

**Topics Tentatively Scheduled for Study Session Discussion
and
Topics Requested for Action at Future Business Meetings of the Twenty-Ninth
Town Council of Highland**

This meeting will be convened as a Hybrid in person and electronic meeting, pursuant to Governor Holcomb's Executive Orders, 20-04, 20-09, 20-25 and extended by Executive Order 21-31 allowing such meetings, pursuant to IC 5-14-1.5-3.6 for the duration of the emergency, through to January 1, 2022.

People may observe and record the meeting for live streaming by joining the meeting on the Zoom platform:

<https://us06web.zoom.us/j/83481223988?pwd=dC9TU3hnZ2RGTmpQdVQ2SWVYTzVldz09.>

Further, persons wishing to offer comment in the meeting may access the electronic meeting by using the preceding and adding the password for Meeting ID: 834 8122 3988 • password (code): 176708

**Monday December 06, 2021
Study Session 6:30 p.m.**

This meeting contributes to Agenda building for the plenary meeting. Please, also be aware of the running enrolled list of matters that are likely for the plenary meeting, subject to review by the municipal executive. By practice and local ordinance, study sessions are distinguished from plenary (regular business) meetings of the Town Council "as they shall be conducted with less formality and with no votes or final actions of a dispositive nature unless provided otherwise by proper notice, pursuant to IC [5-14-1.5](#) et seq." (Confer HMC Section 2.05.130(3))

- X. **Discussion:** ORDINANCE No. 1757 AUTHORIZING SALE of ECONOMIC DEVELOPMENT REVENUE BONDS. This includes the development agreement. (*ED Bonds were approved at a public hearing of the Economic Development Commission on November 3, 2021 at 6:00 p.m.; A Resolution approving the proposed Economic Development Agreement and the use of Allocation Area increment to support the bond payment was approved at the Redevelopment Commission Special Meeting of November 9, 2021 at 6:30 p.m.)*
- X. **Discussion:** Thomas Crowel of the Crowel Agency, the current agent for the town's multi-peril insurance, property, casualty and related lines, to discuss the policies in place and proposals for next year.
- X. **Discussion:** The Advisory Board of Zoning Appeals, through the Zoning Administrator, Mr. Mika, will soon certify its recommendations on several petitions for **Use Variances**. The Town Council may discuss these petitions and may hear from the attorney representing one of the petitioners.
 - (1) Thuong Cap, 611 James Place, Griffith seeking a use variance to permit a Tattoo studio at 2716 Condit Street, Highland, Indiana.
 - (2) Highland Osborn Partners, LLC, 20 W. Road, Dune Acres, IN , seeking to permit climate controlled storage facilities at 8601 Indianapolis Boulevard, and 8621 Osborne Avenue.

Agenda Building Status Report

- 1 -

The Town of Highland acknowledges its responsibility to comply with the American with Disabilities Act of 1990. In order to assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, etc.) for participation in or access to Municipal sponsored public programs, services and or meetings, the Town of Highland requests that individuals make requests for these services forty-eight (48) hours ahead of the scheduled program, service and or meeting. To make arrangements, contact the ADA Coordinator for the Town of Highland at (219) 972-7595.

- (3) Ms. Autumn Lynumn-Simmons, 3145 Duluth Street, seeking to have an in home daycare at the same address, a single family residence.
- X. **Discussion:** Closing building half day on last working day of 2021 Thursday, December 30. This is the convention to allow the staffs to perform year end tasks for the full day, confining the work to the year-end tasks.
- X. **Discussion:** Resolution fixing Faithful Performance Bond for Fiscal Officer. The Clerk-Treasurer notes that the Town Council needs to fix the bond for him as fiscal officer. *Based upon receipts from last full fiscal year, FY 2020, those being in the amount of \$42,710,845, pursuant to I.C. 5-4-1-18(e), fixing the faithful performance bond amount at \$30,000 for each \$1 million dollars of receipts with the amount not to exceed \$300,000, the amount will again be \$300,000.*
- X. **Discussion:** Proposed wage and salaries for 2022. It is the intention to obtain feedback on changes to longevity (if any) and any changes for the Town Council that may be desirable.
- X. **Discussion:** ORDINANCE TO ESTABLISH A SPECIAL FUND for UNDERGROUND TANK LIABILITY FUND AS THE LOCAL COVERAGE SHARE. See some of the language in the administrative rule. Is this fund sufficient? *(Only to discuss if the Town Attorney and the Clerk-Treasurer have conferred.)*
- X. **Discussion:** Explore the merits of an ordinance dealing with grass clippings discharges as suggested by resident in email to the Town Council and Councilor Black. *(Please see the relevant chapters from the Highland Municipal Code that currently prohibit the "littering" of yard wastes in a public way and illicit discharges into the storm sewer system.)*
- X. **Discussion:** Appointments to boards and commissions generally. Survey of who is seeking reappointment and who is not and how to proceed.

II.

• **Plenary Business Meeting of Monday December 13, 2021 Likely matters**

- X. PUBLIC HEARING: Proposed Additional Appropriations in the Police Pension Fund.
- X. Accounts payable vouchers Docket for the period of November 22, 2021 to December 13, 2021 in the amount _____.
- X. Ratify Payroll Vouchers Dockets for payday of 11.19.2021 in the amount of \$ _____
- X. Minutes of the Meeting of Monday, November 22, 2021.
- ~~X. Buckeye Pipeline LICENSE AGREEMENT TO USE AN EASEMENT (if ready)~~
- X. Works Board Order approving Police Department Purchase of Hi Definition LPR Camera array for a total of \$18,587.00.
- X. ORDINANCE TO ESTABLISH A SPECIAL FUND for UNDERGROUND TANK LIABILITY FUND AS THE LOCAL COVERAGE SHARE. (If ready)
- X. INTRODUCE and file ORDINANCE No. 1757 AUTHORIZING SALE of ECONOMIC DEVELOPMENT REVENUE BONDS and APPROVING THE DEVELOPMENT AGREEMENT.

**TOWN OF HIGHLAND
ORDINANCE NO. 1757**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF
HIGHLAND, LAKE COUNTY, INDIANA, AUTHORIZING THE ISSUANCE
OF ITS TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES
2021 (S.J. HIGHLAND, LLC DEVELOPMENT PROJECT)**

WHEREAS, The Highland Economic Development Commission (the "Commission") of the Town of Highland, Lake County, Indiana (the "Town"), adopted a resolution on November 3, 2021, finding that the financing of economic development facilities of S.J. Highland LLC, or its designee (the "User"), complies with the purposes and provisions of Indiana Code 36-7-11.9, sections 12 and 14 (collectively, the "Act"), and that such financing will be of benefit to the health and welfare of the Town and its citizens;

WHEREAS, Following a public hearing on November 3, 2021, the Commission adopted a resolution which approved and recommended the adoption of this form of Ordinance by the Town Council of the Town (the "Council"), considered the issue of adverse competitive effect and has approved the form of the Development Agreement, Financing and Covenant Agreement and the Trust Indenture and has transmitted the same to the Town Council for approval;

WHEREAS, The Town intends to use the proceeds of the economic development financing to assist the User in (i) the acquisition of real estate and the construction and development of a senior housing project in the Town, (ii) construction of improvements to real estate and related public infrastructure improvements including, but not limited to, streets, sidewalks and sanitary sewers, and (iii) the payment of costs of issuance and other related financing costs as are determined permissible under INDIANA CODE 36-7-11.9, INDIANA CODE 36-7-12 and INDIANA CODE 36-7-14 located in or connected to the Highland Commercial Corridors Redevelopment Area (collectively, the "Project"); and,

WHEREAS, The Project is expected to create opportunities for gainful employment in the Town; now therefore,

BE IT HEREBY ORDAINED BY the Town Council of the Town of Highland, Lake County, Indiana That:

Section 1. It is hereby found that the financing of the economic development facilities referred to in the Development Agreement, the Financing and Covenant Agreement and Trust Indenture approved by the Commission and presented to the Council, the issuance and sale of the Town's Taxable Economic Development Revenue Bonds, Series 2021 (Russell Project) (the "Bonds"), the use of the proceeds of the Bonds to apply to the financing of the Project, the payment of the Bonds by the TIF Revenues generated within the site of the Project within the

Highland Commercial Corridors Redevelopment Area, and the securing of said Bonds under the Financing and Covenant Agreement and Trust Indenture complies with the purposes and provisions of the Act, and will be of benefit to the health and general welfare of the Town and its citizens;

Section 2. The proceeds of the Bonds will be used for the financing of the Project will be located within the Highland Commercial Corridors Redevelopment Area at 9613 Kleinman Road, Highland, Indiana 46322;

Section 3. At the public hearing held before the Commission, the Commission considered whether the Project would have an adverse competitive effect on any similar facilities located in or near the Town, and subsequently found, based on special findings of fact set forth in the Resolution of the Commission transmitted hereto, that the Project would not have an adverse competitive effect. The Council hereby confirms the findings set forth in the Resolution of the Commission, and concludes that the Project will not have an adverse competitive effect on any other similar facilities in or near the Town, and the facilities will be of benefit to the health and general welfare of the citizens of the Town;

Section 4. The substantially final forms of the Development Agreement, the Financing and Covenant Agreement between the Town and the User (the "User's Financing Agreement"), the Trust Indenture (the "Trust Indenture") between the Town and a trustee to be appointed by the Clerk-Treasurer (the "Trustee") and all other documents to be executed in connection therewith approved by the Commission (herein collectively referred to as the "Financing Agreement" as referred to in the Act) are hereby approved, and the Development Agreement and the Financing Agreement shall be incorporated herein by reference and shall be inserted in the minutes of the Council and kept on file by the Clerk-Treasurer of the Town. In accordance with the provisions of Indiana Code 36-1-5-4, two (2) copies of the Development Agreement and the Financing Agreement are on file in the office of the Clerk-Treasurer for public inspection;

Section 5. The Town shall issue its Bonds in the total principal amount of \$4,000,000 maturing no later than a date twenty years after the issuance of the Bonds. The Bonds are to be issued to pay the costs of the acquisition, construction, equipping and installation of the Project, as more particularly set out in the Trust Indenture and the Financing Agreement, incorporated herein by reference, which Bonds will be payable as to principal and interest from TIF Revenues, as provided in the above described Trust Indenture. The Bonds shall be issued in fully registered form in denominations of \$5,000 and any integral in excess thereof or as otherwise provided in the Trust Indenture, and the Bonds shall be redeemable in whole or in part, on any date at face value, plus accrued interest to the date fixed for redemption, as provided in the Trust Indenture. Payments of principal and interest are payable in lawful money of the United States of America by check mailed or delivered to the registered owners as provided in the Trust Indenture.

