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**March 18, 2025**

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ALL TOWN FUNDS	\$332,261.04
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WASTEWATER OPERATING	\$36,698.73
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SEWER BOND	\$456,750.00
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WATER UTILITY	\$129,281.55
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STORM WATER	\$14,197.15
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PAYROLL 3/13/25	\$408,408.29
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FEB REMITTANCES	\$221,032.80
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**Town of Cedar Lake**  
Office of the Town Manager  
7408 Constitution Ave – PO Box 707 – Cedar Lake, IN 46303  
Tel (219) 374-7400 – Fax (219) 374-8588



**TAG DAY REQUEST – APPLICATION FORM**

Name of Organization: HJW Football & Cheer  
Address: PO Box 7 Cedar Lake IN 46303  
Phone: [REDACTED] Fax: 219. [REDACTED]  
Contact Person:  
Name: Janeve Spindler Email: [REDACTED] Phone: [REDACTED]  
@centier.com

Date of Tag Day Request (do not request a rain date):

1<sup>st</sup> Choice: 5/17 2<sup>nd</sup> Choice: 6/7

Explain Nature of Tag Day: to raise funds for  
equipment for kids

List Locations of Tag Day: 133rd / panish  
133rd / A

On a separate sheet of paper, list the individuals participating in the activity on behalf of the organization. All solicitation activities permitted are to start no earlier than 8:00 am and finish in four (4) consecutive hours. All solicitation activities will be completed by 1:00 pm on the approved day, regardless of the time of commencement.

**PROOF OF INSURANCE MUST BE SUBMITTED WITH THIS REQUEST.**

**INCOMPLETE REQUESTS WILL BE RETURNED.**

[REDACTED]  
Signature of Contact Person

3/3/25  
Date

**FOR OFFICE USE ONLY**

Date Received: \_\_\_\_\_ Approximate Time: \_\_\_\_\_

Received by (Name/Title): \_\_\_\_\_

Date Approved by Town Council: \_\_\_\_\_

Date Contact Person Notified of Approval: \_\_\_\_\_ Notified via (circle one): Email – Phone – Letter



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> ESP Insurance Brokerage, LLC 306 Main Street  Worcester MA 01608	<b>CONTACT NAME:</b> Joseph Micciche <b>PHONE (A/C, No, Ext):</b> (877) 670-2377 <b>E-MAIL ADDRESS:</b> joe.micciche@espspecialty.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Houston Casualty Company <b>INSURER B:</b> Nat'l Union Fire Ins Co of Pittsburgh, PA <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>FAX (A/C, No):</b> <b>NAIC #</b>
<b>INSURED</b> HANOVER JR WILDCATS FOOTBALL & CHEER 12516 MARSH LANDING PKWY  CEDAR LAKE IN 46303		

**COVERAGES** **CERTIFICATE NUMBER:** CL2461135289 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		[REDACTED]	07/31/2024	07/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	PARTICIPANT MEDICAL			[REDACTED]	07/31/2024	07/31/2025	SEE REMARKS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CERTIFICATE HOLDER is added as an additional insured with respects to general liability coverage but only with respect to liability arising out of the operations of the named insureds league.  
Sexual Abuse / Molestation limits are as follows: \$1,000,000 EACH OCCURRENCE / \$2,000,000 AGGREGATE  
THIS POLICY DOES NOT EXCLUDE CONCUSSIONS

## CERTIFICATE HOLDER

## CANCELLATION

Town of Cedar Lake Office of the Town Administrator  
7408 Constitution Ave PO Box  
707  
Cedar Lake IN 46303

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_\_ of \_\_\_\_\_

AGENCY ESP Insurance Brokerage, LLC		NAMED INSURED HANOVER JR WILDCATS FOOTBALL & CHEER	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Remarks

#### YOUTH PARTICIPANTS MEDICAL COVERAGE

CARRIER: AIG  
 POLICY NUMBER: SRG0009158709  
 Accidental Death, Accidental Dismemberment (AD&D) Benefit: \$10,000 Maximum amount  
 Accident Medical Expense Benefit: \$250,000  
 Deductible: \$250 per accident  
 Dental Maximum: \$250 per tooth/per accident  
 Incurral Period: within 90 days of the date of the accident causing the Injury  
 Benefit Payout Period: payable only for such charges incurred within 52 weeks after the date of the accident causing the Injury

#### EQUIPMENT FLOATER / INLAND MARINE

CARRIER: HOUSTON CASUALTY  
 Amount of Insurance: \$ 100,000 Sports Equipment and \$20,000 shed.  
 Limit subject to a \$25,000 limit per item. Any item of property with a value of \$25,000 or more must be scheduled separately  
 Deductible: \$500

#### CRIME PROTECTION

CARRIER: HOUSTON CASUALTY  
 Crime / Employee Theft Limit: \$ 25,000 \$500

#### DIRECTORS & OFFICERS

CARRIER: GREAT AMERICAN  
 POLICY NUMBER: EPPE450854  
 Directors & Officers Limit \$1,000,000  
 Retention \$1,000  
 Aggregate Limit \$1,000,000

**Town of Cedar Lake**

Office of the Town Manager

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

Tel (219) 374-7400 – Fax (219) 374-8588



**TAG DAY REQUEST – APPLICATION FORM**

Name of Organization: KNIGHTS OF COLUMBUS

Address: 13039 WICKEN AVE CEDAR LAKE, IN 46303

Phone: [REDACTED] Fax: \_\_\_\_\_

Contact Person:

Name: ALLEN GOLD Email: [REDACTED] Phone: [REDACTED]

Date of Tag Day Request (do not request a rain date):

1<sup>st</sup> Choice: 6/7/25 2<sup>nd</sup> Choice: 6/21/25

Explain Nature of Tag Day: ANNUAL TOUTSIE PRIVO

FOR LOCAL HANDICAPPED

List Locations of Tag Day: 133<sup>rd</sup> AND PARISH AVE / LAKE SHORE DR.

AND 133<sup>rd</sup> DR

On a separate sheet of paper, list the individuals participating in the activity on behalf of the organization. All solicitation activities permitted are to start no earlier than 8:00 am and finish in four (4) consecutive hours. All solicitation activities will be completed by 1:00 pm on the approved day, regardless of the time of commencement.

**PROOF OF INSURANCE MUST BE SUBMITTED WITH THIS REQUEST.  
INCOMPLETE REQUESTS WILL BE RETURNED.**

[REDACTED]

Signature of Contact Person

[REDACTED]

Date

**FOR OFFICE USE ONLY**

Date Received: \_\_\_\_\_ Approximate Time: \_\_\_\_\_

Received by (Name/Title): \_\_\_\_\_

Date Approved by Town Council: \_\_\_\_\_

Date Contact Person Notified of Approval: \_\_\_\_\_ Notified via (circle one): Email – Phone – Letter



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Premier Group Insurance 829 E Commercial Ave  Lowell  IN 46356	<b>CONTACT NAME:</b> Mary Carpenter <b>PHONE:</b> 219-696-7321 <b>FAX:</b> 219-696-6038 <b>E-MAIL:</b> mary@kozlowskiins.com <b>ADDRESS:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Auto Owners <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b>  Knights of Columbus Marion Council 13039 Wicker Ave  Cedar Lake  IN 46303	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y		09/18/2024	09/18/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <b>RETENTION \$</b>						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Town of Cedar Lake to be shown as additional insured.

**CERTIFICATE HOLDER****CANCELLATION**

Town of Cedar Lake  
7406 Constitution Avenue  
  
Cedar Lake  
  
IN 46303

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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

**RESOLUTION NO. 1368**

**A RESOLUTION ESTABLISHING THE BASIS UPON WHICH THE TOWN OF CEDAR LAKE SHALL AUTHORIZE AND APPROVE THE CONDUCT OF A FARMER'S MARKET EVENT FOR THE Y2025 CEDAR LAKE FARMER'S MARKET SEASON, ENGAGE A FARMER'S MARKET COORDINATOR FOR SAME, AND ALL MATTERS RELATED THERETO.**

**WHEREAS**, the Town of Cedar Lake, Lake County, Indiana (hereafter, the "Town"), and Region Social, LLC (hereinafter, "Contractor"), an Indiana Limited Liability Company, by and through its authorized representative, Kelly Dykstra, seek and intend to establish a Farmer's Market Event for the Y2025 Cedar Lake Farmer's Market Season, engage a Farmer's Market Coordinator, clarify and make public the relationship between the Town and Contractor for the Y2025 Cedar Lake Farmer's Market Season, and all matters related thereto.

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

**SECTION ONE:** The Town shall provide the exclusive use of a designated portion of the Town Complex grounds, (hereafter, the "Complex"), located at Constitution and Morse Avenues, in the Town of Cedar Lake, Lake County, Indiana, for the conduct of the Y2025 Cedar Lake Farmer's Market Season, from MAY 14, 2025, through OCTOBER 22, 2025, inclusive, to be conducted on the second and fourth Wednesdays of each month, and provide Contractor exclusive rights to the scheduling of the Cedar Lake Farmer's Market Event at the Town Complex during the dates of said Farmer's Market events in consideration of payment by Contractor to the Town of Five (\$5.00) Dollars per vendor, per each held Farmer's Market event. Rain dates may be permitted, if requested, on the first Wednesday of the month, and the fifth Wednesday of July and October. The Contractor will be responsible for all communications with vendors, interested persons, and the like regarding each Farmer's Market event conducted. The foregoing schedule of dates excludes Wednesday, JULY 9, 2025.

One (1) vendor position shall be reserved for the Town, at no expense to the Town, during each Farmer's Market event held on Town property. The Town Manager will manage the schedule of the vendor position reserved for the Town.

In addition to the foregoing, the Town shall provide the Complex for such event from 9:00 a.m. until 9:00 p.m. on the days of Farmer's Market events to permit appropriate set-up and clean-up of said events, which actual public market hours will be from 3:00 p.m. until 8:00 p.m., from May through August and 3:00 p.m. until 7:00 p.m. in September and October, inclusive, in 2025.

**SECTION TWO:** The Town, by this Resolution, concurs and agrees that the Agreement with Contractor for Farmer's Market Events shall be through October 22, 2025. No further provisions for the Y2025 Farmer's Market Season are provided for by this Resolution except for



the right of contracting by Contractor for its appropriate vendors for Y2025. All other matters herein relate exclusively and specifically to the conduct of the Y2025 Farmer's Market Season.

**SECTION THREE:** The Town shall provide water and sewer utilities at the Town Complex during the aforementioned dates, along with the cooperative assistance of the Cedar Lake Street Department, Parks and Recreation Department, and Department of Public Works in the preparation and cleanup, prior to and following the Farmer's Market events. Other responsibilities of the Town and Contractor are identified in Exhibit B attached hereto.

**SECTION FOUR:** All signage for each Event will be provided by the Contractor. The Contractor will be responsible for setting the signage on the date of each Event and removal of all signage no later than 10:00 pm on the date of each Event. Signage for the Event shall include six (6) "Town Staff – NO PARKING" signs to preserve parking for Town Staff who may leave and return to Town Hall during an Event. A banner will be allowed during the term of the contract on the Municipal Complex fence along Morse Street provided said banner is maintained in good condition. The Contractor will be responsible for the storage of all signs, barricades, banners, tents, chairs, etc. used to support the Farmers' Market Events.

**SECTION FIVE:** The Contractor shall be responsible for any damage to TOWN property resulting from its operation of the Farmer's Market Events, other than normal wear and tear.

**SECTION SIX:** The Contractor will be responsible for securing and obtaining all necessary permits, as well as health department inspections and/or approvals required for the Farmer's Market Events. It will be the responsibility of the Contractor to ensure all licensing, permits, etc. are maintained. Copies are to be provided to the Town Manager by the Contractor upon request by the Town.

**SECTION SEVEN:** The Farmers' Market Event Activity shall not interfere with any Town programs at the Town Municipal Complex. Town programs and events already scheduled for 2025 include Summerfest, and Spring & Fall Soccer.

**SECTION EIGHT:** Contractor shall not make any purchase on behalf of or in the name of the Town of Cedar Lake, Lake County, Indiana.

**SECTION NINE:** Additional responsibilities of the Town and Contractor are as set forth in Exhibit B attached hereto.

**SECTION TEN:** Contractor shall pay the amount of Five (**\$5.00**) Dollars per vendor per each Farmer's Market Event held, with said payment due on the date of each event to the Town Clerk-Treasurer.

**SECTION ELEVEN:** Contractor shall abide by all applicable Ordinances and Regulations of the Town of Cedar Lake, Lake County, Indiana, and all applicable laws of the State of Indiana, all as amended from time to time, in the conduct of the Y2025 Farmer's Market Season.

**SECTION TWELVE:** Contractor shall provide to the Town a Certificate of Insurance naming jointly the Contractor and the Town of Cedar Lake, or a Certificate of Insurance whereby the Town of Cedar Lake shall be an additionally or jointly named insured as is acceptable to the Town of Cedar Lake; further, the Certificate of Insurance shall provide verified coverage in the amount of not less than \$1,000,000.00 per incident/occurrence, and not less than the amount of

\$2,000,000.00 in the aggregate. Contractor shall provide the types, form and amount of insurance coverage which are enumerated and listed on Exhibit A, which is attached and incorporated herein by reference, and which is approved by the TOWN before the establishment and operation of amusement ride activities and operation on the Town Municipal Complex for the Y2025 Farmer's Market events.

**SECTION THIRTEEN:** Notwithstanding all of the foregoing in this Y2025 Cedar Lake Farmer's Market Event/Coordinator Resolution, all terms, conditions and requirements set forth herein are subject to continuing review and assessment for the conditions and circumstances of the declared Public Health Emergency due to the COVID-19 Coronavirus Pandemic, and all related consequential circumstances. As a consequence, all requirements and provisions herein for the Y2025 Cedar Lake Farmer's Market Season are subject to revision, modification, alteration and amendment at any time, related to the event and public safety. This term of Agreement relates to all provisions of this Resolution/Agreement, including operational terms. Further, this term relates to the surety, indemnification and insurance terms herein, including types, coverages, amounts and all other aspects of the required insurance and surety required. These determinations will be made by the Town Council of the TOWN, as it deems appropriate and necessary under the circumstances at that time.

**SECTION FOURTEEN:** It is recognized that the Members, Directors, Representatives and Volunteers working with Farmer's Market events are Volunteers and/or Independent Contractors providing their time, energy and services for the benefit of all residents of the Town of Cedar Lake and invitees to the Town for the Y2025 Farmer's Market Season and Events.

**SECTION FIFTEEN:** It is expressly acknowledged and understood by the Town and Contractor that the Contractor is a retained Independent Contractor for the purposes of this Resolution and the services for which this Resolution is entered. The Contractor is strictly an Independent Contractor, and is not an employee, servant, agent, partner, or joint venturer with the Town. The Town and Town Council are not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payment which it owes the independent contractor. Neither Contractor nor its employees shall be entitled to receive any benefits which employees of the Town are entitled to receive and shall not be entitled to worker's compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit-sharing, or social security on account of their work for the Town. The Contractor shall be solely responsible for paying its employees, if any. The Contractor shall be responsible for paying any and all taxes as referred to above.

**SECTION SIXTEEN:** All notices herein required shall be in writing and served on the Parties at their respective addresses, by either Personal Service or mailing of a notice by First Class Mail, postage prepaid, to be sufficient service.

**CONTRACTOR:**

Region Social, LLC  
13701 Lauerman #70  
Cedar Lake, IN 46303

**TOWN:**

Town of Cedar Lake  
P.O. Box 707  
Cedar Lake, IN 46303  
Attention: Town Clerk-Treasurer  
Town Manager  
Town Council President



**SECTION SEVENTEEN:** Coordinator will maintain adequate insurance coverage under applicable law for the events to be conducted in the Y2025 Farmer's Market Season, as deemed acceptable to the Town.

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

**SECTION NINETEEN:** Without cause, either Party hereto may terminate this Resolution after giving five (5) days prior notice as specified in SECTION SIXTEEN, hereinabove, to the other, of intent to terminate without cause. The Parties shall deal with each other in good faith during the five (5) day period after any notice on intent to terminate without cause has been given.

**SECTION TWENTY:** It is expressly acknowledged and stated that this Agreement is entered into by Region Social, LLC, an Indiana Limited Liability Company, after appropriate action of the members and/or authorized officers or representatives of the entity. The undersigned representative of Region Social, LLC, is a duly authorized representative to approve making this Resolution.

**SECTION TWENTY-ONE:** This Resolution has been approved by affirmative action of the Town Council of the Town of Cedar Lake, Lake County, Indiana, at a Public Meeting of the Town Council, after a motion duly made and seconded, on the \_\_ day of \_\_\_\_\_, 2025, by a vote of \_\_\_\_ in favor and \_\_\_\_ against, and whereby the Town Council President and Clerk-Treasurer, respectively, were authorized and directed to execute and enter this Agreement on behalf of the Town in their representative capacities.

