

**Enrolled Minutes of the Fourth Regular Meeting or Special Meeting
For the Thirtieth Highland Town Council Regular Plenary
Business Meeting (In person) Monday, February 26, 2024**

The Thirtieth Town Council of the Town of Highland, Lake County, Indiana met in its regular plenary session on Monday, February 26, 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 Doug Turich, Councilor Alex Robertson and Councilor Philip Scheeringa all participated in person. Councilor Georgeff and Councilor Black were 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 Scheeringa 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 Doug Turich, Alex Robertson and Philip Scheeringa were present. Councilor Georgeff and Councilor Black were absent. Clerk-Treasurer, Mark Herak was also present. A quorum was attained. With only three (3) Councilors present, Ordinances could only be 1st read only.

Additional Officials Present: Alex Brown, CPRP, Superintendent of Parks and Recreation; Metropolitan Police Chief Ralph Potesta; John Reed, Reed, Attorney with Abrahamson, Reed & Bilse; Kenneth J. Mika, Building Commissioner; Redevelopment Director Maria Becerra; Mike Pipta, Fire Chief; Ed Dabrowski, Director of Information Technology and 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 February 12, 2024 Plenary meeting were approved by general consent.

Special Orders: None

Comments from the Public or Visitors:

Larry Kondrat, Highland, said he had three (3) questions. He said the Town just spent around \$1mm on a new fire truck. Now, you are going to spend an additional \$51,000 to

equip it and have the equipment mounted. He said he wasn't trying to dog them but if your spending \$1mm on a new truck, he would have thought that the truck would come fully equipped and could be put immediately into service.

Councilor Turich answered and said in order to be transparent, he also thought that when the truck was bid, it should have included this additional equipment and mounting. However, the person responsible for putting the bid package together decided to separate the activities that would have normally included in the bid proposal. We are now fixing what wasn't done correctly in the past.

Mr. Kondrat then commented on the tree contract at \$70,000. He said this is the second year in a row and maybe a third year that the Town has had only one bidder. There has to be other lumber jacks in the area who would bid?

Public Works Director Knesek said he did have another firm pick up the bid package, a firm out of Illinois but they did not bid. He felt the reason no others bid the project was because of the call out provision or the emergency call out. Most others tree companies cannot or choose not to mobilize their manpower to respond to an emergency situation. He said if we have a water break in the middle of the night and the tree is over the water line, they need the tree company to come out and removed the tree. He also said he wanted to clarify the tree budget is \$25,000 and not \$70,000. The \$70,000 is a misnomer. In order to get a fair bid, as tree sizes or diameters are used. It's a template based upon a formula and that price came to \$70,000. It just makes it fair for everyone to bid.

Councilor Turich asked how is the bid package communicated?

Mr. Knesek said we publish the bid in the newspaper. They also put the bid package on the website and he personally called tree companies and told them were going to bid this out.

Larry then commented on the band contracts that were to be voted on later. He said it is showing roughly \$34,000. He said what he didn't see is entertainment for children. Last year, there was entertainment for children. There were dancers, a magician and he even thought a puppet show. He also questioned the price. He thought last year entertainment was roughly \$20,000 and this year it is \$34,000 and wondered why the \$14,000 increase. Sandy McKnight who is in charge of the entertainment was not present at the meeting and neither the Council or the representative present from the Council of Community events could answer Larry's question.

Communications: Announcing the passing of former Fire Chief Barney Swinford

Staff Reports: None

Appointments:

• **Statutory Boards and Commissions**

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

Regional Statutory Commissions or Boards

1. **Municipal Plan Commission** (1) appointment to be made by Town Council President. *(Note: Currently held by Olga Briseno, (D) term ending 1st Monday January 2024. No more than two (2) of any party. Current composition is two (2) Republicans, one (1) Democrat. There can be no more than 2 of the same party.*

The Town Council President as municipal executive announced the appointment of **Brad Neal (D)**, 8404 Gordon Drive, Highland. The Clerk-Treasurer noted he would prepare the proper certificates of appointment to be executed by the Town Council President.

2. **Advisory Board of Zoning Appeals:** (1) appointment to be made by Town Council President. This appointment only necessary if there is a change to the appointment on the Plan Commission. It must be a member of the Plan Commission and not the same one appointed by the Plan Commission. *(co-extensive with their plan commission term)*

The Town Council President as municipal executive announced the appointment of **Morgan Wright**, Highland to the Advisory Board of Zoning Appeals, provided that he was retained as a legislative appointment on the Plan commission. The Clerk-Treasurer noted he would prepare the proper certificates of appointment to be executed by the Town Council President, subject to Mr. Wright's retention on the Plan Commission.

3. **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.*
4. **Little Calumet River Basin Project Advisory Board:** (1) appointment to be made by Town Council President

The Town Council President as municipal executive announced the appointment of **Mark Knesek**, 8118 Grace Street, Highland as Highland's appointment to the Little Calumet River Basin Project Advisory Board. Terms are in force until the appointing authority appoints a successor.

STATE of INDIANA)
) SS:
COUNTY of LAKE)

**TO LITTLE CALUMET RIVER BASIN PROJECT ADVISORY BOARD
TOWN of HIGHLAND, LAKE COUNTY, STATE of INDIANA
CERTIFICATE of EXECUTIVE APPOINTMENT**

This is to certify that as President of the Highland Town Council, I am the municipal executive pursuant to IC 36-1-2-5(4); IC 36-5-2-2, acting in accordance with I.C. 14-13-2-32, on the 26th day of February, 2024, in the Town of Highland in said County and State, in which it is set forth and declared that

Mark Knesek
8118 Grace Street
Highland, Indiana 46322
(219) 689-6664

was duly appointed to the Little Calumet River Basin Project Advisory Board as established under IC 14-13-2-32 et seq., to serve at the pleasure of the appointing authority.

Further, I certify that this member is an elected official who resides in the Town of Highland and was appointed by me, the municipal executive, because he is knowledgeable in matters of designing, constructing, maintaining or managing drainage or flood control facilities in the watershed pursuant to the qualifications set forth in I.C. 14-13-2-32.

IN WITNESS WHEREOF, I have hereunto set my hand and send this certification to be made part of the records of the Northwestern Indiana Regional Plan Commission this 26th day of February 2024.

Confer certification: I.C. 14-13-2-32

PHILIP SCHEERINGA, PRESIDENT
HIGHLAND TOWN COUNCIL

Attest:

MARK HERAK
CLERK-TREASURER

Home Rule Boards and Commissions

5. **Tree Board:** (2) appointments, to be made by the municipal executive, but requiring nomination from the Town Council. (*Positions currently held by Joan Roback and Bernie Zemen.*)
 - a. Nomination by the Town Council. (*The council would pass a motion to nominate.*)
 - b. Appointment by executive. (*If nominee is acceptable, the Town Council President may appoint.*)

6. **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. **Renewal of Group Dental Plan.** Pursuant to HMC Section 3.05.040 (D), the Town Council is the exclusive purchasing authority for all insurance. *Current provider, MetLife rates are proposed for renewal at Employee only at \$38.59; Employee and Spouse at \$79.66; Employee plus children \$79.69 and for Employee and family at \$130.92 per month; If approved, Brown Insurance Group would be agent of record. Renewal is effective March 1, 2024.*

Councilor Turich moved to approve the renewal of the group dental plan as presented. Councilor Robertson seconded. Upon a roll call vote, there were three (3) affirmatives and no negatives. The motion passed. The group dental plan as presented was renewed.

2. **Authorizing the proper officer to publish legal notice of a public hearing:** Public Hearing to consider additional appropriations in the amount of \$18,000 in the MCCD Fund; in the amount of \$3,500 in the General Fund;

Councilor Robertson moved to authorize the proper officer to publish legal notice of a public hearing to consider proposed additional appropriations as indicated. Councilor

Turich seconded. Upon a roll call vote, there were three (3) affirmatives and no negatives. The motion passed. The proper officer was authorized to publish the legal notice.

3. Works Board Order No. 2024-11: 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.

Councilor Robertson moved the passage and adoption of Works Board Order No. 2024-11, inclusive of the exhibit and approving transfer without advertising to Grace Without Borders. Councilor Turich seconded. Upon a roll call vote, there were three (3) affirmatives and no negatives. The motion passed. The order was adopted.

THE TOWN of HIGHLAND
BOARD of WORKS ORDER No. 2024-11

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 OR TRANSFER OF SAID PROPERTY TO A MUNICIPALITY.

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 Metropolitan Police Department that several items of personal property particularly, several computers whose operating hardware has been removed and the warranties have expired, all owned by the municipality are no longer needed for the purposes for which it was originally acquired, pursuant to IC 5-22-22; and

WHEREAS, The Metropolitan Police 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.;

WHEREAS, The Metropolitan Police Chief has further recommended that disposal of the personal property be executed by the purchasing agent and authorize the transfer to Grace Without Borders, by way of private sale, all pursuant to the provisions of IC 5-22-22, sections 3, 6 and 8;

WHEREAS, The Town Council has been advised by the Office of Clerk-Treasurer that several items of personal property particularly, several computers whose warranties have expired, all owned by the municipality are no longer needed for the purposes for which it was originally acquired, pursuant to IC 5-22-22; and

WHEREAS, The Clerk-Treasurer, in consultation with the IT Director has recommended that disposal of the personal property be authorized, all pursuant to the provisions of IC 5-22-22 et seq.;

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 transportation of the property exceed the property value, pursuant to IC 5-22-22-8;

(D) That they 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 Police Department to **Grace Without Borders** be hereby found to be authorized and lawful;

Section 2. That the Metropolitan Police 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 the Clerk-Treasurer in consultation with the IT Director is hereby authorized and instructed to cause a lawful disposal or demolition of the personal

property identified in this Works Board Order without advertising pursuant to IC 5-22-22-8;

Section 4. 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 proper fund.

BE IT SO ORDERED.

