



TOWN COUNCIL PUBLIC MEETING AGENDA

February 1, 2022 - 7:00 PM

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

CALL TO ORDER/ROLL CALL:

___ Robert H. Carnahan, Ward 1

___ John Foreman, Ward 2

___ Julie Rivera, Ward 3

___ Ralph Miller, Ward 4

___ Colleen Schieben, Ward 6

___ Richard Sharpe, Ward 7, Vice-President

___ Randell Niemeyer, Ward 5, President

___ Jennifer Sandberg, Clerk-Treasurer

___ Margaret Abernathy, TM Administrative Assistant

___ David Austgen, Town Attorney

OATH OF OFFICE: POLICE DEPARTMENT -Benjamin King, Police Officer

PUBLIC COMMENT (*on agenda items*):

CONSENT AGENDA:

1. **Minutes:** December 21, 2021; January 4, 2022; and January 18, 2022
2. **Claims:** All Town Funds: \$296,849.40; Wastewater Operating: \$230,538.28; Water Utility: \$106,450.96; Storm Water: \$49,450.69; Payroll: 1/20/22 & 2/1/2022: \$254,927.49; and December Payroll Remittances: \$176,423.06.

ORDINANCES & RESOLUTIONS:

1. **Ordinance No. 1409 – Redevelopment Authority Lease Bond Issuance (Introductory Reading)**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, APPROVING A LEASE BETWEEN THE CEDAR LAKE REDEVELOPMENT AUTHORITY AND THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, REDEVELOPMENT COMMISSION, MAKING AN ADDITIONAL APPROPRIATION IN CONNECTION THEREWITH, AND ALL MATTERS RELATED THERETO

2. **Ordinance No. 1410 – Salary Ordinance Amendment**

AN ORDINANCE AMENDING TOWN SALARY ORDINANCE NO. 1400 ESTABLISHING JOBS AND SALARIES TO BE PAID CERTAIN OFFICES, POSITIONS, AND JOBS WITHIN THE TOWN OF CEDAR LAKE FOR THE CALENDAR YEAR 2022, AND REPEALING ALL ORDINANCES, OR PARTS THEREOF, IN CONFLICT THEREWITH.

3. **Ordinance No. 1411 – Establishing The Department of Parks and Recreation**

AN ORDINANCE CREATING AND ESTABLISHING A DEPARTMENT OF PARKS AND RECREATION FOR THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, PURSUANT TO THE TERMS AND PROVISIONS OF INDIANA CODE §36-10-3, et seq., REPEALING ALL PRIOR ORDINANCES OR RESOLUTIONS CREATING SEPARATE PARK AND RECREATION AUTHORITIES, AND ALL MATTERS RELATED THERETO.

BZA/Plan Commission:

1. Letter of Credit Conversion from Performance Letter of Credit to Maintenance Letter of Credit – Summer Winds Commercial

NEW BUSINESS:

1. Bid Opening for the Sale of Town-Owned Properties
2. Financial General Services Agreement with O.W. Krohn
3. Professional Services Agreement with Veridus Group – Development/Redevelopment
4. Acceptance of 133rd and King based on Final Inspection Recommendation (The RDC recommended that the Town Council Accept the project as final at the 1-24-22 Meeting)
5. Police Reimbursement Agreement – Benjamin King
6. Engagement Agreement with Crowe for General Professional Services
7. Engagement Agreement with Crowe for Professional Services for Bond Matters
8. 2021 Indiana Medicaid EMS Supplemental Payment Cost Report Engagement Letter
9. Appointment Town Council Liaison to the Park Board
10. Park Board Term Expirations
11. Update on the Short-Term Response Plan on Public Access to Town Hall Due to Covid

REPORTS:

1. Town Council
 - a. SRF PER Report
2. Town Attorney
3. Clerk-Treasurer
4. Town Manager
5. Director of Operations
6. Police Department
 - a. Peddler's Permit
7. Fire Department

WRITTEN COMMUNICATION:

1. Julie Zasada – Tourism Funds Request for CLHA

PUBLIC COMMENT:

ADJOURNMENT:

PRESS SESSION:

NEXT MEETING: Tuesday, February 15, 2022 at 7:00 pm

The Town of Cedar Lake is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding accessibility of the meeting or the facilities, please contact the Cedar Lake Town Hall at (219) 374-7400.

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February 1, 2022

ALL TOWN FUNDS	\$296,849.40
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WASTEWATER OPERATING	\$230,538.28
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WATER UTILITY	\$106,450.96
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STORM WATER	\$49,450.69
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PAYROLL 1/20/22 , 2/1/22	\$254,927.49
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DECEMBER PAYROLL REMITTANCES	\$176,423.06
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TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1409

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF
CEDAR LAKE, LAKE COUNTY, INDIANA, APPROVING A LEASE
BETWEEN THE CEDAR LAKE REDEVELOPMENT AUTHORITY AND
THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA,
REDEVELOPMENT COMMISSION, MAKING AN ADDITIONAL
APPROPRIATION IN CONNECTION THEREWITH, AND ALL
MATTERS RELATED THERETO**

WHEREAS, the Cedar Lake Redevelopment Authority (the “Authority”) has adopted a Resolution indicating its intent to issue its Cedar Lake Redevelopment Authority Lease Rental Revenue Bonds (the “Bonds”), in one (1) or more series, in an aggregate principal amount not to exceed Three Million Nine Hundred Thousand Dollars (\$3,900,000), to (i) finance a portion of the costs of the acquisition, construction, rehabilitation and improvement of a lake restoration project for Cedar Lake, including the acquisition of real property, construction of a dewatering facility, sediment removal, and road and railroad improvement and restoration (collectively, the “Project”); (ii) pay any capitalized interest on the Bonds; and (iii) pay costs incurred in connection with the issuance of the Bonds; and

WHEREAS, the Authority and the Town of Cedar Lake, Lake County, Indiana, Redevelopment Commission (the “Commission”) have each adopted Resolutions approving a proposed Lease Agreement in the form presented at this public meeting (the “Lease”) for the purpose of paying the principal of and interest on the Bonds issued pursuant to the provisions of I.C. §36-7-14.5 to finance a portion of the cost of the Project, and the Commission scheduled a Public Hearing regarding the Lease and the Project pursuant to the provisions of I.C. §36-7-14-25.2, and also published a Notice of such Public Hearing pursuant to the provisions of I.C. §5-3-1; and

WHEREAS, on February 15, 2022, said public hearing was held, and all interested parties were provided the opportunity to be heard at the public hearing; and

WHEREAS, the Commission, at a public meeting on February 15, 2022, adopted a Resolution finding, pursuant to the provisions of I.C. §36-7-14.5-14, that the lease rental payments to be paid by the Commission to the Authority pursuant to the Lease are fair and reasonable and finding, pursuant to the provisions of I.C. §36-7-14-25.2, that the terms of the Lease are based upon the value of the Leased Premises (as defined in the Lease) and that the use of the Project throughout the term of the Lease will serve the public purpose of the Town of Cedar Lake, Lake County, Indiana (the “Town”), and is in the best interests of its residents; and

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the “Town Council”), as the duly elected legislative and fiscal body of the Town, now seeks to approve the Lease pursuant to applicable provisions of Indiana law, including I.C. §36-7-14-25.2, which provides that any lease approved by a Resolution of the Commission must be approved by an Ordinance of the Fiscal Body of the Town; and

WHEREAS, in connection with the Project, it will be necessary for the Town to transfer the existing right-of-way interests of the Town in the portion of the roads and streets set forth in the Lease (the “Town’s Real Property Interests”) to the Authority for Ten Dollars (\$10) from the proceeds of the Bonds in connection with Resolutions to be adopted by the Town and the Authority regarding such transfer; and

WHEREAS, the Town Council intends to use the money received from the transfer of the Town’s Real Property Interests to the Authority to pay for any portion of the costs of the Project not undertaken by the Authority or the Commission; and

WHEREAS, it is necessary for the Town Council to appropriate the proceeds of the Bonds paid to the Town for the transfer of the Town’s Real Property Interests; and

WHEREAS, notice has been given, and on this date, a public hearing has been conducted regarding such appropriation, as required by applicable Indiana law.

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

SECTION ONE: **Approval of Lease.** The Town Council hereby approves the Lease, as approved by the Commission, pursuant to the provisions of I.C. §36-7-14-25.2, and hereby approves the issuance of the Bonds.

