

Agenda

Twenty-sixth Regular or Special Meeting of the Twenty-Ninth Town Council of Highland

Regular Meeting of Monday, December 28, 2020 at 6:30 p.m.

Agenda organized pursuant to Section 2.05.090 of the Highland Municipal Code

This meeting will be convened as an electronic meeting, pursuant to Governor

Holcomb's Executive Orders, 20-04, 20-09, 20-25 and extended by Executive

Order 20-49, allowing such meetings, pursuant to IC 5-14-1.5-3.6 for the

duration of the emergency, through to December 31.

People may observe and record the meeting for live streaming by joining the meeting on the Zoom platform <https://zoom.us/j/96969260958?pwd=SUV6bnpORVpWRExnSElONVluOGRqQT09>

Further, persons wishing to offer comment in the meeting may access the electronic meeting by using the preceding and adding the password for Meeting ID 969 6926 0958, password (code): 420746.

Prayer: Mark A. Herak

Pledge of Allegiance: Mark A. Herak

Roll Call:

Bernie Zemen



Mark A. Herak

Mark J. Schocke

**A GREAT PLACE
TO CALL HOME**

Thomas (Tom) Black

Roger Sheeman

Minutes of Previous Session: Minutes of the Regular Meeting of 14 December 2020.

Special Orders: 1. **Administration of Oath of Office for Police Officer Candidate Kenneth D. Norsweather.** Police Officer Candidate Norsweather was appointed by the Town Board of Metropolitan Police Commissioners at its meeting of 10 December, 2020, with the appointment to be effective 27 December 2020, but not earlier than INPRS approval, subject to the administration of the oath of office.

(a) Administration of Oath.

(b) Presentation of Badges by Metropolitan Police Commission Chair and/or Town Council President or the Metropolitan Police Chief.

COMMENTS FROM THE PUBLIC or VISITORS This portion of the Town Council Meeting is reserved for persons who desire to address the Town Council regarding matters on the agenda. Persons addressing the Town Council are requested to limit their presentations to **two (2) minutes** and encouraged to avoid repetitious comments.

Staff Reports: • Workplace Safety Report for November 2019.

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

Appointments:	Legislative Appointments Home Rule Commissions 1. Community Events Commission: (1) Appointment to be made by the Town Council. Term: 4 years. (Note: vacancy of which term expires January 2022)
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Unfinished Business & General Orders:	1. Proposed Ordinance No. 1725: An Ordinance to Amend Chapters 12.20 and 12.25 of the Highland Municipal Code Regarding Modifying And Establishing User Fees For The Collection, Treatment And Disposal Of Wastewater And For The Management Of Stormwater, Pursuant To I.C. 36-9-25 Et Seq. <i>The Board of Sanitary Commissioners conducted its public hearing on proposed rates for wastewater and stormwater at its meeting of December 15, 2020. Following the hearing, the Board passed and adopted Resolution 2020-24 as amended, which adopted amended rates and charges and directed that the matter be placed before the Town Council for its favor and consideration, all pursuant to IC 36-9-25-11. The Town Council considers this matter as an ordinance that will amend the municipal code accordingly. Unlike water rates and charges, these are not modifiable by the Town Council at presentation.</i> 2. Proposed Ordinance No. 1726: An Ordinance To Establish The Wage And Salary Rates Of The Elected Officers, The Non-Elected Officers, And The Employees Of The Town Of Highland, Indiana. <i>The last general wage and salary ordinance, Ordinance 1691 was passed and adopted December 26, 2018 to be effective January 13, 2019. It was amended April 22, 2019, August 12, 2019 and July 27, 2020.</i> 3. Resolution No 2020-58: A Resolution of the Fiscal Body of the Town of Highland Fixing the Official Faithful Performance Bond of the Municipal Fiscal Officer Pursuant to I.C. 5-4-1 et Seq. 4. Works Board Order No. 2020-48: An Order Authorizing and Approving An Agreement between The Idea Factory and the Town of Highland to perform Professional Communications and Media Design and Development services for the Municipality. 5. Works Board Order No. 2020-49: An Order of the Works Board approving and authorizing the Town Clerk-Treasurer to enter into a Purchase and Maintenance Agreement for multiple digital technology, multiple function photocopy/scanner/printer/faxing devices, pursuant to IC 5-22-10-15(b) and Section 3.05.065(Q) of the Municipal Code. 6. Property, Commercial and other non-health insurance lines for the Town of Highland for FY 2021 as presented by Crowel Insurance Agency. Crowel Insurance Agency has proposed a total cost of \$314,012 , representing \$89,322 for Public Agency Multi-class Liability; \$18,881 for Designated Wrongful Employment Practices Liability; \$1,733 for Employee Benefits Errors or Omissions Liability; \$127,763 for Comprehensive Automobile Insurance; and \$76,313 for Property Package. The prior year was \$298,371 at approval . The current increase is 4.98% from the former rate at approval. 7. Cyber Incident insurance for the Town of Highland for FY 2021 as presented by Crowel Insurance Agency. Crowel Insurance Agency has proposed a total cost of \$6,471.85, offering coverage up to \$1,000,000 in the aggregate limit. If elect a \$2,000,000 limit, annual premium is \$8,724.80.
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NEW BUSINESS:

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

Comments or Remarks from the Town Council: (Good of the Order)	Councilor Bernie Zemen Councilor Mark Herak Councilor Thomas Black Councilor Roger Sheeman Councilor Mark Schocke
COMMENTS FROM THE PUBLIC or VISITORS	This portion of the Town Council Meeting is reserved for persons who desire to address the Town Council. Depending on the nature of the comments, the Town Council may direct the staff to address the topic or follow-up on matters that may arise from public comments. If necessary, the matter may be set for action at a future meeting. Persons addressing the Town Council are requested to limit their presentations to two (2) minutes and encouraged to avoid repetitious comments.
ACTION TO PAY Accounts Payable Vouchers	Accounts payable December 15, 2020 to December 28 2020 in the amount of \$567,891.81.
ADJOURNMENT	The Town Council may meet in study session immediately following the Regular Meeting. <i>Posted pursuant to IC 5-14-1.5-4(a)</i>

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

**Enrolled Minutes of the Twenty-fifth Regular or Special Meeting
For the Twenty-Ninth Highland Town Council
Regular Plenary Meeting (Electronic)
Monday, December 14, 2020**

The Twenty-Ninth Town Council of the Town of Highland, Lake County, Indiana met in its regular plenary session on Monday, December 14, 2020 at 6:30 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 20-49, 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. All members of the Town Council participated electronically, remotely.

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

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

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

Also present: Larry Kondrat and Edward Dabrowski of the Board of Waterworks Directors; and Ed Dabrowski as IT (Contract) Director (all 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 November 23, 2020 were 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 the regular meeting of November 23, 2020 were approved.

Special Orders:

1. **Advisory Board of Zoning Appeals Docket:** Petition for a Use Variance for property located 2929 45th Avenue, Highland, to allow the petitioner to operate a **child daycare center**. This is not a listed, permitted use in this zoned district. The property is currently zoned as B-1 Neighborhood Business District. Petitioner: **Lindsey Rockymore, 2933 45th Avenue, Highland.** (*Existing business. The petition supports expansion*)

It was noted that the Advisory Board of Zoning Appeals by a vote of four (4) in favor and zero (0) opposed acted to **favorably recommend the request for the use variance** for the property. The ABZA acted at its meeting of 28 October 2020. The findings of fact were memorialized and the board approved the facts in written form at its meeting of 9 December 2020. (*90 days ends 26 January 2021*).

Pursuant to IC 36-7-4-918.6, the Town Council may either accept the favorable recommendation and GRANT the requested use variance or it may reject (overrule) the favorable recommendation and DENY the use variance. If not acted upon by the Town Council within 90 days after the ABZA makes its recommendation, the action of the Advisory Board of Zoning Appeals stands.

(A) Opportunity for Comment.

1. Ms. Lindsey Rockymore, present via Zoom, as petitioner, spoke in favor of her petition, noting that she wanted to provide good, safe child day care. She noted the demand for child day care leading to the request to expand.

There was no further comment.

(B) Action on the Recommendation.

Councilor Herak moved that the favorable recommendation of the Advisory Board of Zoning Appeals be accepted and to grant the use variance as requested. Councilor Black seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The recommendation was accepted and the use variance was approved.

COMMENT from the Public or Visitors:

There was no public comment.

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

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

Permit Type	Number	Residential	Commercial	Est. Cost	Fees
Commercial Buildings:	0	0	0	\$0.00	\$0.00
Commercial Additions or Remodeling:	3	0	3	\$44,548.00	\$1,302.00
Signs:	3	0	3	\$14,280.00	\$1,327.50
Single Family:	2	2	0	\$487,000.00	\$8,722.50
Duplex/Condo:	0	0	0	\$0.00	\$0.00
Residential Additions:	0	0	0	\$0.00	\$0.00
Residential Remodeling:	48	48	0	\$353,182.00	\$9,504.00
Garages:	0	0	0	0.00	0.00
Sheds:	2	2	0	\$10,045.00	\$454.50
Decks & Porches:	1	1	0	\$850.00	\$252.00
Fences:	5	5	0	\$12,745.00	\$688.50
Swimming Pools:	0	0	0		\$0.00
DrainTile/ Waterproofing:	7	7	0	\$53,563.00	\$1,581.00
Miscellaneous	9	9	0	\$143,275.00	\$1,518.00
TOTAL:	80	74	6	\$1,119,488.00	\$25,350.00
Electrical Permits	8	8	0		\$1,637.00
Mechanical Permits	9	9	0		\$1,145.00
Plumbing Permits	7	6	1		\$1,030.55
Water Meters	1	1	0		\$270.00
Water Taps	1	1	0		\$200.00
Sewer/Storm Taps	2	2	0		600.00
TOTAL Plumbing:	11	10	1		\$2,100.55

November Code Enforcement:

Investigations: 054
 Citations: 000
 Warnings: 054

November Inspections:

Building: 44 Electrical: 08 Plumbing: 04 HVAC: 05
 Electrical Exams: 2

FIRE DEPARTMENT REPORT for NOVEMBER 2020

<u>Type of Calls</u>	<u>November 2020</u>	<u>YTD</u>
General Alarms	7	101
Paid Still Alarms	17	2308
Still Alarms	7	60
Total Calls:	Month: 31	469

• Workplace Safety Report for November 2020

It was noted that this would be filed at a future meeting.

- 1. Proposed Enactment No. 2020-57:** A Special Enactment to Lawfully Suspend the Provisions of the Current Compensation and Benefits Ordinance Commonly Known as the Employee Handbook, to Grant a Group Health Insurance Premium "Holiday" to the Eligible Employees of the Town of Highland and its Executive Departments.

Councilor Zemen introduced and moved for the consideration of Enactment No. 2020-57 at the same meeting of its 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 Zemen moved for the passage and adoption of Enactment No. 2020-57 at the same meeting of its introduction. Councilor Sheeman seconded. Upon a roll call vote, a two-thirds vote being necessary, there were four affirmatives, no negatives and one abstention. With Councilors Zemen, Black, Sheeman and Schocke voting in the affirmative and Councilor Herak abstaining, the motion passed. The enactment was passed and adopted at the same meeting of its introduction.

**TOWN OF HIGHLAND
 ENACTMENT NO. 2020-57**

A SPECIAL ENACTMENT TO LAWFULLY SUSPEND THE PROVISIONS OF THE CURRENT COMPENSATION AND BENEFITS ORDINANCE COMMONLY KNOWN AS THE EMPLOYEE HANDBOOK, TO GRANT A GROUP HEALTH INSURANCE PREMIUM "HOLIDAY" TO THE ELIGIBLE EMPLOYEES OF THE TOWN OF HIGHLAND AND ITS EXECUTIVE DEPARTMENTS

WHEREAS, The Town Council is the fiscal and legislative body of the Town of Highland, pursuant to IC 36-5 et sequitur;

WHEREAS, IC 36-1-3-2 confers upon all local units the powers that they need for the effective operation of government as to local affairs;

WHEREAS, IC 36-1-3-6 (b)(1) prescribes that any such exercise of power shall be authorized through enactment of an ordinance passed by the legislative body;

WHEREAS, IC 36-1-4, sections 14 and 15 provide in pertinent parts for the establishment of a system of employment for any class of employee and for fixing the level of compensation of its officers and employees;

WHEREAS, IC 36-5, Chapters 3 and 4 provide additional authority and guidelines for fixing the level of compensation of officers and employees in towns;

WHEREAS, IC 5-10-8, Sections 2.2 and 2.6 provide additional authority for the municipality as a local public employer to provide programs of group insurance for its employees and retirees;

WHEREAS, The Town Council as the Legislative Body, did pass and adopt Ordinance No. 1641 an Ordinance to Establish the Wage and Salary Rates of the Elected Officers, the Non-elected Officers and the Employees of the Town of Highland, having amended it five times since its adoption;

WHEREAS, The Town Council, as the legislative body, did pass and adopt Ordinance No. 1378 an Ordinance Establishing the Compensation and Benefits for the Employees of the Town of Highland amended multiple times since its adoption, commonly called the Municipal Employee Handbook, remains in full force and effect;

WHEREAS, The Compensation and Benefits Ordinance states in pertinent part all eligible employees for the group health insurance benefit shall *"share the cost of the group health premium, which are to be paid through a salary reduction (payroll deduction) taken as a pre-tax payment according to the terms of a duly authorized IRC Section 125 Plan for the Town of Highland"*, pursuant to Section 6.03.04(A);

WHEREAS, The Town Council has been reliably advised that the group health insurer, *The Aim Medical Trust*, by its board of trustees, has authorized a "premium holiday" for the month of January 2021, meaning that no premium from the Town will be due for the month of January 2021;

WHEREAS The Clerk-Treasurer has advised the Town Council that in order to share the premium holiday with the eligible employees who participate in the group health plan, authorization from the Town Council is required, suspending certain provisions in Section 6.03.04 temporarily; and,

WHEREAS The Town Council now desires to take the proper steps to authorize and approve an appropriate premium holiday for the municipalities eligible employees,

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

Section 1. That the Town Council makes the following findings and determinations, pursuant to its authority under IC 36-1-4-15 to fix the level of compensation of its officers and employees, its authority under IC 5-10-8, Sections 2.2 and 2.6 to provide programs of group insurance for its employees and retirees as well as the additional authority described in the preamble to this enactment:

(A) That the Highland Town Council now finds and determines that the Town of Highland will be granted a group health premium holiday effective January 2021 from its group health insurer, The Aim Medical Trust;

(B) That the Highland Town Council further finds and determines that eligible employees share of the group health premium is not based upon a share of the actual premium paid by the municipality as employer but rather is based upon a percentage of the eligible employee's base pay subject to the coverage desired;

(C) That the Highland Town Council still further finds and determines that in order to share the benefits of the premium holiday with the eligible employees, a particular method needs to be identified and authorized by the Town Council, striving to achieve an equitable equivalent;

Section 2. That based upon the foregoing, the Town Council does hereby authorize and approve the following:

(A) That pursuant to its authority under IC 36-1-4-15 to fix the level of compensation of its officers and employees, its authority under IC 5-10-8, Sections 2.2 and 2.6 to provide programs of group insurance for its employees and retirees as well as the additional authority described in the preamble to this enactment, following the relevant provisions set forth in the Ordinance No. 1379 establishing the *Compensation and Benefits for the Employees of the Town of Highland* as amended, particularly outlined in Section 6.03.04 of that ordinance, shall be temporarily suspended only to the extent necessary to support the actions in this enactment, to allow the Office of the Clerk-Treasurer to suspend the group health premium paid by eligible workers in the month of January 2021;

(B) That further, notwithstanding provisions of set forth Compensation and Benefits Ordinance, Section 6.03.04, as amended, the Clerk-Treasurer is further hereby authorized and approved to calculate the premiums under the usual methodology outlined in the compensation and benefits ordinance and suspend application and not withhold any applicable group premium for eligible workers for the paydays scheduled for the following pay dates:

- (1) Friday, January 15, 2021;
- (2) Friday, January 29, 2021;

Section 3. That the adoption of this enactment shall in no way be construed to suspend the annual premium for group health insurance as provide in Section 6.04 of the Compensation and Benefits Ordinance;

Section 4. That authority under this enactment shall be seen as complementary to and not in derogation of the authority of the Clerk-Treasurer under IC 36-5-6-6, and that the payments authorized under this enactment, are hereby deemed to be a type of expense identified under IC 36-5-4-12(b)(10) & (13).

Introduced and Filed on the 14th day of December. Consideration on same day or at same meeting of introduction sustained a vote of 5 in favor and a vote of 0 opposed, pursuant to IC 36-5-2-9.8.

DULY ORDAINED and ADOPTED this 14th day of December 2020, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of 4 in favor 0 opposed and 1 abstention.

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. **Works Board Order No. 2020-45:** An Order of the Works Board Accepting the Proposal of Mad Bomber Fire Works Productions for Professional Pyrotechnics and Fireworks Displays Services for the Town of Highland, Associated with Independence Day and New Year's Eve Festivities, and to Comply with the Provisions of IC 22-5-1.7 et seq.

Councilor Sheeman moved the passage and adoption of Works Board Order No. 2020-45 subject to the review by the Town Attorney and addition of a Force Majeure Clause. Councilor Zemen seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The works board was adopted subject to the review, approval and addition of a force majeure clause by the Town Attorney.

Town of Highland
Board of Works
Order of the Works Board 2020-45

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

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

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

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

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

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

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

Whereas, The purchase price exceeds \$15,000.00 and involves a commitment for more than one year, pursuant to Section 3.05.040 (C) and Section 3.05.050(B)(3) of the HMC requires the express approval of the purchasing agency;

Whereas, The purchase of services will be supported by an appropriation in the Special Event Non Reverting Fund and there is sufficient appropriation or resources in order to support the purchase of services; and

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

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

Section 1. That the proposal for pyrotechnic and fireworks display services of **Mad Bomber Fireworks Productions**, 3999 E. Hupp Road, Building R-3-1, LaPorte, Indiana, 46350, prepared and presented by its Executive Secretary, Kelley Hatfield, which includes presentation of a Fireworks Display in the Evenings of July 4th, and December 31, for 2021, 2022 and 2023, according to the written terms set forth in the proposal, is hereby accepted, approved and adopted in every respect, provided that **Mad Bomber Fireworks Productions** complies with the provisions of IC 22-5-1.7 et seq., and completes the relevant portions of the attached exhibit styled as Addendum for e-verify;

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

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

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

Section 5. That the passage and adoption of the agreement is subject to review by the Town Attorney and the addition of an appropriate "force majeure clause"; (as amended at the meeting)

Section 6. That the proper officers of the municipality are hereby authorized to identify the proper funds of the municipality that may be lawfully expended in order to support and implement the purchase of these services.

Be it so Ordered.

DULY, PASSED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 14th day of December 2020 having passed by a vote of 5 in favor and 0 opposed.

TOWN COUNCIL of the TOWN of
HIGHLAND, INDIANA

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

Attest:

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

**MAD BOMBER
Fireworks Productions
AGREEMENT**

This agreement entered into this ____ day of December, 2020 by and between MIAND, INC., d/b/a Mad Bomber Fireworks Productions, of Kingsbury, Indiana (hereinafter referred to as "Seller"), and the Highland Community Events Commission, (hereinafter referred to as "Buyer"), of Highland, Indiana.

Witnesseth:

Whereas, Seller agrees to provide and Buyer agrees to purchase two (2) Fireworks Displays in accordance with the program agreed upon, and

Whereas, Buyer has agreed that it will pay Seller a total sum of \$30,000.00 for both Displays, and

Whereas, Upon acceptance of this agreement, Seller has agreed to WAIVE any Earnest Money Deposit.

Both Seller and Buyer mutually agree to the following terms, conditions, and stipulations:

1. **Time.** Seller will present said Fireworks Displays on the evenings of July 4, 2021 and December 31, 2021, it being understood that should there be inclement weather the day of the display the Seller has sole discretion to cancel display. An alternate display date will be given within six months of the original date agreeable to both the Seller and Buyer.

2. **Cancellation.** The fee for cancellation for any reason, other than the reasons as stated in paragraph 3, below, of the Fireworks Display is forty percent (40%) of the agreement price if Buyer chooses to not select another display date within six months of the original display date.

3. **Force Majeure.** If Seller or Buyer fails to perform one or more of its contractual duties hereunder, the consequences set out in this paragraph will follow if and to the extent that that party proves: (a) that its failure to perform was caused by an impediment beyond its reasonable control; (b) that it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of the conclusion of the contract; and (c) that it could not reasonably have avoided or overcome the effects of the impediment.

A party invoking this Clause shall be presumed to have established the conditions described in the preceding paragraph in the case of the occurrence of one or more of the following impediments: war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject Party ("Force Majeure Event").

This provision shall become effective only if the Party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event, and takes all reasonable steps to minimize damages and resume performance.

4. **Display Area.** Buyer will provide a sufficient area for the Display, including a minimum spectator set back of 350' feet at all points from the discharge area. Buyer will provide protection of the display by roping-off or other suitable means. Buyer will provide adequate police protection to prevent spectators from entering display area. Buyer agrees to search the fallout area at first light following a night display.

5. **Secure Discharge Area.** Seller reserves the right to terminate the Display in the event that persons enter the secured discharge area and security is unable to secure the discharge area.

6. **Personnel.** Seller agrees to provide Technicians to take charge of and present said Display.

7. **Insurance.** Seller agrees to provide Liability Insurance in the amount of \$10,000,000.00 for the benefit of both the Buyer and Seller, Buyer to me named as an "additional insured".

8. **Substitution.** Seller retains the right to substitute produce of equal or greater value in the event of shortages or unavailability of any particular item on the proposal.

9. **Attachments.** Seller and Buyer agree to include Attachments, if any. See Attachments: July 4, 2021 display, price \$25,000.00, and December 31, 2021 Display, price \$5,000. Buyer agrees to extend this agreement for same price displays for 2022 and 2023.

10. **Payment.** Buyer agrees to pay the agreed upon price(s) within thirty (30) days of the Display(s). A late charge of one and one-half percent (1.5%) per month will be due to Seller upon the failure of payment to occur within said thirty (3) day timeframe. Buyer agrees to pay any and all collection costs, including reasonable attorney's fees and court costs, incurred by Seller in the collection or attempted collection of any amount due under this agreement and invoice.

11. **Choice of Law and Venue.** This agreement shall be interpreted in accordance with the laws of the State of Indiana. Any litigation that arises in relation to this agreement must be filed and litigated in the Superior or Circuit courts in the County of Lake, State of Indiana.

12. **Agreement Binding.** Both Seller and Buyer hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

Mad Bomber Fireworks Production

BUYER: TOWN of HIGHLAND
Community Events Commission

By: _____
Randy McCasland,
Director of Operations

By: _____
*(Its duly authorized agent, who represents
that he/she has fully authority to Bind the Buyer)*

Date: _____

Date: _____

Print Name: _____

Address: 3333 Ridge Road
Highland, IN 46322

Phone: (219) 838-1080

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

Verification of Work Eligibility Status

1. Randy McCasland, Director of Operations of MAD BOMBER FIREWORKS PRODUCTIONS, (hereinafter called "Contractor") understands and agrees that:

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

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

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

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

State of Indiana)
) SS:
County of Lake)

A F F I D A V I T

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

FURTHERETH AFFIANT SAYETH NOT.

Signed: _____, Affiant.
RANDY McCASLAND, DIRECTOR OF OPERATIONS

Certificate of Notary

On this ____ day of _____, 20__, before me personally came and appeared **the affiant herein named**, known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me that she executed same for the purpose therein contained.

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

My commission expires: _____.

County of Residence: _____.

(seal)

NOTARY

Affidavit pursuant to IC 22-5-1.7-11

- 3. **Works Board Order No. 2020-46:** An Order of the Works Board Accepting and Ratifying the Proposal of Alpine Amusement Company, Incorporated to Furnish, Present, and Operate Rides, Concessions, and Attractions Services for the Town of Highland, Associated with Independence Day and New Years' Eve Festivities.

Councilor Black moved the passage and adoption of Works Board Order No. 2020-46. Councilor Sheeman seconded.

Amendment. Councilor Herak moved that the accompanying agreement be amended to only include the agreement be effective for the years 2021, 2022, and 2023. (As presented the agreement would go into 2024.) Black seconded. Upon a roll call vote, there were four affirmatives and one negative. With Councilors, Zemen, Herak, Black, and Schocke voting in the affirmative and Councilor Sheeman voting in the negative, the motion passed. The amendment to the agreement was adopted.

Upon a roll call vote, on the Works Board Order as amended, there were four affirmatives and one negative. With Councilors, Zemen, Herak, Black, and Schocke voting in the affirmative and Councilor Sheeman voting in the negative, the motion passed. The Works Board Order as amended was adopted.

**Town of Highland
Board of Works**

Order of the Works Board 2020-46

AN ORDER OF THE WORKS BOARD ACCEPTING AND RATIFYING THE PROPOSAL OF ALPINE AMUSEMENT COMPANY, INCORPORATED TO FURNISH, PRESENT, AND OPERATE RIDES, CONCESSIONS, AND ATTRACTIONS SERVICES FOR THE TOWN OF HIGHLAND, ASSOCIATED WITH INDEPENDENCE DAY AND NEW YEARS' EVE FESTIVITIES.

Whereas, The Town of Highland, as part of its exercise of public powers related to culture and recreation, generally conferred in IC 36-10-2, now desires to celebrate the autumn season, with appropriate festivals;

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

Whereas, The Town Council as the Works Board, pursuant to Section 3.05.030 (A) of the HMC, serves as the Purchasing Agent for any department or office for which an agent is not otherwise expressly provided, and for all executive departments of the municipality;

Whereas, The *Alpine Amusement Company, Incorporated* of Naperville, Illinois has presented to the Community Events Commission a proposed agreement to *Furnish, Present, and Operate Rides, Concessions, and Attractions* services for the Town of Highland to be conducted during the annual Independence Day Festivals;

Whereas, The Community Events Commission favorably recommends to the purchasing agency, the approval of the proposed agreement for to *Furnish, Present, and Operate Rides, Concessions, and Attractions* services to the Town of Highland to be conducted on and around Independence Day, with for five days starting June 30 and ending July 4th, 2021;

Whereas, The Community Events Commission further favorably recommends to the purchasing agency, the approval of the proposed agreement for to *Furnish, Present, and Operate Rides, Concessions, and Attractions* services to the Town of Highland to be conducted on and around Independence Day, with dates to be determined for the years 2022, and 2023 as amended;

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

Whereas, The contact *involves a value that could exceed fifteen thousand dollars*, and is for a term of more than one year in duration, so pursuant to HMC Section 3.05.040(C), it requires the express approval of the purchasing agency;

Whereas, The purchase of services will be supported by the Special Events Non-reverting Fund of the Town and there is and will be sufficient appropriation or resources in order to support the purchase of services; and,

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

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

Section 1. That the proposal *Furnish, Present, and Operate Rides, Concessions, and Attractions* services of **Alpine Amusement Company, Incorporated**, 2648 Wild Timothy Road, Naperville, Illinois, 60564, prepared and presented by its proper representative, which includes furnishing of services for particular dates in 2021 and for dates to be determined, for 2022 and 2023 (not 2024) according to the written terms set forth in the proposal, is hereby accepted, approved and adopted in every respect, provided that **Alpine Amusement Company, Incorporated** complies with the provisions of IC 22-5-1.7 et seq., and completes the relevant portions of the attached exhibit styled as Addendum for e-verify, subject to the following:

(A) That the proposal changes its provisions to reflect the increase in public liability to \$5,000,000 and with the Town of Highland being named a co-insured and being indemnified;

(B) That the proposal specifically names the Town of Highland as an additional insured on a primary, non-contributory basis and include a waiver of subrogation in favor of the Town of Highland to the general liability policy;

(C) That there be also an auto liability limit of \$1,000,000 and that the vendor will carry workers compensation coverage equal to the state statutory limits.

Section 2. That the payments to the Town of Highland by Alpine of \$200 for each concession booth to be operated on the grounds and the payment of thirty percent (30%) of the gross receipts of monies derived from the sale of admission tickets for various attractions and rides is found to be reasonable and fair for the services and frequencies described;

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

Section 4. That the Clerk-Treasurer is hereby authorized to issue a purchase order, if applicable, to **Alpine Amusement Company, Incorporated** and to execute all documents necessary to implement the purchase of services thereof;

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

Be it so Ordered.

DULY, PASSED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 14th day of December 2020 having passed by a vote of 4 in favor and 1 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)

ALPINE AMUSEMENT CO. INC.

2648 Wild Timothy Rd. Naperville, IL 60564

Phone: 630-922-3188

Fax: 630-922-0589

This agreement made this 10th day of October, 2020, by and between Alpine Amusement Co., Inc., Party of the First Part and TOWN OF HIGHLAND COMMUNITY EVENTS COMMISSION, Party of the Second Part. Second Part agrees to furnish a location for the erection and operation of a combination of rides, shows and concessions known as Alpine Amusement Co., Inc. Party of the Second Part also agrees to furnish and pay for any (tax, permits or licenses that may be required for operation, and for all water, lot and street privileges necessary for operating, conducting, and placing of all attractions and concessions (the location must be agreeable and acceptable to the Party of the First Part).

Party of the First Part further agrees to furnish all electrical connections and electric current necessary for the power and illumination of all rides, shows and concessions. Said current to be for operating hours and to be supplied until all attractions are dismantled at the close of the engagement. Party of the First Part also agrees to furnish (unlimited) Ride Attendants, Foreman on Festival grounds at all times. All ticket buses and coupons for ride admittance and \$5,000,000 aggregate public liability and property damage certificate of insurance. (Alpine Amusement Co. is not liable for your employee and volunteers). Party of the Second Part also agrees to have location, electrical service and water available Tuesday before event. If streets are used for location of said attractions, Party of the Second Part agrees to have them closed to traffic, and parking no later than 12:01 A.M. Tuesday before event.