The Bonds shall not constitute a debt of the Town or of the State of Indiana (the "State") within the meaning of any provisions of the Constitution or statutes of the State or a pledge of the faith and credit of the Town or of the State or grant to the owners thereof any right to have the Town or the General Assembly levy any taxes or appropriate any funds for the payment of the principal thereof or interest thereon;

Section 6. The President of the Council and the Clerk-Treasurer are authorized and directed to sell the Bonds to the User at a price of not less than 100% of the par value thereof which price shall be paid by the User in installments by the submission of proofs of payment of qualified project costs. The Bonds shall bear interest at a rate of interest not to exceed four and a half percent (4.5%) per annum;

Section 7. The President of the Council and the Clerk-Treasurer are authorized and directed to execute, attest, affix or imprint by any means the Town seal to the Development Agreement and the documents constituting the Financing Agreement approved herein on behalf of the Town and any other document which may be necessary or desirable prior to, on or after the date hereof to consummate or facilitate the transaction, including the Bonds authorized herein. The President of the Council and the Clerk-Treasurer are hereby expressly authorized to approve any modifications or additions to the Development Agreement and the documents constituting the Financing Agreement which take place after the date of this Ordinance, if such changes do not affect terms set forth in Indiana Code 36-7-12-27(a)(1) through (a)(10) with the review and advice of counsel to the Town; it being the express understanding of this Council that the Development Agreement and the Financing Agreement are in substantially final form as of the date of this Ordinance. The approval of these modifications or additions shall be conclusively evidenced by the execution and attestation thereof and the affixing of the seal thereto or the imprinting of the seal thereon; provided, however, that no such modification or addition shall change the maximum principal amount of or term of the Bonds as approved by the Council by this Ordinance without further consideration by the Council. The signatures of the President of the Council and the Clerk-Treasurer on the Bonds may be either manual or facsimile signatures. The Clerk is authorized to arrange for delivery of such Bonds to the Trustee, and the initial payment for the Bonds will be made to the Trustee and after such initial payment, the Bonds will be delivered by the Trustee to the User as purchaser thereof. The Bonds shall be originally dated the date of issuance and delivery thereof. Terms used herein with their initial letters capitalized which are defined in the Financing Agreement are used herein as so defined;

Section 8. The provisions of this Ordinance and the Trust Indenture securing the Bonds shall constitute a contract binding between the Town and the holders of the Bonds, and after the execution of the Trust Indenture, this Ordinance shall not be repealed or amended in any respect which would adversely affect the rights of such holders so long as the Bonds or the interest thereon remains unpaid;

Section 9. This Ordinance shall be in full force and effect from and after its passage.

At its meeting of Monday, November 11, 2021, the Town Council voted unanimously to remove it from the agenda for that meeting.

Introduced and Filed on the ____ Day of December 2021. Consideration on same day or at same meeting of introduction was not taken up, pursuant to IC 36-5-2-9.8.

Duly Ordained and Adopted this ____ Day of December 2021, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of ____ in favor and ____ opposed.

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

(SEAL)

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 36-5-2-10.2; IC 36-5-6-5)

EXHIBIT

Economic Development Agreement

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 2021, by and among the Town of Highland, Indiana (the “Town”) and the Highland Redevelopment Commission (the “Redevelopment Commission” and, together with the Town, the “Town Parties”), and S.J. Highland LLC, or an affiliate thereof (the “Company”),

W I T N E S S E T H:

WHEREAS, The Town Parties desire to foster economic development within the Town;

WHEREAS, The Company has approached the Town Parties regarding the development of a senior housing project in the Town and related public infrastructure improvements, as more particularly described in Exhibit A attached hereto (collectively, the “Development”);

WHEREAS, As part of the Development, the Company intends to make an investment in improvements with a development cost in the approximate amount \$31,600,000 and to undertake the Development on certain parcels of real property located within the Town in the Commercial Corridor Allocation Area (the “Property”) (see Exhibit B attached hereto for a legal description and a depiction detailing the location of the Property);

WHEREAS, The Company has requested certain economic development assistance from the Town;

WHEREAS, The Town Parties have determined that the completion of the Development is in the best interests of the citizens of the Town, and, therefore, the Town Parties desire to take certain steps in order to induce the Company to complete the Development; and

WHEREAS, To stimulate and induce the development of the Property and the completion of the Development, the Town Parties have agreed, subject to further proceedings as required by law, to provide the economic development incentives described herein,

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

ARTICLE I.

RECITALS

1.01 Recitals Part of Agreement. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.01.

ARTICLE II.

ECONOMIC DEVELOPMENT INCENTIVES

2.01 Economic Development Revenue Bonds. The Town Parties shall, subject to further proceedings required by law, cause the issuance of economic development revenue bonds pursuant to IC 36-7-12 (the "Bonds"), in the amount of \$4,000,000 for application by the Company solely to Permissible Project Costs (as defined in Exhibit C). The Bonds shall have a term of twenty (20) years beginning on the date of issuance of the Bonds, and shall bear interest at an interest rate not to exceed four and a half percent (4.5%) per annum. The Company shall purchase the Bonds. Alternatively, at the option of the Company, the Bonds may be placed with a purchaser identified by the Company (with the Company providing such additional security as such purchaser may require beyond that pledged by the Redevelopment Commission in accordance with this Agreement) and such proceeds received by the Company shall be reduced by all costs of issuance and any market discount. If the Company (or its affiliate) purchases the Bonds, the Company shall, at the closing of the Bonds, pay all of the Redevelopment Commission's and the Town's costs of issuance and shall receive credits against the purchase price of the Bonds for (i) the costs of issuance paid by the Company, and (ii) expenditures relating to the Permissible Project Costs. The Redevelopment Commission and the Town shall not pledge to the repayment of the Bonds any tax revenues or other funds of the Redevelopment Commission or the Town, except the Pledged TIF Revenues (as defined below). The Company acknowledges that the Bonds are not privately marketable unless purchased by the Company or a private lender that the Company identifies as willing to purchase the Bonds without additional security from the Town Parties. The Company hereby agrees that non-payment of the Bonds due to the inadequacy of the Pledged TIF Revenues shall not be deemed to be a default on the Bonds.

2.02 Pledge of Pledged TIF Revenues. The Redevelopment Commission shall, subject to further proceedings required by law, and subject to the Company's compliance with its commitments pursuant to this Agreement, including in particular its commitments pursuant to Section 4.02 hereof, cause 100% of the annual tax increment revenues generated by increases in assessed valuation of the real property on the parcels constituting the Property for a period of 20 years after the date of issuance of the Bonds (the "Pledged TIF Revenues") to be pledged to the payment of the Bonds due in the corresponding year.

ARTICLE III.

MUTUAL ASSISTANCE

3.01 Mutual Assistance. The parties agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the case of the Town Parties, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent. In particular, the Town Parties shall use their best efforts to assist the Company in obtaining all required zoning and other approvals and any required permits relating to the Development.

ARTICLE IV.

DEVELOPMENT

4.01 Property. The Company shall purchase the Project Site and acquire title to the property described in Exhibit B and commonly known as 9613 Kleinman Road, Highland, Indiana 46322, which is required for the construction and installation of the Ernie Strack Drive Improvements, and acquire such other property as is required for the future expansion of Kleinman Avenue (collectively, the "Scheeringa Property") from the Kenneth D. and Sandra M. Scheeringa Trust ("Scheeringa Trust"). The Company shall convey the Ernie Strack Drive Improvements and Kleinman Avenue expansion to the Town upon completion.

4.02 Development Description. The Development shall consist of the items and/or parameters set forth in Exhibit A attached hereto. The Company shall commence construction of the Development and/or demolition work necessary for the Development by no later than twelve (12) months following the successful procurement of all permits and other governmental approvals, and reasonably expects to complete the first phase of the construction and equipping of the Development by a date not later than [_____, 20__], subject to permitted delays provided for in Section 4.04 hereof.

(a) The Company shall, at its sole cost and expense, and within ten (10) days after closing on such real estate, record in the Lake County Indiana Recorder's Office, (i) the final plat of subdivision of the Project Site, and (ii) a Deed of Dedication wherein the Company dedicates, conveys and warrants the Ernie Strack Drive Parcel to the Town, subject to adequate perpetual parking and access easements for the benefit of the Grifland Shopping Center (the "Center"), and tenants, vendors customers and other invitees (the "Easements").