SECTION TWO: **Transfer of Real Property Interests.** The Town Council hereby authorizes the transfer of the Town’s Real Property Interests which will be included in the Leased Premises under the Lease for sale price set forth above, pursuant to Resolutions to be adopted by both the Town and the Authority, which will be paid to the Town out of the proceeds of the Bonds.

SECTION THREE: **Appropriation of Proceeds.** An appropriation in an amount of not to exceed Ten Dollars (\$10), together with all investment earnings thereon, shall be and hereby is made from the proceeds of the Bonds to be paid to the Town by the Authority in connection with the transfer of the Town’s Real Property Interests to finance any portion of the Project not undertaken by the Authority or the Commission.

SECTION FOUR: **Authorization of Other Actions.** Any Member of the Town Council and the Clerk-Treasurer of the Town, or any other Officer, Employee or Agent of the Town, is hereby authorized and directed, for and on behalf of the Town, to execute and deliver any contract, agreement, certificate, instrument or other document and to take any action as such person determines to be necessary or appropriate to accomplish the purposes of this Ordinance, with such determination to be conclusively evidenced by such person’s execution of such contract, agreement, certificate, instrument or other document or such person’s taking of such action.

SECTION FIVE: This Ordinance shall take effect, and be in full force and effect, from and after its passage and adoption by the Town Council, in conformance with applicable law.

**ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF
THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, THIS ____ DAY OF
_____, 2022.**

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

Randell C. Niemeyer, President

Richard Sharpe, Vice-President

Robert H. Carnahan, Member

John C. Foreman, Member

Julie A. Rivera, Member

Ralph Miller, Member

Colleen Schieben, Member

ATTEST:

Jennifer N. Sandberg, IAMC, Clerk-Treasurer

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1410

AN ORDINANCE AMENDING TOWN SALARY ORDINANCE NO. 1400 ESTABLISHING JOBS AND SALARIES TO BE PAID CERTAIN OFFICES, POSITIONS, AND JOBS WITHIN THE TOWN OF CEDAR LAKE FOR THE CALENDAR YEAR 2022, AND REPEALING ALL ORDINANCES, OR PARTS THEREOF, IN CONFLICT THEREWITH.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, has reviewed Town **Salary Ordinance No. 1400** establishing jobs and salaries to be paid certain offices, positions, and jobs within the Town of Cedar Lake for the year **2022**; and

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, has been advised that modifications and amendments to Town **Salary Ordinance No. 1400** are necessary and appropriate based upon circumstances reported to the Town Council, and

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, having reviewed the circumstances and considered all recommendations, and being duly advised, now concurs that it is advisable, necessary, appropriate, and in the best interests of the residents of the Town of Cedar Lake, that Town **Salary Ordinance No. 1400** be amended to add/revise job positions, and salaries to be paid to such positions, and all related amendments.

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

SECTION ONE: That the following assignments and compensations be amended and added to the Section entitled Town Council & Administration and Boards & Commissions in Town Ordinance No. 1400, as amended from time to time, to read and provide as follows:

Town Council & Administration

Town Manager	Salary	Not to Exceed \$4,038.47 Bi-Weekly Maximum 30% GEN/40% WW/20% WTR/6% SWD/4% RDC
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Boards & Commissions

Park Board	Per Meeting	Not to Exceed \$106 Per Meeting 100% General
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SECTION TWO: That this amendment shall be for the pay period beginning January 30, 2022.

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

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

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

**ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF
CEDAR LAKE, LAKE COUNTY, INDIANA, THIS 1st DAY OF February, 2022.**

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

Randell C. Niemeyer, President

Richard Sharpe, Vice-President

Robert H. Carnahan, Member

John Foreman, Member

Julie Rivera, Member

Ralph Miller, Member

Colleen Schieben, Member

ATTEST:

Jennifer N. Sandberg, IAMC
Clerk-Treasurer

TOWN OF CEDAR LAKE

EXHIBIT A

SCHEDULE OF 2022 SALARIES AND WAGES

Department	Employee Description	Position Type	Pay Base	2022 Bi- Weekly Maximum	2022 Hourly Maximum	GEN (%)	MVH (%)	LCSW (%)	WW (%)	WTR (%)	SWD (%)	RDC (%)	Parks (%)	Total (%)
Clerk-Treasurer	Clerk-Treasurer	Elected	Salary	\$ 2,115.38		41.0%	0.0%	0.0%	31.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Clerk-Treasurer - IAMC	Elected	Salary	2,307.69		41.0%	0.0%	0.0%	31.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Clerk-Treasurer - CMC	Elected	Salary	2,403.84		41.0%	0.0%	0.0%	31.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Clerk-Treasurer - CPS	Elected	Salary	2,500.00		41.0%	0.0%	0.0%	31.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Clerk-Treasurer - CPM	Elected	Salary	2,596.15		41.0%	0.0%	0.0%	31.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Clerk-Treasurer - MMC	Elected	Salary	2,692.31		41.0%	0.0%	0.0%	31.0%	18.0%	5.0%	5.0%	0.0%	100.0%
	Chief Deputy	Full-time	Salary	1,800.00		45.0%	0.0%	0.0%	32.0%	18.0%	5.0%	0.0%	0.0%	100.0%
	Chief Deputy - IAMC	Full-time	Salary	1,875.00		45.0%	0.0%	0.0%	32.0%	18.0%	5.0%	0.0%	0.0%	100.0%
	Chief Deputy - CMC	Full-time	Salary	1,925.00		45.0%	0.0%	0.0%	32.0%	18.0%	5.0%	0.0%	0.0%	100.0%
	Chief Deputy - CPS	Full-time	Salary	1,975.00		45.0%	0.0%	0.0%	32.0%	18.0%	5.0%	0.0%	0.0%	100.0%
	Chief Deputy - CPM	Full-time	Salary	2,000.00		45.0%	0.0%	0.0%	32.0%	18.0%	5.0%	0.0%	0.0%	100.0%
	Deputy Clerk	Full-time	Hourly		\$ 20.00	0.0%	0.0%	0.0%	55.0%	33.0%	12.0%	0.0%	0.0%	100.0%
	Deputy Clerk - IAMC	Full-time	Hourly		21.00	0.0%	0.0%	0.0%	55.0%	33.0%	12.0%	0.0%	0.0%	100.0%
	Deputy Clerk - CMC	Full-time	Hourly		22.50	0.0%	0.0%	0.0%	55.0%	33.0%	12.0%	0.0%	0.0%	100.0%
	Payroll/Benefits Clerk	Full-time	Hourly		18.70	35.0%	0.0%	0.0%	40.0%	20.0%	5.0%	0.0%	0.0%	100.0%
	Town/Utility Billing Clerk	Full-time	Hourly		14.75	18.0%	0.0%	0.0%	40.0%	32.0%	10.0%	0.0%	0.0%	100.0%
	Town/Utility Billing Clerk (PT)	Part-time	Hourly		12.00	18.0%	0.0%	0.0%	40.0%	32.0%	10.0%	0.0%	0.0%	100.0%
	Accounts Payable Clerk	Full-time	Hourly		14.75	42.5%	0.0%	0.0%	35.0%	17.5%	5.0%	0.0%	0.0%	100.0%
	Accounts Payable Clerk (PT)	Part-time	Hourly		14.75	42.5%	0.0%	0.0%	35.0%	17.5%	5.0%	0.0%	0.0%	100.0%
Town Council & Administration	Town Manager	Full-time	Salary	\$ 4,038.47		30.0%	0.0%	0.0%	40.0%	20.0%	6.0%	4.0%	0.0%	100.0%
	Technology Director	Full-time	Salary	2,652.25		50.0%	0.0%	0.0%	20.0%	15.0%	15.0%	0.0%	0.0%	100.0%
	Administrative Assistant	Full-time	Hourly		\$ 19.50	35.0%	0.0%	0.0%	35.0%	17.5%	7.5%	5.0%	0.0%	100.0%
	Town Council President	Elected	Monthly	---- \$1,151.00	per month ----	25.0%	0.0%	0.0%	25.0%	25.0%	25.0%	0.0%	0.0%	100.0%
	Town Council Member	Elected	Monthly	---- \$1,061.00	per month ----	25.0%	0.0%	0.0%	25.0%	25.0%	25.0%	0.0%	0.0%	100.0%
	Custodian	Full-time	Hourly		17.00	60.0%	0.0%	0.0%	25.0%	0.0%	15.0%	0.0%	0.0%	100.0%
	Custodian (PT)	Part-time	Hourly		13.50	60.0%	0.0%	0.0%	25.0%	0.0%	15.0%	0.0%	0.0%	100.0%
	Utility Account Specialist	Part-time	Hourly		105.00	0.0%	0.0%	0.0%	50.0%	25.0%	25.0%	0.0%	0.0%	100.0%
	Recording Secretary	Full-time	Hourly		17.51	45.0%	0.0%	0.0%	25.0%	0.0%	25.0%	5.0%	0.0%	100.0%
Planning, Zoning & Building	Planning Director	Full-time	Salary	\$ 2,856.27		25.0%	0.0%	0.0%	42.5%	0.0%	27.5%	5.0%	0.0%	100.0%
	Building Administrator	Full-time	Salary	2,307.69		37.0%	0.0%	0.0%	40.0%	0.0%	23.0%	0.0%	0.0%	100.0%
	Building Coordinator	Full-time	Hourly		\$ 20.00	40.0%	0.0%	0.0%	40.0%	0.0%	20.0%	0.0%	0.0%	100.0%
	Planning Secretary	Part-time	Hourly		16.02	25.0%	0.0%	0.0%	42.5%	0.0%	27.5%	5.0%	0.0%	100.0%
	Building Inspector	Full-time	Hourly		28.85	40.0%	0.0%	0.0%	20.0%	20.0%	20.0%	0.0%	0.0%	100.0%
	On-Call Building Inspector	Part-time	Hourly		20.47	40.0%	0.0%	0.0%	20.0%	20.0%	20.0%	0.0%	0.0%	100.0%
Public Works (Streets, Parks & Utilities)	Operations Director	Full-time	Salary	\$ 2,856.27		15.0%	15.0%	0.0%	25.0%	25.0%	20.0%	0.0%	0.0%	100.0%
	Superintendent - PW	Full-time	Hourly		\$ 27.71	0.0%	25.0%	0.0%	27.0%	23.0%	25.0%	0.0%	0.0%	100.0%
	Superintendent - WW	Full-time	Hourly		27.71	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Superintendent - Water	Full-time	Hourly		27.71	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
	Foreman/Technician - WW	Full-time	Hourly		25.15	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Foreman/Technician - Water	Full-time	Hourly		25.15	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
	Foreman - PW	Full-time	Hourly		24.28	0.0%	25.0%	0.0%	27.0%	23.0%	25.0%	0.0%	0.0%	100.0%
	Foreman - WW	Full-time	Hourly		24.28	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Foreman - Water	Full-time	Hourly		24.28	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	100.0%
	Crew Leader - PW	Full-time	Hourly		22.56	0.0%	0.0%	34.0%	22.0%	22.0%	22.0%	0.0%	0.0%	100.0%
	Crew Leader - Other	Full-time	Hourly		22.56	----- Dependent on job description -----								N/A
	Mechanic	Full-time	Hourly		21.29	0.0%	25.0%	0.0%	25.0%		25.0%	0.0%	0.0%	100.0%
	Crew Worker	Full-time	Hourly		20.89	----- Dependent on job description -----								N/A
	Administrative Assistant	Full-time	Hourly		18.04	0.0%	33.0%	0.0%	23.0%	23.0%	21.0%	0.0%	0.0%	100.0%

