
July 2, 2024

ALL TOWN FUNDS \$1,349,963.66

WASTEWATER OPERATING \$61,749.75

2010 B WATER BOND \$1,931.25

WATER UTILITY \$29,392.49

STORM WATER \$19,931.03

PAYROLL 6/20/24 & 7/1/24 \$315,127.77

Town of Cedar Lake

Office of the Town Manager

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

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



TAG DAY REQUEST – APPLICATION FORM

Name of Organization: Hanover Central Middle School Cheerleading

Address: 10631 W 141st Ave, Cedar Lake

Phone: [REDACTED] Fax: _____

Contact Person:

Name: [REDACTED]

Date of Tag Day Request (do not request a rain date):

1st Choice: September 21, 2024 2nd Choice: July 27, 2024

Explain Nature of Tag Day: We are hoping to raise money for our competition registrations, gear, and equipment. We will have a parent with each cheerleader in organized timeslots. The cheerleaders will hold signs while the parents collect the donations.

List Locations of Tag Day: Parrish and 133rd as well as Morse and 133rd.

On a separate sheet of paper, list the individuals participating in the activity on behalf of the organization. All solicitation activities permitted are to start no earlier than 8:00 am and finish in four (4) consecutive hours. All solicitation activities will be completed by 1:00 pm on the approved day, regardless of the time of commencement.

**PROOF OF INSURANCE MUST BE SUBMITTED WITH THIS REQUEST.
INCOMPLETE REQUESTS WILL BE RETURNED.**

[REDACTED]
Signature of Contact Person

6/26/2024
Date

FOR OFFICE USE ONLY

Date Received: 6/26/24 Approximate Time: 11:35

Received by (Name/Title): [REDACTED]

Date Approved by Town Council: _____

Date Contact Person Notified of Approval: _____ Notified via (circle one): Email – Phone – Letter



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/25/2024

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 World Insurance Associates, LLC 216 E Joliet St. Crown Point, IN 46307	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Insurance Corporation		42404
INSURED Hanover Community School Corp 14525 Wicker Avenue Cedar Lake, IN 46303	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB7Z51292738021	1/1/2024	1/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Town of Cedar Lake is an Additional Insured with respect to General Liability coverage per written contract for TAG Day Event.

CERTIFICATE HOLDER Town of Cedar Lake P.O. Box 707 Cedar Lake, IN 46303	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
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TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1490

AN ORDINANCE AMENDING TOWN ORDINANCE NO.: 246, BEING: “AN ORDINANCE FOR THE ENACTMENT OF PROCEDURES ON UNSAFE BUILDINGS TO BE KNOWN AS “THE UNSAFE BUILDINGS ORDINANCE” OF THE TOWN OF CEDAR LAKE, INDIANA”, PERTAINING TO THE ESTABLISHMENT OF POLICIES AND PROCEDURES FOR IDENTIFYING, ADDRESSING AND ABATING UNSAFE BUILDINGS LOCATED WITHIN THE TOWN OF CEDAR LAKE, INDIANA; AND REPEALING ALL ORDINANCES AND TOWN CODE PROVISIONS, OR PARTS THEREOF, IN CONFLICT HEREWITH, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town Board of Trustees of the Town of Cedar Lake, Lake County, Indiana, on September 13, 1978, adopted its Town Ordinance No. 246, being an Ordinance pertaining to the enactment of procedures on unsafe buildings to be known as the “Unsafe Buildings Ordinance of the Town of Cedar Lake, Indiana”; and

WHEREAS, the Town Board of Trustees of the Town of Cedar Lake, Lake County, Indiana, on June 11, 1980, adopted its Town Ordinance No. 291, being an Ordinance pertaining to the amendment of the Town of Cedar Lake procedures on unsafe buildings located in the Town of Cedar Lake, Indiana; and

WHEREAS, the Town Board of Trustees and later, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter collectively referred to as the “Town Council”), further amended Town Ordinance No. 291 through the enactment of Town Ordinance Nos. 297, 1000, and 1177 all of which amendments amended the Town of Cedar Lake procedures on unsafe buildings located in the Town of Cedar Lake, Indiana; and

WHEREAS, the Town Council, upon its further review of Town Ordinance No. 246, and all amendments related thereto pertaining to policies and procedures on unsafe buildings located in the Town of Cedar Lake, Indiana, together with the current Indiana Unsafe Building Law, which is codified at I.C. § 36-7-9, *et seq* (hereinafter the “Unsafe Building Law”), and has determined that the provisions and procedures of the Town related to unsafe buildings located within the Town of Cedar Lake, Indiana, are in need of updating to ensure the same are compliant with the current Indiana Unsafe Building Law; and

WHEREAS, the Town Council, based upon its further review, has now determined that the provisions of Town Ordinance No. 246, and all amendments related thereto pertaining to policies and procedures for unsafe buildings located within the Town should be amended and updated to ensure the same are compliant with the current Indiana Unsafe Building Law; and

WHEREAS, the Town Council has been informed and advised that the average processing expenses identified in Town Ordinance No. 1177 are outdated and in need of revisions and consequently the Town Council has directed Town Staff to study and analyze the average processing expense identified in Town Ordinance No. 1177 to determine the necessity of updates to such average processing expense in accordance with I.C. § 36-7-9-12(2); and

WHEREAS, the Town Council, after studying the current average processing expense, has determined that it is necessary and appropriate to update these average processing expenses to accurately reflect that average costs incurred by the Town of Cedar Lake when demolition actions are taken related to unsafe buildings within the Town of Cedar Lake; and

WHEREAS, the Town Council, based upon its assessment and determination that the current Town Unsafe Building Ordinance does not accurately reflect the current Unsafe Building Law now agrees and concludes Town Ordinance 246, and all amendments thereto, should be amended, restate, repealed, stricken, and wholly replaced as set forth herein.

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

SECTION ONE: That Town Ordinance No. 246, adopted by the Town Board of Trustees of the Town of Cedar Lake, Lake County, Indiana, the thirteenth day of September, 1978; Town Ordinance No. 291, adopted by the Town Board of Trustees of the Town of Cedar Lake, Lake County, Indiana, the eleventh day of June, 1980; Town Ordinance Number 297, adopted by the Town Board of Trustees of the Town of Cedar Lake, Lake County, Indiana; Town Ordinance No. 1000, adopted by the Town Council of the Town of Cedar Lake, Lake County, Indiana, the first day of May, 2007 and each of them, be, and are hereby, repealed, and replaced in their entirety except as set forth hereinafter and Town Ordinance No. 1177, adopted by the Town Council of the Town of Cedar Lake, Lake County, Indiana, the twentieth day of August, 2013, amended to update the average processing expense of the Town of Cedar Lake, as follows and that any future changes and amendments in I.C. § 36-7-9 *et seq.*, hereinafter are likewise amended and incorporated herein.

SECTION TWO: That the Town of Cedar Lake, Lake County, Indiana, Unsafe Building Ordinance herein, as amended and restate, hereby fully incorporates, by reference the entirety of the Indiana Unsafe Building Law codified at 36-7-9, *et seq.*, as amended from time to time. A copy of the current provisions of the Indiana Unsafe Building Law are attached hereto and marked as "Exhibit A", which is fully incorporated herein and made a part hereof and that any future changes and amendments in I.C. § 36-7-9 *et seq.*, hereinafter are likewise amended and incorporated herein.

SECTION THREE: That I.C. § 36-7-9-14 pertaining to the creation of the creation of the Unsafe Building Fund; Deposits and Expenditures was previously adopted by the Town Council; the Town Council hereby ratifies, reaffirms and reestablishes the Unsafe Building Fund in accordance with the applicable provisions of I.C. § 36-7-9-14 and that any future changes and amendments in I.C. § 36-7-9 *et seq.*, hereinafter are likewise amended and incorporated herein.

SECTION FOUR: That the average processing expense determination made by the Town Council in Town Ordinance No. 1177 is hereby amended and updated on the attached "Exhibit B", which is fully incorporated herein and made a part hereof.

SECTION FIVE: That all existing Ordinances, and Town Code provisions, 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 SIX: That if any section, clause, provision, or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision, or portion of this Ordinance.

SECTION SEVEN: That this Ordinance shall take effect, and be in full force and effect, from and after its passage and adoption by the Town Council of the Town of Cedar Lake, Lake County, Indiana, 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

IC 36-7-9**Chapter 9. Unsafe Building Law**

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36-7-9-25	Manner of serving notice
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IC 36-7-9-1 Application of chapter

Sec. 1. This chapter applies to each consolidated city and its county. This chapter also applies to any other municipality or county that adopts an ordinance under section 3 of this chapter.

[Pre-Local Government Recodification Citation: 18-5-5.5-1 part.]

As added by Acts 1981, P.L.309, SEC.28. Amended by Acts 1982, P.L.33, SEC.33.

IC 36-7-9-2 Definitions

Sec. 2. As used in this chapter:

"Community organization" means a citizen's group, neighborhood association, neighborhood development corporation, or similar organization that:

(1) has specific geographic boundaries defined in its bylaws or articles of incorporation



- and contains at least forty (40) households within those boundaries;
- (2) is a nonprofit corporation that is representative of at least twenty-five (25) households or twenty percent (20%) of the households in the community, whichever is less;
- (3) is operated primarily for the promotion of social welfare and general neighborhood improvement and enhancement;
- (4) has been incorporated for at least two (2) years; and
- (5) is exempt from taxation under Section 501(c)(3) or 501(c)(4) of the Internal Revenue Code.

"Continuous enforcement order" means an order that:

- (1) is issued for compliance or abatement and that remains in full force and effect on a property without further requirements to seek additional:
 - (A) compliance and abatement authority; or
 - (B) orders for the same or similar violations;
- (2) authorizes specific ongoing compliance and enforcement activities if a property requires reinspection or additional periodic abatement;
- (3) can be enforced, including assessment of fees and costs, without the need for additional notice or hearing; and
- (4) authorizes the enforcement authority to assess and collect ongoing costs for continuous enforcement order activities from any party that is subject to the enforcement authority's order.

"Department" refers to the executive department authorized by ordinance to administer this chapter. In a consolidated city, this department is the department of code enforcement subject to IC 36-3-4-23.

"Enforcement authority" refers to the chief administrative officer of the department, except in a consolidated city. In a consolidated city, the division of development services is the enforcement authority, subject to IC 36-3-4-23.

"Hearing authority" refers to a person or persons designated as such by the executive of a city or county, or by the legislative body of a town. However, in a consolidated city, the director of the department or a person designated by the director is the hearing authority. An employee of the enforcement authority may not be designated as the hearing authority.

"Known or recorded fee interest, life estate interest, or equitable interest of a contract purchaser" means any fee interest, life estate interest, or equitable interest of a contract purchaser held by a person whose identity and address may be determined from:

- (1) an instrument recorded in the recorder's office of the county where the unsafe premises is located;
- (2) written information or actual knowledge received by the department (or, in the case of a consolidated city, the enforcement authority); or
- (3) a review of department (or, in the case of a consolidated city, the enforcement authority) records that is sufficient to identify information that is reasonably ascertainable.

"Known or recorded substantial property interest" means any right in real property, including a fee interest, a life estate interest, a future interest, a mortgage interest, a lien as evidenced by a certificate of sale issued under IC 6-1.1-24, or an equitable interest of a contract purchaser, that:

- (1) may be affected in a substantial way by actions authorized by this chapter; and
- (2) is held by a person whose identity and address may be determined from:
 - (A) an instrument recorded in:
 - (i) the recorder's office of the county where the unsafe premises is located; or
 - (ii) the office of the county auditor of the county where the unsafe premises are located in the case of a lien evidenced by a certificate of sale issued under IC 6-1.1-24;
 - (B) written information or actual knowledge received by the department (or, in the

case of a consolidated city, the enforcement authority); or
(C) a review of department (or, in the case of a consolidated city, the enforcement authority) records that is sufficient to identify information that is reasonably ascertainable.

"Substantial property interest" means any right in real property that may be affected in a substantial way by actions authorized by this chapter, including a fee interest, a life estate interest, a future interest, a mortgage interest, or an equitable interest of a contract purchaser.

[Pre-Local Government Recodification Citations: 18-5-5.5-2(b); 18-5-5.5-2(c); 18-5-5.5-2(g); 18-5-5.5-2(j).]

As added by Acts 1981, P.L.309, SEC.28. Amended by P.L.59-1986, SEC.4; P.L.177-2003, SEC.3; P.L.169-2006, SEC.59; P.L.88-2009, SEC.7; P.L.73-2010, SEC.10; P.L.66-2014, SEC.25.

IC 36-7-9-3 Ordinances adopting this chapter

Sec. 3. The legislative body of a municipality or county may adopt this chapter by ordinance. The ordinance must specify the executive department of the unit responsible for the administration of this chapter or establish such a department. However, in a municipality in which a commissioner of buildings was appointed to administer IC 18-5-5 (before its repeal on September 1, 1981), the commissioner of buildings is responsible for the administration of this chapter. The ordinance must also incorporate by reference the definition of "substantial property interest" in this chapter.

[Pre-Local Government Recodification Citation: 18-5-5.5-1(b) part.]

As added by Acts 1981, P.L.309, SEC.28. Amended by Acts 1982, P.L.33, SEC.34; P.L.3-1990, SEC.126.

IC 36-7-9-4 Unsafe buildings and unsafe premises described

Sec. 4. (a) For purposes of this chapter, a building or structure, or any part of a building or structure, that is:

- (1) in an impaired structural condition that makes it unsafe to a person or property;
- (2) a fire hazard;
- (3) a hazard to the public health;
- (4) a public nuisance;
- (5) dangerous to a person or property because of a violation of a statute or ordinance concerning building condition or maintenance; or
- (6) vacant or blighted and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or an ordinance;

is considered an unsafe building.

(b) For purposes of this chapter, the following are considered unsafe premises:

- (1) An unsafe building and the tract of real property on which the unsafe building is located.
- (2) A tract of real property, not including land used for production agriculture, that does not contain a building or structure or contains a building or structure that is not considered an unsafe building, if the tract of real property is:
 - (A) a fire hazard;
 - (B) a hazard to public health;
 - (C) a public nuisance; or
 - (D) dangerous to a person or property because of a violation of a statute or an ordinance.

[Pre-Local Government Recodification Citation: 18-5-5.5-1(b) part.]

As added by Acts 1981, P.L.309, SEC.28. Amended by P.L.14-1991, SEC.9; P.L.66-2005, SEC.1; P.L.66-2014, SEC.26; P.L.164-2019, SEC.6.

IC 36-7-9-4.5 Legislative findings; vacant or deteriorated structures

Sec. 4.5. (a) In Indiana, especially in urban areas, there exist a large number of unoccupied structures that are not maintained and that constitute a hazard to public health, safety, and welfare.

