

**Enrolled Minutes of the Twenty-eighth Regular or Special Meeting  
For the Twenty-Ninth Highland Town Council  
Regular Plenary Business Meeting (Electronic)  
Monday, January 25, 2021**

The Twenty-Ninth Town Council of the Town of Highland, Lake County, Indiana met in its regular plenary session on Monday, January 25, 2021 at 6:30 O'clock P.M. in the regular place, the Highland Municipal Building, 3333 Ridge Road, Highland, Indiana.\*

\*This meeting was convened as an *electronic meeting*, pursuant to Governor Holcomb's Executive Order 20-04 and 20-09 allowing such meetings pursuant to IC 5-14-1.5-3.6 for the duration of the COVID-19 public health emergency, extended by Executive Order No. 20-52. Some persons were participating remotely on a Zoom platform that allowed for real time interaction, and supported the public's ability to observe and record the proceedings. People were able to participate in person and remotely. When the agenda item provided for public comment, this was supported as well. Councilor Bernie Zemen, Councilor Mark Herak, Councilor Mark Schocke, Councilor Thomas Black and Councilor Roger Sheeman participated electronically.

Pursuant to HMC Section 2.05.130(A)(2), the Town Council considered and reviewed the agenda in an informal proceeding conducted in the anteroom to the plenary meeting room. Once completed the Town Council moved to the plenary meeting room.

The Town Council President, Roger Sheeman presided. The Town Clerk-Treasurer, Michael W. Griffin, was present to memorialize the proceedings. The meeting was opened with the Councilor Thomas Black reciting the Pledge of Allegiance to the Flag of the United States of America and offering a prayer.

**Roll Call:** Present on roll call were Councilors Bernie Zemen, Mark Herak, Mark J. Schocke, Thomas Black and Roger Sheeman. The Clerk-Treasurer, Michael W. Griffin was present to memorialize the proceedings. A quorum was attained.

**Additional Officials Present:** John P. Reed, Town Attorney; Mark Knesek, Public Works Director; Peter Hojnicky, Metropolitan Police Chief; William R. Timmer, Jr., CFOD, Fire Chief; Alex M. Brown, CPRP, Superintendent of Parks and Recreation; Kathy DeGuilio-Fox, Redevelopment Director; and Kenneth J. Mika, Building Commissioner; were present.

*Also present:* Larry Kondrat of the Board of Waterworks Directors; and Ed Dabrowski IT Director (Contract) also of the Board of Waterworks Directors, were also present.

*Guests:* Theresa Badovich and Robin Carlascio of the Idea Factory were also present.

**Minutes of the Previous Meetings:** The minutes of the January 11, 2021 meeting were approved by general consent.

**Special Orders:**

**Encomium for an Official**

1. *Service as Town Executive.* Presentation of Plaque of Appreciation to the 69<sup>th</sup> Town Council President, Mark J. Schocke

The Town Council President read aloud an inscription on a plaque acknowledging Councilor Mark Schocke and his service as 69<sup>th</sup> town council president.

On behalf of the people of Highland, the Town Council and the Town Clerk-Treasurer present this special expression of appreciation to

**Mark J. Schocke**

In recognition of his service to the Town of Highland, Indiana serving as the Sixty-Ninth President of the Highland Town Council , for a term commencing January 1, 2020 through January 11, 2021.

Presented on the 25<sup>th</sup> Day of January 2021 in the Town of Highland, Lake County, Indiana, by its Town Council and Clerk-Treasurer.

**Comments from the Public or Visitors:**

1. Larry Kondrat, Highland, expressed his desire to be reappointed to the Board of Waterworks Directors.

**General Orders and Unfinished Business:**

1. **Meeting Authorization & Ratification.** Ratify the calling of an early start (special) meeting for Monday, January 25, 2021 to conduct interviews of prospective candidates, pursuant to HMC Section 2.05.130(A) (4) and Section 2.05.130(F).

Councilor Zemen moved to ratify the calling of the special meeting as described. Councilor Schocke seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The special meeting held immediately before the plenary meeting to interview prospective candidates for appointment to boards and commissions was authorized and ratified.

2. **Proposed Enactment No. 2021-04:** An Enactment To Permit one time reimbursements for certain health expenses, notwithstanding the Compensation, Benefits And Personnel Program Of The Municipality, To Be Known As The Compensation And Benefits Ordinance Commonly Known as the Employees Handbook. *(Please consider delaying or introducing only. There is added information to be obtained about this.)*

Councilor Schocke introduces and files Enactment No. 2021-04. There was no further action.

3. **Resolution No. 2021-03:** A Resolution Authorizing Temporary Interfund Loan or Transfer Pursuant to IC 36-1-8-4 of the Indiana Code and Section 3.20.040 of the Highland Municipal Code for, the Sanitary District Bond and Interest Fund, the Redevelopment District Bond and Interest fund, the Water District Bond and Interest Fund, and the Corporation Bond and Interest Fund.

Councilor Herak moved the passage and adoption of Resolution No. 2021-03. Councilor Schocke seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The resolution was adopted.

