



**TOWN COUNCIL MEETING AGENDA**  
**April 16, 2024 - 7:00 PM**

**PLEDGE OF ALLEGIANCE**

**OPENING PRAYER**

**CALL TO ORDER/ROLL CALL:**

\_\_\_ Robert H. Carnahan, Ward 1  
\_\_\_ Julie Rivera, Ward 2  
\_\_\_ Chuck Becker, Ward 4  
\_\_\_ Mary Joan Dickson, At Large  
\_\_\_ Richard Thiel, At Large

\_\_\_ Greg Parker, Ward 5, Vice-President  
\_\_\_ Nick Recupito, Ward 3, President  
\_\_\_ Jennifer Sandberg, Clerk-Treasurer  
\_\_\_ Jeff Bunge, Town Manager  
\_\_\_ David Austgen, Town Attorney

**PUBLIC COMMENT** (*on agenda items*):

**CONSENT AGENDA:**

1. **Minutes:** March 19, 2024 [REDACTED]
2. **Claims:** All Town Funds: \$276,741.42; Wastewater Operating: \$153,481.75; Water Utility: \$43,475.96; Storm Water: \$8,234.65; Payroll: April 11, 2024 - \$394,898.55; and March Remittances \$182,876.37
3. **Manual Journal Entries:** March 1 – March 31, 2024
4. **Donations:** Ben Tomko, Collection from Sticker Sales for K9 Fund **\$184**; Amy Lang K9 Donation **\$25**; Aaron Schurke State Farm & Dragobobs In-Kind Donation of Kustom Talon Handheld Radar Unit.

**ORDINANCES/RESOLUTIONS:**

1. Ordinance 1488 - Regulations for Bus Vehicles and the Discharge of Passengers
2. Ordinance No. 1489 - Amendment to Special Events Permit (Originally Ordinance No. 1465)
3. Resolution No. 1352 – Appropriation Transfer in the amount of **\$10,000**

**BZA/PLAN:**

1. **Variance of Use** – 2024-12 Kubal favorable recommendation at April 11, 2024 BZA meeting (by unanimous vote (5-0))

**OLD BUSINESS:**

1. Consideration to establish a Metropolitan Police Commission and a Metropolitan Fire Commission and consider eliminating the current Board of Safety (*Deferred on 02/20, 03/05, 03/19, and 04/02/2024*)
2. Appointment of Board of Safety member (*deferred 04/02/2024*)

**NEW BUSINESS:**

1. Disbursement of funds from 2022B Construction Fund in the amount of **\$727,052.12** to GM Development Companies LLC.
2. Disbursement of funds from 2022A Construction Fund in the amount of **\$297,815.22** to GM Development Companies LLC.
3. Approval of CBBEL pay request #4 in the amount of **\$50,166.00**
4. Change order for the 2024 Crack Seal Project for the increased amount of **\$3,369.17**. This now includes thermoplastic.
5. Extension of engagement with Crowe (Passed on 02/06/2024 with limitation of not to exceed \$4,0000 per year)
6. Approve Posting a Notice to Accept Applications for a Deputy IT Director.
7. Consider Storm Board's request to move their meeting back to the 2<sup>nd</sup> Tuesday of the month at 6 p.m. (Passed by unanimous vote (3-0) through Storm Board on 04/04/2024)
8. Approve placing the steamboat hoist at the north end of public pier, next to the museum slip. Passengers will continue to board on the landing by the flagpoles.

**REPORTS:**

1. Town Council
  - a. Town Grounds Tree Replacement
2. Town Attorney
3. Clerk-Treasurer
4. Town Manager
5. Director of Operations
6. Police Department
7. Fire Department
8. Parks Department

**PUBLIC COMMENT:**

**ADJOURNMENT:**

**PRESS SESSION:**

**NEXT MEETING: Tuesday, May 21, 2024 at 7:00 pm**

*The Town of Cedar Lake is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding accessibility of the meeting or the facilities, please contact the Cedar Lake Town Hall at (219) 374-7400.*

April 16, 2024

|                      |              |
|----------------------|--------------|
| ALL TOWN FUNDS       | \$276,741.42 |
| WASTEWATER OPERATING | \$153,481.75 |
| WATER UTILITY        | \$43,475.96  |
| STORM WATER          | \$8,234.65   |
| PAYROLL 4/11/24      | \$394,898.55 |
| MAR REMITTANCES      | \$182,876.37 |

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

**ORDINANCE NO.:** 1488

**AN ORDINANCE OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, ESTABLISHING REGULATIONS FOR BUS VEHICLES AND THE DISCHARGE OF PASSENGERS TO ENSURE THE HEALTH, SAFETY, AND WELFARE OF RESIDENTS AND VISITORS TO THE TOWN OF CEDAR LAKE, AND ALL MATTERS RELATED HERETO.**

**WHEREAS**, the Town of Cedar Lake, Lake County, Indiana (hereinafter, the “Town”), is a unit of local government in Lake County, Indiana, duly organized as a Municipal Corporation; and

**WHEREAS**, the Town is governed by a duly elected legislative body, the Town Council (hereinafter, the “Town Council”); and

**WHEREAS**, the Town Council of the Town is informed and advised that under the **HOME RULE GENERAL PROVISIONS** of the Indiana Code, and specifically the provisions of I.C. §36-1-3, that “The policy of the State is to grant units all the powers that they need for the effective operation of government as to local affairs.”, and further, is advised that pursuant to the provisions of I.C. §36-1-3, said **HOME RULE GENERAL PROVISIONS** are applicable to all units, including the Town of Cedar Lake; and

**WHEREAS**, the Town Council of the Town has been further informed and advised that the provisions of I.C. §36-1-3-3 provide the rule of construction to the Town Council that I.C. §36-1-3-3(b) provides that “Any doubt as to the existence of a power of a unit shall be resolved in favor of its existence.”; and

**WHEREAS**, the Town Council of the Town is aware of its responsibility for protecting the health, safety, welfare, and well-being of the residents of the Town; and

**WHEREAS**, the Town Council of the Town is authorized and vested with jurisdiction to adopt and enforce all required and necessary public safety Ordinances for protection and well-being of citizen residents of the Town; and

**WHEREAS**, the Town Council has been informed and advised that transport of passengers by way of bus vehicles has, and is, continuing to occur in nearby local units of government, including in local Towns and/or Villages nearby to the Town; further, the Town Council concurs and agrees that it is in the best interest of the Town, residents, employees, and visitors to establish regulations for the safe and orderly stopping, standing, and parking of unscheduled bus vehicles for the discharge of passengers in the Town; and

**WHEREAS**, the Town Council of the Town concurs and agrees further that the unloading of passengers from unscheduled or unplanned bus vehicles in inclement weather or severe weather conditions, or at varied unscheduled hours, days, or locations in the Town without a coordinated plan poses a significant threat to the health, welfare, well-being, and safety of such passengers; and



**WHEREAS**, the Town Council, of the Town, based upon its review and analysis, concurs that it is in the best interests of the health, safety, welfare, and well-being of the residents of the Town to establish regulations to ensure necessary Town services and programs are or can be prepared ahead of time, if appropriate, in advance of such discharge of passengers.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AS FOLLOW;**

**SECTION ONE:** The Town Council hereby concurs and agrees that all of the afore-mentioned Recital paragraphs contained in this Ordinance are true and correct, and as such, are hereby incorporated by reference hereto, and made a part hereof.

**SECTION TWO:** The Town Council now determines and declares that the regulations and requirements herein established are to protect and ensure the health, safety, welfare, and well-being of the residents of the Town, and are further undertaken in accordance with and pursuant to the exercise of the authority of the Town Council and the Town for such actions.

**SECTION THREE:** That the purpose of this Ordinance is to approve and adopt a Policy for the benefit of the Town, its employees, its residents, and visitors to the Town, and to authorize the Town Council President, Town Chief of Police, Town Manager, and their delegees, to undertake any and all action necessary to effectuate and carry out the Policy herein established.

**SECTION FOUR:** The Town Council hereby establishes regulations for scheduled buses and discharge of passengers, a copy of which is attached hereto, made a part hereof, and is incorporated herein as Exhibit "A" (the "Policy"), which Policy is hereby authorized and approved.

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

[SIGNATURES ON NEXT PAGE]

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

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

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

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

\_\_\_\_\_  
Nick Recupito, President

\_\_\_\_\_  
Greg Parker, Vice-President

\_\_\_\_\_  
Robert H. Carnahan, Member

\_\_\_\_\_  
Julie A. Rivera, Member

\_\_\_\_\_  
Chuck Becker, Member

\_\_\_\_\_  
Mary Joan Dickson, Member

\_\_\_\_\_  
Richard C. Thiel Jr., Member

**ATTEST:**

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

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1489

**AN ORDINANCE AMENDING TOWN ORDINANCE NO.: 1478, BEING: “AN ORDINANCE AMENDING TOWN ORDINANCE NO.: 1465, BEING “AN ORDINANCE ESTABLISHING CHAPTER 103 OF TITLE IX, AND AMENDING CHAPTER 99 OF TITLE IX, ENTITLED “GENERAL REGULATIONS”, PERTAINING TO POLICIES AND PROCEDURES FOR PERMITTING SPECIAL EVENTS WITHIN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, REPEALING ALL ORDINANCES AND TOWN CODE PROVISIONS, OR PARTS THEREOF, IN CONFLICT HEREWITH, AND ALL MATTERS RELATED THERETO.”; AND REPEALING ALL ORDINANCES AND TOWN CODE PROVISIONS, OR PARTS THEREOF, IN CONFLICT HEREWITH, AND ALL MATTERS RELATED THERETO.**

**WHEREAS**, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter the “Town Council”), on October 17, 2023, adopted its Town Ordinance No. 1478, being an Ordinance pertaining to policies and procedures for permitting special events within the Town of Cedar Lake, Lake County, Indiana; and

**WHEREAS**, the Town Council has further reviewed the adopted Town Ordinance No. 1478 pertaining to policies and procedures for permitting special events within the Town of Cedar Lake, Lake County, Indiana, including the provisions therein for the amount of time prior to said special event that a Special Event Permit application be filed with the Town; and

**WHEREAS**, the Town Council, upon its further review of Town Ordinance No. 1478, and specifically pertaining to policies and procedures for permitting special events within the Town of Cedar Lake, Lake County, Indiana, has determined that the provisions pertaining to the timeframe for application for such Special Event Permit should be amended for greater flexibility in undertaking review and administrative review of such Special Event Permit Applications; and

**WHEREAS**, the Town Council, based upon its further review, has now determined that the provisions of Town Ordinance No. 1478 pertaining to policies and procedures for permitting special events within the Town should be amended to authorize time processing and administrative review of Special Event Permit Applications; and

**WHEREAS**, the Town Council, based upon its assessment and determination of the lack of necessity at the present time of the established application schedule for Special Event Permits in the Town of Cedar Lake, agrees and concludes that such terms requiring that a Special Event Permit Application be filed at least thirty (30) days prior to said special event should be repealed, stricken, and withdrawn.

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

**SECTION ONE**: That Town Ordinance No. 1478, adopted by the Town Council of the Town of Cedar Lake, Lake County, Indiana, the seventeenth day of October, 2023, be, and the same is hereby amended to provide as follows in **SECTION ONE** of said Ordinance No. 1478 to read and provide hereafter, namely:



“**SECTION ONE:** That Town Ordinance No. 1465, adopted by the Town Council of the Town of Cedar Lake, lake County, Indiana, the first day of August, 2023, be amended to provide as follows in **SECTION TWO** of said Ordinance No. 1465 to read and provide hereafter as follows in this provision of **SECTION TWO:** as follows:

**Permit Required**

No person, firm, corporation, organization, entity, or association, foreign or domestic, shall operate or maintain, or permit the operation or maintenance of any Outdoor Events or Special Events, unless and until such person, firm, corporation, organization, entity, or association, foreign or domestic, has first been issued a Special Event Permit for such Outdoor Event or Special Event, as hereinafter provided. The Special Event Permit to be used shall be in a form prescribed by the Town and shall be made available to the Public by the Town, available through the Town Manager’s Office. Approval of the Outdoor Event or Special Event shall be expressly subject to the terms and conditions listed with the Special Event Permit. The Special Event Permit shall be filed prior to the Outdoor Event or Special Event occurring and processed and administered in a business-like manner by the Town Administrative Staff under supervision of the Town Manager, in no less than \_\_\_\_\_ ( ) days. The Special Event Permit, once approved by the Town Manager, and issued, may be established to allow said Special Event to occur on more than one occasion pursuant to an established schedule, said schedule having been submitted with the Special Event Permit Application. Scheduling and calendaring of events, and conditions required by the Town, shall be in the sole discretion of the Town, so as to ensure proper public safety, security, and oversight for the Outdoor Event(s) or Special Event(s).”

**SECTION TWO:** That all existing Ordinances, and Town Code provisions, or parts thereof, in conflict with the provisions of this Amendatory Ordinance, are hereby deemed null, void, and of no legal effect, and are specifically repealed. Further, that all other remaining terms and provisions of Town Ordinance No. 1478 not repealed, stricken, or withdrawn by this Amendatory Ordinance, are hereby ratified, and reaffirmed herein.

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

**SECTION FOUR:** That this Amendatory 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, and publication in conformance with applicable law.

**THIS SPACE INTENTIONALLY LEFT BLANK**

ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, A MUNICIPAL CORPORATION, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

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

By: \_\_\_\_\_  
Nick Recupito, President

\_\_\_\_\_  
Greg Parker, Vice-President

\_\_\_\_\_  
Robert H. Carnahan, Member

\_\_\_\_\_  
Julie A. Rivera, Member

\_\_\_\_\_  
Chuck Becker, Member

\_\_\_\_\_  
Mary Joan Dickson, Member

\_\_\_\_\_  
Richard C. Thiel, Jr., Member

ATTEST:

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

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

**RESOLUTION NO. 1352**

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

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

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

**GENERAL FUND [REDACTED] TOTAL TRANSFERS \$10,000.00**

Town Council 002    Total Transfers \$10,000  
\$ 10,000.00 From [REDACTED] – Group Health    To: [REDACTED] – Prop & Casualty

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA THIS 16<sup>th</sup> DAY OF APRIL, 2024**

\_\_\_\_\_  
Nick Recupito, President

\_\_\_\_\_  
Greg Parker, Vice President

\_\_\_\_\_  
Robert H. Carnahan

\_\_\_\_\_  
Julie Rivera

\_\_\_\_\_  
Chuck Becker

\_\_\_\_\_  
Mary Joan Dickson

Attest:

\_\_\_\_\_  
Richard C. Thiel Jr.

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

STATE OF INDIANA )  
 )  
COUNTY OF LAKE )

BEFORE THE BOARD OF ZONING  
SS: APPEALS OF THE TOWN OF CEDAR  
LAKE, LAKE COUNTY, INDIANA

**CERTIFICATION**

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

**PETITIONER: BRIAN KUBAL**

**OWNER:** [REDACTED]

**PROPERTY VICINITY** [REDACTED]

**PETITION FOR VARIANCE OF USE  
BZA CASE #2024-12**

Pursuant to the provisions of applicable law, the Board of Zoning Appeals of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the “BZA”), by its duly designated representative, CERTIFIES its FAVORABLE RECOMMENDATION to the Cedar Lake Town Council on the application of Owner, for and on behalf of Petitioner, Brian Kubal, for the **Variance of Use** being applied for from Town Zoning Ordinance No. 1402 Chapter 7.2 B-2 Community Business Zoning District, as same is amended from time to time, to permit the Petitioner to continue the use of a parking lot in a B-2 Zoning District classification parcel. The property’s common address [REDACTED] and is legally described as:

Legal Description:

LOTS 15 TO 22, BOTH INCLUSIVE, IN BLOCK 6, IN PLAT “BA”, THE SHADES, IN THE TOWN OF CEDAR LAKE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 12, PAGE 7, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Tax Key Number(s): 45-15-23-454-036.000-043; 45-15-23-454-001.000-043

This FAVORABLE RECOMMENDATION Certification of the BZA to the Town Council is approved by a vote of 5 in favor, and 0 against, upon motion duly made and seconded, and is expressly contingent upon the following terms and conditions imposed and included by the BZA at the public hearing held on April 11, 2024, for the **Variance of Use** applied for, namely:

- A. Compliance with all commitments and obligations of the Petitioner and Owner agreed upon in the public hearing proceedings, and as reflected in the public meeting minutes wherein the public hearing was conducted, with a copy of the excerpt of the approved public meeting minutes in which this approved Petition was held on April 11, 2024, attached

hereto as Exhibit “A”.

- B. Compliance with all commitments set forth and provided to the BZA whether in the Petition(s), or Public Hearings/Public Meetings, as provided for in the approved BZA Public Meeting Minutes, are required to be fulfilled and completed by the Petitioner and Owner.
- C. Compliance by the Petitioner and Owner with the Petition herein, with a copy of which said Petition is attached as Exhibit “B”.
- D. Compliance with all Staff Review Recommendations for the Petitioner, including Engineering, if applicable.
- E. That this Favorable Recommendation Certification on the Petition for Variance of Use is based upon the Findings of Fact, namely:
  - 1. That a second residential use of an in-law suite is recommended to be approved following this Public Hearing proceedings;
  - 2. That approval consideration is recommended based on the evidence in the proceedings herein;
  - 3. That approval will not be injurious to the public health, safety, morals, and general welfare of the Town;
  - 4. That use and value of the area adjacent to the property included in the Variance of Use will not be affected in a substantially adverse manner;
  - 5. That the need for the Variance of Use arises from identified conditions peculiar to the property involved;
  - 6. That the strict application of the terms of the Zoning Ordinance, as amended from time to time, will constitute an unnecessary hardship if applied to the property for which the Variance(s) of Use are sought;
  - 7. That approval does not interfere substantially with the Comprehensive Master Plan of the Town.

TOWN OF CEDAR LAKE, LAKE  
COUNTY, INDIANA BOARD OF  
ZONING APPEALS

By: \_\_\_\_\_  
John Kiepura, Chairman

ATTEST:

\_\_\_\_\_  
Cheryl Hajduk, Recording Secretary



DISBURSEMENT OF FUNDS  
FROM 2022B CONSTRUCTION FUND # [REDACTED]

Requisition No. 11

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 **\$727,052.12** 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<br>LLC<br>8561 N County Rd 175 E<br>Springport, IN 47386 | Design/Construction/OR<br>Contract Draw #9 – 04/01/2024 | \$727,052.12  |
|   |   |               |
|   |   |               |
|   |   |               |
|   |   |               |
|   |   |               |
|   |   |               |
|   |   |               |
|   |   |               |
| <b>Total:</b>   |   | \$727,052.12  |



April 9, 2024

Town of Cedar Lake  
Attn: [REDACTED] Town Manager

PROJECT: Cedar Lake Public Safety Complex—Fire Headquarters  
GM Development, Disbursement Request 04/01/2024

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 04/01/2024 in the amount of \$727,052.12. This amount is to be drawn from the bond proceeds: **\$727,052.12 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 \$727,052.12.**

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

**Comments:**

1. The invoiced amounts generally agree with progress in the field. Sizeable items billed in this application include Waterproofing, Roofing, Masonry Veneer, Carpentry, Door Frames and Hardware, Metal Studs/Drywall, Plumbing, HVAC, and Electrical. Percentages billed are appropriate at this time.
2. Bifold Doors at Apparatus Bay (Alternate 1) are billed to 73.87%, which is appropriate.
3. General Conditions, Construction Management, and Overhead and Profit are billed to 65-67%. These amounts seem appropriate at this time and reasonably correspond to overall total project billing of 62.55%.
4. As this disbursement request only applies to the Fire Headquarters, 100% (\$727,052.12) 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-04/01/2024. Please contact me with any questions or comments you may have.

Sincerely,



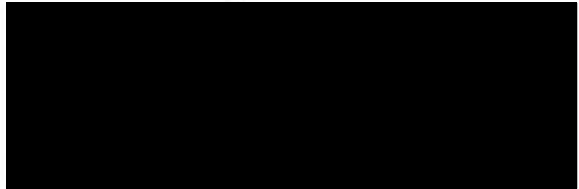
Lance Snedeker  
Veridus Group

### Disbursement Request

The undersigned hereby states and certifies that:

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

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



Date: 4/1/2024

Schedule 1

PROJECT FUND DISBURSEMENTS

| <u>Item Number</u> | <u>Payee Name and Address</u>  | <u>Purpose of Obligation</u> | <u>Amount</u> |
|--------------------|--|------------------------------|---------------|
| 1                  | GM Development Companies LLC<br>8561 N County Rd 175 E<br>Springport, IN 47386 | Construction/Design          | \$727,052.12  |

# Cedar Lake Fire Dept HQ and Police Dept HQ

## Request for Payment

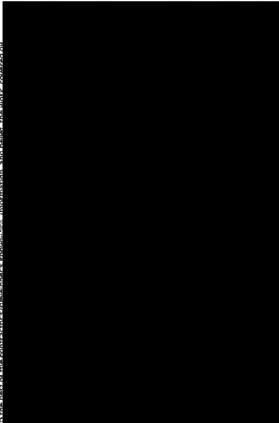
Date: 4/1/2024 From: GM Development Companies LLC  
8561 N 175 E., Springport, IN 47386

To: Town of Cedar Lake, Indiana

|                              |                 |  |
|------------------------------|-----------------|--|
| Original Contract Amount:    | \$15,575,000.00 |  |
| Approved Changes:            | \$0.00          |  |
| Revised Contract Amount:     | \$15,575,000.00 |  |
| Contract Completed to Date:  | \$9,755,899.54  |  |
| Less Previous Requests:      | -\$8,731,032.20 |  |
| Current Request for Payment: | \$1,024,867.34  |  |
| Current Billing:             | \$5,819,100.46  |  |
| Remaining Contract to Bill:  | \$1,024,867.34  |  |

Check Number with SOV: \$ 5,819,100.46

The undersigned certifies that the information provided herein is true and correct. This Request for Payment has been prepared in accordance with the terms of the contract and the information which previous Requests for Payment were issued, if any.



