

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1499

AN ORDINANCE AMENDING TOWN ORDINANCE NO. 1386, BEING: “AN ORDINANCE AMENDING TOWN ORDINANCE NO 1057: BEING AN ORDINANCE AMENDING TOWN ORDINANCE NO. 1047, BEING: ‘AN ORDINANCE AMENDING THE FEES TO BE CHARGED FOR REFUSE AND RECYCLABLES IN THE TOWN OF CEDAR LAKE, AND REPEALING ALL ORDINANCES AND TOWN CODE SECTIONS, OR PARTS THEREOF, IN CONFLICT HEREWITH’, REPEALING ALL ORDINANCES AND TOWN CODE SECTIONS, OR PARTS THEREOF, IN CONFLICT HEREWITH, ALL MATTERS RELATED HERETO”, REPEALING ALL ORDINANCES AND TOWN CODE SECTIONS, OR PARTS THEREOF, IN CONFLICT HEREWITH, AND ALL MATTERS RELATED HERETO.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, (hereinafter, the “Town Council”) has previously adopted Town Ordinance No. 1008 regulating the sanitary disposition to be made of garbage, refuse and recyclables in the Town, establishing fees to be charged and collected from the owners of property from whom such garbage, refuse and recyclables is collected, establishing a Garbage/Solid Waste Disposal Fund for the purposes of proper collection and distribution of fees collected for garbage, refuse and recyclable services provided by the Town, and all related matters, which Ordinance was duly passed and adopted June 5, 2007; and

WHEREAS, the Town Council thereafter, on February 3, 2009, amended said Ordinance No. 1008 by passage and adoption of Town Ordinance No. 1047 pertaining to the schedules of fees to be charged and collected from the owners of property from whom garbage, refuse and recyclables is collected, increasing said fees due to the increase in costs of services for same; and

WHEREAS, the Town Council thereafter, on July 21, 2009, amended said Ordinance No. 1047 by passage and adoption of Town Ordinance No. 1057 pertaining to the schedules of fees to be charged and collected from the owners of property from whom garbage, refuse and recyclables is collected, increasing said fees due to the increase in costs of services for same; and

WHEREAS, the Town Council has been required to negotiate and extend its contract for the collection of garbage, refuse and recyclables from the owners of property in the Town due to contract term expiration, and the resultant increase in such costs for continued services; and

WHEREAS, the Town Council has further determined that it is necessary to amend the schedule of fees to be charged for the collection of refuse and recyclables in the Town since the funds presently collected are insufficient to cover the costs of the services, and as a consequence, the Garbage/Solid Waste Disposal Fund is operating at a deficit, requiring an increase being necessary to be collected from the owners of property to whom such garbage, refuse and recyclables is collected in the Town; and

WHEREAS, the Town Council thereafter, on June 15th, 2021, amended said Ordinance No. 1057 by passage and adoption of Town Ordinance No. 1386 pertaining to the schedule of fees to be charged and collected from the owners of property from whom garbage, refuse and recyclables is collected, increasing said fees due to the increase in costs of services for same; and

WHEREAS, the Town Council has held a public hearing, duly advertised and noticed in conformance with applicable law, on the 20th day of August, 2024, to consider the amendment of the schedule of fees for the collection of garbage, refuse, and recyclables from the owners of property to whom such garbage, refuse and recyclables is collected in the Town; and

WHEREAS, the Town Council based upon the foregoing, and being fully advised, now deems it necessary and required to amend its present Ordinance to increase the schedule of fees to be charged and collected from the owners of property from whom garbage, refuse and recyclables is collected in the Town by the amount of _____ and 00/100 Dollars (\$_____) from the owner of each lot, parcel or real property or buildings served in the Town.

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

SECTION ONE: That **SECTION ONE** of Town Ordinance No. 1047, which amended Town Ordinance No. 1008, which amended Town Ordinance No. 954, be, and the same is hereby amended to read and provide as follows:

SECTION ONE: For the use of and the garbage, refuse and recyclable sanitary collection and disposal service to be rendered, rates and charges shall be collected from the owners of each and every lot, parcel of real estate or dwelling unit that is, or will be, provided such service. An owner is identified as the holder of fee simple title interest in and to a lot or a parcel of real property upon which dwelling or dwelling units are situated. The owner of each such lot or parcel of real estate upon which is situated a dwelling or dwelling unit shall pay a fee of _____ and 00/100 Dollars (\$_____) per month for each dwelling or dwelling unit to which sanitary garbage, refuse, and recyclable collection and disposal service is provided. Owners are liable for payment as required herein. The individual garbage collection fee shall be billed with the wastewater utility billing of the Town on a monthly basis. Said billing shall be issued by the Town on or about the first day of each month. All rates and charges billed by the Wastewater Utility Billing Department of the Town, including for garbage collection fees imposed hereby, shall be paid by no later than the 20th day of each month. In the event such billing is not paid on or before the 20th day of each month, then a Ten percent (10%) penalty shall be imposed. For the purposes of computing time, and particularly for assessment of the Ten Percent (10%) penalty, the 20th day of each month is the last day in which payment of billing without imposition of the Ten Percent (10%) penalty may be made. After the 20th day of each month, the Ten Percent (10%) penalty on each such billing shall be assessed and collected. In the event that the 20th day of the month is a Saturday, Sunday or legal holiday as defined in the Town Code, or a day in which the business office of the Cedar Lake Sewer Utility is closed, the next day shall be the last day in which payment of the monthly billing may be made, and the day after such time is the time when imposition of the Ten Percent (10%) penalty shall be imposed.

In the further event of necessity of pursuit of delinquent or late fees in a civil action, reasonable attorney's fee may be imposed and required pursuant to the provisions of Indiana Code 36-9-30-21, as amended from time to time."

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

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

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

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, THIS ____ DAY OF AUGUST, 2024.

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

Nick Recupito, President

Greg Parker, Vice-President

Robert H. Carnahan, Council Member

Julie A. Rivera, Council Member

Mary Joan Dickson, Council Member

Richard C. Thiel Jr., Council Member

ATTEST:

Chuck Becker, Council Member

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

TOWN OF CEDAR LAKE

Cedar Lake, Indiana

Calculation of Potential Trash Rate Increases

Line No.					
1	Republic (6,082 customers x current rate of \$20.75 x 12 months)	\$ 1,514,418.00			
2	Billing/Postage (Total Costs x Trash % Billed to total billed)	8,910.51			
3	Financial/Accounting (Total Costs x Trash % Billed to total billed)	4,719.60			
4	IT (Total Costs x Trash % Billed to total billed)	1,096.51			
5	Utility Costs (Total Costs x Trash % Billed to total billed)	680.11			
6	Deputy Clerk Billing Payroll (Total Costs x Trash % Billed to total billed)	11,433.28			
7	Annual Operating Expenses needing to be provided for through rates	\$ 1,541,258.00			
8	One Third of current shortfall in Operating Fund Reserve Balance	18,041.28			
9	Required Annual Revenues	\$ 1,559,299.29			
10	Divide by: Annual Number of Customers	72,984			
11	Monthly Trash Charge current through May 31, 2025	\$ 21.36	Rate A		
12	Monthly Trash Charge current through May 31, 2025 without one third of current shortfall in Operating Fund Reserve Balance	\$ 21.12	Rate B		
13	Monthly Trash Charge current through May 31, 2025 Actual Republic Charge Only	\$ 20.75	Rate C		
14	Current Cedar Lake Monthly Charge		\$20.00	\$20.00	\$20.00
15			<u>Rate A</u>	<u>Rate B</u>	<u>Rate C</u>
16	<u>Applicable Period</u>				Republic Charge to Cedar Lake
17	August 1, 2024 - May 31, 2025		\$21.36	\$21.12	\$20.75
18	June 1, 2025 - May 31, 2026		\$22.21	\$21.96	\$21.58
19	June 1, 2026 - May 31, 2027		\$23.10	\$22.84	\$22.44
20			<u>% Increase on Previous Period Rate</u>		
21	August 1, 2024 - May 31, 2025		6.80%	5.60%	3.75%
22	June 1, 2025 - May 31, 2026		4.00%	4.00%	4.00%
23	June 1, 2026 - May 31, 2027		3.99%	3.99%	3.99%

Prepared By: Sue Haase
July 2, 2024

September 3, 2024

ALL TOWN FUNDS \$225,731.60

WASTEWATER OPERATING \$230,143.56

SEWAGE BOND \$6,750.00

WATER UTILITY \$61,391.60

STORM WATER \$12,351.38

PAYROLL 8/29/24 & 8/30/24 \$292,376.02

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: Rick Larsen Wrestling Club

Address: [Redacted]
Phone: [Redacted]

Contact Person: [Redacted]
Name: [Redacted]

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

1st Choice: 10/5/24 2nd Choice: 10/19/24

Explain Nature of Tag Day: Fundraiser for kids wrestling club.

List Locations of Tag Day: RE 41 + 133rd, ~~RE 41 +~~ Parrish Ave + 133rd

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

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

[Redacted Signature Area]

8/16/24
Date

FOR OFFICE USE ONLY:

Date Received: 8/16/2024 Approximate Time: 2:44pm
Received by (Name/Title): [Redacted]
Date Approved by Town: [Redacted]
Date Contact Person Notified of Approval: _____ Notified via (circle one): Email – Phone – Letter

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO.: 1500

AN ORDINANCE AMENDING TOWN ORDINANCE NOS.: 1385 AND 1427 PERTAINING TO ESTABLISHMENT AND IMPLEMENTATION OF RULES AND REGULATIONS FOR THE MUNICIPAL WATER UTILITY OF THE TOWN, AMENDING CERTAIN RULES AND REGULATIONS FOR THE MUNICIPAL UTILITY, REPEALING ALL ORDINANCES AND TOWN CODE SECTIONS, OR PORTIONS THEREOF, IN CONFLICT HERewith, AND ALL MATTERS RELATED HERETO.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the “Town Council”), has reviewed its business and management practices for the Town Municipal Water Utility for water sprinkling regulations as a consequence of continuing monitoring of the administration of the Town Municipal Water Utility, as well as for responsible preservation and utilization of the existing water supply available to the Town Municipal Water Utility customers and ratepayers; and

WHEREAS, the Town Council, being duly informed and advised, now concurs, and agrees that the current water sprinkling usage regulations and guidelines require amendment to responsibly utilize and preserve the existing water supply available to Town customers and ratepayers of the Town Municipal Water Utility; and

WHEREAS, the Town Council, being duly informed and advised, and based upon its determination to responsibly preserve and utilize the existing water supply available to the Town customers and ratepayers of the Town Municipal Water Utility, as well as to manage the water supply to reduce the establishment or creation of water shortages, now concurs and agrees that amendment and modification of Town Water Usage Regulations in Town Ordinance No. 1427, which amended previously adopted Town Ordinance No. 1385, is necessary and required for such purposes; and

WHEREAS, the Town Council, upon its further review and assessment, concurs and agrees that continuing responsible management and operation of the Town Municipal Water Utility for the benefit of Town customers and ratepayers is essential, and that in order to preserve water supply, and properly and adequately maintain the Municipal Water Utility supply and distribution system, determines that further amendment for operational regulations is appropriate, advisable, and should be established.