DULY ADOPTED and ORDERED BY the Town Council of the Town of Highland, Lake County, Indiana, acting as the Board of Works, this 26th day of February 2024 having passed by a vote of 3 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)

Exhibit of Personal Property for Disposal

COMPUTER	DELL	OPTIPLEX 5050	BJY0MN2	1747	4/10/2018
COMPUTER	DELL	OPTIPLEX 5050	BJX3MN2	1748	4/10/2018
COMPUTER	DELL	OPTIPLEX 5050	BJY1MN2	1749	4/10/2018
COMPUTER	DELL	OPTIPLEX 5050	BJW0MN2	1750	4/10/2018
COMPUTER	DELL	OPTIPLEX 5050	BJY2MN2	1751	4/10/2018
COMPUTER	DELL	OPTIPLEX 5050	BJXZLN2	1752	4/10/2018
COMPUTER	DELL	OPTIPLEX 5050	BJW3MN2	1753	4/10/2018

END of EXHIBIT

4. Works Board Order Number 2024-12: An Order of the Works Board Accepting the Performance Agreements with: Mike Green for Mike Green; Mike Nueman for Jump – Van Halen Tribute; Eliezer Hernandez for Eli and the Elements; Mark Mybeck for Nomad Planets; Ray Flores for Together; Jimmy Holmes of Déjà vu Tributes, LLC, for Jimmy Holmes; Joe Zannelli for Change of Habit Tribute Band, LLC.; Nicolas Kubacki for Stern Approval; Thomas Rezgtheo of Enterprise Network Services, Inc., for The Smiley Tillmon Band.; Frank Livingston for Kashmir; Linda Walla for Pawnz; Jeffrey Gajewski of Sapphire Entertainment for Dick Diamond and the Dusters; Jeremy Andrews of Eclipse

Entertainment, LLC. for Mr. Funnyman; James Bulanda for James Bulanda; Dennis Pizzuto for Michelle Velez and The Dam Band; James Cairo of And Beyond Music LLC., for Anthem; Doug Clapp, Lou Samaniego, Shane Samaniego, Chris Sulcer, Bob Heckler, Jennifer Cimbala, Jim Croke for Small Town; Tim Cichon for Visions of Santana; Frank Venturella for I'm with Frank; Mike Giordano for Crossthreads; Brian Wynn of Sounds Cool Live Audio LLC; 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 Turich moved the passage and adoption of Works Board No. 2024-12. Councilor Robertson seconded. Upon a roll call vote, there were three (3) affirmatives and no negatives. The motion passed. The order was adopted.

Town of Highland
Board of Works
Order of the Works Board 2024-12

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 and stage services as set forth in the agreements, for all of the days of the event, for: Mike Green for Mike Green; Mike Nueman for Jump – Van Halen Tribute; Eliezer Hernandez for Eli and the Elements; Mark Mybeck for Nomad Planets; Ray Flores for Together; Jimmy Holmes of Déjà vu Tributes, LLC, for Jimmy Holmes; Joe Zannelli for Change of Habit Tribute Band, LLC.; Nicolas Kubacki for Stern Approval; Thomas Rezgtheo of Enterprise Network Services, Inc., for The Smiley Tillmon Band.; Frank Livingston for Kashmir; Linda Walla for Pawnz; Jeffrey Gajewski of Sapphire Entertainment for Dick Diamond and the Dusters; Jeremy Andrews of Eclipse Entertainment, LLC. for Mr. Funnyman; James Bulanda for James Bulanda; Dennis Pizzuto for Michelle Velez and The Dam Band; James Cairo of And Beyond Music LLC., for Anthem; Doug Clapp, Lou Samaniego, Shane Samaniego, Chris Sulcer, Bob Heckler, Jennifer Cimbala, Jim Croke for Small Town; Tim Cichon for Visions of Santana; Frank Venturella for I'm with Frank; Mike Giordano for Crossthreads; 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 26th day of February 2024 having passed by a vote of 3 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)

Mike Green

PERFORMANCE AGREEMENT

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

Date: July 3, 2024

Entainer: Mike Green
Band Name: Mike Green
Address: 8471 Wheeler Pt.
City, State Zip: Crown Point, IN
Phone: 219 902-8833

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

Description


This agreement is for the personal services of performers on the engagement described below, is made on 2-12-24, 2024 between Town of Highland - Town Council (hereinafter "Purchaser") and Mike Green (hereinafter "Artist").

1. Name and address of place of performance: July 4th Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance: July 3, 2024
3. Performance time: 5:00-10:30
4. Contact: Sndy McKnight, (219) 545-3800
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: \$ 450, flat guarantee, made payable to Mike Green after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, 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 hereto set their hands and seals on the dates written below:

Purchaser: Town of Highland - Town Council
By: _____
Philip Scherlinga, President
Dated: _____

Artist/Manager
By: 
Printed Name: Michael Green
Dated: 2-12-24

Jim With Frank

PERFORMANCE AGREEMENT

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

Date: 2/12, 2024

Entertainer:
 Band Name: Jim With Frank
 Address: 3079 Ridge Road
 City, State Zip: Highland, IN 46322
 Phone: 219-675-7235

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

Description

This agreement is for the personal services of performers on the engagement described below, is made on 2/12/24, 2024 between Town of Highland - Town Council (hereinafter "Purchaser") and Jim With Frank Band (hereinafter "Artist").

1. Name and address of place of performance: July 4th Festival
 3001 Ridge Road, Highland, IN 46322.
2. Date of Performance: July 3, 2024
3. Performance time: 7p - 8:30p
4. Contact: Sandy McKnight, (219) 545-3800
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: \$ 1,000, flat guarantee, made payable to Frank Venturilla after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, 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.

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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 Scheerings, President

By: 
 Printed Name: Frank Venturilla

Dated: _____

Dated: 2/12/24

Jump-Vantalen
Tribute

PERFORMANCE AGREEMENT

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

Date: February 1, 2024

Entertainer:
Band Name: Jump - Van Halen Tribute
Address: _____
City, State Zip: _____
Phone: _____

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

Description

This agreement is for the personal services of performers on the engagement described below, is made on February 1, 2024 between Town of Highland - Town Council (hereinafter "Purchaser") and _____ (hereinafter "Artist").

1. Name and address of place of performance; July 4th Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance; July 3, 2024
3. Performance time; 8:30pm - 10:30pm.
4. Contact; Sandy McKnight, (219) 545-3800
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; \$ 5300.00 , flat guarantee, made payable to _____ after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, 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.
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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: Mike Nueman
Printed Name: _____

Dated: _____

Dated: 2/5/24

Eli & the Elements

PERFORMANCE AGREEMENT

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

Date: 2-12, 2024

Entertainer:
Band Name: Eli & the Elements
Address: 506 2889 Willowdale Rd
City, State Zip: Perigo, IN 46368
Phone: 219-308-5056

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

Description

This agreement is for the personal services of performers on the engagement described below, is made on 2-12, 2024 between Town of Highland - Town Council (hereinafter "Purchaser") and Eli & the Elements (hereinafter "Artist").

1. Name and address of place of performance: July 4th Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance 7-4, 2024
3. Performance time: 2pm-3pm
4. Contact: Sandy McKnight, (219) 545-3800
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: \$450.00, flat guarantee, made payable to Eli & the Elements after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, 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.

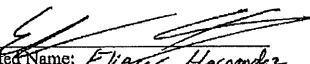
11. **Binding Effect:** This Agreement will be binding on the parties and will inure to the benefit of and bind their respective heirs, personal representatives, successors and assigns.
12. **Attorneys' Fees:** In any action brought by any party to enforce the obligations of the other party or parties 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.
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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: 
Printed Name: Elvira Hernandez

Dated: _____

Dated: 2-12-24

Nomad Planets

PERFORMANCE AGREEMENT

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

Date: February 10, 2024

Entertainer:
Band Name: Nomad Planets
Address: 3337 Strong Street
City, State Zip: Highland, IN 46322
Phone: 219-677-1579

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

Description

This agreement is for the personal services of performers on the engagement described below, is made on February 10, 2024, between Town of Highland - Town Council (hereinafter "Purchaser") and Nomad Planets (hereinafter "Artist").

1. Name and address of place of performance: July 4th Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance: July 4, 2024
3. Performance time: 3:30 pm – 5:00 pm
4. Contact: Sandy McKnight, (219) 545-3800
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: \$600.00, flat guarantee, made payable to Nomad Planets after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, 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.

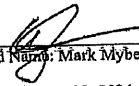
11. **Binding Effect:** This Agreement will be binding on the parties and will inure to the benefit of and bind their respective heirs, personal representatives, successors and assigns.
12. **Attorneys' Fees:** In any action brought by any party to enforce the obligations of the other party or parties 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.
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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 Scheerings, President

By: 
Printed Name: Mark Mybeck

Dated: _____

Dated: February 10, 2024

Together

PERFORMANCE AGREEMENT

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

Date: _____, 2024

Entertainer: Together
Band Name: Together
Address: 344 Madison Ave.
City, State Zip: Madison, Indiana 47321
Phone: (219) 789-2691

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

Description

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 Together (hereinafter "Artist").

1. Name and address of place of performance: July 4th Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance July 4, 2024
3. Performance time: 5:30 - 7:00
4. Contact: Sandy McKnight, (219) 545-3800
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: \$ 2,500.00, flat guarantee, made payable to Together after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, 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.
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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: *Raymond Flores / Together*
Printed Name: *Raymond Flores / Together*

Dated: _____

Dated: *February 13, 2024*

Elvis

PERFORMANCE AGREEMENT

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

Date: Feb 12, 2024

Entertainer:
Band Name: Jimmy Holmes
Address: 517 Elm St
City, State Zip: DeMotte, IN
Phone: 219-384-7869

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

Description

This agreement is for the personal services of performers on the engagement described below, is made on Feb 12, 2024 between Town of Highland - Town Council (hereinafter "Purchaser") and DeJa Vu Tributes, LLC (hereinafter "Artist").

