

**Enrolled Minutes of the Thirteenth Regular or Special Meeting  
For the Twenty-Seventh Highland Town Council  
Regular Meeting  
Monday, June 25, 2012**

*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, June 25, 2012 at 6:45 o'clock P.M. in the regular place, the meeting chambers of the Highland Municipal Building, 3333 Ridge Road, Highland, Indiana.

**Silent Roll Call:** Councilors Bernie Zemen, Mark Herak, Brian Novak and Konnie Kuiper were present. Councilor Dan Vassar was absent owing to a work commitment. 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 agenda of the imminent regular meeting.
2. The Town Council discussed the proposed Ordinance No. 1513 regarding amendments to the Compensation and Benefits Ordinance bringing it into compliance with the provisions of IC 36-1-20.2 regarding nepotism.
3. The Town Council discussed the Lake County Solid Waste Management District Interlocal Cooperation Agreement associated with the Trash to Ethanol Initiative, the Powers Facility.

The study session ended at 7:04 O'clock p.m.

*Regular meeting.* The Twenty Seventh Town Council of the Town of Highland, Lake County, Indiana met in its regular (rescheduled) session on Monday, June 25, 2012 at 7:07 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 Bernie Zemen presided and the Town Clerk-Treasurer, Michael W. Griffin, was present to memorialize the proceedings.

Councilor Brian Novak recited the Pledge of Allegiance to the Flag of the United States of America and offered a prayer.

**Roll Call:** Present on roll call were Councilors Bernie Zemen, Mark Herak, Konnie Kuiper and Brian Novak. Councilor Dan Vassar was absent owing to a work commitment. 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; Bob Johnsen, Assistant Public Works Director; Peter T. Hojnicky, Metropolitan Police Chief; Kenneth J. Mika, Building Commissioner; Alex M. Brown, CPRP, Parks and Recreation Superintendent; William R. Timmer, CFOD, and Cecile Petro, Redevelopment Director were present.

*Also present:* Ed Dabrowski IT Director (Contract); Bob Johnsen Assistant Public Works Director; and Lisa Gauthier, Community Events Commission were also present.

## Minutes of the Previous Meetings

The minutes of the regular meeting of June 11, 2012 were approved by general consent.

### Special Orders:

1. **Public Hearing:** Proposed Additional Appropriations in Excess of the 2012 Budget for the **Special Public Safety Fund in the amount of \$1,711.50; for the General Improvement Fund in the amount of \$20,769.00; for the Gaming Revenue Sharing Fund in the amount of \$231,880.00; for the Municipal Cumulative Street Fund in the amount of \$25,000.00; and in the Select Centennial Commission Fund in the amount of \$3,205.65.00.**
  - (a) Attorney verification of Proofs of Publication: (The TIMES 14 June 2012) The Town Attorney indicated that the proof of publication was in compliance with IC 5-3-1.
  - (b) **Public Hearing.** The Town Council President called the public hearing to order. There were no comments written or spoken. The hearing was closed.
  - (c) Action on **Appropriation Enactment No. 2012-28:** An Enactment Appropriating Additional Moneys in Excess of the 2012 Budget for the **Special Public Safety Fund in the amount of \$1,711.50; for the General Improvement Fund in the amount of \$20,769.00; for the Gaming Revenue Sharing Fund in the amount of \$231,880.00; for the Municipal Cumulative Street Fund in the amount of \$25,000.00; and in the Select Centennial Commission Fund in the amount of \$3,205.65.00.**

Councilor Herak introduced and moved the consideration on the same night of introduction of Enactment No. 2012-28. Councilor Novak seconded. Upon a roll call vote, a unanimous vote being necessary, there were four affirmatives and no negatives. The motion passed. The enactment could be considered at the same meeting of its introduction.

Councilor Herak moved the passage and adoption on the same night of introduction of Enactment No. 2012-28. Councilor Kuiper seconded. Upon a roll call vote, a two-thirds vote being necessary (4 votes in affirmative), there were four affirmatives and no negatives. The motion passed. The enactment was adopted at the same meeting of its introduction.

**Town of Highland  
Appropriation Enactment  
Enactment No. 2012-28**

AN ENACTMENT APPROPRIATING ADDITIONAL MONEYS IN EXCESS OF THE ANNUAL BUDGET for the SPECIAL PUBLIC SAFETY FUND, GENERAL IMPROVEMENT FUND, GAMING REVENUE SHARING FUND, MUNICIPAL CUMULATIVE STREET FUND, AND SELECT CENTENNIAL COMMISSION FUND, PURSUANT TO I.C. 6-1.1-18, and I.C. 36-5-3-5.

WHEREAS, Following a public hearing advertised pursuant to I.C. 5-3-1, it has been determined that it is now necessary to appropriate more money than was appropriated in the annual budget for the **Special Public Safety, General Improvement, Gaming Revenue Sharing, Municipal Cumulative Street, and Select Centennial Commission Funds;**

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

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

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

SPECIAL PUBLIC SAFETY FUND		
2XX.XX Highland Share for Fire Hose Purchase:		<u>\$1,649.00</u>
	<i>Total Series:</i>	\$1,649.00
3XX.XX Highland Share for Independent Audit :		<u>\$ 62.50</u>
	<i>Total Series:</i>	\$ 62.50
<b>Fund Total:</b>		
		<b>\$1,711.50</b>

**Section 2.** That for the expenses of said municipality, the following additional sums of money are hereby appropriated and ordered set apart out of the **General Improvement Fund** herein named and for the purposes herein specified, subject to the laws governing the same:

<b>GENERAL IMPROVEMENT FUND</b>		
Acct. No. 3XX.XX Record/Releasing Liens:		<u>\$ 4,000.00</u>
	<i>Total Series:</i>	\$ 4,000.00
Acct. No. 4XX.XX Sidewalk and Curbs (Assessments):		<u>\$ 16,769.00</u>
	<i>Total Series:</i>	\$ 16,769.00
<b>Fund Total:</b>		
		<b>\$ 20,769.00</b>

**Section 3.** That the aggregate sum of the **General Improvement Fund** appropriation and all other appropriations to the Fund in the current year do not exceed the equivalent of sixteen and sixty-seven hundredths cents (\$.1667) on each one hundred dollars (\$100) of net taxable valuation of property in the Municipality, such limitation being in this current year, FY 2012, the estimated amount of One million, seven hundred twenty-four thousand, six hundred thirty-two dollars (\$ 1,721,537), all pursuant to the provisions of I.C. 36-9-17-5(c).

**Section 4.** That for the expenses of said municipality, the following additional sums of money are hereby appropriated and ordered set apart out of the **General Revenue Sharing Fund** herein named and for the purposes herein specified, subject to the laws governing the same:

<b>GAMING REVENUE SHARING FUND</b>		
Acct. No. 3XX.XX Garfield 3500 Block Engineering		<u>\$ 22,750.00</u>
	<i>Total Series:</i>	\$ 22,750.00
Acct. No. 4XX.XX Garfield 3500 Block Reconstruction:		<u>\$209,130.00</u>
	<i>Total Series:</i>	\$209,130.00
<b>Fund Total:</b>		
		<b>\$231,880.00</b>

**Section 5.** That for the expenses of said municipality, the following additional sums of money are hereby appropriated and ordered set apart out of the **Municipal Cumulative Street Fund** herein named and for the purposes herein specified, subject to the laws governing the same:

<b>MUNICIPAL CUMULATIVE STREET FUND</b>		
Acct. No. 4XX.XX Sidewalks:		<u>\$ 25,000.00</u>
	<i>Total Series:</i>	\$ 25,000.00
<b>Fund Total:</b>		
		<b>\$ 25,000.00</b>

**Section 6.** That for the expenses of said municipality, the following additional sums of money are hereby appropriated and ordered set apart out of the **Select Centennial Commission Fund** herein named and for the purposes herein specified, subject to the laws governing the same:

<b>SELECT CENTENNIAL COMMISSION FUND</b>		
Acct. No. 3XX.XX Transfer to Special NR Fund		<u>\$3,205.65</u>
	<i>Total Series:</i>	\$3,205.65
<b>Fund Total:</b>		
		<b>\$3,205.65</b>

**Section 7.** That the Clerk-Treasurer is hereby authorized and instructed to inform the Department of Local Government Finance of this action and that these monies be made available for expenditure pursuant to I.C. 6-1.1-18.

**Section 8.** That in satisfaction and for the purposes of the provisions set out in I.C. 36-5-2-9.6, I.C. 36-5-3-5, I.C. 36-5-4-2, this enactment shall be deemed properly filed and introduced before the Town Council at a regular or special meeting, properly called and convened pursuant to I.C. 5-1.5-14 *et seq.*

Introduced and Filed on the 25<sup>th</sup> Day of June 2012. Consideration on the same day or at same meeting of introduction sustained a vote of 4 in favor and 0 opposed, pursuant to IC 36-5-2-9.8.

**DULY ORDAINED AND ADOPTED** this 25<sup>th</sup> Day of June 2012, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of 4 in favor and 0 opposed.

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

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

**ATTEST:**

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

**Unfinished Business and General Orders:**

- 1. Introduced Ordinance No. 1512:** An Ordinance to Amend Sections of Chapter Fifty-One of the Highland Municipal Code, Particularly Amending Several Service Charges, Pursuant to IC 36-1-3 *et seq.* and other relevant Statutes. *Councilor Herak introduced and filed Ordinance No. 1512 at the Town Council Meeting of June 11, 2012. There was no further action.*

Councilor Herak moved the passage and adoption of introduced Ordinance No. 1512. Councilor Novak seconded. Upon a roll call vote, there were four affirmatives and no negatives. The motion passed. The ordinance was adopted.

