Aug	ust	6,	20	24
		- /		

ALL TOWN FUNDS

\$524,832.67

\$242,601.85

WASTEWATER OPERATING

WATER UTILITY

STORM WATER

\$19,168.61

\$42,535.42

PAYROLL 7/18/24 & 8/1/24

\$696,277.50

έγ,

Town of Cedar Lake

Office of the Town Manager 7408 Constitution Ave – PO Box 707 – Cedar Lake, IN 46303 Tel (219) 374-7400 – Fax (219) 374-8588



TAG DAY REQUEST - APPLICATION FORM

Name of Organization: 19 NJCHTS OF COLUMBUS - 3840
Address: 13039 WICKER AVG CEPARLAKE, IN 46303
Phone:
Contact Person:
Name
Date of Tag Day Request (do not request a rain date):
1 st Choice: $\frac{9}{7}/\frac{24}{24}$ 2 nd Choice: $\frac{10}{5}/\frac{24}{24}$
Explain Nature of Tag Day: OUR ANDOM TOOTSIN ROLL DRIVE
FOR THE HANDJCAPPED
List Locations of Tag Day: MORSG ST AND WI3310 AVE PARAISH AVO AND WI3310 AVG VS41 AND WI3310 AVG WI45 THAVE AND MORSE ST.
On a separate sheet of paper, list the individuals participating in the activity on behalf of the organization. All solicitation activities permitted are to start no earlier than 8:00 am and finish in four (4) consecutive hours. All solicitation activities will be completed by 1:00 pm on the approved day, regardless of the time of commencement.
PROOF OF INSURANCE MUST BE SUBMITTED WITH THIS REQUEST.
L BE RETURNED.
7/16/24/ Date
FOR OFFICE USE ONLY
Date Received: <u>7/16/24</u> Approximate Time: <u>3.00pm</u> Received by (Name/Title): BITSTED Smith

Date Approved by Town Council: ______ Date Contact Person Notified of Approval: _____

Notified via (circle one): Email – Phone – Letter

ACORD [®] CERTIFICATE OF LIABILITY INSURANCE						E (MM/DD/YYYY) 17/16/2024				
E F	HIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	SUR/	Y OF ANCE HE C	R NEGATIVELY AMEND, DOES NOT CONSTITU ERTIFICATE HOLDER.	, EXTE TE A (ND OR ALT	ER THE CO BETWEEN	VERAGE AFFORDED THE ISSUING INSUREF	TE HC BY TH R(S), A	DLDER. THIS IE POLICIES JUTHORIZED
1 1	MPORTANT: If the certificate holder SUBROGATION IS WAIVED, subjec his certificate does not confer rights	t to t	he te	rms and conditions of the	he poli	cy, certain p	ve ADDITIO	NAL INSURED provision require an endorsemer	nsork nt.As	e endorsed. tatement on
	KOZLOWSKI & ASSOCIATES 8348 KENNEDY AVE PO BOX 9037				CONTA NAME: PHONE (A/C, N E-MAIL ADDRE					-
	HIGHLAND, IN 46322-9037						y-Owners Ins	surance Company		
INSURED Knights Of Columbus Marian Council #3840 Marian Home Association Inc 13039 Wicker Ave.			INSURER B :							
Cedar Lake, IN 46303				INSURER D : INSURER E : INSURER F :						
				E NUMBER:				REVISION NUMBER:		
IN C E	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	PER PER POLI	REME TAIN, ICIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPE	CT TO	WHICH THIS
INSR		INSC	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	rs	
A	CLAIMS-MADE CCCUR			09053368		09/18/2023	09/18/2024	EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000
	CLAIMS-MADE CCCUR							PREMISES (Ea occurrence) MED EXP (Any one person)	\$ \$	50,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	1,000,000
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ \$	1,000,000
-	OTHER: AUTOMOBILE LIABILITY	-				· · · · · · · · · · · · · · · · · · ·		COMBINED SINGLE LIMIT	\$	
	ANY AUTO							(Ea accident) BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED						2	BODILY INJURY (Per accident)		
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
								21X	\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
-	DED RETENTION \$	-	-					PEROTH-	\$	
	AND EMPLOYERS' LIABILITY Y / N							STATUTE ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$	
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	-	
	DEGORI HONOL OF ERATIONS DOW							E.L. DISEASE - POLICY LIMIT	3	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (/	ACORD	101, Additional Remarks Schedul	le, may be	attached if more	e space is require	ed)		
		_			CANC					
UE	RTIFICATE HOLDER	_			LANC	ELLATION				
Town of Cedar Lake 7408 Constitution Ave Cedar Lake, IN 46303			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							

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 herby 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
Lougifor N. Conductor LANC CMC CDEIM	

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

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1491

AN ORDINANCE AMENDING TOWN ORDINANCE NO. 1380, BEING: "AN ORDINANCE AMENDING TOWN ORDINANCE NO. 1195, BEING: "AN ORDINANCE ESTABLISHING A FACILITY FEE SCHEDULE FOR THE USE OF PARK AND RECREATION FACILITIES AND STRUCTURES LOCATED ON TOWN PROPERTY, REPEALING ALL ORDINANCES AND TOWN CODE PROVISIONS, OR PORTIONS THEREOF, IN CONFLICT HEREWITH, AND ALL MATTERS RELATED THERETO", REPEALING ALL TOWN CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT HEREWITH, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter the "Town Council"), did, on the 20TH day of April, 2021, pass and adopt Town Ordinance No. 1380, amending the activities fee schedule for the then-Town Department of Parks and Recreation; and

WHEREAS, the Department of Parks and Recreation (hereinafter, the "Town Park Board") has recommended, by adoption of Town Park Board Resolution No. #2024-02 PB that an amendment is advisable to be made to said Town Ordinance No. 1380 for the facility fee schedule therein to be modified and updated for rental of the current Town Park and Recreation facilities; and

WHEREAS, the Town Council, having reviewed the current recommendations for amendment to said facility fees, now concurs that it is necessary, advisable, and in the best interests of the residents of the Town, to amend Town Ordinance No. 1380 pertaining to the facility fee schedule for the Town Park and Recreation facilities, as recommended.

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

SECTION ONE: That the Facility Permit Application attached hereto, incorporated herein and marked as Exhibit "A", as favorably recommended by the Department of Parks and Recreation, as the amended Park and Recreation Facility Permit Application for the Town, be, and the same is hereby approved and adopted as the current Town Park and Recreation facility fee schedule for the Town.

SECTION TWO: That all remaining terms and provisions of Town Ordinance No. 1380, and any amendments thereto not inconsistent herewith, are hereby ratified and reaffirmed, and are hereby declared to remain in full force and effect.

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

SECTION FOUR: That all existing Ordinances, and Town Code provisions, or parts thereof, in conflict with the provisions of this Amendatory Park and Recreation Fee Schedule Ordinance, are hereby deemed null, void, and of no legal effect, and are specifically repealed.

SECTION FIVE: That this Amendatory Enabling Ordinance shall take effect, and be in full force and effect, from and after its passage and adoption by the Town Council, and publication in conformance with applicable law. Further, the Town Clerk-Treasurer and Town Manager are directed to post in appropriate places and locations the approved and adopted amended current Facility Fee schedule established hereby.

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

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

Nick Recupito, President

Greg Parker, Vice-President

Robert H. Carnahan, Member

Julie A. Rivera, Member

Chuck Becker, Member

Mary Joan Dickson, Member

Richard C. Thiel Jr., Member

ATTEST:

JENNIFER N. SANDBERG, IAMC, CMC, CPFIM

F:\DATA\Cedar Lake\0440\Ordinance\070124 Amendatory Ordinance .docx

Clerk-Treasurer

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TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA DEPARTMENT OF PARKS AND RECREATION

RESOLUTION NO. _____

A RESOLUTION OF THE DEPARTMENT OF PARKS AND RECREATION OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, ADOPTING A REVISED FACILITY PERMIT APPLICATION AND REVISING FACILITY RENTAL FEES WITHIN THE MUNICIPAL CORPORATE LIMITS OF THE TOWN OF CEDAR LAKE, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Department of Parks and Recreation (hereinafter, the "Parks Department"), of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town"), a Department of Town Government, under the jurisdictional authority of the Town Board of Parks and Recreation (hereinafter, the Town Park Board); and

WHEREAS, the Town Park Board, among other responsibilities and tasks, has been assigned to manage and supervise the rental of parks and facilities that belong to the Town of Cedar Lake which rentals occur with Town Residents, Non-Profit Organizations, and Non-Residents of the Town; and

WHEREAS, the Town Park Board has determined it appropriate to adopt a "Facility Permit Application" to be used by those individuals and organizations who seek to rent a park or facility that belongs to the Town Parks Department; and

WHEREAS, the Town Park Board has determined it appropriate to revise Facility Rental Fees and Security Deposits associated with rental of Town parks and facilities; and

WHEREAS, the Town Parks Department has been informed and advised that implementation of a "Facility Permit Application", with revised Facility Rental Fees and Security Deposits, is the best and most appropriate method to manage and supervise the rental of parks and facilities that are under the jurisdictional authority of the Town Parks Department.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN PARK BOARD, ON BEHALF OF THE DEPARTMENT OF PARKS AND RECREATION OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AS FOLLOWS:

SECTION ONE: That the Town Park Board of the Town of Cedar Lake, Lake County, Indiana, hereby recommends the Town Council of the Town of Cedar Lake, Lake County, Indiana, approve the attached "Facility Permit Application" (attached hereto as Exhibit "A"), to be utilized by any individual or entity that seeks to rent a park or facility that belongs to the Town.

SECTION TWO: That the Town Park Board hereby recommends that the Town Council of the Town of Cedar Lake, Lake County, Indiana, adopt an Amendatory Enabling

Ordinance to authorize the Facility Rental Fees and Security Deposits that are to be collected by the Parks Department for rental of Town parks and facilities.

SECTION THREE: That this Resolution shall take effect, and be in full force and effect, from and after its passage and approval by the Town Park Board of the Town of Cedar Lake, Lake County, Indiana, as set forth in Exhibit "A" attached hereto, in conformance with applicable law.

