
July 16, 2024

ALL TOWN FUNDS \$1,160,270.21

WASTEWATER OPERATING \$12,627.21

WATER UTILITY \$71,300.61

STORM WATER \$159,448.58

PAYROLL 7/3/24 \$380,053.34

JUN REMITTANCES \$176,881.09

INVOICE GL DISTRIBUTION REPORT FOR TOWN OF CEDAR LAKE
 POST DATES 06/29/2024 - 07/12/2024
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: 0

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000					
101-000-227.400	SALES TAX PAYABLE	KIMBERLY ANDERSON	RENTAL REFUND - CLUBHOUSE	14.00	
101-000-227.400	SALES TAX PAYABLE	INDIANA DEPT OF REVENUE	JUN - SALES TAX - SHELTERS	75.25	
Total For Dept 000				89.25	
Dept 001 CT					
101-001-211.000	CT - OFFICE SUPPLIES	CHASE	BACKGROUND CHECKS, ZOOM, EMAILS, PRE-	6.94	50721
101-001-322.000	CT - TRAVEL	JENNIFER SANDBERG	MILEAGE REIMBURSEMENT - ILMCT CONFERE	115.78	
101-001-394.000	CT - TRAINING	CHASE	BACKGROUND CHECKS, ZOOM, EMAILS, PRE-	499.00	50721
Total For Dept 001 CT				621.72	
Dept 002 TOWN COUNCIL					
101-002-211.000	TOWN - OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	COPY PAPER & 9X12 ENVELOPES	217.04	
101-002-241.000	TOWN - MISC SUPPLIES	PURITAN SPRINGS WATER	DRINKING WATER - TH	28.69	
101-002-313.000	TOWN - PROF SERVICES	AMERICAN LEGAL PUBLISHIN	2024 S-33 SUPPLEMENT PAGES	1,382.50	
101-002-313.000	TOWN - PROF SERVICES	NEW FOCUS HR, LLC	HANDBOOK/POLICY & JOB DESCRIPTION PRO	500.00	
101-002-313.000	TOWN - PROF SERVICES	LITHOGRAPHIC COMMUNICATI	3RD QTR NEWSLETTER	1,167.99	
101-002-332.000	TOWN - ADVERTISING	LEE ENTERPRISES, INC.	NOTICES OF PUBLIC HEARINGS (3) TOWN/P	22.80	
101-002-351.000	TOWN - NIPSCO	NIPSCO	TOWN - GAS & ELEC	357.42	
101-002-353.000	TOWN - STREET/TRAFFIC LIGHTS	NIPSCO	STREET LIGHTS	56.50	
101-002-353.000	TOWN - STREET/TRAFFIC LIGHTS	NIPSCO	STREET LIGHTS	191.89	
101-002-363.000	TOWN - MAINT AGREEMENTS	GATEWAY BUSINESS SYSTEMS	KONICA MINOLTA BIZHUB C650I COPIER	159.00	
101-002-396.000	TOWN - MISC SERVICES	CHASE	BACKGROUND CHECKS, ZOOM, EMAILS, PRE-	25.00	50721
101-002-396.000	TOWN - MISC SERVICES	COMCAST CABLE	JUL TH - ISP, CLUB - ISP, FIRE - ISP	154.81	
101-002-396.000	TOWN - MISC SERVICES	THE ACCUMED GROUP	JUN BILLING SERVICE FEE (EMS)	2,049.20	
101-002-396.000	TOWN - MISC SERVICES	WORKING WELL	DRUG SCREEN - NEW HIRE	45.00	
101-002-396.000	TOWN - MISC SERVICES	PHIL & SON, INC.	MONTHLY SERVICE - TH	153.35	
101-002-396.000	TOWN - MISC SERVICES	WILDMAN WUL GRIFFITH	7/10 MAT SERVICE	45.79	
101-002-399.000	TOWN - FACILITIES	CEDAR LAKE TRUE VALUE	JUN - SCREWS, WOOD STAKES, CHEMICALS,	101.16	
Total For Dept 002 TOWN COUNCIL				6,658.14	
Dept 003 POLICE DEPARTMENT					
101-003-131.000	PD - UNIFORM ALLOWANCE	ARTISTIC ENGRAVING	#62 BADGES & NAME PLATE	401.31	
101-003-221.000	PD - FUEL	WEX BANK	JUN - FUEL PD/PW	46.47	
101-003-233.000	PD - VEHICLE MAINT SUPPLIES	POMP'S TIRE SERVICE, INC	#45 TIRES X 4 (245/55WR18 FIREHAWK PU	539.56	
101-003-233.000	PD - VEHICLE MAINT SUPPLIES	O'REILLY AUTO PARTS	#44 - WIPER BLADES	33.14	
101-003-233.000	PD - VEHICLE MAINT SUPPLIES	O'REILLY AUTO PARTS	#43 - ANTIFREEZE, WIPER BLADES	81.47	
101-003-233.000	PD - VEHICLE MAINT SUPPLIES	O'REILLY AUTO PARTS	#58 - HEADLIGHT	13.06	
101-003-233.000	PD - VEHICLE MAINT SUPPLIES	O'REILLY AUTO PARTS	#52 - HEADLIGHT	49.29	
101-003-233.000	PD - VEHICLE MAINT SUPPLIES	POMP'S TIRE SERVICE, INC	#55 (1) + VIPS #501 (4) TIRES	560.58	
101-003-233.000	PD - VEHICLE MAINT SUPPLIES	JAMES CHRYSLER JEEP AUTO	#51 OIL CHANGE, FILTER, INSPECTION &	53.59	
101-003-233.000	PD - VEHICLE MAINT SUPPLIES	JAMES CHRYSLER JEEP AUTO	#44 OIL CHANGE, FILTER, INSPECTION, T	58.50	
101-003-241.000	PD - MISC SUPPLIES	CEDAR LAKE TRUE VALUE	GOOF OFF PAINT REMOVER	11.39	
101-003-241.000	PD - MISC SUPPLIES	CEDAR LAKE TRUE VALUE	WD40, GOOF OFF PAINT REMOVER	19.46	
101-003-241.000	PD - MISC SUPPLIES	CEDAR LAKE TRUE VALUE	STEEL WOOL, PUTTY KNIFES	7.10	
101-003-241.000	PD - MISC SUPPLIES	CEDAR LAKE TRUE VALUE	PLUNGERS	43.68	
101-003-241.000	PD - MISC SUPPLIES	CEDAR LAKE TRUE VALUE	KEYS, VINYL BUMPERS	9.67	
101-003-241.000	PD - MISC SUPPLIES	PURITAN SPRINGS WATER	DRINKING WATER - PD	35.19	
101-003-331.000	PD - PRINTING	PRINT PRO	2024 GOLF CART DECALS - ADDITIONAL OR	162.61	
101-003-362.000	PD - VEHICLE REPAIRS	AMAZON CAPITAL SERVICES	EXTREME ADHESIVE (12 PK)	48.14	
101-003-362.000	PD - VEHICLE REPAIRS	GALLS, AN ARAMARK COMPAN	#60 UNITY LED SPOT LIGHT	392.99	
101-003-362.000	PD - VEHICLE REPAIRS	JAMES CHRYSLER JEEP AUTO	#60 LIFTER REPLACEMENT	4,596.92	
101-003-362.000	PD - VEHICLE REPAIRS	MTI SERVICE CENTER OF NW	#62 FUEL PUMP & SENDER ASSY + LABOR	1,060.40	
101-003-396.000	PD - MISC SERVICES	HOOSIER POSTAL PLUS, LLC	SHIPPING FOR UPS GROUND PACKAGE	21.57	

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Fund 101 GENERAL FUND					
Dept 003 POLICE DEPARTMENT					
101-003-396.000	PD - MISC SERVICES	WILDMAN WUL GRIFFITH	7/10 MAT SERVICE	30.53	
Total For Dept 003 POLICE DEPARTMENT				8,276.62	
Dept 004 PLANNING, ZONING & BUILDING					
101-004-211.000	PZB - OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	STAMP & STAPLER - PZB	37.86	
101-004-317.000	PZB - UNSAFE BLDG SERVICES	SHEEHY WELL & PUMP CO.IN	UNSAFE ABANDON WELL - 7029 W 135TH AV	606.74	
101-004-361.000	PZB - EQUIP REPAIRS	O'REILLY AUTO PARTS	JUN - BELT, OIL, STARTER, CORE, AIR F	447.66	
Total For Dept 004 PLANNING, ZONING & BUILDING				1,092.26	
Dept 005 FIRE DEPARTMENT					
101-005-211.000	FIRE - OFFICE SUPPLIES	QUILL CORPORATION	BINDERS, CORRECTION TAPE	107.68	
101-005-231.000	FIRE - PARTS/TOOLS	CEDAR LAKE TRUE VALUE	BRASS COMPRESSION FULL UNION, DRILL B	8.62	
101-005-241.000	FIRE - MISC SUPPLIES	BOUNDTREE	MASIMO SET LNCS NEONATAL DISP SENSOR	439.80	
101-005-241.000	FIRE - MISC SUPPLIES	BOUNDTREE	NITRILE GLOVES	167.80	
101-005-241.000	FIRE - MISC SUPPLIES	GURTLER CHEMICALS INC.	WASHING CHEMICALS	442.42	
101-005-241.000	FIRE - MISC SUPPLIES	MENARDS - SCHERERVILLE	#1213 - 1/4"X600' TWST POLY YEL	34.99	
101-005-241.000	FIRE - MISC SUPPLIES	AMAZON CAPITAL SERVICES	1-60PC KEY RINGS 6-SWIVEL TRIGGER SNA	76.90	
101-005-241.000	FIRE - MISC SUPPLIES	CEDAR LAKE TRUE VALUE	#1200 - MISC HARDWARE (CREDIT FOR EXC	2.84	
101-005-241.000	FIRE - MISC SUPPLIES	CEDAR LAKE TRUE VALUE	#1200 - 40 LB SALT PELLET	49.74	
101-005-241.000	FIRE - MISC SUPPLIES	CEDAR LAKE TRUE VALUE	#1221 - CHAIN OIL, SPARK PLUG	17.56	
101-005-241.000	FIRE - MISC SUPPLIES	CEDAR LAKE TRUE VALUE	#1200 - C BATTERIES	19.94	
101-005-241.000	FIRE - MISC SUPPLIES	PURITAN SPRINGS WATER	DRINKING WATER - FIRE	133.87	
101-005-321.000	FIRE - PHONES	COMCAST CABLE	JUL TH - ISP, CLUB - ISP, FIRE - ISP	311.24	
101-005-322.000	FIRE - TRAVEL	SANDY EHMEN	JUNE MILEAGE REIMBURSEMENT	7.52	
101-005-351.000	FIRE - NIPSCO	NIPSCO	TOWN - GAS & ELEC	1,878.56	
101-005-361.000	FIRE - EQUIP REPAIRS	EASY ICE, LLC	FIX ICE MACHINE FOR FIRE STATION	315.00	
101-005-361.000	FIRE - EQUIP REPAIRS	HOOSIER FIRE EQUIPMENT,	SCBA #1213D AIR PACK	390.00	
101-005-362.000	FIRE - VEHICLE REPAIRS	ATOMIC WRAPS LLC	24 FOOT BOAT WRAP	2,774.25	
101-005-362.000	FIRE - VEHICLE REPAIRS	POMP'S TIRE SERVICE, INC	4 TIRES FOR AMBULANCE 1262	539.56	
101-005-362.000	FIRE - VEHICLE REPAIRS	ALL TIRE SERVICES, LLC	UNITS 1252/1202 OIL CHANGES	78.64	
101-005-362.000	FIRE - VEHICLE REPAIRS	LEGACY FIRE APPARATUS	TRUCK 1213 TRANSDUCER BAD REPLACED W	667.76	
101-005-362.000	FIRE - VEHICLE REPAIRS	LEGACY FIRE APPARATUS	TRUCK #1212 CHASIS LIGHTING AND ELEC	2,607.58	
101-005-365.000	FIRE - MAINT AGREEMENTS	CINTAS CORPORATION 2	MATS FOR STATION 1200	69.54	
101-005-396.000	FIRE - MISC SERVICES	RICOH USA, INC	4/24 - 5/23 COPIES - FIRE	209.81	50762
101-005-396.000	FIRE - MISC SERVICES	RICOH USA, INC	5/24 - 6/23 COPIES - FIRE	121.89	50762
101-005-396.000	FIRE - MISC SERVICES	CHASE	BACKGROUND CHECKS, ZOOM, EMAILS, PRE-	5.00	50721
101-005-396.000	FIRE - MISC SERVICES	COMCAST CABLE	6/25 - 7/24 CABLE SERVICE	105.60	
101-005-396.000	FIRE - MISC SERVICES	GREAT LAKES WELDING SUPP	MEDICAL OXYGEN FOR AMBULANCES	148.75	
Total For Dept 005 FIRE DEPARTMENT				11,732.86	
Dept 006 PARKS & RECREATION					
101-006-131.000	PARKS & REC - UNIFORM ALLOWANCE	KOZ'S QUALITY PRINTING I	NEW EMPLOYEE PARK ATTIRE	74.00	
101-006-222.000	PARKS & REC - OPERATING SUPPLIE	AMAZON CAPITAL SERVICES	TOWN GROUNDS BATHROOM SUPPLIES, WHEEL	73.52	
101-006-222.000	PARKS & REC - OPERATING SUPPLIE	AMAZON CAPITAL SERVICES	TOWN GROUNDS BATHROOM SUPPLIES, WHEEL	152.97	
101-006-222.000	PARKS & REC - OPERATING SUPPLIE	INDIANA GROCERY GROUP, L	BINGO REFRESHMENTS	17.98	
101-006-222.000	PARKS & REC - OPERATING SUPPLIE	INDIANA GROCERY GROUP, L	EVENT REFRESHMENTS - WATER	7.98	
101-006-222.000	PARKS & REC - OPERATING SUPPLIE	AMAZON CAPITAL SERVICES	TOWN GROUNDS BATHROOM SUPPLIES & PARK	373.84	
101-006-222.000	PARKS & REC - OPERATING SUPPLIE	AMAZON CAPITAL SERVICES	TOWN GROUNDS BATHROOM SUPPLIES, WHEEL	112.39	
101-006-222.000	PARKS & REC - OPERATING SUPPLIE	AMAZON CAPITAL SERVICES	BLADE BALANCER, ACRYLIC SIGNS & FLOOR	34.99	
101-006-222.000	PARKS & REC - OPERATING SUPPLIE	AMAZON CAPITAL SERVICES	RUBBER BANDS FOR TRASH CANS GARBAGE B	303.33	
101-006-222.000	PARKS & REC - OPERATING SUPPLIE	MENARDS - SCHERERVILLE	DISH SOAP FOR WEED KILLER	23.36	
101-006-231.000	PARKS & REC - PARTS/TOOLS	AMAZON CAPITAL SERVICES	TOWN GROUNDS BATHROOM SUPPLIES, WHEEL	73.52	
101-006-231.000	PARKS & REC - PARTS/TOOLS	AMAZON CAPITAL SERVICES	BLADE BALANCER, ACRYLIC SIGNS & FLOOR	253.88	

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Fund 101 GENERAL FUND					
Dept 006 PARKS & RECREATION					
101-006-231.000	PARKS & REC - PARTS/TOOLS	CEDAR LAKE TRUE VALUE	JUN - SCREWS, WOOD STAKES, CHEMICALS,	59.82	
101-006-231.000	PARKS & REC - PARTS/TOOLS	O'REILLY AUTO PARTS	JUN - BELT, OIL, STARTER, CORE, AIR F	81.19	
101-006-241.000	PARKS & REC - MISC SUPPLIES	CEDAR LAKE TRUE VALUE	JUN - SCREWS, WOOD STAKES, CHEMICALS,	329.00	
101-006-241.000	PARKS & REC - MISC SUPPLIES	PURITAN SPRINGS WATER	2024 ONGOING WATER FOR THE PARKS DEPA	32.25	
101-006-313.000	PARKS & REC - PROF SERVICES	CONTEXT DESIGN	PARKS PROFESSIONAL SERVICES AGREEMENT	10,499.15	
101-006-313.000	PARKS & REC - PROF SERVICES	NEW FOCUS HR, LLC	HANDBOOK/POLICY & JOB DESCRIPTION PRO	500.00	
101-006-315.000	PARKS & REC - EVENT SERVICES	KOZ'S QUALITY PRINTING I	BEACH BALLS FOR 4TH OF JULY PARADE	414.00	
101-006-396.000	PARKS & REC - MISC SERVICES	CHASE	BACKGROUND CHECKS, ZOOM, EMAILS, PRE-	100.00	50721
101-006-396.000	PARKS & REC - MISC SERVICES	PREMIER PORTA POTTY, INC	BARTLETT WAHLBERG PORTA JOHNS	230.00	
101-006-396.000	PARKS & REC - MISC SERVICES	RICOH	7/20 - 8/19/24 COPIER LEASE - PARKS	90.89	
101-006-396.000	PARKS & REC - MISC SERVICES	CHICAGO TRIBUNE	ORDER 7649057 - NOTICE OF PUBLIC HEAR	10.19	
101-006-396.000	PARKS & REC - MISC SERVICES	LEE ENTERPRISES, INC.	NOTICES OF PUBLIC HEARINGS (3) TOWN/P	25.60	
101-006-399.000	PARKS & REC - FACILITIES	RAL LANDSCAPING & GC INC	PLAYGROUND WOOD CHIPS FOR PARKS	3,800.00	
Total For Dept 006 PARKS & RECREATION				17,673.85	
Total For Fund 101 GENERAL FUND				46,144.70	
Fund 103 GENERAL FUND N/R DONATION					
Dept 001 CT					
103-001-110.125	GEN N/R - PUBLIC WORKS EMPLOYEE	INDIANA GROCERY GROUP, L	EMPLOYEE BREAKFAST	101.76	
103-001-110.312	POLICE EVENTS	INDIANA GROCERY GROUP, L	PD EVENT REFRESHMENTS - GATORADE	47.96	
Total For Dept 001 CT				149.72	
Total For Fund 103 GENERAL FUND N/R DONATION				149.72	
Fund 104 L.C. SOLID WASTE GRANT					
Dept 001 CT					
104-001-231.000	LCSW - REPAIR PARTS	O'REILLY AUTO PARTS	JUN - BELT, OIL, STARTER, CORE, AIR F	39.05	
Total For Dept 001 CT				39.05	
Total For Fund 104 L.C. SOLID WASTE GRANT				39.05	
Fund 105 CASINO GAMING FUND					
Dept 001 CT					
105-001-312.000	CAS - GENERAL ENGINEER	CHRISTOPHER B. BURKE ENG	MAY - CO FOR SHADES SUBDIVISION IMPRO	17,466.50	50717
Total For Dept 001 CT				17,466.50	
Total For Fund 105 CASINO GAMING FUND				17,466.50	
Fund 106 POLICE NON-REVERTING					
Dept 001 CT					
106-001-445.000	POLICE N/R EQUIPMENT	RAY O'HERRON CO., INC.	RAZOR II G2 BLACK VEST CARRIER WITH T	4,275.00	
Total For Dept 001 CT				4,275.00	
Total For Fund 106 POLICE NON-REVERTING				4,275.00	
Fund 115 POLICE K-9 FUND					
Dept 001 CT					
115-001-241.000	MISC SUPPLIES	BEN TOMKO	REIMBURSE - K9 SHIRTS	787.50	
115-001-241.000	MISC SUPPLIES	BEN TOMKO	REIMBURSE - TOUGH RIP-STOP DOG BED	266.43	
Total For Dept 001 CT				1,053.93	
Total For Fund 115 POLICE K-9 FUND				1,053.93	

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 201 MOTOR VEHICLE HIGHWAY					
Dept 001 CT					
201-001-131.000	MVH - UNIFORM ALLOWANCE	CEDAR LAKE TRUE VALUE	JUN - SCREWS, WOOD STAKES, CHEMICALS,	18.99	
201-001-221.000	MVH - FUEL/OIL	SCHAEFFER MFG. CO.	OIL	892.10	
201-001-221.000	MVH - FUEL/OIL	WEX BANK	JUN - FUEL PD/PW	117.90	
201-001-221.000	MVH - FUEL/OIL	O'REILLY AUTO PARTS	JUN - BELT, OIL, STARTER, CORE, AIR F	183.84	
201-001-221.000	MVH - FUEL/OIL	O'REILLY AUTO PARTS	OIL	379.99	
201-001-231.000	MVH - REPAIR PARTS	CEDAR LAKE TRUE VALUE	JUN - SCREWS, WOOD STAKES, CHEMICALS,	1.42	
201-001-233.000	MVH - VEHICLE MAINT SUPPLY	NAPA	PAINT FOR TRUCK	194.97	
201-001-233.000	MVH - VEHICLE MAINT SUPPLY	TRANSCHICAGO TRUCK GROUP	PW13 AIR SPRING KIT	60.87	
201-001-233.000	MVH - VEHICLE MAINT SUPPLY	O'REILLY AUTO PARTS	JUN - BELT, OIL, STARTER, CORE, AIR F	73.98	
201-001-241.000	MVH - MISC SUPPLIES	ABLE PAPER & JANITORIAL	KITCHEN TOWELS, SPOONS	19.03	
201-001-241.000	MVH - MISC SUPPLIES	ABLE PAPER & JANITORIAL	MULTIFOLD TOWELS, KITCHEN TOWELS	18.68	
201-001-241.000	MVH - MISC SUPPLIES	USA TOOLS LLC	GOGGLES X 2	63.94	
201-001-241.000	MVH - MISC SUPPLIES	USA TOOLS LLC	PW TOOLS - ELECTRICAL DISC	32.00	
201-001-241.000	MVH - MISC SUPPLIES	CEDAR LAKE TRUE VALUE	JUN - SCREWS, WOOD STAKES, CHEMICALS,	41.78	
201-001-241.000	MVH - MISC SUPPLIES	O'REILLY AUTO PARTS	JUN - BELT, OIL, STARTER, CORE, AIR F	233.86	
201-001-241.000	MVH - MISC SUPPLIES	PURITAN SPRINGS WATER	DRINKING WATER - PW	26.11	
201-001-351.000	MVH - NIPSCO	NIPSCO	TOWN - GAS & ELEC	10.90	
201-001-361.000	MVH - EQUIPMENT REPAIRS	STERLING MACHINE CO. INC	JOHN DEERE REPAIR	692.00	
201-001-362.000	MVH - VEHICLE REPAIRS	T & M TIRE SERVICE, INC	PW16 REPAIR	574.25	
201-001-396.000	MVH - MISC SERVICES	RICOH USA, INC	4/1 - 6/30 COPIES - PW	29.42	50762
201-001-396.000	MVH - MISC SERVICES	COMCAST CABLE	JUL TH - ISP, CLUB - ISP, FIRE - ISP	155.62	
201-001-450.000	MVH - ROAD PROJECT	MILESTONE CONTRACTORS NO	SHADES SUBDIVISION IMPROVEMENTS PHASE	33,332.88	50789
Total For Dept 001 CT				37,154.53	
Total For Fund 201 MOTOR VEHICLE HIGHWAY				37,154.53	
Fund 202 LOCAL ROAD & STREET					
Dept 001 CT					
202-001-231.000	LRS - REPAIR PARTS	GRUEL BROS., INC	OIL FOR CHAINSAWS	89.97	
202-001-238.000	LRS - EMULSION	ASPHALT MATERIALS, INC	EMULSION	15,964.54	
202-001-239.000	LRS - SIGNAGE SUPPLIES	CEDAR LAKE TRUE VALUE	JUN - SCREWS, WOOD STAKES, CHEMICALS,	44.64	
Total For Dept 001 CT				16,099.15	
Total For Fund 202 LOCAL ROAD & STREET				16,099.15	
Fund 210 LEEF					
Dept 001 CT					
210-001-394.000	LEEF - INSTRUCT/TRAINING	CHASE	BACKGROUND CHECKS, ZOOM, EMAILS, PRE-	51.38	50721
210-001-394.000	LEEF - INSTRUCT/TRAINING	CITY OF CROWN POINT	#51 CRASH TEAM TRAINING	540.00	
Total For Dept 001 CT				591.38	
Total For Fund 210 LEEF				591.38	
Fund 321 2022 RDA LEASE RENTAL REVENUE BONDS					
Dept 001 CT					
321-001-338.000	RDA BOND DEBT PYMT	U.S. BANK	Y2022 CL RDA LEASE RENTAL REVENUE BON	200,125.00	50766
Total For Dept 001 CT				200,125.00	
Total For Fund 321 2022 RDA LEASE RENTAL REVENUE BOND				200,125.00	
Fund 400 CLUBHOUSE NON-REVERTING					
Dept 001 CT					
400-001-396.000	CLUBHOUSE - MISC SERV	PHIL & SON, INC.	MONTHLY SERVICE - CLUBHOUSE	54.70	

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Fund 400 CLUBHOUSE NON-REVERTING					
Dept 001 CT					
400-001-500.000	CLUBHOUSE - REFUNDS	AMY BAUER	REFUND FACILITY DEPOSIT	200.00	
400-001-500.000	CLUBHOUSE - REFUNDS	CHRISTINA DELGADO	REFUND FACILITY DEPOSIT	200.00	
400-001-500.000	CLUBHOUSE - REFUNDS	CORTNEY BISHOP	REFUND FACILITY DEPOSIT	200.00	
400-001-500.000	CLUBHOUSE - REFUNDS	JERRY PITTMAN	REFUND FACILITY DEPOSIT	200.00	
400-001-500.000	CLUBHOUSE - REFUNDS	JESSICA WOTHERSPOON	REFUND FACILITY DEPOSIT	200.00	
400-001-500.000	CLUBHOUSE - REFUNDS	JULIE RIVERA	REFUND FACILITY DEPOSIT	200.00	
400-001-500.000	CLUBHOUSE - REFUNDS	KIMBERLY ANDERSON	RENTAL REFUND - CLUBHOUSE	400.00	
400-001-500.000	CLUBHOUSE - REFUNDS	RITA OBERMAN	REFUND FACILITY DEPOSIT	200.00	
400-001-500.000	CLUBHOUSE - REFUNDS	SHANNON RUPP	REFUND FACILITY DEPOSIT	200.00	
400-001-500.000	CLUBHOUSE - REFUNDS	SHARON D'APICE	REFUND FACILITY DEPOSIT	200.00	
400-001-500.000	CLUBHOUSE - REFUNDS	STEPHANIE CONDUCT	REFUND FACILITY DEPOSIT	200.00	
400-001-500.000	CLUBHOUSE - REFUNDS	SUSIE WOODWARD	REFUND FACILITY DEPOSIT	200.00	
Total For Dept 001 CT				2,654.70	
Total For Fund 400 CLUBHOUSE NON-REVERTING				2,654.70	
Fund 401 CUMULATIVE CAPITAL IMPROVEMENTS					
Dept 001 CT					
401-001-313.000	CCI - PROF SERVICES	CHASE	BACKGROUND CHECKS, ZOOM, EMAILS, PRE-	478.06	50721
Total For Dept 001 CT				478.06	
Total For Fund 401 CUMULATIVE CAPITAL IMPROVEMENTS				478.06	
Fund 402 CUMULATIVE CAPITAL DEVELOPMENT					
Dept 001 CT					
402-001-451.000	CCD - FIRE EQUIP	DIVE RIGHT IN SCUBA, INC	ROPE AND SUPPLIES FOR DIVE TEAM	6,768.00	
402-001-451.000	CCD - FIRE EQUIP	DIVE RIGHT IN SCUBA, INC	PONTY BOTTLE BANK KIT AND HOSE	312.64	
402-001-453.000	CCD - PD VEHICLES (LEASE)	BB COMMUNITY LEASING SER	2021 DODGE DURANGO LEASES 5756-001 TO	17,250.19	
402-001-455.000	CCD - IMPROVEMENTS	AMAZON CAPITAL SERVICES	WIRE MOULD, NETWORK SWITCH CLUBHOUSE	79.66	
402-001-455.000	CCD - IMPROVEMENTS	AMAZON CAPITAL SERVICES	WIRE MOULD, NETWORK SWITCH CLUBHOUSE	166.97	
402-001-455.000	CCD - IMPROVEMENTS	AMAZON CAPITAL SERVICES	DAIS COMPUTER & VIDEO STREAM COMPUTER	1,332.18	
402-001-455.000	CCD - IMPROVEMENTS	AMAZON CAPITAL SERVICES	ERGONIC DESK CHAIRS (2) AND MONITOR M	417.68	
402-001-455.000	CCD - IMPROVEMENTS	AMAZON CAPITAL SERVICES	CHAIR MATS FOR IT	72.80	
Total For Dept 001 CT				26,400.12	
Total For Fund 402 CUMULATIVE CAPITAL DEVELOPMENT				26,400.12	
Fund 403 PARK & REC NRO					
Dept 001 CT					
403-001-221.000	PK NRO - OPER SUPPLIES	AMAZON CAPITAL SERVICES	PRIVACY SCREEN FENCE FOR KIWANIS DOG	249.85	
403-001-315.000	PK NRO - EVENT SERVICES	PREMIER PORTA POTTY, INC	KIWANIS PARK & SOCCER PORTABLE UNITS	115.00	
403-001-315.000	PK NRO - EVENT SERVICES	SANTA DOUG LLC	INDEPENDENCE WEEKEND PARADE	150.00	
403-001-315.000	PK NRO - EVENT SERVICES	KOZ'S QUALITY PRINTING I	TIF PARADE BANNER	94.00	
403-001-500.000	PK NRO - REFUNDS	ROBERT PRETE	REFUND ADULT PAINT CLASS	25.00	
Total For Dept 001 CT				633.85	
Total For Fund 403 PARK & REC NRO				633.85	
Fund 404 REDEVELOPMENT DISTRICT GENERAL					
Dept 001 CT					
404-001-313.000	RDC - PROF SERVICES	HUNTINGTON NATIONAL BANK	ANNUAL ADMIN FEE - 7082026905	2,250.00	
Total For Dept 001 CT				2,250.00	

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GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 404 REDEVELOPMENT DISTRICT GENERAL					
Total For Fund 404 REDEVELOPMENT DISTRICT GENERAL				2,250.00	
Fund 410 2020 REF BOND (2007 RDA LR BONDS)					
Dept 001 CT					
410-001-500.000	RDA - 2007 BOND PMT	U.S. BANK	Y2020 RDA LEASE RENTAL REFUNDING BOND	84,300.00	50767
Total For Dept 001 CT				84,300.00	
Total For Fund 410 2020 REF BOND (2007 RDA LR BONDS)				84,300.00	
Fund 412 2017 ABC RDA BONDS					
Dept 001 CT					
412-001-337.000	2017 A RDA DEBT PAYMENT	HUNTINGTON NATIONAL BANK	2017 RDA ABC BONDS LEASE RENTAL	177,472.00	357
412-001-338.000	2017 B RDA DEBT PAYMENT	HUNTINGTON NATIONAL BANK	2017 RDA ABC BONDS LEASE RENTAL	174,028.00	357
412-001-339.000	2017 C RDA DEBT PAYMENT	HUNTINGTON NATIONAL BANK	2017 RDA ABC BONDS LEASE RENTAL	71,000.00	357
Total For Dept 001 CT				422,500.00	
Total For Fund 412 2017 ABC RDA BONDS				422,500.00	
Fund 709 BUILDING DEPT ESCROW FEES FUND					
Dept 001 CT					
709-001-502.000	REFUND	MCFARLAND HOMES	RELEASE OF ESCROW	2,500.00	
709-001-502.000	REFUND	OLTHOF HOMES	RELEASE OF ESCROW	2,500.00	
Total For Dept 001 CT				5,000.00	
Total For Fund 709 BUILDING DEPT ESCROW FEES FUND				5,000.00	
Fund 804 REDEV: TIF - WKR/133 ALLOC					
Dept 001 CT					
804-001-315.000	TIF - FACADE GRANT PROGRAM	SUMMER WINDS COMMERCIAL,	DEVELOPER AGREEMENT FOR UTILITIES & A	18,500.00	
Total For Dept 001 CT				18,500.00	
Total For Fund 804 REDEV: TIF - WKR/133 ALLOC				18,500.00	
Fund 806 GARBAGE					
Dept 001 CT					
806-001-001.000	GARBAGE - SERVICE CONTRACT	REPUBLIC SERVICES	JUN RESIDENTIAL SERVICE	126,575.00	
Total For Dept 001 CT				126,575.00	
Total For Fund 806 GARBAGE				126,575.00	
Fund 807 ECOSYSTEM NON-REVERTING					
Dept 001 CT					
807-001-312.000	ENGINEERING	CHRISTOPHER B. BURKE ENG	JUN - CO DREDGING	948.00	
807-001-445.000	PROJECT CONSTRUCTION	CULY CONTRACTING	SDF OUTLET PIPE LINING REPAIR	13,600.00	
Total For Dept 001 CT				14,548.00	
Total For Fund 807 ECOSYSTEM NON-REVERTING				14,548.00	
Fund 808 COMMUNITY CROSSINGS GRANT					
Dept 001 CT					
808-001-445.000	CC GRANT - CONSTRUCTION	MILESTONE CONTRACTORS NO	SHADES SUBDIVISION IMPROVEMENTS PHASE	133,331.52	50788
Total For Dept 001 CT				133,331.52	
Total For Fund 808 COMMUNITY CROSSINGS GRANT				133,331.52	

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GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 101	GENERAL FUND	46,144.70
Fund 103	GENERAL FUND	149.72
Fund 104	L.C. SOLID WA	39.05
Fund 105	CASINO GAMING	17,466.50
Fund 106	POLICE NON-RE	4,275.00
Fund 115	POLICE K-9 FU	1,053.93
Fund 201	MOTOR VEHICLE	37,154.53
Fund 202	LOCAL ROAD &	16,099.15
Fund 210	LEEF	591.38
Fund 321	2022 RDA LEAS	200,125.00
Fund 400	CLUBHOUSE NON	2,654.70
Fund 401	CUMULATIVE CA	478.06
Fund 402	CUMULATIVE CA	26,400.12
Fund 403	PARK & REC NR	633.85
Fund 404	REDEVELOPMENT	2,250.00
Fund 410	2020 REF BOND	84,300.00
Fund 412	2017 ABC RDA	422,500.00
Fund 709	BUILDING DEPT	5,000.00
Fund 804	REDEV: TIF -	18,500.00
Fund 806	GARBAGE	126,575.00
Fund 807	ECOSYSTEM NON	14,548.00
Fund 808	COMMUNITY CRO	133,331.52

