

**Enrolled Minutes of the Ninety-Ninth Regular Meeting or Special Meeting
For the Twenty-Ninth Highland Town Council Regular Plenary
Business Meeting (In person) Thursday July 20, 2023**

The Twenty-Ninth Town Council of the Town of Highland, Lake County, Indiana met in Special Session on Thursday, July 20, 2023 at 6:30 O'clock P.M. in the Council's upper chambers at the Highland Municipal Building, 3333 Ridge Road, Highland, Indiana.

*This meeting was convened in person due to room availability in the Municipal Building. People were able to participate in person. When the agenda item provided for public comment, this was supported as well. Councilor Toya Smith, Councilor Tom Black and Councilor Schocke all participated in person. Councilors Zemen and Sheeman were absent.

Pursuant to HMC Section 2.05.130(A)(2), the Town Council considered and reviewed the agenda in an informal proceeding in the upper chambers room before the president called the meeting to order.

The Town Council President Tom Black preceded over the meeting. The Town Clerk-Treasurer, Mark Herak, was present to memorialize the proceedings. The meeting was opened with Councilor Mark Schocke reciting the Pledge of Allegiance to the Flag of the United States of America and offering a prayer.

Roll Call: Present on roll call were Councilors Toya Smith, Mark Schocke, Thomas Black were present, Councilor Bernie Zemen and Councilor Roger Sheeman were absent. Clerk-Treasurer, Mark Herak was also present. A quorum was attained.

Additional Officials Present:

Minutes of the Previous Meetings:

Special Orders:

1. Ratify the calling of a special meeting for Thursday, July 20, 2023, pursuant to HMC Section 2.05.130(A) (4) and Section 2.05.130(F).

Councilor Schocke moved to ratify the meeting. Councilor Smith seconded. Upon a roll call vote, there were three (3) affirmatives and no negatives. The motion passed. The meeting was ratified.

Comments from the Public or Visitors: None

Communications: None

Staff Reports: None

Appointments:

• Statutory Boards and Commissions

Executive Appointments

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 the position is 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.)*

The Town Council President, as municipal executive, said he would delay this appointment until a later date.

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. *(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.)*

4. **Municipal Plan Commission** (1) (vacancy) appointment to be made by Town Council President. *(Note: Unexpired term of Hunter Balczo, Esq., (D), term ending 1st Monday January 2025) No more than two of any party. Current composition is 2 Republicans, 1 Democrat.*

Council President Black said he would not make the appointment but rather let the new Council make the appointment.

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 11 of the 17 in place and serving. Currently serving are Rhonda Bloch, Teri Yovkovich, Renee Reinhart, Alex Robertson, Diane Barr-Roumbus, James Roumbus, Sandy McKnight, Al Simmons, Ben Reinhart, Sandy Ray and Kathy Smailis.*
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.** *(Note: There are currently 7 of the 8 in place and serving, Jack Rowe, Carol Parker, Maria Armagast, Michelle Coon, Linda Carter, Rachael Carter, Erica Fizer Katsepas)*

The Town Council President, as municipal executive, said he would delay appointments until a later date.

General Orders and Unfinished Business: None

New Business:

1. Works Board Order No. 2023-27A: 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 BBQ Festivities.

Councilor Schocke moved the passage and adoption of Works Board Order No. 2023-27A. Councilor Smith seconded. Upon a roll call vote, there were three (3) affirmatives and no negatives. The motion passed. The order was adopted pending the signature of the Town Executive.

Town of Highland
Board of Works

Order of the Works Board 2023-27A

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 THE 2ND ANNUAL BBQ FESTIVAL.

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 festivals with 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 BBQ 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 BBQ 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 BBQ 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 **fifty percent (50%) of all gross revenue associated with the beer garden sales** to be conducted during the 2023 BBQ Festival **to be paid to the Town and the balance to be retained by Carlee Incorporated** 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 20th day of July 2023 having passed by a vote of 3 in favor and 0 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 20th day of July, 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 **August 18, 2023 through August 19, 2023**, to operate the beer garden tent at the Town of Highland BBQ 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 BBQ 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, agrees to pay **fifty percent (50%) of all gross revenue associated with the beer garden sales** to be conducted during the 2023 BBQ 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 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 BBQ 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 20th day of July, 2023.

CARLEE, INC.

TOWN OF HIGHLAND

Leroy P. Flores, President

Tom Black, President, Highland
Town Council

To the Town of Highland

Leroy's would like to continue our partnership with the Town of Highland for the Backyard Barbeque. In 2022 we worked on a split of 30% to Highland and 70% to Leroy's. This year we propose an even 50% to Highland and 50% to Leroy's.