(b) The Company shall, at their sole cost and expense, disconnect the Center sanitary sewer system from the Town of Griffith's system and

construct and install the necessary facilities and improvements required in order to connect the Center's sanitary sewer system to the sanitary sewer system installed on the Project Site.

(c) The Company shall, at their sole cost and expense, construct and install a new Ernie Strack Drive, including all pavement, lighting, sidewalks, curbs and all stormwater lines and facilities (collectively, the "Ernie Strack Drive Improvements") and reconfigure the Center's parking lot and its access to Ernie Strack Drive pursuant to the plans of NIES Engineering, Inc. specifically labeled as follows:

(i) "ERNIE STRACK DRIVE - TOPOGRAPHIC SURVEY; PRELIMINARY R.O.W. LAYOUT dated 07/16/19-16:00, NIES Engineering, Inc. Project No. 19-504" and (ii) "ERNIE STRACK DRIVE - TOPOGRAPHIC SURVEY; PRELIMINARY ROAD & PARKING LAYOUT - OPTION 1 dated 07/16/19-16:00, NIES Engineering, Inc. Project No. 19-504" (together, the "Plans")

(d) The Company shall be responsible to pay and/or reimburse to the Town Parties the cost to the Town Parties of any and all engineering or consulting inspections of the construction work for the infrastructure (water, storm, and sanitary) and Buildings that are part of the Project, either on or off of the Project Site. The Company shall also be responsible to pay any costs and expenses incurred by the Town Parties for design review and/or construction observation during the course of construction with regard to the Project on the Project Site or improvements that serve or benefit the Project Site except as hereinbefore provided. All of Company's obligations to pay and/or reimburse the Town Parties contained in this Section shall be per the Town of Highland's current codes and ordinances, and nothing herein shall be construed to obligate Company to pay and/or reimburse the Town Parties for anything not required per code or ordinance.

4.03 Assessments and Taxes.

(a) During the period or term for which any obligation or debt service is outstanding in which tax increment is pledged to the Project as approved by resolution of the Redevelopment Commission, the Company as the property owner, including all subsequent property owner(s), waives its rights to appeal real (land and improvements) property assessed valuations of the Project or within the Project area unless deemed to be a clerical error of assessment application or a mathematical error. The Town reserves the right to waive the above condition upon written request of the Company as a property owner, including all subsequent property owner(s).

(b) During the period or term for which any obligation or debt service is outstanding in which tax increment is pledged to the Project as approved by resolution of the Redevelopment Commission, the Company, as

the property owner, including all subsequent property owner(s), waives its rights to request or file an assessed valuation deduction, credit or exemption, whether available to a property owner as of the date of this Development Agreement or which subsequently may be authorized by the State of Indiana Legislature, to tangible real property improvements to be constructed, built or developed within the relevant allocation area. The Town reserves the right to waive the above condition upon written request of the Company as the property owner, including all subsequent property owner(s).

4.04 Permitted Delays. Whenever performance is required of any party hereunder, such party shall use all due diligence and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, material worsening of the existing pandemic, future pandemics, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials, or damage to work in progress by reason of fire or other casualty or similar causes beyond the reasonable control of a party (other than financial reasons), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by such circumstances. If (i) there should arise any permitted delay for which the Company or either of the Town Parties is entitled to delay its performance under this Agreement and (ii) the Company or either of the Town Parties anticipates that such permitted delay will cause a delay in its performance under this Agreement, then the Company or such Town Party, as the case may be, agrees to provide written notice to the other parties of this Agreement of the nature and the anticipated length of such delay.

ARTICLE V.

AUTHORITY

5.01 Actions. Each of the Town Parties represents and warrants that it has taken or will take (subject to further proceedings required by law and the Company's performance of its agreements and obligations hereunder) such action(s) as may be required and necessary to enable such party to execute this Agreement and to carry out fully and perform the terms, covenants, duties and obligations on its part to be kept and performed as provided by the terms and provisions hereof.

5.02 Powers. Each of the Town Parties represents and warrants that it has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform its respective obligations under this Agreement.

ARTICLE VI.

GENERAL PROVISIONS

6.01 Indemnity; No Joint Venture or Partnership. The Company covenants and agrees at its expense to pay and to indemnify and save the Town Parties, and their

officers and agents (the “Indemnitees”) harmless of, from and against, any and all claims, damages, demands, expenses and liabilities relating to bodily injury or property damage resulting directly or indirectly from the Company’s (and/or any affiliate’s thereof) development activities with respect to the Development unless such claims, damages, demands, expenses or liabilities arise by reason of the negligent act or omission of the Town or the Redevelopment Commission, or other Indemnitees. However, nothing contained in this Agreement shall be construed as creating either a joint venture or partnership relationship between either of the Town Parties and the Company or any affiliate thereof.

6.02 Time of Essence. Time is of the essence of this Agreement. The parties shall make every reasonable effort to expedite the subject matters hereof (subject to any time limitations described herein) and acknowledge that the successful performance of this Agreement requires their continued cooperation.

6.03 Breach. Before any failure of any party of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice. If after said notice, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity.

6.04 Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, by the adoption of a resolution of each of the Town Parties approving said amendment, as provided by law, and by the execution of said amendment by the parties or their successors in interest.

6.05 No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties, including the Agreement among S.J. Highland, LLC, Griffland Center, Inc., the Town of Highland, Indiana, and the Highland Redevelopment Commission dated as of September 30, 2019.

6.06 Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

6.07 Indiana Law. This Agreement shall be construed in accordance with the laws of the State of Indiana.

6.08 Notices. All notices and requests required pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:

To the Company:

S.J. Highland, LLC
4600 East 53rd Street
Davenport, Iowa 52807
Attention: James V. Russell
Email: dsmith@russellco.com

With a copy to:

James L. Wieser
Wieser & Wyllie, LLP
429 West Lincoln Highway
Scherverville, Indiana 46375
Email: jimwieser@wieserwyllielaw.com

To the Town Parties:

Town of Highland, Indiana
333 Ridge Road
Highland, Indiana 46322
Attention: Michael W. Griffin, Clerk-Treasurer
Email: mgriffin@highland.in.gov

Highland Redevelopment Commission
333 Ridge Road
Highland, Indiana 46322
Attention: Kathy DeGuilio-Fox, Director
Email: kdeguilio-fox@highland.in.gov

With a copy to:

Jimmy Shanahan
Taft Stettinius & Hollister LLP
111 East Wacker, Suite 2800
Chicago, Illinois 60601
Email: jdshanahan@taftlaw.com

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

6.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

6.10 Assignment. The rights and obligations contained in this Agreement may not be assigned by the Company or any affiliate thereof without the express prior written consent of each of the Town Parties; provided, however, that the Company may transfer all or a portion of its rights and obligations hereunder to an affiliate of the Company upon notice to but without the consent of the Town Parties, but any such transfer to an affiliate of the Company shall not have the effect of releasing the Company from its obligations hereunder.

6.11 No Third Party Beneficiaries. This Agreement shall be deemed to be for the benefit solely of the parties hereto and shall not be deemed to be for the benefit of any third party.

6.12 Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement and each of the Town Parties has approved or ratified this Agreement at public meetings.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

TOWN OF HIGHLAND, INDIANA

By: _____
Roger Sheeman, Town Council
President

TOWN OF HIGHLAND
REDEVELOPMENT COMMISSION

By: _____
Cyril Huerter , President
(Approved at Redevelopment meeting 11.9.2021)

S.J. Highland, LLC

By: _____
James V. Russell, Manager

EXHIBIT A

DESCRIPTION OF DEVELOPMENT

EXHIBIT B

LEGAL DESCRIPTION FOR PROJECT SITE (TO BE ACQUIRED BY THE DEVELOPER)

That part of the west half of the north half of the southeast quarter of the southeast quarter and the east half of the east half of the southeast quarter of Section 27, Township 36 north, Range 9 west of the Second Principal Meridian described as follows: beginning at the southwest corner of said west half; thence $NO^{\circ}05'27''W$ along the west line of said west half, 661.02 feet to the northwest corner thereof; thence $S89^{\circ}40'53''E$ along the north line of said west half and the north line of said east half, 1327.98 feet to the northeast corner of said east half; $SO^{\circ}01'01''W$ along the east line of said Section 27, 688.70 feet; thence $N89^{\circ}25'59''W$, 210.00 feet; thence $SO^{\circ}00'39''W$, 2.82 feet; thence $N89^{\circ}42'07''W$, 453.35 feet to the west line of said east half; thence $NO^{\circ}02'13''W$, 30.00 feet to the south line of said west half; thence $N89^{\circ}42'07''W$ along said south line, 633.37 feet to the point of beginning (excepting therefrom of Lot 1 of Gartland Center Inc. First Addition to the Town of Highland as recorded in Plat Book 63, Page 3) in Lake County, Indiana.