**Ordinance No. 1512  
of the  
TOWN of HIGHLAND, INDIANA**

**AN ORDINANCE to AMEND SECTIONS OF CHAPTER FIFTY-ONE of the HIGHLAND MUNICIPAL CODE, PARTICULARLY AMENDING SEVERAL SERVICE CHARGES, PURSUANT TO IC 36-1-3 ET SEQ. AND OTHER RELEVANT STATUTES.**

**WHEREAS,** IC 36-1-3-2 and IC 36-1-3-6(b)(1) confer upon all local units the powers that they need for the effective operation of government as to local affairs and prescribe the manner and form of enactment for any such exercise of power;

**WHEREAS,** IC 36-1-3-8(6) further provides that a unit does not have power to impose a service charge or user fee greater than that reasonably related to reasonable and just rates and charges for services ;and

**WHEREAS,** The Metropolitan Police Department of Highland from time to time performs certain services, unrelated to the course of a lawful arrest or criminal processing, including but not limited to services such as immigration processing fingerprinting, elective protective fingerprinting of minor children for parents or employment processing fingerprinting, as well as limited *background checks and providing reports of accidents for use in insurance claims, and checking titles;* and

**WHEREAS,** The Metropolitan Police Department of Highland from time to time performs certain services, related to the course of a lawful arrest or criminal processing, particularly related to bondable offenses, but for which added time and paperwork ensue and some convenience is provided in permitting avoidance of incarceration at the County Jail; and

**WHEREAS,** The Metropolitan Police Department of Highland from time to time performs certain services, related to the course of public safety services generally, particularly related to vehicle impoundment and towing contract services administration, but for which added time and paperwork ensue; and

**Whereas,** The Town Board of Metropolitan Police Commissioners has advised the legislative body that a change of the several service charges, established in part to recover costs occasioned by the municipality in the performance of these services, with such charges to be receipted and paid to the municipal treasury, would be desirable in the administration of the municipality and of benefit to the public;

**Whereas,** The Town Council believes that such fees either being changed or established for first time, all established in part to recover costs occasioned by the municipality in the performance of these services, would be necessary or desirable in the administration of the municipality and of benefit to the public;

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

**Section 1.** That the Highland Municipal Code be amended by repealing the subchapters comprised of sections §51.50 through §51.52 in their entirety and replacing them with new subchapters and sections, to be numbered as sections §51.50 through 51.52, which shall read as follows:

**SPECIAL LAW ENFORCEMENT PROCESSING SERVICES**

**§ 51.50 IMPOUNDED VEHICLE RELEASE SERVICES and FEE**

(A) In order to support the several tasks related to its due diligence in the processing and administration associated with the claim and release of towed and impounded vehicles to the rightful owners, excluding abandoned or junk vehicles that may become property of the vehicle recovery provider, there is hereby authorized and established a special user fee to be known as Impounded Vehicle Release Fee.

(B) The Impounded Vehicle Release Fee hereinafter identified shall be collected by the Highland Metropolitan Police Department before a vehicle is released from impound by a vehicle recovery provider duly authorized to perform vehicle towing and impound services for the Department.

(1) Said Impounded Vehicle Release Fee shall not apply to any vehicles that may become property of the towing agency due to owner abandonment.

(2) The Impounded Vehicle Release Fee hereinafter identified shall be collected according to the terms of this subchapter and then be remitted to the Clerk-Treasurer.

(a) Except as otherwise provided herein, a vehicle claimant who fails to pay the Impound Vehicle Release Fee or any towing charge of the vehicle recovery provider imposed in consequence of services initiated by the Metropolitan Police Department, has committed an offense which may be punishable by the imposition of a fine in addition to the payment of the fee.

(b) Except as otherwise provided herein, a vehicle recovery provider who releases a vehicle that has been impounded by direction of the Metropolitan Police Department without written authorization of the Department has committed an offense which may be punishable by the imposition of a fine in addition to the payment of the fee and may result in disqualification as an authorized vehicle recovery provider.

(3) The Town Board of Metropolitan Police Commissioners shall be empowered to make such rules as are consistent with the carrying out of the provisions of this subchapter.

(4) The Town Board of Metropolitan Police Commissioners shall be empowered and has the authority to prescribe towing agency charges, vehicle storage charges and the manner of selecting and dispatching vehicle recovery providers in consequence of services related to law enforcement.

**§ 51.51 SCHEDULE OF CHARGES AND FEES**

The service charges as set forth and contained in the following Schedule of Charges are hereby deemed to be reasonable and just rates and charges reasonably related to the administration of the services covered, and said Schedule is hereby authorized and approved:

Schedule of Charges

Except as may be otherwise provided, the users of services administered and provided will be charged a standard service charge based upon the list herein provided.

Service Charges:

Impounded Vehicle Release Fee:	\$25.00
<b>Impounded Vehicle Release Fee in which an arrest or arrests were involved</b>	<b>\$50.00</b>

§ 51.52 CHARGES AND FEES DEPOSIT PROTOCOL.

(A) All charges and amounts remitted to the Metropolitan Police Department pursuant to this subchapter shall be deposited with the Office of the Clerk-Treasurer and credited to the general fund of the municipality upon its receipt.

(B) The Metropolitan Police Department or its qualified vehicle recovery provider shall not charge or collect any fee or amount for a service performed under this subchapter that is not authorized or not deposited with the municipality, according to the terms herein provided.

**Section 2.** Whereas an emergency exists for the immediate taking effect of this Ordinance, it shall become and be in full force and effect from and after the date of its passage and adoption evidenced by the executive's signature in the manner prescribed by IC 36-5-2-10(a).

Introduced and Filed on the 11<sup>th</sup> day of June 2012. Consideration on same evening of introduction was not considered, pursuant to IC 36-5-2-9.8.

**DULY ORDAINED AND ADOPTED** this 25<sup>th</sup> Day of June 2012, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of 4 in favor and 0 opposed.

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

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

Attest:

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

- Resolution No. 2012-25:** A Resolution Authorizing Temporary Interfund Loan or Transfer Pursuant to IC 36-1-8-4, from Park Capital Fund to the Park District Bond & Interest Exempt Fund.

Councilor Kuiper moved, seconded by Councilor Herak the passage and adoption of Resolution No. 2012-25. Upon a roll call vote, there were four affirmatives and no negatives. The motion passed. The resolution was adopted.

**TOWN of HIGHLAND  
RESOLUTION NO. 2012-25**

**A RESOLUTION AUTHORIZING TEMPORARY INTERFUND LOAN or TRANSFER PURSUANT to IC 36-1-8-4**

**Whereas,** The Clerk-Treasurer has advised the Town Council that cash balance in the **Park Exempt Bond and Interest Fund**, is not sufficient to meet its regular operating expenses prior to the receipt of the semi-annual distribution of ad-valorem revenues so it has become necessary to temporarily borrow money to enhance the fund;

**Whereas,** The Clerk-Treasurer has advised that there is sufficient money on deposit to the credit of the **Park Capital Fund** that can be temporarily transferred;

**Now, Therefore Be it Resolved** by the Town Council of the Town of Highland, Lake County, Indiana as follows:

**Section 1.** That the amount of **\$31,000.00** be borrowed for the **Park Exempt Bond and Interest Fund** with the amount of **\$31,000.00** to be loaned by the **Park Capital Fund**;

**Section 2.** That said loan in the amount of \$31,000.00 be repaid to the **Park Capital Fund** of the Town of Highland upon receipt of sufficient tax or other monies in the **Park Exempt Bond and Interest Fund** with such loan to be repaid no later than December 31, 2012, subject to IC 36-1-8-4(b).

**Duly Adopted** by the Town Council of the Town of Highland, Lake County, Indiana, this 25<sup>th</sup> day June 2012. Having been passed by a vote of 4 in favor and 0 opposed.

TOWN COUNCIL of the TOWN of  
HIGHLAND, INDIANA

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

Attest:

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

3. **Resolution No. 2012-26:** A Resolution Authorizing Temporary Interfund Loan or Transfer Pursuant to IC 36-1-8-4, from Park Capital Fund to the Park District Bond & Interest Regular Fund.

Councilor Novak moved, seconded by Councilor Kuiper the passage and adoption of Resolution No. 2012-26. Upon a roll call vote, there were four affirmatives and no negatives. The motion passed. The resolution was adopted.

TOWN of HIGHLAND  
RESOLUTION NO. 2012-26

A RESOLUTION AUTHORIZING TEMPORARY INTERFUND LOAN or TRANSFER PURSUANT to IC 36-1-8-4

**Whereas,** The Clerk-Treasurer has advised the Town Council that cash balance in the **Park Non-Exempt Bond and Interest Fund**, is not sufficient to meet its regular operating expenses prior to the receipt of the semi-annual distribution of ad-valorem revenues so it has become necessary to temporarily borrow money to enhance the fund;

**Whereas,** The Clerk-Treasurer has advised that there is sufficient money on deposit to the credit of the **Park Capital Fund** that can be temporarily transferred;

**Now, Therefore Be it Resolved** by the Town Council of the Town of Highland, Lake County, Indiana as follows:

**Section 1.** That the amount of \$4,000.00 be borrowed for the **Park Non-Exempt Bond and Interest Fund** with the amount of \$4,000.00 to be loaned by the **Park Capital Fund**;

**Section 2.** That said loan in the amount of \$4,000.00 be repaid to the **Park Capital Fund** of the Town of Highland upon receipt of sufficient tax or other monies in the **Park Non-Exempt Bond and Interest Fund** with such loan to be repaid no later than December 31, 2012, subject to IC 36-1-8-4(b).