**SECTION TWENTY-TWO:** That this Resolution shall take effect, and be in full force and effect, from and after passage and approval by the Town Council of the Town of Cedar Lake, Lake County, Indiana, in conformance with applicable law.

**THIS SPACE INTENTIONALLY LEFT BLANK**

**ALL OF WHICH IS PASSED AND RESOLVED, THIS \_\_\_\_ DAY OF \_\_\_\_\_,  
2025, BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY,  
INDIANA.**

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

\_\_\_\_\_  
Nick Recupito, Town Council President

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

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

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

\_\_\_\_\_  
Mary Joan Dickson, Town Council Member

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

\_\_\_\_\_  
Chuck Becker, Town Council Member

ATTESTED:

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



ALL OF WHICH IS APPROVED BY THE DULY AUTHORIZED REGION  
SOCIAL, LLC, REPRESENTATIVE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

REGION SOCIAL, LLC

\_\_\_\_\_  
Authorized Representative

**EXHIBIT A**

**Insurance Requirements for use of Town Complex – special events**

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

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

**Commercial General Liability (Occurrence Form)**

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

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

**Automobile Liability**

\$1,000,000 each accident

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

**Workers Compensation and Employer's Liability**

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

**Umbrella Liability**

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

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

Please list the following entity as an ADDITIONAL INSURED on the General Liability insurance policy.

Town of Cedar Lake, IN, its subsidiaries, affiliates, board members, directors, officers, and employees as Additional Insureds for all liability arising out of ongoing operations and completed operations.

*(Use forms CG2010 07 04 and CG2037 07 04 or equivalent forms providing similar coverage.*

***Blanket additional insured is not sufficient***) Insured will provide a 30-day written notice to Town of Cedar Lake, IN, of material changes in these insurance coverages, their cancellation or non-renewal.

## **EXHIBIT B**

### CONTRACTOR

Responsible for:

- Event Coordination
- Advertising
- Vendor Applications & Waivers, all vendor space reservations
- Parking Lot attendant to direct traffic (Only needed on Plan Commission nights, which utilize the rain date on a first Wednesday.)
- Signage
- Restroom Maintenance
- Restroom Supplies
- Communication with Vendors, interested persons and the like
- Garbage and site clean up
- Site review the morning following each Event
- Security, if needed: Vendor agrees to coordinate with Cedar Lake Police Department.
- No alcohol vendors
- Food Concessions – all vendors must have a current health permit from Lake County Health Department
- No smoking in the market. We would like to have a smoke-free market.

### TOWN

- Will provide advertising in the Town's newsletter, website, and social media. Advertising and links to information will be provided by the Contractor.
- Will allow the use of public restrooms during event hours, with said restrooms to be maintained by Contractor.
- Use of dumpster and trash cans; however, all garbage generated during the event period (9:00 a.m. to 9:00 p.m.) shall be maintained by Contractor.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Buschbach Insurance Agency, An InsureOne Company 5615 W 95th St Ste 1  Oak Lawn IL 60453	<b>CONTACT NAME:</b> Colleen Delaney <b>PHONE (A/C, No, Ext):</b> (708) 423-2350 <b>E-MAIL ADDRESS:</b> CL@buschbach.com <b>FAX (A/C, No):</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Scottsdale Insurance Co <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 041297
<b>INSURED</b> Region Social LLC, DBA: Cedar Lake Farmers Market 13701 Lauerman #70  Cedar Lake IN 46303		

**COVERAGES****CERTIFICATE NUMBER:** CL2411117134**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	CPS8014449	06/11/2024	06/11/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ EXCL
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Cedar Lake is additional insured per form CG2012.

**CERTIFICATE HOLDER**

Town of Cedar Lake 7408 Constitution Ave  Cedar Lake IN 46303	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> <i>Colleen Delaney</i>
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**TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA**

**RESOLUTION NO. 1369**

**A RESOLUTION ESTABLISHING THE BASIS UPON WHICH THE TOWN OF CEDAR LAKE SHALL PARTICIPATE IN THE Y2025 CEDAR LAKE SUMMERFEST EVENT, AND ALL MATTERS RELATED THERETO.**

**WHEREAS**, the Town of Cedar Lake, Lake County, Indiana (hereafter “the Town”), and Cedar Lake Summerfest Committee, Inc. (hereafter “Summerfest”), seek and intend to establish, clarify and make public the relationship between the Town and Summerfest for the Y2025 Cedar Lake Summerfest Event, and all matters related thereto.

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

**SECTION ONE:** The Town shall provide the exclusive use of the Town Complex grounds, hereafter “Complex”, located at Constitution and Morse Avenue, in the Town of Cedar Lake, Lake County, Indiana, for the conduct of the Y2025 Cedar Lake Summerfest on JULY 3, 2025, through JULY 6, 2025, inclusive, and provide Summerfest exclusive rights to the scheduling of activities at the Town Complex during the dates of JUNE 25, 2025, through JULY 11, 2025, in consideration of payment by Summerfest to the Town the amount of TWO Thousand Dollars (\$2,000.00), representing payment of the amount of FIVE Hundred Dollars (\$500.00) for each day of event, and good and valuable consideration, all as set forth hereinafter. Summerfest will minimally provide Fire Works for the residents of Cedar Lake, and attendees/invitees on at least two (2) nights, including, JULY 3, 2025 and JULY 5, 2025.

In addition to the foregoing, the Town shall provide the fireworks barge structure (hereinafter the “barge”) for use by Summerfest for the fireworks celebration activities conducted in the Summerfest Event. It is acknowledged that such barge is owned by the Town, but is provided and furnished to Summerfest for the fireworks activities to be presented to the citizens of Cedar Lake, and attendees/invitees, pursuant to the terms of understanding herein. The Town will make said barge available to Summerfest for the fireworks activities contemplated, acknowledging that the Town will store same when not in use, and also insure said barge. The Town shall additionally provide its VIPS/Park Building Garage during the term hereof to Summerfest for its use during said event period. Summerfest shall maintain the barge and preserve the barge in condition acceptable and approved by appropriate jurisdictional authorities for such fireworks activities use.

**SECTION TWO:** The Town, by this Resolution, concurs and agrees that the Agreement with Summerfest for the Summerfest Event shall be through December 30, 2025, for purposes of contracting by Summerfest for the Y2025 Summerfest Event. No further provisions for the Y2025 Summerfest Event are provided for by this Resolution except for the right of contracting by Summerfest for its appropriate vendors for Y2025. All other matters herein relate exclusively and specifically to the conduct of the Y2025 Summerfest event.



**SECTION THREE:** The Town shall provide water, sewer and electrical utilities at the Town Complex during the aforementioned dates, along with the cooperative assistance of the Cedar Lake Street Department, Parks and Recreation Department, and Department of Public Works in the preparation and cleanup, prior to and following the event, to Summerfest. The Town grants permission to Summerfest to make necessary repairs and/or alternations to the in-ground electrical system at the expense of Summerfest, provided it is undertaken and completed in conformance with all applicable codes and regulations, and with lawful permitting and inspections.

**SECTION FOUR:** Permission is granted hereby for Summerfest to charge a reasonable fee for automobile parking, and to retain all automobile parking fees collected to defray the costs of conducting the Y2025 Cedar Lake Summerfest event.

**SECTION FIVE:** The Town shall provide certain office services, at its sole determination, such as photocopying, telephone, secretarial services, and the like, to Summerfest. This provision shall not include the purchase of any materials specifically or solely for use by Summerfest. Summerfest shall provide its own envelopes, copy paper and stamps/postage.

**SECTION SIX:** The Town will provide and maintain security during the Y2025 Summerfest Event with Town Metropolitan Police Department and Emergency Management Agency personnel. The level and amount of security to be provided shall be in the sole determination of the Chief of Police. Contact information for the designated contract individuals for each of the Town and Summerfest will be provided before the event activities commence. The Town Manager shall be the Town designated official, or his/her delegee.

**SECTION SEVEN:** The Town, through Town Council approval, shall permit the establishment and operation of a beer garden on the Town Complex for the Y2025 Summerfest Event by Summerfest, or its designee; provided, however, that the beer garden conforms to all applicable Town and State of Indiana rules, regulations, Ordinances and Laws, and further provided that the beer garden is operated under valid license issued and approved by the Indiana Alcoholic Beverage Commission. Summerfest shall provide a Certificate of Insurance naming the Town of Cedar Lake and Summerfest as insureds or additional insureds, as acceptable to the Town of Cedar Lake and Summerfest, in an amount not less than \$1,000,000.00 per incident/occurrence, and not less than the amount of \$2,000,000.000 in the aggregate for the beer garden. Summerfest shall provide the types, form and amount of insurance coverage which are enumerated and listed on Exhibit A, which is attached and incorporated herein by reference, and which is approved by the Town before the establishment and operation of a beer garden on the Town Municipal Complex for the Y2025 Summerfest Event commences. It is understood by the TOWN and Summerfest that a generous portion of the profits, if any, from this activity will be utilized to defray and pay the expense of the annual fireworks display.

**SECTION EIGHT:** Summerfest shall not make any purchase on behalf of or in the name of the Town of Cedar Lake, Lake County, Indiana.

**SECTION NINE:** Summerfest shall pay the amount of Five Hundred (**\$500.00**) Dollars for its initial per diem payment consideration at least thirty (30) days before the first date for this event, as set forth herein, and the remainder of One Thousand Five Hundred (**\$1,500.00**) Dollars within thirty (30) days of completion of said event. Summerfest shall provide the Town with a complete financial statement of the Y2025 Cedar Lake Summerfest Event within ninety (90) days of the completion of the event. Further, all records, contracts, receipts, and the like, shall be made available to the Town for examination upon request. All funds, receipts, donations, etc., will be handled and accounted for by Summerfest.

**SECTION TEN:** Summerfest shall abide by all applicable Ordinances and Regulations of the Town of Cedar Lake, Lake County, Indiana, and all applicable laws of the State of Indiana, all as amended from time to time, in the conduct of the Y2025 Summerfest Event.

**SECTION ELEVEN:** Summerfest shall provide to the Town a Certificate of Insurance naming jointly the amusement ride company under contract with Summerfest and the Town of Cedar Lake, or a Certificate of Insurance whereby the Town of Cedar Lake shall be an additionally or jointly named insured as is acceptable to the Town of Cedar Lake; further, the Certificate of Insurance shall provide verified coverage in the amount of not less than \$1,000,000.00 per incident/occurrence, and not less than the amount of \$2,000,000.00 in the aggregate. Summerfest shall provide the types, form and amount of insurance coverage which are enumerated and listed on Exhibit A, which is attached and incorporated herein by reference, and which is approved by the TOWN before the establishment and operation of amusement ride activities and operation on the Town Municipal Complex for the Y2025 Summerfest Event commences.

Additionally, the fireworks display company contracted for the fireworks events shall provide a Certificate of Insurance naming the Town of Cedar Lake and Summerfest as insureds or additional insureds, as acceptable to the Town of Cedar Lake and Summerfest, in an amount not less than \$1,000,000.00 per incident/occurrence, and not less than the amount of \$2,000,000.00 in the aggregate for the fireworks display. Summerfest shall provide the types, form and amount of insurance coverage which are enumerated and listed on Exhibit A, which is attached and incorporated herein by reference, and which is approved by the TOWN before the establishment and conduct of fireworks activities on the Town Municipal Complex for the Y2025 Summerfest Event commences.

**SECTION TWELVE:** Notwithstanding all of the foregoing in this Y2025 Cedar Lake Summerfest Event Resolution, all terms, conditions and requirements set forth herein are subject to continuing review and assessment for the conditions and circumstances of the declared Public Health Emergency due to the COVID-19 Coronavirus Pandemic, and all related consequential circumstances. As a consequence, all requirements and provisions herein for the Y2025 Cedar Lake Summerfest Event are subject to revision, modification, alteration and amendment at any time, related to the event and public safety. This term of Agreement relates to all provisions of this Resolution/Agreement, including operational terms. Further, this term relates to the surety, indemnification and insurance terms herein, including types, coverages, amounts and all other aspects of the required insurance and surety required. These determinations will be made by the Town Council of the TOWN, as it deems appropriate and necessary under the circumstances at that time.



**SECTION THIRTEEN:** It is recognized that the Members, Directors, Representatives and Volunteers working with Summerfest are Volunteers providing their time, energy and services for the benefit of all residents of the Town of Cedar Lake and invitees to the Town for the Y2025 Summerfest Event.

**SECTION FOURTEEN:** Summerfest will maintain adequate insurance coverage under applicable law for the events to be conducted in the Y2025 Summerfest Event.

**SECTION FIFTEEN:** It is expressly acknowledged and stated that this Agreement is entered into by Cedar lake Summerfest Committee, Inc., after appropriate action of the members and/or authorized officers or representatives of the entity. The undersigned representative of Cedar lake Summerfest Committee, Inc., is a duly authorized representative to approve and make this Resolution.

**SECTION SIXTEEN:** This Resolution has been approved by affirmative action of the Town Council of the Town of Cedar Lake, Lake County, Indiana, at a Public Meeting of the Town Council, after a motion duly made and seconded, on the \_\_ day of \_\_, 2025, by a vote of \_\_\_\_ in favor and \_\_\_\_ against, and whereby the Town Council President and Clerk-Treasurer, respectively, were authorized and directed to execute and enter this Agreement on behalf of the Town in their representative capacities.

THIS SPACE INTENTIONALLY LEFT BLANK

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

**ALL OF WHICH IS PASSED AND RESOLVED, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025, BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.**

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

\_\_\_\_\_  
Nick Recupito, Town Council President

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

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

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

\_\_\_\_\_  
Chuck Becker, Town Council Member

\_\_\_\_\_  
Mary Joan Dickson, Town Council Member

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

ATTESTED:

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



ALL OF WHICH IS APPROVED BY THE DULY AUTHORIZED CEDAR LAKE  
SUMMERFEST COMMITTEE INC. BOARD OF DIRECTORS, THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2024.

**CEDAR LAKE SUMMERFEST COMMITTEE  
INC. BOARD OF DIRECTORS**

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice-President

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

## EXHIBIT A

### Insurance Requirements for use of Town Complex – special events

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

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

### Commercial General Liability (Occurrence Form)

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

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

### Automobile Liability

\$1,000,000 each accident

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

### Workers Compensation and Employer's Liability

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

### Umbrella Liability

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

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

Please list the following entity as an ADDITIONAL INSURED on the General Liability insurance policy.

Town of Cedar Lake, IN, its subsidiaries, affiliates, board members, directors, officers, and employees as Additional Insureds for all liability arising out of ongoing operations and completed operations.

*(Use forms CG2010 07 04 and CG2037 07 04 or equivalent forms providing similar coverage.*

***Blanket additional insured is not sufficient***) Insured will provide a 30-day written notice to Town of Cedar Lake, IN, of material changes in these insurance coverages, their cancellation or non-renewal.

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

**ORDINANCE NO: 1511**

**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 OF FIRE DEPARTMENT ADMINISTRATIVE ASSISTANT JOB POSITION FOR THE TOWN OF CEDAR LAKE FIRE DEPARTMENT, 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 21<sup>st</sup> 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, specifically the job responsibilities and duties of the Fire Department Administrative Assistant; and

**WHEREAS**, the Town Council has determined, after such review, that the need exists to amend the Fire Department Administrative Assistant job description for the expanded 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 a Fire Department Administrative Assistant; and

**WHEREAS**, the Town Council has now determined it appropriate and advisable to amend Job/Position Descriptions for a Fire Department Administrative Assistant 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, amended to include amended Exhibit "A", attached to this Amendatory Ordinance and incorporated herein, amending the Job/Employment Description for the Fire Department Administrative Assistant, 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 Amendatory 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  
POSITION DESCRIPTION  
Fire Department – Administrative Assistant**

<b>CLASS TITLE:</b>	Administrative Assistant	<b>LOCATION:</b>	Fire Department
<b>DEPARTMENT:</b>	Fire	<b>EMPLOYMENT LEVEL:</b>	Non-Exempt
<b>DIVISION:</b>	Fire Civilian		

**GENERAL PURPOSE**

Performs a variety of routine and complex clerical, secretarial and administrative work in keeping official records, providing administrative support to the administrative staff, and assisting in the administration of the standard operating policies and procedures of the Department.

**SUPERVISION RECEIVED**

Works under the direct supervision of the Cedar Lake Fire Chief.

