


Agenda
Ninth Regular or Special Meeting
of the Twenty-Ninth Town Council of Highland
Regular Meeting of Monday, April 06, 2020 at 6:30 p.m.
 Agenda organized pursuant to Section 2.05.090 of the Highland Municipal Code
 This meeting will be convened as an electronic meeting, pursuant to Governor
 Holcomb's Executive Order 20-04 allowing such meetings, pursuant to IC 5-14-
 1.5-3.6 for the duration of the emergency.

People may observe and record the meeting for live streaming by joining the meeting on the Zoom platform <https://zoom.us/j/410777996?pwd=MHLuaUtIVG9QUVk5akZ6Q2RORjZldz09>. Further, persons wishing to offer comment in the meeting may access the electronic meeting by using the preceding and adding the password for Meeting ID 410 777 996, password (code): 011261.

Prayer:	Mark A. Herak
Pledge of Allegiance:	Mark A. Herak
Roll Call:	Bernie Zemen
	Mark A. Herak
A GREAT PLACE TO CALL HOME	Mark J. Schocke
	Thomas (Tom) Black
	Roger Sheeman

Minutes of Previous Session:	Minutes of the Regular Meeting of 23 March 2020.
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COMMENTS FROM THE PUBLIC or VISITORS	This portion of the Town Council Meeting is reserved for persons who desire to address the Town Council regarding matters on the agenda. Persons addressing the Town Council are requested to limit their presentations to two (2) minutes and encouraged to avoid repetitious comments.
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Communications:	1. Communication from the <i>Highland Census Complete Count Committee</i> regarding the status of its Implementation of the Action Plan for the April 13, 2020 Meeting. (Includes response rates from 2010)
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Staff Reports:	<ul style="list-style-type: none"> • Building & Inspection Report for March 2020. • Fire Department Report for March 2020. • Workplace Safety Report for March 2020.
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Appointments:	<ul style="list-style-type: none"> • Statutory Boards and Commissions <i>Executive Appointments (May be made in meeting or at another time)</i> (Appointments have been placed on agenda in case there is readiness to act) <ol style="list-style-type: none"> 1. 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)
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The Town of Highland acknowledges its responsibility to comply with the American with Disabilities Act of 1990. In order to assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, etc.) for participation in or access to Municipal sponsored public programs, services and or meetings, the Town of Highland requests that individuals make requests for these services forty-eight (48) hours ahead of the scheduled program, service and or meeting. To make arrangements, contact the ADA Coordinator for the Town of Highland at (219) 972-7595.

Legislative Appointments

Home Rule Commissions

1. Community Events Commission:

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

**Unfinished
Business &
General Orders:**

1. **Enactment 2020-21:** An Enactment Expressing a Finding and Determination that an Emergency Continues to Exist and Affirming the Town Executive's Proclamation 2020-02 Declaring a Local Disaster Emergency, Granting a Time extension and Conferring Special Authority on the Municipal Executive of the Town of Highland.
2. **Resolution No. 2020-18:** A Resolution Regarding the Disposition of A Surplus of Proceeds in the Corporation Capital Fund and Directing its Transfer to the Corporation Bond and Interest Fund, pursuant to I.C. 5-1-13 et seq.
3. **Works Board Order No. 2020-18:** An Order of the Works Board Accepting Certain Bids for Road Materials, Supplies, and Services, Concrete Work, and Awarding a Concrete Services Contract to H3 Concrete, Incorporated for the Year 2020.

Allow for Town Attorney to comment on the Proof of Publication.

4. **Works Board Order No. 2020-19:** An Order of the Works Board Accepting a Proposal from Dean's Lawn and Landscaping for Landscape Maintenance Services in Downtown Highland and Three (3) Welcome to Highland sign Planters in the amount of Thirty-four Thousand Three Hundred Ninety Dollars and no Cents (\$34,390.00).
5. **Works Board Order No. 2020-20:** An Order Approving and Authorizing the Metropolitan Police Chief to enter into a purchase agreement with Vermillion Systems, Inc., IN to purchase Intersection Hi-Def Video Camera system equipment and accessories, and finding it a Special Purchase pursuant to I.C. 5-22 and Section 3.05 of the Highland Municipal Code.
6. **Works Board Order No. 2020-21:** An Order Approving and Authorizing A Reimbursement Agreement between the Northern Indiana Public Service Company LLC (NIPSCO) and the Town of Highland for Engineering Services, Property Acquisition, and Construction Costs Incurred and associated with Thirteen Locations on Kennedy Avenue relating to the Kennedy Avenue Sidewalk Replacement Project and NIPSCO Power Pole Relocation Project
7. **Works Board Order No. 2020-22:** An Order Approving and Authorizing An agreement between First Group Engineering, Incorporated and the Town of Highland to perform Professional Right-of-Way and Preliminary Design Engineering Services for Thirteen Locations on Kennedy Avenue relating to the Kennedy Avenue Sidewalk Replacement Project associated with the NIPSCO Power Pole Relocation Project and pursuant to American with Disabilities Act (ADA) Guidelines

The Town of Highland acknowledges its responsibility to comply with the American with Disabilities Act of 1990. In order to assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, etc.) for participation in or access to Municipal sponsored public programs, services and or meetings, the Town of Highland requests that individuals make requests for these services forty-eight (48) hours ahead of the scheduled program, service and or meeting. To make arrangements, contact the ADA Coordinator for the Town of Highland at (219) 972-7595.

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8. **Works Board Order No. 2020-23:** An Order of the Works Board Approving and Authorizing An agreement between NIES Engineering, Incorporated and the Town of Highland to perform Professional Design Engineering services for the 2020 Community Crossings Matching Grant (CCMG) Street Improvement and Resurfacing Project in the Amount Not-to-Exceed \$49,000
 9. **Authorizing the proper officer to publish legal notice of a public hearing:** Public Hearing to consider additional appropriations in the amount of \$49,000 in **Gaming Revenue Sharing Fund**; in the amount of \$5,000 in the **Economic Development Local Income Tax (LIT) Fund** and in the amount of \$293 in the **Redevelopment General Fund**.
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NEW BUSINESS:

**Comments or
Remarks from the
Town Council:
(Good of the Order)**

Councilor Bernie Zemen

Councilor Mark Herak

Councilor Thomas Black

Councilor Roger Sheeman

Councilor Mark Schocke

**COMMENTS FROM
THE PUBLIC or
VISITORS**

This portion of the Town Council Meeting is reserved for persons who desire to address the Town Council. Depending on the nature of the comments, the Town Council may direct the staff to address the topic or follow-up on matters that may arise from public comments. If necessary, the matter may be set for action at a future meeting. Persons addressing the Town Council are requested to limit their presentations to **two (2) minutes** and encouraged to avoid repetitious comments.

**ACTION TO PAY
Accounts Payable
Vouchers**

Accounts payable vouchers March 24, 2020 to April 13, 2020 in the amount of **\$763,510.32**.
Payroll Docket for the payday of 13 March 2020 in the amount of **\$222,166.96**.

ADJOURNMENT

The Town Council may meet in study session immediately following the Regular Meeting.

Posted pursuant to IC 5-14-1.5-4(a)

The Town of Highland acknowledges its responsibility to comply with the American with Disabilities Act of 1990. In order to assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, etc.) for participation in or access to Municipal sponsored public programs, services and or meetings, the Town of Highland requests that individuals make requests for these services forty-eight (48) hours ahead of the scheduled program, service and or meeting. To make arrangements, contact the ADA Coordinator for the Town of Highland at (219) 972-7595.

**Enrolled Minutes of the Eighth Regular or Special Meeting
For the Twenty-Ninth Highland Town Council
Regular Plenary Business Meeting
Monday, March 23, 2020**

The Twenty-Ninth Town Council of the Town of Highland, Lake County, Indiana met in its regular plenary session on Monday, January 13, 2020 at 6:30 O'clock P.M. in the regular place, the Highland Municipal Building, 3333 Ridge Road, Highland, Indiana.

Special note: This meeting was convened allowing members of the Town Council to participate electronically without being physically present, be counted in the quorum and be able to simultaneously listen and respond to matters taken up in the meeting, all pursuant to Governor Holcomb's Executive Order 20-04 allowing meetings, pursuant to IC 5-14-1.5-3.6 for the duration of the Corona Virus COVID 19 emergency. Social distancing and sheltering in place also ordered by the Governor as part of slowing the spread of the virus.

Pursuant to HMC Section 2.05.130(A)(2), the Town Council considered and reviewed the agenda in an informal proceeding. Once completed the Town Council moved to the plenary meeting. There was a discussion of a possible amendment to the introduced Ordinance No. 1715.

The Town Council President, Mark J. Schocke presided. The Town Clerk-Treasurer, Michael W. Griffin, was present to memorialize the proceedings. The meeting was opened with Councilor Bernie Zemen offering a prayer and reciting the Pledge of Allegiance to the Flag of the United States of America.

Roll Call: Present on roll call were Councilors Bernie Zemen, Mark Herak, Mark J. Schocke, Thomas Black (participating electronically) and Roger Sheeman (participating electronically). The Clerk-Treasurer, Michael W. Griffin was present to memorialize the proceedings. A quorum was attained.

Additional Officials Present: John P. Reed, Town Attorney, was present.

Also present: John Breslin of the Council of Community Events; and Ed Dabrowski IT Director (Contract) were also present.

Minutes of the Previous Meetings: Councilor Zemen moved the approval of the minutes of the regular plenary meeting of March 9, 2020, the memorandum of the special meetings of March 13 and March 16, 2020. Councilor Herak seconded, upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The minutes were approved.

Special Orders:

1. **Consideration of Proposed Additional Appropriations:** (*non-controlled funds*) Proposed Additional Appropriations in Excess of the 2020 Budget for the Information Communications Technology Fund in the amount of \$25,000.00.
 - (a) **Attorney verification of Proofs of Publication:** The TIMES 11 March 2020. The Town Attorney indicated that the proofs of publication complied with the governing law, and were published at least 10 days before the hearing.
 - (b) **Public Hearing.** The Town Council President called the hearing to order. There was no public comment. The hearing was closed.

Action on Appropriation Enactment No. 2020-16: An Enactment Appropriating Additional Moneys in Excess of the 2020 Budget for the *Information*

Communications Technology Fund in the amount of \$25,000.00., all pursuant to I.C. 6-1.1-18, and I.C. 36-5-3-5.

Councilor Herak introduced Enactment No. 2020-16 and moved for its consideration at the same meeting of its introduction. Councilor Zemen seconded. Upon a roll call vote, a unanimous vote being necessary, there were five affirmatives and no negatives. The motion passed. The enactment could be considered at the same meeting of its introduction.

Councilor Herak moved for the passage and adoption of Enactment No. 2020-16 at the same meeting of its introduction. Councilor Zemen seconded. Upon a roll call vote, a two-thirds vote being necessary, there were five affirmatives and no negatives. The motion passed. The enactment was passed and adopted at the same meeting of its introduction.

**Town of Highland
Appropriation Enactment
Enactment No. 2020-16**

AN ENACTMENT APPROPRIATING ADDITIONAL MONEYS IN EXCESS OF THE ANNUAL BUDGET for the INFORMATION AND COMMUNICATIONS TECHNOLOGY FUND, ALL 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 **Information Communications Technology Fund**;

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 **Information Communications Technology Fund** herein named and for the purposes herein specified, subject to the laws governing the same:

INFORMATION COMMUNICATIONS AND TECHNOLOGY FUND

Acct. No. 030-0000-4XXXX Software:		<u>\$ 25,000.00</u>
	Total Series:	\$ 25,000.00
	Fund Total:	\$ 25,000.00

Section 2. 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 3. 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 23rd Day of March 2020. Consideration on the same day or at same meeting of introduction sustained a vote of 5 in favor and 0 opposed, pursuant to IC 36-5-2-9.8.

DULY ORDAINED AND ADOPTED this 23rd Day of March 2020, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of 5 in favor and 0 opposed.

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

/s/Mark J. Schocke, President (IC 36-5-2-10)

ATTEST:

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

2. **Consideration of Proposed Additional Appropriations:** (controlled funds): Proposed Additional Appropriations in Excess of the 2020 Budget for the Works Board Department of the Corporation General Fund in the amount of \$39,083.00.
- (a) **Attorney verification of Proofs of Publication: The TIMES 11 March 2020.** The Town Attorney indicated that the proofs of publication complied with the governing law, and were published at least 10 days before the hearing.
 - (b) **Public Hearing.** The Town Council President called the hearing to order. There were no comments. The Town Council President closed the hearing. The Town Council President noted that this appropriation would be supported in part by a grant from the Little Calumet River Basin Development Commission, in the amount of \$30,000.
 - (c) **Action on Appropriation Enactment No. 2020-17:** An Enactment Appropriating Additional Moneys in Excess of the Annual Budget for the Works Board Department of the Corporation General Fund in the amount of \$39,083.00, all pursuant to I.C. 6-1.1-18, and I.C. 36-5-3-5.

Councilor Zemen introduced Enactment No. 2020-17 and moved for its consideration at the same meeting of its introduction. Councilor Herak seconded. Upon a roll call vote, a unanimous vote being necessary, there were five affirmatives and no negatives. The motion passed. The enactment could be considered at the same meeting of its introduction.

Councilor Zemen moved for the passage and adoption of Enactment No. 2020-17 at the same meeting of its introduction. Councilor Black seconded. Upon a roll call vote, a two-thirds vote being necessary, there were five affirmatives and no negatives. The motion passed. The enactment was passed and adopted at the same meeting of its introduction.

Town of Highland
APPROPRIATION ENACTMENT
Enactment No. 2020-17

An Enactment Appropriating Additional Moneys in Excess of the Annual Budget for the Works Board Department of the Corporation General Fund, all pursuant to I.C. 6-1.1-18, I.C. 36-5-3-5, et seq.

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 **Works Board Department of the Corporation General Fund;**

WHEREAS, It has been determined that such additional appropriations as may be approved by this enactment, will not increase the levy 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 **Works Board Department of the Corporation General Fund** and for the purposes herein specified, subject to the laws governing the same:

CORPORATION GENERAL FUND

Works Board Department

Increase the following:

001-0011-38004 Tree Landscape Project

Total 300 Series:

\$ 39,083.00

\$ 39,083.00

Total for Department:

\$ 39,083.00

TOTAL for the FUND:

\$ 39,083.00

Section 2. That the Clerk-Treasurer is hereby authorized and instructed to inform the Indiana Department of Local Government Finance of this action and that these moneys be made available for expenditure **subject to an order** of the Commissioner, pursuant to IC 6-1.1-18.

Section 3. 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 23rd Day of March 2020. Consideration on the same day or at same meeting of introduction sustained a vote of 5 in favor and 0 opposed, pursuant to IC 36-5-2-9.8.

DULY ORDAINED AND ADOPTED this 23rd Day of March 2020, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of 5 in favor and 0 opposed.

TOWN COUNCIL of the TOWN of
HIGHLAND, INDIANA

/s/Mark J. Schocke, President (IC 36-5-2-10)

ATTEST:

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

3. Executive Proclamation: A Proclamation Recognizing APRIL 1, 2020 as Census Day in Highland. The Clerk-Treasurer read aloud the proposed proclamation. The Town Council President announced his approval and then executed the proclamation with his signature.

TOWN OF HIGHLAND
PROCLAMATION OF the TOWN EXECUTIVE

A PROCLAMATION RECOGNIZING APRIL 1, 2020 AS CENSUS DAY IN HIGHLAND

- Whereas,** The Decennial Census determines political representation to the United States House of Representatives, state legislatures and local government; and,
- Whereas,** These determinations affect every aspect of life, in employment, social and health delivery services, and community resources; and,
- Whereas,** The Town of Highland, through its elected officers, recognizes that a complete and accurate census count is necessary for the greater good of all residents of the Town; and
- Whereas,** The Town of Highland, through its elected and appointed officers, enthusiastically endorses the efforts of the United States Census Bureau to make every resident aware of the importance of the Decennial Census;
- Whereas,** It is further recognized that each and every resident, from the smallest rural community to the largest metropolitan area, is equally important to Indiana in the 2020 Census count,
- Whereas,** The Town of Highland, through its Town Council, encourages all businesses, private and public institutions, media outlets, service organizations, community groups, clubs and individual residents of the community to lend full support to the all aspects of the 2020 Census,
- Whereas,** The Town of Highland, through its Town Council, encourages all community members to cooperate with the census takers as they go door to door to count the residents of Highland,

Now, Therefore, I, Mark J. Schocke by virtue of the authority vested in me as President of the Town Council of the Town of Highland, Lake County, Indiana, now hereby proclaim and designate **Wednesday, April 1, 2020, as CENSUS DAY** in the Town of Highland;

Be it Further Proclaimed, That I urge all residents of Highland to participate in, and respond to, the 2020 Census in a timely and proper manner, in order to ensure that there is an accurate, complete count in the Town of Highland

In Witness Whereof, I have hereunto set my hand and caused the Corporate Seal to be affixed at the Highland Municipal Building this 23rd day of March in the year of the common era 2020, the period of Highland's incorporation, one hundred-tenth and the Independence of the United States of America, the two hundred forty-fourth.

TOWN of HIGHLAND, INDIANA
BY ITS TOWN COUNCIL PRESIDENT

/s/ Mark J. Schocke

Attest:

/s/ Michael W. Griffin, Clerk-Treasurer

4. Order of the Municipal Executive No. 2020-12: An Order for the Temporary Waiver of Late charges by the Municipal Utilities and for a Temporary Moratorium on Cessation of Water Services or Shut-offs to Enforce Payment.

It was explained that the emergency circumstances required some added steps be taken to ease the impact on residents while continuing services for the utilities of the Town. The Proposed order of the municipal executive was summarized. Following this, the Town Council President announced his assent to its purposes and objects. The Town Council President executed the order with his signature.

THE TOWN of HIGHLAND
ORDER of the MUNICIPAL EXECUTIVE NO. 2020-12

AN ORDER FOR THE TEMPORARY WAIVER OF LATE CHARGES BY THE MUNICIPAL UTILITIES AND FOR A TEMPORARY MORATORIUM ON CESSATION OF WATER SERVICES OR SHUT-OFFS TO ENFORCE PAYMENT

Whereas, The President of the United States and the Governor of the State of Indiana have issued emergency declarations in consequence of the Corona Virus COVID-19 Pandemic;

Whereas, The Town of Highland, through its Town Council President, as the principal executive officer did to issue a finding and determination that an emergency exists sufficient to support the declaration of a *Local Disaster Emergency*, all pursuant to IC 10-14-3-29 and on March 16, 2020 did issue Proclamation of the Municipal Executive No. 2020-02;

Whereas, The Town Council, as Legislative Body, in order to allow the "*lawful alacrity of response and action of public resources*" clarified the executive powers of the Town Council President and extended his executive proclamation for a period of 28 days, which such period will expire on April 16, unless otherwise extended by the Town council as the legislative body of the Town;

Whereas, Section 3 of Executive Proclamation 2020-02 provides the Town Council President with the authority to furnish aid and assistance under disaster plans; and,

Whereas, The Town of Highland through its Town Council President has determine that as persons practice social distancing, they may experience reduction in or elimination of work, now desires to issue an order to bring temporary relief for a time certain owing to the circumstances as herein described, pursuant to lawful authority previously conferred,

Now Therefore Be it hereby Ordered by the Town Council President of the Town of Highland, Lake County, Indiana as follows:

Section 1. That pursuant to Indiana Governor Executive Order 20-05, that the effective from the date of this order for services incurred or accrued on April 1 and thereafter for a period of sixty days, unless extended, that cessation of water service or shut offs shall be suspended and not carried out by the municipality or its utilities;

Section 2. That effective from the date of this order for services incurred or accrued on April 1 and thereafter for a period of sixty days, unless extended, no delinquency or penalties shall be charged on services provided by the utilities, except that fees shall still be subject to the procedures set forth in IC 36-9-25-11-(g);

Section 3. That nothing in this order shall be construed to relieve utility customers of their obligation to pay their monthly user charges or to comply with ordinances, rules and regulations of the municipal utilities;

Section 4. That any actions described in this order but carried out prior to its execution, are hereby ratified and affirmed pursuant to IC 36-1-4-16

Section 5 That the Public Works Director and the Clerk-Treasurer are hereby directed to carry-out, execute, and honor the purposes and objects of this order in performing their usual duties outlined in Title 12 of the Highland Municipal Code;

BE IT SO ORDERED pursuant to and under the authority of Proclamation of the Municipal Executive No. 2020-02, further pursuant to IC 10-14-3-29 and Enactment No. 2020-20. Entered this 23rd day of March 2020 by the Town Council President of the Town of Highland, Lake County, Indiana.