(b) Vacant structures often become dilapidated because the structures are not maintained and repaired by the owners or persons in control of the structures.

(c) Vacant structures attract children, become harborage for vermin, serve as temporary abodes for vagrants and criminals, and are likely to be damaged by vandals or set ablaze by arsonists.

(d) Unkept grounds surrounding vacant structures invite dumping of garbage, trash, and other debris.

(e) Many vacant structures are situated on narrow city lots and in close proximity to neighboring structures, thereby increasing the risk of conflagration and spread of insect and rodent infestation.

(f) Vacant, deteriorated structures contribute to blight, cause a decrease in property values, and discourage neighbors from making improvements to properties.

(g) Structures that remain boarded up for an extended period of time also exert a blighting influence and contribute to the decline of the neighborhood by decreasing property values, discouraging persons from moving into the neighborhood, and encouraging persons to move out of the neighborhood.

(h) Vacant structures often continue to deteriorate to the point that demolition of the structure is required, thereby decreasing available housing in a community and further contributing to the decline of the neighborhood.

(i) The blighting influence of vacant, deteriorated structures adversely affects the tax revenues of local government.

(j) The general assembly finds that vacant, deteriorated structures create a serious and substantial problem in urban areas and are public nuisances.

(k) In recognition of the problems created in a community by vacant structures, the general assembly finds that vigorous and disciplined action should be taken to ensure the proper maintenance and repair of vacant structures and encourages local governmental bodies to adopt maintenance and repair standards appropriate for the community in accordance with this chapter and other statutes.

As added by P.L.14-1991, SEC.10. Amended by P.L.1-1992, SEC.186.

IC 36-7-9-5 Orders; contents; notice; expiration

Sec. 5. (a) The enforcement authority may issue an order requiring action relative to any unsafe premises, including:

- (1) vacating of an unsafe building;
- (2) sealing an unsafe building against intrusion by unauthorized persons, in accordance with a uniform standard established by ordinance;
- (3) extermination of vermin in and about the unsafe premises;
- (4) removal of trash, debris, fire hazardous material, or a public health hazard in and about the unsafe premises;
- (5) repair or rehabilitation of an unsafe building to bring it into compliance with standards for building condition or maintenance required for human habitation, occupancy, or use by a statute, a rule adopted under IC 4-22-2, or an ordinance;
- (6) demolition and removal of part of an unsafe building;
- (7) demolition and removal of an unsafe building if:
 - (A) the general condition of the building warrants removal; or
 - (B) the building continues to require reinspection and additional abatement action after an initial abatement action was taken pursuant to notice and an order; and
- (8) requiring, for an unsafe building that will be sealed for a period of more than ninety (90) days:
 - (A) sealing against intrusion by unauthorized persons and the effects of weather;

(B) exterior improvements to make the building compatible in appearance with other buildings in the area; and

(C) continuing maintenance and upkeep of the building and premises;

in accordance with standards established by ordinance.

Notice of the order must be given under section 25 of this chapter. The ordered action must be reasonably related to the condition of the unsafe premises and the nature and use of nearby properties. The order supersedes any permit relating to building or land use, whether that permit is obtained before or after the order is issued.

(b) The order must contain the following:

(1) The name of the person to whom the order is issued.

(2) The legal description or address of the unsafe premises that are the subject of the order.

(3) The action that the order requires.

(4) The period of time in which the action is required to be accomplished, measured from the time when the notice of the order is given.

(5) If a hearing is required, a statement indicating the exact time and place of the hearing, and stating that person to whom the order was issued is entitled to appear at the hearing with or without legal counsel, present evidence, cross-examine opposing witnesses, and present arguments.

(6) If a hearing is not required, a statement that an order under subsection (a)(2), (a)(3), (a)(4), or (a)(5) becomes final ten (10) days after notice is given, unless a hearing is requested in writing by a person holding a fee interest, life estate interest, or equitable interest of a contract purchaser in the unsafe premises, and the request is delivered to the enforcement authority before the end of the ten (10) day period.

(7) A statement briefly indicating what action can be taken by the enforcement authority if the order is not complied with.

(8) A statement indicating the obligation created by section 27 of this chapter relating to notification of subsequent interest holders and the enforcement authority.

(9) The name, address, and telephone number of the enforcement authority.

(10) A statement that the hearing authority may determine the property to be abandoned as provided in IC 36-7-37.

(c) The order must allow a sufficient time, of at least ten (10) days, but not more than sixty (60) days, from the time when notice of the order is given, to accomplish the required action. If the order allows more than thirty (30) days to accomplish the action, the order may require that a substantial beginning be made in accomplishing the action within thirty (30) days.

(d) The order expires two (2) years from the day the notice of the order is given, unless one (1) or more of the following events occurs within that two (2) year period:

(1) A complaint requesting judicial review is filed under section 8 of this chapter.

(2) A contract for action required by the order is let at public bid under section 11 of this chapter.

(3) A civil action is filed under section 17 of this chapter.

(e) If the order contains a statement under subsection (a)(6) or (a)(7), notice of the order shall be given to each person with a known or recorded substantial property interest.

[Pre-Local Government Recodification Citations: 18-5-5.5-2(h); 18-5-5.5-2(i).]

As added by Acts 1981, P.L.309, SEC.28. Amended by P.L.59-1986, SEC.5; P.L.14-1991, SEC.11; P.L.177-2003, SEC.4; P.L.88-2006, SEC.8; P.L.88-2009, SEC.8; P.L.1-2010, SEC.149; P.L.203-2013, SEC.27; P.L.247-2015, SEC.41.

IC 36-7-9-6 Modification or rescission of orders

Sec. 6. (a) The enforcement authority may issue an order that modifies the order previously issued.

(b) The enforcement authority may rescind an order previously issued, even if the order

has been affirmed by the hearing authority.

[Pre-Local Government Recodification Citations: 18-5-5.5-3; 18-5-5.5-4.]

As added by Acts 1981, P.L.309, SEC.28. Amended by P.L.59-1986, SEC.6.

IC 36-7-9-7 Hearings; hearing authority findings and action; additional period for ordered actions; continuous enforcement order; performance bond; record of findings; collection of penalties

Sec. 7. (a) A hearing must be held relative to each order of the enforcement authority, except for an order issued under section 5(a)(2), 5(a)(3), 5(a)(4), 5(a)(5), or 7.5 of this chapter. An order issued under section 5(a)(2), 5(a)(3), 5(a)(4), 5(a)(5), or 7.5 of this chapter becomes final ten (10) days after notice is given, unless a hearing is requested before the ten (10) day period ends by a person holding a fee interest, life estate interest, mortgage interest, or equitable interest of a contract purchaser in the unsafe premises. The hearing shall be conducted by the hearing authority.

(b) The hearing shall be held on a business day no earlier than ten (10) days after notice of the order is given. The hearing authority may, however, take action at the hearing, or before the hearing if a written request is received by the enforcement authority not later than five (5) days after notice is given, to continue the hearing to a business day not later than fourteen (14) days after the hearing date shown on the order. Unless the hearing authority takes action to have the continued hearing held on a definite, specified date, notice of the continued hearing must be given to the person to whom the order was issued at least five (5) days before the continued hearing date, in the manner prescribed by section 25 of this chapter. If the order being considered at the continued hearing was served by publication, it is sufficient to give notice of the continued hearing by publication unless the enforcement authority has received information in writing that enables it to make service under section 25 of this chapter by a method other than publication.

(c) The person to whom the order was issued, any person having a substantial property interest in the unsafe premises that are the subject of the order, or any other person with an interest in the proceedings may appear in person or by counsel at the hearing. Each person appearing at the hearing is entitled to present evidence, cross-examine opposing witnesses, and present arguments.

(d) At the conclusion of any hearing at which a continuance is not granted, the hearing authority may make findings and take action to:

- (1) affirm the order;
- (2) rescind the order; or
- (3) modify the order, but unless the person to whom the order was issued, or counsel for that person, is present at the hearing, the hearing authority may modify the order in only a manner that makes its terms less stringent.

(e) In addition to affirming the order, in those cases in which the hearing authority finds that there has been a willful failure to comply with the order, the hearing authority may impose a civil penalty in an amount not to exceed five thousand dollars (\$5,000). The effective date of the civil penalty may be postponed for a reasonable period, after which the hearing authority may order the civil penalty reduced or stricken if the hearing authority is satisfied that all work necessary to fully comply with the order has been done. For purposes of an appeal under section 8 of this chapter or enforcement of an order under section 17 of this chapter, action of the hearing authority is considered final upon the affirmation of the order, even though the hearing authority may retain jurisdiction for the ultimate determination related to the civil penalty. In the hearing authority's exercise of continuing jurisdiction, the hearing authority may, in addition to reducing or striking the civil penalty, impose one (1) or more additional civil penalties in an amount not to exceed five thousand dollars (\$5,000) per civil penalty. An additional civil penalty may be imposed if the hearing authority finds that:

- (1) significant work on the premises to comply with the affirmed order has not been

accomplished; and

(2) the premises have a negative effect on property values or the quality of life of the surrounding area or the premises require the provision of services by local government in excess of the services required by ordinary properties.

The hearing authority may not impose an additional civil penalty in a hearing to review a civil penalty imposed by the enforcement authority under section 7.5 of this chapter.

(f) If, at a hearing, a person to whom an order has been issued requests an additional period to accomplish action required by the order, and shows good cause for this request to be granted, the hearing authority may grant the request. However, as a condition for allowing the additional period, the hearing authority may require that the person post a performance bond to be forfeited if the action required by the order is not completed within the additional period.

(g) If an order is affirmed or modified, the hearing authority shall issue a continuous enforcement order (as defined in section 2 of this chapter).

(h) The board or commission having control over the department shall, at a public hearing, after having given notice of the time and place of the hearing by publication in accordance with IC 5-3-1, adopt a schedule setting forth the maximum amount of performance bonds applicable to various types of ordered action. The hearing authority shall use this schedule to fix the amount of the performance bond required under subsection (f).

(i) The record of the findings made and action taken by the hearing authority at the hearing shall be available to the public upon request. However, neither the enforcement authority nor the hearing authority is required to give any person notice of the findings and action.

(j) If a civil penalty under subsection (e) is unpaid for more than fifteen (15) days after payment of the civil penalty is due, the civil penalty may be collected from any person against whom the hearing officer assessed the civil penalty or fine. A civil penalty or fine may be collected under this subsection in the same manner as costs under section 13 or 13.5 of this chapter. The amount of the civil penalty or fine that is collected shall be deposited in the unsafe building fund.

[Pre-Local Government Recodification Citations: 18-5-5.5-6; 18-5-5.5-7.]

As added by Acts 1981, P.L.309, SEC.28. Amended by Acts 1981, P.L.45, SEC.26; P.L.59-1986, SEC.7; P.L.14-1991, SEC.12; P.L.177-2003, SEC.5; P.L.169-2006, SEC.60; P.L.88-2009, SEC.9; P.L.247-2015, SEC.42.

IC 36-7-9-7.5 Noncompliance with order to repair or rehabilitate unsafe building; civil penalties

Sec. 7.5. (a) This section applies to an order issued under section 5(a)(5) of this chapter for which a hearing was not requested as provided in section 7 of this chapter.

(b) If the person to whom the order was issued fails or refuses to comply with the order within sixty (60) days or the time specified in the order, the enforcement authority may impose a civil penalty not to exceed two thousand five hundred dollars (\$2,500). The enforcement authority shall give notice of the civil penalty to all persons with a known or recorded substantial property interest in the unsafe premises.

(c) After a civil penalty is imposed under subsection (b), the enforcement authority may impose an additional civil penalty in an amount not to exceed one thousand dollars (\$1,000) every ninety (90) days if the person to whom the order was issued continues to fail or refuse to comply with the order.

(d) If a civil penalty under this section is unpaid for more than fifteen (15) days after payment of the civil penalty is due, the civil penalty may be collected in the same manner as costs under section 13 or 13.5 of this chapter. The amount of the civil penalty that is collected shall be deposited in the unsafe building fund.

As added by P.L.247-2015, SEC.43.

IC 36-7-9-8 Appeals

Sec. 8. (a) An action taken by the hearing authority under section 7(d), 7(e), or 9(d) of this chapter or a finding by the hearing authority of abandonment under IC 36-7-37 is subject to review by the circuit or superior court of the county in which the unsafe premises are located, on request of:

- (1) any person who has a substantial property interest in the unsafe premises; or
- (2) any person to whom that order or finding was issued.

(b) A person requesting judicial review under this section must file a verified complaint including the findings of fact and the action taken by the hearing authority. The complaint must be filed within ten (10) days after the date when the action was taken.

(c) An appeal under this section is an action de novo. The court may affirm, modify, or reverse the action taken by the hearing authority.

[Pre-Local Government Recodification Citation: 18-5-5.5-9.]

As added by Acts 1981, P.L.309, SEC.28. Amended by P.L.169-2006, SEC.61; P.L.247-2015, SEC.44.

IC 36-7-9-9 Emergency action; recovery of costs; challenge of determination of emergency

Sec. 9. (a) If the enforcement authority finds it necessary to take emergency action concerning an unsafe premises in order to protect life, safety, or property, it may take that action without issuing an order or giving notice. However, this emergency action must be limited to removing any immediate danger.

(b) The department, acting through the enforcement authority, may recover the costs incurred by the enforcement authority in taking emergency action, by filing a civil action in the circuit court or superior court of the county against the persons who held a fee interest, life estate interest, or equitable interest of a contract purchaser in the unsafe premises at the time the enforcement authority found it necessary to take emergency action. The department is not liable for the costs of this civil action.

(c) If an unsafe premises poses an immediate danger to the life or safety of persons occupying or using nearby property, the enforcement authority may, without following this chapter's requirements for issuing an order and giving notice, take emergency action to require persons to vacate and not use the nearby property until the danger has passed. However, any person required to vacate an unsafe premises under this subsection may challenge in an emergency court proceeding the enforcement authority's determination that the premises poses an immediate danger to the life or safety of any person. In an emergency court proceeding, the enforcement authority has the burden of proving that emergency action is necessary to protect from immediate danger the life or safety of persons occupying or using nearby property.

(d) Instead of filing a civil action to recover the costs incurred by the enforcement authority in taking emergency action, the enforcement authority may set a hearing for the hearing authority to review the necessity of the emergency action and the amount of the costs of the emergency action. Notice of the hearing must be provided to each person with a known or recorded substantial property interest in the unsafe premises. If the emergency action or the costs of the emergency action are determined by the hearing authority to have been an abuse of discretion or otherwise unlawful, the hearing authority may reduce or deny the costs of the emergency action as warranted under the circumstances; otherwise, the hearing authority shall affirm the costs of the emergency action. The amount of the costs affirmed by the hearing authority may then be collected as provided in sections 12 through 13.5 of this chapter.

