

**Enrolled Minutes of the Fourteenth Regular or Special Meeting
For the Twenty-Ninth Highland Town Council
Regular Plenary Meeting (Electronic)
Monday, July 13, 2020**

The Twenty-Ninth Town Council of the Town of Highland, Lake County, Indiana met in its regular plenary session on Monday, July 13, 2020 at 6:36 O'clock P.M. in the regular place, the Highland Municipal Building, 3333 Ridge Road, Highland, Indiana.

This meeting was convened as an *electronic meeting*, pursuant to Governor Holcomb's Executive Order 20-04 and 20-09, an extended by Executive Order 20-33, allowing such meetings pursuant to IC 5-14-1.5-3.6 for the duration of the COVID-19 public health emergency. All persons met remotely on a Zoom platform that allowed for real time interaction, and supported the public's ability to observe and record the proceedings. When the agenda item provided for public comment, this was supported as well. Councilor Herak, while not required under the Governor's orders, was present on the premises of the plenary meeting room.

Pursuant to HMC Section 2.05.130(A)(2), the Town Council considered and reviewed the agenda in an informal proceeding.

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 Mark A. Herak offering a prayer and then leading in the Pledge of Allegiance to the Flag of the United States of America. (*Resume*)

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

Additional Officials Present: (all electronically) John P. Reed, Town Attorney; Mark Knesek, Operations Director; Pete Hojnicky, Police Chief; William R. Timmer, Jr., CFOD, Fire Chief; Alex M. Brown, CPRP, Parks and Recreation Superintendent; Kathy DeGuilio-Fox, Redevelopment Director; and Kenneth J. Mika, Building Commissioner, were present.

Also present: Larry Kondrat (electronically) of the Board of Waterworks Directors; James Kisse (electronically) of the Plan Commission; and Ed Dabrowski IT (Contract) Director (electronically) were also present.

Guests: Theresa Badovich of the Idea Factory, was also present electronically.

Minutes of the Previous Meeting: The minutes of the regular meeting of June 22, 2020 was submitted for consideration. Councilor Zemen moved the approval of the minutes. Councilor Black seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The minutes of 22 June 2020 were approved.

Special Orders:

1. **Consideration of Proposed Additional Appropriations:** (non-controlled funds) Proposed Additional Appropriations in Excess of the 2020 Budget for the **Gaming Revenue Sharing Fund** in the amount of \$113,297.00 and the **Park Non Reverting Capital Fund** in the amount of \$6,696.
 - (a) Attorney verification of Proofs of Publication: The TIMES 29 June 2020. The Town Attorney indicate that the proof complied with the relevant governing law.

(b) **Public Hearing.** The Town Council President called the public hearing to order.

1. Larry Kondrat, Highland, sought clarification regarding the purposes and funding sources for the proposed additional appropriations.

There were no further comments. The hearing was closed.

(c) Action on **Appropriation Enactment No. 2020-32:** An Enactment Appropriating Additional Moneys in Excess of the 2020 Budget for the **Gaming Revenue Sharing Fund** and the **Park Non Reverting Capital Fund**, all pursuant to I.C. 6-1.1-18, and I.C. 36-5-3-5.

Councilor Zemen introduced and moved the consideration of Enactment No. 2020-32 at the same meeting of introduction. Councilor Sheeman 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 the passage and adoption of Enactment No. 2020-32 at the same meeting of introduction. Councilor Sheeman 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. 2020-32**

AN ENACTMENT APPROPRIATING ADDITIONAL MONEYS IN EXCESS OF THE ANNUAL BUDGET for the **PARK NON REVERTING CAPITAL FUND** AND THE **GAMING REVENUE SHARING 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 **Park Non Reverting Capital Fund and the Gaming Revenue Sharing 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 **Park Non Reverting Capital Fund** herein named and for the purposes herein specified, subject to the laws governing the same:

PARK NON REVERTING CAPITAL FUND

Increase:

| | |
|--|--------------------|
| Account No. 010-0000-43005 Furniture/Fixtures Lincoln: | \$ 6,696.00 |
| Total Series: | \$ 6,696.00 |
| Total for the Fund: | \$ 6,696.00 |

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

GAMING REVENUE SHARING FUND

Increase:

| | |
|---|--------------|
| Account No. 091-0000-34307 Robertson Pl & Rosewood CT CE: | \$ 21,000.00 |
| Total Series: | \$ 21,000.00 |
| Account No. 091-0000-44308 Robertson Pl & Rosewood Project: | \$ 92,297.00 |
| Total Series: | \$ 92,297.00 |

Total for the Fund:

\$ 113,297.00

Section 3. 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 4. 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 13th Day of July 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 13th Day of July 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/ACPFIM/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 **Rainy Day Fund** in the amount of **\$250,000**.

- (a) Attorney verification of Proofs of Publication: The TIMES 29 June 2020. The Town Attorney determined that the proof of publication complied with the relevant law.
- (b) **Public Hearing.** The Town Council president called the public hearing to order.
1. Larry Kondrat, Highland, sought clarification regarding the purposes and funding sources for the proposed additional appropriations.

There were no further comments. The hearing was closed.

- (c) Action on **Appropriation Enactment No. 2020-33:** An Enactment Appropriating Additional Moneys in Excess of the Annual Budget for the **Rainy Day Fund**, all pursuant to I.C. 6-1.1-18, and I.C. 36-5-3-5.

Councilor Black introduced and moved the consideration of Enactment No. 2020-33 at the same meeting of introduction. Councilor Sheeman 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 Black moved the passage and adoption of Enactment No. 2020-33 at the same meeting of introduction. Councilor Sheeman 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.

An Enactment Appropriating Additional Moneys in Excess of the Annual Budget for the Rainy Day 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 **Rainy Day 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 **Rainy Day Fund** and for the purposes herein specified, subject to the laws governing the same:

RAINY DAY FUND

Increase the following:

| | |
|--|----------------------|
| 038-0000-39991 Local Share Transfer | \$ 200,000.00 |
| 038-0000-39990 Local Share Transfer Park Reserve | <u>\$ 50,000.00</u> |
| <i>Total 300 Series:</i> | \$ 250,000.00 |

TOTAL for the FUND: \$ 250,000.00

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 13th Day of July 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 13th Day of July 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)

Public Comments on Agenda Items:

There were no comments.

Communications:

1. The letter and report from the Complete Count Committee of the Town of Highland for the meeting of July 13, 2020 was acknowledged.

HIGHLAND 2020 CENSUS COMPLETE COUNT COMMITTEE
Town Council Staff Report- July 13th Meeting

Current activities include the following: Social media posts and "Shares" by other Department's social media outlets; outreach to Highland churches; and, additional Census content in July's Gazebo Express and School Town of Highland newsletter.

In two weeks, a final reminder for those households that have not self-responded to the 2020 Census, either online, by phone or by mail, will be sent out between July 22nd & 28th. Highland residents who receive this notice are strongly encouraged to respond immediately to the Census. Beginning August 11th, US Census Bureau personnel will begin their in-person visits to households that have not responded. To avoid an in-person visit, Highland residents should self-respond immediately, if they have not already done so.

Residents have three ways to self-respond to the Census: they can go to my2020census.gov to respond online; respond by phone may call 844-330-2020; and, residents who have not already responded can fill out and mail in paper questionnaires.

As of statistics obtained today (July 10th), a 2010/ 2020 comparison of self-response rates to date, shows as follows:

Entire Town- 2010 Final Self-Response Rate- 80.6 %
 2020 To Date- 78%

#405.01- 2010 Final Self-Response Rate - 74.4%
 2020 To Date- 64.7%

#405.02- 2010 Final Self-Response Rate - 80.5%
 2020 To Date- 78%

#406- 2010 Final Self-Response Rate - 77.3%
 2020 To Date- 77.2%

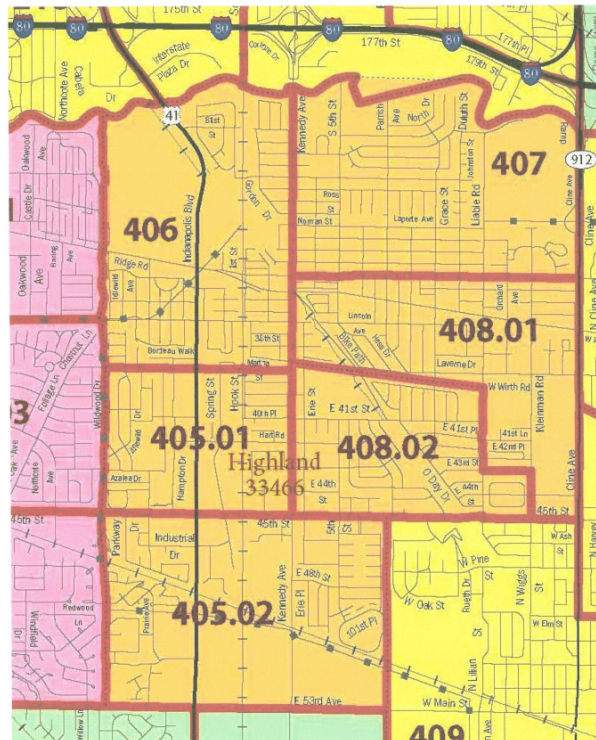
#407- 2010 Final Self-Response Rate - 83.7%
 2020 To Date- 84.2%

#408.01- 2010 Final Self-Response Rate - 84.2%
 2020 To Date- 83.3%

#408.02- 2010 Final Self-Response Rate - 83.7%
 2020 To Date- 82.9%

A point of perspective: COVID-19 has led to below-2010 level self-response rates to date at the national, state, county and local levels. However, as of today, Highland's self-response rate is the 24th best out of 566 cities and towns in the State of Indiana (Top 4.3% of the State).

Respectfully submitted,
 Lance Ryskamp- Co-Chair



Staff Reports: The following staff reports were received and filed.

• **Building & Inspection Report for June 2020**

| Permit Type | Number | Residential | Commercial | Est. Cost | Fees |
|-------------------------------------|------------|-------------|------------|-----------------------|--------------------|
| Commercial Buildings: | 0 | 0 | 0 | \$0.00 | \$0.00 |
| Commercial Additions or Remodeling: | 4 | 0 | 4 | \$158,998.00 | \$3,713.00 |
| Signs: | 4 | 0 | 4 | \$16,275.00 | \$1,513.00 |
| Single Family: | 0 | 0 | 0 | \$0.00 | \$0.00 |
| Duplex/Condo: | 0 | 0 | 0 | \$0.00 | \$0.00 |
| Residential Additions: | 0 | 0 | 0 | \$0.00 | \$0.00 |
| Residential Remodeling: | 95 | 95 | 0 | \$779,296.00 | \$17,232.50 |
| Garages: | 2 | 2 | 0 | \$78,450.00 | \$1,648.50 |
| Sheds: | 1 | 1 | 0 | \$7,487.00 | \$273.50 |
| Decks & Porches: | 11 | 11 | 0 | \$29,628.00 | \$2,603.00 |
| Fences: | 22 | 22 | 0 | \$70,632.00 | \$2,894.50 |
| Swimming Pools: | 6 | 6 | 0 | | \$564.00 |
| DrainTile/ Waterproofing: | 11 | 11 | 0 | \$122,693.00 | \$2,823.00 |
| Miscellaneous | 68 | 68 | 0 | \$69,815.00 | \$10,034.50 |
| TOTAL: | 224 | 216 | 8 | \$1,333,274.00 | \$43,299.50 |
| Electrical Permits | 23 | 18 | 5 | | \$2,557.00 |
| Mechanical Permits | 24 | 21 | 3 | | \$2,448.00 |
| Plumbing Permits | 12 | 4 | 8 | | \$1,697.80 |
| Water Meters | 0 | 0 | 0 | | \$0.00 |
| Water Taps | 0 | 0 | 0 | | \$0.00 |
| Sewer/Storm Taps | 0 | 0 | 0 | | \$0.00 |
| TOTAL Plumbing: | 12 | 4 | 8 | | \$1,697.80 |

June Code Enforcement:

Investigations: 085
 Citations: 004
 Warnings: 085

June Inspections:

Building: 43 Electrical: 14 Plumbing: 05 HVAC: 10
 Electrical Exams: 1

FIRE DEPARTMENT REPORT will be filed next month.

• **Workplace Safety Report for June 2020**

There was one workplace incident to report in May. The following report was filed.

| Department | Injuries this Month | Year to Date 2020 | Total in 2019 | Restricted Days 2020 | Lost Workdays This Year (2020) | Restricted Days Last Year (2019) | Lost Workdays Last Year (2019) |
|------------|---------------------|-------------------|---------------|----------------------|--------------------------------|----------------------------------|--------------------------------|
| Parks | 0 | 1 | 0 | 0 | 0 | 0 | 0 |
| Fire | 0 | 0 | 1 | 0 | 0 | 0 | 0 |

| | | | | | | | |
|---------------|----------|----------|-----------|-----------|-----------|-----------|----------|
| Police | 0 | 0 | 4 | 0 | 0 | 0 | 0 |
| Street | 0 | 0 | 1 | 0 | 0 | 0 | 0 |
| Water & Sewer | 0 | 1 | 5 | 31 | 11 | 0 | 0 |
| Maint. | 0 | 0 | 1 | 0 | 0 | 14 | 2 |
| Other | 0 | 0 | 1 | 0 | 0 | 0 | 0 |
| TOTALS | 0 | 2 | 13 | 31 | 11 | 14 | 2 |

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

Unfinished Business and General Orders:

- 1. Introduced Ordinance No. 1716:** An Ordinance to Amend The Current Code of Ordinances for The Town of Highland, Creating a New Chapter, 2.01, to be Styled the Non Discrimination Plan of the Town of Highland, All Pursuant To IC 36-1-5 and IC 36-1-27 Et Seq.

Councilor Zemen introduced and filed this ordinance during the Town Council meeting of June 08, 2020. The Town Council conducted mark-up and review at its study session (meeting) of June 15 and July 6, 2020. This comes now reflecting the mark-ups.

Councilor Black moved the passage and adoption of introduced Ordinance No. 1716. Councilor Sheeman seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The ordinance was adopted.

**ORDINANCE No. 1716
 of the
 TOWN of HIGHLAND, INDIANA**

AN ORDINANCE TO AMEND THE CURRENT CODE OF ORDINANCES FOR THE TOWN OF HIGHLAND, CREATING A NEW CHAPTER, 2.01, TO BE STYLED THE NON DISCRIMINATION PLAN OF THE TOWN OF HIGHLAND, ALL PURSUANT TO IC 36-1-5 AND IC 36-1-27 ET SEQ.

WHEREAS, Title 36, Article 1, Chapter 5 of the Indiana Code provides that the legislative body of a unit **shall** codify, revise, rearrange, or compile the ordinances of the unit into a complete, simplified code excluding formal parts of the ordinances;

WHEREAS, The legislative body of this unit, the Town of Highland, is the Town Council, pursuant to IC 36-1-2-9(5) and IC 36-5-2-2;

WHEREAS, The present general and permanent ordinances of the Town of Highland, formally codified in 2012, are in need of technical and substantive modifications not confined to any particular Title, Article or Chapter but nevertheless desirable to further improve and perfect the Code; and,

WHEREAS, The Town Council, is persuaded that it is necessary and desirable to adopt the several technical and substantive modifications necessary to carry out this requirement and to further improve and perfect the Code,

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

Section 1. That the Highland Municipal Code, be hereby amended by creating a new Chapter, 2.01, to be called *Non Discrimination Plan of the Town of Highland* which shall read as follows, **subject to section 2 of this ordinance:**

2.01 Non Discrimination Plan of the Town of Highland

Preamble: That the Town of Highland acknowledges that Title IV of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin, in any program service or activity that receives federal assistance. It is the policy of the Town of Highland and all its executive departments that discrimination based upon the foregoing is further proscribed for activities and enterprises of the municipality, its executive departments, special taxing districts and enterprises, according to the provisions of this chapter.

The exhibit attached is adopted and made of essence of this ordinance.

Section 2. That the provisions of HMC Section 1.01.040 still pertain, ...”the clerk-treasurer is authorized and instructed to communicate with the codifier to assign any ordinances of a general and permanent nature and pertaining to a subject or subjects contained in or covered by the code, that were passed and adopted from and after January 22, 2001, and up to and until the passage and adoption of a replacement or successor code, to the appropriate title and section in the code herein adopted, according to its numbering and citation protocols, within a timetable that the clerk-treasurer determines to be reasonable.” The Clerk-Treasurer is instructed and authorized to codify the finally adopted provisions of the Non Discrimination Policy, pursuant to the Section cited herein;

Section 3. That this ordinance shall be effective from and after its passage and adoption, as evidenced by the signature of the Town Council President and attested thereto by the Clerk-Treasurer, all pursuant to IC 36-5-2-10 and IC 36-5-2-10.2.

Introduced and Filed on 8th day of June 2020. Consideration on same day or at same meeting of introduction did not sustain any vote pursuant to IC 36-5-2-9.8.

