

**Enrolled Memorandum of the Meeting
Study Session/Meeting (Convened Electronically/Hybrid)
Twenty-Ninth Town Council of Highland
Monday, May 15, 2023**

The Twenty-Ninth Town Council of the Town of Highland, Lake County, Indiana met in a study session on **Monday, May 15, 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: 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: Consideration of a Special Event with Alcohol Permit (SEAP): The CEC permit if approved by the Park and Recreation Board at its meeting May 18, 2023, pursuant to Section 11.10.225 of the Highland Municipal Code contingent upon the Park and Recreation Board approving an acceptable plan on the placement of the perimeter fencing, excluding the area of the playground. (The Community Events Commission require a permit from the Park and Recreation Board to support the beer garden as part of the Independence Day Festival. This being the first regular meeting of the Town Council following the receipt of the action of the Park and Recreation Board, the Town Council must consider the permit, pursuant to HMC Section 11.10.225(F)(4)).



There were no comments from the Council regarding this topic during the discussion portion of the agenda, so the Councilor President indicated that if the Park Board approves the plan at its May 18, 2023, to proceed and have the item placed on the Town Councils Plenary Meeting Agenda of May 22, 2023.

x. Discussions: Controlled Event Permit. Action regarding permission to conduct a festival of the Main Street Bureau on a public way submitted by it, October 7, 2023. *This is a controlled event under Chapter 5.25. Section §5.25.020(B) requires action by the Town Council in an open regular or special session. The Council will also need to fix the amount of liability insurance, pursuant to §5.25.020 (D). Pursuant to that section, the Town Council has previously directed that the applicant procure liability insurance for the event which names the Town of Highland as an additional insured in the amount of Three million dollars (\$3,000,000) and provide a certificate or proof of this insurance before the event.*

(b) Request from Main Street Bureau seeking permission for its event of October 7, 2023 as a controlled event.

When the applicant is the municipality, through its executive departments, its administrative bodies, or agencies, no formal application is required provided that a request shall be filed in sufficient time to permit the town council to act in a regular or special meeting in advance of the event.

The town council must act in a regular or special meeting upon the application **or request**, where it may, in its discretion, issue such permit and likewise, in its discretion, may refuse the issuance of a permit.

******The motion should be to move to approve the special event with alcohol permit (SEAP) for the Main Street's Maker's Market to be held October 7, 2023. The Street Closure will be Jewett Avenue from 4th Street to Kennedy Avenue.

There were no comments from the Council regarding this topic during the discussion portion of the agenda, so the Councilor President indicated that this item should be placed on the Town Councils Plenary Meeting Agenda of May 22, 2023.

x. Discussions: Controlled Event Permit. Action regarding permission to conduct a festival of the Main Street Bureau on a public way submitted by it, October 7, 2023. *This is a controlled event under Chapter 5.25. Section §5.25.020(B) requires action by the Town Council in an open regular or special session. The Council will also need to fix the amount of liability insurance, pursuant to §5.25.020 (D). Pursuant to that section, the Town Council has previously directed that the applicant procure liability insurance for the event which names the Town of Highland as an additional insured in the amount of Three million dollars (\$3,000,000) and provide a certificate or proof of this insurance before the event.*

(b) Request from Main Street Bureau seeking permission for its event of August 29, 2023 as a controlled event.

When the applicant is the municipality, through its executive departments, its administrative bodies, or agencies, no formal application is required provided that a request shall be filed in sufficient time to permit the town council to act in a regular or special meeting in advance of the event.

The town council must act in a regular or special meeting upon the application **or request**, where it may, in its discretion, issue such permit and likewise, in its discretion, may refuse the issuance of a permit.

**The motion should be to move to approve the special event with alcohol permit (SEAP) for the Main Street's Restaurant Crawl to be held August 29, 2023. The Street Closure will be Highway Avenue from 5th Street to the Bike Trail and the additional liability insurance established at \$.