ALL OF WHICH IS PASSED AND RESOLVED THIS 18^{++} Day of July, 2024, BY THE TOWN BOARD OF PARKS AND RECREATION OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, BOARD OF PARKS AND RECREATION

ATTECT

	Town of Cedar Lake Department of Parks and
Pada	Recreation Facility Permit Application
Lake -sxplore everyday-	Please note that there are normally 6 picnic tables available at most shelters. If additional seating is needed, this must be supplied by the applicant.
	Organization/Group
Mailing Address	
Phone	E-Mail Address:
Date Desired	Time Needed Number Persons
submitted for the en - All Rental Fees and - All Applications ar - The Cedar Lake H	endar year. On January 1 of the calendar year, applications for facility rental may be tire calendar year. I Security Fees are due IN FULL upon submission of Application. e subject to Town Special Event Permit Requirements. Police Department must issue final approval no less than Ninety (90) days prior to any use at which alcohol will be served.
Lion's Den w/ l Cardinal's Roo Non-Profit Dise CLUBHOUSE REN	Gazebo \$175.00 + tax
Clubhouse Alco	Deposit, pris rentar rec
Add'I Security	
I understand that failu of Cedar Lake, or fail the security deposit w Refunds of the renta refunded on a pro-rat days, 25% refund; 30	The required by the regulations adopted by the Department of Parks and Recreation of the Town ure to leave the facility in a clean and reasonable order, may result in forfeiture of all or part of there required (based on the cost to cure) and the privilege of using the facilities in the future 1 rate for a canceled event require the submission of a Refund Request form and will be ed basis as follows: 90 days or greater, full refund; 61 days to 89 days, 50% refund; 31 to 60 days or less, no refund. (Events scheduled with less than 90 days' notice are subject to the ule, i.e. no refund will be issued for an event scheduled in 30 or less days and cancelled at any Applicant's Signature:
I understand that failu of Cedar Lake, or fail the security deposit w Refunds of the renta refunded on a pro-rat days, 25% refund; 30 Refund request sched	The to abide by the regulations adopted by the Department of Parks and Recreation of the Town ure to leave the facility in a clean and reasonable order, may result in forfeiture of all or part of there required (based on the cost to cure) and the privilege of using the facilities in the future 1 rate for a canceled event require the submission of a Refund Request form and will be ed basis as follows: 90 days or greater, full refund; 61 days to 89 days, 50% refund; 31 to 60 0 days or less, no refund. (Events scheduled with less than 90 days' notice are subject to the ule, i.e. no refund will be issued for an event scheduled in 30 or less days and cancelled at any Applicant's Signature:
I understand that failu of Cedar Lake, or fail the security deposit w Refunds of the renta refunded on a pro-rat days, 25% refund; 30 Refund request sched time.)	The to abide by the regulations adopted by the Department of Parks and Recreation of the Town ure to leave the facility in a clean and reasonable order, may result in forfeiture of all or part or there required (based on the cost to cure) and the privilege of using the facilities in the future 1 rate for a canceled event require the submission of a Refund Request form and will be ed basis as follows: 90 days or greater, full refund; 61 days to 89 days, 50% refund; 31 to 60 0 days or less, no refund. (Events scheduled with less than 90 days' notice are subject to the ule, i.e. no refund will be issued for an event scheduled in 30 or less days and cancelled at any Applicant's Signature:
I understand that failu of Cedar Lake, or fail the security deposit w Refunds of the renta refunded on a pro-rat days, 25% refund; 30 Refund request sched time.)	The to abide by the regulations adopted by the Department of Parks and Recreation of the Town ure to leave the facility in a clean and reasonable order, may result in forfeiture of all or part of there required (based on the cost to cure) and the privilege of using the facilities in the future 1 rate for a canceled event require the submission of a Refund Request form and will be ed basis as follows: 90 days or greater, full refund; 61 days to 89 days, 50% refund; 31 to 60 0 days or less, no refund. (Events scheduled with less than 90 days' notice are subject to the ule, i.e. no refund will be issued for an event scheduled in 30 or less days and cancelled at any Applicant's Signature:

____.

This Facility Permit Application Form is approved by the Cedar Lake Park Board

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ADDITIONAL REQUIREMENTS APPLICABLE TO APPLICANTS FOR A CLUBHOUSE ALCOHOL PERMIT (All items to be completed and submitted to Cedar Lake Police Department at least 90 days before event):

1. Applicant is responsible to obtain the proper Liquor/Alcohol Permit from the Indiana Alcohol and Tobacco Commission.

2. Applicant is responsible for securing and having present during their event a bartender who is properly licensed to serve alcoholic beverages.

3. Applicant is responsible for obtaining a security officer through the Cedar Lake Police Department to be present during the permitted event.

Applicant understands that if they intend to serve alcoholic beverages at an event at the Clubhouse, it is their responsibility to comply with the above requirements as a prerequisite to serving or consuming alcoholic beverages at the permitted event. Failure to do so will result in forfeiture of Security Deposit.

Applicant's Signature:

STATE OF INDIANA)	
)	SS:
COUNTY OF LAKE)	

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Release, Waiver and Indemnification Agreement

FOR AND IN CONSIDERATION of being permitted to utilize the requested facility located on the Cedar Lake Town Grounds, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Undersigned and all Personal Representatives, Heirs, Successors and Assigns, hereby INDEMNIFY, RELEASE, AND FOREVER DISCHARGE THE TOWN OF CEDAR LAKE, DEPARTMENT OF PARKS AND RECREATION OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, its Agents, Employees, Representatives, Elected Officials and Appointed Officials, Attorneys, Successors and Assigns, hereinafter called "TOWN" from any and all claims, demands, damages, actions, causes of action, or suits of whatever nature or kind, whether known or unknown, present and future, which arises, or may arise out of utilization of the requested facility located on the Cedar Lake Town Grounds, The Undersigned, for the same consideration, the receipt and sufficiency of which is also hereby acknowledged, hereby additionally waive any and all claims, demands, damages, actions, causes of action, or suits of whatever nature or kind, whether known or unknown, present or future, which arise, or may arise, out of utilization of the requested facility on the Cedar Lake Town Grounds.

The undersigned execute and deliver this RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT, with full understanding of its terms, and agrees to be bound and obliged by the same.

IN WITNESS WHEREOF, the Undersigned have executed this Release, Waiver and Indemnification Agreement on the _____ day of _____, 20____.

Applicant's Signature

Applicant's Printed Name

This Facility Permit Application Form is approved by the Cedar Lake Park Board

ADDITIONAL REQUIREMENTS APPLICABLE TO APPLICANTS FOR A CLUBHOUSE ALCOHOL PERMIT (All items to be completed and submitted to Cedar Lake Police Department at least 90 days before event):

1. Applicant is responsible to obtain the proper Liquor/Alcohol Permit from the Indiana Alcohol and Tobacco Commission.

2. Applicant is responsible for securing and having present during their event a bartender who is properly licensed to serve alcoholic beverages.

3. Applicant is responsible for obtaining a security officer through the Cedar Lake Police Department to be present during the permitted event.

Applicant understands that if they intend to serve alcoholic beverages at an event at the Clubhouse, it is their responsibility to comply with the above requirements as a prerequisite to serving or consuming alcoholic beverages at the permitted event. Failure to do so will result in forfeiture of Security Deposit.

Applicant's Signature:

STATE OF INDIANA)) SS: COUNTY OF LAKE)

Release, Waiver and Indemnification Agreement

FOR AND IN CONSIDERATION of being permitted to utilize the requested facility located on the Cedar Lake Town Grounds, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Undersigned and all Personal Representatives, Heirs, Successors and Assigns, hereby INDEMNIFY, RELEASE, AND FOREVER DISCHARGE THE TOWN OF CEDAR LAKE, DEPARTMENT OF PARKS AND RECREATION OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, its Agents, Employees, Representatives, Elected Officials and Appointed Officials, Attorneys, Successors and Assigns, hereinafter called "TOWN" from any and all claims, demands, damages, actions, causes of action, or suits of whatever nature or kind, whether known or unknown, present and future, which arises, or may arise out of utilization of the requested facility located on the Cedar Lake Town Grounds, The Undersigned, for the same consideration, the receipt and sufficiency of which is also hereby acknowledged, hereby additionally waive any and all claims, demands, damages, actions, causes of action, or suits of whatever nature or kind, whether known or unknown, present or future, which arise, or may arise, out of utilization of the requested facility on the Cedar Lake Town Grounds.

The undersigned execute and deliver this RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT, with full understanding of its terms, and agrees to be bound and obliged by the same.

IN WITNESS WHEREOF, the Undersigned have executed this Release, Waiver and Indemnification Agreement on the ______ day of ______, 20____.

Applicant's Signature

Applicant's Printed Name

This Facility Permit Application Form is approved by the Cedar Lake Park Board



Clubhouse Rental Information

9800 W. 129th Ave., Cedar Lake, IN 46303

Rental Date	Name	Code	Receipt #	
Access:				

- Access code will be available for rental from 9:00 am 10:00 pm.
- Please use the 4-digit code followed by the # to enter the building.
- The code panel is located to the right of the front door.

Lights:

- Turn on the wall switches by the electrical box and the one by the front door for hallway lights.
- The thermostat is located on the outside of the middle room is a smart thermostat, if the comfort level is not your comfort level, please adjust accordingly by touching the temperature circle and adjusting it up or down after it expands in size.

Decorating:

- Decorations may be put on the walls only using painter's tape. The use of duct tape, staple guns, or tacks are strictly prohibited. Decorations are allowed on tables; if using tape to adhere table covers, you must remove the tape as well as the table cover.
- Glitter and/or sequins and decorations that include glitter or sequins are strictly prohibited.

Cleaning:

- Tables and chairs must be cleaned and returned to the storage carts with 4 tables on each side and no more than 6 chairs per rack chairs should be evenly disbursed on each side of the cart, and the carts must be put back into the far back room to the right.
- Place all garbage in dumpster at the far end of the parking lot and replace can liners with the extra liners provided.
- Toiletries, garbage bags, brooms and dust pans are provided for your use.
- All rooms used need to be cleaned and all items from the fridge/freezer removed before you leave.
- Wipe down all the tables and chairs.
- Sweep and spot clean any areas that may need it.

Before you leave:

• Turn off all lights and lock all doors.

To keep the rental costs down, please leave the building clean and ready for the next event. If you have any questions or concerns, please contact Cedar Lake Parks Department at (219) 374-7400, x7, Monday-Friday, 8:00 am - 4:30 pm.

If you require assistance after hours, please call 911 to contact Cedar Lake Police Department.

Please notify your guests not to mail or have gifts delivered to the Clubhouse.

Thank you and enjoy your event!

This Facility Permit Application Form is approved by the Cedar Lake Park Board

Maximum Capacity: 166

Alcohol is strictly prohibited without providing a copy of your state liquor license and documentation of a hired licensed bartender to serve liquor at your event. These documents must be sent to Cedar Lake Police Department for final approval 90 days prior to your scheduled event. Security will be required for your alcohol permitted event and must be hired through Cedar Lake Police Department by calling (219) 374-5416 at least 90 days prior to your event.

Bounce houses are *NOT* allowed in &/or on the property.

Food trucks and tents are expressly prohibited on the property.

Absolutely no standing on any tables or chairs.

Items in the Clubhouse (No coffee pot is provided; coffee pots ARE allowed.)

- 1 Dual-Temp Refrigerator-Freezer
- 1 Stove
- 2 Microwaves
- 32 6' Rectangular Folding Tables
- 1-4' Rectangular Folding Table
- 5 Wooden Picnic Tables (Outside)
- 168 Padded Folding Chairs No standing on the chairs or tables please
- 1 Step Ladder
- 1 Broom/2 Dust Pans/Push Broom
- 3 Large Garbage Cans
- Bathroom Supplies

By signing my name below, I certify that I have read the above information. Any questions concerning these rules have been discussed. My signature also certifies my understanding of an agreement with the above policies.

Name:	Date:

Staff: _____ Date: _____

Maximum Capacity: 166

Alcohol is strictly prohibited without providing a copy of your state liquor license and documentation of a hired licensed bartender to serve liquor at your event. These documents must be sent to Cedar Lake Police Department for final approval 90 days prior to your scheduled event. Security will be required for your alcohol permitted event and must be hired through Cedar Lake Police Department by calling (219) 374-5416 at least 90 days prior to your event.

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- 1 Step Ladder
- 1 Broom/2 Dust Pans/Push Broom
- 3 Large Garbage Cans
- Bathroom Supplies

By signing my name below, I certify that I have read the above information. Any questions concerning these rules have been discussed. My signature also certifies my understanding of an agreement with the above policies.

