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**April 1, 2025**

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ALL TOWN FUNDS	\$98,498.25
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WASTEWATER OPERATING	\$61,177.28
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WATER UTILITY	\$26,957.18
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STORM WATER	\$10,157.54
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PAYROLL 03/27/25 & 04/01/25	\$315,530.70
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# Town of Cedar Lake

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

## \*OFFICE USE ONLY

DOCKET NO. \_\_\_\_\_  
FILING FEE 100.00  
RECEIPT NO. 1760368

## PLANNING APPLICATION

PROPERTY ADDRESS: 13713 Parrish Ave ZONING B-1  
TAX KEY NUMBER(S): \_\_\_\_\_

### PETITIONER(S) INFORMATION

NAME: Diamond Peak Homes Phone: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_ Email: \_\_\_\_\_

### OWNER(S) INFORMATION

NAME: Diamond Peak Homes Phone: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_ Email: \_\_\_\_\_

REQUEST (check all that apply):

SUBDIVISION:

☐ Concept Plan

☐ Preliminary Plat

☐ Final Plat

☒ Rezone

☐ Site Plan

☐ PUD Amendment

DESCRIBE THE REQUEST:

Rezone 13713 Parrish Avenue from B-1 to R#-2

I (We), the undersigned, now state that the information contained in this application and all attached exhibits are true and correct to the best of my (our) knowledge.

Signature(s) of Owner(s)

Signature(s) of Petitioner(s)

STATE OF INDIANA )  
) SS:  
COUNTY OF LAKE )

STATE OF INDIANA )  
) SS:  
COUNTY OF LAKE )

Subscribed and sworn to before me on this 6 day of  
February, 2025

Subscribed and sworn to before me on this 6 day of  
February, 2025

Notary Public

My Commission expires: \_\_\_\_\_

Notary Public

My Commission expires: \_\_\_\_\_





**NOTICE OF PUBLIC HEARING  
Zoning Classification**

Notice is hereby given that the Town of Cedar Lake Plan Commission will hold a Public Hearing on **Wednesday, March 19, 2025 at 7:00pm** in the Cedar Lake Town Hall, 7408 Constitution Avenue, Cedar Lake, Indiana, to consider the application of:

**Owner:** Diamond Peak Homes, 1313 White Hawk Drive, Crown Point, IN 46307

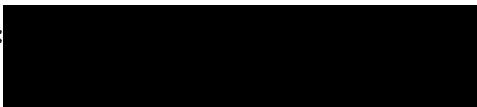
**Petitioner:** Michael Herbers, Diamond Peak Homes, 1313 White Hawk Drive, Crown Point, IN 46307

**Vicinity:** 13713 Parrish Avenue, Cedar Lake, IN 46303

**Legal Description:**

Beacon Pointe Unit 5 Lot 28

**Tax Key Number(s):**



**Request:**

Petitioner is requesting a reclassification of the Lot from a B-1 zoning to R-2 in the current Zoning District.

A copy of the proposal is on file for your examination before the public hearing in the Planning, Building & Zoning Department at the Cedar Lake Town Hall at the above address or online at [hearings.cedarlakein.org](https://hearings.cedarlakein.org).

Any written objections to the proposal that are filed with the secretary of the Board of Zoning Appeals before the public hearing will be considered. Oral comments concerning the proposal will be heard during the public hearing. The public hearing may be continued from time to time as may be found necessary.

Plan Commission  
Cedar Lake, IN



45-15-28-427-016.000-014

Zoom to

[Assessor Link Click Here](#)  
[Recorder Link Click Here](#)