TOWN of HIGHLAND  
RESOLUTION NO. 2021-03

A RESOLUTION AUTHORIZING TEMPORARY INTERFUND LOAN or TRANSFER PURSUANT to IC 36-1-8-4 OF THE INDIANA CODE AND SECTION 3.20.040 OF THE HIGHLAND MUNICIPAL CODE FOR, THE SANITARY DISTRICT BOND AND INTEREST FUND, THE REDEVELOPMENT DISTRICT BOND AND INTEREST FUND, THE WATER DISTRICT BOND AND INTEREST FUND, AND THE CORPORATION BOND AND INTEREST FUND.

Whereas, The Clerk-Treasurer has advised the Town Council that cash balances in the **Sanitary District Bond & Interest Fund**, the **Redevelopment District Bond & Interest Fund**, the **Waterworks District Bond and Interest Fund** and the **Corporation Bond and Interest Fund**, are not sufficient to meet their regular expenses prior to the receipt of the semi-annual distribution of ad-valorem revenues so it has become necessary to temporarily borrow money to enhance the debt service funds;

Whereas, The Clerk-Treasurer has further advised that there is sufficient money on deposit to the credit of the **Corporation General Fund** and the **Economic Development Local Income Tax Fund** that can be temporarily transferred, pursuant to IC 36-1-8-4 and HMC Section 3.20.040;

Now, **Therefore Be it Resolved** by the Town Council of the Town of Highland, Lake County, Indiana as follows:

**Section 1.** That the amount of **\$436,671.00** be borrowed for the **Sanitary District Bond and Interest Exempt Fund** with the amount of **\$436,671.00** to be loaned by the **Economic Development Local Income Tax Fund**, as authorized by HMC Section 3.20.040 and IC 36-1-8-4;

**Section 2.** That said loan in the amount **\$436,671.00** be repaid to the **Economic Development Local Income Tax Fund** of the Town of Highland upon receipt of sufficient tax or other monies in the **Fund** with such loan to be repaid no later than December 31, 2021, subject to IC 36-1-8-4(b).

**Section 3.** That the amount of **\$5,316.00** be borrowed for the **Redevelopment Bond & Interest Fund** with the amount of **\$5,316.00** to be loaned by the **Economic Development Local Income Tax Fund**;

**Section 4.** That said loan in the amount of **\$5,316.00** be repaid to the **Economic Development Local Income Tax Fund** of the Town of Highland upon receipt of sufficient tax or other monies in the **Redevelopment Bond & Interest Fund** with such loan to be repaid no later than December 31, 2021, subject to IC 36-1-8-4(b).

**Section 5.** That the amount of **\$45,405.00** be borrowed for the **Corporation Bond & Interest Fund** with the amount of **\$45,405.00** to be loaned by the **Corporation General Fund**;

**Section 6.** That said loan in the amount of **\$45,405.00** be repaid to the **Corporation General Fund** of the Town of Highland upon receipt of sufficient tax or other monies in the **Corporation Bond & Interest Fund** with such loan to be repaid no later than December 31, 2021, subject to IC 36-1-8-4(b);

**Section 7.** That the amount of **\$71,567.00** be borrowed for the **Waterworks District Bond & Interest Fund** with the amount of **\$71,567.00** to be loaned by the **Corporation General Fund**, by HMC Section 3.20.040 and IC 36-1-8-4;

**Section 8.** That said loan in the amount of **\$71,567.00** be repaid to the **Corporation General Fund** of the Town of Highland upon receipt of sufficient tax or other monies in the **Waterworks District Bond & Interest Fund** with such loan to be repaid no later than December 31, 2021, subject to IC 36-1-8-4(b);

**Section 9.** That for the temporary loans made by the Town of Highland to the Sanitary District Bond and Interest Fund, and to the Waterworks District Bond and Interest Fund, for the purposes of HMC Section 3.20.040(B)(1), this resolution shall serve as evidence of the obligation and that under Section 3.20.040(B)(4) no interest will attain.

**Duly Adopted** by the Town Council of the Town of Highland, Lake County, Indiana, this 25<sup>th</sup> day of January 2021. Having been passed by a vote of 5 in favor and 0 opposed.

**TOWN COUNCIL of the TOWN of  
HIGHLAND, INDIANA**

Roger Sheeman, President (IC 36-5-2-10)

Attest:

Michael W. Griffin, IAMC/MMC/CPFA/ACPFIM/CMO  
Clerk-Treasurer (IC 33-42-4-1;IC 36-5-6-5)

- 4. Works Board Order No. 2021-01:** An Order Authorizing and Ratifying an Agreement with HRGovUSA for Temporary worker in Office of the Clerk-Treasurer, pursuant HMC Chapter 3.05.

Councilor Herak moved the passage and adoption of Works Board Order No. 2021-01. Councilor Black seconded. Upon a roll call vote, there were five affirmative and no negatives. The motion passed. The order was adopted.

Town of Highland  
Board of Works  
Order of the Works Board 2021-01

AN ORDER OF THE WORKS BOARD APPROVING AND AUTHORIZING AN INTERIM STAFFING AGREEMENT BETWEEN THE TOWN OF HIGHLAND OFFICE OF CLERK-TREASURER AND GOV TEMPS USA, LLC PURSUANT TO IC 5-22-6 AND SECTION 3.05.090 OF THE MUNICIPAL CODE.