On-Call Duty - A scheduled employee will be paid \$50.00. The employee shall be compensated for a minimum of one (1) hour of work when called in.

Uniform Allowance - Salaried and full-time crew are to receive \$350, payable annually with the last pay of September included with regular pay.

TOWN OF CEDAR LAKE

EXHIBIT A

SCHEDULE OF 2022 SALARIES AND WAGES

Department	Employee Description	Position Type	Pay Base	2022 Bi-Weekly Maximum	2022 Hourly Maximum	GEN (%)	MVH (%)	LCSW (%)	WW (%)	WTR (%)	SWD (%)	RDC (%)	Parks (%)	Total (%)
Parks and Rec	Open Space Groundskeeper	Part-time	Hourly		\$ 13.00	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Recreation Coordinator	Part-time	Hourly		19.00	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Program Instructor	Part-time	Per class	----- \$50.00	per class -----	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	100.0%
	Rec Aide/Soccer Referee	Part-time	Hourly		11.85	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	100.0%
Boards and Commissions	Board of Safety		Per meeting	---- \$106.00	per meeting ----	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	JMOB		Per meeting	---- \$106.00	per meeting ----	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Storm Water Management		Per meeting	---- \$106.00	per meeting ----	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	100.0%
	Plan Commission		Per meeting	---- \$106.00	per meeting ----	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	BZA		Per meeting	---- \$106.00	per meeting ----	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	RDC		Per meeting	---- \$106.00	per meeting ----	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	100.0%
	Unsafe Building Commission		Per meeting	---- \$106.00	per meeting ----	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Park Board		Per meeting	---- \$106.00	per meeting ----	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	<i>Boards and commissions are paid per meeting attended, payable semi-annually in July and December.</i>													
Police	Police Chief	Full-time	Salary	\$ 2,856.27		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Deputy Chief	Full-time	Salary	2,806.91		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Commander	Full-time	Salary	2,750.05		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Lieutenant	Full-time	Salary	2,665.88		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Sergeant	Full-time	Salary	2,588.01		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Corporal	Full-time	Salary	2,517.93		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Patrolman First Class	Full-time	Salary	2,459.96		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Patrolman	Full-time	Salary	2,389.01		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Probationary Patrolman	Full-time	Salary	2,312.01		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Code Enforcement Officer	Part-time	Hourly		\$ 20.00	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Administrative Assistant	Full-time	Hourly		21.61	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	FT Clerk	Full-time	Hourly		18.77	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	PT Clerk	Part-time	Hourly		17.90	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Police Officer First Class*	N/A	N/A	2,928.14		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	* Certified to Indiana Public Employees' Retirement Fund, rate is fixed.													
	<i>Police Grants - Full-time officers shall receive 1.5 times their hourly rate of pay in addition to their regular salary for work performed as outlined for each specific grant.</i>													
	<i>Uniform Allowance - Full-time officers are to receive \$1,500 paid semi-annually with the first pays of June and December and included with regular pay.</i>													
	<i>VIPS Stipend for 2022 - \$15 per callout stipend with December through May activity payable first pay July. June through November activity payable first pay in December. Other stipends include \$1,000 for Lieutenant position and \$500 for Sergeant position payable semi-annually on the first pays in July and December.</i>													
Fire	Fire Chief	Full-time	Salary	\$ 2,856.27		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Deputy Chief	Full-time	Salary	2,701.77		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Battalion Chief/EMT	Full-time	Salary	2,393.45		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	EMS Division Chief	Full-time	Salary	2,393.45		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Captain FF/Paramedic	Full-time	Salary	2,376.64		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Firefighter/Paramedic	Full-time	Salary	2,359.82		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Firefighter/EMT	Full-time	Salary	1,818.19		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Probationary Firefighter/Paramedic	Full-time	Salary	1,961.20		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	EMS Billing Clerk	Full-time	Hourly		\$ 17.32	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Firefighter/Paramedic**	Part-time	Hourly		19.44	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Firefighter/EMT	Part-time	Hourly		15.19	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	** 1977 Fire Pension/Disability Fund 1st Class Firefighter Salary equals Paramedic Pay per Resolution No. 1227.													
	<i>Uniform Allowance - Full-time officers are to receive \$350 paid annually with the last pay of January and included with regular pay.</i>													
Volunteer Fire Department	Training Officer	Volunteer	Stipend	----- \$1,000.00 annually -----		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Fire Inspector	Volunteer	Stipend	----- \$1,000.00 annually -----		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Deputy Chief	Volunteer	Stipend	----- \$2,000.00 annually -----		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Assistant Chief	Volunteer	Stipend	----- \$750.00 annually -----		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%

TOWN OF CEDAR LAKE

EXHIBIT A

SCHEDULE OF 2022 SALARIES AND WAGES

Department	Employee Description	Position Type	Pay Base	2022 Bi- Weekly	2022 Hourly	GEN (%)	MVH (%)	LCSW (%)	WW (%)	WTR (%)	SWD (%)	RDC (%)	Parks (%)	Total (%)
				Maximum	Maximum									
	Battalion Chief	Volunteer	Stipend	----- \$500.00 annually -----		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Captain	Volunteer	Stipend	----- \$300.00 annually -----		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Lieutenant	Volunteer	Stipend	----- \$200.00 annually -----		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Car/Clothing Allowance	Volunteer	Stipend	----- \$200.00 annually -----		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Fire Dispatch	Volunteer	Per Call-Out	----- \$15.00 per callout -----		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
	Training Pay	Volunteer	Per Call-Out	----- \$15.00 per callout -----		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
<i>Volunteer fire dispatch and training pay compensation activity from December through May payable in July, June through November activity payable in December.</i>														
<i>Stipends are paid semi-annually with the first pay in July and December.</i>														

Notes:

All wages for hourly employees may be lower than stated.

