## 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 15<sup>th</sup>, 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 20<sup>th</sup> 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

	7%,
	Nick Recupito, President
	Greg Parker, Vice-President
	- 58
	Robert H. Carnahan, Council Member
	Julie A. Rivera, Council Member
	W. L. Dill G. TM. I
	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

<b>.</b> .	Calculation of Potential 1	rasii kate 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			
0					
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				
12	current shortfall in Operating Fund Reserve Balance	\$ 21.12	Rate B		
	Monthly Trash Charge current through May 31, 2025 Actual				
13	Republic Charge Only	\$ 20.75	Rate C		
	republic charge only	20.75	rate C		
14	Current Cedar Lake Monthly Charge		\$20.00	\$20.00	\$20.00
15	, c		Rate A	Rate B	Rate C
		Ħ			Republic Charge
16	Applicable Period				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				se on Previous	
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%
23	Julio 1, 2020 - 141ay 51, 2021		2.22/0	3.3370	3.77/0

Prepared By: Sue Haase

July 2, 2024

### ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)
Approved by the State Board of Accounts, 2015
Prescribed by the Department of Local Government Finance

Budget Form No. 4
Generated 10/1/2024 3:33:39 PM

Ordinance / Resolution Number: 1501

Be it ordained/resolved by the **Town of Cedar Lake Town Council** that for the expenses of **CEDAR LAKE CIVIL TOWN** for the year ending December 31, **2025** the sums herein specified are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition, for the purposes of raising revenue to meet the necessary expenses of **CEDAR LAKE CIVIL TOWN**, the property tax levies and property tax rates as herein specified are included herein. Budget Form 4-B for all funds must be completed and submitted in the manner prescribed by the Department of Local Government Finance.

This ordinance/resolution shall be in full force and effect from and after its passage and approval by the **Town of Cedar Lake Town Council**.

Name of Adopting Entity / Fiscal Body

Type of Adopting Entity / Fiscal Body

Date of Adoption

Town of Cedar Lake Town Council

Town Council

Funds	Funds					
Fund Code	Fund Name	Adopted Budget	Adopted Tax Levy	Adopted Tax Rate		
0101	GENERAL	\$8,818,700	\$5,121,934	0.4958		
0180	DEBT SERVICE	\$1,434,000	\$1,394,046	0.1349		
0182	BOND #2	\$388,000	\$320,000	0.0310		
0283	LEASE RENTAL PAYMENT	\$848,000	\$740,638	0.0717		
0342	POLICE PENSION	\$200,000	\$0	0.0000		
0706	LOCAL ROAD & STREET	\$320,000	\$0	0.0000		
0708	MOTOR VEHICLE HIGHWAY	\$909,750	\$198,355	0.0192		
2379	CUMULATIVE CAPITAL IMP (CIG TAX)	\$27,500	\$0	0.0000		
2391	CUMULATIVE CAPITAL DEVELOPMENT	\$629,500	\$527,101	0.0510		
2430	REDEVELOPMENT - GENERAL	\$89,000	\$61,986	0.0060		
2482	REDEVELOPMENT BOND	\$167,100	\$200,963	0.0195		
		\$13,831,550	\$8,565,023	0.8291		

Home-Ruled Funds (Not Reviewed by DLGF)				
Fund Code	Fund Name	Adopted Budget		
9500	Lake County Solid Waste	\$95,500		
9501	Casino Gaming	\$50,000		
9502	Park Non-Reverting Operating	\$35,000		
9503	Law Enforcement Continuing Education	\$29,500		
9504	CEDIT	\$471,000		
9506	LOIT Public Safety	\$375,000		
		\$1,056,000		

## ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)
Approved by the State Board of Accounts, 2015
Prescribed by the Department of Local Government Finance

December 31

Budget Form No. 4 Generated 10/1/2024 3:33:39 PM

Name		Signature				
Robert Carnahan	Aye   Nay   Abstain					
Julie Rivera	Aye Nay Abstain					
Nick Recupito	Aye					
Chuck Becker	Aye Nay Abstain					
Greg Parker	Aye Nay Abstain					
Mary Joan Dickson	Aye Nay Abstain					
Richard Thiel	Aye Nay Abstain					
ATTEST	ATTEST					
	Title	O'marture.				
Name	Title	Signature				
Jennifer Sandberg	Clerk-Treasurer					
MAYOR ACTION (For City use only)						
Name		Signature	Date			
	Approve					
In accordance with IC 6-1.1-17-16(k),	we state our intent to	isssue debt after December 1 and before January 1	Yes ☑ No □			
In accordance with IC 6-1.1-17-16(k),	we state our intent to	file a shortfall appeal after December 1 and before	Yes □ No ☑			

October 15, 2024	
ALL TOWN FUNDS	\$266,332.07
WASTEWATER OPERATING	\$25,767.69
WATER UTILITY	\$63,488.15
STORM WATER	\$9,747.91
PAYROLL 10/01/24 & 10/10/24	\$404,503.69
SEP REMITTANCES	\$214,360.35

## TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

### **ORDINANCE NO. 1502**

AN ORDINANCE OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AUTHORIZING THE ISSUANCE AND SALE OF BONDS OF THE TOWN FOR THE PURPOSE OF FUNDING THE COSTS OF CERTAIN ROAD AND EQUIPMENT PROJECTS OF THE TOWN, TOGETHER WITH EXPENSES IN CONNECTION WITH THE ISSUANCE OF BONDS ON ACCOUNT THEREOF, AND ALL MATTERS RELATED THERETO

WHEREAS, the Town of Cedar Lake, Lake County, Indiana (the "Town"), has considered undertaking all or any portion of (i) certain improvements, repairs and replacements to various roads and streets within the boundaries of the Town (the "Road Project"), (ii) the acquisition of vehicles, machinery and/or other equipment for use by the Town, including without limitation a fire truck, an ambulance, a street sweeper, and a payloader (collectively, the "Equipment Project"), and (iii) any and all projects related to the Road Project and the Equipment Project (collectively, the "Projects");

WHEREAS, the Town expects to pay the costs of the Projects from the proceeds of the Bonds (as hereinafter defined);

WHEREAS, the cost of paying for the Projects, together with expenses in connection with the issuance of Bonds on account thereof, is expected not to exceed Three Million One Hundred Thousand Dollars (\$3,100,000), and the Town will be required to provide appropriate sums not to exceed such amount for the payment in full of the Projects together with expenses in connection with the issuance of Bonds on account thereof;

WHEREAS, the costs of the Projects together with expenses in connection with the issuance of Bonds on account thereof, are necessary and will be to the general benefit of the Town and the citizens served by the Town;

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (the "Town Council"), seeks to authorize the issuance and sale of general obligation bonds for the purpose of financing the costs of the Projects, including expenses incidental thereto, pursuant to the provisions of Indiana Code § 36-5-2;

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

SECTION 1. The Town Council is hereby authorized to procure a loan, for and on behalf of the Town, for the purpose of funding the costs of the Projects, together with expenses in connection with the issuance of Bonds on account thereof, including capitalized interest and other related costs as may be permitted by applicable law, in the amount not to exceed Three Million One Hundred Thousand Dollars (\$3,100,000). The payment of such obligations is being made in accordance with the Projects, and such payment, when made, will be in full and complete satisfaction of the Projects.

SECTION 2. In order to procure the loan for the purpose of the costs of the Projects, the Town Council is hereby authorized and directed to have prepared and to issue and sell Bonds of the Town, to be designated "Town of Cedar Lake, Indiana General Obligation Bonds, Series 2024" (the "Bonds"), in the aggregate principal amount not to exceed Three Million One Hundred Thousand Dollars (\$3,100,000).

The aggregate principal amount of the Bonds authorized to be issued hereunder shall not exceed the cost of the Projects, together with expenses in connection with the issuance of the Bonds, all pursuant to Indiana Code § 36-5-2 and Indiana Code § 5-1-14-6. The final aggregate principal amount of the Bonds shall be certified by the Clerk-Treasurer of the Town (the "Clerk-Treasurer") in accordance with the foregoing prior to the sale of the Bonds. Such certificate shall be conclusive for purposes of establishing the final aggregate principal amount of the Bonds.

The Bonds shall be issued by and in the name of the Town, in fully registered form in the denominations of Five Thousand Dollars (\$5,000) or any integral multiple thereof, or shall be issued in denominations of One Hundred Thousand Dollars (\$100,000) and integral multiples of One Thousand Dollars (\$1,000) above such minimum denomination, as determined by the Clerk-Treasurer prior to the sale of the Bonds. The Bonds shall be numbered consecutively from 24R-1 upwards and shall bear interest at a rate or rates not exceeding five and three quarters percent (5.75%) per annum (the exact rate or rates to be determined by a public or negotiated sale pursuant to Section 5 of the Ordinance), which interest shall be payable commencing not earlier than July 15, 2025, and semiannually thereafter on January 15 and July 15 to maturity. Interest shall be calculated on the basis of twelve (12) thirty (30)-day months for a three hundred sixty (360) day year. The principal of the Bonds shall mature and be payable beginning not earlier than July 15, 2025, and on January 15 and July 15 of each year thereafter over a period ending no later than twelve (12) years from the date of issuance of the Bonds. To the extent possible and as deemed advisable by the Municipal Advisor to the Town (the "Municipal Advisor"), payments of principal and interest on the Bonds shall be scheduled to provide for level debt service payments. The final amortization schedule shall be certified by the Clerk-Treasurer prior to the sale of the Bonds.

The Bonds are, as to all the principal thereof and interest due thereon, general obligations of the Town, payable from *ad valorem* property taxes on all taxable property within the Town.

The Town Council President (defined herein) is hereby authorized and directed to appoint the Registrar and Paying Agent for the Bonds (the "Registrar and Paying Agent"); and the Clerk-Treasurer is hereby authorized and directed to enter into such agreements or understandings with the Registrar and Paying Agent as will enable such entity to perform effectively all required services on behalf of the Town. The Clerk-Treasurer is further authorized and directed to pay the fees and expenses of the Registrar and Paying Agent out of available funds of the Town.

The principal of the Bonds shall be payable at the principal office of the Registrar and Paying Agent. Except as may be otherwise provided in the Bonds, interest on the Bonds shall be paid by check or draft mailed or delivered one (1) business day prior to such payment date to the registered owner thereof at the address as it appears on the registration books kept by the Registrar and Paying Agent as of the first day of the month of the interest payment date (the "Record Date") or at such other address as is provided to the Registrar and Paying Agent in writing by such registered owner. All payments on the Bonds shall be made in any coin or currency of the United

States of America which on the dates of such payments shall be legal tender for the payment of public and private debts.

Each Bond shall be transferable or exchangeable only upon the books of the Town kept for that purpose at the principal office of the Registrar and Paying Agent, by the registered owner thereof in person, or by his attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar and Paying Agent duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. Bonds may be transferred or exchanged without cost to the registered owner, except for any tax or governmental charge required to be paid with respect to the transfer or exchange. The Registrar and Paying Agent shall not be obligated to make any exchange or transfer of Bonds during the period following the first day of the month of an interest payment date on the Bonds until such interest payment date. The Town and the Registrar and Paying Agent may treat and consider the person in whose name such Bonds are registered as the absolute owner thereof for all purposes including the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

In the event any Bond is mutilated, lost, stolen or destroyed, the Town may cause to be executed and the Registrar and Paying Agent may authenticate a new Bond of like date, maturity and denomination as the mutilated, lost, stolen or destroyed Bond, which new Bond shall be marked in a manner to distinguish it from the Bond for which it was issued; provided, that in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Town and the Registrar and Paying Agent, and in the case of any lost, stolen or destroyed Bond there shall be first furnished to the Town and Registrar and Paying Agent evidence of such loss, theft or destruction satisfactory to the Town and the Registrar and Paying Agent, together with indemnity satisfactory to them. In the event any such lost, stolen or destroyed Bond shall have matured, instead of causing to be issued a duplicate Bond, the Town and the Registrar and Paying Agent may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The Town and the Registrar and Paying Agent may charge the owner of such Bond with their reasonable fees and expenses in connection with the above. Every substitute Bond issued by reason of any Bond being lost, stolen or destroyed shall, with respect to such Bond, constitute a substitute contractual obligation of the Town, whether or not the lost, stolen or destroyed Bond shall be found at any time, and shall be entitled to all the benefits of this Ordinance, equally and proportionately with any and all other Bonds duly issued hereunder.

The Bonds shall bear an original date which shall be, subject to the determination of the Town Council President and Clerk-Treasurer, upon consultation with the Municipal Advisor, the first day of the month in which the Bonds are sold or delivered to the purchaser or purchasers thereof or the date on which the Bonds are delivered, and each Bond shall also bear the date of its authentication. Interest on the Bonds, which are authenticated on or before the Record Date, which precedes the first interest payment date, shall be paid from their original issue date. Interest on the Bonds authenticated subsequent to the Record Date which precedes the first interest payment date thereon shall be paid from the interest payment date to which interest has been paid as of the date on which such Bonds are authenticated, unless a Bond is authenticated between the Record Date

and the interest payment date, in which case the interest shall be paid from such interest payment date.

All Bonds shall be executed on behalf of the Town by the manual or facsimile signature of the President of the Town Council of the Town (the "Town Council President"), and attested by the manual or facsimile signature of the Clerk-Treasurer, and the Official Seal of the Town shall be impressed or a facsimile thereof shall be printed on each of the Bonds. In the event that any Officer whose signature appears on any Bond shall cease to be such Officer for any reason before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such Officer had been in such office at the time of such delivery. Subject to the provisions hereof for registration, the Bonds shall be negotiable under the laws of the State of Indiana.

The Bonds shall be authenticated with the manual signature of an authorized representative of the Registrar and Paying Agent, and no Bond shall be valid or obligatory for any purpose until the certificate of authentication on such Bond shall have been so executed.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent by giving thirty (30) days' written notice to the Town and by first-class mail to each registered owner of Bonds then outstanding, and such resignation will take effect at the end of such thirty (30) days or upon the earlier appointment of a successor Registrar and Paying Agent by the Town. Such notice to the Town may be served personally or be sent by registered mail. The Registrar and Paying Agent may also be removed at any time as Registrar and Paying Agent by the Town, in which event the Town Council President, on behalf of the Town, may appoint a successor Registrar and Paying Agent. The Town shall cause each registered owner of Bonds then outstanding to be notified by first-class mail of the removal of the Registrar and Paying Agent. Notices to registered owners of Bonds shall be deemed to be given when mailed by first class mail to the addresses of such registered owners as they appear on the registration books kept by the Registrar and Paying Agent. Any predecessor Registrar and Paying Agent shall deliver all of the Bonds and cash in its possession with respect thereto, together with the registration books, to the successor Registrar and Paying Agent. The Town Council President is hereby authorized to act on behalf of the Town with regard to any of the aforementioned actions of the Town relating to the resignation or removal of the Registrar and Paying Agent and appointment of a successor Registrar and Paying Agent. The Clerk-Treasurer is further authorized and directed, on behalf of the Town, to enter into such agreements or understandings with any subsequent Registrar and Paying Agent as will enable it to perform the services required of it. Any such subsequent Registrar and Paying Agent shall be paid for its services out of available funds of the Town.

SECTION 3. The Town Council President and the Clerk-Treasurer, upon consultation with the Municipal Advisor, may designate maturities of Bonds (or portion thereof in authorized denominations set forth in the Bonds) that shall be subject to optional redemption and/or mandatory sinking fund redemption, and the corresponding redemption dates, amounts and prices (including premium, if any). Except as otherwise set forth in this Ordinance, the Town Council President and the Clerk-Treasurer, upon consultation with the Municipal Advisor, are hereby authorized and directed to determine the terms governing any such redemption, as evidenced by the delivery of the Bonds.

Notice of redemption shall be mailed by first-class mail or by registered or certified mail to the address of each registered owner of a Bond to be redeemed as shown on the Registration Record not less than thirty (30) days prior to the date fixed for redemption except to the extent such redemption notice is waived by owners of Bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any Bond shall not affect the validity of any proceedings for the redemption of any other Bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers (if any) of the Bonds called for redemption. The place of redemption may be determined by the Town. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such Bonds shall no longer be protected by this ordinance and shall not be deemed to be outstanding hereunder, and the holders thereof shall have the right only to receive the redemption price.

All Bonds which have been redeemed shall be canceled and shall not be reissued; provided, however, that one (1) or more new registered Bonds shall be issued for the unredeemed portion of any Bond without charge to the holder thereof.

No later than the date fixed for redemption, funds shall be deposited with the Paying Agent or another paying agent to pay, and such agent is hereby authorized and directed to apply such funds to the payment of, the Bonds or portions thereof called for redemption, including accrued interest thereon to the redemption date. No payment shall be made upon any Bond or portion thereof called for redemption until such Bond shall have been delivered for payment or cancellation or the Registrar shall have received the items required by this Ordinance with respect to any mutilated, lost, stolen or destroyed Bond.

**SECTION 4.** The form and tenor of the Bonds shall be substantially as follows (all blanks to be properly completed prior to the preparation of the Bonds):

No. 24R-1

### UNITED STATES OF AMERICA

STATE OF INDIANA

PRINCIPAL SUM:

COUNTY OF LAKE

## TOWN OF CEDAR LAKE, INDIANA GENERAL OBLIGATION BOND, SERIES 2024

Interest Rate	Maturity Date	Original Date	Authentication Date	<b>CUSIP</b>
		, 2024	, 2024	
REGISTERED O	WNER:			

The Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation duly organized and existing under the laws of the State of Indiana (the "Town"), for value received hereby acknowledges itself indebted and promises to pay, but only from the sources and in the manner herein provided, to the registered owner (named above) or registered assigns, the principal amount set forth above on the maturity date set forth above, and to pay interest on such principal sum to the registered owner of this Bond (defined herein) until the Town's obligation with respect to the payment of such principal sum shall be discharged, at the rate per annum specified above from the interest payment date immediately preceding the date of the authentication of this Bond, unless this Bond is authenticated on or before \_\_\_\_\_\_1, 202\_\_\_, in which case interest shall be paid from the original date specified above, or unless this Bond is authenticated after the first day of the month of an interest payment date and before such interest payment date, in which case interest shall be paid from such interest payment date. Interest shall be payable on January 15 and July 15 of each year commencing \_\_\_\_\_\_\_\_\_\_ 15, 202\_\_\_. Interest shall be calculated on the basis of twelve (12) thirty (30)-day months for a three hundred sixty (360) day year.

Agent (the "Registrar and Paying Agent") for this Bond. The principal of this Bond is payable at the principal office of the Registrar and Paying Agent and interest on this Bond shall be paid by check or draft mailed or delivered one business day prior to such payment date to the registered owner hereof at the address as it appears on the registration books kept by the Registrar and Paying Agent as of the first day of the month of the interest payment date or at such other address as is provided to the Registrar and Paying Agent in writing by the registered owner. All payments on the Bonds shall be made in any coin or currency of the United States of America which on the dates of such payments shall be legal tender for the payment of public and private debts. Subject to the provisions for registration, this Bond is negotiable under the laws of the State of Indiana.

This Bond is one (1) of an authorized issue of Bonds of the Town aggregating \_) (the "Bonds") fully registered and numbered Dollars (\$ consecutively from 24R-1 upwards, issued pursuant an Ordinance adopted by the Town Council of the Town on November 7, 2024, entitled "AN ORDINANCE OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AUTHORIZING THE ISSUANCE AND SALE OF BONDS OF THE TOWN FOR THE PURPOSE OF FUNDING THE COSTS OF CERTAIN ROAD AND EQUIPMENT PROJECTS OF THE TOWN, TOGETHER WITH EXPENSES IN CONNECTION WITH THE ISSUANCE OF BONDS ON ACCOUNT THEREOF, AND ALL MATTERS RELATED THERETO" (the "Ordinance"), and the Indiana Code, for the purpose of funding the costs of certain projects within the boundaries of the Town, consisting of improvements to certain roads within the boundaries of the Town, as well as other infrastructure improvements and related projects. Reference is hereby made to the Ordinance for a description of the nature and extent of the rights, duties and obligations of the owners of the Bonds and the Town and the terms on which this Bond is issued, and to all provisions of such Ordinance to which the holder hereof by the acceptance of this Bond assents.

The Bonds maturing in any one (1) year are issuable only in fully registered form in denominations of [\$5,000 or integral multiples thereof/\$100,000 and integral multiples of \$1,000) above such minimum denomination] not exceeding the aggregate principal amount of the Bonds maturing in such year.

### [INSERT OPTIONAL AND MANDATORY SINKING FUND REDEMPTION TERMS]

Notice of such redemption shall be mailed by first-class mail or by registered or certified mail not less than thirty (30) days prior to the date fixed for redemption to the address of the registered owner of each Bond to be redeemed as shown on the registration record of the Town except to the extent such redemption notice is waived by owners of the Bond or Bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any Bond shall not affect the validity of any proceedings for the redemption of any other Bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers, if any, of the Bonds called for redemption. The place of redemption may be determined by the Town. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such Bonds shall no longer be protected by the Ordinance and shall not be deemed to be outstanding thereunder.

If this Bond or a portion hereof shall have become due and payable in accordance with its terms or this Bond and the whole amount of the principal of and interest so due and payable upon all of this Bond or a portion hereof then outstanding shall be paid or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose, or (iii) time certificates of deposit fully secured as to both principal and interest by obligations of the kind described in (ii) above of a bank or banks the principal of and interest on which when due will provide sufficient moneys for such purpose, shall be held in trust for such purpose, then and in that case this Bond or such portion hereof shall no longer be deemed outstanding or an indebtedness of the Town.

This Bond is transferable or exchangeable only upon the books of the Town kept for such purpose at the principal office of the Registrar and Paying Agent by the registered owner hereof in person, or by his attorney duly authorized in writing, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Registrar and Paying Agent duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The Registrar and Paying Agent shall not be obligated to make any exchange or transfer of this Bond following the first day of the month of an interest payment date on this Bond until such interest payment date. The Town and the Registrar and Paying Agent for this Bond may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due thereon.

In the event that this Bond is mutilated, lost, stolen or destroyed, the Town may cause to be executed and the Registrar and Paying Agent may authenticate a new Bond of like date, maturity and denomination as this Bond, which new Bond shall be marked in a manner to distinguish it from this Bond; *provided*, that in the case of this Bond being mutilated, this Bond shall first be surrendered to the Town and the Registrar and Paying Agent, and in the case of this Bond being lost, stolen or destroyed, there shall first be furnished to the Town and the Registrar and Paying Agent evidence of such loss, theft or destruction satisfactory to the Town and the Registrar and

Paying Agent, together with indemnity satisfactory to them. In the event that this Bond, being lost, stolen or destroyed, shall have matured, instead of causing to be issued a duplicate Bond the Town and the Registrar and Paying Agent may, upon receiving indemnity satisfactory to them, pay this Bond without surrender hereof. In such event, the Town and the Registrar and Paying Agent may charge the owner of this Bond with their reasonable fees and expenses in connection with the above. Every substitute Bond issued by reason of this Bond being lost, stolen or destroyed shall, with respect to this Bond, constitute a substitute contractual obligation of the Town, whether or not this Bond, being lost, stolen or destroyed shall be found at any time, and shall be entitled to all the benefits of the Ordinance referred to above, equally and proportionately with any and all other Bonds duly issued thereunder.

[A Continuing Disclosure Contract from the Town to each registered owner or holder of any Bond, dated as of the date of initial issuance of the Bonds (the "Contract"), has been executed by the Town, a copy of which is available from the Town and the terms of which are incorporated herein by this reference. The Contract contains certain promises of the Town to each registered owner or holder of any Bond, including a promise to provide certain continuing disclosure. By its payment for and acceptance of this Bond, the registered owner or holder of this Bond assents to the Contract and to the exchange of such payment and acceptance for such promises.]

In the manner provided in the Ordinance, the Ordinance and the rights and obligations of the Town and of the owners of the Bonds, may (with certain exceptions as stated in the Ordinance), be modified or amended with the consent of the owners of at least sixty percent (60%) in aggregate principal amount of outstanding Bonds exclusive of Bonds, if any, owned by the Town.

[This Bond has been designated as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.]

