

**Enrolled Memorandum of the Meeting
Study Session/Meeting (Convened Electronically/Hybrid)
Thirtieth Town Council of Highland
Monday, August 5, 2024**

The Thirtieth Town Council of the Town of Highland, Lake County, Indiana met in a study session on **Monday, August 5, 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. All Councilors were simultaneously seen and heard. Councilor Georgeff, Councilor Doug Turich, Councilor Black, Councilor Alex Robertson, Councilor Philip Scheeringa all participated in person.

Silent Roll Call: Councilors George Georgeff, Doug Turich, Tom Black, Alex Robertson, Philip Scheeringa, were present in person as indicated. The Clerk-Treasurer, Mark Herak was present to memorialize the proceedings. *A quorum was attained.*

Officials Present: IT Director Ed Dabrowski, Metropolitan Police Chief Ralph Potesta were in person.

General Substance of Matters Discussed.

Appointments:

• **Statutory Boards and Commissions**

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

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 Commissions or Boards

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

Home Rule Commissions

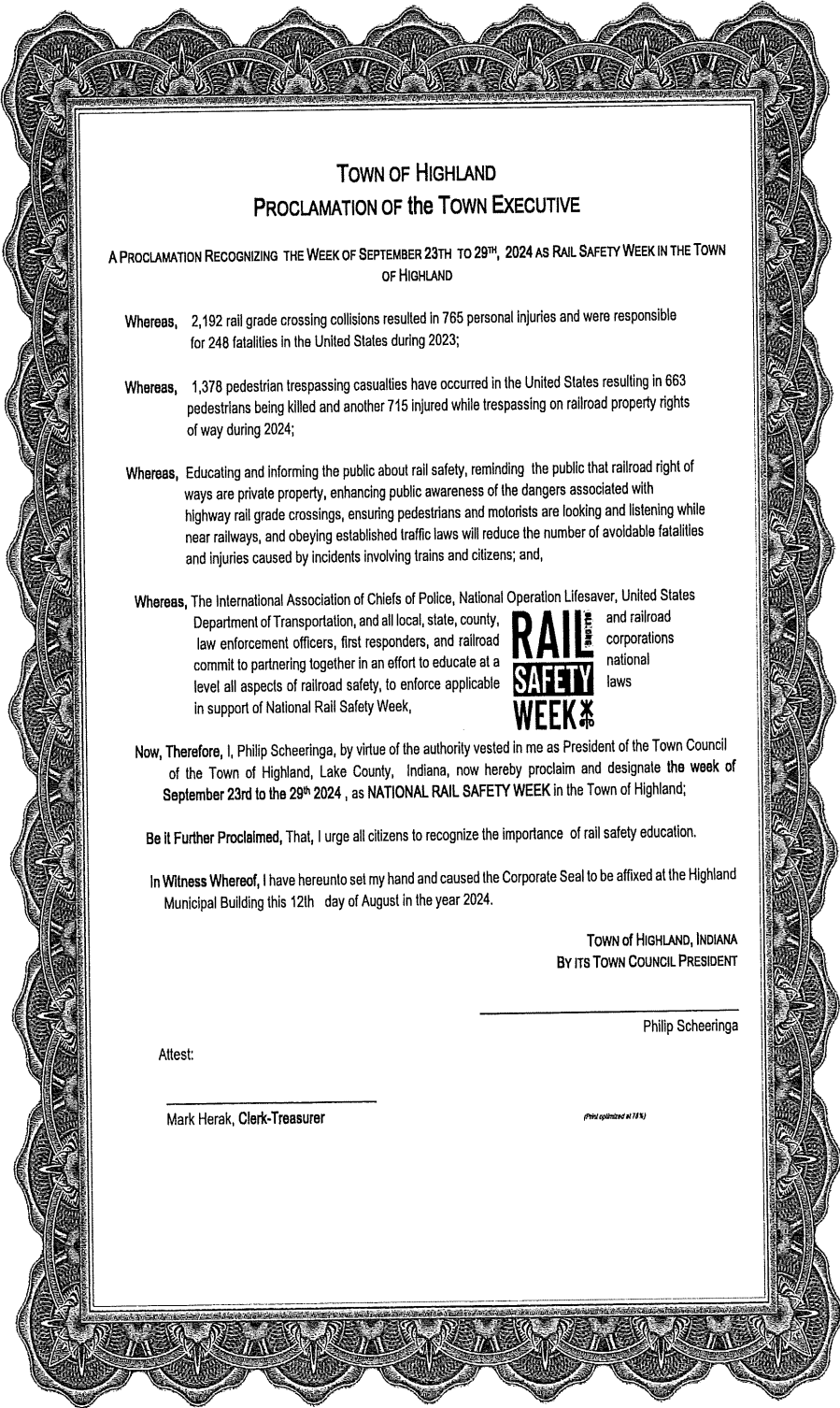
1. **Main Street Bureau Board:** (6) appointments to be made by the Town Council. Term: Two years ending 1 Jan 2025. *There are currently 11 of the 17 in place and serving. Currently serving are Rhonda Bloch, Ben Reinhart, Renee Reinhart, Allan Simmons, Diane Barr-Roumbus, James Roumbus, Sandra McKnight, Teri Yovkovich, Sandy Ray, Kathy Smailis, Ben Tomera and Laura Pilewski.*

2. **Community Events Commission** *Multi-year positions:* (1) appointment 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, Rachael Carter, Olga Briseno, Kathy Camp-Burke, Linda Carter and Jack Rowe)*

- x. **Discussion:** Executive Proclamation – Railroad Safety Week – September 23rd through September 29th

The Council President hearing no objections, advised the Clerk-Treasurer to place the item on the August 12, 2024 plenary meeting.



TOWN OF HIGHLAND
PROCLAMATION OF the TOWN EXECUTIVE

A PROCLAMATION RECOGNIZING THE WEEK OF SEPTEMBER 23RD TO 29TH, 2024 AS RAIL SAFETY WEEK IN THE TOWN OF HIGHLAND

Whereas, 2,192 rail grade crossing collisions resulted in 765 personal injuries and were responsible for 248 fatalities in the United States during 2023;

Whereas, 1,378 pedestrian trespassing casualties have occurred in the United States resulting in 663 pedestrians being killed and another 715 injured while trespassing on railroad property rights of way during 2024;

Whereas, Educating and informing the public about rail safety, reminding the public that railroad right of ways are private property, enhancing public awareness of the dangers associated with highway rail grade crossings, ensuring pedestrians and motorists are looking and listening while near railways, and obeying established traffic laws will reduce the number of avoidable fatalities and injuries caused by incidents involving trains and citizens; and,

Whereas, The International Association of Chiefs of Police, National Operation Lifesaver, United States Department of Transportation, and all local, state, county, law enforcement officers, first responders, and railroad commit to partnering together in an effort to educate at a level all aspects of railroad safety, to enforce applicable in support of National Rail Safety Week,



Now, Therefore, I, Philip Scheeringa, by virtue of the authority vested in me as President of the Town Council of the Town of Highland, Lake County, Indiana, now hereby proclaim and designate the week of September 23rd to the 29th 2024, as NATIONAL RAIL SAFETY WEEK in the Town of Highland;

Be it Further Proclaimed, That, I urge all citizens to recognize the importance of rail safety education.