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 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"

2. Works Board Order Number 2023-26: An Order of the Works Board Accepting the Performance Agreements with: Mike Green; Louis Gain of Grindstone; James Cairo of And Beyond Music, LLC for Anthem Classic Rock & Beyond; Mike Mazur for Rockology Chicago; Joe Frasca of United Talent Coordinators for Bad Medicine; Ellie Anderson; Neil Blankenship/Hail Mary; Brian Wynn of Sounds Cool Live Audio, LLC; for Professional Entertainment and Stage Services for the Town of Highland Associated with the 2nd Annual BBQ Fest and to comply with IC 22-5-1.7 et seq.

Councilor Schocke moved the passage and adoption of Works Board Order No. 2023-26. Councilor Smith seconded. Upon a roll call vote, there were three (3)

affirmatives and no negatives. The motion passed. The order was adopted pending the signature of the Town Executive.

Town of Highland
Board of Works
Order of the Works Board 2023-26

An Order of the Works Board Accepting the Performance Agreements for Professional Entertainment and Stage Services for the Town of Highland, Associated with 2nd Annual BBQ Fest 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, 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 BBQ 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 BBQ 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 two (2) days of The Town of Highland's 2023 BBQ Festival exceeds \$10,000.00, 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 and stage services as set forth in the agreements, for all of the days of the event, for: Mike Green; Louis Gain of Grindstone; James Cairo of And Beyond Music, LLC of Anthem Classic Rock & Beyond; Mike Mazur for Rockology Chicago; Ellie Anderson; Neil Blankenship/Hail Mary; Bad Medicine/Bon Jovi; Brian Wynn of Sounds Cool Live Audio, LLC; 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 20th day of July 2023 having passed by a vote of 3 in favor and 0 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)

Band Name	Contract Price
Mike Green	\$400
Grindstone	\$1,000
Anthem	\$2,000
Ellie Anderson	\$150
Neil Blankenship/Hail Mary	\$350
Chicago Rockology	\$1,000

Bad Medicine/Bon Jovi	\$1,800
	\$6,700
Brian Wynn of Sounds Cool Live Audio, LLC.	\$2,600

PERFORMANCE AGREEMENT

Town of Highland - Town Council 3333 Ridge Road Highland, IN 46322	Date: <u>July 16, 2023</u>
Entertainer: <u>Mike Green</u>	For: <u>2nd Annual Backyard BBQ Festival</u>
Band Name: <u>Mike Green</u>	<u>Highland Main Square</u>
Address: <u>8471 Wheeler Pl</u>	<u>3001 Ridge Road, Highland, IN 46322</u>
City, State Zip: <u>Crown Point, IN</u>	Date: <u>August 18, 2023</u> Time: <u>5:00-6:00</u>
Phone: <u>219 902-9033</u>	<u>Highland Council of Community Events</u>

Description

This agreement is for the personal services of performers on the engagement described below, is made on July 14, 2023 between Town of Highland - Town Council (hereinafter "Purchaser") and Mike Green (hereinafter "Artist").

- Name and address of place of performance: 2nd Annual Backyard BBQ Festival
3001 Ridge Road, Highland, IN 46322
- Date of Performance: August 18, 2023
- Performance time: 5:00-6:00
- Contact: Sandy McNight, (219) 545-3800
- Type of Event: 2nd Annual Backyard BBQ Festival
- Sound System and Lighting will be provided by: Sounds Cool Live Audio
- Special provisions: None
- Contract price: \$ 400, flat guarantee, made payable to Mike Green after the concert.
- It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, including, but not limited to, a pandemic, the full amount is due to the Artist. If the engagement is cancelled by the Artist for any reason other than an Act of God, they are to provide alternate entertainment.
- No Reliance on Outside Representations. The Parties represent and warrant that in making their decision to enter into this Agreement they have been represented by their own counsel and that they have not, except as herein stated, relied upon any express or implied representations of the other's agents or representatives concerning any matter related to this Agreement. The Parties acknowledge that they either: (a) have fully obtained whatever information and advice they desire regarding the effect of this Agreement; or (b) are willing to go forward with this Agreement without that information or advice and to assume whatever risks that decision may entail.

