00		\$ 17,168.98		\$ 30,811.99	\$ 25,700.89							\$ 1,422.39		\$ 74,604.25	\$ 3,932.75	94.99%
130	Reserved for Future Use	\$ -														\$ -	\$ -	#DIV/0!
140	Lime Stabilization/Unsuitable Soil Removal Allowance	\$ 51,220.56					\$ 25,357.44	\$ 12,740.76		\$ 1,415.64			\$ 3,861.52			\$ 43,735.36	\$ 7,845.30	84.68%
150	Surveying/Staking	\$ 8,666.80		\$ 1,203.20		\$ 3,749.92		\$ 703.87								\$ 5,656.99	\$ 3,009.81	65.27%
160	Landscaping	\$ 18,102.90					\$ 1,880.00									\$ 1,880.00	\$ 16,222.90	10.39%
170	Fencing and Gates	\$ 6,016.00														\$ -	\$ 6,016.00	0.00%
180	Site Concrete	\$ 159,134.86			\$ 7,086.03								\$ 22,807.33			\$ 29,893.36	\$ 129,241.50	18.78%
190	Retaining Walls	\$ 70,030.00			\$ 70,030.00											\$ 70,030.00	\$ -	100.00%
200	Site Furnishings	\$ 478.27											\$ 170.70			\$ 170.70	\$ 307.57	35.69%
210	Site Signage and Striping	\$ 1,658.01														\$ -	\$ 1,658.01	0.00%
220	Brick Pavers	\$ 1,613.77														\$ -	\$ 1,613.77	0.00%
230	Building Concrete	\$ 170,685.95		\$ 72,938.34				\$ 27,914.11	\$ 27,914.11				\$ 41,919.39			\$ 170,685.95	\$ -	100.00%
240	Structural Masonry	\$ 144,309.55				\$ 81,456.99	\$ 50,832.26	\$ 5,672.36				\$ 940.00	\$ 5,407.94			\$ 144,309.55	\$ -	100.00%
250	Steel Fabrication and Erection	\$ 241,081.53				\$ 92,730.80		\$ 102,503.00	\$ 12,917.75							\$ 224,806.31	\$ 16,275.22	93.25%
260	Rough Carpentry	\$ 21,730.29						\$ 1,309.82	\$ 4,128.75	\$ 1,912.71						\$ 4,609.38	\$ 9,775.63	(0.00)
270	Damproofing/Waterproofing/Air Barrier	\$ 25,432.11														\$ 13,465.05	\$ 11,967.06	55.33%
280	Roofing	\$ 139,941.59						\$ 40,717.81	\$ 1,637.36	\$ 47,712.43	\$ 29,072.65	\$ 14,509.07	\$ 5,312.67	\$ 979.60		\$ 139,941.59	\$ 0.00	100.00%
290	Rainscreen Exterior Panel System	\$ 82,939.96														\$ 3,892.73	\$ 18,332.61	50.85%
300	Aluminum, Glass, Glazing	\$ 68,743.23						\$ 9,249.60	\$ 451.20	\$ 31,305.69	\$ 2,421.50	\$ 6,704.50	\$ 9,272.22			\$ 59,404.71	\$ 9,338.52	86.42%
310	Masonry Veneer	\$ 146,620.23						\$ 49,730.94	\$ 26,498.93	\$ 22,162.09	\$ 28,573.23	\$ 19,655.04				\$ 146,620.23	\$ -	100.00%
320	Roof Specialties and Accessories	\$ 3,587.04														\$ 3,587.04	\$ -	100.00%
330	Carpentry Installation	\$ 49,458.51							\$ 4,945.85	\$ 2,803.08		\$ 12,151.94		\$ 22,021.12		\$ 41,921.99	\$ 7,536.52	84.76%
340	Architectural Millwork - Supply	\$ 33,708.21					\$ 3,314.27					\$ 860.43	\$ 11,072.85	\$ 18,460.66		\$ 33,708.21	\$ 0.00	100.00%
350	HM Frames, W/D/HM Doors and Hardware - Supply	\$ 46,990.66				\$ 5,434.19		\$ 5,281.92	\$ 19,388.70	\$ 4,541.81	\$ 2,154.84	\$ 9,889.20				\$ 46,990.66	\$ -	100.00%
360	Access Doors and Frames - Supply	\$ 1,514.53										\$ 144.20				\$ 144.20	\$ 1,370.33	9.52%
370	Metal Studs/Drywall/Insulation/Cladding Package	\$ 204,352.87						\$ 17,036.43	\$ 26,314.06	\$ 32,683.05	\$ 37,883.13	\$ 30,602.26	\$ 35,960.26	\$ 20,746.53		\$ 201,225.72	\$ 3,127.15	98.47%
380	FRP/Resin/Protection Panels	\$ 378.85														\$ 159.44	\$ 159.41	42.34%
390	Flooring	\$ 63,350.31										\$ 8,528.29	\$ 24,850.64	\$ 18,576.19		\$ 31,885.12	\$ 11,395.19	82.01%
400	Painting	\$ 38,945.29														\$ 6,604.25	\$ 32,341.04	17.18%
410	Signage Package - Supply	\$ 25,137.56		\$ 6,604.25						\$ 3,175.65	\$ 5,310.53	\$ 10,016.73	\$ 12,183.79			\$ 30,686.70	\$ 8,258.59	78.79%
420	Toilet Partitions - Supply	\$ 2,391.36														\$ 2,391.36	\$ -	100.00%
430	Toilet Accessories - Supply	\$ 1,053.00														\$ 1,053.00	\$ -	100.00%
440	Wall Protection and Corner Guards - Supply	\$ 647.66														\$ -	\$ 647.66	0.00%
450	Fire Extinguishers and Cabinets - Supply	\$ 807.08														\$ -	\$ 807.08	0.00%
460	Window Shades and Curtains	\$ 3,938.57														\$ -	\$ 3,938.57	0.00%
470	Flagpoles	\$ 8,967.60														\$ -	\$ 8,967.60	0.00%
480	Roof Fall Protection System	\$ 2,391.36								\$ 2,391.36						\$ 2,391.36	\$ -	100.00%
490	Reserved for Future Use	\$ -											\$ 6,725.70			\$ 6,725.70	\$ 2,241.90	75.00%
500	Fire Sprinkler/Suppression Systems	\$ 64,149.83														\$ 2,391.36	\$ -	100.00%
510	Plumbing Systems	\$ 198,561.00					\$ 4,098.78	\$ 38,118.54	\$ 10,306.35	\$ 5,301.30		\$ 3,046.23				\$ 60,871.20	\$ 3,278.63	94.89%
520	HVAC Systems	\$ 421,669.21		\$ 2,155.46	\$ 63,974.06	\$ 15,389.99	\$ 15,648.64	\$ 32,306.13	\$ 12,731.22	\$ 18,360.23	\$ 23,006.98	\$ 3,682.78	\$ 9,943.36			\$ 197,198.85	\$ 1,362.15	99.31%
530	Electrical Systems	\$ 511,515.83		\$ 2,774.74	\$ 4,911.85	\$ 31,037.51	\$ 35,360.26	\$ 57,560.43	\$ 37,389.10	\$ 13,308.13	\$ 45,889.25	\$ 50,839.37	\$ 32,091.94	\$ 134,897.76		\$ 445,860.74	\$ 65,655.09	87.16%
540	Construction Testing	\$ 12,408.00		\$ 1,796.00			\$ 7,223.56					\$ 2,503.56				\$ 11,523.12	\$ 884.88	92.87%
550	Alternates	\$ -														\$ -	\$ -	#DIV/0!
560	Allowance #1 - Winter Conditions	\$ 28,200.00						\$ 1,282.54	\$ 3,277.95	\$ 2,809.09	\$ 4,393.56	\$ 5,354.99	\$ 726.31			\$ 17,844.45	\$ 10,355.55	63.28%
570	Allowance #2 - Sanitary and Water Tap Fees	\$ 51,268.00		\$ 51,268.00												\$ 51,268.00	\$ -	100.00%
580	General Conditions/General Requirements	\$ 375,340.84		\$ 52,245.22	\$ 30,681.18	\$ 9,584.06	\$ 17,242.00	\$ 24,162.60	\$ 31,180.60	\$ 22,203.82	\$ 21,361.10	\$ 27,846.37	\$ 35,650.68	\$ 36,663.74		\$ 308,825.37	\$ 66,515.47	82.28%
590	Insurance and Bond	\$ 143,600.04		\$ 143,600.04												\$ 143,600.04	\$ -	100.00%
600	Construction Management/Direct Labor	\$ 240,614.41		\$ 19,876.95	\$ 14,041.84	\$ 11,703.62	\$ 16,415.05	\$ 25,284.60	\$ 22,902.45	\$ 12,069.38	\$ 16,385.19	\$ 18,785.04	\$ 21,232.69	\$ 24,135.43		\$ 202,787.04	\$ 37,827.37	84.28%
610	Retainage	\$ -		\$ (10,624.29)	\$ (13,873.47)	\$ (6,695.08)	\$ (16,007.76)	\$ (20,508.37)	\$ (21,472.95)	\$ (11,116.38)	\$ (16,500.66)	\$ (15,916.42)	\$ (17,743.52)	\$ (23,370.04)		\$ (173,636.94)	\$ 173,636.94	#DIV/0!
625	Overhead and Profit	\$ 216,162.69		\$ 18,763.36	\$ 12,319.51	\$ 12,381.75	\$ 14,422.68	\$ 18,566.41	\$ 19,346.69	\$ 10,015.63	\$ 13,700.37	\$ 12,993.08	\$ 16,122.80	\$ 21,056.01		\$ 169,688.29	\$ 46,474.40	78.50%
635	Owner's Representative (Veridus)	\$ 30,401.99	\$ 11,773.62	\$ 3,964.46	\$ 4,093.23	\$ 4,090.53	\$ 3,964.46		\$ 2,515.69							\$ 30,401.99	\$ -	100.00%
645	Reserved for Future Use	\$ -														\$ -	\$ -	#DIV/0!
650	Police Department Total:	\$ 5,356,036.48	\$ 336,533.93	\$ 431,136.98	\$ 283,568.63	\$ 284,940.68	\$ 329,930.66	\$ 417,457.86	\$ 443,851.15	\$ 228,586.95	\$ 309,975.99	\$ 297,815.22	\$ 360,609.81	\$ 488,179.24	\$ -	\$ 4,212,587.10	\$ 1,143,449.38	78.65%
Fire Department HQ																		
1005	Design Fees (K2M)	\$ 749,408.39	\$ 583,833.92	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 718,196.72	\$ 31,211.66	95.84%

DRAW SCHEDULE

Cedar Lake Fire Department HQ

	Draw Amount	Remaining Balance
Jan-23	\$216,540.16	\$10,002,423.36
Feb-23	\$100,418.76	\$9,902,004.60
Mar-23	\$84,049.53	\$9,817,955.07
Apr-23	\$102,111.75	\$9,715,843.32
May-23	\$50,544.00	\$9,665,299.32
Jun-23	\$19,808.46	\$9,645,490.86
Jul-23	\$24,174.92	\$9,621,315.94
Aug-23	\$735,809.54	\$8,885,506.40
Sep-23	\$470,151.84	\$8,415,354.56
Oct-23	\$459,310.77	\$7,956,043.79
Nov-23	\$570,884.51	\$7,385,159.28
Dec-23	\$953,329.60	\$6,431,829.68
Jan-24	\$807,561.15	\$5,624,268.53
Feb-24	\$477,181.51	\$5,147,087.02
Mar-24	\$593,172.87	\$4,553,914.15
Apr-24	\$727,052.12	\$3,826,862.03
May-24	\$816,038.18	\$3,010,823.85
Jun-24	\$872,087.15	\$2,138,736.70
Jul-24		\$2,138,736.70
Aug-24		\$2,138,736.70