In Witness Whereof, I have hereunto set my hand and caused the Corporate Seal to be affixed at the Highland Municipal Building this 12th day of August in the year 2024.

TOWN OF HIGHLAND, INDIANA
BY ITS TOWN COUNCIL PRESIDENT

Philip Scheeringa

Attest:

Mark Herak, Clerk-Treasurer

Photo optimized at 100%

x. **Discussion:** Update on the status of the auto-aid agreement with Griffith

The Town Attorney advised that he had reviewed the Fire Protection Automatic Aid Agreement with Griffith and was fine with it. The Clerk-Treasurer advised the Council he prepared Resolution No. 2024-18 which authorized the Town Council President and the Highland Fire Chief to affix their signatures to the Fire Protection Automatic Aid Agreement. He said he sent a copy to Attorney Reed to review. Attorney Reed said he will review and return to the Clerk-Treasurer.

The Clerk-Treasurer said he prepared Resolution No. 2024-17, the Mutual Aid Box Alarm System agreement authorizing the Council President to affix his signature to the Mutual Aid Box Alarm System Agreement and had forwarded it to Attorney for his review. Attorney Reed said he would review and return it to the Clerk-Treasurer.

The Council President hearing no objections, advised the Clerk-Treasurer to place both items on the August 12, 2024 plenary meeting.

Resolution No. 2024-17

TOWN OF HIGHLAND, TOWN OF MUNSTER, TOWN OF GRIFFITH, TOWN OF SCHERERVILLE, TOWN OF DYER, CITY OF HOBART, CITY OF CROWN POINT, CITY OF WHITING, CITY OF LAKE STATION, CITY OF GARY, TOWN OF CEDAR LAKE, TOWN OF MERRILLVILLE, TOWN OF NEW CHICAGO, TOWN OF ST. JOHN, TOWN OF WINFIELD, TOWN OF SCHNEIDER, TOWN OF LOWELL, LAKE HILLS (ST. JOHN & SCHERERVILLE) ALL LOCATED IN LAKE COUNTY, INDIANA

A Resolution Confirming and Acknowledging the Agreement made and entered into by and between the above referenced Units of local government pertaining to an Interlocal Government Agreement pertaining to the Mutual Aid Box Alarm System and all matters related thereto.

WHEREAS, The Towns of Highland, Munster, Griffith, Schererville, St. John, Dyer, Cedar Lake, Merrillville, New Chicago, Lowell, Schneider, Lake Hills (St. John and Schererville) and the Cities of Gary, Whiting, Lake Station, Hobart, Crown Point (the "Units") are each a municipal corporate entity organized and existing as units of local government in Lake County, Indiana, in conformance with applicable law; and

WHEREAS, The Towns of Highland, Munster, Griffith, Schererville, St. John, Dyer, Cedar Lake, Merrillville, New Chicago, Lowell, Schneider, Lake Hills (St. John and Schererville) and the Cities of Gary, Whiting, Lake Station, Hobart, Crown Point (the "Units") are each governed by a duly elected Legislative Body, known herein after as the Units; and

WHEREAS, The Units have been informed and advised that they are authorized by the terms and provisions of Indiana Code §36-1-7-1, et seq., as amended from time to time, to enter into agreements with participating governmental units so as to provide better public services and facilities to the residents of the participating Towns and as units of local government; and

WHEREAS, The provisions of Indiana Code §36-1-7-1, et seq., as amended from time to time, provides that any one or more public agencies may contract with any one or more public agencies to perform any government service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform, provided that such agreement shall be authorized by the governing body of each party to the agreement; and

WHEREAS, The Units have been further informed and advised that other like municipalities and units of local government located in Lake County, Indiana, are also entities empowered and authorized by the terms and provisions of Indiana Code §36-1-7-1, et seq., as amended from time to time, to enter into agreements with other local governmental units for the purposes of better providing public services and facilities for the mutual benefit of the participating governmental units; and

WHEREAS, It is the desire of the Units to enter into the Interlocal Governmental Agreement for the purposes of coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid; and

WHEREAS, It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside of territorial limits of the Member Unit is desirable and necessary to preserve and protect health, safety and welfare of the public.

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

SECTION 1. The President of the Town Council is hereby authorized to execute The Joint Interlocal Governmental Agreement, hereafter known as the Mutual Aid Box Alarm System Agreement between the Towns of Highland, Munster, Griffith, Schererville, St. John, Dyer, Cedar Lake, Merrillville, New Chicago, Lowell, Schneider, Lake Hills (St. John and Schererville) and the Cities of Gary, Whiting, Lake Station, Hobart, Crown Point to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster.

SECTION 2. That the Mutual Aid Box Alarm System shall be signed in counterparts and each of said counterparts shall be considered an original.

SECTION 3. The signatories of the Units participating in this enabling Mutual Aid Box Alarm System Agreement are authorized and permitted to enter into The Interlocal Agreement to provide for communications procedures, training and to secure to each the benefits of mutual aid in fire protection, firefighting and the disaster.

SECTION 4: The Mutual Aid Box Alarm System Agreement attached hereto and marked as Exhibit "A" and incorporated herein by referenced by an among the Towns of Highland, Munster, Griffith, Schererville, St. John, Dyer, Cedar Lake, Merrillville, New Chicago, Lowell, Schneider, Lake Hills (St. John and Schererville) and the Cities of Gary, Whiting, Lake Station, Hobart, Crown Point that before the Mutual Aid Box Alarm System 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.

SECTION 5: Each Unit approving the attached Mutual Aid Box Alarm System Agreement verifies that the participating signatory has reviewed and taken all necessary and properly public meeting action for approval and entry into the attached Mutual Aid Box Alarm System Agreement at a duly scheduled and noticed public meeting pursuant to applicable State law.

SECTION 6: Schedule of Implementation. That this Resolution shall take effect, and be in full force and effect, from and after the date of its passage and adoption upon its signature by the executive in the manner prescribed by I.C. 36-5-2-10(a) and under the terms found in Section 4 of this agreement.

DULY ORDAINED and ADOPTED this 12th Day of August 2024 by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of in favor and opposed.

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

Philip Scheeringa, President (I.C. 36-5-2-10)

Attest:

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

MUTUAL AID BOX ALARM SYSTEM AGREEMENT

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)" that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, Indiana law provides for Interlocal Cooperation at IC 36-1-7-1 et seq, and provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other local government including a unit of government from another state; and,

WHEREAS, Indiana Code IC 36-1-7-1 and IC 36-1-7-2(b) of the Intergovernmental Cooperation act, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the Town of Highland is a unit of local government as defined in Section 36-1-2-23 of the Indiana Statutes; and

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Mutual Aid Box Alarm System and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Mutual Aid Box Alarm System" (hereinafter referred to as "MABAS"): A definite and prearranged plan whereby response and assistance is provided

to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the MABAS Member Units and amended from time to time;

- B. "Member Unit": A unit of local government including but not limited to a city, village or fire protection district having a fire department recognized by the State of Indiana, or a neighboring state, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the MABAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of MABAS;
- C. "Stricken Unit": A Member Unit which requests aid in the event of an emergency;
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit;
- E. "Emergency": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid.
- F. "Division": The geographically associated Member Units or unit which have been grouped for operational efficiency and representation of those Member Units.