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11. **Binding Effect:** This Agreement will be binding on the parties and will inure to the benefit of and bind their respective heirs, personal representatives, successors and assigns.
12. **Attorneys' Fees:** In any action brought by any party to enforce the obligations of the other party or parties under this Agreement, the prevailing party will be entitled to collect such party's or parties' reasonable outside counsel fees, costs and other litigation expenses in such action. The prevailing party is the party who receives substantially the relief sought by said party, whether by final un-appealable order, dismissal or settlement, including any mediation or arbitration.
13. **Severability:** If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision agreed to by the parties that is similar in terms to such provision as is possible that is legal, valid and enforceable.
14. **Headings:** The headings used in this Agreement are for ease in reference only and are not intended to affect the interpretation of this Agreement in any way.
15. **Counterpart Execution:** This Agreement may be executed in multiple counterparts with the same effect as if the parties had signed the same document. All counterparts will be construed together and will constitute one agreement. This document will not be binding on or constitute evidence of a contract among the parties until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to each other party to this Agreement.
16. **Governing Law, Venue & Jurisdiction:** This Agreement is being executed, delivered and is intended to be performed in Lake County, Indiana, and the substantive laws of Indiana will govern the validity, construction and enforcement of this Agreement. This Agreement is to be construed according to the laws of the State of Indiana applicable to contracts and workmanship to be performed entirely within the State of Indiana. The parties irrevocably and unconditionally consent to the venue and jurisdiction (both subject matter and personal) of any Indiana State Court sitting in Lake County, Indiana, in any action brought to enforce the terms of this Agreement. The parties irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

WHEREFORE, the Parties hereunto set their hands and seals on the dates written below:

Purchaser: Town of Highland – Town Council

Artist/Manager

By: _____
Tom Black, President

By: Michael Green
Printed Name: Michael Green

Dated: _____

Dated: 7-16-23

PERFORMANCE AGREEMENT

Town of Highland - Town Council
3333 Ridge Road
Highland, IN 46322

Date: 7-14, 2023

Entertainer: GRINDSTONE For: 2nd Annual Backyard BBQ Festival
Band Name: GRINDSTONE Highland Main Square
Address: 10543 AVE. G 3001 Ridge Road, Highland, IN 46322
City, State, Zip: Chicago, IL 60617 Date: 8-18, 2023 Time: 6:30-8:00
Phone: 219-677-2820 Highland Council of Community Events

Description

This agreement is for the personal services of performers on the engagement described below, is made on 7-14, 2023 between Town of Highland - Town Council (hereinafter "Purchaser") and GRINDSTONE (hereinafter "Artist").

1. Name and address of place of performance: 2nd Annual Backyard BBQ Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance 8-18, 2023
3. Performance time: 6:30 - 8:00
4. Contact: Sandy McKnight, (219) 545-3800
5. Type of Event: 2nd Annual Backyard BBQ Festival
6. Sound System and Lighting will be provided by: Sounds Cool Live Audio
7. Special provisions: None
8. Contract price: \$ 1000.00, flat guarantee, made payable to Louis Gain after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, including, but not limited to, a pandemic, the full amount is due to the Artist. If the engagement is cancelled by the Artist for any reason other than an Act of God, they are to provide alternate entertainment.
10. No Reliance on Outside Representations. The Parties represent and warrant that in making their decision to enter into this Agreement they have been represented by their own counsel and that they have not, except as herein stated, relied upon any express or implied representations of the other's agents or representatives concerning any matter related to this Agreement. The Parties acknowledge that they either: (a) have fully obtained whatever information and advice they desire regarding the effect of this Agreement; or (b) are willing to go forward with this Agreement without that information or advice and to assume whatever risks that decision may entail.

11. **Binding Effect:** This Agreement will be binding on the parties and will inure to the benefit of and bind their respective heirs, personal representatives, successors and assigns.
12. **Attorneys' Fees:** In any action brought by any party to enforce the obligations of the other party or parties under this Agreement, the prevailing party will be entitled to collect such party's or parties' reasonable outside counsel fees, costs and other litigation expenses in such action. The prevailing party is the party who receives substantially the relief sought by said party, whether by final un-appealable order, dismissal or settlement, including any mediation or arbitration.
13. **Severability:** If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision agreed to by the parties that is similar in terms to such provision as is possible that is legal, valid and enforceable.
14. **Headings:** The headings used in this Agreement are for ease in reference only and are not intended to affect the interpretation of this Agreement in any way.
15. **Counterpart Execution:** This Agreement may be executed in multiple counterparts with the same effect as if the parties had signed the same document. All counterparts will be construed together and will constitute one agreement. This document will not be binding on or constitute evidence of a contract among the parties until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to each other party to this Agreement.
16. **Governing Law, Venue & Jurisdiction:** This Agreement is being executed, delivered and is intended to be performed in Lake County, Indiana, and the substantive laws of Indiana will govern the validity, construction and enforcement of this Agreement. This Agreement is to be construed according to the laws of the State of Indiana applicable to contracts and workmanship to be performed entirely within the State of Indiana. The parties irrevocably and unconditionally consent to the venue and jurisdiction (both subject matter and personal) of any Indiana State Court sitting in Lake County, Indiana, in any action brought to enforce the terms of this Agreement. The parties irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

