

TOWN COUNCIL PUBLIC MEETING AGENDA April 19, 2022 - 7:00 PM

PLEDGE OF ALLEGIANCE	
MOMENT OF SILENCE	
CALL TO ORDER/ROLL CALL:	
Robert H. Carnahan, Ward 1	Richard Sharpe, Ward 7, Vice-President
John Foreman, Ward 2	Randell Niemeyer, Ward 5, President
Julie Rivera, Ward 3	Jennifer Sandberg, Clerk-Treasurer
Ralph Miller, Ward 4	Chris Salatas, Town Manager
Colleen Schieben, Ward 6	David Austgen, Town Attorney
DDECENTATIONS.	

PRESENTATIONS:

- 1. Turning It Over Joe's Hope, Roger Hayward, CHW CRS
- 2. Fraternal Order of Eagles Presentation of Donations

PUBLIC HEARING: Ordinance No. 1413 Re-establishment of the CCD Fund

- a. Review of Legals
- b. Reading of Ordinance No. 1413
- c. Remonstrators
- d. Town Council Discussion
- e. Town Council Decision on Ordinance 1413

PUBLIC COMMENT (on agenda items):

CONSENT AGENDA:

- 1. **Claims:** All Town Funds: \$419,171.05; Wastewater Operating: \$144,933.12; Water Utility: \$88,853.95; Storm Water: \$5,495.28; Payroll: April 14, 2022 \$324,881.91; and March Remittances: \$156,577.62.
- 2. Manual Journal Entries: March 1-31, 2022
- 3. **Donations:**
 - Dare Donations \$100: Christopher B. Burke Engineering Ltd, NIES Engineering, and Sheehy Well & Pump Co, Inc.; \$250: Nagy's Automotive, Stans Towing & Recovery, Lawrence Property Group, Sikma & Sons Plumbing Co. Inc., Diamond Peak Homes, Olthof Homes LLC, St. John Paving, State Farm Insurance, Midwest PGM, Action Plumbing Inc., Sterling Machine Co, Veridus Group, Tech Credit Union, Pinecrest Marina, Phil & Sons, Schilling Bros Lumber, James Auto, CL Vending, and Indiana Grocery Group LLC; and \$500: Fraternal Order of Eagles
- 4. **Tag Day Requests:** American Legion Auxiliary Unit 261, May 14 (May 21 Rain Date); Rick Larson Wrestling Club. June 11 (June 18 Rain Date)
- 5. **Alcohol Waiver Request:** Tina and Nate Pierson, Clubhouse on June 4, 2022, and Sarah Warren, Clubhouse on May 1, 2022.

ORDINANCES & RESOLUTIONS:

1. Ordinance No. 1414 – an ordinance establishing the Electronic Meetings Policy

OLD BUSINESS:

- 1. Humane Pet Store Ordinance Request: Dustin Thibideau
- 2. Consider Approval of Purchase of Car and Body Cameras for the Police Department

NEW BUSINESS:

- 1. K2M Design Agreement Town Facilities
- 2. Crowe Engagement Agreement for Continuing Disclosure for Fiscal Year End 2021
- 3. Lock Box Program Hanover Township Trustees Office
- 4. Equipment Disposal Public Works
- 5. 2022 Police Vehicle Financing
- 6. Acknowledgement and Acceptance of Utility Easement for 14007 Fairbanks
- 7. Proclamation National Telecommunicators Week April 10th through 16th

REPORTS:

- 1. Town Council
- 2. Town Attorney
- 3. Clerk-Treasurer
- 4. Town Manager
- 5. Director of Operations
- 6. Police Department
- 7. Fire Department

WRITTEN COMMUNICATION:

- 1. ARPA Funds Letter
- 2. Building Department Report
- 3. Christopher B. Burke Report

PUBLIC COMMENT:

ADJOURNMENT: PRESS SESSION:

NEXT MEETING: Tuesday, May 17, 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.

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1413

AN ORDINANCE RE-ESTABLISHING AND CONTINUING A CUMULATIVE CAPITAL DEVELOPMENT FUND (CCDF) FOR THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AND ALL MATTERS RELATED THERETO.

BE IT RESOLVED, by the Town Council of the Town of Cedar Lake, Lake County, Indiana that a need now exists for the re-establishment of a Cumulative Capital Development Fund as permitted by the provisions of Indiana Code §36-9-15.5, namely:

- 1. To construct such streets, alleys, sidewalks, or thoroughfares as required and to maintain the same, and further, to fund any and all related purposes consistent thereto.
- 2. To purchase, lease, or pay all or part of the purchase price of motor vehicles for us of the Police and Fire Department, or both, including ambulance and fire-fighting vehicles with all necessary equipment.
- 3. Any and all other purposes allowed by I.C. §36-9-15.5-2, as the same may be amended from time to time.

BE IT FURTHER RESOLVED, that this Town Council will adhere to the provisions of Indiana Code \$36-9-15.5. The proposed fund will not exceed **\$0.05** on each \$100.00 of assessed valuation. Said tax rate will be levied beginning with taxes for 2022 payable 2023.

BE IT FURTHER RESOLVED, that proofs of publication of the public hearing held on the 19th day of April, 2022, and a certified copy of this ordinance, shall be submitted to the Department of Local Government Finance of the State of Indiana as provided by law. This Cumulative Fund is subject to the approval of the Department of Local Government Finance.

ALL OF WHICH IS APPROVED AND ADOPTED, THIS 19TH DAY OF APRIL, 2022, BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

Randell Niemeyer, President	Richard Sharpe, Vice President
Robert H. Carnahan	John Foreman
Julie Rivera	Ralph Miller
ATTEST:	Colleen Schieben
, Fiscal Officer	
Jennifer N. Sandberg, IAMC	
Clerk-Treasurer	

April 19, 2022	
ALL TOWN FUNDS	\$419,171.05
WASTEWATER OPERATING	\$144,933.12
WATER UTILITY	\$88,853.95
STORM WATER	\$5,495.28
PAYROLL 4/14/22	\$324,881.91
MARCH REMITTANCES	\$256,577.62

Town of Cedar Lake
Office of the Town Manager
7408 Constitution Ave – PO Box 707 – Cedar Lake, IN 46303
Tel (219) 374-7400 – Fax (219) 374-8588



TAG DAY REQUEST - APPLICATION FORM

•	
Name of Organization: American Leguen Augilrary Uni	+261
Address: 13050 Washington St. Cedarlahe	N (1-267
Phone: 319-374-9815 Fax: 319-374-5761	4000
Contact Person:	
Name: Kohin Johnston Email	
Date of Tag Day Request (do not request a rain date):	
1 st Choice: 2 nd Choice: 2 nd Choice: 2 nd	
Explain Nature of Tag Day: 1000	
	ابد
List Locations of Tag Day: 12+41+133rd Farnsh +1	331
a doleman corners	
On a separate sheet of paper, list the individuals participating in the activity on behalf of the organization. All solicitation activities permitted are to start no earlier than 8:00 am and finish in four (4) consecutive hours. All solicitation activities will be completed by 1:00 pm on the approved day, regardless of the time of commencements.	ent.
PROOF OF INSURANCE MUST BE SUBMITTED WITH THIS REQUEST. INCOMPLETE REQUESTS WILL BE RETURNED.	
Signature of Contact Person Date	
FOR OFFICE USE ONLY	
Date Received: 4/6/22 Approximate Time: 1:34 AM. Received by (Name/Title): Whereart Abernatay - Abuin Assistant Date Approved by Town Council:	
Date Contact Person Notified of Approval: Notified via (circle one): Email – Phone – Letter	

Auxiliary Unit 261

Johnston

JUSH

nichele

Georgia

Johnston Hollingshead

Foster

Bogue

Town of Cedar Lake

Office of the Town Manager
7408 Constitution Ave – PO Box 707 – Cedar Lake, IN 46303
Tel (219) 374-7400 – Fax (219) 374-8588



TAG DAY REQUEST – APPLICATION FORM

Name of Organization: Rick Lai	rsen Wrestling (Club
Address: 11740 W 105th P	l, St John, IN 46	3373
Phone:	Fax:	
Contact Person:		
Name: Sara Bintz	Email:	Phone:
Date of Tag Day Request (do not re	quest a rain date):	
1st Choice: June 11th	2 nd Choice:	September 17th
Explain Nature of Tag Day: Raisir funds	ng money for οι	ır scholarship fund and club
List Locations of Tag Day:133rd	and 41, 133rd	and Parish
solicitation activities permitted are to stan	t no earlier than 8:00 am	e activity on behalf of the organization. All and finish in four (4) consecutive hours. All day, regardless of the time of commencement.
	CE MUST BE SUBMIT ETE REQUESTS WILL	TED WITH THIS REQUEST. BE RETURNED.
San Bitz		4.9.2022
Signature of Contact Person		Date
FOR OFFICE USE ONLY		
Date Received: April 11, 2022 Received by (Name/Title): Margaret Aber		ime: <u>8:00 a.m.</u>
Date Approved by Town Council:	No	tified via (circle one): Email – Phone – Letter
		5

Hello,

We are renting the Cedar Lake Clubhouse located at 9800 w. 129th ave Cedar Lake, lu on June 4, 2022 for a graduation get fogether. We will be celebrating our daughter's accomplishments and acceptance unto collège. We are asking permission to have been and wine for our questo to enjoy. We will be hosting the party from 2pm -7pm. We will have around 50 family members and friends there we will also be Derving a great spread of food. Please allow us to get a alcohol permit to complete the day. have a great day.

Tisa Pierson

Nate Pierson

Thank you, Jisa + Wate Pierson

Cedar Lake Town Council

Alcohol Request for Sarah Warren

- May 1st, 2022
- Family Birthday Party
- Beer and White Claw/Truly would be served with approval
- 45 people in attendance

Thank you for your consideration, Sarah Warren

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO.: 1414

AN ORDINANCE ESTABLISHING A POLICY FOR TOWN COUNCIL MEMBERS TO PARTICIPATE IN PUBLIC MEETINGS BY ELECTRONIC MEANS OF COMMUNICATION, AND ALL MATTERS RELATED THERETO.

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

WHEREAS, The Town Council has been informed and advised that the Indiana General Assembly has recently amended the provisions of I.C. §5-14-1.5-1, et seq., commonly known as the Indiana Public Meeting Law, by its enactment of P.L. 88-2021 (HEA 1437), and specifically, <u>SECTION 5</u>, to establish new requirements by which Members of the governing body of a Public Agency of a Political Subdivision in the State of Indiana may participate in a Public Meeting by any electronic means of communications; and

WHEREAS, the Town Council has been informed and advised that under applicable law, a Member of the governing/legislative body may participate in a Public Meeting by any means of communication that permits and provides all participating Members of said governing/legislative body to simultaneously communicate with each other, and, except for a Public Meeting that is an Executive Session, permits and allows the Public to simultaneously attend and observe said Public Meeting; and

WHEREAS, the Town Council has been informed and advised that the aforementioned law requires the governing/legislative body of the unit or political subdivision to adopt a written policy establishing the procedures that apply to a Council Member's participation in a Meeting by electronic means of communication, and further, may adopt procedures that are more restrictive than the procedures established by the provisions of newly enacted law as set forth at I.C. §5-14-1.5-3.5(d); and

WHEREAS, the Town Council, being duly advised, and considering the foregoing, including provisions of recently promulgated law by the Indiana General Assembly, now concurs and agrees that it is appropriate, advisable, and in the best interests of the residents of the Town of Cedar Lake, and for the efficiency in conduct of the business of the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, by its duly elected governing/legislative body to adopt the within Ordinance.

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

SECTION ONE:

- A. The provisions of the Act, or I.C. §5-14-1.5-3.5(d), and all other relevant terms of I.C. §5-14-1.5-1 et seq., including definition, apply to this Ordinance.
- B. This Ordinance shall be known as the <u>"Electronic Meetings Policy"</u> of the Town Council, and applies to the Council and any Committee or Body appointed directly by this Council, or its presiding Officer.

SECTION TWO:

- A. Subject to the provisions of <u>SECTIONS THREE</u> and <u>FIVE</u> hereinafter, any Member of the Town Council, Board or Body may participate in a Public Meeting by any electronic means of communication that:
 - a) allows all participating Members of the Governing/Legislative body to simultaneously communicate with each other; and
 - b) other than a Public Meeting that is an executive session, allows the public to simultaneously attend and observe the Public Meeting.
- B. A Member who participates by an electronic means of communication:
 - a) shall be considered present for purposes of establishing a quorum; and
 - b) may participate in final action only if the Member can be seen and heard.
- C. All votes taken during a Public Meeting at which at least one (1) Member participates by an electronic means of communication must be taken by roll call vote.

SECTION THREE:

- A. At least fifty percent (50%) of the Members must by physically present at a Public Meeting at which a Member will participate by means of electronic communication. Not more than fifty percent (50%) of the Members may participate by an electronic means of communication at that same Public Meeting.
- B. A Member may not attend more than fifty percent (50%) of the Public Meetings in a calendar year by an electronic means of communication, unless the Member's electronic participation is due to:
 - a) military service;
 - b) illness or other medical condition;
 - c) death of a relative; or
 - d) an emergency involving actual or threatened injury to person or property.
- C. A Member may attend two (2) consecutive meetings (a set of meetings) by electronic communication. A Member must attend in person at least one (1) Public Meeting between sets of Public Meetings that the Member attends by electronic communication, unless the Member's absence is due to:
 - a) military service;
 - b) illness or other medical condition;
 - c) death of a relative; or
 - d) an emergency involving actual or threatened injury to person or property.