DRAW SCHEDULE

Cedar Lake Police Department HQ

	Draw Amount	Remaining Balance
Jan-23	\$102,198.00	\$5,253,838.48
Feb-23	\$60,508.74	\$5,193,329.74
Mar-23	\$50,645.23	\$5,142,684.51
Apr-23	\$61,528.87	\$5,081,155.64
May-23	\$30,456.00	\$5,050,699.64
Jun-23	\$11,935.88	\$5,038,763.76
Jul-23	\$19,261.21	\$5,019,502.55
Aug-23	\$431,136.98	\$4,588,365.57
Sep-23	\$283,568.63	\$4,304,796.94
Oct-23	\$284,940.68	\$4,019,856.26
Nov-23	\$329,930.66	\$3,689,925.60
Dec-23	\$417,457.86	\$3,272,467.74
Jan-24	\$443,851.15	\$2,828,616.59
Feb-24	\$228,586.95	\$2,600,029.64
Mar-24	\$309,975.99	\$2,290,053.65
Apr-24	\$297,815.22	\$1,992,238.43
May-24	\$360,609.81	\$1,631,628.62
Jun-24	\$488,179.24	\$1,143,449.38
Jul-24		\$1,143,449.38
Aug-24		\$1,143,449.38

DRAW SCHEDULE

Combined

	Draw Amount	Remaining Balance
May-23	\$318,738.16	\$15,256,261.84
Feb-23	\$160,927.50	\$15,095,334.34
Mar-23	\$134,694.76	\$14,960,639.58
Apr-23	\$163,640.62	\$14,796,998.96
May-23	\$81,000.00	\$14,715,998.96
Jun-23	\$31,744.34	\$14,684,254.62
Jul-23	\$43,436.13	\$14,640,818.49
Aug-23	\$1,166,946.52	\$13,473,871.97
Sep-23	\$753,720.47	\$12,720,151.50
Oct-23	\$744,251.45	\$11,975,900.05
Nov-23	\$900,815.17	\$11,075,084.88
Dec-23	\$1,370,787.46	\$9,704,297.42
Jan-24	\$1,251,412.30	\$8,452,885.12
Feb-24	\$705,768.46	\$7,747,116.66
Mar-24	\$903,148.86	\$6,843,967.80
Apr-24	\$1,024,867.34	\$5,819,100.46
May-24	\$1,176,647.99	\$4,642,452.47
Jun-24	\$1,360,266.39	\$3,282,186.08
Jul-24	\$0.00	\$3,282,186.08
Aug-24	\$0.00	\$3,282,186.08

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Cedar Lake Police Station
Cedar Lake, Indiana

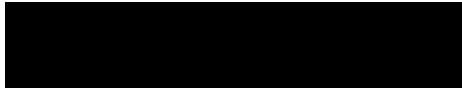
On receipt by the undersigned of a check from the Town of Cedar Lake, Indiana, in the sum of FOUR HUNDRED EIGHTY EIGHT THOUSAND ONE HUNDRED SEVENTY NINE DOLLARS AND TWENTY FOUR CENTS (\$488,179.24) payable to GM Development Companies LLC, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment, and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the above referenced project to the following extent.

This release covers a progress payment for all labor, services, equipment, and materials furnished to the project site or to the Town of Cedar Lake, Indiana, through 6/1/2024 only and does not cover any retention, pending modifications, and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

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

6/1/2024

Date



DISBURSEMENT OF FUNDS
FROM 2022B CONSTRUCTION FUND [REDACTED]

Requisition No. 13

Pursuant to the Trust Indenture dated as of December 1, 2022 (the "Indenture"), between the Town of Cedar Lake Building Corporation and Regions Bank, as trustee (the "Trustee"), the undersigned requests the Trustee to pay the expenses listed on Exhibit A attached hereto in the aggregate sum of **\$872,087.15** out of moneys deposited in the 2022B Construction Fund of the Town of Cedar Lake 2022 Construction Fund under the Indenture. The undersigned, in connection with the foregoing request, hereby certifies that:

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

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

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

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

Dated this ____ day of _____, 20__.

AUTHORIZED REPRESENTATIVE
UNDER THE INDENTURE

TOWN OF CEDAR LAKE, INDIANA

Clerk-Treasurer

EXHIBIT A

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
GM Development Companies LLC 8561 N County Rd 175 E Springport, IN 47386	Design/Construction/OR Contract Draw #11 – 06/01/2024	\$872,087.15
Total:		\$872,087.15



June 10, 2024

Town of Cedar Lake

Attn: [REDACTED]

PROJECT: Cedar Lake Public Safety Complex—Fire Headquarters
GM Development, Disbursement Request 06/01/2024

Dear [REDACTED]

Pursuant to the BOT Agreement (Fire Department Headquarters Project) executed by and between the Town of Cedar Lake (the Town) and GM Development Companies (the Developer), and dated December 22, 2022, the Developer has submitted Disbursement Request 06/01/2024 in the amount of \$872,087.15. This amount is to be drawn from the bond proceeds: **\$872,087.15 from bond proceeds.**

Per Schedule 1 of the Disbursement Request, please note that the payee for this disbursement is "GM Development Companies LLC" in the amount of \$872,087.15.

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

Comments:

1. The invoiced amounts generally agree with progress in the field. Sizeable items billed in this application include Technology/IT/AV/Telecom, Earthwork, Steel Fabrication and Erection, Rough Carpentry, Rainscreen Exterior Panel System, Carpentry Installation, Millwork, HM Frames, Doors, and Hardware – Supply, Metal Studs/Drywall/Insulation/Ceiling Package, Flooring, Painting, Plumbing, HVAC, and Electrical. Percentages billed are appropriate at this time.
2. The following items are billed to completion, which is proper at this time: Storm Sewer, Rough Carpentry, Roofing, Architectural Millwork – Supply, FRP/Resin/Protection Panels,
3. General Conditions, Construction Management, and Overhead and Profit are billed to around 85%. These amounts seem appropriate at this time and reasonably correspond to overall total project billing of 79%.
4. As this disbursement request only applies to the Fire Headquarters, 100% (\$872,087.15) shall be allocated to the Firehouse project.
5. Developer's lien waiver has been submitted and is included below.

For your reference I have enclosed the Developer's Disbursement Request-06/01/2024. Please contact me with any questions or comments you may have.

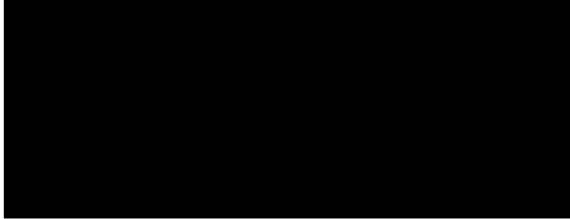
[REDACTED]
Lance Snedeker
Veridus Group

Disbursement Request

The undersigned hereby states and certifies that:

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

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



Date: 6/1/2024

Schedule 1

PROJECT FUND DISBURSEMENTS

<u>Item Number</u>	<u>Payee Name and Address</u>	<u>Purpose of Obligation</u>	<u>Amount</u>
1	GM Development Companies LLC 8561 N County Rd 175 E Springport, IN 47386	Construction/Design	\$872,087.15

Cedar Lake Fire Dept HQ and Police Dept HQ

Request for Payment

Date: 6/1/2024

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

To: Town of Cedar Lake, Indiana

Original Contract Amount: \$15,575,000.00
Approved Changes: \$0.00
Revised Contract Amount: \$15,575,000.00

Contract Completed to Date: \$12,292,813.92
Less Previous Requests: -\$10,932,547.53
Current Request for Payment: \$1,360,266.39

Current Billing: \$1,360,266.39
Remaining Contract to Bill: \$3,282,186.08 Check Number with SOV: \$ 3,282,186.08

The undersigned contractor/developer certifies that the work for which previous Requests for Payment has been completed.



DRAW SCHEDULE

Cedar Lake Fire Department HQ

	Draw Amount	Remaining Balance
Jan-23	\$216,540.16	\$10,002,423.36
Feb-23	\$100,418.76	\$9,902,004.60
Mar-23	\$84,049.53	\$9,817,955.07
Apr-23	\$102,111.75	\$9,715,843.32
May-23	\$50,544.00	\$9,665,299.32
Jun-23	\$19,808.46	\$9,645,490.86
Jul-23	\$24,174.92	\$9,621,315.94
Aug-23	\$735,809.54	\$8,885,506.40
Sep-23	\$470,151.84	\$8,415,354.56
Oct-23	\$459,310.77	\$7,956,043.79
Nov-23	\$570,884.51	\$7,385,159.28
Dec-23	\$953,329.60	\$6,431,829.68
Jan-24	\$807,561.15	\$5,624,268.53
Feb-24	\$477,181.51	\$5,147,087.02
Mar-24	\$593,172.87	\$4,553,914.15
Apr-24	\$727,052.12	\$3,826,862.03
May-24	\$816,038.18	\$3,010,823.85
Jun-24	\$872,087.15	\$2,138,736.70
Jul-24		\$2,138,736.70
Aug-24		\$2,138,736.70

DRAW SCHEDULE

Cedar Lake Police Department HQ

	Draw Amount	Remaining Balance
Jan-23	\$102,198.00	\$5,253,838.48
Feb-23	\$60,508.74	\$5,193,329.74
Mar-23	\$50,645.23	\$5,142,684.51
Apr-23	\$61,528.87	\$5,081,155.64
May-23	\$30,456.00	\$5,050,699.64
Jun-23	\$11,935.88	\$5,038,763.76
Jul-23	\$19,261.21	\$5,019,502.55
Aug-23	\$431,136.98	\$4,588,365.57
Sep-23	\$283,568.63	\$4,304,796.94
Oct-23	\$284,940.68	\$4,019,856.26
Nov-23	\$329,930.66	\$3,689,925.60
Dec-23	\$417,457.86	\$3,272,467.74
Jan-24	\$443,851.15	\$2,828,616.59
Feb-24	\$228,586.95	\$2,600,029.64
Mar-24	\$309,975.99	\$2,290,053.65
Apr-24	\$297,815.22	\$1,992,238.43
May-24	\$360,609.81	\$1,631,628.62
Jun-24	\$488,179.24	\$1,143,449.38
Jul-24		\$1,143,449.38
Aug-24		\$1,143,449.38

DRAW SCHEDULE

Combined

	Draw Amount	Remaining Balance
May-23	\$318,738.16	\$15,256,261.84
Feb-23	\$160,927.50	\$15,095,334.34
Mar-23	\$134,694.76	\$14,960,639.58
Apr-23	\$163,640.62	\$14,796,998.96
May-23	\$81,000.00	\$14,715,998.96
Jun-23	\$31,744.34	\$14,684,254.62
Jul-23	\$43,436.13	\$14,640,818.49
Aug-23	\$1,166,946.52	\$13,473,871.97
Sep-23	\$753,720.47	\$12,720,151.50
Oct-23	\$744,251.45	\$11,975,900.05
Nov-23	\$900,815.17	\$11,075,084.88
Dec-23	\$1,370,787.46	\$9,704,297.42
Jan-24	\$1,251,412.30	\$8,452,885.12
Feb-24	\$705,768.46	\$7,747,116.66
Mar-24	\$903,148.86	\$6,843,967.80
Apr-24	\$1,024,867.34	\$5,819,100.46
May-24	\$1,176,647.99	\$4,642,452.47
Jun-24	\$1,360,266.39	\$3,282,186.08
Jul-24	\$0.00	\$3,282,186.08
Aug-24	\$0.00	\$3,282,186.08

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

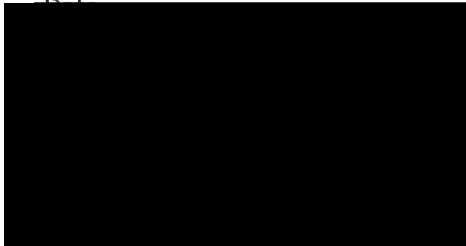
Project: Cedar Lake Firestation
Cedar Lake, Indiana

On receipt by the undersigned of a check from the Town of Cedar Lake, Indiana, in the sum of EIGHT HUNDRED SEVENTY TWO THOUSAND EIGHTY SEVEN DOLLARS AND FIFTEEN CENTS (\$872,087.15) payable to GM Development Companies LLC, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment, and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the above referenced project to the following extent.