**SUPERVISION EXERCISED**

As directed by the Cedar Lake Fire Chief

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

- ❑ Performs routine clerical and administrative work in answering telephones, receiving the public, providing customer assistance, and data processing
- ❑ Answers in-coming calls and route callers or provides information as required.
- ❑ Receives the public and answers questions; responds to inquiries from employees, citizens and others and refers, when necessary, to appropriate persons.
- ❑ Assist in the procurement of department materials and supplies.
- ❑ Operates listed office machines and equipment as required.
- ❑ Receives, stamps and distributes incoming mail, processes outgoing mail.

- ❑ Composes, types, and edits a variety of correspondence, reports, memoranda, and other material requiring judgment as to content, accuracy, and completeness.
- ❑ Inputs data to standard office and department forms; compiles data for various reports.
- ❑ Plan conferences and training sessions. Coordinates travel plans for Staff.
  - ❑ Prepares records such as notices and meeting minutes.
- ❑ Acts as custodian of departmental documents and records. Establishes and maintains filing systems, control records and indexes using moderate independent judgment.
- ❑ Maintains inventories and orders office supplies and materials, maintains departmental personnel records.
- ❑ Schedules appointments and performs other administrative and clerical duties.
- ❑ Prepares a variety of studies, reports and related information for decision-making purposes; conducts research, analysis, and prepares recommendations regarding proposals for programs, grants, services, budget, equipment, etc., as delegated.
- ❑ Provides administrative assistance to supervisor in meeting management; assembles background materials, prepares agendas, and records action items for various meetings, as delegated.
- ❑ Investigates and follows-up on citizen requests for service, complaints, and requests for information.
- ❑ Assists in the development of notices, flyers, brochures, newsletters, media releases, news articles, and other informational materials about programs and services.

### PERIPHERAL DUTIES

Assists other Town Department Heads in various clerical duties.

Operates a vehicle when necessary to travel for Town business matters.

Attend seminars and workshops related to administrative duties and responsibilities.

### DESIRED MINIMUM QUALIFICATIONS

□ Education and Experience:

- A. Graduation from a high school or GED equivalent with specialized course work in general office practices such as typing, filing, and
- B. Five (5) years of increasingly responsible related experience, or any equivalent combination of related education and experience.

□ Necessary Knowledge, Skills and Abilities:

- A. Working knowledge of computers and electronic data processing; working knowledge of modern office practices and procedures.
- B. Skill in operation of listed tools and equipment.
- C. Ability to effectively meet and deal with the public; ability to communicate effectively verbally and in writing; ability to handle stressful situations.
- D. Working knowledge of the principles and practices of modern public administration; working knowledge of human resource administration; Working knowledge of modern records management techniques;
- E. Ability to establish and maintain effective working relationships with employees, supervisors, other departments, officials and the public; Ability to communicate effectively verbally and in writing.

### SPECIAL REQUIREMENTS

Must be twenty-one (21) years or older; Must possess, or be able to obtain by time of hire, a valid driver's license without record of suspension or revocation in any State.

Obtain and maintain any additional certifications that may from time to time be required by policy, ordinance or applicable law.

No felony convictions or disqualifying criminal histories; U.S. citizen; Must be able to read and write the English language; Must be of good moral character and of temperate and industrious habits.

### TOOLS AND EQUIPMENT USED

Typewriter, personal computer, including word-processing, spreadsheet and database software; telephone, copy machine; facsimile machine, calculator.

### PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions, at times must meet the public at problem area.

While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

### WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

Reasonable accommodations may be made to enable individuals with disabilities to form the essential functions.

The noise level in the work environment is usually quiet.

### SELECTION GUIDELINES

Formal application, rating of education and experience; oral interviews and references check; job related tests may be required.



The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. As workload changes, assistance will be required to assume more responsibilities.

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

Approval: \_\_\_\_\_  
Supervisor

Approval: \_\_\_\_\_  
Appointing Authority

Effective Date: \_\_\_\_\_

Revision History

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

**ORDINANCE NO. 1510**

**AN ORDINANCE AMENDING TOWN ORDINANCE NO. 1150, BEING: "AN ORDINANCE ESTABLISHING JOB/EMPLOYMENT DESCRIPTIONS FOR THE EMPLOYEES OF THE TOWN OF CEDAR LAKE, REPEALING ALL ORDINANCES AND TOWN CODE SECTIONS, OR PORTIONS THEREOF, IN CONFLICT HERewith, INCLUDING TOWN ORDINANCE NO. 1064, AND ALL MATTERS RELATED HERETO", AMENDING AND REVISING THE JOB DESCRIPTIONS FOR THE TOWN EMS BILLING CLERK, AND ALL MATTERS RELATED THERETO.**

**WHEREAS**, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Council") has reviewed its Job Descriptions for the employees of the Town, specifically descriptions for the Town EMS Billing Clerk; and

**WHEREAS**, because of the recent addition of the Cedar Lake Metropolitan Fire Department as a municipally owned and operated fire prevention and emergency medical service provider to the Town, the Town EMS Billing Clerk's job descriptions and daily responsibilities require modification so as to ensure effective operation of the office and to ensure the continued provision of EMS billing account services to the citizens and residents of the Town; and

**WHEREAS**, the Chief of the Town Fire Department has proposed modifications and revisions to the job descriptions for the Town EMS Billing Clerk and the same have been reviewed by both Town Administrators and the Town Attorney; and

**WHEREAS**, the Town Council, after being duly advised that revisions and modifications are required to be made to the job descriptions of the Town EMS Billing Clerk so as to allow effective and efficient daily operation by the same, has determined that an Amendatory Ordinance is required to effectuate the necessary revisions and modifications to the same and to replace the existing job descriptions of the Town EMS Billing Clerk, as they were attached to "Exhibit A" in Town Ordinance No. 1150.

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

**SECTION ONE:** That the Job Description for the Town EMS Billing Clerk, attached to this Amendatory Ordinance as Exhibit "A", is hereby adopted and approved.

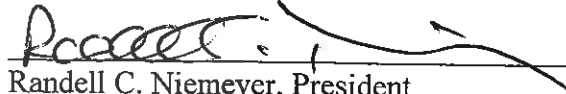
**SECTION TWO:** That the previous Job Description for the Town EMS Billing Clerk, currently in effect and included within Town Ordinance No. 1150, is hereby deemed null, void, and of no legal effect.

**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.

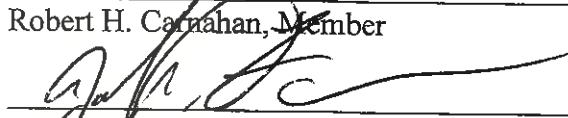
ALL OF WHICH IS PASSED AND ADOPTED THIS 7<sup>TH</sup> DAY OF Oct, 2014, BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.


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

  
Randell C. Niemeyer, President

\_\_\_\_\_  
Ralph Miller, Vice-President


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

  
John C. Foreman, Member

  
Patsy Casassa, Member

\_\_\_\_\_  
Greg Parker, Member

ATTEST:

  
Amy J. Gross, IAWC, CMC  
Clerk-Treasurer

## **EXHIBIT A**

### **TOWN OF CEDAR LAKE** **JOB DESCRIPTION** **EMS BILLING CLERK**

**CLASS TITLE:** EMS Billing Clerk    **LOCATION:** Fire Department/  
As directed

**DEPARTMENT:** Town Council/  
Fire Department    **EMPLOYMENT LEVEL:** Non-Exempt

#### **GENERAL PURPOSE**

Generates and maintains EMS accounts for efficient billing to insurance companies, Medicare, Medicaid, and patients, and the receipting of funds for reimbursement of such services rendered. Performs secretarial, data entry, supply procurement, record and file maintenance, billing and other miscellaneous duties for the Fire Chief, or other Town Official(s), as may be assigned by the Town Council. To Act, in part, as a clerical assistant to the Fire Chief.

#### **SUPERVISION RECEIVED**

Works under the general supervision of the Fire Chief, or other Town Official(s), as may be assigned by the Town Council.

#### **SUPERVISION EXERCISED**

May assist or coordinate work with other members of the Cedar Lake Fire Department with the permission of the Fire Chief

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

1. Receives and logs incoming calls and directs to appropriate party via phone and radio, responds to questions, take messages, and dispatches messages in timely manner.
2. Cooperates with firefighters and EMTs, so as not to impede their ability to perform their jobs in a quick and effective manner.
3. Maintains the EMS office supply inventory, and processes invoices for orders for payment through the proper channel within the Clerk's Office consistent with established procedure and guidelines.
4. Completes and processes injury report forms for insurance purposes, if required.

5. Conducts accurate and timely data entry to generate invoices and insurance forms (if necessary), from EMS reports for the purpose of billing for ambulance services.
6. Addresses and mails all bills, and if necessary, insurance forms in a timely manner.
7. Responsible for posting all payments received for ambulance service. All payments are to be processed consistent with the guidelines, rules and regulations of the Indiana State Board of Accounts. In the absence of the EMS Billing Clerk, all payments are to be handled by office staff in the Town Hall as assigned.
8. Responsible for monthly ambulance billing reports.
9. Works with patients via phone, fax or letter to obtain payment, additional payment or resolve billing problems.
10. Fills out all paperwork for certified letters and generates all paperwork from the computer for past due accounts that are being turned over to the Town Attorney for collection.
11. Follows all Operating Procedures, Operating Guidelines, Ordinances and Policies established by the Town of Cedar Lake in conduct of duties.
12. Consults with the Town Attorney and his/her staff regarding delinquent EMS accounts. Refers delinquent accounts to the Town Attorney office, and attends court proceedings for such accounts.
13. Maintains utmost safety and security measures to ensure compliance with all applicable laws concerning patient records, and other related matters.
14. Consults with insurance companies as needed to ensure compliance with claims and timely reimbursement to the Town.
15. Attends necessary workshops, seminars and related in order to keep current with applicable laws and procedures concerning proper and efficient EMS Billing.
16. Maintains a daily log of EMS and Fire Responses.
17. Complies with Town Personnel Policies and Procedures, as well as Indiana State Board of Accounts Procedures for billing and financial reporting, as applicable.
18. Other related duties as advised by the Fire Chief, or other Town Official(s), as may be assigned by the Town Council.

## PERIPHERAL DUTIES

Provides backup to related positions.

## DESIRED MINIMUM QUALIFICATIONS

### □ Education and Experience:

- (a) Graduation from high school Diploma or G.E.D. equivalent with specialized course work in general office practices such as typing, filing, accounting and bookkeeping; and
- (b) Two (2) years of increasingly responsible related EMS billing and medical coding experience, or any equivalent combination of related education and experience.

### □ Necessary Knowledge, Skills and Abilities:

- (a) Working knowledge of computers and electronic data processing; working knowledge of modern office practices and procedures; some knowledge of accounting principles and practices;
- (b) Skill in operation of listed tools and equipment;
- (c) Ability to effectively meet and deal with the public; ability to communicate effectively verbally and in writing; ability to handle stressful situations; and
- (d) Learn a variety of Cedar Lake Fire Department duties, methods and techniques related to EMS billing procedures.

## SPECIAL REQUIREMENTS

- (a) Must be eighteen (18) years or older at the time of employment;
- (b) No felony convictions or disqualifying criminal histories;
- (c) U.S. citizen;
- (d) Must be of good moral character and of temperate and industrious habits; and
- (e) Must possess a valid Drives License.

## TOOLS AND EQUIPMENT USED

Phone switchboard; personal computer; copy machine; postage machine; fax machine; base radio; 10-key calculator and other related equipment necessary for daily operations.

## PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

## WORK ENVIRONMENT

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

The noise level in the work environment is usually quiet, however, at times may be noisy with the sounds of sirens and the like.

## SELECTION GUIDELINES

- (a) Formal application;
- (b) Rating of education and experience;
- (c) Oral interview and reference check;
- (d) Job related tests may be required; and
- (e) Pass a pre-employment drug screening.

- The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.
- The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



## INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue  
Room N758  
Indianapolis, Indiana 46204

PHONE: (855) 463-6848

**Mike Braun, Governor**  
**Kent Abernathy, Commissioner**

February 28, 2025

Cedar Lake  
Jeff Bunge  
7408 Constitution Avenue, PO Box 707  
Cedar Lake, IN 46303

RE: Community Crossing Matching Grant Fund 2025-1

Dear Jeff Bunge:

The Indiana Department of Transportation (INDOT) has completed the review and selection of projects for funding in the 2025-1 Community Crossings Matching Grant Fund Program. Your community has preliminarily been awarded \$342,000.00 in Community Crossings Matching Grant Funds based upon your estimates from your project application(s). A Community Crossings Matching Grant award letter will be included in the Local Roads and Bridges Matching Grant Agreement as Attachment B.

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

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

Sincerely,

A handwritten signature in black ink that reads "Mike Braun".

Mike Braun, Governor

A handwritten signature in black ink that reads "Kent Abernathy".

Kent Abernathy, INDOT Commissioner





## MASTER SERVICE AGREEMENT

Agency's Name: Cedar Lake Police Department  
Agency's Address: 7408 Constitution Ave., POB 305  
Cedar Lake, Indiana 46303

Attention: Ms. Sarah Moore

Sales Rep: Megan Karsok  
Lexipol's Address: 2611 Internet Boulevard, Suite 100  
Frisco, Texas 75034

Effective Date: \_\_\_\_\_  
(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

### Cedar Lake Police Department

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

### Lexipol, LLC

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

Exhibit A

Selected Services and Associated Fees

Agency is purchasing the following:

TERM ONE				
DESCRIPTION	TERM	UNIT PRICE		EXTENDED
Law Enforcement Policy Manual & DTBs	04/1/2025-03/31/2026	\$5,000.00		\$ 5,000.00
TERM ONE TOTAL		\$ 5,000.00		\$ 5,000.00
Term One Subscription Total				\$ 5,000.00

TERM TWO				
DESCRIPTION	TERM	UNIT PRICE		EXTENDED
Law Enforcement Policy Manual & DTBs	04/1/2026-03/31/2027	\$ 10,605.78		\$ 10,605.78
TERM TWO TOTAL		\$ 10,605.78		\$ 10,605.78
Term Two Subscription Total				\$ 10,605.78

TERM THREE TOTAL				
DESCRIPTION	TERM	UNIT PRICE		EXTENDED
Law Enforcement Policy Manual & DTBs	04/1/2027-03/31/2028	\$ 11,136.07		\$ 11,136.07
TERM THREE TOTAL		\$ 11,136.07		\$ 11,136.07
Term Three Subscription Total				\$ 11,136.07

Initial Term: Three (3) Years

**Exhibit B**  
**Terms and Conditions of Service**

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

**1. Definitions.** Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

**1.1 “Agency”** means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

**1.2 “Agency Data”** means all data, information, and content owned by Agency prior to the Effective Date of this Agreement, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

**1.3 “Agreement”** means the combination of the cover sheet (signature page); Exhibit A (“Selected Services and Associated Fees”); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

**1.4 “Custom Agreement Terms”** refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

**1.5 “Effective Date”** means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in writing and defined as the “Effective Date.”

**1.6 “Initial Term”** means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A.

**1.7 “Lexipol Content”** means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

**1.8 “Services”** means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

**2. Term; Renewal.** This Agreement becomes enforceable upon signature by Agency’s authorized representative, with an Effective Date as indicated on the cover page. This Agreement shall renew in successive one-year periods (each, a “Renewal Term”) on the anniversary of the Effective Date unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

**3. Termination.**

**3.1 For Convenience; Non-Appropriation.** This Agreement may be terminated by Agency at any time for convenience (including due to lack of appropriation of funds) by providing sixty (60) days written notice to Lexipol.<sup>1</sup>

**3.2 For Cause.** This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

**3.3 Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement for any reason, Agency’s access to the Services ordered pursuant to Exhibit A herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

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<sup>1</sup> **Note:** Online Services fees are not eligible for refund, proration, or offset in the event of Agency’s termination for convenience as they are delivered in full as of the Effective Date. Fees pre-paid for Professional Services may be eligible for offset to the extent such Services have not been delivered.

4. **Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. **Terms of Service.** The following provisions govern access to and use of specific Lexipol's Services:

5.1 **Online Services.** Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS")<sup>2</sup>, Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services").

5.2 **Professional Services.** Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing<sup>3</sup>, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service.

5.3 **Account Security.** Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.4 **Agency Data.** Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

6. **Intellectual Property.** Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency and its personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol's policy Content may be incorporated into Agency's final policies<sup>4</sup>, including beyond the expiration or termination of this Agreement, but Agency may not create other Derivative Works, share Lexipol Content with third parties, or commercialize Lexipol Content in any way. As used herein, other "Derivative Works" include any work product based on or which incorporates Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol shall have no liability for Agency's creation or use of Derivative Works.

