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## OPENING REMARKS FOR CDBG PUBLIC HEARING

Each spring, the Lake County Community Economic Development Department applies to the U.S. Department of Housing and Urban Development (HUD) for new funding through the Community Development Block Grant program (CDBG).

One of the application requirements is to hold public hearings in the communities where CDBG funding is allocated in order to obtain input from the local citizens on the proposed use(s) of the new funding. For FY2025, the Town of Cedar Lake CDBG allocation is approximately \$ 76,245.00.

The most common use of CDBG funds is for infrastructure, including street reconstruction, sanitary sewers, water line extensions, storm drainage improvements, sidewalks, and projects to remove architectural barriers (handicapped access), such as curb cuts and wheelchair ramps. CDBG funds may also be used to eliminate slums and blight through demolition of unsafe buildings or other clearance activities.

CDBG funded infrastructure projects may only be done in areas where the neighborhood is at least **42%** low/moderate income according to HUD guidelines. In most cases, an income survey must be done to qualify the area for funding eligibility. The income information taken by the survey is strictly confidential, and is used solely for the purpose of determining the area's eligibility for CDBG funding.

Handicapped access projects and demolitions may be done anywhere in a community, without the need for area income determinations.

The public hearing is just the start of the application process for Lake County. There are a series of legal advertisements and comment periods that take place during the summer, prior to final grant approval from HUD in late August. New CDBG funding is released to the County and its entitlement communities on or around **September 1<sup>st</sup> and needs to be expended by June 15<sup>th</sup>** of the following year.

After public comment tonight, three documents need to be read and adopted: the Affirmative Action Program, Section 3 Understanding, and a Resolution authorizing the City/Town Executive to submit a project proposal for CDBG funding.

Finally Project Applications, and supporting documentation, need to be submitted no later than **May 5, 2025** for review by Lake County.

The floor is open for comments.

## **CITIZEN PARTICIPATION PLAN**

The following is detailed citizen participation plan which:

1. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used, and provides participation of residents in low and moderate income neighborhoods as defined by the local jurisdiction;
2. Provides citizens with reasonable and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by the regulations of the Secretary, and relation to the actual use of funds under the Act;
3. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance to be determined by the grantee;
4. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
5. Provides for a timely written answer to written complaints and grievances, within fifteen (15) working days where practicable; and
6. Identifies how the needs of non-English speaking residents will be in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.

**AFFIRMATIVE ACTION PROGRAM  
IMPLEMENTING SECTION 3 OF THE  
HOUSING AND URBAN DEVELOPMENT ACT OF 1968**

**SPECIFIC AFFIRMATIVE ACTION STEPS**

TOWN OF CEDAR LAKE agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and project area businesses.

- A. To ascertain from the HUD Area Office Director the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials of the department in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from the appropriate areas the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Affirmative Action Plan in all bid documents, and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish the goals.
- E. To insure that contracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project area, are also let on a negotiated basis, where ever feasible when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations, to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending contractual opportunities.
- H. To maintain records including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Affirmative Action Plan.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Town Council President  
Title



## LAKE COUNTY, INDIANA

### Section 3 Understanding

The U.S. Department of Housing and Urban Development (HUD) issued regulations that provide the directive to create job opportunities for low-income persons when HUD funds are expended on a construction project. These regulations are known as Section 3 policy. The purpose of the Section 3 policy is to ensure that the employment and other economic opportunities generated by Federal financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low and very low-income persons.

Section 3 covered projects are construction, reconstruction, conversion, or rehabilitation of housing, including reduction and abatement of lead based paint hazards, or other public construction which includes building and improvements assisted with HUD housing and community development assistance. Section 3 covered contracts do not include contracts for purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.

Fund recipients and contractors must show compliance with the numerical goals set forth by the regulations. The numerical goals for new hires apply only to the number of new hires generated because of the financial assistance of the HUD programs. The numerical goals are not absolute numerical requirements. They are goals that each recipient and contractor should try to reach. The goals, if not met, do not trigger sanctions against the recipient or contractor. However, if challenged on the issue of compliance with Section 3, the recipient or contractor should be ready to demonstrate that they tried to reach these goals. The goals are as follows:

- 30% of all covered new hires for the year FY 2025

In addition, recipients and contractors are required to show compliance with the goal that at least 10% of any building trade activity which is subcontracted, and 3% of non building trade activity (construction management, etc.), is awarded to eligible Section 3 business concerns.

Further information regarding these requirements may be found in the Federal Regulations at 24 CFR 135 and the Lake County Section 3 Plan.

***I certify that I have read the information above and understand the Section 3 requirements and numerical goals.***

***Name:*** \_\_\_\_\_

***Title:***   ***Town Council President***  

***Date:*** \_\_\_\_\_

**RESOLUTION NUMBER 1371**

**A RESOLUTION AUTHORIZING AND DIRECTING  
THE TOWN COUNCIL PRESIDENT OF THE TOWN OF CEDAR  
LAKE TO SUBMIT A PROJECT PROPOSAL FOR COMMUNITY  
DEVELOPMENT BLOCK GRANT FUNDS FOR FEDERAL FISCAL  
YEAR 2025**

WHEREAS, under the provisions of Title 1 of the Housing and Community Development Act of 1974, as amended to date, Lake County, Indiana is authorized to provide financial assistance to units of general local government for undertaking and carrying out Community Development activities; and

WHEREAS, it is provided in such Act that the unit of general local government shall provide a satisfactory assurance prior to submission of its Application, that it has held one public hearing to obtain the views of citizens of Community Development needs; and

WHEREAS, the Town of Cedar Lake is proposing a project for assistance under the Housing and Community Development Act of 1974, as amended to date, and proposes to undertake and make available a total project cost of Seventy six thousand two hundred forty five dollars (\$ 76,245.00) and

WHEREAS, the Town of Cedar Lake has held one formal public hearing on the proposed program and has made available to the general public, through the mass media and other sources, information concerning the program; and

WHEREAS, the Town of Cedar Lake has general knowledge of the proposed uses of such funds and is cognizant of the conditions that are imposed in the undertaking and carrying out of Community Development activities and undertaking with Federal financial assistance under Title 1, including those prohibiting discrimination because of race, color, creed, sex or national origin;

NOW THEREFORE, BE IT RESOLVED, by the Town of Cedar Lake, Indiana:

Section 1: That the Town Council President of the Town of Cedar Lake, IN is hereby authorized to file a Project proposal for funds under Title 1 of the Housing and Community Development Act of 1974, as amended to date, with Lake County, Indiana and provide all information and assurances as may be necessary under the Act.

**CEDAR LAKE TOWN COUNCIL**

\_\_\_\_\_  
Nicholas A. Recupito, Town Council President

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

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

\_\_\_\_\_  
Richard Thiel, Member

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

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

\_\_\_\_\_  
Julie Rivera, Member

\_\_\_\_\_  
Attest: Jennifer N. Sandberg, Clerk Treasurer

PROJECT FUNDING APPLICATION

FISCAL YEAR 2025-26

LAKE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

COMMUNITY/ORGANIZATION NAME: Town of Cedar Lake

ADDRESS: 7408 Constitution Avenue, Cedar Lake, IN 46303

OFFICE PHONE: 219-374-7400

CONTACT PERSON & TITLE: Ben Eldridge - Town Manager

PHONE: 219-374-7400

EMAIL ADDRESS: belldridge@cedarlakein.org

1. PROJECT IDENTIFICATION \*MANDATORY INFORMATION

a. Project Name: Robin's Nest ADA Ramp Modifications, Phase 1

b. Project Location: South of Robin Drive and W. 133rd Avenue, north of W. 135th Avenue

c. Census Tract & Block Group No's.:

Census Tract 043201 & Block Groups 2006, 2007, 2008, 2009, 2015

d. Briefly describe the Project:

Remove and replacement of existing ADA ramps and sidewalks to ensure compliance with ADA regulations in accordance with the Town ADA Compliance Plan.

e. Describe specific neighborhoods involved (Area of service):

Robin's Nest Subdivision

f. Attach the following information to this application form:

(1) If acquisition, construction or demolition is involved, identify the street location of the project; the Auditor's book, page, and parcel number; the owners of the property; and any relocation of person(s) or business(es).

No acquisition is required, all improvements will occur within existing public ROWs.

(2) If the project involves construction of physical improvements, enclose a preliminary site plan identifying the approximate location and intent of proposed improvements. Preliminary Site Plan attached.

g. Anticipated Project Start & Completion Dates:

Start Date: August 1, 2025, Completion Date: September 15, 2025

h. Anticipated Accomplishments: To incorporate modern detectable warning elements and replace

ADA ramps to have compliant slopes.

2. **PROJECT BUDGET**

TOTAL BUDGET	CDBG FUNDS REQUESTED	OTHER RESCOURCES IN PROJECT	
		CDGB ROLLOVER	SOURCES
\$117,495.00	\$93,995.00	\$17,750.00	Local Funds for Remainder

- a. Prior CDBG Funds received for this Project: \$ None
- b. Year(s) Prior Funds received: 2017, 2019, 2021, 2023
- c. Attach a more detailed cost statement if necessary for project evaluation. \_\_\_\_\_  
The detailed cost estimate is attached to this application.  
\_\_\_\_\_  
\_\_\_\_\_
- d. Additional Comment(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **PROJECT JUSTIFICATION**

- a. Does the proposed project meet one of the three National Objectives of the Community Development Act?
- |  | YES | NO |
|--|-----|----|
| 1. Benefits Low or Moderate Income Persons |     | X  |
| * If "YES", how many persons               |     |    |
| 2. Prevents or Eliminates Sums or Blight   |     | X  |
| 3. Local Urgent Need                       | X   |    |

Explain: To continue ongoing compliance with the Town's ADA Compliance Plan by  
by removing and replace non-compliant ADA ramps and sidewalks.  
\_\_\_\_\_  
\_\_\_\_\_

- b. Benefit

* Number of Persons served by this Project?	276
* How many are Low and Moderate Income?	0
* Number of Households served by this Project?	92
* How many are Low and Moderate Income?	0

Explain and list source of date: There are 92 households within the Robin's Nest Subdivision  
Phase 1 limits. We assumed 3 persons per household for the total persons served.

*The applicant certifies that to the best of his/her knowledge and belief the data stated on this Project Application from LCCEDD are true and correct and that the Community will comply with attached assurances when the Community receives a grant.*

Ben Eldridge - Cedar Lake Town Manager

Printed Name(s) and Title of Authorized Representative(s)

Signature of Authorized Representative(s)

Date

FOR LAKE COUNTY COMMUNITY ECONOMIC DEVELOPMENT OFFICE USE ONLY

<b>4. <u>PROJECT ACTIVITY SUMMARY</u></b>	
Refer to the attachment entitles, "ELIGIBLE ACTIVITIES", and for each type of activity to be undertaken, identify its corresponding paragraph designation under Section 570.201 (a) thru (1), a brief description.	
LETTER	DESCRIPTION



PHASE 1



N

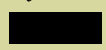
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Christopher B. Burke Engineering LLC  
214 South Main Street - Suite 201  
Crown Point, Indiana 46307  
(t) 219.663.3410  
[www.cbbel-in.com](http://www.cbbel-in.com)

PROJECT:

2025 CCMG

PROJECT NO.



APPROX SCALE:

1" = 200'

DATE:

04/2025

EXHIBIT:

1



Christopher B. Burke Engineering, LLC  
214 South Main Street, Suite 201  
Crown Point, IN 46307

Project: Robin's Nest Subdivision ADA Imp - PHASE 1  
Project No: XXXXXXXXXX  
Date 4/9/2025

**Preliminary Engineer's Opinion of Probable Cost**

ITEM #	ITEMS	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
1	MOBILIZATION AND DEMOBILIZATION	LS	1	5%	\$ 5,595.00
2	PCC SIDEWALK, REMOVE	SYS	234	\$ 30.00	\$ 7,020.00
3	CURB AND GUTTER, REMOVE	LFT	344	\$ 25.00	\$ 8,600.00
4	PCC SIDEWALK, 4-IN	SYS	216	\$ 80.00	\$ 17,280.00
5	CURB AND GUTTER, CONCRETE, ROLL CURB & DEPRESSED, 9-IN	LFT	344	\$ 50.00	\$ 17,200.00
6	CURB RAMP, 4-IN	EACH	16	\$ 2,800.00	\$ 44,800.00
7	COMPACTED AGGREGATE, NO. 53 BASE, UNDISTRIBUTED	TON	40	\$ 45.00	\$ 1,800.00
8	HMA SURFACE PATCH, TYPE B, 3-IN, UNDISTRIBUTED	TON	15	\$ 600.00	\$ 9,000.00
9	CASTING ADJUSTMENT	EACH	4	\$ 400.00	\$ 1,600.00
10	CASTING ADJUSTMENT & REPLACE CASTING W/ ADA GRATE	EACH	5	\$ 800.00	\$ 4,000.00
11	SPRINKLER SYSTEM, REPAIR/ADJUST, UNDISTRIBUTED	EACH	2	\$ 300.00	\$ 600.00
<b>CONSTRUCTION ESTIMATE TOTAL</b>					<b>\$ 117,495.00</b>

**Notes and Assumptions**

- 1 All costs are estimates based on the engineers knowledge of common construction methods and materials. Christopher B. Burke Engineering, LLC does not guarantee that the actual bid price will not vary from the costs used with this estimate.
- 2 All costs are in 2025 dollars.
- 3 This estimate does not include unforeseen cost increases that may result from shortages in fuel and materials as a result of natural or man made disasters.
- 4 This estimate does not include ROW acquisition, temporary or construction easements, or relocating existing utilities.



