

**Enrolled Memorandum of the Meeting
Study Session/Meeting (Convened Electronically/Hybrid)
Twenty-Ninth Town Council of Highland
Monday, March 6, 2023**

The Twenty-Ninth Town Council of the Town of Highland, Lake County, Indiana met in a study session on **Monday, March 6, 2023**, 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 both an in person and an electronic meeting. Some persons were participating remotely on a Zoom platform that allowed for real time interaction between and among all of the Town Council and supported the public's ability to observe and record the proceedings. People were able to participate in person and remotely, allowing for all councilors to be simultaneously seen and heard. When the agenda item provided for public comment, this was supported as well. Councilor Zemen, Councilor Toya Smith, Councilor Mark Schocke, Councilor Tom Black, Councilor Roger Sheeman all participated in person.

The meeting was streamed live on the Town of Highland, Indiana Facebook page and participation was supported by the Zoom on-line communication platform.

Silent Roll Call: Councilors Bernie Zemen, Toya Smith, Mark Schocke, Tom Black, Roger Sheeman, were present in person as indicated. The Clerk-Treasurer, Mark Herak was present to memorialize the proceedings. *A quorum was attained.*

Officials Present: Ed Dabrowski, IT Director, was in person.

General Substance of Matters Discussed.

- x. **Discussion:** Appointments.
- **Statutory Boards and Commissions**
 - Executive Appointments (May be made in meeting or at another time)*

Regional Statutory Commissions or Boards

1. **Economic Development Commission.** (1) Appointment to be made by the municipal executive, but requiring nomination from the Town Council. Term ends just before February 1st. *(Currently vacant)*
 - a. Nomination by the Town Council. *(The council would pass a motion to nominate.)*
 - b. Appointment by executive. *(If nominee is acceptable, the Town Council President may appoint.)*

Home Rule Boards and Commissions

2. **Community Events Commission** *Multi-Year position:* (1) appointment to be made by the Town Council President. **Term: 4 years.**

Currently serving: *Jacqui Herrera, Sandy McKnight*

3. • **Tree Board:** (1) appointments, to be made by the municipal executive, but requiring nomination from the Town Council. (*Position currently held by Natalie Stromberg.*)
 - a. Nomination by the Town Council. (*The council would pass a motion to nominate.*)
 - b. Appointment by executive. (*If nominee is acceptable, the Town Council President may appoint.*)

Legislative Appointments

Regional Statutory Commissions or Boards

Home Rule Commissions

1. **Main Street Bureau Board:** (17) appointments to be made by the Town Council. Term: Two years ending 1 Jan 2023. *There are currently 8 of the 17 in place and serving. Currently serving are Teri Yovkovich, Rhonda Bloch, Alex Robertson, Renee Reinhart, Diane Barr- Roumbus, James Roumbus, Sandy McKnight and Al Simmons..*
3. **Community Events Commission Multi-year positions:** (4) appointment to be made by the Town Council. **Term: 4 years.** (*Note: Currently vacant*)

Single year positions: (2) appointments to be made by the Town Council. **Term: 1 year.** (*Note: Currently serving, Jack Rowe, Carol Parker, Linda Carter, Rachael Carter, Maria Armagast, Michelle Coon*)

x. **DISCUSSION: AUTHORIZE THE PROPER OFFICER TO PUBLIC LEGAL NOTICE**

Town of Highland • Office of the Town Clerk-Treasurer
Highland Municipal Building • 3333 Ridge Road • Highland, Indiana 46322

Wednesday March 8, 2023

ATTENTION LEGAL NOTICES

Ms. Nicole Muscari
Amanda Koepp
Christina Palama
Customer Service Representative
The Times
601- 45th Avenue
Munster, Indiana 46321

Sent Via Facsimile & Electronic Transmission

Re: Legal Notice for Hearing on Proposed Additional Appropriations in the
Redevelopment Capital Fund

Dear Nicole Muscari, Amanda Koepp, Christina Palma:

Hello. Attached, please find one (1) notice for a public hearing regarding proposed additional appropriations in **the Redevelopment Capital Fund** as indicated. Please publish this notice **one (1) time** in satisfaction of I.C. 6-1.1-18-5 *et seq.* and I.C. 5-3-1-2(b). *I have also sent this request by electronic mail.*

The enclosed notice should be published *on or before* **Tuesday, March 14, 2023**. As always, please send two (2) proofs of publication for our files. We should have these proofs as soon as possible following their publication in order to permit the Town Attorney to review them prior to the hearing. Our hearing is set for *Monday, March 27, 2023.*

If you have any questions, please feel free to contact me. Thank you for the processing of these requests. Also, if you will, please confirm your receipt by calling me at (219) 838-1080 Ext. 3334 or letting me know by e-mail.

Again, I thank you very much.

Sincerely,

Mark Herak
Clerk-Treasurer

Enclosures: Notice for Redevelopment Capital Fund

Authorizing the proper officer to publish legal notice of a public hearing: Public Hearing to consider additional appropriations in the amount of and in the **amount of \$1,993.68 in the Redevelopment Capital .**

TOWN OF HIGHLAND
NOTICE TO TAXPAYERS OF PROPOSED
ADDITIONAL APPROPRIATIONS

Notice is hereby given the taxpayers of the Town of Highland, Lake County, Indiana, that the Town Council of said Municipality in said Municipal Building, 3333 Ridge Road, at **6:30 p.m.** on the **27th day of March 2023**, will consider the following additional appropriations in excess of the budget for the current year in the following funds:

Redevelopment Capital Fund

Acct. 4406-0000-39404 Main Street Community Garden \$ 1,993.68

Total 400 Series: \$ 1,993.68

TOTAL for the FUND: \$ 1,993.68

Funds to support these additional appropriations in the **Redevelopment Capital Fund** shall be supported by miscellaneous revenue, unreserved unobligated fund balance on deposit to the credit of the fund.

Taxpayers appearing at such meeting shall have a right to be heard thereon. Taxpayers are asked to contact the Office of the Clerk-Treasurer at (219) 838-1080 to provide an email address to allow the Zoom platform information to be provided as the meeting is still being conducted as an Electronic/In Person Hybrid. You may also write to the Office of the Clerk Treasurer if you have concerns. The additional appropriations, as finally made, will be filed with the Department of Local Government Finance, for its review. The Department of Local Government Finance shall make a written determination of the sufficiency of funds within fifteen days of receipt of a certified copy of the action taken.

TOWN COUNCIL of HIGHLAND

Tom Black, President

By: Mark Herak
Clerk-Treasurer

x. Discussion: Councilor Smith (and she can go into more detail) would like to recognize (no formal action needed by the Council) Mr. Ferguson who is a veteran, donates food from his own money to feed families in Northwest Indiana. Often times, when a deer is killed by a car, the police department will call him and he prepares it for a needy family.

Tim & Cheryl Ferguson, Tim is a veteran of the army air defense where he was an instructor & Combat Medic.

Paul Zarowyn is also a veteran of the Army Air Force where he worked on F4 Phantoms.

These three individuals have helped families in Northwest Indiana for 13 yrs. by taking their own money and providing meals for families in need. This year they have fed over 90 families.

They also have a program called Wildlife Educational Exhibits, No Charge Exhibit.

x. **Discussion:** The Advisory Board of Zoning Appeals met in regular session on Wednesday, January 25, 2023. As part of their agenda, by a vote of four (4) in favor and zero opposed, the Board voted to send an **Unfavorable Recommendation** to the Town Council in denying the petitioner's request, Mitch Feldman of the Feldman Companies, for a use variance for the location commonly referred to as 8141 Indianapolis Blvd, Highland, Indiana for the purpose of allowing the petitioner to develop the property as a mixed-use retail/climate- controlled storage facility. The property is located within a B-3 General Business District/Indianapolis Boulevard overlay district in which climate-controlled storage facilities are not a permitted use in the underlying zoning/overlay districts. The findings of fact were memorialized and were approved by the Advisory Board of Zoning Appeals at its Meeting of February 22, 2023. (90 days ends 10 June 2023). This tolls from the making of the recommendation which could be the meeting at which the ABZA acts not when filed.