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

SECTION ONE: That Town Ordinance Nos. 1385 and 1427, duly adopted by the Town Council of the Town of Cedar Lake, Lake County, Indiana, be, and the same are hereby amended to read and provide hereinafter as follows, namely:

“That notwithstanding anything herein to the contrary, the following water usage by customers and residents served by the Waterworks System of the Town are exempt from the aforesaid water conservation policies and regulations set forth hereinafter, namely:

A. Homeowners with newly planted or seeded lawns may water such newly planted lawns for no longer than four (4) weeks from date of newly planting or seeding such lawns, with this usage to be exempt.

B. Retail businesses offering primarily car washing services to patrons are exempt.

C. That notwithstanding the provisions set forth hereinabove, homeowners with newly planted or seeded lawns may not water any newly planted lawns for longer than four (4) weeks from the date of newly planting or seeding such lawns, unless approved by the Town Municipal Water Utility Superintendent, or Town Manager, as set forth herein. Further, the Town Municipal Water Utility Superintendent or Town Manager shall have the authority under that Sprinkling Usage Regulations Amendatory Ordinance to require homeowners in new homes with newly planted or seeded lawns to be placed on the even/odd rotation for sprinkling usage when the demands on the supply in the Municipal Water Utility system are reduced and conditions are too exigent for the safety of the system to permit unlimited usage. Further, under exigent circumstances determined by the Town Municipal Water Utility Superintendent or Town Manager to exist, including review reports and actions of a jurisdictional and authorized recognized utility administration, including local, state, and federal jurisdictional bodies, any and all property owners, including, but not limited to residential homeowners of new and/or existing homes with newly planted or seeded lawns, may, at the determination of the designated Town Municipal Water Utility Administration, withdraw such water suage approval, and ban such use for the time and direction of use appropriate to remedy the exigent circumstances giving rise to the banning of usage hereby authorized. Upon determination by the Water Utility Administration of remedy to the exigent circumstance causing partial or full water sprinkling ban such partial or full water sprinkling ban is authorized to be lifted, with full restoration to be made.”

SECTION TWO: That all remaining terms and provisions of Town Ordinance Nos. 1385 and 1427 adopted by the Town Council, not amended hereby, are herein ratified and reaffirmed in the entirety. That all terms in Town Ordinance Nos. 1385 and 1427 in conflict with this current and Amendatory Ordinance are repealed regarding these specific terms and provisions.

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

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

SECTION FIVE: That this Amendatory Municipal Water Utility Ordinance and these amended Regulations, shall take effect, and be in full force and effect, from and after 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 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, Council Member

Julie A. Rivera, Council Member

Chuck Becker, Council Member

Mary Joan Dickson, Council Member

Richard C. Thiel, Jr., Council Member

ATTEST:

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



P. O. Box 1602
South Bend, IN 46634

August 9, 2024

Town of Cedar Lake
Attn: Department of Planning, Zoning, and Building
7408 Constitution Ave
Cedar Lake, IN 46303

AMENDED AND RESTATED IRREVOCABLE STANDBY LETTER OF [REDACTED]

Re: Maintenance Letter of Credit for Phase 4 of Birchwood Subdivision

We hereby authorize you to draw on 1st Source Bank, 100 N. Michigan Street, P. O. Box 1602, South Bend, Indiana, 46634, for the account of **Hanover Development LLC, 8051 Wicker Ave, Ste A, Saint John, IN 46373** (Applicant), up to an aggregate amount of Seventy-Three Thousand Nine Hundred Thirty-Eight Dollars and Fifty Cents (**\$73,938.50**) available by your draft at sight drawn on us, when accompanied by this original Amended and Restated Irrevocable Standby Letter of Credit, with all Amendments hereto, and the following:

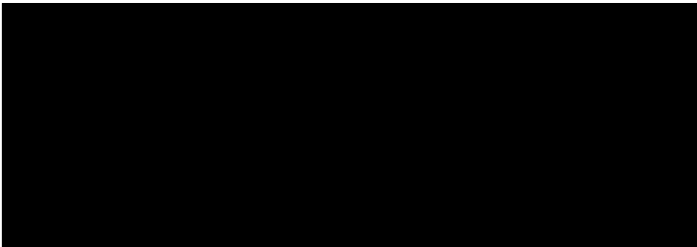
Presentation of your draft (s) at sight drawn on us bearing the clause: "Drawn under 1st Source Bank Amended and Restated Irrevocable [REDACTED] dated August 9, 2024." The original of, and any amendments to, this Irrevocable Letter of Credit must accompany all draws.
See Addendum to the Amended and Restated Irrevocable [REDACTED]

We hereby agree with you that a draft drawn under and in compliance with the terms of this Amended and Restated Irrevocable Standby Letter of Credit shall be duly honored by us upon presentation at this office on or prior to August 21, 2027. Draft must be marked "Drawn under 1st Source Bank Standby [REDACTED] dated August 9, 2024".

This Amended and Restated Irrevocable Standby Letter of Credit is non-transferable.

This Amended and Restated Irrevocable Standby Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600 (the "Uniform Customs").

1ST SOURCE BANK





ADDENDUM TO THE AMENDED AND RESTATED IRREVOCABLE [REDACTED]

August 9, 2024

Town of Cedar Lake
Attn: Department of Planning, Zoning, and Building
7408 Constitution Ave
Cedar Lake, IN 46303

Re: Phase 4 of the Birchwood Farms Subdivision (Hanover Development LLC) – Maintenance Letter of Credit

To Whom it May Concern:

We hereby establish in your favor our Amended and Restated Irrevocable Letter of Credit for the Account of Hanover Development LLC up to an aggregate amount of Seventy-Three Thousand, Nine Hundred Thirty-Eight Dollars and Fifty Cents (\$73,938.50) U.S. DOLLARS which is available by presentation of your draft(s) at sight drawn on us bearing the clause: [REDACTED]

The original of, and any amendments to, this Amended and Restated Irrevocable Letter of Credit must accompany all draws. This Letter of Credit will expire at the close of the regular business day on August 21, 2027, and such drafts and any other required documents must be presented for payment and received by us on or before such date.

We hereby engage with drawers and/or bona fide holders that drafts drawn and negotiated in conformity with the terms of this credit will be duly honored on presentation and that drafts accepted in conformity with the terms of this credit will be duly honored at maturity.

This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Indiana without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. The Agreement has been accepted by Lender in the State of Indiana.



9701 Indianapolis Blvd.
Highland, IN 46322-2620
219.922.2406

BUSINESS BANKING

IRREVOCABLE [REDACTED]

August 21, 2024

Town of Cedar Lake
Attn: Department of Planning, Zoning and Building
7408 Constitution Avenue
Cedar Lake, IN 46303

Re: Phase 2 of the Centennial Estates Subdivision (Cedar Lake Development LLC) –
Maintenance Letter of Credit

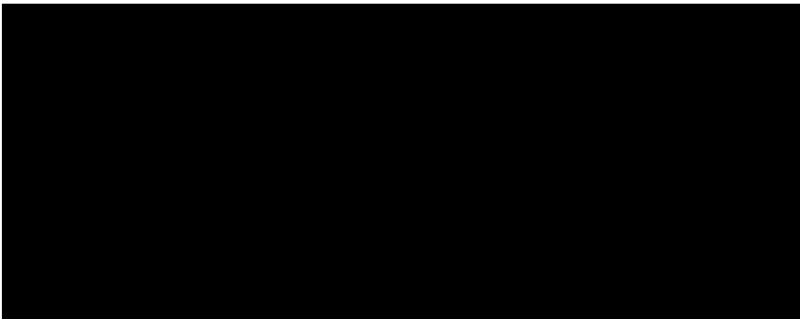
Gentlemen:

We hereby establish in your favor our Irrevocable Letter of Credit for the account of Cedar Lake Development LLC up to an aggregate amount of Fifty-Three Thousand Twelve & 84/100 (\$53,012.84) U.S. DOLLARS which is available by presentation of your draft(s) at sight drawn on us bearing the clause: [REDACTED] dated August 21, 2024.

The original of, and any amendments to, this Letter of Credit must accompany all draws. This Letter of Credit will expire at the close of the regular business day on August 21, 2027, and such drafts and any other required documents must be presented for payment and received by us on or before such date.

We hereby engage with drawers and/or bona fide holders that drafts drawn and negotiated in conformity with the terms of this credit will be duly honored on presentation and that drafts accepted in conformity with the terms of this credit will be duly honored at maturity.

This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Indiana without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Indiana.





9701 Indianapolis Blvd.
Highland, IN 46322-2620
219.922.2406

BUSINESS BANKING

IRREVOCABLE LETTER OF CREDIT [REDACTED]

September 5, 2024

Town of Cedar Lake
Attn: Department of Planning, Zoning and Building
7408 Constitution Avenue
Cedar Lake, IN 46303

Re: Phase 2 of the Centennial Villas Subdivision (Cedar Lake Development LLC) – Performance Letter of Credit

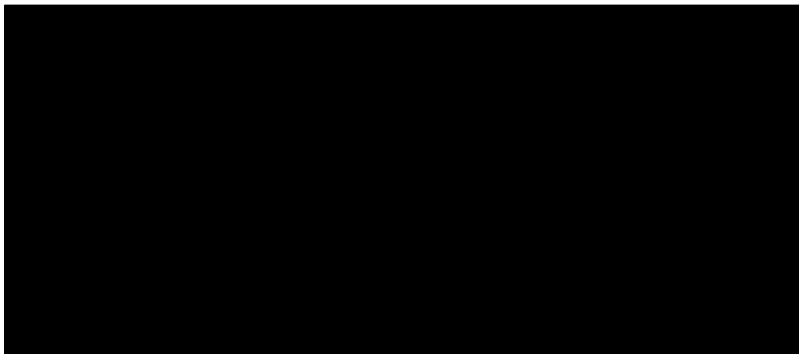
Ladies and Gentlemen:

We hereby establish in your favor our Irrevocable Letter of Credit for the account of Cedar Lake Development LLC up to an aggregate amount of One Hundred Three Thousand Nine Hundred Forty & 34/100 Dollars (\$103,940.34) U.S. DOLLARS which is available by presentation of your draft(s) at sight drawn on us bearing the clause [REDACTED]

The original of, and any amendments to, this Letter of Credit must accompany all draws. This Letter of Credit will expire at the close of the regular business day on September 5, 2025, and such drafts and any other required documents must be presented for payment and received by us on or before such date.