876,115 sq. ft.
20.113 acres

LEGAL DESCRIPTION FOR THE ERNIE STRACK DRIVE PARCEL (TO BE DEDICATED TO THE TOWN BY THE DEVELOPER)

That part of the west half of the north half of the southeast quarter of the southeast quarter and the east half of the east half of the southeast quarter of Section 27, Township 36 north, Range 9 west of the Second Principal Meridian described as follows: commencing at the southwest corner of said west half; thence $S89^{\circ}42'07''E$ along the south line of said west half, 30.00 feet for a point of beginning; thence $NO^{\circ}05'27''W$ along the east line of the west 30.0 feet of said west half, 40.00 feet; thence $S89^{\circ}42'07''E$ parallel with the south line of said west half, 200.00 feet; thence $SO^{\circ}17'53''W$ perpendicular to the south line of said west half, 10.00 feet to a line 30.0 feet north of and parallel with the south line of said south half; thence $S89^{\circ}42'07''E$ along said parallel line and the easterly extension thereof, 886.87 feet to the west line of Lot 1 of Griffland Center Inc. First Addition to the Town of Highland as recorded in Plat Book 63, Page 3; thence $SO^{\circ}01'01''E$ along said west line, 11.18 feet to the southwest corner of said Lot 1; thence $S89^{\circ}25'59''E$ along the south line of said Lot 1, 170.00 feet to the southeast corner of said Lot 1, being also a point on a line parallel with and 40 feet west of the east line of said southeast quarter; thence $SO^{\circ}01'01''W$ along said parallel line, 46.00 feet to a line parallel with and 46 feet south of said south line of said Lot 1; thence $N89^{\circ}25'59''W$ along said parallel line, 170.00 feet; thence $SO^{\circ}00'39''W$, 2.82 feet; thence $N89^{\circ}42'07''W$, 453.35 feet to the west line of said east half; thence $NO^{\circ}02'13''W$, 30.00 feet to the south line of said west half; thence $N89^{\circ}42'07''W$ along said south line, 633.37 feet to the point of beginning in Lake County, Indiana,

56,024 sq. ft.
1.286 acres

LEGAL DESCRIPTION FOR THE SCHEERINGA PROPERTY
(TO BE ACQUIRED BY THE TOWN)

Parcel 1:

That part of the west half of the south half of the southeast quarter of the southeast quarter of section 27, Township 36 north, Range 9 west of the Second Principal Meridian described as follows: beginning at the northwest corner of said west half; thence S89°42'07"E along the north line of said west half, 663.37 feet to the east line of said west half; thence SO°02'13"E along said east line, 30.00 feet; thence N89°42'07V parallel with the north line of said west half, 433.82 feet; thence SO°17'53"W perpendicular to said north line of said west half, 10.00 feet; thence N89°42'07rW parallel with said north line of said west half, 229.46 feet to the west line of said west half; thence NO°05'27"W along said west line, 40.00 feet to the point of beginning in Lake County, Indiana., and:

Parcel 2:

The south 140.0 feet of the north 180.0 feet of the west 30.0 feet of west half of the south half of the southeast quarter of the southeast quarter of Section 27, Township 36 north, Range 9 west of the Second Principal Meridian in Lake County, Indiana.

26,395 sq. ft.

0.606 acres

Project Parcels:

EXHIBIT C

PERMISSIBLE PROJECT COSTS

The net proceeds of the Bonds (net of costs of issuance) may be used only for the following costs:

- Acquisition of easements and reconstruction of the private drive known as Ernie Strack Drive
- Construction of potable water, waste water and storm water lines
- Construction of public infrastructure necessary or desirable for the Project including, but not limited to, sidewalks, lighting and other improvements
- Landscaping
- Professional, engineering and design fees relating to the above

HIGHLAND BOARD OF ZONING APPEALS VARIANCE OR USE VARIANCE

Handwritten signature/initials

PETITION FOR HEARING

Applicant's Name: Thuong Cap Phone# 2193636551

Address: 611 James Place City: Griffith State: IN

Legal Owner of Property: David Gladish Phone# 2198381900

Address: 2716 Condit City: Highland State: IN

Please Check: Variance Use Variance

Location and address of proposed improvements: 2716 Condit Street

Brief description of proposed improvements: Proposing a Tattoo Studio

Reason for denial or revocation of building permit: Tattoo Studios are not a listed Permitted Use in an I-1/Light Industrial District

Specific description of sections of the Highland Zoning Ordinance for which you are seeking a variance or use variance: HMC 18.50.040 Permitted Uses in an I-1/Light Industrial District

To the best of my knowledge and belief the above information is true and correct.

Applicant Signature: [Signature] Date: 10/1/21

Legal Owner Signature: David Gladish Date: 9/28/2021 7:41 AM PDT

Fee Paid: \$200.00 Date: 10/1/21

*PAID 10/1/21
CHK.# 152
REC.# 74606*

- Application to be filed and fee paid no later than the 20 Days prior to the 4th Wednesday of the month.
- ** The Board of Zoning Appeals meetings are on the 4th Wednesday of each month except for November and December meetings may be changed due to the holidays. Contact the Building & Inspection Dept. to confirm those dates.
- ***The Petitioner shall bear the cost of all legal advertising and preparation of plans.

** tina .brenda @gmail .com*

Justifiable

HIGHLAND BOARD OF ZONING APPEALS
VARIANCE OR USE VARIANCE

PETITION FOR HEARING

Applicant's Name: Highland Osborn Partners LLC Phone# (219) 406-0203

Address: 20 W. Road City: Dune Acres State: IN

Legal Owner of Property: Highland Osborn Partners LLC Phone# (219) 406-0203

Address: 20 W. Road City: Dune Acres State: IN

Please Check: Variance Use Variance

Location and address of proposed improvements: 8601 Indianapolis Blvd. and 8621 Osborne Ave., Highland, IN 46322

Brief description of proposed improvements: Climate controlled storage facility

Reason for denial or revocation of building permit: Use is not allowed in the currently zoned B-3 district

Specific description of sections of the Highland Zoning Ordinance for which you are seeking a variance or use variance: HMC 18.45.030

To the best of my knowledge and belief the above information is true and correct.

Applicant Signature: [Signature] Date: 10 / 1 / 21

Legal Owner Signature: [Signature] Date: 10 / 1 / 21

Fee Paid: \$200.00 Date: 10/6/21 Rec.# 746201

- *Application to be filed and fee paid no later than the 20 Days prior to the 4th Wednesday of the month.
- ** The Board of Zoning Appeals meetings are on the 4th Wednesday of each month except for November and December meetings may be changed due to the holidays. Contact the Building & Inspection Dept. to confirm those dates.
- ***The Petitioner shall bear the cost of all legal advertising and preparation of plans.

received
10/6/21

HIGHLAND BOARD OF ZONING APPEALS
VARIANCE OR USE VARIANCE

informal

PETITION FOR HEARING

Applicant's Name: Autumn Lynnum-Simmons Phone# (219) 427-4018

Address: 3145 Duluth St City: Highland State: IN

Legal Owner of Property: Vikki Turner Phone# (708) 710-3805

Address: 3145 Duluth St City: Highland State: IN

Please Check: Variance Use Variance

Location and address of proposed improvements: 3145 Duluth St
Highland IN 46322

Brief description of proposed improvements: I am seeking approval to
start an inhome daycare. This is to service
children who already reside at this address (no
outside children).

Reason for denial or revocation of building permit: Daycare is not an allowed
use in our district. (R-1 District)

Specific description of sections of the Highland Zoning Ordinance for which you are seeking a variance or
use variance: HMC 18.15.030 Daycare is not a permitted
use

To the best of my knowledge and belief the above information is true and correct.

Applicant Signature: Autumn Lynnum-Simmons Date: 9/1/21

Legal Owner Signature: Vikki M Turner Date: 9/1/2021

Fee Paid: \$150.00 Date: 9/2/21

PAID 9/2/21
Rec# 74098
cc

•Application to be filed and fee paid no later than the 20 Days prior to the 4th Wednesday of the month.

** The Board of Zoning Appeals meetings are on the 4th Wednesday of each month except for November
and December meetings may be changed due to the holidays. Contact the Building & Inspection Dept. to
confirm those dates.

***The Petitioner shall bear the cost of all legal advertising and preparation of plans.

Key Longevity Provisions:

§ 3.20 Bridging of Service

§ 3.20.01 All service of previous municipal, county or state employment of one or more years, will be treated as continuous service after completing one (1) full consecutive year of service with the town of Highland for all purposes where length of service affects a group employment benefit, with the exception of INPRS pensions, which is governed by state law. This will be effective for all full-time hires that occur after October 31, 2020. *(Amended by Ordinance 1721 10.26.2020)*

§ 3.20.02 For Police Department Pension purposes actual time of service will be the factor in gaining full pension rights on retirement.

§ 3.20.03 For elected Town Officials all previous Town employment or elected service will be bridged as continuous service upon assuming office. This provision shall be construed pursuant to the provisions of IC 36-5-3-2. *(Amended by Ordinance 1721 10.26.2020)*

§ 4.04 Longevity Pay

All regular full-time employees from all departments who have completed a specified consecutive number of years of service and who have not taken the elective waiver for this benefit will be paid a longevity benefit. Longevity pay will be combined with the regular hourly or bi-weekly rate of pay to create a composite rate of pay. This composite rate of pay will begin and increase, as scheduled beginning with the payroll period in which the associated pay date will be the first **full pay period following** the employee's service anniversary date. The composite rate shall be the base rate for the purposes of calculating any overtime premium where such premium applies. For the purposes of establishing the value of the longevity benefit for the purposes of IC 36-8 et seq., the annual longevity benefit will be unchanged. Effective from **2016**, the annual longevity benefit will be **\$2,059.20** or 2,080 times the hourly longevity rate for 20 years. The composite rate for longevity shall be applied according to the following schedule:

Years of Service Completed	Current Hourly	Bi-weekly
1	\$ 0.07	\$ 5.60
2	\$ 0.12	\$ 9.60
3	\$ 0.17	\$ 13.60
4	\$ 0.22	\$ 17.60
5	\$ 0.27	\$ 21.60
6	\$ 0.32	\$ 25.60
7	\$ 0.37	\$ 29.60
8	\$ 0.42	\$ 33.60
9	\$ 0.47	\$ 37.60
10	\$ 0.52	\$ 41.60
11	\$ 0.57	\$ 45.60
12	\$ 0.62	\$ 49.60

