

**Enrolled Minutes of the Sixty-third Regular Meeting  
For the Twenty-Ninth Highland Town Council  
Regular Plenary Meeting (Electronic)  
Monday March 28, 2022**

The Twenty-Ninth Town Council of the Town of Highland, Lake County, Indiana met in its regular plenary session on Monday, March 28, 2022 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 both an in-person and an electronic meeting. 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. Council President Bernie Zemen, Councilor Mark Schocke, Councilor Thomas Black and Councilor Roger Sheeman all participated in person.

The Town Council President, Bernie Zemen presided. The Town Clerk-Treasurer, Mark Herak, was present. 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 J. Schocke, Thomas Black and Roger Sheeman (all participating in person). The Town Fiscal Analyst, Janice Figueroa, was present to memorialize the proceedings. A quorum was attained.

Minutes of the Previous Meetings: The minutes of the regular meeting of 14 March 2022 were submitted for consideration. They were approved by general consent.

- 1. Consideration of the Compliance with the Statement of Benefits as filed and represented by Nathan Damasius d.b.a. VYTO's Pharmacy 8845 Kennedy Avenue, Highland.** *At its meeting of March 28, 2016, the Highland Town Council passed Resolution No. 2016-14 approving this application and its terms for property tax abatement upon the increase in assessed value of \$1,070,900, as well as four new jobs and retention of six existing jobs all in consequence of construction of a new building, a Corporate HQ for VYTO's, for Medical Specialty and pharmacy on Kennedy Avenue for a period of time not to exceed five (5) calendar years, according to the schedule in IC 6-1.1-12.1-4(d)(10), subject to continuing compliance with the statement of benefits, IC 6-1.1-12.1 et seq., and terms of the approving resolution. The Town Council conducted its first review for compliance at its meeting of February 26, 2018, its second review at its meeting of 25 February 2019 and its third review at its meeting of March 9, 2020. Fourth Review was held March 8, 2021. The Town Council found the applicant in compliance at each meeting. This is the fourth review for compliance by the petitioner of its terms in the application but the third one that applies after filing with the Lake County*

*Auditor. This review is for Taxing period 2021 pay 2022. If approved, this is the last year of a 5 year abatement.*

Virginia Speaks participated on behalf of VYTO's Pharmacy abatement filing. Ms. Speaks responded to questions.

Councilor Black moved that based upon the data in the CF-1 and the recommendation of the Redevelopment Director, to find VYTO's Pharmacy in compliance with the terms of its abatement. Councilor Sheeman seconded. Upon a roll call vote, there were four affirmatives and no negatives, the motion passed. VYTO's Pharmacy abatement was found in compliance and would remain in force for the last year.

2. **Consideration of the Compliance with the Statement of Benefits as filed and represented by the former Baldi-Hoobyar Equities Indiana LLC now City Volkswagen of Highland, d.b.a. Highland Volkswagen, 9601 Indianapolis Boulevard, Highland.** *At its meeting of October 10, 2012 and confirmed at its meeting of December 10, 2012, the Highland Town Council approved this application for property tax abatement upon the increase in assessed value in consequence of construction of a new building a Volkswagen Retail Dealership, 9601,9553 and 9545 Indianapolis Boulevard, Highland, for a period of time not to exceed ten (10) calendar years, according to the schedule in IC 6-1.1-12.1-4(d)(10), subject to continuing compliance with the statement of benefits, IC 6-1.1-12.1 et seq., and terms of the approving resolution. The Town Council conducted its first review at its meeting of March 9, 2015, its second at its meeting of February 08, 2016, its third at its meeting of February 27, 2017, its fourth at its meeting of 26 February 2018, its fifth at its meeting of February 25, 2019 and its sixth review at its meeting of March 9, 2020. Seventh review was held March 8, 2021. The Town Council found the applicant in compliance at each meeting. This represents the eighth review of compliance for this property and the eighth one that applies after filing with the Lake County Auditor. This review is for Taxing period 2022 pay 2023. If approved, this is the last year of the 10 year abatement.*

Shawn Kohli and one other representative (new owners two years as of November) were present to defend the application.

Councilor Schocke asked about an earlier submittal of abatement submittal. Director Fox explained that there had been a clerical error in the initial submittal but that the current submittal was correct. Councilor Black moved that based upon the data in the CF-1 and the recommendation of the Redevelopment Director, to find Highland Volkswagen in compliance with the terms of its abatement. Councilor Sheeman seconded. Upon a roll call vote, there were four affirmatives and no negatives. The motion passed. Highland Volkswagen abatement was found in compliance and would remain in force for the final year eligible.

Mr. Kohli asked about application for additional abatements. Council explained additional investment would allow for an abatement, but explained the current abatement has reached it's end of life.

3. **Consideration of the Compliance with the Statement of Benefits as filed and represented by Demand Real Results, LLC, dba SAFETY TRAINING SERVICES, INC., 8516 Henry Street, Highland.** *At its meeting of September 8, 2014, the Highland Town Council approved this application for property tax abatement upon the increase in assessed value in consequence of conversion of existing vacant building located at 8516 Henry Street, Highland, for a period of time not to exceed ten (10) calendar years, according to the schedule in IC 6-1.1-12.1-4(d)(10), subject to continuing compliance with the statement of benefits, IC 6-1.1-12.1 et seq., and terms of the approving resolution. The Town Council conducted its first review at its meeting of February 8, 2016, its second at its meeting of February 27, 2017, its third at its meeting of 26 February 2018, its fourth at its meeting 25 February 2019 and its fifth at its meeting of March 9, 2020. The Town Council did not find the applicant in compliance at the March 8, 2021 meeting. This represents the sixth review of compliance for this property and the sixth one that applies after filing with the Lake County Auditor. This review is for Taxing period 2022 pay 2023. If approved, three years remain on the 10 year abatement.*

Mark Fleishman participated on behalf of Demand Results LLC's abatement filing. Mr. Reed disclosed he represents Demand and will be unable to participate because of the conflict. Councilor Black thanked Mr. Fleishman for keeping the Council updated. Councilor Schocke expressed his appreciation for Demand's information provided and their continued diligence to meet the abatement requirements in spite of the challenges of the pandemic and current working environment. Mr. Fleishman further explained his desire to comply with the abatement requirements and to help the town. Councilor Sheeman expressed his appreciation for the bulletin Demand provides to the Redevelopment Department.

Councilor Black moved that based upon the data in the CF-1 and the recommendation of the Redevelopment Director, to find DEMAND RESULTS, LLC in compliance with the terms of its abatement. Councilor Sheeman seconded. Upon a roll call vote, there were four affirmatives. The motion passed. DEMAND RESULTS, LLC abatement was found in compliance.

4. **Consideration of the Compliance with the Statement of Benefits as filed and represented by Druktenis Realty, LP dba CIRCLE GMC/BUICK, 2440-45<sup>th</sup> Avenue, Highland.** *At its meeting of July 19, 2010, the Highland Town Council approved this application for property tax abatement upon the increase in assessed value in consequence of conversion of existing building Circle GMC/Buick, 2404 45<sup>th</sup> Avenue, Highland, for a period of time not to exceed ten (10) calendar years, according to the schedule in IC 6-*

*1.1-12.1-4(d)(10), subject to continuing compliance with the statement of benefits, IC 6-1.1-12.1 et seq., and terms of the approving resolution. The Town Council conducted its first review at its meeting of April 13, 2015, its second at its meeting of February 08, 2016, its third at its meeting of February 27, 2017, its fourth at its meeting of 26 February 2018, its fifth at its meeting 25 February 2019 and its sixth at its meeting of March 9, 2020, and its seventh meeting March 8, 2021. The Town Council found the applicant in compliance at each meeting. This represents the seventh review of compliance for this property and the seventh one that applies after filing with the Lake County Auditor. This review is for Taxing period 2022 pay 2023. If approved, two years remain on the 10 year abatement.*

Robin Dutro participated on behalf of Circle GMC's abatement filing. Robin Dutro responded to questions posed by the Council regarding increased wages, employee shortages and supply challenges.

Councilor Black moved that based upon the data in the CF-1 and the recommendation of the Redevelopment Director, to find CIRCLE GMC/BUICK in compliance with the terms of its abatement. Councilor Sheeman seconded. Upon a roll call vote, there were four affirmatives and no negatives. The motion passed. CIRCLE GMC/BUICK abatement was found in compliance and would remain in force for another year.

- 5. Consideration of the Compliance with the Statement of Benefits as filed and represented by Evajo, L.L.C., d.b.a Pramuk Dental Center, 2706 Highway Avenue, Highland.** *At its meeting of June 24, 2019, the Highland Town Council passed Resolution No. 2019-24 approving this application and its terms for property tax abatement upon the estimated increase in assessed value of \$960,000 to be a net value of \$102,000 as well as a new job and retention of three existing jobs, all in consequence of construction of a new building, at 2706 Highway Avenue, for a period of time not to exceed five (5) calendar years, according to the schedule in IC 6-1.1-12.1-4(d)(10), subject to continuing compliance with the statement of benefits, IC 6-1.1-12.1 et seq., and terms of the approving resolution. The Town Council is conducted its first review at its meeting of March 9, 2020. This is the second review was held March 8, 2021. This review is for Taxing period 2022 pay 2023. If approved, two years remain on the 5 year abatement.*

Dr. Kurt Pramuk participated on behalf of Pramuk Dental Center's abatement filing.

Councilor Schocke moved that based upon the data in the CF-1 and the recommendation of the Redevelopment Director, to find Pramuk's Dental Center in compliance with the terms of its abatement. Councilor Black seconded. Upon a roll call vote, there were four affirmatives and no negatives. The motion

passed. Pramuk Dental Center, was found in compliance and would remain in force for another year.

6. **Consideration of the Compliance with the Statement of Benefits as filed and represented by High RE 3940, LLC d.b.a., Culver's 3950 Ridge Road, Highland.** *At its meeting of January 30, 2012, the Highland Town Council approved this application for property tax abatement upon the increase in assessed value in consequence of construction of a new building a Culver's Restaurant 3940 and 3950 Ridge Road, for a period of time not to exceed ten (10) calendar years, according to the schedule in IC 6-1.1-12.1-4(d)(10), subject to continuing compliance with the statement of benefits, IC 6-1.1-12.1 et seq., and terms of the approving resolution. The Town Council conducted its first review at its meeting of March 9, 2015, its second at its meeting of February 08, 2016, its third review at its meeting of February 27, 2017, its fourth review at its meeting of 26 February 2018, its fifth review at its meeting of 25 February 2019 and its sixth review at its meeting of March 9, 2020. It's seventh review has held March 8, 2021. The Town Council found the applicant in compliance at each meeting. This represents the seventh review of compliance for this property and the seventh one that applies after filing with the Lake County Auditor. This review is for Taxing period 2022 pay 2023. If approved, two years remain on the 10 year abatement.*

Kyle Day appeared on behalf of Culver's. Councilors Black and Schocke had questions about the submittal. Director Fox explained the original submittal was for a new business and the form was correct as submitted.

Councilor Black moved to find Culver's in compliance with the terms of its abatement. Councilor Sheeman seconded. Upon a roll call vote, there were four affirmatives and no negatives. The motion passed. Culver's abatement was found in compliance and would remain in force for another year.

7. **Consideration of the Compliance with the Statement of Benefits as filed and represented by Indiana GROCERY GROUP (formerly known as SVT, LLC.), 2244-45<sup>th</sup> Avenue, Highland.** *At its meeting of March 26, 2012, the Highland Town Council approved this application for property tax abatement upon the increase in assessed value in consequence of construction of a new building SVT, LLC Headquarters, 2244 45<sup>th</sup> Avenue, Highland, for a period of time not to exceed ten (10) calendar years, according to the schedule in IC 6-1.1-12.1-4(d)(10), subject to continuing compliance with the statement of benefits, IC 6-1.1-12.1 et seq., and terms of the approving resolution. The Town Council conducted its first review at its meeting of April 13, 2015, its second at its meeting of February 08, 2016, its Third review at its meeting of February 27, 2017 its fourth at its meeting of 26 February 2018, its fifth at its meeting of 25 February 2019 and its sixth at its meeting of March 9, 2020, its seventh meeting March 8, 2021. The Town Council found the applicant in compliance at each meeting. This represents the seventh review of*

*compliance for this property and the seventh one that applies after filing with the Lake County Auditor. This review is for Taxing period 2022 pay 2023. If approved, two years remain on the 10 year abatement.*

Mr. Phil Latchford participated on behalf of Highland Indiana GROCERY GROUP's abatement filing. Mr. Latchford responded to questions posed by Councilors regarding continuing difficulty finding workers.

Councilor Mr. Black moved based upon the data in the CF-1 and the recommendation of the Redevelopment Director, to find SVT INDIANA GROCERY GROUP (Strack and Van Til's) in compliance with the terms of its abatement. Councilor Sheeman seconded. Upon a roll call vote, there were four affirmatives and no negatives. The motion passed. SVT INDIANA GROCERY GROUP abatement was found in compliance and would remain in force for another year.

8. **Consideration of the Compliance with the Statement of Benefits as filed and represented by Indiana Land Trust Company TR#120086 dba Webb Hyundai Highland, 9236 Indianapolist Blvd., Highland.** *At its meeting of August 9, 2021, the Highland Town Council approved this application for property tax abatement upon the increase in assessed value in consequence of property improvements, for a period of time not to exceed five (5) calendar years, according to the schedule in IC 6-1.1-12.1-4(d)(10), subject to continuing compliance with the statement of benefits, IC 6-1.1-12.1 et seq., and terms of the approving resolution. This represents the first review of compliance for this property and construction has not yet reached completion. This review is for Taxing period 2022 pay 2023. If approved, four years remain on the five year abatement.*

Mr. Brian Webb and Mr. Sean Reardon participated on behalf of Webb Hyundai's abatement filing. Construction is not complete, currently estimate completion in Mid-October.

Councilor Mr. Sheeman moved based upon the data in the CF-1 and the recommendation of the Redevelopment Director, to find Indiana Land Trust Company TR#1200 in compliance with the terms of its abatement and have accepted the CF-1. Councilor Schocke seconded. Upon a roll call vote, there were four affirmatives and no negatives. The motion passed. Indiana Land Trust Company abatement was found in compliance.

9. **Consideration of the Compliance with the Statement of Benefits as filed and represented by People's Bank S.B. 3915, 3919 & 3927 Ridge Road, Highland.** *At its meeting of September 14, 2015, the Highland Town Council passed Resolution No. 2015-37 approving this application and its terms for property tax abatement upon the increase in assessed value of \$667,800 as well as a new job and retention of five existing jobs all in consequence of construction of a new building, a People's Bank SB Branch at 3915, 3919 and 3927 Ridge Road,*

*for a period of time not to exceed ten (10) calendar years, according to the schedule in IC 6-1.1-12.1-4(d)(10), subject to continuing compliance with the statement of benefits, IC 6-1.1-12.1 et seq., and terms of the approving resolution. The Town Council conducted its first review at its meeting of November 13, 2017, its second at the Town Council meeting of 26 February 2018 ;its third one at its meeting of 25 February 2019 and its fourth one was at its meeting of March 09, 2020, and fifth March 8, 2021. The Town Council found the applicant in compliance at each meeting. This is the sixth review for compliance by the petitioner of its terms in the application but the fifth one that applies after filing with the Lake County Auditor. This review is for Taxing period 2022 pay 2021. If approved, four years remain on the 10 year abatement.*

Michael Shimala participated on behalf of People's Bank abatement filing. Councilor Schocke observed section three is in order.

Councilor Black moved that based upon the data in the CF-1 and the recommendation of the Redevelopment Director, to find People's Bank in compliance with the terms of its abatement. Councilor Sheeman seconded. Upon a roll call vote, there were four affirmatives and no negatives. The motion passed. People's Bank abatement was found in compliance and would remain in force for another year.

10. Appropriations Enactment 2022-09 An enactment receipting monies from a former employee into budget for bullet proof vests.

Mr. Schocke moved, Mr. Sheeman seconded, to consider Appropriations Enactment 2022-09 on first reading. Motion passed 4-0.

Mr. Schocke moved, Mr. Sheeman seconded, to pass Appropriations Enactment 2022-09 on first reading. Motion passed 4-0.

**Town of Highland**  
**APPROPRIATION ENACTMENT**  
**ENACTMENT NO. 2022-09**

An Enactment Appropriating Additional Monies in Excess of the Annual Budget From Monies Received, pursuant to I.C. 6-1.1-18-7.5, I.C. 36-5-3-5 et seq.

