

**Enrolled Memorandum of the Meeting
Study Session/Meeting (Convened Electronically/Hybrid)
Twenty-Ninth Town Council of Highland
Monday, April 17, 2023**

The Twenty-Ninth Town Council of the Town of Highland, Lake County, Indiana met in a study session on **Monday, April 17, 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, Metropolitan Police Assistant Chief Pat Vassar and Redevelopment Director Maria Becerra were 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 9 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, Al Simmons and Ben Reinhart..*
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: (1) appointment 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 and Erica Fizer Katepas)

- x. Discussion: Authorize the proper officer to publish legal notice of a public hearing. Public hearing to considering additional appropriations in the amount of \$4,405.88 in the General Fund – 1101-0009-11130 – PD Sworn Overtime to be held on May 9, 2023, at 6:30 P.M. O'clock in the Municipal Building, 3333 Ridge Road Highland. (HIDTA)

Councilor Sheeman asked a question, as he did not feel this was an additional appropriation because the Town is just accepting money. The money's come in and is received a revenue and I understand that but this is not an appropriation as an appropriation is where you ask for more money than you budgeted for. That's what an appropriation means and in this case, we are simply just receiving money.

The Clerk-Treasurer explained that the money was not in the original budget. The money was received into a revenue account. When cash is receipted, it goes into a revenue account and then gets allocated to an expense account. The transfer that Councilor Sheeman is referencing is call an additional appropriation transfer

resolution where the money already exists in the budget and the department head wants to move the money to a different series or account. You have to appropriate the money in order to be able to spend it.

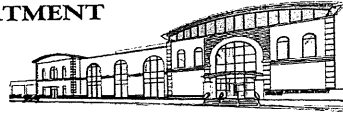
Hearing no other comments from the Council, Councilor Black instructed the Clerk-Treasurer to place the item on the April 24th agenda.



HIGHLAND POLICE DEPARTMENT

3315 RIDGE ROAD
HIGHLAND, IN 46322-2097
(219) 838-3184

RALPH J. POTESTA, CHIEF OF POLICE



April 13, 2023

Mark Herak- Clerk Treasurer
Town of Highland

Dear Mark,

The Highland Police Department has received reimbursement from HIDTA for overtime paid to Corporal Brian Stanley who was assigned to the LCCTF/HIDTA Initiative. The months are November and December of 2022 and January and February of 2023. The amounts have been deposited into the General Fund and we are asking that the total amount of this reimbursement be listed into the Overtime line account as an additional appropriation.

\$141.32	November # 817622
\$706.63	December # 830379
\$2342.71	January # 826168
\$1314.22	February # 830379

TOTAL \$4504.88

I have attached a copy of the invoice and receipt.

We appreciate your consideration in this matter.

Sincerely,

Ralph J. Potesta, Chief
Highland Police Department



Memorandum of Meeting
 Monday, April 17, 2023

RCPT.# 830379

APPROVED BY STATE BOARD OF ACCOUNTS FOR TOWN OF HIGHLAND 2009

RECEIPT - OFFICE OF THE CLERK-TREASURER

TOWN OF HIGHLAND

3333 RIDGE ROAD
 HIGHLAND, IN 46322

DATE: 04/12/2023 Ref: 1101-0000-33131
 RECEIVED OF: CITY OF CROWN POINT
 THE SUM OF: 2,020.85
 DESCRIPTION: REIMBURSEMENTS/ HIDTADECEMBER 2022 - FEBRUARY 2023 LCCTF4/03/2023

ON ACCOUNT OF:		AMOUNT:
1101-0000-33131	PD HYDTA REIMBURSEMENTS	2,020.85
TOTAL		2,020.85

TENDERED: Check 95284 Payment: 2,020.85
 Change Due: 0.00

MARK HERAK/M.HE
 CLERK-TREASURER

RCPT.# 830379

APPROVED BY STATE BOARD OF ACCOUNTS FOR TOWN OF HIGHLAND 2009

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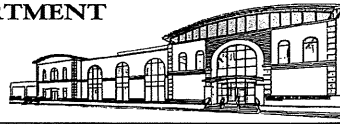
TENDERED: Check 95284 Payment: 2,020.85
 Change Due: 0.00

MARK HERAK/M.HE
 CLERK-TREASURER



HIGHLAND POLICE DEPARTMENT

3315 RIDGE ROAD
HIGHLAND, IN 46322-2097
(219) 838-3184
RALPH J. POTESTA, CHIEF OF POLICE



PD

INVOICE – OVERTIME REIMBURSEMENT

HIDTA Initiative

Invoice Date: **3-1-2023**

Invoice Total: **\$1314.22**

HIGHLAND POLICE DEPARTMENT

3315 RIDGE ROAD
HIGHLAND IN 46322-2097
Telephone: (219) 838-3184
Fax: (219) 972-5095

The Highland Police Department is requesting LCCTF/HIDTA overtime reimbursement for officers assigned to LCCTF/HIDTA initiatives. The following overtime is for the month of February 2023 and has been calculated based on the Highland Police Department's overtime policy. The participating agency of the personnel receiving HIDTA funded overtime shall ensure overtime is tracked, the maximum allowable amounts are not exceeded, the overtime is for HIDTA initiative-related activities, and the individual does not receive overtime compensation from another funding source for the same hours worked. Copies of the overtime sheets documenting the requested reimbursement are on file with the department payroll records and the Clerk Treasurers Office

BADGE #	HOURS	RATE	MONTHLY TOTAL	TOTAL YEAR to date all sources
204	23	\$57.14	\$1,314.22	\$3,656.93

The total reimbursement requested for the officer assigned to the LCCTF/HIDTA initiatives for the month of February 2023 is **\$1,314.22**. I certify that the information provided is accurate and represents actual costs incurred by this agency.

Ralph J. Potesta, Chief

3/1/2023

Date



Memorandum of Meeting
Monday, April 17, 2023

DATE	INVOICE NO.	DESCRIPTION	Check No. 95284 NET AMOUNT
03/07/2023	*Dec22OT-LCCTF	December 2022 OT - LCCTF - 1 officer	706.63
03/07/2023	*Feb23OT-LCCTF	February 2023 OT - LCCTF - 1 officer	1,314.22
			Total: \$2,020.85

THIS CHECK CONTAINS A COLOURED TINT PHOTOGRAPH AND OTHER SECURITY FEATURES

City of Grown Point
101 N First St
Grown Point, IN 46307
CHECKING

OLD NATIONAL BANK
70-180
718
1100 N MAIN ST
GROWN POINT, IN 46307

Check No: 95284

Date: 04/03/2023

Amount: \$2,020.85

PAY Two Thousand Twenty and 85/100 Dollars

TO THE ORDER OF HIGHLAND POLICE DEPARTMENT
3315 RIDGE RD
HIGHLAND, IN 46322-2097

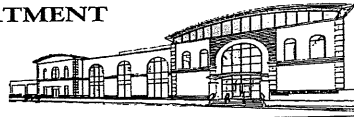
David R. Benson
CLERK - TREASURER

This warrant void two (2) years after Dec. 31 of the year of issue

⑈95284⑈ ⑆086300012⑆ 112915067⑈



HIGHLAND POLICE DEPARTMENT
3315 RIDGE ROAD
HIGHLAND, IN 46322-2097
(219) 838-3184
PETER T. HOJNICKI, CHIEF OF POLICE



90

INVOICE – OVERTIME REIMBURSEMENT

HIDTA Initiative

Invoice Date: **2-1-2023**

Invoice Total: **\$2342.71**

HIGHLAND POLICE DEPARTMENT
3315 RIDGE ROAD
HIGHLAND IN 46322-2097
Telephone: (219) 838-3184
Fax: (219) 972-5095

The Highland Police Department is requesting LCCTF/HIDTA overtime reimbursement for officers assigned to LCCTF/HIDTA initiatives. The following overtime is for the month of January 2023 and has been calculated based on the Highland Police Department's overtime policy. The participating agency of the personnel receiving HIDTA funded overtime shall ensure overtime is tracked, the maximum allowable amounts are not exceeded, the overtime is for HIDTA initiative-related activities, and the individual does not receive overtime compensation from another funding source for the same hours worked. Copies of the overtime sheets documenting the requested reimbursement are on file with the department payroll records and the Clerk Treasurers Office

BADGE #	HOURS	RATE	MONTHLY TOTAL	TOTAL YEAR to date all sources
204	9	\$38.09	\$342.81	\$2,342.71
204	35	\$57.14	\$1,999.90	

The total reimbursement requested for the officer assigned to the LCCTF/HIDTA initiatives for the month of January 2023 is **\$2342.71**. I certify that the information provided is accurate and represents actual costs incurred by this agency.