We hereby engage with drawers and/or bona fide holders that drafts drawn and negotiated in conformity with the terms of this credit will be duly honored on presentation and that drafts accepted in conformity with the terms of this credit will be duly honored at maturity.

This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Indiana without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Indiana.



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

This Town of Cedar Lake Firefighter/Emergency Medical Technician (“EMT”)/Paramedic Training Reimbursement Agreement (hereinafter “Agreement”) is made and entered into this 3rd day of September, 2024, by and between the TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, by and through its duly appointed Town Council (hereinafter collectively referred to as “Town”) and [REDACTED] (hereinafter referred to as “Applicant”).

RECITALS

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

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

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

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

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

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

COVENANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. This Agreement has been approved by the Cedar Lake Town Council by an affirmative vote of ___ in favor and ___ against during duly noticed regular public meeting held on the 3rd day of September, 2024, and whereby the Town Fire Chief has been authorized and directed to enter into said Agreement on behalf of the Town.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 3rd day of September, 2024,

[SIGNATURES ON FOLLOWING PAGE]

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

APPLICANT

By: _____
Fire Chief (signature)

Printed Name

Date Signed

By: _____
Applicant (signature)

Printed Name

Date Signed

Approved: _____
Town Council President

Date

Approved _____
Town Clerk-Treasurer

Date

RE: 141st Ave Corridor Survey

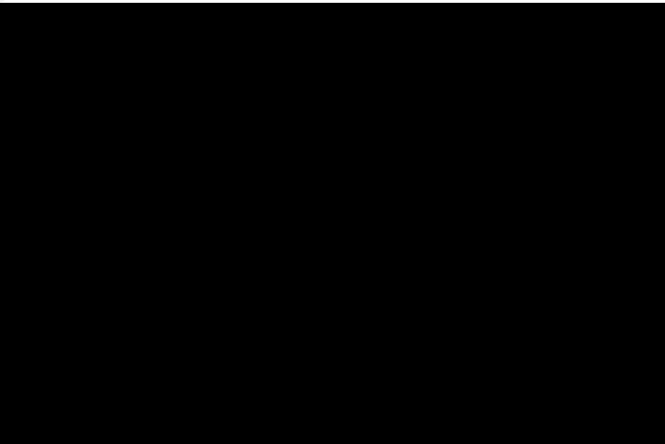
[↩ Reply](#) [↩ Reply All](#) [→ Forward](#) [⋮](#)

Mon 8/26/2024 5:24 PM

External Email

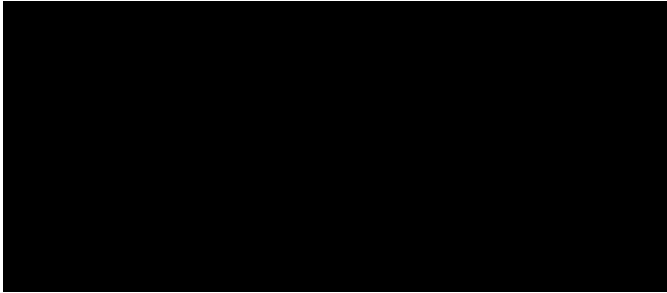
Sure thing.

The survey of 141st Avenue is necessary to provide a basis for a concept level design to prepare a cost estimate for reconstruction of the corridor.





July 17, 2024



RE: ROW – Corridor Topography Survey Proposal 141st Avenue, Cedar Lake, Indiana 46303, Sec. 33-34-9



As per your request for a proposal received via e-mail on July 10, 2024, DVG Team, Inc., (DVG) proposes professional Land Surveying Services for the project referenced above as follows:

Scope of Services for ROW Survey:

Measure topographic information within full right of way of W. 141st Avenue from 200 feet east of Parrish Avenue to the Town Corporation Limit and 50 ft. past the right of way lines where accessible. All utilities, structures, etc. to be included.

Topographic Measurement to Include:

Horizontal Control: Utilizing state plane coordinates, DVG will set recoverable primary control utilizing GPS equipment based on NGS Control Monumentation (Horizontal datum will be tied to State plane coordinates).

Vertical Control: DVG will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed NGS Control Monumentation (NAVD88 vertical control datum).

Existing Right-of-Way: establish the approximate existing right-of-way of the roadway within the project limits based on monumentation found in the field, subdivision plats and any other available information.

Topographic Survey: field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, road culverts, etc. Measure all rim and invert elevations, utility sizes & type.

Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground visible facilities of any additional underground utilities electric, cable, etc. will also be located.

Base Mapping: DVG will compile all the above information onto a base map at 1'=20' scale that is representative of existing conditions for use as the base sheet for the design of the project.

Deliverable:

A digital drawing in an ACAD format containing 3D break lines and points along with a Land .xml file.

Time Frame:

It is estimated that the project will be completed within 20 business days of being given an authorization to proceed.

Compensation:

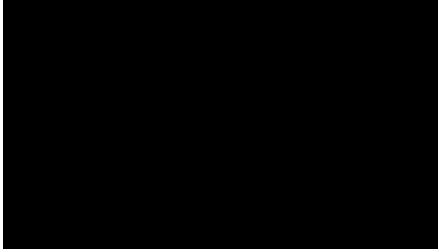
Lump Sum Fee: \$9,500

Thank you for the opportunity to provide this proposal. By affixing your signature below, you expressly agree that this "proposal" transforms into a legally binding Agreement. In doing so, you unconditionally accept and affirm all the Terms and Conditions outlined on the subsequent pages following this signature page. It is acknowledged that you have been afforded ample opportunity to thoroughly review all the attached Terms and Conditions. You fully comprehend the content therein and willingly consent to be irrevocably bound by them. Your signature serves as an unequivocal affirmation of your understanding, acceptance, and commitment to abide by the Terms and Conditions attached hereafter.

This proposal is valid for 60 days.

Respectfully,

DVG Team Inc.



Accepted by:

Name: _____

Date: _____

Agreement Terms and Conditions

ARTICLE 1: SCOPE OF SERVICES

DVG Team Inc. ("DVG") pledges to undertake all surveying and engineering services for the entity or individual mentioned above, the signatory of the Proposal, hereafter referred to as the "Client." The entirety of services provided by DVG for the Client will be denoted as the "Project." Upon the Client's endorsement of the Proposal, both parties mutually recognize the legally binding nature of the proposal, constituting an Agreement that obligates both parties to the specified services and the accompanying terms and conditions as stated herein. DVG, at its sole discretion, will inform the Client of any identified errors, inconsistencies, or omissions that may require adjustments to the terms of this Agreement.

ARTICLE 2: ADDITIONAL SERVICES and CHANGES

The Client, without voiding the Agreement, retains the right to request modifications or additional services within the overall scope of the Agreement. However, such changes or additions will only be binding if authorized through a written directive provided by the Client and agreed upon, in writing by DVG, referred to hereafter as a "Change Order." DVG will be entitled to compensation for additional services requested in written form by the Client, not originally defined in the Scope of Services of the initial Agreement, at DVG's hourly rates as attached or at a fee mutually established in writing by the Client and DVG or at the sole discretion of DVG, whichever DVG so chooses. The Client also assumes responsibility for any extra work performed by DVG outside the scope as stated herein and the Proposal, which is made of DVG at the request of the Client and/or Contractor in privity with DVG, whether such request is formally agreed upon in writing or not. Such additional work and expense may be executed at the sole discretion of DVG, unless explicitly agreed upon in writing by all involved Parties. The rates listed on the attached Hourly Rate Schedule are subject to change at DVG's sole discretion without prior notice to the Client, and such changes will be based on prevailing Engineering and Surveying conditions. If these conditions alter due to factors beyond the control of DVG, such as labor demands, wage fluctuations, overhead adjustments, strikes, congestion, or other causes, resulting in an increased cost of service, the rates may be revised without notice. Alternatively, the charge for services may be assessed based on the specific personnel involved in Engineering and/or Surveying. The Client acknowledges and authorizes that these rates may change at DVG's sole discretion, and the Client agrees to be bound by any such changes as notified by DVG.

ARTICLE 3: TIME OF COMMENCEMENT AND COMPLETION

Time is of the essence in this Agreement. The services to be performed by DVG as defined in this Agreement shall be commenced upon written notice to DVG that the Client is ready to proceed as outlined herein, or as DVG's schedule permits, in DVG's sole discretion.

ARTICLE 4: ISSUE FOR CONSTRUCTION PLAN SETS

DVG will furnish "ISSUE FOR CONSTRUCTION" plan sets to the Client and, upon request, to all other involved Parties. It is imperative that all parties exclusively rely on the engineering provided in the "ISSUE FOR CONSTRUCTION" plan sets for site construction. DVG explicitly disclaims and cannot be held responsible for any construction issues arising from the use of engineering plan sets other than those specifically labeled "ISSUE FOR CONSTRUCTION," directly issued by authorized DVG personnel.

ARTICLE 5: COMPENSATION

The services outlined in this Agreement must be compensated according to the conditions specified therein. All payments are required to be settled within 90 days from the date of the invoice issued by DVG. Payments made after this period are considered past due, and a late fee of 1.5% per annum, compounded monthly, will be applied to the outstanding balance.

ARTICLE 6: INSURANCE

DVG will maintain insurance coverage as mandated by Indiana law. Upon request, a Certificate verifying insurance coverage may be furnished to the Client. In projects involving construction, the Client commits to obliging its construction contractor to designate DVG and the Client as additional insured parties on policies related to the Project. DVG shall receive a copy of the active policy as evidence of it being named as an additional insured. Failure to furnish satisfactory proof of insurance to DVG after its request may result in the termination of this Agreement and the immediate payment of all outstanding sums owed to DVG, in DVG's sole discretion.

ARTICLE 7: INDEMNIFICATION

To the fullest extent permitted by law, the Client shall indemnify and hold harmless DVG, DVG's officers, directors, partners employees, consultants and agents from and against costs, losses and damages including but not limited to reasonable fees and charges of engineers, architects, attorneys and other professionals and paraprofessionals and reasonable court or arbitration or other dispute resolution costs caused by the acts or omissions of the Client, the Client's officers, directors, partners, employees, agents, assigns and consultants with respect to this Agreement.