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent by giving thirty (30) days' written notice to the Town and by first-class mail to the registered owners of Bonds then outstanding, and such resignation will take effect at the end of such thirty (30) days or upon the earlier appointment of a successor Registrar and Paying Agent by the Town. Such notice to the Town may be served personally or be sent by registered mail. The Registrar and Paying Agent may also be removed at any time as Registrar and Paying Agent by the Town, in which event the Town may appoint a successor Registrar and Paying Agent. The Town shall cause the registered owner of this Bond, if then outstanding, to be notified by first-class mail of the removal of the Registrar and Paying Agent. Notices to registered owners of Bonds shall be deemed to be given when mailed by first-class mail to the addresses of such registered owners as they appear in the registration books kept by the Registrar and Paying Agent.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this Bond have been done and performed in regular and due form as provided by applicable law; that this Bond and such total issue of Bonds are within every limit of indebtedness provided by the Constitution and laws of the State of Indiana; and this Bond and such total issue of Bonds are, as to all the principal thereof and interest due thereon, general obligations of the Town, payable from *ad valorem* property taxes on all taxable property within the Town.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by an authorized representative the Registrar and Paying Agent.

IN WITNESS WHEREOF, the Town of Cedar Lake, Lake County, Indiana, by Ordinance of its Town Council, has caused this Bond to be executed in its name by the manual or facsimile signature of the President of its Town Council, and attested by the manual or facsimile signature of its Clerk-Treasurer, with the Corporate Seal of such Town impressed or a facsimile thereof printed hereon.

	Town of Cedar Lake, Lake County, Indiana
	By: Town Council President
(SEAL)	
ATTEST:	
By:Clerk-Treasurer	
REGISTRAR <sup>2</sup>	'S CERTIFICATE OF AUTHENTICATION
This Bond is one of the	ne Bonds described in the within-mentioned ordinance.
	as Registrar and Paying Agent
	By:Authorized Representative

## ASSIGNMENT

FOR VALUE RECEIVED the under	ersigned hereby sells, assigns and transfers unto
	(insert name and address) the within Bond and all
rights thereunder, and hereby irrevocably	y constitutes and appoints issuer attorney to transfer the
within Bond on the books kept for the re	egistration thereof with full power of substitution in the
premises.	
Dated:	
Dated.	
	<b>NOTICE</b> : The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or
C:	enlargement or any change whatsoever.
Signature Guarantee:	
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized	
signature guarantee program.	

The Bonds may, in compliance with all applicable laws, initially be issued and held in book-entry form on the books of the central depository system, The Depository Trust Company, its successors, or any successor central depository system appointed by the Town from time to time (the "Clearing Agency"), without physical distribution of Bonds to the purchasers. The following provisions of this Section apply in such event.

One (1) definitive Bond of each maturity shall be delivered to the Clearing Agency (or its agent) and held in its custody. The Town and the Registrar and Paying Agent may, in connection therewith, do or perform or cause to be done or performed any acts or things not adverse to the rights of the holders of the Bonds as are necessary or appropriate to accomplish or recognize such book-entry form Bonds.

During any time that the Bonds remain and are held in book-entry form on the books of a Clearing Agency, (1) any such Bond may be registered upon the books kept by the Registrar in the name of such Clearing Agency, or any nominee thereof, including Cede & Co., as nominee of The Depository Trust Company; (2) the Clearing Agency in whose name such Bond is so registered shall be, and the Town and the Registrar and Paying Agent may deem and treat such Clearing Agency as, the absolute owner and holder of such Bond for all purposes of this Ordinance, including, without limitation, the receiving of costs of the principal of and interest on such Bond, the receiving of notice and giving of consent; (3) neither the Town nor the Registrar or Paying Agent shall have any responsibility or obligation hereunder to any direct or indirect participant, within the meaning of Section 17A of the Securities Exchange Act of 1934, as amended, of such Clearing Agency, or any person on behalf of which, or otherwise in respect of which, any such participant holds any interest in any Bond, including, without limitation, any responsibility or obligation hereunder to maintain accurate records of any interest in any Bond or any responsibility or obligation hereunder with respect to the receiving of payment of principal of or interest or premium, if any, on any Bond, the receiving of notice or the giving of consent; and (4) the Clearing Agency is not required to present any Bond called for partial redemption prior to receiving payment so long as the Registrar and Paying Agent and the Clearing Agency have agreed to the method for noting such partial redemption.

If either the Town receives notice from the Clearing Agency which is currently the registered owner of the Bonds to the effect that such Clearing Agency is unable or unwilling to discharge its responsibility as a Clearing Agency for the Bonds, or the Town elects to discontinue its use of such Clearing Agency as a Clearing Agency for the Bonds, then the Town and Registrar and Paying Agent each shall do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the Bonds, as are necessary or appropriate to discontinue use of such Clearing Agency as a Clearing Agency for the Bonds and to transfer the ownership of each of the Bonds to such person or persons, including any other Clearing Agency, as the holders of the Bonds may direct in accordance with this Ordinance. Any expenses of such discontinuance and transfer, including expenses of printing new certificates to evidence the Bonds, shall be paid by the Town.

During any time that the Bonds are held in book-entry form on the books of a Clearing Agency, the Registrar shall be entitled to request and rely upon a certificate or other written representation from the Clearing Agency or any participant or indirect participant with respect to the identity of any beneficial owner of Bonds as of a record date selected by the Registrar. For

purposes of determining whether the consent, advice, direction or demand of a registered owner of a Bond has been obtained, the Registrar shall be entitled to treat the beneficial owners of the Bonds as the bondholders and any consent, request, direction, approval, objection or other instrument of such beneficial owner may be obtained in the fashion described in this Ordinance.

During any time that the Bonds are held in book-entry form on the books of a Clearing Agency, the Clerk-Treasurer and/or the Registrar are authorized to execute and deliver a Letter of Representations agreement with the Clearing Agency, or a Blanket Issuer Letter of Representations, and the provisions of any such Letter of Representations or any successor agreement shall control on the matters set forth therein. The Registrar, by accepting the duties of Registrar under this Ordinance, agrees that it will (i) undertake the duties of agent required thereby and that those duties to be undertaken by either the agent or the issuer shall be the responsibility of the Registrar, and (ii) comply with all requirements of the Clearing Agency, including without limitation same day funds settlement payment procedures. Further, during any time that the Bonds are held in book-entry form, the provisions of this Section 4 of this Ordinance shall control over conflicting provisions in any other section of this Ordinance.

<u>SECTION 5.</u> The Town Council President and the Clerk-Treasurer are authorized to provide for the sale of the Bonds either through a competitive bid sale or by a negotiated sale based upon the advice provided by the Municipal Advisor as set forth herein.

If the Town Council President and the Clerk-Treasurer, upon consultation with the Municipal Advisor, deem it in the best interests of the Town, all or any portion of the Bonds may be sold at a public sale in accordance with applicable Indiana law. The Bonds may be offered and sold pursuant to an Official Statement with respect to the Bonds (the "Official Statement"), to be made available and distributed in such manner, at such times, for such periods and in such number of copies as may be required pursuant to Rule 15c2-12 promulgated by the United States Securities and Exchange Commission (the "Rule") and any and all applicable rules and regulations of the Municipal Securities Rulemaking Board. The Town Council hereby authorizes the Clerk-Treasurer (a) to authorize and approve a Preliminary Official Statement, as the same may be appropriately confirmed, modified and amended for distribution as the Preliminary Official Statement of the Town; (b) on behalf of the Town, to designate the Preliminary Official Statement a "final" Official Statement of the Town with respect to the Bonds, subject to completion as permitted by and otherwise pursuant to the provisions of the Rule; and (c) to authorize and approve the Preliminary Official Statement to be placed into final form and to enter into such agreements or arrangements as may be necessary or advisable in order to provide for the distribution of a sufficient number of copies of the final Official Statement under the Rule.

Prior to a public sale of all or any portion of the Bonds, the Clerk-Treasurer shall cause to be published a notice of intent to sell once each week for two (2) consecutive weeks per Indiana Code § 5-3-1-2. The notice must state that any person interested in submitting a bid for the Bonds may furnish in writing at the address set forth in the notice, the person's name, address, and telephone number, and that any such person may also furnish a telex number. The notice must also state: (1) the amount of the Bonds to be offered; (2) the denominations; (3) the dates of maturity; (4) the maximum rate or rates of interest; (5) the place of sale; (6) the time within which the name, address and telephone number must be furnished, which must not be less than seven (7) days after the last publication of the notice of intent to sell; and (7) such other matters as the Clerk-Treasurer

shall deem appropriate. Each person so registered shall be notified of the date and time bids will be received, not less than twenty-four (24) hours before the date and time of sale. The notification shall be made by telephone at the number furnished by the person, and also by telex if the person furnishes a telex number.

All bids for Bonds shall be sealed and shall be presented to the Clerk-Treasurer in accord with the terms set forth in the Sale Notice. Bidders for the Bonds shall be required to name the rate or rates of interest which the Bonds are to bear, not exceeding five and three quarters percent (5.75%) per annum, and such interest rate or rates shall be in multiples of one-eighth (1/8), onetwentieth (1/20), or one-hundredth (1/100) of one percent (1.00%). Bids specifying more than one (1) interest rate shall also specify the amount and maturities of the Bonds bearing each interest rate, and all Bonds maturing on the same date must bear the same rate of interest. Subject to the provisions set forth below, the Clerk-Treasurer shall award the Bonds to the bidder offering the lowest net interest cost to the Town, to be determined by computing the total interest on all of the Bonds from the date thereof to their maturity and deducting therefrom the premium bid, if any, or adding thereto the amount of any discount, if any. No bid for less than 99% of the par value of the Bonds, including accrued interest at the rate or rates named to the date of delivery, will be considered. The Clerk-Treasurer may require that the successful bidder provide to the Town a good faith deposit in the form of cash, certified or cashier's checks payable to the order of the Town, or wire transfer (as instructed by the Town) (the "Deposit"), in an amount not to exceed one percent (1%) of the aggregate principal amount of the Bonds as a guaranty of the performance of said bid. The successful bidder shall be required to submit to the Town the Deposit not later than 3:30 p.m. (local time) on the next business day following the award. In the event the successful bidder shall fail or refuse to accept delivery of the Bonds and pay for the same as soon as the Bonds are ready for delivery or at the time fixed in the notice of sale, then such Deposit and the proceeds thereof shall be the property of the Town and shall be considered as its liquidated damages on account of such default. The Clerk-Treasurer shall have full right to reject any and all bids. In the event no acceptable bid is received at the time fixed in the notice for the sale of the Bonds, the Clerk-Treasurer shall be authorized to continue to receive bids from day to day thereafter for a period not to exceed thirty (30) days, without readvertising; provided, however, that if such sale be continued, no bid shall be accepted which offers an interest cost which is equal to or higher than the best bid received at the time originally fixed for such sale.

Notwithstanding anything in this Ordinance to the contrary, and in lieu of a public sale of the Bonds pursuant to this Section, if the Town Council President and the Clerk-Treasurer, upon consultation with the Municipal Advisor, deem it in the best interests of the Town, all or any portion of the Bonds may be sold through a negotiated sale in the manner and upon the terms and conditions set forth in a purchase agreement between the Town and an underwriter to be selected by the Town Council President and the Clerk-Treasurer (the "Underwriter") or a financial institution to be selected by the Town Council President and the Clerk-Treasurer (the "Purchaser")(such purchase agreement, the "Purchase Agreement"). The Town Council hereby approves, and authorizes and directs the Town Council President and the Clerk-Treasurer, for and on behalf of the Town, to execute and deliver, and to perform the obligations of the Town under, the Purchase Agreement, in the form the Town Council President and the Clerk-Treasurer, with the advice of counsel, determine to be necessary or appropriate, such determination to be conclusively evidenced by such Town Council President and Clerk-Treasurer's execution thereof.

After the Bonds have been properly sold and executed, the Clerk-Treasurer shall receive from the purchasers payment for the Bonds and shall provide for delivery of the Bonds to the purchasers.

In connection with the sale of the Bonds, the Town Council President and the Clerk-Treasurer are each authorized to take such actions and to execute and deliver such agreements and instruments as they deem advisable to obtain a rating or bond insurance for the Bonds, and the taking of such actions and the execution and delivery of such agreements and instruments are hereby approved.

Prior to the delivery of the Bonds, the Clerk-Treasurer shall be authorized to obtain a legal opinion as to the validity of the Bonds from Barnes & Thornburg LLP, Bond Counsel for the Town, and to furnish such opinion to the purchaser or purchasers of the Bonds. The cost of such opinion shall be considered as part of the costs incidental to these proceedings and may be paid out of proceeds of the Bonds.

SECTION 6. The Clerk-Treasurer is hereby authorized and directed to have the Bonds prepared, and the Town Council President is hereby requested and authorized to execute the Bonds with the Town Council President's manual or facsimile signature. The Clerk-Treasurer is hereby requested and authorized to attest to the Bonds with the Clerk-Treasurer's manual or facsimile signature, and to cause the seal of the Town to be impressed or a facsimile thereof to be printed on the Bonds, all in the form and manner herein provided. After the Bonds have been properly executed, the Clerk-Treasurer shall deliver or cause to be delivered the Bonds to the purchasers in the manner provided by applicable law.

SECTION 7. The Town Council hereby requests, authorizes and directs the Town Council, the Town Council President and the Clerk-Treasurer, and each of them, for and on behalf of the Town, to prepare, execute and deliver any and all other instruments, letters, certificates, agreements and documents as are determined to be necessary or appropriate to consummate the transactions contemplated by this Ordinance, and such determination shall be conclusively evidenced by the execution thereof. The instruments, letters, certificates, agreements and documents, including the Bonds, necessary or appropriate to consummate the transactions contemplated by this Ordinance shall, upon execution, as contemplated herein, constitute the valid and binding obligations or representations and warranties of the Town, the full performance and satisfaction of which by the Town is hereby authorized and directed.

**SECTION 8.** In order to preserve the excludability from gross income of interest on the Bonds under federal law, the Town Council, on behalf of the Town, represents, covenants and agrees that, to the extent necessary to preserve such exclusion:

(a) No person or entity or any combination thereof, other than the Town or any governmental unit within the meaning of Section 141(b)(6) and Section 150(a)(2) of the Internal Revenue Code of 1986, as amended and in effect on the date of delivery of the Bonds (the "Code"), will use proceeds of the Bonds;

- (b) No Bond proceeds will be lent to any entity or person other than a governmental unit. No Bond proceeds will be transferred directly or indirectly transferred or deemed transferred to a person other than a governmental unit in a fashion that would in substance constitute a loan of such Bond proceeds;
- (c) The Town will file an information report Form 8038-G with respect to the Bonds with the Internal Revenue Service as required by Section 149 of the Code;
- (d) The Town will not take any action or fail to take any action with respect to the Bonds that would result in the loss of the excludability from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Code, and the Town Council will not act or permit any actions by Officers or Officials of the Town that would in any manner adversely affect such excludability. The Town Council further covenants that the Town will not make any investment or do any other act or thing during the period that any Bond is outstanding hereunder which would cause any Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and the regulations applicable thereto as in effect on the date of delivery of the Bonds. The Town shall comply with the arbitrage rebate requirements under Section 148 of the Code to the extent applicable; and
- (e) All Officers, Employees and Agents of the Town are hereby authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the Town as of the date that the Bonds are issued, and to make covenants on behalf of the Town evidencing the Town's commitments made herein. In particular, any and all appropriate Officers, Employees and Agents of the Town are authorized to certify and/or enter into covenants for the Town regarding (i) the facts and circumstances and reasonable expectations of the Town on the date that the Bonds are issued and (ii) the commitments made herein by the Town regarding the amount and use of the proceeds of the Bonds.
- (f) The Town hereby authorizes the Town Council President or Clerk-Treasurer to designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Code, upon consultation with the Municipal Advisor, prior to the delivery of the Bonds.

SECTION 9. Notwithstanding any other provision of this Ordinance, any of the covenants and authorizations contained in this Ordinance (the "Tax Sections") which are designed to preserve the excludability of interest on the Bonds from gross income for purposes of federal income taxation (the "Tax Exemption") need not be complied with if the Town receives an opinion of nationally recognized bond counsel that compliance with such Tax Section is unnecessary to preserve the Tax Exemption.

SECTION 10. If, when the Bonds or a portion thereof shall have become due and payable in accordance with their terms and the whole amount of the principal of and interest so due and payable upon all of the Bonds or a portion thereof then outstanding shall be paid or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose, or (iii) time certificates of deposit fully secured as to both principal and interest by obligations of the kind described in (ii) above of

a bank or banks the principal of and interest on which when due will provide sufficient moneys for such purpose, shall be held in trust for such purpose, then and in that case the Bonds or such portion thereof issued hereunder shall no longer be deemed outstanding or an indebtedness of the Town.

**SECTION 11.** If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

**SECTION 12.** The Town may, without the consent of, or notice to, any of the owners of the Bonds, adopt a Supplemental Ordinance for any one (1) or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Ordinance;
- (b) To grant to or confer upon the owners of the Bonds any additional benefits, rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of the Bonds, or to make any change which, in the sole judgment of the Town, is not to the prejudice of the owners of the Bonds;
- (c) To modify, amend or supplement this Ordinance to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America;
  - (d) To provide for the refunding or advance refunding of the Bonds;
- (e) To procure a rating on the Bonds from a nationally recognized securities rating agency designated in such Supplemental Ordinance, if such supplemental ordinance will not adversely affect the owners of the Bonds; and
- (f) Any other purpose which in the determination of the Town Council, in its sole discretion, does not adversely impact the interests of the owners of the Bonds.

**SECTION 13.** This Ordinance, and the rights and obligations of the Town and the owners of the Bonds may be modified or amended at any time by Supplemental Ordinances adopted by the Town with the consent of the owners of the Bonds holding at least sixty percent (60%) in aggregate principal amount of the outstanding Bonds (exclusive of Bonds, if any, owned by the Town); *provided*, *however*, that no such modification or amendment shall, without the express consent of the owners of the Bonds affected, reduce the principal amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date, extend its maturity or the times for paying interest thereon, permit a privilege or priority of any Bond or Bonds over any other Bond or Bonds, create a lien securing any Bonds other than a lien ratably securing all of the Bonds outstanding, or change the monetary medium in which principal and interest are payable, nor shall any such modification or amendment reduce the percentage of consent required for amendment or modification.

Any act done pursuant to a modification or amendment so consented to shall be binding upon all the owners of the Bonds and shall not be deemed an infringement of any of the provisions of this Ordinance or of the Act, and may be done and performed as fully and freely as if expressly permitted by the terms of this Ordinance, and after such consent relating to such specified matters has been given, no owner shall have any right or interest to object to such action or in any manner

to question the propriety thereof or to enjoin or restrain the Town or any Officer thereof from taking any action pursuant thereto.

If the Town shall decide to obtain any such consent, it shall cause the Registrar and Paying Agent to mail a notice, postage prepaid, to the respective owners of the Bonds at their addresses appearing on the registration books held by the Registrar and Paying Agent. Such notice shall briefly set forth the nature of the proposed Supplemental Ordinance and shall state that a copy thereof is on file at the office of the Registrar and Paying Agent for inspection by all owners of the Bonds. The Registrar and Paying Agent shall not, however, be subject to any liability to any owners of the Bonds by reason of its failure to mail the notice described in this Section 13, and any such failure shall not affect the validity of such Supplemental Ordinance when consented to and approved as provided in this Section 13. Whenever at any time within one (1) year after the date of the mailing of such notice, the Town shall receive an instrument or instruments purporting to be executed by the owners of the Bonds of not less than sixty percent (60%) in aggregate principal amount of the Bonds then outstanding (exclusive of Bonds, if any, owned by the Town), which instrument or instruments shall refer to the proposed Supplemental Ordinance described in such notice, and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice as on file with the Registrar and Paying Agent, thereupon, but not otherwise, the Town may adopt such Supplemental Ordinance in substantially such form, without liability or responsibility to any owners of the Bonds, whether or not such owner shall have consented thereto.

Upon the adoption of any Supplemental Ordinance pursuant to the provisions of this Section 13, this Ordinance shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Ordinance shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

SECTION 14. If the date of making any payment or the last date for performance of any act or the exercising of any right, as provided in this Ordinance, shall be a legal holiday or a day on which banking institutions in the Town or the city or town in which the Registrar and Paying Agent is located are typically closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are typically closed, with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period after such nominal date.

**SECTION 15.** This Ordinance shall take effect, and be in full force and effect, from and upon compliance with the procedures, if any, required by applicable law, and all Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

# ALL OF WHICH IS ADOPTED AND APPROVED THIS 7<sup>th</sup> DAY OF NOVEMBER, 2024, BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.

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

	Nick Recupito, President		
	Greg Parker, Vice-President		
	Robert H. Carnahan, Member		
	Julie Rivera, Member		
	Chuck Becker, Member		
	Mary Joan Dickson, Member		
	Richard C. Thiel, Jr., Member		
ATTEST:			
Jennifer N. Sandberg, IAMC, CMC, CPFIN	1		
Clerk-Treasurer			

DMS 44684275

## TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

# ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AUTHORIZING THE ISSUANCE AND SALE OF BONDS OF THE TOWN FOR THE PURPOSE OF FUNDING THE COSTS OF CERTAIN ROAD AND EQUIPMENT PROJECTS OF THE TOWN, TOGETHER WITH EXPENSES IN CONNECTION WITH THE ISSUANCE OF BONDS ON ACCOUNT THEREOF, AND ALL MATTERS RELATED THERETO

WHEREAS, the Town of Cedar Lake, Lake County, Indiana (the "Town"), has considered undertaking all or any portion of (i) certain improvements, repairs and replacements to various roads and streets within the boundaries of the Town (the "Road Project"), (ii) the acquisition of <u>vehicles</u>, <u>machinery and/or other</u> equipment for use by the Town, including without limitation a fire truck, an ambulance, a street sweeper, and a payloader (collectively, the "Equipment Project"), and (iii) <u>any and all</u> projects related to the Road Project and the Equipment Project (collectively, the "Projects");

WHEREAS, the Town expects to pay the costs of the Projects from the proceeds of the Bonds (as hereinafter defined);

WHEREAS, the cost of paying for the Projects, together with expenses in connection with the issuance of <a href="bonds">bonds</a>Bonds on account thereof, is expected not to exceed Three Million One Hundred Thousand Dollars (\$3,100,000), and the Town will be required to provide appropriate sums not to exceed such amount for the payment in full of the Projects together with expenses in connection with the issuance of <a href="bonds">bonds</a> Bonds on account thereof;

WHEREAS, the costs of the Projects together with expenses in connection with the issuance of bondsBonds on account thereof, are necessary and will be to the general benefit of the Town and the citizens served by the Town;

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (the "Town Council"), seeks to authorize the issuance and sale of general obligation bonds for the purpose of financing the costs of the Projects, including expenses incidental thereto, pursuant to the provisions of Indiana Code § 36-5-2;

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

**SECTION 1.** The Town Council is hereby authorized to procure a loan, for and on behalf of the Town, for the purpose of funding the costs of the Projects, together with expenses in connection with the issuance of **bonds** on account thereof, including capitalized interest and other related costs as may be permitted by applicable law, in the amount not to exceed Three Million One Hundred Thousand Dollars (\$3,100,000). The payment of such obligations is being made in accordance with the Projects, and such payment, when made, will be in full and complete satisfaction of the Projects.

**SECTION 2.** In order to procure the loan for the purpose of the costs of the Projects, the Town Council is hereby authorized and directed to have prepared and to issue and sell bonds of the Town, to be designated "Town of Cedar Lake, Indiana General Obligation Bonds, Series 2024" (the "Bonds"), in the aggregate principal amount not to exceed Three Million One Hundred Thousand Dollars (\$3,100,000).

The aggregate principal amount of the Bonds authorized to be issued hereunder shall not exceed the cost of the Projects, together with expenses in connection with the issuance of the Bonds, all pursuant to Indiana Code § 36-5-2 and Indiana Code § 5-1-14-6. The final aggregate principal amount of the Bonds shall be certified by the Clerk-Treasurer of the Town (the "Clerk-Treasurer") in accordance with the foregoing prior to the sale of the Bonds. Such certificate shall be conclusive for purposes of establishing the final aggregate principal amount of the Bonds.