Peter T. Hojnicky, Chief

2-1-23
Date

Memorandum of Meeting
 Monday, April 17, 2023

Check No. 94871			
DATE	INVOICE NO.	DESCRIPTION	NET AMOUNT
02/15/2023	Jan23OT-LCCTF	January 2023 OT - LCCTF - 1 officer	2,342.71
			Total: \$2,342.71

THIS CHECK CONTAINS A POLISHED VOID PHOTOGRAPH AND OTHER SECURITY FEATURES

City of Crown Point
 101 N. East St.
 Crown Point, IN 46307
 CHECKING

OLD NATIONAL BANK
 1100 N. MAIN ST.
 CROWN POINT, IN 46307

70 180
 718

Check No: 94871

Date	Amount
03/08/2023	\$2,342.71

This warrant void two (2) years after Dec. 31 of the year of issue

PAY Two Thousand Three Hundred Forty-Two and 71/100 Dollars

TO THE ORDER OF HIGHLAND POLICE DEPARTMENT
 3315 RIDGE RD
 HIGHLAND, IN 46322-2097

David B. Benson
 CLERK - TREASURER

⑈9487⑈ ⑆086300⑆ ⑆1129⑆5067⑈

Memorandum of Meeting
 Monday, April 17, 2023

RCPT. # 826168

APPROVED BY STATE BOARD OF ACCOUNTS FOR TOWN OF HIGHLAND 2009

RECEIPT - OFFICE OF THE CLERK-TREASURER

TOWN OF HIGHLAND

3333 RIDGE ROAD
 HIGHLAND, IN 46322

DATE: 03/13/2023 Ref: 1101-0000-33131
 RECEIVED OF: CITY OF CROWN POINT
 THE SUM OF: 2,342.71
 DESCRIPTION: REIMBURSEMENTS/ HIDTAJANUARY 2023 2/15/2023

ON ACCOUNT OF:		AMOUNT:	
1101-0000-33131	PD HIDTA REIMBURSEMENTS		2,342.71
		TOTAL	2,342.71
TENDERED:	Check 94871	Payment:	2,342.71
		Change Due:	0.00

MARK HERAK/M.HE
 CLERK-TREASURER

RCPT. # 826168

APPROVED BY STATE BOARD OF ACCOUNTS FOR TOWN OF HIGHLAND 2009

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TOWN OF HIGHLAND

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 THE SUM OF: 2,342.71
 DESCRIPTION: REIMBURSEMENTS/ HIDTAJANUARY 2023 2/15/2023

ON ACCOUNT OF:		AMOUNT:	
1101-0000-33131	PD HIDTA REIMBURSEMENTS		2,342.71
		TOTAL	2,342.71
TENDERED:	Check 94871	Payment:	2,342.71
		Change Due:	0.00

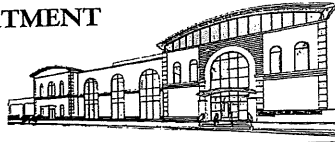
MARK HERAK/M.HE
 CLERK-TREASURER



HIGHLAND POLICE DEPARTMENT

3315 RIDGE ROAD
HIGHLAND, IN 46322-2097
(219) 838-3184

PETER T. HOJNICKI, CHIEF OF POLICE



PD

INVOICE – OVERTIME REIMBURSEMENT

HIDTA Initiative

Invoice Date: 1-1-2023

Invoice Total: **\$706.63**

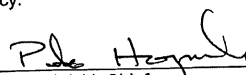
HIGHLAND POLICE DEPARTMENT

3315 RIDGE ROAD
HIGHLAND IN 46322-2097
Telephone: (219) 838-3184
Fax: (219) 972-5095

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BADGE #	HOURS	RATE	MONTHLY TOTAL	TOTAL YEAR to date all sources
204	11	\$35.33	\$388.63	\$6035.22
204	6	\$53.00	\$318.00	

The total reimbursement requested for the officer assigned to the LCCTF/HIDTA initiatives for the month of December 2022 is **\$706.63**. I certify that the information provided is accurate and represents actual costs incurred by this agency.


Peter T. Hojnicky, Chief

1-4-23
Date

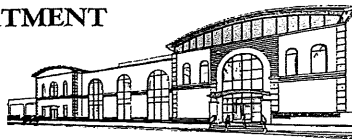




HIGHLAND POLICE DEPARTMENT

3315 RIDGE ROAD
HIGHLAND, IN 46322-2097
(219) 838-3184

PETER T. HOJNICKI, CHIEF OF POLICE



INVOICE – OVERTIME REIMBURSEMENT

HIDTA Initiative

Invoice Date: **12-1-2022**

Invoice Total: **\$141.32**

HIGHLAND POLICE DEPARTMENT

3315 RIDGE ROAD
HIGHLAND IN 46322-2097
Telephone: (219) 838-3184
Fax: (219) 972-5095

The Highland Police Department is requesting LCCTF/HIDTA overtime reimbursement for officers assigned to LCCTF/HIDTA initiatives. The following overtime is for the month of November 2022 and has been calculated based on the Highland Police Department's overtime policy. The participating agency of the personnel receiving HIDTA funded overtime shall ensure overtime is tracked, the maximum allowable amounts are not exceeded, the overtime is for HIDTA initiative-related activities, and the individual does not receive overtime compensation from another funding source for the same hours worked. Copies of the overtime sheets documenting the requested reimbursement are on file with the department payroll records and the Clerk Treasurers Office

BADGE #	HOURS	RATE	MONTHLY TOTAL	TOTAL YEAR to date all sources
204	4	\$35.33	\$141.32	\$5,328.59

The total reimbursement requested for the officer assigned to the LCCTF/HIDTA initiatives for the month of November 2022 is **\$141.32**. I certify that the information provided is accurate and represents actual costs incurred by this agency.