ARTICLE 8: LIMITS OF LIABILITY

The Client acknowledges and agrees that no individual employee of DVG shall bear personal liability to the Client and/or Contractor. Furthermore, the Client agrees, to the maximum extent allowed by law, that DVG's overall liability for any injuries, claims, losses, expenses, or damages arising from, or in connection with, this Project or this Agreement, including but not limited to instances of gross negligence, negligence, errors, omissions, breach, strict liability, or breach of contract and the like or any other dispute between the Parties, shall not exceed the total compensation received by DVG under this Agreement.

ARTICLE 9: NON-DISCRIMINATION

DVG adheres to all applicable state and federal laws pertaining to the prevention of discrimination.

ARTICLE 10: STANDARD

DVG allocates the requisite time to meet its responsibilities under this Agreement as is determined in DVG's sole discretion. The deadlines specified in this Agreement, if applicable, are obligatory for the Client and may only be modified through written agreement by both Parties or at the sole discretion of DVG, whichever DVG so chooses.

ARTICLE 11: CONFIDENTIALITY

Considering the collaborative nature of engineering, surveying, and construction projects, multiple parties are typically engaged in the areas of service outlined in this Agreement. Unless expressly instructed otherwise in writing, if a Client or someone claiming to be an agent of the Client reaches out to DVG, DVG will assume that they possess the authority to communicate with the said Client or the agent asserting or appearing to hold an agency relationship with the Client. The Client acknowledges the obligation to formally notify DVG in writing of any parties with whom DVG is restricted from having contact concerning the services specified in this Agreement.

ARTICLE 12: TERMINATION/BREACH

Either Party to this Agreement has the right to terminate the Agreement by providing seven (7) calendar days' prior written notice to the other Party. Upon termination of this Agreement by either Party, the Client is obligated to settle full payment to DVG within thirty (30) calendar days for all services rendered and direct and consequential costs incurred by DVG up to the termination date. In the event of termination by the Client or any agent of the Client or Real Property Owner upon which the Project is located, the Client is required to pay DVG the proposed amounts for services rendered. Additionally, the Client shall cover all costs incurred, as determined by DVG in its sole discretion, associated with the early termination of this Agreement. These costs include, but are not limited to, reassignment of personnel, related overhead costs, attorney and paraprofessional fees and costs, and all other expenses directly resulting from the termination by the Client. A breach of contract is defined as the failure of the Client to fulfill any obligations outlined in this Agreement, either wholly or partially and either in a timely or satisfactory manner. The initiation of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against the Client, its agents, assigns, or the Real Property Owner upon which these services are based, or the appointment of a receiver or similar officer for the Contractor or any of its property, which is not vacated or fully stayed within 30 days after the initiation of such proceedings, shall also constitute a breach of contract. In the event of a breach by the Client, or as described herein, DVG reserves the right, at its discretion, to immediately cease work until the Client's breach is resolved. If the Client's breach is not promptly resolved, as determined by DVG's sole discretion, all amounts due under the terms of this Agreement shall become immediately due and payable to DVG upon written demand to the Client.

ARTICLE 13: SUCCESSORS AND ASSIGNEES

The Client hereby binds the Real Property Owner upon which the services are rendered and/or that is affected by such services, as well as its affiliates, associates, assignees, shareholders, investors, successors, principals, related companies, employees, contractors, sub-contractors, attorneys, and any similar entities. With the exception of the aforementioned binding, the Client is prohibited from assigning, subletting, or transferring its interest in this Agreement without the explicit written consent of DVG.

ARTICLE 14: MERGER

This Agreement, together with the original Proposal attached and incorporated herein by reference, constitutes the complete understanding between the Parties and accurately delineates the rights, duties, and obligations of each Party as of the date of this Agreement. In the event of any conflict or inconsistency between any term, condition, provision, requirement, or specification in the main body of this Agreement and those in the executed Proposal, the provisions in the main body of the Agreement shall prevail. Any prior agreements, promises, negotiations, or representations between the Parties not explicitly mentioned in this Agreement or the executed Proposal are not legally binding. Any subsequent modifications to this Agreement must be in writing and signed by all Parties involved.

ARTICLE 15. WAIVER

The Parties recognize that throughout the negotiations leading to this Agreement, each had unrestricted rights and opportunities to present demands and proposals on any subject not prohibited by law from the bargaining process. The understandings and agreements reached by the Parties after exercising these rights and opportunities are delineated in this Agreement and the executed Proposal attached hereto and incorporated herein. The waiver of any provision or requirement by DVG does not imply a waiver of such provisions or requirements in the future and does not constitute a modification of this Agreement.

ARTICLE 16. SEVERANCE

If any provision or part of a provision of this Agreement is or becomes invalid, illegal or unenforceable, such finding shall not impact the enforceability of the remaining provisions. The parties involved will substitute the unenforceable provision with a valid one that closely mirrors the intent and economic impact of the original provision in DVG's sole discretion. A waiver by DVG to pursue a breach of any provision in this Agreement does not constitute a waiver to pursue subsequent breaches.

ARTICLE 17. CROSS COLLATERALIZATION:

The Client hereby acknowledges the following: The Client is obligated to pay not only the referenced indebtedness in this Agreement but also any and all indebtedness owed to DVG for any and all accounts and agreements that have not been fully settled, regardless of whether the previous accounts and agreements relate to the Proposal above. It is presumed that any clause in any agreement encompasses all indebtedness on accounts or agreements with DVG of any kind, and any amount owed to DVG on any agreement remains in force until all accounts or agreements are entirely paid. No account is considered fully paid until all accounts and agreements are settled. The Client, Real Property Owner affected by this Project, its agents, heirs, assigns, and employees are jointly and severally liable for the payment of the total indebtedness to DVG on any and all amounts owed for any Client account in this Agreement or any other. DVG, at its discretion, may treat the indebtedness and any other indebtedness of the same Client as related agreements and separate and independent obligations of the Client, or may treat some or all of the agreements, and all or any part of the total indebtedness, as a single, integrated indebtedness of DVG. No invalidity, irregularity, or unenforceability of all or any part of the total or related indebtedness shall affect, impair, or be a defense to the recovery by DVG of the indebtedness by Client on any and all agreements. It is the intention of DVG and the Client that the Client's obligations to pay any and all indebtedness herein contemplated, or any debt owed on any agreement outside of this Agreement to DVG shall be independent, primary, and absolute. These obligations are to be performed without demand by DVG and shall be unconditional, irrespective of the genuineness, validity, regularity, or enforceability of any Agreement, and without regard to any circumstance other than payment in full of the Client's total indebtedness, which might otherwise constitute a legal or equitable discharge of a Client or a Real Property Owner. The Client waives, to the fullest extent permitted by law, all rights to require DVG to proceed against any related Client or related debt on any account or balance or agreement with DVG, or against any guarantor of any of the total indebtedness, or to pursue any other right or remedy DVG may now or hereafter have against any related Client or any collateral for any of the total indebtedness. Any default under the terms and provisions of this Agreement or any other agreement between DVG and the Client entitles DVG to exercise each and every right available to it under each and every one of said documents. This includes, but is not limited to, the right to foreclose against and sell any property, whether real or personal, to satisfy any and all debts owed to DVG.

ARTICLE 18. CHOICE OF LAW/LIEN NOTICE

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, and the obligations, rights, and remedies of the Parties hereunder shall be determined in accordance with such laws. Any legal action arising from this Agreement shall be initiated in the State of Indiana, County of Lake, in the Commercial Court in said county, at the sole discretion of DVG. To the extent that the law necessitates any pre-lien notice to the Real Property Owner, the Client hereby grants and agrees that the Client is an agent of the Real Property Owner for the purposes of satisfying any pre-lien notice required under Indiana law. Consequently, the Client accepts this Agreement as the pre-lien notice for a mechanics lien should pre-lien notice be required. DVG's potential lien would be for any sums owing to DVG or owed pursuant to this Agreement. The lien attaches to any property in which the Client is the owner, and the Client is acting as an agent of the Real Property Owner upon which services benefit.

ARTICLE 19. ATTORNEY'S FEES.

If DVG chooses to seek the advice of an Attorney in any matter regarding this Agreement, in DVG's sole discretion, regarding the Client and/or the Real Property Owner, whose property is the subject of the services mentioned herein, DVG shall be entitled to full reimbursement for its attorney fees, paraprofessional fees, court costs, and other expenses as defined herein.

ARTICLE 20. EFFECTIVE DATE:

This Agreement becomes effective as upon the Client's signature on the Proposal. The Client's responsibility to compensate for services rendered will be retroactive to the date when DVG initially performed services. In the event this Agreement does not come into effect, the Client remains obligated to remunerate DVG for the value of any services performed on their behalf by DVG at a minimum rate of a *Principal* as denoted on the Hourly Rate Schedule attached hereto and made a part hereof.

ARTICLE 21. CONTRA PROFERENTEM

None of the Parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof, and no part of this Agreement shall be construed against any Party on the basis that the particular Party is the drafter of any part of this Agreement.