Total For All Funds:	1,160,270.21
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GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 630 WW OPERATING					
Dept 001 CT					
630-001-212.000	WW - BILLING/POSTAGE	LITHOGRAPHIC COMMUNICATI	JUL - BILLING	4,167.21	
630-001-221.000	WW - FUEL	SCHAEFFER MFG. CO.	OIL	892.12	
630-001-221.000	WW - FUEL	O'REILLY AUTO PARTS	OIL	400.00	
630-001-231.002	WW - PARTS - PW	USA TOOLS LLC	WW TOOLS - 14 PC SAE FULL	119.50	
630-001-231.003	WW - PARTS - UTILITY INFRAST	CEDAR LAKE TRUE VALUE	JUN - SCREWS, WOOD STAKES, CHEMICALS,	24.85	
630-001-241.002	WW - MISC SUPPLIES - PW	ABLE PAPER & JANITORIAL	KITCHEN TOWELS, SPOONS	19.03	
630-001-241.002	WW - MISC SUPPLIES - PW	ABLE PAPER & JANITORIAL	MULTIFOLD TOWELS, KITCHEN TOWELS	18.68	
630-001-241.002	WW - MISC SUPPLIES - PW	O'REILLY AUTO PARTS	JUN - BELT, OIL, STARTER, CORE, AIR F	61.45	
630-001-241.002	WW - MISC SUPPLIES - PW	PURITAN SPRINGS WATER	DRINKING WATER - PW	26.10	
630-001-241.003	WW - MISC SUPPLIES - UTILITY IN	CEDAR LAKE TRUE VALUE	JUN - SCREWS, WOOD STAKES, CHEMICALS,	239.04	
630-001-241.004	WW - MISC SUPPLIES - TOWN	PURITAN SPRINGS WATER	DRINKING WATER - TH	28.69	
630-001-313.000	WW - PROF SERVICES	CHASE	ZOOM, EMAILS MONTHLY SUBSCRIPTION	478.06	11430
630-001-313.005	WW - PROF SERV - OTHER	AMERICAN LEGAL PUBLISHIN	2024 S-33 SUPPLEMENT PAGES	460.84	
630-001-313.005	WW - PROF SERV - OTHER	NEW FOCUS HR, LLC	HANDBOOK/POLICY & JOB DESCRIPTION PRO	500.00	
630-001-351.001	WW - NIPSCO - PW	NIPSCO	TOWN - GAS & ELEC	10.90	
630-001-351.002	WW - NIPSCO - UTILITY OPERATION	NIPSCO	LIFT STATIONS	2,829.56	
630-001-351.002	WW - NIPSCO - UTILITY OPERATION	NIPSCO	LIFT STATIONS	810.33	
630-001-361.002	WW - REPAIRS (OUTSOURCED - PW	STERLING MACHINE CO. INC	JOHN DEERE REPAIR	692.00	
630-001-363.001	WW - MAINT AGREEMENTS - TOWN	GATEWAY BUSINESS SYSTEMS	KONICA MINOLTA BIZHUB C650I COPIER	159.00	
630-001-396.000	WW - MISC SERVICES	RICOH USA, INC	4/1 - 6/30 COPIES - PW	29.42	11439
630-001-396.000	WW - MISC SERVICES	COMCAST CABLE	JUL TH - ISP, CLUB - ISP, FIRE - ISP	310.43	
630-001-396.000	WW - MISC SERVICES	IUPPS	JUNE LOCATES	196.65	
630-001-396.000	WW - MISC SERVICES	PHIL & SON, INC.	MONTHLY SERVICE - TH	153.35	
Total For Dept 001 CT				12,627.21	
Total For Fund 630 WW OPERATING				12,627.21	

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 630 WW OPERATING	12,627.21
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Total For All Funds:	<u>12,627.21</u>
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GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 640 WATER OPERATING					
Dept 000					
640-000-227.400	SALES TAX PAYABLE	INDIANA DEPT OF REVENUE	JUN - SALES TAX - WTR	11,292.26	
Total For Dept 000				11,292.26	
Dept 001 CT					
640-001-234.000	WTR - CHEMICALS	HAWKINS, INC	WATER CHEMICALS - AZONE 15, HWTG-BLEA	1,935.16	
640-001-234.000	WTR - CHEMICALS	HAWKINS, INC	WATER CHEMICALS - AZONE 15	1,641.43	
640-001-234.000	WTR - CHEMICALS	USABLUBOOK	CHEMICALS FOR WATER TESTING	176.06	
640-001-241.001	WTR - MISC SUPPLIES - TRANSPORT	O'REILLY AUTO PARTS	JUN - BELT, OIL, STARTER, CORE, AIR F	48.26	
640-001-241.002	WTR - MISC SUPPLIES - PW	ABLE PAPER & JANITORIAL	KITCHEN TOWELS, SPOONS	19.04	
640-001-241.002	WTR - MISC SUPPLIES - PW	ABLE PAPER & JANITORIAL	MULTIFOLD TOWELS, KITCHEN TOWELS	18.67	
640-001-241.002	WTR - MISC SUPPLIES - PW	CEDAR LAKE TRUE VALUE	JUN - SCREWS, WOOD STAKES, CHEMICALS,	26.58	
640-001-241.003	WTR - MISC SUPPLIES - UTILITY I	CEDAR LAKE TRUE VALUE	JUN - SCREWS, WOOD STAKES, CHEMICALS,	239.07	
640-001-242.000	WTR - METERS & YOKES	UTILITY SUPPLY COMPANY	R900 PITS, FLANGES, & COVERS	799.62	
640-001-313.001	WTR - PROF SERV - TESTING	MICROBAC LABORATORIES, I	PROJECT:2450033 - COLIFORM, E-COLI P-	58.50	
640-001-313.001	WTR - PROF SERV - TESTING	MICROBAC LABORATORIES, I	PROJECT:5245047 - COLIFORM, E-COLI P-	292.50	
640-001-313.001	WTR - PROF SERV - TESTING	MICROBAC LABORATORIES, I	PROJECT: 2450063 COLIFORM, E-COLI P-A	58.50	
640-001-313.001	WTR - PROF SERV - TESTING	MICROBAC LABORATORIES, I	PROJECT: 5245067 COLIFORM, E-COLI P-A	58.50	
640-001-313.004	WTR - PROF SERV - OTHER	AMERICAN LEGAL PUBLISHIN	2024 S-33 SUPPLEMENT PAGES	460.83	
640-001-313.004	WTR - PROF SERV - OTHER	NEW FOCUS HR, LLC	HANDBOOK/POLICY & JOB DESCRIPTION PRO	500.00	
640-001-321.002	WTR - PHONES & INTERNET - PW	VERIZON WIRELESS	5/24 - 6/23 PHONE SERVICE - WTR SUPER	49.56	8335
640-001-351.001	WTR - NIPSCO - PW	NIPSCO	TOWN - GAS & ELEC	10.91	
640-001-351.002	WTR - NIPSCO - UTILITY OPERATIO	NIPSCO	WATER - GAS & ELEC	19,259.27	
640-001-361.001	WTR - REPAIRS (OUTSOURCED) - TR	JAMES CHRYSLER JEEP AUTO	WATER RAM TRUCK REPAIR	450.00	
640-001-363.001	WTR - MAINT AGREEMENTS - TOWN	GATEWAY BUSINESS SYSTEMS	KONICA MINOLTA BIZHUB C650I COPIER	158.99	
640-001-363.003	WTR - MAINT AGREEMENTS - UTILIT	UTILITY SERVICE CO., INC	PEDISPHERE PARRISH AVE TANK - MONTHLY	3,667.83	
640-001-396.000	WTR - MISC SERVICES	IUPPS	JUNE LOCATES	196.65	
640-001-500.000	WTR - TRANSFERS-DEBT	THE BANK OF NEW YORK MEL	JUL 24 DEBT SERVICE RESERVE REQUIREME	1,524.30	
640-001-500.000	WTR - TRANSFERS-DEBT	THE BANK OF NEW YORK MEL	JUL 24 SRF BONDS DEBT SERVICE	28,171.74	
Total For Dept 001 CT				59,821.97	
Total For Fund 640 WATER OPERATING				71,114.23	
Fund 642 WATER UTILITY DEPOSIT					
Dept 001 CT					
642-001-503.000	WTR - REFUND DEPOSIT	JARMUSZ CAROL	UB deposit refund for account: 25-013	72.00	
Total For Dept 001 CT				72.00	
Total For Fund 642 WATER UTILITY DEPOSIT				72.00	
Fund 644 WATER DEVELOPMENT 2022 CAUSE NO. 45606					
Dept 001 CT					
644-001-241.000	WTR DEV - MISC SUPPLIES	GRUEL BROS., INC	TH TREE REMOVAL FOR WATER LINE	114.38	
Total For Dept 001 CT				114.38	
Total For Fund 644 WATER DEVELOPMENT 2022 CAUSE NO. 4				114.38	

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Fund Totals:

Fund 640 WATER OPERATI	71,114.23
Fund 642 WATER UTILITY	72.00
Fund 644 WATER DEVELOP	114.38

Total For All Funds:	<u>71,300.61</u>
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GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 650 STORM WATER OPER					
Dept 001 CT					
650-001-241.002	SWD - MISC SUPPLIES - PW	ABLE PAPER & JANITORIAL	KITCHEN TOWELS, SPOONS	19.04	
650-001-241.002	SWD - MISC SUPPLIES - PW	ABLE PAPER & JANITORIAL	MULTIFOLD TOWELS, KITCHEN TOWELS	18.67	
650-001-313.005	SWD - PROF SERV - OTHER	AMERICAN LEGAL PUBLISHIN	2024 S-33 SUPPLEMENT PAGES	460.83	
650-001-313.005	SWD - PROF SERV - OTHER	NEW FOCUS HR, LLC	HANDBOOK/POLICY & JOB DESCRIPTION PRO	500.00	
650-001-351.001	SWD - NIPSCO - PW	NIPSCO	TOWN - GAS & ELEC	10.91	
650-001-351.002	SWD - NIPSCO - UTILITY OPERATIO	NIPSCO	STORM - GAS & ELEC	729.11	
650-001-363.001	SWD - MAINT AGREEMENTS - TOWN	GATEWAY BUSINESS SYSTEMS	KONICA MINOLTA BIZHUB C650I COPIER	158.99	
Total For Dept 001 CT				1,897.55	
Total For Fund 650 STORM WATER OPER				1,897.55	
Fund 652 STORM DEBT SERVICE					
Dept 001 CT					
652-001-338.000	STORM - DEBT SERVICE	FIRST MERCHANTS BANK	2017 STORM REF BOND PRIN & INT	96,116.00	
Total For Dept 001 CT				96,116.00	
Total For Fund 652 STORM DEBT SERVICE				96,116.00	
Fund 654 STORM CAPITAL IMPROVEMENT					
Dept 001 CT					
654-001-241.000	STORM CAP - MISC SUPPLIES	US AGGREGATES INC	STORM PROJECT - GIBBONS	482.90	
654-001-241.000	STORM CAP - MISC SUPPLIES	CEDAR LAKE TRUE VALUE	JUN - SCREWS, WOOD STAKES, CHEMICALS,	50.87	
654-001-361.000	STORM CAP - MISC SERV	PGX, INC	EAST LAKE SHORE DRIVE STORM PROJECT	13,145.00	
Total For Dept 001 CT				13,678.77	
Total For Fund 654 STORM CAPITAL IMPROVEMENT				13,678.77	
Fund 656 2017 STORM WATER DEBT					
Dept 001 CT					
656-001-338.000	2017 STORM DEBT SERVICE	HUNTINGTON NATIONAL BANK	2017 STORM WATER BOND PRIN & INT	47,756.26	
Total For Dept 001 CT				47,756.26	
Total For Fund 656 2017 STORM WATER DEBT				47,756.26	

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BANK CODE: 12

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 650 STORM WATER O	1,897.55
Fund 652 STORM DEBT SE	96,116.00
Fund 654 STORM CAPITAL	13,678.77
Fund 656 2017 STORM WA	47,756.26

Total For All Funds:	<u>159,448.58</u>
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GL Number		Amount
101	GENERAL FUND	
001	CT	
101-001-111.000	CT - CLERK-TREASURER	1,413.47
101-001-112.000	CT - FULL TIME	2,329.70
101-001-122.000	CT - FICA/MED	276.86
101-001-123.000	CT - PERF	299.89
101-001-124.000	CT - LONGEVITY	55.22
Totals for Fund-Dept: 101-001		4,375.14
002	TOWN COUNCIL	
101-002-111.000	TOWN - MANAGER	1,769.25
101-002-112.000	TOWN - FULL-TIME	4,593.10
101-002-114.000	TOWN - CUSTODIAN	883.21
101-002-121.000	TOWN - GROUP HEALTH	72,112.03
101-002-122.000	TOWN - FICA/MED	542.72
101-002-123.000	TOWN - PERF	812.33
101-002-124.000	TOWN - LONGEVITY	7.53
Totals for Fund-Dept: 101-002		80,720.17
003	POLICE DEPARTMENT	
101-003-111.000	PD - CHIEF SALARY	3,432.69
101-003-112.000	PD - FULL TIME OFFICERS	62,592.70
101-003-113.000	PD - FULL-TIME CLERKS	3,512.00
101-003-115.000	PD - PART TIME	1,206.45
101-003-116.000	PD - OVERTIME	749.71
101-003-122.000	PD - FICA/MED	1,293.95
101-003-123.000	PD - PERF	14,161.43
101-003-124.000	PD - LONGEVITY	810.00
Totals for Fund-Dept: 101-003		87,758.93
004	PLANNING, ZONING & BUILDING	
101-004-112.000	PZB - FULL-TIME STAFF	3,766.54
101-004-118.000	PZB - BUILDING INSPECTORS	3,494.45
101-004-122.000	PZB - FICA/MED	531.84
101-004-123.000	PZB - PERF	819.11
101-004-124.000	PZB - LONGEVITY	52.49
Totals for Fund-Dept: 101-004		8,664.43
005	FIRE DEPARTMENT	
101-005-111.000	FIRE - CHIEF	3,432.69
Totals for Fund: 101		253,256.57
104	I.C. SOLID WASTE GRANT	
001	CT	
104-001-112.000	LCSW - FULL TIME EMPLOYEES	1,720.40
104-001-122.000	LCSW - FICA/MED	128.41
104-001-123.000	LCSW - PERF	197.23
104-001-124.000	LCSW - LONGEVITY	3.00
Totals for Fund-Dept: 104-001		2,049.04
002	TOWN COUNCIL	
104-002-121.000	PAYROLL - BENEFITS	1,110.59
Totals for Fund-Dept: 104-002		1,110.59
Totals for Fund: 104		3,159.63
201	MOTOR VEHICLE HIGHWAY	
001	CT	
201-001-111.000	MVH - OPER DIRECTOR	1,029.81
201-001-112.000	MVH - FULL TIME CREW	8,292.01
201-001-113.000	MVH - FULL-TIME OFFICE	514.80
201-001-116.000	MVH - OVERTIME	803.20
201-001-118.000	MVH - ON-CALL DUTY	130.07

GL Number		Amount
201-001-122.000	MVE - FICA/MED	804.77
201-001-123.000	MVH - PERF	1,154.66
201-001-124.000	MVH - LONGEVITY	48.48
Totals for Fund-Dept: 201-001		12,777.80
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002	TOWN COUNCIL	
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201-002-121.000	PAYROLL - BENEFITS	7,403.58
Totals for Fund-Dept: 201-002		7,403.58
Totals for Fund: 201		20,181.38
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404	REDEVELOPMENT DISTRICT GENERAL	
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001	CT	
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404-001-111.000	RDC - FULL-TIME STAFF	1,404.50
404-001-122.000	RDC - FICA/MED	104.23
404-001-123.000	RDC - PERF	145.85
404-001-124.000	RDC - LONGEVITY	9.75
Totals for Fund-Dept: 404-001		1,664.33
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002	TOWN COUNCIL	
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404-002-121.000	PAYROLL - BENEFITS	914.55
Totals for Fund-Dept: 404-002		914.55
Totals for Fund: 404		2,578.88
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630	WW OPERATING	
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001	CT	
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630-001-111.000	WW - DEPT HEADS	2,686.94
630-001-112.000	WW - FULL TIME LABOR	15,771.88
630-001-113.000	WW - FULL TIME OFFICE	5,757.03
630-001-114.000	WW - CUSTODIAN	294.40
630-001-115.000	WW - PART TIME HELP	2,520.00
630-001-116.000	WW - OVERTIME	148.83
630-001-118.000	WW - ON-CALL DUTY	259.93
630-001-122.000	WW - FICA/MEDICARE/UNEMP	2,046.39
630-001-123.000	WW - PERF	2,801.95
630-001-124.000	WW - LONGEVITY	164.72
Totals for Fund-Dept: 630-001		32,452.07
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002	TOWN COUNCIL	

GL Number		Amount
630-002-121.000	WW - BENEFITS	17,191.34
Totals for Fund-Dept: 630-002		17,191.34
Totals for Fund: 630		49,643.41
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640	WATER OPERATING	
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001	CT	
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640-001-111.000	WTR - DEPT HEADS	2,074.72
640-001-112.000	WTR - FULL TIME LABOR	9,202.64
640-001-113.000	WTR - FULL TIME OFFICE	4,989.02
640-001-115.000	WTR - PART TIME HELP	2,520.00
640-001-116.000	WTR - OVERTIME	432.69
640-001-118.000	WTR - ON-CALL DUTY	90.00
640-001-122.000	WTR - FICA/MEDICARE	1,445.54
640-001-123.000	WTR - PERF	1,844.79
640-001-124.000	WTR - LONGEVITY	121.90
Totals for Fund-Dept: 640-001		22,721.30
<hr/>		
002	TOWN COUNCIL	
<hr/>		
640-002-121.000	WTR - BENEFITS	10,157.45
Totals for Fund-Dept: 640-002		10,157.45
Totals for Fund: 640		32,878.75
<hr/>		
650	STORM WATER OPER	
<hr/>		
001	CT	
<hr/>		
650-001-111.000	SWD - DEPT HEADS	1,129.57
650-001-112.000	SWD - FULL TIME LABOR	5,815.32
650-001-113.000	SWD - FULL TIME OFFICE	2,473.91
650-001-115.000	SWD - PART TIME HELP	960.00
650-001-116.000	SWD - OVERTIME	135.35
650-001-122.000	SWD - FICA/MED/UNEMP	787.20
650-001-123.000	SWD - PERF	1,071.80
650-001-124.000	SWD - LONGEVITY	46.91
Totals for Fund-Dept: 650-001		12,420.06
<hr/>		
002	TOWN COUNCIL	
<hr/>		
650-002-121.000	SWD - BENEFITS	5,934.66
Totals for Fund-Dept: 650-002		5,934.66
Totals for Fund: 650		18,354.72

GL Number	Amount
Grand Totals:	380,053.34

07/12/2024

Check Register Report For Town Of Cedar Lake
 For Check Dates 06/01/2024 to 06/30/2024

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit Status
06/20/2024	0	36811	CLERK, ELKHART SUPERIOR COURT	100.00	100.00	0.00 Open
06/20/2024	0	EFT3735	IN CHILD SUPPORT BUREAU	776.66	776.66	0.00 Open
06/20/2024	0	EFT3736	INDIANA PUBLIC RETIREMENT SYSTEM	14,846.10	14,846.10	0.00 Open
06/20/2024	0	EFT3737	INTERNAL REVENUE SERVICE	40,080.31	40,080.31	0.00 Open
06/20/2024	0	EFT3738	VALIC	880.00	880.00	0.00 Open
06/20/2024	0	EFT3739	AMERICAN FIDELITY FLEX	1,133.98	1,133.98	0.00 Open
06/20/2024	0	EFT3740	FOP LODGE 173	550.00	550.00	0.00 Open
06/20/2024	0	EFT3741	INDIANA PUBLIC RETIREMENT SYSTEM	18,090.96	18,090.96	0.00 Open
06/20/2024	0	EFT3742	NATIONWIDE RETIREMENT SOLUTIONS	125.00	125.00	0.00 Open
06/20/2024	0	EFT3743	AIREY FINANCIAL GROUP	455.00	455.00	0.00 Open
06/20/2024	0	EFT3744	CL PROFESSIONAL FF ASSOC LOCAL 5141 INC	350.00	350.00	0.00 Open
06/20/2024	0	EFT3745	INDIANA PUBLIC RETIREMENT SYSTEM	7,912.92	7,912.92	0.00 Open
06/20/2024	0	EFT3746	TEXAS LIFE	64.00	64.00	0.00 Open
06/06/2024	0	36810	CLERK, ELKHART SUPERIOR COURT	100.00	100.00	0.00 Open
06/06/2024	0	EFT3725	CL PROFESSIONAL FF ASSOC LOCAL 5141 INC	350.00	350.00	0.00 Open
06/06/2024	0	EFT3726	INDIANA PUBLIC RETIREMENT SYSTEM	15,532.94	15,532.94	0.00 Open
06/06/2024	0	EFT3727	INTERNAL REVENUE SERVICE	46,682.68	46,682.68	0.00 Open
06/06/2024	0	EFT3728	IN CHILD SUPPORT BUREAU	836.66	836.66	0.00 Open
06/06/2024	0	EFT3729	FOP LODGE 173	550.00	550.00	0.00 Open
06/06/2024	0	EFT3730	INDIANA PUBLIC RETIREMENT SYSTEM	18,090.96	18,090.96	0.00 Open
06/06/2024	0	EFT3731	NATIONWIDE RETIREMENT SOLUTIONS	125.00	125.00	0.00 Open
06/06/2024	0	EFT3732	AIREY FINANCIAL GROUP	455.00	455.00	0.00 Open
06/06/2024	0	EFT3733	INDIANA PUBLIC RETIREMENT SYSTEM	7,912.92	7,912.92	0.00 Open
06/06/2024	0	EFT3734	VALIC	880.00	880.00	0.00 Open
Totals:				176,881.09	176,881.09	0.00
Total Physical C 2						
Total Check Stu 22						

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1492

AN ORDINANCE ADOPTING AND ENACTING A SUPPLEMENT TO THE CODE OF ORDINANCES OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio has completed the 2024 S-33 Supplement to the Code of Ordinances of the Town of Cedar Lake, which supplement contains all ordinances and index of all resolutions of a general nature enacted since the prior supplement to the Code of Ordinances which are based on or make references to sections of the Indiana Code; and

WHEREAS, it is the intent of the Cedar Lake Town Council to accept these updated sections in accordance with the changes of the law of the State of Indiana;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Cedar Lake, Lake County, Indiana, as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, and as attached hereto, be and the same is hereby adopted by reference as if set out in its entirety.

SECTION 1. That the 2024 S-33 Supplement to the Code of Ordinances of the Town of Cedar Lake, Lake County, Indiana as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, and as attached hereto, be and the same is hereby adopted by reference as if set out in its entirety.

SECTION 2. Such supplement shall be deemed published as of the day of its adoption and approval by the Cedar Lake Town Council and the Clerk-Treasurer of the Town of Cedar Lake is hereby authorized and ordered to inset such supplement into the copy of the Code of Ordinances kept on file in the Office of the Clerk-Treasurer.

ALL OF WHICH IS APPROVED AND ADOPTED, THIS 16TH DAY OF JULY, 2024, BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

Robert Carnahan, Ward 1

Julie Rivera, Ward 2

Nick Recupito, Ward 3

Chuck Becker, Ward 4

Greg Parker, Ward 5

Mary Joan Dickson, At-Large

ATTEST:

Richard C Thiel Jr., At-Large

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

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

RESOLUTION NO. 1356

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

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

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

GENERAL FUND [REDACTED] TOTAL TRANSFERS \$64,600.00

Town Council 002 Total Transfers \$15,000.00
 \$ 10,000.00 From: 121 – Group Health To: 211 – Office Supplies
 \$ 5,000.00 From: 121 – Group Health To: 396 – Misc Services

Police Dept. 003 Total Transfers \$5,000.00
 \$ 1,000.00 From: 399 – Facilities To: 396 – Misc Services
 \$ 1,000.00 From: 399 – Facilities To: 322 – Travel
 \$ 1,000.00 From: 399 – Facilities To: 395 – VIPS
 \$ 2,000.00 From: 399 – Facilities To: 241 – Misc Supplies

Parks & Rec 006 Total Transfers \$44,600.00
 \$ 1,300.00 From: 118 – On-Call Duty To: 131 – Uniform Allow.
 \$ 6,000.00 From: 313 – Prof Services To: 231 – Parts/Tools
 \$ 2,000.00 From: 313 – Prof Services To: 322 – Travel
 \$ 300.00 From: 313 – Prof Services To: 394 – Training
 \$ 35,000.00 From: 445 – Equipment To: 449 – Capital Outlays

LOCAL ROAD AND STREET FUND [REDACTED] TOTAL TRANSFERS \$3,550.00

Local Road and Street 001 Total Transfers \$3,550.00
 \$ 3,550.00 From: 238 – Emulsion To: 445 – Capital Outlay

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE
COUNTY, INDIANA THIS 16th DAY OF JULY, 2024**

Nick Recupito, President

Greg Parker, Vice President

Robert H. Carnahan

Julie Rivera

Chuck Becker

Mary Joan Dickson

Attest:

Richard C. Thiel Jr.

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

DEPARTMENT Requested By: Chief Fisher Date: 7/9/2024

CLERK-TREASURER Received By: Clerk Sandberg Date: 7/9/2024

Appropriation Transfer Request

Each department is responsible for monitoring its budget(s) accordingly. In the event that a line item becomes low, please prepare your request to transfer appropriations within the major budget classes assigned. Transfers between major budget classes will require a resolution to be approved by Town Council.

MAJOR BUDGET CLASS: PERSONAL SERVICES

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

MAJOR BUDGET CLASS: MATERIALS AND SUPPLIES

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

MAJOR BUDGET CLASS: MISCELLANEOUS SERVICES

TRANSFER THE AMOUNT OF \$ 1000.00 FROM: 101 - 003 - 399 TO: 101 - 003 - 396 ✓

TRANSFER THE AMOUNT OF \$ 1000.00 FROM: 101 - 003 - 399 TO: 101 - 003 - 322 ✓

TRANSFER THE AMOUNT OF \$ 1000.00 FROM: 101 - 003 - 399 TO: 101 - 003 - 395 ✓

TRANSFER THE AMOUNT OF \$ 2000.00 FROM: 101 - 003 - 399 TO: 101 - 003 - 241 ✓

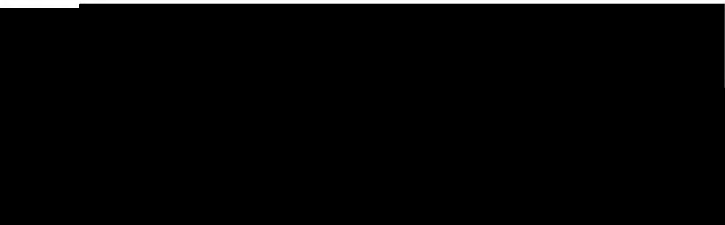
MAJOR BUDGET CLASS: CAPITAL OUTLAY

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

DEPARTMENT Requested By

CLERK-TREASURER Received By



Appropriation Transfer Form

Each department is responsible for monitoring its budget(s) accordingly. In the event that a line item becomes low, please prepare your request to transfer appropriations within the major budget classes assigned. Transfers between major budget classes will require a resolution to be approved by Town Council.

MAJOR BUDGET CLASS: PERSONAL SERVICES

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

MAJOR BUDGET CLASS: MATERIALS AND SUPPLIES

TRANSFER THE AMOUNT OF \$ 3550 FROM: 202-001-238 TO: 202-001-445 ✓

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

MAJOR BUDGET CLASS: MISCELLANEOUS SERVICES

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

MAJOR BUDGET CLASS: CAPITAL OUTLAY

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

EMAILS 7/10/24

DEPARTMENT Requested By

CLERK-TREASURER Received By:



Appropriation Transfer Request

Each department is responsible for monitoring its budget(s) accordingly. In the event that a line item becomes low, please prepare your request to transfer appropriations within the major budget classes assigned. Transfers between major budget classes will require a resolution to be approved by Town Council.

MAJOR BUDGET CLASS: PERSONAL SERVICES

TRANSFER THE AMOUNT OF \$ 1,300. FROM: 101 - 006 - 118 TO: 101 - 006 - 131 ✓

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

MAJOR BUDGET CLASS: MATERIALS AND SUPPLIES

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

MAJOR BUDGET CLASS: MISCELLANEOUS SERVICES

TRANSFER THE AMOUNT OF \$ 6,000. FROM: 101 - 006 - 313 TO: 101 - 006 - 231 ✓

TRANSFER THE AMOUNT OF \$ 2,000. FROM: 101 - 006 - 313 TO: 101 - 006 - 322 ✓

TRANSFER THE AMOUNT OF \$ 300 FROM: 101 - 006 - 313 TO: 101 - 006 - 394 ✓

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____

MAJOR BUDGET CLASS: CAPITAL OUTLAY

TRANSFER THE AMOUNT OF \$ 35,000 FROM: 101 - 006 - 445 TO: 101 - 006 - 449 ✓

TRANSFER THE AMOUNT OF \$ _____ FROM: _____ - _____ - _____ TO: _____ - _____ - _____



**LAKE COUNTY
COMMUNITY ECONOMIC DEVELOPMENT DEPARTMENT**

2293 N. Main Street • Crown Point, In 46307
Tel. (219) 755-3225 • Fax (219) 736-5925
www.lakecountyin.org

Executive Director
Timothy A. Brown

June 26th, 2024

To: Mayors, Clerk-Treasurers, Town Council Presidents and City and Town Council Members

Re: Renewal of Three-Year Agreements with the Lake County Community Economic Development Department for all 16 City and Town Partners and Notification of Opportunity to Terminate Agreement

Fr: Tim [REDACTED]

The time has arrived again to renew our relationship in using Community Development Block Grant Funds for the next three years starting in September of 2025 to end of August 2028. The purpose of this memo is to provide each of our community partners with the Renewal Agreement, Resolution and Opt-Out Letter.

The three year agreements are the same as has been used before. The CDBG funding formula is dependent upon the Federal Budget processes and timeline. For FY2024 there was a slight increase to CDBG funds that only eliminated the last four years of lower CDBG funding levels. Annually LCCEDD allots \$715,000.00 to CDBG Community and County Projects and this level of funding has remained intact for over 6 years regardless of lower federal CDBG allotments. Allotments are determined by population size and a minimum base rate for all participants.

The LCCEDD staff are here to help each of our partners succeed in helping their residents using the available grants and funds. Your Clerk/Treasurer has been given the necessary resolution and agreement to extend our partnerships thru August of 2028. We hope to see you at an upcoming meeting in July.

Lake County is considered an Urban County, one of two in the state of Indiana. The enclosed agreement is required to be sent into HUD by all participating communities in the County. If your community wishes to Terminate our relationship send in a signed Termination Letter. Partner communities wishing to terminate participation will not receive CDBG funding for the three-year renewal period.

Thank you.

RESOLUTION NO. 1357

**A RESOLUTION AUTHORIZING THE CITY/TOWN OF CEDAR LAKE,
INDIANA TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF
LAKE, INDIANA IN UNDERTAKING COMMUNITY DEVELOPMENT
ACTIVITIES**

WHEREAS, the Town of Cedar Lake, Indiana is interested in participating in the Community Development Block Grant programming benefitting local community development activities; and

WHEREAS, it is necessary for the Town to obtain funds to achieve local community development goals and objectives as provided by the Housing and Community Development Act of 1974 as amended; and

WHEREAS, said Act encourages municipalities to enter into Cooperation Agreements with the County regarding said Act; and

WHEREAS, the County of Lake has expressed its desire to qualify as an Urban County under the provisions of the aforementioned Act; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Town Council of Cedar Lake, Indiana as follows:

The Town Manager/Town Council President of the Town of Cedar Lake is hereby authorized and directed to enter into an agreement with the County of Lake, Indiana, for the purpose of undertaking essential community development activities, a copy of which Agreement is attached hereto, incorporated herein by reference and identified as "Exhibit A".

TOWN OF CEDAR LAKE, INDIANA

Town Manager:

Council:

President

ATTEST:

Clerk-Treasurer

**FY 2025 – 2027
COOPERATION AGREEMENT**

This Agreement, entered into this _____ day of _____, 202__, by and between the County of Lake, Indiana, hereinafter referred to as the “County”, and the _____ hereinafter called “Municipality”.

WITNESSETH:

WHEREAS, the Congress of the United States has enacted the Housing and Community Development Act of 1974, as amended to date (hereinafter referred to as the “Act”). This Act creates the Community Development Block Grant (CDBG) Program which has as its primary goals the funding of activities which benefit low and moderate income households or, prevent or eliminate slums or blight or, meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health and welfare of the community where other financial resources are not available to meet such needs; and

WHEREAS, both the Municipality and the County are desirous of entering into community development activities within the County of Lake which are directed toward said goals and are desirous of seeking such Federal funding as may be available to them, pursuant to the Act, and

WHEREAS, municipalities and counties in Indiana have authority to enter into agreements whereby a County may undertake, and is authorized by a Municipality, to exercise any power, perform any function, or render any service on behalf of a Municipality, which such Municipality may exercise, perform or render; and

WHEREAS, the Municipality and the County each have authority to carry out the kinds of activities which are the objectives of the Act pursuant to statutes of the Indiana Revised Code; and

WHEREAS, the Municipality and the County have agreed that it is in the best interest of their constituents that the objectives and goals of the Act be carried out within the County of Lake and that the Municipality and the County should join together in community development activities;

NOW THEREFORE IN CONSIDERATION of the provisions hereinbefore and herein after contained, it is mutually agreed as follows:

1. The term of this agreement shall commence September 1, 2025 (the County’s FY 2025 CDBG funding year), terminating on August 31, 2028 (completion of the County’s FY 2027 funding year). This Agreement shall include such additional time as may be required for the expenditure of CDBG and Home Investment Partnership Program (HOME) funds and program income, if any, granted to the participating unit of local government during the three year qualification period under this agreement are expended and the funded activities completed, subject to the limitations of ITEM 16 of this Agreement.

Neither the County nor the participating unit of general local government may terminate or withdraw from the agreement while the agreement remains in effect. This Agreement may only be terminated by either party to the Agreement if the U.S. Department of Housing and Urban Development fails to provide Community Development funds to Lake County, Indiana under the Urban County provisions of the Housing and Community Development Act of 1974, as amended, for Federal fiscal years FY25, FY26 and FY27.

2. The Municipality and the County shall cooperate in undertaking, or assisting in undertaking, essential community development and housing assistance activities, specifically, those activities authorized by the Indiana Revised Code 36-7.

3. The Municipality hereby authorizes the County to undertake and assist the Municipality in carrying out all of the essential activities and objectives of the Act as set forth in the Federal Register, Volume 30, Number 220, Part III, dated November 13, 1974, and its subsequent revisions, incorporated herein by reference, and all applicable State and Local laws. All activities carried out under this agreement are under the jurisdiction of the Lake County

Community Economic Development Department as administrated by the Lake County Redevelopment Commission.

4. The County shall prepare and submit applications to the Secretary of Housing and Urban Development for grants under the terms of the Housing and Community Development Act of 1974, and the National Affordable Housing Act of 1990, as amended to date. These applications shall set forth a Statement of Community Development Objectives, Projected use of Funds and the Consolidated Plan shall hereinafter together be called the "Plan".

5. The Municipality may prepare recommended community development projects and activities within its boundaries. These projects and activities must be in accordance with the goals and objectives of the Act, and must be eligible for funding under the Act. It is understood between the parties that the County is required to administer the program, and it is further understood that the County shall have the responsibility for making the final decisions regarding the distribution of funds and the selection of activities. It is the stated intent of the County that any CDBG Entitlement funds provided under the Urban County Program are to be distributed fairly and on an equitable basis amongst all of the non-entitlement cities and towns, which are participating in the Urban County Program. It is the further intent of Lake County that each Municipality participating in Urban County Community Development Program shall receive funding for some project, or activity, which is eligible under the Act, and meets the goals of the Act. It is also further understood that the Act places emphasis on urban areas in providing for the distribution of Urban County formula projects.

6. If projects or activities within the Municipality are approved and funded, pursuant to the application, the County may permit the Municipality to implement those portions of the plans which are to take place within its boundaries, or the County may implement all portions of the Plan. The parties acknowledge that, the County will have the responsibility and authority for the overall implementation of the program, and for the proper use of the Urban County formula in accordance with the requirements of the Act.