SECTION FOUR: The minutes or memoranda of a Public Meeting at which any Member participates by electronic means of communication must:

- A. Identify each Member who:
 - a) was physically present at the meeting,
 - b) participated in the meeting by electronic means of communications; and/or
 - c) was absent; and
- B. Identify the electronic means of communication by which:
 - a) Members participated in the Public Meeting; and
 - b) Members of the public attended and observed the Public Meeting if the Public Meeting was not an executive session.

SECTION FIVE: No Member of the Council may participate by means of electronic communication in a Public Meeting at which the Council may take final action to:

- A. Adopt a budget;
- B. Make a reduction in personnel;
- C. Initiate a referendum;
- D. Impose or increase a fee;
- E. Impose or increase a penalty;
- F. Exercise the Council's power of eminent domain; or
- G. Establish, impose, raise or renew a tax.

SECTION SIX:

- A. In the event that an emergency is declared by;
 - a) The Governor under the provisions of I.C. §10-14-3-29, or
 - b) The Town Council President under the provisions of I.C. §10-14-3-29, then

Members are not required to be physically present for a Public Meeting until the emergency is terminated.

- B. Members may participate in a Public Meeting by any means of communication, provided that:
 - a) At least a quorum of the Members participate in the Public Meeting by means of electronic communication or in person:
 - b) The public may simultaneously attend and observe the Public Meeting unless the meeting is an executive session: and
 - c) The minutes or memoranda of the Public Meeting must comply with the provisions of <u>SECTION FOUR</u> of this Ordinance, as amended from time to time.
- C. All votes taken during a Public Meeting at which at least one (1) Member participates by an electronic means of communication must be taken by roll call vote.

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

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

SECTION NINE: 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, compliance with the provisions of I.C. §36-5-2-10, and all other required applicable law.

ALL OF WHICH IS PASSI BY THE TOWN COUNCIL OF TI	ED AND ADOPTED THIS DAY OF, 2022 HE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA.
	TOWN OF CEDAR LAKE, LAKE COUNTY. INDIANA TOWN COUNCIL
	Randell C. Niemeyer, Town Council President
	Richard Sharpe, Town Council Vice-President
	Robert H. Carnahan, Member
	John C. Forman, Member
	Colleen Schieben, Member
	Ralph Miller, Member
	Julie A. Rivera, Member
ATTEST:	
Jennifer N. Sandberg, IAMC	

TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA

ORDINANCE NO. <u>1919</u>

AN ORDINANCE AMENDING SCHERERVILLE TOWN ZONING ORDINANCE NO. 1797 PERTAINING TO REGULATION OF PET SHOPS IN THE TOWN OF SCHERERVILLE, REPEALING ALL ORDINANCES AND TOWN CODE PROVISIONS, OR PORTIONS THEREOF, IN CONFLICT HEREWITH, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town Council of the Town of Schererville, Lake County, Indiana (hereinafter, the "Town Council"), has reviewed the Town Zoning Ordinance, being Ordinance No. 1797, regarding commercial activity related to pet animals in the Town of Schererville (hereinafter, the "Town"); and

WHEREAS, the Town Council has been requested to review whether additional definitions of terms and words are required and necessary for efficient and appropriate administration of commercial pet sales activities in the Town; and

WHEREAS, the Town Council has requested the Town Plan Commission to review the Town Zoning Ordinance regarding commercial activity related to pet animals in the Town and to make recommendation(s), if there be any, of proposed amendments to be made to Schererville Town Zoning Ordinance No. 1797, as heretofore amended, pertaining to the efficient and appropriate administration of commercial pet sales activities in the Town; and

WHEREAS, the Town Plan Commission has held a Public Hearing on these matters pertaining to the efficient and appropriate administration of commercial pet sale activities in the Town, which Public Hearing was duly noticed in conformance with applicable Indiana law; and

WHEREAS, the Town Plan Commission has, at the conclusion of the aforesaid Public Hearing, certified its recommendation that the text provisions of Schererville Town Zoning Ordinance No. 1797, as amended, should properly be further amended pertaining to definitions not previously included and the reclassification of the permissible zoning district classification for pet shops in the Town; and

WHEREAS, the Town Council, being duly informed and advised and having reviewed the recommendation of the Town Plan Commission as well as the circumstances of pet store activities in the Town, now deems it appropriate, advisable, and in the best interests of the residents of the Town that Town Zoning Ordinance No. 1797 should be amended pertaining to definitions not previously included and to identify by reclassification the permissible zoning district classification for Pet Shops in the Town; and

WHEREAS, the Town Council, being further duly informed and advised, and having considered the circumstances regarding commercial pet sales activities, now deems that it is in the best interests of the residents of the Town to amend Town Zoning Ordinance No. 1797, <u>Title II</u> and <u>Title X</u>, regarding pet sales activities in conformance with applicable provisions of Indiana Law, as amended from time to time.

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

SECTION ONE: That Section 2 of <u>Title II</u> of Schererville Town Zoning Ordinance No. 1797, entitled "Definitions", is hereby amended to read and provide hereafter as follows, namely:

"Title II. Definitions

٠.,

SECTION 2: Definitions

Animal Shelter A facility which is used to board, house or contain dogs or cats, or both; and which is owned, operated, or maintained by a government, an incorporated humane society, animal welfare society, society for the prevention of cruelty to animals, or other nonprofit organization devoted to the welfare, adoption, protection and humane treatment of such animals.

<u>Cat</u> Any member of the species Felis catus.

<u>Dog</u> Any member of the species Canis familiaris.

Pet Mill A large-scale, commercial breeding facility where the health and welfare of animals are not adequately provided for, commonly also referred to as a "puppy mill" or "kitten mill." Such establishment is not permitted in the Town of Schererville and is prohibited.

Pet Shop An establishment where animals are bought and/or sold, and which animal(s) are intended to be pet(s) of the purchaser."

SECTION TWO: That Subsection "A" of Section 2 of <u>Title X</u>, of Schererville Town Zoning Ordinance No. 1797, entitled "Use Regulations", is hereby amended to delete and remove the term and use defined as Pet Shops from the list of permitted uses in this Zoning District.

SECTION THREE: That Subsection "A", of Section 2, of <u>Title XI</u>, of Schererville Town Zoning Ordinance No. 1797, entitled "Use Regulations", is hereby amended to add and include Animal Shelters and Pet Shops to the list of permitted uses in this Zoning District, and which shall now provide hereafter as follows, namely:

"Title XI. Highway Commercial (C-3) District

SECTION 2: Use Regulations

Α. ...

3

Animal Shelter, subject to approval and grant of a variance of use by the Town consistent with this Zoning Ordinance and State Statute as identified in I.C. § 36-7-4-918.4.

. .

Pet Shops, provided that cats and dogs shall not be boarded or bred in such shops; nor shall dogs and cats that originate from a Pet Mill be offered for sale in such shops. However, this Section shall not prohibit a Pet Shop from offering space to an Animal Shelter, as defined in <u>Title II</u>, Section 2, to display dogs and cats for adoption;

...."

SECTION FOUR: That Subsection "A" of Section 2, of <u>Title XIII</u> of Schererville Town Zoning Ordinance No. 1797, entitled "Use Regulations", is hereby amended to add and include Animal She Iters to the list of permitted uses in this Zoning District, and which shall now provide hereafter as follows, namely:

"Title XIII. Business Park (B.P.) District

SECTION 2: Use Regulations

A.

Animal Shelter, subject to approval and grant of a variance of use by the Town consistent with this Zoning Ordinance and State Statute as identified in I.C. § 36-7-4-918.4:

...,"

SECTION FIVE: That for any violations of this Ordinance, as amended hereafter, that are issued, the Town shall be entitled to recover its attorney fees and costs expended in the course of prosecution of said Ordinance violations. Additionally, violations hereof shall be subject to the Penalty provisions established in <u>Title XXIV</u>, Section 7, of this Ordinance, as amended from time to time, which Section is entitled "Penalties".

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

SECTION SEVEN: 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 EIGHT: That this Ordinance shall take effect, and be in full force and effect. from and after approval and adoption by the Town Council of the Town of Schererville, Lake County, Indiana, and publication in conformance with applicable law.

ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA, THIS ______ DAY OF March______

TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA. TOWN COUNCIL Robin Aryanitis, President Thomas I Schmitt Vind De Kevin Connelly Marchal Røb Guetzloff, Member Caleb S. Johnson, Member

ATTEST:

10 6 1 1 1 1

Michael A. Troxell, CMO

Clerk-Treasurer







WatchGuard Video 415 E. Exchange Allen, TX 75002



(P) 800-605-6734 (F) 212-383-9661

Issued To:	: Cedar Lake Police Department - Attention: Bill Fisher		03-09-22
Project Name:	27 Body-worn, VaaS	Quote ID:	BRY-0287-01

NEW QUOTE

Qty	item #	Description	
(27)	Item # AAS-BWC-5YR-001 Unit = \$2,940.00 Each Sell = \$2,940.00 Each PaaS	Body-worn camera and evidence m Service Package @ \$49 per Month Software, Hardware & Refresh: • Video-as-a-Service includes Commanagement system with unlimite • 1 User License per Body to • 50 GB of non-device store the program • CommandCentral Evidence	nmandCentral Evidence, the cloud-based evidence ed device storage and unlimited cloud sharing. Wom Camera. age included per device, averaged across all devices in ce, Records, Redaction, Sharing, Community and capture application included.
		Body-worn camera (battery + cho Third year technology (Hardware) Subscription, Support & Warranty: 5-year agreement (billed Quarter) Advanced hardware replacement No-Fault hardware warranty) refresh. ly or Annually)
	Subtotal Price	(Excluding sales tex)	\$79,380.00

Qty	Item #	Description	
(1)	BW-ACK-V3-TSC Unit = \$1,495.00 Each Sell = \$0.00 Each	Pre Configured V300 Transfer Station II with Power Supply and Cables. V300 Transfer Station II TS02, D350, 8-Slot Rack Mount Charge/Upload Dock, 10GB Includes kit with Power Supply and Cables.	
	Subtotal Pric	Includes kit with Power Supply and (Excluding sales tax)	\$0.00

Qty	Item#	Description	
(2)	AAS-BWC-XFS-DOC Unit = \$1,800.00 Each Sell = \$1,800.00 Each PaaS	Transfer Station (8 Bay) Video-as-a-Service Package @ \$30 per Month • 8-Bay Ethernet Transfer Station • Ethernet Cable, Rack mount (optional) & Power Cord	
Subtotal Price (Excluding sales tax)		(Excluding sales tax)	\$3,600.00

Qty	Item #	Description	
(1)	WGW00122-410 Unit = \$1,500.00 Each Sell = \$0.00 Each	Quick Start Software Installation Service; Remote Install, Training, Configuration, Project Management, Consultation	
	Subtotal Price	(Excluding sales tax)	\$0.00

Qty	Item #	Description Shipping - BWC Unit Freight delivery for each Body Worn Camera Unit	
(27)	FRT-BWC-01 Unit = \$15.00 Each Sell = \$0.00 Each		
	Subtotal Price	(Excluding sales tax)	\$0.00

Qty	Item #	Description	
(1)	CCE-Flex Unit = \$0.00 Each Sell = \$0.00 Each	CCE to Spillman Flex Integration	
	Subtotal Pric	e (Excluding sales tax)	\$0.00

Purchase as a Service (PaaS) Financial Profile

Total Price:	\$82,980.00
Contract Term:	5 Years
Monthly Payments:	\$1,383.00
Annual Invoice:	\$16,596.00

Quote Notes:

- 1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
- 2. Any sales transaction resulting from this Quote is based on and subject to the applicable Motorola's Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
- 3. Motorola's Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.
- 4. Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.
- 5. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).
- 6. UNLESS OTHERWISE NOTED IN THIS QUOTE / ORDER, INSTALLATION OF EQUIPMENT IS NOT INCLUDED

Quoted by: Payeton Schnell - 507-841-2879 - payeton.schnell@motorolasolutions.com

Total Price	\$82,980.00
Deferred	\$82,980.00 (5 Payments of \$16,596.00)
Due Now	\$16,596.00
Annual Invoice (Excluding sales tax)	\$16,596.00





Motorola Solutions 415 E. Exchange Allen, TX 75002



(P) 800-605-6734 (F) 212-383-9661

Issued To:	Cedar Lake Police Department - Attention: Bill Fisher	Date:	03-31-22
Project Name:	27 V300/4RE VaaS	Quote ID:	W4C-0156-08

