

NEW BUSINESS:

1. Affirm and Appoint the new Chief of Police, Mr John Gruszka

Motion: 1st 2nd

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

- 2 Nipsco Hager Substation, 10501 W 133rd Avenue

Motion: 1st 2nd

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

- 3 Steuer/Oliphant, 13941 Morse St: Petitioner is requesting a waiver from the Developmental Moratorium for a One Lot Subdivision

Motion: 1st 2nd

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

UPDATE/DISCUSSION:

1. Y25 Master Plan Update Proposal

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

PUBLIC COMMENT:

ADJOURNMENT:

PRESS SESSION:

NEXT MEETING: Tuesday, February 18, 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



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 6-15) / Form 238
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age, and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. Name and Address of Public Servant Submitting Statement: Tim Kubiak

2. Title or Position With Governmental Entity: Director of Operations

3. a. Governmental Entity: Town of Cedar Lake

b. County: Lake County, Indiana

4. This statement is submitted (check one):

a. as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor, or

b. as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.

5. Name(s) of Contractor(s) or Vendor(s): Kubiak Development

6. Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):

None

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s), if reasonably determinable, state the approximate dollar value of such profit or benefit)

None

(Attach extra pages if additional space is needed)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university)

I (We) being the _____ **Town Council** _____ of
(Title of Officer or Name of Governing Body)

The Town of Cedar Lake _____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44 1-1-4, however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act

Elected Official

Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase)

Date Submitted (month, day year)

Date of Action on Contract or Purchase (month, day, year)

10 **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: 
(Signature of Public Servant)

Date 1-23-25
(month, day, year)

Printed Name Tim Kubiak
(Please print legibly)

Email Address tim.kubiak@cedarlakein.org

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifonline.org/sboa_co/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.

TOWN OF CEDAR LAKE

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



DONATION ACCEPTANCE FORM

Name of Donor: Edward L. Huppenthal Estate

Address: 12940 Wildwood Dr Cedar Lake IN 46303

Phone: Joseph Blandford Successor Trustee

Type of Donation:

Monetary Donation Amount \$ _____

In-Kind Donation (other than monetary)

Description of Donation: 1 Club Car Golf Cart

Gas powered ID NO. AG0706-725213

Approximate Value of In-Kind Donation \$ 5584.31

Comments: _____

In attached paperwork
Signature of Donor

1-24-2025
Date

FOR OFFICE USE ONLY

Date Donation Received: 12 13 2024

Received by (Name/Title): [Signature] Fire Chief

Date Accepted by Town Council: _____

300

BILL OF SALE

Transferor, Joseph Blandford, Successor Trustee of the Edward L. Huppenthal Revocable Living Trust Agreement, dated June 11, 2008 and most recently amended and restated May 7, 2022 (hereinafter "Trust") of Lake County, Indiana, for NO CONSIDERATION, and pursuant to the authority granted under said Trust, does hereby sell, assign, transfer and set over to Transferee, Cedar Lake Fire Department, of Lake County, Indiana, the personal property described in attached Exhibit "1".

Transferor hereby represents and warrants to Transferee that Transferor has the authority and power to transfer said personal property, that said Trust is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and that Transferor has full right, power and authority to transfer said personal property and to make this Bill of Sale.

All warranties of quality, fitness, and merchantability are hereby excluded.

IN WITNESS WHEREOF, Transferor has signed and sealed this Bill of Sale on this 13th day of December, 2024.

Edward L. Huppenthal Revocable Living Trust Agreement dated June 11, 2008 and most recently amended May 7, 2022

By: [Signature] *Successor Trust*
Joseph Blandford, Successor Trustee

STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared *Joseph Blandford, Successor Trustee of the Edward L. Huppenthal Revocable Living Trust Agreement*, dated June 11, 2008 and most recently amended May 7, 2022, who acknowledged the execution of the foregoing Bill of Sale, this 13th day of December, 2024.

SEAL

Theresa Troman 10-23-2031
Notary Lake County
Commission number: NP0674609

COPY

BILL OF SALE

Exhibit 1

Description

- 1 One (1) Club Car Golf Cart
Gas Powered
ID No. AG0706-725213

Purchased from D & P Carts, Parts & Services
June 6, 2015

2. One (1) Carry-On Trailer
Model: 5X8SP Year 2010
VIN: 4YMUL0815AT052291



STATE OF INDIANA

CERTIFICATE OF TITLE FOR A VEHICLE

MAKE
CARRY-ON TRAILER

MODEL NAME
5X8SP

YEAR
2010

VIN
4YMUL0815AT052291

TITLE TYPE
NORMAL

FORMER TITLE/STATE
10537123000031/IN

PURCHASE DATE
04/02/13

BODY TYPE
TR

OWNER(S) NAME

USAGE TAX PAID
\$0 00

ISSUE DATE
04/03/13

EDWARD L HUPPENTHAL
12940 WILDWOOD DR
CEDAR LAKE IN 463039371

ODOMETER/BRAND
EXEMPT/EXEMPT

MAILING ADDRESS

BRAND(S)

EDWARD L HUPPENTHAL
12940 WILDWOOD DR
CEDAR LAKE IN 463039371

SECOND LIENHOLDER

ADDITIONAL OWNER(S)

LIEN RELEASED BY:

X

PRINTED NAME:

POSITION:

DATE:

FIRST LIENHOLDER

THIRD LIENHOLDER

LIEN RELEASED BY:

X

PRINTED NAME:

POSITION:

DATE:

LIEN RELEASED BY:

X

PRINTED NAME:

POSITION:

DATE:

The Commissioner of the Bureau of Motor Vehicles, pursuant to the laws of the State of Indiana, certifies that the vehicle/watercraft has been duly titled and the owner of the described vehicle/watercraft is subject to the liens set forth.

INDIANA BUREAU OF MOTOR VEHICLES

R. Scott Waddell, Commissioner

TITLE NUMBER

13537063000018

F3173111

(1)

PLEASE TYPE OR PRINT INFORMATION

REQUIREMENTS. Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete, or providing false statement may result in fines and/or imprisonment.

TO SELLER. Seller is responsible for completing form. If title is in more than one name, all owners listed on the title must sign as seller. Do not sign as a Seller until all areas of the assignment are completed. Any person signing for a company must state position.

TO PURCHASER. You must apply for a new certificate of title within thirty one days of the date of purchase, or pay a delinquent penalty fee. All liens shown on the face of this title must be released before you apply for a new title.

We swear or affirm that the information on this form is correct. We understand that a false statement may constitute the crime of perjury.

I (We) certify to the best of my (our) knowledge that the odometer now reads and is the ACTUAL MILEAGE of the vehicle unless one of the following statements is checked.

--	--	--	--	--	--	--	--	--	--	--

No Tenth
MILES

The odometer reading stated is in excess of its mechanical limits

The odometer reading is not the actual mileage
WARNING - ODOMETER DISCREPANCY

SELLER INFORMATION

Signature of Seller <i>Joseph B. Blankford</i>		Position (if applicable) <i>Personal Representative</i>	
Signature of Seller		Position	
Printed Name of Seller <i>Joseph B. Blankford</i>		Dealer Number (if applicable)	
Printed Name of Seller			
Date of Sale (month, day, year) <i>12-13-2024</i>	Selling Price <i>0</i>	Trade in Price (if any)	Total Price Paid <i>0</i>

PURCHASER INFORMATION

Name of Purchaser		Dealer Number	
Address			
City	State	Zip Code	
Name of Lienholder (if applicable)			
Address			
City	State	Zip Code	
I AM AWARE OF THE ABOVE ODOMETER CERTIFICATION MADE BY THE SELLER(S)			
Signature of Purchaser		Printed Name of Purchaser	

FIRST RE-ASSIGNMENT BY REGISTERED DEALER ONLY

I certify to the best of my knowledge that the odometer reading is the ACTUAL MILEAGE of the vehicle unless one of the following statements is checked.

--	--	--	--	--	--	--	--

The odometer reading stated is in excess of its mechanical limits

The odometer reading is not actual mileage
WARNING ODOMETER DISCREPANCY

Name of Dealership	
Signature	
Printed Name	
Position	Dealer Number
Date of Sale (month, day, year)	

Name of Purchaser		Dealer Number	
Address			
City	State	Zip Code	
Name of Lienholder (if applicable)			
Address			
City	State	Zip Code	
I AM AWARE OF THE ABOVE ODOMETER CERTIFICATION MADE BY THE SELLER(S)			
Signature of Purchaser		Printed Name of Purchaser	

SECOND RE-ASSIGNMENT BY REGISTERED DEALER ONLY

I certify to the best of my knowledge that the odometer reading is the ACTUAL MILEAGE of the vehicle unless one of the following statements is checked.

--	--	--	--	--	--	--	--

The odometer reading stated is in excess of its mechanical limits.

The odometer reading is not actual mileage
WARNING ODOMETER DISCREPANCY

Name of Dealership	
Signature	
Printed Name	
Position	Dealer Number
Date of Sale (month, day, year)	

Name of Purchaser		Dealer Number	
Address			
City	State	Zip Code	
Name of Lienholder (if applicable)			
Address			
City	State	Zip Code	
I AM AWARE OF THE ABOVE ODOMETER CERTIFICATION MADE BY THE SELLER(S)			
Signature of Purchaser		Printed Name of Purchaser	

THIRD RE-ASSIGNMENT BY REGISTERED DEALER ONLY

I certify to the best of my knowledge that the odometer reading is the ACTUAL MILEAGE of the vehicle unless one of the following statements is checked.

--	--	--	--	--	--	--	--

The odometer reading stated is in excess of its mechanical limits

The odometer reading is not actual mileage
WARNING ODOMETER DISCREPANCY

Name of Dealership	
Signature	
Printed Name	
Position	Dealer Number
Date of Sale (month, day, year)	

Name of Purchaser		Dealer Number	
Address			
City	State	Zip Code	
Name of Lienholder (if applicable)			
Address			
City	State	Zip Code	
I AM AWARE OF THE ABOVE ODOMETER CERTIFICATION MADE BY THE SELLER(S)			
Signature of Purchaser		Printed Name of Purchaser	

NO ADDITIONAL RE-ASSIGNMENTS PERMITTED

VIS LAW, LLC
ATTORNEY AT LAW
Licensed in Illinois and Indiana

12632 Wicker Avenue, Cedar Lake, Indiana 46308
Mailing Address: P O Box 980, Cedar Lake, Indiana 46308
Telephone (219) 280-4588
Facsimile (219) 533-4281
www.nvislaw.com

NATHAN D VIS
ndv@nvislaw.com

LISA KMETZ, PARALEGAL
lisa@nvislaw.com
RACHEL PHIPPS, PARALEGAL
rachel@nvislaw.com

December 23, 2024

VIA EMAIL

Cedar Lake Town Council

RE: 10715 W 133rd Avenue, Cedar Lake, Indiana / Moratorium Relief

Dear Members of the Cedar Lake Town Council:

I write to you on behalf of M&L's Adventure, LLC, recent purchaser of the vacant commercial space known as 10715 W 133rd Avenue, Cedar Lake, Indiana.

I have attached hereto, a survey from Torrenga Surveying, which depicts existing commercial parcels, as well as a portion of residential property, located on the southern edge of the property, that is also in purchase by my client.

In conjunction with the attached, I have also attached hereto the current rough draft site plan, which outlines the anticipated development that my client desires to build to enhance our Cedar Lake community.

On December 18, 2024, we enjoyed an extensive sit-down meeting with Tim Kubiak, Don Oliphant, and Jeff Bunge, to evaluate this development. Recognizing that Resolution No. 1349 passed earlier this year in March prohibits the development of new properties, in excess of one acre, unless they are already parceled, this 1.89 acres fits within the moratorium. We are formally requesting, that as quickly as possible this matter be placed at your next public meeting, for consideration to be excluded and waived, from being restricted under the existing moratorium.

We anticipate filing an application for zoning, site plan, and the like, by the end of December, to make the February 2025 meeting, and are already scheduled for concept plan discussion with the Plan Commission for January 2025.

However, it is first vital and important, that we obtain your approval, to waive Resolution No 1349, as it applies against the stated real estate. Please advise should you seek any additional information in this matter.

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We have been expressly informed from Don Oliphant and Tim Kubiak that facilities exist, for being able to tap into both potable water infrastructure, as well as sewer. In addition, we have met with Don Oliphant on site to begin an evaluation for drainage, and a specific request that he has made, is that we obtain an easement for overflow possibility from the retainage pond on site. This, has already been secured.

Again, we look forward to meeting with you at the next opportunity.

Respectfully,

/s/Nathan D. Vis

Nathan D. Vis

NDV/cso
Attachments

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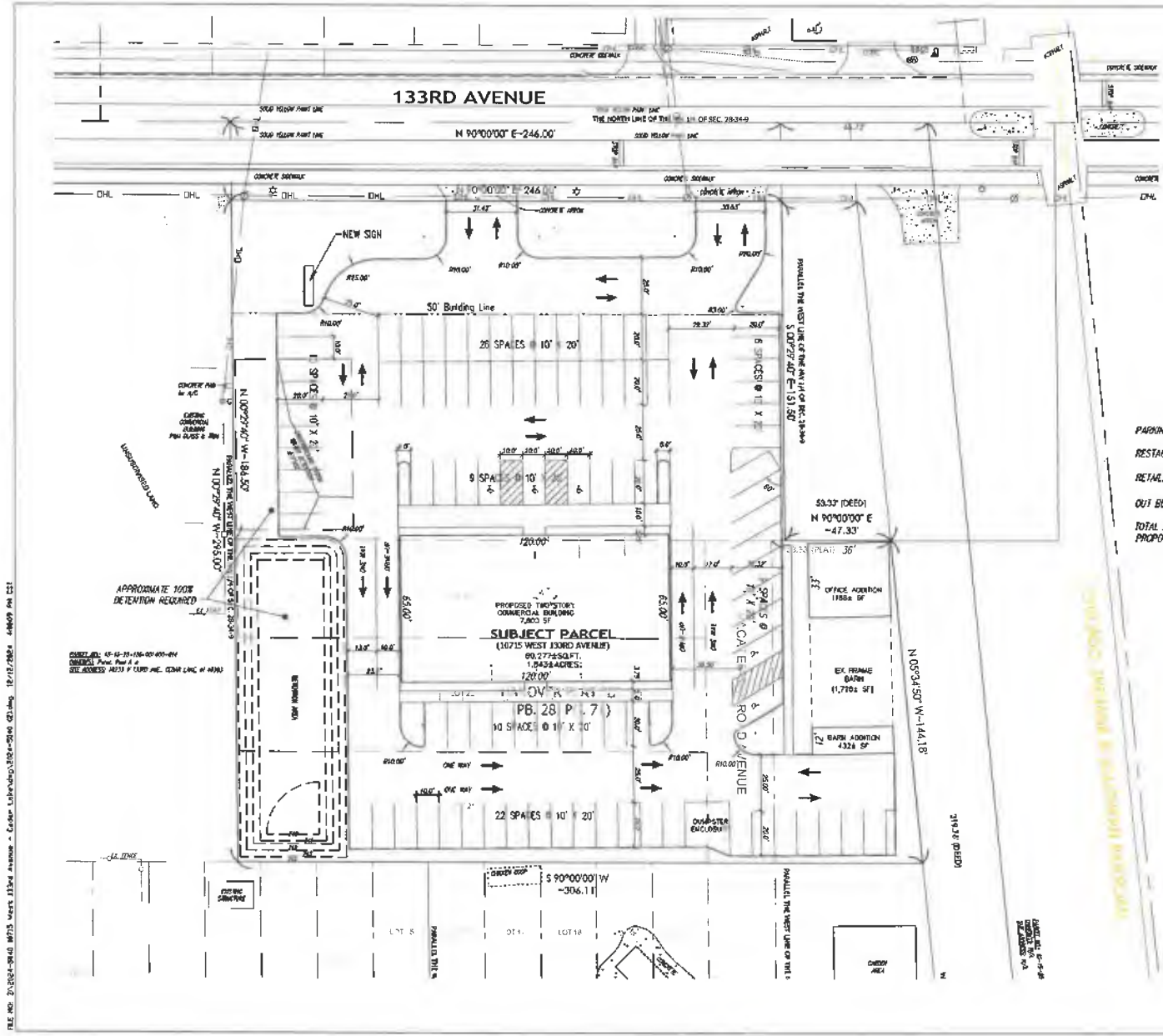
TORRENGA ENGINEERING, INC.
 CONSULTING ENGINEERS & LAND SURVEYORS
 907 RIDGE ROAD, MUNSTER, INDIANA 46361
 Tel No. (219) 839-9900
 website: www.torrenge.com

PROPOSED COMMERCIAL BUILDING
 10715 WEST 133RD AVENUE
 CEDAR LAKE, IN
 SITE PLAN (ALTERNATE)

DATE: 12-12-2014
 REVISIONS

CLIENT:
 MERRY & COMPANY, LLC
 515 W. 10th St. #203
 St. Joseph, MO 64503
 JOB NO: 2014-0000
 SCALE: 1" = 20'

SHEET
 0-2.0



PARKING BREAKDOWN:

RESTAURANTE: 2 @ 1300 SF = 32 CUSTOMERS	16 SPACES
(1 SPACE PER FOR EVERY 2 PATRON SEATS)	
RETAIL: 4 @ 1300 SF = 5200 SF	35 SPACES
(1 SPACE PER 150 SF)	
OUT BUILDING (DANCE) 3348 SF	22 SPACES
TOTAL REQUIRED SPACES	73
PROPOSED PARKING SPACES	92



FILE NO. 21-254-0000 10715 West 133rd Avenue - Cedar Lake, Ind. 46314
 12-12-2014
 CHECKED: 12-12-2014 10:00 AM
 DESIGNED: 12-12-2014 10:00 AM
 SITE ADDRESS: 10715 WEST 133RD AVE. CEDAR LAKE, IN 46314

SURVEYOR'S REPORT:

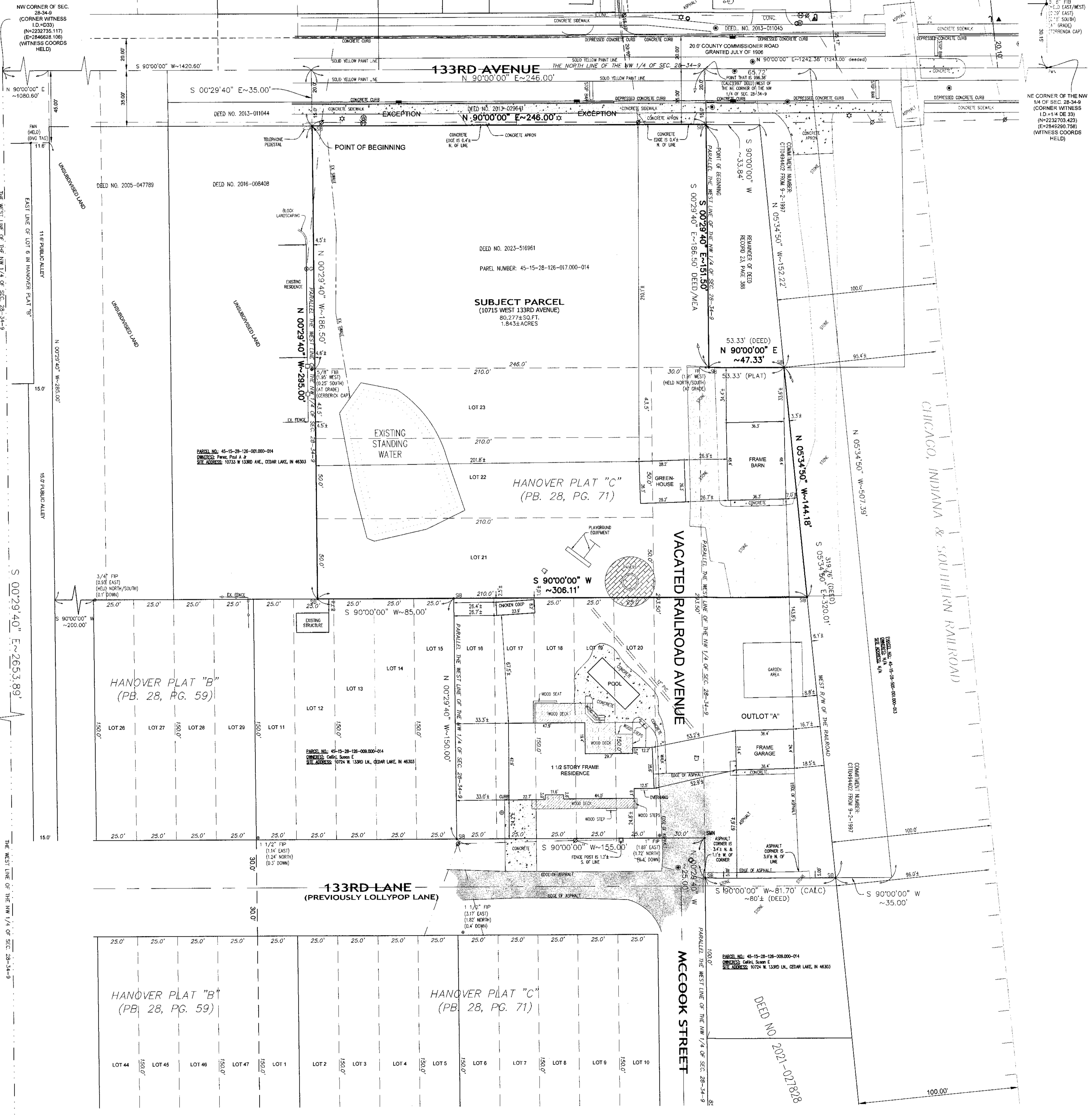
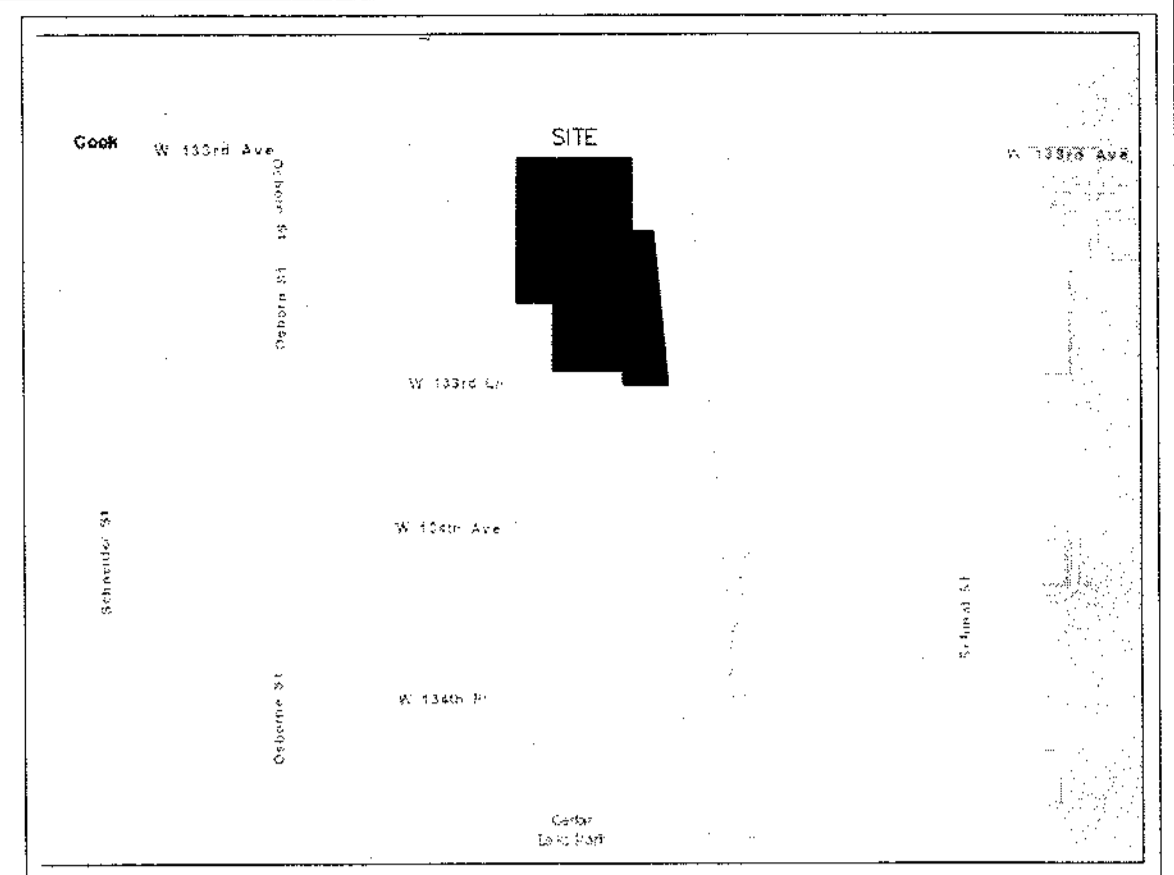
This Plat represents a Retracement Survey of the "Subject Parcel Legal Description" section of this Plat of Survey.
THEORY OF LOCATION:
This Survey is based on the locations of called-for and un-called-for monuments found at or near the corners of the subject parcel, and at or near the corners of adjacent parcels, as shown herein.