Parcel Number  
**45-15-28-427-016.000-014**

Owner  
**Diamond Peak Homes LLC**

Site Address  
**13713 Parrish AVE, CEDAR LAKE, IN 46303**

Mailing Address  
**1313 White Hawk DR, Crown Point, IN 4630**

Tax Code  
**014**

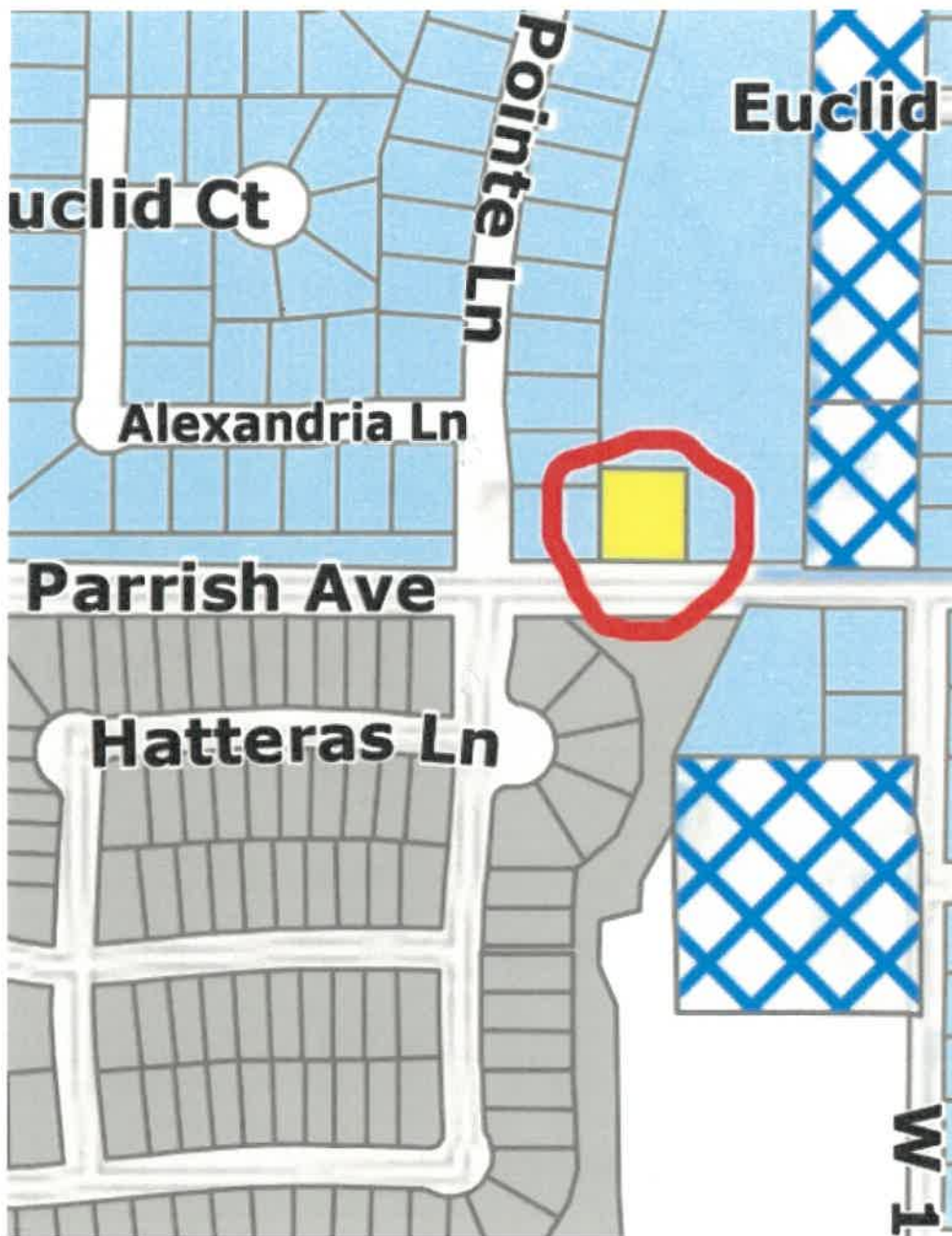
Tax Description  
**Cedar Lake-Han**

Legal Description  
**Beacon Pointe Unit 5 Lot 28**

GIS Acreage Estimate  
**0.383887 (For Assessed Acreage [Click Here](#))**

Section Township Range  
**28 34N 09W**







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

**ORDINANCE NO. 1512**

**AN ORDINANCE AMENDING TOWN PARKS AND RECREATION ACTIVITIES FEE ORDINANCE NO. 1507, BEING: "AN ORDINANCE AMENDING TOWN PARKS AND RECREATION ACTIVITIES FEE ORDINANCE NO. 1322, BEING 'AN ORDINANCE AMENDING AN ACTIVITIES FEE SCHEDULE FOR THE TOWN DEPARTMENT OF PARKS AND RECREATION, AND ALL MATTERS RELATED THERETO' REPEALING ALL TOWN CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT HERewith, AND ALL MATTERS RELATED THERETO", REPEALING ALL TOWN CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT HERewith, AND ALL MATTERS RELATED THERETO.**