**Whereas,** The Town of Highland, Office of Clerk-Treasurer, headed by the Clerk-Treasurer who is the fiscal officer of all the executive departments of the municipality, provides fiscal management, budgetary monitoring and compliance, financial reporting, revenue collection and accounting, investing, records administration, and manages legislative process for the legislative body;

**Whereas,** The Town of Highland, through its Town Clerk-Treasurer, has determined that a need exists to acquire organizational capacity through contracting temporary worker services;

**Whereas,** The Town Council as the Works Board of the Municipality, pursuant to Section 3.05.030(A) and (B) of the HMC serves as purchasing agency for the several departments of the municipality generally including the Office of the clerk-treasurer, pursuant to Section 3.05.030 (A)(5) of the Highland Municipal Code;

**Whereas,** The Clerk-Treasurer, pursuant to 3.05.050(D)(9) of the HMC, serves as the Purchasing Agent for the Office of the Clerk-Treasurer as well as the executive departments of the municipality;

**Whereas,** The Town of Highland through its Office of the Clerk-Treasurer, pursuant to authority of HMC Section 3.05.050(D)(9) did acquire organizational capacity through contracting temporary worker services through seeking and approving an agreement with GOVTEMP USA, LLC, 630 Dundee Road, Suite 130, Northbrook, Illinois 60062, with such worker already being at work and performing work and assignments as directed;

**Whereas,** Owing to ongoing assessments of organizational capacity, it is desirable to extend the term of service beyond what was originally conceived, February 26, 2021, and as such, the value of the agreement could exceed fifteen thousand dollars (\$15,000);

**Whereas,** As purchasing agency for the several departments of the municipality generally and as the purchasing agency for the Office of the clerk-treasurer, the Highland Town Council must approve purchases that Fifteen Thousand Dollars (\$15,000), all pursuant to the Highland Municipal Code, Sections 3.05.040(C) and 3.05.050(B)(2);

**Whereas,** There are sufficient and available appropriations and cash balances on credit to the proper funds of the municipality to support the expenses under the terms of the agreement if extended and the issuance of a purchase order, all pursuant to I.C. 5-22-17-3(e), I.C. 5-22-18-5 and HMC Section 3.05.040 (E);and,

**Whereas,** The Town Council now desires to approve, ratify and authorize the agreement described herein and authorize its extension as it may exceed fifteen thousand dollars (\$15,000), pursuant to the terms stated herein,

**Now Therefore Be it Ordered** by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board of Municipality:

**Section 1.** That the terms and charges as presented in the agreement between the Town of Highland Office of Clerk-Treasurer and **GOVTEMP USA, LLC**, 630 Dundee Road, Suite 130, Northbrook, Illinois 60062, to provide organizational capacity through recruiting and recommending candidates to be selected as a worker offering temporary worker services according to the specifications of the Town of Highland, which included worker support for the tasks associated with **fiscal management, budgetary monitoring and compliance, financial reporting, utility revenue collection and accounting, investing, records administration, and legislative process administration for the legislative body**, to be the a desirable proposal, which complied with all the specifications set forth by the Town, as a desirable proposal, as accepted by the clerk-treasurer is hereby ratified, accepted and approved in each and every respect, all pursuant to the Highland Municipal Code, Sections 3.05.040(C) and 3.05.050(B)(2);

**Section 2.** That the Town Council hereby authorizes the extension of the services under the agreement, and as the clerk-treasurer as purchasing agent similarly found, now concurs and finds its terms reasonable and fair and the agreement be made a part of this order as an exhibit;

**Section 3.** That the Town Council further finds and determines there is now or will be sufficient and available appropriations and cash balances on credit to the proper fund or funds of the municipality to support the purchase and payments under the terms of the agreement and authorizes the proper expenditures from these funds, all pursuant to I.C. 5-22-17-3(e);

**Section 4.** That the Clerk-Treasurer is hereby authorized to expend appropriated funds as budgeted in order to support and continue the agreement as extended.

**Be it So Ordered**

**DULY, PASSED, ADOPTED AND ORDERED** by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 25<sup>th</sup> day of January 2021 having passed by a vote of 5 in favor and 0 opposed.

**TOWN COUNCIL of the TOWN of  
HIGHLAND, INDIANA**

/s/ Roger Sheeman, President (IC 36-5-2-10)

**Attest:**

/s/ Michael W. Griffin, IAMC/MMC/CPFA/ACPFIM/CMO  
Clerk-Treasurer (IC 33-42-4-1;IC 36-5-6-5)

ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

**Section 2.02. Workers' Compensation.** To the extent required by applicable law, Gov'Temps will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement.

**Section 2.03. Employee Benefits.** Gov'Temps will provide to Assigned Employee those employee benefits that are available to the assigned employees of the Client. Gov'Temps may amend or terminate any of the employee benefit plans available to their employees. Gov'Temps will not provide severance benefits for Assigned Employee will be included in Fees payable to Gov'Temps under Section 3.01 of this Agreement.