All future reference to the above described documents in this Surveyor's Report will make use of the number assigned to said document.
The purpose of this Plat of Survey was to perform a retracement survey of the above described parcels of land. A search was performed throughout the surveyed parcel and surrounding parcels of land for boundary corner monuments and the results of said search are shown herein.

PLAT OF SURVEY

SUBJECT PARCEL DESCRIPTION:

PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA INCLUDING LOTS 21, 22, 23, AND THAT PART OF OUTLOT "A" AND VACATED RAILROAD AVENUE LYING NORTH OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 21, IN HANOVER PLAT "C" AS PER PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGE 71, IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA, WRITTEN AND PREPARED BY JOHN STUART ALLEN AN INDIANA PROFESSIONAL SURVEYOR, NUMBER 29900011 WITH TORRENGA SURVEYING, LLC AND ORIGINALLY DEPICTED ON A BOUNDARY SURVEY DATED APRIL 29, 2024 AND HAVING A JOB NUMBER OF 2024-0253 MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 1420.60 FEET TO A POINT 1242.38 FEET (1243 FEET DEEDED) WEST OF THE NORTHEAST CORNER OF THE SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 29 MINUTES 40 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 306.11 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH AND 35.00 FEET SOUTH OF THE SAID NORTH LINE, A DISTANCE OF 246.00 FEET TO A POINT 996.38 FEET (997.00 DEEDED) WEST OF THE NORTHEAST CORNER OF THE SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 29 MINUTES 40 SECONDS EAST PARALLEL WITH THE SAID WEST LINE, A DISTANCE 151.50 FEET TO A POINT ON THE NORTH LINE OF SAID HANOVER PLAT "C"; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SAID NORTH LINE, A DISTANCE OF 47.33 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT "A"; THENCE SOUTH 05 DEGREES 34 MINUTES 50 SECONDS EAST ALONG THE EAST LINE OF SAID OUTLOT "A"; A DISTANCE OF 144.18 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 21; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SAID EASTERLY EXTENSION AND ALONG THE SOUTH LINE OF SAID LOT 21, A DISTANCE OF 306.11 FEET TO THE SOUTHWEST CORNER OF SAID LOT 21; THENCE NORTH 00 DEGREES 29 MINUTES 40 SECONDS WEST ALONG THE WEST LINE OF SAID HANOVER PLAT "C" AND PARALLEL WITH THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 295.00 FEET TO THE POINT OF BEGINNING, CONTAINING 80,277 SQUARE FEET, 1.843 ACRES MORE OR LESS.



Additional Survey Related Notes:
1. Dimensions on this plat are expressed in feet and decimal parts thereof, and are measured values, unless otherwise noted.
2. This survey does not purport to show data concerning the existence, size, depth, condition, capacity or location of any utilities, structures and/or features, other than those observed and shown. Prior to any excavation contact the local utility facilities or call (811) for field locations of underground utility lines.

LEGEND:
- FIN FOUND MAG NAIL
- FP FOUND PIN
- FIP FOUND IRON PIPE
- FIR FOUND IRON REBAR
- SB SET 5/8" IRON REBAR
- SWN SET MAG NAIL W/ ALLEN 29900011 L.D. TAG
- POWER POLE POWER POLE ANCHOR
- LIGHT POLE LIGHT POLE
- CATCH BASIN/CATCH BASIN/INLET
- MANHOLE
- CLEAN OUT
- GAS METER
- FIRE HYDRANT
- WATER VALVE
- STEEL BALL
- PINELE MARKER
- VENT PIPE
- RAILROAD CROSSING
- B-BOX
- CURB DRAIN
- PIPE INLET/OUTLET
- FENCE POST

STATE OF INDIANA }
COUNTY OF LAKE }
I, JOHN STUART ALLEN, A REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA, LICENSE #29900011, CERTIFY THAT THE ABOVE DESCRIBED SURVEY WAS PREPARED WHOLLY BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH RULE 12 OF TITLE 865, ARTICLE 1 OF THE INDIANA ADMINISTRATIVE CODE FOR BOUNDARY/RETRACEMENT SURVEYS.
TORRENGA SURVEYING, LLC
John Stuart Allen - Registered Land Surveyor No. LS29900011

CLIENT: CHRISTOPHER WORNHOFF
DATE: APRIL 29, 2024
PLAT OF SURVEY
PART OF THE NW 1/4 OF SEC. 28-34-09
10715 WEST 133RD AVENUE
IN THE TOWN OF CEDAR LAKE
LAKE COUNTY, INDIANA
TORRENGA SURVEYING, LLC
PROFESSIONAL LAND SURVEYORS
907 RIDGE ROAD, MUNSTER, INDIANA 46321
TEL. No.: (219) 836-8918
WEBSITE: WWW.TORRENGA.COM

VIS LAW, LLC
ATTORNEY AT LAW
Licensed in Illinois and Indiana

12632 Wicker Avenue, Cedar Lake, Indiana 46303
Mailing Address: P. O. Box 980, Cedar Lake, Indiana 46303
Telephone (219) 230-4533
Facsimile (219) 533-4281
www.nvislaw.com

NATHAN D. VIS
ndv@nvislaw.com

LISA KMETZ, PARALEGAL
lisa@nvislaw.com
RACHEL PHIPPS, PARALEGAL
rachel@nvislaw.com

January 23, 2025

VIA EMAIL

Town of Cedar Lake

RE: 10715 W 133rd Avenue, Cedar Lake, Indiana

Dear Town Council:

Good to meet with you on the evening of January 21, 2025. Please find in following, an outline for your contractor/expert's review of proposed water usage for this development.

The development is approximately 1.8 acres in size, and would be comprised of an expansion to the existing pole barn which would then be approximately 5,000 square feet upon completion. This would contain a few offices, as well as a dance studio. Hours of anticipated use for this dance studio, are typically 3:00 to 9:30 in the afternoon. It is anticipated that at most there would be three bathrooms with three sinks, as well as a small kitchenette for the office space. If not used as a dance studio (or if again outgrown) – then would be anticipated to be a mix of retail/office use.

As is indicated via the attached map, there is also an additional commercial space outlined in blue. This is anticipated to be built, with up to six possible units for build out within. This is estimated to be approximately 7,800 square feet.

We anticipate seeking B-2 zoning for this development, which allows such usages such as retail, professional office spaces, and restaurant use. This existing location would anticipate to perhaps have one or two drive through spaces, located on either end. The hours of operation, would be no earlier than 5:00 a.m. and no later than 10:00 p.m.

For retail, it is my understanding that the average water usage rate for a retail store is around 1.41 to 2.84 gallons per square foot per year, which would translate to water use intensity of roughly 66 gallons per 1,000 square feet per day. For professional offices, it is my understanding that the average water usage rate for a professional office space is between 10 to 20 gallons per employee per day.

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As per conversation during the Town Council meeting, due to the size of the developed buildings, they will not need fire suppression systems within. Additionally, question was raised as to whether or not irrigation would be needed for any green space areas. As per the attached drawing, the green spaces will be de minimis, and my client does not anticipate that irrigation systems will be installed.

Please advise should you seek any additional information regarding this matter.

Respectfully,

/s/Nathan D. Vis

Nathan D. Vis

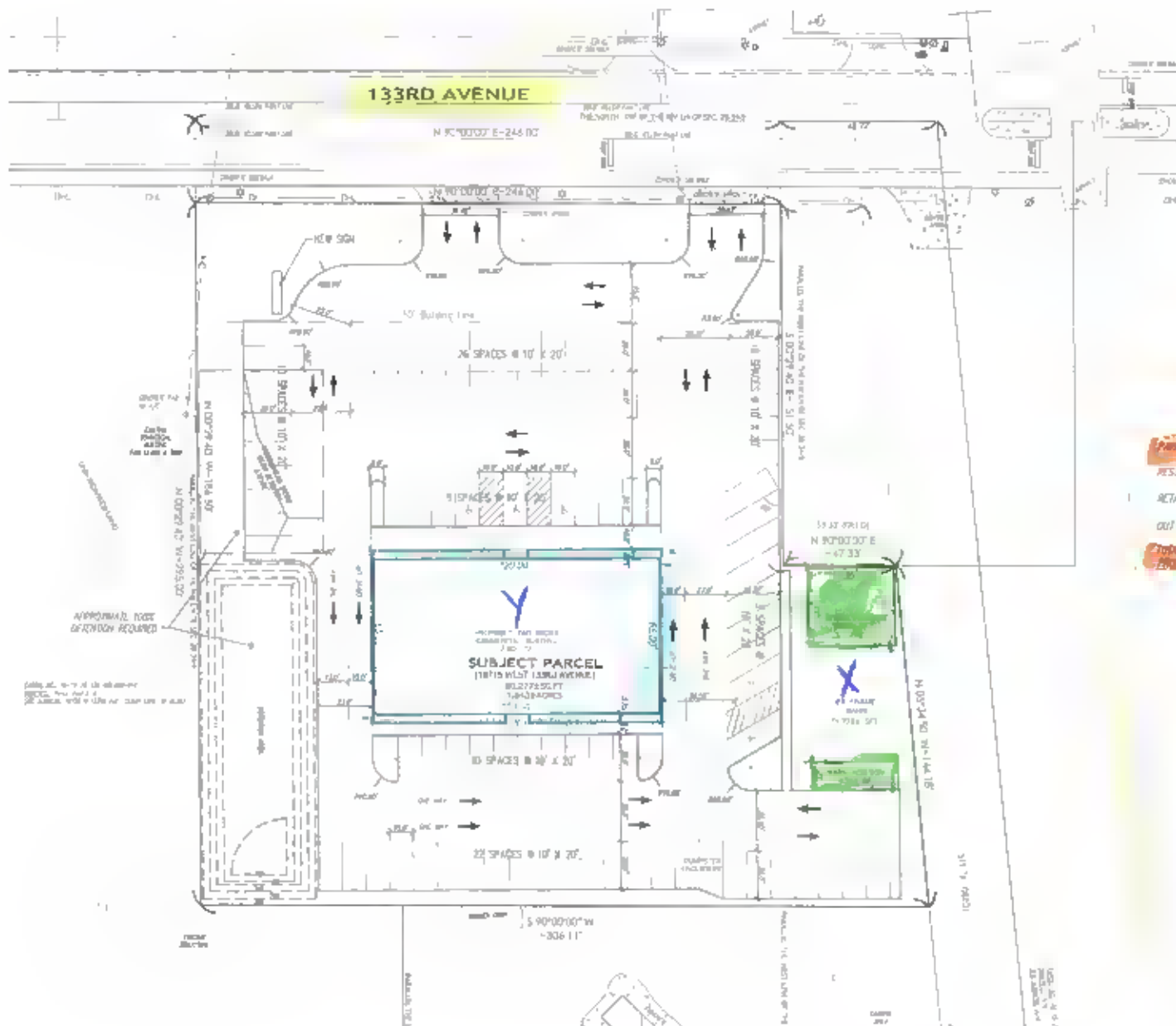
NDV/cso
Attachment

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DATE: 08/14/2018 10:58 AM
 DRAWN BY: J. B. BROWN
 CHECKED BY: J. B. BROWN
 PROJECT: 10715 WEST 133RD AVENUE - COMMERCIAL BUILDING - 2ND FLOOR - 2018-08-14



PARKING BREAKDOWN

RESTAURANT 2 @ 1000 SF = 30 CUSTOMERS
 (1 SPACE PER EVERY 3 PATRON SEATS)

RETAIL 4 @ 1000 SF = 5000 SF
 (1 SPACE PER 150 SF)

OUT BUILDING (DANCE) 1500 SF

TOTAL REQUIRED SPACES
 100 SPACES INCLUDING PARKING SPACES



<p>TORRENGA ENGINEERING, INC. CONSULTING ENGINEERS & LAND SURVEYORS 907 RIDGE ROAD, MUNCIE, INDIANA 47304 TEL: 317.439.8818 WWW.TORRENGA.COM</p>	<p>PROPOSED COMMERCIAL BUILDING 10715 WEST 133RD AVENUE CEDAR LAKE, IN SITE PLAN (ALTERNATE)</p>
	<p>DATE: 08/14/2018 DRAWN BY: J. B. BROWN CHECKED BY: J. B. BROWN PROJECT: 10715 WEST 133RD AVENUE - COMMERCIAL BUILDING - 2ND FLOOR - 2018-08-14</p>

DATE: 08/14/2018
 DRAWN BY: J. B. BROWN
 CHECKED BY: J. B. BROWN
 PROJECT: 10715 WEST 133RD AVENUE - COMMERCIAL BUILDING - 2ND FLOOR - 2018-08-14

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO: 1510

AN ORDINANCE AMENDING TOWN ORDINANCE NO. 1150, AS AMENDED FROM TIME TO TIME, BEING: "AN ORDINANCE ESTABLISHING JOB/EMPLOYMENT DESCRIPTIONS FOR THE EMPLOYEES OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, REPEALING ALL ORDINANCES AND TOWN CODE PROVISIONS, INCLUDING TOWN ORDINANCE NO. 1064; AND ALL MATTERS RELATED HERETO"; AMENDING THE JOB DESCRIPTION FOR THE TOWN MANAGER JOB POSITION FOR THE TOWN OF CEDAR LAKE, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Council"), has previously adopted its Town Ordinance No. 1150 on the 21st day of February, 2012, establishing Job/Employment Descriptions for the Employees of the Town of Cedar Lake; and

WHEREAS, the Town Council has reviewed the growth and staffing needs for the Town, and specifically the job responsibilities and duties of the Town Manager; and

WHEREAS, the Town Council has determined, after such review, that the need exists to amend the Town Manager job description for the evolved duties and responsibilities of the job position; and

WHEREAS, the Town Council, upon its review, has determined it appropriate, advisable, and in the best interests of its citizens and residents of the Town to amend and replace the job position description for Town Manager; and

WHEREAS, the Town Council has now determined it appropriate and advisable to amend the Job Position Descriptions for the Town Manager of the Town for the benefit of the citizens and residents of the Town of Cedar Lake.

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

SECTION ONE: That Town Ordinance No. 1150 be and is hereby amended as set forth in Exhibit "A", attached to this Amending Ordinance and incorporated herein, amending the Job Position for the Town Manager, which Town Manager Job Position Description for the Town is hereby approved and adopted.

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

SECTION THREE: That if any section, clause, provision, or portion of this 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, 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 _____, 2025.

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

Nick Recupito, 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, IAMCA, CMC, CPFIM,
Clerk-Treasurer



Town of Cedar Lake
 Department of Planning, Zoning and Building
 7408 Constitution Avenue, P.O. Box 707, Cedar Lake, IN 46303
 Tel: (219) 374-7400 Fax: (219) 374-8588
 www.cedarlakein.org

***OFFICE USE ONLY**
 DOCKET NO. _____
 FILING FEE 70
 RECEIPT NO. _____

PLANNING APPLICATION

PROPERTY ADDRESS: 6816 West 133rd Avenue, Cedar Lake, IN ZONING B-2
 TAX KEY NUMBER(S): 92-3819455

PETITIONER(S) INFORMATION

NAME: Northern Indiana Public Service Company Phone: 800-464-7726
 ADDRESS: 801 E 86th Ave Alt. Phone: 219-329-0753 (Rachel)
 CITY, STATE, ZIP: Merrillville, IN 46410 Email: rshmagranoff@nisource.com

OWNER(S) INFORMATION

NAME: Northern Indiana Public Service Company Phone: 800-464-7728
 ADDRESS: 801 E 86th Ave Alt. Phone: 219-329-0753 (Rachel)
 CITY, STATE, ZIP: Merrillville, IN 46410 Email: rshmagranoff@nisource.com

REQUEST (check all that apply): SUBDIVISION: Concept Plan Rezone
 Preliminary Plat Site Plan
 Final Plat PUD Amendment

DESCRIBE THE REQUEST:

Storm water management review of NIPSCO Mobile Substation site plan

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.

Phillip A. Paterek LEASEE of NIPSCO Services, LLC Phillip A. Paterek LEASEE of NIPSCO Services, LLC
 

Signature(s) of Owner(s)

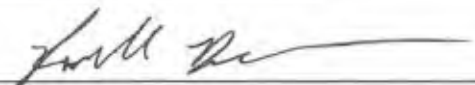
Signature(s) of Petitioner(s)

STATE OF INDIANA)
) SS:
 COUNTY OF LAKE)

STATE OF INDIANA)
) SS:
 COUNTY OF LAKE)

Subscribed and sworn to before me on this 22ND day of OCTOBER, 2024.

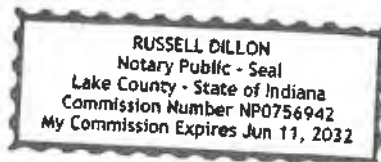
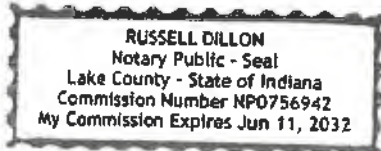
Subscribed and sworn to before me on this 22ND day of OCTOBER, 2024.





Notary Public
 My Commission expires: JUNE 11, 2032

Notary Public
 My Commission expires: JUNE 11, 2032



MEMORANDUM

September 25, 2024

TO: Town of Cedar Lake

CC: TJ Gordon - CBBEL Jason
Durr, PE – CBBEL

FROM: Joe Wilk, PE, CFM - CBBEL

SUBJECT: NIPSCO Mobile Substation Build
Cedar Lake, Lake County, IN
Summary of Stormwater Analysis and Design
(CBBEL Project 130056.00119)

This memorandum presents a summary of the stormwater analysis and design performed by Christopher B. Burke Engineering, Ltd. (CBBEL) for the Northern Indiana Public Service company (NIPSCO) substation build located near the northwest corner of the intersection at Fairbanks Street and 133rd Avenue in the Town of Cedar Lake (Town), Lake County, Indiana. The project location can be seen on **Exhibit 1** and is referred to as the Cedar Lake Mobile Substation. This analysis was performed to demonstrate the proposed project is in compliance with the Lake County Stormwater Technical Standards Manual (TSM) and the Lake County Stormwater Management and Clean Water Regulations Ordinance (SWMO).

The site is not located within the regulatory floodplain as shown on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) panel number 18089C0243E or the Indiana Floodplain Information Portal (INFIP). The FIRMETTE and the INFIP Floodplain Analysis and Regulatory Assessment (FARA) are attached as **Exhibit 2 and 3**, respectively.