TOWN of HIGHLAND, INDIANA
By its Town Council President

/s/ Mark J. Schocke, President

Attest:

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

Comments from Visitors or Residents:

1. John Breslin, Highland, also a member of the Community Events Commission, spoke in favor of proposed Works Board Order No. 2020-1, which is adopted would approve an agreement with Mad Bomber, Inc., to provide Fireworks show services for Independence Day and New Year's Eve.

Mr. Breslin further spoke in favor of the agreement with Lounges Entertainment as recommended by the Community Events Commission. It was noted that undue delay would make securing bands for the summer festival more difficult.

There being no further public comment, the Town Council President closed the public comment portion of the meeting.

Communications:

1. Communication from the *Highland Census Complete Count Committee* regarding the status of its Implementation of the Action Plan for the March 23, 2020 Meeting.

The Town Council acknowledged the receipt of the communication from the Complete Count Committee as information and did not require it to be read aloud.

HIGHLAND 2020 CENSUS COMPLETE COUNT COMMITTEE
Town Council Staff Report- March 23rd Meeting

Upcoming activities include the following: Ongoing Census message on Park Department electronic marquees; Census messages on electronic signs in Highland, operated by Lamar sign company, as space is available; Census message at the electronic sign site on north Indianapolis Blvd. from March 24th through March 31st; I have asked for a Census message to be placed on the April water bill; a press release will be issued early next week; and, I will be working with The Idea Factory to get Census content on the town's website and April's Gazebo Express.

I have provided a Proclamation for President Schocke's approval at your March 23rd meeting.

Online response to the Census is already underway. Residents can go to my2020census.gov to respond. Residents will be sent additional reminders from the US Census Bureau throughout April. However, while online participation is being emphasized, everyone will have the option to complete the form either online (including through use of a smart phone), by mail or by phone.

Unfortunately, the COVID-17 challenge has altered plans that the Complete Count Committee had put together. As part of our town's Complete Count Committee's Action Plan, we hope to have opportunities for internet access available through the Highland Library and both the Civil and School Towns of Highland to residents who might need it, in order to encourage response to the Census online. Current closings of town, school and library facilities could likely make such plans unworkable, but the committee will continue to monitor the situation.

The virus response has also cancelled a planned outreach at the Chamber's "Breakfast With the Easter Bunny", which has been cancelled and a planned insert in the next newsletter to the Hampton-in-Highland complex. Whether additional activities can be done in mid-to-late April remains to be seen.

Respectfully submitted,
Lance Ryskamp- Co-Chair

General Orders and Unfinished Business:

- 1. Introduced Ordinance No. 1715:** An Ordinance to Amend Section 5.11.02 of the Highland compensation and Benefits Ordinance, Particularly Amending the Provisions Special Administrative Leave Under Extreme and Unexpected Circumstances concerning National Emergencies.
Councilor Zemen introduced and filed Ordinance No. 1715, at the Town Council meeting of March 16, 2020. There was no further action.

Councilor Herak moved to adopt Ordinance No. 1715. Councilor Zemen seconded.

Councilor Herak then moved to amend Ordinance No. 1715 with the following written language extending the emergency Administrative Leave provisions to all part-time workers, making the language more consistent with the recently federally adopted Families Special Emergency Family and Medical Leave Act and the companion Emergency Sick Leave Act. Councilor Zemen seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The amendment to Ordinance No. 1715 was adopted.

On the motion to passed and adopt Ordinance No. 1715, now amended, there was a roll call vote. With five affirmatives and no negatives, the motion passed. The ordinance as amended was adopted.

Ordinance No. 1715
of the
TOWN of HIGHLAND, INDIANA

AN ORDINANCE to AMEND SECTION 5.11.02 OF the HIGHLAND COMPENSATION AND BENEFITS ORDINANCE, PARTICULARLY AMENDING THE PROVISIONS SPECIAL ADMINISTRATIVE LEAVE UNDER EXTREME AND UNEXPECTED CIRCUMSTANCES CONCERNING NATIONAL EMERGENCIES

WHEREAS, IC 36-8-1 et.seq, and particularly IC 36-8-2-4 confer upon all local units, except Townships, the powers to "regulate conduct, or use or possession of property, that might endanger the public health, safety, or welfare.";

Whereas, On March 13, 2020, the President of the United States of America declared a National Emergency concerning the novel coronavirus, now more specifically known as COVID-19, and the State of Indiana, though the Governor and other authorities have proposed guidelines, bans, and various edicts concerning the conduct of society in light of the National Emergency;

Whereas, The Town Council determines that a change of the section regarding Special Administrative Leave amending the chapter to include certain guidelines related to the treatment of exempt and non-exempt

employees of the Town of Highland, along with some clarifying modifications, to be necessary and desirable in the administration of the municipality and of benefit to the Town of Highland Employees and 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 Compensation and Benefits Ordinance be hereby amended as to Section 5.11.02, which shall hereafter read as follows:

5.11.02 Special Administrative Leave

A municipal employee may be granted administrative leave with pay and continuation of benefits in limited circumstances, where deemed necessary and appropriate. The leave shall not exceed ten (10) days but may be renewed or extended with the same approval needed for the initial grant of leave. The leave may not be initiated by the employee to whom the leave is granted, except in the case of an illness reasonably suspected by the employee to be the same illness that resulted in the declaration of a National Emergency as declared by the President of the United States.

(A) Categories of Employees and Treatment under this Section.

1. Full-Time Exempt Employees, regardless of the department of the Town in which they are so employed, shall be eligible for the application of this policy, to its fullest extent.
2. Full-Time Non-Exempt Employees who are required to work at least forty (40) hours per calendar week, and are eligible for overtime pay, regardless of the department of the Town in which they are so employed, shall be eligible for the application of this policy, to its fullest extent.
- ~~3. Part-Time Non-Exempt Employees, who are eligible for overtime pay, and work at least thirty (30) hours per week, shall be eligible for the application of this policy, but to a limited extent as more fully described in subsection (ii) below, unless:
 - i. Said Employee has been employed by the Town of Highland for less than six (6) months, in which case this Section shall not apply.
 - ii. Part-Time Non-Exempt Employees that work at least thirty (30) hours per week shall be eligible for Special Administrative Leave under this policy. In calculating the pay for said Employees under this Section 5.11.02(A)(3)(ii), said Employees shall receive the average weekly pay received by said Employee for the preceeding year, adjusted for seasonal work and hours as determined by the Clerk-Treasurer. If it is the case that said Employee has been in the employ of the Town of Highland for less than one (1) year, (but for greater than six (6) months), the average weekly pay shall be calculated using the average of the actual time worked while in the employ of the Town of Highland.~~
3. *Part-time non-exempt employees:* All part time employees shall be compensated under special administrative leave subject to Subsection 3(i) and the following:
 - (i) The clerk-treasurer shall be tasked with calculating the amount of such compensation based upon what the usual and ordinary pay would be for each worker according to an average of the usual schedule for that worker as determined by the last six months of compensation;
 - (ii) For all members of the fire department the compensation based upon officer designation will continue without regard to hours worked;
 - (iii) For all members of the fire department except the Fire chief, the compensation shall be based on the average of calls for the last two quarters or the actual calls, whichever is higher;
 - (iv) Part-time workers who are compensated under this section, who apply for unemployment compensation, will be required to repay the municipality for remuneration received from the State under that program;
4. That for any circumstances not addressed under this section, the Clerk-Treasurer under the Clerk-Treasurer's authority under IC 36-5-6-6(4), and the Town Council President under emergency authority are empowered to fashion a compensatory remedy consistent with law and the purposes and object of the special administrative leave provision. (*Amendment*)

(B) Before administrative leave with pay and continuation of benefits may be granted, except in the case of an illness reasonably suspected by the Employee to be the same illness that resulted in the declaration of a National Emergency as declared by the President of the United States, documentation of and rationale for the leave must be made on a form approved by and filed with

the Clerk-Treasurer, and carrying the signatures of the following persons for the accompanying purposes:

1. The appropriate department head, evidencing approval; if the employee is a department head, only the signatures of the following officers will be required;
2. Chairman of the relevant Board or Commission; and
3. The Municipal Executive (Town Council President), evidencing notice of the action.

(C) In the case of an Employee who takes leave without prior approval because they reasonably suspect that they may have contracted or know that they have been exposed to the same illness that resulted in the declaration of a National Emergency as declared by the President of the United States, the approval, retroactive or otherwise, of the Special Administrative Leave will depend upon the Employee's enumerated reasons and rationale for taking said leave and an opinion from a licensed medical professional stating that said reason(s) were medically justifiable.

(D) For all compensation under 5.11.02 related to a National emergency, should be documented in a fashion that the Clerk-Treasurer prescribes.

Introduced on the 16th day of March 2020.

DULY ORDAINED AND ADOPTED this 23rd Day of March 2020, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of 5 in favor and 0 opposed, as amended.

TOWN COUNCIL of the TOWN of
HIGHLAND, INDIANA

/s/Mark Schocke, President (IC 36-5-2-10)

Attest:

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

2. **Works Board Order No. 2020-08:** An Order of the Works Board Accepting the Proposal of Lounges Entertainment LLC for Professional Entertainment and Stage Services for the Town of Highland, Associated with Independence Day Festivities, and to Comply with the Provisions of IC 22-5-1.7 et seq. *(At the meeting of March 09, 2020, a motion to pass and adopt did not obtain a second. So the matter was not considered. After further review the matter is set for consideration again.)*

Councilor Zemen moved the passage and adoption of Works Board Order No. 2020-08. Councilor Herak seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The order was adopted.

Town of Highland
Board of Works
Order of the Works Board 2020-08

AN ORDER OF THE WORKS BOARD ACCEPTING THE PROPOSAL OF LOUNGES ENTERTAINMENT LLC FOR PROFESSIONAL ENTERTAINMENT AND STAGE SERVICES FOR THE TOWN OF HIGHLAND, ASSOCIATED WITH INDEPENDENCE DAY FESTIVITIES, AND TO COMPLY WITH THE PROVISIONS OF IC 22-5-1.7 ET SEQ.

Whereas, The Town of Highland, as part of its exercise of public powers related to culture and recreation, generally conferred in IC 36-10-2, annually marks the anniversary of the Nation's declaration of Independence with appropriate festivals including live musical performance as entertainment;

Whereas, The *Tom Lounges Entertainment, LLC* has presented to the Community Events Commission a proposed agreement for professional entertainment and stage services for the Town of Highland to be conducted during the 2020 Independence Day Festival;

Whereas, The Community Events Commission favorably recommends to the purchasing agency, the approval of the proposed agreement for professional entertainment and stage services for the Town of Highland to be conducted during the 2020 Independence Day Festival as submitted by Tom Lounges Entertainment, LLC;

Whereas, These professional services owing to their unique requirements and character, as a service, may be purchased in a manner that is determined to be reasonable, pursuant to Section 3.05.090 of the HMC and IC 5-22-6;

Whereas, The Town Council as the Works Board of the Municipality, pursuant to Section 3.05.030 (A)(1) of the HMC serves as purchasing agency for the Municipality and its executive departments except those executive departments which are expressly subject to the purchasing authority of a relevant governing board of jurisdiction; and

Whereas, The purchase price exceeds \$15,000.00, pursuant to Section 3.05.040 (C) and Section 3.05.050(B)(3) of the HMC requires the express approval of the purchasing agency; and

Whereas, The purchase of services will be supported by the several funds of the Town and there is sufficient appropriation or resources in order to support the purchase of services; and

Whereas, The Town Council now desires to approve, authorize and allow the purchase of services pursuant to the terms stated herein,

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

Section 1. That the proposal/agreement for professional entertainment and stage services of **Tom Lounges Entertainment, LLC**, 104 Fraser Lane, Hobart, Indiana, 46342, prepared and presented by its principal, Tom Lounges, which includes providing appropriate stage production for the events booked, all entertainment booking, providing lighting, offering emcee services, contracting and artist payments and related services according to the written terms set forth in the agreement, for the *all the days of the event* is hereby accepted, approved and adopted in every respect, provided that **Tom Lounges Entertainment, LLC** complies with the provisions of IC 22-5-1.7 et seq., and completes the relevant portions of the attached exhibit styled as Addendum for e-verify;

Section 2. That the fees for performance of the service identified in the proposal of **\$33,000** for the entertainment to be booked for the annual Independence Day festival to be conducted on and around July 4th 2020, and production services, is found to be reasonable and fair;

Section 3. That the Town Council finds and determines that the manner of purchase for these professional services owing to their unique requirements and character as a service, are both reasonable and appropriate, pursuant to Section 3.05.090 of the HMC and IC 5-22-6;

Section 4. That the Clerk-Treasurer is hereby authorized to issue a purchase order, in the proper year, to **Tom Lounges Entertainment, LLC** and to execute all documents necessary to implement the purchase of services thereof;

Section 5. That the proper officers of the municipality are hereby authorized to identify the proper funds of the municipality that may be lawfully expended in order to support and implement the purchase of these services.

Be it so Ordered.

DULY, PASSED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 23rd day of March 2020 having passed by a vote of 5 in favor and 0 opposed.

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

/s/ Mark J. Schocke, President (IC 36-5-2-10)

Attest:

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

- 3. Works Board Order No. 2020-13:** An Order of the Works Board Accepting the Proposal of Mad Bomber Fire Works Productions for Professional Pyrotechnics and Fireworks Displays Services for the Town of Highland, Associated with Independence Day and New Year's Eve Festivities, and to Comply with the Provisions of IC 22-5-1.7 et seq.

Councilor Herak moved the passage and adoption of Works Board Order No. 2020-13. Councilor Zemen seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The order was adopted.

Town of Highland
Board of Works
Order of the Works Board 2020-13

AN ORDER OF THE WORKS BOARD ACCEPTING THE PROPOSAL OF MAD BOMBER FIRE WORKS PRODUCTIONS FOR PROFESSIONAL PYROTECHNICS AND FIREWORKS DISPLAYS SERVICES FOR THE TOWN OF HIGHLAND, ASSOCIATED WITH INDEPENDENCE DAY AND NEW YEAR'S EVE FESTIVITIES, AND TO COMPLY WITH THE PROVISIONS OF IC 22-5-1.7 ET SEQ.

Whereas, The Town of Highland, as part of its exercise of public powers related to culture and recreation, generally conferred in IC 36-10-2, annually marks the anniversary of the Nation's declaration of Independence, and the special period of New Year's eve, with appropriate festivals and fireworks and pyrotechnics displays;

Whereas, The Clerk-Treasurer, pursuant to Section 3.05.050(D)(9) of the HMC, serves as the Purchasing Agent for any department or office for which an agent is not otherwise expressly provided, and for all executive departments of the municipality; and

Whereas, The *Mad Bomber Fireworks Productions* of Kingsbury Indiana has presented to the Community Events Commission a proposed agreement for professional pyrotechnic and Fireworks Display services for the Town of Highland to be conducted on Independence Day and New Year's Eve;

Whereas, The Community Events Commission favorably recommends to the purchasing agency, the approval of the proposed agreement for professional pyrotechnic and Fireworks Display services for the Town of Highland to be conducted on Independence Day and New Year's Eve *Mad Bomber Fireworks Productions* of LaPorte, Indiana;

Whereas, These professional services owing to their unique requirements and character, as a service, may be purchased in a manner that is determined to be reasonable, pursuant to Section 3.05.090 of the HMC and IC 5-22-6;

Whereas, The Town Council as the Works Board of the Municipality, pursuant to Section 3.05.030 (A)(1) of the HMC serves as purchasing agency for the Municipality and its executive departments except those executive departments which are expressly subject to the purchasing authority of a relevant governing board of jurisdiction; and

Whereas, The purchase price exceeds \$15,000.00, pursuant to Section 3.05.040 (C) and Section 3.05.050(B)(3) of the HMC requires the express approval of the purchasing agency; and

Whereas, The purchase of services will be supported by the several funds of the Town and there is sufficient appropriation or resources in order to support the purchase of services; and

Whereas, The Town Council now desires to approve, authorize and allow the purchase of services pursuant to the terms stated herein,

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

Section 1. That the proposal for pyrotechnic and fireworks display services of **Mad Bomber Fireworks Productions**, 3999 E. Hupp Road, Building R-3-1, LaPorte, Indiana, 46350, prepared and presented by Randy McCasland, its Director of Operations, which includes presentation of a Fireworks Display in the Evenings of July 4th, and December 31, 2020, according to the written terms set forth in the proposal, is hereby accepted, approved and adopted in every respect, provided that **Mad Bomber Fireworks Productions** complies with the provisions of IC 22-5-1.7 et seq., and provided that Mad Bomber completes the relevant portions of the attached exhibit styled as Addendum for e-verify;

Section 2. That the fees for performance of the service identified in the proposal of \$25,000 for the fireworks display to be conducted on July 4th, and \$5,000 for the fireworks display to be conducted on December 31 in 2020, for a total of \$30,000 are found to be reasonable and fair for the services and *frequencies* described;

Section 3. That the Town Council finds and determines that the manner of purchase for these professional services owing to their unique requirements and character as a service, are both reasonable and appropriate, pursuant to Section 3.05.090 of the HMC and IC 5-22-6;

Section 4. That the Clerk-Treasurer is hereby authorized to issue a purchase order, if applicable, to **Mad Bomber Fireworks Productions** and to execute all documents necessary to implement the purchase of services thereof;

Section 5. That the proper officers of the municipality are hereby authorized to identify the proper funds of the municipality that may be lawfully expended in order to support and implement the purchase of these services.

Be it so Ordered.

DULY, PASSED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 23rd day of March 2020 having passed by a vote of 5 in favor and 0 opposed.

TOWN COUNCIL of the TOWN of
HIGHLAND, INDIANA

/s/ Mark J. Schocke, President (IC 36-5-2-10)

Attest:

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

4. Works Board Order No. 2020-14: An Order Approving and Authorizing the Transfer of Vehicles Between the Departments of Police and Building and Inspection.

Councilor Zemen moved the passage and adoption of Works Board Order No. 2020-14. Councilor Herak seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The order was adopted.

THE TOWN of HIGHLAND
BOARD of WORKS ORDER NO. 2020-14

AN ORDER APPROVING AND AUTHORIZING THE TRANSFER of VEHICLES BETWEEN THE DEPARTMENTS OF POLICE AND BUILDING AND INSPECTION

WHEREAS, The Town Council for the Town of Highland is the Works Board of the Municipality pursuant to IC 36-1-2-24(3);

WHEREAS, The Town Council has been advised by the Metropolitan Police Department that it has been unduly impeded in purchasing police equipped patrol vehicles owing to unusual demand and inadequate supply from the few vendors that produce these specially equipped vehicles;

WHEREAS, The Town Council, acting as the works board, at its meeting of April 22, 2019 passed and adopted Works Board Order No 2019-11, authorizing the purchase of seven (7) new police equipped Dodge Chargers from Thomas Dodge of Highland, IN, with the purchase supported in part by trade-ins of some existing Vehicles, three of which were detailed to the Building and Inspection Department, all pursuant to I.C. 5-22-8 et seq.