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

Councilor Schocke asked if the Council takes no action within the 90, then the unfavorable recommendation stands. He was advised it did.

Olga Briseno, a member of the Advisory Board of Zoning Appeals explained the Unfavorable Recommendation to the Council. She began that we came up with the unfavorable recommendation because the petitioner presented to us a retail and storage facility for that area. We're very sensitive about self-storage because the location is at the entrance into Highland. In looking at the plans, roughly 169,000 square feet was allotted to the self-storage, which is kind of the main reason we were looking at it that way. We found out it was like 169,000 square feet for storage and something like 8,000 square feet for retail. There were 6 units in the front and the self-storage facility behind and which is 4 stories high. When we asked questions about a restaurant or other retail opportunities, the petitioner advised that there was a parking issue. Well, they have enough room for parking if they didn't make the self-storage facility so big. The petitioner also planned a large sign out front advertising the self-storage facility.



TOWN OF HIGHLAND

Highland Municipal Building • 3333 Ridge Road
Highland, Indiana 46322
219-838-1080 • Fax 219-972-5097



Population 23,696
Incorporated in 1910

January 26, 2023

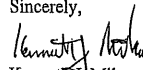
Tom Black, President
Highland Town Council
3333 Ridge Road
Highland, IN 46322

RE: CERTIFICATION OF ACTION BY THE TOWN OF HIGHLAND ADVISORY BOARD OF ZONING APPEALS (ABZA) CONCERNING A USE VARIANCE REQUEST BY MITCH FELDMAN OF THE FELDMAN COMPANIES, FOR THE LOCATION COMMONLY REFERRED TO AS 8141 INDIANAPOLIS BLVD., HIGHLAND, INDIANA, FOR THE PURPOSE OF ALLOWING THE PETITIONER TO DEVELOP THE PROPERTY AS A MIXED USE RETAIL/CLIMATE CONTROLLED STORAGE FACILITY. THE PROPERTY IS LOCATED WITHIN A B-3 GENERAL BUSINESS DISTRICT/INDIANAPOLIS BLVD. OVERLAY DISTRICT IN WHICH CLIMATE CONTROLLED STORAGE FACILITIES ARE NOT A PERMITTED USE IN THE UNDERLYING ZONING/OVERLAY DISTRICTS.

The Town of Highland Advisory Board of Zoning Appeals met in regular session on Wednesday, January 25, 2023. As part of their agenda, by a vote of four (4) in favor and zero (0) opposed, the Board voted to send an **Unfavorable Recommendation** to the Town Council for the petitioner's Use Variance request.

Please find attached the prepared Findings of Fact and meeting minutes for said hearing for this petition. The file content can be made available upon request. The attached Findings will be memorialized at the February 22, 2023 ABZA meeting. This matter can now be acted upon by the Town Council. Should you have any questions, please do not hesitate to contact me.

Sincerely,


Kenneth J. Mika
Zoning Administrator

Cc: Town Council
Mark Herak
John Reed

Attached: Findings of Fact
1/25/23 Meeting Minutes

HIGHLAND BOARD OF ZONING APPEALS

Petitioner:	Property Location:
Mitch Feldman	8141 Indianapolis Boulevard
Highland 41 Investment, LLC	Highland, IN 46322
3323 NE 163 rd Street, Ste. 506	
North Miami Beach, FL 33160	

FINDINGS OF FACT FOR UNFAVORABLE RECOMMENDATION
OF A USE VARIANCE IN THE INDIANAPOLIS BLVD. OVERLAY DISTRICT

- 1) The Petitioner requests a favorable recommendation for a Use Variance at 8141 Indianapolis Boulevard, Highland, IN, for a comingled retail and climate-controlled indoor storage facility in the Indianapolis Boulevard Overlay District. The uses allowed in the Indianapolis Boulevard Overlay Zoning District, defined within Highland Municipal Code ("HMC") Chapter 18.55.050 (C), do not include Storage Facilities as a permitted use. Therefore, this petition is considered under HMC Chapter 18.115.050, "Use Variances."
- 2) This matter came before the Highland Board of Zoning Appeals for public hearing on January 25, 2023. Petitioner appeared in person and by attorney Scott Yahne and development consultants DVG Team, Inc. Petitioner presented proof of notice and publication as required by law.
- 3) Ms. Murovic asked attorney Scott Bilse if the proofs of publication were in order. Mr. Bilse stated that the Proof of Publication was in order, and that the same was properly published for the meeting of January 25, 2023. Additionally, Mr. Ken Mika confirmed that the signage was correctly posted on the subject property.
- 4) Mr. Yahne introduced himself, Mr. Feldman of Highland 41 Investment, LLC, Mr. Feldman's son, Jordan Feldman, (the Director of Development), and Mr. Pozen of DVG Team, Inc. Mr. Yahne explained that the subject property is the former Coach USA bus terminal that has been vacant from some time. Mr. Yahne stated that the developer was extremely well organized and desired to be a long-term part of the Highland community. Mr. Yahne stated that the DVG Team would be explaining the constraints of the project, including the traffic issues involved with the subject property being located near the bottom of the overpass bridge. Mr. Yahne then introduced Amish Patel, the principal owner of the subject property, and added that Mr. Patel and his brother would remain involved in the project moving forward. Although, what that involvement would consist of was not disclosed to the Board. Mr. Yahne then stated that the purpose of the Use Variance request was to allow a unique mixed-use development of incorporating climate-controlled self-storage in the rear of the subject property and enhanced retail in the front of the subject property. Mr. Yahne then offered a letter from the Mayor of the City of Miramar, Florida, outlining the City's praise for Mr. Feldman and his company for the positive experience they have had with Mr. Feldman's facility in their city. Mr. Yahne then commented that Mr. Feldman's understanding of the importance of working with

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Mr. Yahne stated that the property has been a difficult to develop by the owners because of the size and shape. Mr. Yahne alleged that the owners have looked into several development options over the years, and claimed that almost all of them have presented challenges that the property is not well suited to handle, and, thus, most of the other options have failed. Mr. Yahne expressed that the proposed use is a use that could work out well there, especially with the reduced traffic turning movements and limited parking. Petitioner added that the proposed facility would not work in an industrial or light industrial area because those areas are best suited for the drive-up, orange door, outdoor facilities that are not climate-controlled. Petitioner concluded by stating that the proposed use would be a first class, 5th generation, climate-controlled facility more for residential than commercial users, and that he wouldn't be here tonight if there was not a market demand for such a facility.

5) Mrs. Murovic, the Chairperson, then opened the meeting to the public. One resident, Tammi Kowalik, of 9134 Idlewild Drive in Highland introduced herself and said she was a long-time resident of Highland. Ms. Kowalik stated that she has seen the property sit through the years it has been vacant and feels that it looks horrible. Ms. Kowalik added that the property is an eyesore when driving into Highland right after the "Welcome to Highland" sign. Ms. Kowalik went on to say that, after looking at the drawings presented by the architects for this project, she felt it would be the prettiest building in Highland. Ms. Kowalik concluded by saying she felt it was a "no-brainer" to support this project and that it was preferable to looking at the empty property.

6) Hearing no further remonstrance, Mrs. Murovic closed the meeting to the public and brought the discussion back to the Board.