Peter T. Hojnicky, Chief

12-1-22
Date

Memorandum of Meeting
 Monday, April 17, 2023

INVOICE NO.	DESCRIPTION	Check No. 93992	NET AMOUNT
2NOV22OT-LCCTF	November 2022 OT - 1 Officer		141.32
Total:			\$141.32

THIS CHECK CONTAINS A COLORFUL VOID PATTERNS AND OTHER SECURITY FEATURES

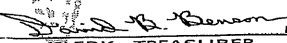
 <p>City of Crown Point 101 N. 8th St. Crown Point, IN 46307 CHECKING</p>	<p>OLD NATIONAL BANK 3100 N. MAIN ST. CROWN POINT, IN 46307</p>	<p>70 180 710</p>	<p>Check No: 93992</p>
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Date	Amount
01/09/2023	\$141.32

This warrant void two (2) years after Dec. 31 of the year of issue

PAY One Hundred Forty-One and 32/100 Dollars

TO THE ORDER OF HIGHLAND POLICE DEPARTMENT
 3315 RIDGE RD
 HIGHLAND, IN 46322-2097


 CLERK - TREASURER

⑈93992⑈ ⑆086300012⑆ 112915087⑈

RCPT. # 817622

APPROVED BY STATE BOARD OF ACCOUNTS FOR TOWN OF HIGHLAND 2009

RECEIPT - OFFICE OF THE CLERK-TREASURER

TOWN OF HIGHLAND

3333 RIDGE ROAD
 HIGHLAND, IN 46322

DATE: 01/13/2023 Ref: 1101-0000-33131
 RECEIVED OF: CITY OF CROWN POINT
 THE SUM OF: 141.32
 DESCRIPTION: REIMBURSEMENTS/ HIDTANOVEMBER 2022 OT1/09/2023

ON ACCOUNT OF:	AMOUNT:
1101-0000-33131 PD HIDTA REIMBURSEMENTS	141.32

TOTAL 141.32
 TENDERED: Check 93992 Payment: 141.32
 Change Due: 0.00

MARK HERAK/M.HE
 CLERK-TREASURER

RCPT. # 817622

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1101-0000-33131 PD HIDTA REIMBURSEMENTS	141.32

TOTAL 141.32
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MARK HERAK/M.HE
 CLERK-TREASURER

x. **Discussions:** Review with the Redevelopment Commission the changes made to the guidelines of the Commercial Improvement Grant program.

Redevelopment Director began by discussing the changes to the guidelines for the Commercial Improvement Grant Program. She said all the Council should have received a copy of the guidelines as sent out by Susan Hale. We just cleaned it up and put some numbers on there instead of just bullet points. It makes it easier to read as it was poorly written before. It seemed like it was a merger of the façade and interior programs. She said historically, the façade program was changed in 2018 to include the interior of buildings. She said really, façade improvement is only a

portion of the grant and is now referred to Commercial Improvement Grant. She said the first grant was given to Komfort Keepers in 2012 and Councilors Zemen and Herak voted to approve. She said Susan sent it to the Council in a format that allows changes to be tracked on the right side of the documents. Once the Council returns the document, the Redevelopment Commission will review the changes and forward them to Susan and herself. She added, if the Council wants to hand write their changes and forward to her that would be fine as well. She said that depending upon when all the changes are submitted, she would have a revised document shortly thereafter.

Councilor Black asked Maria if a provision had been added regarding the amount of exterior work that needed to be done prior to qualifying for any interior work as we want businesses to be more focused on the exterior versus the interior.

Councilor Schocke said he didn't think we decided on a percentage but that is something we should keep in mind and would be supportive of such an idea. He said I see that it has been reformatted and better structured but I want to revisit what Councilor Sheeman brought up regarding the interior where on one page it listed those items eligible and the next page the same item non-eligible. Depending upon what page you looked at, the same item could be eligible or non-eligible.

Maria re-emphasized that it was poorly written as whoever wrote it left the façade portion in tack and simply added the interior portion. She said it was confusing to her when she first read it. At first reading, I was meeting with an applicant and I was reading it and reading it and it's like, okay. But then I went and read it, I found the inconsistencies. When we revised, we didn't make any changes but simple added numbers and page numbers to make it easier to read.

Councilor Sheeman asked Maria if she had received his comments as he wasn't sure he hit send. His concern was that a business could apply for the grant every year. So basically, a business could apply for a grant to remodel their whole business over several years. I'm sorry but I would be in favor of only a one time grant. I don't know that this should be continued every year but you're permitted by the current wording. They should be forced to do it all at one time as opposed to applying for a new grant and getting money each year. Rather than getting a one-time 30% max, as it is currently written, a business they could come back every year for a 30% max grant. Maybe there should be a ten (10) year waiting period after the first grant before they could apply again. I want to encourage people to invest in their business and to get the max. He said he was not in favor of plumbing repairs as to him that's like maintenance.

Councilor Schocke said doesn't necessarily agree with Councilor Sheeman about coming back year after year but as he likened it to an inheritance tax. It would make sense to put an aggregate total not to exceed. The business could come back every year till they reached that aggregate total.

Councilor Sheeman said I'm all in favor of supporting business but I'm not in favor of just continually applying for the grant year after year. As it reads now, a business can put in the max and receive \$40,000 for over the next ten (10) years. Think of the administrative costs of having to process the application each year, having to inspect every year or reviewing the receipts each year versus doing it at one time.

Councilor Schocke countered that a lot people can't afford to remodel their whole house at once, like I might be able to remodel my bathroom this year and my kitchen next year. Business loans are the same. You don't want to over leverage yourself.

Councilor Black asked the Council to review the document, add their comments and then forward to Maria who will compile the comments and present to the Redevelopment Commission.

Maria said the Tattoo Parlor was recently appraised by the Assessor's office and the AV came back at \$630,000. Before the money from the grant was awarded, the business is required to get an appraisal. As in this case, the increased AV will increase the Town's tax base.

TOWN OF HIGHLAND REDEVELOPMENT COMMISSION

**Commercial Property Improvement Grant
Program Guidelines 2023**

The Commercial Property Improvement Grant Program is a competitive grant that encourages property/business owners to renovate, restore, and improve buildings including both interior and exterior spaces. It is intended to provide financial assistance for significant improvements. The goal of the program is to encourage the growth of a vibrant and thriving retail climate within the Highland Redevelopment Area, as well as attract retail growth, additional business traffic and catalyze investment through improved aesthetics of aging commercial properties. By making noticeable enhancements within the Highland Redevelopment Area, the urban environment will improve and thereby impact the overall downtown revitalization efforts of the community.

Grants will be awarded for up to 30% of the approved project improvements total. Projects over \$15,000 will take priority, however, the Redevelopment Commission will review any and all projects regardless of the amount being requested. Each recipient can apply for up to \$40,000, which is the maximum amount that may be given to an individual business within one (1) year. Reimbursement for the Commercial Property Improvement Grant Program is made following an application procedure, design approval, final construction, final inspection, and the delivery and review of all applicable receipts and/or paid invoices for work and/or supplies.

The Commercial Property Improvement Grant Program will award up to \$100,000 in total grant money in any given year as decided in that year's Redevelopment budget approved by the Town Council. Grant funds may vary year to year and will be awarded at the discretion of the Highland Redevelopment Commission. Generally, a business will only be eligible for one (1) grant per year, however the Redevelopment Commission maintains the right to make allowances and exceptions, including to award multiple grants, depending on available funds.

To be eligible for the Commercial Property Improvement Grant Program, the following criteria must be met:

1. Property must be located in the Highland Redevelopment Area.
2. Building(s) must be over 35 years old (Built before 1988).

