

**Enrolled Minutes of the Twelfth Regular Meeting or Special Meeting
For the Thirtieth Highland Town Council Regular Plenary
Business Meeting (In person) Monday, June 24, 2024**

The Thirtieth Town Council of the Town of Highland, Lake County, Indiana met in its regular plenary session on Monday, June 24, 2024 at 6:30 O'clock P.M. in the regular place, the Highland Municipal Building, 3333 Ridge Road, Highland, Indiana.

*This meeting was convened as an in person meeting and lived streamed to the Town of Highland Facebook. Facebook permits the public to observe and record the proceedings but allows no interaction between and among the Town Council and members of the public. The public is able to participate in person. Councilor George Georgeff, Councilor Alex Robertson, Councilor Tom Black and Councilor Philip Scheeringa all participated in person. Councilor Doug Turich was absent.

Pursuant to HMC Section 2.05.130(A)(2), the Town Council considered and reviewed the agenda in an informal proceeding in the plenary meeting room before the president called the meeting to order.

The Town Council President Philip Scheeringa presided over the meeting. The Town Clerk-Treasurer, Mark Herak, was present to memorialize the proceedings. The meeting was opened with Councilor George Georgeff 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 George Georgeff, Alex Robertson, Tom Black and Philip Scheeringa were present. Councilor Doug Turich was absent. Clerk-Treasurer, Mark Herak was also present. A quorum was attained.

Additional Officials Present: Alex Brown, CPRP, Superintendent of Parks and Recreation; Metropolitan Police Chief Ralph Potesta; John Reed, Attorney with Abrahamson, Reed & Bipse; Redevelopment Director Maria Becerra; Ed Dabrowski, Director of Information Technology, Kenneth J. Mika, Building Commissioner; Highland Fire Department Chief Mike Pipta; Mark Knesek, Public Works Director were present

Guests: Theresa Badovich (remotely) and Robin Carlascio (remotely) of the Idea Factory were also present.

Minutes of the Previous Meetings: The minutes of the June 10, 2024 Plenary meeting were approved by general consent.

Special Orders:

1. **Administration of Oath of Office** for Police Officer Candidates **Alexis Gerolimos, Vernon Jimerson-Bell and Andrew Kinley** were appointed by the Town Board of Metropolitan Police Commissioners at its meeting of 13 June 2024, with the appointment to be effective June 23, 2024, but not earlier than approval by Indiana Public Retirement System (INPRS).

Councilor Georgeff moved that the Town Council of Highland hereby determines that the herein named candidates meet the qualifications for such position, as determined by the Town Board of Metropolitan Police Commissioners and as now approved by the Highland Town Council which is the Town Legislative Body on this 24th day of June, 2024. Councilor Black seconded the motion. Upon a roll call vote of the elected officials, there were four (4) affirmatives and no negatives. The motion passed.

(a) Instruction and Administration of Oath.

(b) Presentation of Badge by Metropolitan Police Commission Chair and the Metropolitan Police Chief. The Metropolitan Police Chief Ralph Potesta and the Metropolitan Police Commission Chairman Danny Stombaugh presented the police badges to Police Officer Gerolimos, Police Officer Jimerson-Bell and Police Officer Kinley.

The Town Council President and members of the Town Council welcomed the new officer, who then introduced members of his family who were in attendance.

Administration
 of
 Police Officer's Oath
 Police Officer Candidate
Alexis J. Gerolimos
 Monday, June 24, 2024

Town of Highland
 Metropolitan Police Department

Metropolitan Police Department Police Chiefs
 (Established 1955)

Metropolitan Police Department Police Chiefs
 Established 1955

Ted Hanson (1955)
 Harold Yoder (1956-57)
 William Graham (1958-62)
 Stephen Ranich (1962-69)
 William Needles (1969-75)
 Robert Brakley (1976)
 Al Prendergast (1976-79)
 James M. Turci (1979-85)
 Richard Hawkins (Interim) (1/28/84-5/28/85)
 Richard Rakoczy (1985-93)
 Lawrence L. Woods Jr. (1994 to 1997)
 Joseph A. Kwasny (1997 to 9/30/00)
 Paul Gard (06/22/00-12/14/00)
 James M. Turci (1/2/15/00 to 02/15/02)
 Peter T. Hojnicky (02/16/02 to 02/06/23)
 Ralph J. Potesta (02/07/23 to present)

Town Board of Metropolitan Police Commissioners Chairman Danny Stombaugh Michael Danko Steve Jurczak Terry Krooswyk Larry Moes	Town Council President Philip Scheeringa George Georgeff Doug Turich Alex Robertson Tom Black
Town Clerk-Treasurer Mark A. Herak Town Attorney John P. Reed Town Board of Metropolitan Police Commissioners Attorney John P. Reed Chief of Police Ralph J. Potesta	

OATH OF OFFICE FOR POLICE OFFICER

I, Alexis J. Gerolimos, do solemnly (swear or affirm) that I will support the Constitution of the United States, and the Constitution of the State of Indiana, and that I will faithfully, diligently and impartially discharge my duties as a Police Officer of the Town of Highland, Indiana, according to law, and to the best of my ability, (so help me God).

 Alexis J. Gerolimos

IN WITNESS, SUBSCRIBED AND SWORN OR AFFIRMED TO BEFORE ME, AN OFFICIAL AUTHORIZED TO TAKE ACKNOWLEDGEMENTS, ON THIS 24TH DAY OF JUNE 2024.

MARK A. HERAK, CLERK-TREASURER
 TOWN OF HIGHLAND

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

CERTIFICATE of APPOINTMENT

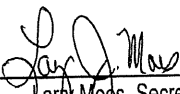
This is to certify that the Town Board of Metropolitan Police Commissioners for the Town of Highland, acting in accordance with applicable law, on the 13th day of June, 2024 in the Town of Highland in said County and State, in which it is set forth and declared Alexis J Gerolimos, being of good moral character, was duly appointed to the position of Police Officer, subject to a probationary period, in and for said Town to serve during the probationary or regular appointment if conferred, only during good behavior, subject to the terms and provisions of the Rules, Regulations and Standard Operating Procedures duly adopted and in force for the Highland Metropolitan Police Department and for the citizens of the Town of Highland, all pursuant to I.C. 36-8-9 et seq., with said appointment to be effective, upon its approval, beginning on the 23rd day of June, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and send this certification to be made part of the records of the Town of Highland, Lake County, Indiana this 13th day of June , 2024.

By: Town Board of Metropolitan
Police Commissioners of Highland



Danny Stombaugh, Chairman



Larty Moes, Secretary

OATH OF OFFICE

I, Alexis J Gerolimos, do solemnly (swear or affirm) that I will support the Constitution of the United States, and the Constitution of the State of Indiana, and that I will faithfully and impartially discharge my duties as Police Officer of the Town of Highland, Indiana, according to law, and to the best of my ability, so help me God.

Alexis J Gerolimos

IN WITNESS WHEREOF as subscribed and sworn/affirmed before me, I hereunto set my hand and Corporate seal of the Town of Highland, Indiana this _____, 2024. I certify that I am the duly elected, qualified, acting and serving Clerk-Treasurer for the Town of Highland, and as such empowered pursuant to IC. 33-16-4-1; IC 36-5-6-5 to make acknowledgments.

Authority Expiration: The Director of the Lake County Board of Elections and Registration Certified the Election of November 7, 2023, officially November 28, 2023. I was qualified to office upon my oath administered December 21, 2023, to serve for a term of four years commencing at noon January 1, 2024 and concluding before noon January 1, 2028 and a successor is elected and qualified. IC 36-5-6-2(b)

Mark A. Herak
Town of Highland Clerk-Treasurer

I.C. 36-8-9-4(a)(c)Highland Municipal Code § 51; I.C. 5-4-1-1

DETERMINATION of CANDIDATE QUALIFICATION BY TOWN LEGISLATIVE BODY
THE TOWN COUNCIL of HIGHLAND HEREBY DETERMINES that the HEREIN NAMED
CANDIDATE MEETS the QUALIFICATIONS FOR SUCH POSITION, AS DETERMINED by
the TOWN BOARD of METROPOLITAN POLICE COMMISSIONERS and as NOW
APPROVED by the HIGHLAND TOWN COUNCIL which is the TOWN LEGISLATIVE
BODY, UPON PROPER MOTION at its MEETING OF _____ OF 2024.

BY: TOWN COUNCIL of HIGHLAND,
LAKE COUNTY, INDIANA

Philip Scheeringa, President

Doug Turich, Vice -President

George Georgeff, Council Member

Alex Robertson, Council Member

Thomas Black, Council Member

ATTEST:

Mark A. Herak,
Town of Highland Clerk-Treasurer

Administration
 of
 Police Officer's Oath
 Police Officer Candidate
Vernon Jimerson-Bell
 Monday, June 24, 2024
 Town of Highland
 Metropolitan Police Department

- Metropolitan Police Department Police Chiefs**
 Established 1955
- Ted Hanson (1955)
 - Harold Yoder (1956-57)
 - William Graham (1958-62)
 - Stephen Ranich (1962-69)
 - William Needles (1969-75)
 - Robert Brakeley (1976)
 - Al Prendergast (1976-79)
 - James M. Turco (1979-85)
 - Richard Hawkins (Interim) (12/28/84-5/28/85)
 - Richard Rakoczy (1985-93)
 - Lawrence L. Woods Jr. (1994 to 1997)
 - Joseph A. Kwasy (1997 to 9/30/00)
 - Paul Gard (06/22/00-12/14/00)
 - James M. Turco (12/15/00 to 02/15/02)
 - Peter T. Hohnicki (02/16/02 to 02/06/23)
 - Ralph J. Potesta (02/07/23 to present)

Town Board of Metropolitan Police Commissioners	Town Council
Chairman	President
Danny Stombaugh	Philip Scheeringa
Michael Danko	George Georgeff
Steve Jurczak	Doug Turich
Terry Krooswyk	Alex Robertson
Larry Moes	Tom Black
Town Clerk-Treasurer Mark A. Herak	
Town Attorney John P. Reed	
Town Board of Metropolitan Police Commissioners Attorney John P. Reed	
Chief of Police Ralph J. Potesta	

OATH OF OFFICE FOR POLICE OFFICER

I, Vernon Jimerson-Bell, do solemnly (swear or affirm) that I will support the Constitution of the United States, and the Constitution of the State of Indiana, and that I will faithfully, diligently and impartially discharge my duties as a Police Officer of the Town of Highland, Indiana, according to law, and to the best of my ability, (so help me God).

 Vernon Jimerson-Bell

IN WITNESS, SUBSCRIBED AND SWORN OR AFFIRMED TO BEFORE ME, AN
 OFFICIAL AUTHORIZED TO TAKE ACKNOWLEDGEMENTS, ON THIS 24TH
 DAY OF JUNE 2024.

MARK A. HERAK, CLERK-TREASURER
 TOWN OF HIGHLAND

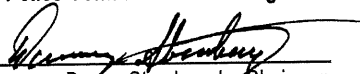
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

CERTIFICATE of APPOINTMENT

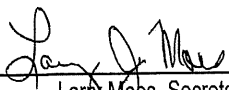
This is to certify that the Town Board of Metropolitan Police Commissioners for the Town of Highland, acting in accordance with applicable law, on the 13th day of June, 2024 in the Town of Highland in said County and State, in which it is set forth and declared Vernon Jimerson-Bell, being of good moral character, was duly appointed to the position of Police Officer, subject to a probationary period, in and for said Town to serve during the probationary or regular appointment if conferred, only during good behavior, subject to the terms and provisions of the Rules, Regulations and Standard Operating Procedures duly adopted and in force for the Highland Metropolitan Police Department and for the citizens of the Town of Highland, all pursuant to I.C. 36-8-9 et seq., with said appointment to be effective, upon its approval, beginning on the 23rd day of June, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and send this certification to be made part of the records of the Town of Highland, Lake County, Indiana this 13th day of June , 2024.

By: **Town Board of Metropolitan
Police Commissioners of Highland**



Danny Stombaugh, Chairman



Larry Moes, Secretary

OATH OF OFFICE

I, **Vernon Jimerson-Bell**, do solemnly (swear or affirm) that I will support the Constitution of the United States, and the Constitution of the State of Indiana, and that I will faithfully and impartially discharge my duties as Police Officer of the Town of Highland, Indiana, according to law, and to the best of my ability, so help me God.

Vernon Jimerson-Bell

IN WITNESS WHEREOF as subscribed and sworn/affirmed before me, I hereunto set my hand and Corporate seal of the Town of Highland, Indiana this _____, 2024. I certify that I am the duly elected, qualified, acting and serving Clerk-Treasurer for the Town of Highland, and as such empowered pursuant to IC. 33-16-4-1; IC 36-5-6-5 to make acknowledgments.

Authority Expiration: The Director of the Lake County Board of Elections and Registration Certified the Election of November 7, 2023, officially November 28, 2023. I was qualified to office upon my oath administered December 21, 2023, to serve for a term of four years commencing at noon January 1, 2024 and concluding before noon January 1, 2028 and a successor is elected and qualified. IC 36-5-6-2(b)

Mark A. Herak
Town of Highland Clerk-Treasurer

I.C. 36-8-9-4(a)(c)Highland Municipal Code § 51; I.C. 5-4-1-1

DETERMINATION of CANDIDATE QUALIFICATION BY TOWN LEGISLATIVE BODY
THE TOWN COUNCIL of HIGHLAND HEREBY DETERMINES that the HEREIN NAMED
CANDIDATE MEETS the QUALIFICATIONS FOR SUCH POSITION, AS DETERMINED by
the TOWN BOARD of METROPOLITAN POLICE COMMISSIONERS and as NOW
APPROVED by the HIGHLAND TOWN COUNCIL which is the TOWN LEGISLATIVE
BODY, UPON PROPER MOTION at its MEETING OF _____ OF 2024.