# Cedar Lake Fire Dept HQ and Police Dept HQ

## Schedule of Values

| Item #                      | Description of Expense                             | Budget        | Preconstruction Draws | Draw 1      | Draw 2      | Draw 3      | Draw 4      | Draw 5      | Draw 6      | Draw 7      | Draw 8      | Draw 9      | Draw 10     | Total Paid to Date | Total Remaining | % Complete |
|-----------------------------|--|---------------|-----------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------------|-----------------|------------|
| <b>Police Department HQ</b> |  |               |                       |             |             |             |             |             |             |             |             |             |             |                    |                 |            |
| 15                          | Design fees (K2M)                                  | \$ 451,566.59 | \$ 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 | \$ 389,757.86      | \$ 61,808.73    | 86.31%     |
| 25                          | Design Reimbursables (K2M)                         | \$ 1,880.00   | \$ 1,244.25           |             |             |             |             |             |             |             |             |             |             | \$ 1,280.03        | \$ 599.97       | 68.09%     |
| 35                          | Town Contingency                                   | \$ 62,500.00  |                       | \$ 5,363.96 |             |             |             |             |             |             |             |             |             | \$ 5,363.96        | \$ 56,136.04    | 8.50%      |
| 45                          | Permits/Utilities/Misc                             | \$ 7,520.00   |                       |             |             |             |             |             |             |             |             |             |             | \$ 7,520.00        | \$ 0.00         | 100.00%    |
| 55                          | Exterior Signage                                   | \$ 110,938.80 |                       |             |             |             |             |             |             |             |             |             |             | \$ 110,938.80      | \$ 0.00         | 100.00%    |
| 65                          | Technology/IT/AV/Telcom                            | \$ 160,735.15 |                       |             |             |             |             |             |             |             |             |             |             | \$ 160,735.15      | \$ 0.00         | 100.00%    |
| 75                          | FF&E   | \$ 5,193.85   |                       |             |             |             |             |             |             |             |             |             |             | \$ 5,193.85        | \$ 0.00         | 100.00%    |
| 76                          | Evidence Storage (Air Science)                     | \$ 204,209.26 |                       |             |             |             |             |             |             |             |             |             |             | \$ 199,015.41      | \$ 5,193.85     | 97.46%     |
| 90                          | Site Demolition and Earthwork                      | \$ 74,841.58  |                       |             |             |             |             |             |             |             |             |             |             | \$ 74,841.58       | \$ 0.00         | 100.00%    |
| 100                         | Asphalt Paving                                     | \$ 52,792.28  |                       |             |             |             |             |             |             |             |             |             |             | \$ 50,469.43       | \$ 2,322.85     | 95.60%     |
| 110                         | Storm Sewer  | \$ 78,537.00  |                       |             |             |             |             |             |             |             |             |             |             | \$ 73,181.86       | \$ 5,355.14     | 93.18%     |
| 120                         | Site Utilities                                     | \$ 1,658.01   |                       |             |             |             |             |             |             |             |             |             |             | \$ 1,658.01        | \$ 0.00         | 100.00%    |
| 130                         | Reserved for Future Use                            | \$ 1,613.77   |                       |             |             |             |             |             |             |             |             |             |             | \$ 1,613.77        | \$ 0.00         | 100.00%    |
| 140                         | Lime Stabilization/Unstable Soil Removal Allowance | \$ 170,885.95 |                       |             |             |             |             |             |             |             |             |             |             | \$ 128,786.56      | \$ 41,919.39    | 75.44%     |
| 150                         | Surveying/Staking                                  | \$ 8,666.80   |                       |             |             |             |             |             |             |             |             |             |             | \$ 8,666.80        | \$ 0.00         | 100.00%    |
| 160                         | Landscaping  | \$ 18,102.90  |                       |             |             |             |             |             |             |             |             |             |             | \$ 18,102.90       | \$ 0.00         | 100.00%    |
| 170                         | Fencing and Gates                                  | \$ 6,016.00   |                       |             |             |             |             |             |             |             |             |             |             | \$ 6,016.00        | \$ 0.00         | 100.00%    |
| 180                         | Site Concrete                                      | \$ 159,134.86 |                       |             |             |             |             |             |             |             |             |             |             | \$ 159,134.86      | \$ 0.00         | 100.00%    |
| 190                         | Retaining Walls                                    | \$ 70,030.00  |                       |             |             |             |             |             |             |             |             |             |             | \$ 70,030.00       | \$ 0.00         | 100.00%    |
| 200                         | Site Furnishings                                   | \$ 478.27     |                       |             |             |             |             |             |             |             |             |             |             | \$ 478.27          | \$ 0.00         | 100.00%    |
| 210                         | Site Signage and Striping                          | \$ 1,658.01   |                       |             |             |             |             |             |             |             |             |             |             | \$ 1,658.01        | \$ 0.00         | 100.00%    |
| 220                         | Brick Pavers                                       | \$ 1,613.77   |                       |             |             |             |             |             |             |             |             |             |             | \$ 1,613.77        | \$ 0.00         | 100.00%    |
| 230                         | Building Concrete                                  | \$ 170,885.95 |                       |             |             |             |             |             |             |             |             |             |             | \$ 128,786.56      | \$ 41,919.39    | 75.44%     |
| 240                         | Structural Masonry                                 | \$ 144,309.55 |                       |             |             |             |             |             |             |             |             |             |             | \$ 138,901.61      | \$ 5,407.94     | 96.25%     |
| 250                         | Steel Fabrication and Erection                     | \$ 241,081.53 |                       |             |             |             |             |             |             |             |             |             |             | \$ 208,151.55      | \$ 32,929.98    | 86.34%     |
| 260                         | Rough Carpentry                                    | \$ 21,730.29  |                       |             |             |             |             |             |             |             |             |             |             | \$ 11,954.66       | \$ 9,775.63     | 55.01%     |
| 270                         | Damproofing/Waterproofing/Air Barrier              | \$ 25,432.11  |                       |             |             |             |             |             |             |             |             |             |             | \$ 13,465.05       | \$ 11,967.06    | 52.95%     |
| 280                         | Roofing  | \$ 139,941.59 |                       |             |             |             |             |             |             |             |             |             |             | \$ 139,941.59      | \$ 0.00         | 100.00%    |
| 290                         | Reinforce Exterior Panel System                    | \$ 82,939.96  |                       |             |             |             |             |             |             |             |             |             |             | \$ 82,939.96       | \$ 0.00         | 100.00%    |
| 300                         | Aluminum, Glass, Glazing                           | \$ 69,745.23  |                       |             |             |             |             |             |             |             |             |             |             | \$ 69,745.23       | \$ 0.00         | 100.00%    |
| 310                         | Masonry Veneer                                     | \$ 146,620.23 |                       |             |             |             |             |             |             |             |             |             |             | \$ 146,620.23      | \$ 0.00         | 100.00%    |
| 320                         | Roof Specialties and Accessories                   | \$ 3,587.04   |                       |             |             |             |             |             |             |             |             |             |             | \$ 3,587.04        | \$ 0.00         | 100.00%    |
| 330                         | Carpentry Installation                             | \$ 49,458.51  |                       |             |             |             |             |             |             |             |             |             |             | \$ 49,458.51       | \$ 0.00         | 100.00%    |
| 340                         | Architectural Millwork - Supply                    | \$ 33,708.21  |                       |             |             |             |             |             |             |             |             |             |             | \$ 33,708.21       | \$ 0.00         | 100.00%    |
| 350                         | HM Frames, W/D/HM Doors and Hardware - Supply      | \$ 46,690.66  |                       |             |             |             |             |             |             |             |             |             |             | \$ 46,690.66       | \$ 0.00         | 100.00%    |
| 360                         | Access Doors and Frames - Supply                   | \$ 1,514.53   |                       |             |             |             |             |             |             |             |             |             |             | \$ 1,514.53        | \$ 0.00         | 100.00%    |
| 370                         | Metal Stud/Drywall/Insulation/Ceiling Package      | \$ 204,352.87 |                       |             |             |             |             |             |             |             |             |             |             | \$ 146,538.93      | \$ 57,813.94    | 70.72%     |
| 380                         | FRP/Resin/Protection Panels                        | \$ 318.85     |                       |             |             |             |             |             |             |             |             |             |             | \$ 318.85          | \$ 0.00         | 100.00%    |
| 390                         | Flooring   | \$ 63,350.31  |                       |             |             |             |             |             |             |             |             |             |             | \$ 63,350.31       | \$ 0.00         | 100.00%    |
| 400                         | Painting   | \$ 38,945.29  |                       |             |             |             |             |             |             |             |             |             |             | \$ 38,945.29       | \$ 0.00         | 100.00%    |
| 410                         | Signage Package - Supply                           | \$ 26,137.56  |                       |             |             |             |             |             |             |             |             |             |             | \$ 26,137.56       | \$ 0.00         | 100.00%    |
| 420                         | Toilet Partitions - Supply                         | \$ 2,391.36   |                       |             |             |             |             |             |             |             |             |             |             | \$ 2,391.36        | \$ 0.00         | 100.00%    |
| 430                         | Toilet Accessories - Supply                        | \$ 1,053.00   |                       |             |             |             |             |             |             |             |             |             |             | \$ 1,053.00        | \$ 0.00         | 100.00%    |
| 440                         | Wall Protection and Corner Guards - Supply         | \$ 647.66     |                       |             |             |             |             |             |             |             |             |             |             | \$ 647.66          | \$ 0.00         | 100.00%    |
| 450                         | Fire Extinguishers and Cabinets - Supply           | \$ 807.08     |                       |             |             |             |             |             |             |             |             |             |             | \$ 807.08          | \$ 0.00         | 100.00%    |
| 460                         | Window Shades and Curtains                         | \$ 3,938.57   |                       |             |             |             |             |             |             |             |             |             |             | \$ 3,938.57        | \$ 0.00         | 100.00%    |
| 470                         | Flagpoles  | \$ 8,967.60   |                       |             |             |             |             |             |             |             |             |             |             | \$ 8,967.60        | \$ 0.00         | 100.00%    |
| 480                         | Roof Fall Protection System                        | \$ 2,391.36   |                       |             |             |             |             |             |             |             |             |             |             | \$ 2,391.36        | \$ 0.00         | 100.00%    |
| 490                         | Reserved for Future Use                            | \$ 64,149.83  |                       |             |             |             |             |             |             |             |             |             |             | \$ 64,149.83       | \$ 0.00         | 100.00%    |
| 500                         | Fire Sprinkler/Suppression Systems                 | \$ 198,561.00 |                       |             |             |             |             |             |             |             |             |             |             | \$ 198,561.00      | \$ 0.00         | 100.00%    |
| 510                         | Plumbing Systems                                   | \$ 421,669.21 |                       |             |             |             |             |             |             |             |             |             |             | \$ 421,669.21      | \$ 0.00         | 100.00%    |
| 520                         | HVAC Systems                                       | \$ 511,515.83 |                       |             |             |             |             |             |             |             |             |             |             | \$ 511,515.83      | \$ 0.00         | 100.00%    |
| 530                         | Electrical Systems                                 | \$ 12,408.00  |                       |             |             |             |             |             |             |             |             |             |             | \$ 12,408.00       | \$ 0.00         | 100.00%    |
| 540                         | Construction Testing                               | \$ 28,200.00  |                       |             |             |             |             |             |             |             |             |             |             | \$ 28,200.00       | \$ 0.00         | 100.00%    |
| 550                         | Alternates   | \$ 51,268.00  |                       |             |             |             |             |             |             |             |             |             |             | \$ 51,268.00       | \$ 0.00         | 100.00%    |
| 560                         | Allowance #1 - Winter Conditions                   | \$ 51,268.00  |                       |             |             |             |             |             |             |             |             |             |             | \$ 51,268.00       | \$ 0.00         | 100.00%    |
| 570                         | Allowance #2 - Sanitary and Water Tap Fees         | \$ 375,940.84 |                       |             |             |             |             |             |             |             |             |             |             | \$ 375,940.84      | \$ 0.00         | 100.00%    |
| 580                         | General Conditions/General Requirements            | \$ 143,600.04 |                       |             |             |             |             |             |             |             |             |             |             | \$ 143,600.04      | \$ 0.00         | 100.00%    |
| 590                         | Insurance and Bond                                 | \$ 240,614.41 |                       |             |             |             |             |             |             |             |             |             |             | \$ 240,614.41      | \$ 0.00         | 100.00%    |
| 600                         | Construction Management/Direct Labor               | \$ 216,162.69 |                       |             |             |             |             |             |             |             |             |             |             | \$ 216,162.69      | \$ 0.00         | 100.00%    |
| 610                         | Retention  | \$ 30,401.99  |                       |             |             |             |             |             |             |             |             |             |             | \$ 30,401.99       | \$ 0.00         | 100.00%    |
| 625                         | Overhead and Profit                                | \$ 30,401.99  |                       |             |             |             |             |             |             |             |             |             |             | \$ 30,401.99       | \$ 0.00         | 100.00%    |
| 635                         | Owner's Representative (Veridus)                   | \$ 30,401.99  |                       |             |             |             |             |             |             |             |             |             |             | \$ 30,401.99       | \$ 0.00         | 100.00%    |
| 645                         | Reserved for Future Use                            | \$ 30,401.99  |                       |             |             |             |             |             |             |             |             |             |             | \$ 30,401.99       | \$ 0.00         | 100.00%    |

| 650 Police Department Total:                            |  | \$ 5,356,036.48 | \$ 336,533.93 | \$ 431,136.98 | \$ 283,568.63 | \$ 284,940.68 | \$ 320,930.66 | \$ 417,457.86 | \$ 443,851.15 | \$ 228,586.95 | \$ 309,975.99 | \$ 297,813.22 | \$ 1,992,238.43 | \$ 3,363,738.05 | \$ 1,992,238.43 | 62.80%  |
|---|--|-----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|-----------------|-----------------|-----------------|---------|
| <b>Fire Department HQ</b>                               |  |                 |               |               |               |               |               |               |               |               |               |               |                 |                 |                 |         |
| 1005 Design Fees (K2M)                                  |  | \$ 749,408.39   | \$ 583,833.92 | \$ 12,214.80  | \$ 12,214.80  | \$ 12,214.80  | \$ 12,214.80  | \$ 12,214.80  | \$ 12,214.80  | \$ 12,214.80  | \$ 12,214.80  | \$ 12,214.80  | \$ 12,214.80    | \$ 693,767.12   | \$ 55,641.26    | 92.58%  |
| 1015 Design Reimbursements (K2M)                        |  | \$ 3,120.00     | \$ 2,064.95   |               |               |               |               |               |               |               |               |               |                 | \$ 2,134.84     | \$ 995.16       | 68.10%  |
| 1025 Town Contingency                                   |  | \$ 62,500.00    |               |               |               |               |               |               |               |               |               |               |                 | \$ 62,500.00    |                 | 100.00% |
| 1035 Permits/Utilities                                  |  | \$ 8,901.89     |               |               |               |               |               |               |               |               |               |               |                 | \$ 8,901.89     |                 | 100.00% |
| 1045 Exterior Signage                                   |  | \$ 12,480.00    |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1055 Technology/IT/AV/Telecom                           |  | \$ 184,111.20   |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1065 FF&E   |  | \$ 103,038.25   |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1066 Bradford Systems                                   |  | \$ 53,256.56    |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1067 BGI Fitness  |  | \$ 28,308.50    |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1068 Dinges Decon/Lockers                               |  | \$ 32,624.85    |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1069 MacQueen SCBA                                      |  | \$ 55,903.84    |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1071 Grand Appliance                                    |  | \$ 18,580.00    |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1080 Site Demolition and Earthwork                      |  | \$ 496,964.30   |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1090 Asphalt Paving                                     |  | \$ 123,209.42   |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1100 Storm Sewer  |  | \$ 87,612.72    |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1110 Site Utilities                                     |  | \$ 130,338.00   |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1120 Reserved for Future Use                            |  |                 |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1130 Lime Stabilization/Unstable Soil Removal Allowance |  | \$ 90,004.51    |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1140 Surveying/Staking                                  |  | \$ 14,383.20    |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1150 Landscaping  |  | \$ 30,043.10    |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1160 Fencing and Gates                                  |  | \$ 9,984.00     |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1170 Site Concrete                                      |  | \$ 264,096.14   |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1180 Retaining Walls                                    |  | \$ 116,220.00   |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1190 Site Furnishings                                   |  | \$ 793.73       |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1200 Site Signage and Striping                          |  | \$ 2,751.59     |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1210 Brick Pavers                                       |  | \$ 2,678.17     |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1220 Building Concrete                                  |  | \$ 283,266.00   |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1230 Precast Hollow Core (Mezzanine)                    |  | \$ 24,274.00    |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1240 Structural Masonry                                 |  | \$ 239,493.45   |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1250 Steel Fabrication and Erection                     |  | \$ 533,071.47   |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1260 Rough Carpentry                                    |  | \$ 36,063.00    |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1270 Dampproofing/Waterproofing/Air Barrier             |  | \$ 42,206.49    |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1280 Roofing  |  | \$ 232,245.49   |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1290 Rainscreen Exterior Panel System                   |  | \$ 137,645.04   |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1300 Aluminum, Glass, Glazing                           |  | \$ 114,084.51   |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1310 Masonry Veneer                                     |  | \$ 509,284.65   |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1320 Roof Specialties and Accessories                   |  | \$ 5,952.96     |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1330 Carpentry Installation                             |  | \$ 82,080.07    |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1340 Architectural Millwork - Supply                    |  | \$ 55,941.29    |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1350 HM Frames, WD/HM Doors and Hardware - Supply       |  | \$ 210,465.34   |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1360 Overhead Coiling/Sectional Doors                   |  | \$ 202,274.50   |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1370 Access Doors and Frames - Supply                   |  | \$ 2,513.47     |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1380 Metal Studs/Dryswall/Insulation/Ceiling Package    |  | \$ 395,138.81   |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1390 FRP/Resin/Protection Panels                        |  | \$ 529.15       |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1400 Flooring   |  | \$ 105,134.57   |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1410 Apparatus Bay Floor - Sealed Concrete              |  | \$ 2,877.90     |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1420 Painting   |  | \$ 64,632.61    |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1430 Signage Package - Supply                           |  | \$ 43,377.24    |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1440 Toilet Partitions - Supply                         |  | \$ 3,968.64     |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1450 Toilet Accessories - Supply                        |  | \$ 1,747.52     |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1460 Wall Protection and Corner Guards - Supply         |  | \$ 1,074.84     |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1470 Fire Extinguishers and Cabinets - Supply           |  | \$ 1,339.42     |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1480 Reserved for Future Use                            |  |                 |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1490 Window Shades and Curtains                         |  | \$ 6,536.35     |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1500 Frigpiles  |  | \$ 14,882.40    |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1510 Roof Fall Protection System                        |  | \$ 3,968.64     |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1520 Fire Pole and Guardrail System                     |  | \$ 79,500.00    |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1530 Sauna  |  | \$ 21,200.00    |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1540 Reserved for Future Use                            |  |                 |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1550 Kitchen Range Hood w/Ansul System                  |  | \$ 7,950.00     |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1560 Fire Sprinkler/Suppression Systems                 |  | \$ 106,465.41   |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1570 Plumbing Systems                                   |  | \$ 329,526.76   |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1580 HVAC Systems                                       |  | \$ 897,791.46   |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1590 Electrical Systems                                 |  | \$ 848,898.60   |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1600 Construction Testing                               |  | \$ 20,592.00    |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1610 Alternate 1 - Bidfront Doors at Apparatus Bay      |  | \$ 147,226.00   |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1611 Alternate 2 - Radiant Floor Heat at Apparatus Bay  |  | \$ 62,200.00    |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1612 Alternate 3 - Epoxy Floor Coating at Apparatus Bay |  | \$ 67,420.00    |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1620 Allowance #1 - Winter Conditions                   |  | \$ 46,800.00    |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |
| 1630 Allowance #2 - Sanitary and Water Tap Fees         |  | \$ 96,886.00    |               |               |               |               |               |               |               |               |               |               |                 |                 |                 | 0.00%   |



|        |  |                  |                |                 |                |                |                |                 |                 |                |                |                 |                 |         |
|--------|--|------------------|----------------|-----------------|----------------|----------------|----------------|-----------------|-----------------|----------------|----------------|-----------------|-----------------|---------|
| 1640   | General Conditions/General Requirements        | \$ 599,126.16    | \$ 86,711.46   | \$ 50,917.70    | \$ 15,905.47   | \$ 28,614.37   | \$ 40,099.63   | \$ 51,746.54    | \$ 36,848.88    | \$ 35,450.33   | \$ 46,213.13   | \$ 392,507.51   | \$ 206,618.65   | 65.51%  |
| 1650   | Insurance and Bond                             | \$ 238,314.95    | \$ 238,314.95  |                 |                |                |                |                 |                 |                |                | \$ 238,314.95   | \$ -            | 100.00% |
| 1660   | Construction Management/Direct Labor           | \$ 399,317.59    | \$ 32,904.29   | \$ 23,303.49    | \$ 24,423.04   | \$ 27,242.00   | \$ 41,951.67   | \$ 38,008.32    | \$ 20,039.69    | \$ 27,192.45   | \$ 31,175.17   | \$ 266,240.12   | \$ 133,077.47   | 66.67%  |
| 1670   | Retainage                                      |                  | \$ (17,782.89) | \$ (22,692.13)  | \$ (28,668.39) | \$ (71,779.78) | \$ (47,444.79) | \$ (56,777.80)  | \$ (19,361.01)  | \$ (27,397.33) | \$ (34,081.38) | \$ (263,983.50) | \$ 263,983.50   | #DIV/0! |
| 1685   | Overhead and Profit                            | \$ 359,775.31    | \$ 29,802.12   | \$ 18,970.61    | \$ 18,513.93   | \$ 23,223.89   | \$ 39,663.84   | \$ 32,418.23    | \$ 19,089.02    | \$ 23,993.13   | \$ 30,440.02   | \$ 235,834.79   | \$ 123,960.52   | 65.55%  |
| 1695   | Owner's Representative (Veridus)               | \$ 159,998.01    | \$ 10,973.19   | \$ 7,195.54     | \$ 7,069.47    | \$ 7,195.54    |                | \$ 8,644.31     | \$ 11,160.00    | \$ 11,160.00   | \$ 11,974.29   | \$ 82,439.11    | \$ 77,158.90    | 51.65%  |
| 1705   | Owner's Representative Reimbursables (Veridus) | \$ 5,000.00      | \$ 775.52      | \$ 749.32       | \$ 741.46      | \$ 374.66      |                | \$ 374.66       | \$ 876.31       | \$ 506.52      | \$ 226.89      | \$ 5,000.00     | \$ -            | 100.00% |
| 1715   | Reserved for Future Use                        |                  |                |                 |                |                |                |                 |                 |                |                | \$ -            | \$ -            | #DIV/0! |
| 1720   | Fire Department Total:                         | \$ 1,021,863.52  | \$ 597,647.58  | \$ 470,151.84   | \$ 459,310.77  | \$ 570,884.51  | \$ 953,329.60  | \$ 807,561.15   | \$ 477,181.51   | \$ 593,172.87  | \$ 777,052.12  | \$ 6,392,101.49 | \$ 3,826,862.03 | 62.55%  |
| Total: |  | \$ 15,575,000.00 | \$ 934,181.51  | \$ 1,166,946.52 | \$ 753,720.47  | \$ 744,251.45  | \$ 900,815.17  | \$ 1,370,787.46 | \$ 1,251,412.30 | \$ 705,768.46  | \$ 903,148.86  | \$ 1,024,867.34 | \$ 5,819,100.46 | 62.64%  |

### DRAW SCHEDULE

Cedar Lake Fire Department HQ

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

### 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 |              | \$1,992,238.43    |
| Jun-24 |              | \$1,992,238.43    |
| Jul-24 |              | \$1,992,238.43    |
| Aug-24 |              | \$1,992,238.43    |

### DRAW SCHEDULE

Combined

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

## CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Cedar Lake Firestation  
Cedar Lake, Indiana

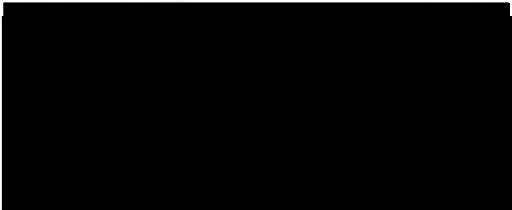
On receipt by the undersigned of a check from the Town of Cedar Lake, Indiana, in the sum of SEVEN HUNDRED TWENTY SEVEN THOUSAND FIFTY TWO DOLLARS AND TWELVE CENTS (\$727,052.12) payable to GM Development Companies LLC, and when the check has been properly endorsed and has been paid by the bank on which 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 4/1/2024 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.