There were no comments from the Council regarding this topic during the discussion portion of the agenda, so the Councilor President indicated that this item should be placed on the Town Councils Plenary Meeting Agenda of May 22, 2023.

- x. **Discussion:** Regarding the Police Department's policy of having officer's sign a contract that if they should terminate employment with the Town of Highland prior to 3 years of service, they must reimburse the Town (prorate) for any training, equipment and other costs the Town has invested in that officer and if the Officers fails to reimburse the Town, the Town will file suit against that officer.

Chief Potesta began by saying basically the contract, which has been in place for close to 20 years, has never been an issue before and I'm thinking it has become an issue now because we've had so many officers leave in the past several months and they are the one's fighting it. Basically, the contract is the reimbursement of what we spent on training and equipment. It is a percentage of what we spent. If the officer leaves within 0 to 12 months, they owe the Town \$9,000. If the officer leaves after 12 months and before 24 months, the officer owes the Town \$6,000. If the leaves after 24 months and before 36 months, they owe the Town \$3,000. So basically, the contract is prorated. The longer you stay, the less you have to pay back. There are other agencies in the area that have contracts as well. After Councilor Schocke raised the concern, we looked at the contract and discovered it needs to be updated to reflect the true cost in today's numbers. We're thinking of amending a few things.

Former Chief Hojnicky said we are kind of at a disadvantage because we would really like to talk in specifics and go into greater depth but we're dealing with personnel so we are going to talk in generalities. In talking about a 3rd Class officer, they are sent to the academy for 16 weeks, then followed by another 15 weeks of field training. At the end of the 31 weeks, we have invested \$35,500 in that officer and that's not inclusive of health care. And for that officer to walk out the door after 31 weeks, saying I don't want to do this or I want to go somewhere else, they are not being good stewards of the Town's money. The entire Administration is in favor of keeping the contract. The worst part about this is you have an individual who says, yes, I want to be a Highland Police Officer and I'll sign the contract. I'll do whatever it takes. The Department in turn does everything it needs to do including securing a position in the Academy which is getting more and more difficult. It is a nightmare

trying to get a body into the Academy. After the Academy, we secure all the training. Just looking at the uniforms and testing alone is around \$5,000 in and of itself. The intangible, is if the officer leaves right after the Academy, we can't get an officer into the next Academy for another 12 months. Then it becomes not only an overtime issue but it also becomes an officer safety issue because we are short staffed and officers get burned out. It takes anywhere from 12 to 18 months to try to get someone hired from start to finish. There are other jobs in the Town of Highland, entry level jobs that don't require a contract. I'm not saying they should require contracts as theirs are not specialized. Ours is a specialized entry level position. It takes 12 to 18 months to get an officer hired, to the Academy and on the street. When other Town Department's hire, their person can start the next day once they pass their drug test. They can start learning the job on the street tomorrow. These are entry level positions. This contract also should make the candidate think twice about accepting a position with us and that's what we want them to do. We want them to make sure they want to be here. If you don't want to be here, then please move on. Let somebody that wants to be here be here.

Chief Potesta said if someone doesn't want to sign the contract, that's a big red flag to me. It tells me that you are not planning on staying here. We don't want somebody like that here. We want someone that's gonna be here for 20 years and they're gonna be vested in us.

Former Chief Hojnicky said that an officer should not a free ride on the Town's dime if they are not going to commit to a minimum of three years, especially since we invested \$35,500 in their training. The officer should be responsible for either employment with the Town or reimburse the Town should they decide to leave before 3 years. It's unfair to expect the Town and in turn our taxpayer to pay the bill every time they leave without some type of reimbursement.

Chief Potesta said, I don't know if we mentioned but to send someone to the academy, it's \$4,500. That is in addition to the \$5,000 spent in equipping or outfitting them. Without a contract, we could send someone to the Academy, they graduate and then tell us the next day, see you, I'm going someplace else.