IN CONSIDERATION OF THE ABOVE, Party of the First Part agrees to furnish, present and operate rides, concessions, and attractions at Main Source Park for a period of 5 days, starting June 18, 2021 and ending July 15, 2021 for an event to be known as 3rd OF JULY FESTIVAL. To pay the Second Part the sum of \$100 for each concession or booth operated on the grounds during the engagement. Any concession closed or unable to operate shall pay pro-rata for actual days operated. To pay the Party of the Second Part 20% of the gross receipts from monies derived from the sale of admission tickets at the various attractions and rides.

The settlement of the concessions and booths, and the percentage on the attractions and rides shall be made on the closing of the engagement.

Highland COMMUNITY EVENTS COMMISSION is responsible for the following services:

- *Compliant people to save for ride coupons and ticket boxes
- *The handling for all festival advertising and promotion
- *Sufficient police protection and security
- *A 24 hour access to sanitary toilet facilities, starting Monday morning
- *Trash receptacles for midday clean-up operation
- *Parking area for semitrailers, trucks and travel trailers
- *A 24 hour access to water and electric for sanitary conditions, starting Monday morning

REMARKS: This is a 3 year contract for years 2021, 2022, and 2023. The dates of the festival to be determined for years 2022 through 2023. (As amended by action of the Town Council at its meeting Monday, December 14, 2020)

UNLIMITED RIDE SPECIAL \$1500/PERSON PER DAY; Last Blast \$20 per person last day 5-8PM (Days and hours of special to be determined at later date)
Hours of event will be TBD

IT IS FURTHER UNDERSTOOD AND AGREED:

Party of the First Part assumes no liability for any accident that might be caused by storm or other locations being left open to local traffic or parking during erection, dismantling, or operation of equipment or to trespassers while equipment is not in operation. Party of the Second Part agrees to indemnify and hold harmless the Party of the First Part for any defects relating to the condition of the grounds.

It is understood and agreed that there shall be no other riding devices, shows, attractions, or concessions (including concessions to be known as popcorn, cotton candy, funnel cakes, corn dogs, snow cones, nachos, cokes and other soft drinks other than those furnished by Alpine Amusement Co., Inc. except those furnished by the Party of the Second Part (and those agreed upon, prior to the event).

That there is no other contract or promise expressed or implied, written or verbal. That should any other or additional agreement become necessary, the same shall be void unless reduced to writing and signed by the parties hereto.

That this agreement in part or entirety is subject to strikes, suspension of electric service, failure of transportation facilities, Government decrees, fire, floods, wrecks, tornadoes, war, riots, public demonstrations, or other good and sufficient reasons beyond the control of either party hereto. Both parties agree to work together to make this event a success.

IN WITNESS WHEREOF, we set our hands and seals in good faith this 10th day of October, 2020.

TOWN OF HIGHLAND
COMMUNITY EVENTS COMMISSION

By: _____
Party of the Second Part

ALPINE AMUSEMENT CO., INC.

By: _____
Party of the First Part

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

Verification of Work Eligibility Status

4. **Works Board Order No. 2020-47:** An Order Authorizing and Approving An Agreement between CBL Consulting, Incorporated and the Town of Highland to perform Professional Information Technology services for the Municipality.

Councilor Sheeman moved the passage and adoption of Works Board Order No. 2020-47. Councilor Black seconded. Upon a roll call vote, there were four affirmatives and one negative. With Councilors Zemen, Black, Sheeman and Schocke voting in the affirmative and Councilor Herak voting in the negative, the motion passed. The works board order was adopted.

The Town of Highland
Board of Works
Order of the Works Board No. 2020-47

An Order Authorizing and Approving An Agreement between CBL Consulting, Incorporated and the Town of Highland to perform Professional Information Technology services for the Municipality

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

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

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

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

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

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

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

Section 1. That the letter proposal serving as an agreement (incorporated by reference and made a part of this Order) between CBL Consulting Incorporated, and the Town of Highland, to provide professional information technology support services for the period beginning **1 January 2021 through to 31 December 2022** (see below) as described in the letter proposal from December 10, 2020 is hereby approved, adopted and ratified in each respect, with the following exceptions:

- (A) That regardless the billing frequency, payments will be made once each month in the amount described in the letter proposal;
- (B) That only those provisions that are consistent with Federal or State law will be binding upon the parties;
- (C) That there shall be no reselling of materials or supplies by CBL to the Town of Highland, unless the single purchase is not greater than \$500 and the total purchase is \$1,000 or less;

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

Section 3. That the charges under the terms of the agreement for all the services, will be paid as a monthly fee to CBL Consulting, Inc., in the monthly amount of **four thousand one hundred fifty dollars (\$4,150.00)**, a 3.75% increase over the 2020 monthly amount;

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

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

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

Be it so Ordered.

DULY, PASSED, ADOPTED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 14th day of December 2020 having passed by a vote of 4 in favor and 1 opposed.

**WORKS BOARD 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)



December 10, 2020

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

Dear Mr. Schocke,

CBL Consulting is pleased to present the following proposal for Information Technology (IT) and personal computer (PC) maintenance support services for the Town of Highland, IN for the calendar year 2021 and 2022.

Support Services Objective:

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

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

Support Services Scope of Work & Proposed Cost:

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

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

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

Assumptions/Clarifications:

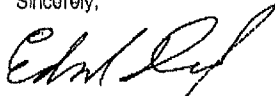
- CBL Consulting will provide Edward Dabrowski as the primary source of contact to perform the support services listed in this document.
- CBL Consulting will not provide any new hardware equipment or software licensing unless asked to do so under separate order. It is assumed that the Town of Highland will provide these items on an as needed basis.
- Routine and necessary maintenance for the town desktop, portable computers and Windows 2012R2/2016 servers includes, but is not limited to, tasks such as: ensuring the successful updating of the Windows operating system as made available by Microsoft, ensuring the successful updating of the current virus protection program as made available from time to time and ensuring the successful updating of the various spyware and adware programs.
- Routine and necessary maintenance for the town networking equipment includes, but isn't limited to, validating proper operation of network equipment and managing changes, as deemed necessary, to facilitate the town's business activities.
- Data Protection and Auditing Services involves ensuring that all employee work product is being properly stored on the server to ensure routine electronic backup.
- All support service work will be performed at the Town Hall, Police Department Headquarters, Fire Department facilities, Parks & Recreation facilities, and Public Works facilities.
- The Police Department has a person handling the majority of IT needs in that department. CBL Consulting will continue to assist managing the strategic planning needs for this department. CBL Consulting personnel have IDACS certification and could be utilized in other areas of the Police Department. These services will be billed separately and aren't included in this agreement.
- In order to perform unforeseen specialty tasks, it may become necessary, to require the services of a 3rd party vendor. This contract excludes any of these potential costs due to the uncertainty associated with these activities. These specialty service costs will be independently approved by the Town and billed to the Town directly by the 3rd party vendor.
- **CBL Consulting, Inc. will be paid \$4,150 for support per month from January 1, 2021 through December 31, 2022.**
- The support will be available between 7:00am and 5:00pm, Monday through Friday. Maintenance work covered by this agreement will occur before 7:00am and after 5:00pm without additional charges. But any emergency work or emergency callout

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

- CBL Consulting historically has provided "same day" service for all emergency calls from the Town, however, CBL Consulting reserves the right to use the industry standard of responding within one business day of initial client contact for the purpose of this proposal.
- Software licensing auditing services will be provided but some town personnel do have the ability to install software not formally approved by the town. These services are limited to Microsoft and other third-party server/client software and don't cover freeware or shareware products.
- Software licensing auditing services will be provided by CBL Consulting but some PC users have brought in software from home that they believe makes them more efficient. CBL Consulting does not encourage this behavior. CBL Consulting will record these installations and formally inform the Town Council President on a case by case basis.
- The town's SIP Trunking Phone Services are not included under this contract. Charges for these services would be billed separately.
- Live Streaming – CBL Consulting will live stream all Town Council Public Meetings to Facebook. These videos will be manually uploaded to YouTube.
- Town Council Meeting Video/Audio Production is included in this contract.
- Duration of this Agreement. This Agreement shall become effective as of the 1st day of January, 2021 and shall continue in full force and effect until the 31st day of December, 2022.
- Termination. If CBL Consulting is unable to perform the tasks outlined in this proposal due to the incapacitation of Edward Dabrowski, then the Town of Highland has the right to seek a prorated settlement of the monthly service fee based on the remaining full calendar days left of the current month.

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

Sincerely,



Edward Dabrowski – President
CBL Consulting, Inc.

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

Verification of Work Eligibility Status

CBL CONSULTING, INC., (hereinafter called "Contractor") understands and agrees that:

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

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

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

Councilor Herak expressed holiday greetings to all.

Councilor Herak acknowledged the Police Chief, who thanked resident Aaron Straker, a Ford Employee, for his encouragement to seek pricing on the Ford Explorers police edition. The Police chief also reported on the “Shop with a Cop” program, recently completed by the Fraternal Order of Police.

Councilor Herak acknowledged the Public Works Director, who reported on the leaf collection and offered survey on activities in the Public Works Department.

Councilor Herak acknowledged the Building Commissioner, who reported on matters pending before the Plan Commission at the forthcoming meeting as well as survey of inspection activity. He noted that the petition for rezoning for the senior facility would be considered at meeting of December 16.

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

Councilor Black wished all a Merry Christmas and noted that the Board of Sanitary Commissioners would soon be considering rate changes to wastewater and stormwater services.

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

Councilor Sheeman also acknowledged the Redevelopment Director who further reported on another Downtown Restaurant Crawl on December 29. She further provided an update on the downtown parking lot redevelopment project at southwest corner of Highway and Kennedy Avenues.

The Redevelopment Director further acknowledged and expressed appreciation for the work of John Mouratides, a Supervisor in Public Works, for his hand in constructing the special sign that sign the site of the downtown parking lot redevelopment project.

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

Town Council President Schocke noted that the Park and Recreation Superintendent who reported on the forthcoming winter-spring program brochure. The Parks and Recreation Superintendent noted that with the guidance and restrictions related to COVID pandemic, events such as the Daddy-Daughter Dance are a concern. It was noted that it is planned but might be subject to postponement if not cancellation.

The Town Council President also reminded all of the plan commission meeting for Wednesday, December 16 noting that among the topics would be the petition of Russell Development for its senior housing development.

The Town Council President also wished all a Happy Hanukah and other greetings of the season.

Comments from Visitors or Residents: (In person and electronically)

1. Larry Kondrat, Highland, (electronically), noted that the Board of Sanitary Commissioners would be considering new rates and charges.

Mr. Kondrat further commented on the new lights for the Highway Avenue that were being purchased by the Redevelopment Department. Mr. Kondrat expressed hope that the lights would be consistent in color and illumination.

Mr. Kondrat referenced an anecdote regarding an incident at the Hammond Senior Housing, under the aegis of the Hammond Housing Authority, involving a resident and a guest or boyfriend and actions surrounding the apparent ending of the relationship. Mr. Kondrat expressed continuing opposition to the senior care and housing development proposed by Russell Development operating as S.J. Indiana, LLC to be sited at property located north of Strack and Van Til's, between Kleinman Road and Cline Avenue.

2. Joe Scheeringa, Highland, (electronically), relayed a health care incident involving his grandmother, and how the family was able to provide the care she needed in her home rather than in a facility. Mr. Scheeringa posited his belief that his family experience would be instructive for others.
3. Jenille Scheeringa, Highland, recounted her family's experience with the health care of her late mother. Ms. Scheeringa recounted the efforts that family exerted by remodeling the family home to improve its accessibility and the decision to pay for in-house caregivers for her mother rather than resorting to a nursing home. She recounted a similar event involving a cousin whose bicycle injury required added care and the family's measures to provide care for the cousin at home rather than at an exogenous group facility.

Payment of Accounts Payable Vouchers. There being no further comments from the public, Councilor Zemen moved to allow the vendors accounts payable vouchers as filed on the pending accounts payable docket, covering the period November 24, 2020 through December 14, 2020 as well as to ratify the payroll docket for the payday of November 6, 2020. Councilor Black 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, \$385,106.78; Motor Vehicle Highway and Street (MVH) Fund, \$17,865.17; Local Road and Streets Fund, \$750.00; Law Enforcement Continuing Education and Training and Supply Fund, \$2,297.79; Flexible Spending Accounts Agency Fund, \$619.20; Information Communications Technology Fund, \$13,549.40; Special Events Non Reverting Fund, \$829.25; Municipal Cumulative Capital Development Fund, \$1,260.00; Traffic Violations and Law Enforcement Agency Fund, \$5,500.00; Municipal Cumulative Street Fund, \$2,345.00; Gaming Revenue Sharing Fund, \$6,870.14; Community Crossings Grant Fund, \$58,329.06; Public Safety Local Income Tax Fund, \$10,799.26; Total: \$506,121.05.

Payroll Docket for payday of November 6, 2020:

Council, Boards and Commissions, \$0.00; Office of Clerk-Treasurer, \$15,696.01; Building and Inspection Department, \$8,773.71; Metropolitan Police Department, \$125,632.55; Fire Department, \$3,052.64; Public Works Department (Agency),

\$63,382.40 and 1925 Police Pension Plan Pension Fund, \$0.00; Total Payroll:
\$216,537.31.

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, no negatives. The regular plenary meeting, convened electronically, of the Town Council for Monday, December 14, 2020 was adjourned at 8:00 O'clock p.m.

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

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

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

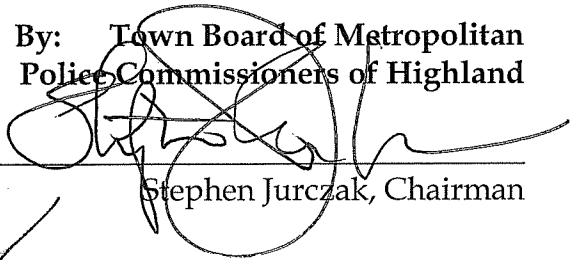
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

CERTIFICATE of APPOINTMENT

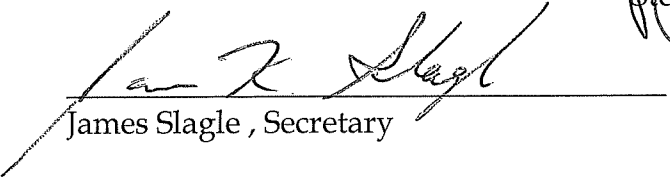
This is to certify that the Town Board of Metropolitan Police Commissioners for the Town of Highland, acting in accordance with applicable law, on the 10 day of Dec 2020 in the Town of Highland in said County and State, in which it is set forth and declared **Kenneth D. Norsweather**, being of good moral character, was duly appointed to the position of Police Officer, subject to a probationary period, in and for said Town to serve during the probationary or regular appointment if conferred, only during good behavior, subject to the terms and provisions of the Rules, Regulations and Standard Operating Procedures duly adopted and in force for the Highland Metropolitan Police Department and for the citizens of the Town of Highland, all pursuant to I.C. 36-8-9 et seq., with said appointment to be effective on the 26th day of **December 2020**.

IN WITNESS WHEREOF, I have hereunto set my hand and send this certification to be made part of the records of the Town of Highland, Lake County, Indiana this 10th day of December 2020.

By: **Town Board of Metropolitan
Police Commissioners of Highland**



Stephen Jurczak, Chairman



James Slagle, Secretary

Pursuant to IC 5-4-1-2 (a), the oath which is to be signed by the person taking the oath, and certified to by the officer before whom the oath was taken, may be found attached to this certificate or affixed to its reverse side.

OATH OF OFFICE

I, **Kenneth D. Norsweather**, do solemnly (swear or affirm) that I will support the Constitution of the United States, and the Constitution of the State of Indiana, and that I will faithfully, impartially, and diligently discharge my duties as Police Officer of the Town of Highland, Indiana, according to law, and to the best of my ability, so help me God.

Kenneth D. Norsweather

IN WITNESS WHEREOF as subscribed and sworn/affirmed before me, I hereunto set my hand and Corporate seal of the Town of Highland, Indiana this ____ day of _____ 2020 I certify that I am the duly elected, qualified, acting and serving Clerk-Treasurer for the Town of Highland, and as such empowered pursuant to IC. 33-43-4-1; IC 36-5-6-5 to make acknowledgments.

Authority Expiration: The Director of the Lake County Combined Board Certified the Election of November 5, 2019 officially on November 18th 2019. I was qualified to office upon my oath administered December 27, 2019, to serve for a term of four years commencing at Noon January 1, 2020, concluding before Noon January 1, 2024, and until a successor is elected and qualified, pursuant to IC 36-5-6-2(b).

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

I.C. 36-8-9-4(a)(c)Highland Municipal Code Chapter 9.10; I.C. 5-4-1-1

2020
TOWN OF HIGHLAND INJURIES FOR THE MONTH
NOVEMBER

CASE	DATE	DEPARTMENT	DESCRIPTION	Record Only	OSHA	Not OSHA	Filed with
	OF INJURY			No Med Treatment	Recordable	Recordable	WC Insurance
RO6	11/12/20	Park	EE accidentally cut left index finger with razor knife while cutting tape off box.	x		x	x

RO = Record Only

DEPARTMENT	INJURIES	YEAR TO	TOTAL	RESTRICTED	LOST DAYS	RESTRICTED	LOST DAYS
	THIS MONTH	DATE	2019	DAYS THIS YEAR	THIS YEAR	DAYS 2019	2019
PARK & REC	1	1				0	0
FIRE			1			0	0
POLICE		1	4			0	0
STREET		1	1			0	0
WATER/SEWER		2	5	63	81	0	0
MAINTENANCE			1			14	2
OTHER			1			0	0
TOTALS	1	5	13	63	81	14	2

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

ORDINANCE NO. 1725
TOWN OF HIGHLAND

AN ORDINANCE TO AMEND CHAPTERS 12.20 AND 12.25 OF THE HIGHLAND MUNICIPAL CODE REGARDING MODIFYING AND ESTABLISHING USER FEES FOR THE COLLECTION, TREATMENT AND DISPOSAL OF WASTEWATER AND FOR THE MANAGEMENT OF STORMWATER, PURSUANT TO I.C. 36-9-25 ET SEQ.

WHEREAS, The Sanitary District of Highland is governed by its Board of Sanitary Commissioners, pursuant to the provisions of IC 36-9-25 et seq; and

WHEREAS, IC 36-9-25-9 specifically provides that the Board of Sanitary Commissioners shall manage and control all works of the district and may purchase, acquire, construct, reconstruct, operate, repair and maintain all sewage works; and

WHEREAS, The Legislative Body on July 21, 1969 did establish a Department of Public Sanitation and Sanitary District by passage and adoption of Ordinance No. 586 of the Town, now codified as Chapter 12.10 of the Highland Municipal Code;

WHEREAS, The Town of Highland, is a municipality located in Lake County which operates a Department of Public Sanitation, which has been continuously governed by the provisions of IC 36-9-25 et seq. at least since 1970; and,

WHEREAS, The Board of Sanitary Commissioners, following a public hearing conducted on Tuesday, December 15, 2020, passed and adopted its Resolution No. 2020-24 recommending desirable and necessary changes to Chapters 12.20 and 12.25 of the Highland Municipal Code and commended these to the Town Council for its favor and action;

WHEREAS, The Board of Sanitary Commissioners, has requested that the Town Council of the Town of Highland as the legislative body favor approve and adopt these rates and charges pursuant to IC 36-9-25-11 and thereby put them into force and effect;

WHEREAS, The Town of Highland, through its Town Council now wishes to still further perfect its own organization as well as that of the Department of Public Sanitation and make certain amendments to the ordinance establishing and governing the rates and charges of the Sanitary District, pursuant to IC 36-9-25-11; and,

WHEREAS, The Town Council now desires to favor the recommendations for amendment to the Highland Municipal Code as

recommended by the Board of Sanitary Commissioners for Chapters 12.20 and 12.25 by making these amendments as commended,

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

Section 1. That **Section 12.20.050** of the Highland Municipal Code be hereby repealed in its entirety and amended to add a section to be numbered Section 12.20.050, which shall read as follows:

12.20.050 Billing and collection of charges and rates.

(A) Sewage service bills shall be rendered pursuant to the billing and reading frequencies and practices of the municipal water utility, all pursuant to Chapter 12.05 HMC. Service bills shall be payable at the same time as water service bills of said utility are payable.

(B) Such sewage service bills shall be based upon the rates and charges for the use of and service rendered by the sewage works, as described in this chapter. The rates and charges may be billed to the tenant or tenants occupying the properties served, unless otherwise requested in writing by the owners; but such billings shall in no ~~wise~~ **way** relieve the owner from liability in the event payment is not made as herein required.

(C) **Landlord right to review records of tenant.** The owners of the properties served, which are occupied by tenants, shall have the right to examine the collection records of the district for the purpose of determining whether such rates and charges have been paid by such tenants; provided, that such examination shall be made at the office at which said records are kept and during the hours that such office is open for business.

(D) The rates or charges made pursuant to the terms of this chapter against any lot, parcel of real estate or building that is connected with and uses the sewage works by or through any part of the sewage system of the district, or that in any way uses or is served by such works, shall be a lien, and the same are hereby declared, made, and constituted a lien upon and against any such lot, parcel of real estate or building. Such lien, after written notice to the owner of any such lot, parcel of real estate or building, shall attach as such rates or charges become due and payable, and shall be superior to and take precedence over all other liens except the lien for taxes, and shall be enforced as hereinafter set out.

(E) **Delinquent Bills and Fees.** ~~Such~~ Rates or charges so established shall be paid **on the due date as stated in such bills, pursuant to Section 12.20.050 (A) of this code. Such rates and charges not paid when due shall be subject to a collection or delinquent payment charge.**

~~within 30 days after same are due.~~ If such rates or charges are not paid **on the due date thereof, as stated in such bills,** after written notice to the owner of any such lot, parcel of real estate or building, the same shall thereupon become and hereby are declared to be delinquent and a penalty of ~~40~~ ten percent (10%) of the amount of such rates or charges shall thereupon attach thereto, which rates or charges, together with the penalty, shall be collectible in the manner hereinafter provided.

~~(E)~~ (F) It shall be the duty of the clerk-treasurer of the town to enforce payment thereof, together with the penalty hereinabove provided.

(1) The clerk-treasurer shall certify to the county auditor a list of such rates or charges, including the amount of the penalty, which have become delinquent according to law.

(2) Such list shall include the name or names of the owner or owners of each and every lot, parcel of real estate or building on which such rates or charges have become delinquent, the description of such premises as shown by the records of the office of the county auditor, and the amount of such rates or charges, together with the amount of the penalty.

(3) It shall be the duty of the county auditor to place and include any such rates or charges, including the amount of the penalty, on the tax list, roll of taxes or tax duplicate, in the appropriate place thereon in respect to the premises on which any such rates or charges and penalty are due and payable, in such manner and pursuant to the terms of IC 36-9-25-11(g), 36-9-23-33 and 36-9-23-34.

(4) A fee is not enforceable as a lien against a subsequent owner of property unless the lien for the fee was recorded with the county recorder before the conveyance to the subsequent owner. If the property is conveyed before the lien can be filed, the municipality shall notify the person who owned the property at the time the fee became payable. The notice must inform the person that payment, including penalty fees for delinquencies, is due not more than fifteen (15) days after the date of the notice. If payment is not received within one hundred eighty (180) days after the date of the notice, the amount due may be expensed as a bad debt loss.

(5) A lien attaches against real property occupied by someone other than the owner only if the utility notifies the owner not later than twenty (20) days after the time the utility fees become sixty (60) days delinquent. A notice sent to the owner under this subsection must be sent by first class mail or by certified mail, return receipt requested (or an equivalent service permitted under IC 1-1-7-1) to:

(a) the owner of record of real property with a single owner; or

(b) at least one (1) of the owners of real property with multiple owners;

at the last address of the owner for the property as indicated in the records of the county auditor on the date of the notice of the delinquency, or to another address specified by the owner, in a written notice to the utility, at which the owner requests to receive a notice of delinquency under this subsection. The cost of sending notice under this subsection is an administrative cost that may be billed to the owner.

~~(D)~~ (G) In addition to the methods of collection of such rates or charges, including the penalty thereon, when the same become delinquent as hereinabove provided, the sewage works shall have the right to foreclose the lien hereinbefore established. In all suits brought to foreclose such lien, the sewage works shall recover the amount of such rates or charges and the penalty thereon, together with a reasonable attorney's fee, pursuant to the terms of IC 36-9-25-11(g), 36-9-23-33 and 36-9-23-34. [Ord. 764, 1978; amended during 2012 recodification; Ord. 1628 § 5, 2016. Code 1983 § 17-20. Code 2000 § 171.05].

(H) The municipality is subject to the fees established under this chapter for services rendered the municipality, and shall pay the fees when due.

Section 2. That Section 12.25.030 (B) of the Highland Municipal Code be hereby repealed in its entirety and amended to add a section to be numbered Section 12.25.030 (B), which shall read as follows:

(B) For the periods identified below and thereafter, the following fees and charges are in effect:

Storm Water Management Fees Schedule

(1) For the period beginning February 1, 2021 and continuing thereafter, the following fees and charges are in effect:

Monthly Fees	
Residential	
Single-Family Unit	\$ 15.22
Multiple-Family Units	
1 to 4 units (each)	\$ 11.39
5 to 12 units (each)	\$ 8.34
Greater than 12 units (each)	\$ 5.30
Non-Residential	
Category 1 (0 - 5,000 sq. ft.)	\$ 15.22
Category 2 (5,001 – 40,000 sq. ft.)	\$ 61.03
Category 3 (40,001 – 100,000 sq. ft.)	\$ 182.51
Category 4 (Over 100,000 sq. ft.)	\$ 304.16

Section 3. That Section 12.20.350 of the Highland Municipal Code be hereby repealed in its entirety and amended to add a new section to be numbered Section 12.20.350, which shall read as follows:

12.20.350 Wastewater Rates and Charges; Collection and Billing.

(A) For users of the sewage works who are also metered users of the municipal water works, the basis for user fees will be comprised of a **separate rate for Storm water management as set forth in Section 12.25.030 of this code, and another set of recurrent rates to cover costs** associated with ~~combined wastewater~~ disposal, collection and ~~wastewater~~ treatment. ~~rate which will be based~~ Users of the sewage works will be charged a flat rate designed to recover fixed costs that shall be based upon ~~metered usage and a second component which will be a flat fee or base rate to be based upon the size of water meter servicing the user, and a second charge, calculated as a rate upon metered usage,~~ all pursuant to I.C. 36-9-25-12.

(B) *The monthly base charge shall be based on a water meter size of not more than one size smaller than the service line in which the meter is installed.* Water meters shall be read and sewage service bills shall be rendered pursuant to the billing and reading frequencies and practices of the municipal water works utility, pursuant to Chapter 12.05 of this code.

(C) Rates and charges for wastewater treatment and management services are hereby fixed and shall be comprised of the following metered rates and base charges to be effective beginning **February 1, 2021**:

(1) A Monthly Base rate as set forth in this schedule, which shall be charged unrelated to metered usage:

Meter Size	Base Rate Total
5/8"	\$ 8.42
3/4"	\$ 12.62
1"	\$ 21.43
1 1/4"	\$ 33.52
1 1/2"	\$ 47.40
2"	\$ 82.15
3"	\$186.49
4"	\$331.37

(2) ~~Add a Metered rate~~ **A monthly rate based upon metered usage:**

~~\$3.26 \$5.33~~ **\$4.85** per 1,000 metered gallons

(3) For users of the sewage works that are unmetered users of the municipal water works, the monthly charge shall be determined by equivalent single-family residential units, except as otherwise herein provided. Sewage service bills shall be rendered pursuant to Section 12.20.350 (A). The schedule on which said rates shall be determined is as follows:

Unmetered monthly User Charge: ~~\$48.57~~ **\$46.33** per unit.

(4) An additional surcharge for each dwelling unit over one serviced through a *single water meter* shall be added to the above rates **and charged according to the following schedule:**

Monthly surcharge: **\$8.49** per unit.

Section 4. That Section 12.20.340 (B) of the Highland Municipal Code be hereby repealed in its entirety and amended to add a new subdivision to the section to be styled as subdivision (B) and numbered Section 12.20.340, which shall read as follows:

12.20.340 Special adjustments

(B) Summer Consumption Protocol. There shall be a **summer usage consumption protocol** in order that single **and two-family** residential users of wastewater service shall not be unduly charged for sprinkling their lawns and other summer activities where higher consumption does not have a nexus to cost recovery and wastewater treatment.

(1) There is established a summer usage period in which shall apply to single-family and two-family residential users. The summer usage period applies to metered usage for beginning on the date the meter is read in May, June, July, August, and September and ending on the date the meter is read in September October;

(2) There is established a winter measurement period, which shall comprise the actual metered usage for November, December, January, February and March. An average consumption shall be calculated for the winter measurement period. The average shall be calculated by taking the sum of the actual metered consumption for a customers in the months of the winter period, and dividing the total metered usage by the five months. The average metered usage for the winter measurement period of a customer will be calculated as a single average metered consumption for the billing season to which it applies;

~~The sewer charges associated with metered usage for May, June, July, August, and September shall be calculated on the basis of the average water metered usage in the designated months of winter usage. November and December, respectively. The sewer charges for July and August shall be calculated on the basis of water usage in the months of January and February, respectively.~~

~~(3) In the event that the total actual water usage for said months of May, June, July, August and September in subsection (B)(1) of this section is less than the total actual water usage for said months of November, December, January, February and March, then the charges for the months of May, June, July, August, September shall be calculated on the basis of the total actual water used in these months. During the summer usage period, charges for metered usage shall be based upon the lesser of either actual metered usage for period invoiced or the average metered consumption for the designated winter period.~~

~~(3)(4) The aforementioned consumption protocol will be executed and in effect immediately following the meter readings conducted in May. Notwithstanding the preceding, the summer consumption protocol will be observed on the bills mailed in June, July, August, September and October, where it will conclude. The Superintendent of the Utility and the Billing authority (Clerk-Treasurer) shall jointly determine which bill(s) best reflect the metered usage intended to be captured during the summer usage period.~~

~~(4) (5) The aforementioned provisions shall apply to each lot, parcel of real estate or building which is occupied and used as a single-family residence. Said provisions shall not apply to any premises which are partially or wholly used for multifamily, commercial or industrial purposes. In the event a portion of such premises shall be used for single-family residence, the owner shall have the privilege of separating the water service so that the residential portion of the premises is served through a separate meter and in such case the provisions hereunder shall be applicable to that portion of the premises used for residential purposes.~~

(6) In the event a single-family or two-family residential user for any reason has no actual or insufficient usage associated with the winter measurement period, the Clerk-Treasurer shall be authorized to make a reasonable determination for the average usage that shall be used in calculating the adjustment associated with the summer usage protocol.