WHEREAS, The Metropolitan Police Chief in consultation with the Building Commissioner, owing to the difficulty in procuring police equipped vehicles, has recommended that an exchange between the departments be authorized, in which, the Police Department would proffer three (3) new Dodge Brand Durango Sport Utility Vehicles, not yet purchased, to the Building and Inspection Department, and the Building and Inspection Department would tender its three (3) Dodge Chargers, all police equipped, to the Police Department;

WHEREAS, The Metropolitan Police Chief and the Building Commissioner have further recommended that disposal of the personal property to be executed as an exchange between two executive departments of the same governmental entity, constitutes a reassignment of municipal assets within the municipality, however to the extent *that it may apply*, constitutes a transfer of personal property supported by the provisions of IC 5-22-22, sections 9 and 10;

WHEREAS The Town Council now desires to favor the recommendation and take those steps necessary to authorize and approve the exchange of the of personal property between and among two executive department of the municipality pursuant to the applicable law,

NOW, THEREFORE, BE IT ORDERED by the Town Council of the Town of Highland, Lake County, Indiana:

Section 1. That the Town Council of the Town of Highland acting as the works board, hereby finds and determines the following:

(A) That there are certain articles of personal property possessed or owned by the municipality, through its Building and Inspection Department that are expressly described as follows:

- (1) 2019 Dodge Charger White VIN 2C3CDXKT9KH685927;
- (2) 2019 Dodge Charger White VIN 2C3CDXKT0KH685928;
- (3) 2019 Dodge Charger White VIN 2C3CDXKT2KH685929

(B) That these same articles of personal property possessed or owned by the municipality, through its Building and Inspection Department are desired by the Town of Highland, Police Department;

(C) That a transfer of the Dodge Chargers from the Building and Inspection Department is authorized provided that the Police Department obtains authorization and properly purchases three (3) new Dodge Durango Sport Utility Vehicles, and that these be tendered to the Building and Inspection Department;

(D) That the transfer and exchange as described in this order, between the Town of Highland Building and Inspection Department and the Town of Highland Police Department, two executive departments of the same municipality, and thereby within the authority of the town as a municipal government to acquire and own interests in personal property, as well as to use and maintain and dispose of its interests in such property, all pursuant to IC 36-1-4-5 and IC 36-1-4-6 as well as the authority of the municipality to operate a government, pursuant to IC 36-1-4-2, now be hereby found to be authorized and lawful;

Section 2. That the "disposal" of the personal property described herein, to be executed as an exchange between two executive departments of the same governmental entity, constitutes a reassignment of municipal assets within the municipality, however to the extent that it may apply, constitutes a transfer of personal property supported by the provisions of IC 5-22-22, sections 9 and 10;

Section 3. That the passage and adoption of this order does not relieve the Police chief from complying with the purchasing code of the town when acquiring the sport utility vehicles;

Section 4. That any records necessary to support this exchange between departments including but not limited to the re-titling of vehicles to the proper department of the Town of Highland by this order is hereby authorized.

Be It So Ordered.

DULY ADOPTED and ORDERED BY the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 23rd day of March 2020 having passed by a vote of 5 in favor and 0 opposed.

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

/s/Mark Schocke, President (IC 36-5-2-10)

Attest:

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

- 5. Works Board Order No. 2020-15: An Order Overturning, Withdrawing and Repealing a Purchase Authorized under Workers Board Order 2020-10 and then Approving and Authorizing the Metropolitan Police Chief to Purchase from Thomas Dodge of Highland, IN (4) four 2020 Dodge Durango Police vehicles pursuant to I.C. 5-22-10.**

Councilor Herak moved the passage and adoption of Works Board Order No. 2020-15. Councilor Zemen seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The order was adopted.

**Town of Highland
Board of Works
Order of the Works Board 2020-15**

An Order Overturning, Withdrawing and Repealing a Purchase Authorized under Workers Board Order 2020-10 and then Approving and Authorizing the Metropolitan Police Chief to Purchase from Thomas Dodge of Highland, IN (4) four 2020 Dodge Durango Police vehicles pursuant to I.C. 5-22-10.

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

Whereas, The Metropolitan Police Chief has determined a need to replace certain equipment and supplies and has further determined the purchase price will be no more than \$150,000.00;

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

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

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

Whereas, The Purchasing Agent, pursuant to IC 5-22-10, sections 4 and 5 and Section 3.05.065(E) and (F) of the Highland Municipal Code, elected to seek this purchase owing to emergency circumstances and the opportunity to get savings to the Town owing to the purchase prices being lower than that of the State QPA from Thomas Dodge, 9604 Indianapolis Blvd., Highland, IN at a stated price of \$28,288 per vehicle for (3) and \$27,897 for (1) for a total of \$112,761;

Whereas, The purchase of the vehicle will be supported duly approved appropriations in the Municipal Capital Cumulative Fund (MCCD) and in the Public Safety LIT Fund; and,

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

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

Section 1. That the Works Board hereby authorizes and approves the purchase from Thomas Dodge of Highland for the purchase of four (4) 2020 AWD Dodge Durangos at the total price of \$112,761.00 minus the trade-ins of \$11,000.00, for a total price of \$101,761;

Section 2. That the Works Board hereby finds and determines that the purchase from Thomas Dodge of Highland to offer a unique savings to the Town of Highland as it is lower than the State QPA for the same vehicles and owing to emergency circumstances, all pursuant to IC 5-22-10, sections 4 & 5 and Section 3.05.065 (E) and (F) of the Highland Municipal Code;

Section 3. That the Metropolitan Police Chief is now authorized and approved as follows:

- (A) To execute the purchase agreement and any additional documents in order to implement this purchase;
- (B) To file with the Sr. Chancery/Bursar Clerk in the Office of the Clerk-Treasurer a proper list with serial numbers of the vehicles traded-in to support the recording of these disposals;
- (C) To file with the Sr. Chancery/Bursar Clerk in the Office of the Clerk-Treasurer a proper list with serial numbers of the vehicles purchased to support the recording of these acquisitions and then file all other associated documents as financial materials with the Office of the Clerk-Treasurer, pursuant to IC 36-5-4-14;

Be it so Ordered.

DULY, PASSED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 23rd day of March 2020 having passed by a vote of 5 in favor and 0 opposed.

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

/s/ Mark J. Schocke, President (IC 36-5-2-10)

Attest:

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

Comments from the Town Council:

(Good of the order)

- **Councilor Bernie Zemen:** • *Fire Department, Liaison* • *Liaison to the Plan Commission*

Councilor Zemen urged all residents to observe the Governor's order and stay at home to slow the spread of the Corona Virus COVID 19.

- **Councilor Mark Herak:** • *Budget and Finance Chair • Liaison to the Advisory Board of Zoning Appeals • Town Board of Metropolitan Police Commissioners, Liaison • Public Works Liaison.*

Councilor Herak echoed the remarks of Councilor Zemen. Councilor Herak also commended the Town Council President, the Clerk-Treasurer and the several department heads for their work in assisting the response to the Corona Virus Pandemic Exigency.

- **Councilor Tom Black:** *Liaison to the Board of Sanitary Commissioners • Liaison to the Board of Waterworks Directors.*

Councilor Black, responding electronically and remotely, acknowledged the Public Works Department for its great work in getting salt out on roadways during a recent cold weather incident.

- **Councilor Roger Sheeman:** *Chamber of Commerce Liaison • Liaison to the Community Events Commission • Information Technology Liaison • Redevelopment Commission Liaison • Tree Board liaison.*

Councilor Sheeman commended the IT Consultant, (Contract) Ed Dabrowski for his work in making the electronic meeting work and comply with the relevant rules regarding simultaneous communication between those remotely participating and those in the actual site of the Town Hall plenary meeting room.

- **Councilor President Mark Schocke:** *Town Executive • Chair of the Board of Police Pension Trustees • Park and Recreation Liaison.*

The Council President acknowledged the Parks and Recreation Superintendent reported that promoting participation in the Census will be included on the electronic signs located at Main Square, Lincoln Community Center and Sharp Athletic Complex

The Town Council President also commended the department heads, all the municipal employees and the Clerk-Treasurer for their work in transitioning the municipality to adjust for the social distancing requirements while preserving continuity of services during the period of the Corona Virus Pandemic.

Comments from Visitors or Residents:

There were no comments from visitors or residents.

Payment of Accounts Payable Vouchers. There being no comments from visitors or residents, Councilor Zemen moved to allow the vendors accounts payable vouchers as filed on the pending accounts payable docket, covering the period **March 10, 2020 through March 23, 2020.** Councilor Herak seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The accounts payable vouchers for the vendor docket were allowed, payments allowed in advance were ratified, the payroll dockets listed were ratified and for all remaining invoices, the Clerk-Treasurer was authorized to make payment.

Vendors Accounts Payable Docket:

General Fund, \$287,587.82; Motor Vehicle Highway and Street (MVH) Fund, \$56,952.76; Federal Forfeited and Seized Assets Fund, \$11,758.00; Law Enforcement Continuing Education, Training, and Supply Fund, \$585.09; Insurance Premium Agency Fund, \$103,563.00; Information and Communications Technology Fund,

\$9,421.91; **Civil Donation Fund**, \$3,117.07; **Special Events Non Reverting Fund**, \$176.99; **Police Pension Fund**, \$300.00; **Traffic Violations and Law Enforcement Agency Fund**, \$6,000.00; **Total: \$479,462.64.**

Adjournment of Plenary Meeting. There being no further business before the Town Council, agenda having been completed, the Town Council President declared the regular plenary meeting of the Town Council of Monday, March 23, 2020 adjourned at 7:47 O'clock p.m.

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

Approved by the Town Council at its meeting of _____, 2020.

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

HIGHLAND 2020 CENSUS COMPLETE COUNT COMMITTEE

Town Council Staff Report- April 13th Meeting

Upcoming activities include the following: Ongoing Census message on Park Department electronic marquees through April; Census messages on electronic signs in Highland, operated by Lamar sign company, as space is available; I will be asking for a Census message to be placed on the May water bill; continued social media posts and “Shares” by other Department’s social media outlets; and, I will be working with The Idea Factory to get Census content on the town’s website and May’s Gazebo Express.

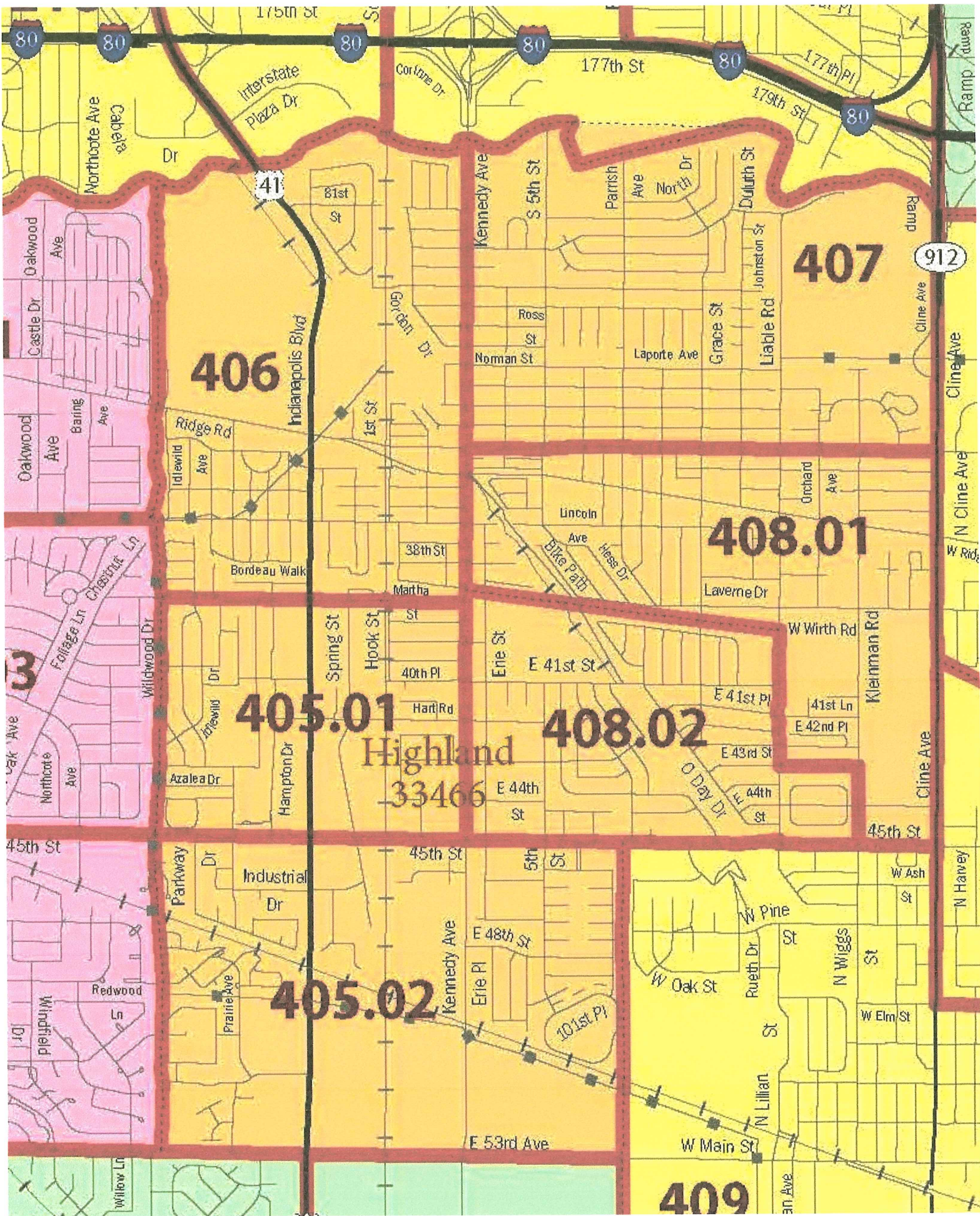
Thank you for signing the Census Day Proclamation at your March 23rd meeting.

Online response to the Census is already underway. Residents can go to my2020census.gov to respond. In addition, residents who wish to respond by phone may call 844-330-2020. Finally, residents who have not already responded are receiving paper questionnaires to fill out and mail in. This is the more traditional means of responding, so hopefully those residents who are not comfortable with or unable to respond online, will use the mail-in method.

Despite the impact that COVID-19 has had on the Complete Count Committee’s planned outreach, self-response numbers are coming in at a decent level. I have attached the stats for the last couple of weeks, along with a Census tract map, as part of this report. We are doing consistently better than the national, state and county rates to date, and are middle of the pack compared to some of our Lake County neighbors. My hope is that the mail-in option is going to help boost the rates. The census tract with the apartment complexes, which is historically not as strong of a self-responding area, is our weakest area thus far. Planned outreach there, which was impacted by COVID-19, has most likely hindered response to date.

However, in response to COVID-19, the US Census Bureau has extended deadlines for self-response and has postponed field operations. Most significant is that currently no in-person home visits, which were to take place at the beginning of May, will happen before the end of May. Even if that date is not pushed back further, there may be some outreach opportunities possible in that area sometime in May that I will continue to explore.

Respectfully submitted,
Lance Ryskamp- Co-Chair



406

407

408.01

405.01

408.02

405.02

409

Highland
33466

912

80

80

80

80

80

80

41

3

HIGHLAND 2020 CENSUS
SELF-RESPONSE RATE %

DATE	NAT'L	STATE	L CTY	HIGHLAND	#405.1	#405.2	#406	#407	#408.1	#408.2
2010-Final		69.6	67.5	80.7	74.4	80.5	77.3	83.7	84.2	83.7
20-Mar	14.1	15.7	15.6	18.5	18.3	29.5	23.7	16.1	12.4	11.2
22-Mar	16.7	18.6	18.6	21.9	20.4	32	25.8	19.7	17.6	16.3
23-Mar	19.2	21.5	21.5	24.6	21.6	33.8	28.1	22.7	21.5	20.2
24-Mar	21	23.4	23.6	26.9	23.6	35.5	29.9	25.5	24.1	23.2
25-Mar	23.6	26.1	26.6	31.2	25.8	36.8	32.4	32.3	30.1	29.9
26-Mar	26.2	28.9	29.3	34.5	28	38.2	34.6	37	35.8	33.8
27-Mar	30.2	33.4	33.6	38.4	30.7	40.9	37.3	41.8	41.3	39
28-Mar	31.6	35	35.3	39.9	33	41.8	38.2	43.5	42.8	40.8
29-Mar	33.1	36.7	36.9	41.9	34.8	44.1	42	45.1	44.3	42.2
30-Mar	34.7	38.5	38.8	44.2	37	46.9	44.6	47.1	46.3	44.2
31-Mar	36.2	40.1	40.5	46.4	38.7	50.4	47.4	49	48	46.2
1-Apr	38.4	42.4	43.3	50	41.2	52.6	49.6	54.3	52.8	50.7
2-Apr	41.3	45	46.8	54.5	44.1	55.8	53.2	59.3	58.9	57.4
3-Apr	42.8	46.5	48.3	56.1	45.4	57.4	54.9	60.6	60.7	59.3
6-Apr	44.5	48.2	49.7	57.7	46.7	58.4	56.5	63	62.5	60.8
7-Apr	45.7	49.4	50.7	59	47.7	59.4	58	64.5	64.4	61.8
8-Apr	46.2	49.8	51.1	59.5	48.2	59.8	58.4	64.9	65.3	62
9-Apr	46.7	50.3	51.5	60	48.7	60.1	58.9	65.5	65.9	63

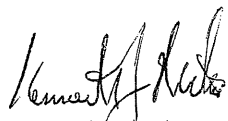
Building Report March, 2020

PERMIT TYPE	#	Res.	Comm.	Est. Cost	Fee Collected
Commercial Buildings	7	0	7	\$ 324,605.00	\$ 5,484.50
Comm. Additions/Remodel	0	0	0	\$ -	\$ -
Signs	3	0	3	\$ 8,232.00	\$ 836.00
Single Family	0	0	0	\$ -	\$ -
Duplex/Condo	0	0	0	\$ -	\$ -
Residential Additions	0	0	0	\$ -	\$ -
Residential Remodeling	0	0	0	\$ -	\$ -
Garages	0	0	0	\$ -	\$ -
Sheds	1	1	0	\$ 4,900.00	\$ 230.00
Decks & Porches	2	2	0	\$ 14,098.00	\$ 376.50
Fences	7	7	0	\$ 44,148.00	\$ 1,238.00
Above/In ground pools	0	0	0	\$ -	\$ -
Drain Tile/Waterproofing	2	2	0	\$ 39,669.00	\$ 753.50
Misc (road cuts)(concrete work)	1	1	0	\$ 2,975.00	\$ 76.00
Total Building Permits	23	13	10	\$ 438,627.00	\$ 8,994.50
Electrical Permits	16	12	4	\$ -	\$ 1,832.00
					\$ -
Mechanical Permits	16	12	4	\$ -	\$ 1,602.00
Plumbing Permits	10	9	1	\$ -	\$ 1,541.80
Water Meters	1	1	0	\$ -	\$ 270.00
Water Taps	1	3	0	\$ -	\$ 200.00
Sewer/Storm Taps	2	0	0	\$ -	\$ 600.00
Total Plumbing Permits	14	13	1	\$ -	\$ 2,611.80

March 2020 Code Enforcement: 108 Investigations and 1 Citation was issued.

Inspections done for the month of March 2020 were as follows: 24 Building Inspections, 11 Plumbing Inspections, 9 HVAC and 26 Electrical Inspections. There was 1 Electrical Exam given.

Submitted By:



Kenneth J. Mika

FIRE DEPARTMENT REPORT

Month of MARCH 2020

<u>Type of Calls</u>	<u>March 2020</u>	<u>YTD</u>
General Alarms	6	23
Paid Still Alarms	12	66
Still Alarms	<u>5</u>	<u>17</u>
Total Calls in 2020		106

2020

**TOWN OF HIGHLAND INJURIES FOR THE MONTH
MARCH**

CASE	DATE	DEPARTMENT	DESCRIPTION	Record Only No Med Treatment	OSHA Recordable	Not OSHA Recordable	Filed with WC Insurance
	OF INJURY						
			No Injuries for the month				

RO = Record Only

DEPARTMENT	INJURIES	YEAR TO	TOTAL	RESTRICTED	LOST DAYS	RESTRICTED	LOST DAYS
	THIS MONTH	DATE	2019	DAYS THIS YEAR	THIS YEAR	DAYS 2019	2019
PARK & REC						0	0
FIRE			1			0	0
POLICE			4			0	0
STREET			1			0	0
WATER/SEWER			5	31		0	0
MAINTENANCE			1			14	2
OTHER			1			0	0
TOTALS	0	0	13	31	0	14	2

Effective January 1, 2002 OSHA changed the recordkeeping guidelines. We now count the number of days lost from the day after the injury until the employee returns to work. Weekends, holidays, vacation days or other days scheduled off are included in the lost days count to a maximum of 180 days

**TOWN OF HIGHLAND
ENACTMENT (ORDINANCE)
ENACTMENT NO. 2020-21**

AN ENACTMENT EXPRESSING A FINDING AND DETERMINATION THAT AN EMERGENCY CONTINUES TO EXIST AND AFFIRMING THE TOWN EXECUTIVE'S PROCLAMATION 2020-02 DECLARING A LOCAL DISASTER EMERGENCY, GRANTING A TIME EXTENSION AND CONFERRING SPECIAL AUTHORITY ON THE MUNICIPAL EXECUTIVE OF THE TOWN OF HIGHLAND.