1. Name and address of place of performance: July 4th Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance July 4, 2024
3. Performance time: 7:30 – 9 pm
4. Contact: Sandy McKnight, (219) 545-3800
5. Type of Event: July 4th Festival
6. Sound System and Lighting will be provided by: Sounds Cool Live Audio
7. Special provisions: Private space to be used as a dressing area with a mirror
8. Contract price: \$ 2500.00 USD, flat guarantee, made payable to Déjà vu Tributes, LLC on the date of the concert to be given to Jimmy Holmes.
9. ~~It is understood that this contract agreement is binding on both Purchaser and Artist.~~
If Purchaser cancels the engagement for any reason other than an Act of God, 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.
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WHEREFORE, the Parties hereunto set their hands and seals on the dates written below:

Artist/Manager

Purchaser: Town of Highland – Town Council

By:



By: _____

PERFORMANCE AGREEMENT

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

Date: February 13, 2024

Entertainer:
Change of Habit Tribute Band, LLC
435 W. Hunter Lane
Minooka, IL 60447
708-307-7791

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

Description

This agreement is for the personal services of performers on the engagement described below, is made on February 13, 2024 between Town of Highland - Town Council (hereinafter "Purchaser") and (hereinafter "Artist"). *Change of Habit Tribute Band*

1. Name and address of place of performance: July 4th Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance: July 4, 2024
3. Performance time: *7:30-9:00*
4. Contact: Sandy McKnight, (219) 545-3800
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: \$2500.00, flat guarantee, made payable to Joe Zannelli after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, 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.

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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: *Joe Zannelli*
Printed Name: Joe Zannelli

Dated: _____

Dated: February 13, 2024

PERFORMANCE AGREEMENT

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

Date: 2/12/24, 2024

Entertainer:
Band Name: Stern Approval
Address: 3327 Strong Street
City, State Zip: Highland, IN 46322
Phone: 219-677-5902

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

Description

This agreement is for the personal services of performers on the engagement described below, is made on 2/12/2024, 2024 between Town of Highland - Town Council (hereinafter "Purchaser") and Stern Approval (hereinafter "Artist").

1. Name and address of place of performance: July 4th Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance July 5th, 2024
3. Performance time: 2:30 – 4:30 pm
4. Contact: Sandy McKnight, (219) 545-3800
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: \$ 500, flat guarantee, made payable to Nicolas Kubacki after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, 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: Nicolas Kubacki
Printed Name: Nicolas Kubacki

Dated: _____

Dated: 2/12/2024

The Smiley Tillman Band

PERFORMANCE AGREEMENT

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

Date: Feb. 10, 2024

Entertainer: The Smiley Tillman Band For: July 4th Festival
Band Name: The Smiley Tillman Band Highland Main Square
Address: 9449 S. Boulder Ave. #207 3001 Ridge Road, Highland, IN 46322
City, State Zip: Evergreen Park, FL
Phone: 630-518-2283 Highland Council of Community Events

Description

This agreement is for the personal services of performers on the engagement described below, is made on Feb. 10, 2024 between Town of Highland - Town Council (hereinafter "Purchaser") and The Smiley Tillman Band (hereinafter "Artist").

1. Name and address of place of performance: July 4th Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance July 5, 2024
3. Performance time: 4:30 - 6:00 PM
4. Contact: Sandy McKnight, (219) 545-3800.
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: \$1,200 flat guarantee, made payable to Enterprise Network Services, Inc.
after the concert.
9. * Provide Check To: Tom Resano
It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, 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.

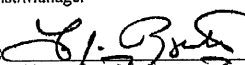
12. **Attorneys' Fees:** In any action brought by any party to enforce the obligations of the other party or parties under this Agreement, the prevailing party will be entitled to collect such party's or parties' reasonable outside counsel fees, costs and other litigation expenses in such action. The prevailing party is the party who receives substantially the relief sought by said party, whether by final unappealable 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.
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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: 
Printed Name: Thomas J. C. 24

Dated: _____

Dated: 2-10-24

PERFORMANCE AGREEMENT

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

Date: 2/12/, 2024

Entertainer:
Band Name: VISIONS OF SANTANA
Address: 934 West Pine Place
City, State Zip: GRIFFITH IN
Phone: 219-218-2125

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

Description

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 VISIONS OF SANTANA (hereinafter "Artist").

1. Name and address of place of performance: July 4th Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance 7/5, 2024
3. Performance time: 6:30 - 8:00pm
4. Contact: Sandy McKnight, (219) 545-3800
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: \$ 1600.00, flat guarantee, made payable to Tim Cichon after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, 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.
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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: 
Printed Name: Timothy Cichon

Dated: _____

Dated: 2/12/24

① Kashmir

PERFORMANCE AGREEMENT

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

Date: 2/9, 2024

Entertainer: "KASHMIR"
Band Name: "KASHMIR"
Address: 2942 45TH ST.
City, State Zip: HIGHLAND IN 46322
Phone: 219-805-1180

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

Description

This agreement is for the personal services of performers on the engagement described below, is made on 2-9-24, 2024 between Town of Highland - Town Council (hereinafter "Purchaser") and FRANK LIVINGSTON (hereinafter "Artist").

1. Name and address of place of performance: July 4th Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance 7-5, 2024
3. Performance time: 8:30 - 10:30
4. Contact: Sandy McKnight, (219) 545-3800
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: \$ 3,000, flat guarantee, made payable to FRANK LIVINGSTON after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, 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.

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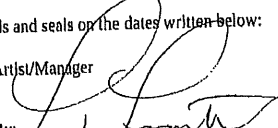
11. **Binding Effect:** This Agreement will be binding on the parties and will inure to the benefit of and bind their respective heirs, personal representatives, successors and assigns.
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WHEREFORE, the Parties hereunto set their hands and seals on the dates written below:

Purchaser: Town of Highland – Town Council

Artist/Manager

By: _____
Phillip Scheeringa, President

By: 
Printed Name: FRANK LIVINGSTON

Dated: _____

Dated: 2/9/24

Pawnz

PERFORMANCE AGREEMENT

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

Date: 2/12, 2024

Entertainer:
Band Name: PAWNZ
Address: 757 W. Division Rd
City, State Zip: Crown Point, IN 46307
Phone: (219) 242-2389 cell Linda
(219) 759-3355 home
(219) 689-6737 cell Tom

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

Description

This agreement is for the personal services of performers on the engagement described below, is made on February 12th, 2024 between Town of Highland - Town Council (hereinafter "Purchaser") and PAWNZ (hereinafter "Artist").

1. Name and address of place of performance: July 4th Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance Sat. July 6, 2024
3. Performance time: 4:30-6:00
4. Contact: Sandy McKnight, (219) 545-3800
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: \$1000, flat guarantee, made payable to PAWNZ after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, 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.

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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: Linda Waller "Pawny"¹
Printed Name: LINDA WALLER

Dated: _____

Dated: 2/12/24

Mr. Funnyman

PERFORMANCE AGREEMENT

Town of Highland - Town Council
Date: 2/16, 2024
3333 Ridge Road
Highland, IN 46322

Entertainer: Eclipse Entertainment LLC For: July 4th Festival
Band Name: Mr. Funnyman Highland
Main Square
Address: _____ 3001 Ridge
Road, Highland, IN 46322
City, State Zip: _____
Phone: _____ Highland
Council of Community Events

Description

This agreement is for the personal services of performers on the engagement described below, is made on 2/16/24, 2024 between Town of Highland - Town Council (hereinafter "Purchaser") and Eclipse Entertainment LLC (hereinafter "Artist").

1. Name and address of place of performance: July 4th Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance 7/6, 2024
3. Performance time: 6:30 - 8pm
4. Contact: Sandy McKnight, (219) 545-3800
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: \$ 2500, flat guarantee, made payable to Eclipse Entertainment LLC after the concert.

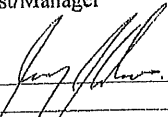
by LLC

to such provision as is possible that is legal, valid and enforceable.

14. Headings: The headings used in this Agreement are for case in reference only and are not intended to affect the interpretation of this Agreement in any way.
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WHEREFORE, the Parties hereunto set their hands and seals on the dates written below:

Purchaser: Town of Highland – Town Council
Artist/Manager

By:  2/18/24

By:

Dick Diamond & the Dusters

PERFORMANCE AGREEMENT

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

Date: 1/12, 2024

Entertainer:
Band Name: Dick Diamond & The Dusters
Address: 1309 121st St
City, State Zip: Whiting, IN 46394
Phone: (219) 201-2513

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

Description

This agreement is for the personal services of performers on the engagement described below, is made on January 17, 2024, 2024 between Town of Highland - Town Council (hereinafter "Purchaser") and (hereinafter "Artist").

1. Name and address of place of performance: July 4th Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance 7/6, 2024
3. Performance time: ~~4:00~~ - last performance 8:30 - 10:30
4. Contact: Sandy McKnight, (219) 545-3800
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: \$ 2500.00, flat guarantee, made payable to _____ after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, 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.

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

Purchaser: Town of Highland – Town Council Artist/Manager: Sapphire Entertainment

By: _____

By:  _____

Philip Scheeringa, President

Printed Name: Jeff Gajewski, Agent

Dated: _____

Dated: January 17, 2024

**CONTRACT RIDER FOR
 DICK DIAMOND AND THE DUSTERS (DDD)**


1. Marketing:	Only approved DDD Images and logos may be used. No prior approval is necessary when using Images available through our "Press Kit" page at www.dickdiamond.net .
2. Social Media:	For public events, please tag us in your posts, and add @dickdiamondandthedusters as a co-host to your Facebook event. Let's reciprocate, collaborate and network!
3. Tech:	A stage plot with technical details and input list is available on the "Press Kit" page at www.dickdiamond.net . DDD does not provide its own FQH engineer. For technical questions, please contact Phil Reiner at (219) 406-5667.
4. Weather:	For outdoor events, band equipment and all electronics must be protected from rain. If the venue, fest or purchaser provides no shelter, DDD reserves the right to halt the performance to cover and protect their assets from damage.
5. Hospitality:	A green room, dressing room, or private area must be made available for DDD members to change into their costumes and leave their private belongings. The space should be able to accommodate six-eight individuals comfortably. One non-chilled case of bottled water shall be made available for the band upon their arrival for setup.
6. Day-Of-Event Contact:	If you need to reach the band on the day of the event, please contact Phil Reiner at (219) 406-5667.

