

Agenda
Ninety-Second Regular or Special Meeting
of the Twenty-Ninth Town Council of Highland
Regular Plenary Meeting of Monday, April 24, 2023 at 6:30 p.m.
Agenda organized pursuant to Section 2.05.090 of the Highland Municipal Code

This meeting will be broadcast as an electronic meeting, pursuant to
Town of Highland Ordinance 1765

Topic: Town of Highland, IN - Town Council Plenary Meeting
Time: Apr 24, 2023 06:30 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/87873592793?pwd=Nld3c3R4TXpzKzMxNDZyUmt4RjdQUt09>

Meeting ID: 878 7359 2793

Passcode: 502084

One tap mobile

+13052241968,,87873592793#,,,,*502084# US

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Dial by your location

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 689 278 1000 US

+1 719 359 4580 US

+1 720 707 2699 US (Denver)

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 878 7359 2793

Passcode: 502084

Find your local number: <https://us06web.zoom.us/j/87873592793?pwd=Nld3c3R4TXpzKzMxNDZyUmt4RjdQUt09>

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

Prayer: Bernie Zemen

Pledge of Allegiance: Bernie Zemen

Roll Call: Bernie Zemen



A GREAT PLACE
TO CALL HOME

Toya Smith

Mark J. Schocke

Thomas (Tom) Black

Roger Sheeman

Minutes of Previous Session: Minutes of the Regular Meeting of 10 April 2023.

Special Orders:

1. Consideration of Proposed Additional Appropriations: (*controlled funds*) Proposed Additional Appropriations in Excess of the 2023 Budget in the **Hazardous Materials Supplies Fund** in the amount of \$3,372.00.

(a) Attorney verification of Proofs of Publication: The TIMES 7th April 2023.

(b) **Public Hearing.**

(c) Action on **Proposed Appropriation Enactment No. 2023-07:** An Enactment Appropriating Additional Moneys in Excess of the Annual Budget for the **Hazardous Materials Supplies Fund**, all pursuant to I.C. 6-1.1-18, and I.C. 36-5-3-5.

COMMENTS FROM THE PUBLIC or VISITORS

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

Staff Reports:

- Building & Inspection Report.
- Fire Department Report.
- Workplace Safety Report.

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Communications: The May 1, 2023 Highland Town Council Standing Study Session is cancelled to accommodate the set up and use of the Plenary Meeting Room as a polling place for the Primary Election to be held the next day. The May 8, 2023 Plenary Business Meeting remains on schedule.

The Board of Parks and Recreation shall hold a special meeting at 7:00 o'clock p.m., on Thursday, April 27, 2023, at the Highland Municipal Building located at 3333 Ridge Road, Highland, Indiana 46322 to obtain views of the citizens on community development and housing needs as they relate to the CDBG application.

Spring Cleanup is scheduled for May 9th to collect trash and rubbish generated by spring cleaning. Not included: construction debris, concrete, electronics, televisions, household hazardous waste and leaves.

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.** *(Positions currently held by Jacqui Herrera and Sandy McKnight)*
3. **Tree Board:** (1) appointments, to be made by the municipal executive, but requiring nomination from the Town Council. *(Positions currently held by Natalie Stromberg.)*

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

-
- 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 2025. *There are currently 9 of the 17 in place and serving. Currently serving are Rhonda Bloch, Teri Yookovich, Renee Reinhart, Alex Robertson, Diane Barr-Roumbus, James Roumbus Sandy McKnight, Al Simmons and Ben Reinhart.*

- 2. **Community Events Commission Multi-year positions:** (4) appointments to be made by the Town Council. **Term: 4 years.** *(Note: Currently vacant)*

Single year positions: (8) appointments to be made by the Town Council. **Term: 1 year.** *There are currently 6 of the 8 in place and serving. (Note: Currently serving, Jack Rowe, Carol Parker, Maria Armagast, Michelle Coon, Linda Carter, Rachael Carter and Erica Fizer Katsepas)*

Unfinished Business & General Orders: None

- NEW BUSINESS:**
- 1. **Approval and instruction.** Action to approve and instruct the Town Council President to affix his signature to the Notice of Withdrawal from the Aim Medical Trust effective January 1, 2024 pursuant to Section 8.2 of the Second Amended and Restated Agreement and Declaration of Trust of the Aim Medical Trust.