**Section 2.04. Maintenance and Retention of Payroll and Benefit Records.** Gov'Temps will maintain records of all wages and benefits paid and personnel actions taken by Gov'Temps in connection with any of the Assigned Employee(s). Gov'Temps will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

**Section 2.05. Other Obligations of Gov'Temps.** Gov'Temps will comply with any federal, state and local law applicable to its Assigned Employee(s). Gov'Temps will comply with the requirements of the Federal Patient Protection and Affordable Care Act (ACA).

**Section 2.06. Direction and Control.** The Parties agree and acknowledge that the Client has the right of direction and control over the Assigned Employees, including matters of discipline, supervision, and control. The Assigned Employees shall be supervised by the Assigned Employee(s) will be supervised, directly and indirectly, and exclusively by the Client's supervisory and managerial employees.

**Section 2.07. Obligations of the Client.** Pursuant to this Agreement the Client covenants, agrees and acknowledges:

- (a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from Gov'Temps' internal and external loss control specialists, Gov'Temps' workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local regulation, ordinance, directive, or rule applicable to the Assigned Employee, including but not limited to, safety glasses, hard hats, and fall protection, by "Gov'Temps", workers' compensation carrier, or any government agency having jurisdiction over the place of work. Gov'Temps and/or its insurance carriers have the right to inspect Client's premises to ensure that the Assigned Employee is not exposed to an unsafe work place and must make an appointment to so inspect due to Client's current COVID-19 safety guidelines.

**EMPLOYEE LEASING AGREEMENT**

**THIS EMPLOYEE LEASING AGREEMENT** (this "Agreement") is made by **GOVTEMPSUSA, LLC**, an Illinois limited liability company ("Gov'Temps"), and the **TOWN OF HIGHLAND** (the "Client"), Gov'Temps and the Client can be individually identified as a ("Party") and collectively as the ("Parties"), Gov'Temps and the Client agree as follows:

**SECTION 1  
SCOPE OF AGREEMENT**

**Section 1.01. Assigned Employee.** The Client will lease certain employees of Gov'Temps, and Gov'Temps will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). Exhibit A identifies the temporary position and/or assignment (the "Assignment") the Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. GOV'TEMP A may terminate this Agreement at any time by a replacement Exhibit A signed by both Gov'Temps and the Client. Gov'Temps shall have the sole authority to assign and/or remove the Assigned Employee, provided however that the Client may request, in writing, that Gov'Temps remove or reassign the Assigned Employee. Any such request will not be unreasonably withheld by Gov'Temps. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

**Section 1.02. Independent Contractor.** Gov'Temps is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. Gov'Temps has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

**SECTION 2  
SERVICES AND OBLIGATIONS OF GOVTEMPS AND CLIENT**

**Section 2.01. Payment of Wages.** Gov'Temps will timely pay the wages and related payroll taxes of any Assigned Employee for each Assigned Employee's work during the term of the Assignment. Gov'Temps will be responsible for the Assigned Employee's federal and state income taxes. Gov'Temps will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that Gov'Temps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to this Section 2.01. As to Assigned Employees, Gov'Temps will comply with the Immigration Reform and Control Act of 1986, Title VIII of the Civil Rights Act of 1964, as amended (Title VIII), the Age Discrimination in Employment Act of 1967, the Civil Rights Act of 1964, Title VII of the Equal Employment Opportunity Act (EEOA), the Equal Pay Act of 1963, the Civil Rights Act of 1964, Title VII of the Equal Employment Opportunity Act (EEOA), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act ("ERISA") of 1974, and any other federal, state or local statute, state constitution,

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- accommodations to ensure the Assigned Employee can perform their duties in a safe and healthy manner;
- monitor the health of its employees, and follow all approved CDC, OSHA, or applicable state, federal or local regulations regarding occupational distancing in the workplace(s) where the Assigned Employee will perform services; and
- comply with any current or future state, federal or local proclamation or regulations regarding a public health emergency which require workplace shutdowns and/or remote work protocols.

**SECTION 3  
 FEES PAYABLE TO GOVTemps**

**Section 3.01. Fees.** The Client will pay GovTemp's fees for the services provided under this Agreement as follows:

- (a) The base compensation as fully identified on Exhibit A, as amended, plus
- (b) Any employee benefits GovTemp's paid to the Assigned Employee as identified on Exhibit B (if applicable), including but not limited to, salary, wages, commissions, bonuses, sick pay, workers' compensation, health and other insurance premiums, payroll, unemployment, FICA and other taxes, vacation pay, overtime pay, severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable GovTemp's pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

**Section 3.02. Increase in Fees.** GovTemp may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes, when they become effective. GovTemp may also increase employer health and contribution amounts by providing the Assigned Employee with health insurance. Such changes in employer benefit contribution amounts apply broadly to all GovTemp's employees.

**Section 3.03. Payment Method.** Every two (2) weeks during the term of this Agreement, GovTemp will invoice the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemp to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, GovTemp may, upon written notice to Client, suspend performance of services under this Agreement while any amount due in past due and remains unpaid.

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GovTemp's rights under this paragraph do not diminish or alter the Client's obligations to the Assigned Employee under applicable law, or its obligations to GovTemp's under this Agreement;

- (b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment;
- (c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements;

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by GovTemp and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with GovTemp regarding any concerns or complaints regarding Assigned Employee's performance or conduct under this Agreement.