7) Mr. Doug Turich asked if the Petitioner had other facilities in the Chicagoland area. Petitioner replied that they are working with one company, but that project is not finalized or built yet. Mr. Turich then asked what the average size of the units would be and inquired about the average cost per month. Petitioner said the average size would be approximately 95 – 100 square feet, or 10' x 10' in the Highland area. In large cities, such as Manhattan, the average size would be much smaller, possibly 4' x 4', so the average size depended on the location of the units. Petitioner's son, Jason Feldman, stated the average cost to be \$1.50 - \$2.00 per square foot, or approximately \$175 - \$200 per month for the 10' x 10' units, which he stated was market rent. Mr. Turich then asked what the occupancy rate typically was for their units. Petitioner said the occupancy rate is typically 90% – 92% and that in a good market, it will be 95%. Petitioner added that the rate is usually never 100% because people are always moving out.

Mr. Thomas asked why the Petitioner thinks Highland would want these storage services. Petitioner replied that there are supply and demand metrics based on population and square feet of storage in the market. Petitioner continued that even though there are many single-family homes in Highland, there are renters, both high-income and low-income. Petitioner also added that some of the highest users of climate-controlled storage facilities are people with garages who do not want to put their belongings in the garage to prevent the property from being ruined. Mr. Thomas mentioned there were a few other

storage facilities in the area that were not at full capacity now. Mr. Yahne pointed-out that the facilities Mr. Thomas was referring to were not the same product as what Petitioner would be providing. Mr. Yahne mentioned that he had gotten the same resistance from other nearby towns that have since gone with the climate-controlled units and said towns now realize how much better they are and are happy with the change. Petitioner added that this was a great market for storage and that there was a population here that would use the proposed facility. Mr. Thomas then commented on the ratio of retail to storage at the proposed facility, which was 8,585 square feet of retail to 161,884 square feet of storage, which Mr. Thomas expressed was a large variation.

Ms. Briseno asked if the windows in front of the building were "false-fronts," or actual windows. Petitioner replied they were false fronts. Ms. Briseno then asked if he would consider having more retail and possibly two or three floors of retail instead of just one. Petitioner replied that 2nd and 3rd floor retail typically doesn't work. Petitioner added that if they were to add retail, it would change the entire traffic and parking metrics, and that the parking spaces would need to be doubled. Ms. Briseno asked why they couldn't have a parking garage to facilitate that need. Petitioner explained that structured or wrap-around parking is so expensive that it was not a feasible option and couldn't be economically justified any longer. Ms. Briseno then asked if they had considered condominiums on the 2nd or 3rd floor of the retail building. Petitioner and Mr. Pozen replied that there would also be parking issues with that option. Mr. Yahne mentioned that noise in the area may make this property unappealing for condos. Ms. Briseno asked how sure they were that the retail would be rented and utilized. Petitioner replied that he thought there was a good possibility that certain types of businesses such as a golf shop or a boutique would be desirable in this location. Ms. Briseno stated she was concerned that if the retail didn't rent, Petitioner might come back in the future and ask for all storage. Petitioner replied that they would be building the facility as mixed use and the retail space would be used only for retail. Petitioner then stated that he was hearing a lot about the entrance to the town and how important that was, and that they didn't want to see storage. Petitioner stated that the project proposal would be very aesthetically pleasing to look at, would meet the requirements of the Zoning Overlay District and would have all of the storage located in the rear of the subject property and out of sight to passersby.

Petitioner then asked if it was aesthetics or the actual use that the Board objected to. The Board, generally, replied that the objection was to both the use and the aesthetic. Petitioner stated that this was a great-looking facility and if it was windows that needed to be changed, they would accommodate that. Mr. Mika pointed out that the aesthetic issues would be addressed at the Plan Commission level, and stated that the Petitioner would have to submit a development plan, which petitioner essentially had put together already.

Mrs. Murovic stated she felt the town was looking for more retail. Petitioner said that they had been asked at a previous meeting if they would consider adding more retail on another piece of property that the town owned, and they had stated they would be open to that possibility. Mr. Mika pointed-out that the particular piece of property the town owns to the south would not be conducive to develop as retail space because the town had purchased that property for issues pertaining to flood control.

Mr. Turich asked Petitioner what his return on investment was and what would happen if he did not meet those targets. Mr. Turich added that he was worried if Petitioner's predicted occupancy didn't materialize that he may walk away from the project, leaving the town with a building that would have a lot of internal spaces that would be difficult to utilize for any other purpose. Petitioner replied that this would be a nightmare and that it had never happened to him. However, the Petitioner went on to answer that he wouldn't be able to pay the debt, the bank would foreclose and the development would be sold to an institutional buyer. In that event, the Petitioner stated, he would lose all of his equity, and the bank would reprice the development at a much lesser value and that the units would be leased out. The Petitioner believed that a national chain would buy the development at a discount if he couldn't make it work. Mr. Yahne pointed out that there was much research involved in demand of the use before Petitioner would get involved in a property for development. Petitioner agreed that was the case with every one of his projects. Petitioner added that he had never lost a property, never lost equity, or ever lost money for his partners. Petitioner added that if you Google storage units during recession or during pandemic, the results show that this asset happens to be one that is very resistant to good and bad economies because there is always a need for the self-storage units.

Mr. Mika suggested that, although there is an understanding that this storage would all be in an enclosed building, there could be a legal document prepared in the future as a covenant that all the storage would be in an enclosed facility so that there would be no vehicles, trucks, or materials out in the open in the future if there would be changes in ownership. Mr. Yahne assured Mr. Mika that those commitments can be adopted by the Town Council and can be made a matter of public record.

8) Mr. Thomas motioned to give an unfavorable recommendation to the Town Council for the Use Variance requested by Petitioner for the mixed-use retail/storage facility at 8141 Indianapolis Boulevard. Mr. Turich seconded the motion, and the motion received a unanimous vote of four (4) in favor and none (0) opposed.

9) Pursuant to the testimony and facts submitted to the board, which are a part of the record herein, the Board of Zoning Appeals makes the following Findings of Fact:

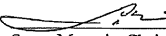
- A. The Town of Highland Zoning Ordinance, HMC 18.55.050 et seq, lists the uses and limitations of uses permitted in the Indianapolis Boulevard Overlay District.
- B. Unless a Use Variance is granted, the subject property could not be used as a Storage Facility as the same is not permitted in the Indianapolis Boulevard Overlay District.
- C. The Petitioner requests a Use Variance for a mixed-use retail and climate-controlled storage facility at 8141 Indianapolis Boulevard, which property

is not currently amenable to such use due to the existence of the Indianapolis Boulevard Overlay District, HMC Chapter 18.55.050 et seq.

- D. Due to the fact that most of the surrounding properties are retail in nature, and the proposed Use Variance would change the general nature of use for the subject property from its current status within the Indianapolis Boulevard Overlay District, create potential hazards for the public, and generally be of a character completely different than the other uses in the immediate vicinity, the Petitioner's request is unreasonable.
- E. That the proposed Use Variance would subvert the general purposes served by the Highland Zoning Ordinance, (HMC 18.55.050), would materially or permanently injure other property or uses in the same zoning district and vicinity, and would be injurious to the public health, safety, morals and general welfare of the community.
- F. That the proposed use is not compatible with the allowable uses and layout of the subject property in general, or the other similarly situated properties in the area, and the proposed use will adversely affect neighboring properties.

WHEREFORE, based upon the above Findings of Fact, the Highland Board of Zoning Appeals, by a vote of four (4) in favor and none (0) opposed, voted to MAKE AN UNFAVORABLE RECOMMENDATION to the Highland Town Council for the Use Variance requested. Action taken to give UNFAVORABLE RECOMMENDATION to the Town Council on January 25, 2023. Findings of Fact approved the 22nd day of February, 2023.

TOWN OF HIGHLAND
BOARD OF ZONING APPEALS


Susan Murovic, Chairperson
Town of Highland Board of Zoning Appeals

x. Discussion: Safe Haven Baby Boxes, Inc., Service Fees and Expense Schedule, Indiana Volunteer Fire Stations.

