

CONSENT BY PUBLIC UTILITY TO ALLEYWAY VACATION

[REDACTED]

The Northern Indiana Public Service Company LLC, an Indiana Limited Liability Company, ("NIPSCO") owns utility equipment that is occupying a part of the Alleyway, a portion of which is depicted on Exhibit A, which is incorporated herein by reference (the "Alleyway"). As owner of the land abutting the Alleyway, *Viorica G Lamb & Ryan C Lamb* has petitioned the Common Council of the Town of Cedar Lake, Indiana ("Common Council"), to vacate the Alleyway for the right of enjoyment. In order for the petitioner to enjoy the property in question, NIPSCO must waive its rights under Ind. Code § 36-7-3-16 to occupy and use all or part of the Alleyway for the location and operation of its facilities.

NIPSCO has reviewed *Vacation Petition No. NSL50521* submitted to the Common Council and hereby consents to the Common Council vacating the Alleyway. This consent is executed with the understanding the vacating ordinance and consent herein will apply only to that portion of Alleyway depicted on Exhibit A.

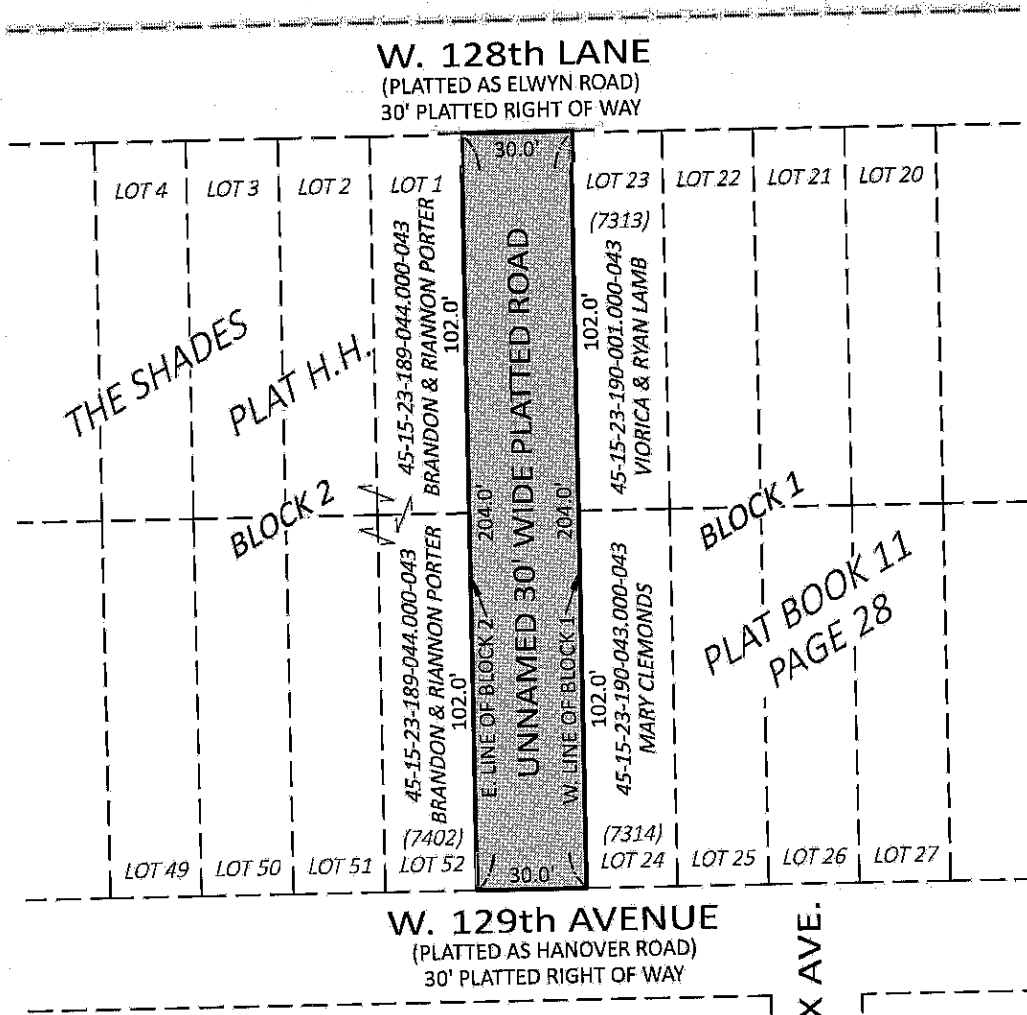
Dated: September 9, 2024

[REDACTED]

[REDACTED]

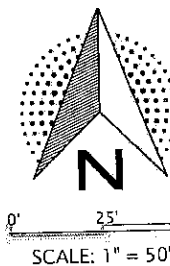
VACATION EXHIBIT A

PARCEL DESCRIPTION: ALL OF THE UNNAMED 30 FOOT WIDE PLATTED ROAD LYING BETWEEN BLOCK 1 AND BLOCK 2 IN THE SHADES PLAT H.H., AS RECORDED IN PLAT BOOK 11 PAGE 28 IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA.



THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, OR A SURVEYOR LOCATION REPORT.

Reference Name: RYAN LAMB
 Survey Job No.: 24-0261
 Drawn By: GAH
 Date: 2/27/2024
 \24.0261.dwg
 Sec. 23-34-9
 Cedar Lake, Lake County, IN

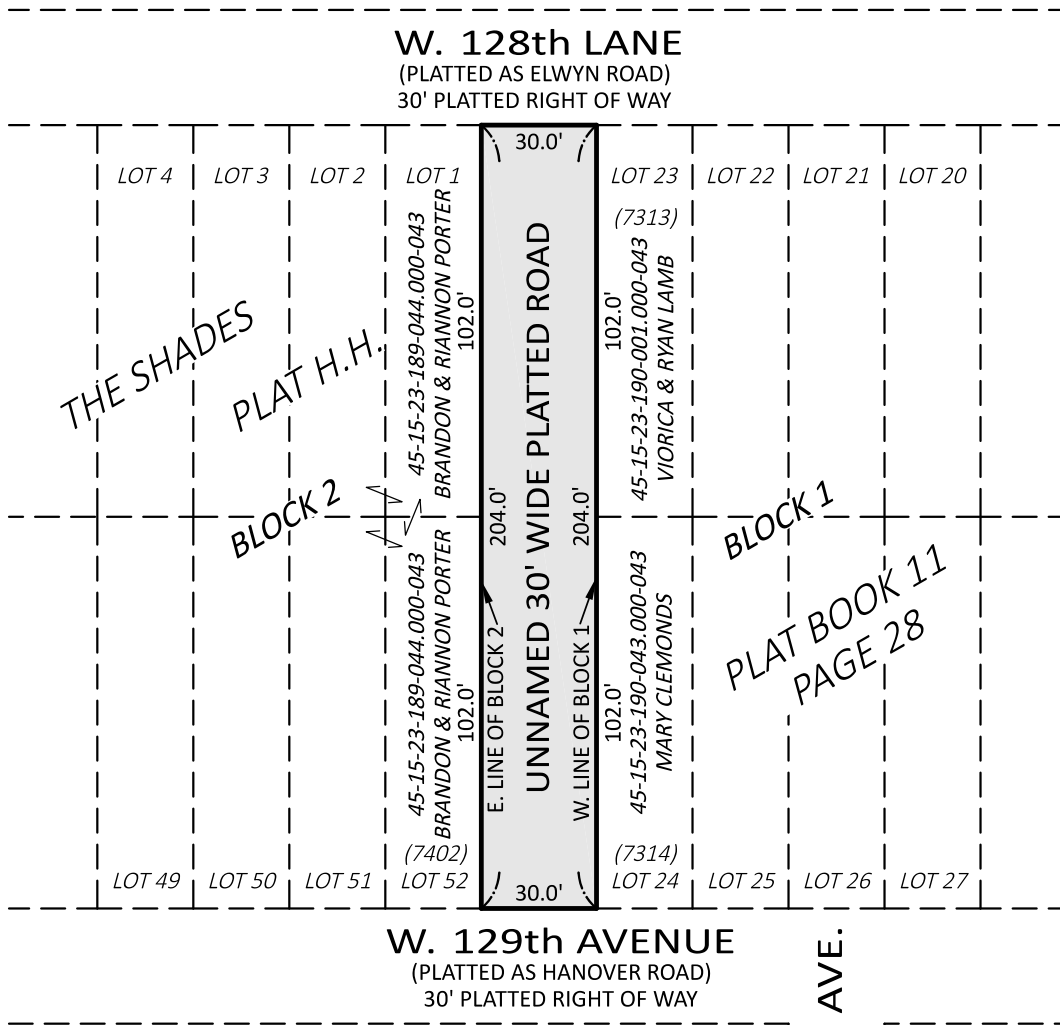


DVG TEAM, Inc
 1155 Troutwine Road
 Crown Point, IN 46307
 Phone: (219) 662-7710
 Fax: (219) 662-2740
 www.dvgteam.com



VACATION EXHIBIT

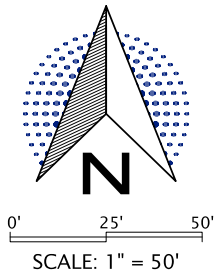
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COLFAX AVE.

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Town of Cedar Lake

Public Way Vacation Application Procedures

Public Way Vacation petitions shall be filed in accordance with Indiana Code 36-7-3-12, namely:
“36-7-3-12 Vacation of public way or place; petition; notice; hearing; adoption or ordinance; appeals

Sec. 12. (a) Persons who:

- (1) own or are interested in any lots or parts of lots; and
- (2) want to vacate all or part of a public way or public place in or contiguous to those lots or parts of lots;

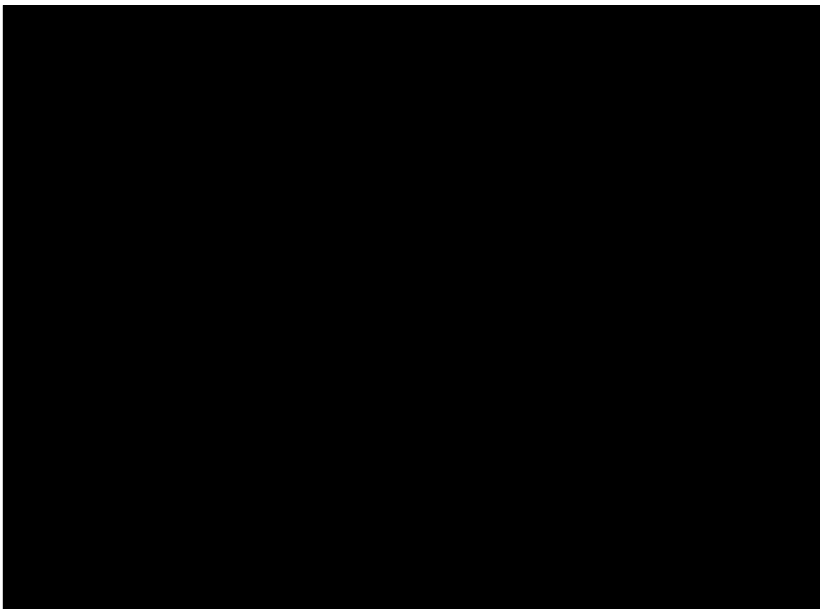
may file a petition for vacation with the legislative body of:

- (A) a municipality, ...”

The Department of Building, Planning & Zoning will assist petitioner with publication and notification requirements for public hearing. For any government owned land use applications or petitions for vacation of public ways or easements, a sign shall be posted on the real property which is the subject of the Public Hearing (10) days, or more, before the date fixed for the Public Hearing. The sign shall be minimally two feet by two feet (2'x2'), and placed in a location visible from a public road. Further, the sign shall minimally state "Public Hearing Notice", with the date and time of the Public Hearing, and the body conducting the Public Hearing identified thereon. Further, the name and contact information of the party or entity seeking an approval shall be displayed on such sign. This sign notice requirement is in addition to the Public Hearing Notice requirements otherwise required by Town ordinances and applicable state law, as amended from time to time.

Only complete applications, along with a \$200.00 filing fee, will be accepted. The petitioner is responsible for all costs associated with the requirements of the public hearing and all legal fees associated with the preparation and execution of any required ordinance.

By signing below you acknowledge that you will be responsible for any additional costs associated with this Variance Application and procedure, i.e. certified mailings and publication(s). If you have any questions concerning this application or filing thereof, please don't hesitate to contact:



Town of Cedar Lake

Public Way Vacation Application

1. List the street name and block or general vicinity of the public way vacation request.

Unnamed street lying between W. 128th Lane and W. 129th Avenue just west of 7313 W. 128th Lane

2. List all property tax key numbers relating to address or general vicinity of public way listed in item 1.
Also, attach to this application a plat of survey and a full legal description of public way involved in this request.

The legal description shall be prepared by a certified engineer or land surveyor.

45-15-23-190-001.000-043, 45-15-23-190-043.000-043, and 45-15-23-189-044.000-043

3. Indicate the reason(s) for your request to vacate the public way described in item 2.

Road has never been improved, currently 30 feet wide which doesn't comply with current standards, currently being maintained by adjoining.

Property Owner(s) Information		Petitioner(s) Information (If different than owner.)	
Name(s)	[REDACTED]	Name(s)	
Mailing	[REDACTED]	Mailing Address	
City, Sta	[REDACTED]	City, State, Zip	
Phone	[REDACTED]	Phone	
Alternat	[REDACTED]	Alternate Phone	
Fax	[REDACTED]	Fax	

I (We) the undersigned now state that the information contained in this application and all attached exhibits are true and correct to the best of my (our) knowledge and belief and that I (we) have read all the information contained above and that I (we) am/are submitting such facts and figures to the [REDACTED] request for the above referenced real estate.

[REDACTED]

November 19, 2024

ALL TOWN FUNDS \$1,253,371.17

WASTEWATER OPERATING \$371,288.99

WATER UTILITY \$389,960.18

STORM WATER \$13,303.88

PAYROLL 10/24/24, 11/01/24 & 11/07/24 \$678,200.86

OCT REMITTANCES \$207,807.70

TOWN OF CEDAR LAKE

7408 Constitution Avenue, P.O. Box 707, Cedar Lake, IN 46303
Tel: (219) 374-7400 Fax: (219) 374-8588



DONATION ACCEPTANCE FORM

Name of Donor: Cedar Lake Fire Department

Address: 9430 W. 133rd Ave

Phone: [REDACTED]

Type of Donation:

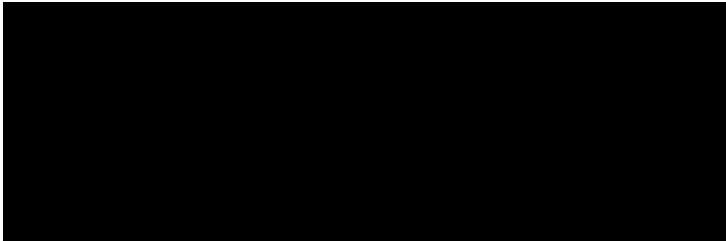
Monetary Donation Amount \$ _____

In-Kind Donation (other than monetary)

Description of Donation: Applatable Education House

Approximate Value of In-Kind Donation \$ 9075.00

Comments: _____



10-22-2024
Date

FOR OFFICE USE ONLY

Date Donation Received: _____

Received by (Name/Title): _____

Date Accepted by Town Council: _____

Town of Cedar Lake
Fire and EMS Department
Todd Wilkening, Fire Chief
todd.wilkening@cedarlakein.org



October 22, 2024

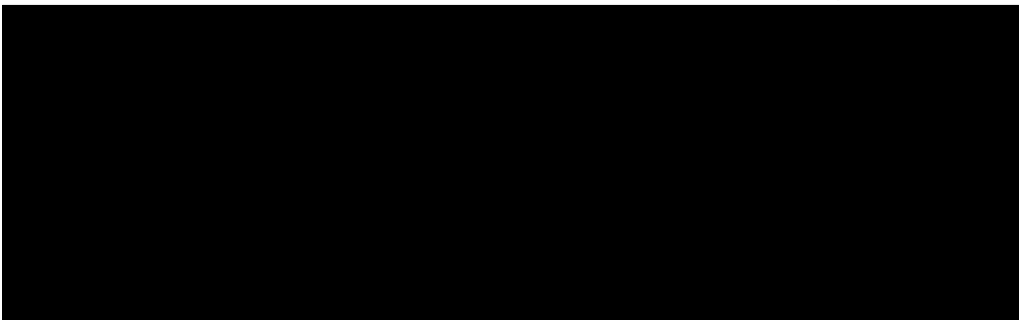
Cedar Lake Firefighters Association
PO Box 2023
Cedar Lake, IN 46303

To Whom It May Concern:

This letter is in reference to the Inflatable Fire Safety Education House that the Cedar Lake Firefighters Association purchased on September 28, 2023, for the price of \$9,075.00. It is 17'x29'x14.5', with 3 rooms plus inflated landing pad. It also has station name and logo banners (5) on outside. When deflated, est. weight 375 lbs. approx. 52"x54"x52". Blower, Grounding Stake and Carrying Bad included.

We are making this Educational House a donation to the Town of Cedar Lake From the Cedar Lake Firefighter Association.

There are copies of all paperwork and invoices associated with the Educational House included with this donation letter.



www.cedarlakefire.com
9430 W 133rd Ave
PO Box 459
Cedar Lake, IN 46303

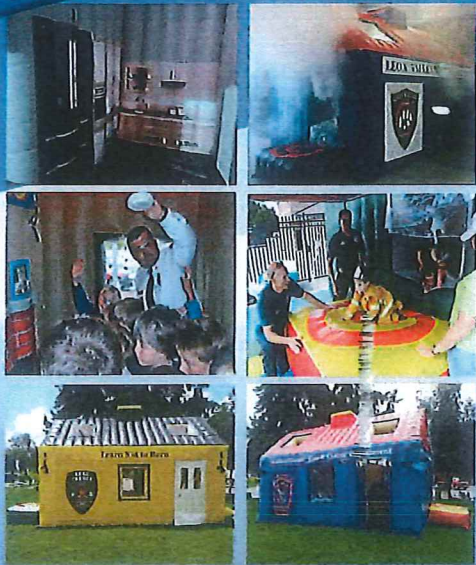


Inflatable Fire Safety Education House

Call Today: 720-583-0250

SALE!

THE ORIGINAL




Accessible Option

www.InflatableFireEducationHouse.com

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO.: 1505

AN ORDINANCE RECLASSIFYING CERTAIN LANDS IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, FOR ZONING PURPOSES, AND AMENDING TOWN ORDINANCE NO. 1402, BEING:

"THE ZONING ORDINANCE OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA",

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, THE 1ST DAY OF MARCH, 2022, AND ALL AMENDMENTS PASSED SUBSEQUENT THERETO.

WHEREAS, the Plan Commission of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Plan Commission"), has heretofore, on the 21st day of August, 2024, held a Public Hearing, pursuant to notice, as prescribed by applicable law, pertaining to Lighting Regulations and Zoning Ordinance No. 1402 text provisions in Chapter 14 of said Zoning Ordinance 1402 regarding same, and other matters related thereto; and

WHEREAS, the Plan Commission, at the conclusion of the afore-described Public Hearing, certified its FAVORABLE RECOMMENDATION for Zoning Ordinance text amendment to the Town Council of the Town of Cedar Lake, Lake County, Indiana; and

WHEREAS, the Town Council, having received and reviewed the FAVORABLE RECOMMENDATION Certification of the Town Plan Commission for Text Amendment to Chapter 14 of Zoning Ordinance No. 1402, now concurs and agrees that it is correct and proper to amend the Town Zoning Ordinance text accordingly.

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

SECTION ONE: That the Zoning Ordinance of the Town of Cedar Lake, Lake County, Indiana, the same being Chapter 14 of Town Ordinance No. 1402, as amended, is hereby amended as set forth hereinafter, namely:

"CHAPTER 14

Section T Enforcement and Non-Conforming:

All existing luminaire installations used for outdoor lighting that do not presently comply with the requirements of this Ordinance will be considered legal non-conforming. In the event that a cumulative total of fifty percent (50%) or more of the non-conforming luminaires or their supporting structures are changed, replaced (excluding routine maintenance and bulb/driver replacement or equal light output), or relocated, then all of the luminaire installations must be removed and comply with the current requirements of this Ordinance. For enforcement and compliance of all Lighting Regulations of the Town, whether in this Zoning Ordinance No. 1402, as amended, the Town Code, or as terms and provisions are required and/or imposed by the Town through any of its land use approval regulations or proceedings, such enforcement may be implemented and/or enforced by any designated Town Code Enforcement or Town Law Enforcement Official, as appointed and authorized by the Town Manager, or other designated Town Official. Enforcement Officials will comply with penalty and violation proceedings as set forth in this Town Zoning Ordinance No. 1402, as amended, and/or Town Code provisions, as well as local, state, or federal law, and which authorizes a duly designated Town Inspector to inspect luminaries and lighting installations to

determine compliance with applicable provisions of the Town Zoning Ordinance as amended from time to time, including regarding Town Lighting Regulations.”

SECTION TWO: That all existing Town Code Sections and Ordinance, or parts thereof, in conflict with the provisions of this Town Zoning Ordinance Text Amendment 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 Town Zoning Ordinance Text Amendment Ordinances, 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 Town Zoning Ordinance Text Amendment Ordinance shall take effect, and be in full force and effect, from and after its passage and adoption by the Town Council of the Town of Cedar Lake, Lake County, Indiana, in conformance with applicable law.

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

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

Nick Recupito, President

Greg Parker, Vice-President

Robert H. Carnahan, Council Member

Julie A. Rivera, Council Member

Mary Joan Dickson, Council Member

Richard C. Thiel Jr., Council Member

Chuck Becker, Council Member

ATTEST:

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

**TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA
PLAN COMMISSION**

RESOLUTION NO.: PC-2024-01

A RESOLUTION OF THE PLAN COMMISSION OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, FOR AMENDMENT TO TOWN ZONING ORDINANCE NO. 1402 PROVISIONS, AND SPECIFICALLY REGARDING LIGHTING REGULATIONS THEREIN, AND ALL OTHER TOWN ORDINANCES, OR PARTS THEREOF, IN CONFLICT HEREWITH, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Plan Commission of the Town of Cedar Lake, Lake County, Indiana, (hereinafter, the "Plan Commission"), has reviewed the present provisions of Town Zoning Ordinance No.: 1402, as amended from time to time, regarding land use and zoning district regulations, including lighting regulations, and all related matters regarding same; and

21st **WHEREAS**, the Plan Commission has held a duly scheduled and noticed Public Hearing on the August day of August, 2024, pursuant to published notice as required by applicable law, to consider the advisability and necessity of amending certain Text provisions of Town Zoning Ordinance No.: 1402, as amended from time to time, pertaining to Lighting Regulations, and terms of current and existent Town Zoning Ordinance No. 1402 concerning same; and

WHEREAS, the Plan Commission has, at the conclusion of the public hearing held, certified its Favorable Recommendation to the Town Council of the Town of Cedar Lake, Lake County, Indiana, that certain text provisions of Town Zoning Ordinance No.: 1402, as amended from time to time, be amended, and specifically the Lighting Regulations and terms in Chapter 14 of said Town Zoning Ordinance for which amendment is recommended; and

WHEREAS, the Plan Commission, having reviewed said recommended and identified text amendments to Town Zoning Ordinance No.: 1402, as amended from time to time, pertaining to and regarding Lighting Regulations as set forth in Chapter 14 of said Zoning Ordinance No. 1402 text, now finds it is necessary, advisable, appropriate, and in the best interests of the residents and property owners of the Town of Cedar Lake to certify its Favorable Recommendation and Certification to the Town Council of the Town of Cedar Lake, Lake County, Indiana, for amendment of Town Zoning Ordinance No. 1402, text provision pertaining to Lighting Regulations in Chapter 14 of said Zoning Ordinance No. 1402.

NOW, THEREFORE, BE IT RESOLVED BY THE PLAN COMMISSION OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AS FOLLOWS:

SECTION ONE: That the Plan Commission of the Town of Cedar Lake, Lake County, Indiana, hereby certifies its Favorable Recommendation to the Town Council of the Town of Cedar Lake, Lake County, Indiana, to amend certain text provisions of Town Zoning Ordinance No. 1402, as amended from time to time, pertaining to Lighting Regulations in the entirety; that a copy of the referenced Plan Commission Certification is attached hereto as *Exhibit A*; further, that Amendment of the Zoning Ordinance No. 1402 pertaining to Chapter 14 and Lighting Regulations be favorably considered at the conclusion of the Public proceedings conducted,, by the Town Council

SECTION TWO: That a copy of the proposed Town Zoning Ordinance text amendment pertaining to Lighting Regulations, is attached to this Resolution as *Exhibit B*, and is incorporated herein by reference.

SECTION THREE: That this Resolution shall take effect, and be in full force and effect, after its passage and approval by the Plan Commission in conformance with applicable law.

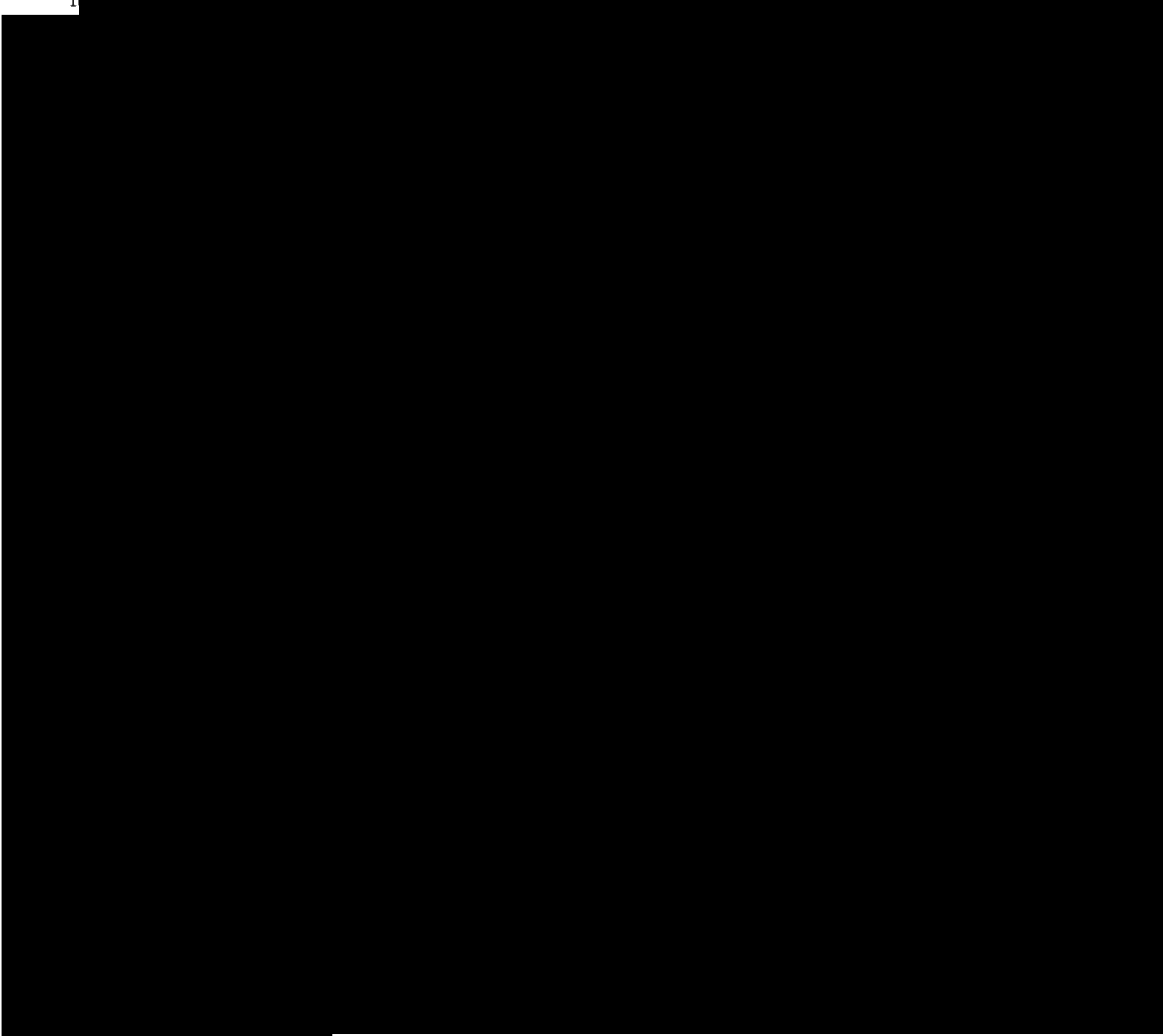
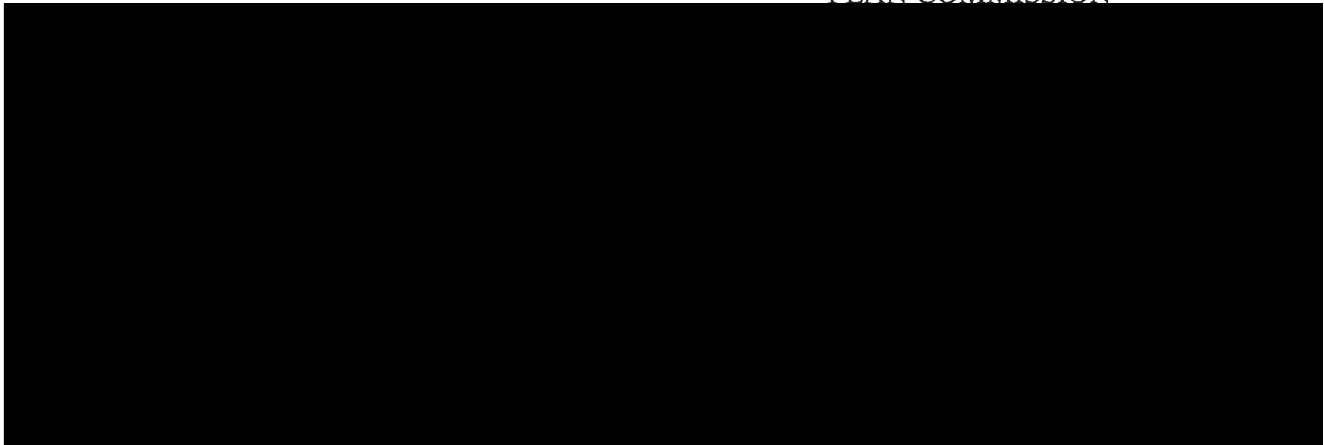


EXHIBIT "A"

CERTIFICATION

The Plan Commission of the Town of Cedar Lake, Lake County, Indiana, hereby certifies to the Town Council of the Town of Cedar Lake, Lake County, Indiana, its FAVORABLE RECOMMENDATION as set forth In Plan Commission Resolution No. PC 2024-21 for approval and adoption of delineated Town Zoning Ordinance Text Amendatory Ordinance No. 1402 (i.e. hereinafter "Town Zoning Ordinance"), regarding Amended Lighting Regulations Chapter 14 and approves execution and delivery hereof by the Plan Commission President and Recording Secretary pursuant to applicable law.