[Pre-Local Government Recodification Citation: 18-5-5.5-10.]

As added by Acts 1981, P.L.309, SEC.28. Amended by P.L.59-1986, SEC.8; P.L.247-2015, SEC.45.

IC 36-7-9-10 Action to enforce orders

Sec. 10. (a) The enforcement authority may cause the action required by an order issued under section 5(a)(2), 5(a)(3), 5(a)(4), or 5(a)(5) of this chapter to be performed by a contractor if:

- (1) the order has been served, in the manner prescribed by section 25 of this chapter, on each person having a known or recorded fee interest, life estate interest, or equitable interest of a contract purchaser in the unsafe premises that are the subject of the order;
- (2) the order has not been complied with;
- (3) a hearing was not requested under section 5(b)(6) of this chapter, or, if a hearing was requested, the order was affirmed at the hearing; and
- (4) the order is not being reviewed under section 8 of this chapter.

(b) The enforcement authority may cause the action required by an order, other than an order under section 5(a)(2), 5(a)(3), 5(a)(4), or 5(a)(5) of this chapter, to be performed if:

- (1) service of an order under section 5(a)(1) of this chapter, in the manner prescribed by section 25 of this chapter, has been made on each person having a known or recorded substantial property interest or present possessory interest in the unsafe premises that are the subject of the order;
- (2) service of an order under section 5(a)(6), 5(a)(7), or 5(a)(8) of this chapter, in the manner prescribed by section 25 of this chapter, has been made on each person having a known or recorded substantial property interest in the unsafe premises that are the subject of the order;
- (3) the order has been affirmed or modified at the hearing in such a manner that all persons having a known or recorded substantial property interest, and persons holding a present possessory interest, as required, in the unsafe premises that are the subject of the order are currently subject to an order requiring the accomplishment of substantially identical action;
- (4) the order, as affirmed or modified at the hearing, has not been complied with; and
- (5) the order is not being reviewed under section 8 of this chapter.

(c) If action is being taken under this section on the basis of an order that was served by publication, it is sufficient to serve the statement by publication and indicate that the enforcement authority intends to perform the work, unless the authority has received information in writing that enables it to make service under section 25 of this chapter by a method other than publication.

[Pre-Local Government Recodification Citation: 18-5-5.5-13.]

As added by Acts 1981, P.L.309, SEC.28. Amended by P.L.59-1986, SEC.9; P.L.177-2003, SEC.6; P.L.169-2006, SEC.62.

IC 36-7-9-11 Liability for costs for performance of work required by orders

Sec. 11. (a) The work required by an order of the enforcement authority may be performed in the following manner:

- (1) If the work is being performed under an order other than an order under section 5(a)(2), 5(a)(3), or 5(a)(4) of this chapter, and if the cost of this work is estimated to be less than ten thousand dollars (\$10,000), the department, acting through the unit's enforcement authority or other agent, may perform the work by means of the unit's own workers and equipment owned or leased by the unit. Notice that this work is to be performed must be given to all persons with a known or recorded substantial property interest, in the manner prescribed in subsection (c), at least ten (10) days before the date of performance of the work by the enforcement authority. This notice must include a statement that an amount representing a reasonable estimate of the cost incurred by the enforcement authority in processing the matter and performing the work may, if not paid, be recorded after a hearing as a lien against all persons having a fee interest, life estate interest, or equitable interest of a contract purchaser in the unsafe premises.
- (2) If the work is being performed under an order other than an order under section

5(a)(2), 5(a)(3), or 5(a)(4) of this chapter, and if the estimated cost of this work is ten thousand dollars (\$10,000) or more, this work must be let at public bid to a contractor licensed and qualified under law. The obligation to pay costs imposed by section 12 of this chapter is based on the condition of the unsafe premises at the time the public bid was accepted. Changes occurring in the condition of the unsafe premises after the public bid was accepted do not eliminate or diminish this obligation.

(3) If the work is being performed under an order issued under section 5(a)(2), 5(a)(3), or 5(a)(4) of this chapter, the work may be performed by a contractor who has been awarded a base bid contract to perform the work for the enforcement authority, or by the department, acting through the unit's enforcement authority or other governmental agency and using the unit's own workers and equipment owned or leased by the unit. Work performed under an order issued under section 5(a)(2), 5(a)(3), or 5(a)(4) of this chapter may be performed without further notice to the persons holding a fee interest, life estate interest, or equitable interest of a contract purchaser, and these persons are liable for the costs incurred by the enforcement authority in processing the matter and performing the work, as provided by section 12 of this chapter.

(b) Bids may be solicited and accepted for work on more than one (1) property if the bid reflects an allocation of the bid amount among the various unsafe premises in proportion to the work to be accomplished. The part of the bid amount attributable to each of the unsafe premises constitutes the basis for calculating the part of the costs described by section 12(a)(1) of this chapter.

(c) All persons who have a known or recorded substantial property interest in the unsafe premises and are subject to an order other than an order under section 5(a)(2), 5(a)(3), or 5(a)(4) of this chapter must be notified about the public bid in the manner prescribed by section 25 of this chapter, by means of a written statement including:

- (1) the name of the person to whom the order was issued;
- (2) a legal description or address of the unsafe premises that are the subject of the order;
- (3) a statement that a contract is to be let at public bid to a licensed contractor to accomplish work to comply with the order;
- (4) a description of work to be accomplished;
- (5) a statement that both the bid price of the licensed contractor who accomplishes the work and an amount representing a reasonable estimate of the cost incurred by the enforcement authority in processing the matter of the unsafe premises may, if not paid, be recorded after a hearing as a lien against all persons having a fee interest, life estate interest, or equitable interest of a contract purchaser in the unsafe premises;
- (6) the time of the bid opening;
- (7) the place of the bid opening; and
- (8) the name, address, and telephone number of the enforcement authority.

(d) If the notice of the statement that public bids are to be let is served by publication, the publication must include the information required by subsection (c), except that it need only include a general description of the work to be accomplished. The publication must also state that a copy of the statement of public bid may be obtained from the enforcement authority.

(e) Notice of the statement that public bids are to be let must be given, at least ten (10) days before the date of the public bid, to all persons who have a known or recorded substantial property interest in the property and are subject to an order other than an order under section 5(a)(2), 5(a)(3), or 5(a)(4) of this chapter.

(f) If action is being taken under this section on the basis of an order that was served by publication, it is sufficient to serve the statement that public bids are to be let by publication, unless the enforcement authority has received information in writing that enables the unit to make service under section 25 of this chapter by a method other than publication.

[Pre-Local Government Recodification Citation: 18-5-5.5-15 part.]

As added by Acts 1981, P.L.309, SEC.28. Amended by P.L.59-1986, SEC.11; P.L.255-1996,

IC 36-7-9-12 Liability for cost of emergency action taken or performance of work required by orders

Sec. 12. (a) When action required by an order is performed by the enforcement authority or by a contractor acting under section 9 or 11 of this chapter, each person who held a fee interest, life estate interest, or equitable interest of a contract purchaser in the unsafe premises from the time when the order requiring the work performed was issued to the time that the work was completed, or, if emergency action was taken under section 9 of this chapter, during the time of such emergency action, is jointly and severally responsible for the following costs:

(1) The:

(A) actual cost of the emergency action taken, as affirmed by the hearing authority; or

(B) actual cost of the work performed by the enforcement authority or the bid price of work accomplished by the contractor under section 11 of this chapter.

(2) An amount that represents a reasonable forecast of the average processing expense that will be incurred by the enforcement authority in taking the technical, administrative, and legal actions concerning typical unsafe premises that are necessary under this chapter so that the action required by an order may be performed by a contractor under section 9 or 11 of this chapter. In calculating the amount of the average processing expense, the following costs may be considered:

(A) The cost of obtaining reliable information about the identity and location of persons who own a substantial property interest in the unsafe premises.

(B) The cost of notice of orders, notice of statements of rescission, notice of continued hearing, notice of statements that public bids are to be let or that the enforcement authority intends to accomplish the work, and notice that a hearing may be held on the amounts indicated in the record, in accordance with section 25 of this chapter.

(C) Salaries for employees.

(D) The cost of supplies, equipment, and office space.

(b) The board or commission having control over the department shall determine the amount of the average processing expense at the public hearing, after notice has been given in the same manner as is required for other official action of the board or commission. In determining the average processing expense, the board or commission may fix the amount at a full dollar amount that is an even multiple of ten (10).

[Pre-Local Government Recodification Citation: 18-5-5.5-15 part.]

As added by Acts 1981, P.L.309, SEC.28. Amended by P.L.59-1986, SEC.11; P.L.68-2010, SEC.4; P.L.247-2015, SEC.46.

IC 36-7-9-13 Notice of unpaid costs; filing with clerk of court; hearing; judgment lien

Sec. 13. (a) If all or any part of the costs listed in section 12 of this chapter remain unpaid for any unsafe premises (other than unsafe premises owned by a governmental entity) for more than fifteen (15) days after the completion of the work, the enforcement authority does not act under section 13.5 of this chapter, and the enforcement authority determines that there is a reasonable probability of obtaining recovery, the enforcement authority shall prepare a record stating:

(1) the name and last known address of each person who held a known or recorded fee interest, life estate interest, or equitable interest of a contract purchaser in the unsafe premises from the time the order requiring the work to be performed was recorded to the time that the work was completed;

(2) the legal description or address of the unsafe premises that were the subject of

work;

(3) the nature of the work that was accomplished;

(4) the amount of the unpaid bid price of the work that was accomplished; and

(5) the amount of the unpaid average processing expense.

(b) The enforcement authority, or its head, shall swear to the accuracy of the record before the clerk of the circuit court and deposit the record in the clerk's office. Notice that the record has been filed and that a hearing on the amounts indicated in the record may be held must be sent in the manner prescribed by section 25 of this chapter to all of the following:

(1) The persons named in the record.

(2) Any mortgagee that has a known or recorded substantial property interest.

(c) If, within thirty (30) days after the notice required by subsection (b), a person named in the record or a mortgagee files with the clerk of the circuit court a written petition objecting to the claim for payment and requesting a hearing, the clerk shall enter the cause on the docket of the circuit or superior court as a civil action, and a hearing shall be held on the question in the manner prescribed by IC 4-21.5. However, issues that could have been determined under section 8 of this chapter may not be entertained at the hearing. At the conclusion of the hearing, the court shall either sustain the petition or enter a judgment against the persons named in the record for the amounts recorded or for modified amounts.

(d) If no petition is filed under subsection (c), the clerk of the circuit court shall enter the cause on the docket of the court and the court shall enter a judgment for the amounts stated in the record.

(e) A judgment under subsection (c) or (d), to the extent that it is not satisfied under IC 27-2-15, is a debt and a lien on all the real and personal property of the person named, or a joint and several debt and lien on the real and personal property of the persons named in the record prepared under subsection (a). The lien on real property is perfected against all creditors and purchasers when the judgment is entered on the judgment docket of the court. The lien on personal property is perfected by filing a lis pendens notice in the appropriate filing office, as prescribed by the Indiana Rules of Trial Procedure.

(f) Judgments rendered under this section may be enforced in the same manner as all other judgments are enforced.

[Pre-Local Government Recodification Citation: 18-5-5.5-16 part.]

As added by Acts 1981, P.L.309, SEC.28. Amended by P.L.59-1986, SEC.12; P.L.7-1987, SEC.167; P.L.247-1989, SEC.3; P.L.31-1994, SEC.12; P.L.169-2006, SEC.64; P.L.159-2020, SEC.81.

IC 36-7-9-13.5 Unpaid costs for unsafe premises repairs or emergency actions taken; collection

Sec. 13.5. (a) This section does not apply to the collection of an amount if a court determines under section 13 of this chapter that the enforcement authority is not entitled to the amount.

(b) If:

(1) all or any part of the costs listed in section 12 of this chapter remain unpaid for any unsafe premises (other than unsafe premises owned by a governmental entity) for more than fifteen (15) days after completion of the work; or

(2) emergency action was taken under section 9 of this chapter, for more than fifteen (15) days after the costs of the emergency action have been affirmed by the hearing authority;

the enforcement authority may send notice under section 25 of this chapter to each person who held a known or recorded fee interest, life estate interest, or equitable interest of a contract purchaser in the unsafe premises. If the notice is sent, the enforcement authority shall also send notice to any mortgagee with a known or recorded substantial property interest. The notice must require full payment of the amount owed within thirty (30) days.

(c) If full payment of the amount owed is not made less than thirty (30) days after the

notice is delivered, the enforcement officer may certify the following information to the county auditor:

(1) The name of each person who held a known or recorded fee interest, life estate interest, or equitable interest of a contract purchaser in the unsafe premises.

(2) The description of the unsafe premises, as shown by the records of the county auditor.

(3) The amount of the delinquent payment, including all costs described in section 12 of this chapter.

(d) The county auditor shall place the total amount certified under subsection (c) on the tax duplicate for the affected property as a special assessment. The total amount, including accrued interest, shall be collected as delinquent taxes are collected.

(e) An amount collected under subsection (d), after all other taxes have been collected and disbursed, shall be disbursed to the unsafe building fund.

(f) A judgment entered under section 13, 19, 21, or 22 of this chapter may be certified to the auditor and collected under this section. However, a judgment lien need not be obtained under section 13 of this chapter before a debt is certified under this section.

As added by P.L.31-1994, SEC.13. Amended by P.L.169-2006, SEC.65; P.L.247-2015, SEC.47.

IC 36-7-9-14 Unsafe building fund; deposits and expenditures

Sec. 14. (a) The enforcement authority shall establish in its operating budget a fund designated as the unsafe building fund. Any balance remaining at the end of a fiscal year shall be carried over in the fund for the following year and does not revert to the general fund.

(b) Money for the unsafe building fund may be received from any source, including appropriations by local, state, or federal governments, and donations. The following money shall be deposited in the fund:

(1) Money received as payment for or settlement of obligations or judgments established under sections 9 through 13 and 17 through 22 of this chapter.

(2) Money received from bonds posted under section 7 of this chapter.

(3) Money received in satisfaction of receivers' notes or certificates that were issued under section 20 of this chapter and were purchased with money from the unsafe building fund.

(4) Money received for payment or settlement of civil penalties or fines imposed under section 7 of this chapter.

(5) Money received from the collection of special assessments under section 13.5 of this chapter.