Former Chief Hojnicky said and that's not including the \$35,500 that we are paying the officer while they are at the Academy (salary & health insurance). He pointed out that the cost of this is not just the one time because once the officer leaves, you are going to have to hire another one, so in essence you are incurring double the costs as you have to train that officer.

Councilor Sheeman asked that isn't it true that other communities in Lake County require contracts are Cedar Lake and Gary.

Chief Potesta said we are not aware of other communities other than Cedar Lake.

Councilor Schocke said that when we met on Friday, you told me that Gary required contracts.

Former Chief Hojnicky said I think we got you confused as we said one of our officers was going to Gary.

John Reed said he mentioned it to Councilor Schocke that he was talking to the father of an officer who works in Gary and he told Attorney Reed that Gary also required a contract.

Councilor Schocke said it seems weird to me that we are suing police officers. It seems like the law enforcement community in Northwest Indiana is a very small community and to the extent that people have other options, which they do have, why on earth would they ever come to Highland? I can't imagine why anyone would make that choice. I know I never would. I'm being told by the rank and file, that the contract is presented to the officer once they start their first day. If they don't sign the contract, they are not allowed to continue. Its not just this contract. It's future contracts. Literally no other department in this Town does that. I think its bad policy to sue former police officers over training costs. To me we are sending a wrong message that we don't value what they've done here.

Former Chief Hojnicky said you talk about no one wanting to come here because of the contract, Griffith doesn't require a contract and they only had 15 applicants. Munster, who also doesn't require a contract only had 5 applicants and Highland had 23 applicants and we require a contract. If you did an inquiry of other departments about everything we offer, we are going to be above on some things and below on others. He said he agreed with Councilor Schocke as it's a small law enforcement community.

Chief Potesta said Griffith, who required a contract at one time and did away with it are now considering reinstating it according to their Chief.

Councilor Schocke said the contract seems to me to be like a non-compete clause. You are discouraging them from going to another place or maybe even a different career that's not in law enforcement. You are basically punishing them by forcing them to stay here when it is not a good fit and not be able to go to some place that is a better fit for them. I think its fiction to say that we want people to stay here for 20 years. I mean, that's great, if we can but that's doesn't exist in 2,023. There's nobody that sticks around that long. It just doesn't work. Its every time they attend a different training they're required to sign a new contract. And if they don't pay, we sue them civilly and we know the police officers don't make very much money in the first place.

Former Chief Hojnicky said that he could see changing the contract or eliminate contracts for trainings under \$1,000. But for trainings, like accident reconstruction, which is a five-week course, it's like \$6,000 when you consider the class, food,

lodging and air fare. That's a lot of cost to the Town and then to have the officer leave shortly after completing training. That's a lot to have to absorb with no benefit to Highland. I think we should have an addendum to the contract that says, "If law enforcement is not for you." Or "If you say, I don't like driving fast." or "I don't like going down dark alleys." or "I don't like putting my hands on people." then I think there should be an addendum that says, "if you get out of the law enforcement field after 24 months, then you will owe nothing as we understand law enforcement is not for you. However, if you use us to get into the Academy and then decide I kind of like it over there because they have cooler colored cars or they work 12 hour shifts and you decide to leave, then I think you should pay something back.

Councilor Schocke said it seems that we've sued 3 people in the last year or something like that. And before this, it had not been an issue other than maybe one other time in the X number of years we've had this. I just think that it leaves a black eye on the Town when we are going after these people civilly. It just leaves a really bad taste in my mouth. Let's just pretend and I don't know exactly what it is but let's say it's \$10,000 per person right? So now we're at maybe \$30,000 in the last year. What is the percentage of your budget, like point .0006 because your budget is like 5 million dollars or something like that. Let's just say that they don't like the culture here. Maybe they like policing but for whatever reason the culture here and they don't fit. Maybe there's a department down the road that is the right fit for them. They fit like a glove. Do you think we should go after them civilly just because they don't particularly fit in here? I think that's insane that have no choice but have to accept the contract.