7. The County shall develop a uniform administration procedure for the development of the application and the distribution of Community Development funds. These procedures will of necessity reflect the requirements of the Secretary of Housing and Urban Development and the regulations which the Secretary may develop for the distribution and expenditure of Urban County formula funds.

8. The Municipality authorizes the County to do on behalf of the Municipality in accordance with the conditions of this agreement, all things which the Municipality could do for itself in the making of the application for, and the expenditure of, Urban County funds.

9. The Municipality and the County have adopted, and are enforcing, a policy prohibiting the use of excessive force by law enforcement agencies within their jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to, or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

10. The County and the Municipality agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities pursuant to this Agreement. The Parties further agree that they will take all necessary actions to assure compliance with the urban county's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended to date, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act to affirmatively further fair housing, Title VIII of the Civil Rights Act of 1968, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended to date which incorporates Section 504 of the Rehabilitation Development Act of 1973 and the Age Discrimination Act of 1975, and other applicable laws which may apply. The parties further agree that the county shall not fund any activity which is in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing with the jurisdiction of its local government, or that impedes the County's actions to comply with its fair housing certification.

11. The Municipality agrees to comply with all applicable regulations, laws, notices and other requirements of HUD now, or hereafter in effect, pertaining to the CDBG Entitlement Program and the HOME Program. The Municipality further understands that noncompliance by the municipality can provide cause for funding sanctions or other remedial actions by the County, and or, the U.S. Department of Housing and Urban Development.

12. Pursuant to the Consolidated and Further Continuing Appropriations Act, 2015, Pub. L. 113-235, a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indiana tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

13. The County and Municipality agree that any municipality who has control over CDBG funds, including program income, shall adhere to all regulations applicable to subrecipient under 570.501(b) including the requirements of a written agreement set forth in 570.503 regarding;

1. Statement of Work
2. Records and Reports
3. Program Income
4. Uniform Administrative Requirements
5. Other Program Requirements
6. Conditions for Religious Organizations
7. Suspension and Termination
8. Reversion of Assets
9. Use of Real Property

It is further understood that the Municipality is not a Subrecipient under the existing Cooperation Agreement.

14. The Municipality understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County's CDBG Program; and may not participate in a HOME consortium except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation.

15. The terms of this Agreement covers both the CDBG Entitlement Program and the Home Investment Partnership Program.

16. FY2025 Program Funds shall be expended by June 15, 2026
FY2026 Program Funds shall be expended by June 15, 2027
FY2027 Program Funds shall be expended by June 15, 2028

IF CDBG FUNDS ARE NOT EXPENDED BY THE ABOVE DATES THOSE FUNDS SHALL BE RE-CAPTURED BY THE COUNTY.

IN WITNESS WHERE OF the parties have hereunto set their hand this _____ day of _____, 20__.

EXECUTION OF AGREEMENT

TOWN OF CEDAR LAKE

BY: _____
Signature

ITS: _____
Title

ATTEST:

Clerk-Treasurer

LAKE COUNTY BOARD OF COMMISSIONERS

Michael C. Repay

Jerry Tippy

Kyle W. Allen, Sr.

ATTEST:

Lake County Auditor



Corporate Center
9204 Columbia Avenue
Munster, Indiana 46321
219.836.4400

July 25, 2024

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

Ladies and Gentlemen:

Peoples Bank, at the request of Beacon Pointe of Cedar Lake, LLC, has provided its [REDACTED] [REDACTED] for Beacon Pointe East Unit 4, which is attached hereto, in the amount of Three Hundred Fifty Nine Thousand Six Hundred Eight 00/100 Dollars (\$359,608.00), dated July 25, 2024 in your favor. This will certify that Paul Rodriguez, Vice President, Business Banker, is authorized to provide and execute the attached Credit, that the signature appearing on said Credit is authentic, and that the Bank has complied with all banking laws and requirements and other laws in connection with the issuance of such Credit.

Sincerely,

[REDACTED]
Gregory Bracco, SVP
Chief Business Banking Officer

Attachment: [REDACTED]

GB/ns



Corporate Center
9204 Columbia Avenue
Munster, Indiana 46321
219.836.4400

IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER'S NAME & ADDRESS:

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

Telephone: [REDACTED]
Email: [REDACTED]

BENEFICIARY:

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

Telephone: 219-374-7000

[REDACTED]

APPLICANT

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

SUBDIVISION/DEVELOPMENT AT ISSUE:

Beacon Pointe East Unit 4

Total Amount: \$359,608.00

Issuance Date: July 25, 2024

Expiration Date: July 25, 2025

Ladies and Gentlemen:

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

\$359,608.00

Undertaking. Issuer undertakes to honor Beneficiary's demand for payment of an amount available under this Credit, upon Beneficiary's presentation of a demand for payment in the form of the attached "**Sight Draft for Irrevocable Standby Letter of Credit Regarding Beacon Pointe East Unit 4**" marked as **EXHIBIT A** (*hereinafter*, "Sight Draft"), together with the original of this Credit, at Issuer's address stated above, on or before the close of business on the expiration date.

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

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

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

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

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

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

Agreed Reduction of Total Amount. Issuer will permanently reduce the Total Amount of this Credit upon Beneficiary's presentation, from time to time, of an agreed "**Letter of Credit Reduction Approval for Beacon Pointe East Unit 4**" in the form attached as **EXHIBIT B**. Beneficiary shall present any such agreed "Letter of Credit Reduction Approvals for Beacon Pointe East-Unit 4", to Issuer at Issuer's address stated above and Issuer shall make reductions as specified in the particular Letter of Credit Reduction Approvals as presented.

The expiration date of this Credit is July 25, 2025

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

Sincerely,

PEOPLES BANK

By: Paul Rodriguez, VP
Business Banker

CERTIFICATION

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

SIGNED AND DATED THIS 25th DAY OF JULY, 2024

Sincerely,

ISSUER: PEOPLES BANK

Business Banker

EXHIBIT A
SIGHT DRAFT FOR IRREVOCABLE STANDBY LETTER OF CREDIT
REGARDING BEACON POINTE EAST UNIT 4

DATE: _____

RE: _____

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

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

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

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

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

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

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

TOWN OF CEDAR LAKE

By: _____
Name: _____
Title: _____

EXHIBIT B
LETTER OF CREDIT REDUCTION APPROVAL FOR
BEACON POINTE EAST UNIT 4

DATE: _____

RE: _____

Date of Issuance: July 25, 2024
Current Total Amount: \$359,608.00
Current Expiration Date: July 25, 2025

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

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

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

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

TOWN ENGINEER: _____

The undersigned hereby approve of and incorporate by reference the calculations stated in the attached "Worksheet for Reduction of Total Amount of the ILOC for Beacon Pointe East Unit 4". Issuer is hereby authorized to reduce the Current Total Amount of the above-referenced ILOC as indicated by the attached Worksheet.

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

Beneficiary
By: _____
Name: _____
Title: _____

NAME OF TOWN ENGINEER
By: _____
Name: _____
Title: _____

Applicant
By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



Corporate Center
9204 Columbia Avenue
Munster, Indiana 46321
219.836.4400

July 30, 2024

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

Ladies and Gentlemen:

Peoples Bank, at the request of Beacon Pointe of Cedar Lake, LLC, has provided its [REDACTED] [REDACTED] for Beacon Pointe East Unit 1, which is attached hereto in the amount of Three Hundred Forty-One Thousand Seven Hundred Thirty-Six and 80/100 (\$341,736.80) dated July 30, 2024 in your favor. This will certify that Paul Rodriguez, VP, Business Banker, is authorized to provide and execute the attached Irrevocable Standby Letter of Credit, that the signature appearing on said Letter of Credit is authentic, and that the Bank has complied with all banking laws and requirements and other laws in connection with the issuance of such Letter of Credit.

Sincerely,

[REDACTED]
Gregory Bracco, SVP
Chief Business Banking Officer

Attachment: [REDACTED]

GB/ns



Corporate Center
9204 Columbia Avenue
Munster, Indiana 46321
219.836.4400

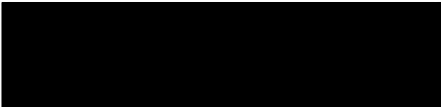
IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER'S NAME & ADDRESS:

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

Telephone:

Email:



BENEFICIARY:

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

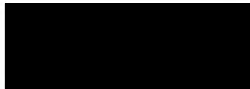
APPLICANT

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

SUBDIVISION/DEVELOPMENT AT ISSUE:

Beacon East Unit 1
Cedar Lake, IN

Irrevocable Letter of Credit Number:



Total Amount: \$341,736.80
(maximum aggregate amount)

Issuance Date: July 30, 2024

Expiration Date: October 30, 2024

Ladies and Gentlemen:

Issuance. The Issuer hereby establishes, at the request of Applicant and for the account of the Applicant, in favor of the Beneficiary, this Irrevocable Standby Letter of Credit (hereinafter referred to as "Credit") in the Total Amount of:

\$341,736.80

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

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

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

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

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

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

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

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

The expiration date of this Credit is October 30, 2024.

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

Sincerely,

PEOPLES BANK

Paul Rodriguez, VP
Business Banker

CERTIFICATION

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

SIGNED AND DATED THIS 30th DAY OF JULY, 2024

Sincerely,

ISSUER: PEOPLES BANK

BY:

Paul Rodriguez, VP
Business Banker

EXHIBIT A
SIGHT DRAFT FOR IRREVOCABLE STANDBY LETTER OF CREDIT
REGARDING BEACON EAST UNIT 1

DATE: _____

RE: _____

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

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

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

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

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

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

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

TOWN OF CEDAR LAKE

By: _____
Name: _____
Title: _____

EXHIBIT B
LETTER OF CREDIT REDUCTION APPROVAL FOR
BEACON EAST UNIT 1

DATE: _____

RE: [REDACTED]

Date of Issuance: July 30, 2024
Current Total Amount: \$341,736.80
Current Expiration Date: October 30, 2024

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

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

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

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

TOWN ENGINEER: _____

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

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

Beneficiary – Town of Cedar Lake

By: _____
Name: _____
Title: _____

NAME OF TOWN ENGINEER

By: _____
Name: _____
Title: _____

Applicant – Beacon Pointe of Cedar Lake, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT B (Continued)

**WORKSHEET FOR REVISED AMOUNT OF IRREVOCABLE STANDBY LETTER OF
CREDIT FOR BEACON EAST UNIT 1**

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

ILOC Reduction Request #

Original ILOC Amount: \$341,736.80

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

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

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

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



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
[REDACTED]

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 [REDACTED]

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.

By [REDACTED]

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

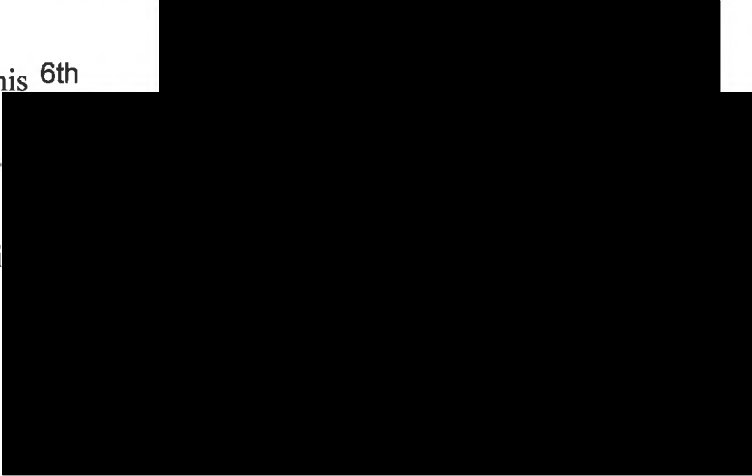
Hawk Enterprises, Inc.
Contractor/Bidder (Firm)



Subscribed and sworn to before me this 6th

My Commission Expires 10/13/31

County of Resi



TOWN OF CEDAR LAKE, INDIANA

CEDAR LAKE FIRE DEPARTMENT EMERGENCY VEHICLE PREEMPTION SIGNS PROJECT

QUOTE DATE: MAY 6, 2024

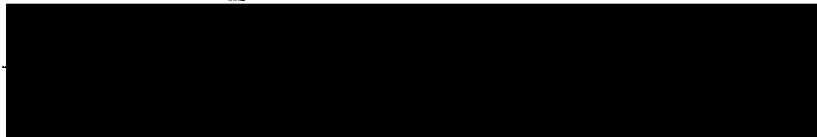
CBBEL Project No. 060015

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. [REDACTED]

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 [REDACTED]

Agent of Bidder (if Applicable): _____

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

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

Christopher B. Burke Engineering, LLC

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

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

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

(Numerical)

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

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

[REDACTED SIGNATURE]

ACCEPTANCE

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

Subject to the following conditions: _____

TOWN OF CEDAR LAKE

Nick Recupito, Town Council President

Jennifer Sandburg, Clerk-Treasurer

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

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

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

STATE OF Indiana)
State) SS:
COUNTY)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated this 5 day of MAY, 2024

Midwestern Electric, Inc.

Contractor/Bidder (Firm)

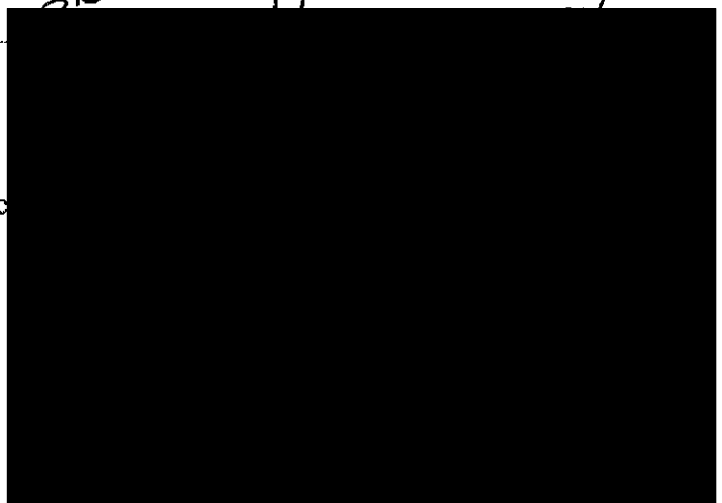


Printed Name and Title

Subscribed and sworn to before me this 5th

My Commission Expires 2-15-25

County of Residence





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. [REDACTED]

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

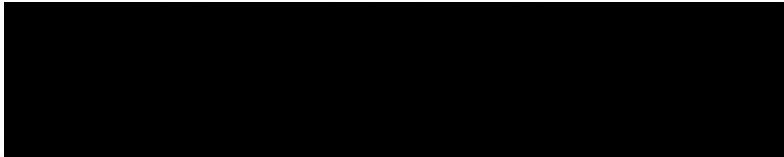
SECTION 00 43 13

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



OWNER (Name and Address):

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

BID

Bid Due Date: May 6, 2024

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

BOND

Bond Number:

Date: May 2, 2024

Penal sum Ten Percent Of The Total Amount Bid \$ 10%
(Words) (Figures)

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

BIDDER

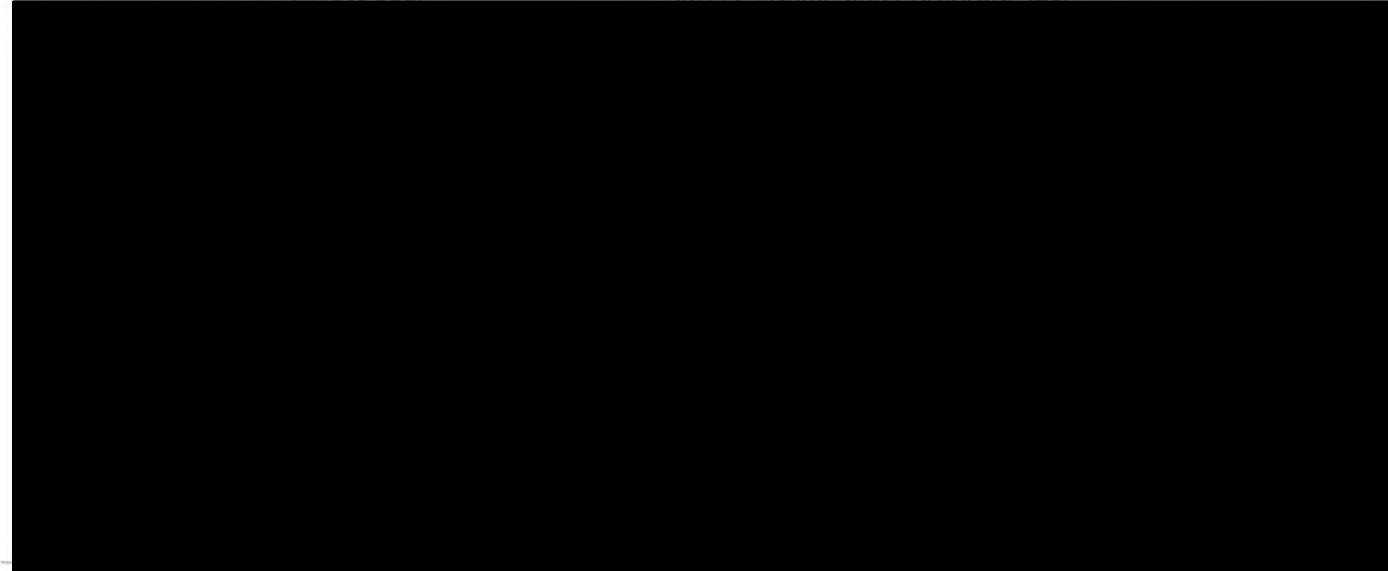
Midwestern Electric, LLC (Seal)

Bidder's Name and Corporate Seal

SURETY

Euler Hermes North America Insurance Company (Seal)

Surety's Name and Corporate Seal



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

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

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



Allianz Trade

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

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

7 POWER OF ATTORNEY

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

NAME	ADDRESS	LIMIT OF POWER
[REDACTED]	[REDACTED]	[REDACTED]

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 Dal...

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

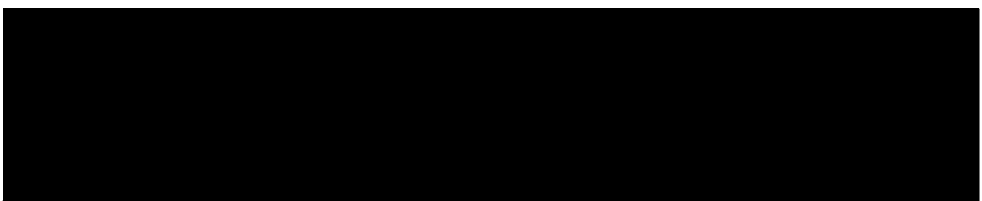
This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of EULER HERMES NORTH AMERICA INSURANCE COMPANY (Company) by unanimous consent on October 1, 2015.

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.



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.



Contractor Signature



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Braman Insurance Services 8001 Broadway, Suite 300 Merrillville, IN 46410-6286 Donald A. Biesen	219-682-1007	CONTACT NAME: Joyce Dolato
		PHONE (A/C, No, Ex): [REDACTED]
		E-MAIL ADDRESS: [REDACTED]
		INSURER(S) AFFORDING COVERAGE
		INSURER A: Travelers NAIC # 36161
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER CEDAR-1 Town of Cedar Lake 7408 Constitution Avenue 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. AUTHORIZED REPRESENTATIVE [REDACTED]
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TOWN OF CEDAR LAKE, INDIANA

CEDAR LAKE FIRE DEPARTMENT EMERGENCY VEHICLE PREEMPTION SIGNS PROJECT

QUOTE DATE: MAY 6, 2024

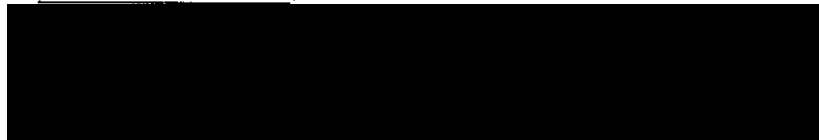
CBBEL Project No. 060015

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

*Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.*

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

Bond Number: Bid Bond

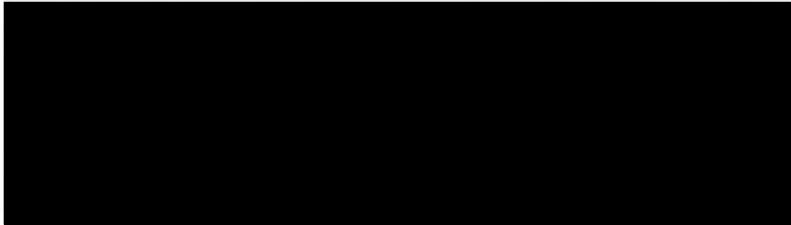
Obligee: Town of Cedar Lake

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

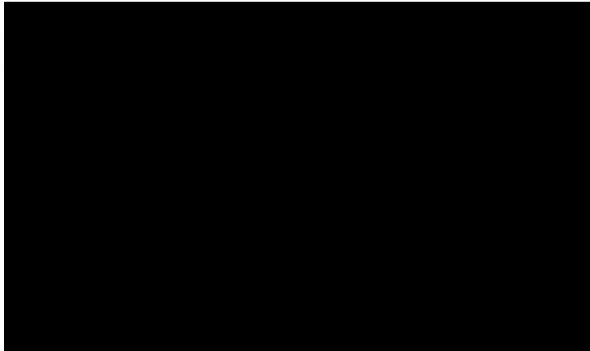
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on [REDACTED] be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint [REDACTED], 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.



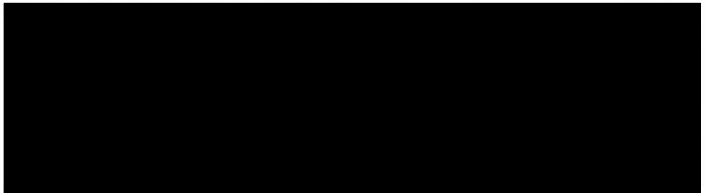
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



State of Maryland
County of Baltimore

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Authenticity of this bond can be confirmed at bondvalidator.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.

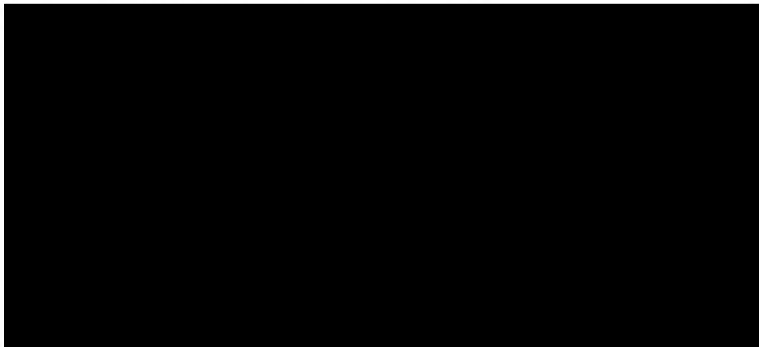
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

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.



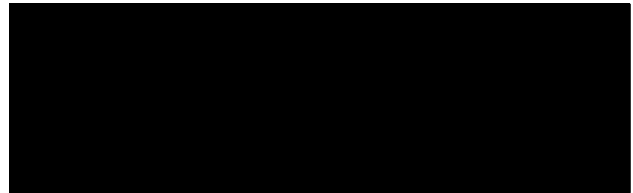
TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

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		CONTACT NAME: PHONE (A/C No.): E-MAIL ADDRESS:
INSURED Hawk Enterprises, Inc. 1850 East North Street Crown Point IN 46307		INSURER A: Phoenix Insurance Company 25623 INSURER B: Travelers Indemnity Company 25658 INSURER C: Travelers Property Casualty Co America 25674 INSURER D: Ironshore Specialty Insurance Co 25445 INSURER E: 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	ADDSUBR 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/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.
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INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT is made this ____ day of _____, 2024, by and between **HANOVER COMMUNITY SCHOOL CORPORATION**, acting by its duly elected Board of School Trustees (hereinafter "**HANOVER**"), **B&D SEWER AND BACKHOE SERVICE** (hereinafter, "**B&D**"), **THE SKILLMAN CORPORATION** (hereinafter, "**SKILLMAN**"), and the **TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA**, a Municipal Corporation, acting by its duly elected legislative body, the Town Council (hereinafter "**TOWN**").

RECITALS

1. That the TOWN is a unit of local government located in Lake County, Indiana; and
2. That HANOVER is a domestic School Corporation that owns certain parcels of real estate located in the Town of Cedar Lake, Lake County, Indiana, and operates public schools within the aforesaid TOWN that have been constructed and are being operated upon said real estate; and
3. That in 2021, HANOVER completed renovations to the Hanover Central Middle School Facility and property, including construction of Red Cedars Upper Elementary School that required extension of a water line (hereinafter, the "PROJECT"), through an easement to provide water to HANOVER schools; and
4. That HANOVER engaged and hired a Contractor, B&D, to install a water line extension to the afore described Project; and
5. That the PROJECT parcel (hereinafter, the "PARCEL"), affected by this Agreement is as set forth in Exhibit A, attached hereto; and
6. That the legal description of the PARCEL is as set forth in Exhibit B, attached hereto; and
7. That the TOWN has discovered that the water line extension was not installed at the proper depth as required by applicable TOWN Code, a potential consequence of which is that the water line extension may freeze and rupture, and be damaged, in the event of freezing ground conditions at the PROJECT site on the PARCEL; and
8. That at the time the PROJECT was completed, the TOWN engineer approved the installation of the water line PROJECT and completion of the water line extension; and
9. That the TOWN, B&D, SKILLMAN, and HANOVER seek to guard against potential conflicts, problems or disagreements by setting forth hereinafter the terms of the Agreement between them in order for the PROJECT to not be required to be excavated, removed and replaced correctly by HANOVER and its aforementioned Contractors or Agents, while

HANOVER, B&D, and SKILLMAN protect, indemnify, and hold the TOWN harmless from all liability or damage resulting from the TOWN's approval of the PROJECT as completed.

COVENANTS

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the performance thereof, and other good and valuable consideration, receipt of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. The TOWN, HANOVER, B&D, and SKILLMAN agree that the Recitals set forth herein above in this Agreement are an inherent part of, and are incorporated herein. Further, said Recitals shall be used to interpret this Indemnification Agreement hereafter.

2. The TOWN agrees to not require excavation, removal, and replacement of the water line extension portion of the PROJECT with HANOVER's indemnification as set forth herein.

3. HANOVER agrees to indemnify and hold the TOWN, as well as its employees, representatives, agents, Officials, Officers, attorneys, and successors in interest, free and harmless from any and all liability, loss, cost, damage or expense, including attorney's fees, which HANOVER may suffer or incur as a result of any claims, demands, lawsuits, actions, judgments and executions which may be made by any persons, including, but not limited to, B&D SEWER, and SKILLMAN, as well as their employees, representatives, agents, Officials, Officers, attorneys, and successors in interest, which arise out of or result from the installation of the water line extension within the TOWN's right-of-way, regardless of the basis for any such claims. The TOWN shall notify HANOVER of any claims, demands or lawsuit within ten (10) days of TOWN's receipt of same.

4. B&D agrees to indemnify and hold the TOWN, as well as its employees, representatives, agents, Officials, Officers, attorneys, and successors in interest, free and harmless from any and all liability, loss, cost, damage or expense, including attorney's fees, which B&D may suffer or incur as a result of any claims, demands, lawsuits, actions, judgments and executions which may be made by any persons, including, but not limited to, HANOVER, and SKILLMAN, as well as their employees, representatives, agents, Officials, Officers, attorneys, and successors in interest, which arise out of or result from the installation of the water line extension within the TOWN's right-of-way, regardless of the basis for any such claims. The TOWN shall notify B&D of any claims, demands or lawsuit within ten (10) days of TOWN's receipt of same.

5. SKILLMAN agrees to indemnify and hold the TOWN, as well as its employees, representatives, agents, Officials, Officers, attorneys, and successors in interest, free and harmless from any and all liability, loss, cost, damage or expense, including attorney's fees, which SKILLMAN may suffer or incur as a result of any claims, demands, lawsuits, actions, judgments and executions which may be made by any persons, including, but not limited to, B&D SEWER, and HANOVER, as well as their employees, representatives, agents, Officials, Officers, attorneys, and successors in interest, which arise out of or result from the installation of the water line

extension within the TOWN's right-of-way, regardless of the basis for any such claims. The TOWN shall notify SKILLMAN of any claims, demands or lawsuit within ten (10) days of TOWN's receipt of same.

6. **MISCELLANEOUS**

a. **Notices.** All notices herein required shall be in writing and served on the Parties at their respective addresses as provided herein. The mailing of a notice by Certified Mail, Return Receipt Requested, postage prepaid, shall be sufficient service.

TOWN

Town of Cedar Lake
Attn: Clerk-Treasurer; Town Council
President; and Town Manager
P.O. Box 707
Cedar Lake, Indiana 46303

HANOVER

Hanover Community School Corporation
14525 Wicker Avenue
Cedar Lake, Indiana 46303

SKILLMAN

The Skillman Corporation
3834 S. Emerson Avenue, Building A
Indianapolis, Indiana 46203

B&D

B&D Sewer and Backhoe Service
460 Winston Court
Scherverville, Indiana 46375

The Skillman Corporation
8006 Aetna Street
Merrillville, Indiana 46410

b. **Additional Documents.** The Parties hereto agree to execute any and all additional documents necessary to effectuate the terms and provisions of this Agreement.

c. **Parties Bound.** The Parties agree that the terms and conditions of this Agreement will be binding upon the Parties hereto, their Heirs, Administrators, Executors, Assigns, Transferees, and any Successors in Interest.

d. **Governing Law and Invalidity.** This Agreement shall be governed and enforced by the Laws of the State of Indiana, and it is agreed that Indiana Courts shall have exclusive jurisdiction of any dispute under this Agreement. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law or, if invalid under such law, said provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

e. **Corporate/Entity Authority.** The undersigned Person or Persons executing this Agreement on behalf of the Corporate Parties or other legal Entities to this Agreement, represent and certify that they are duly elected or appointed Officers or Representatives of said corporations or entities, are fully empowered to execute and deliver this Agreement, and that all necessary corporate action or public entity for the making of this Agreement has been taken and done.

f. **Public Meeting Action.** It is expressly acknowledged and stated that this Agreement is made and entered into by the Town of Cedar Lake, Lake County, Indiana, after action at a duly noticed Public Meeting of the Town Council of the Town on the ____ day of _____, 2024, wherein by a vote of ___ in favor, and ___ opposed, the Town Council President and Town Clerk-Treasurer, respectively, were directed to execute and attest the same, and deliver this Agreement herein

IN WITNESS WHEREOF, the **TOWN, HANOVER, B&D, and SKILLMAN** have executed this Indemnification Agreement as of the date first written above.

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

By: _____
Nick Recupito, President
Cedar Lake Town Council

Attest:

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

HANOVER
HANOVER COMMUNITY SCHOOL
CORPORATION,
A School Corporation.

By: _____
Printed: _____
Title: _____

Attest: _____
Printed: _____
Title: _____

B&D
B&D SEWER AND BACKHOE SERVICE,
a For-profit Corporation.

By: _____
Printed: _____
Title: _____

Attest: _____
Printed: _____
Title: _____

SKILLMAN
THE SKILLMAN CORPORATION,
a For-profit Corporation.

By: _____
Printed: _____
Title: _____

Attest: _____
Printed: _____
Title: _____



June 26, 2024

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

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

Re: Mabas Agreement (Mutual Aid Box Alarm)

Dear Cedar Lake Town Council:

At the June 26, 2024 Cedar Lake Board of Safety meeting, the Board discussed the Mabas Agreement (Mutual Aid Box Alarm).

The Cedar Lake Board of Safety made a motion and voted 4 to 0 to send a Favorable Recommendation to the Cedar Lake Town Council to approve the Mabas Agreement (Mutual Aid Box Alarm).

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

Sincerely,

[Redacted signature]

Norman Stick, Chairman

MUTUAL AID BOX ALARM SYSTEM AGREEMENT

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, Indiana law provides for Interlocal Cooperation at IC 36-1-7-1 et seq, and provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other local government including a unit of government from another state; and,

WHEREAS, Indiana Code IC 36-1-7-1 and IC 36-1-7-2(b) of the Intergovernmental Cooperation act, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the Town of Cedar Lake Fire Department is a unit of local government as defined in Section 36-1-2-23 of the Indiana Statutes; and

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Mutual Aid Box Alarm System and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Mutual Aid Box Alarm System" (hereinafter referred to as "MABAS"): A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and

maintained by the MABAS Member Units and amended from time to time;

- B. "Member Unit": A unit of local government including but not limited to a city, village or fire protection district having a fire department recognized by the State of Indiana, or a neighboring state, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the MABAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of MABAS;
- C. "Stricken Unit": A Member Unit which requests aid in the event of an emergency;
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit;
- E. "Emergency": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid.
- F. "Division": The geographically associated Member Units or unit which have been grouped for operational efficiency and representation of those Member Units.
- G. "Training": The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS.
- H. "Executive Board": The governing body of MABAS comprised of Division representatives.

SECTION THREE

Authority and Action to Effect Mutual Aid

- A. The Member Units hereby authorize and direct their respective Fire Chief or his designee to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by the MABAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Fire Chief, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.
- B. Whenever an emergency occurs and conditions are such that the Fire Chief, or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.
- C. The Fire Chief, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:
1. Determine what equipment, personnel and/or services is requested according to the system maintained by MABAS;
 2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Unit;
 3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the

Stricken Unit in accordance with the procedures of MABAS;

4. Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.

SECTION FOUR

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Fire Chief or Senior Officer of the Stricken Unit. The party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Fire Chief or his designee; provided, however, that the party withdrawing such aid shall notify the Fire Chief or Senior Officer of the party requesting aid of the withdrawal of such aid and the extent of such withdrawal.

SECTION FIVE

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

SECTION SIX

Insurance

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of the Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The MABAS may require that copies or other evidence of compliance with the provisions of this Section be provided to the MABAS. Upon request, Member Units shall provide such evidence as herein provided to the MABAS members.

SECTION SEVEN

Indemnification

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel.

Each party requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party.

This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement. Provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of the respective party for its employees, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the party rendering aid.

Provided further, that the obligation to defend and indemnify shall not be require any member to provide defense or indemnification beyond the statutory and constitutional limits of liability that are set forth in any applicable law in the State in which the member is located, and nothing in this Agreement is meant to constitute a waiver of any immunity or defense available to the member under the laws of the State in which the member is located.

SECTION EIGHT

Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond; however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION NINE

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Board of their Division and to the Executive Board specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

SECTION TEN

Effectiveness

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

SECTION ELEVEN

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by MABAS without prior written consent of the parties hereto.

SECTION TWELVE

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

SECTION THIRTEEN

Notices

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the MABAS mailing lists or, to other such addresses as shall be agreed upon.

SECTION FOURTEEN

Governing Law

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Indiana.

SECTION FIFTEEN

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION SIXTEEN

Executive Board of MABAS

An Executive Board is hereby established to consider, adopt and amend from time to time as needed rules, procedures, by-laws and any other matters deemed necessary by the Member Units. The Executive Board shall consist of a member elected from each Division within MABAS who shall serve as the voting representative of said Division on MABAS matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective division and shall have all rights and privileges attendant to a representative of that Member Unit.

A President and Vice President shall be elected from the representatives of the Member Units and shall serve without compensation. The President and such other officers as are provided for in the by laws shall coordinate the activities of the MABAS.