TOWN OF CEDAR LAKE,
LAKE COUNTY, INDIANA,
PLAN COMMISSION



THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

RESOLUTION NO: 1363

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, REGARDING SPECIFIC DEVELOPMENT APPROVALS AND AUTHORIZATIONS FOR SAME, AND CERTAIN MATTERS RELATED THERETO.

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

WHEREAS, the Town, as a Municipal Corporation and unit of local government in Lake County, Indiana, is under the jurisdiction and oversight of the Town government through and by its duly elected Town Council (hereinafter, the "Town Council"); and

WHEREAS, the Town further maintains and operates a Municipal Water Utility pursuant to authority vested in the Town Council by applicable provisions of the Indiana Code; for operation and maintenance of said Municipal Water Utility; the Town Council has established by appropriate enabling legislation a Town Utility Board for same; and

WHEREAS, the Town Council and Utility Board operate and act for the rate paying users of the Town Municipal Water Utility, and exercise authority in this jurisdiction over the Municipal Utilities as described; and

WHEREAS, the Town Council and Utility Board have been contacted by the Indiana Department of Environmental Management (hereinafter, "IDEM"), by a letter notification dated August 8, 2024, concerning specified issues and circumstances involving the Town Municipal Water Utility; and

WHEREAS, the Town Council and Town Utility Board have been copied on said IDEM letter notification of August 8, 2024, addressed to the Town Council President, Nick Recupito, and have conferred with designated Officials of IDEM, a State agency with jurisdictional authority over operation and management of the Town Municipal Water Utility; and

WHEREAS, the Town Council has been informed and advised by IDEM, in its said August 8, 2024, letter notice, a copy of which is attached hereto and incorporated herein, of its investigation whereby serious and critical issues have been presented to the Town for its development approval practices, as well as related adequate water supply and volume issues; and

WHEREAS, the Town Council and Utility Board, by its leadership, has met with IDEM Officials, conferred with its Engineering Consultants, and evaluated the reports from IDEM, which are continuing, for addressing the issues and resolving same; however, given the serious nature of the circumstances presented by IDEM, the Town has directed that permits and applications for improvements which require the extension of water utility service be stayed pending comprehensive review and analysis for resolution of water supply and quantity circumstances; and

WHEREAS, the Town Council is aware that certain development projects in the Town have been approved for all aspects of development, and in fact, have constructed the infrastructure required for purposes of construction development of improvements on said developments; also, and further, all aspects of developing the two (2) subject parcels which are the subject of this Authorization Resolution are completed and whereby Permits for construction development would under other circumstances be approved and issued; and

WHEREAS, the Town Council is aware that the Bultema/CLBD, LLC Commercial-Industrial Development as well as the Henn/Railside PUD Industrial-Commercial Development are these two (2) developments; the Bultema/CLBD, LLC Project is comprised of ____ number of approved lots, while the Henn/Railside PUD Project Development is comprised of ____ lots; and

WHEREAS, the Town Council is aware that State Permits have been issued for these projects, which had been issued prior to the August 8, 2024, IDEM letter notification regarding adequacy and volume of water supply issues; and

WHEREAS, the Town Council, while acknowledging and accepting the aforementioned IDEM report and letter notification of August 8, 2024, is also aware that the issues presented by IDEM do not, at this time, preclude Town authorization for construction of improvements absent further and additional review and research, which is not anticipated to be violative of IDEM regulatory concerns and issues; and

WHEREAS, the Town Council, based upon the foregoing, now seeks to clarify and approve on a limited basis permits for construction of improvements on the two (2) aforementioned approved commercial-industrial parcels in Town, clarify same for implementation purposes, and permit the lawful extension of water mains/service to the specified areas of these two (2) developments.

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 the Town Council and Utility Board, and each of them, hereby agree to modify the Moratorium action of the Town regarding development and extension of this water supply and infrastructure pending review, analysis, solutions and construction of improvements in furtherance of same for each of Bultema/CLBD, LLC Development and Henn/Railside PUD in order for the Town Planning and Building Department to issue, upon Application, Permits for the construction and development of improvements on lots already approved and granted. Further, the Town Council limits and conditions said authorization to require full cooperation and assistance by said Developers of all activities of the Town related to solving and rehabilitating the circumstances reported and resulting from utility approvals already given. In other words, Permit Applications for parcels in project approved prior to August 8, 2024, will be processed as normal unless IDEM jurisdiction and actions supersede the Town, engineering and reports are issued staying or ordering cessation of development is given, or the Developers, by appropriate representatives fail or refuse to enter agreements for infrastructure improvements and extensions for municipal water supply, as agreed. Adequacy of these terms will be in the sole discretion of the Town and Utility Board. For purposes of this last condition, an executed Agreement by and between the developers and Town/Utility Board is required, with Public Meeting action approval of same to validate and document same. If there are questions, or lack of clarity causes disagreements, all permitted activities may be stayed and stopped pending resolution, which shall occur in a Public Meeting or meetings of the Town governing bodies with Developers by authorized representatives.

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

SECTION THREE: That if any section, clause, provision, or portion of this Resolution No. ____ 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 Resolution No. ____.

SECTION FOUR: That the terms and provision herein are solely for the mentioned and stated Developers for the development project identified, and no other. This action is taken as a consequence of the specific circumstances and facts related to these projects, parcels, and developments.

SECTION FIVE: That this Resolution No. _____ 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 Resolution No. _____ 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 ____ DAY OF NOVEMBER, 2024.

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

**TOWN OF CEDAR LAKE,
LAKE COUNTY, INDIANA,
UTILITY BOARD**

Nick Recupito, President

Nick Recupito, President

Greg Parker, Vice President

Mary Joan Dickson, Vice President

Robert H. Carnahan, Councilmember

Robert H. Carnahan, Board Member

Julie A. Rivera, Councilmember

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Chuck Becker, Councilmember

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Mary Joan Dickson, Councilmember

Greg Parker, Board Member

Richard C. Thiel, Jr., Councilmember

Richard C. Thiel, Jr., Board Member

ATTEST:

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



Rental Agreement for Water Treatment Equipment

This Rental Agreement ("Agreement") is made as of [Date] by and between:

Owner:

Halcyon Water Solutions, LLC
PO Box 566
Cedar Lake, IN 46303
(866) 979-2837
www.halcyonwatersolutions.com

Renter:

Cedar Lake Fire Department
9430 W 133rd Ave
Cedar Lake, IN 46303
(219) 374-5961

1. Equipment Description

The Owner agrees to rent the following water treatment equipment to the Renter:

- Equipment Type: 48k Grain Ion Exchange Water Softener
- Model: Nelson MT-NWS-MB-48B EE

2. Rental Term

The rental period will commence on [Start Date] and end on [End Date] (60 MONTH TERM)

3. Rental Payment

The Renter agrees to pay the Owner a rental fee of \$25.00 per MONTH, due on 1st DAY OF THE MONTH.

4. Security Deposit

The Renter shall pay a security deposit of \$25 prior to taking possession of the equipment. This deposit will be the final months rent upon termination of this Agreement, subject to the condition of the equipment.

5. Use of Equipment

The Renter agrees to use the equipment solely for its intended purpose and in accordance with the manufacturer's instructions.

6. Maintenance and Repairs

The Renter shall be responsible for regular maintenance and any necessary repairs during the rental term. The Owner must be notified of any issues immediately.

7. Liability

The Renter assumes all responsibility for the equipment during the rental period and agrees to indemnify the Owner against any damages or injuries arising from its use.

8. Termination

Either party may terminate this Agreement with [number] days' written notice. Upon termination, the Renter must return the equipment in its original condition, barring normal wear and tear.

9. Governing Law

This Agreement shall be governed by the laws of the State of Indiana.

10. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions or agreements.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Owner's Signature: _____

Date: _____

Renter's Signature: _____

Date: _____

October 7, 2024

Ms. Jennifer Sandberg, Clerk-Treasurer
Town of Cedar Lake
7408 Constitution Avenue
Cedar Lake, IN 46303

Dear Ms. Sandberg:

We are pleased to confirm our understanding of the services we are to provide for the Town of Cedar Lake in connection with the proposed issuance of General Obligation Bonds of 2024 (the “Bonds”).

In our role as Municipal Advisors for this engagement, we will provide some, or all, of the following services to determine suitability of the bond offering for the Town of Cedar Lake (the “Town”):

- a. Evaluate options or alternatives with respect to the new Bonds.
- b. Review financial and other information regarding the Town, the proposed Bonds and any source of repayment of or security for the Bonds.
- c. Assist Town in establishing the structure, timing, terms and other similar matter concerning the Bonds.
- d. Consult and meet with representatives of the Town and its agents or consultants with respect to the Bonds.
- e. Advise the Town on the manner of the sale of the Bonds. If a negotiated sale is pursued, coordinate the selection process for underwriters/placement agents.
- f. Assist in the gathering of information with respect to financial, statistical and factual information relating to the Town in connection with the preparation of the offering documents and the coordination of the bond sale.
- g. Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Bonds.
- h. Respond to questions from bidders, underwriters or potential investors.
- i. Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of the Town and other documents necessary to finalize and close the Bonds.
- j. Prepare a closing memorandum or transaction summary, together with general guidance for the Town with respect to post-closing requirements relating to the use and investment of bond proceeds and the payment of debt service.
- k. Assist with required updates on the DLGF Gateway Debt Management module with respect to the Bonds.

- l. Provide such other usual and customary financial advisory services as may be requested by the Town.
- m. Assist in preparation and/or review of the offering documents.
- n. In a competitive sale, assist Town in collecting and analyzing bids and with the selection of a winning bidder. In a negotiated sale, advise the Town with respect to recommendations made by the underwriters/placement agents and other interactions between the Town and the underwriters.

Municipal Advisor's Regulatory Duties

MSRB Rule G-42 requires that the Municipal Advisor make a reasonable inquiry as to the facts that are relevant to the Town's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Town. The rule also requires that the Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. The Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about the Town and the authority of each person acting on the Town's behalf.

MSRB Rule G-42 also requires that municipal advisors provide to their clients, disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist by the municipal advisor, municipal advisors are required to provide a written statement to that effect. Compensation and other municipal advisor relationships could potentially be conflicts of interest under the Rule. As general mitigations of the Municipal Advisors conflicts, we mitigate such conflicts through an adherence to the fiduciary duty to our Clients, which includes a duty of loyalty to our Clients in performing all municipal advisory activities. This duty of loyalty obligates us to deal honestly and with the utmost good faith and to act in our Client's best interests without regard to our financial or other interests.

Compensation based conflicts: Fees in this agreement are based upon a range. The amount is usually based upon an analysis of the expected duration and complexity of the scope of services to be performed. This form of compensation presents a potential conflict of interest because, if the scope of services requires more work than originally contemplated, the Municipal Advisor may suffer a loss. Thus, the Municipal Advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Other Municipal Advisor Relationships: We serve a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interest of our Clients. This conflict of interest is mitigated by the general mitigations described above.

The Town agrees to cooperate, and to cause its agents to cooperate, with the Municipal Advisor in carrying out these regulatory duties, including providing to the Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the Town agrees that, to the extent the Town

seeks to have the Municipal Advisor provide advice with regard to any recommendation made by a third party, the Town will provide to the Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

MSRB Rule G-42 requires that municipal advisors provide, to their clients, certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, we have set out below required disclosures and related information in connection with such disclosures.

I. *Material Legal or Disciplinary Event.* There are no legal or disciplinary events that are material to the evaluation of our Firm, or the integrity of the Firm's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

II. *How to Access Form MA and Form MA-I Filings.* The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at [http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany &CIK=0001621113](http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001621113).

III. *Most Recent Changes in Legal or Disciplinary Event Disclosures.* The Firm has not made any material or disciplinary event disclosure on Form MA or any Form MA-I filed with the SEC.

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflict of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of this agreement.

MSRB Rule G-10 requires that municipal advisors notify their clients of the availability of a client brochure on the MSRB's website that provides information on the processes for filing a client complaint. Accordingly, the Firm provides the required information below.

The Firm is registered as a Municipal Advisor with the Securities Exchange Commission (867-00766) and the Municipal Securities Rulemaking Board (K0378).

The website address for the Municipal Securities Rulemaking Board is www.msrb.org. The website for the Municipal Securities Rulemaking Board has a link to a brochure that describes (i) the protections that may be provided by the Municipal Securities Rulemaking Board rules and (ii) describes how to file a complaint with an appropriate regulatory authority.

Our Responsibilities

The objective of our engagement is to apply accounting and financial reporting expertise to assist you in the presentation of financial projections without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the projections in order for them to be in accordance with accounting principles generally accepted in the United States of America.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence and due care.

We are not required to and will not verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial projections.

Our engagement cannot be relied upon to identify or disclose any financial reporting misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. However, we will inform the appropriate level of management of any material errors and any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our compilation procedures regarding any wrongdoing within the entity or noncompliance with laws and regulations that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of this engagement.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to assist you in the presentation of the financial information in accordance with the accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

1. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial information.
2. The preparation and fair presentation of financial information in accordance with accounting principles generally accepted in the United States of America and the inclusion of all informative disclosures that are appropriate for accounting principles generally accepted in the United States of America, if applicable.

3. To ensure that the organization complies with the laws and regulations applicable to its activities.
4. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
5. To provide us with:
 - a. Access to all information of which you are aware is relevant to the preparation and fair presentation of the financial information, such as records, documentation, and other matters.
 - b. Additional information that we may request from you for the purpose of the compilation engagement.
 - c. Unrestricted access to persons within the organization of whom we determine it necessary to make inquiries.
6. Including our compilation report in any document containing financial information that indicates that we have performed a compilation engagement on such financial information and, prior to the inclusion of the report, to as our permission to do so.

Our Report

As part of our engagement, we will issue a report that will state that we did not audit or review the financial projections and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. If, for any reason, we are unable to complete the compilation of your financial projections, we will not issue a report on such financial information as a result of this engagement.

Other Relevant Information

Jarrold Hall is the engagement partner and is responsible for supervision of the engagement and signing the report or authorizing another individual to sign it.

We certify that there is no direct or indirect compensation made to any individuals at O.W. Krohn and Associates LLP as a result of participation in this engagement. Further, we certify that there are no known conflicts of interest with respect to our participation on this engagement. To ensure that O.W. Krohn and Associates' independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our invoices for professional services will be based upon hourly time charges and out of pocket expenses. Hourly time charges will fall within a range of \$100 to \$280 per hour, depending upon the level of experience necessary for the various tasks to be performed. Total fees for this engagement are estimated to range from \$25,000 to \$35,000.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Acknowledged:
Town of Cedar Lake

Jennifer Sandberg, Clerk-Treasurer

Date

Y2024/Y2025

MOTO ON ICE EVENT AGREEMENT

THIS Y2024/Y2025 MOTO ON ICE, CO., EVENT AGREEMENT (hereinafter, this "Agreement"), is entered into this ____ day of _____, 2024, by and between the Town of Cedar Lake, Lake County, Indiana, an Indiana Municipal Corporation, acting by and through its duly elected and authorized Town Council (hereinafter referred to as the "TOWN"), and Moto on Ice, Co., by and through its duly authorized representative, an organization that organizes and hosts American Motorcyclist Association (hereinafter referred to as "AMA") sanctioned ice races for motorcycles, atvs, and side hacks (hereinafter referred to as "ORGANIZER"), for the provision of ice racing events on Cedar Lake at the Cedar Lake Town Municipal Complex.

RECITALS

1. WHEREAS, the TOWN seeks to contract with the ORGANIZER, and the ORGANIZER seeks to contract with the TOWN, to establish the responsibilities of each Party for AMA sanctioned ice racing events that may occur in Y2024 or Y2025 as delineated, located at the Cedar Lake Town Municipal Complex, at 7408 Constitution Avenue, Cedar Lake, Lake County, Indiana; and

2. WHEREAS, the TOWN has determined that it is advisable to enter into an Agreement with the ORGANIZER, and the ORGANIZER seeks to contract with the TOWN, for clarity in the terms of Agreement for ORGANIZER to conduct ice racing events on Cedar Lake, and in order to have a designated responsible person or persons with whom to communicate regarding any AMA sanctioned ice racing events that may occur in Y2024/Y2025 upon Cedar Lake; and

3. WHEREAS, the ORGANIZER has been sanctioned by the AMA to organize, promote, and host events such as those contemplated herein to occur pursuant to this Agreement; and

4. WHEREAS, the TOWN has determined that permitting AMA sanctioned ice racing events on Cedar Lake at the Town Municipal Complex will result in substantial benefit to the TOWN by providing an attraction for local citizens and tourists, promoting the patronage of local businesses by attendees of said racing events, and promoting the recreational use of Cedar Lake during all seasons of the year; hence, permitting AMA sanctioned ice racing events on Cedar Lake is determined by the TOWN to be in the best interests of the TOWN; and

5. WHEREAS, the TOWN and ORGANIZER both seek to guard against potential conflicts, problems or disagreements by setting forth hereafter the terms of this Agreement between them whereby the ORGANIZER will be permitted to utilize the TOWN Municipal Complex at 7408 Constitution Avenue, Cedar Lake, Lake County, Indiana, in the organizing, promotion, and hosting of AMA sanctioned ice racing events in Y2024/Y2025, in accordance with the terms of this Agreement.

COVENANTS

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

1. The ORGANIZER agrees to contract with the TOWN, as Moto on Ice Event Promoter, to be specifically coordinated with the Town Manager of the TOWN, at the Town of Cedar Lake Municipal Complex. The TOWN authorizes ORGANIZER to operate Moto on Ice event activities on the Town-owned Municipal Complex located at 7408 Constitution Avenue, Cedar Lake, Indiana, including upon the water body known as Cedar Lake, on each weekend of the winter months when weather and ground/lake conditions would allow such events to safely proceed, from 5:00 p.m. on Fridays for setting up and preparation, with racing activities permitted on Saturdays and Sundays beginning no earlier than 8:00 a.m., and with cleanup of the Town Municipal Complex being completed by 5:00 p.m. on Sunday afternoon, beginning on _____, and ending on _____. This schedule permits appropriate set-up and clean-up of the Moto on Ice operation and equipment for each scheduled authorized Activity date. Actual Moto on Ice racing event activity hours will be from 8:00 a.m. until 3:00 p.m., inclusive.
2. The Agreement shall be effective upon approval of the TOWN and shall be in effect from January 4th & 5th, January 11th & 12th, January 18th & 19th, January 25th & 26th, February 1st & 2nd, February 8th & 9th, February 15th & 16th, February 22nd & 23rd, and March 1st & 2nd, March 8th & 9th, March 15th & 16th, and March 22nd & 23rd, 2025, subject to the terms hereafter.
3. The ORGANIZER shall reimburse the TOWN for the expense of making two (2) Emergency Medical Services personnel exclusively available to respond to, and provide, emergency medical care for participants, attendees, audience members, and the like, at the Moto on Ice events. Said payment is due within ten (10) days of the date of each event, to be paid to the Town Clerk-Treasurer.
4. All signage for each Moto on Ice event will be provided by the ORGANIZER. The ORGANIZER will be responsible for setting the signage on the date of each Event and removal of all signage no later than 9:00 pm on the date of each Event. A banner will be allowed during the term of the contract on the Municipal Complex fence along Morse Street provided said banner is maintained in good condition and repair. The ORGANIZER will be responsible for the storage of all signs, barricades, banners, etc. used to support the Moto on Ice activities and events.
5. The ORGANIZER will be responsible for all communications with vendors, interested persons, and the like. The ORGANIZER will not be authorized to act or hold itself as the TOWN or as a representative of the TOWN in any way, in any manner related to the activities or the ORGANIZER, as contracted for herein.
6. The ORGANIZER shall be responsible for any damage to TOWN property resulting from its operation of Moto on Ice event activities, other than normal wear and tear.
7. The TOWN shall allow the use of the public restrooms during the Moto on Ice event activity hours. Restrooms shall be maintained by the ORGANIZER.

8. The ORGANIZER shall ensure that operations and traffic flow of each Moto on Ice event are established such that Emergency Management Services of the Town, including Police, Fire, and Paramedics, shall not be interfered with by the hosting of such racing event activities at the TOWN Municipal Complex.

9. All permits, as well as health department inspections and/or requirements, shall be the responsibility of the ORGANIZER. It will be the responsibility of the ORGANIZER to ensure all licensing, permits, etc. are obtained and maintained. Copies are to be provided to the Town by the ORGANIZER upon request by the TOWN.

10. The Moto on Ice racing event activities shall not interfere with any TOWN programs at the Town Municipal Complex.

11. **TOWN and ORGANIZER Additional Responsibilities.** The TOWN and Contractor Additional Responsibilities are set forth in Exhibit B attached hereto.

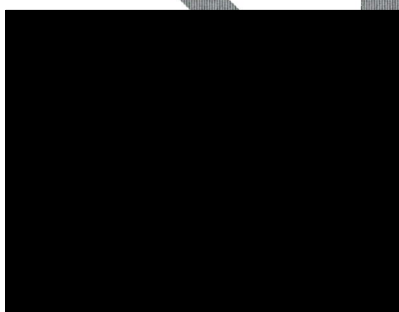
12. **MISCELLANEOUS**

A. **Benefit.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective Heirs, Personal Representatives, Successors and Assigns.

B. **Insurance.** ORGANIZER shall provide evidence that it has obtained and will maintain insurance and complies with the following provisions:

- i. Insurance coverage limits - \$2 million combined single limit;
- ii. TOWN to be listed as named insured on separate endorsement;
- iii. The ORGANIZER's insurance is to be the primary insurance;
- iv. Thirty (30) days' notice to the TOWN of cancellation, modification, or replacement;
- v. Certificate of Insurance to be provided before events begin; and
- vi. Event insurance requirements are incorporated as EXHIBIT "A"

C. **Notices.** All notices herein required shall be in writing and served on the Parties at their respective addresses, by either Personal Service or mailing of a notice by First Class Mail, postage prepaid. The Parties agree that this Notice is sufficient service for purposes of this Agreement



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

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

D. **Time of Essence.** Time is expressly declared to be of the essence of this Agreement for all services to be rendered hereunder.

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

F. **Entire Agreement/Amendments.** The Agreement herein represents the entire understanding of the Parties hereto with respect to the subject matter of this Agreement and supersedes any prior understanding between the Parties, whether oral or written. Any amendments to this Agreement shall be in writing and shall be signed by all of the Parties hereto.

G. **Independent Organization Relationship.** The ORGANIZER is strictly an Independent Organization, and is not an employee, servant, agent, partner, or joint venturer with the TOWN, is not retained in any capacity by the TOWN, and has no relationship with the TOWN other than those responsibilities to the TOWN established by this Agreement. The TOWN is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payment which it may owe to the independent organization. Neither ORGANIZER, nor any of its employees, agents, contractors, volunteers or other person or persons so related, shall be entitled to receive any benefits which employees of the TOWN are entitled to receive and shall not be entitled to worker's compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit-sharing, or social security on account of their work for the TOWN or upon TOWN property. The ORGANIZER shall be solely responsible for paying its employees, agents, contractors, or other person or persons so related, if there be any. The ORGANIZER shall be responsible for payment of any and all taxes as referred to above.

H. **Indemnification.** The ORGANIZER shall perform the work contemplated by this Agreement at its own risk. The ORGANIZER assumes all responsibility for the condition of tools, equipment, and materials utilized in the performance of this Agreement. The ORGANIZER shall further indemnify and hold harmless the TOWN, its elected and appointed Officials, Employees or Agents and Representatives from any claim, demand, loss, liability, damage, or expense arising in any way from the ORGANIZER's work, and the ORGANIZER's work contemplated by this Agreement, which shall include attorney's fees. The ORGANIZER will indemnify and hold the TOWN harmless for any and all claims arising out of this Agreement and any damages resulting therefrom, including but not limited to claims of personal or bodily injury or death, and property damage, whether arising from tort, contract, regulation, or other claim.

I. **Termination Without Cause.** Without cause, either Party hereto may terminate this Agreement, after giving five (5) days prior notice as specified in "SECTION 12.C. Notices", hereinabove, to the other of intent to terminate without cause. The Parties shall deal with each other in good faith during the five (5) day period after any notice of intent to terminate without cause has been given.

J. **Attorney's Fees.** In the event that it is necessary for either Party to this Agreement to initiate any action for the purpose of interpretation or enforcement, the prevailing Party shall be entitled to recover, in addition to all its rights and remedies at law or in equity, its costs, including attorney's fees.

13. **Municipal Entity Authorization.** The Town hereby represents and warrants that it has the full power and authority under applicable Indiana law to enter into this Agreement.

14. **Governing Law and Invalidity.** This Agreement shall be governed and enforced by the Laws of the State of Indiana, and it is agreed the Indiana State Courts in Lake County, Indiana, shall have exclusive jurisdiction of any dispute under this Agreement. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law or, if invalid under such law, said decision that such provision is not valid shall not invalidate nor render unenforceable, the remaining provisions of this Agreement.

15. **Public Action.** This Agreement has been approved by affirmative action of the TOWN COUNCIL of the Town of Cedar Lake, Lake County, Indiana, at a Public Meeting of the TOWN COUNCIL, after a motion duly made and seconded, on the ____ day of _____, 2024, by a vote of ___ in favor, and ___ against, and whereby the TOWN COUNCIL President and TOWN Clerk-Treasurer, respectively, were authorized and directed to execute and enter this Agreement on behalf of the TOWN, in their representative capacities.

ALL OF WHICH IS AGREED TO THIS ____ DAY OF _____, 2024.

ORGANIZER

MOTO ON ICE, CO.

By: _____
Printed: Tim Jenkins
Address: 16311 Broadway Street
Lowell, IN 46356

TOWN

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

By: _____
Nick Recupito, Town Council President

ATTEST:

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

EXHIBIT A

Insurance Requirements for use of Town Complex – special events

Any person or entity hosting an event at the Town Complex must provide a completed Certificate of Insurance naming Town of Cedar Lake, IN as the Certificate Holder, located at 7408 Constitution Avenue, Cedar Lake, IN, 46303, to the attention of the Cedar Lake Town Manager, and shall include the following minimum insurance coverages, limits and terms.

The insured will continue or renew all required coverages throughout the term of this contract and will provide updated and current Certificates of Insurance as proof of their compliance in a timely fashion.

Commercial General Liability (Occurrence Form)

General Aggregate (other than Prod/Comp Operations)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000
Liquor Liability (if alcohol will be served at the event)	\$1,000,000

- The above insurance shall be considered PRIMARY insurance and any other insurance carried by Town of Cedar Lake, IN, will be excess and shall not contribute to any losses arising out of the person or entity's work.

Automobile Liability

\$1,000,000 each accident

- Insurance coverage should apply to "any auto", "non-owned", and "hired vehicles" used by the person or entity.

Workers Compensation and Employer's Liability

Workers Compensation	State Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

Umbrella Liability

Each Occurrence and Aggregate	\$1,000,000
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The above coverages must be placed with an insurance company with an A.M. Best rating of A-: VII or better.

Please provide a Waiver of Subrogation in favor of Town of Cedar Lake, IN, as it pertains to Commercial General Liability, Auto, Umbrella, Workers Compensation and Liquor Liability insurance coverages, as applicable.

Please list the following entity as an ADDITIONAL INSURED on the General Liability insurance policy. Town of Cedar Lake, IN, its subsidiaries, affiliates, board members, directors, officers, and employees as Additional Insureds for all liability arising out of ongoing operations and completed operations.

(Use forms CG2010 07 04 and CG2037 07 04 or equivalent forms providing similar coverage. Blanket additional insured is not sufficient)

Insured will provide a thirty (30) day written notice to Town of Cedar Lake, IN, of material changes in these insurance coverages, their cancellation or non-renewal.

DRAFT

EXHIBIT B

ORGANIZER

Responsible for:

- Providing the Town Manager with the Name and Mobile Telephone Number of any and all individuals who will be responsible for the operations of each Moto on Ice event, at least twenty-four (24) hours prior to each events occurrence.
- Notification of TOWN at least twelve (12) hours prior to event cancellation.
- Event Coordination.
- Maintaining appropriation sanctioning authority from the American Motorcyclist Association.
- Advertising.
- Vendor Applications & Waivers, all vendor space reservations.
- Inspection of ice conditions and preparation of track siting, ensuring that no racing shall occur upon ice that is less than eight (8") inches in thickness.
- Parking.
- Signage.
- Restroom Maintenance.
- Communication with Vendors interested persons and the like.
- Garbage and site clean-up.
- Security if needed.
- No alcohol vendors permitted.
- Food Concessions – all vendors must have a current health permit from Lake County Health Department.
- No smoking in the Town Municipal Complex. There should be a smoke-free environment on the public grounds.

TOWN

- Will provide advertising in the Town's Newsletter, website, and social media. Advertising and links to information will be provided by the Organizer.
- Use of dumpster and trash cans; however, all garbage shall be maintained and removed by ORGANIZER.

Disposal of Personal Property

Old Phone System(s)



Department of Technology

Introduction

With the construction of the two new Public Safety Facilities, there was a need to purchase a telephone system that would integrate with the existing Town Telephone system. The cost of the system was budgeted at \$13,000. When the time came to purchase this system, it was discovered that the Manufacturer, NEC, was sunsetting all on-premise phone systems and transferring everything to a "Cloud Hosted" solution. Rather than purchasing a system that would be End-of-Life in a year, the decision was made to replace the entire phone system for the Town. The cost for the replacement came in at \$16,000, and we could leverage cost savings from other technical projects in the new buildings to cover the expenses.