(c) Money in the unsafe building fund may be used for the expenses incurred in carrying out the purposes of this chapter, including:

(1) the cost of obtaining reliable information about the identity and location of each person who owns a substantial property interest in unsafe premises;

(2) the cost of an examination of an unsafe building by a registered architect or registered engineer not employed by the department;

(3) the cost of surveys necessary to determine the location and dimensions of real property on which an unsafe building is located;

(4) the cost of giving notice of orders, notice of statements of rescission, notice of continued hearing, and notice of statements that public bids are to be let in the manner prescribed by section 25 of this chapter;

(5) the bid price of work by a contractor under section 10 or sections 17 through 22 of this chapter;

(6) the cost of emergency action under section 9 of this chapter; and

(7) the cost of notes or receivers' certificates issued under section 20 of this chapter.

(d) Payment of money from the unsafe building fund must be made in accordance with applicable law.

[Pre-Local Government Recodification Citation: 18-5-5.5-16 part.]
As added by Acts 1981, P.L.309, SEC.28. Amended by P.L.14-1991, SEC.13; P.L.31-1994, SEC.14; P.L.169-2006, SEC.66.

IC 36-7-9-15 Transfer of money to unsafe building fund

Sec. 15. The board or commission having control over the department may transfer all or part of the money in a building, demolition, repair, and contingent fund that was established by IC 18-5-5-7 (before its repeal on September 1, 1981) to the unsafe building fund.

[Pre-Local Government Recodification Citation: 18-5-5.5-17 part.]
As added by Acts 1981, P.L.309, SEC.28. Amended by P.L.3-1990, SEC.127.

IC 36-7-9-16 Inspection warrants

Sec. 16. (a) If the owners or those in possession of a building refuse inspection, an inspection officer of the enforcement authority may obtain an inspection warrant from any court of record in the county in which the building is located in order to determine if the building is an unsafe building. The court shall issue the warrant subject to the following conditions:

- (1) The person seeking the warrant must establish that the building to be searched or inspected is to be searched or inspected as part of a legally authorized program of inspection that naturally includes the building, or that there is probable cause for believing that a condition, object, activity, or circumstance legally justifies a search or inspection of that building.
- (2) An affidavit establishing one (1) of the grounds described in subdivision (1) must be signed under oath or affirmation by the affiant.
- (3) The court must examine the affiant under oath or affirmation to verify the accuracy of the affidavit.

(b) The warrant is valid only if it:

- (1) is signed by the judge of the court and bears the date and hour of its issuance above that signature, with a notation that the warrant is valid for only forty-eight (48) hours after its issuance;
- (2) describes (either directly or by reference to the affidavit) the building where the search or inspection is to occur so that the executor of the warrant and owner or the possessor of the building can reasonably determine what property the warrant authorizes an inspection of;
- (3) indicates the conditions, objects, activities, or circumstances that the inspection is intended to check or reveal; and
- (4) is attached to the affidavit required to be made in order to obtain the warrant.

(c) A warrant issued under this section is valid for only forty-eight (48) hours after its issuance, must be personally served upon the owner or possessor of the building, and must be returned within seventy-two (72) hours.

[Pre-Local Government Recodification Citation: 18-5-5.5-17 part.]
As added by Acts 1981, P.L.309, SEC.28.

IC 36-7-9-17 Civil actions regarding unsafe premises; treble damages under second or subsequent judgment

Sec. 17. (a) The department, acting through its enforcement authority, a person designated by the enforcement authority, or a community organization may bring a civil action regarding unsafe premises in the circuit, superior, or municipal court of the county. The department is not liable for the costs of such an action. The court may grant one (1) or more of the kinds of relief authorized by sections 18 through 22 of this chapter.

(b) A civil action may not be initiated under this section before the final date of an order or an extension of an order under section 5(c) of this chapter requiring:

- (1) the completion; or

(2) a substantial beginning toward accomplishing the completion;
of the required remedial action.

(c) A community organization may not initiate a civil action under this section if:

(1) the enforcement authority or a person designated by the enforcement authority has filed a civil action under this section regarding the unsafe premises; or

(2) the enforcement authority has issued a final order that the required remedial action has been satisfactorily completed.

(d) A community organization may not initiate a civil action under this section if the real property that is the subject of the civil action is located outside the specific geographic boundaries of the area defined in the bylaws or articles of incorporation of the community organization.

(e) At least sixty (60) days before commencing a civil action under this section, a community organization must issue a notice by certified mail, return receipt requested, that:

(1) specifies:

(A) the nature of the alleged nuisance;

(B) the date the nuisance was first discovered;

(C) the location on the property where the nuisance is allegedly occurring;

(D) the intent of the community organization to bring a civil action under this section; and

(E) the relief sought in the action; and

(2) is provided to:

(A) the owner of record of the premises;

(B) tenants located on the premises;

(C) the enforcement authority; and

(D) any person that possesses an interest of record.

(f) In any action filed by a community organization under this section, a court may award reasonable attorney's fees, court costs, and other reasonable expenses of litigation to the prevailing party.

(g) If a second or subsequent civil judgment is entered under this section:

(1) against an owner of a known or recorded fee interest, life estate, or equitable interest as a contract purchaser of property; and

(2) during any two (2) year period;

a court may order the owner to pay treble damages based on the costs of the ordered action. The second or subsequent civil judgment may relate to the same property or a different property held by the owner.

[Pre-Local Government Recodification Citation: 18-5-5.5-18.]

As added by Acts 1981, P.L.309, SEC.28. Amended by P.L.31-1994, SEC.15; P.L.177-2003, SEC.7; P.L.88-2009, SEC.10.

IC 36-7-9-18 Injunctions

Sec. 18. A court acting under section 17 of this chapter may grant a mandatory or prohibitory injunction against any person that will cause the order to be complied with, if it is shown that:

(1) an order, which need not set a hearing date, was issued to the person;

(2) the person has a property interest in the unsafe premises that are the subject of the order that would allow the person to take the action required by the order;

(3) the building that is the subject of the order is an unsafe building; and

(4) the order is not being reviewed under section 8 of this chapter.

[Pre-Local Government Recodification Citation: 18-5-5.5-19 part.]

As added by Acts 1981, P.L.309, SEC.28.

IC 36-7-9-18.1 Performance bond

Sec. 18.1. (a) A court acting under section 17 of this chapter may condition the granting

of a period of time to accomplish the action required by an order on the posting of a performance bond that will be forfeited if the action required by the order is not completed within the period the court allows. Before granting a period of time that is conditioned on the posting of a bond, the court may require that the requesting person justify the request with a workable and financially supported plan. If the court determines that a significant amount of work must be accomplished to comply with the order, the court may require that the bond specify interim completion standards and provide that the bond is forfeited if any of these interim completion standards are not substantially met.

(b) An amount collected under subsection (a) on a forfeited bond shall be deposited in the unsafe building fund.

As added by P.L.169-2006, SEC.67.

IC 36-7-9-19 Civil forfeitures

Sec. 19. (a) A court acting under section 17 of this chapter may impose a civil penalty not to exceed five thousand dollars (\$5,000) against any person if the conditions of section 18 of this chapter are met. The penalty imposed may not be substantially less than the cost of complying with the order, unless that cost exceeds two thousand five hundred dollars (\$2,500). The effective date of the penalty may be postponed for a period not to exceed thirty (30) days, after which the court may order the penalty reduced or stricken if it is satisfied that all work necessary to fully comply with the order has been done.

(b) On request of the enforcement authority the court shall enter a judgment in the amount of the penalty. If there is more than one (1) party defendant, the penalty is separately applicable to each defendant. The amount of a penalty that is collected shall be deposited in the unsafe building fund.

[Pre-Local Government Recodification Citation: 18-5-5.5-19 part.]

As added by Acts 1981, P.L.309, SEC.28. Amended by P.L.169-2006, SEC.68.

IC 36-7-9-20 Appointment of receiver; conditions; rehabilitation of property by owner, mortgagee, or person with substantial interest

Sec. 20. (a) A court acting under section 17 of this chapter may appoint a receiver for the unsafe premises, subject to the following conditions:

- (1) The purpose of the receivership must be to take possession of the unsafe premises for a period sufficient to accomplish and pay for repairs and improvements.
- (2) The receiver may be a nonprofit corporation the primary purpose of which is the improvement of housing conditions in the county where the unsafe premises are located, or may be any other capable person residing in the county.
- (3) Notwithstanding any prior assignments of the rents and other income of the unsafe premises, the receiver must collect and use that income to repair or remove the defects as required by the order, and may, upon approval by the court, make repairs and improvements in addition to those specified in the order or required by applicable statutes, ordinances, codes, or regulations.
- (4) The receiver may make any contracts and do all things necessary to accomplish the repair and improvement of the unsafe premises.
- (5) A receiver that expends money, performs labor, or furnishes materials or machinery, including the leasing of equipment or tools, for the repair of an unsafe premises may have a lien that is equal to the total expended. When a lien exists, the receiver may sell the property:
 - (A) to the highest bidder at auction under the same notice and sale provisions applicable to a foreclosure sale of mechanic's liens or mortgages; or
 - (B) for fair market value if all persons having a substantial property interest in the unsafe premises agree to the amount and procedure.

The transferee in either a public or private sale must first demonstrate the necessary ability and experience to rehabilitate the premises within a reasonable time to the

satisfaction of the receiver.

(6) The court may, after a hearing, authorize the receiver to obtain money needed to accomplish the repairs and improvement by the issuance and sale of notes or receiver's certificates to the receiver or any other person or party bearing interest fixed by the court. The notes or certificates are a first lien on the unsafe premises and the rents and income of the unsafe building. This lien is superior to all other assignments of rents, liens, mortgages, or other encumbrances on the property, except taxes, if, within sixty (60) days following the sale or transfer for value of the notes by the receiver, the holder of the notes files a notice containing the following information in the county recorder's office:

(A) The legal description of the tract of real property on which the unsafe building is located.

(B) The face amount and interest rate of the note or certificate.

(C) The date when the note or certificate was sold or transferred by the receiver.

(D) The date of maturity.

(7) Upon payment to the holder of a receiver's note or certificate of the face amount and interest, and upon filing in the recorder's office of a sworn statement of payment, the lien of that note or certificate is released. Upon a default in payment on a receiver's note or certificate, the lien may be enforced by proceedings to foreclose in the manner prescribed for mechanic's liens or mortgages. However, the foreclosure proceedings must be commenced within two (2) years after the date of default.

(8) The receiver is entitled to the same fees, commissions, and necessary expenses as receivers in actions to foreclose mortgages. The fees, commissions, and expenses shall be paid out of the rents and incomes of the property in receivership.

(b) The issuance of an order concerning unsafe premises is not a prerequisite to the appointment of a receiver nor does such an order prevent the appointment of a receiver.

(c) If the enforcement authority or the enforcement authority's designee requests the appointment of a receiver, all persons having a substantial property interest in the unsafe premises shall be made party defendants.

(d) A court, when granting powers and duties to a receiver, shall consider:

(1) the occupancy of the unsafe premises;

(2) the overall condition of the property;

(3) the hazard to public health, safety, and welfare;

(4) the number of persons having a substantial property interest in the unsafe premises; and

(5) other factors the court considers relevant.

(e) Instead of appointing a receiver to sell or rehabilitate an unsafe premises, the court may permit an owner, a mortgagee, or a person with substantial interest in the unsafe premises to rehabilitate the premises if the owner, mortgagee, or person with substantial interest:

(1) demonstrates ability to complete the rehabilitation within a reasonable time, but not to exceed sixty (60) days;

(2) agrees to comply within a specified schedule for rehabilitation; and

(3) posts a bond as security for performance of the required work in compliance with the specified schedule in subdivision (2).

[Pre-Local Government Recodification Citation: 18-5-5.5-19 part.]

As added by Acts 1981, P.L.309, SEC.28. Amended by P.L.31-1994, SEC.16; P.L.177-2003, SEC.8.

IC 36-7-9-20.5 Property determined unsafe and abandoned; receiver; sale proceeds; fee simple estate subject to easements, liens, and encumbrances

Sec. 20.5. (a) This section applies only to property determined to be:

- (1) an unsafe premises under this chapter; and
- (2) abandoned under IC 36-7-37.

(b) The circuit court of the county in which the unit is located shall appoint the hearing authority.

(c) A city, town, or county having an enforcement authority may adopt or amend an ordinance to set requirements for the receiver that are more stringent than is provided in this section.

(d) Upon the request of the enforcement authority or the enforcement authority's designee, a circuit court acting under section 17 of this chapter may appoint a receiver to take possession of, rehabilitate, and transfer the property. The receiver may be any competent person who has been approved by the enforcement authority.

(e) If the enforcement authority or the enforcement authority's designee requests the appointment of a receiver, all persons having a substantial interest in the property shall be made party defendants and given notice.

(f) A receiver shall provide written notice to the county auditor and the county treasurer that a receiver has been appointed.

(g) The county treasurer may file a proof of claim with the receiver that identifies the taxes that are owed at the time the receiver took possession of the property. The proof of claim must include a detailed breakdown of all taxes, special assessments, fees, fines from the enforcement authority, and penalties that are owed on the property.

(h) The county treasurer may request that the county auditor waive penalties that incurred after the proof of claim is filed. The county auditor may waive such penalties.

(i) A receiver appointed to transfer property may do the following:

- (1) Enter into contracts and do all things necessary to maintain, rehabilitate, and prepare the property for sale, including demolition of structures or parts of structures that may not reasonably be rehabilitated.

- (2) Enter into any contracts and do all things necessary to accomplish the transfer of the property.

- (3) Investigate claims on the proceeds of sale submitted under subsection (k).

The enforcement authority may utilize funds from the unsafe building fund for expenses incurred by the receiver in carrying out the receiver's responsibilities.

(j) A transfer under this section shall be conducted as follows:

- (1) The property shall be offered at a public auction, unless the property is claimed at any time by a recorded owner of the property.

- (2) A bidder must be in good standing as determined by the enforcement authority or by the receiver acting as the enforcement authority's designee. The receiver may establish minimum qualifications for bidders, investigate a bidder's qualifications and ability to rehabilitate the property, and prequalify bidders before holding an auction. A person prohibited from bidding at an auction held under IC 6-1.1-24-6.1 may not bid at a receiver's auction held under this section.

- (3) The receiver may establish a minimum bid for the auction.

- (4) Notice of the auction must be given by publication and such other means as determined by the receiver at least thirty (30) days before the auction.

- (5) The receiver may cancel the auction at any time and for any reason. The auction may be rescheduled as determined by the receiver.

- (6) The receiver may impose any reasonable conditions upon the sale.

(k) After the transfer of title to the purchaser, the receiver shall serve a notice on all persons who, before the transfer, had a known or recorded substantial property interest in the property. The notice must contain the following information:

- (1) The fact of the transfer and the purchase price paid.

- (2) The order in which the proceeds of the sale are to be applied as described in subsection (l).

