

TOWN OF CLEAR LAKE – TOWN COUNCIL

Special Session Meeting Agenda Thursday, February 5, 2026



111 Gecowets Drive
Fremont, IN 46737
(260) 495-9158
www.townofclearlake.org

NOTICE: The Town of Clear Lake Town Council will meet to have its scheduled special session meeting on **Thursday, February 5, 2026**, at **6:30pm (EST)**. **This meeting will be held at the Town Hall and will be open to the public.** In addition, this meeting will be livestreamed via Zoom and recorded. Please join the meeting on the Town's website at <https://townofclearlake.org/>.

To see previously recorded meetings visit the Town's YouTube channel at <https://www.youtube.com/@townofclearlakeindiana>.

1. Call To Order
2. Pledge of Allegiance
3. Zoom Instructions
4. Roll Call
5. Approval of Agenda
6. New Business
 - a. Contractor Award of 2026 CCMG Road Project
 - b. DLZs 2026 Engineering Agreement
 - c. LGS 2026 Contract
7. General Discussion/Public Comment
8. Adjournment

Please Note: Agenda items listed are those reasonably anticipated and may be discussed at the meeting. Not all items listed may necessarily be discussed and there may be other items not listed that may be brought up for discussion.

Ward 1

George Schenkel

Ward 2

Dan Rippe (V. Pres.)

Ward 3

Bert Elliott

At-Large

Molly Weber (Pres.)
Brent Schlosser

Clerk-Treasurer

Nathan Striker

Town Marshal

Chris Emerick

Street/Sewer Superintendent

Guy Rodgers

Zoning Administrator

Hometown Initiatives

Billing Clerk

Jennifer Sattison

Town Attorney

Dave Hawk

Next Meeting:

Tues., Feb. 17th at 7pm



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

January 9, 2026

WORK ORDER PROPOSAL
2026 ON-CALL PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES

Client: Town of Clear Lake
Title: Town Council
Address: 111 Gecowets Drive
City: Fremont
State: Indiana Zip: 46737
Telephone: (260) 495-9158
Fax: (260) 495-5902
Estimated Start Date: January 1, 2026
Estimated End Date: December 31, 2026

DATE	SCOPE OF SERVICES
1/1/26 – 12/31/26	If requested or required, a minimum of one (1) DLZ staff member to be present at Town Council Meetings, and required staff for project designs of minor complexity, plan reviews, miscellaneous site visits, technical assistance, and any other assignment deemed necessary at the request of the Town Representative and/or Town Council for the period from January through December 31 st , 2026.

SCOPE OF SERVICES

If requested or required, **attend Town Council meetings** to provide a status report on public works project assignments, **project designs, complete plan reviews as requested or assigned, make site visits to assess problems or concerns as requested, and any other assignment deemed necessary by the Town Representative or Town Council and provide technical assistance to the Town staff.** The estimated fee will be based on work assignments and hours associated to the assignments/rate schedule. A Supplement will be submitted should the requested level of effort exceed the proposed estimated fee or if the scope of services changes from what was proposed. Any design effort or other services as directed by the Town or Town Council and not described above (and not a part of this Scope of Services) will be considered Additional Services. If requested, these will be negotiated at the time of the request in the form of a work order.

COMPENSATION

For performing the above professional services, DLZ Indiana, LLC will be paid on a hourly rate basis plus reimbursable expenses per the agreed upon rate schedule submitted for 2026. Payment will be made monthly in proportion to services performed upon presentation of proper invoices, claims, and vouchers. DLZ



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

Indiana, LLC reserves the right to assess a service charge of 1.5% per month for any outstanding balance exceeding 30 days from the invoice date.

STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions, see Exhibit A, as set forth as attached, are incorporated here into and made part of this On-Call Professional Services Work Order Proposal. The Owner referred to in the Standard Terms and Conditions means Town of Clear Lake, Indiana.

If you approve and accept this proposal, please sign, date, and return one (1) copy of this work order for our records. Should you prefer to issue a Purchase Order as your official acceptance, we request that you reference this proposal in your paperwork.

