

**Topics Tentatively Scheduled for Study Session Discussion
and
Topics Requested for Action at Future Business Meetings of the Twenty-Ninth
Town Council of Highland**

**Monday, January 06, 2020: Study Session
Plenary Meeting room**

1. Discuss the Provision in Compensation and Benefits Ordinance regarding Section 125 Plan. (*Increased costs for Valued Added Card and related services*) *Currently the service fees are paid by AFLAC and the fees have increased profoundly.*)
2. Discuss status of Webs services and newsletter content media provider (Idea Factory and what of IT Services?) (Proposals or former contract attached.)
3. Discuss the appointments for the forthcoming meeting. (Summary list of appointments due and the appointment authority matrix.)
4. Issue Session Binder Books for the Town Councilors and if time permits, a cursory guided review of its contents.

II.

• Plenary Business Meeting of Monday, January 13, 2020 Likely matters

- X. Accounts payable vouchers Docket for the period of December 24, 2019 to January 13, 2020 in the amount of \$ _____.
- X. Minutes of the Meeting of Monday December 23, 2019 and Quadrennial Meeting January 1, 2020.
- X. Appointments for Boards and Commissions.
- X. An Ordinance amending the municipal code to establish service charges for escort services unrelated to accidents or funerals for all departments further ratifying the unauthorized invoicing of July 29, 2019 NOT ACCIDENT RESPONSE FEES. Introduced on 9.09.2019. No further action. (**NOT READY/ Since this was introduced in a prior session – the 28th Town Council, this will need to be reintroduced when ready.**)
- X. Action to renew Publication and Web Content agreement for Month of January with Idea Factory.
- X. Action to renew IT Consultancy services agreement with CBL, Inc.

Excerpts for Section 125 Plan

§ 6.03.02 IRC Section 125 “Flex Plan”

The Town of Highland will provide a “full flex” plan pursuant to and as outlined in § 125 of the Internal Revenue Code. **The plan will provide for conversion of employee premiums for group health insurance provided by the Town as employer.** It will further provide for election by covered employees and officials to convert a medical reimbursement account and a dependent care reimbursement account. The governing body may from time to time adopt third party services agreements to carry out portions of the plan. Details of the plan shall be maintained as a plan document and retained on file.

§ 6.03.04 Employee Contribution for Certain Group Insurance Premiums

(A) All eligible employees of the town hereinafter defined shall share the cost of the group health premium, which are to be paid through a salary reduction (payroll deduction) taken as a pre-tax payment according to the terms of a duly authorized IRC Section 125 Plan for the Town of Highland. The amount of the shared premium shall be fixed by ordinance as may be passed from time to time. All eligible employees and elected officers may elect to include spouses and dependents under their group coverage, except that select part-time workers eligible for group coverage may only elect to include dependents and not spouses under their group coverage.

We have 4 employees signed up for the new plan year starting February 1, 2020. The limit for 2020 Flex Spending account Medical is \$2,750.00 and for Dependent care \$5,000.00 (*We have not had anyone sign up for the Dependent care in many yrs.*) We only have 4 employees enrolled for plan year starting 2/1/2020.

Dear TASC Client:

At TASC, we continuously make significant investments in our infrastructure, proprietary systems, and team in order to deliver more efficient and reliable service to our clients. These investments allow us to improve our technology tools and service offerings to create the best customer experience possible. We also employ a team of compliance experts and legislative analysts to stay ahead of regulatory changes that could impact your plan.

These investments come at a cost and occasionally necessitate a fee increase to help offset them. Each year, TASC calculates its annual fee increase based on a three-year average of the [Consumer Price Index](#) (CPI), a figure calculated by the U.S. Bureau of Labor Statistics. Accordingly, we will apply a **2.8%** fee increase for 2020.

Below are your adjusted fees for 2020:

| Plan | Service Offering | Per Participant Fee | Minimum Monthly Fee | Annual Renewal Fee |
|---------------------------------------|-------------------------|----------------------------|----------------------------|---------------------------|
| 4404-7454-5643 TOWN OF HIGHLAND | FlexSystem | \$5.76 | \$96.59 | \$121 |

Please note:

- If applicable, a *Per Participant* administration fee or a *Minimum Monthly* administration fee will apply to your plan.
- Any additional fees associated with your plan (which normally appear as separate line items on your invoices) are not listed above, as those fees are not subject to the annual CPI increase and will remain unchanged from the previous billing period.
- This email notification is **not** your invoice. You will receive your invoice separately in the near future. Please do not remit payment based on this notification; instead, kindly wait and remit payment with your invoice as usual.

•
If you have any questions regarding our service offerings, please contact us at 1-800-422-4661.

We appreciate your continued business!

TASC Customer Care

This means the fees for 2020 will be \$1,280.08.

**Total Administrative Services
Corporation (TASC)**

2302 International Lane
Madison, WI 53704-3140

www.tasconline.com



The limit for 2020 Flex Spending account Medical is \$2,750.00 and for Dependent care \$5,000.00 (We have not had anyone sign up for the Dependent care in many yrs.)