 - 2. **Works Board Order No. 2023-10:** An Order of the Works Board Approving and Authorizing An Agreement between NIES Engineering, Incorporated and the Town of Highland to perform Professional Design Engineering services for the 2023 Community Crossings Matching Grant (CCMG) Street Improvement and Resurfacing Project in the Amount Not-to-Exceed \$25,500.00.
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The Town of Highland acknowledges its responsibility to comply with the American with Disabilities Act of 1990. In order to assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, etc.) for participation in or access to Municipal sponsored public programs, services and or meetings, the Town of Highland requests that individuals make requests for these services forty-eight (48) hours ahead of the scheduled program, service and or meeting. To make arrangements, contact the ADA Coordinator for the Town of Highland at (219) 972-7595.

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3. **Authorizing the proper officer to publish legal notice of a public hearing:** Public Hearing to consider additional appropriations in the amount of \$4,504.88 in the **Corporation General Fund – PD Sworn Overtime**. If approved, the public hearing will be held on May 22, 2023, at 6:30 P.M. O'clock in the Municipal Building, 3333 Ridge Road, Highland.

 4. **Authorizing the proper officer to publish legal notice of a public hearing:** Public Hearing to receive views from the public regarding an application to be filed by Board of Parks & Recreation and the uses for its Community Development Block Grant (CDBG) funds. If approved, the public hearing will be held on April 27, 2023 at 7:00 o'clock p.m. in the Municipal Building, 3333 Ridge Road, Highland.

 5. **Works Board Order No. 2023-9A:** An Order of the Works Board Accepting the Proposal of Carlee Inc., for Operational and Related Services Associated with a Beer Garden for the Town of Highland, Associated with Independence Day Festivities.

 6. **Works Board Order No. 2023-9B:** An Order of the Works Board Accepting the Proposal of Bridges' Scoreboard Inc., for Operational and Related Services Associated with a Beer Garden for the Town of Highland, Associated with Independence Day Festivities.

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

Councilor Bernie Zemen

Councilor Toya Smith

Councilor Thomas Black

Councilor Mark Schocke

Councilor Roger Sheeman

**COMMENTS FROM
THE PUBLIC or
VISITORS**

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

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

ACTION TO PAY
Accounts Payable
Vouchers

Accounts payable vouchers April 12, 2023 to April 25, 2023 in the amount of **\$369,951.61.**

General Fund, \$250,779.30; MVH Fund, \$25,900.53; LR&S, \$4,549.54; LAW Enforcement Continuing Education, Training and Supply Fund, \$5,977.65; Information and Communications Technology Fund, \$8,980.71; MCCD, \$1,144.50; Police Pension, \$67,603.26; Public Safety Income Tax, \$5,016.12

Payroll Docket for payday of April 21, 2023 by fund:

General, \$284,672.25

Payroll Docket for payday of April 21, 2023:

Office of Clerk-Treasurer, \$16,359.03; Building and Inspection Department, \$10,208.83; Metropolitan Police Department, \$129,278.92; Public Works Department (Agency), \$73,111.15; Fire Department, \$5,036.25 and Information and Technology Department, \$4,009.55; Total Payroll: \$238,003.73.

Payroll Docket for payday of April 28, 2023 by fund:

Total Payroll by fund: \$79,134.49

Payroll Docket for payday of April 28, 2023:

Boards & Commissions. \$11,031.82; Police Pension, \$67,495.61;
Total Payroll: \$78,527.43.