Very truly yours,

DLZ INDIANA, LLC

Miguel A. Trevino, P.E., RB
Vice President

Casey M. Erwin, P.E.
Division Manager

APPROVED AND ACCEPTED
**TOWN OF CLEAR LAKE
TOWN COUNCIL**

President

Member

Member

Member

Member

ATTEST:

Clerk Treasurer

Date

DLZ'S STANDARD TERMS AND CONDITIONS

1. INVOICES AND PAYMENT: Unless the parties have agreed otherwise, DLZ will submit monthly invoices to CLIENT for services performed in the prior month. Except to the extent CLIENT disputes in good faith all or a portion of a DLZ invoice, CLIENT will pay DLZ the invoiced amount within thirty (30) days from the date of the invoice; and, in default of such payment, agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. Invoiced amounts not in dispute will accrue interest at one percent (1%) per annum after they have been outstanding for over thirty (30) days. If an invoiced amount not in dispute remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all project services until all unpaid invoiced amounts not in dispute are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this agreement.

2. CONSTRUCTION SERVICES: If DLZ's scope of services includes providing professional services during the project's construction phase, DLZ will not have control over or be responsible for contractor means, methods, techniques, sequences, procedures, or schedule, or the contractor's failure to comply with the construction contract documents or applicable laws, ordinances, rules or regulations. If DLZ provides construction inspection or observation services, DLZ will report to CLIENT all contractor deviations from the construction contract documents that come to DLZ's attention. However, such services are solely intended to enable DLZ to maintain familiarity with, and keep CLIENT informed of, the general progress and quality of the contractor's work, and not to require DLZ to perform exhaustive inspections of contractor work for its compliance with the construction contract documents, which shall remain solely contractor's responsibility.

3. CHANGES IN REQUIREMENTS: In the event additional services are required due to a change, after the date of this agreement, in CLIENT's requirements, or in the applicable law, standards, or governmental requirements or policies, DLZ will be entitled to additional compensation for such additional services.

4. SURVEY STAKING: If DLZ's scope of services includes survey layout, DLZ will not be responsible for subsequent disturbances of its layout except to the extent caused by DLZ or persons for whom it is responsible.

5. MISCELLANEOUS EXPENSES: Except to the extent otherwise provided in this agreement, CLIENT is responsible for all third-party fees and charges including, without limitation, fees and charges for inspections, zoning or annexation applications, assessments, soils engineering, soils testing, aerial topography, permits, rights-of-entry, bond premiums, title company charges, blueprint and reproduction costs, and all other third-party fees and charges.

6. CHANGE OF SCOPE: DLZ's scope of services in this agreement is based on facts known at the time of execution of this agreement, including, if applicable, information supplied by CLIENT. DLZ will promptly notify CLIENT in writing of any perceived changes to its scope of services required by new information or by persons or circumstances beyond DLZ's control, and the parties shall negotiate modifications to this agreement before DLZ begins performance of the revised scope.

7. SAFETY: DLZ will take reasonable steps to protect the safety of its employees, and to perform its services in a safe manner. DLZ is not responsible for project safety other than with regard to its own services.

8. REUSE OF PROJECT DELIVERABLES: CLIENT's use of any project documents or DLZ deliverables, including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaption by DLZ for the specific purpose intended, will be at CLIENT's sole risk.

9. OPINIONS OF CONSTRUCTION COST: Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contractor bids or actual cost to CLIENT.

10. INSURANCE: During the performance of its services and for two years thereafter, DLZ will maintain the following minimum insurance coverage: General Liability- \$2,000,000 per occurrence, \$4,000,000 general aggregate, \$4,000,000 products/completed operations aggregate, \$2,000,000 personal/advertising injury aggregate; Automobile Liability- \$2,000,000 combined single limit; Workers Compensation and Employers Liability- in conformance with statutory requirements, and \$1,000,000 employers liability; and Professional Liability- \$5,000,000 per claim and in the aggregate. Certificates evidencing such coverage will be provided to CLIENT upon request. If DLZ is providing construction phase services, CLIENT agrees to require its contractor to include DLZ as an additional insured on the contractor's General Liability and Automobile Liability insurance policies, and DLZ's above-listed coverage will be excess over the contractor's coverage, which will be primary.

11. INDEMNITY: To the fullest extent permitted by law, each of the parties agrees to indemnify and save harmless the other party from and against all liability, damages, and expenses, including reasonable attorney's fees, sustained by the other party by reason of injury or death to persons or damage to tangible property, to the proportionate extent caused by the negligent acts or omissions of the indemnifying party or its employees.