BY: TOWN COUNCIL of HIGHLAND,
LAKE COUNTY, INDIANA

Philip Scheeringa, President

Doug Turich, Vice -President

George Georgeff, Council Member

Alex Robertson, Council Member

Thomas Black, Council Member

ATTEST:

Mark A. Herak,
Town of Highland Clerk-Treasurer

Administration
 of
 Police Officer's Oath
 Police Officer Candidate
 Andrew M. Kinley
 Monday, June 24, 2024
 Town of Highland
 Metropolitan Police Department

Metropolitan Police Department Police Chiefs
 Established 1955

Ted Hanson (1955)
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Town Board of Metropolitan Police Commissioners Chairman Danny Stombaugh Michael Danko Steve Jurczak Terry Krooswyk Larry Moes	Town Council President Philip Scheeringa George Georgeff Doug Turich Alex Robertson Tom Black
Town Clerk-Treasurer Mark A. Herak Town Attorney John P. Reed Town Board of Metropolitan Police Commissioners Attorney John P. Reed Chief of Police Ralph J. Potesta	

OATH OF OFFICE FOR POLICE OFFICER

I, Andrew M. Kinley, do solemnly (swear or affirm) that I will support the Constitution of the United States, and the Constitution of the State of Indiana, and that I will faithfully, diligently and impartially discharge my duties as a Police Officer of the Town of Highland, Indiana, according to law, and to the best of my ability, (so help me God).

 Andrew M Kinley

IN WITNESS, SUBSCRIBED AND SWORN OR AFFIRMED TO BEFORE ME, AN OFFICIAL AUTHORIZED TO TAKE ACKNOWLEDGEMENTS, ON THIS 24TH DAY OF JUNE 2024.

MARK A. HERAK, CLERK-TREASURER
 TOWN OF HIGHLAND

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

CERTIFICATE of APPOINTMENT

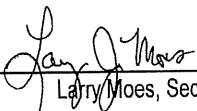
This is to certify that the Town Board of Metropolitan Police Commissioners for the Town of Highland, acting in accordance with applicable law, on the 13th day of June, 2024 in the Town of Highland in said County and State, in which it is set forth and declared Andrew M Kinley, being of good moral character, was duly appointed to the position of Police Officer, subject to a probationary period, in and for said Town to serve during the probationary or regular appointment if conferred, only during good behavior, subject to the terms and provisions of the Rules, Regulations and Standard Operating Procedures duly adopted and in force for the Highland Metropolitan Police Department and for the citizens of the Town of Highland, all pursuant to I.C. 36-8-9 et seq., with said appointment to be effective, upon its approval, beginning on the 23rd day of June, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and send this certification to be made part of the records of the Town of Highland, Lake County, Indiana this 13th day of June , 2024.

By: Town Board of Metropolitan
Police Commissioners of Highland



Danny Stombaugh, Chairman



Larry Moes, Secretary

OATH OF OFFICE

I, **Andrew M Kinley**, do solemnly (swear or affirm) that I will support the Constitution of the United States, and the Constitution of the State of Indiana, and that I will faithfully and impartially discharge my duties as Police Officer of the Town of Highland, Indiana, according to law, and to the best of my ability, so help me God.

Andrew M Kinley

IN WITNESS WHEREOF as subscribed and sworn/affirmed before me, I hereunto set my hand and Corporate seal of the Town of Highland, Indiana this _____, 2024. I certify that I am the duly elected, qualified, acting and serving Clerk-Treasurer for the Town of Highland, and as such empowered pursuant to IC. 33-16-4-1; IC 36-5-6-5 to make acknowledgments.

Authority Expiration: The Director of the Lake County Board of Elections and Registration Certified the Election of November 7, 2023, officially November 28, 2023. I was qualified to office upon my oath administered December 21, 2023, to serve for a term of four years commencing at noon January 1, 2024 and concluding before noon January 1, 2028 and a successor is elected and qualified. IC 36-5-6-2(b)

Mark A. Herak
Town of Highland Clerk-Treasurer

I.C. 36-8-9-4(a)(c)Highland Municipal Code § 51; I.C. 5-4-1-1

DETERMINATION of CANDIDATE QUALIFICATION BY TOWN LEGISLATIVE BODY
THE TOWN COUNCIL of HIGHLAND HEREBY DETERMINES that the HEREIN NAMED
CANDIDATE MEETS the QUALIFICATIONS FOR SUCH POSITION, AS DETERMINED by
the TOWN BOARD of METROPOLITAN POLICE COMMISSIONERS and as NOW
APPROVED by the HIGHLAND TOWN COUNCIL which is the TOWN LEGISLATIVE
BODY, UPON PROPER MOTION at its MEETING OF _____ OF 2024.

BY: TOWN COUNCIL of HIGHLAND,
LAKE COUNTY, INDIANA

Philip Scheeringa, President

Doug Turich, Vice -President

George Georgeff, Council Member

Alex Robertson, Council Member

Thomas Black, Council Member

ATTEST:

Mark A. Herak,
Town of Highland Clerk-Treasurer

2. Consideration of Proposed Additional Appropriations: (controlled and non-controlled funds): Proposed Additional Appropriations in Excess of the 2024 Budget for the Municipal Cumulative Street Fund in the amount of \$40,000.

(a) Attorney verification of Proofs of Publication: The TIMES 10 June 2024.



AFFIDAVIT OF PUBLICATION

Northwest Indiana Times
601 W. 45th Ave.
(219) 933-3333

State of Texas, County of Bexar, ss:

I, Samantha Pryor, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Northwest Indiana Times, a publication that is a "legal newspaper" as that phrase is defined for the city of Munster, for the County of Lake, in the state of Indiana, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

Publication Dates:

- Jun 10, 2024

Notice ID: EmnPMRMKEH9SuXwO3gfz

Publisher ID: 105064

Notice Name: Municipal Cumulative Street Fund Notice

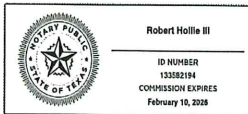
Publication Fee: \$25.39

Samantha Pryor

Agent

VERIFICATION

State of Texas
County of Bexar



Signed or attested before me on this: 06/10/2024

[Signature]

Notary Public

Electronically signed and notarized online using the Proof platform.

**TOWN OF HIGHLAND
NOTICE TO TAXPAYERS OF PRO-
POSED ADDITIONAL
APPROPRIATIONS**

Notice is hereby given the taxpayers of the Town of Highland, Lake County, Indiana, that the Town Council of said Municipality in said Municipal Building, 3333 Ridge Road, at 6:30 p.m. on the 24th day of June 2024 will consider the following additional appropriations in excess of the budget for the current year in the following funds:

Municipal Cumulative Street Fund

Acct. 4431-0000-44010
Sidewalk Replacement \$40,000.00

Total 400 Series: \$40,000.00
TOTAL for the FUND: \$40,000.00

Funds to support these additional appropriations in the Municipal Cumulative Street Fund shall be supported by miscellaneous revenue, unreserved unobligated fund balance on deposit to the credit of the fund.

Taxpayers appearing at such meeting shall have a right to be heard thereon. The additional appropriations, as finally made, will be filed with the Department of Local Government Finance, for its review. The Department of Local Government Finance shall make a written determination of the sufficiency of funds within fifteen days of receipt of a certified copy of the action taken.
TOWN COUNCIL OF HIGHLAND
Phillip Scheeringa, President

By: Mark Herak
Clerk-Treasurer
6/10 - 105064

HSPAXLP

(b) **Public Hearing:** There were no comments from the public

c) Action on **Appropriation Enactment No. 2024-11:** An Enactment Appropriating Additional Moneys in Excess of the Annual Budget for the **Municipal Cumulative Street Fund**, all pursuant to I.C. 6-1.1-18, and I.C. 36-5-3-5

Councilor Robertson introduced and moved for the consideration of Appropriation Enactment No. 2024-11 at the same meeting of its introduction. Councilor Georgeff seconded. Upon a roll call vote, a unanimous vote being necessary, there were four (4) affirmatives and no negatives. The motion passed. The enactment could be considered at the same meeting of its introduction.

Councilor Robertson moved for the passage adoption of Appropriation Enactment No. 2024-11 at the same meeting of its introduction. Councilor Georgeff seconded. Upon a roll call vote, a two-thirds vote being necessary, there were four (4) affirmatives and no (0) negatives. The motion passed. The enactment was passed and adopted upon the signature of the municipal executive at the same meeting of its introduction.

**Town of Highland
Appropriation Enactment
Enactment No. 2024-11**

AN ENACTMENT APPROPRIATING ADDITIONAL MONIES IN EXCESS OF THE ANNUAL BUDGET for the MUNICIPAL CUMULATIVE STREET FUND, ALL PURSUANT TO I.C. 6-1.1-18, and I.C. 36-5-3-5.

WHEREAS, Following a public hearing advertised pursuant to I.C. 5-3-1, it has been determined that it is now necessary to appropriate more money than was appropriated in the annual budget for the **Municipal Cumulative Street Fund**;

WHEREAS, It has been determined that such additional appropriations as may be approved by this enactment, will not increase the levies set under I.C. 6-1.1-17, all pursuant to I.C. 36-5-3-5;

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

Section 1. That for the expenses of said municipality, the following additional sums of money are hereby appropriated and ordered set apart out of the **Municipal Cumulative Street Fund** herein named and for the purposes herein specified, subject to the laws governing the same:

Municipal Cumulative Street Fund

Acct. No. 4431-0000-44010 Sidewalk Replacement \$40,000.00

Total 400 Series: \$40,000.00

Fund Total: \$40,000.00

Section 2. That the Clerk-Treasurer is hereby authorized and instructed to inform the Department of Local Government Finance of this action and that these monies be made available for expenditure pursuant to I.C. 6-1.1-18.

Section 3. 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 24th day of June 2024. 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 24th Day of June 2024, 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**

Philip Scheeringa, President (IC 36-5-2-10)

ATTEST:

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

Comments from the Public or Visitors: There were no comments from the public or visitors.

Staff Reports: None

Communications:

Baby Box Dedication at Central Fire Station on June 28, 2024 at 1:00 o'clock p.m.

The Lake County Solid Waste Management District is no longer accepting batteries at individual sites due to a fire at the Lowell Town Hall. Batteries should be disposed on

during the Town's Hazard Waste Day at the Public Works Facility on July 27 or drop off the batteries at one of the Hazard Collection Sites.

The 4th of July Festival runs from July 3rd through July 7th. The two-light parade is Wednesday, July 3rd at 6:30 o'clock p.m. The drone show is Sunday, July 7th at 9:00 o'clock p.m.

Appointments:

• Statutory Boards and Commissions

Executive Appointments (May be made in meeting or at another time)

Regional Statutory Commissions or Boards

1. **Waterworks Board of Directors:** (1) appointment to be made by Town Council President. *(Note: Formerly held by Curt Schroeder (D), term ending 1st Monday January 2025). Current composition of the board is two Republicans and two Democrats. No more than three of any one party under state law.*

Home Rule Boards and Commissions

2. **Shared Ethics Advisory Commission.** (1) appointment to be made by Town Council President. *(Note: Fill vacancy made by resignation of Rev. Tim Huizenga.) (Made pursuant to Article 5, Subdivision (A) of the Interlocal Cooperation Agreement Establishing the Shared Ethics Entity. Qualifications are to be persons who live work or hold property in the county. Further persons appointed must be of good character and not hold any positions within the local government.)*

Legislative Appointments

Regional Statutory Commissions or Boards

Home Rule Commissions

1. **Main Street Bureau Board:** (17) appointments to be made by the Town Council. Term: Two years ending 1 Jan 2025. *There are currently 13 of the 17 in place and serving. Currently serving are Rhonda Bloch, Teri Yovkovich, Renee Reinhart, Alex Robertson, Diane Barr-Roumbus, James Roumbus Sandy McKnight, Al Simmons, Ben Reinhart, Sandy Ray, Kathy Smailis, Ben Tomera and Laura Pilewski.*
2. **Community Events Commission** *Multi-year positions:* (4) appointments to be made by the Town Council. **Term: 4 years.** *(Note: Currently vacant)*

Single year positions: (9) appointments to be made by the Town Council. **Term: 1 year.** *There are currently 5 of the 9 in place and serving. (Note: Currently serving, Jack Rowe, Linda Carter, Rachael Carter, Kathy Burke and Olga Briseno)*

General Orders and Unfinished Business: None

New Business:

1. **Resolution No. 2024-12:** A Resolution Approving an Interlocal Cooperation Agreement between the Incorporated Town of Highland and the School Town of Highland for the Utilization of School Resource Officer Program Services for 2024-2025.

Councilor Black moved the passage and adoption of Resolution No. 2024-12. Councilor Robertson seconded. Upon a roll call vote of the elected officials, there were four (4) affirmatives and 0 negatives. The motion passed. Resolution No. 2024-12 was adopted pending the signature of the Town Council President.