4/1/2024

Date



Greg Martz, Sole Member

Name and Title

DISBURSEMENT OF FUNDS  
FROM 2022A CONSTRUCTION FUND [REDACTED]

Requisition No. 12

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 **\$297,815.22** 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<br>LLC<br>8561 N County Rd 175 E<br>Springport, IN 47386 | Design/Construction<br>Contract Draw #9, 04/01/2024 | \$297,815.22  |
|   |   |               |
|   |   |               |
|   |   |               |
|   |   |               |
|   |   |               |
|   |   |               |
|   |   |               |
|   |   |               |
| <b>Total:</b>   |   | \$297,815.22  |



April 9, 2024

Town of Cedar Lake

Attn: [REDACTED] Town Manager

PROJECT: Cedar Lake Public Safety Complex—Police Headquarters  
GM Development, Disbursement Request 04/01/2024

Dear [REDACTED]

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 04/01/2024 in the amount of \$297,815.22. This amount is to be drawn from the bond proceeds: **\$297,815.22 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 \$297,815.22.**

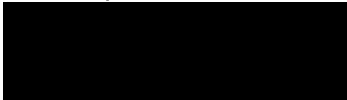
In accordance with the Contract Documents and the Agreement, this Disbursement Request includes costs incurred by the developer to date in construction of the police headquarters. Veridus submits to the Town that based upon site visits, digital communications, and the data comprising the provided invoice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

**Comments:**

1. The invoiced amounts generally agree with progress in the field. Sizeable items billed in this application include Masonry Veneer, Metal Studs/Drywall, Fire Suppression, Plumbing, HVAC, and Electrical. Percentages billed are appropriate at this time.
2. General Conditions and Construction Management are billed to 63% & 65%, respectively, which is reasonable at this time. Overhead and Profit is at 61%. These amounts seem appropriate and reasonably correspond to the overall total project billing of 62.8%.
3. As this disbursement request only applies to the Police Headquarters, 100% (\$297,815.22) 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-04/01/2024. Please contact me with any questions or comments you may have.

Sincerely,



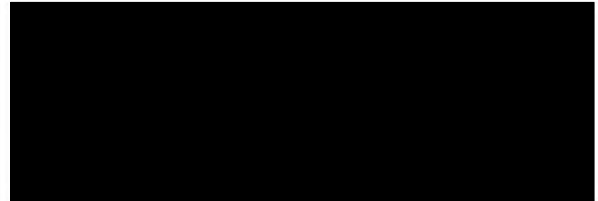
Lance Snedeker  
Veridus Group

### Disbursement Request

The undersigned hereby states and certifies that:

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

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



Date:4/1/2024

Schedule 1

PROJECT FUND DISBURSEMENTS

| <u>Item Number</u> | <u>Payee Name and Address</u>  | <u>Purpose of Obligation</u> | <u>Amount</u> |
|--------------------|--|------------------------------|---------------|
| 1                  | GM Development Companies LLC<br>8561 N County Rd 175 E<br>Springport, IN 47386 | Construction/Design          | \$297,815.22  |



# Cedar Lake Fire Dept HQ and Police Dept HQ

## Request for Payment

To: Town of Cedar Lake, Indiana

From: GM Development Companies LLC  
8561 N 175 E., Springport, IN 47386

Date: 4/1/2024

|                              |                       |                 |
|------------------------------|-----------------------|-----------------|
| Original Contract Amount:    | \$15,575,000.00       | \$0.00          |
| Approved Changes:            |                       | \$15,575,000.00 |
| Revised Contract Amount:     |                       |                 |
| Contract Completed to Date:  | \$9,755,899.54        |                 |
| Less Previous Requests:      | -\$8,793,032.20       |                 |
| Current Request for Payment: | <u>\$1,024,867.34</u> |                 |
| Current Billing:             |                       |                 |
| Remaining Contract to Bill:  | \$5,819,100.46        | \$1,024,867.34  |

Check Number with SOV: \$ 5,819,100.46

The undersigned contractor/developer certifies that to the best of the contractor's/developer's knowledge, information, and belief, the work covered by this Request for Payment has been completed in accordance with the contract documents, including all amendments, and that all previous Requests for Payment were issued.



| 650 Police Department Total: |  |               |               |              |              |              |              |              |              |              |         |
|------------------------------|--|---------------|---------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------|
| Fire Department HQ           |  |               |               |              |              |              |              |              |              |              |         |
| 1005                         | Design Fees (K2M)                                  | \$ 749,408.39 | \$ 583,832.92 | \$ 12,214.80 | \$ 12,214.80 | \$ 12,214.80 | \$ 12,214.80 | \$ 12,214.80 | \$ 12,214.80 | \$ 55,641.26 | 92.58%  |
| 1015                         | Design Remburseables (K2M)                         | \$ 3,120.00   | \$ 2,064.95   |              |              |              |              |              |              | \$ 995.16    | 68.10%  |
| 1025                         | Town Contingency                                   | \$ 62,500.00  |               |              |              |              |              |              |              | \$ 62,500.00 | 100.00% |
| 1045                         | Permits/Utilities                                  | \$ 8,901.89   |               |              |              |              |              |              |              |              | 0.00%   |
| 1045                         | Exterior Signage                                   | \$ 12,480.00  |               |              |              |              |              |              |              |              | 0.00%   |
| 1065                         | Technology/IT/AV/Telecom                           | \$ 184,111.20 |               |              |              |              |              |              |              |              | 0.00%   |
| 1065                         | FF&E   | \$ 103,038.25 |               |              |              |              |              |              |              |              | 0.00%   |
| 1066                         | Bradford Systems                                   | \$ 53,256.56  |               |              |              |              |              |              |              |              | 0.00%   |
| 1067                         | BGI Fitness  | \$ 28,308.50  |               |              |              |              |              |              |              |              | 0.00%   |
| 1068                         | Dinges Decon/Lockers                               | \$ 32,624.85  |               |              |              |              |              |              |              |              | 0.00%   |
| 1069                         | Mecausen SCBA                                      | \$ 55,903.84  |               |              |              |              |              |              |              |              | 0.00%   |
| 1071                         | Grand Appliance                                    | \$ 48,580.00  |               |              |              |              |              |              |              |              | 0.00%   |
| 1080                         | Site Demolition and Earthwork                      | \$ 498,964.30 |               |              |              |              |              |              |              |              | 100.00% |
| 1090                         | Asphalt Paving                                     | \$ 123,208.42 |               |              |              |              |              |              |              |              | 89.69%  |
| 1100                         | Storm Sewer  | \$ 87,617.72  |               |              |              |              |              |              |              |              | 2.37%   |
| 1110                         | Site Utilities                                     | \$ 130,338.00 |               |              |              |              |              |              |              |              | 95.60%  |
| 1120                         | Reserved for Future Use                            |               |               |              |              |              |              |              |              |              | 93.18%  |
| 1130                         | Lime Stabilization/Unusable Soil Removal Allowance | \$ 90,004.51  |               |              |              |              |              |              |              |              | #DIV/0! |
| 1140                         | Surveying/Staking                                  | \$ 14,383.20  |               |              |              |              |              |              |              |              | 72.86%  |
| 1150                         | Landscaping  | \$ 30,043.10  |               |              |              |              |              |              |              |              | 65.27%  |
| 1160                         | Fencing and Gates                                  | \$ 9,986.00   |               |              |              |              |              |              |              |              | 10.99%  |
| 1170                         | Site Concrete                                      | \$ 269,096.14 |               |              |              |              |              |              |              |              | 0.00%   |
| 1180                         | Retaining Walls                                    | \$ 116,220.00 |               |              |              |              |              |              |              |              | 4.45%   |
| 1190                         | Site Furnishings                                   | \$ 793.73     |               |              |              |              |              |              |              |              | 0.00%   |
| 1200                         | Site Signage and Striping                          | \$ 2,751.59   |               |              |              |              |              |              |              |              | 0.00%   |
| 1210                         | Brick Pavers                                       | \$ 2,678.17   |               |              |              |              |              |              |              |              | 0.00%   |
| 1220                         | Building Concrete                                  | \$ 283,266.05 |               |              |              |              |              |              |              |              | 80.71%  |
| 1230                         | Precast Hollow Core (Mezzanine)                    | \$ 24,274.00  |               |              |              |              |              |              |              |              | 100.00% |
| 1240                         | Structural Masonry                                 | \$ 239,492.45 |               |              |              |              |              |              |              |              | 96.25%  |
| 1250                         | Steel Fabrication and Erection                     | \$ 533,071.47 |               |              |              |              |              |              |              |              | 85.61%  |
| 1260                         | Rough Carpentry                                    | \$ 36,063.03  |               |              |              |              |              |              |              |              | 55.01%  |
| 1270                         | Damcoffing/Waterproofing/Air Barrier               | \$ 42,906.49  |               |              |              |              |              |              |              |              | 52.95%  |
| 1280                         | Roofing  | \$ 232,243.49 |               |              |              |              |              |              |              |              | 95.50%  |
| 1290                         | Reinscreen Exterior Panel System                   | \$ 137,645.04 |               |              |              |              |              |              |              |              | 4.69%   |
| 1300                         | Aluminum, Glass, Glazing                           | \$ 114,084.51 |               |              |              |              |              |              |              |              | 63.17%  |
| 1310                         | Masonry Veneer                                     | \$ 509,284.65 |               |              |              |              |              |              |              |              | 42.01%  |
| 1320                         | Roof Specialties and Accessories                   | \$ 5,952.96   |               |              |              |              |              |              |              |              | 87.12%  |
| 1330                         | Carpentry Installation                             | \$ 82,080.07  |               |              |              |              |              |              |              |              | 99.06%  |
| 1340                         | Architectural Millwork - Supply                    | \$ 55,941.29  |               |              |              |              |              |              |              |              | 40.24%  |
| 1350                         | HM Frames, WD/HM Doors and Hardware - Supply       | \$ 210,465.34 |               |              |              |              |              |              |              |              | 46.64%  |
| 1360                         | Overhead Coiling/Sectional Doors                   | \$ 202,274.50 |               |              |              |              |              |              |              |              | 42.70%  |
| 1370                         | Access Doors and Frames - Supply                   | \$ 2,513.47   |               |              |              |              |              |              |              |              | 9.52%   |
| 1380                         | Metal Stairs/Drywall/Insulation/Ceiling Package    | \$ 399,186.81 |               |              |              |              |              |              |              |              | 70.72%  |
| 1390                         | FRP/Resin/Protection Panels                        | \$ 529.15     |               |              |              |              |              |              |              |              | 0.00%   |
| 1400                         | Flooring   | \$ 105,134.57 |               |              |              |              |              |              |              |              | 13.46%  |
| 1410                         | Apparatus Bay Floor - Sealed Concrete              | \$ 2,877.90   |               |              |              |              |              |              |              |              | 0.00%   |
| 1420                         | Painting   | \$ 64,632.61  |               |              |              |              |              |              |              |              | 21.79%  |
| 1430                         | Signage Packages - Supply                          | \$ 43,377.24  |               |              |              |              |              |              |              |              | 25.27%  |
| 1440                         | Toilet Partitions - Supply                         | \$ 3,968.64   |               |              |              |              |              |              |              |              | 0.00%   |
| 1450                         | Toilet Accessories - Supply                        | \$ 1,747.52   |               |              |              |              |              |              |              |              | 0.00%   |
| 1460                         | Wall Protectors and Corner Guards - Supply         | \$ 1,074.84   |               |              |              |              |              |              |              |              | 0.00%   |
| 1470                         | Fire Extinguishers and Cabinets - Supply           | \$ 1,339.42   |               |              |              |              |              |              |              |              | 0.00%   |
| 1480                         | Reserved for Future Use                            |               |               |              |              |              |              |              |              |              | #DIV/0! |
| 1490                         | Window Shades and Curtains                         | \$ 6,536.35   |               |              |              |              |              |              |              |              | 0.00%   |
| 1500                         | Flagpoles  | \$ 14,882.40  |               |              |              |              |              |              |              |              | 0.00%   |
| 1510                         | Roof Fall Protection System                        | \$ 3,968.64   |               |              |              |              |              |              |              |              | 100.00% |
| 1520                         | Fire Pole and Guardrail System                     | \$ 79,500.00  |               |              |              |              |              |              |              |              | 11.32%  |
| 1530                         | Sauna  | \$ 21,200.00  |               |              |              |              |              |              |              |              | 71.03%  |
| 1540                         | Reserved for Future Use                            |               |               |              |              |              |              |              |              |              | #DIV/0! |
| 1550                         | Kitchen Range Hood w Ansoil System                 | \$ 7,950.00   |               |              |              |              |              |              |              |              | 100.00% |
| 1560                         | Fire Sprinkler/Suppression Systems                 | \$ 106,461.41 |               |              |              |              |              |              |              |              | 90.14%  |
| 1570                         | Plumbing Systems                                   | \$ 329,526.76 |               |              |              |              |              |              |              |              | 92.45%  |
| 1580                         | HVAC Systems                                       | \$ 699,791.46 |               |              |              |              |              |              |              |              | 65.70%  |
| 1590                         | Electrical Systems                                 | \$ 846,896.60 |               |              |              |              |              |              |              |              | 54.52%  |
| 1600                         | Construction Testing                               | \$ 20,592.00  |               |              |              |              |              |              |              |              | 92.87%  |
| 1610                         | Alternate 1 - Bilfold Doors at Apparatus Bay       | \$ 147,226.00 |               |              |              |              |              |              |              |              | 0.00%   |
| 1611                         | Alternate 2 - Radiant Floor Heat at Apparatus Bay  | \$ 62,200.00  |               |              |              |              |              |              |              |              | 0.00%   |
| 1612                         | Alternate 3 - Epoxy Floor Coating at Apparatus Bay | \$ 67,420.00  |               |              |              |              |              |              |              |              | 0.00%   |
| 1620                         | Allowance #1 - Winter Conditions                   | \$ 46,800.00  |               |              |              |              |              |              |              |              | 0.00%   |
| 1630                         | Allowance #2 - Sanitary and Water Tap Fees         | \$ 96,886.00  |               |              |              |              |              |              |              |              | 100.00% |

|        |  |                  |                |                 |                |                |                |                 |                 |                |                |                 |                 |                 |        |
|--------|--|------------------|----------------|-----------------|----------------|----------------|----------------|-----------------|-----------------|----------------|----------------|-----------------|-----------------|-----------------|--------|
| 1640   | General Conditions/General Requirements        | \$ 599,126.16    | \$ 86,711.46   | \$ 50,917.70    | \$ 15,905.47   | \$ 28,614.37   | \$ 40,099.63   | \$ 51,746.54    | \$ 36,848.88    | \$ 35,450.33   | \$ 46,113.13   | \$ 392,507.51   | \$ 206,616.55   | 65.51%          |        |
| 1650   | Insurance and Bond                             | \$ 238,314.96    | \$ 238,314.96  |                 |                |                |                |                 |                 |                |                | \$ 238,314.96   | \$ -            | 100.00%         |        |
| 1660   | Construction Management/Direct Labor           | \$ 399,317.59    | \$ 32,904.29   | \$ 23,303.49    | \$ 24,423.04   | \$ 27,242.00   | \$ 41,961.67   | \$ (8,777.80)   | \$ 20,029.69    | \$ 27,192.45   | \$ 31,175.17   | \$ 266,240.12   | \$ 133,077.47   | 66.67%          |        |
| 1670   | Retainage                                      | \$ -             | \$ (17,782.89) | \$ (22,692.13)  | \$ (28,668.39) | \$ (21,779.76) | \$ (47,444.75) | \$ (38,777.80)  | \$ (49,361.01)  | \$ (27,397.33) | \$ (34,081.38) | \$ (263,985.50) | \$ 123,866.52   | #DIV/0!         |        |
| 1685   | Overhead and Profit                            | \$ 359,775.31    | \$ 23,802.12   | \$ 18,970.61    | \$ 18,513.93   | \$ 23,223.89   | \$ 39,663.84   | \$ 32,418.23    | \$ 19,089.02    | \$ 23,993.13   | \$ 30,440.02   | \$ 235,814.79   | \$ 123,866.52   | 65.55%          |        |
| 1695   | Owner's Representative (Veridus)               | \$ 159,596.01    | \$ 10,973.19   | \$ 7,195.54     | \$ 7,069.47    | \$ 7,195.54    | \$ -           | \$ 8,644.31     | \$ 11,160.00    | \$ 11,160.00   | \$ 11,574.29   | \$ 82,439.11    | \$ 77,158.90    | 51.65%          |        |
| 1705   | Owner's Representative Reimbursables (Veridus) | \$ 5,000.00      | \$ 775.52      | \$ 749.32       | \$ 741.46      | \$ 374.66      | \$ -           | \$ 374.66       | \$ 876.31       | \$ 506.52      | \$ 226.89      | \$ 5,000.00     | \$ -            | 100.00%         |        |
| 1715   | Reserved for Future Use                        |                  |                |                 |                |                |                |                 |                 |                |                |                 |                 | #DIV/0!         |        |
| 1720   | Fire Department Total:                         | \$ 10,218,963.52 | \$ 597,647.58  | \$ 735,809.54   | \$ 470,151.84  | \$ 459,310.77  | \$ 570,884.51  | \$ 953,329.60   | \$ 807,561.15   | \$ 477,181.51  | \$ 593,172.87  | \$ 727,052.12   | \$ 6,392,101.49 | \$ 3,826,862.03 | 62.55% |
| Total: |  | \$ 15,575,000.00 | \$ 934,181.51  | \$ 1,166,946.52 | \$ 753,720.47  | \$ 744,251.45  | \$ 900,815.17  | \$ 1,370,787.46 | \$ 1,251,412.30 | \$ 705,768.46  | \$ 903,148.86  | \$ 1,074,867.34 | \$ 9,755,899.54 | \$ 5,819,100.46 | 67.64% |

### DRAW SCHEDULE

Cedar Lake Fire Department HQ

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

### 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 |              | \$1,992,238.43    |
| Jun-24 |              | \$1,992,238.43    |
| Jul-24 |              | \$1,992,238.43    |
| Aug-24 |              | \$1,992,238.43    |

### DRAW SCHEDULE

Combined

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

## CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Cedar Lake Police Station  
Cedar Lake, Indiana

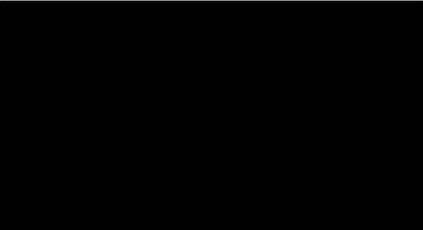
On receipt by the undersigned of a check from the Town of Cedar Lake, Indiana, in the sum of TWO HUNDRED NINETY SEVEN THOUSAND EIGHT HUNDRED FIFTEEN DOLLARS AND TWENTY TWO CENTS (\$297,815.22) payable to GM Development Companies LLC, and when the check has been properly endorsed and has been paid by 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 4/1/2024 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.