## OFFICIAL AD PROOF

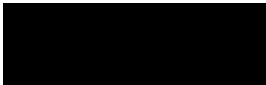
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Notice ID [REDACTED] | **Proof Updated: Apr. 04, 2025 at 02:36pm CDT**  
Notice Name: Public Hearing Notice 4/15 | Publisher ID: COL-IN-100761

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Northwest Indiana Times

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(1 Run) Notice

**Total \$32.45**



NOTICE OF PUBLIC HEARING

Notice is hereby given that the Town of Cedar Lake, Lake County, Indiana, will hold a public hearing at 7:00 p.m. on Tuesday, April 15, 2025, at Cedar Lake Town Hall located at 7408 Constitution Avenue, Cedar Lake, IN 46303.

The Town will submit an application for a one (1) year program under the Community Development Block Grant, created by the Housing and Community Development Act of 1974, as amended to date, to the Lake County Community Economic Development Department.

Lake County will then compile and submit a one (1) year application to the Indianapolis Area office of the U.S. Department of Housing and Urban Development.

The amount of the C.D.B.G. Funding available for fiscal year 2025 to the Town of Cedar Lake, Indiana is estimated to be approximately Ninety Three Thousand Nine Hundred Ninety Five (\$93,995.00) based on prior year level of national funding plus FY2023 rollover funds.

The purpose of this hearing is to obtain the views of the citizens on community development and housing needs as they relate to this application.

This hearing is open to all residents of the Town of Cedar Lake. Any citizens desiring to speak on these matters will be afforded the opportunity to do so. The activities must be designed to benefit low/moderate income persons and to eliminate or prevent slums and blight.

/s/Nicholas A. Recupito  
Town Council President  
Town of Cedar Lake  
4/7 - COL-IN-100761

HSPAXLP

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**April 15, 2025**

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ALL TOWN FUNDS	\$533,006.10
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WASTEWATER OPERATING	\$180,446.31
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WATER UTILITY	\$32,882.47
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STORM WATER	\$7,896.02
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PAYROLL 4/10/25	\$411,231.43
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MAR REMITTANCES	\$189,631.87
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March 13, 2025

Jeff Bunge  
Town of Cedar Lake  
7408 Constitution Avenue  
P.O. Box 707  
Cedar Lake, IN 46303

Subject: **Shades Subdivision Improvements, Phase 2  
Construction Observation Services  
Professional Services Proposal**

Dear Mr. Bunge:

Christopher B. Burke Engineering, LLC is pleased to present this proposal for construction observation services related to the Shades Subdivision Improvements, Phase 2 project in the town of Cedar Lake, Indiana. The following is our understanding of the assignment, scope of services, schedule, and not-to-exceed fee in support of the project.

### **UNDERSTANDING OF THE ASSIGNMENT**

The project consists of the reconstruction of existing roadways, driveways, curb, sidewalk, and stormwater drainage systems within the Shades Subdivision, Phase 2. The Shades Subdivision Improvements, Phase 2 construction is expected to start in May 2025 and be completed in September 2025.

### **SCOPE OF SERVICES**

**Task 1 – Construction Observation:** Burke will provide one construction inspector to cover project inspection services. The fee for construction observation services is based on an anticipated 50-hour work week over 105 working days and 8-hours on Saturdays in 2025. Burke's CO Services include:

#### **Task 1.1 – Public Information Meeting**

- Prepare agenda
- Present project details and preliminary schedule
- Respond to public questions

#### **Task 1.2 – Pre-construction Conference**

- Organize and set an agenda for conference
- Notify representatives of the Town, contractor(s), utilities, and designated affected parties
- Review project details with involved parties, develop a plan and schedule from the contractor(s), and answer questions related to the project
- Develop and distribute meeting minutes and sign-in sheet
- Phone non-attendees and verify pertinent information

#### **Task 1.3– Project Filing System**

- Develop and maintain an electronic and paper project filing system using Burke forms

**Task 1.4 – Field Reports, Records, and Daily Work**

- Inform contractor of observed deficiency in contractor’s work with reasonable promptness
- Conduct project progress meetings as needed. Keep and distribute project progress meeting minutes.
- Complete a daily report
- Answer daily contractor, resident and Town staff questions relating to the project
- Capture photographs of daily work activities
- Submit monthly progress reports to the Town

**Task 1.5 – Submittal Review Process**

- Receive, track, and review submittals for compliance with the contract documents, return submittals to the contractor, and request a resubmittal if not approved

**Task 1.6 – Contractor Application for Payment**

- Review pay quantities with contractor prior to submitting applications for payment
- Check contractor’s applications for payment, sign, and transmit payment applications to the Town

**Task 1.7 – Change Orders**

- Implement change order procedures in accordance with the project contract documents. Submit change orders to the Town for approval prior to completion of work.

**Task 1.8 – Project Close-Out**

- Issue a certificate of substantial completion
- Prepare a pre-final punch list
- Conduct a final project walk-through with the contractor and Town’s representative
- Prepare and transmit a final project punch list
- Verify completion of punch list items
- Determine final quantities and complete daily progressive record
- Assemble final project files and documents
- Obtain final record drawings from contractor
- Review and approve final application for payment and prepare final change order

During construction, Burke will also provide as-needed technical support associated with requests for information. Clarifications to the contract documents will be limited to minor field changes. Major changes will be directed by the Town. Burke’s services do not include quality control or quality assurance material testing or surveying. Testing will be completed by an independent testing consultant provided by the contractor. Burke staff will be present during testing and compare results to the requirements in the specifications and the contractor’s on-site quality control representative.

**NOT-TO-EXCEED FEE**

The not-to-exceed fees for the tasks described above are as follows:

Services		NTE Fee
2025	Construction Observation	\$197,850
	Direct Costs	\$1,000
<b>TOTAL</b>		<b>\$198,850</b>

We will bill you monthly, on a time and material basis, for assigned tasks in accordance with the hourly rates and general terms and conditions specified in our master agreement dated January 12, 2025. Direct costs for blueprints, photocopying, mailing, mileage, overnight delivery, messenger service, and report compilation are included in the not-to-exceed fee. It should be emphasized that any requested additional meetings or additional services that are not included in the preceding not-to-exceed fee will be billed at the attached hourly rates.

If this proposal meets with your approval, please sign where indicated and return an executed original to us as our notice to proceed. The executed proposal and the estimated fee constitute the whole of our agreement. Any modification to any part of this agreement without prior acknowledgement and consent by Burke will make null and void this agreement. Any time commitment made by Burke as part of the agreement does not begin until Burke has received an executed original.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please contact me at 317.266.8000 or Don Oliphant at the number listed above if you have any questions.

Sincerely,



Jon D. Stoiz,  
Managing Vice President

**THIS PROPOSAL, NOT-TO-EXCEED FEE, AND GENERAL TERMS AND CONDITIONS  
ARE ACCEPTED BY THE TOWN OF CEDAR LAKE:**

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

12. **Governing Law and Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Indiana.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

February 23, 2010-INDIANA

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

Requisition No. 22

Pursuant to the Trust Indenture dated as of December 1, 2022 (the "Indenture"), between the Town of Cedar Lake Building Corporation and Regions Bank, as trustee (the "Trustee"), the undersigned requests the Trustee to pay the expenses listed on Exhibit A attached hereto in the aggregate sum of **\$3,800.00** out of moneys deposited in the 2022A Construction Fund of the Town of Cedar Lake 2022 Construction Fund under the Indenture. The undersigned, in connection with the foregoing request, hereby certifies that:

- (1) The costs of an aggregate amount set forth herein have been made or incurred and were necessary for the 2022A Project or the issuance of the Bonds;
- (2) The amount paid or to be paid, as set forth herein, is reasonable and represents a part of the amount payable for the 2022A Project or the issuance of the Bonds, and such payment was not paid in advance of the time, if any, fixed for payment and was made in accordance with the terms of any contracts applicable thereto and in accordance with usual and customary practice under existing conditions;
- (3) No part of such costs has been included in any Requisition previously filed with the Trustee under the provisions of the Indenture; and
- (4) Such costs are appropriate for the expenditure of proceeds of the Bonds.
- [(5) Such costs are not subject to certification by the architect or engineer.]

This statement and Exhibit A shall be conclusive evidence of the facts and statements set forth herein and shall constitute full warrant and protection to the Trustee for its actions taken pursuant hereto.

This document evidences the approval of the undersigned of the payments hereby requested and the certification of the undersigned with respect to the matters herein contained.

All terms used herein, which are not otherwise defined herein, shall have the meanings set forth in the Indenture.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

AUTHORIZED REPRESENTATIVE  
UNDER THE INDENTURE

TOWN OF CEDAR LAKE, INDIANA

\_\_\_\_\_  
Clerk-Treasurer

EXHIBIT A

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
WBKL Communications 13808 Lauerman St. Cedar Lake, Indiana 46303	4 of IdeaPad Lenovo Lap tops for 2025 New Police Squads	\$3,800.00
<b>Total:</b>		\$3,800.00





**WBKL Communications**  
13808 Lauerman St  
Cedar Lake Indiana 46303  
U.S.A

# INVOICE

**Balance Due**  
**\$3,800.00**

**Bill To**  
**Town of Cedar Lake**  
7408 Constitution Ave  
PO Box 707  
Cedar Lake  
46303 Indiana

Invoice Date : March 12, 2025  
Terms : Net 30  
Due Date : April 11, 2025  
PO# : 2025 New Police Squads

#	Item & Description	Qty	Rate	Amount
1	IdeaPad Si 2-in-1 (14" Intel) Lenovo - 16GB RAM/i5 120U Processor Windows 11 Professional with 1Y Premium Care with Onsite upgrade from 1Y Courier/Carry-in	4.00	950.00	3,800.00
Sub Total				3,800.00
Total				\$3,800.00
Balance Due				\$3,800.00

## Notes

Thank you for your business.

## Terms & Conditions

Any unpaid balances are subject to interest charges at the statutory rate under the laws of the State of Indiana. Purchaser additionally agrees to pay all attorney fees and costs incurred in the collection of any balances due.

DISBURSEMENT OF FUNDS  
FROM 2022A CONSTRUCTION FUND [REDACTED]

Requisition No. 23

Pursuant to the Trust Indenture dated as of December 1, 2022 (the "Indenture"), between the Town of Cedar Lake Building Corporation and Regions Bank, as trustee (the "Trustee"), the undersigned requests the Trustee to pay the expenses listed on Exhibit A attached hereto in the aggregate sum of **\$13,060.46** out of moneys deposited in the 2022A Construction Fund of the Town of Cedar Lake 2022 Construction Fund under the Indenture. The undersigned, in connection with the foregoing request, hereby certifies that:

- (1) The costs of an aggregate amount set forth herein have been made or incurred and were necessary for the 2022A Project or the issuance of the Bonds;
- (2) The amount paid or to be paid, as set forth herein, is reasonable and represents a part of the amount payable for the 2022A Project or the issuance of the Bonds, and such payment was not paid in advance of the time, if any, fixed for payment and was made in accordance with the terms of any contracts applicable thereto and in accordance with usual and customary practice under existing conditions;
- (3) No part of such costs has been included in any Requisition previously filed with the Trustee under the provisions of the Indenture; and
- (4) Such costs are appropriate for the expenditure of proceeds of the Bonds.
- [(5) Such costs are not subject to certification by the architect or engineer.]

This statement and Exhibit A shall be conclusive evidence of the facts and statements set forth herein and shall constitute full warrant and protection to the Trustee for its actions taken pursuant hereto.

This document evidences the approval of the undersigned of the payments hereby requested and the certification of the undersigned with respect to the matters herein contained.

