

**Enrolled Minutes of the Thirty-fourth Regular or Special Meeting
For the Twenty-Seventh Highland Town Council
Regular Meeting
Monday, March 25, 2013**

Study Session. The Twenty Seventh Town Council of the Town of Highland, Lake County, Indiana met in a study session preceding the regular meeting on Monday, March 25, 2013 at 6:38 p.m. in the regular place, the plenary meeting chambers of the Highland Municipal Building, 3333 Ridge Road, Highland, Indiana.

Silent Roll Call: Councilors Bernie Zemen, Dan Vassar, Konnie Kuiper and Brian J. Novak were present. Councilor Mark Herak was delayed owing to transit from Chicago. The Clerk-Treasurer, Michael W. Griffin was present to memorialize the proceedings. A quorum was attained.

General Substance of Matters Discussed.

1. The Town Council discussed the imminent agenda of the regular meeting.
2. The Town Council discussed the MABAS (mutual aid box alarm system) agreement that was set for its consideration.
3. The Town Council discussed the revised Code of Ethics and Values that had been prepared by the Shared Ethics Advisory Commission. It was noted that the Town Council should set it for adoption.
4. The Redevelopment Director inquired about scheduling a meeting between the Town Council and the Redevelopment Commission to discuss its proposed capital projects plan and the financing.
5. The Town Council informally discussed the readiness for making some appointments and some prospective candidates.

The study session ended at 6:55 O'clock p.m.

Regular meeting. The Twenty Seventh Town Council of the Town of Highland, Lake County, Indiana met in its regular session on Monday, March 25, 2013 at 7:00 O'clock P.M. in the regular place, the plenary meeting chambers of the Highland Municipal Building, 3333 Ridge Road, Highland, Indiana.

The Council President Brian Novak presided and the Town Clerk-Treasurer, Michael W. Griffin, was present to memorialize the proceedings. The meeting was opened with Councilor Konnie Kuiper reciting the Pledge of Allegiance to the Flag of the United States of America and offering a prayer.

Roll Call: Present on roll call were Councilors Bernie Zemen, Mark Herak, Dan Vassar, Konnie Kuiper and Brian Novak. The Clerk-Treasurer, Michael W. Griffin was present to memorialize the proceedings. A quorum was attained.

Additional Officials Present: Rhett L. Tauber, Town Attorney; John M. Bach, Public Works Director; Peter Hojnicky, Metropolitan Police Chief; William R. Timmer, Jr., CFOD, Fire Chief; Alex M. Brown, CPRP, Parks and Recreation Superintendent; Kenneth J. Mika, Building Commissioner and Cecile Petro, Redevelopment Director were present.

Also Present: Ed Dabrowski, IT Director (Contact) was also present.

Minutes of the Previous Meetings:

The minutes of the regular meeting of March 11, 2013 were approved by general consent.

Appointments:

• **Statutory Boards and Commissions**

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

(Appointments have been placed on agenda in case there is readiness to act)

1. **Waterworks Board of Directors:** (1) appointment to be made by Town Council President. *(Note: Currently serving Gerald McMahon (D))*

The Town Council President announced his appointment of **Michael Schneider**, (D) 3631 41st Lane, Highland to the Board of Waterworks Directors.

2. **Board of Sanitary Commissioners:** (1) appointments to be made by Town Council President.

The Town Council President announced his appointment of **Richard Garcia**, (D) 3035 Farmer Drive, Highland to the Board of Sanitary Commissioners.

Legislative Appointments

3. **Town Board of Metropolitan Police Commissioners** (1) appointment to be made by Town Council. *(Note: currently serving Dan Stombaugh (R))*

Councilor Vassar moved the appointment of **Roy Miller** (R) to the Town Board of Metropolitan Police Commissioners. Councilor Kuiper seconded. Upon a roll call vote, there were three negatives and two affirmatives. With Councilors Zemen, Herak and Novak voting in the negative, and Councilors Vassar and Kuiper voting in the affirmative, the motion did not pass. Roy Miller was not appointed.

Councilor Zemen moved the appointment of **Mike Danko** (R), 3501 Maple Place, Highland to the Town Board of Metropolitan Police Commissioners.

The Town Council President temporarily vacated the chair. Councilor Zemen then assumed the chair as acting president.

Councilor President Novak seconded. Upon a roll call vote, there were three affirmatives and two negatives. With Councilors Zemen, Herak and Novak voting in the affirmative, and Councilors Vassar and Kuiper voting in the negative, the motion passed. Mike Danko was appointed.