- G. "Training": The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS.
- H. "Executive Board": The governing body of MABAS comprised of Division representatives.

SECTION THREE

Authority and Action to Effect Mutual Aid

- A. The Member Units hereby authorize and direct their respective Fire Chief or his designee to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by the MABAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Fire Chief, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.
- B. Whenever an emergency occurs and conditions are such that the Fire Chief, or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.
- C. The Fire Chief, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:

1. Determine what equipment, personnel and/or services is requested according to the system maintained by MABAS;
2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Unit;
3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Unit in accordance with the procedures of MABAS;
4. Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.

SECTION FOUR

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Fire Chief or Senior Officer of the Stricken Unit. The party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Fire Chief or his designee; provided, however, that the party withdrawing such aid shall notify the Fire Chief or Senior Officer of the party requesting aid of the withdrawal of such aid and the extent of such withdrawal.

SECTION FIVE

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

SECTION SIX

Insurance

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of the Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The MABAS may require that copies or other evidence of compliance with the provisions of this Section be provided to the MABAS. Upon request, Member Units shall provide such evidence as herein provided to the MABAS members.

SECTION SEVEN

Indemnification

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this

Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel.

Each party requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement. Provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of the respective party for its employees, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the party rendering aid.

Provided further, that the obligation to defend and indemnify shall not be require any member to provide defense or indemnification beyond the statutory and constitutional limits of liability that are set forth in any applicable law in the State in which the member is located, and nothing in this Agreement is meant to constitute a waiver of any immunity or defense available to the member under the laws of the State in which the member is located.

SECTION EIGHT

Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond; however, failure to immediately notify the Stricken Unit of such inability to respond

shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION NINE

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Board of their Division and to the Executive Board specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

SECTION TEN

Effectiveness

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

SECTION ELEVEN

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by MABAS without prior written consent of the parties hereto.

SECTION TWELVE

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

SECTION THIRTEEN

Notices

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the MABAS mailing lists or, to other such addresses as shall be agreed upon.

SECTION FOURTEEN

Governing Law

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Indiana.

SECTION FIFTEEN

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION SIXTEEN

Executive Board of MABAS

An Executive Board is hereby established to consider, adopt and amend from time to time as needed rules, procedures, by-laws and any other matters deemed necessary by the Member Units. The Executive Board shall consist of a member elected from each Division within MABAS who shall serve as the voting representative of said Division on MABAS matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective division and shall have all rights and privileges attendant to a representative of that Member Unit.

A President and Vice President shall be elected from the representatives of the Member Units and shall serve without compensation. The President and such other officers as are provided for in the by-laws shall coordinate the activities of the MABAS.

SECTION SEVENTEEN

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures and by laws of the MABAS, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION EIGHTEEN

Rules and Procedures

Rules, procedures and by laws of the MABAS shall be established by the Member Units via the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the MABAS.

SECTION NINETEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures and by laws of the MABAS as established by the Executive Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID BOX ALARM SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Mutual Aid Box Alarm System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

Town of Highland
Political Entity

President, Town Council of Highland

Date
ATTEST:

Highland Clerk-Treasurer
Title

August 12, 2024
Date

Resolution No. 2024-18

A Resolution between the TOWN OF HIGHLAND and the Town of Griffith entering into a Fire Protection Automatic Aid Agreement. All located in Lake County, Indiana

A Resolution Confirming and Acknowledging the Agreement made and entered into by and between the above referenced Units of local government pertaining to an Interlocal Government Agreement pertaining a Fire Protection Automatic Aid Agreement and all matters related thereto.

WHEREAS, The Towns of Highland and Griffith, (the "Units") are each a municipal corporate entity organized and existing as units of local government in Lake County, Indiana, in conformance with applicable law; and

WHEREAS, The Towns of Highland and Griffith "Units") are each governed by a duly elected Legislative Body, known herein after as the Units; and

WHEREAS, The Units have been informed and advised that they are authorized by the terms and provisions of Indiana Code §36-1-7-1, et seq., as amended from time to time, to enter into agreements with participating governmental units so as to provide better public services and facilities to the residents of the participating Towns and as units of local government; and

WHEREAS, The provisions of Indiana Code §36-1-7-1, et seq., as amended from time to time, provides that any one or more public agencies may contract with any one or more public agencies to perform any government service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform, provided that such agreement shall be authorized by the governing body of each party to the agreement; and

WHEREAS, The Units have been further informed and advised that other like municipalities and units of local government located in Lake County, Indiana, are also entities empowered and authorized by the terms and provisions of Indiana Code §36-1-7-1, et seq., as amended from time to time, to enter into agreements with other local governmental units for the purposes of better providing public services and facilities for the mutual benefit of the participating governmental units; and

WHEREAS, It is the desire of the Units to enter into the Interlocal Governmental Agreement for the purposes of coordination of mutual aid through a Fire Protection Automatic Aid Agreement is desirable for the effective and efficient provision of mutual aid; and

WHEREAS, It is recognized and acknowledged that this Agreement is for structure fires only, as the use of an individual Member Unit's personnel and equipment to perform functions outside of territorial limits of the Member Unit is desirable and necessary to preserve and protect health, safety and welfare of the public.

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

SECTION 1. The President of the Highland Town Council and the Highland Fire Chief and the President of the Griffith Town Council and the Griffith Fire Chief are hereby authorized to execute the Joint Interlocal Governmental Agreement, hereafter known as the Fire Protection Automatic Aid Agreement between the Town of Highland and the Town of Griffith to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from structure fires only; and

SECTION 2. That the Fire Protection Automatic Aid Agreement shall be signed in counterparts and each of said counterparts shall be considered an original; and.

SECTION 3. The signatories of the Units participating in this enabling Fire Protection Automatic Aid Agreement are authorized and permitted to enter into the Interlocal Agreement to ensure effective and efficient emergency response; and

SECTION 4. The Fire Protection Automatic Aid Departments shall be dispatched with the initial alarm to all incorporated areas within each Town to structure fires only; and

SECTION 5. The signatories of the Units participating in this enabling Fire Protection Automatic Aid Agreement are authorized and permitted to enter into the Interlocal Agreement to ensure effective and efficient emergency response; and

SECTION 6. The Units participating in this Fire Protection Automatic Aid Agreement may withhold resources it determines to be necessary to provide for its own protection and assistance will be comprised of 1 Class A Pumper/Certified Engine for structure fires only; and

SECTION 7: The Fire Protection Automatic Aid Agreement attached hereto and marked as Exhibit "A" and incorporated herein by referenced by an among the Town of Highland and the Town of Griffith that before the Fire Protection Automatic Aid 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.

SECTION 8: Each Unit approving the attached Fire Protection Automatic Aid Agreement verifies that the participating signatory has reviewed and taken all necessary and properly public meeting action for approval and entry into the attached Fire Protection Automatic Aid Agreement at a duly scheduled and noticed public meeting pursuant to applicable State law.