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

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

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

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

**WHEREAS**, the Town Council did, thereafter, on the 7<sup>th</sup> day of January, 2025, pass and adopt Town Ordinance No. 1507, amending the activities fee schedule for the Town Parks and Recreation functions and activities; and

**WHEREAS**, the Town Council has been advised by the Town Parks Superintendent that amendment is now recommended to said Town Ordinance No.1507 for the Activities Fee Schedule for current Town Parks and Recreation functions and activities; and

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

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

**SECTION ONE:** That the Recreation and Activities Fee Schedule for the Town Parks Department attached hereto, incorporated herein, and marked as Exhibit “A”, be amended, as recommended by the Town Park Superintendent, as the fees for the recreations and activities by the Parks and Recreation Department of the Town, is hereby approved and adopted as an amended activity fee rental rates for non-profit entities.

**SECTION TWO:** That all remaining terms and provisions of Town Ordinance No. 955, Town Ordinance No. 1133, Town Ordinance No. 1242, Town Ordinance No. 1322, and Town Ordinance No. 1507, and any amendments thereto not inconsistent herewith, are hereby ratified and reaffirmed, and hereby declared to remain in full force and effect.

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

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



Exhibit "A"  
Recreation and Activities/Fees

Activities

Arts, Crafts, & Holiday Activities                      not to exceed \$50.00 per session

Classes/Workshops    not to exceed \$65.00 per session

Sports and Recreation

Sports and Recreation Classes                      not to exceed \$75.00 per session

    Fitness/Exercise    not to exceed \$15.00 per class

    Yoga    not to exceed \$20.00 per class

    Soccer skills & drills                                      not to exceed \$100 per session

Sports Leagues    not to exceed \$120.00 per season

Summer Camps

Summer Camps/Classes                              not to exceed \$200.00 per week

    Daily    not to exceed \$50.00 per day

    Full Week    not to exceed \$200.00 per week

Field Trips and Transportation

Guided Trips or Transportation                      not to exceed \$350.00 per person

Musical Concerts and Events

not to exceed \$50.00 per person

Dog Park

Dog Park 7-Day Pass 1 dog                      not to exceed \$20.00

Dog Park 7-Day Pass 2 dogs                      not to exceed \$25.00



## 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 POLICE TRAINING REIMBURSEMENT AGREEMENT**

This Police Training Reimbursement Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, by and through its duly appointed Board of Safety (hereinafter collectively referred to as “Town”) and \_\_\_\_\_ (hereinafter referred to as “Applicant”).

### **RECITALS**

**WHEREAS**, the Applicant has made application to the Town for the position of Police Officer; and

**WHEREAS**, in order to acquire the necessary professional knowledge, skill, method and technique required for police work with the Town, the Applicant will be required to participate in police training required by the Town; and

**WHEREAS**, the Town makes a substantial investment of time and money in providing for the equipment and training for newly hired Officers to the Cedar Lake Police Department; and

**WHEREAS**, the Town is entitled to expect a reasonable return on such investment, in terms of commitment of time and devotion to duty of the prospective Applicant; and

**WHEREAS**, it has become more prevalent, with the advent of the transfer of pension rights pursuant to statute, for an officer to leave the police department and the community which has provided for their training prior to serving on such police department for a reasonable period of time.

**NOW THEREFORE, IT IS AGREED AS FOLLOWS:**

### **COVENANTS**

1. Both Town and Applicant agree that the Recitals are incorporated herein by reference as if fully stated herein.

2. The Applicant agrees to participate in all training requested of him by the Town, which training may consist of any or all of the following:

- a. Indiana Law Enforcement Academy;
- b. Waiver process through the Indiana Law Enforcement Academy;
- c. In-house (on the job training);

d. Emergency Medical Technician school.

The Applicant agrees to successfully complete such training and obtain the necessary and appropriate certification for any such training. In the event that the Town extends a final offer of employment to the Applicant, he or she agrees to serve as a Probationary Patrolman, and subsequently, as a police officer for the Town in any duty assignment prescribed. The Applicant does further agree to devote full-time to any necessary training and subsequent service as a police officer for the Town and to perform all assignments in a satisfactory manner.