- (3) Instructions for submitting a claim.

- (4) The date by which a claim must be submitted, which may not be less than ninety (90) days after the date the notice is served.
- (5) If the receiver takes reasonable steps but is unable to locate a person entitled to notice under this subsection, the receiver may serve the notice by publication. Any proceeds from the sale remaining after all claims have been paid shall be deposited in the unsafe building fund or a fund designated by the local ordinance.
- (l) The proceeds of the sale shall be applied in the following order:
 - (1) Current year taxes of not to exceed two thousand five hundred dollars (\$2,500).
 - (2) The receiver's expenses, including administrative expenses, and costs of sale.
 - (3) Any additional current year taxes in addition to the limit set in subdivision (1), delinquent taxes, and penalties, unpaid fees and fines issued by the enforcement authority, and special assessment accrued on the property.
 - (4) Any liens on the property in their order of priority.
 - (5) Any remaining money shall be paid to the divested owner.
- (m) The issuing authority of the special assessments may choose to waive the special assessments and not collect them.
- (n) A deed executed under this section vests in the grantee an estate in fee simple absolute, free and clear of all liens and encumbrances created or suffered before or after the sale except those liens granted priority under federal law and the lien of the state or a political subdivision for taxes and special assessments that accrue after the sale. However, subject to subsection (o), the estate is subject to the following:
 - (1) All easements, covenants, declarations, and other deed restrictions shown by public records.
 - (2) Laws, ordinances, and regulations concerning governmental police powers, including zoning, building, land use, improvements on the land, land division, and environmental protection.
 - (3) Liens and encumbrances created or suffered by the grantee.
- (o) A deed executed under this section:
 - (1) does not operate to extinguish an easement recorded before the date of the sale in the office of the recorder of the county in which the real property is located, regardless of whether the easement was taxed separately from the real estate; and
 - (2) conveys title subject to all easements recorded before the date of the sale in the office of the recorder of the county in which the real property is located.

As added by P.L.247-2015, SEC.48.

IC 36-7-9-21 Court order authorizing performance of work; judgment for costs

Sec. 21. (a) A court acting under section 17 of this chapter may authorize the department, acting through its enforcement authority, to cause the action required by the order to be performed by a contractor licensed and qualified under law, if it is shown that:

- (1) an order was issued to each person having a substantial property interest in the unsafe premises;
 - (2) each of the orders has been affirmed or modified at a hearing in such a manner that all persons having substantial property interest in the unsafe premises that are the subject of the orders are currently subject to an order requiring substantially identical action;
 - (3) the order, as affirmed or modified at the hearing, has not been complied with;
 - (4) the building that is the subject of the order is an unsafe building; and
 - (5) the order is not being reviewed under section 8 of this chapter.
- (b) If the enforcement authority requests permission to cause the action required by the order to be performed by a contractor, all persons having a substantial property interest in the unsafe premises shall be made party defendants.
- (c) The cost of the work and the processing expenses incurred by the enforcement

authority computed under section 12 of this chapter, may, after a hearing, be entered by the court as a judgment against persons having a fee interest, life estate interest, or equitable interest of a contract purchaser in the unsafe premises.

[Pre-Local Government Recodification Citations: 18-5-5.5-14; 18-5-5.5-19 part.]

As added by Acts 1981, P.L.309, SEC.28. Amended by P.L.59-1986, SEC.13.

IC 36-7-9-22 Emergencies; court order authorizing action to make premises safe; judgment for costs

Sec. 22. (a) A court acting under section 17 of this chapter may set a hearing to be held within ten (10) days after the filing of a complaint alleging the existence of unsafe premises presenting an immediate danger to the health and safety of the surrounding community sufficient to warrant emergency action. Upon a finding at the hearing in favor of the department, the court may:

- (1) permit the enforcement authority to cause the action necessary to make the premises safe to be immediately performed by a contractor licensed and qualified under law;
- (2) permit the enforcement authority to cause the action necessary to make the premises safe to be immediately performed by a contractor licensed and qualified under law after the defendants have had a reasonable time, as established by the court, to make the unsafe premises safe and have failed to complete the necessary action; or
- (3) grant a mandatory injunction relative to the unsafe premises that would require a defendant who has an interest in the premises that allows the defendant to take corrective action to immediately make the premises safe.

In granting relief under subdivision (2) or (3) the court shall set a date certain for the completion of the necessary action and shall hold a hearing within ten (10) days after that date to determine whether the necessary action has been completed.

(b) The issuance of an order concerning the unsafe premises is not a prerequisite to permission by the court to cause action to be performed on the unsafe premises. If an order has been issued concerning the unsafe premises, it does not prevent the permission by the court to cause action to be performed on the unsafe premises.

(c) If the enforcement authority requests authority to cause action on the unsafe premises to be performed by a contractor, all persons having a substantial property interest in the unsafe premises shall be made party defendants.

(d) The cost of accomplishing the work may, after a hearing, be entered by the court as a judgment against persons having a fee interest, life estate interest, or equitable interest of a contract purchaser in the unsafe premises.

[Pre-Local Government Recodification Citation: 18-5-5.5-19 part.]

As added by Acts 1981, P.L.309, SEC.28. Amended by P.L.59-1986, SEC.14.

IC 36-7-9-23 Change of venue and judge

Sec. 23. A change of venue may not be allowed in an action filed under section 8, 13, or 17 of this chapter, but a change of judge shall be allowed in the same manner as is provided for other civil matters.

[Pre-Local Government Recodification Citation: 18-5-5.5-19 part.]

As added by Acts 1981, P.L.309, SEC.28.

IC 36-7-9-24 Priority of actions

Sec. 24. An action filed under section 8 or 17 of this chapter takes precedence over other pending litigation, and shall be tried and determined by the court at as early a date as possible.

[Pre-Local Government Recodification Citation: 18-5-5.5-21.]

As added by Acts 1981, P.L.309, SEC.28.

IC 36-7-9-25 Manner of serving notice

Sec. 25. (a) Notice of orders, notice of continued hearings without a specified date, notice of a statement that public bids are to be let, and notice of claims for payment must be given by:

- (1) sending a copy of the order or statement by registered or certified mail to the residence or place of business or employment of the person to be notified, with return receipt requested;
- (2) delivering a copy of the order or statement personally to the person to be notified;
- (3) leaving a copy of the order or statement at the dwelling or usual place of abode of the person to be notified and sending by first class mail a copy of the order or statement to the last known address of the person to be notified; or
- (4) sending a copy of the order or statement by first class mail to the last known address of the person to be notified.

If a notice described in subdivision (1) is returned undelivered, a copy of the order or statement must be given in accordance with subdivision (2), (3), or (4).

(b) If service is not obtained by a means described in subsection (a) and the hearing authority concludes that a reasonable effort has been made to obtain service, service may be made by publishing a notice of the order or statement in accordance with IC 5-3-1 in the county where the unsafe premises are located. However, publication must be made two (2) times, at least one (1) week apart:

- (1) with each publication of notice in a newspaper in accordance with IC 5-3-1 in the county where the unsafe premises are located; or
- (2) with the first publication of notice in a newspaper described in subdivision (1) and the second publication of notice:
 - (A) in accordance with IC 5-3-5; and
 - (B) on the official web site of the county where the unsafe premises are located.

The second publication must be made at least three (3) days before an event described in subsection (a). If service of an order is made by publication, the publication must include the information required by section 5(b)(1), 5(b)(2), 5(b)(4), 5(b)(5), 5(b)(6), 5(b)(7), and 5(b)(9) of this chapter, and must also include a statement indicating generally what action is required by the order and that the exact terms of the order may be obtained from the enforcement authority. The hearing authority may make a determination about whether a reasonable effort has been made to obtain service by the means described in subsection (a) on the basis of information provided by the department (or, in the case of a consolidated city, the enforcement authority). The hearing authority is not required to make the determination at a hearing. The hearing authority must make the determination in writing.

(c) When service is made by any of the means described in this section, except by mailing or by publication, the person making service must make an affidavit stating that the person has made the service, the manner in which service was made, to whom the order or statement was issued, the nature of the order or statement, and the date of service. The affidavit must be placed on file with the enforcement authority.

(d) The date when notice of the order or statement is considered given is as follows:

- (1) If the order or statement is delivered personally or left at the dwelling or usual place of abode, notice is considered given on the day when the order or statement is delivered to the person or left at the person's dwelling or usual place of abode.
- (2) If the order or statement is mailed, notice is considered given on the date shown on the return receipt, or, if no date is shown, on the date when the return receipt is received by the enforcement authority.
- (3) Notice by publication is considered given on the date of the second day that publication was made.

(e) A person with a property interest in an unsafe premises who does not:

- (1) record an instrument reflecting the interest in the recorder's office of the county where the unsafe premises is located; or
- (2) if an instrument reflecting the interest is not recorded, provide to the department (or,

in the case of a consolidated city, the enforcement authority) in writing the person's name and address and the location of the unsafe premises; is considered to consent to reasonable action taken under this chapter for which notice would be required and relinquish a claim to notice under this chapter.

(f) The department (or, in the case of a consolidated city, the enforcement authority) may, for the sake of administrative convenience, publish notice under subsection (b) at the same time notice is attempted under subsection (a). If published notice is given as described in subsection (b), the hearing authority shall subsequently make a determination about whether a reasonable effort has been made to obtain service by the means described in subsection (a).

[Pre-Local Government Recodification Citation: 18-5-5.5-22.]

As added by Acts 1981, P.L.309, SEC.28. Amended by Acts 1981, P.L.45, SEC.27; P.L.59-1986, SEC.15; P.L.169-2006, SEC.69; P.L.194-2007, SEC.12; P.L.164-2019, SEC.7; P.L.152-2021, SEC.40.

IC 36-7-9-26 Recording of orders, statements of rescission, statements of public bids, and records of actions taken by hearing authority

Sec. 26. (a) The enforcement authority shall record in the office of the county recorder orders issued under section 5(a)(6), 5(a)(7), 6(a), or 7.5 of this chapter. If the enforcement authority records an order issued under section 5(a)(6), 5(a)(7), 6(a), or 7.5 of this chapter, statements of rescission issued under section 6(b) of this chapter, statements that public bids are to be let under section 11 of this chapter, and records of action in which the order is affirmed, modified, or rescinded taken by the hearing authority under section 7 of this chapter shall be recorded. The recorder shall charge the fee required under IC 36-2-7-10 for recording these items.

(b) A person who takes an interest in unsafe premises that are the subject of a recorded order takes that interest, whether or not a hearing has been held, subject to the terms of the order and other documents recorded under subsection (a) and in such a manner that all of the requirements of sections 10, 11, and 17 through 22 of this chapter relating to the issuance of orders, service of orders and affirmation of orders are considered satisfied. If a hearing has been held, the interest is taken subject to the terms of the order as modified at the hearing, in other documents recorded under subsection (a), and in such a manner that all of the requirements of sections 10, 11, and 17 through 22 of this chapter relating to the issuance of orders, service of orders, and modification of orders at hearing are considered satisfied.

(c) A person who takes an interest in unsafe premises that are the subject of a recorded statement that public bids are to be let takes the interest subject to the terms of the statement and in such a manner that the notice of the statement required by section 11 of this chapter is considered given to the person.

[Pre-Local Government Recodification Citations: 18-5-5.5-5; 18-5-5.5-8.]

As added by Acts 1981, P.L.309, SEC.28. Amended by P.L.290-1985, SEC.9; P.L.59-1986, SEC.16; P.L.177-2003, SEC.9; P.L.247-2015, SEC.49.

IC 36-7-9-27 Transfers of property by persons not complying with orders

Sec. 27. (a) A person who has been issued and has received notice of an order relative to unsafe premises and has not complied with that order:

- (1) must supply full information regarding the order to a person who takes or agrees to take a substantial property interest in the unsafe premises before transferring or agreeing to transfer that interest; and
- (2) must, within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe premises, supply the enforcement authority with written copies of:
 - (A) the full name, address, and telephone number of the person taking a substantial property interest in the unsafe premises; and
 - (B) the legal instrument under which the transfer or agreement to transfer the

substantial property interest is accomplished.

(b) If a judgment is obtained against the department, enforcement authority, or other governmental entity for the failure of that entity to provide notice to persons holding an interest in unsafe premises in an action taken by the entity under this chapter, a person who failed to comply with this section is liable to the entity for the amount of the judgment if it can be shown that the entity's failure to give notice was a result of that person's failure.

[Pre-Local Government Recodification Citation: 18-5-5.5-11.]

As added by Acts 1981, P.L.309, SEC.28.

IC 36-7-9-28 Violations; penalties

Sec. 28. A person who:

- (1) remains in, uses, or enters a building in violation of an order made under this chapter;
- (2) knowingly interferes with or delays the carrying out of an order made under this chapter;
- (3) knowingly obstructs, damages, or interferes with persons engaged or property used in performing any work or duty under this chapter; or
- (4) fails to comply with section 27 of this chapter;

commits a Class C infraction. Each day that the violation continues constitutes a separate offense.

[Pre-Local Government Recodification Citation: 18-5-5.5-12.]

As added by Acts 1981, P.L.309, SEC.28.

IC 36-7-9-29 Order of action related to unsafe premise; written information required

Sec. 29. (a) This section applies to a person if:

- (1) an order is issued to the person under this chapter requiring action related to an unsafe premises:
 - (A) owned by the person and leased to another person; or
 - (B) being purchased by the person under a contract and leased to another person;
- (2) a hearing on the order was not requested under section 5(b)(6) of this chapter, or, if a hearing was requested, the order was affirmed at the hearing; and
- (3) either:
 - (A) the order is not being reviewed under section 8 of this chapter; or
 - (B) after review by the circuit or superior court, the court entered a judgment against the person.

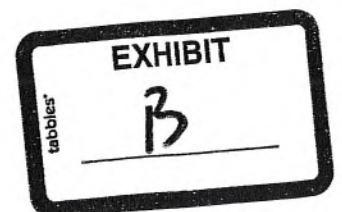
(b) A person described in subsection (a) must provide to the department (or, in the case of a consolidated city, the enforcement authority) in writing the person's name, street address (excluding a post office box address), and phone number.

[Pre-Local Government Recodification Citation: 18-5-5.5-20.]

As added by P.L.194-2007, SEC.13.