SECTION SEVENTEEN

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures and by laws of the MABAS, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION EIGHTEEN

Rules and Procedures

Rules, procedures and by laws of the MABAS shall be established by the Member Units via the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the MABAS.

SECTION NINETEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures and by laws of the MABAS as established by the Executive Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID BOX ALARM SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Mutual Aid Box Alarm System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

Town of Cedar Lake
Political Entity

President, Mayor or Trustee

Date

ATTEST:

Title

Date



June 26, 2024

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

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

Re: Town-Hanover School Corporation Proposal Contract

Dear Cedar Lake Town Council:

At the June 26, 2024 Cedar Lake Board of Safety meeting, the Board discussed the proposed contract to employ Town paramedics as part-time employees for sporting events when they are off-duty.

The Cedar Lake Board of Safety made a motion and voted 4 to 0 to send a Favorable Recommendation to the Cedar Lake Town Council to approve the proposed contract.

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

Sincerely,

[Redacted signature]

Norman Stick, Chairman

Date of Issuance: July 9, 2024	Effective Date: N/A
Owner: Town of Cedar Lake	Owner's Contract No.: N/A
Contractor: Milestone Contractors North, Inc.	Contractor's Project No.: N/A
Engineer: Christopher B. Burke Engineering, LLC	Engineer's Project No.: XXXXXXXXXX
Project: Shades Subdivision Improvements Project, Phase 1	Contract Name: N/A

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

Description: This change order represents additional roadway and stormwater improvement work that was added per plan revision #3 for 140th Ave and Edison Street. Some of this work is apart of an approved Town Storm Board project on 140th Ave where funds from that board were transferred to this project. The remaining items within this change order represent field changes for quantities added or subtracted from the project.

Attachments: CO3 Table with summary of adjusted items.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,795,961.77</u>	Original Contract Times: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ <u>33,809.60</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>1,829,771.37</u>	Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>2,768.40</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,832,539.77</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates

By: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

Approved by Funding Agency, (if applicable)

By: N/A Date: _____

Title: N/A

**Town of Cedar Lake, Indiana
Shades Subdivision Improvements Project, Phase 1**

Contractor: Milestone Contractors North, Inc.

(CBBEL Project No. 230324)

Change Order No. 3

Date: July 9, 2024

Summary of Adjusted Items

Item No.	Item Description	Street	Town Funding Source	Unit	Unit Price	Original Plan Quantity	Authorization Quantity	Revised Plan Quantity	Authorization Amount	Revised Contract Amount
7	FENCE, REMOVE	Edison	Roadway	LFT	\$ 23.00	168.00	7.00	175.00	\$ 161.00	\$ 4,025.00
8	EXCAVATION, COMMON	Wheeler/141st/140th/Rocklin	Roadway	CYS	\$ 51.75	2908.00	27.00	2935.00	\$ 1,397.25	\$ 151,886.25
18	GEOGRID, TYPE 1	Wheeler/140th/Rocklin	Roadway	SYS	\$ 2.65	6383.00	141.00	6524.00	\$ 373.65	\$ 17,288.60
19	COMPACTED AGGREGATE NO. 53 BASE	Wheeler/141st/140th	Roadway	TON	\$ 37.00	3805.00	218.80	4023.80	\$ 8,095.60	\$ 148,880.60
20	ASPHALT MILLING, 2 IN	140th Ave	Roadway	SYS	\$ 4.75	2660.00	-25.00	2635.00	\$ (118.75)	\$ 12,516.25
26	RESTORATION, TYPE I (TOPSOIL, SEEDING, & ECB)	140th Ave	Roadway	SYS	\$ 13.00	3160.00	166.00	3326.00	\$ 2,158.00	\$ 43,238.00
28	SWALE GRADING, (UNDISTRIBUTED)	140th Ave/141st Ave	Stormwater	LFT	\$ 15.00	250.00	175.00	425.00	\$ 2,625.00	\$ 6,375.00
29	CURB AND GUTTER, CONCRETE, ROLL CURB	140th Ave, Rocklin, Wheeler	Roadway	LFT	\$ 29.00	5158.00	451.00	5609.00	\$ 13,079.00	\$ 162,661.00
30	PCCP SHOULDER, 9 IN	All	Roadway	LFT	\$ 37.00	470.00	-51.00	419.00	\$ (1,887.00)	\$ 15,503.00
42	PIPE, TYPE 1, DIP, 12" (UNDISTRIBUTED)	Edison	Stormwater	LFT	\$ 120.00	125.00	81.00	206.00	\$ 9,720.00	\$ 24,720.00
43	PIPE, TYPE 2, CONCRETE, 12 IN	All	Stormwater	LFT	\$ 100.00	2791.00	-270.50	2520.50	\$ (27,050.00)	\$ 252,050.00
44	PIPE, TYPE 2, CONCRETE, 18 IN	139th Pl.	Stormwater	LFT	\$ 150.00	40.00	-40.00	0.00	\$ (6,000.00)	\$ -
45	PIPE, TYPE 2, PVC, CIRCULAR, 4 IN (UNDISTRIBUTED)	All	Stormwater	LFT	\$ 50.00	200.00	-36.00	164.00	\$ (1,800.00)	\$ 8,200.00
46	PRECAST PIPE END SECTION, CONCRETE, 12 IN W/ GRATE	All	Stormwater	EACH	\$ 2,000.00	7.00	1.00	8.00	\$ 2,000.00	\$ 16,000.00
47	PRECAST PIPE END SECTION, CONCRETE, 18 IN W/ GRATE	139th Pl.	Stormwater	EACH	\$ 2,500.00	2.00	-2.00	0.00	\$ (5,000.00)	\$ -
53	INLET, TYPE I	140th Ave.	Stormwater	EACH	\$ 3,250.00	22.00	3.00	25.00	\$ 9,750.00	\$ 81,250.00
55	SANITARY SERVICE CONNECTION, TYPE 1, (UNDISTRIBUTED)	All	Sanitary	EACH	\$ 750.00	10.00	-7.00	3.00	\$ (5,250.00)	\$ 2,250.00
56	SANITARY SERVICE CONNECTION, TYPE 2, (UNDISTRIBUTED)	All	Sanitary	EACH	\$ 1,250.00	10.00	-8.00	2.00	\$ (10,000.00)	\$ 2,500.00
*65	COMMON EXCAVATION FOR CURB	140th Ave	Roadway	CYS	\$ 66.00	0.00	48.60	48.60	\$ 3,207.60	\$ 3,207.60
*66	7.5" CONCRETE CURB PATCHING	140th Ave.	Roadway	SYS	\$ 114.50	0.00	33.40	33.40	\$ 3,824.30	\$ 3,824.30
*67	ADDITIONAL EDISON/140TH STORM R/R WORK PER REV #3, 141ST PIPE UNDERCUT	Edison/140th Ave/141st	Stormwater	LS	\$ 3,482.75	0.00	1.00	1.00	\$ 3,482.75	\$ 3,482.75
TOTAL:									\$ 2,768.40	

*New Pay Item

Awarded Contract Value:	\$ 1,795,961.77
+ Previous Change Orders Value:	\$ 33,809.60
= Contract Value Prior to this Change Order:	\$ 1,829,771.37
+ Change Order #3 Value:	\$ 2,768.40
= Current Contract Value:	\$ 1,832,539.77

Milestone Contractors North, Inc.

Change Order



GRIFFITH
 1700 E. Main St.
 Griffith, IN 46319
 Phone: (219) 924-5900
 Fax (219) 924-8768

SOUTH BEND
 24358 SR 23
 South Bend, IN 46614
 Phone: (574) 288-4811
 Fax (574) 289-7174

To [Redacted]
E- [Redacted]

Date: 5/21/2024

[Redacted]

Project: Cedar Lake 2023-1 CCMG

Area: See Below

Description of Work: Change Order # 3

Biditem	Description	Quantity	Units	Unit Price	Bid Total
65	Common X for Curb	39.000	CYD	66.00	2,574.00
66	7.5" Concrete Patching (For curb)	27.000	SYD	114.50	3,091.50
Bid Total					\$5,665.50

We propose to furnish only the material(s), labor, equipment and/or services (collectively "Work") for the above Project at the Price(s) and in accordance with terms stated below. We may, without notice, deem this Proposal to have been withdrawn if not accepted within 14 days following the date hereof. Upon timely acceptance, this Proposal shall become a binding contract. Our obligations concerning the Work will, in all cases, be subject to our initial and ongoing credit approvals.

Terms and conditions include those on reverse side and/or continuation sheet(s)

SUBMITTED as of the Date stated above on behalf of Milestone Contractors North, Inc.

By: _____

Title: *Estimator* _____

CUSTOMER ACCEPTANCE: This Proposal including description(s) of Work and all other terms and conditions herein stated, are hereby accepted and authorization is hereby given to commence the Work accordingly.

Signature

Title

Date

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- 2000 John Deere Run
Cary, NC 27513

- Signature on all LOIs and POs with a signature line

- Contract name or number; or JD Quote ID

- Sold to street address

- Ship to street address (no PO box)

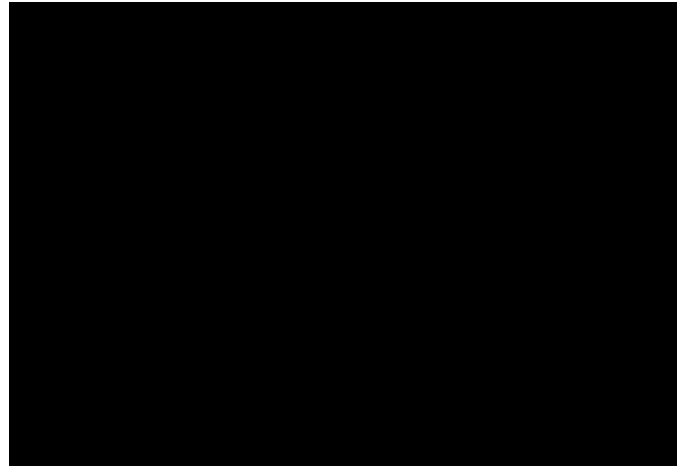
- Bill to contact name and phone number

- Bill to address

- Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

- Membership number if required by the contract

For any questions, please contact:



Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Quote Id: 31248923

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Castongia Tractor
11191 South Broadway
Crown Point, IN 46307
219-662-6200
crownpoint@johndeerecountry.com

Prepared For:

TOWN OF CEDAR LAKE

Proposal For:

Delivering Dealer:

Castongia Tyler

Castongia Tractor
11191 South Broadway
Crown Point, IN 46307

Quote Prepared By:

Castongia Tyler
219-863-5239
tcastongia@castrac.com

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Castongia Tractor
 11191 South Broadway
 Crown Point, IN 46307
 219-662-6200
 crownpoint@johndeerecountry.com

Quote Summary

Prepared For:

TOWN OF CEDAR LAKE
 7408 CONSTITUTION AVE
 CEDAR LAKE, IN 46303
 [REDACTED]

Delivering Dealer:

Castongia Tractor
 Castongia Tyler
 11191 South Broadway
 Crown Point, IN 46307
 Phone: 219-662-6200
 Mobile: 219-863-5239
 tcastongia@castrac.com

Quote ID: 31248923
Created On: 28 June 2024
Last Modified On: 08 July 2024
Expiration Date: 29 July 2024

All Used Equipment is sold As Is, No Warranty implied by Castongia Tractor unless otherwise noted
 By Signing this PO, customer acknowledges any and all trades are free and clear of any/all liens
 By Signing this PO, customer understands that any required cash deposit will include a \$250 non-refundable fee on all cancelled orders.
 Technology Support Please call 1-219-327-6676

Equipment Summary	Selling Price	Qty	Extended
2024 JOHN DEERE GATOR™ XUV835M HVAC (Model Year 2024) - 1M0835MDARM072429 Contract [REDACTED]	\$ 28,633.53 X	1 =	\$ 28,633.53
Equipment Total			\$ 28,633.53

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 28,633.53
Trade In	
SubTotal	\$ 28,633.53
Est. Service Agreement Tax	\$ 0.00
Total	\$ 28,633.53
Down Payment	(0.00)

Salesperson : X _____

Accepted By : X _____



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Castongia Tractor
11191 South Broadway
Crown Point, IN 46307
219-662-6200
crownpoint@johndeerecountry.com

Rental Applied	(0.00)
Balance Due	\$ 28,633.53

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 31248923 Customer Name: TOWN OF CEDAR LAKE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Castongia Tractor
 11191 South Broadway
 Crown Point, IN 46307
 219-662-6200
 crownpoint@johndeerecountry.com

2024 JOHN DEERE GATOR™ XUV835M HVAC (Model Year 2024) -

Hours: 0

Stock Number: 41228

Contract: [REDACTED] P

Selling Price *

\$ 28,633.53

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
57KGM	2024 JOHN DEERE XUV 835M HVAC MY24 GREEN	1	\$ 29,749.00	14.00	\$ 4,164.86	\$ 25,584.14	\$ 25,584.14
Standard Options - Per Unit							
182A	LESS AUTOTRAC/ GREENSTAR HARN	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
183B	LESS JDLINK HARDWARE	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	COUNTRY CODE- US	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	BUILD TO ORDER	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1060	TIRES,HARD SURF, STEEL,14"YEL	1	\$ 183.00	14.00	\$ 25.62	\$ 157.38	\$ 157.38
1950	LESS APPLICATION	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2031	SEAT,FRONT,40/60 SPLIT, BLACK	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2350	PARK POSITION IN TRANSMISSIO	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2500	COMPNTS,XUV,835M, G&Y	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	BOX SPRAY LINERBRAKE/ TAILGHT	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3101	CARGO BOX POWER LIFT	1	\$ 1,100.00	14.00	\$ 154.00	\$ 946.00	\$ 946.00
4022	DOOR,FULL CAB,SIDE MIRR	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4062	SELECT HVAC CAB	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
5006	FRONT BRUSH GUARD	1	\$ 447.00	14.00	\$ 62.58	\$ 384.42	\$ 384.42
6349	LESS WINCH	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 1,730.00		\$ 242.20	\$ 1,487.80	\$ 1,487.80
Technology Options/Non-Contract/Open Market							
1880	LESS STARFIRE RECEIVER	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00

Selling Equipment



Quote Id: 31248923 **Customer Name:** TOWN OF CEDAR LAKE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Castongia Tractor
11191 South Broadway
Crown Point, IN 46307
219-662-6200
crownpoint@johndeerecountry.com

1900	LESS DISPLAY	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
	Technology Options Total		\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
BUC11227	Side mirrors - open station and cab doors	1	\$ 234.33	14.00	\$ 32.81	\$ 201.52	\$ 201.52
BUC10682	WARN VRX 2041-kg (4500-lb) winch	1	\$ 890.24	14.00	\$ 124.63	\$ 765.61	\$ 765.61
BM26477	Rearview mirror	1	\$ 251.46	14.00	\$ 35.20	\$ 216.26	\$ 216.26
BUC10608	Front turn signal light kit	1	\$ 109.14	14.00	\$ 15.28	\$ 93.86	\$ 93.86
BM26185	Light kit	1	\$ 330.63	14.00	\$ 46.29	\$ 284.34	\$ 284.34
	Dealer Attachments Total		\$ 1,815.80		\$ 254.21	\$ 1,561.59	\$ 1,561.59
	Value Added Services Total		\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 33,294.80		\$ 4,661.27	\$ 28,633.53	\$ 28,633.53

Original Factory Build Codes

Code	Description
0202	COUNTRY CODE- US
0505	BUILD TO ORDER
1060	TIRES,HARD SURF, STEEL,14"YEL
182A	LESS AUTOTRAC/ GREENSTAR HARN
183B	LESS JDLINK HARDWARE
1880	LESS STARFIRE RECEIVER
1900	LESS DISPLAY
1950	LESS APPLICATION
2031	SEAT,FRONT,40/60 SPLIT, BLACK
2350	PARK POSITION IN TRANSMISSIO
2500	COMPNTS,XUV,835M, G&Y
3003	BOX SPRAY LINERBRAKE/ TAILGHT
3101	CARGO BOX POWER LIFT
4022	DOOR,FULL CAB,SIDE MIRR
4062	SELECT HVAC CAB

Selling Equipment



Quote Id: 31248923 **Customer Name:** TOWN OF CEDAR LAKE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Castongia Tractor
11191 South Broadway
Crown Point, IN 46307
219-662-6200
crownpoint@johndeerecountry.com

5006	FRONT BRUSH GUARD
6349	LESS WINCH

Hoosier Postal Plus
13115 Wicker Ave Ste A
CEDAR LAKE, IN 46303

HOOSIER POSTAL +

Invoice # [REDACTED] Due: \$1,406.00 Due Date: June 13, 2024 Page: 1

Bill To:

[REDACTED]
Cedar Lake Public Works
8550 Lake Shore Drive

CEDAR LAKE, IN, 46303

Invoice Date: June 13, 2024
Customer ID: [REDACTED]
Terms: [REDACTED]
Account Name: [REDACTED]
Purchase Order / Ref: [REDACTED]

QUANTITY	DESCRIPTION	PRICE	EXTENDED
1100	Frisbees - 9 inch	\$0.98	\$1,078.00
1	Shipping	\$328.00	\$328.00

Workstation: 0 - Master Workstation

Notes:

Subtotal: \$1,406.00
Sales Tax: \$0.00
Total Sale: \$1,406.00
Deposit: \$0.00
Total Due: \$1,406.00

RIGHT OF ENTRY LICENSE and
CONSTRUCTION AGREEMENT

This RIGHT of ENTRY LICENSE and CONSTRUCTION AGREEMENT (hereafter "AGREEMENT") is entered into the _____ day of _____, 20____, by and between GRANTOR [REDACTED] and GRANTEE, TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation.

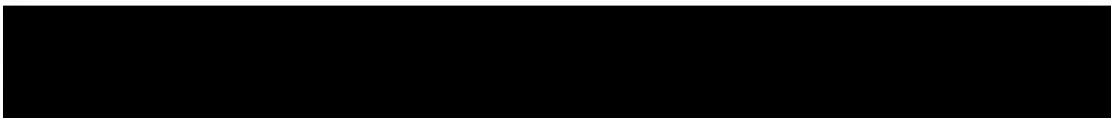
RECITALS

1. GRANTOR is the owner of the real property located in the Town of Cedar Lake, Lake County, Indiana, at the address commonly known as [REDACTED] with designated Parcel Number 45-15-35-202-015.000-043 with the legal description set forth on Exhibit A attached hereto (the "Property"), which is incorporated herein by reference; and
2. GRANTEE seeks to, or is in the process of, constructing, repairing, or maintaining certain necessary improvements in the public interest located on GRANTOR's property; and
3. GRANTEE seeks permission and authorization from GRANTOR to enter upon the real property as shown on Exhibit A for those purposes.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and all other consideration, the adequacy of which is agreed upon by the Parties, the Parties hereto agree as follows:

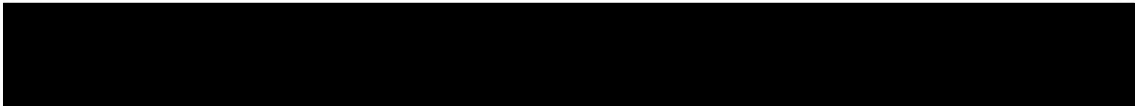
AGREEMENT

1. **GRANT OF RIGHT OF ENTRY:** GRANTOR hereby grants GRANTEE, its employees, consultants, contractors, representatives, agents and designees permission and authority to enter upon the Property shown on Exhibits A and B for the purposes described in the Recitals above (the "Work" is shown on Exhibit B). GRANTOR shall not be responsible for any of the costs of the Work. GRANTEE shall direct and control all activities pertaining to the Work, and shall not impose, at any time, any charge, fee, or exaction upon GRANTOR for the Work.
2. **ASSUMPTION OF RISK:** GRANTEE enters the Property and performs or causes to be performed such Work as referred to above at its own risk, and subject to whatever hazards or conditions may exist on the Property.



3. PERMITS: GRANTEE shall procure and obtain all necessary permits from appropriate agencies for the Work at GRANTEE'S sole expense.
4. TERM AND TERMINATION: The term of this AGREEMENT shall commence on the _____ day of _____, 20____, and expire on the _____ day of _____, 20____, or the date of final completion of the Work, whichever occurs later.
5. DUTY TO REPAIR, RESTORE, OR REPLACE: Prior to termination of this AGREEMENT, GRANTEE shall perform the work shown on the Work and project plans (Exhibit B), and restore any property that is damaged and that is not a part of the Work to its original condition or better. Restoration shall include the repair or replacement of any landscaping, structures, fences, driveways, or other improvements that are removed, damaged, or destroyed by GRANTEE'S employees, contractors, subcontractors, representatives, agents and designees.
6. INDEMNIFICATION: GRANTEE shall indemnify, defend and hold harmless the GRANTOR, its Officers, Officials, Directors, Employees, Contractors, Subcontractors, Agents, Affiliates, Successors and Assigns from any and all claims, suits or actions of every name, kind and description, brought forth on account of injuries to or the death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors, or omissions, of any person directly or indirectly employed by or acting as agent for GRANTEE in performance of this AGREEMENT, except to the extent arising from the negligence or intentional misconduct of GRANTOR, its employees, contractors, subcontractors, agents, successors or assigns.
7. INSURANCE: During the term of this Agreement, GRANTEE and its contractors, subcontractors and agents shall fully comply with the laws of the State of Indiana concerning Worker's Compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect, one (1) or more policies of insurance insuring against any liability GRANTEE and its agents may have for Worker's Compensation claims.

GRANTEE, if requested, shall provide the GRANTOR with a valid Certificate of coverage confirming comprehensive general and automobile liability coverage in an amount of not less than \$1,000,000.00 as an additional covered party. The Certificate will further confirm that the coverage in effect will not be canceled, limited, or allowed to expire, except upon thirty (30) days written notice to the GRANTOR. It is further agreed that any coverage extended by reason of this Section of AGREEMENT shall be primary, and that any similar insurance maintained by GRANTOR for its own protection shall be secondary or excess, and not contributing insurance.



GRANTEE shall require its Contractors and Subcontractors to obtain, at their sole cost, and keep in full force and effect during the term of this AGREEMENT, commercial general liability insurance in an amount of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage; provide (i) that the GRANTOR, its officers, agents, employees, and volunteers shall be added as additional insureds under the policy; (ii) that the policy shall stipulate that this insurance will operate as primary insurance; and (iii) that no other insurance of the GRANTOR or other named insureds will be called upon to cover a loss covered thereunder.

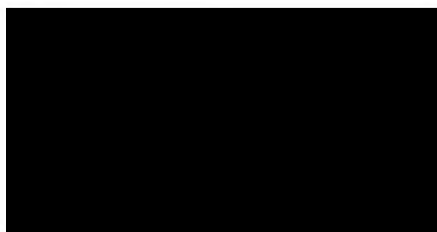
8. RECORDING: NEITHER GRANTOR NOR GRANTEE SHALL RECORD THIS AGREEMENT.
9. ATTORNEY'S FEES: If any legal action or proceeding arising out of or relating to this AGREEMENT is brought by either Party to this AGREEMENT, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney's fees, costs, and expenses incurred in the action or proceeding by the prevailing party.
10. NOTICES: All notices required or permitted under the terms of this AGREEMENT shall be in writing and sent to:

GRANTEE:

Town of Cedar Lake
P. O. Box 707
Cedar Lake, IN 46303

Attn: Town Manager
Town Clerk-Treasurer
Town Council President
Town Attorney

GRANTOR:



11. TIME IS OF THE ESSENCE: ENTIRE AGREEMENT: Time is of the essence of each of the terms and provisions of the AGREEMENT. This AGREEMENT constitutes the entire agreement between GRANTEE and GRANTOR, and no alteration or amendment of any part thereof shall be effective unless in writing and signed by parties sought to be charged or bound hereby.
12. PUBLIC ACTION: It is expressly stated that this AGREEMENT is entered into after action at a Public Meeting of the Town Council of the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, on the ____ day of _____, 20____, wherein, by a vote of _____ in favor, and _____ against, the AGREEMENT herein was directed to be made, and the President of the Town Council and the Town Clerk-Treasurer respectively, were directed to execute and attest said AGREEMENT.



13. CORPORATE/ENTITY AUTHORITY: The undersigned Person or Persons executing this AGREEMENT on behalf of Corporate Parties or other legal entities to this AGREEMENT, represent and certify that they are duly elected or appointed Officers or Representatives of said corporations or entities, and are fully empowered to execute and deliver this AGREEMENT, and that all necessary corporate or entity action for the making of this AGREEMENT has been taken and done.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT as of the date first written above.

GRANTOR:

GRANTEE:



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

By: _____

Title: Nick Recupito, Town Council President

Attest: _____

Title: Jennifer N. Sandberg, IAMC, CMC, CPFIM
Town Clerk-Treasurer

Date: _____



RIGHT OF ENTRY LICENSE and
CONSTRUCTION AGREEMENT

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RECITALS

1. GRANTORS are the owners of the real property located in the Town of Cedar Lake, Lake County, Indiana, at the address commonly known as _____ with designated Parcel Number 45-15-35-202-013.000-043 with the legal description set forth on Exhibit A attached hereto (the "Property"), which is incorporated herein by reference; and
2. GRANTEE seeks to, or is in the process of, constructing, repairing, or maintaining certain necessary improvements in the public interest located on GRANTORS property; and
3. GRANTEE seeks permission and authorization from GRANTORS to enter upon the real property as shown on Exhibit A for those purposes.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and all other consideration, the adequacy of which is agreed upon by the Parties, the Parties hereto agree as follows:

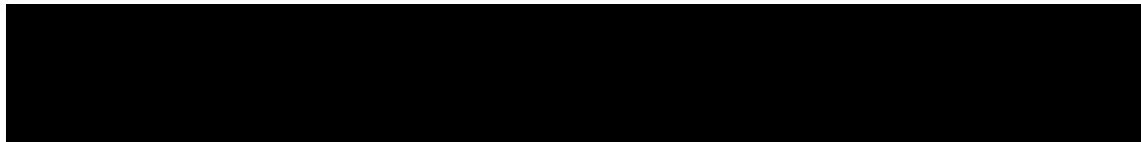
AGREEMENT

1. **GRANT OF RIGHT OF ENTRY:** GRANTORS hereby grant GRANTEE, its employees, consultants, contractors, representatives, agents and designees permission and authority to enter upon the Property shown on Exhibits A and B for the purposes described in the Recitals above (the "Work" is shown on Exhibit B). GRANTORS shall not be responsible for any of the costs of the Work. GRANTEE shall direct and control all activities pertaining to the Work, and shall not impose, at any time, any charge, fee, or exaction upon GRANTORS for the Work.
2. **ASSUMPTION OF RISK:** GRANTEE enters the Property and performs or causes to be performed such Work as referred to above at its own risk, and subject to whatever hazards or conditions may exist on the Property.



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6. INDEMNIFICATION: GRANTEE shall indemnify, defend and hold harmless the GRANTORS, their Officers, Officials, Directors, Employees, Contractors, Subcontractors, Agents, Affiliates, Successors and Assigns from any and all claims, suits or actions of every name, kind and description, brought forth on account of injuries to or the death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors, or omissions, of any person directly or indirectly employed by or acting as agent for GRANTEE in performance of this AGREEMENT, except to the extent arising from the negligence or intentional misconduct of GRANTORS, their employees, contractors, subcontractors, agents, successors or assigns.
7. INSURANCE: During the term of this Agreement, GRANTEE and its contractors, subcontractors and agents shall fully comply with the laws of the State of Indiana concerning Worker's Compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect, one (1) or more policies of insurance insuring against any liability GRANTEE and its agents may have for Worker's Compensation claims.

GRANTEE, if requested, shall provide the GRANTORS with a valid Certificate of coverage confirming comprehensive general and automobile liability coverage in an amount of not less than \$1,000,000.00 as an additional covered party. The Certificate will further confirm that the coverage in effect will not be canceled, limited, or allowed to expire, except upon thirty (30) days written notice to the GRANTORS. It is further agreed that any coverage extended by reason of this Section of AGREEMENT shall be primary, and that any similar insurance maintained by GRANTORS for thier own protection shall be secondary or excess, and not contributing insurance.



GRANTEE shall require its Contractors and Subcontractors to obtain, at their sole cost, and keep in full force and effect during the term of this AGREEMENT, commercial general liability insurance in an amount of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage; provide (i) that the GRANTORS, its officers, agents, employees, and volunteers shall be added as additional insureds under the policy; (ii) that the policy shall stipulate that this insurance will operate as primary insurance; and (iii) that no other insurance of the GRANTORS or other named insureds will be called upon to cover a loss covered thereunder.

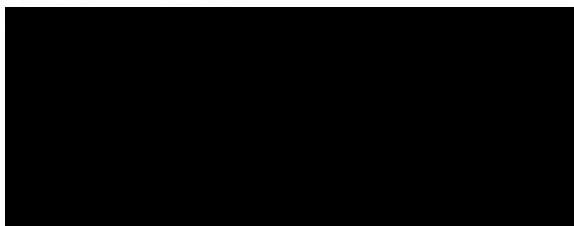
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P. O. Box 707
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Attn: Town Manager
Town Clerk-Treasurer
Town Council President
Town Attorney

GRANTORS:



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13. CORPORATE/ENTITY AUTHORITY: The undersigned Person or Persons executing this AGREEMENT on behalf of Corporate Parties or other legal entities to this AGREEMENT, represent and certify that they are duly elected or appointed Officers or Representatives of said corporations or entities, and are fully empowered to execute and deliver this AGREEMENT, and that all necessary corporate or entity action for the making of this AGREEMENT has been taken and done.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT as of the date first written above.

GRANTORS:

GRANTEE:

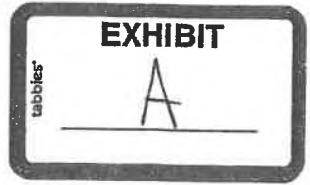
TOWN OF CEDAR LAKE,
KE COUNTY, INDIANA,
Municipal Corporation

e: Nick Recupito, Town Council President

st: _____

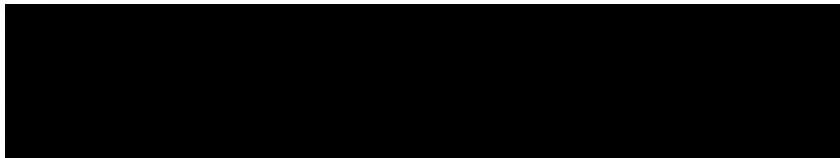
e: Jennifer N. Sandberg, IAMC, CMC, CPFIM
Town Clerk-Treasurer

e: _____



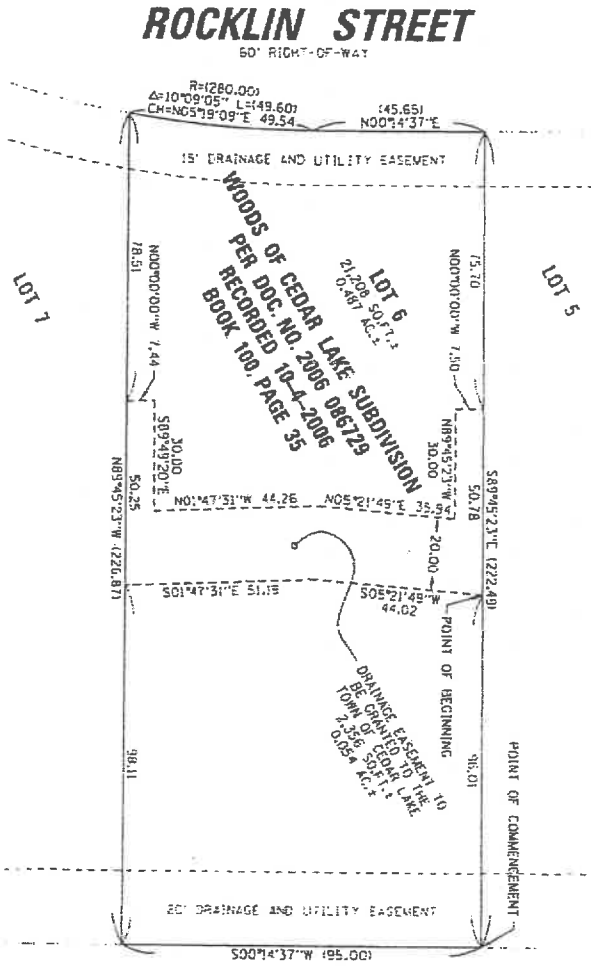
LEGAL DESCRIPTION (DRAINAGE EASEMENT - LOT 6)

THAT PART OF LOT 6 IN THE WOODS OF CEDAR LAKE SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 100, PAGE 35 AS DOCUMENT NO. 2006 086729, OCTOBER 4, 2006 IN LAKE COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 6; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 6 HAVING AN ASSUMED BEARING OF NORTH 89 DEGREES 45 MINUTES 23 SECONDS WEST A DISTANCE OF 96.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 05 DEGREES 21 MINUTES 49 SECONDS WEST, 44.02 FEET; THENCE SOUTH 01 DEGREES 47 MINUTES 31 SECONDS EAST, 51.19 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 6; THENCE NORTH 89 DEGREES 45 MINUTES 23 SECONDS WEST, 50.25 FEET ALONG SAID SOUTH LINE; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 7.44 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS EAST, 30.00 FEET; THENCE NORTH 01 DEGREES 47 MINUTES 31 SECONDS WEST, 44.26 FEET; THENCE NORTH 05 DEGREES 21 MINUTES 49 SECONDS EAST, 35.94 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 23 SECONDS WEST, 30.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 7.50 FEET TO A POINT ON SAID NORTH LINE OF LOT 6; THENCE SOUTH 89 DEGREES 45 MINUTES 23 SECONDS EAST, 50.78 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.



DRAINAGE EASEMENT

EXHIBIT-B



PIN NO.
45-15-35-202-013-000-043



LEGEND

00.00	MEASURED
100.00	RECORDED
---	PRECEDENT LINE
---	EASEMENT LINE
---	PROPOSED EASEMENT LINE

GENERAL NOTES:

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. ONLY THOSE BUILDING LINE SETBACKS AND EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISIONS ARE SHOWN HEREON. REFER TO THE DEED, TITLE INSURANCE POLICY AND LOCAL ORDINANCES FOR OTHER RESTRICTIONS.
3. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND REPORT ANY DISCREPANCIES TO THE SURVEYOR AT ONCE.
4. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.
5. CONTRACTOR/DEVELOPER SHALL NOTIFY INDIANAS11 AT 1-800-382-5644 AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK.

SURVEYOR NOTES:

1. BEARINGS ARE FOR ANGULAR REFERENCE ONLY AND ARE NOT RELATED TO TRUE OR MAGNETIC NORTH.
2. THIS EXHIBIT IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
3. PROPERTY IS SUBJECT TO RIGHTS OF THE PUBLIC, THE STATE OF INDIANA, AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.