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<sup>2</sup> LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

<sup>3</sup> Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

<sup>4</sup> NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE OR FINAL PUBLICATION BY AGENCY, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, WILL BE CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

7. **Confidentiality.** Each Party may disclose information to the other Party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

8. **Warranty.** LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

9. **Indemnification; Limitation of Liability.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

10. **General Terms.**

10.1 **Entire Agreement.** This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 **General Interpretation.** The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 **Invalidity of Provisions.** Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 **Governing Law.** Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 **Waiver.** Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 **Notices.** Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

***Town of Cedar Lake***

7408 Constitution Ave

PO Box 707

Cedar Lake, IN 46303

Tel (219) 374-7400 Fax (219)374-8588



March 6, 2025

Town Council Board Members

7408 Constitution Avenue

Cedar Lake, IN 46303

Subject: Notification of Board of Safety Approval for SCBA Mounting Bracket and Installation

Dear Board Members,

I am writing to inform you that the Board of Safety approved the utilization of donated funds for the installation of 17 SCBA Mounting Brackets. This approval ensures that the project aligns with safety regulations and community infrastructure goals.

The donation funds designated for this initiative will be used as intended to enhance organization through the smart dock system. With this approval in place, we are now moving forward with the necessary steps for installation.

Thank you for your continued support.

Sincerely,

Norm Stick

Board of Safety Chairman



**MACQUEEN™**

Ship To: SAME AS BELOW

Invoice To: CEDAR LAKE VOL.FIRE DEPT  
P.O. BOX 707  
9430 W 133RD AVE  
CEDAR LAKE IN 46303

MacQueen  
4212 Perry Boulevard  
Whitestown, IN 46075  
800-382-9788

Branch 11 - INDY IN		
Date 12/03/2024	Time 9:56:50 (O)	Page 1
Account No [REDACTED]	Phone No 2193745961	[REDACTED]
Ship Via		Purchase Order QUOTE
Tax ID No		
		Salesperson 196

ESTIMATE EXPIRY DATE: 12/15/2024

**SERVICE ESTIMATE - NOT AN INVOICE**

Stock #: ? MISCELLANEOUS EQUIPMENT MS #: ?  
Make: MI Model: \*ALL  
Is to have the following work done

SMART DOCK INSTALLATION

ADDITIONAL DESCRIPTION:

TRAVEL FOR TECHNICIANS TO AND FROM FACILITY  
REMOVE OLD SCBA BRACKETS  
INSTALL NEW IMMI SMART DOCK SCBA BRACKETS  
ADJUST SMART DOCKS FOR CUSTOMER SCBA

<u>Part#</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>
[REDACTED]	IMMI SMARTDOCK	17	925.89	15740.13
IMMI SMARTDOCK GEN 2 SCBA BRACKET				
FRT	FREIGHT	1	750.00	750.00
MISCELLANEOUS CHARGES:	<u>Description</u>		<u>Price</u>	<u>Amount</u>
	SERVICE FEE			

Authorization: \_\_\_\_\_

Parts: 16490.13  
Labor: 4561.70  
Miscellaneous: 250.00  
TOTAL: 21301.83

March 4, 2025

RE: Polling place usage for the Primary Special Election

Thank you for allowing us to use your facility as a polling location. We thought we were going to have this year off of elections. The Crown Point Community School Corporation and the School City of Hobart have decided to conduct a special referendum on May 6, 2025.

We are asking you to approve our request to use your facility and confirm that our contact information is correct.

If the information is incorrect, please update accordingly. The emergency contact should be for a person who has keys to the building and can provide information if needed, as to when and where to deliver the machines. All machines are to be kept in a secure location, to avoid any tampering. Please be sure that the machines are available for the poll workers on the Monday before the election. The facility will need to be open on Tuesday, Election Day at 5:00 a.m. You can return the portion below via fax (219)755-3801 or email: [fajmamr@lakecountyin.org](mailto:fajmamr@lakecountyin.org)

Thank you in advance for allowing us to use your facility on Election Day,

Sincerely,

Michelle R. Fajman

Director Lake County Board of Elections and Registration  
[REDACTED]

Location has been approved \_\_\_\_\_

Denied/Only private locations can be Denied \_\_\_\_\_

IC 3-11-8-4 School buildings, fire stations, and all other public buildings shall be made available without charge to a county for holding an election.

INFORMATION IS CORRECT YES \_\_\_\_\_ NO \_\_\_\_\_

CL 06 CEDAR LAKE TOWN HALL

7408 CONSTITUTION AVE CEDAR LAKE IN 46303  
[REDACTED]

Emergency contact: [REDACTED]

Special Instructions :

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





**Crowe LLP**

Independent Member Crowe Global

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

February 21, 2025

The Honorable Nick Recupito  
President, Town Council  
Town of Cedar Lake  
7408 Constitution Ave  
Cedar Lake, Indiana 46303-9186

Dear President Recupito:

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

### **SCOPE OF CROWE SERVICES**

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

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

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

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

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

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

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

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

### **ACCEPTANCE OF FORMAL DELIVERABLES**

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

### **DEFINITION OF ENGAGEMENT COMPLETION**

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

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

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

### **QUALIFICATIONS**

Crowe is registered with the Municipal Securities Rulemaking Board (MSRB) and the U.S. Securities and Exchange Commission (SEC) as a Municipal Advisor. As a Municipal Advisor, Crowe is required to file a Form MA pertaining to Crowe and Form MA-I for each employee engaged in Municipal Advisory activities. These forms include information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. Such information can be viewed on the U.S Securities and Exchange Commission EDGAR Company Filings. Crowe LLP CIK#: 0001620621 filings can be viewed at:

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

Crowe's latest MA-A was accepted on February 6, 2025.

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

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

### **FEES**

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

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

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

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

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

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

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

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

### CONTRACT TERMINATION

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

This Agreement will terminate with the completion of the Scope-of-Services.

### MISCELLANEOUS

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

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

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

\* \* \* \* \*

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

(Signature Page Follows)

**ACCEPTANCE**

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

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

Town of Cedar Lake

Crowe LLP

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

February 25, 2025

\_\_\_\_\_  
Date

### **Crowe Engagement Terms**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Testing Risks, and (b) waives any claims, in tort, contract or otherwise, and any other rights against Crowe relating to or arising from such Security Testing Risks.

**ATTACHMENT A**

Crowe will provide ongoing Municipal Advisory and General Consulting services which may include the following as requested by the Town of Cedar Lake, Indiana.

- Provide general municipal advisory services
- Assist with annual continuing disclosure requirements for Town of Cedar Lake bonds
- Perform Arbitrage calculations on bonds as required
- Prepare annual economic development and/or redevelopment reports and forms as required by statute, the Indiana Department of Local Government Finance (DLGF) and the State Board of Accounts (SBOA)
- Prepare the five-year Tax Increment Finance (TIF) projection report to the Town of Cedar Lake
- Coordinate with and advise the Cedar Lake Clerk-Treasurer as necessary
- Work in conjunction with the Town of Cedar Lake legal counsel and other professionals as requested
- Prepare the annual notification to other taxing units concerning the use of TIF revenues and incremental assessed value as it relates to TIF pass-through
- Coordination with the Lake County Auditor and Assessor as requested
- Upon Town of Cedar Lake's request, attend Town Council and Redevelopment Commission meetings or other public hearings.
- Assist the Town of Cedar Lake Clerk-Treasurer and staff with the presentation materials and preparation of annual budget and other financial information as requested for both the Town and Redevelopment Commission
- Review/prepare TIF neutralization reports if requested

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

Partner/Director	\$425 - 500
Senior Manager	\$325 - 400
Manager	\$250 - 300
Staff/Senior Staff	\$175 - 225
Out-of-pocket expenses	At Cost

We will invoice you for our services on a monthly basis as services are rendered and for out of pocket expenses as they are incurred. Expenses under this engagement letter will not exceed \$35,000 without the prior approval of the Town.

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

Should the project terminate prior to completion we will invoice the Client for the time and out-of-pocket expenses through the date of project termination.



**TOWN OF CEDAR LAKE**  
**Mindi Ray, Superintendent**  
**Parks and Recreation**

7408 Constitution Ave – PO Box 707 – Cedar Lake, IN 46303  
Tel (219) 374-7400 X 1801



March 7, 2025

Cedar Lake Town Council,

Cedar Lake Park Board made a recommendation to Amend Ordinance 1507 Parks and Recreation Activities Fee and 1491 Parks and Recreation Facilities in their March 6, 2025 Park Board Meeting.

To include these changes:

**Change 1507**

To remove Clubhouse, Park Spaces and Shelter Rental Non-Profit Rates and move to 1491 Recreation Facilities in Exhibit A.

**Explanation:** This was adopted in January of 2025 to change the discount rate for Non-Profit Organizations from 50% to 25% that are registered in Lake County Indiana, servicing Cedar Lake, Indiana Residents with a limit of two (2) discounts per calendar year. Because it appears on the Exhibit of 1507, it would be best to separate from that ordinance and unify it with 1491.

**Change 1491**

1. To include employee rate on Rental Agreement

**Explanation:** The town has honored a discount of shelter spaces and Clubhouse rentals at a \$50 rate to its employees and board/commission members. I have been made aware that this discount was never reflected in previous ordinances and we should include that in the rental agreement. The employee/board discount (maybe not the discount rate) should be noted on the facilities form on this ordinance moving forward.

2. Additional verbiage on refunds to reflect tax and convenience fee charges will not be refunded.

3. Addition of Kiwanis Shelter to the rental agreement in the amount of \$100 in anticipation of the new shelter coming into the park system this summer.

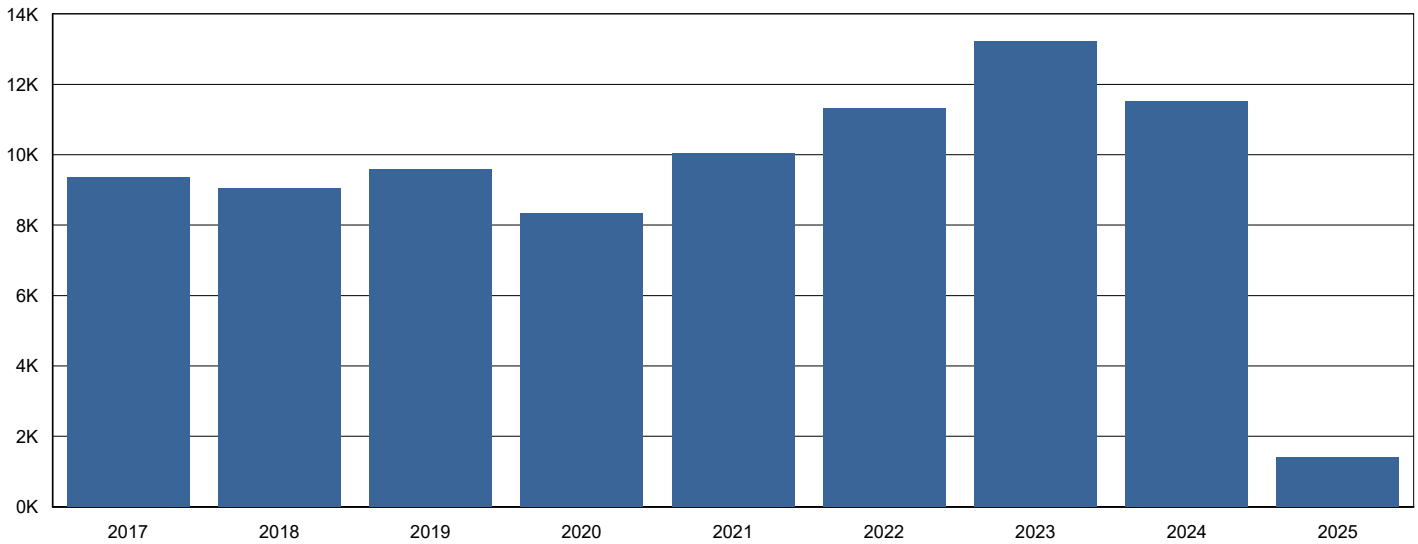
Please feel free to reach out to me with any questions or concerns you may have on the above.

Kindly,  
Mindi Ray

# Cedar Lake Police Department

## Calls for Service Analysis

1/1/2017to 2/28/2025



	2017	2018	2019	2020	2021	2022	2023	2024	2025
<b>Jan</b>	768	600	672	765	745	859	1,248	917	655
<b>Feb</b>	801	582	782	733	692	685	1,145	1,072	751
<b>Mar</b>	797	633	825	602	956	926	1,186	1,099	
<b>Apr</b>	808	652	891	350	835	844	1,209	1,050	
<b>May</b>	867	837	838	723	850	1,104	1,071	1,180	
<b>Jun</b>	862	846	821	763	940	946	1,255	1,169	
<b>Jul</b>	843	933	842	806	956	1,006	1,087	1,043	
<b>Aug</b>	800	837	901	888	877	1,060	1,091	1,001	
<b>Sep</b>	807	828	826	728	782	974	945	819	
<b>Oct</b>	666	860	742	682	829	977	1,060	895	
<b>Nov</b>	703	744	743	642	743	917	970	663	
<b>Dec</b>	645	705	710	641	818	1,020	954	597	
<b>Total</b>	<b>9,367</b>	<b>9,057</b>	<b>9,593</b>	<b>8,323</b>	<b>10,023</b>	<b>11,318</b>	<b>13,221</b>	<b>11,505</b>	<b>1,406</b>

Calls Per Day: 23.83

# Cedar Lake Police Department

## Traffic Stop Analysis

1/1/2017 to 2/28/2025



	2017	2018	2019	2020	2021	2022	2023	2024	2025
<b>Jan</b>	353	180	260	321	351	389	738	400	264
<b>Feb</b>	400	161	331	300	285	257	651	559	375
<b>Mar</b>	372	225	380	190	460	373	632	601	
<b>Apr</b>	266	229	415	21	376	324	534	509	
<b>May</b>	277	250	345	119	318	418	435	565	
<b>Jun</b>	269	260	345	182	318	283	576	508	
<b>Jul</b>	245	292	371	285	372	359	476	353	
<b>Aug</b>	249	236	366	303	364	421	479	362	
<b>Sep</b>	284	286	259	212	281	378	430	236	
<b>Oct</b>	191	302	285	182	348	417	471	287	
<b>Nov</b>	257	280	329	172	320	397	519	203	
<b>Dec</b>	186	269	317	203	357	474	415	179	
<b>Total</b>	<b>3,349</b>	<b>2,970</b>	<b>4,003</b>	<b>2,490</b>	<b>4,150</b>	<b>4,490</b>	<b>6,356</b>	<b>4,762</b>	<b>639</b>

# Cedar Lake Police Department

## Warning Analysis

1/1/2017 to 2/28/2025



	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>Jan</b>	215	105	202	275	291	305	752	400	226
<b>Feb</b>	236	99	299	253	235	236	694	539	337
<b>Mar</b>	221	125	343	154	395	396	729	538	
<b>Apr</b>	195	148	376	15	323	301	542	455	
<b>May</b>	210	225	289	112	263	461	452	503	
<b>Jun</b>	211	191	309	136	273	334	635	529	
<b>Jul</b>	166	271	316	234	338	356	504	338	
<b>Aug</b>	173	220	313	218	270	438	497	325	
<b>Sep</b>	182	228	223	188	205	433	448	220	
<b>Oct</b>	128	322	222	154	265	419	490	257	
<b>Nov</b>	161	243	260	182	258	404	506	174	
<b>Dec</b>	115	193	272	180	251	465	437	145	
<b>Total</b>	<b>2,213</b>	<b>2,370</b>	<b>3,424</b>	<b>2,101</b>	<b>3,367</b>	<b>4,548</b>	<b>6,686</b>	<b>4,423</b>	<b>563</b>

# Cedar Lake Police Department

## Citation Analysis

1/1/2017 to 2/28/2025



	2017	2018	2019	2020	2021	2022	2023	2024	2025
<b>Jan</b>	136	92	120	207	169	165	190	117	95
<b>Feb</b>	200	80	148	148	156	103	203	160	122
<b>Mar</b>	187	108	120	122	215	164	207	189	
<b>Apr</b>	142	123	102	38	126	152	209	191	
<b>May</b>	148	122	98	74	144	159	159	228	
<b>Jun</b>	164	122	107	140	156	167	189	206	
<b>Jul</b>	147	118	112	156	163	213	148	161	
<b>Aug</b>	113	83	112	193	123	229	173	198	
<b>Sep</b>	91	97	106	137	147	166	119	124	
<b>Oct</b>	85	87	113	110	147	140	147	119	
<b>Nov</b>	84	92	92	107	129	117	162	94	
<b>Dec</b>	94	93	111	85	117	147	101	75	
<b>Total</b>	<b>1,591</b>	<b>1,217</b>	<b>1,341</b>	<b>1,517</b>	<b>1,792</b>	<b>1,922</b>	<b>2,007</b>	<b>1,862</b>	<b>217</b>