**WHEREAS, IC 6-1.1-18-7.5** provides that notwithstanding any other law, the appropriating body of a political subdivision may appropriate any funds received as a **grant** from the state or the federal government without using the additional appropriation procedures under IC 6-1.1-18-5, if the funds are provided or designated by the state or the federal government as a reimbursement of an expenditure made by the political subdivision;

**WHEREAS, The Town of Highland** participated in and accepted funds from a Justice Assistance Grant of the **Bureau of Justice Assistance Bullet Proof Vest Partnership Program;**

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**WHEREAS**, The Town Council has been further informed that these funds were provided or designated by the state or the federal government as a reimbursement of an expenditure made by the political subdivision;

**WHEREAS**, The Highland Police Department has agreed to purchase Vest Carriers, via Eagle Uniform Co., for each officer of the Highland Police Department with such funds;

**WHEREAS**, The Highland Police Department has limited resources to accomplish these purchases;

**WHEREAS**, The Highland Police Department having limited resources to accomplish these purchases, expects the Officer to stay with the department for at least twenty-four (24) months;

**WHEREAS**, The Highland Police Department implemented a Vest Carrier Reimburse Agreement which states if an Officer receiving a Vest Carrier chooses to end their employment with the Department prior to twenty-four (24) months, the Officer will be responsible for reimbursing the Highland Police Department all costs associated with this purchase unless the Officer retires or is terminated;

**WHEREAS**, Officer Andrew Germonprez signed such agreement on or about the 5<sup>th</sup> day of February, 2020;

**WHEREAS**, Officer Andrew Germonprez voluntarily resigned from the Highland Police Department on the 11<sup>th</sup> day of November, 2021, to take a similar position with a neighboring department;

**WHEREAS**, Officer Andrew Germonprez's resignation came within twenty-four (24) months after the Highland Police Department's purchase of a Vest Carrier for him violating the terms of the Vest Carrier program;

**WHEREAS**, The Town Council has been informed of the receipt of funds from Officer Andrew Germonprez for repayment of his Vest Carrier, particularly represented on Clerk-Treasurer's **receipt number 761493** in the amount of **\$272.00** as reimbursement in support of 2019-2020 Bulletproof Vest Partnership;

**NOW, THEREFORE BE IT ENACTED** by the Town Council of the Town of Highland, Lake County, Indiana, as follows:

**Section 1.** That for the actual expenses of said municipality related to the acquisition of tactical level bullet armor (bulletproof vests) funded by Justice Assistance Grant of the **Bureau of Justice Assistance**, Officer Andrew Germonprez agrees to reimburse said municipality \$272.00, the actual expenses incurred by the acquisition of tactical level bullet armor (bulletproof vests), and related costs the following additional sums of money, received from Officer Andrew Germonprez and designated as a reimbursement of an expenditure made by the political subdivision, are hereby appropriated and ordered set apart out of the funds herein named:

MUNICIPAL CUMULATIVE CAPITAL DEVELOPMENT FUND

Increase Account:

Acct. 55-0000-23009 Bulletproof Vests	\$ 272.00
<i>Total 200 Series Increases</i>	<b>\$ 272.00</b>

<b>Total of All Fund Increases:</b>	<b><u>\$ 272.00</u></b>
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**Section 2.** That in satisfaction and for the purposes of the provisions set out in I.C. 36-5-2-9.6, I.C. 36-5-3-5, I.C. 36-5-4-2, this enactment shall be deemed properly filed and introduced before the Town Council at a regular or special meeting, properly called and convened pursuant to I.C. 5-1.5-14 *et seq.*

Introduced and Filed on the 28<sup>th</sup> Day of March 2022. Consideration on the same day or at same meeting of introduction sustained a vote of 4 in favor and 0 opposed, pursuant to IC 36-5-2-9.8.

**DULY ORDAINED AND ADOPTED** this 28<sup>th</sup> Day of March 2022, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of 4 in favor and 0 opposed.

**TOWN COUNCIL of the TOWN of  
HIGHLAND, INDIANA**  
/s/ Bernie Zemen, President (IC 36-5-2-10)

Attest:

/s/Mark Herak  
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5)

11. Appropriations Enactment 2022-10 An enactment receipting monies from HITDA reimbursement

Mr. Schocke moved, Mr. Sheeman seconded, to consider Appropriations Enactment 2022-10 on first reading. Motion passed 4-0.

Mr. Schocke moved, Mr. Sheeman seconded, to pass Appropriations Enactment 2022-10 on first reading. Motion passed 4-0.

**Town of Highland  
APPROPRIATION ENACTMENT  
ENACTMENT NO. 2022-10**

An Enactment Appropriating Additional Monies in Excess of the Annual Budget From Monies Received as a Grant from the State or Federal Government, pursuant to I.C. 6-1.1-18-7.5, I.C. 36-5-3-5 *et seq.*

**WHEREAS, IC 6-1.1-18-7.5** provides that notwithstanding any other law, the appropriating body of a political subdivision may appropriate any funds received as a grant from the state or the federal government without using the additional appropriation procedures under IC 6-1.1-18-5, if the funds are provided or designated by the state or the federal government as a reimbursement of an expenditure made by the political subdivision;

**WHEREAS,** The Town Council has been informed of the receipt of funds from a grant of the **LC-RET/HIDTA Initiative**, representing services for the month of January 2022, particularly represented on Clerk-Treasurer's receipt number 773283 in the total amount of **\$1,552.32**, representing services from November through December 2021, particularly represented on Clerk-Treasurer's receipt number 766429 in the total amount of **\$661.65** as reimbursement in support of overtime costs for detailed personnel;

**WHEREAS,** The Town Council has been further informed that these funds were provided or designated by the state or the federal government as a reimbursement of an expenditure made by the political subdivision;

**NOW, THEREFORE BE IT ENACTED** by the Town Council of the Town of Highland, Lake County, Indiana, as follows:

**Section 1.** That for the actual overtime personnel expenses of said municipality related to the LC-RET/HIDTA Initiative to reimburse the municipality for its actual over time expenses incurred by the assigned person, or for equipment maintenance, the following additional sums of money, received as a grant from the state or the federal government and designated as a reimbursement of an expenditure made by the political subdivision, are hereby appropriated and ordered set apart out of the funds herein named:

CORPORATION GENERAL FUND

**Metropolitan Police Department**

Increase Account:	#111.30 Sworn Overtime	<u>\$ 2,213.97</u>
	<i>Total 100 Series Increases</i>	<b>\$ 2,213.97</b>

**Total of All Fund Increases: \$ 2,213.97**

**Section 2.** That in satisfaction and for the purposes of the provisions set out in I.C. 36-5-2-9.6, I.C. 36-5-3-5, I.C. 36-5-4-2, this enactment shall be deemed properly filed and introduced before the Town Council at a regular or special meeting, properly called and convened pursuant to I.C. 5-1.5-14 *et seq.*

Introduced and Filed on the 28<sup>th</sup> day of March 2022. Consideration on same day or at same meeting of introduction sustained a vote of 5 in favor and 0 opposed, pursuant to IC 36-5-2-9.8.

**DULY ENACTED AND ADOPTED** this 28<sup>th</sup> Day of March 2022, 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**

/s/Bernie Zemen, President (IC 36-5-2-10)

Attest:

/s/Mark Herak  
Clerk-Treasurer (IC 33-16-4-1;IC 36-5-6-5)

**COMMENTS FROM THE PUBLIC:**

Mr. Lawrence Kondrat: mentioned a packet submitted to the Town Council's possible choice for Redevelopment Director.

**APPOINTMENTS:**

Councilman Black nominated Cyril Huerter for Redevelopment Commission.  
Councilman Schocke nominated Lawrence Kondrat to Redevelopment  
Commision. Councilman Sheeman moved to close nominations. Councilman  
Black Seconded. 4-0 nominations were closed.

Clerk-Treasurer Herak called for a roll-call vote. Mr. Reed clarified the first nominee would be voted upon by all members and the first nominee who received a 3/4 vote would be appointed.

Schocke voted no, Councilors Black, Sheeman, and Zemen all voted affirmative. Mr. Cyril Huerter was reappointed to the Redevelopment Commission.

UNFINISHED BUSINESS

1. 4<sup>th</sup> of July Celebration Musician and Vendor Contracts are under Mr. Reed's review. Discussion ensued.
2. Ordinance 1764.1760-D Wage & Salary 2022 AMENDMENT Raising some starting pays, correcting typos, updating titles

Councilor Schocke had questions regarding the pay rates. Parks Director Alex Brown addressed his concerns. Councilor Sheeman spoke in support of Mr. Brown's statements.

Councilor Black moved to consider Ordinance 1764.1760-D Wage & Salary 2022 AMENDMENT, on first hearing Councilor Sheeman seconded. Motion passed 4-0.

Councilor Black moved to adopt Ordinance 1764.1760-D Wage & Salary 2022 AMENDMENT, Councilor Sheeman seconded. Motion passed 4-0.

**ORDINANCE No. 1764.1760-D  
of the  
TOWN of HIGHLAND, INDIANA**

**AN ORDINANCE to AMEND ORDINANCE No. 1760 to ESTABLISH THE WAGE and SALARY RATES of the ELECTED OFFICERS, the NON-ELECTED OFFICERS, and the EMPLOYEES of the TOWN of HIGHLAND, INDIANA PARTICULARLY AUTHORIZING MODIFICATION to the COMPENSATION ASSOCIATED WITH PART-TIME POSITIONS in the PARK DEPARTMENT, TEMPORARY (Summer Help) POSITIONS in the PUBLIC WORKS DEPARTMENT and the PART-TIME IT POSITION in the Police Department**

**WHEREAS**, Title 36, Article 1 Chapter 4 of the Indiana Code confers certain general corporate powers on the several units of government in Indiana;

**WHEREAS**, Section fifteen of that chapter specifically provides that a unit of government may fix the level of compensation of its officers and employees;

**WHEREAS**, I.C. 36-5-3-2 provides in pertinent part that the town legislative body shall provide reasonable compensation for the other town officers and employees;

**WHEREAS**, I.C. 36-5-3-2(b), further provides that the Town Legislative body shall, by ordinance fix the compensation of its own members and the Town Clerk-Treasurer;

**WHEREAS**, I.C. 36-5-3-2(c) still further provides that the compensation of an elected town officer

may not be changed in the year for which it is fixed, nor may it be reduced below the amount fixed for the previous year;

**WHEREAS**, The Town Council of the Town of Highland, as the town legislative body, now desires to amend the ordinance that was adopted to fix the compensation of its elected officers, appointed officers and employees of the Town for the year 2022 and thereafter as amended;

**WHEREAS**, The Town Council of the Town of Highland, as the town legislative body, has been advised that it is necessary and desirable to further modify these positions in the Park Department of: Part-Time Office Clerks; Part-Time Building Supervisor; Part-Time Laborers; Part-Time Recreation Leaders; Part-Time Recreation Program Instructors and Temporary Workers for Parks Division and fix the rate for these positions based upon the needs of the Park Department;

**WHEREAS**, The Town Council of the Town of Highland, as the town legislative body, has been advised that it is necessary and desirable to further modify the position of Temporary (Summer Help) in the Public Works and fix the rate for this position based upon the needs of the Public Works Department;

**WHEREAS**, The Town Council of the Town of Highland, as the town legislative body, has been advised that it is necessary and desirable to further modify the position of Part-Time IT in the Police Department and fix the rate for this position based upon the needs of the Public Works Department;

**WHEREAS**, The Town Council of the Town of Highland, as the town legislative body, now desires to amend the wage and salary ordinance as requested by the Public Works Director, the Park Director and the Police Chief; and,

**NOW, THEREFORE, BE IT HEREBY ORDAINED** by the Town Council of the Town of Highland, Lake County, Indiana, that the Wages, Salaries, and special detail levels of the Officers and Employees of the Town of Highland, are hereby established, modified and fixed, pursuant to the provisions indicated herein and as follows:

**Section 1.** That subdivision (B)(6) in Section 11 of Ordinance No. 1760 be amended by repealing it in its entirety and replacing with a successor subdivision, to be styled as Section 11 subdivision (B)(6) which shall read as follows:

**Section 11.Parks and Recreation Department.** That subject to the provisions of this ordinance, the salary and wages for the non-elected officers and employees of the Town of Highland are hereby fixed for its **Parks and Recreation Department** as follows:

**(B) Associate Staff and Employees**

(6) Part-time workers:

Office Clerks	(part-time)	\$11.00 –\$20.00 per hr.
Building Supervisor	(part-time)	\$12.00 -\$24.00 per hr.
Custodians	(part-time)	\$9.00 - \$13.71 per hr.
Recreation Leaders	(part-time)	\$9.00 –\$13.94 per hr.
Recreation Program Instructors	(part-time)	\$9.00 – \$53.56 per hr.
<b>Temporary workers for parks division</b>		\$10.00 - \$13.71 per hr.

Temporary Workers referenced above refers to Outside summer crew (Summer Help)

Pursuant to IC 36-10-3-10(b), the Park and Recreation Board shall fix the compensation of the positions in which a range for salaries or wages are indicated in this Ordinance.

**Section 2.** That subdivision (B) in Section 9 of Ordinance No. 1760 be further amended by repealing it in its entirety and replacing with a successor subdivision, to be styled as Section 9 subdivision (B) which shall read as follows:

**Section 9. Public Works Department (Agency).** That subject to the provisions of this ordinance, the salary and hourly wages for the non-elected officers and employees of the Town of Highland are hereby fixed for its **Public Works Department** as follows:

**(B) Associate Staff and Employees**

		<b>Starting Rate</b>	<b>Incumbent</b>
(1) Administrative Assistant	( 1 )	\$ 24.50	\$ 24.50
(2) Public Works Secretary*	( 1 )	\$19.99	\$19.99
(3) Dispatch Clerk	( 1 )	\$18.08	\$18.08

*\* If position of administrative assistant is filled, the position of public works secretary must be vacant.*

(4) Senior Utility Technician	( 1 )	\$ 24.50	\$ 24.50
(5) Utility Technician	( 2 )	\$ 19.66	\$ 19.66

*This position subject to base modification as outlined in subdivision E*

(6) Utility Worker /Equipment Operator A	( 3 )	\$24.50	\$24.50
(7) Utility Worker /Equipment Operator B	( 2 )	\$23.97	\$23.97

(8) Pump Station Operator	( 2 )	\$21.15	\$21.15
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*This position subject to base modification as outlined in subdivision D*

		<b>Starting Rate</b>	<b>Incumbent</b>
( 9 ) Street Sweeper Operator	( 1 )	\$ 21.68	\$ 21.68
(10) Utility Worker/Driver A	( 4 )	\$ 23.45	\$ 23.45
(11) Utility Worker/Driver B	( 3 )	\$ 20.11	\$ 20.11
(12) Utility Worker/Driver C	( 2 )	\$ 16.99	\$ 16.99
(13) Senior Mechanic	( 1 )	\$ 23.15	\$ 23.15
(14) Mechanic	( 1 )***	\$ 22.03	\$ 22.03
(15) Mechanic	( 2 )	\$ 22.03	\$ 22.03-\$23.67

\*\*\* Once a worker is assigned the **Senior Mechanic's** position, the authorization for this position is reduced to zero (0).

(16) Sign & Traffic Control Technician	( 1 )	\$ 20.33	\$ 20.33
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*This position subject to base modification as outlined in subdivision D.*

(17) Utility Worker A	( 3 )	\$17.76	\$17.76-\$19.32
(18) Utility Worker B	( 3 )	\$13.71	\$13.71 per hr.
(19) Custodian	( 1 )	\$16.45	\$16.45 per hr.
(20) Attendant Town Garage	( 1 )	\$15.29	\$15.97 per hr.

(21) Secretary (part-time)		\$ 9.64 - \$19.99 per hr.	
(22) Laborer (not truck driver)(part-time)		\$ 9.64 - \$ 12.47 per hr.	

(23) Laborer, Seasonal Leaf Collection	\$ 9.93 per hour
(24) Master Gardener/Streetscaping (part-time)	\$12.85 - \$ 15.00 per hr.
(25) Driver C Seasonal (must have a CDL)	\$ 16.99 per hour
(26) Temporary (Summer Help)	\$10.00 - \$10.70 per hr.

**Section 3.** That subdivision (B)(2) in Section 9 of Ordinance No. 1760 be further amended by repealing it in its entirety and replacing with a successor subdivision, to be styled as Section 9 subdivision (B)(2) which shall read as follows:

**Section 10.** *Metropolitan Police Department.* That subject to the provisions of this ordinance, the salary and wages for the non-elected officers and employees of the Town of Highland are hereby fixed for its Metropolitan Police Department as follows:

**F) Other Associate Staff and Public Safety Employees**

Starting Rate	Incumbent Rate		
(2) Systems Administrator/ IT & Training Officer (part-time)	\$32.31 hr.	\$33.65 hr*.	

\*That if the incumbent in the position of Systems Administrator/IT & Training Officer as of the date of the passage and adoption of this ordinance, is appointed to the position or performs in the position as a part-time worker, that person shall be paid at the rate denoted for an incumbent based upon composite pay that person earned when holding the position previously.

**Section 4.** That all portions of ordinances in conflict with this ordinance are hereby repealed and are of no further force nor effect;

**Section 5.** That except where otherwise noted herein, other compensation and benefits matters not expressly provided herein for salaried and hourly employees and the Clerk-Treasurer shall be as set forth in the Compensation and Benefits Ordinance, commonly called the Employee Handbook as amended from time to time;

**Section 6. (A)** That this ordinance shall become effective and shall remain in full force and effect from and after the date of its passage and adoption, subject to any express provisions of this ordinance, in all other instances not sooner than March 28, 2022, and except to any express effective dates herein described to the contrary and until its repeal or amendment by subsequent enactment;

(B) That the Clerk-Treasurer shall have authority to implement the provisions of this ordinance pursuant to the authority expressly set forth in IC 36-5-6-6 (a) (3) & (4).