4/1/2024

Date



Greg Martz, Sole Member

Name and Title



April 1, 2024

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

Attention: [Redacted]

Subject: Shades Subdivision Improvements, Phase 1  
Pay Request No. 4  
[Redacted]

Dear Town Council Members:

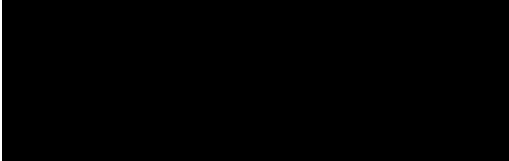
Christopher B. Burke Engineering, LLC (CBBEL) has reviewed Pay Request # 4 in the amount of \$50,166.00 submitted by Milestone Contractors North, Inc. dated March 12, 2024 and contractor partial waivers of lien submitted on March 29, 2024. Based on the completed and observed work to date, CBBEL recommends payment in the following amount:

| Total Improvements:      | This Estimate | To Date       |
|--------------------------|---------------|---------------|
| Value of Work Completed: | \$ 55,740.00  | \$ 792,518.56 |
| Less Retainage:          | \$ 5,574.00   | \$ 79,251.86  |
| Balance:                 | \$ 50,166.00  | \$ 713,266.70 |
| Less Previous Payments:  | n/a           | \$ 663,100.70 |
| Amount Due This Payment: | \$ 50,166.00  | \$ 50,166.00  |

Please find attached copies of the Invoice #4 request from Milestone and the Pay Estimate #4 Report from CBBEL. The partial waiver of lien for this invoice from Milestone has also been included with this letter along with subcontractor partial waivers of lien from Pay Estimate #3.

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

Sincerely,



Construction Engineer

Encl.: As noted.

cc: Jeff Bunge – Town Manager  
Kirsten Smith – Town Administrative Assistant  
Tim Kubiak – Town Operations Director  
Don Oliphant, PE – CBBEL PM  
Jaylen Gilbert – Milestone PM  
Anita Chapman – Milestone PA

P:\Cedar Lake\230324 - Shades & Morse WM CO\Shades\Pay Apps\#4, March 2024\Shades Phase 1 CBBEL Pay App Review #4, 040124.docx







# Milestone

## Progress Billing Detail

Remit Milestone Contractors North, LLC (F/K/A Inc.)  
 To: 1700 E. Main Street  
 Griffith IN 46319

To: TOWN OF CEDAR LAKE  
 7408 CONSTITUTION AVE.  
 P.O. BOX 707  
 CEDAR LAKE, IN 46303  
 11111111111111111111111111111111

Customer Ref:

Invoice #: [REDACTED]  
 Date: 3/12/2024

Job: Cedar Lake CCMG 2023-1 - P

Customer No: [REDACTED]

From:

To:

Payment Terms NET 30

Contract: [REDACTED]

| Cont Item | Description                                    | Contract Amount | Contract Quantity | Units Billed         |              | U/M | Unit Price | Amounts Billed     |                |
|-----------|--|-----------------|-------------------|----------------------|--------------|-----|------------|--------------------|----------------|
|           |  |                 |                   | Quantity This Period | Quantity JTD |     |            | Amount This Period | Amount To-Date |
| 26        | Restoration, Type I (Topsoil, Seeding, & ECB)  | 41,080.00       | 3,160.000         | 1,360.000            | 1,360.000    | SY  | 13.000     | 17,680.00          | 17,680.00      |
| 27        | Restoration, Type II (Topsoil, Seeding, & TRM) | 9,030.00        | 301.000           | 305.000              | 305.000      | SY  | 30.000     | 9,150.00           | 9,150.00       |
| 50        | Concrete Segmental Block Retaining Wall        | 28,910.00       | 413.000           | 413.000              | 413.000      | SF  | 70.000     | 28,910.00          | 28,910.00      |

|                           |                     |
|---------------------------|---------------------|
| Original Contract Amount: | 1,795,961.77        |
| Change Orders to Date:    | 33,809.60           |
| Current Contract Amount:  | <u>1,829,771.37</u> |
| Percent Complete:         | 43.31%              |

|                                   |                  |                  |
|-----------------------------------|------------------|------------------|
| Total Billed This Period To Date: | 55,740.00        | 792,518.56       |
| Less Retainage:                   | 5,574.00         | 79,251.86        |
| Less Previous Applications:       | 0.00             | 663,100.70       |
| Total Due This Invoice:           | <u>50,166.00</u> | <u>50,166.00</u> |

## AFFIDAVIT AND WAIVER OF LIEN

STATE OF *INDIANA*        )  
  ) SS:  
COUNTY OF *LAKE*        )

**Maria . Melero** being duly sworn states that they are the **AR Specialist** of **Milestone Contractors North, LLC (F/K/A Inc.)** having contracted with **TOWN OF CEDAR LAKE** to furnish certain materials and/or labor as follows: **CONCRETE, RESTORATION** for a project known as **Cedar Lake CCMG** [REDACTED] located at **CEDAR LAKE, IN** and owned by **TOWN OF CEDAR LAKE** and does further state:

**PARTIAL WAIVER:** that the balance due from the owner is the sum of fifty thousand one hundred sixty-six and xx / 100 Dollars the payment of which has been promised as the sole consideration for this Affidavit and Partial Waiver of Lien which is given to and for said amount, effective upon receipt of such payment.

THEREFORE, the undersigned waives and releases unto the Owner of said premises any and all lien or claim whatsoever on the above-described property and improvements thereon on account of labor or material or both, furnished by the undersigned thereto, and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said project, and within the scope of this affidavit and waiver.

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

[REDACTED]

AR Specialist

Subscribed and sworn to before me this: 12th day of March, 2024

Notary Public [REDACTED]

My Commission Expires: August 16, 2031

County of Residence: Porter [REDACTED]

STATE OF *INDIANA*        )  
  ) SS:  
COUNTY OF *LAKE*        )

# Exhibit J-3

## VENDOR WAIVER AND RELEASE OF CLAIMS AND LIENS • Partial (Progress) Payment - Conditional (Payment To Follow) •

State of INDIANA, County of LAKE, ss:

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

### This Instrument Pertains To The Following:

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

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

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

"OWNER":

"PROJECT":

"FINAL PAYMENT": \$19,815.52

### The Terms of this Instrument Are:

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

The PAYMENT AMOUNT stated above constitutes the entire amount presently due and payable to VENDOR for Work performed, which amount, together with any and all previous payments received by VENDOR, is the total sum claimed to date by VENDOR, exclusive of contractually provided retainage, for all Work performed or furnished by or through VENDOR thru December 15, 2023 (Date).

All sub-subcontractors, materialmen and laborers engaged or employed by VENDOR have been paid in full for all Work performed or furnished to or for said PROJECT thru December 15, 2023 (Date) except as follows:

| <u>Name/Address</u> | <u>Work/Materials/Equipment Performed</u> | <u>Amount Owed</u> |
|---------------------|---|--------------------|
|---------------------|---|--------------------|

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

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

The release and waiver stated herein are subject to VENDOR's receipt of the AMOUNT DUE as designated above, and accordingly, such provisions shall become immediately effective and binding upon VENDOR upon receipt thereof by VENDOR. Such receipt shall be conclusively established by VENDOR's endorsement affixed to any check issued for the AMOUNT DUE whereon VENDOR is named as payee, either singly or jointly with one or more other co-payee(s).

### ***In Witness Whereof,***

the Undersigned, for and on behalf of the VENDOR, has executed this Instrument on this 15th day of March 2024

Individual Signature \_\_\_\_\_, Title: Secretary of VENDOR

Subscribed and sworn to before me this 15th day of March 2024 :

Printed: \_\_\_\_\_

\_\_\_\_\_  
County, State of INDIANA My Commission Expires: 10/15/2028

# Exhibit J-3

## VENDOR WAIVER AND RELEASE OF CLAIMS AND LIENS

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

State of Indiana, County of Marion, ss:

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

### This Instrument Pertains To The Following:

"VENDOR": **SPECIALITIES COMPANY, LLC.**

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

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

"OWNER":

"PROJECT":

"FINAL PAYMENT": \$22,400.00

### The Terms of this Instrument Are:

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

The PAYMENT AMOUNT stated above constitutes the entire amount presently due and payable to VENDOR for Work performed, which amount, together with any and all previous payments received by VENDOR, is the total sum claimed to date by VENDOR, exclusive of contractually provided retainage, for all Work performed or furnished by or through VENDOR thru 11/29/23 (Date).

All sub-subcontractors, materialmen and laborers engaged or employed by VENDOR have been paid in full for all Work performed or furnished to or for said PROJECT thru 11/30/23 (Date) except as follows:

| Name/Address                    | Work/Materials/Equipment Performed | Amount Owed         |
|---------------------------------|------------------------------------|---------------------|
| <u>Provided By Specialities</u> | <u>N/A</u>                         | <u>\$ 22,400.00</u> |

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

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

The release and waiver stated herein are subject to VENDOR's receipt of the AMOUNT DUE as designated above, and accordingly, such provisions shall become immediately effective and binding upon VENDOR upon receipt thereof by VENDOR. Such receipt shall be conclusively established by VENDOR's endorsement affixed to any check issued for the AMOUNT DUE whereon VENDOR is named as payee, either singly or jointly with one or more other co-payee(s).

### ***In Witness Whereof,***

the Undersigned [Signature] 15th day of March 2024  
Individual Signature \_\_\_\_\_ of VENDOR

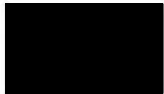
Subscribed and Sworn to before me this 15 day of March 2024:

Notary Signat [Signature] Print [Signature]

Residing In Hamilton County, State of Indiana My Commission Expires: [Signature]



PARTIAL CONDITIONAL WAIVER AND RELEASE OF CLAIMS FOR PAYMENT



STATE OF INDIANA  
COUNTY OF STARKE

TO WHOM IT MAY CONCERN:

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

Upon receipt by the Undersigned of a check in the sum of One Thousand Six Hundred Seventy-Five & 35/100 (\$1,675.35) Dollars, payable to Traffic Control Specialists, Inc and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, the Undersigned, for and in consideration of such sum and other good and valuable considerations, do(es) for its heirs, executors, and administrators, hereby waive and release the **General Contractor, the General Contractor's surety**, the Owner, and each of their parents, subsidiaries, affiliates, members, past and present officers, directors, heirs, and administrators, from any and all suits, debts, demands, torts, charges, causes of action and claims for payment, including claims under the laws or statutes of the municipality, State of federal Government relating to Payment Bonds, the Miller Act, or other Act or statute including Prompt Payment statutes, or Bonds relating to the Project, and in addition all lien, or claim of or right to, lien, under municipal, State of Federal laws or statutes, relating to Mechanics' Liens, with respect to and on said above-described Project, and the improvements thereon, and on the material relating to Mechanics' Liens, Payment Bonds, the Miller Act or other law, Act or statutes, with respect to and on said above-described premises, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the Owner, on account of, arising out of or relating in any way to the labor, services, material, fixtures, equipment, apparatus or machinery furnished by the Undersigned, on the above-described Project from the beginning of time through the date indicated below, including extras.

Date: 12/5/2023

Name of Company: Traffic Control Specialists, Inc.  
(Undersigned)

Signature: 

Printed Name 

Title of Person Signing President

Subscribed and sworn before me this 5<sup>th</sup> day of December, 2023

Notary Name \_\_\_\_\_  
My Commission \_\_\_\_\_



Notary Signature \_\_\_\_\_

NOTE: All waivers and releases must be for the full amount paid. If waiver is used, and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.



# Partial WAIVER OF LIEN

STATE OF

} SS

COUNTY OF \_\_\_\_\_

Escrow # \_\_\_\_\_

**TO WHOM IT MAY CONCERN:**

WHERE AS the undersigned has been employed by Milestone Contractors North, INC.

to furnish Landscape

for the premises known as 238742- Cedar Lake

of which Milestone Contractors North, INC. is the owner.

THE undersigned, for and in consideration of Fifty One Thousand and Six Hundred and Ten dollars and 00/100 (\$  
51,610.00)

Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Indiana, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery furnished or which may be furnished at any time hereafter by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE 03/15/2024

COMPANY NAME T&J Landscaping Services LLC



ADDRESS 12638 Wicker Avenue, Cedar Lake, IN 46303

SIGNATURE AND TITLE \_\_\_\_\_

Vice President

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

STATE OF INDIANA

} SS

## CONTRACTOR'S AFFIDAVIT

COUNTY OF \_\_\_\_\_

**TO WHOM IT MAY CONCERN:**

THE UNDERSIGNED, (NAME) John Schilling BEING DULY SWORN

DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) of the Vice President OF (COMPANY NAME)

T&J Landscape Services LLC WHO IS THE CONTRACTOR FURNISHING


Landscape WORK ON THE BUILDING LOCATED

AT 7408 Constitution Avenue, Cedar Lake, IN 46303 OWNED BY

Milestone Contractors North, INC

That the total amount of the contract including extras\* is \$ 80,652.50 on which he or she has received payment of \$ 0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defect the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

| NAMES AND ADDRESSES   | WHAT FOR  | CONTRACT PRICE INCLUDING EXTRAS* | AMOUNT PAID | THIS PAYMENT | BALANCE DUE |
|---|-----------|----------------------------------|-------------|--------------|-------------|
| T&J Landscape Services LLC                                    | Landscape | 80652.50                         | 0.00        | 51610.00     | 29042.50    |
|   |           |                                  |             |              |             |
|   |           |                                  |             |              |             |
|   |           |                                  |             |              |             |
|   |           |                                  |             |              |             |
|   |           |                                  |             |              |             |
| <b>TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE</b> |           |                                  |             |              |             |

That there are no other contracts for said work outstanding, and that there is nothing due or  labor or other work of any kind done or to be done upon or in connection with said work other than above s

DATE 03/15/2024

SIGNATURE \_\_\_\_\_

SUBSCR \_\_\_\_\_

TH \_\_\_\_\_

DAY OF \_\_\_\_\_

Mo \_\_\_\_\_

\*EXTRAS \_\_\_\_\_ WITH ORAL AND WRITTEN, TO THE CONTRACT.

This lien waiver was prepared by: John Schilling

Date of Issuance: **April 3, 2024**

Effective Date: **April 10, 2024**

Owner: **Town of Cedar Lake**

Owner's Contract No.: **N/A**

Contractor: **Site Services, Inc.**

Contractor's Project No.: **N/A**

Engineer: **Christopher B. Burke Engineering, LLC**

Engineer's Project No.: [REDACTED]

Project: **2024 CCMG Crack Sealing & Pavement Marking Project** Contract Name: [REDACTED]

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

Description: This change order represents the removal of a portion of the proposed crack sealing quantity on 133<sup>rd</sup> Ave from Morse St. to Fairbanks St. because it has recently been crack sealed by CLPW since this project was designed. Crack sealing quantity would also be removed within the area between Colfax Ave. & Robin Dr. where a future stormwater improvement and roadway reconstruction project is to take place in 2025. Additional quantity then is being added to pavement marking the remainder of 133<sup>rd</sup> Ave east of Colfax Ave. to the eastern Town limits, gapping the aforementioned future project area.

**Attachments: CO1 Table with summary of adjusted items.**

| CHANGE IN CONTRACT PRICE   | CHANGE IN CONTRACT TIMES<br><i>[note changes in Milestones if applicable]</i>  |
|--|--|
| Original Contract Price:<br><br>\$ <u>158,918.00</u>   | Original Contract Times:<br>Substantial Completion: <u>N/A</u><br>Ready for Final Payment: <u>N/A</u><br><div style="text-align: right;">days or dates</div>   |
| <del>[Increase]</del> <del>[Decrease]</del> from previously approved Change Orders No. <u>   </u> to No. <u>   </u> :<br><br>\$ <u>No Previous Change Orders</u> | <del>[Increase]</del> <del>[Decrease]</del> from previously approved Change Orders No. <u>   </u> to No. <u>   </u> :<br>Substantial Completion: <u>N/A</u><br>Ready for Final Payment: <u>N/A</u><br><div style="text-align: right;">days</div> |
| Contract Price prior to this Change Order:<br><br>\$ <u>No Previous Change Orders</u>  | Contract Times prior to this Change Order:<br>Substantial Completion: <u>N/A</u><br>Ready for Final Payment: <u>N/A</u><br><div style="text-align: right;">days or dates</div>   |
| [Increase] <del>[Decrease]</del> of this Change Order:<br><br>\$ <u>3,369.17</u>   | <del>[Increase]</del> <del>[Decrease]</del> of this Change Order:<br>Substantial Completion: <u>N/A</u><br>Ready for Final Payment: <u>N/A</u><br><div style="text-align: right;">days or dates</div>  |
| Contract Price incorporating this Change Order:<br><br>\$ <u>162,287.17</u>  | Contract Times with all approved Change Orders:<br>Substantial Completion: <u>N/A</u><br>Ready for Final Payment: <u>N/A</u><br><div style="text-align: right;">days or dates</div>  |

|   |  |  |
|---|--|--|
| By: <span style="background-color: black; color: black;">[REDACTED]</span><br>_____<br>Engineer (if required) | ACCEPTED:<br>By: _____<br>Owner (Authorized Signature) | By: <span style="background-color: black; color: black;">[REDACTED]</span><br>_____<br>Co. _____ (Signature) |
| Title: <u>Construction Engineer</u>   | Title: _____   | Title: <u>Estimator/Project Manager</u>  |
| Date: <u>04/03/2024</u>   | Date: _____  | Date: <u>04/03/2024</u>  |

Approved by Funding Agency (if applicable)

By: N/A Date: \_\_\_\_\_  
 Title: N/A



Town of Cedar Lake, Indiana  
**2024 CCMG CRACK SEAL MAINTENANCE & PAVEMENT MARKING PROJECT**

**Contractor:** Site Services, Inc.

**(CBBEL Project No** XXXXXXXXXX

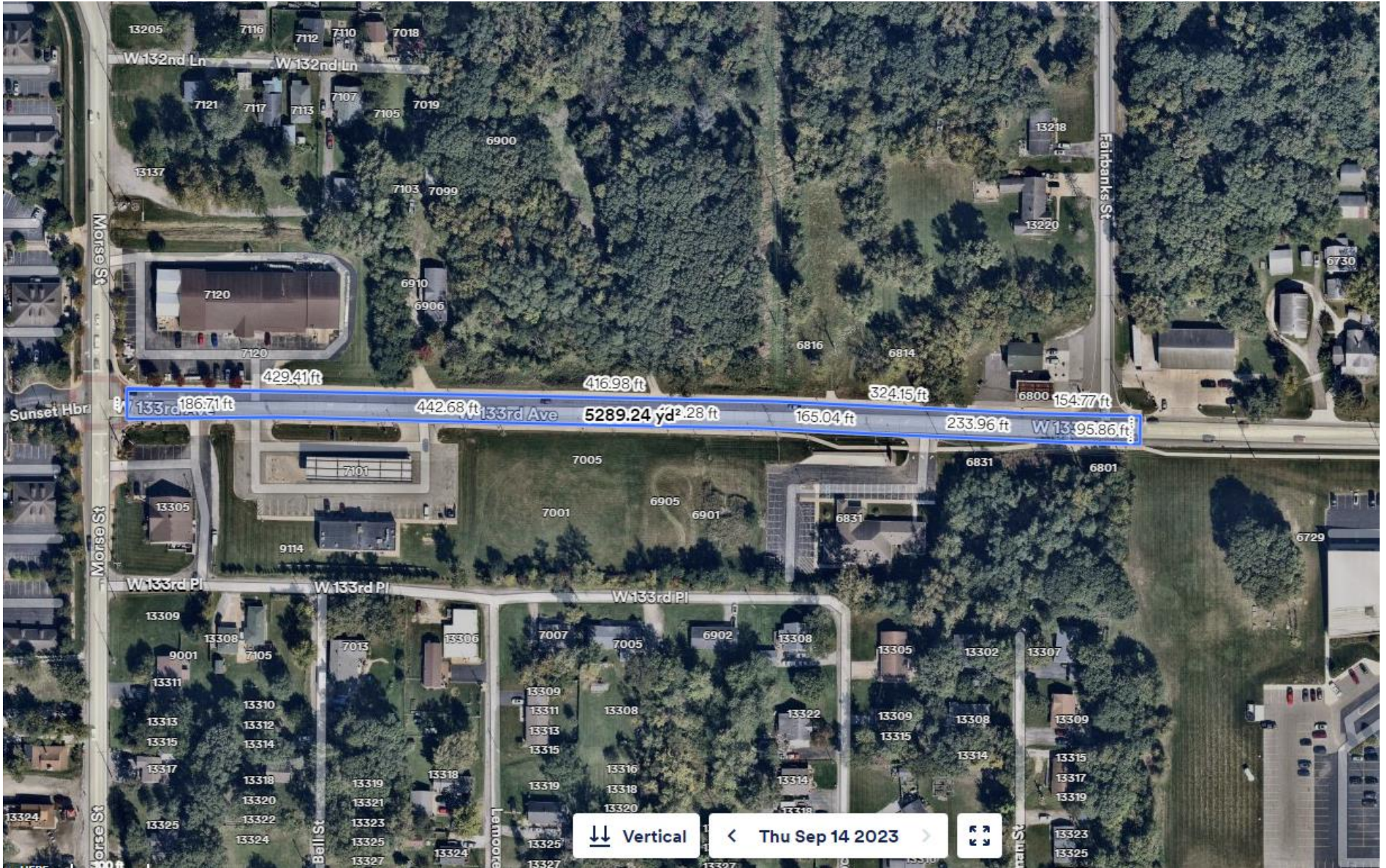
**Change Order No. 1**

**Date:** April 2, 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 |
|---------------|--|------|------------|------------------------|------------------------|-----------------------|----------------------|-------------------------|
| 3             | CRACK SEALING - W. 133RD AVENUE - FROM MORSE STREET TO EAST TOWN CORPORATE LIMIT | SYS  | \$ 1.39    | 16700.00               | -6887.00               | 9813.00               | \$ (9,572.93)        | \$ 13,640.07            |
| 12            | LINE, SOLID, WHITE, THERMOPLASTIC, RECESSED, 4 IN.                               | LFT  | \$ 1.70    | 3990.00                | 3913.00                | 7903.00               | \$ 6,652.10          | \$ 13,435.10            |
| 13            | LINE, SOLID, YELLOW, THERMOPLASTIC, RECESSED, 4 IN.                              | LFT  | \$ 1.70    | 8320.00                | 3700.00                | 12020.00              | \$ 6,290.00          | \$ 20,434.00            |
| <b>TOTAL:</b> |  |      |            |                        |                        |                       | <b>\$ 3,369.17</b>   |                         |

|  |    |                   |
|--|----|-------------------|
| Awarded Contract Value:                      | \$ | 158,918.00        |
| + Previous Change Orders Value:              | \$ | -                 |
| = Contract Value Prior to this Change Order: | \$ | 158,918.00        |
| + Change Order 1 Value:                      | \$ | 3,369.17          |
| = Current Contract Value:                    | \$ | <b>162,287.17</b> |



-REMOVE CRACK SEALING QUANTITY ON 133<sup>RD</sup> AVE FROM MORSE TO FAIRBANKS SINCE IT WAS RECENTLY CRACK SEALED BY CLPW. (5,290 SYS)

-CLPW TO COMPLETE CRACK SEAL TOUCH UPS IN THIS AREAS AS NEEDED AFTER NEW PAVEMENT MARKING WORK IS COMPLETED.