Qty	item #	Description	
(27)	AAS-ICV-BWC-5YR Unit = \$11,340.00 Each		rated Body-worn camera and evidence eo-as-a-Service Package @ \$189 per Month
	Sell = \$11,340.00 Each PaaS	Software, Hardware & Refresh: • Video-as-a-Service Bundle include	des the cloud-based evidence management system,
		with unlimited storage and unlimi	
		o User Licenses on a per-bi	undle basis (each 4RE+V300 aaS Bundle = 1 User
		o CommandCentral Evidend engagement capabilities i	ce, capture, records, redaction and community ncluded.
	1	V300 Body-worn camera (choice	of mount)
	YSIG	 Third year technology (Ha 	ardware) refresh.
Para l		CarDetector Mobile LPR w/ Vigila	ant LEARN (PlateSearch)
		4RE In-Car Video System (Choice)	e of forward camera)
		o Includes 200GB DVR, Co	ntrol panel & Infrared cabin camera
		V300 WiFi Dock, MiKroTik	k WiFi Kit & Smart Power Switch
		Subscription, Support & Warranty:	
		5-year agreement (billed Quarter)	ly or Annually)
		No-Fault hardware warranty, Adv	ranced hardware replacement service & 24/7 suppor
	Subtotal Price	(Excluding sales tax)	\$306,180.00

Qty	Item #	Description	
(1)	AAS-BWC-XFS-DOC Unit = \$1,800.00 Each Sell = \$0.00 Each PaaS	Transfer Station (8 Bay) Video-as-a 8-Bay Ethernet Transfer Station Ethernet Cable, Rack more	-Service Package @ \$30 per Month unt (optional) & Power Cord
	Subtotal Price	(Excluding sales tax)	\$0.00

Qty	Item #	Description	
(2)	IV-ACK-WF-CS-AP Unit = \$250.00 Each Sell = \$250.00 Each		ss Point, 802.11n, 5GHz, SXT, AP (Sector)
	Subtotal Price	(Excluding sales tax)	\$500.00

Qty	Item #	Description	
(1)	AAS-UPL-SVR-001 Unit = \$6,000.00 Each Sell = \$6,000.00 Each PaaS	I .	ideo Officad cess Point or Body Worn Camera Transfer Station rack mount, 8TB of storage, 16GB RAM, 2x10G
	Subtotal Price	e (Excluding sales tax)	\$6,000.00

Qty	item #	Description	
(1)	(1) WGW00122-410 Unit = \$1,500.00 Each Sell = \$0.00 Each		
	Subtotal Price	E (Excluding sales tax)	\$0.00

Qty	Item #	Description	
(1)	CCE-FLEX Unit = \$0.00 Each Sell = \$0.00 Each	CC Evidence to Spillman Flex integra	tion
	Subtotal Pric	Ce (Excluding sales tax)	\$0.00

Qty	item #	Description	
(27)	FRT-BWCICV01 Unit = \$50.00 Each Sell = \$50.00 Each PaaS	Shipping - BWC ICV Pkg • Freight delivery for each Body Worr	n & In Car Video combo Package
		e (Excluding sales tax)	\$1,350.00

Qty	ltem #	Description	
(4)	WGP02614	V300, Battery, Removable and Rech	nargable, 3.8V, 4180mAh
	Unit = \$99.00 Each		
	Sell = \$99.00 Each		
	Subtotal Price	E (Excluding sales tax)	\$396.00

Qty	item #	Description	
(27)	WGA00640-KiT1 Unit = \$95.00 Each Sell = \$95.00 Each	V300 Base Assembly, USB Desktop Dock	
	Subtotal Pric	e (Excluding sales tax)	\$2,565.00

Qty	Item #	Description		
(1)	(1) WGW00200-900 Initial Payment for 'as a Service' Bundle \$79,345.00 Each			
	Subtotal Price	Excluding sales tax)	\$79,345.00	

Purchase as a Service (PaaS) Financial Profile

Total Price:	\$313,530.00		
Initial Payment:	\$79,345.00		
Contract Term:	5 Years		
Monthly Payments:	\$3,903.08		
Annual Invoice:	\$46,837.00		

Quote Notes:

- 1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
- 2. Any sales transaction resulting from this Quote is based on and subject to the applicable Motorola's Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
- 3. Motorola's Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.
- 4. Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.
- 5. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).
- 6. UNLESS OTHERWISE NOTED IN THIS QUOTE / ORDER, INSTALLATION OF EQUIPMENT IS NOT INCLUDED

Quoted by: Kevin Bradley - Sr Account Manager - 847-875-2306 - kevin.bradley@motorolasolutions.com

Total Price	\$316,991.00			
Deferred	\$234,185.00 (5 Payments of \$46,837.00)			
Initial 'as a Service' Payment	\$79,345.00			
Direct Purchase Items	\$3,461.00			
Due Now	\$129,643.00			
Annual Invoice (Excluding sales tax)	\$46,837.00			



Motorola Solutions, Inc. Kevin Bradley Date 03-31-22

Re: W4C-0156-08

Agency: Cedar Lake Police Department

Total Cost: \$316,991.00

Contract Reference: 27 V300/4RE VaaS

Please be advised that the Cedar Lake Police Department will purchase the goods and/or services offered in your Quote W4C-0156-08. This constitutes a purchase pursuant to the terms of the specified contract below, including any applicable addenda.

Specified Contract: Master Customer Agreement and attached addenda, signed concurrently herewith.

Agency affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, and acknowledges that pursuant to Grant/Cedar Lake Billing, the funds for this purchase has been authorized. Customer agrees to appropriate funding in accordance with the contract.

Invoices shall be according to the milestone schedule included in the quote and services agreement, should reference 'W4C-0156-08' and be sent to:

Cedar Lake Police Department Attn: Jennifer Sandberg

7408 Constitution Ave Cedar Lake IN 46303

The equipment will be shipped to the customer at the following address, and the ultimate destination where the equipment will be delivered to the customer is:

Cedar Lake Police Department

Attn: Bill Fisher
7408 Constitution Ave

Sincerely,

Cedar Lake IN 46303

Signature:

Name: William T Fisher

Title: Chief of Police

Email: bill.fisher@cedarlakein.org

Online Terms Acknowledgement

This Online Terms Acknowledgement (this "Acknowledgement") is entered into between Watchguard, Inc., with offices at 415 E. Exchange Pkwy, Allen, TX 75002 ("Watchguard") and the entity set forth in the signature block below ("Customer"). Watchguard and Customer will each be referred to herein as a "Party" and collectively as the "Parties".

- 1. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the Master Customer Agreement ("MCA") and applicable Addenda available at www.motorolasolutions.com/product-terms, including, without limitation, the Mobile Video Addendum, govern each Ordering Document (as defined in the MSA) between the Parties, including all statements of work, schedules, order forms, and other ordering documents, and further agree that the terms of the MCA and Addenda are incorporated therein and form part of the Parties' Agreement (as defined in the MCA). For purposes herein, the respective rights and obligations assigned to Motorola Solutions, Inc. within the online terms shall apply to Watchguard, and the respective rights and obligations assigned to 'Customer' within the online terms shall apply to Customer signing below. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth in this Acknowledgement and to the terms of the MCA and Addenda posted at www.motorolasolutions.com/product-terms, and the signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement, the MCA and the Addenda.
- 2. Entire Agreement. This Acknowledgement supplements the terms of the MCA and applicable Addenda and forms a part of the Parties' Agreement. This Acknowledgement, the MCA and applicable Addenda available at www.motorolasolutions.com/product-terms, and any all Ordering Documents between the Parties constitutes the entire agreement of the Parties regarding the subject matter hereof, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.
- 3. Disputes; Governing Law. Sections 12 Disputes of the MCA is hereby incorporated into this Acknowledgement *mutatis mutandis*.
- 4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Watchguard: Watchguard, Inc.	Customer: Cedar Lake Police Department		
By:	Ву:		
Name: Kevin Bradley	Name: William T Fisher		
Title: Motorola Solutions	Title: Chief of Police		
Date: 03-31-22	Date: 03-31-22		
Email: kevin.bradley@motorolasolutions.com	Email: bill.fisher@cedarlakein.org		







Communications Equipment Proposal

Date: 1/10/2022
Customer: Cedar Lake Police Department
Address: 7408 Constitution Ave
City: Cedar Lake
State: IN
Zip: 46303
Contact Name: Cliff Wroe

This proposal is valid for 60 days from Date of delivery unless otherwise stated.



Equipment Estimate:

Equipment Description	Qty.		Unit Price	I	otal Price
Watchguard In Car Video					
Vehicle Installations	25	\$	525.00	\$	13,125.00
Includes fron camera, rear camera					
monitor and DVR equipment					
based on qty of 25					
			Subtotal:	\$	13,125.00
			Tax:		Exempt
			Shipping		
	Equi	pmen	t Estimate Total:	\$	13,125.00

Professional Services Estimate:

101	VICES ESSENTITUES	
ij		
- 22	Total Professional Services:	\$.

Total Estimate: \$ 13,125.00

John Schoon 708-473-5091

Confidentiality Notice: This information is for the exclusive use of the individual or entity to which it is addressed and is confidential.

Miner Electronics would appreciate your cooperation in not disclosing this information to anyone other than the intended recipient.



Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 15th day of March in the year 2022 (*In words, indicate day, month and year.*)

BETWEEN the Architect's client identified as the Owner: (Name, legal status, address and other information)

Town of Cedar Lake 7408 Constitution Avenue Cedar Lake, Indiana 46303 Attn: Mr. Chris Salatas, Town Manager

and the Architect: (Name, legal status, address and other information)

K2M Design, Inc. 200 South Meridian Street, Suite 550 Indianapolis, Indiana 46225Attn: Mr. Scott C. Maloney

for the following Project: (Name, location and detailed description)

Cedar Lake Municipal Complex (Police and Fire Departments) 9430 W 133rd Ave Cedar Lake, Indiana 46303

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- SCOPE OF ARCHITECT'S BASIC SERVICES
- SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 **OWNER'S RESPONSIBILITIES**
- 6 **COST OF THE WORK**
- COPYRIGHTS AND LICENSES 7
- **CLAIMS AND DISPUTES**
- TERMINATION OR SUSPENSION
- 10 **MISCELLANEOUS PROVISIONS**
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The program will be developed in the Phase 1 scope of services by the Architect. The police department program will include administration, patrol, detective bureau, evidence, records, and training. The fire department program will include administration, fire prevention, dormitories, apparatus bays, works space. Together they may share kitchen / dining facilities, lobby, training, fitness, locker rooms, and building support spaces. The project will also include a minor renovation of the town hall to improve the visual appearance of the facility.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The project is assumed to be a two-story administrative building with adjacent apparatus bay totaling approximately 22,000 square feet on the current fire station site. All utilities are assumed to be adequate at the street. Additionally, there will be a minor renovation of the town hall.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The total project budget is understood to be \$10.0 million

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Phase 1 - 3 months

Phase 2 – anticipated to be 8 months for design

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project: (Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

In accordance with IC 5-23-5, Cedar Lake, Indiana (the "Town") will procure the project from a developer to design, obtain financing, construct, renovate, operate, maintain, and transfer improvements related to the municipal center (the "Project") in the Town under a public-private partnership known as a B-O-T delivery model. The Architect will be assigned to the winning B-O-T team or remain under contract directly with the owner for the duration of the entire project.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project: (*Identify and describe the Owner's Sustainable Objective for the Project, if any.*)

NA

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204TM—2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204—2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204—2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3: (List name, address, and other contact information.)

Randy Niemeyer, Town Council President Chris Salatas, Town Manager Todd Wilkening, Fire Chief Bill Fisher, Police Chief § 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Veridus Group 6280 N. Shadeland Ave, Ste A Indianapolis, IN 46220 David Rainey drainey@theveridusgroup.com

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

NA

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3: (List name, address, and other contact information.)