ARTICLE 22. CLIENT/OWNER AFFIRMATION

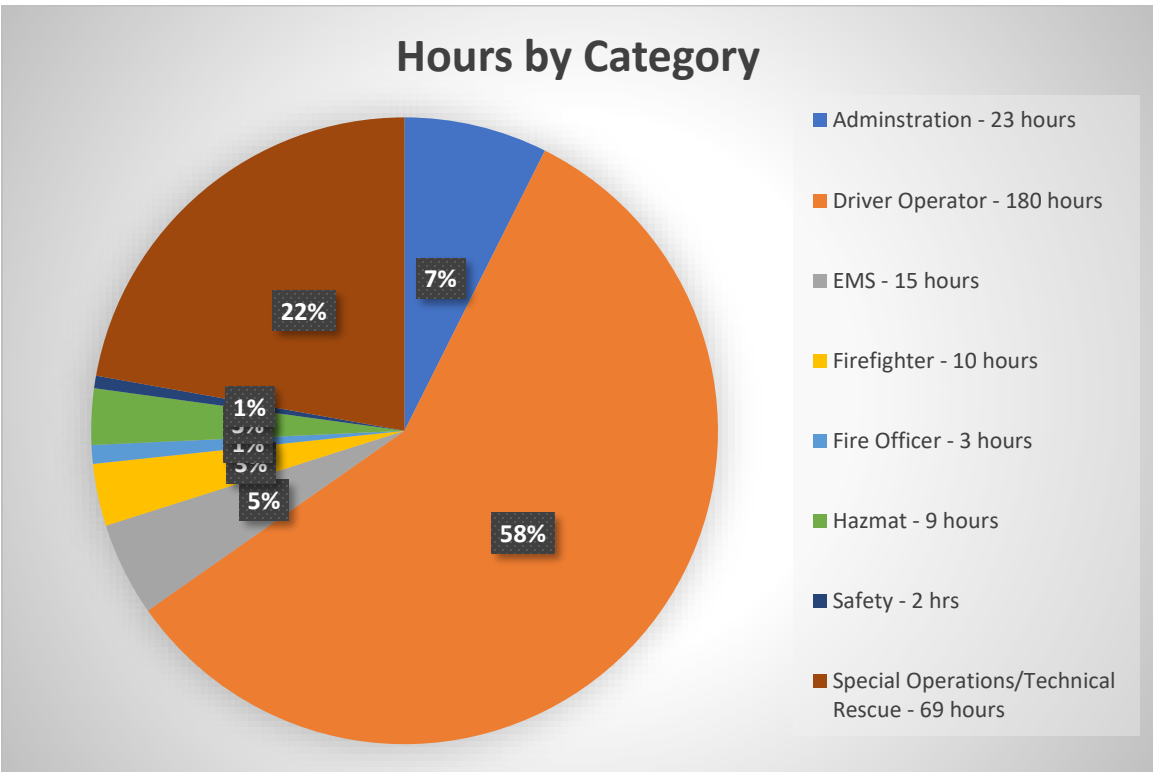
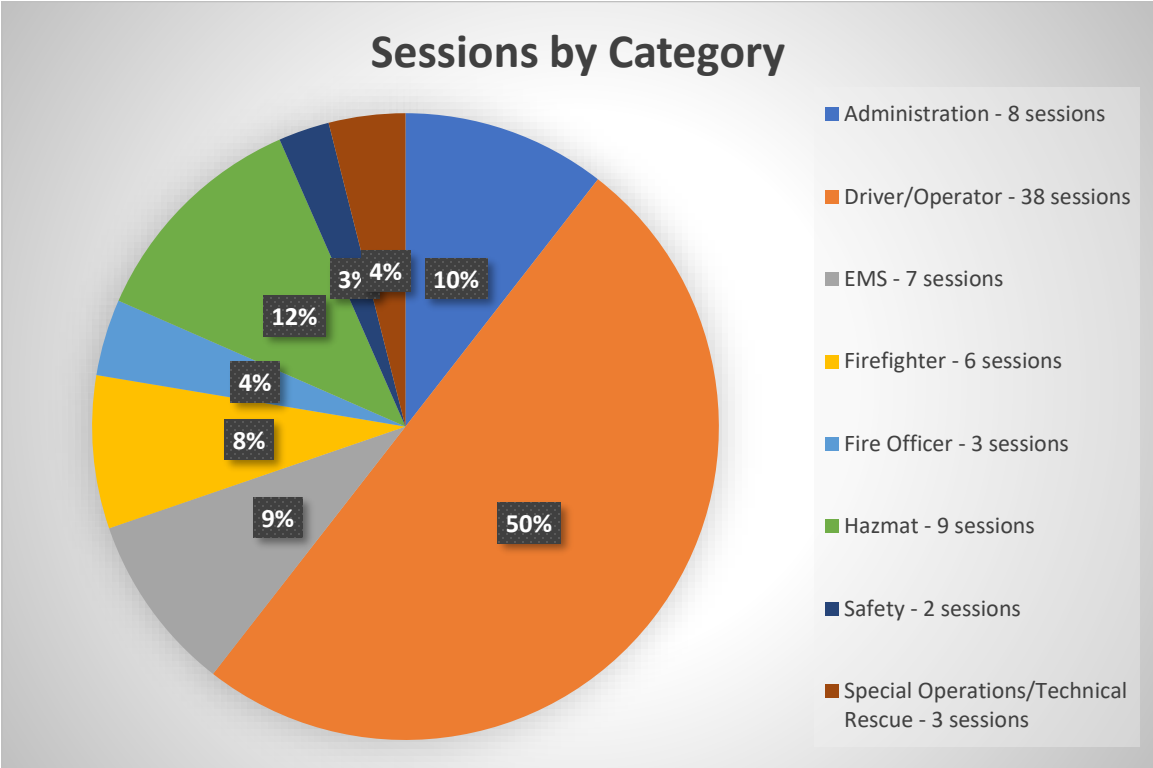
The Parties outlined on the Proposal swear and affirm under the penalties of perjury that they are executing this Agreement with full authority to do so, to bind the respective Parties and companies to this Agreement and have fully read and understand the Agreement as well as reviewed and agreed to all information contained in any Exhibits referenced herein.

ARTICLE 23. HEADINGS NOT BINDING.

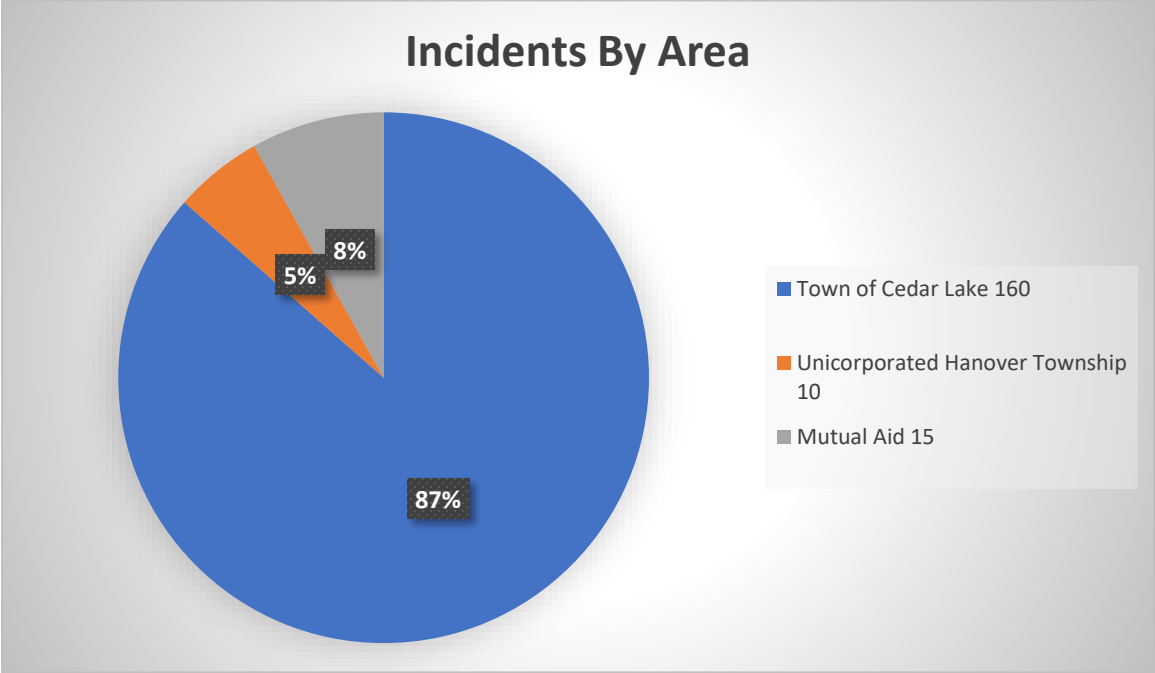
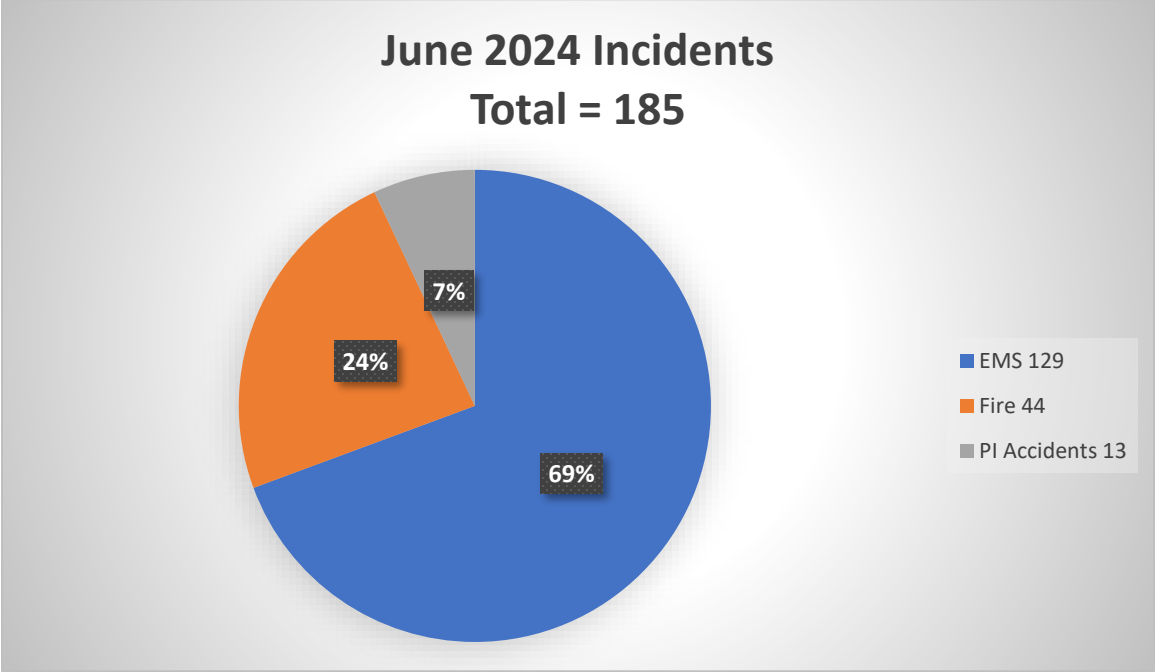
The headings and captions in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