**Duly Adopted** by the Town Council of the Town of Highland, Lake County, Indiana, this 25<sup>th</sup> day June 2012. Having been passed by a vote of 4 in favor and 0 opposed.

TOWN COUNCIL of the TOWN of  
HIGHLAND, INDIANA

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

Attest:

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

4. **Resolution No. 2012-27:** An Exigent Resolution Providing For The Transfer Of Appropriation Balances From And Among Major Budget Classifications In The Community Events Commission Fund As Requested By The Proper Officer And Forwarded To The Town Council For Its Action Pursuant To IC 6-1.1-18-6.

Councilor Novak moved, seconded by Councilor Kuiper the passage and adoption of Resolution No. 2012-27. Upon a roll call vote, there were four affirmatives and no negatives. The motion passed. The resolution was adopted.

TOWN OF HIGHLAND  
APPROPRIATION TRANSFER RESOLUTION  
RESOLUTION NO. 2012-27

AN EXIGENT RESOLUTION PROVIDING for the TRANSFER of APPROPRIATION BALANCES from and AMONG MAJOR BUDGET CLASSIFICATIONS in the COMMUNITY EVENTS COMMISSION FUND as REQUESTED BY THE PROPER OFFICER AND FORWARDED to the TOWN COUNCIL for its ACTION PURSUANT TO IC 6-1.1-18-6.

WHEREAS, It has been determined that certain exigent conditions have developed since adoption of the original budget and it is now necessary to transfer certain appropriations into different categories than were initially appropriated for the various functions of the **Community Events Commission Fund**;

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

**Section 1.** That for the expenses of said municipality, the following appropriations are hereby transferred and set apart out of the funds hereinafter named for the purposes specified, subject to the laws governing the same, such sums herein transferred unless otherwise stipulated by law;

**Section 2.** That is has been shown that certain existing unobligated appropriations of the **Community Events Commission Fund** which are not needed at this time for the purposes for which originally appropriated, and may be transferred to a category of appropriation in order to satisfy an existing need, as follows:

COMMUNITY EVENTS COMMISSION FUND

Reduce Account:#310.11 Special Events Security Service	\$1,000.00
#390.02 Refunds, Rewards, Indemnities	<u>\$ 14.00</u>
<i>Total 300 Series Reductions</i>	\$1,014.00
 Increase Account:	
#111.01 Security/Sworn Officers	\$1,000.00
#112.02 Medicare/Sworn Officers	<u>\$ 14.00</u>
<i>Total 100 Series Increases</i>	\$1,014.00
 <b>Total of All Fund Decreases:</b>	<b>\$1,014.00</b>
<b>Total of All Fund Increases:</b>	<b>\$1,014.00</b>

DULY RESOLVED and ADOPTED this 25<sup>th</sup> Day of June 2012 by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of 4 in favor and 0 opposed.

TOWN COUNCIL of the TOWN of  
HIGHLAND, INDIANA

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

Attest:

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

5. **Resolution No. 2012-29:** A Resolution Approving an Interlocal Cooperation Agreement between the Town of Highland and the Lake County Solid Waste Management District, pursuant to IC 36-1-7 et seq.

Councilor Herak moved, seconded by Councilor Novak the passage and adoption of Resolution No. 2012-29. Upon a roll call vote, there were four affirmatives and no negatives. The motion passed. The resolution was adopted.

TOWN OF HIGHLAND, INDIANA  
RESOLUTION NO. 2012-29

**A RESOLUTION AUTHORIZING and APPROVING ENTRY INTO THE INTERLOCAL COOPERATIVE AGREEMENT WITH THE LAKE COUNTY SOLID WASTE MANAGEMENT DISTRICT**

**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 purchase and utilize equipment and supplies for the mutual benefit of each other; and

**WHEREAS**, On February 5, 1991, by way of Resolution and pursuant to Indiana Code 13-9.5.1 (recodified as Indiana Code 13-21-3), Lake County established a Solid Waste Management District for the purpose of exercising those powers set forth in Indiana Code 13-21-3-12; and

**WHEREAS**, Each Party, through its governing body, is permitted and has the power pursuant to the provisions of the Indiana Code and its own local laws: (i) to acquire and own an interest in real and personal property; (ii) use, improve, develop, insure, protect, maintain, lease, and dispose of its interests in property; and (iii) enter into contracts; and

**WHEREAS**, Indiana Code 36-1-7, as amended, authorizes a Party to exercise a power on behalf of the other Party pursuant to a written agreement authorized by ordinance or resolution of each Party; and

**WHEREAS**, On February 17, 2011, the Board of Directors of the District (i) approved the terms and conditions of an Interlocal Agreement regarding a Trash to Ethanol Initiative; finding that such an Interlocal Agreement would be of public utility and benefit to, and in the best interests of, residents of Lake County, Indiana, thereby authorizing the District to enter into the Interlocal Agreement; and

**WHEREAS**, On May 17, 2012, the Board of Directors of the District approved the modification of the terms and conditions of the foregoing Interlocal Cooperation Agreement, the main substance of which is found in Section 2.3(d) of that Agreement, amending the date for which a municipality could receive a benefit for the timely adoption of the Interlocal Agreement; and

**WHEREAS**, The initial purpose of this Interlocal Agreement is to manage solid waste properly and responsibly among the municipalities within Lake County, Indiana in the most cost- efficient manner utilizing economies of scale for the benefit of residents of Lake County, Indiana, and to that end, it is the Parties' intention to designate a "Collective Purchasing Agent" as the sole Collective Purchasing Agent for the Parties for the purpose of negotiating fees and other terms and conditions attendant to the disposal of solid waste generated within each of the Municipalities; and

**WHEREAS**, The Town of Highland, Lake County, Indiana and the Lake County Solid Waste Management District desire to enter into an interlocal agreement, and this Interlocal Agreement shall set forth the terms for such joint undertaking as set forth in the Act,

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HIGHLAND as follows:**

**Section 1.** That the Town Council of the Town of Highland, Lake County, Indiana, hereby approves the terms and conditions of this Interlocal Agreement; (ii) finding that this Interlocal Agreement would be of public utility and benefit to, and in the best interests of, residents of the Municipality;

**Section 2.** That the President of the Town Council is hereby authorized and permitted to enter into the Interlocal Cooperation Agreement as described herein and further, that the Clerk-Treasurer is hereby authorized to attest the execution of said agreement by the President of the Town Council;

**Section 3.** That a copy of the Amendment to the Interlocal Cooperation agreement between and among the participating parties shall be attached to this Resolution and incorporated herein by reference;

**Section 4.** That this Resolution shall take effect and be in full force and effect from and after its passage by the Town Council of the Town of Highland, Lake County, Indiana.

**DULY PASSED and ADOPTED** this 25<sup>th</sup> day of June 2007 by a vote of 4 in favor and 0 opposed.

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

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

ATTEST:

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

**INTERLOCAL AGREEMENT FOR THE PURPOSE OF PROPERLY AND RESPONSIBLY MANAGING SOLID WASTE AMONG THE MUNICIPALITIES WITHIN LAKE COUNTY, INDIANA**

This INTERLOCAL AGREEMENT FOR THE PURPOSE OF PROPERLY AND RESPONSIBLY MANAGING SOLID WASTE AMONG THE MUNICIPALITIES WITHIN LAKE COUNTY, INDIANA, dated as of \_\_\_\_\_, 20\_\_ (the "Interlocal Agreement"), is being entered into by and between the Lake County Solid Waste Management District (the "District") and \_\_\_\_\_ (the "Municipalities") (each, a "Party" and, collectively, the "Parties").

**WITNESSETH**

WHEREAS, on February 5, 1991, by way of Resolution and pursuant to Indiana Code 13-9.5.1 (recodified as Indiana Code 13-21-3), Lake County established a Solid Waste Management District for the purpose of exercising those powers set forth in Indiana Code 13-21-3-12; and

WHEREAS, Each Party, through its governing body, is permitted and has the power pursuant to the provisions of the Indiana Code and its own local laws: (i) to acquire and own an interest in real and personal property; (ii) use, improve, develop, insure, protect, maintain, lease, and dispose of its interests in property; and (iii) enter into contracts; and

WHEREAS, Indiana Code 36-1-7, as amended, authorizes a Party to exercise a power on behalf of the other Party pursuant to a written agreement authorized by ordinance or resolution of each Party; and

WHEREAS, *On June 25, 2012, the Town of Highland, Lake County, Indiana*, (the "Municipality") by its Town Council adopted its *Resolution No. 2012-29* (i) approving the terms and conditions of this Interlocal Agreement; (ii) finding that this Interlocal Agreement would be of public utility and benefit to, and in the best interests of, residents of the Municipality; and (iii) authorizing the appropriate representative of the Municipality to execute this Interlocal Agreement on behalf of the Municipality; and

WHEREAS, On February 17, 2011, the Board of Directors of the District (i) approved the terms and conditions of the Interlocal Agreement; (ii) found that the Interlocal Agreement would be of public utility and benefit to, and in the best interests of, residents of Lake County, Indiana; and, (iii) authorized the District to enter into the Interlocal Agreement; and

WHEREAS, On May 17, 2012, the Board of Directors of the District approved the modification of those terms and conditions, the main substance of which is found in Section 2.3(d) herein, amending the date for which a municipality could receive a benefit for the timely adoption of the Interlocal Agreement; and

WHEREAS, The initial purpose of this Interlocal Agreement is to manage solid waste properly and responsibly among the municipalities within Lake County, Indiana in the most cost- efficient manner utilizing economies of scale for the benefit of residents of Lake County, Indiana, and to that end, it is the Parties' intention to designate a "Collective Purchasing Agent" as the sole Collective Purchasing Agent for the Parties for the purpose of negotiating fees and other terms and conditions attendant to the disposal of solid waste generated within each of the Municipalities; and

WHEREAS, The Executive Director of the District shall be the initial Collective Purchasing Agent and shall continue to serve as such until said Agent is otherwise designated by the Parties as described herein; and

WHEREAS, The Parties desire to enter into an interlocal agreement, and this Interlocal Agreement shall set forth the terms for such joint undertaking as set forth in the Act.