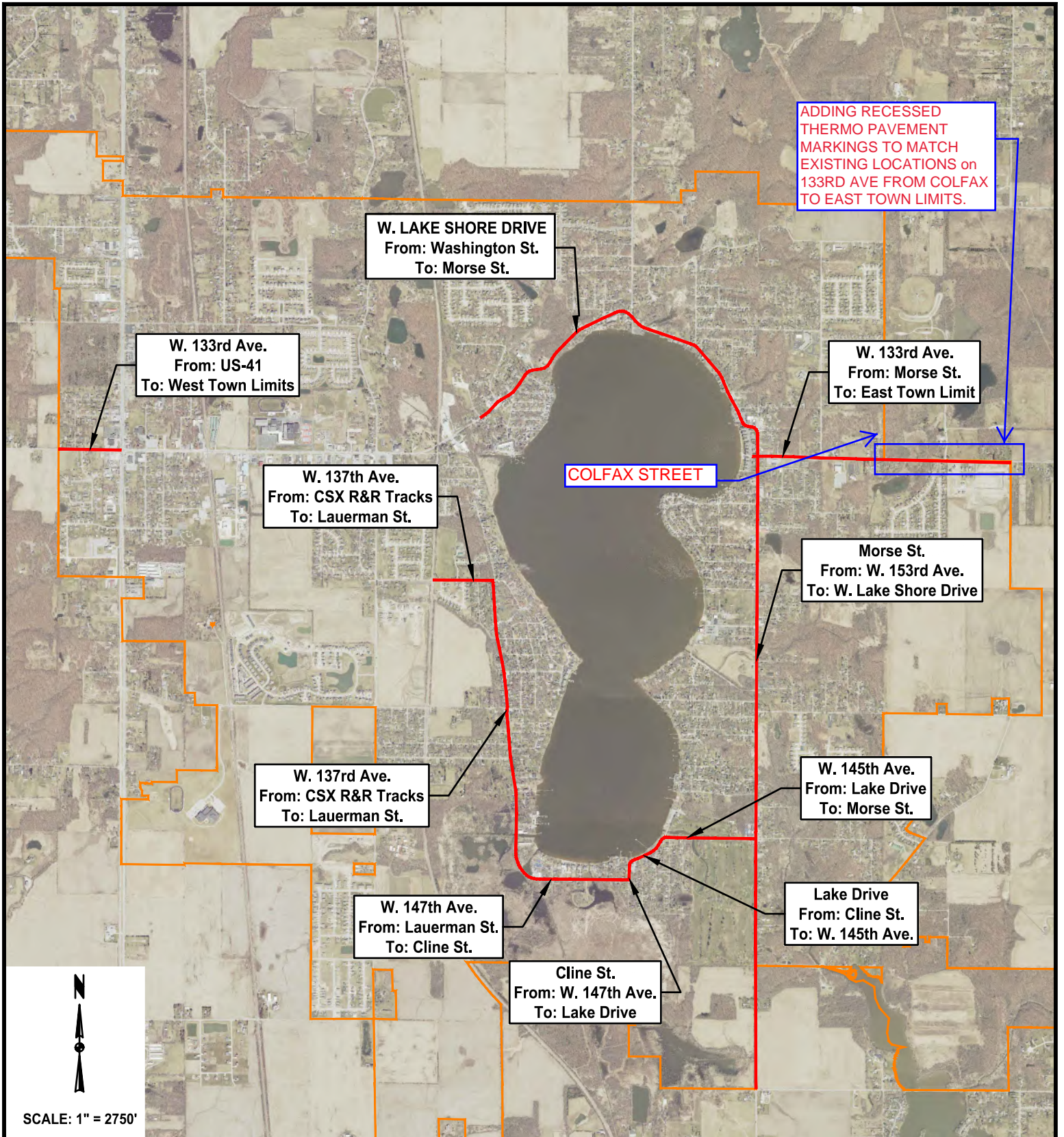




-REMOVE CRACK SEALING QUANTITY ON 133<sup>RD</sup> AVE FOR 625' LONG AREA WHICH WILL BE THE FUTURE LOCATION FOR A 2025 STORMWATER AND ROADWAY IMPROVEMENT PROJECT CURRENTLY FUNDED & IN DESIGN PHASE. (1,597 SYS)

-THIS AREA WILL BE SKIPPED AND NO NEW PAVEMENT MARKINGS WILL BE INSTALLED WITHIN THIS FUTURE PROPOSED PROJECT AREA.





ADDING RECESSED THERMO PAVEMENT MARKINGS TO MATCH EXISTING LOCATIONS on 133RD AVE FROM COLFAX TO EAST TOWN LIMITS.

W. LAKE SHORE DRIVE  
From: Washington St.  
To: Morse St.

W. 133rd Ave.  
From: US-41  
To: West Town Limits

W. 133rd Ave.  
From: Morse St.  
To: East Town Limit

W. 137th Ave.  
From: CSX R&R Tracks  
To: Lauerman St.

COLFAX STREET

Morse St.  
From: W. 153rd Ave.  
To: W. Lake Shore Drive


W. 137rd Ave.  
From: CSX R&R Tracks  
To: Lauerman St.

W. 145th Ave.  
From: Lake Drive  
To: Morse St.

W. 147th Ave.  
From: Lauerman St.  
To: Cline St.

Lake Drive  
From: Cline St.  
To: W. 145th Ave.


Cline St.  
From: W. 147th Ave.  
To: Lake Drive

  
 SCALE: 1" = 2750'

**LEGEND**

- CCMG Roads
- Cedar Lake Corporate Boundary

**NOTE:**  
All abutting roadway aprons are required to be crack sealed in addition to each of these identified roadway segments to be crack sealed. The abutting roadway aprons shall be crack sealed full width through the radius of the aprons.


**CHRISTOPHER B. BURKE ENGINEERING, LLC**  
 One Professional Center, Suite 314  
 Crown Point, Indiana 46307  
 (219) 663-3410

|          |                                   |                                 |
|----------|-----------------------------------|---------------------------------|
| TITLE:   | <b>2024 CCMG PROJECT</b>          | PROJ. NO. [REDACTED]            |
| PROJECT: | <b>CRACK SEALING LOCATION MAP</b> | DATE: 02/06/2024                |
|          |                                   | SHEET 1 OF 1                    |
|          |                                   | DRAWING NO. <b>4B EXHIBIT 1</b> |



**Crowe LLP**  
Independent Member Crowe Global

3815 River Crossing Parkway, Suite 300,  
Indianapolis, IN 46240-0977  
Tel +1 317 569 8989  
Fax +1 317 706 2660  
[www.crowe.com](http://www.crowe.com)

January 18, 2024

[REDACTED]  
Town of Cedar Lake  
7408 Constitution Ave  
Cedar Lake, Indiana 46303-9186

Dear [REDACTED]

This letter agreement confirms the arrangements for Crowe LLP ("Crowe" or "we" or "us") to provide consulting services, as more fully set forth herein (the "Services"), and the deliverables set forth herein (the "Deliverables") in connection with General Services Agreement for the Town of Cedar Lake ("Town", "Client", "you", or "your") from information provided by Client or information provided to Crowe on Client's behalf. The attached Crowe Engagement Terms, and any attachments or addendums thereto, are an integral part of this letter agreement and are incorporated herein (collectively, the "Agreement").

#### **SCOPE OF CROWE SERVICES**

Crowe will provide Services to Client which are outlined in Attachment A.

Crowe will be providing services as a Municipal Advisor and not as a Registered Dealer.

Because these Services will not constitute an audit, review, or examination in accordance with standards established by the American Institute of Certified Public Accountants, Crowe will not express an opinion as defined by the AICPA assurance standards. Crowe has no obligation to perform any Services beyond those listed in Attachment A. If Crowe performs additional services beyond those listed, other matters might come to Crowe's attention that would be reported to Client. Crowe makes no representations as to the adequacy of the Services or any Deliverables for Client's purposes. Crowe will prepare the work product ("Deliverables") listed in Attachment A.

Crowe Services, any Deliverables, and any other work product are intended for the benefit and use of Client only. There are no intended third-party beneficiaries to this Agreement. This engagement will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party. The working papers for this engagement are the property of Crowe and constitute confidential information.

This engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist, and Crowe will not address legal or regulatory matters or abuses of management discretion, which are matters that should be discussed by Client with Client's legal counsel. Client is responsible for the accuracy and completeness of the information provided to Crowe for purposes of this engagement and for timely updating such information. Client agrees Crowe may rely on the information provided to Crowe without investigation



or other attempts to verify its accuracy or completeness. Client has determined that Crowe's provision of Services shall not violate any statute or regulation.

Client agrees to be responsible to: make all management decisions and perform all management functions. Client will designate a management representative who possesses suitable skill, knowledge, and/or experience, to oversee the Services; evaluate the adequacy and results of the Services performed and any Deliverables; accept responsibility for the results of the Services; and establish and maintain internal controls, including monitoring ongoing activities. The management representative shall be knowledgeable in all laws, regulations, and industry practices applicable to the Services, any Deliverables, and any other work product. Client will be responsible to determine and approve the risk, scope, and frequency of Services to be performed, and the management representative shall coordinate, review, and approve Crowe's performance of Services. Client will be responsible for communicating Crowe's findings within Client's organization, and Client shall be responsible for determining when, whether, and how any recommendations or Deliverables from Crowe are to be implemented.

Client shall also ensure that it has all rights and authority necessary to permit Crowe to access or use any systems or third-party products during performance of Services. For any third-party software applications, or related hardware, used by Client and to which Crowe must have access for purposes of providing the Services, Client represents that it has obtained any necessary licenses for Crowe to perform the Services.

#### **ACCEPTANCE OF FORMAL DELIVERABLES**

Any issues with a Deliverable after a Deliverable is accepted shall be treated as a change in scope of the engagement.

#### **DEFINITION OF ENGAGEMENT COMPLETION**

This engagement shall be concluded upon acceptance of the Deliverables or when terminated in writing by one of the parties.

#### **DISCLOSURE OF CONFLICT OF INTEREST**

Pursuant to MSRB Rule G-42, if any known material conflicts of interest based on the exercise of reasonable diligence by Crowe are determined, Crowe will provide a written statement to the Client to that effect. As of the date of this Agreement, Crowe is not aware of any material conflicts of interest.

#### **QUALIFICATIONS**

Crowe is registered with the Municipal Securities Rulemaking Board (MSRB) and the U.S. Securities and Exchange Commission (SEC) as a Municipal Advisor. As a Municipal Advisor, Crowe is required to file a Form MA pertaining to Crowe and Form MA-I for each employee engaged in Municipal Advisory activities. These forms include information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. Such information can be viewed on the U.S Securities and Exchange Commission EDGAR Company Filings. Crowe LLP [REDACTED] filings can be viewed at:

<http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001620621&owner=exclude&count=40>

Crowe's latest MA-A was accepted on December 15, 2023.

The MSRB is the principal regulator in the municipal securities market and develops rules for financial professionals designed to ensure a fair and efficient market by preventing fraud and other unfair practices, establishing professional qualifications, supporting market transparency, and applying uniform practices to the industry. The MSRB offers a brochure that describes the protections available under MSRB rules and how to file a complaint with an appropriate regulatory authority. This brochure is located on the MSRB website at [www.msrb.org](http://www.msrb.org).

In delivering services to Client, Crowe may use subsidiaries owned and controlled by Crowe within and outside the United States. Crowe subsidiaries are subject to the same information security policies and requirements as Crowe LLP and will meet the requirements set forth in the confidentiality and data protection provisions of this Agreement.

### **FEES**

The fees and expenses for this engagement are outlined in Attachment A.

Our fees, exclusive of out-of-pocket expenses and certain technology charges, are outlined below. Additionally, we may invoice you for actual out-of-pocket expenses (e.g. expedited delivery services, travel, business services, etc.).

Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

The fee payment arrangements are designed for clarity and efficiency and will frequently not correspond to the amount of time and cost we incur on your behalf during a particular calendar period for a variety of reasons. While we may bill you for services on an equal monthly payment, our professional fees and expenses incurred will often exceed the monthly billing amount early in the contract period because of engagement planning. You agree that in the event, regardless of the cause, the arrangement under this letter is terminated, you will pay us any professional fees and expenses incurred in excess of billings received, in addition to any termination payment this letter might require. Similarly, in the event of early termination, if your payments have exceeded our fees and expenses, we will return the excess payments to you.

The above fees are based on the services plan that details the scope and frequency of the work to be performed. Fees and expenses for any additional projects or services will be agreed to and billed separately.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, Crowe will so advise Client. Further, these fees do not consider any time that might be necessary to assist Client in the implementation or adoption of any recommendation made by Crowe.

Our fee estimates assume that personnel of the Client will assist us in gathering the information necessary to perform the engagement, including obtaining supporting documents, pulling customer files, following up on exceptions, and in other similar ways. We also assume that no irregularities will be discovered, no unusual procedures will be required, internal control is reasonably adequate, and there will be no substantial changes in the operations of the Client. If unforeseen circumstances indicate that the fees will change, the situation will be discussed with management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

### CONTRACT TERMINATION

From time-to-time, businesses decide that an Agreement does not continue to meet their needs. Accordingly, we mutually agree that either party can terminate this engagement upon delivery of written notice 90 days prior to the date of the desired termination. We also mutually agree that specific scope elements may be terminated upon delivery of written notice 90 days prior to the date of the desired termination.

Crowe will serve in the capacity of municipal advisor to the Client until such time that the Client or Crowe notifies the other party of the dissolution of the relationship.

### MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe deliverable.

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement, including any dispute arising out of or related to this Agreement and the parties' relationship generally, will be governed and construed in accordance with the laws of the State of Illinois applicable to agreements made and wholly performed in that state, without giving effect to its conflict of laws rules to the extent those rules would require applying another jurisdiction's laws.

\* \* \* \* \*

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)





**ACCEPTANCE**

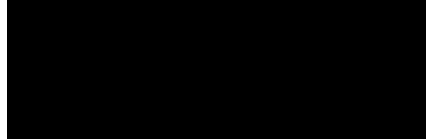
I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Agreement effective the date first written above.

Town of Cedar Lake

Crowe LLP

\_\_\_\_\_  
Signature

\_\_\_\_\_  


\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
  
Printed Name

\_\_\_\_\_  
Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
January 18, 2024

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

### **Crowe Engagement Terms**

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

**CLIENT'S ASSISTANCE** – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

**PROFESSIONAL STANDARDS** – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA") and, to the extent applicable, the Public Company Accounting Oversight Board ("PCAOB"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

**REPORTS** – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

**CONFIDENTIALITY** – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

**CLIENT-REQUIRED CLOUD USAGE** – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third parties assisting with or hosting the Cloud Storage that either such third party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third parties.

**DATA PROTECTION** – If Crowe holds or uses Client information that can be linked to specific individuals who are Client’s customers (“Personal Data”), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations (including, for financial institution clients, the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. The parties acknowledge and understand that while Crowe is a service provider as defined by the California Consumer Privacy Act of 2018 and processes information on behalf of Client and pursuant to this Agreement, Crowe retains its independence as required by applicable law and professional standards for purposes of providing attest services and other related professional services. Crowe will not (1) sell Personal Data to a third party, or (2) retain, use or disclose Personal Data for any purpose other than for (a) performing the Services and its obligations on this Agreement, (b) as otherwise set forth in this Agreement, (c) to detect security incidents and protect against fraud or illegal activity, (d) to enhance and develop our products and services, including through machine learning and other similar methods and (e) as necessary to comply with applicable law or professional standards. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the “Safeguards”). Client warrants (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law (“Restricted Personal Data”). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on Client’s site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Crowe and Client will each allow opportunistic TLS encryption to provide for secure email communication, and each party will notify the other in writing if it deactivates opportunistic TLS encryption. If Client fails to allow opportunistic TLS encryption, Client agrees that each party may use unencrypted electronic media to correspond or transmit information, and Client further agrees that such use of unencrypted media will not in itself constitute a breach of any confidentiality or other obligation relating to this Agreement. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Crowe will reasonably cooperate with Client in responding to or addressing any request from a consumer or data subject, a data privacy authority with jurisdiction, or the Client, as necessary to enable Client to comply with its obligations under applicable data protection laws and to the extent related to Personal Data processed by Crowe. Client will promptly reimburse Crowe for any out-of-pocket expenses and professional time (at Crowe’s then-current hourly rates) incurred in connection with providing such cooperation. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any request or other act that is required to be performed by Crowe. As appropriate, Crowe shall promptly delete or procure the deletion of the Personal Data, after the cessation of any Services involving the processing of Client’s Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the foregoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement. If Crowe uses a third-party provider, Crowe will include terms substantially similar to those set forth in this Data Protection Paragraph into an agreement with the provider.

**GENERAL DATA PROTECTION REGULATION COMPLIANCE** – If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation (“GDPR”), then in addition to the requirements of the above Data Protection section, this section will apply to such personal data (“EU Personal Data”). The parties agree that for purposes of processing the EU Personal Data, (a) Client will be the “Data Controller” as defined by the GDPR, meaning the organization that determines the

purposes and means of processing the EU Personal Data; (b) Crowe will be the “Data Processor” as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries (“Data Subjects”). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR.

**INTELLECTUAL PROPERTY** – Any deliverables, works, inventions, working papers, or other work product conceived, made or created by Crowe in rendering the Services under this Agreement (“Work Product”), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Upon full payment by Client, Crowe grants to Client a license to use for its business purposes any deliverables, including any other Work Product incorporated in such deliverables. Crowe will retain exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement as well as any enhancements to any of the above (“Materials”). The foregoing ownership will be without any duty of accounting.

**CLIENT DATA USAGE** – Client shall retain full ownership of all data provided to Crowe by or on behalf of Client in connection with this Agreement, and Crowe will maintain the confidentiality and protection of Client data as set forth in this Agreement. Client agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe for the purpose of (a) performing the Services and its obligations under this Agreement; (b) as otherwise agreed upon in writing; (c) to further improve or develop our products and services; or (d) as necessary to comply with applicable law or professional standards.

**DATA AGGREGATION & BENCHMARKING** – Client agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties (“Data Aggregations”) for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

**USE OF THIRD PARTIES IN CROWE OPERATIONS** – Crowe uses third-party providers and third-party solutions in the ordinary course of Crowe business operations. Third-party providers and solutions used in the ordinary course of Crowe business operations include without limitation email providers, cyber-security providers, data hosting centers, operating systems, tools with machine learning or artificial intelligence components (including generative artificial intelligence products or services), and other third-party products and solutions used to perform the Services or generate Work Product, or components thereof. Crowe also uses its subsidiaries (owned and controlled by Crowe) within and outside the United States for various administrative and support roles. Crowe subsidiaries and any third-party providers used in the ordinary

course of Crowe business operations will meet the confidentiality and data protection requirements in this Agreement. The limitations in this Agreement on Client's remedies will also apply to any such third-party providers and Crowe subsidiaries.

**USE OF SUBCONTRACTORS FOR SERVICE DELIVERY** – Crowe may engage third-party subcontractors in delivering Services to Client. Third-party subcontractors are not owned or controlled by Crowe (including without limitation Crowe Global member firms). If Crowe engages such a subcontractor to deliver Services to Client, Crowe will execute an agreement for the protection of Client's confidential information consistent with the provisions of this Agreement. Crowe will be solely responsible for the provision of Services (including those provided by subcontractors) and for the protection of Client's confidential information. The limitations in this Agreement on Client's remedies will also apply to any subcontractors.