Chief Potesta said or they could just say, screw you Town of Highland. I'm going somewhere else. I think that is what they are trying to do when they quit.

Former Chief Hojnicky said I don't like to use the word punishing anyone. We're just asking them to live up to their contract that they signed. Accountability.

Councilor Schocke said he was thinking of taking every dollar that the Police Department has received by suing officers and reducing the Police Department's 2024 budget and adding legal fees because this is how badly it affects me. I don't like it. So, when it comes budget time, that's exactly what I'm considering.

Police Commissioner Steve Jurczak reminded Councilor Schocke he but one vote.

Councilor Schocke said yes, I know I am one vote but I am absolutely going to make that amendment. I'm not here to argue but I have one more thing to say. The problem is that I've been trying to get a new person on the Police Commission my entire time here. I get it that one new person doesn't matter because it's an old boy's network. It's a bunch of folks that have been on there for way too long, making antiquated decisions. I was the only one that tried to get an African-American on the Police Commission.

Councilor Sheeman said being liaison to the Police Commission, I have learned to respect those 5 guys. They know police work. They have experience. They've been there for a while. They know the officers. They know everything and I absolutely have the most respect for all of them. I've learned a lot being the liaison. I can have a long discussion about diversity and the value of it but it cannot replace experience and knowledge and that's what we have on the Police Commission. I work with them and they work with me. We get all get along. We get along with the new chief and the old chief. We don't just rubber stamp everything. The Chief comes to us and we discuss it. We have study sessions. We review the merits of it. I have my opinion sometimes and they listen to mine. I listen to them and they vote on it.

Chief Potesta said if we didn't have such a good police department we wouldn't have such good crime statistics. We wouldn't have had 23 applicants apply.

Councilor Sheeman said officers are going to come to Highland because they're going to get the best training and we have a good reputation. We have good leadership. We may be a little old school but accountability is part of the job. You gotta do the job and you gotta be held accountable. I don't see any problem with this policy and I certainly don't see any problem with the police department or the Police Commission.

Councilor Schocke asked the police commission if they would be amendable to amending the contract to eliminate the amount paid back to the Town from an officer who joins the force and determines police work is not for him/her.

Former Chief Hojnicky said Councilor Schocke brought up this point during our Friday meeting and I believe it is a good point. If an officer's heart is not in law enforcement or law enforcement is just not for them, then I feel that after 24 months, we should release them from the contract with the condition that they are not going to re-enter into the law enforcement field. But it hurts us so bad to lose these guys. I guess if we had fat on the department it wouldn't hurt as much but this department has always run very lean, when we lose a body it hurts. If we had more fat and say 45 bodies versus the 39 that we are currently staffed, it would make losing people a little bit easier.

Councilor Schocke said he did a quick math problem while everyone was talking. The Police Department budget is roughly \$5MM and I just went through how much money the Town has collected through the suing of officers (approximate). Dividing \$30,000 by \$5MM, it comes out to .006. I really don't think it is a funding issue but more of a punitive issue. I know you're mad that people are leaving and I get it, but not everybody fits in and to the extent that they want to go find a different place to work. I don't think that we shouldn't be punishing them on the way out the door. I think that's if you think about it as a percentage of the average police officer's salary, it's huge. Let's say, if it's \$10,000, and the average cop makes what about \$50,000 or something like that. I mean that's 20% of an annual salary. I mean, that's huge on that

officer. I think that it's reprehensible that we're suing police officers in this very small community.

Chief Potesta said he wholeheartedly disagrees. We have minimum staffing numbers trying to keep things lean and keep the Town efficient. I think the contract is a commitment, a form of fairness and some form of reimbursement.