WHEREFORE, the Parties hereunto set their hands and seals on the dates written below:

Purchaser: Town of Highland – Town Council

Artist/Manager

By: _____
Tom Black, President

By: Louis GAIN
Printed Name: LOUIS GAIN

Dated: _____

Dated: 7-14-2023

Form W-9
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
LOUIS GAIN

2 Business number/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____
 Other (see instructions) _____

C Corporation
 S Corporation
 Partnership
 Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
10543 Ave G
 City, state, and ZIP code
CHICAGO IL 60617

6 Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
358	54-7435
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here _____ Signature of U.S. person _____ Date 7-15-2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

PERFORMANCE AGREEMENT

Town of Highland - Town Council
3333 Ridge Road
Highland, IN 46322

Date: 7-17, 2023

Entertainer:

Band Name: ANTHEM CLASSIC ROCK + BEYOND
Address: 1575 WENONAH AVE
City, State Zip: BERWYN, IL 60402
Phone: 630-308-1054

For: 2nd Annual Backyard BBQ Festival
Highland Main Square
3001 Ridge Road, Highland, IN 46322
Date: AUGUST 18, 2023 Time: 8:30-10:30PM
Highland Council of Community Events

Description

This agreement is for the personal services of performers on the engagement described below, is made on JULY 14th, 2023 between Town of Highland - Town Council (hereinafter "Purchaser") and ANB BEYOND MUSIC, LLC (hereinafter "Artist").

1. Name and address of place of performance: 2nd Annual Backyard BBQ Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance: FRIDAY AUGUST 18th, 2023
3. Performance time: 8:30-10:30 PM
4. Contact: Sandy McKnight, (219) 545-3800
5. Type of Event: 2nd Annual Backyard BBQ Festival
6. Sound System and Lighting will be provided by: Sounds Cool Live Audio
7. Special provisions: None
8. Contract price: \$ 2,000, flat guarantee, made payable to ANB BEYOND MUSIC, LLC after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, including, but not limited to, a pandemic, the full amount is due to the Artist. If the engagement is cancelled by the Artist for any reason other than an Act of God, they are to provide alternate entertainment.
10. No Reliance on Outside Representations. The Parties represent and warrant that in making their decision to enter into this Agreement they have been represented by their own counsel and that they have not, except as herein stated, relied upon any express or implied representations of the other's agents or representatives concerning any matter related to this Agreement. The Parties acknowledge that they either: (a) have fully obtained whatever information and advice they desire regarding the effect of this Agreement; or (b) are willing to go forward with this Agreement without that information or advice and to assume whatever risks that decision may entail.

11. **Binding Effect:** This Agreement will be binding on the parties and will inure to the benefit of and bind their respective heirs, personal representatives, successors and assigns.
12. **Attorneys' Fees:** In any action brought by any party to enforce the obligations of the other party or parties under this Agreement, the prevailing party will be entitled to collect such party's or parties' reasonable outside counsel fees, costs and other litigation expenses in such action. The prevailing party is the party who receives substantially the relief sought by said party, whether by final un-appealable order, dismissal or settlement, including any mediation or arbitration.
13. **Severability:** If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision agreed to by the parties that is similar in terms to such provision as is possible that is legal, valid and enforceable.
14. **Headings:** The headings used in this Agreement are for ease in reference only and are not intended to affect the interpretation of this Agreement in any way.
15. **Counterpart Execution:** This Agreement may be executed in multiple counterparts with the same effect as if the parties had signed the same document. All counterparts will be construed together and will constitute one agreement. This document will not be binding on or constitute evidence of a contract among the parties until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to each other party to this Agreement.
16. **Governing Law, Venue & Jurisdiction:** This Agreement is being executed, delivered and is intended to be performed in Lake County, Indiana, and the substantive laws of Indiana will govern the validity, construction and enforcement of this Agreement. This Agreement is to be construed according to the laws of the State of Indiana applicable to contracts and workmanship to be performed entirely within the State of Indiana. The parties irrevocably and unconditionally consent to the venue and jurisdiction (both subject matter and personal) of any Indiana State Court sitting in Lake County, Indiana, in any action brought to enforce the terms of this Agreement. The parties irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