DULY ORDAINED and ADOPTED this 13th Day of July 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/ACPFIM/CMO
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5; IC 36-5-2-10.2)

1.0 INTRODUCTION

The Town of Highland [Town] was incorporated in 1910 and is a part of the Chicago metropolitan area. The Town is located in Lake County, just east of the Illinois border, and only 21 miles from Chicago. The Town is bordered by Hammond on the north, Munster to the west, Schererville to the south, and Griffith to the east. The Town had a population of 23,727 at the 2010 census and has had a steady population for several years. Highland is known for its bustling retail, neighborhood restaurants, quality neighborhoods, and schools. The Town serves all people, including minority populations, low-income populations, the elderly, persons with disabilities, and those who traverse the Town. The Town recognizes its responsibility to provide fairness and equity in all of its programs, services, and activities, and that it must abide by and enforce federal and state civil rights legislation.

Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin, in any program, service or activity that receives federal assistance. Specifically, Title VI assures that, "No person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance (42 U.S.C. Section 2000e)." The use of the word "person" is important, as the protections afforded under Title VI apply to anyone, regardless of whether the individual is lawfully present in the United States or a citizen of a state within the United States. In addition to Title VI, there are other non-discrimination statutes that afford legal protection, including:

- Section 162(a) of the Federal-Aid Highway Act of 1973 prohibits discrimination based on sex (23 USC 324) and is the enabling legislation of the Federal Highway Administration (FHWA)
- Age Discrimination Act of 1975 prohibits discrimination based on age
- Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 prohibit discrimination based on disability

Taken together, these requirements define an over-arching Title VI/Non-Discrimination Program. It is important to also understand that Title VI and the additional non-discrimination requirements are applicable to federal programs in addition to programs receiving federal financial assistance due to the Civil Rights Restoration Act of 1987. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 prohibits unfair and inequitable treatment of persons displaced or whose property has been acquired as a result of projects which are undertaken with federal financial assistance.

In addition to statutory authorities, there are two Presidential Executive Orders (EO) that place further emphasis upon the Title VI protections of race and national origin. These are EO #12896 ("Positive Actions to Address Environmental Justice in Minority Populations and Low-Income Populations") and EO #13166 ("Improving Access to Services for Persons with Limited English Proficiency"). EO #12896 (Environmental Justice) directs federal agencies to develop strategies to address disproportionately high and adverse human health or environmental effects of their programs on minority and low-income populations. Environmental Justice initiatives are accomplished by involving the potentially affected public in the development of transportation projects that fit within their communities without sacrificing safety or mobility. In 1997, the U.S. Department of Transportation (USDOT) issued its DOT Order to Address Environmental Justice in Minority

Populations and Low-Income Populations to summarize and expand upon the requirements of EO 12896, EO #13166 (Limited English Proficiency) directs federal agencies to evaluate services provided and implement a system that ensures that Limited English Proficiency (LEP) persons are able to meaningfully access the services provided consistent with, and without unduly burdening, the fundamental mission of each federal agency. Additionally, each federal agency shall ensure that recipients of federal financial assistance provide meaningful access to their LEP applicants and beneficiaries.

As a recipient of federal financial assistance, the Town must provide access to individuals with limited ability to speak, write, or understand the English language. The Town will not restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under its programs or projects. Individuals may not be subjected to criteria or methods of administration which cause adverse impact because of their race, color, national origin, age, sex, or disability or have the effect of defeating or substantially impairing accomplishment of the objectives of the program because of race, color, age, sex, disability, or national origin. Therefore, the primary goals and objectives of the Town of Highland's Title VI Program are:

1. To assign roles, responsibilities, and procedures for ensuring compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives;
2. To ensure that people affected by the Town's programs and projects receive the services, benefits, and opportunities to which they are entitled without regard to race, color, national origin, age, sex, or disability;
3. To prevent discrimination in the Town of Highland's programs and activities, whether those programs and activities are federally funded or not;
4. To establish procedures for identifying impacts in any program, service, or activity that may cause illegal adverse discrimination on any person because of race, color, national origin, age, sex, or disability, or on minority populations, low-income populations, the elderly, and all interested persons and affected Title VI populations;
5. To establish procedures to annually review Title VI compliance within specific program areas within the Town;
6. To set forth procedures for filing and processing complaints by persons who believe they have been subjected to illegal discrimination under Title VI in the Town's services, programs, or activities.

As the sub-recipient of federal transportation funds, the Town must comply with federal and state laws, and related statutes, to ensure equal access and opportunity to all persons, with respect to transportation services, facilities, activities, and programs, without regard to race, color, religion, national origin, sex, socio-economic status, or geographical location. Every effort will be made to prevent discrimination in any program or activity, whether those programs and activities are federally funded or not, as guaranteed by the Civil Rights Restoration Act of 1987.

The Town shall also ensure that their sub-recipients adhere to state and federal law, and include in all written agreements or contracts assurances that the sub-recipient must comply with Title VI and other related statutes. The Town, as a sub-recipient who distributes federal transportation funds, shall monitor their sub-recipients for voluntary compliance with Title VI. In the event that non-compliance is discovered, the Town will make a good faith effort to ensure that the sub-recipient corrects any deficiencies arising out of complaints

related to Title VI; and that sub-recipients will proactively gauge the impacts of any program or activity on minority populations and low-income populations, the elderly, persons with disabilities, all interested persons and affected Title VI populations.

I. DISCRIMINATION UNDER TITLE VI

There are two types of discrimination prohibited under Title VI and its related statutes. One type of discrimination, which may or may not be intentional, is "disparate treatment". Disparate treatment is defined as treating similarly situated persons differently because of their race, color, national origin, sex, disability, or age. The second type of discrimination is "disparate impact". Disparate impact discrimination occurs when a "neutral procedure or practice" results in fewer services or benefits, or inferior services or benefits, to members of a protected group. With disparate impact, the focus is on the consequences of a decision, policy, or practice rather than the intent.

The Town's efforts to prevent such discrimination must address, but not be limited to, a program's impacts, access, benefits, participation, treatment, services, contracting opportunities, training, investigation of complaints, allocation of funds, prioritization of projects, and the overarching functions of planning, project development and delivery, right-of-way, construction, and research.

The Town has developed this Title VI Plan to assure that services, programs, and activities of the Town are offered, conducted, and administered fairly, without regard to race, color, national origin, sex, age, or disability of the participants or beneficiaries of federally funded programs, services, or activities [see Title VI Assurances].

2.0 NON-DISCRIMINATION POLICY STATEMENT

The Town reaffirms its policy to allow all individuals the opportunity to participate in federal financially assisted services and adopts the following provision:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

In applying this policy, the Town, and its sub-recipients of federal funds, shall not:

1. Deny any individual with any services, opportunity, or other benefit for which such individual is otherwise qualified;
2. Provide any individual with any service or other benefit which is inferior (in quantity or quality) to, or which is provided in a different manner from, that which is provided to others;
3. Subject any individual to segregated or disparate treatment in any manner related to such individual's receipt of services or benefits;
4. Restrict an individual in any way from the enjoyment of services, facilities, or any other advantage, privilege, or other benefit provided to others;
5. Adopt or use methods of administration which would limit participation by any group of recipients or subject any individual to discrimination;
6. Address any individual in a manner that denotes inferiority because of race, color, or national origin;
7. Permit discriminatory activity in a facility built in whole or in part with federal funds;
8. Deny any segment of the population the opportunity to participate in the operations of a planning or advisory body that is an integral part of a federally funded program;
9. Fail to provide information in a language other than English to potential or actual beneficiaries who are of limited English speaking ability, when requested and as appropriate;
10. Subject an individual to discriminatory employment practices under any federally funded program whose objective is to provide employment;
11. Locate a facility in any way which would limit or impede access to a federally funded service or benefit.

The Town will actively pursue the prevention of any Title VI deficiencies or violations and will take the necessary steps to ensure compliance. If irregularities occur in the administration of the program's operation, procedures will be promptly implemented to resolve Title VI issues within a period not to exceed 90 days.

The Town designates the Town of Highland Public Works Director, as the Town's Title VI Coordinator. Mr. Bach will be responsible for initiating and monitoring Title VI activities and other required matters, ensuring that the Town complies with the Title VI regulations, and pursue prevention of Title VI deficiencies or violations. Inquiries concerning the Town of Highland and Title VI may be directed to the Title VI Coordinator at: 3333 Ridge Road, Highland, IN 46822, Phone: (219) 972-5069, Fax: (219) 972-5082, E-mail: jbach@highland.in.gov.

NOTE: A copy of the signed statement can be found in Appendix F.

3.0 STANDARD TITLE VI ASSURANCE

The Town of Highland, Indiana (hereinafter referred to as the "Recipient"), by its Town Council, HEREBY AGREES that as a condition to receiving any federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 20006-42 USC 20006-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs for the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of gender, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received federal financial assistance from the Department of Transportation, including the Indiana Department of Transportation, and HEREBY GIVES ASSURANCES that it will promptly take any measure necessary to effectuate this assurance. This assurance is required by subsection 21.7 of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurance with respect to the Federal Aid Highway Program:

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.22(c) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federal Aid Highway Programs and, in adapted form in all proposals for negotiated agreements:

"The Town of Highland, Indiana, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 20006 to 20006-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and
 - b. for the construction or use of, or access to space on, over, or under, real property acquired or improved under the Federal Aid Highway Program.
8. That this assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property, or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom it delegates specific authority to give reasonable guarantees that all other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants in the Federal Aid Highway Program.

NOTE: A copy of the signed assurance can be found in Appendix F.

4.0 AUTHORITIES

Title VI of the Civil Rights Act of 1964, 42 USC 20004-4; 42 USC 4601 to 4655; 23 USC 109(h): provides that no person in the United States shall, on the grounds of race, color, or national origin (including Limited English Proficiency), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance (please refer to 23 CFR 200.9 and 49 CFR 21.) Related statutes have broadened the grounds to include age, sex, low income, and disability.

The Civil Rights Restoration Act of 1987 also broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not [Public Law 100-259 (S. 557) March 22, 1988].

Federal Aid Highway Act of 1973, 23 USC 324: No person shall on the grounds of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under this title or carried on under this title.

Age Discrimination Act of 1975, 42 USC 6101: No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Americans with Disabilities Act of 1990 PL 101-336: No qualified individual with a disability shall, by reason of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination by a department, agency, special purpose district, or other instrumentality of a state or local government.

Section 504 of the Rehabilitation Act of 1973: No qualified individual with a disability shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance.

USDOT Order 1050.2: Standard Title VI Assurances.

Executive Order 12250: Department of Justice Leadership and coordination of Non-Discrimination Laws.

Executive Order 12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations.

28 CFR 50.3: Guidelines for the enforcement of Title VI of the Civil Rights Act of 1964.

Executive Order 13166: Improving Access to Services for Persons with Limited English Proficiency.

5.0 DEFINITIONS

Adverse Effects – the totality of significant (see Appendix D for additional discussion of "significant") individual or cumulative human health or environmental effects, including interrelated social and economic effects, which may include, but are not limited to:

- Bodily impairment, infirmity, illness or, death
- Air, noise, and water pollution and soil contamination
- Destruction or disruption of man-made or natural resources
- Destruction or diminution of aesthetic values
- Destruction or disruption of community cohesion or community's economic vitality
- Destruction or disruption of the availability of public and private facilities and services
- Adverse employment effects
- Displacement of person's businesses, firms, or non-profit organizations
- Increased traffic congestion, isolation, exclusion, or separation of minority or low-income individuals within a given community or from the broader community
- Denial of, reduction in, or significant delay in the receipt of benefits of the Town's programs, policies, and activities

Federal Assistance – includes grants and loans of federal funds; the grant or donation of federal property and interests in property; the detail of federal personnel, federal property, or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and any federal agreement, arrangement, or other contract which has, as one of its purposes, the provision of assistance.

Limited English Proficiency – individuals with a primary or home language other than English who must, due to limited fluency in English, communicate in that primary or home language if the individuals are to have an equal opportunity to participate effectively in or benefit from any aid, service, or benefit provided by the Town. Persons will be considered as being Limited English Proficient if identified in census information as having the ability to speak English "not well" or "not at all".

Low-Income – a person whose median household income is at or below the Department of Health and Human Service Poverty guidelines (see <https://sepe.hhs.gov/poverty-guidelines/>).

Low-income Population – any readily identifiable group of low-income persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed Town program, policy, or activity.

Minority – A person who is:

- Black – person having origins in any of the black racial groups of Africa;

- Hispanic – person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;
- Asian American – person having origins in any of the original people of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands; or
- American Indian and Alaskan Native – person having origins in any of the original people of North America and who maintains cultural identification through tribal affiliation or community recognition.
- Two or More Races – person that is multi-racial and included in one of the above categories.

Minority Population – any readily identifiable groups of minority persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed Town program, policy, or activity.

Non-Compliance – recipient has failed to meet prescribed requirements and has shown an apparent lack of good faith effort in implementing all the requirements of Title VI and related statutes.

Persons – where designation of persons by race, color, or national origin is required, the following designation ordinarily may be used: "White not of Hispanic origin", "Black not of Hispanic origin", "Hispanic", "Asian or Pacific Islander", and "American Indian or Alaskan Native". Additional sub-categories based on national origin of primary language spoken may be used, where appropriate, on either a national or a regional basis.

Program – includes any road or park project including planning or any activity for the provision of services financial aid or other benefits to individuals. This includes education or training, work opportunities, health welfare, rehabilitation, or other services, whether provided directly by the recipient of federal financial assistance or provided by others through contracts or other arrangements with the recipient.

Recipient – any state, territory, possession, the District of Columbia, Puerto Rico, or any political subdivision, or instrumentality thereof, or any public or private agency, institution, or organization, or other entity, or any individual, in any state, territory, possession, the District of Columbia, or Puerto Rico, to whom federal assistance is extended, either directly or through another recipient, for any program. Recipient includes any successor, assignee, or transferee thereof, but does not include any ultimate beneficiary under any such program.

Significant Adverse effects on Minority and Low-income Populations – an adverse effect that:

- is predominantly borne by a minority population and/or a low-income population; or
- will be suffered by the minority population and/or low-income population and is shown to be appreciably more severe or greater in magnitude than the adverse effect that will be suffered by the non-minority population and/or non-low-income population.

Sub-Recipient – any agency, such as a council of governments, regional planning agency, or educational institution, for example, that received Federal Highway Administration (FHWA) funds through the State DOT and not directly from the FHWA. Other agencies, local governments, contractors, and consultants that receive these funds are all considered sub-recipients.

6.0 ADMINISTRATION

I. TITLE VI COORDINATOR AND RESPONSIBILITIES

The Town of Highland designates the **Public Works Director**, as the Title VI Coordinator (hereinafter referred to as the "Title VI Coordinator"). Mr. Bach shall have lead responsibility for coordinating the administration of Title VI and related statutes, programs, plans, and assurances. The Town's Title VI Coordinator's responsibilities include:

- **Program Administration** – Administer and implement the Town of Highland's Title VI plan and policy, ensuring compliance with the assurances, policy, and program objectives.
- **Internal Coordination** – Develop and maintain a Title VI liaison team, comprised of Department Heads or their designees, to ensure departments are implementing, monitoring, and complying with the Town of Highland's Title VI plan and policy.
- **Program Monitoring** – Conduct Title VI yearly reviews with liaisons in an effort to assist with identifying, addressing, and eliminating discrimination concerns in every department.
- **Training and Continuing Education** – Conduct or facilitate Title VI training programs with Department Heads for dissemination to employees and maintain a copy of training attendance logs. The Title VI Coordinator is also to receive the necessary training to stay current on Title VI and HUDOT requirements.
- **Communication of Requirements** – Work with liaisons to develop and disseminate Title VI information to contractors, subcontractors, vendors, and consultants.
- **Public Outreach** – Work with elected officials and department liaisons to ensure community involvement and outreach is in compliance with Title VI and provides equitable opportunities for participation.
- **Contract Compliance** – Ensure Title VI language is included in Town of Highland contracts as required. Establish procedures for reviewing contracts with sub-recipients, special interest programs, and activities to include Title VI Assurances.
- **Data Collection** – Collect, review, and preserve statistical data (race, color, national origin, language, gender, etc.) of participants in activities and programs to ensure the Town of Highland's continued compliance with Title VI. This will be done by providing the voluntary Title VI Public Participation Survey found in Appendix F at all public meetings.
- **LEP Plan** – Develop and implement the Town's Limited English Proficiency (LEP) Plan. Train department heads on the procedures and resources available when a person requests an interpreter. Identify sources for foreign language translators. Provide Language Identification Flashcards to all liaisons.
- **Records Maintenance** – Collect, review, and preserve data regarding the number of federally funded projects awarded or ongoing for the past three (3) years. Maintain all Title VI records and correspondence, including, but not limited to, signed employee acknowledgements, complaints and all correspondence regarding such, requests for language services, demographic statistics, department compliance reviews, and all Title VI federal agency correspondence and records.
- **Administer the Complaint Procedure** – Address all Title VI discrimination complaints, including ensuring compliance with complaint procedures and review and investigation of complaints. A

complete record of all complaints will be maintained, including the complaint form, all written records resulting from the investigation, and how the complaint was resolved.

- Plan Updates – Review and update the Title VI plan and policy as needed or required.
- Reporting – Prepare and submit Title VI program updates to INDOT as necessary.