# Cedar Lake Police Department

## Law Incident Analysis

1/1/2017 to 2/28/2025



	2017	2018	2019	2020	2021	2022	2023	2024	2025
<b>Jan</b>	440	459	433	499	459	501	511	538	403
<b>Feb</b>	404	451	484	454	460	432	502	488	366
<b>Mar</b>	443	461	461	427	522	546	549	547	
<b>Apr</b>	564	471	512	334	507	501	646	529	
<b>May</b>	629	624	518	642	556	674	628	693	
<b>Jun</b>	628	644	505	625	663	659	699	679	
<b>Jul</b>	659	682	510	575	652	630	660	696	
<b>Aug</b>	614	656	572	633	554	636	627	647	
<b>Sep</b>	573	575	602	573	525	578	553	596	
<b>Oct</b>	511	594	476	562	499	539	604	615	
<b>Nov</b>	488	507	444	495	429	514	494	468	
<b>Dec</b>	488	455	420	460	481	545	537	416	
<b>Total</b>	<b>6,441</b>	<b>6,579</b>	<b>5,937</b>	<b>6,279</b>	<b>6,307</b>	<b>6,755</b>	<b>7,010</b>	<b>6,912</b>	<b>769</b>

# Cedar Lake Police Department

## Arrest Analysis

1/1/2017 to 2/28/2025



	2017	2018	2019	2020	2021	2022	2023	2024	2025
<b>Jan</b>	35	21	28	40	32	29	26	32	14
<b>Feb</b>	17	8	37	22	29	28	29	25	20
<b>Mar</b>	14	20	26	10	27	31	26	27	
<b>Apr</b>	21	31	31	7	13	31	28	25	
<b>May</b>	33	39	26	24	30	25	21	26	
<b>Jun</b>	25	28	38	25	36	27	40	18	
<b>Jul</b>	21	26	25	23	26	27	27	17	
<b>Aug</b>	30	40	43	25	16	24	20	33	
<b>Sep</b>	19	34	22	31	28	19	25	22	
<b>Oct</b>	26	34	23	27	32	38	10	22	
<b>Nov</b>	24	19	20	23	19	18	20	16	
<b>Dec</b>	24	16	18	10	20	27	21	20	
<b>Total</b>	<b>289</b>	<b>316</b>	<b>337</b>	<b>267</b>	<b>308</b>	<b>324</b>	<b>293</b>	<b>283</b>	<b>34</b>



# Cedar Lake Police Department

## Arrest Offense Analysis

1/1/2017 to 2/28/2025



	2017	2018	2019	2020	2021	2022	2023	2024	2025
<b>Jan</b>	58	26	62	71	51	49	42	50	16
<b>Feb</b>	26	15	71	37	59	46	50	53	23
<b>Mar</b>	25	35	52	18	42	69	47	37	
<b>Apr</b>	40	45	45	16	21	54	46	37	
<b>May</b>	52	63	37	31	51	45	31	39	
<b>Jun</b>	35	43	62	41	68	45	62	31	
<b>Jul</b>	34	35	42	42	46	58	37	30	
<b>Aug</b>	50	49	70	44	28	48	44	45	
<b>Sep</b>	35	46	38	55	61	34	34	29	
<b>Oct</b>	40	55	33	61	63	63	12	30	
<b>Nov</b>	33	31	35	40	34	39	46	19	
<b>Dec</b>	35	19	32	21	30	59	31	27	
<b>Total</b>	<b>463</b>	<b>462</b>	<b>579</b>	<b>477</b>	<b>554</b>	<b>609</b>	<b>482</b>	<b>427</b>	<b>39</b>

## Cedar Lake Police Department

### Town Ordinance Warnings

1/1/2025 to 2/28/25

Grouped by Offense

	Jan	Feb	Total
<i>Aband Vehicle on Roadway</i>	3	0	3
<i>Abandoned Vehicle</i>	8	4	12
<i>ABANDONED VEHICLE -</i>	0	2	2
<i>Non-Use Refuse Container</i>	0	1	1
<i>NUISANCES - OPEN BURNING</i>	0	1	1
<i>OBSTRUCTION OF DRIVERS VIEW</i>	1	0	1
<i>Parking - Fire Lane</i>	0	1	1
<i>PARKING - SIGNS, POSTINGS,</i>	0	1	1
<i>Parking - Signs/Postings</i>	0	1	1
<i>PARKING - SNOW EMERGENCY</i>	0	13	13
<i>Unauthorized Accumulation</i>	1	0	1
Total	13	24	37

## Cedar Lake Police Department

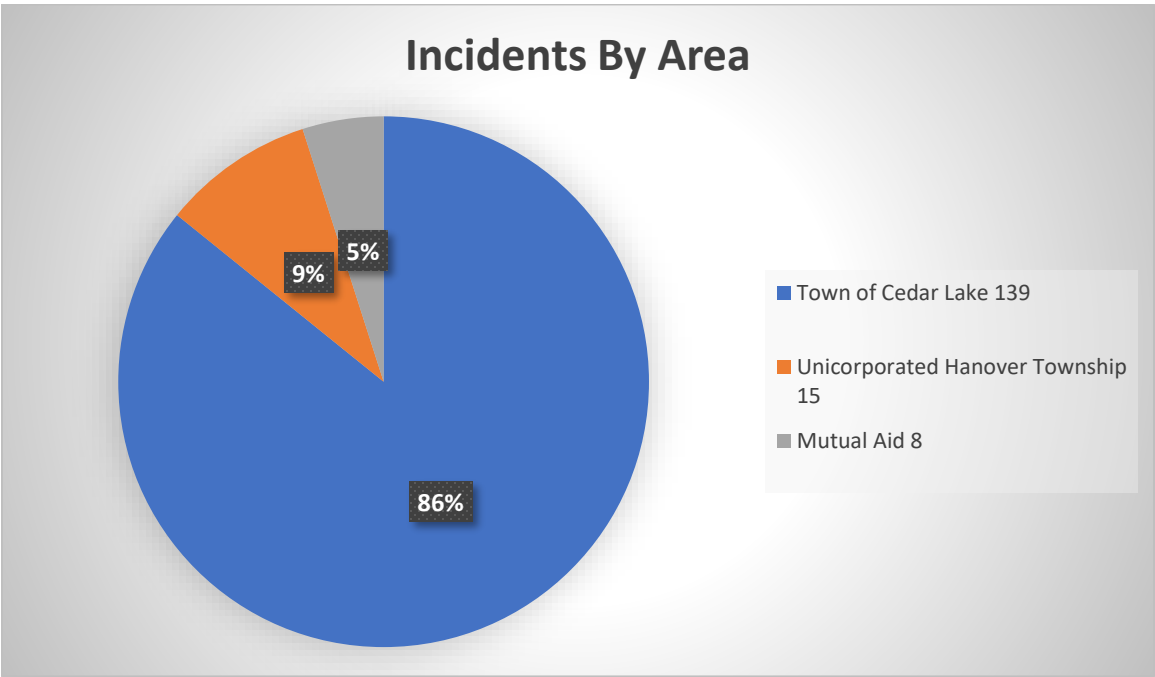
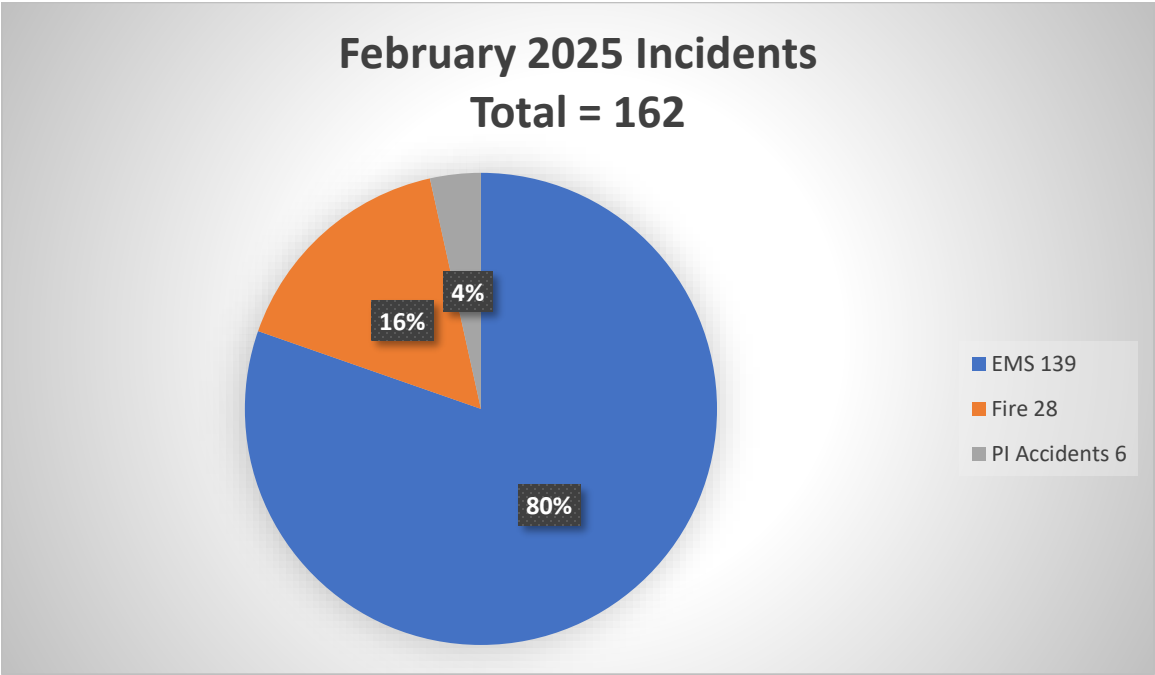
### Town Ordinance Citations

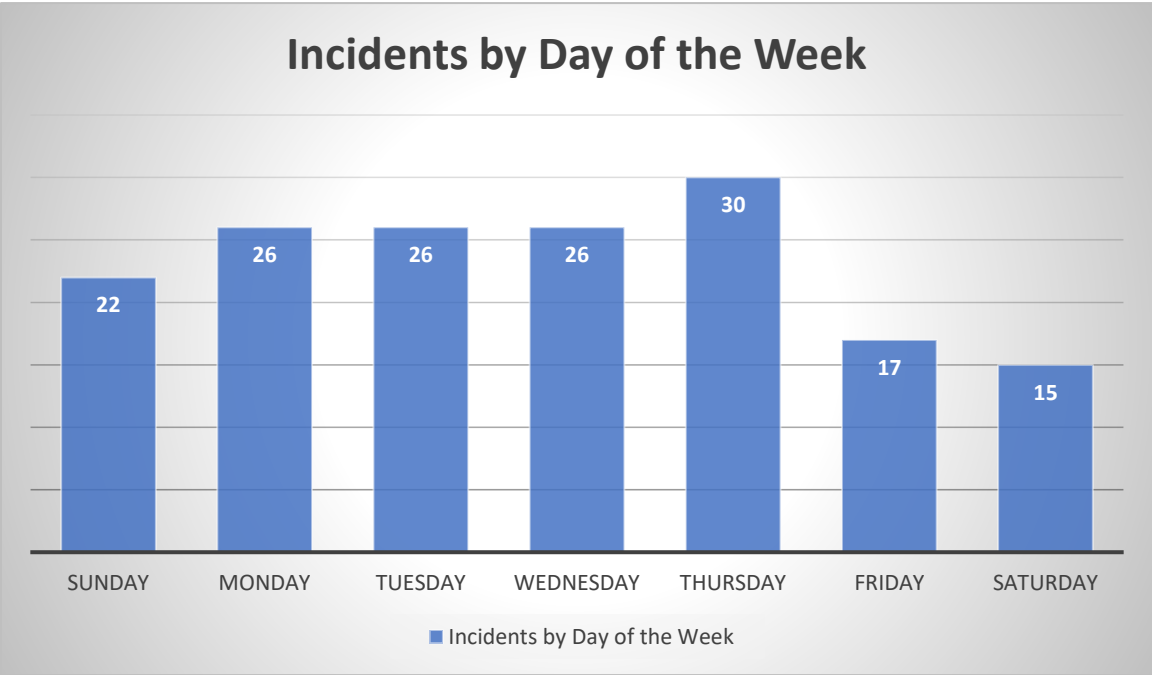
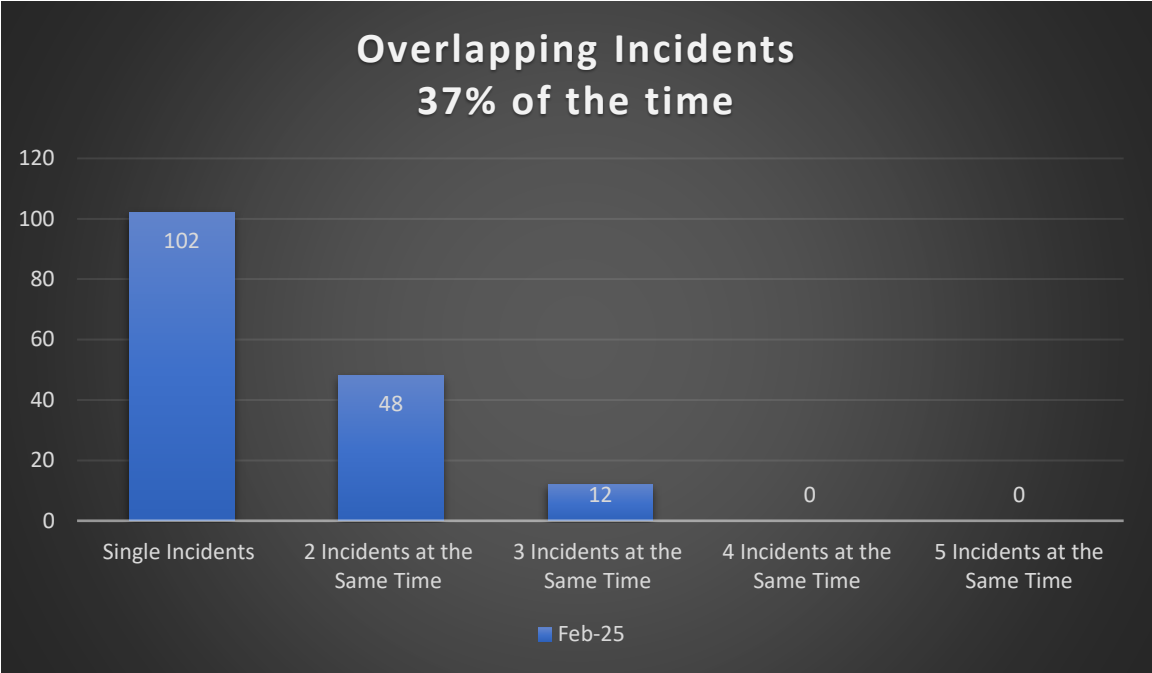
1/1/2025 to 2/28/2025

Grouped by Offense

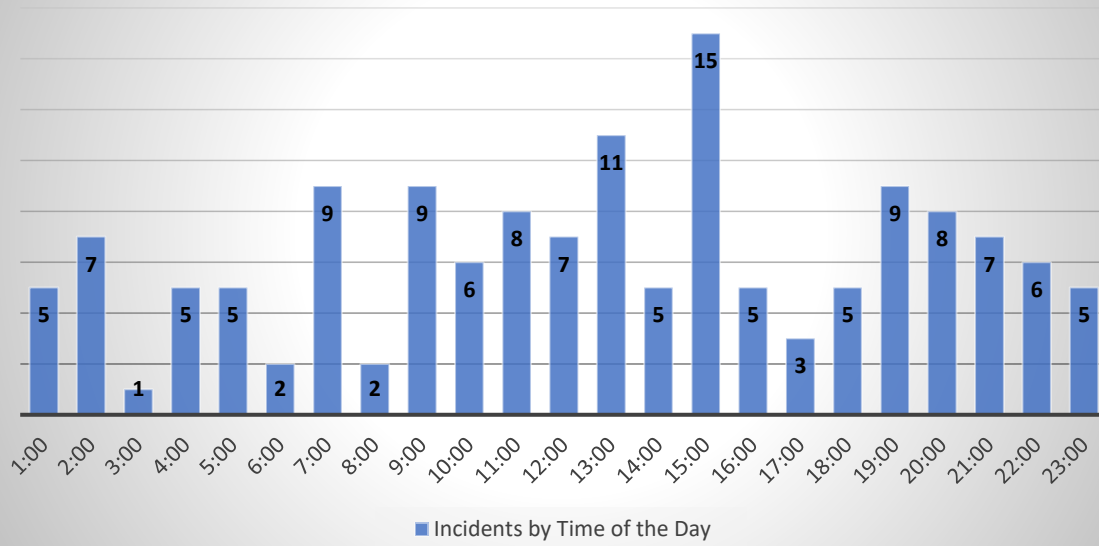
	Jan	Feb	Total
<i>Aband Vehicle on Roadway</i>	1	1	<b>2</b>
<i>Abandoned Vehicle</i>	24	32	<b>56</b>
<i>ABANDONED VEHICLE -</i>	0	1	<b>1</b>
<i>House Numbers</i>	1	1	<b>2</b>
<i>NUISANCES - ACCUMULATION</i>	7	0	<b>7</b>
<i>NUISANCES - DWELLINGS UNFIT</i>	0	2	<b>2</b>
<i>OBSTRUCTION OF DRIVERS VIEW</i>	0	1	<b>1</b>
<i>Scattering of Refuse</i>	2	2	<b>4</b>
Total	35	40	<b>75</b>

