

- Ordinance No. 1508 - Dog Park Fees** (passed at Parks & Recreation Board on January 2, 2025 with a vote of 4 to 0)

Motion: _____ 1st _____ 2nd _____

Carnahan	Rivera	Becker	Dickson	Thiel	Parker	Recupito	Vote
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

- Resolution No. 1366 – Temporary Loan 2017 A, B, & C Bonds**

Motion: _____ 1st _____ 2nd _____

Carnahan	Rivera	Becker	Dickson	Thiel	Parker	Recupito	Vote
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

NEW BUSINESS:

- Board of Safety recommendation to hire Samuel Lurillo as a Part-time Emergency Medical Technician contingent upon the transfer of his credentials from Illinois to Indiana (recommended with a vote of 5-0 at the December 16, 2024 Board of Safety meeting)

Motion: _____ 1st _____ 2nd _____

Carnahan	Rivera	Becker	Dickson	Thiel	Parker	Recupito	Vote
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

- Board of Safety recommendation to hire Michael Mallee and Brandon Zimmerman as volunteer firefighters (recommended with a vote of 5-0 at the December 16, 2024 Board of Safety meeting)

Motion: _____ 1st _____ 2nd _____

Carnahan	Rivera	Becker	Dickson	Thiel	Parker	Recupito	Vote
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

- Extension of Y2025 Contract for Town Manager

Motion: _____ 1st _____ 2nd _____

Carnahan	Rivera	Becker	Dickson	Thiel	Parker	Recupito	Vote
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

- Update to Town Manager’s Job Description

Motion: _____ 1st _____ 2nd _____

Carnahan	Rivera	Becker	Dickson	Thiel	Parker	Recupito	Vote
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

- Approval to advertise for Town Manager position

Motion: _____ 1st _____ 2nd _____

Carnahan	Rivera	Becker	Dickson	Thiel	Parker	Recupito	Vote
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

- Y2025 Professional Services Agreement with Christopher B. Burke Engineering

Motion: _____ 1st _____ 2nd _____

Carnahan	Rivera	Becker	Dickson	Thiel	Parker	Recupito	Vote
Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	-

REPORTS:

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

WRITTEN COMMUNICATION:

1. Building Department Report

PUBLIC COMMENT:

ADJOURNMENT:

PRESS SESSION:

NEXT MEETING: Tuesday, January 21, 2025, 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.

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1504

AN ORDINANCE VACATING A PUBLIC WAY IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AND ALL MATTERS RELATED THERETO.

WHEREAS, on the _____ day of _____ 2024, the Owners of real property located in the Town of Cedar Lake, Lake County, Indiana, legally described in Exhibit "A" attached hereto, petitioned the Town Council of the Town of Cedar Lake, Lake County, Indiana, to vacate two (2) parcels of platted public way legally described in Exhibit "A", attached hereto; and

WHEREAS, a Public Hearing was held on said Petition, after due notice was provided pursuant to the statutory requirements of I.C. §36-7-3-12, as amended from time to time; and

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Council"), has considered the presentation and petition, as well as any remonstrances made by interested Parties to the vacation of said platted public way as described herein; and

WHEREAS, the Town Council has reviewed the request of the Owner for vacation of the said platted public way, and has determined that the area sought by Owner to be vacated is not necessary to the growth of the area in which it is located, or to which it is contiguous; further, that the vacation of the platted public way sought to be vacated would not eliminate the Public's access to any Church, School, or any other Public building or place; and

WHEREAS, the Town Council has further determined that the said platted public way so described is a platted public way in a residentially zoned subdivision which is not utilized by the Public in any manner and is not anticipated as needed for such purpose in the future.

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

SECTION ONE: That the described portions of the platted public way identified on Exhibit "A", attached hereto, and located in the Town of Cedar Lake, Lake County, Indiana, be vacated, as petitioned for, subject to any conditions of approval required by the Town Council herein, if applicable.

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

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

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

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

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

Nick Recapito, Town Council President

Greg Parker, Vice-President

Robert H. Carnahan, Member

Julie A. Rivera, Member

Mary Joan Dickson Member

Richard C. Thiel, Jr., Member

Chuck Becker, Member

ATTEST:

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

EXHIBIT "A"

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

CONSENT BY PUBLIC UTILITY TO ALLEYWAY VACATION

#: NSL 50521

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

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

Dated: September 9, 2024

NORTHERN INDIANA PUBLIC SERVICE
COMPANY, LLC

By: _____

Its: _____

[Handwritten Signature]

LEADER OF SURVEY & LAND

STATE OF INDIANA,

COUNTY OF LAKE

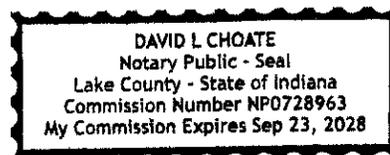
Before me, a Notary Public, in and for said County and State, personally appeared PHILIP A. PATRICK, who acknowledged the execution of the foregoing instrument for and on behalf of the Northern Indiana Public Service Company, Inc., and who, having been duly sworn, stated that any representations therein contained are true.

[Handwritten Signature]