Existing Conditions

The parcel is approximately 0.7-acres consisting of mostly grass and woodland. A small concrete driveway apron exists on the site for access from 133rd Avenue. The parcel is crowned at the middle and therefore drains via sheet flow to either the west or the southeast corner.

An existing overland path on the adjacent parcel to the west conveys flow to the south and into a roadside ditch which was recently redone around 2015. That roadside ditch continues to the west via a 24-inch diameter reinforced-concrete-pipe (RCP) driveway culvert.

The southeast corner of the parcel contains an existing 10-inch vitrified-clay-pipe (VCP) which conveys a small drainage ditch coming from the northeast. The upstream end of the 10-inch VCP is directly on the parcel boundary of the site. The 10-inch VCP ties into a 12-inch diameter polyvinyl chloride (PVC) which runs under the curb line of 133rd Avenue. This blind tie connection was put in place around 2015 when 133rd Avenue was reconstructed. The 10-inch VCP is severely undersized, as the nearby upstream culvert under Fairbanks Avenue is a 24-inch diameter corrugated metal pipe (CMP). Once the 10-inch VCP meets capacity, stormwater overland flows to the southwest and onto 133rd Avenue, causing flooding concerns. An overview of the project site's existing conditions stormwater features can be found in **Exhibit 4**.

Proposed Conditions

The proposed project involves the construction of an approximately 0.25-acre gravel substation which includes electrical equipment, an access driveway, and stormwater features. The



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

MEMORANDUM

substation will be graded from north to south to allow for runoff to travel via sheet flow into a stormwater facility on each side of the access driveway. A rain garden is being proposed on each side of the access driveway. These rain gardens will allow for runoff to pond up and utilize depressional storage volume while also infiltrating into the soil. Appropriate soil media will be utilized to help promote infiltration of stormwater into the soil. Underdrains will help facilitate drainage out of the rain garden at a reduced rate, thereby meeting Town standards. An open lid catchbasin, set approximately 6-inches above the ground elevation of each rain garden, will act as an emergency overflow weir and allow for excess stormwater to overflow into the newly upsized 24-inch diameter culvert, discussed in the next paragraph, cutting across the parcel.

The existing 10-inch VCP is proposed to be removed and upsized with a 24-inch diameter culvert. The upsized culvert will start at the same location as it does today, the parcel boundary edge, and continue to a new location, the roadside ditch discussed earlier. The blind tie connection at the 12-inch storm sewer under 133rd Avenue will be bulkheaded. It was desired to remove the connection into that 12-inch storm sewer, as the storm sewer under 133rd Avenue were designed for local roadway drainage. Removing this connection alleviates the burden on the storm sewer under 133rd Avenue and helps reduce flooding concerns and roadway ponding in the area by more safely and efficiently conveying stormwater to the west and eliminating the bottleneck in the local drainage system.

Due to the topography of the area, an easement will be needed to route the 24-inch culvert through the adjacent western property, as well as for now creating a concentrated discharge onto that adjacent property. The NIPSCO legal team will work on securing that easement once conditional approval is issued for this drainage plan. The proposed conditions stormwater features can be seen on **Exhibit 5**.

Stormwater Quality

Post construction water quality is being met via two proposed rain gardens and a cobble stone filter strip. The rain gardens will act as best management practices (BMP's) and allow for infiltration of stormwater to help meet the 80% TSS removal rate. The cobble stone filter strip will assist to filter out particulates between the gravel substation and the rain gardens. These two PCBMP's, in conjunction, will extend beyond the required water quality standards per the Town's ordinance. Calculations for water quality volume can be found in the attached documents.

Summary

As can be inferred from this memorandum, the requirements of the Town's TSM and SWMO have been met for this proposed project. CBEL requests a conditional approval and subsequent Stormwater Permit be issued from the Town.

N:\INDIANA\NIPSCO\Mobile Substation - Cedar Lake\Water\Docs\M.NIPSCO Substation Build_Mobile_Cedar Lake.docx



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520



0 265 510 1,020
 Feet
 1 inch = 500 feet



Sources: Esri, HERE,
 Garmin, USGS,
 Intelmap

CLIENT:
**NORTHERN INDIANA PUBLIC
 SERVICE COMPANY (NIPSCO)**

TITLE:
**CEDAR LAKE MOBILE SUBSTATION
 - LOCATION MAP**

PRCJ. NO. 130056.00110
 DATE: 9/19/24
 SHEET 1 OF 1
 DRAWING NO.

CB
CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W. Higgins Road, Suite 600 · Rosemont, Illinois 60018 · (847) 823-0500

DSGN.		SCALE:	1:0
DWN.	JLW	AUTHOR:	
CHKD.	-	PLOT DATE:	9/19/2024
FILE:	EXH 1_Location Map		

EXH 1

Path: N:\INDIANA\NIPSCO\Mobile Substation - Cedar Lake\GIS\Exhibits\Memo Exhibits\EXH 1_Location Map.mxd

Robin Dr

National Flood Hazard Layer FIRMette



87°25'23"W 41°22'52"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- | | |
|------------------------------------|---|
| SPECIAL FLOOD HAZARD AREAS | <ul style="list-style-type: none"> Without Base Flood Elevation (BFE) Zone A, V, A99 W/ BFE or Depth Zone AE, AO, AH, VE, AR Regulatory Floodway |
| OTHER AREAS OF FLDDD HAZARD | <ul style="list-style-type: none"> 0.2% Annual Chance Flood Hazard. Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X Future Conditions 1% Annual Chance Flood Hazard Zone X Area with Reduced Flood Risk due to Levee. See Notes. Zone X Area with Flood Risk due to Levee Zone D |
| OTHER AREAS | <ul style="list-style-type: none"> NO SCREEN Area of Minimal Flood Hazard Zone X Effective LDMRs Area of Undetermined Flood Hazard Zone D |
| GENERAL STRUCTURES | <ul style="list-style-type: none"> Channel, Culvert, or Storm Sewer Levee, Dike, or Floodwall |
| OTHER FEATURES | <ul style="list-style-type: none"> 20.2 Cross Sections with 1% Annual Chance Water Surface Elevation 17.5 Coastal Transect 17.5 Coastal Transect Base Flood Elevation Line (BFE) Limit of Study Jurisdiction Boundary Coastal Transect Baseline Profile Baseline Hydrographic Feature |
| MAP PANELS | <ul style="list-style-type: none"> Digital Data Available No Digital Data Available Unmapped |



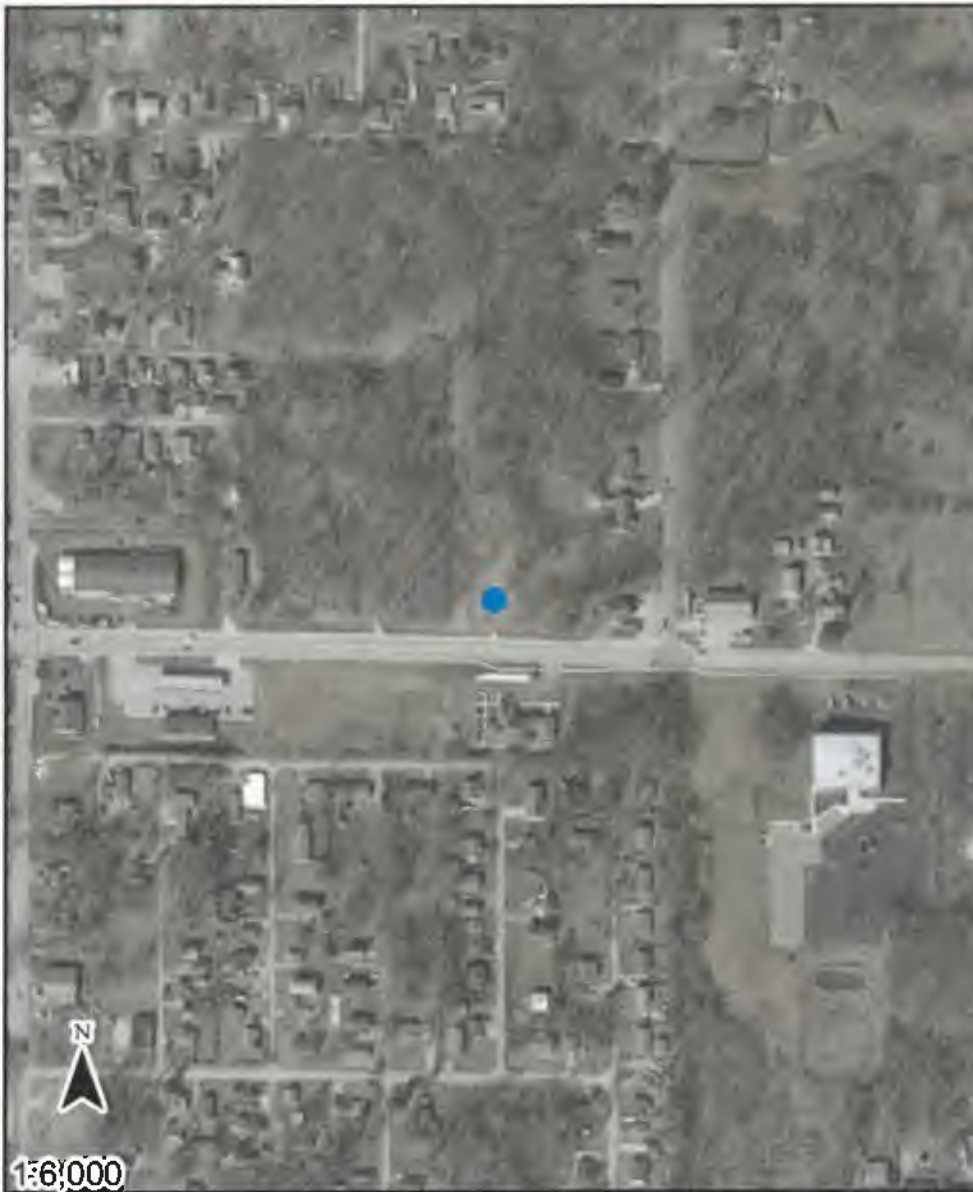
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/18/2024 at 4:51 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

EXHIBIT 2



- Point of Interest
- Base Flood Elevation Point
- POI
- Not Mapped

Long: -87.41802681543757

Lat: 41.37740994257398

The information provided below is based on the point of interest shown in the map above.

County: **Lake**

Approximate Ground Elevation: **717.8 feet (NAVD88)**

Stream Name:

Base Flood Elevation: **Not Available**

Unnamed Tributary

Drainage Area: **Not Available**

Best Available Flood Hazard Zone: **Not Mapped**

National Flood Hazard Zone: **Not Mapped**

Is a Flood Control Act permit from the DNR needed for this location? **See following pages**

Is a local floodplain permit needed for this location? **Contact your local Floodplain Administrator-**

Floodplain Administrator: Tim Kubiak,

Community Jurisdiction: Town Of Cedar Lake, City proper

Phone: (219) 374-7400

Email: Tim.Kubiak@cedarlakein.org

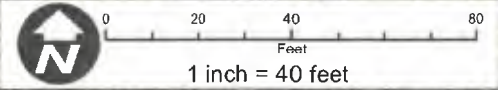
EXHIBIT 3

US Army Corps of Engineers District: **Chicago**

Date Generated: 9/18/2024

Legend

- EXISTING DRAINAGE AREAS (ONSITE)
- ROADWAY INLET
- STORMWATER MANHOLE
- STORM SEWER
- 1 FT CONTOUR (2018)
- PARCEL BOUNDARY

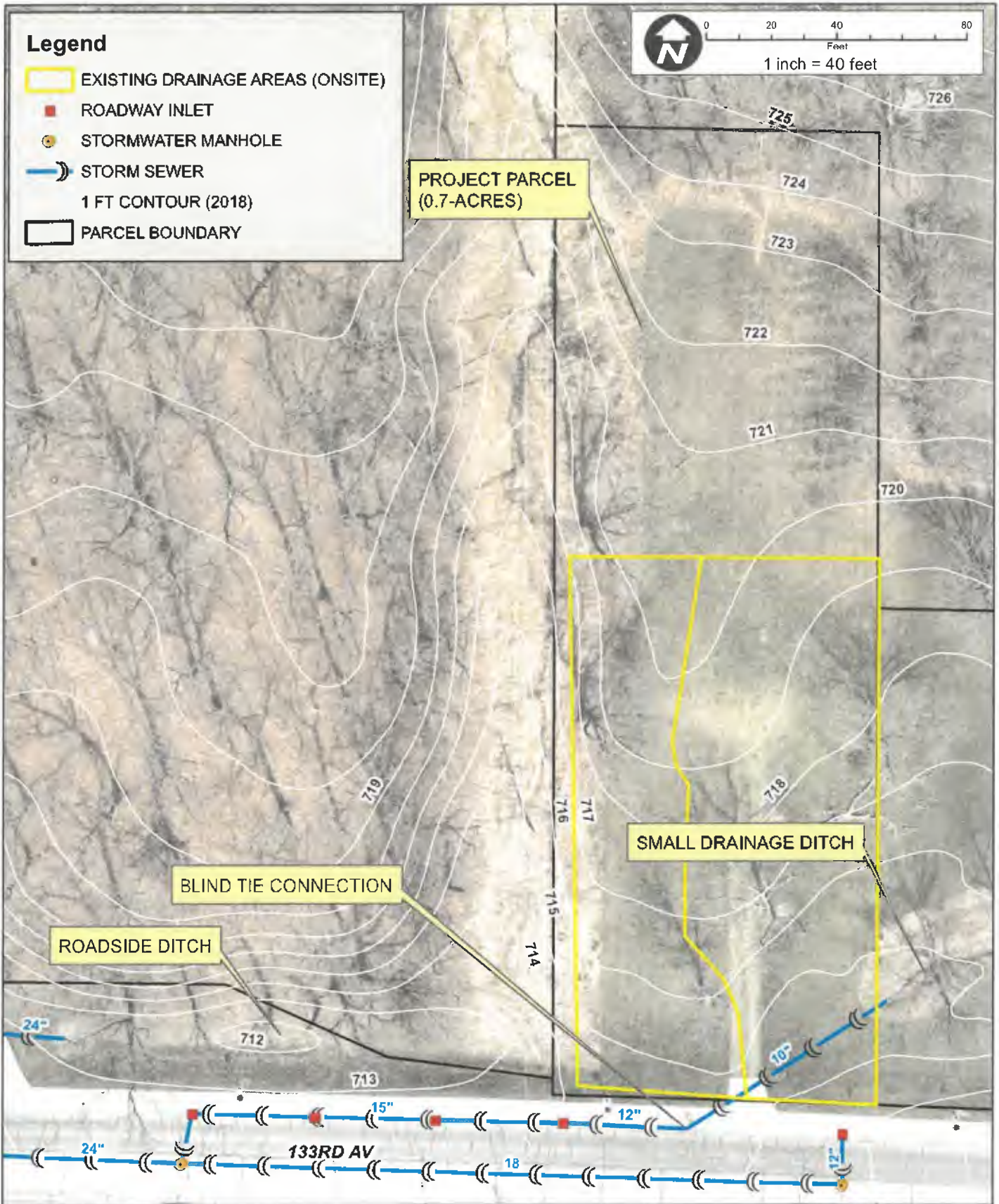


**PROJECT PARCEL
(0.7-ACRES)**

SMALL DRAINAGE DITCH

BLIND TIE CONNECTION

ROADSIDE DITCH



CLIENT:
NORTHERN INDIANA PUBLIC SERVICE COMPANY (NIPSCO)

TITLE:
CEDAR LAKE MOBILE SUBSTATION - EXISTING CONDITIONS STORMWATER FEATURES

PROJ. NO. 130058.0011
DATE: 9/19/24
SHEET 1 OF 1
DRAWING NO.

CB **CHRISTOPHER B. BURKE ENGINEERING, LTD.**
9575 W. Higgins Road, Suite 600 · Rosemont, Illinois 60018 · (847) 823-0500

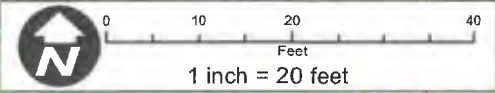
DSGN.		SCALE:	1.0
DWN.	JLW	AUTHOR:	
CHKD.	-	PLOT DATE:	9/23/2024
FILE:	EXH 4_Existing Conditions Stormwater Features		

EXH 4

Path: N:\INDIANANIPSCO\Mobile Substation - Cedar Lake\GIS\EXH4\Memo Exhibit\EXH 4_Existing Conditions Stormwater Features.mxd

Legend

- PROPOSED CATCHBASIN
- PROPOSED MANHOLE
- ▲ PROPOSED FLARED END SECTION
-) PROPOSED STORM SEWER
- IMPERVIOUS SURFACE (0.25 AC)
- PERVIOUS SURFACE (0.08 AC)
- ROADWAY INLET
- STORMWATER MANHOLE
-) STORM SEWER



THE DASHED 1-FOOT CONTOUR LINES ON THIS EXHIBIT ARE FROM THE SITE SURVEY.

B
SH.2

PROPOSED RAIN GARDEN.
SEE PLAN SET FOR DETAILS.

THE TOWN OF CEDAR LAKE
LAKE COUNTY, ILLINOIS
WARRANTY DEED
NO. 100-0000000000

REMOVE ALL OF THE 10" VCP
AND BULKHEAD AT CURBLINE.

133RD AV

CLIENT:
**NORTHERN INDIANA PUBLIC
SERVICE COMPANY (NIPSCO)**

TITLE:
**CEDAR LAKE MOBILE SUBSTATION
- PROPOSED CONDITIONS
STORMWATER FEATURES**

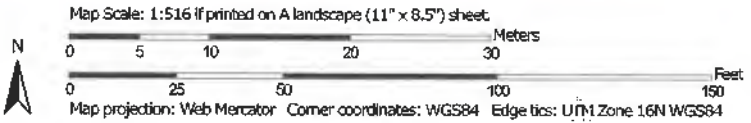
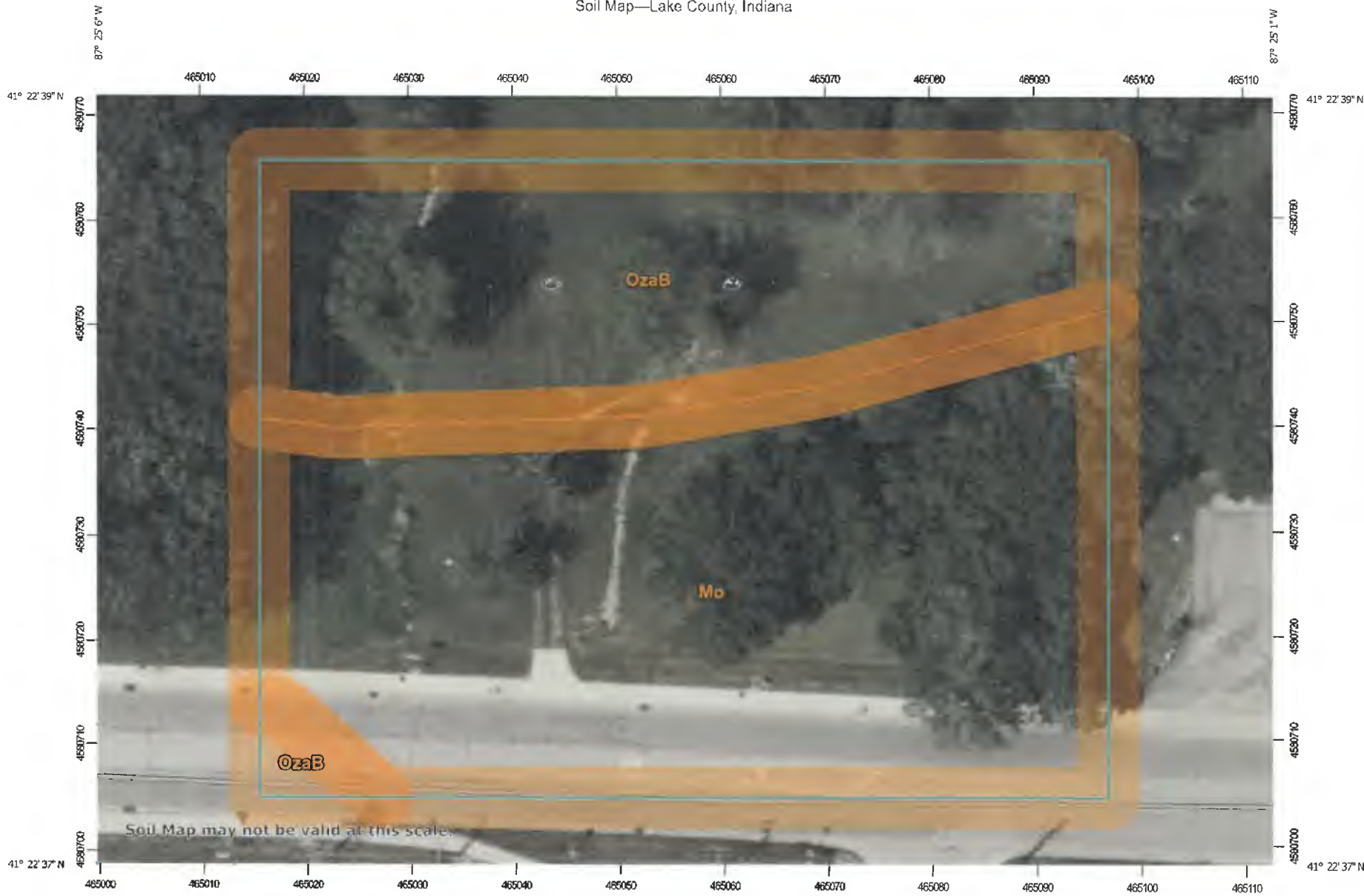
PROJ. NO. 130056.0011
DATE: 9/19/24
SHEET 1 OF 1
DRAWING NO.