It isn't necessary for the Town Council to adopt an ordinance for the project to proceed because an enabling statute has been approved in Indiana that indemnifies a parent, a volunteer fire department, its emergency medical services provider, officers and employees from criminal and civil liability if an infant not more than 30 days in age is surrendered to a Baby Box. An Agreement is necessary between the Town Council and the Safe Haven Baby Boxes.

A sample agreement as provided by Rich Underkofler has been forwarded to Attorney Reed for his review.



SAFE HAVEN BABY BOXES, INC.
SERVICES, FEES, AND EXPENSES SCHEDULE
INDIANA VOLUNTEER FIRE STATIONS

Initial Fee: \$12,000

1. "Pre-installation" Services:
 - a. Examination of location
 - b. Administrative/Legal resources
 - c. Consultation on programs
 - d. Assistance with raising funds to support the cost of the box (optional)
2. Installation Services:
 - a. Inspection of installation
 - b. Training to all emergency personnel
3. Post Installation Services:
 - a. Marketing of the box
 - b. 24/7 hotline available to the community
 - c. Advertising of the box
 - d. Efforts to support raising awareness on a local, state, and national level supporting the box in each community

Annual Fee: \$300

1. Annual Fee Services
 - a. Recertification of the box by a licensed contractor
 - b. Maintenance of box from expected use
 - c. Unlimited repairs and parts replacement as a result of a malfunction and not as a result of negligence or vandalism.

OTHER FEES NOT INCLUDED IN INITIAL FEE: (Estimated at \$5,000-\$7,500)

**Fees vary based on location and/or services donated by local community members. The below items are estimates and not a guarantee of cost.*

2. Delivery: Minimum \$500.00. Cost based on location and transportation from Indiana. Provider can pick up at our Fort Wayne IN manufacturing facility to waive the delivery charge. (Must be pre-scheduled)
3. Installation: Labor and materials--\$2,000-\$3,500 (Location may be able to get this donated)
4. Electrical and Alarm: hook up to internal alarm system (Internal alarm must go to 911 dispatch for use with the baby box)--\$1,200
5. Annual Alarm Service: Annual fee for monitoring--\$300 annually paid by location to Alarm Company
6. Permits or other requirements prior to construction. (varies)
7. Internal baby box Wi-Fi video monitoring service. Box comes pre-installed with the Amazon™ Blink camera and requires a third-party membership to activate. Location must have a Wi-Fi connection.

**Alternatives may apply. Please contact SHBB for more information.*

Rich Underkofler began to explain the proposal to the Council. He sent a copy of the Lease Proposal to the Council and Attorney Reed. It isn't necessary for the Council to

adopt the ordinance as originally suggested because the enabling statute has been approved in Indiana that indemnifies a parent, a police or fire department, emergency medical providers and employees from the criminal and life civil liability if an infant not more than 30 days of age and is surrendered to a baby box. The agreement must be between the Town of Highland and Safe Haven Baby Box. He said he forwarded the model agreement to Attorney Reed.

Councilor Zemen asked who else has a baby box? He was advised that Schererville and Crown Point both have them and they're located in one of their fire stations. Franciscan in Hammond had one but when they closed it was moved to one of the Hammond Fire Stations.

Rich was asked about the costs. He said much of the costs are covered by the Rotary Club Corn Roast Revenue. He said the boxes are manufactured in Fort Wayne, Indiana. The Highland Fire Department said they would make arrangements to pick up the box and transport to Highland at no cost. The initial fee to Safe Haven Baby Boxes is \$12,000. Rich said he did apply for an \$8,000 grant, provided by the State, on behalf of the Rotary Club to cover a portion of those costs. In addition, he said many of the costs will be covered by in-kind contributions, for example the installation by 1-800- Board up. He assumed that Alert Alarm, which provides alarm services for the evidence room for the police station will also provide an in-kind contribution for the alarm. He's not asking the Town to waive the building permits. Per the agreement, the Town has to advertise for 30 weeks the existence of a safe haven box for public awareness and he's talked with Lamar Outdoor to use the time allotted to the Town to advertise the existence of the Safe Haven Baby box. He said there is an annual \$300 fee. He did say they have 3 pledges from Highland businesses, one who want to remain anonymous, who agreed to pick up the remaining costs.

Councilor Sheeman who is behind the project but is concerned the Safe Haven Baby box will be located at the back of the Fire Station. He asked where the other fire departments had located their Safe Haven Baby box but no one had a definitive answer for him.

Rich responded that it would be on the side of the fire station or the 4th Street side. He told the Council he had some very nice pictures of the Safe Haven box and shared it with the Council.

Councilor Zemen asked about the side of box and he was advised around 4' x 4'.

Rich said there was no urgency as they cannot begin the project till July.

The Clerk-Treasurer advised that once Attorney Reed has reviewed and given his approval on the Lease and Service Agreement, it will be placed on the agenda.

LEASE AND SERVICE AGREEMENT

THIS LEASE AND SERVICE AGREEMENT ("Agreement") is made and entered into effect as of [REDACTED], 2023 between Safe Haven Baby Boxes, Inc., an Indiana nonprofit corporation, ("SHBB") and the Town of Highland, Indiana, ("Provider").

RECITALS

WHEREAS, SHBB is a nonprofit educational organization that provides information and services related to child welfare, safe haven laws, initiation and implementation of newborn safety devices ("Safety Device") as defined under Indiana law, and awareness related to preventing child abandonment;

WHEREAS, Provider is an Indiana Municipal Corporation;

WHEREAS, Provider owns and operates a Fire Department with Fire Stations as contemplated by I.C. § 31-34-2.5-1 that is open and staffed by an Emergency Medical Service Provider ("EMSP") as defined by Indiana law under I.C. § 16-41-10-1, 24 hours a day 7 day a week.

WHEREAS, Provider desires to install a Safety Device on Provider's premises at its Central Fire Station, 2901 Highway Avenue, Highland, Indiana 46322;

WHEREAS, SHBB is agreeable to installing a Safety Device at the Provider's premises and undertaking certain services in relation thereto; and

WHEREAS, Provider has confirmed that its location is permissible under the laws and regulations of the State of Indiana for the placement of a Safety Device on its premises. Additionally, Provider has confirmed that it is permissible under the laws and regulations of the State of Indiana for Provider to install, maintain and/or operate the Safety Device on its premises.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated by reference and made a substantive part of this Agreement, the mutual terms and premises contained herein, and for other good and valuable consideration, the parties agree as follows:

Section 1. Installation. SHBB shall provide to Provider one (1) Safety Device for installation by Provider on the premises of Provider. Upon request of Provider, SHBB shall advise Provider regarding appropriate installation and placement of the Safety Device. SHBB and Provider agree to cooperate in good faith with respect to the appropriate third-party contractors for the placement of the Safety Device and to ensure that such third-party has the appropriate skill and knowledge for constructing improvements to Provider's facility. Provider with the Rotary Club of Highland and its funding partners shall be responsible for all installation costs and any related expenses for labor and/or materials. Provider is responsible for compliance with all applicable federal, state, and municipal or local laws, rules, and regulations and all

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laws, rules, and regulations pertaining to leasing the Safety Device and any other legal requirements for the installation, operation, maintenance, and general use of the Safety Device. The parties agree to abide by the related policies and procedures set forth in Exhibit "A" (the "Policies and Procedures") of this Agreement to the extent they are not inconsistent with federal, state and municipal or local laws, rules and regulations pertaining to the installation, maintenance, and operation of the Safety Device. Exhibit A and any exhibits to Exhibit A are hereby incorporated and made a substantive part of this Agreement by reference.