Notary Public

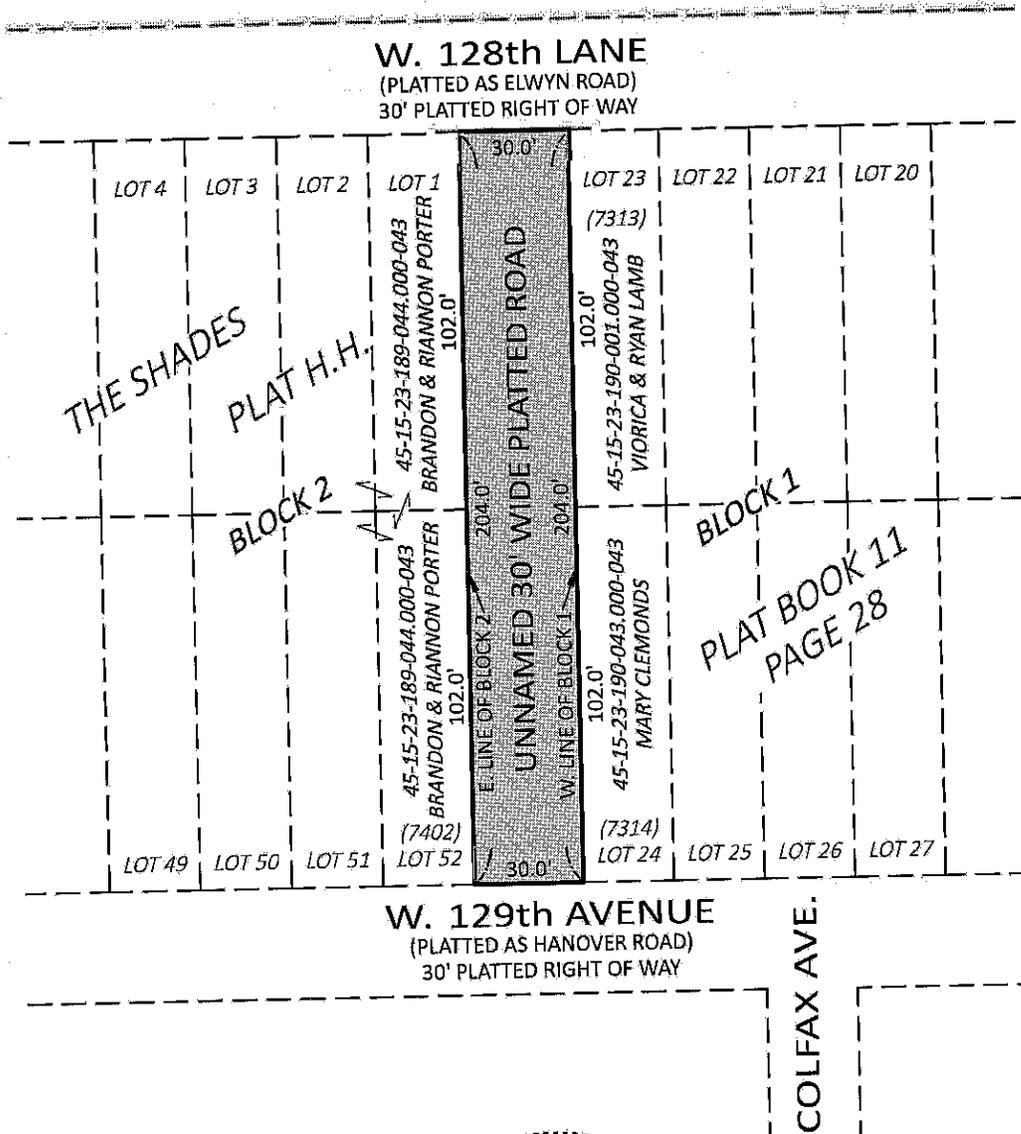
My Commission Expires: 9/23/28

County: LAKE

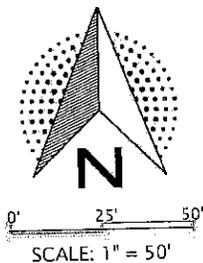


VACATION EXHIBIT A

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



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



Glen E. Boren

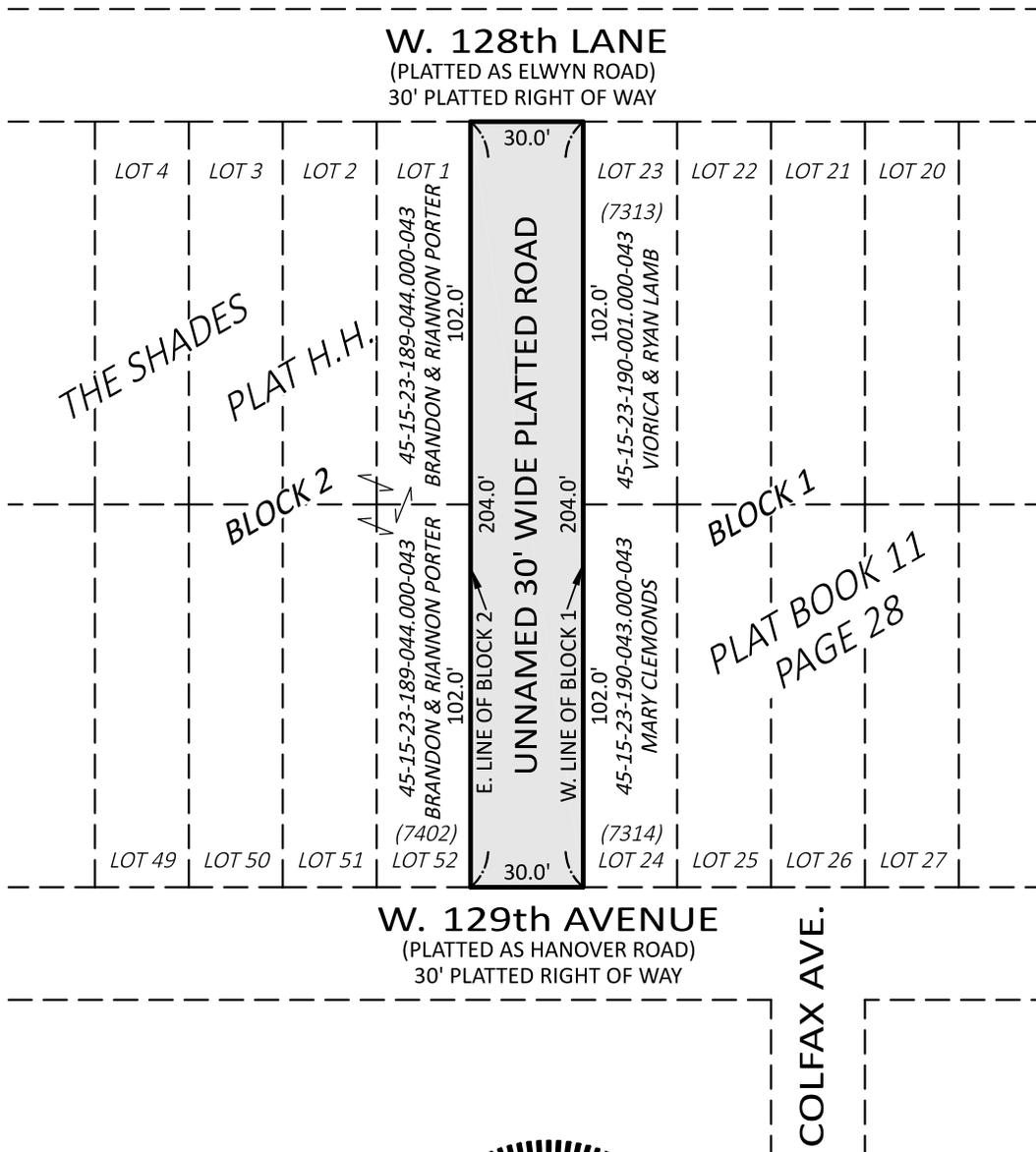
THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, OR A SURVEYOR LOCATION REPORT.