12. CONSEQUENTIAL DAMAGES: Neither party will be liable to the other for consequential, special, incidental, indirect, liquidated, or punitive damages.

13. LIABILITY: No employee of DLZ or of its parent, subsidiary, or affiliated companies will be personally liable to CLIENT. DLZ's total liability to CLIENT, and any coverage of CLIENT as an additional insured under any of DLZ's insurance policies, for injuries, claims, losses, expenses or damages arising out of DLZ's services or this agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract, will not exceed the total compensation received by DLZ under this agreement.

14. DISPUTES: Any claim or controversy arising out of or relevant to this agreement, or the breach thereof, shall be settled by binding arbitration in the state in which the project is located, in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be rendered in any court having jurisdiction thereof.

15. STATUTE OF LIMITATIONS: The parties agree that the time period for bringing claims regarding DLZ's Service's under this agreement expires on the earlier of one year after completion of the project, or two years after completion of DLZ's project services.

16. DELAYS: DLZ is not responsible for delays caused by persons or circumstances for which DLZ is not responsible.

17. SHOP DRAWINGS: If DLZ's scope of services includes reviewing shop drawings, such reviews are solely with regard to their general conformance with the design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions, quantities, constructability, compatibility with other construction components, or compliance with the requirements of the construction contract documents, all of which remain the contractor's responsibility. DLZ is not responsible for reviewing or approving the contractor's safety precautions or construction means, methods, sequences or procedures.

18. ACCEPTANCE: Both parties will consider DLZ's initiation of services prior to execution of this agreement in order to accommodate CLIENT, at CLIENT's request, as CLIENT's formal acceptance of all of the terms and conditions in this agreement.

19. STANDARD OF CARE: DLZ will perform its services with the care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in the same locale. DLZ does not make, and expressly disclaims, any other warranties, express or implied, relating to its services including, without limitation, warranties of merchantability and fitness for a particular purpose. DLZ shall be entitled to rely on all CLIENT-provided information except to the extent otherwise stated in the agreement.

**DLZ INDIANA, LLC
STANDARD FEE STRUCTURE
TOWN ENGINEERING
2026**

<i>Activity Code</i>	<i>Employee Classification</i>	<i>2026 Hourly Rate</i>
49	Division Manager	\$193.00
50	Department Manager	\$183.00
80	Senior Project Manager	\$175.00
55	Registered Land Surveyor/Primary Reviewer	\$155.00
21	Project Manager/Engineer IV/Permit Engineer	\$172.00
53	Engineer III/Lead Engineer	\$148.00
52	Engineer II	\$135.00
51	Engineer I	\$120.00
472	Designer II/Survey Map Assistant	\$100.00
28	Designer I	\$92.00
29	Technician	\$80.00
126	Construction Observer Manager	\$120.00
152	Construction Observer	\$100.00
43	Clerical	\$65.00

<i>Activity Code</i>	<i>Crew Classification</i>	<i>2026 Hourly Rate</i>
142/99	Topographic Survey Crew	\$160.00

<i>Reimbursable Expenses</i>	<i>2026 Rate</i>
Mileage	\$ * /mile
Reproduction, Sub-consultants, Equipment	Cost plus 10%

Rates are subject to revision on January 1, 2027.

*Mileage Reimbursement will follow the Government Guidelines per Mile.

Cost of living/inflation increases of 3 to 7% per annum can be anticipated.

X:\Shared\Office\FW\Project Managers\Agreements\Rate Schedules\26\2026 Town Engineering Rate Schedule.doc

ADDENDUM TO SERVICES CONTRACT

This addendum (“Addendum”) relates to and is integrated and made a part of a certain Services Contract, dated December 1, 2025, by (“Contract”) and between the Town of Clear Lake, Indiana, a Municipal Corporation (“Client”) and Local Government Services, LLC, an Indiana limited liability company (“LGS”).