Old Phone System(s)

The new phone system has been installed, and the legacy system has been removed and stored. We have the following equipment to dispose of under **I.C. 5-22-22-3(2)**:


QTY	Manufacturer	Description	Part#
3	NEC	SL1100 Main KSU	11100010
1	NEC	SL1100 Expansion KSU	11100011
6	NEC	8-Port Digital Station Card	1100020
1	NEC	4-port CO Line Card	1100022
1	NEC	T1/PRI Interface Card (24-Channels)	1100024
3	NEC	16 Channel VoIP Daughter Board	1100111
42	NEC	Digital 24-Button Telephone (Black)	1100063
6	NEC	24-Button IP Telephone (Black)	1100161

The old phone system is no longer sold and has been End-of-Life from the manufacturer since March 31, 2019.

Conclusion

We are requesting to place this equipment for sale utilizing **GovDeals**, an Internet Sale Site approved by the State of Indiana and the Indiana Office of Technology under I.C.

5-22-22-4.5.



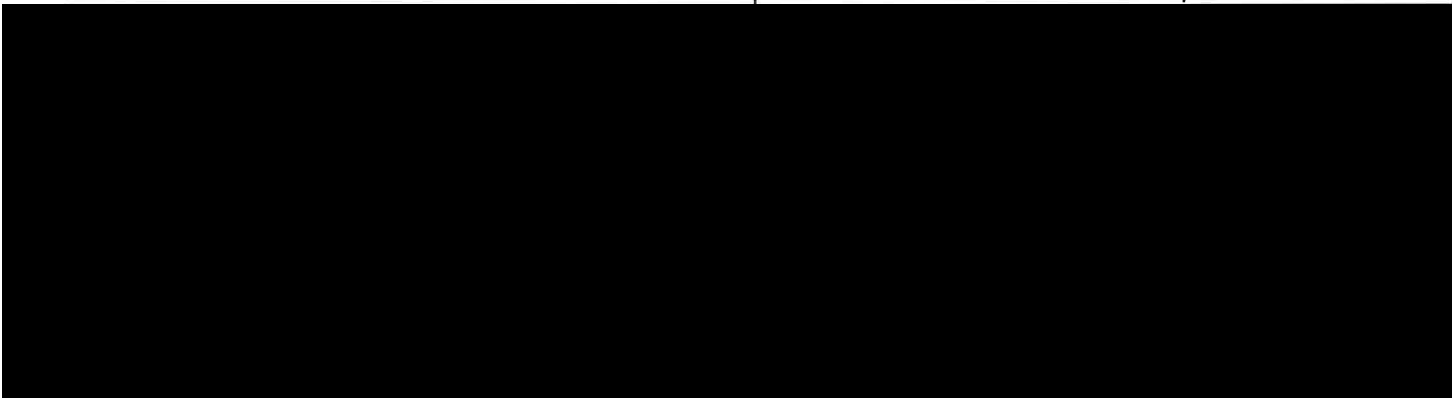
Date of Issuance: November 6, 2024	Effective Date: N/A
Owner: Town of Cedar Lake	Owner's Contract No.: N/A
Contractor: Gatlin Plumbing & Heating, Inc.	Contractor's Project No.: N/A
Engineer: Christopher B. Burke Engineering, LLC	
Project: Morse Watermain Project	Contract Name: N/A

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

Description: This balancing change order represents final measured/calculated installed quantities for the project.

Attachments: CO1 Table with summary of adjusted items.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>900,000.00</u>	Original Contract Times: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>900,000.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>5,240.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>894,760.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates



**Town of Cedar Lake, Indiana
Morse Watermain Project**

Contractor: Gatlin Plumbing & Heating, Inc.

Change Order No. 1, Final

Date: November 6, 2024

Summary of Adjusted Items

Item No.	Item Description	Unit	Unit Price	Original Plan Quantity	Authorization Quantity	Revised Plan Quantity	Authorization Amount	Revised Contract Amount
7	SIGN ASSEMBLY, REMOVE AND RESET	EACH	\$ 1,000.00	1.00	-1.00	0.00	\$ (1,000.00)	\$ -
9	HMA PATCHING, TYPE B	SYS	\$ 200.00	105.00	-48.70	56.30	\$ (9,740.00)	\$ 11,260.00
11	PCCP FOR APPROACHES	SYS	\$ 200.00	33.00	17.00	50.00	\$ 3,400.00	\$ 10,000.00
13	TEMPORARY SEED MIXTURE	LBS	\$ 10.00	100.00	-100.00	0.00	\$ (1,000.00)	\$ -
15	STRUCTURE BACKFILL, TYPE 1	CYS	\$ 50.00	150.00	120.00	270.00	\$ 6,000.00	\$ 13,500.00
16	ASPHALT FOR TACK COATING	SYS	\$ 10.00	190.00	-190.00	0.00	\$ (1,900.00)	\$ -
17	MAILBOX ASSEMBLY, REMOVE AND RESET	EACH	\$ 500.00	4.00	-2.00	2.00	\$ (1,000.00)	\$ 1,000.00
TOTAL:							\$ (5,240.00)	

*All pay items are related to water infrastructure with regard to Town Funding sources

Awarded Contract Value:	\$	900,000.00
+ Previous Change Orders Value:	\$	-
= Contract Value Prior to this Change Order:	\$	900,000.00
+ Change Order #3 Value:	\$	(5,240.00)
= Current Contract Value:	\$	894,760.00



November 11, 2024

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

Attention: Jennifer Sandberg – Clerk-Treasurer

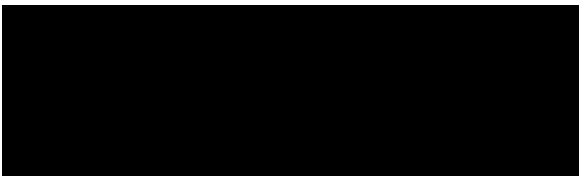
Subject: Morse Water Main Extension Project
Pay Request No. 3, Final
(CBBEL Project No. 200475)

Dear Town Council Members:

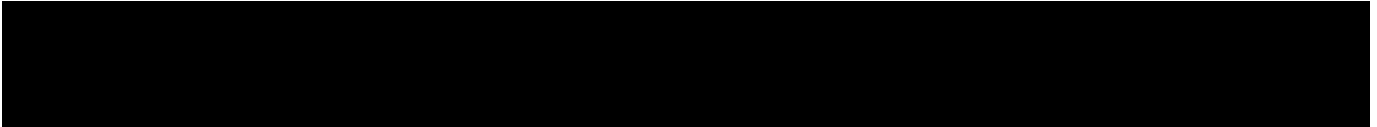
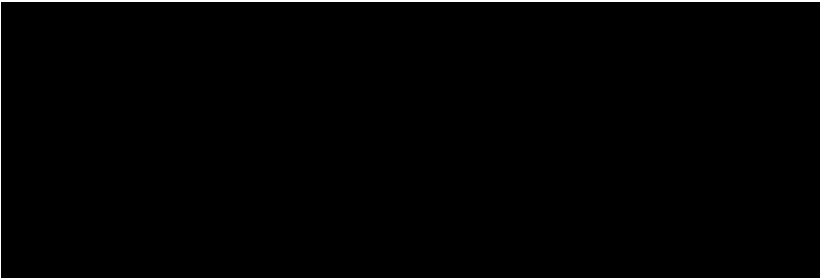
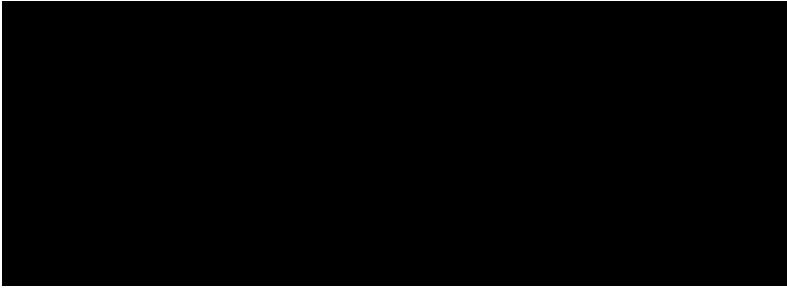
Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Final Pay Request #3 in the amount of \$138,179.50 submitted by Gatlin Plumbing and Heating, Inc. dated November 6, 2024. Based on the completed, measured, and observed work to date, CBBEL recommends payment in the following amount:

Total Improvements:	This Estimate	To Date
Value of Work Completed:	\$ 78,615.00	\$ 894,760.00
Less Retainage:	\$ 0.00	\$ 0.00
Balance:	\$78,615.00	\$894,760.00
Less Previous Payments:	n/a	\$756,580.50
Amount Due This Payment:	n/a	\$ 138,179.50

Please find attached copies of the final Invoice #3 request from Gatlin and the final Pay Estimate #3 Report from CBBEL. The final waiver of lien from Gatlin has also been included with this letter. Gatlin’s subcontractor’s final waivers of lien will be generated and shared with the Town & CBBEL after this final payment has been received and processed by all parties.



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



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

CONTRACTOR: Gatlin Plumbing & Heating, Inc.
DATE: 11/6/2024
ESTIMATE NO. 3 FINAL
PROJECT: Morse Street WM Extension
PROJECT #: 200475

CBBEL PAY ESTIMATE REPORT

ITEM	DESCRIPTION	CONTRACT QUANTITY	UNIT OF MEASURE	UNIT PRICE	CONTRACT COST	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY INVOICE #2	QUANTITY INVOICE #1	QUANTITY TO DATE	PERCENT UTILIZED	CONTRACT AMOUNT TO DATE
1	CONSTRUCTION ENGINEERING	1	LS	\$9,280.00	\$ 9,280.00	0.25	\$ 2,320.00	0.75	0.00	1.00	100.0%	\$ 9,280.00
2	MOBILIZATION AND DEMOBILIZATION	1	LS	\$45,000.00	\$ 45,000.00	0.30	\$ 13,500.00	0.70	0.00	1.00	100.0%	\$ 45,000.00
3	TRAFFIC CONTROL	1	LS	\$35,500.00	\$ 35,500.00	0.25	\$ 8,875.00	0.75	0.00	1.00	100.0%	\$ 35,500.00
4	TREE, 25-36 IN, REMOVE	4	EACH	\$1,000.00	\$ 4,000.00	0.00	\$ -	4.00	0.00	4.00	100.0%	\$ 4,000.00
5	UTILITY VERIFICATION POTHOLE (UNDISTRIBUTED)	10	EACH	\$500.00	\$ 5,000.00	0.00	\$ -	10.00	0.00	10.00	100.0%	\$ 5,000.00
6	EXCAVATION, COMMON	290	CYS	\$35.00	\$ 10,150.00	90.00	\$ 3,150.00	200.00	0.00	290.00	100.0%	\$ 10,150.00
7	SIGN ASSEMBLY, REMOVE AND RESET	1	EACH	\$1,000.00	\$ 1,000.00	0.00	\$ -	0.00	0.00	0.00	0.0%	\$ -
8	FENCE, REMOVE AND RESET	40	LFT	\$125.00	\$ 5,000.00	10.00	\$ 1,250.00	30.00	0.00	40.00	100.0%	\$ 5,000.00
9	HMA PATCHING, TYPE B	105	SYS	\$200.00	\$ 21,000.00	0.00	\$ -	56.30	0.00	56.30	53.6%	\$ 11,260.00
10	HMA FOR APPROACHES, TYPE B	76	SYS	\$200.00	\$ 15,200.00	76.00	\$ 15,200.00	0.00	0.00	76.00	100.0%	\$ 15,200.00
11	PCCP FOR APPROACHES	33	SYS	\$200.00	\$ 6,600.00	50.00	\$ 10,000.00	0.00	0.00	50.00	151.5%	\$ 10,000.00
12	SILT FENCE	180	LFT	\$10.00	\$ 1,800.00	0.00	\$ -	180.00	0.00	180.00	100.0%	\$ 1,800.00
13	TEMPORARY SEED MIXTURE	100	LBS	\$10.00	\$ 1,000.00	0.00	\$ -	0.00	0.00	0.00	0.0%	\$ -
14	MAINTENANCE OF EROSION CONTROL DEVICES	1	LS	\$5,000.00	\$ 5,000.00	0.25	\$ 1,250.00	0.75	0.00	1.00	100.0%	\$ 5,000.00
15	STRUCTURE BACKFILL, TYPE 1	150	CYS	\$50.00	\$ 7,500.00	0.00	\$ -	270.00	0.00	270.00	180.0%	\$ 13,500.00
16	ASPHALT FOR TACK COATING	190	SYS	\$10.00	\$ 1,900.00	0.00	\$ -	0.00	0.00	0.00	0.0%	\$ -
17	MAILBOX ASSEMBLY, REMOVE AND RESET	4	EACH	\$500.00	\$ 2,000.00	0.00	\$ -	2.00	0.00	2.00	50.0%	\$ 1,000.00
18	WATERMAIN, 8 IN, D.I., OPEN CUT	640	LFT	\$200.00	\$ 128,000.00	0.00	\$ -	515.00	125.00	640.00	100.0%	\$ 128,000.00
19	WATER MAIN, 12 IN, D.I., OPEN CUT	1560	LFT	\$200.00	\$ 312,000.00	0.00	\$ -	1060.00	500.00	1,560.00	100.0%	\$ 312,000.00
20A	WATER MAIN, 14 IN, HDPE DR 11, DIRECTIONAL DRILL	245	LFT	\$400.00	\$ 98,000.00	0.00	\$ -	195.00	50.00	245.00	100.0%	\$ 98,000.00
21	CONNECTION TO EXISTING WATERMAIN	1	EACH	\$11,500.00	\$ 11,500.00	0.00	\$ -	1.00	0.00	1.00	100.0%	\$ 11,500.00
22	FIRE HYDRANT ASSEMBLY	11	EACH	\$9,000.00	\$ 99,000.00	0.00	\$ -	5.00	6.00	11.00	100.0%	\$ 99,000.00
23	GATE VALVE, 6 IN	2	EACH	\$3,000.00	\$ 6,000.00	0.00	\$ -	1.00	1.00	2.00	100.0%	\$ 6,000.00
24	GATE VALVE, 8 IN	3	EACH	\$3,500.00	\$ 10,500.00	0.00	\$ -	2.00	1.00	3.00	100.0%	\$ 10,500.00
25	GATE VALVE, 12 IN	7	EACH	\$5,000.00	\$ 35,000.00	0.00	\$ -	4.00	3.00	7.00	100.0%	\$ 35,000.00
26	TRANSVERSE LINE, THERMOPLASTICE, WHITE, 24 IN, STOP BAR	28	LFT	\$20.00	\$ 560.00	28.00	\$ 560.00	0.00	0.00	28.00	100.0%	\$ 560.00
27	RESTORATION (MULCHED SEEDING, TOPSOIL, EROSION CONTROL BLANKET)	2251	SYS	\$10.00	\$ 22,510.00	2,251.00	\$ 22,510.00	0.00	0.00	2,251.00	100.0%	\$ 22,510.00
				TOTAL	\$ 900,000.00	TOTAL	\$ 78,615.00			TOTAL		\$ 894,760.00

*All pay items are related to water infrastructure with regard to Town Funding sources

Awarded Contract Value: \$ 900,000.00
Current Contract Value: \$ 894,760.00
Current Awarded CO Value: \$ (5,240.00)

Percent Complete (Awarded): 99.42%
Percent Complete (Current): 100.00%

ORIGINAL CONTRACT	\$ 900,000.00
TOTAL CHANGE ORDERS	\$ (5,240.00)
REVISED CONTRACT	\$ 894,760.00
COMPLETED TO DATE	\$ 894,760.00
RETAINAGE	\$ -
TOTAL EARNED LESS RETAINAGE	\$ 894,760.00
LESS PREVIOUS REQUESTS	\$ 756,580.50
CURRENT AMOUNT DUE	\$ 138,179.50

GATLIN PLUMBING & HEATING, Inc.

Over Eighty - Five Years of Business - Starting in 1938

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

Date:
Invoice:

November 5, 2024

Invoice

MORSE WATER MAIN EXTENSION PROJECT

Total Work Completed - Final Estimate (per attached)	\$	894,760.00
Less: Paid to Date		<u>\$ (756,580.50)</u>
FINAL AMOUNT NOW DUE		\$ 138,179.50

Equal Employment Opportunity Employer

GATLIN PLUMBING & HEATING, Inc.

Over Eighty - Five Years of Business - Starting in 1938

November 6, 2024

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

FINAL BILL

Re: **MORSE WATER MAIN EXTENSION PROJECT**

ITEM NO.	CONTRACT QTY	COMPLETED QUANTITY	CURRENT DRAW	DESCRIPTION	UNIT PRICE	CONTRACT AMOUNT	CURRENT AMOUNT	COMPLETED AMOUNT
1	1	1.00	0.25	Construction Engineering	9,280.00	9,280.00	2,320.00	9,280.00
2	1	1.00	0.30	Mob and Demob	45,000.00	45,000.00	13,500.00	45,000.00
3	1	1.00	0.25	Maintenance of Traffic	35,500.00	35,500.00	8,875.00	35,500.00
4	4	4.00	-	25" - 36" Tree Removal	1,000.00	4,000.00	-	4,000.00
5	10	10.00	-	Utility Verification - Potholing	500.00	5,000.00	-	5,000.00
6	290	290.00	90.00	Common Excavation	35.00	10,150.00	3,150.00	10,150.00
7	1	-	-	R&R Sign Assembly	1,000.00	1,000.00	-	-
8	40	40.00	10.00	Remove and Reset Fence	125.00	5,000.00	1,250.00	5,000.00
9	105	56.30	-	HMA Patching Type B	200.00	21,000.00	-	11,260.00
10	76	76.00	76.00	HMA for Approaches Tye B	200.00	15,200.00	15,200.00	15,200.00
11	33	50.00	50.00	PCCP for Approaches	200.00	6,600.00	10,000.00	10,000.00
12	180	180.00	-	Silt Fence	10.00	1,800.00	-	1,800.00
13	100	-	-	Temporary Seed Mixture	10.00	1,000.00	-	-
14	1	1.00	0.25	Maintenance of Erosion Contr	5,000.00	5,000.00	1,250.00	5,000.00
15	150	270.00	-	Structure Backfill Type 1	50.00	7,500.00	-	13,500.00
16	190	-	-	Asphalt for Tack Coating	10.00	1,900.00	-	-
17	4	2.00	-	R&R Mailbox Assembly	500.00	2,000.00	-	1,000.00
18	640	640.00	-	8" DIWM Open Cut	200.00	128,000.00	-	128,000.00
19	1560	1,560.00	-	12" DIWM Open Cut	200.00	312,000.00	-	312,000.00
20	245	245.00	-	14" HDPE Directional Drill	400.00	98,000.00	-	98,000.00
21	1	1.00	-	Connection To Existing Water	11,500.00	11,500.00	-	11,500.00
22	11	11.00	-	Fire Hydrant Assembly	9,000.00	99,000.00	-	99,000.00
23	2	2.00	-	6" Gate Valve	3,000.00	6,000.00	-	6,000.00
24	3	3.00	-	8" Gate Valve	3,500.00	10,500.00	-	10,500.00
25	7	7.00	-	12" Gate Valve	5,000.00	35,000.00	-	35,000.00
26	28	28.00	28.00	24" White Transverse Line	20.00	560.00	560.00	560.00
27	2251	2,251.00	2,251.00	Restoration Mulched Seeding	10.00	22,510.00	22,510.00	22,510.00
FINAL TOTALS						900,000.00	78,615.00	894,760.00

LESS PAID TO DATE

(756,580.50)

FINAL AMOUNT NOW DUE

\$ 138,179.50

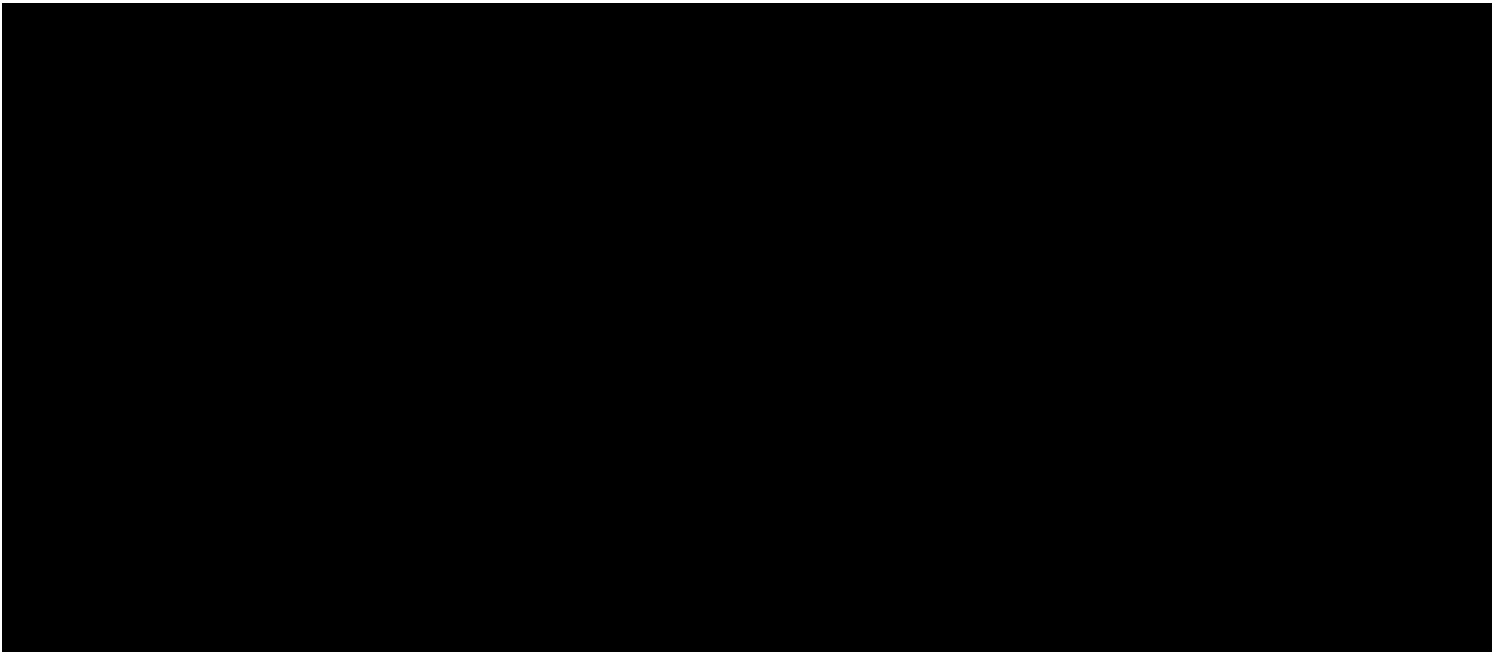
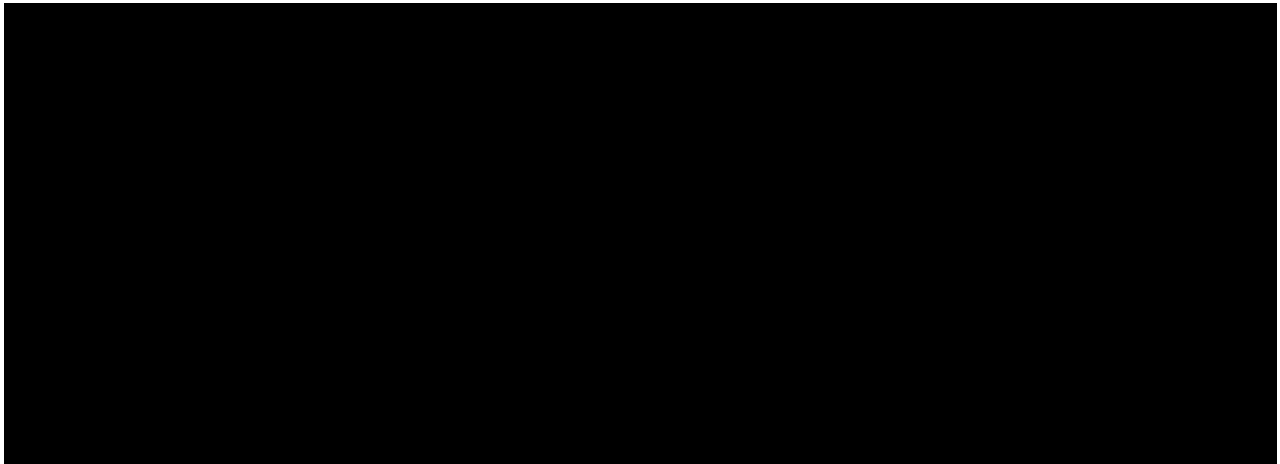
WAIVER OF LIEN

FINAL

State of Indiana, Lake County, ss:

Whereas, the undersigned Gatlin Plumbing & Heating, Inc. has been heretofore employed by Town of Cedar Lake to furnish certain material and labor, to wit: Morse Water Main Extension Project for the property owned by Town of Cedar Lake located on Morse Street

Now, Therefore, Know Ye, *That the undersigned, for a good and valuable consideration, the receipt of which is hereby acknowledged for \$138,179.50 hereby and now waives and releases unto the said Town of Cedar Lake the owner of said premises, any and all lien, right of lien, or claim of whatsoever kind or character on the above described building and real estate, on account of any and all labor or material, or both, furnished for or incorporated into said building by the undersigned; and we further certify that the consideration moving to the undersigned for executing this Waiver of Lien has been mutually given and accepted as absolute cash payment and not as a conditional or part payment or as security for payment..*





INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N758
Indianapolis, Indiana 46204

PHONE: (855) 463-6848

Eric Holcomb, Governor
Michael Smith, Commissioner

November 07, 2024

Cedar Lake
Jeff Bunge
7408 Constitution Avenue
Cedar Lake, IN 46303

RE: Community Crossing Matching Grant Fund 2024-2

Dear Jeff Bunge:

The Indiana Department of Transportation (INDOT) has completed the review and selection of projects for funding in the 2024-2 Community Crossings Matching Grant Fund Program. Your community has preliminarily been awarded \$791,789.69 in Community Crossings Matching Grant Funds based upon your estimates from your project application(s). A Community Crossings Matching Grant award letter will be included in the Local Roads and Bridges Matching Grant Agreement as Attachment B.

The Community Crossings Matching Grand Funds, which are administered by INDOT, will be used for funding up to 50 percent of the construction of your project or the purchase of materials. These grant dollars will enable you to help build and improve Indiana's infrastructure.

The state of Indiana looks forward to partnering with all Hoosier communities, both urban and rural, to invest in road and bridge infrastructure projects. Improvement to local roads and bridges will bring about economic development, create jobs, and strengthen local transportation networks for all of Indiana.



Town of Cedar Lake

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

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

2024 Cedar Lake Boards and Commissions appointments are as follows:

Board of Safety (3-year term) *No more than 3 of either affiliation*

Town Council Liaisons: Chuck Becker and Robert Carnahan (Town Council Annual Appointment)

1. Barbara Littles (expires 12/31/2024) R
2. Charlie Kaper (expires 12/31/2025) R
3. Larry Nagy (expires 12/31/2026) R
4. Norman Stick (expires 12/31/2026) D
5. David Villalobos (expires 12/31/2024) D

Board of Zoning Appeals (4-year term) *No affiliation required*

1. Eric Burnham (expires 12/31/2026)
2. Ray Jackson (expires 12/31/2025)
3. John Kiepura (Plan Commission Annual Appointment)
4. Jerry Reiling (expires 12/31/2026)
5. Jim Hunley (expires 12/31/2024)

Park Board (4-year term) *No more than 2 of each Affiliation*

1. Sarah Miller (expires 12/31/2024) R
2. Paul Rodriguez (expires 12/31/2026) R
3. Dave Jostes (expires 12/31/2025) D
4. Gregory Marquardt (expires 12/31/2027) D

Plan Commission (4-year term) *Requirement of 2 of each Affiliation*

1. Heather Dessauer (expires 12/31/2024) D
2. Greg Parker (Town Council Annual Appointment)
3. John Kiepura (expires 12/31/2025) R
4. Jim Hunley (expires 12/31/2027) D
5. Robert Carnahan (Town Council Annual Appointment)
6. Chuck Becker (Town Council Annual Appointment)
7. Jerry Wilkening (expires 12/31/2025) R

Stormwater Board (3-year term) *No more than 2 of either affiliation*

Town Council Liaison: Julie Rivera

1. Benjie Kincheloe (expires 12/31/2026) N/A
2. Patrick Conlon (expires 12/31/2024) R
3. Ryan Lisek (expires 12/31/2025) N/A

Unsafe Building (1-year term) *No affiliation required*

1. Richard Thiel (Town Council Annual Appointment)
2. Jeff Biel (expires 12/31/2024)
3. Heather Dessauer (Plan Commission Annual Appointment)

Town Council Liaison & Committee Appointments:

Town Council President: Nick Recupito

Town Council Vice-President: Greg Parker

Plan Commission: Robert Carnahan, Greg Parker, Chuck Becker

Board of Safety: Robert Carnahan, Chuck Becker

Building Corporation: Cheryl Parker, Margaret Jehle, Tracy Haskell

Unsafe Building: Richard Thiel

Stormwater Board: Julie Rivera

Joint Management Oversight Board (JMOB): Mary Joan Dickson, Rich Thiel

Northwest Indiana Regional Planning Commission (NIRPC): Robert Carnahan

Lake County Solid Waste (LCSW): Nick Recupito

Lake County Community Services: Mary Joan Dickson

Ecosystem Restoration Committee (+2 citizen appointment): Greg Parker, Chuck Becker, Robert Carnahan, Dan Pager, Doug Spencer, Bob Gross

Public Works & Safety: Nick Recupito, Julie Rivera

Park & Recreation: Mary Joan Dickson, Julie Rivera

Council Affairs: Rich Thiel, Mary Joan Dickson

Streets: Robert Carnahan, Greg Parker, Chuck Becker

Planning Committee: Robert Carnahan, Greg Parker, Chuck Becker

Redevelopment Commission President: Richard Thiel

Redevelopment Commission Vice-President: Chuck Becker

Redevelopment Secretary: Julie Rivera

Utility Board President: Nick Recupito

Utility Board Vice-President: Richard Thiel

DISBURSEMENT OF FUNDS
FROM 2022A CONSTRUCTION FUND [REDACTED]

Requisition No. 18

Pursuant to the Trust Indenture dated as of December 1, 2022 (the "Indenture"), between the Town of Cedar Lake Building Corporation and Regions Bank, as trustee (the "Trustee"), the undersigned requests the Trustee to pay the expenses listed on Exhibit A attached hereto in the aggregate sum of **\$20,623.70** out of moneys deposited in the 2022A Construction Fund of the Town of Cedar Lake 2022 Construction Fund under the Indenture. The undersigned, in connection with the foregoing request, hereby certifies that:

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

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

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

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

Dated this ____ day of _____, 20__.