All terms used herein, which are not otherwise defined herein, shall have the meanings set forth in the Indenture.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

AUTHORIZED REPRESENTATIVE  
UNDER THE INDENTURE

TOWN OF CEDAR LAKE, INDIANA

\_\_\_\_\_  
Clerk-Treasurer

EXHIBIT A

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
Radar Associates Corporation 1117 Melbrook Drive Munster, Indiana 46321	New Police Vehicles Raptor Radars, Separation Kits and Shipping. Invoice [REDACTED]	\$10,032.00
CDW Government 75 Remittance Drive, Ste 1515 Chicago, IL 60675-1515	Police Vehicle Mobile Printers and Keyboards. Invoice Nos. [REDACTED]	\$2,604.25
Amazon Capital Services PO Box 035184 Seattle, WA 98124-5184	New Police Vehicle Screen Protectors/Antennas/Chargers/HDMI Cables/USBs/Extension Cables/HUBs 4-Ports and shipping. [REDACTED]	\$424.21
<b>Total:</b>		\$13,060.46

## RADAR ASSOCIATES CORPORATION

1117 MELBROOK DRIVE  
MUNSTER, INDIANA 46321

(219) 838-8030

e-mail: radarassociates@sbcglobal.net

2025 New Cars PD

## Invoice

DATE	INVOICE NO.
4/5/2025	

BILL TO
Town of Cedar Lake Attn: Cliff Wroe 7408 Constitution Avenue Cedar Lake, IN 46303

SHIP TO
PDS 7701 - 183rd Street Tinley Park, IL 60477 (708) 263-0120

P.O. NO.	TERMS	REP	SHIP DATE	SHIP VIA	FOB	PROJECT
Verbal - Wroe	Net 15	GMH	4/4/2025	Vendor Freight	Kansas	
ITEM	DESCRIPTION			QTY	RATE	AMOUNT
#849 SameL...	Raptor RP-1, Dual Ka-Band Antenna, Directional, Same Lane Mode, Fast Tracking, Fastest Locked, Choice of Wired or Wireless Remote, Choice of Antenna Mounts, Hardware, Antenna Cables & Tuning Forks. Includes 27 Month Warranty.			4	2,318.00	9,272.00
RP1 Separati...	RP1 Separation Kit Separates CPU from Display			4	145.00	580.00
Shipping	Shipping			4	45.00	180.00
	Serial Numbers Raptors: [REDACTED]					
	Serial Numbers Antennae: [REDACTED]					
Thank you for considering Radar Associates Corporation!				Total \$10,032.00		

REMIT PAYMENT TO:

## INVOICE

## ACH INFORMATION:

THE NORTHERN TRUST  
50 SOUTH LASALLE STREET  
CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com

ROUTING NO.:  
ACCOUNT NAME:  
ACCOUNT NO.:



**CDW Government**  
75 Remittance Drive, Suite 1515  
Chicago, IL 60675-1515

RETURN SERVICE REQUESTED



INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
	03/20/25	
SUBTOTAL	SHIPPING	SALES TAX
\$1,284.09	\$0.00	\$0.00
DUE DATE		AMOUNT DUE
04/19/25		\$1,284.09

27 1 SP 0.690 E0027X I0042 D14103769663 S2 P10737377 0001:0001



TOWN OF CEDAR LAKE  
ACCOUNTS PAYABL  
7408 CONSTITUTION AVE  
CEDAR LAKE IN 46303-9186

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS				DUE DATE
03/20/25		Net 30 Days				04/19/25
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER				CUSTOMER NUMBER
03/19/25	DROP SHIP-GROUND	2025 NEW PD SQUADS				
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
7232565	BROTHER POCKETJET 8 VEHICLE KIT Manufacturer Part Number: Serial No: Serial No: Serial No:	3	3	0	428.03	1,284.09

## GO GREEN!

CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at [paperlessbilling@cdw.com](mailto:paperlessbilling@cdw.com). Please include your Customer number or an Invoice number in your email for faster processing.

## REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email [credit@cdw.com](mailto:credit@cdw.com) with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:	SUBTOTAL	\$1,284.09
DANNY KREAMER 847-465-6000 <a href="mailto:danny.kreamer@cdwg.com">danny.kreamer@cdwg.com</a>	TOWN OF CEDAR LAKE POLICE ATTN:CLIFF WROE 7408 CONSTITUTION AVE CEDAR LAKE IN 46303-9186	SHIPPING	\$0.00
SALES ORDER NUMBER		SALES TAX	\$0.00
		AMOUNT DUE	\$1,284.09

Cage Code Number  
DUNS Number 02-6  
Unique Entity ID (SAM):  
ISO 9001 and ISO 14001 Certified  
CDW GOVERNMENT FEIN

HAVE QUESTIONS ABOUT YOUR ACCOUNT?  
PLEASE EMAIL US AT [credit@cdw.com](mailto:credit@cdw.com)  
VISIT US ON THE INTERNET AT [www.cdw.com](http://www.cdw.com)

REMIT PAYMENT TO:

## INVOICE

## ACH INFORMATION:

THE NORTHERN TRUST  
50 SOUTH LASALLE STREET  
CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com

ROUTING NO.:

ACCOUNT NAME:

ACCOUNT NO.:



**CDW Government**  
75 Remittance Drive, Suite 1515  
Chicago, IL 60675-1515

RETURN SERVICE REQUESTED



INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
	03/24/25	
SUBTOTAL	SHIPPING	SALES TAX
\$990.12	\$0.00	\$0.00
DUE DATE		AMOUNT DUE
04/23/25		\$990.12

145 1 MB 0.622 E0130X I0196 D14113736243 S2 P10740159 0001:0001



TOWN OF CEDAR LAKE  
ACCOUNTS PAYABL  
7408 CONSTITUTION AVE  
CEDAR LAKE IN 46303-9186



CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS				DUE DATE
03/24/25		Net 30 Days				04/23/25
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER				CUSTOMER NUMBER
03/19/25	DROP SHIP-GROUND	2025 NEW PD SQUADS				
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
3672394	IKEY RUGGED MOBILE KEYBOARD Manufacturer: Part Number	3	3	0	330.04	990.12

## GO GREEN!

CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at [paperlessbilling@cdw.com](mailto:paperlessbilling@cdw.com). Please include your Customer number or an Invoice number in your email for faster processing.

## REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email [credit@cdw.com](mailto:credit@cdw.com) with any questions.

## ACCOUNT MANAGER

DANNY KREAMER  
847-465-6000  
[danny.kreamer@cdw.com](mailto:danny.kreamer@cdw.com)

## SHIPPING ADDRESS:

TOWN OF CEDAR LAKE POLICE  
ATTN:CLIFF WROE  
7408 CONSTITUTION AVE  
CEDAR LAKE IN 46303-9186

## SALES ORDER NUMBER

## SUBTOTAL

\$990.12

## SHIPPING

\$0.00

## SALES TAX

\$0.00

## AMOUNT DUE

\$990.12



Cage Code Number  
DUNS Number  
Unique Entity ID (SAM):  
ISO 9001 and ISO  
CDW GOVERNMENT FEIN:

HAVE QUESTIONS ABOUT YOUR ACCOUNT?  
PLEASE EMAIL US AT [credit@cdw.com](mailto:credit@cdw.com)  
VISIT US ON THE INTERNET AT [www.cdw.com](http://www.cdw.com)

REMIT PAYMENT TO: 

**CDW Government**  
75 Remittance Drive, Suite 1515  
Chicago, IL 60675-1515

RETURN SERVICE REQUESTED

**INVOICE**

ACH INFORMATION:  
THE NORTHERN TRUST  
50 SOUTH LASALLE STREET  
CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com

ROUTING NO.:   
ACCOUNT NAME:   
ACCOUNT NO.: 

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
	03/27/25	
SUBTOTAL	SHIPPING	SALES TAX
\$330.04	\$0.00	\$0.00
DUE DATE		AMOUNT DUE
04/26/25		\$330.04

846 1 MB 0.622 E0024X I0032 D14135013283 S2 P10755671 0001:0001



TOWN OF CEDAR LAKE  
ACCOUNTS PAYABLE  
7408 CONSTITUTION AVE  
CEDAR LAKE IN 46303-9186



CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS				DUE DATE	
03/27/25		Net 30 Days				04/26/25	
ORDER DATE	SHIP VIA		PURCHASE ORDER NUMBER			CUSTOMER NUMBER	
03/24/25	DROP SHIP-GROUND		2025 NEW PD SQUADS				
ITEM NUMBER	DESCRIPTION		QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
	IKEY RUGGED MOBILE KEYBOARD Manufacturer Part Number		1	1	0	330.04	330.04

**GO GREEN!**


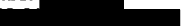


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**REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!**

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ACCOUNT MANAGER	SHIPPING ADDRESS:	SUBTOTAL	
DANNY KREAMER 847-465-6000 <a href="mailto:danny.kreamer@cdw.com">danny.kreamer@cdw.com</a>	TOWN OF CEDAR LAKE POLICE ATTN:CLIFF WROE 7408 CONSTITUTION AVE CEDAR LAKE IN 46303-9186	\$330.04	
SALES ORDER NUMBER		SHIPPING	\$0.00
		SALES TAX	\$0.00
		AMOUNT DUE	\$330.04



Cage Code Number   
DUNS Number   
Unique Entity ID (SAM)   
ISO 9001 and ISO 14001 Certified  
CDW GOVERNMENT FEIN 

HAVE QUESTIONS ABOUT YOUR ACCOUNT?  
PLEASE EMAIL US AT [credit@cdw.com](mailto:credit@cdw.com)  
VISIT US ON THE INTERNET AT [www.cdwg.com](http://www.cdwg.com)

For customer support, visit [www.amazon.com/contact-us](http://www.amazon.com/contact-us).

## Invoice summary

Payment due by April 24, 2025

Item subtotal before tax	\$ 426.84
Shipping & handling	\$ 6.99
Promos & discounts	(\$ 9.62)

Total before tax	\$ 424.21
Tax	\$ 0.00

**Amount due** \$ 424.21 USD

## Pay by

## Electronic funds transfer (EFT/ACH/Wire)

Account name Amazon Capital Services, Inc  
Bank name  
ACH routing # (ABA)  
Bank account # (DDA)  
SWIFT code (wire transfer)

## Check

Amazon Capital Services  
PO Box 035184  
Seattle, WA 98124-5184

Include Amazon invoice number(s) in the descriptive field of your electronic funds transfer payment, or

Email [ar-businessinvoicing@amazon.com](mailto:ar-businessinvoicing@amazon.com) to submit your remittance detail.

Account #

Payment terms Net 30

Purchase date 21-Mar-2025

Purchased by Cliff Wroe

PO #

Department PD

## Registered business name

Town of Cedar Lake

## Bill to

Town of Cedar Lake  
7408 Constitution Avenue  
PO BOX 707  
Cedar Lake, IN 46303

## Ship to

Cliff Wroe  
CEDAR LAKE POLICE DEPARTMENT  
7408 CONSTITUTION AVE  
CEDAR LAKE, IN 46303-9186

## Invoice details

	Description	Qty	Unit price	Item subtotal before tax	Tax
1	F FORITO 2-Pack 14 inch Anti Blue Light Laptop Screen Protector, Compatible with 14" Acer Swift X/Swift GO/Swift 3 OLED/Spin 5 Laptop with 16:10 Aspect Ratio ASIN: Sold by: Order #	3	\$17.52	\$52.56	0.000%
2	VFAN USB GPS Receiver Antenna Gmouse for Laptop PC Car Marine Navigation Magnetic Base ASIN: Sold by: Order #	4	\$19.00	\$76.00	0.000%



Description	Qty	Unit price	Item subtotal before tax	Tax
3 HKY Laptop Car Charger USB C PD 100W 95W 90W 65W 45W DC Adapter for Lenovo Thinkpad/Yoga/IdeaPad,Dell Latitude/XPS,LG Gram,MacBook Pro/Air,HP Spectre/Elitebook,Surface,Acer,Asus,MSI,Chromebook Charger ASIN: [REDACTED] Sold by [REDACTED] Order # [REDACTED]	4	\$27.43	\$109.72	0.000%
4 Anker USB C Hub (7-in-1), with 4K HDMI, 100W Power Delivery, USB-C and 2 USB-A 5Gbps Data Ports, microSD and SD Card Reader, for MacBook Air, MacBook Pro, XPS, and More ASIN: B [REDACTED] Order # [REDACTED]	4	\$29.99	\$119.96	0.000%
5 AINOPE USB C Extension Cable 3FT, 20Gbps USB 3.2 Gen2 Right Angle USB Type C Extender Cable, 100W Fast Charging & 4K Video, Compatible with MacBook/iPad Pro/Dell XPS/PSVR2/USB-C Hub/MagSafe Charger,1M ASIN: [REDACTED] Sold by [REDACTED] Order # [REDACTED]	4	\$7.17	\$28.68	0.000%
6 Anker USB Hub 4 Ports, Multiple USB 3.0 Hub, USB Splitter for Laptop, Extender for A Port Laptop, PC, Desktop and More [Charging Not Supported](2ft USB-A) ASIN: [REDACTED] Order # [REDACTED]	4	\$9.98	\$39.92	0.000%
7 Shipping & handling			\$6.99	0.000%
8 Promotions & discounts			(\$9.62)	0.000%
Total before tax			\$424.21	
Tax			\$0.00	
<b>Amount due</b>			<b>\$424.21</b>	

## FAQs

## How is tax calculated?

Visit [https://www.amazon.com/gp/help/customer/display.html/ref=hp\\_leftv4\\_sib?ie=UTF8&nodeId=202036190](https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202036190)

## How are digital products and services taxed?

Visit [https://www.amazon.com/gp/help/customer/display.html/ref=hp\\_leftv4\\_sib?ie=UTF8&nodeId=202074670](https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202074670)

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**  
Northern Indiana Public Service Company LLC  
Attn: Survey & Land  
801 E 86<sup>th</sup> Avenue  
Merrillville, IN 46410

**CROSS-REFERENCE:** In accordance with Indiana Code § 32-23-2-5(a), the easement described below burdens the real estate acquired by Quit Claim Deed dated May 17<sup>th</sup>, 2022 and recorded in the Office of the Recorder for Lake County, Indiana, as Document No. [REDACTED] on June 2<sup>nd</sup>, 2022.