Hourly and bi-weekly rates shown for employees may be rounded.

Distributions may be adjusted beyond percentages shown based on type of work performed and budgetary constraints.

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO.: 1411

AN ORDINANCE CREATING AND ESTABLISHING A DEPARTMENT OF PARKS AND RECREATION FOR THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, PURSUANT TO THE TERMS AND PROVISIONS OF INDIANA CODE §36-10-3, et seq., REPEALING ALL PRIOR ORDINANCES OR RESOLUTIONS CREATING SEPARATE PARK AND RECREATION AUTHORITIES, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana, (hereinafter, the "Town Council"), is the duly elected legislative and fiscal body of the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation; and

WHEREAS, the Town Council has reviewed and investigated matters pertaining to Park and Recreation functions and services, as well as corresponding benefits, for the residents and citizens of the Town of Cedar Lake; and

WHEREAS, the Town Council, upon its review and investigation of Park and Recreation services, opportunities, and benefits for its taxpayers and citizens, has determined that substantial continuing review and investigation of Park and Recreation establishment matters within the Town was, and has been necessary; and

WHEREAS, the Town Council has continued its review and investigation of creation and establishment of a Department of Parks and Recreation for the Town, and has examined the circumstances and benefits for such creation and establishment, undertaken evaluation review of the responsibilities of an established Park and Recreation Board as well as responsibilities of same, and has concluded that creation and establishment of a Department of Parks and Recreation for the Town of Cedar Lake, governed by a Park and Recreation Board for this function and services for the residents and taxpayers of the Town of Cedar Lake, under the terms and provisions of Indiana Code §36-10-3, et seq, as amended from time to time, is in the best interests of the residents and taxpayers of the Town, and should be considered; and

WHEREAS, the Town Council, based upon its review and investigation, continuing to the present, and with the counsel and advice of qualified professional consultants, has determined that the creation and establishment of a Department of Parks and Recreation for the Town of Cedar Lake under the governance of a Park and Recreation Board to be established, for the provision of the functions and responsibilities of a Department of Parks and Recreation, promotes the public health, safety, comfort, morals, convenience and general welfare and well-being, is in the best interests of the residents and taxpayers of the Town, and should be duly adopted.

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

SECTION ONE: ESTABLISHMENT.

- A. There is hereby created and established, pursuant to the provisions of Indiana Code §36-10-3-3(a) and (b), as each are and have been amended, a Department of Parks and Recreation for the Town of Cedar Lake, Lake County, Indiana. The Department of Parks and Recreation shall be controlled by a “BOARD”, to be known hereinafter as the Town of Cedar Lake Park and Recreation Board.
- B. The Town of Cedar Lake, Lake County, Indiana (hereinafter, the “TOWN”), is a unit of local government, and is identified in the “General Park and Recreation Law”, which is cited at Indiana Code §36-10-3, et seq., as amended from time to time, and which is more specifically identified in State Law as Indiana Code §36-10-3-1 through Indiana Code §36-10-3-45, inclusive. All provisions of the aforesaid “General Park and Recreation Law” set forth referencing powers, duties, responsibilities, and related terms and provisions for a Municipality or Town related to an established Department of Parks and Recreation, shall be applicable to the Town of Cedar Lake Department of Parks and Recreation. This will specifically mean that the provisions of Indiana Code §36-10-3, et seq., are applicable to the Town of Cedar Lake Department of Parks and Recreation, its established Town Park and Recreation Board, and governance of actions and functions within the Cedar Lake Park and Recreation District, and all such provisions are approved herein for the Town of Cedar Lake Department of Parks and Recreation, and are adopted for the Town of Cedar Lake Department of Parks and Recreation. A copy of said Indiana “General Park and Recreation Law, and notably, the provisions of Indiana Code §36-10-3-1 through Indiana Code §36-10-3-45, inclusive, and as amended hereafter from time to time, are attached and incorporated herein by reference. In the event of amendments, including additional legislation or revision of any provisions of the Indiana General Park and Recreation Law referenced herein, such additional legislation, amendments or revisions shall be incorporated and included in this Cedar Lake Establishment Ordinance, when or if made hereafter.

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

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

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

ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, THIS _____ DAY OF FEBRUARY, 2022.

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

By: _____
Randell C. Niemeyer, Town Council President

By: _____
Richard Sharpe, Town Council Vice-President

By: _____
Robert H. Carnahan, Town Council Member

By: _____
John C. Foreman, Town Council Member

By: _____
Julie A. Rivera, Town Council Member

By: _____
Ralph Miller, Town Council Member

By: _____
Colleen Schieben, Town Council Member

ATTEST:

Jennifer N. Sandberg, IAMC
Clerk-Treasurer



Loan Center
9204 Columbia Avenue
Munster, Indiana 46321
219.853.7500

January 21, 2022

Town of Cedar Lake
Attention: Plan Commission
7408 Constitution Ave.
Cedar Lake, Indiana 46303

Ladies and Gentlemen:

Peoples Bank, at the request of Summer Winds Commercial, LLC, has provided its Irrevocable Replacement Standby Letter of Credit No. CL7602LC, for Summer Winds Plaza, in the amount of Twenty-Five Thousand Seven Hundred Fifty-Two Dollars and 60/100 (\$25,752.60), dated January 21, 2022 in your favor, which is enclosed herewith. This will certify that Dustin Gorelick, Vice President, Business Banker, is authorized to provide and execute the enclosed Irrevocable Replacement Standby Letter of Credit, the signature appearing on said Letter of Credit is authentic, and Peoples Bank has complied with all banking laws and requirements and other laws in connection with the issuance of such Letter of Credit. Upon receipt of the Irrevocable Replacement Standby Letter of Credit, please return original Letter of Credit No. CL7578LC to us.

Sincerely,

Todd Scheub

Todd Scheub, EVP
Chief Banking Officer

Enclosure: Letter of Credit No. CL7602LC

TS/ns



Loan Center
9204 Columbia Avenue
Munster, Indiana 46321
219.853.7500

IRREVOCABLE REPLACEMENT STANDBY LETTER OF CREDIT No. CL7602LC

Issuance Date: January 21, 2022

Expiration Date: January 21, 2025

Amount: \$25,752.60

(maximum aggregate face amount)

Issuing Bank:

Peoples Bank
9204 Columbia Avenue
Munster, IN 46321
Attn: Commercial Loan Department
Telephone: 219-853-7500

In Favor of Beneficiary:

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

For the Account of Applicant:

Summer Winds Commercial, LLC
40 E. Joliet Street, Suite 1B
Schererville, IN 46375

Re: Summer Winds Plaza, Cedar Lake, IN

Ladies and Gentlemen:

Please be advised that Peoples Bank ("Issuer") has established our Irrevocable Replacement Standby Letter of Credit No. CL7602LC, replacing CL7578LC, in an aggregate amount of Twenty-Five Thousand Seven Hundred Fifty-Two and 60/100 Dollars (\$25,752.60) ("Credit"), at the request and for the account of Summer Winds Commercial, LLC ("Applicant") in favor of the Town of Cedar Lake, Indiana ("Beneficiary"). For information only, we are informed that this Letter of Credit is for the purpose of insuring Applicant's proper maintenance of the Summer Winds Plaza ("Maintenance"):

The face amount of this Credit shall be reduced from time to time by means of our amendment upon acceptance by the Beneficiary of any of the Improvements. The Beneficiary will notify us in writing that they accepted the specific Improvements and release us from payment hereunder and that the amount of this Credit will be so reduced by such amount.

In the event the Applicant defaults in its obligation to maintain which is mentioned above, and it becomes necessary for the Beneficiary to maintain same, Peoples Bank will pay any sight drafts up to but not exceeding in the aggregate the amount available under this Credit presented to it by 12:00 P.M. on or before January 21, 2025.