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

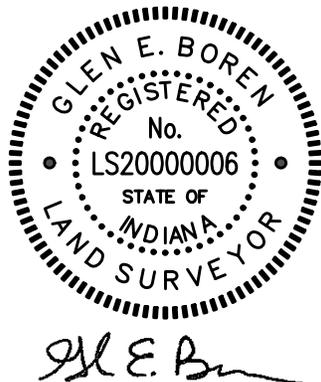
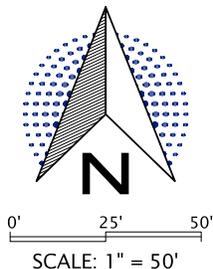


VACATION EXHIBIT

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



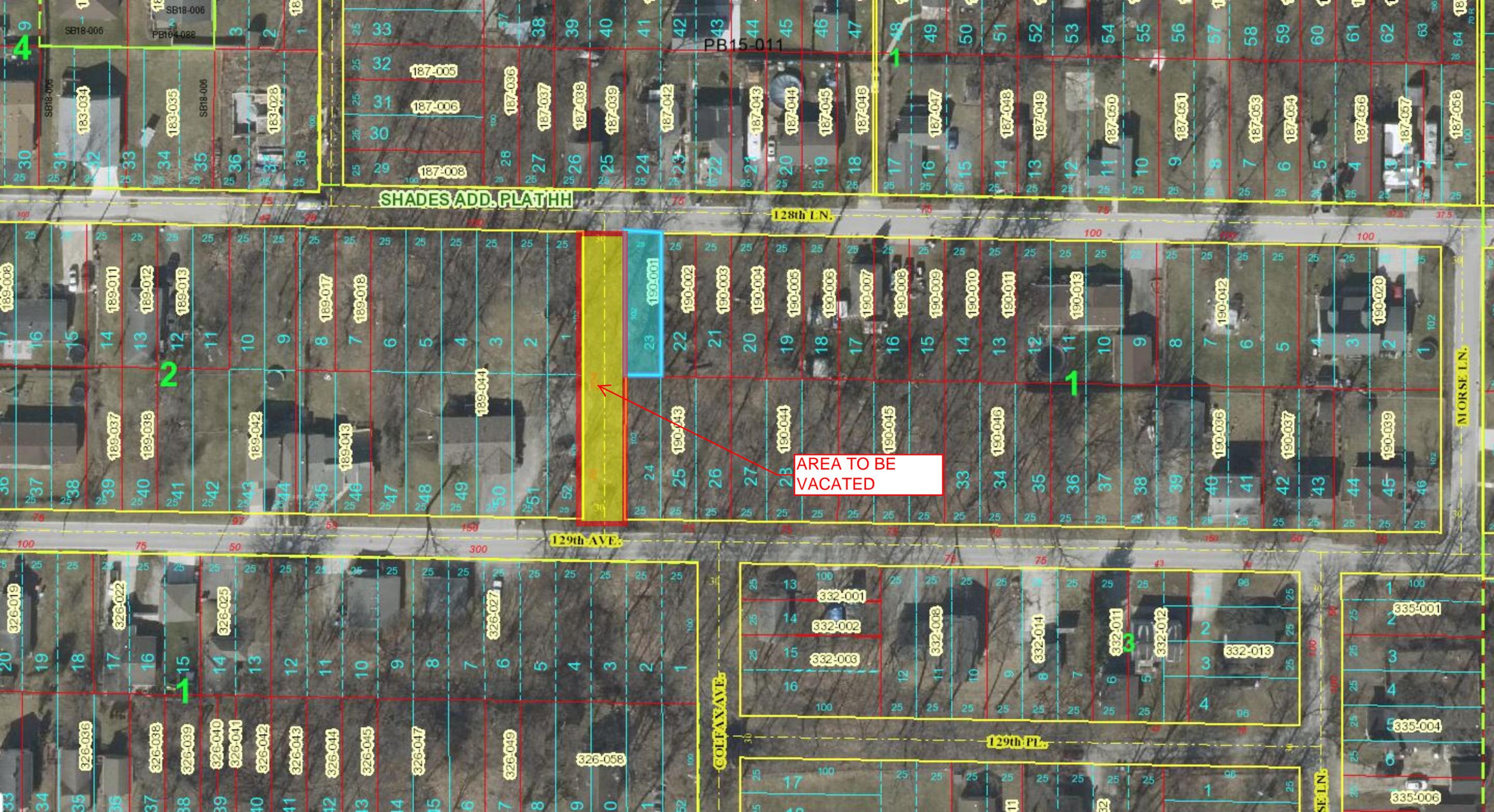
Reference Name: RYAN LAMB
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SHADES ADD. PLAT HH

128th LN.

129th AVE.

COFFMAN AVE.

129th PL.

MORSE LN.

SE LN.

AREA TO BE VACATED

Town of Cedar Lake

Public Way Vacation Application Procedures

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

Sec. 12. (a) Persons who:

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

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

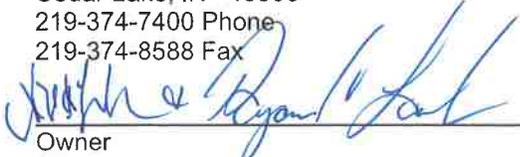
- (A) a municipality, ..."

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

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

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

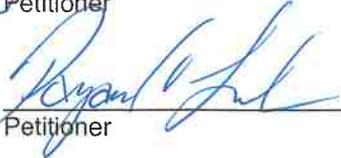
Town of Cedar Lake
Department of Building, Planning & Zoning
7408 Constitution Avenue
P. O. Box 707
Cedar Lake, IN 46303
219-374-7400 Phone
219-374-8588 Fax



Owner



Petitioner



Petitioner

Town of Cedar Lake

Public Way Vacation Application

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

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

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

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

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

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

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

Property Owner(s) Information	Petitioner(s) Information (If different than owner.)
Name(s) Viorica G & Ryan C Lamb	Name(s)
Mailing Address 8250 Baring Avenue	Mailing Address
City, State, Zip Munster, IN 46321	City, State, Zip
Phone 219-484-8455	Phone
Alternate Phone	Alternate Phone
Fax	Fax

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

Signature of Owner(s):

[Signature]

[Signature]

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Subscribed and sworn to before me this 25th day of March, 2024.

Notary Public
My Commission Expires _____

Signature of Petitioner(s):

[Signature]

[Signature]

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Subscribed and sworn to before me this 25th day of March, 2024.