(7) Allowances shall not be granted for the filling of swimming pools nor for irrigation outside the summer rate period.

Section 5. The provisions of this ordinance amending the municipal code shall be in full force and effect from and after the date of its passage and adoption evidenced by the executive's signature in the manner prescribed by IC 36-5-2-10(a), provided as follows:

(A) That the fees and charges set forth herein shall be made effective from *February 1, 2021* and thereafter, until their repeal or modification by passage and adoption of the necessary enabling instruments;

(B) That pursuant to IC 36-9-25-11(c), the fees and charges imposed by the passage and adoption of this ordinance shall become and be effective upon all users whose property is within the district, having been approved by the Board and Sanitary Commissioners and hereby adopted by the Town Council, which is the municipal legislative body.

Introduced before the Board of Sanitary Commissioners as a resolution on November 17, 2020. The resolution was ordered for a public hearing on December 15, 2020, Following the hearing, the Board passed the resolution as amended and directed that the matter be set before the Town Council for its consideration, all pursuant to IC 36-9-25-11.

Introduced and Filed on the 28th day of December 2020. Consideration on same evening of introduction was not considered, pursuant to IC 36-5-2-9.8.

DULY ORDAINED AND ADOPTED this 28th Day of _____ 2020, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of ____ in favor and ____ opposed.

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

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

Attest:

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

ORDINANCE No. 1726
of the
TOWN of HIGHLAND, INDIANA

AN ORDINANCE to ESTABLISH THE WAGE and SALARY RATES of the ELECTED OFFICERS, the NON-ELECTED OFFICERS, and the EMPLOYEES of the TOWN of HIGHLAND, INDIANA.

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

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

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

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

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

WHEREAS, The Town Council of the Town of Highland, as the town legislative body, now desires to fix the compensation of its elected officers, appointed officers and employees of the Town for the year ensuing and thereafter,

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

Section 1. (A) That except as otherwise expressly provided in this ordinance or the compensation and benefits ordinance, the base salary or wage outlined in this ordinance is hereby authorized for all regular full-time employees of the municipality who occupy an authorized position of the municipality at the time of its passage and adoption, with any changes set forth herein to be effective from the date indicated in this ordinance or at the conclusion of an authorized medical disability leave;

(B) That department heads and the Clerk-Treasurer are hereby authorized to grant an increase in the amount of up to thirty-five cents (35¢) per hour, at the department head's or the clerk-treasurer's discretion, for regular part-time, non-temporary employees and street crossing guards currently in service with the municipality in their position as of this enactment's passage, *provided* such increase remains within prescribed ranges or terms of this ordinance;

(C) That no other wage or salary increases not otherwise provided by statute or by ordinances of the Municipality may be distributed to any

single employee or officer, unless specifically approved by the Town Council or proper board of jurisdiction;

Section 2. (A) That unless otherwise provided by this ordinance, all new employees will start at the identified starting wage or salary for their job position unless approved by the Town Council or authorized board of jurisdiction to do otherwise. Where no starting wage or salary is depicted, the Town Council or authorized board of jurisdiction shall fix such pay by proper enactment prior to the payment of wages or salary. **Department heads shall notify the Clerk-Treasurer in writing of all individual raises and their effective dates;**

(B) Further, department heads shall report all rates and wages as a rate per hour for all hourly wage earners and a bi-weekly rate for all salaried wage earners as set forth in this ordinance. **Such other increases or change of biweekly or hourly pay executed pursuant to this ordinance shall not be made effective earlier than the month in which the change is reported and is properly filed;**

(C) That still further, pursuant to IC 36-5-3-2(d), for the compensation of services performed for the town and are connected with the operation or a municipally owned utility or function, the salaries and wages fixed for the officers and employees in the Office of the Clerk-Treasurer and the Public Works Department (Agency) are hereby fixed in this ordinance but the governing bodies of the municipal utilities shall authorize the payment from utility resources the amounts that will support the payments authorized in this ordinance;

(D) *Incumbent defined.* Further, except as otherwise provided in the compensation and benefits ordinance regarding acting pay, the term "*Incumbent rate*" as used in this ordinance shall be construed to mean a rate or wage applied to a worker in the position for *more than one year*;

Section 3. That supervisors will receive no overtime pay except as provided in the most recently adopted compensation and benefits ordinance, as amended. Supervisors and Department Heads are further advised as follows:

(A) **Except where otherwise provided,** new temporary (summer) employees will *receive no less than \$9.00* per hour; further, returning temporary employees may receive up to **\$9.35** per hour; and Experienced temporary employees may receive up to **\$9.70** per hour, provided such increase remains within prescribed ranges;

(B) Temporary employee is defined in compensation and benefits ordinance, commonly called the Employee Handbook, as amended. Returning temporary employee is defined as an employee who has once previously worked for the Town of Highland. Experienced temporary employee is defined as an employee who has previously worked for the Town of Highland more than once.

(C) For the purposes of this ordinance, references to department head or supervisor shall be construed to include the Clerk-Treasurer when acting in that capacity.

(D) *Master's Degree Pay.* Department heads and senior supervisory workers who earn a graduate degree from an accredited University or College in a

discipline relevant to their administrative responsibilities, shall have an additional compensatory adjustment added to the base rate in the bi-weekly amount of \$107;

Section 4. *Approved workforce levels.* That the approved staffing levels for certain positions in the various offices and departments are hereby *approved* as indicated by a parenthetical number. However, the staffing levels set forth in this ordinance should not be construed in derogation of the approved positions for the Highland Metropolitan Police Department which remains governed by the authorized force strength provisions of Highland Municipal Code 9.10.010 (C) as may be amended or any other department for which its authorized staff strength is fixed by ordinance;

Section 5. *Compensation of Legal Counsel.* In addition to those provisions providing for a salary for the duly appointed attorney of the various boards or commissions of the municipality, the duly appointed attorney is authorized to bill for legal services performed outside the scope of the retained services salary for hours spent on lawful business of the municipality according to the rates and terms of a letter of acceptance placed on file with the municipal clerk;

Section 6. *Town Legislative Body, Boards and Commissions.* That subject to the provisions of this ordinance, the salary and wages for the elected officers, non-elected officers and employees of the Town of Highland are hereby fixed for its departments and offices as follows:

(A) Office of the Town Council

Town Council President	(1)	\$ 1,226.00 per month
Town Council Member	(4)	\$ 1,164.00 per month

That the foregoing salaries of the legislative body members remain at the level first fixed by Ordinance 1054, passed and adopted December 30, 1996 to be effective beginning in 1997, unchanged owing to the provisions of IC 36-5-3-2(c);

Town Council Attorney	paid at an hourly rate according to terms set forth in attorney's letter of acceptance on file.
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(B) Advisory Board of Zoning Appeals

Chairman	(1)	\$ 150 per quarter
Members (4) each		\$ 120 per quarter

Attorney	paid at an hourly rate according to terms set forth in attorney's letter of acceptance on file.
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Recording Secretary	\$ 50 per month
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(C) Municipal (Advisory) Plan Commission

Chairman (Citizen member) (1)	\$ 150 per quarter
Citizen Member Secretary (1)	\$ 120 per quarter
Citizen Members (2)	\$ 120 per quarter
Legislative Body appointees (3)	see below

If legislative body appointees are elected or appointed officials of the municipality, they are not entitled to pay for service on municipal plan commission in order to be consistent with the purposes of Article 2, Section 5 of the Indiana Constitution.

Attorney paid at an hourly rate according to terms set forth in attorney's letter of acceptance on file.

Recording Secretary \$ 50 per month

(D) Town Board of Metropolitan Police Commissioners

Chairman (1)	\$ 50 per month
Members (4)	\$ 40 per month
Attorney	\$ 200 per month

Recording Secretary \$ 50 per month
(Commissioners salaries are payable monthly. Pursuant to State law; Confer IC 36-8-9-3(e))

(E) Board of Sanitary Commissioners

The Town Council hereby incorporates by reference and approves the compensation for each individual commissioner of the Board of Sanitary Commissioners pursuant to the provisions of I.C. 36-9-25-3(e) which reads: "The appointed commissioners are entitled to a salary of not less than three thousand six hundred dollars (\$3,600) a year during actual construction and not less than six hundred dollars (\$600) a year in other years:

(1) During Actual Construction:

President (1)	\$ 4,500.00 per year (\$375.00 mo.)
Commissioners (4) each	\$ 3,600.00 per year (\$300.00 mo.)

(2) During other years:

President (1)	\$ 750.00 per year (\$62.50 mo.)
Commissioners (4) each	\$ 600.00 per year (\$50.00 mo.)

(F) Water Works Board of Directors

President (1)	\$ 50 per month
Citizen Members (4) each	\$ 40 per month

(G) Park and Recreation Board

President	(1)	\$150 per quarter
Citizen Members	(3) each	\$ 120 per quarter
Member appointed by School Board	(1)	See below
Member appointed by Library Board	(1)	See below

Authority to Fix this compensation: IC 36-10-3-9(a). The salary of any board members whose appointing authority is other than the **Town Legislative Body** will not be paid from the Municipal Treasury but may be paid from the treasury of the appointing authority, subject to law. However, any Board member whose appointing authority is other than the **Town Legislative Body** has all other rights of members appointed by the **Town Legislative Body** including the payment of actual expenses as provided in IC 36-10-3-9(b).

(H) Redevelopment Commission

Redevelopment Commissioners who do not otherwise hold a lucrative office for the purpose of Article 2, Section 5 of the Indiana Constitution shall receive the salary, which is hereby fixed as follows:

President	(1)	\$ 50 per month
Vice President	(1)	\$ 40 per month
Secretary	(1)	\$ 40 per month
Members	(2)	\$ 40 per month

All Redevelopment Commissioners are entitled to reimbursement for expenses necessarily incurred in the performance of their duties. (Pursuant to State law; Confer IC 36-7-14-7(f)(g));

Section 7. *Office of the Clerk-Treasurer.* That subject to the provisions of this ordinance, the salary and wages for the elected officers, non-elected officers and employees of the Town of Highland are hereby fixed for its **Office of the Clerk-Treasurer** as follows:

(A) Elected Officer Clerk-Treasurer

That the salary of the clerk-treasurer shall be paid biweekly and shall be hereby fixed as set forth below:

(1) That subject to subdivision (D), the compensation for a Clerk-Treasurer possessing a **baccalaureate** level degree in a related field granted from an accredited University or College is hereby fixed at **\$2,907.92** bi-weekly;

(2) That, subject to subdivision (D), the compensation for a Clerk-Treasurer possessing an associate's level degree or less from an accredited University or College is hereby fixed at **\$2,820.68** bi-weekly;

(B) Deputy Clerk-Treasurer

(1) That, subject to subdivision (D), the base compensation for a deputy clerk-treasurer with an associates level degree or less granted from an accredited University or College is hereby fixed as follows:

Starting Rate	Incumbent Rate (after 1 year)
\$1,885.59	\$ 1,975.31 bi-weekly

(2) That, subject to subdivision (D), the compensation for a deputy clerk-treasurer possessing a **baccalaureate** level degree in a relevant field granted from an accredited University or College is hereby fixed as follows:

Starting Rate	Incumbent Rate
\$ 2,106.78	\$ 2,106.78 bi-weekly

(C) Associate Employees and Staff

		Starting Rate	Incumbent Rate
(1) Encumbering Officer	(1)	\$19.78	\$19.78 hr.
(2) Associate Clerk, Payroll & Personnel	(1)	\$19.78	\$19.78 hr.
(3) Chancery / Bursar Clerk, Senior	(1)	\$19.04	\$19.04 hr.
(4) Chancery / Bursar Clerk	(2)	\$18.72	\$18.72 hr.
(5) Lead Utility Clerk	(1)	\$19.78	\$19.78 hr.
(6) Utility Systems Clerk	(2) ^{xx}	\$18.72	\$18.72 hr.
(7) Chamberlain Clerk (part-time)	(X)	\$15.13	\$15.13-\$15.58
(8) Chancery & Bursar Aide (part-time)	(X)		\$ 9.00 -15.58 hr.

^{xx}If a worker is assigned the **Lead Utility Clerk** position, the authorization for this position is reduced to one (1).

(9) Information Technology Coordinator (part-time) \$16.48 hr. \$16.48 hr.

(10) For the purpose of training or special assistance, retired senior staff or separated staff may be paid as part-time workers at the hourly rate equivalent of the approved position held at separation including longevity and certification pay prior to retirement or separation.

(D) Certifications: That a full-time worker described in subsection (B) and (C), or the officer and employee described in subsection (A) possessing a relevant professional certification from a generally accepted professional association including **but not limited to** Indiana League of Municipal Clerks and Treasurers, International Institute of

Municipal Clerks, Association of Public Treasurers, Government Finance Officers Association, Society of Management Accountants, the American Society of Public Accounts, the American Water Works Association, or the American Payroll Association as may be authorized or approved by the proper officer, the base rate shall have an additional compensatory adjustment according to the following schedule:

		<i>Salaried adds</i>	<i>Hourly adds</i>
Indiana Accredited Municipal Clerk	(IAMC)	\$39.04 bi-weekly	48¢ per hour
Certified Municipal Clerk	(CMC)	\$48.80 bi-weekly	61¢ per hour
Master Municipal Clerk	(MMC)	\$72.02 bi-weekly	90¢ per hour
<i>(MMC pay substitutes and replaces the CMC pay. Pursuant to IIMC rules, the MMC replaces the CMC and that latter designation is dropped)</i>			
Certified Public Finance Administrator	(CPFA)	\$39.04 bi-weekly	48¢ per hour
Certified Public Finance Administrator Advanced	(ACPFA)	\$77.60 bi-weekly	97¢ per hour
Certified Public Funds Investment Manager	(CPFIM)	\$48.80 bi-weekly	61¢ per hour
Certified Public Funds Investment Manager Advanced	(ACPFIM)	\$97.60 bi-weekly	\$1.22 per hour
<i>(ACPFIM pay substitutes and replaces the CPFIM pay. Pursuant to APT US&C rules, the ACPFIM replaces the CPFIM and that latter designation is dropped)</i>			
Certified Public Finance Officer	(CPFO)	\$97.60 bi-weekly	\$1.22 per hour
Fundamental Payroll Certification	(FPC)	\$48.80 bi-weekly	61¢ per hour
Certified Payroll Professional	(CCP)	\$72.02 bi-weekly	90¢ per hour
(Utility) Customer Service Representative	(CCR)	\$72.02 bi-weekly	90¢ per hour
For any qualifying professional certification that is unlisted, the pay shall be based upon the established rate for the CMC credential.			

(E) *Special assignment.* Pursuant to and not in derogation of the authority conferred in I.C. 36-5-6-7, the clerk-treasurer may designate up to two (2) positions described subsections (B) or (C) as senior staff, part of supervisory succession, eligible to receive the following amount to be added to base pay: Senior Staff assignment seventy-seven cents per hour.

(F) Additional provisions Training and Transition.

For any position described in subsections (B) and (C), a duly selected or promoted successor employee may be paid at the new position's pay rate even when the position is still occupied by a departing incumbent employee for the purposes of training by the incumbent employee. The foregoing training pay arrangement may not be for a period of longer than ninety (90) days.

Section 8. Building and Inspection Department. That subject to the provisions of this ordinance, the salary and wages for the non-elected officers and employees of the Town of Highland are hereby fixed for its **Building and Inspection Department** as follows:

	Starting Rate	Incumbent Rate
(A) Chief Inspector/Building Commissioner (1)		\$ 2,831.48;
(B) Assistant Inspectors:		
(1) Assistant Inspector Ordinance Enforcement (part-time)	\$ 16.89 - \$26.42 hr.	
(2) Assistant Inspector for Electrical (part-time)	\$ 23.43 - \$30.90 hr.	
(3) Notwithstanding the provisions of Section § 2.05 of the Compensation and Benefits Ordinance, the hourly part-time employees performing enforcement		

duties are regular part-time employees, however they may regularly work up to 78 hours in a pay period.

(Fee based compensation)

- (4) Assistant Inspector for Plumbing (part-time) **\$18.00** for each one-unit plumbing examination proctored as provided in § Section 15.20.020 (G)(1), and thus hereby amended.
- \$25.50** for each inspection performed as described in Section 15.20.020 (G)(2) of the Highland Municipal Code, and thus hereby amended.

(C) Associate Employees and Staff

		Starting Rate	Incumbent Rate
(1) Inspection Clerk	(1)	\$15.95	\$15.95
(2) Inspection Secretary	(1)	\$19.22	\$19.22

(D) Certifications: That a full-time worker described in Section 8 possessing a relevant professional certification from a generally accepted professional association including **but not limited to** International Code Council, as may be authorized or approved by the proper officer, the base rate shall have an additional compensatory adjustment according to the following schedule:

		<i>Salaried adds</i>	<i>Hourly adds</i>
Inspector Designations (B5,E5,M5 or P5)		\$48.80 bi-weekly	61¢ per hour
Code Specialists Designations (B8,E8, FA, M8,P8 or H8)		\$48.80 bi-weekly	61¢ per hour
Master Code Professional (MCP)		\$72.02 bi-weekly	90¢ per hour
Master of Special Inspection (MSI)		\$72.02 bi-weekly	90¢ per hour
Certified Building Official (CBO)		\$97.60 bi-weekly	\$1.22 per hour

Section 9. *Public Works Department (Agency).* That subject to the provisions of this ordinance, the salary and wages for the non-elected officers and employees of the Town of Highland are hereby fixed for its **Public Works Department** as follows:

(A) Supervisory Employees

		Starting Rate	Incumbent Rate
(1) Public Works Director	(1)		
With an employer provided vehicle:		\$ 3,404.13	\$3,404.13
Without an employer provider vehicle:		\$ 3,574.89	\$ 3,574.89
(2) Operations Director	(1)		
With an employer provided vehicle:		\$ 2,840.14	\$ 2,840.14
Without an employer provider vehicle:		\$ 3,010.95	\$ 3,010.95

(3) Division Supervisors

Supervisor Streets	(1)	\$ 2,400.20	\$ 2,400.20
Supervisor Water & Sewer	(1)	\$ 2,400.20	\$ 2,400.20
Supervisor Maintenance	(1)	\$ 2,400.20	\$ 2,400.20
Supervisor Facilities	(1)	\$ 2,400.20	\$ 2,400.20

(B) Associate Staff and Employees

		Starting Rate	Incumbent Rate
(1) Administrative Assistant	(1)	\$ 23.56	\$ 23.56
(2) Public Works Secretary*	(1)	\$19.22	\$19.22
(3) Dispatch Clerk	(1)	\$17.38	\$17.38

* If position of administrative assistant is filled, the position of public works secretary must be vacant.

(4) Senior Utility Technician	(1)	\$23.56	\$23.56
(5) Utility Technician	(2)	\$18.90	\$18.90

This position subject to base modification as outlined in subdivision E

(6) Utility Worker / Equipment Operator A	(3)	\$23.56	\$23.56
(7) Utility Worker / Equipment Operator B	(2)	\$22.55	\$22.55

(8) Pump Station Operator	(2)	\$20.34	\$20.34
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This position subject to base modification as outlined in subdivision D

		Starting Rate	Incumbent Rate
(9) Street Sweeper Operator	(1)	\$ 20.85	\$ 20.85
(10) Utility Worker/Driver A	(4)	\$ 22.55	\$ 22.55
(11) Utility Worker/Driver B	(3)	\$ 19.34	\$ 19.34
(12) Utility Worker/Driver C	(2)	\$ 16.34	\$ 16.34
(13) Senior Mechanic	(1)	\$ 22.26	\$ 22.26
(14) Mechanic	(1)***	\$ 21.18	\$ 21.18
(15) Mechanic	(2)	\$ 21.18	\$ 21.18-\$22.76

*** Once a worker is assigned the **Senior Mechanic's** position, the authorization for this position is reduced to zero (0).

(16) Sign & Traffic Control Technician	(1)	\$ 19.54	\$ 19.54
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This position subject to base modification as outlined in subdivision D.

(17) Utility Worker A	(3)	\$17.08	\$17.08-\$18.58
(18) Utility Worker B	(3)	\$13.18	\$13.18
(19) Custodian	(1)	\$15.82	\$15.82
(20) Attendant Town Garage	(1)	\$14.70	\$15.36

(21) Secretary (part-time)		\$ 9.27-\$19.22 per hr.	
(22) Laborer (not truck driver)(part-time)		\$ 9.27-\$ 11.994 per hr.	
(23) Laborer, Seasonal Leaf Collection		\$ 9.55 per hour.	
(24) Master Gardener/ Streetscaping (part-time)		\$12.36 - \$ 14.42 per hr.	
(25) Driver C Seasonal (must have a CDL)		\$ 16.34	

(C) Additional provisions.

For any position described in subsection (B) a duly selected or promoted successor employee may be paid at the new position's pay rate even when the position is still occupied by a departing incumbent employee for the purposes of training by the incumbent employee. The foregoing training pay arrangement may not be for a period of longer than ninety (90) days.

(D) Certifications. A full-time worker described below possessing a relevant professional certification from a generally accepted professional association as may be authorized or approved by the proper officer, the base rate shall have an additional compensatory adjustment according to the following schedule:

- (1) The positions *Pump Station Operator, Utility Technician, Mechanic, Sign & traffic Control Technician* and *Driver C Seasonal* are eligible for the following certification pay:

Commercial Driver's License add to the hourly base pay: \$ 0.65

- (2) The positions *Pump Station Operator* and *Utility Technician* are eligible for the following certification pay:

DSL Operators' License add to the hourly base pay: \$ 1.29
CT Operator's License add to the hourly base pay: \$ 1.29

- (3) The position *Pump Station Operator* is eligible for the following certification pay:

Backflow prevention license add to the hourly base pay: \$ 0.65

- (4) The position of *Sign and traffic Control Technician* is eligible for the following certification pay:

MUTCD* Certification add to the hourly base pay: \$ 1.29

*Satisfactory completion of training course on the Manual of Uniform Traffic Control Devices as provided by the American Public Works Association (APWA), Local Technical Assistance Program (LTAP), the American Traffic Safety Services Association (ATSSA) or the International Municipal Sign Association (ISMA).

- (E) *Stand-by Duty*. During particular work periods workers in the Public Works Department (Agency) will be scheduled to stand-by, which may mean the worker will be engaged to wait for mobilization. The Public Works Director will publish written guidelines regarding administration of this duty. There is an authorized rate that shall be fixed at an hourly rate to be applied by the number of hours of stand-by duty that is assigned in a bi-weekly period. It shall be uniform for all workers. The rate is now fixed at \$1.03 per hour.

Section 10. *Metropolitan Police Department*. That subject to the provisions of this ordinance, the salary and wages for the non-elected officers and employees of the Town of Highland are hereby fixed for its **Metropolitan Police Department** as follows:

Starting Rate	Incumbent Rate
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(A) Chief of the Department (1) (biweekly) \$ 3,204.26 \$ 3,436.55

(B) The following ranks of Sergeant are authorized as indicated:

	Starting Rate	Incumbent Rate
(1) Sergeants (5) Bi-weekly	\$ 2,814.22	\$ 2,814.22

(2) The following ranks of Sergeant are deemed placeholder ranks. These are authorized ranks that are being held in place for department members who hold that service rank and held it before their appointment in an upper policy-making policy position, or an assignment named in (E)(5) of this ordinance, pursuant to IC 36-8-3-4 (b),(m) and IC 36-8-9-6:

	Starting Rate	Incumbent Rate
(a) Sergeants (4) (placeholders)	\$ 2,814.22	\$ 2,814.22

	Starting Rate	Incumbent Rate
(C) Corporals (8) (biweekly)	\$ 2,656.43	\$ 2,656.43

(D) **Special Assignment.** In the event that the Town Board of Metropolitan Police Commissioners determines that it is desirable or necessary to assign or detail an officer holding the rank or grade of **Sergeant** or **Corporal** to a specialty assignment or division transfer to the Crime Impact Unit of the Highland Police Department (CIU/HPD) or participates in a Multi-Jurisdictional law enforcement assignment (GRIT/FBI), while in that detail or on that assignment, the officer is to be paid at the rate set forth below, without loss of rank, and provided that the assignment and associated pay is *position-directed*, or *economically based*, and *non-disciplinary* in purpose:

- (1) Sergeant will be paid at the rate of Corporal
- (2) Corporal will be paid at the rate of Lance Corporal
- (3) An assignment as described above will not modify in any way the authorized limit for the rank of Sergeant or Corporal as set forth in subdivisions B or C of this section.

(E) **Other Police Officers and Assignments.**

- (1) All initial appointments to the Metropolitan Police Department, regardless of previous law enforcement experience, shall be probationary in nature pursuant to Regulation 11 of the Metropolitan Police Department and under the authority of IC 36-8-9-7. The basis for promotion to the several grades (classes) will be based upon written guidelines, rules or regulations determined by the Town Board of Metropolitan Police Commissioners.
- (2) A candidate/officer possessing a Law Enforcement Academy certification is eligible for initial appointment to Police Officer classes 1-4. A candidate/officer possessing

no Law Enforcement Academy certification is only eligible for initial appointment to Police Officer class 4.

- (3) *Special position.* There is established a pay grade styled as Police Officer 1 (Special). An officer possessing the rank of Police Officer First (Class), that possesses at least thirty four years of service as a police officer, the last twenty-five of which have been served consecutively and successfully with the Highland Metropolitan Police Department, shall be paid the identified biweekly salary as base pay. For the purposes of establishing pension benefits under IC 36-8-1-11, IC 36-8-6-9, IC 36-8-6-9.6, IC 36-8-8.5 and IC 36-8-8-11, employee contributions under IC 36-8-6-4(3) and IC 36-8-8-8, or employer contributions under IC 36-8-8-6, the salary of the Patrol Officer 1 (Special) plus the longevity pay fixed for twenty years shall be used.

	Starting Rate	Incumbent Rate
(4) Patrol Officers:		
Police Officer 1 (Special)	\$ 2,885.17	\$ 2,885.17
Police Officer 1	\$ 2,511.93	\$ 2,511.93
Police Officer 2	\$ 2,215.47	\$ 2,215.47
Police Officer 3	\$ 2,074.51	\$ 2,074.51
Police Officer 4 (no LEA certification)	\$ 1,879.14	\$ 1,879.14

- (5) The following represent **assignments** in the Metropolitan Police Department for which the following salaries are authorized. Persons so assigned shall be paid the greater of the assigned person's pay attached to person's actual service rank or grade, or the pay associated with the listed assignments depicted as follows:

	Starting Rate	Incumbent Rate
Assistant Chief	\$ 3,204.26	\$ 3,204.26
Division Commander (2)	\$ 2,971.97	\$ 2,971.97
Deputy Commander (1)	\$ 2,893.09	\$ 2,893.09

- (6) The following rank has been deemed a trace rank. Only officers employed in with the Metropolitan Police Department **on or before April 12, 2001** shall be eligible to elevation to the trace rank of Lance Corporal. This trace rank **is** conferred as follows:

(a) It shall be conferred on all Patrol Officers First Class in good standing, who meet the date eligibility indicated, who have successfully completed ten (10) years of continuous service with the Highland Metropolitan Police Department and upon approval of the Town Board of Metropolitan Police Commissioners; or

(b) It may be conferred on an officer of any higher rank in consequence of a proper disciplinary action who meets the date eligibility indicated.

Officers holding such rank will continue to hold such rank until their **demotion**, promotion or separation from service with the Metropolitan Police Department, at the level of pay set forth in this ordinance. Having separated, an officer having once been eligible to hold the trace rank or having the trace rank at the time of separation shall not be eligible hold such rank if officer is later re-hired, unless ordered by a court.

	Starting Rate	Incumbent Rate
Lance Corporal	\$ 2,597.10	\$ 2,597.10

(F) Other Associate Staff and Public Safety Employees

		Starting Rate	Incumbent Rate
(1) Support Services Administrator	(1)	\$ 2,010.36	\$ 2,055.60
		Starting Rate	Incumbent Rate
(2) Systems Administrator/ IT & Training Officer	(1)	\$ 1,799.44	\$ 2,484.96 bi-weekly
		Starting Rate	Incumbent Rate
(3) Secretary	(1)	\$ 19.22	\$ 22.26 per hr.
(4) Lead Support Services Clerk	(1)	\$ 17.07	\$ 18.59
(5) Lead Support Services Training Coordinator	(1)	\$ 16.57	\$ 18.05
(6) Support Services Clerk	(2)	\$ 15.95	\$ 17.44
Support Services Clerk (part-time)		\$ 15.95	\$ 17.44
Animal Warden (part-time)		\$ 8.24 hr. -	\$15.45 hr.
Crossing Guard (part-time)		\$ 9.95 hr. -	\$ 11.08 hr.
Sub Crossing Guard (part-time)		\$ 9.95 hr. -	\$ 11.08 hr.
Secretary (part-time)		\$ 19.22 hr.	\$ 22.26 hr.
Metropolitan Police Chaplain (4)			no pay

Matron or Clerk Duty (call-out) hourly rate - 2 hour minimum
Off-Duty Court Time (2 hour minimum) hourly rate

(G) Special Detail Pay Provisions:

- (1) *Special Patrol Zone Details.* Overtime provisions of the Compensation and Benefits Ordinance notwithstanding, the Special duty/Highland Grove or other Special Patrol Zone detail will be paid at the following described rate:

Fixed at an hourly rate as set forth in an agreement or memorandum approved and authorized by ordinance of the municipality providing for special patrol zones and related agreements, pursuant to and as provided in Sections 9.10.250 through 9.10.280 of the Highland Municipal Code, which authorize Special Patrol Zones. A copy of such agreement must be on file in the office of the Clerk-Treasurer, pursuant to IC 36-5-4-14.