All drafts drawn hereunder must be identified as "drawn under Peoples Bank Letter of Credit No. CL7602LC, dated January 21, 2022." This Credit is restricted to the undersigned by the Beneficiary and payment of said drafts is subject to failure to complete the required Maintenance for Summer Winds Plaza. Drafts must be accompanied by the following documentation:

1. This Letter of Credit and all original amendments, if any, so that any payment made pursuant to it may be recorded thereon; and
2. A duly and manually signed and dated statement from an authorized Officer of the Town of Cedar Lake stating that the Applicant has failed to complete the required Maintenance for Summer Winds Commercial, LLC and the Maintenance of the Applicant is not acceptable, together with estimated costs and an explanation of all defects, which explanation must be certified by Cedar Lake's Town Engineer, or some other registered professional engineer, and has been provided to the Applicant prior to the drawing drawn or to be drawn under the Peoples Bank Letter of Credit.

Any amendments to the terms of this credit must be in writing over authorized signature of an officer of Peoples Bank. All draws must be received by 12:00 P.M. on or before January 21, 2025, at the Issuer's address listed above.

This Irrevocable Replacement Standby Letter of Credit is governed by the laws of the State of Indiana and is issued subject to the International Standby Practices 1998 (ISP98), International Chamber of Commerce Publication No. 590.

Sincerely,



Dustin Gorelick, VP
Business Banker

DG/ns

ACCEPTED according to its terms this _____ day of _____, 2022

TOWN OF CEDAR LAKE, INDIANA
TOWN COUNCIL

By _____
Randell C. Niemeyer
Town Council President

ATTEST:

Jennifer N. Sandberg, IAMC
Clerk-Treasurer



January 19, 2022

Randy Niemeyer
Town of Cedar Lake
7408 Constitution Avenue
Cedar Lake, IN 46303

Re: Development / Redevelopment Consulting Services

Mr. Niemeyer,

Thank you for being a great partner with the Veridus Community & Economic Development Team in 2021. We look forward to continuing to work with you in the new year and based on a discussion with Mr. Niemeyer wanted to follow up with this proposal of how we might be able to assist you and the Town with various redevelopment projects going forward. In review, we plan to continue working with Cedar Lake on the following services:

Development/Redevelopment Representation

Using our background in economic development, real estate, development and construction, Veridus staff will represent the Town of Cedar Lake in ongoing and new discussions and negotiations with developers interested in development and redevelopment in the community. We will participate in conference calls or in-person meetings as required and scheduled with advanced notice. If requested, we will lead the Town's project team to successfully deliver quality projects for the Town within a given schedule. To summarize, Veridus will negotiate and act on behalf of the Town throughout dealings with developers and interested parties as directed by the Town Council and Staff. The appropriate staff and governing bodies will have the required information to make informed decisions.

It may be helpful to understand how our assistance is reflected through tasks and time. The tasks and time reflect the effort typically required for one project. We understand you may have several projects under consideration. With multiple projects under negotiation at one time, there are some potential savings which may be achieved by clustering meetings or calls to be more efficient with our time.

Typical scope items and time for public-private partnership negotiations:

- Meetings/calls with Developer and Town Staff to solicit and review proposals, etc. (~ 40 hrs)
- Research and pro forma review (~ 20 hrs)
- Letter of Intent review and comment (~ 5 hrs)
- Financial analysis review and comment (~ 10 hrs)
- Economic Development Agreement review and comment (~ 25 hrs)



We have a successful record of negotiating deals with many developers on behalf of communities throughout Indiana. If you are in need of references, please feel free to reach out to any of the following:

Town of Speedway

Redevelopment Director: Tim Gropp – 317-294-8475 – tgropp@speedwayin.gov

Town of Yorktown

Town Manager: Pete Olson – 765-273-0799 – polson@yorktownindiana.org

Town of Plainfield

Town Manager: Andrew Klinger – 317-474-9177 – aklinger@townofplainfield.com

Rebar Development

President: Shelby Bowen – 317-670-7997 – shelbybowen@rebardev.com

Scannell Properties

Vice President: David Ravensburg – 317-340-0879 – davidr@scannellproperties.com

VERIDUS COMPENSATION

In total, we have typically spent about 75 to 100 hours on each deal. At our hourly rates (\$180 for Principal time, \$160 for our Project Executives, \$140 for Project Managers and \$100 for Project Administration work), this comes to about \$12,000 – \$16,000 per project. Some projects are simpler and others more complicated and demand more attention. The success of the negotiation depends on both the developer and the Town being able to compromise and work through some of the more complicated details with each project.

In general, we are anticipating the following staff members be a part of this agreement:

- Tim Jensen, PE Principal
- Jim Rawlinson Project Manager
- Jack Woods Project Analyst

Based upon billing on our current contract and the expanded scope discussed, we propose to assist the Town under a retainer fee structure (regardless of hours worked). We propose to do this option at a rate of \$4000 for twelve months. If monthly hours total more than \$500 over the retainer fee, the additional time will be billed the next month. If deemed appropriate, we can adjust our billing and fee structure that suits the demand required.



Compensation for services rendered will be a lump sum fee payable each month on a percent complete basis. We will track our hours and tasks and they will be included on the monthly invoice as appropriate. Full payment of invoices is due within 30 days from invoice date.

If payment is not made within 30 days of the date when the payment is due, we may, at our option, and effective upon the delivery of written notice of our intention to do so, terminate the contract or suspend further performance of our services under the contract, and we shall have no liability for delay or damage that results from the termination of the contract or suspension of services.

At any time and for any reason, the Town may, at their option, and effective upon the delivery of written notice of your intention to do so, terminate the contract. Veridus shall have no liability for delay or damage which results from the termination of the contract or suspension of services.

REIMBURSABLE EXPENSES

The following expenses will be considered reimbursable and will be invoiced at their direct costs on monthly invoices:

- A. Any studies or plans paid for by Veridus
- B. Reproduction services for plans and specifications other than for normal in-house coordination
- C. Overnight postage, certified mail, and delivery services
- D. Mileage at the current federal rate.

Thank you again for your time and consideration. The fees for services contained in this proposal are valid for six months from the date of this letter. If the terms of this proposal are agreeable, we will prepare a contract and begin the work. If you have any questions or need further information, please call my cell at (317)-777-3837.

Sincerely,

Jim Rawlinson
The Veridus Group
Project Manager, Community and Economic Development

Cc Randy Niemeyer, Town of Cedar Lake
David Austgen, Austgen Kuiper Jasaitis P.C.
Tim Jensen, Veridus
Jack Woods, Veridus




VERIDUS
GROUP

6280 N. SHADELAND AVENUE, SUITE A
INDIANAPOLIS, IN 46220
WWW.THEVERIDUSGROUP.COM

--Signatures Below--

Veridus Group, Inc. by:



Timothy M. Jensen, President

Town of Cedar Lake by:



Randy Niemeyer, Town Council President

Indiana Department Of Transportation Report of Contract Final Inspection and Recommendation for Acceptance

Contract R -42681

Date Construction Substantially Completed: 09/03/2021
(The contract is sufficiently completed so that it can be used for its intended purpose.)

All Contract Work Complete Date 12/23/2021
(The date all items were complete, except punchlist and removal of traffic control devices.)

Pre-Final Inspection made by T.J. GORDON PE/PS

_____ on 09/10/2021

Date Punch List Items Completed: 09/17/2021

Sod Maintenance Expired on : N/A

Date Failed Material Replaced: N/A

Final Inspection made by: T.J.GORDON PE/PS

_____ on 01/03/2022

and all work was found to be satisfactory from Station 99+84.98 to 104+92.21

Date Construction Signs and Temporary Traffic Control Devices Removed: 12/23/2021

Pavement Markings (have) ~~(have not)~~ been placed in accordance with the IMUTCD manual or as directed by the District Traffic Engineer. _____

Right-of-Way (is) ~~(is not)~~ clear of all encroachments. _____

Date of Last Work: 12/23/2021

RECOMMEND ACCEPTANCE



PE/PS

DISTRICT CONSTRUCTION ENGINEER

LOCAL PUBLIC AGENCY

*County or City signatures
when required (at least two).

* By: _____

* By: _____

* By: _____

TOWN OF CEDAR LAKE POLICE TRAINING REIMBURSEMENT AGREEMENT

This Police Training Reimbursement Agreement (“Agreement”) is made and entered into this 1st day of February 2022, by and between the TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, by and through its duly appointed Board of Safety (hereinafter collectively referred to as “Town”) and BENJANMIN F. KING (hereinafter referred to as “Applicant”).