3. The Town agrees to provide, at its sole discretion, any necessary law enforcement training to the Applicant deemed necessary by the Town and to be responsible for payment of all related expenses in connection therewith, including food and lodging on the premises while the Applicant is in training, if required. The Town agrees to provide, at its sole discretion, in-house training for the Applicant during those periods of time that said Applicant is employed with the Town.

4. The Applicant acknowledges that in addition to any training that may be provided by the Town, he or she will also be provided with a uniform and other police equipment by the Town. Because of the fact that the total costs and expenses incurred by the Town for the training and equipping of the Applicant are difficult to ascertain with any degree of certainty, resulting in part from the continual change and increase in the costs of training and equipment, said Applicant agrees to pay to the Town:

a. the greater of the actual expenses incurred by the Town, including salary, expenses, uniforms, school, training and equipment, and any and all other expenses incurred by the Town, or the sum of Ten Thousand Dollars (\$10,000.00), as agreed upon liquidated damages for training and/or equipment, in the event that said Applicant terminates his employment with the Town within the first sixty (60) months subsequent to the taking of the oath of office as a police officer for the Town and said Applicant, while employed by the Town, has started or completed training at either the Indiana Law Enforcement Academy or Emergency Medical Technician School at the Town's expense; or

b. the greater of the actual expenses incurred by the Town, including salary, expenses, uniforms, school, training and equipment, and any and all other expenses incurred by the Town, or the sum of Three Thousand Five Hundred Dollars (\$3,500.00),

as agreed upon liquidated damages for training and/or equipment, in the event that said Applicant terminates his employment with the Town within the first sixty (60) months subsequent to the taking of the oath of office as a police officer for the Town and said Applicant, while employed by the Town, has not yet started training at either the Indiana Law Enforcement Academy or Emergency Medical Technician School, or has completed the same at his own expense or the expense of another.

c. all sums due the Town under this agreement by the Applicant shall be due and payable, in full, thirty (30) days after the Applicant's employment as a Police Officer terminates, for any reason, with the Town and shall bear interest at the rate of 8% per annum, and in the event that the Town initiates a civil lawsuit to recover and/or collect the liquidated damages set forth above, the Applicant agrees to pay the reasonable attorney's fees and court costs incurred by the Town.

5. The Applicant agrees that amounts owed, pursuant to this Agreement, shall be deducted from the Applicant's final paycheck from the Town of Cedar Lake, Lake County, Indiana, and any remaining monies still owed by Applicant shall remain due and owing by Applicant according to the terms of the Agreement. Applicant further agrees to and authorizes the Town to withhold said amount(s) from Applicant's final paycheck.

6. In no event shall liquidated damages, as set forth above, be assessed if the Applicant fails to satisfactorily complete training at the Indiana Law Enforcement Academy, Emergency Medical Technician School or terminates his or her employment during the first sixty (60) months because of a disabling illness or injury which renders said Applicant physically unable to perform his or her duties as a police officer for the Town, as verified by a competent physician approved by the Town.

7. The exceptions set forth in Paragraph 4 above shall not apply in the event that the Town determines, in its sole discretion, that there is substantial evidence that the Applicant would have otherwise been dismissed from his employment as a police officer for the Town as a result of misrepresenting his or her basic qualifications for employment, or has otherwise caused his or her illness or injury.

8. The Applicant acknowledges that he or she meets the basic qualifications for employment as set forth below:

a. U.S. citizen;

- b. High school diploma or equivalent thereof;
- c. No felony convictions;
- d. Valid Indiana driver's license;
- e. Weight proportionate to height;

9. The Applicant acknowledges that he or she must undergo and satisfactorily pass each of the following:

- a. Physical agility test;
- b. Oral interview with members of the Board of Metropolitan Police Commissioners and Chief of Police;
- c. Extensive background search;
- d. Psychological test;
- e. Any other testing procedures as may be required by the Town.

10. The Applicant acknowledges and represents that the information contained on his or her formal application and the information given to personnel of the Town conducting any background investigation of the Applicant is accurate, truthful and complete.

11. In the event that within sixty (60) months subsequent to the execution of this Agreement, the Applicant is: (a) called to active military duty; (b) has his or her probationary period extended by the Town for any reason whatsoever; or (c) is granted a temporary leave of absence by the Town, then the period within which said Applicant is required to make payment of liquidated damages, as set forth above, shall be extended in an amount equal to the length of time that the Applicant is unable to actively serve, for those reasons set forth above, as a police officer for the Town.