WHEREFORE, the Parties hereunto set their hands and seals on the dates written below:

Purchaser: Town of Highland – Town Council

Artist/Manager

By: _____
Tom Black, President

By: James Cairo
Printed Name: JAMES CAIRO

Dated: _____

Dated: 7-14-23

Form W-9
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
AND BEYOND MUSIC LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **P**
 Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
 Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any)
 Exemption from FATCA reporting code (if any)
 (Apply to accounts published outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1515 WENONAH AVE
 6 City, state, and ZIP code
BERWYN, IL 60402
 7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)
 Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.
 Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
OR								
Employer identification number								
4	7	-	1	6	5	2	7	4

Part II Certification
 Under penalties of perjury, I certify that:
 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 3. I am a U.S. citizen or other U.S. person (defined below); and
 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person **James Cairns** Date **1-1-23**

General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.
Purpose of Form
 An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:
 • Form 1099-INT (interest earned or paid)
 • Form 1099-DIV (dividends, including those from stocks or mutual funds)
 • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 • Form 1099-S (proceeds from real estate transactions)
 • Form 1099-K (merchant card and third party network transactions)
 • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 • Form 1099-C (canceled debt)
 • Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
 If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is Backup Withholding, later.

Cat. No. 10231X Form W-9 (Rev. 10-2018)

PERFORMANCE AGREEMENT

Town of Highland - Town Council
3333 Ridge Road
Highland, IN 46322

Date: 4/14, 2023

Entertainer:
Band Name: Elie Anderson
Address: 2107 Red River Drive
City, State Zip: Schererville TN, 38375
Phone: 219-501-2740

For: 2nd Annual Backyard BBQ Festival
Highland Main Square
3001 Ridge Road, Highland, IN 46322
Date: 8/19, 2023 Time: 2:00pm
Highland Council of Community Events

Description

This agreement is for the personal services of performers on the engagement described below, is made on 4/14, 2023 between Town of Highland - Town Council (hereinafter "Purchaser") and Elie Anderson (hereinafter "Artist").

1. Name and address of place of performance: 2nd Annual Backyard BBQ Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance: ~~7/19~~ 8/19, 2023
3. Performance time: 2:00pm
4. Contact: Sandy McKnight, (219) 545-3800
5. Type of Event: 2nd Annual Backyard BBQ Festival
6. Sound System and Lighting will be provided by: Sounds Cool Live Audio
7. Special provisions: None
8. Contract price: \$ 150.00, flat guarantee, made payable to Elie Anderson after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, including, but not limited to, a pandemic, the full amount is due to the Artist. If the engagement is cancelled by the Artist for any reason other than an Act of God, they are to provide alternate entertainment.
10. No Reliance on Outside Representations. The Parties represent and warrant that in making their decision to enter into this Agreement they have been represented by their own counsel and that they have not, except as herein stated, relied upon any express or implied representations of the other's agents or representatives concerning any matter related to this Agreement. The Parties acknowledge that they either: (a) have fully obtained whatever information and advice they desire regarding the effect of this Agreement; or (b) are willing to go forward with this Agreement without that information or advice and to assume whatever risks that decision may entail.

11. **Binding Effect:** This Agreement will be binding on the parties and will inure to the benefit of and bind their respective heirs, personal representatives, successors and assigns.
12. **Attorneys' Fees:** In any action brought by any party to enforce the obligations of the other party or parties under this Agreement, the prevailing party will be entitled to collect such party's or parties' reasonable outside counsel fees, costs and other litigation expenses in such action. The prevailing party is the party who receives substantially the relief sought by said party, whether by final un-appealable order, dismissal or settlement, including any mediation or arbitration.
13. **Severability:** If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision agreed to by the parties that is similar in terms to such provision as is possible that is legal, valid and enforceable.
14. **Headings:** The headings used in this Agreement are for ease in reference only and are not intended to affect the interpretation of this Agreement in any way.
15. **Counterpart Execution:** This Agreement may be executed in multiple counterparts with the same effect as if the parties had signed the same document. All counterparts will be construed together and will constitute one agreement. This document will not be binding on or constitute evidence of a contract among the parties until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to each other party to this Agreement.
16. **Governing Law, Venue & Jurisdiction:** This Agreement is being executed, delivered and is intended to be performed in Lake County, Indiana, and the substantive laws of Indiana will govern the validity, construction and enforcement of this Agreement. This Agreement is to be construed according to the laws of the State of Indiana applicable to contracts and workmanship to be performed entirely within the State of Indiana. The parties irrevocably and unconditionally consent to the venue and jurisdiction (both subject matter and personal) of any Indiana State Court sitting in Lake County, Indiana, in any action brought to enforce the terms of this Agreement. The parties irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