NOW, THEREFORE, In consideration of the premises and the representations, warranties, covenants, and agreements contained herein, the Parties hereby agree as follows:

**ARTICLE I**  
**DEFINITIONS**

The following words and phrases shall have the following meanings, unless the context or use clearly indicates another or different meaning or intent. Any terms defined in the Act or other Indiana statutes, but not otherwise defined herein, shall have the meanings specified in the Act or other Indiana statutes, unless the context or use clearly indicates another or different meaning or intent.

"Act" shall mean Indiana Code 36-1-7, as amended.

"Agreement between the District and Powers" shall mean the collective purchasing agreement entered into between the Lake County Solid Waste Management District as agent and for the benefit and on behalf of municipalities of Lake County, Indiana and Powers Energy One of Indiana LLC dated November 20, 2008, including all Exhibits and Schedules thereto, as amended from time to time in accordance with its terms.

“Assessed Valuation” shall mean the valuation assigned to a property by the governing body charged, under State law, with assessment responsibilities at the time of such valuation.

“Collective Purchasing Agent” shall mean the person or committee named by the Joint Board who shall represent the Municipalities, and each of them, for the purpose of negotiating fees and other terms and conditions attendant to the disposal of solid waste generated within each of the Municipalities. The committee may decide to designate a representative to act on behalf of the committee as necessary to conduct day to day operational business or to represent the business purposes and jurisdictional responsibilities of the entity appointing the committee.

“District” shall mean the Lake County Solid Waste Management District.

“Effective Date” means the date that execution copies of this Interlocal Agreement have been executed by all Parties and recorded with the Lake County Recorder, pursuant to Section 6 of the Act.

“Interlocal Agreement” shall mean this Interlocal Agreement, dated as of \_\_\_\_\_, 20\_\_\_\_, constituting an interlocal agreement by and between the District and the Municipalities, as may be amended from time to time to change the terms and/or add parties.

“Joint Board” shall mean the joint board created pursuant to Section 2.4 hereof.

“Municipalities” shall mean all municipalities that are or become a party to this Interlocal Agreement.

“Operation” shall mean the first day of receipt of municipal solid waste by the Facility for a fee. Operation shall not include testing which may occur to verify that the equipment and/or system function as designed and in the manner necessary to fulfill the terms of this Agreement.

“Party” shall mean all participating members to this Interlocal Agreement.

“Person” shall mean any “person” as defined in Indiana Code 36-1-2-12, as amended, or “political subdivision” as defined in Indiana Code 36-1-2-13.

“Powers Facility” shall mean the regional solid waste facility and related facilities referred to in the Agreement between the District and Powers.

“Representative” shall mean the individual appointed by a Party to represent the Party on the Joint Board.

“State” shall mean the State of Indiana.

## ARTICLE II

### DURATION AND TERMINATION OF INTERLOCAL AGREEMENT, PURPOSE OF INTERLOCAL AGREEMENT, METHOD OF FINANCING OF JOINT UNDERTAKING, ADMINISTRATION OF BUDGETS AND MANNER OR ACQUIRING, HOLDING AND DISPOSING OF PROPERTY

#### Section 2.1. Duration and Termination of Interlocal Agreement; Disposition of Property.

(a) This Interlocal Agreement shall commence on the date it is recorded with the Lake County Recorder, pursuant to Indiana 36-1-7-6, and shall not terminate for a period of twenty years. Until such time, each Party shall continue to possess all of the rights and be subject to all of the obligations arising under this Interlocal Agreement. Notwithstanding the foregoing, no Party shall be liable for any obligation owed to the other Party pursuant to this Interlocal Agreement, except as expressly provided in this Interlocal Agreement or documents referenced herein.

(b) This Interlocal Agreement may be extended by agreement of all Parties. Not before eighteen months and not later than six months before this Interlocal Agreement expires, the District Executive Director shall contact the Parties in writing and notify them of the impending termination of the Agreement.

(c) Any money or real or personal property acquired by the Joint Board consistent with this Agreement shall become the property of and responsibility of the Joint Board. With respect to the disposition of any such property, to the extent that any property is acquired by a Party or the Parties in furtherance of this Interlocal Agreement, the proceeds of the sale of any property acquired pursuant to this Interlocal Agreement shall be distributed to the Party or the Parties based on a pro rata share of the Assessed Valuation as of the date of such calculation of the Party's or the Parties' contribution to the acquisition of the property.

(d) This agreement supersedes and replaces all interlocal agreements regarding the Agreement between the District and Powers proposed and/or approved by entities prior to this agreement.

#### Section 2.2. Purpose of Interlocal Agreement.

(a) The purpose of this Interlocal Agreement is to provide for the terms and conditions of the joint undertaking of the responsibility to manage solid waste among the municipalities of Lake County, Indiana in the most cost-efficient manner utilizing economies of scale for the benefit of residents of Lake County, Indiana. To that end, this Interlocal

Agreement hereby designates the Collective Purchasing Agent for the Parties for the purpose of negotiating fees and other terms and conditions attendant to the disposal of solid waste generated within each of the Municipalities, subject to approval and adoption of said agreement by the Municipality.

(b) The individual Municipality shall retain its autonomy and shall have the responsibility of awarding the contracts and providing for the Municipality's collection, transportation and disposal of its solid waste. To this end, each Municipality that enters into this Interlocal Agreement may decide how much of their non-hazardous waste will be disposed of at the Powers Facility, incorporating the applicable terms of the Agreement between the District and Powers.

Section 2.3. Method of Financing and Staffing.

(a) The District shall be solely responsible for the staffing and expenses incurred in the course of fulfilling the purpose of this Interlocal Agreement, including but not limited to staffing and administration expenses incurred in negotiation and administration of agreements establishing one or more designated facilities used for disposal of municipal solid waste generated within the Municipalities.

(b) Pursuant to the Agreement between the District and Powers, the District is entitled to a payment of Two Dollars and Fifty Cents per ton of all waste received at the Facility described therein.

(c) It is further acknowledged and agreed that the District will return a minimum of 90% of the payment described in Section 2.3(b) hereinabove to each participating municipality to this Interlocal Agreement (including those payments received for waste received from outside Lake County) within thirty (30) days of receipt of said payment by the District, based upon their pro rata contribution to the waste stream. The pro rata share will be calculated as follows: a municipality's monthly contribution to the waste stream received by the Powers' facility divided by the total monthly contribution to the waste stream received by the Powers' facility from all participating Lake County municipalities who have signed this Interlocal Agreement. These monies shall be distributed to the applicable municipalities for their unrestricted use.

(d) Time is of the essence for the approval of this Interlocal Agreement. As an incentive for timely adoption, each entity that approves this agreement by July 18, 2012 will receive in addition to their normal payment allocation under Section 2.3 (c) hereinabove, a pro rata share of 50 % of the payments made under Section 2.3 (c) for the first year of entities that approve this agreement subsequent to the above-defined deadline. However, should the interlocal agreement not be adopted by a municipality before the beginning of operation of the Powers facility, the pricing, terms, conditions and benefits of the Agreement between the District and Powers will not be available to those municipalities.

Section 2.4 Administration and Budgets.

(a) Establishment of Joint Board. Pursuant to Indiana Code 36-1-7-3(a)(5)(B), this Interlocal Agreement shall be administered by a Joint Board comprised of: (1) the member of the Board of Directors of the District representing the participating municipality; and (2) the District, represented by the chairperson of the Board of Directors of the District.

(b) Chairman; Executive Director; Controller. The District's Chairman and Executive Director shall serve as the Chairman and Executive Director for the Joint Board, respectively. The Controller of the District shall be the disbursing officer to receive, disburse, and account for all monies of this joint undertaking.

(c) Meetings. As soon as practical after each Party has adopted this Interlocal Agreement, the Executive Director of the Joint Board shall convene a meeting for the purpose of naming the Collective Purchasing Agent. Thereafter, meetings of the Joint Board may be called by the Executive Director, Chairman, or a majority of the participating municipalities' members of the Joint Board at any time on at least three (3) business days' notice to each Representative and shall be held at the time and place and for the purpose stated in the call of the meeting. There shall be at least one (1) meeting of the Joint Board annually.

(d) Terms. The term of office of a Representative to the Joint Board is coextensive with the Representative's term as a member of the Board of Directors of the District.

(e) Successors. If any Representative resigns, is removed by a participating Party, or otherwise ceases to serve, a Party's approval of a new appointment to the Board of Directors of the District shall constitute approval of the same appointment as a Representative to the Joint Board.

(f) Powers of the Joint Board. The Joint Board shall have the power to enter into contracts necessary to carry out the purpose of this Interlocal Agreement. The Joint Board shall have no authority to make appointments (either individually or jointly) to fill vacancies on the Joint Board without the approval of the Party which appointed the initial Representative to the Joint Board.