AGENT:

Company: Sapphire Entertainment
 Representative: Jeffrey P. Gajewski
 Title: Agent and Band Manager
 Email: booking@dickdiamond.net
 Tel: (219) 201-2513

PURCHASER:

Business Name: _____
 Representative: Sandy McKnight
 Title: _____
 Email: mcknightsandra444@gmail.com
 Tel: (219) 545-3800

 01/17/2024
 Signature Date

 Signature Date

PERFORMANCE AGREEMENT

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

Date: 2-12-24, 2024

Entertainer:
Band Name: Jim Bulanda
Address: P.O. Box 183
City, State Zip: 46310
Phone: 219-718-7503

For: July 4th Festival
Highland Main Square
Highland, IN 46322

Highland Council of Community Events

Description

This agreement is for the personal services of performers on the engagement described below, is made on 2-12-24, 2024 between Town of Highland - Town Council (hereinafter "Purchaser") and Jim Bulanda (hereinafter "Artist").


1. Name and address of place of performance: July 4th Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance July 7, 2024
3. Performance time: 2:00 to 3:00pm
4. Contact: Sandy McKnight, (219) 545-3800
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: \$ 400.00, flat guarantee, made payable to James Bulanda after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, 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: 
Printed Name: James J. Bulanda

Dated: _____

Dated: 2-12-24

This DAM Band

PERFORMANCE AGREEMENT

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

Date: 2/9, 2024

Entertainer: MICHELLE VELEZ
Band Name: THE DAM BAND
Address: 2117 RIDGEWOOD ST
City, State Zip: HIGHLAND IN 46322
Phone: 219-381-5163

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

Description

This agreement is for the personal services of performers on the engagement described below, is made on 2/9/24, 2024 between Town of Highland - Town Council (hereinafter "Purchaser") and DENNIS PIZZUTO (hereinafter "Artist").

1. Name and address of place of performance: July 4th Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance 7/7/24, 2024
3. Performance time: 3:30 - 5:00 pm
4. Contact: Sandy McKnight, (219) 545-3800
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: \$ 1200.00 flat guarantee, made payable to DENNIS PIZZUTO after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, 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.

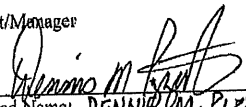
- 11. **Binding Effect:** This Agreement will be binding on the parties and will inure to the benefit of and bind their respective heirs, personal representatives, successors and assigns.
- 12. **Attorneys' Fees:** In any action brought by any party to enforce the obligations of the other party or parties 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: _____
Phillip Scheeringa, President

By: 
Printed Name: DENNIS M. PLEZANT

Dated: _____

Dated: 2-9-2024

Anthem

PERFORMANCE AGREEMENT

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

Date: February 9th, 2024

Entertainer:
Band Name: Anthem / Classic Rock & Beyond
Address: 1515 Wenonah Ave
City, State Zip: Berwyn, IL 60402
Phone: 630-308-1054

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

Description

This agreement is for the personal services of performers on the engagement described below, is made on February 9th, 2024 between Town of Highland - Town Council (hereinafter "Purchaser") and And Beyond Music, LLC (hereinafter "Artist").

1. Name and address of place of performance: July 4th Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance Sunday, July 7th, 2024
3. Performance time: 5:30-7:00 pm
4. Contact: Sandy McKnight, (219) 545-3800
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: \$2,000 flat guarantee, made payable to And Beyond Music LLC, after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, 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.
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- 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: _____ By: James Cairo
Philip Scheeringa, President Printed Name: James Cairo

Dated: _____ Dated: February 9th, 2024

Smalltown

PERFORMANCE AGREEMENT

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

Date: 2/12/24

Entertainer:
Band Name: SMALL TOWN
Address: 307 W. PRAIRIE LANE
City, State Zip: VALPARAISO, IN 46385
Phone: 219-776-3131

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

Description

This agreement is for the personal services of performers on the engagement described below, is made on 2/12/2024 between Town of Highland - Town Council (hereinafter "Purchaser") and SMALL TOWN (hereinafter "Artist").

1. Name and address of place of performance: July 4th Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance: 7/7/24
3. Performance time: 7:30-9:00
4. Contact: Sandy McKnight, (219) 545-3800
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: \$2,100, flat guarantee, made payable to EACH BAND MEMBER after the concert.
\$300 EACH TO: DOUG CLAPP, LOU SAMANIEGO, SHANE SAMANIEGO, CHRIS SULCER, BOB HECKLER, JENNIFER CIMBALA, JIM CROKE
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, 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 unappealable 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.
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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



Sounds Cool Live Audio LLC
 608 E Main St
 Griffith, IN 46319 US
 +1 2187127086
 soundscoolliveaudio@gmail.com
 www.soundscoolliveaudio.com

BILL TO
 Town of Highland
 3333 W. Ridge Rd.
 Highland, IN 46322

SHIP TO
 Town of Highland
 3333 W. Ridge Rd.
 Highland, IN 46322

INVOICE 3293

DATE 07/03/2024

DUE DATE 07/03/2024

EVENT DATE
 7/3-7/24

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
PX2122	Dual 12" 2-Way Bl-Amp Main Speaker	4	75.00	300.00
PX2181	Dual 18" Main Speaker Subwoofer	4	75.00	300.00
Amp Rack	Crown Itech HD Amp Rack 3 12000HD	1	150.00	150.00
Amp Rack Monitor	Crown IT5000HD x 4 Wireless Router	1	75.00	75.00
DL92	32 x 16 Midas Digital Stage Box	1	100.00	100.00
MRX512m	12" 2-Way JBL Monitor Speaker Enclosure	6	50.00	300.00
Drum Monitor	12" 2-Way + 18" Subwoofer JBL PRX Powered Speakers	1	150.00	150.00
Cable Package	Complete System Cable Package	1	75.00	75.00
Mic Package	Microphone Package Complete Production	1	100.00	100.00
M32R	Midas 32 x 16 Rack Mount Digital Mixer	1	200.00	200.00
AC Power	220 Volt 200 Amp Main AC Power Distribution System	1	70.00	70.00
9.6' Truss	9.6' 12" x 12" Box Truss with Base Plates	2	75.00	150.00
ST180	18' Lift Town 440 LB Cap.	2	150.00	300.00
LED Par Can	200 Watt LED Par CAn IP65 Rated	24	20.00	480.00
M1	Martin M1 Lighting Console 4 Universe	1	250.00	250.00
7R Mover	7R Moving Head DMX Light	8	100.00	800.00
Hazer	Blizzard Haze Machine	1	125.00	125.00
Cable Package	Complete System Cable Package	1	75.00	75.00
Misc	Day 2 50% Off	1	1,600.00	1,600.00
Misc	Day 3 50% Off	1	1,600.00	1,600.00
Misc	Day 4 50% Off	1	1,600.00	1,600.00
Misc	Day 5 50% Off	1	1,600.00	1,600.00

SUBTOTAL	10,200.00
DISCOUNT	-4,000.00
TAX	0.00
TOTAL	6,200.00
TOTAL DUE	\$6,200.00

5. **Works Board Order 2024-8** : Approving and Authorizing the Purchase of Certain Public Safety Communications Equipment, as Identified by the Metropolitan Police Chief, from Carrier & Cable, of Farmington, MI and finding it to be both a Special Purchase and a Small Purchase pursuant to IC 5-22-10 and Chapter 3.05.065 (I) of the Municipal Code.

Councilor Turich moved the passage and adoption of Works Board No. 2024-8. Councilor Robertson seconded. Upon a roll call vote, there were three (3) affirmatives and no negatives. The motion passed. The order was adopted.

Town of Highland
Board of Works
Order of the Works Board 2024-08

An Order Approving and Authorizing the Metropolitan Police Chief to Purchase from Carrier & Gable, Inc., 24110 Research Dr, Farmington Hills, MI Opticom systems for

vehicles with accessories, and finding it a Special Purchase pursuant to I.C. 5-22 and Section 3.05.060(G)(2) and Section 3.05.065 (I) of the Highland Municipal Code.

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

Whereas, The Metropolitan Police Chief has determined a need to replace certain equipment and supplies and has further determined the purchase price will be below \$50,000.00. An opportunity has arisen which enables the department to purchase additional in-car cameras with accessories.

Whereas, The Metropolitan Police Chief has identified Carrier & Gable, Inc of Farmington Hills, MI to be a desirable source vendor for the purchase of eight (8) Opticom vehicle systems with accessories at a price of \$24,000.00

Whereas, The price for the purchase exceeds \$15,000.00 and, pursuant to Section 3.05.040 (e) as well as Section 3.05.050 (b) (2) of the Highland Municipal Code requires the express approval of the purchasing agency; and

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

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

Whereas, the Purchasing Agent, believes that this purchase qualifies as a special purchase to be made without soliciting bids or proposals because in this instance (1) the compatibility of equipment, accessories or replacement parts is a substantial consideration in this purchase and (2) only one source meets the department's reasonable requirements, which is the source recommended for this purchase;

Whereas, The Purchasing Agent, for the rational stated herein, elects to purchase without resort to soliciting quotes or bids pursuant to Section 3.05.065 (I) of the Highland Municipal Code;

Whereas, The purchase of the eight (8) Opticom vehicle systems and accessories will be supported by appropriations in the LOIT Fund ;

Whereas, The Town Council now desires to approve and authorize the Police Chief to complete the purchase pursuant to the terms and stated herein.

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

Section 1: That the Works Board hereby authorizes and approves the purchase as from Carrier & Gable, Inc 24110 Research Dr., Farmington Hills, MI for the purchase of eight (8) Opticom vehicle systems plus accessories as set forth in the invoices, which is attached as an exhibit to and made a part of this order in the amount of \$24,000.00;

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

- (A) That Carrier & Gable, Inc of Farmington Hills, MI a sole source to meet the police departments reasonable requirements for this purchase; and,
- (B) That for this purchase, the compatibility of equipment, accessories or replacement parts is a substantial consideration; and,
- (C) That the foregoing rational, this purchase qualifies as a special purchase pursuant to IC5-22-10 et seq. and HMC Section 3.05.065 (I)

Section 3: That the Metropolitan Police Chief is now authorized and approved to execute the purchase agreement and any additional documents in order to implement this purchase and then file these documents as financial materials with the Office of the Clerk-Treasurer, pursuant to IC 36-5-1-4-14.

Be It So Ordered.

DULY, PASSED, ADOPTED AND ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 26 day of February, 2024 having passed by a vote of 3 in favor and 0 opposed.