Cedar Lake Unsafe Building Department Expenses

Activity	Hours/Units	Cost/Hour	Cost of Activity
Initial Inspection/Documentation	1.5	32	48
Preparing of Report/Organization of Report	1.5	32	48
Property Owner Research	1	43	43
Meeting Preparation	2	43	86
Mailing - USPS First Class Mail	8	0.68	5.44
Mailing - US Certified	8	8.73	69.84
Attorney Review of Legals & Meeting Preparation	5	130	650
Attorney at Public Meeting & Hearing	4	130	520
			1470.28



TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

RESOLUTION NO. 1355

A RESOLUTION AUTHORIZING A TEMPORARY LOAN FOR THE 2017 RDA A, B, & C BONDS OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

WHEREAS, a shortfall of the 2023 Pay 2024 Spring Tax Settlement was received before June 30, 2024, and therefore sufficient funds were not available to make the Lease Payment obligation due by July 15, 2024; and

WHEREAS, an extraordinary emergency exists at this time and it is necessary for said Town to borrow sufficient funds to meet debt obligations. Therefore, the **Wastewater Treatment Plant Special Fund #633** of said Town shall temporarily advance to the **2017 RDA A, B, & C Bond Fund #412** for calendar year 2024; and

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, INDIANA THAT:

SECTION ONE: The sum of \$204,651.80 shall be transferred from the Wastewater Treatment Plant Special Fund #633 to the 2017 RDA A, B, & C Bond Fund #412, in order to meet necessary debt service expenditures.

SECTION TWO: That the repayment shall be made upon receipt of the 2023 pay 2024 Fall Tax Settlement anticipated on or before December 31, 2024.

SECTION THREE: That an emergency exists and this Resolution shall be in full force and effect from and after its passage and approval by the Town Council of the Town of Cedar Lake, Lake County, Indiana.

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA THIS 2nd DAY OF JULY, 2024.

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

Robert H. Carnahan, Ward 1

Julie Rivera, Ward 2

Nicholas Recupito, Ward 3

Chuck Becker, Ward 4

Greg Parker, Ward 5

Mary Joan Dickson, At-Large

Richard C. Thiel Jr., At-Large

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

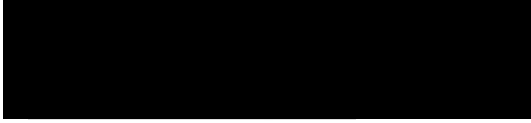
As can be seen from the table above, the apparent low quote for the project at a total unit cost price of \$59,308.80 is Hawk Enterprises, Inc. As this appears to be the lowest, responsive, and responsible quote for the project, we recommend that the subject contract be awarded to Hawk Enterprises, Inc.

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: 1850 E North St

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

Agent of Bidder (if Applicable): _____

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

Cedar Lake Fire Department Emergency Vehicle Preemption Sign Project

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

Christopher B. Burke Engineering, LLC

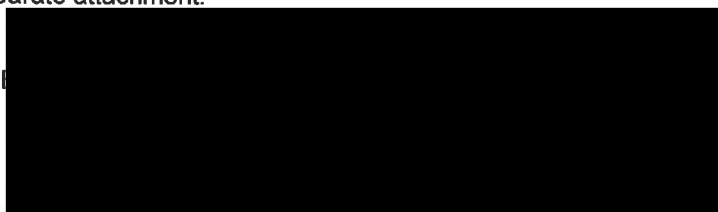
and dated April 3, 2024] for the sum of (enter the Total Quote as shown on the Proposal)

fifty-nine thousand three hundred eight and eight tenths (\$ 59,308.80)

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

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

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



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)

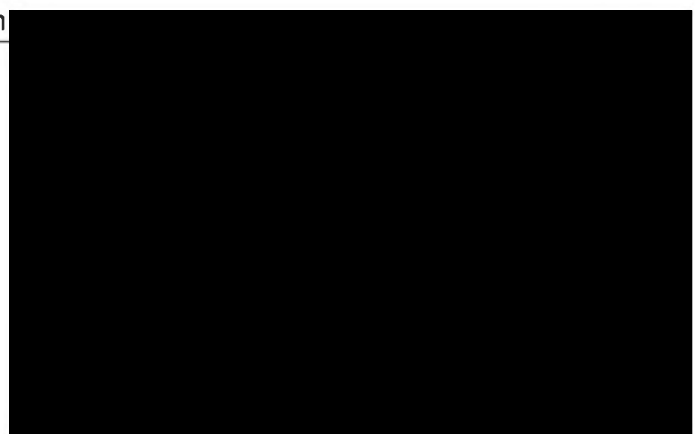


Printed Name and Title

Subscribed and sworn to before me this 6th

My Commission Expires 10/13/31

County of Residence



TOWN OF CEDAR LAKE, INDIANA

CEDAR LAKE FIRE DEPARTMENT EMERGENCY VEHICLE PREEMPTION SIGNS PROJECT

QUOTE DATE: MAY 6, 2024

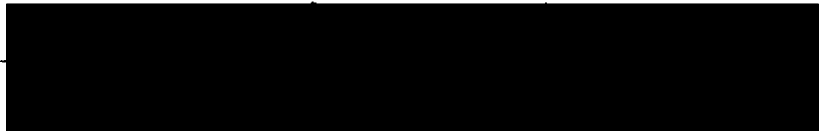
CBBEL Project No. 060015

ITEMIZED QUOTE FORM

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

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

Acknowledge Receipt: _____



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



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

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

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

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

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

Christopher B. Burke Engineering, LLC

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

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

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

(Numerical)

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

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

By _____

(Signature)

Raymond Russell

(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 (Print)

[Redacted Signature]

Signature of Contractor/Bidder or Its Agent

Raymond Russell

Printed Name and Title

Subscribed and sworn to before me this

[Redacted Signature]

My Commission Expires 2-15-25

County of Resider

[Redacted Signature]



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

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

Owner: The Town of Cedar Lake
E.C.P.: \$100,000.00

B. B. Amt.: Ten Percent Of The Total Amount Bid

Surety: Euler Hermes North America Insurance Company

Project: Cedar Lake Fire Department Emergency Vehicle Preemption Signs Project CBBEL

Project No.: 060015

Gentlemen:

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

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

Thank you,
American Global, LLC

SECTION 00 43 13

BID BOND

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

BIDDER (Name and Address):

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

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

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

OWNER (Name and Address):

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

BID

Bid Due Date: May 6, 2024

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

BOND

Bond Number:

Date: May 2, 2024

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

(Words)

(Figures)

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

BIDDER

Midwestern Electric, LLC

(Seal)

Bidder's Name and Corporate Seal

SURETY

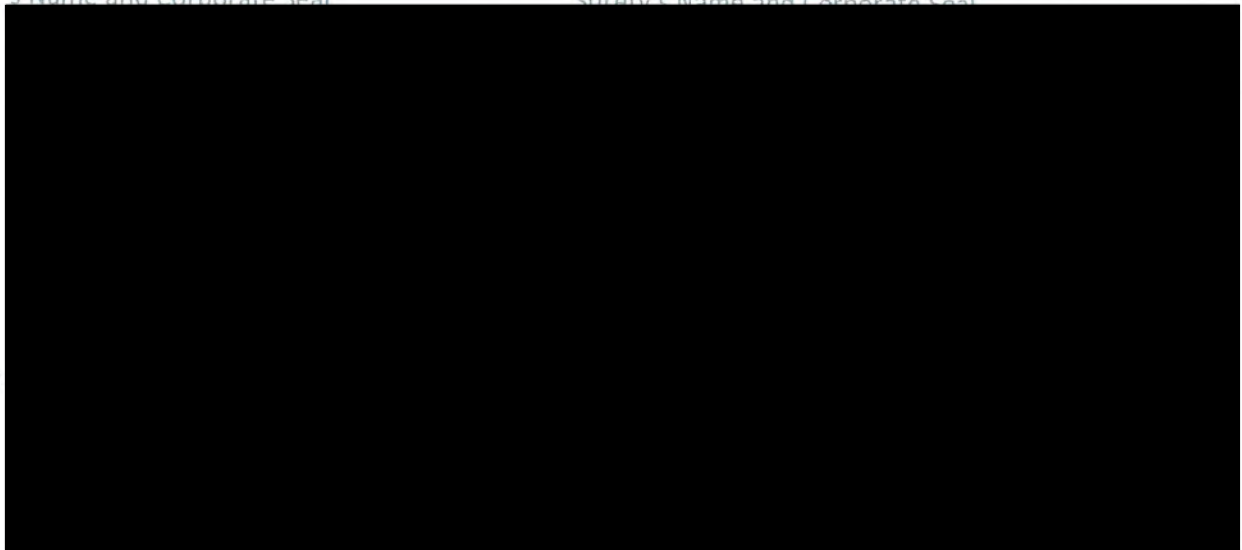
Euler Hermes North America Insurance Company

(Seal)

Surety's Name and Corporate Seal

By:

Attest:



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

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

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



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.

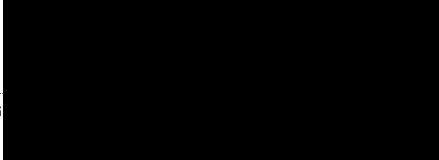
Table with 3 columns: NAME, ADDRESS, LIMIT OF POWER. The first row shows a redacted name and address, with 'Unlimited' in the limit of power column.

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

IN WITNESS WHEREOF, EULER HERMES has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunder affixed this 1st day of December, 2023.



James

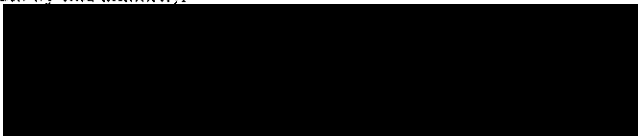


and Regional Head of Surety and Guarantee, Americas

State of Maryland, County of Baltimore

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



Expires February 2, 2026

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

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

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

CERTIFICATION

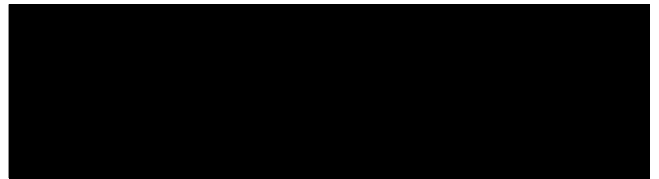
I, Nicholas P. Verna II, Senior Vice President and Regional Head of Surety & Guarantee, Americas of EULER HERMES NORTH AMERICA INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of October 1, 2015, have not been revoked and are now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

Signed and sealed this 6th day of May, 2024



AFFIRMATIVE ACTION STATEMENT

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



TOWN OF CEDAR LAKE, INDIANA

CEDAR LAKE FIRE DEPARTMENT EMERGENCY VEHICLE PREEMPTION SIGNS PROJECT

QUOTE DATE: MAY 6, 2024

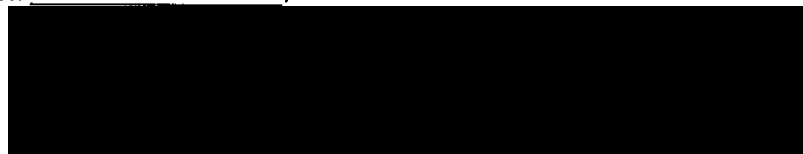
CBBEL Project No. 060015

ITEMIZED QUOTE FORM

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

Addendum No. 1, Issued on April 15, 2024

Acknowledge Receipt:





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



ADDENDA

ADDENDUM NUMBER 1

DATE: April 15, 2024

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

PROJECT NUMBER: 19.R060015.00005

OWNER: Town of Cedar Lake

ENGINEER: Christopher B. Burke Engineering, LLC

TO: Prospective Bidding Plan Holders

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

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

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

This Addendum consists of five (1) page.

Bid Bond

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

BIDDER (*Name and Address*):

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

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

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

OWNER (*Name and Address*):

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

BID

Bid Due Date: May 6, 2024

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

BOND

Bond Number: Bid Bond

Date: May 6, 2024

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

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

*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

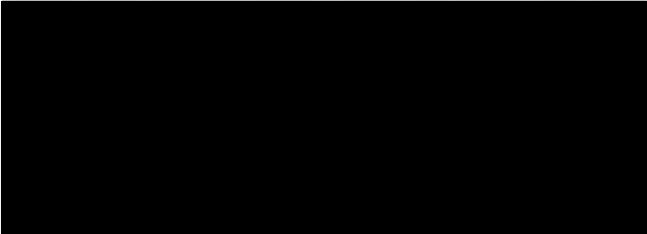
Obligee: Town of Cedar Lake

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

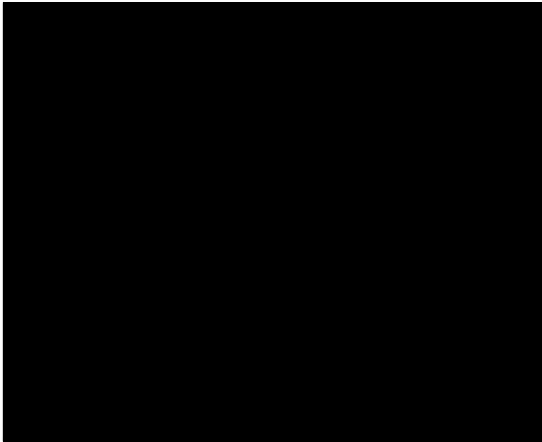
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein 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.

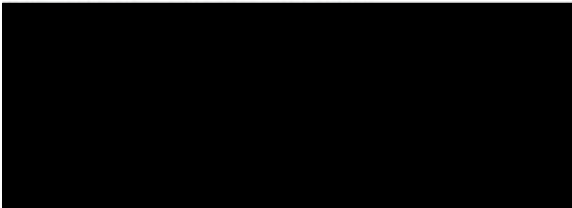


ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



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.zurichna.com or 410-559-8790

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.

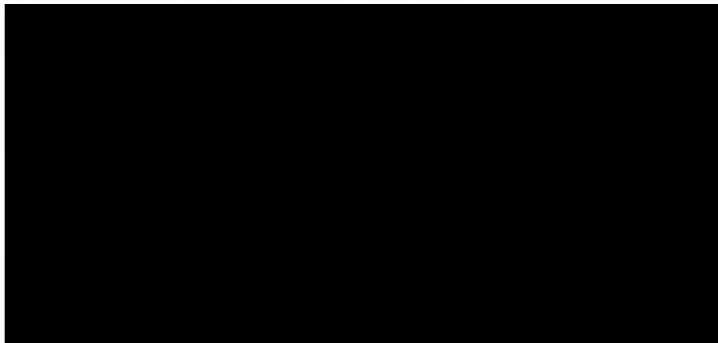
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

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
reportsclaims@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.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/2/2024

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
AssuredPartners of Indiana LLC
10401 N Meridian St, Ste 300
Indianapolis IN 46290

INSURED
Hawken Enterprises, Inc.
1850 East North Street
Crown Point IN 46307



INSURER F:

COVERAGES CERTIFICATE NUMBER: 1776621370 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 SUBR INSD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	DTCO1T114051PHX24	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y	Y	8101T1159262426	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP1T2683632426	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB1T1253172426G	2/1/2024	2/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	CPL	Y	Y	ICELLUW00157257	2/1/2024	2/1/2025	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Town of Cedar Lake, Christopher B. Burke Engineering LLC, and Any Other Contractually Required Entities Are Additional Insureds On A Primary Non-Contributory Basis For General Liability (Including Ongoing And Completed Operations), CPL, And Auto Liability; Waiver Of Subrogation Applies In Favor Of The A Forenamed Additional Insureds For General Liability, CPL, Auto Liability And Workers Compensation Policies; But Only Where Required By Written Contract, And Where Allowable By Law. Umbrella To Follow Form. 30-Day Notice of Cancellation Applies.