**LEGAL AND REGULATORY CHANGE** – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

**PUBLICATION** – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

**CLIENT REFERENCE** – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

**NO PUNITIVE OR CONSEQUENTIAL DAMAGES** – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

**LIMIT OF LIABILITY** – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

**INDEMNIFICATION FOR THIRD-PARTY CLAIMS** – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

**NO TRANSFER OR ASSIGNMENT OF CLAIMS** – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

**TIME LIMIT ON CLAIMS** – In no event will any action against Crowe, arising from or relating to this Agreement or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) one (1) year after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

**RESPONSE TO LEGAL PROCESS** – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

**MEDIATION** – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

**JURY TRIAL WAIVER** – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

**ARBITRATION** – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation

on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

**NON-SOLICITATION** – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the engagement (“Key Personnel”). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party’s written consent unless the hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel’s compensation for the prior twelve-month period with the other party.

**CROWE AND EQUAL OPPORTUNITY** – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

**CROWE GLOBAL NETWORK** – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. “Crowe” is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit [www.crowe.com/disclosure](http://www.crowe.com/disclosure) for more information about Crowe LLP, its subsidiaries, and Crowe Global.

**SECURITY TESTING RISK** – Client acknowledges and agrees that any security testing-related Services carry inherent risks, including without limitation risks – and associated damages – relating to system crashes, breach of information security, breach of confidentiality, or other risks relating to such Services (“Security Testing Risks”). Client will be solely responsible for maintaining up to date and working backup copies of all its original software and data. Client unconditionally (a) agrees to hold Crowe harmless from any and all causes of action, claims, losses, liabilities and damages relating to or arising from such Security Testing Risks, and (b) waives any claims, in tort, contract or otherwise, and any other rights against Crowe relating to or arising from such Security Testing Risks.





**ATTACHMENT A**

We will provide consulting services (“Services”) and provide certain deliverables (“Deliverables”) to the Town as set forth hereunder. Our Scope of Services may include the following:

- A. Accounting Assistance. Crowe is available to provide accounting assistance to the Town to determine current balances and outstanding obligations of the Town. In addition, Crowe is available on an as needed basis to advise the Town management on accounting and financial reporting issues as they arise.
- B. Budgetary Assistance. Crowe is available to provide budgetary assistance to the Town to determine the current level of budgetary operations. Budgetary assistance is defined as assistance in the development of budgetary goals and objectives; estimates of revenues and expenditures, both operating and capital; and other budget related services as requested.
- C. Municipal and Financial Advisory. Crowe is available to provide municipal and financial advisory services to the Town. Municipal and financial advisory services include analysis of outstanding obligations of the Town, recommendations regarding the issuance of debt, identification of financing alternatives related to funding capital improvements; preparation of debt service coverage calculations, analyses of the current financial condition of the Town, analysis of cost-of-service or rate design matters of the utilities of the Town; regulatory procedural or issue related advice; advice relating to operational or procedural matters; assistance with continuing disclosures, filings, or rating agency matters; and other general accounting, tax or financial services as required or requested.
- D. Other Consulting Assistance. Crowe is available to provide other consulting assistance to the Town. Other consulting assistance is defined as assistance with financial or operational issues for the Town that do not fall within the categories of Accounting, Budgetary, or Municipal and Financial Advisory services.

Crowe will be providing services as a Municipal Advisor and not as a Registered Dealer.

Our fees will be charged at an hourly rate on a time and materials basis, charging for professional time incurred by our personnel in connection with this engagement. The following hourly rates will be used:

|                         |                 |
|-------------------------|-----------------|
| Partner/Director        | \$ 425 - \$ 500 |
| Senior Manager          | \$ 325 - \$ 375 |
| Manager                 | \$ 225 - \$ 290 |
| Staff/Senior Consultant | \$ 140 - \$ 220 |
| Out-of-pocket expenses  | At Cost         |

We will invoice you for our services on a monthly basis as services are rendered and for out of pocket expenses as they are incurred.

Out-of-pocket expenses paid by Crowe are billed to the Client at cost. These expenses generally include, but are not limited to, communication, printing, binding, electronic marketing, electronic bidding expense, evaluation software and travel expenses incurred on behalf of the Client.

## Kirsten Smith

---

**From:** Cedar Lake Historical Assoc. <clhamuseum@yahoo.com>  
**Sent:** Monday, April 8, 2024 8:23 AM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Steamboat Location Request  
**Attachments:** DeweyLineBackground.pdf

### External Email

Good morning all,

I would like to place the steamboat hoist at the north end of the public pier this summer, next to the museum slip that was grant funded for Baby Dewey's use. Brian DeVries has indicated that he will be placing lifts in the water in 2 weeks. I have spoken with Brian and Chief Fisher. Neither of them have a concern with the location nor installation technique since the steamboat will not be tethered to the pier at all. Passengers will continue to board on the landing by the flagpoles. In summary format, we are requesting this arrangement because:

1. police security cameras will be on the steamboat at all times
2. it's an excellent method of publicity
3. it will save CLHA significant volunteer labor hours (approx. 3 hours every Wednesday)
4. it will reduce our fuel costs

Unfortunately, I cannot attend your April 16th meeting. I will be on vacation in DC. If you give me a very specific time to dial in - I will try to rearrange my schedule to zoom into your meeting. But I am hopeful that you can approve this matter outside of the meeting.

You can learn more about the steamboat operation in the attached flyer if you are unfamiliar with the program. We look forward to bringing citizens and visitors onto magnificent Cedar Lake and advocating for our community this summer.

Julie Zasada, Executive Director  
Cedar Lake Historical Association  
*The Museum at Lassen's Resort*  
lassensresort.org  
[REDACTED]

**CAUTION: This email originated outside of our organization. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.**

# Cedar Lake's Premier Historic Tourism Attraction

## A multi-award winning cultural experience



Lassen's Resort enterprise at Cedar Lake begins with steam. In 1896, Christian Lassen began his charter service with a single steamboat taking tourists on trips around the lake. By 1904, the Dewey Line had grown to a fleet.

**Cedar Lake  
1896**

## In 2021, the Cedar Lake Historical Association debuted an unprecedented event: Steam Through History.

**"I LOVED the steam boat ride, that is the only way I would be able to be ON Cedar Lake."**

-2021 Steam Through History Passenger

### The Dewey Line is a proven success.

The program has brought more than 3,500 passengers onto the waters of Cedar Lake and activated 38 new volunteers for the museum. In addition, over 50 new members joined the museum as a direct result of this program.

### The Dewey Line does much more for the community.

- Provides access for residents and guests alike to our magnificent body of water.
- Gives an opportunity to present the lake in a majestic way to instill community pride.
- Establishes awareness for the museum as a cultural center.
- Adds to our volunteers' quality of life and gives them a sense of purpose.

In 2023, the museum welcomed over 200 students to ride the Dewey Line and exposed them to our town's rich history. For 60% of the children, it was their first time ever on Cedar Lake.



### Regional, State & National Awards

- The Society of Innovators at Purdue Northwest Team Innovation Award
- Indiana Historical Society Outstanding Collaborative Project Award
- American Association for State & Local History Albert B. Corey Award of Excellence

The Museum at Lassen's Resort tells the story of Cedar Lake in creative ways.





# 60% of our community's third graders have never ridden a boat on Cedar Lake



## Invest in preserving our culture

### You can instill community pride and plant lasting memories.

Whether it be a lifelong resident, a third grade student, a first time guest, or a family that visits to enjoy this magnificent body of water, lives are changed at Lassen's Resort.

Our volunteers work hard to inspire community pride, provide space and programming for recreation, and keep our culture relevant in these changing times.



Fast food, big box stores, and Starbucks become the culture as many towns grow. The resort-era renaissance is alive and well at The Museum at Lassen's Resort. You can help our volunteers tell the stories that make Cedar Lake a uniquely special place.

**"It was a fun trip & great way to get out on the water for our family."**

**"I've lived here all my life, 18 years...this is my first time on the Lake."**

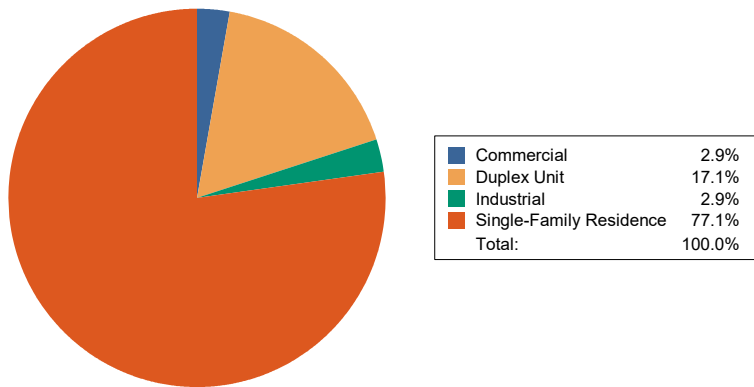
Cedar Lake  
Historical Association

Experiences that illuminate &  
**tell the story of community.**

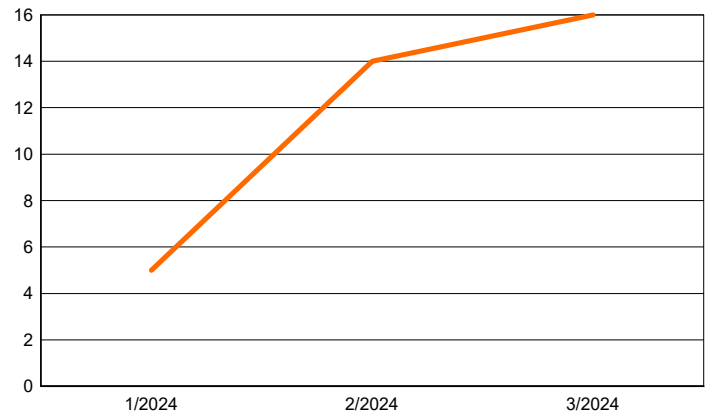


**Report of All New Construction Permits  
1/1/2024 to 3/31/2024  
Grouped by Month**

**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**

Total New Construction Permits: **35**

Total Residential New Construction Permits: **33**

Total Commercial New Construction Permits: **1**

Total School New Construction Permits: **0**

Total Value of New Construction: **\$11,787,504**

Total Value of New Residential Construction: **\$10,407,504**

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

Total Value of New School Construction:

**Town of Cedar Lake**

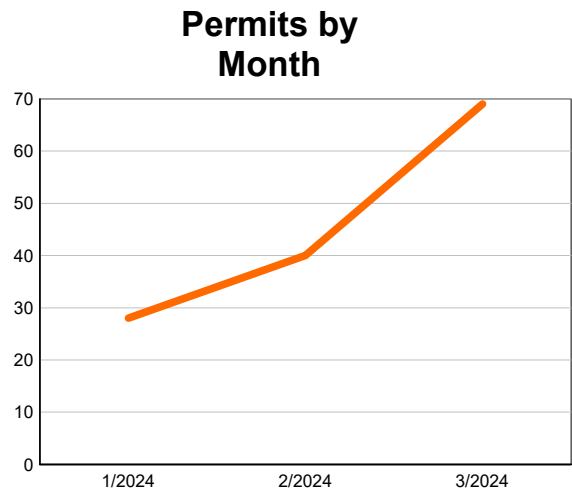
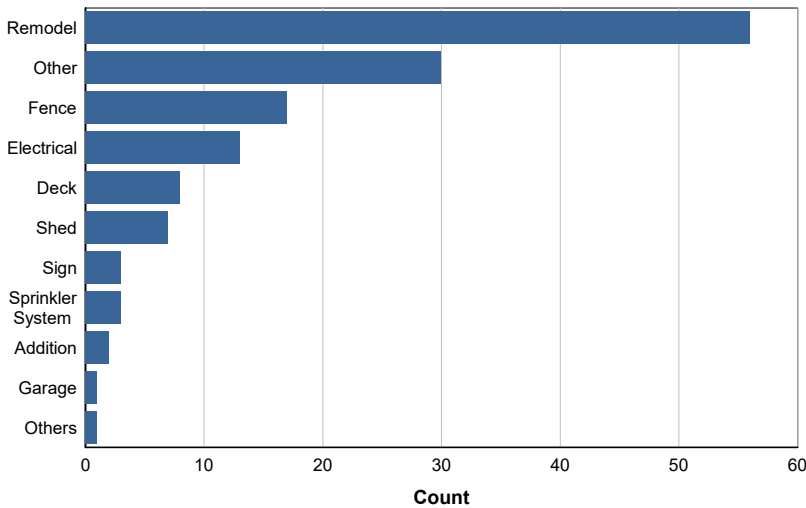
**Office of Building, Zoning, and Planning**

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

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



**Report of All Other Permits  
1/1/2024 to 3/31/2024  
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**

**Grand Total of Other Permits: 137**

**Grand Total Value of All Other Permits: \$3,243,941**



April 12, 2024

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

Attention: [REDACTED] Town Manager

Re: Town Engineer Report for April 16, 2024 Town Council Meeting  
(CBBEL Project [REDACTED])

Dear Council Members:

This letter summarizes Christopher B. Burke Engineering, LLC (CBBEL) Town Engineer activities for reporting and action (as necessary) for the April 16, 2024 Town Council Meeting. This report covers activities for the period of March 16, 2024 through April 12, 2024

**1) Cedar Lake Dredging and Sediment Dewatering Facility Project**

The dredge is scheduled to re-start operations the week of April 14<sup>th</sup>. Operations will resume within Area 10B and continue until current funding has been expended or additional funding is procured.

CBBEL received IDEM’s approval of the proposed water treatment additive (WTA) on April 4, 2024. The WTA is now approved for use by Dredge America in accordance with requirements noted in the permit letter.

CBBEL is working with IDEM to re-instate the Section 401 Water Quality Certification. The project will eventually operate under this permit and the existing wastewater permit (#ING420031) will be superseded.

**2) MS4 Coordination**

*No Change from Previous Report.* CBBEL completed good housekeeping inspections at the public works facility and fire station. Since re-fueling stations have been decommissioned at



the fire station, we recommend that inspections be reduced to annually. CBBEL also completed a good housekeeping workshop for Town Public Works employees on February 9<sup>th</sup>.

### 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.

A September Notice of Funding Availability (NOFA) will be completed by NIRPC. Potential roadway applications were presented to the Town Council President on March 14<sup>th</sup> for consideration. We recommend that meeting with the Town Street Committee be scheduled to discuss future street/stormwater projects.

### 4) Other Funding Opportunities

- **Community Crossing Grant, 2023-2:** The pre-construction meeting was held at Town Hall on March 28<sup>th</sup>. The crack sealing portion of this project will begin April 17<sup>th</sup>. Crack sealing will start on 137<sup>th</sup> Avenue and work clockwise around the lake. The striping portion will commence after the crack sealing is finished.
- **2023 CDBG Funds, Lynnsway ADA Ramps:** The pre-construction meeting was held at Town Hall on March 20<sup>th</sup>. Concrete removals within Lynnsway started last week and curb lines are being poured this week.
- **USDOT, Safe Streets and Roads for All (SS4A):** This program provides funding for both planning and implementation (construction) of infrastructure and initiatives designed to prevent death and serious injury on roads and streets. Applicable planning documents must already be completed to be eligible for implementation grants. More information can be found at <https://www.transportation.gov/grants/SS4A>.

CBBEL met with Town staff on April 4<sup>th</sup> to discuss the draft report. CBBEL received feedback and will now finalize the report. A public meeting has been tentatively

scheduled for June 12<sup>th</sup>. The public meeting is required to meet public participation requirements of the self-certification process for the plan. The report is a necessary part of requirement to be eligible for implementation funding.

- **PCB Monsanto Class Action Settlement**

- **City of Long Beach [CA], et al. v. Monsanto Company, et al.**

- *No Change from Previous Report.* On behalf of the Town, CBBEL submitted an application for Part B Special Funding on July 5<sup>th</sup> to request \$2 million in funding to be allocated to the dredge project and future Alum treatment. CBBEL was informed that no decisions will be made on this funding disbursement until after the April 27, 2024 grant submittal date.

## 5) Town Street Committee & Roadway Items

- Shades (East of Morse St and North of 141<sup>st</sup> Avenue): The pre-construction meeting for Phase 1B was held at Town Hall on April 11<sup>th</sup>. The project is likely to commence the week of May 6<sup>th</sup>. The project has a 75 working day requirement to substantial completion and 90 working days to final completion.

It is our understanding that all easements have been procured within the Phase 1B primary limits. An easement on the Veldkamp parcel has not been procured. This easement is only necessary to replace an existing culvert in-kind. If the homeowner does not grant the easement, this portion of the project will be removed from the contract.

- 133<sup>rd</sup> Avenue Road Raise: CBBEL has begun design of this project. An updated cost estimate was provided to NIRPC on March 21<sup>st</sup> (\$756,700.00 w/ construction observation and excluding the proposed watermain connection). Our geotechnical subconsultant, EAS, has corings scheduled for completion within the next ten days.
- 131<sup>st</sup> Place and Morse Street: *No Change from Previous Report.* CBBEL received the survey on October 4<sup>th</sup> and provided it to the Town for review. We are awaiting direction from the Town on how to proceed.
- Railroad At-Grade Sidewalk Crossing: CBBEL provided a project initiation form from CSX railroad that needs to be signed by the Town prior to the railroad's sub-consultant's being approved to begin engineering reviews.

The four proposed crossings are at 141st Avenue between the Hanover Central Middle School/Railside and Rose Garden Estates/Centennial, 141st Avenue between Beacon Pointe/Beacon Pointe East, 137th Avenue between Kiwanis Park and Winding Creek – Unit 2, and 133rd Avenue over the CSX RR bridge near Smith Concrete.

CBBEL received the updated MFS Billing Form from Town staff. We are now updating plans for the 141<sup>st</sup> Avenue crossing to include a center median and delineating barriers, similar to the 133<sup>rd</sup> Avenue crossing. This information was requested by Town council and staff.

- Road Impact Fee: No Change from Previous Report. CBBEL provided a memorandum on June 23<sup>rd</sup> summarizing costs and tasks related to implementing a Road Impact Fee on new developments.
- Police-Fire Buildings: CBBEL is coordinating with Town staff and the Contractor on an as-needed basis. CBBEL attended the weekly status meeting on April 10<sup>th</sup> to update everyone on the status of the east side watermain permitting.

CBBEL issued the solicitation for quotes for the Emergency Vehicle Preemption (EVP) Signage Project at the new fire station. All quotes are due to Town Hall on May 6<sup>th</sup> at 10:00am and will be opened at the same time.

## 6) Redevelopment Commission

CBBEL is completing the following projects for the Redevelopment Commission:

- Morse Street/Constitution Avenue Watermain Extension: CBBEL is completing west and east side water master planning models. We expect a report to be submitted to IDEM on April 15<sup>th</sup>. This report will provide information per requests from IDEM to summarize the existing and long-term plans of the Town's water utility. This information will also aid in procuring the Notice of Intent (NOI) for the Morse Street watermain extension to the new police and fire buildings. The interconnection within Lakeside South is still a critical path item to connect the Robin's Nest and Lighthouse wells to provide fire flow to the new buildings.

## 7) Plan Commission

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

- Bugaboo Subdivision: No Change from Previous Report. CBBEL provided a comment letter to the Applicant on August 11<sup>th</sup> and is awaiting a response.
- Novak Parcel (129<sup>th</sup> 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: CBBEL received a second preliminary plat submittal on April 8<sup>th</sup> and is currently reviewing.

- Founders Creek PUD: CBBEL issued a comment letter for the Applicant to address on September 15<sup>th</sup>.
- Red Cedars PUD: CBBEL issued a comment letter for the Applicant to address on December 1<sup>st</sup>.
- Bay Bridge PUD: CBBEL issued a comment letter for the Applicant to address on September 15<sup>th</sup>.
- Joyful Acres 1-Lot Subdivision: CBBEL issued a letter on April 12<sup>th</sup> recommending approval of the final plat.
- Dairy Queen Expansion: CBBEL issued a comment letter on April 12<sup>th</sup> for the Applicant to address.
- Stor-Safe, 13649 Wicker Avenue, 1-Lot Subdivision: CBBEL issued a letter on April 11<sup>th</sup> recommending approval of the preliminary plat. A proposed site plan will be reviewed at a later date.
- Carlin's Cove 1-Lot Subdivision: CBBEL issued a letter on April 11<sup>th</sup> recommending approval of the preliminary plat.
- Kubal Addition 1-Lot Subdivision: CBBEL issued a comment letter on April 10<sup>th</sup> for the Applicant to address.
- 141<sup>st</sup> Avenue Storage Partners: CBBEL issued a letter on April 12<sup>th</sup> recommending approval of the final plat. We recommend that if the plat is approved that the Letter of Credit be posted at full value due to on-going soil erosion and sediment control issues on the project site.
- Subdivision Ordinance/Development Standards Manual Update: CBBEL has begun updates to the DSM and is currently on-going. CBBEL received comments from Public Works and Nies. CBBEL will circulate an updated version of the details and revised specifications soon. CBBEL met with Public Works personnel on January 8<sup>th</sup> to discuss the draft details.

## 8) Stormwater Management Board

CBBEL is completing work to update construction estimates to aid in the 2024 scoring and selection process. This process will be completed at the May meeting. There will be approximately six projects scored this year.

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. **The finalized easement documents were received from the Town Attorney on September 7th.**

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. **Town staff is coordinating signatures for all required easements. CBBEL is updating the previous plan to add an additional structure within the upstream portion of the proposed system to address a homeowner concern. We are also completing an additional ingress-egress easement to gain access to the Phase 2 work area.**

6425 W. 145th Avenue: CBBEL presented a concept plan to the Board at the March meeting. Preliminary costs were provided and the Board will take it under advisement during project scoring. **CBBEL met with the Town Director of Operations at the project site on March 7<sup>th</sup> to discuss the project and measure out quantities. It is our understanding this work will be completed next week by Public Works.**

9000 W. 130th Court, Woodland Hills Subdivision: CBBEL reviewed the video of this pipe. 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. **The Town Attorney has asked for a meeting regarding ownership of the parcel. We are currently evaluating this project to determine if it is feasible based on easement acquisition issues with the western property adjoiner.**

Wilson Ditch Projects, 8235-8337 W. 128<sup>th</sup> Place: Public Works will be completing installation of an additional inlet at the corner of Wrightwood Street and W. 128<sup>th</sup> Place to capture runoff within the vicinity. Additionally, an estimate is being prepared for a streambank stabilization project in front of 8337 W. 128<sup>th</sup> Place.