AUTHORIZED REPRESENTATIVE
UNDER THE INDENTURE

TOWN OF CEDAR LAKE, INDIANA

Clerk-Treasurer

EXHIBIT A

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
GM Development Companies LLC 8561 N County Rd 175 E Springport, IN 47386	Design/Construction Contract Draw #15, 10/01/2024	\$20,623.70
Total:		\$20,623.70



October 15, 2024

Town of Cedar Lake
Attn: Mr. Jeff Bunge, Town Manager

PROJECT: Cedar Lake Public Safety Complex—Police Headquarters
GM Development, Disbursement Request 10/01/2024

Dear Mr. Bunge,

Pursuant to the BOT Agreement (Police Department Headquarters Project) executed by and between the Town of Cedar Lake (the Town) and GM Development Companies (the Developer), and dated December 22, 2022, the Developer has submitted Disbursement Request 10/01/2024 in the amount of **\$20,623.70**. This amount is to be drawn from the bond proceeds: **\$20,623.70 from bond proceeds.**

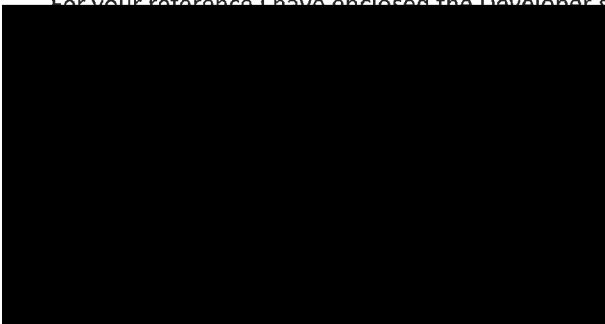
Per Schedule 1 of the Disbursement Request, please note that the principal payee for this disbursement is "GM Development Companies LLC" in the amount of \$20,623.70.

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

Comments:

1. The invoiced amounts agree with project progress, and percentages billed are appropriate.
2. Retainage is withheld on Landscaping and the Signage Package, bringing total retainage balance to \$66,312.27.
3. As this disbursement request only applies to the Police Headquarters, 100% (\$20,623.70) shall be allocated to the Police project.
4. Developer's lien waiver has been submitted and is included below.

For your reference I have enclosed the Developer's Disbursement Request-10/01/2024. Please contact me

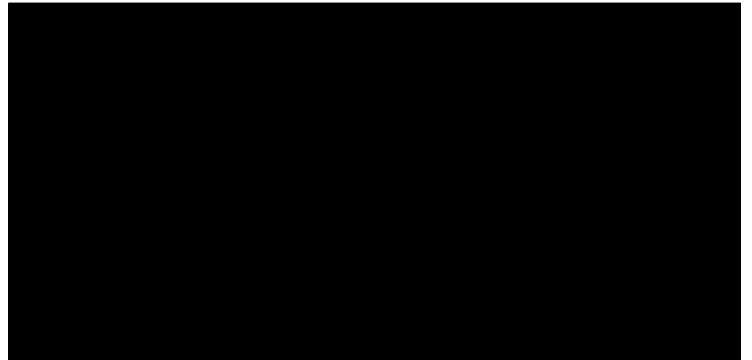


Disbursement Request

The undersigned hereby states and certifies that:

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

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



Schedule 1

PROJECT FUND DISBURSEMENTS

<u>Item Number</u>	<u>Payee Name and Address</u>	<u>Purpose of Obligation</u>	<u>Amount</u>
1	GM Development Companies LLC 8561 N County Rd 175 E Springport, IN 47386	Construction/Design	\$20,623.70

Cedar Lake Fire Dept HQ and Police Dept HQ

Request for Payment

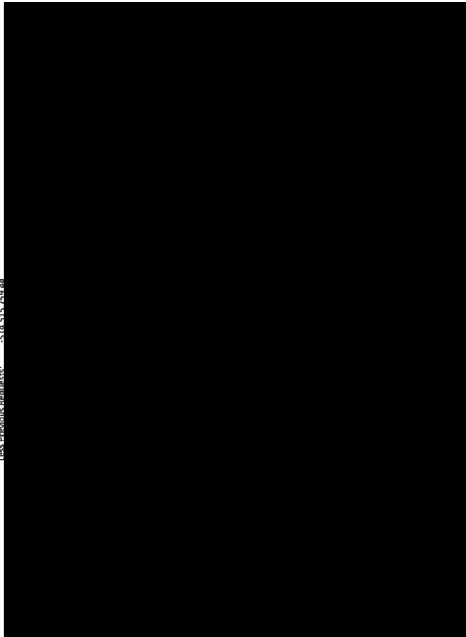
To: Town of Cedar Lake, Indiana

From: GM Development Company LLC
8551 N 115 E, Springport, IN 47386

Date: 10/1/2024

Original Contract Amount: \$15,575,000.00
Utility Fee Reimbursement: \$0.00
Revised Contract Amount: \$15,575,000.00

Contract Completed to Date: \$14,559,337.21
Less Original Payments: \$14,515,453.44



DRAW SCHEDULE

Cedar Lake Fire Department HQ

	Draw Amount	Remaining Balance
Jan-23	\$216,540.16	\$10,002,423.36
Feb-23	\$100,418.76	\$9,902,004.60
Mar-23	\$84,049.53	\$9,817,955.07
Apr-23	\$102,111.75	\$9,715,843.32
May-23	\$50,544.00	\$9,665,299.32
Jun-23	\$19,808.46	\$9,645,490.86
Jul-23	\$24,174.92	\$9,621,315.94
Aug-23	\$735,526.03	\$8,885,789.91
Sep-23	\$470,151.84	\$8,415,638.07
Oct-23	\$459,310.77	\$7,956,327.30
Nov-23	\$570,884.51	\$7,385,442.79
Dec-23	\$953,329.60	\$6,432,113.19
Jan-24	\$807,561.15	\$5,624,552.04
Feb-24	\$477,181.51	\$5,147,370.53
Mar-24	\$593,172.87	\$4,554,197.66
Apr-24	\$727,052.12	\$3,827,145.54
May-24	\$816,038.18	\$3,011,107.36
Jun-24	\$872,087.15	\$2,139,020.21
Jul-24	\$935,148.68	\$1,203,871.53
Aug-24	\$328,103.14	\$875,768.39
Sep-24	\$119,806.19	\$755,962.20
Oct-24	\$22,949.07	\$733,013.13

DRAW SCHEDULE

Cedar Lake Police Department HQ

	Draw Amount	Remaining Balance
Jan-23	\$102,198.00	\$5,253,838.48
Feb-23	\$60,508.74	\$5,193,329.74
Mar-23	\$50,645.23	\$5,142,684.51
Apr-23	\$61,528.87	\$5,081,155.64
May-23	\$30,456.00	\$5,050,699.64
Jun-23	\$11,935.88	\$5,038,763.76
Jul-23	\$19,261.21	\$5,019,502.55
Aug-23	\$431,136.98	\$4,588,365.57
Sep-23	\$283,568.63	\$4,304,796.94
Oct-23	\$284,940.68	\$4,019,856.26
Nov-23	\$329,930.66	\$3,689,925.60
Dec-23	\$417,457.86	\$3,272,467.74
Jan-24	\$443,851.15	\$2,828,616.59
Feb-24	\$228,586.95	\$2,600,029.64
Mar-24	\$309,975.99	\$2,290,053.65
Apr-24	\$297,815.22	\$1,992,238.43
May-24	\$360,609.81	\$1,631,628.62
Jun-24	\$488,179.24	\$1,143,449.38
Jul-24	\$375,704.74	\$767,744.64
Aug-24	\$142,065.72	\$625,678.92
Sep-24	\$322,400.56	\$303,278.36
Oct-24	\$20,623.70	\$282,654.66

DRAW SCHEDULE

Combined

	Draw Amount	Remaining Balance
May-23	\$318,738.16	\$15,256,261.84
Feb-23	\$160,927.50	\$15,095,334.34
Mar-23	\$134,694.76	\$14,960,639.58
Apr-23	\$163,640.62	\$14,796,998.96
May-23	\$81,000.00	\$14,715,998.96
Jun-23	\$31,744.34	\$14,684,254.62
Jul-23	\$43,436.13	\$14,640,818.49
Aug-23	\$1,166,663.01	\$13,474,155.48
Sep-23	\$753,720.47	\$12,720,435.01
Oct-23	\$744,251.45	\$11,976,183.56
Nov-23	\$900,815.17	\$11,075,368.39
Dec-23	\$1,370,787.46	\$9,704,580.93
Jan-24	\$1,251,412.30	\$8,453,168.63
Feb-24	\$705,768.46	\$7,747,400.17
Mar-24	\$903,148.86	\$6,844,251.31
Apr-24	\$1,024,867.34	\$5,819,383.97
May-24	\$1,176,647.99	\$4,642,735.98
Jun-24	\$1,360,266.39	\$3,282,469.59
Jul-24	\$1,310,853.42	\$1,971,616.17
Aug-24	\$470,168.86	\$1,501,447.31
Sep-24	\$442,206.75	\$1,059,240.56
Oct-24	\$43,572.77	\$1,015,667.79

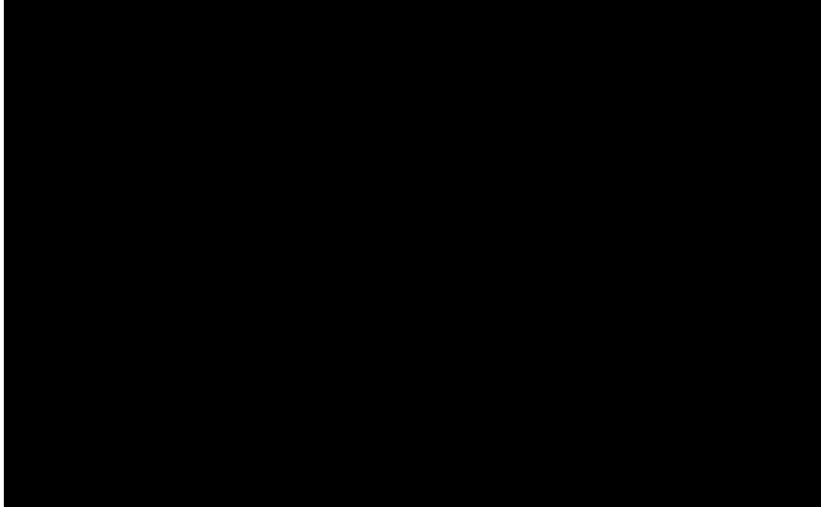
CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Cedar Lake Police Station
Cedar Lake, Indiana

On receipt by the undersigned of a check from the Town of Cedar Lake, Indiana, in the sum of TWENTY THOUSAND SIX HUNDRED TWENTY THREE DOLLARS AND SEVENTY CENTS (\$20,623.70) payable to GM Development Companies LLC, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment, and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the above referenced project to the following extent. This release covers a progress payment for all labor, services, equipment, and materials furnished to the project site or to the Town of Cedar Lake, Indiana, through 10/1/2024 only and does not cover any retention, pending modifications, and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

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

10/1/2024



DISBURSEMENT OF FUNDS
FROM 2022B CONSTRUCTION FUND

Requisition No. 17



Pursuant to the Trust Indenture dated as of December 1, 2022 (the “Indenture”), between the Town of Cedar Lake Building Corporation and Regions Bank, as trustee (the “Trustee”), the undersigned requests the Trustee to pay the expenses listed on Exhibit A attached hereto in the aggregate sum of **\$22,949.07** out of moneys deposited in the 2022B Construction Fund of the Town of Cedar Lake 2022 Construction Fund under the Indenture. The undersigned, in connection with the foregoing request, hereby certifies that:

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

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

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

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

Dated this ____ day of _____, 20__.

AUTHORIZED REPRESENTATIVE
UNDER THE INDENTURE

TOWN OF CEDAR LAKE, INDIANA

Clerk-Treasurer

EXHIBIT A

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
GM Development Companies LLC 8561 N County Rd 175 E Springport, IN 47386	Design/Construction/OR Contract Draw #15 – 10/01/2024	\$22,949.07
Total:		\$22,949.07



October 15, 2024

Town of Cedar Lake
Attn: Mr. Jeff Bunge, Town Manager

PROJECT: Cedar Lake Public Safety Complex—Fire Headquarters
GM Development, Disbursement Request 10/01/2024

Dear Mr. Bunge,

Pursuant to the BOT Agreement (Fire Department Headquarters Project) executed by and between the Town of Cedar Lake (the Town) and GM Development Companies (the Developer), and dated December 22, 2022, the Developer has submitted Disbursement Request 10/01/2024 in the amount of \$22,949.07. This amount is to be drawn from the bond proceeds: **\$22,949.07 from bond proceeds.**

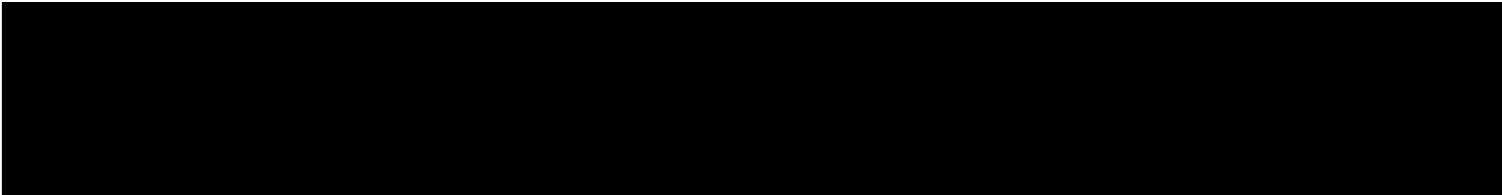
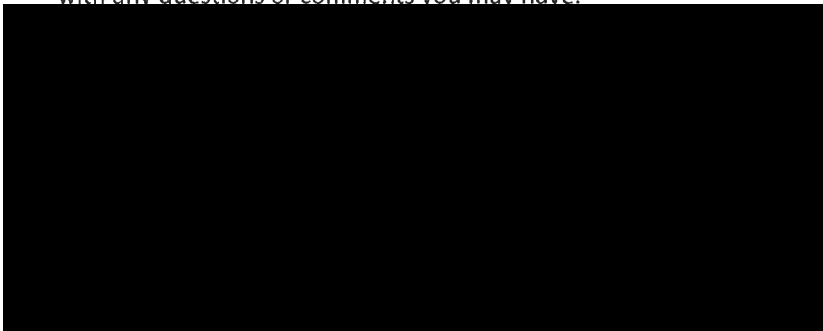
Per Schedule 1 of the Disbursement Request, please note that the payee for this disbursement is "GM Development Companies LLC" in the amount of \$22,949.07.

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

Comments:

1. The invoiced amounts agree with project progress.
2. Retainage is withheld for the Signage Package, bringing total retainage holding to \$180,094.69.
3. As this disbursement request only applies to the Fire Headquarters, 100% (\$22,949.07) shall be allocated to the Firehouse project.
4. Developer's lien waiver has been submitted and is included below.

For your reference I have enclosed the Developer's Disbursement Request-10/01/2024. Please contact me with any questions or comments you may have.

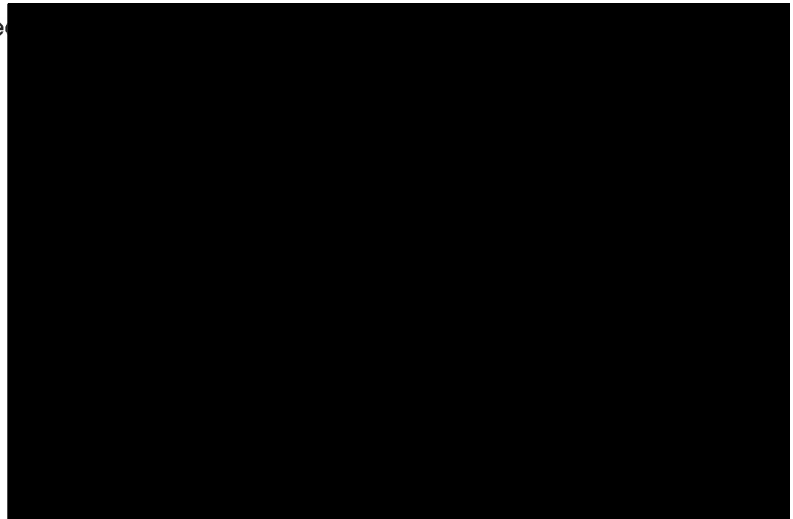


Disbursement Request

The undersigned hereby states and certifies that:

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

All capitalized terms used but not defined in this request shall have the same meaning as in the BOT Agreement.



Schedule 1

PROJECT FUND DISBURSEMENTS

<u>Item Number</u>	<u>Payee Name and Address</u>	<u>Purpose of Obligation</u>	<u>Amount</u>
1	GM Development Companies LLC 8561 N County Rd 175 E Springport, IN 47386	Construction/Design	\$22,949.07

Cedar Lake Fire Dept HQ and Police Dept HQ

Request for Payment

To: Town of Cedar Lake, Indiana

From: GM Development Companies LLC
8901 N 175 E., Springport, IN 47386

DATE: 10/1/2024

Original Contract Amount:	\$15,575,000.00
Utility Fee Reimbursement:	90.00
Revised Contract Amount:	\$15,575,000.00
Contract Completed to Date:	\$14,599,332.21
Less Previous Requests:	-\$14,515,795.44
Current Request for Payment:	\$43,972.77



Cedar Lake Fire Dept HQ and Police Dept HQ

Schedule of Values

Item #	Description of Expense	Budget	Pre-negotiated Draw	Draw 1	Draw 2	Draw 3	Draw 4	Draw 5	Draw 6	Draw 7	Draw 8	Draw 9	Draw 10	Draw 11	Draw 12	Draw 13	Draw 14	Draw 15	Total Paid to Date	Total Remaining	% Complete	
Police Department HQ																						
15	Design Fees (KCM)	\$ 451,266.00	\$ 323,516.06	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 7,360.20	\$ 1,915.40	\$ 519,181.40	95.67%	
16	Design Reimbursables (KCM)	\$ 1,800.00	\$ 1,244.23																	\$ 555.77	\$ 1,798.23	100.00%
17	Town Contingency	\$ 30,442.23																				0.00%
18	Design Reimbursables (KCM)	\$ 7,200.00	\$ 5,160.96																			0.00%
19	Design Reimbursables (KCM)	\$ 109,694.94																				0.00%
20	Technology (AV)/Telecom																					0.00%
21	FIRE																					0.00%
22	CCE Furniture Contract	\$ 161,979.01																				0.00%
23	Design Reimbursables (KCM)	\$ 25,209.56																				0.00%
24	Site Demolition and Earthwork	\$ 74,241.58																				0.00%
25	Asphalt Paving	\$ 24,683.12																				0.00%
26	Storm Sewer	\$ 57,792.28																				0.00%
27	Site Utilities	\$ 78,537.00																				0.00%
28	Construction Contingency	\$ 51,210.66																				0.00%
29	Site Stabilization/Unstable Soil Removal Allowance	\$ 8,666.80																				0.00%
30	Landscaping	\$ 18,102.90																				0.00%
31	Fencing and Gates	\$ 170,885.35																				0.00%
32	Site Utilities	\$ 130,134.86																				0.00%
33	Site Utilities	\$ 100,000.00																				0.00%
34	Site Utilities	\$ 478.27																				0.00%
35	Site Signage and Striping	\$ 1,658.01																				0.00%
36	Building Concrete	\$ 170,885.35																				0.00%
37	Site Utilities	\$ 1,658.01																				0.00%
38	Steel Fabrication and Erection	\$ 241,829.53																				0.00%
39	Roofing	\$ 15,432.11																				0.00%
40	Dampening/Waterproofing/Air Barrier	\$ 135,841.29																				0.00%
41	Interior Exterior Paint System	\$ 82,939.96																				0.00%
42	Interior Exterior Painting	\$ 146,203.23																				0.00%
43	Roof Specialties and Accessories	\$ 49,458.51																				0.00%
44	Carpentry Installation	\$ 33,708.21																				0.00%
45	Architectural Millwork - Supply	\$ 1,504.53																				0.00%
46	Architectural Millwork - Installation	\$ 204,352.87																				0.00%
47	Meat Saus/Drywall/Insulation/Ceiling Package	\$ 318.85																				0.00%
48	FRP/Rein/Protection Panels	\$ 63,850.21																				0.00%
49	Flooring	\$ 2,391.36																				0.00%
50	Signage Package - Supply	\$ 1,053.00																				0.00%
51	Toilet Partitions - Supply	\$ 671.96																				0.00%
52	Mail Protection and Corner Guards - Supply	\$ 3,819.57																				0.00%
53	Mail Protection and Corner Guards - Installation	\$ 8,967.90																				0.00%
54	Window Shields and Curtains	\$ 2,891.36																				0.00%
55	Roof Fall Protection System	\$ 64,649.83																				0.00%
56	Reserved for Future Use	\$ 158,651.00																				0.00%
57	HVAC Construction Systems	\$ 473,659.21																				0.00%
58	HVAC Systems	\$ 511,515.83																				0.00%
59	Electrical Systems	\$ 12,408.00																				0.00%
60	Construction Testing	\$ 28,200.00																				0.00%
61	Allowance #1 - Winter Conditions	\$ 51,268.00																				0.00%
62	General Conditions/General Requirements	\$ 375,240.84																				0.00%
63	Insurance and Bond	\$ 240,514.41																				0.00%
64	Construction Management/Direct Labor	\$ 216,502.69																				0.00%
65	Overhead and Profit	\$ 30,071.99																				0.00%
66	Owner's Representative (Vendor)	\$ 25,212.17																				0.00%
67	Wear Main Allowance	\$ 7,845.60																				0.00%
68	CDI - Dry Room 121	\$ 5,365,036.48	\$ 386,539.93	\$ 491,236.98	\$ 283,548.43	\$ 284,906.68	\$ 329,976.66	\$ 417,497.66	\$ 443,851.53	\$ 520,586.95	\$ 209,975.99	\$ 257,815.22	\$ 360,601.81	\$ 688,179.34	\$ 375,704.74	\$ 142,665.72	\$ 322,600.36	\$ 20,632.70	\$ 5,073,381.82	\$ 282,654.66	94.72%	
Fire Department HQ																						
1006	Design Fees (KCM)	\$ 749,408.38	\$ 583,833.91	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 12,214.80	\$ 65,574.47	\$ 809,408.38	100.00%	
1007	Design Reimbursables (KCM)	\$ 40,843.82	\$ 2,694.95																			0.00%
1008	Town Contingency	\$ 3,110.00																				0.00%
1009	Traffic Signal Device	\$ 59,208.80																				0.00%
1010	Permits/Utilities	\$ 8,001.89																				0.00%
1011	Technology (AV)/Telecom																					0.00%
1012	Technology (AV)/Telecom																					0.00%
1013	Camera	\$ 42,085.20																				0.00%
1014	Phone	\$ 13,840.00																				0.00%
1015	Fiber	\$ 4,523.10																				0.00%
1016	Branded Systems	\$ 59,713.03																				0.00%
1017	BOF Fitness	\$ 28,508.50																				0.00%
1018	COE Furniture	\$ 150,230.13																				0.00%
1019	Dinges Decontainers	\$ 32,893.10																				0.00%
1020	Grand Appliances	\$ 18,580.80																				0.00%
1021	Site Demolition and Earthwork	\$ 138,864.30																				0.00%
1022	Asphalt Paving	\$ 123,109.42																				0.00%
1023	Storm Sewer	\$ 87,812.72																				0.00%
1024	Site Utilities	\$ 130,134.86																				0.00%

Item #	Description of Expense	Budget	Pre-negotiated Draw	Draw 1	Draw 2	Draw 3	Draw 4	Draw 5	Draw 6	Draw 7	Draw 8	Draw 9	Draw 10	Draw 11	Draw 12	Draw 13	Draw 14	Draw 15	Total Paid to Date	Total Remaining	% Complete	
1025	Design Reimbursables (KCM)	\$ 1,244.23																				0.00%
1026	Town Contingency	\$ 30,442.23																				0.00%
1027	Design Reimbursables (KCM)	\$ 7,200.00					</															

Account	Description	11/20/2020	12/31/2020	1/31/2021	2/28/2021	3/31/2021	4/30/2021	5/31/2021	6/30/2021	7/31/2021	8/31/2021	9/30/2021	10/31/2021	11/30/2021	12/31/2021	Total	
1120	Reserved for Future Use																
1130	Ume Stabilization/Unstable Soil Removal Allowance	\$ 80,004.51	\$ 42,081.58	\$ 21,144.24	\$ 6,408.48	\$ 2,469.57	\$ 319.00	\$ 1,538.49							\$ 15,550.30	87.7%	
1140	Surveying/Staking	\$ 14,383.20	\$ 1,188.13					\$ 5,892.93								\$ 3,320.07	78.9%
1150	Excavation	\$ 9,984.00						\$ 3,946.80								\$ 2,109.17	90.0%
1160	Excavation and Grout	\$ 26,696.14						\$ 178,451.96								\$ 38,053.94	85.1%
1170	Silt Concrete	\$ 11,759.79						\$ 37,850.46								\$ 115,222.00	100.0%
1180	Retaining Walls	\$ 116,220.00														\$ 793.73	100.0%
1190	Site Furnishings															\$ 2,751.59	100.0%
1200	Site Furnishings and Striping															\$ 2,671.17	100.0%
1210	Site Furnishings															\$ 80.42	100.0%
1220	Building Concrete	\$ 283,266.05	\$ 46,325.55	\$ 46,376.85	\$ 14,823.45	\$ 54,643.59	\$ 8,744.88	\$ 27,876.68								\$ 242,740.00	100.0%
1230	Precast Hollow Core (Mazzanin)	\$ 24,274.00	\$ 9,413.70	\$ 1,560.00		\$ 8,744.88		\$ 27,876.68								\$ 24,274.00	100.0%
1240	Structural Masonry	\$ 239,493.45	\$ 284,859.54	\$ 174,864.85		\$ 7,646.62		\$ 27,876.68								\$ 239,493.45	100.0%
1250	Steel Fabrication and Erection	\$ 533,071.47	\$ 2,183.78	\$ 6,851.58	\$ 3,174.29	\$ 7,646.62		\$ 16,231.36								\$ 533,071.47	100.0%
1260	Structural Steel	\$ 42,505.40	\$ 67,574.35	\$ 2,717.33	\$ 79,182.34	\$ 48,248.22		\$ 18,856.24								\$ 42,505.40	100.0%
1270	Dampening/Waterproofing/Vibr Burner							\$ 8,838.78								\$ 232,243.49	100.0%
1280	Roofing	\$ 232,243.49	\$ 15,350.49	\$ 748.89	\$ 9,594.12	\$ 6,462.17		\$ 30,424.33								\$ 137,645.04	100.0%
1290	Reinforced Exterior Panel System	\$ 137,645.04	\$ 174,537.72	\$ 42,975.94	\$ 36,759.43	\$ 11,893.18		\$ 13,176.62								\$ 114,084.51	100.0%
1300	Aluminum, Glass, Glazing	\$ 114,084.51						\$ 79,730.69								\$ 599,284.65	100.0%
1310	Roofing	\$ 5,852.96						\$ 386.16								\$ 82,080.07	100.0%
1320	Roof Schedules and Accessories							\$ 20,167.06								\$ 2,282.00	100.0%
1330	Carpeting Installation	\$ 82,080.07	\$ 8,208.01	\$ 4,853.82		\$ 35,838.88		\$ 9,202.20								\$ 82,080.07	100.0%
1340	Architectural Millwork - Supply	\$ 55,841.29	\$ 5,500.27			\$ 1,427.94		\$ 18,782.11								\$ 55,841.29	100.0%
1350	HM Trams, W/In Doors and Hardware - Supply	\$ 210,465.34	\$ 67,051.75	\$ 31,727.46	\$ 7,537.46	\$ 3,576.11		\$ 38,656.55								\$ 210,465.34	100.0%
1360	Interior Partitions - Supply	\$ 205,274.90	\$ 30,177.45			\$ 66,136.76		\$ 13,715.00								\$ 205,274.90	100.0%
1370	Access Doors and Frames, Supply	\$ 2,113.47				\$ 208.31		\$ 6,136.76								\$ 2,113.47	100.0%
1380	Metal Stud/Drywall/Insulation/Ceiling Package	\$ 319,138.81	\$ 28,273.32	\$ 43,070.15	\$ 54,239.95	\$ 62,889.87		\$ 50,786.74								\$ 319,138.81	100.0%
1390	FFP/Resil/Protection Panels							\$ 58,678.74								\$ 330,131.81	100.0%
1400	Flooring	\$ 105,134.57						\$ 14,153.33								\$ 105,134.57	100.0%
1410	Resilient Floor Mat or Apparatus Bay	\$ 64,032.61						\$ 41,241.50								\$ 64,032.61	100.0%
1420	Paints	\$ 48,377.24						\$ 244.56								\$ 48,377.24	100.0%
1430	Signage Package - Supply	\$ 14,882.40						\$ 644.06								\$ 14,882.40	100.0%
1440	Toilet Partitions - Supply	\$ 3,868.64						\$ 2,338.28								\$ 3,868.64	100.0%
1450	Toilet Accessories - Supply	\$ 1,747.52						\$ 6,150.00								\$ 1,747.52	100.0%
1460	Fire Extinguishers and Cabinets - Supply	\$ 1,139.80						\$ 6,150.00								\$ 1,139.80	100.0%
1470	Fire Extinguishers and Cabinets - Supply							\$ 2,555.35								\$ 12,167.48	100.0%
1480	Reserved for Future Use																
1490	Window Shades and Curtains							\$ 1,074.84								\$ 1,074.84	100.0%
1500	Plumbing							\$ 1,359.42								\$ 1,359.42	100.0%
1510	Plumbing							\$ 6,536.35								\$ 6,536.35	100.0%
1520	Plumbing							\$ 3,968.64								\$ 3,968.64	100.0%
1530	Scum							\$ 71,000.00								\$ 71,000.00	100.0%
1540	Reserved for Future Use							\$ 21,386.00								\$ 21,386.00	100.0%
1550	Nitchen Range Hood w Manual System	\$ 7,850.00						\$ 6,000.00								\$ 7,850.00	100.0%
1560	Fire Sprinkler/Suppression Systems	\$ 106,461.41						\$ 11,163.80								\$ 106,461.41	100.0%
1570	Fire Sprinkler/Suppression Systems	\$ 499,231.46						\$ 9,000.00								\$ 499,231.46	100.0%
1580	HVAC Systems	\$ 848,898.80						\$ 61,500.00								\$ 848,898.80	100.0%
1590	Electrical Systems	\$ 20,932.00						\$ 61,500.00								\$ 20,932.00	100.0%
1600	Construction Testing	\$ 147,228.00						\$ 61,500.00								\$ 147,228.00	100.0%
1610	Alternative 1 - Blid Doors at Apparatus Bay	\$ 62,000.00						\$ 354.00								\$ 62,000.00	100.0%
1620	Alternative 2 - Blid Floor Mat or Apparatus Bay	\$ 48,800.00						\$ 354.00								\$ 48,800.00	100.0%
1630	Alternative 3 - Blid Floor Mat or Apparatus Bay	\$ 48,800.00						\$ 354.00								\$ 48,800.00	100.0%
1640	Allowance #1 - Winter Conditions	\$ 15,572.16						\$ 8,087.01								\$ 15,572.16	100.0%
1650	Allowance #2 - Sanitary and Water Trip Fees	\$ 599,126.16						\$ 61,867.64								\$ 599,126.16	100.0%
1660	Insurance and Bond	\$ 218,314.96						\$ 59,126.85								\$ 218,314.96	100.0%
1670	Insurance and Bond	\$ 112,782.89						\$ 32,412.33								\$ 112,782.89	100.0%
1680	Insurance and Bond	\$ 29,802.12						\$ 32,412.33								\$ 29,802.12	100.0%
1690	Rebarage	\$ 352,775.31						\$ 11,160.00								\$ 352,775.31	100.0%
1700	Owner's Representative (Veridus)	\$ 153,698.00						\$ 769.16								\$ 153,698.00	100.0%
1710	Owner's Representative (Veridus)	\$ 10,000.00						\$ 696.70								\$ 10,000.00	100.0%
1720	Owner's Representative (Veridus)	\$ 2,811.80						\$ 2,609.00								\$ 2,811.80	100.0%
1730	Fire Department Total:	\$ 10,213,963.52	\$ 597,492.58	\$ 470,151.84	\$ 485,512.77	\$ 570,848.51	\$ 683,329.00	\$ 807,561.15	\$ 477,181.51	\$ 581,724.97	\$ 721,097.12	\$ 876,083.38	\$ 872,887.15	\$ 935,198.68	\$ 328,105.14	\$ 119,065.19	\$ 22,969.97
		\$ 15,513,820.00	\$ 94,181.51	\$ 1,184,664.81	\$ 62,528.24	\$ 1,320,887.34	\$ 1,520,887.34	\$ 1,516,467.79	\$ 1,160,816.59	\$ 1,176,467.79	\$ 1,033,848.44	\$ 1,033,848.44	\$ 1,100,816.59	\$ 1,100,816.59	\$ 312,824.42	\$ 1,015,467.79	\$ 1,015,467.79