**TOWN OF HIGHLAND
TOWN COUNCIL RESOLUTION No. 2024-12**

A Resolution Approving an Interlocal Cooperation Agreement between the Incorporated Town of Highland and the School Town of Highland for the Utilization of School Resource Officer Program Services for 2024-2025

WHEREAS, Indiana Code 36-1-7-1, et seq., allows local government entities to make the most efficient use of the powers by enabling them to mutually utilize services for the mutual benefit of each other; and

WHEREAS, The Incorporated Town of Highland and the School Town of Highland, Lake County, Indiana are municipal corporations empowered by the aforesaid Interlocal Cooperation Act, as amended, with authority to contract with each other on a basis of mutual advantage so as to better provide public services and facilities at a shared cost; and

WHEREAS, The Incorporated Town of Highland and the School Town of Highland desire to enter into a joint agreement pursuant to IC 36-1-7-1, et seq., to provide for the ability and flexibility to obtain for the Highland Students certain gang resistance training, a heightened law enforcement presence in the local public schools as well as other related services for the mutual benefit of the participating entities, and at a shared cost,

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

Section 1. That a joint agreement, a copy of which is attached and incorporated herein by reference, among and between the Incorporated Town of Highland and the School Town of Highland entered into by the Town of Highland by and through its

Town Council, this 24th Day of June 2024 is hereby authorized and approved in each and every respect;

Section 2. That the purpose of this agreement is to authorize and allow the Town Council of the Town of Highland and the School Board of Trustees to act as a joint board of the two participating entities to mutually support and utilize certain specified services associated with the **School Resource Officer Program** for the mutual benefit of the participating entities at shared costs;

Section 3. That the Clerk-Treasurer of the Town of Highland is hereby authorized to execute the duties related to the payment, collection and accounting for all moneys of this joint undertaking, pursuant to the terms of this agreement, in a manner that is mutually acceptable with the duly constituted and acting business official of the School Town of Highland;

Section 4. That the governing boards of the participating entities may be convened as a joint board, or may act as a joint board at separate meetings of the respective governing bodies of the participating entities in which the entities concur;

Section 5. That the governing boards of the participating entities may create a committee comprised of representatives from both participating entities or may designate a single individual from each of the participating entities, which may perform such administrative ministerial duties as the joint board may direct and the agreement may provide;

Section 6. That the President of the Highland Town Council and the Clerk-Treasurer are hereby authorized to execute the joint Interlocal Governmental Agreement with their signatures and any additional documents in order to implement the agreement;

Section 7. That this agreement shall be effective as indicated in and pursuant to its provisions, after the agreement has been authorized and approved by each of the participating entities, evidenced by passage and adoption of a similar Resolution all pursuant to I.C. 36-1-7-2;

Section 8. That upon its approval, this agreement repeals the agreements governing the school resource officer program, the first adopted January 17, 1997 and its succeeding agreements;

Section 9. That before this agreement takes effect, it must be recorded with the Office of the Lake County Recorder. No later than sixty (60) days after it takes effect and is recorded, the agreement must be filed with the Office of the State Board of Accounts for audit purposes, all pursuant to I.C. 36-1-7-6.

Duly Adopted by the Town Council of the Town of Highland, Lake County, Indiana, the 24th day of June 2024. Having been passed by a vote of 4 in favor and 0 opposed.

TOWN COUNCIL of the TOWN of
HIGHLAND, INDIANA

Philip Scheeringa, President (IC 36-5-2-10)

Attest:

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

INTERGOVERNMENTAL AGREEMENT

This Interlocal Governmental Agreement made and entered into in accordance with I.C. 36-1-7 by and between the TOWN OF HIGHLAND (hereinafter called "Town") and the SCHOOL TOWN OF HIGHLAND (hereinafter called "School Town"), both municipal and corporations organized and operating under the laws of the State of Indiana.

WITNESSETH THAT:

WHEREAS, The Town desires to provide a Town of Highland Police Officer to the School Town to serve in the capacity as School Resource Officer to instruct in the Officer Friendly program, and to perform other related duties.

THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Town agrees to provide to the School Town the service of one (1) Highland police officer to serve as a School Resource Officer. The purpose of the School Resource Officer will be to minimize the potential for hate crimes/bullying, alcohol and drug-related use, gang-related activities, and disruption and/or criminal behavior in and around schools, such as theft, vandalism, truancy, etc. in the most effective and efficient manner possible. The School Resource Officer shall at all times, remain an employee of the Town, which shall be solely responsible for payment of all salary, insurance, worker's compensation coverage, and benefits owing by reason of the Officer's employment. The Resource Officer's duties shall include those listed on the attached Exhibit B on "*Essential Functions.*" The SRO shall be considered a "school official" when acting with the intent to promote a safe school environment by enforcing laws, school policies and all other rules and procedures of the school corporation. The School shall have input, at all times, on the Resource Officers duties under this agreement. The Resource Officer shall be a resource to all School Town of Highland staff as Safe School Plans designate or as need arises. The Resource Officer shall remain subject to all laws, rules, and regulations governing police officers of the jurisdiction and lawful orders of superior officers of the police department.

2. In consideration of the same, the School Town agrees to pay for said services in accordance with the terms of this Agreement the amount of **\$99,570.71 for a period of 180 days** during the **2024-2025** school year. The basis for said compensation to the Town is presented as an exhibit to this agreement incorporated herein by reference. The School Town's compensation shall be paid in two (2) equal installments, as follows:

- (A) the first being due on or before January 31, 2025;
- (B) the second payment being due on or before June 30, 2025.

3. The Clerk-Treasurer of the Town shall be authorized to execute the duties of receiving payments from the School Town as described in paragraph two (2) and of disbursing and accounting for all such monies in a manner consistent with the terms of this Agreement.

4. The School Resource Officer will be assigned on a full-time basis to the School Town the equivalent of up to one hundred eighty (180) days during the school year. The School Town will only be financially responsible for the equivalent number of days actually worked by the School Resource Officer.

5. The School Resource Officer will wear clothing that will easily identify him or her as a police officer.

6. The School Resource Officer will not take personal time off when school is in session. If sick, he must notify the receptionist at the School Town Administration Center. A substitute may be assigned subject to mutual approval of the Police Chief and the School Superintendent.

7. Lunch must be eaten in a School Town cafeteria unless prior arrangements have been made with the Superintendent/designee.

8. The Town will assume all costs and responsibility of initial and ongoing training associated with the School Resource Officer position. Any vehicle or additional equipment or expenses necessary for the program shall be paid for by the Town.

9. The Town shall be responsible for selecting the police officer to serve as the School Resource Officer, subject to the consent and approval of the School Town. The School Town has final authority on the content of all instructional materials used by the School Resource Officer.

10. The administration of the terms of this Agreement shall supersede any previous Agreement and shall be accomplished through the Superintendent of the School Town or designee and the Chief of Police or designee.

11. Any other provision of this Agreement to the contrary notwithstanding this Agreement may be changed or modified only with the written consent of both parties.

12. All notices or communications provided herein shall be in writing and delivered either in person or via certified or registered United States mail, return receipt requested, and with the proper postage prepaid, addressed to the party for whom such notice or communication is intended.

13. Should any part, term, or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portion or provisions shall not be affected thereby.

14. No failure or delay in performance of the executed service Agreement by either party shall be deemed to be a breach when such failure or delay is occasioned by or due to any Act of God, strike, lockout, war, riot, epidemic, explosion, sabotage, the binding order of any court or governmental authority, or any other cause, whether of the kind enumerated above or otherwise, not within the control of the party claiming suspension, actually provided that no cause or

contingency shall relieve the School Town of its obligation to make payment for the services of the School Resource Officer programs actually provided by the Town.

15. This Interlocal Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

16. Before this agreement takes effect, it must be recorded with the Office of the Lake County Recorder. No later than sixty (60) days after it takes effect and is recorded; the agreement must be filed with the Office of the State Board of Accounts for audit purposes, all pursuant to I. C.36-1-7-6.

Participant Counterpart

EFFECTIVE DATE. This agreement shall be effective after the same has been ratified by each of the participating entities by Ordinance or Resolution all pursuant to I.C.36-1-7-2.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

TOWN OF HIGHLAND, INDIANA
3333 Ridge Road, Highland, Indiana 46322

Through its Town Council

By: _____
Philip Scheeringa, Town Council President

Attest:

Mark Herak,
Clerk-Treasurer

Participant Execution Date: _____

Approved as to Legality and Form:

John P. Reed, Attorney

Participant Counterpart

EFFECTIVE DATE. This agreement shall be effective after the same has been ratified by each of the participating entities by Ordinance or Resolution all pursuant to I.C. 36-1-7-2.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

SCHOOL TOWN OF HIGHLAND, INDIANA
9145 Kennedy Avenue, Highland, Indiana 46322

Through its Board of Trustees

By: _____
Victor Garcia, President

Attest:

Allencia Ballad, Secretary

Participant Execution Date: _____

Approved as to Legality and Form:

Rhett L. Tauber, Attorney

Exhibit A

**Assumed Cost for School Resource Officer
2024-2025
Exhibit**

	2024	2025
Salary		
Base Salary Corporal	\$ 81,455.40	\$ 85,528.17 *
Assigned officer's longevity	\$ 2,059.00	\$ 2,184.00 #
One Time Pay Premium		
	\$ 83,514.40	\$ 87,712.17
Subtotal:		
 Benefits		
Medical Insurance (Family coverage)	\$ 33,100.92	\$ 36,411.01 **
Employer Contribution to Health Savings Account	\$ 3,092.00	\$ 3,092.00
Dental Insurance	\$ 1,571.04	\$ 1,728.14 **
Life Insurance (.140 per \$1000 of gross payroll, up to \$50k)	\$ 84.00	\$ 92.40 **
AD&D (.02 per \$1000 of gross payroll, up to \$50k)	\$ 12.00	\$ 13.20
Dependent life insurance coverage (\$1.50/mo)	\$ 18.00	\$ 19.80
 Medicare	\$ 1,210.96	\$ 1,271.83
Employer Contribution to PERF	\$ 15,114.01	\$ 16,063.58 ***
Workers Compensation Insurance (2.06/\$100 salary)	\$ 1,720.40	\$ 1,806.87
Law Enforcement Liability Insurance (no discrete premium)		
Subtotal Benefits:	<u>\$ 55,923.33</u>	<u>\$ 60,498.83</u>
Grand Total:	<u>\$ 139,437.73</u>	<u>\$ 148,211.00</u>

Instruction Days: 180
School Year Days: 260

	2024	2025
	<i>Daily rate based upon 260 days</i>	
** Assumes a 10% increase	\$ 536.30	\$ 570.04
	First Semester	Second Semester

School Compensation for 2024-2025 School Year:

FIRST SEMESTER: 2024 Days Instruction in School = 90 based upon school calendar

<i>Daily rate: =(Total Salary for Year/260)</i>	\$ 536.30	Semester 1:	\$ 48,266.90
SECOND SEMESTER: 2025 Days Students are in School = 90			
<i>Daily rate: =(Total Salary for Year/260)</i>	\$ 570.04	Semester 2:	\$ 51,303.81
			School Total: \$ 99,570.71

*** PERF PUBLIC SAFETY Employer is 20.3% 1/1/25
on the 1st Class Patrol Officer plus 20 years longevity

1st Installment Due by December 31, 2024:	\$ 49,785.36
2nd Installment Due by June 30, 2025:	\$ 49,785.36

A 5% change in the basic bi-weekly salary is contemplated in this initial calculation for 2025

Exhibit B

1. The SRO shall be considered a “school official” for purposes of assisting educators in maintaining a safe and effective learning environment. “School Official” status includes:
 - a. Conducting searches and seizures based on reasonable suspicion that a student is violating the law or rules of the school pursuant to federal law (New Jersey v. TLO, (469 US 325 (1985)) and Indiana law (Meyers v. State, 839 N.E. 2d 1154 (2005); D.L. v. State, 877 N.E. 2d 500 (2007); and T.S. v. State, 863 NE 2d 362 (2007)).
 - b. Preventing a campus crisis by intervening in misconduct that violates school rules that would, if ignored, place students, faculty, and staff at risk of harm. NOTE: Disciplining students is a School District responsibility. Nevertheless, the SRO will intervene and take the student(s) who violate school rules to the principal where school discipline can be meted out.
2. The SRO shall exchange relevant information with school officials pursuant to federal law (FERPA at CFR 99.31(a)(5)(i); 34 CFR 99.38) and Indiana law IC 31-39-9-1; IC 31-39-4-1; IC31-37-4-3) and cooperate with the Juvenile Court and other agencies that are concerned with juvenile crime prevention.
3. The SRO shall serve as a resource person between school personnel and law enforcement to maintain maximum school safety and security for students, staff, and faculty.
4. The SRO shall serve as a member of the guidance team/administrators and school safety teams. The Resource Officer shall work with faculty, administrators, staff, and faculty.
5. The SRO shall assist administrators, upon request, in tasks such as investigating theft, break-ins, assault, vandalism, drug/alcohol use or possession, and other occurrences where police intervention is either required or beneficial.
6. The SRO shall assist with supervision and resolution of students, youth or adults who loiter around school facilities.
7. The SRO shall assist in communication with parents/guardians.
8. The SRO shall participate in ongoing efforts to acquaint parents, students, and school personnel with his/her responsibilities.

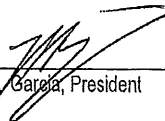
Participant Counterpart

EFFECTIVE DATE. This agreement shall be effective after the same has been ratified by each of the participating entities by Ordinance or Resolution all pursuant to I.C. 36-1-7-2.


IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

SCHOOL TOWN OF HIGHLAND, INDIANA
9145 Kennedy Avenue, Highland, Indiana 46322

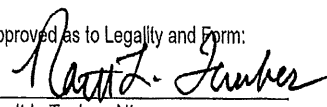
Through its Board of Trustees

By: 
Victor A. Garola, President

Attest:


Allencia Ballard, Secretary

Participant Execution Date: 06/18/2024

Approved as to Legality and Form:

Rhett L. Tauber, Attorney

2. **Proposed Ordinance No. 1792-D:** An Ordinance to Amend Ordinance No. 1792, an Ordinance 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 regarding the elimination of the Dispatch Clerk and Master Gardner Positions and the Establishment of Compensation Ranges in the Public Works Department (Agency).

Councilor Robertson introduced and moved the consideration of Ordinance No. 1792-D at the same meeting of introduction. Councilor Georgeff seconded. Upon a roll call vote, a unanimous vote being necessary to consider the Ordinance on the same night of introduction, there were four (4) affirmatives and no negatives. The motion passed. The Ordinance could be considered at the same meeting of its introduction.