Section 2. Additional Services by SHBB. SHBB shall additionally provide the following services to Provider:

- A. Provision of educational materials to Provider;
- B. On-site education of Provider's personnel (if requested by Provider) regarding use of the Safety Device;
- C. Provision of educational information to the general public regarding the location and awareness of the Safety Device at the Provider's facility as well as other educational resources related to child welfare advocacy and safe haven law awareness. SHBB's obligations, as set forth in Section 1 and 2 of this Agreement, and in Exhibit B ("Services, Fees, and Expenses Schedule"), attached hereto and incorporated herein as a substantive part of this Agreement;
- D. Annual inspection and regular maintenance of the Safety Device;
- E. Will exclusively update the Safety Device and repair and provide for replacement of parts if/when the Safety Device is malfunctioning and/or in need of updating or repair. The costs and expenses of same are to be borne as outlined in this Agreement; and
- F. Will operate a toll-free phone number for the general public to utilize in emergency situations involving abandoned children or issues related thereto.

(Section 2 subparagraphs A through F hereinafter collectively referred to as "Services").

Section 3. Lease Term. The term of this Agreement shall be for five (5) years ("Term") and shall renew for successive five (5) year terms upon the mutual agreement of the parties to the terms, fees, and conditions, unless terminated in accordance with Section 9, below or as otherwise agreed to by the parties.

Section 4. Consideration. In consideration for leasing the Safety Device and providing the Services described under Sections 1 and 2 above, Provider has paid to SHBB the

initial fee of Twelve thousand and 00/100 U.S. Dollars (\$12,000.00). Additionally, Provider shall pay an annual fee of Three Hundred and 00/100 Dollars (\$300.00) and other associated expenses and costs as agreed to by the Parties on January 1 of every year that this Agreement is in force. The foregoing fees and expenses include, but are not limited to the services and expenses listed in the Services, Fees, and Expenses Schedule attached hereto as Exhibit B.

Section 5. Obligations of Provider. In addition to any and all other obligations of the Provider set forth herein:

- A. Provider agrees to follow all policies and procedures provided by SHBB which may change from time to time without notice to Provider; however, as long as is practicable, SHBB shall provide at least thirty (30) days prior Notice to Provider for any changes/additions to its policies and/or procedures provided by SHBB/contained herein. Provider shall have thirty (30) days to review any changes/additions to policies and/or procedures relating to this Agreement and to notify SHBB if Provider accepts such updated/new policies/procedures. For accepted changes/additions Providers acceptance of shall not be unreasonably withheld. Provider and SHBB agree to negotiate any rejected changes/additions; however, any changes to the law of Indiana or Federal law regarding the Safety Device shall not be rejected. For any rejected changes/additions to the policies and/or procedures arising herein or relating to this Agreement that cannot be negotiated/agreed to after a good faith attempt to do so, the parties agree that this Agreement may be terminated in accordance with Section 9 of this Agreement. If Provider does not notify SHBB of its rejection of any change or addition to SHBB's policies and procedures provided by SHBB/contained herein within the thirty (30) days described in this Section, such changes and/or additions to SHBB's policies and procedures shall be deemed accepted by Provider. Such current policies and procedures are included as Exhibit A to this Agreement. By way of Provider's signature hereto, shall evidence Provider's agreement, acknowledgement, and receipt of the Policies and Procedures;
- B. Provider agrees to utilize, maintain, and operate the Safety Device for its intended use, as set forth herein;
- C. Provider agrees to maintain the Safety Device in good working order;
- D. Provider agrees to not change, add to, subtract from, improve, alter, rebrand, or otherwise modify the Safety Device and accompanying signage in any manner as set forth in Exhibit A in any manner whatsoever without the prior written approval of SHBB;

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- E. Except for signage displaying funding grant contributions from the Rotary Club of Highland and the Indiana Department of Homeland Security, Provider agrees to use best efforts to prevent any third parties from adding to, subtracting from, altering, rebranding, or otherwise modifying the Safety Device and accompanying materials/signage as set forth in Exhibit A in any manner whatsoever without prior written approval by SHBB;
- F. Provider agrees to immediately notify SHBB of any alteration, repair, or any other kind of damage or modification to the Safety Device unless said modification was performed by SHBB;
- G. Provider agrees to accept complete liability for any and all unapproved modifications to the Safety Device, unless those requirements required by Indiana and for federal law, and any and all unapproved modifications to accompanying parts of the Safety Device, including required signage/materials;
- H. Provider agrees to reimburse SHBB for any damages, repairs and/or any other kind of modifications of any kind of and/or to the Safety Device;
- I. Provider agrees to accept complete liability for modifications to the Safety Device which are the result of: its own actions, omissions, and/or failure to use best efforts to maintain the Safety Device in good working order or best efforts to prevent any modifications to the Safety Device by a third party;
- J. Provider shall refer to the Safety Device as a "Safe Haven Baby Box";
- K. Provider shall procure and maintain a twenty-four (24) hour dual alarm monitoring of the Safety Device at all times and shall confirm with SHBB that such service is acceptable ~~and Provider's~~;
- L. Provider shall procure, use, and maintain twenty-four (24) hour video monitoring system and any accompanying computer, phone, or tablet application for use of same of the inside of the Safety Device;
- M. Should alarm or video monitoring be disconnected for any reason, Provider shall immediately notify SHBB and shall secure the Safety Device by locking its exterior door and removing all signage and materials related to its use and functionality;
- N. Provider shall maintain the Safety Device in an area that is conspicuous and visible to Provider's staff/EMSP;

O. Providers agrees SHBB may, but is not required to, inspect the Safety Device at any time, including, but not limited to: to ensure that it is in good working order, to ensure proper branding and signage is being displayed, and to conduct tests related to its functionality and monitoring and alarm systems:

P. PROVIDER AGREES IT IS IMPERATIVE THAT ANY MALFUNCTION IDENTIFIED WITH RESPECT TO THE SAFETY DEVICE OR ANY DISCONNECTION IN THE SAFETY DEVICE MONITORING SYSTEM RESULT IN THE IMMEDIATE SECURING AND LOCKING OF THE SAFETY DEVICE SO THAT IT MAY NOT BE USED BY THE PUBLIC DURING THIS TIME PERIOD. FAILURE TO DO SO MAY RESULT IN A THREAT OF BODILY HARM OR DEATH TO AN INFANT PLACED IN THE SAFETY DEVICE DURING ANY PERIOD OF TIME IN WHICH THE SAFETY DEVICE IS MALFUNCTIONING OR NOT.

Section 6. Representations and Warranties.

A. Representations & Warranties of Provider. Provider represents and warrants that the undersigned is a duly acting and authorized agent of Provider who is empowered to execute this Agreement with full authority of Provider. Further, Provider has undertaken a reasonable investigation into the laws and regulations governing the jurisdiction with which it intends to place the Safety Device and has confirmed that such placement, operation, use and administration of the Safety Device does not violate any provision of any law, ordinance, governmental regulation, court order or other similar governmental controls. Provider represents and warrants that it will accept the Safety Device on an "As-Is" basis.

B. Representations & Warranties of SHBB. SHBB represents and warrants that the undersigned is a duly acting and authorized agent of SHBB who is empowered to execute this Agreement with full authority of SHBB. Further, SHBB has full ownership of the Safety Device.

SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT A MEDICAL DEVICE AND HAS CONFIRMED SUCH WITH THE FOOD AND DRUG ADMINISTRATION IN 2019, BUT NOT SINCE. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT INTENDED AS A CONSUMER PRODUCT AND THUS IS NOT REGISTERED WITH THE CONSUMER PRODUCT SAFETY COMMISSION. SHBB FURTHER REPRESENTS THAT THE SAFETY DEVICE IS NOT REGISTERED WITH THE FEDERAL TRADE COMMISSION AND/OR THE FEDERAL

**COMMUNICATIONS COMMISSION. SHBB REPRESENTS THAT
THE SAFETY DEVICE IS NOT TESTED BY NATIONALLY
RECOGNIZED TESTING LABORATORIES PROGRAM.**

Section 7. Insurance.