The Bonds shall be issued by and in the name of the Town, in fully registered form in the denominations of Five Thousand Dollars (\$5,000) or any integral multiple thereof, or shall be issued in denominations of One Hundred Thousand Dollars (\$100,000) and integral multiples of One Thousand Dollars (\$1,000) above such minimum denomination, as determined by the Clerk-Treasurer prior to the sale of the Bonds. The Bonds shall be numbered consecutively from 24R-1 upwards and shall bear interest at a rate or rates not exceeding five and three quarters percent (5.75%) per annum (the exact rate or rates to be determined by a public or negotiated sale pursuant to Section 5 of the Ordinance), which interest shall be payable commencing not earlier than July 15, 2025, and semiannually thereafter on January 15 and July 15 to maturity. Interest shall be calculated on the basis of twelve (12) thirty (30)-day months for a three hundred sixty (360) day year. The principal of the Bonds shall mature and be payable beginning not earlier than July 15, 2025, and on January 15 and July 15 of each year thereafter over a period ending no later than twelve (12) years from the date of issuance of the Bonds. To the extent possible and as deemed advisable by the Municipal Advisor to the Town (the "Municipal Advisor"), payments of principal and interest on the Bonds shall be scheduled to provide for level debt service payments. The final amortization schedule shall be certified by the Clerk-Treasurer prior to the sale of the Bonds.

The Bonds are, as to all the principal thereof and interest due thereon, general obligations of the Town, payable from *ad valorem* property taxes on all taxable property within the Town.

The <u>Clerk-Treasurer Town Council President (defined herein)</u> is hereby authorized and directed to appoint the Registrar and Paying Agent for the Bonds (the "Registrar and Paying Agent"); and the Clerk-Treasurer is hereby authorized and directed to enter into such agreements or understandings with the Registrar and Paying Agent as will enable such entity to perform effectively all required services on behalf of the Town. The Clerk-Treasurer is further authorized and directed to pay the fees and expenses of the Registrar and Paying Agent out of available funds of the Town.

The principal of the Bonds shall be payable at the principal office of the Registrar and Paying Agent. Except as may be otherwise provided in the Bonds, interest on the Bonds shall be paid by check or draft mailed or delivered one (1) business day prior to such payment date to the registered owner thereof at the address as it appears on the registration books kept by the

Registrar and Paying Agent as of the first day of the month of the interest payment date (the "Record Date") or at such other address as is provided to the Registrar and Paying Agent in writing by such registered owner. All payments on the Bonds shall be made in any coin or currency of the United States of America which on the dates of such payments shall be legal tender for the payment of public and private debts.

Each Bond shall be transferable or exchangeable only upon the books of the Town kept for that purpose at the principal office of the Registrar and Paying Agent, by the registered owner thereof in person, or by his attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar and Paying Agent duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. Bonds may be transferred or exchanged without cost to the registered owner, except for any tax or governmental charge required to be paid with respect to the transfer or exchange. The Registrar and Paying Agent shall not be obligated to make any exchange or transfer of Bonds during the period following the first day of the month of an interest payment date on the Bonds until such interest payment date. The Town and the Registrar and Paying Agent may treat and consider the person in whose name such Bonds are registered as the absolute owner thereof for all purposes including the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

In the event any Bond is mutilated, lost, stolen or destroyed, the Town may cause to be executed and the Registrar and Paying Agent may authenticate a new Bond of like date, maturity and denomination as the mutilated, lost, stolen or destroyed Bond, which new Bond shall be marked in a manner to distinguish it from the Bond for which it was issued; provided, that in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Town and the Registrar and Paying Agent, and in the case of any lost, stolen or destroyed Bond there shall be first furnished to the Town and Registrar and Paying Agent evidence of such loss, theft or destruction satisfactory to the Town and the Registrar and Paying Agent, together with indemnity satisfactory to them. In the event any such lost, stolen or destroyed Bond shall have matured, instead of causing to be issued a duplicate Bond, the Town and the Registrar and Paying Agent may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The Town and the Registrar and Paying Agent may charge the owner of such Bond with their reasonable fees and expenses in connection with the above. Every substitute Bond issued by reason of any Bond being lost, stolen or destroyed shall, with respect to such Bond, constitute a substitute contractual obligation of the Town, whether or not the lost, stolen or destroyed Bond shall be found at any time, and shall be entitled to all the benefits of this Ordinance, equally and proportionately with any and all other Bonds duly issued hereunder.

The Bonds shall bear an original date which shall be, subject to the determination of the <u>Town Council President and Clerk-Treasurer, upon consultation with the Municipal Advisor</u>, the first day of the month in which the Bonds are sold or delivered to the purchaser or purchasers thereof or the date on which the Bonds are delivered, and each Bond shall also bear the date of its authentication. Interest on the Bonds, which are authenticated on or before the Record Date, which precedes the first interest payment date, shall be paid from their original issue date. Interest on the Bonds authenticated subsequent to the Record Date which precedes the first

interest payment date thereon shall be paid from the interest payment date to which interest has been paid as of the date on which such Bonds are authenticated, unless a Bond is authenticated between the Record Date and the interest payment date, in which case the interest shall be paid from such interest payment date.

All Bonds shall be executed on behalf of the Town by the manual or facsimile signature of the President of the Town Council of the Town (the "Town Council President"), and attested by the manual or facsimile signature of the Clerk-Treasurer, and the Official Seal of the Town shall be impressed or a facsimile thereof shall be printed on each of the Bonds. In the event that any Officer whose signature appears on any Bond shall cease to be such Officer for any reason before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such Officer had been in such office at the time of such delivery. Subject to the provisions hereof for registration, the Bonds shall be negotiable under the laws of the State of Indiana.

The Bonds shall be authenticated with the manual signature of an authorized representative of the Registrar and Paying Agent, and no Bond shall be valid or obligatory for any purpose until the certificate of authentication on such Bond shall have been so executed.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent by giving thirty (30) days' written notice to the Town and by first-class mail to each registered owner of Bonds then outstanding, and such resignation will take effect at the end of such thirty (30) days or upon the earlier appointment of a successor Registrar and Paying Agent by the Town. Such notice to the Town may be served personally or be sent by registered mail. The Registrar and Paying Agent may also be removed at any time as Registrar and Paying Agent by the Town, in which event the Clerk-Treasurer Town Council President, on behalf of the Town, may appoint a successor Registrar and Paying Agent. The Town shall cause each registered owner of Bonds then outstanding to be notified by first-class mail of the removal of the Registrar and Paying Agent. Notices to registered owners of Bonds shall be deemed to be given when mailed by first class mail to the addresses of such registered owners as they appear on the registration books kept by the Registrar and Paying Agent. Any predecessor Registrar and Paying Agent shall deliver all of the Bonds and cash in its possession with respect thereto, together with the registration books, to the successor Registrar and Paying Agent. The Clerk-TreasurerTown Council President is hereby authorized to act on behalf of the Town with regard to any of the aforementioned actions of the Town relating to the resignation or removal of the Registrar and Paying Agent and appointment of a successor Registrar and Paying Agent. The Clerk-Treasurer is further authorized and directed, on behalf of the Town, to enter into such agreements or understandings with any subsequent Registrar and Paying Agent as will enable it to perform the services required of it. Any such subsequent Registrar and Paying Agent shall be paid for its services out of available funds of the Town.

SECTION 3. The Town Council President and the Clerk-Treasurer, upon consultation with the Municipal Advisor, may designate maturities of Bonds (or portion thereof in authorized denominations set forth in the Bonds) that shall be subject to optional redemption and/or mandatory sinking fund redemption, and the corresponding redemption dates, amounts and prices (including premium, if any). Except as otherwise set forth in this Ordinance, the Town Council President and the Clerk-Treasurer, upon consultation with the Municipal Advisor, are

hereby authorized and directed to determine the terms governing any such redemption, as evidenced by the delivery of the Bonds.

Notice of redemption shall be mailed by first-class mail or by registered or certified mail to the address of each registered owner of a Bond to be redeemed as shown on the Registration Record not less than thirty (30) days prior to the date fixed for redemption except to the extent such redemption notice is waived by owners of Bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any Bond shall not affect the validity of any proceedings for the redemption of any other Bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers (if any) of the Bonds called for redemption. The place of redemption may be determined by the Town. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such Bonds shall no longer be protected by this ordinance and shall not be deemed to be outstanding hereunder, and the holders thereof shall have the right only to receive the redemption price.

All Bonds which have been redeemed shall be canceled and shall not be reissued; provided, however, that one (1) or more new registered bonds shall be issued for the unredeemed portion of any Bond without charge to the holder thereof.

No later than the date fixed for redemption, funds shall be deposited with the Paying Agent or another paying agent to pay, and such agent is hereby authorized and directed to apply such funds to the payment of, the Bonds or portions thereof called for redemption, including accrued interest thereon to the redemption date. No payment shall be made upon any Bond or portion thereof called for redemption until such bondBond shall have been delivered for payment or cancellation or the Registrar shall have received the items required by this Ordinance with respect to any mutilated, lost, stolen or destroyed bondBond.

**SECTION 4.** The form and tenor of the Bonds shall be substantially as follows (all blanks to be properly completed prior to the preparation of the Bonds):

No. 24R-1

## UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF LAKE

## TOWN OF CEDAR LAKE, INDIANA GENERAL OBLIGATION BOND, SERIES 2024

<u>Interest Rate</u>	Maturity Date	Original Date	Authentication Date	<u>CUSIP</u>
		, 2024	, 2024	

### REGISTERED OWNER:

### PRINCIPAL SUM:

The Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation duly organized and existing under the laws of the State of Indiana (the "Town"), for value received hereby acknowledges itself indebted and promises to pay, but only from the sources and in the manner herein provided, to the registered owner (named above) or registered assigns, the principal amount set forth above on the maturity date set forth above, and to pay interest on such principal sum to the registered owner of this bond (defined herein) until the Town's obligation with respect to the payment of such principal sum shall be discharged, at the rate per annum specified above from the interest payment date immediately preceding the date of the authentication of this Bond, unless this Bond is authenticated on or before \_\_\_\_\_1, 202\_\_\_, in which case interest shall be paid from the original date specified above, or unless this bond is authenticated after the first day of the month of an interest payment date and before such interest payment date, in which case interest shall be paid from such interest payment date. Interest shall be payable on January 15 and July 15 of each year commencing \_\_\_\_\_ 15, 202 . Interest shall be calculated on the basis of twelve (12) thirty (30)-day months for a three hundred sixty (360) day vear.

has been designated as the initial Registrar and Paying Agent (the "Registrar and Paying Agent") for this Bond. The principal of this Bond is payable at the principal office of the Registrar and Paying Agent and interest on this Bond shall be paid by check or draft mailed or delivered one business day prior to such payment date to the registered owner hereof at the address as it appears on the registration books kept by the Registrar and Paying Agent as of the first day of the month of the interest payment date or at such other address as is provided to the Registrar and Paying Agent in writing by the registered owner. All payments on the bonds Bonds shall be made in any coin or currency of the United States of America which on the dates of such payments shall be legal tender for the payment of public and private debts. Subject to the provisions for registration, this bond Bond is negotiable under the laws of the State of Indiana.

Ordinance to which the holder hereof by the acceptance of this bond assents.

The bonds Bonds maturing in any one (1) year are issuable only in fully registered form in denominations of [\$5,000 or integral multiples thereof/\$100,000 and integral multiples of \$1,000) above such minimum denomination] not exceeding the aggregate principal amount of the bonds Bonds maturing in such year.

# [INSERT OPTIONAL AND MANDATORY SINKING FUND REDEMPTION TERMS]

Notice of such redemption shall be mailed by first-class mail or by registered or certified mail not less than thirty (30) days prior to the date fixed for redemption to the address of the registered owner of each Bond to be redeemed as shown on the registration record of the Town except to the extent such redemption notice is waived by owners of the Bond or Bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any bondBond shall not affect the validity of any proceedings for the redemption of any other bondsBonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers, if any, of the bondsBonds called for redemption. The place of redemption may be determined by the Town. Interest on the bondsBonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such bondsBonds shall no longer be protected by the Ordinance and shall not be deemed to be outstanding thereunder.

If this Bond or a portion hereof shall have become due and payable in accordance with its terms or this bondBond and the whole amount of the principal of and interest so due and payable upon all of this bondBond or a portion hereof then outstanding shall be paid or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose, or (iii) time certificates of deposit fully secured as to both principal and interest by obligations of the kind described in (ii) above of a bank or banks the principal of and interest on which when due will provide sufficient moneys for such purpose, shall be held in trust for such purpose, then and in that case this bondBond or such portion hereof shall no longer be deemed outstanding or an indebtedness of the Town.

This Bond is transferable or exchangeable only upon the books of the Town kept for such purpose at the principal office of the Registrar and Paying Agent by the registered owner hereof in person, or by his attorney duly authorized in writing, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Registrar and Paying Agent duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The Registrar and Paying Agent shall not be obligated to make any exchange or transfer of this Bond following the first day of the month of an interest payment date on this Bond until such interest payment date. The Town and the Registrar and Paying Agent for this Bond may treat and consider the person in whose name this bondBond is registered as the

absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due thereon.

In the event that this Bond is mutilated, lost, stolen or destroyed, the Town may cause to be executed and the Registrar and Paying Agent may authenticate a new Bond of like date, maturity and denomination as this bond Bond, which new Bond shall be marked in a manner to distinguish it from this bondBond; provided, that in the case of this Bond being mutilated, this Bond shall first be surrendered to the Town and the Registrar and Paying Agent, and in the case of this Bond being lost, stolen or destroyed, there shall first be furnished to the Town and the Registrar and Paying Agent evidence of such loss, theft or destruction satisfactory to the Town and the Registrar and Paying Agent, together with indemnity satisfactory to them. In the event that this Bond, being lost, stolen or destroyed, shall have matured, instead of causing to be issued a duplicate Bond the Town and the Registrar and Paying Agent may, upon receiving indemnity satisfactory to them, pay this Bond without surrender hereof. In such event, the Town and the Registrar and Paying Agent may charge the owner of this Bond with their reasonable fees and expenses in connection with the above. Every substitute Bond issued by reason of this Bond being lost, stolen or destroyed shall, with respect to this Bond, constitute a substitute contractual obligation of the Town, whether or not this Bond, being lost, stolen or destroyed shall be found at any time, and shall be entitled to all the benefits of the Ordinance referred to above, equally and proportionately with any and all other bonds duly issued thereunder.

[A Continuing Disclosure Contract from the Town to each registered owner or holder of any bondBond, dated as of the date of initial issuance of the Bonds (the "Contract"), has been executed by the Town, a copy of which is available from the Town and the terms of which are incorporated herein by this reference. The Contract contains certain promises of the Town to each registered owner or holder of any Bond, including a promise to provide certain continuing disclosure. By its payment for and acceptance of this bondBond, the registered owner or holder of this bondBond assents to the Contract and to the exchange of such payment and acceptance for such promises.]

In the manner provided in the Ordinance, the Ordinance and the rights and obligations of the Town and of the owners of the bonds Bonds, may (with certain exceptions as stated in the Ordinance), be modified or amended with the consent of the owners of at least sixty percent (60%) in aggregate principal amount of outstanding bonds Bonds exclusive of bonds Bonds, if any, owned by the Town.

[This bond Bond has been designated as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.]

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent by giving thirty (30) days' written notice to the Town and by first-class mail to the registered owners of bonds Bonds then outstanding, and such resignation will take effect at the end of such thirty (30) days or upon the earlier appointment of a successor Registrar and Paying Agent by the Town. Such notice to the Town may be served personally or be sent by registered mail. The Registrar and Paying Agent may also be removed at any time as Registrar and Paying Agent by the Town, in which event the Town may appoint a successor Registrar and Paying Agent. The Town shall cause the registered owner of this bondBond, if then outstanding, to be notified by

first-class mail of the removal of the Registrar and Paying Agent. Notices to registered owners of bondsBonds shall be deemed to be given when mailed by first-class mail to the addresses of such registered owners as they appear in the registration books kept by the Registrar and Paying Agent.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bondBond have been done and performed in regular and due form as provided by applicable law; that this bondBond and such total issue of bondsBonds are within every limit of indebtedness provided by the constitutionConstitution and laws of the State of Indiana; and this bondBond and such total issue of bondsBonds are, as to all the principal thereof and interest due thereon, general obligations of the Town, payable from ad valorem property taxes on all taxable property within the Town.

This <u>bondBond</u> shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by an authorized representative the Registrar and Paying Agent.

IN WITNESS WHEREOF, the Town of Cedar Lake, <u>Lake County</u>, Indiana, by Ordinance of its Town Council, has caused this Bond to be executed in its name by the manual or facsimile signature of the President of its Town Council, and attested by the manual or facsimile signature of its Clerk-Treasurer, with the Corporate Seal of such Town impressed or a facsimile thereof printed hereon.

Town of Cedar Lake, <u>Lake County</u> , India	ANA
By:  Town Council President	
	By:  Town Council President

### REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This bond Bond is one of the bonds described in the within-mentioned ordinance.

as Registrar and Pa	ving Agent

By:	
Authorized Representative	_

# ASSIGNMENT

FOR VALUE RECEIVED the unde	rsigned hereby sells, assigns and transfers unto
	(insert name and address) the within bond Bond
	hereby irrevocably constitutes and appoints
<u>issuer</u> attorney to t	ransfer the within bond on the books kept for the
registration thereof with full power of sub	ostitution in the premises.
Dated:	
	NOTICE: The signature to this assignment must
	correspond with the name as it appears on the face of the
	within bond bond in every particular, without alteration or
	enlargement or any change whatsoever.
Signature Guarantee:	
<b>NOTICE</b> : Signature(s) must be	
guaranteed by an eligible guarantor	
institution participating in a Securities	
Transfer Association recognized	
signature guarantee program.	

(End of Bond Form)

The Bonds may, in compliance with all applicable laws, initially be issued and held in book-entry form on the books of the central depository system, The Depository Trust Company, its successors, or any successor central depository system appointed by the Town from time to time (the "Clearing Agency"), without physical distribution of bonds to the purchasers. The following provisions of this Section apply in such event.

One (1) definitive Bond of each maturity shall be delivered to the Clearing Agency (or its agent) and held in its custody. The Town and the Registrar and Paying Agent may, in connection therewith, do or perform or cause to be done or performed any acts or things not adverse to the rights of the holders of the Bonds as are necessary or appropriate to accomplish or recognize such book-entry form Bonds.

During any time that the Bonds remain and are held in book-entry form on the books of a Clearing Agency, (1) any such Bond may be registered upon the books kept by the Registrar in the name of such Clearing Agency, or any nominee thereof, including Cede & Co., as nominee of The Depository Trust Company; (2) the Clearing Agency in whose name such Bond is so registered shall be, and the Town and the Registrar and Paying Agent may deem and treat such Clearing Agency as, the absolute owner and holder of such Bond for all purposes of this Ordinance, including, without limitation, the receiving of costs of the principal of and interest on such Bond, the receiving of notice and giving of consent; (3) neither the Town nor the Registrar or Paying Agent shall have any responsibility or obligation hereunder to any direct or indirect participant, within the meaning of Section 17A of the Securities Exchange Act of 1934, as amended, of such Clearing Agency, or any person on behalf of which, or otherwise in respect of which, any such participant holds any interest in any Bond, including, without limitation, any responsibility or obligation hereunder to maintain accurate records of any interest in any Bond or any responsibility or obligation hereunder with respect to the receiving of payment of principal of or interest or premium, if any, on any Bond, the receiving of notice or the giving of consent; and (4) the Clearing Agency is not required to present any Bond called for partial redemption prior to receiving payment so long as the Registrar and Paying Agent and the Clearing Agency have agreed to the method for noting such partial redemption.

If either the Town receives notice from the Clearing Agency which is currently the registered owner of the Bonds to the effect that such Clearing Agency is unable or unwilling to discharge its responsibility as a Clearing Agency for the Bonds, or the Town elects to discontinue its use of such Clearing Agency as a Clearing Agency for the Bonds, then the Town and Registrar and Paying Agent each shall do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the Bonds, as are necessary or appropriate to discontinue use of such Clearing Agency as a Clearing Agency for the Bonds and to transfer the ownership of each of the Bonds to such person or persons, including any other Clearing Agency, as the holders of the Bonds may direct in accordance with this Ordinance. Any expenses of such discontinuance and transfer, including expenses of printing new certificates to evidence the Bonds, shall be paid by the Town.

During any time that the Bonds are held in book-entry form on the books of a Clearing Agency, the Registrar shall be entitled to request and rely upon a certificate or other written representation from the Clearing Agency or any participant or indirect participant with respect to the identity of any beneficial owner of Bonds as of a record date selected by the Registrar. For

purposes of determining whether the consent, advice, direction or demand of a registered owner of a Bond has been obtained, the Registrar shall be entitled to treat the beneficial owners of the Bonds as the bondholders and any consent, request, direction, approval, objection or other instrument of such beneficial owner may be obtained in the fashion described in this Ordinance.

During any time that the Bonds are held in book-entry form on the books of a Clearing Agency, the Clerk-Treasurer and/or the Registrar are authorized to execute and deliver a Letter of Representations agreement with the Clearing Agency, or a Blanket Issuer Letter of Representations, and the provisions of any such Letter of Representations or any successor agreement shall control on the matters set forth therein. The Registrar, by accepting the duties of Registrar under this Ordinance, agrees that it will (i) undertake the duties of agent required thereby and that those duties to be undertaken by either the agent or the issuer shall be the responsibility of the Registrar, and (ii) comply with all requirements of the Clearing Agency, including without limitation same day funds settlement payment procedures. Further, during any time that the Bonds are held in book-entry form, the provisions of this Section 4 of this Ordinance shall control over conflicting provisions in any other section of this Ordinance.

<u>SECTION 5.</u> The Town Council President and the Clerk-Treasurer are authorized to provide for the sale of the Bonds either through a competitive bid sale or by a negotiated sale based upon the advice provided by the Municipal Advisor as set forth herein.

If the Town Council President and the Clerk-Treasurer, upon consultation with the Municipal Advisor, deem it in the best interests of the Town, all or any portion of the Bonds may be sold at a public sale in accordance with applicable Indiana law. The Bonds may be offered and sold pursuant to an Official Statement with respect to the Bonds (the "Official Statement"), to be made available and distributed in such manner, at such times, for such periods and in such number of copies as may be required pursuant to Rule 15c2- 12 promulgated by the United States Securities and Exchange Commission (the "Rule") and any and all applicable rules and regulations of the Municipal Securities Rulemaking Board. The Town Council hereby authorizes the Clerk-Treasurer (a) to authorize and approve a Preliminary Official Statement, as the same may be appropriately confirmed, modified and amended for distribution as the Preliminary Official Statement of the Town; (b) on behalf of the Town, to designate the Preliminary Official Statement a "final" Official Statement of the Town with respect to the Bonds, subject to completion as permitted by and otherwise pursuant to the provisions of the Rule; and (c) to authorize and approve the Preliminary Official Statement to be placed into final form and to enter into such agreements or arrangements as may be necessary or advisable in order to provide for the distribution of a sufficient number of copies of the final Official Statement under the Rule.

Prior to a public sale of all or any portion of the Bonds, the Clerk-Treasurer shall cause to be published a notice of intent to sell once each week for two (2) consecutive weeks per Indiana Code § 5-3-1-2. The notice must state that any person interested in submitting a bid for the Bonds may furnish in writing at the address set forth in the notice, the person's name, address, and telephone number, and that any such person may also furnish a telex number. The notice must also state: (1) the amount of the Bonds to be offered; (2) the denominations; (3) the dates of maturity; (4) the maximum rate or rates of interest; (5) the place of sale; (6) the time within which the name, address and telephone number must be furnished, which must not be less than

seven (7) days after the last publication of the notice of intent to sell; and (7) such other matters as the Clerk-Treasurer shall deem appropriate. Each person so registered shall be notified of the date and time bids will be received, not less than twenty-four (24) hours before the date and time of sale. The notification shall be made by telephone at the number furnished by the person, and also by telex if the person furnishes a telex number.