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DSGN.		SCALE:	1:0
DWN.	JLW	AUTHOR:	
CHKD.		PLOT DATE:	9/19/2024
FILE:	EXH 5_Proposed Conditions Stormwater Features		

EXH 5

Soil Map—Lake County, Indiana



MAP LEGEND

-  Area of Interest (AOI)
- Soils**
-  Soil Map Unit Polygons
-  Soil Map Unit Lines
-  Soil Map Unit Points
- Special Point Features**
-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot
-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features
- Water Features**
-  Streams and Canals
- Transportation**
-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads
- Background**
-  Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Lake County, Indiana
 Survey Area Data: Version 26, Sep 1, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 16, 2022—Jun 27, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Mo	Milford silt loam, overwash	0.8	62.2%
OzaB	Ozaukee silt loam, 2 to 6 percent slopes	0.5	37.8%
Totals for Area of Interest		1.2	100.0%

Lake County, Indiana

Mo—Milford silt loam, overwash

Map Unit Setting

National map unit symbol: 94jd
Elevation: 570 to 790 feet
Mean annual precipitation: 34 to 40 inches
Mean annual air temperature: 47 to 50 degrees F
Frost-free period: 140 to 170 days
Farmland classification: Prime farmland if drained

Map Unit Composition

Milford and similar soils: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Milford

Setting

Landform: Depressions on lake plains
Landform position (two-dimensional): Footslope
Down-slope shape: Concave
Across-slope shape: Linear
Parent material: Loamy slope alluvium over clayey lacustrine deposits

Typical profile

H1 - 0 to 13 inches: silt loam
H2 - 13 to 47 inches: silty clay
H3 - 47 to 60 inches: loam

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Very poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20 to 0.60 in/hr)
Depth to water table: About 0 to 6 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Calcium carbonate, maximum content: 40 percent
Available water supply, 0 to 60 inches: High (about 10.1 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2w
Hydrologic Soil Group: C/D
Ecological site: R110XY008IL - Wet Glacial Drift Upland Prairie
Other vegetative classification: Mixed/Transitional (Mixed Native Vegetation)

Hydric soil rating: Yes

Data Source Information

Soil Survey Area: Lake County, Indiana
Survey Area Data: Version 26, Sep 1, 2023



Time of Concentration (T_c) or Travel Time (T_t)

Project: 130056.00119
 Location: Mobile Substation - Cedar Lake
 File: N:\INDIANA\NIPSCO\Mobile Substation - Cedar L

By: JLW
 Checked: _____

Date: 9/12/2024
 Date: _____

(Present / ~~Developed~~)
 T_c through subarea

Existing (Undeveloped) Area 1, East

SHEET FLOW

	Segment ID	I					
Surface Description (table 3-1)		Grass					
Manning's roughness coeff., n		0.24					
Flow Length, L (total L ≤ 100') (ft)		100					
Two-yr 24-hr rainfall, P ₂ (in)		3.00					
Land slope, s (ft/ft)		0.05					
$T_t = (0.007(nL)^{0.5}) / (P_2^{0.5} s^{0.4})$ (hr)		0.17	+				= 0.17 hr

SHALLOW CONCENTRATED FLOW

	Segment ID	II					
Surface Description (paved or unpaved)		unp.					
Flow Length, L (ft)		25					
Watercourse slope, s (ft/ft)		0.001					
Average velocity, V (ft/s)		0.51					
$T_t = L / 3600 V$ (hr)		0.01	+		+		= 0.01 hr

CHANNEL FLOW

	Segment ID						
Cross-sectional flow area, a (ft ²)							
Wetted perimeter, P _w (ft)							
Hydraulic radius, r = a/P _w (ft)							
Channel slope, s (ft/ft)							
Manning's roughness coeff., n							
$V = (1.49 r^{0.667} s^{0.5}) / n$ (ft/s)							
Flow length, L (ft)							
$T_t = L / 3600 V$ (hr)			+				= hr

Watershed or subarea T_c or T_t

= 0.18 hr
 10.8 min

Time of Concentration (T_c) or Travel Time (T_t)

Project: 130056.00119
 Location: Mobile Substation - Cedar Lake
 File: N:\INDIANA\NIPSCO\Mobile Substation - Cedar L

By: JLW
 Checked: _____

Date: 9/12/2024
 Date: _____

Present / ~~Developed~~
 T_c through subarea

~~Existing (Undeveloped)~~ Area 2, West

SHEET FLOW

	Segment ID	1		
Surface Description (table 3-1)		Grass		
Manning's roughness coeff., n		0.24		
Flow Length, L (total L ≤ 100') (ft)		100		
Two-yr 24-hr rainfall, P ₂ (in)		3.00		
Land slope, s (ft/ft)		0.06		
$T_t = (0.007(nL)^{0.6}) / (P_2^{0.5} s^{0.4})$ (hr)		0.16	+	= 0.16 hr

SHALLOW CONCENTRATED FLOW

	Segment ID				
Surface Description (paved or unpaved)					
Flow Length, L (ft)					
Watercourse slope, s (ft/ft)					
Average velocity, V (ft/s)					
$T_t = L / 3600 V$ (hr)			+		= hr

CHANNEL FLOW

	Segment ID				
Cross-sectional flow area, a (ft ²)					
Wetted perimeter, P _w (ft)					
Hydraulic radius, r = a/P _w (ft)					
Channel slope, s (ft/ft)					
Manning's roughness coeff., n					
$V = (1.49 r^{0.667} s^{0.5}) / n$ (ft/s)					
Flow length, L (ft)					
$T_t = L / 3600 V$ (hr)			+		= hr

Watershed or subarea T_c or T_t

= 0.16 hr
 9.6 min

Time of Concentration (T_c) or Travel Time (T_t)

Project: 130056.00119
 Location: Mobile Substation - Cedar Lake
 File: N:\INDIANA\NIPSCO\Mobile Substation - Cedar L

By: JLW
 Checked: _____

Date: 9/12/2024
 Date: _____

Present / **Developed**
 T_c through subarea

Proposed Gravel Pad and Rain Garden

SHEET FLOW

	Segment ID	I	
Surface Description (table 3-1)		Gravel	
Manning's roughness coeff., n		0.011	
Flow Length, L (total L ≤ 100') (ft)		100	
Two-yr 24-hr rainfall, P2 (in)		3.00	
Land slope, s (ft/ft)		0.005	
$T_t = (0.007(nL)^{0.6}) / (P_2^{0.5} s^{0.4})$ (hr)		0.04	
		+	
			= 0.04 hr

SHALLOW CONCENTRATED FLOW

	Segment ID	II			
Surface Description (paved or unpaved)		unp.			
Flow Length, L (ft)		35			
Watercourse slope, s (ft/ft)		0.005			
Average velocity, V (ft/s)		1.14			
$T_t = L / 3600 V$ (hr)		0.01			
		+		+	
					= 0.01 hr

CHANNEL FLOW

	Segment ID		
Cross-sectional flow area, a (ft ²)			
Wetted perimeter, Pw (ft)			
Hydraulic radius, r = a/Pw (ft)			
Channel slope, s (ft/ft)			
Manning's roughness coeff., n			
$V = (1.49 r^{0.667} s^{0.5}) / n$ (ft/s)			
Flow length, L (ft)			
$T_t = L / 3600 V$ (hr)			
		+	
			= hr

Watershed or subarea T_c or T_t

= 0.05 hr
 Round to 5 min

Existing (Undeveloped) Runoff Rates

The project area is crowned in the middle, creating two drainage areas.

Area 1, A1 (East side of project site) = 0.22-acres

Area 2, A2 (West side of project area) = 0.15-acres

C = 0.21 (lawns, clay, rolling)

Tc = 10 min (both areas)

Q1_undeveloped 10yr = C * i10 * A1 = 0.30 * 5.46 in/hr * 0.22 ac = 0.36 cfs

Q2_undeveloped 10yr = C * i10 * A2 = 0.30 * 5.46 in/hr * 0.15 ac = 0.25 cfs

Proposed Conditions Runoff Rates

The proposed substation will be slightly crowned in the middle and convey runoff to two rain gardens, an east and west one.

Area 1, A1 (East) = 0.19-acres

Area 2, A2 (West) = 0.19-acres

Runoff Coefficients: Compacted Gravel = 0.65; Lawns (Clay) = 0.21

C = [(0.13 ac)(0.65) + (0.06 ac)(0.21)] / 0.19 ac = 0.51

Tc = 5 min (Both areas)

Q1_proposed 100yr = C * i100 * A1 = 0.51 * 9.84 in/hr * 0.19 ac = 0.95 cfs

Q2_proposed 100yr = C * i100 * A2 = 0.51 * 9.84 in/hr * 0.19 ac = 0.95 cfs

The above peak 100yr runoff rates will be reduced/slowed down into the proposed 24-inch culvert via infiltration in the proposed rain gardens.

Water Quality BMP Sizing

% Impervious of the contributing area to the rain gardens = (0.26 ac) / (0.38 ac) = 68%

Rv = 0.05 + 0.009(I) = 0.05 + 0.009(68%) = 0.662

WQv = [(P) (Rv) (A)] / 12 = [(1) (0.662) (0.38 ac)] / 12 = 0.02 ac-ft

The required water quality volume = 0.02 ac-ft, or 32 cubic yards.

The combined volume of above ground storage in the rain gardens, up to the top of berm elevations 715.65 and 714.75, respectively, is approximately 21 cubic yards.

The volume in the soil media = 0.25 x (1,368 sqft, area of swale mix seed) x (1.5ft, avg depth of rain garden) = 19 cubic yards

A combined available storage volume for Water Quality = approximately 40 cubic yards

NIPSCO MOBILE SUBSTATION - TOWN OF CEDAR LAKE
PROPOSED CULVERT

LOCATION: 133rd Avenue
DIRECTION: East to West
U/S INV. = 711.69 ft-NAVD **D/S INV. =** 711.50 ft-NAVD
PIPE LENGTH = 101 ft
PIPE SIZE = 24 in.
PIPE MATERIAL = DIP

MANNING'S EQUATION

$(Q = 1.486/n \times A \times R^{2/3} \times s^{1/2})$

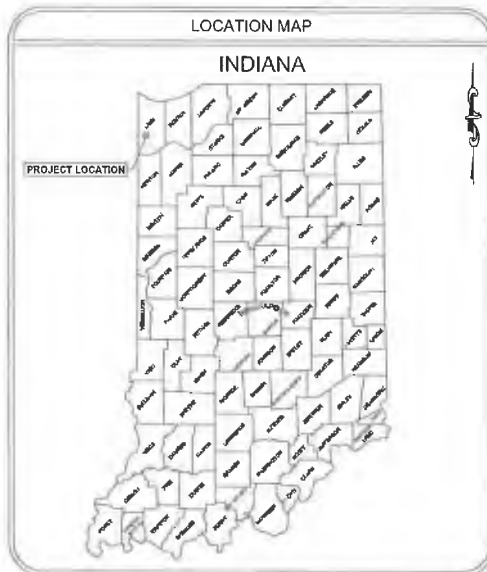
PIPE DIAMETER = 24.00 in.
PIPE SLOPE, s = 0.19 %
ROUGHNESS COEFF., n = 0.015
PIPE AREA, A = 3.142 ft²
WETTED PERIMETER, P = 6.283 ft
HYDRAULIC RADIUS, R=A/P = 0.500 ft

PIPE CAPACITY, Q = 8.50 cfs

PIPE VELOCITY, V=Q/A = 2.71 fps

CEDAR LAKE MOBILE SUBSTATION STORMWATER AND EROSION CONTROL PLAN WO #53497-912

TOWN OF CEDAR LAKE, INDIANA



SHEET INDEX

01	COVER SHEET
02	EXISTING CONDITIONS & REMOVALS
03	PROPOSED CONDITIONS
04	PROPOSED GRADING PLAN
05	CROSS SECTIONS
06	EROSION CONTROL PLAN
07	DETAILS
08	RESTORATION PLAN
09	RESTORATION NOTES

PREPARED FOR:

NIPSCO
NORTHERN INDIANA PUBLIC SERVICE COMPANY (NIPSCO)
801 E. 86TH AVENUE
MERRILLVILLE, IN 46410

PREPARED BY:



CHRISTOPHER B. BURKE ENGINEERING, LLC
220 WEST COLLEAS AVENUE, SUITE 200
SOUTH BEND, INDIANA 46601
PHONE: (574) 263-8001
FAX: (574) 632-3100



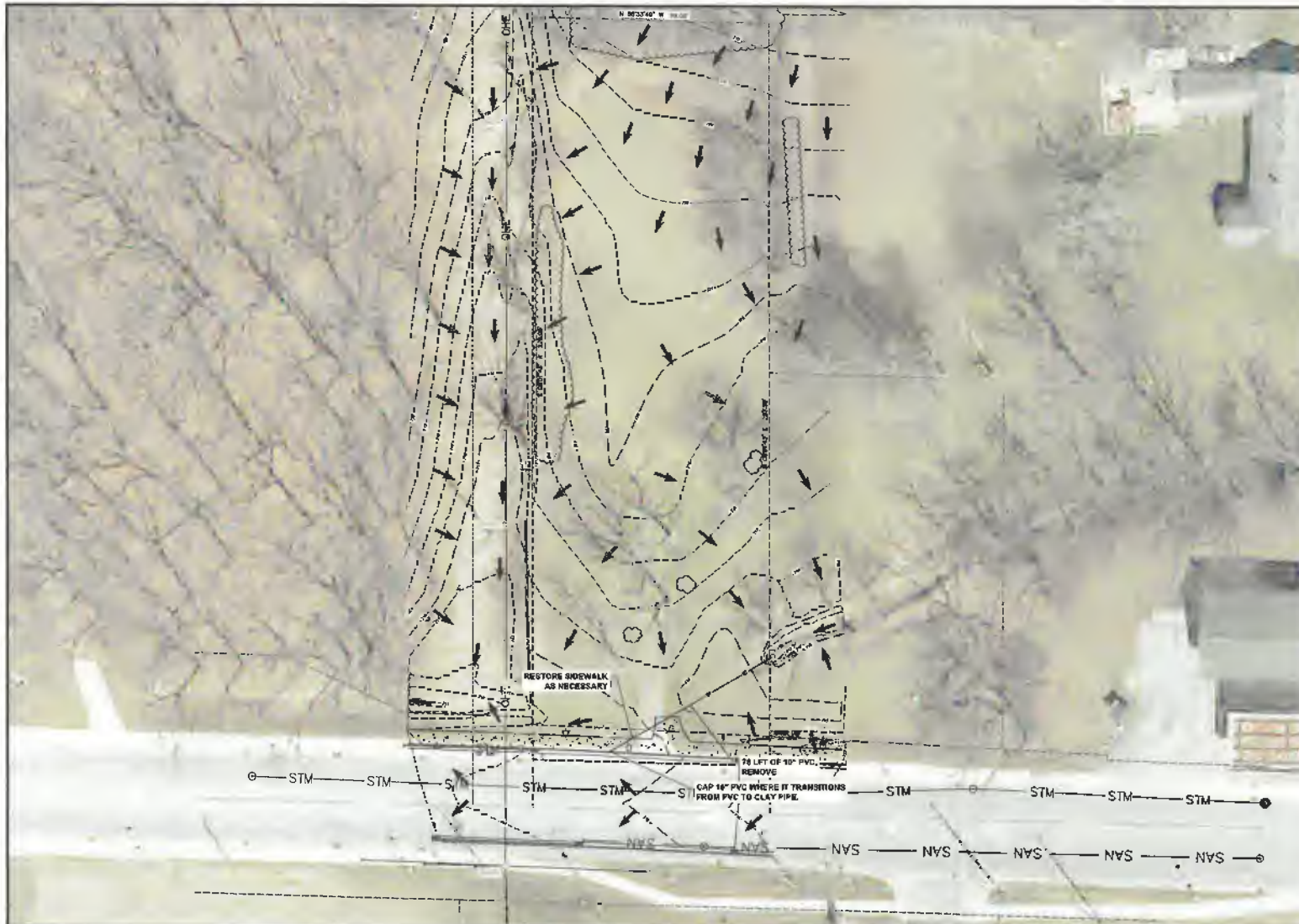
CERTIFIED:

	ENGINEER	DATE

CEDAR LAKE MOBILE SUBSTATION
WO #53497-912

TOWN OF CEDAR LAKE, INDIANA

SEPTEMBER 2020
PROJECT #13-005600116



- LEGEND**
- - - - EXISTING CONTOUR
 - - - - PARCEL BOUNDARY
 - ← STORM WATER FLOW ARROW



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 South Bend, Indiana 46601
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CLIENT:



801 E. 86TH AVENUE
 MERRILLVILLE, IN 46410

NO.	DATE	NATURE OF REVISION

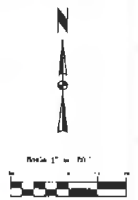
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CHECK:	DDC	JW
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PLT DATE:	7/25/2024	
LOAD USER:	04/10/20	
MOORE:	08/7/21	



TITLE:

**CEDAR LAKE MOBILE SUB
 EXISTING CONDITIONS & REMOVALS**

PROJ. NO.:	130954.00119
DATE:	06-25-2024
SHEET:	2 OF 3
DRAWING NO.:	



- LEGEND**
- EXISTING CONTOUR
 - - - PROPOSED CONTOUR
 - - - PARCEL BOUNDARY
 - [Pattern] PROPOSED STONE PAD
 - [Pattern] PROPOSED STONE DRIVE
 - [Pattern] PROPOSED CONCRETE DRIVE
 - [Pattern] PROPOSED RAIN GARDEN
 - STORM WATER FLOW ARROW

CB
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 South Bend, Indiana 46601
 (574) 292-8001

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 801 E. 86TH AVENUE
 MERRILLVILLE, IN 46410

NO.	DATE	NATURE OF REVISION

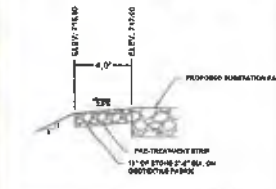
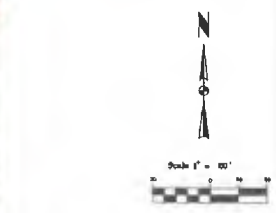
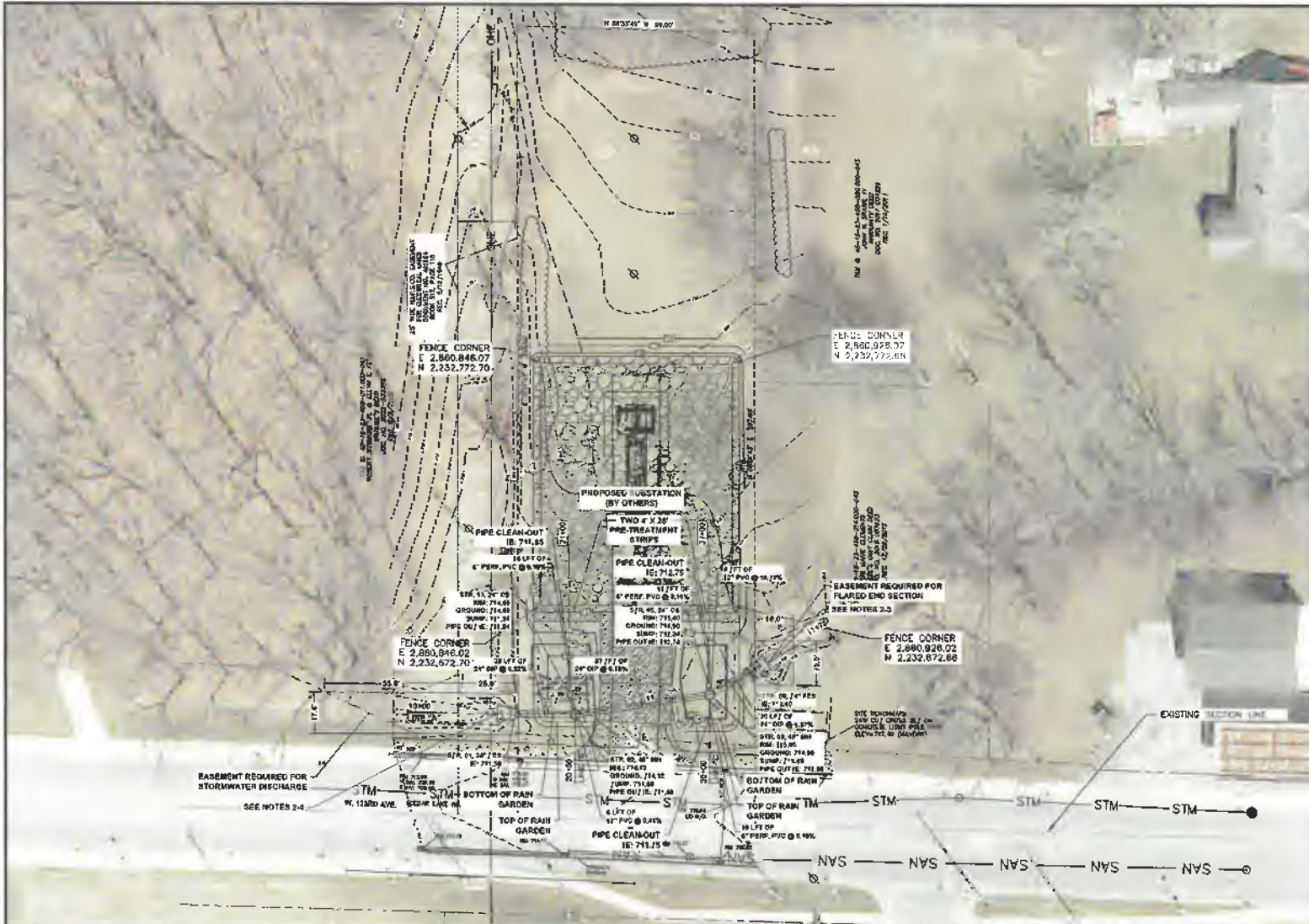
DWG.	DCO	JW
CHKD.	MAE	
DATE	DCO	
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PLN DATE	8/25/2024	
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MODEL		



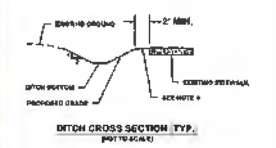
TITLE:

**CEDAR LAKE MOBILE SUB
 PROPOSED CONDITIONS**

PROJ. NO.	13-0056-0041P
DATE	08-25-2024
SHEET	3 OF 4
DRAWING NO.	