Years of Service Completed	Current Hourly	Bi-weekly
13	\$ 0.67	\$ 53.60
14	\$ 0.72	\$ 57.60
15	\$ 0.77	\$ 61.60
16	\$ 0.82	\$ 65.60
17	\$ 0.87	\$ 69.60
18	\$ 0.92	\$ 73.60
19	\$ 0.97	\$ 77.60
20	\$ 0.99	\$ 79.20
21	\$ 1.07	\$ 85.60
22	\$ 1.12	\$ 89.60
23	\$ 1.16	\$ 92.80
24	\$ 1.18	\$ 94.40
25	\$ 1.20	\$ 96.00
26	\$ 1.22	\$ 97.60
27	\$ 1.24	\$ 99.20
28	\$ 1.26	\$ 100.80
29	\$ 1.28	\$ 102.40
30	\$ 1.30	\$ 104.00

Elected Officials who have completed a specified number of years of service, and who have not taken the elective waiver for this benefit will be paid a longevity benefit according to the following schedule:

Completion of 4 consecutive years	\$ 10 per month
Completion of 7 consecutive years	\$ 30 per month
Completion of 10 consecutive years	\$ 40 per month
Completion of 13 consecutive years	\$ 50 per month
Completion of 16 consecutive years	\$ 60 per month
Completion of 18 consecutive years	\$ 70 per month
Completion of 20 consecutive years	\$ 85 per month
Completion of 22 consecutive years	\$100 per month

Elected Officials						
Longevity	Monthly	Annual	Medicare	OASAD	PERF	Grand Total
Completion of four years	\$10.00	\$120.00	\$1.74	\$7.44	\$0.00	\$129.18
Completion of seven years	\$30.00	\$360.00	\$5.22	\$22.32	\$0.00	\$387.54
Completion of ten years	\$40.00	\$480.00	\$6.96	\$29.76	\$0.00	\$516.72
Completion of thirteen years	\$50.00	\$600.00	\$8.70	\$37.20	\$0.00	\$645.90
Completion of sixteen years	\$60.00	\$720.00	\$10.44	\$44.64	\$0.00	\$775.08
Completion of eighteen years	\$70.00	\$840.00	\$12.18	\$52.08	\$0.00	\$904.26
Completion of twenty years	\$85.00	\$1,020.00	\$14.79	\$63.24	\$0.00	\$1,098.03
Completion of twenty-two years	\$100.00	\$1,200.00	\$17.40	\$74.40	\$0.00	\$1,291.80

Mark Herak	At start of 2022	29 years completed	\$ 100.00	per month
Bernie Zemen	At Start of 2022	18 years completed	\$ 70.00	per month
Mark J. Schocke	At Start of 2022	2 years completed	\$ -	per month
Thomas Black	At Start of 2022	2 years completed	\$ -	per month
Roger Sheeman	At Start of 2022	2 years completed	\$ -	per month

Compensation for the Town Council

From Ordinance 1726 as amended:

Section 6. *Town Legislative Body, Boards and Commissions.* That subject to the provisions of this ordinance, the salary and wages for the elected officers, non-elected officers and employees of the Town of Highland are hereby fixed for its departments and offices as follows:

(A) Office of the Town Council

Town Council President (1) \$ 1,226.00 per month

Town Council Member (4) \$ 1,164.00 per month

That the foregoing salaries of the legislative body members remain at the level first fixed by Ordinance 1054, passed and adopted December 30, 1996 to be effective **beginning in 1997**, unchanged owing to the provisions of IC 36-5-3-2(c);

Illustrated

TOWN COUNCIL SALARIES						
		Monthly	Annual	Longevity	Social Security & Medicare	Grand Total
Town Council President		\$ 1,226.00	\$ 14,712.00	\$ -	\$ 1,125.47	\$ 15,837.47
Town Councilor	Ward 1	\$ 1,164.00	\$ 13,968.00	\$ 720.00	\$ 1,123.63	\$ 15,811.63
Town Councilor	Ward 2	\$ 1,164.00	\$ 13,968.00	\$ - *	\$ 1,068.55	\$ 15,036.55
Town Councilor	Ward 3	\$ 1,164.00	\$ 13,968.00	\$ -	\$ 1,068.55	\$ 15,036.55
Town Councilor	Ward 4	\$ 1,164.00	\$ 13,968.00	\$ -	\$ 1,068.55	\$ 15,036.55
		* Waives longevity				

LONGEVITY PROPOSAL allows for special calculation.xlsx

Years of Service Completed	Current Hourly	80 hour pay period	FICA / MEDICARE	Base Cost without FICA / MEDICARE	Annual Cost	Annual Increase	Rate Increase for 1st 19 years	Rate Increase for 2nd 12 years
1	\$ 0.07	\$ 5.60	\$ 0.43	\$ 145.60	\$ 156.74	\$ (0.00)	1.00	1.00
2	\$ 0.12	\$ 9.60	\$ 0.73	\$ 249.60	\$ 268.69	\$ 0.00		
3	\$ 0.17	\$ 13.60	\$ 1.04	\$ 353.60	\$ 380.65	\$ 0.00		
4	\$ 0.22	\$ 17.60	\$ 1.35	\$ 457.60	\$ 492.61	\$ (0.00)		
5	\$ 0.27	\$ 21.60	\$ 1.65	\$ 561.60	\$ 604.56	\$ 0.00		
6	\$ 0.32	\$ 25.60	\$ 1.96	\$ 665.60	\$ 716.52	\$ (0.00)		
7	\$ 0.37	\$ 29.60	\$ 2.26	\$ 769.60	\$ 828.47	\$ 0.00		
8	\$ 0.42	\$ 33.60	\$ 2.57	\$ 873.60	\$ 940.43	\$ 0.00		
9	\$ 0.47	\$ 37.60	\$ 2.88	\$ 977.60	\$ 1,052.39	\$ (0.00)		
10	\$ 0.52	\$ 41.60	\$ 3.18	\$ 1,081.60	\$ 1,164.34	\$ 0.00		
11	\$ 0.57	\$ 45.60	\$ 3.49	\$ 1,185.60	\$ 1,276.30	\$ (0.00)		
12	\$ 0.62	\$ 49.60	\$ 3.79	\$ 1,289.60	\$ 1,388.25	\$ 0.00		
13	\$ 0.67	\$ 53.60	\$ 4.10	\$ 1,393.60	\$ 1,500.21	\$ 0.00		
14	\$ 0.72	\$ 57.60	\$ 4.41	\$ 1,497.60	\$ 1,612.17	\$ (0.00)		
15	\$ 0.77	\$ 61.60	\$ 4.71	\$ 1,601.60	\$ 1,724.12	\$ 0.00		
16	\$ 0.82	\$ 65.60	\$ 5.02	\$ 1,705.60	\$ 1,836.08	\$ (0.00)		
17	\$ 0.87	\$ 69.60	\$ 5.32	\$ 1,809.60	\$ 1,948.03	\$ 0.00		
18	\$ 0.92	\$ 73.60	\$ 5.63	\$ 1,913.60	\$ 2,059.99	\$ 0.00		
19	\$ 0.97	\$ 77.60	\$ 5.94	\$ 2,017.60	\$ 2,171.95	\$ (0.00)		
20	\$ 0.99	\$ 79.20	\$ 6.06	\$ 2,059.20	\$ 2,216.73	\$ (0.00)		
21	\$ 1.07	\$ 85.60	\$ 6.55	\$ 2,225.60	\$ 2,395.86	\$ (0.00)		
22	\$ 1.12	\$ 89.60	\$ 6.85	\$ 2,329.60	\$ 2,507.81	\$ 0.00		
23	\$ 1.16	\$ 92.80	\$ 7.10	\$ 2,412.80	\$ 2,597.38	\$ (0.00)		
24	\$ 1.18	\$ 94.40	\$ 7.22	\$ 2,454.40	\$ 2,642.16	\$ 0.00		
25	\$ 1.20	\$ 96.00	\$ 7.34	\$ 2,496.00	\$ 2,686.94	\$ 0.00		
26	\$ 1.22	\$ 97.60	\$ 7.47	\$ 2,537.60	\$ 2,731.73	\$ (0.00)		
27	\$ 1.24	\$ 99.20	\$ 7.59	\$ 2,579.20	\$ 2,776.51	\$ (0.00)		
28	\$ 1.26	\$ 100.80	\$ 7.71	\$ 2,620.80	\$ 2,821.29	\$ 0.00		
29	\$ 1.28	\$ 102.40	\$ 7.83	\$ 2,662.40	\$ 2,866.07	\$ 0.00		
30	\$ 1.30	\$ 104.00	\$ 7.96	\$ 2,704.00	\$ 2,910.86	\$ (0.00)		
31	\$ 2.05	\$ 164.00	\$ 12.55	\$ 4,264.00	\$ 4,590.20	\$ (0.00)		
32	\$ 2.15	\$ 172.00	\$ 13.16	\$ 4,472.00	\$ 4,814.11	\$ (0.00)		

