

**Enrolled Minutes of the Ninety-Ninth Regular Meeting or Special Meeting  
For the Twenty-Ninth Highland Town Council Regular Plenary  
Business Meeting (Electronic/In person Hybrid) Monday, July 24, 2023**

The Twenty-Ninth Town Council of the Town of Highland, Lake County, Indiana met in its regular plenary session on Monday, July 24, 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, and supported the public's ability to observe and record the proceedings. People were able to participate in person and remotely. When the agenda item provided for public comment, this was supported as well. Councilor Zemen, Councilor Toya Smith, Councilor Mark Schocke, Councilor Tom Black and Councilor Roger Sheeman were present.

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

The Town Council President Tom Black presided over the meeting. The Town Clerk-Treasurer, Mark Herak, was present to memorialize the proceedings. The meeting was opened with Councilor Tom Black 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 Bernie Zemen, Toya Smith, Mark Schocke, Thomas Black and Roger Sheeman were present. Clerk-Treasurer, Mark Herak was also present. A quorum was attained.

**Additional Officials Present:** Mark Knesek, Public Works Director and John Reed, Attorney with Abrahamson, Reed & Bilse were remote. Alex Brown, CPRP, Superintendent of Parks and Recreation; Metropolitan Police Chief Ralph Potesta; William R. Timmer, Jr., CFOD, Fire Chief; Kenneth J. Mika, Building Commissioner; Redevelopment Director Maria Becerra and Ed Dabrowski, Director of Information Technology were present..

*Guests:* Theresa Badovich (remotely) and Robin Carlascio (remotely) of the Idea Factory were also present.

**Minutes of the Previous Meetings:** The minutes of the July 10 Plenary Meeting and July 20 were approved by general consent.

**Special Orders:**

1. **Administration of Oath of Office** for Police Officer Candidates **Jesse Guerrero and Alejandro J. Anaya** were appointed by the Town Board of Metropolitan Police

Commissioners at its meeting of 8 June 2023, with the appointment to be effective July 9, 2023, but not earlier than approval by Indiana Public Retirement System (INPRS).

Councilor Smith moved that the Town Council of Highland hereby determined that the herein named candidates meet the qualifications for such position, as determined by the Town Board of Metropolitan Police Commissioners and as now approved by the Highland Town Council which is the Town Legislative Body on this 10<sup>th</sup> day of July, 2023. Councilor Zemen seconded the motion. Upon a roll call vote of the elected officials, there three (3) affirmatives and no negatives. The motion passed.

- (a) *Instruction and Administration of Oath.* The Town Clerk-Treasurer offered the outline, rationale and instruction related to the oath of office for the police officer candidate. The clerk-treasurer then administered the oath of office to the officer.
- (b) *Presentation of Badge by Metropolitan Police Commission Chair and/or Town Council President or the Metropolitan Police Chief.* The Metropolitan Police Chief Ralph Potesta and the Town Council President Tom Black presented the police badge to Police Officer Rhein.

The Town Council President and members of the Town Council welcomed the new officers, who then introduced members of their friends and family who were in attendance.

STATE OF INDIANA     )  
                                  )SS:  
COUNTY OF LAKE     )

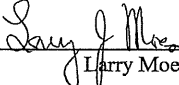
**CERTIFICATE of APPOINTMENT**

This is to certify that the Town Board of Metropolitan Police Commissioners for the Town of Highland, acting in accordance with applicable law, on the 8th day of June 2023 in the Town of Highland in said County and State, in which it is set forth and declared Alejandro J Anaya being of good moral character, was duly appointed to the position of Police Officer, subject to a probationary period, in and for said Town to serve during the probationary or regular appointment if conferred, only during good behavior, subject to the terms and provisions of the Rules, Regulations and Standard Operating Procedures duly adopted and in force for the Highland Metropolitan Police Department and for the citizens of the Town of Highland, all pursuant to I.C. 36-8-9 et seq., with said appointment to be effective, upon its approval, beginning on the 9th day of July, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and send this certification to be made part of the records of the Town of Highland, Lake County, Indiana this 8th day of June 2023.

**By: Town Board of Metropolitan  
Police Commissioners of Highland**

  
\_\_\_\_\_  
Michael Danko, Vice Chairman

  
\_\_\_\_\_  
Larry Moes, Secretary

Pursuant to IC 5-4-1-2 (a), the oath which is to be signed by the person taking the oath, and certified to by the officer before whom the oath was taken, may be found attached to this certificate or affixed to its reverse side.

**OATH OF OFFICE**

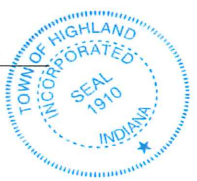
I, **Alejandro J. Anaya** do solemnly (swear or affirm) that I will support the Constitution of the United States, and the Constitution of the State of Indiana, and that I will faithfully and impartially discharge my duties as Police Officer of the Town of Highland, Indiana, according to law, and to the best of my ability, so help me God.

\_\_\_\_\_  
Alejandro J. Anaya

IN WITNESS WHEREOF as subscribed and sworn/affirmed before me, I hereunto set my hand and Corporate seal of the Town of Highland, Indiana this 10 day of July, 2023. I certify that I am the duly elected, qualified, acting and serving Clerk-Treasurer for the Town of Highland, and as such empowered pursuant to IC 33-16-4-1; IC 36-5-6-5 to make acknowledgments.

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

Mark A. Herak  
Mark A. Herak  
Town of Highland Clerk-Treasurer



I.C. 36-8-9-4(a)(c)Highland Municipal Code § 51; I.C. 5-4-1-1

IC 5-4-1-1  
 TOWN OF HIGHLAND  
 MARK A. HERAK, CLERK-TREASURER  
 DAY OF JULY 2023.  
 OFFICIAL AUTHORIZED TO TAKE ACKNOWLEDGEMENTS, ON THIS 10TH  
 IN WITNESS, SUBSCRIBED AND SWORN OR AFFIRMED TO BEFORE ME, AN  
 Alejandro J. Anaya

OATH OF OFFICE FOR POLICE OFFICER  
 I, Alejandro J. Anaya, do solemnly (swear or affirm) that I will support the Constitution of the United States, and the Constitution of the State of Indiana, and that I will faithfully, diligently and impartially discharge my duties as a Police Officer of the Town of Highland, Indiana, according to law, and to the best of my ability, (so help me God).

Town Board of Metropolitan Police Commissioners  
 Chairman  
 Steve Jurczak  
 Town Council President  
 Thomas Black  
 Michael Danko  
 Bernie Zemen  
 Terry Krooswyk  
 Toya Smith  
 Larry Moes  
 Mark Schocke  
 Danny Stombaugh  
 Roger Sheeman  
 Town Clerk-Treasurer  
 Mark A. Herak  
 Town Attorney  
 John P. Reed  
 Town Board of Metropolitan Police Commissioners Attorney  
 John P. Reed  
 Chief of Police  
 Ralph J. Potesta

Metropolitan Police Department Police Chiefs  
 Established 1955

- Ted Hanson (1955)
- Harold Yoder (1956-57)
- William Graham (1958-62)
- Stephen Ranich (1962-69)
- William Needles (1969-75)
- Robert Brakley (1976)
- Al Prendergast (1976-79)
- James M. Turoci (1979-85)
- Richard Hawkins (Interim) (12/28/84-5/28/85)
- Richard Rakoczy (1985-93)
- Lawrence L. Woods Jr. (1994 to 1997)
- Joseph A. Kwasny (1997 to 9/30/00)
- Paul Gard (06/22/00-12/14/00)
- James M. Turoci (12/15/00 to 02/15/02)
- Peter T. Hojnicky (02/16/02 to 02/06/23)
- Ralph J. Potesta (02/07/23 to present)

Metropolitan Police Department Police Chiefs  
 (Established 1955)

Administration  
 of  
 Police Officer's Oath  
 Police Officer Candidate  
**Alejandro J. Anaya**  
 Monday, July 10, 2023

Town of Highland  
 Metropolitan Police Department



STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF LAKE     )

**CERTIFICATE of APPOINTMENT**

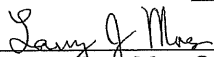
This is to certify that the Town Board of Metropolitan Police Commissioners for the Town of Highland, acting in accordance with applicable law, on the 8th day of June 2023 in the Town of Highland in said County and State, in which it is set forth and declared Jesse Guerrero being of good moral character, was duly appointed to the position of Police Officer, subject to a probationary period, in and for said Town to serve during the probationary or regular appointment if conferred, only during good behavior, subject to the terms and provisions of the Rules, Regulations and Standard Operating Procedures duly adopted and in force for the Highland Metropolitan Police Department and for the citizens of the Town of Highland, all pursuant to I.C. 36-8-9 et seq., with said appointment to be effective, upon its approval, beginning on the 25<sup>th</sup> day of ~~June~~ <sup>July</sup>, 2023. 9/1/23

IN WITNESS WHEREOF, I have hereunto set my hand and send this certification to be made part of the records of the Town of Highland, Lake County, Indiana this 8th day of June 2023.

**By: Town Board of Metropolitan  
Police Commissioners of Highland**

  
\_\_\_\_\_

Michael Danko, Vice Chairman

  
\_\_\_\_\_

Larry Moes, Secretary

Pursuant to IC 5-4-1-2 (a), the oath which is to be signed by the person taking the oath, and certified to by the officer before whom the oath was taken, may be found attached to this certificate or affixed to its reverse side.

**OATH OF OFFICE**

I, **Jesse Guerrero** do solemnly (swear or affirm) that I will support the Constitution of the United States, and the Constitution of the State of Indiana, and that I will faithfully and impartially discharge my duties as Police Officer of the Town of Highland, Indiana, according to law, and to the best of my ability, so help me God.

\_\_\_\_\_  
Jesse Guerrero

IN WITNESS WHEREOF as subscribed and sworn/affirmed before me, I hereunto set my hand and Corporate seal of the Town of Highland, Indiana this 10 day of July, 2023. I certify that I am the duly elected, qualified, acting and serving Clerk-Treasurer for the Town of Highland, and as such empowered pursuant to IC 33-16-4-1; IC 36-5-6-5 to make acknowledgments.

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

Mark A. Herak  
Mark A. Herak  
Town of Highland Clerk-Treasurer



I.C. 36-8-9-4(a)(c)Highland Municipal Code § 51; I.C. 5-4-1-1

IC 5-4-1-1  
 TOWN OF HIGHLAND  
 MARK A. HERAK, CLERK-TREASURER  
 DAY OF JULY 2023.  
 OFFICIAL AUTHORIZED TO TAKE ACKNOWLEDGMENTS, ON THIS 10TH  
 IN WITNESS, SUBSCRIBED AND SWORN OR AFFIRMED TO BEFORE ME, AN  
 Jesse Guerrero

OATH OF OFFICE FOR POLICE OFFICER  
 I, Jesse Guerrero, do solemnly (swear or affirm) that I will support  
 the Constitution of the United States, and the Constitution  
 of the State of Indiana, and that I will faithfully, diligently and  
 impartially discharge my duties as a Police Officer of the Town  
 of Highland, Indiana, according to law, and to the best of my  
 ability, (so help me God).

Town Board of Metropolitan Police Commissioners	Chairman	Steve Jurczak
Town Council	President	Thomas Black
Michael Danko	Bernie Zemen	
Terry Krooswyk	Toya Smith	
Larry Moes	Mark Schocke	
Danny Stombaugh	Roger Sheeman	
Town Clerk-Treasurer	Mark A. Herak	
Town Attorney	John P. Reed	
Town Board of Metropolitan Police Commissioners Attorney	John P. Reed	
Chief of Police	John P. Reed	
	Ralph J. Potesta	

Metropolitan Police Department Police Chiefs  
 Established 1955

- Ted Hanson (1955)
- Harold Yoder (1956-57)
- William Graham (1958-62)
- Stephen Ranich (1962-69)
- William Needles (1969-75)
- Robert Brakley (1976)
- Al Prendergast (1976-79)
- James M. Turoci (1979-85)
- Richard Hawkins (Interim) (12/28/84-5/28/85)
- Richard Rakoczy (1985-93)
- Lawrence L. Woods Jr. (1994 to 1997)
- Joseph A. Kwasny (1997 to 9/30/00)
- Paul Gard (06/22/00-12/14/00)
- James M. Turoci (12/15/00 to 02/15/02)
- Peter T. Hojnicky (02/16/02 to 02/06/23)
- Ralph J. Potesta (02/07/23 to present)

Metropolitan Police Department Police Chiefs  
 (Established 1955)

Administration  
 of  
 Police Officer's Oath  
 Police Officer Candidate  
**Jesse Guerrero**  
 Monday, July 10, 2023

Town of Highland  
 Metropolitan Police Department

2. Consideration of Proposed Additional Appropriations: *(controlled funds)* Proposed Additional Appropriations in Excess of the 2023 Annual Budget in the Corporation General Fund – Legal Fees in the amount of \$120,000.00.
  - (a) Attorney verification of Proofs of Publication: The TIMES 30th June 2023.



(b) Public Hearing.



See Proof on Next Page

Northwest Indiana Times  
601 W. 45th Ave.  
(219) 933-3333

I, Stefan Edward Pla, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Northwest Indiana Times, a publication that is a "legal newspaper" as that phrase is defined for the city of Munster, for the County of Lake, in the state of Indiana, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

**PUBLICATION DATES:**  
30 Jun 2023

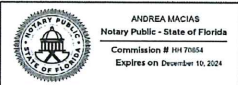
Notice ID: 4jKKnL7ll22LgUY93UaM  
Publisher ID: 34463  
Notice Name: Notice Add'l 7.24.2023

**PUBLICATION FEE:** \$33.25

*Stefan Edward Pla*  
Agent

**VERIFICATION**  
State of Florida  
County of Hernando  
Signed or attested before me on this: 06/30/2023

*Andrea Macias*  
Notary Public  
Notarized online using audio-video communication



TOWN OF HIGHLAND  
NOTICE TO TAXPAYERS OF PROPOSED ADDITIONAL

APPROPRIATIONS

Notice is hereby given the taxpayers of the Town of Highland, Lake County, Indiana, that the Town Council of said Municipality in said Municipal Building, 3333 Ridge Road, at 6:30 p.m. on the 24th day of July 2023, will consider the following additional appropriations in excess of the budget for the current year in the following funds:

Corporation General Fund  
Acct. 1101-0001-31002 Legal Fees

Total 300 Series: \$120,000.00  
\$120,000.00

TOTAL for the FUND:

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

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

TOWN COUNCIL of HIGHLAND  
Tom Black, President  
By: Mark Herak Clerk-Treasurer  
6/30 - 34463

HSPAXLP

Notice Add'l 7.24.2023 - Page 2 of 2

(c) Public Hearing.

Larry Kondrat, Highland inquired as to why \$120,000 in unappropriated funds were being moved into the General Fund – Legal, what was the lawsuit about.

Councilor Black responded that since this is an active litigation, the Council cannot really comment on this subject any further.

Mr. Kondrat replied, you expect the taxpayers to flip over \$120,000 and you're not going to tell us anything about it. Is that the position of the Town Council?

Councilor Schocke suggested to Mr. Kondrat that if he had further questions, he should check the federal docket.

(d) Action on **Proposed Appropriation Enactment No. 2023-14**: An Enactment Appropriating Additional Moneys in Excess of the Annual Budget for the **Corporation General Fund**, in the amount of \$120,000 all pursuant to I.C. 6-1.1-18, and I.C. 36-5-3-5.