This release covers a progress payment for all labor, services, equipment, and materials furnished to the project site or to the Town of Cedar Lake, Indiana, through 6/1/2024 only and does not cover any retention, pending modifications, and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

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

6/1/2024



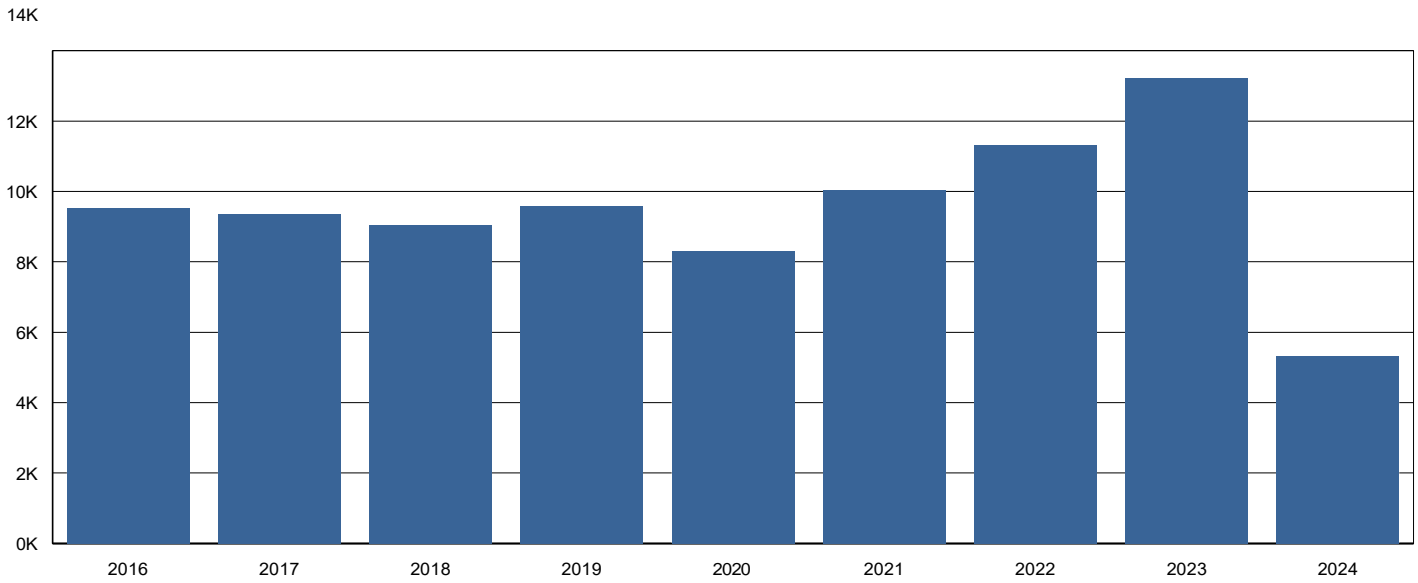
Greg Martz, Sole Member

Name and Title

Cedar Lake Police Department

Calls for Service Analysis

1/1/2016 to 5/31/2024



	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	616	768	600	672	765	745	859	1,248	917
Feb	608	801	582	782	733	692	685	1,145	1,072
Mar	917	797	633	825	602	956	926	1,186	1,099
Apr	745	808	652	891	350	836	844	1,209	1,050
May	859	867	837	838	723	850	1,104	1,071	1,180
Jun	924	862	846	821	763	940	946	1,255	
Jul	1,001	843	933	842	806	956	1,006	1,087	
Aug	744	800	837	901	888	878	1,060	1,091	
Sep	753	807	828	826	728	782	974	945	
Oct	787	666	860	742	682	829	977	1,060	
Nov	830	703	744	743	642	743	917	970	
Dec	738	645	705	710	641	818	1,020	954	
Total	9,522	9,367	9,057	9,593	8,323	10,025	11,318	13,221	5,318

Calls Per Day: 34.99

Cedar Lake Police Department

Traffic Stop Analysis

1/1/2016 to 5/31/2024



	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	279	353	180	260	321	351	389	738	400
Feb	221	400	161	331	300	285	257	651	559
Mar	489	372	225	380	190	460	373	632	601
Apr	328	266	229	415	21	376	324	534	509
May	361	277	250	345	119	318	418	435	565
Jun	325	269	260	345	182	318	283	576	
Jul	393	245	292	371	285	372	359	476	
Aug	258	249	236	366	303	364	421	479	
Sep	264	284	286	259	212	281	378	430	
Oct	356	191	302	285	182	348	417	471	
Nov	407	257	280	329	172	320	397	519	
Dec	311	186	269	317	203	357	474	415	
Total	3,992	3,349	2,970	4,003	2,490	4,150	4,490	6,356	2,634

Cedar Lake Police Department

Warning Analysis

1/1/2016 to 5/31/2024



	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	171	215	105	202	275	291	305	753	400
Feb	122	236	99	299	253	235	236	694	542
Mar	267	221	125	343	154	395	396	729	537
Apr	194	195	148	376	15	323	301	544	456
May	210	210	225	289	112	263	461	452	503
Jun	198	211	191	309	136	273	334	634	
Jul	203	166	271	316	234	338	356	504	
Aug	177	173	220	313	218	270	438	499	
Sep	158	182	228	223	188	205	433	448	
Oct	228	128	322	222	154	265	419	490	
Nov	235	161	243	260	182	258	404	506	
Dec	215	115	193	272	180	251	465	437	
Total	2,378	2,213	2,370	3,424	2,101	3,367	4,548	6,690	2,438

Cedar Lake Police Department

Citation Analysis

1/1/2016 to 5/31/2024



	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	106	136	92	120	207	169	165	191	120
Feb	96	200	80	148	148	156	103	203	167
Mar	244	187	108	120	122	215	164	207	189
Apr	145	142	123	102	38	126	152	215	192
May	193	148	122	98	74	144	159	163	233
Jun	180	164	122	107	140	156	167	189	
Jul	245	147	118	112	156	163	213	150	
Aug	137	113	83	112	193	123	232	180	
Sep	122	91	97	106	137	147	166	121	
Oct	163	85	87	113	110	147	140	148	
Nov	183	84	92	92	107	129	117	162	
Dec	123	94	93	111	85	117	149	101	
Total	1,937	1,591	1,217	1,341	1,517	1,792	1,927	2,030	901

Cedar Lake Police Department

Law Incident Analysis

1/1/2016 to 5/31/2024



	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	341	440	460	433	499	459	503	513	540
Feb	385	404	451	484	454	460	433	502	495
Mar	458	443	461	461	427	522	546	550	548
Apr	488	564	471	512	334	508	501	649	530
May	512	629	624	518	642	556	674	630	696
Jun	612	628	644	505	625	663	659	700	
Jul	629	659	682	510	575	652	630	661	
Aug	505	614	656	572	633	555	637	630	
Sep	489	573	575	602	573	525	578	557	
Oct	439	511	594	476	562	499	539	605	
Nov	425	488	507	444	495	429	514	495	
Dec	441	488	455	420	460	481	546	538	
Total	5,724	6,441	6,580	5,937	6,279	6,309	6,760	7,030	2,809

Cedar Lake Police Department

Arrest Analysis

1/1/2016 to 5/31/2024



	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	25	35	21	28	40	32	31	27	33
Feb	15	17	8	37	22	29	30	29	33
Mar	20	14	20	26	10	27	31	27	28
Apr	33	21	31	31	7	13	31	30	26
May	18	33	39	26	24	30	26	23	28
Jun	39	25	28	38	25	36	28	41	
Jul	38	21	26	25	23	26	27	27	
Aug	26	30	40	43	25	17	26	23	
Sep	19	19	34	22	31	28	20	28	
Oct	28	26	34	23	27	32	38	11	
Nov	15	24	19	20	23	20	18	20	
Dec	16	24	16	18	10	20	27	22	
Total	292	289	316	337	267	310	333	308	148

Cedar Lake Police Department

Arrest Offense Analysis

1/1/2016 to 5/31/2024



	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	28	58	26	62	71	51	51	43	50
Feb	25	26	15	71	37	59	47	50	61
Mar	23	25	35	52	18	42	69	48	38
Apr	53	40	45	45	16	21	54	48	38
May	26	52	63	37	31	51	45	34	41
Jun	63	35	43	61	41	68	45	63	
Jul	60	34	35	42	42	46	58	37	
Aug	33	50	49	70	44	29	49	48	
Sep	26	35	46	38	55	61	34	37	
Oct	42	40	55	33	61	63	63	13	
Nov	29	33	31	35	40	34	39	46	
Dec	28	35	19	32	21	30	59	32	
Total	436	463	462	578	477	555	613	499	228

Cedar Lake Police Department

Town Ordinance Warnings

1/1/2024 to 5/31/24

Grouped by Offense

	Jan	Feb	Mar	Apr	May	Total
<i>Aband Vehicle on Roadway</i>	0	0	4	0	0	4
<i>Abandoned Vehicle</i>	13	30	16	12	1	72
<i>ANIMALS - RUNNING AT</i>	0	0	0	0	1	1
<i>DOGS - LICENSE AND</i>	0	0	1	0	0	1
<i>DOGS - RUNNING AT LARGE</i>	1	0	1	0	1	3
<i>FIREWORKS - USE AND DISCHARGE,</i>	0	0	0	0	1	1
<i>House Numbers</i>	0	1	0	1	1	3
<i>LITTERING - SWEEPING LITTER</i>	0	0	0	0	1	1
<i>Non-Use Refuse Container</i>	0	1	0	0	0	1
<i>NUISANCES - ACCUMULATION</i>	0	6	2	2	2	12
<i>NUISANCES - DWELLINGS UNFIT</i>	0	1	1	0	0	2
<i>NUISANCES - NOXIOUS ODORS</i>	0	0	0	1	0	1
<i>NUISANCES - OPEN BURNING</i>	0	0	0	1	0	1
<i>NUISANCES - WEEDS, RANK</i>	0	0	0	0	40	40
<i>OBSTRUCTIONS TO VISIBILITY AT</i>	0	0	1	0	0	1
<i>OFF-ROAD VEHICLES -</i>	0	0	0	3	0	3

	Jan	Feb	Mar	Apr	May	Total
<i>OPERATION OF VEHICLE AT STOP</i>	0	1	0	0	0	1
<i>Parking - Blocking Traffic</i>	2	0	1	0	0	3
<i>PARKING - LIMITATIONS OF</i>	0	0	0	0	1	1
<i>Parking - Signs/Postings</i>	0	1	0	0	0	1
<i>Parking - Traveled Portion RDWY</i>	0	1	0	1	0	2
<i>Scattering of Refuse</i>	0	1	0	0	0	1
<i>TRUCK ROUTE</i>	0	1	0	0	0	1
<i>Unauthorized Accumulation</i>	2	2	2	0	1	7
Total	18	46	29	21	50	164