# February 2025 Operations Report

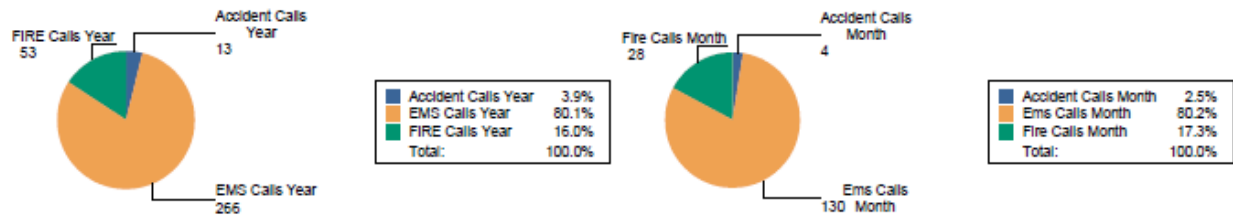




## Incidents by Time of the Day



# Cedar Lake Fire Department Monthly Summary Report 1/1/2025 to 2/28/2025



Average Daily Calls for Service: 5.72

## Yearly Totals

EMS Abdominal	9
EMS Assault	3
EMS Back Pain	5
EMS Bleeding	8
EMS Breathing	31
EMS Burns	1
EMS Chest Pain	8
EMS Choking	3
EMS Death	2
EMS Diabetic	3
EMS Fall	31
EMS Full Arrest	8
EMS Headache	1
EMS Heart Prob	6
EMS Lift Assist	52
EMS Misc	1
EMS Overdose	4
EMS Pregnancy	1
EMS Psych	8
EMS Seizure	4
EMS Sick Person	43
EMS Stroke	5
EMS Trauma	5
EMS Uncons	19
EMS Unknown	5
Fatal Accident	1
FIRE Alarm	9
FIRE Appliance	1
FIRE Assist	7
FIRE CO Alarm	7
FIRE Electrical	3
FIRE Gas IN	1
FIRE Gas OUT	1
FIRE Mutual Aid	2
FIRE Outside	3
FIRE Smoke	1
FIRE Standby	3
FIRE Structure	11
FIRE Utility	4
PD Accident	1
PI Accident	11
<b>Total for Year:</b>	<b>332</b>

## Monthly Totals

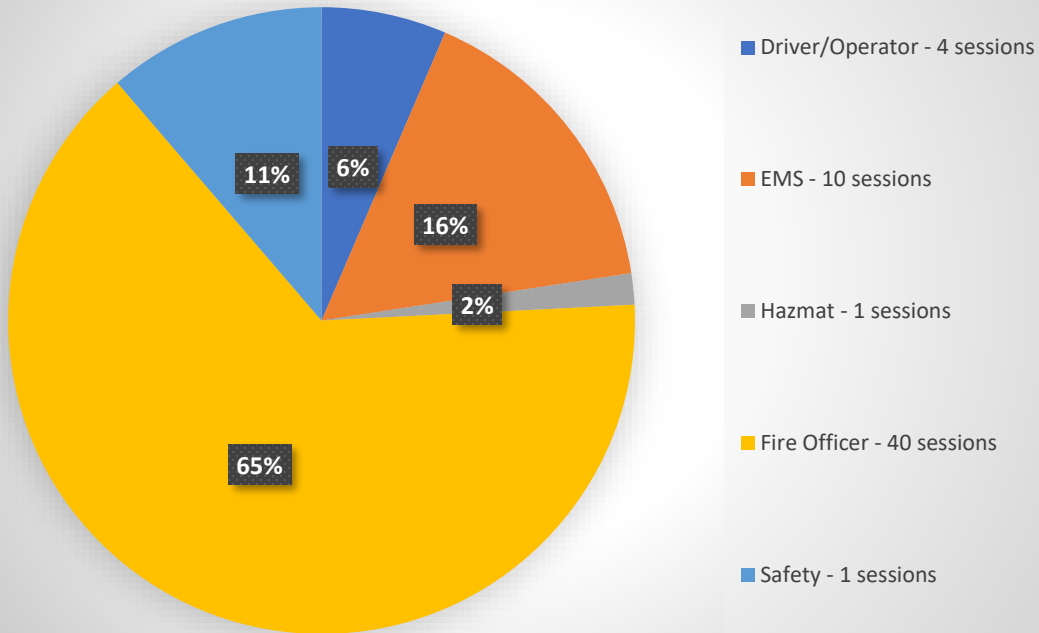
EMS Abdominal	3
EMS Assault	3
EMS Back Pain	3
EMS Bleeding	4
EMS Breathing	15
EMS Chest Pain	3
EMS Choking	1
EMS Death	2
EMS Fall	13
EMS Full Arrest	3
EMS Heart Prob	4
EMS Lift Assist	27
EMS Overdose	4
EMS Psych	3
EMS Seizure	2
EMS Sick Person	23
EMS Stroke	3
EMS Trauma	3
EMS Uncons	8
EMS Unknown	3
Fatal Accident	1
FIRE Alarm	3
FIRE Assist	4
FIRE CO Alarm	5
FIRE Electrical	2
FIRE Gas IN	1
FIRE Gas OUT	1
FIRE Outside	2
FIRE Smoke	1
FIRE Structure	8
FIRE Utility	1
PI Accident	3
<b>Total for Month:</b>	<b>162</b>



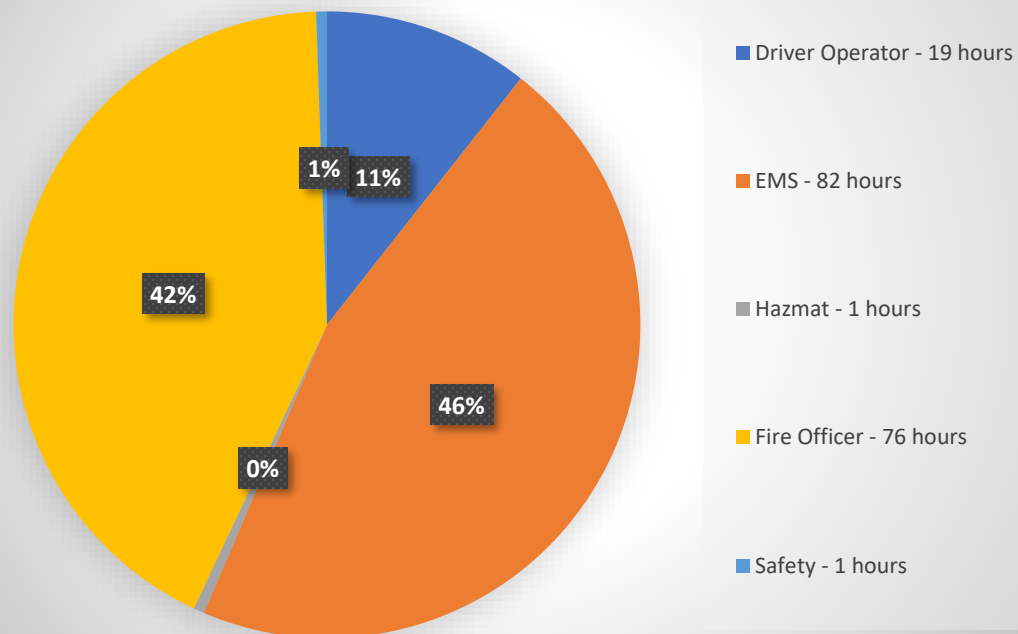
# February 2025 Training Report

## Hours Logged: 179

### Sessions by Category



### Hours by Category





**SUPERINTENDENT'S REPORT**

**February 2025**

**1. 5 Year Master Plan Update**

A Public Meeting set for March 13, 2025, 6:30pm @ Clubhouse. Notice has been made and advertised.

**2. Dog Park**

Current membership at the time of this report: 58 members

**3. Staffing**

A request to HR department to advertise a Part-time Parks Crew Worker position has been made.

**4. Upcoming Projects**

**A. Bartlett Wahlberg Park**

- Quotes were received to place sidewalk approaches to both shelters at the time of installation.  
[Seeking direction from the board.](#)
- A quote for provided to the Park Board for consideration of repairing, sealcoating and striping Bartlett Wahlberg parking lot after the new shelter is constructed.  
[Seeking direction from the board.](#)
- A quote was received to upgrade the pier to an all accessible ADA fishing pier with kayak launch for this space.  
[Seeking direction from the board.](#)

**B. Meyer Manor Park**

Sport color coating choice needs to be made. The manufacturer has confirmed that 3 colors are included in our quote. In our sub-committee planning meeting a suggestion for renderings of the below options were requested. Unfortunately, the manufacturer does not have the capability to provide us renderings.

**Options discussed:**

1. Gray court, black stripes, yellow keys
2. Gray court, yellow stripe, red keys
3. Gray court, yellow stripe, white keys.

[Seeking wishes of the board on which option the board would like to see.](#)

**C. Community Garden**

- A volunteer call out meeting has been set for March 27<sup>th</sup> @ 5:30pm at the Clubhouse. We currently have 5 volunteers RSVP to attend the meeting.

- Leo's Garden center has pledged a donation of a few house plants to raffle off to attendees at the meeting.
- Maintenance Foreman Josh Banhart is currently working on quotes for sidewalk extensions in this space and landscaping options.
- I would like to incorporate a sensory garden for youth next the garden to include a mud kitchen and a few activities for youth to enjoy the space.

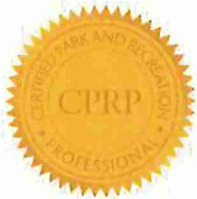
**5. Committees of Park Board**-Meetings with both sub-committees of the board took place this month.

**Program/Events Committee:** 2024 program inventory was reviewed and planning and direction of 2025 programs were discussed.

**Infrastructure and Projects Committee:** Reviewed conceptual plans for the Master Plan. Edits and suggestions were shared with the board and sent to Context to update for the March 13<sup>th</sup> Public Meeting.

## **6. Continuing Education & Networking**

- Some of the parks crew will be attending the maintenance expo presented by IPRA
- New staff are undergoing their CPR AED training in April
- Greg and I attended a Sports Summit at the South Shore Convention and Visitors Center
- I attended the Lake County Parks Parknership Meeting for this quarter, hosted at the Jean Shepard Community Center
- Greg and I met with the Cedar Lake Chamber of Commerce to discuss the opportunity to partner with existing events and brainstorm future collaborations.



I have completed and received my Certified Park and Recreation Professional Certification

## **7. Ordinance 1491-Facility Fee Schedule 1507 Facility Permit**

A recommendation to Town Council to amend this to include:

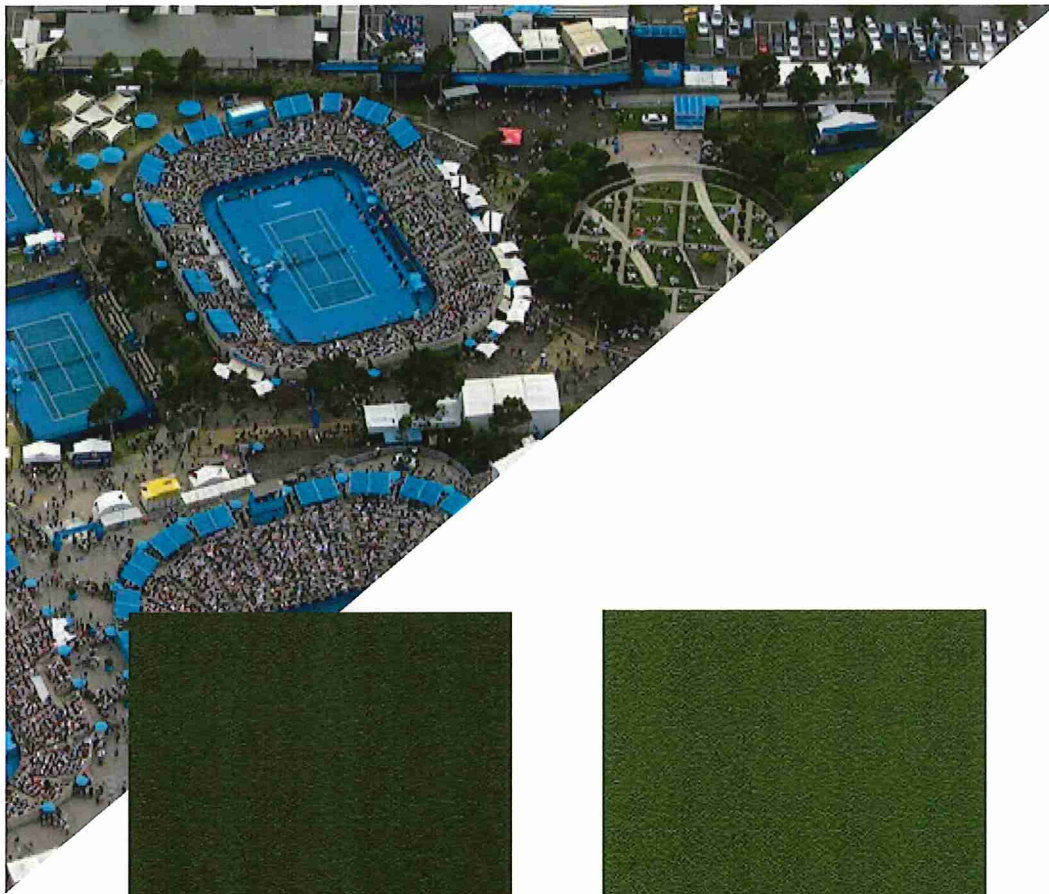
- Rental Discount of Clubhouse and Shelters for staff, boards and commissions
- Refund verbiage to state: Refunds will be refunded less tax and credit card convenience fee
- Addition of Kiwanis Park Shelter

**As always, please feel free to reach out with any questions or concerns.**

**Respectfully Submitted,**

**Mindi Ray**





DARK GREEN



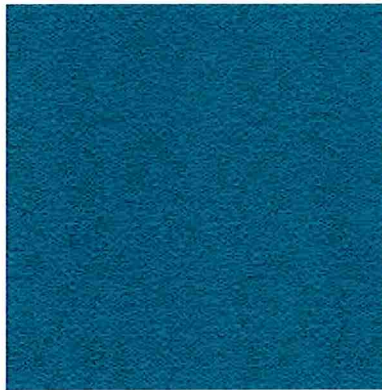
MEDIUM GREEN



LIGHT GREEN



DARK BLUE



LIGHT BLUE



PURPLE



RED



GRAY

## LINE PAINT

Also available in White and Textured White.



RED



ORANGE



YELLOW



GREEN



BLUE



BLACK

Chips on this card may vary in color and texture from the actual product. Special colors are available at a higher price based on pigments needed and production quantities.