The Contract is based on a template used by LGS, typically, when contracting to provide services for its clients and includes general terms and conditions which describe the relationship of LGS and its clients and their respective rights and obligations. The Contract includes and makes reference to an addendum in which additional terms and conditions unique to each separate relationship and engagement for services between LGS and each client, are set forth. Accordingly, the Contract, to which this Addendum refers, is modified and supplemented by the following terms and provisions:

Contract Section 1.1 Services: LGS, upon the request of Client’s Representative, will provide those services requested which may include, without limitation, the following:

Administrative training, bank reconciliation, internal controls, and assistance with the performance of the duties of the Clerk Treasurer. Other Services as requested by the client. Specifically no more than 5 hours of Audit Preparation NTE \$1000.

the Client’s Representative(s).

Contract Section 1.2 Coordination of Work: Client hereby appoints and designates the Clerk Treasurer as

Contract Section 3.1 Compensation: LGS will be compensated based on the number of service hours worked by LGS personnel multiplied by their applicable hourly rate, as set by LGS from time to time. Service hours will be recorded and billed by LGS in increments of one quarter of an hour. As of the date of the Contract, the hourly rate charged by LGS service providers is:

\$180.00

The hourly rates as set forth above shall increase, automatically, on and effective as of January 1, 2027 of each year, by ten percent (10%) unless LGS and Client agree, in writing, to a different arrangement.

Contract Section 5.10 Notices: Following are the names and addresses of the representatives of LGS and Client for purposes of Notice under and pursuant to Section 5.10 of the Contract.

C/ O Janet Alexander	Payment & Billing Address
700 Graham Street Franklin Indiana 46131	C/O Suzy Bass 225 Travis Ln Mount Washington, KY 40047
	localgovservices@gmail.com
1-317-619-6547	+1 502-314-8984

CLIENT:

Nathan Striker
Clear Lake, IN
260.495.9158

E-VERIFY AFFIDAVIT

The Undersigned, as an authorized agent of Local Government Services, LLC, an Indiana limited liability company, being duly sworn, affirms that Local Government Services, LLC has enrolled and is participating in the E-Verify program and does not knowingly employ an unauthorized alien.

LOCAL GOVERNMENT SERVICES, LLC

By: Suzy Bass / Janet Alexander
Janet Alexander / Suzy Bass

Local Government Services, LLC

Services Contract

This contract ("Contract"), is made and entered into on December 1, 2025, by and between, Town of Clear Lake, Indiana, a Municipal Corporation ("Client") and **Local Government Services, LLC**, an Indiana limited liability company ("LGS").

WHEREAS, LGS is in the business of providing skilled and experienced consultants who assist and train elected officials and municipal employees in the performance of their official and assigned duties;

WHEREAS, Client is an Indiana municipality or political subdivision, the officers of which have decided, by proper formal action, to engage LGS to assist those officers and employees tasked with the budgeting, claims, accounting, and financial reporting and compliance functions of the entity;

ARTICLE 1

SCOPE OF WORK

1.1 Services. Client has engaged LGS to provide services in connection with Client's budgeting, claims, accounting, and financial reporting and compliance functions of the entity. LGS will provide support services, training and such other services (collectively, the "Scope of Services") as particularly described in the attached Addendum which is integrated in and made a part of this Contract.

1.2 Coordination of Work. LGS will coordinate with client's authorized representative(s) ("Client's Representative(s)") who, is/are identified on the Addendum, to provide the Scope of Services. Client warrants and represents that all Client Representatives, as identified on the Addendum, have been duly authorized by formal action of the Client's governing body and have express authority to authorize and instruct LGS to provide services as contemplated by this Contract and LGS may rely on their authority without any additional authorization or action by any committee or individual acting on Client's behalf. LGS while being attentive to the needs and work schedules of Client's personnel, will control the work and shall have discretion in deciding when and where services will be provided. LGS may choose to work remotely and Client, at its expense, will make all necessary arrangements to facilitate remote access and connections to Client's information and systems, when requested by LGS.

ARTICLE 2

INDEPENDENT CONTRACTOR

2.1 Independent Contractor. LGS is an independent contractor and neither it nor its representatives, will be considered an employee, partner, agent, or representative of Client. The manner by which LGS performs services under this Contract shall be within LGS's sole control. LGS is not authorized to speak for, represent, or obligate the Client in any manner without the prior express written authorization from a duly authorized officer of the Client.