II. TITLE VI LIAISONS

This interdisciplinary team is comprised of Department Heads, or their designee, from each department in the Town of Highland. The Title VI Coordinator shall maintain a list of department liaisons. They are responsible for the following:

- Ensure compliance with Title VI and related non-discrimination laws.
- Consult with the Title VI Coordinator when complaints are received or issues arise.
- Ensure all business pertaining to the selection, negotiation, and administration of applicable consultant contracts and agreements is accomplished without discrimination.
- Remove programmatic and architectural barriers from programs and activities in accordance with relevant non-discrimination laws.
- Ensure meaningful access to Town services and programs to minorities, persons with limited English proficiencies, and low-income persons.
- Provide information in the appropriate language or interpreters as needed for individuals with disabilities and LEP.
- Provide input in the development and review of the Title VI and ADA implementation plans.

An organizational chart of the Town of Highland government and departments is on the next page.

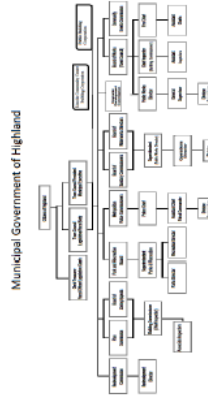
III. COMPLAINTS

If any individual believes that he/she or any other program beneficiaries have been the object of unequal treatment or discrimination as to the receipt of benefits and/or service, or on the grounds of race, color, national origin (including limited English Proficiency), sex, age, or disability, he/she may exercise his/her right to file a complaint with the Town. The complaint process is included in Section 9.0 and the Complaint Form is included in Appendix F. Complaints shall be filed with the Title VI Coordinator. Every effort will be made to resolve complaints informally at the lowest level.

IV. DATA COLLECTION

Statistical data on race, color, national origin, English language ability, and sex of participants in and beneficiaries of the Town programs (e.g., impacted citizens and affected communities) will be gathered and maintained using the voluntary Title VI Public Participation Survey found in Appendix F at all public meetings. The gathering procedures will be reviewed annually to ensure sufficiency of the data in meeting the requirements of the Title VI program.

Highland Town Government Organizational



Organizational Chart as of
 April 1, 2020.

V. PROGRAM REVIEWS

Special emphasis program reviews will be conducted based on the annual summary of Title VI activities, accomplishments, and problems. The reviews will be conducted by the Title VI Coordinator to assure effectiveness in their compliance with Title VI provisions and compliance with the requirements of INDOT. The Title VI Coordinator will coordinate efforts to ensure the equal participation in all their programs and activities at all levels. The Town does not have any special emphasis programs at this time.

VI. TITLE VI REVIEWS ON SUB-RECIPIENTS

Title VI compliance reviews of sub-recipients will be conducted annually by the Title VI Coordinator. Priority for conducting reviews will be given to those sub-recipients of federal funds with the greatest potential of impact to those groups covered. The reviews will entail examination of the sub-recipient's adherence to all Title VI requirements. The status of each review will be reported in the annual update and reported to INDOT upon request. Examples of sub-recipients would include applicants awarded funding through the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) administered by the Town and contractors and consultants that receive funding provided to the Town by a Federal agency or through a recipient of monies from a Federal agency (e.g., INDOT through FHWA).

VII. ANNUAL REPORTING FORM

The Title VI Coordinator will be responsible for coordination, compilation, and submission of the annual reporting form data to INDOT via the LPA Pre-Award Certification & Assurance, accessible online at <http://lpa.indot.in.gov>, by 11:59 p.m. on September 1 or as otherwise mandated by INDOT.

Annual updates to the Title VI Implementation Plan shall include goals for the new reporting period and information related to tracking of complaints and training of Town employees.

VIII. TRAINING

The Title VI Coordinator is required to attend an INDOT training session annually, at which time information will be obtained about other training opportunities for the coordinator and other Town staff, if applicable. The Title VI Coordinator will also monitor INDOT's annual directives related to information they require to be provided to prove the Town is meeting their Title VI compliance obligations. Under the direction of the Title VI Coordinator, liaisons will be required to document the Title VI training that is provided to their staff and track attendance. Documentation should include the type of training, number and type of individuals trained, and materials. Identification of training goals and opportunities for the upcoming year should be planned annually. All training needs to be documented on the annual reporting form to INDOT and Annual Goals and Accomplishments form. Frequency of training of staff is to be determined by the Town to meet INDOT requirements and ensure compliance with Title VI.

IX. PUBLIC DISSEMINATION

The Town will disseminate Title VI Program information to Town employees and to the general public. Title VI Program information will be submitted to sub-recipients, contractors, and beneficiaries. Public dissemination

will include inclusions of Title VI language in contracts and publishing the Title VI Plan on the Town of Highland's website, at www.highland.in.gov/.

X. REMEDIAL ACTION

The Town, through the Title VI Coordinator, will actively pursue the prevention of Title VI deficiencies and violators and will take the necessary steps to ensure compliance with all program administrative requirements. When deficiencies are found, procedures will be promptly implemented to correct the deficiencies and to put in writing the corrective action(s). The period to determine corrective action(s) and put it/them in writing to effect compliance may not exceed 90 days from the date the deficiencies are found.

7.0 LIMITED ENGLISH PROFICIENCY (LEP)

On August 11, 2000, President William J. Clinton signed an executive order (Executive Order 13166: Improving Access to Service for Persons with Limited English Proficiency) to clarify Title VI of the Civil Rights Act of 1964. It had as its purpose, to ensure accessibility to programs and services to otherwise eligible persons who are not proficient in the English language.

This Executive Order stated that individuals who do not speak English well and who have a limited ability to read, write, speak, or understand English are entitled to language assistance under Title VI of the Civil Rights Act of 1964 with respect to a particular type of service, benefit, or encounter. These individuals are referred to as being limited in their ability to speak, read, write, or understand English, hence the designation, "LEP," or Limited English Proficient. The Executive Order states that:

"Each federal agency shall prepare a plan to improve access to its federally conducted programs and activities by eligible LEP persons. Each plan shall be consistent with the standards set forth in the LEP Guidance, and shall include the steps the agency will take to ensure that eligible LEP persons can meaningfully access the agency's programs and activities."

Not only are all federal agencies required to develop LEP plans as a condition of receiving federal financial assistance, recipients have to comply with Title VI and LEP guidelines of the federal agency from which funds are provided as well.

Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance. Recipients of federal funds range from state and local agencies to non-profits and organizations. Title VI covers a recipient's entire program or activity. This means all parts of a recipient's operations are covered, even if only one part of a recipient's organization receives the federal assistance. Simply put, any organization that receives federal financial assistance is required to follow this Executive Order.

A person who does not speak English as their primary language and who has a limited ability to read, write, speak, or understand English may be a Limited English Proficient person and may be entitled to language assistance with respect to the Town of Highland's programs and activities. Language assistance can include interpretation, which means oral or spoken transfer of a message from one language into another language, and/or translation, which means the written transfer of a message from one language into another language. The Town of Highland will determine when interpretation and/or translation are needed and are reasonable.

According to 2010-2014 American Community Survey information obtained from the U.S. Census, the number of individuals age 3 and over that identified as having the ability to speak English less than "very well" is less than 3.2% percent overall for the Town. Linguistically isolated households (households where no one 14 years of age or older speaks only English or speaks English "very well") speak Spanish (20.7%), other Indo-European languages (73.4%), and other languages (3.9%). The table below includes information about LEP populations in the Town.

Further detailed review using the U.S. EPA's EISCREEN is available by Census Tract Block Group. EISCREEN is a screening tool for pre-decisional use only and can help identify areas that may warrant additional

consideration, analysis, or outreach. It does not provide a basis for decision-making, but it may help identify potential areas of EJ concern. Users should keep in mind that screening tools are subject to substantial uncertainty in their demographic and environmental data, particularly when looking at small geographic areas. This screening tool does not provide data on every environmental impact and demographic factor that may be relevant.

Table 1. Limited English Proficiency population estimates within the Town of Highland, Indiana.

| Totals | Total Population Age 3 and Over | Speak English "very well" | Speak English less than "very well" | Total % Linguistically Isolated Households |
|--------|---------------------------------|---------------------------|-------------------------------------|--|
| | 22,317 | 21,603 (96.0%) | 703 (3.2%) | 1.7% |

Source: U.S. Census, American Community Survey (ACS) 2010-2014.

LANGUAGE ASSISTANCE

The Town of Highland staff shall consider the following to identify if an interpreter and/or translator are needed or if an LEP person needs language assistance:

- Examine records to see if requests for language assistance have been received in the past, either at meetings or over the phone, to determine whether language assistance might be needed at future events.
- Have Language Identification Flashcards (see Appendix E) available at buildings where the public typically visits, including the Town Municipal Building, Public Works, and Police Department. Flashcards should be available at Human Resources and all Town Departments near customer service areas where they can be easily accessible by staff. Individuals self-identifying as persons not proficient in English may not be able to be accommodated with translation assistance at the time, but it will assist in identifying language assistance needs for future events.

LANGUAGE ASSISTANCE MEASURES

Although there is a low percentage of LEP individuals in the Town of Highland (persons who speak English less than "very well"), the Town will strive to offer language assistance using the following measures:

- If an individual asks for language assistance, the Town of Highland will determine if the individual is an LEP person and language assistance is necessary to provide meaningful access. The Town has the discretion to determine whether language assistance is needed and, if so, the type of language assistance necessary to provide meaningful access.
- When an interpreter is needed, in person or on the telephone, staff will attempt to determine what language is required and access the language interpreting service to be used.
- The Town of Highland will periodically assess the need for language assistance based on requests for interpreters and/or translators.

For more information regarding LEP, visit the Town website at www.Highland.in.gov or contact:

PUBLIC WORKS DIRECTOR
Title VI Coordinator
8001 Kennedy Street

Highland, IN 46322
Phone: (219) 972-3069
Fax: (219) 972-3023
joach@highland.in.gov

8.0 ENVIRONMENTAL JUSTICE

Compliance with Title VI includes ensuring that no minority or low income population suffers "disproportionately high and adverse human health or environmental effect" due to any "programs, policies, and activities" undertaken by any agency receiving federal funds. This obligation will be met by the Town of Highland in the following ways:

- When planning specific programs or projects, identifying those populations that will be affected by a given program or project.
- If a disproportionate effect is anticipated, following mitigation procedures.
- If mitigation options do not sufficiently eliminate the disproportionate effect, discussing and, if necessary, implementing reasonable alternatives.

Disproportionate effects are those effects which are appreciably more severe for one group or predominantly borne by a single group. According to U.S. Census data, the Town of Highland has a total minority percentage of 19.7% and over 6% of the population has income below the poverty level. Data summarized below includes information on low income and minority populations.

Table 2. Town of Highland, Indiana, Population by Race.

| Total by Race | Percent | Census Tract | | | | | | |
|-------------------------------|---------|--------------|--------|--------|--------|--------|--------|--------|
| | | 405.01 | 405.02 | 406 | 407 | 408.01 | 408.02 | |
| Total Population | 23,727 | 100.00% | 3,623 | 3,519 | 3,759 | 5,011 | 3,888 | 3,907 |
| White | 21,027 | 88.6% | 2,841 | 3,057 | 3,179 | 4,511 | 3,518 | 3,641 |
| African American | 997 | 4.20% | 430 | 211 | 94 | 351 | 68 | 13 |
| Asian | 380 | 1.60% | 125 | 97 | 49 | 37 | 28 | 44 |
| American Indian/Alaska Native | 49 | 0.21% | 1 | 4 | 13 | 7 | 10 | 14 |
| Pacific Islander | 1 | 0.00% | 0 | 0 | 0 | 0 | 0 | 1 |
| Two or More Races | 251 | 1.06% | 57 | 31 | 34 | 64 | 37 | 28 |
| Other Race | 1,022 | 4.31% | 189 | 119 | 190 | 251 | 167 | 126 |
| Total Hispanic Population | 3,047 | 12.85% | 497 | 385 | 534 | 631 | 498 | 502 |
| Total Non-Hispanic Population | 20,680 | 87.15% | 3,126 | 3,134 | 3,225 | 4,400 | 3,390 | 3,405 |
| Total Minority Population | 4,688 | 19.70% | 30.63% | 20.69% | 19.26% | 17.89% | 16.49% | 15.92% |

Source: U.S. Census Bureau, Census 2010.

Table 3. Town of Highland, Indiana, Income and Low Income Population Data.

| | Total |
|--|----------|
| Median Household Income | \$62,738 |
| Percentage of Families with Income Below the Poverty Level | 4.3% |
| Percentage of All People with Income Below the Poverty Level | 6.5% |

NOTE: 2014 Poverty Threshold - \$12,079 for an individual, \$24,158 for four person household.
Source: U.S. Census, American Community Survey (ACS) 2010-2014.

There are two Census Tracts that have a minority population percentage that exceeds the total for the Town and could be considered a high minority population area. Further detailed review using the U.S. EPA's EISCREEN is available by Census Tract Block Group. EISCREEN is not intended to provide a risk assessment and does not provide data on every environmental impact and demographic indicator that may be relevant to a particular location, and data may be several years old. Screening results should be supplemented with additional information and local knowledge to get a better understanding of the issues in a selected location. Block Groups with minority and income population data are included on Table 4. High minority population (exceeds total Town percentage of 19.76%) and/or LEP populations (identified in the table as linguistically isolated households) are highlighted. Block Groups with low income populations near or above the state average of 35% are also highlighted.

Table 4. Town of Highland, Indiana, Block Group Data.

| Census Tract, Block Group | Approximate Population | % Minority Population | % Low Income Population | Linguistically Isolated Households |
|---------------------------|------------------------|-----------------------|-------------------------|------------------------------------|
| Tract 405, Block 011 | 1,092 | 19% | 14% | 0% |
| Tract 405, Block 012 | 1,362 | 18% | 24% | 0% |
| Tract 405, Block 013 | 1,030 | 57% | 32% | 2% |
| Tract 405, Block 021 | 1,736 | 21% | 19% | 11% |
| Tract 405, Block 022 | 1,333 | 14% | 12% | 1% |
| Tract 406, Block 001 | 952 | 15% | 24% | 0% |
| Tract 406, Block 002 | 732 | 23% | 24% | 0% |
| Tract 406, Block 003 | 864 | 22% | 21% | 6% |
| Tract 406, Block 004 | 1,047 | 22% | 13% | 0% |
| Tract 407, Block 001 | 2,003 | 21% | 16% | 0% |
| Tract 407, Block 002 | 1,123 | 22% | 20% | 2% |
| Tract 407, Block 003 | 1,363 | 40% | 25% | 0% |
| Tract 407, Block 004 | 851 | 15% | 20% | 0% |
| Tract 408, Block 011 | 1,363 | 13% | 11% | 0% |
| Tract 408, Block 012 | 1,478 | 29% | 14% | 1% |
| Tract 408, Block 013 | 1,138 | 24% | 33% | 0% |
| Tract 408, Block 021 | 1,421 | 15% | 20% | 3% |
| Tract 408, Block 022 | 890 | 7% | 27% | 0% |
| Tract 408, Block 023 | 1,038 | 24% | 37% | 0% |

Source: U.S. EPA, EISCREEN Version 2016 (<https://eiscreeen.epa.gov>).

Additional investigation and outreach should be completed for projects in the highlighted Block Group areas. Statistics on Census Tract and Block Groups are included in Appendix E. Where a project impacts a small number or area of low income or minority populations, the Town will document that:

- Other reasonable alternatives were evaluated and were eliminated for reasons such as the alternatives impacted a far greater number of people or did greater harm to the environment, etc.;
- The project's impact is unavoidable;
- The benefits of the project far outweigh the overall impacts; and
- Mitigation measures are being taken to reduce the harm to low income or minority populations.

If it is concluded that no minority and/or low income population groups are present in the project area, the Town will document how the conclusion was reached. If it is determined that one or more of these population groups are present in the area, the Town will administer potential disproportionate effects test.

The following steps will be taken to assess the impact of a project on minority and/or low income population groups:

- **STEP ONE:** Determine if a minority or low income population is present within the project area. The means of making this determination may include a detailed review of census tract and/or block group information or other reliable sources. If the conclusion is that no minority and/or low income population is present within the project area, document how the conclusion was reached. If the conclusion is that there are minority population groups and/or low income population groups present, proceed to Step Two.
- **STEP TWO:** Determine whether project impacts associated with the identified low income and minority populations are disproportionately high and adverse. In doing so, refer to the list of potential impacts and questions contained in Appendix E. If it is determined that there are disproportionately high and adverse impacts to minority and low income populations, proceed to Step Three.
- **STEP THREE:** Propose measures that will avoid, minimize, and/or mitigate disproportionately high and disproportionate adverse impacts, and provide offsetting benefits and opportunities to enhance communities, neighborhoods, and individuals affected by the proposed project.
- **STEP FOUR:** If after mitigation, enhancements, and offsetting benefits to the affected populations, there remains a high and disproportionate adverse impact to minority or low income populations, then the following questions must be considered:
 - o Question 1: Are there further mitigation measures that could be employed to avoid or reduce the adverse effect to the minority or low income population?
 - o Question 2: Are there other additional alternatives to the proposed action that would avoid or reduce the impacts to the low income or minority populations?
 - o Question 3: Considering the overall public interest, is there a substantial need for the project?
 - o Question 4: Will the alternatives that would satisfy the need for the project and have less impact on protected populations
 - [a] have other social economic or environmental impacts that are more severe than those of the proposed action?
 - [b] have increased costs of extraordinary magnitude?