## **EASEMENT FOR ELECTRIC FACILITIES**

THIS EASEMENT FOR ELECTRIC FACILITIES (this “Easement”) is granted by **Town of Cedar Lake, of Cedar Lake, Lake County, Indiana, a Municipal Corporation**, whose address is **130 N Main St, Crown Point, IN, 46307** (“Grantor”) in favor of Northern Indiana Public Service Company LLC, an Indiana limited liability company, with its principal place of business located at 801 E. 86<sup>th</sup> Avenue, Merrillville, Indiana 46410 (“Grantee”).

### **W I T N E S S E T H**

In consideration of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee an easement for the exclusive right to perform the following under, upon, on, over, across and through Grantor’s property located in Lake County, Indiana (the “Premises”):

1. construct, erect, install, operate, maintain, replace (within the Easement Area as defined below), repair, alter the size of, remove, renew, replace or abandon (in place) towers and poles and to string, wires, cables, conductors, grounds, anchor and guy wires, fiber optic, pull boxes and other necessary equipment upon and between such towers and poles, and to also construct, install, operate, maintain, replace, repair, alter the size of, remove, renew, replace or abandon underground ducts and conduits, underground wires, cables, conductors, manholes, pads for transformers with transformers located thereon and other necessary appurtenances (collectively, the “NIPSCO Facilities”);

2. construct, operate, maintain, replace, repair, alter the size of, and remove or abandon underground communication systems for the transmission of video, data and voice communications, with appurtenant facilities, including, without limitation, conduits, cables, equipment, splicing boxes, wires, cathodic protection, and fiber optics cable;

3. perform pre-construction work;
4. ingress to and egress from the Easement Area (as defined below) by means of existing or future roads and other reasonable routes on the Premises and on Grantor's adjoining lands;
5. exercise all other rights necessary or convenient for the full use and enjoyment of the rights herein granted, including the right from time to time to: (a) clear the Easement Area of all obstructions and (b) clear, cut, trim and remove any and all vegetation, trees, undergrowth and brush and overhanging branches from the Easement Area by various means, including the use of herbicides approved by the State of Indiana or the United States Environmental Protection Agency (or successor-in-duty).

The NIPSCO Facilities are to be located within the limits of the permanent right of way further described on Exhibit A attached hereto and incorporated herein (the "Easement Area"). The Easement Area is shown on Exhibit A attached hereto and incorporated herein.

The Grantor may use and enjoy the Easement Area, to the extent such use and enjoyment does not interfere with Grantee's rights under this Easement. Grantor shall not construct or permit to be constructed or place any structure, including but not limited to, mobile homes, dwellings, garages, out-buildings, pools, decks, man-made bodies of water, trees, shrubbery, leach beds, septic tanks, on or over the Easement Area, or any other obstructions on or over Easement Area that will, in any way, interfere with the construction, maintenance, operation, replacement, or repair of the NIPSCO Facilities or appurtenances constructed under this Easement. Grantor will not change the depth of cover or conduct grading operations within the Easement Area, without the written consent of the Grantee. Grantor shall not construct or permit to be constructed or place any unapproved fences, unapproved roads, passageways or trails (gravel or paved) within the Easement Area, without the written consent of the Grantee. Grantor will not engage in, and will not permit, the dumping of refuse or waste, or the storage of any materials of any kind. Grantor will not engage in, and will not permit, the operation of any heavy machinery or equipment over the Easement Area, without the written consent of the Grantee. Grantor will not cause, and will not permit any third parties to cause, the Easement Area to be covered by standing water, except in the course of normal seasonal irrigation.

The Grantee will replace and restore the area disturbed by the laying, construction, operation, replacement, and maintenance of any NIPSCO Facilities to as near as practical to its original condition, except as provided herein.

With regard to the Easement Area, Grantor will assume all risk, liability, loss, cost, damage, or expense for any and all pollutants, contaminants, petroleum, hazardous substances and endangerments on or under the Premises, except those which result from Grantee's use of and activities on the Premises. Grantee will give Grantor written notice of any claim, demand, suit or action arising from any pollutants, contaminants, petroleum, hazardous substances and endangerments on or under the Premises within ten (10) business days from the date that Grantee becomes aware of such claim, demand, suit or action.

Grantor and Grantee agree that, except to the extent caused by the acts or omissions of the Grantee or its representatives and contractors, the Grantee shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Easement, related to the presence of pollutants, contaminants, petroleum, hazardous substances or endangerments in, beneath or along the Premises.

Grantee agrees to pay for any damage to marketable timber, crops, approved fences (if any) and approved tile drains (if any) that is caused by the activities conducted pursuant to this Easement.

The rights, privileges and terms hereby shall extend to and be binding upon the Grantor and the Grantee and their representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantor has duly executed this Easement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Town of Cedar Lake**

By: \_\_\_\_\_

Name:

Title:

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said county and state aforesaid, personally appeared (name) \_\_\_\_\_, (title) \_\_\_\_\_ of Town of Cedar Lake and acknowledged the execution of the foregoing instrument in behalf of Town of Cedar Lake as the voluntary act and deed of Town of Cedar Lake, for the uses and purposes set forth.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Print Name \_\_\_\_\_ (SEAL)

Sign Name \_\_\_\_\_

**Notary Public**

My Commission Expires \_\_\_\_\_

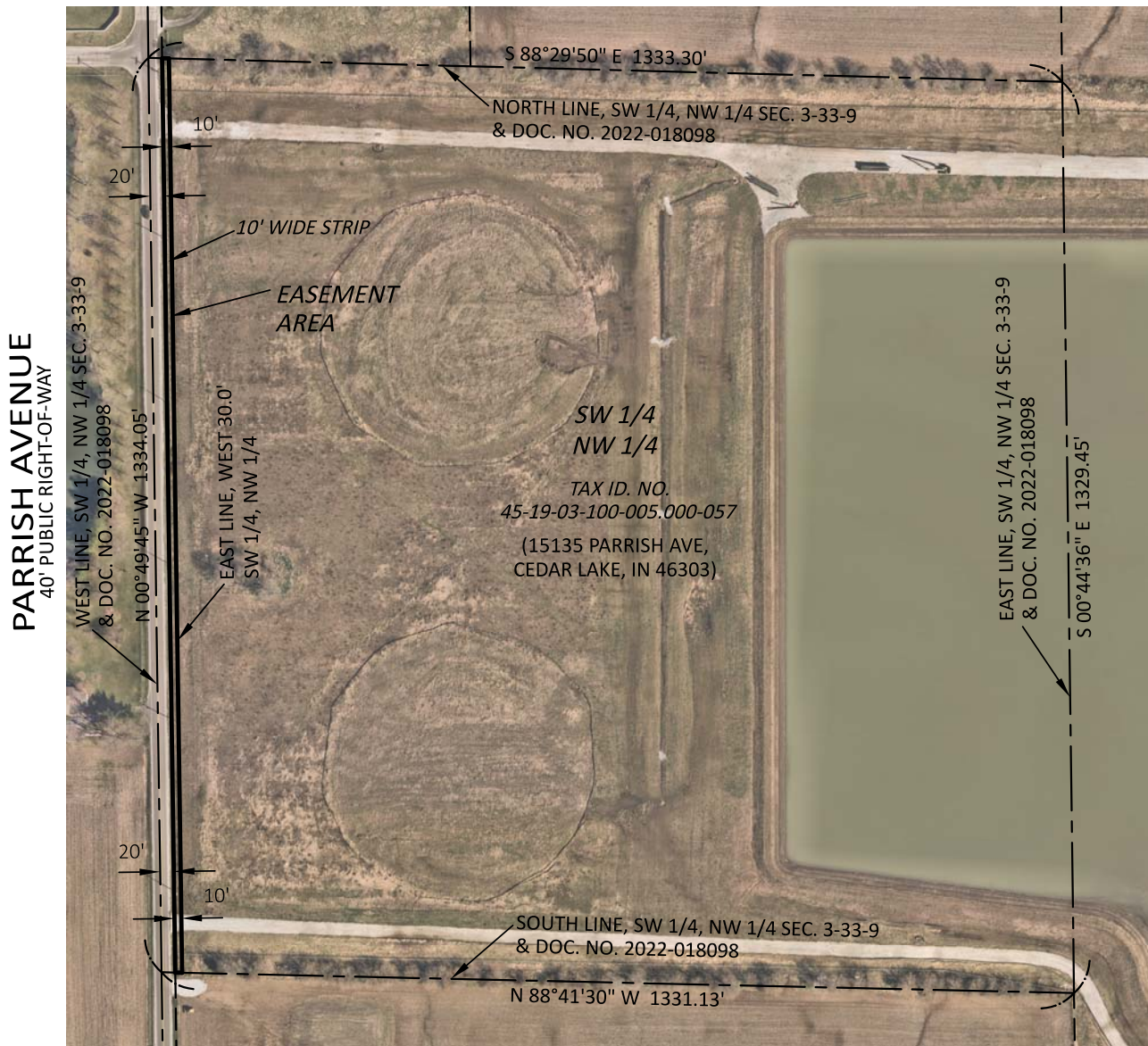
A Resident of \_\_\_\_\_ County, \_\_\_\_\_

This instrument prepared by: Kathryn A Bryan, NIPSCO Legal Counsel. "I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Kathryn A Bryan, NIPSCO Legal Counsel.

# EXHIBIT "A"

## EASEMENT AREA DESCRIPTION:

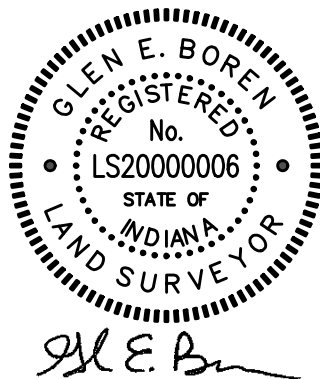
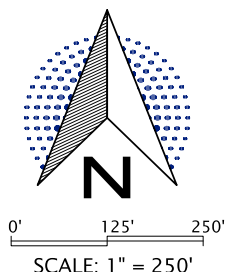
A 10 FOOT WIDE STRIP OF LAND LYING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, SAID STRIP BEING PART OF LAND DESCRIBED TO THE TOWN OF CEDAR LAKE, A MUNICIPAL CORPORATION IN DOCUMENT NUMBER 2022-018098, RECORDED JUNE 2, 2022, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, SAID STRIP DESCRIBED AS: THE EAST 10.0 FEET OF THE WEST 30.0 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SAID STRIP CONTAINING 13,340 SQUARE FEET OR 0.31 ACRES, MORE OR LESS.