WHEREFORE, the Parties hereunto set their hands and seals on the dates written below:

Purchaser: Town of Highland – Town Council

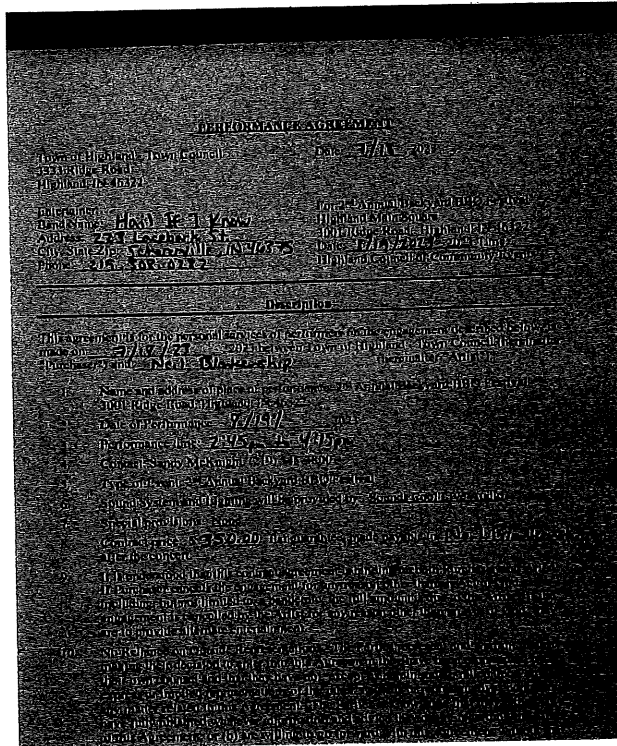
Artist/Manager

By: _____
Tom Black, President

By: Elie Anderson
Printed Name: Elie Anderson

Dated: _____

Dated: 4/14/2023



PERFORMANCE AGREEMENT

Town of Highland - Town Council
3333 Ridge Road
Highland, IN 46322

Date: July 17, 2023

Entertainer:
Band Name: ROCKOLOGY CHICAGO
Address: 138 N Summerfield Dr
City, State Zip: Valparaiso, IN 46385
Phone: 312-545-8865

For: 2nd Annual Backyard BBQ Festival
Highland Main Square
3001 Ridge Road, Highland, IN 46322
Date: August 19, 2023 Time: 4:45-6:15
Highland Council of Community Events

Description

This agreement is for the personal services of performers on the engagement described below, is made on July 17, 2023 between Town of Highland - Town Council (hereinafter "Purchaser") and ROCKOLOGY CHICAGO (hereinafter "Artist").

1. Name and address of place of performance: 2nd Annual Backyard BBQ Festival
3001 Ridge Road, Highland, IN 46322.
2. Date of Performance August 19, 2023
3. Performance time: 4:45p-6:15p
4. Contact: Sandy McKnight, (219) 545-3800
5. Type of Event: 2nd Annual Backyard BBQ Festival
6. Sound System and Lighting will be provided by: Sounds Cool Live Audio
7. Special provisions: None
8. Contract price: \$1000, flat guarantee, made payable to ROCKOLOGY CHICAGO after the concert.
9. It is understood that this contract agreement is binding on both Purchaser and Artist. If Purchaser cancels the engagement for any reason other than an Act of God, including, but not limited to, a pandemic, the full amount is due to the Artist. If the engagement is cancelled by the Artist for any reason other than an Act of God, they are to provide alternate entertainment.
10. No Reliance on Outside Representations. The Parties represent and warrant that in making their decision to enter into this Agreement they have been represented by their own counsel and that they have not, except as herein stated, relied upon any express or implied representations of the other's agents or representatives concerning any matter related to this Agreement. The Parties acknowledge that they either: (a) have fully obtained whatever information and advice they desire regarding the effect of this Agreement; or (b) are willing to go forward with this Agreement without that information or advice and to assume whatever risks that decision may entail.