We only have 4 employees enrolled for plan year starting 2/1/2020.

**The Town of Highland
Board of Works
Order of the Works Board No. 2019-01**

**AN ORDER AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE IDEA
FACTORY AND THE TOWN OF HIGHLAND TO PERFORM PROFESSIONAL
COMMUNICATIONS AND MEDIA DESIGN AND DEVELOPMENT SERVICES FOR THE
MUNICIPALITY**

Whereas, The Town of Highland, through its Town Council, which is the Works Board of the Municipality has heretofore determined that a need exists to provide greater information to the public regarding the operations and services of the municipality;

Whereas, The Town has heretofore determined that a need exists to engage professional communications and media design and development services to assist and support the provision of greater information to the public regarding the operations and services of the municipality;

Whereas, Robin A. Carlascio and Theresa K. Badovich, d.b.a *The Idea Factory*, a media development and design, communication consulting alliance, has proposed to provide professional editorial services to assist and support the provision of greater information to the public regarding the operations and services of the municipality through the development and promulgation of a municipal newsletter;

Whereas, As purchasing agency, the Town Council may purchase services using any procedure it considers appropriate, pursuant to IC 5-22-6-1; and

Whereas, The Highland Municipal Code provides that, the Town Council may make all contracts for professional services on the basis of competence and qualifications for the type of services to be performed, and negotiate compensation that the public agency determines to be reasonable, pursuant to Section 3.05.090; and

Whereas, There are now or will soon be sufficient and available appropriations balances on hand to support the payments for these services under the agreement, pursuant to IC 5-22-17-3(e); and

Whereas, The Town of Highland, through its Town Council acting as the Works Board now desires 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;

Section 1. That the agreement (incorporated by reference and made a part of this Order) between **Robin A. Carlascio** and **Theresa K. Badovich** doing business as the **Idea Factory**, and the Town of Highland, provide professional editorial services to assist and support the provision of greater information to the public regarding the operations and services of the municipality through the development and promulgation of a municipal newsletter for the period beginning **1 January 2019 through to 31 December 2019** as described herein is hereby approved, adopted and ratified in each and every respect;

Section 2. That the charges under the agreement for the services, in the amount of **\$1,838.55 per issue**, or **\$459.64 per page**, which include publishing and coordinating a monthly newsletter to be distributed as an insert in the monthly utility invoice and other related services; stock images or illustrations at **\$50 per image or illustration**, custom photography or graphics at **\$100 per image or graphic**, and website maintenance and services in the amount of **\$131.33 per week** are found to be reasonable and fair, all pursuant to IC 5-22-6-1 and Section 3.05.090 of the municipal code;

Section 3. That the charges under the terms of the agreement for all the services, will be paid to **The Idea Factory**, after presentation of an invoice for services, following their delivery;


Section 4. That the Town Council President be authorized to execute this agreement under the terms of this order with his signature as attested thereto by the Clerk-Treasurer;

Section 5. That the Town Council President must approve a preliminary edition of the newsletter at least two weeks prior to publication.

Be it so Ordered.

DULY, PASSED, ADOPTED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 14th day of January 2019 having passed by a vote of 5 in favor and 0 opposed.

**WORKS BOARD of the TOWN of
HIGHLAND, INDIANA**


Works Board President (IC 36-5-2-10)

Attest:



Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5)

AGREEMENT

This Agreement made and entered into this 14th day of January 2019, by and between the *TOWN OF HIGHLAND, BY AND THROUGH ITS TOWN COUNCIL* (hereinafter referred to as the "Town"), and *ROBIN CARLASCIO and THERESA BADOVICH d/b/a THE IDEA FACTORY* (hereinafter referred to as "Idea Factory").

WITNESSETH THAT:

WHEREAS, The Town is interested engaging the services of Idea Factory for publishing and coordinating a monthly newsletter (Gazebo Express) to be distributed throughout the Town; and

WHEREAS, Idea Factory is interested in entering into such an agreement and engaging its services to publish and coordinate a monthly newsletter within the Town; and

WHEREAS, The parties wish to reduce their agreement to writing;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

1. Idea Factory agrees to publish and coordinate a monthly newsletter (Gazebo Express) to be distributed in the Town of Highland.

2. The term of this Agreement shall be for one (1) year beginning **January 1, 2019**, through **December 31, 2019**. This Agreement may be renewed by the Town of Highland from year to year based upon approval of the renewal term by the Town at the beginning of each fiscal year.

3. Idea Factory shall be paid for its services rendered pursuant to this Agreement, the sum of \$1,838.55 per issue or \$459.64 per page stock images or illustrations at \$50 per image or illustration, custom photography or graphics at \$100 per image or graphic, **as well as the website maintenance fee of \$131.33 per week** and the monthly fees shall be payable to The Idea Factory at its business address, **1 Courthouse Square, Suite 207, Crown Point, Indiana 46307**.