TOWN OF
INDIANA

TOWN COUNCIL OF THE
HIGHLAND,

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

Attest:

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

6. Works Board Order 2024-9: Approving and Authorizing the Purchase of Certain Public Safety Communications Equipment, as Identified by the Metropolitan Police Chief, from Motorola Solutions, Inc., of Chicago, Illinois and finding it to be both a Special Purchase and a small purchase pursuant to IC 5-22-10 and Chapter 3.05.065 (I) of the Municipal Code.

Councilor Robertson moved the passage and adoption of Works Board No. 2024-9. Councilor Turich seconded. Upon a roll call vote, there were three (3) affirmatives and no negatives. The motion passed. The order was adopted.

Town of Highland
Board of Works
Order of the Works Board 2024-09

An Order Approving and Authorizing the Metropolitan Police Chief to Purchase from Motorola Solutions Inc, 500 West Monroe Chicago, IL in-car cameras with accessories, and finding it a Special Purchase pursuant to I.C. 5-22-10 and Section 3.05.060(G)(2) and Section 3.05.065(I) of the Highland Municipal Code.

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

Whereas, The Metropolitan Police Chief has determined a need to replace certain equipment and supplies and has further determined the purchase price will be below \$50,000.00. An opportunity has arisen which enables the department to purchase additional in-car cameras with accessories.

Whereas, The Metropolitan Police Chief has identified Motorola Solutions Inc. of Chicago, IL to be a desirable source vendor for the purchase of three (3) in-car cameras with accessories at a price of \$19,614.00

Whereas, The price for the purchase exceeds \$15,000.00 and, pursuant to Section 3.05.040(e) as well as Section 3.05.050 (b)(2) of the Highland Municipal Code requires the express approval of the purchasing agency; and

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

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

Whereas, the Purchasing Agent, believes that this purchase qualifies as a special purchase to be made without soliciting bids or proposals because in this instance (1) the compatibility of equipment, accessories or replacement parts is a substantial consideration in this purchase and (2) only one source meets the department's reasonable requirements, which is the source recommended for this purchase;

Whereas, The Purchasing Agent, for the rational stated herein, elects to purchase without resort to soliciting quotes or bids pursuant to Section 3.05.065 (I) of the Highland Municipal Code;

Whereas, The purchase of the three (3) in-car cameras and accessories will be supported by appropriations in the LOIT Fund ;

Whereas, The Town Council now desires to approve and authorize the Police Chief to complete the purchase pursuant to the terms and stated herein.

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

Section 1: That the Works Board hereby authorizes and approves the purchase as from Motorola Solutions Inc. 500 West Monroe, Chicago, IL, for the purchase of three (3) in-car cameras plus accessories as set forth in the invoices, which is attached as an exhibit to and made a part of this order in the amount of \$19,614.00;

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

- (A) That Motorola Solutions Inc., 500 West Monroe Chicago IL a sole source to meet the police departments reasonable requirements for this purchase; and,
- (B) That for this purchase, the compatibility of equipment, accessories or replacement parts is a substantial consideration; and,
- (C) That the foregoing rational, this purchase qualifies as a special purchase pursuant to IC5-22-10 et seq. and HMC Section 3.05.065 (I)

Section 3: That the Metropolitan Police Chief is now authorized and approved to execute the purchase agreement and any additional documents in order to implement this purchase and then file these documents as financial materials with the Office of the Clerk-Treasurer, pursuant to IC 36-5-1-4-14.

Be It So Ordered.

DULY, PASSED, ADOPTED AND ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 26 day of February, 2024 having passed by a vote of 3 in favor and 0 opposed.

TOWN COUNCIL OF THE
TOWN OF HIGHLAND,
INDIANA

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

Attest:

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

7. **Works Board Order No. 2024-13:** An Order of the Works Board Accepting a Proposal from H3 Concrete, for Road Materials and Supplies (Concrete Work) for the Year 2024 in the amount of Seventy-Seven Thousand Three Hundred Fifty-Two Dollars and no Cents (\$77,352).

Councilor Turich moved the passage and adoption of Works Board No. 2024-13. Councilor Robertson seconded. Upon a roll call vote, there were three (3) affirmatives and no negatives. The motion passed. The order was adopted.

Town of Highland
BOARD OF WORKS
ORDER OF THE WORKS NO. 2024-13

**AN ORDER OF THE WORKS BOARD ACCEPTING A BID FROM H3 CONCRETE,
INC. FOR ROAD MATERIALS AND SUPPLIES (CONCRETE WORK) FOR THE
YEAR 2024 AS THE LOWEST RESPONSIVE AND RESPONSIBLE BID**

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

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

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

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

Whereas, the purchasing agent, pursuant to §3.05.060(F)(1) of the HMC, expected that the purchase, in aggregate, would be at least \$50,000 and not more than \$150,000 and invited quotes in accordance with Section 3.05.060(F)(1) of the HMC; and

Whereas, the Public Works Director has prepared bid specifications for the work anticipated for the year 2024 and the work was bid in accordance with §3.05.060(F) of the HMC; and

Whereas, the following bids were received by 10:00 a.m. on February 22, 2024:

<u>Company</u>	<u>Total Base Bid</u>
Rieth-Riley Construction Co., Inc.	\$119,394.00
Big Concrete & Excavating, Inc.	\$79,780.00
Gariup Construction Co., Inc.	\$414,000.00
H3 Concrete, Inc.	\$77,352.00

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

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

1. The bid for road materials and supplies (concrete work), from H3 Concrete, Inc. be accepted in the Total Base Bid amount of \$77,352.00 as the lowest responsive and responsible bid as follows:

<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>
				<u>Total Cost</u>
Highback Curb	LF	60	\$42.20	
				\$2,532.00
Rollback Curb	LF	500	\$39.70	
				\$19,850.00
4" Sidewalk	SF	3,500	\$9.70	
				\$33,950.00
Curb Ramp (ADA)	SF	200	\$19.30	
				\$3,860.00
6" Driveway	SF	1,200	\$14.30	
				\$17,160.00

2. That the Public Works Director is now authorized and approved to execute the purchase agreements and any additional documents in order to implement these purchases and then file these documents as financial materials with the Office of the Clerk-Treasurer, as required pursuant to IC 36-5-4-14.

Duly, Passed and Ordered by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 26th day of February, 2024 having passed by a vote of 3 in favor and 0 opposed.

WORKS BOARD OF THE TOWN

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)

8. **Works Board Order No. 2024-14:** An Order of the Works Board Accepting a Proposal from Dave's Tree Services, for Tree Removal for the Year 2024 in the amount of Seventy Thousand One Hundred Thirty Dollars and no Cents (\$70,130).

Councilor Robertson moved the passage and adoption of Works Board No. 2024-14. Councilor Turich seconded. Upon a roll call vote, there were three (3) affirmatives and no negatives. The motion passed. The order was adopted.

Town of Highland
BOARD OF WORKS
ORDER OF THE WORKS NO. 2024-14

An Order of the Works Board Accepting a Bid of Dave's Tree Service for Tree Removal Services for the Year 2024 in the amount of Seventy Thousand One Hundred Thirty Dollars as the Lowest Responsive and Responsible Quote

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

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

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

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

Whereas, The Purchasing Agent, pursuant to §3.05.060(F) of the HMC, expected that the purchase, aggregate, would be at least \$50,000 but not more than \$150,000, and invited quotes in accordance with Section §3.05.060(F) of the HMC; and

Whereas, The Public Works Director has prepared quote specifications for the work anticipated for the year 2024 and the work was bid in accordance with §3.05.060(F) of the HMC; and

Whereas, Quotes pursuant to the specifications for tree removal services (work) were received on Thursday, February 22, 2024, at 10:15 o'clock a.m., with the bid tabulation being as follows:

<u>Company</u>	<u>Total</u>	<u>Base</u>
<u>Quote</u>		
Dave's Tree Service, Inc.	\$ 70,130.00	
Raptor's Tree Service LLC		NR

Whereas, The Public Works Director has reviewed the quote and determined that the quote of Dave's Tree Service in the amount of Seventy Thousand One Hundred Thirty Dollars and no Cents (\$70,130.00) to be the lowest responsive and responsible bid; and

Whereas, There are sufficient and available appropriations balances on hand to support the payments under the agreement, pursuant to IC 5-22-17-3(e); and

Whereas, The Town of Highland, through its Town Council now desires to accept and approve the agreement for service as herein described, representing the lowest responsive and responsible quote,

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

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

Tree Removal

<u>Measured Diameter</u> <u>at Height of 24"</u>	<u>Unit</u>	<u>Est. Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
12" to 24"	EA	3	\$600.00	\$1,800.00
25" to 36"	EA	6	\$1,400.00	\$8,400.00
37" to 60"	EA	12	\$2,200.00	\$26,400.00
> 60"	EA	3	\$2,800.00	\$8,400.00

Emergency Tree Removal
 Measured Diameter

<u>at Height of 24"</u>	<u>Unit</u>	<u>Est. Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
12" to 24"	EA	1	\$900.00	\$900.00
25" to 36"	EA	2	\$2,300.00	\$4,600.00
37" to 60"	EA	2	\$2,400.00	\$4,800.00
> 60"	EA	2	\$2,900.00	\$5,800.00
<u>Stump Grinding</u>	INCH	1,290	\$7.00	\$9,030.00

Section 2. That the Public Works Director is now authorized and approved to execute the purchase agreements and any additional documents in order to implement these purchases and then file these documents as financial materials with the Office of the Clerk-Treasurer, as required pursuant to IC 36-5-4-14.

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 26th day of February, 2024 having passed by a vote of three (3) in favor and 0 opposed.

**Works Board of the Town
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)

- 9. Works Board Order No. 2024-15:** An Order of the Works Board Accepting a Proposal from Dean's Lawn & Landscaping, LLC, for Landscape Maintenance Services in Downtown Highland and Three (3) Welcome to Highland Sign Planters for the Year 2024 in the amount of Thirty Thousand Four Hundred Forty-Five Dollars and no Cents (\$30,445).

Councilor Turich moved the passage and adoption of Works Board No. 2024-15. Councilor Robertson seconded. Upon a roll call vote, there were three (3) affirmatives and no negatives. The motion passed. The order was adopted.