Councilor Zemen introduced and moved for the consideration of Enactment No. 2023-14 at the same meeting of its introduction. Councilor Schocke seconded. Upon a roll call vote, a unanimous vote being necessary, there were five (5) affirmatives and no negatives. The motion passed. The enactment could be considered at the same meeting of its introduction.

Councilor Zemen moved for the passage adoption of Enactment No. 2023-14 at the same meeting of its introduction. Councilor Smith seconded. Upon a roll call vote, a two-thirds vote being necessary, there were five (5) affirmatives and no negatives. The motion passed. The enactment was passed and adopted upon the signature of the municipal executive at the same meeting of its introduction.

Town of Highland  
Appropriation Enactment  
Enactment No. 2023-14

AN ENACTMENT APPROPRIATING ADDITIONAL MONIES IN EXCESS OF THE ANNUAL BUDGET for the CORPORATION GENERAL FUND, ALL PURSUANT TO I.C. 6-1.1-18, and I.C. 36-5-3-5.

WHEREAS, Following a public hearing advertised pursuant to I.C. 5-3-1, it has been determined that it is now necessary to appropriate more money than was appropriated in the annual budget for the **Corporation General Fund**;

WHEREAS, It has been determined that such additional appropriations as may be approved by this enactment, will not increase the levies set under I.C. 6-1.1-17, all pursuant to I.C. 36-5-3-5;

NOW, THEREFORE BE IT ENACTED by the Town Council of the Town of Highland, Lake County, Indiana, as follows:

**Section 1.** That for the expenses of said municipality, the following additional sums of money are hereby appropriated and ordered set apart out of the **Corporation General Fund** herein named and for the purposes herein specified, subject to the laws governing the same:

CORPORATION GENERAL FUND

Acct. No. 1101-0001-31001 Legal Fees \$120,000.00

*Total 300 Series:* \$120,000.00

Fund Total: \$120,000.00

**Section 2.** That the Clerk-Treasurer is hereby authorized and instructed to inform the Department of Local Government Finance of this action and that these monies be made available for expenditure pursuant to I.C. 6-1.1-18.

**Section 3.** That in satisfaction and for the purposes of the provisions set out in I.C. 36-5-2-9.6, I.C. 36-5-3-5, I.C. 36-5-4-2, this enactment shall be deemed properly filed and introduced before the Town Council at a regular or special meeting, properly called and convened pursuant to I.C. 5-1.5-14 *et seq.*

Introduced and Filed on 24<sup>h</sup> day of July 2023. Consideration on same day or at same meeting of introduction sustained a vote of 5 in favor and 0 opposed, pursuant to IC 36-5-2-9.8.

DULY ORDAINED AND ADOPTED this 24th Day of July 2023, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of 5 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)

**Comments from the Public or Visitors:**

Carlos Aburto, Highland, commented on proposed Ordinance 1774-A as he wanted more information about the proposed Ordinance and how it relates to the Park Department? It was his understanding that proposed ordinance was to create the position of special event planner. He wanted to know if provisions had been made in next year's budget for the addition of another employee?

Councilor Black informed Mr. Aburto that that item had been removed from the agenda.

Carlos also commented on the second resource officer. He wanted to know if the reason the School Town chose not to fund a second resource officer had to do with the availability of funds or some other reason.

The Clerk-Treasurer advised that in talking with the School Town, with the failure of the passing of the referendum, they did not feel comfortable funding a second resource officer.

Councilor Schocke said that last year, he, Councilor Black and then Police Chief Hojnicky had met with School officials. He thought school board members Victor Garcia and Bob Kuva were also present. We had a tentative deal worked out essentially where we would cover half of the cost for a second resource officer and they were going to try and to do the same. We had some employment issues in the sense that we didn't have enough officers to put a second resource officer in the schools. We had some retirements and some turnover so we didn't have a second body to put into the school. It's an issue that's really near and dear to him and he thought, pretty much everyone from this Council feels the same way. It was his hope that even if the School Town can't cover it for an amount of time, that maybe the Town would be able to cover it for that period of time and eventually, the School Town would be able to cover their portion.

Carlos commended Councilor Schocke for his suggestion and he hoped the Council would be able to facilitate Councilor Schocke. He said he knew that the School Town was working very diligently to try and shore up the budget, trying to find new monies that they need to keep the level of excellence that we have at our schools. Maybe there will have to be a compromise until the School Town can get their footing and find the money. The School Resource Officer is vitally important to everybody in the Community.

Michelle Coon, Highland, said she understood that at the Town Council's special meeting, seven (7) of the eight (8) bands selected by the HCCE had been approved but the 8<sup>th</sup>, Idilly Unknown was not because of her involvement with the HCCE. Her son, is a member of the band and she was told it was a conflict of interest. I am a volunteer. I'm not a paid employee of the Town and we don't vote on the bands.

Councilor Schocke said but you are a voting member of the HCCE and do exert influence over their decisions. And as a Council, we wanted to air on the side of caution.

Councilor Black said one of the options was to let the band play but only pay the other 2 members of the band and not your son. The Council asked Ms. Knight to present another band for tonight's meeting.

Larry Kondrat, Highland, was asking about appropriating money for the school resource officer. He wanted to know if the Town was allocating enough money for two (2) resource officers or just one (1) as it has done in years past?

He was informed that the School Town felt with the failure of the referendum, they could not commit the funds for a second resource officer at this time.

Larry then spoke about his disappointment that the Council decided to removed proposed Ordinance No. 1774-A from the agenda as he fully agrees with the need to hire a special events supervisor. He also criticized the Council for changing their minds regarding hiring the Band Idilly Unknown. He said, he was at last Thursday's special Town Council meeting and the decision was made not to hire that band since one of the band members mom is on the HCCE and they viewed it as a conflict of interest. Ms. McKnight was told to present another band for tonight's meeting and now two (2) days later, the Council is waffling by saying the band can play but you simply won't pay this particular individual. The Council needs to put an end to this nonsense.

Jeff Rosignal, Highland, began by saying he wasn't sure if it's appropriate or not but since we're talking about the Highland School Board, I thought I would make this comment. I attended the School Board meeting last week and I expressed to them that I didn't think they had what it takes to move forward after losing this referendum. I'm not a Facebook guy, so I can't tell you a whole lot about that but I'm sure most of the people in here probably do and if you do, then you no doubt you saw what School Board Member Bob Kuva posted prior to the referendum. I have never seen anything so egregious in my life, especially from anybody in a capacity as a school board member. I asked the School Board, if they're not or if they're not prepared to move forward, perhaps they should consider resigning right now and let's get people in there who can move forward in the right way. I asked for Bob to resign immediately. I don't know if that's going to happen or not, but I think that's exactly what we need to do. I don't think these folks are prepared to handle what's going moving forward.

Councilor Schocke pointed out that the School Board is an independent body, with a different taxing body and we really don't have any control over. He understood his grievance but it really needs to be addressed at the School Board.

**Communications:** No Study Session on July 31, 2023 as it is the 5<sup>th</sup> Monday of the month.

**Staff Reports:** The following staff reports were received and filed.

**Mark Herak**

---

**From:** Denise Beck  
**Sent:** Monday, July 17, 2023 11:48 AM  
**To:** Mark Herak; Chad Kinley  
**Cc:** William Timmer  
**Subject:** June Fire Department Stats

Good Morning Mark and Chad,

June 2023 Stats

<b>Types of Calls:</b>	2023	YTD
General Alarms	10	50
Paid Still Alarms	35	186
Totals	45	236

**Chief Report:**

Inspections 50  
After Hours Meeting 13 hours  
After Hours Fire Calls 28 hours  
Saturday Hours at Station 14 hours  
E/R visit for injured firefighter 2 hours

*Denise Beck*  
Highland Fire Department  
2901 Highway Ave.  
Highland, IN 46322  
(219)-923-9876

2023 Highland 4th of July Net Profit Summary

Revenues

Ride/Concessions	\$58,229.89
Art/Crafts Booth	\$4,435.00
Food Booths	\$15,575.00
Parade	\$1,598.28
Beverage Services	\$82,542.46
Sponsorship	\$7,500.00
Total Revenues	\$169,880.63

Expenses

Misc. Supplies	\$392.09
Printing & Promotion	\$225.00
Event Insurance	\$3,613.00
Sanitation	\$5,715.00
Sales Tax	\$682.60
Parade	\$467.00
Permits	\$297.15
Fireworks	\$25,000.00
Sound System	\$6,000.00
Entertainment	\$23,625.00
Beverage Services	\$41,271.73
Public Relations/Donations	\$14,600.00
Total Expenses	\$121,888.57
Net Profit	\$47,992.06



## 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 1<sup>st</sup>. *(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 1<sup>st</sup> 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.*

Councilor Smith moved the appointment of the following persons to a new eighteen month term, expiring on January 1, 2025 on the Main Street Board of Directors, seconded by Councilor Black. Upon a roll call vote, there were three (3) and no negatives. The motion passed. The following persons were appointed to the Main Street Board of Directors:

- (1) Sandy Ray, 9027 Parrish Avenue, Highland
- (2) Kathy Smailis, 8754 Parkway Drive, Highland

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. 1, **Resolution No. 2023-12:** A Resolution Approving an Interlocal Cooperation Agreement between the Incorporated Town of Highland and the School Town of Highland for the Utilization of School Resource Officer Program Services for 2023-2024.

Councilor Schocke moved the passage and adoption of Resolution No. 2023-12. Councilor Sheeman seconded. Upon a roll call vote of the elected officials, there were five (5) affirmatives and 0 negatives. The motion passed. Resolution No. No. 2023-12 was adopted pending the signature of the Town Council President.

TOWN OF HIGHLAND  
TOWN COUNCIL RESOLUTION No. 2023-12

A Resolution Approving an Interlocal Cooperation Agreement between the Incorporated Town of Highland and the School Town of Highland for the Utilization of School Resource Officer Program Services for 2023-2024

**WHEREAS**, Indiana Code 36-1-7-1, *et seq.*, allows local government entities to make the most efficient use of the powers by enabling them to mutually utilize services for the mutual benefit of each other; and

**WHEREAS**, The Incorporated Town of Highland and the School Town of Highland, Lake County, Indiana are municipal corporations empowered by the aforesaid Interlocal Cooperation Act, as amended, with authority to contract with each other on a basis of mutual advantage so as to better provide public services and facilities at a shared cost; and

**WHEREAS**, The Incorporated Town of Highland and the School Town of Highland desire to enter into a joint agreement pursuant to IC 36-1-7-1, *et seq.*, to provide for the ability and flexibility to obtain for the Highland Students certain gang resistance training, a heightened law enforcement presence in the local public schools as well as other related services for the mutual benefit of the participating entities, and at a shared cost,

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Highland, Lake County as follows:

**Section 1.** That a joint agreement, a copy of which is attached and incorporated herein by reference, among and between the Incorporated Town of Highland and the School Town of Highland entered into by the Town of Highland by and through its Town Council, this 24<sup>th</sup> Day of July 2023 is hereby authorized and approved in each and every respect;

**Section 2.** That the purpose of this agreement is to authorize and allow the Town Council of the Town of Highland and the School Board of Trustees to act as a joint board of the two participating entities to mutually support and utilize certain specified services associated with the **School Resource Officer Program** for the mutual benefit of the participating entities at shared costs;

**Section 3.** That the Clerk-Treasurer of the Town of Highland is hereby authorized to execute the duties related to the payment, collection and accounting for all moneys of this joint undertaking, pursuant to the terms of this agreement, in a manner that is mutually acceptable with the duly constituted and acting business official of the School Town of Highland;

**Section 4.** That the governing boards of the participating entities may be convened as a joint board, or may act as a joint board at separate meetings of the respective governing bodies of the participating entities in which the entities concur;

**Section 5.** That the governing boards of the participating entities may create a committee comprised of representatives from both participating entities or may designate a single individual from each of the participating entities, which may perform such administrative ministerial duties as the joint board may direct and the agreement may provide;

**Section 6.** That the President of the Highland Town Council and the Clerk-Treasurer are hereby authorized to execute the joint Interlocal Governmental Agreement with their signatures and any additional documents in order to implement the agreement;

**Section 7.** That this agreement shall be effective as indicated in and pursuant to its provisions, after the agreement has been authorized and approved by each of the participating entities, evidenced by passage and adoption of a similar Resolution all pursuant to I.C. 36-1-7-2;

**Section 8.** That upon its approval, this agreement repeals the agreements governing the school resource officer program, the first adopted January 17, 1997 and its succeeding agreements;

**Section 9.** That before this agreement takes effect, it must be recorded with the Office of the Lake County Recorder. No later than sixty (60) days after it takes effect and is recorded, the agreement must be filed with the Office of the State Board of Accounts for audit purposes, all pursuant to I.C. 36-1-7-6.

**Duly Adopted** by the Town Council of the Town of Highland, Lake County, Indiana, the 24th day of July 2024. Having been passed by a vote of 5 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)

### INTERGOVERNMENTAL AGREEMENT

This Interlocal Governmental Agreement made and entered into in accordance with I.C. 36-1-7 by and between the TOWN OF HIGHLAND (hereinafter called "Town") and the SCHOOL TOWN OF HIGHLAND (hereinafter called "School Town"), both municipal and corporations organized and operating under the laws of the State of Indiana.

#### WITNESSETH THAT:

**WHEREAS**, The Town desires to provide a Town of Highland Police Officer to the School Town to serve in the capacity as School Resource Officer to instruct both the G.R.E.A.T. curriculum and the Officer Friendly program, and to perform other related duties.

#### THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Town agrees to provide to the School Town the service of one (1) Highland police officer to serve as a School Resource Officer. The purpose of the School Resource Officer will be to minimize the potential for hate crimes/bullying, alcohol and drug-related use, gang-related activities, and disruption and/or criminal behavior in and around schools, such as theft, vandalism, truancy, etc. in the most effective and efficient manner possible. The School Resource Officer shall at all times, remain an employee of the Town, which shall be solely responsible for payment of all salary, insurance, worker's compensation coverage, and benefits owing by reason of the Officer's employment. The Resource Officer's duties shall include those listed on the attached Exhibit B on "*Essential Functions*." The SRO shall be considered a "school official" when acting with the intent to promote a safe school environment by enforcing laws, school policies and all other rules and procedures of the school corporation. The School shall have input, at all times, on the Resource Officers duties under this agreement. The Resource Officer shall be a resource to all School Town of Highland staff as Safe School Plans designate or as need arises. The Resource Officer shall remain subject to all laws, rules, and regulations governing police officers of the jurisdiction and lawful orders of superior officers of the police department.

2. In consideration of the same, the School Town agrees to pay for said services in accordance with the terms of this Agreement the amount of **\$93,555.41** for a period of 180 days during the 2023-2024 school year. The basis for said compensation to the Town is presented as an exhibit to this agreement incorporated herein by reference. The School Town's compensation shall be paid in two (2) equal installments, as follows:

- (A) the first being due on or before December 31, 2023;
- (B) the second payment being due on or before June 30, 2024.

3. The Clerk-Treasurer of the Town shall be authorized to execute the duties of receiving payments from the School Town as described in paragraph two (2) and of disbursing and accounting for all such monies in a manner consistent with the terms of this Agreement.

4. The School Resource Officer will be assigned on a full-time basis to the School Town the equivalent of up to one hundred eighty (180) days during the school year. The School Town will only be financially responsible for the equivalent number of days actually worked by the School Resource Officer.