LONGEVITY PROPOSAL allows for special calculation.xlsx

Years of Service Completed	Current Hourly	80 hour pay period	FICA / MEDICARE	Base Cost without FICA / MEDICARE	Annual Cost	Annual Increase per Affected worker	Rate Increase for 1st 19 years	Rate Increase for 2nd 12 years
1	\$ 0.07	\$ 5.82	\$ 0.45	\$ 151.42	\$ 163.01	\$ 6.27	1.04	1.05
2	\$ 0.12	\$ 9.98	\$ 0.76	\$ 259.58	\$ 279.44	\$ 10.75		
3	\$ 0.18	\$ 14.14	\$ 1.08	\$ 367.74	\$ 395.88	\$ 15.23		
4	\$ 0.23	\$ 18.30	\$ 1.40	\$ 475.90	\$ 512.31	\$ 19.70		
5	\$ 0.28	\$ 22.46	\$ 1.72	\$ 584.06	\$ 628.74	\$ 24.18		
6	\$ 0.33	\$ 26.62	\$ 2.04	\$ 692.22	\$ 745.18	\$ 28.66		
7	\$ 0.38	\$ 30.78	\$ 2.35	\$ 800.38	\$ 861.61	\$ 33.14		
8	\$ 0.44	\$ 34.94	\$ 2.67	\$ 908.54	\$ 978.05	\$ 37.62		
9	\$ 0.49	\$ 39.10	\$ 2.99	\$ 1,016.70	\$ 1,094.48	\$ 42.09		
10	\$ 0.54	\$ 43.26	\$ 3.31	\$ 1,124.86	\$ 1,210.92	\$ 46.58		
11	\$ 0.59	\$ 47.42	\$ 3.63	\$ 1,233.02	\$ 1,327.35	\$ 51.05		
12	\$ 0.64	\$ 51.58	\$ 3.95	\$ 1,341.18	\$ 1,443.78	\$ 55.53		
13	\$ 0.70	\$ 55.74	\$ 4.26	\$ 1,449.34	\$ 1,560.22	\$ 60.01		
14	\$ 0.75	\$ 59.90	\$ 4.58	\$ 1,557.50	\$ 1,676.65	\$ 64.48		
15	\$ 0.80	\$ 64.06	\$ 4.90	\$ 1,665.66	\$ 1,793.09	\$ 68.97		
16	\$ 0.85	\$ 68.22	\$ 5.22	\$ 1,773.82	\$ 1,909.52	\$ 73.44		
17	\$ 0.90	\$ 72.38	\$ 5.54	\$ 1,881.98	\$ 2,025.96	\$ 77.93		
18	\$ 0.96	\$ 76.54	\$ 5.86	\$ 1,990.14	\$ 2,142.39	\$ 82.40		
19	\$ 1.01	\$ 80.70	\$ 6.17	\$ 2,098.30	\$ 2,258.82	\$ 86.87		
20	\$ 1.04	\$ 83.16	\$ 6.36	\$ 2,162.16	\$ 2,327.57	\$ 110.84		
21	\$ 1.12	\$ 89.88	\$ 6.88	\$ 2,336.88	\$ 2,515.65	\$ 119.79		
22	\$ 1.18	\$ 94.08	\$ 7.20	\$ 2,446.08	\$ 2,633.21	\$ 125.40		
23	\$ 1.22	\$ 97.44	\$ 7.45	\$ 2,533.44	\$ 2,727.25	\$ 129.87		
24	\$ 1.24	\$ 99.12	\$ 7.58	\$ 2,577.12	\$ 2,774.27	\$ 132.11		
25	\$ 1.26	\$ 100.80	\$ 7.71	\$ 2,620.80	\$ 2,821.29	\$ 134.35		
26	\$ 1.28	\$ 102.48	\$ 7.84	\$ 2,664.48	\$ 2,868.31	\$ 136.58		
27	\$ 1.30	\$ 104.16	\$ 7.97	\$ 2,708.16	\$ 2,915.33	\$ 138.82		
28	\$ 1.32	\$ 105.84	\$ 8.10	\$ 2,751.84	\$ 2,962.36	\$ 141.07		
29	\$ 1.34	\$ 107.52	\$ 8.23	\$ 2,795.52	\$ 3,009.38	\$ 143.31		
30	\$ 1.37	\$ 109.20	\$ 8.35	\$ 2,839.20	\$ 3,056.40	\$ 145.54		
31	\$ 2.15	\$ 172.20	\$ 13.17	\$ 4,477.20	\$ 4,819.71	\$ 229.51		
32	\$ 2.26	\$ 180.60	\$ 13.82	\$ 4,695.60	\$ 5,054.81	\$ 240.70		

329 IAC 9-8-11 Excess liability trust fund

Authority: IC 13-14-8-1; IC 13-14-8-2; IC 13-23-1-1; IC 13-23-1-2

Affected: IC 13-23-4-1; IC 13-23-4-2; IC 13-23-8-3

Sec. 11. (a) An owner or operator may satisfy the requirements of section 4 of this rule by participation in the excess liability trust fund under 328 IAC 1. Eligibility is determined by compliance with 328 IAC 1.

(b) An owner or operator of:

(1) twelve (12) or fewer underground storage tanks shall demonstrate the ability to pay the applicable deductible amount under IC 13-23-8-3; or

(2) more than twelve (12) underground storage tanks shall demonstrate the ability to pay two (2) times the applicable deductible amount under IC 13-23-8-3.

(c) The owner or operator shall use any one (1) or a combination of the following mechanisms to demonstrate the ability to pay the applicable amount under subsection (b):

(1) An owner or operator may satisfy the requirements of subsection (b) by obtaining a letter signed by an officer of a federally insured financial institution that verifies the financial institution's commitment to issue a loan to the owner or operator, if necessary, to pay the applicable amount under subsection (b). This letter must be reviewed and updated annually by the financial institution.

(2) An owner or operator may satisfy the requirements of subsection (b) by obtaining a certificate of deposit from a federally insured financial institution.

(3) An owner or operator may satisfy the requirements of subsection (b) by obtaining a letter signed by an independent certified public accountant or independent professional accountant that verifies the tangible net worth of the owner or operator is sufficient to pay the applicable amount under subsection (b). This letter must be reviewed and updated annually by the certified public accountant or professional accountant.

(4) An owner or operator may satisfy the requirements of subsection (b) by obtaining liability insurance from an insurer or risk retention group.

(5) An owner or operator may satisfy the requirements of subsection (b) by obtaining a surety bond.

(6) An owner or operator may satisfy the requirements of subsection (b) by obtaining an irrevocable standby letter of credit issued by a federally insured financial institution.

(7) An owner or operator may satisfy the requirements of subsection (b) by establishing a trust fund.

(8) An owner or operator may satisfy the requirements of subsection (b) by obtaining a written guarantee from a person other than the owner or operator that verifies the guarantor's ability to pay the applicable amount under subsection (b). The written guarantee must disclose the relationship between the guarantor, and the owner or operator. The guarantor shall use one (1) or more of the mechanisms under this subsection.

(d) In addition to subsection (c), local government owners or operators may use any one (1) or a combination of the following mechanisms:

(1) A local government owner or operator may satisfy the requirements of subsection (b) by meeting a bond rating test under section 14 of this rule. The local government owner or operator shall list the amount under subsection (b) for the "per occurrence" and "annual aggregate" amounts in the letter from the chief financial officer.

(2) A local government owner or operator may satisfy the requirements of subsection (b) by passing the financial test specified in section 15 of this rule. The local government owner or operator shall list the amount under subsection (b) for the "per occurrence" and "annual aggregate" amounts in the letter from the chief financial officer.

(3) A local government owner or operator may satisfy the requirements of subsection (b) by obtaining a guarantee that conforms to section 16 of this rule. The local government owner or operator shall list the amount under subsection (b) for the "per occurrence" and "annual aggregate" amounts in the local government guarantee with standby trust made by a local government. The local government owner or operator shall list the amount under subsection (b) for the "per occurrence" and "annual aggregate" amounts in the local government guarantee without standby trust made by a local government.

(4) A local government owner or operator may satisfy the requirements of subsection (b) by establishing a dedicated fund account that conforms to section 17 of this rule. The local government owner or operator shall list the amount under subsection (b) for the "per occurrence" and "annual aggregate" amounts in the letter from the chief financial officer.

(Solid Waste Management Division; 329 IAC 9-8-11; filed Jul 19, 1999, 12:00 p.m.: 22 IR 3741; errata filed Sep 10, 1999, 9:08

a.m.: 23 IR 26; readopted filed Jan 10, 2001, 3:25 p.m.: 24 IR 1535)

UNDERGROUND STORAGE TANKS

329 IAC 9-8-17 Local government fund

Authority: IC 13-14-8-1; IC 13-14-8-2; IC 13-23-1-1; IC 13-23-1-2

Affected: IC 13-23-4-1; IC 13-23-4-2

Sec. 17. (a) A local government owner or operator may satisfy the requirements of section 4 of this rule by establishing a dedicated fund account that conforms to this section. Except as specified in subdivision (2), a dedicated fund must not be commingled with other funds or otherwise used in normal operations. A dedicated fund is considered eligible if it meets one (1) of the following requirements:

- (1) The fund is:
 - (A) dedicated by:
 - (i) state constitutional provision; or
 - (ii) local government:
 - (AA) statute;
 - (BB) charter;
 - (CC) ordinance; or
 - (DD) order;
 - (B) established to pay for taking corrective action and for compensating third parties for bodily injury and property damage caused by accidental releases arising from the operation of petroleum underground storage tanks; and
 - (C) funded for:
 - (i) the full amount of coverage required under section 4 of this rule; or
 - (ii) part of the required amount of coverage and used in combination with another mechanism that provides the remaining coverage.
- (2) The fund is:
 - (A) dedicated by:
 - (i) state constitutional provision; or
 - (ii) local government:
 - (AA) statute;
 - (BB) charter;
 - (CC) ordinance; or
 - (DD) order;
 - (B) established as a contingency fund for general emergencies, including taking corrective action and compensating third parties for bodily injury and property damage caused by accidental releases arising from the operation of petroleum underground storage tanks; and
 - (C) funded for either of the following:
 - (i) Five (5) times the full amount of coverage required under section 4 of this rule.
 - (ii) Part of the required amount of coverage and used in combination with another mechanism that provides the remaining coverage. If the fund is funded for less than five (5) times the amount of coverage required under section 4 of this rule, the amount of financial responsibility demonstrated by the fund must not exceed one-fifth ($1/5$) the amount in the fund.
- (3) The following requirements must be completed:
 - (A) The fund is dedicated by:
 - (i) state constitutional provision; or
 - (ii) local government:
 - (AA) statute;
 - (BB) charter;
 - (CC) ordinance; or
 - (DD) order.
 - (B) The fund is established to pay for taking corrective action and for compensating third parties for bodily injury and property damage caused by accidental releases arising from the operation of petroleum underground storage tanks.

