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February 17, 2026

Mallory Lowe
Clerk-Treasurer
Town of Darmstadt, Vanderburgh County
PO Box 20
Darmstadt, IN 47618

This letter is to describe our agreement as to the services of C.L. Coonrod & Company ("Firm") to the Town of Darmstadt ("Town") for the year 2026, effective as of the date this letter is executed, provided this agreement is accepted within 90 days. This agreement is for the calendar year 2026 but shall be renewed annually unless terminated by notice by either party. If our services are not sought or accepted for fifteen consecutive months, the agreement will be considered terminated as of our last billing. The provisions below regarding the parties' liabilities survive the termination of the contract.

We are a CPA firm working primarily with counties, cities, towns, townships, and other units of local government in Indiana. Our mission is to assist local officials in planning and controlling their fiscal affairs.

1. Fiscal Projection and Maintenance

We will assist the Town in developing and maintaining a fiscal project based on discussions with appropriate officials regarding plans and policies that have been adopted or expected to be adopted. In developing these projections, we will review certain calculations by the Department of Local Government Finance (DLGF), the Department of Revenue (DOR), the County Auditor, and others, to help assure, but not guarantee, that revenue calculations are being made in the interest of Town.

The projection and schedule will be presented in the format of profit and loss statements. It will include the current year as well as a 3 year comparative history and a projection out 3 years.

The fiscal projection will include the following schedules:

- Projected revenues, expenditures, and fund balances for each major fund
- Projected property tax rates and levies
- Projected local income tax revenue

We will be available in person for at least one annual meeting at a mutually agreeable time to present the projections and respond to questions.

The Terms stated below for preparing and presenting this projection are predicated on the assumption that Town officials have maintained records in the manner prescribed by the Board of Accounts (SBOA) or required by statute and that we will receive a reasonable degree of cooperation when we request access to documents.

The primary purpose of the fiscal plan will be to assist Town officials in performance of their statutory duties, and, when appropriate, to assist citizen in pursuit of their civic duties. No other use of our work product is authorized. No assurance is provided. Actual results may vary from the projections, and the differences may be material.

2. Budget Assistance

We will be available to assist the Town in matters related to the budget and be alert for deadlines, problems, and opportunities and bring them to the attention of the Town as we consider appropriate. See Terms below.

This review may include the following:

Monitor the budget process to assure that any changes in the property tax rate are within your policies, whether it is your preference to increase the rate, decrease it, or keep it level.

Preparation of budgets, including assisting with and monitoring the necessary filings, public hearings, levy appeals, 1782 notices, and budget orders. This service is predicated on the expectation that the Clerk-Treasurer will promptly inform us of any actions taken or notices received.

3. Redevelopment Authority

We will prepare ledgers for the Redevelopment Authority (RDA), perform bank reconciliations, and upload all required information into Gateway related to the RDA. The Town will provide us with all necessary and requested information related to the RDA.

4. Consultation

We will also attend to other matters as requested by Town. The Town officials, Town staff, other Town consultants, and Board members may from time-to-time request information or services from us. Also, we may from time to time be called upon to respond to questions from the public. In such instances, we may provide information and services which we believe, in our sole judgement, to be appropriate and useful. However, we accept no monetary or other responsibility for consequent decisions made by the Town officials, Town staff, other Town consultants, Board members, members of the general public, or others, based on the services or information we provide, regardless of whether the services or information we provide is accurate, valid, relevant, or appropriate, and regardless of our degree of involvement. The primary purpose of this consultation will be to assist Town officials in performance of their statutory duties, and, when appropriate, to assist citizens in the performance of their civic duties. No other use of our work product is authorized.

Terms Applicable to All Services in this Agreement

We will invoice monthly at our standard rates, which are the lowest we charge any of our clients, plus actual out-of-pocket expenses.

The Town will only pay for the actual cost of computer research and other research services and materials.

The Town will not be charged a premium rate for staff overtime.

The Town will be entitled to the return of any materials provided by the Town to us and also entitled to reports documenting our findings, conclusions, and work product, including reconciliations and schedules of journal entries and GAAP conversion adjustments in support of financial statements. Software we develop, along with spreadsheets, working papers, memoranda, and internal messages, including both electronic and paper documents, will be proprietary to us, our sole property, and not public records.

Payment is expected within 30 days. We reserve the right to discontinue our work and deliver an unfinished report if the payment is not received within 45 days of the invoice. Late payments are subject to an interest charge in accordance with IC 5-17-5, or if IC 5-17-5 is found not to apply, 2 points above the prime rate of Old National Bank, or its successors, plus the cost of collection, including attorneys' fees and professional time.