PRE-TREATMENT STRIP CROSS SECTION TYP.
NOT TO SCALE



DITCH CROSS SECTION TYP.
NOT TO SCALE

- NOTES:
1. ALL PERFORATED PIPES SHALL BE WRAPPED IN NON-WOVEN GEOTEXTILE FABRIC.
 2. TRANSITION DITCH BOTTOM WIDTH FROM FLARED END SECTION TO EXISTING DITCH BOTTOM WIDTH.
 3. GRADE DITCH AS NECESSARY TO PROVIDE POSITIVE DRAINAGE.
 4. MAINTAIN 2' LIFT BETWEEN SIDEWALK AND PROPOSED DITCH TIE-INS.

LEGEND

	EXISTING CONTOUR
	PROPOSED CONTOUR
	PARCEL BOUNDARY
	PROPOSED STONE PAD
	PROPOSED STONE DRIVE
	PROPOSED CONCRETE DRIVE
	PROPOSED RAIN GARDEN

CB
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NIPSCO

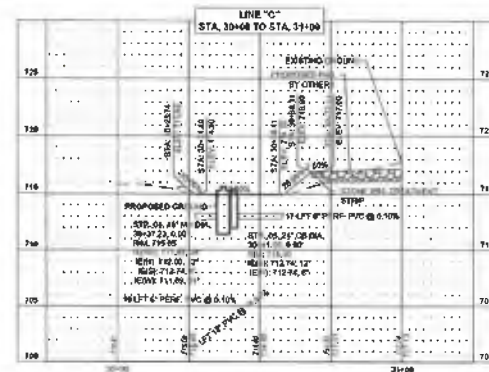
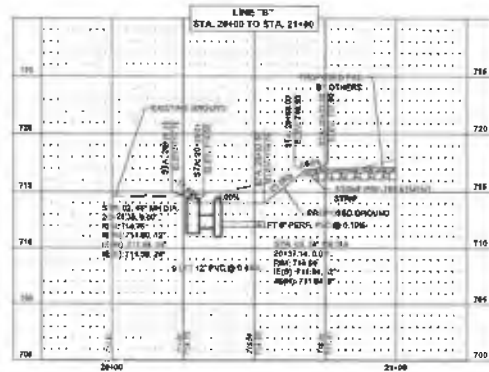
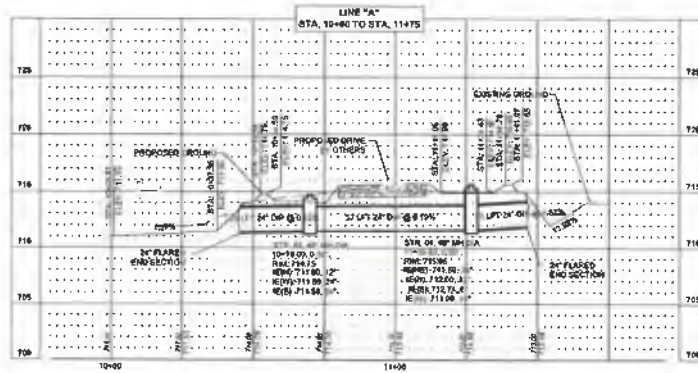
801 E. BATH AVENUE
MERRILLVILLE, IN 46410

NO.	DATE	DESCRIPTION
1	11/28/24	ISSUED FOR REVIEW
2	12/10/24	ISSUED FOR REVIEW
3	12/10/24	ISSUED FOR REVIEW
4	12/10/24	ISSUED FOR REVIEW
5	12/10/24	ISSUED FOR REVIEW
6	12/10/24	ISSUED FOR REVIEW
7	12/10/24	ISSUED FOR REVIEW
8	12/10/24	ISSUED FOR REVIEW
9	12/10/24	ISSUED FOR REVIEW
10	12/10/24	ISSUED FOR REVIEW



PROJECT: CEDAR LAKE MOBILE SUB
PROPOSED GRADING PLAN

DATE: 01/25/2024
SHEET: 4 OF 7
DRAWING NO.: 4



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CLIENT:

NIPSCO
 801 E. 84TH AVENUE
 MERRILLVILLE, IN 46410

NO.	DATE	NATURE OF REVISION
1	5/12/2016	ISSUE FOR REVIEW

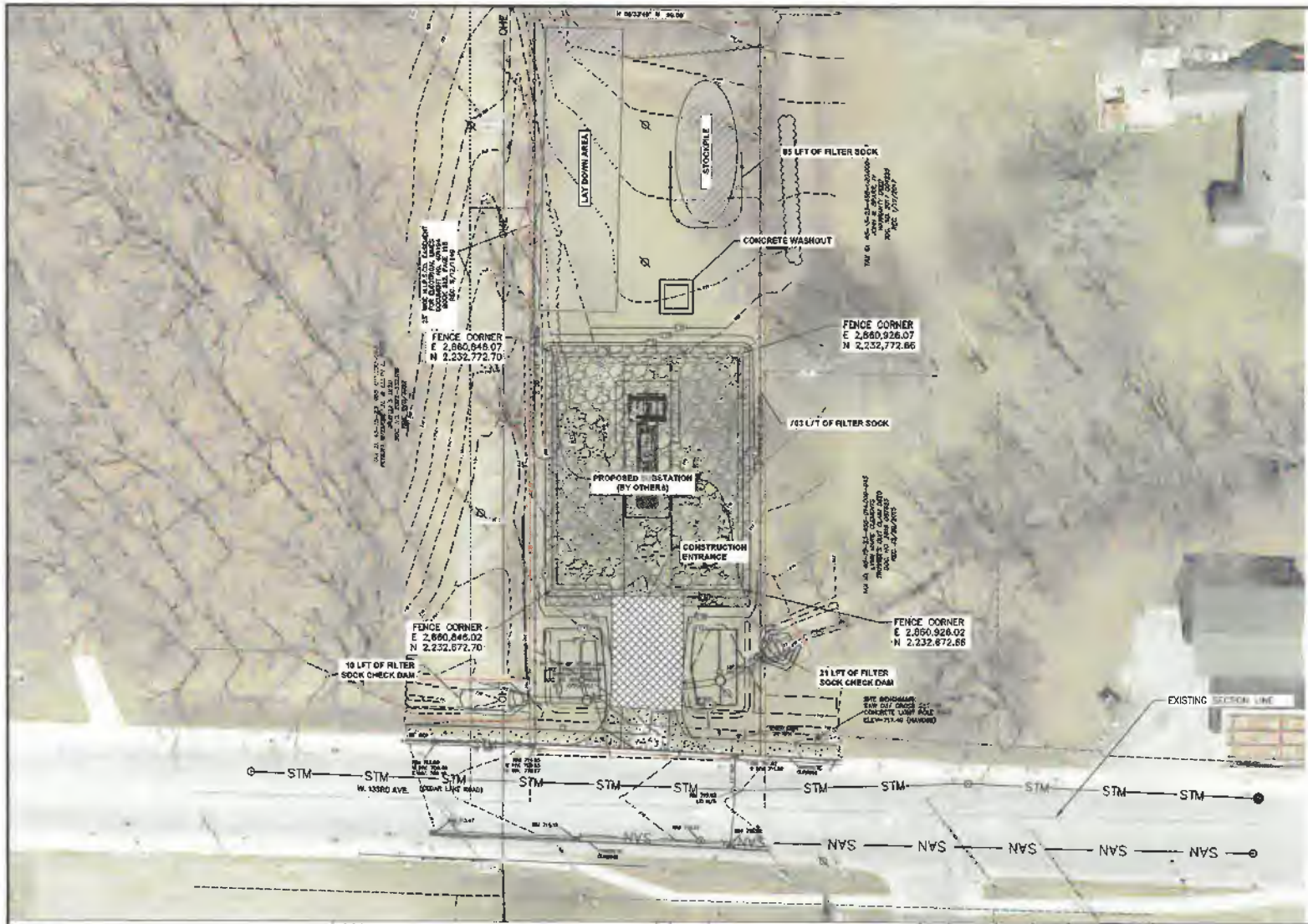
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 CHECK: J.W.
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 PROJECT: 17/202024
 CAD USER: m163-jd
 MODIFY: GFA_02



TITLE:

**CEDAR LAKE MOBILE SUB
 CROSS SECTIONS**

PROJECT NO. 15-0056-001P
 DATE: 09-26-2024
 SHEET 5 OF 7
 DRAWING NO.



- LEGEND**
- - - - - EXISTING CONTOUR
 - - - - - PROPOSED CONTOUR
 - - - - - PARCEL BOUNDARY
 - - - - - FILTER SOCK
 - - - - - FILTER SOCK CHECK DAM
 - - - - - LIMITS OF DISTURBANCE
 - [Symbol] PROPOSED STONE PAD
 - [Symbol] PROPOSED STONE DRIVE
 - [Symbol] PROPOSED CONCRETE DRIVE



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 301 E. 86TH AVENUE
 MERRILLVILLE, IN 46410

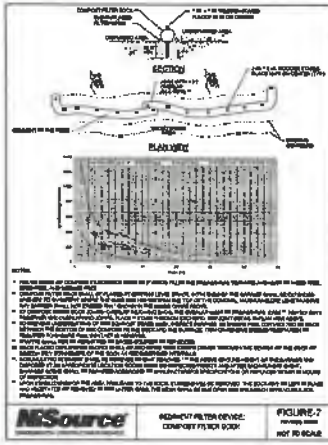
NO.	DATE	NATURE OF REVISION

DESIGN	DCO	JW
DRAWN	AAE	JW
CHECK	DOO	JW
SCALE	1" = 20'	
PLOT DATE	1/25/2024	
CAD USER	mehrota	
PROJECT	15.21	

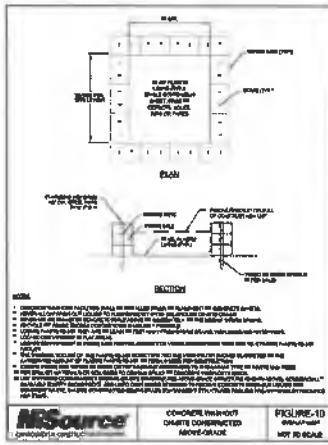


WJE
**CEDAR LAKE MOBILE SUB
 EROSION CONTROL PLAN**

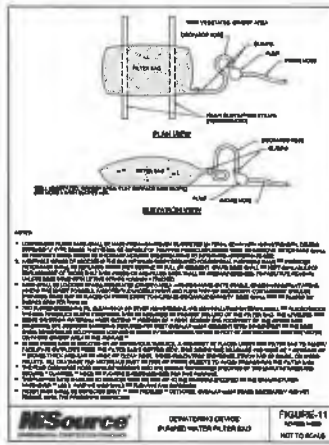
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 DATE: 09-25-2024
 SHEET 2 OF 2
 DRAWING NO.
6



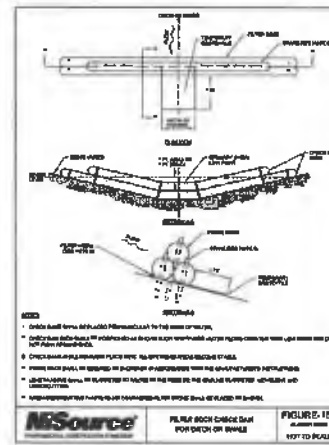
1 COMPOST FILTER SOCK



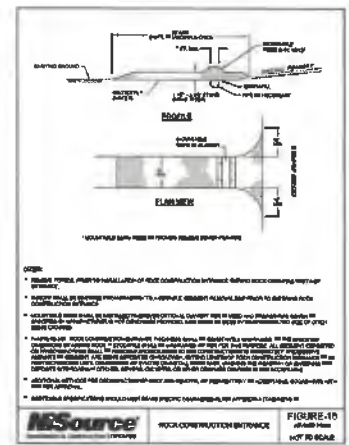
2 CONCRETE WASHOUT



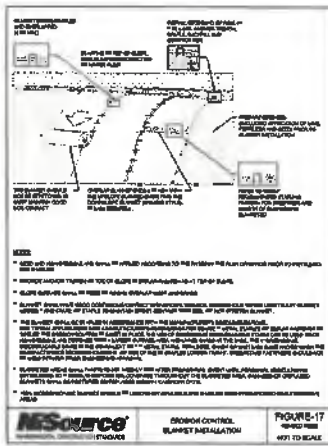
3 DEWATERING DEVICE



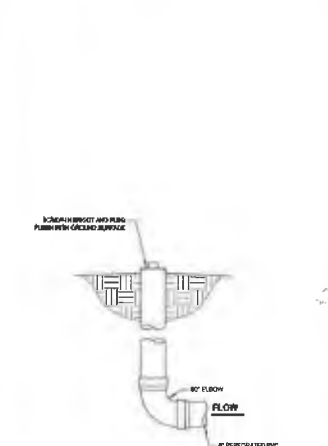
4 FILTER SOCK CHECK DAM



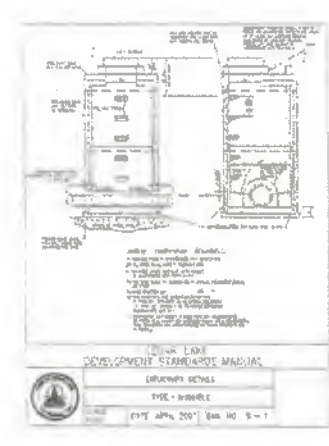
5 CONSTRUCTION ENTRANCE



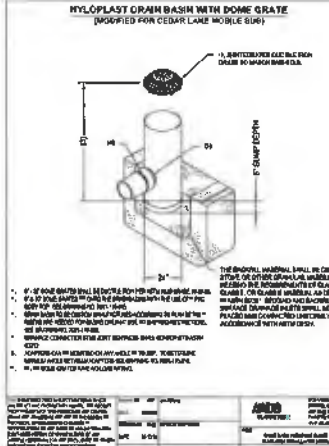
6 EROSION CONTROL BLANKET



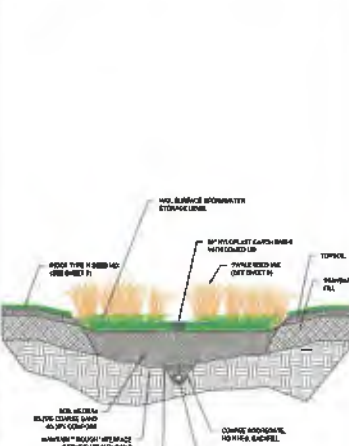
7 PIPE SEGMENT



8 RAINHOLE



9 MYLOPLAST CATCH BASIN



10 DRAIN DETAILS

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NIPSCO
803 E. 86TH AVENUE
MERRILLVILLE, IN 46401

NO.	DATE	DESCRIPTION
1	07/20/21	ISSUE FOR NIPSCO REVIEW
2	08/03/22	ISSUE FOR NIPSCO REVIEW
3	08/03/22	ISSUE FOR NIPSCO REVIEW
4	08/03/22	ISSUE FOR NIPSCO REVIEW
5	08/03/22	ISSUE FOR NIPSCO REVIEW
6	08/03/22	ISSUE FOR NIPSCO REVIEW
7	08/03/22	ISSUE FOR NIPSCO REVIEW
8	08/03/22	ISSUE FOR NIPSCO REVIEW
9	08/03/22	ISSUE FOR NIPSCO REVIEW
10	08/03/22	ISSUE FOR NIPSCO REVIEW

DESIGN	DATE	BY
DESIGN	08/03/22	JW
CHECK	08/03/22	JW
DATE	08/03/22	JW
PROJECT	08/03/22	JW
SCALE	AS SHOWN	JW
DATE	08/03/22	JW
PROJECT	08/03/22	JW
SCALE	AS SHOWN	JW
DATE	08/03/22	JW
PROJECT	08/03/22	JW
SCALE	AS SHOWN	JW

CDR LAK MOBILE SUB
DETAILS
PROJECT NO: 1300160119
DATE: 08/03/22
DRAWING NO: 7 OF 9
7





Scale 1" = 80'



LEGEND

-  EXISTING CONTOUR
-  PROPOSED CONTOUR
-  PARCEL BOUNDARY
-  PROPOSED STONE PAD
-  PROPOSED CONCRETE DRIVE
-  SEEDING, INDOT TYPE R SEED MIX
-  MULCHED SEEDING, SLOPE STABILIZATION MIX, WITH EROSION CONTROL BLANKET (SEE SHEET 6 FOR SEED MIX)
-  MULCHED SEEDING, SWALE SEED MIX, WITH EROSION CONTROL BLANKET (SEE SHEET 9 FOR SEED MIX)

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 South Bend, Indiana 46601
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CLIENT:
NIPSCO
 801 E. 86TH AVENUE
 MERRILLVILLE, IN 46410

DESIGNER	DOB	JW
DRAWN	MAE	
CHECKED	BCC	JW
SCALE	1" = 20'	
PLANNING DATE	9/25/2024	
CAD USER	chmar930	
MODEL	6C_02	



TITLE:
CEDAR LAKE MOBILE SUB RESTORATION PLAN

PROJECT NO: 1340214-001.PP
 DATE: 09-25-2024
 SHEET 8 OF 7
 DRAWING NO.
8

RESTORATION PLAN NOTES

PURPOSE

THE PURPOSE OF THIS GENERAL RESTORATION PLAN IS TO PROVIDE A GENERAL GUIDELINE FOR THE TEMPORARY AND PERMANENT RESTORATION OF GROUND DISTURBED ACTIVITIES IN ACCORDANCE WITH NPSCO ENVIRONMENTAL CONSTRUCTION STANDARDS APPLICABLE TO ALL PROJECTS AND OBJECTS WHICH MAY DEGRADE ENVIRONMENTAL PERMITS UNLESS SPECIFIED IN SITE SPECIFIC EROSION CONTROL, EROSION RESTORATION PLANS. ALL SETBACKS SHOULD BE PERFORMED IN ACCORDANCE WITH THE GUIDELINES BELOW AND THE SEEDING SCHEDULE. DEVIATIONS FROM THIS PLAN OR THE SEEDING SCHEDULES PRESENTED IN THESE RESTORATION PLAN NOTES MUST BE APPROVED BY NPSCO PRIOR TO IMPLEMENTATION.

TEMPORARY SEEDING

ALL DISTURBED AREAS NOT SCHEDULED TO BE UNDER ACTIVE CONSTRUCTION FOR 1 DAYS OR MORE, OR AREAS AT PERMANENT GRADE BUT NOT YET PREPARED FOR PERMANENT SEEDING, SHALL BE STABILIZED WITH THE TEMPORARY SEED MIX. THESE AREAS SHALL BE ANCHORED WITH DRAIN AT 3 TONS PER ACRE OR EROSION CONTROL BLANKETS, DEPENDING ON ANTICIPATED FLOW AND SEVERITY OF SLOPE.

SEED AND PREPARATION

ALL TEMPORARY SEED SHALL BE REMOVED AND ALL DISTURBED AREAS SHALL BE PERMANENTLY DESTROYED WITH NATIVE SOIL. SEED AND MULCH AS SPECIFIED BELOW UPON COMPLETION OF THE PROJECT. TO AVOID SOIL COMPACTION, ROUGH GRADE DISTURBED AREAS ONLY WHEN THE SOIL TO BE SPREAD IS DRY DROUSA TO AVOID CLUMPING AND COMPACTION IN AREAS THAT ARE NOT SATURATED OR IRRIGATED, TILL OR USE A CULTIPACKER TO BREAK UP LARGE SOIL CLODS AND FILL IN THE RUTS WITH A DISTRIBUTING TOP SOIL. AT THE FINAL GRADE, NPSCO SHALL APPROVE OF ALL FINAL GRADES BEFORE PERMANENT SEEDING.

PERMANENT SEEDING

SPECIFIC SEED MIXES TO BE USED FOR RESTORATION ARE SPECIFIED IN THESE RESTORATION PLAN NOTES. PERMANENT SEED SHALL BE SOURCED FROM THE SANIT ENVIRONMENTAL PROTECTION AGENCY LEVEL II EROSION CONTROL AT THE PROJECT SITE. DIRT SHALL BE DUMPED, STORED AND AMULDED IN A MANNER THAT WILL INURE PROTECTION FROM INDUSTRIAL, HEAT, OR OTHER CONDITIONS THAT WOULD DEGRADE SEED VIABILITY OR CAUSE GERMINATION BEFORE INSTALLATION. SEED SHALL BE INSTALLED TO A DEPTH OF 2-3 INCHES IN DEPTH. BROADCAST SEEDING IS THE PREFERRED METHOD OF SEEDING ON DISTURBED AND ATWLY GRADED DIRT. FOLLOWING BROADCAST INSTALLATION, ADEQUATE SEED-TO-SOIL CONTACT SHALL BE ESTABLISHED BY TAMPING THE SEEDS WITH A ROLLER OR CULTIPACKER IMMEDIATELY FOLLOWING DIRTING UNLESS LOCATED IN SATURATED OR WET SOIL. CONDITIONS WHERE RUTTING OR COMPACTION ARE LIKELY TO OCCUR, SEED SHALL BE BROADCAST DIRECTLY UPON SATURATED OR WET SOIL SURFACES BY HAND. HAND APPLICATION OF SEED SHALL BE BY IDENTIFIED PERSONNEL. SEED SHALL BE INSTALLED IN VEGETATED AREAS USING A TRACTOR PULLED DRILL SPREADER. APPLICATIONS DIRECTLY ON TO SHOW AREA ACCCEPTABLE ONLY WHEN SEED WILL NOT BE EXPOSED TO WIND DROD TO BEING COVERED WITH A NEW SNOWFALL. SEED SHALL NEVER BE APPLIED TO OPEN WATER OR ICE, UNLESS DIRT IS TO EXISTING VEGETATION OR DESCRIBED IN THE SPECIAL CONSIDERATIONS BELOW. PERMANENT SEED SHALL BE STABILIZED WITH DRAIN MULCH OR EROSION CONTROL BLANKETS IMMEDIATELY FOLLOWING INSTALLATION.