Payroll Docket for payday of April 21, 2023 by fund:

Total Payroll by fund: \$32,959.19

Payroll Docket for payday of April 21, 2023:

Fire Department Quarterly: \$30,617.05
Total Payroll: \$30,617.05.

ADJOURNMENT

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

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

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

**Town of Highland
Board of Works
Order of the Works Board 2023-9A**

AN ORDER OF THE WORKS BOARD ACCEPTING THE PROPOSAL OF CARLEE INC., FOR OPERATIONAL AND RELATED SERVICES ASSOCIATED WITH A BEER GARDEN FOR THE TOWN OF HIGHLAND, ASSOCIATED WITH INDEPENDENCE DAY FESTIVITIES.

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

Whereas, Carlee, Incorporated, 333 West U.S. 20, Porter, Indiana, 46304, has presented to the Town of Highland a proposed agreement for operational and related services associated with a beer garden for the Town of Highland to be conducted during the 2023 Independence Day Festival;

Whereas, It is recommended to the purchasing agency, the approval of the proposed agreement for operational and related services associated with a beer garden for the Town of Highland to be conducted during the 2023 Independence Day Festival as submitted by Carlee, Incorporated;

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

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

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

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

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

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

Section 1. That the proposal/agreement for operational and related services associated with a beer garden for the Town of Highland to be conducted during the 2023 Independence Day Festival of **Carlee, Incorporated, 333 West U.S. 20, Porter, Indiana, 46304**, prepared and presented by its principal, Leroy P. Flores, is hereby accepted, approved and adopted in every respect, provided that **Carlee, Incorporated**, complies with the provisions of IC 22-5-1.7 et seq., and completes the relevant portions of the attached exhibit styled as Addendum for e-verify;

Section 2. That the fee for performance of the services identified in the proposal of:

On the first \$50,000, **forty-five percent (45%) of all gross revenue associated with the beer garden sales** to be conducted during the 2023 Independence Day Festival **to be paid to the Town and the balance of fifty-five (55%) to be retained by Carlee**, is found to be reasonable and fair;

On revenues between \$50,000 and \$100,000, **fifty percent (50%) of all gross revenue associated with the beer garden sales** to be conducted during the 2023 Independence Day Festival **to be paid to the Town and the balance of fifty (50%) to be retained by Carlee**, is found to be reasonable and fair;

On revenues greater than \$100,000, **fifty-five percent (55%) of all gross revenue associated with the beer garden sales** to be conducted during the 2023 Independence Day Festival **to be paid to the Town and the balance of forty-five (45%) to be retained by Carlee**, is found to be reasonable and fair;

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

Section 4. That the Clerk-Treasurer is hereby authorized to issue a purchase order, if applicable, to **Carlee, Incorporated**, and the payments to Carlee under this agreement are approved subject to IC 36-5-4-2;

Section 5. That the Town Council President is hereby authorized and directed to execute the agreement approved by this order with the Town Council President's Signature.

Be it so Ordered.

DULY, PASSED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 24th day of April 2023 having passed by a vote of in favor and opposed.

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

Tom Black, President (IC 36-5-2-10)

Attest:

Mark Herak
Clerk-Treasurer (IC 33-42-4-1;IC 36-5-2-10.2;IC 36-5-6-5)

AGREEMENT

This Agreement made this 24th day of April, 2023, by and between the Town of Highland, 3333 Ridge Road, Highland, Indiana 46322, and Carlee, Inc., d/b/a/ Leroy's "Hot Stuff" ("Carlee") 333 W. US 20, Porter, Indiana 46304

Witnesseth:

1. Town of Highland grants to Carlee the certain rights, privileges, and space during the period of **June 30, 2023 through July 4, 2023**, to operate the beer garden tent at the Town of Highland 4th of July Festival, at Main Square Park, located at 3001 Ridge Road, Highland, Indiana 46322.