UNDERGROUND STORAGE TANKS

(C) A payment is made to the fund once every year for seven (7) years until the fund is fully funded. This seven (7) year period is hereafter referred to as the "pay-in-period". The amount of each payment must be determined by the following formula:

$$\frac{TF - CF}{Y}$$

Where: TF = Total required financial assurance for the owner or operator.
CF = Current amount in the fund.
Y = Number of years remaining in the pay-in-period.

(D) The local government owner or operator shall meet one (1) of the following requirements:

(i) The local government owner or operator has available bonding authority, approved through voter referendum (if such approval is necessary prior to the issuance of bonds), that meets the following requirements:

(AA) The bonding authority is for an amount equal to the difference between the required amount of coverage and the amount held in the dedicated fund.

(BB) The bonding authority must be available for taking corrective action and for compensating third parties for bodily injury and property damage caused by accidental releases arising from the operation of petroleum underground storage tanks.

(ii) The local government owner or operator has a letter signed by the appropriate state attorney general that states the following:

(AA) The use of the bonding authority will not increase the local government's debt beyond the legal debt ceilings established by the relevant state laws.

(BB) Prior voter approval is not necessary before use of the bonding authority.

(b) To demonstrate that it meets the requirements of the local government fund, the chief financial officer of the:

(1) local government owner or operator and local government guarantor;

(2) local government owner or operator; or

(3) local government guarantor;

shall sign a letter worded exactly as follows, except that the instructions in brackets are to be replaced by the relevant information and the brackets deleted:

Letter from Chief Financial Officer

I am the chief financial officer of [insert name and address of local government owner or operator or guarantor]. This letter is in support of the use of the local government fund mechanism to demonstrate financial responsibility for [insert "taking corrective action" or "compensating third parties for bodily injury and property damage" or both of those phrases] caused by [insert "sudden accidental releases" or "nonsudden accidental releases" or both of those phrases] in the amount of at least [insert dollar amount] per occurrence and [insert dollar amount] annual aggregate arising from operating (an) underground storage tank(s).

Underground storage tanks at the following facilities are assured by this local government fund mechanism: [List for each facility the name and address of the facility where tanks are assured by the local government fund.]

[Insert "The local government fund is funded for the full amount of coverage required under 329 IAC 9-8-4, or funded for part of the required amount of coverage and used in combination with other mechanism(s) that provide the remaining coverage" or "The local government fund is funded for ten (10) times the full amount of coverage required under 329 IAC 9-8-4, or funded for part of the required amount of coverage and used in combination with other mechanisms(s) that provide the remaining coverage" or "A payment is made to the fund once every year for seven (7) years until the fund is fully funded and [insert name of local government owner or operator] has available bonding authority, approved through voter referendum, of an amount equal to the difference between the required amount of coverage and the amount held in the dedicated fund" or "A payment is made to the fund once every year for seven (7) years until the fund is fully funded and I have attached a letter signed by the state attorney general stating that:

1. the use of the bonding authority will not increase the local government's debt beyond the legal debt ceilings established by the relevant state laws; and

2. prior voter approval is not necessary before use of the bonding authority".]

The details of the local government fund are as follows:

Amount in fund (market value of fund at close of last fiscal year):

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[If fund balance is incrementally funded as specified in 329 IAC 9-8-17(a)(3), insert:

Amount added to fund in the most recently completed fiscal year:

Number of years remaining in the pay-in-period: ____.]

A copy of the state constitutional provision, or local government statute, charter, ordinance, or order dedicating the fund is attached. I hereby certify that the wording of this letter is identical to the wording specified in 329 IAC 9-8-17(b) as such regulations were constituted on the date shown immediately below.

[Date]

[Signature]

[Name]

[Title]

(Solid Waste Management Division; 329 IAC 9-8-17; filed Jul 19, 1999, 12:00 p.m.: 22 IR 3755; readopted filed Jan 10, 2001, 3:25 p.m.: 24 IR 1535)

329 IAC 9-8-18 Substitution of financial assurance mechanisms by owner or operator

Authority: IC 13-14-8-1; IC 13-14-8-2; IC 13-23-1-1; IC 13-23-1-2

Affected: IC 13-23-4-1; IC 13-23-4-2

Sec. 18. (a) An owner or operator may substitute any alternate financial assurance mechanism under this rule, provided that at all times the owner maintains an effective financial assurance mechanism or combination of mechanisms that satisfies section 4 of this rule.

(b) After obtaining alternate financial assurance under this rule, an owner or operator may cancel a financial assurance mechanism by providing notice to the provider of financial assurance. *(Solid Waste Management Division; 329 IAC 9-8-18; filed Jul 19, 1999, 12:00 p.m.: 22 IR 3756; readopted filed Jan 10, 2001, 3:25 p.m.: 24 IR 1535)*

329 IAC 9-8-19 Cancellation or nonrenewal by a provider of financial assurance

Authority: IC 13-14-8-1; IC 13-14-8-2; IC 13-23-1-1; IC 13-23-1-2

Affected: IC 13-23-4-1; IC 13-23-4-2

Sec. 19. (a) Except as otherwise provided, a provider of financial assurance may cancel or fail to renew an assurance mechanism by sending a notice of termination by certified mail to the owner or operator. The following requirements must be completed:

(1) Termination of a:

- (A) local government guarantee;
- (B) guarantee;
- (C) surety bond; or
- (D) letter of credit;

must not occur until one hundred twenty (120) days after the date on which the owner or operator receives the notice of termination as evidenced by the return receipt.

(2) Termination of:

- (A) insurance, except for nonpayment or misrepresentation by the insured;
- (B) risk retention coverage, except for nonpayment or misrepresentation by the insured; or
- (C) the excess liability trust fund under section 11 of this rule;

must not occur until sixty (60) days after the date on which the owner or operator receives the notice of termination as evidenced by the return receipt. Termination for nonpayment of premium or misrepresentation by the insured must not occur until a minimum of ten (10) days after the date on which the owner or operator receives the notice of termination as evidenced by the return receipt.

(b) If a provider of financial responsibility cancels or fails to renew for reasons other than incapacity of the provider as specified in section 24 of this rule, the owner or operator shall obtain alternate coverage as specified in this section within sixty (60) days after receipt of the notice of termination. If the owner or operator fails to obtain alternate coverage within sixty (60) days

Relevant Sections of the Highland Municipal Code regarding grass clippings in street

Storm Water Management Chapter (12.25)

12.25.070 Compatibility of provisions.

The provisions of this chapter shall be considered a companion to the rates and charges as well as the associated rules and regulations in effect for the waste water management function of the district. [Ord. 1246 § 1, 2004. Code 2000 § 171.76].

Solid Waste Management Chapter (12.15)

12.15.010 Definitions.

(A) For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

(5) "Garbage" means putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

(6) "Recyclables" means paper, cardboard, newspaper and all inserts, magazines, glass bottles and jars (clear, brown, green), tin cans, steel cans, aluminum cans, plastic containers (1-2-3 liter plastic pop containers, milk and water jugs, any liquid laundry detergent bottles) or other such items that the town and its recycling collection vendor deem to be recyclable in nature.

(7) "Refuse" means all putrescible and nonputrescible wastes (except human body wastes), including garbage and rubbish, and yard waste.

12.15.040 Littering.

It shall be an offense for any person to throw or deposit on any lot, ground, premises, right-of-way, street, alley, drive, sidewalk or parkway any garbage or rubbish except in containers as herein provided. [Ord. 1637 § 1, 2016].

12.15.150 Roll-off containers – General penalty provision.

(B) General Penalty for Violations of This Chapter. Except as otherwise provided, any person, entity or organization who shall violate any provisions of this chapter shall be fined in the amount set forth in the designated schedule as a payable offense subject to admission before the violations clerk of the ordinance violation bureau in the amount set forth in the admissions clerk payable offenses schedule in HMC [9.85.060](#).

(C) If such person, entity or organization shall violate any provisions of this chapter, and there is a failure to satisfy the civil violation as set forth in Chapter [9.85](#) HMC, then such violations shall be construed as justifiable offenses and, upon conviction or a finding of liability, shall be subject to a fine of not less than \$100.00 per violation, nor more than \$2,500. Each day of such unlawful activity as is prohibited shall be deemed a separate offense. [Ord. 1698 § 6, 2019].

Watercourse Regulation for Pollution and Illicit Discharges (Chapter 12.20)

12.30.020 Definitions.

For the purposes of this chapter, the following shall mean:

"Authorized enforcement agency" means the town of Highland and/or the sanitary district of the town of Highland, its employees, designees or agents.

"Hazardous materials" means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious

characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

“Illegal discharge” means any direct or indirect non-storm water discharge to the storm drain system, except as exempted in the monitoring of discharges portion (HMC [12.30.100](#)) of this chapter.

“Illicit connections” is defined as either of the following: any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-storm water discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by the town of Highland or any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by the town of Highland.