(g) Establishment and Maintenance of Budgets. If it is deemed necessary by the Joint Board, the Joint Board shall establish and maintain a budget for this joint undertaking, the costs of which shall be shared by the participating municipalities paid from the fees described in Section 2.3 (b) before distribution as described in Section 2.3(c).

Section 2.5.Manner of Acquiring, Holding and Disposing of Property. All property used in the fulfillment of this Interlocal Agreement shall be acquired, held and disposed of as described in Section 2.1(c) hereof, or as otherwise provided by applicable Indiana statutes, including but not limited to IC 5-22 et. seq.; IC 36-1 et. seq.; and IC 13-21 et. seq..

### ARTICLE III REPRESENTATIONS AND WARRANTIES

Section 3.1. Representations and Warranties of Each Party. Each Party hereby represents and warrants that:

(a) the Party has taken all necessary actions and has received all necessary approvals and consents (including the approval by the fiscal body of each Party) and adopted all necessary ordinances and/or resolutions in order to execute and deliver this Interlocal Agreement and to perform its obligations hereunder;

(b) the execution, delivery and performance of this Interlocal Agreement by the Party is within the power and authority of the Party and does not violate the laws of the State (or any other federal or local law) applicable to the Party or any other applicable federal, State or local ordinance, resolution, rule or regulation;

(c) the execution, delivery and performance of this Interlocal Agreement has been duly authorized and this Interlocal Agreement is the legal, valid and binding obligation of the Party enforceable against the Party in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium, fraudulent conveyance, reorganization and similar laws now or hereafter in effect relating to creditors' rights generally, and subject to general principles of equity (whether applied in a proceeding at law or in equity);

(d) the certificates delivered heretofore or hereafter by the Party in connection with this Interlocal Agreement, as of the date specified therein, are true and complete and contain no material misstatements of fact or omissions that render them misleading; and,

(e) the execution, delivery and performance of this Interlocal Agreement do not conflict with or result in the breach or termination of, or otherwise give any other person the right to terminate, or constitute a default, event of default or an event, which, with notice or lapse of time, or both, would constitute a default or an event of default under the terms of any contract or permit to which the Party is a party or by which the Party or its properties are bound.

### ARTICLE IV AMENDMENT AND TERMINATION

Section 4.1. Amendment. Unless explicitly set forth otherwise herein, this Interlocal Agreement may be amended only by the written agreement of two thirds (2/3) of the member Parties, after the receipt of any written consent hereafter required by any other document executed in connection with the fulfillment of the purpose of this Interlocal Agreement. This Interlocal Agreement may be amended to add parties eligible under the Act.

Section 4.2. Termination. This Interlocal Agreement shall continue in full force and effect until terminated as set forth in Section 2.1 hereof.

Section 4.3.Review. This Interlocal Agreement should be reviewed at least annually, or more often when necessary, to facilitate the timely passage of any amendments which may needed to address any unresolved and/or new issues, to insure the just, proper, effective and efficient operation of this Agreement and to further the purposes of this Agreement.

### ARTICLE V REMEDIES, WAIVER AND IMMUNITY

Section 5.1. Remedies.

(a) In the event of any breach or violation of any obligation of any Party, the sole and exclusive remedy of the other Party under this Interlocal Agreement shall be the remedy of specific performance by the Party responsible for such obligation. No Party shall have any right to monetary damages or any other remedy for any breach or violation by any other Party of any obligation of that Party under this Interlocal Agreement, except the remedy of specific performance by the Party responsible for such obligation.

(b) Any action, suit or other proceeding for any breach or violation by any Party of any obligation under this Interlocal Agreement shall be instituted, prosecuted and maintained only in a court of competent jurisdiction in Lake County, Indiana.

(c) No action, suit or other proceeding for any breach or violation by any Party of any obligation under this Interlocal Agreement shall be instituted, prosecuted or maintained by the other Party, unless, prior to instituting such action, suit or other proceeding: (i) the other Party seeking to institute such action, suit or other proceeding has given the Party notice of such breach or violation and demand for performance; and (ii) the Party upon which notice was served has failed to cure such breach or violation within 60 days after such notice.

Section 5.2. Waiver. Any failure by a Party to institute any suit, action or other proceeding for any breach or violation by the other Party of any obligation under this Interlocal Agreement, within 180 days after compliance with Section 5.1(c), shall constitute a waiver by such Party of such breach or violation, and, after such waiver, no remedy shall be available to such Party for the breach or violation.

Section 5.3 Immunity of Officers, Directors, Members, Employees and Agents. No recourse shall be had for any claim based upon any obligation in this Interlocal Agreement against any past, present or future official, officer, director, member, employee or agent of the Parties, as such, under any rule of law or equity, statute or constitution. However, the Joint Board reserves and retains the ability to legally proceed against any individual who willfully misappropriates monies or property of the Joint Board.

## ARTICLE VI MISCELLANEOUS

Section 6.1. Governing Law. This Interlocal Agreement is executed by the Parties and delivered in the State and with reference to the laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the laws of the State.

Section 6.2. Counterparts. This Interlocal Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

Section 6.3. Severability. The, sections, sentences and provisions of this Interlocal Agreement are severable, and if any one or more of such sections, sentences or provisions (the "Conflicting Provisions") are in conflict with any applicable laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Interlocal Agreement and this Interlocal Agreement may be amended pursuant to the terms hereof to remove the Conflicting Provisions; provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Interlocal Agreement or render invalid or improper any action taken or omitted prior to the delivery or removal of the Conflicting Provisions.

Section 6.4. Interlocal Agreement. This Interlocal Agreement is intended to be an interlocal agreement or contract, pursuant to the Act, in which the Parties have undertaken to provide that which is required by the Act. If and to the extent this Interlocal Agreement is not such an interlocal agreement or contract, this Interlocal Agreement shall be deemed to include such terms not otherwise included herein and to exclude such terms not otherwise excluded herefrom, as are necessary to cause this Interlocal Agreement to be deemed a valid interlocal agreement or contract under State law.

Section 6.5. Gender; Section Headings and Table of Contents.

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa. Unless otherwise indicated, the words "hereof," "herein," "hereby" and "hereunder" or words of similar import refer to this Interlocal Agreement as a whole and not to any particular article, section, subsection, clause or other portion of this Interlocal Agreement.

(b) Any headings preceding the texts of the several articles and sections of this Interlocal Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Interlocal Agreement nor affect its meaning, construction or effect.

Section 6.6. No Assignment. No Party may sell, assign, pledge or otherwise transfer any of its rights or benefits under this Interlocal Agreement to any other Person, and any purported sale, assignment, pledge or other transfer shall be null and void.

Section 6.7. No Partnership. This Interlocal Agreement does not create or constitute an association of two or more Persons to carry on as co-owners a business for profit, and none of the Parties intends this Interlocal Agreement to constitute a partnership or any other joint venture or association, except as expressly provided in this Interlocal Agreement.

Section 6.8. Limitation of Rights. Nothing expressed or implied in this Interlocal Agreement is intended to give, or shall give, to any other Person, other than the Parties, any legal or equitable right, remedy or claim under or with respect to this Interlocal Agreement or any rights or obligations hereunder. This Interlocal Agreement and the rights and obligations hereunder are intended to be, and shall be, for the sole and exclusive benefit of the Parties.

Section 6.9. Notice. Unless oral notice is otherwise allowed in this Interlocal Agreement, all notices required to be sent under this Interlocal Agreement:

- (a) shall be in writing;

(b) shall be deemed to be sufficient if given by (i) depositing the same in United States mail, postage prepaid, or (ii) electronically transmitting such notice by any means such as by facsimile transmission, or (iii) depositing the same with a courier delivery service for delivery on the following business day, addressed to the Person entitled thereto at his, her or its address or facsimile number as provided herein:

District: Jeff Langbehn, Executive Director  
Lake County Solid Waste Management District  
7820 Broadway  
Merrillville, IN 46410

Municipality: **Town of Highland**  
3333 Ridge Road  
Highland, Indiana 46322-2089

Attention: Michael W. Griffin, Clerk-Treasurer and  
Brian Novak, Town Councilor

Who may be reached alternatively at the following electronic addresses:

[mgriffin@highland.in.gov](mailto:mgriffin@highland.in.gov)  
[bnovak@highland.in.gov](mailto:bnovak@highland.in.gov); and,

(c) shall be deemed to have been given on the day of such mailing, transmission or deposit.

Section 6.10. Performance Due on other than a Business Day. If the last day for taking any action under this Interlocal Agreement is a day other than a business day, such action may be taken on the next succeeding business day and, if so taken, shall have the same effect as if taken on the day required by this Interlocal Agreement.

Section 6.11. Waiver of Assent. Notice of acceptance of or other assent to this Interlocal Agreement is hereby waived.

Section 6.12. Entire Agreement. This Interlocal Agreement shall constitute the entire agreement of the Parties with respect to the subject matter.

Section 6.13. Disputes. In the event of any dispute arising under this Interlocal Agreement between the Parties, the Parties agree to attempt to resolve the dispute through negotiation or a method of alternative dispute resolution. No litigation shall be commenced without notice by a Party to the other Party that the dispute cannot be resolved by negotiation or alternative dispute resolution provided in writing at least ten days before commencing legal action.