5. The School Resource Officer will wear clothing that will easily identify him or her as a police officer.

6. The School Resource Officer will not take personal time off when school is in session. If sick, he must notify the receptionist at the School Town Administration Center. A substitute may be assigned subject to mutual approval of the Police Chief and the School Superintendent.

7. Lunch must be eaten in a School Town cafeteria unless prior arrangements have been made with the Superintendent/designee.

8. The Town will assume all costs and responsibility of initial and ongoing training associated with the School Resource Officer position. Any vehicle or additional equipment or expenses necessary for the program shall be paid for by the Town.

9. The Town shall be responsible for selecting the police officer to serve as the School Resource Officer, subject to the consent and approval of the School Town. The School Town has final authority on the content of all instructional materials used by the School Resource Officer.

10. The administration of the terms of this Agreement shall supersede any previous Agreement and shall be accomplished through the Superintendent of the School Town or designee and the Chief of Police or designee.

11. Any other provision of this Agreement to the contrary notwithstanding this Agreement may be changed or modified only with the written consent of both parties.

12. All notices or communications provided herein shall be in writing and delivered either in person or via certified or registered United States mail, return receipt requested, and with the proper postage prepaid, addressed to the party for whom such notice or communication is intended.

13. Should any part, term, or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portion or provisions shall not be affected thereby.

14. No failure or delay in performance of the executed service Agreement by either party shall be deemed to be a breach when such failure or delay is occasioned by or due to any Act of God, strike, lockout, war, riot, epidemic, explosion, sabotage, the binding order of any court or governmental authority, or any other cause, whether of the kind enumerated above or otherwise, not within the control of the party claiming suspension, actually provided that no cause or contingency shall relieve the School Town of its obligation to

make payment for the services of the School Resource Officer programs actually provided by the Town.

15. This Interlocal Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

16. Before this agreement takes effect, it must be recorded with the Office of the Lake County Recorder. No later than sixty (60) days after it takes effect and is recorded; the agreement must be filed with the Office of the State Board of Accounts for audit purposes, all pursuant to I. C.36-1-7-6.

**Participant Counterpart**

**EFFECTIVE DATE.** This agreement shall be effective after the same has been ratified by each of the participating entities by Ordinance or Resolution all pursuant to I.C.36-1-7-2.

**IN WITNESS WHEREOF,** the parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

**TOWN OF HIGHLAND, INDIANA**  
3333 Ridge Road, Highland, Indiana 46322

Through its Town Council

By: \_\_\_\_\_  
Tom Black, Town Council President

Attest:

\_\_\_\_\_  
Mark Herak,  
Clerk-Treasurer

Participant Execution Date: \_\_\_\_\_

Approved as to Legality and Form:

\_\_\_\_\_  
John P. Reed, Attorney



**Participant Counterpart**

**EFFECTIVE DATE.** This agreement shall be effective after the same has been ratified by each of the participating entities by Ordinance or Resolution all pursuant to I.C. 36-1-7-2.

**IN WITNESS WHEREOF,** the parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

**SCHOOL TOWN OF HIGHLAND, INDIANA**  
9145 Kennedy Avenue, Highland, Indiana 46322

Through its Board of Trustees

By: \_\_\_\_\_  
Victor Garcia, President

Attest:

\_\_\_\_\_  
Allencia Ballard, Secretary

Participant Execution Date: \_\_\_\_\_

Approved as to Legality and Form:

\_\_\_\_\_  
Rhett L. Tauber, Attorney

Salary	2023	2024
Base Salary Corporal	\$ 77,576.46 *	\$ 79,903.76 *
Assigned officer's longevity	\$ 1,955.20	\$ 2,059.00 #
One Time Pay Premium		
<b>Subtotal:</b>	<b>\$ 79,531.66</b>	<b>\$ 81,962.76</b>
Benefits		
Medical Insurance (Family coverage)	\$ 31,080.72	\$ 34,188.80 **
Employer Contribution to Health Savings Account	\$ 2,892.00	\$ 2,992.00
Dental Insurance	\$ 1,510.32	\$ 1,661.35 **
Life Insurance (.140 per \$1000 of gross payroll, up to \$50k)	\$ 84.00	\$ 92.40 **
AD&D (.02 per \$1000 of gross payroll, up to \$50k)	\$ 12.00	\$ 13.20
Dependent life insurance coverage (\$1.50/mo)	\$ 18.00	\$ 19.80
Medicare	\$ 1,153.21	\$ 1,188.46
Employer Contribution to PERF	\$ 13,895.72 *	\$ 14,744.90 ***
Workers Compensation Insurance (2.00/\$100 salary)	\$ 1,590.63	\$ 1,639.26
Law Enforcement Liability Insurance (no discrete premium)		
<b>Subtotal Benefits:</b>	<b>\$ 52,236.60</b>	<b>\$ 56,540.17</b>
<b>Grand Total:</b>	<b>\$ 131,768.26</b>	<b>\$ 138,502.93</b>

Instruction Days: 180  
 School Year Days: 260

	2023	2024
	<i>Daily rate based upon 260 days</i>	
** Assumes a 10% increase	\$ 506.80	\$ 532.70
	First Semester	Second Semester

*School Compensation for 2023-2024 School Year:*

<b>FIRST SEMESTER: 2023</b> Days Instruction in School = 90 based upon school calendar		
<i>Daily rate: =(Total Salary for Year/260)</i>	\$ 506.80	Semester 1: \$ 45,612.09
<b>SECOND SEMESTER: 2024</b> Days Students are in School = 90		
<i>Daily rate: =(Total Salary for Year/260)</i>	\$ 532.70	Semester 2: \$ 47,943.32
		<b>School Total: \$ 93,555.41</b>
*** PERF PUBLIC SAFETY Employer is 19.10% 1.1.24		
<sup>1</sup> on the 1st Class Patrol Officer plus 20 years longevity		
1st Installment Due by December 31, 2023:		\$ 46,777.71
2nd Installment Due by June 30, 2024:		\$ 46,777.71

A 3% change in the basic bi-weekly salary is contemplated in this initial calculation for 2024

### **Exhibit B**

1. The SRO shall be considered a “school official” for purposes of assisting educators in maintaining a safe and effective learning environment. “School Official” status includes:
  - a. Conducting searches and seizures based on reasonable suspicion that a student is violating the law or rules of the school pursuant to federal law (New Jersey v. TLO, (469 US 325 (1985)) and Indiana law (Meyers v. State, 839 N.E. 2d 1154 (2005); D.L. v. State, 877 N.E. 2d 500 (2007); and T.S. v. State, 863 NE 2d 362 (2007)).
  - b. Preventing a campus crisis by intervening in misconduct that violates school rules that would, if ignored, place students, faculty, and staff at risk of harm. NOTE: Disciplining students is a School District responsibility. Nevertheless, the SRO will intervene and take the student(s) who violate school rules to the principal where school discipline can be meted out.
2. The SRO shall exchange relevant information with school officials pursuant to federal law (FERPA at CFR 99.31(a)(5)(i); 34 CFR 99.38) and Indiana law IC 31-39-9-1; IC 31-39-4-1; IC31-37-4-3) and cooperate with the Juvenile Court and other agencies that are concerned with juvenile crime prevention.
3. The SRO shall serve as a resource person between school personnel and law enforcement to maintain maximum school safety and security for students, staff, and faculty.
4. The SRO shall serve as a member of the guidance team/administrators and school safety teams. The Resource Officer shall work with faculty, administrators, staff, and faculty.
5. The SRO shall assist administrators, upon request, in tasks such as investigating theft, break-ins, assault, vandalism, drug/alcohol use or possession, and other occurrences where police intervention is either required or beneficial.
6. The SRO shall assist with supervision and resolution of students, youth or adults who loiter around school facilities.
7. The SRO shall assist in communication with parents/guardians.
8. The SRO shall participate in ongoing efforts to acquaint parents, students, and school personnel with his/her responsibilities.

2. *Commendation Letter for Day Off and Signature Authorization.* Action to approve Letters of Commendation for Exemplary Public service leading to the award of a single paid day off for several workers in the Metropolitan Police Department. Pursuant to Section 4.13 of the Compensation and Benefits Ordinance, for the day off to be effective requires the approval of the board of jurisdiction and the Town Council. The Town Board of Metropolitan Police Commissioners has granted preliminary approval to several letters of commendation regarding several employees who have worked six months without calling off sick and without experiencing an "at fault accident".

Action to approve the day off pursuant to Section 4.13 and should include approval for the members of the Town Council to sign the letter of commendation.

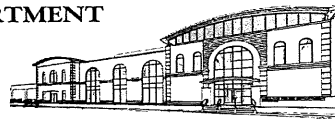
Councilor Sheeman moved the passage and adoption of Commendation Letter with one (1) off. Councilor Smith seconded. Upon a roll call vote of the elected officials, there were five (5) affirmatives and no negatives. The motion passed. The Commendation Letter with one (1) day off was adopted.



**HIGHLAND POLICE DEPARTMENT**

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

RALPH J. POTESTA, CHIEF OF POLICE



July 3, 2023

Chief Ralph Potesta  
Assistant Chief Pat Vassar  
Commander John Banasiak  
Commander Jason Hildenbrand  
Dept Commander Glenn Cox  
Corporal Dave Byers  
Corporal John Hinkel  
Corporal Thomas Manyek  
Corporal Rick Hoffman

Detective Corp Lee Natelborg  
Detective Corp Brian Stanley  
Lance Corp Greg Palmer  
Detective Frank Peckler  
Officer Tiffany Perez  
Officer James Mullins  
Officer Corey Anderson  
Officer Shane Geringer  
Officer Addison Barnhill  
Officer Joshua Kempke

Working six months without calling off sick and not having an at-fault accident is a tremendous achievement that exemplifies the conscientious effort you have put forth. This accomplishment reflects your concern for the welfare of your fellow officers and a conscientious attitude toward the department and the community.

On behalf of the Metropolitan Board of Police Commissioners, I commend you for your dedication.

Highland Board of Metropolitan  
Police Commissioners

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

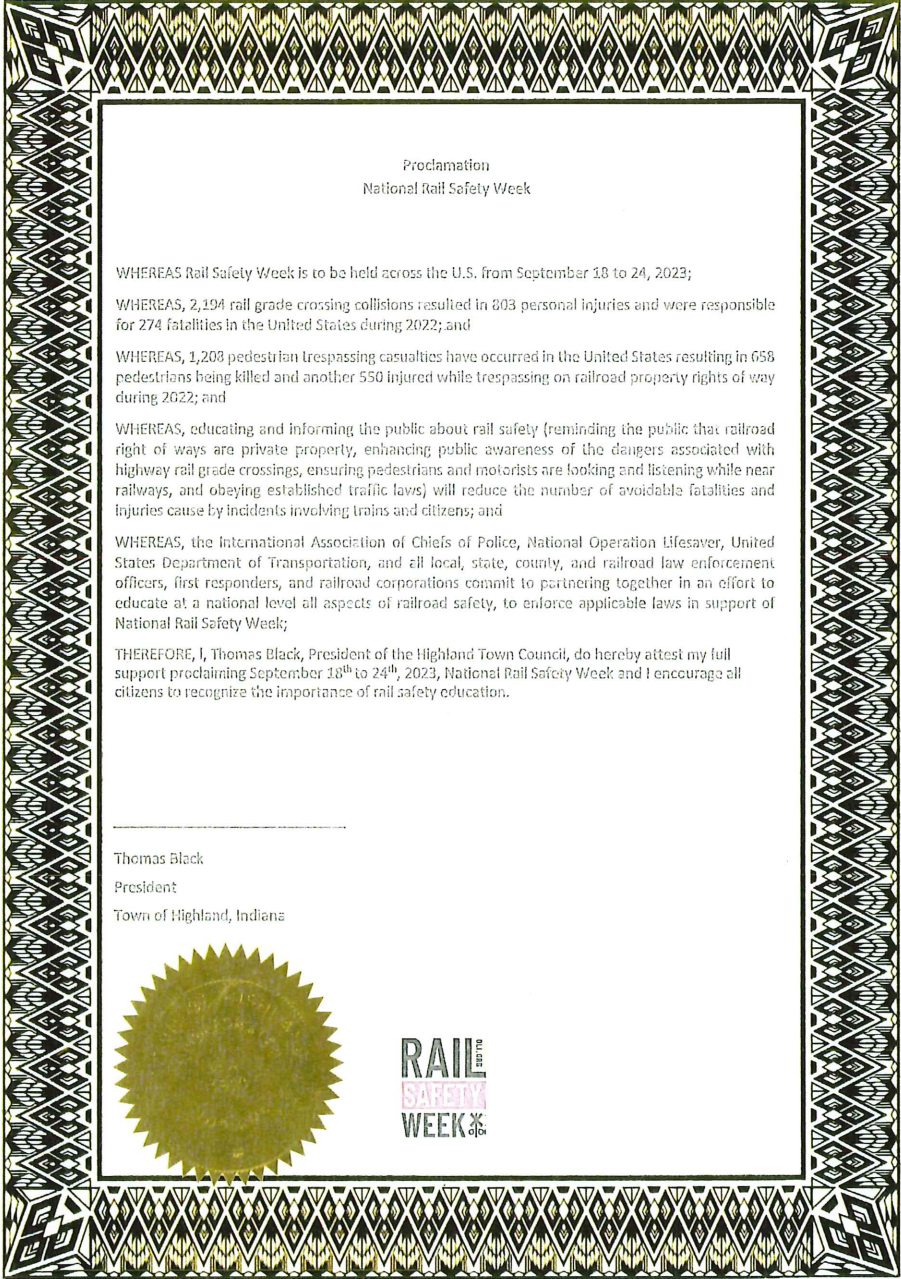
Highland Town Council

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Executive Proclamation: A Proclamation Recognizing Rail Safety Week in the Town of Highland from September 18 through 24<sup>th</sup> 2023.

- (a) Reading and Execution of Proclamation.
- (b) Action by the Town Council President

The Clerk-Treasurer read aloud the enrolled proclamation. The Town Council President approved the proclamation by his signature:



- 4. Works Board Order Number 2023-28: (place holder)An Order of the Works Board Accepting the Performance Agreement with: X for Professional Entertainment and

Stage Services for the Town of Highland Associated with the 2<sup>nd</sup> Annual BBQ Fest and to comply with IC 22-5-1.7 et seq.

No Council action was taken on Works Board Order 2023-28.

Town of Highland  
Board of Works  
Order of the Works Board 2023-28

AN ORDER OF THE WORKS BOARD ACCEPTING THE PERFORMANCE AGREEMENT FOR PROFESSIONAL ENTERTAINMENT AND STAGE SERVICES FOR THE TOWN OF HIGHLAND, ASSOCIATED WITH 2<sup>ND</sup> 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 \$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 Agreement for professional entertainment and stage services as set forth in the agreements, for all of the days of the event, for: X 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 24th day of July 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)

5. Proposed Ordinance No. 1774-A: An Ordinance To Further Amend Ordinance No. 1774, An Ordinance To Establish The Wage And Salary Rates Of The Elected Officers, The Non-Elected Officers, And The Employees Of The Town Of Highland, Indiana, Particularly Regarding Change To The Staffing Authority Of The Park and Recreation



Department. *(If adopted will establish one additional position of Special Events Supervisor and take effect the 1<sup>st</sup> pay period in January 2024.)*

Councilor Zemen moved to remove Proposed Ordinance No. 1774-A from the Agenda. Councilor Sheeman seconded.