Councilor Robertson moved the passage and adoption of Ordinance No. 1792-D at the same meeting of its introduction. Councilor Georgeff seconded. Upon a roll call vote, a two-thirds vote being necessary, there were four (4) affirmative votes and no negatives. The motion passed. Ordinance No. 1792-D was passed and adopted upon the signature of the municipal executive at the same meeting of its introduction.

ORDINANCE No. 1792-D
of the
TOWN of HIGHLAND, INDIANA

AN ORDINANCE to AMEND ORDINANCE No. 1792, AN ORDINANCE 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 REGARDING the ELIMINATION of the DISPATCH CLERK and MASTER GARDNER POSITIONS and the ESTABLISHMENT of COMPENSATION RANGES in the PUBLIC WORKS DEPARTMENT (AGENCY).

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 2024 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 create the COMPENSATION RANGES within the Public Works Department (Agency); and

WHEREAS, The Town Council of the Town of Highland, as the town legislative body, has been advised that it is necessary and desirable to create and fix compensation ranges based upon the needs of the Public Works Department (Agency); and

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; 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 Section 9 (B) of Ordinance No. 1792 be amended by repealing Section 9(B) of that Ordinance in its entirety and replacing with the following section, which shall read as follows:

Section 9. *Public Works Department (Agency).* 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 **Public Works Department** as follows:

(B) Associate Staff and Employees

(1) Administrative Assistant	*(1)	\$ 25.00 - \$ 26.75 per
hour		

(2) Public Works Secretary* (1) \$20.08 - \$21.83 per hour
 hour

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

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

(3) Utility Worker/Equipment Operator (5) \$ 25.65 - \$27.40 per hour

(4) Senior Utility Technician (1) \$ 24.90 - \$ 26.80 per hour

(5) Utility Technician (2) \$ 20.75 - \$ 22.50 per hour

(5) Utility Worker/Driver (9) \$23.90 - \$25.65 per hour

(6) Utility Worker (4) \$18.00 - \$19.75 per hour

(7) Lead Pump Station Operator (1) \$27.33 - \$29.08 per hour

(8) Pump Station Operator (1) \$23.91 - \$25.66 per hour

(9) Senior Mechanic (1) \$24.90 - \$26.65 per hour

(10) Mechanic ** (2) \$23.10 - \$24.85 per hour

(11) Sign and Traffic Control Tech (1) \$22.25 - \$24.00 per hour

(12) Custodian (1) \$16.30 - \$18.05 per hour

****Once a worker is assigned the Senior Mechanic's position, the authorization for this position is (2).**

(13) Secretary (part-time) \$10.53 - \$21.83 per hour

(14) Laborer (*not truck driver*)(*part-time*) \$10.53-\$ 13.62 per hour

(15) Laborer, Seasonal Leaf Collection \$10.85 - \$10.85 per hour

(16) Driver C Seasonal (must have a CDL) \$18.55 - \$18.55 per hour

(17) Temporary (Summer Help) \$11.00 - \$14.40 per hour

Employees moving between positions, would start over at the beginning hourly rate for said new position.

Section 2. That Section 9 (D)(1)(2)(3) of Ordinance No. 1792 be amended by repealing Section 9(D)(1)(2)(3) of that Ordinance in its entirety and replacing with the following section, which shall read as follows:

(D) *Certifications.* A full-time worker described below possessing a relevant professional certification from a generally accepted professional association as may be authorized or approved by the proper officer, the base rate shall have an additional compensatory adjustment according to the following schedule:

(1) The positions *Pump Station Operator, Utility Worker, Sign & Traffic Control Technician* are eligible for the following certification pay:

Commercial Driver's License add to the hourly base pay: \$0.75

(2) The position *Pump Station Operator* is eligible for the following certification pay:

CT Operator's License add to the hourly base pay: \$ 1.46

(3) The positions *Sr. Utility Technician, Utility Technician, Utility Worker/Equipment Operator, Utility Worker/Driver and Utility Worker* are eligible for the following certification pay:

DSL Operator's License add to the hourly base pay: \$ 1.46

Section 3. That all portions of ordinances in conflict with this ordinance are hereby repealed and are of no further force nor effect;

Section 4. Rewritten job descriptions will be on file for any position created, modified and authorized by this ordinance and maintained on file with the Public Works Department (Agency) and the Office of the Clerk-Treasurer;

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 an emergency exists for the immediate taking effect of this Ordinance which, shall become effective and shall remain in full force and effect from and *after the date of its passage and adoption* pursuant to any constrains currently in force

in Ordinance No. 1792 and until its repeal or amendment by subsequent enactment;

Section 7. That the provisions set forth in Section 2, shall be effective from July 7, 2024 and continue thereafter until amended , modified or repealed by passage and adoption of a successor ordinance.

(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 24th day of June 2024. Consideration on same day or at same meeting of introduction sustained a vote of 4 in favor and a vote of 0 opposed, pursuant to IC 36-5-2-9.8.

DULY ORDAINED and ADOPTED this 24th Day of June 2024, 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**

Philip Scheeringa, President (IC 36-5-2-10)

Attest:

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

- 3. Authorizing the proper officer to publish legal notice of a public hearing: Authorize a public hearing to consider proposed additional appropriations for Monday, July 8, 2024. Corporation General Fund, \$19,000.**

Councilor Georgeff moved to authorize the proper officer to publish legal notice of a public hearing to consider proposed additional appropriations as indicated. Councilor Robertson seconded. Upon a roll call vote, there were four (4) affirmatives and no negatives. The motion passed. The proper officer was authorized to publish the legal notice.

Town of Highland • Office of the Town Clerk-Treasurer
Highland Municipal Building • 3333 Ridge Road • Highland, Indiana 46322

Thursday June 21, 2024

ATTENTION LEGAL NOTICES

Ms. Nicole Muscari
Amanda Koepp
Christina Palama
Customer Service Representative
The Times
601- 45th Avenue
Munster, Indiana 46321

Sent Via Facsimile & Electronic Transmission

Re: Legal Notice for Hearing on Proposed Additional Appropriations in the General Fund

Dear Nicole Muscari, Amanda Koepp, Christina Palma:

Hello. Attached, please find one (1) notice for a public hearing regarding proposed additional appropriations in **General Fund** as indicated. Please publish this notice one (1) time in satisfaction of I.C. 6-1.1-18-5 *et seq.* and I.C. 5-3-1-2(b). *I have also sent this request by electronic mail.*

The enclosed notice should be published *on or before* **Wednesday, June 26, 2024**. As always, please send two (2) proofs of publication for our files. We should have these proofs as soon as possible following their publication in order to permit the Town Attorney to review them prior to the hearing. Our hearing is set for *Monday, July 8, 2024*.

If you have any questions, please feel free to contact me. Thank you for the processing of these requests. Also, if you will, please confirm your receipt by emailing me mherak@highland.in.gov.

Again, I thank you very much.

Sincerely,

Mark Herak
Clerk-Treasurer
Enclosure:
(1) Notice for General Fund

**TOWN OF HIGHLAND
NOTICE TO TAXPAYERS OF PROPOSED ADDITIONAL
APPROPRIATIONS**

Notice is hereby given the taxpayers of the Town of Highland, Lake County, Indiana, that the Town Council of said Municipality in said Municipal Building, 3333 Ridge Road, at 6:30 p.m. on the 8th day of July 2024, will consider the following additional appropriations in excess of the budget for the current year in the following funds:

General Fund	
Acct. 1101-0009-111.32 General Fund – OPO Seat Belt/OWI	\$19,000.00
Total 100 Series:	\$19,000.00
TOTAL for the FUND:	<u>\$19,000.00</u>

Funds to support these additional appropriations in the General Fund shall be supported by miscellaneous revenue, unreserved unobligated fund balance on deposit to the credit of the fund.

Taxpayers appearing at such meeting shall have a right to be heard thereon. The additional appropriations, as finally made, will be filed with the Department of Local Government Finance, for its review. The Department of Local Government Finance shall make a written determination of the sufficiency of funds within fifteen days of receipt of a certified copy of the action taken.

**TOWN COUNCIL of HIGHLAND
Phillip Scheeringa, President**

By: Mark Herak
Clerk-Treasurer

Authorizing the proper officer to publish legal notice of a public hearing: Public Hearing to consider additional appropriations in the amount of \$19,000.00 in the in the General Fund.

4. **Works Board Order No. 2024-26:** An Order of the Works Board Accepting and Ratifying the proposal from Alpine Amusement Company, Incorporated to Furnish, Present and Operate Rides, Concessions and Attraction Services for the Town of Highland, associated with Independence Day and BBQ Festivities.

Councilor Robertson moved the passage and adoption of Works Board Order No. 2024-26, inclusive of the Council President signing the miscellaneous provisions and addendum no. 1. Councilor Black seconded. Upon a roll call vote, there were four (4) affirmatives and no negatives. The motion passed. The order was adopted upon the signature of the municipal executive.

Town of Highland
Board of Works
Order of the Works Board 2024-26

An Order of the Works Board Accepting and Ratifying the Proposal of Alpine Amusement Company, Incorporated to Furnish, Present, and Operate Rides, Concessions, and Attractions Services for the Town of Highland, Associated with Independence Day and BBQ Festivities.

Whereas, The Town of Highland, as part of its exercise of public powers related to culture and recreation, generally conferred in IC 36-10-2, now desires to celebrate the autumn season, with appropriate festivals;

Whereas, The Clerk-Treasurer, pursuant to Section 3.05.050 (D)(9) of the HMC, serves as the Purchasing Agent for any department or office for which an agent is not otherwise expressly provided, and for all executive departments of the municipality; and

Whereas, The Town Council as the Works Board, pursuant to Section 3.05.030 (A) of the HMC, serves as the Purchasing Agent for any department or office for which an agent is not otherwise expressly provided, and for all executive departments of the municipality;

Whereas, The *Alpine Amusement Company, Incorporated* of Naperville, Illinois has presented to the Community Events Commission a proposed agreement to *Furnish, Present, and Operate Rides, Concessions, and Attractions* services for the Town of Highland to be conducted during the annual Independence Day Festivals;

Whereas, The Community Events Commission favorably recommends to the purchasing agency, the approval of the proposed agreement for to *Furnish, Present, and Operate Rides, Concessions, and Attractions* services to the Town of Highland to be conducted on and around Independence Day, with for five days starting July 3rd and ending July 7th, 2024;

Whereas, The Community Events Commission further favorably recommends to the purchasing agency, the approval of the proposed agreement for to *Furnish, Present, and*

Operate Rides, Concessions, and Attractions services to the Town of Highland to be conducted on and around Independence Day, with dates to be determined for the years 2025, and 2026 as amended;

Whereas, These professional services owing to their unique requirements and character, as a service, may be purchased in a manner that is determined to be reasonable, pursuant to Section 3.05.090 of the HMC and IC 5-22-6;

Whereas, The contact *involves a value that could exceed fifteen thousand dollars*, and is for a term of more than one year in duration, so pursuant to HMC Section 3.05.040(C), it requires the express approval of the purchasing agency;

Whereas, The purchase of services will be supported by the Special Events Non-reverting Fund of the Town and there is and will be sufficient appropriation or resources in order to support the purchase of services; and,

Whereas, The Town Council now desires to approve, authorize and allow the purchase of services pursuant to the terms stated herein,

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

Section 1. That the proposal *Furnish, Present, and Operate Rides, Concessions, and Attractions* services of **Alpine Amusement Company, Incorporated**, 2648 Wild Timothy Road, Naperville, Illinois, 60564, prepared and presented by its proper representative, which includes furnishing of services for particular dates in 2024 and for dates to be determined, for 2025 and 2026 according to the written terms set forth in the proposal, is hereby accepted, approved and adopted in every respect, provided that **Alpine Amusement Company, Incorporated** complies with the provisions of IC 22-5-1.7 et seq., and completes the relevant portions of the attached exhibit styled as Addendum for e-verify, subject to the following:

(A) That the proposal changes its provisions to reflect the increase in public liability to \$5,000,000 and with the Town of Highland being named a co-insured and being indemnified;

(B) That the proposal specifically names the Town of Highland as an additional insured on a primary, non-contributory basis and include a waiver of subrogation in favor of the Town of Highland to the general liability policy;

(C) That there be also an auto liability limit of \$1,000,000 and that the vendor will carry workers compensation coverage equal to the state statutory limits.

Section 2. That the payments to the Town of Highland by Alpine of \$200 for each concession booth to be operated on the grounds and the payment of twenty-seven percent (27%) of the gross receipts of monies derived from the sale of admission tickets for

various attractions and rides is found to be reasonable and fair for the services and frequencies described;

Section 3. That the Town Council finds and determines that the manner of purchase for these professional services owing to their unique requirements and character as a service, is both reasonable and appropriate, pursuant to Section 3.05.090 of the HMC and IC 5-22-6;

Section 4. That the Clerk-Treasurer is hereby authorized to issue a purchase order, if applicable, to **Alpine Amusement Company, Incorporated** and to execute all documents necessary to implement the purchase of services thereof;

Section 5. That the proper officers of the municipality are hereby authorized to identify the several funds of the municipality that may be lawfully expended in order to support and implement the purchase of these services.

Be it so Ordered.

DULY, PASSED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 24th day of June 2024 having passed by a vote of 4 in favor and 0 opposed.

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

Philip Scheeringa, President (IC 36-5-2-10)

Attest:

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

ALPINE AMUSEMENT CO. INC.

2648 Wild Timothy Rd. Naperville, IL 60564

Phone: 630-922-3188

Fax: 630-922-0589

This agreement made this 24th day of June, 2024, by and between Alpine Amusement Co., Inc., Party of the First Part and Town of Highland, Indiana, Party of the Second Part. Second Part agrees to furnish a location for the erection and operation of a combination of rides, shows and concessions known as Alpine Amusement Co., Inc. Party of the Second Part also agrees to furnish and pay for any tax, permits or licenses that may be required for operation, and for all water, lot and street privileges necessary for operating, conducting, and placing of all attractions and concessions (the location must be agreeable and acceptable to the Party of the First Part).