12. This Agreement shall become effective upon the execution of this Agreement by the Applicant and the Town, and shall remain in full force and effect for a period of sixty (60) months following said date of execution, unless extended as provided in Paragraph 11 above.

13. The Applicant expressly acknowledges that this Agreement is not intended to be and shall not be construed as a contract of employment with the Town. Applicant further acknowledges that if the Town, in its sole discretion, determines that the Applicant has not satisfactorily passed and completed all portions of the required testing and evaluations, the Town will not, and it shall not be required to, extend a final offer of employment to the Applicant.



14. If the Town pursues legal action to enforce any of the terms and/or obligations as enumerated throughout the Agreement, Applicant shall be responsible for payment to the Town of its reasonable attorney's fees incurred during said legal action, including all collection costs, court costs, and related fees.

15. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

16. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subject to the expungement of the invalid provision.

17. This Agreement shall be construed in accordance with the laws of the State of Indiana, and embodies the entire agreement between the parties hereto. Each party acknowledge that there are no inducements, promises, terms, conditions or obligations made or entered into other than those expressly contained herein.

18. This Agreement has been approved by the Cedar Lake Board of Safety by an affirmative vote of \_\_\_ in favor and \_\_\_ against during regular public meeting held on the \_\_\_\_ day of \_\_\_\_\_, and the Chief of Police has been authorized and directed to enter into said Agreement on behalf of the Town.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_,

**[SIGNATURES ON FOLLOWING PAGE]**

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

**APPLICANT**

By: \_\_\_\_\_  
Chief of Police (signature)  
\_\_\_\_\_  
JOHN G. GRUSZKA  
Printed Name  
\_\_\_\_\_  
Date Signed

By: \_\_\_\_\_  
Applicant (signature)  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Date Signed

Approved: \_\_\_\_\_  
Town Council President

\_\_\_\_\_  
Date

Approved \_\_\_\_\_  
Town Clerk-Treasurer

\_\_\_\_\_  
Date

# *HIGGINS OVERHEAD DOOR, LLC*

## *ESTIMATE*

TO: Cedar Lake Fire and EMS  
9430 W 133rd Ave  
PO Box 459  
Cedar Lake, IN

Date: 3/17/2025  
(Prices Valid for 30 Days)  
Estimate No: [REDACTED]  
Email Address:  
nick.marger@cedarlakein.org

Project Name: Ambulance Bay Section Repair

**We propose to hereby furnish material and labor-complete in accordance with the specifications below:**

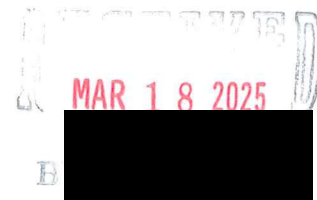
One (1) 18'-2" x 24" CHI 3216 section, white, double end stiles, one (1) CHI strut for 18'-2" door, one set of cables from CHI, labor to complete

Material:	\$1,025.00
Estimated Labor Range:	\$274.00-429.00

\*NOTE \* Tax Exempt Certificate on file.

\*NOTE\* Job is quoted as time and material based. Additional repairs and damaged parts may be additional.

**HIGGINS**  
OVERHEAD DOOR



1305 Erie Ct., Crown Point, IN, 46307  
219-663-2231  
www.higginsoverheaddoor.com  
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# ***HIGGINS OVERHEAD DOOR, LLC***

**Disclaimer:** Shipping and delivery conditions are conditioned upon and subject to the current market conditions and although we will do our best to have the products and services to you in a timely fashion, we are but one part in the chain of manufacturing and labor to deliver the product and install same. The above party to whom this estimate is directed is aware and acknowledges said potential and likely delays and with said knowledge chooses to proceed understanding the delays stated herein. Client also acknowledges that once the product is ordered, if same cannot be cancelled without charge, then the client remains responsible for same, delays or no delays.

Due to unpredictability in the markets, all prices are subject to change and no pricing shall be held for any amount of time stated or unstated. The above party hereby is aware and acknowledges that all prices shall only be finalized at time of order and is responsible for any increased price.