MULCH

MULCH SHALL CONSIST OF WEED FREE DRAIN OR EROSION CONTROL BLANKETS. ALL RESTORED AREAS HAVING CONCENTRATED FLOW, SLOPED GREATER THAN 3:1, OR IN AREAS WHERE STRAW WOULD BE DISRUPTED BY TRAFFIC (I.E., HIGHWAY ROW) SHALL BE STABILIZED WITH EROSION CONTROL BLANKETS. WEED FREE STRAW SHALL BE APPLIED AT A RATE OF 3 TONS/ACRE AND CRIMPED IN PLACE TO ANCHOR AGAINST WIND TRANSPORT.

METHODS AND TIMING

EXACT TIMING AND METHODS OF SEED INSTALLATION WILL VARY BY PROJECT CONDITIONS, SHORT-TERM WEATHER PATTERNS, AND LONG-TERM WEATHER FORECAST. THE ENVIRONMENTAL INSPECTOR SHOULD BE CONTACTED WITH ANY QUESTIONS OR DEMANDS FOR SEEDING RECOMMENDATIONS IN ORDER TO ENSURE A SUCCESSFUL RESTORATION. GENERAL GUIDELINES FOR THE TIMING AND METHODOLOGY OF SEED INSTALLATION ARE PRESENTED IN THE DATING SCHEDULE AND AS FOLLOWS:

NOVEMBER 1 - MARCH 31. SEED MUST BE PROTECTED FROM DISPLACEMENT DUE TO INCREASED POTENTIAL FOR WIND AND WATER EROSION AND TOOK DIRECT LOSS BY BIRDS. SEEDING ON BARE, GRADED SURFACES MUST BE PROTECTED WITH APPROPRIATE EROSION CONTROL, (BLANKET OR DRAIN), DUE TO THE POTENTIAL FOR SEED LOSS DURING THIS TIMEFRAME. THE SEEDING APPLICATION RATE SHALL BE INCREASED BY 50 PERCENT OF STANDARD APPLICATION RATES.

APRIL 1 - MAY 31. SEEDING DURING THIS PERIOD IS APPROPRIATE BUT GERMINATION OF SOME NATIVE PLANT SPECIES MAY NOT OCCUR UNTIL THE FOLLOWING SEASON DUE TO LACK OF COLD STRATIFICATION REQUIRED TO BREAK SEED DORMANCY. SEEDING ON BARE, GRADED SURFACES MUST BE PROTECTED WITH APPROPRIATE EROSION CONTROL BLANKETS ON SLOPED STEEPER THAN 3:1 AND WITH BLOWN AND CRIMPED STRAW AT 3 TONS PER ACRE ON LESSER SLOPES.

JUNE 1 - AUGUST 31. TEMPORARY DIRT AND THE APPROPRIATE MULCH SHALL BE INSTALLED FOR IMMEDIATE EROSION PROTECTION. SPECIFIC PLANTED SPECIES THAT THE DIRT AND MULCH CAN GERMINATE BUT MAY NOT RECEIVE ENOUGH NATURAL PRECIPITATION TO FULLY MATURE. INSTALLATION OF PERMANENT SEED SHALL BE SUSPENDED UNLESS IRRIGATION CAN BE PROVIDED. SEEDING ON BARE, GRADED SURFACES MUST BE PROTECTED WITH APPROPRIATE EROSION CONTROL BLANKETS ON SLOPED STEEPER THAN 3:1 AND WITH BLOWN AND CRIMPED STRAW AT 3 TONS PER ACRE ON LESSER SLOPES.

SEPTEMBER 1 - OCTOBER 31. SEEDING DURING THIS PERIOD IS APPROPRIATE BUT CARE SHOULD BE TAKEN TO ENSURE THE SPECIES CAN SURVIVE THE WINTER AND FROST. WINTER MAY KILL YOUNG SEEDLINGS, IF AMPLA TIME IS NOT EXPECTED TO ALLOW SEEDS TO MATURE AND ESTABLISH ROOT SYSTEMS. TEMPORARY DIRT AND THE APPROPRIATE MULCH SHALL BE INSTALLED AND PERMANENT SEED SHALL BE POSTPONED UNTIL AFTER MULTIPLE HARD FROSTS (DOORHART SATDING). SEEDING ON BARE, GRADED SURFACES MUST BE PROTECTED WITH APPROPRIATE EROSION CONTROL BLANKETS ON SLOPED STEEPER THAN 3:1 AND WITH BLOWN AND CRIMPED STRAW AT 3 TONS PER ACRE ON LESSER SLOPES.

SPECIAL CONSIDERATIONS

EROSION AND STABILIZATION CONTROLS, INCLUDING BUT NOT LIMITED TO COMPOST FILTER SOCK, SHALL ONLY BE REMOVED ONCE PERMANENT VEGETATION IS ESTABLISHED OVER A MINIMUM OF 70% OF THE GROUND SURFACE OR AS DIRECTED BY NPSCO.

DATA GARDEN AND DITCH BOTTOMS

THE DATA GARDEN AND DITCH BOTTOMS AND LOWER THIRD OF THE DATA SLOPES SHALL HAVE THE SWALE SEED MIX INSTALLED WITH EROSION CONTROL BLANKET.

RAID GARDEN AND DITCH SIDE SLOPES

THE UPPER TWO THIRDS OF THE DATA GARDEN AND DITCH SIDE SLOPES SHALL HAVE THE SLOPE STABILIZING MIX INSTALLED WITH EROSION CONTROL BLANKET.

AREA OUTSIDE OF SUBSTITUTION FENCE

DISTURBED AREAS OUTSIDE OF THE SUBSTITUTION FENCE LINE SHALL BE VEGETATED WITH INDOT TYPE R SEED.

Month:	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
TEMPORARY SEEDING												
PERMANENT SEEDING												

NOTES:

- INSTALL STRAW MULCH WITH ALL TEMPORARY AND PERMANENT SEEDING TO PREVENT EROSION.
- USE MULCH ONLY WHEN REQUIRED DUE TO ANTICIPATED FLOW OR STEEP SLOPES.
- TEMPORARY SEED SHALL BE INSTALLED ON ALL DISTURBED AREAS NOT SCHEDULED TO BE UNDER ACTIVE CONSTRUCTION FOR 35 DAYS OR MORE.
- INSTALL SEEDING APPLICATIONS BY 50 PERCENT ABOVE STANDARD RATES.

ac per acre	Seed Mix Name	Common Name
0.20	Annae mix	Start Cult
0.40	Elymus canadensis	Canada Wild Ry
1.000	Lolium canadense	Annual Ryegrass

Seed Mix Name	Quantity (lb)	Price (\$)
Annae mix	1000	100.00
Elymus canadensis	2000	200.00
Lolium canadense	10000	1000.00
Total	13000	1300.00

Seed Mix Name	Quantity (lb)	Price (\$)
Annae mix	1000	100.00
Elymus canadensis	2000	200.00
Lolium canadense	10000	1000.00
Total	13000	1300.00

Seed Mix Name	Quantity (lb)	Price (\$)
Annae mix	1000	100.00
Elymus canadensis	2000	200.00
Lolium canadense	10000	1000.00
Total	13000	1300.00



CHRISTOPHER B. BURKE ENGINEERS, LLC
220 West Cofax Avenue, Suite 700
South Bend, Indiana 46601
(574) 282-8000



NPSCO
801 E. 86TH AVENUE
MERRILLVILLE, IN 46410

CLIENT:

NO. DATE: 15122-1-10264-0817

FILE NAME: NPSCO Cedar Lake Mobile Sub Erosion Control Blanket, Seeding Timing

DSGA	DCO	HW
CPNL	MAE	
CHFD	DCO	JW
SCALE	1" = 20'	
PLD DATE	7/25/2024	
CAD USER	mcs1030	
AND DEL	EC_04	

WLD

CEGAR LAKE MOBILE SUB RESTORATION NOTES

PROJ. NO: 15-006-00119

DATE: 07-25-2024

SHEET: 3 OF 3

DRAWING NO. 9



January 2, 2025

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

Attention: Plan Commission

Subject: NIPSCO Mobile Substation
Site Plan Review #1
(CBBEL Project No. 060016.00255)

Dear Plan Commission Members:

As requested, Christopher B. Burke Engineering, LLC (CBBEL) staff has reviewed the submitted information for the construction of a NIPSCO Mobile Substation located at 6816 W. 133rd Avenue in the Town of Cedar Lake, Indiana (Town). The project consists of the construction of an aggregate stone pad and stormwater infrastructure to temporarily operate a mobile substation, as necessary. The parcel area is approximately 0.7 acres. The submittal was provided by the Northern Indiana Public Service Company (NIPSCO) and was reviewed for compliance with the Town of Cedar Lake's (Town) Subdivision Ordinance (No. 498), Zoning Ordinance (No. 496), Lighting Ordinance (No. 1264), Stormwater Ordinance (No. 1218), and associated standard engineering methods.

CBBEL received the following items to review:

- Town Site Plan Application
- Stormwater Memorandum, prepared by CBBEL, dated September 25, 2024.
- "Cedar Lake Mobile Substation" Plan Set (9 Sheets), prepared by CBBEL, dated September 25, 2024.

CBBEL has reviewed the submitted documents and offers the following comments for the Applicant to address:

General

1. This property is a metes and bounds parcel; therefore, it has been standard practice in the Town to require a 1-lot subdivision as part of the site plan approval process.
2. A waiver may be required to allow the permanent aggregate building pad. The Applicant should discuss this item with Town staff.
3. A Stormwater Operations and Maintenance Manual is required for the proposed rain gardens.

Plan Set

1. The plan set should be signed and sealed by a Registered Indiana Professional Engineer.
2. The underlying aerial photograph does not appear to be properly oriented with the project survey or proposed improvements.
3. Sheet 2 – The existing 10-inch pipe should be removed in its entirety or filled with flowable fill to its connection point into the roadway inlet.
4. Sheet 2 – Concrete sidewalk/apron removal limits should be hatched. It appears the existing apron limits will be expanded. Therefore, all sidewalk should be poured at the commercial apron pavement thickness (8" PCC/6" Agg #53). A commercial apron construction shall be provided in the plan set. Limits of proposed curb cuts and/or remove/replace should also be noted on this sheet.
5. Sheet 2 – The mailbox and utility pole near the parcel's frontage should be noted for relocation.
6. Sheet 3 – Proposed grading and storm sewer appears to extend off the Applicant's property along the west and east boundaries. Permission shall be provided for each adjacent property owner to allow for these proposed encroachments. Additionally, the proposed 24-inch RCP storm sewer shall be enclosed within a permanent drainage and utility easement.
7. Sheet 4 – The existing 24" RCP invert elevation downstream of STR.1 should be noted on these sheets to verify gravity flow.
8. Sheet 4 – The Applicant should verify the Town warranty deed information shown in the southwest corner of the parcel.
9. Sheet 4 – All flared end sections should be noted with grates.
10. Sheets 4 & 8 – Rip-rap aprons should be noted at both flared end sections.
11. Sheet 4 – Maximum allowable ditch side slopes shall be 3:1. The typical section notes a 2:1 side slope.
12. Sheet 6 – Silt fence shall be placed around the entire stockpile area.
13. Sheet 7 – The Town standard detail is not legible.

Stormwater Report

1. The stormwater memorandum should be signed and sealed by a Registered Indiana Professional Engineer.
2. The memo references the Lake County Stormwater Ordinance and Technical Standards Manual. However, the Town of Cedar Lake ordinances and guidance documentation should be noted.
3. It does not appear that any stormwater detention calculations were provided in the report. It is unclear if the Applicant is requesting a reduction or full waiver of stormwater detention requirements.
4. A tributary area exhibit should be provided to verify the existing and proposed flowrate calculations in the memorandum.
5. The upstream peak flowrate shall be determined to the proposed 24-inch RCP. An approximate level of protection shall be noted for the existing and proposed culverts.

The Applicant should be aware that with the additional information requested being submitted, additional comments could arise. **To expedite future reviews, the Applicant should include a comment-response letter with future submittals.**

All improvements shall be constructed in accordance with the Town's Development Standards and all applicable Town, County, State and Federal regulations. The Applicant is required to obtain all Town, County, State and Federal permits required for the construction of this project.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'D. C. Oliphant', written over a light blue rectangular background.

Donald C. Oliphant, PE, CFM, CPESC
Town Engineer

cc: Town Manager (via email)
Town Planning Director (via email)
Director of Operations (via email)
Building Commissioner (via email)
Town Attorney (via email)
Rachel Shmagranoff, CSP – NIPSCO (via email)

DCO\
P:\Cedar Lake\060016 Town Engineer\255 - NIPSCO Mobile\L060016.00255_NIPSCO Mobile Sub_010225.docx



April 15, 2024

Don Oliphant

Christopher B. Burke Engineering, Ltd.
One Professional Center, Suite 314
Crown Point, IN 46307
(219) 663-3450
doliphant@cbbel.com

RE: Survey Proposal – One Lot Subdivision – 13941 Morse Street, Cedar Lake, IN 46303, Sec. 26-34-9, Tax Id. No. 45-15-26-452-004.000-043

Dear Mr. Oliphant:

As per your request for a proposal received via e-mail on April 8, 2024, DVG Team, Inc., (DVG) proposes professional Land Surveying Services for the parcel referenced above as follows:

Scope of Services:

- 1.) **Boundary & Topographic Survey** – A boundary survey will be performed on the parcel. The survey will be performed to rules and regulations as set forth in 865 IAC 1-12 where the boundary corners will be verified if found and set if not. All above ground improvements and occupation will be located, and a plat will be furnished along with a written Surveyor's Report. Limited Topography will be measured for the site and used in conjunction with publicly available LiDAR. A permanent benchmark will be set.
- 2.) **Subdivision Platting** - DVG Team will prepare a preliminary and a final 1-Lot subdivision plat based on the completed Boundary Survey that will include all the necessary certifications and dedications required by the Town of Cedar Lake. Once approved, the final plat will be prepared in triplicate on mylar film suitable for recording at the Lake County Recorder's Office. Recordation of the final subdivision plat is not included in the lump sum fee.
- 3.) **Meeting Representation** – There are typically two meetings with the Town for Preliminary Subdivision approval and two for Final. A representative from DVG can attend any or all of the meetings at the client's request.
- 4.) **Coordination of Legal Notices for Public Hearings** - The public hearings for the primary approval of the subdivision will require a legal notice to be published in two local newspapers and also to be mailed to the adjacent land



owners via certified mail. The newspaper proofs of publication and the mailing receipts must be presented to the Town prior to the meeting. DVG can coordinate and submit all the necessary applications and advertising, or the client may opt to do this themselves.

Compensation (Lump Sum Fees):

<u>Scope Item</u>	<u>Fee</u>	<u>(Optional)</u>
1.) Boundary Survey/Topo.	\$ 3,500	
2.) Subdivision Platting	\$ 3,000	
3.) Meeting Representation (optional, 4 Meetings) (\$200/meeting)		\$ 800
4.) Coordination of Legal Notices (optional) (Lump Sum + Reimbursables)		\$ 550
Total Lump Sum:	\$ 6,500	\$ 1,350

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

Respectfully,

DVG Team Inc.

Glen E. Boren, PS

Director of Surveying
gboren@dvqteam.com

Accepted by:

Name:

Date:

Agreement Terms and Conditions

ARTICLE 1: SCOPE OF SERVICES

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

ARTICLE 2: ADDITIONAL SERVICES and CHANGES

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

ARTICLE 3: TIME OF COMMENCEMENT AND COMPLETION

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

ARTICLE 4: ISSUE FOR CONSTRUCTION PLAN SETS

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

ARTICLE 5: COMPENSATION

The services outlined in this Agreement must be compensated according to the conditions specified therein. All payments are required to be settled within 30 days from the date of the invoice issued by DVG. Payments made after this period are considered past due, and a late fee of 1.5% per annum, compounded monthly, will be applied to the outstanding balance.

ARTICLE 6: INSURANCE

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

ARTICLE 7: INDEMNIFICATION

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

ARTICLE 8: LIMITS OF LIABILITY

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

ARTICLE 9: NON-DISCRIMINATION

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

ARTICLE 10: STANDARD

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

ARTICLE 11: CONFIDENTIALITY

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

ARTICLE 12: TERMINATION/BREACH

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

ARTICLE 13: SUCCESSORS AND ASSIGNEES

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

ARTICLE 14: MERGER

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

ARTICLE 15. WAIVER

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

ARTICLE 16. SEVERANCE

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

ARTICLE 17. CROSS COLLATERALIZATION:

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

ARTICLE 18. CHOICE OF LAW/LIEN NOTICE

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

ARTICLE 19. ATTORNEY'S FEES.

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

ARTICLE 20. EFFECTIVE DATE:

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

ARTICLE 21. CONTRA PROFERENTEM

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

ARTICLE 22. CLIENT/OWNER AFFIRMATION

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

ARTICLE 23. HEADINGS NOT BINDING.

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

PARCEL DESCRIPTION (PER DOC. NO. 2023-029067):

THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, EXCEPT THEREFROM ONE (1) ACRE CUT OUT OF THE NORTHWEST CORNER OF SAID TRACT DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER THEREOF; RUNNING THENCE SOUTH EIGHTY (80) FEET; THENCE EAST FIVE HUNDRED FORTY-FOUR AND ONE-HALF (544.5) FEET; THENCE NORTH EIGHTY (80) FEET; THENCE WEST FIVE HUNDRED FORTY-FOUR AND ONE-HALF (544.5) FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, INDIANA.

PRIMARY PLAT STEUER ADDITION AN ADDITION TO THE TOWN OF CEDAR LAKE LAKE COUNTY, INDIANA

PARCEL INFORMATION:

TAX ID. NO. 45-15-26-452-004.000-043
HANSEL A. STEUER &
JOYCE A. OLPHANT
AFFIDAVIT OF HEIRSHIP FOR TRANSFER
OF REAL PROPERTY
DOC. NO. 2023-029067
REC. OCTOBER 20, 2023

ENGINEER AND SURVEYOR:

DVG TEAM, INC.
1155 TROUTWINE ROAD
CROWN POINT, INDIANA 46307

OWNER AND SUBDIVIDER:

HANSEL A. STEUER &
JOYCE A. OLPHANT
9249 S CHASE DR
CROWN POINT, IN, 46307

PARCEL AREA:

GROSS:
396,939 SQ. FT.±
9.11 ACRES±

NET (LESS RIGHT OF WAY
HEREBY DEDICATED):
389,351 SQ. FT.±
8.94 ACRES±

DEED OF DEDICATION:

WE, THE UNDERSIGNED, HANSEL A. STEUER AND JOYCE A. OLPHANT, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED AND SUBDIVIDED, AND DO HEREBY LAY OFF, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THE PLAT HEREIN. THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS STEUER ADDITION, AN ADDITION TO THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA. ALL STREETS, ALLEYS AND EASEMENTS SHOWN AND NOT HERETOFORE DEDICATED, ARE HEREBY DEDICATED TO THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.

BUILDING SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT, BETWEEN WHICH LINES AND THE PROPERTY LINES, THERE SHALL BE ERRECTED OR MAINTAINED NO BUILDING OR STRUCTURE.