“Industrial activity” means activities subject to NPDES industrial permits as defined in [40 CFR 122.26](#) (b)(14).

“National Pollutant Discharge Elimination System (NPDES) storm water discharge permit” means a permit issued by EPA (or by a state under authority delegated pursuant to [33 USC 1342](#)(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

“Non-storm water discharge” means any discharge to the storm drain system that is not composed entirely of storm water.

“Person” means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner’s agent.

“Pollutant” means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordnances, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

12.30.070 Prohibition of illegal discharges and illicit connections.

(A) Prohibition of Illegal Discharges. No person shall commence, conduct or continue any illegal discharge to the storm drain system except as follows:

- (1) Discharges listed in [327 327](#) 15-13-14(d) and discharges specified in writing by the authorized enforcement agency as being necessary to protect public health and safety are hereby exempt from prohibition under this chapter.
- (2) Dye testing is an allowable discharge, but requires a verbal notification to the authorized enforcement agency prior to the time of the test.
- (3) The prohibition shall not apply to any non-storm water discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the federal Environmental Protection Agency; provided, that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations; and provided, that written approval has been granted for any discharge to the storm drain system.

- (4) The exceptions listed above (subsections (A)(1) through (3) of this section) shall be deemed illegal discharges if (a) the director of public works determines the discharge or flow in question to be a significant source of a pollutant or pollutants to the waters of the United States or to the storm drain system; (b) written notice of such determination has been provided to the discharger; and (c) the discharge continues after the expiration of a reasonable time, as determined by the director of public works, to cease the discharge as provided in the notice.

12.30.130 Notification of spills.

Notwithstanding any other requirements prescribed by law, as soon as any person operating a facility acquires information regarding any known or suspected release of materials which result or may result in the illegal discharge of pollutants into the storm drain system, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of a release of hazardous materials, said person shall immediately notify emergency response agencies of the release. In the event of a release of nonhazardous materials, said person shall notify the authorized enforcement agency in person or in writing no later than the next business day. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years. [Ord. 1344 § 2, 2007. Code 2000 § 171.112].

12.30.140 Enforcement and notice.

(A) Whenever the authorized enforcement agency finds that a person has violated the provisions of this chapter, the authorized enforcement agency may order compliance by written notice of violation to the responsible person.

(B) The notice of violation may order without limitation:

- (1) Performance of monitoring, analyses, and reporting;
- (2) Elimination of illicit connections or discharges;
- (3) Cessation of prohibited discharges, practices, or operations;
- (4) Abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property;
- (5) Payment of a fine which has been reasonably calculated to cover administrative and remediation costs; and
- (6) Implementation of source control or treatment BMPs.

(C) A notice of violation shall set forth a reasonable opportunity of at least 10 days but not more than 60 days within which to complete such remediation or restoration.

(D) The notice of violation shall further advise that, should the violator fail to comply with the provisions contained therein, any ordered activity may be performed by the authorized enforcement agency and the expense thereof shall be charged to the violator.

(E) The expenses of the enforcement agency shall constitute a lien against the property. The lien attaches when notice of the lien is recorded in the office of the county recorder in which the property is located. The lien is superior to all other liens except liens for taxes, in an amount that does not exceed:

- (1) Ten thousand dollars for real property that is unimproved or contains one or more occupied or unoccupied single- or double-family dwellings or the appurtenances or additions to those dwellings; or
- (2) Twenty thousand dollars for all other real property not described in subsection (E)(1) of this section.

(F) The enforcement agency may issue a bill to the owner of the real property for the costs incurred by it in bringing the property into compliance with this chapter, including administrative costs and removal costs.

(G) A bill issued under this section is delinquent if the owner of the real property fails to pay the bill within 30 days after the date of the issuance of the bill.

(H) Whenever the enforcement agency determines it necessary, the officer charged with the collection of fees and penalties for the municipal corporation shall prepare a list of delinquent fees and penalties that are enforceable under this chapter, including:

- (1) The name or names of the owner or owners of each lot of parcel of real property on which fees are delinquent;
- (2) A description of the premises, as shown on the records of the county auditor; and
- (3) The amount of the delinquent fees and the penalty; or an instrument for each lot or parcel of real property on which the fees are delinquent.

(I) The officer shall record a copy of each list or each instrument with the county recorder, who shall charge a fee for recording the list or instrument under the fee schedule established in IC [36-2-7-10](#).

(J) The amount of a lien shall be placed on the tax duplicate by the auditor. The total amount, including any accrued interest, shall be collected in the same manner as delinquent taxes are collected and shall be disbursed to the proper fund of the enforcement agency.

(K) A fee is not enforceable as a lien against a subsequent owner of property unless the lien for the fee was recorded with the county recorder before conveyance to the subsequent owner. If the property is conveyed before the lien is recorded, the enforcement agency shall notify the person who owned the property at the time the fee became payable. The notice must inform the person that payment, including penalty fees for delinquencies, is due not later than 15 days after the date of the notice. If payment is not received within 180 days after the date of the notice, the amount due may be considered a bad debt loss.

(L) The enforcement agency shall release:

- (1) Liens filed with the county recorder after the recorded date of conveyance of the property; and
 - (2) Delinquent fees incurred by the seller;
- upon receipt of a written demand from the purchaser or a representative of the title insurance company or the title insurance company's agent that issued a title insurance policy to the purchaser. The demand must state that the delinquent fees were not incurred by the purchaser as a user, lessee, or previous owner and that the purchaser has not been paid by the seller for the delinquent fees.

(M) The county auditor shall remove the fees, penalties, and service charges that were not recorded before a recorded conveyance to a subsequent owner upon receipt of a copy of the written demand under subsection (H) of this section. [Ord. 1344 § 2, 2007; Ord. 1628 § 6, 2016. Code 2000 § 171.113].

12.30.190 Penalties and fines.

(A) Penalties and fines shall be assessed as follows:

- (1) Any person who violates this chapter shall be subject to a fine not to exceed \$100.00. Every day any violation of this chapter shall continue shall constitute a separate offense. The authorized enforcement agency may recover all attorneys' fees, court costs and other expenses associated with enforcement of this chapter;
- (2) Any person who violates, disobeys, neglects or refuses to comply with or who resists enforcement of any of the provisions of this chapter shall, upon prosecution, be fined not more than \$2,500 for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

(B) Any person, entity or organization who shall violate any provisions of HMC [12.15.010](#) through [12.15.150](#) shall be fined in the amount set forth in the designated schedule as a

payable offense subject to admission before the violations clerk or ordinance violation bureau in the amount set forth in the admissions clerk payable offenses schedule in HMC [9.85.060](#).

(C) If such persons, entity or organization shall violate any provisions of HMC [12.15.010](#) through [12.15.150](#), and there is a failure to satisfy the civil violation as set forth in Chapter [9.85](#) HMC, then such violations shall be construed as justiciable offenses and shall be subject to a fine of not less than \$25.00 per violation, nor more than \$2,500. Each day of such unlawful activity as is prohibited shall be deemed a separate offense. [Ord. 1502 § 2, 2011. Code 2000 § 171.118].

Sewers and Sewage Disposal (Chapter 12.20)

12.20.100 Violations – Notice – Liability – Remedies.

(A) Any person found to be violating any provision of this article except HMC [12.20.070](#) shall be served by the district with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

(B) Any person who shall continue any violation beyond the time limit provided for in subsection (A) of this section shall be punished as provided in HMC [9.85.060](#).

(C) Any person violating any of the provisions of this article shall become liable to the district for any expense, loss, or damage occasioned the district or district users by reason of such violation.

(D) The board shall have full power to invoke any authorized legal, equitable or special remedy for the enforcement of this article. The board is hereby authorized to institute proceedings in the circuit or superior courts of the county for prohibitory or mandatory injunctive relief to prevent or discontinue any violations hereof. [Ord. 764, 1989. Code 1983 § 17-25; Code 2000 § 171.10].

Discharge Regulations

2.20.210 Storm water, surface water, cooling water, and the like.

(A) No person shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff or subsurface drainage to any sanitary sewer.

(B) Storm water and all other unpolluted waters shall be discharged to such sewers as are specifically designated as storm sewers, or to a natural outlet approved by proper authorities.

(C) Roof runoff and roof downspouts shall discharge over land and shall not connect directly to a storm sewer; unless otherwise authorized by the board. However, this provision shall not apply to any existing connection otherwise prohibited by this subsection that was in place on or before February 14, 2011.

(D) Unpolluted water from air conditioners, cooling, condensing systems or swimming pools shall be discharged to a storm sewer, where it is available. Where a storm sewer is not available, discharge may be to a natural outlet approved by the district and by the state. Where a storm sewer or natural sewer is not available, such unpolluted water may be discharged into a sanitary sewer by obtaining a written approval by the board.

(E) Industrial cooling water, which may be polluted with insoluble oils or grease or suspended solids, shall be pretreated for removal of pollutants and the resultant clear water and shall be discharged in accordance with subsection (D) of this section. [Ord. 1487 § 1, 2011. Code 1983 § 17-61; Code 2000 § 171.40].

12.20.220 Certain harmful wastes totally prohibited.

No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewers:

(A) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas;

(B) Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, **create a public nuisance**, or create any hazard in the receiving waters of the sewage treatment plant;

(C) Any waters or wastes having a pH lower than 4.5 or having corrosive properties capable of causing damage or hazard to structures, equipment, and personnel of the sewage works;

(D) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, **and the like**, either whole or ground by garbage grinders. [Ord. 764, 1978. Code 1983 § 17-62; Code 2000 § 171.41].