CERTIFICATE HOLDER CANCELLATION

Town of Cedar Lake
7408 Constitution Avenue
P.O. Box 707
Cedar Lake IN 46303
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.





June 25, 2024

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

Attention: Jennifer Sandberg – Clerk-Treasurer

Subject: Shades Subdivision Improvements, Phase 1
Pay Request No. 6
(CBBEL Project No. 230324)

Dear Town Council Members:

Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Pay Request # 6 in the amount of \$166,664.40 submitted by Milestone Contractors North, Inc. dated June 24, 2024. Based on the completed, measured, and observed work to date, CBBEL recommends payment in the following amount:

Total Improvements:	This Estimate	To Date
Value of Work Completed:	\$ 185,182.67	\$ 1,150,266.69
Less Retainage:	\$ 18,518.27	\$ 115,026.67
Balance:	\$ 166,664.40	\$ 1,035,240.02
Less Previous Payments:	n/a	\$ 868,575.62
Amount Due This Payment:	\$166,664.40	\$ 166,664.40

Please find attached copies of the Invoice #6 request from Milestone and the Pay Estimate #6 Report from CBBEL. The partial waiver of lien from Milestone and the Ziese subcontractor partial waiver of lien are also included with this letter. The pay app #5 partial waiver from TCS is also attached for the Town’s records.

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

Sincerely,



Construction Engineer

Encl.: As noted.

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

P:\Cedar Lake\230324 - Shades & Morse WM CO\Shades Phase 1\Pay Apps\#6 June 2024\Shades Phase 1 CBBEL Pay App Review #6, 062524.docx

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

CONTRACTOR: Milestone Contractors North, Inc.
DATE: 6/25/2024
ESTIMATE NO. 6 (05/19/24 to 06/08/24)
PROJECT: Shades Subdivision Improvements, Phase 1
PROJECT #: 230324

CBBEL PAY ESTIMATE REPORT

ITEM	DESCRIPTION	ORIGINAL CONTRACT	REVISED CONTRACT	UNIT OF MEASURE	UNIT PRICE	CONTRACT COST	TOWN FUNDING SOURCE	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY INVOICE #5	QUANTITY INVOICE #4	QUANTITY INVOICE #3	QUANTITY INVOICE #2	QUANTITY INVOICE #1	PERCENT UTILIZED	CONTRACT AMOUNT TO DATE			
		QUANTITY	QUANTITY																
1	MOBILIZATION AND DEMOBILIZATION	1	1	LS	\$ 89,500.00	\$ 89,500.00	Multi Source	0.00	-	0.00	0.00	0.00	0.00	0.00	0.70	70.0%	\$ 62,650.00		
2	CONSTRUCTION ENGINEERING	1	1	LS	\$ 20,000.00	\$ 20,000.00	Multi Source	0.10	2,000.00	0.20	0.00	0.10	0.20	0.10	0.70	70.0%	\$ 14,000.00		
3	CLEARING RIGHT OF WAY	1	1	LS	\$ 20,000.00	\$ 20,000.00	Multi Source	0.10	2,000.00	0.20	0.00	0.10	0.20	0.10	0.70	70.0%	\$ 14,000.00		
4	18" TREE, REMOVE	1	1	EACH	\$ 1,000.00	\$ 1,000.00	Roadway	0.00	-	1.00	0.00	0.00	0.00	0.00	1.00	100.0%	\$ 1,000.00		
5	CONCRETE, REMOVE	191	191	SYS	\$ 23.50	\$ 4,488.50	Roadway	0.00	-	0.00	0.00	0.00	0.00	0.00	29.00	15.2%	\$ 681.50		
6	PIPE, REMOVE	487	487	LFT	\$ 10.00	\$ 4,870.00	Roadway	86.00	\$ 860.00	84.00	0.00	0.00	237.00	41.00	448.00	92.0%	\$ 4,480.00		
7	FENCE, REMOVE	168	168	LFT	\$ 23.00	\$ 3,864.00	Roadway	0.00	-	175.00	0.00	0.00	0.00	0.00	175.00	104.2%	\$ 4,025.00		
8	EXCAVATION, COMMON	2908	2908	CYS	\$ 51.75	\$ 150,489.00	Roadway	0.00	-	0.00	0.00	0.00	1,331.00	0.00	1,331.00	45.8%	\$ 68,879.25		
9	SIGN AND POST, REMOVE AND RESET	5	5	EACH	\$ 1,500.00	\$ 7,500.00	Roadway	0.00	-	0.00	0.00	2.00	0.00	0.00	2.00	40.0%	\$ 3,000.00		
10	UTILITY VERIFICATION POTHOLING (UNDISTRIBUTED)	8	8	EACH	\$ 500.00	\$ 4,000.00	Multi Source	0.00	-	0.00	0.00	0.00	8.00	8.00	100.0%	\$ 4,000.00			
11	COMPACTED AGG., NO. 2 FOR UNDERCUT (UNDISTRIBUTED)	500	500	TON	\$ 69.00	\$ 34,500.00	Roadway	0.00	-	0.00	0.00	0.00	376.22	0.00	376.22	75.2%	\$ 25,959.18		
12	COMPACTED AGG., NO. 53 FOR UNDERCUT (UNDISTRIBUTED)	500	500	TON	\$ 69.00	\$ 34,500.00	Roadway	0.00	-	0.00	0.00	0.00	17.00	0.00	17.00	3.4%	\$ 1,173.00		
13	SILT FENCE	705	705	LFT	\$ 2.50	\$ 1,762.50	Roadway	0.00	-	0.00	0.00	0.00	705.00	705.00	100.0%	\$ 1,762.50			
14	INLET PROTECTION	41	41	EACH	\$ 150.00	\$ 6,150.00	Roadway	0.00	-	11.00	0.00	0.00	12.00	0.00	23.00	56.1%	\$ 3,450.00		
15	TEMPORARY SEED MIXTURE	150	150	LBS	\$ 20.00	\$ 3,000.00	Roadway	0.00	-	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	\$ -		
16	PIPE PROTECTION	9	9	EACH	\$ 1,000.00	\$ 9,000.00	Roadway	0.00	-	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	\$ -		
17	MAINTENANCE OF EROSION CONTROL DEVICES	1	1	LS	\$ 5,000.00	\$ 5,000.00	Roadway	0.10	\$ 500.00	0.60	0.00	0.00	0.00	0.00	0.70	70.0%	\$ 3,500.00		
18	GEOGRID, TYPE 1	6383	6383	SYS	\$ 2.65	\$ 16,914.95	Roadway	0.00	-	0.00	0.00	0.00	2,928.00	0.00	2,928.00	45.9%	\$ 7,759.20		
19	COMPACTED AGGREGATE NO. 53 BASE	3805	3805	TON	\$ 37.00	\$ 140,785.00	Roadway	0.00	-	0.00	0.00	589.00	1515.00	0.00	2,104.00	55.3%	\$ 77,848.00		
20	ASPHALT MILLING, 2 IN	2660	2660	SYS	\$ 4.75	\$ 12,635.00	Roadway	0.00	-	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	\$ -		
21	HMA PATCHING	150	150	TON	\$ 165.00	\$ 24,750.00	Roadway	0.00	-	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	\$ -		
22	HMA WEDGE AND LEVEL, TYPE B	150	150	TON	\$ 123.00	\$ 18,450.00	Roadway	0.00	-	0.00	0.00	5.02	0.00	0.00	5.02	3.3%	\$ 617.46		
23	HMA INTERMEDIATE, TYPE B	890	890	TON	\$ 100.00	\$ 89,000.00	Roadway	0.00	-	0.00	0.00	412.13	0.00	0.00	412.13	46.3%	\$ 41,213.00		
24	HMA SURFACE, TYPE B	751	751	TON	\$ 110.00	\$ 82,610.00	Roadway	0.00	-	0.00	0.00	151.10	0.00	0.00	151.10	20.1%	\$ 16,621.00		
25	ASPHALT FOR TACK COAT	7780	7780	SYS	\$ 0.60	\$ 4,668.00	Roadway	0.00	-	0.00	0.00	1550.00	0.00	0.00	1,550.00	19.9%	\$ 930.00		
26	RESTORATION, TYPE I (TOPSOIL, SEEDING, & ECB)	3160	3160	SYS	\$ 13.00	\$ 41,080.00	Roadway	0.00	-	0.00	1,360.00	0.00	0.00	0.00	1,360.00	43.0%	\$ 17,680.00		
27	RESTORATION, TYPE II (TOPSOIL, SEEDING, & TRM)	301	301	SYS	\$ 30.00	\$ 9,030.00	Roadway	0.00	-	0.00	305.00	0.00	0.00	0.00	305.00	101.3%	\$ 9,150.00		
28	SWALE GRADING, (UNDISTRIBUTED)	250	250	LFT	\$ 15.00	\$ 3,750.00	Stormwater	0.00	-	0.00	0.00	235.00	0.00	0.00	235.00	94.0%	\$ 3,525.00		
29	CURB AND GUTTER, CONCRETE, ROLL CURB	5158	5158	LFT	\$ 29.00	\$ 149,582.00	Roadway	0.00	-	0.00	0.00	545.00	1,291.00	0.00	1,836.00	35.6%	\$ 53,244.00		
30	PCCP SHOULDER, 6 IN	470	470	LFT	\$ 37.00	\$ 17,390.00	Roadway	0.00	-	0.00	0.00	64.00	329.00	0.00	393.00	83.6%	\$ 14,541.00		
31	COMPACTED AGGREGATE NO. 53 FOR SHOULDER, 6 IN	130	130	SYS	\$ 40.00	\$ 5,200.00	Roadway	0.00	-	0.00	0.00	130.00	0.00	0.00	130.00	100.0%	\$ 5,200.00		
32	GUARDRAIL, MGS, 6 FT 3 IN SPACING	350	237.5	LFT	\$ 40.00	\$ 9,500.00	Roadway	0.00	-	0.00	0.00	237.50	0.00	0.00	237.50	100.0%	\$ 9,500.00		
33	GUARDRAIL END TREATMENT, OS 31 IN TL-2	4	3	EACH	\$ 3,800.00	\$ 11,400.00	Roadway	0.00	-	0.00	0.00	3.00	0.00	0.00	3.00	100.0%	\$ 11,400.00		
34	HMA FOR APPROACHES, TYPE B	869	869	SYS	\$ 43.00	\$ 37,367.00	Roadway	0.00	-	0.00	0.00	234.70	28.30	0.00	263.00	30.3%	\$ 11,309.00		
35	PCCP FOR APPROACHES, 6 IN	183	183	SYS	\$ 110.00	\$ 20,130.00	Roadway	0.00	-	0.00	0.00	0.00	47.80	0.00	47.80	26.1%	\$ 5,258.00		
36	CONCRETE SIDEWALK, 4 IN	15	15	SYS	\$ 135.00	\$ 2,025.00	Roadway	0.00	-	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	\$ -		
37	COMPACTED AGGREGATE FOR APPROACHES, 6 IN	35	35	TON	\$ 70.00	\$ 2,450.00	Roadway	0.00	-	0.00	0.00	12.13	22.07	0.00	34.20	97.7%	\$ 2,394.00		
38	RIPRAP, REVETMENT	124	124	SYS	\$ 80.00	\$ 9,920.00	Roadway	28.00	\$ 2,240.00	0.00	0.00	0.00	48.20	0.00	76.20	61.5%	\$ 6,096.00		
39	MAILBOX ASSEMBLY, SINGLE, REMOVE AND RESET (UNDISTRIBUTED)	25	25	EACH	\$ 340.00	\$ 8,500.00	Roadway	0.00	-	0.00	0.00	11.00	0.00	0.00	11.00	44.0%	\$ 3,740.00		
40	CASTING, FURNISH AND ADJUST TO GRADE	10	10	EACH	\$ 1,250.00	\$ 12,500.00	Roadway	0.00	-	0.00	0.00	3.00	1.00	0.00	4.00	40.0%	\$ 5,000.00		
41	STRUCTURE BACKFILL, TYPE 1	941	941	CYS	\$ 1.00	\$ 941.00	Stormwater	412.67	\$ 412.67	150.46	0.00	0.00	377.87	0.00	941.00	100.0%	\$ 941.00		
42	PIPE, TYPE 1, DIP, 12" (UNDISTRIBUTED)	125	125	LFT	\$ 120.00	\$ 15,000.00	Stormwater	66.00	\$ 7,920.00	0.00	0.00	0.00	140.00	0.00	206.00	164.8%	\$ 24,720.00		
43	PIPE, TYPE 2, CONCRETE, 12 IN	2791	2791	LFT	\$ 100.00	\$ 279,100.00	Stormwater	960.50	\$ 96,050.00	834.00	0.00	0.00	542.00	184.00	2,520.50	90.3%	\$ 252,050.00		
44	PIPE, TYPE 2, CONCRETE, 18 IN	40	40	LFT	\$ 150.00	\$ 6,000.00	Stormwater	0.00	-	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	\$ -		
45	PIPE, TYPE 2, PVC, CIRCULAR, 4 IN (UNDISTRIBUTED)	200	200	LFT	\$ 50.00	\$ 10,000.00	Stormwater	24.00	\$ 1,200.00	0.00	0.00	0.00	140.00	0.00	164.00	82.0%	\$ 8,200.00		
46	PRECAST PIPE END SECTION, CONCRETE, 12 IN W/ GRATE	7	7	EACH	\$ 2,000.00	\$ 14,000.00	Stormwater	2.00	\$ 4,000.00	1.00	0.00	0.00	3.00	2.00	8.00	114.3%	\$ 16,000.00		
47	PRECAST PIPE END SECTION, CONCRETE, 18 IN W/ GRATE	2	2	EACH	\$ 2,500.00	\$ 5,000.00	Stormwater	0.00	-	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	\$ -		
48	4 FT X 2 FT REINFORCED CONCRETE BOX CULVERT	35	35	LFT	\$ 1,100.00	\$ 38,500.00	Stormwater	0.00	-	0.00	0.00	0.00	35.00	35.00	100.0%	\$ 38,500.00			
49	4 FT X 2 FT PRECAST REINFORCED CONCRETE WING WALL	2	2	EACH	\$ 18,000.00	\$ 36,000.00	Stormwater	0.00	-	0.00	0.00	0.00	2.00	2.00	100.0%	\$ 36,000.00			
50	CONCRETE SEGMENTAL BLOCK RETAINING WALL	413	413	SFT	\$ 70.00	\$ 28,910.00	Roadway	0.00	-	0.00	413.00	0.00	0.00	0.00	413.00	100.0%	\$ 28,910.00		
51	CHAIN LINK FENCE, 4 LFT	168	168	LFT	\$ 73.00	\$ 12,264.00	Roadway	0.00	-	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	\$ -		
52	STORM SEWER MANHOLE, TYPE C	24	24	EACH	\$ 4,000.00	\$ 96,000.00	Stormwater	10.00	\$ 40,000.00	9.00	0.00	0.00	4.00	1.00	24.00	100.0%	\$ 96,000.00		
53	INLET, TYPE I	22	22	EACH	\$ 3,250.00	\$ 71,500.00	Stormwater	8.00	\$ 26,000.00	7.00	0.00	0.00	5.00	2.00	22.00	100.0%	\$ 71,500.00		
54	STORM SEWER MANHOLE, TYPE J	1	1	EACH	\$ 6,000.00	\$ 6,000.00	Stormwater	0.00	-	1.00	0.00	0.00	0.00	0.00	1.00	100.0%	\$ 6,000.00		
55	SANITARY SERVICE CONNECTION, TYPE 1, (UNDISTRIBUTED)	10	10	EACH	\$ 750.00	\$ 7,500.00	Sanitary	1.00	\$ 750.00	1.00	0.00	0.00	1.00	0.00	3.00	30.0%	\$ 2,250.00		
56	SANITARY SERVICE CONNECTION, TYPE 2, (UNDISTRIBUTED)	10	10	EACH	\$ 1,250.00	\$ 12,500.00	Sanitary	1.00	\$ 1,250.00	0.00	0.00	0.00	1.00	0.00	2.00	20.0%	\$ 2,500.00		
57	THERMOPLASTIC, SOLID WHITE, 4 IN, RECESSED	1490	1490	LFT	\$ 1.46	\$ 2,175.40	Roadway	0.00	-	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	\$ -		
58	THERMOPLASTIC, SOLID YELLOW, 4 IN, RECESSED	1377	1377	LFT	\$ 1.46	\$ 2,010.42	Roadway	0.00	-	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	\$ -		
59	TRAFFIC CONTROL	1	1	LS	\$ 15,000.00	\$ 15,000.00	Multi Source	0.00	-	0.20	0.00	0.10	0.20	0.10	0.60	60.0%	\$ 9,000.00		
60	REMOVE EXISTING SANITARY MH	0	2	EACH	\$ 2,100.00	\$ 4,200.00	Sanitary	0.00	-	0.00	0.00	0.00	2.00	0.00	2.00	100.0%	\$ 4,200.00		
61	SANITARY SEWER MH, 4 FT	0	1	EACH	\$ 3,885.00	\$ 3,885.00	Sanitary	0.00	-	0.00	0.00	0.00	1.00	0.00	1.00	100.0%	\$ 3,885.00		
62	SANITARY SEWER MAIN, 8", SDR-26	0	256	LFT	\$ 122.85	\$ 31,449.60	Sanitary	0.00	-	0.00	0.00	0.00	256.00	0.00	256.00	100.0%	\$ 31,449.60		
63	GURADRAIL, END TREATMENT, I	0	1	EACH	\$ 1,575.00	\$ 1,575.00	Roadway	0.00	-	0.00	0.00	1.00	0.00	0.00	1.00	100.0%	\$ 1,575.00		
64	TEMPORARY PAVEMENT MARKINGS, PAINT	0	1	LS	\$ 1,000.00	\$ 1,000.00	Roadway	0.00	-	0.00	0.00	1.00	0.00	0.00	1.00	100.0%	\$ 1,000.00		
								TOTAL	\$ 185,182.67									TOTAL	\$ 1,150,266.69