All bids for Bonds shall be sealed and shall be presented to the Clerk-Treasurer in accord with the terms set forth in the Sale Notice. Bidders for the Bonds shall be required to name the rate or rates of interest which the Bonds are to bear, not exceeding sixfive and three quarters percent (6.005.75%) per annum, and such interest rate or rates shall be in multiples of one-eighth (1/8), one-twentieth (1/20), or one-hundredth (1/100) of one percent (1.00%). Bids specifying more than one (1) interest rate shall also specify the amount and maturities of the Bonds bearing each interest rate, and all Bonds maturing on the same date must bear the same rate of interest. Subject to the provisions set forth below, the Clerk-Treasurer shall award the Bonds to the bidder offering the lowest net interest cost to the Town, to be determined by computing the total interest on all of the Bonds from the date thereof to their maturity and deducting therefrom the premium bid, if any, or adding thereto the amount of any discount, if any. No bid for less than 99% of the par value of the Bonds, including accrued interest at the rate or rates named to the date of delivery, will be considered. The Clerk-Treasurer may require that the successful bidder provide to the Town a good faith deposit in the form of cash, certified or cashier's checks payable to the order of the Town, or wire transfer (as instructed by the Town) (the "Deposit"), in an amount not to exceed one percent (1%) of the aggregate principal amount of the Bonds as a guaranty of the performance of said bid. The successful bidder shall be required to submit to the Town the Deposit not later than 3:30 p.m. (local time) on the next business day following the award. In the event the successful bidder shall fail or refuse to accept delivery of the Bonds and pay for the same as soon as the Bonds are ready for delivery or at the time fixed in the notice of sale, then such Deposit and the proceeds thereof shall be the property of the Town and shall be considered as its liquidated damages on account of such default. The Clerk-Treasurer shall have full right to reject any and all bids. In the event no acceptable bid is received at the time fixed in the notice for the sale of the Bonds, the Clerk-Treasurer shall be authorized to continue to receive bids from day to day thereafter for a period not to exceed thirty (30) days, without readvertising; provided, however, that if such sale be continued, no bid shall be accepted which offers an interest cost which is equal to or higher than the best bid received at the time originally fixed for such sale.

Notwithstanding anything in this Ordinance to the contrary, and in lieu of a public sale of the Bonds pursuant to this Section, if the Town Council President and the Clerk-Treasurer, upon consultation with the Municipal Advisor, deem it in the best interests of the Town, all or any portion of the Bonds may be sold through a negotiated sale in the manner and upon the terms and conditions set forth in a purchase agreement between the Town and an underwriter to be selected by the Town Council President and the Clerk-Treasurer (the "Underwriter") or a financial institution to be selected by the Town Council President and the Clerk-Treasurer (the "Purchaser")(such purchase agreement, the "Purchase Agreement"). The Town Council hereby approves, and authorizes and directs the Town Council President and the Clerk-Treasurer, for and on behalf of the Town, to execute and deliver, and to perform the obligations of the Town under, the Purchase Agreement, in the form the Town Council President and the Clerk-Treasurer, with the advice of counsel, determine to be necessary or appropriate, such

determination to be conclusively evidenced by such Town Council President and Clerk-Treasurer's execution thereof.

After the Bonds have been properly sold and executed, the Clerk-Treasurer shall receive from the purchasers payment for the Bonds and shall provide for delivery of the Bonds to the purchasers.

In connection with the sale of the Bonds, the Town Council President and the Clerk-Treasurer are each authorized to take such actions and to execute and deliver such agreements and instruments as they deem advisable to obtain a rating or bond insurance for the Bonds, and the taking of such actions and the execution and delivery of such agreements and instruments are hereby approved.

Prior to the delivery of the Bonds, the Clerk-Treasurer shall be authorized to obtain a legal opinion as to the validity of the Bonds from Barnes & Thornburg LLP, Bond Counsel for the Town, and to furnish such opinion to the purchaser or purchasers of the Bonds. The cost of such opinion shall be considered as part of the costs incidental to these proceedings and may be paid out of proceeds of the Bonds.

SECTION 6. The Clerk-Treasurer is hereby authorized and directed to have the Bonds prepared, and the Town Council President is hereby requested and authorized to execute the Bonds with the Town Council President's manual or facsimile signature. The Clerk-Treasurer is hereby requested and authorized to attest to the Bonds with the Clerk-Treasurer's manual or facsimile signature, and to cause the seal of the Town to be impressed or a facsimile thereof to be printed on the Bonds, all in the form and manner herein provided. After the Bonds have been properly executed, the Clerk-Treasurer shall deliver or cause to be delivered the Bonds to the purchasers in the manner provided by applicable law.

SECTION 7. The Town Council hereby requests, authorizes and directs the Town Council, the Town Council President and the Clerk-Treasurer, and each of them, for and on behalf of the Town, to prepare, execute and deliver any and all other instruments, letters, certificates, agreements and documents as are determined to be necessary or appropriate to consummate the transactions contemplated by this Ordinance, and such determination shall be conclusively evidenced by the execution thereof. The instruments, letters, certificates, agreements and documents, including the Bonds, necessary or appropriate to consummate the transactions contemplated by this Ordinance shall, upon execution, as contemplated herein, constitute the valid and binding obligations or representations and warranties of the Town, the full performance and satisfaction of which by the Town is hereby authorized and directed.

**SECTION 8.** In order to preserve the excludability from gross income of interest on the Bonds under federal law, the Town Council, on behalf of the Town, represents, covenants and agrees that, to the extent necessary to preserve such exclusion:

(a) No person or entity or any combination thereof, other than the Town or any governmental unit within the meaning of Section 141(b)(6) and Section 150(a)(2) of

the Internal Revenue Code of 1986, as amended and in effect on the date of delivery of the Bonds (the "Code"), will use proceeds of the Bonds;

- (b) No Bond proceeds will be lent to any entity or person other than a governmental unit. No Bond proceeds will be transferred directly or indirectly transferred or deemed transferred to a person other than a governmental unit in a fashion that would in substance constitute a loan of such Bond proceeds;
- (c) The Town will file an information report Form 8038-G with respect to the Bonds with the Internal Revenue Service as required by Section 149 of the Code;
- (d) The Town will not take any action or fail to take any action with respect to the Bonds that would result in the loss of the excludability from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Code, and the Town Council will not act or permit any actions by Officers or Officials of the Town that would in any manner adversely affect such excludability. The Town Council further covenants that the Town will not make any investment or do any other act or thing during the period that any Bond is outstanding hereunder which would cause any Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and the regulations applicable thereto as in effect on the date of delivery of the Bonds. The Town shall comply with the arbitrage rebate requirements under Section 148 of the Code to the extent applicable; and
- (e) All Officers, Employees and Agents of the Town are hereby authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the Town as of the date that the Bonds are issued, and to make covenants on behalf of the Town evidencing the Town's commitments made herein. In particular, any and all appropriate Officers, Employees and Agents of the Town are authorized to certify and/or enter into covenants for the Town regarding (i) the facts and circumstances and reasonable expectations of the Town on the date that the Bonds are issued and (ii) the commitments made herein by the Town regarding the amount and use of the proceeds of the Bonds.
- (f) The Town hereby authorizes the Town Council President or Clerk-Treasurer to designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Code, upon consultation with the Municipal Advisor, prior to the delivery of the Bonds.

<u>SECTION 9.</u> Notwithstanding any other provision of this Ordinance, any of the covenants and authorizations contained in this Ordinance (the "Tax Sections") which are designed to preserve the excludability of interest on the Bonds from gross income for purposes of federal income taxation (the "Tax Exemption") need not be complied with if the Town receives an opinion of nationally recognized bond counsel that compliance with such Tax Section is unnecessary to preserve the Tax Exemption.

SECTION 10. If, when the Bonds or a portion thereof shall have become due and payable in accordance with their terms and the whole amount of the principal of and interest so due and payable upon all of the Bonds or a portion thereof then outstanding shall be paid or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the

interest on which when due will provide sufficient moneys for such purpose, or (iii) time certificates of deposit fully secured as to both principal and interest by obligations of the kind described in (ii) above of a bank or banks the principal of and interest on which when due will provide sufficient moneys for such purpose, shall be held in trust for such purpose, then and in that case the Bonds or such portion thereof issued hereunder shall no longer be deemed outstanding or an indebtedness of the Town.

**SECTION 11.** If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

**SECTION 12.** The Town may, without the consent of, or notice to, any of the owners of the Bonds, adopt a Supplemental Ordinance for any one (1) or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Ordinance;
- (b) To grant to or confer upon the owners of the Bonds any additional benefits, rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of the Bonds, or to make any change which, in the sole judgment of the Town, is not to the prejudice of the owners of the Bonds;
- (c) To modify, amend or supplement this Ordinance to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America;
  - (d) To provide for the refunding or advance refunding of the Bonds;
- (e) To procure a rating on the Bonds from a nationally recognized securities rating agency designated in such Supplemental Ordinance, if such supplemental ordinance will not adversely affect the owners of the Bonds; and
- (f) Any other purpose which in the determination of the Town Council, in its sole discretion, does not adversely impact the interests of the owners of the Bonds.

SECTION 13. This Ordinance, and the rights and obligations of the Town and the owners of the Bonds may be modified or amended at any time by Supplemental Ordinances adopted by the Town with the consent of the owners of the Bonds holding at least sixty percent (60%) in aggregate principal amount of the outstanding Bonds (exclusive of Bonds, if any, owned by the Town); provided, however, that no such modification or amendment shall, without the express consent of the owners of the Bonds affected, reduce the principal amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date, extend its maturity or the times for paying interest thereon, permit a privilege or priority of any Bond or Bonds over any other Bond or Bonds, create a lien securing any Bonds other than a lien ratably securing all of the Bonds outstanding, or change the monetary medium in which principal and interest are payable, nor shall any such modification or amendment reduce the percentage of consent required for amendment or modification.

Any act done pursuant to a modification or amendment so consented to shall be binding upon all the owners of the Bonds and shall not be deemed an infringement of any of the provisions of this Ordinance or of the Act, and may be done and performed as fully and freely as

if expressly permitted by the terms of this Ordinance, and after such consent relating to such specified matters has been given, no owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the Town or any officer Officer thereof from taking any action pursuant thereto.

If the Town shall desiredecide to obtain any such consent, it shall cause the Registrar and Paying Agent to mail a notice, postage prepaid, to the respective owners of the Bonds at their addresses appearing on the registration books held by the Registrar and Paying Agent. Such notice shall briefly set forth the nature of the proposed Supplemental Ordinance and shall state that a copy thereof is on file at the office of the Registrar and Paying Agent for inspection by all owners of the Bonds. The Registrar and Paying Agent shall not, however, be subject to any liability to any owners of the Bonds by reason of its failure to mail the notice described in this Section 13, and any such failure shall not affect the validity of such Supplemental Ordinance when consented to and approved as provided in this Section 13. Whenever at any time within one (1) year after the date of the mailing of such notice, the Town shall receive an instrument or instruments purporting to be executed by the owners of the Bonds of not less than sixty percent (60%) in aggregate principal amount of the Bonds then outstanding (exclusive of Bonds, if any, owned by the Town), which instrument or instruments shall refer to the proposed Supplemental Ordinance described in such notice, and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice as on file with the Registrar and Paying Agent, thereupon, but not otherwise, the Town may adopt such Supplemental Ordinance in substantially such form, without liability or responsibility to any owners of the Bonds, whether or not such owner shall have consented thereto.

Upon the adoption of any Supplemental Ordinance pursuant to the provisions of this Section 13, this Ordinance shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Ordinance shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

SECTION 14. If the date of making any payment or the last date for performance of any act or the exercising of any right, as provided in this Ordinance, shall be a legal holiday or a day on which banking institutions in the Town or the city or town in which the Registrar and Paying Agent is located are typically closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are typically closed, with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period after such nominal date.

SECTION 15. This Ordinance shall take effect, and be in full force and effect, from and upon compliance with the procedures, if any, required by applicable law, and all Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

## ALL OF WHICH IS ADOPTED AND APPROVED THIS 7<sup>th</sup> DAY OF NOVEMBER, 2024, BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.

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

	Nick Recupito, President
	Greg Parker, Vice-President
	Robert H. Carnahan, Member
	Julie Rivera, Member
	Chuck Becker, Member
	Mary Joan Dickson, Member
	Richard C. Thiel, Jr., Member
ATTEST:	
Jennifer N. Sandberg, IAMC, CMC, CPFIM Clerk-Treasurer	[

DMS 44684275

Summary report:	
Litera Compare for Word 11.9.1.1 Document com	parison done on
10/10/2024 5:25:07 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://cloudimanage.com/DMS/44684275/2	
Modified DMS: iw://cloudimanage.com/DMS/44684275/	3
Changes:	
<u>Add</u>	90
<del>Delete</del>	62
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	152

#### TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

#### **ORDINANCE NO. 1503**

# AN ORDINANCE OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, APPROPRIATING THE PROCEEDS DERIVED FROM THE SALE OF GENERAL OBLIGATION BONDS OF THE TOWN, AND ALL MATTERS RELATED THERETO.

WHEREAS, pursuant to an Ordinance adopted by the Town Council (the "Town Council") of the Town of Cedar Lake, Lake County, Indiana (the "Town"), on November 7, 2024 (the "Bond Ordinance"), the Town Council authorized the issuance of the Town of Cedar Lake, Indiana General Obligation Bonds, Series 2024 (the "Bonds") to be issued in an amount not exceeding Three Million One Hundred Thousand Dollars (\$3,100,000), for the purpose of financing the costs of all or any portion of (i) certain improvements, repairs and replacements to various roads and streets within the boundaries of the Town (the "Road Project"), (ii) the acquisition of vehicles, machinery and/or other equipment for use by the Town, including without limitation a fire truck, an ambulance, a street sweeper, and a payloader (collectively, the "Equipment Project"), and (iii) any and all projects related to the Road Project and the Equipment Project (collectively, the "Projects"), and paying related expenses, including the costs of issuing the Bonds; and

WHEREAS, the Town Council has found that there are insufficient funds available or provided for in the existing budget and tax levy which may be applied to the costs of the Projects and such related expenses and has authorized the issuance of the Bonds to procure such funds and that a need exists for the making of the additional appropriation hereafter set out; and

WHEREAS, notice of a hearing on said appropriation has been duly given by publication as required by applicable law, and the hearing on said appropriation has been held, at which all taxpayers and other interested persons had an opportunity to appear and express their views as to such appropriation.

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

SECTION 1. There is hereby appropriated a sum not to exceed Three Million One Hundred Thousand Dollars (\$3,100,000) out of the proceeds of the Bonds, together with all investment earnings thereon, for the purpose of providing funds to pay the costs of the Projects, and paying related expenses including the costs of issuing the Bonds, as provided in the Bond Ordinance. Such appropriation shall be in addition to all appropriations provided for in the existing budget and shall continue in effect until the completion of the described purposes.

**SECTION 2.** The President of the Town Council and the Clerk-Treasurer of the Town and other appropriate Officers of the Town are hereby authorized to take all such actions and execute all such instruments as are necessary or desirable to effectuate this Ordinance, including

the filing of a report of this appropriation with the Indiana Department of Local Government Finance.

SECTION 3. This Ordinance shall take effect, and be in full force and effect, from and after its adoption in conformance with applicable law.

ALL OF WHICH IS ADOPTED AND APPROVED THIS 7th DAY OF NOVEMBER, 2024, BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.

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

reg Parker, Vice-President bbert H. Carnahan, Member
obert H. Carnahan, Member
lie Rivera, Member
nuck Becker, Member
ary Joan Dickson, Member
chard C. Thiel, Jr., Member

DMS 44684707

#### TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

#### **RESOLUTION NO. 1360**

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

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

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

#### **GENERAL FUND #101**

#### TOTAL TRANSFERS \$55,003.00

Town Cor \$ \$	uncil 002 1,000.00 16,500.00	Total Transfers \$ 17,500.00 From: 313 – Prof Services From: 313 – Prof Services	To: 322 – Travel To: 341 – Prop & Casualty
Police De	pt. 003	Total Transfers \$1,000.00	
\$	1,000.00	From: 313 – Prof Services	To: 322 – Travel
Planning,	Zoning, Building	004 Total Transfers \$7,500.00	
\$	1,500.00	From: 111 – Director	To: 112 – Full-Time Staff
\$	6,000.00	From: 111 – Director	To: 311 – Attorney
Fire Dept \$	300.00	Total Transfers \$12,300.00 From: 211 – Office Supplies	To: 212 – Postage
\$	12,000.00	From: 361 – Equipment Repairs	To: 362 – Vehicle Repairs
Parks & F	Rec 006	Total Transfers \$16,703.00	
\$	2,000.00	From: 113 – Full-Time Staff	To: 119 – PTO Payout
\$	7,500.00	From: 221 – Fuel	To: 213 – Event Supplies
\$	600.00	From: 399 – Facilities	To: 397 – Dues/Subscriptions
\$	4,603.00	From: 311 – Attorney	To: 241 – Misc Supplies
\$	2,000.00	From: 361 – Equip Repairs	To: 396 – Misc Services

#### MOTOR VEHICLE HIGHWAY #201

#### TOTAL TRANSFERS \$1,100.00

Motor Vehicle Highway 001 Total Transfers \$1,100.00

\$ 1,100.00 From: 122 – Fica/Med To: 131 – Uniform Allow.

## ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA THIS 15th DAY OF OCTOBER, 2024

Nick Recupito, President	Greg Parker, Vice President
Robert H. Carnahan	Julie Rivera
Chuck Becker	Mary Joan Dickson
Attest:	Richard C. Thiel Jr.
Jennifer N. Sandberg, IAMCA, CMC, CPFIM Clerk-Treasurer	

## TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA RESOLUTION NO. 1361

## A RESOLUTION AUTHORIZING AN APPEAL TO THE DEPARTMENT OF LOCAL GOVERNMENT FINANCE FOR AN INCREASE ABOVE THE MAXIMUM LEVY

**WHEREAS**, the Town Council of the Town of Cedar Lake, Lake County, Indiana has determined to appeal to the Department of Local Government Finance for an excess property tax levy.

Appeal Type	Appeal Amount
THREE-YEAR GROWTH FACTOR	\$423,411

We do hereby resolve to proceed with a petition for an excess property tax levy to the Department of Local Government Finance to increase the taxing unit's maximum levy and we represent that the taxing unit cannot carry out its governmental functions under its current maximum levy for the ensuing calendar year without the excess levy.

## PASSED AND RESOLVED THIS $15^{TH}$ DAY OF OCTOBER, 2024 TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

Nick Recupito, President	Greg Parker, Vice President
Robert H. Carnahan	Julie Rivera
Chuck Becker	Mary Joan Dickson
ATTEST:	Richard C. Thiel Jr.
Jennifer N. Sandberg, IAMCA, CMC, CPFIM Clerk-Treasurer	



#### BMO Bank N.A.

C/O Bank of Montreal 250 Yonge Street, 11th Floor Toronto, Ontario M58 2L7 Tel: 1 877-801-0414 Fax: 1-877-801-7787 SWIF & HATRUS44 13300 Crossroads Parkway North | SC-XRD-2W-G City of Industry, CA 91746-3417 Tel: 1-888-600-...723 SWIF .: HATRUS44

## Irrevocable Standby Letter of Credit

Amendment no. 8 Dated August 21, 2024

Beneficiary:
TOWN COUNCIL
TOWN OF CEDAR LAKE
TOWN HALL
7408 CONSTITUTION AVENUE
CEDAR LAKE, IN 46303 United States

Applicant: LENNAR HOMES OF INDIANA, LLC 1141 E MAIN STREET EAST DUNDEE, IL 60118 United States

We amend our Standby Letter of Credit subject to the following terms and conditions. This amendment forms an integral part of the original instrument. All other terms and conditions remain unchanged.

#### **Amended Terms:**

Expiry date has been amended to October 10, 2025

RE: Rose Garden Estates ("Subdivision")

On February 2, 2023, Bank of the West ("BOTW") merged with and into BMO Harris Bank N.A., a national banking association organized and existing under the laws of the United States. On September 3, 2023, BMO Harris Bank N.A. changed its name to BMO Bank N.A. as a result of the merger and name change, BMO Bank N.A. is now the Issuing Bank unde

We, BMO Bank N.A., hereby advise you that the same state of the least of the West, with BMO Bank N.A. and the Letter of Credit number with

All correspondence and inquiries regarding this Irrevocable Standby Letter of Credit should be directed to our Customer Service Center at the above address, telephone: 1-877-801-0414 or 1-888-600-8723, always quoting our Irrevocable Standby Letter of Credit reference number HACH699594OS which also has to be indicated on any documents that require the Letter of Credit number.

Please amend your records accordingly.





All other terms and conditions remain unchanged.

Unless otherwise instructed herein, all correspondence and inquiries regarding this transaction should be directed to our Customer Service Center at the above address, telephone: as indicated. Please indicate our reference number in all your correspondence or telephone inquiries.

Regards,





### TOWN OF CEDAR LAKE

7408 CONSTITUTION AVENUE P. O. BOX 707 CEDAR LAKE, IN 46303 PHONE (219) 374-7400 FAX (219) 374-8588

#### ROAD CUT PERMIT APPLICATION

APPLICATION DATE: 10-1-24	territorio de la composición de la com La composición de la
APPLICANT(S): Cook Builders	en e
APPLICANT ADDRESS: 13416 Cedar St, Cedar Lan	46303
BUSINESS PHONE #: 219. 775. 5404 CELL PHONE #:	Lips of the contract of the second
CONTRACTOR: Ziese Excourting PHONE:	
LOCATION OF PERMIT REQUEST: 13416 Calon St, Calon	Lake 46303
NEAREST CROSS STREETS: /34th /Cedor St	in out the even A
DESCRIPTION OF WORK: Connecting a new well	to residence.
Sheeting is diffing the well, from that we will	
some under street to connect water lines to	ses.ilenu
TARTING DATE:mid - cct COMPLETION DATE:mid -	oct " The state of
ESCRIPTION OF MATERIAL TO BE LEFT IN RIGHT-OF-WAY OR IN	ROADWAY:
TBD; Likely nothing will block public right-	of - way
	0
agree to comply with all applicable, State and Federal laws and Town of Cedinances and any other applicable requirements	dar Lake Standards,
	10-1-24

#### SURVEYOR LOCATION REPORT

THIS REPORT IS DESIGNED FOR USE BY A TITLE INSURANCE COMPANY WITH RESIDENTIAL LOAN POLICIES. NO CORNER MARKERS WERE SET AND THE LOCATION DATA HEREIN IS BASED ON LIMITED ACCURACY MEASUREMENTS. THEREFORE, NO LIABILITY WILL BE ASSUMED FOR ANY USE OF THIS DATA FOR CONSTRUCTION OF NEW IMPROVEMENTS OR FENCES.

**ROBERT JAGER** ORDERED BY:

LEGAL DESCRIPTION: (FROM TRUSTEE'S DEED DOC. NO. 2017-038266)

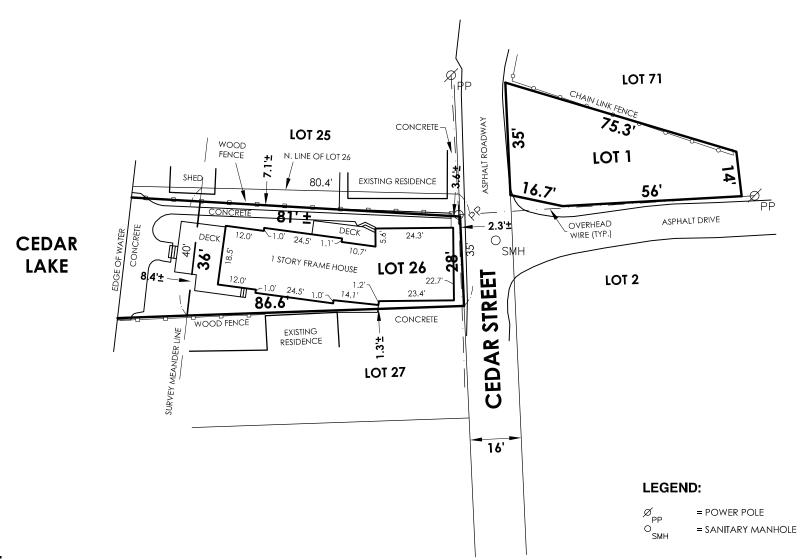
PARCEL 1:

THAT PART OF LOT 26, CEDAR POINT PARK, IN THE TOWN OF CEDAR LAKE, AS SHOWN ON PLAT BOOK 15, PAGE 5, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 26; THENCE NORTH ALONG THE WEST LINE OF A PUBLIC ROAD, 28 FEET TO A POINT; THENCE IN A NORTHWESTERLY DIRECTION TO THE WEST LINE OF SAID LOT 26, TO A POINT WHICH IS 36 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT, 36 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE EAST 86.6 FEET TO THE POINT OF BEGINNING.