Section 6.14. Writings. Whenever this Interlocal Agreement requires a notice, instrument or confirmation to be in writing or a written report to be made or a written record to be maintained, it shall be sufficient if such writing is produced or maintained by electronic means or maintained by any other photostatic, photographic or electronic data storage method such as duplicating electronically stored data onto a disk, tape, drum or any other medium of electronic data storage, as well as on paper, provided that to the extent any such item is subject to Indiana Code 5-15-1-1, as amended, such item shall be maintained in accordance with the provisions of Indiana Code 5-15-1-1, as amended.

Section 6.15. Effective Date. This Interlocal Agreement shall become effective on the date first posted on page 1 of this Interlocal Agreement.

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

**LAKE COUNTY SOLID WASTE MANAGEMENT DISTRICT**

By: \_\_\_\_\_  
Rick Niemeyer, Chairman  
Lake County Solid Waste Management District

**TOWN OF HIGHLAND, LAKE COUNTY, INDIANA**

Approved by the Town of Highland, Lake County, Indiana by its Town Council at its meeting of Monday, June 25, 2012 by a vote of 4 in favor and 0 opposed.

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

Highland Town Council

Attest:

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

6. **Resolution No. 2012-30:** An Exigent Resolution Providing For The Transfer Of Appropriation Balances From And Among Major Budget Classifications In The Town Hall Department Of The Corporation General Fund As Requested By The Proper Officer And Forwarded To The Town Council For Its Action Pursuant To IC 6-1.1-18-6.

Councilor Novak moved, seconded by Councilor Kuiper, the passage and adoption of Resolution No. 2012-30. Upon a roll call vote, there were four affirmatives and no negatives. The motion passed. The resolution was adopted.

TOWN OF HIGHLAND  
APPROPRIATION TRANSFER RESOLUTION  
RESOLUTION NO. 2012-30

AN EXIGENT RESOLUTION PROVIDING for the TRANSFER of APPROPRIATION BALANCES from and AMONG MAJOR BUDGET CLASSIFICATIONS in the TOWN HALL DEPARTMENT of the CORPORATION GENERAL FUND as REQUESTED BY THE PROPER OFFICER AND FORWARDED to the TOWN COUNCIL for its ACTION PURSUANT TO IC 6-1.1-18-6.

WHEREAS, It has been determined that certain exigent conditions have developed since adoption of the original budget and it is now necessary to transfer certain appropriations into different categories than were initially appropriated for the various functions of the **Town Hall Department of the Corporation General Fund**;

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

**Section 1.** That for the expenses of said municipality, the following appropriations are hereby transferred and set apart out of the funds hereinafter named for the purposes specified, subject to the laws governing the same, such sums herein transferred unless otherwise stipulated by law;

**Section 2.** That it has been shown that certain existing unobligated appropriations of the **Town Hall Department of the Corporation General Fund** which are not needed at this time for the purposes for which originally appropriated, and may be transferred to a category of appropriation in order to satisfy an existing need, as follows:

CORPORATION GENERAL FUND

**Town Hall Department**

Reduce Account: #111.16 Janitorial Services	<u>\$1,300.00</u>
<i>Total 100 Series Reductions</i>	\$1,300.00
Increase Account: #220.08 Town Hall & Monument Flags	<u>\$1,300.00</u>
<i>Total 200 Series Increases</i>	\$1,300.00
<b>Total of All Fund Decreases:</b>	<b>\$1,300.00</b>
<b>Total of All Fund Increases:</b>	<b>\$1,300.00</b>

DULY RESOLVED and ADOPTED this 25<sup>th</sup> Day of June 2012 by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of 4 in favor and 0 opposed.

TOWN COUNCIL of the TOWN of  
HIGHLAND, INDIANA

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

Attest:

Michael W. Griffin, IAMC/MMC/CPFA

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

7. **Works Board Order No. 2012-25:** An Order An Order Authorizing and Approving an Amendment to existing Agreement between O.W. Krohn & Associates, LLP and the Town of Highland to Perform Professional Financial Reporting and Support Services.

Councilor Novak moved, seconded by Councilor Kuiper, the passage and adoption of Works Board Order No. 2012-25. Upon a roll call vote, there were four affirmatives and no negatives. The motion passed. The order was adopted.

**THE TOWN OF HIGHLAND  
ORDER of the WORKS BOARD NO. 2012-25**

**An Order Authorizing and Approving a Modification to the Agreement between O.W. Krohn & Associates, LLP and the Town of Highland to Perform Professional Financial Reporting and Support Services.**

**Whereas,** The Town of Highland, through its Town Council, which is the Works Board of the Municipality pursuant to I.C. 36-1-2-24(3), has heretofore determined that the establishment of accessible, organized and accurate annual comprehensive financial report, subject to certain financial guidelines of the State and Federal governments supports transparency and assists in lowering capital costs for future debt financing as well as supporting the maintenance of the ratings for existing debt in the course of repayment and thereby highly desirable;

**Whereas,** The Clerk-Treasurer reports that owing to limitations in organizational capacity, there is the need to engage professional support and assistance to train staff and prepare the financial statements to conform to the appropriate standards;

**Whereas,** O.W. Krohn and Associates, LLP, has offered and presented an letter proposal to provide and furnish professional support and accounting services in consideration for fees to be charged and billed periodically based upon a lump sum of the value of the services completed, including expenses, in a not-to-exceed amount of twenty thousand, dollars (\$20,000), which was approved by the Town Council; and

**Whereas,** The Clerk-Treasurer reports that over the course of preparing the work papers transitioning from the former preparers work, and providing guidance to staff that will allow less cost of preparation in the future, the Clerk-Treasurer has become concerned that owing to the emerging work requirements, it will become necessary to authorize an increase in the not-to exceed amount of the professional services letter proposal (agreement), and now wishes to obtain authorization for an increased amount;

**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);

**Whereas,** The Clerk-Treasurer, as purchasing agent in the associated matter, is prohibited from entering into a service agreement that exceeds \$10,000 without the express approval of the purchasing agency, which in this case, is the Town Council, all pursuant to Section §31.18(C) and Section § 31.19 (B)(1) of the Highland Municipal Code;

**Whereas,** The Town of Highland, through its Town Council now desires to approve the project and to accept and approve the agreement for services as herein described, authorize the desired not to exceed amount.

**Now Therefore Be it Ordered** by the Town Council of the Town of Highland, Lake County, Indiana;

**Section 1.** That the engagement letter proposal to provide and furnish professional support and accounting services in consideration for fees to be charged and billed periodically based upon a lump sum of the value of the services completed, including expenses, in a not-to-exceed amount of twenty thousand, dollars (\$20,000), previously approved by the Clerk-Treasurer and the Town Council, as purchasing agent, and Purchasing authority, between O.W. Krohn and Associates, LLP, and the Town of Highland, remains approved, adopted and ratified in each and every respect;

**Section 2.** That based upon the request of the Clerk-Treasurer, the terms and charges under the agreement to furnish professional support and accounting services related to the comprehensive annual financial report in consideration for fees to be charged and billed periodically based upon a lump sum of the value of the services completed, including expenses, are authorized to be increased by the additional amount of eighteen thousand five hundred dollars (\$18,500), which remains lower that it would otherwise render, owing to work that will be and is performed by the Clerk-Treasurer and staff in the preparation of the CAFR, and that the increase to the agreement is found to be reasonable and fair;

**Section 3.** That the Clerk-Treasurer be hereby authorized to appropriately allocate the costs associated with the professional services agreement between and among governmental and utility funds and further to execute the Agreement with his signature.

**Be is so Ordered.**

DULY, PASSED AND ADOPTED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 25<sup>th</sup> day of June 2012 having passed by a vote of 4 in favor and 0 opposed.

TOWN COUNCIL of the TOWN of  
HIGHLAND, INDIANA

Bernie Zemen, President

Attest:

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

8. **Works Board Order No. 2012-26:** An Order Approving and Authorizing An agreement between Joey Reza Tours and Events and the Town of Highland to provide Entertainment services in Support of the Community events Commission's Annual Independence Day Festival Conducted at Main Square.

Councilor Herak moved, seconded by Councilor Novak, the passage and adoption of Works Board Order No. 2012-26. Upon a roll call vote, there were four affirmatives and no negatives. The motion passed. The order was adopted.

THE TOWN of HIGHLAND  
ORDER OF THE WORKS BOARD NO. 2012-26

AN ORDER APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN JOEY REGA TOURS AND EVENTS AND THE TOWN OF HIGHLAND TO PROVIDE ENTERTAINMENT SERVICES IN SUPPORT OF THE COMMUNITY EVENTS COMMISSION'S ANNUAL INDEPENDENCE DAY FESTIVAL CONDUCTED AT MAIN SQUARE.

**Whereas**, Pursuant to IC 36-10-2-2, the Town of Highland, as a municipal government has express powers to establish, aid, maintain, and operate public parks, playgrounds, and recreation facilities and programs; and

**Whereas**, *Joey Rega Tours and Events* has offered and presented an agreement to provide and **furnish bands, performers and related entertainment** services in support of the annual Independence Day Festival in consideration for fees based upon a lump sum of the value of Seventeen Thousand Dollars (\$17,000); 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 Community Events Commission has approved and recommends the approval by the Town Council as Paying Agency, of the agreement with *Joey Rega Tours and Events*; and

**Whereas**, The Town of Highland, through its Town Council now desires to approve the project and to accept and approve the agreement for services as herein described.