Cedar Lake Police Department

Town Ordinance Citations

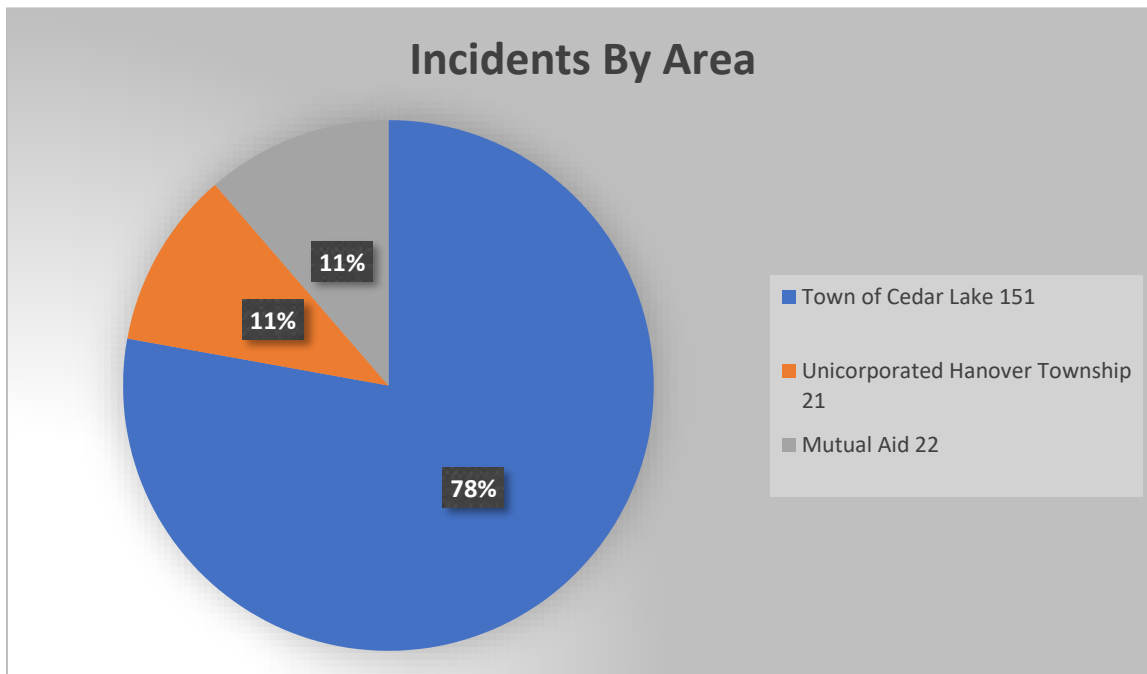
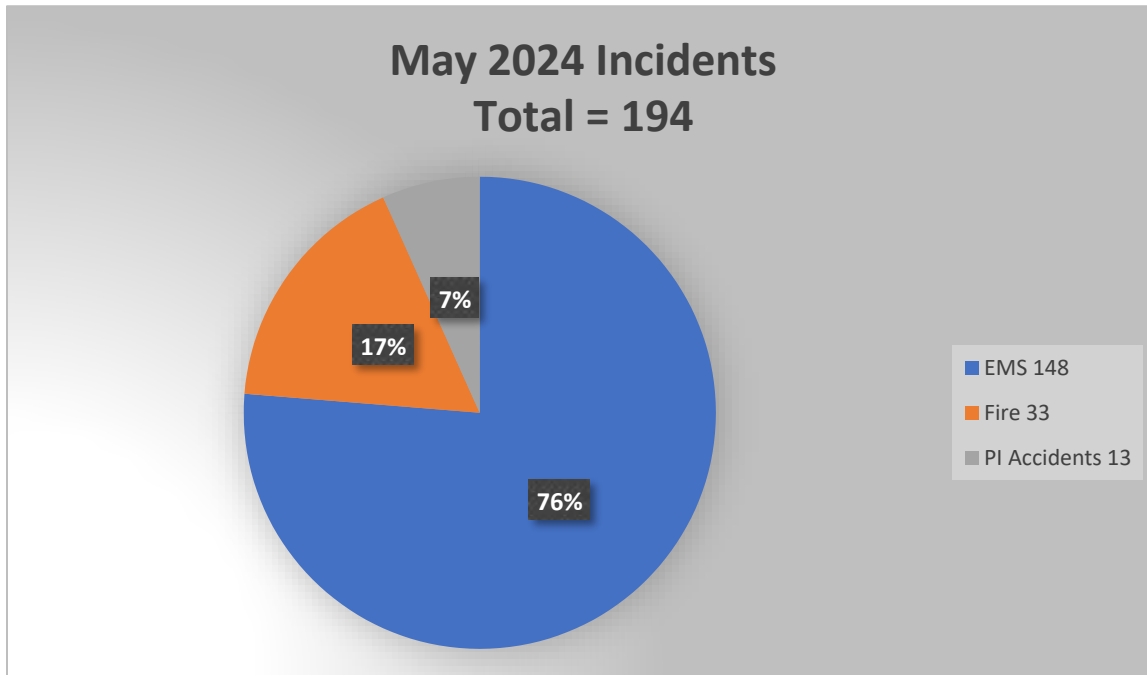
1/1/2024 to 5/31/2024

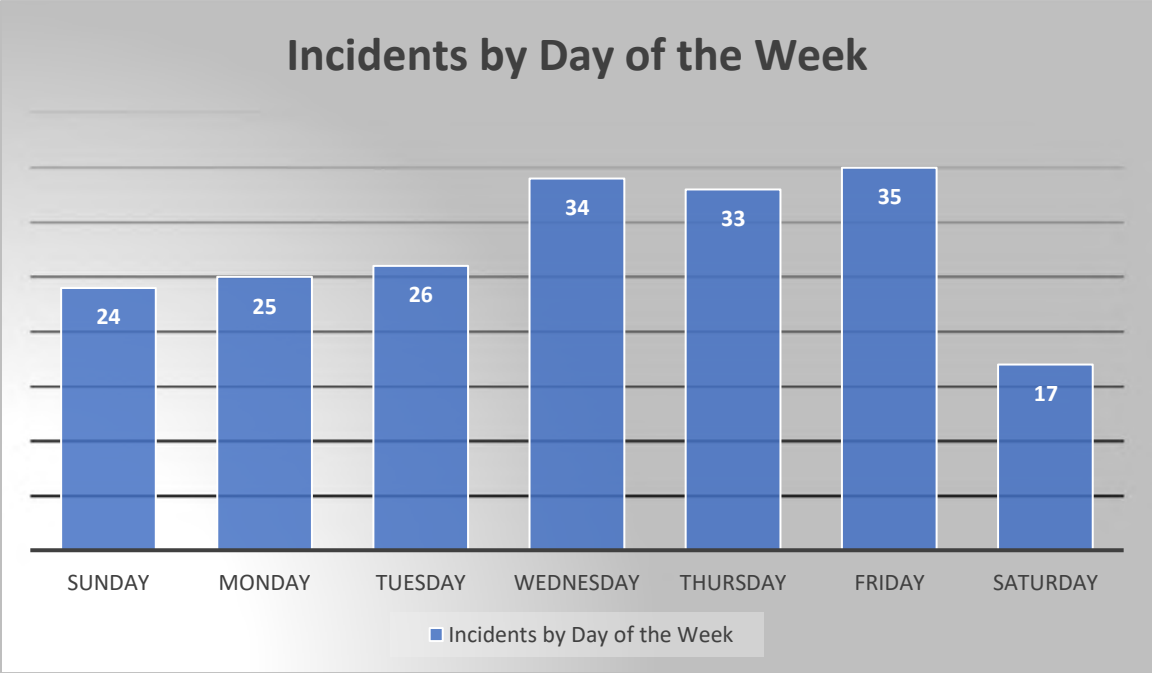
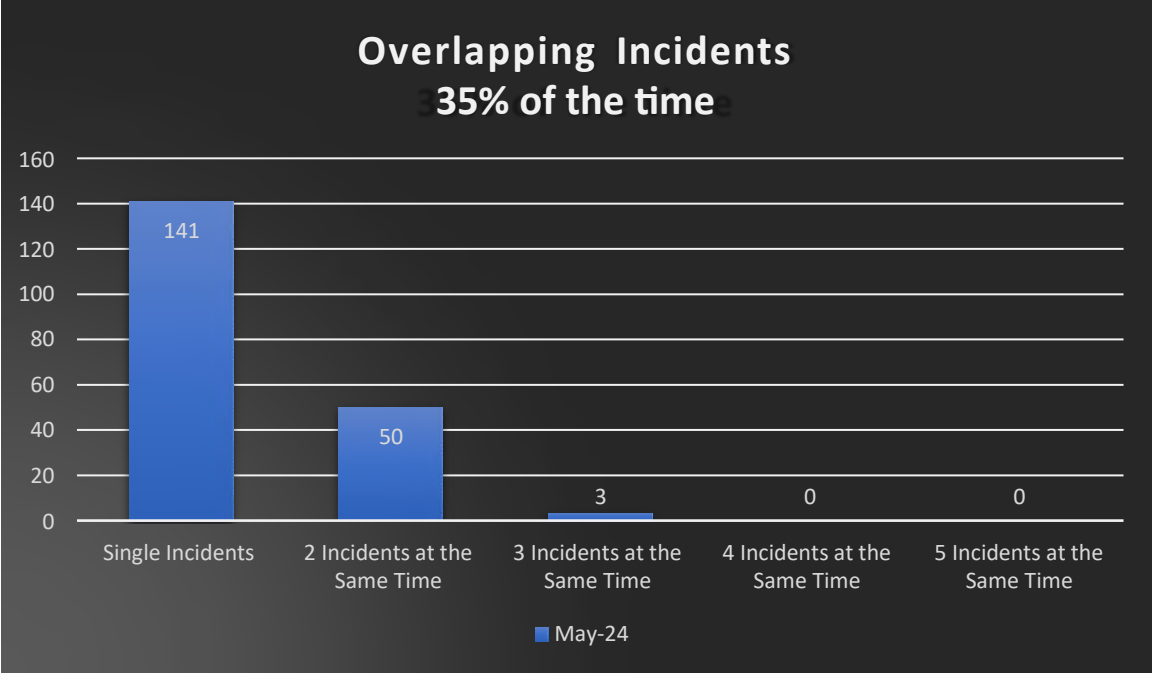
Grouped by Offense

	Jan	Feb	Mar	Apr	May	Total
<i>Abandoned Vehicle</i>	28	33	31	31	10	133
<i>DOGS - LICENSE AND</i>	0	1	0	0	0	1
<i>DOGS - RABIES PROTECTION</i>	0	1	0	0	0	1
<i>House Numbers</i>	0	0	0	0	2	2
<i>Non-Use Refuse Container</i>	0	1	0	2	0	3
<i>NUISANCES - ACCUMULATION</i>	2	10	11	10	10	43
<i>NUISANCES - ACCUMULATION</i>	0	0	0	0	1	1
<i>NUISANCES - DWELLINGS UNFIT</i>	0	0	1	0	0	1
<i>NUISANCES - NOISE</i>	0	0	1	0	0	1
<i>NUISANCES - OPEN BURNING</i>	0	0	0	1	0	1
<i>NUISANCES - PROHIBITED</i>	0	0	1	0	0	1
<i>NUISANCES - WEEDS, RANK</i>	0	0	0	1	50	51
<i>OBSTRUCTION OF DRIVERS VIEW</i>	0	0	0	2	0	2
<i>OBSTRUCTIONS TO VISIBILITY AT</i>	0	0	0	0	1	1
<i>OFF-ROAD VEHICLES -</i>	0	0	2	0	0	2
<i>PARKING - LIMITATIONS OF</i>	0	0	0	0	1	1