4. This Agreement may be cancelled by either party upon such party providing the other party thirty (30) days written notice.

5. In the event the Town's appropriations are insufficient to pay the expenses of this Agreement, and upon thirty (30) days written notice being given by the Town to Idea Factory, this Agreement shall become null and void.

6. This Agreement shall be governed by the laws of the State of Indiana and shall be binding upon the parties' heirs, legal representatives, successors, and assigns.

7. That the Town Council President must approve a preliminary edition of the newsletter at least two weeks prior to publication.

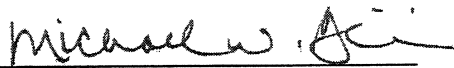
IN WITNESS WHEREOF, this Agreement has been entered into between the parties this 14th day January 2019.

TOWN OF HIGHLAND

THE IDEA FACTORY

By: 
Town Council President

Robin Carlascio

Attest: 
Michael W. Griffin
Clerk-Treasurer

Theresa Badovich

This instrument prepared by:

Rhett L. Tauber, Esq.
Tauber Westland & Bennett P.C.
1415 Eagle Ridge Drive
Scherville, Indiana 46375
(219) 865-8400



January 6, 2020

Mr. Mark Schocke
Town Council President
The Town of Highland
3333 Ridge Road
Highland, IN 46322

Dear Mr. Schocke,

CBL Consulting is pleased to present the following proposal for Information Technology (IT) and personal computer (PC) maintenance support services for the Town of Highland, IN for the calendar year 2020.

Support Services Objective:

The objective of the IT / PC maintenance support services agreement is as follows:

- Function as the Town of Highland's Director of Information Technology.
- Centrally manage and maintain all town technology resources.
- Assistance in the planning of new technology upgrades for the town.
- To provide technological analysis services for departmental software and hardware purchases.
- To provide data backup and auditing services.
- To provide software licensing auditing services.

Support Services Scope of Work & Proposed Cost:

CBL Consulting will function as the Town of Highland's Information Technology Director by performing the following activities:

1. Perform routine and necessary maintenance on the following equipment:
 - a. All town desktop and portable computers - Windows 7/10
 - b. All town Windows 2012R2/2016 servers
 - c. All town networking equipment
 - d. All town phone equipment (excluding Police)
 - e. All town meter reading equipment
 - f. All town video equipment at Town Hall
2. Perform data backup protection and auditing services for the town information work product.
3. Annual civil town IT budget preparation assistance. This includes the actual responsibly of overseeing the proper usage of the IT budget.
4. Provide technical consulting to assist town management with strategic planning activities in regards to the following equipment:

- a. All town desktop and portable computers – Windows 10
 - b. All town Windows 2016/2019 servers
 - c. All town networking equipment
 - d. All town phone equipment
 - e. All town meter reading equipment
5. Provide technical consulting to assist town management with strategic planning activities for all town departments.

Assumptions/Clarifications:

- CBL Consulting will provide Edward Dabrowski as the primary source of contact to perform the support services listed in this document.
- CBL Consulting will not provide any new hardware equipment or software licensing unless asked to do so under separate order. It is assumed that the Town of Highland will provide these items on an as needed basis.
- Routine and necessary maintenance for the town desktop, portable computers and Windows 2012R2/2016 servers includes, but is not limited to, tasks such as: ensuring the successful updating of the Windows operating system as made available by Microsoft, ensuring the successful updating of the current virus protection program as made available from time to time and ensuring the successful updating of the various spyware and adware programs.
- Routine and necessary maintenance for the town networking equipment includes, but isn't limited to, validating proper operation of network equipment and managing changes, as deemed necessary, to facilitate the town's business activities.
- Data Protection and Auditing Services involves ensuring that all employee work product is being properly stored on the server to ensure routine electronic backup.
- All support service work will be performed at the Town Hall, Police Department Headquarters, Fire Department facilities, Parks & Recreation facilities, and Public Works facilities.
- The Police Department has a person handling the majority of IT needs in that department. CBL Consulting will continue to assist managing the strategic planning needs for this department. CBL Consulting personnel have IDACS certification and could be utilized in other areas of the Police Department. These services will be billed separately and aren't included in this agreement.
- In order to perform unforeseen specialty tasks, it may become necessary, to require the services of a 3rd party vendor. This contract excludes any of these potential costs due to the uncertainty associated with these activities. These specialty service costs will be independently approved by the Town and billed to the Town directly by the 3rd party vendor.
- **CBL Consulting, Inc. will be paid \$4,000 for support per month from January 1, 2020 through December 31, 2020.**
- The support will be available between 7:00am and 5:00pm, Monday through Friday. Maintenance work covered by this agreement will occur before 7:00am and after 5:00pm without additional charges. But any emergency work or emergency callout

work isn't included in this agreement. This type of work will have to separately billed time and material (T&M) at a rate of \$100 per hour.