- A. Provider agrees to procure and maintain in full force and effect at all times during the Term of this Agreement and any renewals thereof, at its own cost and expense, a policy or policies of comprehensive commercial general liability insurance on an occurrence basis, in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate and a \$2,000,000 limit umbrella coverage, which shall afford coverage for the acts and omissions of a party in relation to the party's obligations pursuant to this Agreement.
- B. Provider further agrees that SHBB shall be named as an additional insured on its comprehensive commercial general liability insurance policy (unless the party's insurer indicates that coverage is available absent a separate endorsement). Each party agrees to execute/sign any and all documents/forms necessary for SHBB to be named as an additional insured on the Provider's policy.

Section 8. Indemnification. Each party agrees to defend and indemnify, protect and hold harmless the other party, its officers, directors, employees, volunteers, independent contractors, agents and all other persons and related entities thereof against any loss, claim at law or equity, cause of action, expenses, damages or any other liability (collectively, "Claim") arising in relation to and to the extent of the indemnifying party's gross negligence or willful or wanton misconduct, whether acts or omissions, in the installment, placement, removal, use, and maintenance of the Safety Device in, on, or about Provider's facility or premises.

Section 9. Termination. Provider may terminate successive Terms of this Agreement upon sixty (60) days prior written notice from Provider to SHBB. In accordance with Section 5 of this Agreement, Provider and/or SHBB may terminate this Agreement on notice of a change of policies and procedures by SHBB that Provider did not previously agree to after a good faith attempt has been made to negotiate the change or addition to the policies and/or procedures arising herein or relating to this Agreement. SHBB may terminate this Agreement for any reason specified under Section 10, below. At the point of termination of this Agreement, Provider shall secure and lock the Safety Device and remove all signage provided by SHBB. Provider shall place new visible signage denoting that the Safety Device is not functional and that any person desiring to utilize the Safety Device should instead contact emergency services. If Provider removes the Safety Device, then it shall make arrangements with SHBB for its conveyance or retrieval to SHBB. SHBB shall not

be obligated to remove the Safety Device; however, at any time after this Agreement has terminated, SHBB may, at its sole discretion, notify Provider that it intends to remove and recover the Safety Device. Under such circumstances, Provider agrees to cooperate with SHBB in the retrieval of the Safety Device, the expenses of which shall be borne by SHBB, so long as expenses do not exceed \$500 and unless the termination of this Agreement was under Section 10, below, in which case the costs hereunder shall be borne by Provider.

Section 10. Remedies.

A. Option to Cure. Any uncured breach of this Agreement by Provider shall give SHBB the option of immediately terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense. If Provider is notified by SHBB that the Safety Device is not properly functional or lacks monitoring required by this Agreement, then SHBB may order the Safety Device secured and locked until further inspection. Provider shall have thirty (30) days to cure any lack of monitoring or improper functioning of the Safety Device, such time may be extended by any delay attributable to SHBB. If Provider does not cure any lack of monitoring or improper functioning of the Safety Device within the initial thirty (30) day period upon SHBB's review and report, Provider may have an additional thirty (30) days to cure any breach. If Provider fails to cure any breach of this Agreement after two attempts to cure as set forth above, SHBB may terminate this Agreement if it concludes in its sole discretion that Provider has not upheld its obligations under this Agreement. Any breach of this Agreement by Provider which has not been cured by Provider within thirty (30) days after notice received from SHBB shall give SHBB the option of terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense.

B. Attorneys' fees. Attorneys' fees, costs and expenses, shall be awarded to the prevailing party for any dispute relating to or arising from this Agreement.

Section 11. Ownership of Safety Device. Provider agrees and acknowledges that ownership of the Safety Device remains with SHBB, and this Agreement is merely a services and lease agreement. Provider shall not sell or otherwise transfer the Safety Device during or after the term of this Agreement without the specific written consent of SHBB.

Section 12. Disclaimer and Limitation of Warranties.

SHBB IS NOT THE MANUFACTURER OF THE SAFETY DEVICE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION,

QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE SAFETY DEVICE. WITH RESPECT TO SAFETY DEVICE, PROVIDER ACCEPTS IT "AS IS." THE SAFETY DEVICE SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO PROVIDER BY THE SAFETY DEVICE MANUFACTURER AND/OR AVAILABLE BY THE SAFETY DEVICE'S COMPOSITE PARTS.

SHBB neither assumes nor authorizes any other person associated or related by legal right, corporate entity, governmental entity, or any other entity associated or related by legal right to assume for it, or any other liability in connection with the lease of the Safety Device. There are no warranties which extend beyond the terms of this Agreement, unless otherwise stated or provided for herein or by law via preemption. These warranties shall not apply to the Safety Device or improvements, restoration, repair, remodel, modifications, and/or any other construction work on the Safety Device, related to the Safety Device, or any other part thereof which has been subject to accident, negligence, alteration, abuse or misuse. SHBB makes no warranty whatsoever with respect to accessories or parts not supplied by it.

Section 13. Miscellaneous.

- A. Notice. Notice is effective when made in writing and sent to the parties' addresses or by email. Notice will be considered given as of the date of mailing.

Notice to SHBB shall be given to:

Safe Haven Baby Boxes
Attn: Monica Kelsey
P.O. Box 185
Woodburn, IN 46797

Notice to Provider shall be given to:

Town of Highland, IN
Attn: Clerk-Treasurer
3333 Ridge Road
Highland, IN 46322

- B. Assignability. This Agreement is binding and benefits the successors and assignees of the Provider, which includes any entity with which the Provider may merge or consolidate, or to which it may transfer all of its assets or equity interests. Provider shall not transfer or assign this Agreement, however, without the specific written consent of SHBB, which consent shall not be unreasonably withheld.
- C. Governing Law/Jurisdiction. The validity, interpretation, construction, and performance of this Agreement shall be governed

by the laws of Indiana and Indiana courts. Venue shall be a court of competent jurisdiction in Allen County, Indiana. Each party otherwise waives, to the fullest extent it may legally and effectively do so, any objection which it may now or subsequently have to the laying of venue of any claim or dispute at law or equity arising out of or relating to this Agreement. Each party agrees and acknowledges that any term not defined herein shall be construed to have its everyday, contextual meaning as defined in the latest editions of the Merriam Webster Dictionary, and if a legal term, Black's Law Dictionary; and should any term, condition, or provision of this Agreement be deemed vague, ambiguous, or confusing, it shall not be construed in favor of either party.

- D. Integration/Entire Agreement. This Agreement, along with the attached Exhibits and exhibits thereto, represents the entire expression of the final agreement of the parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Provider by its signature below hereby certifies that Provider agrees to be bound by the terms and conditions and policies and procedures set forth in this Agreement as may be updated from time to time and agreed to in accordance with Section 5 of this Agreement. Any additional terms or conditions contained in purchase orders or other forms not incorporated into this Agreement are expressly rejected by Provider and shall not be binding, unless Provider agrees to in writing signed by both parties. This Agreement may only be modified by a written document signed by both parties.
- E. No Oral Modification. No change, modification, extension, termination, or waiver of this Agreement or any of its incorporated documents or parts, or any of the provisions contained, will be valid unless made in writing and signed by duly authorized representatives of the parties.
- F. Waivers. No waiver of any of the provisions of this Agreement shall be valid and enforceable unless such waiver is in writing and signed by the Parties to be charged, and, unless otherwise stated, no such waiver shall constitute a waiver of any other provision or a continuing waiver.
- G. Severability. In the event that one or more of the provisions of this Agreement shall become invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained shall not be affected as a whole.

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H. Time of the Essence. The Parties expressly recognize that in the performance of their respective obligations under this Agreement and that each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and be effective on the date first above written.