DRAW SCHEDULE

Cedar Lake Fire Department HQ

	Draw Amount	Remaining Balance
Jan-23	\$216,540.16	\$10,002,423.36
Feb-23	\$100,418.76	\$9,902,004.60
Mar-23	\$84,049.53	\$9,817,955.07
Apr-23	\$102,111.75	\$9,715,843.32
May-23	\$50,544.00	\$9,665,299.32
Jun-23	\$19,808.46	\$9,645,490.86
Jul-23	\$24,174.92	\$9,621,315.94
Aug-23	\$735,526.03	\$8,885,789.91
Sep-23	\$470,151.84	\$8,415,638.07
Oct-23	\$459,310.77	\$7,956,327.30
Nov-23	\$570,884.51	\$7,385,442.79
Dec-23	\$953,329.60	\$6,432,113.19
Jan-24	\$807,561.15	\$5,624,552.04
Feb-24	\$477,181.51	\$5,147,370.53
Mar-24	\$599,172.87	\$4,554,197.66
Apr-24	\$727,052.12	\$3,827,145.54
May-24	\$816,038.18	\$3,011,107.36
Jun-24	\$872,087.15	\$2,139,020.21
Jul-24	\$935,148.68	\$1,203,871.53
Aug-24	\$328,103.14	\$875,768.39
Sep-24	\$119,806.19	\$755,962.20
Oct-24	\$22,949.07	\$733,013.13

DRAW SCHEDULE

Cedar Lake Police Department HQ

	Draw Amount	Remaining Balance
Jan-23	\$102,198.00	\$5,253,838.48
Feb-23	\$60,508.74	\$5,193,329.74
Mar-23	\$50,645.23	\$5,142,684.51
Apr-23	\$61,528.87	\$5,081,155.64
May-23	\$30,456.00	\$5,050,699.64
Jun-23	\$11,935.88	\$5,038,763.76
Jul-23	\$19,261.21	\$5,019,502.55
Aug-23	\$431,136.98	\$4,588,365.57
Sep-23	\$283,568.63	\$4,304,796.94
Oct-23	\$284,940.68	\$4,019,856.26
Nov-23	\$329,930.66	\$3,689,925.60
Dec-23	\$417,457.86	\$3,272,467.74
Jan-24	\$443,851.15	\$2,828,616.59
Feb-24	\$228,586.95	\$2,600,029.64
Mar-24	\$309,975.99	\$2,290,053.65
Apr-24	\$297,815.22	\$1,992,238.43
May-24	\$360,609.81	\$1,631,628.62
Jun-24	\$488,179.24	\$1,143,449.38
Jul-24	\$375,704.74	\$767,744.64
Aug-24	\$142,065.72	\$625,678.92
Sep-24	\$322,400.56	\$303,278.36
Oct-24	\$20,623.70	\$282,654.66

DRAW SCHEDULE

Combined

	Draw Amount	Remaining Balance
May-23	\$318,738.16	\$15,256,261.84
Feb-23	\$160,927.50	\$15,095,334.34
Mar-23	\$134,694.76	\$14,960,639.58
Apr-23	\$163,640.62	\$14,796,998.96
May-23	\$81,000.00	\$14,715,998.96
Jun-23	\$31,744.34	\$14,684,254.62
Jul-23	\$43,436.13	\$14,640,818.49
Aug-23	\$1,166,663.01	\$13,474,155.48
Sep-23	\$753,720.47	\$12,720,435.01
Oct-23	\$744,251.45	\$11,976,183.56
Nov-23	\$900,815.17	\$11,075,368.39
Dec-23	\$1,370,787.46	\$9,704,580.93
Jan-24	\$1,251,412.30	\$8,453,168.63
Feb-24	\$705,768.46	\$7,747,400.17
Mar-24	\$903,148.86	\$6,844,251.31
Apr-24	\$1,024,867.34	\$5,819,383.97
May-24	\$1,176,647.99	\$4,642,735.98
Jun-24	\$1,360,266.39	\$3,282,469.59
Jul-24	\$1,310,853.42	\$1,971,616.17
Aug-24	\$470,168.86	\$1,501,447.31
Sep-24	\$442,206.75	\$1,059,240.56
Oct-24	\$43,572.77	\$1,015,667.79

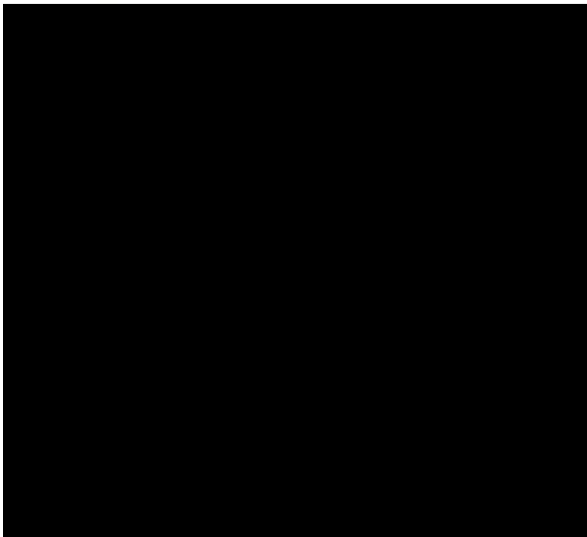
CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Cedar Lake Firestation
Cedar Lake, Indiana

On receipt by the undersigned of a check from the Town of Cedar Lake, Indiana, in the sum of TWENTY TWO THOUSAND NINE HUNDRED FORTY NINE DOLLARS AND SEVEN CENTS (\$22,949.07) payable to GM Development Companies LLC, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment, and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the above referenced project to the following extent. This release covers a progress payment for all labor, services, equipment, and materials furnished to the project site or to the Town of Cedar Lake, Indiana, through 10/1/2024 only and does not cover any retention, pending modifications, and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

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

10/1/2024



DISBURSEMENT OF FUNDS
FROM 2022A CONSTRUCTION FUND

Requisition No. 19

Pursuant to the Trust Indenture dated as of December 1, 2022 (the "Indenture"), between the Town of Cedar Lake Building Corporation and Regions Bank, as trustee (the "Trustee"), the undersigned requests the Trustee to pay the expenses listed on Exhibit A attached hereto in the aggregate sum of **\$8,525.59** out of moneys deposited in the 2022A Construction Fund of the Town of Cedar Lake 2022 Construction Fund under the Indenture. The undersigned, in connection with the foregoing request, hereby certifies that:

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

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

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

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

Dated this ____ day of _____, 20__.

AUTHORIZED REPRESENTATIVE
UNDER THE INDENTURE

TOWN OF CEDAR LAKE, INDIANA

Clerk-Treasurer

EXHIBIT A

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
GM Development Companies LLC 8561 N County Rd 175 E Springport, IN 47386	Design/Construction Contract Draw #16, 11/01/2024	\$8,525.59
Total:		\$8,525.59



November 5, 2024

Town of Cedar Lake
Attn: Mr. Jeff Bunge, Town Manager

PROJECT: Cedar Lake Public Safety Complex—Police Headquarters
GM Development, Disbursement Request 11/01/2024

Dear Mr. Bunge,

Pursuant to the BOT Agreement (Police Department Headquarters Project) executed by and between the Town of Cedar Lake (the Town) and GM Development Companies (the Developer), and dated December 22, 2022, the Developer has submitted Disbursement Request 11/01/2024 in the amount of **\$8,525.59**. This amount is to be drawn from the bond proceeds: **\$8,525.59 from bond proceeds.**

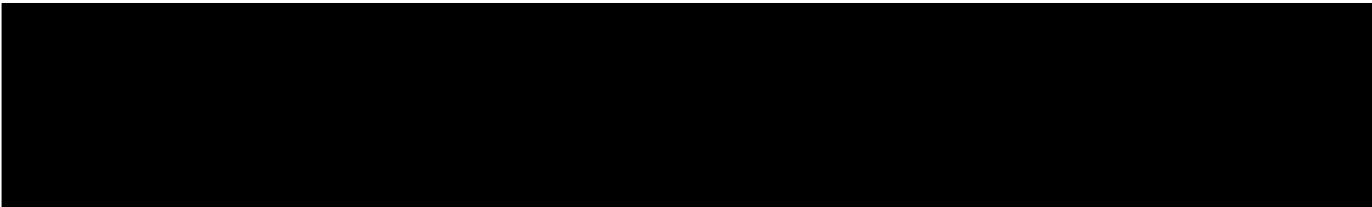
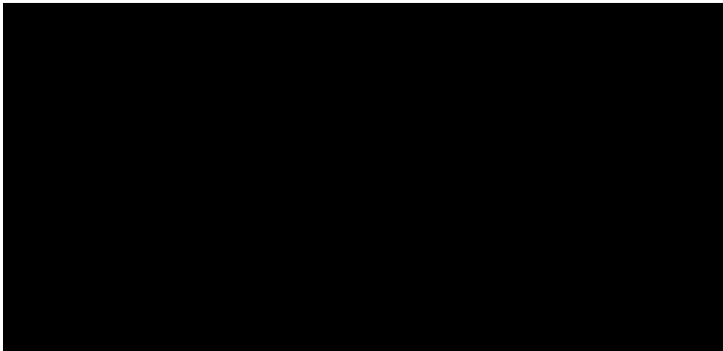
Per Schedule 1 of the Disbursement Request, please note that the principal payee for this disbursement is "GM Development Companies LLC" in the amount of \$8,525.59.

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

Comments:

1. The invoiced amounts agree with project progress, and percentages billed are appropriate.
2. As this disbursement request only applies to the Police Headquarters, 100% (\$8,525.59) shall be allocated to the Police project.
3. Developer's lien waiver has been submitted and is included below.

For your reference I have enclosed the Developer's Disbursement Request-11/01/2024. Please contact me with any questions or comments you may have.

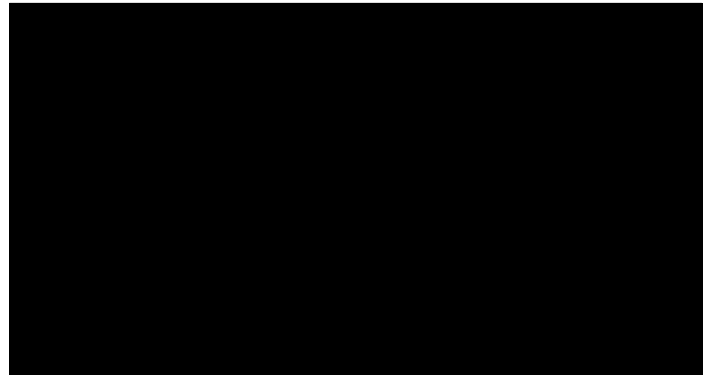


Disbursement Request

The undersigned hereby states and certifies that:

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

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



Schedule 1

PROJECT FUND DISBURSEMENTS

<u>Item Number</u>	<u>Payee Name and Address</u>	<u>Purpose of Obligation</u>	<u>Amount</u>
1	GM Development Companies LLC 8561 N County Rd 175 E Springport, IN 47386	Construction/Design	\$8,525.59

Cedar Lake Fire Dept HQ and Police Dept HQ

Request for Payment

To: Town of Cedar Lake, Indiana

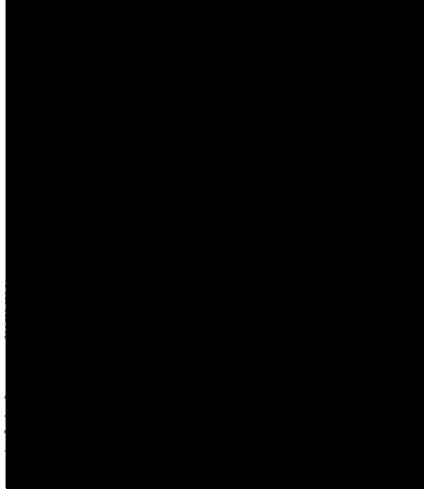
From: S&M Development Companies LLC
8551 M 175 E., Springport, IN 47386

Date: 11/7/2024

Original Contract Amount: \$15,375,000.00
Utility Fire Reimbursement: \$0.00
Revised Contract Amount: \$15,375,000.00
Contract Completed to Date: \$4,738,218.36

Current Billing:

The enclosed invoice is for the Request for Payment work for S&M Development Co.



1160 Stairways/Stairing	\$ 14,883.20	\$ 1,395.80	\$ 6,733.27	\$ 3,110.00	\$ 1,168.13	\$ 46,325.55	\$ 46,378.85	\$ 14,873.45	\$ 1,550.00	\$ 8,274.88	\$ 27,876.68	\$ 313.00	\$ 1,358.93	\$ 11,050.13	\$ 3,833.07	76.50%			
1170 Landscaping	\$ 30,093.10													\$ 9,612.93	\$ 21,093.17	30.00%			
1180 Fire Alarm	\$ 264,086.04		\$ 31,759.78											\$ 3,894.00	\$ 39,893.24	100.00%			
1190 Site Concrete	\$ 116,232.00		\$ 116,232.00						\$ 37,850.45					\$ 116,232.00	\$ 116,232.00	100.00%			
1200 Site Furnishings	\$ 2,751.99													\$ 793.73	\$ 2,751.99	100.00%			
1210 Site Storage and Striping	\$ 383,268.05		\$ 31,046.61											\$ 3,697.15	\$ 383,268.05	100.00%			
1220 Building Concrete	\$ 24,274.00	\$ 135,183.95	\$ 6,237.60	\$ 3,110.00	\$ 1,168.13	\$ 46,325.55	\$ 46,378.85	\$ 14,873.45	\$ 1,550.00	\$ 8,274.88	\$ 27,876.68	\$ 313.00	\$ 1,358.93	\$ 11,050.13	\$ 3,833.07	76.50%			
1230 Precast Hollow Core (Miscellaneous)	\$ 239,493.45		\$ 8,329.52											\$ 8,329.52	\$ 239,493.45	100.00%			
1240 Structural Masonry	\$ 533,071.47		\$ 284,659.54			\$ 17,548.48	\$ 17,548.48							\$ 284,659.54	\$ 533,071.47	100.00%			
1250 Steel Fabrication and Erection	\$ 1,176,242.00		\$ 2,103.70			\$ 68,838.38	\$ 3,174.29				\$ 10,243.36			\$ 2,103.70	\$ 1,176,242.00	100.00%			
1260 Dampproofing/Waterproofing/Air Barrier	\$ 43,206.49		\$ 87,574.25	\$ 2,113.35	\$ 75,312.34	\$ 48,248.32	\$ 8,162.78	\$ 1,622.70	\$ 23,646.35	\$ 19,860.24	\$ 16,222.70			\$ 43,206.49	\$ 43,206.49	100.00%			
1280 Roofing	\$ 232,243.49		\$ 15,249.45			\$ 748.40	\$ 51,501.15	\$ 15,249.45	\$ 6,460.27	\$ 30,424.33	\$ 84,938.21			\$ 232,243.49	\$ 232,243.49	100.00%			
1290 Interior Finish	\$ 137,654.24		\$ 137,654.24			\$ 137,654.24	\$ 137,654.24							\$ 137,654.24	\$ 137,654.24	100.00%			
1300 Memory Room	\$ 520,238.65		\$ 72,267.72			\$ 43,274.49	\$ 36,779.83	\$ 11,200.00	\$ 78,274.49	\$ 61,564.80				\$ 72,267.72	\$ 520,238.65	100.00%			
1310 Roof Scaffolding and Accessories	\$ 5,851.86					\$ 5,851.86	\$ 5,851.86							\$ 5,851.86	\$ 5,851.86	100.00%			
1320 Carpentry Installation	\$ 82,080.07		\$ 5,502.27			\$ 30,167.05	\$ 18,378.21	\$ 36,858.88	\$ 9,202.20	\$ 2,892.00				\$ 82,080.07	\$ 82,080.07	100.00%			
1330 Mechanical - Supply	\$ 101,645.24		\$ 30,224.63			\$ 8,765.75	\$ 31,177.00	\$ 7,537.61	\$ 1,427.84	\$ 20,388.77	\$ 13,311.55			\$ 101,645.24	\$ 101,645.24	100.00%			
1340 Mechanical - Hardware - Supply	\$ 202,274.50		\$ 10,962.25			\$ 28,272.22	\$ 43,670.13	\$ 54,238.95	\$ 90,788.74	\$ 34,728.47	\$ 4,894.47			\$ 202,274.50	\$ 202,274.50	100.00%			
1350 Mechanical - Hardware - Supply	\$ 29,138.81					\$ 69,868.97	\$ 50,788.74	\$ 34,728.47	\$ 4,894.47	\$ 3,918.81				\$ 29,138.81	\$ 29,138.81	100.00%			
1370 Access Doors and Frames - Supply	\$ 2,513.47					\$ 14,333.33	\$ 644.65	\$ 31,092.78	\$ 2,233.25	\$ 16,646.96				\$ 2,513.47	\$ 2,513.47	100.00%			
1380 Overhead Coiling/Optional Doors	\$ 105,124.57					\$ 5,370.23	\$ 8,813.22	\$ 16,623.50	\$ 20,399.64	\$ 6,160.00	\$ 7,272.00			\$ 105,124.57	\$ 105,124.57	100.00%			
1400 Flooring	\$ 2,877.90					\$ 5,370.23	\$ 8,813.22	\$ 16,623.50	\$ 20,399.64	\$ 6,160.00	\$ 7,272.00			\$ 2,877.90	\$ 2,877.90	100.00%			
1410 Apparatus Bay Floor - Sealed Concrete	\$ 64,632.61					\$ 5,370.23	\$ 8,813.22	\$ 16,623.50	\$ 20,399.64	\$ 6,160.00	\$ 7,272.00			\$ 64,632.61	\$ 64,632.61	100.00%			
1420 Seepage Enclosure - Supply	\$ 43,377.24					\$ 11,151.80								\$ 43,377.24	\$ 43,377.24	100.00%			
1430 Seepage Enclosure - Hardware - Supply	\$ 1,975.82					\$ 1,975.82								\$ 1,975.82	\$ 1,975.82	100.00%			
1450 Other Accessories - Supply	\$ 1,674.84					\$ 1,674.84								\$ 1,674.84	\$ 1,674.84	100.00%			
1460 Wall Protection and Corner Guards - Supply	\$ 1,339.42					\$ 1,339.42								\$ 1,339.42	\$ 1,339.42	100.00%			
1470 Fire Extinguishers and Cabinets - Supply	\$ 6,526.35					\$ 6,526.35								\$ 6,526.35	\$ 6,526.35	100.00%			
1480 Reseveditor Future Use	\$ 3,688.64					\$ 3,688.64								\$ 3,688.64	\$ 3,688.64	100.00%			
1500 Hazards	\$ 24,882.40					\$ 24,882.40								\$ 24,882.40	\$ 24,882.40	100.00%			
1510 Fire Poles and Guardrail Systems	\$ 79,500.00					\$ 79,500.00								\$ 79,500.00	\$ 79,500.00	100.00%			
1520 Stairs - For General Use	\$ 21,200.00					\$ 21,200.00								\$ 21,200.00	\$ 21,200.00	100.00%			
1530 Stairs - For General Use	\$ 7,950.00					\$ 7,950.00								\$ 7,950.00	\$ 7,950.00	100.00%			
1540 Fire Sprinkler/Suppression Systems	\$ 105,461.41					\$ 105,461.41								\$ 105,461.41	\$ 105,461.41	100.00%			
1570 Plumbing Systems	\$ 192,626.76					\$ 192,626.76								\$ 192,626.76	\$ 192,626.76	100.00%			
1580 HVAC Systems	\$ 699,791.46					\$ 699,791.46								\$ 699,791.46	\$ 699,791.46	100.00%			
1590 Electrical	\$ 208,938.00					\$ 208,938.00								\$ 208,938.00	\$ 208,938.00	100.00%			
1600 Construction Testing	\$ 47,236.00					\$ 47,236.00								\$ 47,236.00	\$ 47,236.00	100.00%			
1610 Alternate 1 - Bolted Doors at Apparatus Bay	\$ 62,200.00					\$ 62,200.00								\$ 62,200.00	\$ 62,200.00	100.00%			
1612 Alternate 2 - Bolted Floor at Apparatus Bay	\$ 67,420.00					\$ 67,420.00								\$ 67,420.00	\$ 67,420.00	100.00%			
1614 Alternate 3 - Lower Floor Coating at Apparatus Bay	\$ 15,572.16					\$ 15,572.16								\$ 15,572.16	\$ 15,572.16	100.00%			
1650 Allowance R2 - Seminary and Wearer Tap Fees	\$ 599,126.16					\$ 599,126.16								\$ 599,126.16	\$ 599,126.16	100.00%			
1650 Insurance and Bond	\$ 238,314.56					\$ 238,314.56								\$ 238,314.56	\$ 238,314.56	100.00%			
1650 Construction Management/Project Labor	\$ 899,317.59					\$ 899,317.59								\$ 899,317.59	\$ 899,317.59	100.00%			
1670 Insurance	\$ 29,602.12					\$ 29,602.12								\$ 29,602.12	\$ 29,602.12	100.00%			
1695 Overhead and Prefit	\$ 199,775.31					\$ 199,775.31								\$ 199,775.31	\$ 199,775.31	100.00%			
1695 Owner's Representative (Perkins)	\$ 159,598.00					\$ 159,598.00								\$ 159,598.00	\$ 159,598.00	100.00%			
1705 Owner's Representative (Rheinhardt/Verde)	\$ 10,000.00					\$ 10,000.00								\$ 10,000.00	\$ 10,000.00	100.00%			
1712 OOS - Dry Room 121	\$ 2,611.40					\$ 2,611.40								\$ 2,611.40	\$ 2,611.40	100.00%			
1720 Fire Department Total:	\$ 110,211,983.52	\$ 397,647.98	\$ 470,151.84	\$ 459,910.77	\$ 579,884.51	\$ 953,320.60	\$ 807,561.15	\$ 477,181.51	\$ 303,123.87	\$ 727,051.12	\$ 815,038.18	\$ 872,082.15	\$ 935,468.68	\$ 238,103.14	\$ 139,866.13	\$ 12,849.07	\$ 170,860.98	\$ 94.62%	
Total:	\$ 115,975,000.00	\$ 994,181.51	\$ 1,186,643.61	\$ 753,720.47	\$ 744,251.45	\$ 900,115.17	\$ 1,270,787.46	\$ 1,251,412.30	\$ 785,578,646.46	\$ 903,148,846.39	\$ 1,126,667.59	\$ 1,130,534.42	\$ 470,188.86	\$ 442,266.78	\$ 48,272.77	\$ 178,886.55	\$ 1,178,813.76	\$ 88,781.24	94.63%

DRAW SCHEDULE

Cedar Lake Fire Department HQ

	Draw Amount	Remaining Balance
Jan-23	\$216,540.16	\$10,002,423.36
Feb-23	\$100,418.76	\$9,902,004.60
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Apr-24	\$727,052.12	\$3,827,145.54
May-24	\$816,038.18	\$3,011,107.36
Jun-24	\$872,087.15	\$2,139,020.21
Jul-24	\$935,148.68	\$1,203,871.53
Aug-24	\$328,103.14	\$875,768.39
Sep-24	\$119,806.19	\$755,962.20
Oct-24	\$22,949.07	\$733,013.13
Nov-24	\$170,360.96	\$562,652.17
Dec-24		\$562,652.17

DRAW SCHEDULE

Cedar Lake Police Department HQ

	Draw Amount	Remaining Balance
Jan-23	\$102,198.00	\$5,253,838.48
Feb-23	\$60,508.74	\$5,193,329.74
Mar-23	\$50,645.23	\$5,142,684.51
Apr-23	\$61,528.87	\$5,081,155.64
May-23	\$30,456.00	\$5,050,699.64
Jun-23	\$11,935.88	\$5,038,763.76
Jul-23	\$19,261.21	\$5,019,502.55
Aug-23	\$431,136.98	\$4,588,365.57
Sep-23	\$283,568.63	\$4,304,796.94
Oct-23	\$284,940.68	\$4,019,856.26
Nov-23	\$329,930.66	\$3,689,925.60
Dec-23	\$417,457.86	\$3,272,467.74
Jan-24	\$443,851.15	\$2,828,616.59
Feb-24	\$228,586.95	\$2,600,029.64
Mar-24	\$309,975.99	\$2,290,053.65
Apr-24	\$297,815.22	\$1,992,238.43
May-24	\$360,609.81	\$1,631,628.62
Jun-24	\$488,179.24	\$1,143,449.38
Jul-24	\$375,704.74	\$767,744.64
Aug-24	\$142,065.72	\$625,678.92
Sep-24	\$322,400.56	\$303,278.36
Oct-24	\$20,623.70	\$282,654.66
Nov-24	\$8,525.59	\$274,129.07
Dec-24		\$274,129.07

DRAW SCHEDULE

Combined

	Draw Amount	Remaining Balance
May-23	\$318,738.16	\$15,256,261.84
Feb-23	\$160,927.50	\$15,095,334.34
Mar-23	\$134,694.76	\$14,960,639.58
Apr-23	\$163,640.62	\$14,796,998.96
May-23	\$81,000.00	\$14,715,998.96
Jun-23	\$31,744.34	\$14,684,254.62
Jul-23	\$43,436.13	\$14,640,818.49
Aug-23	\$1,166,663.01	\$13,474,155.48
Sep-23	\$753,720.47	\$12,720,435.01
Oct-23	\$744,251.45	\$11,976,183.56
Nov-23	\$900,815.17	\$11,075,368.39
Dec-23	\$1,370,787.46	\$9,704,580.93
Jan-24	\$1,251,412.30	\$8,453,168.63
Feb-24	\$705,768.46	\$7,747,400.17
Mar-24	\$903,148.86	\$6,844,251.31
Apr-24	\$1,024,867.34	\$5,819,383.97
May-24	\$1,176,647.99	\$4,642,735.98
Jun-24	\$1,360,266.39	\$3,282,469.59
Jul-24	\$1,310,853.42	\$1,971,616.17
Aug-24	\$470,168.86	\$1,501,447.31
Sep-24	\$442,206.75	\$1,059,240.56
Oct-24	\$43,572.77	\$1,015,667.79
Nov-24	\$178,886.55	\$836,781.24
Dec-24	\$0.00	\$836,781.24

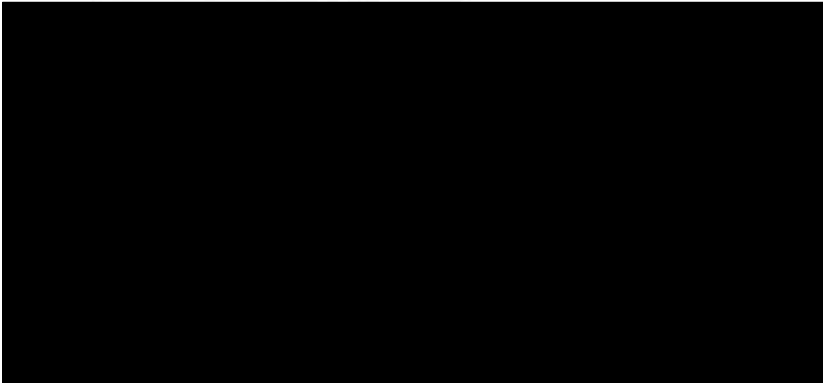
CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Cedar Lake Police Station
Cedar Lake, Indiana

On receipt by the undersigned of a check from the Town of Cedar Lake, Indiana, in the sum of EIGHT THOUSAND FIVE HUNDRED TWENTY FIVE DOLLARS AND FIFTY NINE CENTS (\$8,525.59) payable to GM Development Companies LLC, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment, and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the above referenced project to the following extent. This release covers a progress payment for all labor, services, equipment, and materials furnished to the project site or to the Town of Cedar Lake, Indiana, through 11/1/2024 only and does not cover any retention, pending modifications, and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

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

11/1/2024



DISBURSEMENT OF FUNDS
FROM 2022B CONSTRUCTION FUND

Requisition No. 18

Pursuant to the Trust Indenture dated as of December 1, 2022 (the "Indenture"), between the Town of Cedar Lake Building Corporation and Regions Bank, as trustee (the "Trustee"), the undersigned requests the Trustee to pay the expenses listed on Exhibit A attached hereto in the aggregate sum of **\$170,360.96** out of moneys deposited in the 2022B Construction Fund of the Town of Cedar Lake 2022 Construction Fund under the Indenture. The undersigned, in connection with the foregoing request, hereby certifies that:

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

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

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

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

Dated this ____ day of _____, 20__.