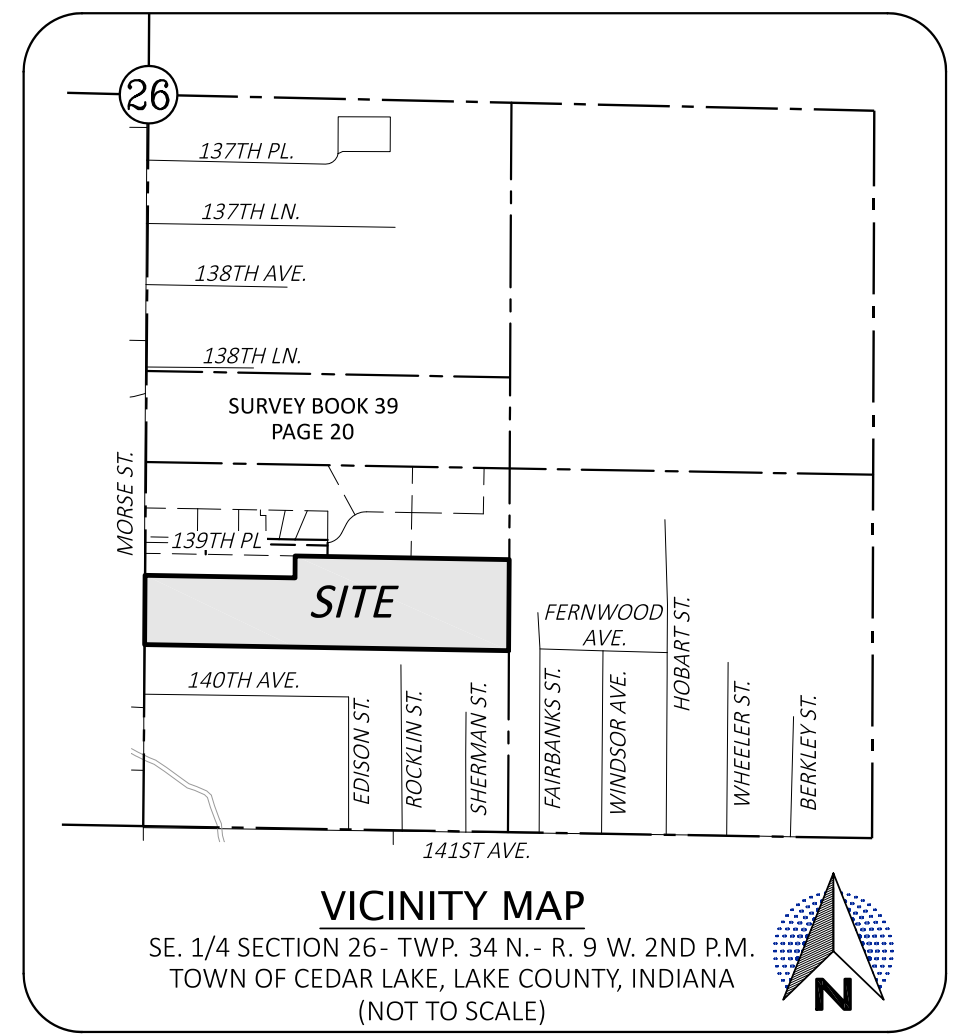
HANSEL A. STEUER JOYCE A. OLPHANT

ACKNOWLEDGMENT

COUNTY OF _____] SS:
STATE OF _____]

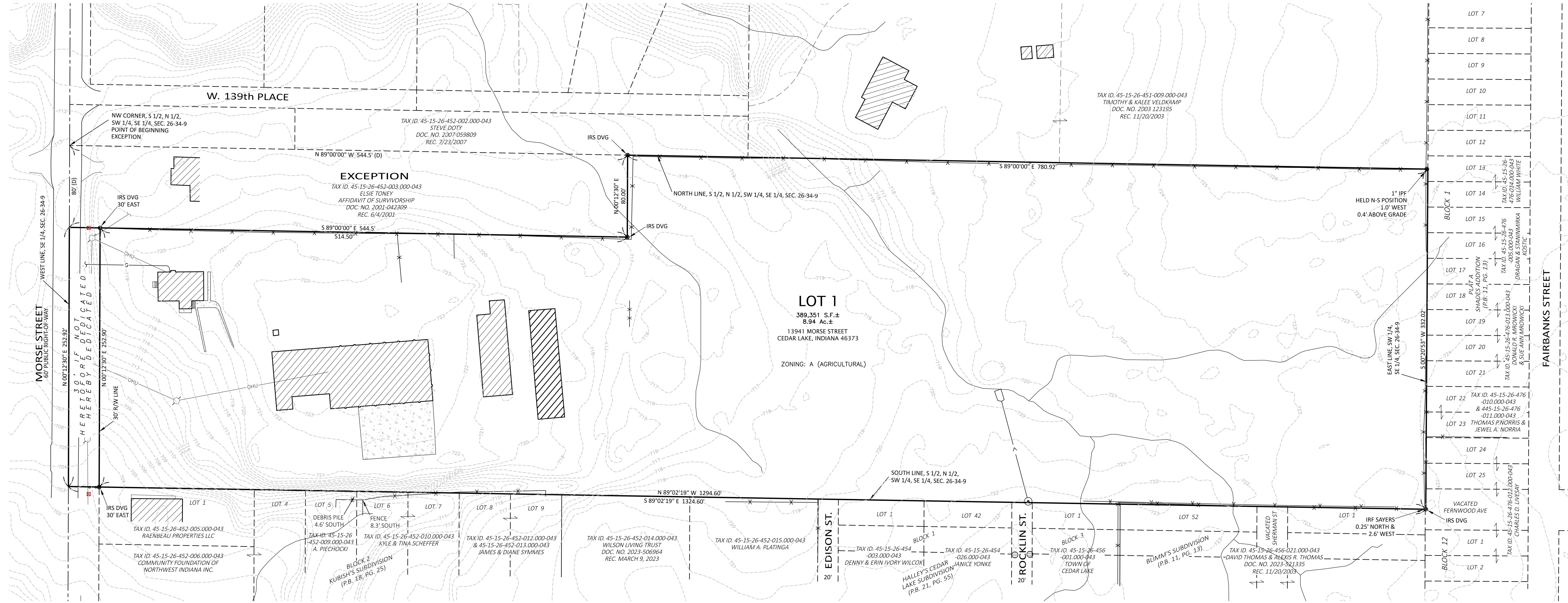
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED HANSEL A. STEUER AND JOYCE A. OLPHANT, AND DO ACKNOWLEDGE THE EXECUTION OF THE FOREGOING INSTRUMENT AS THEIR VOLUNTARY ACTS AND DEEDS, FOR THE PURPOSES HEREIN EXPRESSED. WITNESS MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 2024.

(SIGNATURE)
PRINTED NAME: _____
NOTARY PUBLIC
RESIDENT OF _____ COUNTY
COMMISSION EXPIRES: _____



1155 Troutwine Road
Crown Point, IN 46307
P: (219) 662-7710
F: (219) 662-2740
www.dvgteam.com

DATE:	REVISIONS AND NOTES:



PLAN COMMISSION CERTIFICATE:

COUNTY OF LAKE] SS:
STATE OF INDIANA]
UNDER THE AUTHORITY PROVIDED BY INDIANA CODE 36-7-4-700 (SEC. 700-799), AS AMENDED FROM TIME TO TIME, AND AN ORDINANCE ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE TOWN OF CEDAR LAKE AS FOLLOWS:
APPROVED BY THE CEDAR LAKE PLAN COMMISSION AT A MEETING HELD THIS _____ DAY OF _____, 2024.

PRESIDENT _____ (PRINTED NAME)
SECRETARY _____ (PRINTED NAME)

ENGINEER'S CERTIFICATION:

"I, DOUGLAS M. RETTIG, P.E. STATE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS THE RIGHT TO USE, AND THAT SUCH ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION."

DOUGLAS M. RETTIG, P.E.
INDIANA PROFESSIONAL ENGINEER LICENSE NO. 910042
DATE: MONTH DATE, YEAR

REFERENCE SURVEY:

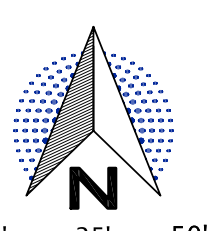
REFERENCE BOUNDARY INFORMATION TO A PLAT OF SURVEY BY DVG TEAM, INC., JOB NO. 24-0367, DATED OCTOBER 17, 2024, RECORDED AS DOCUMENT NUMBER 2024-_____, IN SURVEY BOOK _____, PAGE _____, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. IT IS THE SURVEYOR'S OPINION THAT THERE ARE NO SUBSTANTIAL DIFFERENCES WITH THE BOUNDARY OF SAID PLAT AND THIS PLAT.

SURVEYOR'S CERTIFICATION:

"I, GLEN E. BOREN, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED BY ME ON MONTH DATE, YEAR; THAT ALL THE MONUMENTS SHOWN THEREON ACTUALLY EXIST; AND THAT THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE ACCURATELY SHOWN."

GLEN E. BOREN, P.S. NO. LS20000006

STEUER ESTATE
13941 MORSE STREET
CEDAR LAKE, IN 46303
PRIMARY PLAT



SCALE: 1" = 50'

CHRISTOPHER B
BURKE ENGINEERING

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FB/PG	FILE NO.
DRAWN BY GAH	DATE 10/17/24
SECTION 26-34-9	COUNTY, STATE LAKE, IN
JOB NO. 24-0367	

PLAT OF SURVEY

PARCEL DESCRIPTION (PER DOC. NO. 2023-029067):

THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, EXCEPT THEREFROM ONE (1) ACRE CUT OUT OF THE NORTHWEST CORNER OF SAID TRACT DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER THEREOF, RUNNING THENCE SOUTH EIGHTY (80) FEET; THENCE EAST FIVE HUNDRED FORTY-FOUR AND ONE-HALF (544.5) FEET; THENCE NORTH EIGHTY (80) FEET; THENCE WEST FIVE HUNDRED FORTY-FOUR AND ONE-HALF (544.5) FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, INDIANA.

PARCEL INFORMATION:

TAX ID. NO. 45-15-26-452-004.000-043
HANSEL A. STEUER & JOYCE A. DILPHANT
AFFIDAVIT OF HEIRSHIP FOR TRANSFER OF REAL PROPERTY
DOC. NO. 2023-029067
REC. OCTOBER 20, 2023

PARCEL AREA:

GROSS AREA 396,939 SQ. FT. ± 9.11 ACRES ±
LESS 30' R/W 389,351 SQ. FT. ± 8.94 ACRES ±

SURVEY REFERENCES:

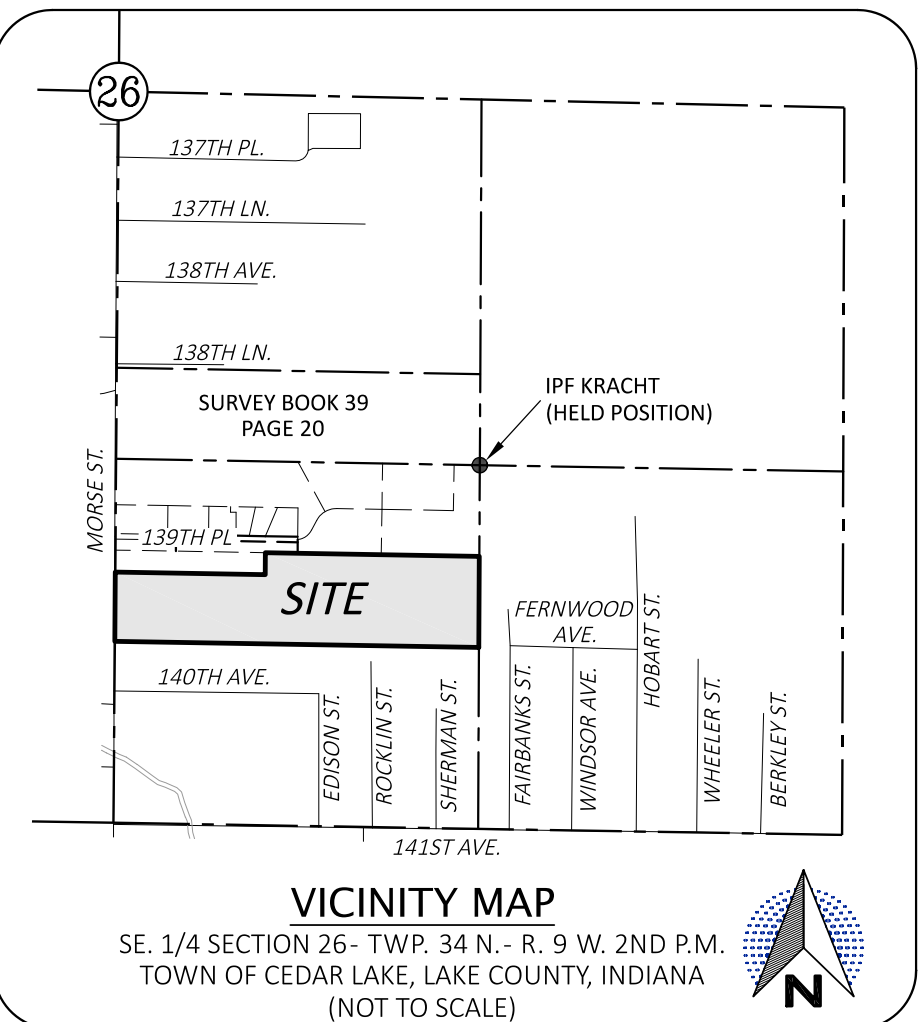
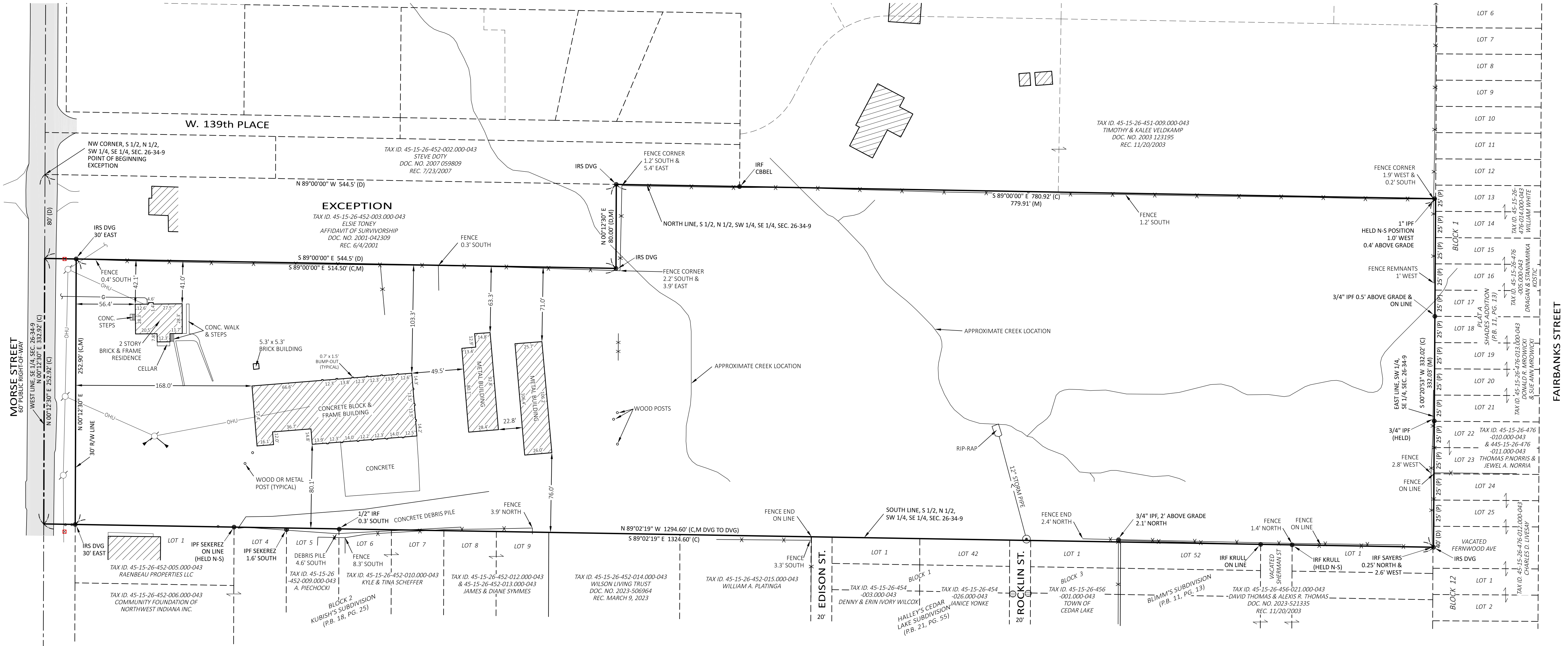
- 1.) RECORD DEEDS REFERENCED HEREON.
- 2.) LAKE COUNTY SECTION CORNER CARDS.
- 3.) PLAT OF SURVEY BY DVG TEAM INC. RECORDED AS DOCUMENT NO. 2022-035832 IN SURVEY RECORD BOOK 39 PAGE 20 ON OCTOBER 12, 2022.
- 4.) RECORD SUBDIVISION PLATS REFERENCED HEREON.

NOTES:

- 1.) EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE:
A) EASEMENTS, OTHER THAN THE POSSIBILITY OF EASEMENTS WHICH WERE VISIBLE BY PHYSICAL EVIDENCE AT THE TIME OF THIS SURVEY OR SHOWN BY DOCUMENT PROVIDED AND RECORD PLAT.
B) BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING OR OTHER LAND-USE REGULATIONS, OTHER THAN THAT SHOWN ON THE RECORD PLAT.
C) OWNERSHIP OR TITLE.
- 2.) THIS SURVEY DOES NOT ADDRESS THE EXISTENCE, IF ANY, OF ITEMS THAT WOULD REQUIRE AN INTERPRETATION BY THE SURVEYOR, (I.E. COMPLIANCE WITH ALL ZONING REQUIREMENTS) EXISTENCE OF ITEMS BEYOND THE QUALIFICATION OF SURVEYOR (I.E. WETLANDS, HAZARDOUS MATERIAL) AND ITEMS NOT READILY VISIBLE DURING A REASONABLE INSPECTION OF SITE (PAST CEMETERIES, LANDFILLS, AND MINERAL RIGHTS).
- 3.) FLOOD ZONE DESIGNATION: THE ACCURACY OF ANY FLOOD HAZARD DATA SHOWN ON THIS PLAT IS SUBJECT TO MAP SCALE UNCERTAINTY AND TO ANY OTHER UNCERTAINTY IN LOCATION OR ELEVATION ON THE FLOOD INSURANCE RATE MAP, (FIRM). THE SUBJECT PARCEL DESCRIBED IN THE PARCEL DESCRIPTION SHOWN HEREON APPEARS TO LIE WITHIN THAT FLOOD HAZARD ZONE "X" AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SAID SUBJECT PARCEL PLOTS BY SCALE ON FLOOD INSURANCE RATE FOR THE TOWN OF CEDAR LAKE, COMMUNITY NUMBER 18089C0331E, INDIANA. MAP EFFECTIVE DATE: JANUARY 18, 2012.

NOTES (CONTINUED):

- 4.) PARCELS IDENTIFIED BY TITLE DESCRIPTION OR RECORD REFERENCES AS PER 865 IAC 1-12-13 (11) ARE OBTAINED FROM COUNTY AUDITOR'S OFFICE AND OR RECORDER'S OFFICE AND ARE NOT CERTIFIED. THE INFORMATION MAY OR MAY NOT REFERENCE THE MOST CURRENT DEED OF RECORD OR THE MOST CURRENT STATUS OR TITLE FOR THAT PARCEL.
- 5.) NO ATTEMPT HAS BEEN MADE AS A PART OF THIS SURVEY TO OBTAIN DATA CONCERNING LOCATION OF UNDERGROUND UTILITIES AND/OR SIZE, DEPTH, CONDITION, CAPACITY OF ANY UTILITIES LOCATED WITHIN THE PARCEL SURVEYED OR SERVING THE PARCEL, OTHER THAN WHAT INFORMATION THAT MAY BE SHOWN. ONLY SUBSTANTIAL ABOVE GROUND VISIBLE UTILITIES WERE LOCATED AND SHOWN. BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED.
- 6.) THIS SURVEY MAY NOT REFLECT ALL UTILITIES OR IMPROVEMENTS IF SUCH ITEMS ARE HIDDEN BY LANDSCAPING OR ARE OBTAINED BY SUCH ITEMS AS DUMPSTERS, TRAILERS, CARS, DIRT, PAVING OR SNOW. AT THE TIME OF THIS SURVEY SNOW DID NOT COVER THE SITE. LAWN SPRINKLER SYSTEMS, IF ANY, ARE NOT SHOWN ON THIS SURVEY.
- 7.) BASIS OF BEARINGS: ASSUMED THE WEST LINE OF THE SOUTHEAST QUARTER AS N 00°12'30" E.



LEGEND

- UTILITY POLE
- MANHOLE
- INLET
- UTILITY BOX
- UTILITY POLE GUY/ANCHOR
- SUBJECT BOUNDARY LINE
- LOT/PARCEL LINE
- FENCE
- OVERHEAD UTILITY WIRES
- BURIED GAS LINE
- ASPHALT AREA
- BUILDING AREA

D - DIMENSION SHOWN ON RECORD DEED
C - DIMENSION CALCULATED BASED ON DEED/PLAT INFORMATION AND FOUND MONUMENTATION.
P - DIMENSION SHOWN ON RECORD PLAT
M - DIMENSION MEASURED BETWEEN MONUMENTS
IPF - IRON PIPE FOUND
IRF - IRON ROD FOUND
KRACHT - GLEN KRACHT ASSOCIATES
SEKEREZ - SEKEREZ LAND SURVEYING
KRULL - KRULL SURVEYING INC.
CBBEL - CHRISTOPHER B. BURKE ENGINEERING LLC
IRS DVG, 5/8" REBAR SET WITH CAP STAMPED "DVG TEAM INC. FIRM NO. 0120"

SURVEYOR'S REPORT:

IN ACCORDANCE WITH TITLE 865, ARTICLE 1.0, CHAPTER 12 OF THE INDIANA ADMINISTRATIVE CODE, THE FOLLOWING OBSERVATIONS AND OPINIONS ARE SUBMITTED REGARDING THE VARIOUS UNCERTAINTIES IN THE LOCATION OF THE LINES AND CORNERS ESTABLISHED OR REESTABLISHED ON THIS SURVEY. THIS PLAT REPRESENTS A RETRACEMENT SURVEY OF A PARCEL OF LAND AS DESCRIBED IN DOC. NO. 2023-029067.