**Payment Terms:** Net 15 days from date of invoice.

# HIGGINS

OVERHEAD DOOR

**ACCEPTANCE OF PROPOSAL** – The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. I hereby accept the manufacturer's warranties and guarantees and the warranties of Higgins Overhead Door based on the work and products above. A copy of the warranties is provided on the next page and shall be on the completed work order at time of work completion. I understand that Higgins Overhead Door does not guarantee any existing conditions including, but not limited to, existing framing or structure, concrete or flooring, electrical power or wiring, and that any such additional work to rectify said conditions will be at the customer's sole responsibility. Payment terms are listed above and are accepted. I understand that all past due accounts incur interest at 1.5% per month and are subject to all costs of collection, including, but not limited to, Attorney Fees and Court Costs. Doors, sections, operators, or parts will be ordered as described above. I understand that the deposit is non-refundable, and that the order cannot be cancelled after it has been placed.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Title: \_\_\_\_\_

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

**Order will not be placed unless the estimate is signed and returned to Higgins Overhead Door, and deposit paid, if applicable, according to the above payment terms.**

**Estimates may be returned to [quotes@higginsoverheaddoor.com](mailto:quotes@higginsoverheaddoor.com)**

**No unilateral changes are to be made by the customer/consumer.**



1305 Erie Ct., Crown Point, IN, 46307

219-663-2231

[www.higginsoverheaddoor.com](http://www.higginsoverheaddoor.com)

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# *HIGGINS OVERHEAD DOOR, LLC*

## Commercial Warranty

**TERMS AND CONDITIONS:** Customer agrees that all service work noted on the front is completed, working and satisfactory. Customer agrees it has been made aware of any safety issues, any items needing replacement or any further work needed. Customer is responsible for the costs incurred during the service call and payment to be made as agreed upon. It is expressly agreed that the seller will retain title to any equipment and or materials furnished, even material installed and affixed, until final and complete payment is made. If payment is not made as agreed, Higgins Overhead Door shall have express authority to remove said material and fixtures, and Higgins Overhead Door will be held harmless by the undersigned customer for any damages resulting from the removal of said material and fixture(s).

**COMMERCIAL WARRANTIES:** Higgins Overhead Door (HOD) adheres to the manufacturer's limited warranties on its products including overhead doors, operators, and related parts. HOD DOES NOT warrant or cover damage due to abuse, misuse, neglect, accident, intentional acts, vandalism, fire, criminal acts, lack of maintenance, unauthorized repairs, alterations, acts of God or unforeseen circumstances. HOD is not liable for injury, damages, consequential damages or inconsequential damages.

Due to the nature of usage of commercial overhead doors, operators and related parts and for other contributing factors, HOD will only warranty parts and labor based on a case-by-case basis for any new installation or service of overhead doors, operators and related parts. Therefore, HOD does not express any warranties for any given amount of time.

HOD will not warranty products or services for items not provided and installed by HOD. It is the customer's responsibility to address any issues directly with the vendor for items not provided and installed by HOD. Any incorrect parts, parts shortage, or defects of customer provided items, whether installed by HOD or not, are the customer's responsibility.

ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ARE HEREBY EXPRESSLY EXCLUDED. Any warranty claims must be reported to HOD within 24 hours of claimed failure. Warranty claims made after 24 hours shall be at HOD's sole discretion to repair as time is of the essence. Claims later than 24 hours may void the warranty stated herein in HOD's sole discretion.

Higgins Overhead Door reserves the right to modify these terms, conditions, and warranties with or without notice in Higgins Overhead Door's sole discretion.





# ***HIGGINS OVERHEAD DOOR, LLC***

## ***ESTIMATE***

TO: Cedar Lake Fire and EMS  
9430 W 133rd Ave  
PO Box 459  
Cedar Lake, IN

Date: 2/25/2025  
(Prices Valid for 30 Days)  
Estimate No: XXXXXXXXXX  
Email Address:  
sandy.ehmen@cedarlakein.org

Project Name: Ambulance Bay Operator

**We propose to hereby furnish material and labor-complete in accordance with the specifications below:**

Two (2) Raynor CSJ-211 industrial duty jackshaft operator, 1/2HP, 115V 1Ø, brake included, auxiliary trolley mod, 3' light curtain in lieu of photo eyes, reconnect existing remote receiver to new operator

CSJ-211	\$5,710.00
Remote Receiver(s) if required at \$90/ea:	\$ 180.00
811LMX Remotes:	\$24/ea

\*NOTE\* All electrical by others. Op to be run off cord until permanent power can be installed.