2. The privilege granted under this contract gives Carlee permission to operate the beer tent at said 4th of July Festival. In furtherance of this Agreement, Carlee shall:

a. Supply all required alcoholic beverages to be consumed at the festival (beer, cider, wine, seltzers, malt beverages, etc.). No alcoholic beverages other than beer, wine, seltzer, malt beverages, cider, ready to drink and water will be sold.

b. Carlee shall provide all necessary licensed servers.

c. Town shall provide all necessary security so as to ensure proper ID is acquired before any alcoholic beverage purchases are made.

d. Carlee shall provide all necessary general liability insurance with limits of \$1,000,000 per person and \$3,000,000 per occurrence/aggregate coverage. In addition, Carlee shall provide insurance for off-premise alcohol consumption, including "dram shop" and/or "liquor liability" insurance coverage with limits of \$1,000,000 per person and \$3,000,000 per occurrence/aggregate coverage. All policies stated above shall name the Town of Highland as an additional insured.

e. Carlee shall provide all manner of equipment needed to serve said beverages including: cold storage truck(s), table set-up, cups, and all other items customary to outdoor beer gardens.

f. Carlee shall set up and takedown all equipment at the conclusion of the festival. The grounds occupied by the beer tent shall be cleaned prior to July 6, 2023.

g. Carlee shall post in a conspicuous manner at the front of the beer tent on the opening day a sign showing a price of all articles to be sold under this contract. The size of the sign and place of posting shall be approved by the Town of Highland.

h. Carlee Scoreboard agrees to pay:

On the first \$50,000, forty-five percent (45%) of all gross revenue associated with the beer garden sales to be conducted during the 2023 Independence Day Festival to be paid to the Town and the balance of fifty-five (55%) to be retained by Carlee;

On revenues between \$50,000 and \$100,000, fifty percent (50%) of all gross revenue associated with the beer garden sales to be conducted during the 2023 Independence Day Festival to be paid to the Town and the balance of fifty (50%) to be retained by Carlee;

On revenues greater than \$100,000, fifty-five percent (55%) of all gross revenue associated with the beer garden sales to be conducted during the 2023 Independence Day Festival to be paid to the Town and the balance of forty-five (45%) to be retained by Carlee;

i. The settlement of the percentage of alcohol sales shall be made on the closing of each night of the festival.

3. In case any action is brought against the Town of Highland for or on account of any failure, omission, or neglect on the part of Carlee, to do or perform any of the matters to be done or performed or for injury or damages caused by the negligence of Carlee or any of its employees or workers, Carlee shall indemnify, defend, and save harmless the Town of Highland from any and all claims or liability and shall furnish proof of insurance naming the Town of Highland as additional insured, in amounts not less than stated in paragraph 2.d., above.

4. If and in the event that the 4th of July Festival is cancelled, for any reason, whatsoever, this Agreement shall be of no force and effect.

5. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements

between the parties respecting the transaction, and cannot be changed except by their written consent. Time is of the essence of this Agreement.

7. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

8. In the event either party shall be compelled to employ an attorney to enforce the provisions of this contract, the parties agree that the non-defaulting party shall be entitled to all of his legal costs and expenses, including reasonable attorney fees, incurred thereby.

9. Any disputes that arise concerning this Agreement shall be brought in the Circuit or Superior Courts of Lake County, Indiana.

In Witness Whereof, the parties have executed this agreement this ____ day of _____, 2023.

CARLEE, INC.

TOWN OF HIGHLAND

Leroy P. Flores, President

Tom Black, President, Highland
Town Council

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

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

Verification of Work Eligibility Status

1. Leroy P. Flores, Principal of **CARLEE, INCORPORATED**, (hereinafter called "Contractor") understands and agrees that:

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

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

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

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

Authority Expiration: The Director of the Lake County Combined Board Certified the Election of March 2, 2022 officially on March 18, 2022. I was qualified to office upon my oath administered March 3, 2022, to serve for a term of twenty-two months commencing at Noon January 1, 2022, concluding before Noon January 1, 2024, and until a successor is elected and qualified, pursuant to IC 36-5-6-2(b).