Introduced and Filed on 28<sup>th</sup> day of March 2022. Consideration on same day or at same meeting of introduction sustained a vote of 4 in favor and 0 opposed, pursuant to IC 36-5-2-9.8.

**DULY ORDAINED and ADOPTED** this 28<sup>th</sup> Day of March 2022, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of 4 in favor and 0 opposed.

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

/s/Bernie Zemen, President (IC 36-5-2-10)

Attest:

/s/ Mark Herak  
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5; IC 36-5-2-10.2)

3. 2022-03 Works Board Order to Award Concrete TOWN OF HIGHLAND

BOARD OF WORKS  
ORDER OF THE WORKS NO. 2022-03

AN ORDER OF THE WORKS BOARD ACCEPTING CERTAIN BIDS FOR ROAD  
MATERIALS AND SUPPLIES (CONCRETE WORK) FOR THE YEAR 2022

Whereas, the Town Council, as the Board of Works of the municipality, has deemed it necessary to solicit bids for road materials and supplies (concrete work), in order to construct, repair, and maintain public ways throughout the Town; and

Whereas, the Town Council, pursuant to §3.05.030(A)(1) of the HMC, serves as purchasing agency for the Public Works Department; and

Whereas, the Public Works Director, pursuant to §3.05.050(D)(1) of the HMC, serves as the Purchasing Agent for the Public Works Department; and

Whereas, the purchase price exceeds \$15,000.00 and pursuant to §3.05.050(B) of the HMC exceeds the purchase authority of the purchasing agent and requires the express approval of the purchasing agency; and

Whereas, the purchasing agent, pursuant to §3.05.060(H) of the HMC, expected that the purchase, in aggregate, would be more than \$150,000 and invited bids in accordance with Section 31.20(H) of the HMC; and

Whereas, the Public Works Director has prepared bid specifications for the work anticipated for the year 2022 and the work was bid in accordance with §3.05.060(H) of the HMC; and

Whereas, the following bids were received at 10:00 a.m. on March 24, 2022:

Company Total Base Bid  
Colby & Company, Inc. \$ 99,275.00  
H3 Concrete, Inc. \$ 99,495.00  
F.H. Paschen, S.N. Nielsen & Associates, LLC \$177,550.00

Whereas, the Public Works Director has reviewed the bids and determined that the bid submitted by Colby & Company, Inc. is non-responsive due to failure to include the required 5% bid security; and

Whereas, the Public Works Director has made recommendation for award based on the lowest responsive and responsible bid; and

Now, Therefore, Be it Ordered, by the Town Council of Highland, Indiana that

1. The bid for road materials and supplies (concrete work), from H3 Concrete, Inc. be accepted in the Total Base Bid amount of \$99,495.00 as the lowest responsive and responsible bid.
2. The Public Works Director is hereby authorized to execute agreements and all documents necessary to implement the work.

Duly, Passed and Ordered by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 28th day of March, 2022 having passed by a vote of \_\_\_\_\_

in favor and \_\_\_\_\_ opposed.  
WORKS BOARD OF THE TOWN  
HIGHLAND, INDIANA

/s/Bernie Zemen, President (IC 36-5-2-10)

Attest:

/s/Mark Herak, Clerk Treasurer (IC 33-16-4-1; IC 36-5-6-5)

4. 2022-04 Works Board Order to Award Paving

Councilman Schocke moved to adopt Works Board Order 2022-04. Councilman Black seconded. Motion passed 4-0.

TOWN OF HIGHLAND  
BOARD OF WORKS  
ORDER OF THE WORKS NO. 2022-04

AN ORDER OF THE WORKS BOARD ACCEPTING CERTAIN BIDS FOR ROAD  
MATERIALS AND SUPPLIES (ASPHALT AND MILLING) FOR THE YEAR 2022

Whereas, the Town Council, as the Board of Works of the municipality, has deemed it necessary to solicit bids for road materials and supplies (asphalt and milling), in order to construct, repair, and maintain public ways throughout the Town; and

Whereas, the Town Council, pursuant to §3.05.030(A)(1) of the HMC, serves as purchasing agency for the Public Works Department; and

Whereas, the Public Works Director, pursuant to §3.05.050(D)(1) of the HMC, serves as the Purchasing Agent for the Public Works Department; and

Whereas, the purchase price exceeds \$15,000.00 and pursuant to §3.05.050(B) of the HMC exceeds the purchase authority of the purchasing agent and requires the express approval of the purchasing agency; and

Whereas, the purchasing agent, pursuant to §3.05.060(H) of the HMC, expected that the purchase, in aggregate, would be more than \$150,000 and invited bids in accordance with Section 31.20(H) of the HMC; and

Whereas, the Public Works Director has prepared bid specifications for the work anticipated for the year 2022 and the work was bid in accordance with §3.05.060(H) of the HMC; and

Whereas, the following bids were received at 10:30 a.m. of March 24, 2022:

Company Total Base Bid

Milestone Contractors North, Inc. \$254,900.00

Rieth-Riley Construction Co., Inc. \$260,825.00



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F.H. Paschen, S.N. Nielsen & Associates, LLC \$294,825.00

Whereas, the Public Works Director has reviewed the bids and made recommendation for award based on the lowest responsive and responsible bid; and

Now, Therefore, Be it Ordered, by the Town Council of Highland, Indiana that

1. The bid for road materials and supplies (asphalt and milling), from Milestone Contractors North, Inc. be accepted in the Total Base Bid Amount of \$254,900.00 as the lowest responsive and responsible bid.
2. The Public Works Director is hereby authorized to execute agreements and all documents necessary to implement the work.

Duly, Passed and Ordered by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 28<sup>th</sup> day of March, 2022 having passed by a vote of 4 in favor and 0 opposed.

WORKS BOARD OF THE TOWN  
HIGHLAND, INDIANA

/s/ Bernie Zemen, President (IC 36-5-2-10)

Attest:

/s/ Mark Herak, Clerk Treasurer (IC 33-16-4-1; IC 36-5-6-5)

5. 2022-05 Works Board Order for Tree Service Quote with Documents: discussion. Councilman Schocke prefers a bidding process to the Town's official and established process for contracts under \$50,000.

Councilman Black moved, Councilman Sheeman seconded, the adoption of Works Board Order 2022-05. Councilmen Black, Sheeman, and Zemen voted affirmative. Councilman Schocke voted negative. Motion passed 3-1.

TOWN OF HIGHLAND  
BOARD OF WORKS

ORDER OF THE WORKS NO. 2022-05

AN ORDER OF THE WORKS BOARD ACCEPTING A QUOTE FROM DAVE'S TREE SERVICE FOR TREE REMOVAL AND TREE TRIMMING SERVICES FOR THE YEAR 2022 AS THE LOWEST RESPONSIVE AND RESPONSIBLE QUOTE

Whereas, the Town Council, as the Board of Works of the municipality, has deemed it necessary to solicit quotes for tree removal and tree trimming services throughout the Town; and

Whereas, the Town Council, pursuant to §3.05.030(A)(1)(a) of the HMC, serves as purchasing agency for the Public Works Department; and

Whereas, the purchase price exceeds \$15,000.00 and pursuant to §3.05.040(C) of the HMC requires the express approval of the purchasing agency; and

Whereas, the Public Works Director, pursuant to § 3.05.050(D)(1) of the HMC, serves as the

Purchasing Agent for the Public Works Department; and

Whereas, The Purchasing Agent, pursuant to §3.05.060(G) of the HMC, expected that the purchase, in aggregate, to be less than \$50,000 and invited quotes in accordance with Section §3.05.060(G) of the HMC; and

Whereas, the following quotes were received:

	Dave's Tree Service, Inc.	Russel's Tree Care**	Priced Rite Tree Service	Brian's Tree Service	Evans Tree Care
Tree Sizes	Price	Price	Price	Price	Price
6" to 11"	\$175	\$145	n/a	n/a	n/a
12" to 17"	\$260	\$275	n/a	n/a	n/a
18" to 23"	\$410	\$675	n/a	n/a	n/a
24" to 29"	\$550	\$775	n/a	n/a	n/a
30" to 35"	\$800	\$1,200	n/a	n/a	n/a
≥ 36"	\$1,680	\$2,000	n/a	n/a	n/a
Stump Grinding per inch	\$5	\$4	n/a	n/a	n/a
<u>Tree Trimming</u>					
12" to 24"	\$275	\$275	n/a	n/a	n/a
≥ 25"	\$400	\$375	n/a	n/a	n/a
<b>Total</b>	<b>\$ 4,555</b>	<b>\$ 5,724</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\*\*Russel's Tree Care conditioned his quote as follows:

Emergency Response:

Before 5 pm - \$500 + price based on size

After 5 pm - \$750 + price based on size

Storm Damage:

\$1,000 per 4 hours

Whereas, the Public Works Director has reviewed the quotes and made recommendation for award on the various classes of work based on being the lowest responsive and responsible quote.

Now, Therefore, Be it Ordered, by the Town Council of Highland, Indiana that:

1. That the quote for tree removal and tree trimming services from Dave's Tree Service, Inc., 1555 Park West Circle, Munster, Indiana, 46321 be accepted as the lowest responsive and responsible quote as follows:

Tree Removal

Diameter Breast Height Cost

6" to 11" \$175.00 each

12" to 17" \$260.00 each

18" to 23" \$410.00 each

24" to 29" \$550.00 each

30" to 35" \$800.00 each

≥ 36" \$1,680.00 each

Stump Removal \$5.00 per inch

Tree Trimming

Medium Trees (12" to 24") \$275.00 each (per tree)

Large Trees (>24") \$400.00 each (per tree)

2. The Public Works Director is hereby authorized to execute agreements and all documents necessary to implement the work.

Duly, Passed and Ordered by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 28th day of March, 2022 having passed by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ opposed.

Works Board of the Town  
Highland, Indiana  
/s/Bernie Zemen, President (IC 36-5-2-10)

Attest:

/s/Mark Herak, Clerk Treasurer (IC 33-16-4-1; IC 36-5-6-5)

6. 2022-06 Works Board Order to Purchase Police Vehicles. Discussion ensued regarding purchase of police vehicles.

Councilman Schocke moved, Councilman Black seconded, the adoption of Works Board Order 2022-06. Motion passed 4-0.

**Town of Highland  
Board of Works  
Order of the Works Board 2022-06**

**An Order Approving and Authorizing the Metropolitan Police Chief to Purchase and Lease/Purchase from Bozak Ford of Burns Harbor, IN through the State of Indiana (4) four 2022 Ford Police Interceptor Utility AWD Base pursuant to I.C. 5-22-8-2.**

**Whereas**, The Town of Highland Metropolitan Police Department, as part of its public duties, has a responsibility for patrol, public safety and protection of life and property throughout the Town of Highland and, from time to time, it is necessary to purchase and or lease materials and supplies in order to carry out the functions of the department; and

**Whereas**, The Metropolitan Police Chief has determined a need to replace certain equipment and supplies and has further determined the purchase price will be below \$150,000.00.

**Whereas**, The Metropolitan Police Chief has identified Bosak Ford of Burns Harbor, IN through the State of Indiana to be a desirable source vendor for the purchase of four (4) 2022 Ford Police Interceptor Utility AWD Base at price of \$32,872.00 each for a total of \$131,488.00 minus the three (3) trade-ins totaling \$9,500.00 for a total of **\$121,988.00**;

**Whereas**, The department will be purchasing two (2) vehicles outright for the price of \$32,872.00, minus the trade-in allowance for two (2) vehicles at \$5,500 a **net** total of **\$60,244.00**. The two (2) remaining units at a unit price of \$32,872 each, minus the trade-in allowance for one (1) at \$4,000.00 will be obtained via a Lease/Purchase, with the total purchase price being **\$61,744.00**, not including lease fees or interest;

**Whereas,** The price for the purchase exceeds \$15,000.00 and, pursuant to Section 3.05.040 (E) as well as Section 3.05.050 (B) as well as Section 3.05.060 F (1) (3) of the Highland Municipal Code, such purchase requires the express approval of the purchasing agency; and

**Whereas,** The Town Council as the Works Board of the Municipality, pursuant to Section 3.05.030 (A)(2) of the Highland Municipal Code serves as the purchasing agency for the Metropolitan Police Department; and

**Whereas,** The Metropolitan Police Chief, pursuant to Section 3.05.050 (D)(2) of the Highland Municipal Code, serves as the Purchasing Agent for the Metropolitan Police Department; and

**Whereas,** The Purchasing Agent, pursuant to Section 3.05.060 (F)(1) of the Highland Municipal Code, expected that the purchase would be at least \$50,000 and not more than \$150,000.00 and therefore could have solicited quotes from at least three (3) vendors known to deal in the lines or classes of supplies to be purchased;

**Whereas,** The Purchasing Agent, elected to seek formal bids pursuant to Section 3.05.060 (F)(1)(3) of the Highland Municipal Code, with bids opened and read aloud on March 21, 2022, in the Police Department's Community Room at 2:00 P.M., the results of such bids as follows:

- (A) Bozak Ford, 244 Melton Road, Burns Harbor, Indiana at a unit price Of **\$32,872.00** for four (4) vehicles, gross total price of \$131,488, minus three (3) trade-ins totally valued at \$9,500.00 and a total purchase price of \$121,988;
- (B) Feldman Automotive Group, 8333 Michigan Avenue, Detroit, MI at a unit price Of **\$35,200.00**, gross total price of \$140,800, minus three (3) trade-ins totally valued at \$17,000.00 and a total purchase price of \$123,800;

**Whereas,** The purchase of the vehicles will be supported by the Municipal Capital Cumulative Fund (MCCD), LOIT Fund, and a duly approved appropriation in the Metropolitan Police Department of the Corporation General Fund;

**Whereas,** The Town Council now desires to approve and authorize the Police Chief to complete the purchase pursuant to the terms and 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 Works Board hereby finds and determines that the offer from Bozak Ford, 244 Melton Road, Burns Harbor, Indiana to be the lowest responsive and responsible offer or having offered a unit price Of **\$32,872.00** for four (4) rendering a gross total price of **\$131,488**, to be adjusted by three (3) trade-ins totally valued at \$9,500.00 then rendering a total net purchase price of \$121,988; all pursuant to IC 5-22 and Section 3.05.060 (F)(3) of the Highland Municipal Code;

**Section 2.** That the Police Chief is authorized and approved to purchase from Bozak Ford of Burns Harbor two (2) 2022 Ford Police Interceptor Utility AWD Base at the price of \$32,872 for a preliminary total of \$65,744 minus the trade-ins of \$5,500.00, for a **net** total of **\$60,244.00**; all pursuant to IC 5-22 and Section 3.05.060 (F) (3) of the Highland Municipal Code;

**Section 3.** That the Police Chief is further authorized to purchase the remaining vehicles, from Bozak Ford, 244 Melton Road, Burns Harbor, Indiana two (two) 2022 Ford Police Interceptor Utility AWD Base priced at \$32,872 for a preliminary total of \$65,744 minus the trade-in allow of \$4,000.00, by way of lease/purchase for a **net** total of **\$61,744.00** excluding lease fees and interest, all pursuant to IC 5-22 and Section 3.05.060 (F) (3) of the Highland Municipal Code;

**Section 4.** That the Metropolitan Police Chief is now authorized and approved to execute the purchase agreement and any additional documents in order to implement this purchase and then file these documents as financial materials with the Office of the Clerk-Treasurer, pursuant to IC 36-5-4-14.

**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 28<sup>th</sup> day of March, 2022 having passed by a vote of 4 in favor and 0 opposed.

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

/s/Bernie Zemen, President (IC 36-5-2-10)

Attest:

/s/Mark Herak  
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5)

7. Ordinance 1765 Establishing the Policy by which Members of Boards and Commissions can participate by Electronic Means

Councilman Schocke moved, Councilman Black seconded, to consider Ordinance 1765 on first reading. Motion passed 4-0.

Councilman Schocke moved, Councilman Black seconded, to adopt Ordinance 1765 on first reading. Motion passed 4-0.

**ORDINANCE NO. 1765  
of the  
TOWN OF HIGHLAND, INDIANA**

**An Ordinance Establishing the Policy by which Members of Boards and Commissions of the Town of Highland may participate by Electronic Means of Communication.**

**WHEREAS**, P.L. 88-2021 (HEA 1437), SEC. 5, amended I.C. ss5-14-1.5-1, et. seq. (Act), effective April 20, 2021 by amending I.C. ss5-14-1.5-3.5 to prescribe new requirements by which members of the governing body of a public agency of a political subdivision may participate in a meeting by any electronic means of communication; and

**WHEREAS**, a member of the governing body may participate by means of communication that:

- allows all participating members of the governing body to simultaneously communicate with each other; and;
- except for a meeting that is an executive session, allows the public to simultaneously attend and observe the meeting;

**WHEREAS**, the Act requires the governing body to adopt a written policy establishing the procedures that apply to a member's participation in a meeting by an electronic means of communication and may adopt procedures that are more restrictive than the procedures established by I.C. ss5-14-1.5-3.5(d); and

**WHEREAS**, the Highland Town Council (hereinafter "Council") is the governing body of the Town of Highland, Indiana; and

**WHEREAS**, the written policy adopted herein shall apply to all boards and commissions appointed by, and under the jurisdiction of, the Council;

**NOW, THEREFORE, BE IT HEREBY ORDAINED** by the Town Council of the Town of Highland, Lake County, Indiana as follows:

**Section 1.**

- (a) The provisions of the Act, including definitions, apply to this Ordinance.
- (b) This Ordinance shall be known as the "Electronic Meetings Policy" of the Council and applies to the Council and any committee appointed directly by this Council or its presiding officer.