\*NOTE 2\* Tax Exempt Certificate on file.



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# ***HIGGINS OVERHEAD DOOR, LLC***

**Disclaimer:** Shipping and delivery conditions are conditioned upon and subject to the current market conditions and although we will do our best to have the products and services to you in a timely fashion, we are but one part in the chain of manufacturing and labor to deliver the product and install same. The above party to whom this estimate is directed is aware and acknowledges said potential and likely delays and with said knowledge chooses to proceed understanding the delays stated herein. Client also acknowledges that once the product is ordered, if same cannot be cancelled without charge, then the client remains responsible for same, delays or no delays.

**Due to unpredictability in the markets, all prices are subject to change and no pricing shall be held for any amount of time stated or unstated. The above party hereby is aware and acknowledges that all prices shall only be finalized at time of order and is responsible for any increased price.**

**Payment Terms:** Choose the terms.



**ACCEPTANCE OF PROPOSAL** – The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. I hereby accept the manufacturer's warranties and guarantees and the warranties of Higgins Overhead Door based on the work and products above. A copy of the warranties is provided on the next page and shall be on the completed work order at time of work completion. I understand that Higgins Overhead Door does not guarantee any existing conditions including, but not limited to, existing framing or structure, concrete or flooring, electrical power or wiring, and that any such additional work to rectify said conditions will be at the customer's sole responsibility. Payment terms are listed above and are accepted. I understand that all past due accounts incur interest at 1.5% per month and are subject to all costs of collection, including, but not limited to, Attorney Fees and Court Costs. Doors, sections, operators, or parts will be ordered as described above. I understand that the deposit is non-refundable, and that the order cannot be cancelled after it has been placed.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Title: \_\_\_\_\_

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

**Order will not be placed unless the estimate is signed and returned to Higgins Overhead Door, and deposit paid, if applicable, according to the above payment terms.**

**Estimates may be returned to [quotes@higginsoverheaddoor.com](mailto:quotes@higginsoverheaddoor.com)**

**No unilateral changes are to be made by the customer/consumer.**



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# ***HIGGINS OVERHEAD DOOR, LLC***

## **Commercial Warranty**

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Due to the nature of usage of commercial overhead doors, operators and related parts and for other contributing factors, HOD will only warranty parts and labor based on a case-by-case basis for any new installation or service of overhead doors, operators and related parts. Therefore, HOD does not express any warranties for any given amount of time.

HOD will not warranty products or services for items not provided and installed by HOD. It is the customer's responsibility to address any issues directly with the vendor for items not provided and installed by HOD. Any incorrect parts, parts shortage, or defects of customer provided items, whether installed by HOD or not, are the customer's responsibility.

**ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ARE HEREBY EXPRESSLY EXCLUDED.** Any warranty claims must be reported to HOD within 24 hours of claimed failure. Warranty claims made after 24 hours shall be at HOD's sole discretion to repair as time is of the essence. Claims later than 24 hours may void the warranty stated herein in HOD's sole discretion.

Higgins Overhead Door reserves the right to modify these terms, conditions, and warranties with or without notice ion Higgins Overhead Door's sole discretion.



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***Town of Cedar Lake***

**Office of the Town Administrator**

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

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



March 31, 2025

**Subject: Recommendation for the Rehire of Firefighter/ Paramedic Jose Bugarin**

Dear Members of the Town Council,

I am writing to strongly recommend the reinstatement of Firefighter/ Paramedic Jose Bugarin to his position within The Cedar Lake Fire Department. Through this tenure, Jose has consistently demonstrated outstanding dedication, professionalism, and expertise in both firefighting and emergency medical services.

Jose's commitment to public safety is evident in his strong work ethic, quick decision-making in high-pressure situations, and ability to work collaboratively with his team. He has repeatedly gone above and beyond in serving our community, providing critical emergency medical care, and ensuring the well-being of residents during times of crisis. His technical skills, combined with his compassionate approach to patient care, have made significant impact on those he has served.

Rehiring Jose Bugarin would not only restore a highly skilled firefighter and paramedic to our department but also reinforce the trust and safety of our community. I strongly urge you to consider his reinstatement, as his experience and commitment to service are invaluable.

Thank you for your time and consideration.

Sincerely,

Norm Stick

Board of Safety Chairman