- **STEP FIVE:** Include all findings, determinations, or demonstrations in the environmental document prepared for the project.

9.0 FILING A TITLE VI COMPLAINT

I. INTRODUCTION

The Title VI complaint procedures are intended to provide aggrieved persons an avenue to raise complaints of discrimination regarding Town programs, activities, and services as required by statute. Any person, who believes they have faced unequal treatment or discrimination as to the receipt of benefits and/or services based on their race, color, national origin, disability, sex, sexual orientation, gender identity, religion, age, low income status, or limited English proficiency, has the right to file a written complaint as described herein. Complaints should be filed with the Town of Highland's Title VI Coordinator.

These procedures cover all complaints filed under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Civil Rights Act of 1987, the Americans with Disabilities Act of 1990, and other relevant regulations, statutes, directives, and Executive Orders relating to any federally-funded contract or activity administered by the Town. It also applies to sub-recipients, consultants, and contractors. Intimidation or retaliation of any kind is prohibited by law.

The procedures do not deny the right of the complainant to file formal complaints with other state and federal agencies, or to seek private counsel for complaints alleging discrimination. Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation meeting[s] between the affected parties, the Title VI Coordinator, and the Department Heads may be utilized for resolution. A copy of the complaint form can be found in Appendix F.

II. PURPOSE

The purpose of the discrimination complaint procedures is to describe the process used by the Town for processing complaints of discrimination under Title VI of the Civil Rights Act of 1964 and related statutes.

III. ROLES AND RESPONSIBILITIES

The Title VI Coordinator has overall responsibility for the discrimination complaint process and procedures. The Title VI Coordinator may, at his/her discretion, assign a capable person to investigate the complaint. The designated investigator will conduct an impartial and objective investigation, collect factual information, and prepare a fact-finding report based upon information obtained from the investigation.

IV. PROCEDURE FOR FILING A COMPLAINT

Any person, group of individuals, or entity that believes they have been excluded from participation in or denied benefits or services of any program or activity administered by the Town or its sub-recipients, consultants, and contractors on the basis of race, color, national origin (including Limited English Proficiency), sex, age, or disability may bring forth a complaint of discrimination under Title VI. All complaints are to be filed with the Town's Title VI Coordinator. The complainant[s] shall make themselves reasonably available to the designated investigator to ensure completion of the investigation within the timeframes set forth.

In all situations, employees of the Town must contact the Title VI Coordinator immediately upon receipt of Title VI related complaints. Complaints must be filed within 180 days of the alleged discrimination. If the complainant could not reasonably be expected to know that the act was discriminatory within the 180 day period, he/she will have 60 additional days after becoming aware of the illegal discrimination to file the complaint.

Complaints must be in writing, and must be signed by the complainant and/or the complainant's representative. See Appendix F for the Title VI Complaint Form. The complaint must set forth, as fully as possible, the facts and circumstances surrounding the claimed discrimination. In cases where the complainant is unable or incapable of providing a written statement, the complainant will be assisted in converting the verbal complaint into a written complaint. All complaints, however, must be signed by the complainant and/or by the complainant's representative. Upon review of the information included in the complaint, the Title VI Coordinator shall decide the course of action and notify the complainant of the determination. All complaints will be logged into the Complaint Log [see Appendix F].

Items that should not be considered a formal complaint (unless the items contain a signed cover letter specifically alleging a violation of Title VI) include, but are not limited to:

- An anonymous complaint that is too vague to obtain required information
- Inquiries seeking advice or information
- Courtesy copies of court pleadings
- Newspaper articles
- Courtesy copies of internal grievances
- Oral complaints (unless provided by a Limited English Proficient person)

V. INVESTIGATION

The Title VI Coordinator shall designate a Department Head to lead the investigation. In the event the complaint is against a Department Head, the Title VI Coordinator shall lead the investigation. The investigator shall prepare a written plan, which includes, but is not limited to the following:

- Names of the complainant[s] and respondent[s] basis for complaint
- Issues, events, or circumstances that caused the person to believe that he/she has been discriminated against
- Information needed to address the issue
- Criteria, sources necessary to obtain the information
- Identification of key people
- Estimated investigation timeline and remedy sought by the complainant[s]

In conducting the investigation, the following factors will be considered:

- The investigation will address only those issues relevant to the allegations in the complaint.
- In accordance with DOT Order 1000.12, the Town of Highland shall keep all complainants' identities confidential except to the extent necessary for carrying out an investigation. If an investigator determines that it is necessary to disclose the complainant's identity to the responder or a third party,

- the investigator must first obtain complainant's written permission. The Complainant Consent/Release form is included in Appendix F. Confidentiality will be maintained as much as possible.
- Interviews will be conducted to obtain facts and evidence regarding the allegations in the complaint. The investigator will ask questions to elicit information about aspects of the case.
 - A chronological contact sheet is maintained in the case file throughout the investigation.
 - If a Title VI complaint is received on an INDOT-related contract against the Town of Highland, INDOT will be notified and provided the opportunity to participate in the investigation of the complaint. Upon receipt of a Title VI complaint filed against the Town of Highland, the complaint and any pertinent information should immediately be forwarded to INDOT's Title VI Program Manager.
 - Complaints made against a Town of Highland's sub-recipient should be investigated by the Town following the complaint process.
 - Within 60 days of receiving the complaint, the investigator shall prepare an investigative report and submit the report and supporting documentation to the Title VI Coordinator for review.
 - The Title VI Coordinator reviews the file and investigative report. Subsequent to the review, the Mayor makes a determination of "probable cause" or "no probable cause" and prepares the decision letter based on the facts of the investigation in consultation with the Title VI Coordinator. A copy of the decision letter will be provided to the complainant.
 - The complainant may receive a copy of the investigative report and shall be notified in the decision letter of their appeal rights.
 - The Town may, at its discretion, extend any deadline above for a reasonable amount of time if needed to complete a thorough investigation.

The laws enforced by the Town prohibit retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by these laws. If someone experiences retaliation or intimidation separate from the discrimination alleged in this complaint, they should contact the Title VI Coordinator.

VI. APPEALS, RECORDKEEPING, AND REPORTING REQUIREMENTS

The complainant has the right to appeal the decision of the Town to INDOT. The complainant must submit the appeal in writing to the Town's Title VI Coordinator within 14 days of receipt of the Town's decision letter. The appeal must cite the specific portion(s) of the findings that the complainant disagrees with and the reason(s) for the disagreement. The Town will forward the appeal to INDOT's Title VI Program Manager within seven calendar days of receipt and cooperate fully in the appeal process as requested by INDOT.

All records and investigative working files are to be maintained in a confidential area. Records are to be kept for a minimum of three years or the amount of time dictated by the state's Record Retention Schedule, whichever is longer. All complaints shall be documented on the complaint log. A copy of the complaint, together with a copy of the investigation report and final decision letter, will be forwarded to the INDOT Title VI Program Manager following expiration of the appeal period.

10.0 PUBLIC INVOLVEMENT AND OUTREACH

The Town will provide information on Title VI responsibilities to the public and employees. Information will be available on postings in Town facilities, Town website, and employee handbooks. A review will be done of the Town's website for compliance with applicable accessibility guidelines and suggested improvements considered to provide better access to users. A voluntary public involvement survey will be available at all public meetings to collect information regarding persons affected by proposed projects. The voluntary survey will be anonymous and collect data regarding gender, ethnicity, race, age, disability status, household income, and other information. The survey will be available at all public hearings and meetings on projects, and completed surveys shall be retained for a minimum of three years from the date of the meeting or completion of the related project, if applicable. A copy of the public involvement survey is included in Appendix F. The Town will strive to modify the public involvement and outreach program based on input from respondents and INDOT as needed.

11.0 TITLE VI PROGRAM GOALS FOR 2019

The Town has identified the following Title VI Program goals for 2019. Updates to the program goals will be provided as part of the annual Title VI Implementation Plan to be prepared annually.

1. The Town shall adopt the Non-Discrimination Policy Statement, Title VI Assurance, and Title VI Non-Discrimination Plan following a public hearing.
2. A copy of the Town of Highland's Title VI Non-Discrimination Plan will be provided to each Town Department Head, who will review the plan with departmental employees.
3. Prepare a list of department sessions and publish that list. A copy of the list should be provided to each department and made readily available to the public upon request.
4. The Town of Highland's Title VI Plan and all forms will be published on the Town of Highland's website.
5. The name and contact information of the Town's Title VI Coordinator will be provided on all relevant publications and on the Town website.
6. Ensure that the Federal-Aid Contract Language included in Appendix A is included in all Town contracts as outlined in the Title VI Plan.
7. The language in Paragraph Number 2 of the Town of Highland's Title VI Assurance will be included in all solicitations for bids for work or material subject to the Regulations and in all proposals for negotiated agreements.
8. The procedure(s) for responding to individuals with Limited English Proficiency will be developed and implemented.
9. The Title VI Coordinator shall attend the mandatory training required by INDOT on Title VI.
10. The Title VI Coordinator shall provide Department Heads with Title VI training and document and maintain attendance records of all training sessions.
11. All Town of Highland employees will be trained or made aware of the requirements of Title VI, the LEP procedure, and the Title VI complaint procedure.
12. Provide copies of the voluntary Title VI Public Participation Survey found in Appendix F at all public meetings.
13. Provide copies of the Language Identification Flashcards found in Appendix F to all Department Heads and ensure that all employees are aware of their location when needed.
14. Identify local foreign language translators that can be contracted to assist LEP individuals.
15. The following data will be collected and reviewed by the Title VI Coordinator and documented as noted in the Title VI Plan:
 - a. Boards and Commissions: The number of vacancies, how vacancies are advertised and filed, the number of applicants, and the representation of minorities on Town boards and commissions will be evaluated.
 - b. Public Meetings: Document the number of open meetings and how meeting dates and times were communicated to the general public and to individuals directly affected by the project will be documented.

- c. Construction Projects: The number of construction projects, minority contractors bidding, and the number selected will be documented, along with verification that Title VI language was included in bids and contracts for each project.
 - d. LEP Needs: The number of requests for language assistance that were requested or required and the outcome of these requests.
 - e. Complaints: The number of Title VI complaints received, nature of the complaints, and resolution of the complaints.
 - f. Timeliness of Services: The number of requests for services, amount of time from request to when service was delivered, and number of requests denied.
 - g. Right-of-Way/Eminent Domain: The number of such actions and diversity of individuals affected.
 - h. Program Participants: Racial data of program participants, where possible, based on information provided by attendees on the non-mandatory, anonymous public involvement survey.
16. Begin preparation of the 2020 Title VI Implementation Plan in November 2019.

APPENDICES

APPENDIX A – FEDERAL-AID CONTRACT LANGUAGE

Appendix A

The following language is to be inserted in all Federal-aid contracts:

During the performance of this contract, the contractor, for itself, its assignees and successors, in interest (hereinafter referred to as the "contractor") agrees, as follows:

1. **Compliance with Regulations:** The contractor shall comply with Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Non-Discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.3 of the Regulation, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-Compliance:** In the event the contractor's non-compliance with the non-discrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless

exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B – TRANSFER OF PROPERTY

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the Town of Highland, Indiana, will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000e-4) does hereby remise, release, quitclaim and convey unto the Town of Highland, Indiana, all the right, title, and interest of the Department of Transportation in and to said lands described Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the Town of Highland, Indiana, and its successors forever, subject, however, to the covenants, conditions, restrictions, and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the Town of Highland, Indiana, its successors and assigns.

The Town of Highland, Indiana, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors, and assigns, that (1) no person shall on the grounds of race, color, sex, age, disability, income status, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part, on, over, or under such lands hereby conveyed (1) and (2) that the Town of Highland, Indiana, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (1) and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this deed. *

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

APPENDIX C – PERMITS, LEASES, AND LICENSES

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Town of Highland, Indiana, pursuant to the provisions of Assurance 7(a).

The grantee, licensee, lessee, permittee, etc., (as appropriate) for himself, his heirs, personal representative, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases, add, "as a covenant running with the land") that in the event facilities be constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall remain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-assisted programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)¹

That in the event of breach of any of the above non-discrimination covenants, the Town of Highland, Indiana, shall have the right to terminate the license, lease, permit, etc., and to re-enter and repossess said land and the facilities thereon, and hold the same as if said license, lease, permit, etc., had never been made or issued.

(Include in deeds)²

That in the event of breach of any of the above non-discrimination covenants, the Town of Highland, Indiana, shall have the right to re-enter lands and facilities hereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Indiana Department of Transportation and its assigns.

¹Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of the Title VI of the Civil Rights Act of 1964 and the Civil Rights Act of 1987.

APPENDIX D – DETERMINE/DISTINGUISH SIGNIFICANT/NON-SIGNIFICANT EFFECTS

"Significant" requires considerations of both context and intensity:

- (a) **Context.** This means that the significance of an action must be analyzed in several contexts such as society as a whole (human, nation), the affected region, the affected interests, and the locality. Significance varies with the setting of the proposed action. For instance, in the case of a site-specific action, significance would usually depend upon the effects in the local area rather than in the world as a whole. Both short-and long-term effects are relevant.
- (b) **Intensity.** This refers to the severity of impact. Responsible officials must bear in mind that more than one agency may make decisions about partial aspects of a major action. The following should be considered in evaluating intensity:
 - (1) Impacts that may be both beneficial and adverse. A significant effect may exist even if, on balance, the effect would be beneficial.

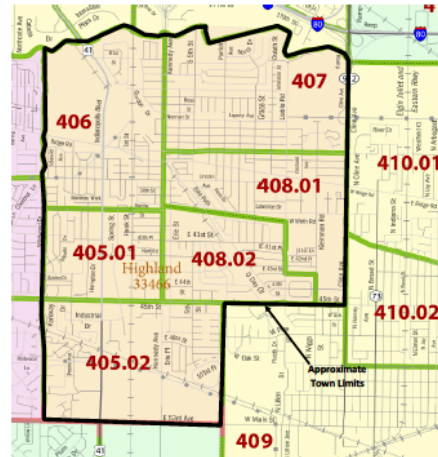
"Non-significant effect" means no substantial change to an environmental component and this no material bearing on the decision-making process.

Scientific, technical, institutional, the public's value, and the local economic conditions influence the meaning of significant effect.

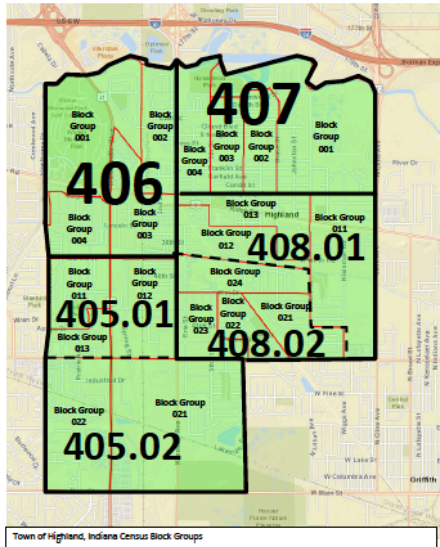
If an alternative would provide a beneficial effect, then the alternative would cause no significant adverse effect. If an alternative would provide an adverse effect, the effect might be significant or the effect might be non-significant.

Determinations of "significant" and "non-significant" effects will be made by Department Heads, in consultation with the Title VI Coordinator.