Name:	Date:	

Staff: Date:

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TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1495

AN ORDINANCE AMENDING TOWN ORDINANCE NO. 900, AMENDING THE RULES AND REGULATIONS FOR THE DEPARTMENT OF PARKS AND RECREATION OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, TO UPDATE RULES AND REGULATIONS FOR ACCESS OF DOMESTIC AND FARM ANIMALS TO PARK FACILITIES, REPEALING ALL ORDINANCES AND TOWN CODE PROVISIONS, OR PARTS THEREOF, IN CONFLICT HEREWITH, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter the "Town Council"), did, on the 6th day of July, 2004, pass and adopt Town Ordinance No. 900, amending certain rules and regulations for the Department of Parks and Recreation of the Town of Cedar Lake, Lake County, Indiana; and

WHEREAS, the Department of Parks and Recreation of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Park Board"), has recommended by adoption of its Department of Parks and Recreation Resolution No 2014 03-78 that an amendment is advisable to be made to said Town Ordinance No. 900 for rules and regulations to be revised and updated for access of domestic and farm animals to Town parks and facilities under the jurisdiction of the Town Park Board; and

WHEREAS, the Town Council, having reviewed the current recommendations for amendment to said rules and regulations for access of domestic and farm animals to Town parks and facilities under the jurisdiction of the Town Park Board, now concurs and agrees that it is advisable, necessary, appropriate, and in the best interests of the residents and property owners of the Town that rules and regulations for domestic and farm animal access to said Town parks and facilities to amend Town Ordinance No. 900, for such public safety purposes.

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

<u>SECTION ONE</u>: That <u>Ordinance 900</u> of <u>TITLE IX</u> of the Cedar Lake Town Code, entitled "DOMESTIC AND FARM ANIMALS", is hereby amended to read and provide hereafter as follows, namely:

"TITLE IX: GENERAL REGULATIONS

CHAPTER 99: PARKS AND RECREATION

99.28 DOMESTIC AND FARM ANIMALS

All domestic animals are required to be leashed at all times in the Town Parks. Leashed pets are not permitted to be present in playground areas, in or upon athletic fields, or the sandbox areas of the Parks. Unleashed dogs will only be permitted by membership at Kiwanis Dog Park. Those persons responsible for any dog shall promptly remove and properly dispose of any and all of said dog's waste.

Farms animals are not permitted in or upon Park areas unless and except if said farm animal(s) is included in a Park Board Program."

SECTION TWO: That all Ordinances, Town Code provisions, or Policies of the Town of Cedar Lake in conflict with the provisions of this amendatory Ordinance are hereby repealed, and any provisions stated in this Ordinance and any other Ordinances in conflict or inconsistent with this Ordinance, are deemed null, void, and of no legal effect, and the same are hereby repealed.

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

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

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

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

Nick Recupito, President

Greg Parker, Vice-President

Robert H. Carnahan, Member

Julie A. Rivera, Member

Chuck Becker, Member

Mary Joan Dickson, Member

Richard C. Thiel, Jr., Member

ATTEST:

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

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA DEPARTMENT OF PARKS AND RECREATION

ADVISORY RESOLUTION NO. 2024-03-PB

A RESOLUTION OF THE DEPARTMENT OF PARKS AND RECREATION OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, TO RECOMMEND AMENDMENT TO THE TOWN CODE REGARDING ACCESS OF DOMESTIC AND FARM ANIMALS TO PARK PROPERTY BELONGING TO THE TOWN OF CEDAR LAKE, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Department of Parks and Recreation (hereinafter, the "Parks Department"), of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town"), is a Department of Town Government, under the jurisdictional authority of the Town Board of Parks and Recreation (hereinafter, the "Town Park Board"); and

WHEREAS, the Town Park Board, among other responsibilities and tasks, has been assigned to manage and supervise specific parks and facilities that belong to the Town of Cedar Lake, access to same by domestic and farm animals; and

WHEREAS, the Town Park Board has determined it appropriate to recommend to the Town Council that the Town Code be updated in its regulations for domestic and farm animals use of parks and facilities under the jurisdiction of the Town Park Board; and

WHEREAS, the Town Parks Department has been informed and advised that amendment of the Town Code is the best and most appropriate method to revise and update the rules and regulations for access of domestic and farm animals to parks and facilities that are under the jurisdictional authority of the Town Parks Department; further, the recommended amendment herein presented will provide a Town Park facility with enhanced public safety regulations for the citizens and residents of Cedar Lake.

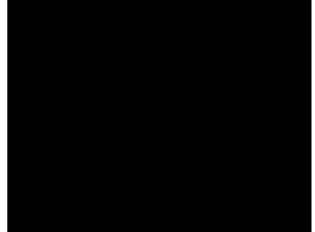
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN PARK BOARD, ON BEHALF OF THE DEPARTMENT OF PARKS AND RECREATION OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AS FOLLOWS:

SECTION ONE: That the Town Park Board of the Town of Cedar Lake, Lake County, Indiana, hereby recommends that the Town Council of the Town of Cedar Lake, Lake County, Indiana, adopt the attached proposed Ordinance (attached hereto as Exhibit "A"), to amend the Town Code to revise rules and regulations for domestic and farm animal access to Town parks and facilities under the jurisdiction of the Town Park Board.

SECTION TWO: That this Resolution shall take effect, and be in full force and effect, from and after its passage and approval by the Town Park Board of the Town of Cedar Lake, Lake County, Indiana, as set forth in Exhibit "A" attached hereto, in conformance with applicable law.

ALL OF WHICH IS PASSED AND RESOLVED THIS 18^{μ} Day of July, 2024, BY THE TOWN BOARD OF PARKS AND RECREATION OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, BOARD OF PARKS AND RECREATION



ATTEST

144

F:Data/Cedar Lake/1337/Resolution/071224 Town Park Animal Access Resolution

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1496

AN ORDINANCE AMENDING TOWN ORDINANCE NO. 900, AMENDING THE RULES AND REGULATIONS FOR THE DEPARTMENT OF PARKS AND RECREATION OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, TO PROHIBIT THE USE OF METAL DETECTORS IN THE TOWN'S PARKS, REPEALING ALL ORDINANCES AND TOWN CODE PROVISIONS, OR PARTS THEREOF, IN CONFLICT HEREWITH, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter the "Town Council"), did, on the 6th day of July, 2004, pass and adopt Town Ordinance No. 900, amending the rules and regulations for the Department of Parks and Recreation of the Town of Cedar Lake, Lake County, Indiana; and

WHEREAS, the Department of Parks and Recreation of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Park Board"), has recommended by adoption of its Department of Parks and Recreation Resolution No 2024 of Parks and amendment is advisable to be made to said Town Ordinance No. 900 to prohibit the use of metal detectors in the Town's parks; and

WHEREAS, the Town Council, having reviewed the current recommendations for amendment to said Ordinance, now concurs and agrees that it is advisable, necessary, appropriate, and in the best interests of the residents and property owners of the Town that Town Ordinance No. 900 be amended, as recommended to prohibit the use of metal detectors in the Town's parks.

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

SECTION ONE: That Ordinance 900 of TITLE IX of the Cedar Lake Town Code, entitled "METAL DETECTORS", is hereby amended to read and provide hereafter as follows, namely:

"TITLE IX: GENERAL REGULATIONS

CHAPTER 99: PARKS AND RECREATION

99.34 METAL DETECTORS

The use of metal detectors in the Town's parks is prohibited."

SECTION TWO: That all Ordinances, Town Code provisions, or Policies of the Town of Cedar Lake in conflict with the provisions of this amendatory Ordinance are hereby repealed, and any provisions stated in this Ordinance and any other Ordinances in conflict or inconsistent with this Ordinance, are deemed null, void, and of no legal effect, and the same are hereby repealed.

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

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

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

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

Nick Recupito, President

Greg Parker, Vice-President

Robert H. Carnahan, Member

Julie A. Rivera, Member

Chuck Becker, Member

Mary Joan Dickson, Member

Richard C. Thiel, Jr., Member

ATTEST:

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

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA DEPARTMENT OF PARKS AND RECREATION

ADVISORY RESOLUTION NO. 2024-04-PB

A RESOLUTION OF THE DEPARTMENT OF PARKS AND RECREATION OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, RECOMMENDING AMENDMENT TO THE TOWN CODE REGARDING USE OF METAL DETECTORS IN TOWN PARKS, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Department of Parks and Recreation (hereinafter, the "Parks Department"), of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town"), is a Department of Town Government, under the jurisdictional authority of the Town Board of Parks and Recreation (hereinafter, the "Town Park Board"); and

WHEREAS, the Town Park Board, among other responsibilities and tasks, has been assigned to manage and supervise specific parks and facilities that belong to the Town of Cedar Lake including management and supervision of maintenance of said parks and facilities of Town property under the jurisdiction of the Town Park Board; and

WHEREAS, the Town Park Board has determined it appropriate to recommend to the Town Council that the Town Code be updated in its regulations as no permit for use of a metal detector on Town Park Board property exists and use of a metal detector on said property is prohibited; and

WHEREAS, the Town Parks Department has been informed and advised that amendment of the Town Code is the best and most appropriate method to clarify that use of a metal detector in Town parks is expressly prohibited; further, the recommended amendment herein presented will provide a Town park facility with increased public safety for the citizens and residents of Cedar Lake.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN PARK BOARD, ON BEHALF OF THE DEPARTMENT OF PARKS AND RECREATION OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AS FOLLOWS:

SECTION ONE: That the Town Park Board of the Town of Cedar Lake, Lake County, Indiana, hereby recommends that the Town Council of the Town of Cedar Lake, Lake County, Indiana, adopt the attached proposed Ordinance (attached hereto as Exhibit "A"), to amend the Town Code to clarify that use of a metal detector in the Town's parks is expressly prohibited.

SECTION TWO: That this Resolution shall take effect, and be in full force and effect, from and after its passage and approval by the Town Park Board of the Town of Cedar Lake, Lake County, Indiana, as set forth in Exhibit "A" attached hereto, in conformance with applicable law.

ALL OF WHICH IS PASSED AND RESOLVED THIS ____ DAY OF JULY, 2024, BY THE TOWN BOARD OF PARKS AND RECREATION OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.



TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ATTEST:

F:Data/Cedar Lake/1337/Resolution/070924 Parks Metal Detector Resolution

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA



AN ORDINANCE AMENDING TOWN ORDINANCE NO. 900, AMENDING THE RULES AND REGULATIONS FOR THE DEPARTMENT OF PARKS AND RECREATION OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, TO UPDATE RULES AND REGULATIONS FOR USAGE OF MOTORIZED VEHICLES IN OR UPON TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, PARK FACILITIES, REPEALING ALL ORDINANCES AND TOWN CODE PROVISIONS, OR PARTS THEREOF, IN CONFLICT HEREWITH, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter the "Town Council"), did, on the 6th day of July, 2004, pass and adopt Town Ordinance No. 900, amending certain rules and regulations for the Department of Parks and Recreation of the Town of Cedar Lake, Lake County, Indiana; and

WHEREAS, the Department of Parks and Recreation of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Park Board"), has recommended by adoption of its Department of Parks and Recreation Resolution No <u>Out of</u> that an amendment is advisable to be made to said Town Ordinance No. 900 for rules and regulations to be revised and updated for usage of motorized vehicles in or upon Town parks and facilities under the jurisdiction of the Town Park Board; and

WHEREAS, the Town Council, having reviewed the current recommendations for amendment to said rules and regulations for usage of motorized vehicles in or upon Town parks and facilities under the jurisdiction of the Town Park Board, now concurs and agrees that it is advisable, necessary, appropriate, and in the best interests of the residents and property owners of the Town that rules and regulations for usage of motorized vehicles in or upon said Town parks and facilities be amended in Town Ordinance No. 900 for such public safety purposes.