Eligible Improvements Include:

Exterior

1. Building frontage enhancements including restoration of original architecture or new design that complies with current design standards, as well as Highland Municipal Code, Section 214.108: RD- Redevelopment District, Town ordinance, and building code, as well as ADA guidelines.
2. New or restored cornices, decorative detail, or awnings that comply with the previously mentioned standards
3. Exterior lighting that complies with Town standards.
4. New signs and window display area, so long as they comply with Town standards and the local Sign Ordinance.
5. Painting/Cladding Improvements that comply with Town design standards
6. Doors/Entryways and Windows
7. Roofing
8. Landscaping as part of the streetscape
9. Architectural fees

Interior

1. Painting (including clean up)
2. Lighting fixtures and electrical work
3. Flooring, including new installation or repair/restoration of current flooring
4. Ceilings and walls, including new installation or repair/restoration
5. Doors, trim, woodworking
6. Hazardous materials abatement
7. Plumbing repairs/improvements
8. Compliance with ADA standards
9. Historic restoration of original features/architecture
10. Installation of appliances, including commercial kitchen appliances, as well as furnaces/boilers, hot water heaters, air conditioners, and HVAC systems.
11. Architectural fees

Ineligible Uses of Grant Funds:

1. Acquisition of property
2. Building permit or inspection fees
3. Demolition
4. Repairs or new projects that do not comply with Town standards
5. Sidewalks, paving, or parking lot improvements
6. Fences or gates
7. Work provided by owner of the building or business, even if they are a contractor
8. Working capital or refinancing existing loans
9. Routine maintenance
10. Inventory
11. Furniture (chairs, couches, display racks, etc.)
12. Temporary fixtures including cubicles
13. Office equipment (computers, printers, copiers, etc.)
14. Renovation of a space on a speculative basis to attract new tenants
15. Moving or relocation expenses

Program Guidelines:

1. No work that has already been started will be eligible for funding through this grant.
2. The applicant must be the owner of the building, or if leasing, then the applicant must have written permission from the building owner for the proposed work.
3. If the applicant is leasing, the current lease term must be a minimum of five (5) to ten (10) years, depending on the age of the business.
4. Grant funds may only be used for commercial portions of mixed use buildings.
5. If a recipient breaks or violates the lease term, a repayment of grant dollars will be due based on the number of years remaining in the lease.
6. Recipients must join the Highland-Griffith Chamber of Commerce.
7. Recipients must submit a cash donation of \$100 or more to a local 501(c)(3) organization located in the Town of Highland, the School Town of Highland, or the Highland Main Street Bureau.

8. Whenever possible, local (Lake County) contractors, tradespeople, and materials should be used for completing work. All contractors and tradespeople should be licensed in their field, as required by the Town of Highland.
9. Any and all changes to original grant projects must be approved by the Highland Redevelopment Commission, otherwise funding will not be provided for those projects.
10. Projects must be completed within one (1) year of approval. After this time, the applicant is required to reapply.

Application Process:

1. Applicants must complete the attached form and submit it for approval, along with the following required supporting documents:
 - a. Project scope of work, including architectural renderings, color samples, product specifications/cut sheets and/or any other manufacturer product information
 - b. Photos of existing building and close-up photos of areas to be improved
 - c. Professional cost estimates from contractors, architects, and tradespeople, for both materials and labor. One (1) alternate estimate must be provided, with a minimum of two (2) estimates for each project
 - d. A copy of your lease agreement and written permission from the owner of the building, if applicable.
2. The applicant must obtain all required building permits from the Town of Highland Building and Inspection Department.
3. Upon completion of all approved work and required inspections, the following documents must be submitted:
 - a. Copies of all receipts and paid invoices
 - b. Proof of charitable donation

**TOWN OF HIGHLAND REDEVELOPMENT COMMISSION
Commercial Property Improvement Grant Program Application**

Applicant Name: _____
Applicant Address: _____
Business Name: _____
Business Owner: _____
Business Owner Address: _____
Building Owner (if business is in a leased property): _____
Building Owner Contact Information: _____
Property Address: _____
Parcel ID number (18-digits): _____
Contact Phone Number: _____
Contact Email Address: _____
Estimated Start Date for Project: ____/____/____
Estimated Completion Date: ____/____/____
Total Cost of Project: \$ _____
Owner Commitment: \$ _____
Commercial Property Improvement Grant Commitment (30%): \$ _____

Please include required attachments:

- a. Project scope of work, including architectural renderings, color samples, product specifications/cut sheets and/or any other manufacturer product information
 - b. Photos of existing building and close-up photos of areas to be improved
 - c. Professional cost estimates from contractors, architects, and tradespeople, for both materials and labor. One (1) alternate estimate must be provided, with a minimum of two (2) estimates for each project
 - d. A copy of your lease agreement and written permission from the owner of the building, if applicable.
- Check here to certify that you have read and understand the information provided in this document regarding the Highland Redevelopment Commission's Commercial Grant Improvement Program and all information you are providing is true to the best of your knowledge.

Applicant's Signature: _____ Date: _____

x. Discussions: Review the Safe Haven Baby Boxes, Inc.,

Attorney Reed began by passing out to the Council a copy of the Safe Haven Lease Agreement. Mark made a good series of changes. Those are highlighted in yellow. They're all very good. I wanted to have the Council take a look at a couple of items. On page number 3, in red, I highlighted some things that I think are a little bit questionable. First one is the Provider, which is the Town, which says the Provider agrees to follow all policies and procedures provided by the Safe Haven Baby Box. Safe Haven is the provider of the baby box. It further states that the provider of the baby box may change its policies and procedures at any time without written notice.

Now, the Town can't be expected to follow a procedural change without discussion amongst the Council. I think we need to change that to read with at least thirty (30) days-notice before we have to make some sort of change in procedure. I simple think we need to take that line out of the Agreement. I can't imagine signing up for something saying, yeah, change your policy and I'll just implement it. The other is on page number 6, under Section 7 Insurance. I think we need to run these 2 paragraphs A & B past the Town's insurance carrier Tom Brown. If we are not already insured, which I think we probably are, the Town needs to get priced out to see the costs. With the Council's permission, I would take this and run it by Tom Brown. On page number 8, I added myself to the Notice to the Provider. On page number 9, C, they've have chosen the venue of Allen County, Indiana as opposed to Lake. If we ever got into lawsuit, I'm not so sure we want to go through the prosecutor of Allen County, Indiana. Hopefully, they'll be okay with that. I think it is very solid. I do have a question that I need to bounce it off the Fire Chief as the Agreement talks about staffing of the fire station. The Agreement states that an emergency medical professional must be on call 24 hours a day.

The Clerk-Treasurer said Central Station is not manned 24 hours a day. The baby box will be alarmed and in the event that an infant is placed in the baby box an alarm will notify personnel of a baby placed within the box and will respond immediately. As with the police, the fire department is always on call.

Attorney Reed felt that modifying the language will resolve that issue. He said he realizes that the box is alarmed and the box is intended to be a safe place for a certain period of time but we've got to make sure that we've got the right procedure in place.

Councilor Schocke said it is a very good agreement and covered by Indiana Law and it is a great service to the public but out of curiosity have we've looked at alternate providers for this service. I know, in looking at this contract, basically the obligations for the box fall upon the Town (we have to install the box) as we supply pretty much everything except for the education. Once a year, they'll come out and inspect the box. I was just wondering if they're the only game in Town. Are there other providers? Like nuts and bolts, you can go to the local hardware store and chose from a wide variety. Have we done any exploration?

The Clerk-Treasurer said he would follow-up with Rich Underkofler and get an answer to Councilor Schocke's question. He said he would also follow-up with Tom Brown on Attorney Reed's questions regarding insurance.

Councilor Schocke concluded that maybe it's not an issue at all but I want to know if there was a different game in town that didn't have as many strings attached. We've putting out a lot of money on our end and they're giving us some pamphlets.

Councilor Black said most of the costs are covered by grants and private donations.

The Clerk-Treasurer said depending upon when the answers are attained will determine if the Lease and Service Agreement will be on Monday's agenda.

LEASE AND SERVICE AGREEMENT

THIS LEASE AND SERVICE AGREEMENT ("Agreement") is made and entered into effect as of _____, 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

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;

Memorandum of Meeting
Monday, April 17, 2023

- 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;
- 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. Provider agrees SHBB may, but is not required to, inspect the Safety Device at any time, including, but not limited to ensuring 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

John P. Reed
Abrahamson, Reed & Bilse
8230 Hohman Avenue
Munster, Indiana 46321

- 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.

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

_____, 2023 Lease and Service Agreement between
Safe Haven Baby Boxes, Inc. and Town of Highland, IN
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x. **Discussions:** Aim Medical Trust Review- If it's the Council's decision is to withdraw from the Trust and go to the open market for health insurance, the Town needs to notify the Trust by April 30th else the current health insurance will automatically renew for 2024. The Town then has until September 7th to notify the Trust of their intent to re-apply for entry into the Trust, else the withdraw notice takes effect at the end of the year.