APPENDIX E – LEP AND ENVIRONMENTAL JUSTICE INFORMATION



2010 Census Tract Map with approximate corporation limits



Town of Highland, Indiana Census Block Groups

U.S. Census Bureau
FactFinder

DP03 | SELECTED ECONOMIC CHARACTERISTICS
2010-2014 American Community Survey 5-Year Estimates

| | 2010 - 2014 ACS Estimates | Percent | MOE (±) |
|--|------------------------------|---------|---------|
| Population 25+ by Educational Attainment | | | |
| Total | 18,619 | 100% | 279 |
| Less than 9th Grade | 532 | 3% | 96 |
| 9th - 12th Grade, No Diploma | 841 | 5% | 74 |
| High School Graduate | 5,983 | 34% | 105 |
| Some College, No Degree | 5,181 | 31% | 109 |
| Associate Degree | 1,288 | 8% | 90 |
| Bachelor's Degree or more | 4,488 | 27% | 174 |
| Population Age 5+ Years by Ability to Speak English | | | |
| Total | 22,317 | 100% | 390 |
| Speak only English | 19,794 | 90% | 306 |
| Non-English at Home ¹ | 2,463 | 11% | 170 |
| "Speak English" "very well" | 1,880 | 9% | 160 |
| "Speak English" "well" | 441 | 2% | 78 |
| "Speak English" "not well" | 185 | 1% | 49 |
| "Speak English" "not at all" | 87 | 0% | 113 |
| "Speak English" "less than well" | 262 | 1% | 113 |
| "Speak English" "less than very well" | 703 | 3% | 134 |
| Linguistically Isolated Households² | | | |
| Total | 168 | 100% | 84 |
| Speak Spanish | 36 | 21% | 31 |
| Speak Other Indo-European Languages | 124 | 73% | 65 |
| Speak Asian/Pacific Island Languages | 0 | 0% | 11 |
| Speak Other Languages | 10 | 6% | 17 |

Town of Highland, Table 1 Reference Information

Census 2010 CDBG Beneficiaries Data Extract

This special data extract was prepared by the Indiana Business Research Center at Indiana University's Kelley School of Business, April 2014.
www.inbizcenter.org/cdbg-extract.html

Highland town

Total Population

| | Plain Total | Tract 001 | Tract 002 | Tract 003 | Tract 004 | Tract 005 | Tract 006 | Tract 007 | Tract 008 |
|--|----------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Number of Persons | 13,671 | 3,852 | 3,897 | 4,799 | 4,811 | 4,878 | 4,880 | 4,897 | 4,900 |
| White | 11,027 | 3,061 | 3,097 | 3,779 | 3,811 | 3,878 | 3,880 | 3,897 | 3,900 |
| Black/African American | 197 | 48 | 53 | 64 | 63 | 64 | 64 | 64 | 64 |
| Single Race | 388 | 123 | 137 | 167 | 177 | 177 | 177 | 177 | 177 |
| Asian | 48 | 1 | 4 | 13 | 1 | 1 | 1 | 1 | 1 |
| American Indian/Alaska Native | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Native Hawaiian/Other Pacific Islander | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| American Indian/Alaska Native & White | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Asian & White | 48 | 1 | 4 | 13 | 1 | 1 | 1 | 1 | 1 |
| Multi Race | 52 | 33 | 21 | 7 | 16 | 9 | 9 | 9 | 9 |
| Black/African American & White | 18 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 |
| American Indian/Alaska Native & Black/African American | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Hispanic | 1,022 | 389 | 129 | 229 | 251 | 267 | 267 | 267 | 267 |
| Number of Non-Eligible (DEACD) | 1,050 | 361 | 161 | 324 | 364 | 364 | 364 | 364 | 364 |
| Number of Eligible Persons (Age 62 and over) | 1,398 | 689 | 361 | 688 | 689 | 689 | 689 | 689 | 689 |
| Number of People - Racially Homogeneous | 1,219 | 289 | 149 | 279 | 287 | 287 | 287 | 287 | 287 |

Source: 2010 Census Long-Form Data (2010 S8000). Number of people eligible for CDBG is 1,398.

Hispanic Population

| | Plain Total | Tract 001 | Tract 002 | Tract 003 | Tract 004 | Tract 005 | Tract 006 | Tract 007 | Tract 008 |
|--|----------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Number of Persons | 1,047 | 497 | 289 | 324 | 341 | 349 | 349 | 349 | 349 |
| White | 1,048 | 692 | 289 | 324 | 341 | 349 | 349 | 349 | 349 |
| Black/African American | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Single Race | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Asian | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| American Indian/Alaska Native | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Native Hawaiian/Other Pacific Islander | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| American Indian/Alaska Native & White | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Asian & White | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Multi Race | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Black/African American & White | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| American Indian/Alaska Native & Black/African American | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Hispanic | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Hispanic | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Town of Highland, Table 2 Reference Information

U.S. Census Bureau
FactFinder

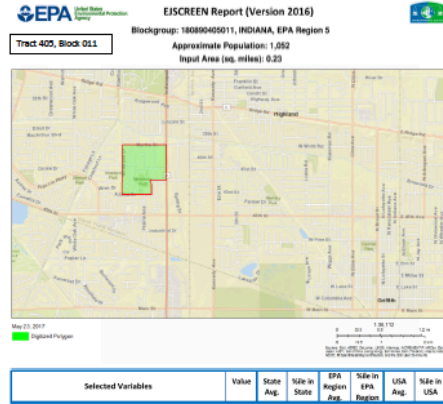
DP03 | SELECTED ECONOMIC CHARACTERISTICS
2010-2014 American Community Survey 5-Year Estimates

SELECTED ECONOMIC CHARACTERISTICS
2010-2014 American Community Survey 5-Year Estimates

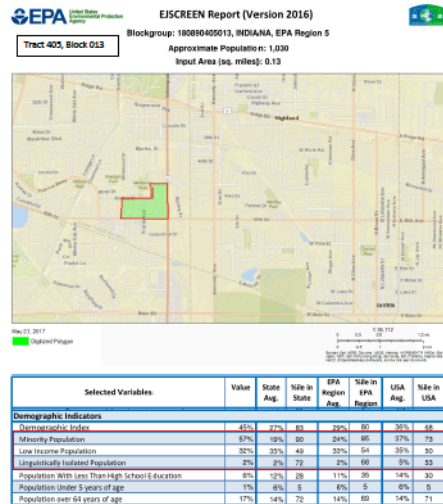
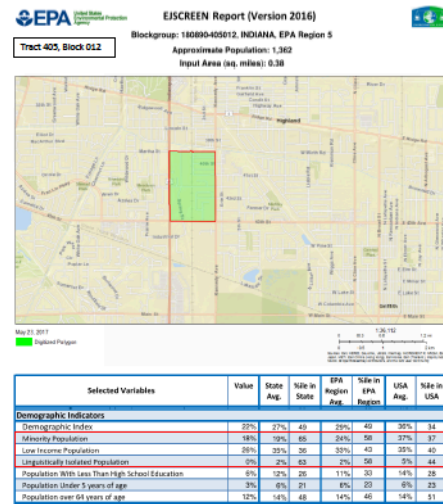
| | Subject | Highland town, Indiana Estimated Number of People Percent Percent Ratio of State | | |
|---|--------------------------------|---|------|------|
| INCOME AND WEALTH IN 2010 (PERSONS AGING 15 YEARS AND OVER) | Total population | 14,111 | 100% | 100% |
| | \$0-\$14,999 | 386 | 3% | 4% |
| | \$15,000 to \$24,999 | 289 | 2% | 3% |
| | \$25,000 to \$34,999 | 373 | 3% | 4% |
| | \$35,000 to \$44,999 | 507 | 4% | 5% |
| | \$45,000 to \$74,999 | 2,178 | 16% | 18% |
| | \$75,000 to \$99,999 | 1,693 | 12% | 14% |
| | \$100,000 to \$149,999 | 1,281 | 9% | 11% |
| | \$150,000 to \$249,999 | 595 | 4% | 7% |
| | \$250,000 or more | 672 | 5% | 8% |
| OWNERSHIP OF HOME | Total population | 14,111 | 100% | 100% |
| | Owned | 10,251 | 73% | 73% |
| | Rented | 3,860 | 27% | 27% |
| | Owned or rented under 15 years | 10,251 | 73% | 73% |
| | Owned or rented under 5 years | 10,251 | 73% | 73% |
| | Owned or rented under 15 years | 10,251 | 73% | 73% |
| | Owned or rented under 5 years | 10,251 | 73% | 73% |
| | Owned or rented under 15 years | 10,251 | 73% | 73% |
| | Owned or rented under 5 years | 10,251 | 73% | 73% |
| | Owned or rented under 15 years | 10,251 | 73% | 73% |

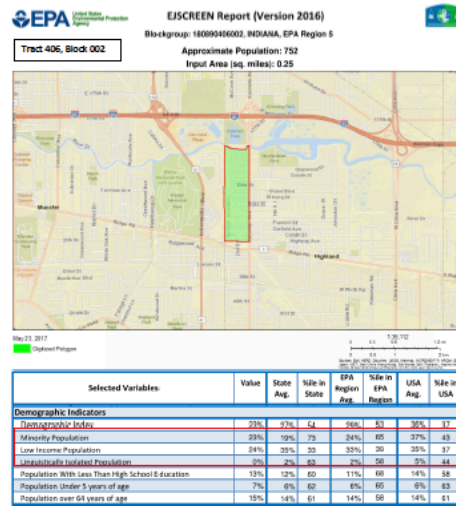
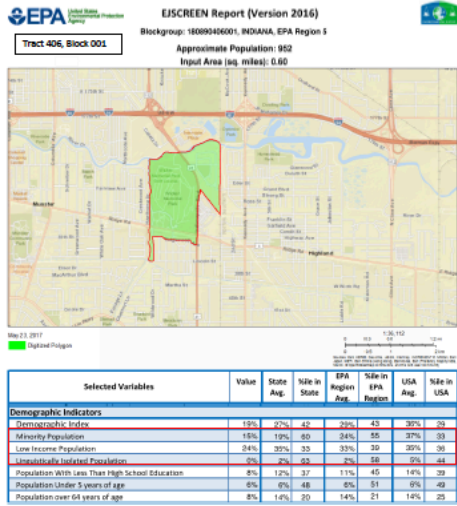
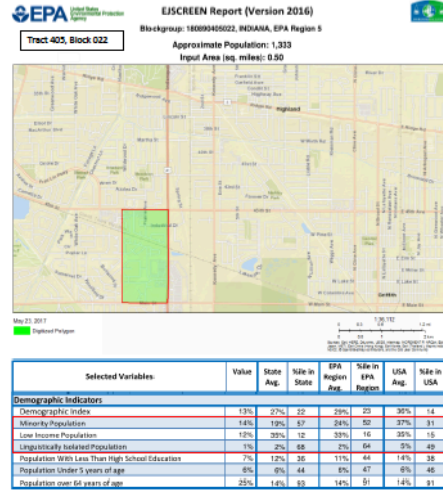
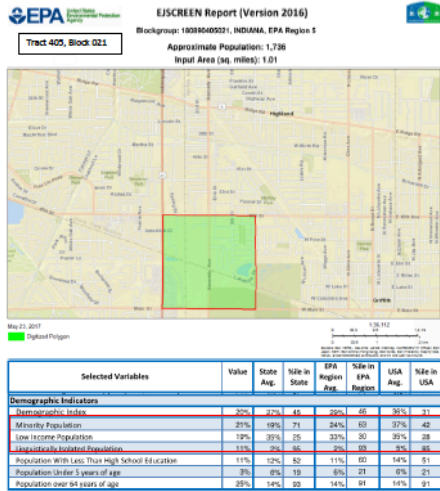
Town of Highland, Table 3 Reference Information

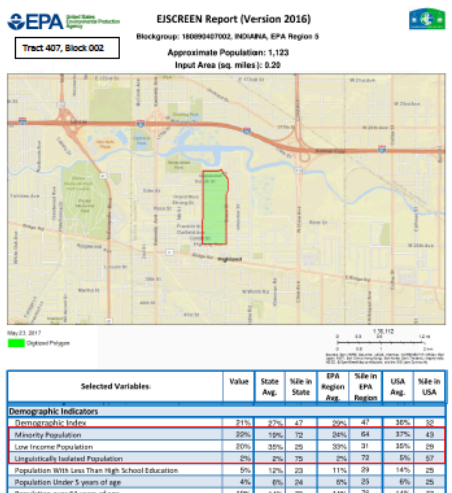
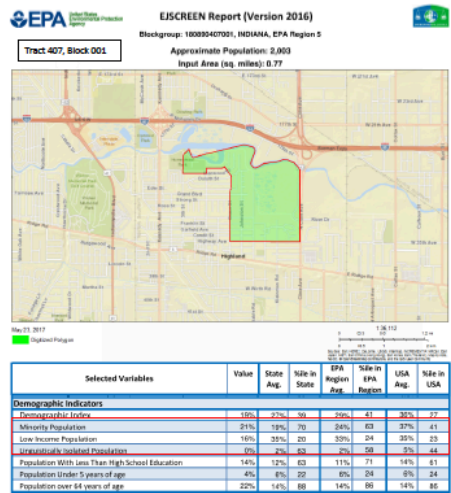
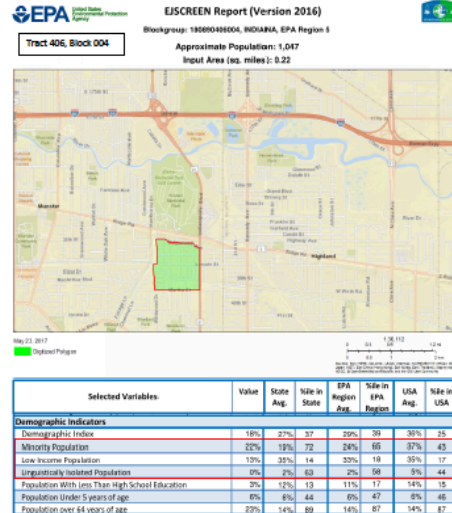
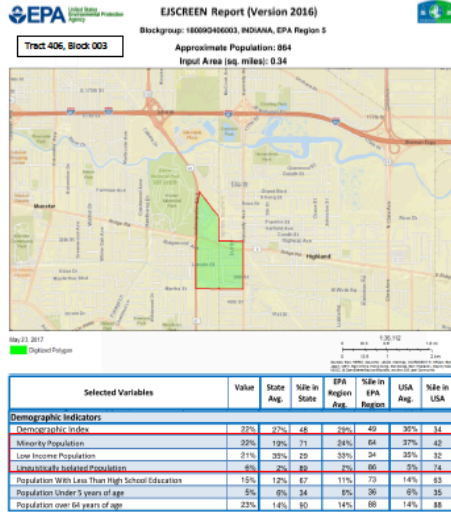
U.S. EPA EISCREEN Reports

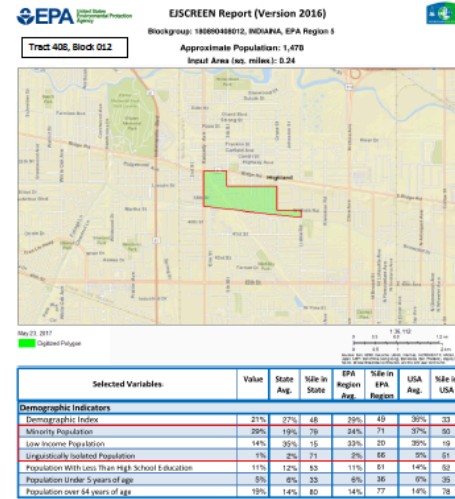
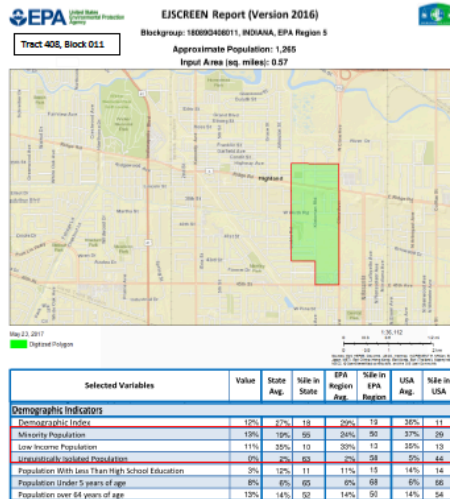
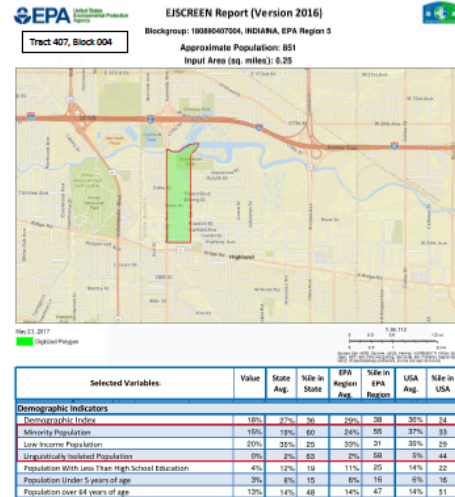
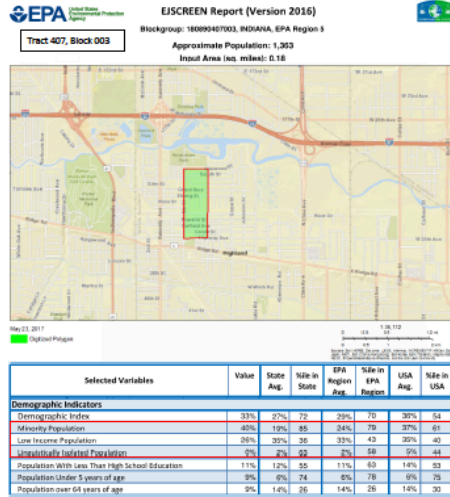