Former Chief Hojnicky re-emphasized the numbers. Right after the Academy, they go into FTO training for 16 weeks. We just spent \$35,500 and then another \$5,000 for uniforms, so we're looking at \$45,500 before they get onto the road. During the Academy, we're paying them a salary and health insurance. We pay a lot in overtime when an officer leaves. We have to fill the void by hiring another and then train that person.

Councilor Schocke said he gets it. It sucks believe me. I'm not a fan and I'll agree with you. I'm not a fan of people leaving our department. I think it is more of an endemic problem. I think we need to actually figure out why we have people leaving. I mean, we have good quality officers that are leaving and as a resident that concerns me. I understand it is a nationwide issue but it seems to be happening here more. I mean literally, in the last year it's been like 6 or 8 and that's not just retirement, its people moving on.

Police Commissioner Danny Stombaugh said he was on the Police Commission for several years and then was removed. He re-applied and got turned down. It wasn't a good old boy thing. When I was on the Commission some 12 to 13 years ago, we would get over 100 applicants. Now, were getting 25. With this newer generation there is no loyalty. With the contract, it is sort of like testing the waters to see if they really want to be a police officer in Highland. He directed his statement to Councilor Schocke and said I don't know what you do for a living but say your company takes someone directly out of high school. You send him/her to college, paying their way. After 3 days on the job or later, they come to you and say it isn't working out, I'm not happy here and walk out the door. And when we interview these guys before we even make our list or anything, the first thing we tell them after the interview, we tell them were we are at salary wise and the 3 year contract. We don't hire them first and then hand them the contract. We tell them before we make our final list.

Councilor Schocke said but if they don't sign the contract then they don't make the cut. It's sort of like the underlying tone here that if they say I will not sign this contract and then they're not going to continue with the interview process. I feel that Highland is going to end up getting fewer applicants because they don't want to get tagged with a lawsuit if it turns out law enforcement is not for them.

Former Chief Hojnicky said some of the things that the Commission has forwarded to the Council and the Council has approved, such as take-home cars, even to the guys who live outside of Highland, the significant pay increase which brought us back up

to par with our neighbors, overtime after your scheduled shift and not as it was before with the Garcia ruling. All of these have been big wins. Don't forget the residency bonus starting next year. I know that the Commission is working on several others. All of these changes have brought us closer to the same playing field with other departments.

Councilor Schocke said he is happy with all of those things. I think that you guys are doing great job. I'm very pro officer. I just heard about a month ago or got a call from an officer who asked if my firm would handle his case. I said, oh my God as I didn't even know such a policy existed. I had no idea that the Town of Highland through the Police Commission was suing former police officers. It caught me way off guard. And that's when I immediately called Chief Potesta and asked for a meeting with the brass and then I asked to be placed on tonight's study session. I wanted to make sure the rest of the Council was aware of such a policy. I wanted to know if the rest of the Council was condoning this as I was caught completely off guard. I had no idea that that happened. It's kind of upset me. It not kind of it definitely upset me that we're suing police officers on their way out the door. It just that's insane to me.

Former Chief Hojnicky said we could look more at the contract. Councilor Schocke you brought up some valid points. We could look at some of the reimbursement parts of the contract. Obviously it's up to Commission and the Administration. You brought up some valid points especially to someone who is leaving the law enforcement field completely. I think they deserve merit to look at them.

Councilor Black thanked everyone for attending tonight's meeting.

x. Discussions: Works Board Order No. 2023-15: accepting the Performance agreement of Measner Magic Products, Inc. in the amount of \$725 and Michelle's Dance Group (no charge) for professional services for the Town of Highland, associated with the 2023 Independence Day Festivities.

There were no comments from the Council regarding this topic during the discussion portion of the agenda, so the Councilor President indicated that this item should be placed on the Town Councils Plenary Meeting Agenda of May 22, 2023.