The Clerk-Treasurer began that back in November or December, whenever the Council approved the changes to the Aim Medical Trust, it was suggested that the Council might look outside the Trust to see if the Town could attain a better rate from someone else for the Town's employees. He advised the Council that if that was there intention, the Council needs to send a formal withdrawal letter to the Trust prior to April 30, 2023, else the Town would automatically be enrolled in 2024. He emphasized it was the Council's decision but he wanted to review the claim history of the Town. The Town's claims continue to rise, with the last couple of years, the

total claims paid out, exceeded the premiums received. Whereas the number of high claimants (exceeds \$25,000 in paid out claim) is on 9 and makes up only 8.1% of the total claimants, they make 77.1% of the costs. If you look at the chart for 2022, the expenses paid out exceeded the premiums paid for every month except 4. The Trust has proven stable in the Trust renewals have always been less except for 2 months. With the Trust, there is a maximum ceiling increase (40% Town claims & 60% pooled claims)which has benefitted the Town the last 4 years as the renewal increase for the Town was less than if the Town wasn't in the pool.

Councilor Schocke said the reason he brought it up was because I thought it wouldn't be a bad idea just to shop around. I don't want to get lesser coverage or cheaper coverage or anything like that. I'm just saying if we looked and compared one to the other, we could get a better deal. . The way I read the language, it says basically, if we withdraw from the Trust and go to the open market, the Town needs to notify the Trust by April 30th, otherwise the health insurance will automatically renew for 2024. The Town has until September 7th, to notify the Trust of the intent to reapply for entry into the Trust, else the withdrawal takes effect at the end of the year. So, here's my question. How difficult is it if we withdraw and give notice and then we actually shop it around in the next 2 to 3 months or whatever, and we have a decision made by July and decide the Trust is the better route to go, how easy is it for the Town to become a member of the Trust again? If its something as simple as filling out a form or something like that, that would be great but if we are going to have to jump through a million hoops, then we'd need to rethink withdrawing. He added, I would have liked to have this information before today. .

The Clerk-Treasurer said he did not have an answer at that time but would have to find out and get back to the Council as he was told by the Trust that was not simply notifying the Trust to say they want to participate again in the Trust.

Councilor Black added that one of the advantages of the Trust is the pooling of the claims. They revisited the past five (5) years of renewal history and how the pooling rate of renewal was almost always less than a renew rate for the Town if it wasn't in the Trust.

Councilor Schocke said he doesn't have a problem with the Trust or the advantages of the Trust but the Aim Trust cannot be the only game in Town. I know the school teachers are part of a trust for school corporations. I'm sure there are other options. I don't know those options until we look. I'm not in it to save a few bucks and lose benefits.

Town Attorney Reed cautioned the Council that the Trust determines renewal rates by looking over the past ten (10) year but going out to the open market, vendors will look at the past six (6)years and the claim history for the past six (6)year has not been favorable to the Town as claims increased by 125%. The trend has only been upward.

Highland CLAIMS HISTORY



NOTE: Data includes claims only; excludes administrative, stop loss and other fixed premiums

Year	Total Paid Claims	Stop Loss Reimbursements	Net Paid Claims	Expected Claims	Actual to Expected Claims
2010	\$801,371	0	\$801,371	\$1,129,835	71%
2011	\$1,184,002	0	\$1,184,002	\$1,243,143	95%
2012	\$995,474	0	\$995,474	\$1,368,016	73%
2013	\$1,133,204	0	\$1,133,204	\$1,410,862	80%
2014	\$1,011,383	0	\$1,011,383	\$1,262,005	80%
2015	\$996,964	0	\$996,964	\$1,306,604	76%
2016	\$1,379,703	0	\$1,379,703	\$1,308,285	106%
2017	\$1,879,299	0	\$1,879,299	\$1,474,084	128%
2018	\$1,800,710	0	\$1,800,710	\$1,623,278	111%
2019	\$2,498,046	0	\$2,498,046	\$1,883,868	133%
2020	\$1,468,447	0	\$1,468,447	\$2,038,468	72%
2021	\$2,268,919	-\$43,393	\$2,312,312	\$2,301,796	101%
2022	\$2,355,864	0	\$2,355,864	\$2,147,147	110%
Cumulative	\$19,773,386	-\$43,393	\$19,816,779	\$20,498,391	97%

Highland HIGH-COST CLAIMANTS

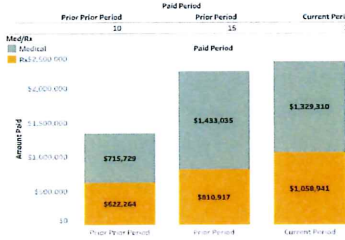
Total Paid Claims

Mod/Rx	Prior Period Paid	PP vs PPP %	Prior Period Paid	CP vs PP %	Current Period Paid
Medical	\$735,729	100.4%	\$1,433,035	-7.2%	\$1,329,310
Rx	\$622,264	30.3%	\$810,917	30.6%	\$1,058,941
Grand Total	\$1,357,993	67.7%	\$2,243,952	6.4%	\$2,388,252

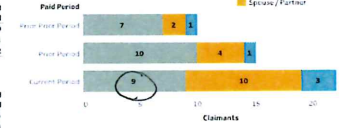
High-Cost Claimant Summary (Paid Claims >\$25,000)

Mod/Rx	Prior Period Paid	PP vs PPP %	Prior Period Paid	CP vs PP %	Current Period Paid
Medical	\$265,740	223.5%	\$522,039	-2.5%	\$517,429
Rx	\$536,808	29.7%	\$104,287	+45.5%	\$196,214
Grand Total	\$782,548	93.7%	\$1,517,146	21.3%	\$1,840,483

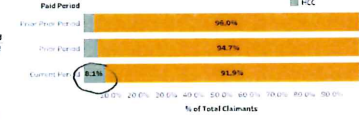
Number of High-Cost Claimants



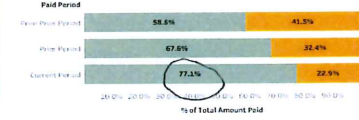
High-Cost Claimant by Relationship



High-Cost Claimant % of Total Members

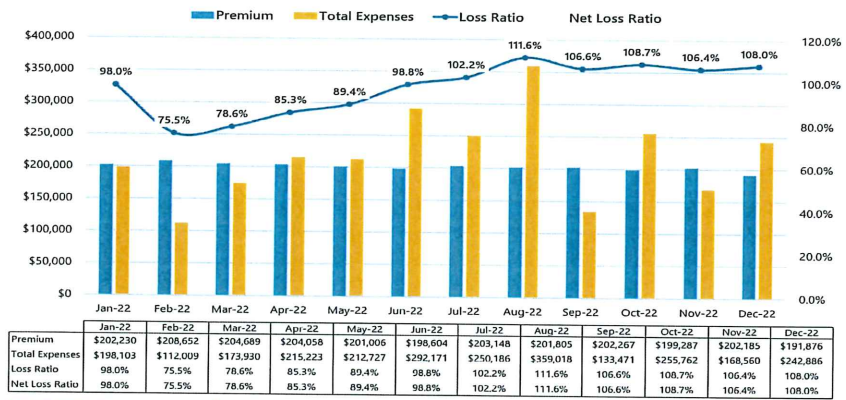


High-Cost Claimant % of Total Paid



Current Period	Prior Period	Prior Prior Period
1/1/2022 – 12/31/2022	1/1/2021 – 12/31/2021	1/1/2020 – 12/31/2020