After the acting president announced the vote and declared Mike Danko appointed, the Town Council President re-assumed the chair. Before relinquishing the chair, Councilor Zemen offered remarks regarding the appointment and his regard for both persons mentioned for the appointment.

4. **Main Street Bureau Board:** (12 of 17) appointments to be made by the Town Council. Term: two years ending 1 Jan 2015. *(Note: 12 vacancies.)*

Councilor Vassar moved the appointment of **Robert Breitweiser**, 2191 Timberidge Court, Highland, to the Main Street Bureau Board of Directors. Councilor Zemen seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. Robert Breitweiser was appointed.

Unfinished Business and General Orders:

1. **Proposed Ordinance No. 1534.1531-A:** An Ordinance to Amend the Wage And Salary Rates of the Employees Of The Town Of Highland, Indiana particularly regarding the Paid on Demand Firefighters in the Highland Fire Department.

Councilor Herak introduced and moved the consideration on the first night of introduction of Ordinance No. 1534.1531-A. Councilor Kuiper seconded. Upon a roll call vote, a unanimous vote being necessary, there were five affirmatives and no negatives. The motion passed. The ordinance could be considered for adoption on the same evening of introduction.

Councilor Herak moved the passage and adoption on the first night of introduction of Ordinance No. 1534.1531-A. Councilor Kuiper seconded. Upon a roll call vote, a two-thirds vote being necessary, there were five affirmatives and no negatives. The motion passed. The ordinance was passed and adopted on the same evening of introduction.

**ORDINANCE No. 1534.1531-A
 of the
 TOWN of HIGHLAND, INDIANA**

AN ORDINANCE to AMEND THE WAGE and SALARY RATES of the EMPLOYEES of the TOWN of HIGHLAND, INDIANA.

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

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

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

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

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

WHEREAS, The Town Council of the Town of Highland, as the town legislative body, has heretofore fixed the compensation of its elected officers, appointed officers and employees of the Town for the year 2013 and thereafter; and,

WHEREAS, The Town Council of the Town of Highland, as the town legislative body, has now desires to modify the compensation of some of its employees of the Town for the year 2013 and thereafter;

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

Section 1. That Section 12 of Ordinance No. 1531 as amended be hereby repealed and replaced with a successor section, to be named *Section 12* and to read as follows:

Section 12. That subject to the provisions of this ordinance, the salary and wages for the non-elected officers and employees of the Town of Highland are hereby fixed for its **Fire Department** as follows:

(a) Supervisory Staff or Specialty Employees

	Starting Rate	Incumbent Rate
Fire Chief/Inspector (1)		\$2,256.06 bi-weekly
Assistant Chief for Logistics (1)		\$ 1,500 per year (\$ 375 per quarter)
Assistant Chief for Safety (1)		\$ 1,500.00 per year (\$ 375 per quarter)
Assistant Chief for Planning (1)		\$ 1,200.00 per year (\$ 300 per quarter)
Assistant Chiefs for Operations (3)		\$ 1,200.00 per year (\$ 300 per quarter)
Station Captains (2)		\$ 500.00 per year

(\$125 per quarter)

Lieutenants	(4)	\$ 350.00 per year (\$87.50 per quarter)
Mechanics	(1)	\$ 500.00 per year (\$125 per quarter)

(b) Except as otherwise provided for the Fire Chief, the compensation for the positions listed above shall be considered in addition to any and all such compensation earned as a firefighter. However, full-time Town employees who are also members of the Highland Fire Department shall not be entitled to additional compensation when responding to fire or ambulance calls while on duty at their regular full-time position.

(c) The Fire Chief shall not be entitled to additional compensation apart from his bi-weekly salary when responding to fire or ambulance calls nor for any training nor inspection participation.

Secretary (part-time)	\$7.25 –12.50 per hr.
Custodian (part-time)	\$7.25 –12.00 per hr.

(d) Fire Fighters compensation shall be as follows:

Fire Calls <i>(per hour or fraction thereof) (see HMC Section 9.05.050)</i>	\$12.50 hr.
Training <i>(per hour or fraction thereof) (see HMC Section 9.05.050)</i>	\$12.50 hr.
Special Preparedness duties/ details <i>(per hour or fraction thereof) (see HMC Section 9.05.050)</i>	\$12.50 hr.
Special Maintenance (non-custodial) duties/ details <i>(per hour or fraction thereof) (see HMC Section 9.05.050)</i>	\$12.50 hr..
Inspection <i>(per hour or fraction thereof) (see HMC Section 9.05.050)</i>	\$ 9.00 hr.

