

**Enrolled Minutes of the One-Hundredth Regular Meeting or Special Meeting  
For the Twenty-Ninth Highland Town Council Regular Plenary  
Business Meeting (Electronic/In person Hybrid) Monday, August 14, 2023**

The Twenty-Ninth Town Council of the Town of Highland, Lake County, Indiana met in its regular plenary session on Monday, August 14, 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 Bernie Zemen, Councilor Toya Smith, Councilor Mark Schocke, Councilor Tom Black and Councilor Roger Sheeman all participated in person.

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 Roger Sheeman reciting the Pledge of Allegiance to the Flag of the United States of America and offering a prayer.

A moment of silence was offered by the Council in memory of former Highland Fire Chief Bill Timmer who passed away earlier in the day.

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

**Additional Officials Present:** Alex Brown, CPRP, Superintendent of Parks and Recreation was remote; Mark Knesek, Public Works Director; Metropolitan Police Chief Ralph Potesta; John Reed, Attorney with Abrahamson, Reed & Bilse; 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 24, 2023 Plenary meeting were approved by general consent.

**Special Orders:**

1. **Consideration of Proposed Additional Appropriations:** *(controlled funds)* Proposed Additional Appropriations in Excess of the 2023 Budget in the **Redevelopment Capital Fund** in the amount of \$3,372.00, the **Public Safety Income Tax Fund** in the amount of \$172,000 and the **Special Events Fund** in the amount of \$14,000.

(a) Attorney verification of Proofs of Publication: The TIMES 21st July 2023.

**THE TIMES | dwi**  
MEDIA COMPANY | .com  
**AFFIDAVIT OF PUBLICATION**

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:**  
21 Jul 2023

Notice ID: DVqPZpJK76rcs3RxuKDF  
Publisher ID: 36830  
Notice Name: Legal notice for the August 14, 2023 meeting

**PUBLICATION FEE:** \$43.34

*Stefan Pla*

Agent

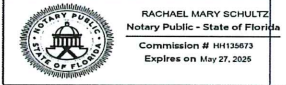
**VERIFICATION**

State of Florida  
County of Charlotte

Signed or attested before me on this: 07/24/2023

*Rachael Mary Schultz*

Notary Public  
Notarized online using audio-video communication



See Proof on Next Page

**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 14th day of August 2023, will consider the following additional appropriations in excess of the budget for the current year in the following funds:

Redevelopment Capital Fund	
Acct. 4406-0000-34002 Facade Improvement (Parkinson)	\$ 3,289.56
	Total 300 Series:
	\$ 3,289.56

TOTAL for the FUND: \$ 3,289.56

Special Events Fund	
Acct. 2505-0000-39003 Public Relations/Donations	\$ 14,000.00
	Total 300 Series:
	\$ 14,000.00

TOTAL for the FUND: \$ 14,000.00

Public Safety Income Tax Fund	
Acct. 2240-0000-43002 Police Cars	\$ 172,000.00
	Total 400 Series:
	\$ 172,000.00

TOTAL for the FUND: \$ 172,000.00

Funds to support these additional appropriations in the Public Safety Income Tax Fund, the Redevelopment Capital Fund and the Special Events 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

7/21 - 36830

HSPAXLP

(b) **Public Hearing.** no comments from the public or visitors

(c) Action on **Proposed Appropriation Enactment No. 2023-13:** An Enactment Appropriating Additional Moneys in Excess of the Annual Budget for the **Redevelopment Capital Fund, the Public Safety Income Tax Fund and the Special Events Fund**, 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. 2023-13 at the same meeting of its introduction. Councilor Sheeman seconded. Upon a roll call vote, a unanimous vote being necessary, there were five 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. 2023-13 at the same meeting of its introduction. Councilor Sheeman seconded. Upon a roll call vote, a two-thirds vote being necessary, there were five (5) affirmatives and no (0) 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. 2023-13**

**AN ENACTMENT APPROPRIATING ADDITIONAL MONIES IN EXCESS OF THE ANNUAL BUDGET for the HAZMAT RESPONSE 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 **Public Safety Income Tax Fund, the Redevelopment Capital Fund and the Special Events 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 **Public Safety Income Tax Fund** herein named and for the purposes herein specified, subject to the laws governing the same:

PUBLIC SAFETY INCOME TAX FUND

Acct. No. 2240-0000-43002 Police Cars	\$172,000.00
<i>Total 400 Series:</i>	\$172,000.00
<b>Fund Total:</b>	<b>\$172,000.00</b>

**Section 2.** That for the expenses of said municipality, the following additional sums of money are hereby appropriated and ordered set apart out of the **Redevelopment Capital Fund** herein named and for the purposes herein specified, subject to the laws governing the same:

REDEVELOPMENT CAPITAL FUND

Acct. No. 4406-0000-34002 Façade Improvement	\$3,372.00
<i>Total 300 Series:</i>	\$3,372.00
<b>Fund Total:</b>	<b>\$3,372.00</b>

**Section 3.** That for the expenses of said municipality, the following additional sums of money are hereby appropriated and ordered set apart out of the **Special Events Fund** herein named and for the purposes herein specified, subject to the laws governing the same:

SPECIAL EVENTS FUND

Acct. No. 2505-0000-39003 Public Relations/Donation	\$14,000.00
<i>Total 300 Series:</i>	\$14,000.00
<b>Fund Total:</b>	<b>\$14,000.00</b>

**Section 4.** 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 5.** 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 14<sup>th</sup> day of August 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 14<sup>th</sup> Day of August 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

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

ATTEST:

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

**Comments from the Public or Visitors:** None

**Communications:** BBQ Fest – August 18 & 19<sup>th</sup> at Main Square

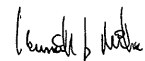
**Staff Reports:** The following staff reports were received and filed.

Building Report July, 2023

PERMIT TYPE	#	Res.	Comm.	Est. Cost	Fee Collected
Commercial Buildings	0			\$ -	\$ -
Comm. Additions/Remodel	5		5	\$ 190,315.00	\$ 3,463.50
Signs	5		5	\$ 45,118.00	\$ 2,290.50
Single Family	0				
Duplex/Condo	0				
Residential Additions	0				
Residential Remodeling	65	65		\$ 929,490.00	\$ 19,626.00
Concrete/Asphalt/Flatwork	8	8		\$ 76,565.00	\$ 1,965.00
Garages	2	2		\$ 48,934.00	\$ 1,279.50
Sheds	0				
Decks & Porches	7	7		\$ 44,563.00	\$ 2,523.00
Fences	15	15		\$ 91,340.00	\$ 2,989.50
Above/In ground pools	3	3			\$ 162.00
Drain Tile/Waterproofing	3	3		\$ 31,174.00	\$ 819.00
Misc:Demo (3); Rd Cut (2); Solar Pan.(1)	6	6		\$ 42,712.00	\$ 1,539.50
<b>Total Building Permits</b>	<b>119</b>	<b>109</b>	<b>10</b>	<b>\$ 1,500,211.00</b>	<b>\$ 36,657.50</b>
<b>Electrical Permits</b>	<b>15</b>	<b>13</b>	<b>2</b>	<b>\$ -</b>	<b>\$ 2,549.00</b>
<b>Mechanical Permits</b>	<b>17</b>	<b>14</b>	<b>3</b>	<b>\$ -</b>	<b>\$ 2,035.00</b>
<b>Plumbing Permits</b>	<b>10</b>	<b>10</b>		<b>\$ -</b>	<b>\$ 1,602.65</b>
Water Meters	0			\$ -	
Water taps	0			\$ -	
Sewer/Storm Taps	0			\$ -	
<b>Total Plumbing Permits</b>	<b>10</b>	<b>10</b>	<b>0</b>	<b>\$ -</b>	<b>\$ 1,602.65</b>

July 2023 Code Enforcement: 118 Investigations were done, 4 Citations & 72 Warnings were issued. Inspections done for the month of July 2023 were as follows: 19 Building Inspections, 23 Plumbing Inspections, 21 HVAC and 16 Electrical Inspections. There was 1 Electrical Exam given.