- CBL Consulting historically has provided "same day" service for all emergency calls from the Town, however, CBL Consulting reserves the right to use the industry standard of responding within one business day of initial client contact for the purpose of this proposal.
- Software licensing auditing services will be provided but some town personnel do have the ability to install software not formally approved by the town. These services are limited to Microsoft and other third-party server/client software and don't cover freeware or shareware products.
- Software licensing auditing services will be provided by CBL Consulting but some PC users have brought in software from home that they believe makes them more efficient. CBL Consulting does not encourage this behavior. CBL Consulting will record these installations and formally inform the Town Council President on a case by case basis.
- The town's SIP Trunking Phone Services are not included under this contract. Charges for these services would be billed separately.
- Live Streaming – CBL Consulting will live stream all Town Council Public Meetings to Facebook. These videos will be manually uploaded to You Tube.
- Duration of this Agreement. This Agreement shall become effective as of the 1st day of January, 2020 and shall continue in full force and effect until the 31st day of December, 2020.
- Termination. If CBL Consulting is unable to perform the tasks outlined in this proposal due to the incapacitation of Edward Dabrowski, then the Town of Highland has the right to seek a prorated settlement of the monthly service fee based on the remaining full calendar days left of the current month.

CBL Consulting appreciates the opportunity to provide this proposal. If you have any questions or comments regarding this proposal, or on any other service that CBL Consulting offers, please call me at your convenience at (219) 712-1890 or email me.

Sincerely,



Edward Dabrowski – President
CBL Consulting, Inc.

**The Town of Highland
Board of Works
Order of the Works Board No. 2019-02**

AN ORDER AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN CBL CONSULTING, INCORPORATED AND THE TOWN OF HIGHLAND TO PERFORM PROFESSIONAL INFORMATION TECHNOLOGY SERVICES FOR THE MUNICIPALITY

Whereas, The Town of Highland, through its Town Council, which is the Works Board of the Municipality has heretofore determined that a need exists to provide information technology support services throughout the Town;

Whereas, The Town has heretofore determined that a need exists to engage professional information technology services associated with support of the several software applications and certain hardware used by the several departments of the Town; and

Whereas, CBL Consulting, Inc, an information technology firm, has consented to provide professional services related to certain support needs related to the information technology of the several departments of the municipality; and

Whereas, As purchasing agency, the Town Council may purchase services using any procedure it considers appropriate, pursuant to IC 5-22-6-1 and Section 3.05.090 of the Municipal Code; and

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

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

Now Therefore be it Ordered by the Town Council of the Town of Highland, Lake County, Indiana:

Section 1. That the letter proposal serving as an agreement (incorporated by reference and made a part of this Order) between CBL Consulting Incorporated, and the Town of Highland, to provide professional information technology support services for the period beginning *1 January 2019 through to 31 December 2019* as described in the letter proposal from 2019 is hereby approved, adopted and ratified in each respect, with the following exceptions:

(A) That regardless the billing frequency, payments will be made once each month in the amount described in the letter proposal;

(B) That only those provisions that are consistent with Federal or State law will be binding upon the parties;

(C) That there shall be no reselling of materials or supplies by CBL to the Town of Highland, unless the single purchase is not greater than \$500 and the total purchase is \$1,000 or less;

Section 2. That the charges under the agreement for the services, which include functioning as the Town of Highland information technology director by performing routine and necessary maintenance on equipment identified in the letter proposal, perform data protection services for the town information work product, providing technical consulting, and other related service are found to be reasonable, all pursuant to IC 5-22-6-1 and Section 3.05.090 of the Municipal Code;

Section 3. That the charges under the terms of the agreement for all the services, will be paid as a monthly fee to CBL Consulting, Inc., in the monthly amount of Four thousand dollars (\$4,000), a 0% increase over the 2018s;

Section 4. That the executive departments of municipality may use the services according to the terms of the agreement;

Section 5. That, notwithstanding any provision in the letter offer, the Town of Highland through its Town Council reserves its discretion and authority provided under IC 5-22-17-5;

Section 6. That the Town Council President be authorized to execute any agreement under the terms of this order with his signature as attested thereto by the Clerk-Treasurer.

Be it so Ordered.


DULY, PASSED, ADOPTED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 14th day of January 2019 having passed by a vote of 5 in favor and 0 opposed.

WORKS BOARD of the TOWN of
HIGHLAND, INDIANA



President (IC 36-5-2-10)

Attest:



Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5)



January 5, 2019

Mr. Mark Herak
Town Council President
The Town of Highland
3333 Ridge Road
Highland, IN 46322

Dear Mr. Herak:

CBL Consulting is pleased to present the following proposal for Information Technology (IT) and personal computer (PC) maintenance support services for the Town of Highland, IN for the calendar year 2019.

Support Services Objective:

The objective of the IT / PC maintenance support services agreement is as follows:

- Function as the Town of Highland's Director of Information Technology.
- Centrally manage and maintain all town technology resources.
- Continue to assist in the planning of new technology upgrades for the town.
- Provide technological analysis services for departmental software and hardware purchases.
- Provide data backup and auditing services.
- Provide software licensing auditing services.