**Section 2.**

- (a) Subject to Sections 3 and 5, any member may participate in a meeting by any electronic means of communication that: (i) allows all participating members of the governing body to simultaneously communicate with each other; and (ii) other than a meeting that is in an executive session, allows the public to simultaneously attend and observe the meeting.
- (b) A member who participates by electronic means of communication: (i) shall be considered present for purposes of establishing a quorum; and (ii) may participate in final action only if the member can be seen and heard.
- (c) All votes taken during a meeting at which at least one member participates by an electronic means of communications must be taken by roll call vote.

**Section 3.**

- (a) At least fifty percent (50%) of the members must be physically present at a meeting at which a member will participate by means of electronic communication. Not more than fifty percent (50%) of the members may participate by electronic means of communication at the same meeting.
- (b) A member may not attend more than fifty percent (50%) of the meetings in a calendar year by an electronic means of communication, unless the member's electronic participation is due to:

- (1) military service;
- (2) illness or other medical condition;
- (3) death of a relative; or
- (4) an emergency involving actual or threatened injury to persons or property.

© A member may attend two (2) consecutive meetings (a set of meetings) by electronic communication. A member must attend at least one (1) meeting between sets of meetings that the member attends by electronic communication, unless the member's absence is due to:

- (1) military service;
- (2) illness or other medical condition;
- (3) death of a relative; or
- (4) an emergency involving actual or threatened injury to persons or property.

**Section 4.** The minutes or memoranda of a meeting at which any member participates by electronic means of communication must:

- (a) identify each member who:
    - (1) was physically present at the meeting;
    - (2) participated in the meeting by electronic means of communication; and
    - (3) was absent; and
  - (b) identify the electronic means of communication by which:
    - (1) members participated in the meeting; and
    - (2) members of the public attended and observed the meeting if the meeting was not an executive session.
- © Exhibit 1 shall be used as a Virtual Meeting Attendance Sheet and be incorporated as part of the minutes or memorandum.

**Section 5.** No member of the Council may participate by means of electronic communication in a meeting at which the Council may take final action to:

- (a) adopt a budget;
- (b) make a reduction in personnel;
- (c) initiate a referendum;
- (d) impose or increase a fee;
- (e) impose or increase a penalty;
- (f) exercise the Council's power of eminent domain; or
- (g) establish, impose, raise or renew a tax.

**Section 6.**

- (a) If an emergency is declared by:
  - (1) the governor under I.C. ss10-14-3-12; or
  - (2) the Town Council president under I.C. ss10-14-3-29;

members are not required to be physically present for a meeting until the emergency is terminated.

(b) Members may participate in a meeting by any means communication provided that:

- (1) At least a quorum of the members participate in the meeting by means of electronic communication or in person.
- (2) The public may simultaneously attend and observe the meeting unless the meeting is in an executive.
- (3) The minutes or memoranda of the meeting must comply with Section 4 of this Ordinance.
- (4) Exhibit 1 shall be used as a Virtual Meeting Attendance Sheet and be incorporated as part of the minutes or memorandum.

© All votes taken during a meeting at which at least one member participates by an electronic means of communication must be taken by roll call vote.

**Section 7.** This ordinance shall become and be in full force and effect from and after its passage and adoption upon its signature by the executive in the manner prescribed by IC 36-5-2-10(a).

**DULY ORDAINED and ADOPTED** this 28th day of March 2022 by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of \_\_\_ in favor \_\_\_ opposed.

TOWN COUNCIL of the TOWN of  
HIGHLAND, INDIANA

/s/Bernie Zemen, President (IC 36-5-2-10)

*Attest:*

/s/Mark Herak  
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5; IC 36-5-2-10.2)

## 8. Arbor Day Proclamation 2022

Councilman Schocke moved the council authorize Council President Zemen sign the Arbor Day Proclamation on behalf of the Town of Highland. Councilman Sheeman seconded. Motion passed 4-0

### TOWN OF HIGHLAND PROCLAMATION OF the TOWN EXECUTIVE

#### A PROCLAMATION RECOGNIZING FRIDAY, APRIL 29, 2022 AS ARBOR DAY IN HIGHLAND AND APRIL 24 THROUGH APRIL 29 AS TREE PLANTING WEEK

**Whereas,** In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees;



- Whereas,** Trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air and storm water, produce life-giving oxygen, and provide habitat for wildlife;
- Whereas,** Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products;
- Whereas,** Trees in our town increase property values, enhance the economic vitality of business areas, and beautify our community;
- Whereas,** Trees, wherever they are planted, are a source of joy and spiritual renewal; and,
- Whereas,** On Arbor Day and during tree planting times, the Tree Board, community partners, families and friends join together to celebrate the benefits of trees and to recognize the unique beauty of our trees, which provide a lasting impression on visitors and memories for residents,

**Now, Therefore,** I, Bernie Zemen by virtue of the authority vested in me as President of the Town Council of the Town of Highland, Lake County, Indiana, now hereby proclaim and designate **Friday, April 29, 2022**, as **ARBOR DAY** in the Town of Highland the week of April 24 through April 29 as **TREE PLANTING Week**;

**Be it Further Proclaimed,** That , I urge all Highland residents to celebrate Arbor Day and to support efforts to protect our trees and urge all residents to acquire and plant a tree.

**In Witness Whereof,** I have hereunto set my hand and caused the Corporate Seal to be affixed at the Highland Municipal Building this 28<sup>th</sup> day of March in the year 2022.

TOWN of HIGHLAND, INDIANA  
BY ITS TOWN COUNCIL PRESIDENT

/s/BERNIE ZEMEN



Attest:

/s/Mark Herak, **Clerk-Treasurer**

*(Print optimized at 76%)*

**COMMENTS or REMARKS from the TOWN COUNCIL (GOOD of the ORDER)**

Police Chief Hojnicky asked for a sense of the council regarding a Bodycam Grant due by Wednesday. Clerk-Treasurer Herak had researched the budget regarding this line. Fire Chief Timmer graciously offered to allow the Police Department to use part of the 2022 Fire Department budget for this purchase.

Fire Chief Timmer praised his team for a specific response on Ridge. Secretary has accepted offer and will begin work April 11.

Contracted Redevelopment Chair Kathy Deguilio-Fox updated Council on several matters pertaining to Redevelopment including insurance and legal filings. Quotes on welcome to Highland sign. Eight restaurants participating in the restaurant crawl.

Parks Department Chair Alex Brown updated Council on Parks matters. Park Board meeting will have many important matters. Baseball, softball, soccer are starting soon. Dewinterizing has begun. Waiting on quotes for solar lights on walking path. AV system at Lincoln Center is up and running.

Public Works Department Chair Mark Knesek will begin branch collection and leaf collection. Put leaves in parkway, not street, and leaf truck will collect for two weeks.

Clerk-Treasurer Herak advised all department heads to look at energy and gasoline costs. CT Herak also recommended Council, Department Heads, and Chiefs review roles and plans for disasters. Chief Timmer advised all should have a copy of the plan and familiarize themselves with their roles. CT Herak talked briefly about Cyber-security.

#### COMMENTS FROM THE PUBLIC

Eric and Kathy Mlodecki presented proof of Athletic Performance Factory either knowingly or without owner knowledge repeated violating the terms of their business license. Building Department Head Ken Mika will follow up with the business owner.

Lawrence Kondrat reviewed Clerk-Treasurer Herak's impressive resume and qualifications. Then he objected to Councilman Sheeman's proposal of a fee for residing in Highland.

#### ACTION TO PAY ACCOUNTS

There being no further comments from the public, Councilor Schocke moved to allow the vendors accounts payable vouchers as filed on the pending accounts payable docket, covering the period March 16 to March 29, 2020 2020 in the amount of \$533,32974. Payroll Docket for the payday of March 11, 2022 in the amount of \$237,622.87. Councilor Black 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, and for all remaining invoices, the Clerk-Treasurer was authorized to make payment.

Adjournment of Plenary Meeting. There being no further business on the agenda, the Town Council President adjourned the regular plenary meeting of the Town Council of Monday, March 28, 2022 at 8:42pm O'clock p.m.



**Town of Highland  
Board of Works  
Order of the Works Board 2022-07**

**An Order Approving and Authorizing the Purchase of Certain Public Safety Communications Equipment, as Identified by the Metropolitan Police Chief, from Motorola Solutions, Inc., of Allen, Texas and finding it to be a Special Purchase pursuant to I.C. 5-22 and Chapter 3.05 of the Municipal Code.**

**Whereas,** The Town of Highland Metropolitan Police Department, as part of its public duties, has a responsibility for patrol, public safety and protection of life and property throughout the Town of Highland and, from time to time, it is necessary to purchase and or lease materials and supplies in order to carry out the functions of the department; and

**Whereas,** The Metropolitan Police Chief has determined a need to replace certain equipment and supplies and has further determined the purchase price will be below \$150,000.00;

**Whereas,** The Metropolitan Police Chief has identified Motorola Solutions, Inc., of Allen, Texas to be the desirable source vendor for the purchase forty-four (44) wearable cameras, with magnetic chest mounts and accessories (Project Name (44) V300 EL5 per quote CPE-0141-04) at a total purchase price of \$103,340.00;

**Whereas,** The price for the purchase exceeds \$15,000.00 and requires express approval of the purchasing agency pursuant to Section 3.05.040 (D) as well as, Section 3.05.040 (E) of the Highland Municipal Code; and

**Whereas,** The Town Council as the Works Board of the Municipality, pursuant to Section 3.05.030 (A)(2) of the Highland Municipal Code serves as the purchasing agency for the Metropolitan Police Department; and

**Whereas,** The Metropolitan Police Chief, pursuant to Section 3.05.050 (D)(2) of the Highland Municipal Code, serves as the Purchasing Agent for the Metropolitan Police Department; and

**Whereas,** The Purchasing Agent, believes that this purchase qualifies as a special purchase to be made without soliciting bids or proposals because in this instance (1) the compatibility of equipment, accessories or replacement parts is a substantial

consideration in this purchase and (2) only one source meets the department's reasonable requirements, which is the source recommended for this purchase;

**Whereas,** The Purchasing Agent, for the rationale stated herein, elects to purchase without resort to soliciting quotes or bids pursuant to IC5-22-10 and Section 3.05.065 (I) of the Highland Municipal Code;

**Whereas,** The purchase of the wearable cameras, with magnetic chest mounts and accessories will be supported by an appropriation anticipated to be approved and adopted in the Public Safety Income Tax Fund and a grant from Indiana Department of Homeland Security, Indiana Local Body Camera in the amount of (\$32,000);

**Whereas,** The Town Council now desires to approve and authorize the Police Chief to complete the purchase pursuant to the terms and 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 Works Board hereby authorizes and approves the purchase from Motorola Solutions, Inc., of Allen, Texas as a desirable source vendor for the purchase of forty-four (44) wearable cams, with chest mounts and accessories as set forth in quote, which is attached as an exhibit to and made part of this order at a total purchase price of \$103,340.00;

**Section 2.** That the Works Board hereby finds and determines the following:

- (A) That Motorola Solutions 412 E. Exchange, Allen, Texas a sole source to meet the police departments reasonable requirements for this purchase;
- (B) That this purchase, the compatibility of equipment, accessories or replacement parts is a substantial consideration; and,
- (C) That the forgoing rational, this purchase qualifies as a special purchase pursuant to IC5-22-10 et seq. and HMC Section 3.05.065(I); and,

**Section 3.** That the Metropolitan Police Chief is now authorized and approved to execute the purchase agreement and any additional documents in order to implement this purchase and then file these documents as financial materials with the Office of the Clerk-Treasurer, pursuant to IC 36-5-4-14.

**Be It So Ordered.**

**DULY PASSED and ORDERED** this 11th Day of April by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, and having been passed by a vote of 5 in favor and 0 opposed.

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

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Bernie Zemen, President (IC 36-5-2-10)

Attest:

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Mark Herak  
Clerk-Treasurer (IC 33-16-4-1;IC 36-5-6-5)

**TOWN OF HIGHLAND  
BOARD OF WORKS  
ORDER OF THE WORKS NO. 2022-08**

**AN ORDER OF THE WORKS BOARD ACCEPTING A PROPOSAL FROM DEAN'S LAWN  
& LANDSCAPING FOR DOWNTOWN HIGHLAND LANDSCAPE SERVICES FOR THE  
YEAR 2022 AS THE LOWEST RESPONSIVE AND RESPONSIBLE QUOTE**

**Whereas**, the Town Council, as the Board of Works of the municipality, has deemed it necessary to solicit proposals for landscape services in Downtown Highland and at three (3) Welcome to Highland sign planters; and

**Whereas**, the Town Council, pursuant to §3.05.030(A)(1)(a) of the HMC, serves as purchasing agency for the Public Works Department; and

**Whereas**, the purchase price exceeds \$15,000.00 and pursuant to §3.05.040(C) of the HMC requires the express approval of the purchasing agency; and

**Whereas**, the Public Works Director, pursuant to § 3.05.050(D)(1) of the HMC, serves as the Purchasing Agent for the Public Works Department; and

**Whereas**, The Purchasing Agent, pursuant to §3.05.060(G) of the HMC, expected that the purchase, in aggregate, to be less than \$50,000 and invited quotes in accordance with Section §3.05.060(G) of the HMC; and

**Whereas**, the following quotes were received:

<u>Bidder</u>	<u>Proposal</u>
C & T Lawn & Landscape	\$41,666.00
Angotti Landscaping	\$41,096.00
Dean's Lawn & Landscaping	\$34,390.00
Allen Landscape in Highland, LLC.	NR
Choice Landscaping, LLC.	NR
Matt's Lawn Care & Landscaping	NR

**Whereas**, the Public Works Director has reviewed the quotes and made recommendation for award on the various classes of work based on being the lowest responsive and responsible quote.

**Now, Therefore, Be it Ordered**, by the Town Council of Highland, Indiana that:

1. That the quote for Downtown Highland Landscape Services for the year 2022 from Dean's Lawn & Landscaping, Inc., 238 Kennedy Ave., Schererville, Indiana, 46375 be accepted as the lowest responsive and responsible quote as follows:

<u>Task</u>	<u>Freq./Unit</u>	<u>Per Each</u>	<u>Total</u>
Spring Clean-up	1	\$2,850.00	\$ 2,850.00
Hardwood Mulch	1	\$5,300.00	\$ 5,300.00
Plant Annual Flowers (per flat)	60	\$ 33.50	\$ 2,010.00
Summer Trimming	1	\$3,450.00	\$ 3,450.00
Fall Trimming	1	\$1,900.00	\$ 1,900.00
Fall Clean-up	1	\$2,850.00	\$ 2,850.00
Weeding	12	\$1,040.00	\$12,480.00
Blow Sidewalks	6	\$ 450.00	\$ 2,700.00
Addendum No. 1 (Mulch and Soil Removal per Sq Ft)	1,000	\$ 0.85	\$ 850.00

2. The Public Works Director is hereby authorized to execute agreements and all documents necessary to implement the work.

**Duly, Passed and Ordered** by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 25th day of April, 2022 having passed by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ opposed.