June 2024 Training Report

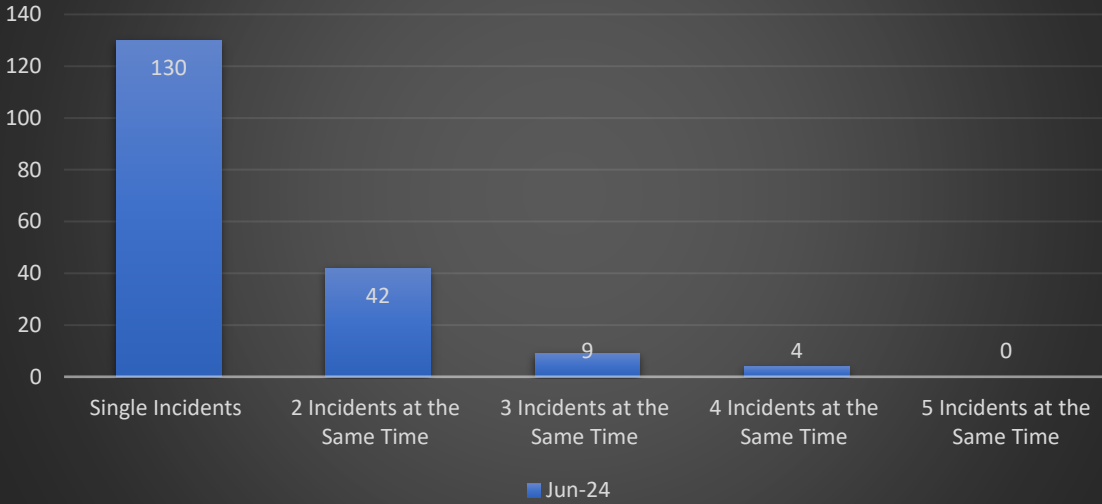
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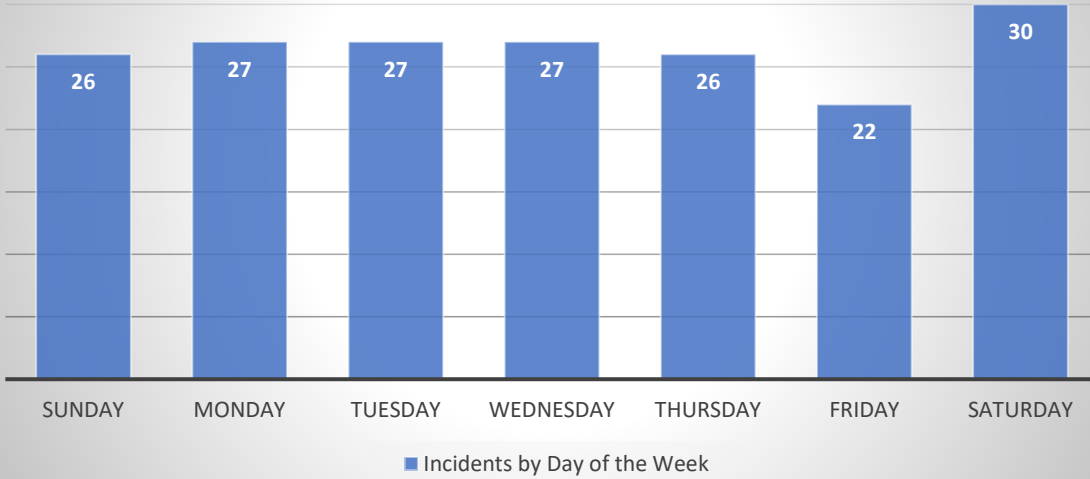
June 2024 Operations Report



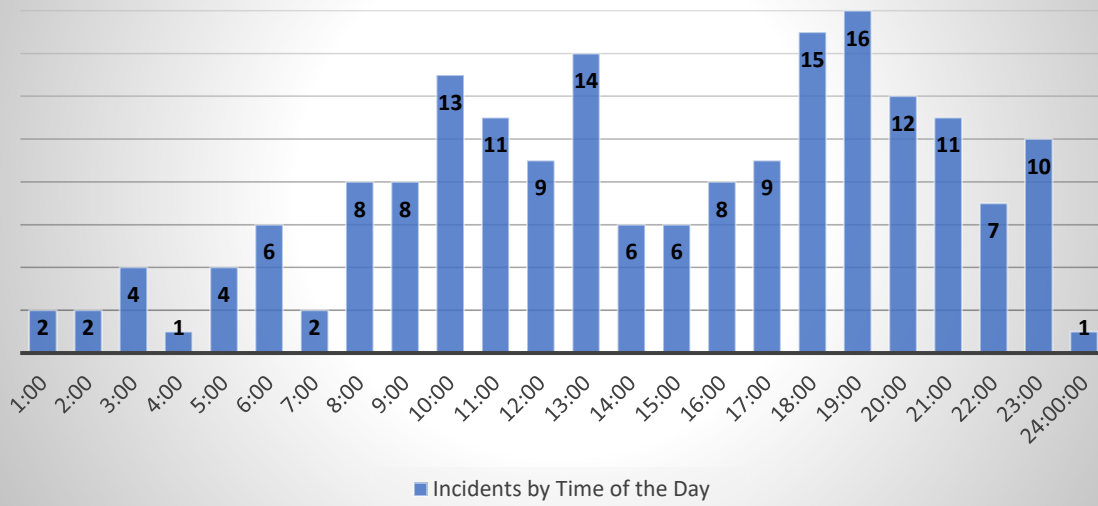
Overlapping Incidents 42% of the time



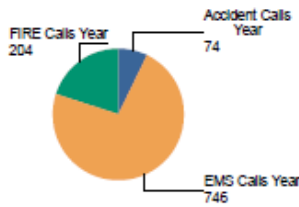
Incidents by Day of the Week



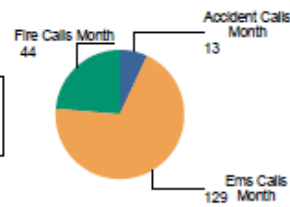
Incidents by Time of the Day



**Cedar Lake Fire Department
Monthly Summary Report
1/1/2024 to 6/30/2024**



Accident Calls Year	7.2%
EMS Calls Year	72.9%
FIRE Calls Year	19.9%
Total:	100.0%



Accident Calls Month	7.0%
Ems Calls Month	69.4%
Fire Calls Month	23.7%
Total:	100.0%

Average Daily Calls for Service: 5.67

Yearly Totals

Death Investigtn	1
EMS Abdominal	17
EMS Allergic	5
EMS Animal Bite	3
EMS Assault	7
EMS Back Pain	8
EMS Bleeding	11
EMS Breathing	54
EMS Chest Pain	32
EMS Choking	7
EMS Death	2
EMS Diabetic	19
EMS Eye Injury	2
EMS Fall	109
EMS Full Arrest	17
EMS Gunshot	2
EMS Headache	1
EMS Heart Prob	18
EMS Heat / Cold	1
EMS Lift Assist	110
EMS Misc	3
EMS Overdose	15
EMS Pregnancy	3
EMS Psych	50
EMS Seizure	24
EMS Sick Person	108
EMS Stabbing	2
EMS Standby	10
EMS Stroke	22
EMS Trauma	17
EMS Uncons	42
EMS Unknown	25
Fall	1
FIRE Alarm	28
FIRE Appliance	1
FIRE Assist	10
FIRE Brush	5
FIRE CO Alarm	20
FIRE Electrical	2
FIRE Garage	1
FIRE Gas IN	14
FIRE Gas OUT	5
FIRE Inspection	1
FIRE Investigat	1
FIRE Marine	2
FIRE Misc	5

Monthly Totals

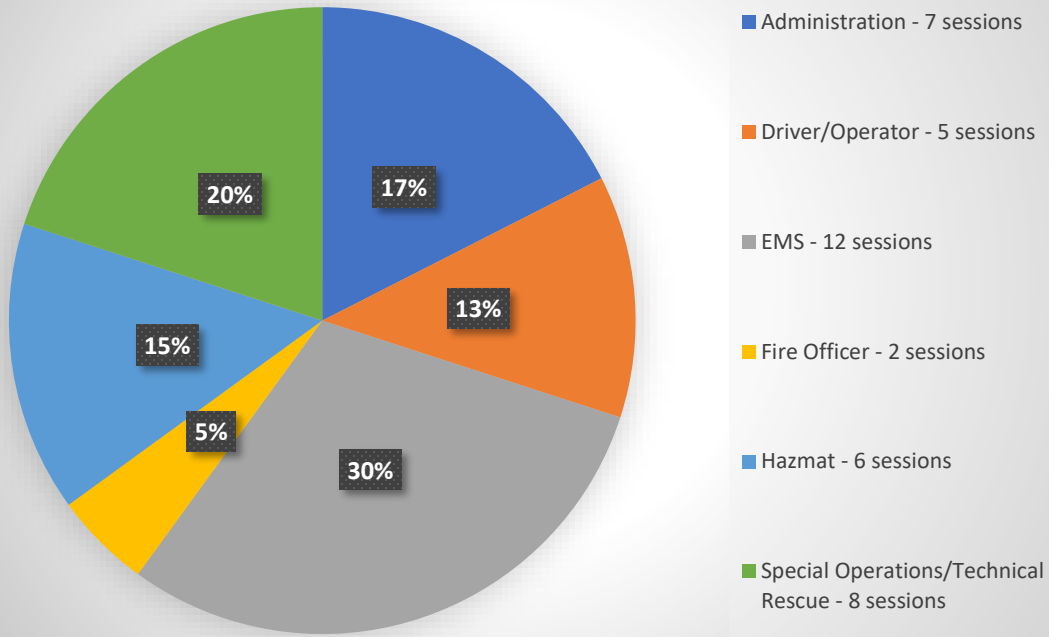
EMS Abdominal	4
EMS Allergic	1
EMS Animal Bite	1
EMS Assault	1
EMS Back Pain	1
EMS Bleeding	3
EMS Breathing	8
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EMS Choking	3
EMS Diabetic	3
EMS Fall	13
EMS Full Arrest	4
EMS Gunshot	1
EMS Heart Prob	4
EMS Lift Assist	17
EMS Overdose	5
EMS Pregnancy	1
EMS Psych	12
EMS Seizure	4
EMS Sick Person	20
EMS Standby	1
EMS Stroke	2
EMS Trauma	5
EMS Uncons	9
EMS Unknown	3
FIRE Alarm	8
FIRE CO Alarm	1
FIRE Gas IN	4
FIRE Gas OUT	2
FIRE Investigat	1
FIRE Marine	1
FIRE Misc	3
FIRE Odor	1
FIRE Outside	5
FIRE Standby	2
FIRE Structure	8
FIRE Utility	3
FIRE Vehicle	3
FIRE Washdown	1
FIRE Water Resc	1
PI Accident	13
Total for Month:	186

FIRE Mutual Aid	5
FIRE Odor	5
FIRE Outside	13
FIRE Rubbish	1
FIRE Smoke In	1
FIRE Smoke Odor	1
FIRE Smoke Out	2
FIRE Standby	12
FIRE Structure	47
FIRE Utility	12
FIRE Vehicle	4
FIRE Washdown	2
FIRE Water Resc	4
PD Accident	1
PI Accident	73
Welfare Check	1
Total for Year:	1,027