REVISFO: 01-27-2018

CHRISTOPHER B. BURKE
ENGINEERING, LTD.
9575 West Higgins Road
Suite 500, Rosemont, Illinois 60018
(847) 823-0500

DRAINAGE EASEMENT EXHIBIT
IN
TOWN OF CEDAR LAKE, INDIANA
PREPARED FOR
TOWN OF CEDAR LAKE

DATE	07-16-2018	DATE	07-16-2018
SCALE	1" = 50'	SCALE	1" = 50'
DRN	4.00	DRN	4.00
CDN	JUL	CDN	JUL
CA.C.	KJR	CA.C.	KJR
DRN	4.00	DRN	4.00
CDN	JUL	CDN	JUL
CA.C.	KJR	CA.C.	KJR

RIGHT OF ENTRY LICENSE and
CONSTRUCTION AGREEMENT

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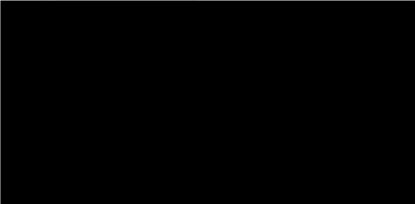
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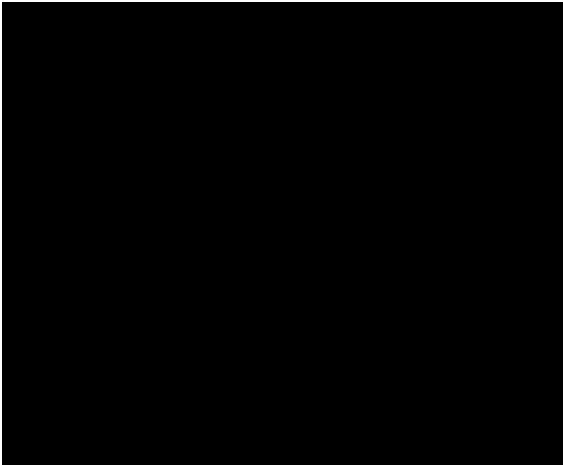
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IN WITNESS WHEREOF, the Parties have executed this AGREEMENT as of the date first written above.

GRANTOR:



GRANTEE:

TOWN OF CEDAR LAKE,
LAKE COUNTY, INDIANA,
A Municipal Corporation
By: _____
Title: Nick Recupito, Town Council President

Attest: _____
Title: Jennifer N. Sandberg, IAMC, CMC, CPFIM
Town Clerk-Treasurer

Date: _____

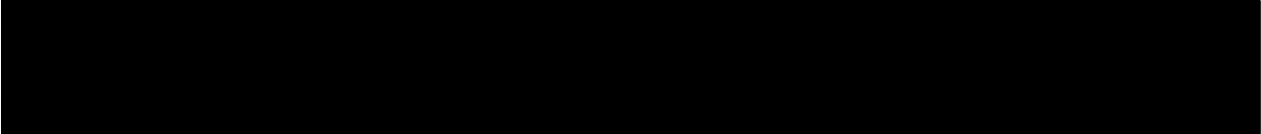


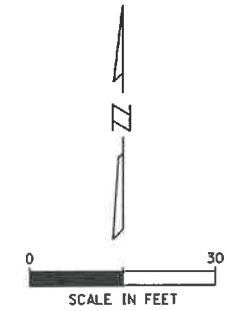
EXHIBIT A

LEGAL DESCRIPTION (DRAINAGE EASEMENT - LOT 13)

THAT PART OF LOT 13 IN THE WOODS OF CEDAR LAKE SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 100, PAGE 35 AS DOCUMENT NO. 2006 086729, OCTOBER 4, 2006 IN LAKE COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 13; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 13 HAVING AN ASSUMED BEARING OF NORTH 66 DEGREES 48 MINUTES 13 SECONDS EAST A DISTANCE OF 55.80 FEET; THENCE NORTH 82 DEGREES 05 MINUTES 19 SECONDS EAST, 64.32 FEET TO A POINT ON THE WEST LINE OF AN EXISTING 12 FOOT UTILITY AND DRAINAGE EASEMENT AS GRANTED BY SAID DOCUMENT NO. 2006 086729, SAID WEST LINE OF THE EXISTING 12.00 FOOT UTILITY AND DRAINAGE EASEMENT BEING 12.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 13; THENCE SOUTH 00 DEGREES 14 MINUTES 37 SECONDS WEST, 20.20 FEET; THENCE SOUTH 82 DEGREES 05 MINUTES 19 SECONDS WEST, 90.28 FEET; THENCE SOUTH 56 DEGREES 34 MINUTES 11 SECONDS WEST, 30.63 FEET TO A POINT ON THE WEST LINE OF SAID LOT 13; THENCE NORTH 00 DEGREES 14 MINUTES 37 SECONDS EAST, 18.68 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT

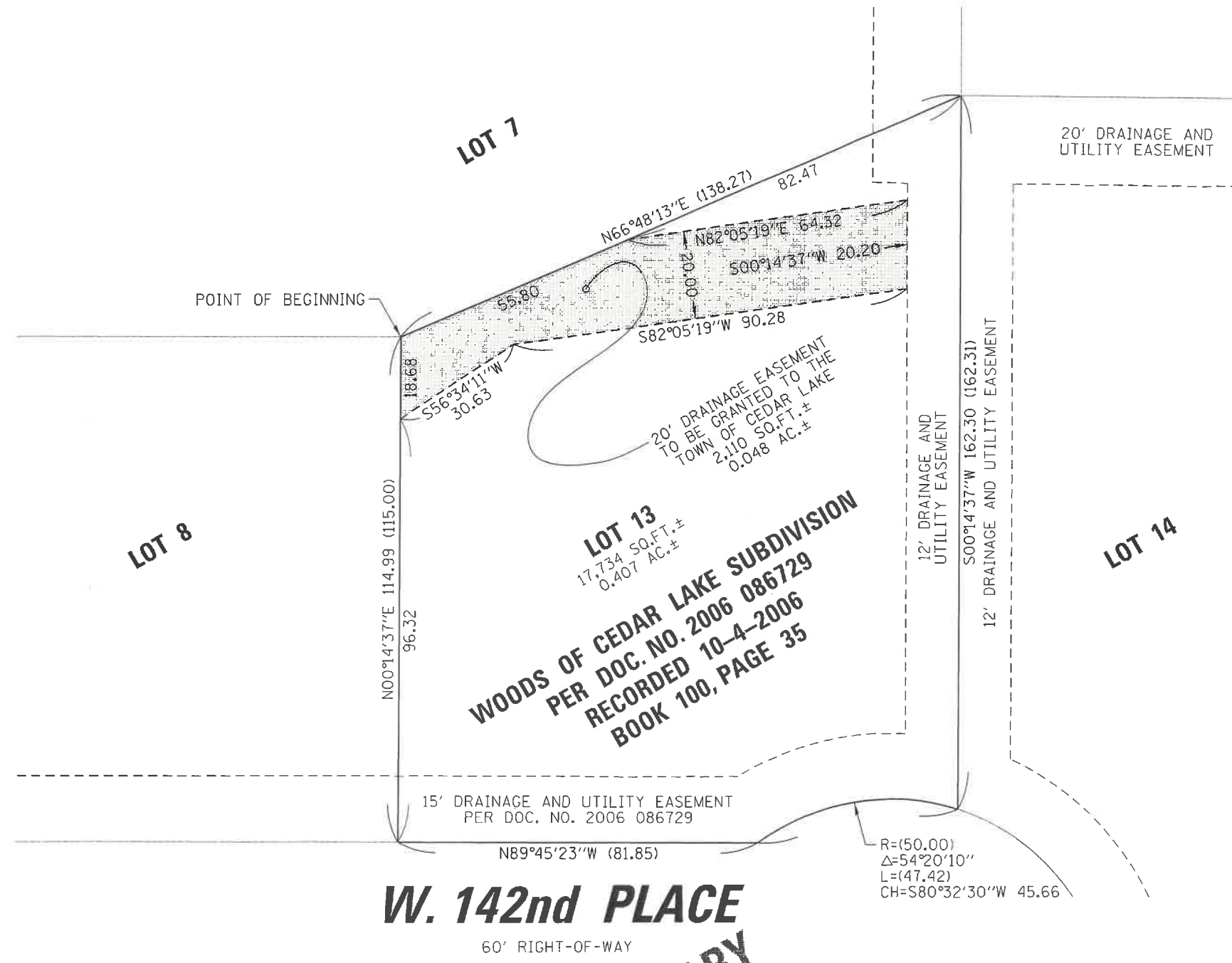
EXHIBIT-B



PIN NO.
45-15-35-202-019.000-043
45-15-35-202-020.000-043

LEGEND

00.00	MEASURED
(00.00)	RECORD
	PROPERTY LINE
	EASEMENT LINE
	PROPOSED EASEMENT LINE



GENERAL NOTES:

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. ONLY THOSE BUILDING LINE SETBACKS AND EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISIONS ARE SHOWN HEREON. REFER TO THE DEED, TITLE INSURANCE POLICY AND LOCAL ORDINANCES FOR OTHER RESTRICTIONS.
3. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND REPORT ANY DISCREPANCIES TO THE SURVEYOR AT ONCE.
4. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.
5. CONTRACTOR/DEVELOPER SHALL NOTIFY INDIANA811 AT 1-800-382-5544 AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK.

SURVEYOR NOTES:

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3. PROPERTY IS SUBJECT TO: RIGHTS OF THE PUBLIC, THE STATE OF INDIANA, AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.

CB
CHRISTOPHER B. BURKE
 ENGINEERING, LTD.
 9575 West Higgins Road
 Suite 600, Rosemont, Illinois 60018
 (847) 823-0500

DRAINAGE EASEMENT EXHIBIT
 IN
 TOWN OF CEDAR LAKE, INDIANA
 PREPARED FOR
 TOWN OF CEDAR LAKE

CALC.	KJR	PROJECT NO.
DWN.	AJK	060015.00003
CHKD.	JRM	SHEET 1 OF 1
SCALE:	1"=30'	DRAWING NO.
DATE:	02-16-2018	EASE060015.13A

S:\INDIANA\060015.00003\SURVEY\EASE060015.13A.SUR

RIGHT OF ENTRY LICENSE and
CONSTRUCTION AGREEMENT

This RIGHT of ENTRY LICENSE and CONSTRUCTION AGREEMENT (hereafter "AGREEMENT") is entered into the 15th day of MAY, 2024, by and between GRANTORS [REDACTED] and GRANTEE, TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation.

RECITALS

1. GRANTORS are the owners of the real property located in the Town of Cedar Lake, Lake County, Indiana, at the address commonly known as [REDACTED] with designated Parcel Number 45-15-35-202-020.000-043 with the legal description set forth on Exhibit A attached hereto (the "Property"), which is incorporated herein by reference; and
2. GRANTEE seeks to, or is in the process of, constructing, repairing, or maintaining certain necessary improvements in the public interest located on GRANTORS property; and
3. GRANTEE seeks permission and authorization from GRANTORS to enter upon the real property as shown on Exhibit A for those purposes.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and all other consideration, the adequacy of which is agreed upon by the Parties, the Parties hereto agree as follows:

AGREEMENT

1. **GRANT OF RIGHT OF ENTRY:** GRANTORS hereby grant GRANTEE, its employees, consultants, contractors, representatives, agents and designees permission and authority to enter upon the Property shown on Exhibits A and B for the purposes described in the Recitals above (the "Work" is shown on Exhibit B). GRANTORS shall not be responsible for any of the costs of the Work. GRANTEE shall direct and control all activities pertaining to the Work, and shall not impose, at any time, any charge, fee, or exaction upon GRANTORS for the Work.
 2. **ASSUMPTION OF RISK:** GRANTEE enters the Property and performs or causes to be performed such Work as referred to above at its own risk, and subject to whatever hazards or conditions may exist on the Property.
- [REDACTED]

3. PERMITS: GRANTEE shall procure and obtain all necessary permits from appropriate agencies for the Work at GRANTEE'S sole expense.
4. TERM AND TERMINATION: The term of this AGREEMENT shall commence on the 15th day of MAY, 2024, and expire on the _____ day of _____, 20____, or the date of final completion of the Work, whichever occurs later.
5. DUTY TO REPAIR, RESTORE, OR REPLACE: Prior to termination of this AGREEMENT, GRANTEE shall perform the work shown on the Work and project plans (Exhibit B), and restore any property that is damaged and that is not a part of the Work to its original condition or better. Restoration shall include the repair or replacement of any landscaping, structures, fences, driveways, or other improvements that are removed, damaged, or destroyed by GRANTEE'S employees, contractors, subcontractors, representatives, agents, and designees.
6. INDEMNIFICATION: GRANTEE shall indemnify, defend and hold harmless the GRANTORS, their Officers, Officials, Directors, Employees, Contractors, Subcontractors, Agents, Affiliates, Successors and Assigns from any and all claims, suits or actions of every name, kind and description, brought forth on account of injuries to or the death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors, or omissions, of any person directly or indirectly employed by or acting as agent for GRANTEE in performance of this AGREEMENT, except to the extent arising from the negligence or intentional misconduct of GRANTORS, their employees, contractors, subcontractors, agents, successors or assigns.
7. INSURANCE: During the term of this Agreement, GRANTEE and its contractors, subcontractors and agents shall fully comply with the laws of the State of Indiana concerning Worker's Compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect, one (1) or more policies of insurance insuring against any liability GRANTEE and its agents may have for Worker's Compensation claims.

GRANTEE, if requested, shall provide the GRANTORS with a valid Certificate of coverage confirming comprehensive general and automobile liability coverage in an amount of not less than \$1,000,000.00 as an additional covered party. The Certificate will further confirm that the coverage in effect will not be canceled, limited, or allowed to expire, except upon thirty (30) days written notice to the GRANTORS. It is further agreed that any coverage extended by reason of this Section of AGREEMENT shall be primary, and that any similar insurance maintained by GRANTORS for their own protection shall be secondary or excess, and not contributing insurance.

GRANTEE shall require its Contractors and Subcontractors to obtain, at their sole cost, and keep in full force and effect during the term of this AGREEMENT, commercial general liability insurance in an amount of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage; provide (i) that the GRANTORS, their officers, agents, employees, and volunteers shall be added as additional insureds under the policy; (ii) that the policy shall stipulate that this insurance will operate as primary insurance; and (iii) that no other insurance of the GRANTORS or other named insureds will be called upon to cover a loss covered thereunder.

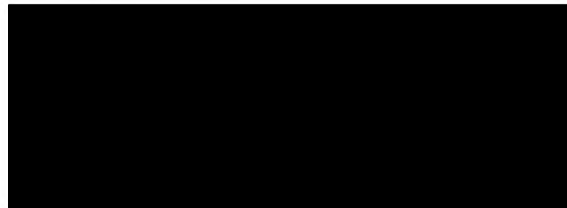
8. RECORDING: NEITHER GRANTORS NOR GRANTEE SHALL RECORD THIS AGREEMENT.
9. ATTORNEY'S FEES: If any legal action or proceeding arising out of or relating to this AGREEMENT is brought by either Party to this AGREEMENT, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney's fees, costs, and expenses incurred in the action or proceeding by the prevailing party.
10. NOTICES: All notices required or permitted under the terms of this AGREEMENT shall be in writing and sent to:

GRANTEE:

Town of Cedar Lake
P. O. Box 707
Cedar Lake, IN 46303

Attn: Town Manager
Town Clerk-Treasurer
Town Council President
Town Attorney

GRANTORS:



11. TIME IS OF THE ESSENCE: ENTIRE AGREEMENT: Time is of the essence of each of the terms and provisions of the AGREEMENT. This AGREEMENT constitutes the entire agreement between GRANTEE and GRANTORS, and no alteration or amendment of any part thereof shall be effective unless in writing and signed by parties sought to be charged or bound hereby.
12. PUBLIC ACTION: It is expressly stated that this AGREEMENT is entered into after action at a Public Meeting of the Town Council of the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, on the ____ day of _____, 20____, wherein, by a vote of ____ in favor, and ____ against, the AGREEMENT herein was directed to be made, and the President of the Town Council and the Town Clerk-Treasurer respectively, were directed to execute and attest said AGREEMENT.

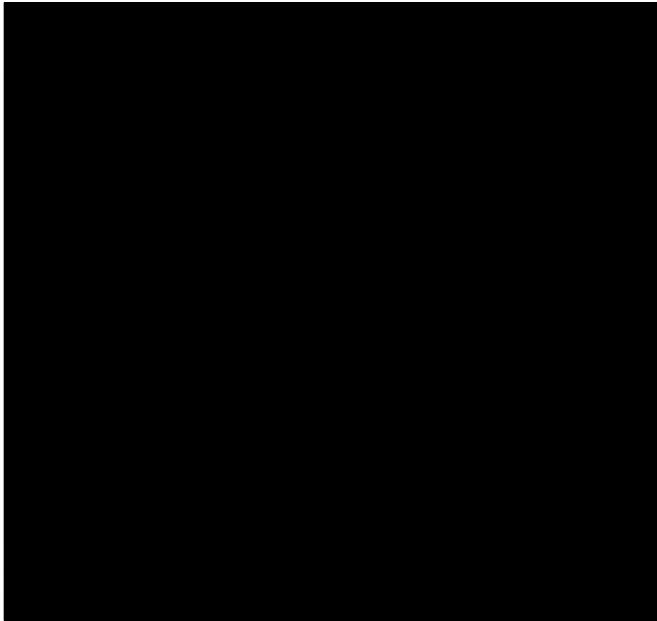


13. CORPORATE/ENTITY AUTHORITY: The undersigned Person or Persons executing this AGREEMENT on behalf of Corporate Parties or other legal entities to this AGREEMENT, represent and certify that they are duly elected or appointed Officers or Representatives of said corporations or entities, and are fully empowered to execute and deliver this AGREEMENT, and that all necessary corporate or entity action for the making of this AGREEMENT has been taken and done.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT as of the date first written above.

GRANTORS:

GRANTEE:



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

:

le: Nick Recapito, Town Council President

test: _____

le: Jennifer N. Sandberg, IAMC, CMC, CPFIM
Town Clerk-Treasurer

te: _____





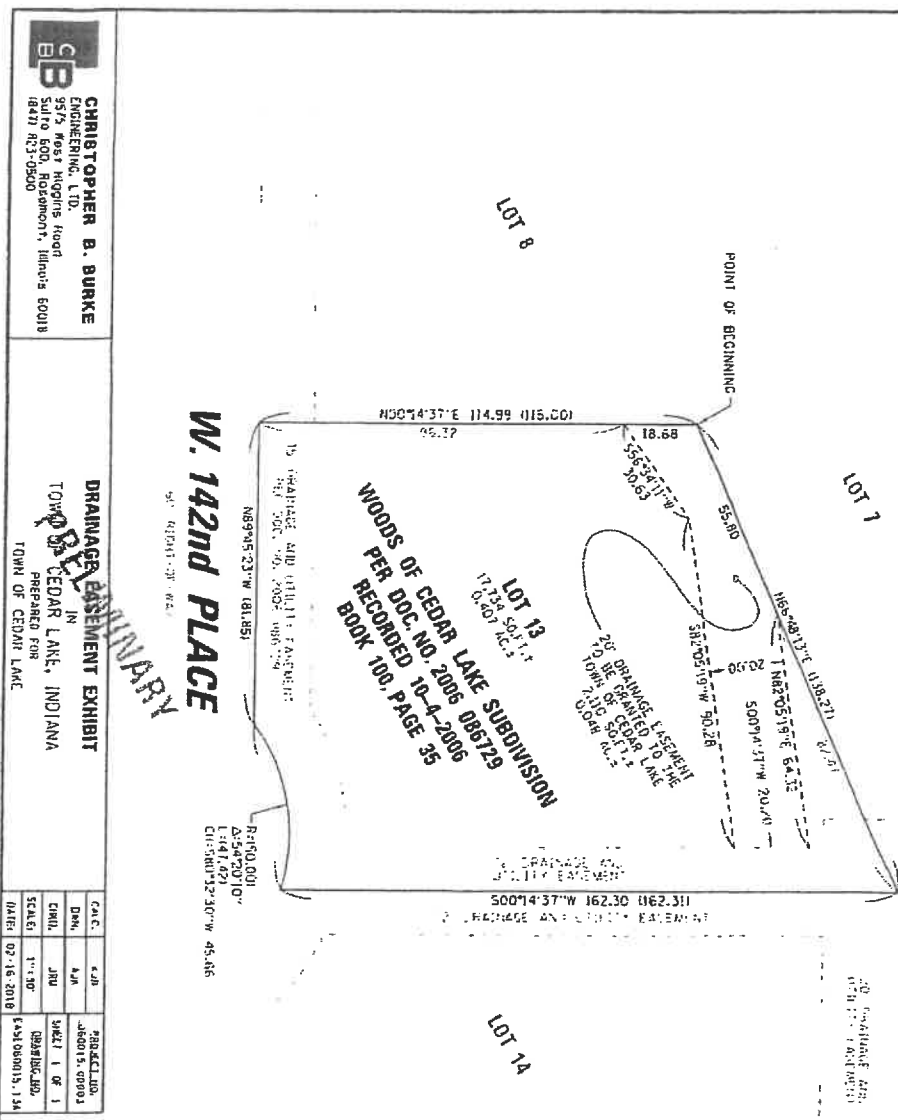
LEGAL DESCRIPTION (DRAINAGE EASEMENT - LOT 13)

THAT PART OF LOT 13 IN THE WOODS OF CEDAR LAKE SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 100, PAGE 35 AS DOCUMENT NO. 2006 086729, OCTOBER 4, 2006 IN LAKE COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 13; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 13 HAVING AN ASSUMED BEARING OF NORTH 66 DEGREES 48 MINUTES 13 SECONDS EAST A DISTANCE OF 55.80 FEET; THENCE NORTH 82 DEGREES 05 MINUTES 19 SECONDS EAST, 64.32 FEET TO A POINT ON THE WEST LINE OF AN EXISTING 12 FOOT UTILITY AND DRAINAGE EASEMENT AS GRANTED BY SAID DOCUMENT NO. 2006 086729, SAID WEST LINE OF THE EXISTING 12.00 FOOT UTILITY AND DRAINAGE EASEMENT BEING 12.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 13; THENCE SOUTH 00 DEGREES 14 MINUTES 37 SECONDS WEST, 20.20 FEET; THENCE SOUTH 82 DEGREES 05 MINUTES 19 SECONDS WEST, 90.28 FEET; THENCE SOUTH 56 DEGREES 34 MINUTES 11 SECONDS WEST, 30.63 FEET TO A POINT ON THE WEST LINE OF SAID LOT 13; THENCE NORTH 00 DEGREES 14 MINUTES 37 SECONDS EAST, 18.68 FEET TO THE POINT OF BEGINNING.



B

DRAINAGE EASEMENT EXHIBIT-B



CHRISTOPHER B. BURKE
 ENGINEERING, LTD.
 3017 W. ROSS HIGHWAY, FLOOT
 SOUTH BEND, INDIANA 46708
 (847) 423-0500

DRAINAGE EASEMENT EXHIBIT
 IN
 TOWN OF CEDAR LAKE, INDIANA
 PREPARED FOR
 TOWN OF CEDAR LAKE

DATE	SCALE	BY	PROJECT NO.
07-16-2010	1"=50'	JRB	080015-00003
			080015-00001
			080015-00002
			080015-00003

GENERAL NOTES:

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. ONLY THOSE BUILDING LINE SETBACKS AND EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISIONS ARE SHOWN HEREON. REFER TO THE DEED, TITLE INSURANCE POLICY AND LOCAL ORDINANCES FOR OTHER RESTRICTIONS.
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5. CONTRACTOR/DEVELOPER SHALL NOTIFY INDIANABRI1 AT 1-800-382-5544 AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK.

SURVEYOR NOTES:

1. BEARINGS ARE FOR ANGULAR REFERENCE ONLY AND ARE NOT RELATED TO TRUE OR MAGNETIC NORTH.
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3. PROPERTY IS SUBJECT TO: RIGHTS OF THE PUBLIC, THE STATE OF INDIANA, AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.

TEMPORARY INGRESS-EGRESS EASEMENT AGREEMENT

THIS TEMPORARY INGRESS-EGRESS EASEMENT (hereinafter, "Easement") Agreement is made this 18 day of June, 2024, by and between GRANTORS, [REDACTED], THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, acting by and through its duly elected TOWN COUNCIL, "GRANTEE".

GRANTORS state and represent that they own and have title to certain Real Estate located in Cedar Lake, Lake County, Indiana, and now seek to grant and convey a Temporary Ingress-Egress Easement to GRANTEE for access to and construction uses for Cedar Lake sewer utility, water utility, storm drainage, public improvements, and all related public use purposes over the Real Estate.

NOW, THEREFORE, for good and valuable consideration, all of which is acknowledged by GRANTORS, GRANTORS do hereby grant, convey and warrant unto GRANTEE, its successors and assigns, a Temporary Ingress-Egress Easement with the right, privilege and authority in GRANTEE, at its own expense, to enter upon, dig, lay, erect, construct, install, reconstruct, operate, maintain, patrol, continue, repair, keep in repair, deepen, replace and renew public utilities and public improvements, including, but not limited to, sewer, water, storm drainage, public improvements, and infrastructure as shall be hereafter located and constructed in, on, upon, along, under, over and across the Real Estate owned by GRANTORS, and situated in Cedar Lake, Lake County, Indiana, and which is more particularly described as follows, namely:

(Legal Description is attached as Exhibit "A", and is incorporated herein)

Key No. 45-15-35-202-020.000-043

Commonly Known as: [REDACTED]

It is the express purpose of this Temporary Ingress-Egress Easement that said parcel is able and available for access/use to adjacent parcels in which the aforesaid public improvements are being or are to be, constructed, subject to the terms and provisions herein.

Further, for good and valuable consideration, all of which is hereby acknowledged by GRANTORS, GRANTORS do further hereby grant, convey and warrant unto GRANTEE, its successors and assigns, a Temporary Construction Easement, with the right, privilege and authority into GRANTEE, and at its own expense, to utilize said Temporary Ingress-Egress Easement for the repair, replacement and renewal of public utilities and public improvements in the Easements aforesaid in, on, upon, long, under, over and across the parcel of real estate owned by GRANTORS, located in Cedar Lake, Lake County, Indiana, and which is more particularly described as follows, namely:

[REDACTED]

(Legal Description is attached as Exhibit "B", and is incorporated herein)

Key No. 45-15-35-202-020.000-043

Commonly Known as: 

This Temporary Ingress-Egress Easement shall exist and be in full force and effect from and after the date of execution hereof, to and including one (1) year from date of final completion of the public work project for which same is granted. At that time, the Temporary ingress-Egress Easement grant shall expire and terminate, leaving only the Permanent Easement or Easements remaining.

The GRANTEE shall have the right, at its expense, to enter along, over and upon the Easement for the public purposes permitted herein, at will, and to make such alterations and improvements therein as may be necessary or useful for such public purposes; further, the GRANTEE shall have the right of ingress and egress over adjoining premises and lands when necessary, and without doing damage to the adjoining lands, and only for temporary periods, and shall not otherwise enter upon lands adjoining said Temporary Ingress-Egress Easement.

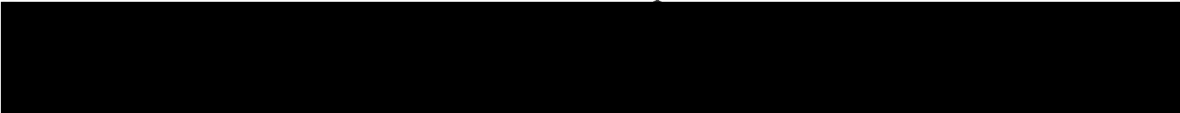
The GRANTEE covenants that in the installation, maintenance or operation of the public utilities, public improvements, and appurtenances under, upon, over and across the Real Estate in which the Temporary Ingress-Egress Easement is hereby granted, it will, at its own expense, restore the area disturbed by its work to as near the original condition as is practicable.

The GRANTORS covenant for GRANTORS, GRANTORS' grantees, representatives, successors and assigns, that GRANTORS shall not erect or maintain any building or other structure or obstruction on or over the Temporary Ingress-Egress Easement granted herein, and gives the GRANTEE the right to remove any such obstruction, or grant additional Easements over, across or on the Real Estate in which the Temporary Ingress-Egress Easement or Easements is hereby granted, except by express written permission from the GRANTEE, in accordance with the terms thereof, which permission, when in writing and recorded, shall run with the Real Estate.

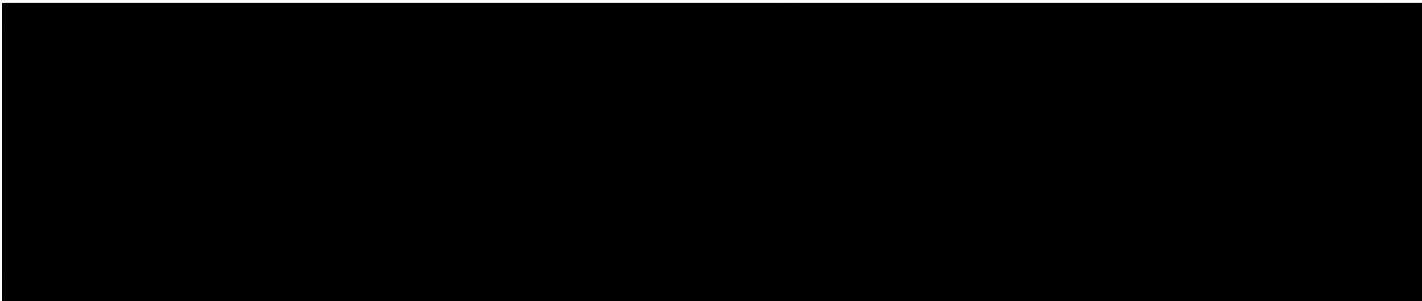
Full right and authority is hereby granted unto the GRANTEE, its successors and assigns, to assign or convey to another or others, this Temporary Ingress-Egress Easement.

The GRANTORS hereby covenant that GRANTORS are the owners in fee simple of the Real Estate, are lawfully seized thereof, and have good right to grant and convey the foregoing Temporary Ingress-Egress Easement herein. The GRANTORS further guarantee the quiet possession hereof and shall warrant and defend GRANTEE'S title to the Temporary Ingress-Egress Easement against all lawful claims.

This Grant of Temporary Ingress-Egress Easement shall be binding upon GRANTORS, GRANTORS' heirs, personal representatives, successors and assigns, and upon all other Parties claiming by, through, or under GRANTORS, and the same shall inure to the benefit of the GRANTEE herein, and its successors and assigns.



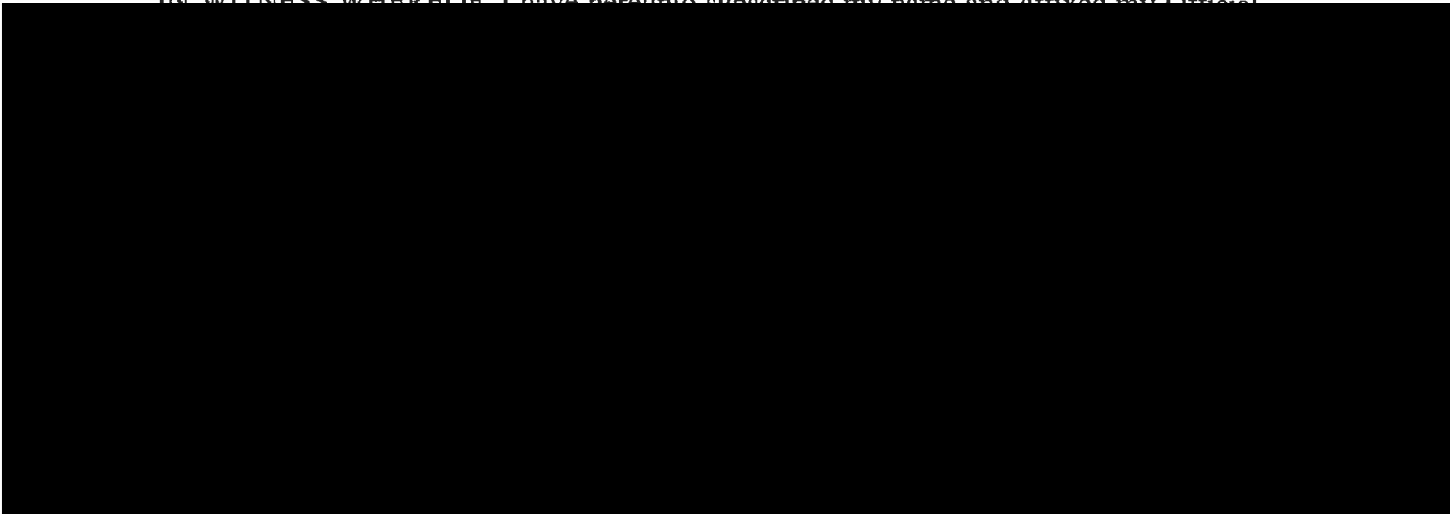
IN WITNESS WHEREOF, the Parties hereto have duly executed this Temporary Ingress-Egress Easement this 18 day of June, 2024.