- (2) *Select Details.* Overtime provisions of the Compensation and Benefits Ordinance notwithstanding, the following special assignments or details will be paid at 1.5 times the actual composite rate of pay of the assigned officer provided that officers above the rank of sergeant shall be paid at the rate associated with the rank of sergeant, plus the actual longevity.
 - (a) Special Community Events sponsored by the Municipality by one or more of its executive Departments, agencies, or councils;
 - (b) Mobile Park Patrol
 - (c) Special patrol
- (3) *Other details.* Overtime provisions of the Compensation and Benefits Ordinance notwithstanding, any special assignments or details not otherwise described herein for which no other provision applies, such special details or overtime assignments will be paid at 1.5 times the actual composite rate of pay of the assigned officer provided that officers above the rank of sergeant shall be paid at the rate associated with the rank of sergeant plus the actual longevity.
- (4) *Grant Supported Details.* Overtime provisions of the Compensation and Benefits Ordinance notwithstanding, the following special assignments or details will be paid at 1.5 times the composite rate (base rate plus longevity rate) of the assigned officer for hours performing the special assignment, provided such rate is lawful and authorized under the terms of the supporting grant and the actual rate is fully funded by the grant source:
 - (a) Lake County Task Drug Task Force
 - (b) Grant Supported Special Law Enforcement Detail(s) or Patrols
 - (c) (OWI; DWI; Sobriety Checks/Domestic Violence Duties/)
- (5) No rate of pay may be fixed for any regular duty or special detail or described employment, regardless of the source of funds, that has not been authorized or provided for in this Wage and Salary Ordinance as amended in effect or the Compensation and Benefits Ordinance as amended and in effect;

(H) Specialty Pay:

(4)	Range Officers	\$ 55.70 per month
(8)	Field Training Officers	\$ 55.70 per month
(1)	Systems Administrator	\$ 55.70 per month

Specialty payments to be made for those months as prescribed by the Chief of Police in each category. Range instructors are paid only during the months May through October.

- (I) *Stand-by Duty.* During particular work periods workers in the Police

Department (Agency) will be scheduled to stand-by, which may mean the worker will be engaged to wait for mobilization. The Police Department will publish written guidelines regarding administration of this duty. There is an authorized rate that shall be fixed at an hourly rate to be applied by the number of hours of stand-by duty that is assigned in a bi-weekly period. It shall be uniform for all workers. The rate is now fixed at \$1.03 per hour not to exceed \$1,030.00 per year.

Section 11. *Parks and Recreation Department.* That subject to the provisions of this ordinance, the salary and wages for the non-elected officers and employees of the Town of Highland are hereby fixed for its **Parks and Recreation Department** as follows:

(A) Supervisory Staff or Employees

		Starting Rate	Incumbent Rate
(1) Superintendent of Parks and Recreation (1)			
With an employer provided vehicle:			\$ 2,882.37
Without an employer provider vehicle:			\$ 3,053.18
(2) Director of Recreation	(1)	\$ 2,060.75	\$ 2,060.75
(3) Recreation Supervisor	(3)	\$ 1,439.13	\$ 1,439.13-\$1,532.61
(4) Director of Parks	(1)	\$ 2,389.22	\$ 2,389.22

(B) Associate Staff and Employees

		Starting Rate	Incumbent Rate(s)
(1) Park Secretary	(1)	\$ 19.22	\$ 19.78 hr.
(2) Park Repairs Specialist	(1)	\$ 17.89	\$ 17.89 - \$ 20.05 hr.
(3) Park Specialist I	(3)	\$ 15.63	\$15.63-\$ 19.12 hr.
(4) Park Specialist II	(3)	\$ 13.18	\$ 13.18
(5) Custodians	(3)	\$ 13.18	\$ 13.18-\$13.40 hr.
(6) Part-time workers:			
Laborers	(part-time)		\$7.25 –\$13.18 per hr.
Recreation Leaders	(part-time)		\$7.25 –\$13.40 per hr.
Recreation Program Instructors			\$7.25 – \$51.50 per hr.
Temporary workers for parks division			\$9.27 - \$13.18 per hr.

Pursuant to IC 36-10-3-10(b), the Park and Recreation Board shall fix the compensation of the positions in which a range for salaries or wages are indicated in this Ordinance.

(C) Certifications. A full-time worker described below possessing a relevant professional certification from a generally accepted professional association as may be authorized or approved by the proper officer, the base rate shall have an additional compensatory adjustment according to the following schedule:

Salaried adds *Hourly adds*

Certified Park & Recreation Executive (CPRE)	\$ 77.60 bi-weekly	97¢ per hour
Certified Park & Recreation Professional (CPRP)	\$ 48.80 bi-weekly	62¢ per hour
Certified Playground Safety Inspector (CPSI).....	\$39.10 bi-weekly	48¢ per hour
Certified Master Gardener.....	\$ 39.10 bi-weekly	48¢ per hour

Pursuant to IC36-10-3-10(b), in the event of an accreditation not listed herein, the Park and Recreation Board shall fix the additional adjustment in a range not lower than that paid to a Certified Master Gardner and not higher than that fixed for the CPRE.

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

		Starting Rate	Incumbent Rate
(A) Chief of Department/ Fire Inspector (1)			\$ 2,706.30
(B) Associate Supervisory Staff or Specialty Employees			
		Starting Rate	Incumbent Rate
Assistant Chief for Logistics	(1)		\$ 436.73 per quarter
Assistant Chief for Planning	(1)		\$ 349.39 per quarter
Assistant Chiefs for Operations	(3)		\$ 349.39 per quarter
Station Captains	(2)		\$ 145.58 per quarter
Lieutenants	(7)		\$ 101.90 per quarter
Mechanics	(1)		\$ 145.58 per quarter

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

(D) *Fire Chief Limitations.* The Fire Chief shall not be entitled to additional compensation apart from his base pay plus longevity and adjustments when responding to fire or ambulance calls nor for any training nor inspection participation.

(E) *Certification/Credentialing:* That a full-time or approved paid on call firefighter described below possessing a relevant professional certification or credentialing from a generally accepted professional association, such as but not limited to the Center for Public Safety Excellence, or the International Code Council, as may be authorized or

approved by the proper officer, the base rate shall have an additional compensatory adjustment according to the following schedule:

	<i>Salaried adds</i>	<i>Hourly adds</i>
Chief Fire Officer designation (CFO)	\$ 48.80 bi-weekly	62¢ per hour
Fire Officer designation (FO)	\$ 39.04 bi-weekly	48¢ per hour
Chief Training Officer (CTO)	\$ 39.04 bi-weekly	48¢ per hour
Certified Fire Marshal (CFM)	\$ 48.80 bi-weekly	62¢ per hour

(F) Support staff

Secretary (part-time)	\$ 19.22 per hr.
Custodian (part-time)	\$ 7.25 –15.45 per hr.

(G) Fire Fighters compensation

Firefighters compensation shall be paid quarterly as follows:

- | | |
|--|--------------|
| (1) Fire Calls
<i>(per hour or fraction thereof) (see HMC Section 9.05.050)</i> | \$ 14.65 hr. |
| (2) Training
<i>(per hour or fraction thereof) (see HMC Section 9.05.050)</i> | \$ 14.65 hr. |
| (3) Special Preparedness duties/details
<i>(per hour or fraction thereof) (see HMC Section 9.05.050)</i> | \$ 14.65 hr. |
| (4) Special Maintenance (non-custodial) duties/details
<i>(per hour or fraction thereof) (see HMC Section 9.05.050)</i> | \$ 14.65 hr. |
| (5) Inspection
<i>(per hour or fraction thereof) (see HMC Section 9.05.050)</i> | \$ 10.49 hr. |

(H) Special Pay Protocols

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

Still Alarms:	\$ 51.50 per call
---------------	-------------------

- (2) Monthly General Membership Meeting:
\$1.03 per member in attendance as certified by the Fire Chief or his/her designee.

Section 13. That all portions of ordinances in conflict with this ordinance are hereby repealed and are of no further force nor effect;

Section 14. That except where otherwise noted herein, other compensation and benefits matters not expressly provided herein for salaried and hourly employees and the Clerk-Treasurer shall be as set forth in the Compensation and Benefits Ordinance, commonly called the Employee Handbook as amended from time to time. The pay period is hereby defined as bi-weekly. The bi-weekly term for such pay

represents the fourteen (14) day period, commencing at 12:01 a.m. Sunday and extending to and concluding just before Midnight of the second, following Saturday, immediately preceding the week of the scheduled payday; beginning on December 27, 2020 and continuing thereafter;

Section 15. (A) That an emergency exists for the immediate taking effect of this ordinance, which, subject to the provisions of this ordinance, shall become effective and shall remain in full force and effect from and after the date of its passage and adoption, but not sooner than January 10, 2021, pursuant to any effective dates herein described and until its repeal or amendment by subsequent enactment;

(B) That the Clerk-Treasurer shall have authority to implement the provisions of this ordinance pursuant to the authority expressly set forth in IC 36-5-6-6 (a) (3) & (4).

Introduced and Filed on the 28th day of December 2020. Consideration on same day or at same meeting of introduction sustained a vote of ____ in favor and ____ opposed, pursuant to IC 36-5-2-9.8.

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

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

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

Attest:

Michael W. Griffin, IAMC/MMC/CPFA/ACPFIM/CMO
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5; IC 36-5-2-10.2)

TOWN of HIGHLAND
Town Council Resolution No. 2020-58

A RESOLUTION of the FISCAL BODY of the TOWN of HIGHLAND FIXING the OFFICIAL FAITHFUL PERFORMANCE BOND of the MUNICIPAL FISCAL OFFICER PURSUANT to I.C. 5-4-1 et seq.

WHEREAS, The Town Council of the Town of Highland serves as both the legislative and fiscal body of the municipality, all pursuant to I.C. 36-1-2-6, I.C. 36-1-1-2-9 and I.C. 36-5-2-2;

WHEREAS, The Clerk-Treasurer is required to file an individual surety bond conditioned on the Clerk-Treasurer's faithful performance of the duties of the office of clerk-treasurer, including the duty to comply with I.C. 35-44-1-22 pursuant to I.C. 5-4-1-18(a)(2) with such filing subject to I.C. 5-4-1-9;

WHEREAS, The Highland Town Council now desires to comply with the provisions of law identified herein,

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

Section 1. That the Town Council hereby fixes the Individual surety for the clerk-treasurer for the year **2021** in the amount of Three Hundred Thousand Dollars **(\$300,000)**;

Section 2. That the Town Council hereby finds and determines that the subject amount fixed for the bond is established according to the values and thresholds set forth in I.C. 5-4-1-18(e), which particularly states in pertinent part:

(A) The amount must equal thirty thousand dollars (\$30,000) for each one million dollars (\$1,000,000) of receipts of the officer's office during the last complete fiscal year before the purchase of the bond, that amount being in Fiscal Year 2019 receipts of *thirty-eight million, six hundred one thousand, four hundred seventy-six dollars and sixty-seven cents* (\$38,601,476.67) for the purposes of the clerk-treasurer surety; and

(B) The amount may not be less than Thirty Thousand dollars (\$30,000) **nor more than** Three Hundred Thousand Dollars (\$300,000);

Section 3. That the Clerk-Treasurer be instructed and authorized to procure a surety bond pursuant to this resolution and that the proper officers take such steps as necessary to carry out the objects and purposes of this resolution;

Section 4. That the signature of the proper officer engrossed upon on the surety bond, shall represent the approval by the legislative body as set forth in IC 5-4-1-8(a)(6).

DULY RESOLVED and ADOPTED this 28th Day of December 2020, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of _____ in favor and _____ opposed.

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

Mark J. Schocke, President

Attest:

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

TOWN of HIGHLAND
Town Council Resolution No. 2020-58

A RESOLUTION of the FISCAL BODY of the TOWN of HIGHLAND FIXING the OFFICIAL FAITHFUL PERFORMANCE BOND of the MUNICIPAL FISCAL OFFICER PURSUANT to I.C. 5-4-1 et seq.

WHEREAS, The Town Council of the Town of Highland serves as both the legislative and fiscal body of the municipality, all pursuant to I.C. 36-1-2-6, I.C. 36-1-1-2-9 and I.C. 36-5-2-2;

WHEREAS, The Clerk-Treasurer is required to file an individual surety bond conditioned on the Clerk-Treasurer's faithful performance of the duties of the office of clerk-treasurer, including the duty to comply with I.C. 35-44-1-22 pursuant to I.C. 5-4-1-18(a)(2) with such filing subject to I.C. 5-4-1-9;

WHEREAS, The Highland Town Council now desires to comply with the provisions of law identified herein,

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

Section 1. That the Town Council hereby fixes the Individual surety for the clerk-treasurer for the year **2021** in the amount of Three Hundred Thousand Dollars **(\$300,000)**;

Section 2. That the Town Council hereby finds and determines that the subject amount fixed for the bond is established according to the values and thresholds set forth in I.C. 5-4-1-18(e), which particularly states in pertinent part:

(A) The amount must equal thirty thousand dollars (\$30,000) for each one million dollars (\$1,000,000) of receipts of the officer's office during the last complete fiscal year before the purchase of the bond, that amount being in Fiscal Year 2019 receipts of *thirty-eight million, six hundred one thousand, four hundred seventy-six dollars and sixty-seven cents* (\$38,601,476.67) for the purposes of the clerk-treasurer surety; and

(B) The amount may not be less than Thirty Thousand dollars (\$30,000) **nor more than** Three Hundred Thousand Dollars (\$300,000);

Section 3. That the Clerk-Treasurer be instructed and authorized to procure a surety bond pursuant to this resolution and that the proper officers take such steps as necessary to carry out the objects and purposes of this resolution;

Section 4. That the signature of the proper officer engrossed upon on the surety bond, shall represent the approval by the legislative body as set forth in IC 5-4-1-8(a)(6).

DULY RESOLVED and ADOPTED this 28th Day of December 2020, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of _____ in favor and _____ opposed.

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

Mark J. Schocke, President

Attest:

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

**The Town of Highland
Board of Works
Order of the Works Board No. 2020-48**

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

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

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

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

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

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

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

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

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

Section 1. That the agreement (incorporated by reference and made a part of this Order) between **Robin A. Carlascio** and **Theresa K. Badovich** doing business as the **Idea Factory**, and the Town of Highland, provide professional editorial services to assist and support the provision of greater information to the public regarding the operations and services of the municipality through the development and promulgation of a municipal newsletter for the period beginning **1 January 2021 through to 31 December 2021** as described herein is hereby approved, adopted and ratified in each and every respect;

Section 2. That the charges under the agreement for the services, in the amount of **\$1,893.71 per issue**, or **\$473.43 per page**, which include publishing and coordinating a monthly newsletter to be distributed as an insert in the monthly utility invoice and other related services; stock images or illustrations at **\$50** per image or illustration, custom photography or graphics at **\$100** per image or graphic, and website maintenance and services in the amount of **\$135.27 per week** are found to be reasonable and fair, all pursuant to IC 5-22-6-1 and Section 3.05.090 of the municipal code;

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

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

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

Be it so Ordered.

DULY, PASSED, ADOPTED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 28th day of December 2020 having passed by a vote of ____ in favor and ____ opposed.

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

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

Attest:

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

AGREEMENT

This Transitional Agreement made and entered into this 13th day of January 2020, by and between the **TOWN OF HIGHLAND, BY AND THROUGH ITS TOWN COUNCIL** (hereinafter referred to as the "Town"), and **ROBIN CARLASCIO and THERESA BADOVICH d/b/a THE IDEA FACTORY** (hereinafter referred to as "Idea Factory").

WITNESSETH THAT:

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

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

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

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

1. Idea Factory agrees to publish and coordinate a monthly newsletter (Gazebo Express) to be distributed in the Town of Highland.
2. The term of this Agreement shall be for one (1) month beginning **January 1, 2021**, through **December 31, 2021**. This Agreement may be extended or renewed by the Town of Highland from month to month or for a longer term based upon approval of the renewal term by the Town.
3. Idea Factory shall be paid for its services rendered pursuant to this Agreement, the sum of **\$1,893.71** per issue or **\$473.43** per page stock images or illustrations at **\$50** per image or illustration, custom photography or graphics at **\$100** per image or graphic, **as well as the website maintenance fee of \$135.27 per week** and the monthly fees shall be payable to The Idea Factory at its business address, **1 Courthouse Square, Suite 207, Crown Point, Indiana 46307**.
4. This Agreement may be cancelled by either party upon such party providing the other party thirty (30) days written notice.

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

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

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

IN WITNESS WHEREOF, this Agreement has been entered into between the parties this _____ day _____ 2020.

TOWN OF HIGHLAND

THE IDEA FACTORY

By: _____
Mark J. Schocke, President

Robin Carlascio

Attest: _____
Michael W. Griffin
Clerk-Treasurer

Theresa Badovich

**Town of Highland
Board of Works
Order of the Works Board 2020-49**

An ORDER of the WORKS BOARD APPROVING and AUTHORIZING the Town Clerk-Treasurer to Enter into a PURCHASE and MAINTENANCE AGREEMENT for MULTIPLE DIGITAL TECHNOLOGY, MULTIPLE FUNCTION PHOTOCOPY/SCANNER/PRINTER/FAXING DEVICES, pursuant to IC 5-22-10-15(b) and Section 3.05.065(Q) of the Municipal Code.

Whereas, The Town of Highland, by its Town Council, established an Information and Communications Technology Fund to affect economies, efficiencies and improved coordination of the acquisition and maintenance of certain communication and information equipment for use by the several departments of the municipality;

Whereas, The Town of Highland, through its IT Consultant and the Town Clerk-Treasurer, has determined that a need exists to acquire several new multiple function information devices, providing photocopy/printing/scanning and faxing functionality in support of the services provided by the Office of the Clerk-Treasurer, the Building and Inspection Department, the Parks and Recreation Department, the Redevelopment Department, the Parks and Recreation Department, the Public Works Department (Agency) and the Metropolitan Police Department of the Town;

Whereas, The Town Council as the Works Board of the Municipality, pursuant to Section 3.05.030(A) and (B) of the HMC serves as purchasing agency for the several departments of the municipality generally and as the body authorized to allow expenditures from the Information Communication Technology Fund, pursuant to Section 3.45.110 (E) of the Highland Municipal Code;

Whereas, The Clerk-Treasurer, pursuant to 3.05.050(D)(9) of the HMC, serves as the Purchasing Agent for the Office of the Clerk-Treasurer as well as the executive departments of the municipality;

Whereas, The Town of Highland through its Office of the Clerk-Treasurer in cooperation with the IT Director has substantially complied with the provisions of the Highland Municipal Code, **Section 3.05.060 (F)(1)**, having ascertained that both the total purchase price of the equipment sought and the annual payments under the considered three year maintenance agreement are above the recorded quote threshold of \$50,000 but below the bidding threshold of \$150,000;

Whereas, Indiana Department of Administration does conduct quantity purchasing for equipment and other assets that pursuant to a quantity purchasing agreement, the prices obtained are to be made available to political subdivisions, all pursuant to IC 4-13-1.6 or IC 5-22-17-9;

Whereas, The Town of Highland through its Office of the Clerk-Treasurer in cooperation with the IT Consultant did agree on specifications and noted that such equipment was available from an existing competitive bid fixed under a

quantity purchasing agreement made by the Indiana Department of Administration;

Whereas, The Town of Highland through its Office of the Clerk-Treasurer in cooperation with the IT Consultant did review the equipment under the quantity purchasing agreement (QPA) of the State of Indiana, contract number QPA # 1391, finding the proposal made under it by **RICOH, USA, Inc., 301 West 84th Drive** Merrillville, Indiana for a purchase price for eight multiple function information devises, providing photocopy/printing/scanning and faxing functionality for a total cost of **forty-four thousand, one-hundred fifty-five dollars (\$44,155)** and an associated maintenance agreement for a support unit cost of .0055¢ per black and white impression and .045¢ per color impression to be the a desirable proposal, which complied with all the specifications set forth by the Town, all pursuant to IC 5-22-10-15(b) and HMC Section 3.06.065(Q);

Whereas, As purchasing agency for the several departments of the municipality generally and as the body authorized to allow expenditures from the Information Communication Technology Fund, the Highland Town Council must approve any single purchase in excess of Fifteen Thousand Dollars (\$15,000) all pursuant to the Highland Municipal Code, Sections 3.05.040(C) and 3.05.050(B)(2);

Whereas, There is a sufficient and available appropriation and cash balances on credit to the Information and Communications Technology Fund to support the purchase payment and monthly maintenance under the terms of the proposed agreement and the issuance of a purchase order, all pursuant to I.C. 5-22-17-3(e) and I.C. 5-22-18-5;and,

Whereas, The Town Council now desires to approve and authorize the Clerk-Treasurer to enter into an agreement pursuant to the terms stated herein,

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

Section 1. That the purchase and maintenance unit charges as presented by the proposal of **RICOH, USA, Inc., 301 West 84th Drive** Merrillville, Indiana for a purchase price for eight multiple function information devises, providing photocopy/printing/scanning and faxing functionality for a total cost of **forty-four thousand, one-hundred fifty-five dollars (\$44,155)** and an associated maintenance agreement for a support unit cost of .0055¢ per black and white impression and .045¢ per color impression to be the a desirable proposal, which complied with all the specifications set forth by the Town, as a desirable proposal, is hereby accepted and approved in each and every respect, all pursuant to IC 5-22-10-15(b) and HMC Section 3.06.065(Q);

Section 2. That the Town Council hereby further finds and determines that the proposed purchase price and associated maintenance charges presented in the offer, which include the acquisition cost, preventative maintenance or repair and all supplies except paper are reasonable and fair;

Section 3. That the Town Council further finds and determines there is now or will be sufficient and available appropriations and cash balances on credit to the Information and Communications Technology Fund to support the

purchase and maintenance payments under the terms of the proposed agreement and authorizes the proper expenditures from these funds, all pursuant to I.C. 5-22-17-3(e);

Section 4. That the Town Clerk-Treasurer is hereby authorized and directed to execute the purchase agreement, formalize the terms of any maintenance service agreement and to execute any additional documents in order to implement the terms of this accepted proposal;

Section 5. That the Clerk-Treasurer is hereby authorized to expend appropriated funds as budgeted in order to support and implement the agreement.

Be it So Ordered

DULY, PASSED, ADOPTED AND ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 28th day of December 2020 having passed by a vote of _____ in favor and _____ opposed.

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

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

Attest:

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

Proposed Equipment

Site Address	Vendor	Current Model	Proposed Model
2450 LINCOLN ST	RICOH	SP430dn	P C 600
	RICOH	MPC6004	IMC 6000
2901 HIGHWAY AVE	RICOH	MP 5054 SP	MP 5055SP
3315 RIDGE RD	RICOH	MPC6004	IMC 6000
	RICOH	MP 5054 SP	MP 5055SP
3333 RIDGE RD	RICOH	MP 5054 SP	MP 5055SP
	RICOH	MP 9003	IMC 8000
8001 KENNEDY AVE	RICOH	MP 5054 SP	MP 5055SP

Financial Considerations RICOH Fleet



Investment Details

PRICING COMPONENTS

- **The following is included in your pricing:**
 - **Purchase off of State of Indiana QPA # 13915**
 - Delivery and Installation of all new RICOH's
 - Training on the RICOH MFP's for
 - Removal of all old equipment
 - Service is included-Dedicated RICOH technicians-Parts, Toner, Labor, Maintenance and **STAPLES**

FINANCIAL CONSIDERATIONS

CASH PURCHASE:
\$44,155.00

Service for MFP's:
pay as you go at avg
.0055 B / W
.045 Color

A PROPOSAL FOR SPECIALIZED INSURANCE
FOR LOCAL GOVERNMENTS

BLISS MCKNIGHT®, INC.

PREPARED FOR:

TOWN OF HIGHLAND, IN

YOUR BROKER:

Tom Crowel
Crowel Agency, Inc.

YOUR BLISS MCKNIGHT TEAM:

Connie Nardi Taylor
Senior Underwriter
Dave Blickhahn
Marketing Specialist
Mark Ennis
Risk Management Specialist

DATE SUBMITTED:

December 16, 2020

The Indiana state-wide municipality association, Accelerating Indiana Municipalities (AIM) endorses this Insurance and Risk Management Program, and recommends it to its members. Contact AIM for more details about this long-standing relationship.



● 2021/2022 INSURANCE PROPOSAL ●

SECTION I
LIABILITY INSURANCE
(not including Automobile Liability)

A. Limits of Liability and Deductibles proposed for each Coverage Part:

1. Multi-Class Liability Coverage Part: Occurrence Basis	\$ 5,000,000	Per Occurrence
Limit of Liability	\$10,000,000	Coverage Part Aggregate

Subject to the Limits of Liability, separate Deductibles and Sub-limits of Liability proposed for specific coverages or sub coverages, if any, are listed below.

Bodily Injury, Assault and Battery & Property Damage		
Personal Injury Liability and Advertising Liability		
Separate Deductible	\$ 10,000	Per Occurrence
Errors or Omissions Liability		
Separate Deductible	\$ 10,000	Per Occurrence
Civil Rights Coverage		
Separate Deductible	\$ 10,000	Per Occurrence
Fire Damage Legal Liability		
Sub-Limit of Liability	\$ 100,000	Per Occurrence

2. Designated Wrongful Employment Practices Liability Coverage Part: Claims Made Basis

Limit of Liability	\$ 5,000,000	Per Occurrence
Limit of Liability	\$10,000,000	Coverage Part Aggregate
Deductible	\$ 10,000	Per Occurrence

3. Employee Benefits Errors or Omissions Liability Coverage Part: Claims Made Basis

Limit of Liability	\$ 5,000,000	Per Occurrence
Limit of Liability	\$10,000,000	Coverage Part Aggregate
Deductible	\$ 10,000	Per Occurrence

● 2021/2022 INSURANCE PROPOSAL ●

This is a general list of primary proposed Insureds, coverages and some policy provisions:
See Notes, and see policy forms for full coverage details and special features.

	YES	NO
Insureds:		
1. The Entity is the Named Insured	X	
2. All Elected and Appointed Officials and Employees (including part time and temporary Employees)	X	
3. All members of Boards or Commissions	X	
4. Volunteers (rostered)	X	
Coverages: Bodily Injury and Property Damage-Occurrence Basis:		
1. Premises and Operations	X	
2. Contractual Liability (BI & PD)	X	
3. Independent Contractors	X	
4. Completed Operations	X	
5. Products	X	
6. Assault & Battery Coverage (not limited to reasonable force)	X	
7. Fire Damage Legal Liability	X	
8. Watercraft Liability (under 26 feet)	X	
9. Incidental Malpractice Liability	X	
10. Medical Malpractice Liability	X	
11. Host Liquor Liability	X	
12. Automatic Coverage of newly acquired operations	X	
13. Failure to Supply	X	
14. Sewer Backup	X	
15. Portable Water	X	
16. Mace or Pepper Spray Use	X	
Coverages: Pollution		
1. Fire Scene Pollution Liability for fire suppression operations	X	
2. Above Ground Tank Pollution Liability	X	
3. Pesticides and Herbicides Pollution Liability	X	
Coverages: Personal Injury and Advertising Injury-Occurrence Basis		
1. Contractual Liability for Law Enforcement, Fire & Civil Defense Mutual Aid Agreements	X	
2. Advertising Liability	X	
Coverages: Errors & Omissions-Occurrence Basis		
1. Attorney Professional Liability Coverage	X	
2. Fiduciary or Trustee Liability	X	

● 2021/2022 INSURANCE PROPOSAL ●

Coverages and Policy Provisions continued:

	YES	NO
Coverages: Civil Rights, Occurrence Basis		
1. Intentional Injury	X	
2. Fiduciary or Trustee Liability	X	
3. Contractual Liability for Law Enforcement, Fire & Civil Defense Mutual Aid Agreements	X	
Coverages: Law Enforcement		
1. All of the proposed liability coverages apply to Law Enforcement operations.	X	
2. Contractual liability for Law Enforcement Mutual Aid Agreements included in Bodily Injury, Property Damage, Personal Injury and Civil Rights coverages.	X	
Coverages: Designated Wrongful Employment Practices-Claims Made Basis		
1. Bodily Injury Liability	X	
2. Intentional Injury	X	
3. Sexual Harassment	X	
4. ADA Handicapped Employee Discrimination Liability	X	
5. Whistleblower Act Liability	X	
6. All Officials and Employees are Insureds	X	
Coverages: Employee Benefits Errors and Omissions Liability-Claims Made Basis		
1. Administration of Unemployment Insurance and Social Security	X	
2. Administration of Group Life, Health, and Disability Plans	X	
3. Administration of Pensions, Workers Compensation, and Savings Plans	X	
4. Administration of similar benefits plans	X	
Coverages: Terrorism Included		

NOTES:

- Coverages or provisions for which "NO" is X'd may be available, but are not included in this proposal. Check with your insurance broker to obtain a revised proposal.
- Where coverage is provided on a Claims Made Basis, coverage is limited to certain occurrences for which claims are first made against the insured during the policy period.
- Supplementary Payments are included within the Limits of Liability.
- The policy may not be audited providing our receipt of the most recent Workers Compensation Audit.
- Exclusion of Specified Perils and Operations Endorsement, L17U206 01/17, will apply (specimen attached).
- Specified Pupil Coverage Extension Endorsement, L17U201 01/17 - Pollution, Contamination and Exposure to Pollutants (specimen attached).

● 2021/2022 INSURANCE PROPOSAL ●

SECTION II
AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE COVERAGE
 Including Hired & Non-Owned Automobile Coverage

Proposed Limits of Liability and Deductibles for this Coverage Part:

A. Limits of Liability:			
1. Bodily Injury & Property Damage	\$ 5,000,000	Combined Single Limit Per Occurrence	
2. Uninsured/Underinsured Motorists	\$ 100,000	Each Accident	
3. Uninsured Motorists Property Damage Coverage			
■ Reject all UM Property Damage Coverage			
B. Physical Damage Deductibles:			
1. Comprehensive Physical Damage	\$ 1,000	(106 Units)	
2. Collision Coverage	\$ 1,000	(106 Units)	
C. Hired Automobile Physical Damage:			
1. Coverage Limit	\$ 50,000		
2. Comprehensive Deductible	\$ 1,000		
3. Collision Deductible	\$ 1,000		
D. Terrorism Coverage Included			

NOTES:

1. The Schedule of Automobiles provided by the proposed Named Insured consists of 109 units.
2. No aggregate Limit of Liability applies to the proposed Automobile Liability and Physical Damage Coverage Part.
3. The proposed policy does not include automobile medical payments coverage as Workers Compensation applies to employees while on official business.