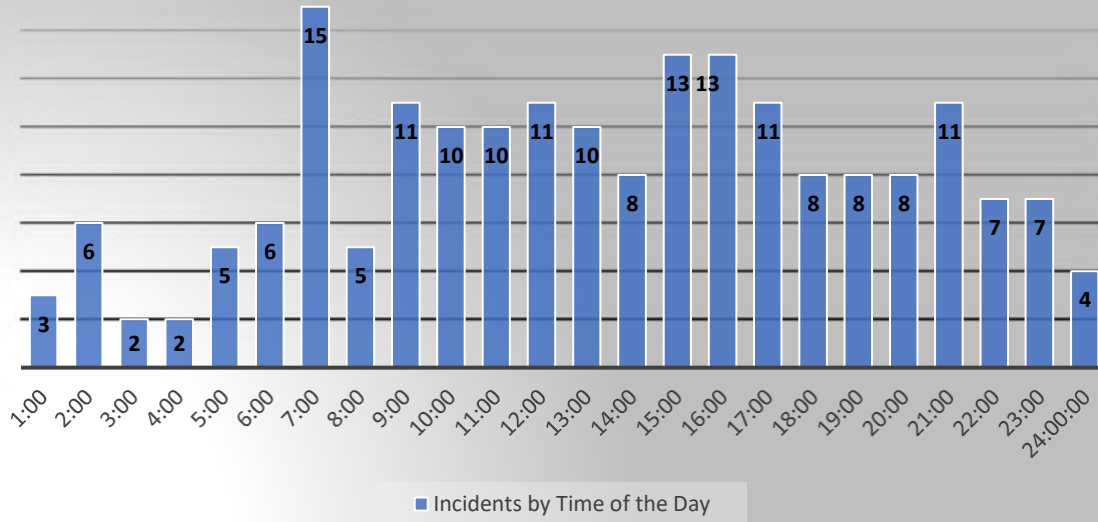
	Jan	Feb	Mar	Apr	May	Total
<i>PARKING - SIGNS, POSTINGS,</i>	0	0	2	0	1	3
<i>Parking - Signs/Postings</i>	0	0	0	0	1	1
<i>PUBLIC ORDER - MINOR CURFEW</i>	0	0	0	0	1	1
<i>PUBLIC ORDER - MINOR CURFEW -</i>	0	0	0	0	1	1
<i>Scattering of Refuse</i>	1	4	4	2	0	11
<i>SPEED LIMITS - 11-20 MPH OVER</i>	0	2	0	0	0	2
<i>SPEED LIMITS - 21-30 MPH OVER</i>	0	2	0	0	0	2
<i>Unauthorized Accumulation</i>	0	0	1	5	1	7
<i>WEAPONS - USE AND DISCHARGE</i>	0	0	1	0	0	1
Total	31	54	55	54	80	274

May 2024 Operations Report

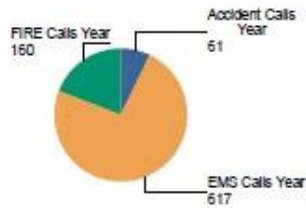




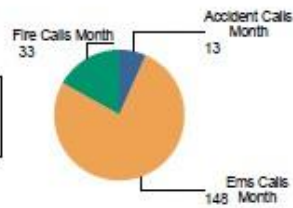
Incidents by Time of the Day



Cedar Lake Fire Department Monthly Summary Report 1/1/2024 to 5/31/2024



Accident Calls Year	7.3%
EMS Calls Year	73.6%
FIRE Calls Year	19.1%
Total:	100.0%



Accident Calls Month	6.7%
Ems Calls Month	75.3%
Fire Calls Month	17.0%
Total:	100.0%

Average Daily Calls for Service: 5.57

Yearly Totals

Death Investgtn	1
EMS Abdominal	13
EMS Allergic	4
EMS Animal Bite	2
EMS Assault	6
EMS Back Pain	7
EMS Bleeding	8
EMS Breathing	46
EMS Chest Pain	29
EMS Choking	4
EMS Death	2
EMS Diabetic	16
EMS Eye Injury	2
EMS Fall	96
EMS Full Arrest	13
EMS Gunshot	1
EMS Headache	1
EMS Heart Prob	14
EMS Heat / Cold	1
EMS Lift Assist	93
EMS Misc	3
EMS Overdose	10
EMS Pregnancy	2
EMS Psych	38
EMS Seizure	20
EMS Sick Person	88
EMS Stabbing	2
EMS Standby	9
EMS Stroke	20
EMS Trauma	12
EMS Uncons	33
EMS Unknown	22
Fall	1
FIRE Alarm	20
FIRE Appliance	1
FIRE Assist	10
FIRE Brush	5
FIRE CO Alarm	19
FIRE Electrical	2
FIRE Garage	1
FIRE Gas IN	10
FIRE Gas OUT	3
FIRE Inspection	1
FIRE Marine	1
FIRE Misc	2
FIRE Mutual Aid	5

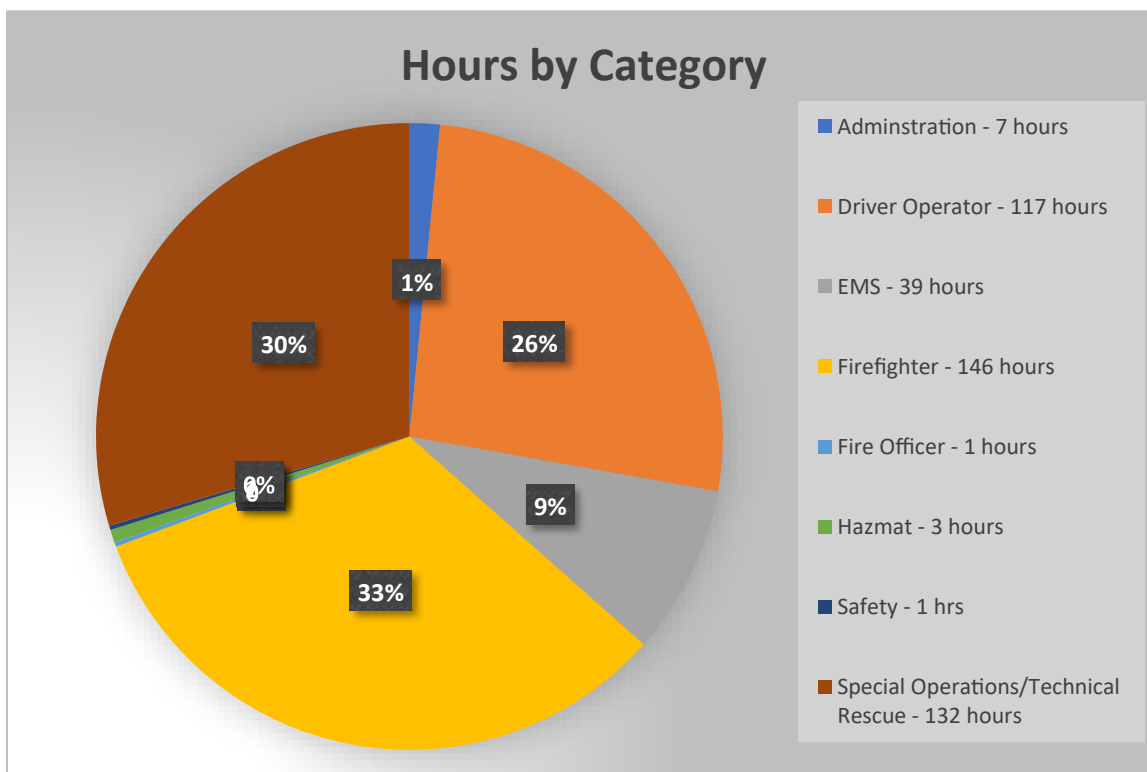
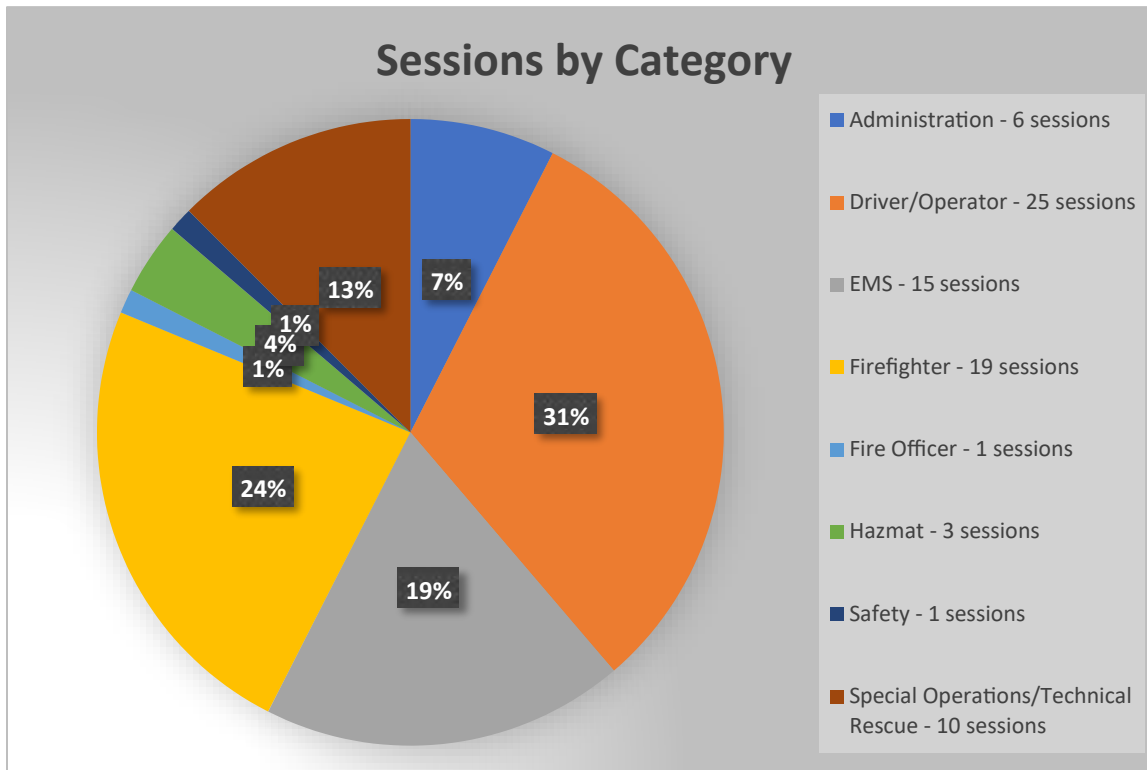
Monthly Totals

EMS Abdominal	4
EMS Animal Bite	1
EMS Back Pain	4
EMS Bleeding	1
EMS Breathing	14
EMS Chest Pain	10
EMS Diabetic	2
EMS Eye Injury	2
EMS Fall	22
EMS Full Arrest	3
EMS Heart Prob	1
EMS Lift Assist	20
EMS Misc	1
EMS Pregnancy	1
EMS Psych	9
EMS Seizure	7
EMS Sick Person	20
EMS Stabbing	1
EMS Standby	2
EMS Stroke	8
EMS Trauma	3
EMS Uncons	7
EMS Unknown	5
FIRE Alarm	2
FIRE Assist	3
FIRE Brush	1
FIRE CO Alarm	1
FIRE Misc	1
FIRE Mutual Aid	3
FIRE Odor	1
FIRE Outside	4
FIRE Rubbish	1
FIRE Smoke Out	1
FIRE Standby	1
FIRE Structure	10
FIRE Utility	2
FIRE Vehicle	1
FIRE Water Resc	1
PD Accident	1
PI Accident	12
Total for Month:	194

FIRE Odor	4
FIRE Outside	8
FIRE Rubbish	1
FIRE Smoke In	1
FIRE Smoke Odor	1
FIRE Smoke Out	2
FIRE Standby	10
FIRE Structure	39
FIRE Utility	9
FIRE Vehicle	1
FIRE Washdown	1
FIRE Water Resc	3
PD Accident	1
PI Accident	60
Welfare Check	1
Total for Year:	841

May 2024 Training Report

Hours Logged: 446



**BYLAWS
OF
CEDAR LAKE PARKS
FOUNDATION, INC.**

**ARTICLE I
NAME**

Section 1.01 Name. The name of this Corporation is Cedar Lake Parks Foundation, Inc. (“Corporation”).