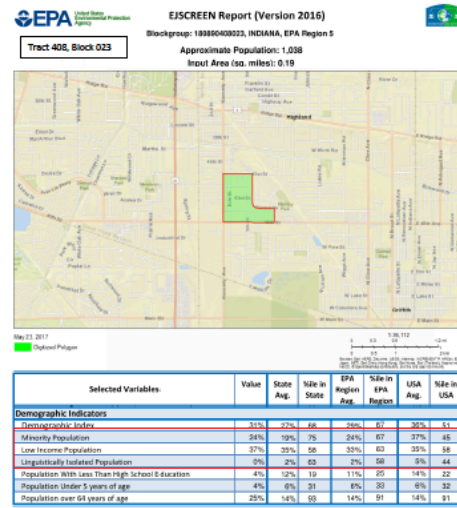
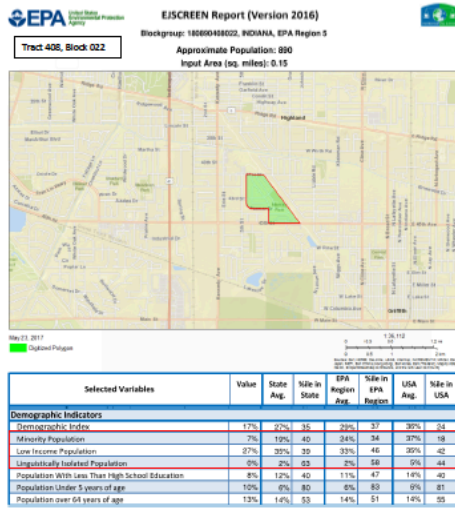
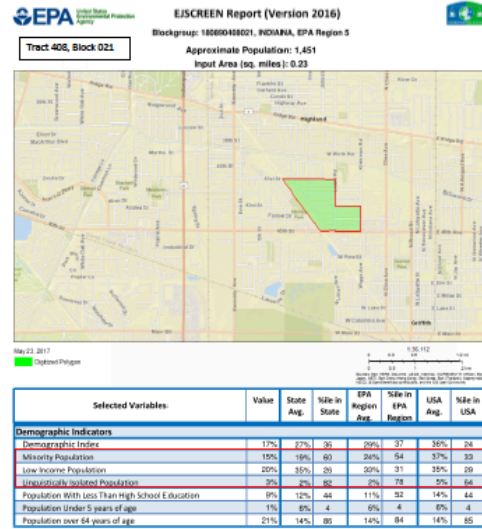
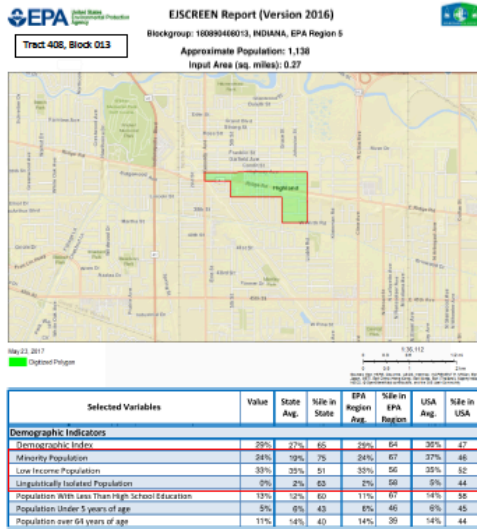
| Selected Variables | Value | State Avg. | Size in State | EPA Region Avg. | Size in EPA Region | USA Avg. | Size in USA |
|---|-------|------------|---------------|-----------------|--------------------|----------|-------------|
| Demographic Indicators | | | | | | | |
| Demographic Index | 10% | 27% | 30 | 26% | 34 | 35% | 32 |
| Minority Population | 19% | 19% | 68 | 24% | 61 | 27% | 39 |
| Low Income Population | 14% | 33% | 14 | 33% | 18 | 35% | 18 |
| Linguistically Isolated Population | 0% | 2% | 63 | 2% | 58 | 5% | 44 |
| Population With Less Than High School Education | 2% | 12% | 8 | 11% | 12 | 14% | 11 |
| Population Under 5 years of age | 2% | 6% | 8 | 6% | 9 | 6% | 9 |
| Population over 64 years of age | 22% | 14% | 65 | 14% | 62 | 14% | 63 |











APPENDIX F – FORMS

TOWN OF HIGHLAND NON-DISCRIMINATION POLICY STATEMENT

The Town of Highland reaffirms its policy to allow all individuals the opportunity to participate in federal financially assisted services and adopts the following provision:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." In applying this policy, the Town, and its sub-recipients of federal funds, shall not:

1. Deny any individual with any services, opportunity, or other benefit for which such individual is otherwise qualified;
2. Provide any individual with any service or other benefit which is inferior (in quantity or quality) to, or which is provided in a different manner from, that which is provided to others;
3. Subject any individual to segregated or disparate treatment in any manner related to such individual's receipt of services or benefits;
4. Restrict an individual in any way from the enjoyment of services, facilities, or any other advantage, privilege, or other benefit provided to others;
5. Adopt or use methods of administration which would limit participation by any group of recipients or subject any individual to discrimination;
6. Address any individual in a manner that denotes inferiority because of race, color, or national origin;
7. Permit discriminatory activity in a facility built in whole or in part with federal funds;
8. Deny any segment of the population the opportunity to participate in the operations of a planning or advisory body that is an integral part of a federally funded program;
9. Fail to provide information in a language other than English to potential or actual beneficiaries who are of limited English speaking ability, when requested and as appropriate;
10. Subject an individual to discriminatory employment practices under any federally funded program whose objective is to provide employment;
11. Locate a facility in any way which would limit or impede access to a federally funded service or benefit.

The Town of Highland will actively pursue the prevention of any Title VI deficiencies or violations and will take the necessary steps to ensure compliance. If irregularities occur in the administration of the program's operation, procedures will be promptly implemented to resolve Title VI issues within a period not to exceed 90 days.

The Town of Highland designates the Town of Highland Public Works Director, as the Town's Title VI Coordinator. The Title VI Coordinator will be responsible for initiating and monitoring Title VI activities and other required matters, ensuring that the Town of Highland complies with the Title VI regulations and pursues prevention of Title VI deficiencies or violations. Inquiries concerning the Town of Highland and Title VI may be directed to the Title VI Coordinator at:

Town of Highland Title VI Coordinator
8004 Kennedy Street
Highland, IL 62242
Phone: (219) 972-3069 Fax: (219) 972-9083
jboch@highland.il.gov

Town Council President

Town of Highland Title VI Coordinator

TOWN OF HIGHLAND TITLE VI ASSURANCE

The Town of Highland, Indiana (hereinafter referred to as the "Recipient"), by its Town Council, HEREBY AGREES that as a condition to receiving any federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d-4 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs for the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of gender, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received federal financial assistance from the Department of Transportation, including the Indiana Department of Transportation, and HEREBY GIVES ASSURANCES that it will promptly take any measures necessary to effectuate this assurance. This assurance is required by subsection 21.7 of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurance with respect to the Federal Aid Highway Program:

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federal Aid Highway Programs and, in adopted form in all proposals for negotiated agreements:

"The Town of Highland, Indiana, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future leases, licenses, permits, licenses, and similar agreements entered into by the Recipient with other parties:

- a. for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and
- b. for the construction or use of, or access to space on, over, or under, real property acquired or improved under the Federal Aid Highway Program.
8. That this assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property, or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom it delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

PASSED AND ADOPTED by the Town Council of the Town of Highland by a _____ vote of all members present and voting this _____ day of _____, 2019.

TOWN COUNCIL OF THE TOWN OF HIGHLAND

Bernie Zeman – 1st Ward

Mark Herak – 2nd Ward

Mark Schocke – 3rd Ward

Thomas Back – 4th Ward

Roger Sheerman – 5th Ward

ATTEST:

Michael W. Griffin, Clerk-Treasurer

Appendix A

The following language is to be inserted in all federal-aid contracts:

During the performance of this contract, the contractor, for itself, its assignees and successors, in interest (hereinafter referred to as the "contractor") agrees, as follows:

1. **Compliance with Regulations:** The contractor shall comply with Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Non-Discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-Compliance:** In the event the contractor's non-compliance with the non-discrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Appendix B

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States:

(GRANTING CLAUSE)

NOW THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the Town of Highland, Indiana, will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 20000 to 20000-4) does hereby remise, release, quitclaim and convey unto the Town of Highland, Indiana all the right, title, and interest of the Department of Transportation in and to said lands described Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the Town of Highland, Indiana, and its successors forever, subject, however, to the covenants, conditions, restrictions, and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the Town of Highland, Indiana, its successors and assigns.

The Town of Highland, Indiana, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors, and assigns, that (1) no person shall on the grounds of race, color, sex, age, disability, income status, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part, on, over, or under such lands hereby conveyed (1) [and] (2) that the Town of Highland, Indiana, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (1) and (2) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this deed.*

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

Appendix C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Town of Highland, Indiana, pursuant to the provisions of Assurance 7(s).

The grantee, licensee, lessee, permittee, etc., (as appropriate) for himself, his heirs, personal representative, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases, add, "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall remain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-assisted programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above non-discrimination covenants, the Town of Highland, Indiana shall have the right to re-enter lands and facilities hereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Indiana Department of Transportation and its assigns.

(Include in deeds)*

That in the event of breach of any of the above non-discrimination covenants, the Town of Highland, Indiana, shall have the right to re-enter lands and facilities hereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Indiana Department of Transportation and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of the Title VI of the Civil Rights Act of 1964 and the Civil Rights Act of 1967.

TOWN OF HIGHLAND TITLE VI COMPLAINT FORM

Title VI of the Civil Rights Act of 1964 states that "No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or otherwise be subjected to discrimination in any program, service, or activity receiving federal assistance."

This form may be used to file a complaint with the Town of Highland based on violations of Title VI of the Civil Rights Act of 1964. You are not required to use this form; a letter that provides the same information may be submitted to file your complaint. Complaints should be filed within 180 days of the alleged discrimination. If you could not reasonably be expected to know the act was discriminatory within 180 day period, you have 60 days after you became aware to file your complaint.

If you need assistance completing this form, please contact Town of Highland Title VI Coordinator by phone at (219) 972-5069 or via e-mail at _____@highland.in.gov.

Name: _____ Date: _____

Street Address: _____

Town: _____ State: _____ Zip Code: _____

Telephone: _____ (home) _____ (work) _____ (other)

Individual(s) discriminated against, if different than above (Use additional pages, if needed).

Name: _____ Date: _____

Street Address: _____

Town: _____ State: _____ Zip Code: _____

Telephone: _____ (home) _____ (work) _____ (other)

Please explain your relationship with the individual(s) indicated above:

Name of agency and department or program that discriminated:

Agency or department name: _____

Name of individual (if known): _____

TOWN OF HIGHLAND TITLE VI COMPLAINT FORM (CONTINUED)

Date(s) of alleged discrimination:

Date discrimination began _____ Last or most recent date _____

ALLEGED DISCRIMINATION: If your complaint is in regard to discrimination in the delivery of services or discrimination that involved the treatment of you by others by the agency or department indicated above, please indicate below the basis on which you believe these discriminatory actions were taken.

Race Color Religion National Origin Age Sex

Disability Income Other (please specify) _____

Please explain as clearly as possible what happened. Provide the name(s) of witness(es) and others involved in the alleged discrimination (attach additional sheets, if necessary, and provide a copy of written material pertaining to your case).

Signature: _____

Please return completed form to:

Town of Highland Title VI Coordinator
8001 Kennedy Street
Highland, IN 46322
Phone: (219) 972-5069
Fax: (219) 972-5063
boach@highland.in.gov

Note: The Town of Highland prohibits retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by policies of the Town. Please inform the person listed above if you feel you were intimidated or experience retaliated relation in relation to filing this complaint.

COMPLAINANT CONSENT/RELEASE FORM

LANGUAGE IDENTIFICATION FLASHCARDS

2004 Census Test **LANGUAGE IDENTIFICATION FLASHCARD** **2010 Census**

ههه علامه نى هذا المربع إذا كنت تقرأ أو تتحدث العربية. 1. Arabic

Միայնակ կարգով հարցաթիղջ նյութ ցուցաբերում, կիսի կառույցի կամ կարգով կարգով հարցաթիղջ. 2. Armenian

এই অংশের বাংলা পড়ুন বা বাংলায় এই অংশে কথা বলুন। 3. Bengali

ឧបសគ្គសម្រាប់ប្រើប្រាស់: បំប្លែងជា ប្រែប្រួល/ប្រែប្រួល ផ្សេង ។ 4. Cambodian

Metka i kahlon ya yangis ñalingna' mecaita pat ñalingna' kancato Chamorro. 5. Chamorro

如果你继续中文或讲中文，请选择此框。 6. Simplified Chinese

如果你能讲中文或讲中文，请选择此框。 7. Traditional Chinese

Označite ovaj kvadratić ako čitate ili govorite hrvatski jezik. 8. Croatian

Začerněte tuto kolonku, pokud čtete a hovoříte česky. 9. Czech

Kies dit vakje aan als u Nederlands kunt lezen of spreken. 10. Dutch

Mark this box if you read or speak English. 11. English

اگر خواندن و نوشتن فارسی بلد هستید، این مربع را علامت بزنید. 12. Farsi

08-2000 U.S. DEPARTMENT OF COMMERCE
 Bureau of Economic Analysis
 U.S. CENSUS BUREAU

Cocher ici si vous lisez ou parlez le français. 13. French

Kreuzen Sie dieses Kästchen an, wenn Sie Deutsch lesen oder sprechen. 14. German

Επισημειώστε αυτό το τετράγωνο αν διαβάζετε ή μιλάτε Ελληνικά. 15. Greek

Make kazyé sa a si ou li oussu ou pale kretyòl ajisyen. 16. Haitian Creole

अगर आप हिन्दी पढ़ते या बोल सकते हैं तो इस बक्से पर चिह्न लगाएं। 17. Hindi

Kos lub voj no yug koj pouh twm thab hau hau Hmong. 18. Hmong

Jelölje meg ezt a kockát, ha megérti vagy beszéli a magyar nyelvet. 19. Hungarian

Markaan deytay nga kabon no makabasa wemmo makasuka ini Itocano. 20. Itocano

Marchi questa casella se legge o parla italiano. 21. Italian

日本語を読んだり、話せる場合はここに印を付けてください。 22. Japanese

한국어로 읽거나 말할 수 있으면 이 칸에 표시하십시오. 23. Korean

ຫຼີກເຂົ້າຮູ້ ຫຼື ນຳເອົາ ການ ກ່າວ. 24. Laotian

Powinno o zaznaczenie tego kwadratu, jeżeli posiadacie się Pol/Pani językiem polskim. 25. Polish

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Assinale este quadrado se você lê ou fala português. 26. Portuguese

Înseruați această casuță dacă citiți sau vorbiți românește. 27. Romanian

Показате этот квадратик, если вы читаете или говорите по-русски. 28. Russian

Označite ovaj kvadratić ukoliko čitate ili govorite srpski jezik. 29. Serbian

Označte tento štvorec, ak viete čítať alebo hovoriť po slovensky. 30. Slovak

Marque esta casilla si lee o habla español. 31. Spanish

Markahan itong kwadrado kung kayo ay nararating magbasa o magpakita ng Tagalog. 32. Tagalog

ระบุชื่อภาษาที่คุณอ่านหรือพูด. 33. Thai

Marka ʻi he paha ni kapua ʻoku ke ʻia pe les fakatonga. 34. Tongan

Висловіть цю клітинку, якщо ви читаете або говорите українською мовою. 35. Ukrainian

اگر آپ اردو پڑھتے ہیں یا بول سکتے ہیں تو اسے علامت لگائیں۔ 36. Urdu

Xin đánh dấu vào ô này nếu quý vị biết đọc và nói được Việt Ngữ. 37. Vietnamese

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 U.S. CENSUS BUREAU

2. **Proposed Ordinance No. 1718.1691-C:** An Ordinance To Amend Ordinance No. 1691 Fixing The Wage And Salary Rates Of The Elected Officers, The Non-Elected Officers, And The Employees Of The Town Of Highland, Indiana Particularly Amending Pay Associated With A New Position In The Public Works Department (Agency) And Making Related Amendments To The Compensation And Benefits Ordinance.

Councilor Black introduced and moved the consideration of Proposed Ordinance No. 1718.1691-C at the same meeting of its introduction. Councilor Sheeman seconded.

With leave from the Town Council, there was discussion prior to a vote on the pending motion, regarding the readiness of the Town Council to consider the ordinance, particularly the matter of the job description of an Administrative Assistant in the Public Works Department (Agency).

Upon a roll call vote, a unanimous vote being necessary, there were three affirmatives and two negatives. With Councilors Zemen, Sheeman and Schocke voting in the affirmative, and Councilors Herak and Black voting in the negative, the motion to consider at the first meeting of introduction did not pass. The proposed ordinance now an introduced ordinance could be considered at a future meeting.

Ordinance as introduced and filed, is available with the Office of the Clerk-Treasurer.

3. **Resolution No. 2020-34:** A Resolution Authorizing, Delegating and Instructing the Town Council President to Vote for A member of the Board of Directors of Trust between the Town of Highland and the Accelerating Indiana Municipalities (AIM) formerly the Indiana Association of Cities and Towns, Operating as a Cooperative Health Benefit Arrangement, pursuant to I.C. 5-10 et seq; and IC 36-1-3.

Councilor Zemen moved the passage and adoption of Resolution No. 2020-34. Councilor Black seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The resolution was adopted.

**Town of Highland
Resolution No. 2020-34**

A RESOLUTION AUTHORIZING, DELEGATING AND INSTRUCTING THE TOWN COUNCIL PRESIDENT TO VOTE FOR A MEMBER OF THE BOARD OF DIRECTORS OF TRUST BETWEEN THE TOWN OF HIGHLAND AND THE ACCELERATING INDIANA MUNICIPALITIES (AIM) FORMERLY THE INDIANA ASSOCIATION OF CITIES AND TOWNS, OPERATING AS A COOPERATIVE HEALTH BENEFIT ARRANGEMENT, PURSUANT TO I.C. 5-10 ET SEQ; AND IC 36-1-3.