2.2 Taxes. LGS shall be responsible for and hold harmless Client with regard to all taxes due on compensation and other amounts paid to it under or related to this Contract and shall be responsible for reporting and paying directly all of its employee payroll taxes. No federal, state, or local income tax, or payroll tax of any kind, will be withheld or paid by Client on behalf of or with regard to LGS.

**ARTICLE 3
COMPENSATION FOR CONSULTING SERVICES**

3.1 Compensation. Client will compensate LGS, for the Scope of Services provided under this Contract, the amounts and in the manner as set for the on the Addendum. LGS will submit to Client, approximately every 30 days throughout the Term of this Contract, invoices for services provided. Client will pay the full balance of those invoices within 30 days of receipt.

3.2 Reimbursement. Client agrees to reimburse LGS for its out of pocket expenses, which are directly related to providing the Scope of Services. These expenditures include, but are not limited to, expenses related to travel (i.e., airfare, ground transportation, lodging, parking, mileage, etc.), telephone calls, and delivery charges. Expenses incurred by LGS will be included and itemized on its invoices, as referenced in Section 3.1 of this Contract and paid by Client within 30 days.

**ARTICLE 4
TERM AND TERMINATION**

4.1 Term. Unless a defined term of this Agreement is included on the attached addendum, it will be ongoing and LGS will provide services on an on call as needed basis, as those services are requested by Client's Representative.

4.2 Termination. Client may terminate this Contract, without cause, upon 30 days written notice to LGS. Upon receiving written notice of termination, LGS shall attempt to coordinate with Client a mutually acceptable winding down and termination of services schedule. Upon receiving notice of termination, however, LGS shall have no obligation to perform any additional services. Upon termination, Client shall promptly pay LGS for all services performed prior to its receipt of the written notice of termination. LGS may terminate this Contract upon Client's failure to timely pay any invoice or to otherwise perform any other obligation under this Contract.

4.3 Responsibility upon Termination. All Client notes, records, materials, and equipment, in the possession of LGS shall, upon the termination of this Contract, for any reason, be promptly returned.

**ARTICLE 5
GENERAL PROVISIONS**

5.1 Construction of Terms. If any provision of this Contract is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

5.2 Governing Law. This Contract shall be governed by and construed in accordance with the internal laws of the State of Indiana.

5.3 Complete Contract. This Contract (including the Addendum) constitutes the complete Contract and sets forth the entire understanding and Contract of the parties as to the subject matter of this Contract and supersedes all prior discussions and understandings in respect to the subject of this Contract, whether written or oral.

5.4 Dispute Resolution. All claims or disputes arising out of or relating to this Contract shall be first submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, either party may institute legal or equitable proceedings in a court located in Johnson County, Indiana. The unsuccessful party in any such litigation, as determined by the court, shall pay the successful party, as determined by the court, all of the successful party's costs and expenses, including, but not limited to, reasonable attorneys' fees.

5.5 Modification. No modification, termination, or attempted waiver of this Contract, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

5.6 Waiver of Breach. The waiver by a party of a breach of any provision of this Contract by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the party in breach.

5.7 Successors and Assigns. This Contract may not be assigned by either party without the prior written consent of the other party.

5.8 Non-Discrimination Pursuant to Indiana and federal law, LGS and LGS's Subconsultants, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

5.9 Engaging in Activities with Iran: By signing this Agreement, LGS certifies that it is not engaged in investment activities in the country of Iran as set forth in Ind. Code § 5-22-16.5.

5.10 E-Verify Program Compliance. LGS shall enroll in and verify the work eligibility status of any newly hired employees through the E-Verify program as defined in I.C. 22-5-1.7-3. LGS is not required to participate should the E-Verify program cease to exist. Included on the Addendum is an E-Verify affidavit signed by an authorized representative of LGS.

5.11 Notices. Any notice contemplated herein or required or permitted to be given under or with regard to this Contract shall be in writing and shall be deemed to be given when delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested to the parties at the addresses set forth in the Addendum.

IN WITNESS WHEREOF, this Contract is executed, effective as of the date set forth above. The person or persons signing this Contract on behalf of Client represent and warrant that all requisite action of Client's governing body has been taken, in properly noticed and conducted meetings, and that this Contract is a legally binding obligation enforceable against the Client.

Suzy Bass
Janet Alexander / Suzy Bass
Local Government Services, LLC

November 11, 2025
Date

City / Town Representative

Date