[Signature]
Notary Public
My Commission Expires April 14, 2029



Filing Information

Date	
Fee	\$200.00
Check #	
Receipt #	
By	

Zoning Information

Property	
North	
East	
South	
West	

Comments and Notes:

Porter, Brandon M & Riannon
M Porter have been contacted and
are favor of this petition.
7402 W 128th Ave Cedar Lake IN 46303

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1507

AN ORDINANCE AMENDING TOWN PARKS AND RECREATION ACTIVITIES FEE ORDINANCE NO. 1322, BEING: “AN ORDINANCE AMENDING TOWN PARKS AND RECREATION ACTIVITIES FEE ORDINANCE NO. 1242, BEING ‘AN ORDINANCE AMENDING AN ACTIVITIES FEE SCHEDULE FOR THE TOWN DEPARTMENT OF PARKS AND RECREATION, AND ALL MATTERS RELATED THERETO’ REPEALING ALL TOWN CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT HEREWITH, AND ALL MATTERS RELATED THERETO”, REPEALING ALL TOWN CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT HEREWITH, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereafter, the “Town Council”), did, on the 6th day of June, 2006, pass and adopt Town Ordinance No. 955, establishing an activities fee schedule for the then-Town Parks and Recreation functions and activities; and

WHEREAS, the Town Council did, thereafter, on the 17th day of May, 2011, pass and adopt Town Ordinance No. 1133, amending the activities fee schedule for the Town Parks and Recreation functions and activities; and

WHEREAS, the Town Council did, thereafter, on the 17th day of May, 2016, pass and adopt Town Ordinance No. 1242, amending the activities fee schedule for the Town Parks and Recreation functions and activities; and

WHEREAS, the Town Council did, thereafter, on the 5th day of March, 2019, pass and adopt Town Ordinance No. 1322, amending the activities fee schedule for the Town Parks and Recreation functions and activities; and

WHEREAS, the Town Council has been advised by the Town Parks Superintendent that amendment is now recommended to said Town Ordinance No. 1322 for the Activities Fee Schedule for current Town Parks and Recreation functions and activities; and

WHEREAS, the Town Council, having reviewed the current recommendations of the Town Administrator, and acknowledging the necessity and requirements of I.C. 36-10-3-22, and of the State of Indiana Board of Accounts, for approval of said activity fees and schedule by enabling Ordinance, as well as all information provided, now concurs that it is necessary, advisable, and in the best interests of the residents of the Town, to amend the activities fee schedule for the Town Parks and Recreation function and activities, as recommended, for rental rates for non-profits, in conformance with applicable law.

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

SECTION ONE: That the Recreation and Activities Fee Schedule for the Town Parks Department attached hereto, incorporated herein, and marked as Exhibit “A”, be amended, as recommended by the Town Park Superintendent, as the fees for the recreations and activities by the Parks

and Recreation Department of the Town, is hereby approved and adopted as an amended activity fee rental rates for non-profit entities.

SECTION TWO: That all remaining terms and provisions of Town Ordinance No. 955, Town Ordinance No. 1133, Town Ordinance No. 1242, and Town Ordinance No. 1322, and any amendments thereto not inconsistent herewith, are hereby ratified and reaffirmed, and hereby declared to remain in full force and effect.

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

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

SECTION FIVE: That this Ordinance shall take effect, and be in full force and effect from and after its passage and adoption by the Town Council, and publication in conformance with applicable law. Further, the Town Clerk-Treasurer, Town Manager, and Town Park Superintendent, or their designee(s), are directed to post in appropriate places and locations the approved and adopted amended Recreation and Activities/Fee Schedule, established hereby

**ALL OF WHICH IS PASSED AND ADOPTED THIS ____ DAY OF _____, 2025
BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.**

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

Nick Recupito, President

Greg Parker, Vice-President

Robert H. Carnahan, Member

Julie A. Rivera, Member

Mary Joan Dickson, Member

Richard C. Thiel, Jr., Member

Chuck Becker, Member

ATTEST:

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

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1508

AN ORDINANCE AMENDING CORRECTED TOWN ORDINANCE NO. 1467, BEING: “AN ORDINANCE ESTABLISHING A FEE SCHEDULE FOR USE OF THE TOWN OF CEDAR LAKE KIWANIS DOG PARK, INCLUDING FUND USAGE REQUIREMENTS, AND FURTHER ESTABLISHING RULES AND REGULATIONS FOR USE OF THE CEDAR LAKE KIWANIS DOG PARK FACILITY”, AS WELL AS ALL MATTERS RELATED THERETO.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the “Town Council”), did, on the 19th day of September, 2023, pass and adopt Town Ordinance No. 1467, which was corrected, establishing a fee schedule for use of the Town of Cedar lake Kiwanis Dog Park, including fund usage requirements, and further establishing rules and regulations for use of the Cedar Lake Kiwanis Dog Park Facility; and

WHEREAS, the Town Council, is aware of and informed that a Dog Park Facility has been developed and established in the vicinity of Kiwanis Park (W. 137th and Parrish Avenues), in Town; Further, the Town Council is aware and advised that said Dog Park developed and established at Kiwanis Park (W. 137th and Parrish Avenues), in Cedar Lake, is on existing real estate owned by the Town for dog park facility usage, and general park and recreation purposes; and

WHEREAS, the Town Council is aware, and has been informed, that the Dog Park facility functioning under the operational oversight and control of the Town Department of Park and Recreation, overseen by the Town Board of Parks and Recreation, has been delineated as “**The Cedar Lake Kiwanis Dog Park**”; and

WHEREAS, the Town Council has been informed and advised that the Town Board of Parks and Recreation has, at its January 2, 2025, Public Meeting, acted to recommend to the Town Council adoption of an Ordinance amending fees for use of the Kiwanis Dog Park; and

WHEREAS, the Town Council has received and reviewed the Favorable Recommendation of the Town Board of Parks and Recreation pertaining to the adoption of an Ordinance amending the fees, for use of the Kiwanis Dog Park, and, having considered same, now concurs and agrees herein that it is appropriate, advisable, and in the best interests of the residents of the Town of Cedar Lake to amend the fee schedule for use of the Cedar Lake Kiwanis Dog Park.

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

SECTION ONE: That the Fee Schedule for use of the Town of Cedar Lake Kiwanis Dog Park attached hereto, incorporated herein, and marked as Exhibit “A”, is hereby amended as the Participant/User Fee Schedule for Use by residents and citizens of the Kiwanis Dog Park Facility under the management and oversight of the Town Department of Parks and Recreation, and specifically for Dog Park 7-Day Pass 1 & 2 day fees.

SECTION TWO: That all remaining terms and provisions of Town Ordinance No. 1467, and any amendments thereto not inconsistent with, are hereby ratified and reaffirmed, and hereby declared to remain in full force and effect.

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

SECTION FOUR: If any section, clause, provision or portion of this Amendatory 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 FIVE: That this Amendatory Dog Park 7-Day Pass 1 & 2 Day Fees, as set forth in Exhibit “A”, attached hereto, 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.

ALL OF WHICH IS APPROVED AND ADOPTED THIS _____ DAY OF _____, 2025, BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.