Whereas, From time to time circumstances exist such that an exigency occurs that could not reasonably be foreseen and that threatens the public health, welfare, or safety and requires immediate action; and

Whereas, The President of the United States and the Governor of the State of Indiana have issued emergency declarations in consequence of the Corona Virus COVID-19 Pandemic;

Whereas, It is of vital public interest that continuity of government operations be preserved and supported during the national, state and local responses to the current exigency;

Whereas, It is noted that the Town of Highland, through its Town Council President, as the principal executive officer did issue a finding and determination that an emergency exists sufficient to support the declaration of a *Local Disaster Emergency*, Styled as Emergency Proclamation No. 2020-02, all pursuant to IC 10-14-3-29;

Whereas, It is further noted that the Town of Highland, through its Town Council, as the governing body did concur in those a findings and determinations and pursuant to 10-14-3-29, did extend the seven days duration for the proclamation three additional seven day periods, bringing the period of the Town Executive's authority under the proclamation to expire on April 16, 2020;

Whereas, In order to allow the lawful alacrity of response and action by the public resources of the Town of Highland, the Town Council President, as municipal executive, should be expressly granted such authority to act for the town, in the interest of administrative efficiency and where the public good requires it, the Highland Town Council desires to authorize and extend further certain emergency powers consistent with IC 10-14-3-29;

Now Therefore be it hereby Enacted by the Town Council of the Town of Highland, Lake County, Indiana as follows:

Section 1. That the Town Council does now hereby affirm and make the following findings and determinations:

(A) That the Town Council President, pursuant to IC 10-14-3-29, did issue a proclamation stating, that there now exists a local disaster emergency in the Town of Highland, Lake County, Indiana, to be continued for a period not to exceed seven (7) days from the date of its entry, except by the consent of the Town Council as the governing body of the Town of Highland;

(B) That the Town Council did pass Enactment No. 2020-20 granting its consent and approval to extend the period of the proclaimed emergency for three (3) additional seven-day periods, conferring fully twenty-eight days for the period of emergency authority, which will expires on April 16, 2020 unless the Town Council elects to act;

(C) That subject to law, the Town Council now desires that the period of the emergency authority granted by Executive Proclamation No. 2020-02, affirmed and extended by Enactment No. 2020-20, should be further extended;

Section 2. That, this enactment serves as approval of the governing body that it grants the Town Council President authority to act during the local exigency for six (6) additional periods of authority, extending the period by forty-nine (49) days, which shall end on May 24, after which, such authority will require action by the Town Council as the legislative body of the municipality;

Section 3. That the effect of this enactment is affirm and to confer such powers that are granted a municipal executive under IC 36-4 et seq and IC 36-5 et sequitur, except the authority to dismiss or demote a public officer acting as a department head, and the procedure affecting the adoption of ordinances or resolutions of the municipality;

Section 4. That the tolling for the extension of authority under this enactment shall begin upon the expiration of the existing authority, upon the passage and adoption of the enactment;

Section 5. That the Clerk-Treasurer shall inform the Town Council as to the duration of approved authority remaining as conferred by this enactment.

Introduced and Filed on the 13^h Day of April 2020. Consideration on the same day or at same meeting of introduction sustained a vote of ____ in favor and ____ opposed, pursuant to IC 36-5-2-9.8.

DULY ORDAINED AND ADOPTED this ____ Day of _____ 2020, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of ____ in favor and ____ opposed.

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

Mark J. Schocke, 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)**

TOWN of HIGHLAND
RESOLUTION NO. 2020-18

**A RESOLUTION REGARDING THE DISPOSITION OF A
SURPLUS OF PROCEEDS IN THE CORPORATION CAPITAL FUND
AND DIRECTING ITS TRANSFER TO THE CORPORATION BOND
AND INTEREST FUND, PURSUANT TO I.C. 5-1-13 ET SEQ.**

WHEREAS, Indiana Code 5-1-13-2(a) provides that whenever bonds are issued for any lawful purpose or project and the purpose or project for which the bonds were issued has been abandoned or accomplished, leaving a surplus in proceeds or investment, the body responsible for issuing the bonds may use the surplus only in the manner prescribed in IC 5-1-13-2(b);

WHEREAS, Indiana Code 5-1-13-2(b) further provides that the legislative body by use of order, ordinance or resolution entered of record direct the disbursing officer of such local issuing body to transfer the surplus to the fund designated for the repayment of the bonds and upon such order, resolution or ordinance being made, the disbursing officer *shall* make such transfer;

WHEREAS, The Clerk-Treasurer has advised the town Council that there exists a small cash surplus in the **Corporation Capital Fund (92)**, remaining from projects that have been accomplished or abandoned in the amount of five thousand, three hundred forty-eight dollars and two cents (\$5,348.02);

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

Section 1. That Town Council of the Town of Highland, now finds and determines that the purpose for which the Corporation Public Works Notes and Bonds were issued has been accomplished and that there exists a surplus in the fund in the amount of five thousand, three hundred forty-eight dollars(\$5,348.02);

Section 2. That the Clerk-Treasurer as the disbursing and fiscal officer of the municipality, is hereby instructed, authorized and directed to transfer the surplus in its entire amount, to the fund pledged to the payment of principal and interest on the debt instruments, that fund being the **Corporation Bond and Interest Fund (26)**;

Section 3. That upon passage, adoption and receipt of this resolution, the Clerk-Treasurer shall make the transfer described herein;

Duly Adopted by the Town Council of the Town of Highland, Lake County, Indiana, this 13th day of April 2020. Having been passed by a vote of _____ in favor and _____ opposed.

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

Mark J. Schocke, 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)

*** Proof of Publication ***

State of Indiana)
) ss:
Lake County)

ADVERTISEMENT FOR BIDS
ROAD MATERIALS AND
SUPPLIES (CONCRETE WORK)
TOWN OF HIGHLAND
DEPARTMENT OF PUBLIC
WORKS

Personally appeared before me, a notary public in and for said county and state, the undersigned Nicole Muscari who, being duly sworn, says that She/he is Legal Clerk of the Northwest Indiana Times newspaper of general circulation printed and published in the English language in the Town of Munster in state and county afore-said, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 2 time(s), the date(s) of publication being as follows:
March 6, 13, 2020

Notice is hereby given that the Town Council of the Town of Highland, Lake County, Indiana, will receive sealed bids for the following supplies, materials, and services, for the year 2020.

Road Materials and Services
Concrete Curbing (Rollback and Highback)
Concrete Sidewalk
Concrete Driveway

Bids will be received at the Highland Municipal Building, 3333 Ridge Road, Highland, Indiana until 10:00 a.m. (local time), Tuesday, March 24, 2020, at which time all bids will be opened and read aloud. The bid documents, including specifications, are on file at the office of the Clerk-Treasurer of the Town of Highland, 3333 Ridge Road, Highland Indiana and may be obtained upon request. All bids are to be furnished in accordance with specifications on file in the office of the Clerk-Treasurer in quantities shown in said specification. Such materials are to be furnished when requested by the Director of Public Works or his designee.

Bidders shall execute their bids on forms prescribed by the Town of Highland and shall include the usual statutory non-collusion affidavit. Contractors and Sub-Contractors are required to pay not less than the Davis-Bacon prevailing wage rate established by the U.S. Department of Labor and included in the Project Specifications. Each Bidder must ensure that all employees and applicants for employment are not discriminated against because of their race, creed, color, sex, or national origin.

Each bid shall be accompanied by an acceptable certified check or cashier's check made payable to the Town of Highland or an acceptable bid bond, executed by an incorporated surety company in good standing and qualified to do business in the State of Indiana, in an amount equal to 5 percent of the total bid price.

The successful bidder will be required to furnish, execute, and deliver to the Town of Highland a satisfactory performance bond in the amount of their bid to guarantee the faithful performance of the contract.

The Town Council of the Town of Highland reserves the right to reject any and all bids.

John M. Bach
Director of Public Works
Highland, Indiana
3/6, 9/13-38318 -hspaxl

TOWN OF HIGHLAND PUBLIC WORKS /Legals

JOHN BACH
3333 RIDGE ROAD
HIGHLAND IN 46322

ORDER NUMBER 38318

The undersigned further states that the Northwest Indiana Times newspaper maintains an Internet website, which is located at www.nwi.com website and that a copy of the above referenced printed matter was posted on such website on the date(s) of publication set forth above.

Nicole Muscari, Legal Clerk

By: Sallie Huana

Subscribed and sworn to before me this 13 day of March, 2020

Dawn Renee Heili
Notary Public

My commission expires:



Section: Legals

Category: 198 Legal - Lake County

PUBLISHED ON: 03/06/2020, 03/13/2020

TOTAL AD COST: 52.12

FILED ON: 3/13/2020

Town of Highland
Public Works
(Governmental Unit)

To: The Times Media Company

Lake County, Indiana

601-45th Avenue, Munster, IN 46321

PUBLISHER'S CLAIM

LINE COUNT

Display Master (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) -- number of equivalent lines
Head -- number of lines
Body -- number of lines
Tail -- number of lines
Total number of lines in notice

COMPUTATION OF CHARGES

76 lines, 1 column wide equals 76 equivalent lines at .6948 (-1 line)
cents per line \$ 52.12
Additional charges for notices containing rule or tabular work (50 per cent of above amount)
Charge for extra proofs of publication (\$1.00 for each proof in excess of two)
TOTAL AMOUNT OF CLAIM \$ 52.12

DATA FOR COMPUTING COST

Width of single column in picas 9p4
Number of insertions 2
Size of type 7.0 point.
38318

Pursuant to the provisions and penalties of IC 5-11-10-1, I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

I also certify that the printed matter attached hereto is a true copy, of the same column width and type size, which was duly published in said paper (2) times. The dates of publication being as follows:

March 6, 13, 2020

Additionally, the statement checked below is true and correct:

- Newspaper does not have a Web site.
- ..X.. Newspaper has a Web site and this public notice was posted on the same day as it was published in the newspaper.
- Newspaper has a Web site, but due to technical problem or error, public notice was posted on
- Newspaper has a Web site but refuses to post the public notice.

Date 3/13/20

Nicole L. Muscari
Title: Legal Clerk
By: Sallie Lucena

ATTACH COPY OF ADVERTISEMENT HERE

TOWN OF HIGHLAND
BOARD OF WORKS
ORDER OF THE WORKS NO. 2020-18

**An Order of the Works Board Accepting Certain Bids for Road
Materials, Supplies, and Services, Concrete Work, and
Awarding a Concrete Services Contract to H3 Concrete,
Incorporated for the Year 2020**

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

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

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

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

Whereas, The Purchasing Agent, pursuant to §3.05.060(H) of the HMC, expected that the purchase, aggregate, would be more than \$150,000 and invited bids in accordance with Section §3.05.060(H) of the HMC;

Whereas, The Public Works Director has prepared bid specifications for the work anticipated for the year 2020 and the work was bid in accordance with §3.05.060(H) of the HMC;

Whereas, Bids, tabulation *attached hereto*, were received at 10:00 a.m. of March 24, 2020; and,

Whereas, The Public Works Director has reviewed the bids and recommends that H3 Concrete Inc., be awarded the bid for all classes of concrete work based on being the lowest responsive and responsible bidder,

Now, Therefore, Be it Ordered, by the Town Council, acting as the works board of Highland, Indiana, pursuant to IC 36-1-2-24(4):

Section 1. That the bid for concrete from H3 Concrete Inc. be hereby accepted as the lowest responsive and responsible bid as follows:

Concrete – Highback Curb (< 100 LF)	\$30.80 per LF
Concrete – Highback Curb (> 100 LF)	\$26.70 per LF

Concrete – Rollback Curb (< 100 LF)	\$27.30 per LF
Concrete – Rollback Curb (> 100 LF)	\$25.40 per LF
Concrete – 4” Sidewalk (< 500 SF)	\$6.70 per SF
Concrete – 4” Sidewalk (> 500 SF)	\$6.00 per SF
Concrete – 6” Driveway	\$6.90 per SF
Curb Ramp (ADA)	\$11.80 per SF

Be It So Ordered.

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

DULY, PASSED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 13th day of April 2020 having passed by a vote of ____ in favor and ____ opposed.

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

Mark J. Schocke, 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)

Estimated Quantity	Unit	Description	Big Concrete		H3 Concrete, Inc		Gariup Construction Co, inc		Rex Construction Co., Inc.	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
500	LF	Highback Curb (< 100 LF)	\$ 25.50	\$ 12,750.00	\$ 30.80	\$ 15,400.00	\$ 75.00	\$ 37,500.00	\$ 35.00	\$ 17,500.00
500	LF	Highback Curb (> 100 LF)	\$ 28.50	\$ 14,250.00	\$ 26.70	\$ 13,350.00	\$ 50.00	\$ 25,000.00	\$ 35.00	\$ 17,500.00
1000	LF	Rollback Curb (< 100LF)	\$ 23.50	\$ 23,500.00	\$ 27.30	\$ 27,300.00	\$ 75.00	\$ 75,000.00	\$ 34.00	\$ 34,000.00
1000	LF	Rollback Curb (> 100LF)	\$ 25.50	\$ 25,500.00	\$ 25.40	\$ 25,400.00	\$ 50.00	\$ 50,000.00	\$ 34.00	\$ 34,000.00
2500	SF	4" Sidewalk (< 500 SF)	\$ 6.50	\$ 16,250.00	\$ 6.70	\$ 16,750.00	\$ 30.00	\$ 75,000.00	\$ 9.00	\$ 22,500.00
2500	SF	4" Sidewalk (> 500 SF)	\$ 7.00	\$ 17,500.00	\$ 6.00	\$ 15,000.00	\$ 17.00	\$ 42,500.00	\$ 8.50	\$ 21,250.00
2000	SF	6" Driveway	\$ 7.50	\$ 15,000.00	\$ 6.90	\$ 13,800.00	\$ 25.00	\$ 50,000.00	\$ 9.50	\$ 19,000.00
3000	SF	Curb Ramp (ADA)	\$ 27.00	\$ 81,000.00	\$ 11.80	\$ 35,400.00	\$ 30.00	\$ 90,000.00	\$ 15.00	\$ 45,000.00
			\$ 205,750.00		\$ 162,400.00		\$ 445,000.00		\$ 210,750.00	

CLAUSE (ADDENDUM) and AFFIDAVIT ADDENDUM TO BE ADDED
TO CONTRACT FOR SERVICES TO BE PROVIDED TO TOWN OF
HIGHLAND

(as required by I.C. 22-5-1.7 -11, effective July 1, 2011)

Verification of Work Eligibility Status

1. _____ of H3 CONCRETE, INC.,
(hereinafter called "Contractor") understands and agrees that:

(A) It is required to enroll in and verify the work eligibility status of all employees hired after the date of this contract through the E-Verify program.

(B) This requirement shall be waived if the E-Verify program ceases to exist. For the purposes of this paragraph, the "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603); and

2. An authorized representative of the Contractor has signed the attached affidavit concerning the employment of unauthorized aliens.

This contract clause is developed pursuant to SEA 590 codified as IC 22-5-1.7-11 (a)(1).

Authorized Signatory

Title:

Date: _____

**AFFIDAVIT OF SERVICE PROVIDER or CONTRACTOR
WITH THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA
REGARDING HIRE OF UNAUTHORIZED ALIENS**

State of Indiana)
)
County of Lake) SS:

A F F I D A V I T

I, the undersigned, authorized representative, authorized officer or agent of **H3 CONCRETE, INC.**, hereinafter called "contractor", which has a contract for services or goods with the Town of Highland, Lake County, Indiana, having given solemn affirmation, hereby depose(s) and say(s), that the contractor does not knowingly employ an unauthorized alien.

FURTHERETH AFFIANT SAYETH NOT.

Signed: _____, Affiant.

Certificate of Notary

On this ____ day of _____, 2020, before me personally came and appeared **the affiant herein named**, known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me that she executed same for the purpose therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires: _____.

County of Residence: _____.

(seal)

NOTARY

**TOWN of HIGHLAND
Board of Works
Order of the Works Board No. 2020-19**

AN ORDER OF THE WORKS BOARD ACCEPTING A PROPOSAL FROM DEAN'S LAWN AND LANDSCAPING FOR LANDSCAPE MAINTENANCE SERVICES IN DOWNTOWN HIGHLAND AND THREE (3) WELCOME TO HIGHLAND SIGN PLANTERS IN THE AMOUNT OF THIRTY-FOUR THOUSAND THREE HUNDRED NINETY DOLLARS AND NO CENTS (\$34,390.00)

Whereas, The Department of Public Works had determined to outsource the landscape maintenance functions to qualified landscape service contractors in downtown Highland and at three (3) Welcome to Highland sign planters in 2020;

Whereas, The Public Works Director had prepared specifications and schedule of services to be performed throughout the course of year and had solicited proposals from four (4) landscape services contractors, known to provide service, pursuant to the specifications and schedule of services sought;

Whereas, The following bids/proposals were received at 10:00am on Friday, March 20, 2020:

<u>Vendor</u>	<u>Quote:</u>
Angotti Landscaping	\$40,555.00
Cutting Edge Lawn Maintenance & landscaping	\$36,710.00
Bearit's	\$36,210.00
Dean's Lawn & Landscaping	\$34,390.00

Whereas, The Public Works Director has reviewed the proposals and determined that the proposal from Dean's Lawn & Landscaping in the amount of Thirty-four Thousand Three Hundred Ninety Dollars and Cents (\$34,390.00) to be the lowest responsive and responsible service proposal;

Whereas, Section 3.15.180 of the Highland Municipal Code provides that for public work for the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property, in which the cost of the public work is estimated to be less than \$150,000, the board may award a contract for that public work in the manner provided in IC 5-22;

Whereas, IC 5-22-9-2 (b) provides that if the purchase is estimated to be below \$50,000 in cost, then the purchase can be made pursuant to rules made by the governmental body and such rules are evidenced in Highland Municipal Code, Section 3.05.060 (G), which provides that in the case of a purchase of less than \$50,000, a purchasing agency may solicit quotes from at least three persons known to deal in the lines sought;

Whereas, Section 3.05.040 (C) of the Highland Municipal Code further provides that no purchase that exceeds the purchasing value limits set forth in Section 3.05.050 (B)(3), which in this case is \$15,000, may not be executed without the express approval of the purchasing agency;

Whereas, Section 3.05.030 (A)(1) identifies the Town Council as the Works Board of the town as the purchasing agency for the public works department;

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

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

Now, Therefore, Be It Ordered, by the Town Council of the Highland, Indiana, acting as the works board:

Section 1. That the proposal of Dean's Lawn & Landscaping for Landscape Maintenance Services in Downtown Highland and three (3) Welcome to Highland sign planters in the amount of Thirty-four Thousand Three Hundred Ninety Dollars and Cents (\$34,390.00) is hereby accepted as the lowest responsive and responsible quote;

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

Be it so ordered.

DULY, PASSED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 13th day of April 2020 having passed by a vote of ____ in favor and ____ opposed.

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

Mark J. Schocke, 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)

2020 Downtown Landscape Bid Proposal's

Task	Freq/Unit	Cutting Edge		Beart's		Angotti		Dean's Lawn	
		Per Each	Total	Per Each	Total	Per Each	Total	Per Each	Total
Spring Clean-up	1	\$ 3,500.00	\$ 3,500.00	\$ 2,900.00	\$ 2,900.00	\$ 2,850.00	\$ 2,850.00	\$ 2,850.00	\$ 2,850.00
Hardwood Mulch	1	\$ 5,250.00	\$ 5,250.00	\$ 5,500.00	\$ 5,500.00	\$ 5,300.00	\$ 5,300.00	\$ 5,300.00	\$ 5,300.00
Plant Annual Flowers (per flat)	60	\$ 28.00	\$ 1,680.00	\$ 33.50	\$ 2,010.00	\$ 28.00	\$ 1,680.00	\$ 33.50	\$ 2,010.00
Perform Summer Trimmer	1	\$ 3,400.00	\$ 3,400.00	\$ 3,500.00	\$ 3,500.00	\$ 3,445.00	\$ 3,445.00	\$ 3,450.00	\$ 3,450.00
Fall Trimming	1	\$ 1,900.00	\$ 1,900.00	\$ 2,000.00	\$ 2,000.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00
Fall Clean-up	2	\$ 1,750.00	\$ 3,500.00	\$ 1,450.00	\$ 2,900.00	\$ 2,850.00	\$ 5,700.00	\$ 1,425.00	\$ 2,850.00
Weeding	12	\$ 1,050.00	\$ 12,600.00	\$ 1,000.00	\$ 12,000.00	\$ 1,201.67	\$ 14,420.00	\$ 1,040.00	\$ 12,480.00
Blow Sidewalks	6	\$ 480.00	\$ 2,880.00	\$ 400.00	\$ 2,400.00	\$ 501.67	\$ 3,010.00	\$ 450.00	\$ 2,700.00
Addendum No. 1 (Mulch and Soil Removal Per SqFt)	1,000	\$ 2.00	\$ 2,000.00	\$ 3.00	\$ 3,000.00	\$ 2.25	\$ 2,250.00	\$ 0.85	\$ 850.00
Total Cost			\$ 36,710.00		\$ 36,210.00		\$ 40,555.00		\$ 34,390.00

**CLAUSE (ADDENDUM) and AFFIDAVIT ADDENDUM TO BE ADDED TO
CONTRACT FOR SERVICES TO BE PROVIDED TO TOWN OF HIGHLAND
(as required by I.C. 22-5-1.7 -11, effective July 1, 2011)**

Verification of Work Eligibility Status

1. _____ of DEAN'S LAWN and LANDSCAPING, INC., (hereinafter called "Contractor") understands and agrees that:

(A) It is required to enroll in and verify the work eligibility status of all employees hired after the date of this contract through the E-Verify program.