RECITALS

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

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

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

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

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

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

COVENANTS

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

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

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

d. Emergency Medical Technician school.

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

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

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

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

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

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

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

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

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

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

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

a. U.S. citizen;

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

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

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

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

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

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

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

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

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

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

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

18. This Agreement has been approved by the Cedar Lake Board of Safety by an affirmative vote of 5 in favor and 0 against during regular public meeting held on the 22ND day of DECEMBER 2022, and the Chief of Police has been authorized and directed to enter into said Agreement on behalf of the Town.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 1st day of February 2022,

[SIGNATURES ON FOLLOWING PAGE]

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

APPLICANT

By: _____
Chief of Police (signature)

William T. Fisher
Printed Name

02/01/2022
Date Signed

By: _____
Applicant (signature)

Benjamin F. King
Printed Name

02/01/2022
Date Signed

Approved: _____
Town Council President

02/01/2022
Date

Approved _____
Town Clerk-Treasurer

02/01/2022
Date



Crowe LLP

Independent Member Crowe Global

135 Pennsylvania Street, Suite 200
Indianapolis, IN 46204-2407
Tel 317-632-1100
Fax 317-635-6127
www.crowe.com

January 27, 2022

Jennifer Sandberg
Town of Cedar Lake
7408 Constitution Ave
Cedar Lake, Indiana 46303-9186

Dear Ms. Sandberg:

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

SCOPE OF CROWE SERVICES

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

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

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

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

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

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

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

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

ACCEPTANCE OF FORMAL DELIVERABLES

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

DEFINITION OF ENGAGEMENT COMPLETION

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

DISCLOSURE OF CONFLICT OF INTEREST

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

QUALIFICATIONS

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

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

Crowe's latest MA-A was accepted on May 5, 2021.

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

FEES

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

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

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

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

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

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

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

CONTRACT TERMINATION

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

Crowe will serve in the capacity of municipal advisor to the Client until such time that the Client or Crowe notifies the other party of the dissolution of the relationship.

MISCELLANEOUS

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

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

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

* * * * *

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

(Signature Page Follows)

Town of Cedar Lake

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January 27, 2022

ACCEPTANCE

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

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

Town of Cedar Lake

Crowe LLP

Signature

Signature

Printed Name

Jennifer Wilson

Printed Name

Title

Director

Title

Date

January 27, 2022

Date

DocuSigned by:
Jennifer Wilson
595F6BAD1D8C445...

Crowe Engagement Terms

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

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

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

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

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

THIRD PARTY PROVIDER – Crowe may use third-party providers or engage subcontractors in providing Services to Client or for internal, administrative, or regulatory compliance purposes. Third-party providers or subcontractors may include Crowe LLP subsidiaries, Crowe Global member firms, or other third-party providers or subcontractors, in each case within or outside of the United States (each, a “Crowe Subcontractor”). Client agrees Crowe may share Client confidential information with Crowe Subcontractors. If Crowe uses a Crowe Subcontractor, Crowe will be solely responsible for the provision of Services (including those provided by Crowe Subcontractors) and for the protection of Client's confidential information. The limitations on Client's remedies vis-à-vis Crowe, in this Agreement will also apply to any Crowe Subcontractors. Client will bring any claim for a violation of the obligations in this Agreement only against Crowe, and Crowe Subcontractors will have no liability or obligations to Client arising out of this Agreement.

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

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

cessation of any Services involving the processing of Client's Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the forgoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement. If Crowe uses a third-party provider, Crowe will include terms substantially similar to those set forth in this Data Protection Paragraph into an agreement with the provider.

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

INTELLECTUAL PROPERTY - Any Deliverables, works, inventions, working papers, or other work product conceived, made or created by Crowe in rendering the Services under this Agreement ("Work Product"), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Further, Crowe will retain exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement ("Materials"). The foregoing ownership will be without any duty of accounting.

DATA USAGE AND AGGREGATIONS - Client hereby acknowledges and agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe to improve Crowe services and Materials, including without limitation developing new Crowe services and software or other products. Client also agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties ("Data Aggregations") for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own

business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

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

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

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

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

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

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

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

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

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for

professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

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

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

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

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

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

ATTACHMENT A

We will provide consulting services ("Services") and provide certain deliverables ("Deliverables") to the Town as set forth hereunder. Our Scope of Services may include the following:

- A. Accounting Assistance. Crowe is available to provide accounting assistance to the Town to determine current balances and outstanding obligations of the Town. In addition, Crowe is available on an as needed basis to advise the Town management on accounting and financial reporting issues as they arise.
- B. Budgetary Assistance. Crowe is available to provide budgetary assistance to the Town to determine the current level of budgetary operations. Budgetary assistance is defined as assistance in the development of budgetary goals and objectives; estimates of revenues and expenditures, both operating and capital; and other budget related services as requested.
- C. Municipal and Financial Advisory. Crowe is available to provide municipal and financial advisory services to the Town. Municipal and financial advisory services include analysis of outstanding obligations of the Town, recommendations regarding the issuance of debt, identification of financing alternatives related to funding capital improvements; preparation of debt service coverage calculations, analyses of the current financial condition of the Town, analysis of cost-of-service or rate design matters of the utilities of the Town; regulatory procedural or issue related advice; advice relating to operational or procedural matters; assistance with continuing disclosures, filings, or rating agency matters; and other general accounting, tax or financial services as required or requested.
- D. Other Consulting Assistance. Crowe is available to provide other consulting assistance to the Town. Other consulting assistance is defined as assistance with financial or operational issues for the Town that do not fall within the categories of Accounting, Budgetary, or Municipal and Financial Advisory services.

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

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

Partner/Director	\$ 425 - \$ 500
Senior Manager	\$ 325 - \$ 375
Manager	\$ 200 - \$ 250
Staff/Senior Staff	\$ 140 - \$ 190
Out-of-pocket expenses	At Cost

We will invoice you for our services on a monthly basis as services are rendered and for out of pocket expenses as they are incurred.

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

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



Crowe LLP

Independent Member Crowe Global

135 Pennsylvania Street, Suite 200
Indianapolis, IN 46204-2407
Tel 317-632-1100
Fax 317-635-6127
www.crowe.com

January 27, 2022

Jennifer Sandberg
Town of Cedar Lake
7408 Constitution Ave
Cedar Lake, Indiana 46303-9186

Dear Ms. Sandberg:

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to Town of Cedar Lake ("Town", "you", "your" or "Client"). The attached Crowe Engagement Terms, and any other attachments thereto, are integral parts of this letter, and such terms are incorporated herein.

Crowe will apply agreed upon procedures on whether the Town is in compliance with the requirements that the Net Revenues, as adjusted for the water rate increase, for the year ended December 31, 2021, are not less than one hundred twenty-five percent (125%) of the maximum annual interest and principal requirements on the Town's Outstanding Bonds, as hereinafter defined, and the Waterworks Revenue Bonds, Series 2022 Bonds ("2022 Bonds") (the "Parity Test") from information the Town provides. The Outstanding Bonds include the Waterworks Refunding Revenue Bonds, Series 2009 (the "2009 Bonds"), the Waterworks Revenue Bonds, Series 2010 (the "2010 Bonds"), the Waterworks Revenue Bonds, Series 2020 B (the "2010B Bonds"), and the Waterworks Revenue Bonds, Series 2012 (the "2012 Bonds"). The intended purpose of the engagement is to inspect the Parity Test and the report is intended to be used by Client. Client is responsible for being in compliance with the Parity Test.

PROFESSIONAL SERVICES

Our Responsibilities

The agreed-upon procedures will be performed in accordance with attestation standards established by the American Institute of Certified Public Accountants.

We have no obligation to perform any procedures beyond those agreed to by you and Barnes & Thornburg LLP and have been acknowledged to be appropriate for your purposes. If we were to perform additional procedures, other matters might come to our attention that would be reported to you. It is understood that we will prepare a report reflecting our findings of the procedures for use by you and Barnes & Thornburg LLP. We make no representations as to the adequacy of these procedures for your or Barnes & Thornburg LLP's purposes.

If you decide that additional procedures are needed, we will discuss those with you. It is customary for us to document such revisions by an addendum to this letter. If you wish to add specified users of the report, we will require that you provide, at the conclusion of the engagement, written representation that you have obtained the specified users' agreement to the procedures and acknowledgement that the procedures performed are appropriate for their purposes.