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

SECTION ONE: That <u>Ordinance 900</u> of <u>TITLE IX</u> of the Cedar Lake Town Code, entitled "MINI-BIKES, MOTORCYCLES, MOPEDS, GO-CARTS, DUNE BUGGIES, RELATED VEHICLES, MOTOR-DRIVEN MODEL TOYS, SKATEBOARDS, ROLLER SKATES, BICYCLES", is hereby amended to read and provide hereafter as follows, namely:

1

"TITLE IX: GENERAL REGULATIONS

CHAPTER 99: PARKS AND RECREATION

<u>99.26 MINI-BIKES, MOTORCYCLES, MOPEDS, G0-CARTS, DUNE</u> <u>BUGGIES, RELATED VEHICLES, MOTOR-DRIVEN MODEL TOYS,</u> SKATEBOARDS, ROLLER SKATES, BICYCLES

•••

(C) Bicycles, skateboards, roller skates are permitted in Park spaces but are expressly prohibited from being placed or used upon play equipment and picnic tables."

SECTION TWO: That all Ordinances, Town Code provisions, or Policies of the Town of Cedar Lake in conflict with the provisions of this amendatory Ordinance are hereby repealed, and any provisions stated in this Ordinance and any other Ordinances in conflict or inconsistent with this Ordinance, are deemed null, void, and of no legal effect, and the same are hereby repealed.

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

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

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

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

Nick Recupito, President

Greg Parker, Vice-President

Robert H. Carnahan, Member

Julie A. Rivera, Member

Chuck Becker, Member

Mary Joan Dickson, Member

Richard C. Thiel, Jr., Member

ATTEST:

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

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA DEPARTMENT OF PARKS AND RECREATION

ADVISORY RESOLUTION NO. 2024-05-PB

A RESOLUTION OF THE DEPARTMENT OF PARKS AND RECREATION OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, RECOMMENDING AMENDMENT TO THE TOWN CODE REGARDING USAGE OF MOTORIZED VEHICLES IN OR UPON PARK PROPERTY BELONGING TO THE TOWN OF CEDAR LAKE, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Department of Parks and Recreation (hereinafter, the "Parks Department"), of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town"), is a Department of Town Government, under the jurisdictional authority of the Town Board of Parks and Recreation (hereinafter, the "Town Park Board"); and

WHEREAS, the Town Park Board, among other responsibilities and tasks, has been assigned to manage and supervise specific parks and facilities that belong to the Town of Cedar Lake, including usage of motorized vehicles in or upon Park property belonging to the Town; and

WHEREAS, the Town Park Board has determined it appropriate to recommend to the Town Council that the Town Code be updated in its regulations for usage of motorized vehicles in or upon parks and facilities under the jurisdiction of the Town Park Board; and

WHEREAS, the Town Parks Department has been informed and advised that amendment of the Town Code is the best and most appropriate method to revise and update the rules and regulations for usage of motorized vehicles in or upon parks and facilities that are under the jurisdictional authority of the Town Parks Department; further, the recommended amendment herein presented will provide a Town Park facility with enhanced public safety regulations for the citizens and residents of Cedar Lake.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN PARK BOARD, ON BEHALF OF THE DEPARTMENT OF PARKS AND RECREATION OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AS FOLLOWS:

SECTION ONE: That the Town Park Board of the Town of Cedar Lake, Lake County, Indiana, hereby recommends that the Town Council of the Town of Cedar Lake, Lake County, Indiana, adopt the attached proposed Ordinance (attached hereto as Exhibit "A"), to amend the Town Code to revise rules and regulations for usage of motorized vehicles in or upon Town parks and facilities under the jurisdiction of the Town Park Board.

SECTION TWO: That this Resolution shall take effect, and be in full force and effect, from and after its passage and approval by the Town Park Board of the Town of Cedar Lake, Lake County, Indiana, as set forth in Exhibit "A" attached hereto, in conformance with applicable law.

ALL OF WHICH IS PASSED AND RESOLVED THIS ____ DAY OF JULY, 2024, BY THE TOWN BOARD OF PARKS AND RECREATION OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, KS AND RECREATION

ATTEST:

F:Data/Cedar Lake/1337/Resolution/071224 Town Park Motorized Vehicle Resolution

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1498

AN ORDINANCE AMENDING TOWN ORDINANCE NO. 900, AMENDING THE RULES AND REGULATIONS FOR THE DEPARTMENT OF PARKS AND RECREATION OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, TO UPDATE RULES AND REGULATIONS FOR USE OF PARK FACILITIES LOCATED ADJACENT TO CEDAR LAKE, REPEALING ALL ORDINANCES AND TOWN CODE PROVISIONS, OR PARTS THEREOF, IN CONFLICT HEREWITH, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter the "Town Council"), did, on the 6th day of July, 2004, pass and adopt Town Ordinance No. 900, amending certain rules and regulations for the Department of Parks and Recreation of the Town of Cedar Lake, Lake County, Indiana; and

WHEREAS, the Department of Parks and Recreation of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Park Board"), has recommended by adoption of its Department of Parks and Recreation Resolution No 2024-00 that an amendment is advisable to be made to said Town Ordinance No. 900 for rules and regulations to be revised and updated for use of Town parks and facilities under the jurisdiction of the Town Park Board located at the Town Municipal Complex adjacent to Cedar Lake; and

WHEREAS, the Town Council, having reviewed the current recommendations for amendment to said rules and regulations for use of Town parks and facilities under the jurisdiction of the Town Park Board located at the Town Municipal Complex adjacent to Cedar Lake, now concurs and agrees that it is advisable, necessary, appropriate, and in the best interests of the residents and property owners of the Town that rules and regulations for use of said Town parks and facilities to amend Town Ordinance No. 900 for such public safety purposes.

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

SECTION ONE: That Ordinance 900 of TITLE IX of the Cedar Lake Town Code, entitled "POOL RULES", is hereby amended to read and provide hereafter as follows, namely:

"TITLE IX: GENERAL REGULATIONS

CHAPTER 99: PARKS AND RECREATION

99.31 PARK, SANDBOX, AND PIER RULES

Rules are as posted on signage in corresponding areas."

SECTION TWO: That all Ordinances, Town Code provisions, or Policies of the Town of Cedar Lake in conflict with the provisions of this amendatory Ordinance are hereby repealed, and any provisions stated in this Ordinance and any other Ordinances in conflict or inconsistent with this Ordinance, are deemed null, void, and of no legal effect, and the same are hereby repealed.

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

1

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

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

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

Nick Recupito, President

Greg Parker, Vice-President

Robert H. Carnahan, Member

Julie A. Rivera, Member

Chuck Becker, Member

Mary Joan Dickson, Member

Richard C. Thiel, Jr., Member

ATTEST:

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

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA DEPARTMENT OF PARKS AND RECREATION

ADVISORY RESOLUTION NO. 2024-06-PB

A RESOLUTION OF THE DEPARTMENT OF PARKS AND RECREATION OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, RECOMMENDING AMENDMENT TO THE TOWN CODE REGARDING USAGE OF SWIMMING AREAS LOCATED ON PROPERTY BELONGING TO THE TOWN OF CEDAR LAKE, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Department of Parks and Recreation (hereinafter, the "Parks Department"), of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town"), is a Department of Town Government, under the jurisdictional authority of the Town Board of Parks and Recreation (hereinafter, the "Town Park Board"); and

WHEREAS, the Town Park Board, among other responsibilities and tasks, has been assigned to manage and supervise specific parks and facilities that belong to the Town of Cedar Lake, including swimming areas at the Town Municipal Complex located adjacent to Cedar Lake; and

WHEREAS, the Town Park Board has determined it appropriate to recommend to the Town Council that the Town Code be updated in its regulations for use of parks and facilities under the jurisdiction of the Town Park Board located at the Town Municipal Complex adjacent to Cedar Lake; and

WHEREAS, the Town Parks Department has been informed and advised that amendment of the Town Code, with posting of signage that reflects updated rules and regulations of parks and facilities under the jurisdiction of the Town Park Board located at the Town Municipal Complex adjacent to Cedar Lake, is the best and most appropriate method to revise and update the rules and regulations of parks and facilities that are under the jurisdictional authority of the Town Parks Department; further, the recommended amendment herein presented will provide a Town Park facility with enhanced public safety regulations for the citizens and residents of Cedar Lake.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN PARK BOARD, ON BEHALF OF THE DEPARTMENT OF PARKS AND RECREATION OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AS FOLLOWS:

SECTION ONE: That the Town Park Board of the Town of Cedar Lake, Lake County, Indiana, hereby recommends that the Town Council of the Town of Cedar Lake, Lake County, Indiana, adopt the attached proposed Ordinance (attached hereto as Exhibit "A"), to amend the Town Code to revise rules and regulations for use of Town parks and facilities under the jurisdiction of the Town Park Board located at the Town Municipal Complex adjacent to Cedar Lake.

SECTION TWO: That this Resolution shall take effect, and be in full force and effect, from and after its passage and approval by the Town Park Board of the Town of Cedar Lake, Lake County, Indiana, as set forth in Exhibit "A" attached hereto, in conformance with applicable law.

ALL OF WHICH IS PASSED AND RESOLVED THIS ____ DAY OF JULY, 2024, BY THE TOWN BOARD OF PARKS AND RECREATION OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.



TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA,

ATTEST:

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F:Data/Cedar Lake/1337/Resolution/070924 Town Beach Rules Resolution

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July 25, 2024

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

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

RE: Approval of Hire -

Dear Cedar Lake Town Council:

At the Wednesday, July 24, 2024 Cedar Lake Board of Safety Public Meeting, the Board approved the resignation of the resignation of the department now has one patrolman opening for nire.

The Cedar Lake Board of Safety made motion and voted to send Favorable Recommendation to the Cedar Lake Town Council to approve allowing the Cedar Lake Police Department to proceed with the hiring process of the next candidate on the eligibility list, Randall Lukasik through PERF.

Please consider this at the August 6, 2024 Town Council meeting for approval. If you have any questions, please let me know.



Cedar Lake Board of Safety Chairman

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA METROPOLITAN POLICE DEPARTMENT

AGREEMENT FOR CONDITIONAL OFFER OF EMPLOYMENT AS A POLICE OFFICER

This agreement constitutes a Conditional Offer of Employment for the position of Police Officer, hereinafter referred to as "Agreement" and is made and entered into this 24th Day of July, 2024, by and between the Town of Cedar Lake, Lake County, Indiana, by and through its duly appointed Board of Safety, hereinafter collectively referred to as "Town", and <u>Randall Jason Lukasik</u>, hereinafter referred to as "Applicant".