**TOWN of HIGHLAND
Board of Works
Order of the Works Board No. 2024-15**

AN ORDER OF THE WORKS BOARD ACCEPTING A PROPOSAL FROM DEAN'S LAWN & LANDSCAPING, LLC FOR LANDSCAPE MAINTENANCE SERVICES IN DOWNTOWN HIGHLAND AND THREE (3) WELCOME TO HIGHLAND SIGN PLANTERS FOR THE YEAR 2024 IN THE AMOUNT OF THIRTY THOUSAND FOUR HUNDRED FORTY-FIVE DOLLARS AS THE LOWEST RESPONSIVE AND RESPONSIBLE PROPOSAL

Whereas, The Department of Public Works has determined to outsource the landscape maintenance functions to qualified landscape service contractors in downtown Highland and at three (3) Welcome to Highland sign planters in 2024; and

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

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

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

Whereas, the purchasing agent, pursuant to §3.05.060(G)(1) of the HMC, expected that the purchase, in aggregate, would be less than \$50,000 and invited quotes in accordance with Section 3.05.060(G)(1) of the HMC; and

Whereas, The Public Works Director has prepared specifications and schedule of services to be performed throughout the course of year and has solicited quotes from three (3) landscape services contractors, pursuant to the specifications and schedule of services; and

Whereas, The following quotes were received by 10:30 a.m. on Thursday, February 22, 2024:

<u>Bidder</u>	<u>Proposal</u>
C & T Lawn Care, LLC	\$149,500.00
Great Lakes Landscape Management, Inc.	\$53,980.00
Dean's Lawn & Landscaping, LLC	\$30,445.00

Whereas, The Public Works Director has reviewed the proposals and determined that the proposal from of Dean's Lawn & Landscaping, LLC in the amount of Thirty Thousand Four Hundred Forty-five Dollars and no Cents (\$30,445.00) to be the lowest responsive and responsible bid; and

Whereas, There are sufficient and available appropriations balances on hand to support the payments under the agreement, pursuant to §3.05.040(E); and

Whereas, The Town of Highland, through its Town Council acting as the Works Board, now desires to accept the recommendation of the Public Works Director and award a contract to Dean’s Lawn & Landscaping, LLC for the Downtown Highland and three (3) Welcome to Highland sign planters landscape maintenance services,

Now, Therefore, Be It Ordered, by the Town Council of the Highland, Indiana as follows:

Section 1. That the proposal of Dean’s Lawn & Landscaping, LLC for Landscape Maintenance Services in Downtown Highland and Three (3) Welcome to Highland sign planters in the amount of Thirty Thousand Four Hundred Forty-five Dollars and no Cents (\$30,445.00) is hereby accepted and approved as the lowest responsive and responsible quote;

<u>Task</u>	<u>Freq./Unit</u>	<u>Per Each</u>	<u>Total</u>
Spring Clean-up \$3,000.00	1	\$3,000.00	
Hardwood Mulch/Excess Soil Removal	1	\$8,470.00	\$8,470.00
Plant Annual Flowers (per flat)	60	\$37.50	\$2,250.00
Summer Trimming	1	\$3,375.00	\$3,375.00
Fall Trimming	1	\$2,250.00	\$2,250.00
Fall Clean-up	1	\$3,000.00	\$3,000.00
Weeding	12	\$450.00	\$5,400.00
Blow Sidewalks	6	\$450.00	\$2,700.00

Section 2. That the Public Works Director is hereby authorized to execute the agreement and all documents necessary to implement the project.

Duly Adopted, Resolved and Ordered by the Highland Town Council, Lake County, Indiana, this 26th day of February, 2024. Having been passed by a vote of 3 in favor and 0 opposed.

**WORKS BOARD OF THE TOWN OF
 HIGHLAND, INDIANA**

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

Attest:

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

10. **Works Board Order No. 2024-16:** An Order Approving and Authorizing the Fire Chief to Purchase from Fire Services, Inc. related Fire Equipment and Equipment Mounting Services, all pursuant to I.C. 5-22 et seq., and HMC Chapter 3.05.

Councilor Robertson moved the passage and adoption of Works Board No. 2024-16. Councilor Turich seconded. Upon a roll call vote, there were three (3) affirmatives and no negatives. The motion passed. The order was adopted.

Town of Highland
Board of Works
Order of the Works Board 2024-16

An Order Approving and Authorizing the Fire Chief to Purchase from Fire Services, Inc. related Fire Equipment and Equipment Mounting Services, all pursuant to I.C. 5-22 et seq., and HMC Chapter 3.05.

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

Whereas, The Fire Chief had determined a need to purchase equipment and equipment mounting services for Truck #2 and the purchase price to be greater than \$50,000; and

Whereas, The price for all the purchases exceeds \$15,000.00 and, pursuant to Section 3.05.040 (E) as well as Section 3.05.050 (B)(2) of the Highland Municipal Code, such purchase requires the express approval of the purchasing agency;

Whereas, The Town Council as the Works Board of the Municipality, pursuant to Section 3.05.030 (A)(3) of the Highland Municipal Code serves as the purchasing agency for the Fire Department;

Whereas, The Fire Chief, pursuant to Section 3.05.050 (D)(4) of the Highland Municipal Code, serves as the Purchasing Agent for the Highland Fire Department;

Whereas, The purchase of the fire equipment, supplies or services will be supported by an appropriation in the Public Safety Local Income Tax (LIT) Fund; and,

Whereas, The Town Council now desires to approve and authorize the Fire Chief to complete the purchase of the supplies and equipment pursuant to the terms and stated herein,

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

Section 1. That the Works Board hereby makes the following findings and determinations:

(A) That the Works Board hereby authorizes and approves the purchase from Fire Services, Inc., 9545 N. Industrial Drive, St. John, IN for the purchase of various pieces of fire equipment and to contract for mounting services as found on Shop Order #145277, which is attached as an exhibit to and made a part of this order in the amount of \$51,170.87;

Section 2.

- (A) That Fire Services, Inc. of St. John, IN, a sole source to meet the fire departments reasonable requirements for this purchase; and,
- (B) That for this purchase, the compatibility of equipment, accessories or replacement parts is a substantial consideration; and,
- (C) That the foregoing rationale, this purchase qualifies as a special purchase pursuant to IC5-22-10 et seq. and HMC Section 3.05.065 (I)

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

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 26th day of February 2024 having passed by a vote of 3 in favor and 0 opposed.

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

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

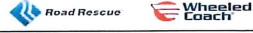
Attest:

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



Add/Change Form

Initial each page



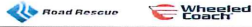
Customer: <p style="text-align: center;">Highland</p>	Shop Order: <p style="text-align: center;">145277</p>	Description of unit: <p style="text-align: center;">75ft Ladder</p>	Original Contract Amount: <p style="text-align: center;">\$0.00</p>
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No.	Date	Qty.	A/C/D/ CQ/CL	Verified By	Description	Price
1					Mount customer supplied air purifier on the back wall in between the two forward facing seats :	\$840.00
2					Mount two customer supplied flashlights on mounting plates on the engine tunnel. The flashlights will go on engine tunnel towards the seats and have a TIC in the middle. See Pics	\$990.00
3					Mount 1 Customer Supplied Thermal Imaging Camera on a mounting plate on the engine tunnel. Please wire it to shore line	\$520.00
4					Mount two customer supplied motorola portable radio chargers in the back cab area around the flashlights.	\$880.00
5					Add Poly-Tech America Map Box / Cup Holder to center of the dash	\$360.00
6					Change Label and handle colors to the Foam System Water Valve to (Foam Water) and change the handle to red to match the foam tank valve	\$285.00
7					L1 Compartment - 1st Verticle Pull-Out Mount Shovel & Broom	
8					L1 Compartment - 1st Verticle Pull-Out on the side towards the back of the truck - Mount 4 Halligan Bars	
9					L1 Compartment - 2nd Verticle Pull-Out - Mount 2 Flathead Axes on one side & Two Pickhead Axes on the other side of the board	
10					L1 Compartment - On the 3rd Verticle Tool Board Mount 2 pairs of boll cutters & a set of irons on the other side of the tool board	
11					L1 Compartment - Slide Out Tray w/ Verticle Wall - Mount 2 - 2.5" Nozzles, & Mount 2-1.5" Nozzles on verticle wall portion of the slide out tray. Small Shelves will need to be made to hold the	
12					L1 Compartment - Mount Stack Tips for the Ladder on tray standing up verticle	
13					L1 Compartment - Mount 2-1/2" Gated Wye on Floor of Tray	
14					L1 Compartment - Spanner Wrench Set on the inside of the swing out door	
15					L1 Compartment - Mount 2 Pipe Wrenches on the Ped Board on the Back Wall THIS ACCOUNTS FOR ALL OF L1 COMPARTMENT MOUNTING	\$8,000.00
16					L2 Compartment - Nothing to mount	N/C
17					L3 Compartment - Move shelf up 4" Labor	\$92.50
18					L4 Compartment - Install 1 Zico Chain Saw Mount on the top shelf	\$370.00
19					L4 Compartment - Install 1 Zico K Saw Mount on the middle shelf	\$370.00
20					L4 Compartment - Provide & Install a pocket under the middle shelf for K-Saw Blades	\$820.00
21					Back of Truck - Mount Customer Supplied Hydrant Wrench & Spanner Combo Pack	\$370.00
22					Back of Truck - Provide & Install TFT 5" Spanner Sets for the back of the truck and on the front bumper	\$370.00
23					Front Bumper - Mount Customer Supplied Hydrant Wrench & Spanner Combo Pack	\$370.00
24					Front Bumper - Install TFT 5" Spanner Set on the front bumper	\$370.00
25					Make Drip Gutters for small doors for outrigger switch doors & aerial master controls	\$755.00
26					Provide Pike Poles 2-6ft American Hooks, 2-8ft NY Hooks, 2-10ft American Hooks See Loose Equipment Quote	
27					R-4 Compartment - add a shelf over the rescue tools	\$450.00
28					R-4 Compartment - Mount Hurst Spreader & Hurst Cutter. FSI to provide PAC Track Rescue Tool Mounts for both the Cutter & Spreader	\$370.00
30					R-4 Compartment - Change out 500lb Slide Mechanism with a Slide-Master 600lb pull-out	\$1,490.00
31					R-4 Compartment - Add power strip to shelf. Please make the power strip to shore power	\$1,780.00
32					R-4 Compartment - Provide & Install a storage box for the remote control for the ladder. Also, provide power to that area to charge the control box	\$1,240.00
33					R-1 Compartment - Mount 2 Extinguishers on the side wall of the compartment	\$370.00



Add/Change Form

Initial each page



Customer: Highland	Shop Order: 145277	Description of unit: 75ft Ladder	Original Contract Amount: \$0.00
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No.	Date	Qty.	A/C/D/ CO/CL	Verified By	Description	Price
34					R-1 Compartment - Provide and install a 11" x 48" wide diamond plate storage box above R-1 compartment. The box will need a swing up lid & have the scene light recessed into the box.	\$6,125.00
35					Loose Equipment Estimate # 28250	\$17,773.37
36					In-Bound Freight on Loose Equipment	\$1,000.00
37						
38						
76					Contingency Fund for any adds, if Dept. doesn't use funds the money will be refunded on final invoice	\$5,000.00
Additions / Deletions Sub Total:						\$51,170.87
Original Contract Price:						\$0.00
New Contract Price:						\$51,170.87

Approval Signature:	Date:
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Highlighted cell: performed at FSinc.