Submitted By:

  
 Kenneth J. Mika

**Mark Herak**

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**From:** Denise Beck  
**Sent:** Tuesday, August 8, 2023 9:29 AM  
**To:** Mark Herak; Chad Kinley  
**Cc:** William Timmer  
**Subject:** RE: June Fire Department Stats

Good Morning Mark and Chad,

July 2023 Stats

<b>Types of Calls:</b>	<b>2023</b>	<b>YTD</b>
General Alarms	11	61
Paid Still Alarms	51	237
<b>Totals</b>	<b>62</b>	<b>298</b>

**Chief Report:**

Inspections	15
After Hours Meeting	14 hours
After Hours Fire Calls	51 hours
Saturday Hours at Station	15 hours
Parade Hours	3 hours
Fireworks Hours	3 hours
Inspection Follow up @ 4 <sup>th</sup> Fest	4 hours
Inspection at Mosque	3 hours

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



**2023**  
 TOWN OF HIGHLAND INJURIES FOR THE MONTH  
**JULY**

CASE	DATE	DEPARTMENT	DESCRIPTION	Record Only	OSHA	Not OSHA	Filed with
	OF INJURY			No Med Treatment			
			No Injuries for the Month				

RO = Record Only

DEPT	2023		2023				
	INJURIES	YEAR TO	2022	RESTRICTED	LOST DAYS	RESTRICTED	LOST DAYS
	THIS MONTH	DATE	Total Injuries Last Year	DAYS THIS YEAR	THIS YEAR	DAYS 2022	2022
PARK & REC			3	8	66		25
FIRE		1					
POLICE		5	7	50	66		67
STREET			1				44
WATER SEWER		1	1				
MAINTENANCE			5				77
OTHER							
<b>TOTALS</b>	<b>0</b>	<b>7</b>	<b>17</b>	<b>58</b>	<b>132</b>	<b>0</b>	<b>213</b>

Effective January 1, 2002 OSHA changed the recordkeeping guidelines. We now count the number of days lost from the day after the injury until the employee returns to work. Weekends, holidays, vacation days or other days scheduled off are included in the lost days count to a maximum of 180 days

**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.*

5. **Redevelopment Commission:** (1) appointment to be made by Town Council President. *(Note: vacancy created by the resignation of Bill Leep – term expires 1<sup>st</sup> Monday in 2024)*

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

6. **Board of Sanitary Commissioners:** (1) appointment to be made by the Town Council President. *(Currently held by Rex Burton (R)). Current composition of the board is three Democrats, two Republicans. No more than three of any one party under state law.* appointments to be made by Town Council President.

*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.*

The Main Street Bureau recommends the appointment of the following persons, whose term will end January 1, 2025 on the Main Street Board of Directors:

- (1) *Sean Conley, 2852 100th Street, Highland;*
- (2) *Latesia Shorter, 3733 Sandalwood Drive, Highland*

Council President stated that the Council was not prepared to make appointments to the Main Street Bureau at this time.

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. **Proposed Appropriation Enactment No. 2023-16:** An Enactment Appropriating Additional Moneys in Excess of the Annual Budget from Monies received as a Grant from the State or Federal Government, all pursuant to I.C. 6-1.1-18, and I.C. 36-5-3-5 ET SEQ.

Councilor Sheeman introduced and moved for the consideration of Enactment No. 2023-16 at the same meeting of its introduction. Councilor Smith seconded. Upon a roll call vote, a unanimous vote being necessary, there were five (5) affirmatives

and no 0) negatives. The motion passed. The enactment could be considered at the same meeting of its introduction.

Councilor Sheeman moved for the passage adoption of Enactment No. 2023-16 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. 2023-16**

An Enactment Appropriating Additional Monies in Excess of the Annual Budget From Monies Received from the State or Federal Government, pursuant to I.C. 6-1.1-18-7.5, I.C. 36-5-3-5 et seq.

**WHEREAS, IC 6-1.1-18-7.5** provides that notwithstanding any other law, the appropriating body of a political subdivision may appropriate any funds received from a state or the federal government without using the additional appropriation procedures under IC 6-1.1-18-5, if the funds are provided or designated by the state or the federal government as a reimbursement of an expenditure made by the political subdivision;

**WHEREAS,** The Town Council has been informed of the receipt of funds from the **Town of Munster**, representing funds from the Animal Shelter Lodging Bi-Annual Reimbursement Agreement per the Memorandum of Understanding executed between the Town of Highland and the Town of Munster in January of 2019, particularly represented on Clerk-Treasurer's receipt number 821553 in the total amount of **\$2,425.00**, for the months of from July through December 2022, as reimbursement per the Animal Shelter Lodging Bi-Annual Reimbursement Agreement ;