K2M Design, Inc. 200 South Meridian Street, Suite 550 Indianapolis, Indiana 46225 Mr. Scott C. Maloney smaloney@k2mdesign.com 216.375.6539

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2: (List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

K2M Design, Inc. 200 South Meridian Street, Suite 550 Indianapolis, Indiana 46225

.2 Mechanical, Electrical, Plumbing Engineer:

K2M Design, Inc. 200 South Meridian Street, Suite 550 Indianapolis, Indiana 46225

.3 Civil Engineer:

Shrewsberry 7321 Shadeland Station, Suite 160 Indianapolis, IN 46256 Ms. Karen Valiquett, PE kvaliquett@shrewsusa.com

.4 Cost Estimator

Blundall Associates
7223 Engle Rd.
Fort Wayne, IN 46804
Mr. Martyn Blundall
mblundall@blundall.com

.5 Design Architect

DS Architects 1020 Huron Rd E #101 Cleveland, OH 44115 Mr. Eric Pros, AIA epros@dsarchitecture.com

§ 1.1.11.2 Consultants retained under Supplemental Services:

NA

§ 1.1.12 Other Initial Information on which the Agreement is based:

Request for Proposals – January 4, 2022

Architectural Services for the Cedar Lake Municipal Center – K2M Design Response – February 4, 2022 with revision on March 11, 2022

Cedar Lake Municipal Center Presentation - March 4, 2022

- § 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.
- § 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.
- § 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM—2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

- § 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- § 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.
- § 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.
- § 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.
- **§ 2.5.1** Commercial General Liability with policy limits of not less than one million (\$ 1,000,000) for each occurrence and two million (\$ 2,000,000) in the aggregate for bodily injury and property damage.
- § 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- § 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § 2.5.4 Workers' Compensation at statutory limits.
- § 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and one million (\$ 1,000,000) policy limit.
- § 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five million (\$ 5,000,000) per claim and five million (\$ 5,000,000) in the aggregate.
- § 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.
- § 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

- § 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.
- § 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

- § 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.
- § 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.
- § 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.
- § 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.
- § 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

- § 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.
- § 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- § 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.
- § 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.
- § 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- § 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.
- § 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

- § 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

- § 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.
- § 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

- § 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.
- § 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
- § 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.
- § 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.
- § 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.
- § 3.5 Procurement Phase Services Not Required

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201TM—2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

- § 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
- § 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

- § 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.
- § 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- § 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

- § 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- § 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

- § 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.
- § 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
- § 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.
- § 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

- § 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.
- § 3.6.5.2 The Architect shall maintain records relative to changes in the Work.
- § 3.6.6 Project Completion
- § 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- § 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- § 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- § 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
- § 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility	
	(Architect, Owner, or not provided)	
§ 4.1.1.1 Programming	Architect	
§ 4.1.1.2 Multiple preliminary designs	Architect	
§ 4.1.1.3 Measured drawings	Not provided	
§ 4.1.1.4 Existing facilities surveys	Not provided	
§ 4.1.1.5 Site evaluation and planning	Architect	
§ 4.1.1.6 Building Information Model management responsibilities	Architect	
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided	
§ 4.1.1.8 Civil engineering	Architect	
§ 4.1.1.9 Landscape design	Not provided	
§ 4.1.1.10 Architectural interior design	Architect	
§ 4.1.1.11 Value analysis	Architect	

Supplemental Services	Responsibility
	(Architect, Owner, or not provided)
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 B-O-T upports services	Architect
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Other Supplemental Services	Not provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

NA

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Telecommunication / Data Design – Owner shall provide all IT requirements to the Architect who shall provide rough-in requirements.

Security Evaluation and Planning – Owner shall provide locations of access controls, CCTV, and other security electronic measures to the Architect who shall provide rough-in requirements.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204TM—2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

- § 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:
 - .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
 - .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
 - Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
 - 4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
 - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
 - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - **.8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .9 Evaluation of the qualifications of entities providing bids or proposals;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or.
 - .11 Assistance to the Initial Decision Maker, if other than the Architect.
- § 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.
 - .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect:
 - Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
 - .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
 - .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
 - **.5** Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.
- **§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:
 - .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
 - .2 Thirty(30) visits to the site by the Architect during construction
 - .3 () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

- .4 Two (12) inspections for any portion of the Work to determine final completion in addition to the (3) visits in 4.2.3.2
- § 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.
- § 4.2.5 If the services covered by this Agreement have not been completed within sixteen (16) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

- § 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.
- § 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.
- § 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- § 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- § 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- § 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.
- § 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204TM–2017, Sustainable Projects Exhibit, attached to this Agreement.
- § 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

- § 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- § 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- § 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
- § 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.
- § 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.
- § 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.
- § 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

- § 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.
- § 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and any updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.
- § 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, construction, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. The cost estimate(s) will only be performed prior to the onboarding of a B-O-T team inclusive of a Contractor.
- § 6.4 If at any time the Architect's or Contractor's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size,

quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect and Contractor in making such adjustments.

(Paragraphs deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

- § 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.
- § 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
- § 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.
- § 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.
- § 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.
- § 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

- § 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.
- § 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

- § 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- § 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- § 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

	Arbitration pursuant to Section 8.3 of this Agreement
[X]	Litigation in a court of competent jurisdiction
	Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

- § 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.
- § 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

- § 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- § 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

- § 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- § 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.
- § 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

- § 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.
- § 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- § 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.
- § 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

(Paragraphs deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

- § 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.
- § 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.
- § 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.
- § 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.
- § 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.
- § 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- § 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.
- § 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

- § 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.
- § 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum – Phase 1

Project Commencement	\$7,500
Visioning / Needs Evaluation	\$7,500
Programming / Conceptual Design	\$7,500
Schematic Design	\$17,500
Total Fee:	\$40,000

Expenses NTE: \$5,000

.2 Percentage Basis – Phase 2 (DD-CA) (Insert percentage value)

Eight (8) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6 less the fees presented in Stipulated Sum above.

.3 Other (Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Included in the base fee.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

mutually agreed upon fixed rate

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%) or as follows: (Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Phase 2 - Basic Services is based on a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Design Development Phase Construction Documents	forty thirty	percent (percent (40 30	%) %)
Phase Permitting Phase Construction & Closeout Phase	two Twenty-eight	percent (percent (2 28	%) %)
Total Basic Compensation	one hundred	percent (100	%)

- § 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.
- § 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.
- § 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to Exhibit A for hourly rates

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

- § 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
 - .1 Transportation and authorized out-of-town travel and subsistence;
 - .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets:
 - .3 Permitting and other fees required by authorities having jurisdiction over the Project;
 - .4 Printing, reproductions, plots, and standard form documents;
 - **.5** Postage, handling, and delivery;
 - **.6** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
 - .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
 - .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of

- additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants:
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- 11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.
- § 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.
- § 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

NA

§ 11.10 Payments to the Architect

- § 11.10.1 Initial Payments
- § 11.10.1.1 An initial payment of Zero(\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.
- § 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon.)

- 1.5% per month
- § 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.
- § 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: (Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

	§ 13.2 This A		t is comprised of the following documents identified below: ocument B101 TM —2017, Standard Form Agreement Between Owner and Architect
	(Paragraphs		Zennene Brot Zerr, Standard Form Agreement Between Owner and Attendeet
1	.2	Exhibits (Check	s: the appropriate box for any exhibits incorporated into this Agreement.)
		[]	AIA Document E204 TM —2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this agreement.)
I		[X]	Other Exhibits incorporated into this Agreement: (Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)
1			Hourly Rate Schedule
	.4		ocuments: her documents, if any, forming part of the Agreement.)
	This Agreeme	ent entere	ed into as of the day and year first written above.
	OWNER (Sig	nature)	Scott C. Maloney President

(Printed name and title)

(Printed name, title, and license number, if required)

EXHIBIT A - HOURLY RATES

The following is a listing of hourly rates assigned by staffing type for K2M Design®, Inc. and only applies for services authorized beyond our base fees. Hourly rates quoted are for the current calendar year and are subject to change thereafter.

C	N.T	17	D	T	

Principal	\$325.00 / hour
Director	\$285.00 / hour
Senior Project Manager	\$210.00 / hour
Project Manager	\$165.00 / hour
Construction Administrator	\$130.00 / hour
Design Technology Specialist III	\$115.00 / hour
Design Technology Specialist II	\$ 80.00 / hour
Design Technology Specialist I	\$ 65.00 / hour
Administration	\$ 85.00 / hour
Clerical	\$ 60.00 / hour

ARCHITECTURE

Architect III	\$175.00 / hour
Architect II	\$155.00 / hour
Architect I	\$135.00 / hour
Designer III	\$140.00 / hour
Designer II	\$115.00 / hour
Designer I	\$100.00 / hour

ENGINEERING

205.00 / hour 175.00 / hour
175.00 / hour
175.00 / Hour
165.00 / hour
135.00 / hour
140.00 / hour
130.00 / hour
120.00 / hour

INTERIOR DESIGN

Interior Designer III	\$165.00 / hour
Interior Designer II	\$135.00 / hour
Interior Designer I	\$ 90.00 / hour

FACILITY ASSET MANAGEMENT

Facility Assessor	\$140.00 / hour
Facility Designer	\$115.00 / hour



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

April 6, 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 Continuing Disclosure for Fiscal Year-End 2021 for Town of Cedar Lake ("Client" or "you" or "your") from information provided by Client or information provided to Crowe on Client's behalf. The attached Crowe Engagement Terms, and any attachments or addendums thereto, are an integral part of this letter agreement and are incorporated herein (collectively, the "Agreement").

SCOPE OF CROWE SERVICES

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

The Services will be performed in accordance with the Standards for Consulting Services established by the American Institute of Certified Public Accountants. The extent and sufficiency of the Services and procedures to be performed will be determined with Client and are solely the responsibility of Client.

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. It is understood that Crowe will prepare the work product (the "Deliverable") 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.

Town of Cedar Lake 2 April 6, 2022

Client agrees 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.

FEES

Fees and expenses are outlined in Attachment A.

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

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

Town of Cedar Lake 3 April 6, 2022

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.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

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.

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,

Town of Cedar Lake 4 April 6, 2022

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 5 April 6, 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
	Jennifer Wilson 595F6BAD1D8C445
Signature	Signature
	Jennifer Wilson
Printed Name	Printed Name
	Director
Title	Title
	April 6, 2022
Date	Date

Town of Cedar Lake 6 April 6, 2022

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.

Town of Cedar Lake 7 April 6, 2022

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 deidentify 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

Town of Cedar Lake 8 April 6, 2022

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.

Town of Cedar Lake 9 April 6, 2022

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

Town of Cedar Lake 10 April 6, 2022

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.

Town of Cedar Lake 11 April 6, 2022

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.

Town of Cedar Lake 12 April 6, 2022

ATTACHMENT A

Crowe will prepare the documents to be filed pursuant to the Town's Continuing Disclosure Undertaking Agreements (CDUAs) for the following bonds (collectively, the "Bonds"):

- Storm Water District Revenue Bonds, Series 2017
- Redevelopment Authority Lease Rental Revenue Bonds of 2017, Series A (High Grove Project)
- Redevelopment Authority Lease Rental Revenue Bonds of 2017, Series B (South Shore Project)
- Redevelopment Authority Lease Rental Revenue Bonds of 2017, Series C (Parrish Ave Project)
- Redevelopment District Refunding Bonds, Series 2017
- Storm Water District Refunding Revenue Bonds, Series 2017
- Sewage Works Refunding Revenue Bonds of 2018
- Redevelopment Authority Lease Rental Revenue Refunding Bonds of 2020

As a condition of issuing the Bonds, the Town entered into CDUAs where it agreed to provide certain information on the Electronic Municipal Market Access (EMMA) system hosted by the Municipal Securities Rulemaking Board (MSRB) or to the private purchaser upon request. These requirements include audited financial statements and specific annual financial information as provided within the Official Statements for the Bonds. Crowe will collect this information for the Town for the fiscal year ending December 31, 2021, and will submit the information to EMMA on the Town's behalf. The Town will approve the filing prior to submission by Crowe.

If the audit for the year 2021 is not available at the time of the filing, the Town may contact Crowe when it is available, and Crowe will file it on behalf of the Town at that time. However, it remains the Town's obligation to ensure the audit is filed subsequent to the term of this engagement which concludes with the filing by June 29, 2022. In addition, it will be the Town's obligation to file any material event notices or direct Crowe to file any material event notices subsequent to the term of this Engagement Letter

Fees

Professional fees for the scope of services outlined above will be \$4,000. Services requested which are outside the scope of services listed herein will be described and quoted separately.

Any material event notices as defined in the CDUA are the obligation and responsibility of the Town. Should a material event occur, the Town should contact Crowe and we can file it on behalf of the Town. The fee for filing a material event notice is not included within the continuing disclosure fee listed above and will be charged at an hourly rate on a time and materials basis, charging for professional time incurred by our personnel. The following hourly rates will be used:

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

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

		And chiller Agreement	
This Waiver of Liability, Assumption of Risk, at this day of, 202, by the Hanover Township Trustee's Office (hereinan "Town"), (hereinafter, collectively referred to as Lock Box Program (hereinafter, the "Program").	y and between	(hereinafter, the "Releasor"), and the Town of Ceder Lake (hereinafter	and
<u>Description of Activity</u> : Participation in the Proshall be provided to either Hanover Township or residential property and install said lock box ne maintain a current key to the Releasor's residentic contact Releasees to facilitate any change of key or the release of the rel	or the Town of Cedar ear an exterior door to ial property in said loo	r Lake, who may then enter upon Release to the property. Releasor agrees to thereal ock hox. It will be Releasor's responsibility	or's
Waiver: Releasor, for themself, their heirs, pers hereby forever release, waive, discharge, and officials, officers, employees, attorneys, represen resulting in personal injury, accidents or illnesses participation in the Program. Releasor acknowled proof of same before being permitted to engage in	I covenant not to su statives, agents and as (including death), and less that they are eight	the Releasees, their elected and appoint a signs from liability from any and all claid property loss arising from, but not limited teen (18) years or more of are and will prove	ted ms
Assumption of Risks: Participation in the Progregardless of the care taken to avoid injuries. The include, and are not limited to, the following: 1) me box to 2) residential entry by emergency personn injury and catastrophic injuries related thereto by purpose of using the available key to obtain unlaw	e specific risks vary f ninor property minor c nel responding to false y an individual obtain	from one (1) activity to another, but the risdamage resulting from installation of said lose reports of distress or injury to 3) resident	sks ock
I HAVE READ THE PREVIOUS PARAGRATHESE AND OTHER RISKS THAT ARE IN MY PARTICIPATION IS VOLUNTARY AND	HERENT IN THE	ACTIVITY I HERERY ASSEDT THE	ΓE AT
Indemnification and Hold Harmless: I also a employees, and agents harmless from any and al liabilities, including attorney's fees brought as a r for any such expenses incurred.	ll claims, actions, suit	ts procedures costs expenses damages a	nd
Severability: The undersigned further expressly a is intended to be as broad and inclusive as is per thereof is held invalid, it is agreed that the balance and effect.	rmitted by the laws of	f the State of Indiana and that if any norti	
Acknowledgment of Understanding: I have reagreement, fully understand its terms, and understo sue. I acknowledge that I am signing this agree complete and unconditional release of all liability	stand that I am givin ement freely and volu	ng up substantial rights, including my rig	1.4
Print Name of Participant(s)			
Signature of Participant(s)	90 20		
Address:			
Date:			
Staff/Witness		Date:	61
			-