AUTHORIZED REPRESENTATIVE
UNDER THE INDENTURE

TOWN OF CEDAR LAKE, INDIANA

Clerk-Treasurer

EXHIBIT A

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
GM Development Companies LLC 8561 N County Rd 175 E Springport, IN 47386	Design/Construction/OR Contract Draw #16 – 11/01/2024	\$170,360.96
Total:		\$170,360.96



November 5, 2024

Town of Cedar Lake
Attn: Mr. Jeff Bunge, Town Manager

PROJECT: Cedar Lake Public Safety Complex—Fire Headquarters
GM Development, Disbursement Request 11/01/2024

Dear Mr. Bunge,

Pursuant to the BOT Agreement (Fire Department Headquarters Project) executed by and between the Town of Cedar Lake (the Town) and GM Development Companies (the Developer), and dated December 22, 2022, the Developer has submitted Disbursement Request 11/01/2024 in the amount of \$170,360.96. This amount is to be drawn from the bond proceeds: **\$170,360.96 from bond proceeds.**

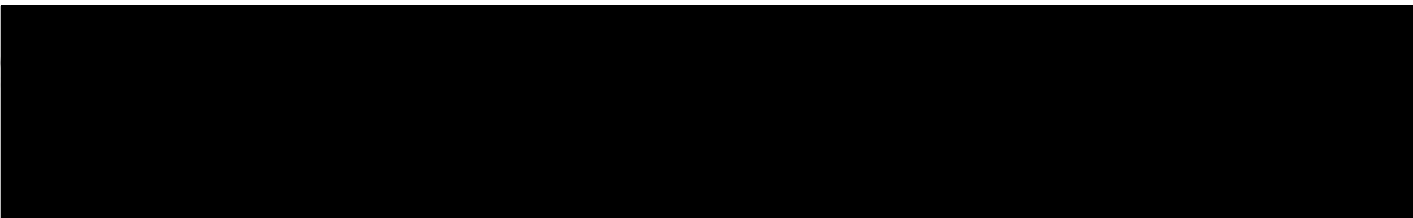
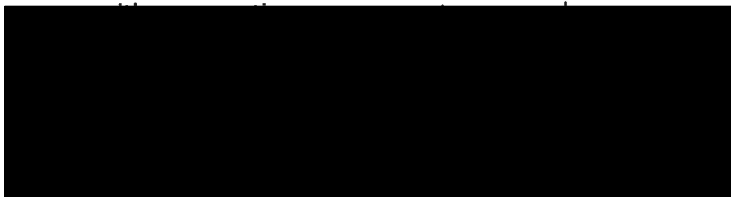
Per Schedule 1 of the Disbursement Request, please note that the payee for this disbursement is "GM Development Companies LLC" in the amount of \$170,360.96.

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

Comments:

1. The invoiced amounts agree with project progress.
2. Large items billed on this invoice include COE furniture and Site Demolition and Earthwork. These are appropriate.
3. Retainage is released in the sum of \$532.33, bringing total retainage holding to \$179,562.36.
4. As this disbursement request only applies to the Fire Headquarters, 100% (\$170,360.96) shall be allocated to the Firehouse project.
5. Developer's lien waiver has been submitted and is included below.

For your reference I have enclosed the Developer's Disbursement Request-11/01/2024. Please contact me

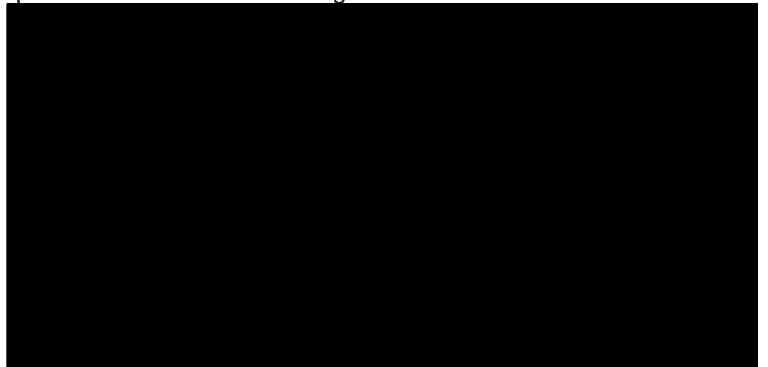


Disbursement Request

The undersigned hereby states and certifies that:

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

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



Schedule 1

PROJECT FUND DISBURSEMENTS

<u>Item Number</u>	<u>Payee Name and Address</u>	<u>Purpose of Obligation</u>	<u>Amount</u>
1	GM Development Companies LLC 8561 N County Rd 175 E Springport, IN 47386	Construction/Design	\$170,360.96

Cedar Lake Fire Dept HQ and Police Dept HQ

Request for Payment

Date: 11/7/2024

From: GM Development Companies LLC
8555 N 175 E, Springport, IN 47386

To: Town of Cedar Lake, Indiana



DRAW SCHEDULE

Cedar Lake Fire Department HQ

	Draw Amount	Remaining Balance		Draw Amount	Remaining Balance
Jan-23	\$216,540.16	\$10,002,423.36	Jan-23	\$102,198.00	\$5,253,838.48
Feb-23	\$100,418.76	\$9,902,004.60	Feb-23	\$60,508.74	\$5,193,329.74
Mar-23	\$84,049.53	\$9,817,955.07	Mar-23	\$50,645.23	\$5,142,684.51
Apr-23	\$102,111.75	\$9,715,843.32	Apr-23	\$61,528.87	\$5,081,155.64
May-23	\$50,544.00	\$9,665,299.32	May-23	\$30,456.00	\$5,050,699.64
Jun-23	\$19,808.46	\$9,645,490.86	Jun-23	\$11,935.88	\$5,038,763.76
Jul-23	\$24,174.92	\$9,621,315.94	Jul-23	\$19,261.21	\$5,019,502.55
Aug-23	\$735,526.03	\$8,885,789.91	Aug-23	\$431,136.98	\$4,588,365.57
Sep-23	\$470,151.84	\$8,415,638.07	Sep-23	\$283,568.63	\$4,304,796.94
Oct-23	\$459,310.77	\$7,956,327.30	Oct-23	\$284,940.68	\$4,019,856.26
Nov-23	\$570,884.51	\$7,385,442.79	Nov-23	\$329,930.66	\$3,689,925.60
Dec-23	\$953,329.60	\$6,432,113.19	Dec-23	\$417,457.86	\$3,272,467.74
Jan-24	\$807,561.15	\$5,624,552.04	Jan-24	\$443,851.15	\$2,828,616.59
Feb-24	\$477,181.51	\$5,147,370.53	Feb-24	\$228,586.95	\$2,600,029.64
Mar-24	\$593,172.87	\$4,554,197.66	Mar-24	\$309,975.99	\$2,290,053.65
Apr-24	\$727,052.12	\$3,827,145.54	Apr-24	\$297,815.22	\$1,992,238.43
May-24	\$816,038.18	\$3,011,107.36	May-24	\$360,609.81	\$1,631,628.62
Jun-24	\$872,087.15	\$2,139,020.21	Jun-24	\$488,179.24	\$1,143,449.38
Jul-24	\$935,148.68	\$1,203,871.53	Jul-24	\$375,704.74	\$767,744.64
Aug-24	\$328,103.14	\$875,768.39	Aug-24	\$142,065.72	\$625,678.92
Sep-24	\$119,806.19	\$755,962.20	Sep-24	\$322,400.56	\$303,278.36
Oct-24	\$22,949.07	\$733,013.13	Oct-24	\$20,623.70	\$282,654.66
Nov-24	\$170,360.96	\$562,652.17	Nov-24	\$8,525.59	\$274,129.07
Dec-24		\$562,652.17	Dec-24		\$274,129.07

DRAW SCHEDULE

Cedar Lake Police Department HQ

	Draw Amount	Remaining Balance		Draw Amount	Remaining Balance
Jan-23	\$102,198.00	\$5,253,838.48	May-23	\$318,738.16	\$15,256,261.84
Feb-23	\$60,508.74	\$5,193,329.74	Feb-23	\$160,927.50	\$15,095,334.34
Mar-23	\$50,645.23	\$5,142,684.51	Mar-23	\$134,694.76	\$14,960,639.58
Apr-23	\$61,528.87	\$5,081,155.64	Apr-23	\$163,640.62	\$14,796,998.96
May-23	\$30,456.00	\$5,050,699.64	May-23	\$81,000.00	\$14,715,998.96
Jun-23	\$11,935.88	\$5,038,763.76	Jun-23	\$31,744.34	\$14,684,254.62
Jul-23	\$19,261.21	\$5,019,502.55	Jul-23	\$43,436.13	\$14,640,818.49
Aug-23	\$431,136.98	\$4,588,365.57	Aug-23	\$1,166,663.01	\$13,474,155.48
Sep-23	\$283,568.63	\$4,304,796.94	Sep-23	\$753,720.47	\$12,720,435.01
Oct-23	\$284,940.68	\$4,019,856.26	Oct-23	\$744,251.45	\$11,976,183.56
Nov-23	\$329,930.66	\$3,689,925.60	Nov-23	\$900,815.17	\$11,075,368.39
Dec-23	\$417,457.86	\$3,272,467.74	Dec-23	\$1,370,787.46	\$9,704,580.93
Jan-24	\$443,851.15	\$2,828,616.59	Jan-24	\$1,251,412.30	\$8,453,168.63
Feb-24	\$228,586.95	\$2,600,029.64	Feb-24	\$705,768.46	\$7,747,400.17
Mar-24	\$309,975.99	\$2,290,053.65	Mar-24	\$903,148.86	\$6,844,251.31
Apr-24	\$297,815.22	\$1,992,238.43	Apr-24	\$1,024,867.34	\$5,819,383.97
May-24	\$360,609.81	\$1,631,628.62	May-24	\$1,176,647.99	\$4,642,735.98
Jun-24	\$488,179.24	\$1,143,449.38	Jun-24	\$1,360,266.39	\$3,282,469.59
Jul-24	\$375,704.74	\$767,744.64	Jul-24	\$1,310,853.42	\$1,971,616.17
Aug-24	\$142,065.72	\$625,678.92	Aug-24	\$470,168.86	\$1,501,447.31
Sep-24	\$322,400.56	\$303,278.36	Sep-24	\$442,206.75	\$1,059,240.56
Oct-24	\$20,623.70	\$282,654.66	Oct-24	\$43,572.77	\$1,015,667.79
Nov-24	\$8,525.59	\$274,129.07	Nov-24	\$178,886.55	\$836,781.24
Dec-24		\$274,129.07	Dec-24	\$0.00	\$836,781.24

DRAW SCHEDULE

Combined

	Draw Amount	Remaining Balance		Draw Amount	Remaining Balance
Jan-23	\$102,198.00	\$5,253,838.48	May-23	\$318,738.16	\$15,256,261.84
Feb-23	\$60,508.74	\$5,193,329.74	Feb-23	\$160,927.50	\$15,095,334.34
Mar-23	\$50,645.23	\$5,142,684.51	Mar-23	\$134,694.76	\$14,960,639.58
Apr-23	\$61,528.87	\$5,081,155.64	Apr-23	\$163,640.62	\$14,796,998.96
May-23	\$30,456.00	\$5,050,699.64	May-23	\$81,000.00	\$14,715,998.96
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Jul-23	\$19,261.21	\$5,019,502.55	Jul-23	\$43,436.13	\$14,640,818.49
Aug-23	\$431,136.98	\$4,588,365.57	Aug-23	\$1,166,663.01	\$13,474,155.48
Sep-23	\$283,568.63	\$4,304,796.94	Sep-23	\$753,720.47	\$12,720,435.01
Oct-23	\$284,940.68	\$4,019,856.26	Oct-23	\$744,251.45	\$11,976,183.56
Nov-23	\$329,930.66	\$3,689,925.60	Nov-23	\$900,815.17	\$11,075,368.39
Dec-23	\$417,457.86	\$3,272,467.74	Dec-23	\$1,370,787.46	\$9,704,580.93
Jan-24	\$443,851.15	\$2,828,616.59	Jan-24	\$1,251,412.30	\$8,453,168.63
Feb-24	\$228,586.95	\$2,600,029.64	Feb-24	\$705,768.46	\$7,747,400.17
Mar-24	\$309,975.99	\$2,290,053.65	Mar-24	\$903,148.86	\$6,844,251.31
Apr-24	\$297,815.22	\$1,992,238.43	Apr-24	\$1,024,867.34	\$5,819,383.97
May-24	\$360,609.81	\$1,631,628.62	May-24	\$1,176,647.99	\$4,642,735.98
Jun-24	\$488,179.24	\$1,143,449.38	Jun-24	\$1,360,266.39	\$3,282,469.59
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Oct-24	\$20,623.70	\$282,654.66	Oct-24	\$43,572.77	\$1,015,667.79
Nov-24	\$8,525.59	\$274,129.07	Nov-24	\$178,886.55	\$836,781.24
Dec-24		\$274,129.07	Dec-24	\$0.00	\$836,781.24

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Cedar Lake Firestation
Cedar Lake, Indiana

On receipt by the undersigned of a check from the Town of Cedar Lake, Indiana, in the sum of ONE HUNDRED SEVENTY THOUSAND THREE HUNDRED SIXTY DOLLARS AND NINETY SIX CENTS (\$170,360.96) payable to GM Development Companies LLC, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment, and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the above referenced project to the following extent. This release covers a progress payment for all labor, services, equipment, and materials furnished to the project site or to the Town of Cedar Lake, Indiana , through 11/1/2024 only and does not cover any retention, pending modifications, and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

11/1/2024

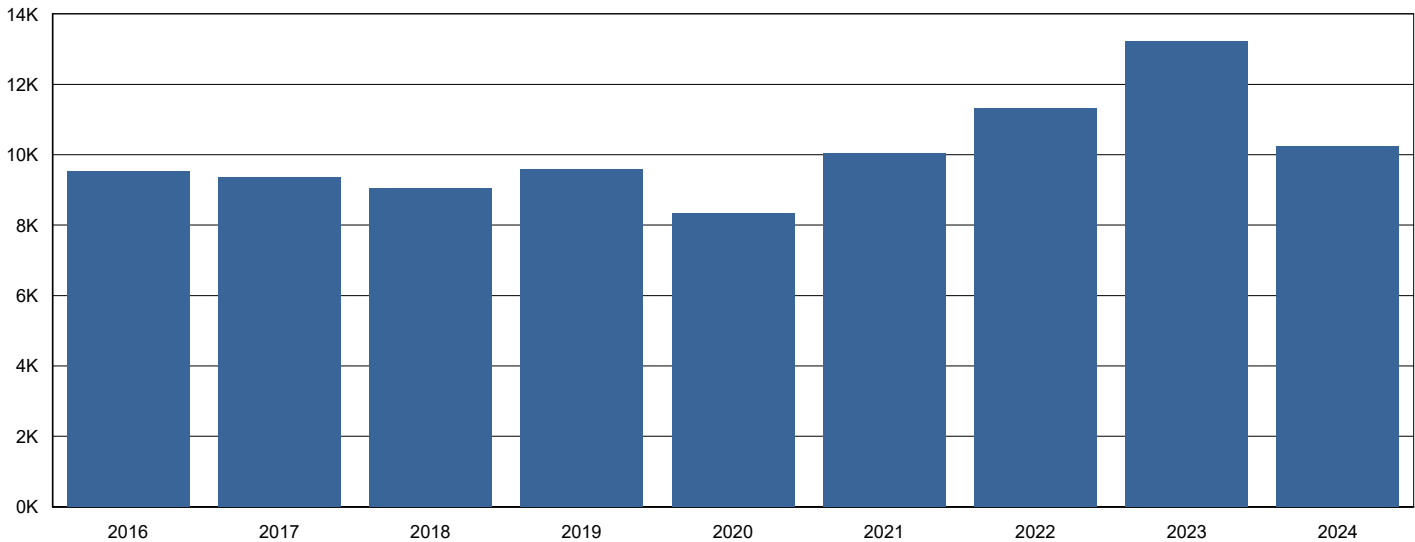
Date



Cedar Lake Police Department

Calls for Service Analysis

1/1/2016to 10/31/2024



	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	895
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	10,246

Calls Per Day: 33.59

Cedar Lake Police Department

Traffic Stop Analysis

1/1/2016 to 10/31/2024



	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	279	353	180	260	321	351	389	738	400
Feb	221	400	161	331	300	285	257	651	559
Mar	489	372	225	380	190	460	373	632	601
Apr	328	266	229	415	21	376	324	534	509
May	361	277	250	345	119	318	418	435	565
Jun	325	269	260	345	182	318	283	576	508
Jul	393	245	292	371	285	372	359	476	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	287
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	4,380

Cedar Lake Police Department

Warning Analysis

1/1/2016 to 10/31/2024



	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	257
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	4,109

Cedar Lake Police Department

Citation Analysis

1/1/2016 to 10/31/2024



	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
May	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	199
Sep	122	91	97	106	137	147	166	119	124
Oct	163	85	87	113	110	147	140	147	119
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	2,008	1,708

Cedar Lake Police Department

Law Incident Analysis

1/1/2016 to 10/31/2024



	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	604	615
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	7,016	6,042

Cedar Lake Police Department

Arrest Analysis

1/1/2016 to 10/31/2024



	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	10	22
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	296	260

Cedar Lake Police Department

Arrest Offense Analysis

1/1/2016 to 10/31/2024



	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	27
Oct	42	40	55	33	61	63	63	12	29
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	486	391

Cedar Lake Police Department

Town Ordinance Warnings

1/1/2024 to 10/31/24

Grouped by Offense

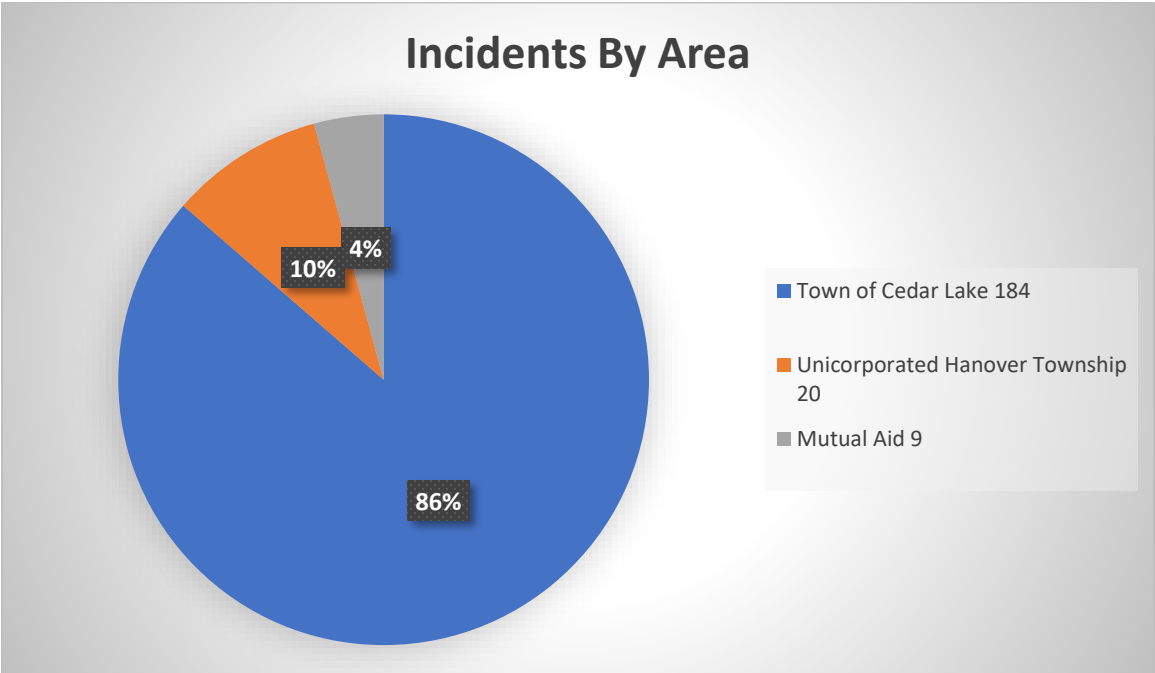
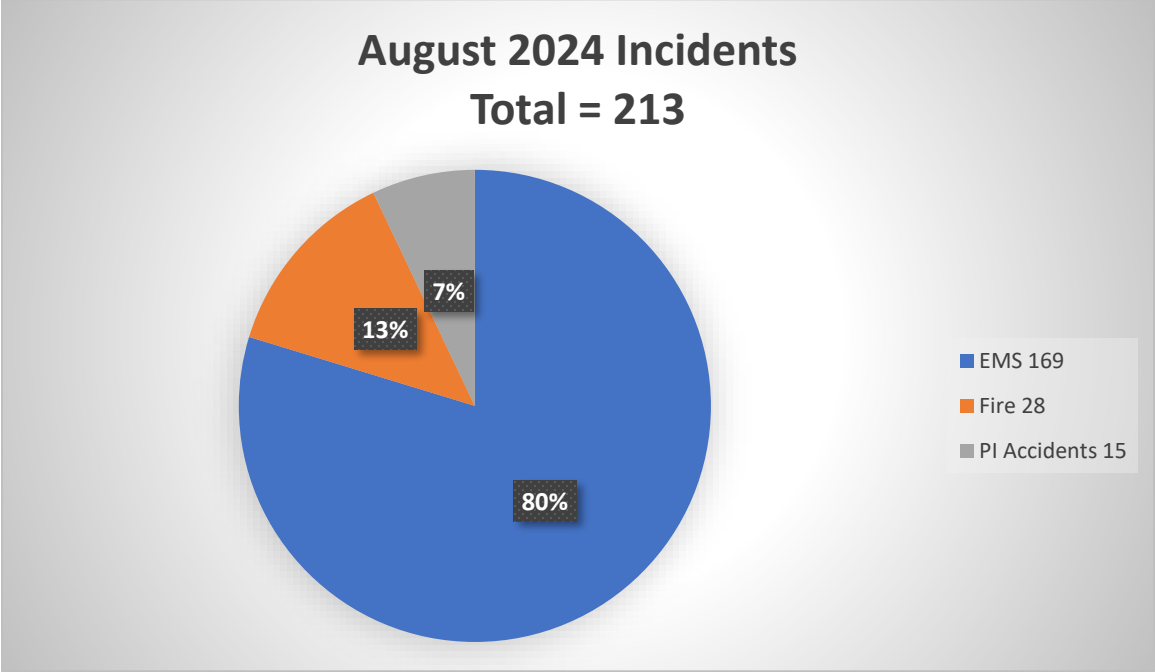
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total
<i>Aband Vehicle on Roadway</i>	0	0	5	0	0	0	1	3	1	4	14
<i>Abandoned Vehicle</i>	13	30	16	12	1	7	3	10	8	19	119
<i>ABANDONED VEHICLE -</i>	0	0	0	0	0	0	0	1	0	0	1
<i>ANIMALS - RUNNING AT</i>	0	0	0	0	1	0	0	0	0	0	1
<i>DOGS - LICENSE AND</i>	0	0	1	0	0	1	1	0	0	0	3
<i>DOGS - RABIES PROTECTION</i>	0	0	0	0	0	1	0	0	0	0	1
<i>DOGS - RUNNING AT LARGE</i>	1	0	1	0	1	1	1	1	1	0	7
<i>FIREWORKS - USE AND DISCHARGE,</i>	0	0	0	0	1	2	1	0	1	0	5
<i>GOLF CARTS - COMPLIANCE</i>	0	0	0	0	0	1	0	0	0	0	1
<i>GOLF CARTS - PLACES OF</i>	0	0	0	0	0	4	2	2	1	1	10
<i>GOLF CARTS - REGISTRATION</i>	0	0	0	0	0	0	0	1	0	0	1
<i>House Numbers</i>	0	1	0	1	1	0	0	0	0	0	3
<i>LITTERING - SWEEPING LITTER</i>	0	0	0	0	1	0	0	0	0	0	1
<i>Non-Use Refuse Container</i>	0	1	0	0	0	0	0	0	0	1	2
<i>Nuisance-Accum Rubbish</i>	0	0	0	0	0	0	0	0	0	1	1
<i>NUISANCES - ACCUMULATION</i>	0	6	2	2	2	5	2	1	1	0	21

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total
<i>NUISANCES - DANGEROUS</i>	0	0	0	0	0	0	1	0	0	0	1
<i>NUISANCES - DWELLINGS UNFIT</i>	0	1	1	0	0	0	0	0	0	1	3
<i>NUISANCES - NOISE</i>	0	0	0	0	0	0	0	1	0	0	1
<i>NUISANCES - NOXIOUS ODORS</i>	0	0	0	1	0	0	0	0	0	0	1
<i>NUISANCES - OPEN BURNING</i>	0	0	0	1	0	2	0	0	0	1	4
<i>NUISANCES - PROHIBITED</i>	0	0	0	0	0	0	0	1	0	0	1
<i>NUISANCES - WEEDS, RANK</i>	0	0	0	0	40	16	11	10	5	3	85
<i>OBSTRUCTION OF DRIVERS VIEW</i>	0	0	0	0	0	1	0	0	0	0	1
<i>OBSTRUCTIONS TO VISIBILITY AT</i>	0	0	1	0	0	0	0	0	0	0	1
<i>OFF-ROAD VEHICLES -</i>	0	0	0	3	0	0	1	0	0	0	4
<i>OFF-ROAD VEHICLES -</i>	0	0	0	0	0	1	0	1	0	0	2
<i>OPERATION OF VEHICLE AT STOP</i>	0	1	0	0	0	0	0	0	0	0	1
<i>Parking - Blocking Traffic</i>	2	0	1	0	0	0	0	0	0	0	3
<i>PARKING - FIRE LANES</i>	0	0	0	0	0	0	0	0	0	1	1
<i>PARKING - LIMITATIONS OF</i>	0	0	0	0	1	0	0	0	0	0	1
<i>Parking - Proper Manner</i>	0	0	0	0	0	0	1	0	0	0	1
<i>PARKING - SIGNS, POSTINGS,</i>	0	0	0	0	0	2	0	0	0	0	2
<i>Parking - Signs/Postings</i>	0	1	0	0	0	0	0	0	2	0	3

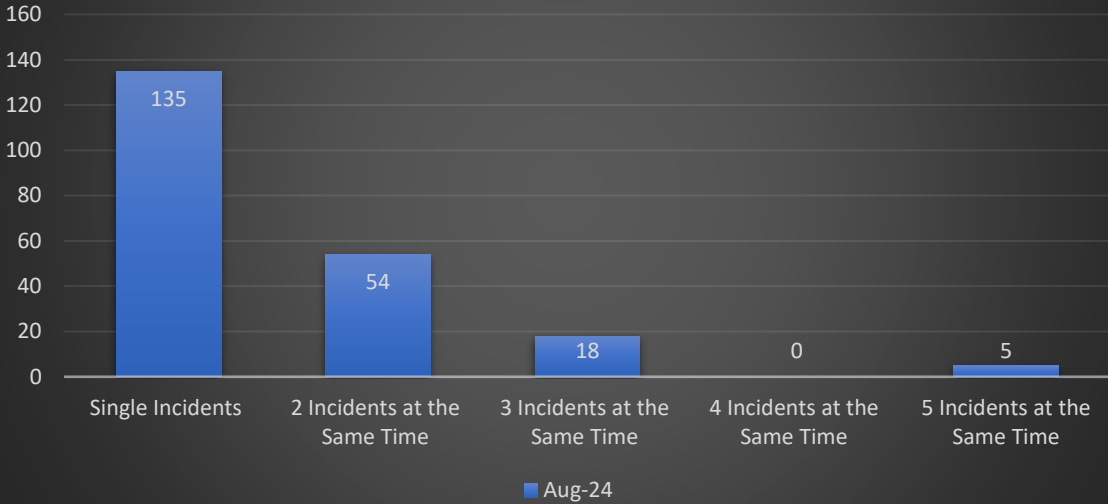
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total
<i>Parking - Traveled Portion RDWY</i>	0	1	0	1	0	0	0	0	0	0	2
<i>PEDDLING - LICENSE</i>	0	0	0	0	0	0	0	0	2	0	2
<i>PUBLIC ORDER - MINOR CURFEW</i>	0	0	0	0	0	2	0	0	0	0	2
<i>Scattering of Refuse</i>	0	1	0	0	0	0	1	0	0	0	2
<i>TRUCK ROUTE</i>	0	1	0	0	0	0	0	1	0	0	2
<i>Unauthorized Accumulation</i>	2	2	2	0	1	2	0	0	1	2	12
<i>VEHICLES CROSSING</i>	0	0	0	0	0	0	1	0	0	0	1
<i>Weeds - Nuisance</i>	0	0	0	0	0	0	0	1	0	0	1
<i>WEIGHT LIMITS; PARKING OF</i>	0	0	0	0	0	1	0	0	0	0	1
Total	18	46	30	21	50	49	27	34	23	34	332