(FROM TRUSTEE'S DEED DOC. NO. 2018-006526)

LOT 1, BLOCK 11, RE-SUBDIVISION OF LOTS 1 AND 2, 69 AND 70, 89 THRU 91 INCLUSIVE, 160, 161, 255 TO 377 INCLUSIVE, 382 TO 403

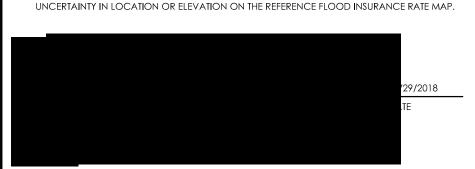
INCLUSIVE, CEDAR POINT PARK, PLAT BOOK 21, PAGE 42, LAKE COUNTY, INDIANA.



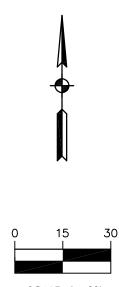
#### NOTE:

THE RECORD DESCRIPTION FOR THE PART OF LOT 26 APPEARS TO DESCRIBE THE WEST LINE OF THE PARCEL AS THE SURVEY MEANDER LINE AS SHOWN ON THE SUBDIVISION PLAT. HOWEVER, IT APPEARS THE INTENTION IS FOR THE PARCEL TO EXTEND WEST TO THE SHORE LINE, AS SHOWN.

I, THE UNDERSIGNED INDIANA REGISTERED LAND SURVEYOR, HEREBY CERTIFY TO THE PARTIES NAMED ABOVE THAT THE REAL ESTATE DESCRIBED HEREIN, WAS INSPECTED UNDER MY SUPERVISION ON THE DATE INDICATED AND THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS REPORT CONFORMS WITH THE REQUIREMENTS CONTAINED IN SECTIONS 27 THROUGH 29 OF 865 IAC 1-1-12 FOR A SURVEYOR LOCATION REPORT. THE ACCURACY OF ANY FLOOD HAZARD STATEMENT SHOWN ON THIS REPORT IS SUBJECT TO MAP SCALE UNCERTAINTY AND TO ANY OTHER







SCALE : 1 = 30'BAR SCALE IN FEET

## IKRULL>ABONMARCHE

1325 South Lake Park Avenue Hobart, IN 46342 219.947.2568

17 North Washington Street Valparaiso, IN 46383 219.850.4624

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**Battle Creek** Benton Harbor Manistee South Haven

Hobart Lafayette South Bend Valparaiso

Engineering · Architecture · Land Surveying

#### NOTE:

THIS PARCEL IS LOCATED IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND FLOOD ZONE "A" (AREAS SUBJECT TO A 1% OR GREATER ANNUAL CHANCE FLOODPLAIN) PER FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP #18089C0331E, EFFECTIVE 01/18/2012.

#### PROPERTY ADDRESS:

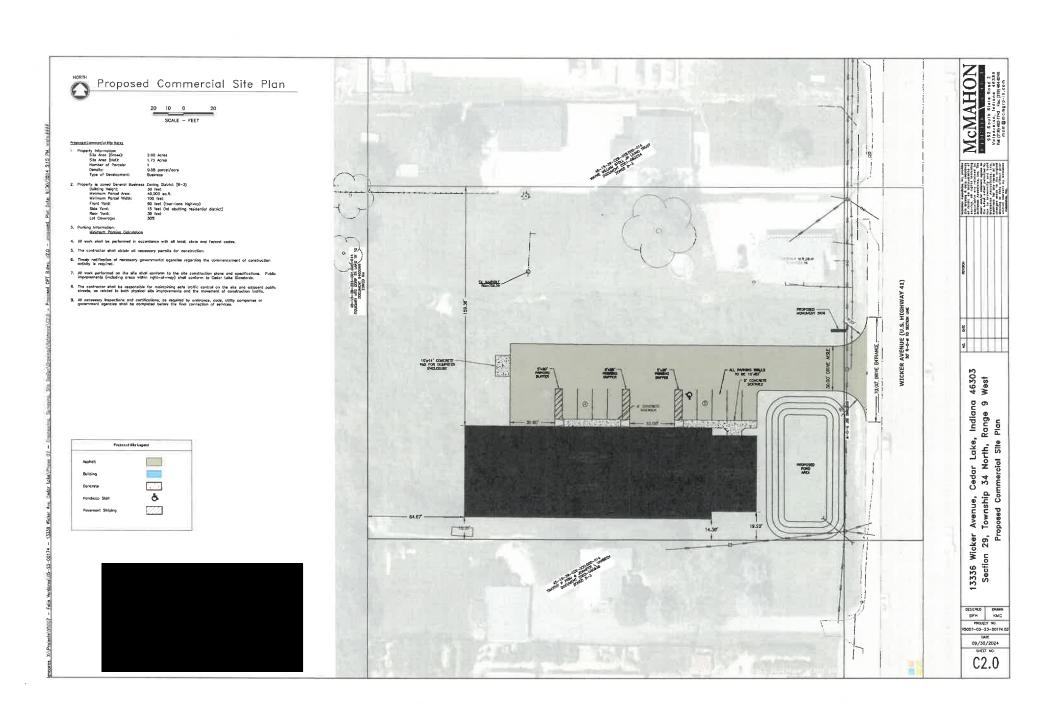
13416 CEDAR STREET, CEDAR LAKE, IN 46303

PROPERTY DESCRIPTION:

11,

No. 1 N. P. 2 Seria New York
PART OF LOT 26, CEDAR POINT PARK AND LOT 1, BLOCK
RE-SUBDIVISION OF LOTS IN CEDAR POINT PARK

DATE OF FIELDWORK: 03/26/2018	DATE: 03/29/2018
FIELDBOOK: FILE	DRAWN BY: TJ
REVIEWED BY: SMG	SECTION: 26-T34N-R9W
SCALE: 1"=30"	SHEET 1 OF 1





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

October 7, 2024

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

Attention: Jennifer Sandberg – Clerk-Treasurer

Subject: Morse Water Main Extension Project

Pay Request No. 2

(CBBEL Project No. 200475)

#### **Dear Town Council Members:**

Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Pay Request # 2 in the amount of \$536,080.50 submitted by Gatlin Plumbing and Heating, Inc. dated October 3, 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:	\$ 595,645.00	\$ 816,145.00
Less Retainage:	\$ 59,564.50	\$ 59,564.50
Balance:	\$536,080.50	\$756,580.50
Less Previous Payments:	n/a	\$220,500.00
Amount Due This Payment:	\$ 536,080.50	\$ 536,080.50

Please find attached copies of the Invoice #2 request from Gatlin and the Pay Estimate #2 Report from CBBEL. The partial waiver of lien from Gatlin has also been included with this letter.

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





 $P: \c dar Lake \c 230324 - Shades \& Morse WM CO\Morse WM\Pay Apps \d 20ctober 2024\Morse Watermain Project, CBBEL Pay App Review \d 22100724.docx$ 

#### TOWN OF CEDAR LAKE, IN MORSE STREET WATER MAIN EXTENSION PROJECT

CONTRACTOR: Gatlin Plumbing & Heating, Inc.

**DATE:** 10/7/2024 **ESTIMATE NO.** 2

PROJECT: Morse Street WM Extension

PROJECT #: 200475

#### CBBEL PAY ESTIMATE REPORT

		CONTRACT	UNIT OF	UNIT	CONTRACT	QUANTITY	AMOUNT	QUANTITY	QUANTITY	PERCENT	CONTRACT AMOUNT
ITEM	DESCRIPTION	QUANTITY	MEASURE	PRICE	COST	THIS INVOICE		INVOICE #1	TO DATE	UTILIZED	TO DATE
1	CONSTRUCTION ENGINEERING	1	LS	\$9,280.00		0.75		0.00	0.75	75.0%	
2	MOBILIZATION AND DEMOBILIZATION	1	LS	\$45,000.00		0.70		0.00	0.70	70.0%	
3	TRAFFIC CONTROL	1	LS		\$ 35,500.00	0.75		0.00	0.75	75.0%	
4	TREE, 25-36 IN, REMOVE	4	EACH	\$1,000.00		4.00		0.00	4.00	100.0%	
5	UTILITY VERIFICATION POTHOLE (UNDISTRIBUTED)	10	EACH	\$500.00		10.00		0.00	10.00	100.0%	
6	EXCAVATION, COMMON	290	CYS	\$35.00		200.00		0.00	200.00	69.0%	
7	SIGN ASSEMBLY, REMOVE AND RESET	1	EACH	\$1,000.00		0.00		0.00	0.00	0.0%	
8	FENCE, REMOVE AND RESET	40	LFT	\$125.00		30.00		0.00	30.00	75.0%	
9	HMA PATCHING, TYPE B	105	SYS		\$ 21,000.00	56.30		0.00	56.30	53.6%	
10	HMA FOR APPROACHES, TYPE B	76	SYS	\$200.00	,	0.00	•	0.00	0.00	0.0%	*
11	PCCP FOR APPPROACHES	33	SYS	\$200.00		0.00		0.00	0.00	0.0%	
12	SILT FENCE	180	LFT	\$10.00		180.00		0.00	180.00	100.0%	
13	TEMPORARY SEED MIXTURE	100	LBS	\$10.00		0.00		0.00	0.00	0.0%	
14	MAINTENANCE OF EROSION CONTROL DEVICES	1	LS	\$5,000.00		0.75		0.00	0.75	75.0%	
15	STRUCTURE BACKFILL, TYPE 1	150	CYS	\$50.00		270.00		0.00	270.00	180.0%	
16	ASPHALT FOR TACK COATING	190	SYS	\$10.00		0.00		0.00	0.00	0.0%	
17	MAILBOX ASSEMBLY, REMOVE AND RESET	4	EACH	\$500.00		2.00		0.00	2.00	50.0%	
18	WATERMAIN, 8 IN, D.I., OPEN CUT	640	LFT		\$ 128,000.00	515.00		125.00	640.00	100.0%	
19	WATER MAIN, 12 IN, D.I., OPEN CUT	1560	LFT		\$ 312,000.00	1,060.00		500.00	1,560.00	100.0%	
20A	WATER MAIN, 14 IN, HDPE DR 11, DIRECTIONAL DRILL	245	LFT		\$ 98,000.00	195.00		50.00	245.00	100.0%	
21	CONNECTION TO EXISTING WATERMAIN	1	EACH	\$11,500.00		1.00		0.00	1.00	100.0%	
22	FIRE HYDRANT ASSEMBLY	11	EACH		\$ 99,000.00	5.00		6.00	11.00	100.0%	
23	GATE VALVE, 6 IN	2	EACH	\$3,000.00		1.00		1.00	2.00	100.0%	
24	GATE VALVE, 8 IN	3	EACH	\$3,500.00		2.00		1.00	3.00	100.0%	
25	GATE VALVE, 12 IN	7	EACH	\$5,000.00		4.00		3.00	7.00	100.0%	
26	TRANSVERSE LINE, THERMOPLASTICE, WHITE, 24 IN, STOP BAR	28	LFT	\$20.00	\$ 560.00	0.00	\$ -	0.00	0.00	0.0%	
27	RESTORATION (MULCHED SEEDING, TOPSOIL, EROSION CONTROL BLANKET)	2251	SYS	\$10.00	\$ 22,510.00	0.00	\$ -	0.00	0.00	0.0%	\$ -
				TOTAL	\$ 900,000.00	TOTAL	\$ 595,645.00			TOTAL	\$ 816,145.00
	Awarded	Contract Value:	\$ 900,000.00 \$ 900,000.00			ORIGINAL CON	TRACT				\$ 900,000.00
Current Contract Value:						TOTAL CHANG	E ORDERS			_	\$ -
Current Awarded CO Value:			\$ -			REVISED CONT	RACT			_	\$ 900,000.00
	Projected Total CO's Value: \$ - COMPLETED TO DATE					\$ 816,145.00					
		RETAINAGE 10.00%				_	\$ 59,564.50				
	Percent Com	plete (Awarded):	90.68%	90.68% TOTAL EARNED LESS RETAINAGE					\$ 756,580.50		
	Percent Cor	mplete (Current):	90.68%	90.68% LESS PREVIOUS REQUESTS				-	\$ 220,500.00		
						CURRENT AMO	UNT DUE				\$ 536,080.50

### GATLIN PLUMBING & HEATING, Inc.

Over Eighty - Five Years of Business - Starting in 1938

1111 EAST MAIN STREET GRIFFITH, INDIANA 46319-2897 PHONE (219) 924-6972 FAX (219) 924-1401

TOWN OF CEDAR LAKE 7408 CONSTITUTION AVENUE CEDAR LAKE, IN 46303 Date: Invoice: October 3, 2024

#### Invoice

#### **Gatlin Job**

#### MORSE WATER MAIN EXTENSION PROJECT

Total Work Completed - Estimate #2 (per attached)

\$

816,145.00

Less: 10 Percent Retainage

\$ (59,564.50)

Less: Paid to Date

\$ (220,500.00)

TOTAL AMOUNT DUE THIS INVOICE

\$ 536,080.50

### GATLIN PLUMBING & HEATING, Inc.

Over Eighty - Five Years of Business - Starting in 1938

1111 EAST MAIN STREET GRIFFITH, IN 46319-2897

PHONE:(219) 924-6972 FAX: (219) 924-1401

October 3, 2024

TOWN OF CEDAR LAKE 7408 CONSTITUTION AVENUE CEDAR LAKE, IN 46303

Re:

BILLING NO. 2

MORSE WATER MAIN EXTENSION PROJECT

#### **GATLIN JOB NO. 23829**

ITEM	CONTRACT	COMPLETED	CURRENT		UNIT	CONTRACT	CURRENT	COMPLETED
NO.	QTY	QUANTITY	DRAW	DESCRIPTION	PRICE	AMOUNT	AMOUNT	AMOUNT
1	1	0.75	0.75	Construction Engineering	9,280.00	9,280.00	6,960.00	6,960.00
2	1	0.70	0.70	Mob and Demob	45,000.00	45,000.00	31,500.00	31,500.00
3	1	0.75	0.75	Maintenance of Traffic	35,500.00	35,500.00	26,625.00	26,625.00
4	4	4.00	4.00	25" - 36" Tree Removal	1,000.00	4,000.00	4,000.00	4,000.00
5	10	10.00	10.00	Utility Verification - Potholing	500.00	5,000.00	5,000.00	5,000.00
6	290	200.00	200.00	Common Excavation	35.00	10,150.00	7,000.00	7,000.00
7	1	-	3∉:	R&R Sign Assembly	1,000.00	1,000.00	3	-
8	40	30.00	30.00	Remove and Reset Fence	125.00	5,000.00	3,750.00	3,750.00
9	105	56.30	56.30	HMA Patching Type B	200.00	21,000.00	11,260.00	11,260.00
10	76	( <del>2</del> )		HMA for Approaches Tye B	200.00	15,200.00		市
11	33	:#C	77 <del>4</del> 5	PCCP for Approaches	200.00	6,600.00	· ·	-
12	180	180.00	180.00	Silt Fence	10.00	1,800.00	1,800.00	1,800.00
13	100	*	-	Temporary Seed Mixture	10.00	1,000.00		= =
14	1	0.75	0.75	Maintenance of Erosion Contr	5,000.00	5,000.00	3,750.00	3,750.00
15	150	270.00		Structure Backfill Type 1	50.00	7,500.00	13,500.00	13,500.00
16	190	<b>*</b>		Asphalt for Tack Coating	10.00	1,900.00	*	*
17	4	2.00	2.00	R&R Mailbox Assembly	500.00	2,000.00	1,000.00	1,000.00
18	640	640.00	515.00	8" DIWM Open Cut	200.00	128,000.00	103,000.00	128,000.00
19	1560	1,560.00	1,060.00	12" DIWM Open Cut	200.00	312,000.00	212,000.00	312,000.00
20	245	245.00	195.00	14" HDPE Directional Drill	400.00	98,000.00	78,000.00	98,000.00
21	1	1.00	1.00	Connection To Existing Water	11,500.00	11,500.00	11,500.00	11,500.00
22	11	11.00	5.00	Fire Hydrant Assembly	9,000.00	99,000.00	45,000.00	99,000.00
23	2	2.00	1.00	6" Gate Valve	3,000.00	6,000.00	3,000.00	6,000.00
24	3	3.00	2.00	8" Gate Valve	3,500.00	10,500.00	7,000.00	10,500.00
25	7	7.00	4.00	12" Gate Valve	5,000.00	35,000.00	20,000.00	35,000.00
26	28			24" White Transverse Line	20.00	560.00	- 17:	
27	2251	: <b>¥</b> ?	i <del>-</del> -i	Restoration Mulched Seeding	10.00	22,510.00	n n	- II
TOTALS THROUGH SEPTEMBER 30, 2024				BER 30, 2024		900,000.00	595,645.00	816,145.00

LESS PAID TO DATE (220,500.00)

LESS 10% RETAINAGE (59,564.50) (59,564.50)

AMOUNT NOW DUE \$ 536,080.50 \$ 536,080.50

#### PARTIAL WAIVER OF LIEN

#### STATE OF INDIANA, ss:

Whereas, the undersigned GATLIN PLUMBING & HEATING, INC. have been heretofore employed by Town of Cedar Lake to furnish certain material and labor, to-wit Morse Water Main Extension Project or the area owned by Town of Cedar Lake and located at Morse Street Town of Cedar Lake, County of Lake, State of Indiana.

Now therefore, know ye, that the undersigned, for and in consideration of \$536,080.50 the receipt of which is hereby acknowledged, hereby and now waives and releases unto the said owner of said premise, any and all lien, right of lien or claim of whatsoever kind of character on the above described building and real estate, to and for said amount, on account of any and all labor, material, or both, furnished for or incorporated into said building by the undersigned, up to this date, and we further certify that the Waiver of Lien has been mutually given and accepted as a part payment to or on account of said owner for said building

Signed, sealed and delivered this 3rd day of October, 2024



Personally appeared before me this 3rd day of October, 2024, Mathew Murphy who, being duly sworn on oath, says: That he is President of GATLIN PLUMBING & HEATING, INC. and that she hereby acknowledges the execution of the foregoing instrument for and on behalf of said GATLIN PLUMBING & HEATING, INC. and at their special instance and request

My Commission Expires: April 29



Date of Issuance: September 24, 2024 Effective Date: N/A							
Owner:	Town of Cedar Lake	Owner's Contract No.:	N/A				
Contractor:	Milestone Contractors North, Inc.	Contractor's Project No.:	N/A				
Engineer:	Christopher B. Burke Engineering, LLC	Engineer's Project No.:					
Project:	Shades Subdivision Improvements Project, Phase 1	Contract Name:	N/A				

Change Order No.

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

Description: This balancing change order represents final measured/calculated quantities for the project. Additional fence items were also added to the contract for a few residences on Edison Street to match existing conditions after the proposed work.

Attachments: CO4 Table with summary of adjusted items.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
	[note changes in Milestones if applicable]
Original Contract Price:	Original Contract Times:
	Substantial Completion: N/A
\$_1,795,961.77	Ready for Final Payment: <u>N/A</u>
	days or dates
[Increase] [Decrease] from previously approved Change	[Increase] [Decrease] from previously approved Change
Orders No. 2 to No. 3:	Orders No to No:
	Substantial Completion: N/A
\$2,768.40	Ready for Final Payment: <u>N/A</u>
	days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial Completion: N/A
\$ <u>1,832,539.77</u>	Ready for Final Payment: <u>N/A</u>
	days or dates
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
	Substantial Completion: N/A
\$ 48,976.83	Ready for Final Payment: <u>N/A</u>
	days or dates
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial Completion: N/A
\$ <u>1,783,562.94</u>	Ready for Final Payment: <u>N/A</u>
	days or dates

Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders: Substantial Completion: N/A					
\$ 1,783,562.94	Ready for Final Payment: N/A					
	days or dates					
applicable)						
By: N/A	Date:					
Title: N/A						
EJCDC <sup>®</sup> C-941, Ch	ange Order.					

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

(CBBEL Project No. 230324)

Change Order No. 4, Final

of Adiusted It

Sumi	mary of Adjusted Items										
Item		Town				Original	Authorization	Revised			Revised
No.	Item Description	Funding Source	Unit	ι	Jnit Price	Plan Quantity	Quantity	<b>Plan Quantity</b>	<b>Authorization Amount</b>	Contra	act Amount
5	CONCRETE, REMOVE	Roadway	SYS	\$	23.50	191.00	-59.00	132.00	\$ (1,386.50)	\$	3,102.00
6	PIPE, REMOVE	Roadway	LFT	\$	10.00	487.00	14.00	501.00	\$ 140.00	\$	5,010.00
9	SIGN AND POST, REMOVE AND RESET	Roadway	EACH	\$	1,500.00	5.00	-1.00	4.00	\$ (1,500.00)	\$	6,000.00
11	COMPACTED AGG., NO. 2 FOR UNDERCUT (UNDISTRIBUTED)	Roadway	TON	\$	69.00	500.00	432.65	932.65	\$ 29,852.85	\$	64,352.85
12	COMPACTED AGG., NO. 53 FOR UNDERCUT (UNDISTRIBUTED)	Roadway	TON	\$	69.00	500.00	-457.80	42.20	\$ (31,588.20)	\$	2,911.80
14	INLET PROTECTION	Roadway	EACH	\$	150.00	41.00	3.00	44.00	\$ 450.00	\$	6,600.00
15	TEMPORARY SEED MIXTURE	Roadway	LBS	\$	20.00	150.00	-150.00	0.00	\$ (3,000.00)	\$	-
16	PIPE PROTECTION	Roadway	EACH	\$	1,000.00	9.00	-9.00	0.00	\$ (9,000.00)	\$	-
19	COMPACTED AGGREGATE NO. 53 BASE	Roadway	TON	\$	37.00	4023.80	201.19	4224.99	\$ 7,444.03	\$	156,324.63
21	HMA PATCHING	Roadway	TON	\$	165.00	150.00	-118.11	31.89	\$ (19,488.15)	\$	5,261.85
22	HMA WEDGE AND LEVEL, TYPE B	Roadway	TON	\$	123.00	150.00	-144.98	5.02	\$ (17,832.54)	\$	617.46
23	HMA INTERMEDIATE, TYPE B	Roadway	TON	\$	100.00	890.00	-42.97	847.03	\$ (4,297.00)	\$	84,703.00
24	HMA SURFACE, TYPE B	Roadway	TON	\$	110.00	751.00	46.31	797.31	\$ 5,094.10	\$	87,704.10
25	ASPHALT FOR TACK COAT	Roadway	SYS	\$	0.60	7780.00	90.00	7870.00	\$ 54.00	\$	4,722.00
26	RESTORATION, TYPE I (TOPSOIL, SEEDING, & ECB)	Roadway	SYS	\$	13.00	3326.00	726.00	4052.00	\$ 9,438.00	\$	52,676.00
27	RESTORATION, TYPE II (TOPSOIL, SEEDING, & TRM)	Roadway	SYS	\$	30.00	301.00	4.00	305.00	\$ 120.00	\$	9,150.00
28	SWALE GRADING, (UNDISTRIBUTED)	Stormwater	LFT	\$	15.00	425.00	-30.00	395.00	\$ (450.00)	\$	5,925.00
29	CURB AND GUTTER, CONCRETE, ROLL CURB	Roadway	LFT	\$	29.00	5609.00	2.75	5611.75			162,740.75
34	HMA FOR APPROACHES, TYPE B	Roadway	SYS	\$	43.00	869.00	-214.41	654.59			28,147.37
35	PCCP FOR APPROACHES, 6 IN	Roadway	SYS	\$	110.00	183.00	-52.35	130.65	\$ (5,758.50)	\$	14,371.50
36	CONCRETE SIDEWALK, 4 IN	Roadway	SYS	\$	135.00	15.00	-4.90	10.10		\$	1,363.50
37	COMPACTED AGGREGATE FOR APPROACHES, 6 IN	Roadway	TON	\$	70.00	35.00	-0.80	34.20		\$	2,394.00
38	RIPRAP, REVETMENT	Roadway	SYS	\$	80.00	124.00	-37.54	86.46	\$ (3,003.20)	\$	6,916.80
39	MAILBOX ASSEMBLY, SINGLE, REMOVE AND RESET (UNDISTRIBUTED)	Roadway	EACH	\$	340.00	25.00	-4.00	21.00		\$	7,140.00
57	THERMOPLASTIC, SOLID WHITE, 4 IN, RECESSED	Roadway	LFT	\$	1.46	1490.00	-66.00	1424.00	\$ (96.36)	\$	2,079.04
58	THERMOPLASTIC, SOLID YELLOW, 4 IN, RECESSED	Roadway	LFT	\$	1.46	1377.00	-63.00	1314.00	\$ (91.98)	\$	1,918.44
*68	FENCE GATE 36"X42" CHAIN LINK	Roadway	EACH	\$	1,680.00	0.00	1.00	1.00	\$ 1,680.00	\$	1,680.00
*69	FENCE GATE 42"X84" GREEN PVC	Roadway	EACH	\$	1,890.00	0.00	2.00	2.00	\$ 3,780.00	\$	3,780.00
*70	FENCE 42" GREEN PVC	Roadway	LFT	\$	168.00	0.00	10.00	10.00	\$ 1,680.00	\$	1,680.00
								TOTAL:	\$ (48,976.83)		

\*New Pay Item

Awarded Contract Value: \$ 1,795,961.77 36,578.00 + Previous Change Orders Value: \$

= Contract Value Prior to this Change Order: \$ 1,832,539.77 + Change Order #3 Value: \$ (48,976.83)

Contractor: Milestone Contractors North, Inc.