**Works Board of the Town  
Highland, Indiana**

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Bernie Zemen, President (IC 36-5-2-10)

Attest:

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Mark Herak, Clerk Treasurer (IC 33-16-4-1; IC 36-5-6-5)



2022 Downtown Landscape Bid Proposal's

Task	Freq./Unit	Dean's Lawn & Landscaping		Angotti Landscaping		C & T Lawn & Landscape		Allen Landscape in Highland,		Choice Landscaping, LLC.		Matt's Lawn Care & Landscaping	
		Per Each	Total	Per Each	Total	Per Each	Total	Per Each	Total	Per Each	Total	Per Each	Total
Spring Clean-up	1	\$2,850.00	\$2,850.00	\$3,106.00	\$3,106.00	\$1,848.00	\$1,848.00	NR	NR	NR	NR	NR	NR
Hardwood Mulch	1	\$5,300.00	\$5,300.00	\$5,777.00	\$5,777.00	\$13,330.00	\$13,330.00	NR	NR	NR	NR	NR	NR
Plant Annual Flowers (per flat)	60	\$33.50	\$2,010.00	\$30.52	\$1,831.00	\$56.00	\$3,360.00	NR	NR	NR	NR	NR	NR
Summer Trimming	1	\$3,450.00	\$3,450.00	\$3,755.00	\$3,755.00	\$2,310.00	\$2,310.00	NR	NR	NR	NR	NR	NR
Fall Trimming	1	\$1,900.00	\$1,900.00	\$2,071.00	\$2,071.00	\$2,310.00	\$2,310.00	NR	NR	NR	NR	NR	NR
Fall Clean-up	1	\$2,850.00	\$2,850.00	\$3,107.00	\$3,107.00	\$1,848.00	\$1,848.00	NR	NR	NR	NR	NR	NR
Weeding	12	\$1,040.00	\$12,480.00	\$1,309.82	\$15,718.00	\$924.00	\$11,088.00	NR	NR	NR	NR	NR	NR
Blow Sidewalks	6	\$450.00	\$2,700.00	\$546.80	\$3,281.00	\$462.00	\$2,772.00	NR	NR	NR	NR	NR	NR
Addendum No. 1 (Mulch and Soil Removal Per SqFt)	1,000	\$0.85	\$850.00	\$2.45	\$2,450.00	\$2.80	\$2,800.00	NR	NR	NR	NR	NR	NR
<b>Total Cost</b>			<b>\$34,390.00</b>		<b>\$41,096.00</b>		<b>\$41,666.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>

**PERFORMANCE AGREEMENT**

Town of Highland - Town Council  
3333 Ridge Road  
Highland, IN 46322

Date: \_\_\_\_\_, 2022

Entertainer:  
Band Name: Crossthreads  
Address: 2815 Norman Street  
City, State Zip: Highland, IN 46322  
Phone: \_\_\_\_\_

For:  
Fourth of July Festival at Main Square  
3001 Ridge Road, Highland, IN 46322  
Date: 07/01/22 Time: \_\_\_\_\_  
Mark Herek – Clerk Treasurer  
Phone: (219) 781-7598

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**Description**

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This agreement is for the personal services of performers on the engagement described below, is made on \_\_\_\_\_, 2022 between Town of Highland - Town Council (hereinafter "Purchaser") and Crossthreads (hereinafter "Artist").

1. Name and address of place of performance: Main Square Gazebo, 5<sup>th</sup> & Ridge Road, Highland, IN 46322.
2. Date of Performance: July 1, 2022
3. Performance time: \_\_\_\_\_
4. Contact: Mike Giordano
5. Type of Event: Fourth of July Festival Entertainment
6. Sound System and Lighting will be provided by: Town of Highland – Town Council
7. Special provisions: None
8. Contract price: \$400.00, flat guarantee, made payable to Mike Giordano after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, the full amount is due to the Artist. If the engagement is cancelled by the Artist for any reason other than an Act of God, they are to provide alternate entertainment.
10. No Reliance on Outside Representations. The Parties represent and warrant that in making their decision to enter into this Agreement they have been represented by their own counsel and that they have not, except as herein stated, relied upon any express or implied representations of the other's agents or representatives concerning any matter related to this Agreement. The Parties acknowledge that they either: (a) have fully obtained whatever information and advice they desire regarding the effect of this Agreement; or (b) are willing to go forward with this Agreement without that information or advice and to assume whatever risks that decision may entail.



## TOGETHER PRODUCTIONS

8541 Madison Avenue, Munster, Indiana 46321 (219) 789-2691

This Contract for the personal services of musicians on the engagement described below is made this \_\_\_\_ day of April, 2022, between the undersigned purchaser of music (herein called the "Purchaser") and the undersigned musician or musicians on the terms and conditions stated below.

1. **Name and Address of Place of Engagement:** Highland Festival, Main Square Park, 3001 Ridge Road, Highland, Indiana 46322.
2. **Date(s), Starting and Finishing Time of Engagement:** Thursday, June 30, 2022.  
Show: 9:00 p.m. to 10:30 p.m.
3. **Type of Engagement:** Festival.
4. **Compensation Agreement Upon:** \$2,500.00 plus Employer provides complete sound and light systems.
5. **Purchaser Will Make Payments as Follows:** On night of performance.
6. **No Recordings:** No performance on the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Employee relating to and permitting such recording, reproduction or transmission. If the Employer breaches this contract, he shall pay the musicians in addition to damages, 6% interest thereon plus attorney fees.
7. **Force Majeure:** The agreement of the musicians to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control.
8. **No Reliance on Outside Representations:** The Parties represent and warrant that in making their decision to enter into this Agreement they have been represented by their own counsel and that they have not, except as herein stated, relied upon any express or implied representations of the other's agents or representatives concerning any matter related to this Agreement. The Parties acknowledge that they either: (a) have fully obtained whatever information and advice they desire regarding the effect of this Agreement; or (b) are willing to go forward with this Agreement without that information or advice and to assume whatever risks that decision may entail.
9. **Binding Effect:** This Agreement will be binding on the parties and will inure to the benefit of and bind their respective heirs, personal representatives, successors and assigns.
10. **Attorneys' Fees:** In any action brought by any party to enforce the obligations of the other party or parties under this Agreement, the prevailing party will be entitled to collect

such party's or parties' reasonable outside counsel fees, costs and other litigation expenses in such action. The prevailing party is the party who receives substantially the relief sought by said party, whether by final un-appealable order, dismissal or settlement, including any mediation or arbitration.

11. **Severability:** If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision agreed to by the parties that is similar in terms to such provision as is possible that is legal, valid and enforceable.
12. **Headings:** The headings used in this Agreement are for ease in reference only and are not intended to affect the interpretation of this Agreement in any way.
13. **Counterpart Execution:** This Agreement may be executed in multiple counterparts with the same effect as if the parties had signed the same document. All counterparts will be construed together and will constitute one agreement. This document will not be binding on or constitute evidence of a contract among the parties until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to each other party to this Agreement.
14. **Governing Law, Venue & Jurisdiction:** This Agreement is being executed, delivered and is intended to be performed in Lake County, Indiana, and the substantive laws of Indiana will govern the validity, construction and enforcement of this Agreement. This Agreement is to be construed according to the laws of the State of Indiana applicable to contracts and workmanship to be performed entirely within the State of Indiana. The parties irrevocably and unconditionally consent to the venue and jurisdiction (both subject matter and personal) of any Indiana State Court sitting in Lake County, Indiana, in any action brought to enforce the terms of this Agreement. The parties irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

WHEREFORE, the Parties hereunto set their hands and seals on the dates written below:

Town of Highland – Town Council

Together Productions

\_\_\_\_\_  
Bernie Zemen, President  
3333 Ridge Road, Highland, IN 46322  
Mark Herek, Clerk/Treasurer  
Phone: (219) 781-7598  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Ray Flores  
8541 Madison Avenue, Munster, IN 46321  
Phone: (219) 789-2691  
Dated: \_\_\_\_\_

Artist: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Dated: \_\_\_\_\_

## AGREEMENT FOR BAND PERFORMANCE

This AGREEMENT: is entered into on this April \_\_\_\_, 2022, by and between Sapphire Entertainment (hereinafter "Agent") and The Town of Highland (hereinafter "Purchaser").

WHEREAS: Purchaser desires to hire the services of Agent for Dick Diamond & The Dusters, (hereinafter "Act") under the following terms and conditions:

**1. PERFORMANCE DETAILS:**

- a. Venue/Fest Name: Town of Highland's 4<sup>th</sup> of July Festival
- b. Address: Main Square Park Gazebo, 3001 Ridge Road, Highland, IN 46322
- c. Performance Date: Saturday, July 2, 2022
- d. Time/Schedule: 9:00 PM – 10:30 PM
- e. Production Inclusions: Venue provides sound, staging, lighting, and house engineer.

**2. FEES:**

- a. Entertainment Fee: \$2,500.00
- b. Deposit: \$625.00
- c. Balance: \$1,875.00

**3. GOVERNING LAW:** This Agreement, and any Addendum, shall be governed by and construed in accordance with the laws of the State of Indiana.

**4. CANCELLATION:** Cancellation of the Band, Performance, or this Agreement, for any reason, other than which is specified herein, or mutually agreed upon, shall result in the forfeiture of any deposits paid.

**5. PAYMENTS/DEPOSITS:** All payments and/or deposits shall be payable to Sapphire Entertainment 1309 121<sup>st</sup> Street, Whiting, Indiana 46394. All deposits are non-refundable. All balances due shall be paid to Agent's representative once band members have completed their setup.

**6. FORCE/MAJEURE:** Agent's obligations to furnish the entertainment specified herein is subject to the postponement of cancellation by reason(s) of an event of Force Majeure. This includes but is not limited to illness, sickness, injury, detention resulting from inability to obtain reasonable means of transportation, riot, civil strife, emergencies, strike or other forms of labor difficulties, epidemics, an act or order of the public authority or court, acts of God, acts of terror, and/or similar circumstances beyond Agent's reasonable control including but not limited to electrical conditions, or weather conditions whereby Agent renders the performance impossible, dangerous, hazardous or unsafe.

**7. BRAND/MARKETING:** For marketing purposes, purchaser is only permitted to use images available at <http://www.dickdiamond.net/press.kit/>. Other images, namely older images, are not permitted.

**8. COVID-19:** Agent will provide special provisions for cancellations made within 7 days of the scheduled Performance as a result of the Performance being deemed unsafe or unlawful by any local, county, state or federal mandate and/or executive order due to COVID-19 and any local metrics. Agent will honor the terms herein, as well as the deposit, for a period of 12 months from

the date of the originally scheduled Performance. Rescheduled dates are subject to Band's availability.

Purchaser is required to be knowledgeable of all COVID-19 requirements, mandates and/or capacity limits, and shall be financially responsible for any related fines and/or citations issued to the Agent and/or Band members.

Purchaser is required to ensure that all staff, patrons and guest remain 10 feet from the performance area at all times, and that all staff, patrons and guests follow any applicable mask mandates.

9. **EXECUTION:** This Agreement shall be signed by an officer or duly authorized member, and returned to Agent, accompanied by payment for any deposit stipulated herein, within 30 days. Any contract or deposit not received within 30 days shall void this Agreement.
10. **NO RELIANCE ON OUTSIDE REPRESENTATIONS:** The Parties represent and warrant that in making their decision to enter into this Agreement they have been represented by their own counsel and that they have not, except as herein stated, relied upon any express or implied representations of the other's agents or representatives concerning any matter related to this Agreement. The Parties acknowledge that they either: (a) have fully obtained whatever information and advice they desire regarding the effect of this Agreement; or (b) are willing to go forward with this Agreement without that information or advice and to assume whatever risks that decision may entail.
11. **BINDING EFFECT:** This Agreement will be binding on the parties and will inure to the benefit of and bind their respective heirs, personal representatives, successors and assigns.
12. **ATTORNEYS' FEES:** In any action brought by any party to enforce the obligations of the other party or parties under this Agreement, the prevailing party will be entitled to collect such party's or parties' reasonable outside counsel fees, costs and other litigation expenses in such action. The prevailing party is the party who receives substantially the relief sought by said party, whether by final un-appealable order, dismissal or settlement, including any mediation or arbitration.
13. **SEVERABILITY:** If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision agreed to by the parties that is similar in terms to such provision as is possible that is legal, valid and enforceable.
14. **HEADINGS:** The headings used in this Agreement are for ease in reference only and are not intended to affect the interpretation of this Agreement in any way.
15. **COUNTERPART EXECUTION:** This Agreement may be executed in multiple counterparts with the same effect as if the parties had signed the same document. All counterparts will be construed together and will constitute one agreement. This document will not be binding on or constitute evidence of a contract among the parties until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to each other party to this Agreement.



16. **GOVERNING LAW, VENUE & JURISDICTION:** This Agreement is being executed, delivered and is intended to be performed in Lake County, Indiana, and the substantive laws of Indiana will govern the validity, construction and enforcement of this Agreement. This Agreement is to be construed according to the laws of the State of Indiana applicable to contracts and workmanship to be performed entirely within the State of Indiana. The parties irrevocably and unconditionally consent to the venue and jurisdiction (both subject matter and personal) of any Indiana State Court sitting in Lake County, Indiana, in any action brought to enforce the terms of this Agreement. The parties irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

17. **REPRESENTATIVES:**

Agent's Representative: Jeffrey P. Gajewski  
Sapphire Entertainment  
1309 121<sup>st</sup> Street, Whiting, IN 46394  
Cell: (219) 201-2513  
Email: [booking@dickdiamond.net](mailto:booking@dickdiamond.net)

Band/Artist: Dick Diamond & the Dusters  
Address \_\_\_\_\_  
City State Zip \_\_\_\_\_  
Phone # \_\_\_\_\_  
Email: \_\_\_\_\_

Purchaser's Representative: Bernie Zemen  
3333 Ridge Road, Highland, IN 46322  
Mark Herak, Clerk/Treasurer Phone: (219) 781-7598  
Email: [bzemen@highland.in.gov](mailto:bzemen@highland.in.gov)

IN WITNESS WHEREOF: The parties herein have caused this Agreement to be executed on the date first written above.

Town of Highland - Town Council

Sapphire Entertainment

By: \_\_\_\_\_  
Bernie Zemen, President

By: \_\_\_\_\_  
Jeffrey P. Gajewski

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Dick Diamond & The Dusters

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Dated: \_\_\_\_\_

## PERFORMANCE AGREEMENT

THIS CONTRACT (the "Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Execution Date") BETWEEN Town of Highland ("Client") of the First part and Amber Anders and Leo Lopez (individually and collectively known as the "Performer") of the Second Part.

### **Background:**

- A. The Performer is a professional entertainment group known as "High Street".
- B. The Client wishes to engage the Performer subject to the terms and conditions as follows:

**IN CONSIDERATION OF** and as a condition of the Client hiring the Performer and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement agree as follows:

1. **Business Address of the Performer:** Agreements made by the Performer must be signed and approved by all group members. Any payments by check for money order should be made out to Leo Lopez. The Performer's business address is as follows:

Address: 1969 Jefferson Street  
City State Zip: \_\_\_\_\_  
Telephone: (219) 588-7513  
Email: [leo@lakland.com](mailto:leo@lakland.com)

2. **Business Address of the Client:** The client's business address is as follows:  
Town of Highland – Town Council  
3333 Ridge Road, Highland, IN 46322  
Phone: (219) 781-7598 – Mark Herek – Clerk Treasurer  
Email: [mherak@highland.in.gov](mailto:mherak@highland.in.gov)

3. **Venue:** The place of performance (the "Venue" is located at):  
Town of Highland's 4<sup>th</sup> of July Festival  
Main Square Park Gazebo, 3001 Ridge Road, Highland, IN 46322

4. **Performance:** The entertainment to be provided by the Performer is generally described as Musical Act (the "Performance").

5. **Date and Time of Performance:** The Performance will consist of one show on the date and between the times indicated in the table below and the Venue will be available for set-up and sound check at the date and time also indicated in the table:

Set-up Time and Date:	July 2, 2022
Date of Show:	July 2, 2022
Start Time:	7:00 p.m.
End Time:	8:30 p.m.

6. **Payment:** In full consideration for all services rendered by the Performer at the Performance, the Client agrees to pay the Performer a fixed fee of \$1,200 USD (the "Fee").

7. **Performer Expenses:** The performer agrees that the Fee is inclusive of all expenses, accommodations, holiday entitlements, traveling expenses to and from the Venue and covers any costs whatsoever incurred by any of the members individually or collectively as a group, except as expressly provided in this Agreement.

8. **Payment of Balance:** Promptly after the last show on the final date of the Performance, the Client will pay to the Performer any outstanding balance of the Fee in cash, money order, certified check, or online payment.

9. **Cancellation By Performer:** The Performer reserves the right to cancel this Agreement without obligation upon written notice to the Client prior to April 30, 2022.

10. **Cancellation By Client:** The Client reserves the right to cancel this Agreement without obligation upon written notice to the Performer prior to May 31, 2022. Cancellation by the Client later than May 31, 2022 will require payment of the full Fee.

11. **Non-performance by the Client:** Those obligations of the Client required to be met prior to the Performance are conditions precedent which must be satisfied in full by the Client before the Performer is required to perform unless otherwise agreed to by all parties in writing. If the Client cancels or postpones the Performance, or any show comprising the Performance, without proper notice or fails to make any payment or fails to perform any other condition precedent as required by this Agreement then the Client will be in breach of this Agreement and the Performer will have no further obligations under this Agreement.

12. **Security Deposit:** The Performer will not be required to post a security deposit against any or all possible damages related to or arising from the Performance.

13. **Force Majeure:** Neither the Performer nor the Client will be held liable for any failure to perform its obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labor difficulties or strike, inclement weather, epidemic, interruption or delay of transportation service, acts of God, or any other legitimate cause beyond the reasonable control of the Performer and the Client.

14. **Sickness and Accidents:** The Performer agrees to meet its obligations under this Agreement subject to legitimate incapacity by sickness or accident.

15. **No Recording of the Performance:** Recording or transmitting of the Performance by anyone through any means whatsoever will not be allowed under this Agreement. It is the responsibility of the Client to enforce this provision.

16. **Merchandising:** The Performer may offer CDs, tapes and other such items for sale at the Performance. The Client will provide a suitable area within reasonable visibility and accessibility to facilitate merchandising.

17. **Exclusivity:** The Performer will perform exclusively for the Client throughout the actual period of services of this Agreement unless otherwise provided by the Client in writing. The Performer at the time of signing this Agreement will not be under any contract to a third party that might preclude the Performer from fulfilling the requirements of this Agreement.