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining agreement.

(f) The Client must report to GovTemp any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course or performing services for the Client, the Client must follow its procedures and practices regarding injury claims and reporting; and

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to GovTemp within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

(h) In addition to, and concurrently with, the Client obligations specified in Section 2.07(c) of this Agreement, the Client will:

- comply with all applicable Center for Disease Control (CDC) guidelines regarding healthy hygiene protocols in the Client's workplace(s) where the Assigned Employee will perform services;
- implement and maintain workplace cleaning protocols as approved by the CDC, OSHA, or other applicable state, federal or local regulations;
- provide the Assigned Employee any necessary functional personal protective equipment, sanitary cleaning supplies, or other

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remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

**Section 5.04. Termination of Agreement to execute Temp-to Hire Option.** At the end of the Term, the Client may hire the Assigned Employee as a permanent or temporary employee of the Client. The substantial investment of time and resources by Gov'Temps under this Agreement to place its leased employee with Client is recognized by Client. If after the end of the Term, Client hires Assigned employee as either a permanent or temporary employee, it must pay two (2) weeks of the Assigned Employee's gross salary to Gov'Temps no later than thirty (30) days after the date the Assigned Employee becomes the Client's employee.

**SECTION 6.  
NON-SOLICITATION**

**Section 6.01. Non-Solicitation.** The Client acknowledges Gov'Temps' legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with Gov'Temps, and the Client will not hire Assigned Employee if it is properly exercised by the Client, then this Section 6.01 will not apply.

**Section 6.02. Injunctive Relief.** The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Client understands and agrees that Gov'Temps is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent assignment or breach of this Agreement. The Client also understands and agrees that such equitable relief is in addition to, and not in substitution for, any other relief to which Gov'Temps can recover.

**Section 6.03. Survival.** The provisions of Section 6 survive the expiration or termination of this Agreement.

**SECTION 7  
DISCLOSURE AND INDEMNIFICATION PROVISIONS**

**Section 7.01. Indemnification by Gov'Temps.** Gov'Temps agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") (a) arising out of Gov'Temps' breach of its obligations under this Agreement, (b) related to the actions or conduct of Gov'Temps and its related business entities, their agents, representatives, and employees (the "Gov'Temps Parties"), taken or not taken with respect to the performance of the Agreement, or (c) arising from any act or omission on the part of Gov'Temps or any of the Gov'Temps Parties.

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**SECTION 4  
INSURANCE**

**Section 4.01. General and Professional Liability Insurance.** The Client must maintain full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with Gov'Temps and its relationship to the Policies. At a minimum, the Policies must insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional services and non-owned automobile coverage.

**Section 4.02. Certificate of Insurance.** Upon request, the Client will promptly issue to Gov'Temps one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01.

**Section 4.03. Automobile Liability Insurance.** If the Assigned Employee drives a Municipal or Professional Vehicle for any reason with their Assigned Employee, Gov'Temps and the Client against liability for bodily injury, death and property damage.

**SECTION 5  
DURATION AND TERMINATION OF AGREEMENT**

**Section 5.01. Term and Effective Date.** The Effective Date of this Agreement is the date that the Agreement is last signed by Gov'Temps on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

**Section 5.02. Termination of Agreement for Failure to Pay Fees.** If the Client fails to timely pay the amount due under this Agreement, Gov'Temps may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, Gov'Temps has the right to terminate the Agreement upon expiration of such remedy period.

**Section 5.03. Termination of Agreement for Material Breach.** If either Party materially breaches this Agreement, the non-breaching Party may give the breaching Party written notice of its intent to terminate the Agreement for such breach, and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not

**Section 8.04. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding Gov'Temps placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed to by the Parties. This Agreement supersedes and takes precedence over all proposals, memoranda, correspondence, and other communications between the Parties, whether made prior to and including the Effective Date of this Agreement or not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

**Section 8.05. Further Assurances.** The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performance of their obligations under this Agreement.

**Section 8.06. Gender.** Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

**Section 8.07. Section Headings.** Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

**Section 8.08. Severability.** If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

**Section 8.09. Waiver of Provisions.** The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent violation of this Agreement, nor shall it constitute a waiver of the other Party's rights or the availability of this Agreement, nor shall it constitute a waiver of the other Party's rights or the availability of this Agreement. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

**Section 8.10. Confidentiality.** Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

**Section 8.11. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

**Section 8.12. Force Majeure.** Gov'Temps will not be responsible for failure or delay in assigning an Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God. Further, Gov'Temps will not be responsible for failure or delay in assigning its Assigned Employee in the event of a pandemic, or in the

**Section 7.02. Indemnification by the Client.** The Client agrees to indemnify, defend and hold the Gov'Temps Parties harmless from and against all Losses (a) arising out of the Client's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, and (c) arising from any act or omission on the part of the Client or any of the Client Parties.

**Section 7.03. Indemnification Procedures.** The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the costs of such defense and (b) will not be held liable for such defense. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not, however, relieve the Indemnifying Party of its obligations. The Party determines that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

**Section 7.04. Survival of Indemnification Provisions.** The provisions of Section 7 survive the expiration or termination of this Agreement.