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

Nick Recupito, President

Greg Parker, Vice-President

Robert H. Carnahan, Member

Julie A. Rivera, Member

Mary Joan Dickson, Member

Richard C. Thiel, Jr., Member

Chuck Becker, Member

ATTEST:

Jennifer N. Sandberg, IAMCA, CMC, CPFIM
Clerk Treasurer

EXHIBIT "A"

FEE SCHEDULE - THE KIWANIS DOG PARK

Participant users are required to purchase a permit each calendar year at the Cedar Lake Park Department at Cedar Lake Town Hall. Permits are valid on a calendar year basis (January 1 through December 31). For the initial permit period, permits issued any time in 2023 shall be valid for the calendar year ended December 31, 2024. Thereafter, permit issuance to participant users shall be on a calendar year basis, no matter when issued in the calendar year. Proof of current vaccinations is required. Rabies, DHPP (Distemper, Hepatitis, Parainfluenza, Parvovirus), Bordatella is not mandatory, but is strongly recommended.

<u>Dog Park Fees</u>	<u>2024</u>
Resident	\$60.00
Resident Additional Dog	\$10.00
Resident Seniors 63+	\$30.00
Resident 1 st Responders/Vet	\$30.00
Replacement Fob	\$10.00
Non-Resident	\$75.00
Non-Resident Additional Dog	\$25.00
Non-Resident Senior 63+	\$45.00
Non-Resident 1st Responder/Vet	\$45.00
Replacement Fob	\$10.00

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

RESOLUTION NO. 1366

A RESOLUTION AUTHORIZING A TEMPORARY LOAN FOR THE 2017 RDA A, B, & C BONDS OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

WHEREAS, a shortfall of the 2023 Pay 2024 Fall Tax Settlement was received before December 31, 2024, and therefore sufficient funds were not available to make the Lease Payment obligation due by January 15, 2025; and

WHEREAS, an extraordinary emergency exists at this time and it is necessary for said Town to borrow sufficient funds to meet debt obligations. Therefore, the **Wastewater Treatment Plant Special Fund #633** of said Town shall temporarily advance to the **2017 RDA A, B, & C Bond Fund #412** for calendar year 2025; and

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, INDIANA THAT:

SECTION ONE: The sum of \$297,761.50 shall be transferred from the Wastewater Treatment Plant Special Fund #633 to the 2017 RDA A, B, & C Bond Fund #412, in order to meet necessary debt service expenditures.

SECTION TWO: That the repayment shall be made upon receipt of the 2024 pay 2025 Spring Tax Settlement anticipated on or before June 30, 2025.

SECTION THREE: That an emergency exists and this Resolution shall be in full force and effect from and after its passage and approval by the Town Council of the Town of Cedar Lake, Lake County, Indiana.

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA THIS 7th DAY OF JANUARY, 2025

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

Robert H. Carnahan, Ward 1

Julie Rivera, Ward 2

Nicholas Recupito, Ward 3

Chuck Becker, Ward 4

Greg Parker, Ward 5

Mary Joan Dickson, At-Large

Richard C. Thiel Jr., At-Large

ATTEST:

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



December 20, 2024

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

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

Re: Approval to Hire – Fire Department

Dear Cedar Lake Town Council:

At the December 16, 2024 Cedar Lake Board of Safety meeting, the Board discussed their support of hiring Samuel Lurillo—Emergency Medical Technician (EMT) starting as part-time with the exception that his fire credentials are transferred from Illinois to Indiana.

The Cedar Lake Board of Safety passed the motion and voted 5 to 0, to hire the above-named individual to the department.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink that reads "Norman Stick".

Norman Stick, Chairman



December 20, 2024

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

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

Re: Approval to Hire – Fire Department

Dear Cedar Lake Town Council:

At the December 16, 2024 Cedar Lake Board of Safety meeting, the Board discussed their support of hiring Michael Mallee and Brandon Zimmerman as volunteer firefighters.

The Cedar Lake Board of Safety passed the motion and voted 5 to 0, to hire the above-named individuals to the department.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink that reads "Norman Stick".

Norman Stick, Chairman

Highlighted area is due to Jen handling this matter of Budget Town of Cedar Lake, Indiana

POSITION DESCRIPTION

TITLE: Town Manager

FLSA CLASSIFICATION: Exempt

JOB CLASSIFICATION: Regular Full-time

REPORTS TO: Town of Cedar Lake Town Council

EFFECTIVE DATE:

SUMMARY/OBJECTIVE:

The goal of the Town manager's position is to run the daily operation of Town Government. The position is responsible for the establishing policies and processed that ensure effective local government administration. The Town Manager provides a robust communication channels for all staff and residents.

In a growing and developing community like Cedar Lake, the role of Town Manager extends into the Building and Planning Department, where proper planning and infrastructure improvements need to be addressed daily. In addition, the Town Manager's duties include: the preparation and administration of the **annual town budget**, all human resources functions, providing specialized advice to the Town Council, serving as the administrative head of the Town government, and oversight of the community's projects.

ESSENTIAL FUNCTIONS:

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The essential function listed below are representative of the knowledge, skills, and/or ability required. Reasonable accommodations may be to enable individuals with disabilities to perform the essential functions.

- Responsibilities for the administrative duties of the legislative body.

- Drives annual process automation to improve the quality and performance of all Town Departments
- Sets annual performance goals for all Town Department and employee's and measures performance against goals. (Account ability)
- Attends meetings of the legislative body and recommend actions he/she considers advisable.
- Attend as necessary Town Council and Commission meetings.

SKILLS AND ABILITIES:

- Computer literate, tech-savvy
- Knowledge of state-of-the-art municipal administration methods and practices.
- Knowledge of state codes, policies, protocols, ordinances, statues, etc.
- Team spirit; put success of Town of Cedar Lake above own interests; able to build morale and group commitments to goals and objectives; and support everyone's efforts to succeed.
- Customers Service – Manage difficult emotional customer situations; respond promptly to customer needs; solicit customer feedback to improve service; respond to requests for service and assistance; and meet commitments.
- Oral and Written Communication – Speak clearly and persuasively in positive or negative situations; listen to others without interrupting; keep emotions under control; remain open to others' ideas and try new things; write clearly and informatively; vary writing style to meet needs; present numerical data effectively; and able to read and interpret written information.
- Technical Skills – Assess own strengths and weakness; pursue training and development opportunities; strive to continuously build knowledge and skills; and share expertise with others.
- Analytical – Synthesize complex or diverse information; collect and research data; use intuition and experience to complement data; and design process workflows and procedures
- Project Management – developing project plans; coordinates project; communicate changes and progress; complete projects on time and within budget
- Delegation – Delegate work assignments; match the responsibility to the person; give authority to work independently, et expectations and monitor delegated activities; and provide recognition for results.
- Problem solving – Identify and resolve problem in a timely manner; gather and analyze information skillfully; develop alternative solutions; work will in group problem solving situations; and use reason even when dealing with emotional topics.