11. **Binding Effect:** This Agreement will be binding on the parties and will inure to the benefit of and bind their respective heirs, personal representatives, successors and assigns.
12. **Attorneys' Fees:** In any action brought by any party to enforce the obligations of the other party or parties under this Agreement, the prevailing party will be entitled to collect such party's or parties' reasonable outside counsel fees, costs and other litigation expenses in such action. The prevailing party is the party who receives substantially the relief sought by said party, whether by final un-appealable order, dismissal or settlement, including any mediation or arbitration.
13. **Severability:** If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision agreed to by the parties that is similar in terms to such provision as is possible that is legal, valid and enforceable.
14. **Headings:** The headings used in this Agreement are for ease in reference only and are not intended to affect the interpretation of this Agreement in any way.
15. **Counterpart Execution:** This Agreement may be executed in multiple counterparts with the same effect as if the parties had signed the same document. All counterparts will be construed together and will constitute one agreement. This document will not be binding on or constitute evidence of a contract among the parties until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to each other party to this Agreement.
16. **Governing Law, Venue & Jurisdiction:** This Agreement is being executed, delivered and is intended to be performed in Lake County, Indiana, and the substantive laws of Indiana will govern the validity, construction and enforcement of this Agreement. This Agreement is to be construed according to the laws of the State of Indiana applicable to contracts and workmanship to be performed entirely within the State of Indiana. The parties irrevocably and unconditionally consent to the venue and jurisdiction (both subject matter and personal) of any Indiana State Court sitting in Lake County, Indiana, in any action brought to enforce the terms of this Agreement. The parties irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

WHEREFORE, the Parties herunto set their hands and seals on the dates written below:

Purchaser: Town of Highland – Town Council

Artist/Manager

By: _____
Tom Black, President

By:  _____
Printed Name: Mike Mazur

Dated: _____

Dated: 7/17/23



UNITED TALENT COORDINATORS

120 N. York Rd. Suite 202
Elmhurst, IL 60126
(630) 279-7625
www.unitedtalentchicago.com
contracts@unitedtalentchicago.com

Issuance Of Contract: 7/17/2023
Contract ID: 112022

ENGAGEMENT CONTRACT

It is hereby agreed that the PURCHASER hereby engages ARTIST and ARTIST hereby agrees to perform said engagement, and to be bound by all terms and conditions set forth herein.

1. Purchaser: Tom Black - Town Council President (herein referred to as PURCHASER)

1a. Special Provisions Purchaser: Artist to forward commission to UTC. Band to play, rain or shine. Artist to advance production with SOUNDS COOL LIVE AUDIO: 219-712-7086

2. Artist: BAD MEDICINE / Joe Frasca (herein referred to as ARTIST) [Classic Rock & Bon Jovi Tribute] www.bad-medicine.com

2a. Special Provisions Artist: Artist requests bottled water, pop, and limited supply of RED BULL to be agreed upon by Artist and Purchaser, at no cost to artist. ARTIST reserves the OPTION to use our own sound engineer, as well as effects rack, at no additional cost to purchaser.

3. Engagement Date: Saturday, Aug 19, 2023

3a. Billing: Festival Act

4. Venue of Engagement: HIGHLAND BACKYARD BBQ FESTIVAL, Highland Main Square, 3001 Ridge Rd, Highland, IN 46322

5. Admission: Purchaser Option

6. Time: One 120 minute set between the hours of 8:30 p.m. and 10:30 p.m.

7. Wage: \$1800 FLAT

(a) Wage shall be paid by PURCHASER to ARTIST by Cash or Company Check upon completion of engagement unless otherwise stated in line 1a.

8. AGENT PROVISIONS: The percentage of commission is included in the gross price of this engagement. Artist agrees that present or future employers can withhold commissions due UNITED TALENT COORDINATORS.

(a) Artist hereby agrees to pay United Talent Coordinators a commission of: 10%

9. Sound provided by: Purchaser

9a. Sound Tech provided by: Purchaser

9b. Sound check: 30 Minutes prior to show

9c. Lights provided by: Purchaser

10. Equipment load in: 90 Minutes prior to show

11. ARTIST/LEADER: The person herein above as ARTIST shall at all times exercise complete supervision, direction, and control over the services of all personnel on this engagement and expressly reserves the right to control the manner, means and details of the performance of services to fulfill the entertainment requirement. ARTIST shall use all efforts to conform to rules and policies of this establishment, and shall be liable for penalties from above wages for flagrant abuse of said rules.

(a) ARTIST'S obligations hereunder are subject to prevention by sickness, accident, acts of God, labor disputes, or any other cause beyond control of ARTIST. If a performer is unavailable to perform, Leader shall arrange for a replacement.

(b) ARTIST is not an employee of PURCHASER, and executes this contract as an independent contractor.