(e) Firefighters and EMT compensation shall be paid quarterly.

(f) For the following calls, responses or participation by the fire fighters, a stipend in lieu of direct compensation, shall be paid to the Highland Volunteer Fire Fighter Association, to be made as follows:

Still Alarms: \$50.00 per call

Monthly General Membership Meeting: \$1.00 per member in attendance as certified by the Fire Chief or his/her designee.

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

Section 3. That an emergency exists for the immediate taking affect of this Ordinance, which, subject to the provisions of this ordinance, shall become effective and shall remain in full force and effect from and after April 1, 2013, upon its passage and adoption, and until its repeal or amendment by subsequent enactment.

Introduced and Filed on the 25th day of March 2013. Consideration on same day or at same meeting of introduction sustained a vote of 5 in favor and 0 opposed, pursuant to IC 36-5-2-9.8.

DULY ORDAINED and ADOPTED this 25th Day of March 2013, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of 5 in favor and 0 opposed.

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

Brian J. Novak, President (IC 36-5-2-10)

Attest:

Michael W. Griffin, IAMC/MMC/CPFA/CPFIM
 Clerk-Treasurer (IC 33-16-4-1;IC 36-5-6-5)

2. **Signature Authorization.** Action to authorize and approve the Town Council to execute member signatures on Town Board of Metropolitan Police Commissioner a letter commending Detective Corporal L. John Siple for his work in the College Intern Program.

Councilor Zemen moved that the Town Council members be authorized and approved to sign the letter described. Councilor seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The signatures were authorized.

3. **Action to approve compensatory time off for Exempt Salaried Personnel, pursuant to Section §4.03.01 of the Compensation and Benefits Ordinance.** This waives the provisions of Section § 2.01 of the Compensation and Benefits Ordinance. The requests are based upon straight hours in excess of the standard 40-work week occurring as follows:

The Clerk-Treasurer requests the following:

That Katy Dowling, Deputy Clerk-Treasurer, be authorized to use up to 40 hours of compensatory time, from a total of 68 hours logged (accrued and recorded with no premium and from work in 2013) as paid time off.

Previously approved for 2013: 0 hours (All hours incurred in current year 2013) (Approved 56 hours in 2012)

Councilor Vassar moved seconded by Councilor Zemen to approve the compensatory time request presented for the Deputy Clerk-Treasurer. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The compensatory time was approved as requested.

4. Action to approve pay for employee at higher than starting pay for the range of the position, pursuant to Section 2 (a) of Ordinance No. 1511 the Wage and Salary Ordinance, as amended. The Public Works Director wishes to increase the pay of a part-time laborer working as custodian from the starting pay of \$7.25 per hour to \$9.00 per hour. Employee: Johnny Fletcher, Public Works Department (Agency)

Councilor Zemen moved that the employee, Johnny Fletcher be hired at rate of \$9.00 per hour instead of the starting hourly rate of \$7.25 per hour. Councilor Kuiper seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The higher starting pay was authorized and approved.

5. **Resolution No. 2013-10:** A Resolution Approving an Interlocal Cooperation Agreement between the Town of Highland, Indiana and among other political subdivisions, for the Establishment of a Mutual Aid Box Alarm System (MABAS) Related to Fire Suppression and Related Fire or Emergency Responses Across Jurisdictions for Mutual Benefit to Participants.

Councilor Kuiper moved the passage and adoption of Resolution No. 2013-10. Councilor Zemen seconded, Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The resolution was adopted.

TOWN OF HIGHLAND
TOWN COUNCIL RESOLUTION No. 2013-10

A Resolution Approving an Interlocal Cooperation Agreement between the Town of Highland, Indiana and among other political subdivisions, for the Establishment of a Mutual Aid Box Alarm System (MABAS) Related to Fire Suppression and Related Fire or Emergency Responses Across Jurisdictions for Mutual Benefit to Participants

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

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

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

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

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

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

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

Section 1. That a joint agreement, a copy of which is attached and incorporated herein by reference, among and between the Incorporated Town of Highland, other political subdivisions, is hereby authorized and approved in every respect;

Section 2. That the purpose of this agreement is to authorize and allow the participating political subdivisions' Fire and Emergency Response Departments to establish a *mutual aid box alarm system* (MABAS) for the mutual benefit of the participating entities, and at a shared cost;

Section 3. That the President of the Highland Town Council and the Clerk-Treasurer are hereby authorized to execute the joint Interlocal Governmental Agreement with their signatures and any additional documents in order to implement the agreement;

Section 4. That this agreement shall be effective as indicated in and pursuant to its provisions, after the agreement has been authorized and approved by each of the participating entities, evidenced by passage and adoption of a similar Resolution all pursuant to I.C. 36-1-7-2;

Section 5. That before this agreement takes effect, it must be recorded with the Office of the Lake County Recorder. No later than sixty (60) days after it takes effect and is recorded, the agreement must be filed with the Office of the State Board of Accounts for audit purposes, all pursuant to I.C. 36-1-7-6.