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

Percent Complete (Awarded): 64.05%
Percent Complete (Current): 62.86%

ORIGINAL CONTRACT	\$ 1,795,961.77
TOTAL CHANGE ORDERS	\$ 33,809.60
REVISED CONTRACT	\$ 1,829,771.37
COMPLETED TO DATE	\$ 1,150,266.69
RETAINAGE	\$ 115,026.67
TOTAL EARNED LESS RETAINAGE	\$ 1,035,240.02
LESS PREVIOUS REQUESTS	\$ 868,575.62
CURRENT AMOUNT DUE	\$ 166,664.40



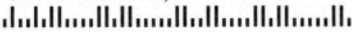
Progress Billing Detail

Remit Milestone Contractors North, LLC (F/K/A Inc.)
 To: 1700 E. Main Street
 Griffith IN 46319



Date: 6/24/2024

Job: Cedar Lake CCMG 2023-1

To: TOWN OF CEDAR LAKE
 7408 CONSTITUTION AVE.
 P.O. BOX 707
 CEDAR LAKE, IN 46303


Customer No: 13800

From: 5/18/2024

To: 6/8/2024

Payment Terms NET 30

Contract: 238742-

Customer Ref:

Cont Item	Description	Contract Amount	Units Billed			Amounts Billed			
			Contract Quantity	Quantity This Period	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date
2	Construction Engineering	20,000.00	1.000	0.100	0.700	LSU	20,000.000	2,000.00	14,000.00
3	Clearing ROW	20,000.00	1.000	0.100	0.700	LSU	20,000.000	2,000.00	14,000.00
6	Pipe, Remove	4,870.00	487.000	86.000	448.000	LF	10.000	860.00	4,480.00
17	Maintenance of Erosion Control Devices	5,000.00	1.000	0.100	0.700	LSU	5,000.000	500.00	3,500.00
38	RipRap, Revetment	9,920.00	124.000	28.000	76.200	SY	80.000	2,240.00	6,096.00
41	Structure Backfill, Type 1	941.00	941.000	412.670	941.000	CY	1.000	412.67	941.00
42	Pipe, Type 1, DIP, 12" (UNDISTRIBUTED)	15,000.00	125.000	66.000	206.000	LF	120.000	7,920.00	24,720.00
43	Pipe, Type 2, Concrete, 12"	279,100.00	2,791.000	960.500	2,520.500	LF	100.000	96,050.00	252,050.00
45	Pipe, Type 2, PVC, Circular, 4" (UNDISTRIBUTED)	10,000.00	200.000	24.000	164.000	LF	50.000	1,200.00	8,200.00
46	Precast Pipe End Section, Concrete, 12" w/ Grate	14,000.00	7.000	2.000	8.000	EA	2,000.000	4,000.00	16,000.00
52	Storm Sewer Manhole, Type C	96,000.00	24.000	10.000	24.000	EA	4,000.000	40,000.00	96,000.00
53	Inlet, Type I	71,500.00	22.000	8.000	22.000	EA	3,250.000	26,000.00	71,500.00
55	Sanitary Service Connection Type 1 (UNDISTRIBUTED)	7,500.00	10.000	1.000	3.000	EA	750.000	750.00	2,250.00
56	Sanitary Service Connection Type 2 (UNDISTRIBUTED)	12,500.00	10.000	1.000	2.000	EA	1,250.000	1,250.00	2,500.00

Original Contract Amount:	1,795,961.77
Change Orders to Date:	33,809.60
Current Contract Amount:	<u>1,829,771.37</u>
Percent Complete:	62.86%

Total Billed This Period To Date:	185,182.67	1,150,266.69
Less Retainage:	18,518.27	115,026.67
Less Previous Applications:	0.00	868,575.62
Total Due This Invoice:	<u>166,664.40</u>	<u>166,664.40</u>

WAIVER OF LIEN

() Final

(X) Partial

(X) Payment to follow

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

(PARTIAL WAIVER)

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

ONE HUNDRED SIXTY-SIX THOUSAND SIX HUNDRED SIXTY-FOUR AND 40/100_____

*****Dollars (\$166,664.40)

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

(FINAL WAIVER)

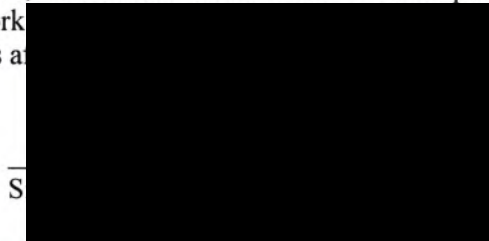
that the balance due from the Contractor is in the sum of:

*****Dollars (\$_____)

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

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

MILESTONE CONTRACTORS NORTH INC.
Name of Company



Witness my hand and notarial Seal, this 24 of June, 2024

Residing in Lake County, State of Indiana. My commission expires 2-7-2023

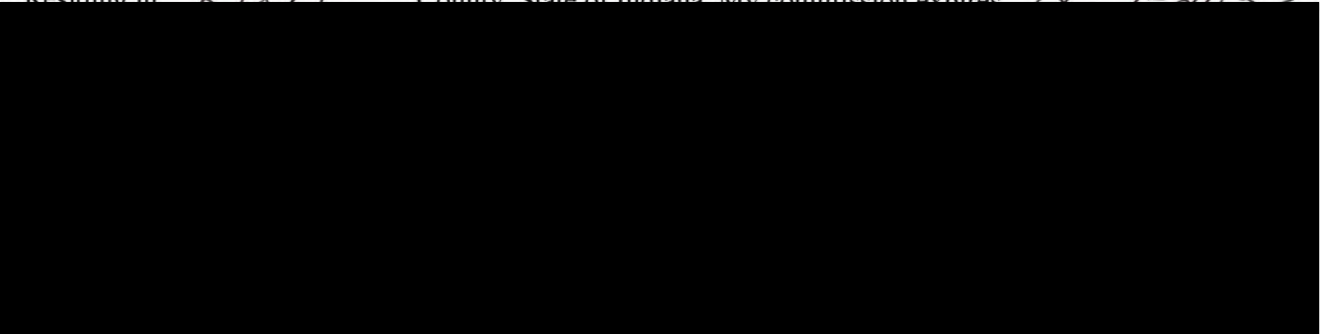


Exhibit J-3

VENDOR WAIVER AND RELEASE OF CLAIMS AND LIENS *• Partial (Progress) Payment - Conditional (Payment To Follow) •*

State of INDIANA, County of LAKE, ss:

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

This Instrument Pertains To The Following:

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

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

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

"OWNER":

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

"FINAL PAYMENT": **\$152,724.61**

The Terms of this Instrument Are:

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

The PAYMENT AMOUNT stated above constitutes the entire amount presently due and payable to VENDOR for Work performed, which amount, together with any and all previous payments received by VENDOR, is the total sum claimed to date by VENDOR, exclusive of contractually provided retainage, for all Work performed or furnished by or through VENDOR thru June 20, 2024 (Date).

All sub-subcontractors, materialmen and laborers engaged or employed by VENDOR have been paid in full for all Work performed or furnished to or for said PROJECT thru June 20, 2024 (Date) except as follows:

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

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

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

In Witness Whereof,



PARTIAL CONDITIONAL WAIVER AND RELEASE OF CLAIMS FOR PAYMENT

232704

STATE OF INDIANA
COUNTY OF STARKE

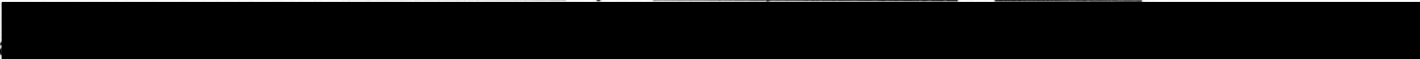
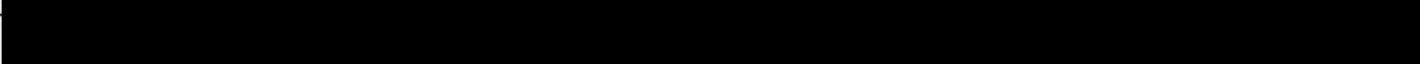
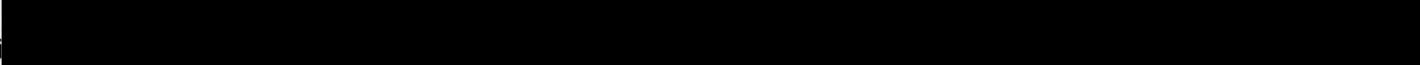
TO WHOM IT MAY CONCERN:

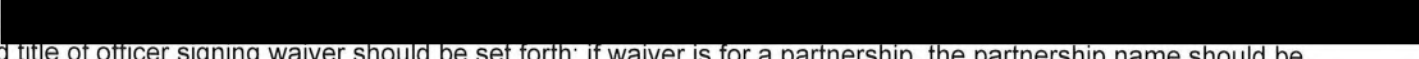
WHEREAS the undersigned has been employed by Milestone - Griffith to furnish and install traffic control and pavement markings for the project ("Project") known as Town of Cedar Lake CCMG 2023-1 of which Town of Cedar Lake CCMG 2023-1 is the owner ("Owner") and on which Milestone Contractors Griffith is a contractor (herein referred to as the "**General Contractor**").

Upon receipt by the Undersigned of a check in the sum of Eight Hundred Seventy-Six & 96/100 (\$876.96) Dollars, payable to Traffic Control Specialists, LLC dba HighStar Traffic and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, the Undersigned, for and in consideration of such sum and other good and valuable considerations, do(es) for its heirs, executors, and administrators, hereby waive and release the **General Contractor, the General Contractor's surety**, the Owner, and each of their parents, subsidiaries, affiliates, members, past and present officers, directors, heirs, and administrators, from any and all suits, debts, demands, torts, charges, causes of action and claims for payment, including claims under the laws or statutes of the municipality, State of federal Government relating to Payment Bonds, the Miller Act, or other Act or statute including Prompt Payment statutes, or Bonds relating to the Project, and in addition all lien, or claim of or right to, lien, under municipal, State of Federal laws or statutes, relating to Mechanics' Liens, with respect to and on said above-described Project, and the improvements thereon, and on the material relating to Mechanics' Liens, Payment Bonds, the Miller Act or other law, Act or statutes, with respect to and on said above-described premises, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the Owner, on account of, arising out of or relating in any way to the labor, services, material, fixtures, equipment, apparatus or machinery furnished by the Undersigned, on the above-described Project from the beginning of time through the date indicated below, including extras.

Date: 05/22/2024 Name of Company: Traffic Control Specialists, LLC dba High Star Traffic
Signed:  (Undersigned)

Subscribed and sworn before me this 22nd day of May, 2024

Notary Name: 
My Commission Expires: 
Notary State: 

NOTE: A  used, and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.