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

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

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

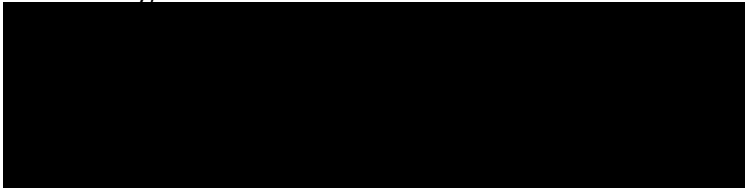
## 9) Building Department

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

Ordinance Updates: An updated floodplain ordinance was sent to Town staff on January 31st. CBBEL will be continuing updates to the Town's Subdivision Ordinance, Development Standards Manual, and Stormwater Ordinances throughout 2024.

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

Sincerely,



L060015 Council Report 041224.docx

CC: Planning Director  
Director of Operations  
Building Administrator  
Town Attorney

Attachments: Project Status Report  
All Projects Schedule

# Town of Cedar Lake – Project Status Report

## Christopher B. Burke Engineering, LLC

updated 04/12/24

| Job No.      | Description                          | Budget               | Deliverable(s)                                      | Status   | Deadline(s)           |
|--------------|--------------------------------------|----------------------|---|--|-----------------------|
| 060015.00001 | Town Council                         | n/a                  | Town Council Report for 04/16/24 meeting            | Completed  | 04/12/24              |
| 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                            | <p>The dredge is scheduled to re-start operations the week of April 14<sup>th</sup>. Operations will resume within Area 10B and continue until current funding has been expended or additional funding is procured.</p> <p>CBBEL received IDEM’s approval of the proposed water treatment additive (WTA) on April 4, 2024. The WTA is now approved for use by Dredge America in accordance with requirements noted in the permit letter.</p> <p>CBBEL is working with IDEM to re-instate the Section 401 Water Quality Certification. The project will eventually operate under this permit and the existing wastewater permit (#ING420031) will be superseded. – 04/12/24 Council Report for details.</p> | ongoing               |
| 230324       | Morse/Constitution Watermain Project | \$210,100 (combined) | Construction Observation                            | CBBEL is completing west and east side water master planning models. We expect a report to be submitted to IDEM on April 15 <sup>th</sup> . This report will provide information per requests from IDEM to summarize the existing and long-term plans of the Town’s water utility. This information will also aid in procuring the Notice of Intent (NOI) for the Morse Street watermain extension to the new police and fire buildings. The interconnection within Lakeside South is still a critical path item to connect the Robin’s Nest and Lighthouse wells to provide fire flow to the new buildings. – 04/12/24 Council Report for details.  | ongoing               |
| 230324       | Shades Subdivision Project           | \$210,100 (combined) | Construction Observation                            | The pre-construction meeting for Phase 1B was held at Town Hall on April 11 <sup>th</sup> . The project is likely to commence the week of May 6 <sup>th</sup> . The project has a 75   | ongoing               |



# Town of Cedar Lake – Project Status Report

## Christopher B. Burke Engineering, LLC

updated 04/12/24

| Job No. | Description      | Budget               | Deliverable(s)                          | Status   | Deadline(s) |
|---------|------------------|----------------------|---|--|-------------|
|         |                  |                      |   | <p>working day requirement to substantial completion and 90 working days to final completion.</p> <p>It is our understanding that all easements have been procured within the Phase 1B primary limits. An easement on the Veldkamp parcel has not been procured. This easement is only necessary to replace an existing culvert in-kind. If the homeowner does not grant the easement, this portion of the project will be removed from the contract.<br/>– see 04/12/24 Council Report for details.</p> |             |
| 090043  | MS4 Coordination | \$19,400<br>(annual) | MS4 Coordination Services & Development | <p><i>No Change from Previous Report.</i> CBBEL completed good housekeeping inspections at the public works facility and fire station. Since re-fueling stations have been decommissioned at the fire station, we recommend that inspections be reduced to annually. CBBEL also completed a good housekeeping workshop for Town Public Works employees on February 9<sup>th</sup>.<br/>– see 04/12/24 Council Report for details.</p>  | 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 |
| <b>Morse Street/Constitution Ave Watermain Ext</b> |      |   |   |   |   |   |   |   |   |    |    |    |      |   |   |   |   |   |   |   |   |    |    |    |      |   |   |   |   |   |   |   |   |    |    |    |
| Construction, TBD                                  |      |   |   |   |   |   |   |   |   |    |    |    |      |   |   |   |   |   |   |   |   |    |    |    |      |   |   |   |   |   |   |   |   |    |    |    |
| <b>Shades Subdivision</b>                          |      |   |   |   |   |   |   |   |   |    |    |    |      |   |   |   |   |   |   |   |   |    |    |    |      |   |   |   |   |   |   |   |   |    |    |    |
| Construction                                       |      |   |   |   |   |   |   |   |   |    |    |    |      |   |   |   |   |   |   |   |   |    |    |    |      |   |   |   |   |   |   |   |   |    |    |    |
| <b>Stage 2 - Cedar Lake Dredging</b>               |      |   |   |   |   |   |   |   |   |    |    |    |      |   |   |   |   |   |   |   |   |    |    |    |      |   |   |   |   |   |   |   |   |    |    |    |
| Construction                                       |      |   |   |   |   |   |   |   |   |    |    |    |      |   |   |   |   |   |   |   |   |    |    |    |      |   |   |   |   |   |   |   |   |    |    |    |

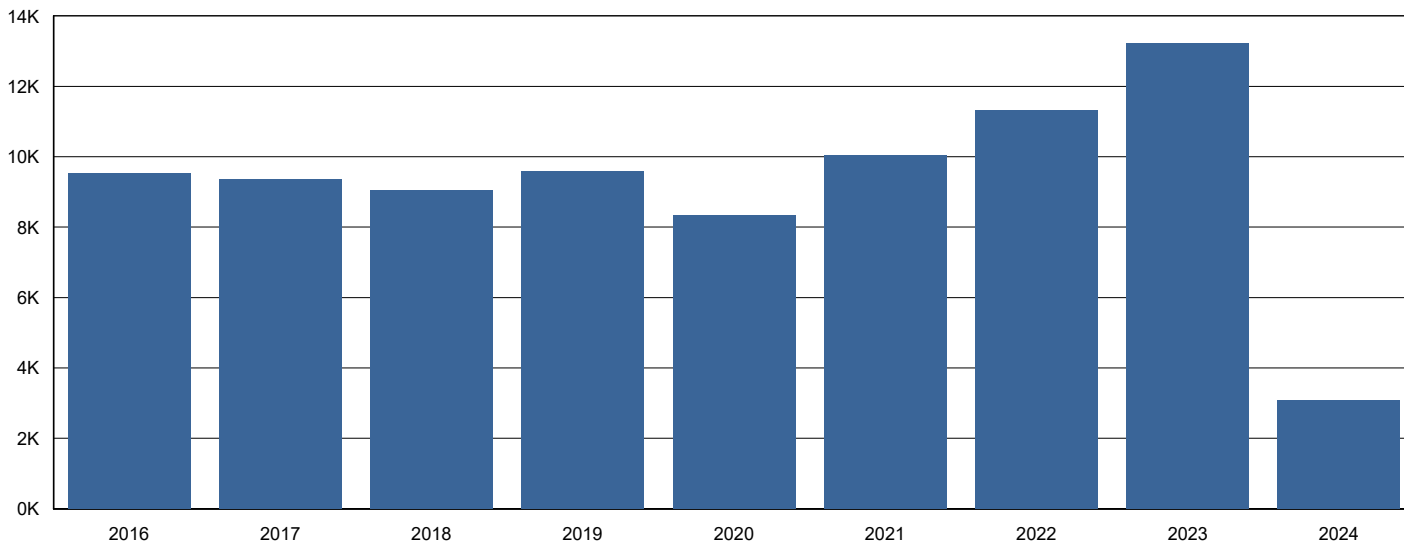


On Saturday, April 6, 2024, Cedar Lake Police Department received a Kustom Talon Handheld Radar unit donated by Aron Schuhrke (State Farm) and Dennis & Cindy Portega (Dragobobs) to help officers enforce speeding on Lake Shore Drive with the intent for it to be used by officers working grants or assigned to special traffic enforcement assignments. Thank you to these community businesses for your generous donation to our department!

# Cedar Lake Police Department

## Calls for Service Analysis

1/1/2016 to 3/31/2024



|              | 2016         | 2017         | 2018         | 2019         | 2020         | 2021          | 2022          | 2023          | 2024         |
|--------------|--------------|--------------|--------------|--------------|--------------|---------------|---------------|---------------|--------------|
| <b>Jan</b>   | 616          | 768          | 600          | 672          | 765          | 745           | 859           | 1,248         | 917          |
| <b>Feb</b>   | 608          | 801          | 582          | 782          | 733          | 692           | 685           | 1,145         | 1,072        |
| <b>Mar</b>   | 917          | 797          | 633          | 825          | 602          | 956           | 926           | 1,186         | 1,099        |
| <b>Apr</b>   | 745          | 808          | 652          | 891          | 350          | 836           | 844           | 1,209         |              |
| <b>May</b>   | 859          | 867          | 837          | 838          | 723          | 850           | 1,104         | 1,071         |              |
| <b>Jun</b>   | 924          | 862          | 846          | 821          | 763          | 940           | 946           | 1,255         |              |
| <b>Jul</b>   | 1,001        | 843          | 933          | 842          | 806          | 956           | 1,006         | 1,087         |              |
| <b>Aug</b>   | 744          | 800          | 837          | 901          | 888          | 878           | 1,060         | 1,091         |              |
| <b>Sep</b>   | 753          | 807          | 828          | 826          | 728          | 782           | 974           | 945           |              |
| <b>Oct</b>   | 787          | 666          | 860          | 742          | 682          | 829           | 977           | 1,060         |              |
| <b>Nov</b>   | 830          | 703          | 744          | 743          | 642          | 743           | 917           | 970           |              |
| <b>Dec</b>   | 738          | 645          | 705          | 710          | 641          | 818           | 1,020         | 954           |              |
| <b>Total</b> | <b>9,522</b> | <b>9,367</b> | <b>9,057</b> | <b>9,593</b> | <b>8,323</b> | <b>10,025</b> | <b>11,318</b> | <b>13,221</b> | <b>3,088</b> |

Calls Per Day: 33.93

# Cedar Lake Police Department

## Traffic Stop Analysis

1/1/2016 to 3/31/2024



|              | <b>2016</b>  | <b>2017</b>  | <b>2018</b>  | <b>2019</b>  | <b>2020</b>  | <b>2021</b>  | <b>2022</b>  | <b>2023</b>  | <b>2024</b>  |
|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| <b>Jan</b>   | 279          | 353          | 180          | 260          | 321          | 351          | 389          | 738          | 400          |
| <b>Feb</b>   | 221          | 400          | 161          | 331          | 300          | 285          | 257          | 651          | 559          |
| <b>Mar</b>   | 489          | 372          | 225          | 380          | 190          | 460          | 373          | 632          | 601          |
| <b>Apr</b>   | 328          | 266          | 229          | 415          | 21           | 376          | 324          | 534          |              |
| <b>May</b>   | 361          | 277          | 250          | 345          | 119          | 318          | 418          | 435          |              |
| <b>Jun</b>   | 325          | 269          | 260          | 345          | 182          | 318          | 283          | 576          |              |
| <b>Jul</b>   | 393          | 245          | 292          | 371          | 285          | 372          | 359          | 476          |              |
| <b>Aug</b>   | 258          | 249          | 236          | 366          | 303          | 364          | 421          | 479          |              |
| <b>Sep</b>   | 264          | 284          | 286          | 259          | 212          | 281          | 378          | 430          |              |
| <b>Oct</b>   | 356          | 191          | 302          | 285          | 182          | 348          | 417          | 471          |              |
| <b>Nov</b>   | 407          | 257          | 280          | 329          | 172          | 320          | 397          | 519          |              |
| <b>Dec</b>   | 311          | 186          | 269          | 317          | 203          | 357          | 474          | 415          |              |
| <b>Total</b> | <b>3,992</b> | <b>3,349</b> | <b>2,970</b> | <b>4,003</b> | <b>2,490</b> | <b>4,150</b> | <b>4,490</b> | <b>6,356</b> | <b>1,560</b> |

# Cedar Lake Police Department

## Warning Analysis

1/1/2016 to 3/31/2024



|              | <b>2016</b>  | <b>2017</b>  | <b>2018</b>  | <b>2019</b>  | <b>2020</b>  | <b>2021</b>  | <b>2022</b>  | <b>2023</b>  | <b>2024</b>  |
|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| <b>Jan</b>   | 171          | 215          | 105          | 202          | 275          | 291          | 305          | 753          | 400          |
| <b>Feb</b>   | 122          | 236          | 99           | 299          | 253          | 235          | 236          | 694          | 542          |
| <b>Mar</b>   | 267          | 221          | 125          | 343          | 154          | 395          | 396          | 729          | 537          |
| <b>Apr</b>   | 194          | 195          | 148          | 376          | 15           | 323          | 301          | 544          |              |
| <b>May</b>   | 210          | 210          | 225          | 289          | 112          | 263          | 461          | 452          |              |
| <b>Jun</b>   | 198          | 211          | 191          | 309          | 136          | 273          | 334          | 634          |              |
| <b>Jul</b>   | 203          | 166          | 271          | 316          | 234          | 338          | 356          | 504          |              |
| <b>Aug</b>   | 177          | 173          | 220          | 313          | 218          | 270          | 438          | 499          |              |
| <b>Sep</b>   | 158          | 182          | 228          | 223          | 188          | 205          | 433          | 448          |              |
| <b>Oct</b>   | 228          | 128          | 322          | 222          | 154          | 265          | 419          | 490          |              |
| <b>Nov</b>   | 235          | 161          | 243          | 260          | 182          | 258          | 404          | 506          |              |
| <b>Dec</b>   | 215          | 115          | 193          | 272          | 180          | 251          | 465          | 437          |              |
| <b>Total</b> | <b>2,378</b> | <b>2,213</b> | <b>2,370</b> | <b>3,424</b> | <b>2,101</b> | <b>3,367</b> | <b>4,548</b> | <b>6,690</b> | <b>1,479</b> |



# Cedar Lake Police Department

## Citation Analysis

1/1/2016 to 3/31/2024



|              | <b>2016</b>  | <b>2017</b>  | <b>2018</b>  | <b>2019</b>  | <b>2020</b>  | <b>2021</b>  | <b>2022</b>  | <b>2023</b>  | <b>2024</b> |
|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|-------------|
| <b>Jan</b>   | 106          | 136          | 92           | 120          | 207          | 169          | 165          | 191          | 120         |
| <b>Feb</b>   | 96           | 200          | 80           | 148          | 148          | 156          | 103          | 203          | 167         |
| <b>Mar</b>   | 244          | 187          | 108          | 120          | 122          | 215          | 164          | 207          | 189         |
| <b>Apr</b>   | 145          | 142          | 123          | 102          | 38           | 126          | 152          | 215          |             |
| <b>May</b>   | 193          | 148          | 122          | 98           | 74           | 144          | 159          | 163          |             |
| <b>Jun</b>   | 180          | 164          | 122          | 107          | 140          | 156          | 167          | 189          |             |
| <b>Jul</b>   | 245          | 147          | 118          | 112          | 156          | 163          | 213          | 150          |             |
| <b>Aug</b>   | 137          | 113          | 83           | 112          | 193          | 123          | 232          | 180          |             |
| <b>Sep</b>   | 122          | 91           | 97           | 106          | 137          | 147          | 166          | 121          |             |
| <b>Oct</b>   | 163          | 85           | 87           | 113          | 110          | 147          | 140          | 148          |             |
| <b>Nov</b>   | 183          | 84           | 92           | 92           | 107          | 129          | 117          | 162          |             |
| <b>Dec</b>   | 123          | 94           | 93           | 111          | 85           | 117          | 149          | 101          |             |
| <b>Total</b> | <b>1,937</b> | <b>1,591</b> | <b>1,217</b> | <b>1,341</b> | <b>1,517</b> | <b>1,792</b> | <b>1,927</b> | <b>2,030</b> | <b>476</b>  |

# Cedar Lake Police Department

## Law Incident Analysis

1/1/2016 to 3/31/2024



|              | <b>2016</b>  | <b>2017</b>  | <b>2018</b>  | <b>2019</b>  | <b>2020</b>  | <b>2021</b>  | <b>2022</b>  | <b>2023</b>  | <b>2024</b>  |
|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| <b>Jan</b>   | 341          | 440          | 460          | 433          | 499          | 459          | 503          | 513          | 540          |
| <b>Feb</b>   | 385          | 404          | 451          | 484          | 454          | 460          | 433          | 502          | 495          |
| <b>Mar</b>   | 458          | 443          | 461          | 461          | 427          | 522          | 546          | 550          | 548          |
| <b>Apr</b>   | 488          | 564          | 471          | 512          | 334          | 508          | 501          | 649          |              |
| <b>May</b>   | 512          | 629          | 624          | 518          | 642          | 556          | 674          | 630          |              |
| <b>Jun</b>   | 612          | 628          | 644          | 505          | 625          | 663          | 659          | 700          |              |
| <b>Jul</b>   | 629          | 659          | 682          | 510          | 575          | 652          | 630          | 661          |              |
| <b>Aug</b>   | 505          | 614          | 656          | 572          | 633          | 555          | 637          | 630          |              |
| <b>Sep</b>   | 489          | 573          | 575          | 602          | 573          | 525          | 578          | 557          |              |
| <b>Oct</b>   | 439          | 511          | 594          | 476          | 562          | 499          | 539          | 605          |              |
| <b>Nov</b>   | 425          | 488          | 507          | 444          | 495          | 429          | 514          | 495          |              |
| <b>Dec</b>   | 441          | 488          | 455          | 420          | 460          | 481          | 546          | 538          |              |
| <b>Total</b> | <b>5,724</b> | <b>6,441</b> | <b>6,580</b> | <b>5,937</b> | <b>6,279</b> | <b>6,309</b> | <b>6,760</b> | <b>7,030</b> | <b>1,583</b> |

# Cedar Lake Police Department

## Arrest Analysis

1/1/2016 to 3/31/2024



|              | <b>2016</b> | <b>2017</b> | <b>2018</b> | <b>2019</b> | <b>2020</b> | <b>2021</b> | <b>2022</b> | <b>2023</b> | <b>2024</b> |
|--------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| <b>Jan</b>   | 25          | 35          | 21          | 28          | 40          | 32          | 31          | 27          | 33          |
| <b>Feb</b>   | 15          | 17          | 8           | 37          | 22          | 29          | 30          | 29          | 32          |
| <b>Mar</b>   | 20          | 14          | 20          | 26          | 10          | 27          | 31          | 27          | 27          |
| <b>Apr</b>   | 33          | 21          | 31          | 31          | 7           | 13          | 31          | 30          |             |
| <b>May</b>   | 18          | 33          | 39          | 26          | 24          | 30          | 26          | 23          |             |
| <b>Jun</b>   | 39          | 25          | 28          | 38          | 25          | 36          | 28          | 41          |             |
| <b>Jul</b>   | 38          | 21          | 26          | 25          | 23          | 26          | 27          | 27          |             |
| <b>Aug</b>   | 26          | 30          | 40          | 43          | 25          | 17          | 26          | 23          |             |
| <b>Sep</b>   | 19          | 19          | 34          | 22          | 31          | 28          | 20          | 28          |             |
| <b>Oct</b>   | 28          | 26          | 34          | 23          | 27          | 32          | 38          | 11          |             |
| <b>Nov</b>   | 15          | 24          | 19          | 20          | 23          | 20          | 18          | 20          |             |
| <b>Dec</b>   | 16          | 24          | 16          | 18          | 10          | 20          | 27          | 22          |             |
| <b>Total</b> | <b>292</b>  | <b>289</b>  | <b>316</b>  | <b>337</b>  | <b>267</b>  | <b>310</b>  | <b>333</b>  | <b>308</b>  | <b>92</b>   |

# Cedar Lake Police Department

## Arrest Offense Analysis

1/1/2016 to 3/31/2024



|              | <b>2016</b> | <b>2017</b> | <b>2018</b> | <b>2019</b> | <b>2020</b> | <b>2021</b> | <b>2022</b> | <b>2023</b> | <b>2024</b> |
|--------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| <b>Jan</b>   | 28          | 58          | 26          | 62          | 71          | 51          | 51          | 43          | 50          |
| <b>Feb</b>   | 25          | 26          | 15          | 71          | 37          | 59          | 47          | 50          | 57          |
| <b>Mar</b>   | 23          | 25          | 35          | 52          | 18          | 42          | 69          | 48          | 32          |
| <b>Apr</b>   | 53          | 40          | 45          | 45          | 16          | 21          | 54          | 48          |             |
| <b>May</b>   | 26          | 52          | 63          | 37          | 31          | 51          | 45          | 34          |             |
| <b>Jun</b>   | 63          | 35          | 43          | 61          | 41          | 68          | 45          | 63          |             |
| <b>Jul</b>   | 60          | 34          | 35          | 42          | 42          | 46          | 58          | 37          |             |
| <b>Aug</b>   | 33          | 50          | 49          | 70          | 44          | 29          | 49          | 48          |             |
| <b>Sep</b>   | 26          | 35          | 46          | 38          | 55          | 61          | 34          | 37          |             |
| <b>Oct</b>   | 42          | 40          | 55          | 33          | 61          | 63          | 63          | 13          |             |
| <b>Nov</b>   | 29          | 33          | 31          | 35          | 40          | 34          | 39          | 46          |             |
| <b>Dec</b>   | 28          | 35          | 19          | 32          | 21          | 30          | 59          | 32          |             |
| <b>Total</b> | <b>436</b>  | <b>463</b>  | <b>462</b>  | <b>578</b>  | <b>477</b>  | <b>555</b>  | <b>613</b>  | <b>499</b>  | <b>139</b>  |