**SECTION 8  
MISCELLANEOUS PROVISIONS**

**Section 8.01. Amendments.** This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.02.

**Section 8.02. Binding Effect.** This Agreement inure to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

**Section 8.03. Counterpart Exceptions.** This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitute one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.



Emergency Agreement / Rev. 4-2019

If to the Client:

Town of Highland  
3333 Ridge Road  
Highland, IL 60132-2049  
Attention: Michael Griffin  
Telephone: 319-972-5997  
Email: mgriffin@highland.il.gov

[Signatures on following page]

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Emergency Agreement / Rev. 4-2019

event a federal, state or local proclamation of a health emergency is issued which mandates the shutdown of workplaces, or any other causes beyond the control of Gov/Temps.

**SECTION 9**  
**DISPUTE RESOLUTION**

**Section 9.01. Good Faith Attempt to Settle.** The Parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the Parties.

**Section 9.02. Governing Law/Jurisdiction.** If a dispute cannot be settled through good faith negotiation, this thirty (30) day after the initial receipt by the allegedly offending party of written notice of the dispute, then the controversy or claim may be adjudicated by a federal or state court sitting in Cook County, Illinois. Venue and jurisdiction for any action under this Agreement is Cook County, Illinois. This Agreement and any amendments hereto will be governed by and construed in accordance with the laws of the State of Illinois.

**Section 9.03. Attorneys' Fees.** The Parties agree that, in the event of litigation under this Agreement, each Party is liable for only those attorney's fees and costs incurred by that Party.

**SECTION 10**  
**NOTICES**

**Section 10.01. Notices.** All Notices given under this Agreement must be written and may be given by personal delivery, mail, or U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to Gov/Temps:

GOVTTEMPUSUSA, LLC  
650 Danline Road Suite 130  
Northbrook, Illinois 60062  
Attention: Michael J. Ebit  
Telephone: 224-201-9166  
Electronic Mail: [msbit@govtempusa.com](mailto:msbit@govtempusa.com)

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Leasing Agreement / Dec. 8, 2020

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date,  
which is the date this Agreement is last signed by GovTemp.

GOVTEMPUSA, LLC,  
an Illinois limited liability company

By: [Signature]  
Name: Joeliam J. Cademartori  
Title: President and Co-Owner  
Effective Date: December 7, 2020

CLIENT

By: [Signature]  
Name: Michael W. Griffin  
Title: Clerk-Treasurer

[Signature Page to Employee Leasing Agreement]

Agreement also on file.

5. **Action to approve appointment or employment of full-time employee, pursuant to Section §3.03 of the Compensation and Benefits Ordinance.** *Assistant Public Works Director recommends the following:*

*(A) The hiring (promotion) of **Timothy Gembala**, to the full-time position of Operations Director in Public Works Department (Agency) at a rate of pay of \$2,840.14 bi-weekly with a vehicle and \$3,010.95 bi-weekly without a provided vehicle. This will not increase the full-time workforce greater than the authorized work force strength. (Presently the worker is serving as Acting Operations Director. While under current ordinances, promotions are under the authority of the department head, the Public Works Director asked for this action to affirm the promotion and the retention of the position.)*

Councilor Zemen moved to authorize and approve the promotion, and regular appointment of Tim Gembala as the Operations Director. Councilor Schocke seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The promotion and appointment were approved.

6. **Commendation Letter for Day Off and Signature Authorization.** Action to approve Letters of Commendation for Exemplary Public service leading to the award of a single paid day off for several workers in the Metropolitan Police Department. Pursuant to Section 4.13 of the Compensation and Benefits Ordinance, for the day off to be effective requires the approval of the board of jurisdiction and the Town Council. The Town Board of Metropolitan Police Commissioners has granted preliminary approval to several letters of commendation regarding several

employees who have worked six months without calling off sick and without experiencing an "at fault accident".

*Action should include approval for the members of the Town Council to sign the letters of commendation.*

*The Police Chief and the Town Board of Metropolitan Police Commissioners are asking for approval of a letter of commendation for six months of work without calling off and not having an at-fault accident for the following:*

*Commander Ralph Potesta  
Commander John Banasiak  
Detective Sgt. John Siple  
Sergeant Shawn Anderson  
Lance Corporal Greg Palmer  
Lance Corporal John Hinkel  
Officer Brian Orth  
Detective Jason Hildenbrand  
Corporal Brandon Norris  
Officer Richard Hoffman  
Officer Thomas Manyek*

*Officer Daniel Matusik  
Detective Lee Natelborg  
Detective Brian Stanley  
Corporal Mike Yonkman  
Detective Anthony Kowal  
Officer Francis Peckler  
Detective Darren Conley  
Officer Nick Vanni  
Officer Gerardo Garza, Jr.  
Officer Joel Sullivan*

Councilor Herak moved to approve the letter of commendation as presented and to authorize the members of the Town Council to sign severally or individually the letter as well. Councilor Zemen seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The letter was approved and the Town Council was authorized to sign.