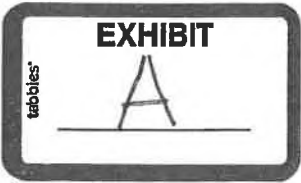


STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, on this 18 day of June, 2024, personally appeared Glennis K. and Donna L. Lapham, Husband and Wife, as GRANTORS, who acknowledged the execution of the foregoing Temporary Ingress-Egress Easement as their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Official





LEGAL DESCRIPTION (TEMPORARY INGRESS\EGRESS EASEMENT - LOT 13)

THAT PART OF LOT 13 IN THE WOODS OF CEDAR LAKE SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 100, PAGE 35 AS DOCUMENT NO. 2006 086729, OCTOBER 4, 2006 IN LAKE COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 13; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 13 HAVING AN ASSUMED BEARING OF NORTH 00 DEGREES 14 MINUTES 37 SECONDS EAST A DISTANCE OF 96.32 FEET; THENCE NORTH 56 DEGREES 34 MINUTES 11 SECONDS EAST, 24.03 FEET TO A POINT ON A LINE 20.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF LOT 13; THENCE SOUTH 00 DEGREES 14 MINUTES 37 SECONDS WEST, 109.64 FEET ALONG SAID PARALLEL LINE TO A POINT ON THE SOUTH LINE OF SAID LOT 13; THENCE NORTH 89 DEGREES 45 MINUTES 23 SECONDS WEST, 20.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

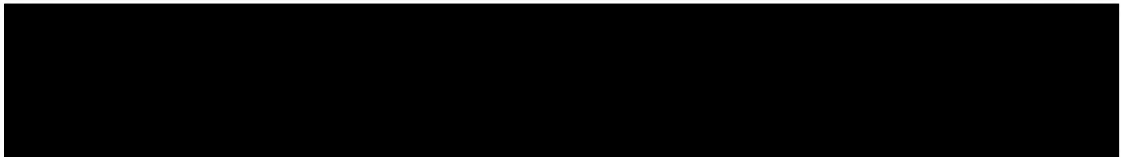
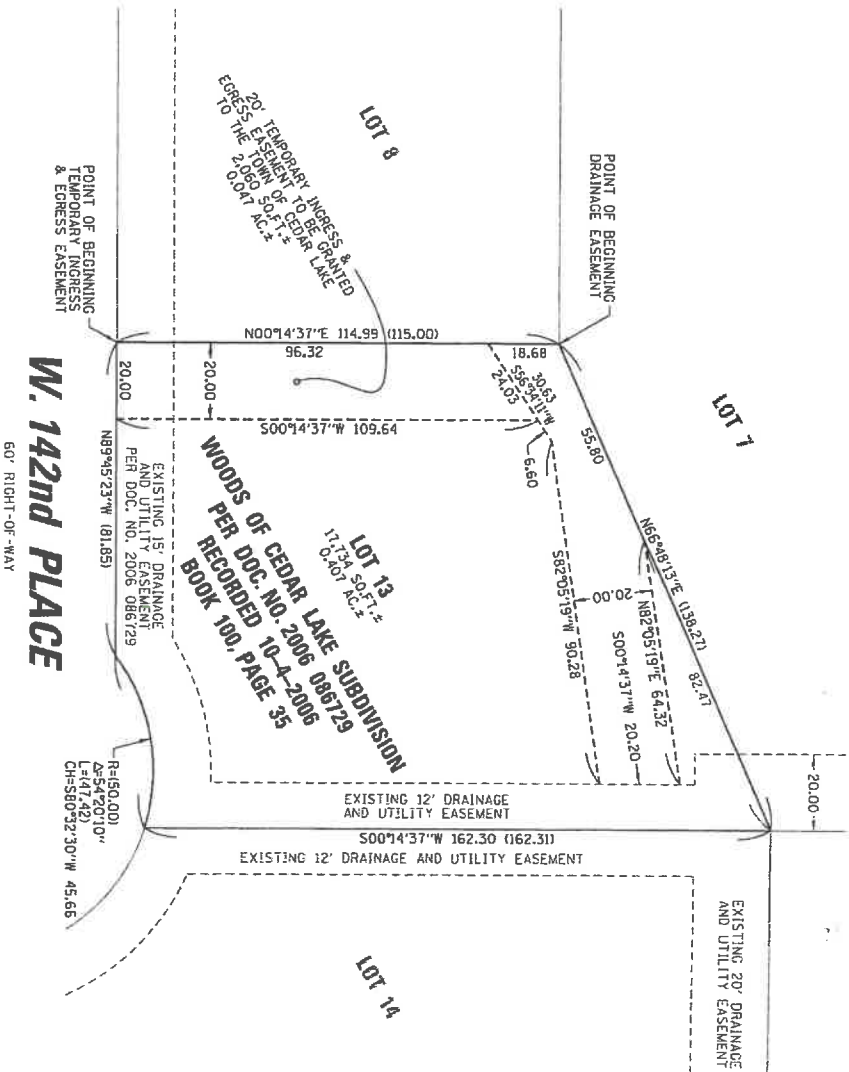
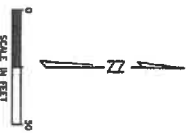


EXHIBIT-B

TEMPORARY INGRESS / EGRESS
EASEMENT EXHIBIT



W. 142nd PLACE
60' RIGHT-OF-WAY



45-15-35-202-019,000-043
45-15-35-202-020,000-043

LEGEND

- 00.00 MEASURED
- 100.001 RECORDED
- PROPERTY LINE
- EASEMENT LINE
- PROPOSED EASEMENT LINE

GENERAL NOTES:

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CHRISTOPHER B. BURKE
ENGINEERING, LTD.
5975 West Higgins Road
Suite 600, Rosemont, Illinois 60018
(847) 823-0500

TEMPORARY INGRESS / EGRESS EASEMENT EXHIBIT
IN
TOWN OF CEDAR LAKE, INDIANA
PREPARED FOR
TOWN OF CEDAR LAKE

CALC.	DATE	BY	PROJECT NO.
CHKD.	05-23-2024	AKB	060015, 00003
SCALE	1"=30'	JRB	SHEET 1 OF 1
			RELATING TO
			EASE060015-13A

RIGHT OF ENTRY LICENSE and
CONSTRUCTION AGREEMENT

This RIGHT of ENTRY LICENSE and CONSTRUCTION AGREEMENT (hereafter "AGREEMENT") is entered into the _____ day of _____, 20____, by and between GRANTOR [REDACTED] and GRANTEE, TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation.

RECITALS

1. GRANTOR is the owner of the real property located in the Town of Cedar Lake, Lake County, Indiana, at the address commonly known as [REDACTED] with designated Parcel Number 45-15-35-202-014.000-043 with the legal description set forth on Exhibit A attached hereto (the "Property"), which is incorporated herein by reference; and
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NOW, THEREFORE, in consideration of the mutual promises set forth herein and all other consideration, the adequacy of which is agreed upon by the Parties, the Parties hereto agree as follows:

AGREEMENT

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2. **ASSUMPTION OF RISK:** GRANTEE enters the Property and performs or causes to be performed such Work as referred to above at its own risk, and subject to whatever hazards or conditions may exist on the Property.

3. PERMITS: GRANTEE shall procure and obtain all necessary permits from appropriate agencies for the Work at GRANTEE'S sole expense.
4. TERM AND TERMINATION: The term of this AGREEMENT shall commence on the _____ day of _____, 20____, and expire on the _____ day of _____, 20____, or the date of final completion of the Work, whichever occurs later.
5. DUTY TO REPAIR, RESTORE, OR REPLACE: Prior to termination of this AGREEMENT, GRANTEE shall perform the work shown on the Work and project plans (Exhibit B), and restore any property that is damaged and that is not a part of the Work to its original condition or better. Restoration shall include the repair or replacement of any landscaping, structures, fences, driveways, or other improvements that are removed, damaged, or destroyed by GRANTEE'S employees, contractors, subcontractors, representatives, agents and designees.
6. INDEMNIFICATION: GRANTEE shall indemnify, defend and hold harmless the GRANTOR, its Officers, Officials, Directors, Employees, Contractors, Subcontractors, Agents, Affiliates, Successors and Assigns from any and all claims, suits or actions of every name, kind and description, brought forth on account of injuries to or the death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors, or omissions, of any person directly or indirectly employed by or acting as agent for GRANTEE in performance of this AGREEMENT, except to the extent arising from the negligence or intentional misconduct of GRANTOR, its employees, contractors, subcontractors, agents, successors or assigns.
7. INSURANCE: During the term of this Agreement, GRANTEE and its contractors, subcontractors and agents shall fully comply with the laws of the State of Indiana concerning Worker's Compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect, one (1) or more policies of insurance insuring against any liability GRANTEE and its agents may have for Worker's Compensation claims.

GRANTEE, if requested, shall provide the GRANTOR with a valid Certificate of coverage confirming comprehensive general and automobile liability coverage in an amount of not less than \$1,000,000.00 as an additional covered party. The Certificate will further confirm that the coverage in effect will not be canceled, limited, or allowed to expire, except upon thirty (30) days written notice to the GRANTOR. It is further agreed that any coverage extended by reason of this Section of AGREEMENT shall be primary, and that any similar insurance maintained by GRANTOR for its own protection shall be secondary or excess, and not contributing insurance.

GRANTEE shall require its Contractors and Subcontractors to obtain, at their sole cost, and keep in full force and effect during the term of this AGREEMENT, commercial general liability insurance in an amount of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage; provide (i) that the GRANTOR, its officers, agents, employees, and volunteers shall be added as additional insureds under the policy; (ii) that the policy shall stipulate that this insurance will operate as primary insurance; and (iii) that no other insurance of the GRANTOR or other named insureds will be called upon to cover a loss covered thereunder.

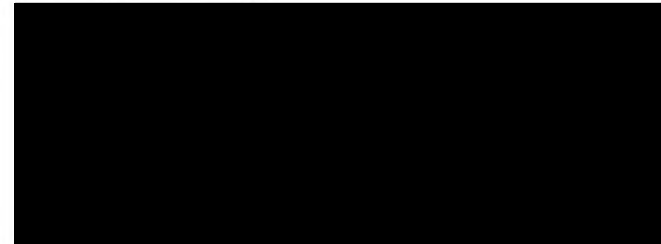
8. RECORDING: NEITHER GRANTOR NOR GRANTEE SHALL RECORD THIS AGREEMENT.
9. ATTORNEY'S FEES: If any legal action or proceeding arising out of or relating to this AGREEMENT is brought by either Party to this AGREEMENT, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney's fees, costs, and expenses incurred in the action or proceeding by the prevailing party.
10. NOTICES: All notices required or permitted under the terms of this AGREEMENT shall be in writing and sent to:

GRANTEE:

Town of Cedar Lake
P. O. Box 707
Cedar Lake, IN 46303

Attn: Town Manager
Town Clerk-Treasurer
Town Council President
Town Attorney

GRANTOR:



11. TIME IS OF THE ESSENCE; ENTIRE AGREEMENT: Time is of the essence of each of the terms and provisions of the AGREEMENT. This AGREEMENT constitutes the entire agreement between GRANTEE and GRANTOR, and no alteration or amendment of any part thereof shall be effective unless in writing and signed by parties sought to be charged or bound hereby.
12. PUBLIC ACTION: It is expressly stated that this AGREEMENT is entered into after action at a Public Meeting of the Town Council of the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, on the ____ day of _____, 20____, wherein, by a vote of ____ in favor, and ____ against, the AGREEMENT herein was directed to be made, and the President of the Town Council and the Town Clerk-Treasurer respectively, were directed to execute and attest said AGREEMENT.



13. CORPORATE/ENTITY AUTHORITY: The undersigned Person or Persons executing this AGREEMENT on behalf of Corporate Parties or other legal entities to this AGREEMENT, represent and certify that they are duly elected or appointed Officers or Representatives of said corporations or entities, and are fully empowered to execute and deliver this AGREEMENT, and that all necessary corporate or entity action for the making of this AGREEMENT has been taken and done.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT as of the date first written above.

GRANTOR:

GRANTEE:

OWNER

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

By: _____

Title: Nick Recupito, Town Council President

Attest: _____

Title: Jennifer N. Sandberg, IAMC, CMC, CPFIM
Town Clerk-Treasurer

Date: _____



EXHIBIT A

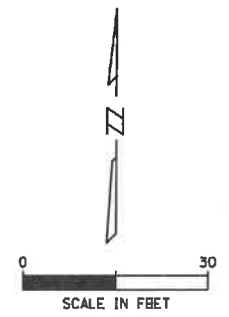
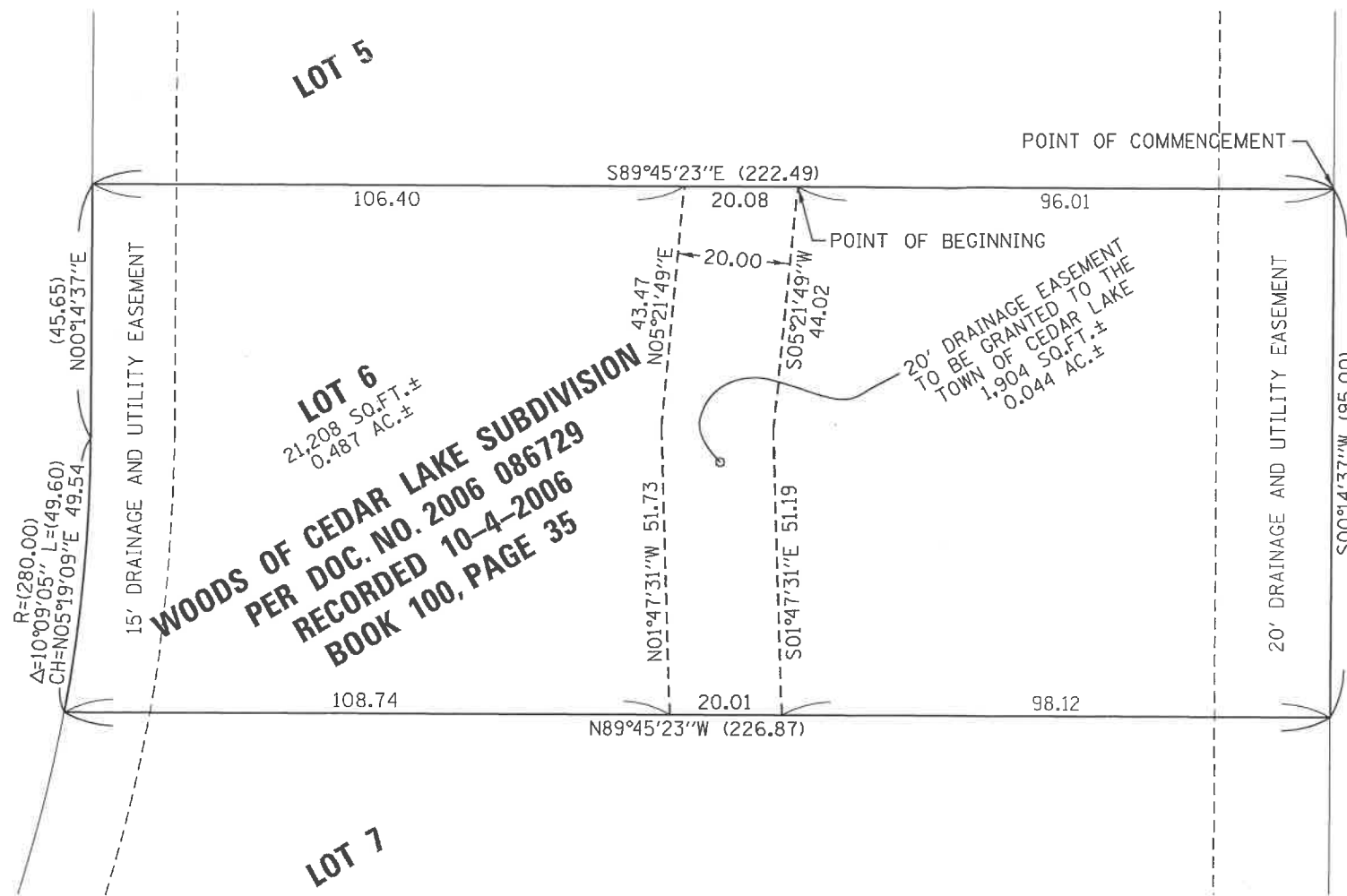
LEGAL DESCRIPTION (DRAINAGE EASEMENT - LOT 6)

THAT PART OF LOT 6 IN THE WOODS OF CEDAR LAKE SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 100, PAGE 35 AS DOCUMENT NO. 2006 086729, OCTOBER 4, 2006 IN LAKE COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 6; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 6 HAVING AN ASSUMED BEARING OF NORTH 89 DEGREES 45 MINUTES 23 SECONDS WEST A DISTANCE OF 96.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 05 DEGREES 21 MINUTES 49 SECONDS WEST, 44.02 FEET; THENCE SOUTH 01 DEGREES 47 MINUTES 31 SECONDS EAST, 51.19 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 6; THENCE NORTH 89 DEGREES 45 MINUTES 23 SECONDS WEST, 20.01 FEET ALONG SAID SOUTH LINE; THENCE NORTH 01 DEGREES 47 MINUTES 31 SECONDS WEST, 51.73 FEET; THENCE NORTH 05 DEGREES 21 MINUTES 49 SECONDS EAST, 43.48 FEET TO A POINT ON SAID NORTH LINE OF LOT 6; THENCE SOUTH 89 DEGREES 45 MINUTES 23 SECONDS EAST, 20.08 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT

EXHIBIT-B

ROCKLIN STREET
60' RIGHT-OF-WAY



PIN NO.
45-15-35-202-013.000-043
45-15-35-202-014.000-043

LEGEND

- 00.00 MEASURED
- (00.00) RECORD
- PROPERTY LINE
- EASEMENT LINE
- PROPOSED EASEMENT LINE

GENERAL NOTES:

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. ONLY THOSE BUILDING LINE SETBACKS AND EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISIONS ARE SHOWN HEREON. REFER TO THE DEED, TITLE INSURANCE POLICY AND LOCAL ORDINANCES FOR OTHER RESTRICTIONS.
3. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND REPORT ANY DISCREPANCIES TO THE SURVEYOR AT ONCE.
4. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.
5. CONTRACTOR/DEVELOPER SHALL NOTIFY INDIANA811 AT 1-800-382-5544 AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK.

SURVEYOR NOTES:

1. BEARINGS ARE FOR ANGULAR REFERENCE ONLY AND ARE NOT RELATED TO TRUE OR MAGNETIC NORTH.
2. THIS EXHIBIT IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
3. PROPERTY IS SUBJECT TO: RIGHTS OF THE PUBLIC, THE STATE OF INDIANA, AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.

CB
CHRISTOPHER B. BURKE
ENGINEERING, LTD.
9575 West Higgins Road
Suite 600, Rosemont, Illinois 60018
(847) 823-0500

DRAINAGE EASEMENT EXHIBIT
IN
TOWN OF CEDAR LAKE, INDIANA
PREPARED FOR
TOWN OF CEDAR LAKE

CALC.	KJR	PROJECT NO.
DWN.	AJK	060015.00003
CHKD.	JRM	SHEET 1 OF 1
SCALE:	1"=30'	DRAWING NO.
DATE:	02-16-2018	EASE060015_06A

S:\INDIANA\060015.00003\SURVEY\EASE060015_06A.SUR

RIGHT OF ENTRY LICENSE and
CONSTRUCTION AGREEMENT

This RIGHT of ENTRY LICENSE and CONSTRUCTION AGREEMENT (hereafter "AGREEMENT") is entered into the _____ day of _____, 20____, by and between GRANTORS, _____ and GRANTEE, TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation.

RECITALS

1. GRANTORS are the owners of the real property located in the Town of Cedar Lake, Lake County, Indiana, at the address commonly known as _____ with designated Parcel Number 45-15-35-202-016.000-043 with the legal description set forth on Exhibit A attached hereto (the "Property"), which is incorporated herein by reference; and
2. GRANTEE seeks to, or is in the process of, constructing, repairing, or maintaining certain necessary improvements in the public interest located on GRANTORS property; and
3. GRANTEE seeks permission and authorization from GRANTORS to enter upon the real property as shown on Exhibit A for those purposes.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and all other consideration, the adequacy of which is agreed upon by the Parties, the Parties hereto agree as follows:

AGREEMENT

1. **GRANT OF RIGHT OF ENTRY:** GRANTORS hereby grants GRANTEE, its employees, consultants, contractors, representatives, agents and designees permission and authority to enter upon the Property shown on Exhibits A and B for the purposes described in the Recitals above (the "Work" is shown on Exhibit B). GRANTORS shall not be responsible for any of the costs of the Work. GRANTEE shall direct and control all activities pertaining to the Work, and shall not impose, at any time, any charge, fee, or exaction upon GRANTORS for the Work.
 2. **ASSUMPTION OF RISK:** GRANTEE enters the Property and performs or causes to be performed such Work as referred to above at its own risk, and subject to whatever hazards or conditions may exist on the Property.
-

3. PERMITS: GRANTEE shall procure and obtain all necessary permits from appropriate agencies for the Work at GRANTEE'S sole expense.
4. TERM AND TERMINATION: The term of this AGREEMENT shall commence on the _____ day of _____, 20____, and expire on the _____ day of _____, 20____, or the date of final completion of the Work, whichever occurs later.
5. DUTY TO REPAIR, RESTORE, OR REPLACE: Prior to termination of this AGREEMENT, GRANTEE shall perform the work shown on the Work and project plans (Exhibit B), and restore any property that is damaged and that is not a part of the Work to its original condition or better. Restoration shall include the repair or replacement of any landscaping, structures, fences, driveways, or other improvements that are removed, damaged, or destroyed by GRANTEE'S employees, contractors, subcontractors, representatives, agents, and designees.
6. INDEMNIFICATION: GRANTEE shall indemnify, defend and hold harmless the GRANTORS, their Officers, Officials, Directors, Employees, Contractors, Subcontractors, Agents, Affiliates, Successors and Assigns from any and all claims, suits or actions of every name, kind and description, brought forth on account of injuries to or the death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors, or omissions, of any person directly or indirectly employed by or acting as agent for GRANTEE in performance of this AGREEMENT, except to the extent arising from the negligence or intentional misconduct of GRANTORS, their employees, contractors, subcontractors, agents, successors or assigns.
7. INSURANCE: During the term of this Agreement, GRANTEE and its contractors, subcontractors and agents shall fully comply with the laws of the State of Indiana concerning Worker's Compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect, one (1) or more policies of insurance insuring against any liability GRANTEE and its agents may have for Worker's Compensation claims.

GRANTEE, if requested, shall provide the GRANTORS with a valid Certificate of coverage confirming comprehensive general and automobile liability coverage in an amount of not less than \$1,000,000.00 as an additional covered party. The Certificate will further confirm that the coverage in effect will not be canceled, limited, or allowed to expire, except upon thirty (30) days written notice to the GRANTORS. It is further agreed that any coverage extended by reason of this Section of AGREEMENT shall be primary, and that any similar insurance maintained by GRANTORS for their own protection shall be secondary or excess, and not contributing insurance.

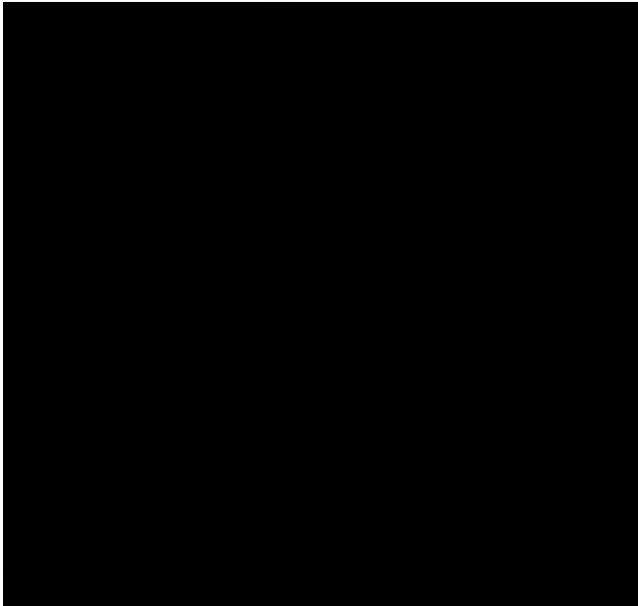


13. CORPORATE/ENTITY AUTHORITY: The undersigned Person or Persons executing this AGREEMENT on behalf of Corporate Parties or other legal entities to this AGREEMENT, represent and certify that they are duly elected or appointed Officers or Representatives of said corporations or entities, and are fully empowered to execute and deliver this AGREEMENT, and that all necessary corporate or entity action for the making of this AGREEMENT has been taken and done.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT as of the date first written above.

GRANTORS:

GRANTEE:



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

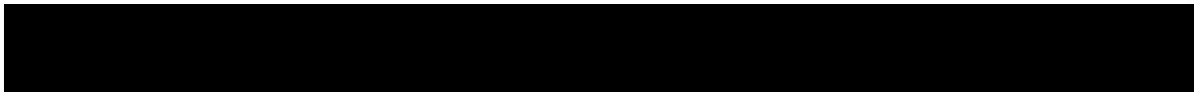
By: _____

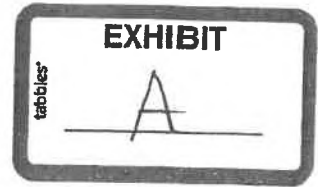
Title: Nick Recupito, Town Council President

Attest: _____

Title: Jennifer N. Sandberg, IAMC, CMC, CPFIM
Town Clerk-Treasurer

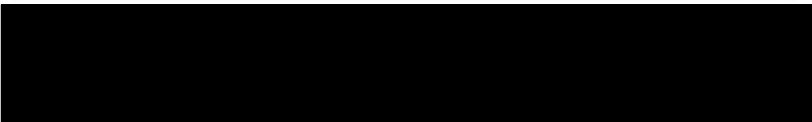
Date: _____





LEGAL DESCRIPTION (DRAINAGE EASEMENT - LOT 7)

THAT PART OF LOT 7 IN THE WOODS OF CEDAR LAKE SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 100, PAGE 35 AS DOCUMENT NO. 2006 086729, OCTOBER 4, 2006 IN LAKE COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 7; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 7 HAVING AN ASSUMED BEARING OF NORTH 89 DEGREES 45 MINUTES 23 SECONDS WEST A DISTANCE OF 98.11 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 47 MINUTES 31 SECONDS EAST, 75.68 FEET; THENCE NORTH 82 DEGREES 05 MINUTES 19 SECONDS EAST, 19.96 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 7; THENCE SOUTH 66 DEGREES 48 MINUTES 13 SECONDS WEST, 55.80 FEET ALONG SAID SOUTH LINE TO A BEND POINT IN SAID SOUTH LINE; THENCE NORTH 89 DEGREES 45 MINUTES 23 SECONDS WEST, 8.04 FEET ALONG SAID SOUTH LINE; THENCE NORTH 56 DEGREES 34 MINUTES 11 SECONDS EAST, 23.65 FEET; THENCE NORTH 01 DEGREES 47 MINUTES 31 SECONDS WEST, 74.41 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 32 SECONDS WEST, 30.47 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 7.57 FEET TO A POINT ON SAID NORTH LINE OF LOT 7; THENCE SOUTH 89 DEGREES 45 MINUTES 23 SECONDS EAST, 50.25 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.



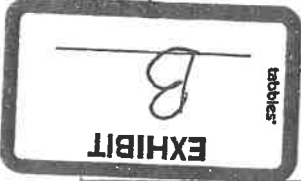
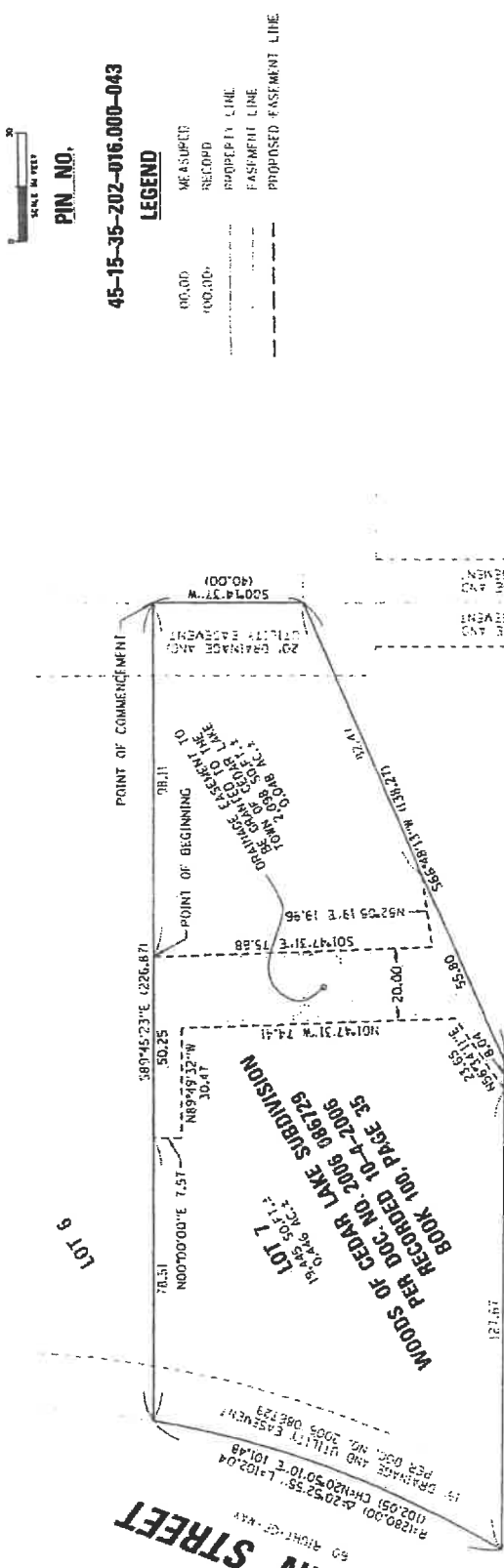


EXHIBIT-B

DRAINAGE EASEMENT



45-15-35-202-016.000-043

LEGEND

- 000.00 MEASURED
- 000.00 RECORD
- PROPOSED LINE
- EASEMENT LINE
- PROPOSED EASEMENT LINE

GENERAL NOTES

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. ONLY THOSE BUILDING LINE SETBACKS AND EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISIONS ARE SHOWN HEREON. REFER TO THE DEED, TITLE INSURANCE POLICY AND LOCAL ORDINANCES FOR OTHER RESTRICTIONS.
3. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND REPORT ANY DISCREPANCIES TO THE SURVEYOR AT ONCE.
4. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.
5. CONTRACTOR/DEVELOPER SHALL NOTIFY INDIANABILL AT 1-800-382-5544 AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK.

SURVEYOR NOTES:

1. BEARINGS ARE FOR ANGULAR REFERENCE ONLY AND ARE NOT RELATED TO TRUE OR MAGNETIC NORTH.
2. THIS EXHIBIT IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
3. PROPERTY IS SUBJECT TO: RIGHTS OF THE PUBLIC, THE STATE OF INDIANA, AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.

REVISED: 07-27-2018

PROJECT NO.	45-15-35-202-016.000-043
SHEET 1 OF 1	04/18/18
DATE	07-18-2018
SCALE	1"=30'
CHD.	JRU
DRW.	JRU
CALC.	JRU

DRAINAGE EASEMENT EXHIBIT
 IN
 CEDAR LAKE, INDIANA
 PREPARED FOR
 TOWN OF CEDAR LAKE

CHRISTOPHER B. BURKE
 ENGINEERING, L.L.C.
 3-2515 West Higgins Road
 Wood Dale, Illinois 60018
 (647) 623-0008

5:\INDIANA\60018\0000\3\SURVEY\EA5E060015_07A.SLR

GRANTEE shall require its Contractors and Subcontractors to obtain, at their sole cost, and keep in full force and effect during the term of this AGREEMENT, commercial general liability insurance in an amount of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage; provide (i) that the GRANTORS, their officers, agents, employees, and volunteers shall be added as additional insureds under the policy; (ii) that the policy shall stipulate that this insurance will operate as primary insurance; and (iii) that no other insurance of the GRANTORS or other named insureds will be called upon to cover a loss covered thereunder.

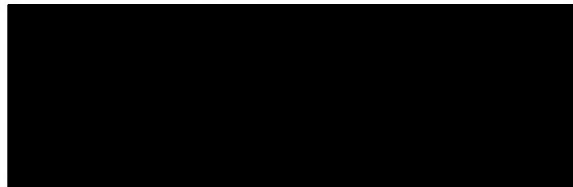
8. RECORDING: NEITHER GRANTORS NOR GRANTEE SHALL RECORD THIS AGREEMENT.
9. ATTORNEY'S FEES: If any legal action or proceeding arising out of or relating to this AGREEMENT is brought by either Party to this AGREEMENT, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney's fees, costs, and expenses incurred in the action or proceeding by the prevailing party.
10. NOTICES: All notices required or permitted under the terms of this AGREEMENT shall be in writing and sent to:

GRANTEE:

Town of Cedar Lake
P. O. Box 707
Cedar Lake, IN 46303

Attn: Town Manager
Town Clerk-Treasurer
Town Council President
Town Attorney

GRANTORS:



11. TIME IS OF THE ESSENCE: ENTIRE AGREEMENT: Time is of the essence of each of the terms and provisions of the AGREEMENT. This AGREEMENT constitutes the entire agreement between GRANTEE and GRANTORS, and no alteration or amendment of any part thereof shall be effective unless in writing and signed by parties sought to be charged or bound hereby.
12. PUBLIC ACTION: It is expressly stated that this AGREEMENT is entered into after action at a Public Meeting of the Town Council of the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, on the ____ day of _____, 20____, wherein, by a vote of _____ in favor, and _____ against, the AGREEMENT herein was directed to be made, and the President of the Town Council and the Town Clerk-Treasurer respectively, were directed to execute and attest said AGREEMENT.



RIGHT OF ENTRY LICENSE and
CONSTRUCTION AGREEMENT

This RIGHT of ENTRY LICENSE and CONSTRUCTION AGREEMENT (hereafter "AGREEMENT") is entered into the _____ day of _____, 20____, by and between GRANTOR [REDACTED] GRANTEE, TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation.

RECITALS

1. GRANTOR is the owner of the real property located in the Town of Cedar Lake, Lake County, Indiana, at the address commonly known as [REDACTED] designated Parcel Number 45-15-35-202-017.000-043 with the legal description set forth on Exhibit A attached hereto (the "Property"), which is incorporated herein by reference; and
2. GRANTEE seeks to, or is in the process of, constructing, repairing, or maintaining certain necessary improvements in the public interest located on GRANTOR's property; and
3. GRANTEE seeks permission and authorization from GRANTOR to enter upon the real property as shown on Exhibit A for those purposes.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and all other consideration, the adequacy of which is agreed upon by the Parties, the Parties hereto agree as follows:

AGREEMENT

1. **GRANT OF RIGHT OF ENTRY:** GRANTOR hereby grants GRANTEE, its employees, consultants, contractors, representatives, agents and designees permission and authority to enter upon the Property shown on Exhibits A and B for the purposes described in the Recitals above (the "Work" is shown on Exhibit B). GRANTOR shall not be responsible for any of the costs of the Work. GRANTEE shall direct and control all activities pertaining to the Work, and shall not impose, at any time, any charge, fee, or exaction upon GRANTOR for the Work.
2. **ASSUMPTION OF RISK:** GRANTEE enters the Property and performs or causes to be performed such Work as referred to above at its own risk, and subject to whatever hazards or conditions may exist on the Property.

[REDACTED]

3. PERMITS: GRANTEE shall procure and obtain all necessary permits from appropriate agencies for the Work at GRANTEE'S sole expense.
4. TERM AND TERMINATION: The term of this AGREEMENT shall commence on the _____ day of _____, 20____, and expire on the _____ day of _____, 20____, or the date of final completion of the Work, whichever occurs later.
5. DUTY TO REPAIR, RESTORE, OR REPLACE: Prior to termination of this AGREEMENT, GRANTEE shall perform the work shown on the Work and project plans (Exhibit B), and restore any property that is damaged and that is not a part of the Work to its original condition or better. Restoration shall include the repair or replacement of any landscaping, structures, fences, driveways, or other improvements that are removed, damaged, or destroyed by GRANTEE'S employees, contractors, subcontractors, representatives, agents and designees.
6. INDEMNIFICATION: GRANTEE shall indemnify, defend and hold harmless the GRANTOR, its Officers, Officials, Directors, Employees, Contractors, Subcontractors, Agents, Affiliates, Successors and Assigns from any and all claims, suits or actions of every name, kind and description, brought forth on account of injuries to or the death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors, or omissions, of any person directly or indirectly employed by or acting as agent for GRANTEE in performance of this AGREEMENT, except to the extent arising from the negligence or intentional misconduct of GRANTOR, its employees, contractors, subcontractors, agents, successors or assigns.
7. INSURANCE: During the term of this Agreement, GRANTEE and its contractors, subcontractors and agents shall fully comply with the laws of the State of Indiana concerning Worker's Compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect, one (1) or more policies of insurance insuring against any liability GRANTEE and its agents may have for Worker's Compensation claims.

GRANTEE, if requested, shall provide the GRANTOR with a valid Certificate of coverage confirming comprehensive general and automobile liability coverage in an amount of not less than \$1,000,000.00 as an additional covered party. The Certificate will further confirm that the coverage in effect will not be canceled, limited, or allowed to expire, except upon thirty (30) days written notice to the GRANTOR. It is further agreed that any coverage extended by reason of this Section of AGREEMENT shall be primary, and that any similar insurance maintained by GRANTOR for its own protection shall be secondary or excess, and not contributing insurance.



GRANTEE shall require its Contractors and Subcontractors to obtain, at their sole cost, and keep in full force and effect during the term of this AGREEMENT, commercial general liability insurance in an amount of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage; provide (i) that the GRANTOR, its officers, agents, employees, and volunteers shall be added as additional insureds under the policy; (ii) that the policy shall stipulate that this insurance will operate as primary insurance; and (iii) that no other insurance of the GRANTOR or other named insureds will be called upon to cover a loss covered thereunder.