## GRANTORS:

TAX ID. [REDACTED]  
TOWN OF CEDAR LAKE  
QUIT-CLAIM DEED  
DOC. NO. [REDACTED]  
REC. JUNE 2, 2022

Reference Name: NIPSCO  
Survey Job No.: 24-0399  
Drawn By: GAH  
Date: 9/29/2024  
\\24-0399C.dwg  
NW 1/4 Sec. 3-33-9  
Lake County, Indiana



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

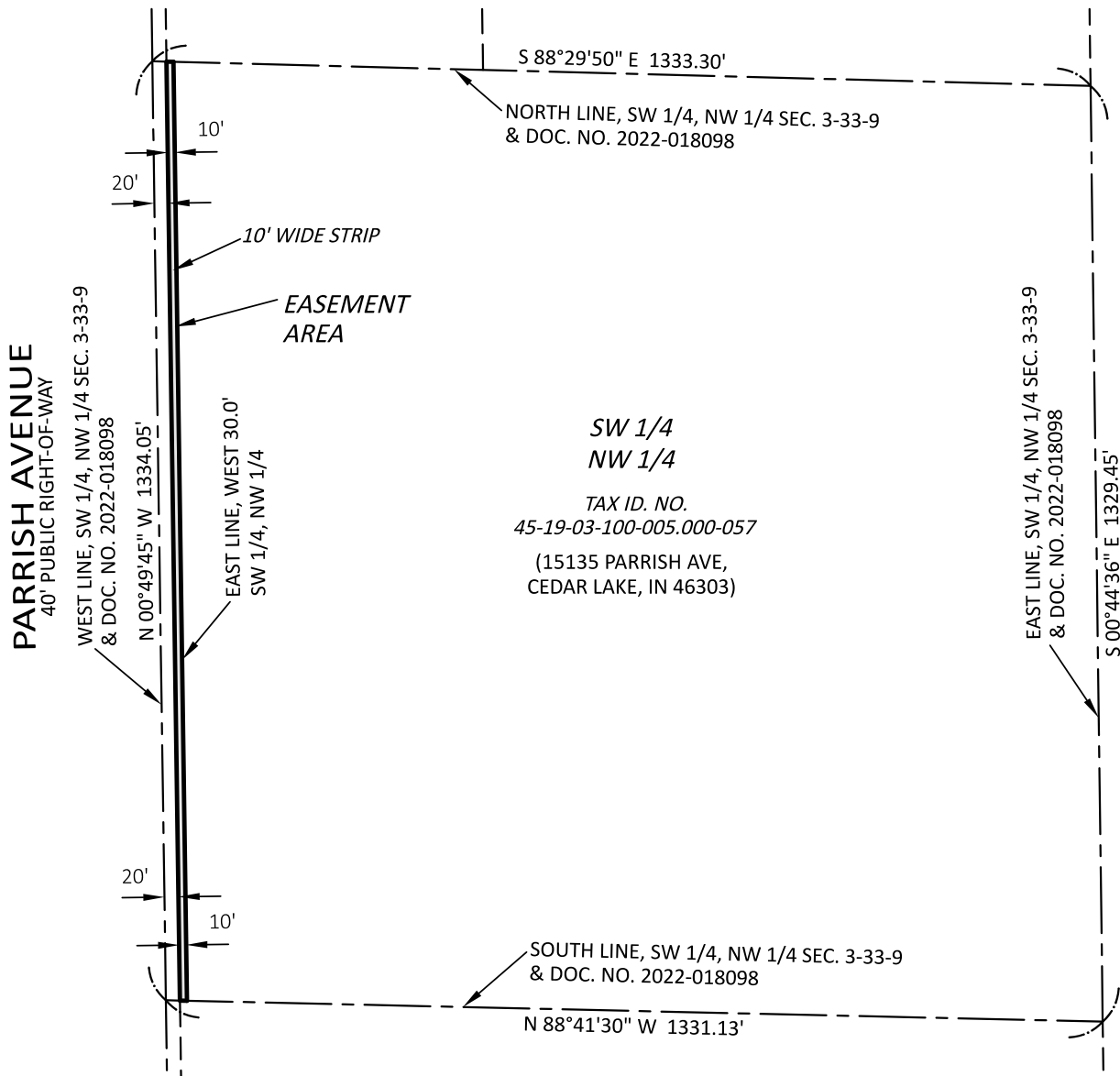
DVG TEAM, Inc  
1155 Troutwine Road  
Crown Point, IN 46307  
Phone: (219) 662-7710  
Fax: (219) 662-2740  
www.dvgteam.com



# EXHIBIT "A"

## EASEMENT AREA DESCRIPTION:

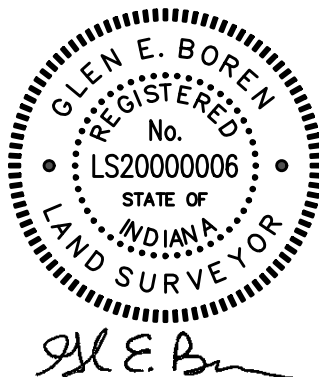
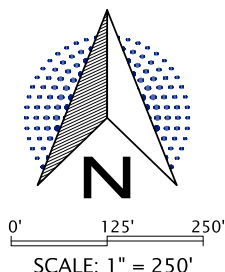
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## GRANTORS:

TAX ID. [REDACTED]  
TOWN OF CEDAR LAKE  
QUIT-CLAIM DEED  
DOC. NO. [REDACTED]  
REC. JUNE 2, 2022

Reference Name: NIPSCO  
Survey Job No.: 24-0399  
Drawn By: GAH  
Date: 9/29/2024  
\\24-0399C.dwg  
NW 1/4 Sec. 3-33-9  
Lake County, Indiana



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BE REPRESENTED AS A RETRACEMENT  
OR ORIGINAL BOUNDARY SURVEY,  
OR A SURVEYOR LOCATION REPORT.

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



Contract Number: XXXXXXXXXX**CLAIM RELEASE AND AGREEMENT TO PAY BALANCE FOR EASEMENT AND DAMAGES**

With the delivery hereof, **Town of Cedar Lake, of Cedar Lake, Lake County, Indiana, a Municipal Corporation** (collectively the "Grantor") has executed and delivered to Northern Indiana Public Service Company LLC, an Indiana limited liability company ("NIPSCO"), an Easement for Electric Facilities (the "Easement"), in connection with the Electric Circuit Rebuild - Hager to Creston Project, located in Lake County, Indiana (the "Property"), for the total agreed upon consideration in the amount of Six Thousand 00/100 Dollars **(\$6,000.00)**, in full payment and satisfaction for the foregoing easement AND for all damages of every kind and character done to Property, Grantor, it's assigns and successors, or any other persons on the Property during the investigation and construction activities in connection with the Project, and this is deemed to be and is a complete discharge and release of NIPSCO which has satisfied all of NIPSCO's obligations to pay damages and of the promise to pay damages contained within the Easement to which the Property is subject. Grantor hereby accepts all obligations to pay any damage against or portion of damages suffered by any and all persons having claims or demands against or interest in the consideration received for Easement and the construction and installation of the facilities for the Project on the Property.

Now, NIPSCO covenants and agrees to pay to the Grantor the foregoing consideration within forty-five (45) business days from the date all parties have signed, which payment may be made by check, payable to the Grantor and addressed to the following address via United States mail:

**SPECIAL HANDLING REQUESTED**

Payee: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Attn: \_\_\_\_\_

**NORTHERN INDIANA PUBLIC SERVICE COMPANY LLC**

NIPSCO Signature: \_\_\_\_\_

Contract Field Agent Initials (if applicable):   PW  

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

Printed Name:   Paul Werling  

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

**GRANTOR**

Grantor Signature: \_\_\_\_\_

Grantor Signature: \_\_\_\_\_

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

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

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

Tenant Signature (if applicable): \_\_\_\_\_

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

Dated: \_\_\_\_\_, 20\_\_

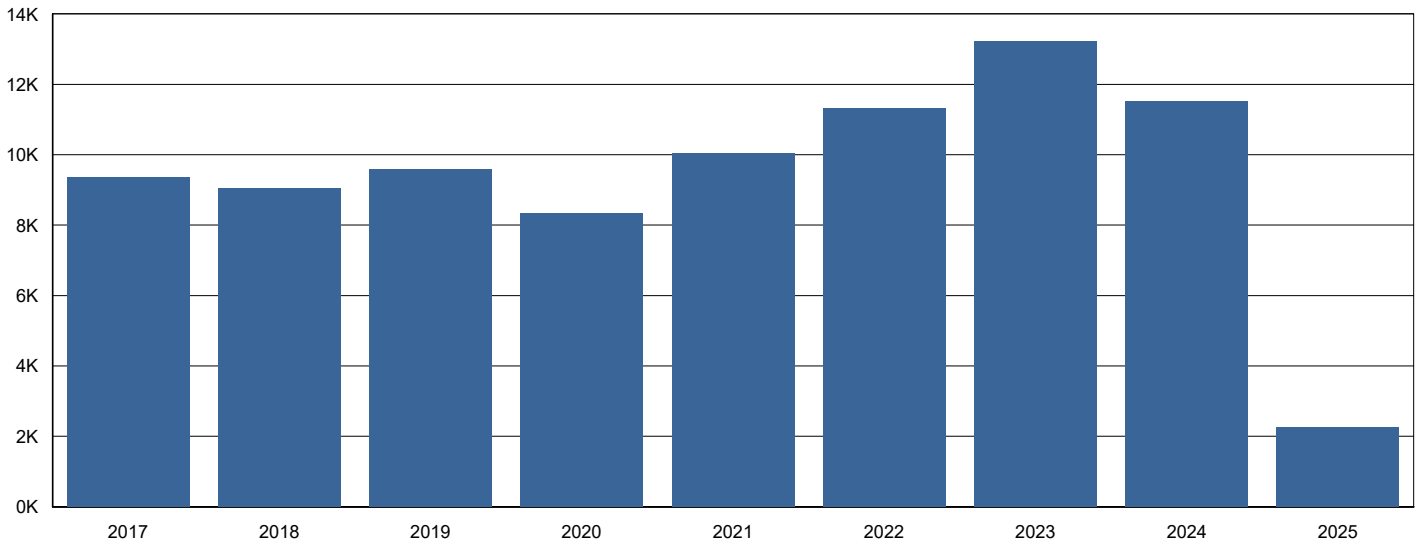
☐ See Compensation Worksheet for further detail (if checked).**For NIPSCO Use Only:**Contract Agent Name:   Paul Werling   WO Number:   50678-911   HRI:   275336



# Cedar Lake Police Department

## Calls for Service Analysis

1/1/2017to 3/31/2025



	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	855
<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>2,261</b>

Calls Per Day: 25.12

# Cedar Lake Police Department

## Traffic Stop Analysis

1/1/2017 to 3/31/2025



	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	357
<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>996</b>

# Cedar Lake Police Department

## Warning Analysis

1/1/2017 to 3/31/2025



	2017	2018	2019	2020	2021	2022	2023	2024	2025
<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	281
<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>844</b>

# Cedar Lake Police Department

## Citation Analysis

1/1/2017 to 3/31/2025



	2017	2018	2019	2020	2021	2022	2023	2024	2025
<b>Jan</b>	136	92	120	207	169	165	188	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	111
<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	197	
<b>Sep</b>	91	97	106	137	147	166	116	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>2,002</b>	<b>1,861</b>	<b>328</b>

# Cedar Lake Police Department

## Law Incident Analysis

1/1/2017 to 3/31/2025



	2017	2018	2019	2020	2021	2022	2023	2024	2025
<b>Jan</b>	440	459	433	499	459	501	510	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	452
<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	698	679	
<b>Jul</b>	659	682	510	575	652	630	660	696	
<b>Aug</b>	614	656	572	633	554	635	627	646	
<b>Sep</b>	573	575	602	573	525	577	552	595	
<b>Oct</b>	511	594	476	562	499	539	604	615	
<b>Nov</b>	488	507	444	495	429	514	494	467	
<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>6,753</b>	<b>7,007</b>	<b>6,909</b>	<b>1,221</b>

# Cedar Lake Police Department

## Arrest Analysis

1/1/2017 to 3/31/2025



	2017	2018	2019	2020	2021	2022	2023	2024	2025
<b>Jan</b>	35	21	28	40	32	29	25	32	14
<b>Feb</b>	17	8	37	22	29	28	29	25	21
<b>Mar</b>	14	20	26	10	27	31	26	27	23
<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	39	18	
<b>Jul</b>	21	26	25	23	26	27	26	17	
<b>Aug</b>	30	40	43	25	16	23	20	32	
<b>Sep</b>	19	34	22	31	28	19	24	21	
<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>323</b>	<b>289</b>	<b>281</b>	<b>58</b>



# Cedar Lake Police Department

## Arrest Offense Analysis

1/1/2017 to 3/31/2025



	2017	2018	2019	2020	2021	2022	2023	2024	2025
<b>Jan</b>	58	26	62	71	51	49	41	50	16
<b>Feb</b>	26	15	71	37	59	46	50	53	25
<b>Mar</b>	25	35	52	18	42	69	47	37	26
<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	61	31	
<b>Jul</b>	34	35	42	42	46	58	35	30	
<b>Aug</b>	50	49	70	44	28	47	44	44	
<b>Sep</b>	35	46	38	55	61	34	33	28	
<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>608</b>	<b>477</b>	<b>425</b>	<b>67</b>

# Cedar Lake Police Department

## Town Ordinance Warnings

1/1/2025 to 3/31/25

Grouped by Offense

	Jan	Feb	Mar	Total
<i>Aband Vehicle on Roadway</i>	3	0	0	3
<i>Abandoned Vehicle</i>	8	4	4	16
<i>ABANDONED VEHICLE -</i>	0	2	0	2
<i>Non-Use Refuse Container</i>	0	1	1	2
<i>NUISANCES - OPEN BURNING</i>	0	1	0	1
<i>OBSTRUCTION OF DRIVERS VIEW</i>	1	0	0	1
<i>Parking - Fire Lane</i>	0	1	0	1
<i>PARKING - SIGNS, POSTINGS,</i>	0	1	0	1
<i>Parking - Signs/Postings</i>	0	1	0	1
<i>PARKING - SNOW EMERGENCY</i>	0	13	0	13
<i>Scattering of Refuse</i>	0	0	1	1
<i>Unauthorized Accumulation</i>	1	0	2	3
Total	13	24	8	45