SECTION 9: Schedule of Implementation. That this Resolution shall take effect, and be in full force and effect, from and after the date of its passage and adoption upon its signature by the executive in the manner prescribed by I.C. 36-5-2-10(a) and under the terms found in Section 4 of this agreement.

DULY ORDAINED and ADOPTED this 12th Day of August 2024 by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of in favor and opposed.

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

Philip Scheeringa, President (I.C. 36-5-2-10)

Attest:

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

FIRE PROTECTION AUTOMATIC AID AGREEMENT

THIS AGREEMENT made and entered into this 1st day of August 2024, by and between the Highland Fire Department, Lake County, Indiana and the Griffith Fire Department, Lake County, Indiana.

WITNESSETH:

THAT, **WHEREAS** the Griffith Fire Department and Highland Fire Department (“the Parties”) desire to participate in Automatic Aid; and

WHEREAS both above-named Fire Departments are dedicated to providing the highest standard of fire protection services to their respective fire districts, along with the lowest possible Insurance Services Office (ISO) Public Protection Classification ratings; and

WHEREAS Griffith Fire Department and Highland Fire Department desire to enter into an agreement for automatic aid assistance for structure fire calls only.

NOW THEREFORE, in consideration of the mutual covenants contained herein by and among the parties hereto, the terms of the agreement are mutually agreed upon as follows:

1. **PURPOSE:** The purpose of this agreement is to establish a framework for automatic aid between Griffith Fire Department and Highland Fire Department to ensure effective and efficient emergency response.
2. **GEOGRAPHICAL SCOPE:** The automatic aid assistance will be provided in all areas within the Town of Griffith and the Town of Highland respectively, which is hereby incorporated into this agreement.
3. **EMERGENCY REPOSE:** The Automatic Aid departments of the Parties shall be dispatched with the initial alarm to all incorporated areas within each town to structure fires only.
4. **ASSISTANCE PROVIDED:** Automatic aid assistance will be provided as agreed upon by the Parties. Assistance from the Parties will be comprised of 1 Class A Pumper / Certified Engine for structure fire calls only.
5. **EXCEPTION:** Each Party may withhold resources it determines to be necessary to provide for its own protection.
6. **COMPENSATION:** The Parties shall assume all costs of salaries, wages, bonuses, or other compensation for its own personnel that responds for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in response to the request for aid and shall make no charge for such use to the party requesting assistance.
7. **INJURED MEMBERS:** The Parties shall provide for the payment of compensation and benefits to an injured member and to a representative

of a deceased member of its respective emergency forces.

8. **INSURANCE:** The Parties shall provide for the insurance of its own personnel that responds for duty under the terms of this agreement and for the insurance of apparatus, equipment, and tools used specifically in response to the request for aid.
9. **INFORMATION COORDINATION:** The Parties agree to collaborate with the Lake County Emergency Communications Center to ensure that the information related to this automatic aid agreement is kept current and accurate. The specific place and time for staging of the assistance or aid and a point of contact at that location will be determined at the time and place of the structure fire.
10. **DURATION:** This agreement shall be in force for a period of one year from the effective date unless renewed by mutual consent of the Parties.
11. **TERMINATION:** Either Party may terminate this agreement at any time by providing the other Party with thirty (30) days' written notice.

THEREFORE, the governing boards of each Fire Department agree to this automatic aid agreement and authorize the Fire Chief to execute and maintain this document.

HIGHLAND FIRE DEPARTMENT (Auto Aid)

Fire Chief Signature

Town Council President

GRIFFITH FIRE DEPARTMENT (Auto Aid)

Fire Chief Signature

Town Council President

- x. **Discussion:** (this is a place holder) Update from attorney Reed on the status of disposing of the USAR Trailer and the wood shoring trailer parked in the south fire station

Town Attorney Reed said he would e-mail the resolution to the Clerk-Treasurer in the next couple of days.

The Council President hearing no objections, advised the Clerk-Treasurer to place the item on the August 12, 2024 plenary meeting.

The Town of Highland
Board of Works Order No. 2024-41

An Order Donating Certain Personal Property to another Governmental Entity and Finding and Determining Certain Personal Property of the Municipality is No Longer Needed for the Purposes for which Originally Acquired and Having Been Deemed Worthless and of No Market Value because the Value of the Property is Less than the Estimated Cost of the Sale and Transportation of the Property.

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 Fire Department of the Town of Highland that two (2) items of personal property, which are owned by the municipality are no longer needed for the purposes for which they were originally acquired, pursuant to IC 5-22-22-8; and

Whereas, The Fire Department has recommended and requested that disposal of certain personal property be authorized, all pursuant to the provisions of IC 5-22-22-1 (22)(A) et seq.; and,

Whereas, The Town Council now desires to favor the recommendation and take those steps necessary to authorize and approve the disposal of personal property of the municipality pursuant to the applicable law by donating same to another governmental body.

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 is 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 5-22-22-8.

(B) That these same articles of personal property possessed or owned by the municipality are now deemed worthless or of no market value as the estimated costs of the sale and transportation of the property exceeds the property value, pursuant to IC 5-22-22-8.

(C) That these two (2) items of personal property are more particularly described in Exhibit A, attached to and incorporated in this Works Board Order.

(D) That the two (2) items of personal property have no worth and disposing of same will be costlier than the simple private transfer to another governmental body for public purposes.

(E) That the two items of personal property are exempt from the confines of IC 5-22-22 et seq. because they are being deemed worthless and donated to another governmental organization for public purposes.

Section 2. That the Town of Highland Fire Department is hereby authorized and instructed to cause a lawful disposal or transfer of the personal property identified in this Works Board Order by private transfer without advertising to, and at the request of, The Fire Department of the City of Crown Point, Indiana for use by said departments Technical Rescue Team.

Section 3. That this transfer is a donation to another governmental body for public safety purposes and the no (\$0.00) proceeds are expected from the lawful disposal and transfer authorized by this Order 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 12th day of August 2024 having passed by a vote of _____ in favor and _____ 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)

EXHIBIT A
Personal Property for Donation/Disposal

1. Lumber trailer V.I.N. 1B9FM16296J202083

2. USAR Trailer V.I.N. 1WC200E2161113751

- x. **Discussion: Works Board Order Number 2024-40:** An Order of the Works Board Accepting the Performance Agreements with: Lee Bilenda of Little Giant; Randall Anderson of Buck Daddy; Mike Mazur of Rockology Chicago; Ashlyn Termini of Ashlyn; Frank Venturella of I'm with Frank; Nathaniel Venturelli of Nate Venurelli; Ronald Hanchar of the Rocky Road Band; Chad Clifford of Crawpuppies; James Hillegonds of Bonfire; Brian Wynn of Sounds Cool Live Audio, LLC; for Professional Entertainment and Stage Services for the Town of Highland Associated with the 3rd Annual BBQ Fest and to comply with IC 22- 5-1.7 et seq.

The Council President hearing no objections, advised the Clerk-Treasurer to place the item on the August 12, 2024 plenary meeting.