Discussion:

Councilor Schocke said the was going to vote no to remove Proposed Ordinance No. 1774-A from the agenda. He was not going to belabor the point but looking at the Net Profit Summary for the 2023 4<sup>th</sup> of July as prepared by the Clerk-Treasurer, the 4<sup>th</sup> almost netted \$170,000 in gross revenue with a net profit of almost \$50,000 and I think its time to have a professional oversee this particular committee. What internal controls are in place? I'm not going to fight anybody too hard on it but that's my position. I'm going to be voting no.

Hearing no further discussion, Councilor Black called for the question.

Upon a roll call vote of the elected officials, there were three (3) affirmatives, one (1) negative and one (1) abstention with Councilor Zemen, Sheeman and Black voting in the affirmative to remove proposed Ordinance No. 1774-A from the agenda, with Councilor Schocke voting in the negative and Councilor Smith abstaining. The motion passed. The proposed ordinance was removed from the agenda.

ORDINANCE No. 1774-A  
of the  
TOWN of HIGHLAND, INDIANA

AN ORDINANCE to AMEND ORDINANCE No. 1760 to ESTABLISH THE WAGE and SALARY RATES of the ELECTED OFFICERS, the NON-ELECTED OFFICERS, and the EMPLOYEES of the TOWN of HIGHLAND, INDIANA PARTICULARLY REGARDING CHANGE to the STAFFING AUTHORITY of the PARK AND RECREATION DEPARTMENT.

**WHEREAS**, Title 36, Article 1 Chapter 4 of the Indiana Code confers certain general corporate powers on the several units of government in Indiana;

**WHEREAS**, Section fifteen of that chapter specifically provides that a unit of government may fix the level of compensation of its officers and employees;

**WHEREAS**, I.C. 36-5-3-2 provides in pertinent part that the town legislative body shall provide reasonable compensation for the other town officers and employees;

**WHEREAS**, I.C. 36-5-3-2(b), further provides that the Town Legislative body shall, by ordinance fix the compensation of its own members and the Town Clerk-Treasurer;

**WHEREAS**, I.C. 36-5-3-2(c) still further provides that the compensation of an elected town officer may not be changed in the year for which it is fixed, nor may it

be reduced below the amount fixed for the previous year;

**WHEREAS**, The Town Council of the Town of Highland, as the Town Legislative body, now desires to amend the ordinance that was adopted to fix the compensation of its elected officers, appointed officers and employees of the Town for the year 2023 and thereafter as amended;

**NOW, THEREFORE, BE IT HEREBY ORDAINED** by the Town Council of the Town of Highland, Lake County, Indiana, that the Staffing Authority of the Park and Recreation Department is modified and fixed, pursuant to the provisions indicated herein and as follows:

**Section 1.** That Section 11 (A) of Ordinance No. 1774 be amended by repealing Section 11(A) of that Ordinance in its entirety and replacing with the following section, which shall be numbered as Section 11 (A) and read as follows:

**Section 11. Parks and Recreation.** That subject to the provisions of this ordinance, the salary and wages for the non-elected officers and employees of the Town of Highland are hereby fixed for its **Park and Recreation Department** as follows:

(A) Supervisory Staff or Employees		Starting Incumbent	
		Rate	Rate
(1) Superintendent of Parks and Recreation	( 1 )		
With an employer provided vehicle:		\$ 3,117.57	
Without an employer provider vehicle:		\$ 3,302.32	
(2) Director of Recreation	( 1 )	\$2,228.91	\$2,228.91
(3) Recreation Supervisor	( 3 )	\$1,556.57	\$1,657.67
(4) Director of Parks	(1)	\$2,584.18	\$2,584.18
(5) Special Events Supervisor	(1)	\$1,892.73	\$1,892.73

**Section 2.** That all portions of ordinances in conflict with this ordinance are hereby repealed and are of no further force nor effect;

**Section 3.** That a job description be on file for any position created and authorized by this ordinance and maintained on file with the Park and Recreation Department and the Office of the Clerk-Treasurer;

**Section 4.** That except where otherwise noted herein, other compensation and benefits matters not expressly provided herein for salaried and hourly employees and the Clerk-Treasurer shall be as set forth in the Compensation and Benefits Ordinance, commonly called the Employee Handbook as amended from time to time;

**Section 5.** (A) This Ordinance shall become effective and shall remain in full force and effect beginning the 1<sup>st</sup> full pay period in January 2024 *after its passage and adoption* pursuant to any constrains currently in force in Ordinance No. 1774 and until its repeal or amendment by subsequent enactment;

(B) That the Clerk-Treasurer shall have authority to implement the provisions of this ordinance pursuant to the authority expressly set forth in IC 36-5-6-6 (a) (3) & (4).

Introduced and Filed 24<sup>th</sup> day of July 2023. Consideration on same day or at same meeting of introduction was not considered pursuant to IC 36-5-2-9.8.

**DULY ORDAINED and ADOPTED** this 24<sup>h</sup> Day of July 2023, by the Town Council of the Town of Highland, Lake County, Indiana, having been 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; IC 36-5-2-10.2)

6. **Amend the agenda:** Renewal of Accident and Health Insurance for the Highland Fire Department as proposed by Provident through the Brown Insurance Group.

Councilor Schocke moved to amend the agenda and add the renewal of Accident and Health Insurance for the Highland Fire Department as proposed by Provident through the Brown Insurance Group. Councilor Smith seconded. Upon a roll call vote, a unanimous vote being necessary to amend the agenda and add an item, there were five (5) affirmatives and no negatives. The motion passed. The agenda was amended.

Councilor Schocke moved to approve the renewal of Accident and Health Insurance for the Highland Fire Department as proposed by Provident through the Brown Insurance Group. Councilor Smith seconded. Upon a roll call vote, there were five (5) affirmatives and no negatives. The motion passed.

**Mark Herak**

---

**From:** Tom Brown <tbrown@browninsgrp.com>  
**Sent:** Monday, July 24, 2023 12:33 PM  
**To:** Mark Herak  
**Cc:** Elizabeth Grzych  
**Subject:** Highland Fire Department - Accident & Health proposal for 8.9.2023 renewal  
**Attachments:** Highland Fire Department-Accident Health Proposal 8.9.2020 - 8.9.2023.pdf; Highland Fire Department-Accident Health Proposal 8.9.2023 - 8.9.2026.pdf

Mark –

Please accept my apologies again for not providing this information to you in a timely manner.

The Highland Fire Department has a statutorily required policy which provides certain benefits to all FD Volunteers and Career (paid) Personnel. Benefits include financial support for:

- Death & Impairment
- Income Protection
- Medical Expenses
- Other benefits designed to assist the individual(s) and/or their families in event of a claim.

As you will note in the first attachment, expiring premium for each of the policy terms that began on August 9<sup>th</sup> of 2020, 2021, and 2022 was \$6,439.

As identified in the second attachment, for the policy periods beginning August 9<sup>th</sup>, 2023, 2024, and 2025, the renewal premium offer is \$6,459. A \$20 increase per year. This pricing was negotiated using VFIS as leverage and received back on May 31<sup>st</sup>. As good as I believe the outcome was I failed to forward at that time.

Should the council wish for me to present, summarize for an upcoming meeting or simply renew, I will do as directed.

Thank you,

Tom Brown  
Brown Insurance Group  
W: 219.972.6060 C: 219.678.6060

Click [here](#) to book a meeting



Plans of Insurance for the  
**Town of Highland dba Highland Fire Department**  
*Benefits apply while performing a Covered Activity.*

**Class 1** All volunteer classes of membership including but not limited to a Volunteer Member, Emergency Volunteer, Auxiliary Member, Fire Corps, Community Volunteer, Board Member, Trustee, Administrative Personnel, Junior Member, Member in Training, Probationary Member, and Part-Time Employees of the Policyholder.

**Class 2** Career Personnel of the Policyholder.

August 9, 2023 - 24  
 August 9, 2024 - 25  
 August 9, 2025 - 26

		Present Plan	Plan 1	Plan 2
<b>Section I: Death Benefits</b>				
A.	Covered Injury Death Benefit	\$150,000	\$175,000	\$200,000
B.	Covered Illness Death Benefit	\$150,000	\$175,000	\$200,000
C.	HIV Positive Diagnosis Lump Sum Benefit	\$150,000	\$175,000	\$200,000
D.	Bereavement Benefit	Up to \$10,000	\$10,000	\$10,000
E.	Dependent Child Benefit (Per Child)	\$10,000	\$10,000	\$10,000
F.	Sealbelt Benefit	\$37,500	\$43,750	\$50,000
	Airbag Benefit	\$37,500	\$43,750	\$50,000
G.	Final Expenses Benefit*	Up to \$10,000	\$10,000	\$10,000
H.	Spousal Benefit	Up to \$15,000	\$15,000	\$15,000
I.	Surviving Spouse Education Benefit	Up to \$10,000	\$10,000	\$10,000
J.	Dependent Child Education Benefit	Up to \$10,000	\$10,000	\$10,000
* Includes repatriation to the funeral home as well as other locations, cremation, burial services, grave marker/headstone.				
<b>Section II: Impairment Benefits</b>				
A.	Dismemberment, Loss of Speech or Hearing Benefit**	Up to \$150,000	\$175,000	\$200,000
B.	Vision Impairment Benefit**	Up to \$150,000	\$175,000	\$200,000
C.	Cosmetic Disfigurement from Burns Benefit**	Up to \$150,000	\$175,000	\$200,000
D.	Permanent Physical Impairment Benefit**	Up to \$150,000	\$175,000	\$200,000
E.	Felonious Assault Benefit	Up to \$75,000	\$75,000	\$75,000
F.	Impairment Modification Benefit**	Up to \$50,000	\$50,000	\$50,000
G.	Paralysis Benefit**	Up to \$150,000	\$175,000	\$200,000
** Benefits payable are based on the percentage of impairment or loss as defined in the Policy.				
<b>Section III: Income Protection Benefits</b>				
A.	Weekly Total Disability Benefits	Up to \$1,200	\$1,200	\$1,200
A.i.	Covered Injury Minimum Weekly Total Disability Benefit	\$100	\$100	\$100
A.ii.	Covered Illness Minimum Weekly Total Disability Benefit	\$100	\$100	\$100
A.iii.	Covered Injury Weekly Earned Income Replacement Benefit***	Up to \$1,100	\$1,100	\$1,100
A.iv.	Covered Illness Weekly Earned Income Replacement Benefit***	Up to \$1,100	\$1,100	\$1,100
B.	Partial Disability Benefit ***	Up to \$1,200	\$1,200	\$1,200
C.	Cost of Living Adjustment	Up to \$3,600	\$3,600	\$3,600
D.	First Week Disability Benefit***	Up to \$1,200	\$1,200	\$1,200
E.	Transition Benefit	Up to \$1,200	\$1,200	\$1,200
F.	Retraining Benefit	Up to \$20,000	\$20,000	\$20,000
*** Benefits are payable in coordination with the Loss of Earnings Coverage as defined in the Policy.				

**Plans of Insurance for the Town of Highland dba Highland Fire Department**

*Benefits apply while performing a Covered Activity.*

<b>Section IV: Medical Expenses</b>		<u>Present Plan</u>	<u>Plan 1</u>	<u>Plan 2</u>
A.	Medical Expense Benefit****	Up to \$75,000	\$100,000	\$125,000
B.	Plastic Surgery Expense Benefit****	Up to \$25,000	\$25,000	\$31,250

\*\*\*\* We will not pay covered medical expenses incurred by an Insured Person that are paid or payable under Workers' Compensation, no fault auto or similar insurance.

<b>Section V: Additional Benefits</b>		<u>Present Plan</u>	<u>Plan 1</u>	<u>Plan 2</u>
A.	Daily Hospital Confinement and Outpatient Treatment Benefit	\$25	\$30	\$35
B.	Daily Critical Care Benefit	\$50	\$60	\$70
C.	Family Expense Benefit	Up to \$10,000	\$10,000	\$15,000
D.	Occupational Rehabilitation Benefit	Up to \$5,000	\$10,000	\$10,000
E.	Mental Stress Management Benefit	Up to \$10,000	\$10,000	\$15,000
F.	Traumatic Incident Benefit	Up to \$5,000	\$10,000	\$10,000
G.	Health Insurance Premium Benefit	Up to \$12,000	\$12,000	\$12,000

<b>Annual Premium</b>	<u>Present Plan</u>	<u>Plan 1</u>	<u>Plan 2</u>
	\$6,899	\$7,832	\$8,890

*The annual payment option offers a one-year rate guarantee.*

<b>3-year Installment Premium:</b>	<u>\$6,459</u>	<u>\$7,334</u>	<u>\$8,326</u>

*The installment payment option offers a three-year rate guarantee which is paid each year for three years and represents a 6.7% discount off the annual premium.*

<b>3-year Prepaid Premium:</b>	<u>\$18,691</u>	<u>\$21,224</u>	<u>\$24,091</u>

*The prepaid payment option offers a three-year rate guarantee which is paid in full at the beginning of the Policy Term and represents a 10% discount off the annual premium.*

Preparation Date: May 30, 2023  
 Renewal Date: August 9, 2023  
 Proposal ID: 58778  
 This proposal is valid for 90 days from the Preparation Date or until 1 day prior to the Renewal Date, whichever is later.  
 Underwritten by: AXIS Insurance Company

**Plans of Insurance for the Town of Highland dba Highland Fire Department**  
*Benefits apply while performing a Covered Activity.*

**DISCLOSURE STATEMENT**

All U.S. insurance coverage described in this proposal is provided by AXIS Accident & Health and underwritten by AXIS Insurance Company. Coverage may not be available in all U.S. states and jurisdictions. Product availability and plan design features, including eligibility requirements, descriptions of benefits, exclusions or limitations may vary depending on state laws. This proposal outlines in general some of the important features of the proposed insurance program. The controlling provisions will be in the Policy, and this proposal is not intended in any way to modify the provisions or their meanings. The policy will be subject to the laws of the state in which it is issued.

This insurance coverage is administered by Provident Agency, Inc. of Pittsburgh, PA.

This insurance does not apply to the extent that trade or economic sanctions or regulations prohibit AXIS Accident & Health from providing insurance, including, but not limited to, the payment of claims. Payment of claims under any insurance policy issued shall only be made in full compliance with all United States economic or trade and sanction laws or regulation, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

Insurance policies providing certain health insurance coverage issued or renewed on or after September 23, 2010 are required to comply with all applicable requirements of the Patient Protection and Affordable Care Act (PPACA). However, there are a number of types of insurance that are specifically exempt from the requirements of the PPACA.

Based on our understanding of the current law and regulations, it is our belief that the accident and health benefits provided under this program are exempt from the requirements of the PPACA. Similarly, we do not believe that this accident and health coverage qualifies as minimum essential benefits as set forth in the PPACA. AXIS Insurance Company continues to monitor PPACA laws and regulations to determine any impact on its products. Should there be any change that requires modification of this coverage, we reserve the right to change the policy and rates accordingly.