Party of the First Part further agrees to furnish all electrical connections and electric current necessary for the power and illumination of all rides, shows and concessions. Said current to be for operating hours and to be supplied until all attractions are dismantled at the close of the engagement. Party of the First Part also agrees to furnish Uniformed Ride Attendants, Foreman on Festival grounds at all times, All ticket boxes and coupons for ride admittance and \$5,000,000 aggregate public liability and property damage certificate of insurance. (Alpine Amusement Co. is not liable for your employees and volunteers).

Party of the Second Part also agrees to have location, electrical service and water available Tuesday before event. If streets are used for location of said attractions, Party of the Second Part agrees to have them closed to traffic and parking no later than 12:01 A.M. Tuesday before event.

IN CONSIDERATION OF THE ABOVE, Party of the First Part agrees to furnish, present and operate rides, concessions, and attractions at Main Square Park for a period of 5 days, starting July 3, 2024 and ending July 7th, 2024 for an event to be known as 4th OF JULY FESTIVAL. To pay the Second Part the sum of \$200 for each concession or booth operated on the grounds during the engagement. Any concession closed or unable to operate shall pay pro rata for actual days operated. To pay the Party of the Second Part 27% of the gross receipts from monies derived from the sale of admission tickets at the various attractions and rides.

The settlement of the concessions and booths, and the percentage on the attractions and rides shall be made on the closing of the engagement.

Highland Parks & Recreation Festival Committee is responsible for the following services:

- *The handling for all festival advertising and promotion
- *Sufficient police protection and security
- *A 24 hour access to sanitary toilet facilities, starting Monday morning
- *Trash receptacles for midway clean-up operation

- *Parking area for semi-trailers, trucks and travel trailers
- *A 24 hour access to water and electric for sanitary conditions, starting Monday morning

REMARKS: This is a 3 year contract for years 2024, 2025, and 2026. The dates of the festival to be determined for years 2024 through 2026. Alpine Amusement Co will provide ticket sellers. Alpine Amusement Co will provide a sales report for each day.

UNLIMITED RIDE SPECIAL \$30.00/PERSON PER DAY ; Last Blast \$25 per person last day 5-8PM (Days and hours of special to be determined at later date)
Hours of event will be: TBD

IT IS FURTHER UNDERSTOOD AND AGREED:

Party of the First Part assumes no liability for any accident that might be caused by streets or other locations being left open to local traffic or parking during erection, dismantling, or operation of equipment or to trespassers while equipment is not in operation. Party of the Second Part agrees to indemnify and hold harmless the Party of the First Part for any defects relating to the condition of the grounds.

It is understood and agreed that there shall be no other riding devices, shows, attractions, or concessions (including confections to be known as popcorn, cotton candy, funnel cakes, corn dogs, snow cones, nachos, coke and other soft drinks other than those furnished by Alpine Amusement Co., Inc. except those furnished by the Party of the Second Part (and those agreed upon, prior to the event).

That there is no other contract or promise expressed or implied, written or verbal. That should any other or additional agreement become necessary, the same shall be void unless reduced to writing and signed by the parties hereto.

That this agreement in part or entirety is subject to strikes, suspension of electric service, failure of transportation facilities, Government decrees, fire, floods, wrecks, tornadoes, war, riots, public demonstrations, or other good and sufficient reasons beyond the control of either party hereto. Both parties agree to work together to make this event a success.

IN WITNESS WHEREOF, we set our hands and seals in good faith this 24th day of June, 2024.

Town Council of the Town of Highland

ALPINE AMUSEMENT CO., INC.

By: _____
Party of the Second Part

By: _____
Party of the First Part

Void if not returned by June 24, 2024.

CLAUSE (ADDENDUM) and AFFIDAVIT ADDENDUM TO BE ADDED TO
CONTRACT FOR SERVICES TO BE PROVIDED TO TOWN OF HIGHLAND
(as required by I.C. 22-5-1.7 -11, effective July 1, 2011)

Verification of Work Eligibility Status

1. _____ of ALPINE AMUSEMENT COMPANY, INC., , 2648
Wild Timothy Road, Naperville, Illinois 60564, (hereinafter called "Contractor")
understands and agrees that:

- (A) It is required to enroll in and verify the work eligibility status of all employees hired after the date of this contract through the E-Verify program.
- (B) This requirement shall be waived if the E-Verify program ceases to exist. For the purposes of this paragraph, the "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603); and

2. An authorized representative of the Contractor has signed the attached affidavit concerning the employment of unauthorized aliens.

This contract clause is developed pursuant to SEA 590 codified as IC 22-5-1.7-11 (a)(1).

Proper Officer

Title:

Date: _____

5. Works Board Order No. 2024-33: An Order of the Works Board Authorizing and Approving the Agreement between Illiana A.T.M. and the Town of Highland for providing ATM machines and Operational Support and Related Services with the Town of Highland's, Independence Day Festivities.

Councilor Black moved the passage and adoption of Works Board Order No. 2024-33. Councilor Robertson seconded. Upon a roll call vote, there were four (4) affirmatives and no negatives. The motion passed. The order was adopted upon the signature of the municipal executive.

Town of Highland
Board of Works
Order of the Works Board 2024-33

An Order of the Works Board Authorizing and Approving an Agreement between Illiana A.T.M and the Town of Highland for ATM Machines and Operational Support and Related Services Associated with the Town of Highland's 2024 Independence Day Festivities.

Whereas, The Town of Highland, as part of its exercise of public powers related to culture and recreation, generally conferred in IC 36-10-2, annually marks the anniversary of the Nation's declaration of Independence with appropriate festivals including live musical performance as entertainment;

Whereas, Illiana A.T.M. , 6932 Knickerbocker Parkway, Hammond, Indiana, 46323, has presented to the Town of Highland a proposed agreement for ATM Machines and operational support and related services for the Town of Highland's 2023 Independence Day Festivities;

Whereas, It is recommended to the purchasing agency, the approval of the proposed agreement for ATM Machines and operational support and related services associated with Town of Highland's 2024 Independence Day Festival as submitted by Illiana A.T.M;

Whereas, These professional services owing to their unique requirements and character, as a service, may be purchased in a manner that is determined to be reasonable, pursuant to Section 3.05.090 of the HMC and IC 5-22-6;

Whereas, The Town Council as the Works Board of the Municipality, pursuant to Section 3.05.030 (A)(1) of the HMC serves as purchasing agency for the Municipality and its executive departments except those executive departments which are expressly subject to the purchasing authority of a relevant governing board of jurisdiction;

Whereas, The Town of Highland, through its Town Council now desires to accept and approve the agreement for services pursuant to the terms stated herein,

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

Section 1. That the proposal/agreement incorporated by reference and made part of this Order) between Illiana A.T.M., 6932 Knickerbocker Parkway, Hammond, Indiana 46323, prepared and presented by its principal, Bobby Lendi, and the Town of Highland, to provide ATM Machines and operational support and related services for the Town of Highland's 2024 Independence Day Festival, is hereby accepted, approved and adopted in each respect;

Section 2. That the Town Council finds and determines that the manner of purchase for these professional services owing to their unique requirements and character as a service, are both reasonable and appropriate, pursuant to Section 3.05.090 of the HMC and IC 5-22-6;

Section 3. That the Town Council President is hereby authorized and directed to execute the agreement approved by this order with the Town Council President's Signature as attested thereto by the Clerk-Treasurer.

Be it so Ordered.

DULY, PASSED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 24th day of June 2024, having passed by a vote of 4 in favor and 0 opposed.

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

Philip Scheeringa, President (IC 36-5-2-10)

Attest:

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

AUTOMATIC TELLER MACHINE ("ATM") AGREEMENT

This Exclusive ATM Agreement (hereinafter referred to as the "Agreement"), is made and entered into this day, by and between Illiana A.T.M. at (hereinafter referred to as the "Owner") and on behalf of _____ (hereinafter referred to as "Merchant") for the property described herewith, (hereinafter referred to as "Premises").

In consideration of the mutual covenants contained herein the Owner and Merchant hereby agree as follows:

1. The Owner shall have and is hereby granted exclusive right to install and maintain Two (2) ATMs (hereinafter referred to as "ATMs"), on the Premises and, except as otherwise provided herein, to provide all service and maintenance with regard to said ATMs. Owner shall obtain permission from Merchant in advance of any advertising of ATM, which permission shall not be unreasonably withheld.
2. Merchant specifically acknowledges, understands and agrees that the ATMs and any equipment related, shall be located on the Premises.
3. The Owner agrees to pay to Merchant to operate its ATMs: \$1.00 per surcharged transaction
4. Merchant agrees to provide at ATMs location, a 110 V electric outlet, necessary for the operation of said ATMs.
5. Merchant agrees to provide the Owner access to the Premises during business hours necessary to install, repair or maintain the ATMs (including the right to replenish cash, paper and other related supplies.) Owner agrees that it will provide all cash inventory to the ATM.
6. Merchant acknowledges, understands and agrees that neither Merchant nor any other individual or entity shall install, operate, manage, allow or maintain any other ATMs nor related equipment on the Premises other than the ATMs of the Owner as provided herein.
7. The term of this Agreement shall be July 3rd, 2024 through July 7th, 2024
8. At all times, all ATMs located on or about the Premises, and the contents contained therein, and related equipment, wiring and accessories shall be and remain the sole and exclusive property of the Owner and that the ATM and the cash inventory in the ATM shall not be part of the Merchant's bankruptcy estate.

9. Merchant shall promptly notify the Owner, in writing, of any closure or relocation of Merchant's business at the Premises, at least (30) days in advance of such closure or relocation. Owner may sell or assign its interest and rights under the Agreement without notice. Any assignee or transferee shall have all of the rights and responsibilities of Owner hereunder.


10. All disputes arising under this Agreement will be resolved in the State of Indiana, County of Lake.

11. This Agreement may be executed by facsimile copy and that such facsimile shall be deemed to be an original executed original.

12. The parties represent and warrant to each other that they have read this Agreement in its entirety and that they understand all terms and conditions of this Agreement.

ACCEPTED AND AGREED TO as of this __ day of _____, 20__, by the undersigned parties.

OWNER:

By:  Illiana A.T.M.
Printed Name: Robert Lendi

MERCHANT:

By: _____ Printed Name: _____
Business Name: _____ Business Address: _____
Business Phone Number: _____
Cell Phone Number: _____

6. Works Board Order Number 2024-34: An Order of the Works Board Accepting the Performance Agreements with: Finnegan's Rainbow of Fun.; Dance Party; Griffith Super Squad; Scoopie Culver Mascot; Andy Armadillo Texas Roadhouse Mascot; American Warrior Arts LLC; Silly Safaris; for Professional Entertainment and Stage Services for the Town of Highland Associated with the Independence Day Festivities and to comply with IC 22-5-1.7 et seq.

Councilor Robertson moved the passage and adoption of Works Board Order No. 2024-34. Councilor Black seconded. Upon a roll call vote, there were four (4) affirmatives and no negatives. The motion passed. The order was adopted upon the signature of the municipal executive.

Town of Highland
Board of Works
Order of the Works Board 2024-34

An Order of the Works Board Accepting the Performance Agreements for Professional Entertainment and Stage Services for the Town of Highland, Associated with Independence Day Festivities, and to Comply with the Provisions of IC 22-5-1.7 et seq.

Whereas, The Town of Highland, as part of its exercise of public powers related to culture and recreation, generally conferred in IC 36-10-2, annually marks the anniversary of the Nation's declaration of Independence with appropriate festivals including live musical performance as entertainment;

Whereas, The Community Events Commission has received Performance Agreements for professional entertainment and stage services for the Town of Highland to be conducted during the 2024 Independence Day Festival;

Whereas, The Community Events Commission favorably recommends to the purchasing agency, the approval of the Performance Agreements for professional entertainment and stage services for the Town of Highland to be conducted during the 2024 Independence Day Festival;

Whereas, These professional services owing to their unique requirements and character, as a service, may be purchased in a manner that is determined to be reasonable, pursuant to Section 3.05.090 of the HMC and IC 5-22-6;

Whereas, The Town Council as the Works Board of the Municipality, pursuant to Section 3.05.030 (A)(1) of the HMC serves as purchasing agency for the Municipality and its executive departments except those executive departments which are expressly subject to the purchasing authority of a relevant governing board of jurisdiction; and

Whereas, The aggregate fees for Professional Entertainment and Stage Services for the five (5) days of The Town of Highland's 2024 Independence Day Festival exceeds

\$15,000.00, pursuant to Section 3.05.040 (C) and Section 3.05.050(B)(3) of the HMC requires the express approval of the purchasing agency; and

Whereas, The purchase of services will be supported by the several funds of the Town and there is sufficient appropriation or resources in order to support the purchase of services; and

Whereas, The Town Council now desires to approve, authorize and allow the purchase of services pursuant to the terms stated herein,

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

Section 1. That the Performance Agreements for professional entertainment services as set forth in the agreements, for all of the days of the event, for: Finnegan’s Rainbow of Fun; Dance Party; Griffith Super Squad; Scoopie Culver Mascot; Andy Armadillo Texas Roadhouse Mascot; American Warrior Arts LLC; Silly Safaris; is hereby accepted, approved and adopted;

Section 2. That the Town Council finds and determines that the manner of purchase for these professional services owing to their unique requirements and character as a service, are both reasonable and appropriate, pursuant to Section 3.05.090 of the HMC and IC 5-22-6;

Section 3. That the Clerk-Treasurer is hereby authorized to issue and to execute all documents necessary to implement the purchase of services thereof;

Section 4. That the proper officers of the municipality are hereby authorized to identify the proper funds of the municipality that may be lawfully expended in order to support and implement the purchase of these services.