**ARTICLE II
PURPOSES**

Section 2.01 Purposes.

A) The Corporation is organized and must be operated exclusively for the benefit of, to perform the function of, and carry out the purposes of the Town of Cedar Lake Department of Parks and Recreation (“Department”), which shall include the following:

- (i) To receive and administer funds for the scientific, educational, and charitable purposes of the Department, and to that end to take and hold by bequest, devise, gift, grant, purchase, lease, or otherwise, either absolutely or jointly with any other person, persons, or entity, any property, real, personal tangible, or intangible, or any undivided interest therein, without limitation as to the amount of value; to sell, convey, or otherwise dispose of any of the such property and to invest, reinvest, or deal with the principal or the income thereof in such manner as, in the judgment of the directors, will best promote the purposes of the Corporation without limitation, except such, imitations, if any, may be contained in the instrument by which such property is received, the Bylaws of the Corporation, or under the law applying to an exempt organization operating under Section 509(a)(3) of the Internal Revenue Code (“IRC”).
- (ii) To devote and concentrate time, effort, and resources of staff, volunteers, and friends of the Department, to develop new and various funding sources and to encourage and obtain additional charitable contributions and grants for the benefit of the Department, and to maintain existing funding sources.

B) The Corporation shall not engage in any activities or exercise any powers that do not further the purposes of the Corporation. The Corporation shall not carry on any other activities not permitted to be carried on by an organization exempt from federal income tax under IRC §509(a)(3) or any corresponding section of any future federal tax code. In no instance will the Corporation, its officers, directors, employees, or agents participate in any corporate activities which discriminate on the basis of race, color, creed, or religion.

ARTICLE III
MEMBERS

Section 3.01 Members. The membership shall consist only of the members of the Board of Directors. Each Member shall only be entitled to one (1) vote in respect to any and all matters brought before the Board of Directors of the Cedar Lake Parks Foundation, Inc.

ARTICLE IV
BOARD OF DIRECTORS

Section 4.01 General Powers. The Board of Directors ("Board") will control and manage the Corporation's affairs.

Section 4.02 Number and Tenure. The Town of Cedar Lake, Town Council (hereafter, "Council") shall appoint the initial Directors which shall not be less than five (5) nor more than seven (7), or as changed from time to time by the Council. The initial Directors shall hold office for a term of three (3) years or until a successor is appointed and qualified. Each Director shall be eligible for re-election. The Council may increase or decrease the number of Directors within the limits prescribed by the Articles of Incorporation and shall have sole discretion and authority to remove a previously appointed Director. The Town Manager for the Town of Cedar Lake shall act as a Liaison for the Board of Directors. No member may sit on the Board who is also a member of the Town of Cedar Lake Park Board.

Section 4.03 Regular Meetings. A regular annual meeting of the Board shall be held without other notice than these Bylaws. The annual meeting of the Board for the transaction of such business as may properly come before the meeting shall be held on the 1st day of April of each year, if such a day is not a legal holiday, and if a holiday, then on the first following day that is not a legal holiday. Failure to hold the annual meeting at the designated time shall not cause a forfeiture or a dissolution of the Corporation. The Board may provide by resolution the time and place, either within or without the State of Indiana, to hold additional regular meetings of the Board without other notice than such resolution.

Section 4.04 Special Meetings. The President or any two (2) Directors may call a special meeting of the Board. The person or persons authorized to call special meetings of the Board may fix the place, either within or without the State of Indiana, as the place for holding any special meeting called by them.

Section 4.05 Notice of Special Meetings. Notice of any special meeting of the Board shall be given at least two (2) days prior to the date of the meeting by written notice delivered personally, by mail or sent by electronic mail (e-mail) to each Director at his address as shown by the records of the Corporation. Directors may waive notice of any meeting. A Director's attendance at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the

purpose of any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or these Bylaws.

Section 4.06 Quorum. A majority of the existing Board constitutes a quorum.

Section 4.07 Manner of Acting. An affirmative vote of a majority of the Directors present at a meeting at which a quorum is present is an act of the Board.

Section 4.08 Informal Action by Directors. Any action required or permitted to be taken at any meeting of the board or of any committee thereof may be taken without a meeting, if prior to such action a written consent to such action is signed by all members of the Board or of such committee as the case may be, and such written consent is filed with the minutes of proceedings of the Board or Committee.

Section 4.09 Power to Appoint Executive Committee. The Board may appoint by resolution adopted by a majority of the entire Board an executive committee composed of two (2) or more Directors. The Executive Committee shall have and exercise the authority of the Board in the management of the Corporation's business between meetings of the Board, unless such resolution limits the Executive Committee's authority.

Section 4.10 Power to make Bylaws. The Board may make and alter any Bylaw or Bylaws, including the fixing and altering of the number of Directors.

Section 4.11 Power to Elect Board. After the initial three year term, the Board shall appoint the necessary Directors pursuant to Section 4.02. Any member of the Board may be removed without cause by a three quarters (3/4) vote of the Board. If the Board fails to appoint a required Director within sixty (60) days of written notice from the President of the Board, the Board may appoint such Director.

Section 4.12 Power to Elect and Appoint Officers. The Board shall elect a President. The Board may elect such other officers and agents as the Board deems necessary for transaction of the Corporation's business. Any officer or agent may be removed by the Board whenever in the judgment of the Board the interest of the Corporation will be served thereby. The Board shall also have power to fill any vacancy in any office occurring for any reason whatsoever.

Section 4.13 Delegation of Powers. For any reason deemed sufficient by the Board, whether occasioned by absence or otherwise, the Board may delegate all or any of the powers and duties of any officer to any other officer or Director, but no officer or Director shall execute, acknowledge or verify any instrument in more than one capacity.

ARTICLE V **OFFICERS**

Section 5.1 Officers. The Board shall elect or appoint the officers of the Corporation. The officers of the Corporation shall be a President, Secretary and Treasurer and such other officer as

may be deemed desirable by the Board. Any two or more offices may be held by the same person, except the offices of the President and Secretary.

Section 5.2 Election and Term of Office. The Officers of the Corporation shall be elected annually from among and by the Board at the regular annual meeting of the Board. Each Officer shall hold office for three (3) years or until a successor is duly elected and shall have qualified, unless earlier removed by the Board. All Officers and agents can be removed at any time by the affirmative vote of a majority of the entire Board. Officers shall be eligible for re-election.

Section 5.3 President. The President shall be the chief executive officer of the Corporation. The President shall preside at all meetings of the Board. Under the Board's direction and subject to limits in these Bylaws, including those set out in Article VIII, the President shall have general supervision over the affairs of the Corporation and over the other officers. He shall sign all written contracts of the Corporation. He shall perform all such other duties as are incident to this office.

Section 5.4 Vice-President. In the event a Vice President is elected, the Vice-President shall perform the duties specified in Section 5.3 of this Article in the absence or disability of the President. In addition, he shall perform duties and assignments which may from time to time be delegated by the President of the Board.

Section 5.5 Treasurer. The Treasurer shall have custody of all moneys and securities of the Corporation and shall give bond in such sums and with such surety as the Directors may require, conditioned upon the faithful performance of his office. He shall perform all such other duties as are incident to this office as Treasurer.

Section 5.6 Secretary. The Secretary shall have the responsibility for ensuring that notices required by these Bylaws be issued, and shall provide that minutes of all meetings of the Board be adequately kept. He shall have responsibility for all corporate books, records, and papers, any and all written contracts of the Corporation. He shall perform all such other duties as are incident to his office. He shall authenticate the records of the Corporation.

Section 5.7 Vacancies. Vacancies among elected and appointed officers occurring during the annual terms thereof shall be filled by the Board.

ARTICLE VI **COMMITTEES**

Section 6.1 Standing and Special Committees. The President shall, with the approval of the Board, appoint such standing or special committees of such size as the President or Board may deem necessary to properly carry on the activities and affect the purposes of the Corporation. Such committees shall perform as the President of the Board may direct.

ARTICLE VII
CORPORATE GOVERNANCE

Section 7.1 **Order of Business.** The order of business at meetings of the Board, insofar as practicable, shall be:

- Item (1). Proof of due notice at meeting.
- Item (2). Call of roll.
- Item (3). Reading and disposal of any unapproved minutes.
- Item (4). Reports of Officers and Committee.
- Item (5). Unfinished business.
- Item (6). New business
- Item (7). (Election of Directors)
- Item (8). Adjournment.

Section 7.2 In general, the regulation and management of the affairs of the corporation, its Board and its officers shall be governed by the Indiana Nonprofit Corporation Act of 1991, as amended from time to time and known as Indiana Code § 23-17, *et seq.*

ARTICLE VIII
CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 8.1 **Contracts.** The Board may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument (checks, drafts, or orders for the payment of money) in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. The President may sign checks, drafts or orders for the payment of money in amounts less than Five Hundred Dollars (\$500.00), as long as the check, draft or orders for the payment of money is countersigned by the Treasurer. Instruments of a value greater than Five Hundred Dollars (\$500.00) must be countersigned by the Treasurer and another Board Member.

Section 8.2 **Checks, Drafts, etc.** All checks, drafts, orders for the payment of money, notes or other evidences or indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board.

Section 8.3 **Deposits.** All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may select.

Section 8.4 **Gifts.** The Board may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purpose or for any special purpose of the Corporation, subject to limitations contained in the Articles of Incorporation and these Bylaws.

ARTICLES IX
BOOKS AND RECORDS

Section 9.1 Books and Records. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board, and committees having any authority of the Board, and shall keep at the principal office records giving the names and addresses of the members entitled to vote. All books and records of the Corporation may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE X
FISCAL YEAR

Section 10.1 Fiscal Year. The fiscal year of the Corporation shall begin on January 1 and end on December 31 in each year.

ARTICLE XI
CORPORATE INDEMNIFICATION

Section 11.1 Indemnification. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Corporation to produce a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Corporation, against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation.

Section 11.2 Any such director, officer, employee or agent who has been wholly successful, on the merits or otherwise, with respect to any claim, suit, or proceeding of the character described herein shall be entitled to indemnification as a matter of right. Except as provided in the preceding sentence, eligibility for indemnification hereunder may be determined, but need not be, by the Board of Directors (or a committee thereof). Such a resolution shall be valid in the case of a director, or officer who is a director, notwithstanding the presence of such director, or officer who is a direction, at the meeting of the Board of Directors of the Corporation (or committee thereof) which acts upon or in reference to such indemnification and notwithstanding his or their participation in such action, in the fact of such interest shall be fully disclosed or known by the Board of Directors and the Board (or committee thereof) shall nevertheless authorize, approve, or ratify such indemnification. The directors may request independent legal counsel (who may be regular counsel of the Corporation) to deliver to their written opinion as to whether such director, officer, employee or agent has met such standards. If several claims, issues, or matters of action are involved, any such person may be entitled to indemnification as to some matters even though he or she is not entitled as to other matters.