(B) This requirement shall be waived if the E-Verify program ceases to exist. For the purposes of this paragraph, the "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and control Act of 1986 (P.L. 99-603); and

2. An authorized representative of the Contractor has signed the attached affidavit concerning the employment of unauthorized aliens.

This contract clause is developed pursuant to SEA 590 codified as IC 22-5-1.7-11 (a)(1).

Authorized Signatory

Title:

Date: _____

**AFFIDAVIT OF SERVICE PROVIDER or CONTRACTOR
WITH THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA
REGARDING HIRE OF UNAUTHORIZED ALIENS**

State of Indiana)
)
County of Lake) SS:

A F F I D A V I T

I, the undersigned, authorized representative, authorized officer or agent of **DEAN'S LAWN and LANDSCAPING, INC.**, hereinafter called "contractor", which has a contract for services or goods with the Town of Highland, Lake County, Indiana, having given solemn affirmation, hereby depose(s) and say(s), that the contractor does not knowingly employ an unauthorized alien.

FURTHERETH AFFIANT SAYETH NOT.

Signed: _____, Affiant.

Certificate of Notary

On this ____ day of _____, 2020, before me personally came and appeared **the affiant herein named**, known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me that she executed same for the purpose therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires: _____.

County of Residence: _____.

(seal)

NOTARY

**Town of Highland
Board of Works
Order of the Works Board 2020-20**

An Order Approving and Authorizing the Metropolitan Police Chief to enter into a purchase agreement with Vermillion Systems, Inc., IN to purchase Intersection Hi-Def Video Camera system equipment and accessories, and finding it a Special Purchase pursuant to I.C. 5-22 and Section 3.05 of the Highland Municipal Code.

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

Whereas, The Metropolitan Police Chief has determined a need to replace certain equipment and supplies and has further determined the purchase price will be below \$50,000.00 and an opportunity has arisen which enables the department to purchase additional Intersection Hi-Def Video Camera system equipment and accessories;

Whereas, The Metropolitan Police Chief has identified Vermillion Systems, , Inc., through the State of Indiana to be a desirable source vendor for the purchase of equipment and supplies at a price of \$18,760.20;

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

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

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

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

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

Whereas, The purchase of the Intersection Hi-Def Video Camera system equipment and accessories will be supported by appropriations in the **Public Safety Local Income Tax (LIT) Fund**; and,

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

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

Section 1: That the Works Board hereby authorizes and approves the purchase from Vermillion Systems, Inc. 603 Roosevelt Road, Walkerton, IN, for the purchase of the Intersection Hi-Def Video Camera system equipment and accessories in the amount of \$18,760.20, pursuant to IC 5-22 and Section 3.05.060 (G) (2) of the Highland Municipal Code;

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

- (A) That from Vermillion Systems, Inc. 603 Roosevelt Road, Walkerton, IN is the sole source to meet the police departments reasonable requirements for this purchase; and,
- (B) That for this purchase, the compatibility of equipment, accessories or replacement parts is a substantial consideration; and,
- (C) That for the foregoing rationale, this purchase qualifies as a special purchase pursuant to IC 5-22-10 et seq. and HMC Section 3.05.065 (I);

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

Be It So Ordered.

DULY, PASSED, ADOPTED AND ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 13th day of April 2020 having passed by a vote of _____ in favor and _____ opposed.

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

Mark J. Schocke, 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)

VERMILLION SYSTEMS, INC.
603 Roosevelt Road
Walkerton, IN 46574
(574) 586-9341

SUPPLEMENTAL AGREEMENT

This agreement between VERMILLION SYSTEMS, INC. (hereinafter referred to as "ABB. NAME" or "ALARM COMPANY") and Highland Police Department (hereinafter referred to as "Subscriber"), supplements the prior agreement between the parties dated _____ covering the Subscriber's premises at 3315 Ridge Road Highland, IN 46322 Phone: _____

The parties hereto agree:

* 1. That Subscriber has requested VERMILLION to sell and install additional security equipment at Subscriber's premises described above:

Subscriber agrees to pay to VERMILLION:	
Price for additional work:	\$ 18760.20
Taxes:	\$ 0.00
Total:	\$ 18760.20
Down Payment:	\$ _____
Balance due upon completion of installation:	\$ 18760.20

Approximate date work to begin: _____ Estimated date work to be substantially completed: _____

* 2. Subscriber agrees to pay an additional \$ _____ per month for the term of the agreement.

SCHEDULE OF INSTALLATION AND DESCRIPTION OF EQUIPMENT:

See attached Estimate # 011420-6R3.

* 3. Subscriber has requested VERMILLION to increase its limitation of liability and in consideration thereof Subscriber has agreed to pay an additional \$ _____ per month. VERMILLION's maximum liability shall be \$ _____.

4. The provisions of the agreement which this agreement supplements shall be incorporated herein and shall govern the installation or any services provided for in the agreement.

5. The original agreement between the parties shall remain in full force and effect, modified only as specifically provided herein.

VERMILLION SYSTEMS, INC.:

SUBSCRIBER:

By: _____

Subscriber: Signature by Authorized Officer _____ Title of Person Signing _____

Print Name _____

Tax ID or EIN _____

* omit if inapplicable

Subscriber agrees to have its credit card automatically charged for all additional work under this agreement.

Subscriber: Signature by Authorized Officer _____



VERMILLION SYSTEMS, INC.

SECURITY SOLUTIONS

603 Roosevelt Road • Walkerton, IN 46674 • Phone: 674-588-9341 • Fax: 674-586-9346
 info@vermillion-systems.com • http://www.vermillion-systems.com

Quotation # 011420-6R3

Date: 3/12/2020

CUSTOMER: Highland Police Department
 Attn: Sgt. Glen Cox
 3315 Ridge Road
 Highland, IN 46322

Phone: 219-406-3848 - Glen c
 Fax:
 Email: guox@highland.in.gov

Ship To:
 45th & Prairie
 Intersection of 45th St. & Prairie Aves.
 Highland, IN 46322

Job Description				
45th & Prairie				
Qty	Item	Description	Unit Cost	Total
1	VMA-EN...	Avigilon ACC ES 8-Port Appliance, 8 TB, NA	3,085.00	3,085.00T
4	5.0C-H5S...	Avigilon 5.0 MP, WDR, LightCatcher, Day/Night, Indoor/Outdoor Bullet Camera, 9.5-31mm f/1.4, Integrated IR	720.00	2,880.00T
4	H4-BO-JB...	Avigilon Junction box for the H4A HD Bullet, H4SL HD Bullet, or H4 Thermal cameras	90.00	360.00T
4	H4-MT-P...	Pole mount adapter for use with H4A-MT-WALL1, H4-BO-JBOX1, H4SL, H4F, H4 PTZ, H4 IR PTZ and H4 Multisensor cameras	90.00	360.00T
1	Structured ...	Wireless Transceiver Package	399.00	399.00T
250	CAT6 DB	Category 6 Data Cable Direct Burial	0.56	140.00T
2	Hardware	Miscellaneous Cabling Hardware, Fasteners, and Supplies	14.00	28.00T
1	Boom Daily	Equipment Rental: Boom Lift - Daily Rental with Pickup and Delivery	375.00	375.00T
1	Install	Installation Labor including Cabling, Mounting and Configuration of Devices, and Customer Training	3,200.00	3,200.00
1	Labor Items	-install wireless radios and related interior cable -aim 4 cameras -connect cameras to video appliance, adjust settings, verify recording Subcontract Labor -install 8 outdoor rated data cables from traffic control cabinet to each of the 6 camera locations, 1 wireless radio location, and 1 future camera location shown on map -install 4 Avigilon cameras on traffic signal arms -install 2 Vigilant LPR cameras on traffic signal arms -install LPR intelligence box and connect cameras SUBTOTAL	7,933.20	7,933.20
				18,760.20
Prices guaranteed for 60 days. We look forward to working with you!			Total	



VERMILLION SYSTEMS, INC.

SECURITY SOLUTIONS

803 Roosevelt Road • Walkerton, IN 46574 • Phone: 574-586-9341 • Fax: 574-586-9345
 info@vermillion-systems.com • http://www.vermillion-systems.com

Quotation # 011420-6R3

Date: 3/12/2020

CUSTOMER: Highland Police Department
 Attn: Sgt. Glen Cox
 3315 Ridge Road
 Highland, IN 46322

Phone: 219-406-3848 - Glen e
 Fax:
 Email: gcox@highland.in.gov

Ship To:
 45th & Prairie
 Intersection of 45th St. & Prairie Ave.
 Highland, IN 46322

Job Description				
45th & Prairie				
Qty	Item	Description	Unit Cost	Total
		**NOTES -Avigilon recording appliance will be located in traffic control cabinet. -Appliance will be wirelessly connected to network switch at nearby Strack & Van Til supermarket to allow remote access. Approvals for network connection, building construction, and device mounting will need to be obtained by client. Configuration of Strack's network for remote access to be completed by others. -All approvals for use of poles, conduit, and related traffic signal infrastructure will need to be obtained by client. -Network connection and internal routing to police department for remote access to be performed by city IT team. -Vermillion Systems can initially configure server to allow remote viewing by client. Setup of this remote connection requires a static IP address, cable connection to available open port on network router, and access to router configuration. Router configuration by others may be required. -Ask us how to protect your equipment with surge suppression. -Sales tax has not been included. Sales Tax	0.00%	0.00
Prices guaranteed for 60 days. We look forward to working with you!			Total	\$18,760.20

**CLAUSE (ADDENDUM) and AFFIDAVIT ADDENDUM TO BE ADDED TO
CONTRACT FOR SERVICES TO BE PROVIDED TO TOWN OF
HIGHLAND
(as required by I.C. 22-5-1.7 -11, effective July 1, 2011)**

Verification of Work Eligibility Status

1. _____ of VERMILLION SYSTEMS, INC., (hereinafter called "Contractor") understands and agrees that:

(A) It is required to enroll in and verify the work eligibility status of all employees hired after the date of this contract through the E-Verify program.

(B) This requirement shall be waived if the E-Verify program ceases to exist. For the purposes of this paragraph, the "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603); and

2. An authorized representative of the Contractor has signed the attached affidavit concerning the employment of unauthorized aliens.

This contract clause is developed pursuant to SEA 590 codified as IC 22-5-1.7-11 (a)(1).

Authorized Signatory

Title:

Date: _____

**AFFIDAVIT OF SERVICE PROVIDER or CONTRACTOR
WITH THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA
REGARDING HIRE OF UNAUTHORIZED ALIENS**

State of Indiana)
)
County of Lake) **SS:**

A F F I D A V I T

I, the undersigned, authorized representative, authorized officer or agent of **VERMILLION SYSTEMS, INC.**, hereinafter called "contractor", which has a contract for services or goods with the Town of Highland, Lake County, Indiana, having given solemn affirmation, hereby depose(s) and say(s), that the contractor does not knowingly employ an unauthorized alien.

FURTHERETH AFFIANT SAYETH NOT.

Signed: _____, Affiant.

Certificate of Notary

On this ____ day of _____, 2020, before me personally came and appeared **the affiant herein named**, known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me that she executed same for the purpose therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires: _____.

County of Residence: _____.

(seal)

NOTARY

**TOWN OF HIGHLAND
BOARD OF WORKS
ORDER OF THE WORKS BOARD NO. 2020-21**

AN ORDER APPROVING AND AUTHORIZING A REIMBURSEMENT AGREEMENT BETWEEN THE NORTHERN INDIANA PUBLIC SERVICE COMPANY LLC (NIPSCO) AND THE TOWN OF HIGHLAND FOR ENGINEERING SERVICES, PROPERTY ACQUISITION, AND CONSTRUCTION COSTS INCURRED AND ASSOCIATED WITH THIRTEEN LOCATIONS ON KENNEDY AVENUE RELATING TO THE KENNEDY AVENUE SIDEWALK REPLACEMENT PROJECT AND NIPSCO POWER POLE RELOCATION PROJECT

Whereas, The Northern Indiana Public Service Company (NIPSCO) had replaced utility poles along the western edge of the public right-of-way (ROW) along Kennedy Avenue between LaPorte Street and the Cady Marsh Ditch in the Town of Highland (NIPSCO Project);

Whereas, Due to the width of the ROW and buried utility conflicts, several utility poles were placed in the middle of the public sidewalk and because there is inadequate space between the public sidewalk and the street to move the poles east and there is insufficient ROW west of the existing sidewalk, the pole locations have created a barrier for pedestrians and are not in compliance with the Americans with Disabilities Act (ADA) guidelines;

Whereas, On June 21, 2019, the Town of Highland had notified NIPSCO that their Utility Project has created a condition on the public sidewalks in several locations, which impedes pedestrian movement pursuant to ADA guidelines;

Whereas, A meeting was held on July 23, 2019 between the Town of Highland and NIPSCO representatives to discuss alternatives to correct the condition and it was determined that NIPSCO would acquire/purchase additional property from adjoining property owners and fund all direct costs associated with the design and installation of public sidewalk at the several locations identified along Kennedy Avenue, all pursuant to ADA guidelines, and because the public ROW would be dedicated to and in the name of the Town of Highland, Highland would provide administrative services to implement the Sidewalk Replacement Project;

Whereas, NIPSCO has prepared and submitted a Reimbursement Agreement for consideration by the Town of Highland, which sets forth the terms and conditions of NIPSCO's reimbursement responsibilities and the responsibilities of the Town of Highland that are all consistent with the discussions from the July 23, 2019 meeting; and,

Whereas, The Town of Highland, through its Town Council, acting as the works board, now desires to accept and approve the reimbursement 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 Reimbursement Agreement, (incorporated by reference and made a part of this Order) between Northern Indiana Public Service Company LLC and the Town of Highland for the **Kennedy Avenue Sidewalk Replacement Project**, is hereby approved, adopted and ratified in each and every respect;

Section 2. That the terms of the Agreement are found to be reasonable and fair;

Section 3. That the Public Works Director be authorized to execute the Agreement with his signature as attested thereto by the Clerk-Treasurer.

Be it so ordered.

DULY, PASSED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 13th day of April 2020 having passed by a vote of ____ in favor and ____ opposed.

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

Mark J. Schocke, 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)

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT is made and entered into as of the 27 day of January, 2020 between Northern Indiana Public Service Company LLC, a limited liability company organized and existing under the laws of the State of Indiana (NIPSCO), and the Public Works Department of the Town of Highland, Indiana ("Highland").

WHEREAS, NIPSCO intends to perform certain electric line pole replacement work within Highland (the "Project") along Kennedy Avenue, and more specifically defined in Exhibit A attached hereto (the "Site"); and

WHEREAS, following completion of the Project, certain sidewalks throughout the Site may require repair and/or replacement as a direct result of the Project ("Repair Work"); and

WHEREAS, Highland intends to obtain and oversee the Repair Work, and seeks reimbursement from NIPSCO in an amount equal to 100% of the direct costs incurred by Highland as a result of the Repair Work, including costs of easements, labor, and materials required to be obtained to perform the Repair Work; and

WHEREAS, NIPSCO agrees to reimburse Highland for 100% of the direct costs incurred by Highland to complete the Repair Work, which reimbursement shall be in accordance with the terms and conditions hereinafter described.

NOW THEREFORE, NIPSCO and Highland agree as follows:

1. **Reimbursement Obligation.** NIPSCO hereby agrees to reimburse Highland for 100% of the undisputed, direct costs incurred by Highland in furtherance of the Repair Work. This obligation shall extend only to those portions of the Site requiring Repair Work as a direct result of NIPSCO's performance of the Project. NIPSCO reserves the rights to contest its reimbursement obligation on the basis that the Repair Work was not the direct result of NIPSCO's Project and was not, therefore, properly reimbursable.

2. Within forty-five (45) days of Highland's submission of a final invoice following completion of the Repair Work, NIPSCO shall remit payment to Highland via check. All invoices shall include detailed documentation NIPSCO reasonably deems necessary to support or justify the requested reimbursement amount. NIPSCO will not process invoices received without information required by NIPSCO. Invoices with missing information will be returned unpaid to Highland for correction.

3. Highland's records for all Repair Work, specifically including but not limited to pricing structure (lump sum, unit price, cost plus, or time & material with or without a guaranteed maximum or not-to-exceed amounts), coordinates of qualified Repair Work, and costs of easement acquisitions, shall upon reasonable notice be open to NIPSCO for inspection and subject to audit, scanning, and/or reproduction during normal business working hours. If an audit, inspection, or examination in accordance with this Section 3 discloses overpricing or overcharges to NIPSCO by

Highland, any adjustments and/or payments which must be made as a result of any such audit or inspection of Highland's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of NIPSCO's findings to Highland. The results of any such audit shall be considered joint confidential information of the parties, shall be protected using the same degree of care which each party uses to protect its separate confidential information (but in no event less than reasonable care), and shall not be disclosed to any third parties except as necessary for performance under this Agreement.

4. Highland hereby releases and waives any claim it may have or hereafter assert against NIPSCO related to performance of the Repair Work, and shall indemnify, defend and hold NIPSCO and its affiliates and subsidiaries harmless from and against any and all claims, causes of action, losses, damages penalties, or expenses arising from or related to the Repair Work. Highland expressly agrees that it, or its subcontractor, is responsible for control of the Repair Work, and NIPSCO shall have no liability whatsoever for any defects, errors, or damages associated therewith.

5. This Agreement shall be construed in accordance with the laws of the State of Indiana without reference to its conflict of laws rules. Exclusive jurisdiction for any controversy, claim or dispute arising under this Agreement shall be in the state or federal courts located in the Lake County, Indiana. The Parties agree to submit to the personal jurisdiction and venue of such courts for the purposes hereof and that they have waived their right to a jury trial with respect to any such controversy, claim or dispute. No provision of this Agreement shall be interpreted more or less favorably towards either party because its counsel drafted all or a portion hereof. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such provision shall be deemed to be restated to reflect the parties' original intentions as nearly as possible in accordance with applicable law(s). All of the remaining provisions of this Agreement shall nonetheless remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

6. Assignment. Neither party shall assign or transfer any rights, claims, or duties under, or related to, this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the parties hereto and its successors and assigns.

7. Non-Waiver. A waiver by either party of any breach of this Agreement shall not be held to be a waiver of any other breach. No approval given, payment made, possession taken, action taken, or failure to act by a party under this Agreement shall operate to relieve any party from any of its responsibilities under the Agreement or be deemed as an approval by the other party of any deviation contained in any items or documents subject to such approval from, or of any failure by such party to comply with, any requirement of the Reimbursement Agreement, unless such deviation or failure has been specifically approved by a written modification to this Reimbursement Agreement.

8. This Agreement constitutes the entire agreement between the parties and may be amended, modified, or waived only by a written amendment executed by authorized

representatives of both parties. This Reimbursement Agreement supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein. There are no representations, agreements, arrangements or understandings, oral or written, among the parties relating to the subject of this Reimbursement Agreement that are not fully expressed herein.

9. Construction. Any reference to any federal, state or local statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

IN WITNESS WHEREOF, the duly authorized representatives of NIPSCO and Highland have caused this Reimbursement Agreement to be executed as of the date first written above.