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total
<i>NUISANCES - PROHIBITED</i>	0	0	1	0	0	0	0	0	0	0	1
<i>NUISANCES - WEEDS, RANK</i>	0	0	0	1	50	46	32	30	32	10	201
<i>OBSTRUCTION OF DRIVERS VIEW</i>	0	0	0	2	0	2	1	2	1	1	9
<i>OBSTRUCTIONS TO VISIBILITY AT</i>	0	0	0	0	1	0	0	1	0	0	2
<i>OFF-ROAD VEHICLES -</i>	0	0	2	0	0	1	0	0	0	0	3
<i>PARKING - LIMITATIONS OF</i>	0	0	0	0	1	1	0	0	0	0	2
<i>PARKING - MANNER OF</i>	0	0	0	0	0	1	0	0	0	0	1
<i>PARKING - OBSTRUCTIONAL</i>	0	0	0	0	0	0	1	0	0	0	1
<i>PARKING - SIGNS, POSTINGS,</i>	0	0	2	0	1	4	1	1	0	0	9
<i>Parking - Signs/Postings</i>	0	0	0	0	1	0	0	0	0	0	1
<i>PUBLIC ORDER - MINOR CURFEW</i>	0	0	0	0	1	0	0	0	0	0	1
<i>PUBLIC ORDER - MINOR CURFEW -</i>	0	0	0	0	1	0	0	0	0	0	1
<i>Scattering of Refuse</i>	1	4	4	2	0	0	3	0	1	0	15
<i>SPEED LIMITS - 11-20 MPH OVER</i>	0	2	0	0	0	0	0	0	0	0	2
<i>SPEED LIMITS - 21-30 MPH OVER</i>	0	2	0	0	0	1	1	1	0	0	5
<i>Unauthorized Accumulation</i>	0	0	1	5	1	5	2	0	0	1	15
<i>WEAPONS - USE AND DISCHARGE</i>	0	0	1	0	0	0	0	0	0	0	1
Total	31	54	55	54	80	89	87	83	59	35	627

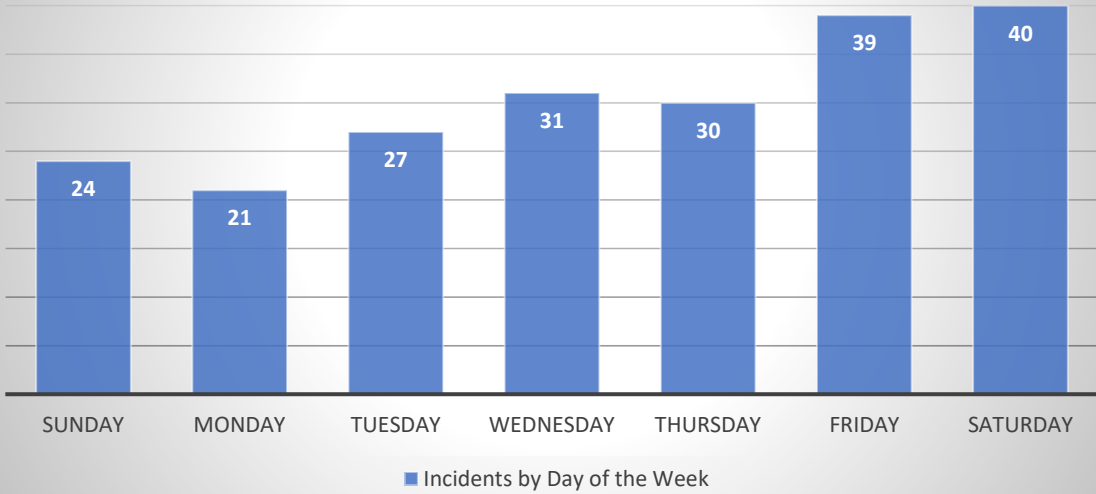
August 2024 Operations Report



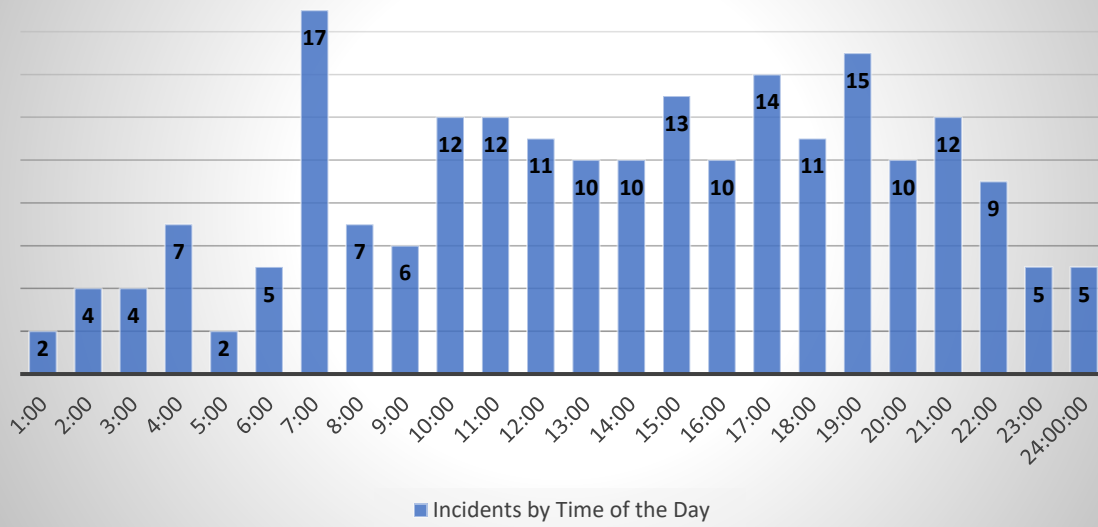
Overlapping Incidents 36% of the time



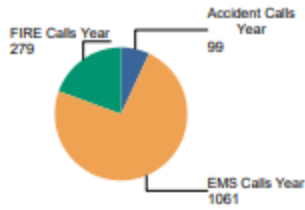
Incidents by Day of the Week



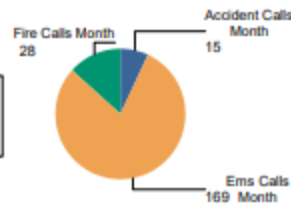
Incidents by Time of the Day



Cedar Lake Fire Department Monthly Summary Report 1/1/2024 to 8/31/2024



Accident Calls Year	6.9%
EMS Calls Year	73.7%
FIRE Calls Year	19.4%
Total:	100.0%



Accident Calls Month	7.1%
Ems Calls Month	79.7%
Fire Calls Month	13.2%
Total:	100.0%

Average Daily Calls for Service: 5.95

Yearly Totals

Battery	1
Death Investgtn	2
EMS Abdominal	24
EMS Allergic	7
EMS Animal Bite	5
EMS Assault	10
EMS Back Pain	10
EMS Bleeding	19
EMS Breathing	80
EMS Burns	1
EMS Chest Pain	47
EMS Choking	9
EMS Death	5
EMS Diabetic	28
EMS Eye Injury	4
EMS Fall	143
EMS Full Arrest	23
EMS Gunshot	2
EMS Headache	2
EMS Heart Prob	29
EMS Heat / Cold	2
EMS Lift Assist	153
EMS Misc	4
EMS Overdose	19
EMS Pregnancy	4
EMS Psych	70
EMS Seizure	33
EMS Sick Person	157
EMS Stabbing	3
EMS Standby	13
EMS Stroke	31
EMS Trauma	27
EMS Uncons	57
EMS Unknown	40
Fall	1
FIRE Alarm	37
FIRE Appliance	1
FIRE Assist	15
FIRE Brush	6
FIRE CO Alarm	25
FIRE Dive Recvy	1
FIRE Electrical	3
FIRE Garage	1
FIRE Gas IN	17
FIRE Gas OUT	9
FIRE Inspection	1

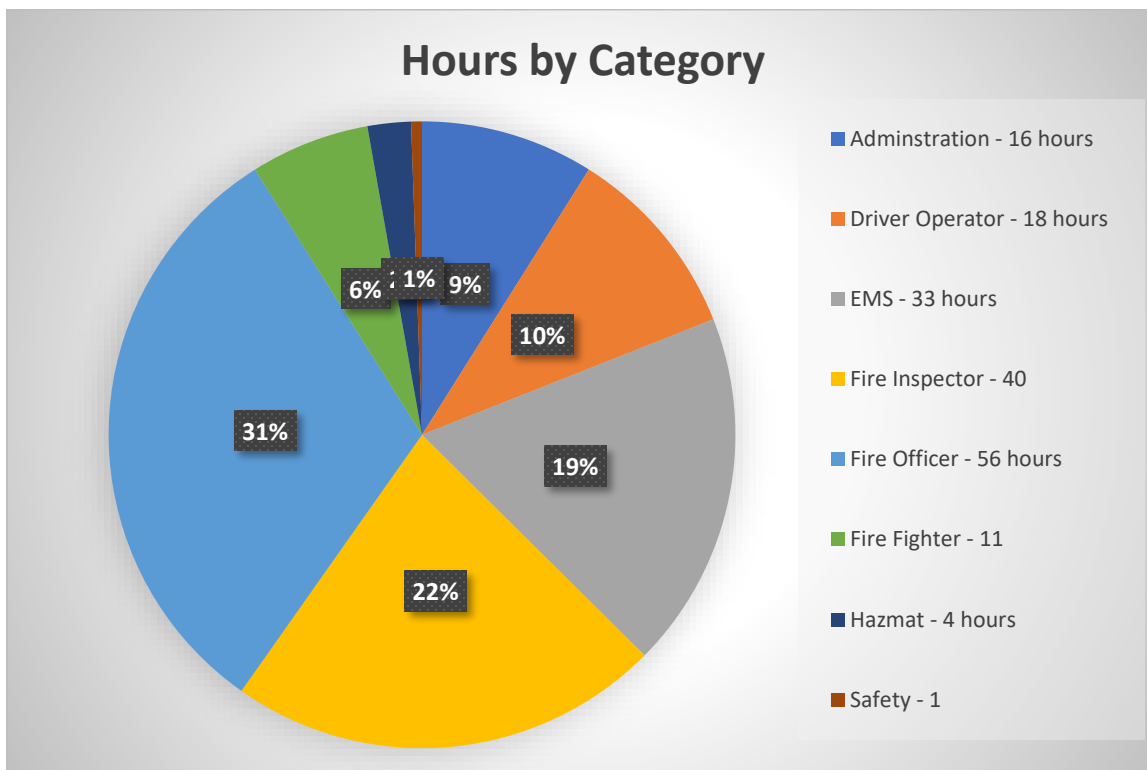
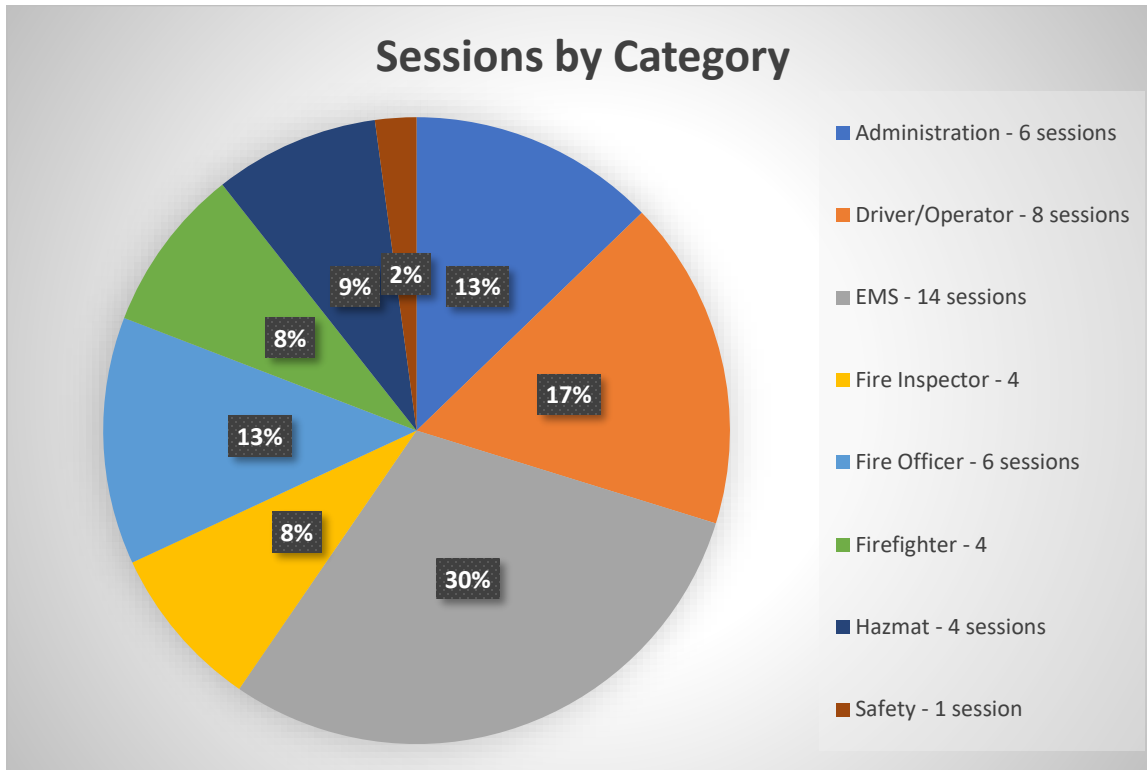
Monthly Totals

EMS Abdominal	2
EMS Allergic	1
EMS Assault	1
EMS Back Pain	1
EMS Bleeding	4
EMS Breathing	11
EMS Chest Pain	11
EMS Choking	2
EMS Death	2
EMS Diabetic	5
EMS Eye Injury	1
EMS Fall	21
EMS Full Arrest	6
EMS Headache	1
EMS Heart Prob	7
EMS Heat / Cold	1
EMS Lift Assist	22
EMS Overdose	1
EMS Pregnancy	1
EMS Psych	13
EMS Seizure	5
EMS Sick Person	27
EMS Standby	3
EMS Stroke	5
EMS Trauma	6
EMS Uncons	4
EMS Unknown	5
FIRE Alarm	3
FIRE CO Alarm	4
FIRE Gas IN	3
FIRE Gas OUT	2
FIRE Outside	2
FIRE Smoke	1
FIRE Smoke Odor	1
FIRE Standby	2
FIRE Structure	2
FIRE Utility	3
FIRE Water Resc	5
PI Accident	15
Welfare Check	1
Total for Month:	213

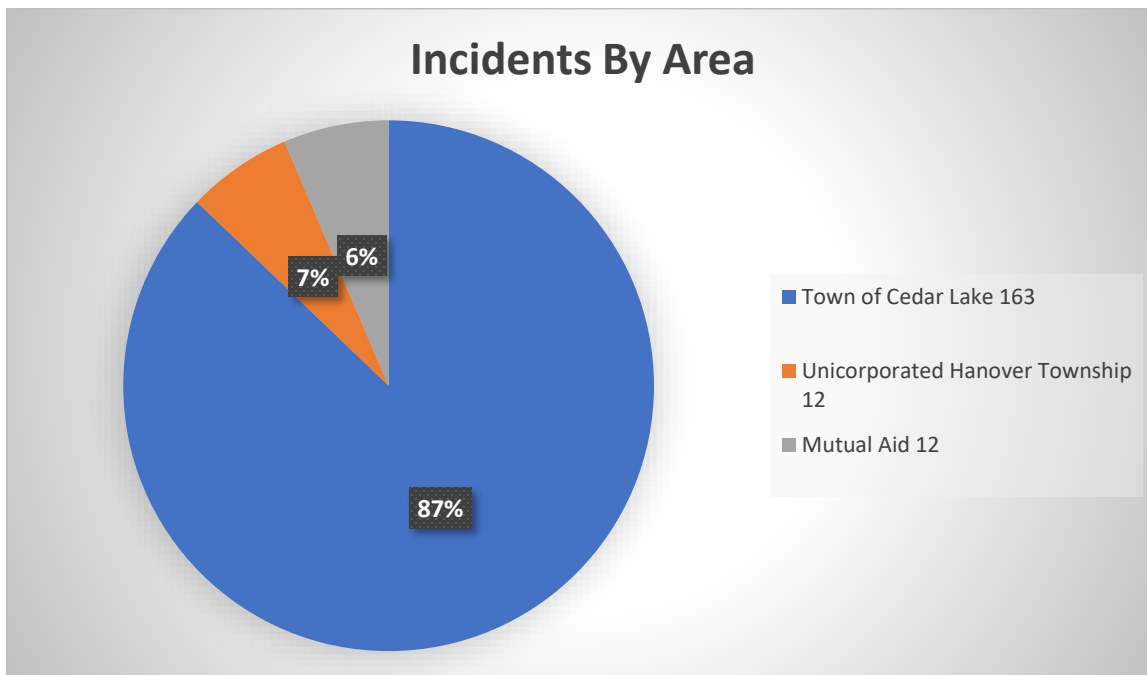
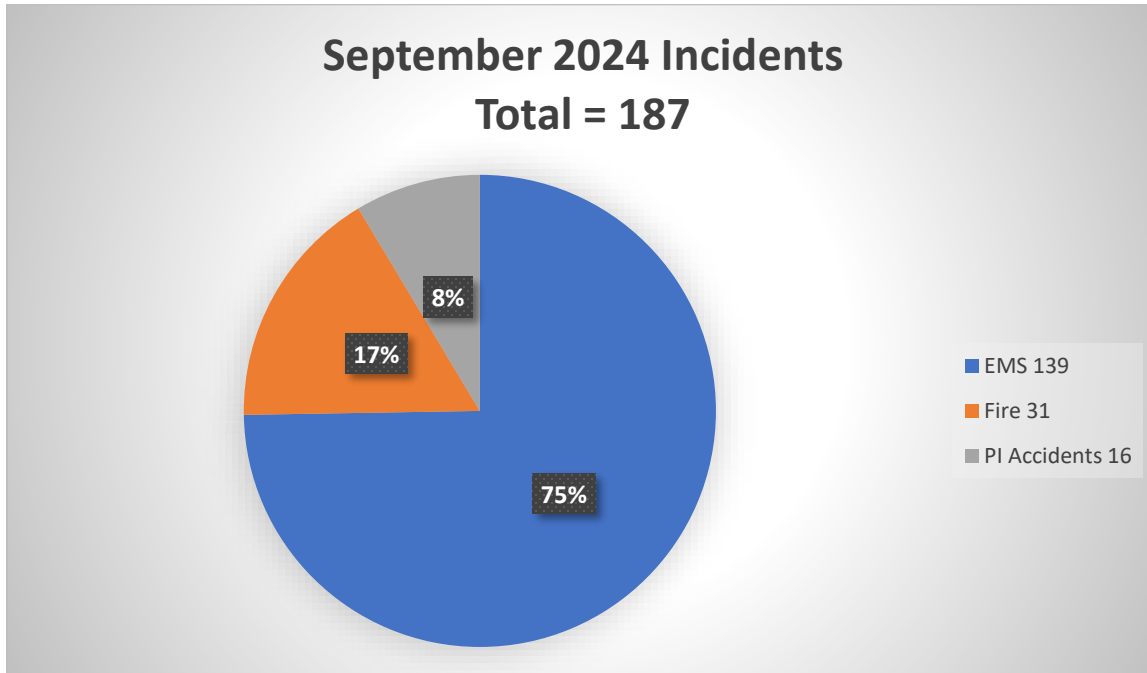
FIRE Investigat	1
FIRE Marine	3
FIRE Misc	7
FIRE Mutual Aid	5
FIRE Odor	6
FIRE Outside	19
FIRE Rubbish	1
FIRE Smoke	1
FIRE Smoke In	1
FIRE Smoke Odor	3
FIRE Smoke Out	2
FIRE Standby	17
FIRE Structure	57
FIRE Utility	23
FIRE Vehicle	4
FIRE Washdown	2
FIRE Water Resc	11
PD Accident	2
PI Accident	97
Welfare Check	2
Total for Year:	1,445

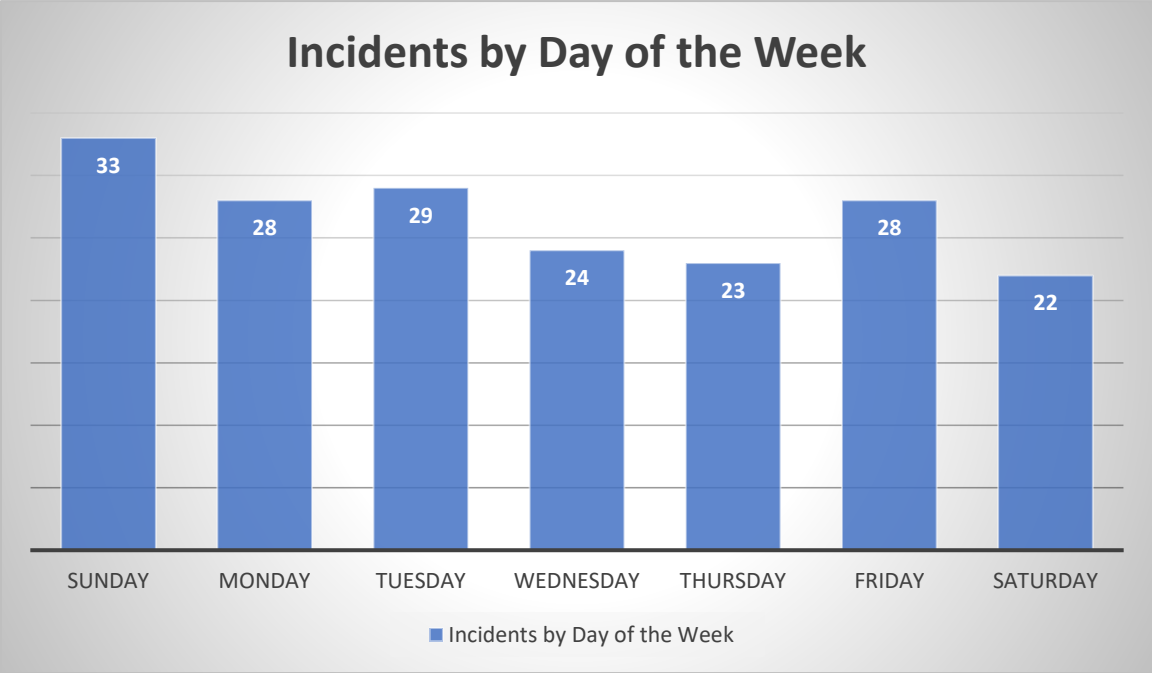
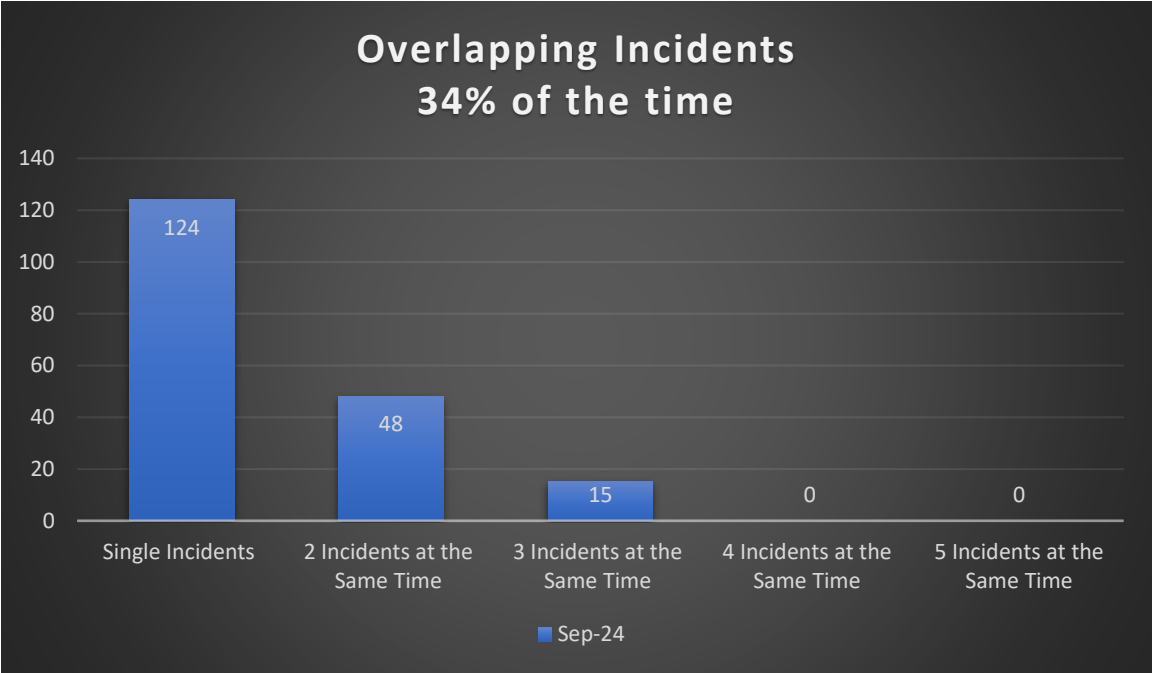
August 2024 Training Report

Hours Logged: 169

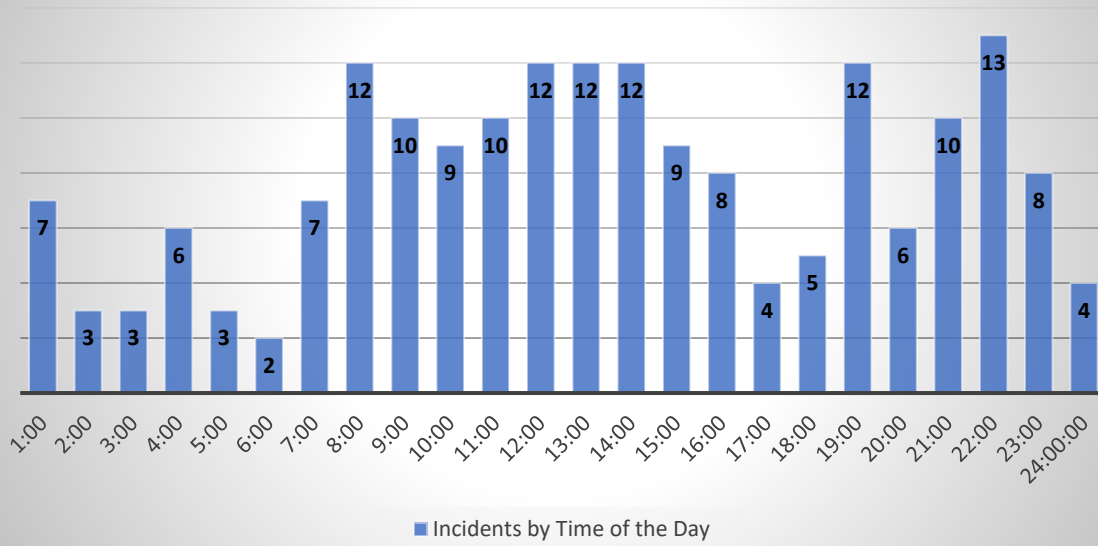


September 2024 Operations Report

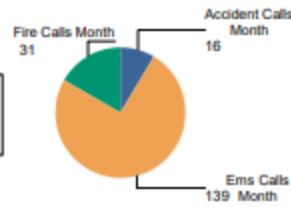
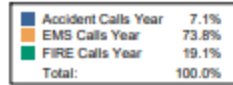
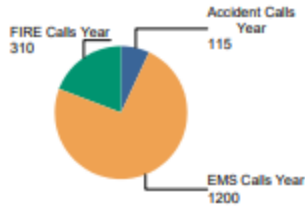




Incidents by Time of the Day



Cedar Lake Fire Department Monthly Summary Report 1/1/2024 to 9/30/2024



Average Daily Calls for Service: 5.98

Yearly Totals

Battery	1
Death Investgtn	2
EMS Abdominal	27
EMS Allergic	7
EMS Animal Bite	7
EMS Assault	10
EMS Back Pain	12
EMS Bleeding	25
EMS Breathing	91
EMS Burns	1
EMS Chest Pain	52
EMS Choking	10
EMS Death	5
EMS Diabetic	36
EMS Eye Injury	4
EMS Fall	157
EMS Full Arrest	23
EMS Gunshot	2
EMS Headache	2
EMS Heart Prob	30
EMS Heat / Cold	2
EMS Lift Assist	169
EMS Misc	5
EMS Overdose	24
EMS Pregnancy	4
EMS Psych	78
EMS Seizure	36
EMS Sick Person	178
EMS Stabbing	3
EMS Standby	15
EMS Stroke	34
EMS Trauma	33
EMS Uncons	67
EMS Unknown	51
Fall	1
FIRE Alarm	47
FIRE Appliance	1
FIRE Assist	15
FIRE Brush	6
FIRE CO Alarm	29
FIRE Dive Recvy	1
FIRE Electrical	3
FIRE Garage	1
FIRE Gas IN	19
FIRE Gas OUT	10
FIRE Inspection	1