**GENERAL EXCLUSIONS AND LIMITATIONS**

The benefits contained in the Policy are subject to the following limitations:

1. All Covered Injuries and Covered Illnesses arising from the same Covered Activity shall be treated as a single Covered Injury or Covered Illness. If the Insured Person sustained a Covered Injury and a Covered Illness from the same Covered Activity and the amount payable or benefit period for a specific benefit is different for Covered Injuries and Covered Illnesses, the Company will pay the higher amount or adhere to the longer benefit period.
2. If an Insured Person suffers a Covered Injury or Covered Illness that is payable under more than one of the following benefits, the most the Company will pay is the greater of the largest principal sum or the largest single benefit amount payable shown on the *Policy Schedule of Benefits* for any benefit for which the Insured Person qualifies: Covered Injury Death Benefit; Covered Illness Death Benefit; HIV Positive Diagnosis Lump Sum Benefit; Dismemberment, Loss of Speech or Hearing Benefit; Vision Impairment Benefit; Permanent Physical Impairment Benefit or Paralysis Benefit.
3. If an Insured Person is covered under more than one Policyholder Blanket Accident Policy issued by the Company, the total benefits payable will not exceed those payable under the policy that provides the greatest benefit.

*This limitation may not apply when multiple Blanket Accident Policies are issued and an Insured Person is also covered under an Accidental Death & Dismemberment Policy.*

*This limitation will apply when an Insured Person is covered under multiple Blanket Accident Policies; the Insured Person will not be covered under more than one local policy, more than one county policy, or more than one state policy.*

In addition to any benefit or coverage specific exclusion, benefits will not be paid for any loss which directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided in the Policy: declared or undeclared war or act of war; suicide or any attempt at it, while sane or insane, or intentionally self-inflicted injuries while sane; mental or emotional disorders, except as specifically provided for by the Traumatic Incident Benefit or the Mental Stress Management Benefit; any Organized League Athletic Event, except as provided under the Policy; or commission of a felony. In addition, benefits will not be paid for services or treatment rendered by any person who is: employed or retained by Policyholder; living in the Insured Person's household; an Immediate Family Member of either the Insured Person or the Insured Person's Spouse; or the Insured Person.

**Plans of Insurance for the Town of Highland dba Highland Fire Department**  
*Benefits apply while performing a Covered Activity.*

**EXCLUSIONS THAT APPLY TO THE INCOME PROTECTION BENEFITS**

In addition to the Exclusions provided under the Policy, no Income Protection Benefits shall be payable in the following instances, unless coverage is specifically provided: (1) during the Insured Person's incarceration in a penal or corrections institution. Payments may resume after incarceration as long as the Insured Person remains Totally Disabled and remains covered under the Policy; or (2) the Insured Person is not receiving Appropriate Care.

**LIMITATIONS THAT APPLY TO THE INCOME PROTECTION BENEFITS**

1. Total Disability or Partial Disability claims resulting from athletic events that are not Organized League Athletic Events will be limited to a maximum period of up to 156 weeks.
2. In no event will benefits be payable to an Insured Person for more than one disability at the same time.
3. An Insured Person may reopen his or her claim at any time up to 5 years following a period of Total Disability or Partial Disability for either Covered Injuries or Covered Illnesses for which payments were made under this Policy.
4. If an Insured Person is covered by multiple Accident Policies issued by the Company, the total amount of Income Protection Benefits payable under all policies will be a weekly benefit amount up to a maximum of \$1,000.
5. If a Career Personnel Insured Person is approved for disability retirement or otherwise retires, all eligibility for Total Disability or Partial Disability terminates on the effective date of such retirement.

**EXCLUSIONS FOR MEDICAL EXPENSE BENEFIT AND THE PLASTIC SURGERY EXPENSE BENEFIT**

In addition to the Exclusions provided under the Policy, no Medical Expense Benefit or Plastic Surgery Expense Benefits shall be payable for the following treatments or services, unless coverage is specifically provided:

1. benefits paid or payable under any Workers' Compensation Act or similar law, or under any no fault automobile insurance plan or similar law. If an Insured Person settles a Workers' Compensation claim, including medical expenses under Workers' Compensation, medical expenses arising from the injury or occupational disease that led to the Workers' Compensation claim will be deemed to be payable under Workers' Compensation for purpose of determining Covered Medical Expenses; or
2. any elective or routine treatment, surgery, health treatment, or examination, including any service, treatment or supplies that: (a) are deemed by the Company to be experimental or investigational; and (b) are not recognized and generally accepted medical practice in the United States.



**Plans of Insurance for the Town of Highland dba Highland Fire Department**  
*Benefits apply while performing a Covered Activity.*

**DESCRIPTION OF BENEFITS**

**Section I: Death Benefits**

- A. **Covered Injury Death Benefit** - This benefit is payable if an Insured Person sustains a Covered Injury that directly causes the loss of life.
- B. **Covered Illness Death Benefit** - This benefit is payable if an Insured Person suffers a Covered Illness that directly causes the loss of life.
- C. **HIV Positive Diagnosis Lump Sum Benefit** - If Insured Person tests HIV Positive as a result of participation in a Covered Activity, the Insured Person may choose to receive the HIV Positive Diagnosis Lump Sum Benefit in lieu of the Permanent Physical Impairment Benefit and/or Covered Illness Death Benefit or Covered Injury Death Benefit.
- D. **Bereavement Benefit** - If a Covered Injury Death Benefit or Covered Illness Death Benefit is payable under the Policy, an amount up to the Maximum Benefit Amount will be paid for out-of-pocket expenses actually incurred by the Policyholder or Participating Organization for the following expenses that are directly associated with an Insured Person's loss of life: 1) reasonable cost of bereavement counseling and 2) the reasonable costs associated with the memorial service, wake, honor guard, or other tribute to the Insured Person. This benefit is payable to the Policyholder or Participating Organization.
- E. **Dependent Child Benefit** - If a Covered Injury or Covered Illness Death Benefit is payable under the Policy, an additional benefit is payable for each Dependent Child.
- F. **Seatbelt Benefit** - If a Covered Injury Death Benefit is payable under the Policy and the Insured Person's death occurred in an Accident while he or she was wearing a properly fastened automobile seatbelt, the Seatbelt Benefit is payable.  
**Airbag Benefit** - If the Seatbelt Benefit is payable, the additional Airbag Benefit Amount will be paid if the Insured Person was also positioned in a seat protected by a properly-functioning and properly deployed Supplemental Restraint System (Airbag) when the Accident occurred.
- G. **Final Expenses Benefit** - If a Covered Injury or Covered Illness Death Benefit is payable under the Policy, an additional benefit will be paid for out-of-pocket expenses actually incurred by the beneficiary for expenses directly associated with an Insured Person's loss of life.
- H. **Spousal Benefit** - If a Covered Injury Death Benefit or Covered Illness Death Benefit is payable under the Policy, an additional benefit is payable to the Insured Person's Spouse.
- I. **Surviving Spouse Education Benefit** - If an Insured Person suffers a Covered Injury Death or Covered Illness Death, a benefit is payable for the surviving Spouse to enroll in an Institution of higher learning, professional or trade training program as set forth in a written agreement between the Spouse and the Company which can be periodically reviewed. The Company shall pay the actual costs incurred by the Insured Person for tuition, books and supplies charged by the Institution up to the Maximum Benefit Amount provided in the Policy.
- J. **Dependent Child Education Benefit** - If an Insured Person suffers a Covered Injury Death or Covered Illness Death and a death benefit is payable under this Policy, a benefit is payable for expenses incurred by each Dependent Child for tuition, fees, books, room and board, transportation and any other costs payable directly to a school, or approved and certified by the school, up to the Maximum Benefit Amount provided in the Policy.

**Section II: Impairment Benefits**

- A. **Dismemberment, Loss of Speech or Hearing Benefit** - If an Insured Person sustains a Covered Injury that directly causes a loss of speech, hearing or a dismemberment as defined in the Policy, an amount equal to 6.25% up to 100% of the Principal Sum is payable, based on the level of loss or dismemberment.
- B. **Vision Impairment Benefit** - If the Insured Person, as a result of a Covered Injury, suffers a vision impairment as defined in the Policy, an amount equal to 2.75% up to 100% of the Principal Sum is payable. Benefits are payable for partial loss of sight as well as total loss of sight.
- C. **Cosmetic Disfigurement from Burns Benefit** - If an Insured Person, as a result of a Covered Injury, suffers a Cosmetic Disfigurement from Burn due to a burn that is classified as third degree or a full thickness burn, a benefit is payable. The amount of the benefit will be based on a formula, which will be multiplied by the Principal Sum. The formula will take into account the area of the body which was burned. This benefit will be paid in addition to any other benefit payable under the Policy, with the exception of a benefit paid under the Dismemberment, Loss of Speech or Hearing Benefit for the same burned area.
- D. **Permanent Physical Impairment Benefit** - If an Insured Person suffers a Covered Injury or Covered Illness which results in a Permanent Physical Impairment of a body part, we will pay a PPI Benefit. The impairment percentage assigned by the Physician is multiplied by the Principal Sum to determine the benefit payable.
- E. **Felonious Assault Benefit** - If an Insured Person is participating in a Covered Activity and sustains a Covered Injury caused by a Felonious Assault directed at the Insured Person, an additional benefit is payable.

**Plans of Insurance for the Town of Highland dba Highland Fire Department**  
*Benefits apply while performing a Covered Activity.*

- F. **Impairment Modification Benefit** - This benefit may be payable if, due to Total or Partial Disability, an Insured Person's physical limitation or impairment poses a safety risk or inhibits the Insured Person's ability to maintain independence in their current transportation or living situation. The benefit may pay for alterations to make the Insured Person's residence wheelchair accessible and/or habitable, and modifications to his or her motor vehicle. Impairment modifications are subject to written agreement and other requirements outlined in the Policy.
  - G. **Paralysis Benefit** - If an Insured Person suffers Paralysis resulting from a Covered Injury or Covered Illness, the Company will pay a percentage of the Principal Sum based on the type of Paralysis, provided that the Paralysis occurs within 365 days.
- Section III: Income Protection Benefits**
- A. **Weekly Total Disability Benefits**
    - A.I. **Covered Injury Minimum Weekly Total Disability Benefit** - For Volunteers, payable up to lifetime while the Insured Person is Totally Disabled. For Career Personnel, payable for up to 5 years while the Insured Person is Totally Disabled. Paid in addition to any benefit from any source.
    - A.II. **Covered Illness Minimum Weekly Total Disability Benefit** - For Volunteers, payable up to later of age 67 or five years, whichever is greater while the Insured Person is Totally Disabled. For Career Personnel, payable for up to 5 years while the Insured Person is Totally Disabled. Paid in addition to any benefit from any source.
    - A.III. **Covered Injury Weekly Earned Income Replacement Benefit** - For Volunteers, payable up to lifetime and up to the amount listed in the Policy while the Insured Person is Totally Disabled and the Minimum Weekly Total Disability Benefit is payable. For Career Personnel, payable up to 5 years and up to the amount listed in the Policy while the Insured Person is Totally Disabled and the Minimum Weekly Total Disability Benefit is payable. The amount payable shall be computed by determining the Insured Person's Weekly Earned Income then subtracting the Minimum Weekly Total Disability Benefit and the Loss of Earnings Coverage as defined in the Policy.
    - A.IV. **Covered Illness Weekly Earned Income Replacement Benefit** - For Volunteers, payable up to later of age 67 or five years, whichever is greater and up to the amount listed in the Policy while the Insured Person is Totally Disabled and the Minimum Weekly Total Disability Benefit is payable. For Career Personnel, payable up to 5 years and up to the amount listed in the Policy while the Insured Person is Totally Disabled and the Minimum Weekly Total Disability Benefit is payable. The amount payable shall be computed by determining the Insured Person's Weekly Earned Income then subtracting the Minimum Weekly Total Disability Benefit and the Loss of Earnings Coverage as defined in the Policy.
  - B. **Partial Disability Benefit** - If a Covered Injury or Covered Illness results in a Partial Disability and permits the Insured Person to return to any Reasonable Occupation but at a lower rate of Weekly Earned Income, a benefit is payable of up to the Maximum Weekly Total Disability Benefit which would have been paid had the Insured Person been Totally Disabled. For Volunteers, benefits are payable up to later of age 67 or five years. For Career Personnel, benefits are payable for up to 5 years.
  - C. **Cost of Living Adjustments** - Adjustments are made at the greater of 5% or the CPI-U (up to 8%) on the Review Date of the Covered Injury or Covered Illness continuous disability. COLA adjustments are compounded after each Review Date not to exceed three times the Maximum Weekly Total Disability Benefit amount.
  - D. **First Week Total Disability Benefit** - For the first week of Total Disability, a benefit of up to \$1,200 is payable. The amount payable shall be computed by determining the Insured Person's Weekly Earned Income then subtracting the Minimum Weekly Total Disability Benefit, the Weekly Earned Income Replacement Benefit and the Loss of Earnings Coverage.
  - E. **Transition Benefit** - If an Insured Member is released to return to his or her primary employment after having received disability benefits under this Policy due to Covered Injury or Covered Illness, and their position at their primary employer has been terminated due to said Covered Injury or Covered Illness, disability benefits previously payable will continue to be paid for a period of up to 26 weeks while the Insured Person actively seeks employment.
  - F. **Retraining Benefit** - If as a result of a Covered Injury or Covered Illness an Insured Person cannot find and maintain a Regular Occupation, the Company will pay for the Insured Person to enroll in an institution of higher learning, professional or trade training program as set forth in a written agreement between the Insured Person and us which can be periodically reviewed. The Company shall pay the actual costs incurred by the Insured Person for tuition, books and supplies charged by the institution up the Maximum Benefit Amount provided in the Policy. Benefits for disability will continue as provided by the Policy while the Insured Person is actively participating in the program.

**Plans of Insurance for the Town of Highland dba Highland Fire Department**  
*Benefits apply while performing a Covered Activity.*

**Section IV: Medical Expense Benefits**

- A. **Medical Expense Benefit** - If, as a result of a Covered Injury or Covered Illness, an Insured Person incurs charges for Covered Medical Expenses as defined in the Policy, we will pay 100% of the Reasonable and Customary Charges up to the Maximum Medical Expense Benefit Amount provided. This Maximum is payable for all Covered Medical Expenses resulting from the same Covered Injury or Covered Illness.
- B. **Plastic Surgery Expense Benefit** - If an Insured Person incurs expenses that exceed the Maximum Medical Expense Benefit Amount provided under the Medical Expense Benefit, an additional amount from Covered Medical Expenses incurred for Medically Necessary plastic surgery due to a Covered Injury will be paid.