RECITALS

WHEREAS, The Town seeks to extend to the Applicant a conditional offer of employment as a Police Officer, subject to said Applicant's successful completion of certain terms, conditions and requirements, as set forth below; and

WHEREAS, Upon the Applicant's successful completion of the terms, conditions and requirements set forth within this Agreement, the Town intends to extend a final offer of employment to the Applicant.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows;

- 1. The Town hereby extends to the Applicant a conditional offer of employment as a Police Officer for the Town, subject to the following terms, conditions and requirements;
 - a. Applicant must meet the minimum employment standards for the position of Police Officer as established by the Town of Cedar Lake, Lake County, Indiana, Board of Safety.
 - b. Applicant must successfully pass a physical agility examination, which shall relate to the Applicant's ability to perform essential functions of a Police Officer. Applicant acknowledges that the physical agility examination will involve rigorous and prolonged physical exertion. Applicant expressly releases, acquits and forever discharges the Town and its municipal officers, officials, agents and/or assigns, from any and all claims and demands, actions or causes of action, for any damages, costs, loss of service, injuries, death or other loss sustained on account of or in any way related to the aforementioned physical agility examination.
 - c. Applicant must successfully pass any and all testing for mental and

emotional condition, including any written examinations or oral assessments.

- d. Applicant must execute a Town of Cedar Lake Police Training Reimbursement Agreement.
- e. Applicant must complete any additional testing or training required by the Town, which may include any one or more of the following:
 - * Field Training and Evaluation;
 - * Psychological testing;
 - * Polygraph examination;
 - * Medical examination, including screening for illegal substances.
- f. Applicant must reside within Lake County, Indiana, and further, must reside within fifteen (15) miles of the Corporate Boundaries of the Town of Cedar Lake, in compliance with the provisions of I.C. 36-8-4-2, as amended from time to time.
- g. Applicant must have adequate means of transportation into the Town in compliance with the provisions of I.C. 36-8-4-2, as amended from time to time.
- 2. This Agreement shall terminate upon the earliest occurrence of the following events:
 - a. The Town notifies the Applicant that he or she has failed to meet any one (1) or more of the terms, conditions or requirements of this Agreement;
 - b. The Applicant is "sworn in" as a Police Officer of the Town after having successfully completed all terms, conditions and requirements of this Agreement (notwithstanding anything to the contrary in the Agreement, the Applicant shall have a period of one (1) year immediately following his or her swearing in as a Police Officer for the Town to comply with the residency requirement established in section 1 (f) of this Agreement); or
 - c. One (1) year following the date of this Agreement has been approved by the Town.

- 3. The Applicant expressly acknowledges that this Agreement is not intended to be and shall not be construed as a contract of employment with the Town. Applicant further acknowledges that if the Town, in its sole discretion, determines that the Applicant has not satisfactorily passed and completed all portions of the required testing and evaluations, the Town will not and it shall not be required to extend a final offer of employment to the Applicant. The Applicant further acknowledges that employment with the Town is "at will" and subject to reduction in force when deemed necessary and appropriate by the Town Council.
- 4. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver or breach of any terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- 5. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid by a Court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subject to the expungement of the invalid provision.
- 6. The Agreement shall be construed in accordance with the laws of the State of Indiana, and embodies the entire Agreement between both parties. Each party acknowledges that no inducements, promises, terms, conditions or obligations have been made or entered into other than expressly contained herein.
- 7. This Agreement has been approved by the Town of Cedar Lake, Lake County, Indiana, Board of Safety by an affirmative vote of 4 in favor and 0 against, during a Public Meeting held on the <u>24th</u> day of <u>July</u>, <u>2024</u>, and the Chief of Police has been duly authorized and directed by the Board of Safety to enter into said Agreement on behalf of the Town.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS THIS <u>24th</u> DAY OF <u>JULY</u>, <u>2024</u>.

TOWN OF CEDAR LAKE

з.

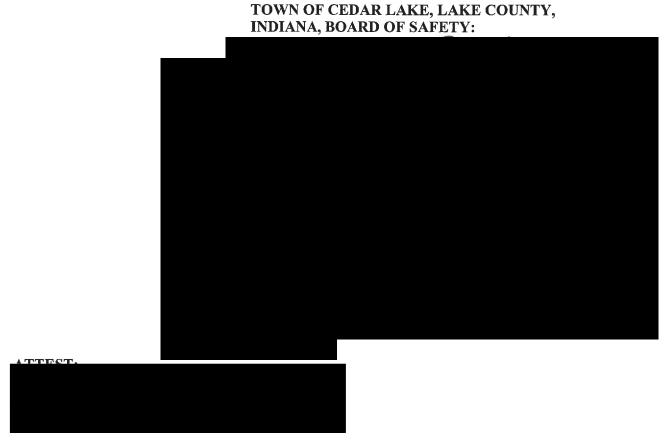
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APPLICANT



ALL OF WHICH IS PASSED AND RESOLVED THIS <u>24th</u> DAY OF <u>JULY</u>, <u>2024</u>, BY THE BOARD OF SAFETY OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.



Page 4 of 4



One Professional Center Suite 314 Crown Point, IN 46307 219.663.3410 cbbel-in.com

July 11, 2024

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

Attention: Jennifer Sandberg – Clerk-Treasurer

Subject: Shades Subdivision Improvements, Phase 1 Pay Request No. 7

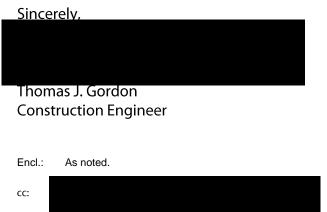
Dear Town Council Members:

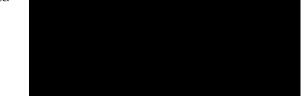
Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Pay Request # 7 in the amount of \$308,007.51 submitted by Milestone Contractors North, Inc. dated July 9, 2024 with a revised copy received on July 11, 2024. Based on the completed, measured, and observed work to date, CBBEL recommends payment in the following amount:

Total Improvements:	This Estimate	To Date
Value of Work Completed:	\$ 342,230.57	\$ 1,492,497.26
Less Retainage:	\$ 34,223.06	\$ 149,249.73
Balance:	\$ 308,007.51	\$ 1,343,247.53
Less Previous Payments:	n/a	\$ 1,035,240.02
Amount Due This Payment:	\$308,007.51	\$ 308,007.51

Please find attached copies of the Invoice #7 request from Milestone and the Pay Estimate #7 Report from CBBEL. The partial waiver of lien from Milestone and the Ziese subcontractor partial waiver of lien are also included with this letter.

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





P:\Cedar Lake\230324 - Shades & Morse WM CO\Shades Phase 1\Pay Apps\#7 July 2024\Shades Phase 1 CBBEL Pay App Review #7, 071124.docx