We are a professional corporation organized under the laws of the State of Indiana. The services described herein are not "professional services" as defined at I.C. 23-1.5-1-11 in that they can legally be performed by a person who is not an accounting professional. Our liability is limited accordingly.

We are not municipal advisors or personal financial advisors, and our work is not to be associated with any financial statements, official statements, selling memoranda, private placement memoranda, lease, bond, or other aspect of any financial transaction involving third parties.

Pursuant to I.C. 22-5-1.7-11, we agree to enroll in and verify the work eligibility status of all newly hired employees through E-Verify.

Our Responsibilities

The objective of our engagement is to apply accounting and financial reporting expertise to assist you in the presentation of fiscal and financial information without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements or other fiscal and financial information in order for them to be in accordance with accounting principles generally accepted in the United States of America or any other comprehensive basis of accounting or financial reporting framework, or in order to make them otherwise not misleading.

Accordingly, our engagements will not be governed by Statements on Standards for Accounting and Review Services (SSARS), promulgated by the Accounting and Review Services Committee of the AICPA, or by generally accepted auditing standards.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement, or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. We have not rendered a judgement as to whether we are professionally independent regarding the Town.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand our role as described in this letter.

You have the following overall responsibilities that are fundamental to our undertaking the engagement:

- 1) The selection of assumptions and accounting principles relevant to the engagement.
- 2) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
- 3) The prevention and detection of fraud.
- 4) To ensure that the entity complies with the laws and regulations applicable to its activities.
- 5) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- 6) To ensure that a form W-9 is requested and received from all non-employee vendors.
 - a. The W-9 is to be kept in your documentation and provided to us if requested.
 - b. If applicable, you will follow IRS guidelines regarding backup withholding.
- 7) To provide us with –
 - a. access to all information of which you are aware, relevant to the engagement, such as records, documentation, and other matters.
 - b. additional information that we may request from you for the purpose of this engagement.
 - c. unrestricted access to persons within the entity of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our services and the preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Notwithstanding any representation we may make herein, we expressly disclaim any monetary liability for any failure, regardless of our degree of involvement, to give timely and proper public notice, to file timely and proper documents, to attend hearings and provide proper representation, and to make you aware of such failures. Regardless of any future verbal or written representations, we will accept responsibility for such liability only if we do so explicitly and in writing. It is understood that any claim regarding the adequacy, or omission, of our services must be asserted within one year of our performance, or omission, of the service. Further, any claim amount will be limited to the amount received for the service at issue, or in the case of an omission, the amount received for the calendar year in which the omission is claimed to have occurred. We are not a law firm and are not authorized to practice law. Any information or advice we give is subject to review by legal counsel.

Fiscal and financial information and projections we may provide will be for use by Town officials in the conduct of their official duties and, where appropriate, by citizens in pursuit of their civic duties, and will not be intended for the use of anyone for any other purpose. Nevertheless, we understand our work product may become public records. Actual results may vary from forecasts and projections, and the differences may be material. No assurance is provided. Our engagement with you is not intended to shift risks normally borne by you to us. In the event of a legal proceeding or other claim brought against us by a third-party in connection with our work for you, you agree to indemnify and hold harmless our firm and its personnel against all costs, fees, expenses, damages, and liabilities, including defense costs and legal fees, associated with such third-party claims arising from or relating to any services or work product that you use or disclose 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 asserted. This indemnification shall also apply after termination of this agreement. However, this indemnification will not apply if, as determined in a judicial proceeding, we performed our services with gross negligence or with willful misconduct.

U.S. federal tax advice contained in any communication from us is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code or promoting, marketing, or recommending to another party any transaction or matter addressed herein.

Professional standards require that we advise you that the firm may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information, and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. If we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our firm represents that it and all of its officers, employees, agents, contractors, and subcontractors shall comply with all laws and ordinances of the United States, the State of Indiana, and the Town prohibiting discrimination against any employee, applicant for employment or other person in the provision of any goods and services provided by this agreement with respect to their hire, tenure, terms, conditions, and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status, and/or Vietnam era veteran status.

If any provision of this engagement letter or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this engagement letter nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

The undersigned represents that he/she is authorized to enter into agreements on behalf of the Town and to encumber appropriations for the cost of the services described. Furthermore, the Town represents that appropriations are available for the cost of the services described, or, in the event appropriations do not become available, we will be given sufficient notice to avoid incurring costs.

We hope you Town finds this letter helpful. We would be proud to be associated with the Town of Darmstadt.

Very truly yours,



C. L. Coonrod & Company

Town of Darmstadt agrees with the arrangement described in this letter:



Executive

218-26

Date