Town of Highland
Board of Works
Order of the Works Board 2024-40

AN ORDER OF THE WORKS BOARD ACCEPTING THE PERFORMANCE AGREEMENTS FOR PROFESSIONAL ENTERTAINMENT AND STAGE SERVICES FOR THE TOWN OF HIGHLAND, ASSOCIATED WITH 3RD ANNUAL BBQ FEST 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, 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 BBQ 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 BBQ 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 three (3) days of The Town of Highland's 2024 BBQ Festival exceeds \$10,000.00, 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 and stage services as set forth in the agreements, for all of the days of the event, for: Lee Bilenda of Little Giant; Randall Anderson of Buck Daddy; Mike Mazur of Rockology Chicago; Ashlyn Termini of Ashlyn; Frank Venturella of I'm with Frank; Nathaniel Venturelli of Nate Venurelli; Ronald Hanchar of the Rocky Road Band; Chad Clifford of Crawpuppies; James Hillegonds of Bonfire; Brian Wynn of Sounds Cool Live Audio, LLC; 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 12th day of August 2024 having passed by a vote of _ in favor and _ 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)

- x. **Discussion:** Ordinance Number 1792-F: An Ordinance to Amend Ordinance No. 1792 to establish the wage and salary rates of the Elected Officers, the Non-Elected Officers, and the Employee of the Town of Highland, Indiana particularly regarding change to the Staffing Authority of the Building & Inspection Department as it pertains to the authorized strength of the Code Enforcement Officer and creating a part-time position.

The Council President hearing no objections, advised the Clerk-Treasurer to place the item on the August 12, 2024 plenary meeting.

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

AN ORDINANCE to AMEND ORDINANCE No. 1792-F 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 CREATION OF A PART-TIME CODE ENFORCEMENT OFFICER AND CHANGE to the STAFFING AUTHORITY of the BUILDING & INSPECTION DEPARTMENT as it pertains to the authorized strength of the Code Enforcement Officer.

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;

NOW, THEREFORE, BE IT HEREBY ORDAINED by the Town Council of the Town of Highland, Lake County, Indiana, that the Staffing Authority of the Building & Inspection Department is modified and fixed, pursuant to the provisions indicated herein and as follows:

Section 1. That Section 8 (B) of Ordinance No. 1792 be amended by adding Section 8 (B)(3) of that Ordinance and adding the following language, which shall be numbered as Section 8 (B)(3) and read as follows:

Section 8. *Building & Inspection Department.* That subject to the provisions of this ordinance, the salary and wages for the non-elected officers and employees of the Town of Highland are hereby fixed for its Building & Inspection Department as follows:

	Starting Rate	Incumbent Rate
(B) Assistant Inspectors:		
(B)(3) Code Enforcement Officer (Part-Time)* (2)	\$ 22.71 hr.	\$ 30.09 hr.

** Once the current full-time Code Enforcement Officer returns to work, the staffing authority for the Code Enforcement Officer will revert back to one (1).*

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

Section 3. 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 4. (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;

(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 12th day of August 2024. Consideration on same day or at same meeting of introduction sustained a vote of in favor and opposed and was considered pursuant to IC 36-5-2-9.8.

DULY ORDAINED and ADOPTED this 12th Day of August 2024, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of in favor and opposed.

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

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)

x. Discussion: Installation of a fence around Main Square

- (1) Status of the RFP for Engineering
- (2) Redevelopment to pay for Engineering out of their funds
- (3) other matters that the Council deems desirable or necessary on this topic

During the Redevelopment meeting, the Redevelopment Commission approved the contract with Nies Engineering proposal for Professional Design Engineering Services for the fence around Main Square.



August 2, 2024

Ms. Maria Becerra, Redevelopment Director
Highland Redevelopment Commission
3333 Ridge Road
Highland, IN 46322

RE: Proposal for Professional Design Engineering Services
Main Square Park Decorative Fence Project

Dear Ms. Becerra:

Thank you for the opportunity to present this proposal for professional design engineering services for Highland's Main Square Park Decorative Fence Project. This project would create a decorative metal fence surrounding the entire perimeter of Main Square Park, with openings for pedestrian access and controlled vehicle access for festival vendors and park staff. Our understanding is that the fence would be comprised of decorative metal picket panels with metal posts set in concrete, include brick veneer masonry columns at regular intervals and access points, and have a minimum 4"-thick concrete mow strip below the fence.

Our proposal is based on providing engineering services including field survey of the perimeter of the park, meeting to refine fence location based on existing utilities and site constraints, meeting to refine fence materials, preparation of plans and specifications suitable for competitive bidding and assistance during the bid process. We propose to provide design engineering services for a not-to-exceed fee of \$16,300.00. Billings will not exceed the budget without your prior authorization. We propose to provide engineering services based on the hourly billing rates presented in Table 1. Direct expenses such as reproduction and similar items will be billed at actual cost. Mileage will be billed at the current IRS approved rate. The attached "Standard Conditions for Professional Engineering Services" is included by reference.

Again, thank you for the opportunity to present this proposal. Your signature below and return of one copy of this proposal to our office will constitute your acceptance and our notice to proceed.

Yours very truly,
NIES Engineering, Inc.

Derek R. Snyder
Derek R. Snyder, P.E.
Vice President

HIGHLAND REDEVELOPMENT COMMISSION

Accepted By: _____

Date: _____

cc: Highland Redevelopment Commission
Mr. Alex Brown
Mr. Mark Herak

2421 173rd Street, Hammond, IN 46323 PH: (219) 844 • 8680 | FAX: (219) 844 • 7754

www.niesengineering.com

x. Discussion: Highway Avenue & Jewett Street Streetscape

- (1) RFP is complete, has it been distributed to vendors?
- (2) if yes, to #1, when are the RFP's do back? If no, to #1, when will the RFP be distributed?
- (3) Status of Nies analysis of the decorative lighting poles?
- (4) Redevelopment to pay for project out of their funds
- (5) other matters that the Council deems desirable or necessary on this topic

Prior to discussion, the Clerk-Treasurer passed an email received from Nies Engineering advising that the decorative pole manufacturer has declined to run further calculations on the existing poles. In the e-mail it gave their reasons why.

Councilor Robertson said he and Maria had finished the new RFP and he thought it was already up on the Town's website. He said he didn't realize she was on vacation. He said he sent copies to the two (2) vendors that originally supplied proposals. He said he did talk with one of the vendors who submitted a proposal last time and they are finalizing his proposal. He said the costs from the original proposals ranged from \$80,000 to \$200,000.

The Clerk-Treasurer suggested that maybe they reach out to the manufacturer of the decorative lighting and see what it would cost to replace all the poles with new steel poles that could carry the load. The general consensus was that would be too expensive to change out the poles.

Mark Herak

From: Mark Knesek
Sent: Friday, August 2, 2024 1:17 PM
To: Phil Scheeringa; Doug Turich; Alex Robertson; Tom Black; George Georgeff
Cc: Mark Herak
Subject: FW: Decorative String Lights for Downtown Highland
Attachments: Existing_Light_Pole.pdf

*Mark Knesek, Public Works Director
Town of Highland
8001 Kennedy Ave
Highland, Indiana 46322
(219) 972-5069*

From: Derek Snyder <DSnyder@mail.niesengineering.com>
Sent: Friday, August 2, 2024 12:24 PM
To: Mark Knesek <mknesek@highland.in.gov>
Subject: RE: Decorative String Lights for Downtown Highland

Mark,

The lighting manufacturer's engineers have declined to run further calculations on the existing poles, for two reasons:

1. The pole is a straight, aluminum pole composed of two parts instead of a seamless pole. The top 44" has a welded tenon that slips inside the lower pole and is held in place with set screws (see the attached PDF with a page from the RFP that Redevelopment posted earlier this year). The proposed support cable for the string lights would be attached to this top piece of the pole and would affect the tenon connection.
2. The combined wind loading of the luminaire, banner and other attached signs already approaches the maximum wind loading of the pole.