"SHBB"

By: _____
Safe Haven Baby Boxes, Inc.
Monica Kelsey, Founder / CEO

By: Tom Black, President, Town Council

EXHIBIT A

SAFE HAVEN BABY BOXES, INC.
POLICIES AND PROCEDURES

I. Purpose:

- A. Safe Haven Baby Boxes, Inc.'s product is the Baby Box. A Baby Box is a safety device that permits a parent in crisis to safely, securely, and anonymously surrender his or her newborn. A Baby Box is installed in an exterior wall of a designated fire station or hospital. It has an exterior door that automatically locks upon placement of a newborn inside the Baby Box and an interior door which allows a medical staff member to secure the surrendered newborn from inside the designated building.

II. Policies:

- A. A Provider is a Hospital, Firestation, Volunteer Firestation, or Emergency Medical Service Provider Station as contemplated and/or defined by I.C. § 31-34-2.5-1, staffed by an emergency services providers as the term is defined by Indiana law under I.C. § 16-41-10-1, on a twenty-four (24) hour, seven (7) day a week basis and provides a legal location and maintenance for a Safe Haven Baby Box where a newborn may be dropped off consistent with I.C. § 31-34-2.5-1 ("EMSP") by a person who wishes to relinquish custody of a newborn infant as defined by that Statute.
- B. The Baby Box is designed with three trip switches and is activated:
1. When the door is accessed from the outside.
 2. When the newborn infant being placed in the box and activates the motion sensor.
 3. When a visible button is pushed by the person who wishes to relinquish custody when surrendering the newborn infant.

III. Generic procedures when the Baby Box is Activated:

- A. Provider/ Provider's EMSP agrees it must perform the act of retrieving a newborn infant and taking said newborn infant into custody when said infant is:
- i. Voluntarily placed in a Box at a hospital, fire department, volunteer fire department, or emergency medical services station by a person or parent and the parent does not express intent to return for the child;
 - ii. Delivered to EMSP by a person or parent and the parent does not express intent to return for the child; or
 - iii. Handed over to EMSP or a emergency medical dispatch agency (as defined under I.C. § 16-31-3.5-1) pursuant to a 911 emergency call by a parent or person and the parent does not express an intent to return for the newborn infant; or

- iv. Handed over to medical staff after delivery in a hospital or other medical facility when a child's parent notifies the medical staff that the parent is voluntarily relinquishing the infant.
- B. EMSP who take custody of a newborn infant shall perform any act necessary to protect the child's health and safety.
- C. EMSP must respond every time an alarm is activated at the Baby Box to verify whether a newborn infant has been dropped off.
- D. EMSP may access the Baby Box on the inside of the Provider's building. An alarm is activated to signal 911 when the door is opened and the newborn infant may be inside the door area on the prepared bed area.
- E. Newborn infants will be evaluated by EMSP at the location and immediately transported to the closest hospital having emergency services for further evaluation. The evaluation at the hospital will include screenings and examinations by physicians as necessary.
- F. EMSP transporting newborn infants to the hospital will notify the hospital personnel that this was a Safe Haven Baby Box newborn infant surrendered under the Safe Haven Statute, I.C. § 31-34-2.5-1
- G. The hospital supervisor will notify the appropriate state agency and have a social services consult order placed.

IV. Additional Procedures for designated Providers:

- A. All Baby Boxes must be leased from Safe Haven Baby Box, Inc. and may not be re-sold. All Baby Boxes shall remain the property of Safe Haven Baby Box, Inc. throughout each and every Term of any Agreement between Provider and Safe Haven Baby Box, Inc.
- B. To support the education of, and to avoid confusion in the market, the Baby Box may not be rebranded or called anything but a "Safe Haven Baby Box", a "Baby Box", or referred to as a "Box".
- C. Each Provider will maintain uniform signage purchased from Safe Haven Baby Boxes, Inc. at its own expense. Any additional signage must have prior approval from Safe Haven Baby Boxes, Inc.
- D. The Baby Box will be delivered in accordance the following:
 - i Initial Fee has been paid to Safe Haven Baby Boxes.
 - ii The Provider location is able to agree to install, test, train personnel, and schedule the unveiling / blessing within sixty (60) days of receipt of the Baby Box.
 - iii Provider understands delivery of the Baby Box will be scheduled 4 to 6 weeks after payment is received and with mutual agreement of the installation and unveiling / blessing dates.

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- E. The Baby Box will not be announced to the public or otherwise discussed with third parties or go “live” prior to the official unveiling/blessing of the Baby Box, which will be agreed upon prior to “going live”.
- F. The “Go-Live” date will be determined after the following:
 - i Installation is completed and the alarm system is ready for testing.
 - ii Seven consecutive days of successful alarm testing is completed.
 - iii Training of staff is completed.
 - iv Final Inspection is completed.
- G. Provider must maintain dual alarm system/security monitoring service (as contemplated by I.C. § 31-34-2.5-1at Provider’s own expense and may not turn off security monitoring without giving Safe Haven Baby Boxes, Inc. sixty (60) days’ notice.
 - i If a Provider has the dual alarm system/security monitoring service discontinued without Safe Haven Baby Boxes, Inc.’s knowledge, the location is subject to liability, but in no instance greater than the amounts currently allowed for in Florida Statute, s. 768.28.
 - ii Pending notice or drop of security monitoring, Safe Haven Baby Box, Inc. will uninstall the non-conforming location.
 - iii Dual
- H. Each Provider will provide medical information (attached as Exhibit 1) and a copy of parents’ rights (attached as Exhibit 2) located in a bag inside the Baby Box. The bag is to be placed on the medical bassinet and leaning against the outside door.
- I. Each Provider must test the security/alarm system on the Baby Box at least once a week. Provider must keep a log or record of tests and submit the log or record to Safe Haven Baby Boxes, Inc. quarterly and upon the demand of Safe Haven Baby Box, Inc. (Weekly Text Log attached as Exhibit 3). The log or record shall list at least the name of the persons testing the Baby Box, the date tested, and the result of the test.
- J. Provider will ensure that no video monitoring will occur around the part of the building containing or facing the Baby Box.
- K. Provider must perform daily checks of the Baby Box to ensure the presence of an obstetrics kit provided by Safe Haven Baby Boxes, Inc., clean blankets, and medical history sheets (attached as Exhibit 3).
- L. Provider must ensure a climate-controlled environment with a recommended temperature between 72- and 81-degrees Fahrenheit.
- M. Each Provider is responsible for training personnel on the use, features, and procedures of the Baby Box. Provider can contact Safe Haven Baby Box, Inc. for group training services.

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- N. After retrieving a newborn infant from the Baby Box, the Provider must verify that the door to the Baby Box is secured and closed.
- O. After retrieving a newborn infant from the Baby Box, the Provider must reset the alarm system after deactivation.
- P. All safe surrenders of newborn infants are required to be reported to Safe Haven Baby Boxes, Inc. by phone at 260-750-3668 and in writing (Safe Haven Surrender form attached as Exhibit 4) and to the Department of Child Services (DCS) at 800-800-5556 within two (2) hours of the surrender.
- Q. In the event that the Agreement with Safe Haven Baby Boxes, Inc. is terminated for whatever reason, Provider is responsible for all costs and expenses of removing respective Baby Boxes at Provider location(s).
- R. Provider is to use best efforts to secure the integrity and good working function of the Baby Box at all times, including upon removal of any Baby Box, if necessary. Damage to Provider's leased Baby Box(es) is compensable to Safe Haven Baby Boxes, Inc. by Provider. Provider is to reimburse Safe Haven Baby Boxes, Inc. for any and all damage to the Baby Box during the pendency of the Agreement and any termination or expiration of it. Any such reimbursements are to be sent within thirty (30) days to the name and address listed in the Notice provision of the Agreement.