**WHEREAS,** The Town Council has been further informed that these funds were provided or designated by the Town of Munster as a reimbursement per the Memorandum of Understanding for the Animal Shelter Lodging Bi-Annual Reimbursement Agreement for expenditures made by the political subdivision;

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

**Section 1.** That for the lodging and sheltering expenses of said municipality related to the Memorandum of Understanding Animal Shelter Lodging Bi-Annual Reimbursement Agreement to reimburse the Town of Highland for its actual expenses incurred by said municipality, the following additional sums of money, received from the Town of Munster as designated as a reimbursement per the Memorandum of Understanding dated January 2019 by the Town of Highland for an expenditure made by

the political subdivision, are hereby appropriated and ordered set apart out of the funds herein named:

CORPORATION GENERAL FUND

**Metropolitan Police Department**

Reduce Account:	#1101-0000-364.03 Animal Shelter Lodg.	<u>\$1,450.00</u>
	<i>Total 300 Series Reductions</i>	\$1,450.00
Increase Account:	#1101-0009-390.05 Animal Quarantine	<u>\$1,450.00</u>
	<i>Total 300 Series Increases</i>	\$1,450.00
	<b>Total of All Fund Decreases:</b>	<b>\$1,450.00</b>
	<b>Total of All Fund Increases:</b>	<b>\$1,450.00</b>
	<b>Total of All Fund Increases:</b>	<b>\$ 1,450.00</b>

**Section 2.** 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 the 14<sup>th</sup> day of August 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 ENACTED AND ADOPTED this 14<sup>th</sup> Day of August 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 33-16-4-1;IC 36-5-6-5)

2. **Resolution No. 2023-15:** A Resolution Approving an Interlocal Governmental Agreement between the Incorporated Town of Highland , the Town of Munster, Indiana, the Town of St. John, Indiana, the City of Gary, Indiana, the City of Hammond, Indiana, and the Lake County, Indiana for the acquisition and implementation of signal preemption devices for emergency vehicles at intersections throughout their jurisdictions in Lake County, Indiana.

Councilor Smith moved the passage and adoption of Resolution No. 2023-15 and to instruct the Town Council President to execute the Interlocal Governmental Agreement. Councilor Zemen seconded. Upon a roll call vote of the elected officials, there were five (5) affirmatives and 0 negatives. The motion passed. Resolution No. No. 2023-15 was adopted pending the signature of the Town Council President.

#### **Resolution No. 2023-15**

#### **TOWN OF HIGHLAND, LAKE COUNTY, INDIANA, TOWN OF MUNSTER, LAKE COUNTY, INDIANA, TOWN OF ST. JOHN, LAKE COUNTY, INDIANA, CITY OF HAMMOND, LAKE COUNTY, INDIANA, THE CITY OF GARY, LAKE COUNTY INDIANA, AND LAKE COUNTY, INDIANA**

A RESOLUTION CONFIRMING AND ACKNOWLEDGING AGREEMENTS AND COMMITMENTS OF LAKE COUNTY, INDIANA OFFICIALS PERTAINING TO AN INTERLOCAL GOVERNMENTAL AGREEMENT FOR THE ACQUISITION AND IMPLEMENTATION OF SIGNAL PREEMPTION DEVICES FOR EMERGENCY VEHICLES AT INTERSECTIONS THROUGHOUT THEIR JURISDICTIONS IN LAKE COUNTY, INDIANA, AND ALL MATTERS RELATED THERETO.

**WHEREAS,** The Towns of Highland, Munster, St. John, and the Cities of Hammond and Gary, and Lake County, Indiana (the "Parties") are each a municipal corporate entity organized and existing as units of local government in Lake County, Indiana, in conformance with applicable law; and

**WHEREAS,** The Towns of Highland, Munster, St. John, and the Cities of Hammond and Gary, and Lake County, Indiana located in Lake County, Indiana, are each governed by a duly elected Legislative Body, known herein after as the Parties; and

**WHEREAS,** The Parties have been informed and advised that each of the Towns of Highland, Munster and St. John, in Lake County, Indiana, the Cities of Hammond and Gary in Lake County Indiana, and the County Commissioners of Lake County, Indiana are authorized by the terms and provisions of Indiana Code §36-1-7-1, et seq., as amended from time to time, to enter into agreements with participating governmental units so as to provide better public

services and facilities to the residents of the participating Towns and as units of local government; and