Highland 2022 PLAN PERFORMANCE

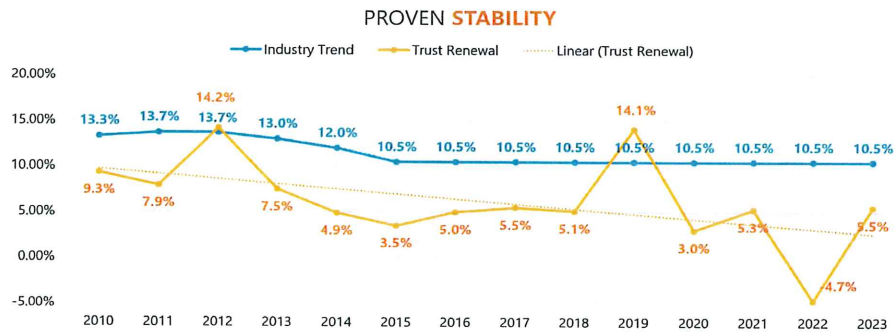


Net Loss Ratio is net of any amount covered by stop loss

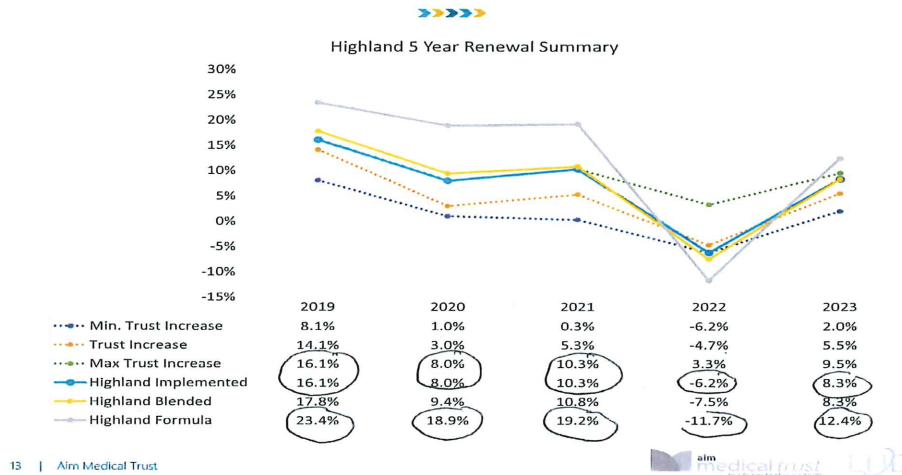
RESPONSIBLE FISCAL APPROACH



The Trust takes a fiscally responsible approach to healthcare that accumulates reserves over time. These reserves are used to offset annual premium renewals, improve current benefits, or provide new member benefits. Premium contributions from member communities fund 100 percent of the maximum claim liability as well as the total fixed costs to operate and insure the program. As membership grows, fixed costs decrease, claims are more predictable with less volatility, and excess reserves are returned to members by offsetting future premiums. In January 2021, over \$6 million of unused premiums were returned to members through a premium holiday. **The annual renewals have been below medical trend for 11 out of 13 years!**



Highland RENEWAL HISTORY



x. Discussions: Review the proposals for operation of the beer garden from Carlee (Leroy) and Bridges.

The Clerk-Treasurer began by introducing both Jeff Bridges and Leroy to the Council. He then began by explaining the handouts in the Council’s meeting packet, inclusive of both proposals (Bridges was a straight 50% of gross sales and Leroy was at a graduated scale), taking the percentages offered by both vendors and applying them to the beer sales from 2021 and 2022 and showing what Highland’s share would have been if the new percentages had been in place in those respective years. He left 2023 beer sales blank as he has no idea what the beer sales will be. On the far right is the break even in beer sales been the Bridges and Leroy’s proposals. The break even point would be \$150,000. The gross beer sales in 2022 was \$76,671. On the final page is a trial balance for the year 2022 for both the 4th of July Festival and the Fall Fest. The main purpose was to tie in the Town’s share of the beer sales with the trial balance beer sales for the 4th of July, showing they are the same at \$26,835. The trial balance broke down the revenues for both events, as well as, the expenses. He also showed the cost of security which is borne by the Town. If security is included

in the expenses both festivals lost money. If security is removed, the 4th of July Festival generated a profit of roughly \$5,600 but the Fall Festival lost roughly \$6,300.

Both Councilor Sheeman and Schocke said that security is budgeted for within the Police Department budget and is paid out of the General Fund via property taxes. They appreciated the comparison but looked at security as separate. Additionally, with the beer garden more security is required. They sort of have to exist in Main Square.

I leave it to the Council again. You both proposals before you both proprietors are here tonight. If you like to talk to them.

The Clerk-Treasurer continued that both vendors are in the audience and would like a chance to go over their proposals and answering any questions the Council may have.

Jeff Bridges of Bridges was the first to comment. He said he would definitely like to have an opportunity to help the Town of Highland. I have helped on the Board for Rock & Rail in Griffith for several years and have helped build the rail fest where it is today. I've been spending advertising dollars with the Town of Highland for over forty (40) years. I sponsor softball teams, little league teams so I feel like I'm a partner in Highland. I am right next door in Griffith. I have a valid liquor license and a valid catering license that you need. I would provide all the license bartenders which some of whom would come from Highland. My mother-in-law lives in Highland. She's run Plaza Lanes for the past forty (40) years.

Councilor Sheeman asked about what else Jeff proposes to serve as last year Leroy provided wine and cocktails in a can, as well as local craft beers. He also asked what kind of variety beers and how many of each?

Jeff responded that he plans on supplying the same, using the same refrigerated trailer as Leroy did last year. He would be supplying a few craft beers, as well as, a few basic beers. He plans on supplying seltzers and wine and cocktails in a can. I can provide a lot of different varieties but I would like to sit down with the HCCE to hear their vision and how I can help them grown bigger just I did for Griffith with the Rock & Rail Festival. The Rock & Rail's beer sales has grown every year.

Councilor Schocke said he assumed Jeff the vendor for the Rock & Rail and he responded no, as he just sits on the board. He said the Town of Griffith is the vendor. The Town of Griffith has the liquor and catering license. The Town runs everything.

The Clerk-Treasurer said one of the goals of Highland's is to get to that point of being able to serve as our own bartends as your profits grow even larger and not require a middle man. When the Town began operating the beer garden we chose not to pour the beer as we didn't want the Town to assume liability but to hire a 3rd party

and let them assume all the liability, to provide and purchase the insurance and licenses.

Leroy began by saying he has been here since the inception of the beer garden. I went to the very 1st meeting where the HCCE offered me the contract to run the beer garden for the cost of the food booth. I was honest with them and told them that they were short changing themselves by not getting percentage of the gross sales. I've been here from the beginning and we continue to grow. I've been in this business for over 30 years, owning my own business. I've been doing this for a long time. I've done everything the Town has asked me do. I got along great with the Police Department. We didn't have any troubles when I ran it or complaints. We've learned a lot over the last 2 years and we've done a good job. I work with everyone

Councilor Schocke commented that one part of me says, if it's not broke, don't fix it. The other part of me says, we should probably at least put this out for bid and do a comparison. Obviously, Leroy has done a great job over the last 2 years. I've got no qualms over what he has been provided. I guess, it just really may come down to numbers. I will want to compare apples to apples.

Councilor Sheeman offered a suggestion. He said the Fall Festival is now going to be a summer fest and take place in August. What if we stick with Leroy and let him run the 4th of July and let Jeff Bridges run the Fall Festival. With the fall festival date moving to August, beer sales will be greater than last year.

Councilor Schocke countered by saying that clearly the 4th of July Festival will generate a lot more money than Fall Festival.

Councilor Black asked if there was any more questions of Leroy or Jeff. Hearing none, he asked Jeff and Leroy how soon they needed a response as he hoped the Council would finalize the decision as soon as possible.