# Cedar Lake Police Department

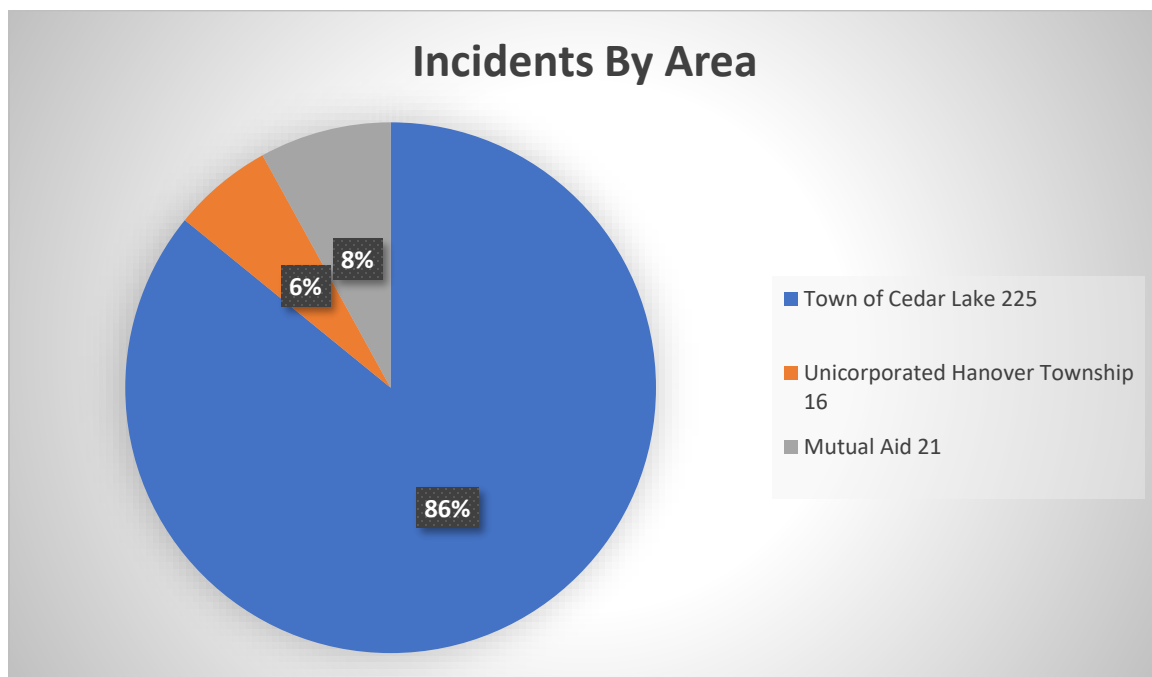
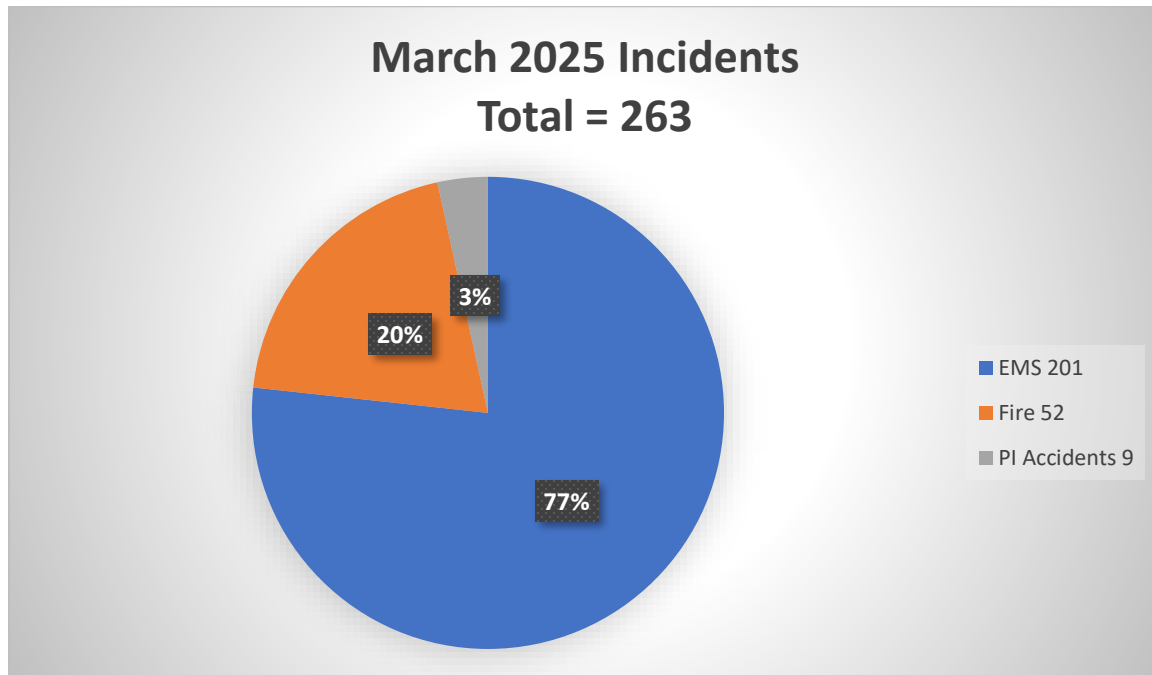
## Town Ordinance Citations

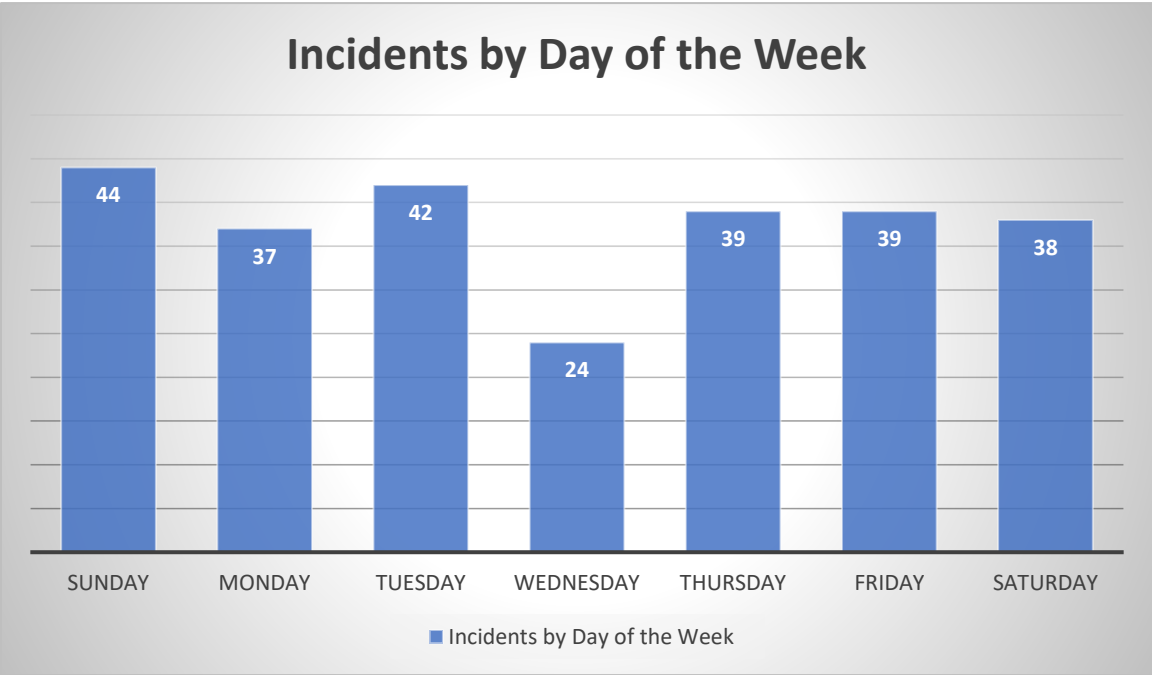
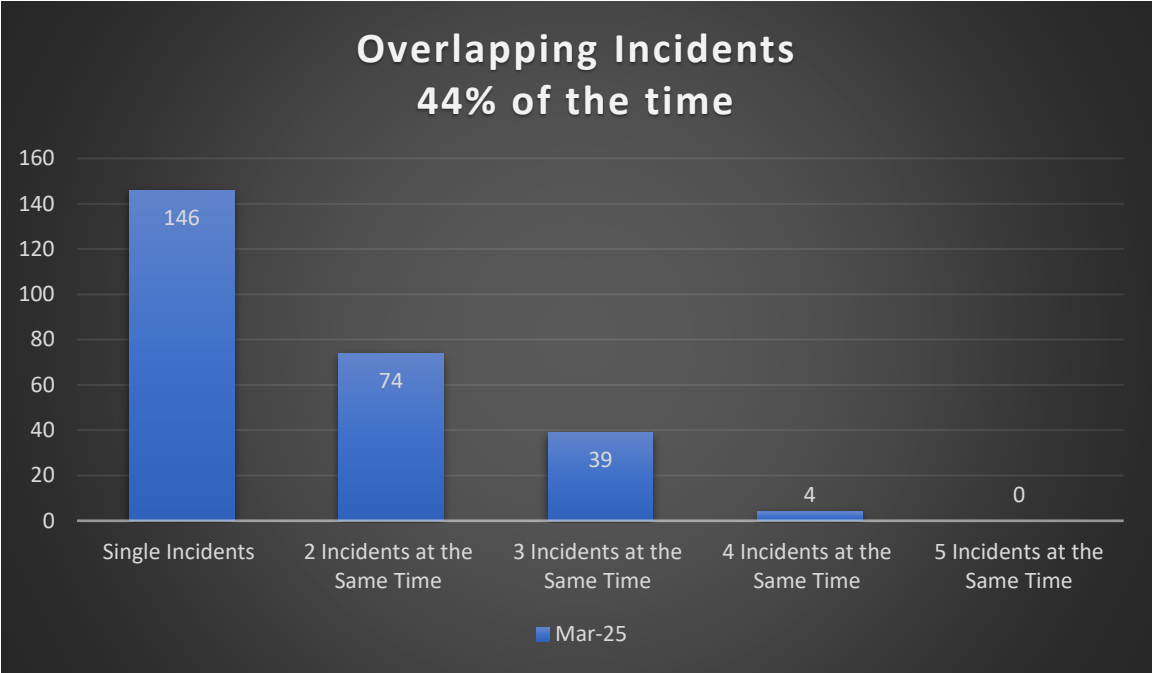
1/1/2025 to 3/31/2025

Grouped by Offense

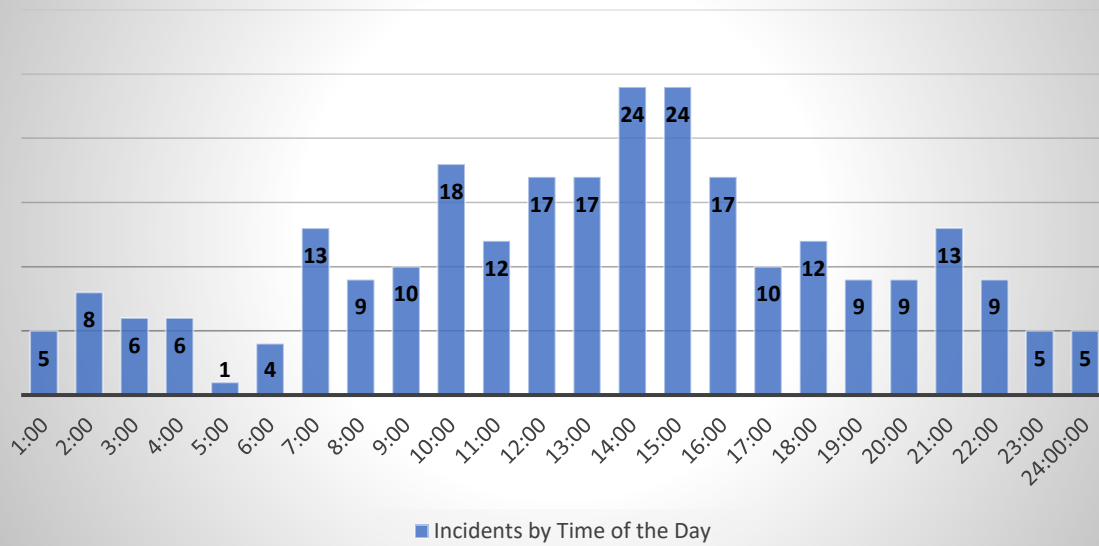
	Jan	Feb	Mar	Total
<i>Aband Vehicle on Roadway</i>	1	1	1	<b>3</b>
<i>Abandoned Vehicle</i>	24	32	26	<b>82</b>
<i>ABANDONED VEHICLE -</i>	0	1	0	<b>1</b>
<i>DOGS - RUNNING AT LARGE</i>	0	0	1	<b>1</b>
<i>House Numbers</i>	1	1	1	<b>3</b>
<i>NUISANCES - ACCUMULATION</i>	7	0	0	<b>7</b>
<i>NUISANCES - DWELLINGS UNFIT</i>	0	2	0	<b>2</b>
<i>OBSTRUCTION OF DRIVERS VIEW</i>	0	1	0	<b>1</b>
<i>PARKING - FIRE LANES</i>	0	0	1	<b>1</b>
<i>Scattering of Refuse</i>	2	2	2	<b>6</b>
<i>Unauthorized Accumulation</i>	0	0	1	<b>1</b>
Total	35	40	33	<b>108</b>