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

CBBEL PAY ESTIMATE REPORT

TOTAL \$ 342,230.57

 Awarded Contract Value:
 \$ 1,795,961.77

 Current Contract Value:
 \$ 1,832,539.77

 Current Awarded CV Value:
 \$ 36,578.00

 COD#
 \$ 39,534.60

 COD#
 \$ 39,534.60

 COD#
 \$ 0,572.500

 COD#
 \$ 2,768.40

 COD#
 \$ 2,768.40

 Percent Complete (Awarded):
 \$ 31,0%

Percent Complete (Current): 81.44%

			CT REVISED CONTRACT		UNIT	ORIGIONAL CONTRACT REV			QUANTITY	AMOUNT	QUANTITY		QUANTITY						ONTRACT AMOUNT
ITEN		QUANTITY	QUANTITY	MEASURE	PRICE	COST	COST	SOURCE	THIS INVOICE	THIS INVOICE	INVOICE #6	INVOICE #5	INVOICE #4	INVOICE #3	INVOICE #2 II	VVOICE #1		UTILIZED	TO DATE
1	MOBILIZATION AND DEMOBILIZATION	1	1	LS	\$ 89,500.00	\$ 89,500.00 \$	89,500.00	Multi Source	0.00	\$-	0.00	0.00	0.00	0.00	0.00	0.70	0.70	70.0% \$	62,650.00
2	CONSTRUCTION ENGINEERING	1	1	LS	\$ 20,000.00		20,000.00	Multi Source	0.10	-,	0.10	0.20	0.00	0.10	0.20	0.10	0.80	80.0% \$	
3	CLEARING RIGHT OF WAY	1	1	LS	\$ 20,000.00	\$ 20,000.00 \$	20,000.00	Multi Source	0.10		0.10	0.20	0.00	0.10	0.20	0.10	0.80	80.0% \$	16,000.00
4	18" TREE, REMOVE	1	1	EACH	\$ 1,000.00	\$ 1,000.00 \$	1,000.00	Roadway	0.00		0.00	1.00	0.00	0.00	0.00	0.00	1.00	100.0% \$	1,000.00
5	CONCRETE, REMOVE	191	191	SYS	\$ 23.50		4,488.50	Roadway	103.00		0.00	0.00	0.00	0.00	29.00	0.00	132.00	69.1% \$	3,102.00
6	PIPE, REMOVE	487	487	LFT	\$ 10.00		4,870.00	Roadway	18.00		86.00	84.00	0.00	0.00	237.00	41.00	466.00	95.7% \$	4,660.00
7	FENCE, REMOVE	168	175	LFT	\$ 23.00		4,025.00	Roadway	0.00		0.00	175.00	0.00	0.00	0.00	0.00	175.00	100.0% \$	4,025.00
8	EXCAVATION, COMMON	2908	2935	CYS	\$ 51.75		151,886.25	Roadway	1,604.00		0.00	0.00	0.00	0.00	1331.00	0.00	2,935.00	100.0% \$	
9	SIGN AND POST, REMOVE AND RESET	5	5	EACH	\$ 1,500.00	\$ 7,500.00 \$	7,500.00	Roadway	0.00		0.00	0.00	0.00	2.00	0.00	0.00	2.00	40.0% \$	
10	UTILITY VERIFICATION POTHOLING (UNDISTRIBUTED)	8	8	EACH	\$ 500.00	• .,	4,000.00	Multi Source	0.00		0.00	0.00	0.00	0.00	0.00	8.00	8.00	100.0% \$	
11	COMPACTED AGG., NO. 2 FOR UNDERCUT (UNDISTRIBUTED)	500	500	TON	\$ 69.00		34,500.00	Roadway	556.43		0.00	0.00	0.00	0.00	376.22	0.00	932.65	186.5% \$	
12	COMPACTED AGG., NO. 53 FOR UNDERCUT (UNDISTRIBUTED)	500	500	TON	\$ 69.00	\$ 34,500.00 \$	34,500.00	Roadway	25.20		0.00	0.00	0.00	0.00	17.00	0.00	42.20	8.4% \$	2,911.80
13	SILT FENCE	705	705	LFT	\$ 2.50	\$ 1,762.50 \$	1,762.50	Roadway	0.00		0.00	0.00	0.00	0.00	0.00	705.00	705.00	100.0% \$	1,762.50
14	INLET PROTECTION	41	41	EACH	\$ 150.00		6,150.00	Roadway	21.00		0.00	11.00	0.00	0.00	12.00	0.00	44.00	107.3% \$	6,600.00
15	TEMPORARY SEED MIXTURE	150	150	LBS	\$ 20.00	\$ 3,000.00 \$	3,000.00	Roadway	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0% \$	-
16	PIPE PROTECTION	9	9	EACH	\$ 1,000.00	\$ 9,000.00 \$	9,000.00	Roadway	0.00	\$-	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0% \$	
17	MAINTENANCE OF EROSTION CONTROL DEVICES	1	1	LS	\$ 5,000.00	\$ 5,000.00 \$	5,000.00	Roadway	0.00	\$ -	0.10	0.60	0.00	0.00	0.00	0.00	0.70	70.0% \$	3,500.00
18	GEOGRID, TYPE 1	6383	6524	SYS	\$ 2.65	\$ 16,914.95 \$	17,288.60	Roadway	3,596.00	\$ 9,529.40	0.00	0.00	0.00	0.00	2928.00	0.00	6,524.00	100.0% \$	17,288.60
19	COMPACTED AGGREGATE NO. 53 BASE	3805	4023.8	TON	\$ 37.00	\$ 140,785.00 \$	148,880.60	Roadway	1,494.35	\$ 55,290.95	0.00	0.00	0.00	589.00	1515.00	0.00	3,598.35	89.4% \$	133,138.95
20	ASPHALT MILLING, 2 IN	2660	2635	SYS	\$ 4.75	\$ 12,635.00 \$	12,516.25	Roadway	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0% \$	-
21	HMA PATCHING	150	150	TON	\$ 165.00	\$ 24,750.00 \$	24,750.00	Roadway	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0% \$	-
22	HMA WEDGE AND LEVEL, TYPE B	150	150	TON	\$ 123.00	\$ 18,450.00 \$	18,450.00	Roadway	0.00		0.00	0.00	0.00	5.02	0.00	0.00	5.02	3.3% \$	617.46
23	HMA INTERMEDIATE, TYPE B	890	890	TON	\$ 100.00	\$ 89,000.00 \$	89,000.00	Roadway	0.00	\$-	0.00	0.00	0.00	412.13	0.00	0.00	412.13	46.3% \$	41,213.00
24	HMA SURFACE, TYPE B	751	751	TON	\$ 110.00	\$ 82,610.00 \$	82,610.00	Roadway	0.00	\$-	0.00	0.00	0.00	151.10	0.00	0.00	151.10	20.1% \$	16,621.00
25	ASPHALT FOR TACK COAT	7780	7780	SYS	\$ 0.60	\$ 4,668.00 \$	4,668.00	Roadway	0.00	\$ -	0.00	0.00	0.00	1550.00	0.00	0.00	1,550.00	19.9% \$	930.00
26	RESTORATION, TYPE I (TOPSOIL, SEEDING, & ECB)	3160	3326	SYS	\$ 13.00	\$ 41,080.00 \$	43,238.00	Roadway	0.00	\$ -	0.00	0.00	1,360.00	0.00	0.00	0.00	1,360.00	40.9% \$	17,680.00
27	RESTORATION, TYPE II (TOPSOIL, SEEDING, & TRM)	301	301	SYS	\$ 30.00	\$ 9,030.00 \$	9,030.00	Roadway	0.00	\$ -	0.00	0.00	305.00	0.00	0.00	0.00	305.00	101.3% \$	9,150.00
28	SWALE GRADING, (UNDISTRIBUTED)	250	425	LFT	\$ 15.00	\$ 3,750.00 \$	6,375.00	Stormwater	0.00	\$ -	0.00	0.00	0.00	235.00	0.00	0.00	235.00	55.3% \$	3,525.00
29	CURB AND GUTTER, CONCRETE, ROLL CURB	5158	5609	LFT	\$ 29.00		162,661.00	Roadway	3,683.50	\$ 106,821.50	0.00	0.00	0.00	545.00	1291.00	0.00	5,519.50	98.4% \$	160,065.50
30	PCCP SHOULDER, 9 IN	470	419	LET	\$ 37.00		15,503.00	Roadway	26.00		0.00	0.00	0.00	64.00	329.00	0.00	419.00	100.0% \$	
31	COMPACTED AGGREGATE NO. 53 FOR SHOULDER, 6 IN	130	130	SYS	\$ 40.00		5,200.00	Roadway	0.00		0.00	0.00	0.00	130.00	0.00	0.00	130.00	100.0% \$	
32	GUARDRAIL, MGS, 6 FT 3 IN SPACING	350	237.5	LET	\$ 40.00		9,500.00	Roadway	0.00		0.00	0.00	0.00	237.50	0.00	0.00	237.50	100.0% \$	9,500,00
33	GUARDRAIL END TREATMENT, OS 31 IN TL-2	4	3	EACH	\$ 3.800.00	. ,	11,400.00	Roadway	0.00		0.00	0.00	0.00	3.00	0.00	0.00	3.00	100.0% \$	11,400.00
34	HMA FOR APPROACHES. TYPE B	869	869	SYS	\$ 43.00		37,367.00	Roadway	132.70	\$ 5,706.10	0.00	0.00	0.00	234.70	28.30	0.00	395.70	45.5% \$	
35	PCCP FOR APPROACHES, 6 IN	183	183	SYS	\$ 110.00		20,130.00	Roadway	70.60		0.00	0.00	0.00	0.00	47.80	0.00	118.40	64.7% \$	13,024.00
36	CONCRETE SIDEWALK, 4 IN	15	15	SYS	\$ 135.00		2,025.00	Roadway	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0% \$	
37	COMPACTED AGGREGATE FOR APPROACHES, 6 IN	35	35	TON	\$ 70.00		2,450.00	Roadway	0.00		0.00	0.00	0.00	12.13	22.07	0.00	34.20	97.7% \$	2.394.00
38	RIPRAP. REVETMENT	124	124	SYS	\$ 80.00	. ,	9,920.00	Roadway	0.00		28.00	0.00	0.00	0.00	48.20	0.00	76.20	61.5% \$	6.096.00
30	MAILBOX ASSEMBLY, SINGLE, REMOVE AND RESET	124	124	313	\$ 80.00	\$ 9,920.00 \$	3,320.00	Roddwdy	0.00	- v	20.00	0.00	0.00	0.00	40.20	0.00	70.20	01.576 \$	0,030.00
39	(UNDISTRIBUTED)	25	25	EACH	\$ 340.00	\$ 8,500.00 \$	8,500.00	Roadway	0.00	\$ -	0.00	0.00	0.00	11.00	0.00	0.00	11.00	44.0% \$	3,740.00
40	CASTING, FURNISH AND ADJUST TO GRADE	10	10	EACH	\$ 1,250.00	\$ 12,500.00 \$	12,500.00	Roadway	0.00	s -	0.00	0.00	0.00	3.00	1.00	0.00	4.00	40.0% \$	5,000.00
41	STRUCTURE BACKFILL. TYPE 1	941	941	CYS	\$ 1,230.00		941.00	Stormwater	0.00		412.67	150.46	0.00	0.00	377.87	0.00	941.00	100.0% \$	
41		941	206	LFT	\$ 120.00		24,720.00	Stormwater	0.00		412.67	0.00	0.00	0.00	140.00	0.00	206.00	100.0% \$	24,720.00
	PIPE, TYPE 1, DIP, 12" (UNDISTRIBUTED)						24,720.00	Stormwater	0.00	*	960.50	834.00	0.00	0.00	542.00	184.00	206.00	100.0% \$	24,720.00
43	PIPE, TYPE 2, CONCRETE, 12 IN	2791 40	2520.5	LFT	\$ 100.00		252,050.00	Stormwater	0.00	*	0.00	0.00	0.00	0.00	0.00	0.00	2,520.50	#DIV/0! \$	232,050.00
44	PIPE, TYPE 2, CONCRETE, 18 IN		0	LFT	\$ 150.00		-			+									-
45	PIPE, TYPE 2, PVC, CIRCULAR, 4 IN (UNDISTRIBUTED)	200	164	LFT	\$ 50.00		8,200.00	Stormwater	0.00		24.00	0.00	0.00	0.00		0.00	164.00	100.0% \$	8,200.00
46	PRECAST PIPE END SECTION, CONCRETE, 12 IN W/ GRATE	7	8	EACH	\$ 2,000.00		16,000.00	Stormwater			2.00	1.00	0.00	0.00	3.00		8.00	100.0% \$	16,000.00
47 48	PRECAST PIPE END SECTION, CONCRETE, 18 IN W/ GRATE	2	U	EACH LFT	\$ 2,500.00		- 38.500.00	Stormwater Stormwater	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00 35.00	100.0% \$ 100.0% \$	38.500.00
	4 FT X 2 FT REINFORCED CONCRETE BOX CULVERT	35	35		\$ 1,100.00		38,500.00	Stormwater	0.00		0.00	0.00	0.00	0.00	0.00	35.00	35.00	100.0% \$	38,500.00
49	4 FT X 2 FT PRECAST REINFORCED CONCRETE WING WALL	2	2	EACH SFT	\$ 18,000.00							0.00	0.00 413.00		0.00		2.00 413.00	100.0% \$	
50	CONCRETE SEGIMENTAL BLOCK RETAINING WALL	413	413		\$ 70.00		28,910.00	Roadway	0.00		0.00			0.00		0.00			
51	CHAIN LINK FENCE, 4 LFT	168	168	LFT	\$ 73.00		12,264.00	Roadway	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0% \$	
52	STORM SEWER MANHOLE, TYPE C	24	24	EACH	\$ 4,000.00		96,000.00	Stormwater	0.00		10.00	9.00	0.00	0.00	4.00	1.00	24.00	100.0% \$	96,000.00
53	INLET, TYPE I	22	25	EACH	\$ 3,250.00	•	81,250.00	Stormwater	3.00		8.00	7.00	0.00	0.00	5.00	2.00	25.00	100.0% \$	81,250.00
54	STORM SEWER MANHOLE, TYPE J	1	1	EACH	\$ 6,000.00		6,000.00	Stormwater	0.00		0.00	1.00	0.00	0.00	0.00	0.00	1.00	100.0% \$	6,000.00
55	SANITARY SERVICE CONNECTION, TYPE 1, (UNDISTRIBUTED)	10	3	EACH	\$ 750.00	. ,	2,250.00	Sanitary	0.00		1.00	1.00	0.00	0.00	1.00	0.00	3.00	100.0% \$	
56	SANITARY SERVICE CONNECTION, TYPE 2, (UNDISTRIBUTED)	10	2	EACH	\$ 1,250.00	•	2,500.00	Sanitary	0.00		1.00	0.00	0.00	0.00	1.00	0.00	2.00	100.0% \$	2,500.00
57	THERMOPLASTIC, SOLID WHITE, 4 IN, RECESSED	1490	1490	LFT	\$ 1.46		2,175.40	Roadway	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0% \$	-
58	THERMOPLASTIC, SOLID YELLOW, 4 IN, RECESSED	1377	1377	LFT	\$ 1.46	-	2,010.42	Roadway	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0% \$	-
59	TRAFFIC CONTROL	1	1	LS	\$ 15,000.00	•	15,000.00	Multi Source	0.20		0.00	0.20	0.00	0.10	0.20	0.10	0.80	80.0% \$	12,000.00
*60	REMOVE EXISTING SANITARY MH	0	2	EACH	\$ 2,100.00	\$-\$	4,200.00	Sanitary	0.00	\$-	0.00	0.00	0.00	0.00	2.00	0.00	2.00	100.0% \$	4,200.00
*61	SANITARY SEWER MH, 4 FT	0	1	EACH	\$ 3,885.00	\$-\$	3,885.00	Sanitary	0.00	\$-	0.00	0.00	0.00	0.00	1.00	0.00	1.00	100.0% \$	3,885.00
*62	SANITARY SEWER MAIN, 8", SDR-26	0	256	LFT	\$ 122.85	\$-\$	31,449.60	Sanitary	0.00	\$-	0.00	0.00	0.00	0.00	256.00	0.00	256.00	100.0% \$	31,449.60
*63	GURADRAIL, END TREATMENT, I	ō	1	EACH	\$ 1,575.00	s - S	1,575.00	Roadway	0.00	\$-	0.00	0.00	0.00	1.00	0.00	0.00	1.00	100.0% \$	1,575.00
*64	TEMPOARY PAVEMENT MARKINGS, PAINT	ů 0	1	LS	\$ 1,000.00	\$ - \$	1,000.00	Roadway	0.00		0.00	0.00	0.00	1.00	0.00	0.00	1.00	100.0% \$	1,000.00
*65	COMMON EXCAVATION FOR CURB	0	48.6	CYS	\$ 66.00	\$ - \$	3,207.60	Roadway	48.60	\$ 3,207.60	0.00	0.00	0.00	0.00	0.00	0.00	48.60	100.0% \$	3,207.60
		-		SYS	\$ 114.50	s - S	3,824.30	Roadway		\$ 3,824.30	0.00	0.00		0.00	0.00				3,824.30
*66	7.5" CONCRETE CURB PATCHING	0	33.4						33.40				0.00			0.00	33.40	100.0% \$	
		0	33.4		\$ 3,482.75	•	3,482.75	Stormwater	33.40		0.00	0.00	0.00	0.00	0.00	0.00	33.40		