- Cost Conscious – Work within approved budget; develop and implement cost saving/productivity improvement measures; contribute to profits and revenue; and conserve organizational resources.
- Adaptability – Adapt to changes in the work environment; manage competing demands; change approaches or methods to best fit the situation; and able to deal with frequent change, delay, or unexpected events.
- Ethics – Treat people with respect; keep commitments; inspire the trust of others; work with integrity and ethically; and uphold organization values.
- Judgement – Display willingness to make decisions, exhibit sound and accurate judgements; support and explain reasoning for decisions; include appropriate people in decisions-making process; and make timely decision.
- Professional – Approach others in a tactful manner; react well under pressure; treat citizens, visitors, employees, etc., with respect and consideration regardless of their status or positions; accept responsibility for own actions; and follow through on commitments.
- Dependability – Follows instructions and responds to management directions; take responsibility for own actions; keep commitments; commit to long hours of work when necessary to reach goals; and complete tasks on time or notifies appropriate person with an alternate plan.
- Quality – Created and implements plans to measure department quality and improve quality metrics annually.
- Productively – Creates and implements plans to measure department productivity and increase productively annually.
- Interpersonal Skills – Focus on solving conflict, not blaming; maintain confidentiality; listen to other without interrupting; keep emotions under control; and remains open to other ideas and try new things.

SUPERVISORY RESPONSIBILITIES:

Listed

EDUCATION AND EXPERIENCE

- Must possess a bachelor's degree in business, Finances, Accounting, Public Administration, or related field of study.
- At least 5 years' experience in Public Administration including operation management, budgeting, and people management.

ADDITIONAL ELIGIBILITY REQUIREMENTS

- Must have a valid Indiana driver's license
- May not simultaneously work for another municipality without permission from the Town Council.
- Should have a strong working knowledge with regards to the daily operation of municipal government.
- Experience with the municipal zoning and permitting processes is desirable.

WORK AUTHORIZATION/SECURITY LEARNANCE REQUIREMENTS:

- File and maintain in place an individual surety bond

WORK SCHEDULE

- 8 – hour workday and regular office hours as scheduled by incumbent.
- Attend the meetings of the legislature body and any other meetings required by the legislature body.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those the Town Manager encounters while performing the essential functions of this job. Reasonable accommodations may be enabling individuals with disabilities to perform the essential functions.

- In office
- In vehicles
- Outdoor settings
- In all weather conditions including weather extremes
- During day and evenings
- Occasionally exposed to wet and/or humid conditions
- The noise level is usually quiet in office settings and loud at construction sites.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by the Town Manager to successfully perform the essential functions

of this job. Reasonable accommodations may be made to enable individual with disabilities to perform the essential duties and responsibilities.

- Sit
- Stand
- Talk and listen
- Use hands and fingers
- Handle or operate objects, tools or controls
- Reach hands and arms
- Able to lift at least 40 pounds.
- Occasionally required to stoop, kneel, crouch

TRAVEL REQUIRED OUTSIDE OF CEDAR LAKE

- To conferences, special development classes and seminars.
-

EMPLOYMENT TERM

- Is employed to serve at the pleasure of the Town Council without term limits.

DISCLAIMER:

The duties listed above are intended only as illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or logical assignment to the position.

The job description does not continue an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



Town of North Judson, Indiana Position Description

Job Title: Town Manager
Supervisor: Town Council
Department: Administration

FLSA: Exempt
Type: Full Time

Legislative Authority

Under Indiana Code 36-5-5-2: The Town legislative body (Town Council) may employ a town manager to be the administrative head of the town government.

General Statement of Responsibilities

The Town Manager is the Town's chief administrative officer responsible for the efficient and effective management of the Town's services in accordance with the directives and policies established by the North Judson Town Council, State of Indiana, and Federal Law. The Town Manager leads the various town departments to implement the wishes of the Town Council. The Town Manager displays good leadership skills and exercises sound judgment with regards to personnel issues, financial management, grant applications, and public relations.

Distinguishing Characteristics

The Town Manager is appointed by and serves at the discretion of the Town Council. The Town Manager is an at-will employee.

Supervision Exercised/Supervision Received

The Town Manager oversees the evaluation, training, hiring, discipline, and termination of municipal employees. The Town Manager recommends to the Town Council appointment, promotion, and termination of Department Heads, except for the North Judson Fire Department, whose Chief is appointed by the volunteers.

Essential Duties

Duties may include but are not limited to:

- Shall attend the meetings of the legislative body and recommend actions the manager considers advisable, IC 36-5-5-8 (1).
- Shall hire town employees according to the pay schedules and standards fixed by the legislative body or by statute, IC 36-5-5-8 (2).
- Shall suspend, discharge, remove, or transfer town employees, if necessary for the welfare of the town, IC 36-5-5-8 (3).
- May delegate any of the manager's powers to an employee responsible to the manager, IC 36-5-5-8 (4).
- Shall administer and enforce all ordinances, orders, and resolutions of the legislative body, IC 36-5-5-8 (5).



Town of North Judson, Indiana Position Description

- Shall see that all statutes that are required to be administered by the legislative body or a town officer subject to the control of the legislative body are faithfully administered, IC 36-5-5-8 (6).
- Shall prepare budget estimates and submit them to the legislative body when required, IC 36-5-5-8 (7).
- Shall execute contracts on behalf of the town for materials, supplies, services, or improvements, after the completion of the appropriations, notice, and competitive bidding required by statute, IC 36-5-5-8 (8).
- May receive service of summons on behalf of the town, IC 36-5-5-8 (9).
- Manages and coordinates projects and programs to accomplish goals and objectives of the Town Council. Confers with department heads and others on various operating and administrative problems; reviews departmental plans, programs, and procedures; and suggests new innovations or methods to improve the standard of services provided by the town.
- Administers Town planning and zoning program. Maintains records, assists in the development of and amendments to Zoning Ordinance and Comprehensive Plan.
- Works with various citizen and business groups to encourage and develop economic opportunities. Attends meetings and represents the town in various organizations and groups. Explains town issues and projects and encourages citizen participation and support.
- Responds to citizen inquiries and resolves complaints or refers to appropriate departments when possible; follows through to ensure satisfactory resolution of citizen inquiries.
- Maintains effective and cooperative working relationships with those encountered in the performance of duties including employees, elected officials, other organizations, and the public.
- Represents Town at governmental meetings within the county, region, and state. Interacts and maintains positive relationships with other governmental elected and appointed officials.
- Performs other related duties as assigned.