Be it so Ordered.

DULY, PASSED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 24th day of June 2024 having passed by a vote of 4 in favor and 0 opposed.

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

Philip Scheeringa, President (IC 36-5-2-10)

Attest:

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

Name of Act	Contract Price
American Warriors Art	\$150
Griffith Super Squad	no charge
Silly Safaris	\$550
Scoopie Culver Mascot	no charge
Finnegan's Rainbow of Fun	\$150
Andy Armadillo Texas Roadhouse	no charge
Dance Party	no charge

**12106 Southeastern Avenue
 Indianapolis, IN 46259
 Phone: 317.862.9003**

www.silysafaris.com



The leader in conservation education
 LIVE ANIMAL SHOWS

CONTACT INFORMATION	
Highland 4th of July Festival Linda Carter Main Square Park 3001 Ridge Rd Highland, IN 46322	
PHONE	c)219-840-8400

DATE	INVOICE #	OFFICIAL USE ONLY:
4/19/2024	28369	

Program Confirmation

PROGRAM DATE	TIME	AUDIENCE
7/6/2024	1:30PM CT	Family

REFERRED BY	Library
-------------	---------

Additional Comments

Special Repeat Visit!
 CENTRAL TIME

PROGRAM	DESCRIPTION	QTY	RATE	AMOUNT
Animal Show	Silly Safari Show starring RYAN the LIONI	1	550.00	550.00
NOTE	FAMILY FUN DAY! FOR CANCELLATION OR WEATHER RELATED ISSUES CALL DIRECT: Amazon John's cell phone) 317-281-6064			

Sandy McKnight

DIRECTIONS TO YOU:

1) Please return this form AND include directions to your location above.
 2) Silly Safaris reserves the right to assign performers as necessary.
 3) Please circle your choice: PAYMENT INCLUDED WILL PAY LATER

Signature _____ Date _____ Total: \$550.00
 Please Make Payable To SILLY SAFARIS

PERFORMANCE CONTRACT

Please sign and return one of the two copies of this contract along with the indicated deposit by _____ to reserve your date. If we have not received your contract and deposit by the indicated date we will fill your reserved time on a first come first serve basis.

This contract is between
Steven Finnegan/Finnegan's Rainbow of Fun
 1759 35th St Apt 4230
 Oak Brook, IL. 60523
 773-889-7474 FX 714-274-7187

RETURN IMMEDIATELY

CALL WHEN YOU GET THIS!

Highland Council of Community Events

Show Date: Friday, July 05, 2024 START: 12:30 PM
 CONTACT: _____ AGE RANGE: mixed HOW MANY: 50
 CELEBRANT: _____ OCCASION: July Fest LENGTH: 1 1/2 HRS
 Entertainer: Steven Finnegan SERVICE: Clown show & balloons

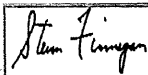
CUSTOMER: Highland Council of Community Events LOCATION: Main Sq park/ Linda Carter
 3001 Ridge Rd
 Highland, IN
 Ph H: _____ Ph: 219-840-8400
 Ph B: _____

\$150.00 COST:	\$75.00 DEPOSIT:	CHECK NUMBER	VISA, MASTERCARD OR DISCOVER NO.+ EXP. DATE CHECK ONE	<input type="checkbox"/> DEPOSIT <input type="checkbox"/> FULL AMOUNT	\$75.00 BALANCE:	CONTRACT SENT
REQUESTS: <u>wonderwoman5459@gmail.com</u>						
MORE REQUESTS: _____						
DIRECTIONS: _____						
MORE DIRECTIONS: _____						

Payment: Highland Council of Community Events agrees to pay \$150.00 for the performance(s).

Please understand that even if I do not require a deposit, agreeing to the contract means that you agree to full payment of the contract even if the event is canceled. You will be able to use any money paid on a future performance at an off peak time so you do not have to lose your money. Make any checks payable to Steven Finnegan.

Any money paid can be used toward a reschedule date when the performer agrees to one at an off peak time. Makeup dates are arranged subject to prior booking. Even if a makeup date cannot be arranged, the undersigned agrees to pay Finnegan's Rainbow of Fun the full amount of the contract within 10 days after the scheduled



Steven Finnegan

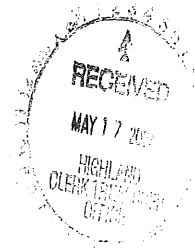
Client

Write directions to performance

PERFORMANCE AGREEMENT

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

Date: 5/2, 2024



Entertainer
Name: American Warrior Arts LLC
Address: 2450 Lincoln Street
City, State Zip: Highland IN 46322
Phone: 219-453-8114

For: July 4th Festival
Highland Main Square
3001 Ridge Road, Highland, IN 46322
Highland Council of Community Events

Description Self Defense Training
- Stranger Danger -

This agreement is for the personal services of performers on the engagement described below, is made on _____, 2024 between Town of Highland - Town Council (hereinafter "Purchaser") and American Warrior Arts LLC (hereinafter "Artist").

1. Name and address of place of performance: July 4th Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance 7/7, 2024
3. Performance time: 12:30 - 2:00pm
4. Contact: Linda Carter, (219) 840-8400
5. Type of Event: July 4th Festival
6. Sound System and Lighting will be provided by: Sounds Cool Live Audio
7. Special provisions: None
8. Contract price: \$ 150.00, flat guarantee, made payable to American Warrior Arts LLC after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Entertainer. If Purchaser cancels the engagement for any reason other than an Act of God, including, but not limited to, a pandemic, 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: _____
Philip Scheeringa, President

By: *American Warrior Arts LLC*
Printed Name: *Lucas-Mario Dieguez*

Dated: _____

Dated: *5/2/24*

Sandy McKnight

7. Action to approve appointment or employment of full-time employee, pursuant to Section §3.03 of the Compensation and Benefits Ordinance.

Public Works Director recommends the following:

The hiring of Tim Takacs, to the full-time position of Utility Worker Driver C in Public Works Department (Agency) at a rate of pay of \$20.15 per hour. This will not increase the full-time workforce greater than the authorized work force strength.

***the motion should be to approve the hiring of Tim Takacs to the full-time position of Utility Worker Driver C at the rate of pay of \$20.15 per hour and to authorize the Town Council to affix their signatures to the Personnel-Employment Notice*

Councilor Black moved to approve the hiring of Tim Takacs to the full-time position of Utility Worker Driver C at \$20.15 per hour and to instruct the Town Council to affix their signatures to the Personnel-Employment Notice. Councilor Georgeff seconded. Upon a roll call vote, there were four (4) affirmatives and no negatives. The motion passed.

TOWN OF HIGHLAND
 PERSONNEL-EMPLOYMENT NOTICE

Name: Jim Takacs Employee Payroll # _____
 Address: 219 N Jay St Greer, SC Phone #: _____
 Department: Public Works Account #: MDH
 Email address: takacs1013@yahoo.com

NEW HIRE (Not currently on the payroll in any status) Date Effective: 6-25-24
 Remind new hires they will need to show their original social security card when they complete their employment forms.

*NEW HIRE PERSONNEL NOTICE MUST BE FILED WITH THE CLERK-TREASURER'S OFFICE
 *BEFORE EMPLOYEE STARTS WORKING/HIRE DATE!

For EEOC purposes, please indicate: Caucasian Black Hispanic Native American
Multi-racial Other: _____ Male Female

Job Title: Utility Wkr Dev Bi-weekly Salary/Hourly Rate: 20.15

Characterize the Employment:
Full-Time Part-Time Summer Temporary/Seasonal: _____ (Date Season Ends)
Minor (under age 18) Work Permit Received

Full-Time Only:
 This position succeeds: Nicholas Harrison (if applicable)
 The current workforce level is _____ as of the date of this notice.
 This position will/will not increase authorized full-time work force levels.

PAY RATE CHANGE OR CHANGE IN STATUS Date Effective: _____

Current:
 Job Title: _____ Account: _____
 Base Bi-weekly/Hourly Rate: _____ Longevity: _____

Proposed:
 Job Title: _____ Account: _____
 Base Bi-weekly/Hourly Rate: _____ Longevity: _____
 This position succeeds: _____

Characterize the Increase or Status Change:
Merit Promotion Returning Summer Event/Acting Appt. Per Ordinance
Administrative Leave (department head requesting must detail rationale on reverse of form)

SEPARATION Last Day Worked: _____ Effective Last Day: _____

Resignation Discharge Retirement Other
 (Details for Discharge may be found in personnel file of the department)

To be paid last direct deposit or payroll check (Detail on back of this page if necessary):

Vacation Pay: _____ Comp Pay: _____ Personal Day Pay: _____
 Severance Pay: _____ Holiday Pay: _____ Other Pay Allowed: _____
 SUPERVISOR SIGNATURE: [Signature] Date: 6-18-24

TOWN COUNCIL/BOARD OF JURISDICTION ACTION: APPROVED DISAPPROVED
 (if applicable)

 Date: _____



*Left message
10:00 am*

Do you have a valid
 Class B CDL License?
 YES NO

Town of Highland Employment Application

APPLICANT INFORMATION					
Last Name	TAKACS	First	TIM	M.I.	J Date
Street Address	219 N. JAY ST.			Apartment/Unit #	
City	GRIFFITH	State	IN.	Zip Code	46319
Phone	219. 433-2400	E-mail Address	TAKACS 1013 @ YAHOO.COM.		
Date Available	NOW	Full or Part-Time	FULL	Desired Salary	\$19 ⁰⁰ NR.
Position Applied for					
Are you at least 18 years of age?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	Do you have a valid drivers' license?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Are you a citizen of the United States?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	If no, are you authorized to work in the U.S.?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you ever worked for this company?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	If so, when?		
Have you ever been convicted of a felony?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	If yes, explain		
EDUCATION					
High School	MORTON HIGH	Address	HAMMOND IN.		
Years Attended	4	Did you graduate?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	Degree
College		Address			
Years Attended		Did you graduate?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Degree
Other		Address			
Years Attended		Did you graduate?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Degree
REFERENCES					
Please list three professional references.					
Full Name	RACPH POTESTA	Relationship	FRIEND		
Company	HIGHLAND POLICE DEPT.	Phone	(219) 313-3579		
Address	HIGHLAND IN.				
Full Name	NETTIE NUNEZ	Relationship	GIRLFRIEND		
Company	HOME DEPOT	Phone	(219) 629-3670		
Address	SCHNITZVILLE IN				
Full Name	JOE TAKACS	Relationship	BROTHER		

8. **Resolution No. 2024-13:** A Resolution Approving an Interlocal Governmental Agreement between the Incorporated Town of Highland and the Town of Schererville, Indiana, setting forth the parties' contribution toward the asphalt resurfacing of Main Street including miscellaneous full depth patching where needed, a one and one half (1.5) inch milling of the roadway, utility casting adjustments as needed and pavement markings as agreed upon.

Councilor Georgeff moved the passage and adoption of Resolution No. 2024-13. Councilor Black seconded. Upon a roll call vote of the elected officials, there were four (4) affirmatives and 0 negatives. The motion passed. Resolution No. 2024-13 was adopted pending the signature of the Town Council President.

**TOWN OF HIGHLAND
TOWN COUNCIL RESOLUTION No. 2024-13**

A Resolution Approving an Interlocal Cooperation Agreement between the Incorporated Town of Highland and the Town of Schererville, Indiana, setting forth the parties' contribution toward the asphalt resurfacing of Main Street including miscellaneous full depth patching where needed, a one and one half (1.5) inch milling of the roadway, utility casting adjustments as needed and pavement markings as agreed upon.

WHEREAS, Indiana Code 36-1-7-1, et seq., allows local government entities to make the most efficient use of the powers by enabling them to mutually utilize services for the mutual benefit of each other in conformance with applicable law; and

WHEREAS, The Incorporated Town of Highland and the Town of Schererville, Indiana are municipal corporations empowered by the aforesaid Interlocal Cooperation Act, as amended, with authority to contract with each other on a basis of mutual advantage so as to better provide public services and facilities at a shared cost; and

WHEREAS, The Towns of Highland and Schererville are each governed by a duly elected Legislative Body, known herein after the Parties; and

WHEREAS, The Incorporated Town of Highland and the Town of Schererville, Indiana desire to enter into a joint agreement pursuant to IC 36-1-7-1, et seq., to provide better public services to the residents of the participating Towns, as well as other related services for the mutual benefit of the participating entities, and at a shared cost; and

WHEREAS, It is the desire of the Parties to enter into the Interlocal Governmental Agreement for the purposes of cooperating with one another and setting forth the Parties contribution toward the asphalt resurfacing of Main Street including miscellaneous full depth patching where needed, a one and one half (1.5) inch milling of the roadway, utility casting adjustments as needed and pavement markings as agreed upon; and.