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

WHEREAS, Title 5, Article 10, Chapters 2.2 and 2.6 enables a public employer to provide programs of group health insurance by purchasing policies of group insurance or establishing self-insurance programs;

WHEREAS, Title 5, Article 10, Chapter 8 further enables two or more public employer to establish a common and unified plan of group insurance for employees, including retired employees;

WHEREAS, The Town Council of the Town of Highland, previously approved the Town of Highland's participation and founding membership in a cooperative health benefit arrangement for the good of all qualified members of the Indiana Association of Cities and Towns, now known as the Accelerating Indiana Municipalities, authorizing entry into an Agreement and Declaration of Trust of the IACT Medical Trust, now known as the Aim Medical Trust;

WHEREAS, The cooperative health benefit arrangement for the good of all qualified members of Aim forming the Aim Medical Trust, is governed by a board of directors;

WHEREAS, All member cities and towns of the cooperative health benefit arrangement for the good of all qualified members of Aim, formerly the Indiana Association of Cities and Towns forming the Aim Medical Trust, is empowered to participate in the election of the board of directors; and

WHEREAS, The Town Council of the Town of Highland now desires to delegate, and confer authority upon the Town Council President to complete and submit the official ballot on behalf of the Town of Highland,

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

Section 1. That the Town of Highland is a founding member in the cooperative health benefit arrangement for the good of all qualified members of Aim, formerly the Indiana Association of Cities and Towns operated as the Aim Medical Trust;

Section 2. That the Town of Highland as a participating member in the cooperative health benefit arrangement for the good of all qualified members of the Indiana Association of Cities and Towns operated as the Aim Medical Trust, is entitled to submit a ballot in the election of the Board of Directors of the Trust;

Section 3. That the Town Council of the Town of Highland now authorizes, delegates and instructs the Town Council President to complete the authorized ballot for the forthcoming election of members to the **Board of Directors of the Aim Medical Trust**, voting for no more than one nominee for consideration to serve on the Board for a three-year term, which commences August 1, 2020;

Section 4. That the Town Council of the Town of Highland also takes legislative notice that there is one nominee, of which only one may be elected, that nominee being **(1) Joseph Thallemer, Warsaw City Mayor**, a current member;

Section 5. That the Town Council of the Town of Highland further instructs the Town Council President to select the nominee for a term on the Board of Directors, and submit the completed ballot on or before the deadline of Wednesday, July 15, 2020;

DULY RESOLVED AND ADOPTED this 13th Day of July 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/ACPFIM/CMO
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5)

- 4. Works Board Order No. 2020-34:** An Order of the Works Board Accepting the Bid of Walsh & Kelly, Incorporated for the 2020 Community Crossing Matching Grant Street Improvement Project Being the Lowest Responsive and Responsible Bid in the amount of One Million Five Hundred Ninety-two Thousand Six Hundred Fifty-four Dollars and Forty-eight Cents (\$1,592,654.48).

Councilor Zemen moved the passage and adoption of Works Board Order No. 2020-34. 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 No. 2020-34**

AN ORDER OF THE WORKS BOARD ACCEPTING THE BID OF WALSH & KELLY, INCORPORATED FOR THE 2020 COMMUNITY CROSSING MATCHING GRANT STREET IMPROVEMENT PROJECT BEING THE LOWEST RESPONSIVE AND RESPONSIBLE BID IN THE AMOUNT OF ONE MILLION FIVE HUNDRED NINETY-TWO THOUSAND SIX HUNDRED FIFTY-FOUR DOLLARS AND FORTY-EIGHT CENTS (\$1,592,654.48)

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 a need to improve the certain roadway sections, listed in Appendix A, attached hereto and made a part of this Order, compiled into one (1) project identified as the 2020 Community Crossings Match Grant Street Improvement Project (Project); and

Whereas, the Town had applied and were successfully awarded a Community Crossings Matching Grant for the Project from the State of Indiana in the amount of Seven Hundred Ninety-six Thousand Three Hundred Twenty-seven Dollars and 24/100 Cents (\$796,327.24), which represents fifty percent of the estimated construction cost; and

Whereas, NIES Engineering, Incorporated had prepared plans and specifications for the Project and the project was bid in accordance with I.C. 36-1-12 *et seq.* and notice was published in accordance with I.C. 5-3-1; and

Whereas, the following bids were received at 10:00 a.m. on June 30, 2020:

| | <u>Bidder</u> | <u>Base Bid</u> |
|----|------------------------------------|-----------------|
| 1. | Walsh & Kelly, Inc. | \$1,592,654.48 |
| 2. | Rieth-Riley Construction Co., Inc. | \$1,645,686.57 |
| 3. | Gallagher Asphalt Corporation | \$2,264,724.46 |
| | Engineer's Estimate | \$2,003,708.90 |

Whereas, NIES Engineering, Incorporated and the Director of Public Works have reviewed the bids and determined that the bid of Walsh & Kelly, Incorporated in the amount of One Million Five Hundred Ninety-two Thousand Six Hundred Fifty-four Dollars and 48/100 Cents (\$1,592,654.48) to be the lowest responsive and responsible bid.

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

Whereas, The Town of Highland, through its Town Council, now desires to accept the recommendation of the Public Works Director and award a construction contract to Walsh & Kelly, Incorporated for the 2020 Community Crossings Match Grant Street Improvement Project.

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

Section 1. That the bid of Walsh & Kelly, Incorporated for the 2020 Community Crossings Match Grant Street Improvement Project in the amount of One Million, Five Hundred Ninety-two Thousand, Six Hundred Fifty-four Dollars and forty-eight cents (\$1,592,654.48) is hereby accepted as the lowest responsive and responsible bid;

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

Be it So Ordered.

Duly Adopted, Resolved and Ordered by the Highland Town Council, Lake County, Indiana, acting as the Works Board this 13th day of July 2020. Having been passed by a vote of 5 in favor and 0 opposed.

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

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

Attest:

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

5. **Resolution No. 2020-35:** A Resolution Authorizing the Entry into an Interlocal Cooperation Agreement for the Purchase and Utilization of construction Services for Mutual Benefit Between the Town of Highland and the Town of Schererville Regarding the Community Crossings Grant Project Associated with the improvement of Main Street, 1,270' west Kennedy Avenue to 570' east of Kennedy Avenue (Main Street CCMG Paving Project).

Councilor Herak moved the passage and adoption of Resolution No. 2020-35. Councilor Black seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The resolution was adopted.

TOWN of HIGHLAND, LAKE COUNTY, INDIANA
TOWN COUNCIL
RESOLUTION NO. 2020-35

A RESOLUTION AUTHORIZING THE ENTRY INTO AN INTERLOCAL COOPERATION AGREEMENT FOR THE PURCHASE AND UTILIZATION OF CONSTRUCTION SERVICES FOR MUTUAL BENEFIT BETWEEN THE TOWN OF HIGHLAND AND THE TOWN OF SCHERERVILLE REGARDING THE COMMUNITY CROSSINGS GRANT PROJECT ASSOCIATED WITH THE IMPROVEMENT OF MAIN STREET, 1,270' WEST KENNEDY AVENUE TO 570' EAST OF KENNEDY AVENUE (MAIN STREET CCMG PAVING PROJECT)

Whereas, The Town Council of Highland, Lake County, Indiana, acting as the Works Board of the municipality has reviewed the needs and requirements regarding the providing of maintenance and improvement services to the public ways of the Town;

Whereas, The Town Council of Highland, Lake County, Indiana, acting as the legislative body of the municipality, has been advised that the provisions of Indiana 36-1-7-1 *et seq.*, as amended from time to time, permit political subdivisions and entities to make the most efficient use of their powers by enabling political subdivisions to mutually purchase and utilize equipment, supplies and services for the mutual benefit of the participating governmental entities;

Whereas, The Town of Highland, Lake County, Indiana, is a political subdivision empowered by the terms and provisions of Indiana Code 36-1-7-1, *et seq.*, as amended from time to time, to enter into agreements with participating governmental units for the purchase and utilization of equipment, supplies and services;

Whereas, The Town of Schererville, Lake County, Indiana is also a political subdivision or entity empowered by the aforesaid Interlocal Cooperation act, as amended with authority to contract on behalf of and with each other on a basis of mutual advantage so as to better provide public services and facilities at a lesser cost;

Whereas, Town of Highland, Lake County, Indiana, by and through its Town Council and Town of Schererville, Lake County, Indiana, by and through its Town Council, each seek to enter into an agreement constructed pursuant to IC. 36-1-7-1, *et seq.* with and among each other to provide for the ability and flexibility to purchase and utilize supplies, and re-construction and improvement services for the mutual benefit of the participating entities, at a shared cost particularly related to the **Community Crossings Grant Project involving the improvement of Main Street, 1,270' west Kennedy Avenue to 570' east of Kennedy Avenue (Main Street CCMG Paving Project)**, a public way contiguous to and shared by both jurisdictions and funded by resources associated with the Local Road and Bridge Grant Fund of the State of Indiana; and

Whereas, The Town of Highland, Lake County, Indiana, by and through its Town Council, has determined that entry into a joint agreement with Town of Schererville, Lake County, Indiana, by and through its Town Council for the purchase and utilization of supplies, equipment and professional engineering services for the participating governmental units is in the best interests of the residents of the Town of Highland, and therefore, has determined that it is advisable to enter into and become a participating unit under such an agreement pursuant to applicable provisions of State Law,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL of the TOWN of HIGHLAND, LAKE COUNTY, INDIANA:

Section 1. That the Town Council of the Town of Highland, Lake County, Indiana, shall take all appropriate and legal measures to enter into an Interlocal Cooperation Agreement with the Town of Schererville, by and through its Town Council in order to purchase and utilize supplies, equipment and to engage in construction, reconstruction and improvement activities on behalf of the participating entities for the mutual benefit of the participating entities at a substantial savings for the following services related to the Resurfacing Project involving **the improvement of Main Street, 1,270' west Kennedy Avenue to 570' east of Kennedy Avenue (Main Street CCMG Paving Project)**;

Section 2. That the President of the Town Council is hereby authorized and permitted to enter into an Interlocal Cooperation Agreement for the purchase and utilization of equipment, supplies and services for the mutual benefit of the political subdivisions herein named, at shared costs, pursuant to the applicable provisions of Indiana Code 36-1-7-1, *et seq.*, as amended from time to time; further, the Clerk-Treasurer is hereby authorized to attest the execution of said agreement by the President of the Town Council;

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

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

Duly Adopted by the Town Council of the Town of Highland, Lake County, Indiana, this 13th day July 2020. 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/ACPFIM/CMO
Clerk-Treasurer (IC 33-42-4-1;IC 36-5-6-5)

EXHIBIT: INTERLOCAL COOPERATION AGREEMENT

**INTERLOCAL COOPERATION AGREEMENT for the PURCHASE and UTILIZATION of
CONSTRUCTION, SERVICES for MUTUAL BENEFIT CONNECTED with a HIGHWAY IMPROVEMENT
PROJECT**

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

Whereas, The Town of Highland, through its Town Council organized pursuant to and the Town of Schererville through its Town Council organized under IC 36-5 et seq., Lake County, Indiana are political subdivisions empowered by the aforesaid Interlocal Cooperation Act, as amended, with authority to contract on behalf of each other on a basis of mutual advantage so as to better provide public services and facilities at a lesser cost; and

Whereas, The Town of Highland, through its Town Council and the Town of Schererville through its Town Council all as participating entities now desire to enter into an agreement constructed pursuant to IC. 36-1-7-1, et seq., with Highland's Town Council, to provide for the ability to provide construction services for the mutual benefit of the participating entities, and at a shared cost;

Now Therefore, In consideration of the mutual terms, covenants, and conditions set forth herein, the Town of Highland, by and through its Town Council and the Town of Schererville by and through its Town Council hereby agree as follows:

Section 1. DURATION. The duration of this agreement shall be from August 1, 2020 through July 31, 2021, provided said agreement is adopted by Resolution by each of the governing boards of the relevant two aforesaid political subdivisions as participating entities, prior to that date, or up to and including July 31, 2021, and may be renewable each calendar year thereafter by agreement of the parties, evidenced by passage of similar resolutions, should the purposes of this agreement or Section 7 herein require it.

Section 2. PURPOSE. The purpose of this agreement is to authorize and allow the Town of Highland through its Town Council to engage in construction, reconstruction and improvement activities on behalf of the two participating entities for the mutual benefit of the participating entities at a substantial savings for the following services related to the Community Crossings Grant Project involving the **improvement of Main Street, 1,270' west Kennedy Avenue to 570' east of Kennedy Avenue (Main Street CCMG Paving Project)**.

Section 3. ADMINISTRATION and AUTHORITY DELEGATION. This agreement shall be administered through an *enhanced* entity comprised of the Town of Highland's Works Board, as defined by IC 36-1-2-24 (4). The powers of the enhanced entity shall be as follows:

(a) The powers of the enhanced entity shall be exercised by the Highland Works Board, as defined by IC 36-1-2-24 (4), and shall be construed to include all powers directly granted it under IC 36-5 et seq., those powers permitted under IC. 36-1-7-2 and only those powers exercisable by the participating entities individually and deemed necessary to carry-out the Improvement Project described in section 2 of this agreement.

(b) Change orders will be provided for review and concurrence by all participating entities. By adoption and approval of this agreement, the Town of Schererville has consented to make review and concurrence a ministerial task to be undertaken by a person or officer each will respectively authorize and, once chosen, will be empowered to evidence review and concurrence on behalf of the respective participating entity by letter transmitted to the Schererville Works Board acting as an enhanced entity. The Town of Highland by and through its Works Board, as defined by IC 36-1-2-24 (4), will finally approve all change orders and its proper officers will evidence approval by their signatures.

Section 4. ACCOUNTS and FINANCE. This agreement hereby delegates to the duly elected Clerk-Treasurer of the Town of Highland, the duty to receive, disburse, and account for all moneys of this undertaking pursuant to the terms of this agreement. The Clerk-Treasurer shall perform all usual duties associated with the office and as required by law.

Section 5. TERMS. In consideration of the mutual promises contained herein, it is further agreed as follows:

(a) The Town of Schererville by and through its Town Council agrees that the Highland Town Council, which is the municipal works under IC 36-1-2-24, shall serve as an enhanced entity behalf of the two participating entities. The enhanced entity shall provide administration and supervision over general construction services related to the improvement project described herein. As for those portions of the project related to public way resurfacing, and all other improvement installation, the enhanced entity will carry-out administration and supervision over general construction services on behalf of the participating entities, according to specifications outlined in the project specifications as drafted and duly approved for the improvement project described herein;

(b) The Town of Schererville through its Town Council agrees and shall contribute the amount of *Thirty-one Thousand fourteen Dollars and 04/100 Cents (\$31,014.04)* to the Highland Works Board acting as an enhanced entity, payable from its Community Crossings Matching Grant Fund to be payable upon terms as the enhanced entity may direct, not later than September 1, 2020;

(c) The Town of Highland through its Town Council agrees and shall contribute the amount of *Thirty-one Thousand fourteen Dollars and 04/100 Cents (\$31,014.04)* to the Highland Works Board acting as an enhanced entity, payable from proper Fund or Funds of the Town as it may identify, to be deposited in an appropriate fund, to be payable over the course of the project not later than September 1, 2020;

(d) Further, that the participating entities described in subdivision (c) of Section 5 of this agreement consent to pay the amount herein identified and any that may lawfully be incurred in consequence of this project as a *pro-rata* share of the net amounts due, allowing for that portion of the contribution that under the terms of the community crossings grant or otherwise, would be otherwise reimbursable to each participating entity individually but will be instead reimbursable to the enhanced entity;

(e) Still further, following the conclusion of construction herein, in the event that costs are below the initial estimates used to determine the initial contributions of the participating entities producing refunded savings, the enhanced entity will make a "good faith settlement" with the participating entities as an estimated *pro-rata* share of the net amounts due of the refunded savings, after allowances;

(f) Still further, following the conclusion of construction herein described, in the event that costs are above the initial estimates used to determine the initial contributions of the participating entities producing additional costs, the participating entities will contribute to the enhanced entity as a *pro-rata* share of the net amounts due of the additional costs, as identified;

Section 7. MEETINGS and GOVERNING LAW. In acting as an enhanced entity, the Schererville Works Board, as defined by IC 36-1-2-24 (4) shall adhere to and comply with all applicable laws governing its action when acting as a Town Council;

Section 8. TITLE. Upon satisfactory completion and acceptance of the project, the enhanced entity is dissolved, and those improvements of public way and other infrastructure improved or installed in consequence of the **Main Street CCMG Paving Project** described herein, become property of the respective individual political subdivisions, to the extent those improvements lie within the particular lawful boundaries of the particular political subdivisions, all according to governing law.

Section 9. COUNTERPARTS. This Interlocal Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

Section 10. RECORDING. Before this agreement takes effect, it must be recorded with the Office of the Lake County Recorder. No later than sixty (60) days after it takes effect and is recorded, the agreement must be filed with the Office of the State Board of Accounts for audit purposes, all pursuant to I.C. 36-1-7-6.

Participant Counterpart

EFFECTIVE DATE. This agreement shall be effective under Paragraph 1 of this agreement after the same has been ratified by each of the participating entities by Ordinance or Resolution all pursuant to I.C. 36-1-7-2.