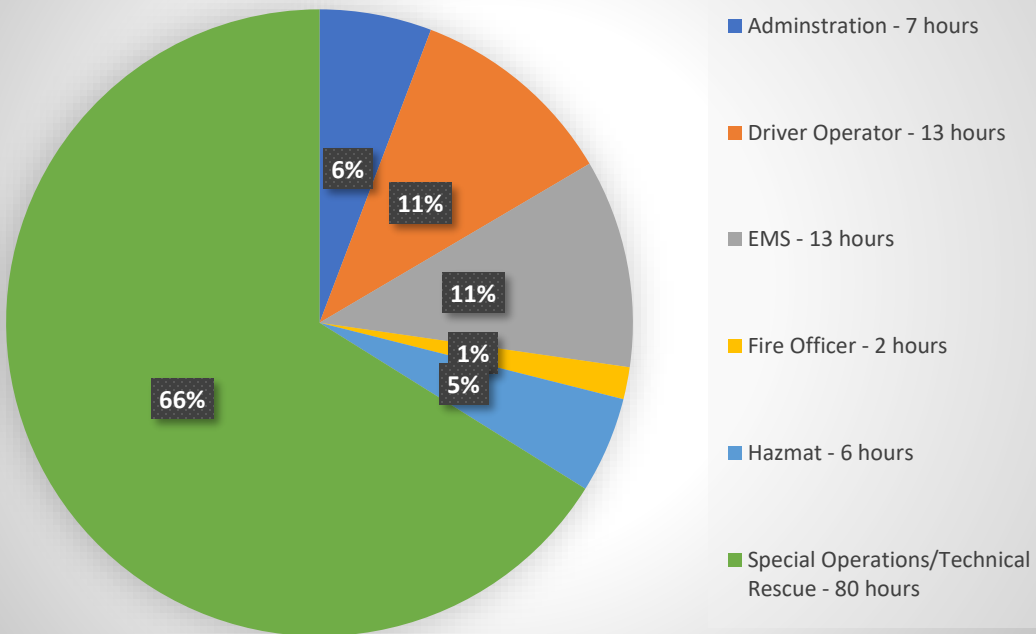
July 2024 Training Report

Hours Logged: 121

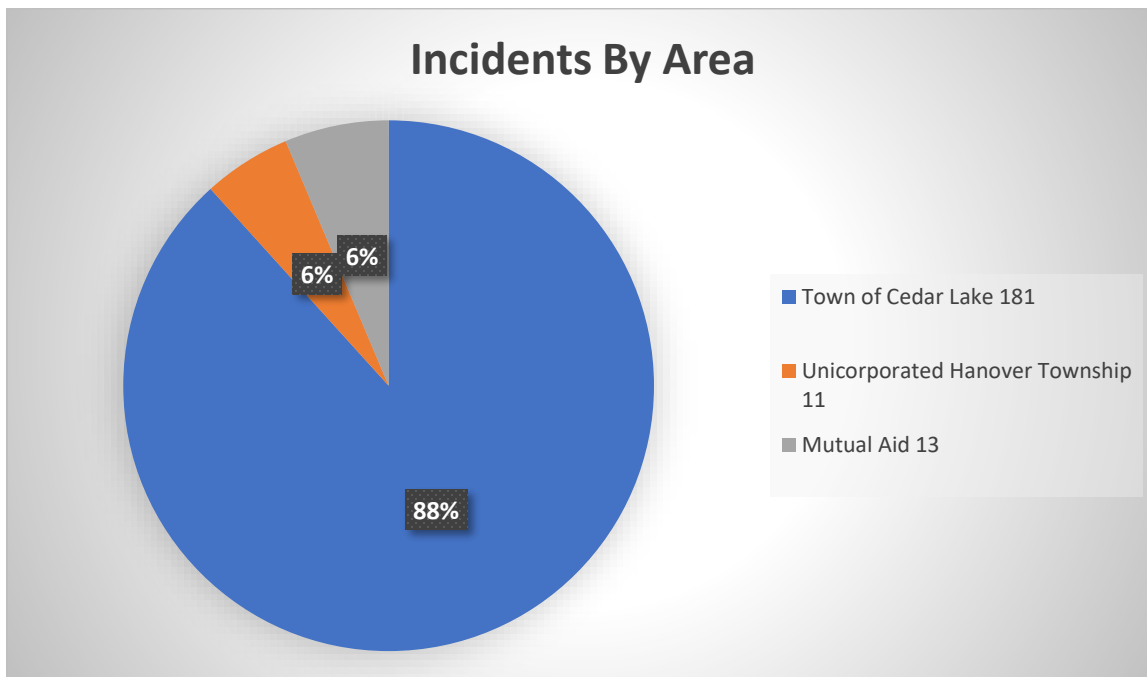
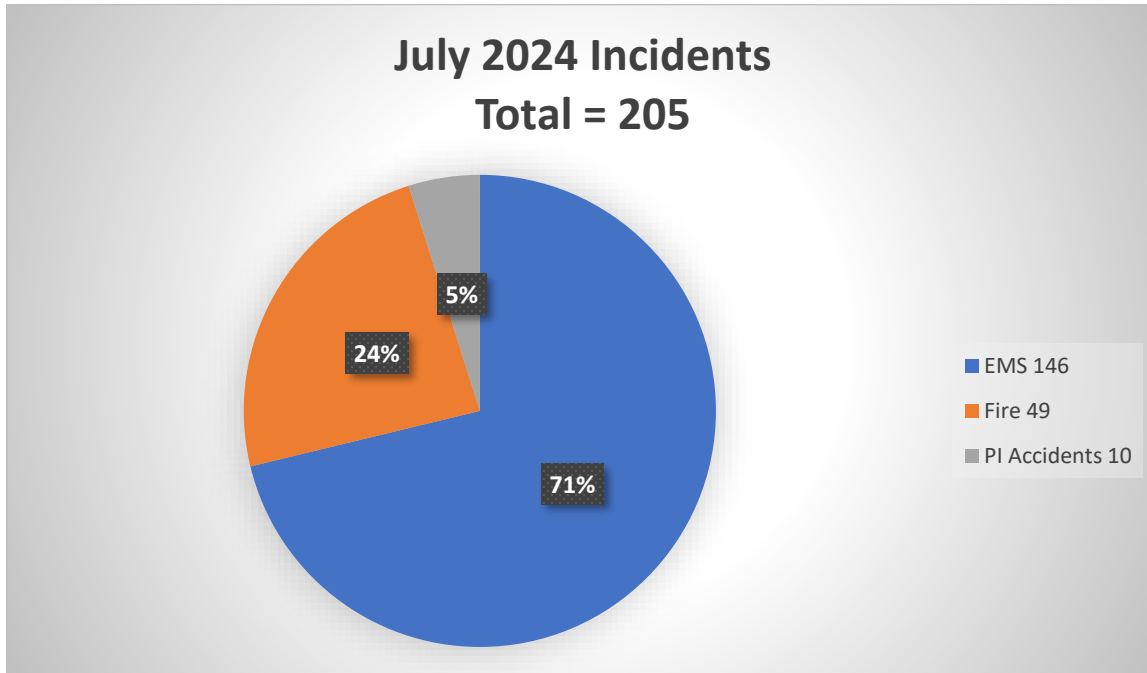
Sessions by Category