Equipment & Vehicle Remove From Inventory

2015 Knapheide dump bed (removed from truck) MD# KDBF916A with el	ectric hoist
9'6" L X 8' W	*AUCTION
2006 Ford Crown Vic (Bad Transmission) Vin.# ending in 40020	*AUCTION
2007 Dodge Charger (Not running parts removed) Vin# ending in 64936	* SCRAP
Homelite Super 77 Chainsaw (Old not running)	* AUCTION

Town of Cedar Lake Office of the Clerk-Treasurer

7408 Constitution Ave – PO Box 707 – Cedar Lake, IN 46303 Tel (219) 374-7000 – Fax (219) 374-8588



Date: Thursday, April 14, 2022

To Town Council cc: Town Manager Chief Fisher

From: Jennifer N. Sandberg, Clerk-Treasurer

Subject: Y2022 Police Vehicle Financing

Requests for financing were sent out to four entities for the purchase of four new police vehicles. Three proposals were received. Thomas Dodge is where we will be acquiring the vehicles from. The total estimated cost for (4) Four Dodge Charger Pursuit V6 AWD Vehicles as well as equipment and striping is \$185,397.00. The responses were as follows:

Tax-Exempt Leasing Corp.2.87%DeMotte State Bank/BB Community Leasing2.85%Republic First National2.89%

I requested a three-year term with annual payments and first payment in arrears. It is my recommendation that we enter into a lease-purchase agreement with DeMotte State Bank/BB Community Leasing.

Respectfully,

Jennifer N. Sandberg, AMC

Clerk-Treasurer Town of Cedar Lake

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (hereinafter "Easement"), made this day of 2022, by and between KORDAL, LLC, an Indiana Limited Liability Company "GRANTOR", whose mailing address is 9710 99th Court, St. John, Indiana 46373, and THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation, acting by and through its duly elected TOWN COUNCIL, "GRANTEE", whose mailing address is 7408 Constitution Avenue, Cedar Lake, IN 46303.

GRANTOR states and represents that it owns and has title to certain Real Estate located in Cedar Lake, Lake County, Indiana, and seeks to grant and convey a UTILITY EASEMENT to GRANTEE for utility, including storm drainage, and all other related utility services and purposes over the Real Estate.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by GRANTOR, GRANTOR does hereby grant, convey and warrant unto the GRANTEE, its successors and assigns, a Permanent Utility Easement with the right, privilege and authority in GRANTEE, at its own expense, to enter upon, dig, lay, install, reconstruct, operate, maintain, patrol, continue, repair, keep in repair, deepen, replace and renew all utility, storm drainage and related improvements, and for all other related purposes, as shall be hereafter located and constructed in, on, upon, along, under, over and across the Real Estate owned by GRANTOR, and situated in Center Township, Lake County, Indiana, which Real Estate is more particularly described as follows, namely:

The North 12 feet of Lot 39 and the East 12 feet of Lots 35,36,37,38, and 39 in PLAT "A" of SHADES ADDITION TO CEDAR LAKE, recorded in Plat Book 11, Page 13, in the Office of the Recorder of Lake County, Indiana.

PARENT PARCEL NUMBER: 45-15-26-482-044,000-043 COMMONLY KNOWN AS: 14007 Fairbanks St., Cedar Lake, IN 46303

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

The GRANTEE covenants that it will, upon completion of the construction and installation of the storm drainage improvements and appurtenances, and all other public utility improvements, at its own expense, restore or cause to be restored the area disturbed by its work to as near original condition as is practicable.

The GRANTOR covenants for GRANTOR, GRANTOR'S Grantees, Heirs, Personal Representatives, Successors and Assigns, that GRANTOR shall not erect or maintain any building or other structure or obstruction on or over the Utility Easement granted herein, and gives the GRANTEE the right to remove any such obstruction, or grant additional Easements over, across or on the Real Estate in which the Easement is hereby granted during the term of this Utility Easement Agreement.

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

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

This Utility Easement Agreement is executed pursuant to, and in exercise of the powers and authority granted to and vested in the duly authorized Member or Members of Kordal, LLC, an Indiana Limited Liability Company.

This Utility Easement Agreement shall be binding upon GRANTOR, GRANTOR'S Grantees, Heirs, Personal Representatives, Successors and Assigns, and upon all other parties claiming by, through or under GRANTOR, and the same shall inure to the benefit of the GRANTEE herein, and its successors and assigns.

(REMAINDER OF PAGE IS INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the Parties hereto have duly executed this Grant of Utility Drainage Easement Agreement this HTM day of APRIL , 2022.

GRANTOR: Kordal, LLC

By: Authorized Member

STATE OF INDIANA)

SSS:

COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, on this day of , as duly authorized Member of Kordal, LLC, as GRANTOR, who acknowledged the execution of the foregoing Utility Easement as an act and deed in representative capacity.

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

My Commission Expires:

2-18-2030

Resident of Lake County, Indiana

MARGARET R. ABERNATHY
Notary Public - Seal
Newton County - State of Indiana
Commission Number NP0651180
My Commission Expires Feb 18, 2030

(Remainder of page is intentionally blank.)

Acceptance and Acknowledgement by Town:

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

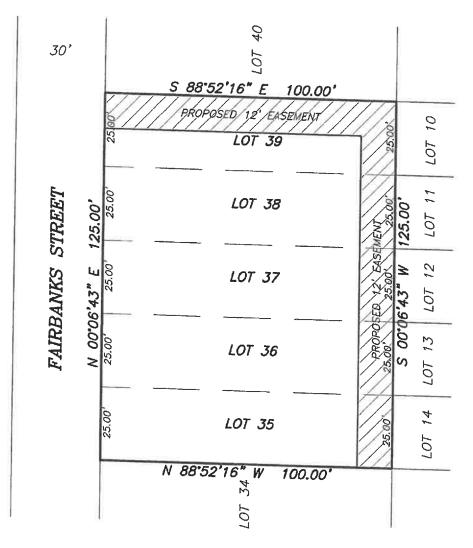
TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, a Municipal Corporation
By:Randell C. Niemeyer, Town Council President
By:
Attest: Jennifer N. Sandberg, IAMC Clerk-Treasurer

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

EXHIBIT

EASEMENT DESCRIPTION:

The North 12 feet of Lot 39 and the East 12 feet of Lots 35, 36, 37, 38, and 39, in PLAT "A" OF SHADE'S ADDITION TO CEDAR LAKE, recorded in Plat Book 11, page 13, in the Office of the Recorder of Lake County, Indiana.





A.DWG

www.dvgteam.com

Proclamation

National Public Safety Telecommunicators Week

April 10th-Aprl 16th, 2022

WHEREAS, emergencies can occur at any time that require police, fire or emergency medical services; and

WHEREAS, when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Southcom police-fire-medical communications center; and

WHEREAS, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and

WHEREAS, Public Safety Telecommunicators of Southcom have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS, each Telecommunicator has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

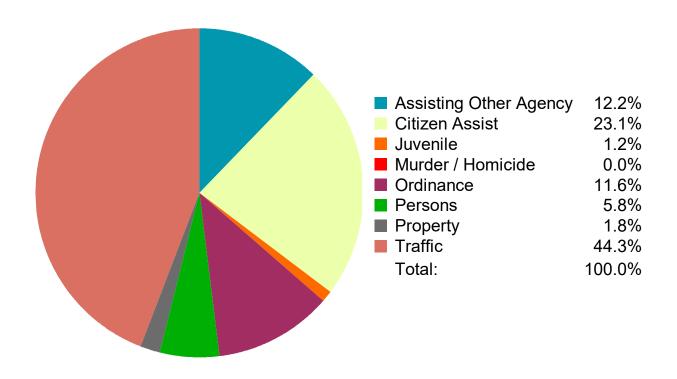
NOW, THEREFORE, let it be proclaimed that the Schererville Southcom Operations Board President declares the week of April 10th, through 16th, 2022 to be National Public Safety Telecommunicators Week. In honor of the men and women whose diligence and professionalism keep the town and citizens safe in Schererville & Cedar Lake.

Signed this		day of_	7	, 2022
Southcom Ope	erations-board	President		
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				

CEDAR LAKE POLICE DEPARTMENT INCIDENT AND CALLS FOR SERVICE REPORT March 2022 and Year-To-Date 2022

Incident Type	Month Total	Year Total
Incidents Assisting Other Agency (Including Fire and EMS):	129	360
Incidents related to Citizen Assists:	244	696
Incidents related to Juveniles:	13	23
Incidents related to Murder/Homicide:	0	0
Incidents related to Ordinances:	123	303
Incidents related to Persons:	61	175
Incidents related to Property:	19	61
Incidents related to Traffic:	468	1294
Incidents Not Classified:	0	1
Totals:	1057	2913

Average Daily Calls For Service: 32.73



CITATION REPORT March 2022 and Year-To-Date 2022

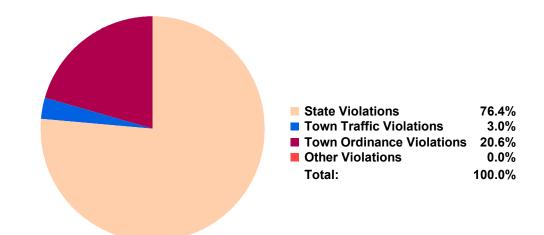
State Violations: 126

Town Traffic Violations: 5

Town Ordinance Violations: 34

Other Violations: 0 Total for March: 165

Year To Date: 433



WARNING REPORT March 2022 and Year-To-Date 2022

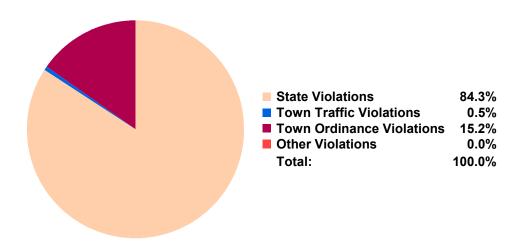
State Violations: 333

Town Traffic Violations: 2

Town Ordinance Violations: 60

Other Violations: 0 Total for March: 395

Year To Date: 934



ARREST REPORT March 2022 and Year-To-Date 2022

Total Arrests: 31

Total Charges Filed: 68

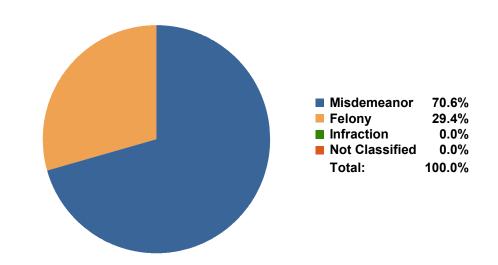
Misdemeanor: 48

Felony: 20 Infraction: 0 Not Classified / Warrant: 0

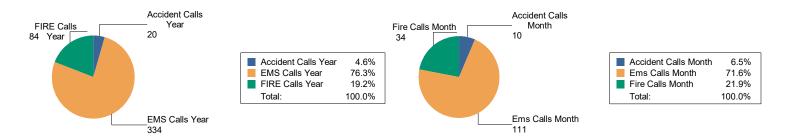
Year-To-Date

Total Arrests: 92

Total Charges Filed: 167



Cedar Lake Fire Department Monthly Summary Report 1/1/2022 to 3/31/2022



Average Daily Calls for Service: 5.03

Yearly Totals

A mamany Applied	2
Agency Assist	1
Death Investgtn	-
Disturbance	1
Domestic Dist	-
EMS Abdominal	6
EMS Assault	3
EMS Back Pain	6
EMS Bleeding	8
EMS Breathing	44
EMS Chest Pain	13
EMS Death	2
EMS Diabetic	14
EMS Fall	42
EMS Full Arrest	7
EMS Gunshot	1
EMS Headache	2
EMS Heart Prob	11
EMS Heat / Cold	1
EMS Lift Assist	29
EMS Mutual Aid	2
EMS Overdose	10
EMS Psych	26
EMS Seizure	7
EMS Sick Person	62
EMS Stabbing	1
EMS Stroke	7
EMS Trauma	8
EMS Uncons	13
EMS Unknown	9
FIRE Alarm	20
FIRE Assist	2
FIRE CO Alarm	4
FIRE Dive Rescu	1
FIRE Gas IN	6
FIRE Gas OUT	3
FIRE Hazmat	1
FIRE Inspection	2
FIRE Investigat	1
FIRE Misc	3
FIRE Mutual Aid	10
FIRE Odor	2
FIRE Outside	1
FIRE Search	1
FIRE Smoke Odor	1
FIRE Smoke Out	1
FIRE Standby	4
-	4
FIDE Structure	٥
FIRE Structure	9