**WHEREAS,** The Parties have been further informed and advised that other like municipalities and units of local government located in Lake County, Indiana, are also entities empowered and authorized by the terms and provisions of Indiana Code §36-1-7-1, et seq., as amended from time to time, to enter into agreements with other local governmental units for the purposes of better providing public services and facilities for the mutual benefit of the participating governmental units; and

**WHEREAS,** It is the desire of the Parties to enter into the Interlocal Governmental Agreement for the purposes of cooperating with one another and setting forth the Parties contributions toward the acquisition and implementation of signal preemption devices for emergency vehicles at intersections throughout their jurisdictions; and

**WHEREAS,** The Town of Munster has applied for an award of federal transportation funds from the Northwestern Indiana Regional Planning Commission (“NIRPC”); and

**WHEREAS,** The Parties have agreed to share the cost of the matching portion of the Project as set forth in the Interlocal Governmental Agreement; and

**WHEREAS,** The Towns of Highland, Munster, St. John, and the Cities of Hammond and Gary, and Lake County, Indiana are desirous of entering into this Interlocal Governmental Agreement to memorialize the Parties contributions towards the matching portion of the Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF HIGHLAND, IN LAKE COUNTY, INDIANA, AS FOLLOWS:**

SECTION 1. The President of the Town Council is hereby authorized to execute the Joint Interlocal Governmental Agreement between the Towns of Highland, Munster, St. John, and the Cities of Hammond and Gary, and Lake County, Indiana for the acquisition and implementation of signal preemption devices for emergency vehicles at intersections throughout their jurisdictions in Lake County, Indiana.

SECTION 2. That the Interlocal Governmental Agreement shall be signed in counterparts and each of said counterparts shall be considered an original.

SECTION 3. The signatories of the Parties participating in this enabling Interlocal Governmental Agreement are authorized and permitted to enter into the Interlocal Agreement for the acquisition and implementation of signal preemption devices for emergency vehicles at intersections throughout

their jurisdictions in Lake County, Indiana, and notably, the Interlocal Agreement version dated June 19, 2023.

SECTION 4: The Interlocal Governmental Agreement attached hereto and marked as Exhibit "A" and incorporated herein by referenced by an among the Towns of Highland, Munster, St. John, and the Cities of Hammond and Gary, and Lake County, Indiana that before the Joint Interlocal Governmental 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.

SECTION 5: Each Party approving the attached Interlocal Agreement verifies that the participating signatory has reviewed and taken all necessary and properly public meeting action for approval and entry into the attached Interlocal Governmental Agreement at a duly scheduled and noticed public meeting pursuant to applicable State law.

SECTION 6: Schedule of Implementation. That this Resolution shall take effect, and be in full force and effect, from and after the date of its passage and adoption upon its signature by the executive in the manner prescribed by I.C. 36-5-2-10(a) and under the terms found in Section 4 of this agreement.

**DULY ORDAINED and ADOPTED** this 14<sup>th</sup> Day of August 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 (I.C. 36-5-2-10)

Attest:

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Mark Herak, Clerk-Treasurer  
(I.C. 33-16-4-1; IC 36-5-6-5)



INTERLOCAL GOVERNMENTAL AGREEMENT BY AND BETWEEN THE  
TOWN OF MUNSTER, INDIANA, THE TOWN OF HIGHLAND, INDIANA, THE CITY  
OF HAMMOND, INDIANA, THE TOWN OF ST. JOHN, INDIANA, THE CITY OF  
GARY, INDIANA, AND LAKE COUNTY, INDIANA

This Agreement is made and entered into by and between the Town of Munster, Indiana, a municipal corporation organizing and existing under the laws of the state of Indiana ("Munster"), the Town of Highland, Indiana, a municipal corporation organizing and existing under the laws of the state of Indiana, the City of Hammond, Indiana, a municipal corporation organizing and existing under the laws of the state of Indiana, the Town of St. John, Indiana, a municipal corporation organizing and existing under the laws of the state of Indiana, the City of Gary, Indiana, a municipal corporation organizing and existing under the laws of the state of Indiana, and the Lake County, Indiana, a municipal corporation organizing and existing under the laws of the state of Indiana (Sheriff and Highway Department) (Collectively "Parties").