If detailed analysis of the existing poles with string lights is desired, the Council would need to hire a licensed Structural Engineer.

The lighting manufacturer's engineers could run calculations for new, tapered steel poles if the Council desires. Please advise if this is desired.

Thank you,

Derek Snyder, P.E. | Vice President
(NIES) Engineering, Inc.
2421 173rd St | Hammond, IN 46323
Phone: (219) 844-8680 | Cell: (219) 742-8680
dsnyder@niesengineering.com

x. Discussion: Highland's Roadway Lighting LED Upgrade Project

- (1) At the last study session, the Council agreed to proceed with Engineering. Has a purchase order been issued?
- (2) Engineering – Nies Engineering - \$35,400
- (3) Redevelopment to pay for project out of their funds.
- (4) other matters that the Council deems desirable or necessary on this topic

There was continued discussion amongst the Council whether engineering should be for the entire project or just Ridge Road.

Councilor Georgeff suggested that the engineering should be as one project as proposed by Nies Engineering but the construction phase should be broken into 3 phases.

Councilor Scheeringa said he talked to Public Works Director Knesek who advised breaking it down into section would escalate the price of the project, however Councilor Scheeringa still feels that engineering should be done for Ridge Road only because things are likely to change from when the engineering is done and construction takes place.

Since the money to pay for the engineering will come from Redevelopment, the Council decided to put the item on the next Redevelopment Commissions meeting agenda for the engineering for Ridge Road only

Councilor Georgeff made the suggestion about looking at other funds to pay for some of these projects rather than taking everything from the Downtown Allocation Fund. He suggested either Innkeepers Tax Fund or Gaming. He was advised by the Clerk-Treasurer that the Innkeepers Tax Fund has roughly \$45,000 and the Gaming Revenue Fund has roughly \$400,000. The Town receives \$5,000 annually for the Innkeepers Tax Fund and \$24,000 annually to the Gaming Revenue Fund. Councilor Georgeff said if we use Gaming Revenue Funds, it will free up money in the Downtown Allocation Fund to do additional projects. No consensus was reached.

x. Discussion: Welcome to Highland Sign

- (1) 2 quotes were received, with Hyre Electric being the lowest and most responsive. Has a purchase order been issued to Hyre Electric?
- (2) Redevelopment to pay for project out of their funds
- (3) other matters that the Council deems desirable or necessary on this topic

The Redevelop Commission announced that Redevelopment Director Maria Becerra would be placing the order with Emcor Hyre tomorrow. The purchase order will be in the amount of \$13,680.

esign Envelope ID: EB2FF9C8-ED4A-4271-88D9-30D4E11EA280



2655 Garfield Avenue
Highland, IN 46322
(219) 923-6100

Town of Highland
Highway and Ridge
Highland, IN
Attn: Nick Russo

7/29/2024

Subject: Highway and Ridge New Power Feed

Greetings:

In accordance with your request, we are pleased to submit our proposal to perform the necessary electrical work in connection with the subject project, as outlined below:

Scope of Work:

- Furnish and install (1) 250' 1 1/2" poly bore from street light to lighting cabinet.
- Furnish and install #1 wire from panel on pole to existing lighting cabinet.
- Furnish and install new meter and 100-amp panel at pole.
- Provide 60-amp breaker for existing lighting cabinet.
- Provide 50-amp breaker for traffic light cabinet
- Conduit and wiring are included.

Base Proposal Amount: **\$13,680.00**
Thirteen Thousand Six Hundred Eighty Dollars and No Cents

Exclusions

- Coordination studies, changes due to coordination studies, or utility fees of any kind.
- Overtime (All above work has been quoted during normal working hours namely 7am to 3:30pm)

Sincerely,
EMCOR HYRE ELECTRIC CO. OF INDIANA, INC.

Jack Burandt, Service Manager

Any deviation from the above specification will be executed only upon written orders, which may possibly credit or incur additional charges to this proposal. Payment is to be made every thirty (30) days for labor and all materials, with final payment to be made thirty (30) days after completion. If it is necessary for Seller to institute Legal Proceedings against Buyer to collect any indebtedness due to enforce any of these Terms and Conditions, Seller shall be entitled to recover from Buyer Pre-Judgment Interest at 1.5% per Month, Court Costs, Attorney's Fees, and all other Costs of Collection. Workmen will be properly covered by workmen's compensation and public liability insurance, certificate of which may be obtained upon request. All work covered in this proposal will be performed in a workmanlike manner, in accordance with the rules and regulations of the Local Department of Electricity. Any work that is found to be obstructed by public or private utilities will be addressed as a change in price. Price is valid for 10 days and subject to change based on market fluctuations.

Upon acceptance of this proposal, please sign below and return one copy to our office authorizing commencement of work.

SIGNATURE DocuSigned by:
Maria C Beerna Date 8/1/2024
26281C42F87D4CF..

x. Discussion: Upgrades needed at the Highway of Flags
Councilor Robertson said he talked to Public Works Director Kneseck about replacing the water line and tapping into the line on Ridge Road. The Public Works Director reported that upon investigating that a 1-1/2 ball valve broke and needs replacing. When Public Works has some time, they will replace the valve. There will be no need to tap into the line on Ridge Road or tear up one lane of traffic on Ridge Road.

The Clerk-Treasurer said he will issue the purchase order to Emcor Hyre to fix the electrical problem.



2655 Garfield Avenue
Highland, IN 46322
(219) 923-6100

Town of Highland
3333 Ridge Road
Highland, IN 46322
Attn: Nick Russo

7/19/2024

Subject: Ridge and Indianapolis New Service, Flag Lighting, and Outlet Repairs

Greetings:

In accordance with your request, we are pleased to submit our proposal to perform the necessary electrical work in connection with the subject project, as outlined below:

Scope of Work:

- Furnish and install (1) 100-amp 120/240-volt meter and panel to replace existing. The new panel and meter will be relocated near the parking lot.
- Furnish and install photocell-controlled contactor for lighting and outlets in front of wall.
- Replace and repair (5) outdoor GFCI boxes on north side of wall. This includes new boxes, new weather resistant covers and weather resistant GFCIs.
- Furnish and install (5) 5000K LED lights on top of wall to illuminate flags. This lighting will be completed using rigid conduit.
- Furnish and install (2) new LED flood lights on south side of wall near bench. New boxes and covers will be used.

Total Amount Due to Customer **\$9,920.00**

Nine Thousand Nine Hundred Twenty Dollars and No Cents

Exclusions

- Coordination studies, changes due to coordination studies, or utility fees of any kind.
- Overtime (All above work has been quoted during normal working hours namely 7am to 3:30pm)
- Landscaping or grass repairs.

Sincerely,
EMCOR HYRE ELECTRIC CO. OF INDIANA, INC.