V. Documentation (Documents & Forms):

A. Documents:

- 1 Medical Information Sheet, Exhibit 1
- 2 Parental Rights Form, Exhibit 2
- 3 Weekly Safe Haven Baby Box alarm system checks log, Exhibit 3
- 4 All Safe Surrenders by date and time, Exhibit 4

EXHIBIT B
SAFE HAVEN BABY BOXES, INC.
SERVICES, FEES, AND EXPENSES SCHEDULE
INDIANA VOLUNTEER FIRE STATIONS

Initial Fee: \$12,000

1. "Pre-installation" Services:
 - a. Examination of location
 - b. Administrative/Legal resources
 - c. Consultation on programs
 - d. Assistance with raising funds to support the cost of the box (optional)
2. Installation Services:
 - a. Inspection of installation
 - b. Training to all emergency personnel
3. Post Installation Services:
 - a. Marketing of the box
 - b. 24/7 hotline available to the community
 - c. Advertising of the box
 - d. Efforts to support raising awareness on a local, state, and national level supporting the box in each community

Annual Fee: \$300

1. Annual Fee Services
 - a. Recertification of the box by a licensed contractor
 - b. Maintenance of box from expected use
 - c. Unlimited repairs and parts replacement as a result of a malfunction and not as a result of negligence or vandalism.

OTHER FEES NOT INCLUDED IN INITIAL FEE: (Estimated at \$5,000-\$7,500)

**Fees vary based on location and/or services donated by local community members. The below items are estimates and not a guarantee of cost.*

2. Delivery: Minimum \$500.00. Cost based on location and transportation from Indiana. Provider can pick up at our Fort Wayne IN manufacturing facility to waive the delivery charge. (Must be pre-scheduled)
3. Installation: Labor and materials~\$2,000-\$3,500 (Location may be able to get this donated)
4. Electrical and Alarm: hook up to internal alarm system (Internal alarm must go to 911 dispatch for use with the baby box)~\$1,200
5. Annual Alarm Service: Annual fee for monitoring~\$300 annually paid by location to Alarm Company
6. Permits or other requirements prior to construction. (varies)
7. Internal baby box Wi-Fi video monitoring service. Box comes pre-installed with the Amazon™ Blink camera and requires a third-party membership to activate. Location must have a Wi-Fi connection. **Alternatives may apply. Please contact SHBB for more information.*

- X. Discussion: Discussion:** Revisit Enactment No. 2023-04B - : An Enactment Appropriating Additional Moneys in Excess of the Annual Budget for the **Redevelopment Capital Fund**, all pursuant to I.C. 6-1.1-18, and I.C. 36-5-3-5.

Councilor Zemen moved to table Appropriation Enactment 2023-04B (as amended). Councilor Smith seconded. Upon a roll call vote to table, there were three (3) affirmative votes and two (2) negatives vote with Councilors Zemen, Smith, Schocke voting in the affirmative and Councilors Sheeman and Black

Schocke voting in the negative. The motion passed. Appropriation Enactment 2023-04B as amended was tabled.

REDEVELOPMENT CAPITAL FUND

Acct. No. 4406-0000-42001 Wayfinding Signs	\$36,700.00
<i>Total 400 Series:</i>	\$36,700.00
Fund Total:	\$36,700.00

Councilor Black asked that it remain on the agenda under old business and after Councilor Zemen meets with the Main Street Bureau, he might have enough votes to pass it.

Councilor Zemen said he will be meeting the Main Street Bureau this Wednesday, March 8, 2022, at 6:30 O'clock p.m., after which time he will be better prepared to discuss this issue.

X. Discussion: General discussions

Rich Underkofler asked the Clerk-Treasurer if he would prepare an executive proclamation declaring April 28th 2023, Arbor Day. It is always the last Friday of April. He advised that the Indiana State Nursery is going to give them a big tree to plant, as well as, several smaller seedlings. This year, Arbor Day will be celebrated at the Highland Christian School. The Clerk-Treasurer said he would prepare the proclamation and it would be ready for the 13th plenary meeting of March.

Councilor Black as the Clerk-Treasurer if he would prepare an executive proclamation declaring March as Disabilities Awareness Month. The Clerk-Treasurer said he would prepare the proclamation and it would be ready for the 13th plenary meeting of March.

Councilor Schocke wanted to bring up the issue of political signs in the park and Attorney Reed's opinion. He asked the Council to read the case I sent to them. He asked Councilor Black to clarify his position on the signs. Are you talking about signs in general everywhere or are you talking in somebody's booth? If somebody had a booth, would you allow them to put up political signs. would they be able to put a sign up?

Councilor Black said he didn't want people to dump political signs all over the park, as this is park property.

Councilor Schocke said he was under the impression that you wanted to prohibit political signs at specific booths as that would have been an issue for me. I get

where you are coming from, just dumping political signs all over the park. He said he had a brief conversation with Attorney Reed today and Attorney Reed felt that political signs in booths would be acceptable but not putting a political sign in the middle of a walkway. Councilor Schocke felt that prohibiting political signs in a booth is a constitutional violation.

Councilor Black responded no, it prohibits political signs even at booths as the booths are on park property. He said he was hoping to get this issue resolved before the HCCE started sending out their applications as this point has to be clarified.

Councilor Schocke asked who would be enforcing this policy?

Councilor Black felt the Park Department would have to enforce or whoever's working that night. The HCCE could also enforce.

Councilor Sheeman said there were signs up last year. It's already been done. How do you go back on it? I think this would be a unique opportunity to have the residents come up to booth, pick up the candidate's literature and if the candidate is at the booth, be able to meet them. Candidates cannot knock on every door but with the amount of people who come to the festival, they can meet the candidate running for Council and become informed on the issues. Remember, a lot of people don't vote in these elections.

Councilor Schocke said I am a huge fan of freedom of speech. It doesn't matter what party you are, you should be able to put up whatever sign you want to put up.

Councilor Zemen said with the referendum this year, he felt the voter turnout would be higher. That's gonna bring tons of more people out there who normally would not have voted in the primary. He said 20-years ago, he knew $\frac{1}{2}$ to $\frac{3}{4}$ of the people at the festival but now with so many people not being from Highland, he hardly knows anyone anymore.

Councilor Black said prohibiting of political signs was the policy of the HCCE until four (4) years ago and I thought it would be nice to return to that policy.

Councilor Schocke said has a particular sore spot about it, only because when I was running, I tried to get into the parade and they told me I couldn't put a sign up. I was like, yes I can, because this is America. I pointed out exactly the cases that I just brought up to Mr. Reed, which is literally called Reed versus the Town of Gilbert. Basically, it says that you can't regulate this kind of stuff.

Councilor Black said he wanted to keep the parade and festival separate and he was only referring to the park grounds. One of the remedies is that those booths

who wanted to display a political sign, needed to get a permit. They would have to apply for a permit.

Councilor Schocke said are you gonna make the elephant ears guy get a permit to display his sign or the bands a permit to display their signs. It sounds like you are trying to exclude specifically political speech which is not prohibited by the US Constitution.

Scott Bilse joined the call as he was filling in for Attorney John Reed. I think that John's opinion was really directed toward freestanding signs as opposed to booths.

Councilor Schocke again question Councilor Black on exactly he meant. Is it free standing political signs or political signs on booths?

Councilor Black the booths are private property but on public property owned by the Park Department. He then said, let's wait until Attorney Reed finishes his research and go from there. Let's see if it gets the Council's support, as I would like to advise the HCCE.

Councilor Schocke said that was fine but I'm just letting everyone know that I'm probably going to be calling the ACLU. This is craziness.

There being no further business necessary or desired to be discussed by the Town Council, the regular study session of the Town Council of **Monday, March 6, 2023**, was adjourned by the Town Council President, at 6:59 O'clock p.m.

Mark Herak,
Clerk-Treasurer