THEORY OF LOCATION:

A SEARCH FOR MONUMENTS WAS PERFORMED AT THE CORNERS OF THE SUBJECT PARCEL AND ALONG ADJACENT PARCEL/LOT LINES. THE WEST LINE OF THE SUBJECT PARCEL (WEST LINE OF THE SOUTHWEST QUARTER OF THE SUBJECT SECTION 26) WAS RETRACED BY HOLDING MONUMENTS FOUND OR SET BY A PRIOR DVG SURVEY (SURVEY REFERENCE 3) JUST NORTH OF THE SUBJECT PARCEL. THE NORTH LINE WAS RETRACED BY HOLDING THE NORTH-SOUTH POSITION OF A 1-INCH IRON PIPE NEAR THE NORTHEAST CORNER OF THE SITE THROUGH AN IRON ROD FOUND WITH CHRISTOPHER B. BURKE ENGINEERING CAP. THE EAST LINE WAS RETRACED BY HOLDING AN IRON ROD WITH GLEN KRACHT ASSOCIATES CAP AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST CORNER OF SECTION 26 THROUGH A 3/4-INCH IRON PIPE FOUND AT THE SOUTHWEST CORNER OF LOT 21 OF PLAT "A" SHADES ADDITION. THE SOUTH LINE WAS RETRACED BY HOLDING THE NORTH-SOUTH POSITION OF AN IRON ROD FOUND WITH KRULL CAP AT THE NORTHWEST CORNER OF LOT 1 IN BLIMM'S ADDITION THROUGH AN IRON PIPE FOUND WITH SEKEREZ LAND SURVEYING CAP AT THE NORTHWEST CORNER OF LOT 4, BLOCK 2 IN KUBISH'S SUBDIVISION. NOT ALL MONUMENTS FOUND THIS SURVEY ARE SHOWN OR REFERENCED DUE TO SCALE OF PLAT.

A.) CONDITION OF FOUND REFERENCE MONUMENTS: UNLESS OTHERWISE STATED ON THIS PLAT, REFERENCE MONUMENTS WERE FOUND UNDISTURBED, AT OR NEAR GRADE AND OF UNKNOWN ORIGIN. UNCERTAINTY IN LOCATION OF FOUND MONUMENTS MEASURED 2.1 FEET NORTH-SOUTH, AND 2.6 FEET EAST-WEST.

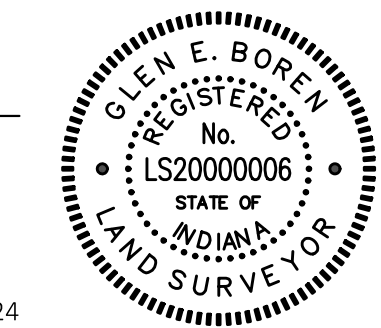
(SURVEYOR'S REPORT CONTINUED):

- B.) APPARENT UNCERTAINTIES DUE TO SUBSTANTIAL OBSERVED OCCUPATION OR POSSESSION ARE AS FOLLOWS:
- 1.) THERE IS FENCING ALONG THE SUBJECT PARCEL LINES AS SHOWN AND REFERENCED HEREON.
 - 2.) THERE IS A CONCRETE DEBRIS PILE THAT IS UP TO 4.6' SOUTH OF THE SUBJECT PARCELS SOUTH LINE AS SHOWN HEREON.
 - 3.) THERE IS A STORM MANHOLE AND STORM LINE THAT CROSSES THE SOUTH LINE OF THE SUBJECT PARCEL TO A DITCH AS SHOWN HEREON.
 - 4.) THERE ARE OVERHEAD UTILITY WIRES THAT SERVICE THE NORTH ADJOINER THAT CROSSES THE NORTHWEST CORNER OF SUBJECT PARCEL AS SHOWN HEREON.
- C.) THERE ARE NO APPARENT UNCERTAINTIES IN RECORD DESCRIPTIONS.
- D.) THE RELATIVE POSITIONAL ACCURACY (DUE TO RANDOM ERRORS IN MEASUREMENTS) FOR THIS SURVEY, BASED ON EQUIPMENT AND PROCEDURES USED, WAS WITHIN THE ALLOWABLE (0.07 FEET PLUS 50 PARTS PER MILLION) FOR AN URBAN SURVEY, PER 865 IAC 1-12-7.

STATE OF INDIANA
COUNTY OF LAKE

THIS IS TO STATE THAT I HAVE SUPERVISED A SURVEY OF THE DESCRIBED PROPERTY IN ACCORDANCE WITH THE GUIDELINES SET IN TITLE 865 IAC 1-12 (RULE 12), AND THE PLAT HEREON DRAWN, TO THE BEST OF MY KNOWLEDGE, CORRECTLY REPRESENTS SAID SURVEY.

GLEN E. BOREN
PROFESSIONAL SURVEYOR: GLEN E. BOREN
REGISTRATION NUMBER: LS20000006
gboren@dvgteam.com



DATE: OCTOBER 17, 2024

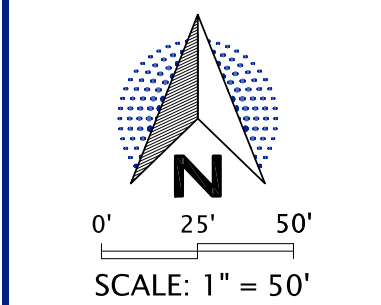
FIELD WORK COMPLETED: SEPTEMBER 14, 2024

DATE: REVISIONS AND NOTES:



1155 Troutwine Road
Crown Point, IN 46307
P: (219) 662-7710
F: (219) 662-2740
www.dvgteam.com

PLAT OF SURVEY
13941 MORSE STREET
CEDAR LAKE, IN 46303
PART OF SW 1/4, SE 1/4, SEC. 26-34-9



CHRISTOPHER B. BURKE ENGINEERING

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FB/PG	FILE NO.
DRAWN BY GAH	DATE 10/17/24
SECTION 26-34-9	COUNTY, STATE LAKE, IN
JOB NO. 24-0367	

DAVID M. AUSTGEN
TIMOTHY R. KUIPER*
MICHAEL J. JASAITIS*

RYAN A. DEITMAYER*
JEFF K. WILLIAMS

DANETTE GARZA*
DAVID K. RANELI*
DONALD R. O'DELL
1974-2013 Deceased
MICHAEL L. MUENICH
1976-2022 Deceased



AUSTGEN KUIPER JASAITIS P.C.
ATTORNEYS AT LAW

AMY S. BENJAMIN
Paralegal

SICRY L. GRIFFIN
Office Administrator

*Licenses in IN & IL
Valid through 6/30/24

April 11, 2024

PRIVILEGED COMMUNICATION

VIA E-MAIL ONLY

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

VIA E-MAIL ONLY

Christopher B. Burke, Engineering, Ltd.
One Professional Center, Suite 314
Crown Point, IN 46307

Attn: Mr. Jeff Bunge, Town Manager
Mr. Nick Recupito, Town Council/Utility Board President
Mr. Greg Parker, Town Council Vice-President
Mr. Richard C. Thiel, Jr., Councilman
Ms. Jennifer N. Sandberg, IAMC, CMC, CPFIM, Clerk-Treasurer

Attn: Mr. Donald Olphant, P.E.

**Re: Cedar Lake/Sewer-Y2024 Miscellaneous
Steuer Permanent Drainage and Utility Easement
Recorded Instrument**

Dear Everyone:

Enclosed please find the above-referenced recorded document for your files, records, and ready reference. Please acknowledge receipt of same. We will deem this matter presently concluded. If there are questions, please advise.

Thank you

Very truly yours,

AUSTGEN KUIPER JASAITIS P.C.

By: David M. Austgen

DMA/slm

Enclosure: as noted

cc: Cedar Lake Administrative Assistant
File/Staff, DEC & SLM

FILED

Apr 11 2024 BDD
PEGGY HOLINGA-KATONA
LAKE COUNTY AUDITOR

PERMANENT DRAINAGE and UTILITY EASEMENT

THIS PERMANENT DRAINAGE and UTILITY EASEMENT AGREEMENT (hereinafter, "Easement") is made this 2 day of April, 2024, by and between Hansel A. Steuer and Joyce A. Ophant, "GRANTOR", and THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, acting by and through its duly elected TOWN COUNCIL, "GRANTEE"

GRANTOR states and represents that they own and have title to certain Real Estate located in Cedar Lake, Lake County, Indiana, and now seek to grant and convey an Easement to GRANTEE for Cedar Lake sewer utility, water utility, storm drainage, public improvements, and all related public use purposes over the Real Estate.

NOW, THEREFORE, for good and valuable consideration, all of which is acknowledged by GRANTOR, GRANTOR does hereby grant, convey and warrant unto GRANTEE, its successors and assigns, forever, a perpetual Easement with the right, privilege and authority in GRANTEE, at its own expense, to enter upon, dig, lay, erect, construct, install, reconstruct, operate, maintain, patrol, continue, repair, keep in repair, deepen, replace and renew public utilities and public improvements, including, but not limited to, sewer, water, drainage, public improvements, and infrastructure as shall be hereafter located and constructed in, on, upon, along, under, over and across the Real Estate owned by GRANTOR, and situated in Cedar Lake, Lake County, Indiana, and which is more particularly described as follows, namely:

**Legal Description is attached as Exhibit "A", and is incorporated herein
Key No. 45-15-26-452-004.000-043
Commonly Known as: 13941 Morse Street, Cedar Lake, IN, 46303**

Further, for the amount paid in hand referenced above, and other good and valuable consideration, all of which is acknowledged by GRANTOR, GRANTOR does further hereby grant, convey and warrant unto GRANTEE, its successors and assigns, a Temporary Construction Easement, with the right, privilege and authority and GRANTEE, and at its own expense, to utilize said Temporary Construction Easement for the repair, replacement and renewal of public utilities and public improvements in the Permanent Drainage and Utility Easement described aforesaid in, on, upon, long, under, over and across the parcel of real estate owned by GRANTOR situated in Cedar Lake, Lake County, Indiana, which is more particularly described as follows, namely.

**Legal Description is attached as Exhibit "B", and is incorporated herei
Key No. 45-15-26-452-004.000-043
Commonly Known as: 13941 Morse Street, Cedar Lake, IN, 46303**

This Temporary Construction Easement shall exist and be in full force and effect from date of execution hereof, to and including one (1) year from date of final completion of the public work project for which same is granted. At that time, the Temporary Construction

Easement grant shall expire and terminate, leaving only the Permanent Drainage and Utility Easement remaining

The GRANTEE shall have the right, at its expense, to enter along, over and upon the Easement for the public purposes permitted herein, at will, and to make such alterations and improvements therein as may be necessary or useful for such public purposes; further, the GRANTEE shall have the right of ingress and egress over adjoining premises and lands when necessary, and without doing damage to the adjoining lands, and only for temporary periods, and shall not otherwise enter upon lands adjoining said Easement.

The GRANTEE covenants that in the installation, maintenance or operation of the public utilities, public improvements, and appurtenances under, upon, over and across the Real Estate in which the Easement is hereby granted, it will, at its own expense, restore the area disturbed by its work to as near the original condition as is practicable.

The GRANTOR covenants for GRANTOR, GRANTOR'S grantees, heirs, personal representatives successors and assigns, that GRANTOR shall not erect or maintain any building or other structure or obstruction on or over the Easement granted herein, and gives the GRANTEE the right to remove any such obstruction, or grant additional Easements over, across or on the Real Estate in which the perpetual Easement is hereby granted, except by express written permission from the GRANTEE, in accordance with the terms thereof, which permission, when in writing and recorded, shall run with the Real Estate

Full right and authority is hereby granted unto the GRANTEE, its successors and assigns, to assign or convey to another or others, this Grant of Permanent Drainage and Utility Easement.

The GRANTOR hereby covenants that GRANTOR is the owner in fee simple of the Real Estate, is lawfully seized thereof, and has good right to grant and convey the foregoing Easement herein. The GRANTOR further guarantees the quiet possession hereof, and shall warrant and defend GRANTEE'S title to the Permanent Drainage and Utility Easement against all lawful claims.

This Permanent Drainage and Utility Easement Agreement shall be binding upon GRANTOR, GRANTOR'S heirs, personal representatives, successors, and assigns, and upon all other parties claiming by, through, or under GRANTOR, and the same shall inure to the benefit of the GRANTEE herein, and its successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Grant of Permanent Drainage and Utility Easement Agreement this 22 day of March, 2024

GRANTOR

Hansel A Steuer
Hansel A Steuer

Joyce A Oliphant
Joyce A Oliphant

HANSEL STEUER
Printed Name

Joyce A. Oliphant
Printed Name

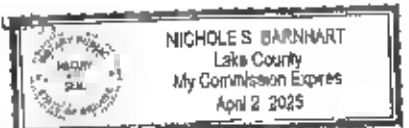
STATE OF INDIANA)
) SS
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, on this 22 day of March, 2024, personally appeared Hansel A Steuer and Joyce A Oliphant, Husband, and Wife, as GRANTOR, who acknowledged the execution of the foregoing Permanent Drainage and Utility Easement Agreement as their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my Official Seal

My Commission Expires
4-2-2025

Nichole S. Barnhart
Notary Public
Resident of Lake County,
State of Indiana

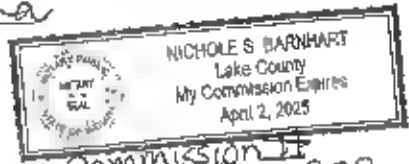


Commission # 687879

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my Official Seal

My Commission Expires
4-2-2025

Nichole S. Barnhart
Notary Public
Resident of Lake County,
State of Indiana




Commission # 687879

Acceptance and Acknowledgement by Town:

This conveyance is accepted by the Town of Cedar Lake, Lake County, Indiana, after action at a public meeting of the Town Council of the Town of Cedar Lake, Lake County, Indiana, and whereby the Town Council President and Town Clerk-Treasurer, respectively, were duly authorized to execute and attest this Acceptance and Acknowledgment.

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

By 
Nick Recupito, Town Council President


Attest: 
Jennifer N Sandberg, IAMC, CMC, CPFIM
Clerk-Treasurer

STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, on this 2 day of April, 2024, personally appeared NICK RECUPITO, not individually, but as President of the Town Council of the Town of Cedar Lake, Lake County, Indiana, as the duly authorized Purchasing Agent of the Town, and JENNIFER N SANDBERG, IAMC, CMC, CPFIM, as Clerk-Treasurer, not individually, but as Clerk-Treasurer of the Town of Cedar Lake, Lake County, Indiana, who acknowledged the execution of the foregoing Permanent Drainage and Utility Easement Agreement as such Officers, in such capacity, for and on behalf of the Town of Cedar Lake, Lake County, Indiana.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my Official Seal

My Commission Expires
10/23/25


Notary Public
Resident of Lake County, IN



0706835

I affirm, under the penalties of perjury that I have taken responsible care to redact each Social Security number in this document, unless required by applicable law and this document was prepared by David M. Austgen, AUSTGEN KUIPER JASAITIS P C, 130 N Main St, Crown Point, Indiana 46307

LEGAL DESCRIPTION (PERMANENT DRAINAGE AND UTILITY EASEMENT):

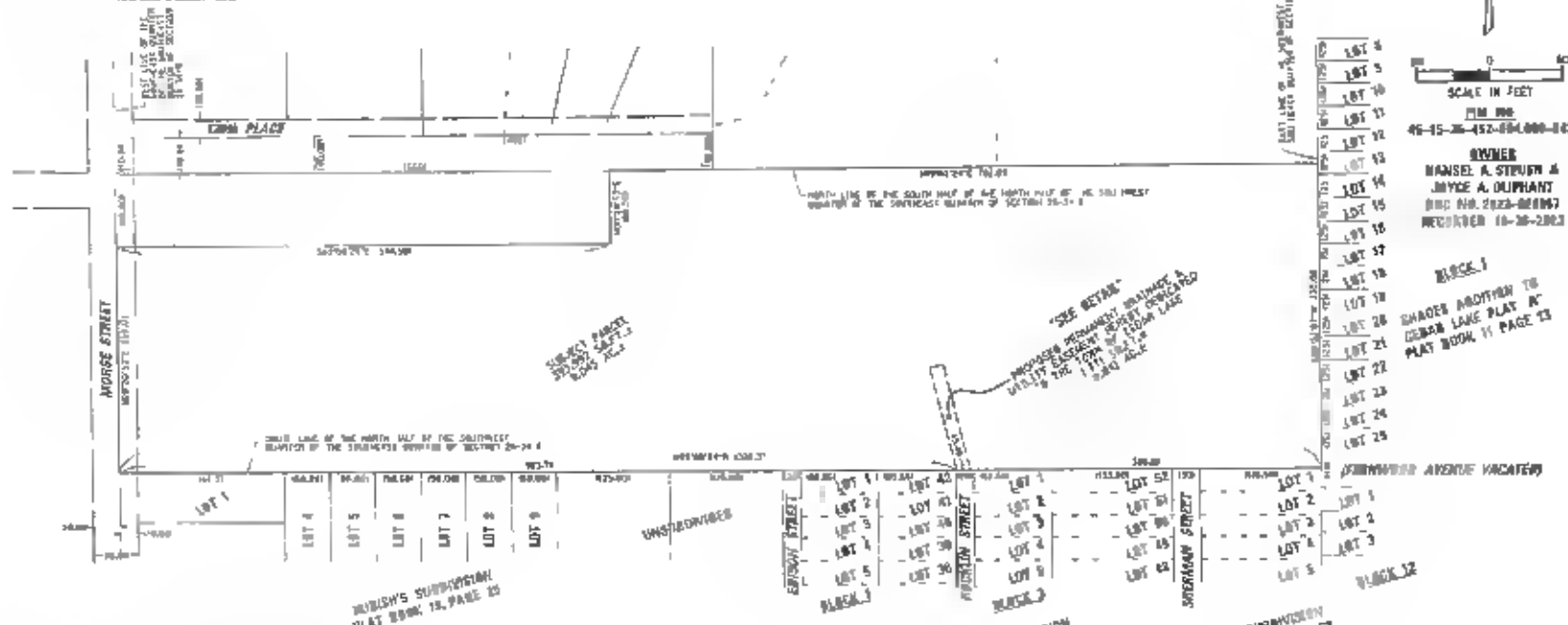
THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 42 IN HALLEY'S CEDAR LAKE SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 21, PAGE 55, THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 42 EXTENDED EASTERLY HAVING AN ASSUMED BEARING OF SOUTH 89 DEGREES 00 MINUTES 24 SECONDS EAST, 1.01 FEET, SAID NORTH LINE ALSO BEING THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26 TO THE POINT OF BEGINNING; THENCE NORTH 13 DEGREES 28 MINUTES 37 SECONDS WEST, 116.13 FEET; THENCE NORTH 76 DEGREES 31 MINUTES 23 SECONDS EAST, 15.00 FEET; THENCE SOUTH 13 DEGREES 28 MINUTES 37 SECONDS EAST, 120.00 FEET TO A POINT ON SAID SOUTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26; THENCE NORTH 89 DEGREES 00 MINUTES 24 SECONDS WEST, 15.49 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

EASEMENT EXHIBIT

LEGEND

—	ACQUIRED
—	EASEMENT
—	PROPERTY LINE
—	E.A.V. LINE
—	SECTION LINE
—	SUBSECTION LINE
—	APPROPRIATION EASEMENT LINE
—	PASSAGE EASEMENT LINE



OWNER
MANUEL A. STUPNIK & BRUCE A. OLIPHANT
 DBC NO. 2023-00067
 RECORDED 10-20-2023

BLOCK 1
 SHADER ADDITION TO CEDAR LAKE PLAT #1 PLAT BOOK 11 PAGE 13

BLOCK 12
 BLUMM'S SUBDIVISION PLAT BOOK 21 PAGE 53

HALLEY'S CEDAR LAKE SUBDIVISION
 PLAT BOOK 21 PAGE 55



- NOTES:**
1. ALL DIMENSIONS ARE GIVEN AS FEET AND DECIMAL PARTS THEREOF.
 2. ONLY THOSE DIMENSIONS LINE SECTIONS AND CORNERS WHICH ARE SHOWN ON THE RECORDING PLAN BY DIMENSIONING ARE BOUND BY THIS DEED TO THE DEED TITLE INSURANCE POLICY AND SHALL CONSTITUTE THE ONLY RESTRICTIONS.
 3. EASEMENT BEING RECEIVED AND SOME DIMENSIONS WITH THE AREA SHOWN BY THIS CURRENT MAP BEING AND DIMENSIONED TO THE BOUNDARY AT THIS POINT.
 4. NO DIMENSIONS SHALL BE DERIVED FROM RECORD MEASUREMENT.
 5. DIMENSIONS SHOWN ON THIS MAP SHALL BE TAKEN AS SHOWN AT LEAST 10 FEET FROM THE BOUNDARY OF ANY LOT.
- RESERVED RIGHTS:**
1. RESERVED ARE THE RIGHTS OF EASEMENT ONLY AND ARE NOT RELATIVE TO THIS OR ANY OTHER MAP.
 2. IT IS HEREBY SUBJECT TO MATTERS OF TITLE WHICH MAY BE ESTABLISHED BY A CURRENT TITLE SEARCH.
 3. PROPERTY IS SUBJECT TO RIGHTS OF THE PUBLIC, THE STATE OF INDIANA, AND THE MUNICIPALITY THEREIN TO TAKE HOLD OF ANY LOT OR PART THEREOF FOR PUBLIC PURPOSES.

CB
CHRISTOPHER B. BURKE
 ENGINEERING, LTD.
 9575 West Higgins Road, Suite 500
 Rosemont, Illinois 60018
 (847) 823-0500

EASEMENT EXHIBIT
 IN
 TOWN OF CEDAR LAKE INDIANA
 PREPARED FOR
 TOWN OF CEDAR LAKE

DATE	01-22-2024
SCALE	1"=50'
DRAWN	JRM
CHKD	JRM
BY	AJM
DATE	01-22-2024
PROJECT NO.	2023-00067
PROJECT NAME	SHADER ADDITION TO CEDAR LAKE PLAT #1
OWNER	MANUEL A. STUPNIK & BRUCE A. OLIPHANT

MANUEL A. STUPNIK & BRUCE A. OLIPHANT