Duly Adopted by the Town Council of the Town of Highland, Lake County, Indiana, this 25th day of March 2013. Having been passed by a vote of 5 in favor and 0 opposed.

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

Brian J. Novak, President (IC 36-5-2-10)

Attest:

Michael W.Griffin, IAMC/MMC/CPFA/CPFIM
Clerk-Treasurer (IC 33-16-4-1; IC 36-5-6-5)

**MUTUAL AID BOX ALARM SYSTEM
AGREEMENT**

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

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

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

WHEREAS, The (Name of jurisdiction) is a unit of local government as defined in Section 36-1-2-23 of the Indiana Statutes; and

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

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

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

SECTION ONE

Purpose

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

SECTION TWO

Definitions

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

- A. "Mutual Aid Box Alarm System" (hereinafter referred to as "MABAS"): A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the MABAS Member Units and amended from time to time;
- B. "Member Unit": A unit of local government including but not limited to a city, village or fire protection district having a fire department recognized by the State of Indiana, or a neighboring state, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the MABAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of MABAS;
- C. "Stricken Unit": A Member Unit which requests aid in the event of an emergency;
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit;
- E. "Emergency": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid.
- F. "Division": The geographically associated Member Units or unit which have been grouped for operational efficiency and representation of those Member Units.
- G. "Training": The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS.
- H. "Executive Board": The governing body of MABAS comprised of Division representatives.

SECTION THREE

Authority and Action to Effect Mutual Aid

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

SECTION FOUR

Jurisdiction Over Personnel and Equipment

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

SECTION FIVE

Compensation for Aid

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

SECTION SIX

Insurance

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

SECTION SEVEN

Indemnification

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel.

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

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

SECTION EIGHT

Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond; however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

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

SECTION NINE

Term

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

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

SECTION TEN

Effectiveness

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

SECTION ELEVEN

Binding Effect

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

SECTION TWELVE

Validity

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

SECTION THIRTEEN

Notices

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

SECTION FOURTEEN
Governing Law

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

SECTION FIFTEEN
Execution in Counterparts

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

SECTION SIXTEEN
Executive Board of MABAS

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

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

SECTION SEVENTEEN
Duties of the Executive Board

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

SECTION EIGHTEEN
Rules and Procedures

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

SECTION NINETEEN
Amendments

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

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

TOWN OF HIGHLAND, LAKE COUNTY, INDIANA
By its Town Council

Brian J. Novak, President

Date

ATTEST:

Michael W. Griffin, IAMC/MMC/CPFA/CPFIM
Clerk-Treasurer

Date

6. Authorize the Proper Officer to advertise for a Public Hearing to consider proposed Additional Appropriations for the Redevelopment Capital Fund in the amount of \$251,000, for the Special Public Safety Fund, in the amount of \$12,714 and in the Special Economic Development Fund of \$76,000.

Councilor Herak moved to authorize the publication as indicated for a public hearing on proposed additional appropriations in the funds identified above. Councilor Zemen seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed.

7. **Action to ratify and approve the setting of the Executive (Special) Meeting, for Monday, March 25, 2013 at 8:30 p.m.** (*"The Town Council shall have the authority to hold such other regular meetings, special meetings or study sessions as it may deem necessary or desirable, provided such meetings be held pursuant to I.C. 5-14-1.5 et seq." (Section 2.05.130 (E))*)

Councilor Zemen moved to ratify and approve the setting of the Executive (Special Meeting) for the Town Council for Monday, March 25, 2013 at 8:30 p.m. Councilor Herak seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The special meeting was ratified and approved.

Comments from the Town Council Members
(For the Good of the Order)

- **Councilor Bernie Zemen:** • *Liaison to the Board of Waterworks Directors • Chamber of Commerce Liaison.*

Councilor Zemen expressed good luck to the Indiana University Hoosiers in the NCAA Basketball Championship Tournament.

- **Councilor Mark Herak:** • *Budget and Finance Chair • Liaison to the Board of Sanitary Commissioners • Liaison to the Community Events Commission • Liaison to the Park and Recreation Board.*

Councilor Herak and the Parks and Recreation Superintendent engaged in a colloquy regarding the state of disrepair of the surfaces on the Crosstown Bike Trail. The discussion included a consideration of the trail markings and inquired whether there was a comparative merits of intermittent or solid unbroken centerline markings for the Trail.