● 2021/2022 INSURANCE PROPOSAL ●

(CHUBB)
 SECTION III
PROPERTY PACKAGE
 See attached Chubb Proposal
 (Includes Property, Equipment Breakdown, Inland Marine, Electronic Data Processing, and Crime)

* All standard terms, provisions, clauses, and exclusions of the policy form specified in Chubb's Proposal and/or discussed with.

● 2021/2022 INSURANCE PROPOSAL ●

PREMIUM RECAP SHEET

	Annual Premium
Section I Public Agency Multi-Class Liability	\$ 89,322
Section I Designated Wrongful Employment Practitioners Liability	\$ 18,881
Section I Employee Benefits Errors or Omissions Liability	\$ 1,733
Section II Comprehensive Automobile Insurance	\$127,763
Section III Property Package	\$ 76,313
Total Premium All Sections	\$314,012

This is a Renewal Quote, and as such, all expiring terms, conditions, and exclusions apply.

PAYMENT PLANS

- Sections I & II Semi Annual or Quarterly Payment Options Without Finance Charge
- Section III Quarterly Payment Option Without Finance Charge

● 2021/2022 INSURANCE PROPOSAL ●

NAMES OF COMPANIES

Sections I & II	Governmental Interinsurance Exchange
Section III	Chubb

Generally Applicable Notes:

- This proposal contemplates an integrated insurance program that includes all lines of business, pricing, terms and conditions as outlined. The lines of business, pricing, terms and conditions shown in this proposal cannot be separated without our prior agreement. If you reject individual components of the proposal or if any part of the program is cancelled and/or non-renewed, the pricing, terms and conditions of the remaining portion of the program are subject to reevaluation by the Bliss McKnight, Inc. and its Companies and all elements including program structure, pricing, terms and conditions may be subject to change.
- Additional Limits of Liability may be available for some or all coverages listed in this Proposal, and additional coverages may be available. Please check with your broker to obtain a proposal.
- This quotation is valid for thirty days from the date listed on the first page of this document.
- No oral binders are issued.
- All proposals are subject to and hereby include by reference all terms and conditions of proposed policies. This proposal is not a part of any insurance policy. Descriptions of coverage in this proposal are general, and policy terms and conditions will prevail in the event of any conflict with this proposal. Read and review with professional assistance all proposed policy forms and other insurer documents prior to acceptance of any proposal.
- All coverages and coverage provisions are subject to negotiation, but no amendment or modification of this proposal or any proposed insurance policy or other related document will be effective unless the agreement to amend or modify is in writing and is executed by the proposed Named Insured and the proposed insurer(s).
- The Bliss McKnight logo is a trademark of Bliss McKnight Properties, Inc., used under license by Bliss McKnight, Inc., and other independently owned and operated corporations.

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● 2021/2022 INSURANCE PROPOSAL ●

With respect to coverage proposed by Governmental Interinsurance Exchange in this quotation, the following Disclosure Notice applies:

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is included in your proposed policy. This policy contains coverage for certain losses caused by terrorism, including, but not limited to, "acts of terrorism" certified under the federal Terrorism Risk Insurance Act.

Definition of "Act of Terrorism"
 The definition of "act of terrorism" under the Terrorism Risk Insurance Act as amended in 2015, the definition of "act of terrorism" has changed. As defined in Section 102(D) of the Act the term "act of terrorism" means: "any act or acts that are certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life property or infrastructure; to have resulted in damage within the United States or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission, and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion."

Disclosure of Premium:
 We are required by the "Act" to notify you of the portion of the premium, if any, for this policy that is attributable to coverage for terrorist acts certified under the federal Terrorism Risk Insurance Act.

- The portion of your premium that is attributable to coverage for "acts of terrorism" is \$0.

Disclosure of Federal Participation in Payment of Terrorism Losses:

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in the following paragraph) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

The percentage federal share of terrorism losses for the following calendar years shall be:

- 85% in 2015; 84% in 2016; 83% in 2017; 82% in 2018; 81% in 2019; and 80% in 2020

Cap On Insurer Participation in Payment of Terrorism Losses

The Terrorism Risk Insurance Act as amended contains a \$100 billion cap that limits US Government reimbursement, as well as insurer's liability, for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion your coverage may be reduced.

Effect Of This Enforcement

Other than as specifically stated above, this Policy Declarations - (Supplemental) does not modify, extend or reduce coverage provided by the Policy.

I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER MY POLICY COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT. MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE MY COVERAGE, AND I HAVE BEEN NOTIFIED OF THE PORTION OF MY PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.

Name of Insured _____

Title of Authorized Official _____

Signature of Authorized Official _____

Date _____

NOTE:
ACKNOWLEDGEMENT NOT REQUIRED

CHUBB

Town Of Highland,

Thank you for the opportunity to earn your business!

In today's uncertain environment, who protects your business matters more than ever. Together with Bliss McKnight, Inc., we make it our focus to provide our clients with an unmatched level of service.

Each business that we insure is more than a policy or premium to us—each is a valued client. We're experts in our industry, and in yours. We protect many businesses like yours and have expert knowledge in the risks you face today, and will face tomorrow.

Our insurance products are backed by cutting-edge risk engineering and claims services to provide you with a holistic approach to managing risk.

All of this support allows you to focus on what matters to you most—running your business. We encourage you to check out a new resource center that's designed to explain the value of being a Chubb client.

If you have any questions about the ensuing proposal, please contact Bliss McKnight, Inc..

Thank you.

Learn more at chubb.com/getchubbinsured

States are for personal lines and commercial companies combined with Chubb. Chubb, Bliss McKnight, Inc. are not licensed in all states. Not all services available in all jurisdictions. Chubb, Bliss McKnight, Inc. are not licensed in all states. Not all services available in all jurisdictions. Chubb, Bliss McKnight, Inc. are not licensed in all states. Not all services available in all jurisdictions.

96% of clients who experienced a claim with us were highly satisfied with their experience.

Why Chubb?

- Nearly 200 years in insurance**
Stable and predictable capacity
- Operations in 54 countries**
Protect your business overseas with resources globally
- Nearly 30 industry practices**
By 2025, 90% of our risks will be most likely to face
- 70+ products**
Eliminate unopened pays in insurance with our seamlessly integrated products
- 288+ risk classes in N.A.**
Mitigate your risk with help from our loss control experts
- Superior claims reputation**
Fair and quick reimbursement after a covered claim

PREMIUM SUMMARY

Policy Type

Premium

Commercial Property	\$76,313
Federal Insurance Company	
Policy No.: 3592-21-61	
Property	\$73,749
Crime	\$2,564
Machinery Breakdown	
Taxes and Surcharges	\$0
Included in Property	

TOTAL ACCOUNT

PREMIUM	\$76,313
w/o TRIA	\$73,028

Please note the underwriting company in which this quote is being offered. All insurers of the Chubb Group of Insurance Companies share the same financial ratings.

The portion attributable to Taxes, Surcharges and Other Charges is an estimate. The Insured is responsible for the total amount, if bound, shown on the premium bill and/or premium summary, regardless of the amount shown above.

Terrorism

Portion of premium attributable for Terrorism - Included in above premium

Property	\$3,285
*Ensuing Fire	\$0
Crime	\$0
Machinery Breakdown	Included in Property

**If you elect not to purchase coverage for terrorism and your policy provides commercial property insurance in a jurisdiction that has a statutory standard fire policy, the premium shown above for Ensuing Fire is the amount attributable to the insurance provided pursuant to that statutory standard fire policy. This coverage cannot be rejected.*

***When the insured elects coverage for acts of terrorism in all underlying, and elects terrorism coverage under this policy.*

****When the insured does NOT elect coverage for acts of terrorism in ANY underlying insurance, and elects terrorism coverage under this policy.*

“**Terrorism**” refers to terrorism losses covered by the Terrorism Risk Insurance Act of the United States of America (15 USC 6701 note). Please refer to the Important Notice to Policyholders which outlines both the Federal Government’s and the Insurance Company’s obligation of payment under the Terrorism Risk Insurance Act.

CUSTOMARQ COMMERCIAL COVERAGE

Policy Number: 3592-21-61
 Federal Insurance Company
 Company:
 Effective Date: January 1, 2021 to January 1, 2022

PREMISES SCHEDULE

1. 2901 HIGHWAY AVE, HIGHLAND, IN 46322
2. 2647 45TH ST, HIGHLAND, IN 46322
3. 5TH & LITTLE CALUMET RIVER, HIGHLAND, IN 46322
4. 3333 RIDGE RD, HIGHLAND, IN 46322
5. 8001 KENNEDY AVE, HIGHLAND, IN 46322
6. MAIN SQ & RIDGE RD, HIGHLAND, IN 46322
7. 9400 SOUTHMOOR AVE, HIGHLAND, IN 46322
8. 9217 LIABLE RD, HIGHLAND, IN 46322
9. 8000 PARRISH AVE, HIGHLAND, IN 46322
10. 9401 SARIC DR, HIGHLAND, IN 46322
11. 8005 KENNEDY AVE, HIGHLAND, IN 46322
12. 2450 LINCOLN ST, HIGHLAND, IN 46322
13. JOHNSON ST & LAPORTE, HIGHLAND, IN 46322
14. 9301 SOUTH 5TH ST, HIGHLAND, IN 46322
15. 9037 PARRISH AVE, HIGHLAND, IN 46322
16. 3720 ALTI CT, HIGHLAND, IN 46322
17. 9120 GRACE ST, HIGHLAND, IN 46322
18. 8004 WICKER PARK DR, HIGHLAND, IN 46322
19. 2000 BLOCK & 37TH PLACE, HIGHLAND, IN 46322
20. 2000 LINCOLN ST, HIGHLAND, IN 46322
21. 925 EXPRESS DR, HIGHLAND, IN 46322
22. SOUTH US 41, HIGHLAND, IN 46322
23. RIDGE RD & KLEINMAN, HIGHLAND, IN 46322
24. VARIOUS PARKS, HIGHLAND, IN 46322
25. RIDGE RD & US 41, HIGHLAND, IN 46322
26. MAIN SQ, HIGHLAND, IN 46322
27. NORTH DR, HIGHLAND, IN 46322
28. FENCING, VARIOUS LOCATIONS, HIGHLAND, IN 46322
29. RIDGE RD ENTRY TO HWY, HIGHLAND, IN 46322
30. WHITE OAK PARK, HIGHLAND, IN 46322
31. 3315 RIDGE RD, HIGHLAND, IN 46322
32. VARIOUS RADIO TOWERS, HIGHLAND, IN 46322
33. 8745 COTTAGE GROVE AVE, HIGHLAND, IN 46322
34. 2917 HIGHWAY AVE, HIGHLAND, IN 46322
35. 2821 JEWETT AVE, HIGHLAND, IN 46322
36. 2815 JEWETT AVE, HIGHLAND, IN 46322

PROPERTY INSURANCE

Deductible: \$10,000
Waiting Period: 24 Hours
Extended Period: Unlimited
 The information shown above applies to:
 • all premises coverages;
 • all additional coverages; and
 • debris removal coverage.

and all premises, unless corresponding specific information is shown as applicable to a specific premises or coverage.

PREMISES COVERAGES - BLANKET LIMITS		LIMITS OF INSURANCE
Blanket Number and Coverages		
1. Building Personal Property		\$57,153,188
2. EDP Property on Premises		\$1,113,685
PREMISES COVERAGES: If "Blanket" or "Loss Limit" is shown under Limits Of Insurance as applicable to a Premises, please refer to the "Premises Coverages - Blanket Limits" section or the "Loss Limits Of Insurance" section above to determine the Limits Of Insurance applicable to such Premises. "Blanket" limits are numbered for ease of reference. If a specific limit is shown under Limits Of Insurance for a Premises Coverage, that Limit applies to such coverage, even if a "Blanket" limit applies to other Premises Coverage at such premises.		
Premises # 1 Bldg # 1: 2901 HIGHWAY AVE, HIGHLAND, IN 46322		
Building		Blanket 1
Personal Property		Blanket 1
EDP Property on Premises		Blanket 2
Fire Department Equipment on and Off Premises		\$1,000,000
Deductible \$2,500		
Premises # 1 Bldg # 2: 2901 HIGHWAY AVE, HIGHLAND, IN 46322		
Building		Blanket 1
Premises # 2 Bldg # 1: 2647 45TH ST, HIGHLAND, IN 46322		
Building		Blanket 1
Personal Property		Blanket 1
EDP Property on Premises		Blanket 2
Premises # 2 Bldg # 2: 2647 45TH ST, HIGHLAND, IN 46322		
Building		Blanket 1
Premises # 3 Bldg # 1: 5TH & LITTLE CALUMET RIVER, HIGHLAND, IN 46322		
Building		Blanket 1
Premises # 3 Bldg # 2: 5TH & LITTLE CALUMET RIVER, HIGHLAND, IN 46322		
Building		Blanket 1
Premises # 3 Bldg # 3: 5TH & LITTLE CALUMET RIVER, HIGHLAND, IN 46322		
Building		Blanket 1

Premises # 3 Bldg # 4: 5TH & LITTLE CALUMET RIVER, HIGHLAND, IN 46322		Blanket 1
Building		
Premises # 4: 3333 RIDGE RD, HIGHLAND, IN 46322		\$100,000
Money and Securities on Premises		
\$2,500 Occurrence Deductible		
Premises # 4 Bldg # 1: 3333 RIDGE RD, HIGHLAND, IN 46322		
Building		Blanket 1
Personal Property		Blanket 1
EDP Property on Premises		Blanket 2
Premises # 4 Bldg # 2: 3333 RIDGE RD, HIGHLAND, IN 46322		
Building		Blanket 1
Premises # 4 Bldg # 3: 3333 RIDGE RD, HIGHLAND, IN 46322		
Building		Blanket 1
Premises # 5 Bldg # 1: 8001 KENNEDY AVE, HIGHLAND, IN 46322		
Building		Blanket 1
Personal Property		Blanket 1
EDP Property on Premises		Blanket 2
Premises # 5 Bldg # 2: 8001 KENNEDY AVE, HIGHLAND, IN 46322		
Building		Blanket 1
Premises # 5 Bldg # 3: 8001 KENNEDY AVE, HIGHLAND, IN 46322		
Building		Blanket 1
Personal Property		Blanket 1
EDP Property on Premises		Blanket 2
Premises # 5 Bldg # 4: 8001 KENNEDY AVE, HIGHLAND, IN 46322		
Building		Blanket 1
Premises # 6 Bldg # 1: MAIN SQ & RIDGE RD, HIGHLAND, IN 46322		
Building		Blanket 1
Personal Property		Blanket 1

EDP Property on Premises	Blanket 2
Premises # 6 Bldg # 2: MAIN SQ & RIDGE RD, HIGHLAND, IN 46322	Blanket 1
Building	
Premises # 6 Bldg # 3: MAIN SQ & RIDGE RD, HIGHLAND, IN 46322	Blanket 1
Building	
Personal Property	Blanket 1
EDP Property on Premises	Blanket 2
Premises # 6 Bldg # 4: MAIN SQ & RIDGE RD, HIGHLAND, IN 46322	Blanket 1
Building	
Premises # 6 Bldg # 5: MAIN SQ & RIDGE RD, HIGHLAND, IN 46322	Blanket 1
Building	
Premises # 7 Bldg # 1: 9400 SOUTHMOOR AVE, HIGHLAND, IN 46322	Blanket 1
Building	
Personal Property	Blanket 1
EDP Property on Premises	Blanket 2
Premises # 7 Bldg # 2: 9400 SOUTHMOOR AVE, HIGHLAND, IN 46322	Blanket 1
Building	
Personal Property	Blanket 1
EDP Property on Premises	Blanket 2
Premises # 7 Bldg # 3: 9400 SOUTHMOOR AVE, HIGHLAND, IN 46322	Blanket 1
Building	
Premises # 7 Bldg # 4: 9400 SOUTHMOOR AVE, HIGHLAND, IN 46322	Blanket 1
Building	
Premises # 7 Bldg # 5: 9400 SOUTHMOOR AVE, HIGHLAND, IN 46322	Blanket 1
Building	
Premises # 8 Bldg # 1: 9217 LIABLE RD, HIGHLAND, IN 46322	Blanket 1

Building	Blanket 1
Personal Property	Blanket 1
EDP Property on Premises	Blanket 2
Premises # 8 Bldg # 2: 9217 LIABLE RD, HIGHLAND, IN 46322	Blanket 1
Building	
Premises # 8 Bldg # 3: 9217 LIABLE RD, HIGHLAND, IN 46322	Blanket 1
Building	
Personal Property	Blanket 1
EDP Property on Premises	Blanket 2
Premises # 8 Bldg # 4: 9217 LIABLE RD, HIGHLAND, IN 46322	Blanket 1
Building	
Premises # 9 Bldg # 1: 8000 PARRISH AVE, HIGHLAND, IN 46322	Blanket 1
Building	
Personal Property	Blanket 1
Premises # 9 Bldg # 2: 8000 PARRISH AVE, HIGHLAND, IN 46322	Blanket 1
Building	
Premises # 9 Bldg # 3: 8000 PARRISH AVE, HIGHLAND, IN 46322	Blanket 1
Building	
Premises # 9 Bldg # 4: 8000 PARRISH AVE, HIGHLAND, IN 46322	Blanket 1
Building	
Premises # 10 Bldg # 1: 9401 SARIC DR, HIGHLAND, IN 46322	Blanket 1
Building	
Personal Property	Blanket 1
EDP Property on Premises	Blanket 2
Premises # 10 Bldg # 2: 9401 SARIC DR, HIGHLAND, IN 46322	Blanket 1
Building	
Personal Property	Blanket 1
EDP Property on Premises	Blanket 2

Premises # 10 Bldg # 3: 9401 SARIC DR, HIGHLAND, IN 46322	Blanket 1
Building	Blanket 2
EDP Property on Premises	
Premises # 10 Bldg # 4: 9401 SARIC DR, HIGHLAND, IN 46322	Blanket 1
Building	
Premises # 10 Bldg # 5: 9401 SARIC DR, HIGHLAND, IN 46322	Blanket 1
Building	
Premises # 11 Bldg # 1: 8005 KENNEDY AVE, HIGHLAND, IN 46322	Blanket 1
Building	
Personal Property	Blanket 1
EDP Property on Premises	Blanket 2
Premises # 11 Bldg # 2: 8005 KENNEDY AVE, HIGHLAND, IN 46322	Blanket 1
Building	
Premises # 11 Bldg # 3: 8005 KENNEDY AVE, HIGHLAND, IN 46322	Blanket 1
Building	
Premises # 11 Bldg # 4: 8005 KENNEDY AVE, HIGHLAND, IN 46322	Blanket 1
Building	
Premises # 11 Bldg # 5: 8005 KENNEDY AVE, HIGHLAND, IN 46322	Blanket 1
Building	
Premises # 11 Bldg # 6: 8005 KENNEDY AVE, HIGHLAND, IN 46322	Blanket 1
Building	
Premises # 12 Bldg # 1: 2450 LINCOLN ST, HIGHLAND, IN 46322	Blanket 1
Building	
Personal Property	Blanket 1
EDP Property on Premises	Blanket 2
Rental Income	\$2,040,000

Premises # 12 Bldg # 2: 2450 LINCOLN ST, HIGHLAND, IN 46322	Blanket 1
Building	
Premises # 13: JOHNSON ST & LAPORTE, HIGHLAND, IN 46322	Blanket 1
Building	
Premises # 14: 9301 SOUTH 5TH ST, HIGHLAND, IN 46322	Blanket 1
Building	
Premises # 15: 9037 PARRISH AVE, HIGHLAND, IN 46322	Blanket 1
Building	
Premises # 16: 3720 ALTI CT, HIGHLAND, IN 46322	Blanket 1
Building	
Premises # 17: 9120 GRACE ST, HIGHLAND, IN 46322	Blanket 1
Building	
Premises # 18: 8004 WICKER PARK DR, HIGHLAND, IN 46322	Blanket 1
Building	
Premises # 19: 2000 BLOCK & 37TH PLACE, HIGHLAND, IN 46322	Blanket 1
Building	
Premises # 20 Bldg # 1: 2000 LINCOLN ST, HIGHLAND, IN 46322	Blanket 1
Building	
Premises # 20 Bldg # 2: 2000 LINCOLN ST, HIGHLAND, IN 46322	Blanket 1
Building	
Premises # 21: 925 EXPRESS DR, HIGHLAND, IN 46322	Blanket 1
Building	
Premises # 22 Bldg # 1: SOUTH US 41, HIGHLAND, IN 46322	Blanket 1
Building	
Premises # 22 Bldg # 2: SOUTH US 41, HIGHLAND, IN 46322	Blanket 1
Building	

Premises # 23: RIDGE RD & KLEINMAN, HIGHLAND, IN 46322 Building	Blanket 1
Premises # 24 Bldg # 1: VARIOUS PARKS, HIGHLAND, IN 46322 Building	Blanket 1
Premises # 24 Bldg # 2: VARIOUS PARKS, HIGHLAND, IN 46322 Building	Blanket 1
Premises # 24 Bldg # 3: VARIOUS PARKS, HIGHLAND, IN 46322 Building	Blanket 1
Premises # 24 Bldg # 4: VARIOUS PARKS, HIGHLAND, IN 46322 Building	Blanket 1
Premises # 25: RIDGE RD & US 41, HIGHLAND, IN 46322 Building	Blanket 1
Premises # 26: MAIN SQ, HIGHLAND, IN 46322 Building	Blanket 1
Premises # 27 Bldg # 1: NORTH DR, HIGHLAND, IN 46322 Building	Blanket 1
Premises # 27 Bldg # 2: NORTH DR, HIGHLAND, IN 46322 Building	Blanket 1
Premises # 28: FENCING, VARIOUS LOCATIONS, HIGHLAND, IN 46322 Building	Blanket 1
Premises # 29: RIDGE RD ENTRY TO HWY, HIGHLAND, IN 46322 Building	Blanket 1
Premises # 30: WHITE OAK PARK, HIGHLAND, IN 46322 Building	Blanket 1
Premises # 31: 3315 RIDGE RD, HIGHLAND, IN 46322 Building Personal Property	Blanket 1 Blanket 1

Rental Income Jon Boat W/9hp Motor & Inflatable Dinghy Deductible \$2,500	\$1,657,000 \$11,500
Premises # 32: VARIOUS RADIO TOWERS, HIGHLAND, IN 46322 Building	Blanket 1
Premises # 33: 8745 COTTAGE GROVE AVE, HIGHLAND, IN 46322 Building	Blanket 1
Premises # 34: 2917 HIGHWAY AVE, HIGHLAND, IN 46322 Building	Blanket 1
Premises # 35: 2821 JEWETT AVE, HIGHLAND, IN 46322 Building	Blanket 1
Premises # 36: 2815 JEWETT AVE, HIGHLAND, IN 46322 Building	Blanket 1
PREMISES COVERAGES Machinery Breakdown	LIMITS OF INSURANCE INCLUDED
ADDITIONAL COVERAGES - SPECIFIC LIMITS Mobile Equipment Deductible \$2,500 Money and Securities Off Premises Occurrence Deductible \$2,500 Ocean Cargo Goods In Transit	LIMITS OF INSURANCE \$1,200,000 \$100,000 \$50,000
EARTHQUAKE Policy Annual Aggregate Limit	LIMITS OF INSURANCE \$10,000,000
<i>Earthquake</i> Premises 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 Premises Annual Aggregate Limit Per Occurrence Limit Property Damage Per Premises/Per Occurrence Dollar Deductible Waiting Period Per Premises/Per Occurrence (Consecutive Hours)	\$10,000,000 \$10,000,000 \$50,000 24 Hours

LIMITS OF INSURANCE	
FLOOD	
Policy Annual Aggregate Limit	\$10,000,000
Flood	
<i>(Inundation, Back-Up and Mud Flow Included)</i>	
Premises 1, 4, 6, 13, 23, 25, 26, 29, 31, 33, 34, 35, 36	\$10,000,000
Premises Annual Aggregate Limit	\$10,000,000
Per Occurrence Limit	24 Hours
Per Occurrence Waiting Period (Consecutive Hours)	\$100,000
Per Occurrence Dollar Deductible	
Flood	
<i>(Inundation, Back-Up and Mud Flow Included)</i>	
Premises 2, 7, 10, 14, 18, 20, 21, 22, 24, 28, 30, 32	\$5,000,000
Premises Annual Aggregate Limit	\$5,000,000
Per Occurrence Limit	\$100,000
Per Occurrence Dollar Deductible	
Flood	
<i>(Inundation, Back-Up and Mud Flow Included)</i>	
Premises 3, 5, 8, 9, 11, 12, 15, 16, 17, 19, 27	\$1,000,000
Premises Annual Aggregate Limit	\$1,000,000
Per Occurrence Limit	
Per Occurrence Dollar Deductible	\$500,000

POLICY FORMS	
80-02-0280	07-03 SCHEDULE OF MORTGAGEES/LOSS PAYEES
80-02-1303	03-19 ADD'L PERIL-EQ LIMIT/DED OR WAITING PERIOD
80-02-1428	03-19 ADD'L PERIL-FLOOD LIMIT/DED OR WP PER OCC
80-02-0005	01-18 PROPERTY DECLARATIONS
80-02-0045	03-20 MALICIOUS PROGRAMMING EXCLUSION ADDED
80-02-0210	01-15 PROPERTY SUPPLEMENTARY DECLARATIONS
80-02-0250	07-03 SUPPLEMENTARY DEC.-RENTAL INCOME
80-02-0315	05-20 SUPP DEC - IMPAIRMENT OF COMP SERVICES
80-02-1000	03-19 BUILDING AND PERSONAL PROPERTY
80-02-1018	03-19 EXTRA EXPENSE
80-02-1047	07-03 MOBILE EQUIPMENT
80-02-1095	07-03 IMPAIRMENT OF COMPUTER SERVICES-MALICIOUS PGM
80-02-1096	03-19 RENTAL INCOME
80-02-1097	03-19 PROPERTY/BI CONDITIONS & DEFINITIONS
80-02-1300	03-19 SCHEDULED PERSONAL PROPERTY COVERAGE
80-02-1658	01-15 CAP ON CERT. TERRORISM LOSSES (ALL PREMISES)
80-02-5355	01-15 SPECIAL WAITING PERIOD PROVISION ADDED
80-02-5407	03-19 OCEAN CARGO COVERAGE ADDED
99-10-0996	04-18 IMPORTANT NOTICE-NY LOC INSPECTIONS

CUSTOMARQ PROPERTY HIGHLIGHTS

The precise coverage afforded is subject to the terms and conditions of the policies issued. The following features are subject to change based upon underwriting and may or may not be available or apply to your policy.

VALUATION

- Replacement Cost
- Cost of Replacement at any Location
- Brands & Labels
- Construction Fees
- Customs Duties
- Extended Warranties
- Ordinances or Law
- Selling Price on Finished Stock and Sold Personal Property
- Replacement Cost on Personal Property of Others, Business Personal Property You Lease and Personal Property of Employees
- Replacement Cost on Research and Development Property if repaired, replaced or reproduced
- Valuation on Tenants' I & B when not replaced - ACV
- 24 Months to Decide to Repair or Replace

\$ 250,000 BLANKET LIMIT OF INSURANCE

The automatic blanket limit applies to:

- Accounts Receivable
- Electronic Data Processing Property
- Fine Arts
- Leasehold Interest - Bonus Payment, Prepaid Rent, Sublease Profit, Tenants' Lease Interest
- Non-Owned Detached Trailers
- Outdoor Trees, Shrubs, Plants or Lawns
- Pair and Set
- Personal Property of Employees
- Public Safety Service Charges
- Research and Development Property
- Valuable Papers

The Blanket Limit of Insurance applies over all of the coverages shown above and may be apportioned at the time of loss. This Blanket Limit of Insurance applies separately at each covered premises shown in the Declarations and is subject to the Property Deductible specified in the Declarations.

Separate specific Limits of Insurance may be purchased for any of these coverages. If purchased, the blanket limit of insurance will apply in addition to the specific limit.



Western Underwriting Center
2155 West Pinnacle Peak Road
Phoenix, AZ 85027-1210

Telephone (800) 324-8223
Facsimile (877) 658-2634

RENTAL INCOME

The limits of insurance shown below are provided for the coverages shown at no additional cost to you. You may purchase increased limits of insurance for an additional premium.