Support Services Scope of Work & Proposed Cost:

CBL Consulting will function as the Town of Highland's Information Technology Director by performing the following activities:

1. Perform routine and necessary maintenance on the following equipment:
 - a. All town desktop and portable computers
 - b. All town Windows 2003/2008R2/2012R2 servers
 - c. All town networking equipment
 - d. All town phone equipment
 - e. All town meter reading equipment
2. Perform data backup protection and auditing services for the town information work product.
3. Annual civil town budget preparation assistance.
4. Provide technical consulting to assist town management with strategic planning activities in regards to the following equipment:
 - a. All town desktop and portable computers

- b. All town Windows 2003/2008R2 servers
 - c. All town networking equipment
 - d. All town phone equipment
 - e. All town meter reading equipment
5. Provide technical consulting to assist town management with strategic planning activities for all town departments.
 6. Provide technical consulting to assist town management with iServer/Bosanova technical consultant supervision and upkeep now that it is used for historical purposes only.

Assumptions/Clarifications:

- CBL Consulting will provide Edward Dabrowski as the primary source of contact to perform the support services listed in this document.
- CBL Consulting does include limited service or support for any of the IBM iServer computer that the Town of Highland owns in this proposal. Three separate third party vendors perform the majority of hardware and software maintenance this equipment.
- CBL Consulting will not provide any new hardware equipment or software licensing. It is assumed that the Town of Highland will provide these items on an as needed basis.
- Routine and necessary maintenance for the town desktop, portable computers and Windows 2003/2008R2/2012R2 servers includes, but is not limited to, tasks such as: ensuring the successful updating of the Windows operating system as made available by Microsoft, ensuring the successful updating of the current virus protection program as made available from time to time and ensuring the successful updating of the various spyware and adware programs.
- Routine and necessary maintenance for the town networking equipment includes, but isn't limited to, validating proper operation of network equipment and managing changes, as deemed necessary, to facilitate the town's business activities.
- Data Protection and Auditing Services involves ensuring that all employee work product is being properly stored on the server to ensure routine electronic backup.
- All support service work will be performed at the Town Hall, Police Department Headquarters, Fire Department facilities, Parks & Recreation facilities, and Public Works facilities.
- The Police Department has a person handling the majority of IT needs in that department. CBL Consulting will continue to assist managing the strategic planning needs for this department. CBL Consulting personnel have IDACS certification and could be utilized in other areas of the Police Department. These services will be billed separately and aren't included in this agreement.
- In order to perform unforeseen specialty tasks, it may become necessary, from time to time, to require the services of a 3rd party vendor. This contract excludes any of these potential costs due to the uncertainty associated with these activities. These specialty service costs will be independently approved by the Town and billed to the Town directly by the 3rd party vendor.

- **CBL Consulting, Inc. will be paid \$4,000 for support per month from January 1, 2019 through December 31, 2019.**
- The support will be available between 8:00am and 5:00pm, Monday through Friday. Maintenance work covered by this agreement will occur before 8:00am and after 5:00pm without additional charges. But any emergency work or emergency callout work isn't included in this agreement. This type of work will have to separately billed time and material (T&M) at a rate of \$100 per hour.
- CBL Consulting historically has provided "same day" service for all emergency calls from the Town, however, CBL Consulting reserves the right to use the industry standard of responding within one business day of initial client contact for the purpose of this proposal.
- Software licensing auditing services will be provided but some town PC clients do have the ability to install software not formally approved by the town. These services are limited to Microsoft and other third-party server/client software and don't cover freeware or shareware products.
- Software licensing auditing services will be provided by CBL Consulting but some PC users have brought in software from home that they believe makes them more efficient. CBL Consulting does not encourage this behavior. CBL Consulting will record these installations and formally inform the Town Council President on a case by case basis.
- Duration of this Agreement. This Agreement shall become effective as of the 1st day of January, 2017 and shall continue in full force and effect until the 31st day of December, 2017.
- Termination. If CBL Consulting is unable to perform the tasks outlined in this proposal due to the incapacitation of Edward Dabrowski, then the Town of Highland has the right to seek a prorated settlement of the monthly service fee based on the remaining full calendar days left of the current month.

CBL Consulting appreciates the opportunity to provide this proposal. If you have any questions or comments regarding this proposal, or on any other service that CBL Consulting offers, please call me at your convenience at (219) 712-1890 or email me.

Sincerely,

Edward Dabrowski – President
CBL Consulting, Inc.

Appointments:

- **Appointment of Town Attorney:**

- (1) Acknowledge the resignation of Tauber Law Offices as 31 December 2019 for this position and all others.
- (2) Appoint Attorney as Town Attorney.