Date: September 24, 2024

= Current Contract Value: \$ 1,783,562.94



### Soil Stabilization - Concrete Breaking - Guardrail - Fencing Milling - Subsurface Video Inspection - Full Depth Reclamation

www.specialtiescompany.com

9350 East 30th Street Phone: (317) 594-0291 Indianapolis, IN 46229 Fax: (317) 594-0271

#### Quotation: Cedar Lake CCMG CO-3, Lake County IN

To: Milestone

Attn:

Date: July 25, 2024

Description	Item	Quantity	Units	Tax	Unit Price	Total
Fence Gate 36" x 42"	1	1.00	EA	N/A	\$1,600.00	\$1,600.00
Fence Gate 42" x 84", Green PVC	2	2.00	EA	N/A	\$1,800.00	\$3,600.00
Fence 42", Green PVC	3	10.00	LFT	N/A	\$160.00	\$1,600.00
Quotation valid for 10 days.	<u>.</u>				Total	\$6,800.00

Quotation prepared by:

This is a quotation on the goods named, subject to the conditions noted below:

- 1. Construction engineering, clearing, staking, grading/earthwork, aggregate, and seeding if required, are by others.
- 2. All traffic control is by others.
- 3. All Green Vinyl Coated Chain Link Materials have a 3-4 week lead time ARO.
- 4. Quotation includes one mobilization. Additional mobilizations are \$2,500.00 each.
- 5. No removals are included.
- 6. Identification and location of any utilities not located through Indiana Underground Plant Protection Services (Holey Moley) are the responsibility of the Prime Contractor.
- 7. Vac excavation and/or hand digging, if required, are not included.
- 8. Any excavation or drilling of rock, if required, to install any of the quoted items is not included.
- 9. The attached general conditions apply with this quotation.

To accept this quotation, sign here and return:	
Date:	

#### **MILESTONE 5% MARKUP**

Description	Item	Qty	Units	Unit Price	Unit Price w/ 5% Markup	Total
5 0 1 0 11 101	4	4		<b>M4.000.00</b>		M4 000 00
Fence Gate 36" x 42"	1	1	EA	\$1,600.00	\$1,680.00	\$1,680.00
Fence Gate 42" x 84", Green PVC	2	2	EA	\$1,800.00	\$1,890.00	\$3,780.00
Fence 42", Green PVC	3	10	LFT	\$160.00	\$168.00	\$1,680.00



9350 East 30<sup>th</sup> Street PH: 317-594-0291 Indianapolis, IN 46229 FAX: 317-594-0271

#### www.specialtiescompany.com

#### **GENERAL CONDITIONS**

We are prequalified with the Indiana Department of Transportation to furnish and install the items we are quoting.

TERMS: Payment for installed items is "Per Engineer's Estimate" with 3% retainage being withheld, payment is due ten (10) days after receipt by Prime Contractor. Payment for installed items and retainage reduction is due ten (10) days after receipt by Prime Contractor.

When written acceptance is received within 30 days after award of contract, the prices quoted will remain in effect until completion of the contract.

Material furnished by Specialties Company, LLC will comply with the contract plans and specifications.

All items are quoted in total for any contract, and may be divided only with the consent of Specialties Company, LLC.

Due to possible late revisions, item numbers on the quote may not match those on the final Bid Document.

Specialties Company, LLC agrees to comply with OSHA and EEO requirements in effect on quoted project.

Insurance coverage per IN DOT requirements included in quoted prices; however, it does not provide insurance for the indemnification of the general contractor. Prime Contractor to carry fire, tornado, Railroad Protective Liability Policy, and other necessary insurance.

Our quotation does not include bond premiums, association assessments or taxes of any kind.

Our quoted prices do not include construction engineering, clearing, grading, earth work, aggregate or seeding to install quoted items, unless set forth specifically in the quotation. Prime Contractor to provide adequate access to work site.

Specialties Company, LLC is not responsible for penalty or late charges due to strikes, accidents or delays beyond our control.

Acceptance of final pay quantities by the Prime Contractor for Specialties Company, LLC items is subject to verification and acceptance of such quantities by Specialties Company, LLC.

Unless set forth specifically in the quotation, or given to IN DOT by the Special Provisions, all used guardrail shall become the property of Specialties Company, LLC after removal.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will be billed as an extra charge over and above the estimate.

Any non-stock material items fabricated or procured are not subject to cancellation.



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

October 8, 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. 8, Final

#### **Dear Town Council Members:**

Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Final Pay Request # 8 in the amount of \$440,315.41 submitted by Milestone Contractors North, Inc. dated August 31, 2024 with a revised copy received on October 8, 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:	\$ 291,065.68	\$ 1,783,562.94
Less Retainage:	\$ 0.00	\$ 0.00
Balance:	\$ 291,065.68	\$ 1,783.562.94
Less Previous Payments:	n/a	\$ 1,343,247.53
Amount Due This Payment:	n/a	\$ 440,315.41

Please find attached copies of the final Invoice #8 request from Milestone and the Pay Estimate #8 Report from CBBEL. This final pay application request includes the release of the 10% retainage being held for the contract as Milestone and their subs have completed all project work and the project punch list following CBBEL and Town final inspections of the project site. The final waivers of lien from Milestone and their subcontractors are also included with this letter. Some subcontractors will be providing their final waiver to us promptly upon receipt of their final payment which we will then share with the Town.

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

#### Sincerely,



Encl.: As noted.



P:\Cedar Lake\230324 - Shades & Morse WM CO\Shades Phase 1\Pay Apps\#8 October 2024\Shades Phase 1 CBBEL Pay App Review #8, 100824.docx

CONTRACTOR: Milestone Contractors North, Inc.
DATE: 107/2024
STIMATE NO. 8 (07/07/24 to 08/04/24) FINAL PAY ESTIMATE
PROJECT: Shades Subdivision improvements, Phase 1
PROJECT : Shades Subdivision improvements, Phase 1

CBBEL PAY ESTIMATE REPORT

ПЕ	M DESCRIPTION	ORIGIONAL CONTRACT				RIGIONAL CONTRACT RE				AMOUNT		QUANTITY								CONTRACT AMOUNT
ITE	MOBILIZATION AND DEMOBILIZATION	QUANTITY	QUANTITY	MEASURE	PRICE \$ 89.500.00 \$	COST 89.500.00 \$	COST 89.500.00	SOURCE Multi Source	THIS INVOICE	THIS INVOICE 26.850.00	0.00	0.00	0.00	0.00	0.00	INVOICE #2 IN	0.70	1.00	100.0% S	TO DATE 89.500.00
2	CONSTRUCTION ENGINEERING	1	1	LS	\$ 20,000.00 \$	20,000.00 \$	20.000.00	Multi Source	0.3 \$	4.000.00	0.10	0.10	0.20	0.00	0.10	0.20	0.10		100.0% \$	
3	CLEARING RIGHT OF WAY	1	1	LS	\$ 20,000.00 \$	20,000.00 \$	20,000.00	Multi Source	0.2 \$	4,000.00	0.10	0.10	0.20	0.00	0.10	0.20	0.10	1.00	100.0% \$	20,000.00
4	18" TREE, REMOVE	1	1	EACH	\$ 1,000.00 \$	1,000.00 \$	1,000.00	Roadway	0 \$		0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00	100.0% \$	1,000.00
5		191	132	SYS	\$ 23.50 \$	4,488.50 \$	3,102.00	Roadway	0 \$	-	103.00	0.00	0.00	0.00	0.00	29.00	0.00		100.0% \$	
6	PIPE, REMOVE	487 168	501 175	LFT	\$ 10.00 \$ \$ 23.00 \$	4,870.00 \$ 3.864.00 \$	5,010.00 4.025.00	Roadway	35 \$	350.00	18.00 0.00	86.00 0.00	84.00 175.00	0.00	0.00	237.00	41.00		100.0% \$ 100.0% \$	
8	FENCE, REMOVE EXCAVATION, COMMON	168 2908	175 2935	CYS	\$ 23.00 \$ \$ 51.75 \$	3,864.00 \$ 150.489.00 \$	4,025.00 151.886.25	Roadway Roadway	0 \$	-	1 604 00	0.00	175.00	0.00	0.00	1331.00	0.00			
9	SIGN AND POST, REMOVE AND RESET	5	4	EACH	\$ 1,500.00 \$	7,500.00 \$	6,000.00	Roadway	2 \$	3,000.00	0.00	0.00	0.00	0.00	2.00	0.00	0.00		100.0% \$	
10		8	8	EACH	\$ 500.00 \$	4,000.00 \$	4,000.00	Multi Source	0 \$	-	0.00	0.00	0.00	0.00	0.00	0.00	8.00	8.00	100.0% \$	4,000.00
11	COMPACTED AGG., NO. 2 FOR UNDERCUT (UNDISTRIBUTED)	500	932.65	TON	\$ 69.00 \$	34,500.00 \$	64,352.85	Roadway	s	-	556.43	0.00	0.00	0.00	0.00	376.22	0.00	932.65	100.0% \$	64,352.85
									0											
12	COMPACTED AGG., NO. 53 FOR UNDERCUT (UNDISTRIBUTED)	500	42.2	TON	\$ 69.00 \$	34,500.00 \$	2,911.80	Roadway	\$	-	25.20	0.00	0.00	0.00	0.00	17.00	0.00	42.20	100.0% \$	2,911.80
13	SILT FENCE	705	705	LFT	\$ 2.50 \$	1,762.50 \$	1,762.50	Roadway	0 \$	-	0.00	0.00	0.00	0.00	0.00	0.00	705.00	705.00	100.0% \$	1,762.50
14		41	44	EACH	\$ 150.00 \$	6,150.00 \$	6,600.00	Roadway	0 \$		21.00	0.00	11.00	0.00	0.00	12.00	0.00		100.0% \$	
15		150	0	LBS	\$ 20.00 \$	3,000.00 \$	-	Roadway	0 \$	-	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
16		9	0	EACH LS	\$ 1,000.00 \$ \$ 5,000.00 \$	9,000.00 \$ 5.000.00 \$	5.000.00	Roadway Roadway	0 \$	1.500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		#DIV/0! \$	
1/	IN AIRTER WHOLE OF ENCOUNCING CONTINUE DE VIOLO	6383	6524	SYS	\$ 5,000.00 \$ \$ 2.65 \$	16,914.95 \$	17.288.60	Roadway	0.3 \$	1,500.00	3.596.00	0.10	0.60	0.00	0.00	2928.00	0.00	6.524.00	100.0% \$ 100.0% \$	
19		3805	4224.99	TON	\$ 37.00 \$	140.785.00 S	156.324.63	Roadway	626.64 \$	23.185.68	1.494.35	0.00	0.00	0.00	589.00	1515.00	0.00		100.0% \$	
20	ASPHALT MILLING, 2 IN	2660	2635	SYS	\$ 4.75 \$	12,635.00 \$	12,516.25	Roadway	2635 \$	12,516.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,635.00	100.0% \$	12,516.25
21		150	31.89	TON	\$ 165.00 \$	24,750.00 \$	5,261.85	Roadway	31.89 \$	5,261.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31.89	100.0% \$	
22		150	5.02	TON	\$ 123.00 \$	18,450.00 \$	617.46	Roadway	0 \$		0.00	0.00	0.00	0.00	5.02	0.00	0.00		100.0% \$	
23 24		890 751	847.03 797.31	TON	\$ 100.00 \$ \$ 110.00 \$	89,000.00 \$ 82,610.00 \$	84,703.00 87,704.10	Roadway Roadway	434.9 \$	43,490.00 71.083.10	0.00	0.00	0.00	0.00	412.13 151.10	0.00	0.00	847.03 797.31	100.0% \$ 100.0% \$	
24		751 7780	797.31	SYS	\$ 110.00 \$	82,610.00 \$ 4,668.00 \$	4,722.00	Roadway	646.21 \$ 6320 \$	71,083.10	0.00	0.00	0.00	0.00	151.10	0.00	0.00		100.0% \$ 100.0% \$	
26		3160	4052	SYS	\$ 13.00 \$	41,080.00 \$	52,676.00	Roadway	2692 \$	34,996.00	0.00	0.00	0.00	1,360.00	0.00	0.00	0.00		100.0% \$	
27	RESTORATION, TYPE II (TOPSOIL, SEEDING, & TRM)	301	305	SYS	\$ 30.00 \$	9,030.00 \$	9,150.00	Roadway	0 \$	-	0.00	0.00	0.00	305.00	0.00	0.00	0.00	305.00	100.0% \$	9,150.00
28		250	395	LFT	\$ 15.00 \$	3,750.00 \$	5,925.00	Stormwater	160 S	2,400.00	0.00	0.00	0.00	0.00	235.00	0.00	0.00		100.0% \$	
29 30		5158 470	5611.75	LFT	\$ 29.00 \$	149,582.00 \$	162,740.75 15,503.00	Roadway Roadway	92.25 \$	2,675.25	3,683.50 26.00	0.00	0.00	0.00	545.00 64.00	1291.00 329.00	0.00	5,611.75 419.00	100.0% \$ 100.0% \$	
30	COMPACTED AGGREGATE NO. 53 FOR SHOULDER, 6 IN	470 130	419 130	SYS	\$ 37.00 \$ \$ 40.00 \$	17,390.00 \$ 5.200.00 \$	5,200.00	Roadway	0 \$	-	0.00	0.00	0.00	0.00	130.00	0.00	0.00		100.0% \$ 100.0% \$	
32	GUARDRAIL, MGS, 6 FT 3 IN SPACING	350	237.5	LFT	\$ 40.00 \$	14,000.00 \$	9,500.00	Roadway	0 5		0.00	0.00	0.00	0.00	237.50	0.00	0.00		100.0% \$	
33		4	3		\$ 3,800.00 \$	15,200.00 \$	11,400.00	Roadway	0 \$		0.00	0.00	0.00	0.00	3.00	0.00	0.00	3.00	100.0% \$	
34		869	654.59	SYS	\$ 43.00 \$	37,367.00 \$	28,147.37	Roadway	258.89 \$	11,132.27	132.70	0.00	0.00	0.00	234.70	28.30	0.00		100.0% \$	
35	PCCP FOR APPROACHES, 6 IN	183	130.65	SYS	\$ 110.00 \$	20,130.00 \$	14,371.50	Roadway	12.25 \$	1,347.50	70.60	0.00	0.00	0.00	0.00	47.80	0.00		100.0% \$	
36		15 35	10.1 34.2	SYS	\$ 135.00 \$ \$ 70.00 \$	2,025.00 \$ 2,450.00 \$	1,363.50 2,394.00	Roadway Roadway	10.1 \$	1,363.50	0.00	0.00	0.00	0.00	0.00	0.00 22.07	0.00	10.10 34.20	100.0% \$	
37	RIPRAP. REVETMENT	124	34.2 86.46	SYS	\$ 70.00 \$ \$ 80.00 \$	2,450.00 \$ 9.920.00 \$	2,394.00 6,916.80	Roadway	10.26 \$	820.80	0.00	28.00	0.00	0.00		48.20	0.00		100.0% \$ 100.0% \$	
	MAILBOX ASSEMBLY, SINGLE, REMOVE AND RESET																			
39	(UNDISTRIBUTED)	25	21	EACH	\$ 340.00 \$	8,500.00 \$	7,140.00	Roadway	10 \$	3,400.00	0.00	0.00	0.00	0.00	11.00	0.00	0.00	21.00	100.0% \$	7,140.00
40		10	10	EACH	\$ 1,250.00 \$	12,500.00 \$	12,500.00	Roadway	6 \$	7,500.00	0.00	0.00	0.00	0.00	3.00	1.00	0.00		100.0% \$	
41		941	941	CYS	\$ 1.00 \$	941.00 \$	941.00	Stormwater	0 \$	-	0.00	412.67	150.46	0.00	0.00	377.87	0.00	941.00	100.0% \$	
42 43		125	206	LFT	\$ 120.00 \$ \$ 100.00 \$	15,000.00 \$	24,720.00 252,050.00	Stormwater	0 \$	-	0.00	66.00 960.50	0.00 834.00	0.00	0.00	140.00 542.00	0.00		100.0% \$ 100.0% \$	
43	PIPE, TYPE 2, CONCRETE, 12 IN PIPE, TYPE 2, CONCRETE, 18 IN	2791 40	2520.5	LFT	\$ 100.00 \$ \$ 150.00 \$	279,100.00 \$ 6,000.00 \$	252,050.00	Stormwater	0 3		0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,520.50		
45		200	164	LFT	\$ 50.00 \$	10,000.00 \$	8.200.00	Stormwater	0 5		0.00	24.00	0.00	0.00	0.00	140.00	0.00		100.0% \$	
46	PRECAST PIPE END SECTION, CONCRETE, 12 IN W/ GRATE	7	8	EACH	\$ 2,000.00 \$	14,000.00 \$	16,000.00	Stormwater	0 \$	-	0.00	2.00	1.00	0.00	0.00	3.00	2.00	8.00	100.0% \$	16,000.00
47		2	0		\$ 2,500.00 \$	5,000.00 \$	-	Stormwater	0 \$	-	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.0% \$	
48		35	35	LFT	\$ 1,100.00 \$	38,500.00 \$	38,500.00	Stormwater	0 \$	-	0.00	0.00	0.00	0.00	0.00	0.00	35.00		100.0% \$ 100.0% \$	
49 50		2 413	2 413	EACH SET	\$ 18,000.00 \$ \$ 70.00 \$	36,000.00 \$ 28,910.00 \$	36,000.00 28,910.00	Stormwater Roadway	0 \$	-	0.00	0.00	0.00	0.00 413.00	0.00	0.00	2.00	2.00 413.00	100.0% \$ 100.0% \$	
51	CHAIN LINK FENCE 4 LET	413	168	IFT	\$ 73.00 \$	12.264.00 \$	12 264 00	Roadway	168 \$	12 264 00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		100.0% \$	
52	STORM SEWER MANHOLE, TYPE C	24	24	EACH	\$ 4,000.00 \$	96,000.00 \$	96,000.00	Stormwater	0 \$	-	0.00	10.00	9.00	0.00	0.00	4.00	1.00	24.00	100.0% \$	96,000.00
53		22	25	EACH	\$ 3,250.00 \$	71,500.00 \$	81,250.00	Stormwater	0 \$	-	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 \$	6,000.00	Stormwater	0 \$	-	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 \$	7,500.00 \$	2,250.00	Sanitary	s	-	0.00	1.00	1.00	0.00	0.00	1.00	0.00	3.00	100.0% \$	2,250.00
									0											
56	SANITARY SERVICE CONNECTION, TYPE 2, (UNDISTRIBUTED)	10	2	EACH	\$ 1,250.00 \$	12,500.00 \$	2,500.00	Sanitary	0 \$	-	0.00	1.00	0.00	0.00	0.00	1.00	0.00	2.00	100.0% \$	2,500.00
57		1490	1424	LFT	\$ 1.46 \$	2,175.40 \$	2,079.04	Roadway	1424 S	2,079.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00		100.0% \$	
58	THERMOPLASTIC, SOLID YELLOW, 4 IN, RECESSED	1377	1314	LFT	\$ 1.46 \$	2,010.42 \$	1,918.44	Roadway	1314 S	1,918.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00		100.0% \$	
59	TRAFFIC CONTROL	1	1	LS	\$ 15,000.00 \$	15,000.00 \$	15,000.00	Multi Source	0.2 \$	3,000.00	0.20	0.00	0.20	0.00	0.10	0.20	0.10		100.0% \$	
*60		0	2		\$ 2,100.00 \$		4,200.00 3,885.00	Sanitary Sanitary	0 \$	-	0.00	0.00	0.00	0.00	0.00	2.00 1.00	0.00		100.0% \$ 100.0% \$	
*61		0	1 256	EACH LFT	\$ 3,885.00 \$ \$ 122.85 \$	- S	3,885.00	Sanitary	0 5	-	0.00	0.00	0.00	0.00	0.00	256.00	0.00		100.0% \$	
*63		0	250 1	EACH	\$ 1,575.00 \$	- \$	1,575.00	Roadway	0 \$	-	0.00	0.00	0.00	0.00	1.00	0.00	0.00		100.0% \$	
*6	TEMPOARY PAVEMENT MARKINGS, PAINT	0	1	LS	\$ 1,000.00 \$	- \$	1,000.00	Roadway	0 \$	-	0.00	0.00	0.00	0.00	1.00	0.00	0.00	1.00	100.0% \$	1,000.00
*6		0	48.6	CYS	\$ 66.00 \$	- S	3,207.60	Roadway	0 \$	-	48.60	0.00	0.00	0.00	0.00	0.00	0.00		100.0% \$	
*6		0	33.4		\$ 114.50 \$	,	3,824.30	Roadway	0 \$	-	33.40	0.00	0.00	0.00	0.00	0.00	0.00		100.0% \$	
*6		0	1		\$ 3,482.75 \$ \$ 1,680.00 \$	- \$ - \$	3,482.75 1.680.00	Stormwater Roadway	0 \$ 1 \$	1.680.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	100.0% \$ 100.0% \$	
	FENCE GATE 36"X42" CHAIN LINK FENCE GATE 42"X84" GREEN PVC	0	2		\$ 1,680.00 \$ \$ 1.890.00 \$	- S	3,780.00	Roadway	1 3		0.00	0.00	0.00	0.00	0.00	0.00	0.00			
	FENCE 42" GREEN PVC	0	10	LFT	\$ 168.00 \$	- \$	1,680.00	Roadway	10 S	1,680.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	100.0% \$	
					TOTAL \$	1,795,961.77 \$	1,783,562.94	Roadway	TOTAL \$	291,065.68									TOTAL \$	
									Contract Value: \$ Contract Value: \$							ORIGINAL CONT TOTAL CHANGE			\$	1,795,961.77
									ded CO Value: \$	(12,398.83)						REVISED CONT		,	<u> </u>	
									CO#1 \$	39,534.60						COMPLETED TO			\$	1,783,562.94
									CO#2 \$							RETAINAGE		0.00%	\$	
									CO#3 \$ CO#4 \$	2,768.40 (48.976.83)						TOTAL EARNED			\$	1,783,562.94
								Percent Compl		(48,976.83) 99.31%						CURRENT AMO		,,,	5	1,343,247.53 440,315.41
									olete (Current):	100.00%							552		1.0	770,010,71

#### **Progress Billing Detail**



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

1700 E. Main Street Griffith IN 46319

Date:

Invoice #:

8/31/2024

Job: Cedar Lake CCMG 2023-1

7/10/2024

7/24/2024

Customer No:

To:

From:

Payment Terms **NET 30** 

Contract:

TOWN OF CEDAR LAKE To:

7408 CONSTITUTION AVE.

P.O. BOX 707

CEDAR LAKE, IN 46303

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**Customer Ref:** 

				Units Billed		А	mounts Billed	d
Cont	Description	Contract	Contract	Quantity	Quantity U/M	Unit	Amount	Amount
Item		Amount	Quantity	This Period	JTD	Price	This Period	To-Date
1	Mob/Demob	89,500.00	1.000	0.300	1.000 LSU	89,500.000	26,850.00	89,500.00
2	Construction Engineering	20,000.00	1.000	0.200	1.000 LSU	20,000.000	4,000.00	20,000.00
3	Clearing ROW	20,000.00	1.000	0.200	1.000 LSU	20,000.000	4,000.00	20,000.00
6	Pipe, Remove	5,010.00	501.000	35.000	501.000 LF	10.000	350.00	5,010.00
9	Sign and Post, Remove & Reset	6,000.00	4.000	2.000	4.000 EA	1,500.000	3,000.00	6,000.00
17	Maintenance of Erosion Control Devices	5,000.00	1.000	0.300	1.000 LSU	5,000.000	1,500.00	5,000.00
19	Compacted Agg No. 53 Base	156,324.63	4,224.990	626.640	4,224.990 TON	37.000	23,185.68	156,324.63
20	Asphalt Milling, 2"	12,516.25	2,635.000	2,635.000	2,635.000 SY	4.750	12,516.25	12,516.25
21	HMA Patching	5,261.85	31.890	31.890	31.890 TON	165.000	5,261.85	5,261.85
23	HMA Intermediate, Type B	84,703.00	847.030	434.900	847.030 TON	100.000	43,490.00	84,703.00
24	HMA Surface, Type B	87,704.10	797.310	646.210	797.310 TON	110.000	71,083.10	87,704.10
25	Asphalt for Tack Coat	4,722.00	7,870.000	6,320.000	7,870.000 SY	0.600	3,792.00	4,722.00
26	Restoration, Type I (Topsoil, Seeding, & ECB)	52,676.00	4,052.000	2,692.000	4,052.000 SY	13.000	34,996.00	52,676.00
28	Swale Grading (UNDISTRIBUTED)	5,925.00	395.000	160.000	395.000 LF	15.000	2,400.00	5,925.00
29	Curb & Gutter, Concrete, Roll Curb	162,740.75	5,611.750	92.250	5,611.750 LF	29.000	2,675.25	162,740.75
34	HMA for Approaches, Type B	28,147.37	654.590	258.890	654.590 SY	43.000	11,132.27	28,147.37
35	PCCP for Approaches, 6"	14,371.50	130.650	12.250	130.650 SY	110.000	1,347.50	14,371.50
36	Concrete Sidewalk, 4"	1,363.50	10.100	10.100	10.100 SY	135.000	1,363.50	1,363.50
38	RipRap, Revetment	6,916.80	86.460	10.260	86.460 SY	80.000	820.80	6,916.80
39	Mailbox Assembly, Single, R&R (UNDISTRIBUTED)	7,140.00	21.000	10.000	21.000 EA	340.000	3,400.00	7,140.00
40	Casting, Furnish & Adjust to Grade	12,500.00	10.000	6.000	10.000 EA	1,250.000	7,500.00	12,500.00
51	Chain Link Fence, 4 LFT	12,264.00	168.000	168.000	168.000 LF	73.000	12,264.00	12,264.00
57	Thermo, Solid White, 4" Recessed	2,079.04	1,424.000	1,424.000	1,424.000 LF	1.460	2,079.04	2,079.04
58	Thermo, Solid, Yellow, 4" Recessed	1,918.44	1,314.000	1,314.000	1,314.000 LF	1.460	1,918.44	1,918.44
59	Traffic Control	15,000.00	1.000	0.200	1.000 LSU	15,000.000	3,000.00	15,000.00
68	FENCE GATE 36"X42"	3,360.00	2.000	1.000	1.000 EA	1,680.000	1,680.00	1,680.00
69	FENCE GATE 42" X 84". GREEN PVC	7,560.00	4.000	2.000	2.000 EA	1,890.000	3,780.00	3,780.00
70	FENCE 42", GREEN PVC	3,360.00	20.000	10.000	10.000 LF	168.000	1,680.00	1,680.00

#### **Progress Billing Detail**



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

To: 1700 E. Main Street Griffith IN 46319 Date:

Job: Cedar Lake CCMG 2023-1

Invoice #:

8/31/2024

TOWN OF CEDAR LAKE

7408 CONSTITUTION AVE.

P.O. BOX 707

To:

CEDAR LAKE, IN 46303

**Customer Ref:** 

daldaallaallaaallallaadlallaaalla

Customer No:

From: 7/10/2024

To: 7/24/2024

Payment Terms NET 30

Contract:

Units Billed Amounts Billed

 Original Contract Amount:
 1,795,961.77

 Change Orders to Date:
 -12,398.83

 Current Contract Amount:
 1,783,562.94

 Percent Complete:
 98.63%

 Total Billed This Period To Date:
 291,065.68
 1,783,562.94

 Less Retainage:
 0.00
 0.00

 Less Previous Applications:
 0.00
 1,343,247.53

 Total Due This Invoice:
 440,315.41
 440,315.41





### AFFIDAVIT AND WAIVER OF LIEN

STATE OF <i>INDIANA</i>	) ) SS:
COUNTY OF <i>LAKE</i>	)
LLC (F/K/A Inc.) havin ASPHALT PAVING for a	uly sworn states that they are the <b>Project Accountant</b> of Milestone Contractors North g contracted with TOWN OF CEDAR LAKE to furnish certain materials and/or labor as follows: project known as Cedar Lake CCMG 2023-1 cated at CEDAR COWN OF CEDAR LAKE and does further state:
FINAL WAIVER:	
	e from the owner is the sum of
	<u>usand three hundred fifteen and 41 / 100</u> Dollars as been promised as the sole consideration for this Affidavit and Final Waiver of Lien which shall receipt of such payment.
above-described property and thereto, and further certifies the	waives and releases unto the Owner of said premises any and all lien or claim whatsoever on the improvements thereon on account of labor or material or both, furnished by the undersigned nat no other party has any claim or right to a lien on account of any work performed or material or said project, and within the scope of this affidavit and waiver.
Milestone Contra	ectors North, LLC (F/K/A Inc.)
-	



My Commission Expires: February 7, 2032

County of Residence: **COOK** 

## Final WAIVER OF LIEN

STATE OF						
COUNTY OF	} SS Escrow #					
TO WHOM IT MAY CONCERN:  WHERE AS the undersigned has been employed byMilestone Contractors North, INC.  to furnish Landscape  for the premises known as238742- Cedar Lake CCMG 2023-1  of which Milestone Contractors North, INC is the owner.						
THE undersigned, for and in consideration of Thirty Five Thousand Two Hundred and Ninety-Six dollars and 00/100  35,296.00  Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Indiana, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery furnished or which may be furnished at any time hereafter by the undersigned for the above-described premises, INCLUDING EXTRAS.*						
DATE10/01/2024 COMPANY NAME T&J Landscaping Services LLC						
SIGNATURE AND TITL				Vice President		
*EXTRAS INCLUDE BUT ARI						
STATE OF INDIANA  SS  COUNTY OF TO WHOM IT MAY CONCERN: THE UNDERSIGNED, (NAME)  DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) of the  T&J Landscape Services LLC  Landscape  AT  7408 Constitution Avenue, Cedar Lake, IN 46303  Milestone Contractors North, INC  That the total amount of the contract including extras* is \$  86,906.00  On which he or she has received payment of \$  51,610.00  prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defect the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:  CONTRACT  AMOUNT  THIS  BAI ANCE						
NAMES AND ADDRESSES	WHAT FOR	PRICE INCLUDING EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE	
T&J Landscape Services LLC	Landscape	86,906.00	51610.00	35296.00	0.00	
TOTAL LABOR AND MATERIAL INCLUDING E That there are no other contracts for said work of		is nothing due or to	be			
work of any kind done or to be done upon or in o						

#### AFFIDAVIT AND PARTIAL CONDITIONAL WAIVER OF CLAIMS AND LIENS AND RELEASE OF RIGHTS

STATE OF	INDIANA	
COUNTY OF	Marion	
	Specialties Company LLC Subcontractor with respect to the improvements constructed or being constructed on the Premises hereafter identified, acknowledges and confirms that its contract with Milestone, with respect to the Project noted below, 17837.60 , as noted in the invoice identified below, which includes all extras and change orders through the	
respect to Invoice No. value of its work completed \$0.00 reflects a current amount do In consideration of the at \$17,837.60 upon the Premises (including	edges and agrees this waiver is being provided to induce the Owner and Milestone to make payment to Releasor with  8587 With respect to the invoice, Releasor further states that as c 8/19/24, the total  d and materials and equipment stored is \$17,837.60 Of that amount, as reflected in the invoice,  has been received (the receipt and sufficiency of which is hereby acknowledged by Releasor). Further, the invoice due and payable of \$17,837.60  amounts and sums received, and conditional upon the receipt of the above noted due and payable amount of  , the Releasor does hereby waive and release to the Owner and Milestone any and all claims, liens and rights to liens ing any improvements thereon) described below, through the date of the invoice, said claims, liens and rights to liens ior, services, materials, equipment, fixtures or apparatus heretofore furnished by or through the Releasor. The	
PROJECT NAME: ADDRESS OF PROJECT: CITY0		
The Releasor further rep properly performed all work and in a good and workman for all the labor, materials, e and that it has no other outs	represents and warrants that it is duly authorized and empowered to execute and deliver this waiver, that it has it and furnished all the materials and equipment of the specified quality per the contract plans and specifications and including the date of the invoice, that it has paid, or will be paying from the invoice amounts received, equipment, and services that it has used or supplied with respect to the Premises through the date of the invoice; tstanding and unpaid invoices for Payment/retentions, holdbacks, charge backs or unbilled work or materials stone as of the date of the invoice.	
suffer or incur as a result of laborer, materialman or sub-	grees to reimburse, hold harmless, defend and indemnify Owner and Milestone for any losses or expenses they may of any claims, liens or rights to a lien released hereunder which may be asserted by the undersigned, or by any bcontractor of the Releasor (of any tier), or by any other party claiming through Releasor. Releasor's obligations de, without implied limitation, all attorneys' fees and costs incurred by either the Owner or Milestone in the defense of to lien.	
payable amount of action whatsoever it may ha consultants, contractors, sul	possideration of the amounts and sums received, and conditioned upon its receipt of the above noted due and \$17,837.60 , the Releasor hereby waives, releases and relinquishes any and all claims, right or causes of lave against the Owner or Milestone or any of their respective officers, directors, partners, members, employees, agents, subcontractors or materialmen, arising out of or relating to the above-noted Premises or subject contract, through the ling the right to receive payment for work performed and properly completed, after the date of the invoice.	
Signed and delivered this	is 7 day of ACIT 2024	
	ned Notary Public in and for the said County and State, personally appeared on of the foregoing affidavit as his voluntary act and deed and further stated the	
My Commission Ex		

## **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:				
	ly sworn, states, warrants and deposes, ipment lessor or other type of party desl				officer or rep	resentative of
This Instrument Pertains 1	o The Following:					
"VENDOR":	ZIESE & SONS EXCAVATING, II	NC .				
"CUSTOMER" of Vendor:	(Leave blank if customer is "Contr	actor" below)				
"CONTRACTOR":	MILESTONE CONTRACTORS N 1700 E. MAIN ST, , GRIFFITH, IN					
"OWNER":						
"PROJECT":						
"FINAL PAYMENT":	\$11,196.00					
	The Terms of this	Instrument Are:				
	form or furnish labor, materials, equipmobligations for the above-described PRO		("Work") in	furtherance	e of or incide	ntal to
amount, together with any and	ed above constitutes the entire amount all previous payments received by VE e, for all Work performed or furnished by	NDOR, is the total	sum claim	ned to date	by VENDO	rformed, which R, exclusive of _ (Date).
All sub-subcontractors, materia furnished to or for said PROJEC	Ilmen and laborers engaged or emplo CT thru <u>August 31, 2024</u>	yed by VENDOR I Data) except as fol	ave been lows:	paid in ful	for all World	k performed or
Name/Address	Work/Materials/Equ	ipment Performed				Amount Owed
could now or hereafter be asserted agareal estate upon which the PROJECT ilabor including but not limited to wages VENDOR to or for the PROJECT, including the proceeds otherwise due or to incidental to Work heretofore performe unconditionally waived, discharged and VENDOR shall indemnify CONTRACT	DUNT, and effective upon receipt of same by VE ainst the CONTRACTOR, the OWNER(s), and as a situated or any improvements thereon, and the finges, taxes, union dues, liens, gamishments thereon without limitation mechanics liens, claims a become due from OWNER(s) or other parties to d or furnished by VENDOR, shall, forthwith upor d released.  TOR, OWNER(s) and all other parties who shauding cost of bond premiums, litigation expense:	ny and all other parties user respective sureties, materials, equipment of gainst bonds or sureties CONTRACTOR, or clain this Instrument becomile they upon any represe	who hold or cl nortgagees, si or services and thereunder, a ms for direct of ng effective a	aim any right, uccessors and d taxes applic and claims af or indirect cos s prescribed l	title or interest d assigns, for or able furnished i fecting the disposits or damages a herein, become shall hold each	in or against the in respect of by or through sition of any arising from or fully, finally and of them hamless
services which are within the scope of			•	·		
immediately effective and binding upor	n are subject to VENDOR's receipt of the AM n VENDOR upon receipt thereof by VENDOR. S E whereon VENDOR is named as payee, either	Such receipt shall be co	nclusively est	ablished by \	/ENDOR's endo	ions shall become prsement affixed to
In Witness Whereof, the Undersigned, for and on bel	nalf of the VENDOR, has executed this	Instrument on this _	<u>29th</u> d	ay of	August	20_24

### STATE OF INDIANA COUNTY OF STARKE

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

Upon receipt by the Undersigned of a check in the sum of One Thousand Three Hundred Forty & 28/100 (\$1,340.28) Dollars, payable to Traffic Control Specialists, LLC dba HighStar Traffic and when the check has been properly endorsed and has been paid by the bank upon which it is drawn. the Undersigned, for and in consideration of such sum and other good and valuable considerations, do(es) for its heirs, executors, and administrators, hereby waive and release the General Contractor, the General Contractor's surety, the Owner, and each of their parents, subsidiaries, affiliates, members, past and present officers, directors, heirs, and administrators, from any and all suits, debts, demands, torts, charges, causes of action and claims for payment, including claims under the laws or statutes of the municipality, State of federal Government relating to Payment Bonds, the Miller Act, or other Act or statute including Prompt Payment statutes, or Bonds relating to the Project, and in addition all lien, or claim of or right to, lien, under municipal, State of Federal laws or statutes, relating to Mechanics' Liens, with respect to and on said above-described Project, and the improvements thereon, and on the material relating to Mechanics' Liens, Payment Bonds, the Miller Act or other law, Act or statutes, with respect to and on said above-described premises, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the Owner, on account of, arising out of or relating in any way to the labor, services, material, fixtures, equipment, apparatus or machinery furnished by the Undersigned, on the above-described Project from the beginning of time through the date indicated below, including extras.



## Soil Stabilization - Concrete Breaking - Guardrail - Fencing Milling - Subsurface Video Inspection - Full Depth Reclamation

www.specialtiescompany.com

9350 East 30th Street Phone: (317) 594-0291 Indianapolis, IN 46229 Fax: (317) 594-0271

## **Quotation: Lake Shore Drive, Lake County, IN**

To: TOWN OF CEDAR LAKE

Date: October 11, 2024

Description	Item	Quantity	Units	Tax	Unit Price	Total
Guardrail MGS W-Beam, SC, 6 FT 3 IN Spacing	1	12.50	Lft	No	\$74.00	\$925.00
Guardrail End Treatment, Type OS	2	2.00	Each	No	\$7,800.00	\$15,600.00
Quotation valid for 10 days.	Total	\$16,525.00				

Quotation prepared by:

This is a quotation on the goods named, subject to the conditions noted below:

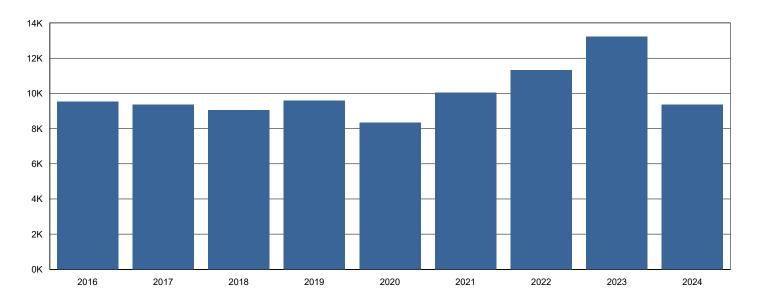
- 1. Construction engineering, clearing, staking, grading/earthwork, aggregate, and seeding, if required, are not included.
- 2. Specialties Company will provide flaggers for our quoted work only. Any other traffic control requirements are not included.
- 3. Quotation includes one mobilization. Additional mobilizations are \$3,000.00 each.
- 4. No removals are included.
- Identification and location of any utilities not located through Indiana Underground Plant Protection Services (Holey Moley) are not included, if required.
- 6. All items are quoted in total for any contract and may only be divided with the consent of Specialties Company, LLC.

To accept this quotation, sign here and return: _	
Date:	

## **Calls for Service Analysis**

1/1/2016to 9/30/2024





	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	616	768	600	672	765	745	859	1,248	917
Feb	608	801	582	782	733	692	685	1,145	1,072
Mar	917	797	633	825	602	956	926	1,186	1,099
Apr	745	808	652	891	350	835	844	1,209	1,050
May	859	867	837	838	723	850	1,104	1,071	1,180
Jun	924	862	846	821	763	940	946	1,255	1,169
Jul	1,001	843	933	842	806	956	1,006	1,087	1,043
Aug	744	800	837	901	888	878	1,060	1,091	1,002
Sep	753	807	828	826	728	782	974	945	819
Oct	787	666	860	742	682	829	977	1,060	
Nov	830	703	744	743	642	743	917	970	
Dec	738	645	705	710	641	818	1,020	954	
Total	9,522	9,367	9,057	9,593	8,323	10,024	11,318	13,221	9,351

Calls Per Day: 34.13

## **Traffic Stop Analysis**



	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	279	353	180	260	321	351	389	738	400
Feb	221	400	161	331	300	285	257	651	559
Mar	489	372	225	380	190	460	373	632	601
Apr	328	266	229	415	21	376	324	534	509
May	361	277	250	345	119	318	418	435	565
Jun	325	269	260	345	182	318	283	576	508
Jul	393	245	292	371	285	372	359	476	353
Aug	258	249	236	366	303	364	421	479	362
Sep	264	284	286	259	212	281	378	430	236
Oct	356	191	302	285	182	348	417	471	
Nov	407	257	280	329	172	320	397	519	
Dec	311	186	269	317	203	357	474	415	
Total	3,992	3,349	2,970	4,003	2,490	4,150	4,490	6,356	4,093

## **Warning Analysis**



	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	171	215	105	202	275	291	305	752	400
Feb	122	236	99	299	253	235	236	694	542
Mar	267	221	125	343	154	395	396	729	538
Apr	194	195	148	376	15	323	301	542	455
May	210	210	225	289	112	263	461	452	503
Jun	198	211	191	309	136	273	334	635	529
Jul	203	166	271	316	234	338	356	504	338
Aug	177	173	220	313	218	270	438	498	327
Sep	158	182	228	223	188	205	433	448	220
Oct	228	128	322	222	154	265	419	490	
Nov	235	161	243	260	182	258	404	506	
Dec	215	115	193	272	180	251	465	437	
Total	2,378	2,213	2,370	3,424	2,101	3,367	4,548	6,687	3,852

## **Citation Analysis**



	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	106	136	92	120	207	169	165	190	119
Feb	96	200	80	148	148	156	103	203	167
Mar	244	187	108	120	122	215	164	207	189
Apr	145	142	123	102	38	126	152	209	191
Мау	193	148	122	98	74	144	159	159	233
Jun	180	164	122	107	140	156	167	189	206
Jul	245	147	118	112	156	163	213	148	161
Aug	137	113	83	112	193	123	232	174	195
Sep	122	91	97	106	137	147	166	119	124
Oct	163	85	87	113	110	147	140	149	
Nov	183	84	92	92	107	129	117	162	
Dec	123	94	93	111	85	117	147	101	
Total	1,937	1,591	1,217	1,341	1,517	1,792	1,925	2,010	1,585

## **Law Incident Analysis**



	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	341	440	460	433	499	459	502	511	539
Feb	385	404	451	484	454	460	433	502	495
Mar	458	443	461	461	427	522	546	550	548
Apr	488	564	471	512	334	507	501	646	529
May	512	629	624	518	642	556	674	629	696
Jun	612	628	644	505	625	663	659	700	679
Jul	629	659	682	510	575	652	630	660	696
Aug	505	614	656	572	633	555	637	628	649
Sep	489	573	575	602	573	525	578	554	596
Oct	439	511	594	476	562	499	539	605	
Nov	425	488	507	444	495	429	514	495	
Dec	441	488	455	420	460	481	545	537	
Total	5,724	6,441	6,580	5,937	6,279	6,308	6,758	7,017	5,427

# Arrest Analysis



	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	25	35	21	28	40	32	30	26	33
Feb	15	17	8	37	22	29	29	29	33
Mar	20	14	20	26	10	27	31	26	28
Apr	33	21	31	31	7	13	31	28	25
May	18	33	39	26	24	30	25	22	28
Jun	39	25	28	38	25	36	27	41	18
Jul	38	21	26	25	23	26	27	27	17
Aug	26	30	40	43	25	17	25	21	34
Sep	19	19	34	22	31	28	19	25	22
Oct	28	26	34	23	27	32	38	11	
Nov	15	24	19	20	23	19	18	20	
Dec	16	24	16	18	10	20	27	21	
Total	292	289	316	337	267	309	327	297	238

## **Arrest Offense Analysis**



	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	28	58	26	62	71	51	50	42	51
Feb	25	26	15	71	37	59	47	50	61
Mar	23	25	35	52	18	42	69	47	38
Apr	53	40	45	45	16	21	54	46	37
May	26	52	63	37	31	51	45	32	41
Jun	63	35	43	61	41	68	45	63	31
Jul	60	34	35	42	42	46	58	37	30
Aug	33	50	49	70	44	29	49	46	46
Sep	26	35	46	38	55	61	34	34	25
Oct	42	40	55	33	61	63	63	13	
Nov	29	33	31	35	40	34	39	46	
Dec	28	35	19	32	21	30	59	31	
Total	436	463	462	578	477	555	612	487	360

## Town Ordinance Warnings

1/1/2024 to 9/30/24 Grouped by Offense

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Aband Vehicle on Roadway	0	0	5	0	0	0	1	3	1	10
Abandoned Vehicle	13	30	16	12	1	7	3	10	8	100
ABANDONED VEHICLE -	0	0	0	0	0	0	0	1	0	1
ANIMALS - RUNNING AT	0	0	0	0	1	0	0	0	0	1
DOGS - LICENSE AND	0	0	1	0	0	1	1	0	0	3
DOGS - RABIES PROTECTION	0	0	0	0	0	1	0	0	0	1
DOGS - RUNNING AT LARGE	1	0	1	0	1	1	1	1	1	7
FIREWORKS - USE AND DISCHARGE,	0	0	0	0	1	2	1	0	1	5
GOLF CARTS - COMPLIANCE	0	0	0	0	0	1	0	0	0	1
GOLF CARTS - PLACES OF	0	0	0	0	0	4	2	2	1	9
GOLF CARTS - REGISTRATION	0	0	0	0	0	0	0	1	0	1
House Numbers	0	1	0	1	1	0	0	0	0	3
LITTERING - SWEEPING LITTER	0	0	0	0	1	0	0	0	0	1
Non-Use Refuse Container	0	1	0	0	0	0	0	0	0	1
NUISANCES - ACCUMULATION	0	6	2	2	2	5	2	1	1	21
NUISANCES - DANGEROUS	0	0	0	0	0	0	1	0	0	1