Monthly Totals

Agency Assist	1
Domestic Dist	1
EMS Abdominal	3
EMS Back Pain	4
EMS Bleeding	1
EMS Breathing	12
EMS Chest Pain	4
EMS Diabetic	3
EMS Fall	16
EMS Full Arrest	2
EMS Gunshot	1
EMS Headache	2
EMS Heart Prob	4
EMS Lift Assist	12
EMS Mutual Aid	1
EMS Overdose	1
EMS Psych	9
EMS Seizure	3
EMS Sick Person	18
EMS Stroke	3
EMS Trauma	3
EMS Uncons	5
EMS Unknown	4
FIRE Alarm	8
FIRE Assist	1
FIRE Gas IN	1
FIRE Gas OUT	2
FIRE Inspection	1
FIRE Investigat	1
FIRE Mutual Aid	5
FIRE Odor	1
FIRE Search	1
FIRE Smoke Odor	1
FIRE Smoke Out	1
FIRE Structure	6
FIRE Utility	3
FIRE Water Resc	2
PI Accident	10
Suicidal Subj	1
Total for Month:	158

FIRE I	Utility		6		
FIRE \	Water Resc		6		
Overd	lose		2		
PI Acc	cident		20		
Suicio	lal Subj		2		
Suicio	le Attempt		1	_	
Total 1	for Year:		448		
20.00	334.00	84.00	10.00	111.00	34.00



THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

D 1049-H

2293 North Main Street Crown Point, Indiana 46307

Office: (219) 755-3203 Fax: (219) 755-3742

tippyj@lakecountyin.org

JERRY TIPPY, Second District

April 12, 2022

Council President Randy Niemeyer Town of Cedar Lake 7408 Constitution Ave. PO Box 707 Cedar Lake, IN 46303

Dear Council President Randy Niemeyer:

This letter is in response to the many requests from municipal officials regarding the distribution of Lake County ARPA funds. As you are aware ARPA funds are provided by the federal government with some unusual strings attached. For ease of reference, I am attaching 3 items for your review. These are a May 12, 2021 Memorandum from the Indiana State Board of Accounts which provided guidance to local governmental units with the procedures to be followed to establish an ARPA Plan to be followed, a letter from County Attorney Matt Fech regarding permissible uses of ARPA funds and an explanation from Baker Tilly regarding the \$10M amendment. I highly recommend that you ask your legal and financial consultants review these documents as well as the referenced legislative sections. Please feel free to contact Attorney Fech for further information.

It is most important to note that ARPA funds that are distributed in a manner that is not permissible must be returned to the federal government. Because the county has received a large sum of funds, the Board of Commissioners is required to submit a detailed auditing for each accounting period. All fund expenditures must be justified and in accordance with the adopted ARPA plan. Municipalities receiving funds from the county that are not permissible will be required to return the full fund amount to the county.

As you are also aware, the ARPA legislation requires the Board of Commissioners to approve a spending plan. A plan has been approved by the commissioners and does not include any transfer of funds to municipalities. Questions have been raised about a county ARPA grant program and a call for projects to municipalities. The commissioners are not aware of any such program. We reached out twice to the county council attorney on this matter requesting copies of the request for proposals from the various communities in their respective districts and still have not received a response. We believe that no such program ever existed.

The Lake County Board of Commissioners is proud of our relationships with municipal governments. We want to assure you that it is our intent to continue that effort. We look forward to working with you on projects in your city/town, but we must stay within the boundaries of the law. Please feel free to contact me with any questions or requests for further discussion.

Sincerely,

Jerry Tippy
Lake County Commissioner- District 2

CC: Matt Fech, LCBOC Attorney

Mayor David Uran

City/ Council Presidents in Commissioner District 2

Attachments:

May 12, 2021 – Memorandum from State Board of Accounts Fech Letter
Baker Tilly Email

Office of the Attorney to the Board of Commissioners

2293 N. Main St. - Crown Point, IN 46307 219-755-3058 ~ Fax 219-648-6138

то:	Commissioner Tippy	FR:	Matthew N. Fech Commissioners' Attorney
Date:	February 24, 2022	CC:	:

RE: PERMISSIBLE USE OF ARPA FUNDS

Commissioner Tippy:

You inquired about the permissible use of the approximate \$94m ARPA Funding awarded to Lake County in the spring of 2021. Based upon my review of both the May 12, 2021 Memorandum from the Indiana State Board of Accounts and section 603(c)(1)(A) of the federal Coronavirus Relief, Fiscal Recovery, and Critical Capital Projects Funds, it is my legal opinion that Lake County is <u>not</u> permitted to award monies to other governmental units.

Attached hereto as Exhibit "1" and "2" respectively is the Memorandum from the SBOA and the actual legislation from the federal government. I've highlighted the relevant portions for ease of use. In the SBOA memo, it makes clear that pursuant 603(c)(1)(A) grants and programs may be established, must be in writing between the governmental unit and the private nonprofit organization or a public benefit corporation involved in the transportation of passengers or cargo, or a special-purpose unit of State or local government. The private nonprofit or public benefit corporation would be required keep proper accounting of the expenditure of funds in accordance with ARPA and the Treasury Dept. standards.

A close review of 603(c)(1)(A) provides no mechanism for one unit of government to transfer ARPA funds to another unit of government. Rather the use by the recipient unit of government (here Lake County) is directed by the federal legislations by "shall only" language to the following uses:

USE OF FUNDS – Subject to paragraph (2), and except as provided in paragraphs (3) and (4), a metropolitan city, nonentitlement unit of local government, or county shall only use the funds provided under a payment made under this section to cover costs incurred by the metropolitan city, nonentitlement unit of local government, or county, by December 31, 2024

(A) to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

(B) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the metropolitan city, nonen-titlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

(C) for the provision of government services to the extent of the reduction in revenue of such metropolitan city, nonentitlement unit of local government, or county due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, nonentitlement unit of local government, or county prior to the emergency; or

(D) to make necessary investments in water, sewer, or broadband infrastructure.

Thank you, Commissioner.

Sincerely,

Matthew N. Fech

Good Afternoon,

See below for an overview of the Final Rule as it relates to revenue loss which is a significant change included in the Final Rule. A standard allowance of \$10M may be deemed "revenue loss" and used to provide government services.

Replace lost public sector revenue, using this funding to provide government services up to the amount of revenue loss due to the pandemic.

- Recipients may determine their revenue loss by choosing between two options:
 - A standard allowance of up to \$10 million in aggregate, not to exceed their award amount, during the program;
 - Calculating their jurisdiction's specific revenue loss each year using Treasury's formula, which compares actual revenue to a counterfactual trend.

Recipients may use funds up to the amount of revenue loss for government services; generally, services traditionally provided by recipient governments are government services, unless Treasury has stated otherwise.

Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services. Funds spent under government services are subject to streamlined reporting and compliance requirements. Government services is the most flexible eligible use category under the SLFRF program, and funds are subject to streamlined reporting and compliance requirements. Recipients should be mindful that certain restrictions, which are detailed further in the Restrictions on Use section and apply to all uses of funds, apply to government services as well.

Restrictions on use:

- Offset reduction in net tax revenue
- Deposits into pension funds
- No debt service or replenishing financial reserves
- No satisfaction of settlements and judgments
- Additional general restrictions: SLFRF funds may not be used for a project that conflicts with or contravenes the purpose of the American Rescue Plan Act statute (e.g., uses of funds that undermine COVID-19 mitigation practices in line with CDC guidance and recommendations) and may not be used in violation of the Award Terms and Conditions or conflict of interest requirements under the Uniform Guidance. Other applicable laws and regulations, outside of SLFRF program requirements, may also apply (e.g., laws around procurement, contracting, conflicts-of-interest, environmental standards, or civil rights).

Let me know if you have any other questions.

Thanks,

Doug Baldessari, CPA Partner



Baker Tilly Municipal Advisors, LLC T: +1 (317) 465 1508, M: +1 (317) 696 2563 8365 Keystone Crossing, Suite 300, Indianapolis, IN 46240 USA doug.baldessari@bakertilly.com | bakertilly.com



STATE BOARD OF ACCOUNTS 302 WEST WASHINGTON STREET ROOM E418 INDIANAPOLIS, INDIANA 46204-2769

> Telephone: (317) 232-2513 Fax: (317) 232-4711 Web Site: www.in.gov/sboa

MEMORANDUM

TO: Counties, Cities, and Towns

FROM: Paul D. Joyce, CPA, State Examiner

RE: Accounting Processes for ARPA Subtitle M-Coronavirus State and Local Fiscal Recovery Funds

DATE: Original March 18, 2021; Updated May 12, 2021

This memorandum has been updated to reflect guidance provided by the U.S. Treasury Interim Final Rule, which may be found at this link: https://home.treasury.gov/system/files/136/FRF-Interim-Final-Rule.pdf. We recommend that every recipient of money under the American Rescue Plan Act read this document in its entirety. The U.S. Treasury has also provided a list of Frequently Asked Questions as of May 10, 2021 (FAQ) which may be found at this link: https://home.treasury.gov/system/files/136/SLFRPFAQ.pdf.

The purpose of this memorandum is to provide guidance to recipients of funding available under Section 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021 (ARP). The ARPA established the Coronavirus Local Fiscal Recovery Fund (the Fund) and appropriated \$130,200,000,000 to remain available through December 31, 2024, for making payments to metropolitan cities, non-entitlement units of local government, and counties to mitigate the fiscal effects stemming from the public health emergency with respect to COVID-19.

The allocations for metropolitan cities, non-entitlement units, and counties may be found on our website at in.gov.sboa. Metropolitan cities and all counties will receive funding directly from the federal government. Cities and towns determined to be non-entitlement units will receive the allocation through the State of Indiana. The information on SBOA website about allocations also provides which cities are determined metropolitan and which cities and towns are designated as non-entitlement units.

The federal government will make the first payment from the Fund to the State of Indiana, the metropolitan cities, and Indiana Counties by May 11, 2021. The State of Indiana will distribute the first payment received from the Fund within 30 days based on the allocation provisions contained in the ARPA. A second payment will be received by the State of Indiana, the metropolitan cities, and the Indiana Counties not earlier than twelve months after the first payment. The State of Indiana will distribute the second payment received from the Fund within 30 days based on the allocation provisions contained in the ARPA.

It is important to follow the prescribed accounting system procedures and documentation requirements for the use of these funds. According to the ARPA, a detailed accounting for the uses of the funds is required. Any unit that fails to comply with the provisions of the ARPA shall be required to repay an amount equal to the amount of funds used in violation of the ARPA. The Secretary of the Treasury may issue additional regulations related to these funds.

Ordinance and Plan. The governing body must adopt an ordinance establishing a local ARP Coronavirus Local Fiscal Recovery Fund to receive the allocation in accordance with State Examiner Directive 2021-1 (Directive). For a county, the ARP Coronavirus Local Fiscal Recovery Fund must be established by ordinance of the County Commissioners. For a city or town, the ARP Coronavirus Local Fiscal Recovery Fund must be established by ordinance of the legislative body. The ordinance should specifically list the uses described in Section 603(c) that are applicable to the unit and that the unit envisions utilizing. The ordinance should reference a plan that will provide the details for the use of these funds. The plan should be laid out in a way that corresponds to the elements as laid out in Section 603 of the ARPA. The ordinance and plan may be amended as any other ordinance or plan as long as the amendment complies with Section 603.

Appropriations and Disbursements. As stated in the Directive, funds must be appropriated by the fiscal body before use in accordance with the Section 603, the ordinance, and the plan. Only local appropriation is required. All disbursements must go through the normal claims process in IC 5-11-10-1.6 and be supported with sufficient documentation. All disbursements must be made directly from the ARP Coronavirus Local Fiscal Recovery Fund. Money in the fund may not be transferred to another fund of the unit.

Fund Uses. The uses of the fund are specified in Section 603(c) as follows:

- "(1) USE OF FUNDS Subject to paragraph (2), and except as provided in paragraphs (3) and (4), a metropolitan city, nonentitlement unit of local government, or county shall only use the funds provided under a payment made under this section to cover costs incurred by the metropolitan city, nonentitlement unit of local government, or county, by December 31, 2024
 - (A) to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - (B) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the metropolitan city, nonentitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - (C) for the provision of government services to the extent of the reduction in revenue of such metropolitan city, nonentitlement unit of local government, or county due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, nonentitlement unit of local government, or county prior to the emergency; or
 - (D) to make necessary investments in water, sewer, or broadband infrastructure."

<u>Section 603(c)(1)(A).</u> Grants and programs to respond to the public health emergency or its negative economic impacts under Section 603 (c)(1)(A) should be through written agreement with the recipient. Disbursements to grantees and program recipients must be documented and in compliance with the written agreement.