Key: A=add/C=change/D=delete/CQ=change quantity/CL=change location

AD,FSinc.3-2011



9545 N. Industrial Dr.
 St. John, IN 46373

Equipment Estimate

Date	Estimate #
2/15/2024	28250

Name / Address
Highland Fire Department 2901 Highway Ave. Highland, IN 46322

Ship To
Highland Fire Department 2901 Highway Ave. Highland, IN 46322

Ph - 219-365-7157 Fax - 219-365-8572

Do Not Pay From This Equipment Estimate Invoice to Follow

P.O. No.	Terms	Rep
	Net 20	BK

Item	Description	Qty	Cost	Total
TFT-AA3ST-NJ	5" Storz x 2 1/2" Female Swivel Adapter	2	156.00	312.00
TFT-A3845	Wrench and Bracket Set	2	326.70	653.40
TFT-A3810	Storz Spanner Wrench Set w/Mount	3	219.60	658.80
TFT-XXC-52	Blitzfire Monitor Package w/Stack Tips, Fog Nozzle, Stream Straightner, & Mounting Bracket	1	6,000.00	6,000.00
HTI-H30E-50-50...	30 Degree Elbow 5" Storz w/ Storz Lock X 5" NH Female Swivel Rocker Lug	1	411.00	411.00
HTI-HSMR50-25...	5" Storz x 2 1/2" Male Adapter	1	243.00	243.00
PPL-PP-HED-S78...	Horizontal Bracket for Hurst eDraulics S789 E3 and EWXT Submersible cutter	1	273.00	273.00
PPL-PP-HED-SC...	Horizontal Bracket for Hurst eDraulics SC358 E3 and EWXT combi	1	273.00	273.00
PTA-MBB-110	Map Box Deluxe Center Console	1	1,329.80	1,329.80
PTA-FCD-202	Poly Tech Pre-Mix Fuel Caddy - Double	1	147.45	147.45
STL-44311	Vulcan 180 w/ AC/DC Truck Charger (Orange)	2	220.00	440.00
LHT-PLL-6AH-B	6' Pike Pole (HiViz Lime)	2	75.00	150.00
LHT-NYHL-8	8' New York Hook (HiViz Lime)	2	151.00	302.00
LHT-PLL-10AH-B	10' American Hook (HiViz Lime) w/Butt End	2	90.00	180.00
PAC-1004-Y	Handlelok w/Yellow Handle	20	47.25	945.00
PAC-1011	Flathead Axe Hanger/Pocket	2	89.25	178.50
PAC-1012	Pickhead Axe Hanger/Pocket	2	120.75	241.50
PAC-K5029-1-B	Bolt Cutters Mounting Kit (Black)	2	57.76	115.52
PAC-K5050	Super Adjustamount	4	85.00	340.00
PAC-K5020L-Y	Fast Lok Kit Extended Version	2	165.00	330.00
Total				

Signature

 **Fire Service, Inc.**
 9545 N. Industrial Dr.
 St. John, TN 46373

Equipment Estimate

Date	Estimate #
2/15/2024	28250

Name / Address
Highland Fire Department 2901 Highway Ave. Highland, IN 46322

Ship To
Highland Fire Department 2901 Highway Ave. Highland, IN 46322

Ph - 219-365-7157 Fax - 219-365-8572

Do Not Pay From This Equipment Estimate Invoice to Follow

P.O. No.	Terms	Rep
	Net 20	BK

Item	Description	Qty	Cost	Total
SPC-QL48Z15C	1 1/2" NST Quic-Loc Mounting Plate w/Gasket	2	55.90	111.80
SPC-QL48Z25C	2 1/2" NST Quic-Loc Mounting Plate w/Gasket	3	56.20	168.60
SPC-RMP4909AC	3 1/2" Threaded Nozzle Holder for Tower Nozzle	1	175.00	175.00
ZIC-QM-ACSM-1	Adjustable Chain Saw Mount	2	159.00	318.00
ZIC-II-5	5" High Cycle Spring Clip	12	19.75	237.00
911	Powerheart G5 AED Semi-Automatic with ICPR	1	3,239.00	3,239.00
Total				\$17,773.37

Signature _____

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 was absent from the February 26th meeting.

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

Councilor Turich began by recognizing Metropolitan Police Chief Ralph Potesta who went over the crime statistics from the last two (2) weeks.

Past 2 weeks:

SWATTING Incident on Saturday:

911 call from a young male subject
Said mother had been shot twice by the father
Young male hiding in bathroom and said the father was attempting to gain entry
Young male said he could smell gasoline and thought the father was going to set the apartment on fire.
Munster and Griffith sent officers to assist.
Once on scene, attempts to raise someone inside failed
Forced entry made by our officers using a battering ram...apartment empty
Thankfully no crime scene found inside.
Resident contacted...knows of no one who would do this to him.

1 Burglary clothing store on Kennedy – only 2 burglaries this year and both here

6 calls for domestic violence related arguments – 1 arrest made

30 accidents responded to – 2 of those involved injury

3 stolen vehicles. 2 cases the suspect was known to the vehicle owner. Charges filed in both cases
1 vehicle was a Skid Steer stolen from the rear of a business - \$60,000.00 value
Had plow attachment on it that was valued at \$10,000.00

9 retail thefts – 2 arrests

1 case 3 Hispanic adults from Chicago walked out with \$2,000.00 in merchandise – Upon locating their vehicle in the lot it was filled with thousands of dollars' worth of suspected stolen clothing items.
Suspects identified using Mexican ID cards

1 case 3 Hispanic adults with Chicago addresses were confronted prior to leaving the store. Had concealed items on their person.

2 cases of theft from smoke shops on 45th near the Munster border. 3 juveniles in each case. In 1 case seen running into the Hamptons apartment complex.

1 case 3 juveniles stole...fled the scene in a vehicle with IL plates.

Scam

One of our elderly residents was scammed out of \$7,000.00
Subject phoned her home and convinced her he was an old friend of her husbands.
He told her that since her husband was a veteran, he can get him a "monetary reward" for his military service
He then talked her into purchasing multiple gift cards which she did and provided the caller with the numbers
Also convinced her to send cash in a box to an address the caller provided...which she did

He went in greater detail on the swatting incident that happened this past Saturday. A young male called 911 and said his mother had been shot twice by his father in their apartment in Highland. He said he was in the bathroom and his father was attempting to gain entry. As our officers were on the way, he told the dispatcher he smelled gasoline and thought his father was going to set the apartment on fire. Various departments rushed to assist. Once on the scene, they tried to raise someone from inside the apartment but failed to do so. The officers used a battering ram to gain access to the apartment. Once inside, it was determined that the apartment was unoccupied. Thankfully, there was no crime scene found inside. We contacted the resident of the apartment who had no idea of

anyone who would do this to him. Sadly, this kind of stuff's going on all over the country. He said they had one burglary at a store on Kennedy. Of the 2 burglaries this year both have been at the same location. He said there were six (6) domestic, violence-related arguments. One arrest was made. There were thirty (30) accidents in the past two (2) weeks but thankfully only two (2) involved injury. There were three (3) stolen vehicles and in two (2) of the cases, the suspect was known to the vehicle owner. Charges were filed. They have been experiencing an increase in retail thefts. Most have been residents who are coming over from Illinois to steal. There were nine (9) retail thefts and 2 arrests. One case was for \$2,000. Three (3) Hispanic adults from Chicago were responsible. We arrested them and located their car in the parking lot and it was filled with thousands of dollars-worth of clothing items that were stolen from other stores. They had a couple thefts from smoke shops on 45th. Juveniles were involved. They had an elderly-women scammed for about \$7,000. She received a call at home and was convinced that the caller was an old friend of her husbands. He told her that since her husband was veteran, he was going to get her some monetary award for his military service. He talked her into purchasing a bunch of gift cards and she gave him the numbers. She also mailed cash to this person. He said they will begin the interview process next week for a new officer. He said they started with 47 and they are now down to 26 after the physical and written examines.

Councilor Scheeringa said he and Councilor Turich attended the agility testing. He said it was nice to see all the off duty officers helping out.

Councilor Turich then recognized Redevelopment Director Maria Becerra. She began by saying she has been working on the tax abatement compliance statements which she will be presenting to the Council for approval. She has also been working on the annual report which is due by the 15th of April. She said Dan Botich has been working on the recapture notices which go out in April.

Councilor Turich asked the Redevelopment Director how many vacant commercial properties in Town? The Redevelopment Director said she didn't know off the top of her head but she'll research tomorrow and get back to him but that information is found on the Redevelopment website. They list properties for sale or lease. He then asked how many petitioners she met with during the month of January? Those who were interested in relocating to Highland. She responded, maybe a handful. Councilor Turich asked if he could have that information on a monthly basis. He also said we had some exciting news that a new florist will be relocating to downtown Highland and the Grindhouse Café will be open a second shop here in Highland at what was formerly known as Bone Dry.