Appointment of Town Solicitor (Prosecutor of Town Ordinances)

- **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. **Municipal Plan Commission** (2) appointments to be made by Town Council President. *(Note: Currently held by Mark Kendra, DDS (D, expiring 1st Monday in January 2020 and unexpired term of Mark Schocke (R) expiring 1st Monday in January 2022 and up to 90 days after term expires if no action) Current composition of the citizen members is 1 Independent, 1 Democrat, and 2 Republicans. There can be no more than 2 of the same party.*
2. **Advisory Board of Zoning Appeals** (1) (possible) appointment to be made by Town Council President. Must be a member of the Plan Commission and not the same one appointed by the Plan Commission *(Note: Currently held by Joseph Grzymiski Term: Co-extensive with term on Plan Commission • President only needs to act if there is a change to his appointment on the Plan Commission or a change is desired)*
3. **Redevelopment Commission** (3) appointments to be made by Town Council President. *(Note: Currently held by Bernie Zemen, Steven Wagner and Michael W. Griffin, all expiring 1st Monday in January 2020 and up to 90 days after term expires if no action)*
4. **Redevelopment Commission Non-voting advisor** (1): appointment to be made by Town Council President. Must be a member or staff from the School Town of Highland. *(Note: Currently held by Patrick Krull; Term expiring June 30, 2020)*
5. **Waterworks Board of Directors:** (2) appointments to be made by Town Council President. *(Currently held by Edward Dabrowski (D) and George Georgeff (D), all expiring 1st Monday in January 2020 and up to 90 days after term expires if no action.) Current composition of the Board is 3 Democrats and 2 Republicans. There can be no more than 3 from any one party.*
6. **Board of Sanitary Commissioners:** (1) appointments to be made by Town Council President. *(Currently held by David Jones (R) all expiring December 31, 2018 and up to 90 days after term expires if no action.) Current composition of the Board is 2 Democrats and 3 Republicans. There can be no more than 3 from any one party.*
7. **Economic Development Commission:** (1) appointment to be made by Town Council President but must be nominated by the Lake County Council. *Currently held by David Beanblossom. Term expires February 1, 2020*

Regional Statutory Appointments.

8. **Northwestern Regional Planning Commission (NIRPC).** (1) No action necessary unless a change is desired. Town Council President is appointment authority. Must be an elected official who resides in the Town. *(Current serving: Michael W. Griffin.)*
9. **Joint Board of Delegates of the Interlocal Ethics Entity.** Appointed by Municipal Executive *(Current serving: Michael W. Griffin.)* No term. Notifying in case the Council President wants to recall and appoint someone else.

Home Rule Commissions or Boards

10. **Main Street Bureau Board of Directors.** Town Council President appointment. (1) Appointment. Town Council Representative must be a member of the Town Council. *Term co-extensive with term of appointee. (Note: Currently serving is Dan Vassar)*
11. **Tree Board.** (2) Appointments to be nominated by the Town Council but appointed by the Town Council President. *(Note: Current terms expiring 1st Monday January 2020, James W. Colias; Ron Jackowski) All terms three years.*
12. **Committee and Liaison Assignments.** *Assignments made by Town Council President. (Custom)*

Chamber of Commerce Liaison; IT Liaison; Board of Waterworks Directors, Liaison; Community Events Commission, Liaison *(Currently held by Bernie Zemen)*

Park and Recreation Board Liaison *(Formerly held by Dan Vassar).*

Town Board of Metropolitan Police Commissioners Liaison; Board of Sanitary Commissioners, Liaison; Budget Committee Chairman *(Currently held by Mark Herak)*

Advisory Board of Zoning Appeals Liaison. *(Formerly held by Steve Wagner)*

Fire Department, Liaison. *(Formerly held by Konnie Kuiper)*

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

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

1. **Municipal Plan Commission** (3) appointments to be made by Town Council. *(Note: Appointee may be elected or appointed official or employees of the Town. Currently no vacancies. **No action necessary** as incumbents continue to serve unless the legislative body acts to change. Currently serving: Bernie Zemen (Elected Official); Douglas Turich (employee); Joseph Grzymiski (employee))*
2. **Park and Recreation Board.** (2) appointments to be made by the Town Council. *(Note: Current appointee is Chris Ray (R) and vacancy from Abe Rivera's (R) moving, for the unexpired term) (Current composition is 2 democrats and 2 republicans. Not more than 2 members may be of the same party.)*
3. **Town Board of Metropolitan Police Commissioners.** (1) appointment to be made by the Town Council. *(Note: Currently appointee is Terry Krooswyk (D) (Current composition for these five citizen positions is three democrats and two republicans)*
4. **Redevelopment Commission.** (2) appointments to be made by the Town Council. *(Note: current appointees are Mark Herak and Dan Vassar.)*

Regional Statutory Appointments

5. **Lake County Solid Waste Management District Board of Directors.** (1) No action necessary unless a change is desired. *(Note: Currently serving Bernie Zemen.) Must be a member of the Town Council. Term is co-extensive with term on council unless legislative body acts otherwise.*

Home Rule Commissions

6. **Community Events Commission:**

(1) appointments to be made by the Town Council. **Term: 4 years.** *(Note: vacancy of which term expires January 2022)*