<u>Section 603(c)(1)(B)</u>. Premium pay allowed for eligible workers of your unit under Section 601(c)(1)(B) is for work performed during the COVID-19 Public Health Emergency. Premium pay is defined in Section 602(g) as "an amount of up to \$13 per hour that is paid to an eligible worker, in addition to wages or remuneration the eligible worker otherwise receives, for all work performed by the eligible worker during the COVID-19 public health emergency. Such amount may not exceed \$25,000 with respect to any single eligible worker." This definition is expanded in the Interim Final Rule on page 134.

Eligible worker is defined in Section 603(g) as "those workers needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as each chief executive officer of a metropolitan city, nonentitlement unit of local government, or county may designate as critical to protect the health and well-being of the residents of their metropolitan city, nonentitlement unit of local government, or county." This definition is expanded in the Interim Final Rule on page 131.

The Interim Final Rule defines essential work to mean work that "(1) Is not performed while teleworking from a residence; and (2)Involves: (i) Regular in-person interactions with patients, the public, or coworkers of the individual that is performing the work; or (ii)Regular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work." (Interim Final Rule page 132)

The Interim Final Rule clarifies and provides examples of essential critical infrastructure sectors and eligible workers. Please note that if premium pay increases a worker's total pay above 150% of the greater of the state and county average annual wage, written justification must be maintained to show how the premium pay responds to the needs of these workers. (Interim Final Rule page 49 and FAQ 28). Please see the Interim Final Rule for more information.

Grants to eligible employers under Section 603(c)(1)(B) should be through written agreement with the eligible employer. Disbursements to grantees must be documented and in compliance with the written agreement. The Interim Final Rule defines the terms eligible employer, eligible worker, and essential work starting on page 131. The Interim Final Rule imposes additional reporting requirements for grants to third-party employers, including the public disclosure of grants provided. (Interim Final Rule page 51)

Section 603(c)(1)(C). Section 603(c)(1)(C) allows the funds to be used for costs incurred for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency. The revenues of the full calendar year of 2019 will be used as the base year to determine the reduction of revenue in the full calendar years of 2020, 2021, 2022, and 2023. Over the covered period, costs incurred for the provision of government services will be limited to the total amount of revenue reduction in these years.

Starting on page 51, the Interim Final Rule provides definitions and step-by-step instructions for the calculation of the reduction in revenue. Recipients are to calculate the extent of the reduction in revenue as of four points in time: December 31, 2020, December 31, 2021, December 31, 2022, and December 31, 2023. The four-step process to be used starts on page 58 of the Interim Final Rule.

Information to calculate the revenue reduction for the local income tax revenue may be obtained from the Local Tax Distribution Report available on the Department of Local Government website at www.in.gov/dlgf. Information to calculate the revenue reduction for the MVH/LRS and other state distributions may be obtained from the Auditor of State website at www.in.gov/aos. Information to calculate the revenue reduction for other funds should be obtained from your records. Documentation must be available to show all calculations.

Certain revenues may not be considered in the calculation for the reduction in revenues. According to the Interim Final Rule (page 133), "General revenue means money that is received from tax revenue, current charges, and miscellaneous general revenue, excluding refunds and other correcting transactions, proceeds from issuance of debt or the sale of investments, agency or private trust transactions, and intergovernmental transfers from the Federal government, including transfers made pursuant to section 9901 of the American Rescue Plan Act. General revenue does not include revenues from utilities." (our emphasis).

According to FAQ 18, "Recipients should classify revenue sources as they would if responding to the U.S. Census Bureau's Annual Survey of State and Local Government Finances. According to the Census Bureau's Government Finance and Employment Classification manual, the following is an example of current charges that would be included in a state or local government's general revenue from own sources: "Gross revenue of facilities operated by a government (swimming pools, recreational marinas and piers, golf courses, skating rinks, museums, zoos, etc.); auxiliary facilities in public recreation areas (camping areas, refreshment stands, gift shops, etc.); lease or use fees from stadiums, auditoriums, and community and convention centers; and rentals from concessions at such facilities."

Recipients are to calculate revenue on an entity-wide basis by summing across all revenue streams covered as general revenue. (Interim Final Rule page 54 and FAQ 17)

According to the Interim Final Rule on page 57, any diminution in actual revenue calculated using the prescribed formula would be presumed to have been due to the COVID 19 public health emergency.

The costs incurred for the provision of governmental services may not exceed the total amount of revenue reduction.

<u>Section 603(C)(1)(D).</u> Costs incurred to make investments in water, sewer, or broadband infrastructure under Section 603(c)(1)(D) must be documented and recorded on the capital asset ledger in accordance with the local capitalization policy. The Interim Final Rule clarifies eligible expenses for this category.

Pension Funds. Section 603(c)(2) specifically states the ARP grant fund may not be used to make a deposit into any pension fund. However, payments may be made into a pension fund as a normal part of the employee payroll benefits process if an employee's wages and salaries are an eligible use of Fiscal Recovery Funds. (Interim Final Rule page 80)

Transfers to certain entities or the State. Section 603(c)(3) allows money in the ARP fund to be transferred to a private nonprofit organization, public benefit corporation involved in the transportation of passengers or cargo, or a special-purpose unit of State or local government. The term "private nonprofit organization" is defined in 42 USC 11360(17) to mean an organization - "(A) no part of the net earnings of which inures to the benefit of any member, founder, contributor, or individual; (B) that has a voluntary board; (C) that has an accounting system, or has designated a fiscal agent in accordance with requirements established by the <u>Secretary</u>; and (D) that practices nondiscrimination in the provision of assistance." If money is transferred under this section, documentation must exist to show that the nonprofit organization meets the required definition.

Section 603(c)(4) allows money in the ARP Coronavirus Local Fiscal Recovery Fund to be transferred to the State of Indiana.

Prior Costs Incurred. Permitted expenses incurred in the fund of a unit after the passage of ARP (March 3, 2021) but before the receipt of the ARPA funds may be shown as an expense from the ARP Coronavirus Local Fiscal Recovery Fund.

For example, if on March 12, 2021, a city incurred expenses in the amount of \$10,000 from the General Fund in response to the public health emergency, the city may transfer that expense to the ARP Coronavirus Local Fiscal Recovery Fund through a reversing entry. The city will first reverse the \$10,000 expense in the General Fund, which will reinstate the expense appropriation line item and the cash balance of the general fund. The city will then post the \$10,000 disbursement to the ARP Coronavirus Local Fiscal Recovery Fund with a link to the original claim and supporting documentation.

Ineligible Costs. The following items are not eligible uses of the ARP money per the FAQ document (FAQ 23, 24, 26, and 27): payment of interest or principal on outstanding long term or short-term debt; payment of fees or issuance costs associated with the issuance of new debt; contributions to the Rainy Day Fund or reserve funds; payment of settlements or judgments; non-federal match for other federal programs.

Reporting Requirements. The Interim Final Rule, starting on page 110, contains information on the required reports to the U.S. Treasury.

Metropolitan Cities and counties will be required to submit one interim report and thereafter quarterly Project and Expenditure reports. The interim report will include a recipient's expenditures by category at the summary level from the date of the award through July 31, 2021. The interim report will be due on August 31, 2021. The quarterly Project and Expenditure reports will include financial data, information on contracts and subawards over \$50,000, types of projects funded, and other information regarding a recipient's utilization of the award funds. The initial quarterly Project and Expenditure report will cover two calendar quarters from the date of award to September 30, 2021. The initial quarterly report is due by October 31, 2021. The subsequent quarterly reports will cover one calendar quarter and must be submitted to Treasury within 30 days after the end of each calendar quarter.

Non-entitlement units of local government will be required to submit annual Project and Expenditure reports. The initial annual Project and Expenditure report will be due on October 31, 2021. The Project and Expenditure reports will include financial data, information on contracts and subawards over \$50,000, types of projects funded, and other information regarding a recipient's utilization of the award funds. The initial annual Project and Expenditure report will cover activity from the date of award to September 30, 2021, and must be submitted to Treasury by October 31, 2021. The subsequent annual reports must be submitted to Treasury by October 31 each year.

Metropolitan Cities and counties with a population of greater than 250,000 will also be required to submit annual Recovery Plan Performance report. The initial report will be due August 31, 2021.

The U.S. Treasury will provide additional guidance and instructions on the reporting requirements at a later date.

Internal Controls. Internal controls must be designed, implemented, and documented to provide reasonable assurance that the ARPA funds will be safeguarded and used in accordance with the ARPA. Each of the five components of internal control is necessary to form a complete internal control process: Control Environment, Risk Assessment, Control Activities, Information and Communication, and Monitoring Activities. For more information on the establishment of internal controls, see the *Uniform Internal Control Standards for Indiana Political Subdivisions* and the Best Practice Documents on our website at www.in.gov/sboa.

This memorandum is considered to be part of the Uniform Compliance Guidelines of the State Board of Accounts and is intended to provide guidance that will promote transparency and accountability of funds received from the Coronavirus Local Fiscal Recovery Fund pursuant to the American Rescue Plan Act of 2021. This memorandum may be amended or rescinded at any time in writing by the State Examiner or Deputy State Examiner.

Respectfully,

Paul D. Joyce, CPA State Examiner

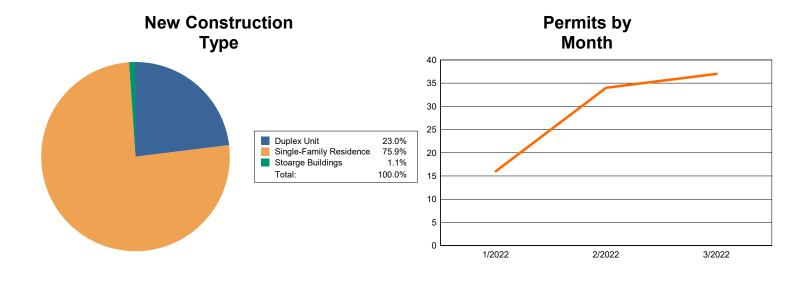
SG/DG

Town of Cedar Lake Office of Building, Zoning, and Planning 7408 Constitution Ave - PO Box 707 - Cedar Lake, IN 46303

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



Report of All New Construction Permits 1/1/2022 to 3/31/2022 Grouped by Month



January 2022

Residential New Construction Permits: 16

New Construction Permits: 16

New Residential Construction Value: \$3,887,995

Total Value of Construction for January: \$3,887,995

February 2022

Residential New Construction Permits: 34

New Construction Permits: 34 *

New Residential Construction Value: \$9,152,245

Total Value of Construction for February: \$9,152,245

March 2022

Residential New Construction Permits: 36

Commercial New Construction Permits: 1

New Construction Permits: 37

New Residential Construction Value: \$8,487,980

New Commercial Construction Value: \$1,186,721

Total Value of Construction for March: \$9,674,701

Total New Construction Permits: 87

Total Residential New Construction Permits: 86

Total Commercial New Construction Permits: 1

Total School New Construction Permits: 0

Total Value of New Construction: \$22,714,941

Total Value of New Residential Construction: \$21,528,220.00

Total Value of New Commercial Construction: \$1,186,721.00

Total Value of New School Construction:

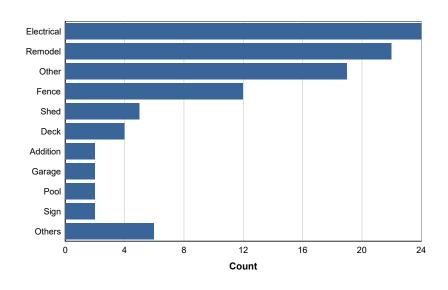
Town of Cedar Lake

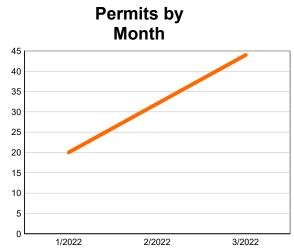
Office of Building, Zoning, and Planning

7408 Constitution Ave - PO Box 707 - Cedar Lake, IN 46303 Tel (219) 374-7000 - Fax (219) 374-8588



Report of All Other Permits 1/1/2022 to 3/31/2022 Grouped by Month





January 2022

Other Residential Permits: 17
Other Commercial Permits: 1
Other Open Space Permits: 2
Total of Other Permits: 20 *

Other Residential Permits Value: \$288,222.00
Other Commercial Permits Value: \$1.00
Other Open Space Permits Value: \$6,500.00
Total Value of All Other Permits: \$294,723

February 2022

Other Residential Permits: 25
Other Commercial Permits: 6
Other Church Permits: 1
Total of Other Permits: 32 *

Other Residential Permits Value: \$261,632.00
Other Commercial Permits Value: \$1,262,258.00
Other Church Permits Value: \$150,000.00
Total Value of All Other Permits: \$1,673,890

March 2022

Other Residential Permits: 39
Other Commercial Permits: 3
Other School Permits: 1
Other Industrial Permits: 1
Total of Other Permits: 44 *

Other Residential Permits Value: \$455,025.00
Other Commercial Permits Value: \$12,690.00
Other School Permits Value: \$56,310.00
Other Industrial Permits Value: \$20,000.00
Total Value of All Other Permits: \$544,025

Grand Total Value of All Other Permits: \$2,512,638.00

Grand Total of Other Permits: 96

Year-over-year Record *



One Professional Center Suite 314 Crown Point, IN 46307 219.663.3410 cbbel-in.com

April 15, 2022

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

Attention: Jill Murr – Planning Director

Re: Town Engineer Report for April 19, 2022 Town Council Meeting

(CBBEL Project No.: 060015.00001)

Dear Council Members:

This letter summarizes Christopher B. Burke Engineering, LLC (CBBEL) Town Engineer activities for reporting and action (as necessary) for the April 19, 2022 Town Council Meeting. This report covers activities for the period of March 12, 2022 through April 15, 2022.