**Section V: Additional Benefits**

- A. **Daily Hospital Confinement and Outpatient Treatment Benefit** - If, due to a Covered Injury or Covered Illness, an Insured Person:
- is admitted to a Hospital on an Inpatient basis, a Daily Benefit Amount is payable for each full day of Inpatient Hospital confinement, not to exceed 730 days;
  - if after a period of being confined as an Inpatient in a Hospital, an Insured Person requires Outpatient physical therapy, rehabilitation and/or follow-up Physician visits, we will pay the Daily Benefit Amount for each day of such Outpatient treatment, not exceed 730 days; or
  - if an Insured Person does not require confinement as an Inpatient in a Hospital, but does require Outpatient physical therapy, rehabilitation and/or follow-up Physician visits, we will pay the Daily Benefit Amount for each day of such Outpatient treatment, not to exceed 365 days.
- For Outpatient treatment, only one payment per day will be made, regardless of the number of appointments the Insured Person attends.
- B. **Daily Critical Care Benefit** - If, due to a Covered Injury or Covered Illness, an Insured Person is Hospital confined to an intensive care, trauma, critical care, burn or similar specialty unit, a Daily Benefit Amount is payable for each full day of such confinement, not to exceed 730 days. This payment is in lieu of the Daily Hospital Confinement Benefit.
- C. **Family Expense Benefit** - If, as a result of a Covered Injury or Covered Illness, an Insured Person requires medical treatment that causes an Immediate Family Member or a significant other to accompany the Insured Person for treatment or to help treat the Insured Person, a benefit is payable for reasonable expenses actually incurred and not reimbursed by another source up to the Family Expense Benefit limit. Expenses may include, but are not limited to; loss of wages, out of pocket expenses, hotel accommodations, parking, and childcare.
- D. **Occupational Rehabilitation Benefit** - If an Insured Person is receiving Weekly Total Disability Benefits or Partial Disability Benefits, he or she may be eligible for a rehabilitation program. The Company will pay up to the Maximum Benefit Amount for the program as set forth in a written agreement. The goal of the rehabilitation program will be to return an Insured Person to the workforce in a Reasonable Occupation for which he or she is reasonably suited considering the Covered Injury or Covered Illness sustained.
- E. **Mental Stress Management Benefit** - If, as a direct result of being actively engaged in a single emergency incident or repeated active engagement in emergency incidents involving the organization, an Insured Person suffers psychiatric or mental stress, a Mental Stress Management Benefit is payable. The Insured Person must be receiving care by a Physician properly licensed to provide care appropriate for the condition causing the psychiatric or mental stress.
- F. **Traumatic Incident Benefit** - A benefit is payable for reasonable expenses for the services provided by a Traumatic Incident Stress Management Team, if such services are requested and authorized by the organization as a result of a Traumatic Incident. Expenses must be incurred within one year of the Traumatic Incident and are subject to the Traumatic Incident Benefit limit in the policy. The Traumatic Incident Aggregate Maximum Benefit Amount is the maximum that will be paid per Traumatic Incident regardless of the number of persons treated.
- G. **Health Insurance Premium Benefit** - If, disability benefits are paid under the Policy, and as a result of a Covered Injury or Covered Illness, the medical or health insurance premiums previously paid the Insured Person's employer have been discontinued, the Company shall pay the amount the employer previously paid for those premiums. The benefit is payable if the Insured Person incurs out of pocket costs for said premiums.

**Plans of Insurance for the Town of Highland dba Highland Fire Department**  
*Benefits apply while performing a Covered Activity.*

**DEFINITIONS**

**Accident or Accidental** means a sudden, unexpected, specific and abrupt event that occurs by chance at an identifiable time and place while the Insured Person is covered under this Policy.

**Appropriate Care** means the determination of an accurate and medically supported diagnosis of the Insured Person's Total or Partial Disability by a Physician, or a plan established by a Physician of ongoing medical treatment and care of the Total or Partial Disability that conforms to generally accepted medical standards, including frequency of treatment and care.

**Auxiliary Member** means any person who is a member of the auxiliary to the Policyholder at the time of Covered Injury or Covered Illness.

**Benefit Period** means the period, shown on the *Policy Schedule of Benefits*, commencing with the date of the onset of the Total Disability or Partial Disability during which benefits are payable.

**Career Personnel** means employees or members of the organization that receive Weekly Earned Income for regularly working at least 30 cumulative hours per week as an emergency service provider for the Policyholder.

**Community Volunteer** means a non-member who helps the Policyholder and/or the auxiliary of the organization, in a non-emergency capacity such as fund raisers, banquets, etc.

**Cosmetic Disfigurement from Burns** means a cosmetic disfigurement that is due to a burn that is classified as a third degree or full-thickness burn caused by a source that is thermal, chemical, electrical, or nuclear. The surface area must be documented by a Physician according to the Rule of Nines or the Lund-Browder chart.

**Covered Activity** means any activity which is normal for an Insured Person while acting on behalf of the Policyholder and includes travel directly to and from such activity, as well as impromptu action (Good Samaritan) at the scene of an emergency regardless of the Policyholder's involvement. Covered Activity includes all athletic events sponsored by the Policyholder with the exception of Organized League Athletic Events, unless such coverage is purchased. The Covered Activity must be performed at the direction, or with knowledge, of an officer of the Policyholder, unless immediate action is required of the Insured Person at the scene of an emergency not on behalf of the Policyholder or any other organization.

**Covered Illness** means any disease, sickness or infection, other than those related to psychiatric illness or mental stress, contracted or suffered by an Insured Person during or resulting from a Covered Activity while this Policy is in force.

**Covered Illness Death** means any Covered Illness, other than those related to psychiatric illness or mental stress, contracted or suffered by an Insured Person during or resulting from a Covered Activity while this Policy is in force and results in the death of an Insured Person.

**Covered Injury** means Accidental bodily injury sustained by the Insured Person during and/or resulting directly from an Insured Person's participation in a Covered Activity while coverage under the Policy is in force (independent of sickness, disease, mental incapacity or any other cause) and which is not otherwise defined as a Covered Illness.

**Covered Injury Death** means a Covered Injury sustained by an Insured Person during and/or resulting directly from a Covered Activity while this Policy is in force, and which results in the death of an Insured Person.

**Covered Medical Expenses** means the Reasonable and Customary Charges for any of the following services: medical or surgical treatment, preventative inoculation, Hospital confinement, Home Healthcare, nursing services prescribed and monitored by a Physician, Post exposure Prophylaxis protocol (PEP) treatment, when such treatment is advised by the attending Physician, Infectious Disease screening test (s), or Post exposure preventive inoculations as a result of participation in a Covered Activity.

**CPI-U** means the Consumer Price Index for all Urban Consumers, published by the United States Department of Labor. The Company reserves the right to use some other similar measurement if the Department of Labor changes or stops publishing the CPI-U.

**Dependent Child** means any unmarried child of an Insured Person who is dependent and under the age of 26 upon an Insured Person and claimed on an Insured Person's most current federal tax return or qualified court document showing at least 50% financial responsibility.

**Emergency Volunteer** means a person physically present at the time of the emergency, and who is not responding/acting as a member of any emergency service organization, who has been specifically requested to assist by the Chief, Line Officer or other officer in charge of the emergency.

**Plans of Insurance for the Town of Highland dba Highland Fire Department**  
*Benefits apply while performing a Covered Activity.*

**Felonious Assault** means any willful or unlawful use of force upon an Insured Person:

1. with the intent to cause bodily injury to an Insured Person;
2. that results in bodily harm to an Insured Person; and
3. that is a felony or misdemeanor in the jurisdiction in which it occurs.

Felonious Assault does not include any willful or unlawful use of force upon an Insured Person by another Insured Person.

**HIV** means Human Immunodeficiency Virus, a virus that infects lymphocytes and other cells bearing the CD4 marker, the initial infection of which is known as acute retro viral syndrome.

**Home Healthcare** means Medically Necessary services provided and billed by the Home Health Agency. Such services must be prescribed and supervised by a Physician in accordance with a medical treatment.

**Home Health Agency** means an entity engaged in arranging and providing nursing services, home health services or other therapeutic and related services. The entity and must be certified by a competent governmental authority in the jurisdiction where the services are rendered, as meeting requirement of Title XVIII of the Social Security Act, as amended, for home health agencies.

**Hospital** means an institution that meets all of the following:

1. it is licensed as a Hospital pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis; and
6. it charges for its services.

Hospital shall include a Veteran's Administration Hospital or Federal Government Hospital and the requirement that a patient must incur an expense as an Inpatient shall be waived.

**Infectious Disease** means a disease included within the list of potentially life-threatening infectious diseases, developed by the Secretary of Health and Human Services, pursuant to Title XXVI of the Public Health Service Act.

**Immediate Family Member** means a person who is related to the Insured Person in any of the following ways: Spouse, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), child (includes legally adopted or stepchild), grandparent, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, or father-in-law.

**Inpatient** means confined overnight as a registered bed-patient in a Hospital or other medical facility where at least one day's room and board is charged. The confinement must be on the advice of a Physician.

**Insured Person** means any person who is listed as an Eligible Person on the *Policy Schedule of Benefits*.

**Loss of Earnings Coverage** means any disability benefits or salary continuance received from:

1. the benefits payable in accordance with any Workers' Compensation Act or Occupational Disease Act or Law, or any other law which provides compensation for an occupational injury;
2. the income benefit provided by or through any automobile insurance plan or any government plan of automobile insurance or similar insurance regulation or law;
3. the salary continuation or severance allowance provided by or through the employer;
4. the disability, retirement or other income benefits provided by or through the employer, the Policyholder, or the Insured Person; and
5. the amounts paid or payable under any group plan or insurance policy.

Loss of Earnings Coverage does not include disability benefits received from individual disability insurance paid by Insured Person, or any disability benefits payable under the United States Federal Social Security Act. If an Insured Person settles a Workers' Compensation claim, including Loss of Earnings or similar provisions of Workers' Compensation, the presumed amount of those Workers' Compensation benefits shall be considered Loss Earnings Coverage for the entire duration of the Insured Person's Total Disability or Partial Disability.

**Medically Necessary** means medical services that: (1) are essential for diagnosis, treatment or care of the Covered Injury or Covered Illness for which it is prescribed or performed; (2) meet generally accepted standards of medical practice; and (3) are ordered by a Physician and performed under his or her care, supervision or order.

**Plans of Insurance for the Town of Highland dba Highland Fire Department**  
*Benefits apply while performing a Covered Activity.*

**Nurse** means a licensed graduate registered Nurse (R.N.) or a licensed practical Nurse (L.P.N.) who is not:

1. the Insured Person;
2. an Immediate Family Member of either the Insured Person or the Insured Person's Spouse;
3. a person living in the Insured Person's household; or
4. a person employed or retained by the Policyholder.

**Named Insured** means any organization listed as a Participating Organization on the *Policy Schedule of Benefits*.

**Organized League Athletic Event** means any type of sporting event or activity that occurs during a pre-planned schedule of practices, games, matches and/or tournaments over a specific season and may include the usage of a team roster, designated uniforms, umpires/referees, or fees paid to participate.

**Organized League Athletic Covered Activity** means preparation for, participation in, and travel to and from, an Organized League Athletic Event sponsored or approved by the Policyholder.

**Other Valid and Collectible Insurance** means: (1) any group plan, program or insurance policy; (2) any other group hospital, surgical or medical benefit plan; or (3) any union welfare plan or group employer or employee benefit program. Other valid and collectible insurance will not include benefits provided by the United States Social Security Act or any individual disability insurance plan.

**Outpatient** means an Insured Person who is a patient and is not hospitalized overnight but who visits a Hospital, clinic, or associated facility for diagnosis or treatment.  
**Partial Disability or Partially Disabled** means, for an Insured Person with an occupation producing wages as described in the definition of Weekly Earned Income, the inability to perform one or more, but not all, of the material and substantial duties of his or her own occupation as a result of a Covered Injury or Covered Illness. If an Insured Person does not have an occupation producing wages as described in the definition of Weekly Earned Income, Partial Disability or Partially Disabled means:

1. the inability to perform one or more, but not all of the material and substantial duties of an occupation for which an Insured Person is qualified by reason of education, training or experience; or
2. the inability to perform one or more, but not all of the regular activities of an Insured Person.

An Insured Person must be under the regular care of a Physician during Partial Disability.

**Permanent Physical Impairment** means a physical impairment or functional abnormality of a body part or parts or loss of at least 10% whole person which remains after maximum medical rehabilitation has been achieved and which is considered stable or non-progressive by the examining Physician at the time of evaluation.

**Physician** means a licensed health care provider practicing within the scope of his or her license and rendering care and treatment to the Insured Person that is appropriate for the condition and locality, and who is not:

1. the Insured Person;
2. an Immediate Family Member of either the Insured Person or the Insured Person's spouse;
3. a person living in the Insured Person's household;
4. a person employed or retained by the Policyholder; or
5. a person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.

**Policy Term** means the time period defined for the Policyholder shown on the *Policy Schedule of Benefits*.

**Reasonable and Customary Charge(s)** means a charge that:

1. is made for a Covered Medical Expense;
2. does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred (for a Hospital room and board charge, other than for a Medically Necessary stay in an Intensive care unit or a cardiac care unit, does not exceed the Hospital's most common charge for semi-private room and board); and
3. does not include charges that would not have been made if no insurance existed.

**Reasonable Occupation** means any occupation for which an Insured Person is reasonably fitted based on education, training or experience and an Insured Person could expect to generate the lesser of \$75,000 annually or at least 70% of his or her Weekly Earned Income.

**Regular Occupation** means the Insured Person's primary occupation at the time of disability for which he or she was receiving remuneration.

**Review Date** means the date after 52 weeks of continuous disability.

**Plans of Insurance for the Town of Highland dba Highland Fire Department**  
*Benefits apply while performing a Covered Activity.*

**Spouse** means the Insured Person's lawful spouse.

**Total Disability or Totally Disabled** means that for the first 5 years from the date of a Covered Injury or onset of a Covered Illness, an Insured Person:

1. is not able to perform the substantial and material duties of his or her occupation; and
2. is receiving Appropriate Care.

After 5 years from the date of a Covered Injury or onset of a Covered Illness, Total Disability or Totally Disabled means that due to a Covered Injury or a Covered Illness an Insured Person:

1. is not able to engage in any Reasonable Occupation;
2. is not working at any other occupation; and
3. is receiving Appropriate Care.

**Traumatic Incident** means an abnormal experience involving the Policyholder, outside the range of usual human experiences and that includes: 1) line of duty death or serious injury to other Insured Persons; 2) a single incident having multiple casualties; 3) death or serious injury of a child; 4) dealing with victims known to the Insured Person, and 5) similar incidents that would reasonably require mental health care for the entire Policyholder or a significant number of members of the Policyholder.

**Traumatic Incident Stress Management Team** means an organized group of mental health professionals and peer support individuals trained to provide support services to emergency service organization personnel. Such support services include traumatic incident stress defusing, debriefing, demobilization, stress reduction education, spousal support, one-on-one interviews, or on-the-scene support.

**Weekly Earned Income** means the greater of an Insured Person's:

1. average income earned on a weekly basis at the time the disability starts; or
2. average income earned on a weekly basis for the period of one year prior to the start of disability for which a claim is made.

If an employer, other than himself, employs an Insured Person, Weekly Earned Income will be computed from an Insured Person's regular, over-time and shift differential wages. Weekly Earned Income shall be substantiated by pay stubs, W-2 Forms, other employment records, tax records, and/or other records which We may reasonably request. Commission earnings will be computed using an average of 24 months of previous commission earnings.

If an Insured Person is self-employed, Weekly Earned Income will be computed from the amount reported by an Insured Person on page 1 of the IRS Form 1040 series, which includes amounts from Schedules C and F, and from qualifying income from Schedule E which is included in the amount reported by an Insured Person on page 1 of IRS Form 1040 series.

If the Insured Person is a commissioned sales person, Weekly Earned Income will be any salary or wages and commissions received from the Employer. This will be based on the Statement of Wages Earned and Taxes Withheld (Form W-2) for the fiscal year ending immediately prior to the date of the Insured Person's disability.

Weekly Earned Income does not include rent, royalties, investment income, passive income, estate and trust income and REIT/REMIC income regardless of an Insured Person's active involvement in generating said forms of income, an Employer's contributions to any deferred compensation plan or pension plan on the Insured Person's behalf, stock options, or any other income not derived directly from an Insured Person's occupational activities.

**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 Zemen began by acknowledging Ken Mika, Building Commissioner who said at last Wednesday's Plan Commission Meeting, the Plan Commission approved the findings of fact for a one-lot subdivision and for the development plan which they

approved last month for the climate control facility at 8621 Osborne. They are to be built by Osborne Partners. He said there is nothing on the docket for the next Plan Commission Meeting so in all probability, it will be canceled.