TOTAL \$ 1,795,961.77 \$ 1,832,539.77

	TOTAL	\$	1,492,497.26
ORIGINAL CONTRACT		\$	1,795,961.77
TOTAL CHANGE ORDERS		\$	36,578.00
REVISED CONTRACT		\$	1,832,539.77
COMPLETED TO DATE		\$	1,492,497.26
RETAINAGE 10.00%		\$	149,249.73
TOTAL EARNED LESS RETAINAGE	\$	1,343,247.53	
LESS PREVIOUS REQUESTS	s	1.035.240.02	

\$ 308,007.51

CURRENT AMOUNT DUE



Progress Billing Detail

Remit Milestone Contractors North, LLC (F/K/A Inc.)

To: 1700 E. Main Street

Griffith IN 46319

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

Customer Ref:

Invoice #:	
Date:	
Job: Cedar Lake CCMG	
Customer No:	
From:	6/9/2024
TIOM.	0/9/2024
To:	7/9/2024
Payment Terms	NET 30
Contract:	

				Units Billed		A	Amounts Billed	L L
Cont	Description	Contract	Contract	Quantity	Quantity U/M	Unit	Amount	Amount
ltem		Amount	Quantity	This Period	JTD	Price	This Period	To-Date
2	Construction Engineering	20,000.00	1.000	0.100	0.800 LSU	20,000.000	2,000.00	16,000.00
3	Clearing ROW	20,000.00	1.000	0.100	0.800 LSU	20,000.000	2,000.00	16,000.00
5	Concrete, Remove	4,488.50	191.000	103.000	132.000 SY	23.500	2,420.50	3,102.00
6	Pipe, Remove	4,870.00	487.000	18.000	466.000 LF	10.000	180.00	4,660.00
8	Excavation, Common	151,886.25	2,935.000	1,604.000	2,935.000 CY	51.750	83,007.00	151,886.25
11	Compacted Agg No. 2 for Undercuts (UNDISTRIBUTED)	34,500.00	500.000	556.430	932.650 TON	69.000	38,393.67	64,352.85
12	Compacted Agg No. 53 for Undercuts (UNDISTRIBUTED)	34,500.00	500.000	25.200	42.200 TON	69.000	1,738.80	2,911.80
14	Inlet Protection	6,150.00	41.000	21.000	44.000 EA	150.000	3,150.00	6,600.00
18	Geogrid, Type 1	17,288.60	6,524.000	3,596.000	6,524.000 SY	2.650	9,529.40	17,288.60
19	Compacted Agg No. 53 Base	148,880.60	4,023.800	1,494.350	3,598.350 TON	37.000	55,290.95	133,138.95
29	Curb & Gutter, Concrete, Roll Curb	162,661.00	5,609.000	3,683.500	5,519.500 LF	29.000	106,821.50	160,065.50
30	PCCP Shoulder, 9"	15,503.00	419.000	26.000	419.000 LF	37.000	962.00	15,503.00
34	HMA for Approaches, Type B	37,367.00	869.000	132.700	395.700 SY	43.000	5,706.10	17,015.10
35	PCCP for Approaches, 6"	20,130.00	183.000	70.600	118.400 SY	110.000	7,766.00	13,024.00
53	Inlet, Type I	81,250.00	25.000	3.000	25.000 EA	3,250.000	9,750.00	81,250.00
59	Traffic Control	15,000.00	1.000	0.200	0.800 LSU	15,000.000	3,000.00	12,000.00
65	COMMON X FOR CURB	3,207.60	48.600	48.600	48.600 CY	66.000	3,207.60	3,207.60
66	7.5 CONCRETE PATCHING (FOR CURB)	3,824.30	33.400	33.400	33.400 SY	114.500	3,824.30	3,824.30
67	ADDITONAL EDISON	3,482.75	1.000	1.000	1.000 LSU	3,482.750	3,482.75	3,482.75

Original Contract Amount:	1,795,961.77	Total Billed This Period To Date:	342,230.57	1,492,497.26
Change Orders to Date:	36,578.00	Less Retainage:	34,223.06	149,249.73
Current Contract Amount:	1,832,539.77	Less Previous Applications:	0.00	1,035,240.02
Percent Complete:	81.44%	Total Due This Invoice:	308,007.51	308,007.51

WAIVER OF LIEN

() Final

(X) Partial

(X) Payment to follow

)

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

(PARTIAL WAIVER)

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

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

(FINAL WAIVER)

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

() receipt for which is hereby acknowledged, or

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

Therefore, the undersigned waives and releases unto the Owner of said premises, any and all lien or claim whatsoever on the above described property and improvements thereon on account of labor or material, or both, furnished by the undersigned thereto, and further certifies that no other party

has any claims or right to lien on account of any wor undersigned for said project, and within the scope of this

MILESTONE CONTRACTORS NORTH INC. Name of Company

Exhibit J-3

VENDOR WAIVER AND RELEASE OF CLAIMS AND LIENS

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

State of INDIANA _____, County of __LAKE _____ ss

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

This Instrument Pertains To The Following:

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

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

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

"OWNER":

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

\$152,724.61

"FINAL PAYMENT":

The Terms of this Instrument Are:

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

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

Name/Address

ANNUMBER OF

Work/Materials/Equipment Performed

Amount Owed

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

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

The release and waiver stated herein are subject to VENDOR's receipt of the AMOUNT DUE as designated above, and accordingly, such provisions shall become immediately effective and binding upon VENDOR upon receipt thereof by VENDOR. Such receipt shall be conclusively established by VENDOR's endorsement affixed to



One Professional Center Suite 314 Crown Point, IN 46307 219.663.3410 cbbel-in.com

July 9, 2024

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

Attention:	
Subject:	Stage 2 – Cedar Lake Dredging 9

Dear Town Council Members:

Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Pay Request #9 in the amount of \$277,452.56 submitted by Dredge America, Inc. dated July 9, 2024. Based on the completed and observed work to date, CBBEL recommends payment in the following amount:

Total Improvements:	This Estimate	To Date
Value of Work Completed:	\$277,452.56	\$4,135,526.09
Less Retainage:	\$0.00	\$47,250.00
Balance:	\$277,452.56	\$4,088,276.09
Less Previous Payments:	n/a	\$3,810,823.53
Amount Due This Payment:	\$277,452.56	\$277,452.56

Please find attached copies of Invoice #9 from Dredge America, Inc. and the Pay Estimate #9 Review Report from CBBEL. Retainage for Item #1 will continue to be held until demobilization is complete and a final pay request is received. Dredge America's partial waiver of lien has been provided for Invoice #8.

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

Sincerely,

Donald C. Oliphant, PE, CFM Town Engineer Encl.: As noted. cc:

P:\Cedar Lake\220178 - SDF Construction Observation\Stage 2 Pay Apps\#9\Cedar Lake Dredge Project CBBEL Pay App Review #9_070924.docx

TOWN OF CEDAR LAKE, IN CEDAR LAKE DREDGING

CBBEL	PAY ESTIMATE REPORT							CONTRACTOR: DATE: ESTIMATE NO. PROJECT: PROJECT #:	Dredge America, In 7/9/2024 9 Cedar Lake Dredgin 220178			
ITEM	DESCRIPTION	CONTRACT QUANTITY	UNIT OF MEASURI	-	UNIT PRICE	CONTRACT COST	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY TO DATE	PERCENT	со	NTRACT AMOUNT TO DATE
1	MOBILIZATION AND DEMOBILIZATION	1	LS	- \$	675,000.00	\$ 675,000.00		\$ -	0.70	70.0%	\$	472,500.00
2	CONSTRUCTION ENGINEERING	1	LS	ŝ		\$ 100,000.00		\$ 4,490.00		69.2%	ŝ	69,155.66
3	AS-BUILT SURVEY	1	LS	Š				\$ 44,150.00		69.2%	ŝ	69,150.00
4	OPERATION, MAINTENANCE, MONITORING, TESTING OF THE SDF	1	LS	\$		\$ 100,000.00	0.04	\$ 4,490.00	0.69	69.2%	\$	69,155.66
5	DREDGING SEDIMENT	439,090	CYS	\$	11.38	\$ 4,996,844.20	19,712.00	\$ 224,322.56	303,652.44	69.2%	\$	3,455,564.77
							TOTAL	\$ 277,452.56	5	TOTAL	\$	4,135,526.09
		Awarded Contract Value:	\$ 5,975,000	.00			ORIGINAL CO	NTRACT			\$	5,975,000.00
		Current Contract Value:	\$ 5,971,844	.20			TOTAL CHANC	GE ORDERS			\$	(3,155.80)
		Current Awarded CO Value:					REVISED CON	TRACT			\$	5,971,844.20
		Projected Total CO's Value:					COMPLETED	TO DATE			\$	4,135,526.09
							ITEM #1 COMF	PLETED TO DATE			\$	472,500.00
		Percent Complete (Awarded):		21%				ELD FOR ITEM #1 ONLY	10.00%		\$	47,250.00
		Percent Complete (Current):	69.	25%				D LESS RETAINAGE			\$	4,088,276.09
								US REQUESTS			\$	3,810,823.53
							CURRENT AM	OUNT DUE			\$	277,452.56