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
NUISANCES - DWELLINGS UNFIT	0	1	1	0	0	0	0	0	0	2
NUISANCES - NOISE	0	0	0	0	0	0	0	1	0	1
NUISANCES - NOXIOUS ODORS	0	0	0	1	0	0	0	0	0	1
NUISANCES - OPEN BURNING	0	0	0	1	0	2	0	0	0	3
NUISANCES - PROHIBITED	0	0	0	0	0	0	0	1	0	1
NUISANCES - WEEDS, RANK	0	0	0	0	40	16	11	10	5	82
OBSTRUCTION OF DRIVERS VIEW	0	0	0	0	0	1	0	0	0	1
OBSTRUCTIONS TO VISIBILITY AT	0	0	1	0	0	0	0	0	0	1
OFF-ROAD VEHICLES -	0	0	0	3	0	0	1	0	0	4
OFF-ROAD VEHICLES -	0	0	0	0	0	1	0	1	0	2
OPERATION OF VEHICLE AT STOP	0	1	0	0	0	0	0	0	0	1
Parking - Blocking Traffic	2	0	1	0	0	0	0	0	0	3
PARKING - LIMITATIONS OF	0	0	0	0	1	0	0	0	0	1
Parking - Proper Manner	0	0	0	0	0	0	1	0	0	1
PARKING - SIGNS, POSTINGS,	0	0	0	0	0	2	0	0	0	2
Parking - Signs/Postings	0	1	0	0	0	0	0	0	2	3
Parking - Traveled Portion RDWY	0	1	0	1	0	0	0	0	0	2
PEDDLING - LICENSE	0	0	0	0	0	0	0	0	2	2

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
PUBLIC ORDER - MINOR CURFEW	0	0	0	0	0	2	0	0	0	2
Scattering of Refuse	0	1	0	0	0	0	1	0	0	2
TRUCK ROUTE	0	1	0	0	0	0	0	1	0	2
Unauthorized Accumulation	2	2	2	0	1	2	0	0	1	10
VEHICLES CROSSING	0	0	0	0	0	0	1	0	0	1
Weeds - Nuisance	0	0	0	0	0	0	0	1	0	1
WEIGHT LIMITS; PARKING OF	0	0	0	0	0	1	0	0	0	1
Total	18	46	30	21	50	49	27	34	23	298

## Town Ordinance Citations

1/1/2024 to 9/30/2024 Grouped by Offense

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Aband Vehicle on Roadway	0	0	0	0	0	0	0	1	3	4
Abandoned Vehicle	28	33	31	31	10	15	27	24	15	214
DOGS - LICENSE AND	0	1	0	0	0	0	0	2	0	3
DOGS - RABIES PROTECTION	0	1	0	0	0	0	1	3	1	6
DOGS - RUNNING AT LARGE	0	0	0	0	0	0	2	3	1	6
FIREWORKS - USE AND DISCHARGE,	0	0	0	0	0	1	0	0	0	1
GOLF CARTS - PLACES OF	0	0	0	0	0	1	0	0	0	1
House Numbers	0	0	0	0	2	3	4	1	1	11
Non-Use Refuse Container	0	1	0	2	0	0	0	0	0	3
NUISANCES - ACCUMULATION	2	10	11	10	10	6	9	10	4	72
NUISANCES - ACCUMULATION	0	0	0	0	1	0	0	0	0	1
NUISANCES - ACCUMULATION	0	0	0	0	0	0	0	3	0	3
NUISANCES - DWELLINGS UNFIT	0	0	1	0	0	2	2	1	0	6
NUISANCES - NOISE	0	0	1	0	0	0	1	0	0	2
NUISANCES - OPEN BURNING	0	0	0	1	0	0	0	0	0	1
NUISANCES - PROHIBITED	0	0	1	0	0	0	0	0	0	1

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
NUISANCES - WEEDS, RANK	0	0	0	1	50	46	32	30	32	191
OBSTRUCTION OF DRIVERS VIEW	0	0	0	2	0	2	1	2	1	8
OBSTRUCTIONS TO VISIBILITY AT	0	0	0	0	1	0	0	1	0	2
OFF-ROAD VEHICLES -	0	0	2	0	0	1	0	0	0	3
PARKING - LIMITATIONS OF	0	0	0	0	1	1	0	0	0	2
PARKING - MANNER OF	0	0	0	0	0	1	0	0	0	1
PARKING - OBSTRUCTIONAL	0	0	0	0	0	0	1	0	0	1
PARKING - SIGNS, POSTINGS,	0	0	2	0	1	4	1	1	0	9
Parking - Signs/Postings	0	0	0	0	1	0	0	0	0	1
PUBLIC ORDER - MINOR CURFEW	0	0	0	0	1	0	0	0	0	1
PUBLIC ORDER - MINOR CURFEW -	0	0	0	0	1	0	0	0	0	1
Scattering of Refuse	1	4	4	2	0	0	3	0	1	15
SPEED LIMITS - 11-20 MPH OVER	0	2	0	0	0	0	0	0	0	2
SPEED LIMITS - 21-30 MPH OVER	0	2	0	0	0	1	1	1	0	5
Unauthorized Accumulation	0	0	1	5	1	5	2	0	0	14
WEAPONS - USE AND DISCHARGE	0	0	1	0	0	0	0	0	0	1
Total	31	54	55	54	80	89	87	83	59	592

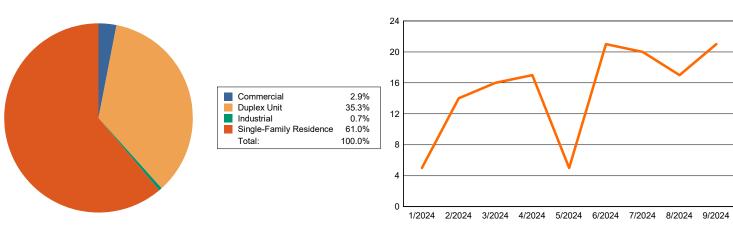
# **Town of Cedar Lake Office of Building, Zoning, and Planning**7408 Constitution Ave - PO Box 707 - Cedar Lake, IN 46303 Tel (219) 374-7000 - Fax (219) 374-8588



## Report of All New Construction Permits 1/1/2024 to 9/30/2024 Grouped by Month

## **New Construction Type**

# Permits by Month



January 2024

Residential New Construction Permits: 4

Industrial New Construction Permits: 1

New Construction Permits: 5

New Residential Construction Value: \$1,491,250
New Industrial Construction Value: \$680,000

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

February 2024

Residential New Construction Permits: 14

New Construction Permits: 14

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

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

March 2024

Residential New Construction Permits: 15

Commercial New Construction Permits: 1

New Construction Permits: 16

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

New Commercial Construction Value: \$700,000

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

April 2024

Residential New Construction Permits: 17

New Construction Permits: 17

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

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

May 2024

Residential New Construction Permits: 5

New Construction Permits: 5

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

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

June 2024

Residential New Construction Permits: 21

New Construction Permits: 21

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

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

**July 2024** 

Residential New Construction Permits: 20

New Construction Permits: 20

New Residential Construction Value: \$5,495,896

Total Value of Construction for July: \$5,495,896

August 2024

Residential New Construction Permits: 14

Commercial New Construction Permits: 3

New Construction Permits: 17

New Residential Construction Value: \$3,888,820

New Commercial Construction Value: \$564,000

Total Value of Construction for August: \$4,452,820

September 2024

Residential New Construction Permits: 21

New Construction Permits: 21

New Residential Construction Value: \$5,228,440

Total Value of Construction for September: \$5,228,440

Total New Construction Permits: 136

Total Residential New Construction Permits: 131

Total Commercial New Construction Permits: 4

Total School New Construction Permits: 0

Total Value of New Construction: \$39,679,257

Total Value of New Residential Construction: \$37,735,257

Total Value of New Commercial Construction: \$1,264,000

Total Value of New School Construction:

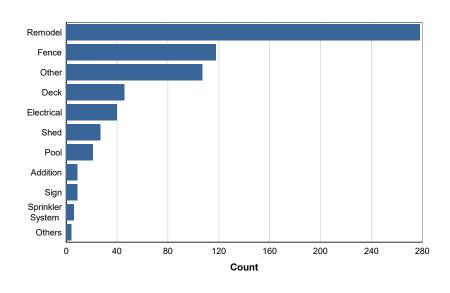
#### Town of Cedar Lake

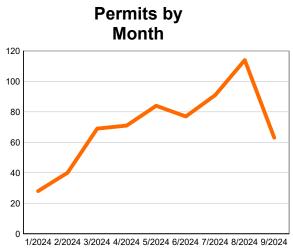
Office of Building, Zoning, and Planning

7408 Constitution Ave - PO Box 707 - Cedar Lake, IN 46303 Tel (219) 374-7000 - Fax (219) 374-8588



## Report of All Other Permits 1/1/2024 to 9/30/2024 Grouped by Month





#### January 2024

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

Total of Other Permits: 28

Other Permits: 1

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

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

#### February 2024

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

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

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

#### March 2024

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

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

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

April 2024

Residential Permits: 68 Residential Permits Value: \$1,285,573

Commercial Permits: 3 Commercial Permits Value: \$217,500

Total of Other Permits: **71**Total Value of All Other Permits: **\$1,503,073** 

May 2024

Residential Permits: 74

Commercial Permits: 5

Commercial Permits: 5

Commercial Permits: 4868,187

Open Space Permits: 2

Open Space Permits: 491ue: \$2,000

School Permits: 2

School Permits: 4,300,000

Municipal Permits: 1

Municipal Permits Value: \$1,000

Total of Other Permits: **84**Total Value of All Other Permits: **\$6,396,078** 

June 2024

Residential Permits: 74

Commercial Permits: 1

Commercial Permits: 1

Open Space Permits: 1

Municipal Permits: 1

Residential Permits Value: \$3,000

Commercial Permits Value: \$3,000

Open Space Permits: 1

Municipal Permits: 1

Municipal Permits Value: \$6,526

Total of Other Permits: **77**Total Value of All Other Permits: **\$832,861** 

**July 2024** 

Residential Permits: 78

Commercial Permits: 12

Other Permits: 1

Residential Permits Value: \$982,139

Commercial Permits Value: \$220,299

Other Permits: 1

Other Permits Value: \$6,500

Total of Other Permits: **91**Total Value of All Other Permits: **\$1,208,938** 

August 2024

Residential Permits: 108

Commercial Permits: 1

Church Permits: 1

Church Permits: 1

Open Space Permits: 1

Municipal Permits: 3

Residential Permits Value: \$2,142,297

Commercial Permits Value: \$1,000

Church Permits: 4

Open Space Permits: Value: \$75,000

Municipal Permits: 3

Municipal Permits: 41

Municipal Permits: 41

Municipal Permits: 41

Residential Permits Value: \$1,000

Church Permits Value: \$1,000

Open Space Permits Value: \$75,000

Municipal Permits: 41

Total of Other Permits: **114**Total Value of All Other Permits: **\$2,324,617** 

September 2024

Residential Permits: 58

Commercial Permits: 3

Commercial Permits: 3

Commercial Permits Value: \$361,965

Open Space Permits: 1

Open Space Permits: 1

Municipal Permits: 1

Municipal Permits Value: \$6,192

Total of Other Permits: **\$1,161,055** Total Value of All Other Permits: **\$1,161,055** 

Grand Total of Other Permits: \$16,670,562

## TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA TOWN COUNCIL/UTILITY BOARD

#### **RESOLUTION NO: 1348**

A RESOLUTION OF THE TOWN COUNCIL AND UTILITY BOARD OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, DECLARING A MORATORIUM ON CERTAIN LAND DEVELOPMENT IN THE TOWN, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town of Cedar Lake, Lake County, Indiana (hereinafter, "the Town"), is a Municipal Corporation and unit of local government located in Lake County, Indiana; and

WHEREAS, the Town is governed by a duly elected legislative and fiscal body commonly known as the Town Council (hereinafter, the "Town Council"); and

WHEREAS, the Town Council is the duly authorized legislative body establishing a Plan Commission (hereinafter, the "Plan Commission"), under the provisions of I.C. § 36-7-4, et seq., as set forth in the Advisory Planning Commission terms of said statute; and

WHEREAS, the Town Council, by virtue of its authority under I.C. § 36-7-4, et seq., has established an Advisory Plan Commission body for the purposes of said statute, namely, planning and zoning, including zoning, subdivision control, zoning district zoning map and zoning text amendment jurisdiction; and

WHEREAS, the Town Council is vested with the statutory authority under I.C. § 36-7-4 to establish, pursuant to prescribed procedures, the Town Comprehensive Master Plan, Town Zoning Ordinance, inclusive of all sub-parts and authority, as well as the Town Subdivision Control Ordinance, all with the advisory input of each body, and which are mandatory requirements for development approval under applicable law; and

WHEREAS, the Town Council is also vested with statutory authority under applicable Indiana Code terms and provisions to establish and operate municipal utility functions in the Town, as well as in any duly authorized extra-jurisdictional territory; further, that under said authority, in order to operate and manage its established municipal utilities, the Town Council has established by appropriate enabling legislation, a Town Utility Board for such purposes; and

WHEREAS, the Town Council and Utility Board have been duly established as described hereinabove, and are engaged in the operation and management of the Town Municipal Utilities; further, that the Town Council and Utility Board are presently comprised of the same members, namely, the duly elected Members of the Town Council are appointed to sit and serve as the jurisdictional Utility Board of the Town with authority over Municipal Utilities as described; and

WHEREAS, the Town Council and Utility Board have recently changed, following Municipal elections held in calendar year 2023, for Councilmanic seats on the Cedar Lake Town Council; that as a consequence of the 2023 Municipal election results and Councilmanic seat changes, transition in the governance of the Town has occurred and commenced; and

WHEREAS, the Town Council and Utility Board have been informed and advised, from general information and summary reports, that the development of certain land and parcels in the Town by large parcel commercial and residential developer entities has been expanding at a pace appearing to be occurring

in a volume and result exceeding the capacity of the Town, its finances, and its Municipal Utilities for provision of appropriate services; and

WHEREAS, the Town Council and Utility Board, as well as the Plan Commission, and each of them, have been informed and advised that significant substantial issues and circumstances exist which impact continued responsible land development in the Town under such circumstances, and particularly without having such information that will permit approving certain land development in the Town without such correct and accurate information for areas being reviewed for Land Use Approval purposes, and all related matters; and

WHEREAS, the Town Council and Utility Board, as well as the Plan Commission, and each of them, have determined at this time, that insufficient information and documentation is in place for permitting certain land development in the Town, namely, large volume commercial and residential developers with large acreage parcels, pending review, analysis, and understanding of the circumstances of the Town Municipal Utilities, including, wastewater, water, and stormwater, as well as financial conditions, financing, accounts, account balances, debt service, Town responsibilities regarding same, and related, and as a consequence, now determines that it is just, proper, and in the best interests of the Town, its citizens, ratepayers, and utility customers, as well as all residents, that a Moratorium on certain land development in the Town, namely, large volume commercial and residential developers with Land-use Development Proposals in excess of one (1) acre, be declared, and that all necessary review, examination, and due diligence, be commenced and undertaken at the earliest opportunity for the information needed as described above.

# NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL AND UTILITY BOARD OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AS FOLLOWS, NAMELY:

SECTION ONE: That the Town Council and Utility Board of the Town of Cedar Lake, Lake County, Indiana, and each of them, hereby declare a Land-Use Approval and Processing Development Moratorium on all parcels of land in the Town to be developed upon Application from Commercial Developer Applicants on parcels greater than one (1) acre in area unless expressly approved by Public Meeting action of the Town Council. This Moratorium shall cause all Permit Applicants for development, improvement, construction, and all other improvements on parcels of land in the Town to be held, and not processed, pending completion of due diligence for Town infrastructure services to be undertaken immediately by the Town for Town Council, Town Utility Board, and Plan Commission use in appropriate decision making.

SECTION TWO: That the Town Council and Utility Board, and each of them, hereby notify the residents, ratepayers, and citizens of Cedar Lake of this declared Development Moratorium, noting that the Development Moratorium applies to large volume commercial and residential land developers of land in parcel acreage of one (1) acre or more. All other Applicants for Permits for construction, improvement, and development, on parcels less than one (1) acre shall not be subject of this declared Development Moratorium.

SECTION THREE: That the Development Moratorium declared hereby is established as a consequence of lack of verified and accurate information, documentation, or relevant materials to identify available and appropriate infrastructure for wastewater, water, and stormwater utility service availability, as well as financing and Town fund availability, for payment of expenses of the Town related to required development improvements, as well as the utilities and infrastructure related and connected to same.

**SECTION FOUR:** That the Development Moratorium declared hereby shall be only for the time period reasonably needed for the research and due diligence assessment referenced herein, and upon

assurance of adequacy in all aspects for resumption of large volume commercial and residential land development in the Town, as described herein.

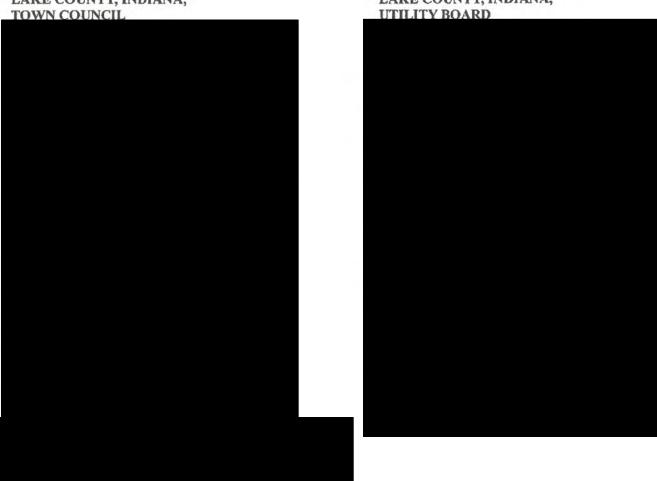
<u>SECTION FIVE:</u> That all existing Resolutions, or parts thereof, in conflict with the provisions of this Development Moratorium Resolution are hereby deemed null, void, and of no legal effect, and are specifically repealed.

SECTION SIX: That if any section, clause, provision, or portion of this Moratorium Resolution 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 approved Moratorium Resolution.

SECTION SEVEN: That this Moratorium Resolution shall take effect, and be in full force and effect, from and after its passage and approval by the Town Council and Utility Board of the Town of Cedar Lake, Lake County, Indiana, in conformance with applicable law; further that this Moratorium Resolution shall be distributed to the Town Clerk-Treasurer, Planning and Building Department, Board of Zoning Appeals, and loaded onto the Cedar Lake Website for Cedar Lake Town news.

ALL OF WHICH IS PASSED AND RESOLVED BY THE TOWN COUNCIL AND UTILITY BOARD OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, THIS \_\_OF FEBRUARY, 2024.

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



#### TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA TOWN COUNCIL/UTILITY BOARD

#### **RESOLUTION NO: 1349**

AN AMENDATORY RESOLUTION OF THE TOWN COUNCIL AND UTILITY BOARD OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AMENDING TOWN RESOLUTION NO.: 1348 DECLARING A MORATORIUM ON CERTAIN LAND DEVELOPMENT IN THE TOWN, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town Council and Town Utility Board, as described and defined in Town Council/Utility Board Resolution No. 1348, concur, and agree with the terms and provisions of Town Council/Utility Board Resolution No. 1348 whereby a Moratorium on certain land development in the Town was declared, among other matters; and

WHEREAS, based upon further review and assessment by the Town Council and Utility Board, and other available information and research, it has been determined that more clarity is needed for the Moratorium declared on said certain land development in the Town described by the terms and provisions of approved Resolution No. 1348; and

WHEREAS, the Town Council and Utility Board of the Town concur and agree that additional clarification will assist in identification of the terms and provisions of the Moratorium declared on certain land development, and particularly, as to process, procedures, and implementation; and

WHEREAS, the Town Council and Town Utility Board, and each of them, hereby ratify the terms and provisions of approved Town Resolution No. 1348, approved February 6, 2024, with the additional terms of clarification provided by this Town Resolution No. 1349 herein for understanding of procedures, process, and implementation; further, that the terms and provisions of this Amendatory Resolution No. 1349 are to supplement the provisions and mandates of Town Moratorium Declaration Resolution No. 1348, to the extent that same are not contradictory or inconsistent with terms of this Amendatory Resolution No. 1349, as set forth hereinafter; and

WHEREAS, the ratified provisions and terms of Town Moratorium Declaration Resolution No. 1348 are ratified consistent with terms and amendatory provisions of this Resolution No. 1349.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL/UTILITY BOARD OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AS FOLLOWS, NAMELY:

SECTION ONE: That SECTION ONE of Town Council/Utility Board Moratorium Declaration Resolution No. 1348, approved February 6, 2024, read and provide as set forth hereinafter, namely:

"SECTION ONE: That the Town Council and Utility Board of the Town of Cedar Lake, Lake County, Indiana, and each of them, hereby declare a Land-Use Approval and Processing Development Moratorium on all parcels of land in the Town to be developed upon Application from Commercial Developer Applicants on parcels greater than one (1) acre in area unless expressly approved by Public Meeting action of the Town Council. This Moratorium shall cause all Permit Applicants for development, improvement, construction,

and all other improvements on parcels of land in excess of one (1) acre in the Town to be held, and not processed, pending completion of due diligence for Town infrastructure services to be undertaken immediately by the Town for Town Council, Town Utility Board, and Plan Commission use in appropriate decision making. This Moratorium shall be construed to mean, and be interpreted to require withholding of <u>all</u> Applications for Development on Project parcels greater than one (1) acre unless said Applicant has applied for and been granted Primary Plat approval or more advanced Project Development Approval for such Project, including Planned Unit Development, or other Zone Map Amendatory Ordinance. It is the intention of the Town Council and Utility Board that such action is required and necessary for the due diligence and evaluation processes deemed in the best interests of the entire Town, including the Developer/Property Owners."

SECTION TWO: That the terms and provisions in these covenants of this Amendatory Town Moratorium Declaration Resolution No. 1349 are hereby declared to be the policy and position of the Town regarding certain land development moratorium declaration actions, as set forth herein and noted in the highlighted provisions for amendment terms hereafter, during the pendency of the declared Moratorium; that a copy of the approved Resolution Noi. 1348 is attached to this Resolution 1349.

SECTION THREE: That the Development Moratorium declared hereby is established as a consequence of lack of verified and accurate information, documentation, or relevant materials to identify available and appropriate infrastructure for wastewater, water, and stormwater utility service availability, as well as financing and Town fund availability, for payment of expenses of the Town related to required development improvements, as well as the utilities and infrastructure related and connected to same.

SECTION FOUR: That the Development Moratorium declared hereby shall be only for the time period reasonably needed for the research and due diligence assessment referenced herein, and upon assurance of adequacy in all aspects for resumption of large volume commercial and residential land development in the Town, as described herein.

SECTION FIVE: That all existing Resolutions, or parts thereof, in conflict with the provisions of this Development Moratorium Resolution No. 1349, are hereby deemed null, void, and of no legal effect, and are specifically repealed.

SECTION SIX: That if any section, clause, provision, or portion of this Development Moratorium Resolution No. 1349 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 approved Development Moratorium Resolution No. 1349.

SECTION SEVEN: That this Development Moratorium Resolution No. 1349 shall take effect, and be in full force and effect, from and after its passage and approval by the Town Council and Utility Board of the Town of Cedar Lake, Lake County, Indiana, in conformance with applicable law; further that this Development Moratorium Resolution No. 1349 shall be distributed to the Town Clerk-Treasurer, Planning and Building Department, Board of Zoning Appeals, and Plan Commission, and loaded onto the Cedar Lake Website for Cedar Lake Town news.

ALL OF WHICH IS PASSED AND RESOLVED BY THE TOWN COUNCIL AND UTILITY BOARD OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, THIS 19 DAY OF MARCH, 2024.

TOWN OF CEDAR LAKE, TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, LAKE COUNTY, INDIANA, UTILITY BOARD TOWN COUNCIL.