Councilor Zemen said the Water Board Meets this Thursday. He said the transport agreement with Dyer in on the agenda.

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

Councilor Smith began by acknowledging Ken Mika, Building Commissioner who said the BZA has 2 items on their docket for this Wednesday. One is for a width variance for two (2) lots located on 40<sup>th</sup> Street (2716 & 2728). Both lots are vacant and the property owner wants to build new houses on each lot but the lot width does not meet current code. The other is seeking a variance to open a non-permitted business in an industrial area off of 45<sup>th</sup> street on Spring Street. The property is zoned industrial and the petitioner wants to put in a Tae Kwon Do facility at 9717 Spring Street which is not a permitted use in an industrial zoning. From the Building and Inspection side, Chief Timmer and myself did the final inspection at the new Macy's located in the Highland Grove Shopping Center. There are still some punch list items they need to correct before they can open. They are planning a soft opening on August 8<sup>th</sup>. The gas station on Hart and 41 have installed their grinder pump for their sanitary system. They are finishing up the site work. The car wash is still installing the car wash equipment. They still have to complete the landscaping. The Highland Christian School addition is moving along at a rapid pace. They're trying to complete it prior to the school year starting but I wouldn't bet on that one. He spoke last week with the architect representing Cardinal Campus. He's finishing the drawings of the Boutique Hotel. Once the plans are complete, the drawings will be sent down to the State for their approval and release. If the plans are approved soon enough, they would like to break ground this year.

She then acknowledged Public Works Director Mark Knesek who reminded the public that this Saturday, from 9 o'clock a.m. to 2 o'clock p.m., at the Public Works Facility will be Hazardous Waste Day. He advised the residents to check the listing as to what items are acceptable. For example, no tires, explosives or ammunition but they do take small batteries, cleaners, oil solvents, poisons and gasoline pesticides. He advised Toya that Nipsco has finally fixed the street lights on Ridge Road. They are back on. Midwestern still needs to update some of the fuses in the boxes but the lights are back on and operational. He commented on the Parkway water main project which is scheduled to start at the end of August or the beginning of September. The project should be completed by the end of November with the road being milled and paved by the middle of December. The pre-construction meeting is scheduled for this Tuesday.

Councilor Sheeman asked Mark Knesek if he was satisfied the way the intersections on Ridge were stripped? If the intersections were stripped already, he was kind of



disappointed in how they turned out. He wondered whether they were supposed to do the whole intersection at Osborne because you can't tell.

Mark Kneseck responded we do the yellow and white for the lane designations but the crosswalks at the intersections are done at a different time. Jeff Siple will do the crosswalks at the intersections right before school starts or gets back into session. When you drive down Ridge Road you'll see that Munster and Griffith have not striped the road. He reminded Councilor Sheeman that it takes a lot more time to stripe and intersection than it does striping the middle of the street.

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

Councilor Schocke called upon Alex Brown who said last week the Park Department hosted the NSA Girls World Series fast pitch softball tournament at Sharp Athletic Complex. Over 80 teams from across the country participated. It brings in a lot of economic impact to the area, judging by the license plates from the various states. Those from out of state, are spending a minimum of five (5) nights at local hotels. They have to eat so they are spending money at restaurants. It's hard to believe that there are two (2) weeks left of summer camp. Even harder to believe that school starts two (2) weeks from this Friday. Summer is basically over. The theatre program will be performing the next two (2) weekends at Main Square. Performances are Thursday, Friday and Saturday nights. This program is one of the oldest programs still operated by the Park Department. Clerk-Treasurer Mark Herak appeared in the 1<sup>st</sup> production. The Park Department fall brochure will be going to the printer next week. If you have driven by Main Square, you'll see all the flags and white pvc piping all over the place as the contractor is installing the new irrigation system. The contractor, Thomas Irrigation, says he'll have the work completed by the end of next week. It still looks to Alex that a whole lot of work remains to be done. There is a bid opening this Friday to redo the tennis courts at Brantwood Park and to install six (6) pickle ball courts at Meadows Park. They will be done before winter and ready for next spring. He said Brantwood's new playground equipment, which was ordered in March, should be delivered by late August. Installation should take place in September. He reminded everyone that the Rotary Club Corn Roast is next Friday, August the 8<sup>th</sup>.

Councilor Schocke concluded by saying Thank You to all of the Town staff and departments and volunteers that were involved in the 4<sup>th</sup> of July festivities. I think everyone did a really good job. We had a good turnout, obviously good revenue numbers based on what I'm just learning tonight.

- **Councilor Roger Sheeman:** *Town Board of Metropolitan Police Commissioners Liaison*• *Fire Department, Liaison* • *Chamber of Commerce Liaison*• • *Information Communications and Technology Department Liaison*.

Councilor Sheeman began by commenting on how unfair he thought the Council's decision not to allow Michelle Coon's son band from playing in the BBQ Festival.

Councilor Black told Councilor Sheeman that the issued had already been settled and please continue with his committee reports.

Councilor Sheeman said it was his time to talk and he was going to talk about whatever he wanted to and Councilor Black could not prevent him. He wanted to know how we allow other employees of the Town to do business with the Town? We're saying her son's band can't play in the BBQ Festival because she is a member of the HCCE. I know that there's been votes on this Council where some people have said that they can't vote on an item or abstain from voting because they were somehow involved either with somebody or something related to that item. So, what's the big deal about her son's band playing?

Councilor Black said those of the Council present at the special meeting felt it gave the appearance of a conflict. The same rationale was used in the decision of Leroy's Hot Stuff over Amici's.

Councilor Sheeman then called upon Ralph Potesta, Metropolitan Police Chief who said this is has been a pretty busy time for the Police Department. He said nothing major is going on. He said he didn't have the opportunity to go through the June stats at the last meeting because we had the 4<sup>th</sup> of July Festival going on. He said he would present some of the more prominent stats from the month of June. He said the police responded to 945 calls for service. Highland had zero robberies but we had 3 burglaries. There was one apartment and 2 homes that were broken into. All were forced entry. Highland experienced no commercial burglaries but we did experience 34 thefts which were mainly shoplifting and things of that nature. 307 traffic citations were issue and 374 traffic warnings were issue. They had 88 accidents of which 11 resulted in injuries. Through June, we had 0 fatalities this year. Unfortunately, Highland had its first fatality for the year. A motorcycle ran into a vehicle that had turned in front of him. Hopefully, it will be the last fatality. We just sent five (5) guys to the academy today. He was happy to report that all five (5) passed the State's agility test. He passed out the following report:

June 2023  
 Highland Police Department  
 2023 Monthly Report

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Total Hours Worked													0
Net OT Hours booked													0
Net OT Hours used													0
Miles Traveled / Dept Veh													0
Total Incidents Handled	674	643	754	801	867	945							4,684
Homicide	0	0	0	0	0	0							0
Kidnapping/Abduction	1	1	1	0	0	1							4
Forcible Sex Offenses	1	1	0	0	2	1							5
Robbery	1	0	1	4	1	0							7
Assaults	14	7	6	9	8	17							61
Arson	0	0	0	0	1	0							1
Burglary Residential	1	0	1	1	2	3							8
Burglary Non-Residential	0	0	0	0	0	0							0
Thefts	17	16	28	29	29	34							153
Vehicles Stolen	2	3	2	4	2	1							14
Fraud	27	15	27	13	15	18							115
Vandalism	11	5	8	8	11	14							57
Drug Offenses	2	3	7	3	3	2							24
Weapons Offenses	0	1	0	3	1	0							5
Dollar Amount Stolen	171,366	94,666	154,021	95,169	127,460	86,574							729,256
Dollar Amount Recovered	50,656	64,960	38,443	73,451	28,479	42,207							298,196
Arrest Total	30	19	26	21	18	32							146
Citations	402	350	392	336	317	307							2,104
Warnings	466	411	440	400	392	374							2,483
Crashes Handled	59	63	91	76	109	88							486
Persons Injured in Crashes	10	8	14	17	28	11							88
Persons Killed in Crashes	0	0	0	0	0	0							0
Vehicles Towed	54	38	50	54	58	56							310

Burglaries  
1 Apt - No Suspect(s)  
1 House - No Suspect(s)  
1 House - Gypsy Scam  
- No Suspect(s)

All new  
offices passed 1st Day  
Agility testing at  
Academy Today

✓ of Right + now NO  
NEW HIRES

Councilor Sheeman then recognized Fire Chief Bill Timmer who also commented on the fatal motorcycle accident at Spring and 45<sup>th</sup>. He said accidents, especially fatal, are always rough on first responders. We were in Griffith on Saturday for an afternoon house fire, which was actually in Schererville. We do a lot of mutual aid with Griffith. They also assisted Gary with a fire last week. He said Highland had its own fire earlier this week at Sophia's. It seems like every three (3) or four (4) years Sophia's has a fire. The fire was caused by roofers, who were reroofing the building. The fire did not cause a lot of damage but the building was full of patrons at the time and had to evacuate the building. It was an expensive afternoon for the owner. He talked with the manufacture of our fire truck and they are now saying Highland should receive its new apparatus in September.

Councilor Zemen asked if it was September of 2023 or 2024.

Councilor Sheeman mentioned to Chief Timmer that he saw the Chief did fifty (50) inspections last month. He said that number seemed high compared to previous months.

Chief Timmer said most of those inspections were related to the booths and rides from the 4<sup>th</sup> of July Celebration. He said there were some 30 food booths alone that had to be inspected

He then recognized IT Director, Ed Dabrowski who passed out the following and said:

	7/10/2023	6/26/2023
	7/23/2023	7/9/2023
<b>CT</b>	6	5
<b>PD</b>	4	2
<b>PW</b>	2	0
<b>Parks</b>	2	2
<b>Bldg</b>	4	4
<b>Fire</b>	0	0
<b>Redev</b>	1	0
<b>Town</b>	4	3
	23	16
<b>High</b>	0	0
<b>Medium</b>	0	0
<b>Low</b>	23	23
	Budget Process	2.5 hrs Admin Duties
	1.5 hrs Admin Duties	0.0 hr online training
	Some issues with old building dept database	

For the week beginning July 10th through July 23rd, there were 23 tech calls for service. Four (4) were from the police department, six (6) from the Clerk-Treasurer's office, two (2) from Public Works, two (2) from Parks, zero (0) from the Fire Department, one (1) from Redevelopment, four (4) from Building and Inspection and four (4) town wide. Luckily, most of them were low in nature, with 2 being medium. There were 2-1/2 (2-1/2) hours spent in that time period on just basic administrative duties, like paying bills. There were no hours spent in training.

He added, as Clerk-Treasurer Herak alluded to, all of the departments are deep into the budget process. He's been working on a capital asset plan for the IT Department. He's working with all the department heads, trying to make sure that we're on the right path to staying ahead of the latest technology. It encompasses anything from servers, to pc networking equipment, to the equipment used by Public Works to inspect sewers, to the devices used by the Town's fire and police personnel. He said he has been battling AT&T over some rate increases. Like most towns, we too are eliminating AT&T. They have an uncanny way of doubling your bills and not telling you and when the invoice arrives, if you question it and don't pay the invoice, they shut you off. One of the problems is that AT&T no longer have account managers so every time you call, you speak with a different person. He said he is looking to upgrade the mobile fleet system ( police, fire, public works) to 5G. A lot of the newer devices are already 5G. He's working with Trevor from the Park Department to install a trench from the bathroom facility to the gazebo so cables can be run from the bathrooms to the gazebo to improve the audio visual signal. He then commented on the jumbotron from Griffith. He said that was really big thing and that should really be touted. It was well received. The bands really loved it, as did the sponsors. Think of the conversation over the years about sponsorships and banners. The problem was logistics with the banners. The jumbotron solved all of that. You'll be able to attract more sponsors, more sponsorship money and bring in better bands. He continues to update the cyber security plan as you read about cyber security attacks daily and he said the insurance companies continue to increase rates. We have had no occurrences, yet our rates continue to go up.

Councilor Sheeman asked Ed what was the hold-up of getting the estimate for modifying the sound system downtown. He said this is an extremely busy time for vendors with all the festivals going on everywhere. He concluded by complimenting Cathy Perrin because she was at the festival everyday with other members of the Sustainability Group going through garbage cans and taking out cans and cups that could be recycled and not go into the land fill. He said that takes real dedication.

- **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.*

Councilor Black began by acknowledging Redevelopment Director Maria Becerra who gave the following report.

T.C. REPORT July 24, 2023

**WAYFINDING SIGNS 60 BUSINESSES** HAVE SUBMITTED THEIR LOGO'S FOR THE PANELS ON THE WAYFINDING SIGNS.

**MAIN STREET** CONTINUES TO BE WELL ATTENDED BY IT MEMBERS AND WELCOMED 2 NEW MEMBERS THIS MONTH

**BIG CRAWL** AUGUST 29<sup>TH</sup> WITH MUSIC

**TOMORROW REST CRAWL** WITH 10 RESTAURANTS AND NATURALLY JACKS PARTICIPATING

**THE THURSDAY'S MARKET** –GOING WELL - Bringing people to downtown

**MAKERS MARKET** PLANS UNDERWAY 10-7-2023

**COMMUNITY GARDEN** HAS DONE VERY WELL THIS YEAR. HARVESTING AND SUPPLING LOCAL CHURCH PANTRIES.

**HIGHLAND NEIGHBORS FOR SUSTAINABILITY** CONTINUE TO BE VERY ACTIVE, THEIR MONTHLY MEETING ARE WELL ATTENDED AND PRODUCTIVE.

She said tomorrow would be the Restaurant Crawl, as 10 restaurants are participating including Naturally Jacks. The Farmer's Market will change the name to just Market and has been receiving great reviews on the social media and per the vendors, the turnout has been great and continues to grow. She said plans are continuing for the Maker's Market, which will be October 7<sup>th</sup>. As was last year, Jewett will be closed to vehicular traffic from 5<sup>th</sup> to Kennedy. The Community Garden is going well and they are continually looking for people to help pull

weeds. The Sustainability Group continues to be very active and their monthly meetings are very well attended. They're a good group of people who are very well focused. She said so far they have recruited sixty (60) businesses for the Way Finding signs.

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:**

Rick Volbrecht, Highland, said he attended a meeting last week at the Lincoln Center. I'm not here to represent anybody. I'm not here to offer a complaint on behalf of anybody. I'm not an attorney but I am looking for some legal advice here, not free. If a meeting is being held in Lincoln Center and a person comes to attend that meeting and a person at the meeting bars entry of a person who's trying to attend the meeting, what is the legal justification for a person at that meeting to bar the party trying to come into the meeting from entering the meeting. I'm being rather vague but I can be more specific.

Councilor Schocke asked Mr. Volbrecht if it was a town sponsored event and was told no. Councilor Schocke then said Mr. Volbrecht should probably take it up with those holding the meeting.

Mr. Volbrecht responded the meeting was being held in Lincoln Center, which was paid for by our property tax dollars. I disagree fully and completely. This town Council can justify or stand behind or even ignore or pretend it didn't happen. I know that I'm not going to get an answer. I know the Council is going to ignore this whole thing. I think most of you know what I'm talking about.

Councilor Schocke asked if Attorney Reed was still on the meeting but he wasn't. He suggested to Mr. Volbrecht that he should take it up with the Park Board.