	<i>Limit of Insurance</i>
Loss of Utilities (excludes Overhead Trans. Lines)	\$ 15,000
Pollutant Clean-Up or Removal	\$ 10,000
Preparation of Loss Fees	\$ 10,000

ADDITIONAL PROPERTY COVERAGES

The following Additional Coverages apply separately at each of your premises. In this proposal, any additional limits for these coverages that you have purchased are indicated at the described premises to which the increased limits apply. A policy level deductible applies to each of the Additional Coverages, unless otherwise indicated below or at the described premises

Any other location for:		
Accounts Receivable	\$ 50,000	\$ 25,000
Building Components	\$ 50,000	\$ 25,000
EDP Property	\$ 50,000	\$ 50,000
Fine Arts	\$ 50,000	\$ 25,000
Personal Property	\$ 50,000	\$ 25,000
R&D Property	\$ 50,000	\$ 25,000
Valuable Papers	\$ 50,000	\$ 25,000
Debris Removal		
25% of direct damage loss, plus:		
Premises Shown in the		
Declarations	\$ 100,000	
Any Other Location	\$ 25,000	\$ 15,000
In Transit	\$ 25,000	
Deferred Payments	\$ 25,000	
Exhibition, Fair or Trade Show:		
EDP Property	\$ 50,000	\$ 15,000
Fine Arts	\$ 50,000	
Personal Property	\$ 50,000	\$ 25,000
Extra Expense	\$ 100,000	\$ 10,000
Fungus Clean-Up or Removal	\$ 25,000	\$ 10,000
Impairment of Computer Services - Malicious Programming:		
Inside Attack	\$ 1,000	\$ 100,000
Outside Attack - Per Occurrence	\$ 1,000	\$ 1,000,000
Outside Attack - Annual Aggregate	\$ 1,000	\$ 100,000
Installation:		
Any Job Site	\$ 25,000	\$ 50,000
In Transit	\$ 25,000	\$ 25,000
In Transit for:		
Accounts Receivable	\$ 25,000	
Building Components	\$ 25,000	
EDP Property	\$ 50,000	
Fine Arts	\$ 25,000	
Personal Property	\$ 25,000	
Valuable Papers	\$ 25,000	
Loss of Master Key	\$ 15,000	
Loss Prevention Expenses	\$ 15,000	
Mobile Communication Property	\$ 15,000	
Minimum Deductible \$3,500		
Money & Securities:		
On Premises	\$ 15,000	
Off Premises	\$ 15,000	
Pollutant Cleanup or Removal	\$ 25,000	
Processing Water	\$ 10,000	
Preparation of Loss Fees	\$ 10,000	
Newly Acquired Premises Or Newly Acquired Or Constructed Property for 180 days		
Building	\$2,500,000	
Personal Property	\$1,000,000	
Personal Property at Existing Premises	\$ 100,000	
EDP Equipment	\$1,000,000	
Electronic Data	\$ 50,000	
Communication Property	\$ 50,000	
Fine Arts	\$ 25,000	

CRIME INSURANCE

COVERAGE	LIMITS OF INSURANCE	DEDUCTIBLE
Computer Theft and Funds Transfer Fraud	\$100,000	\$2,500
Depositor's Forgery	\$100,000	\$2,500
Employee Theft	\$100,000	\$2,500
Money Orders and Counterfeit Currency	\$100,000	\$2,500

POLICY FORMS

80-02-0020	04-94	CRIME DECLARATIONS
80-02-3000	07-03	CRIME

COMMON POLICY CONDITIONS

POLICY FORMS		
80-02-9001	06-98	HOW TO REPORT A LOSS
80-02-9090	06-05	COMMON POLICY CONDITIONS
80-02-9301	02-98	NAMED INSURED
80-02-9770	08-05	IN MAND CANCELLATION & WHEN WE DO NOT RENEW
80-02-9790	03-12	COND - CIVIL UNIONS OR DOMESTIC PARTNERSHIPS
80-02-9800	12-08	INSURING AGREEMENT
80-10-9108	06-95	NOTICE TO POLICYHOLDERS - INDIANA
99-10-0732	01-15	NOTICE TO POLICYHOLDERS - TRIPRA
99-10-0792	09-04	IMPORTANT NOTICE - OFAC
99-10-0872	06-07	AOD POLICYHOLDER NOTICE

The state in which this policy is issued may require that we advise you that if available, the following condition is added to your policy:
All references in the policy to "spouse" include a party to a civil union or domestic partnership recognized under the applicable law of the jurisdiction having authority.

This proposal does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Chubb from offering or providing insurance. To the extent any such prohibitions apply, this proposal is void ab initio.

FATCA COMPLIANCE

The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from Chubb U.S. insurance companies, please go to the following web site:
<http://www2.chubb.com/us-en/ta-s-foreign-account-tax-compliance-act-fatca.aspx>

This Notice pertains to the following quotation issued by an insurer of the Chubb Group of Insurance Companies. If you have more than one Chubb policy, you will receive individual notices for each policy to which the Terrorism Risk Insurance Act applies.

Mailing Date December 16, 2020

Insured Name Town Of Highland
Mailing Street Address 3333 Ridge Road
Mailing City, State, Zip Highland, Indiana 46322

Policy Type	Policy Number	Effective Date	Underwriting Company
Property	35922161	01/01/2021	Federal Insurance Company

CHUBB® IMPORTANT NOTICE TO POLICYHOLDER TERRORISM RISK INSURANCE ACT

You are hereby notified that pursuant to the Terrorism Risk Insurance Act (the "Act") we are making available to you insurance for losses arising out of certain acts of terrorism. Terrorism is defined as any act certified by the Secretary of the Treasury of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States, in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that the insurance provided by your policy for losses caused by acts of terrorism is partially reimbursed by the United States of America under the formula set forth in the Act. Under this formula, the United States of America pays 85% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the insurance. Beginning in 2016, the Federal Share will be reduced by 1% per year until it reaches 80%, where it will remain.

However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

The portion of your annual premium that is attributable to insurance for such acts of terrorism is: \$ 53,285

If you elect not to purchase coverage for terrorism and your policy provides commercial property insurance in a jurisdiction that has a statutory standard fire policy, the premium shown here for Ensuing Fire is the amount attributable to the insurance provided pursuant to that statutory standard fire policy. This coverage cannot be rejected. That amount is \$ 0

Important Notice
Form 99-10-0729 (Rev.01-15) Property - Important Notice to Policyholder Page 1 of 3

This Notice pertains to the following quotation issued by an insurer of the Chubb Group of Insurance Companies. If you have more than one Chubb policy, you will receive individual notice(s) for each policy to which the Terrorism Risk Insurance Act applies.

Mailing Date December 16, 2020

Insured Name Town Of Highland
Mailing Street Address 3333 Ridge Road
Mailing City, State, Zip Highland, Indiana 46322

Policy Type	Policy Number	Effective Date	Underwriting Company
Property	35922161	01/01/2021	Federal Insurance Company

Under the Act, you have thirty (30) days from the date of this notice to consider whether or not you wish to maintain insurance for terrorism losses covered by the Act.

If you elect not to maintain this insurance, please so indicate by placing an "X" in the space provided on the next page, sign and return this disclosure notice to your agent or broker as soon as possible. By electing not to maintain this insurance, you agree that we may attach a terrorism exclusion or sublimits to your policy. If you do not sign and return this disclosure notice, you will be deemed to have decided to maintain this insurance, subject to the next paragraph.

If you elect to maintain this insurance, you must pay the premium disclosed above, otherwise we will avail ourselves of our normal remedies for nonpayment of premium, including cancellation of your policy in accordance with its terms.

Important Notice
Form 99-10-0729 (Rev.01-15) Property - Important Notice to Policyholder Page 2 of 3

This Notice pertains to the following quotation issued by an insurer of the Chubb Group of Insurance Companies. If you have more than one Chubb policy, you will receive individual notice(s) for each policy to which the Terrorism Risk Insurance Act applies.

Mailing Date December 16, 2020

Insured Name Town Of Highland
Mailing Street Address 3333 Ridge Road
Mailing City, State, Zip Highland, Indiana 46322

Policy Type	Policy Number	Effective Date	Underwriting Company
Property	35922161	01/01/2021	Federal Insurance Company

Rejection of terrorism insurance:

I hereby reject terrorism insurance and elect to have a terrorism exclusion, sublimit or other limitation included in my policy. I understand that I will have no, or limited, coverage for losses arising from acts of terrorism.

Policyholder/Applicant's Name: _____

Policyholder/Applicant's Signature: _____

Date: _____



Cyber Insurance Quote

Insurance coverage underwritten by HSB Specialty Insurance Company | One State Street | Hartford, CT 06102-5024

This Cyber Insurance Quote is issued and delivered as surplus lines coverage pursuant to applicable surplus lines statutes. The surplus lines broker responsible for placement of this coverage is responsible for compliance with applicable surplus lines laws and regulations including completion of any declarations/affidavits and payment of any taxes.

Quote Number: 100169853
Quote Issue Date: 12/14/2020
Quote Expiration Date: 02/12/2021
Home State: IN
Underwriter: Trisha Reyes
650-850-8008
underwriting@at-bay.com

Licensed Surplus Lines Producer:
Sayata Labs
177 Huntington Avenue, PMB 88572 Suite 1703
Boston, MA 02115

Commission: TBD

This Cyber Insurance Quote proposes a **Policy** with coverage as follows:

ITEM 1: **Named Insured:**
DBA:

Town of Highland
Not Applicable
3333 Ridge Rd
Lake, IN 46322

ITEM 2: **Policy Period:**
Effective Date:
Expiration Date:

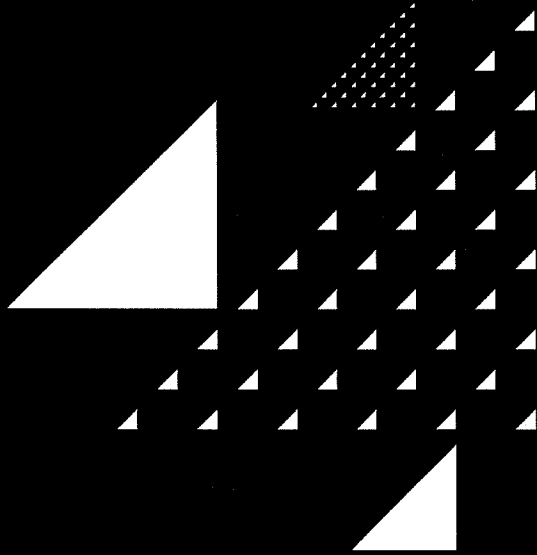
TBD at 12:01 AM local time of the **Named Insured**
TBD at 12:01 AM local time of the **Named Insured**
\$6,084.00 + 25% fee + TAX = 6,471.25
\$1,000,000.

ITEM 3: **Policy Premium:**

ITEM 4: **Aggregate Limit of Insurance:**

ITEM 5: **Notice of Claim or Cyber Event:**

claims@at-bay.com
At-Bay Insurance Services, LLC
198 Castro Street, Suite A
Mountain View, CA 94041



Cyber Insurance Quote



ITEM 6: Insuring Agreements, Sub-Limits of Insurance, and Retentions included:

Insuring Agreements:	Inclusion:	Sub-Limits of Insurance:	Retentions
A. Information Privacy			
A.1. Information Privacy Liability	Included	\$1,000,000.	\$10,000.
A.2. Regulatory Liability	Included	\$1,000,000.	\$10,000.
A.3. Event Response and Management	Included	\$1,000,000.	\$10,000.
A.4. PCI-DSS Liability	Included	\$1,000,000.	\$10,000.
B. Network Security			
B.1. Network Security Liability	Included	\$1,000,000.	\$10,000.
B.2. Event Response and Recovery	Included	\$1,000,000.	\$10,000.
C. Business Interruption			
C.1. Direct Business Interruption	Included	\$1,000,000.	\$10,000.
C.2. Contingent Business Interruption	Included	\$1,000,000.	\$10,000.
D. Cyber Extortion			
D.1. Cyber Extortion	Included	\$1,000,000.	\$10,000.
E. Financial Fraud			
E.1. Social Engineering	Included	\$250,000.	\$10,000.
E.2. Computer Fraud	Included	\$250,000.	\$10,000.
F. Media Content			
F.1. Media Liability	Included	\$1,000,000.	\$10,000.
F.2. Media Event Response	Included	\$1,000,000.	\$10,000.

If any Inclusion field for an Insuring Agreement is displayed as "Not Included," there is no coverage for such Insuring Agreement.

**** \$5,000 Retention Option is \$ 6,733.23**



ITEM 6: Continued

Insuring Agreement:	Inclusion:	Sub-Limit of Insurance:	Retention:
G. Reputational Harm			
G.1. Reputational Harm	Included	\$1,000,000.	\$10,000.

If, in ITEM 6 Continued, the Inclusion field for the G.1. Reputational Harm Insuring Agreement is displayed as "Not Included," there is no coverage for such Insuring Agreement.

Reputational Harm Indemnity Period:

180 days.

System Failure Enhancement to Business Interruption Insuring Agreements IC.1. and IC.2.

System Failure Policy Form:	Inclusion:
Contingent and Direct System Failure:	Included
System Failure Coverage Details	
Direct System Failure Limit	\$1,000,000.
Contingent System Failure Limit	\$1,000,000.
System Failure Waiting Period:	8 hours.

If the Inclusion field for the Contingent and Direct System Failure Policy Form is displayed as "Not Included," it is not included as part of this Policy.



ITEM 7: Claims Made Dates:

Claims Made Dates:	Date:
Retroactive Date	Not Applicable
Continuity Date	Inception or match expiring
Prior and Pending Litigation Date:	Inception or match expiring

ITEM 8: Policy Forms:

Form Title	Form Identification	Form Edition Date
Cyber Insurance Policy Declarations	AB-CYB-004	06/2020
Cyber Insurance Policy	AB-CYB-001	08/2018
Terrorism Risk Insurance Act Disclosure	AB-CYB-002	08/2020
Service of Process Endorsement	AB-CYB-029	08/2018
Reputational Harm Insuring Agreement	AB-CYB-034	02/2019
Contingent and Direct System Failure	AB-CYB-045	07/2020
Indiana Amendatory Endorsement	AB-CYB-IN	08/2018
War & Cyber Terrorism Enhancement	AB-CYB-064	10/2019
California Consumer Privacy Act Enhancement	AB-CYB-062	10/2019
Law Enforcement Cooperation Enhancement	AB-CYB-066	10/2019
Voluntary & Preventative Shutdown Coverage	AB-CYB-063	10/2019
Financial Fraud Funds or Securities Endorsement	AB-CYB-050	02/2019
Social Engineering Forged Instruments Carveback	AB-CYB-065	10/2019
Explicit Brickling Coverage Endorsement	AB-CYB-044	02/2019
Affirmative Pay-On-Behalf Intent (1st Party)	AB-CYB-068	04/2019



HIPAA/HITECH Betterment Coverage (\$25,000)	AB-CYB-060	04/2019
PCI-DSS Betterment Coverage (\$25,000)	AB-CYB-081	03/2020
Enhanced Settlement Provision (90/10)	AB-CYB-054	04/2019
Affirmative Voluntary Notification Costs (\$100k)	AB-CYB-056	04/2019
Contingent Bodily Injury Coverage (Sub-Limit)	AB-CYB-068	10/2019
Invoice Manipulation Coverage	AB-CYB-059	04/2019
Funds Transfer Fraud Coverage	AB-CYB-061	09/2019
Cryptoblocking & Utility Coverage (Full Limits)	AB-CYB-067	10/2019
Breach Costs Outside (Additional Limit)	AB-CYB-069	10/2019



Contingencies:

This Cyber Insurance Quote is contingent upon the acceptable underwriting review of the following information prior to the Quote Expiration Date.

1. A signed and dated version of the submitted insurance application. Application to be signed and dated by a member of the control group no more than 45 days before a bind is requested.



Authorized Signature: HSB Specialty Insurance Company

David P. Meisler — President	Jean A. Cohn — Corporate Secretary

In witness whereof, HSB Specialty Insurance Company has caused this Policy to be signed by its authorized officers.

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statements of claim containing any material, false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may subject such person to criminal and civil penalties.

This Cyber Insurance Quote is based upon information on file as of the Quote Issue Date. There is no insurance in effect as a result of the issuance of this document. We retain the right to make changes to the insurance coverage offered in this Cyber Insurance Quote due to any additional information or changes of information with respect to the **Insured** or otherwise [for any other reason] between the Quote Issue Date and the binding of the insurance **Policy**. An order of acceptance must be received by us prior to the Quote Expiration Date of this Cyber Insurance Quote for the insurance to be effective. Our offer to insure the **Named Insured** and all other **Insureds** shall be considered null and void and is rescinded on the Quote Expiration Date unless an order of acceptance is received by us prior to such date.

Any findings and reports provided to the Applicant [the **Named Insured**] with this Cyber Insurance Quote or at any other time are illustrative and are intended for informational purposes only. They are not intended to predict insurable costs and there is no bearing on any insurance **Policy**, provided by At-Bay Insurance Services, LLC or any other insurance producer or insurer. Actual costs and expenses resulting from data breaches or similar incidents may vary based on factors not reflected in such findings and reports, as well as different variables not included therein.

This Cyber Insurance Quote and any findings and reports provided to the Applicant [the **Named Insured**] are subject to the terms and conditions found at www.at-bay.com, including, without limitation, the Disclaimer of Warranties, Limitation of Liability, and Exclusion of Damages provisions contained therein.



Cyber Insurance Policy Declarations

Insurance coverage underwritten by HSB Specialty Insurance Company | One State Street | Hartford, CT 06102-6024

This Cyber Insurance Policy is issued and delivered as surplus lines coverage pursuant to applicable surplus lines statutes. The surplus lines broker responsible for placement of this coverage is responsible for compliance with applicable surplus lines laws and regulations including completion of any declarations/affidavits and payment of any taxes.

This Policy contains one or more Insuring Agreements, some of which provide liability for Claims first made against any Insured during the Policy Period, or any applicable Extended Reporting Period, and reported to us pursuant to the terms of this Policy. Claim Expenses shall reduce the applicable Aggregate Limit of Insurance and Sub-Limits of Insurance and are subject to the applicable Retentions. Please read the entire Policy carefully.

Policy Number: TBD
Policy Issue Date: <ISSUE DATE>
Home State: IN
Licensed Surplus Lines Producer: Savata Laffs
177 Huntington Avenue, PMB 88572 Suite 1703
Boston, MA 02115

This Declaration is attached to and forms part of the Policy.
ITEM 1: Named Insured:
DBA:
Town of Highland
Not Applicable
3333 Ridge Rd
Lake, IN 46322

ITEM 2: Policy Period:
Effective Date: TBD at 12:01 AM local time of the Named Insured
Expiration Date: TBD at 12:01 AM local time of the Named Insured
ITEM 3: Policy Premium:
\$6,064.00
ITEM 4: Aggregate Limit of Insurance:
\$1,000,000
ITEM 5: Notice of Claim or Cyber Event
claims@at-bay.com
At-Bay Insurance Services, LLC
196 Castro Street, Suite A
Mountain View, CA 94041



ITEM 6: Insuring Agreements, Sub-Limits of Insurance, and Retentions included:

Insuring Agreements	Inclusion	Sub-Limits of Insurance	Retentions
A. Information Privacy			
A.1. Information Privacy Liability	Included	\$1,000,000.	\$10,000.
A.2. Regulatory Liability	Included	\$1,000,000.	\$10,000.
A.3. Event Response and Management	Included	\$1,000,000.	\$10,000.
A.4. PCI-DSS Liability	Included	\$1,000,000.	\$10,000.
B. Network Security			
B.1. Network Security Liability	Included	\$1,000,000.	\$10,000.
B.2. Event Response and Recovery	Included	\$1,000,000.	\$10,000.
C. Business Interruption			
C.1. Direct Business Interruption	Included	\$1,000,000.	\$10,000.
C.2. Contingent Business Interruption	Included	\$1,000,000.	\$10,000.
D. Cyber Extortion			
D.1. Cyber Extortion	Included	\$1,000,000.	\$10,000.
E. Financial Fraud			
E.1. Social Engineering	Included	\$250,000.	\$10,000.
E.2. Computer Fraud	Included	\$250,000.	\$10,000.
F. Media Content			
F.1. Media Liability	Included	\$1,000,000.	\$10,000.
F.2. Media Event Response	Included	\$1,000,000.	\$10,000.

If any Inclusion field for an Insuring Agreement is displayed as "Not Included," there is no coverage for such Insuring Agreement.



ITEM 7: Claims Made Dates:

Claims Made Dates:	Date
Retroactive Date:	Not Applicable
Continuity Date:	Inception or match expiring
Prior and Pending Litigation Date:	Inception or match expiring

ITEM 8: Policy Forms:

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Service of Process Endorsement	AB-CYB-029	08/2016
Reputational Harm Insuring Agreement	AB-CYB-034	02/2019
Contingent and Direct System Failure	AB-CYB-045	07/2020
Indiana Amendatory Endorsement	AB-CYB-IN	08/2016
War & Cyber Terrorism Enhancement	AB-CYB-064	10/2019
California Consumer Privacy Act Enhancement	AB-CYB-062	10/2019
Law Enforcement Cooperation Enhancement	AB-CYB-066	10/2019
Voluntary & Preveritative Shutdown Coverage	AB-CYB-063	10/2019
Financial Fraud Funds or Securities Endorsement	AB-CYB-050	02/2019
Social Engineering Forged Instruments Carveback	AB-CYB-065	10/2019
Explicit Brickling Coverage Endorsement	AB-CYB-044	02/2019
Affirmative Pay-On-Behalf Intent (1st Party)	AB-CYB-068	04/2019



HIPAA/HITECH Betterment Coverage (\$25,000)	AB-CYB-060	04/2019
PCI-DSS Betterment Coverage (\$25,000)	AB-CYB-081	03/2020
Enhanced Settlement Provision (90/10)	AB-CYB-054	04/2019
Affirmative Voluntary Notification Costs (\$100K)	AB-CYB-056	04/2019
Contingent Bodily Injury Coverage (Sub-Limit)	AB-CYB-068	10/2019
Invoice Manipulation Coverage	AB-CYB-059	04/2019
Funds Transfer Fraud Coverage	AB-CYB-061	09/2019
Cryptolacking & Utility Coverage (Full Limits)	AB-CYB-067	10/2019
Breach Costs Outside (Additional Limit)	AB-CYB-069	10/2019



Authorized Signature: HSB Specialty Insurance Company

David P. Mercier — President

Jean A. Cohn — Corporate Secretary

David P. Mercier

Jean A. Cohn

In witness whereof, HSB Specialty Insurance Company has caused this **Policy** to be signed by its authorized officers.



CLAIM SCENARIO

RANSOMWARE | Public Administration

The following example is meant to illustrate a potential scenario you might encounter. It may not necessarily represent details of a specific claim.

SITUATION

An employee of a local parole/probation office accidentally clicked on a malware link. The virus was downloaded onto the company server causing all data to be encrypted. The employee then received an email demanding \$4,100 paid in bitcoin within 48 hours to receive their data files.

1,500 customer records including name, address, age and criminal offense were encrypted. The office called their insurance company's cyber response team, who responded by assigning a "breach coach", which is covered as part of the office's stand-alone cyber policy. The breach coach sent in a forensic team to assess the situation, including any computer or electronic hardware damage, and determine if paying the ransom was necessary. Concurrently, the insurance company confirmed coverage and assisted with opening a claim to minimize the effect of business interruption.

POTENTIAL IMPACT

INCIDENT RESPONSE

Incident response manager ("breach coach") fees	\$4,000
Forensic investigation costs to identify malware, analyze damage, restore encrypted files and calculate loss	\$6,600
Legal fees	\$4,000
TOTAL	\$14,600

INTERUPTION COSTS

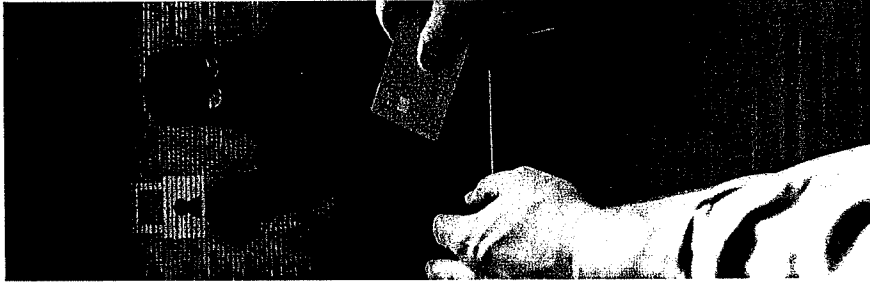
BUSINESS INTERRUPTION	\$1,070
DATA RECOVERY	\$24,476
Costs associated with replacing lost or corrupted data	\$8,075
EXTORTION/RANSOMWARE	\$41,055
RANSOMWARE	\$4,220
Damage to computer and hardware systems	\$8,220
TOTAL POTENTIAL CLAIM	\$88,746

RESOLUTION

While the business advanced regular hardware, online, the hackers also encrypted their files leaving the office no way to restore the data. The insurance company and breach coach agreed the fastest, best way to get the business back up and running was to pay the ransom.

The insurance company immediately paid the ransom via their pre-established Bitcoin account, releasing the records back to the office.

The swift assessment and payment minimized the business interruption allowing the office to resume operations.



CLAIM SCENARIO
OUTDATED SOFTWARE | Public Administration

The following example is meant to illustrate a potential scenario you might encounter. It may not necessarily represent details of a specific claim.

SITUATION

Hackers penetrated a municipal government's network from a vulnerability in an outdated software application. 25,000 citizen names, emails, social security numbers and bank information were compromised.

Local authorities received multiple complaints of suspicious activity, leading the municipality's IT department to discover an unauthorized user had accessed the system. Once discovered, the municipality called their insurance carrier who immediately brought in forensic experts to initiate the municipality's IT recovery plan and notification program.

POTENTIAL IMPACT

INCIDENT RESPONSE	\$55,000
Forensic investigation costs to isolate vulnerability, analyze damage, system consultation and calculate loss	\$137,070
Identify credit and credit monitoring services	\$26,100
Incident response fees	\$22,000
Public relations fees to mitigate reputational damage	\$26,800
Call center and customer operations to meet inquiries	\$6,500
NOTIFICATION COSTS	\$41,750
DATA RECOVERY	\$44,500
Cost associated with restoring lost or corrupted data	\$44,500
REGULATORY	\$148,200
Legal expenses arising from regulatory investigations due to mismanagement of private information	\$148,200
Legal expenses and settlement costs for claims	\$0
Business interruption	\$202,400
TOTAL POTENTIAL CLAIM	\$902,400

RESOLUTION

The municipality's cyber policy was triggered, giving them immediate access to response services. The insurance company dispatched a forensic team who quickly isolated the unauthorized user.

A claim was started immediately to help with impending legal, consulting and media response costs. The insurance company also provided forensic and incident response services, including forensic analysis, detection software, and encrypted databases.

Concurrently, officials worked with local media to notify affected citizens and offer credit monitoring services, while the legal team handled the regulatory investigation. The insurance company provided regular updates, testing, and education of all staff to minimize future breaches.

CLAIM SCENARIO
SOCIAL ENGINEERING | Public Administration

The following example is meant to illustrate a potential scenario you might encounter. It may not necessarily represent details of a specific claim.

SITUATION

A correctional facility's email were accessed by an attacker who, posing as the General Manager, asked an employee to contact the broker's bank with instructions for funds to be transferred into the leader's bank account.

When the facility discovered that unauthorized payments were made totaling \$538,800, they immediately contacted their bank to freeze the funds and notified their cyber insurance carrier. Together, they were able to recover \$467,200 of the unauthorized disbursement.

POTENTIAL IMPACT

INCIDENT RESPONSE	\$11,320
Forensic investigation costs to locate the breach, analyze damage, and ensure containment	\$8,100
Legal fees	\$50,000
FINANCIAL TRANSMISSION COSTS	\$467,200
Payments not made not recovered	\$467,200
TOTAL POTENTIAL CLAIM	\$936,820

RESOLUTION

The facility has a stand-alone cyber policy that covers social engineering as well as provides credit response services. Once the facility notified their insurance company, an IT forensic consultant was appointed to assist the facility in repairing the damage to their system as well as to prevent future attacks.

As the facility had expanded cyber crime coverage under their policy, they were reimbursed for the direct financial loss. But the deductible of this unrecovered incident's transfer was paid by their forensic and legal costs.



CLAIM SCENARIO
LOST HARDWARE | Public Administration

The following example is meant to illustrate a potential scenario you might encounter. It may not necessarily represent details of a specific claim.

SITUATION

An employee of A county clerk's office lost their laptop. An Excel file on the computer contained citizen records of 2,400 citizens, including the citizen names, emails, social security numbers, and bank information.

Once the loss was realized, the clerk's office immediately notified their insurance company who provided a "breach coach" to assess the damage and help the insured comply with regulatory and notification requirements.

POTENTIAL IMPACT

INCIDENT RESPONSE

Forensic costs to assess and contain damage

Legal fees

Public relations fees to minimize reputational impact

NOTIFICATION COSTS

DATA RECOVERY

Costs associated with replacing lost or corrupted data

REGULATORY

Settlement fees

Public liability settlements

TOTAL POTENTIAL CLAIM

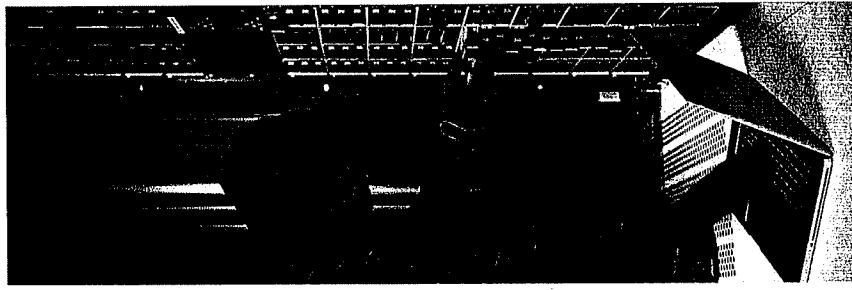
Forensic costs to assess and contain damage	\$3,770
Legal fees	\$15,380
Public relations fees to minimize reputational impact	\$11,950
NOTIFICATION COSTS	\$1,250
DATA RECOVERY	\$11,675
REGULATORY	\$22,500
Settlement fees	\$47,600
Public liability settlements	\$10,050
TOTAL POTENTIAL CLAIM	\$126,175

RESOLUTION

The breach coach assigned a forensic team, provided by the insurance company, to determine the potential scope of the personal records. The citizens were immediately notified and offered credit monitoring services.

Concurrently, the breach coach engaged a public relations agency to minimize the reputational damage, as well as alert counsel to help state legal action from the municipality.

They also assisted in notifying the Department of Health and Human Services. Once all steps were completed, the insurance company provided a settlement for the claim, as well as a corrective action plan that included employee cyber and data protection training.



CLAIM SCENARIO
FORMER OR ROGUE EMPLOYEE | Public Administration

The following example is meant to illustrate a potential scenario you might encounter. It may not necessarily represent details of a specific claim.

SITUATION

A city fire department was hacked by a former employee, whose user credentials were not deleted when they were terminated. The employee used 12,500 citizen records on the dark web including citizen names, emails, social security numbers, and bank information.

The fire department notified their insurance company immediately. The carrier provided forensic expertise, legal services, and media relations help to investigate and control the damage.

In addition, the insurance company enlisted a "breach coach" to guide the fire department in managing their actual and reputational damage.