18. **Indemnification:** The Performer is responsible only for its own conduct. The Performer will be compensated by the Client for any and all damage done to the Performer's equipment by the Client, its agents or guests. The Client indemnifies and holds the Performer harmless for any and all property damage or personal injury that results from or is related to the Performance that is not directly caused by the Performer.

19. **Permits:** The Client warrants and represents that it has obtained any and all permits, approvals, licenses and variances necessary for the Performance.

20. **Security:** The Client will take reasonable precautions for the safety of the Performer and the Performer's equipment during all aspects of the Performance and at all times while the Performer and the Performer's equipment is on the Venue premises. The Client is also responsible for ensuring that only the Performer and its designated technicians and representatives are allowed on stage or in the backstage area.

21. **Picket Lines:** The Performer will not be required to cross a picket line established by a labor organization at the Venue nor will the Performer be disciplined, or this Agreement be considered or deemed breached by the Performer, be reason of the Performer's refusal to cross such picket line.

22. **Covenant of Good Faith and Fair Dealing:** The Client and the Performer agree to perform their obligations under this Agreement, in all respects, in good faith.

23. **Additional Clauses:** Lights, PA System, and Sound Engineer will be provided by the Client.

#### **Miscellaneous Terms:**

24. Time is of the essence in this Agreement.

25. This Agreement may be executed in counterpart. Facsimile signatures are binding and are considered to be original signatures.

26. No part of the Performance may consist of acts in violation of any local laws, codes, statutes, ordinances, regulations, rules or any other requirements including building and fire regulations. If the Performer violates this section, the Client may immediately cancel the Performance and this Agreement.

27. The Performer's representative warrants that by signing this Agreement it has authority to bind the Performer to the terms and conditions of this Agreement.

28. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

29. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or enforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

30. This Agreement contains the entire agreement between the parties and cannot be changed except by written instrument subsequently executed by the parties to this Agreement. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made to the Client by the Performer, or to the Performer by the Client, in the negotiation stages of this Agreement may in some way be inconsistent with the final written contract. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

31. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Performer's successors, assigns, executors, administrators, beneficiaries, and representatives, and the Client's successors and assigns.

32. The Performer specially warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. The Performer indemnifies the Client for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the Performance.

33. The Client will be responsible for providing suitable power and electricity for the Performance.

34. It is the intent of the parties to this Agreement that the Performer is an independent contractor and will control the manner and means of the Performance. The Client will control the scheduling of the Performance. The Performer is not an employee of the Client. The exclusive nature of this Agreement is limited to the duration of the Performance and it is expected that the Performer will enter other similar agreements with other clients.

35. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven days after being placed in the mail, postage prepaid, to the parties at the respective addresses contained in this Agreement or as the parties may later designate in writing.

36. No Reliance on Outside Representations. The Parties represent and warrant that in making their decision to enter into this Agreement they have been represented by their own counsel and that they have not, except as herein stated, relied upon any express or implied representations of the other's agents or representatives concerning any matter related to this Agreement. The Parties acknowledge that they either: (a) have fully obtained whatever information and advice they desire regarding the effect of this Agreement; or (b) are willing to go forward with this Agreement without that information or advice and to assume whatever risks that decision may entail.

37. Binding Effect: This Agreement will be binding on the parties and will inure to the benefit of and bind their respective heirs, personal representatives, successors and assigns.

38. Attorneys' Fees: In any action brought by any party to enforce the obligations of the other party or parties under this Agreement, the prevailing party will be entitled to collect such party's or

parties' reasonable outside counsel fees, costs and other litigation expenses in such action. The prevailing party is the party who receives substantially the relief sought by said party, whether by final un-appealable order, dismissal or settlement, including any mediation or arbitration.

39. Severability: If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision agreed to by the parties that is similar in terms to such provision as is possible that is legal, valid and enforceable.

40. Headings: The headings used in this Agreement are for ease in reference only and are not intended to affect the interpretation of this Agreement in any way.

41. Counterpart Execution: This Agreement may be executed in multiple counterparts with the same effect as if the parties had signed the same document. All counterparts will be construed together and will constitute one agreement. This document will not be binding on or constitute evidence of a contract among the parties until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to each other party to this Agreement.

42. Governing Law, Venue & Jurisdiction: This Agreement is being executed, delivered and is intended to be performed in Lake County, Indiana, and the substantive laws of Indiana will govern the validity, construction and enforcement of this Agreement. This Agreement is to be construed according to the laws of the State of Indiana applicable to contracts and workmanship to be performed entirely within the State of Indiana. The parties irrevocably and unconditionally consent to the venue and jurisdiction (both subject matter and personal) of any Indiana State Court sitting in Lake County, Indiana, in any action brought to enforce the terms of this Agreement. The parties irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

WHEREFORE, the Parties hereunto set their hands and seals on the dates written below:

**IN WITNESS WHEREOF** the Client and Performer have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Town of Highland – Town Council

Amber Anders and Leo Lopez

By: /s/ \_\_\_\_\_  
Bernie Zemen, President

\_\_\_\_\_  
Amber Anderson

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Leo Lopez

Dated: \_\_\_\_\_

## ENGAGEMENT CONTRACT

1. AGREEMENT MADE THIS: April \_\_\_\_, 2022  
BETWEEN: ECLIPSE ENTERTAINMENT, LLC (hereinafter "Artist")  
Town of Highland – Town Council (hereinafter "Purchaser")
2. LOCATION OF ENGAGEMENT: Main Square Park
3. DATE OF ENGAGEMENT: 7/3/2022
4. HOURS OF ENGAGEMENT: 9-pm to 11-pm
5. CONTRACT PRICE: \$2,500.00
6. CONTRACT PAYMENT: Payment upon completion
7. SPECIAL PROVISIONS: Water
8. CONDITIONS OF PERFORMANCE:
  - a. Agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, acts of God or any other legitimate conditions beyond their control. In such an event that Artist is unable to arrive at Purchaser's place of business due to the previously mentioned conditions, Artist is not liable for any consequential damages. Purchaser's sole remedy shall be a refund of any deposit paid by purchaser. However, if Artist arrives at Purchaser's place of business prepared to fulfill, Artist's obligations set forth in the terms of this agreement, Purchaser shall fulfill its obligations set forth in this agreement, including payment of full contract price.
  - b. Purchaser agrees to take whatever actions necessary to provide security measures to protect Artist from injury and damages to person(s) Purchaser's place of business.
  - c. Unless otherwise indicated, Purchaser shall provide Artist with an adequate stage as well as electrical requirements necessary to perform the show. However, Artist shall not perform in unsafe conditions. Specifically outdoor performances shall not be performed in any rainy or other wet conditions which may give rise to electrical shock. Full contract balance shall become due immediately should weather cause a cancellation of the performance.
  - d. Force Majeure: Neither the Performer nor the Client will be held liable for any failure to perform its obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labor difficulties or strike, inclement weather, epidemic, interruption or delay of transportation service, acts of God, or any other legitimate cause beyond the reasonable control of the Performer and the Client.
9. AGENCY PROVISIONS:
  - a. The Artist executes this agreement as an independent contractor. The Artist assumes sole responsibility for appropriate payment of federal, state, and local taxes for Artist income resulting from this engagement.
  - b. The agent shall not be held liable for the default of the Purchaser nor the non-performance of the Artist. Agent shall not be liable for any actions by Purchaser or Artist which results in injuries or damages to person(s) and/or property which in any way results from said engagement which is the subject of this contract. Purchaser and Artist agree to indemnify

and hold Agent harmless from any claims or causes of action which may result from the performance which is the subject of this contract.

- c. Members of unions or guilds, which may include the leader and members of this unit, agree to accept sole responsibility for complying with the rules and regulations of their membership.

10. Any controversy of claim arising out of or relating to this contract or breach thereof, shall be litigated in the Lake County Courts under the law of the State of Indiana.

11. If Purchaser terminates this agreement without the Artist's consent, full contract price shall become immediately due to the Artist.

12. The attire worn by the Artist featured in any promotional aspect may be different than the attire worn for any of their performances. If a particular style or type of closing is requested for the date in question, the request must be agreed upon by both the Artist and Purchaser before this agreement contract is signed by both parties. Furthermore, song lists for the Artist are subject to change without notice. If a particular song or artist is requested, the request must be received in writing no later than two months prior to the act's performance at your event. Due to artistic limitations, all requests may not be possible. Also, member changes for the artist are subject to change without notice. Persons shown in any promotional picture from the Artist may not be present for any given performance.

13. This contract is not altered by the oral agreement or oral representations of any party hereto although Purchaser's oral reservations of the aforementioned date binds Purchaser to the contract. This written contract is written memoranda of the oral agreement which the Purchaser and Artist/or Artist's Agent have previously entered.

14. No Reliance on Outside Representations. The Parties represent and warrant that in making their decision to enter into this Agreement they have been represented by their own counsel and that they have not, except as herein stated, relied upon any express or implied representations of the other's agents or representatives concerning any matter related to this Agreement. The Parties acknowledge that they either: (a) have fully obtained whatever information and advice they desire regarding the effect of this Agreement; or (b) are willing to go forward with this Agreement without that information or advice and to assume whatever risks that decision may entail.

15. Binding Effect: This Agreement will be binding on the parties and will inure to the benefit of and bind their respective heirs, personal representatives, successors and assigns.

16. Attorneys' Fees: In any action brought by any party to enforce the obligations of the other party or parties under this Agreement, the prevailing party will be entitled to collect such party's or parties' reasonable outside counsel fees, costs and other litigation expenses in such action. The prevailing party is the party who receives substantially the relief sought by said party, whether by final un-appealable order, dismissal or settlement, including any mediation or arbitration.

17. Severability: If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision agreed to by the parties that is similar in terms to such provision as is possible that is legal, valid and enforceable.

18. Headings: The headings used in this Agreement are for ease in reference only and are not intended to affect the interpretation of this Agreement in any way.



19. Counterpart Execution: This Agreement may be executed in multiple counterparts with the same effect as if the parties had signed the same document. All counterparts will be construed together and will constitute one agreement. This document will not be binding on or constitute evidence of a contract among the parties until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to each other party to this Agreement.

20. Governing Law, Venue & Jurisdiction: This Agreement is being executed, delivered and is intended to be performed in Lake County, Indiana, and the substantive laws of Indiana will govern the validity, construction and enforcement of this Agreement. This Agreement is to be construed according to the laws of the State of Indiana applicable to contracts and workmanship to be performed entirely within the State of Indiana. The parties irrevocably and unconditionally consent to the venue and jurisdiction (both subject matter and personal) of any Indiana State Court sitting in Lake County, Indiana, in any action brought to enforce the terms of this Agreement. The parties irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

WHEREFORE, the Parties hereunto set their hands and seals on the dates written below:

Town of Highland – Town Council

ECLIPSE ENTERTAINMENT, LLC

By: \_\_\_\_\_  
Bernie Zemen, President  
3333 Ridge Road, Highland, IN 46322  
Mark Herak, Clerk/Treasurer  
Phone: (219) 781-7598

By: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Artist: \_\_\_\_\_  
By: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Dated: \_\_\_\_\_

## MUSICAL PERFORMANCE CONTRACT

This AGREEMENT (hereinafter referred to as the "Agreement") is made effective this \_\_\_\_ day of April, 2022, by and between Town of Highland, located at 3333 Ridge Road, Highland, IN 46322 (hereinafter referred to as the "Purchaser") and Brian Harris (Simply Brian Productions, LLC), located at 10398 W. Country Lane, Beach Park, IL.

WITNESSETH:

In consideration of the respective covenants contained herein, the parties hereto, intending to legally bound hereby, agree as follows:

1. **Artist.** The artist (hereinafter referred to as "The Artist" is Brian Harris, performing as "Simply Elton", a tribute to Elton John. Accompanying The Artist will be a 4-piece band, the "Mad Hatters Band", and a non-playing member possessing sound/lighting technical expertise.
2. **Venue.** The place of performance is the Main Square Park, Highland, Indiana.
3. **Performance.** The Artist and band will perform two sets of music, choosing popular selections from across Elton John's long and distinguished career.
4. **Date and Time of Performance.** The date of the Performance shall be Friday, July 1, 2022. The details of the performance are as follows:
  - **7:30 – 8:30 PM** Artist and Band arrives to stage equipment backstage.
  - **8:30 – 9:30 PM** Artist and Band moves equipment in place and sound check.
  - **9:00 – 10:15 PM** Artist and Band perform first set of Elton John music.
  - **10:15 – 10:30 PM** Break and Artist costume change.
  - **10:30 – 11:30 PM** Artist and Band perform second set of Elton John music.
  - **11:30 – 12:00 AM** Equipment break down, Artist meets with audience if they desire.
5. **Compensation.** The Artist will be compensated in the amount of \$4000 for the performance. A deposit check of \$2000 (50%) shall be sent to The Artist on or before May 1, 2022, to 10398 W. Country Lane, Beach Park, IL 60087. The remaining \$2000 shall be paid in full to the artist by cash or check on Friday, July 1, 2022, either prior to the Performance or immediately afterwards. Checks are to be made payable to Brian K. Harris if a business entity is required, Simply Brian Productions, LLC.
6. **Payments.** Payments may be made electronically, if desired. Simply Brian Productions, LLC accepts payments to Zelle or PayPal, using the account [brian.r.harris@comcast.net](mailto:brian.r.harris@comcast.net). Please advise if payments will be made in this manner.
7. **Cancellation.** In the event the Purchaser cancels the event, the Artist shall retain deposits. If the Artist cancels the event, any paid deposits shall be returned to the Purchaser no later than one week after notification of cancellation.

8. **Performance Setup.** Equipment will be staged prior to the performance on the ramp at back of gazebo (where the performance will take place). The Artist, Band and support team begin to move equipment in place for performance promptly at 8:30 PM. Sound check will follow as quickly as possible for performance to begin at 9:00 PM. It is incumbent upon the Purchaser to ensure that the venue is available at the appropriate times (per section 4 itinerary) for staging and setup of equipment in the appropriate locations. Ample parking space is to be provided with clearly identified locations for the Artist and band vehicles (a total of up to 6 vehicles).

9. **Special Considerations.**

- The Artist and band will provide all instruments/backline for the performance. A rider and stage plot will be forwarded to the contracted sound company indicating requirements for the band with respect to staging and sound.
- The Purchaser agrees to provide professional sound reinforcement and lighting, with the technical experts to run the equipment.
- The Artist will engage a technical person dedicated to all technical matters for the band. This individual will engage the sound company prior to the date of the Performance to ensure a smooth performance. They will handle in-ear monitor set up for the band and various other tasks, including working closely with the Purchaser-hired sound company for all matters with sound reinforcement and lighting.
- The Purchaser will provide contact information of the sound/lighting company so the band's technical person can contact them in advance.
- The Purchaser will provide a room or tent backstage for the Artist and band to change into stage outfits. A case of bottled water for the performance is to be provided for the band in the tent area or backstage.
- The Purchaser will provide the stage for the event (the gazebo in Main Square Park, Highland, IN).

10. **No Reliance on Outside Representations.** The Parties represent and warrant that in making their decision to enter into this Agreement they have been represented by their own counsel and that they have not, except as herein stated, relied upon any express or implied representations of the other's agents or representatives concerning any matter related to this Agreement. The Parties acknowledge that they either: (a) have fully obtained whatever information and advice they desire regarding the effect of this Agreement; or (b) are willing to go forward with this Agreement without that information or advice and to assume whatever risks that decision may entail.

11. **Force Majeure:** Neither the Performer nor the Client will be held liable for any failure to perform its obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labor difficulties or strike, inclement weather, epidemic, interruption or delay of transportation service, acts of God, or any other legitimate cause beyond the reasonable control of the Performer and the Client.

12. **Binding Effect:** This Agreement will be binding on the parties and will inure to the benefit of and bind their respective heirs, personal representatives, successors and assigns.

13. **Attorneys' Fees:** In any action brought by any party to enforce the obligations of the other party or parties under this Agreement, the prevailing party will be entitled to collect such party's or parties' reasonable outside counsel fees, costs and other litigation expenses in such action. The prevailing party is the party who receives substantially the relief sought by said party, whether by final un-appealable order, dismissal or settlement, including any mediation or arbitration.

14. **Severability:** If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement **will** not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision agreed to by the parties that is similar in terms to such provision as is possible that is legal, valid and enforceable.

15. **Headings:** The headings used in this Agreement are for ease in reference only and are not intended to affect the interpretation of this Agreement in any way.

16. **Counterpart Execution:** This Agreement may be executed in multiple counterparts with the same effect as if the parties had signed the same document. All counterparts will be construed together and will constitute one agreement. This document will not be binding on or constitute evidence of a contract among the parties until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to each other party to this Agreement.