Knowledge, Skills, and Abilities

Comprehensive ability to: plan, organize, direct, and coordinate the work of a multifunctional organization representing the entire spectrum of municipal government operations and public services; evaluate a continuous array of fiscal, budgetary, administrative, and technical problems and recommendations for their solution; present comprehensive reports and recommendations to elected officials; speak and write effectively; establish and maintain effective working relationships with elected officials as well as with subordinates and representatives of other governmental units and civic groups.



Town of North Judson, Indiana Position Description

Education and Experience

Education, training, and experience which demonstrate possession of the knowledge and abilities stated above. Qualifying experience would typically include experience as an administrator, assistant administrator, or Department Head of a governmental organization or utility organization in which, the candidate reported to or worked closely and regularly with a legislative body.

- A bachelor's degree in public administration, business administration, planning, or related area;
- AND two years' administrative/management experience;
- OR any satisfactory equivalent combination of education and experience which ensures the ability to perform the essential functions of the position.

Licenses

A valid Indiana Drivers License and proof of the ability to Insure is required.

Physical Demands of the Position

While performing the duties of this position, the employee is frequently required to stand, walk, reach, bend, kneel, stoop, twist, crouch, climb, balance, see, talk, hear, and manipulate objects. The position requires mobility including the ability to frequently lift or move materials up to 10 pounds and rarely move material over 25 pounds. Manual dexterity and coordination are required for over half of the daily work period which is spent while operating office equipment such as computers, keyboards, 10-key, telephones, and other standard office equipment. This position requires both verbal and written communication abilities.

Working Conditions

While performing the duties of this position, the employee is primarily working indoors in an office environment. The employee is not exposed to hazardous conditions. The noise level in the work environment is usually moderate and the lighting is adequate.



December 24, 2024

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

**Subject: Town Engineer Services – Master Agreement
Christopher B. Burke Engineering, LLC**

Dear Town Council Members:

On behalf of Christopher B. Burke Engineering, LLC (CBBEL), we would like to thank you for the opportunity to provide Town Engineering Services to the Town of Cedar (Town). CBBEL has enjoyed our experience with the Town since we became partners in 2004. This Agreement is a Master Agreement and shall be the agreement for all projects authorized by the Town. Specific duties authorized by this contract shall include but not be limited to:

- Meeting attendance (Town Council, Plan Commission, Stormwater Management Board, Redevelopment Commission, etc.) including presentation, written/verbal reporting, engineering, and other tasks as requested.
- Site Inspection and Plan Reviews. This would include on-site inspections for active developments, MS4 site inspections/reporting, as-built surveys for developments and individual lots, plan reviews for Plan Commission, etc.
- Project Management, Administration, Public Outreach, Grant Writing Services
- Federal/State Agency Meetings

CBBEL is a multi-discipline engineering firm capable of a wide array of services to create innovative and cost-effective solutions. CBBEL can offer services including water resources engineering, green infrastructure and sustainable planning, environmental/wetland resources, structural design, civil design, traffic operations, construction engineering and surveying. These services are available from any staff from our Illinois and Indiana offices. All Town services will be coordinated from our Crown Point office.

The Terms of Service would be January 1, 2025 thru December 31, 2025. We propose to increase the schedule of charges for Outside Charges to the Town to match our 2020 Standard Charges, a 5 year discount. Town charges are discounted further from our 2020 Standard Charges, offering the Town a significant reduction in charges. There are two rate schedules proposed depending on the particular tasks involved with the contract. In general, the Town rate is for direct work for the Town (06-0015) and the Outside rate (06-0016) is intended for all plan and project reviews for Plan Commission and any other such work that the Town may then bill to an outside party for reimbursement of those costs.

CHRISTOPHER B. BURKE ENGINEERING, LLC
STANDARD CHARGES FOR PROFESSIONAL SERVICES
CEDAR LAKE TOWN ENGINEERING SERVICES, JANUARY 2025

<u>Personnel</u>	Town Charges* (\$/Hr)	Outside Charges* (\$/Hr)
Engineer VI	210	240
Engineer V	180	197
Engineer IV	160	180
Engineer III	145	165
Engineer I/II	130	150
Resource Planner V	140	160
Resource Planner IV	130	150
Resource Planner III	115	130
Resource Planner I/II	95	105
Engineering Technician IV	135	155
Engineering Technician III	120	139
Engineering Technician I/II	95	105
CAD II	115	130
CAD I	97	107
GIS Specialist IV	135	155
GIS Specialist III	120	139
GIS Specialist I/II	90	100
Environmental Resource Specialist V	131	151
Environmental Resource Specialist IV	120	139
Environmental Resource Specialist III	110	125
Environmental Resource Specialist I/II	95	105
Environmental Resource Technician	90	99
Administrative	65	75
Engineering Intern	55	60
Information Technician I/II	65	75

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage, Permit Fees Cost + 12%

*Charges include overhead and profit

If the Cedar Lake Town Council requests additional services that are not described in the above Scope of Services, the billing rates will be applied as Outside Charges. Special services may include expert witness testimony and/or participation at hearings for a legal matter specifically requested by the Town, depositions, large-scale design projects/construction observation, etc., and external to the regular engineering services described within this document.

If this agreement meets with your approval, please sign it and return one copy of the signed document to us. We thank you again for the opportunity to be of service to the Town. We look forward to continuing a high level of service and responsiveness to you and the citizens of Cedar Lake.

Very truly yours,


Thomas T. Burke, Jr., PE, PhD
Executive Vice President

This Proposal, Schedule of Charges, and General Terms and Conditions accepted for:

Town of Cedar Lake, Lake County,
Indiana, a Municipal Corporation

By: _____
Town Council President

Date: _____

Attest: _____
Jennifer Sandberg,
Clerk-Treasurer

Date: _____

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1. **Relationship Between Engineer and Client:** Christopher B. Burke Engineering, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order), require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. **Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. **Compliance with Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. **Governing Law and Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Indiana.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

15. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement."
17. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.
21. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this

limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. **Client's Responsibilities:** The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. **Information Provided by Others:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer

shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. **Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. **Indemnity Clause:** When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and the Client agrees not to modify or delete it:

Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees and acknowledges that Engineer shall be considered a third party beneficiary of those contracts into which this clause has been incorporated; and agrees to assume the entire liability for all personal injury claims suffered by its employees, including without limitation, claims asserted by persons allegedly injured on the Project; waives any limitation of liability defense based on the Workers' Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees, and consultants (the "Indemnitees") from and against any such loss, expense, damage or injury, including attorneys' fees and costs that the Indemnitees may sustain as a result of such claims.