Matt Sandberg, Service Manager

Any deviation from the above specification will be executed only upon written orders, which may possibly credit or incur additional charges to this proposal. Payment is to be made every thirty (30) days for labor and all materials, with final payment to be made thirty (30) days after completion. If it is necessary for Seller to institute Legal Proceedings against Buyer to collect any indebtedness due to enforce any of these Terms and Conditions, Seller shall be entitled to recover from Buyer Pre-Judgment Interest at 1.5% per Month, Court Costs, Attorney's Fees, and all other Costs of Collection. Workmen will be properly covered by workmen's compensation and public liability insurance, certificate of which may be obtained upon request. All work covered in this proposal will be performed in a workmanlike manner, in accordance with the rules and regulations of the Local Department of Electricity. Any work that is found to be obstructed by public or private utilities will be addressed as a change in price. Price is valid for 10 days and subject to change based on market fluctuations.

Upon acceptance of this proposal, please sign below and return one copy to our office authorizing commencement of work.

SIGNATURE _____ Date _____

x. Discussion: Request from the Tree Board to amend the Parkway Ordinance No. 1670 to permit the Town to contract with a professional arborist tree service to prune trees identified as hazardous in the parkways.

- (1) no official action taken, however, Council was leaning in the direction to apply the 50/50 grant and use the money to prune trees within the parks, Jewett/Highway and trees that were covering traffic control devices.
- (2) Councilor Georgeff to discuss with Tree Board Secretary if the funds could be used as proposed. Update from Councilor Georgeff
- (3) Tree Board Secretary Rich Underkofler sent an email to the Council asking the Town Attorney to review the liability of unpruned trees in the parkway falling and injuring persons or personal property. His research indicated that the Town would be liable. He further asked, if the Council was not going to implement a town wide pruning project, he asked whether the Council would amend the ordinance so the homeowners will not be held responsible.
- (4) other matters that the Council deems desirable or necessary on this topic

Councilor Georgeff said he is in favor of applying for the 50/50 grant available but have the Public Works Director control the funds and be used for pruning town properties such as in the parks or at the public works facility and along Highway Avenue and Jewett Street. He said per the email everyone received from Tree Board Secretary Richard Underkofler, it was permissible to use the grant money as suggested by Councilor Georgeff. He recommended that the Town proceed and have Mr. Underkofler proceed and apply for the grant. He further recommended to the Council not to change the Parkway Ordinance, at least not at time.

Mr. Underkofler recommended that the Town's portion of the matching grant or the \$25,000 come out of the General Fund and not from the MVH Fund but to leave the \$25,000 currently budgeted in MVH for tree removal intact. He made mention that in talking to the public works director, the MVH is pretty much tapped out. If the grant is received, a total of \$75,000 could be used for tree removal and the pruning of trees.

The Clerk-Treasurer was in agreement, even suggesting that the money could come out of CEDIT.

Councilor Scheeringa the pruning or trimming of trees would be a big improvement along Jewett and Highway as many of the fallen hero banners are covered by the trees. The same with downtown businesses as their business signs are covered. It will also help with the removal of branches that are covering stop signs or branches that are hit by a passing firetruck.

The Council President hearing no objections, advised the Clerk-Treasurer to place the item on the August 12, 2024 plenary meeting.

The Clerk-Treasurer said he will prepare the documentation for the next meeting.

x. **Discussion:** Review proposal D from the Idea Factory for redesigning/reworking the Town of Highland website – highland.in.gov.

- (1) no official action taken, however, the Council was leaning in the direction to accept proposal D and at the \$10,000 level. The Council President asked the Council to review proposal D, as lot of information was discussed that night and be prepared to discuss at the August 5th study session
- (2) Councilor Robertson passed a job description for a media manager and asked the Council to review for the August 5th study session. He then explained his vision. It was thought the position would be a contract employee so the Town wouldn't have to pay benefits and report to the IT Director. That raised the question of having a contract employee working on your platform.
- (3) IT Director Ed Dabrowski said that if the Town was to sever ties with the Idea Factory, the Town still owns the rights to highland.in.gov and would have a website but we would need someone to host and manage it. The same applies to the gazebo express. The Idea Factory has copy righted the name Gazebo express but the Town would still have the newsletter but would have to come up with a different name.
- (4) The Town did sign the contract with the Idea Factory for them to do the Gazebo Express through March of 2025.
- (5) Ed Dabrowski suggested developing an app
- (6) It was suggested to install software, like the City of Hammond uses so residents can report problem within the City. The entire Council is notified and the department head that would deal with the problem. The resident is notified once the problem is resolved.
- (7) Theresa and Robin commented that after reading the description of the media manager position, not everything they currently do is covered either in proposal D or in the media manager position.
- (8) other matters that the Council deems desirable or necessary on this topic

\$5,000 level:

Home page slider images, home page icons, social media integration throughout, new color palette

\$7,500 level:

All of the above level, plus
Calendar widget, calendar training, initial calendar entries

\$10,000 level:

All of the above level, plus
In-person department head and staff meetings to rework content and visuals.
Includes custom content, design and photography

Discussion began on whether to let the Idea Factory continue to host the website or to bring it in house? The

role of the social media manager was also discussed.

Councilor Scheeringa asked Councilor Robertson if he still felt that the \$10,000 level under Proposal D was the best option for the Town.

Councilor Robertson said yes, as he felt to bring everything in house right now would be too many hats for the person to wear but rather start out gradually and go ahead and have the Idea Factory redesign the website, with the bells and whistles they are proposing it will make the website livelier, as well as, improve the content. At the same time, we hire a media manager who would eventually take stuff off of the plate of the Idea Factory and bring it in house. He gave the example of taking the Gazebo Express and put it onto the Facebook page for people who do not get a utility bill and receive a copy of the Gazebo Express. He said he felt that would be the best approach. He said have the Idea Factory take over the website, get it into a nice, workable state and then we could have the Media Manager manage other things. They are the professionals. He added to go with the contract employee so we don't have to pay benefits. He said, if you do bring it in house, it would be a full-time gig and social media manager would have to do everything but for now, let's let the Idea Factory do the redesign of the website and we focus on hiring a social media manager. He re-emphasized that he passed a rough job description and asked the Council to review. He said the Council should change it as they see fit.

Councilor Scheeringa ask IT Director Ed Dabrowski that since this person will be reporting to, will he Ed be doing the interviewing and then based upon his recommendation, the Council would then approve the hire?

Ed responded that it can be any direction the Council wants it to go. We can do it as you proposed or the Council could be active participants in the interviewing process.

Attorney Reed commented that the process described is similar to HR Gov. They interview the candidates, narrow the selection to 2 or 3 and then let hiring authority interview and make the hiring decision.

Ed did add that I hope this person can do apps?

Councilor Robertson said we could but then it wouldn't be a social media manager we were looking for but more of a programmer. That's why if we went with a contract worker, maybe from a larger company, we can find somebody at the beginning to help us clean up and bring it in house and then later on, you get somebody from the same company that has the skill set to build an app. He was sure the within a larger company, they have employees that have a broad spectrum of knowledge, who could build an app. Councilor Scheeringa then asked Robin, who is a principle in the Idea Factory to go into more detail on the different levels outlined under Proposal D, in particular the \$10,000 level.