17. **Governing Law, Venue & Jurisdiction:** This Agreement is being executed, delivered and is intended to be performed in Lake County, Indiana, and the substantive laws of Indiana will govern the validity, construction and enforcement of this Agreement. This Agreement is to be construed according to the laws of the State of Indiana applicable to contracts and workmanship to be performed entirely within the State of Indiana. The parties irrevocably and unconditionally consent to the venue and jurisdiction (both subject matter and personal) of any Indiana State Court sitting in Lake County, Indiana, in any action brought to enforce the terms of this Agreement. The parties irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

WHEREFORE, the Parties hereunto set their hands and seals on the dates written below:

**Town of Highland – Town Council**

Simply Brian Productions, LLC

\_\_\_\_\_  
Bernie Zemen, President  
Mark Herek, Town Clerk/Treasurer  
Phone No. (219) 781-7598

\_\_\_\_\_  
Brian K. Harris, Owner and Artist  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**PERFORMANCE AGREEMENT**

Town of Highland - Town Council  
3333 Ridge Road  
Highland, IN 46322

Date: \_\_\_\_\_, 2022

Entertainer:  
Band Name: My Altered Angel  
Address: 115 W. Wiggs Street  
City, State Zip: Griffith, IN 46319  
Phone: \_\_\_\_\_

For:  
Fourth of July Festival at Main Square  
3001 Ridge Road, Highland, IN 46322  
Date: 07/02/22 Time: \_\_\_\_\_  
Mark Herek – Clerk Treasurer  
Phone: (219) 781-7598

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**Description**

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This agreement is for the personal services of performers on the engagement described below, is made on \_\_\_\_\_, 2022 between Town of Highland - Town Council (hereinafter "Purchaser") and My Altered Angel (hereinafter "Artist").

1. Name and address of place of performance: Main Square Gazebo, 5<sup>th</sup> & Ridge Road, Highland, IN 46322.
2. Date of Performance: July 2, 2022
3. Performance time: \_\_\_\_\_
4. Contact: Keith Uram – Phone: (219) 670-9134
5. Type of Event: Fourth of July Festival Entertainment
6. Sound System and Lighting will be provided by: Town of Highland – Town Council
7. Special provisions: None
8. Contract price: \$400.00, flat guarantee, made payable to Keith Uram after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, the full amount is due to the Artist. If the engagement is cancelled by the Artist for any reason other than an Act of God, they are to provide alternate entertainment.
10. No Reliance on Outside Representations. The Parties represent and warrant that in making their decision to enter into this Agreement they have been represented by their own counsel and that they have not, except as herein stated, relied upon any express or implied representations of the other's agents or representatives concerning any matter related to this Agreement. The Parties acknowledge that they either: (a) have fully obtained whatever information and advice they desire regarding the effect of this Agreement; or (b) are willing to go forward with this Agreement without that information or advice and to assume whatever risks that decision may entail.

11. Binding Effect: This Agreement will be binding on the parties and will inure to the benefit of and bind their respective heirs, personal representatives, successors and assigns.
12. Attorneys' Fees: In any action brought by any party to enforce the obligations of the other party or parties under this Agreement, the prevailing party will be entitled to collect such party's or parties' reasonable outside counsel fees, costs and other litigation expenses in such action. The prevailing party is the party who receives substantially the relief sought by said party, whether by final un-appealable order, dismissal or settlement, including any mediation or arbitration.
13. Severability: If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision agreed to by the parties that is similar in terms to such provision as is possible that is legal, valid and enforceable.
14. Headings: The headings used in this Agreement are for ease in reference only and are not intended to affect the interpretation of this Agreement in any way.
15. Counterpart Execution: This Agreement may be executed in multiple counterparts with the same effect as if the parties had signed the same document. All counterparts will be construed together and will constitute one agreement. This document will not be binding on or constitute evidence of a contract among the parties until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to each other party to this Agreement.
16. Governing Law, Venue & Jurisdiction: This Agreement is being executed, delivered and is intended to be performed in Lake County, Indiana, and the substantive laws of Indiana will govern the validity, construction and enforcement of this Agreement. This Agreement is to be construed according to the laws of the State of Indiana applicable to contracts and workmanship to be performed entirely within the State of Indiana. The parties irrevocably and unconditionally consent to the venue and jurisdiction (both subject matter and personal) of any Indiana State Court sitting in Lake County, Indiana, in any action brought to enforce the terms of this Agreement. The parties irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

WHEREFORE, the Parties hereunto set their hands and seals on the dates written below:

Purchaser: Town of Highland – Town Council

Artist Manager

By: \_\_\_\_\_  
Bernie Zemen, President

By: \_\_\_\_\_  
Keith Uram

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**PERFORMANCE AGREEMENT**

Town of Highland - Town Council  
3333 Ridge Road  
Highland, IN 46322

Date: \_\_\_\_\_, 2022

Entertainer:  
Band Name: Phil Angotti Band  
Address: 1030 W. Wrightwood  
City, State Zip: Chicago, IL 60614  
Phone: \_\_\_\_\_

For:  
Fourth of July Festival at Main Square  
3001 Ridge Road, Highland, IN 46322  
Date: 07/01/22 Time: \_\_\_\_\_  
Mark Herek – Clerk Treasurer  
Phone: (219) 781-7598

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**Description**

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This agreement is for the personal services of performers on the engagement described below, is made on \_\_\_\_\_, 2022 between Town of Highland - Town Council (hereinafter "Purchaser") and Phil Angotti Band (hereinafter "Artist").

1. Name and address of place of performance: Main Square Gazebo, 5<sup>th</sup> & Ridge Road, Highland, IN 46322.
2. Date of Performance: July 1, 2022
3. Performance time: \_\_\_\_\_
4. Contact: Phil Angotti
5. Type of Event: Fourth of July Festival Entertainment
6. Sound System and Lighting will be provided by: Town of Highland – Town Council
7. Special provisions: None
8. Contract price: \$2,000.00, flat guarantee, made payable to Phil Angotti, after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, the full amount is due to the Artist. If the engagement is cancelled by the Artist for any reason other than an Act of God, they are to provide alternate entertainment.
10. No Reliance on Outside Representations. The Parties represent and warrant that in making their decision to enter into this Agreement they have been represented by their own counsel and that they have not, except as herein stated, relied upon any express or implied representations of the other's agents or representatives concerning any matter related to this Agreement. The Parties acknowledge that they either: (a) have fully obtained whatever information and advice they desire regarding the effect of this Agreement; or (b) are willing to go forward with this Agreement without that information or advice and to assume whatever risks that decision may entail.
11. Binding Effect: This Agreement will be binding on the parties and will inure to the benefit of and bind their respective heirs, personal representatives, successors and assigns.

12. **Attorneys' Fees:** In any action brought by any party to enforce the obligations of the other party or parties under this Agreement, the prevailing party will be entitled to collect such party's or parties' reasonable outside counsel fees, costs and other litigation expenses in such action. The prevailing party is the party who receives substantially the relief sought by said party, whether by final un-appealable order, dismissal or settlement, including any mediation or arbitration.
13. **Severability:** If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision agreed to by the parties that is similar in terms to such provision as is possible that is legal, valid and enforceable.
14. **Headings:** The headings used in this Agreement are for ease in reference only and are not intended to affect the interpretation of this Agreement in any way.
15. **Counterpart Execution:** This Agreement may be executed in multiple counterparts with the same effect as if the parties had signed the same document. All counterparts will be construed together and will constitute one agreement. This document will not be binding on or constitute evidence of a contract among the parties until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to each other party to this Agreement.
16. **Governing Law, Venue & Jurisdiction:** This Agreement is being executed, delivered and is intended to be performed in Lake County, Indiana, and the substantive laws of Indiana will govern the validity, construction and enforcement of this Agreement. This Agreement is to be construed according to the laws of the State of Indiana applicable to contracts and workmanship to be performed entirely within the State of Indiana. The parties irrevocably and unconditionally consent to the venue and jurisdiction (both subject matter and personal) of any Indiana State Court sitting in Lake County, Indiana, in any action brought to enforce the terms of this Agreement. The parties irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

WHEREFORE, the Parties hereunto set their hands and seals on the dates written below:

Purchaser: Town of Highland – Town Council

Artist Manager

By: \_\_\_\_\_  
Bernie Zemen, President

By: \_\_\_\_\_  
Phil Angotti

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_





2927 Jewett Avenue
Highland IN 46322
219-237-2342

Email: nwiparkinson@comcast.net

Dear Friend:

March 2022

NWI Parkinsons, Inc., is sponsoring our 6th Annual Dinner Dance to be held on Friday, May 20, 2022, at The Center for Visual and Performing Arts in Munster, Indiana. The evening starts at 5:30 P.M., and will feature dance music by the band, "Uptown Dance Band". Ticket price includes complimentary champagne & hors d'oeuvres, silent auction tables, a cash bar, dinner, raffle, dancing, and dinner music provided by renowned vibraphonist, Di' Kobie Berry, during dinner. Tickets can be purchased at NWI Parkinsons office for \$125 per person.

Monies from this event help fund our Annual Educational Symposium for Parkinson Disease. Additionally, funds from this Gala Fundraiser support our weekly exercise classes, which meet in our Activities Room at our Parkinson Building in Highland and Methodist Hospital Southlake Campus in Merrillville.

We are preparing a high-profile ad book to promote local businesses in our region with ALL proceeds from this book going to the above-mentioned activities. We need your help to achieve our goal, which is to help find a cure for Parkinson's and to offer further education for those afflicted with the disease. Various patronage levels are as follows:

- Sponsorship Form (Please Check Sponsorship Level)
\$4,000 Diamond Sponsor (2 Tables x 10 Tickets each) + 2 Page Center Fold Ad
\$3,000 Platinum Sponsor (1 Table x 10 Tickets) + Back Page Ad
\$2,000 Gold Sponsor (1 Table x 10 Tickets) + Inside Cover Ad\*
\$1,500 Silver Sponsor (1 Table x 9 Tickets) + Full Page Color Ad
\$1,000 Bronze Sponsor (1 Table x 8 Tickets) + Full Page Color Ad

All table sponsors will receive a MINIMUM of 8 tickets for the dinner/show, ad in the program book, V.I.P. seating, your logo on a banner, all printed material, publicity recognition and verbal recognition during the event.

Company Name
Company Address
Contact Name
Contact Phone
Contact Email

Ad Book Only Form (Please Check Advertisement Level)

- Please Check Advertisement Level: Please check below:
\$1,500 Back Cover\*
\$1,000 Inside Front Cover\*
\$1,000 Inside Back Cover\*
\$500 Gold Trimmed Page
\$250 Silver Trimmed Page
I have enclosed a business card to be used for my ad.
I have enclosed a camera-ready ad copy.
I emailed my ad to nwiparkinson@comcast.net
Use my ad from the previous year

Ad format should be 5 x 7, B & W (either bitmap line art Full Color). Camera-ready ads must be in .pdf, or jpeg format. (\*Back Cover, Inside Front & Back Covers are available on 1st Come - 1st Serve Basis. Please call to check availability.) Ads received via email will be acknowledged.

Company Name
Company Address
Contact Name
Contact Phone
Contact Email

Silent Auction Donation Item Form

Company Name
Company Address
Contact Name
Contact Phone
Contact Email
Item Donated
Retail Value\*

\*(For items donated that are valued over \$500, please contact Don or Elizabeth at 219-237-2342)

Make check payable to: NWI Parkinsons, Inc.
Mail to: NWI Parkinsons, Inc., 2927 Jewett Avenue, Highland, IN 46322

In order to be recognized in the event program, all sponsorship commitments and ads must be received no later than May 13, 2022. For tickets and additional information, please call NWI Parkinsons at 219-237-2342. Thank you so much for your support. We look forward to seeing you at this event. And also check out our website, NWIParkinson.org, for more information.

Elizabeth Woodbury
Founder / Chair Person
NWI Parkinsons, Inc.

Don Nagdeman
Marketing Director
NWI Parkinsons, Inc.

**Ordinance No. 1766  
of the  
TOWN of HIGHLAND, INDIANA**

**AN ORDINANCE to AMEND CHAPTER 3.20 OF the HIGHLAND COMPENSATION AND BENEFITS ORDINANCE, PARTICULARLY AMENDING THE PROVISIONS REGARDING BRIDGING OF SERVICE**

**WHEREAS**, Title 36, Article 1 Chapter 4 of the Indiana Code confers certain general corporate powers on the several units of government in Indiana;

**WHEREAS**, Section fifteen of that chapter specifically provides that a unit of government may fix the level of compensation of its officers and employees; and

**WHEREAS**, I.C. 36-5-3-2 further provides in pertinent part that the town legislative body shall provide reasonable compensation for the other town officers and employees;

**WHEREAS**, I.C. 36-5-3-2(b), still further provides that the Town Legislative body shall, by ordinance fix the compensation of its own members and the Town Clerk-Treasurer;

**WHEREAS**, I.C. 36-5-3-2(c) still further provides that the compensation of an elected town officer may not be changed in the year for which it is fixed, nor may it be reduced below the amount fixed for the previous year;

**WHEREAS**, The Town Council of the Town of Highland, as the town legislative body, has been advised that it is desirable to make certain amendments to the Compensation and Benefits Ordinance to authorize "lateral hiring" or modifying its existing provisions regarding bridging of services; and,

**WHEREAS**, The Town Council of the Town of Highland, as the town legislative body, now desires to amend the compensation and benefits ordinance commonly called the Employee Handbook, particularly to authorize the modifications as described,

**NOW, THEREFORE, BE IT HEREBY ORDAINED BY the Town Council of the Town of Highland, Lake County, Indiana, as follows:**

**Section 1.** That the Highland Compensation and Benefits Ordinance be hereby amended by repealing Section 3.20.01 in its entirety, and replacing it with a new section numbered 3.20.01, which shall read as follows:

**§ 3.20 Bridging of Service**

**§ 3.20.01** Bridging of service for previous, full-time, municipal, county or state employment of one or more years, will be treated on January 1<sup>st</sup> of the calendar year following the year in which you hired, if (1) the Town's legislative body determines service bridging is appropriate to attract or hire a candidate to the Town and (2) the department head determines the employee's previous job experience is commensurate with the position for which the employee is being hired or (3) you worked for another department within the Town of Highland. Bridging of Service will not apply to separation payments. For separation purposes, the employee's new hire date, not inclusive of bridged services, will serve for the calculation of any severance payment(s). The bridging of years of service with the Town of Highland applies for all continuing employment purposes where length of service affects a group employment benefit, with the exception any benefit governed by state law that determines other treatment. This section will be effective for all full-time hires that occur on or after April 11, 2022. Any deviation from this section must be approved by the Town's legislative body.

**Section 2.** That all portions of ordinances in conflict with this ordinance are hereby repealed and are of no further force nor effect;

**Section 3. (A)** That an emergency exists for the immediate taking effect of this Ordinance, which, subject to the provisions of this ordinance, shall become effective and shall remain in full force and ~~from~~ after its passage and adoption, pursuant to any effective dates herein described and until its repeal or amendment by subsequent enactment;

(B) That the Clerk-Treasurer shall have authority to implement the provisions of this ordinance pursuant to the authority expressly set forth in IC 36-5-6-6 (a) (3) & (4).

Introduced and Filed on the 11<sup>th</sup> day of April 2022. Consideration on same day or at same meeting of introduction was not considered, pursuant to IC 36-5-2-9.8.

**DULY ORDAINED and ADOPTED** this 11<sup>th</sup> Day of April 2022, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of 5 in

favor and 0 opposed.