The agreed-upon procedures do not contemplate obtaining the understanding of internal control or assessing control risk, tests of accounting records and responses to inquiries by obtaining corroborating

evidential matter, and certain other procedures ordinarily performed during an examination. Thus, this engagement does not provide assurance that we will become aware of significant matters that would be disclosed in an examination. Client agrees not to rely on our engagement to disclose errors, fraud or illegal acts that may exist. However, we will inform you of any significant errors that may come to our attention. Our engagement will not enable us to address legal or regulatory matters or abuses of management discretion, which matters should be discussed by you with your legal counsel. You are also responsible for the accuracy and completeness of the information provided to Crowe for purposes of this engagement and for timely updating such information. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Our procedures and work product are intended for the benefit and use of you and Barnes & Thornburg LLP. This engagement will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party. The working papers for this engagement are the property of Crowe and constitute confidential information.

If, for any reason, we are unable to complete the agreed-upon procedures, we will not issue a report as a result of this engagement.

Client's Responsibilities

Prior to the completion of the engagement, you agree to provide written agreement to the procedures and acknowledgement that the procedures performed are appropriate for the intended purpose of the engagement.

In addition to your use, other specified parties including Barnes & Thornburg LLP, will be requested by you to agree to the procedures and acknowledge that the procedures performed are appropriate for their purposes.

You agree to provide a written representation letter at the conclusion of the engagement. Because of the importance of the written representations to this engagement, you agree to release Crowe and its personnel from any liability and costs relating to our services under this letter attributable to any misrepresentations by you, the engaging party.

The Client is responsible for providing to us, on a timely basis, all information of which you are aware that is relevant to this agreed-upon procedures engagement. The Client is also responsible for providing such other additional information we may request for the purpose of this engagement, and unrestricted access to persons within the Client from whom we determine it necessary to perform the agreed-upon procedures.

Other Matters

Our report is expected to be restricted to your use and the use of Barnes & Thornburg LLP.

Although the actual language of our report may change as a result of our procedures, we presently expect our independent accountant's report on the agreed-upon procedures to read as follows:

We have performed the procedures enumerated below whether the Town is in compliance with the requirements that the Net Revenues, as adjusted for the water rate increase, for the year ended December 31, 2021, are not less than one hundred twenty-five percent (125%) of the maximum annual interest and principal requirements on the Town's Outstanding Bonds, as hereinafter defined, and the Waterworks Revenue Bonds, Series 2022 Bonds ("2022 Bonds") (the "Parity Test") from information the Town provides. The Outstanding Bonds include the

Waterworks Refunding Revenue Bonds, Series 2009 (the "2009 Bonds"), the Waterworks Revenue Bonds, Series 2010 (the "2010 Bonds"), the Waterworks Revenue Bonds, Series 2020 B (the "2010B Bonds"), and the Waterworks Revenue Bonds, Series 2012 (the "2012 Bonds"). The Town is responsible for being in compliance with the Parity Test.

Client has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of inspecting the Parity Test. We make no representation regarding the appropriateness of the procedures either for the purpose for which this report has been requested or for any other purpose. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes. An agreed-upon procedures engagement involves performing specific procedures and reporting on findings based on the procedures performed.

The procedures and the associated findings will be inserted.

We were engaged by Client to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the Parity Test. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the Town and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of Client and Barnes & Thornburg LLP and is not intended to be, and should not be, used by anyone other than these specified parties.

FEES

Our fees are outlined below. Certain internal technology charges will be billed per hour of professional time or a flat fee. Internal technology charges reflect our estimate of the costs for technology and related support on this engagement. Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

We will invoice you as our services are rendered. Our fee will be \$3,000 and can be paid from the proceeds of the 2022 Bonds.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or

if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

MISCELLANEOUS

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

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

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

* * * * *

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

(Signature Page Follows)

ACCEPTANCE

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

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

Town of Cedar Lake

Crowe LLP

Signature

DocuSigned by:
Jennifer Wilson
595F6BAD1D8C445...

Signature

Printed Name

Jennifer Wilson

Printed Name

Title

Director

Title

Date

January 27, 2022

Date

Crowe Engagement Terms

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

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

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

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

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

THIRD PARTY PROVIDER – Crowe may use third-party providers or engage subcontractors in providing Services to Client or for internal, administrative, or regulatory compliance purposes. Third-party providers or subcontractors may include Crowe LLP subsidiaries, Crowe Global member firms, or other third-party providers or subcontractors, in each case within or outside of the United States (each, a "Crowe Subcontractor"). Client agrees Crowe may share Client confidential information with Crowe Subcontractors. If Crowe uses a Crowe Subcontractor, Crowe will be solely responsible for the provision of Services (including those provided by Crowe Subcontractors) and for the protection of Client's confidential information. The limitations on Client's remedies vis-à-vis Crowe, in this Agreement will also apply to any Crowe Subcontractors. Client will bring any claim for a violation of the obligations in this Agreement only against Crowe, and Crowe Subcontractors will have no liability or obligations to Client arising out of this Agreement.

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

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

cessation of any Services involving the processing of Client's Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the foregoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement. If Crowe uses a third-party provider, Crowe will include terms substantially similar to those set forth in this Data Protection Paragraph into an agreement with the provider.

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

INTELLECTUAL PROPERTY - Any Deliverables, works, inventions, working papers, or other work product conceived, made or created by Crowe in rendering the Services under this Agreement ("Work Product"), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Further, Crowe will retain exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement ("Materials"). The foregoing ownership will be without any duty of accounting.

DATA USAGE AND AGGREGATIONS - Client hereby acknowledges and agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe to improve Crowe services and Materials, including without limitation developing new Crowe services and software or other products. Client also agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties ("Data Aggregations") for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b)

Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

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

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

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

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

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

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

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

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

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle

the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

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

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

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

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

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

ROONEY & Co, LLC

ACCOUNTING AND ECONOMICS

7839 ISLAY ROAD

INDIANAPOLIS, IN 46217

January 28, 2022

Jill Murr
Planning Director
PO Box 707
7408 Constitution Ave.
Cedar Lake, Indiana 46303

Dear Jill,

The purpose of this letter is to confirm the cost report services we will perform, and the scope of the engagement. This engagement is by and between Rooney and Co, LLC, an Indiana limited liability company (“**Rooney and Co**”) and the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation (TOWN) which operates an Emergency Medical Service. Our engagement will include the preparation of the following cost report from the information you supply us:

- Indiana Medicaid Freestanding Governmental Ambulance Provider Cost Report for the year ending December 31, 2021.

Rooney and Co is responsible for preparing the cost report listed above in compliance with the cost allocation principles found in OMB Circular A-87 and CMS Pub. 15-1 and based on the instructions outlined in the Indiana Health Coverage Program June 4, 2013 Medicaid Bulletin BT201316. The purpose is to determine the Medicaid program ambulance costs for potential additional Medicaid reimbursement. Rooney and Co will provide TOWN a planning guide to assist in compiling the necessary data required for completion of the above report. All statements, records, schedules, working papers, or memoranda prepared by Rooney and Co during our engagement shall remain the exclusive property of Rooney and Co.

This engagement is limited solely to cost report preparation. Rooney and Co will not audit or otherwise verify the data you submit (the “**Data**”). However, the Office of Medicaid Policy and Planning requires that you have adequate documentation to support the cost reports filed, and we may require clarification with regards to the Data you provide. Regardless of whether or not separate, several, joint or concurrent liability may be imposed upon Rooney and Co, TOWN shall indemnify and hold harmless Rooney and Co from and against all damages, claims, and liability arising from or connected with the Data provided. If Rooney and Co shall become a party to litigation or required to respond to an audit of TOWN based upon the Data submitted or the failure of the cost report to be timely submitted due to the suspension or termination of our work due to non-payment or failure to provide the Data or other necessary info on a timely basis, then TOWN shall hold Rooney and Co harmless and indemnify Rooney and Co with respect to all associated costs, including without limit to: attorneys’ fees, accountants’ fees, court costs, interests, and penalties.

Our fees for the cost report preparation will be \$4,000 or you may choose a 25% contingency due upon the receipt of the 2021 ambulance supplemental payment. We would agree to limit our fees under the contingency arrangement to \$10,000.

If you choose the fixed fee amount of \$4,000, you will be invoiced upon completion of the cost report. Our invoices are due and payable within 40 days. If the contingency option is chosen, the payment to Rooney and Co is due within 40 days of receipt of your payment. Interest will accrue at a rate of 3% per month on any unpaid balances.