(9) appointments to be made by the Town Council. **Term: 1 year.** *(Note: Currently serving, Bandon Wolak, Erica Rozenich-Wolak, Adam Nyiri, Ead Mansoun, Christine Clarkson Gonzalez, Christopher Kornaus, Deanna Christ, Elizabeth Alakel, and Victoria Smith.)*

7. **Traffic Safety Commission (1 appointment OR 1 plus 1 alternates) Section 10.45.030 (A)(2) reads:** *"The commission shall also consist of a representative from the town council, which may be held by a single member or alternating between several members of the town council as the town council may direct. Only one member at any given time may participate in a meeting of the traffic safety commission.(Currently held by Bernie Zemen and Konnie Kuiper).*

| Board or Commission or Appointed Officer | Form or organization | Composition | Appointment Authority |
|--|----------------------|-------------|-----------------------|
|--|----------------------|-------------|-----------------------|

Statutory Boards & Commissions

| | | | |
|---|---|--|---|
| 1) Town Board of Metropolitan Police Commissioners <i>"Each commissioner shall take and subscribe an oath before the clerk of the county in which the Town is located"</i> | Chairman & Vice Chairman IC 36-8-9-4 adopts consistent patterns of the Safety Brds which has chairman IC 36-8-3-3 Also refer IC36-8-9-6(a) | (5) member body Initial body is 3. No more than 2 of same political party. After initial appt of 3, board may be increased by 2 who may not be the same political party. 3 year term <u>Oath</u> by circuit court clerk. Appointees must be of good moral character and legal residents of the Town. If ordinance amended, Town Council members can be appointed with limits. | Legislative Body Town Council Appointment I.C. 36-8-9-3(a)(b) HMC Chapter 9.10 |
| 2) Park & Recreation Board | President and Vice President a secretary may be selected from within or without its membership. IC 36-10-3-8(c) | 6 member body one an appointee of school board / one an appointee of Library Board. 4 citizens no more than 2 of same political party. 4 year term. Term goes to 1st Monday in January. If not made by first Monday in April continues for a full term. Members shall be appointed on the basis of their interest in and knowledge of parks and recreation. (In towns must be a resident) Oath of Office | Legislative Body (changed 2007) Town Council Appoints 4 citizen members I.C. 36-10-3-4(a) HMC Chapter 11.05 Formerly Municipal Executive as appointing authority School Board Appoints (1) member Lake County Library Board Appoints (1) member |
| 3) Plan Commission | President and Vice President IC 36-7-4-303 Commission may appoint and fix the duties of a secretary who is not required to be a member of the commission. IC 36-7-4-304 Citizen members shall be appointed because of the member's knowledge, and experience in community affairs, the members' awareness of the social, economic, agricultural, and industrial problems of the area and the member's interest in the development of and integration of the area. | 7 member panel no more than two of the citizen members may be of the same political party. 4 year term Commences First Monday in January Citizens: IC 36-7-4-218(a)(1)(b) Legislative: IC 36-7-4-217. Certified by exec & clerk. A citizen member may not hold other elective or appointive office in municipal, state or county government and must be a resident. | Split Appointment: Municipal Executive appoints 4 Citizen members I.C. 36-7-4-207(b)(2) HMC Chapter 14.05) Legislative Body appoints 3 persons who <i>shall</i> be elected or appointed officials or employees in municipal government I.C.36-7-4-207(b)(1) HMC Chapter 14.05 |
| 4) Advisory Board of Zoning Appeals | Chairman and Vice-Chairman IC 36-7-4-912 May Appoint a secretary and such employees as are necessary for the discharge of its duties. IC 36-7-4-913 | 5 member panel 4 year term First Monday in January IC 36-7-4-906(b) None of the members of a BZA may hold other elective or appointive office in municipal, county or state government, except as permitted by I.C. 36-7-14-902. Member must be a resident | Triune Appointment: Municipal Executive appoints 3 citizen members - 1 must be a plan commission member; 2 must not be members. I.C. 36-7-4-902(a)(1) Municipal Fiscal Body |