WHEREAS, the Town of Munster, Indiana, the Town of Highland, Indiana, the City of Hammond, Indiana, the Town of St. John, Indiana, the City of Gary, Indiana, and Lake County are desirous of entering into this Interlocal Government Agreement for the purposes of cooperating with one another and setting forth the Parties contribution toward the acquisition and implementation of signal preemption, devices for emergency vehicles on signals throughout the Parties' jurisdiction (the Project); and

WHEREAS, the Parties agree that the Project will provide benefit to the citizens of the Town of Munster, Indiana, the Town of Highland, Indiana, the City of Hammond, Indiana, the Town of St. John, Indiana, the City of Gary, Indiana and Lake County generally; and

WHEREAS, Munster has applied and the Parties have been awarded \$6,450,000.00 in federal transportation funds from the Northwestern Indiana Regional Planning Commission ("NIRPC"); and

WHEREAS, the Parties have agreed to share the remaining cost of the project pro-rata after receipt of federal transportation funds based on the intersections receiving the signal preemption devices as in each jurisdiction follows:

Munster	30 Intersections – 15 Police Vehicles; 28 Fire Vehicles
Highland	34 Intersections – 15 Police Vehicles; 30 Fire Vehicles
Hammond	127 Intersections – 32 Police Vehicles; 68 Fire Vehicles
Lake County	20 Intersections (Sheriff – 8; Highway – 12) – 80 Police Vehicles
St. John	3 Intersections – 23 Police Vehicles; 22 Fire Vehicles
Gary	57 Intersections – 30 Fire Vehicles

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:

**Section 1.** That the prefatory statements set out above are incorporated herein and made a part hereof.

**Section 2.** After receipt of the federal transportation funds set forth above from NIRPC, the Parties agree to contribute their matching portion (not to exceed) for the Project as follows:

Munster	\$291,970.00
Highland	\$323,470.00
Hammond	\$1,086,520.00

Lake County Sheriff	\$159,200.00
Lake County Highway	\$137,600.00
St. John	\$110,190.00
Gary	\$458,740.00

**Section 3: Remedies.** Any Party to this agreement may enforce the provisions hereof by any remedy available at law or inequity.

**Section 4: Assignment.** No Party to this Agreement shall assign its rights or obligations hereunder without the express written consent of the other Parties obtained and delivered under the manner required by law.

**Section 5: Entire Agreement.** This instrument contains the entire agreement of the Parties. No promise, term, condition or representation which is not contained here shall have no force or effect.

**Section 6: Governing Law.** This instrument shall be governed by and under the laws of the State of Indiana.

**Section 7: Other Provisions.** This instrument shall be deemed to be severable, such that, in the event that any provision hereof is deemed to be invalid or unenforceable by any jurisdiction, the remainder of the Agreement shall remain in effect to the extent practicable. This Agreement may be amended only in writing, adopted, and executed in the same manner as the Agreement itself was adopted.

**Section 8: Notices.** All Notices required to be given here under shall be in writing delivered by courier or U.S. Mail, Certified, Return Receipt Requested and directed to the Town Managers of Munster, Highland, Hammond, and St. John, Indiana,

the Major of Gary, Indiana, and the Lake County Council. Any Party may inform the other Parties in writing of any change of persons and addresses to receive notice from time to time as required.

CERTIFICATE OF APPROVAL BY THE ENTITIES

Adopted and approved this \_\_\_\_ day of \_\_\_\_\_, 2023.

TOWN OF MUNSTER  
  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

TOWN OF HIGHLAND  
  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF HAMMOND  
  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

TOWN OF ST. JOHN  
  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF GARY  
  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

LAKE COUNTY  
  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

3. Ordinance Number 1774-B: An Ordinance to Amend Ordinance No. 1774 to establish the wage and salary rates of the Elected Officers, the Non-Elected Officers, and the Employee of the Town of Highland, Indiana particularly authorizing modification to

the Stand-by Pay Provisions for the Criminal Investigation Division of the Metropolitan Police Department.

Councilor Sheeman introduced and moved for the consideration of Proposed Ordinance No. 1774-B at the same meeting of its introduction. Councilor Smith seconded. Upon a roll call vote, a unanimous vote being necessary, there were five (5) affirmatives and no (0) negatives. The motion passed. The Ordinance could be considered at the same meeting of its introduction.