County of Residence: L A K E.

(seal)

Mark Herak, Town Clerk-Treasurer
Notarial Officer

Town of Highland
Board of Works
Order of the Works Board 2023-9B

AN ORDER OF THE WORKS BOARD ACCEPTING THE PROPOSAL OF SCOREBOARD INC., LLC. FOR OPERATIONAL AND RELATED SERVICES ASSOCIATED WITH A BEER GARDEN FOR THE TOWN OF HIGHLAND, ASSOCIATED WITH INDEPENDENCE DAY FESTIVITIES.

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

Whereas, Scoreboard, Inc., LLC. , 121 N. Griffith Blvd, Griffith, Indiana, 46319, has presented to the Town of Highland a proposed agreement for operational and related services associated with a beer garden for the Town of Highland to be conducted during the 2023 Independence Day Festival;

Whereas, It is recommended to the purchasing agency, the approval of the proposed agreement for operational and related services associated with a beer garden for the Town of Highland to be conducted during the 2023 Independence Day Festival as submitted by Scoreboard, Inc., LLC.;

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

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

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

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

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

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

Section 1. That the proposal/agreement for operational and related services associated with a beer garden for the Town of Highland to be conducted during the 2023 Independence Day Festival of **Scoreboard Inc., LLC., 121 N. Griffith Blvd., Griffith, Indiana, 46319**, prepared and presented by its principal, Scott Bridges, is hereby accepted, approved and adopted in every respect, provided that **Scoreboard Inc., LLC.**, complies with the provisions of IC 22-5-1.7 et seq., and completes the relevant portions of the attached exhibit styled as Addendum for e-verify;

Section 2. That the fee for performance of the services identified in the proposal of **fifty percent (50%) of all gross revenue associated with the beer garden sales** to be conducted during the 2023 Independence Day Festival **to be paid to the Town and the balance to be retained by Scoreboard Inc., LLC.**, is found to be reasonable and fair;

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

Section 4. That the Clerk-Treasurer is hereby authorized to issue a purchase order, if applicable, to **Scoreboard Inc., LLC.**, and the payments to Scoreboard Inc., LLC., under this agreement are approved subject to IC 36-5-4-2;

Section 5. That the Town Council President is hereby authorized and directed to execute the agreement approved by this order with the Town Council President's Signature.

Be it so Ordered.

DULY, PASSED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 24th day of April 2023 having passed by a vote of in favor and opposed.

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

Tom Black, President (IC 36-5-2-10)

Attest:

Mark Herak
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-2-10.2; IC 36-5-6-5)

AGREEMENT

This Agreement made this 24th day of April, 2023, by and between the Town of Highland, 3333 Ridge Road, Highland, Indiana 46322, and Scoreboard Inc., LLC., 121 N. Griffith Blvd., Griffith, Indiana 46319.

Witnesseth:

1. Town of Highland grants to Scoreboard Inc., LLC., the certain rights, privileges, and space during the period of **June 30, 2023 through July 4, 2023**, to operate the beer garden tent at the Town of Highland 4th of July Festival, at Main Square Park, located at 3001 Ridge Road, Highland, Indiana 46322.

2. The privilege granted under this contract gives Scoreboard Inc., LLC., permission to operate the beer tent at said 4th of July Festival. In furtherance of this Agreement, Scoreboard Inc., LLC., shall:

a. Supply all required alcoholic beverages to be consumed at the festival (beer, cider, wine, seltzers, malt beverages, etc.). No alcoholic beverages other than beer, wine, seltzer, malt beverages, cider, ready to drink and water will be sold.

b. Scoreboard Inc., LLC., shall provide all necessary licensed servers.

c. Town shall provide all necessary security so as to ensure proper ID is acquired before any alcoholic beverage purchases are made.