28. **Job Site Safety/Supervision and Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of

construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involves the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. **Insurance and Indemnification:** The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or

disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is an operation, maintenance and repair activity for which the Engineer is not responsible.

February 23, 2010-INDIANA



Town of Cedar Lake

Building Department

All Permits 12/01/2024 to 12/31/2024

Total Permits Issued: 38

Total Estimated Value of Permits: \$3,286,969

Permit	Dates Valid	Address	Name	Estimate
24-1008	12/6/2024 - 12/6/2025	12599 Woodside Court	Oakbrook of Cedar Lake LLC	\$275,000
Residential - New Construction - Single-Family Residence				
24-1009	12/10/2024 - 12/10/2025	13519 Lee St	Yvonne Engelbrecht	\$30,000
Residential - Remodel - Interior				
Residential - Electrical - electric service				
24-1011	12/2/2024 - 12/2/2025	10804 W 134th Pl	Abel Verbeek	\$40,000
Residential - Remodel - Exterior				
24-1025	12/4/2024 - 12/4/2025	7308 W 136th Ct	Vincent Furman	\$20,000
Residential - Remodel - Exterior				
24-1031	12/31/2024 - 12/31/2025	7713 W 140th Pl	Tim Schweigert	\$11,000
Residential - Remodel - Exterior				
24-1033	12/6/2024 - 12/6/2025	13427 Lakeside Blvd	Aria Homes, LLC	\$480,000
Residential - New Construction - Single-Family Residence				
24-1036	12/11/2024 - 12/11/2025	13490 Freedom Way	Cedar Lake Development LLC	
Residential - Other - Water B-Box Cover				
24-1039	12/5/2024 - 12/5/2025	8606 W 139th Pl	Jayne Julian	\$15,000
Residential - Remodel - Roof				
24-1040	12/6/2024 - 12/6/2025	13609 Ivy St	Anthony Van Auken	\$30,000
Residential - Remodel - roof,siding,gutter				
24-1041	12/6/2024 - 12/6/2025	5874 W 135th Place	Aria Homes, LLC	\$485,000
Residential - New Construction - Single-Family Residence				
24-1042	12/5/2024 - 12/5/2026	13527 Lakeside Blvd	O' Donnell Homes, LTD	\$580,000
Residential - New Construction - Single-Family Residence				
24-1043	12/10/2024 - 12/10/2025	14511 Bryan St	Jon Cooke	\$10,000
Residential - Other - Demolition				
24-1044	12/19/2024 - 12/19/2025	13536 Morse St	Mark Heitkamp	\$5,300

Permit	Dates Valid	Address	Name	Estimate
Commercial - Sign - Reface Sign				
Commercial - Electrical - Occpancy & Lighting				
24-1045	12/12/2024 - 12/12/2025	9053 Grindel Pl	John & Sharon Lord	\$8,855
Residential - Electrical - Generator				
24-1046	12/11/2024 - 12/11/2025	11700 W 126th Ave	Nathan Vis	\$30,000
Residential - Shed - Pool Shed				
24-1047	12/30/2024 - 12/30/2025	9917 W 133rd Ave.	Frog, LLC/Dairy Queen	\$53,000
Commercial - Sign - Double Sided				
24-1048	12/10/2024 - 12/10/2025	7504 W 129th Pl	Daniel Guzman	\$13,185
Residential - Remodel - Exterior				
24-1049	12/10/2024 - 12/10/2025	13240 Colfax st	Sage Chiaro	\$13,792
Residential - Remodel - Exterior				
24-1050	12/10/2024 - 12/10/2025	7201 W 140th Pl	Nicole Newkirk	\$28,112
Residential - Remodel - Exterior				
24-1051	12/12/2024 - 12/12/2025	13436 Superior Ln	Cory Dickelman	\$6,725
Residential - Fence - Aluminum				
24-1052	12/19/2024 - 12/19/2025	10906 W 128th Ave CA	Comcast	\$1,000
Open Space - Electrical - Ciomcast CATV Power				
24-1060	12/10/2024 - 12/10/2025	13029 Clement Street	Howard Parker	\$850
Residential - Remodel - Repair Garage Roof				
24-1061	12/31/2024 - 12/31/2025	12805 Foster St	Susan Gries	\$4,200
Residential - Fence - Vinyl				
24-1062	12/13/2024 - 12/13/2025	13000 Fairbanks St	Boys & Girls Club of Northwes	\$200
School - Electrical - Add Receptacle to Garage				
24-1064	12/30/2024 - 12/30/2025	12732 Edison St.	Alexander Nickla	\$60,000
Residential - Remodel - Interior				
24-1067	12/20/2024 - 12/20/2025	13443 Superior Lane	KVD Enterprises, LLC	\$400,000
Residential - New Construction - Single-Family Residence				
24-1069	12/20/2024 - 12/20/2025	7209 W 136th Ave	Phil Wittmer	\$2,300
Residential - Deck - Standard				
Residential - Electrical - mini-split				

Permit	Dates Valid	Address	Name	Estimate
24-1077	12/30/2024 - 12/30/2025	8319 Lake Shore Dr.	Adam Baumgartner	\$100,000
Residential - Remodel - Interior & Exterior				
24-716	12/13/2024 - 12/13/2025	7503 W 128th Ave	Deborah Kohen	\$6,000
Residential - Deck - Standard				
24-900	12/6/2024 - 12/6/2026	13861 Alexander Street	Henn Holding LLC	\$500,000
Commercial - New Construction - 4 Unit Building				
24-933	12/6/2024 - 12/6/2025	14032 S Annapolis Cour	Ed Minahan	\$9,718
Residential - Fence - Vinyl				
24-964	12/3/2024 - 12/3/2025	10004 W 127th Pl	Dustin Wartman	\$15,000
Residential - Remodel - Interior				
24-966	12/10/2024 - 12/10/2025	7303 W 129th Ave	Roger Fouch	\$2,500
Residential - Remodel - Exterior				
24-975	12/17/2024 - 12/17/2025	14519 Lee St	Chris & Tricia Stone	\$16,238
Residential - Remodel - Exterior				
24-977	12/11/2024 - 12/11/2025	13947 Hobart St	Ken Griswold	\$1,000
Residential - Other - Demolition				
24-980	12/11/2024 - 12/11/2025	7522 W 129th Ave	Christopher Banks	\$6,498
Residential - Remodel - Interior				
24-992	12/3/2024 - 12/3/2025	12808 Maple St	Stephen Grysczh	\$20,000
Residential - Remodel - Exterior				
24-995	12/6/2024 - 12/6/2025	5836 W 134th	Paul Rodriguez	\$6,496
Residential - Fence - Aluminum				
38				\$3,286,969