POTENTIAL IMPACT

INCIDENT RESPONSE

Forensic investigations costs to analyze damage and secure data

Identify theft and credit monitoring services

Legal fees

Public relations fees to minimize reputational impact

Call center set up and operation to field inquiries

NOTIFICATION COSTS

DATA RECOVERY

Costs associated with replacing lost or corrupted data

TOTAL POTENTIAL CLAIM

Forensic investigations costs to analyze damage and secure data	\$23,690
Identify theft and credit monitoring services	\$11,500
Legal fees	\$24,900
Public relations fees to minimize reputational impact	\$72,500
Call center set up and operation to field inquiries	\$11,000
NOTIFICATION COSTS	\$2,700
DATA RECOVERY	\$18,200
Costs associated with replacing lost or corrupted data	\$125,160
TOTAL POTENTIAL CLAIM	\$1,250,160

RESOLUTION

The forensic team quickly identified the breach and worked with the fire department to assist with the investigation. The insurance company provided forensic expertise, legal services, and media relations help to investigate and control the damage. The insurance company recommended seeking legal counsel to pursue civil action against the former employee.

Concurrently, the fire department, in tandem with the media relations team, responded quickly and proactively to the media. Finally, the insurance company and forensic team recommended an updated cyber response plan that included more robust IT policies and procedures as well as server and technological updates. The fire department implemented these updates, the costs and reputational damage to the fire department were minimized.

CYBER INSURANCE GLOSSARY

- BUSINESS INTERRUPTION**
Cyber business interruption covers the net profit earned before taxes that would have been earned had there been no interruption due to a cyber event.
- BI (BUSINESS INTERRUPTION) WAITING PERIOD**
A predetermined amount of time that must elapse before any loss or expenses are considered covered by business interruption insurance.
- BICKING**
Covers the cost to replace computer and electronic hardware that's rendered inoperable due to failure or purposeful attacks.
- COMPUTER FRAUD**
Insures against theft of funds or property specifically stolen by using cyber methods to transfer money or property from the victim.
- CONTINGENT BUSINESS INTERRUPTION**
A contingent business interruption loss occurs when a third-party supplier or service provider experiences an interruption of service due to a cyber event and that event directly impacts the policy holder's ability to produce a product or provide a service.
- CYBER CRIME**
Any type of illegal activity that occurs using digital means. Examples of cybercrime are extortion/ransomware, phishing, social engineering, and wire transfer fraud.
- DATA RECOVERY**
Covers the costs of recovering lost data due to a breach.
- DATA RESTORATION**
The process of copying backup data from secondary storage and restoring it to its original or a new location. Data restoration is done to return data that has been lost, stolen or damaged.
- EXTORTION/RANSOMWARE COVERAGE**
Coverage for the damage done to a business due to a cyber breach or attack including possible ransom payments to release key systems and data.
- FIRST PARTY CLAIM**
Where a policy holder files a claim triggered by a cyber breach or other qualifying event directly with their insurance company.
- FUNDS TRANSFER FRAUD**
Covers the loss stemming from unauthorized instructions from a third party to a bank without the victim's knowledge.
- MEDIA (LIABILITY)**
Provides coverage against media-related damage such as libel, privacy invasion, copyright infringement, and plagiarism stemming from the party holder's media activities (e.g. website content, printed articles).
- NOTIFICATION COSTS**
Covers the cost of notifying affected individuals in the event of a data breach. Customer notification is often required by law.
- PCI (PAYMENT CARD INDUSTRY)**
Coverage for assessments, fines or penalties imposed by banks or credit card companies due to non-compliance with the Payment Card Industry Data Security Standard (PCI DSS).

* All of the above are general terms which may vary based on context. Please consult the quote or ask an agent/broker for precise definitions and details.

CYBER INSURANCE GLOSSARY (CONTINUED)

- PRIVACY REGULATORY LIABILITY (REGULATORY)**
Covers the loss a company sustains as a result of regulatory investigations and claims.
- SOCIAL ENGINEERING COVERAGE**
Covers unintended payments made to cybercriminals who, through deception, convinced an employee or officer of a company to transfer funds to the criminal.
- THIRD PARTY CLAIM/LIABILITY CLAIM**
When a third party files a claim or lawsuit against the policy holder alleging that the policy holder caused some damage to the third party due to a cyber event.

* All of the above are general terms which may vary based on context. Please consult the quote or ask an agent/broker for precise definitions and details.

CYBERSECURITY GLOSSARY

- DDOS (DISTRIBUTED DENIAL OF SERVICE) ATTACK**
A DDOS attack is a malicious attempt to disrupt or shut down a website by overwhelming the website with a flood of internet traffic.
- MALWARE (MALIGNANT SOFTWARE)**
A program designed to infiltrate a computer or computer system to steal sensitive information and/or damage a computer or computer system.
- PATCH**
A software change or update. A patch is often used to repair flaws or bugs in the software as well as introduce new features and capabilities.
- PENETRATION TESTING (PENTESTING)**
A security test where security experts mimic hackers to expose weaknesses in a computer or computer system.
- PHISHING**
A message from a hacker that tries to collect sensitive information from you or your business. These messages are dressed up to look like a bank, business or government entity you do business with. Phishing attacks can take place over e-mail, text messages, through social networks or via smartphone apps.
- TWO-FACTOR/MULTI-FACTOR AUTHENTICATION**
Two or more ways to prove your identity before being allowed access to a site, account or system. This provides an additional layer of security beyond your password.
- VULNERABILITY**
Any weakness in a computer or software that a hacker could exploit to cause harm.

REGULATORY GLOSSARY

- CALIFORNIA CONSUMER PRIVACY ACT (CCPA)**
CCPA is legislation designed to protect the privacy rights and collected information of California residents including data held by companies outside of California.
- GENERAL DATA PROTECTION REGULATION (GDPR)**
GDPR is a European Union (EU) law that helps all businesses, regardless of location, to protect the privacy and personal data collected about EU citizens, including the right of complete data removal.
- HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**
HIPAA is a federal law that provides privacy standards to protect patient medical records and other health information provided to health plans, doctors, hospitals and other health care providers.
- PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS (PCI DSS)**
Widely accepted set of policies and procedures intended to protect cardholders against misuse of their personal information. The PCI DSS was created jointly in 2004 by four major credit-card companies: Visa, MasterCard, Discover and American Express.
- RED FLAGS RULE**
A federal regulation that requires financial institutions to have an official plan and process in place designed to protect consumers from identity theft.

* All of the above are general terms which may vary based on context. Please consult the quote or ask an agent/order for precise definitions and details.

ACKNOWLEDGMENT OF REJECTED COVERAGE

This page should only be signed if the applicant decided not to purchase the insurance coverage mentioned below.

I understand and acknowledge that the following insurance policies have been offered to me and that I have decided not to purchase the coverage at this time:

■ CYBER LIABILITY INSURANCE

The potential financial impact of not having these important coverages has been explained to me and I realize that my rejection of these options may result in the denial of claims in the future.

Signed: _____

Company: Town of Highland

Date: _____

FAQ

WHAT IS CYBER INSURANCE?

When a breach occurs, cyber insurance covers the range of expenses that arise. These include identifying and solving the breach, recovering data, customer notifications, PR costs, possible credit monitoring expenses, legal expenses, potential fines from compliance regulators, extortion costs from ransomware, and general business interruption.

DO HACKERS REALLY BOTHER WITH ATTACKING SMALL BUSINESSES?

Yes, hackers use technology to scan the internet for businesses with weak defenses regardless of the size of the business. A recent Verizon report notes that 43% of all cyber attacks are against small businesses. More, 53% of small businesses had a breach in the last 12 months. Any business with a computer and an internet connection is at risk – even if you don't sell anything on your website.

WHAT'S COVERED?

First-party coverage – Intends to cover damages a business suffers because of a cyber breach. This can include things like investigative services, business interruption coverage and data recovery.
 Third-party coverage – Intends to cover damages if a business' customers or partners are affected by a cyber attack. This can include legal fees, settlement costs, security failures and media liabilities.
 Cyber crime – Intends to cover damage due to any type of illegal activity that occurs using digital means. Examples of cybercrime are extortion/ransomware, phishing, social engineering, and wire transfer fraud.

DOESN'T MY CURRENT BUSINESS INSURANCE INCLUDE CYBER ATTACKS?

Many general business protection policies only partially cover damage from cyber events, if at all. As mentioned above, cyber coverage protects against the vast array of possible damages, expenses, and lost business that can occur from a cyber attack.

WHAT SHOULD I CONSIDER WHEN CHOOSING BETWEEN PURCHASING A STAND-ALONE CYBER POLICY VS. ADDING AN ENDORSEMENT TO AN EXISTING POLICY?

To be fully protected, ensure you have all coverages – first-party, third-party, and cyber crime. Further, since some cyber events can result in large expenses, confirm you have adequate sublimits for each of these above coverages.

WHY DO I NEED A "BREACH COACH"?

If your company gets hacked, you will need a breach coach to get your business back up and running fast. When a breach occurs, you need to assess and contain the damage, notify affected parties (e.g. customers and vendors), evaluate and act on the legal ramifications from affected customers to regulatory bodies, and more. A breach coach will quickly assemble the right response team to deal with these issues. Without an expert it all falls on you, costing you time and money while adversely affecting your business. Fortunately, most insurance companies now provide a breach coach as part of a greater suite of services when you purchase stand-alone cyber insurance coverage.

DO SMALL BUSINESSES NEED CYBER INSURANCE IF THEY PRACTICE GOOD CYBER HYGIENE?

Being properly protected definitely helps. However, there is no way to fully protect against new threats. Hackers are always adapting to overcome cyber defenses with new versions of current threats or creating brand new methods of attacking businesses. Human error can also be a significant cybersecurity risk. For example, a single employee could be tricked into providing business and exposing your data. Even if you use a third-party vendor for business services, as the data owner, you may be legally responsible. A thorough cyber insurance policy is part of your overall risk management plan to ensure your business runs smoothly.

* All of the above is general information which may vary based on context. Please consult the quote or ask an agent/broker for precise definitions and details.



V. Definitions

Wherever appearing throughout this Policy, the following terms appearing in bold face type, whether used in their singular or plural form, shall have the meanings set forth in this Section V. Definitions:

- Aggregate Limit of Insurance** means the amount stated in ITEM 4 of the Declarations.
- Application** means all applications, including any information and statements attached thereto, submitted to us by, or on behalf of, any Insured in connection with the underwriting and issuance of this Policy. All such applications, attachments, information, and materials are deemed attached to and incorporated into this Policy.

With respect to publicly held companies, **Application** also means each and every public filing made with the Securities Exchange Commission by or on behalf of any Insured, including but not limited to any Insured Organization's Annual Report(s), 10-Ks, 8-Ks, and proxy statements, provided that such public filing was filed during the period of time:

- beginning at the start of the twelve (12) month period immediately preceding the first submission to us in connection with the underwriting of this Policy; and
- ending at the effective date of the Policy Period.

- Bodily Injury** means physical injury, sickness, or disease and any resulting mental anguish, mental injury, shock, humiliation, or death.

- Business Interruption Loss** means the following amounts incurred by an Insured Organization during the Period of Restoration:
 - net profit before income taxes that would have been earned had no System Disruption of Insured Computer Systems occurred;
 - net loss before income taxes that would have been avoided had no System Disruption of Insured Computer Systems occurred;
 - the Insured Organization's continuing normal operating and payroll expenses; and
 - costs to retain the services of a third party forensic accounting firm to determine the amounts of Business Interruption Loss described in paragraphs V.4.a.–V.4.c. above, subject to our prior consent.

- Change of Control** means:
 - the acquisition by another person, entity, or group of person or entities acting together, of more than fifty percent (50%) of the outstanding securities, or ownership interests representing the majority and present right to control, elect, appoint or designate the Board of Directors, Board of Trustees, Board of Managers, or functional equivalent thereof, of the Named Insured;
 - the acquisition by another person, entity, or group of person or entities acting together of all, or substantially all, of the Named Insured's assets such that the Named Insured is not the surviving entity; or



c. the merger or consolidation of the **Named Insured** into or with another entity or group of entities acting together such that the **Named Insured** is not the surviving entity.

6. **Claim** means any:

- a. written demand, request, or assertion seeking monetary damages, or non-monetary or injunctive relief;
- b. civil proceeding, investigation, or suit commenced by service of a complaint, notice, request for information, or similar proceeding seeking monetary damages or non-monetary or injunctive relief;
- c. arbitration, mediation, or similar alternative dispute resolution proceeding commenced by the receipt of a complaint, written demand, or similar proceeding seeking monetary damages or non-monetary or injunctive relief;
- d. criminal proceeding commenced by the filing of charges, arrest or detainment, or a return of an indictment or similar document;
- e. request to toll or waive a statute of limitations applicable to a **Claim** referenced in paragraphs V.6.a.-V.6.d. above;
- f. formal appeal of a **Claim** referenced in paragraphs V.6.a.-V.6.d. above;
- g. with respect to Insuring Agreement I.A.2., any **Claim** referenced in paragraphs V.6.a.-V.6.f. above which is a **Regulatory Claim**; or
- h. with respect to Insuring Agreement I.A.4., any **Claim** referenced in paragraphs V.6.a.-V.6.f. above which is a **PCI-DSS Claim**.

7. **Claim Expenses** means reasonable and necessary:

- a. attorneys' fees, mediation and arbitration expenses, expert witness and consultant fees and attendance expenses, and other fees and costs incurred by us, or by an **Insured** with our prior written consent, in the investigation and defense of a **Claim**; and
- b. premiums for any appeal bond, injunction bond, attachment bond, or any similar bond, although we shall have no obligation to furnish such bond.

Claim Expenses shall not include salaries, wages, or other compensation of any **Insured Person**; except to the extent that such **Claim Expenses** are expenses incurred to secure and obtain a member of the **Control Group's** attendance at any mediation, arbitration, hearing, depositions, or trial in connection to the investigation and defense of a **Claim**.

8. **Computer Crimes** means the intentional, fraudulent, or unauthorized input, destruction, or modification of electronic data or computer instructions into **Computer Systems** by any entity which is not an **Insured Organization** or person who is not an **Insured Person**, provided that such **Computer Crimes** cause:

- a. **Funds or Securities** to be transferred, paid, or delivered; or
- b. an account of the **Insured Organization**, or of its customer, to be added, deleted, debited, or credited.

9. **Computer Crime Loss** means the **Insured Organization's** loss of **Funds or Securities**.

10. **Computer System** means **Insured Computer Systems** and **External Computer Systems**.



11. **Contingent Business Interruption Loss** means the following amounts incurred by an **Insured Organization** during the **Period of Restoration**:

- a. net profit before income taxes that would have been earned had no **System Disruption of External Computer Systems** occurred;
- b. net loss before income taxes that would have been avoided had no **System Disruption of External Computer Systems** occurred;
- c. the **Insured Organization's** continuing normal operating and payroll expenses; and
- d. costs to retain the services of a third party forensic accounting firm to determine the amounts of **Contingent Business Interruption Loss** described in paragraphs V.11.a.-V.11.c. above, subject to our prior consent.

12. **Control Group** means an **Insured Organization's** Chief Executive Officer, Chief Financial Officer, Chief Security Officer, Chief Technology Officer, Chief Information Officer, Risk Manager, General Counsel, or any functionally equivalent positions, regardless of title.

13. **Corporate Information** means any confidential or proprietary information of an entity, other than an **Insured Organization**, which:

- a. an **Insured Organization** is contractually or legally required to hold or maintain in confidence; or
- b. is not known or accessible by the general public.

Corporate Information does not include **Protected Personal Information**.

14. **Credit Monitoring Loss** means reasonable and necessary costs and expenses incurred or paid by an **Insured Organization** to:

- a. establish and maintain call center services to be used by natural persons whose **Protected Personal Information** was impacted in an **Information Privacy Event**;
- b. provide credit monitoring, freezing, or thawing services to natural persons whose **Protected Personal Information** was impacted in an **Information Privacy Event**;
- c. provide identity theft identification and restoration services to those natural persons whose **Protected Personal Information** was impacted in an **Information Privacy Event**; and
- d. retain the services of a **Cyber Response Firm** to provide consultative and professional services related to **Credit Monitoring Loss** described in paragraphs V.14.a.-V.14.c. above.

Credit Monitoring Loss includes costs and expenses incurred in order to comply with applicable **Privacy Regulations** and shall follow the law of the applicable jurisdiction which most favors coverage for such costs and expenses. Those costs and expenses not required to comply with **Privacy Regulations** require our prior consent.

15. **Cyber Event** means an **Information Privacy Event**, **Network Security Event**, **Extortion Threat**, **Fraudulent Inducement Instructions**, **Computer Crimes**, **System Disruption**, and, with respect to Insuring Agreement I.F.2. only, a **Media Wrongful Act**.

16. **Cyber Response Firm** means:

- a. any firm listed on our pre-approved response provider list, available upon request from us; or
- b. a firm not part of paragraph V.16.a. above, but only with our prior written consent.



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17. **Damages** means any amounts an **Insured** becomes legally obligated to pay on account of any **Claim**, including:
- compensatory damages, settlements, and judgments;
 - awards of prejudgment and post-judgment interest;
 - sums for deposit in a consumer redress fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement;
 - punitive, exemplary, or multiplied damages and awards; provided, however, that punitive, exemplary, or multiplied damages and awards shall only be included as **Damages** to the extent insurable under the applicable laws of any jurisdiction which most favors coverage and which has a substantial relationship to an **Insured**, us, this **Policy**, or the **Claim** giving rise to such **Damages**;
 - with respect to a **PCI-DSS Claim** under Insuring Agreement I.A.4., any **PCI-DSS Penalties** and **PCI-DSS Response Expenses**; and
 - with respect to a **Regulatory Claim** under Insuring Agreement I.A.2., any **Regulatory Penalties**, **GDPR Penalties**, and **Regulatory Assessments and Expenses**.

Damages shall not include:

- fines, penalties, taxes, or sanctions imposed against an **Insured**; except to the extent such fines, penalties, taxes, or sanctions are insurable under the applicable laws of any jurisdiction which most favors coverage and which has a substantial relationship to an **Insured**, us, this **Policy**, or the **Claim** giving rise to such **Damages**; are **PCI-DSS Penalties** otherwise covered under Insuring Agreement I.A.4., or **Regulatory Penalties**, **GDPR Penalties**, or **Regulatory Assessments and Expenses** otherwise covered under Insuring Agreement I.A.2. of this **Policy**;
- costs to comply with any injunctive, remedial, preventative, or other non-monetary or declaratory relief; or
- any matters deemed uninsurable under the laws pursuant to which this **Policy** is construed.

18. **Data Recovery Loss** means reasonable and necessary costs and expenses incurred or paid by an **Insured Organization** to:

- replace and restore corrupted, destroyed, lost, or stolen software;
- re-create and recover corrupted, destroyed, lost, or stolen data in electronic form which is, or was, stored on a **Computer System**;
- re-create and recover corrupted, destroyed, lost, or stolen data in non-electronic form for which there is no electronic source available; and
- to retain the services of a **Cyber Response Firm** to provide consultative and professional services related to **Data Recovery Loss** described in paragraphs V.18.a.-V.18.c. above.

19. **Employee** means any natural person whose work or service is or was guided and engaged by an **Insured Organization**, including full-time or part-time laborers, interns, volunteers, seasonal or temporary laborers, or laborers whose service or work is or was leased by or to an **Insured Organization**.



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20. **External Computer Systems** means any computer hardware, software, firmware, wireless device, voice based telecommunication system, operating system, virtual machine, as well as any data stored thereon, and:
- associated input, output, processing, data storage, and mobile devices, networks, operating systems, application software, networking equipment, storage area networks, and other electronic data storage or backup facilities;
 - includes, but is not limited to, associated telephone systems (including "PBX", "CBX", "Merlin", or "VoIP"), remote access systems (including "DISA"), peripheral communication equipment and systems, industrial control systems (including "SCADA"), Internet of Things (commonly referred to as "IoT"), media libraries, extranets, and offline electronic data storage facilities; and
 - includes, but is not limited to, associated application hosting, cloud services, cloud computing platforms, data hosting, data storage, co-location, data back-up, data processing, and infrastructure as a service;

which are operated for an **Insured's** benefit by a third party under written contract between such third party and **Insured**.

21. **Extortion Loss** means reasonable and necessary costs and expenses incurred or paid by an **Insured Organization** to:

- make payment of any funds, digital currencies ("crypto-currencies"), marketable goods, services, or other assets to the person or group which is believed to be responsible for, and to have made, such **Extortion Threat**;
- reduce or mitigate the severity of **Extortion Loss** described in paragraph V.21.a. above; and
- retain the services of a **Cyber Response Firm** to provide consultative and professional services related to **Extortion Loss** described in paragraphs V.21.a. and V.21.b. above.

22. **Extortion Threat** means any credible threat or series of related threats made to an **Insured** by a third party person or group, or by a rogue **Employee** who is not a member of the **Control Group** and who is acting in a manner not authorized by the **Insured Organization**, which threatens to take any of the following actions unless an **Insured** pays such group or person the funds demanded, or meet some other non-monetary demand, in exchange for the mitigation or removal of such threat:

- cause an **Information Privacy Event** or **Network Security Event**;
- alter, corrupt, damage, manipulate, misappropriate, encrypt, delete, or destroy any **Computer System**, **Corporate Data**, or **Protected Personal Information**;
- restrict or inhibit access to a **Computer System**; or
- any action connected to the continuation or furthering of any already commenced action referenced in paragraphs V.22.a.-V.22.c. above.

23. **Extra Expense** means reasonable and necessary costs and expenses incurred or paid by an **Insured Organization** to:

- reduce the **Period of Restoration**;
- secure **Computer Systems** such that a similar **System Disruption** is avoided in the future; and
- retain the services of a **Cyber Response Firm** to provide consultative and professional services related to **Extra Expense** described in paragraphs V.23.a.-V.23.c. above.

24. **First Party Coverage** means Insuring Agreement(s) IA.3., IB.2., IC.1., IC.2., ID.1., IE.1., IE.2., and IF.2.
25. **Fraudulent Inducement Instructions** means the misrepresentation of one or more facts by a third-party person or entity via email or other means of electronic communication with the intent of misleading an Insured into transferring **Funds or Securities**.
26. **Fraudulent Inducement Loss** means an **Insured Organization's** loss of **Funds or Securities**.
27. **Funds or Securities** means any medium of exchange, including any written negotiable or non-negotiable instruments representative of such, which is authorized or adopted by a foreign or domestic government and in current use, including bank notes, travelers' checks, money orders, currency, bullion, and coins.
- Funds or Securities** does not include any crypto-currencies or crypto-assets.
28. **GDPR Penalties** means **Regulatory Penalties** an **Insured** becomes legally obligated to pay as a result of a **Regulatory Claim** for such **Insured's** actual, alleged or reasonably suspected non-compliance with the General Data Protection Regulation Standard, as amended.
29. **Independent Contractor** means any natural person, agent, or single person entity who is not an **Employee** but performs work for an **Insured Organization** pursuant to a written contract or agreement.
30. **Information Privacy Event** means any actual or reasonably suspected:
- failure to prevent unauthorized access to **Protected Personal Information**;
 - failure to properly manage, handle, store, protect, disclose, destroy, control, or collect **Protected Personal Information**;
 - violation of any **Privacy Regulations**, including, but not limited to, the wrongful collection or disclosure of **Protected Personal Information**;
 - failure to comply with those portions of a **Privacy Policy** which govern the collection, dissemination, confidentiality, integrity, accuracy, disclosure, sale, access, or availability of **Protected Personal Information**;
 - failure to provide natural persons whose **Protected Personal Information** an **Insured** stores or maintains to access, delete, or amend their **Protected Personal Information** as required by any **Privacy Regulation**, including, but not limited to, the "Right to be Forgotten" or "Right to Erasure" as described in the General Data Protection Regulation Standard, as amended;
 - failure to provide notification of any **Information Privacy Event** as required by any **Privacy Regulation**; or
 - failure to disclose an actual or potential **Information Privacy Event** as required by any **Privacy Regulation**.
31. **Information Privacy Wrongful Act** means any actual or alleged error, misstatement, misleading statement, act, omission, neglect, breach of duty, or other offense committed or attempted by an **Insured**, based upon or resulting in an **Information Privacy Event**.
32. **Insured** means the **Insured Organization** and any **Insured Person**.

33. **Insured Computer Systems** means any computer hardware, software, firmware, wireless device, voice based telecommunication system, operating system, virtual machine, as well as any data stored thereon, and:
- associated input, output, processing, data storage, and mobile devices, networks, operating systems, application software, networking equipment, storage area networks, and other electronic data storage or backup facilities; and
 - includes, but is not limited to, associated telephone systems (including "PBX," "CBX," "Merlin," or "VoIP"), remote access systems (including "DISA"), peripheral communication equipment and systems, industrial control systems (including "SCADA"), Internet of things (commonly referred to as "IIOT"), media libraries, extranets, and offline electronic data storage facilities;
- which are rented, leased, owned, or operated by an **Insured** or which are operated solely for an **Insured's** benefit by a third party under written contract between such third party and **Insured**.
34. **Insured Organization** means the **Named Insured** and any **Subsidiaries**.
- Insured Organization** also means any entity as a debtor in possession or the bankruptcy estate of such **Insured Organization** under the United States bankruptcy law, or foreign equivalent.
35. **Insured Person** means any past, current or future natural person:
- Employee**, director, officer, trustee, partner, general partner, managing partner, managing member, LLC member, or principal of an **Insured Organization**, but only with respect to a **Wrongful Act or Cyber Event** committed within the scope of such natural person's duties performed on behalf of such **Insured Organization**; or
 - Independent Contractor**, but only with respect to a **Wrongful Act or Cyber Event** committed within the scope of such **Independent Contractor's** duties performed on behalf of the **Insured Organization** and only if the **Insured Organization** indemnifies such **Independent Contractor**.
36. **Legal Services Loss** means reasonable and necessary costs and expenses incurred or paid by an **Insured Organization** to:
- determine the applicability of any notifications, communications, actions, or other services required or necessary for the **Insured Organization** to comply with applicable **Privacy Regulations**;
 - "draft" and develop letters, documents, or other materials to properly notify the natural persons whose **Protected Personal Information** was, or may have been, wrongfully disclosed, accessed, acquired, or otherwise compromised or impacted as a result of the applicable **Information Privacy Event**;
 - provide any legally required communications and reporting services to any regulatory, administrative, or supervisory authority; and
 - retain the services of a **Cyber Response Firm** to provide legal, consultative, and professional services related to **Legal Services Loss** described in paragraphs V.36.a.-V.36.c. above.
- Legal Services Loss** includes costs and expenses incurred in order to comply with applicable **Privacy Regulations** and shall follow the law of the applicable jurisdiction which most favors coverage for such costs and expenses. Those costs and expenses not required to comply with any applicable **Privacy Regulations** require our prior consent.



37. Loss means:
- a. **Reward Expense Loss, Technical Response Loss, Public Relations Loss, Legal Services Loss, Notification Loss, Credit Monitoring Loss, Data Recovery Loss, System Restoration Loss, Business Interruption Loss, Contingent Business Interruption Loss, Extra Expense, Extortion Loss, Fraudulent Inducement Loss, and Computer Crimes Loss.**

Loss shall not include:

- b. salaries, benefits or other compensation payable to **Insured Persons**, except to the extent covered under Insuring Agreement(s) IC.1 and IC.2;
- c. an **Insured Organization's** internal operating costs, expenses, or fees, except to the extent covered under Insuring Agreement(s) IC.1 and IC.2;
- d. taxes, fines, penalties, or amounts for injunctive relief or sanctions;
- e. **Funds or Securities** in the care, custody, or control of an **Insured**, except to the extent covered under Insuring Agreement(s) ID.1, IE.1, and IE.2; or
- f. costs or expenses incurred to update, improve, enhance, or replace privacy or network security controls, policies or procedures, or **Computer Systems** to a level beyond that which existed prior to the applicable **Cyber Event**, except to the extent we have recommended and provided prior consent to incur such costs or expenses, including:
 - i. claim avoidance related costs or expenses anticipated under **Extra Expense**; and
 - ii. incremental improvement costs or expenses anticipated under **System Restoration Loss**.

38. **Malicious Code** means any software or computer program that is:

- a. purposefully designed to adversely affect, intentionally harm, or dishonestly monetize any computer hardware, software, firmware, wireless device, operating system, virtual machine, and the data stored thereon or any components thereof, including, but not limited to, industrial control systems (SCADA), IoT, VoIP telephone systems, media libraries, extranets, offline storage facilities (to the extent electronic data is held), mobile devices, input and output devices, data storage devices, networking equipment, and electronic data backup facilities or networks; or
- b. capable of affecting that which is referenced in paragraph V.38.a. above by inserting itself by a variety of forms, causing damage, possessing the ability to replicate itself, or possessing the capability of spreading copies of itself.

Malicious Code includes, but is not limited to, auto-reproduction programs, computer viruses, worms, Trojan horses, spyware, dishonest adware, crime-ware, mine-ware, script or any other software program, computer program, or virus that is functionally equivalent to **Malicious Code** described in paragraphs V.38.a and V.38.b. above.

39. **Media Content** means data, text, images, graphics, music, sounds, photographs, advertisements, video, streaming content, webcasts, podcasts, blog posts, and online forum posts.

Media Content does not include computer software, software technology, or the actual goods, products, or services described, illustrated, or displayed in such **Media Content**.



40. **Media Wrongful Act** means any actual or alleged error, misstatement, misleading statement, act, omission, neglect, breach of duty, or other offense committed or attempted by an **Insured**, or by any third party entity or natural person for whom the **Insured** is legally responsible, in the public dissemination, posting, or display of **Media Content**, by or on behalf of an **Insured**, on a voice or video based communication medium, including radio, internet, streaming, satellite, cable, television, or any similar communications broadcast, or on an **Insured's** website, printed material, social media site, or anywhere else on the Internet, which results in the following:
- a. defamation, libel, slander, or other tort related to disparagement or harm to the character, reputation or feelings of any person or organization, including product disparagement, trade libel, infliction of emotional distress, malicious falsehood, outrage, or outrageous conduct;
 - b. infringement or dilution of title, slogan, logo, trademark, trade name, metatag, domain name, trade dress, service mark, or service name;
 - c. copyright infringement, passing off, plagiarism, piracy, or other misappropriation of intellectual property rights;
 - d. invasion, infringement, or interference with rights of privacy or publicity, including public disclosure of private facts, breach of confidence, intrusion, false light, and commercial appropriation of name or likeness;
 - e. false detention or arrest, harassment, trespass, wrongful entry or eviction, eavesdropping, or other invasion of the right of private occupancy;
 - f. improper deep framing or linking; or
 - g. unfair trade practices or competition, including misrepresentations in advertising, but solely when alleged in conjunction with the alleged conduct referenced in paragraphs V.40.a.-V.40.f. above.