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

**Section 1.** That the Professional Entertainment Services proposal, (incorporated by reference and made a part of this Order) between *Joey Rega Tours and Events* and the Town of Highland, is hereby approved, adopted and ratified in each and every respect;

**Section 2.** That the terms and charges under the agreement to provide entertainment services from June 28 through July 2012 in the amount of Seventeen Thousand Dollars (\$17,000.00), to cover the compensation for all bands, performers and production services is found to be reasonable and fair;

**Section 3.** That the Town of Highland, through its Board of Works, believes that *Joey Rega Tours and Events* has demonstrated professional competence and qualifications to perform the particular professional services called for in the Agreement and associated project;

**Section 4.** That the Clerk-Treasurer and the President of the Community Events Commission be authorized to execute the Agreement with their signatures.

**Be is So Ordered.**

DULY, PASSED AND ADOPTED by the Town Council of the Town of Highland, Lake County, Indiana this 25 day of June, 2012 having passed by a vote of 4 in favor and 0 opposed.

TOWN COUNCIL of the TOWN of  
HIGHLAND, INDIANA

Bernie Zemen, President

Attest:

Michael Griffin, IAMC/MMC/ CPFA  
Clerk-Treasurer

9. **Proposed Ordinance No. 1513:** An Ordinance To Amend Provisions In The Compensation And Benefits Ordinance And Further Amend The Purchasing Code to Bring Both Into Compliance With The Nepotism Provisions Of IC 36-1-20.2 And IC 36-1-21 Et Seq.

Councilor Herak introduced and moved the consideration on the same night of introduction of Ordinance No. 1513. Councilor Novak seconded. Upon a roll call vote, a unanimous vote being necessary, there were four affirmatives and no negatives. The motion passed. The ordinance could be considered at the same meeting of its introduction.

Councilor Herak moved the passage and adoption on the same night of introduction of Ordinance No. 1513. Councilor Kuiper seconded. Upon a roll call vote, a two-thirds vote being necessary (4 votes in affirmative), there were four affirmatives and no negatives. The motion passed. The ordinance was adopted at the same meeting of its introduction.

ORDINANCE No. 1513  
of the  
TOWN of HIGHLAND, INDIANA

AN ORDINANCE to AMEND PROVISIONS IN THE COMPENSATION and BENEFITS ORDINANCE and further AMEND the PURCHASING CODE to BRING BOTH INTO COMPLIANCE WITH THE NEPOTISM PROVISIONS of IC 36-1-20.2 and IC 36-1-21 et seq.

**WHEREAS**, The Indiana General Assembly in 2012 passed and the Governor signed, HEA 1005 entitled Nepotism; Conflict of Interest;

**WHEREAS**, P.L. 135-2012, Section 7 codified as IC 36-1-20.2, requires the Town of Highland to establish a policy concerning nepotism, which in pertinent part defines relative and direct supervision differently than the current policy located in the Compensation & Benefits Ordinance, commonly called the Municipal Employee's Handbook;

**WHEREAS**, P.L. 135-2012, Section 8 codified as IC 36-1-21, requires the Town of Highland to establish a policy concerning contracting with relatives of elected officials;

**WHEREAS**, IC 36-1-20.2 and IC 36-1-21 become effective July 1, 2012, and it is desirable that the Town of Highland adopt the necessary minimum provisions in order to comply with the new laws;

**WHEREAS**, The Town Council believes it is in the best interests of the residents of the Town of Highland to modify and adopt policies the minimum requirements of Chapters 20.2 and 21 of IC 36-1, ;

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

**Section 1.** That Section § 3.05 entitled Employment of Relatives of the Compensation and Benefits Ordinance is hereby repealed;

~~§ 3.05.1 Subject to exceptions defined in this section, the Town will not refuse to employ or discriminate against an individual in terms, conditions or privileges of employment because another member of the individual's family is an employee of the Town.~~

~~§ 3.05.2 The Town will not employ family members where an employee would be in a supervisory relationship over a member of that individual's family, or where there are other bona fide business reasons not to employ a member an employee's family. The employment of relatives will be considered on a case by case basis according to the facts, which arise in each situation and will be submitted to the governing board of jurisdiction for approval prior to a commitment to hire. Whenever family members are employed, neither will be responsible for conducting performance evaluations for the other.~~

~~§ 3.05.3 For purposes of this section, "a member of an individual's family" includes current spouse, child, step child, parent or step parent, current mother in law, current father in law, brother, sister, grandparents, current spouse's grandparents or grandchildren and any person residing in the same household with the individual.~~

Section 2. That the Compensation and Benefits Ordinance is hereby amended by adding a new, successor section, to be numbered Section §3.05, which shall be entitled **Nepotism and Employment**, which shall read as follows:

**Section § 3.05 Nepotism and Employment**

§ 3.05.01 All elected and appointed officials as well as employees of the Town of Highland are hereby directed to fully comply with the provisions of IC 36-1-20.2, which is adopted as the policy of the Town of Highland;

§ 3.05.02 Individuals who are relatives may not be employed by the Town of Highland, its executive departments, or utilities, in a position that results in one (1) relative being in the direct line of supervision of the other relative.

§ 3.05.03 For the purposes of this policy, "direct line of supervision" means an elected officer or employee who is in a position to affect the terms and conditions of another individual's employment, including making decisions about work assignments, compensation, grievances, advancement, or performance evaluation. The term does not include the responsibilities of the executive, legislative body, or fiscal body of a unit, as provided by law, to make decisions regarding salary ordinances, budgets, or personnel policies of the Town.

§ 3.05.04 (a) For the purposes of this policy, "relative" means any of the following:

- (1) A spouse.
- (2) A parent or stepparent.
- (3) A child or stepchild.
- (4) A brother, sister, stepbrother, or stepsister.
- (5) A niece or nephew.
- (6) An aunt or uncle.
- (7) A daughter-in-law or son-in-law.

(b) For purposes of this section, an adopted child of an individual is treated as a natural child of the individual.

(c) For purposes of this section, the terms "brother" and "sister" include a brother or sister by the half blood.

§ 3.05.05 For the purposes of this policy, "employed," means an individual who is employed by the Town of Highland on a full-time, part-time, temporary, intermittent, or hourly basis. The term does not include an individual who holds only an elected office. *The term includes an individual who is a party to an employment contract with the unit.*

§ 3.05.06 For the purposes of this policy, "member of the fire department" means the fire chief or a firefighter appointed to the department. The performance of the duties of a volunteer firefighter is not considered employment by the Town under the terms of this policy. Furthermore, "member of the police department" means the police chief or a police officer appointed to the department. ;

§ 3.05.07 *Exemption.* For the purposes of this policy, an individual who is employed by a unit on July 1, 2012, is not subject to this policy unless the individual has a break in employment with the Town of Highland. The following are not considered a break in employment with the unit: (1) The individual is absent from the workplace while on paid or unpaid leave, including vacation, sick, or family medical leave, or worker's compensation; and (2) The individual's employment with the Town of Highland is terminated followed by immediate reemployment by the unit, without loss of payroll time.

§ 3.05.08 An individual who is employed by the Town of Highland on the date an individual's relative begins serving a term of an elected office of the Town; and that individual is not subject to the exemption under Section 3.05.07, may remain employed by the Town of Highland and maintain the individual's position or rank even if the individual's employment would violate Section § 3.05.02 of this ordinance. However, that individual may not be promoted to a position if the new position would result in a violation of Section 3.05.02 of this ordinance.

§ 3.05.09 *Duties of Elected Officers.* Each elected officer of the Town shall annually certify in writing, subject to the penalties for perjury, that the officer has not violated Section § 3.05 and IC 36-1-20.2. An officer shall submit the certification to the executive (Town Council President) of the Town not later than December 31 of each year. Furthermore, the annual report filed by the Town of Highland with the state board of accounts under IC 5-11-13-1 must include a statement by the executive (Town Council President) of the Town of Highland stating whether the unit has implemented a policy under this chapter.

**Section 3.** That the Purchasing Code of Highland is hereby amended by adding a new subchapter, which shall be entitled **Nepotism Rules Regarding Contracts**, including sections §31.24 through §31.26 which shall read as follows:

*Nepotism Rules Regarding Contracts*

**Section § 31.24** DEFINITIONS

(A) For the purposes of this subchapter, "*elected official*" means: (1) a member of the legislative body of the unit; or (2) a member of the fiscal body of the Town of Highland.

(B) For the purposes of this subchapter, "*relative*" means any of the following:

- (1)
  - (a) A spouse;
  - (b) parent or stepparent;
  - (c) A child or stepchild;
  - (d) A brother, sister, stepbrother, or stepsister;
  - (e) A niece or nephew;
  - (f) An aunt or uncle;
  - (g) A daughter-in-law or son-in-law

(2) In addition, an adopted child of an individual is treated as a natural child of the individual and the terms "*brother*" and "*sister*" includes a brother or sister by the half blood.

**Section § 31.25** SPECIAL REQUIREMENTS FOR CONTRACTS INVOLVING RELATIVES.

(A) The Town of Highland, its executive departments and utilities may enter into a contract or renew a contract for the procurement of goods and services or a *contract for public works* with an individual who is a relative of an elected official; or a business entity that is wholly or partially owned by a relative of an elected official. *only if the requirements* of this section are satisfied and the elected official does not violate IC 35-44-1-3;

(B) The Town of Highland, its executive departments and utilities may enter into a contract or renew a contract with an individual or business entity described in subsection (A) provided as follows:

(1) the elected official files with the Town a full disclosure, which must be in writing, describe the contract or purchase to be made by the Town, describe the relationship that the elected official has to the individual or business entity that contracts or purchases, be affirmed under penalty of perjury, be submitted to the Town Council of and be accepted by it in a public meeting of that body prior to final action on the contract or purchase, and the disclosure must be filed, not later than fifteen (15) days after final action on the contract or purchase, the state board of accounts and the clerk of the circuit court of Lake County;

(2) Further, the appropriate agency or contracting body of the Town must make a certified statement that the contract amount or purchase price was the lowest amount or price bid or offered; or make a certified statement of the reasons why the vendor or contractor was selected;

(3) Further still, the Town of Highland must satisfy any other requirements under IC 5-22 or IC 36-1-12;

(4) An elected official shall also comply with the disclosure provisions of IC 35-44-1-3, if applicable.