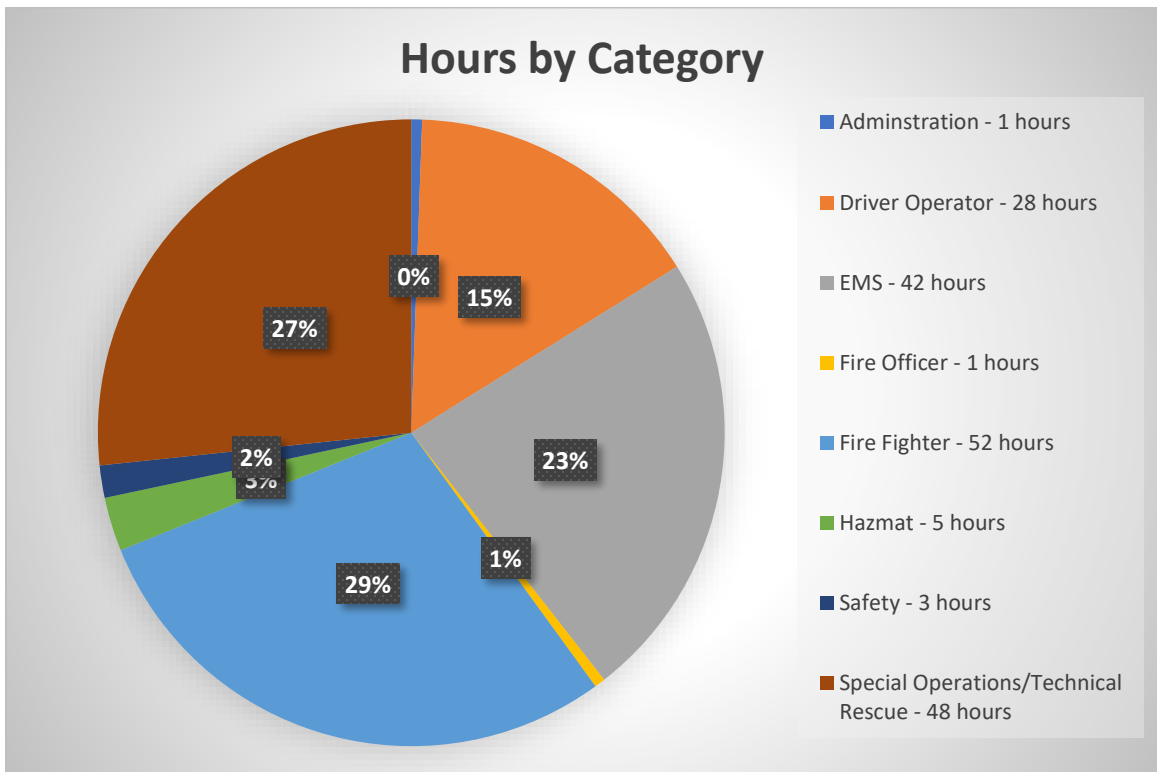
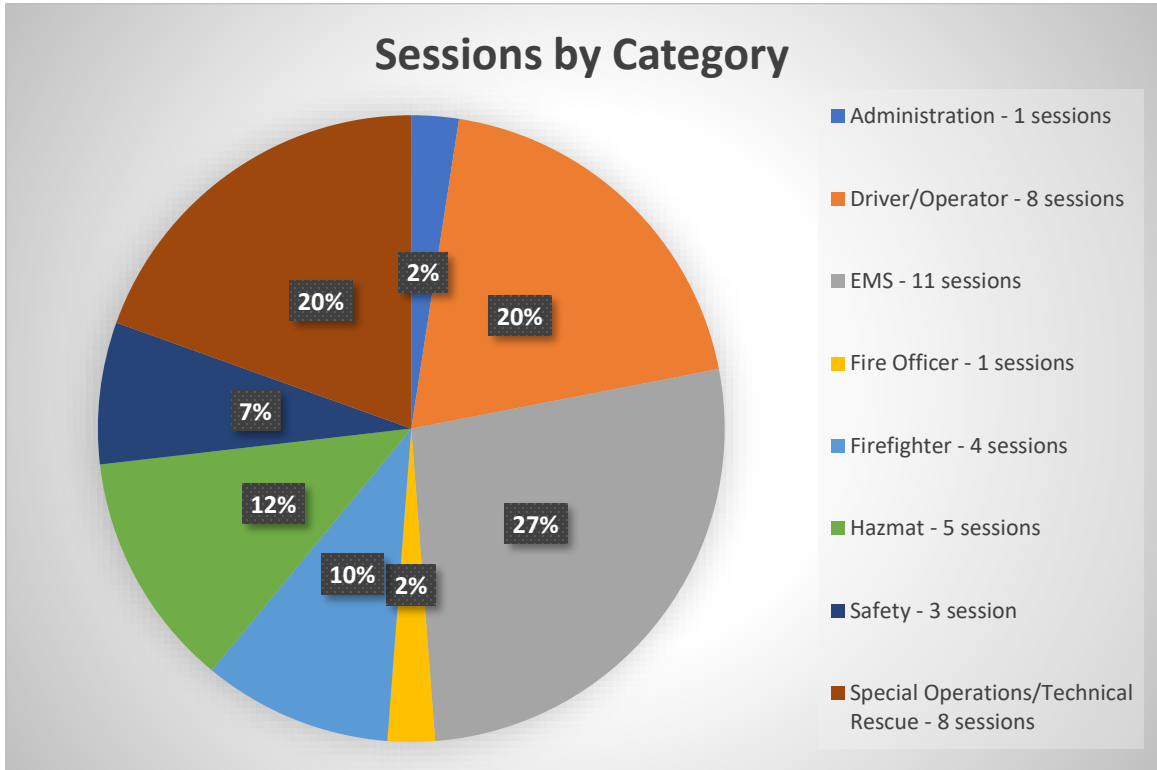
Monthly Totals

EMS Abdominal	3
EMS Animal Bite	2
EMS Back Pain	2
EMS Bleeding	6
EMS Breathing	11
EMS Chest Pain	5
EMS Choking	1
EMS Diabetic	8
EMS Fall	14
EMS Heart Prob	1
EMS Lift Assist	16
EMS Misc	1
EMS Overdose	5
EMS Psych	8
EMS Seizure	3
EMS Sick Person	21
EMS Standby	2
EMS Stroke	3
EMS Trauma	6
EMS Uncons	10
EMS Unknown	11
FIRE Alarm	10
FIRE CO Alarm	4
FIRE Gas IN	2
FIRE Gas OUT	1
FIRE Mutual Aid	1
FIRE Outside	2
FIRE Standby	3
FIRE Structure	6
FIRE Washdown	1
FIRE Water Resc	1
PI Accident	16
Suspicious Per.	1
Total for Month:	187

FIRE Investigat	1
FIRE Marine	3
FIRE Misc	7
FIRE Mutual Aid	6
FIRE Odor	6
FIRE Outside	21
FIRE Rubbish	1
FIRE Smoke	1
FIRE Smoke In	1
FIRE Smoke Odor	3
FIRE Smoke Out	2
FIRE Standby	20
FIRE Structure	63
FIRE Utility	23
FIRE Vehicle	4
FIRE Washdown	3
FIRE Water Resc	12
PD Accident	2
PI Accident	113
Suspicious Per.	1
Welfare Check	2
Total for Year:	1,632

September 2024 Training Report

Hours Logged: 208



Town of Cedar Lake

Office of Building, Zoning, and Planning

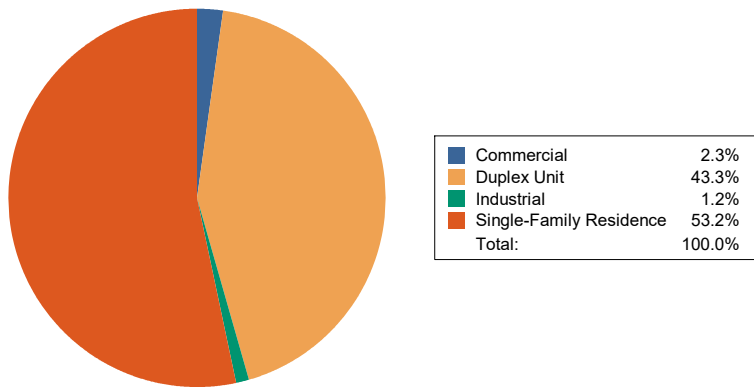
7408 Constitution Ave - PO Box 707 - Cedar Lake, IN 46303

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

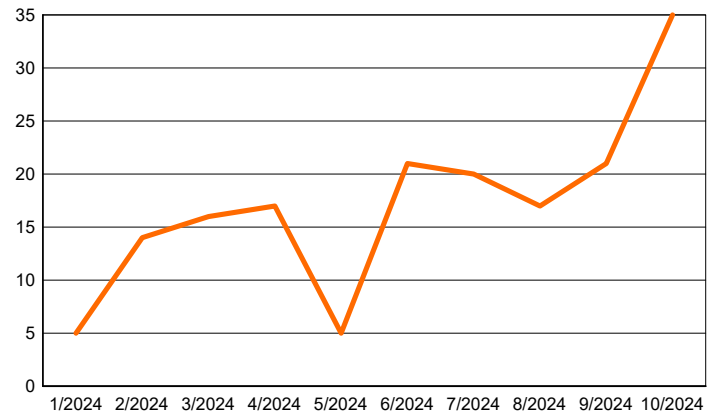


**Report of All New Construction Permits
1/1/2024 to 10/31/2024
Grouped by Month**

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**

October 2024

Residential New Construction Permits: **34**
Industrial New Construction Permits: **1**
New Construction Permits: **35**

New Residential Construction Value: **\$7,763,548**
New Industrial Construction Value: **\$700,000**
Total Value of Construction for October: **\$8,463,548**

Total New Construction Permits: **171**
Total Residential New Construction Permits: **165**
Total Commercial New Construction Permits: **4**
Total School New Construction Permits: **0**

Total Value of New Construction: **\$48,142,805**
Total Value of New Residential Construction: **\$45,498,805**
Total Value of New Commercial Construction: **\$1,264,000**
Total Value of New School Construction:

Town of Cedar Lake

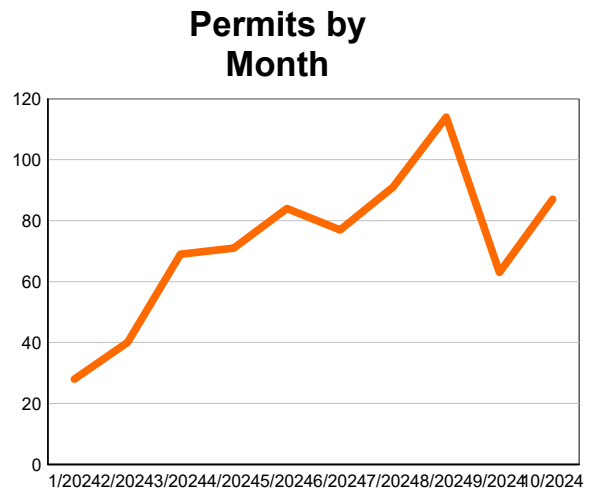
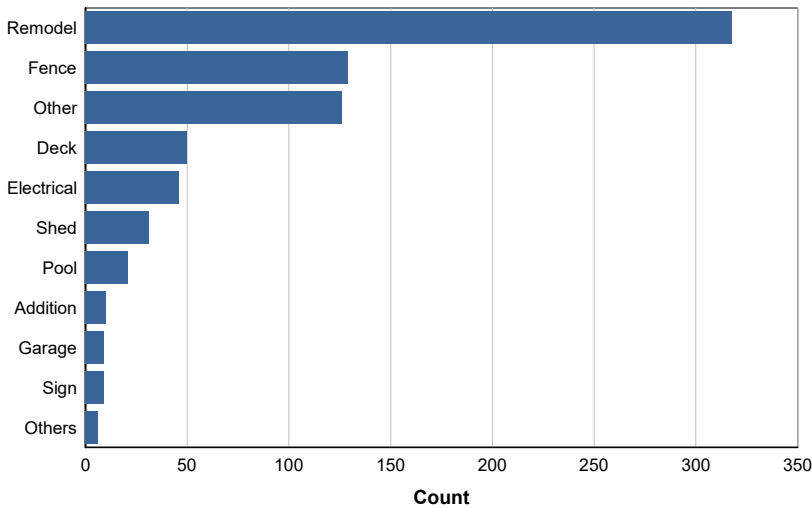
Office of Building, Zoning, and Planning

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 10/31/2024
Grouped by Month**



January 2024

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

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

February 2024

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

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

March 2024

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

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

April 2024

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

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

May 2024

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

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

June 2024

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

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

July 2024

Residential Permits: **78**
Commercial Permits: **12**
Other Permits: **1**
Total of Other Permits: **91**

Residential Permits Value: **\$982,139**
Commercial Permits Value: **\$220,299**
Other Permits Value: **\$6,500**
Total Value of All Other Permits: **\$1,208,938**

August 2024

Residential Permits: **108**
Commercial Permits: **1**
Church Permits: **1**
Open Space Permits: **1**
Municipal Permits: **3**
Total of Other Permits: **114**

Residential Permits Value: **\$2,142,297**
Commercial Permits Value: **\$1,000**
Church Permits Value: **\$89,070**
Open Space Permits Value: **\$75,000**
Municipal Permits Value: **\$17,250**
Total Value of All Other Permits: **\$2,324,617**

September 2024

Residential Permits: **58**
Commercial Permits: **3**
Open Space Permits: **1**
Municipal Permits: **1**
Total of Other Permits: **63**

Residential Permits Value: **\$791,899**
Commercial Permits Value: **\$361,965**
Open Space Permits Value: **\$1,000**
Municipal Permits Value: **\$6,192**
Total Value of All Other Permits: **\$1,161,055**

October 2024

Residential Permits: **77**
Commercial Permits: **7**
Municipal Permits: **2**
Other Permits: **1**
Total of Other Permits: **87**

Residential Permits Value: **\$1,252,504**
Commercial Permits Value: **\$128,648**
Municipal Permits Value: **\$17,955**
Other Permits Value: **\$9,800**
Total Value of All Other Permits: **\$1,408,907**

Grand Total of Other Permits: **724**

Grand Total Value of All Other Permits: **\$18,079,469**

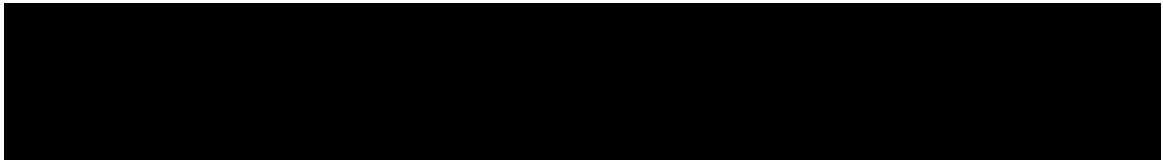


November 14, 2024

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

Attention: Jeff Bunge – Town Manager

Re:



Dear Council Members:

This letter summarizes Christopher B. Burke Engineering, LLC (CBBEL) Town Engineer activities for reporting and action (as necessary) for the November 19, 2024 Town Council meeting. This report covers activities for the period of October 15, 2024 through November 14, 2024.

1) Cedar Lake Dredging and Sediment Dewatering Facility Project

No Change from Previous Report. CBBEL and the Town Public Works Department have been coordinating the continued dewatering of the Sediment Dewatering Facility. The SDF is currently at 4 ft. and being slowly drawn down. CBBEL provided an estimate to Town staff to fence the remaining portion of the SDF site or +/- 3,260 ft. of additional 6 ft. high chain link fence. Based on 2022 bids for the project, the estimated cost to fence the remaining portion of the property is \$72,698.00 to \$114,100.00.

2) MS4 Coordination

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

3) NIRPC/State Legislature/INDOT/IDNR Updates

The Town was notified on April 21, 2023 that two of the five project applications were

accepted into the draft 2024-2028 TIP. The Town projects that are included in the TIP are the raising of 133rd Avenue from Robin's Nest to Colfax Avenue and the Founders Creek Multi-Use Path. The 133rd Avenue project is programmed in 2025 for construction (PROTECT funds) at \$454,504.00 federal funds and \$113,626.00 local match. The second project is the design and construction of the Founders Creek Multi-Use Path (Transportation Alternative funds). The project is programmed for design in 2026 (\$72,685.00 federal funds and \$32,000.00 local match) and for construction in 2028 (\$1,422,430.00 federal funds and \$355,608.00 local match). These values will most likely be adjusted for projected inflation.

NIRPC held a working group meeting on July 11th to discuss ramifications to the delayed 2024-2028 TIP. Since the TIP was approved after the INDOT fiscal year, approximately \$12-14 million had to be transferred to mass transit funding in-lieu of losing the money. This impacts how the approved TIP is structured and will significantly affect how projects have been programmed. NIRPC is working on the details now and will inform LPA's after something has been decided.

The Notice of Funding Availability (NOFA) for the 2026-30 TIP will have \$108.4 million for infrastructure and transit projects. Only \$36 million of the \$108.4 million will be available for roadway and infrastructure projects. The remainder will be for transit-oriented projects. Any new projects will most likely be programmed in 2029-30 and are dependent on how the issues summarized in the above paragraph are ultimately resolved. As noted, Surface Transportation Block Grant (STBG) funding will be limited and very competitive in this TIP. STBG funding is largely used for infrastructure and roadway projects. Two new urbanized areas (UZA) were created (Valparaiso/Sherwood Forest and Winfield/Lake of the Four Seasons) which further decreased funds within the current UZA. Applications were due on October 18th and the following projects were submitted for consideration in the TIP:

- **Pickerell Creek Culvert Replacement on 147th Avenue (PROTECT funds, Environmental Application)**
 - Requested PE/ROW: Local Only
 - Estimate: \$824,320.00 (construction and inspection). 80/20 match.
- **133rd Avenue Sidewalk, From Faith Church to Robin's Nest (STBG funds, Complete Streets Application)**
 - Requested PE/ROW: \$35,000.00
 - Estimate: \$1,266,300.00 (construction and inspection). 80/20 match.

PROTECT funds are available for protecting and enhancing transportation resiliency. These projects are usually related to flooding of existing transportation corridors. Based on a November 12th NIRPC Transportation Committee meeting, the Pickerell Creek application was the only Environmental application received and the 133rd Avenue Sidewalk project was one of four Complete Street applications received. All applications will be reviewed over the next two months and a meeting will be held in February 11, 2025 to discuss NIRPC scoring.

4) Other Funding Opportunities

- **Crack Sealing and Striping Project, Community Crossing Grant, 2023-2:** *No Change from Previous Report.* The final pay application was provided to the Town on May 24th with the final balancing change order. The final contract is \$160,488.92, which is \$1,570.92 over the awarded budget. Close-out documentation will be completed this fall as required by the CCMG program.
- **Community Crossing Grant, 2024-2:** Phase 2 of the Shades Subdivision project was submitted for CCMG consideration on July 30th. The final construction estimate is \$1,583,579.38. This phase would include portions of 141st Avenue, Fairbanks Street, Windsor Avenue, Fernwood Avenue, and Hobart Street. The Town was notified on November 7th that they were awarded the full request of \$791,789.69 or a 50/50 match. The project will go out to bid in January 2025 with an estimated construction start in early spring.
- **INDOT Safety Project Notice of Funding Availability:** *No Change from Previous Report.* CBBEL submitted three applications for this NOFA on October 11th. INDOT allocated \$50 million for the entire state. This will make the call extremely competitive. Each project was scoped to be eligible for Highway Safety Improvement Programs (HSIP) funding with a 90/10 match. Projects are required to be completed within the next two years. The following applications were submitted:
 - Signage and Striping Modifications at Lake Shore Drive & Cline Avenue, Hilltop Street & W. 129th Avenue, Lake Shore Drive and Hilltop Street. Estimate: \$28,000.00. Town Share: \$2,800.00
 - Signage/Striping Modifications & Pavement Restoration on Parrish Avenue from W. 125th Avenue to W. 126th Place. Estimate: \$162,000.00. Town Share: \$16,200.00
 - Signal Modernization and ADA Ramp Construction at Morse Street and W. 145th Avenue intersection. Estimate: \$350,000.00. Town Share: \$35,000.00.
- **USDOT, Safe Streets and Roads for All (SS4A):** *No Change from Previous Report.* This program provides funding for both planning and implementation (construction) of infrastructure and initiatives designed to prevent death and serious injury on roads and streets. Applicable planning documents must already be completed to be eligible for implementation grants. More information can be found at <https://www.transportation.gov/grants/SS4A>.

CBBEL personnel and Town staff held a public meeting on June 12th to discuss the draft Local Road Safety Plan. The public meeting was required to meet public participation requirements of the self-certification process for the plan. The report is

a necessary part of requirements to be eligible for SS4A implementation funding in 2025 and future HSIP funding.

5) Town Street Committee & Roadway Items

- Shades (East of Morse St and North of 141st Avenue): *No Change from Previous Report.* The project has been completed. The final pay application #8 and balancing change order #4 were submitted to the Town on October 8th for approval. The project will be +/- \$12,000 **under** awarded contract value. Once final payments have been issued to the Contractor, CBBEL will work with the Town to complete CCMG close-out documentation with INDOT prior to the November 30th deadline.
- 141st Avenue Corridor (Parrish Avenue to West Corporate Limit): CBBEL received the corridor survey on November 14th. We are reviewing the survey and will begin preparing preliminary cost estimates for the area.
- 133rd Avenue Road Raise: The letting for this project was reprogrammed for November 2025 based on continued INDOT environmental review and added scope related to the geotechnical findings within the corridor. This moved the Stage 3 submittal date to March 21, 2025 and moved the project into 2026 for construction.
- 131st Place and Morse Street: *No Change from Previous Report.* CBBEL received the survey on October 4th and provided it to the Town for review. We are awaiting direction from the Town on how to proceed.
- Railroad At-Grade Sidewalk Crossing: *No Change from Previous Report.* CBBEL received the PE agreement from the Norfolk Southern Railroad and their engineering consultant (AECOM) on June 10th for the proposed crossing at 141st Avenue near the Hanover Central Middle School. The PE agreement was estimated at \$24,612.00 that would cover costs incurred by Norfolk Southern Railroad and AECOM during design and review of the crossing (Concept, 30%, 60%, 90%, 100% reviews). Any signal improvements (as necessary) and other construction items are the responsibility of the Town.

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

- Road Impact Fee: *No Change from Previous Report.* CBBEL provided a memorandum on June 23rd summarizing costs and tasks related to implementing a Road Impact Fee on new developments.

- Police-Fire Buildings: *No Change from Previous Report*. CBBEL is completing on-going coordination with the police-fire team. CBBEL is still completing final submittal reviews with Hawk for the EVP project. A pre-construction meeting will be scheduled once all reviews have been completed.

6) Redevelopment Commission

CBBEL is completing the following projects for the Redevelopment Commission:

- Morse Street/Constitution Avenue Watermain Extension: CBBEL sent the final pay estimate and balancing change order to the Town on November 12th. **The project will finish \$5,240.00 under the awarded contract value.**

7) Water Utility

CBBEL re-submitted documents to IDEM related to the Paradise Well Upgrades and Chemical Treatment system permits on October 25th. We have received preliminary responses and have held conference calls with IDEM staff to finalize the permits. We hope both permits will be moved into the public comment period soon.

The permit related to the Robin's Nest Pump and Control Upgrades was submitted to IDEM on November 6th for review.

We are also completing a memorandum to update/amend the existing Preliminary Engineering Report (PER) for the current eastside water infrastructure projects. The amendment will include costs related to the Robin's Nest Pump and Control Upgrades equipment/installation and the Town-wide water system master plan. If approved, this would allow remaining SRF funds to be utilized to pay for cost related to the above project and plan.

8) Plan Commission

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

- Bugaboo Subdivision: *No Change from Previous Report*. CBBEL provided a comment letter to the Applicant on August 11th and is awaiting a response.
- Novak Parcel (129th Ave/US-41): *No Change from Previous Report*. CBBEL has been advised by the Applicant's Engineer that this project has been restarted based on the previously submitted plan. Therefore, CBBEL has entered this back to active status and it is in the queue to be reviewed.
- Lakeside South PUD: *No Change from Previous Report*. CBBEL issued a comment letter on May 15th for the Applicant to address. CBBEL and the Applicant are

coordinating the remaining watermain items with Town staff.

- Founders Creek PUD: CBBEL issued a comment letter for the Applicant to address on September 15, 2023.
- Red Cedars PUD: CBBEL issued a comment letter for the Applicant to address on December 1, 2023.
- Bay Bridge PUD: CBBEL issued a comment letter for the Applicant to address on September 15, 2023.
- Bankshots Preliminary Plat and Site Plan: CBBEL received a re-submittal on November 5th and is currently reviewing.
- Hanover Central High School Turf Fields: *No Change from Previous Report*. CBBEL issued a comment letter on September 5th and is awaiting a response.
- StorSafe Final Plat and Site Plan Review: CBBEL issued a comment letter on September 18th and is awaiting a response.
- Subdivision Ordinance/Development Standards Manual Update: CBBEL has begun updates to the DSM and is currently on-going.

9) Stormwater Management Board

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

7513 W. 136th Lane, Woodland Shores: The Board was notified that the parcel owner who brought the concern to the board's attention had recently sold the property. The Storm Board determined to table further effort on the easement acquisition until the new owner(s) appear at a Storm Board meeting. The item will still remain on the update items list. **An additional easement has been completed for the eastern property adjoiner and provided to the Town Attorney on August 29th for review.** *No Change.*

Woods of Cedar Creek: Town staff has reviewed documentation on acquired easements prior to the Phase 1 project being completed. Three residents did not provide access before the Phase 1 project. Two of those parcels are under new ownership and staff will reach out to determine if a Phase 2 project is possible. **Construction of the project is substantially complete. The remaining items are sprinkler system repair and sod placement as of November 14th.**

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

7320 W. 140th Place, Straight's CN Subdivision: CBBEL presented a concept plan to the Board at the March meeting. Based on conversations at the meeting with the homeowner, the scope of the project will be revised to re-shaping an existing ditchline, stabilization, tree clearing, and culvert replacements. **An additional easement is required for this project to occur. Coordination with the Town Attorney is required as this parcel owner is deceased. Information was forwarded to the Town Attorney on July 8th. No Change.**

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

Meyer Manor Terrance/Lake Shore Drive Storm Sewer: Additional information was presented to Storm Board at the September meeting. This storm sewer system consists of multiple different pipe materials, blind connections, and failing pipes. This will be a significant project that is most likely beyond the annual budget constraints of Storm Board. This will be part of a larger capital improvement project at a later date. **The Storm Board directed CBBEL to procure survey of the corridor to complete preliminary construction cost estimates. This area will also include 132nd Place and Marquette Street in the Meyer Manor subdivision.**

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

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

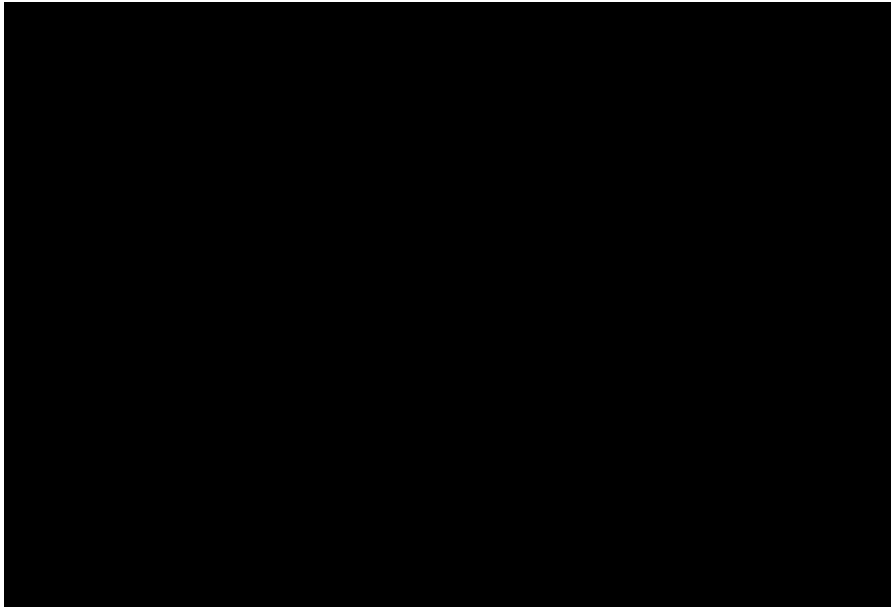
10) Building Department

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

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

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

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



Town of Cedar Lake – Project Status Report

Christopher B. Burke Engineering, LLC

updated 11/14/24

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
060015.00001	Town Council	n/a	Town Council Report for 11/19/24 meeting	Completed	11/14/24
060015.00002	Plan Commission	n/a	Plan Reviews & LOC Inspections	Plan Commission Meetings and Review of Plan Applications. See letter for details.	ongoing
060015.00003	Stormwater Management Board	n/a	Review and reporting concerning agenda action items	Reviewing items as requested and reporting status to Storm Board. See letter for details.	ongoing, as requested
060015.00006	Stormwater Cost of Services Study	n/a	ERU calculation review	Ongoing review of ERU calculations for parcels requested by Town.	ongoing, as requested
220178	Cedar Lake Dredging Project	\$71,620 (annual)	Construction Observation	<i>No Change from Previous Report.</i> CBBEL and the Town Public Works Department have been coordinating the continued dewatering of the Sediment Dewatering Facility. The SDF is currently at 4 ft. and being slowly drawn down. CBBEL provided an estimate to Town staff to fence the remaining portion of the SDF site or +/- 3,260 ft. of additional 6 ft. high chain link fence. Based on <u>2022</u> bids for the project, the estimated cost to fence the remaining portion of the property is \$72,698 to \$114,100. – 11/14/24 Council Report for details.	ongoing
230324	Morse/Constitution Watermain Project	\$210,100 (combined)	Construction Observation	CBBEL sent the final pay estimate and balancing change order to the Town on November 12 th . The project will finish \$5,240.00 <u>under</u> the awarded contract value. – 11/14/24 Council Report for details.	ongoing
230324	Shades Subdivision Project	\$210,100 (combined)	Construction Observation	<i>No Change from Previous Report.</i> The project has been completed. The final pay application #8 and balancing change order #4 were submitted to the Town on October 8 th for approval. <u>The project will be +/- \$12,000 under awarded contract value.</u> Once final payments have been issued to the Contractor, CBBEL will work with the Town to complete CCMG close-out documentation with INDOT prior to the November 30 th deadline. – see 11/14/24 Council Report for details.	ongoing
090043	MS4 Coordination	\$19,400 (annual)	MS4 Coordination Services & Development	<i>No Change from Previous Report.</i> CBBEL held a MS4/SESC workshop on May 21 st at Town Hall that covered responsibilities while operating under the IDEM Construction Stormwater General Permit. There were 21 people in attendance. – see 11/14/24 Council Report for details.	ongoing

Cedar Lake All Projects' Schedules

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