# March 2025 Operations Report



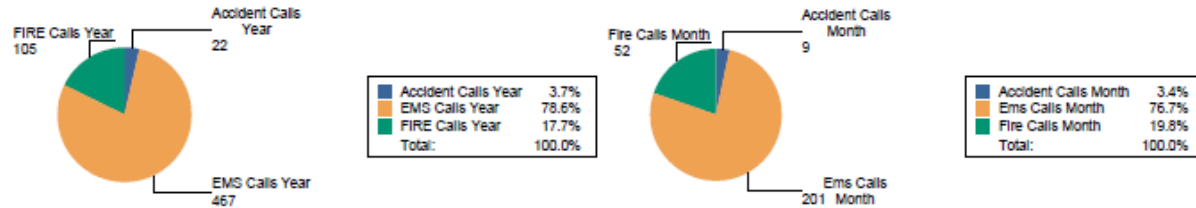


## Incidents by Time of the Day





# Cedar Lake Fire Department Monthly Summary Report 1/1/2025 to 3/31/2025



Average Daily Calls for Service: 6.69

## Yearly Totals

Agency Assist	1
EMS Abdominal	14
EMS Allergic	1
EMS Animal Bite	1
EMS Assault	4
EMS Back Pain	9
EMS Bleeding	14
EMS Breathing	51
EMS Burns	2
EMS Chest Pain	21
EMS Choking	4
EMS Death	4
EMS Diabetic	6
EMS Eye Injury	1
EMS Fall	53
EMS Full Arrest	12
EMS Headache	1
EMS Heart Prob	13
EMS Lift Assist	103
EMS Misc	1
EMS Overdose	5
EMS Pregnancy	3
EMS Psych	20
EMS Seizure	5
EMS Sick Person	58
EMS Standby	2
EMS Stroke	11
EMS Trauma	7
EMS Uncons	33
EMS Unknown	8
Fatal Accident	1
FIRE Alarm	14
FIRE Appliance	1
FIRE Assist	11
FIRE Brush	2
FIRE CO Alarm	11
FIRE Electrical	10
FIRE Gas IN	4
FIRE Gas OUT	2
FIRE Misc	1
FIRE Mutual Aid	3
FIRE Odor	1
FIRE Outside	5
FIRE Search	1
FIRE Smoke	1
FIRE Standby	4

## Monthly Totals

Agency Assist	1
EMS Abdominal	5
EMS Allergic	1
EMS Animal Bite	1
EMS Assault	1
EMS Back Pain	4
EMS Bleeding	6
EMS Breathing	20
EMS Burns	1
EMS Chest Pain	13
EMS Choking	1
EMS Death	2
EMS Diabetic	3
EMS Eye Injury	1
EMS Fall	22
EMS Full Arrest	4
EMS Heart Prob	7
EMS Lift Assist	51
EMS Overdose	1
EMS Pregnancy	2
EMS Psych	12
EMS Seizure	1
EMS Sick Person	15
EMS Standby	2
EMS Stroke	6
EMS Trauma	2
EMS Uncons	14
EMS Unknown	3
FIRE Alarm	5
FIRE Assist	4
FIRE Brush	2
FIRE CO Alarm	4
FIRE Electrical	7
FIRE Gas IN	3
FIRE Gas OUT	1
FIRE Misc	1
FIRE Mutual Aid	1
FIRE Odor	1
FIRE Outside	2
FIRE Search	1
FIRE Standby	1
FIRE Structure	9
FIRE Utility	3
FIRE Vehicle	1
FIRE Washdown	1
FIRE Water Resc	5

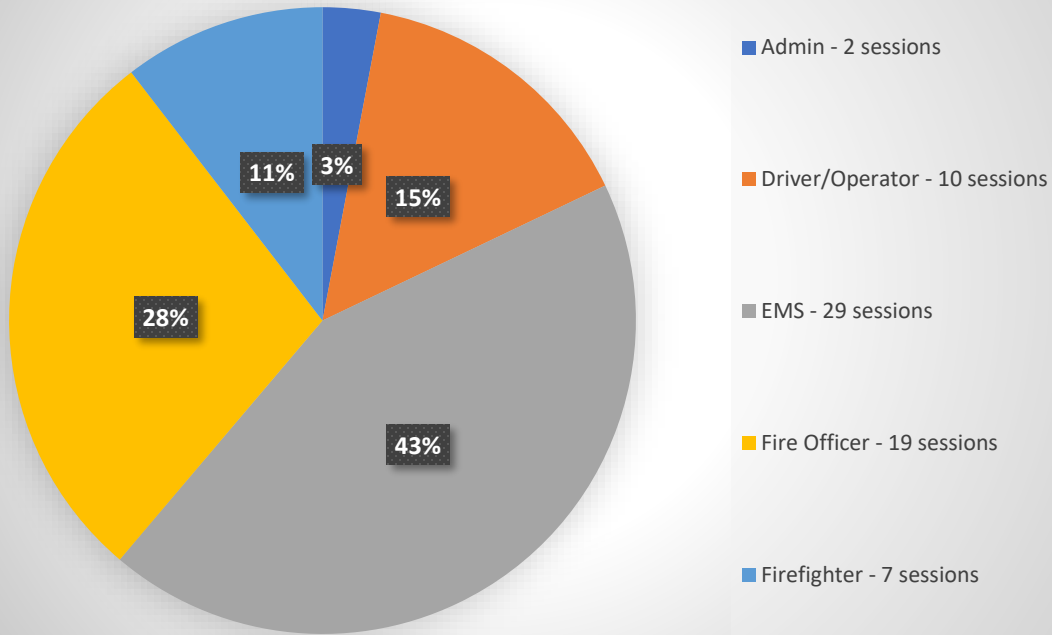
FIRE Structure	20
FIRE Utility	7
FIRE Vehicle	1
FIRE Washdown	1
FIRE Water Resc	5
PD Accident	1
PI Accident	20
Total for Year:	595

PI Accident	9
Total for Month:	263

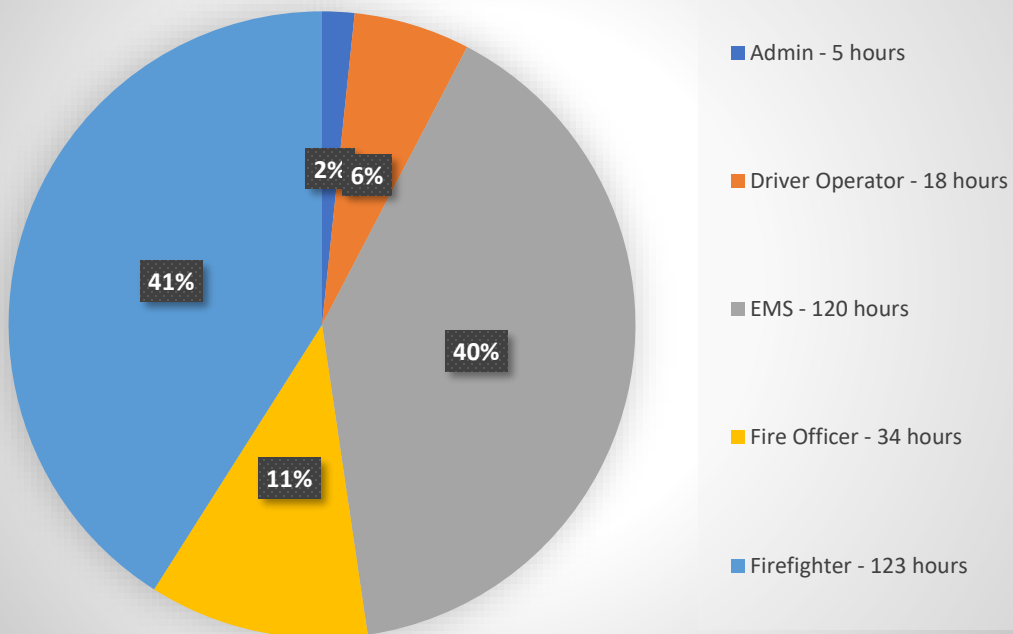
# March 2025 Training Report

## Hours Logged: 300

### Sessions by Category



### Hours by Category





## **SUPERINTENDENT'S REPORT**

**March 2025**

### **1. 5 Year Master Plan Update**

- Public Meeting was hosted on March 13, 2025, 6:30pm @ Clubhouse.
- Final edits of strategic planning timelines were submitted to Context Design.

### **2. Dog Park**

Current membership at the time of this report is 47 members.

### **3. Staffing**

**Part Time Crew Worker Position**-We have received a few applications for the Part-Time Crew Worker Position. We have conducted two interviews at the time of this report and plan to continue to review applications and interview through the second week of April.

**Seasonal Crew Worker Position(s)**- The department will need to open the 2 seasonal job postings now in preparation of a mid-late May start date. We typically retain our seasonal staff Memorial Day through August.

### **4. Projects and Improvements**

#### **A. Bartlett Wahlberg Park Shelter & Projects**

- Shelter Construction-To begin in July
- Shelter Sidewalk-The sidewalk approach to the shelter has been identified as a 20ft approach to allow more green space lakeside of the shelter.
- Shelter Placement – placement of this shelter has been decided for this location and shared with the building department for permitting purposes.
- Parking Lot-The proposed project to crack fill, sealcoat and stripe has been scheduled. Once construction is complete, this project will move forward.

#### **B. Kiwanis Shelter & Projects**

- Shelter Construction-To begin mid June.
- Shelter Placement- has been confirmed and shared with the building department for permitting purposes.
- Shelter Sidewalk-The sidewalk approach to the shelter has been identified as a 32ft approach to the shelter.
- The patio area next to the playground has been re-paved and sanded due to this area sinking after it was originally installed.
- Drinking fountain swap at Kiwanis Park- the new fountain for the dog park has arrived. This was a 2024 encumbered purchase. Installation quotes are being

**B. Kiwanis Shelter & Projects Continued**

- sought by the Maintenance Foreman. Now that he has a better understanding of the project scope, he has communicated those needs to the plumbers to estimate properly.

**C. Meyer Manor Park**

- Sport surfacing has been scheduled for a gray court with black lines. This part of the court revitalization should be completed by June. We encumbered funds from 2024 to complete this portion of the project.
- Memorial Bench quote and next steps have been shared with Councilwoman Dickson.
- Tree type, placement of tree and planting timelines are still to be determined by Councilwoman Dickson.
- Basketball backboards will be installed soon to allow use of the court while we await sport coating and other planned improvements.

**D. Community Garden**

- Our community garden kit has arrived and will be installed soon with the hope the garden will be ready to plant around Mother's Day. We did encumber \$563.73 last year to purchase plants and soil conditioner. Additional costs of soil, landscape materials, and sensory garden components are anticipated for this project.
- Our volunteer call-out meeting was hosted on March 27<sup>th</sup> with 8 volunteers in attendance. The next meeting of the garden volunteers has been scheduled for April 14<sup>th</sup>.
- Mr. Kubiak identified the sidewalk extension near the garden is necessary as the temporary shop sidewalk approach needs to be widened along with an extension of the existing stormwater drain. A project proposal from the Maintenance Foreman was sent to the Park Board for review.

**E. Cedar Crest Park**

- Slide modification and surfacing expansion has now been completed with the arrival of playground mulch for the season.

**F. Hanover Park**

- The shelter roof has been replaced and the wood structure has been power washed. The roof replacement was an encumbered project from 2024.
- Additional maintenance of shelter footings and staining are on the maintenance crews project list.

**G. Park Welcome Signs & Town Ground Restroom Signage**

- Woods of Cedar Creek Park, Monon Park, Meyer Manor Park, Monastery Woods Park, Park Office (installed now), Beach, Park of the Red Cedars and Restroom signs for Town Grounds Restroom have arrived. All of these signs with the exception of the restroom signs were purchased with 2024 encumbered funds.
- The maintenance crew have been working on preparing the mounting posts so that this installation can move forward.

#### **4. Projects and Improvements Continued**

##### **H. Lion's Den Remodel**

- The Lions Den remodel will be scheduled by the contracted vendor soon. We anticipate this project in April if weather permits. We encumbered funds in 2024 to complete this project in the Spring of this year.

#### **5. Committees of Park Board**

Sub-Committees of the Park Board were identified in our February 2025 meeting.

Infrastructure and Projects Committee- Dave Jostes and Gayle Brannon

Programs and Events Committee- Greg Marquardt and Paul Rodriguez

The department met with both sub-committees this month. I have been working with the Recreation Coordinator and Maintenance Foreman to achieve the goals that were outlined in these meetings.

#### **6. Clubhouse Light Pole**

The damaged light pole has been replaced at the Clubhouse Parking Lot.

#### **7. Picnic Table QR Codes-A Public Awareness Marketing Initiative**

I am awaiting the new town website completion so that I can create a QR code label to be placed on the picnic tables. These labels will be approximately 3" X 3" squares and made of vinyl wrap used for cars. The public will be able scan the code that will bring them to our Park Website Page so they can discover all of the things we are doing at Cedar Lake Parks!