Councilor Turich asked Robin if it would be possible for her team to come in next week and make a ten minute presentation of what exactly we are getting for \$10,000. I know you did this several weeks ago as you shared some stuff from your iPad. At the same time, explain it but at a very high level. He said we had a high level presentation last week with good commentary, now if you can create something tangible so we could understand? Start with the \$5,000 level and then what each additional level gives us.

Robin said they would do it.

The Clerk-Treasurer asked about the icons or buttons on the website homepage. He wanted to know that if a person clicked on a button or icon for say the park or police, that link would take that person directly to that website? He also wanted to know if the Idea Factory redesigns and updates the content and if the Council then decides to bring it in house, will the Town's social media manager be able to host the website and make changes and won't have to redesign it or come up with a different language?

Robin replied that the feature was the same in all the levels, even the lower levels. She said the Idea Factory bought the Highland Rocks domain. She said they started doing that website in addition to Highland to highlight festivals. She said they could create different names and then book them, like Highland Festivals, and then viewers could simply click on the name and link will take them right to that page. As to the question of content, if the Town brought the hosting in house, she said they would make the content available. They would be able to take it off the front end of the website, not the back end of the website but it would be available. They would have access to the files and everything as it is a pretty comprehensive archive.

The Council said if the presentation met their expectations, they would take it to a vote.

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To:
Highland Clerk-Treasurer Mark Herak
Highland IT Director Ed Dabrowski
Highland Town Council

From: The Idea Factory

Subject: 2024 Contract - **Proposal D**
Redesigning/reworking Town of Highland website - highland.in.gov

Option levels for website redesign:

\$5,000 level includes:

Home page slider images Social Media Integration throughout
Home page icons New color palette throughout

\$7,500 level includes:

All of the above, plus
Calendar widget Initial Calendar Entries
Calendar Training

\$10,000 level includes:

All of the above, plus
In-person department head and staff meetings to rework content and visuals.
Includes custom content, design and photography.

\$15,000 level includes:

All of the above, plus
Explore Downtown Highland Business widget and listings
Real Estate widget and listings
Document Center widget

Town of Highland, Indiana

Overview:

The Town of Highland is soliciting proposals from qualified firms or individuals to provide digital media management services. The selected vendor will be responsible for enhancing the town's online presence through strategic content creation and management across various social media platforms.

Scope of Work:

1. Social Media Management:

- Develop and implement a content strategy for the Town of Highland Facebook page and other relevant social media accounts.
- Ensure regular updates with a minimum of 1 post per week and a maximum of 3 posts per week per platform.
- Monitor social media channels and engage with followers as needed.

2. Content Creation:

- Create engaging text, image, and video content tailored to the town's initiatives, events, and announcements.
- Coordinate with town departments and boards to gather content and ensure accuracy.

3. Gazebo Express Newsletter:

- Design and populate content for a regular newsletter or bulletin (Gazebo Express) to be shared on social media platforms.
- Include updates, announcements, and other relevant town information.

4. Coordination and Reporting:

- x. **Discussion:** Continuing the discussion of developing a strategic plan for the Town of Highland and having the Department Heads goals & objectives feed off of that plan.
- (1) Councilor Turich read aloud his email
 - (2) whereas no formal action was taken, the general consensus is that the Council feels it is accomplishing much of the items listed in Councilor Turich email and the reporting mechanism by the department heads at the plenary meeting is satisfactory.

Councilor Turich said there really was good discussion last week. I think we are moving in the right direction. One take away from last week's meeting was to try and work with the department heads to create a scorecard. That is something he is still working on with fire department and he'll have something to share with the Council shortly.

Councilor Scheeringa said he didn't see any problem with scorecards and working closely with the department heads. He said he and Councilor Georgeff will work with Chief Potesta to come up with a scorecard for the police department.

Councilor Turich asked for clarification regarding comments made by the Redevelopment Director at last weeks meeting. Maria stepped up and talked about her plans and what she is contracting out for the upcoming year. Is she working on a redevelopment plan or a strategic plan for the Town? I want to know what direction she is headed?

Councilor Georgeff said it is a master plan for the Town. It is a strategic vision for the Town. It is not just a redevelopment plan. It's a comprehensive plan.

Councilor Turich said, we have two (2) full-time employees and you have Dan Botich who acts like an employee of the Town and now your bringing on another consultant or a fourth employee. He wanted to know if the Redevelopment Commission already approved the contract?

Councilor Scheeringa said the contract has already been approved and Maria is in the process of scheduling the 1st meeting. The consultant will be working with all of the departments and come up with a comprehensive plan. Included in that comprehensive plan will be a Capital Plan.

Councilor Turich asked Councilor Scheeringa if he remembered the cost of the contract. Councilor Scheeringa said he would have to go back and check the minutes to find out the cost.

Mark Herak

From: Doug Turich <doug.turich@gmail.com>
Sent: Sunday, July 14, 2024 11:54 PM
To: Mark Herak
Cc: jpratlaw@aol.com; Phil Scheeringa
Subject: Top 5 Goals - Doug Turich

Mark,

Good evening! I am on vacation and I won't be able to attend tomorrow's meeting. Could you please present my top 5 goals as discussed in previous meetings:

1. Gain alignment with the other members of the council on a vision for Highland's future
 - > Develop a strategic plan
 - > Foster collaboration and solicit feedback from the community.
 - > Establish transparent, clear and measurable goals for growth
 - > Regularly review progress
2. Improve our parks
 - > Increase the appeal and add amenities that attract a broad range of ages to ensure the parks are enjoyed by the entire community.
3. Revitalize our downtown
 - > Foster a sense of community in the downtown area by hosting events, festivals and other activities.
 - > Support small businesses as they are the lifeblood of the downtown area
 - > Work to maintain the character and charm of the downtown area
4. Attract new business
 - > Emphasize the appeal of a well-maintained and inviting downtown area
 - > Highlight the opportunity to take advantage of improved public spaces for outdoor seating and events.
 - > Emphasize the benefits of being part of a vibrant and engaged community
 - > Streamline the process to make it easier for a business to establish themselves in the community.

5. Establish clear Key Performance Indicators (KPIs) and metrics for town hall meetings, ensuring effectiveness, engagement, and continuous improvement in communication and transparency.

- Define KPIs: Identify and define the key metrics that will gauge the success and impact
- Develop Measurement Framework: Create a structured framework for collecting, analyzing, and reporting on the identified KPIs
- Implement Tracking Mechanisms: Integrate tools or systems to effectively track and monitor the defined KPIs in real-time or post-event, ensuring accurate measurement and data-driven decision-making.
- Establish Baselines and Targets: Set initial benchmarks (baselines) for each KPI and establish realistic targets for improvement based on historical data and organizational objectives.
- Continuous Improvement: Regularly review and evaluate the effectiveness of the KPIs and metrics framework, making adjustments as necessary to enhance the impact and relevance
- Communicate Results and Insights: Share insights and outcomes derived from the KPIs with stakeholders to foster transparency and accountability.

Thanks,

Doug

Councilor Scheeringa asked if there were any additional agenda items. Hearing none, he adjourned the meeting at 8:42 p.m.