WHEREAS, the Town of Highland has applied for an award of the Indiana Department of Transportation (INDOT) for funding in the 2024-1 Community Crossings Matching Grant Fund; and

WHEREAS, The Parties have agreed to share the cost of the matching portion of Main Street as set forth in the Interlocal Governmental Agreement; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF HIGHLAND, IN LAKE COUNTY, INDIANA, AS FOLLOWS:

Section 1. That a joint agreement, a copy of which is attached and incorporated herein by reference, among and between the Incorporated Town of Highland and the Town of Schererville, Indiana entered into by the Town of Highland by and through its Town Council, this 24th Day of June 2024 is hereby authorized and approved in each and every respect; and

Section 2. That the purpose of this agreement is to authorize and allow the Town Council of the Town of Highland and the Town Council of the Town of Schererville, Indiana to act as a joint board of the two participating entities to set forth the parties' contribution toward the asphalt resurfacing of Main Street for the mutual benefit of the participating entities at shared costs; and

Section 3. That the Clerk-Treasurer of the Town of Highland is hereby authorized to execute the duties related to the payment, collection and accounting for all moneys of this joint undertaking, pursuant to the terms of this agreement, in a manner that is mutually acceptable with the duly constituted and acting business official of the Town of Schererville, Indiana; and

Section 4. That the governing boards of the participating entities may be convened as a joint board, or may act as a joint board at separate meetings of the respective governing bodies of the participating entities in which the entities concur; and

Section 5. That the governing boards of the participating entities may create a committee comprised of representatives from both participating entities or may designate a single individual from each of the participating entities, which may perform such administrative ministerial duties as the joint board may direct and the agreement may provide; and

Section 6. That the President of the Highland Town Council and the Clerk-Treasurer are hereby authorized to execute the joint Interlocal Governmental Agreement with their signatures and any additional documents in order to implement the agreement; and

Section 7. That this agreement shall be effective as indicated in and pursuant to its provisions, after the agreement has been authorized and approved by each of the participating entities, evidenced by passage and adoption of a similar Resolution all pursuant to I.C. 36-1-7-2; and

Section 8. That before this agreement takes effect, it must be recorded with the Office of the Lake County Recorder. No later than sixty (60) days after it takes effect and is recorded, the agreement must be filed with the Office of the State Board of Accounts for audit purposes, all pursuant to I.C. 36-1-7-6.

Duly Adopted by the Town Council of the Town of Highland, Lake County, Indiana, the 24th day of June 2024. Having been passed by a vote of 4 in favor and 0 opposed.

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

Philip Scheeringa, President (IC 36-5-2-10)

Attest:

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

INTERLOCAL GOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE TOWN OF HIGHLAND, INDIANA
AND THE TOWN OF SCHERERVILLE, INDIANA

THIS AGREEMENT is made and entered into by and between the TOWN OF HIGHLAND, INDIANA, a municipal corporation organized and existing under the laws of the State of Indiana ("Highland"), and the TOWN OF SCHERERVILLE, INDIANA, a municipal corporation organized and existing under the laws of the State of Indiana ("Schererville").

RECITALS

WHEREAS, Highland and Schererville are desirous of entering into this Interlocal Governmental Agreement for the purpose of cooperating with one another and setting forth the parties' contribution toward the asphalt resurfacing of Main Street, including miscellaneous full depth patching where needed, a 1.5 (one and one-half) inch milling of the roadway, utility casting adjustments as needed, and pavement markings as agreed upon from Highland Town Boundary (Roughly Cypress Drive) east to Norfolk Southern Railroad ("Project"), and

WHEREAS, the Parties agree that the Project will provide benefit to the citizens of Highland and Schererville; and

WHEREAS, the Parties have engaged Nies Engineering to provide an Opinion of Probable Costs for the Project which is in the amount of five hundred seventeen thousand twenty-one (\$517,021.00) dollars; Highland was awarded one half (1/2) the total cost of the project from the Indiana Department of Transportation (INDOT) through a Community Crossings Grant, or two hundred fifty eight thousand five hundred ten dollars and fifty cents (\$258,510.50) and

WHEREAS, the Parties have agreed to share the costs of the remainder of the Project equally, One half (1/2) each, with Highland and Schererville, each contributing an estimated amount of one hundred twenty-nine thousand, two hundred fifty five dollars and twenty five cents (\$129,255.25), final balance to be determined subsequent to the completion of the project. The

Town of Highland shall be responsible for all aspects of the construction portion of the project referenced herein and shall hold Schererville harmless thereon.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:

Section 1. That the prefatory statements set out above are incorporated herein and made a part hereof.

Section 2. Highland shall contract and provide oversight for the construction of the Project.

Section 3. Schererville shall contribute One-quarter (1/4) the sum of the total cost of the Project on or before December 15, 2024.

Section 4. Remedies. Any party to this Agreement may enforce any provision thereof by any remedy available at law or in equity. Prior to filing suit, a party who believes it has been aggrieved by any violation of any provision of this Agreement by the other party shall first give written notice of such grievance or violation of this Agreement to the other party and shall afford a period of at least thirty (30) days in which the other party may cure the violation. The prevailing party in any litigation to enforce this Agreement shall be entitled to recover its reasonable attorney fees and expenses of litigation from the other party or parties.

Section 5. Assignment. No party to this Agreement shall assign its rights or obligations hereunder without the express written consent of the other parties obtained and delivered in the manner required by law.

Section 6. Entire Agreement. This instrument contains the entire Agreement of the parties. No promise, term, condition or representation, which is not contained herein, shall have any force or effect.

Section 7. Anti-Waiver Provision. The waiver by any party of any right granted under this agreement upon any occasion shall not operate as a waiver of the same right on any subsequent occasion.

Section 8. Governing Law. This instrument shall be governed by and construed under the laws of the State of Indiana.

Section 9. Other Provisions. This instrument shall be deemed to be severable, such that, in the event that any provision hereof is deemed to be invalid or unenforceable by any court of competent jurisdiction, the remainder of the Agreement shall remain in effect to the extent practicable. This Agreement may be amended only in writing, adopted and executed in the same manner as the Agreement was itself adopted.

Section 10. Notices. All notices required to be given under this agreement shall be in writing, delivered by courier or U.S. Mail, certified, return receipt requested and directed to:

If to Highland: Mark Knesek, Public Works Director
3333 Ridge Rd
Highland, IN 46322

If to Schererville: James Gorman, Town Manager
10 East Joliet Street
Schererville, IN 46375

Parties shall inform the other parties in writing of any change of persons and addresses to receive notice from time to time as required.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by one of its duly authorized officers as of the date written.

TOWN OF HIGHLAND, INDIANA
Through its Town Council

By: _____
Philip Scheeringa
Town Council President

Attest:

Mark Herak
Clerk-Treasurer

Participant Execution Date: _____

TOWN OF SCHERERVILLE, INDIANA
Through its Town Council

By: _____
Thomas J. Schmitt
Town Council President

Attest:

Michael A. Troxell, IAMC, CMC, CPFIM, CMO
Clerk-Treasurer

Participant Execution Date: _____

9. Works Board Order Number 2024-35: An Order Finding and Determining certain Personal Property of the Municipality as no longer needed for the purposes for which originally acquired or have been left in the custody of an Officer or Employee of the Town of Highland and have remained unclaimed for more than One (1) Year or have been deemed Worthless and of no Market Value and further Authorizing and Approving Disposal of said Property to Hearts in Motion.

Councilor Georgeff moved amend the agenda and add Works Board Order 2024-35. Councilor Black seconded. Upon a roll call vote of the elected official, a unanimous vote being required to amend the agenda, there were four (4) affirmatives and no negatives.

Councilor Black moved for the passage and adoption of Works Board Order No. 2024-35, inclusive of the Exhibit of Personal Property for Disposal. Councilor Robertson seconded. Upon a roll call vote, there were four (4) affirmatives and no negatives. The motion passed. The order was adopted upon the signature of the municipal executive.

**The Town of Highland
Board of Works Order No. 2024-35**

AN ORDER FINDING AND DETERMINING CERTAIN PERSONAL PROPERTY OF THE MUNICIPALITY AS NO LONGER NEEDED FOR THE PURPOSES FOR WHICH ORIGINALLY ACQUIRED OR HAVE BEEN LEFT IN THE CUSTODY OF AN OFFICER OR EMPLOYEE OF THE TOWN OF HIGHLAND AND HAVE REMAINED UNCLAIMED FOR MORE THAN ONE (1) YEAR OR HAVE BEEN DEEMED WORTHLESS AND OF NO MARKET VALUE AND FURTHER AUTHORIZING AND APPROVING DISPOSAL OF SAID PROPERTY TO HEARTS IN MOTION.

Whereas, The Town Council for the Town of Highland is the Works Board of the Municipality pursuant to IC 36-1-2-24(3) and

Whereas, The Town Council has been advised by the Fire Department that several items of personal property, and which all owned by the municipality are no longer needed for the purposes of which it was originally acquired, pursuant to IC 5-22-22; and

Whereas, The Fire Chief has recommended and requested that disposal of certain personal property be authorized, all pursuant to the provisions of IC 5-22-22 et seq.; and,

Whereas, The Town Council now desires to favor the recommendation and take those steps necessary to authorize and approve a disposal of personal property of the municipality pursuant to the applicable law,

Now, Therefore, Be it ordered by the Town Council of the Town of Highland, Lake County, Indiana:

Section 1. That the Town Council of the Town of Highland acting as the works board, hereby finds and determines the following:

- (A) That there are certain articles of personal property possessed or owned by the municipality that are no longer needed, unfit for the purposes for which they were acquired, pursuant to IC 5-22-22-3; or,
- (B) That these same articles of personal property possessed or owned by the municipality that have been left in the custody of an officer or employee of the Town of Highland and have remained unclaimed for more than one (1) year, pursuant to IC 5-22-22-3; or,
- (C) That these same articles of personal property possessed or owned by the municipality, that may be deemed worthless or no market value as the estimated costs the sale and transaction of the property exceed the property value, pursuant to IC 5-22-22-8;
- (D) That these items of personal property are more particularly described in an exhibit attached to and incorporated in this works board order;
- (E) That the value of any single item of personal property is less than one thousand dollars (\$1,000) and that all the items of personal property together are less than \$5,000, all pursuant to IC 5-22-22; and
- (F) That the transfer by private sale without resort to notice of those items of personal property of the Highland Fire Department to Hearts in Motion is hereby found to be authorized and lawful;

Section 2. That the Fire Chief is hereby authorized and instructed to cause a lawful disposal or transfer of the personal property identified in this Works Board Order by public or private sale or transfer without advertising pursuant to IC 5-22-22-6;

Section 3. That no proceeds are expected but should proceeds arise, any and all proceeds yielded from the lawful disposal or transfer authorized by this order shall be deposited with the Office of the Clerk-Treasurer, where such proceeds shall be deposited to the credit of the Corporation General Fund.

Be it so ordered.

DULY, PASSED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 24th day of June 2024 having passed by a vote of 4 in favor and 0 opposed.

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

Attest:

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

EXHIBIT OF PERSONAL PROPERTY FOR DISPOSAL

- 1 – 5" hose
- 47 – 2-1/2" hose
- 75 – 1-3/4 hose
- 13 - fire coats
- 14 - bunker pants
- 1 set of boots
- 1 - helmet
- 5 – light bars
- 1 – ambulance cot
- 2 – KED's
- 1 – stair chair
- 2 – hare traction splints
- 2 – scoop stretchers



Memo

To: M. Herak
From: Chief Michael Pipta
CC: P. Scheeringa, G. Georgeff
Date: June 20, 2024
Re: Donation of obsolete bunker gear

The Highland Fire Department is going to donate 1 - 5" hose, 47 2 ½" hose, 75-1 ¾ hose, 13 fire coats, 14 bunker pants, 1 set of boots, 1 helmet, 5 light bars, 1 ambulance cot, 2 KED's, 1 stair chair, 2 hare traction splints, 2 scoop stretchers that are obsolete and non-comp to the organization "Hearts in Motion".

These items are deemed obsolete for use in the United States fire service.

Hearts in Motion has had a tremendous impact on the Bomberos (Firefighters) ability to serve their community by providing training and lifesaving equipment. They have developed strong relations and partnerships between firefighters in the United States and their firefighting brothers in Central America.

Michael Pipta, Chief
Highland Fire Department

Philip Scheeringa, Town Council Liaison/ Town Council President _____

George Georgeff, Town Council Liaison _____

Comments from the Town Council:

(Good of the order)

- **Councilor George Georgeff:** *Chamber of Commerce; • Liaison to the Board of Water Works • Co-Chair Town Board of Metropolitan Police Commission • Redevelopment Commission Member*

Councilor Georgeff recognized Metropolitan Police Chief Ralph Potesta who provided the following statistics since the June 10, 2024 plenary meeting.

Town Council Notes for 06/24/2024:

0 Rapes 0 Assaults 0 Auto Thefts

Robbery – Cigarette shop on Kennedy Avenue – Suspects armed with handguns stole cigarettes only – Fled in a stolen UHaul – two days later same subjects committed a robbery in Willowbrook Illinois – Willowbrook has a suspect identified and our detectives are working with them.

Attempted auto theft – area of 45th / Farmer – vehicle window shattered overnight – steering column peeled.

Residential Burglary – Suspect determined to be homeowners granddaughter broke out a basement window and entered the home while he slept – stole cash and credit cards – homeowner refused to press charges against his granddaughter.

16 Retail Thefts / 6 Arrests:

Suspects from: Highland / Hobart / Gary / East Chicago / Hammond / Chicago

Theft Values ranged from \$44.00 all the way up to \$760.00

11 Domestic Disturbance Calls / 2 arrests

10 DUI arrests

47 Accidents covered / 5 of those Personal Injury

Several Fraud cases. Cases of note:

Toll Road scam – Victim received email from Indiana Toll Road saying you owe \$35.00 in late fees. They provide a website to click on and once you go there it shows you only owe 75 cents and indicate that you pay that before the \$35.00 late fee kicks in. Once you enter your credit or debit card numbers...they gain access to your account.

Resident received a phone call that displayed our PD non-emergency phone number (838-3181). Caller stated he was the Chief of Police and said that our Department was working with the Department of Homeland Security on a DEA case. They told our resident that people involved in drugs are using our resident's identifiers to open bank accounts. The caller then tries to get our residents banking information. Our resident was wise enough not to provide this and hung up.