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

TOWN of HIGHLAND, INDIANA
3333 Ridge Road, Highland, Indiana 46322-2089

By and Through its Town Council

By: _____
Mark Schocke, President

Attest:

Michael W. Griffin, IAMC/ MMC/CPFA/ ACPFIM/CMO,
Clerk-Treasurer
Town of Highland, Indiana

Participant Execution Date: _____

Participant Counterpart

EFFECTIVE DATE. This agreement shall be effective under Paragraph 1 of this agreement after the same has been ratified by each of the participating entities by Ordinance or Resolution all pursuant to I.C. 36-1-7-2.

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

TOWN of SCHERERVILLE, INDIANA
10 East Joliet Street, Schererville, Indiana 46375

By and Through its Town Council

By: _____
Tom Schmitt, President

Attest:

Mike Troxel, Clerk-Treasurer
Town of Schererville, Indiana

Participant Execution Date: _____

- 6. Works Board Order No. 2020-35:** An Order Approving and Authorizing An agreement between NIES Engineering, Incorporated and the Town of Highland to perform Professional Engineering Services during Construction for the 2020 Community Crossings Matching Grant (CCMG) Street Improvement Project in the amount not-to-exceed \$66,500.

Councilor Herak moved the passage and adoption of Works Board Order No. 2020-35. Councilor Black 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 NO. 2020-35**

AN ORDER APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN NIES ENGINEERING, INCORPORATED AND THE TOWN OF HIGHLAND TO PERFORM PROFESSIONAL ENGINEERING SERVICES DURING CONSTRUCTION FOR THE 2020 COMMUNITY CROSSINGS MATCHING GRANT (CCMG) STREET IMPROVEMENT PROJECT IN THE AMOUNT NOT-TO-EXCEED \$66,500

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 a need to improve the certain roadway sections, listed in Appendix A, attached hereto and made a part of this Order, compiled into one (1) project identified as the 2020 Community Crossings Match Grant Street Improvement Project (Project);

Whereas, The Town had applied and were successfully awarded a Community Crossings Matching Grant for the Project from the State of Indiana in the amount of Seven Hundred Ninety-six Thousand Three Hundred Twenty-seven Dollars and twenty-four Cents (\$796,327.24), which represents fifty percent of the estimated construction cost;

Whereas, NIES Engineering, Incorporated had prepared plans and specifications for the Project and the project was bid in accordance with I.C. 36-1-12 *et seq.* and notice was published in accordance with I.C. 5-3-1;

Whereas, The Town has heretofore awarded a construction contract to Walsh & Kelly, Inc., in the amount of One Million Five Hundred Ninety-two Thousand Six Hundred Fifty-four Dollars and forty-eight Cents (\$1,592,654.48) to be the lowest responsive and responsible bid and has further determined a need to engage professional engineering services during construction to supervise, inspect, and manage the construction activities on the Project on behalf of the Town;

Whereas, NIES Engineering, Incorporated (Consultant) has offered and presented an agreement to provide and furnish professional engineering services during construction for the Project in consideration for fees to be charged and billed monthly based upon a lump sum of the value of the services in the amount of Sixty-six Thousand Five Hundred Dollars and no Cents (\$66,500.00);

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 now desires to approve the project and to accept and approve the agreement for services as herein described,

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

Section 1. That the Professional Engineering Services during Construction Agreement, (incorporated by reference and made a part of this Order) between NIES Engineering, Incorporated and the Town of Highland for the 2020 Community Crossings Match Grant Street Improvement 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 Sixty-six Thousand Five Hundred Dollars and no Cents (\$66,500.00) is found to be reasonable and fair;

Section 3. That the Town of Highland, through its Town Council, believes that NIES 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 President of the Town Council be authorized to execute the Agreement with his signature as attested thereto by the Clerk-Treasurer.

Be it So Ordered.

Duly Adopted, Resolved and Ordered by the Highland Town Council, Lake County, Indiana, acting as the Works Board this 13th day of July 2020. Having been passed by a vote of 5 in favor and 0 opposed.

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

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

Attest:

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



June 22, 2020

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

RE: Proposal for Professional Engineering Services During Construction
2020 Community Crossings Matching Grant (CCMG) Street Improvement Project

Dear Mr. Bach:

Thank you for the opportunity to present this proposal for professional engineering services during construction for Highland's 2020 CCMG Street Improvement Project. This project includes asphalt milling, reflective crack treatment, HMA overlay, sidewalk repairs, curb ramp replacements for ADA compliance, manhole casting adjustments, traffic loop repairs, signage and pavement markings along the 31 road segments listed in Highland's Community Crossings Matching Grant Agreement with INDOT.

Our proposal is based on providing engineering services during construction, including preparation and review of legal documentation, shop drawing review, periodic field inspection, pay request review, change order preparation, punch list follow-up and coordination of Contractor's record drawings. We propose to provide engineering services during construction for a not-to-exceed fee of \$66,500.00. Billings will not exceed the budget without your prior authorization. We propose to provide engineering services based on labor billing at 2.90 times the actual salary of staff assigned to your project. Hourly billing ranges by staff category are presented in Table 1. 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 Snyder
Derek R. Snyder, P.E.
Principal

TOWN OF HIGHLAND, INDIANA

Accepted By: _____

Date: _____

cc: Highland Town Council
Mr. Mark Knesek

mail@niesengineering.com
www.niesengineering.com

Table 1

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 of 2421 173rd Street, Hammond, Indiana 46323; its officers, partners, employees, sub-consultants and sub-contractors.

1. REIMBURSABLE EXPENSES:

1.1. Reimbursable expenses are defined as follows and shall be invoiced 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 if 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, that 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 proposals, 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 subconsultants 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 or portions thereof shall nevertheless be and remain in full force and effect.

ATTACHMENT A

PROJECT DESCRIPTION

Des No: 2001326
 Program: Local Roads and Bridges Matching Grants
 Type of Project: HMA Overlay Minor Structural
 Location:

| Route Name | From | To | |
|---------------|----------------------------|---------------------------|--|
| MAIN ST | 1270 FT WEST OF KENNEDY AV | 570 FT EAST OF KENNEDY AV | |
| PRAIRIE AV | MAIN ST | RAMBLEWOOD DR | |
| SOUTHMOOR AV | AZALEA DR | HART RD | |
| BLUEBIRD LN | TOWN BOUNDARY | WOODWARD AV | |
| MARTHA ST | TOWN BOUNDARY | IDLEWILD DR | |
| PRAIRIE AV | KENILWORTH AV | RIDGE RD | |
| 5TH ST | RIDGE RD | DULUTH AV | |
| DULUTH AV | 5TH ST | PARRISH AV | |
| DULUTH CT | DULUTH AV | DEAD END | |
| PARRISH AV | LAPORTE ST | STRONG ST | |
| PARRISH CT | DEAD END | PARRISH AV | |
| GRAND BLVD | SYCAMORE AV | GORDON DR | |
| EDER AV | GORDON DR | KENNEDY AV | |
| STRONG ST | GORDON DR | KENNEDY AV | |
| ROSS ST | GORDON DR | KENNEDY AV | |
| 5TH ST | 100TH ST | 45TH ST | |
| DELAWARE PKWY | 97TH PL | 45TH ST | |
| 97TH PL | 5TH ST | DELAWARE PL | |
| 98TH ST | 5TH ST | DEAD END | |
| 98TH PL | 5TH ST | DEAD END | |
| 99TH ST | 5TH ST | DEAD END | |
| 99TH PL | 5TH ST | DEAD END | |
| LAKESIDE DR | 5TH ST | DELAWARE PL | |
| LAKESIDE DR | DELAWARE PL | 5TH ST | |
| ERIE ST | 45TH ST | 41ST ST | |
| 43RD ST | KENNEDY AV | 5TH ST | |
| WIRTH RD | GRACE ST | LIABLE RD | |

| | | | |
|------------|-------------|-------------|--|
| LINCOLN AV | 5TH ST | CAROLINA AV | |
| CLOUGH ST | KLEINMAN RD | CLINE AV | |
| O'DAY DR | 41ST ST | 41ST PL | |
| 42ND ST | O'DAY DR | GRACE ST | |

Application ID: 8680

A general scope/description of the Project is as follows:

Location of projects, by priority, is as follows:01: Main St, from 1270' west of Kennedy Av to 570' east of Kennedy Av.02: Prairie Av, from Main St to Ramblewood Dr.03: Southmoor Av, from Azalea Dr to Hart Rd.04: Bluebird Ln, from Town Boundary to Woodward Av.05: Martha St, from Town Boundary to Idlewild Dr.06: Prairie Av, from Kenilworth Av to Ridge Rd.07: 5th St, from

The maximum amount of state funds allocated to the Project is \$1,000,000.00

7. Action to approve appointment or employment of full-time employee, pursuant to Section §3.03 of the Compensation and Benefits Ordinance. Appointment of Fourth Public Works Director. On June 30, 2020 John M. Bach retired as the Third Public Works

Director of the Town of Highland. The Town Council as the appointing authority for this position, created first in January 1968 must act to appoint a successor:

(A) The hiring of Mark Knesek, to the full-time position of Director of Public Works, associated with the Public Works Department (Agency) at a rate of pay fixed in the most recently adopted Wage and Salary Ordinance as amended. This will not increase the full-time workforce greater than the authorized work force strength.

Councilor Zemen moved to approve the appointment had employment of Mark Knesek as Public Works Director. Councilor Sheeman seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. **Mark Knesek** was appointed as the fourth Public Works Director of Highland.

8. **Commendation Letter for Day Off and Signature Authorization.** Action to approve Letters of Commendation for **Exemplary Public service** leading to the award of a single paid day off for several workers in the Metropolitan Police Department. Pursuant to Section 4.13 of the Compensation and Benefits Ordinance, for the day off to be effective requires the approval of the board of jurisdiction and the Town Council. The Town Board of Metropolitan Police Commissioners has granted preliminary approval to several letters of commendation regarding several employees *who have worked six months without calling off sick and without experiencing an "at fault accident"*.
- **Action should include approval for the members of the Town Council to sign the letters of commendation individually.**

The Police Chief and the Town Board of Metropolitan Police Commissioners are asking for approval of a letter of commendation for six months of work without calling off and not having an at-fault accident for the following:

| | |
|---|-----------------------------------|
| <i>Assistant Chief Pat Vassar</i> | <i>Officer Brian Orth</i> |
| <i>Commander Ralph Potesta</i> | <i>Officer Michael Grasch</i> |
| <i>Commander John Banasiak</i> | <i>Officer Richard Hoffman</i> |
| <i>Sergeant Glenn Cox</i> | <i>Officer Daniel Matusik</i> |
| <i>Corporal Randall Stewart</i> | <i>Officer Nicholas Vanni</i> |
| <i>Sergeant Shawn Anderson</i> | <i>Officer Gerardo Garza, Jr.</i> |
| <i>Detective Sergeant L John Siple</i> | <i>Officer Luke Paprocki</i> |
| <i>Detective Corporal Jason Hildenbrand</i> | <i>Officer Joel Sullivan</i> |
| <i>Detective Corporal Brian Stanley</i> | <i>Officer Tiffany Perez</i> |
| <i>Corporal Erich Swisher</i> | <i>Officer Tyler Dills</i> |
| <i>Lance Corporal Greg Palmer</i> | <i>Officer James Mullins</i> |
| <i>Lance Corporal John Hinkel</i> | <i>Detective Darren Conley</i> |
| | <i>Detective Lee Natelborg</i> |

Police Chief Peter Hojnicky (added by the motion below)

Councilor Herak moved to approve the several names adding Police Chief Peter T. Hojnicky, for letters of commendation and that the Town Council members be authorized to sign individually the letter. Councilor Black seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The several names and the police chief letters of commendation were approved, with signatures by the individual councilors authorized.

NEW BUSINESS:

Councilor Herak moved to amend the agenda to consider a Resolution that Abrogates the recent Actions of the Municipal Executive. Councilor Zemen seconded.

There was an extended colloquy between and among the Town Councilors regarding the proposed resolution that would be considered at the current meeting if the agenda amendment would pass. The Town Council President offered his rationale for the issuance of his executive order imposing a required immediate review of contracts in excess of \$100,000 for the next three years and actions related to it. The Town Council attorney also discussed the draft resolution of abrogation.

Upon a roll call vote, a two-thirds vote being necessary, there were three affirmatives and two negatives. With Councilors Zemen, Herak and Sheeman voting in the affirmative and Councilors Black and Schocke voting in the negative, the motion did not pass. The agenda was not amended.

Councilor Herak then announced his intention to file the Resolution for consideration at the next plenary meeting of the Town Council. There was no objection raised.

Remarks from the Town Council:
(For the Good of the Order)

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

Councilor Zemen acknowledged the Highland Fire Chief who discussed his actions related to developing a PPE supply stockpile for the future.

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

Councilor Herak acknowledged the Building Commissioner, who reported on matters pending before the Advisory Board of Zoning Appeals and the Plan Commission.

Councilor Herak acknowledged the Police Chief who offered a survey of police department matters.

Councilor Herak congratulated Mark Knesek on his promotion to Public Works Director. He acknowledged the Public Works Director to offer a survey of matters of the agency.

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

Councilor Black congratulated the Public Works Director on his promotion.

Councilor Black commended the workforce for its safety record for June.

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

Councilor Sheeman reported in the community support for the Police Department evidenced by many recent visits to bring food or lunch or treats to the police department for its sworn and non-sworn workforce.

Councilor Sheeman acknowledged the Redevelopment Director who offered a survey of matters being done by the Redevelopment Department.

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

The Town Council President acknowledged the Parks and Recreation Superintendent who reported on parks and recreation programming and events.

Council President Schocke congratulated the newly appointed Public Works Director.

Council President Schocke announced the public hearing of the plan commission for Wednesday, June 15, 2020 at 7:00 p.m., regarding the petition for rezoning from the Russell Group for its senior housing development on a site north of Strack and Van Til, between Kleinman Road and Cline Avenue. The Town Council President noted that the meeting would be a hybrid, allowing for public comment in person and on line, owing to the COVID 19 Pandemic.

Comments from Visitors or Residents:

1. Larry Kondrat, Highland, commented on the Tax Increment collection in the Commercial Corridor Redevelopment District, and opined on its production. He expressed opposition to the proposed rezoning and the proposed redevelopment of senior housing.
2. Jeanine Harrison, Highland, noted her association with an informal group calling itself "Highland Neighbors for Sustainability," and expressed her concerns regarding climate change and its impacts.
3. Terry Steagall, Highland, expressed concerns regarding the absence of ease for residents using the website to link up with the virtual or electronic meetings by clicking on a link. He encouraged the Town Council to make the access to electronic meetings of the Town Council and other governing bodies, more transparent and easier for residents.

Further, Mr. Steagall urged the Town Council to require face masks at all retail businesses in Highland during the COVID pandemic.

Mr. Steagall also urged the Town Council to pass a resolution regarding its support for DACA residents and to review the policies of use of excessive force in the police department.

Councilor Herak indicated that the policies regarding use of force are consistent with contemporary standards.

Payment of Accounts Payable Vouchers. There being no further comments from the public, Councilor Black moved to allow the vendors accounts payable vouchers as filed on the pending accounts payable docket, covering the period June 23, 2020 through July 13, 2020 as well as to ratify the payroll dockets for the paydays June 19, 2020 and July 03, 2020. Councilor Zemen 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, payroll dockets and other payments allowed in advance were ratified, and for all remaining invoices, the Clerk-Treasurer was authorized to make payment.

Vendors Accounts Payable Docket:

General Fund, \$223,310.27; Motor Vehicle Highway and Street (MVH) Fund, \$29,137.23; Local Road and Streets Fund, \$8,782.32; Law Enforcement Continuing Education and Training and Supply Fund, \$2,081.71; Innkeeper Tax Fund, \$795.00; Flexible Spending Accounts Agency Fund, \$619.20; Insurance Premium Agency Fund, \$199,983.01; Information Communications Technology Fund, \$8,836.16; Solid Waste District Grant Fund, \$600.00; Municipal Cumulative Capital Development Fund, \$2,992.74; Traffic Violations and Law Enforcement Agency Fund, \$11,750.00; Special

Community Crossings Grant Fund, \$13,912.75; Public Safety Local Income Tax Fund, \$9,472.93; Total: \$512,273.32.

Payroll Docket for payday of June 19, 2020:

Council, Boards and Commissions, \$10,640.06; Office of Clerk-Treasurer, \$16,966.26; Building and Inspection Department, \$8,855.41; Metropolitan Police Department, \$125,625.00; Fire Department, \$4,066.54; Public Works Department (Agency), \$71,096.82 and 1925 Police Pension Plan Pension Fund, \$69,061.65; Total Payroll: \$306,311.74.

Payroll Docket for payday of July 03, 2020:

Council, Boards and Commissions, \$0.00; Office of Clerk-Treasurer, \$17,302.37; Building and Inspection Department, \$9,175.36; Metropolitan Police Department, \$115,887.18; Fire Department, \$3,415.84; Public Works Department (Agency), \$73,997.60 and 1925 Police Pension Plan Pension Fund, \$0.00; Total Payroll: \$219,778.35.

Adjournment of Plenary Meeting. Councilor Zemen moved that the plenary meeting electronically convened be adjourned. Councilor Black seconded. Upon a roll call vote, there were five affirmatives, and no negatives. The regular plenary meeting, convened electronically, of the Town Council for Monday, July 13, 2020 was adjourned at 8:46 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