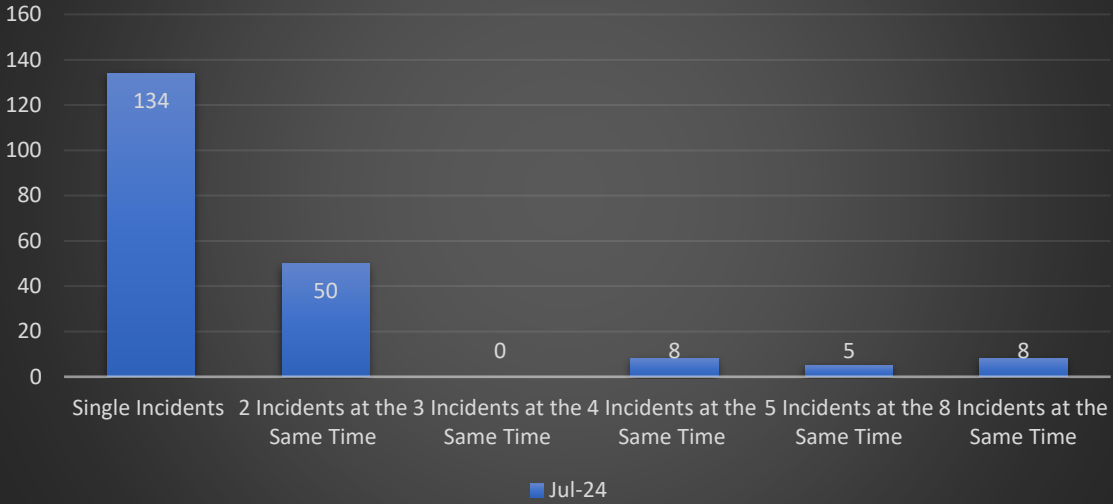
Hours by Category



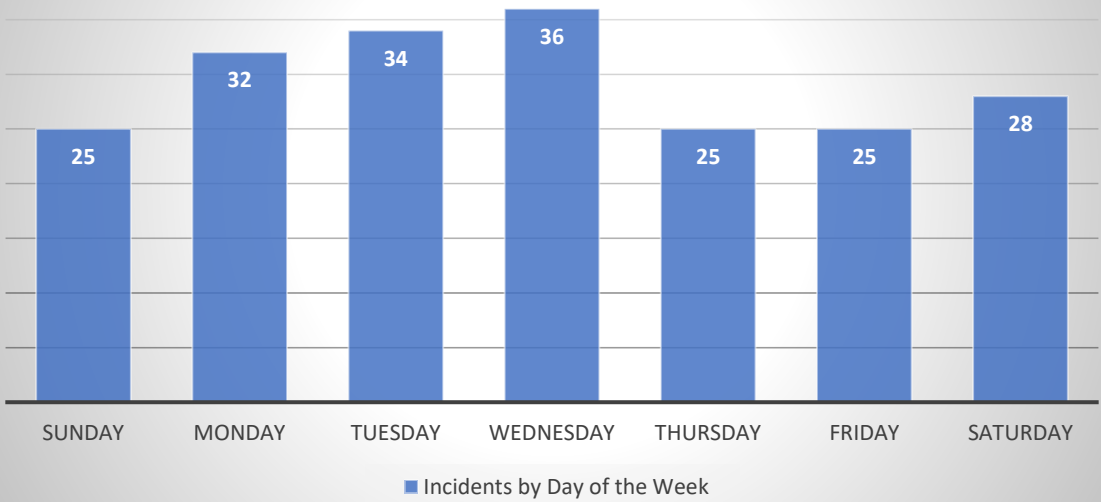
July 2024 Operations Report



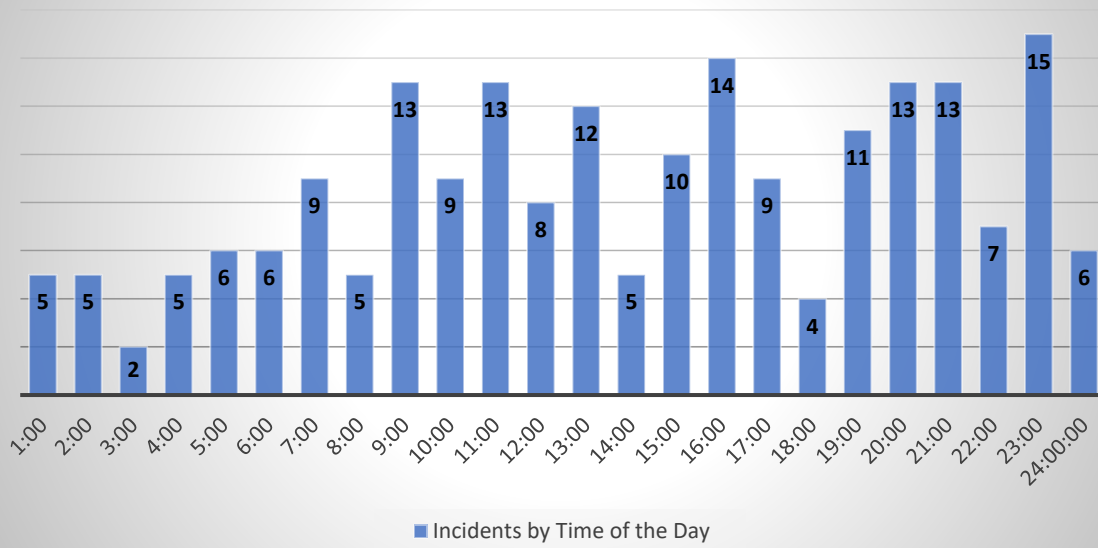
Overlapping Incidents 52% of the time



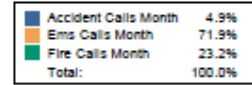
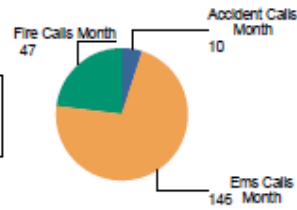
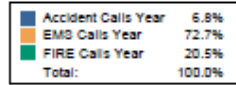
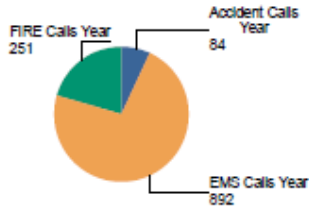
Incidents by Day of the Week



Incidents by Time of the Day



**Cedar Lake Fire Department
Monthly Summary Report
1/1/2024 to 7/31/2024**



Average Daily Calls for Service: 5.81

Yearly Totals

Battery	1
Death Investgtn	2
EMS Abdominal	22
EMS Allergic	6
EMS Animal Bite	5
EMS Assault	9
EMS Back Pain	9
EMS Bleeding	15
EMS Breathing	69
EMS Burns	1
EMS Chest Pain	36
EMS Choking	7
EMS Death	3
EMS Diabetic	23
EMS Eye Injury	3
EMS Fall	122
EMS Full Arrest	17
EMS Gunshot	2
EMS Headache	1
EMS Heart Prob	22
EMS Heat / Cold	1
EMS Lift Assist	131
EMS Misc	4
EMS Overdose	18
EMS Pregnancy	3
EMS Psych	57
EMS Seizure	28
EMS Sick Person	130
EMS Stabbing	3
EMS Standby	10
EMS Stroke	26
EMS Trauma	21
EMS Uncons	53
EMS Unknown	35
Fall	1
FIRE Alarm	34
FIRE Appliance	1
FIRE Assist	15
FIRE Brush	6
FIRE CO Alarm	21
FIRE Dive Recvy	1
FIRE Electrical	3
FIRE Garage	1
FIRE Gas IN	14
FIRE Gas OUT	7
FIRE Inspection	1

Monthly Totals

Battery	1
Death Investgtn	1
EMS Abdominal	5
EMS Allergic	1
EMS Animal Bite	2
EMS Assault	2
EMS Back Pain	1
EMS Bleeding	4
EMS Breathing	15
EMS Burns	1
EMS Chest Pain	4
EMS Death	1
EMS Diabetic	4
EMS Eye Injury	1
EMS Fall	13
EMS Heart Prob	4
EMS Lift Assist	21
EMS Misc	1
EMS Overdose	3
EMS Psych	7
EMS Seizure	4
EMS Sick Person	22
EMS Stabbing	1
EMS Stroke	4
EMS Trauma	4
EMS Uncons	11
EMS Unknown	10
FIRE Alarm	6
FIRE Assist	5
FIRE Brush	1
FIRE CO Alarm	1
FIRE Dive Recvy	1
FIRE Electrical	1
FIRE Gas OUT	2
FIRE Marine	1
FIRE Misc	2
FIRE Odor	1
FIRE Outside	4
FIRE Smoke Odor	1
FIRE Standby	3
FIRE Structure	8
FIRE Utility	8
FIRE Water Resc	2
PD Accident	1
PI Accident	9

FIRE Investigat	1
FIRE Marine	3
FIRE Misc	7
FIRE Mutual Aid	5
FIRE Odor	6
FIRE Outside	17
FIRE Rubbish	1
FIRE Smoke In	1
FIRE Smoke Odor	2
FIRE Smoke Out	2
FIRE Standby	15
FIRE Structure	55
FIRE Utility	20
FIRE Vehicle	4
FIRE Washdown	2
FIRE Water Resc	6
PD Accident	2
PI Accident	82
Welfare Check	1
Total for Year:	1,232

Total for Month: 205

TOWN OF CEDAR LAKE
Mindi Ray, Superintendent
Parks and Recreation

7408 Constitution Ave – PO Box 707
Cedar Lake, IN 46303
Tel (219) 374-7000 x 161



SUPERINTENDENT'S REPORT
August 2024

1. 5 YEAR MASTER PLAN UPDATE

- **Memo from Context Design**
- **Steering committee meeting met August 22, 2024**
 - **Survey total of 416**
 - **Survey results were shared with the committee**
 - **Goals and Objectives to be outlined from Park Board with Steering Committee input.**
 - **Project timeline to be outlined from Context Design monthly memo.**

2. DOG PARK

- **Current Membership 111 at the time of this report (8/23/24)**

3. BEAUTIFICATION PROJECT

- **Girl Scout Troop 35615 was awarded the Philip J Becker Eco Advocacy Award and identified the Cedar Lake Parks Department as the recipients of the beautification project. The Park Office will be spruced up with fall flowers and decorations in September.**

4. STAFFING

- **Custodian -Job Description Attached for Review**
 - **I have identified the need for part-time custodial position(s) since the department has assumed all custodial duties of the clubhouse and restroom facilities on town grounds this year. I would like to hire one part-time custodian for the remainder of 2024 and an additional custodian in the Spring of 2025.**

- **Recreation Specialist -Job Description Attached for Review**
 - I have observed the need for additional staffing with programs and events this year. The Park crew workers have been utilized for various comp time opportunities when running concerts, movies in the parks, assisting at programs and events. As we continue to offer more programs, annual and community events, I foresee the parks crew comp hours maxing out, resulting in overtime hours. We do utilize the “all hands on deck” approach for larger events, however I believe creating a part-time recreation specialist position to conduct regular programming and events would be a better solution to staffing is concerned.

5. PROJECTS

- **Cedar Creek Fence Project**
 - Black cyclone fencing will be installed on the creek side of this park parcel in the upcoming weeks.
- **Cedar Crest Slide Modification**
 - A safety concern of the slide approach was identified. After consideration, a modification to address the approach was devised. Installation is momentarily stalled due to Great Lakes Recreation ordering the wrong part. We are about 3 weeks out from having this project completed. This park space is temporarily shut down until new parts arrive.
- **Hanover Park Guardrail Project**
 - The vendor Specialties Company is working on getting their contractor license and building permit at this time. Once these steps are completed, I will update you with the project timeline.
- **Hanover Park Swing Area Expansion & Rubber Mulch Upgrade**
 - The park maintenance crew will begin working on the expansion of the swing set surfacing in the upcoming weeks. When this parks playground surfacing borders were originally installed many years ago, the surfacing perimeters were not placed at the correct measurements for swings. The expansion of surfacing will include 4 feet behind and 4 feet in front of the swing bay. While this project is in que, we will take the opportunity to upgrade this playground surfacing to rubber mulch.
- **Meyer Manor Basketball Court Repair Estimate**
 - Quotes are being sought for the park board to consider repairing the basketball courts.

5. PROJECTS (Continued)

- **Memorial Benches**

This project has been on hold since talk of moving the art piece began. After the benches remained in storage for many months, I have asked for assistance from the Town Managers Office to bring this project to completion. The benches were donated by CORE construction. The Town Managers Office is organizing the memorial dedication and the park crew installed the benches.

- **Clubhouse access system has been upgraded to the KISI system. We will begin utilizing this system and hope to utilize RecDesk online reservation capabilities for our 2025 rental year.**

6. FOUNDERS CREEK TRAIL

- **Trail spaces have been identified as a high priority in the master plan survey results, which is great as we have plans for the preliminary engineering to begin in 2026.**
- **This project and the funding sources of the 20% reimbursable match need to be discussed and identified if the project is to move forward.**
- **I have spoken with Jeff Bunge about prioritizing this project as I suspect many factors may have changed since the project was awarded.**

7. UPCOMING EVENTS

- **Trunk or Treat October 26, 2024**
- **Taylor Ice Festival December 6 & 7, 2024**

7. UPCOMING PARK BOARD MEETINGS

October 3, 2024

November 21, 2024 -Meeting re-scheduled due to IPRA Conference

December 5, 2024

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

Respectfully Submitted,

Mindi Ray