(C) This section does not affect the initial term of a contract in existence at the time the term of office of the elected official of the Town begins

**Section § 31.26** ANNUAL CERTIFICATION BY ELECTED OFFICERS

(A) Each elected officer of the Town as defined herein, shall annually certify in writing, subject to the penalties for perjury, that the officer is in compliance with this chapter. An officer shall submit the certification to the executive (Town Council President) of the Town of Highland not later than December 31 of each year.

(B) The annual report filed by a unit with the state board of accounts under IC 5-11-13-1 must include a statement by the executive of the unit stating whether the unit has implemented a policy under IC 36-1-21.

**Section 4.** That the proper officers will develop an implementation plan, that should be in writing, and may include development of organizational charts for the several departments, compiling a list of all employees in employment status as of July 1, 2012, creating a strategy for communicating the policy change under law to elected and appointed officers as well as employees and potential contractors; as well as such other steps as may be seen as most prudent, desirable and necessary for the implementation and compliance with the provisions of IC 36-1-20.1 and IC 36-1-21;

**Section 5.** 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 the date of its passage and adoption, pursuant to any effective dates herein described and until its repeal or amendment by subsequent enactment;

Introduced and Filed on the 25<sup>th</sup> day of June 2012. Consideration on same day or same meeting of introduction sustained a vote of 4 in favor and 0 opposed, pursuant to IC 36-5-2-9.8.

**DULY ORDAINED and ADOPTED** this 25<sup>th</sup> Day of June 2012, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of 4 in favor and 0 opposed.

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

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

Attest:

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

10. Authorize the proper officer to publish a notice for proposed additional appropriations in the Safe Neighborhood Grant Fund in the amount of \$79,452.00 plus an additional amount to be discretely presented upon receipt of the information.

Councilor Novak moved to authorize the proper officer to publish a legal notice as indicated above. Councilor Herak seconded. Upon a roll call vote, there were four affirmatives and no negatives. The motion passed. The legal notice and the hearing were authorized.

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

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

Councilor Herak recognized the Parks and Recreation Superintendent who reported on the purchase of new electronic signs, and a student film project involving the parks and "green" awareness.

Councilor Herak recognized the Public Works Director who offered a cursory report regarding matters before the Board of Sanitary Commissioners.

Councilor Herak recognized the Building Commissioner who reported on matters before the Plan Commission. The Building Commissioner also offered an update regarding Unsafe Building enforcement in Town.

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

Councilor Vassar was absent owing to a work commitment.

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

Councilor Kuiper recognized the Fire Chief who offered cautions about fireworks and encouraged those in attendance to observe safety if using legal fireworks.

- **Councilor Brian Novak:** • *Advisory Board of Zoning Appeals, Liaison* • *Traffic Safety Commission Member* • *Northwestern Indiana Regional Planning Commission member* • *Lake County Solid Waste Management District Board Member.*

Councilor Novak recognized the Building Commissioner who offered a brief survey regarding matters before the Advisory Board of Zoning Appeals.

Councilor Novak also recognized the Metropolitan Police Chief who offered a cursory survey of matters before the Traffic Safety Commission.

With leave from the Town Council, Councilor Herak reported a complaint he had received regarding parking signs and signage near the Lake County Public Library, Highland Branch on Jewett Street regarding the duration of patron parking. Councilor Herak suggested that the situation should be monitored and enforcement measures taken if necessary.

- **Councilor Bernie Zemen:** *Town Executive* • *Chamber of Commerce Liaison* • *Police Pension Board Chairman* • *Plan Commission member* • *Liaison to the Board of Waterworks Directors*

Council President Zemen offered his wishes for a wonderful Independence Day to all.

#### **Comments from the Public or Visitors**

1. Mr. Ted Oberc, 2904 Lincoln Street, Highland, requested that the Town workforce or the proper authority be encouraged to remove the growth that is visible in the fissures in the sidewalks and curbs along portions of Indianapolis Boulevard, particularly along the area of the retail commercial development. Mr. Oberc further opined that unattended, the weeds growing through the sidewalks and curbs presents an unfortunate image to persons coming in to town.

Mr. Oberc inquired further about the dry conditions around the area in which the Town sponsored fireworks show was staged, and whether there was a concern regarding a heightened fire hazard owing to the near drought conditions of recent weeks.

**Payment of Accounts Payable Vouchers.** There being no further comments from the public, Councilor Novak moved to allow the vendors accounts payable vouchers as filed on the pending accounts payable docket, covering the period June 12, 2012 through June 25, 2012 as well as the Payroll Docket for the payday of May 4 of 2012. Councilor Kuiper seconded. Upon a roll call vote, there were three affirmatives and no negatives. The motion passed. The accounts payable vouchers for vendors as well as the payroll dockets were allowed and the Clerk-Treasurer was authorized to make payment.

#### **Vendors Accounts Payable Docket:**

**General Fund**, \$216,742.45; **Motor Vehicle Highway and Street (MVH) Fund**, \$16,993.65; **Law Enforcement Cont. Education and Supply Fund**, \$1,645.41; **Information and Communications Technology Fund**, \$4,222.51; **Corporation Donation Fund**, \$1,178.30; **Special Events Non Reverting Fund**, \$1,852.25; **Special Select Centennial Fund**, \$508.00; **Municipal Cumulative Capital Development Fund**, \$3,969.48; **Traffic Violations and Law Enforcement Agency Fund**, \$5,412.00; **Sexual Predator Grant Fund**, \$8,660.95; **Corporation Capital Fund**, \$2,270.80; **Payroll Fund**, \$412.53. **Total: \$263,868.33.**

**Payroll Docket, payday of May 43, 2012:**

*Council Boards and Commissions*, \$0.00; *Office of the Clerk-Treasurer*, \$12,168.48; *Building and Inspection Department*, \$6,210.92; *Metropolitan Police Department*, \$89,643.49; *Fire Department*, \$2,800.29; *Public Works Department (Agency)*, \$54,233.20; and *Police Pension Trust Fund (1925 Act)*, \$0.00; **Total: \$165,056.38.**

**Adjournment.** Councilor Kuiper moved that the plenary meeting be adjourned. Councilor Novak seconded. Upon a vote *viva voce*, the motion passed. The regular plenary meeting of the Town Council of Monday, June 25, 2012 was adjourned at 7:50 O'clock p.m.

*Study Session.* The Twenty Seventh Town Council of the Town of Highland, Lake County, Indiana met in a study session immediately following the regular meeting on Monday, June 25, 2012 at 7:56 O'clock P.M. in the regular place, but the upper meeting chambers of the Highland Municipal Building, 3333 Ridge Road, Highland, Indiana.

**Silent Roll Call:** Councilors Bernie Zemen, Mark Herak, Konnie Kuiper and Brian Novak were present. Councilor Vassar was absent owing to a work commitment. The Clerk-Treasurer, Michael W. Griffin was present to memorialize the proceedings. A quorum was attained.

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

**General Substance of Matters Discussed.**

1. The Town Council, the Town Attorney, the Public Works Director and the Assistant Public Works Director discussed an incident involving employees in his department (agency), in particular an episode between a veteran full-time worker, and some female summer workers. The Public Works Director reported that the matter involved inappropriate remarks believed to have been made by the worker of a sexual explicit nature, in the audible and proximate to some female summer workers. The incident it was suggested, raised concerns about the creation of a hostile work place and related concerns regarding harassment.

In the course of the discussion, the Town Council the Town Attorney, the Public Works Director and the Assistant Public Works Director dilated upon issues such as manner and consistency of documentation, the record of the full-time worker's previous documented disciplinary responses, the nature of the particular incident - one deemed in the Compensation and Benefits ordinance (Municipal Employee Handbook) as a major infraction, (Section 8.02 (P)) which could subject the offending worker to enforced separation (discharge) from employment. The discussion further noted that Compensation and Benefits ordinance (Municipal Employee Handbook) also prescribed a Sexual Harassment Policy, located in Section § 9.03, in which the conduct discussed was proscribed.

During discussion, there was some exploration whether the disciplinary response should be enforced separation. It was noted that the Public Works Director was the responsible officer

tasked with taking the step he deemed necessary and appropriate and that it may include enforced separation or discharge of the offending worker.

2. The Town Council and the Public Works Director discussed the condition of sidewalks at 3004 Garfield Street in which the property owner represented his belief that the poor condition of approximately 25 feet of sidewalk near the address was caused by contractors doing work associated with a Sanitary District improvement project. An underground asset was repaired and five feet of sidewalk at the address was replaced in consequence of the underground work. The Public Works Director reported that he had reviewed the sidewalk and the property owner's claim. The Public Works Director did not share the opinion of the property holder regarding the cause of the sidewalk condition.

The Public Works Director indicated that a Works Board Order could be adopted by the Town Council if it was its desire to remedy the sidewalk.

There being no further matters to discuss, the Study Session following the plenary business meeting of Highland Town Council of Monday, June 25, 2012 was adjourned at 9:20 p.m. O'clock.

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