**Town of Highland, Indiana
Public Works Department**

**Northern Indiana Public Service
Company LLC**

By: _____

Name: John M. Bach

Title: Public Works Director

By: Jason D. Klaich

Name: Jason D. Klaich

Title: Director Major Projects - T&D

**TOWN OF HIGHLAND
BOARD OF WORKS
ORDER OF THE WORKS BOARD NO. 2020-22**

AN ORDER APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN FIRST GROUP ENGINEERING, INCORPORATED AND THE TOWN OF HIGHLAND TO PERFORM PROFESSIONAL RIGHT-OF-WAY AND PRELIMINARY DESIGN ENGINEERING SERVICES FOR THIRTEEN LOCATIONS ON KENNEDY AVENUE RELATING TO THE KENNEDY AVENUE SIDEWALK REPLACEMENT PROJECT ASSOCIATED WITH THE NIPSCO POWER POLE RELOCATION PROJECT AND PURSUANT TO AMERICAN WITH DISABILITIES ACT (ADA) GUIDELINES

Whereas, The Northern Indiana Public Service Company (NIPSCO) had replaced utility poles along the western edge of the public right-of-way (ROW) along Kennedy Avenue between LaPorte Street and the Cady Marsh Ditch in the Town of Highland (NIPSCO Project);

Whereas, Due to the width of the ROW and buried utility conflicts, several utility poles were placed in the middle of the public sidewalk and because there is inadequate space between the public sidewalk and the street to move the poles east and there is insufficient ROW west of the existing sidewalk, the poles locations have created a barrier for pedestrians and are not in compliance with the ADA guidelines;

Whereas, On June 21, 2019, the Town of Highland had notified NIPSCO that the Utility Project has created a condition on the public sidewalks in several locations, which impedes pedestrian movement pursuant to ADA guidelines;

Whereas, A meeting was held on July 23, 2019 between the Town of Highland and NIPSCO representatives to discuss alternatives to correct the condition and it was determined that NIPSCO would acquire/purchase additional property from adjoining property owners and fund all direct costs associated with the design and installation of public sidewalk at the several locations identified along Kennedy Avenue, all pursuant to ADA guidelines and because the public ROW would be dedicated to and in the name of the Town of Highland, Highland would provide administrative services to implement the Sidewalk Improvement Project;

Whereas, NIPSCO and the Town of Highland have entered into a Reimbursement Agreement, which sets forth the terms and conditions of the NIPSCO's reimbursement responsibilities and the responsibilities of the Town of Highland that are all consistent with the discussions from the July 23, 2019 meeting;

Whereas, First Group Engineering, Incorporated (Consultant) has offered and presented an agreement to provide and furnish Professional Right-of-Way and Preliminary Design Engineering Services in consideration for fees to be charged and billed monthly based upon a lump sum of the value of the services completed, in an amount not to exceed Thirty-five Thousand Five Hundred Dollars and 00/100 cents (\$35,500);

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

Whereas, The Town of Highland, through its Town Council now desires to 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, acting as the works board:

Section 1. That the Professional Right-of-Way and Preliminary Design Engineering Services Agreement, (incorporated by reference and made a part of this Order) between First Group Engineering, Incorporated and the Town of Highland for the Kennedy Avenue Sidewalk Replacement Project, is hereby approved, adopted and ratified in each and every respect;

Section 2. That the terms and charges under the agreement for Professional Engineering Services during Construction in the not to exceed fee amount of Thirty-five Thousand Five Hundred Dollars and 00/100 cents (\$35,500.00) is found to be reasonable and fair;

Section 3. That the Town of Highland, through its Town Council, believes that First Group Engineering, Incorporated has demonstrated professional competence and has the qualifications to perform the particular professional engineering services called for in the Agreement and associated project, pursuant to I.C. 5-16-11.1-5;

Section 4. That the Public Works Director be authorized to execute the Agreement with his signature as attested thereto by the Clerk-Treasurer.

Be it so ordered.

DULY, PASSED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 13th day of April 2020 having passed by a vote of ____ in favor and ____ opposed.

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

Mark J. Schocke, 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)

**CLAUSE (ADDENDUM) and AFFIDAVIT ADDENDUM TO BE ADDED
TO CONTRACT FOR SERVICES TO BE PROVIDED TO TOWN OF
HIGHLAND**

(as required by I.C. 22-5-1.7 -11, effective July 1, 2011)

Verification of Work Eligibility Status

1. _____ of **FIRST GROUP ENGINEERS, INC.**, (hereinafter called "Contractor") understands and agrees that:

(A) It is required to enroll in and verify the work eligibility status of all employees hired after the date of this contract through the E-Verify program.

(B) This requirement shall be waived if the E-Verify program ceases to exist. For the purposes of this paragraph, the "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603); and

2. An authorized representative of the Contractor has signed the attached affidavit concerning the employment of unauthorized aliens.

This contract clause is developed pursuant to SEA 590 codified as IC 22-5-1.7-11 (a)(1).

Dennis W. Cobb, P.E.

Title: President

Date: _____

**AFFIDAVIT OF SERVICE PROVIDER or CONTRACTOR
WITH THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA
REGARDING HIRE OF UNAUTHORIZED ALIENS**

State of Indiana)
) SS:
County of Lake)

A F F I D A V I T

I, the undersigned, authorized representative, authorized officer or agent of **FIRST GROUP ENGINEERS, INC.**, hereinafter called "contractor", which has a contract for services or goods with the Town of Highland, Lake County, Indiana, having given solemn affirmation, hereby depose(s) and say(s), that the contractor does not knowingly employ an unauthorized alien.

FURTHERETH AFFIANT SAYETH NOT.

Signed: _____, Affiant.

Certificate of Notary

On this ____ day of _____, 2020, before me personally came and appeared **the affiant herein named**, known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me that she executed same for the purpose therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires: _____.

County of Residence: _____.

(seal)

NOTARY

A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between The Town of Highland through the Highland Town Council, hereinafter referred to as the "Town" and FIRST GROUP ENGINEERING, INC., Consulting Engineers, hereinafter referred to as the "CONSULTANTS."

W I T N E S S E T H

WHEREAS, the TOWN desires to contract for right of way engineering on thirteen (13) locations in order to purchase land adjacent to NIPSCO power poles.

WHEREAS, the CONSULTANT has expressed a willingness to provide said Right of Way Engineering.

NOW, THEREFORE, the parties hereto agree that said CONSULTANT shall provide the services and documents, hereinbefore and hereinafter described, in relation to the following described project:

Highland/NIPSCO Right of way Engineering for Thirteen (13) Locations

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

Section I Services by CONSULTANT

The services to be provided by the CONSULTANT under this Agreement are as set out in Appendix "A," attached to this Agreement, and made an integral part hereof.

Section II Information/Services to be Furnished by the TOWN

The information and services to be furnished by the TOWN are as set out in Appendix "B," attached to this Agreement, and made an integral part hereof.

Section III Notice to Proceed and Schedule

The CONSULTANT shall begin the work to be performed under this Agreement immediately upon receipt of the Notice to Proceed from the TOWN, and shall deliver the work to the TOWN in accordance with the schedule contained in Appendix "C," attached to this Agreement, and made an integral part hereof.

Section IV Compensation

The CONSULTANT shall receive payment for the work performed under this Agreement as set forth in Appendix "D," attached to this Agreement, and made an integral part hereof.

The cost principles contained in the Federal Acquisition regulations, 48 CFR Subpart 31.2, shall be adhered to for work under this Agreement.

Section V General Provisions

1. Ownership of Documents

All documents, including tracings, drawings, reports, estimates, specifications, field notes, investigation, studies, etc., as instruments of service, are to be the property of the TOWN. During the performance of the services, herein provided for, the CONSULTANT shall be responsible for any loss or damage to the documents, herein enumerated, while they are in his possession and any such loss or damage shall be restored at his expense. Full access to the work during the progress of the work shall be available to the TOWN.

2. Responsibility of Claims and Liabilities

The CONSULTANT shall be responsible for all damage to life and property due to activities of the CONSULTANT, his subcontractor, agents or employees in connection with such services, and shall be responsible for all parts of his work, both temporary and permanent. It is expressly understood that the CONSULTANT shall indemnify and hold harmless the TOWN from claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage, hereinafter provided.

3. Changes in Work

In the event the TOWN requires a major change in scope, character or complexity of the work after the work has progressed, adjustments in compensation to the CONSULTANT and in time for performance of the work as modified, shall be determined jointly by the TOWN and the CONSULTANT. The CONSULTANT shall not commence the additional work or the change of the scope of the work until an agreement on the above is reached.

4. Abandonment and Termination

The TOWN reserves the right to terminate or suspend this Agreement upon written notice.

(A) If the TOWN shall abandon the services herein mentioned, the CONSULTANT shall deliver to the TOWN all data, reports, drawings, all specifications and estimates completed or partially completed and these shall become the property of the TOWN. The earned value of the work performed shall be based upon the CONSULTANT'S estimate of the portions of the total services as have been rendered to the date of abandonment.

(B) If, at any time, for any cause whatsoever, the CONSULTANT shall abandon or fail to timely perform any of its duties hereunder, including the preparation and completion of plans and specifications within the several times hereinbefore specified, or within such further extensions of time as agreed upon, the TOWN may give written notice, that if the CONSULTANT shall not within thirty (30) calendar days from the date of such notice, have complied with the requirements of this Agreement, then the Agreement is deemed terminated. Upon the mailing or delivery of such notice or personal delivery of such notice or personal delivery thereof to the CONSULTANT, and the failure of the CONSULTANT within said described thirty (30) day period to fully comply with each and all requirements, this Agreement shall terminate. When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the CONSULTANT at its last known address.

(C) In case the TOWN shall act under the last preceding paragraph, then and in such event, all data, reports, drawings, plans, sketches, sections, and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Agreement, shall be delivered within thirty (30) days to the TOWN

5. Successors and Assignees

The TOWN, insofar as authorized by law, binds itself and its successors, executors, administrators and assignees, to the other party of this Agreement and to the successors, executors, administrators and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement. Except as above set forth, neither the TOWN nor the CONSULTANT shall assign, sublet or transfer its or his interest in this Agreement without the consent of the other.

6. Compliance with State and Other Laws

The CONSULTANT specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that he or they will comply with any and all State, Federal, and Local Statutes, ordinances, and regulations and obtain all permits that are applicable to the entry into and the performance of this Agreement.

7. Workmen's Compensation and Liability Insurance

The CONSULTANT shall procure and maintain until final payment by the TOWN for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Indiana covering all operations under this Agreement whether performed by him or by his subcontractor. The CONSULTANT will not be given a notice to proceed until the CONSULTANT has furnished a certificate or certificates in a form satisfactory to the TOWN, showing that this section has been complied with. During the life of this Agreement, the CONSULTANT shall furnish the TOWN with certificates showing that the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or canceled until ten (10) days written notice has been given to the TOWN. In the event that such written notice of change or cancellation is given, the TOWN may at its option terminate this Agreement and no further compensation shall in such case be made to the CONSULTANT.

The kinds and amounts of insurance required are as follows:


- (A) Policy covering the obligations of the CONSULTANT in accordance with the provisions of the Workmen's Compensation Law. This Agreement shall be void and of no effect unless the CONSULTANT procures such policy and maintains it until acceptance of the work.
- (B) Comprehensive Policies of Bodily Injury Liability and Property Damage Liability Insurance, including Owners or Contractors Protective Coverage and a Save and Hold Harmless Endorsement of the types herein specified each with Bodily Injury Limits of liability of not less than \$1,000,000.00 for each person, including death at any time resulting therefrom, and not less than \$1,000,000.00 for all damages arising out of injury to or destruction of property.
- (C) Automobile Policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than \$1,000,000.00 for each person, including death at any time resulting therefrom, and not less than \$1,000,000.00 for all damages arising out of injury to or destruction of property, including hired and non-owned vehicles.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the day and year first above written.

CONSULTANT

TOWN OF HIGHLAND

Dennis W Cobb
Dennis W. Cobb President

John M. Bach, Public Works Director 

October 24, 2019
Date

Date

ATTEST:

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

APPROVED AS TO LEGALITY AND FORM

John P.Reed,
Attorney for the Town of Highland

APPENDIX "A"

Services by the CONSULTANT

A. The CONSULTANT shall provide any field survey required for preparation of legal descriptions and exhibits.

B. The CONSULTANT shall obtain the last deed of record of the parent parcels from the County Recorder.

C. The CONSULTANT shall prepare a legal description for the areas to be purchased.

D. The CONSULTANT shall prepare an Exhibit showing the location of the proposed parcels in reference to the parent parcel.

E. The CONSULTANT shall prepare Pro Forma Transfer documents for review by the TOWNS Attorney.

F. The CONSULTANT shall provide one appraisal of one parcel for the TOWN's use.

G. Upon completion, the CONSULTANT shall provide hard copies of the above documents to the TOWN.

APPENDIX "B"

Information and Services to be furnished by the TOWN

The TOWN shall furnish the CONSULTANT with the following:

- a. Maps showing locations of areas to be obtained.
- b. Size of the proposed purchase.

APPENDIX "C"

Schedule

All work by the CONSULTANT under this Agreement shall be completed and delivered to the TOWN no later than sixty (60) days after the notification to proceed from the TOWN, exclusive of review time.

For the purpose of contract control, the work will be submitted by the CONSULTANT to the TOWN for review and approval within the above approximate time period.

APPENDIX "D"

Compensation

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed \$35,500.00 unless a modification of the Agreement is approved in writing by the TOWN.

2. The CONSULTANT will be paid for the work performed under this Agreement, on a lump sum basis in accordance with the following schedule:

Right of Way Engineering

\$2,500.00 per parcel x 13 Parcels.....	\$ 32,500.00
Appraisal (1 Parcel).....	\$ <u>3,000.00</u>
TOTAL.....	\$ 35,500.00

B. Method of Payment

1. The CONSULTANT shall submit invoices to the TOWN, not more often than once per month during the progress of work, for partial payment of the account for the work completed to date. Such invoices shall represent the value, to the TOWN, of the partially completed work based on the proportion which its percentage of completion bears to the total cost of the fully completed work.

2. The TOWN for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the CONSULTANT for rendering such services the fee established above upon completion of the work thereunder and acceptance thereof by the TOWN.
3. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Section V, Item 3 (Changes in Work) of the General Provisions, set out in the Agreement.
4. In the event the CONSULTANT, upon written order from the TOWN is required to perform extra work, not coming under the provisions of Item 3, (Changes in Work), noted above, the CONSULTANT shall receive payment for such extra work on the following basis:
 - a. The time the CONSULTANT's technical personnel, while working directly on the extra work, shall be paid for at the CONSULTANT's actual payroll costs, plus negotiated fixed fee.
 - b. Plus CONSULTANT's other direct out-of-pocket expenses incidental to such work and as approved by the TOWN.
5. The cost principles contained in 41 CFR, Sub-part 1-15.2, as modified by Sub-part 1-5.102 shall be adhered to for work under this contract.

**THE TOWN of HIGHLAND
ORDER OF THE WORKS BOARD NO. 2020-23**

AN ORDER OF THE WORKS BOARD APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN NIES ENGINEERING, INCORPORATED AND THE TOWN OF HIGHLAND TO PERFORM PROFESSIONAL DESIGN ENGINEERING SERVICES FOR THE 2020 COMMUNITY CROSSINGS MATCHING GRANT (CCMG) STREET IMPROVEMENT AND RESURFACING PROJECT IN THE AMOUNT NOT-TO-EXCEED \$49,000

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 determined to improve certain streets (Projects) in the Town of Highland and had applied and been approved for a Community Crossings Matching Grant in the amount of \$1,000,000, which represents one-half the of the estimated total amount of the Project;

Whereas, The Projects include the streets described in an exhibit affixed to and made a part of this order;

Whereas, NIES Engineering, Incorporated has offered and presented an agreement to provide and furnish **Professional Design Engineering Services** in consideration for fees to be charged and billed monthly based upon a not-to-exceed amount of Forty-nine Thousand Dollars (\$49,000.00);

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

Whereas, The Town of Highland, through its Town Council acting as the works board 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:

Section 1. That the Professional Design Engineering Services proposal, (incorporated by reference and made a part of this Order) NIES Engineering, Incorporated 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 for preliminary design engineering services in the not to exceed fee amount of Forty-nine Thousand Dollars (\$49,000.00) is found to be reasonable and fair;

Section 3. That the Town of Highland, through its Board of Works, believes that NIES Engineering, Incorporated has demonstrated professional

competence and qualifications to perform the particular professional engineering services called for in the Agreement and associated project, pursuant to I.C. 5-16-11.1-5;

Section 4. That the Director of Public Works be authorized to execute the Agreement with his signature as attested thereto by the Clerk-Treasurer.

Be it so ordered.

DULY, PASSED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 13th day of April 2020 having passed by a vote of ____ in favor and ____ opposed.

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

Mark J. Schocke, 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)

Table 1.
Town of Highland, Indiana
2020 Community Crossings Matching Grant Application

Project Locations			
Street Name	Limits	Estimated Construction Cost	Requested Match
Main St	1,270' W. of Kennedy Ave to 570' E. of Kennedy Ave	\$ 132,994.90	\$ 66,497.45
Prairie Ave	Main St to Ramblewood Dr	\$ 72,701.50	\$ 36,350.75
Prairie Ave	Kenilworth Ave to Ridge Rd	\$ 78,792.40	\$ 39,396.20
5th St	Ridge Rd to Duluth Ave	\$ 289,076.60	\$ 144,538.30
Duluth Ave	5th St to Parrish Ave	\$ 78,408.40	\$ 39,204.20
Duluth Ct	Duluth Ave to Dead End	\$ 7,653.00	\$ 3,826.50
5th St	100th St to 45th St	\$ 132,414.70	\$ 66,207.35
Lakeside Dr	5th St to Delaware Pl	\$ 36,190.00	\$ 18,095.00
Lakeside Dr	Delaware Pl to 5th St	\$ 106,834.00	\$ 53,417.00
Southmoor Ave	Azalea Dr to Hart Rd	\$ 43,693.20	\$ 21,846.60
Bluebird Ln	Munster Line to Woodward Ave	\$ 108,325.80	\$ 54,162.90
Martha St	Munster Line to Idlewild Dr	\$ 65,743.00	\$ 32,871.50
Parrish Ave	LaPorte St to Strong St	\$ 84,893.40	\$ 42,446.70
Parrish Ct	Parrish Ave to Dead End	\$ 6,605.00	\$ 3,302.50
Grand Blvd	Sycamore Ave to Gordon Dr	\$ 50,945.00	\$ 25,472.50
Eder Ave	Gordon Dr to Kennedy Ave	\$ 36,834.60	\$ 18,417.30
Strong St	Gordon Dr to Kennedy Ave	\$ 55,255.60	\$ 27,627.80
Ross St	Gordon Dr to Kennedy Ave	\$ 35,765.60	\$ 17,882.80
Delaware Pkwy	97th Pl to 45th St	\$ 48,063.50	\$ 24,031.75
97th Pl	5th St to Delaware Pl	\$ 55,896.00	\$ 27,948.00
98th St W	5th St to Dead End	\$ 19,458.50	\$ 9,729.25
98th Pl W	5th St to Dead End	\$ 19,458.50	\$ 9,729.25
99th St W	5th St to Dead End	\$ 19,458.50	\$ 9,729.25
99th Pl W	5th St to Dead End	\$ 19,458.50	\$ 9,729.25
Erie St	45th St to 41st St	\$ 109,712.20	\$ 54,856.10
43rd St	Kennedy Ave to 5th St	\$ 78,605.20	\$ 39,302.60
Wirth Rd	Grace St to Liable Rd	\$ 69,247.90	\$ 34,623.95
Lincoln Ave	5th St to Carolina Ave	\$ 48,792.80	\$ 24,396.40
Clough St	Kleinman Rd to Cline Ave	\$ 53,502.30	\$ 26,751.15
O'Day Dr	41st St to 41st Pl	\$ 20,542.10	\$ 10,271.05
42nd St	O'Day Dr to Grace St	\$ 14,677.30	\$ 7,338.65
TOTAL COST:		\$ 2,000,000.00	\$ 1,000,000.00

**CLAUSE (ADDENDUM) and AFFIDAVIT ADDENDUM TO BE ADDED
TO CONTRACT FOR SERVICES TO BE PROVIDED TO TOWN OF
HIGHLAND**

(as required by Indiana SEA 590, effective July 1, 2011)

**INSERT THE FOLLOWING FOR PUBLIC CONTRACTS FOR PUBLIC
WORKS OR SERVICES:**

Verification of Work Eligibility Status

1. NIES ENGINEERING, INC., (hereinafter called "Contractor") understands and agrees that:

(A) It is required to enroll in and verify the work eligibility status of all employees hired after the date of this contract through the E-Verify program.