**Town of Highland
Board of Works
Order of the Works Board 2023-15**

AN ORDER OF THE WORKS BOARD ACCEPTING THE PERFORMANCE AGREEMENTS FOR PROFESSIONAL ENTERTAINMENT AND STAGE SERVICES FOR THE TOWN OF HIGHLAND, ASSOCIATED WITH INDEPENDENCE DAY FESTIVITIES, AND TO COMPLY WITH THE PROVISIONS OF IC 22-5-1.7 ET SEQ.

WHEREAS, THE TOWN OF HIGHLAND, AS PART OF ITS EXERCISE OF PUBLIC POWERS RELATED TO CULTURE AND RECREATION, GENERALLY CONFERRED IN IC 36-10-2, ANNUALLY MARKS THE ANNIVERSARY OF THE NATION'S DECLARATION OF INDEPENDENCE WITH APPROPRIATE FESTIVALS INCLUDING LIVE MUSICAL PERFORMANCE AS ENTERTAINMENT;

Whereas, The Community Events Commission has received Performance Agreements for professional entertainment and stage services for the Town of Highland to be conducted during the 2023 Independence Day Festival;

Whereas, The Community Events Commission favorably recommends to the purchasing agency, the approval of the Performance Agreements for professional entertainment and stage services for the Town of Highland to be conducted during the 2023 Independence Day Festival;

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; and

Whereas, The aggregate fees for Professional Entertainment and Stage Services for the five (5) days of The Town of Highland's 2023 Independence Day Festival exceeds \$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; and

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 Performance Agreements for professional entertainment services as set forth in the agreements, for all of the days of the event, for: John Measner for Measner Magic Productions, Inc.; Michelle Zylo for Michelle's Dance Studio; is hereby accepted, approved and adopted;

Section 2. 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 3. That the Clerk-Treasurer is hereby authorized to issue and to execute all documents necessary to implement the purchase of services thereof;

Section 4. That the proper officers of the municipality are hereby authorized to identify the proper funds of the municipality that may be lawfully expended in order to support and implement the purchase of these services.

Be it so Ordered.

DULY, PASSED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 22nd day of May 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 36-5-6-5)

Name of Act	Contract Price
Measner Magic Productions, Inc.	\$725
Michelle's Dance Center	no charge

x. **Discussion:** (John Reed) Creation of an Ordinance permitting non-profits to use the Town's crowd control fencing.

The Council was in favor of having Town Attorney Reed prepare an Ordinance permitting non-profits to use the Town's crowd control fencing as long as the non-profit was located in Highland, all Highland non-profits had the ability to use them, the non-profit would have to pick-up the fencing and return the fencing when completed. The non-profit would be responsible to replace any lost or damaged fencing.

5/12/23, 3:24 PM <https://www.houseofrental.com/product/rental/crowd-control-barrier-43-x-16-foot-rental-chicago-il> [Call: 847-677-2010](https://www.houseofrental.com/product/rental/crowd-control-barrier-43-x-16-foot-rental-chicago-il) [Cart](#) [Facebook](#) [Instagram](#) [YouTube](#)

HOUSE OF RENTAL
PARTY RENTALS TENT RENTALS EQUIPMENT RENTALS SALES GALLERY

COMPANY CONTACT

crowd control barrier-43 inch x 16 foot rental-chicago, il | Where to rent crowd control barrier-43 inch x 16 foot in Skokie Illinois and Chicago IL

Images for reference only. Actual item may look different. Click on image for larger view.

Manufacturer: TAMIS
Daily: \$26.00
Monthly: Call For Quote

Quantity: 1 for a period of 1 day(s)

ADDITIONAL INFORMATION

- 43" tall & 8' long & weigh 55 pounds each
- Crowd control barriers, also referred to as crowd control barricades, are commonly used at many public events. They are frequently visible at sporting events, parades, political rallies, demonstrations, and outdoor festivals. Rent

<https://www.houseofrental.com/product/rental/crowd-control-barrier-43-x-16-foot-rental-chicago-il>

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x. **Discussion:** Works Board Order 2023-14: A joint resolution of the Board of Works, Water Works Board and the Sanitary Board accepting and awarding the bid for the Parkway Drive improvement project to X in the amount of Y as the lowest responsive and responsible bid.