Todd O'Day, Highland, was asking for an update on the lighting situation with Marcus. Last month, we had a meeting after the meeting the Town Council Meeting with Attorney Reed and Building Commissioner Ken Mika and there were some other residents present and we were told that Monday evening that a public and a private lawsuit was going to be filed by Friday. So basically, this is a dog and pony show. What's going on? This is ridiculous. I'm looking for some answers.

Attorney Reed responded that we did have that meeting Mr. O'day was referencing and he apologized for not getting back to Mr. O'day quicker but I thought you were part of the email chain by Blaine Roberts. Mr. O'Day responded that he wasn't. Mr. Reed said he would copy Mr. O'Day in the future. Attorney Reed continued that the suggestions and fixes put forth by Marcus were not satisfactory to the Town. Mr.



Mika and I have had other meetings on this issue and a suit is going to be filed this week. Attorney Reed said he appreciated Mr. O'Day for signing up to be a plaintiff in the case, along with some other individual residents, so that it's not just a public nuisance. It's a private nuisance suit as well. That'll be filed this week, and you'll be copied on everything

Todd O'Day asked if the Town could start imposing a daily fine and maybe making it retro to the beginning of summer. He was just trying to make this move a little faster as summer is basically over. I'd invite everybody in here to come to my house and have a have a drink but you'd be blinded by the light.

Attorney Reed said he had hoped cooler heads would have prevailed but it didn't so we have no other course than to move ahead with the suit. He said once the suit is filed, he believes things will move quickly and we'll talk at that time about the fines and litigation strategy.

Blaine Roberts, Highland, echoed Todd O'Day's comments that he and his neighbors were under the impression that some type of activity was going on regarding the lights because some of the lights had been taken down and only one light was still up. We were told the contractor was doing some testing. We thought that meant some movement was taking place. I think at this point everyone thought that something was going to happen. I was told very recently that because everyone's very positive and that we saw some activity, we thought something is gonna happen. Lo and behold, it's not what any of us envisioned. We are now of the opinion we'll have to go to court. We certainly want to thank you for your efforts. It's not quick enough, certainly for Todd or myself and others, but we certainly appreciate the effort. On a different topic. I want to thank the police department for clarifying truck traffic on Lincoln Street. We had some issues with trucks on Lincoln Street. We still do have them but I was able to get clarification from the police department. Thank you for that clarification. Also, if anyone has any interest in attaining any trees, please reach out to me as I am also a member of the Tree Board. We're interested in helping you get those trees, provided you water them.

Michelle Coon, Highland, asked the Council for further clarification about whether or not her son's band Idilly Unknown would be able to play in the HCCE's upcoming BBQ? She said she was still a little confused on whether they would be able to perform because if not the open spot needs to be filled.

Councilor Black said as of now, they are not scheduled to play. He said there was talk about the contract with Idilly Unknown be re-written to include two (2) of the three (3) current members and not your son or rewrite the contract where the performance fees are reduced and only the other two (2) members of the band are paid and not your son. If the other band members want to in turn pay your son out of their proceeds, that's between them.

Michelle said her son is very generous and he just wants to play music. He doesn't care about getting paid. I would even pay him out of my own money. It's not about the money, These kids are all from Highland.

Councilor Schocke asked then that the band is going to pay for free?

Michell said my son would play for free but I can't speak for the other band members.

Councilor Schocke said the conflict comes in where you a member of the HCCE, presumably a voting member, who voted on your own son's contract. The contract said your son's band is being paid \$1,000. So, the illusion here is that there is like some kind of nepotism. Whether or not its an actual conflict or perceived conflict or the appearance of conflict, it gives me the idea that you're almost favoring you own relation right now. I'm not sure if a simply fix is that you fill out some state disclosure form. That might be the easiest work around. But nonetheless, it's my thought that I wouldn't hire a member of my family in any way because I'm not trying to pay myself. And for that reason, I think we need to make a separation and I don't think I would support having the band perform unless they agreed to play for free. He then asked Michelle if she actually voted to approve her son's band?

Michelle said she did not vote on any of the bands as Sandy hires the bands.

Councilor Black asked Sandy McKnight to come up and speak.

Sandy said that Michelle had nothing to do with the hiring of the bands and she didn't understand why the Council is restricting her son from playing in the BBQ? .

Councilor Schocke asked if Sandy hires the bands and who reviews or approves Sandy's work?

Sandy said the executive committee of the HCCE, which consists of her and Linda, reviews each other's work.

Councilor Black asked if minutes were scribed and votes taken?

Sandy said minutes are kept but not all the time and no votes were taken not on the bands. She's the only one who deals with the bands and then said if we had a liaison at our meetings, maybe something like this wouldn't happen.

Councilor Schocke said he had no interest in doing that and if you want to give someone else the job, that'd be great. If you want to give someone else the job, that'd be wonderful because I have no interest in attending those meetings or being their liaison.

Sandy said if he had attended and we were doing something wrong, he could be telling us we are doing something wrong. He could have said, you are not doing it the right way.

Councilor Smith asked Sandy about her comment that only the executive committee reviews. She asked Sandy would she be willing to let all of the members of the HCCE participate in the decision making process? Councilor Smith asked because she has been told that not all members vote on the topics or participate in the discussion as much of the time Linda and Sandy keep everything to themselves. That Sandy and Linda talk in secret. How do you know everyone is-in agreement? Is the HCCE taking and recording votes because I'm being told no votes are taken but members are told this is the way it is going to be.

Councilor Schocke asked the Clerk-Treasurer if any of the bands he recommended to the Town Council for approval, were any of his relatives. He responded in the negative.

Councilor Schocke continued that I'm sure Michelle son's band is a wonderful band. But it boils down that I don't think it's right to hire your own relative.

Councilor Sheeman said to Sandy that any decisions made by the HCCE, should be voted upon by the entire HCCE not simply discussed between you and Linda.

Sandy said she was following the same procedure as Mr. Herak, as he hired the bands.

Councilor Sheeman responded that wasn't true. Mr. Herak negotiated the contracts and then brought them to the Council for the Council's approval. If the Council hadn't approved a band, they would not be playing in the 4<sup>th</sup> of July festival. They had to be approved by the Council. It's a matter of procedure. After you selected the bands, take the bands to the entire HCCE for their approval and then forward to the Council for their approval. That would eliminate this unnecessary back and forth.

Jeff Rosignal, Highland, asked Councilor Zemen about his membership on other boards and commissions. Councilor Zemen said he is a member of other boards and commissions, like the Plan Commission or the Water Board. He asked him, if he knew a board or commission was doing something wrong, would you correct it. Councilor Zemen answered in the affirmative. He then asked Councilor Zemen who the liaison was to the HCCE?

Councilor Schocke said it was he. He said I was not consulted on whether I wanted to be the liaison, Councilor Black appointed me. He said he didn't want to go to their meeting as they are a dysfunctional group.

Mr. Rosignal asked Councilor Schocke what was he doing to fix the HCCE?

Councilor Schocke said he did not want to be their liaison. I'm turning it over to whoever from this Council wants it. I never said that I wanted to be their liaison. It's a waste of time, sitting in a 2 or 3 hour meeting and accomplishing nothing.

Mr. Rosignal asked Councilor Black that since Councilor Schocke doesn't want to be the HCCE liaison, who is going to take his place?

Councilor Black said he will find a replacement, even if he has to take over it himself.

Mr. Rosignal said the lack of leadership leads to kind of situation. The constantly leading going back and forth. He couldn't believe this. He felt this was amazing. He then asked when the next meeting was.

Larry Kondrat, Highland, said to Councilor Black, this chain of events with the HCCE solidifies the need for a special events supervisor. The process of the President of the Council assigning liaisons based upon their whims or without asking the Council members which liaisons they'd like to serve or appointing council members to liaisons that they don't want, is like saying, I am the Lord and I make the rules and you'll serve as liaison because I said so and what I say stands. He said he was at last Thursday's special meeting. He asked Councilor Schocke if he was in attendance. He asked the same question of Councilor Black and Councilor Smith. They all acknowledged they were in attendance. He then asked them if a vote was taken on the bands? Again, they acknowledged yes. He then asked about the decision on the band Idilly Unknown. He was advised that the decision was not to accept that proposal as they felt it was a conflict of interest because one of the band members mom is a voting member on the HCCE. A decision was made to accept seven (7) of the eight (8) band, excluding Idilly Unknown. Further, Ms. McKnight was instructed to find another band and it would be considered that the July 24, 2023 plenary meeting. The matter is done. A decision was made. Move on. Yet roughly three (3) days later Councilor Black, you are bringing up the same stuff again. That's why nothing ever gets done. The Council makes-a decision and then there's some skullduggery running around behind the scene, Ms. McKnight calling Councilor Schocke with an alternative option to allow Idilly Unknown to play. The Council made-a decision. Move on. If they don't like it, don't continue to rehash the issue but tell them to move on. At a last Monday's study session, the topic of special events supervisor was discussed. The president of the HCCE said if you hire an event planner, she would quit. He thought the exact language was that she would be out of here. You had the second in command quit and storm out of the middle of the meeting. This is the second time she quit. She didn't even participate in the 4<sup>th</sup> of July festival but chose to go on vacation. That's why you need somebody professional just to handle it. To eliminate all this drama. Give it to the Parks department. This is silly. You all make decisions and you allow other people to come in here and undo the decision.

Councilor Black said that Ms. McKnight could select another band and the Council would consider it at its July 24<sup>th</sup> plenary meeting.

Mr. Kondrat said that after the vote to deny was taken, somebody brought up an option to circumvent the Council's decision by paying 2 of the 3 members and let the other 2 pay the 3<sup>rd</sup> band member out of their personal funds.

Rory Koiser, as student at IUN and majoring in environment science said they are hosting a Climate Summit on September 8, 2023 and she wanted to invite the Council to the event. She passed out information on the summit.

September 8, 2023  
Registration 9am CT  
Summit 10am-5pm CT  
Indiana University Northwest  
Gary, Indiana

# CLIMATE LEADERSHIP SUMMIT 8



Welcome to our 8th Climate Leadership Summit, our annual event that brings together local leaders, experts, and community supporters to prepare for climate adaptation and mitigation. For those who do the work of sustainability in their cities, towns, and counties, this is your day.

Join us for workshops and discussions designed to provide tools, solutions, and inspiration to advance climate resilience. We are honored to be able to host Climate Leadership Summit 8 in collaboration with the Cities of Gary, Portage, Michigan City Commission on Sustainability, Northwest Indiana Regional Planning Commission, and Indiana University in our first regionally-focused CLS. From funding opportunities to exploring next steps for regional climate planning, our program is always growing to meet your needs.

CLS8 will also feature a youth leaders session to develop relationships and share ideas between students who are involved in climate action at their schools and in their communities.

Registration:  
[EARTHCHARTERINDIANA.ORG/CLS8](https://EARTHCHARTERINDIANA.ORG/CLS8)

More information at:  
[EARTHCHARTERINDIANA.ORG/CLIMATE-LEADERSHIP-SUMMIT](https://EARTHCHARTERINDIANA.ORG/CLIMATE-LEADERSHIP-SUMMIT)

Title Sponsors:



Commission on Sustainability



INDIANA UNIVERSITY NORTHWEST

Connie Wachala, Highland read from a prepared statement:

**Mark Herak**

---

**From:** connie wachala <csowa2@sbcglobal.net>  
**Sent:** Tuesday, July 25, 2023 7:10 AM  
**To:** Mark Herak  
**Subject:** My public comment

My name is Connie Wachala.

I've heard the word "skulduggery" used in these meetings several times now, and I think the person using it is the skulduggerer himself.

The way to resolve strife in the town is to stop fighting with the Council of Community Events, not to waste our money hiring an events planner.

There is an easy solution to the problem of a mother on the Council of Community Events wanting her son's band to play at the BBQ festival, and reasonable communities do this. A mother recuses herself from any votes regarding her son's band.

Volunteers are treated so badly, where they are called "disgusting" and 6th graders are called "lazy" and "stupid" by a town official.

The Council appoints this official to the water board as a Democrat even though he is quoted in the newspaper as hosting fund-raisers for a Republican congressional candidate.

A councilman screams at a volunteer police commission that he is speaking "Truth to Power."

It's not just volunteers who are treated badly. Instead of thanking her, the Council demands "evidence" from the woman who drives 40 miles from Michigan City to answer questions about sustainability commissions--6 months later you act like she owes you more information, although you don't remember what you asked for. Do your own research. Ask Siri!

The Council that objects to every dollar spent that would help residents or businesses wants to use our money to hire an event planner to do the job that volunteers do well because, well, Griffith has one, even though those festivals lose money--\$20,000 was it? \$30,000?

Our Council says that \$20,000 is a small amount to lose--but \$9800 is too much when it comes to spending money for a consultant to give us access to hundreds of thousands of federal dollars to increase the safety of a street around the corner where, just days later, a horrendous accident takes place.

The Council that ran on the issue of transparency calls a special meeting just a few days in advance which isn't online and isn't recorded. A few days later, they announce they are going to hire an event planner, so our festivals can lose money too. Perhaps more last-minute meetings that are difficult to attend will be in our future?

In our town, when a volunteer says she will step down if an event planner is hired to do the work she is good at doing for free, the Town Council objects that they are being "held hostage" and that they are looking "at the end of a gun barrel."

Our Town Council uses bullying as a governing principle, then demands respect. Respect is earned, not automatically bestowed just because you have a council seat.

2

Councilor Black asked if there were any other comments. Hearing none, he closed comments from the public and brought it back to the Council. He then asked for a motion to pay claims.

**Payment of Accounts Payable Vouchers.** There being no further comments from visitors or residents, Councilor Zemen moved to allow the vendors accounts payable vouchers as filed on the pending accounts payable docket, covering the period **July 12, 2023 through July 25, 2023**. Councilor Schocke seconded. Upon a roll call vote, there were four (4) affirmatives and no negatives. The motion passed. The accounts payable vouchers for the vendor docket were allowed, payments allowed in advance were ratified, the payroll dockets listed were ratified and for all remaining invoices, the Clerk-Treasurer was authorized to make payment.

Accounts payable vouchers July 12, 2023 to July 25, 2023 in the amount of **\$989,486.41**.

**General Fund, \$272,330.33; MVH Fund, \$5,547.36; LAW Enforcement Continuing Education, Training and Supply Fund, \$668.29; Information and Communications Technology Fund, \$14,863.57; LR&S, \$20,243.77; Special Events, \$35,871.76; MCCD, \$154,701.13; Public Safety**

Income Tax, \$51,306.00; Community Crossing Grant, \$50,000.00; Corporation Bond-Exempt, \$383,000.00; Police Pension, \$222.70; MUN CUM Street Fund, \$731.50.

Payroll Docket for payday of July 14, 2023 by fund:

General, \$376,553.40

Payroll Docket for payday of July 14, 2023:

Office of Clerk-Treasurer, \$16,178.83; Building and Inspection Department, \$9,826.33; Metropolitan Police Department, \$181,808.95; Public Works Department (Agency), \$77,450.92; Fire Department, \$5,113.85 and Information and Technology Department, \$4,009.55; Total Payroll: \$294,388.43.

Payroll Docket for payday of June 30, 2023 by fund:

Total Payroll by fund: \$79,328.26

Payroll Docket for payday of June 30, 2023:

Boards & Commissions. \$10,991.82; Police Pension, \$67,495.61;  
Total Payroll: \$78,487.43.

Adjournment of Plenary 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 24, 2023, adjourned at 7:52 O'clock p.m.

Mark Herak  
Clerk-Treasurer

Approved by the Town Council at its meeting of August 14, 2023.