(B) This requirement shall be waived if the E-Verify program ceases to exist. For the purposes of this paragraph, the "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603); and

2. An authorized representative of the Contractor has signed the attached affidavit concerning the employment of unauthorized aliens.

This contract clause is developed pursuant to SEA 590 codified as IC 22-5-1.7-11 (a)(1).

Authorized Signatory

Title: _____

Date: _____

**AFFIDAVIT OF FIRST GROUP ENGINEERING, INC.
WITH THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA
REGARDING HIRE OF UNAUTHORIZED ALIENS**

State of Indiana)
) SS:
County of Lake)

A F F I D A V I T

I, the undersigned, authorized representative, authorized officer or agent of NIES ENGINEERING, INCORPORATED hereinafter called "contractor", which has a contract for services or goods with the Town of Highland, Lake County, Indiana, having given solemn affirmation, hereby depose(s) and say(s), that the contractor does not knowingly employ an unauthorized alien.

FURTHERETH AFFIANT SAYETH NOT.

Signed: _____, Affiant.
Authorized signatory

Certificate of Notary

On this ____ day of _____, 2020, before me personally came and appeared **the affiant herein named**, known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me that she executed same for the purpose therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires: _____.

County of Residence: _____.

(seal)

NOTARY



April 8, 2020

Mr. John M. Bach, Public Works Director
Town of Highland, Indiana
3333 Ridge Road
Highland, IN 46322

RE: Proposal for Professional Design Engineering Services
2020 Community Crossings Matching Grant (CCMG) Street Resurfacing Projects

Dear Mr. Bach:

Thank you for the opportunity to present this proposal for professional design engineering services for Highland's 2020 CCMG Street Resurfacing Project. Since INDOT has preliminarily awarded the full \$1,000,000.00 amount requested in Highland's 2020 CCMG Application #8680, the proposed design work will encompass all 31 road segments included in the application, as listed in attached Table 1.

Our proposal is based on providing engineering services including field survey work for intersection sidewalk ramps, preparation of basic street resurfacing plans and specifications suitable for competitive bidding and assistance during the bid process. We propose to provide design engineering services for a not-to-exceed fee of \$49,000.00. Billings will not exceed the budget without your prior authorization. We propose to provide engineering services based on labor billing at 2.00 times the actual salary of staff assigned to your project. Hourly billing ranges by staff category are presented in Table 2. Direct expenses such as reproduction and similar items will be billed at actual cost. Mileage will be billed at the current IRS approved rate. The attached "Standard Conditions for Professional Engineering Services" is included by reference.

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

Yours very truly,
NIES Engineering, Inc.

Derek R. Snyder, P.E.
Principal

TOWN OF HIGHLAND, INDIANA

Accepted By: _____

Date: _____

cc: Highland Town Council
Mr. Mark Knesek

W W W . N I E S E N G I N E E R I N G . C O M

Table 2

2020 NIES Engineering Personnel Hourly Rates

Classification	Hourly Rate	
	From	To
Intern	\$34.00	\$40.00
Clerical	\$29.00	\$43.00
Senior Clerical	\$41.00	\$48.00
Administrative Assistant	\$59.00	\$61.00
Senior Administrative Assistant	\$70.00	\$72.00
Technician Level 1	\$50.00	\$60.00
Technician Level 2	\$65.00	\$70.00
Technician Level 3	\$75.00	\$80.00
Technician Level 4	\$90.00	\$95.00
Technician Level 5	\$95.00	\$100.00
Technician Level 6	\$105.00	\$110.00
Engineer Level 1	\$70.00	\$80.00
Engineer Level 2	\$80.00	\$90.00
Engineer Level 3	\$100.00	\$110.00
Engineer Level 4	\$115.00	\$125.00
Engineer Level 5	\$125.00	\$135.00
Project Manager	\$120.00	\$130.00
Senior Project Manager	\$175.00	\$175.00
Principal Level 1	\$130.00	\$135.00
Principal Level 2	\$135.00	\$140.00
Senior Principal	\$185.00	\$190.00

STANDARD CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES

The term "NIES Engineering" used in these terms and conditions is defined as NIES Engineering, Incorporated at 3421 173rd Street, Hammond, Indiana 46401, as officers, partners, employees, sub-consultants or sub-contractors.

1. REIMBURSABLE EXPENSES:

- 1.1. Reimbursable expenses are defined as follows and shall be received at direct cost:
 - Reproduction of documents.
 - Shipping and mailing expenses.
 - Any other disbursements, application fees, etc., made on behalf of the Owner.

2. INDEMNIFICATION:

- 2.1. The OWNER agrees to hold harmless and indemnify NIES Engineering for and against all claims, damages, awards and costs of defense arising out of delays in NIES Engineering's performance resulting from events beyond the NIES Engineering's control.
- 2.2. Whereas construction job site safety conditions are the sole responsibility of the Construction Contractor, the OWNER agrees to hold harmless and indemnify NIES Engineering for and against all claims, damages, awards and costs of defense arising out of claims related to Construction job-site safety.
- 2.3. The OWNER agrees to stipulate within the Contract Documents that the Contractor shall purchase and maintain, during the course of construction, "all-risk" builder's risk insurance which names the Contractor, the Owner's agents, and NIES Engineering as additional insureds.
- 2.4. It is understood and agreed that NIES Engineering's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services. If such services will be provided for by the Client, if said services are provided for by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against NIES Engineering that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold NIES Engineering harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of NIES Engineering.

3. TERMINATION:

- 3.1. This agreement between OWNER and NIES Engineering may be terminated by either party upon seven days, written notice in the event of substantial failure of performance of the material terms and conditions of this agreement by the other party through no fault of the terminating party.
- 3.2. If this agreement is terminated during the course of performance of the services, NIES Engineering shall be paid for the services performed during the period prior to the effective date of termination of the agreement.
- 3.3. If, prior to termination of this agreement, any services designed or specified by NIES Engineering during any phase of the service is suspended in whole or in part for more than three months or abandoned after written notice from the OWNER, NIES Engineering shall be paid for such services performed prior to receipt of such notice.

4. BILLING/PAYMENTS:

- 4.1. NIES Engineering reserves the right to adjust billing rates periodically as salary rates are adjusted and to use the most up-to-date billing rates in preparing project invoicing.

5. REUSE OF DOCUMENTS:

- 5.1. All reports, schedules, drawings, specifications of services of NIES Engineering for this project are instruments of services for this project only and shall remain the property of NIES Engineering until the OWNER has compensated NIES Engineering in full for services rendered pursuant to the AGREEMENT. Upon final payment for services and for each separately accepted and authorized proposal for additional services, ownership of instruments of service shall be vested in the OWNER. NIES Engineering, however, may retain record copies of all such instruments of service and may use such for NIES Engineering's exclusive purposes.
- 5.2. Any reuse of reports, schedules, drawings, specifications of services of NIES Engineering for this project without written verification or adaptation by NIES Engineering for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to NIES Engineering, or to NIES Engineering's independent professional associates or consultants, and OWNER shall indemnify and hold harmless NIES Engineering and NIES Engineering's independent professional associates and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle NIES Engineering to further compensation at rates to be agreed upon by OWNER and NIES Engineering.

6. OPINIONS OF PROJECT COST, CONSTRUCTION AND OPERATION AND MAINTENANCE:

- 6.1. Since NIES Engineering has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor methods of determining prices, or over competitive bidding or market conditions, NIES Engineering's opinions of probable Construction Cost are to be made on the basis of NIES Engineering's experience and qualifications and represent NIES Engineering's best judgment as an experienced and qualified professional engineer, familiar with the construction industry, but NIES Engineering cannot and does not guarantee that proposed bids or actual Construction Cost will not vary from opinions of probable cost prepared by NIES Engineering. Similarly, opinions of Project Cost and Annual Operation and Maintenance Cost cannot be guaranteed because they depend upon numerous factors beyond NIES Engineering's control.

7. MEDIATION:

- 7.1. In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

8. FIDUCIARY RESPONSIBILITY:

- 8.1. CLIENT confirms that NIES Engineering has not offered any fiduciary service to client and no fiduciary responsibility shall be owed to client by NIES Engineering as a consequence of NIES Engineering's entering into this agreement with client.

9. HAZARDOUS MATERIALS:

- 9.1. As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as such of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.
- 9.2. Both parties acknowledge that the NIES Engineering's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event NIES Engineering or any other party encounters any hazardous or toxic materials, or should it become known to NIES Engineering that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of NIES Engineering's services, NIES Engineering may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate engineers or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.
- 9.3. The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent by law, to indemnify and hold harmless NIES Engineering from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of NIES Engineering.

10. CONSEQUENTIAL DAMAGES

- 10.1. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner or NIES Engineering, their respective officers, directors, partners, employees, contractors or subcontractants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Owner and NIES Engineering shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

11. SEVERABILITY:

- 11.1. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions of portions thereof shall nevertheless be and remain in full force and effect.

**TOWN OF HIGHLAND
NOTICE TO TAXPAYERS
OF PROPOSED ADDITIONAL APPROPRIATIONS**

Notice is hereby given the taxpayers of the Town of Highland, Lake County, Indiana, that the Town Council of said Municipality in said Municipal Building, 3333 Ridge Road, **convening electronically at 6:30 p.m.** on the **11th day of May 2020**, will consider the following additional appropriations in excess of the budget for the current year in the following funds:

GAMING REVENUE SHARING FUND

Increase:

Acct. No. 091-0000-31002 Engineering	\$ <u>49,000.00</u>
<i>Total Series:</i>	\$ 49,000.00

Total Increase:	\$ 49,000.00
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Decrease:

Acct. No. 091-0000-23005 Road Salt:	\$ <u>4,020.33.</u>
<i>Total Series:</i>	\$ 4,020.33

Acct. No. 091-0000-44307 45 th & 5 th Street ROW:	\$ <u>1,095.21.</u>
<i>Total Series:</i>	\$ 1,095.21

Total Decreases:	\$ 5,115.54
Total Net Fund Increase:	\$ 43,884.46

ECONOMIC DEVELOPMENT LOCAL INCOME TAX FUND:

Increase:

Account No. 250-0000-35010 Downtown Development:	\$ <u>5,000.00</u>
<i>Total Series:</i>	\$ 5,000.00

Total for the Fund:	\$5,000.00
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Funds to support these additional appropriations in the **Gaming Revenue Sharing Fund** shall be from reductions in existing appropriations, interest earnings, miscellaneous revenues, a distribution pursuant to IC 4-33-12.5 et seq., and unobligated fund balance on deposit to the credit of the Fund.

Funds to support these additional appropriations in the **Economic Development LIT Fund** shall be from interest earnings, miscellaneous revenues, a distribution pursuant to IC 6-3.6 et seq., and unobligated fund balance on deposit to the credit of the Fund.

Taxpayers appearing at such meeting shall have a right to be heard thereon. **Taxpayers shall go to the following link and access the public hearing _____.** The additional appropriations, as finally made, will be filed with the Department of Local Government Finance, for its information and file.

**TOWN COUNCIL of HIGHLAND
Mark Schocke, President**

**By: Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO
Clerk-Treasurer**

**TOWN OF HIGHLAND
NOTICE TO TAXPAYERS
OF PROPOSED ADDITIONAL APPROPRIATIONS**

Notice is hereby given the taxpayers of the Town of Highland, Lake County, Indiana, that the Town Council of said Municipality in said Municipal Building, 3333 Ridge Road, **convened electronically at 6:30 p.m.** on the **11th day of May 2020**, will consider the following additional appropriations in excess of the budget for the current year in the following funds:

REDEVELOPMENT GENERAL FUND

Increase the following:

094-0000-39003 Mains Street Professional Services	<u>\$ 293.00</u>
<i>Total 300 Series:</i>	<u>\$ 293.00</u>

TOTAL for the FUND:	<u>\$ 292.00</u>
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Funds to support these additional appropriations in the **Redevelopment General Fund** shall be supported by a cash proceeds remaining from a public economic development event and unreserve fund balance on deposit to the fund.

Taxpayers appearing at such meeting shall have a right to be heard thereon. **They shall go to the following link and access the public hearing** _____ . The additional appropriations, as finally made, will be filed with the Department of Local Government Finance, for its review. The Department of Local Government Finance shall make a written determination of the sufficiency of funds within fifteen days of receipt of a certified copy of the action taken.

TOWN COUNCIL of HIGHLAND
Mark Schocke, President

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

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

TOWN OF HIGHLAND, INDIANA

I hereby certify that each of the above listed vouchers and the invoices, or bills attached thereto, are true and correct and I have audited same in accordance with IC-5-11-10-1.6

DATED THIS 10th DAY OF April, 2020. *Michael...* FISCAL OFFICER

ALLOWANCE OF VOUCHERS

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 6 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$ 763,510.32.

Dated this ___ day of _____, _____.

TOWN COUNCIL

MARK A. HERAK

ROGER SHEEMAN

BERNIE ZEMEN

MARK SCHOCKE

TOM BLACK

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
Fund 001 General						
Dept 0000	GEN FUND TRANSFERS GROSS	85855		PAYROLL ACCOUNT	178,169.08	43830
001-0000-45200				Total For Dept 0000	178,169.08	
Dept 0001 TOWN COUNCIL						
001-0001-20003	SUPPLIES FOR NEW MICS FOR TC/MEET	85867		SUPPLIES FOR NEW MICS FOR TC/MEET	5.08	
001-0001-31001	LEGAL FEES	85898		LEGAL FEES FOR MARCH 2020	4,370.00	
001-0001-38004	WEB UPDATE ORDINANCE 1698	85842		CODE PUBLISHING COMPANY INC HIGHLAND MUNICIPAL CODE WEB UPDAT	427.50	
				Total For Dept 0001 TOWN COUNCIL	4,802.58	
Dept 0003 VIPS						
001-0003-22004	VEH PARTS FOR POSER STEERING	85934		GRIMLER AUTOMOTIVE, INC	462.00	
001-0003-22004	PCV VALVE FOR V4	85938		PCV VALE FOR V4	43.49	
001-0003-22004	INV337-338921 PARTS FOR V4	85949		VIPS VEH PARTS V4	105.08	
001-0003-36001	LABOR FOR REPAIRS TO V4	85934		LABOR AND PARTS FOR V4 POWER STEE	300.00	
001-0003-39007	VIPS CAR WASHES FOR MARCH	85932		VIPS CAR WASHSES FOR MARCH	9.00	
				Total For Dept 0003 VIPS	919.57	
Dept 0004 CLERK-TREASURER						
001-0004-20003	D/S CARTRIDGE TONER-2	85831		PULSE TECHNOLOGY OF INDIANA D/S CARTRIDGE TONER - 2	69.96	
001-0004-20003	D/S TNR/BLACK&TRI COLOR, ENCL L	85832		D/S TONER/BLACK&TRI COLOR, PENCIL	57.13	
001-0004-31001	GENERAL FEES-SECTION 179 DEDU	85991		GENERAL FEES-SECTION 179 DEDUCTIO	288.00	
001-0004-31004	ANNUAL BUDGET E-WORKSHOP GRIF	85900		ANNUAL BUDGET E-WORKSHOP GRIFFIN,	297.00	
001-0004-34023	HEALTH INS	85913		TOWN OF HIGHLAND INS FUND (APRIL 2020 HEALTH/LIFE INS PREM C	5,610.89	43854-
001-0004-34043	LIFE INS	85913		TOWN OF HIGHLAND INS FUND (APRIL 2020 HEALTH/LIFE INS PREM C	37.66	43854-
				Total For Dept 0004 CLERK-TREASURER	6,360.64	
Dept 0006 BUILDING & INSPECTION						
001-0006-21001	331.7 GALLONS UNLEADED FUEL	85874		TOWN OF HIGHLAND GASOLINE F UNLEADED FUEL BY USAGE	328.42	43846
001-0006-34023	HEALTH INS	85912		TOWN OF HIGHLAND INS FUND (APRIL 2020 HEALTH/LIFE INS PREM B	5,549.14	43854
001-0006-34043	LIFE INS	85912		TOWN OF HIGHLAND INS FUND (APRIL 2020 HEALTH/LIFE INS PREM B	29.94	43854
				Total For Dept 0006 BUILDING & INSPECTION	5,907.50	
Dept 0007 FIRE DEPARTMENT						
001-0007-21001	178.4 GALLONS UNLEADED FUEL	85873		TOWN OF HIGHLAND GASOLINE F UNLEADED AND DIESEL FUEL BY USAGE	500.73	43846
001-0007-32006	BROADBAND AIR CARDS FOR RIGS	85917		AIR CARDS FOR RIGS	300.10	43856
001-0007-34023	HEALTH INS	85914		TOWN OF HIGHLAND INS FUND (APRIL 2020 HEALTH/LIFE INS PREM	1,960.82	43854
001-0007-34043	LIFE INS	85914		TOWN OF HIGHLAND INS FUND (APRIL 2020 HEALTH/LIFE INS PREM	12.45	43854
001-0007-35001	ELECTRIC - CENTRAL FIRE STATI	85907		NORTHERN IN PUBLIC SERVICE ELECTRIC - CENTRAL FIRE STATION	672.98	43850
001-0007-35001	ELECTRIC - SOUTH STATION	85904		NORTHERN IN PUBLIC SERVICE GAS & ELECTRIC SOUTH STATION	282.41	43851
001-0007-35001	ELECTRIC - FD TRAINING SITE	85906		NORTHERN IN PUBLIC SERVICE ELECTRIC - FD TRAINING SITE	30.42	43853
001-0007-35003	GAS - SOUTH STATION	85904		NORTHERN IN PUBLIC SERVICE GAS & ELECTRIC SOUTH STATION	296.24	43851
001-0007-35003	GAS - CENTRAL STATION	85905		NORTHERN IN PUBLIC SERVICE GAS - CENTRAL FIRE STATION	543.27	43852
				Total For Dept 0007 FIRE DEPARTMENT	4,599.42	
Dept 0008 PLAN COMMISSION						
001-0008-31002	INV 5071200215 - 3-20 - 3-24	85866		NIES ENGINEERING, INC. INV 5071200215 - 3-20 - 3-24 20	955.70	
				Total For Dept 0008 PLAN COMMISSION	955.70	
Dept 0009 POLICE DEPARTMENT						
001-0009-21001	1259.7 GAL OF GAS	85951		WARREN OIL COMPANY 1259.7 GL OF GAS DELV ON 3/23	1,504.59	
001-0009-21004	NITRILE GLOVES	85926		ABLE PAPER & JANITORIAL BACK ORDER OF NITRILE EXAM GLOVES	69.00	
001-0009-21004	INV1228071 CLEANING SUPPLIES	85927		ABLE PAPER & JANITORIAL CLEANING SUPPLIES	548.10	
001-0009-21004	CLEANING SUPPLIES - LINERS	85928		ABLE PAPER & JANITORIAL CLEANING SUPPLIES - LINERS	79.20	

INVOICE GL DISTRIBUTION REPORT FOR TOWN OF HIGHLAND
 EXP CHECK RUN DATES 03/25/2020 - 04/14/2020
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