# Plexipave®

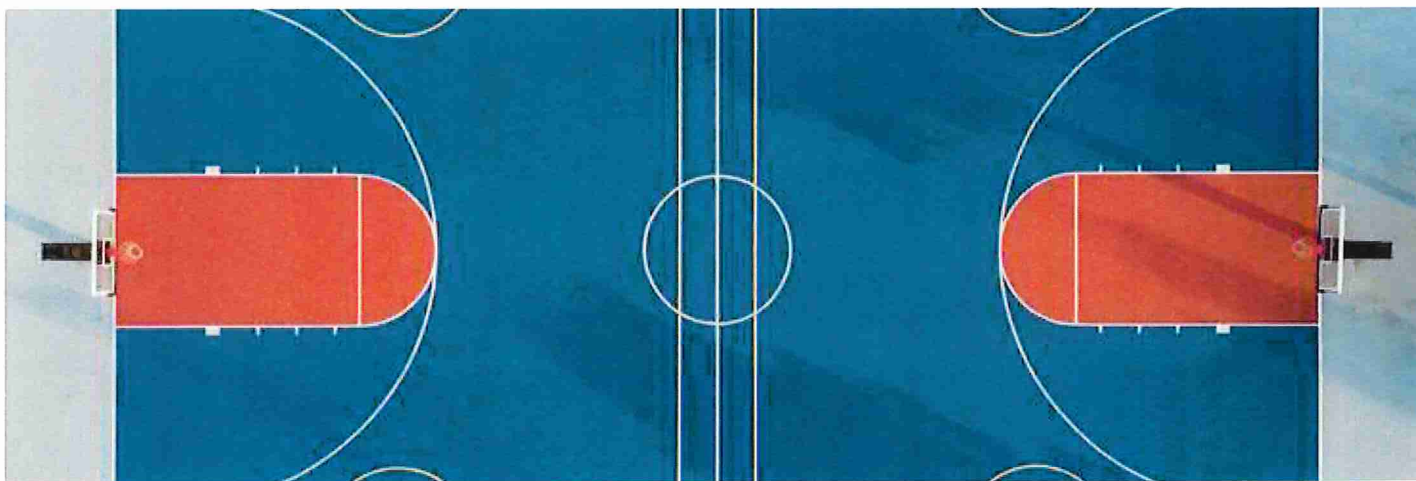
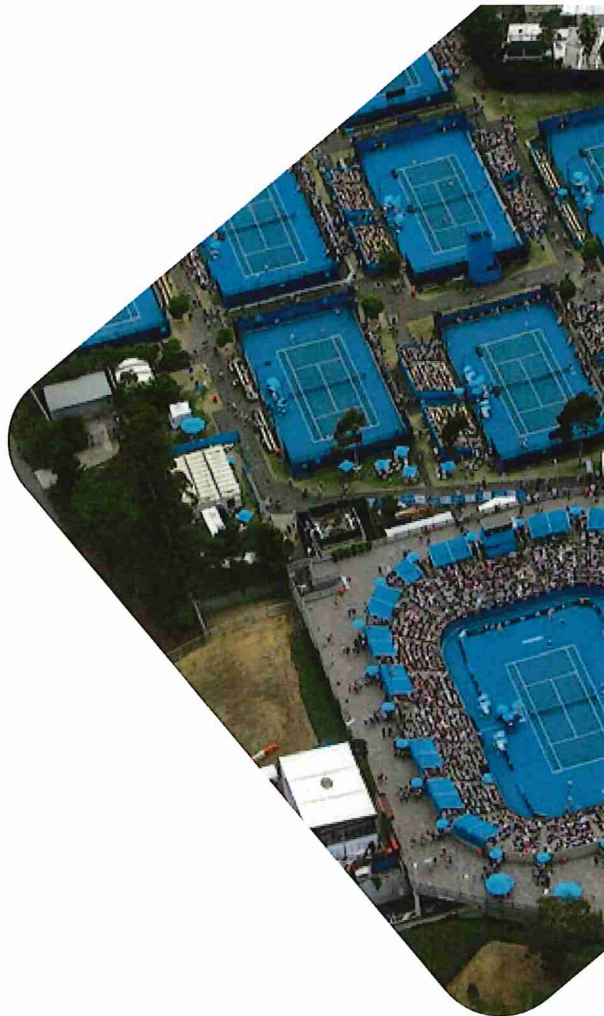
## NEW COLORS. NEW POSSIBILITIES.

Our surfaces are superior in every way — even when it comes to style. Our team actively collaborates with owners, governing bodies and event organizers in selecting colors that help balance visibility, aesthetics and surface temperature.

Plexipave Ultra Performance formulation provides an all-weather, durable, quick-drying color surface engineered to resist deterioration from UV rays. Even if you're applying to asphalt or concrete, we'll make your project a hit.

PLEXIPAVE® TENNIS SURFACES ARE AVAILABLE IN THIS ITF COURT PACE RATING CATEGORY

They can also be customized based on your personal preferences.



## MULTI-SPORT SURFACE SOLUTIONS FOR:



BASKETBALL



PICKLEBALL



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TENNIS



NETBALL



MULTI-PURPOSE

## AFFILIATIONS



## Town of Cedar Lake

### Office of Building, Zoning, and Planning

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

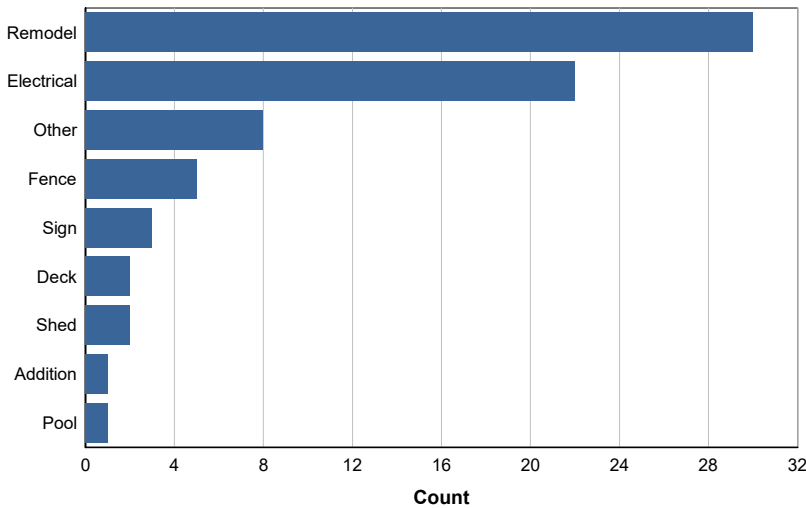
Tel (219) 374-7000 - Fax (219) 374-8588



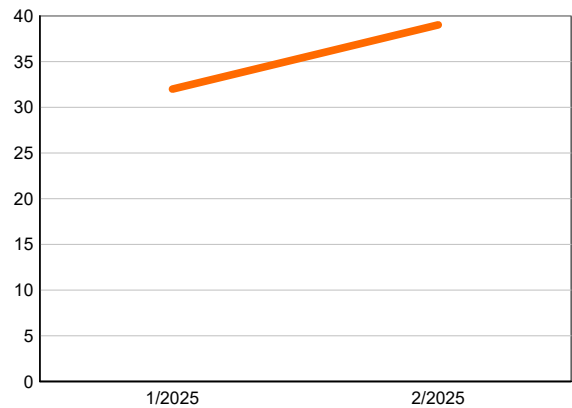
## Report of All Other Permits

1/1/2025 to 2/28/2025

Grouped by Month



### Permits by Month



### January 2025

Residential Permits: **28**

Commercial Permits: **3**

Church Permits: **1**

Total of Other Permits: **32**

Residential Permits Value: **\$574,280**

Commercial Permits Value: **\$1,700**

Church Permits Value: **\$9,486**

Total Value of All Other Permits: **\$585,466**

### February 2025

Residential Permits: **35**

Commercial Permits: **1**

Church Permits: **1**

Open Space Permits: **2**

Total of Other Permits: **39**

Residential Permits Value: **\$519,024**

Commercial Permits Value: **\$500**

Church Permits Value: **\$5,000**

Open Space Permits Value: **\$3,000**

Total Value of All Other Permits: **\$527,524**

Grand Total of Other Permits: **71**

Grand Total Value of All Other Permits: **\$1,112,990**

**Town of Cedar Lake**

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

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

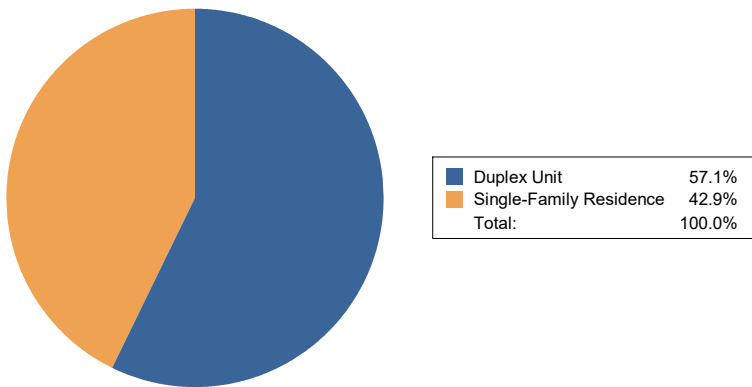


**Report of All New Construction Permits**

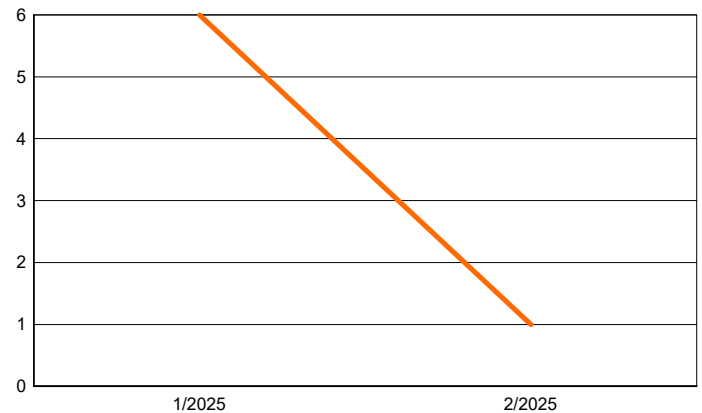
**1/1/2025 to 2/28/2025**

**Grouped by Month**

**New Construction Type**



**Permits by Month**



**January 2025**

Residential New Construction Permits: **6**

New Residential Construction Value: **\$1,615,000**

New Construction Permits: **6**

Total Value of Construction for January: **\$1,615,000**

**February 2025**

Residential New Construction Permits: **1**

New Residential Construction Value: **\$350,000**

New Construction Permits: **1**

Total Value of Construction for February: **\$350,000**

Total New Construction Permits: **7**

Total Value of New Construction: **\$1,965,000**

Total Residential New Construction Permits: **7**

Total Value of New Residential Construction: **\$1,965,000**

Total Commercial New Construction Permits: **0**

Total Value of New Commercial Construction:

Total School New Construction Permits: **0**

Total Value of New School Construction:





March 18, 2025

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

Attention: Jeff Bunge – Town Manager

Re: Town Engineer Report for March 18, 2025 Town Council Meeting  
(CBBEL Project No.: [REDACTED])

Dear Council Members:

This letter summarizes Christopher B. Burke Engineering, LLC (CBBEL) Town Engineer activities for reporting and action (as necessary) for the March 18, 2025 Town Council meeting. This report covers activities for the period of February 17, 2025 through March 18, 2025.

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

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

### 2) MS4 Coordination

*No Change from Previous Report.* CBBEL has started the 2024 annual report for the Town. CBBEL has been coordinating with Public Works staff to obtain 2024 maintenance records in accordance with reporting requirements. CBBEL staff have also begun completing Quarter 1 MS4 construction site inspections for 2025.

### 3) NIRPC/State Legislature/INDOT/IDNR Updates

The Town was notified on April 21, 2023 that two of the five project applications were accepted into the draft 2024-2028 TIP. The Town projects that are included in the TIP are the raising of 133rd Avenue from Robin's Nest to Colfax Avenue and the Founders Creek Multi-Use Path. The 133rd Avenue project is programmed in 2025 for construction (PROTECT funds) at \$454,504.00 federal funds and \$113,626.00 local match. The second project is the design and construction of the Founders Creek Multi-Use Path (Transportation

Alternative funds). The project is programmed for design in 2026 (\$72,685.00 federal funds and \$32,000.00 local match) and for construction in 2028 (\$1,422,430.00 federal funds and \$355,608.00 local match). These values will most likely be adjusted for projected inflation.

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

- **Pickerell Creek Culvert Replacement on 147<sup>th</sup> Avenue (PROTECT funds, Environmental Application)**
  - Requested PE/ROW: Local Only
  - Estimate: \$824,320.00 (construction and inspection). 80/20 match.
  - Rank 1
- **133rd Avenue Sidewalk, From Faith Church to Robin's Nest (STBG funds, Complete Streets Application)**
  - Requested PE/ROW: \$35,000.00
  - Estimate: \$1,266,300.00 (construction and inspection). 80/20 match.
  - Rank 2
- **Fleet Replacement** application submitted by Drive Clean Indiana on behalf of the Town. Included a new vac truck, payload, and street sweeper.
  - Estimate: \$1,046,000.00
  - Rank 3

CBBEL attended the NIRPC Transportation Committee meeting on March 4<sup>th</sup>. NIRPC announced that no new projects were being programmed into the 2026-2030 TIP due to funding shortfalls caused by the creation of the new UZA, volatility in the new administration's transportation related funding programs/policies, and stagnated funding increases moving into these trailing years. NIRPC has committed to funding "transformational" projects in the region that are cost prohibitive to including projects from other municipalities.

The 124<sup>th</sup> Indiana General Assembly has convened and bills of note or initiatives are summarized below:

**CCMG/Wheel Tax Requirements:** The Funding Indiana's Roads for a Stronger, Safer Tomorrow (FIRSST) taskforce is considering a requirement that a community must adopt a Wheel and/or Excise tax to be eligible for Community Crossing funding. This would close a perceived funding shortfall in local road funding.

**House Bill 1037 – Stormwater Management:** Provides that a unit does not have the power to adopt a law, rule, ordinance, or regulation that is more stringent than or exceeds in

any manner the requirements of the IDEM Construction Stormwater General Permit (CSGP). Provides that if a law, rule, ordinance, or regulation is more stringent than or exceeds the CSGP, then (1) the law, rule, ordinance, or regulation is void; and (2) the unit must continue to discharge its duties under IDEM's CSGP program. **ACTION:** The bill was referred to the Senate Environmental Affairs Committee on February 18<sup>th</sup>.

**House Bill 1198 – Local Public Works Projects:** Changes the amount of a public work project that a board may perform using its own workforce, without awarding a contract, from an estimated cost of less than \$250,000 to an estimated cost of less than \$375,000, adjusted annually to account for inflation. Provides that the department of local government finance shall annually publish the adjusted cost estimate threshold on the department's website. Removes the distinction between a political subdivision that is a school corporation and a political subdivision that is not a school corporation for the cost of a public work project that is not subject to certain procedures. Provides that if a federal grant is to be issued to fund a portion of the construction on a public work project, the successful bidder has 90 days to proceed with the contract. Provides that plans and specifications approved by an architect or engineer are not required for certain public work on a public building. **ACTION:** Passed the Senate 46-3 with amendments on March 11<sup>th</sup> and referred back to the House.

**House Bill 1312 – Public Notices:** The bill would create a state portal for publishing public notices and would allow the option for municipalities to post notices on the portal free of charge. **ACTION:** Passed the House 57-36 after an amendment was voted down on February 18<sup>th</sup> and referred to the Senate Local Government Committee.

**House Bill 1460: Drainage Systems:** Requires a unit to use data from the most recent: (1) Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps; and (2) National Oceanic and Atmospheric Administration Atlas 14; to calculate and regulate storm water runoff from a developed or undeveloped plat. Authorizes a unit to use data from another state that is in proximity to the developed or undeveloped plat under consideration, as appropriate under the circumstances. Requires a plan commission or plat committee to take action on a plat application, including meeting with any stakeholders with a financial interest in the application, not later than 30 days after receiving the application. Provides that if a plan commission or plat committee fails to make written findings and a decision granting or denying primary approval to a plat not later than 60 days after a public hearing, then the plat is considered to have received primary approval. **ACTION:** Passed the Senate Local Government committee March 10<sup>th</sup>.

**House Bill 1461 – Road Funding:** Increases the maximum rate a county containing a consolidated city may impose for the county wheel tax and the county vehicle excise tax. Requires a consolidated city to appropriate money received from county transportation taxes for the construction, reconstruction, and preservation of the consolidated city's highways. Beginning in 2026, lowers the percentage of funds distributed to counties, cities, and towns (local units) from the motor vehicle highway account that must be used for construction, reconstruction, and preservation of a local unit's highways if certain conditions related to pavement quality are satisfied. Removes a limitation on the Indiana finance authority's (IFA) authorization to issue revenue bonds or notes to finance highway and road construction projects while retaining the \$10,000,000 limitation on annual payments on all the bonds and notes for railroad crossing upgrade projects. Reinstates a previously

sunsetting provision to allow the IFA to issue grant anticipation revenue bonds or notes to finance highway and road construction projects. Provides, on the basis of the balance of money in the local road and bridge matching grant fund (matching fund), beginning on June 30, 2025, and annually on June 30 thereafter, for the: (1) allocation of money in the matching fund among local units; and (2) transfer of money from the matching fund for specified transportation purposes. Provides for enhanced grant amounts for certain local units. Requires, beginning January 1, 2028, a local unit to adopt an ordinance to impose the: (1) county transportation taxes; and (2) municipal vehicle excise tax and municipal wheel tax (municipal transportation taxes), unless the municipality is not eligible to adopt an ordinance to impose municipal transportation taxes; to be eligible to apply for a grant from the matching fund. Reduces the required local matching amounts applicable to certain local units, if the department approves a grant from the matching fund. Provides that a township must transfer a certain percentage of the township's budget to a fund established for the improvement and maintenance of the roads and infrastructure within the township's boundaries. **ACTION:** Passed the House 72-21 on February 20<sup>th</sup> and was referred to the Senate Homeland Security and Transportation Committee on March 3<sup>rd</sup>.