#### **8. Outstanding Items**

- Rental fees of Town Grounds and creation of a Town Grounds non-reverting account
- Park Maintenance Shop
- Ordinance 1460
  - Job description changes
- 2025 Salary Ordinance
  - Maintenance on-call changes

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

**Respectfully Submitted,**

**Mindi Ray**



## Town of Cedar Lake

### Office of Building, Zoning, and Planning

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

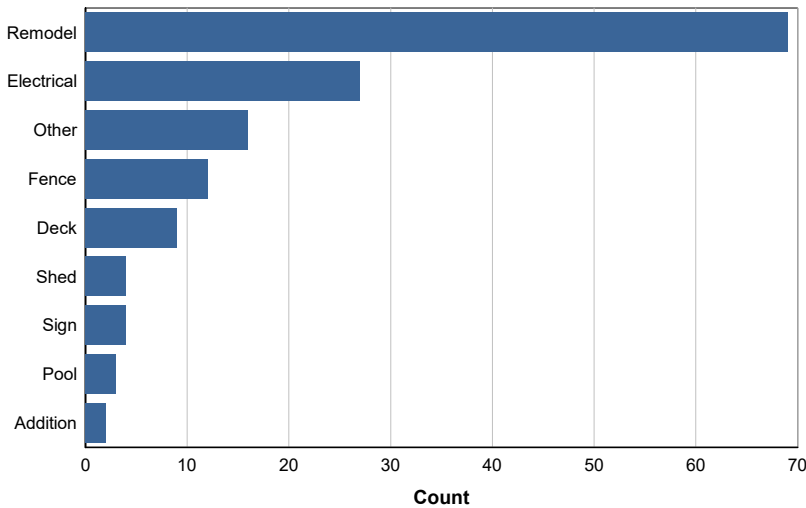
Tel (219) 374-7000 - Fax (219) 374-8588



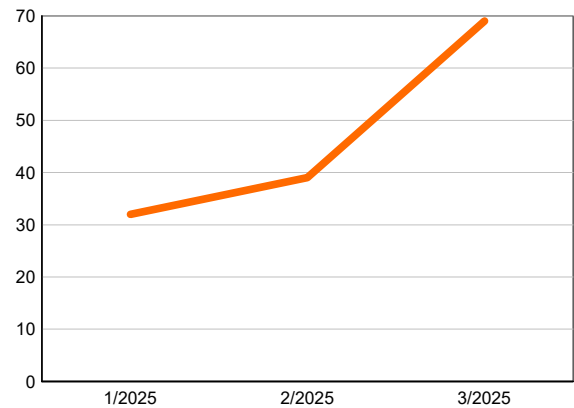
## Report of All Other Permits

1/1/2025 to 3/31/2025

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**

#### March 2025

Residential Permits: **62**

Commercial Permits: **3**

Church Permits: **1**

School Permits: **1**

Municipal Permits: **2**

Total of Other Permits: **69**

Residential Permits Value: **\$1,199,822**

Commercial Permits Value: **\$106,495**

Church Permits Value: **\$85,000**

School Permits Value: **\$26,845**

Municipal Permits Value: **\$57,720**

Total Value of All Other Permits: **\$1,475,882**

Grand Total of Other Permits: **140**

Grand Total Value of All Other Permits: **\$2,588,873**

**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

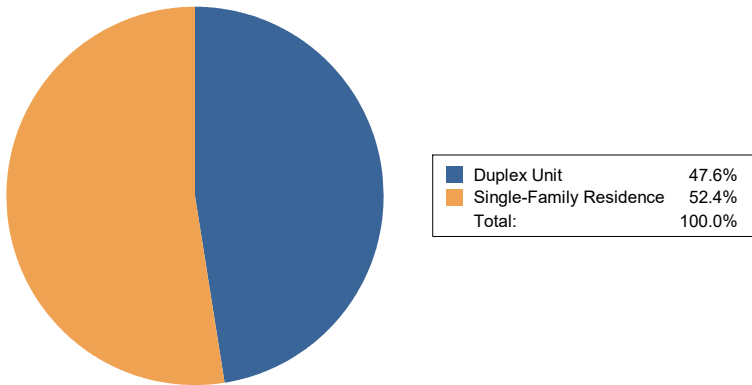


**Report of All New Construction Permits**

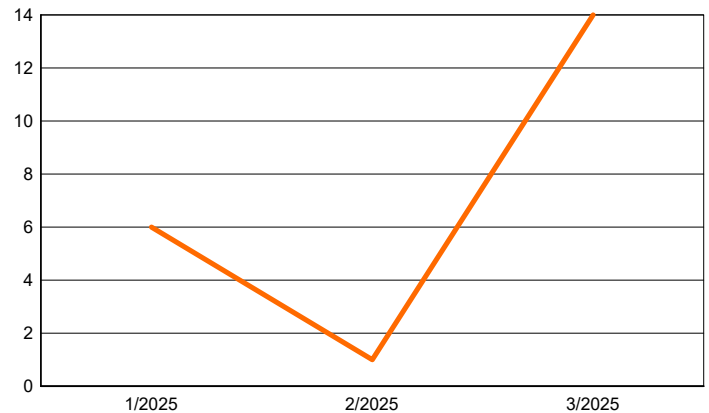
**1/1/2025 to 3/31/2025**

**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**

**March 2025**

Residential New Construction Permits: **14**

New Residential Construction Value: **\$4,441,640**

New Construction Permits: **14**

Total Value of Construction for March: **\$4,441,640**

Total New Construction Permits: **21**

Total Value of New Construction: **\$6,406,640**

Total Residential New Construction Permits: **21**

Total Value of New Residential Construction: **\$6,406,640**

Total Commercial New Construction Permits: **0**

Total Value of New Commercial Construction:

Total School New Construction Permits: **0**

Total Value of New School Construction:



April 14, 2025

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

Attention: Ben Eldridge – Town Manager

Re: Town Engineer Report for April 15, 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 April 15, 2025 Town Council meeting. This report covers activities for the period of March 19, 2025 through April 14, 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

CBBEL submitted the 2025 annual report to IDEM on April 3<sup>rd</sup>. The report was received and reviewed with no deficiencies noted. CBBEL staff have also begun completing Quarter 2 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 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 had its second reading at the Senate Environmental Affairs Committee on April 10<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:** The House concurred with the Senate amendments on April 1<sup>st</sup> 92-0 and the bill is now awaiting the Governor's signature.

**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:** The bill had its first reading at the Senate Local Government Committee on March 3<sup>rd</sup>.

**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

47-2 after amendments on April 18<sup>th</sup>. The bill was passed back to the House and they dissented to the Senate amendments on March 27<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 sunsetted 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>. The bill passed out of the Senate Appropriations Committee on April 10<sup>th</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:** The bill passed out of the House 92-1 with several amendments on April 8<sup>th</sup>. The Senate dissented from the House amendments on April 10<sup>th</sup>.

**Senate Bill 197 – Unsafe Building Law:** Changes the unsafe building law to give property owners more time to respond to violations before fines are assessed or liens are applied. **ACTION:** Passed out of the Senate 41-8 on February 20<sup>th</sup> and passed out of the House after several amendment votes on April 10<sup>th</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 were submitted to INDOT prior to the CCMG deadline to procure funds totaling \$770,092.09. NIPSCO is still completing gas relocation plans for the subdivision. We have been told 100% plans should be completed towards the end of April. Rieth-Riley was advised of this delay last Friday as this issue will likely delay the project start until late June or after the July 4<sup>th</sup> holiday.
- **INDOT Safety Project Notice of Funding Availability:** *No Change from Previous Report.* CBEL 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.

CBEL 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):** 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>.

CBEL 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. The FY 2025 SS4A funding opportunity was released on March 31<sup>st</sup>. Grant applications are due by June 26<sup>th</sup>. As previously noted, the Town still needs to adopt the formal plan prior to being eligible for Implementation

## Grants.

### **5) Town Street Committee & Roadway Items**

- 141<sup>st</sup> Avenue Corridor (Parrish Avenue to West Corporate Limit): *No Change from Previous Report.* 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 Category Exclusion document was approved on February 28<sup>th</sup>. Stage 3 design plans and corresponding documentation were submitted to INDOT on March 21<sup>st</sup>. We are waiting for the INDOT plan review to be completed prior to final tracings being due in July. As a reminder, the letting for this project was reprogrammed to November 2025 based on continued INDOT environmental review and added scope related to the geotechnical findings within the corridor. This has moved the project into an early 2026 construction.
- Shades AA/AB Paving Projects, CCMG 2025-01: The Town was notified on March 6<sup>th</sup> that they were awarded funding for both applications totaling \$342,000.00. Executed INDOT contracts were distributed by the Clerk-Treasurer on April 11<sup>th</sup>. The projects must be awarded and under contract with the chosen Contractor by June 28<sup>th</sup> to procure the awarded funds. 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. The concrete foundations have been poured for the three EVP poles. The poles and other equipment are on order and will be installed when received by Hawk.
- 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. It is our understanding that the public notice has been issued for the Robin's Nest Phase 1 ADA Ramp and Sidewalk Improvement project. CBBEL prepared the CBDG application and forwarded it to Town staff. The application for these funds is May 5<sup>th</sup>. Upon application approval, CBBEL will complete bid documents for the project.

## **6) Water Utility**

The Robin's Nest Pump Upgrades installation has been substantially completed and the boil advisory has been lifted. Public Works staff is still completing repairs and testing on the second well pump. DVG completed the post-fill Krystal Oaks tower survey and settlement of the tank was minimal at 0.01-0.04 ft.

The Paradise Cove Well and Chemical Treatment Upgrades Permit was issued on March 12<sup>th</sup>. Shop drawings were approved last week and the new 1,000-gallon hydropneumatic tank should be progressing to manufacturing. This tank is the critical path to bringing the system on-line. The tank has an estimated completion date of late May.

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 issued a comment letter on April 3<sup>rd</sup> for the Applicant to address.
- Starceovich Estates 2-Lot Subdivision: CBBEL issued a letter on April 14<sup>th</sup> recommending approval.
- M&M Warehouse (Railside, Lot 17): CBBEL issued a letter on April 8<sup>th</sup> recommending approval.
- NRAA Family Investments (Railside, Lot 6): CBBEL received a re-submittal on April 9<sup>th</sup> and is currently reviewing.
- Henns Holding (Railside, Lot 26): CBBEL issued a comment letter on April 11<sup>th</sup> for the Applicant to address.
- Vroom Estates 1-Lot Subdivision: CBBEL received a re-submittal on April 3<sup>rd</sup> and is currently reviewing.
- 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. **It is our understanding that the current owner came to Town Hall after eminent domain procedures had begun. We trust the Town is working with the owner to obtain the necessary easements or right-of-access on the property for the project to proceed.**

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. **A request was forwarded to DVG last week to correct some items on the survey. Preparation of preliminary design and cost estimates will commence after this information has been provided.**

10708 W. 133<sup>rd</sup> Place, Hanover Plat C: It is our understanding the storm sewer within the public right-of-way of W. 133<sup>rd</sup> Place was cleaned of debris and is now in good condition. CBBEL and Public Works will monitor this area during rain events and re-assess, as necessary.

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.**

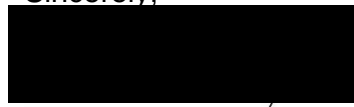
## 9) Building Department

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 041825.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 04/14/25

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
060015.00001	Town Council	n/a	Town Council Report for 04/15/25 meeting	Completed	04/14/25
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. – 04/14/25 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 were submitted to INDOT prior to the CCMG deadline to procure funds totaling \$770,092.09. NIPSCO is still completing gas relocation plans for the subdivision. We have been told 100% plans should be completed towards the end of April. Rieth-Riley was advised of this delay last Friday as this issue will likely delay the project start until late June or after the July 4 <sup>th</sup> holiday. – see 04/14/25 Council Report for details.	ongoing
230510	133 <sup>rd</sup> Road Raise and Watermain	\$145,150.00	Design & Permitting	The Category Exclusion document was approved on February 28 <sup>th</sup> . Stage 3 design plans and corresponding documentation were submitted to INDOT on March 21 <sup>st</sup> . We are waiting for the INDOT plan review to be completed prior to final tracings being due in July. As a reminder, the letting for this project was reprogrammed to November 2025 based on continued INDOT environmental review and added scope related to the	

# Town of Cedar Lake – Project Status Report

## Christopher B. Burke Engineering, LLC

updated 04/14/25

Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
				geotechnical findings within the corridor. This has moved the project into an early 2026 construction. – see 04/14/25 Council Report for details.	
090043	MS4 Coordination	\$19,400 (annual)	MS4 Coordination Services & Development	CBBEL submitted the 2025 annual report to IDEM on April 3 <sup>rd</sup> . The report was received and reviewed with no deficiencies noted. CBBEL staff have also begun completing Quarter 2 MS4 construction site inspections for 2025. – see 04/14/25 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																																					