SCHEDULE OF VALUES

	Cedar Lake, IN APPLIC AMERICA Dredging Improvements to Cedar Lake, Lake County, IN											APPLICATION NO.: APPLICATION DATE: INVOICE NO.:	07/09/24			
ITEM	DESCRIPTION OF WORK	ESTIMATED	1 1	UNIT	EXTENDED		WORK COMPLETED MATERIALS							BALANCE	Retainage Total	
NO.			QUANTITY	P	PRICE	AMOUNT	FROM PREVIOUS APPLICATIONS	YARDS FROM PREVIOUS APPLICATIONS	THIS APPLICATION	THIS PERIOD	PRESENTLY STORED		COMPLETED AND STORED TO DATE	COMPLE- TED*	TO FINISH	10%
BASE CO	ONTRACT PRICES															
Phase 1																
1	Mobilization/Demobilization	LS	1	\$ 6	675,000.00	\$ 675,000.00	\$ 472,500.00			s -	\$ -	s	472,500.00	70%	\$ 202,500.00	\$ 47,250.00
2	Construction Engineering	LS	1	\$ 1	100,000.00	\$ 100,000.00	\$ 64,665.66			\$ 4,490.00	\$ -	\$	69,155.66	69.16%	\$ 30,844.34	\$ -
3	As-Built Survey	LS	1	\$ 1	100,000.00	\$ 100,000.00	\$ 25,000.00			\$ 44,150.00	\$ -	\$	69,150.00	69.15%	\$ 30,850.00	\$-
4	Operation, Maintneance, Monitoring, & Testing Of The SDF	LS	1	\$ 1	100,000.00	\$ 100,000.00	\$ 64,665.66			\$ 4,490.00	\$ -	\$	69,155.66	69.16%	\$ 30,844.34	\$-
5	Dredging Sediment	CYS	439,090	\$	11.38	\$ 4,996,844.20	\$ 3,231,242.20	283,940.44	19,712.00	\$ 224,322.56	\$-	\$	3,455,564.77	69.15%	\$ 1,541,279.43	\$-
	TOTAL THIS APPLICATION					\$ 5,971,844.20	\$ 3,858,073.52			\$ 277,452.56	\$ -	\$	4,135,526.09	69.25%	\$ 1,836,318.11	\$ 47,250.00

TOTAL PAYMENT DUE \$ 277,452.56

RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

Dated: 07/09/2024

The undersigned hereby acknowledges receipt of the sum of \$_338,557.35_

CHECK ONLY ONE:

	1) As partial payment for labor, skill, and material furnished;
\checkmark	2) As payment for all labor, skill, and material furnished or to be furnished (except the

sum of \$ 47,250.00 to be held as retainage or holdback of payment).

3) As full and final payment for all labor, skill, and material furnished to be furnished to the following described real property:

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

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

Subcontract Name	Amount Outstanding	Scope of Work

Company:	Dredge America Inc	
Signed:		
Name:		
lts:	CFO	
Date:	07/09/2024	

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

Please return this lien waiver to:

Donald Oliphant - Christopher B. Burke Engineering, Ltd.

Town of Cedar Lake Mindi Ray, Superintendent Parks and Recreation 7408 Constitution Ave – PO Box 707 Cedar Lake, IN 46303 Tel (219) 374-7400 x 161



SUPERINTENDENT'S REPORT June 2024

- 1. 5 YEAR MASTER PLAN UPDATE
 - June memo received from Context Design reporting 350 surveys have been completed at this time. This memo is currently in your meeting materials.
 - A link was provided for the board to review the responses so far.
 - Survey will close on 8/1/24.
- 2. DOG PARK
 - Current Membership 104 at this time.
 - Fence screen has been placed on north small dog park ornamental fence.
 - Estimate from FFC Fencing for replacement of chain-link for this fence has been received and shared with the park board.
 - Discussed the fence ordinance in department head meetings on July 9th chain-link will be acceptable without need for a variance if the park board decides to move forward with that fence style replacement.
 - Discussion if park impact fees should be used was brought up since the existing fence purchased and placed prior to park board inception was installed with park impact fees. Kiwanis playground mulch was previous purchased with park impact fees and then used to replace with pour and play surfacing.
 - Satisfaction survey was completed. 33 members participated.
 - Consideration of a rule change to allow small and large dogs communal play at the dog park will be discussed in the upcoming meeting. I have provided feedback from Zach Finn, Henriott Groups risk management representative for the park boards consideration.
- 3. KIWANIS PLAYGROUND & SURFACING- ADDITIONAL ALL ABILITIES AMENITIES
 - Emberly's Smiles Communication board has been installed.
 - A Grand Re-Opening Ribbon Cutting Ceremony has been scheduled for July 30, 2024 at 9am. The Cedar Lake Chamber of Commerce will be part of this ceremony thanks to Councilman Bob Carnahan. Town Council, Park Board Members, Town Manager and Emberly's Smiles group have been invited to participate. Press releases were sent out too.

- 4. SECURITY CAMERAS-Town Grounds
 - After the man door on the park shop was found open on July 4th I have reached out to Cliff Wroe seeking quotes for additional cameras for park buildings on Town Grounds. Cliff stated if we purchase a new system all on it's own it would be approximately \$3,700. If we waited until the new public safety building is ready, the cost would be \$2,600.
- 5. Park Maintenance Shop
 - FBI buildings has provided a project rendering and cost estimate for your review. This is the first step in narrowing in on a project cost.
 - Park Impact Fees for use of a new or existing shop were discussed with Attorney Austgen again this month. He stated the park impact fee ordinance would need updated to qualify this type of purchase. Please reference memo dated 4/10/24 emailed to the Town Council, Town Manager and Park Board. Memo will be attached to this report for reference.
- 6. Annual Playground Inspection
 - Rescheduled for July 16th. Foreman Josh Banhart and myself will accompany the playground inspector from Henriott.
- 7. Park Ordinances and Beach Rules
 - Resolutions have been prepared to amend the ordinances on park rules. Red text will indicate the current ordinance. Blue will reflect updated.
 - 99.34 Metal Detecting

The use of metal detectors in the town's parks without a permit is prohibited.

99.26 Motorized Vehicles (Skateboards, Bicycles & Roller Skates)
 (C) No person shall operate a skateboard, roller skates or a bicycle on any sidewalk or other prohibited area, as designated by the town's Parks and Recreation Department or the Parks Director.

(C) Bicycles, skateboards, roller skates should be permitted in park spaces but should not be allowed on play equipment or picnic tables

o 99.28 Domestic Animals

All domestic animals will be required to be leashed at all times in the parks. Farm animals shall not be permitted in park areas under any circumstances, except if they are a part of Board sponsored programs. Dogs are permitted in the town's parks if on a leash not more than six feet in length and if the person responsible for the dog is equipped to immediately remove and properly dispose of the animal's waste. Farms animals are not permitted in or upon Park areas unless and except if said farm animal(s) is included in a Park Board Program."

All domestic animals are required to be leashed at all times in the Town Parks. Leashed pets are not permitted to be present in playground areas, in or upon athletic fields, or the sandbox areas of the Parks. Unleashed dogs will only be permitted by membership at Kiwanis Dog Park. Those persons responsible for any dog shall promptly remove and properly dispose of any and all of said dog's waste. Farms animals are not permitted in or upon Park areas unless and except if said farm animal(s) is included in a Park Board Program."

- 99.31 Pool Rules TITLE CHANGE PARK SANDBOX & PIER RULES Rules are as posted on signage in corresponding areas."
 SANDBOX RULES FOR PARK BOARD TO CONSIDER ADOPTING
 - No lifeguard on duty
 - No dogs permitted in the sand area
 - No swimming past markers
 - No glass containers
 - No alcoholic beverages
 - No climbing on art piece
 - No bikes or scooters on piers
 - No diving or jumping from piers

Here are some of the rules that are being considered to fall under this update. They will have to be adopted in a park board meeting and signage updated to reflect new rules.

 99.29 Picnic/Park Shelters-WAITING FOR DIRECTION BEFORE UPDATING

This was asked to be updated to reflect that shelters will be rented online or in person at the park office not the town hall. One piece of the missing piece is the fee for shelters and where they will be deposited. This is up for review from the Town Council per recommendation from the Park Board and I thought we should wait for direction before changing this and the ordinance about where fees are deposited to.

• 99.22 Fires-STILL WAITING FOR RESOLUTION FROM ATTY AUSTGEN

(C) Portable stoves or grills. No portable stoves or grills shall be permitted in shelters or on picnic tables.

Portable gas grills shall be permitted for use with shelter rentals.

This update was omitted from Atty. Austgen's updates. I wanted to leave this in the report so that we can revisit this when it arrives.

8. Alcohol Vendor & Non-Alcohol Vendor Agreements

Drafts from the attorney are now ready for adoption by the park board. Please note the signatory on these agreements reflects Park Board President & Park Board Secretary. The board may consider nominating a secretary of the board for signatory purposes? This was a concern for operations as typically in neighboring park systems (Munster and Highland) the Superintendent and Programming Staff have the ability to enter into vendor agreements for programming and event execution. I am unsure why this is the process that is set forth at this time and it may be changed if the park board does wish to do so by a change of job description to allow the dept head to as a purchasing agent with these responsibilities. Since we are not there yet, please advise on the approval procedure at the next park board meeting so that vendor agreements can be executed efficiently for the department.

9. Programming and event updates will be provided by Recreation Coordinator Greg Wiesemann.

As always, please feel free to reach out with any questions or concerns.

Respectfully Submitted, Mindi Ray **TOWN OF CEDAR LAKE** Mindi Ray, Superintendent Parks and Recreation



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

SUPERINTENDENT'S REPORT July 2024

- 1. 5 YEAR MASTER PLAN UPDATE
 - Context Design reporting 388 surveys have been completed at the time of this report (7/26/24)
 - Survey will close on 8/1/24.
 - July Movie and Artist Guild events will allow a final push for survey completion.
 - Steering committee meeting set for August 22, 2024.
- 2. DOG PARK
 - Current Membership 106 at the time of this report (7/26/24)
 - Foreman Banhart and myself met with Greg Marquart and discussed using a 3ft black garden fence on the interior the N fence on small dog park side. Mr. Marqurt approved the project to move forward. The park crew will begin this project and remove the screen as time permits.
- 3. KIWANIS PLAYGROUND
 - A Grand Re-Opening Ribbon Cutting Ceremony has been scheduled for July 30, 2024 at 9am.
- 4. Annual Playground Inspection
 - Foreman Banhart and myself attending playground inspections with the inspector from Henriott Group. I will provide and record the official report once received.
- 5. Park Ordinances and Beach Rules "BEACH or SANDBOX"
 - After speaking with Zach Finn from Henriott and Terri Milefoglie of IDNR there is no reason that the town cannot refer to the sandy area behind town hall as a beach.
 - The Park Board is able to adopt rules in meetings under 99.31 to manage this space once clarification of the roles and responsibilities of Town Grounds are clear. Here are suggested rules for consideration at this time.
 - No lifeguard on duty

- No dogs permitted in the sand area
- No swimming past markers
- No glass containers
- No alcoholic beverages
- No climbing on art piece
- No bikes or scooters on piers
- No diving or jumping from piers
- 6. 2024 IPRA Conference November 5-7 in French Lick Indiana
 - I have earmarked funds for 3 attendees this year. I wanted to see if a park board member or liaison would be interested in attending with the Recreation Coordinator & myself? If not, I believe our Maintenance Foreman would benefit from the conference as well. Please let me know your wishes on this as soon as possible. I intend to register on Monday July 29th.
- 7. Certified Park and Recreation Professional
 - I am happy to report that I have finally received my study materials for this endorsement. Unfortunately, what could go wrong went wrong when working the National Recreation and Park Association since I first inquired on this in February of this year. I now have 6 months to prepare for and take the exam.

As always, please feel free to reach out with any questions or concerns.

Respectfully Submitted, Mindi Ray