Resident found an apartment in Hammond on FaceBook. She communicated with a subject who claimed to be in management for the complex and talked our resident into sending \$500.00 via Paypal to them as a down payment. Appointment was set up for our resident to them come to the apartment to look at it and upon her arrival, no one showed up. Resident out \$500.00

Our 4th Fest is coming up next week and as in years past we will have zero tolerance for disruption. We will have the fest itself staffed with an overabundance of law enforcement and our regular patrol shifts will be fully staffed as well. Munster and Griffith are in close proximity and are always willing to assist us within minutes. We have a big facility with lots of cell space and the Lake County Jail and Juvenile Detention Center are minutes away and can house even more. DO NOT COME HERE AND CAUSE PROBLEMS. IT WILL NOT BE TOLERATED.

Councilor Georgeff then recognized Redevelopment Director Maria Becerra asking her to update the Council on the information he provided her on business properties that were available in Town. She commented on one particular piece of property on 45th street. They had someone interested in that property last year but the property wasn't available. She is now being told that the property is up for sale. She in turn notified the interested party from last year and advised him that the property was now on the market. She said she will continue to be in touch with that person. Maria then gave the following report:

T.C. Report out JUNE 24TH

Coordinated an Organizational Meeting for the Economic Development Commission, held on June 11th.

Main Street Members met for their monthly meeting, June 12th. The 3 Big Crawls were the main topic.

Participated in a zoom meeting with Purdue Staff members in reference to the Town updating the Comprehensive Plan.

Ongoing negotiation discussion on the N. & S. Kennedy Development.

Town sign needed work, Nick Russo checked on it last week, Mark Knesek check to see if it was a NIPSCO issue. Mark had Midwestern go repair it today.

Maria mentioned that the Welcome to Highland sign is unlit. Public Works Director Knesek said he has Midwestern Electric coming out on Tuesday to take a look at it. When he and Town Electrician opened the control panel the transformer looked burned and the fuses blown. He said he doubted that Midwestern would have the parts in stock and would have to order them which might take several weeks to receive. He said the sign is fed from two (2) different power sources.

With the absence of Councilor Turich, Councilor Georgeff then recognized Building Commissioner Ken Mika. Ken began by saying the BZA will be meeting next Wednesday. He said they have two (2) items on their docket. One of the items is a single family house to be built on an empty lot in Wicker Park Manor. He said the house would require a variance because of the size of the lot and a setback as it relates to the proposed attached garage. The other deals with the used car lot on the corner of Ridge and Cline. At the Town Council's last plenary meeting, the Council referred the item back to the BZA for further review as the petitioner had presented additional information to the Council that he did not present to the BZA. Ken was asked about the Plan Commission and in particular the proposed changes to the Sign Ordinance. He said because of the next meeting of the Plan Commission is July 3rd, that meeting will be cancelled and the proposed changes to the Sign Ordinance will be taken up at the Plan Commission's meeting the following month. Councilor Georgeff said he will be attending. He was then asked about the lighting situation at Marcus Auto Leasing. He said the monitoring equipment is being installed next Thursday. He said he has informed Councilors Georgeff and Turich who plan to be there when the test is conducted. The test will be conducted at 10:00 o'clock p.m. and anyone who wants to attend can. He said an employee from Marcus will be present to turn the lights on and off.

He then recognized Park Director Alex Brown who said he has a pre-construction meeting tomorrow with the contractor who is redoing the tennis courts in Brantwood Park and building the six (6) pickle ball courts in Meadows Park. He said they are still waiting on the notice to proceed from Nipsco which they hope to have right after the 4th of July. He said he is working with the Pop Warner Organization, which has been in Highland over twenty-five years, in building for them a storage facility behind Lincoln Center. They have never had a storage facility and have been like nomads, who have been renting two (2) storage facilities to store the equipment for the kids who participate in Pop Warner. If you think about the organization which is 300 children and all the equipment they have including blocking sled, helmets, shoulder pads, they are spending an ungodly amount in rental fees. He concluded that obviously the big focus this week and next is getting ready for the 4th of July. He said as of Wednesday night, over 200 participants have entered the Kennedy Avenue Mile. He felt by race day, they'll have over 500 runners. He said he remembered races when they had a maximum of 60 or 70 runners. He said they have a senior bus trip to New Orleans which left yesterday. He said this Saturday, at Shepard Park, there is a skate board competition. This is part of a circuit that does five (5) competitions around the Chicagoland area. He said Highland is their first stop.

- **Councilor Doug Turich:** *Park and Recreation Board Liaison • Liaison and Plan Commission Member • Advisory Board of Zoning Appeals Liaison • Redevelopment Commission Member*

Councilor Turich was absent with prior notice as he was on vacation and not in attendance at the meeting.

- **Councilor Alex Robertson:** *Sanitary Board Liaison • Redevelopment Commission Member • Council of Community Events Commission Liaison • Public Works Liaison • Liaison to Main Street Bureau • Liaison to the Tree Board • Liaison to the Highland Neighbor for Sustainability.*

Councilor Robertson began by recognizing Public Works Director who thanked the Council for passing the salary ordinance putting the various salaries of the public works employees into ranges. He said it took a lot of work and it is his hope that this will keep our employees here and not lose them elsewhere. He advised the Council said he in his second year of a three year contract with a company called Go Painters. They will be painting all of the hydrants north of Ridge Road. They come in with their crew, where one (1) sandblasts the hydrant. The next guy comes in right behind the first and blows off all of the sandblast material and primes the hydrant. The color of the primer is white and the hydrants will remain white for a couple of weeks. The third comes in and paints the hydrant and once dry, paints the color of the fire code fire rating on the top. When done, these hydrants look brand new. He said these hydrants were tested last year. .

Councilor Robertson then recognized Linda Carter, head of the HCCE who began by thanking the Council for approving the contracts for all the activities for the kids, the contract for the amusement ride operator and the ATM machines. She said they are in pretty good shape on the twilight parade and it looks like another three (3) hour parade. She is hoping that everyone follows the rules and doesn't throw candy. With a few odds and ends to put together, we'll be ready to go she said. She said they will be meeting with members of the Park Board to make sure they're not missing anything. She said there is a special meeting on Wednesday with the HCCE to make sure everything is ready to go.

Alex Brown asked Councilor Robertson where the carnival workers will be setting up camp. Councilor Robertson said they will be staying in the parking lot behind the south fire station. Sandy McKnight said the port-a-potties will be delivered Sunday as the carnival is to arrive either on Sunday or Monday. Chief Pipta said south fire station has an outside facet that will be used to supply water to the carnival workers.

- **Councilor Tom Black:** *Redevelopment Commission Liaison and Member • Member of the Lake County Solid Waste Management District Board • Member of the Northwestern Indiana Regional Planning Commission (NIPRC) • Shared Ethics Representative • Liaison Traffic Safety*

Councilor Black asked Redevelopment Maria Becerra what dates had been selected for the big crawls? Maria said that was the topic for the June 12th Main Street meeting.

• **Town Council President Philip Scheeringa:** *Town Executive (I.C. 36-1-2-5-(4); I.C. 36-5-2-2; I.C. 36-5-2-7); • Board of Trustees of the Police Pension Fund, Chair (By Law) • Budget Committee Chairman • Redevelopment Commission Member • Co-Chair Town Board of Metropolitan Police Commission • Fire Department Liaison • Information Communications and Technology Department Liaison • Building and Inspection Department Liaison.*

Councilor Scheeringa acknowledged Fire Chief Mike Pipta was began by saying the Fire Department has put together another pallet of obsolete equipment with they would like to donate to Hearts in Motion. (see item 9 of the June 24, 2024 agenda, as Councilor Georgeff moved to amend the agenda and add Works Board Order 2024-35 declaring the items as obsolete and disposing of them by giving them to Hearts in Motion. Chief Pipta reminded everyone that the Baby Box is being dedicated this Friday at the Central Fire Station at 1:00 o'clock p.m. The Clerk-Treasurer said the utility bills will be delayed two (2) days so the dedication of the Baby Box can me the main story in the Gazebo. Chief Pipta said they assisted Munster with a structure fire and served as standby for Lake Ridge.

Councilor Scheeringa then recognized IT Director Ed Dabrowski who said he has put the downtown music system on auto schedule from 9 o'clock a.m. to 9 o'clock p.m., playing temporary modern songs. He said he was walking downtown a couple of days ago in and in front of the Counter, he saw their customers swaying to the music. He said via a private donation, they have signed up for a service to cover any copy write fees. He also advised listeners to be cautious of caller ID. He said with modern technology, it can be made to look like its someone you know is calling and its someone different. Attorney Reed said he got a call on his caller ID saying it was from his bank. His bank's name came up. He didn't question the caller until they started asking questions about his personal bank accounts. Ed Dabrowski said the same applies to emails. He said there are a lot of scams out there trying to defraud you.

That concluded comments from the Council and President Scheeringa then turned it over to comments from visitor's or residents, reminding them to limit it to 2 minutes.

Comments from Visitors or Residents:

Bradley Hutchison, Gary, said he was here tonight to express a safety concern with the Hawk System on 45th. He was on his way home from his doctor's office and he was approaching the cross walk with that signal on 45th. The lights weren't flashing and a guy on a bike flew across the street. He said he almost hit him which he didn't want to do. He said there were a couple of other times when bicyclists were almost hit by cars as the lights didn't come one. He said making matters worse, the average speed on 45th is 55 or 65 or even 70 miles an hour. He asked the Council to consider putting a bridge over 45th, similar to what they have in Hammond.

Councilor Georgeff mentioned that Highland had received a Safe Street Grant to study dangerous intersections and maybe that location could be put on the list.

Public Works Director Knesek said the lights have to be activated by the bicyclist in order to come on. The bicyclist has to stop and engage the button but many bicyclists don't want to take the time to stop.

Linda Carter, Highland asked the Council who is responsible of the street lights in the intersection of Ridge and 41? She asked if someone couldn't check out the street lights at Ridge and 41, as the intersection is dark because a couple of the lights are burned out. The Public Works Director said he would have it checked out.

Ron Jackowski, Highland was asking about the rain event of June 5th, as he and several of his neighbors had water in their basements. He said several of his neighbors who have trucks, had water up to the running boards and the Council knows how high trucks are. He said his neighbors told him that the pumps weren't turned on.

Public Works Director Knesek said it was a brief event, with 1.8" falling within less than an hour and the sewers weren't capable of handling all that rain. He gave the example of a bath tub. Fill the bath tub full of water and then open the drain. Does the water disappear right away? No, because the bath tub drain is too small to handle all that water. The storm sewers are designed the same way. The storm sewers can handle a normal rain, say up to a ten (10) year storm but the storm of June 5th was more like a fifty (50) year storm. He also advised Mr. Jackowski that it just wasn't just Strong Street but several other locations in Town. He added that the street is designed to hold water so the water doesn't go into the people's homes. He said he called in a crew and by the time the crew reported for work, most of the water had gone down and the streets were beginning to dry. Residents have to give the sewers time to catch up.

Mr. Jackowski said it seemed as if the water surged out of the catch basin based upon the pattern of the debris as it was like four (4) feet up off the sidewalk. He said if he took Mr. Knesek's explanation, then the debris line would be up the entire street but this debris line was only found around the catch basins. He said they have had other heavy rains with flooding and the debris line was up and down the entire street and on both sides of the street. He asked about the lining of the sewers, if that could have been a cause?

Mr. Knesek said no because the lining of the sewers is sanitary sewers and not storm sewers. He said if a car is parked over a catch basin or if the catch basin is filled with leaves or other debris, that could contribute to the flooding. One of the solutions which is cost prohibitive is to install larger pipes or sewers and dig the ditches deeper. Mr. Knesek reiterated that the pumps were never turned off. He said the wet wells have several pumps working and when the level in the well is greater than the capacity of one of the pumps, another pump automatically kicks on.

Mr. Jackowski, speaking as a member of the tree board, wanted to express his dissatisfaction with the Larry Kondrat issue. He wanted to comment on the cutting down of the tree at Larry Kondrat's house. He said it is really disheartening when a perfectly healthy, beautiful unmarked tree is cut down and when he's been waiting for three (3) months to have a marked tree at his house cut down.

Councilor Scheeringa asked if there were any other comments. Hearing none, he closed comments from the public and brought it back to the Council. He then asked for a motion to pay claims.

Payment of Accounts Payable Vouchers. There being no further comments from visitors or residents, Councilor Robertson moved to allow the vendors accounts payable vouchers as filed on the pending accounts payable docket, covering the period **June 12, 2024 through June 25, 2024.** Councilor Black seconded. Upon a roll call vote, there were four (4) affirmatives and no negatives. The motion passed. The accounts payable vouchers for the vendor docket were allowed, payments allowed in advance were ratified, the payroll dockets listed were ratified and for all remaining invoices, the Clerk-Treasurer was authorized to make payment.

Accounts payable vouchers June 12,2024 - June 25, 2024 in the amount of **\$347,658.45.**

General Fund, \$240,669.93; MVH Fund, \$20,064.97; Law Enforcement Continuing Education Training and Supply Fund, \$1,640.19; Public Safety Income Tax, \$6,630.00; Donation, \$1,045.34; Vips/Parks Public Safety, \$26,822.00; Special Events, \$34,551.13; MCCD, \$230.63; Information and Communications Technology Fund, \$16,004.26

Payroll Docket for payday of June 14, 2024 by fund:

General, \$318,264.21

Payroll Docket for payday of June 14, 2024;

Office of Clerk-Treasurer, \$15,375.57; Building and Inspection Department, \$10,816.15; Metropolitan Police Department, \$157,018.74; Public Works Department (Agency), \$79,150.94; Fire Department, \$1,933.52 and Information and Technology Department, \$4,205.45;
Total Payroll: \$268,500.37.

Adjournment of Plenary Meeting. There being no further business on the agenda, the Town Council President declared the regular plenary meeting of the Town Council of Monday, June 24, 2024, adjourned at 7:40 o'clock p.m.

Mark Herak
Clerk-Treasurer

Approved by the Town Council at its meeting of July 8, 2024.