The Clerk-Treasurer asked the Council to make the decision soon, as the vendors need to reserve the trailer. He recapped that all of the bands have been lined up and he will be presenting the contracts to the Council for their approval. The Park Department still needs to approve the special event permit for the 4th, as does the Council.

Councilor Black asked the Council to review the proposals and be prepared at the May 8th plenary meeting as that will give the Council time to review the numbers.

Councilor Zemen added that Leroy has always done a great job. I'm happy that another person put in a bid because if they hadn't, I doubt Leroy would have offered 50% of gross sales. He then referred to Councilor Schocke's comments about a second bid for the tree service. If we had a second bidder, the costs would have come down.

Councilor Schocke said we did the same with insurance with our insurance a couple of years ago and liability insurance came down considerable. That's the open market and that's what America is all about.

Leroy said that he increased the percentage of the Town for the second year to 35% which was up from the 1st year of 30%. This would be the third year and we're offering a larger percentage. When we got into this, we didn't what to expect or what was going on. We've been fine tuning it each year. Leroy concluded that part of his proposal was the use of his credit card machine. He would supply all of the equipment. It makes the lines move quicker and its faster. Now days, most people don't carry cash but simply a card.

Councilor Schocke said he was encouraged by the fact that we got multiple bids as it is part of the free market. He told Leroy, he did not want him to take that as a criticism as Leroy has done a great job.

Councilor Black thanked both Leroy and Jeff for coming tonight.

Memorandum of Meeting
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To Mark Herak,

Leroy's would like to continue our partnership with the Town of Highland. After two successful years together of growing the event, we would like to propose the following gross revenue split for the 2023 event:

On the first \$50,000 of revenue: 45% to Highland, 55% to Leroy's

On revenues between \$50,000 and \$100,000: 50% to Highland, 50% to Leroy's

On revenues over \$100,000: 55% Highland, 45% Leroy's

These are increases of prior year percentages of 30% in 2021 and 35% in 2022.

We also propose using our square hardware and account to increase sales with the option of credit cards. Adding a credit card option will speed up lines, increase revenue, and create additional security of funds (less chance of cash mishandling and less cash on hand creating a theft target). Less cash on hand will also lead to a quicker end of night process. Credit card revenues will be split net of fees. These fees will be mostly passed along to the consumer. Upon acceptance of the proposal, details of handling credit card tips will be discussed.

Leroy's will continue to be responsible for obtaining and providing necessary permits, insurance, bartenders, varied beer selection including local breweries, wine and cocktails in a can, and all required equipment to dispense the beverages. We will also provide the Square equipment for credit card processing.

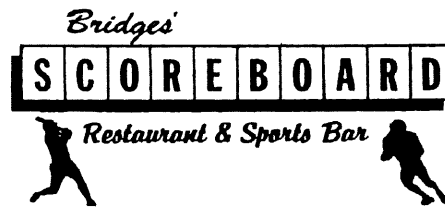
The town of Highland and the HCCE will continue responsibilities of all other aspects of the event, including but not limited to, security, entertainment, ticketing, ID checking and wristbands, and fencing. Additionally Leroy's will be promoted with logo as a sponsor in event marketing.

Thank you for your time and consideration. We are happy to answer any questions that may arise and look forward to working with you all again this year!

Sincerely,

Leroy Flores

Leroy's "Hot Stuff"



To The Highland Town Council,

Jeff & Scott Bridges from Bridges' Scoreboard Restaurant & Sports Bar would like to offer their services for the Highland Fest Event that runs from Friday, June 30, 2023 through Tuesday, July 4, 2023. We would offer the Town 50% of the gross receipts. Bridges' Scoreboard will provide the catering permit as well as all licensed bartenders needed to work the event. We will provide the trailers to keep the beer cold. We will also provide the cups to serve the beer in. We will provide the necessary signage of 21 and over to enter the Beer Garden. Any problems during the Fest in the Beer Garden we will handle in a professional way. The Town of Highland will be responsible for providing the beer tickets and handling the money from the sales of the beer tickets. Bridges' Scoreboard along with Town Officials will count the money at the end of each night and split it accordingly. Thank you for your consideration. We hope we get the chance to work with the Town of Highland and help them raise some money.

Thank You!

Jeff & Scott Bridges

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	2021	2022	2023	
percentage	30%	35% (40% - 4th of July)	?	
gross beer sales	\$52,067	\$76,671		break even
Leroy	\$36,446.90	\$49,836.00		\$150,000
Town's share	\$15,620.10	\$26,835.00		
Bridges				
Town's Share	\$26,033.50	\$38,335.50		\$75,000
Leroy				
1st \$50,000	45%	2021		
\$50,000 - \$100,000	\$22,500	\$22,500		\$22,500
\$100,000 >	50%	\$1,034		\$25,000
	55%	0		\$7,500
Totals	\$23,534	\$35,834		\$75,000

* can use his credit card machine
he's done it the prior 2 years

Memorandum of Meeting
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Original Budget - \$95,914
Ending Balance - \$1,654.89
Cash on Hand - \$74,575.17

	4th of July	Fall Fest
Revenues		
Beer Sales	\$26,835.00	\$3,820.00
Food Booth Rental	\$14,096.57	\$1,413.62
Arts/Craft Booth Rental	\$3,100.00	\$853.13
Parade Revenue	\$1,400.00	\$0.00
Sponsorships	\$0.00	\$2,125.00
Ride Revenue	\$41,362.00	\$0.00
Game Revenue	\$1,668.00	\$0.00
Dunk Tank Revenue		\$450.00
Misc. Revenue		\$300.00
Total Revenue	\$88,461.57	\$8,961.75
Expenses		
misc supplies	\$939.82	\$2,016.36
Event Insurance	\$2,000.00	
printing and promotion		\$879.97
sound system	\$6,000.00	\$2,436.00
sanitation	\$9,913.00	\$1,465.00
rental	\$0.00	\$500.00
fireworks	\$25,000.00	
bands	\$25,850.00	\$7,971.00
magic acts/ silly safari/etc	\$1,725.00	
donation/stipend	\$10,450.00	
fencing	\$436.72	
parade - t-shirts/awards	\$470.54	
security	\$19,315.23	\$4,162.08
Total Expenses	\$102,100.31	\$19,430.41
Expenses minus security	\$82,785.08	\$15,268.33
profit/(loss) with security	-\$13,638.74	-\$10,468.66
profit/(loss) without security	\$5,676.49	-\$6,306.58
avg daily profit/(loss)with security	-\$2,727.75	-\$5,234.33
avg daily profit/(loss)without security	\$1,135.30	-\$3,153.29

x. Discussions: Applying for the CDBG Funding of \$104,168 from Public Works to the Board of Parks and Recreation.

The Clerk-Treasurer began by explaining the project for the CDBG grant, was in the amount of \$104,168, which is normally submitted by the Public Works Director but this year will be submitted by Alex Brown of the Park Department, as Public Works Director Mark Knesek could not find a qualifying project. Alex Brown plans on submitting a project to make ADA improvements to the existing concession stands which entails to primarily lowering a portion of the service window or counters to accommodate someone in a wheel chair. Alex wanted to make sure the Council was aware that the Park Department would be submitting the application and not the

Public Works Department. The application has to be submitted by the 28th of April so time is of the essence. The public notice was published in the paper today. He further explained that as the Public Works Director went house to house to see if the residents qualified and several of the residents were rude to him, not all, with some residents shutting the door in his face. Rather than losing the grant and the \$104,168, the Park Department agreed to apply.

Councilor Schocke, who serves as Liaison to the Park Board said the projects for the grant had been discussed at a Park Board Meeting. He thought the projects were to lower the windows as they are too high and make them handicap accessible to individuals in a wheel chair. Once they lower the windows, they will have to change rolling doors because they will not be long enough.