TOWN COUNCIL of the TOWN of  
HIGHLAND, INDIANA

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Bernie Zemen, President (IC 36-5-2-10)

*Attest:*

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Mark Herak  
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5; IC 36-5-2-10.2)

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
Fund 001 GENERAL						
Dept 0000						
001-0000-45200	GEN FUND TRANSFERS GROSS	97245	PAYROLL ACCOUNT	4/8PRL D/S TRANSFER GENERAL	178,280.08	47201
			Total For Dept 0000		178,280.08	
Dept 0001 TOWN COUNCIL						
001-0001-31001	LEGAL FEES FOR MARCH 2022-REE	97165	ABRAHAMSON, REED & BILSE	TOWN COUNCIL LEGAL FEES FOR MARCH	3,311.00	
001-0001-31001	ATTORNEY HOURS-JAN 2022	97166	ABRAHAMSON, REED & BILSE	SOLICITOR LEGAL FEES FOR MARCH 20	498.00	
001-0001-31001	PROFESSIONAL SERVICES THR 2/2	97121	FROST BROWN TODD LLC	PROFESSIONAL SERVICES THROUGH 2/2	364.00	
			Total For Dept 0001 TOWN COUNCIL		4,173.00	
Dept 0002 BOARD OF ZONING APPEALS						
001-0002-31001	BOARD OF ZONING APPEALS LEGAL	97201	ABRAHAMSON, REED & BILSE	BOARD OF ZONING APPEALS LEGAL FEE	836.00	
			Total For Dept 0002 BOARD OF ZONING APPEALS		836.00	
Dept 0003 VIPS						
001-0003-22004	CONTROL ARM BALL JOINTS FOR V	97186	NAPA AUTO PARTS	CONTROL ARM W BALL JOINTS FOR V2	175.41	
001-0003-39007	VIPS CAR WASHES FOR MARCH	97179	EASY CLEAN CAR WASH, INC	VIPS CAR WASHES FOR MARCH	12.00	
			Total For Dept 0003 VIPS		187.41	
Dept 0004 CLERK-TREASURER						
001-0004-20003	NAMEPLATE MARK HERAK 2 LINES	97204	ALLIN PLASTIC ENGRAVING	NAMEPLATE MARK HERAK 2 LINES	25.90	
001-0004-31004	IMPACMEETING 2022/HERAK, FIGUE	97122	AIM, ACCELERATE IND MUNICIP	IMPACMEETING 2022/HERAK, FIGUEROA,	100.00	47194
001-0004-31004	IMPACMEETING 2022/HERAK, FIGUE	97123	AIM, ACCELERATE IND MUNICIP	IMPACMEETING 2022/HERAK, FIGUEROA,	110.00	47194
001-0004-32002	LODGING 3/13-3/16/22	97128	CHAD KINLEY (R)	ILMCT CONF SCHOOL 3/13-3/17	676.78	
001-0004-32002	LODGING 3/13-3/16/22	97129	MARK HERAK(R)	ILMCT CONF SCHOOL 3/13-3/17	426.33	
			Total For Dept 0004 CLERK-TREASURER		1,339.01	
Dept 0007 FIRE DEPARTMENT						
001-0007-23004	INVOICE # 105033	97160	AAA SUPPLY CORPORATION	STEEL SUPPLIES	133.30	
001-0007-35001	ELECTRIC - CENTRAL FIRE STATI	97157	NISOURCE INC.	ELECTRIC - CENTRAL FIRE STATION	678.88	47193
001-0007-35001	ELECTRIC - FD TRAINING SITE	97158	NISOURCE INC.	ELECTRIC - FD TRAINING SITE	30.44	47193
001-0007-35001	ELECTRIC - SOUTH STATION	97159	NISOURCE INC.	GAS & ELECTRIC SOUTH STATION	273.61	47193
001-0007-35003	GAS - CENTRAL STATION	97156	NISOURCE INC.	GAS - CENTRAL FIRE STATION	812.27	47193
001-0007-35003	GAS - SOUTH STATION	97159	NISOURCE INC.	GAS & ELECTRIC SOUTH STATION	487.28	47193
			Total For Dept 0007 FIRE DEPARTMENT		2,415.78	
Dept 0008 PLAN COMMISSION						
001-0008-31001	PLAN COMMISSION LEGAL FEES AN	97202	ABRAHAMSON, REED & BILSE	PLAN COMMISSION LEGAL FEES AND EX	209.00	
			Total For Dept 0008 PLAN COMMISSION		209.00	
Dept 0009 POLICE DEPARTMENT						
001-0009-11204	PYNT OF CODE ENFOR DRUG SCR	97177	COMPREHENSIVE CARE	REPAYMENT OF CODE ENFORC DRUG SCR	40.00	
001-0009-11204	OFFICER TEST	97180	FRANCISCAN ST MARGARET HEAL	OFFCR TESTING	45.00	
001-0009-21001	968 GAL OF GAS	97192	WARREN OIL COMPANY	968 GAL OF GAS DELV ON 3/23	3,821.57	
001-0009-22004	INV 399828	97173	AUTO-WARES	MARCH STMT OF VEH PARTS AND SUPPL	3,316.75	
001-0009-22004	4 WHL ALIGNMT CAR 217	97181	GRIMLER AUTOMOTIVE, INC	4 WHEEL ALIGNMENT FOR CAR 217	104.00	
001-0009-22004	WHEEL ALIGNMENT CAR 4	97182	GRIMLER AUTOMOTIVE, INC	WHEEL ALIGNMENT FOR CAR 4	100.00	
001-0009-22004	PARTS LAOBOR FOR REPAIRS TO C	97183	GRIMLER AUTOMOTIVE, INC	PARTS AND LABOR CAR 12 REPAIRS	1,139.71	
001-0009-22004	PARTS FOR WATER ASMY CAR 3	97194	WEBB FORD INC	PARTS AND REPAIRS TO CAR 3	288.30	
001-0009-32003	IDACS NETWORK ACCESS FOR MAR	97185	INDIANA OFFICE OF TECHNOLOG	IDACS NETWORK ACCESS FOR MARCH	140.47	
001-0009-32003	SPILLMAN CIRCUIT USER FEE FOR	97199	LAKE COUNTY DATA PROCESSING	SPILLMAN CIRCUIT USER FEE FOR MAR	309.78	
001-0009-32004	IDACS INTERNET 3/28-4/27	97176	COMCAST CABLE	IDACS INTERNET FOR 3/28-4/27	126.85	
001-0009-35001	LPR AT 10221 INDY READ ON 3/1	97187	NISOURCE INC.	LPR AT 10221 INDY READ ON 3/15	44.45	
001-0009-35001	LPR AT 2000 RIDGE READ ON 3/1	97188	NISOURCE INC.	LPR CAMERA AT 2000 RIDGE READ ON	31.95	

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
Fund 001 GENERAL						
Dept 0009 POLICE DEPARTMENT						
001-0009-35001	ELEC SERV FOR 3315 RIDGE READ ON 3	97189	NISOURCE INC.	ELEC SERVICE FOR 3315 RIDGE RD RE	6,068.46	
001-0009-35001	LPR AT 3949 HIGHWAY READ ON 3	97190	NISOURCE INC.	LPR CAMERA AT 3949 HIGHWAY READ O	39.89	
001-0009-35001	LPR AT 8200 INDY READ ON 3/24	97191	NISOURCE INC.	LPR CAMERA AT 8200 INDY READ ON 3	44.78	
001-0009-36001	WELD HANGER BACK ON CAR 217	97184	HAMMOND MUFFLERS	LABOR REPAIR TO CAR 217 MUFFLER	65.00	
001-0009-36001	CABLE REPLACEMENT	97193	WATCHGUARD VIDEO	LABOR CABLE REPLACEMENT	137.00	
001-0009-36004	GEN OFFC CLEANING FOR MARCH	97178	GAYLE THARP	GEN OFFICE CELANING FOR MARCH	2,916.67	
001-0009-38006	MAT CHANGE AT PD ON 3/22	97174	CINTAS CORPORATION #319	MAT CHANGE AT PD ON 3/22	37.10	
001-0009-39001	MEMBERSHIP RENEWAL	97149	INDIANA ASSOC CHIEFS OF POL	MEMBERSHIP RENEWAL	350.00	47195
			Total For Dept 0009 POLICE DEPARTMENT		19,167.73	
Dept 0011 SERVICES & WORKS						
001-0011-35001	558-300-0064, SE CONOR 6&41	97134	NISOURCE INC.	MISC (HIGHWAY OF FLAGS)	151.51	999501
001-0011-35001	130-850-000-1,3333 RIDGE RD A	97135	NISOURCE INC.	MISC TH,VIP 198-801-002-1,000-901	1,352.67	999501
001-0011-35001	7502010024,8001 KENNEDY-ELECT	97137	NISOURCE INC.	MISC (TH,GARAGE)-CT	954.83	999503
001-0011-35002	0514000055, 2705HIGHWAY AVE	97133	NISOURCE INC.	STREET/TRAFFIC LIGHTS- MARCH 2022	14,694.03	999501
001-0011-35003	130-850-001-0,3333 RIDGE RD A	97135	NISOURCE INC.	MISC TH,VIP 198-801-002-1,000-901	1,157.72	999501
001-0011-35003	7502010024,8001 KENNEDY-GAS	97137	NISOURCE INC.	MISC (TH,GARAGE)-CT	1,981.47	999503
001-0011-38005	TEMP WORKERS AGREEMENT	97127	KELLY SERVICES INC.	TEMP WORKERS AGREEMENT	360.00	47196
001-0011-38005	2021 AFR SUPPORT	97241	BAKER TILLY MUNICIPAL ADVIS	2021 AFR SUPPORT	6,561.25	
001-0011-38005	2021 AFR SUPPORT	97242	BAKER TILLY MUNICIPAL ADVIS	2021 AFR SUPPORT	2,851.25	
			Total For Dept 0011 SERVICES & WORKS		30,064.73	
Dept 0012 TOWN HALL						
001-0012-35002	307-486-009-2, 8201 INDY BULD	97134	NISOURCE INC.	MISC (HIGHWAY OF FLAGS)	44.96	999501
001-0012-36003	TOWN HALL MATS 3/29/2022	97168	CINTAS CORPORATION #319	TOWN HALL MATS ACT 16459440	57.91	
001-0012-36004	MARCH CLEANING SERVICES	97208	GLOBAL MAINTENANCE & CO.	GENERAL CLEANING SERVICE FRO MARC	1,610.00	
			Total For Dept 0012 TOWN HALL		1,712.87	
			Total For Fund 001 GENERAL		238,385.61	
Fund 002 MVH						
Dept 0000						
002-0000-45200	MVH TRANSFERS GROSS	97246	PAYROLL ACCOUNT	4/8PRL D/S TRANSFER MVH	13,227.85	47202
			Total For Dept 0000		13,227.85	
Dept 0016 MVH ADMIN/MAINT						
002-0016-11306	CDL DRUG TESTING	97215	INDIANA TESTING INC	1ST QTR CDL DRUG TESTING	276.00	
002-0016-33001	ADVERTISMENT FOR BIDS	97227	THE TIMES	ADVERTISEMENT FOR BIDS - CONCRETE	50.64	
002-0016-36001	MECHANIC	97209	AUSTGEN ELECTRIC INC	REPLACED HYDRAULIC FILTER FOR UNI	772.18	
			Total For Dept 0016 MVH ADMIN/MAINT		1,098.82	
Dept 0017 MVH CONSTRUCTION/RECONSTRUCT/PRESER (CRP)						
002-0017-21003	TRAILER PLUG ADAPTER	97226	TERMINAL SUPPLY INC	TRAILER PLUG ADAPTER/CABLE TIE FO	82.44	
002-0017-22004	3/22/2022 INV # 337-401462	97210	AUTO-WARES	MARCH 2022 INVOICES - STREET DEPT	119.37	
002-0017-22004	HOSE ASSEMBLY 1-1/4X14.25	97211	BEC ENTERPRISES, LLC	HOSE ASSEMBLY FOR UNIT # 21 - STR	770.18	
002-0017-22004	USED TIRE & RIM 22.5X9 REAR	97212	BEC ENTERPRISES, LLC	USED TIRE & RIM FOR UNIT #22 - ST	700.00	
002-0017-22004	ISO7421-1 A COUPLER	97214	HOSE CONNECTIONS INC	COUPLER/NIPPLE - STREET DEPT	224.70	
002-0017-22004	PVC COUPLING	97221	MENARDS CORP - SCHERERVILLE	PARTS FOR THE LIFT IN THE SHOP -	61.41	
002-0017-22005	3/18/2022 TIICKET 175743 BLA	97216	KROOSWK MATERIALS, INC	BLACK DIRT FOR RESTORATION - STR	397.98	
002-0017-22005	BLACK DIRT/S	97217	KROOSWK MATERIALS, INC	BLACK DIRT/STRAW BLANKET - STREET	96.99	
002-0017-22005	SELF FLOXINGALUM ROD	97219	MENARDS CORP - SCHERERVILLE	MISC SUPPLIES - STREET DEPT	104.97	
002-0017-23002	55 GALLON DRUM RHOMA-SOL	97223	RHOMAR INDUSTRIES, INC.	RHOMA-SOL - ASPHALT AND TAR REMOV	2,738.01	
002-0017-23002	COLD MIX	97224	RIETH-RILEY CONSTR CO., INC	COLD MIX - STREET DEPT	821.70	

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
Fund 002 MVH						
Dept 0017 MVH CONSTRUCTION/RECONSTRUCT/PRESER(CRE)						
002-0017-23003	SNAP N SAFE SURFACE MOUNT	97225	TAPCO	SNAP N SAFE SURFACE MOUNT - STREE	343.28	
002-0017-23006	KEYLOCK 3.5" ZINC	97213	HOME DEPOT CORPORATION	KEY LOCK/MAILBOX - STREET DEPT	87.80	
002-0017-23006	25LB BAG OIL DRI	97218	MENARDS CORP - SCHERERVILLE	SAFETY SUPPLIES - STREET DEPT	158.18	
002-0017-36006	REPAIR LIGHT CONTROL MAIN	97222	MIDWESTERN ELECTRIC INC	REPAIR MAIN STREET LIGHTING CONTR	3,134.00	
	Total For Dept 0017 MVH CONSTRUCTION/RECONSTRUCT/PRE				9,841.01	
	Total For Fund 002 MVH				24,167.68	
Fund 018 LAW ENFORCE CON'T ED						
Dept 0000						
018-0000-23004	OUTDOOR PLAQUES FOR MEMORIAL	97196	NORTHWEST INDUST'L SPECIALI	NEW OUTDOOR PLAQUE FOR MEMORIAL T	22.00	
018-0000-31004	OFFICERS TRAINING REGIST FEE	97175	COLLEGE OF DUPAGE	REGISTRATION FEE FOR 2 OFFICERS T	450.00	
018-0000-31004	LOGGING 3/27-3/29	97198	JASON E HILDENBRAND (R)	REIMBURSE MEALS/LODGING FOR TRAIN	466.21	
018-0000-31004	REGISTRATION FOR OFFICERS TRA	97195	NJ CRIMIAL INTERDICTION LLC	REGISTRATION FOR 2 OFFICERS FOR T	350.00	
018-0000-33002	ADS FOR HIRING PROCESS	97197	THE TIMES OF NW INDIANA	ADS FOR HIRING PROCESS	589.00	
018-0000-39005	PD CAR WASHES FOR MARCH	97200	EASY CLEAN CAR WASH,INC	PD CAR WASHES FOR MARCH	156.00	
	Total For Dept 0000				2,033.21	
	Total For Fund 018 LAW ENFORCE CON'T ED				2,033.21	
Fund 027 INSURANCE PREMIUM						
Dept 0000						
027-0000-34002	INSURANCE PREMIUM HEALTH/DENT	97164	AIM MEDICAL TRUST	APR 2022 MEDICAL AND LIFE INSURAN	205,418.24	999504
	Total For Dept 0000				205,418.24	
	Total For Fund 027 INSURANCE PREMIUM				205,418.24	
Fund 030 ICT FUND						
Dept 0000						
030-0000-32001	APRIL 2022 POSTAGE METER SERV	97243	PITNEY BOWES INC.	APRIL 2022 POSTAGE METER SERVICE	129.29	
030-0000-32001	POSTAGE FOR METER	97169	US POSTMASTER	POSTAGE FOR METER	2,000.00	
030-0000-32003	POLICE DEPT SIP PHONE BILL	97220	TELETECH COMMUNICATIONS INC	POLICE DEPT SIP PHONE BILL	1,162.75	47197
030-0000-32003	MONTHLY CELL PHONE 642004646-	97207	VERIZON	PD CELL PHONE USE PD- 642004646-0	1,446.10	47198
030-0000-32003	3001 RIDGE MAIN SQUARE 877140	97205	COMCAST CABLE	3001 RIDGE MAIN SQUARE 8771400250	154.90	999505
030-0000-32003	MO INTERNET SVC 8771400250188	97206	COMCAST CABLE	TOWN HALL ACCT 8771400250188267 I	236.27	999506
030-0000-45200	ICT TRANSFERS GROSS	97247	PAYROLL ACCOUNT	4/8PRL D/S TRANSFER ICT	4,489.72	47200
	Total For Dept 0000				9,619.03	
	Total For Fund 030 ICT FUND				9,619.03	
Fund 050 POLICE PENSION						
Dept 0000						
050-0000-31001	LEGAL MATTERS PD-MAR-FOR FEB	97171	ABRAHAMSON, REED & BILSE	LEGAL MATTERS FOR PD MARCH/PENS O	133.00	
050-0000-31001	PENSION BRD LEGAL MATTERS FOR	97172	ABRAHAMSON, REED & BILSE	PENSON BOARD LEGAL MATTERS	2,166.00	
050-0000-31001	PENSION ADVERTISING	97170	THE TIMES OF NW INDIANA	PENSION ADVERTISING	22.43	
	Total For Dept 0000				2,321.43	
	Total For Fund 050 POLICE PENSION				2,321.43	
Fund 085 TRAFFIC VIOLATIONS						
Dept 0001 TOWN COUNCIL						
085-0001-00400	CASH BOND FEES	97150	LAKE COUNTY CLERK	CASH BOND FEES	500.00	47192
085-0001-00400	CASH BOND FEES	97240	LAKE COUNTY CLERK	CASH BOND FEES	2,500.00	47199

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
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Fund 085 TRAFFIC VIOLATIONS  
Dept 0001 TOWN COUNCIL

Total For Dept 0001 TOWN COUNCIL

3,000.00

Total For Fund 085 TRAFFIC VIOLATIONS

3,000.00



GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
Fund Totals:						
				Fund 001 GENERAL	238,385.61	
				Fund 002 MVH	24,167.68	
				Fund 018 LAW ENFORCE CON'T ED	2,033.21	
				Fund 027 INSURANCE PREMIUM	205,418.24	
				Fund 030 ICT FUND	9,619.03	
				Fund 050 POLICE PENSION	2,321.43	
				Fund 085 TRAFFIC VIOLATIONS	3,000.00	
					<u>484,945.20</u>	