We believe the foregoing correctly sets forth our understanding, but if you have any questions, please let us know. If you find the arrangements acceptable, please acknowledge your agreement to the understanding by signing and returning the letter to us.

We look forward to working with you as a client. Should you have questions please contact Lisa Rooney at 317.840.8280 or by email, Lisa.Rooney@Rooneyandco.com.

Sincerely,

Rooney and Co., LLC

/s/ Lisa Rooney

Lisa Rooney, Manager

Please have the authorized agent or other authorized representative select the fee schedule desired, and then execute and date below.

_____ Flat Fee \$4,000

_____ Contingency Fee of 25% of Payment (Limited to \$10,000)

I have read and understand the above Agreement, selected the desired fee schedule, received a copy, and accept all of its terms.

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

By: _____

Date: _____

Printed: _____

Title: _____



State Revolving Fund Loan Programs

an Indiana Finance Authority Environmental Program

100 North Senate Avenue, Room 1275
Indianapolis, Indiana 46204
www.srf.in.gov

Camille Meiners, PE
SRF Lead Engineer
(317) 234-3661
cmeiners@ifa.in.gov

January 14, 2022

Mr. Randy Niemeyer
Town Council President
Town of Cedar Lake
7408 Constitution Avenue
Cedar Lake, IN 46303

Re: Town of Cedar Lake
Water Utility System Improvements
SRF Project DW 20 17 45 04

Dear Mr. Niemeyer:

The Drinking Water State Revolving Fund (SRF) Loan Program is pleased to announce that the Preliminary Engineering Report (PER) for the Town of Cedar Lake is approved. Our review was conducted in accordance with the provisions of Indiana Code 5-1.2-3. Our Preliminary Decision of Categorical Exclusion from the requirements of substantive environmental review issued on January 13, 2022 is final.

The Town of Cedar Lake is currently experiencing insufficient flow and pressure to serve its Eastside District water customers. Additionally, the distribution infrastructure within the Utopia subdivision has reached its end of service life and is experiencing frequent failures. The proposed project will provide additional supply and storage to meet the 20-year needs of the Eastside District water system and will replace the failing water infrastructure within the Utopia subdivision, located in the Westside District.

The Water Utility System Improvements project includes:

- Installation of a 250,000-gallon elevated storage tank off of Colfax Street between W 127th Pl and W 128th Ln and new high service pumps, motors and controls at an existing pump station;
- Purchase of the existing Paradise Cove, LLC private well supply located at 13928 and 13960 Morse Street;
- Installation of approximately 3,500 linear feet of 12-inch water main from the new well supply along Morse St., W 140th Ave., Edison St., and W 141st Ave. to the platted Lakeside South subdivision; and
- Replacement of approximately 8,500 linear feet of 6-inch and 8-inch water main in the Utopia Subdivision.

Approximately 4,400 linear feet of 12-inch water main will be installed by the Lakeside South subdivision developer, outside of the proposed SRF loan, to connect the new water supply to the existing Eastside District water system. This is not eligible for traditional SRF financing and will not be included in Cedar Lake's SRF financing.

It is anticipated that ductile iron pipe material for the Lakeside South water main extension and Utopia subdivision water main replacement, and that the new high service pumps will be Green Project Reserve (GPR)-eligible. Please note that in order to receive an interest rate break for the above-mentioned GPR components, required GPR business case information must be provided; the community must certify that the GPR components are included in the design; and the GPR components should be individually identified in the bidding of the project before a loan is closed.

Page 2 of 2
Mr. Niemeyer
January 14, 2022

This approval is for administrative purposes only and does not relieve the community of its responsibility to properly design, build and effectively operate and maintain the proposed facilities covered by this approval.

This approval is contingent upon the issuance of all required permits including the construction permit as issued by the Indiana Department of Environmental Management. Plans and specifications should be completed as soon as possible and submitted to IDEM with the front-end documentation. Information pertaining to the bid and contract reviews is enclosed for convenience.

As a reminder, the project must be completed within 24 months of loan closing, with a copy of the Certificate of Substantial Completion on file with the SRF Loan Program to avoid the 1% non-use fee on any undrawn funds.

Please note that the American Iron and Steel Requirement applies to this project. Therefore, iron and steel products specified for the project must be manufactured in the United States. Please refer to this link http://water.epa.gov/grants_funding/aisrequirement.cfm, where EPA has included guidance and other American Iron and Steel information. Per recent discussions with EPA, valves can no longer be considered part of an AIS De Minimus Waiver. Please identify specific valve needs and let us know if non-domestic valves are needed as soon as possible so we can discuss options. If you have any questions about the American Iron and Steel Requirement, contact Indiana Finance Authority Compliance Officer Amy Henninger at (317) 232-6566.

The Town of Cedar Lake's next step is to contact its financial advisor and its nationally recognized bond counsel to assist in preparing the appropriate financial and legal documents needed to close the Town's SRF loan. All SRF Loan Program requirements, including bidding the entire SRF-financed project, must be completed prior to the Town receiving SRF financing.

The SRF Loan Program looks forward to financing the proposed Water Utility System Improvements for the Town of Cedar Lake.

Sincerely,



Camille Meiners, PE
SRF Lead Engineer

CM/ blr /add

cc: Neil Simstad, P.E., NIES Engineering, Inc. (electronic, w/enclosures)
Pamela Sue Sargent Haase, CPA, LWG CPAS & Advisors (electronic)
Phil Faccenda, Barnes & Thornburg, LLP (electronic)
Bryan Collins, Dentons Bingham Greenebaum (electronic)
Cullen Cochran, Dentons Bingham Greenebaum (electronic)



Town of Cedar Lake

7408 Constitution Ave
Cedar Lake IN 46303
(219)374-7000

Permit for Solicitation and Sales Application

Permit # _____
Date Issued _____
Fee \$ _____
Receipt # _____

Applicants Name _____ MI _____

Address _____ City _____ State _____ Zip _____

Phone # _____ DL# _____

Gender _____ DOB _____ Height _____ Hair Color _____ Eye color _____

Have you ever been convicted of a crime? Y / N If yes please explain _____

Vehicle to be used by applicant: Year _____ Make _____ Color _____ License Plate # _____

Model _____ Insurance Company _____

Business / Employer Name _____

Address _____ City _____ State _____ Zip _____

Description of Sale or Service _____

Requested Location _____

If this is private property, owner's permission in writing is required.

**I hereby certify that the information provided is true and correct to the best of my knowledge
A PERMIT IS SUBJECT TO REVOCATION IF ANY INFORMATION IS FALSIFIED**

Signature of Applicant _____ Date _____

For Office Use Only

Registration & Investigation Fee (non refundable)					\$10.00	\$ _____
License Fee	Daily \$2.00	Weekly \$5.00	Monthly \$15.00	Yearly \$50.00		\$ _____
Vehicle Fee (if applicable)		Monthly \$10.00	6 Months \$30.00	1 Year \$50.00		\$ _____
				Total Amount		\$ _____

Term of License Requested From ____/____/____ To ____/____/____

Police Chief Signature _____

Date Approved _____

Clerk Treasurer Signature _____

Date Denied _____



Experiences that illuminate &
tell the story of community.

January 25, 2022

Town of Cedar Lake
7408 Constitution Avenue
Cedar Lake, IN 46303

Dear Council Members:

The Cedar Lake Historical Association would like to place a **request for the 2022 distribution of the Town's annual tourism funds**. The Association has renewed its partnership with the Hesston Steam Museum to bring "Steamer Dewey" back to Cedar Lake. The tentative details are:

- Excursions will be available June 2, 2022 through August 31, 2022
- Rides available one day per week: 1st & 3rd Thursdays and 2nd & 4th Wednesdays (excluding the week of July 4th)
- Approximately 10 cruises per day, 8 of which will be 35 minutes long and alternate between a southern route and northern route
- Capacity for over 2,000 passengers – over twice as many as were accommodated during Steam Through History
- Downloadable mobile app detailing historic resort photography and history will debut

We are in the midst of a \$25,000 fundraising campaign to cover the cost of insurance, operational expenses, and the mobile app development. Approximately 60% of the funds have been pledged to date. **CLHA believes that a tourism fund allocation to support the return of the steamboat meets the goals of tourism and economic development for the community.** We hope you agree. Please contact me at 219-390-9423 or info@cedarlakehistory.org should you have further questions about this request. Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Julie Zasada".

Julie Zasada
Executive Director



Up to the task
Big ideas, effective impact