- 8. RECORDING: NEITHER GRANTOR NOR GRANTEE SHALL RECORD THIS AGREEMENT.

- 9. ATTORNEY'S FEES: If any legal action or proceeding arising out of or relating to this AGREEMENT is brought by either Party to this AGREEMENT, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney's fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

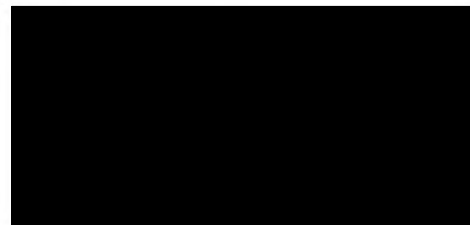
- 10. NOTICES: All notices required or permitted under the terms of this AGREEMENT shall be in writing and sent to:

GRANTEE:

Town of Cedar Lake
P. O. Box 707
Cedar Lake, IN 46303

Attn: Town Manager
Town Clerk-Treasurer
Town Council President
Town Attorney

GRANTOR:



- 11. TIME IS OF THE ESSENCE: ENTIRE AGREEMENT: Time is of the essence of each of the terms and provisions of the AGREEMENT. This AGREEMENT constitutes the entire agreement between GRANTEE and GRANTOR, and no alteration or amendment of any part thereof shall be effective unless in writing and signed by parties sought to be charged or bound hereby.

- 12. PUBLIC ACTION: It is expressly stated that this AGREEMENT is entered into after action at a Public Meeting of the Town Council of the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, on the ____ day of _____, 20__, wherein, by a vote of ____ in favor, and ____ against, the AGREEMENT herein was directed to be made, and the President of the Town Council and the Town Clerk-Treasurer respectively, were directed to execute and attest said AGREEMENT.

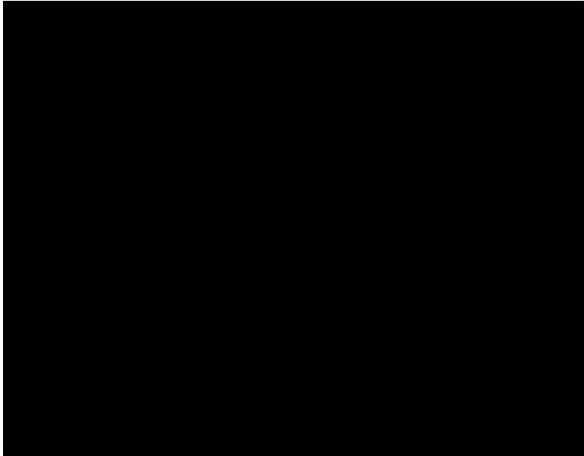


13. CORPORATE/ENTITY AUTHORITY: The undersigned Person or Persons executing this AGREEMENT on behalf of Corporate Parties or other legal entities to this AGREEMENT, represent and certify that they are duly elected or appointed Officers or Representatives of said corporations or entities, and are fully empowered to execute and deliver this AGREEMENT, and that all necessary corporate or entity action for the making of this AGREEMENT has been taken and done.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT as of the date first written above.

GRANTOR:

GRANTEE:



TOWN OF CEDAR LAKE,
LAKE COUNTY, INDIANA,
A Municipal Corporation
By: _____
Title: Nick Recupito, Town Council President

Attest: _____
Title: Jennifer N. Sandberg, IAMC, CMC, CPFIM
Town Clerk-Treasurer

Date: _____

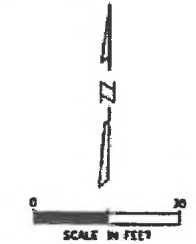
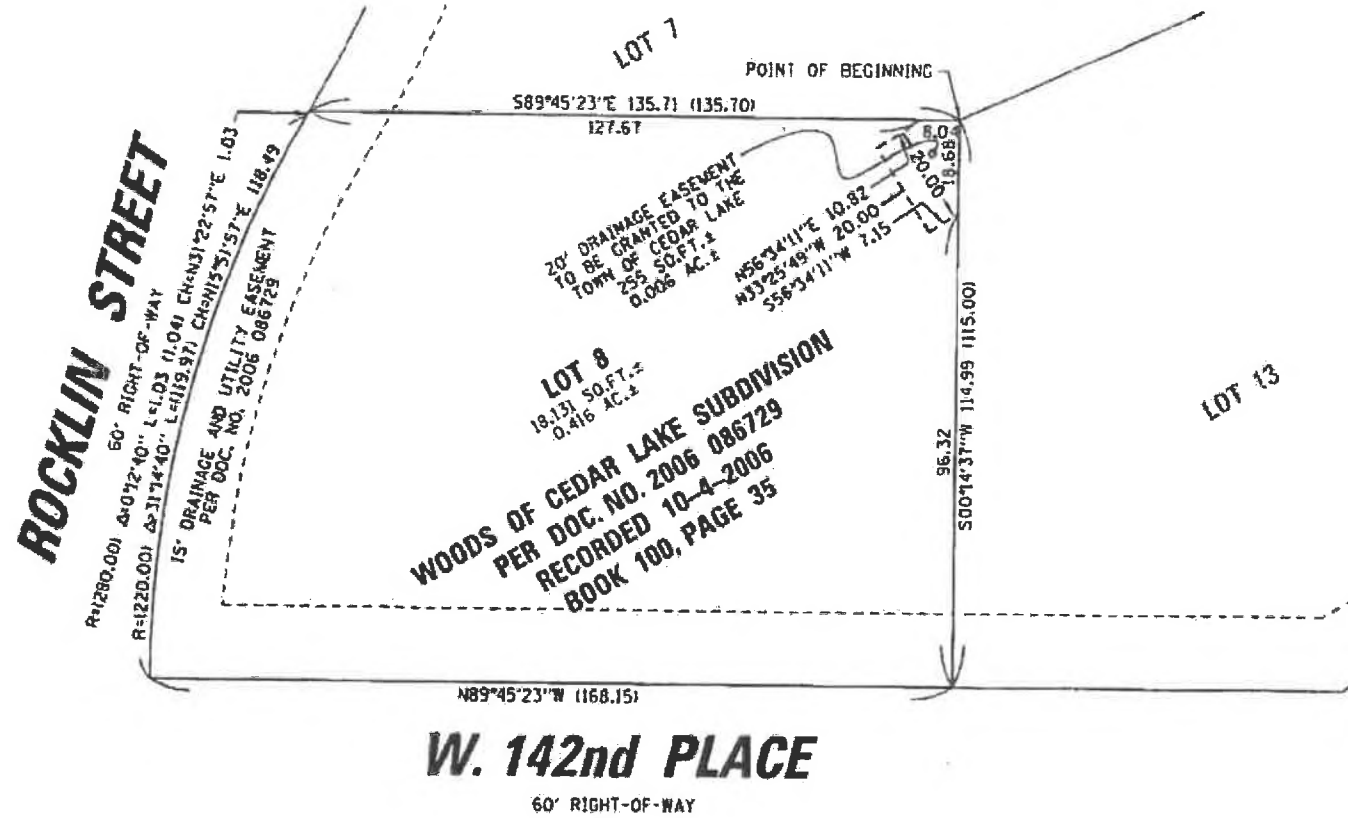
EXHIBIT A

LEGAL DESCRIPTION (DRAINAGE EASEMENT - LOT 8)

THAT PART OF LOT 8 IN THE WOODS OF CEDAR LAKE SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 100, PAGE 35 AS DOCUMENT NO. 2006 086729, OCTOBER 4, 2006 IN LAKE COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 8 HAVING AN ASSUMED BEARING OF SOUTH 00 DEGREES 14 MINUTES 37 SECONDS WEST A DISTANCE OF 18.68 FEET; THENCE SOUTH 56 DEGREES 34 MINUTES 11 SECONDS WEST, 7.15 FEET; THENCE NORTH 33 DEGREES 25 MINUTES 49 SECONDS WEST, 20.00 FEET; THENCE NORTH 56 DEGREES 34 MINUTES 11 SECONDS EAST, 10.82 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 8; THENCE SOUTH 89 DEGREES 45 MINUTES 23 SECONDS EAST, 8.04 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT

EXHIBIT-B



PIN NO.
45-15-35-202-017.000-043

LEGEND

- 00.00 MEASURED
- 100.00 RECORD
- PROPERTY LINE
- - - - - EASEMENT LINE

GENERAL NOTES:

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. ONLY THOSE BUILDING LINE SETBACKS AND EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISIONS ARE SHOWN HEREON. REFER TO THE DEED, TITLE INSURANCE POLICY AND LOCAL ORDINANCES FOR OTHER RESTRICTIONS.
3. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND REPORT ANY DISCREPANCIES TO THE SURVEYOR AT ONCE.
4. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.
5. CONTRACTOR/DEVELOPER SHALL NOTIFY INDIANAG11 AT 1-800-382-5544 AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK.

SURVEYOR NOTES:

1. BEARINGS ARE FOR ANGULAR REFERENCE ONLY AND ARE NOT RELATED TO TRUE OR MAGNETIC NORTH.
2. THIS EXHIBIT IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
3. PROPERTY IS SUBJECT TO: RIGHTS OF THE PUBLIC, THE STATE OF INDIANA, AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.

CB CHRISTOPHER B. BURKE
ENGINEERING, LTD.
9575 West Higgins Road
Suite 600, Rosemont, Illinois 60018
1847) 823-0500

DRAINAGE EASEMENT EXHIBIT
IN
TOWN OF CEDAR LAKE, INDIANA
PREPARED FOR
TOWN OF CEDAR LAKE

CALC.	RJR	PROJECT NO.
DWL	AJK	060015.00003
CHKD.	JRM	SHEET 1 OF 1
SCALE	1"=30'	DRAWING NO.
DATE	02-16-2018	EASE060015.08A

EXHIBIT
B

S:\INDIANA\060015.00003\SURVEY\EASE060015.08A.SUR

DISBURSEMENT OF FUNDS
FROM 2022A CONSTRUCTION FUND # 1001031163

Requisition No. 15

Pursuant to the Trust Indenture dated as of December 1, 2022 (the "Indenture"), between the Town of Cedar Lake Building Corporation and Regions Bank, as trustee (the "Trustee"), the undersigned requests the Trustee to pay the expenses listed on Exhibit A attached hereto in the aggregate sum of **\$375,704.74** out of moneys deposited in the 2022A Construction Fund of the Town of Cedar Lake 2022 Construction Fund under the Indenture. The undersigned, in connection with the foregoing request, hereby certifies that:

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

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

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

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

Dated this ____ day of _____, 20__.

AUTHORIZED REPRESENTATIVE
UNDER THE INDENTURE

TOWN OF CEDAR LAKE, INDIANA

Clerk-Treasurer

EXHIBIT A

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
GM Development Companies LLC 8561 N County Rd 175 E Springport, IN 47386	Design/Construction Contract Draw #12, 07/01/2024	\$375,704.74
Total:		\$375,704.74



July 09, 2024

Town of Cedar Lake

Attr [REDACTED]

PROJECT: Cedar Lake Public Safety Complex—Police Headquarters
GM Development, Disbursement Request 07/01/2024

Dear Mr. Bunge,

Pursuant to the BOT Agreement (Police Department Headquarters Project) executed by and between the Town of Cedar Lake (the Town) and GM Development Companies (the Developer), and dated December 22, 2022, the Developer has submitted Disbursement Request 07/01/2024 in the amount of **\$375,704.74**. This amount is to be drawn from the bond proceeds: **\$375,704.74 from bond proceeds.**

Per Schedule 1 of the Disbursement Request, please note that the principal payee for this disbursement is "GM Development Companies LLC" in the amount of \$375,704.74.

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

Comments:

1. The invoiced amounts generally agree with progress in the field. Sizeable items billed in this application include Asphalt, Site Concrete, Rainscreen Panel System, Flooring, HVAC, and Electrical. Percentages billed are appropriate at this time.
2. The following items are billed to completion, which is acceptable at this time: Site Furnishings, Rainscreen Exterior Paneling, Access Doors and Frames, Metal Studs/Drywall/Insulation/Ceiling, Flooring, Wall Protection, Fire Extinguishers, Window Shades, Flagpoles, and HVAC.
3. Winter Conditions Allowance is billed to 87%. Supporting documentation has been provided by the Contractor to substantiate this cost item.
4. General Conditions, Construction Management, and Overhead and Profit are billed to 92%, 94%, and 85%, respectively. These amounts seem appropriate at this time and reasonably correspond to overall total project billing of 85.7%.
5. Retainage amount withheld following this billing totals \$192,060.69.
6. As this disbursement request only applies to the Police Headquarters, 100% (**\$375,704.74**) shall be allocated to the Police project.
7. Developer's lien waiver has been submitted and is included below.

For your reference I have enclosed the Developer's Disbursement Request-07/01/2024. Please contact me with any questions or comments you may have.

Sincerely,

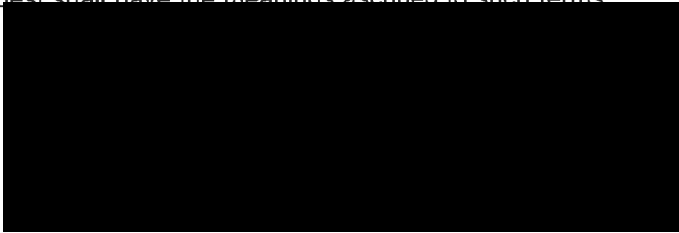
[REDACTED]
Lance Sheedeker
Veridus Group

Disbursement Request

The undersigned hereby states and certifies that:

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

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



Date:7/1/2024

Schedule 1

PROJECT FUND DISBURSEMENTS

<u>Item Number</u>	<u>Payee Name and Address</u>	<u>Purpose of Obligation</u>	<u>Amount</u>
1	GM Development Companies LLC 8561 N County Rd 175 E Springport, IN 47386	Construction/Design	\$375,704.74

Cedar Lake Fire Dept HQ and Police Dept HQ

Date: 7/1/2024

From: (M) Development Companies LLC
8551 N 175 E, Springport, IN 47386

To: Town of Cedar Lake, Indiana

Request for Payment

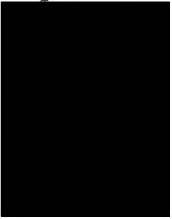
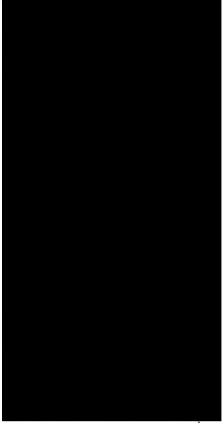
Original Contract Amount: \$15,575,000.00
Approved Changes: \$0.00
Revised Contract Amount: \$15,575,000.00

Contract Completed to Date: \$13,608,667.34
Less Previous Requests: -\$12,292,813.92
Current Request for Payment: \$1,310,853.42

Current Billing:

Remaining Contract to B

The attached contract/developer and this request for payment has been completed. We advise previous requests for payment.



DRAW SCHEDULE

Cedar Lake Fire Department HQ

	Draw Amount	Remaining Balance
Jan-23	\$216,540.16	\$10,002,423.36
Feb-23	\$100,418.76	\$9,902,004.60
Mar-23	\$84,049.53	\$9,817,955.07
Apr-23	\$102,111.75	\$9,715,843.32
May-23	\$50,544.00	\$9,665,299.32
Jun-23	\$19,808.46	\$9,645,490.86
Jul-23	\$24,174.92	\$9,621,315.94
Aug-23	\$735,809.54	\$8,885,506.40
Sep-23	\$470,151.84	\$8,415,354.56
Oct-23	\$459,310.77	\$7,956,043.79
Nov-23	\$570,884.51	\$7,385,159.28
Dec-23	\$953,329.60	\$6,431,829.68
Jan-24	\$807,561.15	\$5,624,268.53
Feb-24	\$477,181.51	\$5,147,087.02
Mar-24	\$593,172.87	\$4,553,914.15
Apr-24	\$727,052.12	\$3,826,862.03
May-24	\$816,038.18	\$3,010,823.85
Jun-24	\$872,087.15	\$2,138,736.70
Jul-24	\$935,148.68	\$1,203,588.02
Aug-24		\$1,203,588.02

DRAW SCHEDULE

Cedar Lake Police Department HQ

	Draw Amount	Remaining Balance
Jan-23	\$102,198.00	\$5,253,838.48
Feb-23	\$60,508.74	\$5,193,329.74
Mar-23	\$50,645.23	\$5,142,684.51
Apr-23	\$61,528.87	\$5,081,155.64
May-23	\$30,456.00	\$5,050,699.64
Jun-23	\$11,995.88	\$5,038,703.76
Jul-23	\$19,261.21	\$5,019,502.55
Aug-23	\$431,136.98	\$4,588,365.57
Sep-23	\$283,568.63	\$4,304,796.94
Oct-23	\$284,940.68	\$4,019,856.26
Nov-23	\$329,930.66	\$3,689,925.60
Dec-23	\$417,457.86	\$3,272,467.74
Jan-24	\$443,851.15	\$2,828,616.59
Feb-24	\$228,586.95	\$2,600,029.64
Mar-24	\$309,975.99	\$2,290,053.65
Apr-24	\$297,815.22	\$1,992,238.43
May-24	\$360,609.81	\$1,631,628.62
Jun-24	\$488,179.24	\$1,143,449.38
Jul-24	\$375,704.74	\$767,744.64
Aug-24		\$767,744.64

DRAW SCHEDULE

Combined

	Draw Amount	Remaining Balance
May-23	\$318,738.16	\$15,256,261.84
Feb-23	\$160,927.50	\$15,095,334.34
Mar-23	\$134,694.76	\$14,960,639.58
Apr-23	\$163,640.62	\$14,796,998.96
May-23	\$81,000.00	\$14,715,998.96
Jun-23	\$31,744.34	\$14,684,254.62
Jul-23	\$43,436.13	\$14,640,818.49
Aug-23	\$1,166,946.52	\$13,473,871.97
Sep-23	\$753,720.47	\$12,720,151.50
Oct-23	\$744,251.45	\$11,975,900.05
Nov-23	\$900,815.17	\$11,075,084.88
Dec-23	\$1,370,787.46	\$9,704,297.42
Jan-24	\$1,251,412.30	\$8,452,885.12
Feb-24	\$705,768.46	\$7,747,116.66
Mar-24	\$903,148.86	\$6,843,967.80
Apr-24	\$1,024,867.34	\$5,819,100.46
May-24	\$1,176,647.99	\$4,642,452.47
Jun-24	\$1,360,266.39	\$3,282,186.08
Jul-24	\$1,310,853.42	\$1,971,332.66
Aug-24	\$0.00	\$1,971,332.66

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

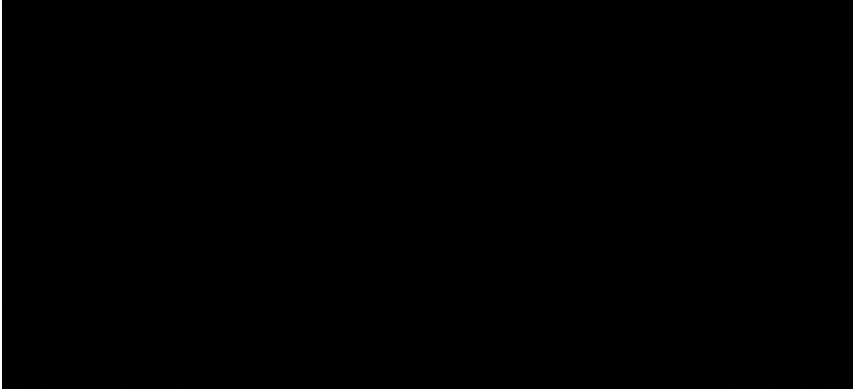
Project: Cedar Lake Police Station
Cedar Lake, Indiana

On receipt by the undersigned of a check from the Town of Cedar Lake, Indiana, in the sum of THREE HUNDRED SEVENTY FIVE THOUSAND SEVEN HUNDRED FOUR DOLLARS AND SEVENTY FOUR CENTS (\$375,704.74) payable to GM Development Companies LLC, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment, and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the above referenced project to the following extent.

This release covers a progress payment for all labor, services, equipment, and materials furnished to the project site or to the Town of Cedar Lake, Indiana, through 7/1/2024 only and does not cover any retention, pending modifications, and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

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

7/1/2024



DISBURSEMENT OF FUNDS
FROM 2022B CONSTRUCTION FUND # 1001031164

Requisition No. 14

Pursuant to the Trust Indenture dated as of December 1, 2022 (the "Indenture"), between the Town of Cedar Lake Building Corporation and Regions Bank, as trustee (the "Trustee"), the undersigned requests the Trustee to pay the expenses listed on Exhibit A attached hereto in the aggregate sum of **\$935,148.68** out of moneys deposited in the 2022B Construction Fund of the Town of Cedar Lake 2022 Construction Fund under the Indenture. The undersigned, in connection with the foregoing request, hereby certifies that:

(1) The costs of an aggregate amount set forth herein have been made or incurred and were necessary for the 2022B Project or the issuance of the Bonds;

(2) The amount paid or to be paid, as set forth herein, is reasonable and represents a part of the amount payable for the 2022B Project or the issuance of the Bonds, and such payment was not paid in advance of the time, if any, fixed for payment and was made in accordance with the terms of any contracts applicable thereto and in accordance with usual and customary practice under existing conditions;

(3) No part of such costs has been included in any Requisition previously filed with the Trustee under the provisions of the Indenture; and

(4) Such costs are appropriate for the expenditure of proceeds of the Bonds.

[(5) Such costs are not subject to certification by the architect or engineer.]

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

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

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

Dated this ____ day of _____, 20__.

AUTHORIZED REPRESENTATIVE
UNDER THE INDENTURE

TOWN OF CEDAR LAKE, INDIANA

Clerk-Treasurer

EXHIBIT A

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
GM Development Companies LLC 8561 N County Rd 175 E Springport, IN 47386	Design/Construction/OR Contract Draw #12 – 07/01/2024	\$935,148.68
Total:		\$935,148.68



July 09, 2024

Town of Cedar Lake

Attn: [Redacted]

PROJECT: Cedar Lake Public Safety Complex—Fire Headquarters
GM Development, Disbursement Request 07/01/2024

Dear Mr. Bunge,

Pursuant to the BOT Agreement (Fire Department Headquarters Project) executed by and between the Town of Cedar Lake (the Town) and GM Development Companies (the Developer), and dated December 22, 2022, the Developer has submitted Disbursement Request 07/01/2024 in the amount of \$935,148.68. This amount is to be drawn from the bond proceeds: **\$935,148.68 from bond proceeds.**

Per Schedule 1 of the Disbursement Request, please note that the payee for this disbursement is "GM Development Companies LLC" in the amount of \$935,148.68.

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

Comments:

1. The invoiced amounts generally agree with progress in the field. Sizeable items billed in this application include Asphalt, Site Concrete, and Electrical. Percentages billed are appropriate at this time.
2. The following items are billed to completion, which is proper at this time: Rainscreen Exterior Panels, HM Frames, Doors, and Hardware, Overhead/Sectional Doors, Access Doors and Frames, Metal Studs/Drywall/Insulation/Ceiling, Flooring, Apparatus Bay Sealed Concrete, Wall Protection, Fire Extinguishers, Window Shades, Flagpoles, Fire Pole, Sauna, HVAC, Bifold Doors, and Apparatus Bay Epoxy Floor.
3. Winter Conditions Allowance is billed to 87%. Supporting documentation has been provided by the Contractor to substantiate this cost item.
4. General Conditions, Construction Management, and Overhead and Profit are billed to around 95%. These amounts seem appropriate at this time and reasonably correspond to overall total project billing of 87%.
5. Retainage withholding following this billing totals \$389,613.33.
6. As this disbursement request only applies to the Fire Headquarters, 100% (\$935,148.68) shall be allocated to the Firehouse project.
7. Developer's lien waiver has been submitted and is included below.

For your reference I have enclosed the Developer's Disbursement Request-07/01/2024. Please contact me with any questions or comments you may have.

[Redacted Signature]

Lance Snedeker
Veridus Group

Disbursement Request

The undersigned hereby states and certifies that:

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

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

D



Schedule 1

PROJECT FUND DISBURSEMENTS

<u>Item Number</u>	<u>Payee Name and Address</u>	<u>Purpose of Obligation</u>	<u>Amount</u>
1	GM Development Companies LLC 8561 N County Rd 175 E Springport, IN 47386	Construction/Design	\$935,148.68

Cedar Lake Fire Dept HQ and Police Dept HQ

Date: 7/1/2024

From: GM Development, Company's LLC
8951 N 175 E., Springport, IN 47386

To: Town of Cedar Lake, Indiana
Request for Payment

Original Contract Amount:

\$15,579,000.00

Approved Charges:

\$0.00

Revised Contract Amount:

Contract Completed to Date:
Last Previous Request:
Current Request for Payment:

Current Billing:
Remaining Contract to Bill:

The undersigned contractor/developer certifies that to the best of his/her knowledge, the information provided in this Request for Payment has been completed in accordance with the terms and conditions of the contract and that all work for which previous requests for payment were issued, and that contract

Requester

Cedar Lake Fire Dept HQ and Police Dept HQ

Schedule of Values

Item #	Description of Expense	Budget	Preconstruction													Total Paid to Date	Total Remaining	% Complete		
			Draws	Draw 1	Draw 2	Draw 3	Draw 4	Draw 5	Draw 6	Draw 7	Draw 8	Draw 9	Draw 10	Draw 11	Draw 12				Draw 13	
Police Department HQ																				
15	Design (2xM)	\$ 451,569.50	\$ 323,516.06	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 411,688.46	\$ 39,728.13	91.20%
25	Design Remembrance (2xM)	\$ 1,880.00	\$ 1,264.25															\$ 1,280.00	\$ 599.97	68.60%
32	Down Contingency	\$ 62,500.00																\$ 62,500.00	\$ 0.00	100.00%
52	Ferris (Outlet)/Mile	\$ 5,383.96		\$ 5,383.96														\$ 5,383.96	\$ 0.00	100.00%
65	Technical (AV)/Telem	\$ 110,028.80																\$ 110,028.80	\$ 0.00	100.00%
75	FIRE	\$ 160,275.15																\$ 160,275.15	\$ 0.00	100.00%
76	Evidence Storage (Air Sealed)	\$ 5,193.85																\$ 5,193.85	\$ 0.00	100.00%
90	Site Demolition and Earthwork	\$ 204,209.26																\$ 204,209.26	\$ 0.00	100.00%
100	Sanitary Sewer	\$ 74,241.58																\$ 74,241.58	\$ 0.00	100.00%
110	Storm Sewer	\$ 52,799.28																\$ 52,799.28	\$ 0.00	100.00%
130	Site Utilities	\$ 78,537.00																\$ 78,537.00	\$ 0.00	100.00%
130	Reserved for Future Use	\$ 51,220.66																\$ 51,220.66	\$ 0.00	100.00%
140	Time Stabilization/Unusable Soil Removal Allowance	\$ 8,666.80																\$ 8,666.80	\$ 0.00	100.00%
150	Surveying/Staking	\$ 18,102.90																\$ 18,102.90	\$ 0.00	100.00%
170	Fencing and Gates	\$ 6,016.00																\$ 6,016.00	\$ 0.00	100.00%
180	Site Concrete	\$ 159,134.86																\$ 159,134.86	\$ 0.00	100.00%
190	Retaining Walls	\$ 70,030.00																\$ 70,030.00	\$ 0.00	100.00%
200	Site Furnishings	\$ 478.27																\$ 478.27	\$ 0.00	100.00%
200	Site Signage and Stenciling	\$ 1,658.04																\$ 1,658.04	\$ 0.00	100.00%
220	Building Cante	\$ 513.17																\$ 513.17	\$ 0.00	100.00%
230	Structural Masonry	\$ 144,203.58																\$ 144,203.58	\$ 0.00	100.00%
250	Steel Fabrication and Erection	\$ 241,081.53																\$ 241,081.53	\$ 0.00	100.00%
260	Rough Carpentry	\$ 21,730.29																\$ 21,730.29	\$ 0.00	100.00%
270	Dampening/Waterproofing/Air Barrier	\$ 25,487.11																\$ 25,487.11	\$ 0.00	100.00%
280	Roofing	\$ 135,941.59																\$ 135,941.59	\$ 0.00	100.00%
290	Blanchscreen Exterior Panel System	\$ 82,939.95																\$ 82,939.95	\$ 0.00	100.00%
300	Aluminum, Glass, Glazing	\$ 68,743.23																\$ 68,743.23	\$ 0.00	100.00%
330	Masonry, Veneer	\$ 146,670.23																\$ 146,670.23	\$ 0.00	100.00%
330	Roof Scaffolds and Accessories	\$ 3,587.04																\$ 3,587.04	\$ 0.00	100.00%
330	Roof Scaffolds and Accessories	\$ 49,458.31																\$ 49,458.31	\$ 0.00	100.00%
340	Architectural Millwork - Supply	\$ 33,708.21																\$ 33,708.21	\$ 0.00	100.00%
340	HM Frames, WD/HM Doors and Hardware - Supply	\$ 46,639.66																\$ 46,639.66	\$ 0.00	100.00%
350	Access Doors and Frames - Supply	\$ 1,513.33																\$ 1,513.33	\$ 0.00	100.00%
370	Water Stops/Insulation/Ceiling Package	\$ 204,352.87																\$ 204,352.87	\$ 0.00	100.00%
380	HV/Thermostat/Prevention Panels	\$ 318.85																\$ 318.85	\$ 0.00	100.00%
390	Insulating	\$ 63,350.31																\$ 63,350.31	\$ 0.00	100.00%
390	Insulating	\$ 36,945.29																\$ 36,945.29	\$ 0.00	100.00%
400	Interior Finish - Supply	\$ 36,945.29																\$ 36,945.29	\$ 0.00	100.00%
400	Interior Finish - Supply	\$ 2,931.36																\$ 2,931.36	\$ 0.00	100.00%
420	Paint Packages - Supply	\$ 1,053.00																\$ 1,053.00	\$ 0.00	100.00%
440	Wall Protection and Corner Guards - Supply	\$ 647.66																\$ 647.66	\$ 0.00	100.00%
450	Fire Extinguishers and Cabinets - Supply	\$ 807.08																\$ 807.08	\$ 0.00	100.00%
460	Window Shades and Curtains	\$ 3,938.57																\$ 3,938.57	\$ 0.00	100.00%
470	Flags	\$ 8,967.60																\$ 8,967.60	\$ 0.00	100.00%
480	Roof Fall Protection System	\$ 2,393.35																\$ 2,393.35	\$ 0.00	100.00%
500	Fire Sprinkler/Suppression Systems	\$ 64,149.83																\$ 64,149.83	\$ 0.00	100.00%
510	Pumbing Systems	\$ 139,584.00																\$ 139,584.00	\$ 0.00	100.00%
520	HVAC Systems	\$ 421,667.21																\$ 421,667.21	\$ 0.00	100.00%
530	Electrical Systems	\$ 51,515.83																\$ 51,515.83	\$ 0.00	100.00%
540	Construction Testing	\$ 12,408.00																\$ 12,408.00	\$ 0.00	100.00%
550	Alterations	\$ 282,000.00																\$ 282,000.00	\$ 0.00	100.00%
570	Allowance #1 - Winter Conditions	\$ 51,268.00																\$ 51,268.00	\$ 0.00	100.00%
600	General Contractors/General Requirements	\$ 379,380.64																\$ 379,380.64	\$ 0.00	100.00%
600	Permit and Bond	\$ 4,800.00																\$ 4,800.00	\$ 0.00	100.00%
610	Construction Management/Direct Labor	\$ 248,014.41																\$ 248,014.41	\$ 0.00	100.00%
610	Residual and Profit	\$ 216,162.69																\$ 216,162.69	\$ 0.00	100.00%
635	Owner's Representative (Verbal)	\$ 30,401.89																\$ 30,401.89	\$ 0.00	100.00%
645	Reserved for Future Use	\$ 11,773.62																\$ 11,773.62	\$ 0.00	100.00%
650 Police Department Total:																				
		\$ 5,356,036.48	\$ 3,863,533.33	\$ 421,185.98	\$ 283,586.63	\$ 288,980.68	\$ 329,930.66	\$ 417,457.86	\$ 443,851.13	\$ 228,586.97	\$ 309,975.99	\$ 207,811.22	\$ 380,600.81	\$ 488,179.24	\$ 375,908.78	\$ 458,829.84	\$ 767,744.64	\$ 4,888,291.84	\$ 767,744.64	85.67%
Fire Department HQ																				
100E	875-121-121 (2x) (2xM)	\$ 719,428.39	\$ 583,833.92	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 739,411.52	\$ 18,996.86	97.47%
101E	Police Department	\$ 1,131,000.00	\$ 2,064.35															\$ 2,124.84	\$ 18,996.86	86.10%
101S	Down Contingency	\$ 62,500.00																\$ 62,500.00	\$ 0.00	100.00%
104E	Ferris/Utilities	\$ 8,901.89		\$ 8,901.89														\$ 8,901.89	\$ 0.00	100.00%
104S	Exterior Signage	\$ 12,480.00																\$ 12,480.00	\$ 0.00	100.00%
105E	Technology/AV/Telem	\$ 123,577.10																\$ 123,577.10	\$ 0.00	100.00%
105F	Cameras	\$ 42,065.00																\$ 42,065.00	\$ 0.00	100.00%
105T	Phone	\$ 13,940.00																\$ 13,940.00	\$ 0.00	100.00%
105H	Fiber	\$ 4,529.10																\$ 4,529.10	\$ 0.00	100.00%

DRAW SCHEDULE

Cedar Lake Fire Department HQ

	Draw Amount	Remaining Balance
Jan-23	\$216,540.16	\$10,002,423.36
Feb-23	\$100,418.76	\$9,902,004.60
Mar-23	\$84,049.53	\$9,817,955.07
Apr-23	\$102,111.75	\$9,715,843.32
May-23	\$50,544.00	\$9,665,299.32
Jun-23	\$19,808.46	\$9,645,490.86
Jul-23	\$24,174.92	\$9,621,315.94
Aug-23	\$735,809.54	\$8,885,506.40
Sep-23	\$470,151.84	\$8,415,354.56
Oct-23	\$459,310.77	\$7,956,043.79
Nov-23	\$570,884.51	\$7,385,159.28
Dec-23	\$953,329.60	\$6,431,829.68
Jan-24	\$807,561.15	\$5,624,268.53
Feb-24	\$477,181.51	\$5,147,087.02
Mar-24	\$593,172.87	\$4,553,914.15
Apr-24	\$727,052.12	\$3,826,862.03
May-24	\$816,038.18	\$3,010,823.85
Jun-24	\$872,087.15	\$2,138,736.70
Jul-24	\$935,148.68	\$1,203,588.02
Aug-24		\$1,203,588.02

DRAW SCHEDULE

Cedar Lake Police Department HQ

	Draw Amount	Remaining Balance
Jan-23	\$102,198.00	\$5,253,838.48
Feb-23	\$60,508.74	\$5,193,329.74
Mar-23	\$50,645.23	\$5,142,684.51
Apr-23	\$61,528.87	\$5,081,155.64
May-23	\$30,456.00	\$5,050,699.64
Jun-23	\$11,993.88	\$5,038,705.76
Jul-23	\$19,261.21	\$5,019,502.55
Aug-23	\$431,136.98	\$4,588,365.57
Sep-23	\$283,568.63	\$4,304,796.94
Oct-23	\$284,940.68	\$4,019,856.26
Nov-23	\$329,930.66	\$3,689,925.60
Dec-23	\$417,457.86	\$3,272,467.74
Jan-24	\$443,851.15	\$2,828,616.59
Feb-24	\$228,586.95	\$2,600,029.64
Mar-24	\$309,975.99	\$2,290,053.65
Apr-24	\$297,815.22	\$1,992,238.43
May-24	\$360,609.81	\$1,631,628.62
Jun-24	\$488,179.24	\$1,143,449.38
Jul-24	\$375,704.74	\$767,744.64
Aug-24		\$767,744.64

DRAW SCHEDULE

Combined

	Draw Amount	Remaining Balance
May-23	\$318,738.16	\$15,256,261.84
Feb-23	\$160,927.50	\$15,095,334.34
Mar-23	\$134,694.76	\$14,960,639.58
Apr-23	\$163,640.62	\$14,796,998.96
May-23	\$81,000.00	\$14,715,998.96
Jun-23	\$31,744.34	\$14,684,254.62
Jul-23	\$43,436.13	\$14,640,818.49
Aug-23	\$1,166,946.52	\$13,473,871.97
Sep-23	\$753,720.47	\$12,720,151.50
Oct-23	\$744,251.45	\$11,975,900.05
Nov-23	\$900,815.17	\$11,075,084.88
Dec-23	\$1,370,787.46	\$9,704,297.42
Jan-24	\$1,251,412.30	\$8,452,885.12
Feb-24	\$705,768.46	\$7,747,116.66
Mar-24	\$903,148.86	\$6,843,967.80
Apr-24	\$1,024,867.34	\$5,819,100.46
May-24	\$1,176,647.99	\$4,642,452.47
Jun-24	\$1,360,266.39	\$3,282,186.08
Jul-24	\$1,310,853.42	\$1,971,332.66
Aug-24	\$0.00	\$1,971,332.66

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

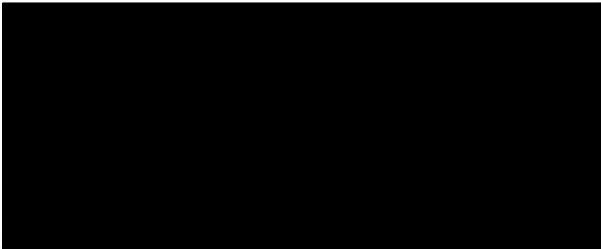
Project: Cedar Lake Firestation
Cedar Lake, Indiana

On receipt by the undersigned of a check from the Town of Cedar Lake, Indiana, in the sum of NINE HUNDRED THIRTY FIVE THOUSAND ONE HUNDRED FORTY EIGHT DOLLARS AND SIXTY EIGHT CENTS (\$935,148.68) payable to GM Development Companies LLC, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment, and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the above referenced project to the following extent.