1) Cedar Lake Dredging and Sediment Dewatering Facility Project

The Pre-Construction meeting was held at 2:00pm on Monday, March 28th at Town Hall. All project staking has been completed on the SDF site and we are waiting for the signed agreement from the Lake Heritage Park Foundation, the signed Huseman easement, and the land swap finalization with Diamond Peak prior to issuing the Notice to Proceed to Dyer Construction.

The Town received the IDNR LARE grant PO for \$150,000 on April 7th. The IDEM approval of the NPDES General Permit for temporary discharges was received on March 29, 2022 and the IDNR Lake Preservation Act Permit was received on March 30, 2022. These were the final two permits required to allow dredging of the lake to proceed. Therefore, we are scheduled to advertise for bidding on April 25th with a planned bid opening on May 31st.

2) MS4 Coordination

The new IDEM MS4 Construction General Permit (CGP) was issued in December 2021 and will take full effect in July. CBBEL staff has been working on updates to the Cedar Lake Water Quality Characterization Report and other items that are required by the new permit. This will be an ongoing process over the next few months, where we will keep Town staff current on all noted changes to existing documents.

Cedar Lake Town Council 060015.00001

3) NIRPC/State Legislature/INDOT/IDNR Updates

The TIP will include the east phase (Cline Roundabout to Town Hall) of the Lake Shore Drive Corridor project. This project will be included in the 2025-26 TIP, Year 2025 for \$1,751,300 and have an engineering/ROW component programmed into the 2022-26 TIP, Year 2023 for \$110,000. The construction estimate would be an 80/20 cost share. The revised 2022-26 was approved by the full NIRPC commission on April 15, 2021. INDOT issued the Request for Proposals for design of this project, which submittals are due on April 21st for Town review and recommendation.

NIRPC summarized how funding from the new Infrastructure Bill will be funneled through the State's MPOs on the January 6th 3PC meeting call. The region is expecting an additional \$18 million to be appropriated through the FY2022 FAST Act legislation. NIPRC will most likely hold a Notice of Funding Availability (NOFA) later this year.

4) Other Funding Opportunities

IDNR – Division of Outdoor Recreation, Next Level Trails Program: IDNR – Division of Outdoor Recreation will administer the program in conjunction with INDOT. All non-motorized trail types are eligible, but consideration will be given to multi-use trail types. Eligible costs are trail construction, land acquisition, design and engineering, and basic trail amenities. The grant program requires an 80/20 match with minimum and maximum requests of \$200,000 and \$2 million, respectively. There will be \$10 million available for locally significant projects. More information can be found at https://www.in.gov/dnr/outdoor/9800.htm. The grant application package was submitted on December 1st.

Appraisals were received from the Vale Appraisal Group on March 31st for parcels within the proposed the trail corridor. We are still awaiting appraisals from the second engaged appraisal company. Based on discussions with NIRPC, it is our understanding that this program will have an additional call(s) later this year. CBBEL has provided a survey proposal to Town staff for survey of the 133rd Avenue corridor.

- Community Crossing Grant, 2022-1: *No Change.* The CCMG application was submitted to INDOT on January 28th for the resurfacing and striping of 133rd Avenue from Parrish Avenue to the Norfolk Southern Railroad tracks.
- Railroad Grade Crossing Fund, INDOT: The Town received the executed grant on November 24, 2021 for \$11,400.00. This funding will remove and replace railroad striping throughout Town. TMC was awarded this project and it will be completed this summer.

5) Parrish Ave, Vermillion St/Hilltop St, Highland Subdivision (High Grove, Phase 2)

The Pre-Construction meeting was held at 10:00am on March 24th for the Highland Subdivision and Vermillion St/Hilltop St projects. A separate field meeting will be held for the Parrish Avenue reconstruction project when it begins in early June. A public meeting for all residents within the Highland Subdivision and road closure section of Vermillion St was held at 6:00pm on April 7th at Town Hall. There was good turnout and discussion. Storm sewer installation will begin on April 18th in the Highland Subdivision. NIPSCO will be relocating a 2-inch steel gas main on Vermillion St; therefore, work within the curve won't start until at

6) Town Street Committee

Below is a summary of ongoing Road Committee related items:

• <u>2021 HMA Overlay Projects</u>: The East Lake Overlay project has been completed and closed. The West Lake Overlay project is completed except for 129th Place at the end of Dodge Street. Town Public Works staff have been completing digout of this roadway with potential paving to start around May 1st.

7) Redevelopment Commission

CBBEL is completing the following projects for the Redevelopment Commission:

- 133rd Avenue/King Drive Intersection Safety Improvements (DES No. 2000023): *No Change.* All items on this project have been completed. CBBEL is currently completing close-out paperwork with INDOT.
- Morse Street Corridor Pedestrian Path: No Change. Plan preparation is on-going. Project coordination will be required for the newly acquired Lighthouse well and potential future connections from Lakeside Subdivision.

8) Plan Commission

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

- <u>Electric Power Solutions Preliminary Plat/Site Plan:</u> The Applicant requested to be removed from future agendas.
- <u>Silver Meadows PUD:</u> *No Change.* CBBEL provided a review letter to the Applicant on February 17th.
- MacArthur Elementary School Expansion: Additional information was provided on April 1st. This information is currently under review and a letter response will be provided soon in coordination with Town staff and the Town utility department.
- <u>Development Standards Manual Update</u>: CBBEL has begun updates to the DSM.
 This work will continue through 2022 in conjunction with the Subdivision Control Ordinance updates.

10) Stormwater Management Board

7513 W. 136th Lane, Woodland Shores: The landowner noted stormwater issues located on his property. The property is located in a low area of 136th Avenue with several small drain tiles servicing the area. It was recommended that the drain tiles and corresponding downstream storm sewer system be televised by Public Works. Depending on these results, CBBEL will prepare an existing conditions hydraulic model of the system utilizing survey from a 2007 roadway capital improvement project to determine existing capacity. CBBEL completed a field visit in late February to verify some existing alignments. We subsequently requested Public Works video the entire existing storm sewer between 136th Avenue and 136th Place due to inconclusive information found in the field. *No Change*.

9080 W. 129th Place, Woodland Hills Subdivision: No Change from Previous Report. CBBEL provided legal descriptions and easement exhibits to the Town for review. It is our understanding that the Town is reaching out to the affected property owners in Havenwood.

14619 Bell Place, Shades Addition Plat D Subdivision: A drainage concern was brought to the board's attention regarding a house at the end of Bell Place with no associated stormwater infrastructure. CBBEL noted that we would complete some research and a site visit and provide a report at the next meeting. CBBEL completed coordination with NIPSCO regarding "No-Dig" signage on-site. This issue should be re-evaluated between Public Works and NIPSCO once weather permits. *No Change.*

<u>Woods of Cedar Creek:</u> Town staff is reviewing currently signed easements and summarizing which easements were never signed and which easements need to be updated. Future phases on this project would be contingent on available funding.

<u>Lynnsway HDPE Pipe Failure:</u> It is our understanding that PGX will be final grading the pipe trench and seeding the corridor within the next few weeks. After this work is completed, residents may replace their fences.

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

<u>Stormwater Master Plan:</u> CBBEL is preparing a proposal for the completion of a Town-wide Stormwater Master Plan. This plan would include mapping of the Town's entire storm sewer network, identification of system problem areas, hydrologic/hydraulic modeling of specific areas, public participation meetings, and a final plan report detailing future projects and cost estimates. **This proposal will be presented to the Town later at a later date.**

11) Building Department

CBBEL has been completing site plan and as-builts for individual lots. CBBEL has also been completing on-going development reviews in the following subdivisions/projects: Summer Winds, Summer Winds Plaza, Birchwood Farms, Rose Garden Estates, Ledgestone, Centennial, Centennial Villas/Estates, Beacon Pointe, Beacon East, Beacon West (Phase 5), Lakeside, Hanover Central Middle/Elementary School, Hanover Central High School Athletic Fields, Cedar Lake Storage, People's Bank, Great Oaks Storage, and Offshore Estates.

Zoning Map: The Zoning Ordinance and Map were adopted on March 1st. CBBEL has presented options to Town staff regarding presenting the zoning map either via a PDF, private searchable document available only to staff or a publicly searchable document via ESRI ArcMap.

<u>Ordinance Updates:</u> CBBEL will be continuing updates to the Town's Development Standards Manual and Stormwater Ordinances throughout 2022. CBBEL will also update the Town's lighting inventory. CBBEL has been in contact with NIPSCO Electric about

acquiring current lighting inventories for the Town. No Change.

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

Sincerely,

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

Civil Engineer

L060015 Council Report 041522.docx

CC: Town Manager

Director of Operations Building Administrator

Town Attorney

Attachments: Project Status Report

All Projects Schedule

Town of Cedar Lake – Project Status ReportChristopher B. Burke Engineering, LLC

updated 04/15/22

				upuat	eu 07/13/22
Job No.	Description	Budget	Deliverable(s)	Status	Deadline(s)
			Town Council Report for 04/19/22		
060015.00001	Town Council	n/a	meeting	Completed	03/11/22
		. 4		<u> </u>	
060015.00002	Plan Commission	n/a	Plan Reviews & LOC Inspections	Applications. See letter for details.	
000013100002	Stormwater	11/4	Review and reporting concerning agenda	 ' ' 	
060015 00003	Management Board	n/a	action items		J 5,
000013.00003	Stormwater Cost of	пуа	detion recins		
060015 00006	Services Study	2/2	EDIT calculation ravious		.
000012.00006	Services Study	n/a	ERU calculation review		
				,	
				issuing the Notice to Proceed to Dyer Construction.	
				The Town received the IDNP LAPE grant PO for	
				, , ,	
	Cedar Lake				
	Dredging and				
	Sediment				
Storm Mana Storm Storm Storm Storm Storm Servion Servion	Dewatering Facility				
200323	Project	n/a	Construction Plans		
	riojecc	, u	Construction Figure		ongonig
				· ,	commission Meetings and Review of Plantons. See letter for details. In gitems as requested and reporting status to construction meeting was held at 2:00pm on the March 28 th at Town Hall. All project staking has migheted on the SDF site and we are waiting for meeting and the signed Huseman easement, and the apfinalization with Diamond Peak prior to the Notice to Proceed to Dyer Construction. What received the IDNR LARE grant PO for the On April 7 th . The IDEM approval of the NPDES Permit for temporary discharges was received in 29, 2022 and the IDNR Lake Preservation Act was received on March 30, 2022. These were the entered to allow dredging of the lake end. Therefore, we are scheduled to advertise for on April 25 th with a planned bid opening on May the 04/15/22 Council Report for details. IDEM MS4 Construction General Permit (CGP) end in December 2021 and will take full effect in BEL staff has been working on updates to the take water Quality Characterization Report and the sake Water Quality Character
200323					
				other items that are required by the new permit. This	
		\$19,400	MS4 Coordination Services &	changes to existing documents.	
090043	MS4 Coordination	(annual)	Development SESC	– see 04/15/22 Council Report for details.	ongoina
	Parrish Ave,	/	'	The Pre-Construction meeting was held at 10:00am on	
	Vermillion St/Hilltop			March 24 th for the Highland Subdivision and Vermillion	

	Subdivision			held for the Parrish Avenue reconstruction project when it begins in early June. A public meeting for all residents within the Highland Subdivision and road closure section of Vermillion St was held at 6:00pm on April 7 th at Town Hall. There was good turnout and discussion. Storm sewer installation will begin on April 18 th in the Highland Subdivision. NIPSCO will be relocating a 2-inch steel gas main on Vermillion St; therefore, work within the curve won't start until at least mid-May.	
				– see 04/15/22 Council Report for details.	
				No Change from Previous Report. All items on this project have been completed. CBBEL is currently completing close-out paperwork with INDOT.	
190146	133 rd Ave/King St	\$49,900	Construction Observation	 see 04/15/22 Council Report for details. 	ongoing

Cedar Lake All Projects' Schedules

	2020)											2021	1										2022											
	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8 9	9	10	11	12	1 2	3	4	5	6	7	8	9	10	11	12
Vermillion/Hilltop and Highland Subdivision																																			
Construction																																			
Parrish Avenue																																			
Construction																																			
Stage 1 - Sediment Dewatering Facility																																			
Construction																																			
Stage 2 - Cedar Lake Dredging (TBD)																																			
Construction																																			
Cedar Lake Restoration Project (Phase 2 - Final Design and Permitting)																																			
Topographic Survey of Dewatering Site																																			
Property and Easement Negotiation and Acquisition (Surveying)																																			
Final Engineering Specifications and Cost Estimates																																			
Permitting and Final Stakeholder Engagement																																			
Request for Proposals to Construct - Contract Award																																			