- 7. Renewal of Group Dental Plan. Pursuant to HMC Section 3.05.040 (D), the Town Council is the exclusive purchasing authority for all insurance.** *Current provider, MetLife rates are proposed for renewal at Employee only at \$35.34; Employee and Spouse at \$72.94; Employee plus children \$70.11 and for Employee and family at \$119.88 per month; The current rates are the same. The proposed rates from United Health care represent a 6% increase over the 2021 rates. If approved, Brown Insurance Group would be agent of record. Renewal is effective March 1, 2021.*

Councilor Schocke moved to approve the renewal of the group dental plan as presented. Councilor Black seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The group dental plan as presented was renewed.

- 8. Renewal for the Workers Compensation Plan, Pursuant to HMC Section 3.05.040 (D), the Town Council is the exclusive purchasing authority for all insurance.** *Effective February 1, 2020 with Indiana Public Employers Plan (IPEP) as presented by Brown Insurance Group. The proposed premium or "contribution" is set to be \$96,595. This represents a decrease of 4.8% under the previous year. The experience modifier is quite good.*

Councilor Herak moved to authorize and approve renewing with the IPEP for the workers compensation plan as presented. Councilor Schocke seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The plan was renewed.

- 9. Meeting Authorization.** *Authorize the calling of special meeting to interview prospective candidates for appointment to boards and commissions for Saturday, January 30, 2021 at 11:00 a.m., pursuant to HMC Section 2.05.130(A) (4) and Section 2.05.130(F).*

Councilor Schocke moved to authorize a special meeting for Saturday, January 30, 2021 beginning at 11:00 a.m. in order to conduct interviews with prospective appointees. Councilor Zemen seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The meeting was authorized.

10. **Authorizing the proper officer to publish legal notice of a public hearing:** Public Hearing to consider additional appropriations in the amount of **\$142,699** in the **Unsafe Building**; in the amount of **\$8,000** in the **General Improvement Fund**; in the amount of **\$4,807.00** in the **Hazardous Materials Response Fund**; in the amount of **\$4,494** in the **Municipal Cumulative Street Fund**; in the amount of **\$1,800,853** in the **Redevelopment Capital Fund**; and in the amount of **\$486,712** in the **Sanitary District Special Bond and Interest Fund**.

Councilor Schocke moved to authorize the publication of a legal notice of a public hearing to consider proposed additional appropriations as indicated. Councilor Black seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The publication and hearing were approved.

11. Authorize the Town Council President to sign and transmit a letter to the Indiana Department of Transportation regarding a commitment of local resources in association with a Community Crossings Grant application.

Councilor Herak moved and Councilor Zemen seconded to authorize the president to sign and send a letter of commitment as part of a community crossings grant application. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The letter was authorized.

#### **NEW BUSINESS**

Councilor Schocke moved to amend the agenda to add consideration of authorizing the Town Council to participate in an Executive Session with the Board of Waterworks regarding the litigation with the City of Hammond Water Utility proposed wholesale rate increase.

It was noted that motion was not required as the Waterworks Board of Directors would be issuing notice of the Executive Session. Further the Town Council would be invited to attend. There was no second of the motion. The motion could not be considered owing to not attaining a second.

#### **Comments from the Town Council:**

*(Good of the order)*

- **Councilor Bernie Zemen:** • *Fire Department, Liaison • Liaison to the Advisory Board of Zoning Appeals.*

Councilor Zemen acknowledged the Fire Chief who reported on incidents responses.

- **Councilor Mark Herak:** • *Budget and Finance Chair • Town Board of Metropolitan Police Commissioners, Liaison • Public Works Liaison • Economic Development Commission Liaison • Board of Sanitary Commissioners.*

Councilor Herak acknowledged the Public Works Director, who reminded all that all roads are snow routes.

Councilor Herak acknowledged the Building Commissioner, who proffered a survey of matters pending before the Plan Commission and Advisory Board of Zoning Appeals.

Councilor Herak acknowledged the Police Chief who offered a survey of matters addressed by the police department.

- **Councilor Mark Schocke:** • *Park and Recreation Liaison* • *Tree Board Liaison.*

Councilor Schocke acknowledged the Parks and Recreation Superintendent who reported on recreation programming.

It was noted that the annual Daddy-Daughter dance night was postponed until April 30.

Councilor Schocke thanked the Town Council for the plaque acknowledging his service as president.

- **Councilor Tom Black:** *Liaison to the Board of Waterworks Directors.*

Councilor Black asked Larry Kondrat as a member of the waterworks board to report on the status of the project to maintain and paint the water towers and tanks. It was noted that bids were being prepared.

Councilor Black also thanked the workforce for working safely.

- **Councilor President Roger Sheeman:** *Town Executive* • *Chair of the Board of Police Pension Trustees* *Chamber of Commerce Liaison* • *Liaison to the Community Events Commission* • *Information Technology Liaison* • *Redevelopment Commission Liaison.*

The Council President reported on the restaurant crawl in scheduled for Tuesday, January 26.

Council President Sheeman acknowledged the Redevelopment Director who offered a brief overview of menu for the crawl and offered a survey of redevelopment activity.

#### **Comments from Visitors or Residents:**

1. Larry Kondrat, Highland, reported that he could not access the meeting of the recent Plan Commission as there was no link to zoom on the website. He was not able to communicate his objection to the findings of fact.