Section 11.3 The Corporation may advance expenses to, or, where appropriate, and at its expense, undertake by or on behalf of such person to repay such expenses if it should ultimately be determined that he is not entitled to indemnification hereunder.

Section 11.4 The provisions of this section shall be in addition to any rights to which any person concerned may otherwise be entitled by contract or as a matter of statute or law and shall insure to the benefit of the heirs, executors and administrators of any such person.

Section 11.5 The indemnification provided by this section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-law, agreement, vote of directors, as a matter of law, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 11.6 The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation against any liability asserted against him or her and incurred by him or her in any capacity or arising out of his or her status as such, whether or not the Foundation would have the power to indemnify him or her against such liability under the provision of this section or otherwise.

Section 11.7 An amendment to this article will not be effective in relation to an indemnified person in a specific claim once the claim is alleged.

ARTICLE XII
AMENDMENTS TO BYLAWS

Section 12.1 **Amendments.** Unless the Articles of Incorporation provide otherwise, the Board may amend or replace these Bylaws, provided that the text of the proposed amendments shall have been sent to all Directors with the call for the meeting at least ten days in advance of such meeting.

ARTICLE XIII
NONPROFIT STATUS

Section 13.1 **Nonprofit Status.** The Corporation shall not carry on any activities not permitted to be carried on by an organization exempt from federal income tax under section 509(a)(3) of the Internal Revenue Code ("IRC"), or any corresponding section of any future federal tax code. The Corporation may not engage in activities that do not further the purposes set forth in these Bylaws. The Corporation may not operate to support or benefit any organization other than the Town of Cedar Lake Department of Parks and Recreation in a manner prohibited by IRC §509(a)(3) and the regulations thereunder. Upon Dissolution, all remaining assets shall be distributed exclusively to the Department.

Effective Date:

Town of Cedar Lake

Office of Building, Zoning, and Planning

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

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

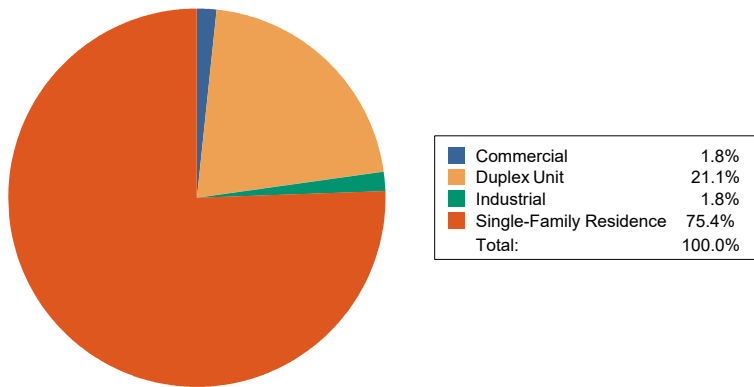


Report of All New Construction Permits

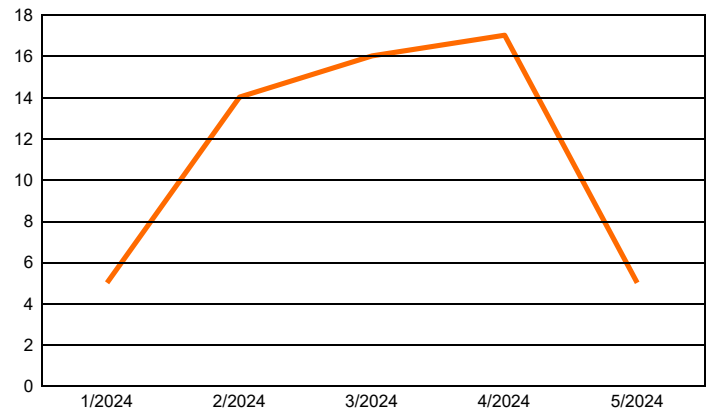
1/1/2024 to 5/31/2024

Grouped by Month

New Construction Type



Permits by Month



January 2024

Residential New Construction Permits: **4**

Industrial New Construction Permits: **1**

New Construction Permits: **5**

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

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

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

February 2024

Residential New Construction Permits: **14**

New Construction Permits: **14**

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

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

March 2024

Residential New Construction Permits: **15**

Commercial New Construction Permits: **1**

New Construction Permits: **16**

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

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

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

April 2024

Residential New Construction Permits: **17**

New Construction Permits: **17**

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

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

May 2024

Residential New Construction Permits: **5**

New Construction Permits: **5**

New Residential Construction Value: **\$1,964,903**

Total Value of Construction for May: **\$1,964,903**

Total New Construction Permits: **57**

Total Residential New Construction Permits: **55**

Total Commercial New Construction Permits: **1**

Total School New Construction Permits: **0**

Total Value of New Construction: **\$18,417,717**

Total Value of New Residential Construction: **\$17,037,717**

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

Total Value of New School Construction:

Town of Cedar Lake

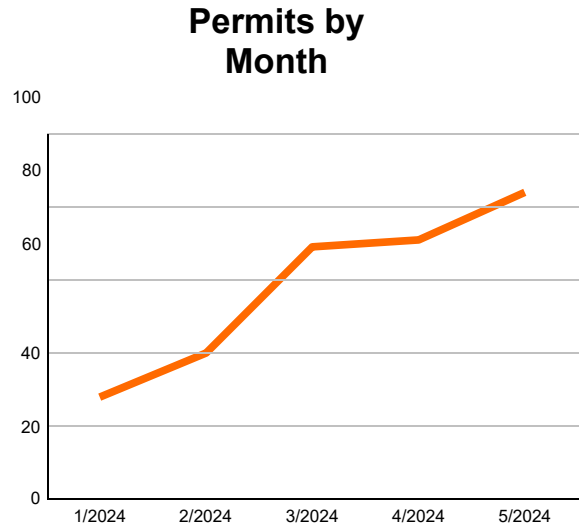
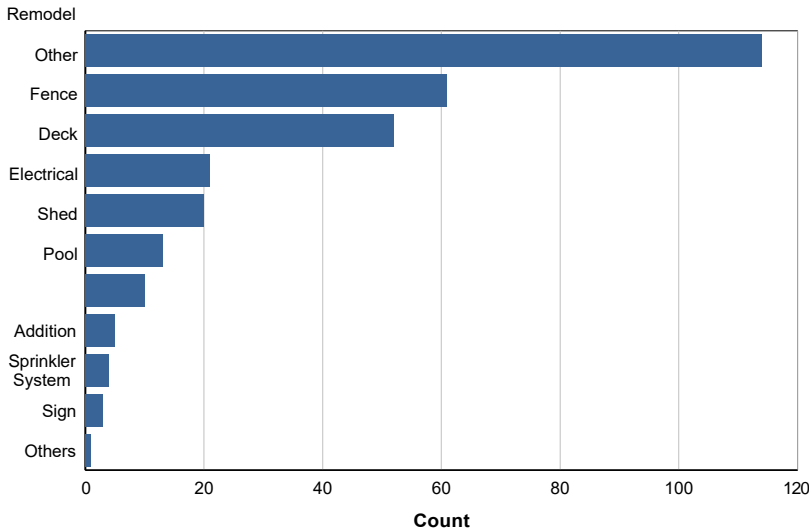
Office of Building, Zoning, and Planning

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

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



**Report of All Other Permits
1/1/2024 to 5/31/2024
Grouped by Month**



January 2024

Residential Permits: **21**
 Commercial Permits: **3**
 Church Permits: **1**
 Open Space Permits: **1**
 Municipal Permits: **1**
 Other Permits: **1**

Total of Other Permits: 28

Residential Permits Value: **\$635,009**
 Commercial Permits Value: **\$48,304**
 Church Permits Value: **\$3,000**
 Open Space Permits Value: **\$750**
 Municipal Permits Value: **\$8,876**
 Other Permits Value: **\$28,355**

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

February 2024

Residential Permits: **35**
 Commercial Permits: **2**
 Church Permits: **2**
 Municipal Permits: **1**

Total of Other Permits: 40

Residential Permits Value: **\$687,608**
 Commercial Permits Value: **\$382,987**
 Church Permits Value: **\$28,951**
 Municipal Permits Value:

Total Value of All Other Permits: \$1,099,546

March 2024

Residential Permits: **64**
 Commercial Permits: **3**
 Church Permits: **1**
 Municipal Permits: **1**

Total of Other Permits: 69

Residential Permits Value: **\$1,345,991**
 Commercial Permits Value: **\$50,211**
 Church Permits Value: **\$20,400**
 Municipal Permits Value: **\$3,500**

Total Value of All Other Permits: \$1,420,102

April 2024

Residential Permits: **68**

Commercial Permits: **3**

Total of Other Permits: **71**

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

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

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

May 2024

Residential Permits: **74**

Commercial Permits: **5**

Open Space Permits: **2**

School Permits: **2**

Municipal Permits: **1**

Total of Other Permits: **84**

Residential Permits Value: **\$1,224,891**

Commercial Permits Value: **\$868,187**

Open Space Permits Value: **\$2,000**

School Permits Value: **\$4,300,000**

Municipal Permits Value: **\$1,000**

Total Value of All Other Permits: **\$6,396,078**

Grand Total of Other Permits: **292**

Grand Total Value of All Other Permits: **\$11,143,091**



June 12, 2024

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

Attention:



Re: Town Engineer Report for June 18, 2024 Town Council Meeting
(CBBEL Project No.: 060015.00001)

Dear Council Members:

This letter summarizes Christopher B. Burke Engineering, LLC (CBBEL) Town Engineer activities for reporting and action (as necessary) for the June 18, 2024 Town Council meeting. This report covers activities for the period of May 18, 2024 through June 12, 2024.

1) Cedar Lake Dredging and Sediment Dewatering Facility Project

Dredge America is in the process of removing all equipment from the lake. All pipe has been removed from the lake. The booster and dredge barges are now located near Pine Crest Marina awaiting removal that will most likely begin this Friday. The dredge and other equipment will be removed from the Town and be transported to another job. We expect Dredge America to return in +/- 2 months to complete remaining demobilization activities including but not limited to remaining pipe removal, restoration activities in all laydown yards/pipeline corridor/SDF site, etc.

Effluent testing required by IDEM has been terminated as this permit will expire in July. As previously noted, operation of the Sediment Dewatering Facility will be transferred to the Town once the project is formally closed. As-built survey of the 2024 dredge areas have been provided to CBBEL and is currently under review.

CBBEL provided Pay Application #8 to the Town on June 7th (\$338,557.35) to release retainage for the contract to-date. Remaining demobilization payments will be released after all punch list items have been addressed by Dredge America. This punch list will be completed over the next month.

2) MS4 Coordination

CBBEL held a MS4/SESC workshop on May 21st at Town Hall that covered responsibilities while operating under the IDEM Construction Stormwater General Permit. There were 21 people in attendance.

3) NIRPC/State Legislature/INDOT/IDNR Updates

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

A September Notice of Funding Availability (NOFA) will be completed by NIRPC. Potential roadway applications were presented to the Town Council President on March 14th for consideration.