12. Commencement of engagement is deemed to be an acceptance of all terms stated herein by PURCHASER and ARTIST. This agreement may not be changed or altered except by an instrument in writing by both parties. PURCHASER and/or ARTIST shall not have the right to transfer or assign this agreement to any third party.

13. UNITED TALENT COORDINATORS acts only as an employment agent between artist and purchaser and assumes no liability or claims hereunder this contract.

WE ACKNOWLEDGE AND CONFIRM THAT WE HAVE READ AND APPROVE THE TERMS AND CONDITIONS SET FORTH HEREIN.

Tom Black - Town Council President

Joe Frasca

(Signature)

(Signature)

Highland Main Square, 3001 Ridge Rd
Highland IN 46322
219-545-3800

C/O United Talent Coordinators

Form W-9
 (Rev. December 2014)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Joe Frasca

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).
 Exempt payee code (if any)
 Exemption from FATCA reporting code (if any)
Please do not check this box unless you are outside the U.S.

5 Address (number, street, and apt. or suite no.)
2439 Albany Ct.

6 City, state, and ZIP code
Aurora, IL 60504

7 List account number(s) here (optional)

Requester's name and address (optional)


Part I Taxpayer Identification Number (TIN)
 Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.
 Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
3	5	4	-	7	8	-	2	7	8	2
or										
Employer identification number										
-										

Part II Certification
 Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ **7/6/16**

General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form
 An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
 If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
 By signing the filed-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding. If you are a U.S. exempt payee, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cal. No. 10231X Form W-9 (Rev. 12-2014)

Comments from the Town Council:
 (Good of the order)

- Councilor Bernie Zemen: *Liaison to the Board of Water Works Directors • Liaison and Plan Commission Member • Liaison to the Tree Board • Liaison to the Highland Neighbors for Sustainability.*

Councilor Toya Smith: *• Sanitary Board Liaison • Public Works Liaison • Advisory Board of Zoning Appeals Liaison • Liaison to the Building and Inspections.*

Councilor Mark Schocke: *• Park and Recreation Board Liaison • Council of Community Events Commission Liaison • Liaison to Main Street Bureau .*

- **Councilor Roger Sheeman:** *Town Board of Metropolitan Police Commissioners Liaison • Fire Department, Liaison • Chamber of Commerce Liaison • Information Communications and Technology Department Liaison.*
- **Town Council President Tom Black:** *Town Executive (I.C. 36-1-2-5-(4); I.C. 36-5-2-2; I.C. 36-5-2-7); • Board of Trustees of the Police Pension Fund, Chair (By Law) • Budget Committee Chairman • Redevelopment Commission Liaison and Member • Member of the Lake County Solid Waste Management District Board • Member of the Northwestern Indiana Regional Planning Commission (NIPRC) • Shared Ethics Representative.*

That concluded comments from the Council and President Black then turned it over to comments from visitor's or residents, reminding them to limit it to 2 minutes.

Comments from Visitors or Residents:

Sandy McKnight, Highland, thanked the Council for having a special meeting to approve the bands and beer garden vendor. She also asked, since the Council only approved 7 of the 8 bands, if she found another band, could the Council approve them on Monday. The Council responded in the affirmative.

Linda Carter, Highland and President of the HCCE asked Town Attorney Reed if he had an opportunity to review the legality of asking the vendors to give a certain % of their proceeds for the Make a Wish Foundation.

Attorney Reed said he saw no problem with the vendors giving a certain percentage of their proceeds back to the Make a Wish Foundation but there cannot be a co-mingling of the Town's revenues and the vendor's. Each entities revenue must be kept separate. In other words, when collecting money at the festival, if something cost \$6, it is not permissible that \$5 goes in to the revenue for the Town and \$1 physically goes to the donation drawer. All \$6 must be recorded as revenue for the Town. After the festival, if a donation is given to Make a Wish Foundation from the revenues, that is acceptable. If the vendor wanted to sell a special beer for the Make a Wish Foundation, the money collected for that beer cannot be co-mingled with the other beer sales which are designated as revenue for the Town.

Councilor Smith asked Linda Carter that in the future, all emails should be distributed to all of the elected officials. Linda Carter never copied the Clerk-Treasurer on her email to the Council and Town Attorney regarding the Make a Wish Foundation.

Adjournment of Special Meeting. There being no further business on the agenda, the Town Council President declared the regular plenary meeting of the Town Council of Monday, July 20, 2023, adjourned at 6:52 O'clock p.m.

Mark Herak
Clerk-Treasurer

Approved by the Town Council at its meeting of July 24, 2023.