This release covers a progress payment for all labor, services, equipment, and materials furnished to the project site or to the Town of Cedar Lake, Indiana, through 7/1/2024 only and does not cover any retention, pending modifications, and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

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

7/1/2024
Date



Greg Martz, Sole Member
Name and Title

Town of Cedar Lake

Office of Building, Zoning, and Planning

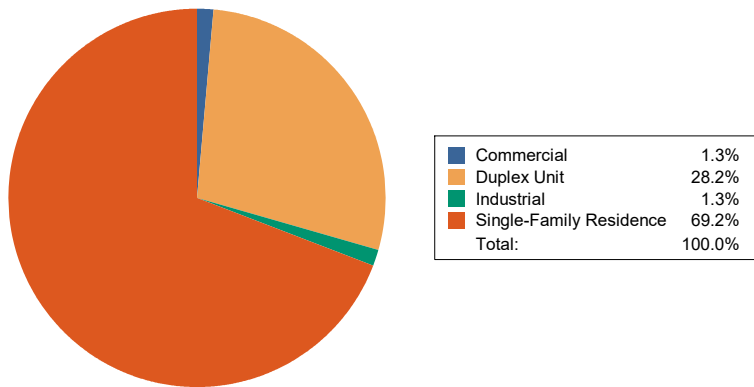
7408 Constitution Ave - PO Box 707 - Cedar Lake, IN 46303

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

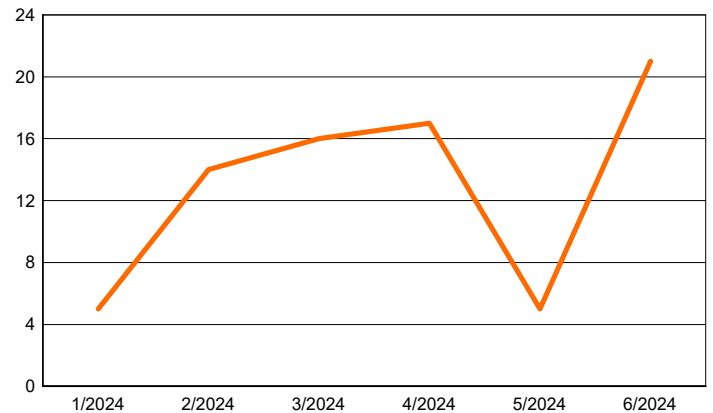


**Report of All New Construction Permits
1/1/2024 to 6/30/2024
Grouped by Month**

New Construction Type



Permits by Month



January 2024

Residential New Construction Permits: **4**

Industrial New Construction Permits: **1**

New Construction Permits: **5**

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

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

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

February 2024

Residential New Construction Permits: **14**

New Construction Permits: **14**

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

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

March 2024

Residential New Construction Permits: **15**

Commercial New Construction Permits: **1**

New Construction Permits: **16**

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

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

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

April 2024

Residential New Construction Permits: **17**

New Construction Permits: **17**

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

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

May 2024

Residential New Construction Permits: **5**

New Construction Permits: **5**

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

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

June 2024

Residential New Construction Permits: **21**

New Construction Permits: **21**

New Residential Construction Value: **\$6,084,384**

Total Value of Construction for June: **\$6,084,384**

Total New Construction Permits: **78**

Total Residential New Construction Permits: **76**

Total Commercial New Construction Permits: **1**

Total School New Construction Permits: **0**

Total Value of New Construction: **\$24,502,101**

Total Value of New Residential Construction: **\$23,122,101**

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

Total Value of New School Construction:

Town of Cedar Lake

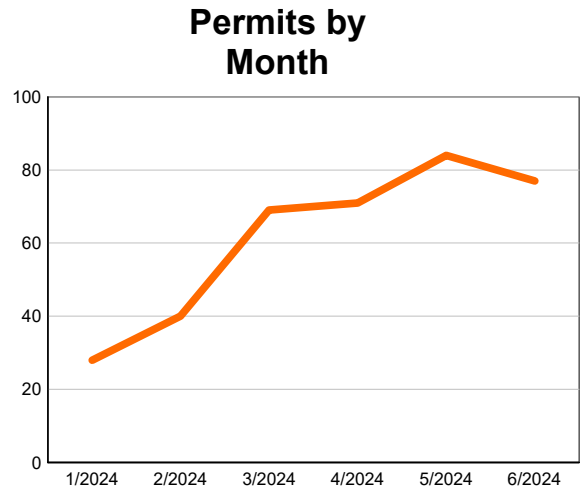
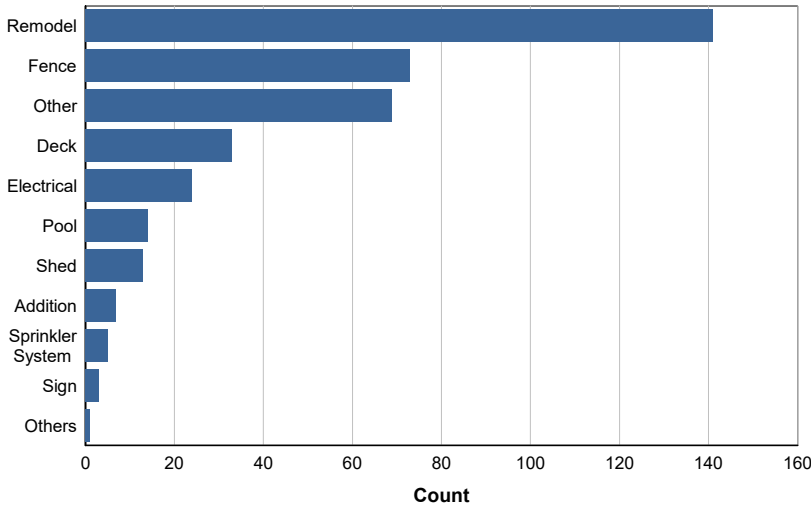
Office of Building, Zoning, and Planning

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

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



**Report of All Other Permits
1/1/2024 to 6/30/2024
Grouped by Month**



January 2024

Residential Permits: **21**
 Commercial Permits: **3**
 Church Permits: **1**
 Open Space Permits: **1**
 Municipal Permits: **1**
 Other Permits: **1**
Total of Other Permits: 28

Residential Permits Value: **\$635,009**
 Commercial Permits Value: **\$48,304**
 Church Permits Value: **\$3,000**
 Open Space Permits Value: **\$750**
 Municipal Permits Value: **\$8,876**
 Other Permits Value: **\$28,355**
Total Value of All Other Permits: \$724,293

February 2024

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

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

March 2024

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

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

April 2024

Residential Permits: **68**
Commercial Permits: **3**
Total of Other Permits: **71**

Residential Permits Value: **\$1,285,573**
Commercial Permits Value: **\$217,500**
Total Value of All Other Permits: **\$1,503,073**

May 2024

Residential Permits: **74**
Commercial Permits: **5**
Open Space Permits: **2**
School Permits: **2**
Municipal Permits: **1**
Total of Other Permits: **84**

Residential Permits Value: **\$1,224,891**
Commercial Permits Value: **\$868,187**
Open Space Permits Value: **\$2,000**
School Permits Value: **\$4,300,000**
Municipal Permits Value: **\$1,000**
Total Value of All Other Permits: **\$6,396,078**

June 2024

Residential Permits: **74**
Commercial Permits: **1**
Open Space Permits: **1**
Municipal Permits: **1**
Total of Other Permits: **77**

Residential Permits Value: **\$822,585**
Commercial Permits Value: **\$3,000**
Open Space Permits Value: **\$750**
Municipal Permits Value: **\$6,526**
Total Value of All Other Permits: **\$832,861**

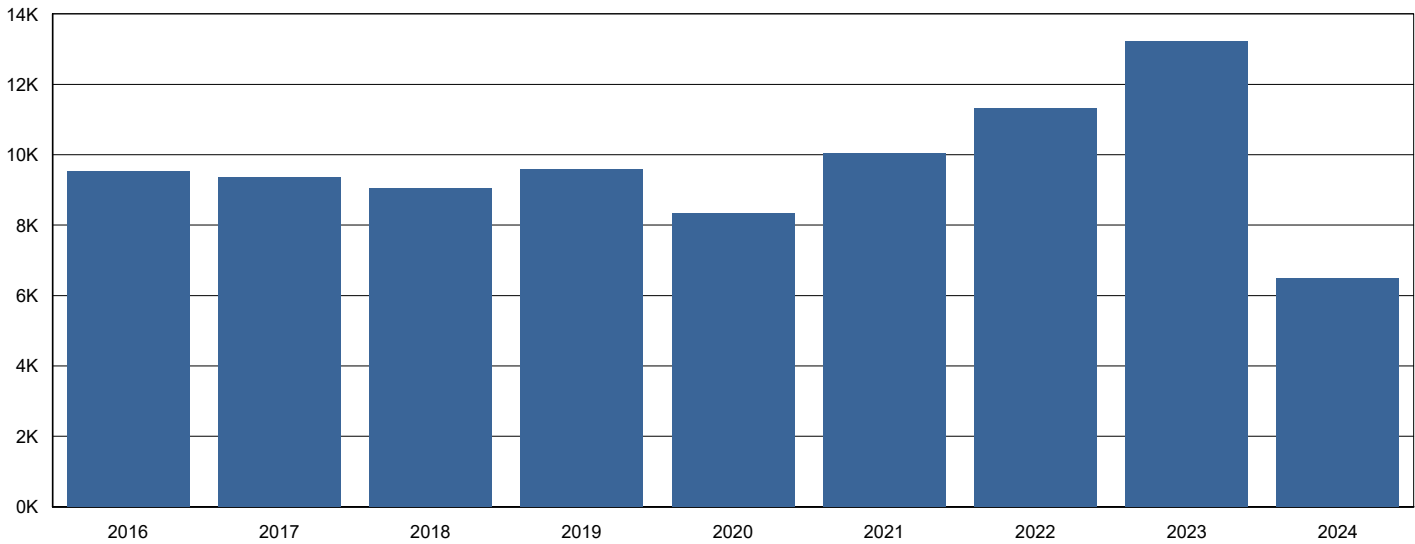
Grand Total of Other Permits: **369**

Grand Total Value of All Other Permits: **\$11,975,952**

Cedar Lake Police Department

Calls for Service Analysis

1/1/2016 to 6/30/2024



	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	616	768	600	672	765	745	859	1,248	917
Feb	608	801	582	782	733	692	685	1,145	1,072
Mar	917	797	633	825	602	956	926	1,186	1,099
Apr	745	808	652	891	350	835	844	1,209	1,050
May	859	867	837	838	723	850	1,104	1,071	1,180
Jun	924	862	846	821	763	940	946	1,255	1,169
Jul	1,001	843	933	842	806	956	1,006	1,087	
Aug	744	800	837	901	888	878	1,060	1,091	
Sep	753	807	828	826	728	782	974	945	
Oct	787	666	860	742	682	829	977	1,060	
Nov	830	703	744	743	642	743	917	970	
Dec	738	645	705	710	641	818	1,020	954	
Total	9,522	9,367	9,057	9,593	8,323	10,024	11,318	13,221	6,487

Calls Per Day: 35.64

Cedar Lake Police Department

Traffic Stop Analysis

1/1/2016 to 6/30/2024



	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	279	353	180	260	321	351	389	738	400
Feb	221	400	161	331	300	285	257	651	559
Mar	489	372	225	380	190	460	373	632	601
Apr	328	266	229	415	21	376	324	534	509
May	361	277	250	345	119	318	418	435	565
Jun	325	269	260	345	182	318	283	576	508
Jul	393	245	292	371	285	372	359	476	
Aug	258	249	236	366	303	364	421	479	
Sep	264	284	286	259	212	281	378	430	
Oct	356	191	302	285	182	348	417	471	
Nov	407	257	280	329	172	320	397	519	
Dec	311	186	269	317	203	357	474	415	
Total	3,992	3,349	2,970	4,003	2,490	4,150	4,490	6,356	3,142

Cedar Lake Police Department

Warning Analysis

1/1/2016 to 6/30/2024



	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	171	215	105	202	275	291	305	753	400
Feb	122	236	99	299	253	235	236	694	542
Mar	267	221	125	343	154	395	396	729	538
Apr	194	195	148	376	15	323	301	544	456
May	210	210	225	289	112	263	461	452	503
Jun	198	211	191	309	136	273	334	635	529
Jul	203	166	271	316	234	338	356	504	
Aug	177	173	220	313	218	270	438	499	
Sep	158	182	228	223	188	205	433	448	
Oct	228	128	322	222	154	265	419	490	
Nov	235	161	243	260	182	258	404	506	
Dec	215	115	193	272	180	251	465	437	
Total	2,378	2,213	2,370	3,424	2,101	3,367	4,548	6,691	2,968

Cedar Lake Police Department

Citation Analysis

1/1/2016 to 6/30/2024



	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	106	136	92	120	207	169	165	191	120
Feb	96	200	80	148	148	156	103	203	167
Mar	244	187	108	120	122	215	164	207	189
Apr	145	142	123	102	38	126	152	215	192
May	193	148	122	98	74	144	159	163	233
Jun	180	164	122	107	140	156	167	189	206
Jul	245	147	118	112	156	163	213	150	
Aug	137	113	83	112	193	123	232	180	
Sep	122	91	97	106	137	147	166	121	
Oct	163	85	87	113	110	147	140	148	
Nov	183	84	92	92	107	129	117	162	
Dec	123	94	93	111	85	117	149	101	
Total	1,937	1,591	1,217	1,341	1,517	1,792	1,927	2,030	1,107

Cedar Lake Police Department

Law Incident Analysis

1/1/2016 to 6/30/2024



	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	341	440	460	433	499	459	503	513	540
Feb	385	404	451	484	454	460	433	502	495
Mar	458	443	461	461	427	522	546	550	548
Apr	488	564	471	512	334	507	501	649	530
May	512	629	624	518	642	556	674	630	696
Jun	612	628	644	505	625	663	659	700	679
Jul	629	659	682	510	575	652	630	661	
Aug	505	614	656	572	633	555	637	630	
Sep	489	573	575	602	573	525	578	556	
Oct	439	511	594	476	562	499	539	605	
Nov	425	488	507	444	495	429	514	495	
Dec	441	488	455	420	460	481	546	538	
Total	5,724	6,441	6,580	5,937	6,279	6,308	6,760	7,029	3,488

Cedar Lake Police Department

Arrest Analysis

1/1/2016 to 6/30/2024



	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	25	35	21	28	40	32	31	27	33
Feb	15	17	8	37	22	29	30	29	33
Mar	20	14	20	26	10	27	31	27	28
Apr	33	21	31	31	7	13	31	30	26
May	18	33	39	26	24	30	26	23	28
Jun	39	25	28	38	25	36	28	41	18
Jul	38	21	26	25	23	26	27	27	
Aug	26	30	40	43	25	17	26	23	
Sep	19	19	34	22	31	28	20	27	
Oct	28	26	34	23	27	32	38	11	
Nov	15	24	19	20	23	20	18	20	
Dec	16	24	16	18	10	20	27	22	
Total	292	289	316	337	267	310	333	307	166

Cedar Lake Police Department

Arrest Offense Analysis

1/1/2016 to 6/30/2024



	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	28	58	26	62	71	51	51	43	51
Feb	25	26	15	71	37	59	47	50	61
Mar	23	25	35	52	18	42	69	48	38
Apr	53	40	45	45	16	21	54	48	38
May	26	52	63	37	31	51	45	34	41
Jun	63	35	43	61	41	68	45	63	31
Jul	60	34	35	42	42	46	58	37	
Aug	33	50	49	70	44	29	49	48	
Sep	26	35	46	38	55	61	34	36	
Oct	42	40	55	33	61	63	63	13	
Nov	29	33	31	35	40	34	39	46	
Dec	28	35	19	32	21	30	59	32	
Total	436	463	462	578	477	555	613	498	260

Cedar Lake Police Department

Town Ordinance Warnings

1/1/2024 to 6/30/24

Grouped by Offense

	Jan	Feb	Mar	Apr	May	Jun	Total
<i>Aband Vehicle on Roadway</i>	0	0	5	0	0	0	5
<i>Abandoned Vehicle</i>	13	30	16	12	1	7	79
<i>ANIMALS - RUNNING AT</i>	0	0	0	0	1	0	1
<i>DOGS - LICENSE AND</i>	0	0	1	0	0	1	2
<i>DOGS - RABIES PROTECTION</i>	0	0	0	0	0	1	1
<i>DOGS - RUNNING AT LARGE</i>	1	0	1	0	1	1	4
<i>FIREWORKS - USE AND DISCHARGE,</i>	0	0	0	0	1	2	3
<i>GOLF CARTS - COMPLIANCE</i>	0	0	0	0	0	1	1
<i>GOLF CARTS - PLACES OF</i>	0	0	0	0	0	4	4
<i>House Numbers</i>	0	1	0	1	1	0	3
<i>LITTERING - SWEEPING LITTER</i>	0	0	0	0	1	0	1
<i>Non-Use Refuse Container</i>	0	1	0	0	0	0	1
<i>NUISANCES - ACCUMULATION</i>	0	6	2	2	2	5	17
<i>NUISANCES - DWELLINGS UNFIT</i>	0	1	1	0	0	0	2
<i>NUISANCES - NOXIOUS ODORS</i>	0	0	0	1	0	0	1
<i>NUISANCES - OPEN BURNING</i>	0	0	0	1	0	2	3

	Jan	Feb	Mar	Apr	May	Jun	Total
<i>NUISANCES - WEEDS, RANK</i>	0	0	0	0	40	16	56
<i>OBSTRUCTION OF DRIVERS VIEW</i>	0	0	0	0	0	1	1
<i>OBSTRUCTIONS TO VISIBILITY AT</i>	0	0	1	0	0	0	1
<i>OFF-ROAD VEHICLES -</i>	0	0	0	3	0	0	3
<i>OFF-ROAD VEHICLES -</i>	0	0	0	0	0	1	1
<i>OPERATION OF VEHICLE AT STOP</i>	0	1	0	0	0	0	1
<i>Parking - Blocking Traffic</i>	2	0	1	0	0	0	3
<i>PARKING - LIMITATIONS OF</i>	0	0	0	0	1	0	1
<i>PARKING - SIGNS, POSTINGS,</i>	0	0	0	0	0	2	2
<i>Parking - Signs/Postings</i>	0	1	0	0	0	0	1
<i>Parking - Traveled Portion RDWY</i>	0	1	0	1	0	0	2
<i>PUBLIC ORDER - MINOR CURFEW</i>	0	0	0	0	0	2	2
<i>Scattering of Refuse</i>	0	1	0	0	0	0	1
<i>TRUCK ROUTE</i>	0	1	0	0	0	0	1
<i>Unauthorized Accumulation</i>	2	2	2	0	1	2	9
<i>WEIGHT LIMITS; PARKING OF</i>	0	0	0	0	0	1	1
Total	18	46	30	21	50	49	214

Cedar Lake Police Department

Town Ordinance Citations

1/1/2024 to 6/30/2024

Grouped by Offense

	Jan	Feb	Mar	Apr	May	Jun	Total
<i>Abandoned Vehicle</i>	28	33	31	31	10	15	148
<i>DOGS - LICENSE AND</i>	0	1	0	0	0	0	1
<i>DOGS - RABIES PROTECTION</i>	0	1	0	0	0	0	1
<i>FIREWORKS - USE AND DISCHARGE,</i>	0	0	0	0	0	1	1
<i>GOLF CARTS - PLACES OF</i>	0	0	0	0	0	1	1
<i>House Numbers</i>	0	0	0	0	2	3	5
<i>Non-Use Refuse Container</i>	0	1	0	2	0	0	3
<i>NUISANCES - ACCUMULATION</i>	2	10	11	10	10	6	49
<i>NUISANCES - ACCUMULATION</i>	0	0	0	0	1	0	1
<i>NUISANCES - DWELLINGS UNFIT</i>	0	0	1	0	0	2	3
<i>NUISANCES - NOISE</i>	0	0	1	0	0	0	1
<i>NUISANCES - OPEN BURNING</i>	0	0	0	1	0	0	1
<i>NUISANCES - PROHIBITED</i>	0	0	1	0	0	0	1
<i>NUISANCES - WEEDS, RANK</i>	0	0	0	1	50	46	97
<i>OBSTRUCTION OF DRIVERS VIEW</i>	0	0	0	2	0	2	4
<i>OBSTRUCTIONS TO VISIBILITY AT</i>	0	0	0	0	1	0	1

	Jan	Feb	Mar	Apr	May	Jun	Total
<i>OFF-ROAD VEHICLES -</i>	0	0	2	0	0	1	3
<i>PARKING - LIMITATIONS OF</i>	0	0	0	0	1	1	2
<i>PARKING - MANNER OF</i>	0	0	0	0	0	1	1
<i>PARKING - SIGNS, POSTINGS,</i>	0	0	2	0	1	4	7
<i>Parking - Signs/Postings</i>	0	0	0	0	1	0	1
<i>PUBLIC ORDER - MINOR CURFEW</i>	0	0	0	0	1	0	1
<i>PUBLIC ORDER - MINOR CURFEW -</i>	0	0	0	0	1	0	1
<i>Scattering of Refuse</i>	1	4	4	2	0	0	11
<i>SPEED LIMITS - 11-20 MPH OVER</i>	0	2	0	0	0	0	2
<i>SPEED LIMITS - 21-30 MPH OVER</i>	0	2	0	0	0	1	3
<i>Unauthorized Accumulation</i>	0	0	1	5	1	5	12
<i>WEAPONS - USE AND DISCHARGE</i>	0	0	1	0	0	0	1
Total	31	54	55	54	80	89	363



July 9, 2024

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

Attention: [REDACTED]

Re: Town Engineer Report for July 16, 2024 Town Council Meeting
(CBBEL Project No.: 060015.00001)

Dear Council Members:

This letter summarizes Christopher B. Burke Engineering, LLC (CBBEL) Town Engineer activities for reporting and action (as necessary) for the July 16, 2024 Town Council meeting. This report covers activities for the period of June 13, 2024 through July 9, 2024.

1) Cedar Lake Dredging and Sediment Dewatering Facility Project

Dredge America is no longer on-site and will return in August to complete final demobilization of the project. CBBEL provided Pay Application #8 to the Town on July 9th (\$277,452.56) for the 2024 dredge volume (19,712.00 CY) through May 15th.

2) MS4 Coordination

No Change from Previous Report. CBBEL held a MS4/SESC workshop on May 21st at Town Hall that covered responsibilities while operating under the IDEM Construction Stormwater General Permit. There were 21 people in attendance.

3) NIRPC/State Legislature/INDOT/IDNR Updates

No Change from Previous Report. The Town was notified on April 21, 2023 that two of the five project applications were accepted into the draft 2024-2028 TIP. The Town projects that are included in the TIP are the raising of 133rd Avenue from Robin's Nest to Colfax Avenue and the Founders Creek Multi-Use Path. The 133rd Avenue project is programmed in 2025 for construction (PROTECT funds) at \$454,504.00 federal funds and \$113,626.00 local match. The second project is the design and construction of the Founders Creek Multi-Use Path (Transportation Alternative funds). The project is programmed for design in 2026 (\$72,685.00 federal funds and \$32,000.00 local match) and for construction in 2028 (\$1,422,430.00 federal funds and \$355,608.00 local match). These values will most likely be adjusted for projected inflation.

A September Notice of Funding Availability (NOFA) will be completed by NIRPC. Potential roadway applications were presented to the Town Council President on March 14th and the Street Committee on May 20th for consideration.

4) Other Funding Opportunities

- **Crack Sealing and Striping Project, Community Crossing Grant, 2023-2:** *No Change from Previous Report.* The final pay application was provided to the Town on May 24th with the final balancing change order. The final contract is \$160,488.92, which is \$1,570.92 over the awarded budget. Close-out documentation will be completed this summer as required by the CCMG program.
- **Community Crossing Grant, 2024-2:** The second call window opened on July 1st and will close on July 31st. The Street Committee decided to move forward with an application for Phase 2 of the Shades Subdivision project. The construction estimate is being finalized for the project submission. The Town is required to complete a funding allocation letter for the project. This phase would include portions of 141st Avenue, Fairbanks Street, Windsor Avenue, Fernwood Avenue, and Hobart Street.
- **2023 CDBG Funds, Lynnsway ADA Ramps:** *No Change from Previous Report.* The final pay application was provided to the Town on May 28th with the final balancing change order. The final contract is \$72,904.29, which is \$5,441.31 under the awarded budget.
- **INDOT Safety Project Notice of Funding Availability:** CBBEL received a NOFA from INDOT on June 10th regarding \$50 million in safety funds available for local projects that can be constructed in the next two years. The application window is from September 3, 2024 to October 11, 2024.
- **USDOT, Safe Streets and Roads for All (SS4A):** This program provides funding for both planning and implementation (construction) of infrastructure and initiatives designed to prevent death and serious injury on roads and streets. Applicable planning documents must already be completed to be eligible for implementation grants. More information can be found at <https://www.transportation.gov/grants/SS4A>.

CBBEL personnel and Town staff held a public meeting on June 12th to discuss the draft Local Road Safety Plan. The public meeting was required to meet public participation requirements of the self-certification process for the plan. The report is a necessary part of requirements to be eligible for SS4A implementation funding in 2025 and future HSIP funding.

5) Town Street Committee & Roadway Items

The Town Street Committee met on May 20th to discuss on-going projects, projects that have funding allocations, and potential future project/funding. As noted above, Phase 2 of the Shades project was earmarked for 2024 CCMG Call-2 funding in July

for a 2025 construction timeframe. 141st Avenue, west of Parrish Avenue was also identified as a priority that would most likely require additional bonding capacity. CBBEL received direction to obtain a survey quote for the project corridor.

- Shades (East of Morse St and North of 141st Avenue): All storm sewer and curb has been completed within Phase 2 limits. Milestone will be completing driveways and final roadway stone over the next week plus. Pay Application #7 and Change Order #3 will be submitted to the Town on July 9th.
- 133rd Avenue Road Raise: The pavement coring report was received from AES on July 1st. CBBEL is currently reviewing the report. Information within this report will have a significant bearing on the future design of the roadway. NEPA and CE document work is on-going and will most likely be the critical path to a summer 2025 letting.
- 131st Place and Morse Street: *No Change from Previous Report.* CBBEL received the survey on October 4th and provided it to the Town for review. We are awaiting direction from the Town on how to proceed.
- Railroad At-Grade Sidewalk Crossing: *No Change from Previous Report.* CBBEL received the PE agreement from the Norfolk Southern Railroad and their engineering consultant (AECOM) on June 10th for the proposed crossing at 141st Avenue near the Hanover Central Middle School. The PE agreement was estimated at \$24,612.00 that would cover costs incurred by Norfolk Southern Railroad and AECOM during design and review of the crossing (Concept, 30%, 60%, 90%, 100% reviews). Any signal improvements (as necessary) and other construction items are the responsibility of the Town.

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

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

6) Redevelopment Commission

CBBEL is completing the following projects for the Redevelopment Commission:

- Morse Street/Constitution Avenue Watermain Extension: The public notice for the Morse Street Watermain project was issued by IDEM on July 8th. The public notice is for 30 days with a permit or denial provided within a maximum of 60 days. Additional

comments were received for the Paradise Cove well and chemical treatment upgrades. CBBEL is coordinating with Town Water Utility staff to address all remaining comments.

7) Plan Commission

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

- Bugaboo Subdivision: *No Change from Previous Report*. CBBEL provided a comment letter to the Applicant on August 11th and is awaiting a response.
- Novak Parcel (129th Ave/US-41): *No Change from Previous Report*. CBBEL has been advised by the Applicant's Engineer that this project has been restarted based on the previously submitted plan. Therefore, CBBEL has entered this back to active status and it is in the queue to be reviewed.
- Lakeside South PUD: *No Change from Previous Report*. CBBEL issued a comment letter on May 15th for the Applicant to address. CBBEL and the Applicant are coordinating the remaining watermain items with Town staff.
- Founders Creek PUD: CBBEL issued a comment letter for the Applicant to address on September 15th.
- Red Cedars PUD: CBBEL issued a comment letter for the Applicant to address on December 1st.
- Bay Bridge PUD: CBBEL issued a comment letter for the Applicant to address on September 15th.
- Newenhouse 1-Lot Subdivision: CBBEL received a re-submittal from the Applicant on June 28th and is currently reviewing.
- Bankshots Preliminary Plat and Site Plan: CBBEL issued a comment letter for the Applicant to address on June 18th.
- Oak Brook Final Plat, Phase 2: CBBEL has completed a quantity takeoff for the subdivision and will provide finalized values prior to the meeting.
- Hanover Central High School Turf Fields: CBBEL received a submittal on June 26th and is currently reviewing.
- Subdivision Ordinance/Development Standards Manual Update: CBBEL has begun updates to the DSM and is currently on-going.

8) Stormwater Management Board

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

7513 W. 136th Lane, Woodland Shores: The Board was notified that the parcel owner who brought the concern to the board's attention had recently sold the property. The Storm Board determined to table further effort on the easement acquisition until the new owner(s) appear at a Storm Board meeting. The item will still remain on the update items list. **An additional easement is required for the eastern property adjoiner. This easement documentation will be completed soon for review.**

Woods of Cedar Creek: Town staff has reviewed documentation on acquired easements prior to the Phase 1 project being completed. Three residents did not provide access before the Phase 1 project. Two of those parcels are under new ownership and staff will reach out to determine if a Phase 2 project is possible. **It is our understanding that all easements have been signed and that acceptance is anticipated at the July 16th council meeting.**

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

7320 W. 140th Place, Straight's CN Subdivision: CBBEL presented a concept plan to the Board at the March meeting. Based on conversations at the meeting with the homeowner, the scope of the project will be revised to re-shaping an existing ditchline, stabilization, tree clearing, and culvert replacements. **An additional easement is required for this project to occur. Coordination with the Town Attorney is required as this parcel owner is deceased. Information was forwarded to the Town Attorney on July 8th.**

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

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

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

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

9) Building Department

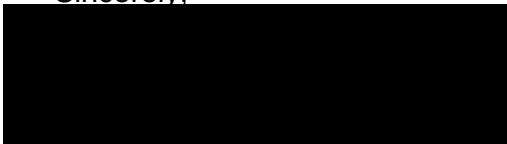
CBBEL has been completing site plan and as-builts for individual lots. CBBEL has also

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

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

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

Sincerely,



ESC, CPMSM

Senior Civil Engineer

L060015 Council Report 070924.docx

CC: Planning Director
Director of Operations
Building Administrator
Town Attorney

Attachments: Project Status Report
All Projects Schedule

Town of Cedar Lake – Project Status Report

Christopher B. Burke Engineering, LLC

updated 07/09/24

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
060015.00001	Town Council	n/a	Town Council Report for 07/16/24 meeting	Completed	07/09/24
060015.00002	Plan Commission	n/a	Plan Reviews & LOC Inspections	Plan Commission Meetings and Review of Plan Applications. See letter for details.	ongoing
060015.00003	Stormwater Management Board	n/a	Review and reporting concerning agenda action items	Reviewing items as requested and reporting status to Storm Board. See letter for details.	ongoing, as requested
060015.00006	Stormwater Cost of Services Study	n/a	ERU calculation review	Ongoing review of ERU calculations for parcels requested by Town.	ongoing, as requested
220178	Cedar Lake Dredging Project	\$71,620 (annual)	Construction Observation	Dredge America is no longer on-site and will return in August to complete final demobilization of the project. CBBEL provided Pay Application #8 to the Town on July 9 th (\$277,452.56) for the 2024 dredge volume (19,712.00 CYS) through May 15 th . – 07/09/24 Council Report for details.	ongoing
230324	Morse/Constitution Watermain Project	\$210,100 (combined)	Construction Observation	The public notice for the Morse Street Watermain project was issued by IDEM on July 8 th . The public notice is for 30 days with a permit or denial provided within a maximum of 60 days. Additional comments were received for the Paradise Cove well and chemical treatment upgrades. CBBEL is coordinating with Town Water Utility staff to address all remaining comments. – 07/09/24 Council Report for details.	ongoing
230324	Shades Subdivision Project	\$210,100 (combined)	Construction Observation	All storm sewer and curb has been completed within Phase 2 limits. Milestone will be completing driveways and final roadway stone over the next week plus. Pay Application #7 and Change Order #3 will be submitted to the Town on July 9 th . – see 07/09/24 Council Report for details.	ongoing
090043	MS4 Coordination	\$19,400 (annual)	MS4 Coordination Services & Development	<i>No Change from Previous Report.</i> CBBEL held a MS4/SESC workshop on May 21 st at Town Hall that covered responsibilities while operating under the IDEM Construction Stormwater General Permit. There were 21 people in attendance. – see 07/09/24 Council Report for details.	ongoing

Cedar Lake All Projects' Schedules

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