4) Other Funding Opportunities

- **Crack Sealing and Striping Project, Community Crossing Grant, 2023-2:** The final pay application was provided to the Town on May 24th with the final balancing change order. The final contract is \$160,488.92, which is \$1,570.92 over the awarded budget. Close-out documentation will be completed this summer as required by the CCMG program.
- **Community Crossing Grant, 2024-2:** The second call window will open on July 1st and close on July 31st. The Street Committee decided to move forward with applying for funding related to Phase 2 of the Shades Subdivision project. This phase would include portions of 141st Avenue, Fairbanks Street, Windsor Avenue, Fernwood Avenue, and Hobart Street.
- **2023 CDBG Funds, Lynnsway ADA Ramps:** The final pay application was provided to the Town on May 28th with the final balancing change order. The final contract is \$72,904.29, which is \$5,441.31 under the awarded budget.
- **INDOT Safety Project Notice of Funding Availability:** CBBEL received a NOFA from INDOT on June 10th regarding \$50 million in safety funds available for local

projects that can be constructed in the next two years. We are currently reviewing eligibility requirements of the funding and will provide a summary next month or sooner. The application deadline is September 3, 2024.

- **USDOT, Safe Streets and Roads for All (SS4A):** *No Change from Previous Report.* This program provides funding for both planning and implementation (construction) of infrastructure and initiatives designed to prevent death and serious injury on roads and streets. Applicable planning documents must already be completed to be eligible for implementation grants. More information can be found at <https://www.transportation.gov/grants/SS4A>.

CBBEL met with Town staff on April 4th to discuss the draft report. CBBEL received feedback and will now finalize the report. A public meeting has been tentatively scheduled for June 12th. The public meeting is required to meet public participation requirements of the self-certification process for the plan. The report is a necessary part of requirement to be eligible for implementation funding.

- **PCB Monsanto Class Action Settlement**
City of Long Beach [CA], et al. v. Monsanto Company, et al.
The Part B Special Funding application deadline was on April 28th. CBBEL reached out to the court appointed special master attorney and were told that any funding decisions would most likely take "...months, not weeks..." to be determined. **This information will be removed from future monthly letters as the project has been canceled.**

5) Town Street Committee & Roadway Items

The Town Street Committee met on May 20th to discuss on-going projects, projects that have funding allocations, and potential future project/funding. Phase 2 of the Shades project was earmarked for 2024 CCMG Call-2 funding in July for a 2025 construction timeframe. 141st Avenue, west of Parrish Avenue was also identified as a priority that would most likely require additional bonding capacity.

- Shades (East of Morse St and North of 141st Avenue): All storm sewer within Phase 2 limits has been installed. An unmarked storm sewer was found near the doctor's office at 140th Avenue and Morse Street. Public Works has camera'd the line and we are considering options to tie it into the project. The project moved to the road digout phase on June 10th and will continue for the next few weeks.

Based on the lack of communication with the Veldkamp parcel, this portion of the project has been removed. The Phase 1B portion of the project has a 75 working day requirement to substantial completion and 90 working days to final completion.

- 133rd Avenue Road Raise: We received preliminary boring data from our geotechnical consultant late last week. Three borings were completed within the project corridor. Two were taken to 10 ft. deep and the third was taken to 50 ft. deep. Soils below the existing pavement section are very poor. We have recommended that additional coring data be collected for the existing pavement section as asphalt was measured between 9.75"-12" thick. This will have a significant bearing on the future design of the roadway.

NEPA and CE document work is on-going and will most likely be the critical path to a summer 2025 letting.

- 131st Place and Morse Street: *No Change from Previous Report*. CBBEL received the survey on October 4th and provided it to the Town for review. We are awaiting direction from the Town on how to proceed.
- Railroad At-Grade Sidewalk Crossing: CBBEL received the PE agreement from the Norfolk Southern Railroad and their engineering consultant (AECOM) on June 10th for the proposed crossing at 141st Avenue near the Hanover Central Middle School. The PE agreement was estimated at \$24,612.00 that would cover costs incurred by Norfolk Southern Railroad and AECOM during design and review of the crossing (Concept, 30%, 60%, 90%, 100% reviews). Any signal improvements (as necessary) and other construction items are the responsibility of the Town.

The other three crossings at 141st Avenue between Beacon Pointe/Beacon Pointe East, 137th Avenue between Kiwanis Park and Winding Creek – Unit 2, and 133rd Avenue on the CSX Railroad are on hold until further direction is provided.

- Road Impact Fee: *No Change from Previous Report*. CBBEL provided a memorandum on June 23rd summarizing costs and tasks related to implementing a Road Impact Fee on new developments.
- Police-Fire Buildings: CBBEL is coordinating with Town staff and the Contractor on an as-needed basis. CBBEL issued an award recommendation and bid tabulation letter for the Emergency Vehicle Preemption system on Morse Street to Town staff on May 7th for review.

6) Redevelopment Commission

CBBEL is completing the following projects for the Redevelopment Commission:

- Morse Street/Constitution Avenue Watermain Extension: Water quality information from both Paradise Cove wells was received from MicroBac on May 29th.

Construction permit applications and supporting documentation for the Paradise Cove well upgrades, Paradise Cove chemical treatment, and Morse Street Watermain extension were provided to IDEM on June 12th for review.

7) Plan Commission

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

- Bugaboo Subdivision: *No Change from Previous Report*. CBBEL provided a comment letter to the Applicant on August 11th and is awaiting a response.
- Novak Parcel (129th Ave/US-41): *No Change from Previous Report*. CBBEL has been advised by the Applicant's Engineer that this project has been restarted based on the previously submitted plan. Therefore, CBBEL has entered this back to active status and it is in the queue to be reviewed.
- Lakeside South PUD: *No Change from Previous Report*. CBBEL issued a comment letter on May 15th for the Applicant to address. CBBEL and the Applicant are coordinating the remaining watermain items with Town staff.
- Founders Creek PUD: CBBEL issued a comment letter for the Applicant to address on September 15th.
- Red Cedars PUD: CBBEL issued a comment letter for the Applicant to address on December 1st.
- Bay Bridge PUD: CBBEL issued a comment letter for the Applicant to address on September 15th.
- Newenhouse 1-Lot Subdivision: CBBEL issued a comment letter on May 28th for the Applicant to address.
- Bankshots Preliminary Plat and Site Plan: Information was received on May 29th and is currently being reviewed.
- Oak Brook Final Plat, Phase 2: CBBEL received information on May 30th and is currently reviewing.
- Subdivision Ordinance/Development Standards Manual Update: CBBEL has begun updates to the DSM and is currently on-going.

8) Stormwater Management Board

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

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

appear at a Storm Board meeting. The item will still remain on the update items list. **An additional easement is required for the eastern property adjoiner. This easement documentation will be completed soon for review.**

Woods of Cedar Creek: Town staff has reviewed documentation on acquired easements prior to the Phase 1 project being completed. Three residents did not provide access before the Phase 1 project. Two of those parcels are under new ownership and staff will reach out to determine if a Phase 2 project is possible. **The final easement documentation was forwarded to the Town on June 10th. Signature from the property owner is now required. CBBEL is finalizing plans for a quote or bid of the project.**

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

7320 W. 140th Place, Straight's CN Subdivision: CBBEL presented a concept plan to the Board at the March meeting. Based on conversations at the meeting with the homeowner, the scope of the project will be revised to re-shaping an existing ditchline, stabilization, tree clearing, and culvert replacements. **An additional easement is required for this project to occur. Coordination with the Town Attorney is required as this parcel owner is deceased.**

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

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

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

Stormwater Master Plan: CBBEL is preparing a proposal for the completion of a Town-wide Stormwater Master Plan. This plan would include mapping of the Town's entire storm sewer network, identification of system problem areas, hydrologic/hydraulic modeling of specific areas, public participation meetings, and a final plan report detailing future projects and cost estimates. **This proposal may be combined with work related to a Stormwater System Development Charge.**

9) Building Department

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

Ordinance Updates: An updated floodplain ordinance was sent to Town staff on January 31st. CBBEL has completed our draft updates to the Stormwater Ordinance and Technical Standards Manual. The documents will be provided for the Town to review soon.

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

Sincerely,



C, CPMSM

Senior Civil Engineer

L060015 Council Report 061224.docx

CC: Planning Director
Director of Operations
Building Administrator
Town Attorney

Attachments: Project Status Report
All Projects Schedule

Town of Cedar Lake – Project Status Report

Christopher B. Burke Engineering, LLC

updated 06/12/24

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
060015.00001	Town Council	n/a	Town Council Report for 06/18/24 meeting	Completed	06/12/24
060015.00002	Plan Commission	n/a	Plan Reviews & LOC Inspections	Plan Commission Meetings and Review of Plan Applications. See letter for details.	ongoing
060015.00003	Stormwater Management Board	n/a	Review and reporting concerning agenda action items	Reviewing items as requested and reporting status to Storm Board. See letter for details.	ongoing, as requested
060015.00006	Stormwater Cost of Services Study	n/a	ERU calculation review	Ongoing review of ERU calculations for parcels requested by Town.	ongoing, as requested
220178	Cedar Lake Dredging Project	\$71,620 (annual)	Construction Observation	<p>Dredge America is in the process of removing all equipment from the lake. All pipe has been removed from the lake. The booster and dredge barges are now located near Pine Crest Marina awaiting removal that will most likely begin this Friday. The dredge and other equipment will be removed from the Town and be transported to another job. We expect Dredge America to return in +/- 2 months to complete remaining demobilization activities including but not limited to remaining pipe removal, restoration activities in all laydown yards/pipeline corridor/SDF site, etc.</p> <p>Effluent testing required by IDEM has been terminated as this permit will expire in July. As previously noted, operation of the Sediment Dewatering Facility will be transferred to the Town once the project is formally closed. As-built survey of the 2024 dredge areas have been provided to CBBEL and is currently under review.</p> <p>CBBEL provided Pay Application #8 to the Town on June 7th (\$338,557.35) to release retainage for the contract to-date. Remaining demobilization payments will be released after all punch list items have been addressed by Dredge America. This punch list will be completed over the next month.</p> <p>– 06/12/24 Council Report for details.</p>	ongoing
230324	Morse/Constitution Watermain Project	\$210,100 (combined)	Construction Observation	Water quality information from both Paradise Cove wells was received from MicroBac on May 29 th . Construction permit applications and supporting documentation for	ongoing

Town of Cedar Lake – Project Status Report

Christopher B. Burke Engineering, LLC

updated 06/12/24

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
				the Paradise Cove well upgrades, Paradise Cove chemical treatment, and Morse Street Watermain extension were provided to IDEM on June 12 th for review. – 06/12/24 Council Report for details.	
230324	Shades Subdivision Project	\$210,100 (combined)	Construction Observation	<p>All storm sewer within Phase 2 limits has been installed. An unmarked storm sewer was found near the doctor's office at 140th Avenue and Morse Street. Public Works has camera'd the line and we are considering options to tie it into the project. The project moved to the road digout phase on June 10th and will continue for the next few weeks.</p> <p>Based on the lack of communication with the Veldkamp parcel, this portion of the project has been removed. The Phase 1B portion of the project has a 75 working day requirement to substantial completion and 90 working days to final completion. – see 06/12/24 Council Report for details.</p>	ongoing
090043	MS4 Coordination	\$19,400 (annual)	MS4 Coordination Services & Development	<p>CBBEL held a MS4/SESC workshop on May 21st at Town Hall that covered responsibilities while operating under the IDEM Construction Stormwater General Permit. There were 21 people in attendance. – see 06/12/24 Council Report for details.</p>	ongoing

Cedar Lake All Projects' Schedules

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