## Cedar Lake Police Department

### Town Ordinance Warnings

1/1/2024 to 3/31/24

Grouped by Offense

|  | Jan | Feb | Mar | Total     |
|--|-----|-----|-----|-----------|
| <i>Aband Vehicle on Roadway</i>        | 0   | 0   | 4   | <b>4</b>  |
| <i>Abandoned Vehicle</i>               | 13  | 30  | 16  | <b>59</b> |
| <i>DOGS - LICENSE AND</i>              | 0   | 0   | 1   | <b>1</b>  |
| <i>DOGS - RUNNING AT LARGE</i>         | 1   | 0   | 1   | <b>2</b>  |
| <i>House Numbers</i>                   | 0   | 1   | 0   | <b>1</b>  |
| <i>Non-Use Refuse Container</i>        | 0   | 1   | 0   | <b>1</b>  |
| <i>NUISANCES - ACCUMULATION</i>        | 0   | 6   | 2   | <b>8</b>  |
| <i>NUISANCES - DWELLINGS UNFIT</i>     | 0   | 1   | 1   | <b>2</b>  |
| <i>OBSTRUCTIONS TO VISIBILITY AT</i>   | 0   | 0   | 1   | <b>1</b>  |
| <i>OPERATION OF VEHICLE AT STOP</i>    | 0   | 1   | 0   | <b>1</b>  |
| <i>Parking - Blocking Traffic</i>      | 2   | 0   | 1   | <b>3</b>  |
| <i>Parking - Signs/Postings</i>        | 0   | 1   | 0   | <b>1</b>  |
| <i>Parking - Traveled Portion RDWY</i> | 0   | 1   | 0   | <b>1</b>  |
| <i>Scattering of Refuse</i>            | 0   | 1   | 0   | <b>1</b>  |
| <i>TRUCK ROUTE</i>                     | 0   | 1   | 0   | <b>1</b>  |
| <i>Unauthorized Accumulation</i>       | 2   | 2   | 2   | <b>6</b>  |

|              | <b>Jan</b> | <b>Feb</b> | <b>Mar</b> | <b>Total</b> |
|--------------|------------|------------|------------|--------------|
| <b>Total</b> | 18         | 46         | 29         | <b>93</b>    |



## Cedar Lake Police Department

### Town Ordinance Citations

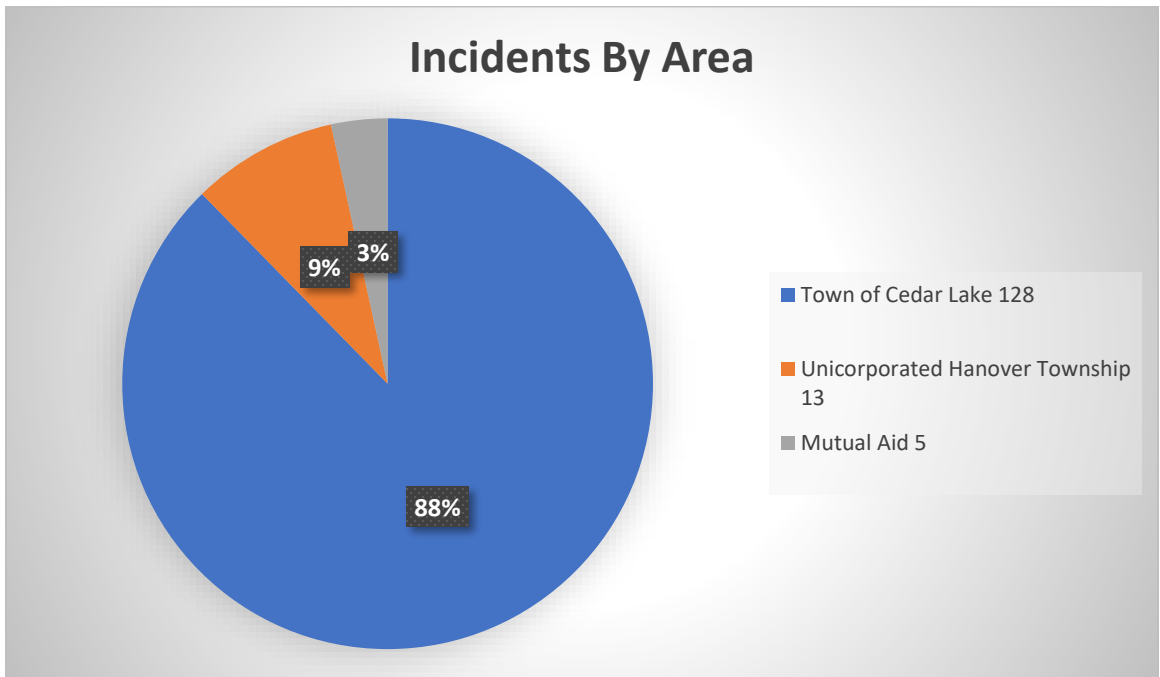
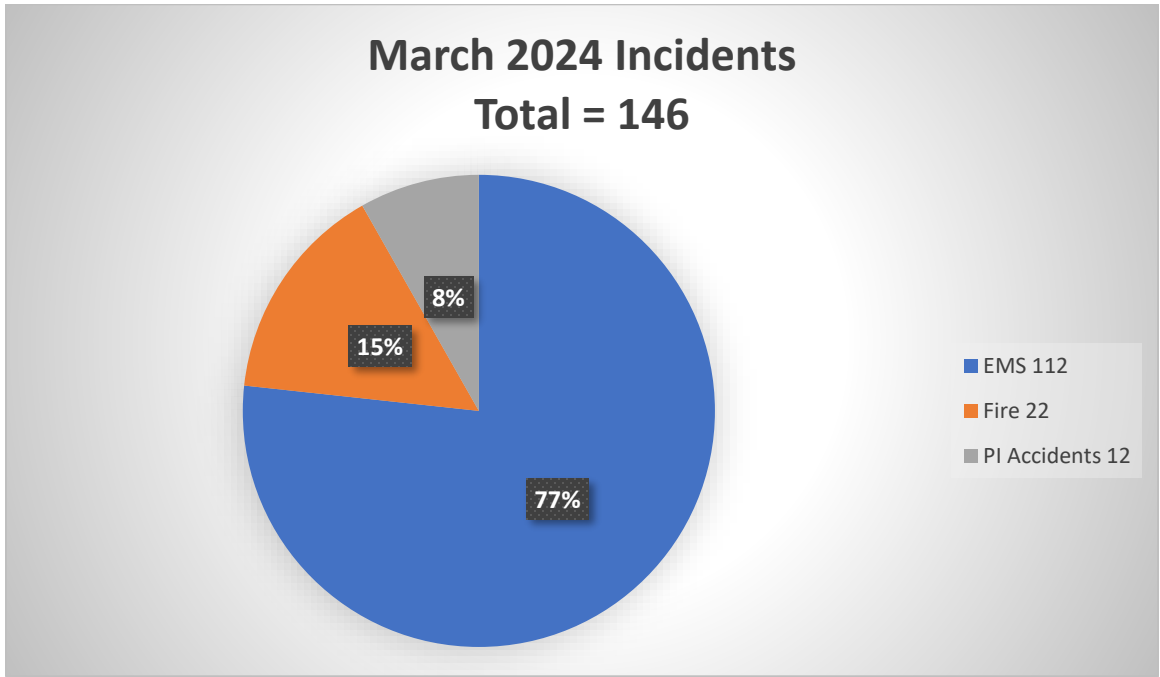
1/1/2024 to 3/31/2024

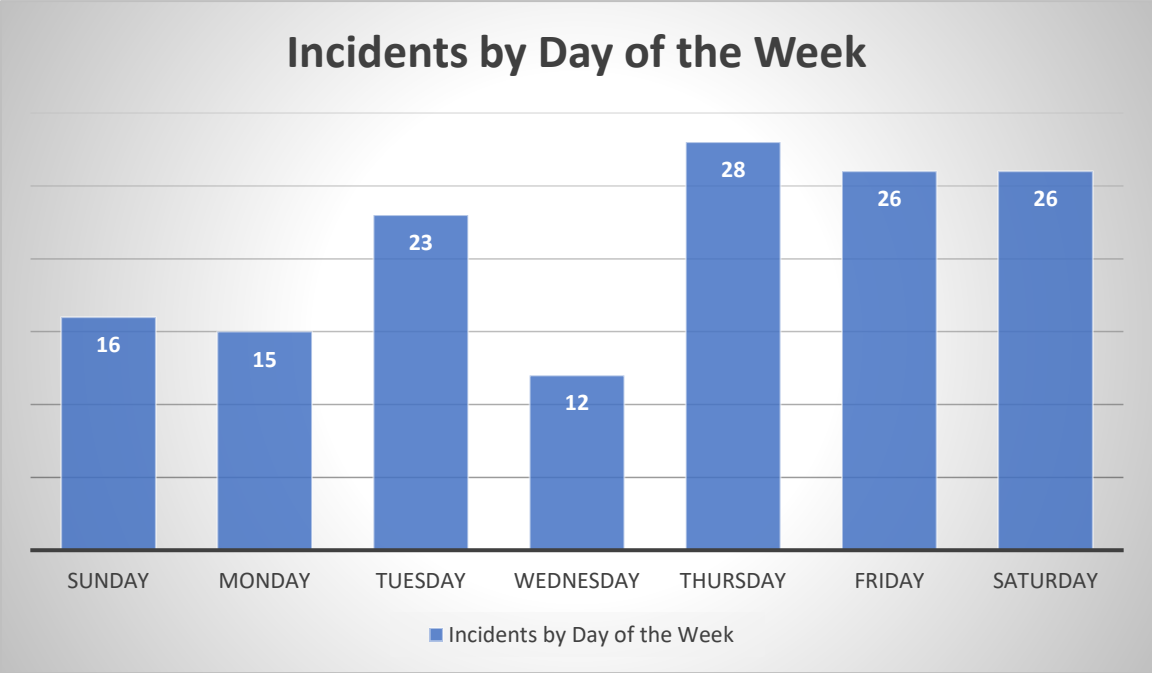
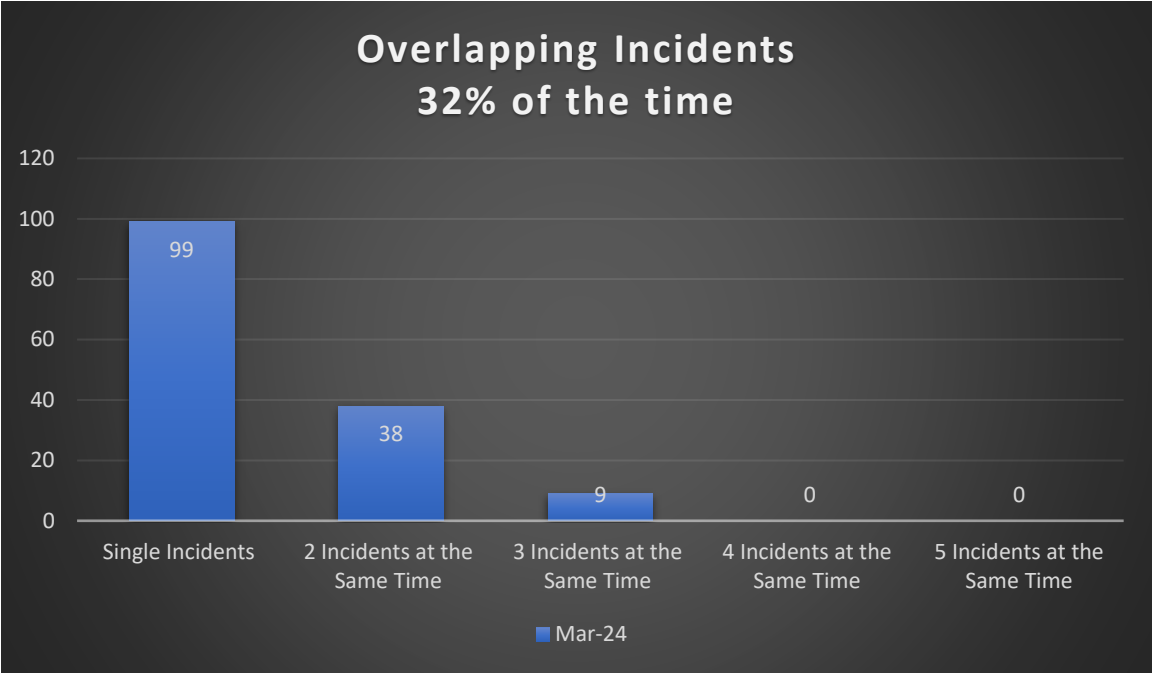
Grouped by Offense

|                                      | Jan       | Feb       | Mar       | Total      |
|--------------------------------------|-----------|-----------|-----------|------------|
| <i>Abandoned Vehicle</i>             | 28        | 33        | 31        | <b>92</b>  |
| <i>DOGS - LICENSE AND</i>            | 0         | 1         | 0         | <b>1</b>   |
| <i>DOGS - RABIES PROTECTION</i>      | 0         | 1         | 0         | <b>1</b>   |
| <i>Non-Use Refuse Container</i>      | 0         | 1         | 0         | <b>1</b>   |
| <i>NUISANCES - ACCUMULATION</i>      | 2         | 10        | 11        | <b>23</b>  |
| <i>NUISANCES - DWELLINGS UNFIT</i>   | 0         | 0         | 1         | <b>1</b>   |
| <i>NUISANCES - NOISE</i>             | 0         | 0         | 1         | <b>1</b>   |
| <i>NUISANCES - PROHIBITED</i>        | 0         | 0         | 1         | <b>1</b>   |
| <i>OFF-ROAD VEHICLES -</i>           | 0         | 0         | 2         | <b>2</b>   |
| <i>PARKING - SIGNS, POSTINGS,</i>    | 0         | 0         | 2         | <b>2</b>   |
| <i>Scattering of Refuse</i>          | 1         | 4         | 4         | <b>9</b>   |
| <i>SPEED LIMITS - 11-20 MPH OVER</i> | 0         | 2         | 0         | <b>2</b>   |
| <i>SPEED LIMITS - 21-30 MPH OVER</i> | 0         | 2         | 0         | <b>2</b>   |
| <i>Unauthorized Accumulation</i>     | 0         | 0         | 1         | <b>1</b>   |
| <i>WEAPONS - USE AND DISCHARGE</i>   | 0         | 0         | 1         | <b>1</b>   |
| <b>Total</b>                         | <b>31</b> | <b>54</b> | <b>55</b> | <b>140</b> |

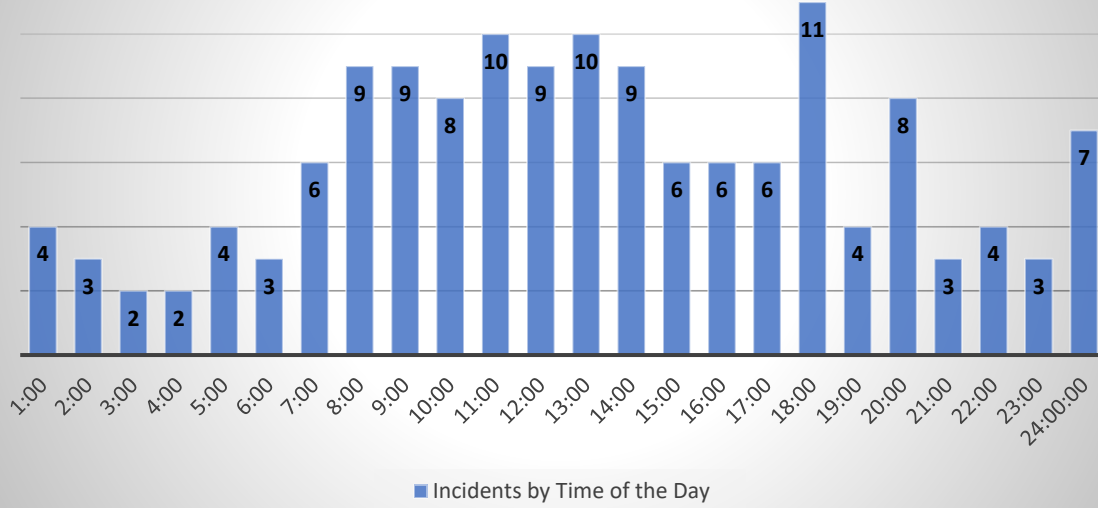


# March 2024 Operations Report

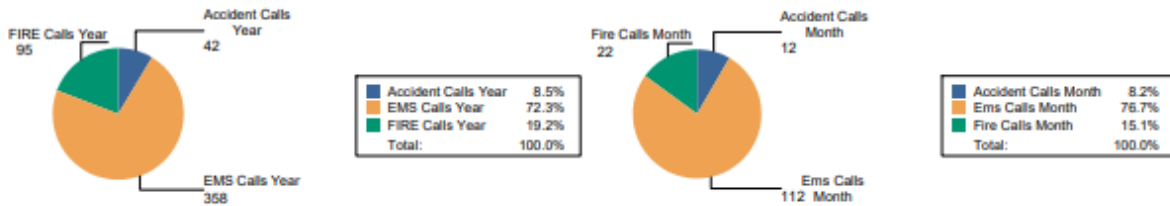




## Incidents by Time of the Day



**Cedar Lake Fire Department  
Monthly Summary Report  
1/1/2024 to 3/31/2024**



**Average Daily Calls for Service: 5.53**

**Yearly Totals**

|                  |    |
|------------------|----|
| Death Investigtn | 1  |
| EMS Abdominal    | 6  |
| EMS Allergic     | 3  |
| EMS Animal Bite  | 1  |
| EMS Assault      | 5  |
| EMS Back Pain    | 2  |
| EMS Bleeding     | 7  |
| EMS Breathing    | 21 |
| EMS Chest Pain   | 13 |
| EMS Choking      | 3  |
| EMS Death        | 2  |
| EMS Diabetic     | 12 |
| EMS Fall         | 57 |
| EMS Full Arrest  | 7  |
| EMS Gunshot      | 1  |
| EMS Headache     | 1  |
| EMS Heart Prob   | 9  |
| EMS Heat / Cold  | 1  |
| EMS Lift Assist  | 57 |
| EMS Misc         | 2  |
| EMS Overdose     | 7  |
| EMS Pregnancy    | 1  |
| EMS Psych        | 24 |
| EMS Seizure      | 11 |
| EMS Sick Person  | 50 |
| EMS Stabbing     | 1  |
| EMS Standby      | 6  |
| EMS Stroke       | 9  |
| EMS Trauma       | 7  |
| EMS Uncons       | 18 |
| EMS Unknown      | 14 |
| Fall             | 1  |
| FIRE Alarm       | 14 |
| FIRE Appliance   | 1  |
| FIRE Assist      | 6  |
| FIRE Brush       | 2  |
| FIRE CO Alarm    | 17 |
| FIRE Electrical  | 2  |
| FIRE Garage      | 1  |
| FIRE Gas IN      | 8  |
| FIRE Gas OUT     | 3  |
| FIRE Inspection  | 1  |
| FIRE Marine      | 1  |
| FIRE Misc        | 1  |
| FIRE Mutual Aid  | 1  |
| FIRE Odor        | 2  |

**Monthly Totals**

|                         |            |
|-------------------------|------------|
| EMS Abdominal           | 2          |
| EMS Assault             | 3          |
| EMS Back Pain           | 1          |
| EMS Bleeding            | 3          |
| EMS Breathing           | 7          |
| EMS Chest Pain          | 3          |
| EMS Choking             | 1          |
| EMS Diabetic            | 3          |
| EMS Fall                | 19         |
| EMS Full Arrest         | 3          |
| EMS Heart Prob          | 6          |
| EMS Lift Assist         | 21         |
| EMS Misc                | 1          |
| EMS Overdose            | 1          |
| EMS Pregnancy           | 1          |
| EMS Psych               | 8          |
| EMS Seizure             | 4          |
| EMS Sick Person         | 13         |
| EMS Standby             | 1          |
| EMS Stroke              | 2          |
| EMS Trauma              | 2          |
| EMS Uncons              | 5          |
| EMS Unknown             | 2          |
| FIRE Alarm              | 4          |
| FIRE Brush              | 1          |
| FIRE CO Alarm           | 3          |
| FIRE Gas IN             | 2          |
| FIRE Marine             | 1          |
| FIRE Misc               | 1          |
| FIRE Outside            | 1          |
| FIRE Smoke Odor         | 1          |
| FIRE Standby            | 1          |
| FIRE Structure          | 5          |
| FIRE Utility            | 2          |
| PI Accident             | 12         |
| <b>Total for Month:</b> | <b>146</b> |



|                        |            |
|------------------------|------------|
| <b>FIRE Outside</b>    | <b>2</b>   |
| <b>FIRE Smoke Odor</b> | <b>1</b>   |
| <b>FIRE Standby</b>    | <b>5</b>   |
| <b>FIRE Structure</b>  | <b>20</b>  |
| <b>FIRE Utility</b>    | <b>5</b>   |
| <b>FIRE Washdown</b>   | <b>1</b>   |
| <b>FIRE Water Resc</b> | <b>1</b>   |
| <b>PI Accident</b>     | <b>42</b>  |
| <b>Welfare Check</b>   | <b>1</b>   |
| <b>Total for Year:</b> | <b>498</b> |

# March 2024 Training Report

## Hours Logged: 632