**Senate Bill 5 – State Fiscal and Contracting Matters:** The bill would require all local units that receive state appropriations (which is all of them, since all units receive MVH and LRS money at least) to go through a public bidding process for all contracts and projects except for legal services and emergency situations. It would also void all existing contracts that were not put through a public bidding process. **Action:** Passed the Senate 49-0 on January 28<sup>th</sup> and referred to the Senate Ways and Means Committee on March 3<sup>rd</sup>.

#### 4) Other Funding Opportunities

- **Crack Sealing and Striping Project, Community Crossing Grant, 2023-2:** *No Change from Previous Report.* The final pay application was provided to the Town on May 24<sup>th</sup> with the final balancing change order. The final contract is \$160,488.92, which is \$1,570.92 over the awarded budget. Close-out documentation will be completed this fall as required by the CCMG program.
- **Community Crossing Grant, 2024-2:** The Shades Phase 2 project was awarded to Rieth-Riley Construction Company, Inc. at the February 18<sup>th</sup> Town Council meeting. Signed contracts and supporting documentation was submitted to INDOT prior to the CCMG deadline to procure funds totaling \$770,092.09. CBBEL is currently completing utility coordination for the project waiting for NIPSCO to complete a gas main relocation within the project limits. We hope the project will start in late April or early May.
- **INDOT Safety Project Notice of Funding Availability:** *No Change from Previous Report.* CBBEL submitted three applications for this NOFA on October 11<sup>th</sup>. INDOT allocated \$50 million for the entire state. This made the call extremely competitive. Each project was scoped to be eligible for Highway Safety Improvement Programs (HSIP) funding with a 90/10 match. Projects are required to be completed within the next two years. The following applications were submitted:
  - Signage and Striping Modifications at Lake Shore Drive & Cline Avenue,

Hilltop Street & W. 129<sup>th</sup> Avenue, Lake Shore Drive and Hilltop Street.  
Estimate: \$28,000.00. Town Share: \$2,800.00

- **Update:** This application was awarded funding.
- Signage/Striping Modifications & Pavement Restoration on Parrish Avenue from W. 125<sup>th</sup> Avenue to W. 126<sup>th</sup> Place. Estimate: \$162,000.00. Town Share: \$16,200.00
  - **Update:** This application was awarded funding.

CBBEL and the Town Clerk-Treasurer attended an early coordination meeting at INDOT on December 9<sup>th</sup> to discuss the requirements of each project. Each project is required to follow the LPA guidance procedures for usage of INDOT funds. These projects must be completed prior to FY 2027.

- **USDOT, Safe Streets and Roads for All (SS4A):** *No Change from Previous Report.* This program provides funding for both planning and implementation (construction) of infrastructure and initiatives designed to prevent death and serious injury on roads and streets. Applicable planning documents must already be completed to be eligible for implementation grants. More information can be found at <https://www.transportation.gov/grants/SS4A>.

CBBEL personnel and Town staff held a public meeting on June 12<sup>th</sup> to discuss the draft Local Road Safety Plan. The public meeting was required to meet public participation requirements of the self-certification process for the plan. The report is a necessary part of requirements to be eligible for SS4A implementation funding in 2025 and future HSIP funding.

## 5) Town Street Committee & Roadway Items

- 141<sup>st</sup> Avenue Corridor (Parrish Avenue to West Corporate Limit): CBBEL received the corridor survey on November 14<sup>th</sup>. Preliminary design of the corridor is on-going. The geotechnical report from AES was received on February 28<sup>th</sup>.
- 133<sup>rd</sup> Avenue Road Raise: The letting for this project was reprogrammed for November 2025 based on continued INDOT environmental review and added scope related to the geotechnical findings within the corridor. This has moved the Stage 3 submittal date to March 21, 2025 and moved the project into 2026 for construction.
- Shades AA/AB Paving Projects: CBBEL was directed to include the Shades AA and AB subdivisions in the CCMG 2025-01 funding call. Applications for both subdivisions were submitted for consideration in the CCMG program on January 29<sup>th</sup>. Both applications were awarded a total of \$342,000.00, which was the full request. CBBEL will finalize plans and bid documents for each project.
  - Shades AA: Murton Dr, W. 129<sup>th</sup> Pl, W. 129<sup>th</sup> Ln, W. 130<sup>th</sup> Ave, Knight St, Fulton St, Morse Ln. All roads are located northeast of Hilltop Street and Lake Shore Drive.
    - Project scope includes a mix between a 2-inch HMA overlay, mill/overlay, pavement patching, swale restoration, etc.

- Project Length: 0.77 miles
    - Cost Estimate: \$321,900.00 or +/- \$42k/mile
  - Shades AB: W. 130<sup>th</sup> Pl, W. 131<sup>st</sup> Ave, W. 131<sup>st</sup> Pl, Morse Street, W. 132<sup>nd</sup> Ave, W. 132<sup>nd</sup> Pl, W. 132<sup>nd</sup> Ln. All roads are located northeast of SIP coffeehouse and Dollar General.
    - Project scope includes a 2-inch HMA overlay, mill overlay, curb/gutter on Morse Street, minor storm sewer upgrades, swale restoration, etc.
    - Project Length: 0.83 miles
    - Cost Estimate: \$364,600.00 or +/- \$44k/mile
  - Railroad At-Grade Sidewalk Crossing: No Change from Previous Report. CBBEL received the PE agreement from the Norfolk Southern Railroad and their engineering consultant (AECOM) on June 10<sup>th</sup> for the proposed crossing at 141<sup>st</sup> Avenue near the Hanover Central Middle School. The PE agreement was estimated at \$24,612.00 that would cover costs incurred by Norfolk Southern Railroad and AECOM during design and review of the crossing (Concept, 30%, 60%, 90%, 100% reviews). Any signal improvements (as necessary) and other construction items are the responsibility of the Town.
- The other three crossings at 141<sup>st</sup> Avenue between Beacon Pointe/Beacon Pointe East, 137<sup>th</sup> Avenue between Kiwanis Park and Winding Creek – Unit 2, and 133<sup>rd</sup> Avenue on the CSX Railroad are on hold until further direction is provided.
- Road Impact Fee: No Change from Previous Report. CBBEL provided a memorandum on June 23, 2024 summarizing costs and tasks related to implementing a Road Impact Fee on new developments.
  - Police-Fire Buildings: CBBEL is completing on-going coordination with the police-fire team. CBBEL is completing the last submittal review with Hawk for the EVP project. A pre-construction meeting was held for the EVP project on February 13<sup>th</sup>. Submittal reviews are almost complete and Notice to Proceed will be provided shortly.
  - Community Development Block Grant Funding: The Town was notified on January 6<sup>th</sup> that the Town's CBDG allotment for 2025 would be \$93,955.00. Historically, these funds have been used to repair ADA ramps and sidewalks throughout the Town. The application deadline for these funds is May 5<sup>th</sup>.

## 6) Water Utility

The Robin's Nest Pump Upgrades installation began the week of March 3<sup>rd</sup>. The installation is substantially complete and the Krystal Oaks tank is full as of March 14<sup>th</sup>. The service area will remain on a boil advisory until early next week as tests are still being run on the new system.

The Paradise Cove Well and Chemical Treatment Upgrades Permit was issued on March 12<sup>th</sup>. CBBEL is working with Public Works staff to coordinate procurement of equipment and a contractor. We will have additional information soon.



It is our understanding that the PER has successfully been amended to allow for usage of the existing SRF funds for the Robin's Nest upgrades. Portions of this work will not be eligible since some parts are not made in the USA and potential Davis Bacon Wage Rate stipulations may be triggered for a contractor.

CBBEL is coordinating with Schilling Development/DVG to complete construction permits for the Lakeside South water connection between Lakeside North and the 141<sup>st</sup> Avenue transmission main. The Townwide Master Plan completion is on-going in conjunction with the current eastside water permitting. This document is continuing development as several parts of the report are still in flux.

## **7) Plan Commission**

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

- Bugaboo Subdivision: *No Change from Previous Report*. CBBEL provided a comment letter to the Applicant on August 11<sup>th</sup> and is awaiting a response.
- Novak Parcel (129<sup>th</sup> Ave/US-41): *No Change from Previous Report*. CBBEL has been advised by the Applicant's Engineer that this project has been restarted based on the previously submitted plan. Therefore, CBBEL has entered this back to active status and it is in the queue to be reviewed.
- Lakeside South PUD: CBBEL, Town officials, and Schilling Development have agreed to a water infrastructure build-out plan for Lakeside South. It is our understanding that platting of Phase 1 and completion of the PUD document will be on the April meetings.
- Lakeside North, Unit 2, Block 2 Final Plat: CBBEL is coordinating with the Developer and engineer for this item to re-appear on the April meetings.
- Founders Creek PUD: CBBEL issued a comment letter for the Applicant to address on September 15, 2023.
- Red Cedars PUD: CBBEL issued a comment letter for the Applicant to address on December 1, 2023.
- Bay Bridge PUD: CBBEL issued a comment letter for the Applicant to address on September 15, 2023.
- NIPSCO Mobile Station: CBBEL issued a letter recommending approval with four contingencies on February 14<sup>th</sup>.
- NIPSCO Hager Substation: CBBEL received a re-submittal for this project on March 12<sup>th</sup>. This project is currently under review.
- Starcevich Estates 2-Lot Subdivision: CBBEL issued a comment letter on March 5<sup>th</sup> for the Applicant to address.
- M&M Warehouse (Railside, Lot 17): CBBEL issued a comment letter on March 13<sup>th</sup> for the Applicant to address.
- NRAA Family Investments (Railside, Lot 6): CBBEL received a submittal for this project on February 24<sup>th</sup>. This project is currently under review.
- Henns Holding (Railside, Lot 26): CBBEL received a submittal for this project on February 24<sup>th</sup>. This project is currently under review.
- Vroom Estates 1-Lot Subdivision: CBBEL issued a comment letter on March 13<sup>th</sup> for the Applicant to address.
- Subdivision Ordinance/Development Standards Manual Update: CBBEL has begun

updates to the DSM and is currently on-going.

#### **8) Stormwater Management Board**

7513 W. 136th Avenue, Woodland Shores: The Board was notified that the parcel owner who brought the concern to the board's attention had recently sold the property. The Storm Board determined to table further effort on the easement acquisition until the new owner(s) appear at a Storm Board meeting. The item will still remain on the update items list. **The Town Attorney provided finalized easement documents for the "Osan" parcel on February 2<sup>nd</sup>. It is our understanding that Town officials will contact the property owner to obtain a signature. No Change.**

Woods of Cedar Creek: Town staff has reviewed documentation on acquired easements prior to the Phase 1 project being completed. Three residents did not provide access before the Phase 1 project. Two of those parcels are under new ownership and staff will reach out to determine if a Phase 2 project is possible. **Construction of the project is substantially complete. Pay Application #1 and the balancing Charge Order #1 were approved at the December 10<sup>th</sup> meeting. A 5% retainage was withheld to evaluate the sod in the Spring and repair any damaged sprinklers. No Change.**

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

7320 W. 140th Place, Straight's CN Subdivision: CBBEL presented a concept plan to the Board at the March meeting. Based on conversations at the meeting with the homeowner, the scope of the project will be revised to re-shaping an existing ditchline, stabilization, tree clearing, and culvert replacements. **The first appraisal was forwarded to the Town on February 11<sup>th</sup>. The second appraisal was forwarded to the Town on February 19<sup>th</sup>. It is our understanding that Town Council and Town Attorney will execute the purchase of this parcel.**

Wilson Ditch Projects, 8235-8337 W. 128<sup>th</sup> Place: Public Works will be completing installation of an additional inlet at the corner of Wrightwood Street and W. 128<sup>th</sup> Place to capture runoff within the vicinity. Additionally, an estimate is being prepared for a streambank stabilization project in front of 8337 W. 128<sup>th</sup> Place. **The project has been completed at the corner of Wrightwood Street and W. 128<sup>th</sup> Place. The streambank stabilization project was included in the 2024 project scoring and most likely will be quoted since there is specialty work involved. One easement will be required for the ditch project. CBBEL will reach out to the property owner regarding easement or ROW acquisition soon. No Change.**

Meyer Manor Terrance/Lake Shore Drive Storm Sewer: Additional information was presented to Storm Board at the September meeting. This storm sewer system consists of multiple different pipe materials, blind connections, and failing pipes. This will be a significant project that is most likely beyond the annual budget constraints of Storm Board. This will be part of a larger capital improvement project at a later date. **The topographic survey was received on March 12<sup>th</sup>. A survey verification field visit was completed on**



**March 13-14<sup>th</sup>. Additional coordination is required with DVG to complete some survey gaps before a preliminary plan can be completed.**

10708 W. 133<sup>rd</sup> Place, Hanover Plat C: A resident attended the February Storm Board meeting to note a poor drainage area around their house and downstream outlet issues. CBBEL completed a field inspection to gain a better understanding of the area. CBBEL has also been coordinating with Public Works staff to camera a section of storm sewer that crosses from north to south under W. 133<sup>rd</sup> Place.

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

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

## **9) Building Department**

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

Ordinance Updates: An updated floodplain ordinance was sent to Town staff on January 31, 2024. CBBEL has completed our draft updates to the Stormwater Ordinance and Technical Standards Manual. The documents will be provided for the Town to review soon.

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

Sincerely,



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

L060015 Council Report 031625.docx

CC:                Director of Operations  
                     Building Administrator  
                     Planning Director  
                     Town Attorney

Attachments:    Project Status Report  
                     All Projects Schedule

# Town of Cedar Lake – Project Status Report

## Christopher B. Burke Engineering, LLC

updated 03/16/25

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
060015.00001	Town Council	n/a	Town Council Report for 03/18/25 meeting	Completed	03/16/25
060015.00002	Plan Commission	n/a	Plan Reviews & LOC Inspections	Plan Commission Meetings and Review of Plan Applications. See letter for details.	ongoing
060015.00003	Stormwater Management Board	n/a	Review and reporting concerning agenda action items	Reviewing items as requested and reporting status to Storm Board. See letter for details.	ongoing, as requested
060015.00006	Stormwater Cost of Services Study	n/a	ERU calculation review	Ongoing review of ERU calculations for parcels requested by Town.	ongoing, as requested
220178	Cedar Lake Dredging Project	\$71,620 (annual)	Construction Observation	<i>No Change from Previous Report.</i> CBBEL and the Town Public Works Department have been coordinating the continued dewatering of the Sediment Dewatering Facility. The SDF is currently at 4 ft. and being slowly drawn down. CBBEL provided an estimate to Town staff to fence the remaining portion of the SDF site or +/- 3,260 ft. of additional 6 ft. high chain link fence. Based on <u>2022</u> bids for the project, the estimated cost to fence the remaining portion of the property is \$72,698 to \$114,100. – 03/16/25 Council Report for details.	ongoing
230324	Shades Subdivision Project, Phase 2	TBD	Design/Construction Observation	The Shades Phase 2 project was awarded to Rieth-Riley Construction Company, Inc. at the February 18 <sup>th</sup> Town Council meeting. Signed contracts and supporting documentation was submitted to INDOT prior to the CCMG deadline to procure funds totaling \$770,092.09. CBBEL is currently completing utility coordination for the project waiting for NIPSCO to complete a gas main relocation within the project limits. We hope the project will start in late April or early May. – see 03/16/25 Council Report for details.	ongoing
090043	MS4 Coordination	\$19,400 (annual)	MS4 Coordination Services & Development	<i>No Change from Previous Report.</i> CBBEL has started the 2024 annual report for the Town. CBBEL has been coordinating with Public Works staff to obtain 2024 maintenance records in accordance with reporting requirements. CBBEL staff have also begun completing Quarter 1 MS4 construction site inspections for 2025. – see 03/16/25 Council Report for details.	ongoing

Cedar Lake All Projects' Schedules

	2024												2025												2026													
	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12		
Shades Subdivision, Phase 2 (CCMG 2024-2)																																						
Construction																																						
Shades AA/AB Subdivisions (CCMG 2025-01)																																						
Construction																																						
133rd Road Raise (DES No. 2301117)																																						
Construction																																						