The Clerk-Treasurer said the public hearing will be held on the 27th day of April, at 7:00 o'clock p.m., here at the municipal building, 3333 Ridge Road, Highland, IN.

TOWN OF HIGHLAND
BOARD OF PARKS & RECREATION RESOLUTION NO. 2023-01

A RESOLUTION AUTHORIZING and DIRECTING the BOARD OF PARKS AND RECREATION PRESIDENT of the TOWN OF HIGHLAND TO SUBMIT A PROJECT PROPOSAL FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS for FEDERAL FISCAL YEAR 2023

Whereas, Under the provisions of Title I of the Housing and Community Development Act of 1974, as amended to date, Lake County, Indiana, is authorized to provide financial assistance to units of general local government for undertaking and carrying out community development activities; and,

Whereas, It is provided in such act that the unit of general local government shall provided a satisfactory assurance prior to submission of its application, that it has held one public hearing to obtain the views of citizens on community development needs;and,

Whereas, It is desirable and in the public interest that Highland, Indiana, hereinafter called "Board of Parks & Recreation", undertake and carry out community development activities; and,

Whereas, The Board of Parks & Recreation is proposing a project for assistance, under the Housing and Community Development Act of 1974, as amended to date, and proposes to undertake and make available a total project cost of *One hundred four-thousand, one hundred sixty-eight dollars (\$104,168.00)*; and,

Whereas, The Board of Parks & Recreation has held one formal public hearing on the proposed program and has made available to the general public, through the mass media and other sources, information concerning the program; and,

Whereas, The Board of Parks & Recreation has general knowledge of the proposed uses of such funds and is cognizant of the conditions that are imposed in the undertaking and carrying out of community development activities and undertaking with federal financial assistance under Title I,

Memorandum of Meeting
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including those prohibiting discrimination because of race, color, creed, sex, or national origin;

NOW, THEREFORE, BE IT RESOLVED, by the Town of Highland, Lake County, Indiana, Board of Parks and Recreation:

Section 1. That the President of the Highland Board of Parks and Recreation is hereby authorized to file a Project Proposal for Funds under Title I of the Housing and Community Development Act of 1974, as amended to date, with Lake County, Indiana and provide all information and assurances as may be necessary under the Act;

Section 2. That the Affirmative Action Program associated with this application is hereby approved and the Park Board President is authorized to execute by his signature such documents as may be necessary to support and implement this application;

PASSED AND ADOPTED by the Park Board of the Town of Highland, Lake County, Indiana, Board of Parks & Recreation this 27th Day of April 2023. Having passed by a vote of 5 in favor and 0 opposed.

**TOWN of HIGHLAND, INDIANA
BOARD OF PARKS & RECREATION**

Chris Ray, President

Attest:

Mark Herak
Clerk-Treasurer

Section 3 Understanding

The U.S. Department of Housing and Urban Development (HUD) issued regulations that provide the directive to create job opportunities for low-income persons when HUD funds are expended on a construction project. These regulations are known as Section 3 policy. The purpose of the Section 3 policy is to ensure that the employment and other economic opportunities generated by Federal financial assistance for housing and community

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development programs shall, to the greatest extent feasible, be directed toward low and very low-income persons.

Section 3 covered projects are construction, reconstruction, conversion, or rehabilitation of housing, including reduction and abatement of lead based paint hazards, or other public construction which includes building and improvements assisted with HUD housing and community development assistance. Section 3 covered contracts do not include contracts for purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered event.

Fund recipients and contractors must show compliance with the numerical goals set forth by the regulations. The numerical goals for new hires apply only to the number of new hires generated because of the financial assistance for the HUD programs. The numerical goals are not absolute numerical requirements. They are goals that each recipient and contractor should try to reach. The goals, if not met, do not trigger sanctions against the recipient or contractor. However, if challenged on the issue of compliance with Section 3, the recipient or contractor should be ready to demonstrate that they tried to reach these goals. The goals are as follows:

30% of all covered new hires for the year FY 2023

In addition, recipients and contractors are required to show compliance with the goal that at least 10% of any building trade activity, which is subcontracted, and 3% of non-building trade activity (construction management, etc.) is awarded to eligible Section 3 business concerns.

Further information regarding these requirements may be found in the Federal Regulations at 24 CFR 135 and the Lake County Section 3 Plan.

I certify that I have read the information above and understand the Section 3 requirements and numerical goals.

Name: _____ Date: 27 April 2023
Chris Ray

Title: Highland Board of Parks & Recreation President

**AFFIRMATIVE ACTION PROGRAM
IMPLEMENTING SECTION 3 OF THE
HOUSEING AND URBAN DEVELOPMENT ACT OF 1968**

SPECIFIC AFFIRMATIVE ACTION STEPS

BOARD OF PARKS & RECREATION OF THE TOWN OF HIGHLAND agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and project area businesses.

- A. To ascertain from the HUD Area Office Director the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of the local officials of the department in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from the appropriate areas the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this affirmative action plan in all bid documents, and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish the goals.

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- E. To insure that contracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project area, are also let on a negotiated basis, wherever feasible when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations, to secure their cooperation for this program.
- G. To insure that all appropriate project are business concerns are notified of pending contractual opportunities.
- H. To maintain records including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 affirmative action plan.

Chris Ray
Highland Board of Parks & Recreation President

Memorandum of Meeting
Monday, April 17, 2023

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

Wednesday April 12, 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 Public Hearing to obtain the views of the citizens on community development and housing needs as they relate to submission for an application for a one (1) year program under the Community Development Block Grant by the Town of Highland, Board of Parks & Recreation.

Dear Nicole Muscari, Amanda Koepp, Christina Palma:

Attached, please find one (1) notice for a public hearing to obtain the views of the citizens on community development and housing needs as they relate to this application, as the Park Board will be submitting an application for a one (1) year program under the Community Development Block Grant 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 Monday, April 17, 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. The hearing is set for *Thursday, April 27, 2023*.

If you have any questions, please feel free to contact me. Thank you for the processing of this request under such short notice. 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: (1) Notice for Public Hearing to obtain the view of the citizens on the submission of an application for a one (1) year program under the Community Development Block Grant by the Town of Highland Board of Parks and Recreation.

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TOWN OF HIGHLAND, Board of Parks & Recreation,
Lake County, Indiana
NOTICE Of Public Hearing

Notice is hereby given that the Town of Highland, Board of Parks and Recreation, Lake County, Indiana, will hold a public hearing at 7:00 p.m., Thursday, April 27, 2023, at the Highland Municipal Building located at 3333 Ridge Road, Highland, Indiana 46322.

The Board of Parks & Recreation of said Municipality will submit an application for a one (1) year program under the Community Development Block Grant, created by the Housing and Community Development Act of 1974, as amended to date, to the Lake County Community Development Department.

Lake County will then compile and submit a one (1) year application to the Indianapolis Area Office of the U.S. Department of Housing and Urban Development.

The amount of the CDBG funding available for the year 2023 to the Board of Parks & Recreation of the Town of Highland, Indiana is \$104,168.

The purpose of this hearing is to obtain views of the citizens on community development and housing needs as they relate to this application.

The hearing is open to all residents of the Town of Highland. Any citizen desiring to speak on these matters will be afforded an opportunity to do so. The activities must be designed to benefit low to moderate income persons and to eliminate or prevent slums and blight.

Town of Highland, Indiana by its Board of Parks & Recreation,
Chris Ray, President

By: Office of the Clerk-Treasurer
Mark Herak
Clerk-Treasurer

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, April 17, 2023**, was adjourned by the Town Council President, at 7:14 O'clock p.m.

Mark Herak,
Clerk-Treasurer