d. Scoreboard Inc., LLC., shall provide all necessary general liability insurance with limits of \$1,000,000 per person and \$3,000,000 per occurrence/aggregate coverage. In addition, Scoreboard Inc., LLC., shall provide insurance for off-premise alcohol consumption, including "dram shop" and/or "liquor liability" insurance coverage with limits of \$1,000,000 per person and \$3,000,000 per occurrence/aggregate coverage. All policies stated above shall name the Town of Highland as an additional insured.

e. Scoreboard Inc., LLC., shall provide all manner of equipment needed to serve said beverages including: cold storage truck(s), table set-up, cups, and all other items customary to outdoor beer gardens.

f. Scoreboard Inc., LLC., shall set up and takedown all equipment at the conclusion of the festival. The grounds occupied by the beer tent shall be cleaned prior to July 6, 2023.

g. Scoreboard Inc., LLC., shall post in a conspicuous manner at the front of the beer tent on the opening day a sign showing a price of all articles to

be sold under this contract. The size of the sign and place of posting shall be approved by the Town of Highland.

h. Scoreboard Inc., LLC., agrees to pay **fifty percent (50%) of all gross revenue associated with the beer garden sales** to be conducted during the 2023 Independence Day Festival to be paid to the Town of Highland;

i. The settlement of the percentage of alcohol sales shall be made on the closing of each night of the festival.

3. In case any action is brought against the Town of Highland for or on account of any failure, omission, or neglect on the part of Scoreboard Inc., LLC., to do or perform any of the matters to be done or performed or for injury or damages caused by the negligence of Scoreboard Inc., LLC., or any of its employees or workers, Scoreboard Inc., shall indemnify, defend, and save harmless the Town of Highland from any and all claims or liability and shall furnish proof of insurance naming the Town of Highland as additional insured, in amounts not less than stated in paragraph 2.d., above.

4. If and in the event that the 4th of July Festival is cancelled, for any reason, whatsoever, this Agreement shall be of no force and effect.

5. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the transaction, and cannot be changed except by their written consent. Time is of the essence of this Agreement.

7. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

8. In the event either party shall be compelled to employ an attorney to enforce the provisions of this contract, the parties agree that the non-defaulting party shall be entitled to all of his legal costs and expenses, including reasonable attorney fees, incurred thereby.

9. Any disputes that arise concerning this Agreement shall be brought in the Circuit or Superior Courts of Lake County, Indiana.

In Witness Whereof, the parties have executed this agreement this ____ day
of _____, 2023.

SCOREBOARD INC., LLC.

TOWN OF HIGHLAND

Scott Bridges, President

Tom Black, President, Highland
Town Council

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

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

Verification of Work Eligibility Status

1. Scott Bridges, Principal of **SCOREBOARD INC., LLC.**, (hereinafter called "Contractor") understands and agrees that:

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

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

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

This contract clause is developed pursuant to SEA 590 codified as IC 22-5-1.7-11

(a)(1).

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

State of Indiana)
) SS:
County of Lake)

A F F I D A V I T

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

FURTHERETH AFFIANT SAYETH NOT.

Signed: _____, Affiant.
 SCOTT BRIDGES

Certificate of Notary/Notarial Officer

On this ____ day of _____, 2023, before me personally came and appeared **the affiant herein named**, at Highland, Indiana, known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me that she executed same for the purpose therein contained.

In Witness Whereof, I hereunto set my hand and official seal of the Town of Highland, Lake County, Indiana. The undersigned clerk-treasurer of the Town of Highland acting as a notarial officer under notarial authority by IC 33-42-9-7(a)(6). Authentication conforms to IC 33-42-9-12.

Authority Expiration: The Director of the Lake County Combined Board Certified the Election of March 2, 2022 officially on March 18, 2022. I was qualified to office upon my oath administered March 3, 2022, to serve for a term of twenty-two months commencing at Noon January 1, 2022, concluding before Noon January 1, 2024, and until a successor is elected and qualified, pursuant to IC 36-5-6-2(b).

County of Residence: L A K E.

(seal)

Mark Herak, Town Clerk-Treasurer
Notarial Officer