There were no comments from the Council regarding this topic during the discussion portion of the agenda, so the Councilor President indicated that this item should be placed on the Town Councils Plenary Meeting Agenda of May 22, 2023.

x. **Discussion:** (John Reed) ATM Contract

Attorney Reed said he reviewed the contract and everything was in order for it to be placed on the May 22, 2023 Town Council Plenary Meeting Agenda. He added that he even knows and has worked with the owner of the business on other events. The Council President instructed that the item be placed on the agenda.

AUTOMATIC TELLER MACHINE ("ATM") AGREEMENT

This Exclusive ATM Agreement (hereinafter referred to as the "Agreement"), is made and entered into this day, by and between Illiana A.T.M. at (hereinafter referred to as the "Owner") and on behalf of Town of Highland (hereinafter referred to as "Merchant") for the property described herewith, (hereinafter referred to as "Premises").

In consideration of the mutual covenants contained herein the Owner and Merchant hereby agree as follows:

1. The Owner shall have and is hereby granted exclusive right to install and maintain ATMs (hereinafter referred to as "ATMs"), on the Premises and, except as otherwise provided herein, to provide all service and maintenance with regard to said ATMs. Owner shall obtain permission from Merchant in advance of any advertising of ATM, which permission shall not be unreasonably withheld.
2. Merchant specifically acknowledges, understands and agrees that the ATMs and any equipment related, shall be located on the Premises.
3. Merchant agrees to provide at ATMs location, a 110 V electric outlet, necessary for the operation of said ATMs.
4. Merchant agrees to provide the Owner access to the Premises during business hours necessary to install, repair or maintain the ATMs (including the right to replenish cash, paper and other related supplies.) Owner agrees that it will provide all cash inventory to the ATM.
5. Merchant acknowledges, understands and agrees that neither Merchant nor any other individual or entity shall install, operate, manage, allow or maintain any other ATMs nor related equipment on the Premises other than the ATMs of the Owner as provided herein.
6. In the event that the ATM installed does not achieve a reasonable number of surcharges per month, Owner maintains the right to remove the machine, at no cost to the Merchant, and shall give Merchant 30 days written notice. In the event the ATM cause a reasonable disruption of the Merchant's operation the Merchant shall give a 30 day notice of "request for removal" to the Owner at no cost to the Merchant.
7. The term of this Agreement shall be from June 30, 2023 through July 4, 2023
8. At all times, all ATMs located on or about the Premises, and the contents contained therein, and related equipment, wiring and accessories shall be and remain the sole and exclusive property of the Owner and that the ATM and the cash inventory in the ATM shall not be part of the Merchant's bankruptcy estate.

Memorandum of Meeting
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9. Merchant shall promptly notify the Owner, in writing, of any closure or relocation of Merchant's business at the Premises, at least (30) days in advance of such closure or relocation. Owner may sell or assign its interest and rights under the Agreement without notice. Any assignee or transferee shall have all of the rights and responsibilities of Owner hereunder.

10. All disputes arising under this Agreement will be resolved in the State of Indiana, County of Lake.

11. This Agreement may be executed by facsimile copy and that such facsimile shall be deemed to be an original executed original.

12. The parties represent and warrant to each other that they have read this Agreement in its entirety and that they understand all terms and conditions of this Agreement.

ACCEPTED AND AGREED TO as of this ___day of _____, 20___, by the undersigned parties.

OWNER:

By:  _____ Illiana A.T.M. Printed Name: Robert Lendi

MERCHANT:

By: _____ Printed Name: _____

Business Name: Town of Highland Business Address: _____

Business Phone Number: _____

Cell Phone Number: _____

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, May 15, 2023**, was adjourned by the Town Council President, at 7:14 O'clock p.m.

Mark Herak,
Clerk-Treasurer