41. **Named Insured** means the entity displayed in ITEM 1 of the Declarations.

42. **Network Security Event** means any actual or reasonably suspected:

- a. propagation of **Malicious Code** from a **Computer System**;
- b. attack by **Malicious Code** which infects a **Computer System**;
- c. denial of services attack:
 - i. originating from a **Computer System**; or
 - ii. made against a **Computer System**;
- d. gaining of access or use of a **Computer System** by:
 - i. an unauthorized person; or
 - ii. an authorized person for purposes not authorized by an **Insured Organization**;
- e. acquisition, access, loss, or disclosure of **Corporate Information** not authorized by an **Insured Organization**;
- f. theft of a password or access code by electronic or non-electronic means from a **Computer System**, the **Insured Organization's** premises, or directly from an **Insured Person**;
- g. the failure to provide any authorized user access to the **Insured Organization's** website or **Computer System** due to the failure or violation of the security of a **Computer System**; or

h. the failure to protect **Computer Systems** which results in, or is based upon, a **Network Security Event** referenced in paragraphs V.42.a.-V.42.g. above.

Network Security Event includes any of the foregoing, regardless of whether such **Network Security Event** is a specifically targeted attack or a generally distributed attack.

43. **Network Security Wrongful Act** means any actual or alleged error, misstatement, misleading statement, act, omission, neglect, breach of duty, or other offense committed or attempted by an **Insured**, based upon or resulting in a **Network Security Event**.

44. **Notification Loss** means reasonable and necessary costs and expenses incurred or paid by an **Insured Organization** to:

- provide any legally required notification services to those natural persons whose **Protected Personal Information** was wrongfully disclosed, accessed, acquired, or otherwise compromised or impacted as a result of the applicable **Information Privacy Event**;
- complete mailing or other communications duties to notify those natural persons whose **Protected Personal Information** was wrongfully disclosed, accessed, acquired, or otherwise compromised or impacted as a result of the applicable **Information Privacy Event**;
- provide information on the availability of any related services or resources to those natural persons whose **Protected Personal Information** was wrongfully disclosed, accessed, acquired, or otherwise compromised or impacted as a result of the applicable **Information Privacy Event**; and
- retain the services of a **Cyber Response Firm** to provide consultative and professional services related to **Notification Loss** described in paragraphs V.44.a.-V.44.c. above.

Notification Loss includes costs and expenses incurred in order to comply with applicable **Privacy Regulations** and shall follow the law of the applicable jurisdiction which most favors coverage for such costs and expenses. Those voluntary costs and expenses not required to comply with any applicable **Privacy Regulations** require our prior consent.

45. **PCI Data Security Standards** means generally accepted and published rules, regulations, standards, or guidelines which relate to data security and the safeguarding, disclosure, and handling of **Protected Personal Information** and which are adopted or required by the Payment Card Industry Data Security Standards Council or any payment provider whose payment method is accepted for processing.

46. **PCI-DSS Claim** means any **Claim**, brought by or on behalf of a Payment Card Association or entity processing or providing payment card transactions, based upon an **Insured Organization's** actual, alleged, or potential non-compliance with **PCI Data Security Standards**, including but not limited to:

- failure to properly protect, handle, manage, store, destroy, or control payment account or payment card data, including applicable **Protected Personal Information**; or
- non-compliance with EMV specifications or mobile payment security requirements.

PCI-DSS Claim includes an investigation into a potential violation of **PCI Data Security Standards**, which may reasonably be expected to give rise to a **PCI-DSS Claim**.

47. **PCI-DSS Penalties** means monetary assessments, fines, penalties, chargebacks, reimbursements, and fraud recoveries, including card reissuance costs, the **Insured Organization** is legally obligated to pay due to a **PCI-DSS Claim** and its non-compliance under a payment card processing agreement or merchant services agreement pertaining to **PCI Data Security Standards**.

48. **PCI-DSS Response Expenses** means reasonable and necessary costs and expenses to retain the services of:

- a third party forensic firm that is a qualified Payment Card Industry Forensic Investigator, to determine the cause and scope of the **Information Privacy Event** which led to a **PCI-DSS Claim**; and
- a Qualified Security Assessor (QSA) to validate an **Insured Organization's** adherence to **PCI Data Security Standards** following a **PCI-DSS Claim**.

49. **Period of Restoration** means the continuous period of time that:

- begins with the earliest date a **System Disruption** first occurred; and
- ends on the date when **Insured Computer Systems** or **External Computer Systems** are, or could have been, repaired or restored with reasonable speed to the same functionality and level of service which existed prior to the **System Disruption**.

A **Period of Restoration** shall not exceed one hundred eighty (180) days from the date the applicable **System Disruption** first occurred; provided, however, that the end of the **Policy Period** shall not cut short the **Period of Restoration**.

50. **Policy** means, collectively, the **Declarations**, **Application**, each included **Insuring Agreement**, and all forms and endorsements, stated in ITEM B of the **Declarations**, which are attached to and form part of this **Policy**.

51. **Policy Period** means the period of time from the Effective Date to the Expiration Date, as set forth in ITEM 2 of the **Declarations**, or the effective date of termination of this **Policy**, whichever is earlier.

52. **Pollution** means any liquid, gaseous, solid or thermal irritant or contaminant, including vapor, smoke, fumes, acids, chemicals and material to be recycled, reconditioned or reclaimed.

53. **Privacy Policy** means an **Insured Organization's** written or electronic policies which govern the collection, dissemination, confidentiality, integrity, accuracy, disclosure, sale, access, or availability of **Protected Personal Information**.

54. **Privacy Regulations** means any local, state, federal, or foreign identity theft or privacy protection laws, statutes, legislation, or regulations which require commercial entities which collect, process, or maintain **Protected Personal Information** to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that **Protected Personal Information** has potentially or actually been compromised, accessed, or acquired without their authorization.

Privacy Regulations explicitly include, but are not limited to, the Gramm-Leach Bliley Act of 1998, Health Insurance Portability and Accountability Act of 1996, California Database Breach Act, Minnesota Plastic Card Security Act, and General Data Protection Regulation Standard, and regulations issued pursuant to such Acts or Standards, as amended if applicable.

55. **Property Damage** means damage to, loss of use of, or destruction of any tangible property other than electronic or non-electronic data or **Protected Personal Information**.



56. **Protected Personal Information** means any of the following information or data, regardless of whether such data or information is in electronic, non-electronic, or any other format:
- a. any natural person's social security number, name, e-mail address, driver's license or state identification number, address, and telephone number;
 - b. any natural person's personally identifiable pictures or videos, internet browsing history, security access codes, or passwords, and account histories;
 - c. any natural person's medical or healthcare data, biometric records, or any other protected health information (PHI);
 - d. any natural person's credit card or debit card number, account number, or any other protected financial information; or
 - e. any other non-public personal information or data of a natural person as specified in any **Privacy Regulations**.

Protected Personal Information does not include **Corporate Information**.

57. **Public Relations Loss** means reasonable and necessary public relations, related costs and expenses incurred or paid by an **Insured Organization** to:
- a. protect or restore the **Insured Organization's** reputation;
 - b. mitigate financial harm to the **Insured Organization's** business; and
 - c. retain the services of a **Cyber Response Firm** to provide public relations or crisis communications consultative and professional services related to **Public Relations Loss** described in paragraphs V.57.a and V.57.b. above.

58. **Regulatory Assessments and Expenses** means reasonable and necessary costs and expenses an **Insured** becomes legally obligated to pay on account and as a direct result of a **Regulatory Claim** to retain the services of a **Cyber Response Firm** to perform a legally required audit or assessment, including related consultative and professional services, of the **Insured Organization's** privacy practices or **Computer Systems**.

Regulatory Assessments and Expenses includes costs and expenses incurred in order to comply with applicable **Privacy Regulations** and shall follow the law of the applicable jurisdiction which most favors coverage for such costs and expenses. These costs and expenses not required to comply with any applicable **Privacy Regulations** require our prior consent.

59. **Regulatory Claim** means any **Claim** brought by, or on behalf of, the Federal Trade Commission, the Federal Communications Commission, any supervisory authority enforcing the General Data Protection Regulation Standard, or any state attorney general, government licensing entity, regulatory authority, or any federal, state, local, or foreign governmental entity in such entity's official capacity.

Regulatory Claim includes an investigation into a potential violation of **Privacy Regulations**, which may reasonably be expected to give rise to a **Regulatory Claim**.

60. **Regulatory Penalties** means civil fines or penalties resulting from a **Regulatory Claim**, including **GDPR Penalties**, imposed against an **Insured** by the Federal Trade Commission, the Federal Communications Commission, any supervisory authority enforcing the General Data Protection Regulation Standard, or any



state attorney general, government licensing entity, regulatory authority, or any federal, state, local, or foreign governmental entity in such entity's official capacity.

61. **Related Incident** means all **Wrongful Acts** and **Cyber Events** which share as a common nexus any act, fact, circumstance, situation, event, transaction, cause, or series of related acts, facts, circumstances, situations, events, transactions, or causes, and all:

- a. **Cyber Events** arising out of any **Related Incident** shall be considered one single **Cyber Event**, and such **Cyber Event** shall be considered first discovered on the date the earliest of such **Cyber Events** is first discovered, regardless of whether such date is before or during the **Policy Period**; and
- b. **Claims** arising out of all **Related Incidents** shall be considered one single **Claim**, and such **Claim** shall be considered first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**.

62. **Retention** means the amounts stated as **Retention** in ITEM 6 of the Declarations with respect to the Insuring Agreement to which each such stated **Retention** amount applies.

63. **Reward Expense Loss** means reasonable and necessary costs and expenses incurred or paid by an **Insured Organization** to an informant for information not otherwise available which leads to the arrest and conviction of a natural person or an entity responsible for the **Cyber Event** which resulted in a covered **Loss** under this **Policy**.

Reward Expense Loss requires our prior consent.

64. **Subsidiary** means:

- a. any corporation, partnership, limited liability company or other entity in which the **Named Insured** owns, directly or indirectly through one or more **Subsidiaries**, more than fifty percent (50%) of such entity's outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent;
- b. any entity operated as a joint venture in which the **Named Insured** owns, directly or indirectly through one or more **Subsidiaries**, exactly fifty percent (50%) of the issued and outstanding voting stock and whose management and operation an **Insured Organization** solely controls, pursuant to a written agreement with the owner(s) of the remaining issued and outstanding voting stock; or
- c. any non-profit entity over which the **Named Insured**, directly or indirectly through one or more **Subsidiaries**, exercises management control.

65. **System Disruption** means the measurable interruption, suspension, degradation, or failure in the service of:

- a. with respect to Insuring Agreement I.C.1, **Insured Computer Systems**; or
 - b. with respect to Insuring Agreement I.C.2, **External Computer Systems**;
- directly caused by a **Network Security Event** or **Information Privacy Event**.

66. **System Restoration Loss** means reasonable and necessary costs and expenses incurred or paid by an Insured Organization to:

- a. restore **Computer Systems**, including replacing or reinstalling software programs contained therein, to their level of functionality immediately prior to the applicable **Network Security Event**;
- b. remove any **Malicious Code** from **Computer Systems** resulting from the applicable **Network Security Event**;
- c. restore the configuration of **Computer Systems** to an adequacy at or higher to that which was present immediately prior to the applicable **Network Security Event**; and
- d. retain the services of a **Cyber Response Firm** to provide consultative and professional services related to **System Restoration Loss** described in paragraphs V.66.a.-V.66.c. above.

67. **Technical Response Loss** means reasonable and necessary costs and expenses incurred or paid by an Insured Organization to:

- a. investigate and determine the cause of the applicable **Information Privacy Event** or **Network Security Event**;
- b. mitigate or contain an ongoing **Information Privacy Event** or **Network Security Event**;
- c. identify and catalog natural persons whose **Protected Personal Information** was wrongfully disclosed, accessed, acquired, or otherwise compromised or impacted as a result of an applicable **Information Privacy Event**;
- d. identify and catalog organizations whose **Corporate Information** was wrongfully disclosed, accessed, acquired, or otherwise compromised or impacted as a result of an applicable **Network Security Event**; and
- e. retain the services of a **Cyber Response Firm** to provide consultative and professional services related to **Technical Response Loss** described in paragraphs V.67.a.-V.67.d. above.


68. **Third Party Coverage** means Insuring Agreement(s) I.A.1., I.A.2., I.A.4., I.B.1., and I.F.1.

69. **Wrongful Act** means any **Information Privacy Wrongful Act**, **Network Security Wrongful Act**, or **Media Wrongful Act**.

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

TOWN OF HIGHLAND, INDIANA

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

DATED THIS 26th DAY OF December 2020  FISCAL OFFICER

ALLOWANCE OF VOUCHERS

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 5 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$ 567,891.81.

Dated this _____ day of _____, _____.

TOWN COUNCIL

MARK A. HERAK

ROGER SHEEMAN

BERNIE ZEMEN

MARK SCHOCKE

TOM BLACK

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
Fund 001 GENERAL						
Dept 0000						
001-0000-45200	GEN FUND TRANSFERS GROSS	89987	PAYROLL ACCOUNT	12/18PRL D/S TRANSFER GENERAL	164,236.76	45004
			Total For Dept 0000		164,236.76	
Dept 0001 TOWN COUNCIL						
001-0001-31001	PROFESSIONAL SERVICES THROUGH	89995	FROST BROWN TODD LLC	PROFESSIONAL SERVICES THROUGH NO	59.00	
001-0001-33002	W2'S, 1099'S, ENVELOPES	89994	A E BOYCE CO INC	W2'S, 1099'S, ENVELOPES	236.31	
001-0001-39001	2021 AIM DUES	90085	AIM, ACCELERATE IND MUNICIP	2021 AIM DUES	8,963.00	
001-0001-39004	INSERTING GAZEBO INTO BILLS	89998	LITHOGRAPHIC COMMUNICATIONS	DEC 2020 GAZEBO EXPRESS INSERT-87	685.02	
001-0001-39004	GAZEBO EXPRESS DEC 2020	90004	THE IDEA FACTORY, INC	GAZEBO EXPRESS DEC/WEBSITE UPDATE	2,388.55	
			Total For Dept 0001 TOWN COUNCIL		12,331.88	
Dept 0004 CLERK-TREASURER						
001-0004-20003	D/S PADDED ENV. POST ITS	90001	PULSE TECHNOLOGY OF INDIANA	D/S PADDED ENVELOPES, POST ITS	33.15	
001-0004-20003	D/S AA BATTERIES	90002	PULSE TECHNOLOGY OF INDIANA	D/S AA BATTERIES	3.32	
001-0004-20003	D/S CALC TAPE,PNCL REFILS,LBL	90003	PULSE TECHNOLOGY OF INDIANA	D/S CALC TAPE,PNCL REFILLS,LBLS,I	49.80	
001-0004-31004	MICHAEL W GRIFFIN DUES	89997	ILMCT	2021 ANNUAL DUES GRIFFIN/STRBAK/B	364.00	
001-0004-34023	HEALTH INS	90111	TOWN OF HIGHLAND INS FUND (	DECEMBER 2020 HEALTH/LIFE INS PRE	5,858.89	45020
001-0004-34043	LIFE INS	90111	TOWN OF HIGHLAND INS FUND (	DECEMBER 2020 HEALTH/LIFE INS PRE	34.69	45020
			Total For Dept 0004 CLERK-TREASURER		6,343.85	
Dept 0006 BUILDING & INSPECTION						
001-0006-33003	PUBLIC NOTICE SIGNS INV201116	90012	ACTIVE SIGN CO., INC	PUBLIC NOTICE SIGNS INV201116	300.00	
001-0006-34023	HEALTH INS	90110	TOWN OF HIGHLAND INS FUND (	DECEMBER 2020 HEALTH/LIFE INS PRE	5,549.14	45020
001-0006-34043	LIFE INS	90110	TOWN OF HIGHLAND INS FUND (	DECEMBER 2020 HEALTH/LIFE INS PRE	29.94	45020
001-0006-39001	2021 MEMBERSHIP DUES - CHAMBE	90011	CHAMBER OF COMMERCE	2021 MEMBERSHIP DUES - CHAMBER OF	65.00	
			Total For Dept 0006 BUILDING & INSPECTION		5,944.08	
Dept 0007 FIRE DEPARTMENT						
001-0007-34023	HEALTH INS	90109	TOWN OF HIGHLAND INS FUND (	DECEMBER 2020 HEALTH/LIFE INS PR	1,960.82	45020
001-0007-34043	LIFE INS	90109	TOWN OF HIGHLAND INS FUND (	DECEMBER 2020 HEALTH/LIFE INS PR	7.12	45020
			Total For Dept 0007 FIRE DEPARTMENT		1,967.94	
Dept 0008 PLAN COMMISSION						
001-0008-31002	PC INV 11/27-12/04 INV5071200	90013	NIES ENGINEERING, INC.	PC INV 11/27-12/04 INV5071200223	1,750.15	
			Total For Dept 0008 PLAN COMMISSION		1,750.15	
Dept 0009 POLICE DEPARTMENT						
001-0009-11120	ONE SUSPENSIOJ DAY FOR CORPOR	90095	POLICE PENSION FUND (V)	ONE SUSPENSION DAY FOR CORPORAL	257.91	
001-0009-21001	1200.4 GAL OF GAS	90096	WARREN OIL COMPANY	GAS DELIVERY FOR PD	2,066.48	
001-0009-23004	NEW TASERS AND CARTRIDGES	90089	AXON ENTERPRISE, INC	5 NEW TASERS AND 5 NEW TASER X2 C	6,783.75	
001-0009-23004	MEDICAL SUPPLIES BOOKING CABI	90091	CINTAS CORPORATION NO 2	MEDICAL SUPPLEES FO RBOOKING CABI	92.88	
001-0009-32003	SPILLMAN AIRCARDS FOR DEC	90093	LAKE COUNTY DATA PROCESSING	SPILLMAN AIRCARDS FOR DEC	307.84	
001-0009-34023	HEALTH INS	90108	TOWN OF HIGHLAND INS FUND (	DECEMBER 2020 HEALTH/LIFE INS PRE	87,219.94	45020
001-0009-34042	SURVIVORS ADJ	90108	TOWN OF HIGHLAND INS FUND (	DECEMBER 2020 HEALTH/LIFE INS PRE	1,892.08	45020
001-0009-34043	LPR CAMERA 2000 RIDGE READ ON	90108	TOWN OF HIGHLAND INS FUND (	DECEMBER 2020 HEALTH/LIFE INS PRE	43.90	45020
001-0009-35001	MNTNC PGRM AGRMT RENEWAL	90088	NORTHERN IN PUBLIC SERVICE	LPR CAMERA 2000 RIDGE RO READ ON	31.95	
001-0009-38006	MAT CHANGE AT PD ON 12/15 ACT	90090	ARCTIC ENGINEERING CO., INC	MAINTENANCE PROGRAM AGRMT RENEWAL	10,178.00	
001-0009-38006	ACTIVE DUES FOR CHIEF	90092	CINTAS CORPORATION #319	MAT CHANGE AT PD ON 12/15	36.66	
001-0009-39001	BAL DUE FOR LAPTOPS FOR CID I	90087	INT'L ASSOC OF CHIEFS OF PO	ACTIVE DUES FOR CHIEF	190.00	
001-0009-43005			DELL COMPUTER, LP	D/S- PART FOR 2 NEW LAPTOPS FOR C	185.27	
			Total For Dept 0009 POLICE DEPARTMENT		109,286.66	

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
Fund 001 GENERAL						
Dept 001 SERVICES & WORKS	SR TAXI SUBSID 11/18/2020	90083	TRIPLE A EXPRESS	SR TAXI SUBSID 11/18/2020	10.00	
001-0011-39016					10.00	
	Total For Dept 0011 SERVICES & WORKS					
Dept 0012 TOWN HALL	WATER DELIVERY	89996	HINCKLEY SPRINGS	WATER DELIVERY 11/10,11/20,12/4/2	106.14	
001-0012-21004					106.14	
	Total For Dept 0012 TOWN HALL					
	Total For Fund 001 GENERAL				301,977.46	
Fund 002 MVH						
Dept 0000	MVH TRANSFERS GROSS	89988	PAYROLL ACCOUNT	12/18 PRL D/S TRANSFER MVH	12,888.15	45005
002-0000-45200					12,888.15	
	Total For Dept 0000					
Dept 0016 MVH ADMIN	US9696675 KCC05790 WIPES,WYPA	90018	AJAX SANITARY SUPPLY CO, IN SOAP AND WIPES FOR GARAGE		255.90	
002-0016-21004	874-36X72 FLEX TIP BLACK OUTD	90019	AJAX SANITARY SUPPLY CO, IN BLACK MATS FOR STREET DEPT.		367.17	
002-0016-21004					623.07	
	Total For Dept 0016 MVH ADMIN					
Dept 0017 MVH RECONSTRUCTION/MAINTENANCE						
002-0017-22004	OIL PUMP AND PARTS	90025	HOSE CONNECTIONS INC	OIL PUMP AND PARTS	2,483.83	
002-0017-22004	FREIGHT AND RETURN FOR MOTOR	90026	TERPSTRA'S SALES & SERVICE,	FREIGHT AND RESTOCKING FEE FOR RE	148.00	
002-0017-22004	KAW59066-7044-753 HOUSING FAN	90027	TERPSTRA'S SALES & SERVICE,	HOUSING FAN FOR STREET DEPT.	70.51	
002-0017-22004	MIS68-374 23X9.50-12 TIRE	90028	TERPSTRA'S SALES & SERVICE,	TIRE FOR MOWER STREET DEPT.	109.80	
002-0017-23005	UNTREATED SALT	90020	CARGILL, INC	SALT FOR 2020-2021 SEASON	3,674.47	
002-0017-23005	UNTREATED SALT	90021	CARGILL, INC	SALT FOR 2020-2021 SEASON	1,748.44	
002-0017-23005	UNTREATED SALT	90022	CARGILL, INC	SALT FOR 2020-2021 SEASON	12,851.98	
002-0017-36001	LABOR POLES 65 & 28 SE CORNER	90024	EMCOR HYRE ELECTRIC CO OF I	XMAS LIGHTING REPAIRS FOR KENNEDY	402.50	
002-0017-36001	CURB GUARD- 2 LEFT 2 RIGHT 33	90029	VALPARAISO AUTO/TRAILER SAL	CURB GUARD FOR STREET DEPT	211.48	
002-0017-39005	WEEDING	90023	DEAN'S LAWN & LANDSCAPING I	DOWNTOWN HIGHLAND MAINT. SERVICE	2,850.00	
	Total For Dept 0017 MVH RECONSTRUCTION/MAINTENANCE				24,551.01	
	Total For Fund 002 MVH				38,062.23	
Fund 004 LR&S						
Dept 0000	MONTHLY RETAINER FOR MEETINGS	90014	DVG TEAM INC	MONTHLY MEETING RETAINER MAR/MAY/	3,100.00	
004-0000-31002	GENERAL CONSULTING	90015	NIES ENGINEERING, INC.	GENERAL CONSULTING THROUGH 11/27/	677.10	
004-0000-31002	THERMO LINING MAIN ST	90016	TOWN OF SCHERRERVILLE	SHARED COST OF THERMO STREET LINI	3,591.20	
004-0000-39009					7,368.30	
	Total For Dept 0000					
	Total For Fund 004 LR&S				7,368.30	
Fund 018 LAW ENFORCE CON'T ED						
Dept 0000	TONER CARTRIDGES	90097	PULSE TECHNOLOGY OF INDIANA	TONER CARTRIDGES	509.96	
018-0000-23006					509.96	
	Total For Dept 0000					
	Total For Fund 018 LAW ENFORCE CON'T ED				509.96	
Fund 027 INSURANCE PREMIUM						
Dept 0000	INSURANCE PREMIUM HEALTH/DEC	89967	AIM MEDICAL TRUST	DECEMBER 2020 MEDICAL AND LIFE IN	194,551.15	45002
027-0000-34002						

BOTH OPEN AND PAID

GL Number Invoice Line Desc Ref # Vendor Invoice Description Amount Check #

Fund 027 INSURANCE PREMIUM
 Dept 0000

Total For Dept 0000 194,551.15
 Total For Fund 027 INSURANCE PREMIUM 194,551.15

Fund 030 ICT FUND

Dept 0000	030-0000-32003	219 R10 2255 255 7	12/1-12/	90005	AT&T	219 R10 2255 255 7	12/1-12/31/20	572.51	45008
	030-0000-32003	ELEVATOR PHONE-11/1-11/30/202	90006	AT&T	ELEVATOR PHONE-11/1-11/30/202	260 1	ELEVATOR PHONE	183.73	45009
	030-0000-32003	PW/B&I/PARK/FD WIRELESS 78032	90007	VERIZON WIRELESS	PW/B&I/PARK/FD WIRELESS 78032	4475		1,152.64	45010
	030-0000-32003	MEADOWS PK INTERNET ACT 877140	90098	COMCAST CABLE	MEADOWS PK MO INTERNET 12/12/20-1			130.46	45011
	030-0000-32003	MO INTERNET SVC 8771400250188	90099	COMCAST CABLE	TOWN HALL ACCT 8771400250188267			283.58	45012
	030-0000-32003	PHONE/INTERNET FD CENTRAL	90100	COMCAST CABLE	FD CENTRAL/2901 HIGHWAY-PHONE/INT			263.58	45013
	030-0000-32003	FD SOUTH 2647 45TH ST	90101	COMCAST CABLE	FD S STATION PHONE/INTERNET SVC 1			130.88	45014
	030-0000-32003	INTERNET SVC PS BLDG 12/12/2	90102	COMCAST CABLE	INTERNET FOR PUBLIC SAFETY BLDG			241.83	45015
	030-0000-32003	PUMP STATION 877140025029637	90103	COMCAST CABLE	PUMP STATION 8771400250296375	12		203.68	45016
	030-0000-32003	PW INTNET # 8771400250212877	90104	COMCAST CABLE	8771400250212877 PW 8001 KENNEDY			325.98	45017
	030-0000-33811	BRIVO CLOUD HOSTED MONTHLY SI	89999	PHIL & SON, INC	BRIVO CLOUD HOSTED MONTHLY SITE/A			100.95	
	030-0000-38006	WEB SECURITY MONTHLY	90004	THE IDEA FACTORY, INC	GAZEBO EXPRESS DEC/WEBSITE UPDATE			399.99	
	030-0000-39024	WEB UPDATE WEEKLY	90004	THE IDEA FACTORY, INC	GAZEBO EXPRESS DEC/WEBSITE UPDATE			656.65	

Total For Dept 0000 4,646.46

Total For Fund 030 ICT FUND 4,646.46

Fund 036 SPECIAL EVENTS

Dept 0000	036-0000-38608	PAINT FOR SANTA SLEIGHT	90106	MICHAEL T BLESKI (R)	PAINT FOR SANTA SLEIGH REFUND MEN	157.69	45019

Fund 055 MCCD

Dept 0000	055-0000-43009	FIRE 6HZHS73 INVOICE 10449723	90082	DELL COMPUTER, LP	2 LAPTOPS/ 1 FIRE, PW1	2,737.64
	055-0000-43009	PW2 HWTZP73 INVOICE 104455546	90086	DELL COMPUTER, LP	4 LAPTOPS/ PW#2, 1 PARK, 1 IT-MEE	5,473.56
	055-0000-43010	NEW LAPTOPS-PART INVOICE 1044	90084	DELL COMPUTER, LP	D/S 2 NEW LAPTOPS FOR CID	2,552.37

Total For Dept 0000 10,763.57

Total For Fund 055 MCCD 10,763.57

Fund 085 TRAFFIC VIOLATIONS

Dept 0001 TOWN COUNCIL	085-0001-00400	CASH BOND FEES	89986	LAKE COUNTY CLERK	CASH BOND FEES	2,500.00	45003

Fund 091 GAMING REVENUE

Dept 0000	091-0000-31002	NIPSCO POLE REPLACEMENT RIGHT	90017	FIRST GROUP ENGINEERING INC	PROFESSIONAL RIGHT-OF-WAY AND PRE	6,100.00

Fund 249 PUBLIC SAFETY INCOME TAX FUND

Dept 0000						6,100.00

GL Number	Invoice Line Desc	Ref #	Vendor	Invoice Description	Amount	Check #
Fund 249 PUBLIC SAFETY INCOME TAX FUND						
Dept 0000						
249-0000-29000	COVID-NITRILE GLOVES	90000	PUBLIC SAFETY CENTER, INC	COVID-NITRILE EXAM GLOVES	1,254.99	
			Total For Dept 0000		<u>1,254.99</u>	
			Total For Fund 249 PUBLIC SAFETY INCOME TAX FUND		<u>1,254.99</u>	

INVOICE GL DISTRIBUTION REPORT FOR TOWN OF HIGHLAND
 EXP CHECK RUN DATES 12/16/2020 - 12/29/2020
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number Invoice Line Desc Ref # Vendor Invoice Description Amount Check #

Fund Totals:

Fund 001	GENERAL				301,977.46	
Fund 002	MVH				38,062.23	
Fund 004	LR&S				7,368.30	
Fund 018	LAW ENFORCE CON'T ED				509.96	
Fund 027	INSURANCE PREMIUM				194,551.15	
Fund 030	ICT FUND				4,646.46	
Fund 036	SPECIAL EVENTS				157.69	
Fund 055	MCCD				10,763.57	
Fund 085	TRAFFIC VIOLATIONS				2,500.00	
Fund 091	GAMING REVENUE				6,100.00	
Fund 249	PUBLIC SAFETY INCOME TAX				1,254.99	

567,891.81