Councilor Herak acknowledged the Public Works Director, who offered a cursory depiction of a public information session that was be convened to explain the features of the new solid waste collection contract. It was noted that the vendor would provide residents a large 95-gallon trash bin and a recycling bin of the same size. It was further noted that a smaller volume bin would be issued to persons who currently are enrolled as persons eligible for the senior citizens' discount.

- **Councilor Dan Vassar:** • *Liaison to the Redevelopment Commission.*

Councilor Vassar recognized the Redevelopment Director who offered a cursory overview of Redevelopment matters.

- **Councilor Konnie Kuiper:** • *Fire Department, Liaison • Town Board of Metropolitan Police Commissioners, Liaison.*

Councilor Kuiper recognized the Fire Chief who offered a report regarding recent incidents and activities to which the Fire Department responded.

- **Council President Brian Novak:**

The Council President commended the Fire Chief, the Police Chief and the various officers for their response to an incident at 41st Lane.

Comments from the Public or Visitors

There were no comments from the public.

Payment of Accounts Payable Vouchers. There being no comments from visitors, Councilor Zemen moved to allow the vendor accounts payable vouchers as filed on the pending accounts payable docket, covering the period March 12, 2013 through March 25, 2013. Councilor Herak seconded. Upon a roll call vote, there were five affirmatives and no negatives, the motion passed. The accounts payable vouchers for vendors were allowed and the Clerk-Treasurer was authorized to make payment.

Vendors Accounts Payable Docket:

General Fund, \$249,215.46; Motor Vehicle Highway and Street (MVH) Fund, \$ 59,064.41; Law Enforcement Cont. Education and Supply Fund, \$1,610.65; FSA Agency Fund, \$2,860.52; Insurance Premium Fund, \$143,966.36; Gasoline Fund, \$19,904.35; Information and Communications Technology Fund, \$10,732.86; Civil Donation Fund, \$80.75; Police Pension Fund (1925 Plan): \$62,336.23; Municipal Cumulative Capital Development Fund, \$22,967.30; Traffic Violations and Law Enforcement Agency Fund, \$9,855.00; Sexual Predator Grant Fund, \$43,414.51; Payroll Fund, \$2.25; Total: \$626,010.65.

Announcement and Notice. The Town Council President announced that the Town Council would convene in study session to meet with representatives from Skillman Corp, regarding its proposal to provide construction management services.

Brad Skillman, President was also present.

Adjournment. Councilor Kuiper moved that the plenary meeting be adjourned. Councilor Zemen seconded. Upon a vote *viva voce*, the motion passed. The regular plenary meeting of the Town Council of Monday, March 25, 2013 was adjourned at 7:41 O'clock p.m. A study session followed the meeting.

Study Session. The Twenty Seventh Town Council of the Town of Highland, Lake County, Indiana met in a study session following the regular (rescheduled) meeting on Monday, March 25, 2013 at 7:43 p.m. in the upper Council study chambers of the Highland Municipal Building, 3333 Ridge Road, Highland, Indiana.

Silent Roll Call: Councilors Mark Herak, Dan Vassar, Bernie Zemen, Konnie Kuiper, and Brian J. Novak, were present. The Town Clerk-Treasurer, Michael W. Griffin was present to memorialize the proceedings. A quorum was attained.

Also Present: Rhett Tauber, Town Attorney; and John M. Bach, Public Works Director were also present.

General Substance of Matters Discussed.

1. Scott Cherry, Vice President at Skillman Corporation, made a PowerPoint® supported presentation regarding the merits of using a Construction management firm and the particular merits of the Skillman Corporation.

The discussion included an exploration of the differences between Construction Manager and a General Contractor and a "clerk of the works." Mr. Cherry also discussed the various public projects that were managed by Skillman.

The discussion included a conversation between the Town Council and Mr. Cherry regarding issues some associated with the Lincoln Community Center reconstruction

and retrofit. It should be noted that Skillman Corp., provided construction management services for the project. Issues discussed included the problem with drying and curing the cement and similar issues.

It was noted that the starting time that had been advertised for an Executive Session was 8:30 p.m. and that there was little time remaining before that meeting was to begin.

There being no further business, the study session ended at 8:29 o'clock p.m.

Michael W. Griffin, IAMC/ MMC/ CPFA/CPFIM
Town Clerk-Treasurer