| Board or Commission or Appointed Officer | Form or organization | Composition | Appointment Authority |
|--|--|---|---|
| | | | appoints 1 citizen member who must not be a plan commission member. I.C. 36-7-4-902(a)(2) • Plan Commission appoints 1 member who must be a plan commission member other than the one appointed under subdivision 1 above I.C. 36-7-4-902(a)(3). |
| 5) Board of Sanitary Commissioners | President and Vice President IC 36-9-25-6 | 5 member panel No more than three of same political party 4 year term oath of office. | Municipal Executive appointment I.C. 36-9-25-3(b)(1). |
| 6) Redevelopment Commission | IC 36-7-14 President, Vice - President and Secretary | 5 member panel one year term from January 1 must be 18 years old & reside in unit. Oath of office. | Split appointment: • Municipal Executive appoints 3 members I.C. 36-7-14-6.1 HMC Chapter 14.10 Legislative Body appoints 2 members I.C. 36-7-14-6.1 Ord. No.946 H.M.C.Chapter 14.10 |
| 7) Water Works Board of Directors | | 5 member panel members called Directors w/ oath of office. No more than three of same party. By act of ordinance serve for three year terms. (See HMC 190) Oath of office. | Municipal Executive I.C. 8-1.5-4-2(a)(b). H.M.C.Chapter 12.05 |
| Regional Appointments | | | |
| 1)Northwest Indiana Regional Planning Commission | Appointee must be a resident of Highland, an <i>elected official</i> and knowledgeable in matters of physical, social, or economic development in the region. | Multi-Member panel One (1) appointment 51 Members called Commissioner :Highland allowed one (1) appointment Term: Serves until recalled | Municipal Executive certified to the MPO IC 36-7-7-4(c)(1) |
| 2)Lake County Convention &Visitor Bureau | No appointee may hold an elective or appointed political office while serving on the bureau. Appointing Authority shall give consideration to appointees knowledgeable about or employed as executives or managers in at least one of the following in the county: Hotel, Motel, Restaurant, Travel, Transportation, Convention, Trade Show; riverboat, banking, real estate, & construction. If not made before July 16 | 13 Member panel Three (3) year term beginning July 1: Highland allowed one (1) appointment The Executives of the eight (8) largest municipalities shall appoint one member to the bureau. IC 6-9-2-3. Oath & Certificate | Municipal Executive IC 6-9-2-3(c) Note: If a vacancy is not filled within 30 days of vacancy or an appointment is not made by July 16 then the Lt. Governor's appointee shall appoint a qualified person.(IC 6-9-2-3(i). |

**Appointment Authority
Highland Town Government**

| Board or Commission or Appointed Officer | Form or organization | Composition | Appointment Authority |
|---|-----------------------------------|--|---|
| | or 30 days vacancy.(amended 2007) | | |
| 3) Lake County Solid Waste Management District | | Multi-member Panel 22-23 persons: Highland allowed one (1) member to be selected from membership of fiscal body.Term is co-extensive with member's elective term. Serves at pleasure of appointing authority. | Fiscal Body(Legislative Body) IC13-9.5-2-5(d)(4). |
| Home Rule Boards & Commissions | | | |
| Traffic Safety Commission | | No less than six members. (1) member from Town Council;2 from the Police Department;1 from the Fire Department;1 from Department of Public Works;1 Police Commissioner; Police Chief is <i>ex officio</i> Chairman(HMC §11-203(c)) | Legislative Appointment. HMC Chapter 10.45 |
| Community Events Commission | Chair & Vice Chair | consist of 7 voting members; term of 3 years. Also 9 who are annual and appointed as legislative appt. | Three (3) appointed by Municipal Executive; four (4) appointed by legislative body. Three year terms. 9 for one year terms appointed by legislative body. HMC Chapter 11.15. |
| TREE BOARD | Chairperson | Consists of 7 voting members, staggered terms | Seven (7) appointed by the municipal executive upon nomination by the Town Council. Municipal executive chooses the chair from the membership of the board. HMC Chapter 8.25. |
| Main Street Bureau Board of Directors Department of Redevelopment | Chairperson | Consists of not less than 7 and not more than 21 members | The municipal executive shall appoint thre (3) special constituency members (Town Council, Economic Development and Highland chamber, who serve until a successor is appointed. Municipal legislative body chooses up to 17 members, who serve for 2 year terms. HMC Chapter 14.15. |

Legislative Appointment means the appointment comes from the Town Council.

Fiscal Body Appointment means the appointment comes from the Town Council.

Municipal Executive Appointment means the appointment comes from the Town Council President.

Also note:

I.C. 36-1-8-10 (b) reads

Whenever a law or a political subdivision's (Town's) resolution requires that an appointment to a board be conditioned upon the political affiliation of the appointee, or that the membership of a board not exceed a stated number of members form the same political party, at the time of an appointment the appointee must:

| Board or Commission or Appointed Officer | Form or organization | Composition | Appointment Authority |
|--|----------------------|-------------|-----------------------|
|--|----------------------|-------------|-----------------------|

- (1) have voted in the most recent primary election held by the arty with which the appointee claims affiliation;or
- (2) if the appointee did not vote in the most recent primary election held by the party with which the appointee claims affiliation, be certified as a member of that party by the party's county chairman of the county in which the appointee resides.

I.C. 36-1-8-10 (c) reads

If a certification by a county chair of a political party is required under subsection (b), the certification must be filed with the office of the circuit court clerk not later than the time the appointee's oath of office is filed with the clerk under IC 5-4-1. If the county chair's certification is not filed with the circuit court clerk's office as required by this subsection, the appointment is void.

I.C. 36-1-8-10 (d) reads

Notwithstanding any other law, if the term of an appointed member of a board expires and the appointing authority does not make an appointment to fill the vacancy, both of the following apply:

- (1) The member may continue to serve on the board for only ninety (90) days after the expiration date of the member's term.
- (2) The county chair of the political party of the member whose term has expired shall make the appointment.

(Print optimized 85%)