Councilor Turich then acknowledged Ken Mika, Building Commissioner who said the florist was issued a building permit maybe a month and a half ago. They have the interior framing almost finished. He said at last weeks Plan Commission, they elected new officers with Jim Kisse being the new chairman and Toya Smith was appointed to the BZA as the Plan Commission representative. He said thus far the Plan Commission has no items on their next agenda. He added at the upcoming BZA, they have the 2 items on the agenda that have been continued since December. He said from the Building Department, he continues to work with the general contractor on the Cardinal Campus

Boutique Hotel project. They have not broken ground but they are ready to do so. The project at 8621 Osbourne, which started about two (2) months ago, is still excavating the site. He said the Italian Restaurant at 2907 Jewett continues their exterior work. He said Caliber Collision which is located in the Antique Mall is ready to go and was issued an occupancy permit. He said, as mentioned earlier, he is waiting on the plans for the new Grind House which is going in where Bone Dry was located. He said he received plans from Dr. Foreit, who plans on moving his ice cream shop from its current location to across the street, next to the Corporate Thread. And finally, he said Marcus Auto Leasing bought the used car lot to the south of their current location and are planning on tearing down the existing building and build a brand new structure. They will have to come before the Plan Commission because the property is located in the overlay district and a redevelopment plan is required.

Councilor Turich asked if the lighting issued has been resolved? Ken Mika said it had. Hyre Electric had submitted a photometric plan and all the corrective measure have been completed.

Councilor Turich then acknowledged Alex Brown, Superintendent of Parks and Recreation who said he had nothing really new to report other than Brantwood Park. He said last Wednesday, we got an email from Nipsco's pipeline company, saying each pipeline is equipped with a grounding wire to protect the pipelines against the high tension wires and we need to stay 25 feet away from each of these grounding wires, which shrinks the footprint to the point of throwing our hands up. Nies Engineering doesn't know how we're gonna fit it in the new footprint. Alex's thought was to eliminate the swings which require a much larger footprint because of the fall zone. He thought if we remove the swings, we'd at least be able to save the playground. He said, this weekend, Friday, Saturday, Sunday, the big fishing and outdoor show is in the in the field house and the next weekend the Daddy Daughter Dance on Friday night. As of today, 140 tickets have been sold for the dance. Adult softball sign up starts this Friday, March 1st, which means spring must be near. He said adult spring volleyball leagues start next Thursday, with Wednesday night leagues completely full, with a waiting list. Thursday has a few slots available.

• **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 acknowledging Public Works Director Knesek who said at the last meeting, I said the big sewer project would start next Monday. He said I was told that the project has been delayed two (2) weeks and will start now on the 18th. He said he wasn't going to hold his breath as the project went from February to March and now to almost the end of March. He said the contractor still has to finish the project by the date specified in the contract or face a penalty. He said the Town is beginning the 2024 sewer lining project, commonly known as Insituform. He said, it's kind of like a fire hose that they push through the line. They tap the ends and fill it with water. The water expands the hose and then they heat up the water to almost to the point of boiling. The heated water activates a resin that forms inside the pipe. This method not only saves money,

about a 4th of the cost but it works great in those hard to reach areas like in backyards that have sewers in their back yards or have pools or sheds in the way. This goes from manhole to manhole. This process may disrupt the residents for 1 full day. We ask them not to flush their toilets. Once the resin hardens, the contractor sends a robot into the line which cuts out the taps and service lines. We are planning on doing a little over three (3) miles of sewer lining this year. This process stops inflow (caused by ground water) from leaky pipes and strengthens the integrity of the pipe. They are going to start where they left off last year when they ran out of money.

Alex then recognized Kathy Burke from the HCCE and asked if she had anything to report. She said she had nothing to report other than that the bands have been booked and awaiting the contracts to be signed by the Council President. She said the applications for veteran vendors went out last week and non-veteran vendors are going out this week. Veteran vendors are those who participated last year. Those are welcomed back first and if any open spaces caused by veterans that don't come back, spaces are opened up to non-veterans. She said they are having a special meeting this Wednesday to discuss dividing up the work responsibilities.

- **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 was absent from the February 26th 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 began by acknowledging Fire Chief Mike Pipta said he has parked the pick-up truck and is driving the Durango. He said they are taking off the equipment from the suburban in anticipation of the Tahoe being delivered. The Tahoe is in production now. He thanked one of his fire fighters who works for Federal Signal, IT Director, Ed Dabrowski and Deputy Commander Glenn Cox for their help in installing the new lights and computer on the Durango. It really came out nice. He thanked the Council for approving the expenditure from Fire Services which will allow the new equipment to be mounted on Truck 2. They are in the process of training fire fighters to operate Truck 2.

Councilor Scheeringa then offered his respects to the family of former Fire Chief Barney Swinford who passed away last week. He added that the Council is working on and reviewing the Sustainability Resolution. He said he had hoped to get it on the agenda tonight but it is still in a work in process phase and the Town Attorney is still reviewing.

Town Attorney Reed said he is working on it as there were some changes from the first resolution. He is in the process of comparing the revision to the original document. He said he hopes to have something to the Council by the end of the week.

Councilor Scheeringa then recognized IT Director Ed Dabrowski. He said he was working on a couple of projects over the last week. He said he was looking at some security issues at the Town Hall and Central Fire Station. He is in the process of getting some quotes. He said a new laptop was installed in the 5154 truck. There were a couple of issues that they had to work out. They were missing a couple of components. He said he has three (3) laptops yet to install. One will go in the new truck 2 and one (1) for the new Tahoe once it is delivered. His goal is to replace all of the PC's in the fire department this year. The current equipment is a mixture of different pieces of equipment and manufacturers. He mentioned the trivia night at Lincoln Center sponsored by the Highland Teacher's Association. There were some glitches with the audio visual equipment that he is investigating. There were times the equipment worked fine and at other times it didn't. He was trying to be there when the system acted up. He thought it might have to do with the distance of the cables.

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:

Michael Kokot, Highland expounded upon Chief Potesta's comments regarding the thirty (30) accidents within the last two (2) weeks. He said he could see why there's so many accidents in Highland. He said cars are speeding all over the place. Maybe if you hired one or 2 more policemen, all of their wages could be paid by the speeders. It's crazy. They're running the red lights. They're running the caution lights. He then directed his comments regarding potholes. He said the Public Works Director needs buy a machine to heat up asphalt to apply to the potholes. Cold patch does not work. The minute a car runs over the cold patch, it doesn't stick and comes right back up and gravel everywhere. The Town is lucky we had such a mild winter. He gave the example of Calumet Avenue in Munster. He said the street is a real nightmare. Rather than sealing the cracks with tar, they used asphalt. It's like a washboard. When he asked the Town, they said that they thought when the snow plows went over the cracks that would peel off the tar and level it out. With the mild winter, that hasn't happened because the snow plows were out all that much.

Public Works Director Knesek said a machine of that magnitude costs anywhere from \$20,000 to \$50,000. It's a metal tray that you put the asphalt in and use propane heat or diesel whatever, and you heat it heat up in the box. It's much easier to put the asphalt down and it sticks a little better. We do not have the money in our budget to purchase one this year.

Mr. Kokot then asked the Council if they had seen all the debris in the Cady Marsh?

The Public Works Director said he talked with Dan Repay, executive director of the Little Calumet River Basin Commission last week about that problem. Mark said Mr. Repay said he hired a contractor to go from the Hart Ditch, all the way to Cline Avenue, removing all the dead wood and debris that have fallen into the ditch. They plan on doing that project during the summer.

Kathy Burke, Highland, asked if she missed final passage of the dog ordinance? In particular she wanted to know about limiting the number of dogs anyone person could keep in their house?

Councilor Scheeringa turned it over to Town Attorney Reed. Attorney Reed said that he is reviewing other ordinances from other communities, as each community treats it differently as they treat cats and dogs differently. He said he is dealing with the question of what should and should not be grandfathered. Another question is for families that foster dogs, what is a reasonable time the foster dogs can remain in the house before they have to be put up for adoption. He said the State has passed some recent legislation trying to limit communities' abilities to stop breeders. We have to make sure our ordinance doesn't go foul on the new legislation. He emphasized it's in the works.

Councilor Turich asked the Public Works Director and the Metropolitan Police Chief about a school zone around Highland Christian School. He had received an inquiry from a resident.

Public Works Director Knesek said there is actually a school zone already in place. The Town has already purchased the signage and the signs are up. The School is supposed to put up signs saying, "right turn only," at the exit in an effort to reduce the number of accidents of people trying to cross traffic.

Councilor Scheeringa then recognized two (2) students from Munster High School who as part of their AP Government class, were required to attend a Town Council Meeting. Councilor Scheeringa had them come up and introduce themselves, took a picture with the Council and he signed they're agenda.

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 **February 14, 2024 through February 27, 2024**. Councilor Turich seconded. Upon a roll call vote, there were five (5) 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 February 14, 2024 through February 27, 2024 in the amount of **\$401,553.93.**

General Fund, \$241,500.91; MVH Fund, \$62,337.33; LAW Enforcement Continuing Education Training and Supply Fund, \$3,077.10; Public Safety Income Tax; \$10,725.52; Information and Communications Technology Fund, \$10,483.81; M CCD, \$3,086.12; Donation, \$799.92; Police Pension, \$67,695.41;

Payroll Docket for payday of February 29, 2024 by fund:

Total Payroll by fund: \$81,039.84.

Payroll Docket for payday of February 29, 2024:

Boards & Commissions. \$10,779.12; Police Pension, \$69,436.09;

Total Payroll: \$80,215.21.

Payroll Docket for payday of February 23, 2024 by fund:

General, \$288,499.41

Payroll Docket for payday of February 23, 2024:

Office of Clerk-Treasurer, \$17,024.56; Building and Inspection Department, \$10,814.99; Metropolitan Police Department, \$129,272.31; Public Works Department (Agency), \$76,966.85; Fire Department, \$1,993.60 and Information and Technology Department, \$4,205.42; Total Payroll: \$240,277.76.

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, February 12, 2024, adjourned at 7:45 o'clock p.m.

Mark Herak
Clerk-Treasurer

Approved by the Town Council at its meeting of March 11, 2024.