04/08/2020 10:23 AM
 User: DMJ
 DB: Highland

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
Fund 001 General						
Dept 0009 POLICE DEPARTMENT						
001-0009-21004	NITRIE EXAM GLOVES	85929	ABLE PAPER & JANITORIAL	NITRIE EXAM GLOVES	207.00	
001-0009-22004	VEH PARTS FOR CAR 5	85935	HIGHLAND BODY SHOP, INC	LABOR AND PARTS FOR CAR 5 FROM AC	10,751.59	
001-0009-22004	BAL DUE FOR EQUIP FOR NEW VEH	85942	NWI EMERGENCY OUTFITTERS,LL	D/S BAL OF EQUIP FOR NEW VEHICLES	853.60	
001-0009-22004	NEW GRAPHICS FO RNEW CAR	85943	NWI EMERGENCY OUTFITTERS,LL	D/S NEW GRAPHISC FOR NEW CAR AND	350.00	
001-0009-22004	ANTI THEFT DEVICES	85947	TREM PRODUCTS CO,INC/DBA	ANTI THEFT DEVICES FOR NEW VEH	370.70	
001-0009-22004	INV336715	85950	VAN SENSUS AUTO VALUE	MARCH STMT OF VEH PARTS	865.62	
001-0009-31001	LEGAL MATTERS FOR MARCH	85930	ABRAHAMSON, REED & BILSE	LEGAL MATTERS FOR MARCH	1,018.00	
001-0009-32003	IDACS NETWORK ACCESS FOR MARCH	85936	INDIANA OFFICE OF TECHNOLOG	IDACS NETWORK ACCESS FOR MARCH	118.57	
001-0009-32003	SPILLMAN AIR CARDS FOR MARCH	85937	LAKE COUNTY DATA PROCESSING	SPILLMAN AIR CARDS FOR MARCH	307.84	
001-0009-32004	IDACS INTERNET 3/28-4/27	85931	COMCAST CABLE	IDACS INTERNET 3/28-4/27	126.85	
001-0009-32004	CID INTERNET SEARCHES FOR MAR	85945	TLO, LLC	CID INTERNET SEARCHES FOR MARCH	50.80	
001-0009-34023	HEALTH INS	85915	TOWN OF HIGHLAND INS FUND (APRIL 2020 HEALTH/LIFE INS PREM P	93,485.15	43854
001-0009-34042	SURVIVORS ADJ	85915	TOWN OF HIGHLAND INS FUND (APRIL 2020 HEALTH/LIFE INS PREM P	1,892.08	43854
001-0009-34043	LIFE RETIREE	85915	TOWN OF HIGHLAND INS FUND (APRIL 2020 HEALTH/LIFE INS PREM P	19.69	43854
001-0009-35001	SERVICE AT 2000 RIDGE RD READ	85939	NORTHERN IN PUBLIC SERVICE	SERVICE AT 2000 RIDGE RD READ ON	31.36	
001-0009-35001	ELEC SERVICE AT 3949 HIGHWAY	85940	NORTHERN IN PUBLIC SERVICE	ELEC SERVICE FOR LPR CAMERA AT 39	37.21	
001-0009-35001	SERVICE FOR 3315 RIDGE READ O	85941	NORTHERN IN PUBLIC SERVICE	GAS ELEC SERVICE FOR 3315 RIDGE R	5,364.49	
001-0009-35005	WATER SERV FOR 3315 RIDGE 2/1	85946	TOWN OF HIGHLAND UTILITIES	WATER SERVICE FOR PD 2/17-3/18	594.74	
001-0009-36001	LABOR FOR REPAIRS	85935	HIGHLAND BODY SHOP, INC	LABOR AND PARTS FOR CAR 5 FROM AC	6,120.00	
001-0009-36001	INSTALL OF NEW GRAPHICS ON CA	85943	NWI EMERGENCY OUTFITTERS,LL	D/S NEW GRAPHISC FOR NEW CAR AND	350.00	
001-0009-36001	INSTALL OF EQUIP ON NEW VEH	85944	NWI EMERGENCY OUTFITTERS,LL	INSTALL OF EQUIP ON NEW VEHICLE	1,200.00	
001-0009-36003	REPAIRS TO INTERCOMN SAT FROM	85948	TRI-ELECTRONICS, INC	REPAIRS TO INTERCOM AT FRONT DOOR	168.50	
001-0009-36004	GEN OFFICE CLEANING FOR MARCH	85933	GAYLE THARP	GEN OFFICE CLEANING FOR MARCH AND	3,206.66	
Total For Dept 0009 POLICE DEPARTMENT					129,691.34	
Dept 0011 SERVICES & WORKS						
001-0011-31003	AGREEMENT CIRCUIT BREAKER	85925	REEDY FINANCIAL GROUP, PC	AGREEMENT CIRCUIT BREAKER	5,112.50	
001-0011-32008	ACCT. SERVICE FEES	85865	FIRST FINANCIAL BANK CORP S	MARCH 2020 ACCT FEES	1,202.91	43843
001-0011-35001	SV ELECTRIC	85966	NORTHERN IN PUBLIC SERVICE	TH GARAGE	500.39	43857
001-0011-35001	SV ELECTRIC	85964	NORTHERN IN PUBLIC SERVICE	TH, VIPS MULTI	1,118.94	999347
001-0011-35001	SV ELECTRIC	85965	NORTHERN IN PUBLIC SERVICE	558-330-006-4, 307-486-009-2	140.03	999348
001-0011-35002	SV STREET LIGHT ELECTRIC SERV	85963	NORTHERN IN PUBLIC SERVICE	STREET-MULTI (14)	15,426.86	999346
001-0011-35003	SV GAS	85966	NORTHERN IN PUBLIC SERVICE	TH GARAGE	655.90	43857
001-0011-35003	SV GAS	85964	NORTHERN IN PUBLIC SERVICE	TH, VIPS MULTI	763.39	999347
001-0011-35005	WATER/HYDRANT	85908	TOWN OF HIGHLAND UTILITIES	#0542303600 TOWN HALL WATER/SEWER	108.99	43855
001-0011-35005	TOWN GARAGE WATER/HYDRANT	85909	TOWN OF HIGHLAND UTILITIES	#0382013660 TOWN GARAGE WATER/SE	223.16	43855
001-0011-35007	STORM/SEWER	85908	TOWN OF HIGHLAND UTILITIES	#0542303600 TOWN HALL WATER/SEWER	104.37	43855
001-0011-35007	TOWN GARAGE SEWER/STORM	85909	TOWN OF HIGHLAND UTILITIES	#0382013660 TOWN GARAGE WATER/SE	300.95	43855
001-0011-35007	VIPS WATER/HYDRANT	85910	TOWN OF HIGHLAND UTILITIES	0643112591 VIPS WATER/SEWER	29.89	43855
001-0011-35007	STORM	85911	TOWN OF HIGHLAND UTILITIES	0901207112- 2819 LINCOLN -STORM-	20.28	43855
001-0011-39016	SR TAXI SUBSID 2/16-2/29/2020	85852	TRIPLE A EXPRESS	SR TAXI SUBSID 2/16-3/15/2020	95.00	
Total For Dept 0011 SERVICES & WORKS					25,803.56	
Dept 0012 TOWN HALL						
001-0012-21004	BOX OF ROLL TOWEL	85969	AJAX SANITARY SUPPLY CO, IN	ROLLED TOWELS FOR TH	131.16	
001-0012-21004	WATER DELIVERY 2/4-4 BTLS, 2/	85899	HINCKLEY SPRINGS	WATER DELIVERY 2/4-4 BTLS, 2/18-5	230.22	
001-0012-35002	TH ELECTRIC-MONUMENT	85965	NORTHERN IN PUBLIC SERVICE	558-330-006-4, 307-486-009-2	45.52	999348
001-0012-36003	TOWN HALL MATS	85843	CINTAS CORPORATION #319	TOWN HALL MATS 3/17/2020	39.41	
001-0012-36003	CONTROL RECEIVERS FOR TH GARA	85869	GRAINGER	CONTROL RECEIVERS FOR TH GARAGES	222.39	
Total For Dept 0012 TOWN HALL					668.70	
Total For Fund 001 General					357,878.09	

INVOICE GL DISTRIBUTION REPORT FOR TOWN OF HIGHLAND
 EXP CHECK RUN DATES 03/25/2020 - 04/14/2020
 BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID
 Vendor Invoice Description

Amount
 Check #

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
Fund 002 MVH						
Dept 0000						
002-0000-45200	MVH TRANSFERS GROSS	85856	PAYROLL ACCOUNT	3/27PRL D/S TRANSFER MVH	18,746.93	43831
	Total For Dept 0000				18,746.93	
Dept 0016 MVH ADMIN						
002-0016-21004	INSTITUTIONAL SUPPLIES	85973	AJAX SANITARY SUPPLY CO, IN	INSTITUTIONAL SUPPLIES FOR STREET	252.05	
002-0016-21004	BOX OF URINAL SCREENS	85974	AJAX SANITARY SUPPLY CO, IN	URINAL SCREEN - MANGO	52.04	
002-0016-33001	CONCRETE BID 2020 ADVERTISEME	85986	THE TIMES	ADVERTISEMENT FOR 2020 CONCRETE B	52.12	
	Total For Dept 0016 MVH ADMIN				356.21	
Dept 0017 MVH RECONSTRUCTION/MAINTENANCE						
002-0017-21001	319.2 GALLONS UNLEADED	85875	TOWN OF HIGHLAND GASOLINE F	UNLEADED AND DIESEL FUEL BY USAGE	3,646.28	43846
002-0017-21003	RE524722 FUEL FILTER HEAD	85977	INDUSTRIAL ENGINE SERVICE, I	FUEL FILTER HEAD FOR STREET DEPAR	90.29	
002-0017-21003	HXCAP	85979	MENARDS	OIL DRI FOR PUBLIC WORKS	25.94	
002-0017-22004	RADIATOR	85975	BEC ENTERPRISES, LLC	RADIATOR FOR ST UNIT 21	2,459.18	
002-0017-22004	HAS FF11980 SECONDARY FUEL W	85988	VAN SENSUS AUTO VALUE	SECONDARY FUEL W. FOR SANITARY DE	15.49	
002-0017-22004	337-336719	85989	VAN SENSUS AUTO VALUE	MARCH INVOICES FOR STREET DEPT	1,010.05	
002-0017-22004	PARTS FOR UNIT 35	85990	WESTSIDE TRACTOR SALES INC	PARTS FOR STREET UNIT 35	192.00	
002-0017-22005	03/9/2020 143399 BLACK DIRT	85978	KROOSWYK MATERIALS, INC	D/S BLACK DIRT FOR STREET DEPT.	1,674.00	
002-0017-23003	PO312 12' PAINTED SIGN POSTS	85972	AAA SUPPLY CORPORATION	PAINTED SIGN POSTS FOR STREET DEP	197.35	
002-0017-23003	MISC BOLTS/WASHERS/NUTS/TOOLS	85976	HOME DEPOT CORPORATION	MISC BOLTS/WASHERS/NUTS/TOOLS FOR		
002-0017-23003	2618068 160Z SEAFOAM	85980	MENARDS CORP - SCHERERVILLE	MISC TOOLS, SUPPLIES FOR SIGNS ST		
002-0017-23003	R1-1-A30-S STOP SIGN HI 30"X3	85987	TRAFFIC CONTROL SPECIALISTS	STOP SIGNS FOR STREET DEPT.	83.01	
002-0017-23004	574-1905 602-113 GLASS BEADS	85984	SHERWIN WILLIAMS CORP	GLASS BEADS FOR STREET DEPT.	638.50	
002-0017-23006	DMS50-72W32LED4K	85985	STEINER ELECTRIC COMPANY	DEMO LIGHT FOR DOWNTOWN	1,609.50	
002-0017-36006	STREET LIGHTS/VARIOUS LOCATIO	85982	MIDWESTERN ELECTRIC INC	STREET LIGHT MAINT WO 2020-002 VA	2,932.11	
002-0017-36007	REPAIR HAND HOLE INDY/MAIN	85981	MIDWESTERN ELECTRIC INC	REPAIR HAND HOLE AT INDY AND MAIN	231.00	
002-0017-36007	MARCH TRAFFIC SIGNAL MAINT.	85983	MIDWESTERN ELECTRIC INC	TRAFFIC SIGNAL MAINT FOR FEB 2020	2,029.75	
	Total For Dept 0017 MVH RECONSTRUCTION/MAINTENANCE				21,002.29	
	Total For Fund 002 MVH				40,105.43	
Fund 004 LR&S						
Dept 0000						
004-0000-31002	DEREK SNYDER	85970	NIES ENGINEERING, INC.	GENERAL CONSULTING THROUGH 3/24/2	254.33	
004-0000-31002	ROBERTSON PL & ROSEWOOD CT ST	85971	NIES ENGINEERING, INC.	ROBERTSON PLACE & ROSEWOOD COURT	6,522.73	
	Total For Dept 0000				6,777.06	
	Total For Fund 004 LR&S				6,777.06	
Fund 018 Law Enforce Con't Ed						
Dept 0000						
018-0000-21401	RANGE SUPPLIES	85953	BROWNELLS INC	RANGE SUPPLIES	38.82	
018-0000-21401	SUPPLIES FOR THE RANGE	85954	BROWNELLS INC	RANGE SUPPLIES	603.54	
018-0000-21401	AMMUNITION SUPPLIES	85957	KIESLER'S POLICE SUPPLY INC	AMMUNITION	2,106.84	
018-0000-23004	CRIMEWATCH MTG SUPPLIES 3/9	85956	INDIANA GROCERY GROUP, LLC	CRIMEWATCH MTG SUPPLIES	7.98	
018-0000-23004	US MUN LIFESAFE FACEMASK	85958	PETER THOMAS HOJNICKI (R)	REIMBURSE FOR FACE MASKS	127.30	
018-0000-33002	TAGS AND HELPER CARDS FOR SPE	85952	BAXTER PRINTING INC	PRINTING OF TAGS FOR SPECIAL NEED	408.00	
018-0000-33005	PD CAR WASHES FOR MARCH	85955	EASY CLEAN CAR WASH, INC	PD CAR WASHES FOR MARCH	228.00	
	Total For Dept 0000				3,520.48	
	Total For Fund 018 Law Enforce Con't Ed				3,520.48	
Fund 026 FSA Agency Fund						

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
Fund 026 FSA Agency Fund						
Dept 0000	TASC FLEX SPENDING DEBITS 3/1 85864		TASC	MARCH FSA SPENDING	619.20	999200
026-0000-45202			Total For Dept 0000		619.20	
	Total For Fund 026 FSA Agency Fund				619.20	
Fund 027 Insurance Premium						
Dept 0000	INSURANCE PREMIUM HEALTH/DENT 85837		METLIFE GROUP BENEFITS	APRIL 2020 DENTAL PREMIUMS	8,155.67	43829
027-0000-34002	INSURANCE PREMIUM HEALTH FEB 85868		AIM MEDICAL TRUST	APRIL 2020 MEDICAL AND LIFE INSUR	199,142.10	43844
027-0000-34002			Total For Dept 0000		207,297.77	
	Total For Fund 027 Insurance Premium				207,297.77	
Fund 028 Gasoline Fund						
Dept 0000	3000 GALLONS UNLEADED FUEL 85871		WARREN OIL COMPANY	UNLEADED FUEL DELIVERED 3/17/20	3,475.20	43847
028-0000-21001	5000 GALLONS DIESEL FUEL 85872		WARREN OIL COMPANY	DIESEL FUEL DELIVERED 3/17/20	8,443.50	43847
028-0000-21001			Total For Dept 0000		11,918.70	
	Total For Fund 028 Gasoline Fund				11,918.70	
Fund 030 ICT Fund						
Dept 0000	MONTHLY IT SUPPORT PER WBO 2 85902		CBL CONSULTING, INC	MONTHLY IT SUPPORT PER WBO 2020-	4,000.00	
030-0000-31006	APRIL 2020 POSTAGE METER SER 85882		PITNEY BOWES INC.	APRIL 2020 POSTAGE METER SERVICE	129.29	
030-0000-32001	PARK INTERNET ACCT 8771400250 85845		COMCAST CABLE	PARK INTERNET ACCT 87714002502083	293.35	43835
030-0000-32003	PUMP STATION 877140025029637 85846		COMCAST CABLE	PUMP STATION 8771400250296375 3/	193.12	43836
030-0000-32003	PW INTNET # 8771400250212877 85847		COMCAST CABLE	8771400250212877 PW 8001 KENNEDY	327.70	43837
030-0000-32003	INTERNET SVC PS BLDG 3/12-4/ 85848		COMCAST CABLE	INTERNET FOR PUBLIC SAFETY BLDG	243.99	43838
030-0000-32003	FD SOUTH 2647 45TH ST 3/8-4/7 85849		COMCAST CABLE	FD S STATION PHONE/INTERNET SVC 1	135.09	43839
030-0000-32003	MEADOWS PKINTERNET ACT 877140 85850		COMCAST CABLE	MEADOWS PK MO INTERNET 03/12-4/11	129.85	43840
030-0000-32003	MONTHLY CELL PHONE 642004646- 85851		VERIZON WIRELESS	PD CELL PHONE USE PD- 642004646-0	1,318.61	43841
030-0000-32003	PW/B&I/PARK/FD WIRELESS 78032 85853		VERIZON WIRELESS	PW/B&I/PARK/FD WIRELESS 780324475	1,150.30	43842
030-0000-32003	ACCT #510375025 212 85876		SPRINT	BI/FD MO WIRELESS SVC 510375025 -	218.16	43845
030-0000-32003	MO INTERNET SVC 8771400250188 85903		COMCAST CABLE	TOWN HALL ACCT 8771400250188267	284.07	43849
030-0000-32003	642004646-00002 BROADBAND-J K 85916		VERIZON WIRELESS	642004646-00002 D/S BROADBAND-J K	30.01	43856
030-0000-32003	SIP TRUNKING CHARGES 3/1-3/31 85901		CBL CONSULTING, INC	SIP TRUNKING CHARGES 3/1-3/31/20	367.84	
030-0000-38006	MARCH 2020 COPIER AGREEMENT 85885		RICOH USA, INC	MARCH 2020 COPIER AGREEMENT	322.18	
	Total For Dept 0000				9,143.56	
	Total For Fund 030 ICT Fund				9,143.56	
Fund 050 Police Pension						
Dept 0000	VALUATION REPORT 85962		CAVANAUGH MACDONALD CONSULT	VALUATION REPORT FOR THE POLOCE P	3,500.00	32118
050-0000-38005	POLICE PENSION TRANSFERS GROS 85861		PAYROLL ACCOUNT	3/27PRL D/S TRANSFER POLICE PENSI	69,169.30	
050-0000-45200			Total For Dept 0000		72,669.30	
	Total For Fund 050 Police Pension				72,669.30	
Fund 055 MCCC						
Dept 0000	D/S ANNUAL SERVICE MISC RECEI 85854		BELLEFEUIL, SZUR & ASSOC/DB	D/S ANNUAL SERVICE MISC RECEIVALB	710.00	
055-0000-39004	NEW VEHICLE FOR PD 85961		THOMAS DODGE CHRYSLER JEEP,	NEW DODGE DURANGO VEHICLE	28,288.00	
055-0000-43002						

BOTH OPEN AND PAID
 Vendor Invoice Description

Amount Check #

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
Fund 055 MCCD						
Dept 0000						
055-0000-43009	3 HP LAPTOPS - EMERGENCY PURC	85870	CBL CONSULTING, INC	3 HP LAPTOPS - EMERGENCY PURCHASE	3,071.73	
055-0000-43010	CAR COMPUTERS	85959	CDW-GOVERNMENT, INC	CAR COMPUTERS -KEYBOARD- CELL PHO	7,719.00	
055-0000-43013	EQUIP FOR NEW VEHICLES	85960	NWI EMERGENCY OUTFITTERS,LL	EQUIPMENT FOR NEW VEHICLES- D/S	11,292.00	
	Total For Dept 0000				51,080.73	
	Total For Fund 055 MCCD				51,080.73	
Fund 085 Traffic Violations						
Dept 0001 TOWN COUNCIL						
085-0001-00400	CASH BOND FEES	85883	LAKE COUNTY CLERK	CASH BOND FEES	2,500.00	43848
	Total For Dept 0001 TOWN COUNCIL				2,500.00	
	Total For Fund 085 Traffic Violations				2,500.00	

INVOICE GL DISTRIBUTION REPORT FOR TOWN OF HIGHLAND
 EXP CHECK RUN DATES 03/25/2020 - 04/14/2020
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
Fund Totals:						
				Fund 001 General	357,878.09	
				Fund 002 MVH	40,105.43	
				Fund 004 LR&S	6,777.06	
				Fund 018 Law Enforce Con't Ed	3,520.48	
				Fund 026 FSA Agency Fund	619.20	
				Fund 027 Insurance Premium	207,297.77	
				Fund 028 Gasoline Fund	11,918.70	
				Fund 030 ICT Fund	9,143.56	
				Fund 050 Police Pension	72,669.30	
				Fund 055 MCCC	51,080.73	
				Fund 085 Traffic Violations	2,500.00	
					<u>763,510.32</u>	

Payroll Docket

\$	222,166.96	\$	222,166.96	Delta	\$	-
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Council, Boards and Commissions

\$	-
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Office of Clerk-Treasurer

\$	16,006.81
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Regular Staff	\$	16,006.81
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Field Service Rep	\$	-
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Building & Inspection

\$	9,223.26
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Metropolitan Police

\$	124,121.82
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Crossing	\$	1,237.40
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Full-Time Police	\$	101,010.31
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Full-Time Non-sworn	\$	21,874.11
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Fire Department

\$	3,846.36
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Public Works Department

\$	68,968.71
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Component One	\$	68,968.71
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Component Two	\$	-
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Police 1925 Pensions

\$	-
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Payday: **13-Mar-2020**