A colloquy ensued between and among the Town Council, Mr. Kondrat, the Building Commissioner, and Theresa Badovich of the Idea Factory regarding whether the link was active and whether notice was distributed according to the Open Meeting Act. It was noted that the matter would require further review.

Mr. Kondrat then expressed his concern that with the recently approved rate increase for the wastewater and stormwater user charges that the town government still not spend unduly.

2. Elijah Aurand, Highland, asked whether there was still time to complete an application to be considered for appointment to a board or commission. It was noted that there still was time.

With leave from the Town Council, Councilor Schocke revisited the subject of the access to the electronic meeting of the Plan Commission and whether it would require being redone. It was noted that this would require further review.

3. Michael Blejski, Highland, asked whether he should attend the meeting on Saturday to be interviewed.

A colloquy ensued between the Clerk-Treasurer and the Town Council regarding its desired interview subjects. It was noted that persons not currently serving who submitted applications and all incumbents whose appointment terms are expiring should be scheduled, whether or not the incumbent has expressed interest in being reappointed.

It was noted then that Mr. Blejski would be contacted consistent with this clarified instruction.

**Payment of Accounts Payable Vouchers.** There being no further comments from visitors or residents, Councilor Zemen moved to allow the vendors accounts payable vouchers as filed on the pending accounts payable docket, covering the period **January 14, 2020 through January 25, 2021 and the payroll dockets for November 30, 2020, December 18, 2020; December 31, 2020; and January 15<sup>th</sup>, 2021.** Councilor Schocke seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The accounts payable vouchers for the vendor docket were allowed, payments allowed in advance were ratified, the payroll dockets listed were ratified and for all remaining invoices, the Clerk-Treasurer was authorized to make payment.

**Vendors Accounts Payable Docket:**

**General Fund, \$224,133.81; Motor Vehicle Highway and Street (MVH) Fund, \$49,098.43; Local Road and Street Fund, \$606.83; Law Enforcement Continuing Education, Training, and Supply Fund, \$916.68; Insurance Premium Agency Fund, \$1,181.96; Information and Communications Technology Fund, \$31,327.96; Special Events Non Reverting Fund, \$5,196.00; Municipal Cumulative Capital Development Fund, \$200.00; Traffic Violations and Law Enforcement Agency Fund, \$13,000.00; Gaming Revenue Sharing Fund, \$5,598.50; Total: \$331,260.17.**

**Payroll Docket for payday of November 30, 2020:**

**Council, Boards and Commissions, \$8,724.56; Office of Clerk-Treasurer, \$16,481.54; Building and Inspection Department, \$9,105.35; Metropolitan Police Department, \$112,698.82; Public Works Department (Agency), \$66,329.18; Fire Department, \$3,919.66; and 1925 Police Pension Plan Pension Fund, \$69,121.85; Total Payroll: \$286,380.96.**

**Payroll Docket for payday of December 04, 2020:**

**Council, Boards and Commissions, \$0.00; Office of Clerk-Treasurer, \$16,919.79; Building and Inspection Department, \$8,205.81; Metropolitan Police Department, \$127,015.88; Public Works Department (Agency), \$63,578.12; Fire Department, \$3,733.78; and 1925 Police Pension Plan Pension Fund, \$0.00; Total Payroll: \$219,453.38.**

**Payroll Docket for payday of December 18, 2020:**

**Council, Boards and Commissions, \$0.00; Office of Clerk-Treasurer, \$16,812.96; Building and Inspection Department, \$9,038.96; Metropolitan Police Department, \$121,593.75; Public Works Department (Agency), \$62,346.72; Fire Department, \$3,999.22; and 1925 Police Pension Plan Pension Fund, \$0.00; Total Payroll: \$213,791.61.**

**Payroll Docket for payday of December 31, 2020:**

**Council, Boards and Commissions, \$10,640.06; Office of Clerk-Treasurer, \$17,229.03; Building and Inspection Department, \$8,010.21; Metropolitan Police Department, \$110,583.55; Public Works Department (Agency), \$62,836.79; Fire Department, \$3,062.64; and 1925 Police Pension Plan Pension Fund, \$69,121.61; Total Payroll: \$281,483.89.**

*(Payday of December 31 was authorized by Ordinance No. 1701.)*

**Payroll Docket for payday of January 15, 2021:**

**Council, Boards and Commissions, \$0.00; Office of Clerk-Treasurer, \$16,786.04; Building and Inspection Department, \$3,308.26; Metropolitan Police Department, \$126,021.22; Public Works Department (Agency), \$74,821.12; Fire Department, \$3,519.14; and 1925 Police Pension Plan Pension Fund, \$0.00; Total Payroll: \$229,455.78.**

**Adjournment of Plenary Meeting.** There being no further items of business on the agenda, the Town Council President declared the regular plenary meeting of the Town Council of Monday, January 25, 2021 adjourned at 7:52 O'clock p.m.

Michael W. Griffin, IAMC/MMC/CPFA/ACPFIM/CMO  
Clerk-Treasurer

Approved by the Town Council at its meeting of \_\_\_\_\_, 2021.

Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO  
Clerk-Treasurer