Discussion: Chief Potesta said a year ago, we had seven (7) guys in the detective bureau and now we're down to three (3). It's a heavy workload but the guys have done a tremendous job keeping up.

Councilor Sheeman asked if the change was permanent?

The Clerk-Treasurer advised that there was a sunset provision at the end of the year unless the Council takes action to extend it.

Councilor Sheeman moved for the passage adoption of Proposed Ordinance 1774-B 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. Proposed Ordinance 1774-B was passed and adopted upon the signature of the municipal executive at the same meeting of its introduction.

**ORDINANCE No. 1774-B  
of the  
TOWN of HIGHLAND, INDIANA**

**AN ORDINANCE to AMEND ORDINANCE No. 1774 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 AUTHORIZING MODIFICATION to the STAND-BY DUTY PAY PROVISIONS IN THE METROPOLITAN POLICE 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;

**WHEREAS**, The Town Council of the Town of Highland, as the Town Legislative body, has been advised that due to a staffing shortage that exists in the Criminal Investigation Division, it is desirable to further modify the **STAND-BY DUTY PAY PROVISIONS of MEMBERS OF THE CRIMINAL INVESTIGATION DIVISION BY INCREASING THE NOT TO EXCEED PER YEAR Sum TO \$2,000**; and

**WHEREAS**, The Town Council of the Town of Highland, as the Town Legislative body, has been further advised that it is not necessary to modify the fix rate or annual sum of the Stand-By Duty Pay Provisions for all other workers, based upon the needs of the Metropolitan Police Department; and,

**NOW, THEREFORE, BE IT HEREBY ORDAINED** by the Town Council of the Town of Highland, Lake County, Indiana, that the Wages, Salaries, and special detail levels of the Officers and Employees of the Town of Highland, are hereby established, modified and fixed, pursuant to the provisions indicated herein and as follows:

**Section 1.** That in Section 10(I) of Ordinance No. 1774 be amended by repealing it in its entirety and replacing with a successor subdivision, to be styled as Section 10 subdivision (I) which shall read as follows:

Section 10. *Metropolitan Police Department.* 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 Metropolitan Police Department as follows:

- (I) Stand-by Duty Pay Provisions:
  - (I) *Stand-by Duty.* During particular work periods workers in the Police Department (Agency) will be scheduled to stand-by, which may mean the worker will be engaged to wait for mobilization. The Police Department will publish written guidelines regarding administration of this duty. There is an authorized rate that shall be fixed at an hourly rate to be applied by the number of hours of stand-by duty that is assigned in a bi-weekly period. The rate is now fixed at \$1.11 per hour not to exceed \$1,100.00 per year for all workers with the exception of the Criminal Investigation Division, the rate is now fixed at \$1.11 per hour not to exceed \$2,000 per year.

**Section 2.** That the provisions as set forth in (I) shall sunset at December 31, 2023 unless the Town Council determines it is necessary extend it six (6 months) into 2024;

**Section 3.** That all portions of ordinances in conflict with this ordinance are hereby repealed and are of no further force nor effect;

**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) That this ordinance shall become effective and shall remain in full force and effect from and after the date of its passage and adoption, subject to any express provisions of this ordinance, in all other instances not sooner than August 6, 2023, and except to any express effective dates herein described to the contrary 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 on 14th day of August 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 14th Day of August 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; IC 36-5-2-10.2)

4. Ordinance Number 1783: An Ordinance to Amend Chapter 12.20 of the Highland Municipal Code regarding Modifying and Establishing User Fees for the Collection, Treatment and Disposal of Wastewater Pursuant to IC 36-9-25 Et Sequitur.

Councilor Zemen introduced and moved for the consideration of Proposed Ordinance No. 1783 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 (0) negatives. The motion passed. The Ordinance could be considered at the same meeting of its introduction.

The Clerk-Treasurer explained that sections 1 & 3 of the Ordinance remain the same and only section 2 changes which was based upon the cost of service study recently completed will change.

Public Works Director Knesek said that going into the cost of service study and based upon the interim rate Highland was paying Hammond, it was thought Highland would be receiving a refund. As you can see tonight, that is not the case.

Councilor Schocke asked if part of the increase was due to true up with Hammond and he was advised yes by the Clerk-Treasurer. He added that I am certainly not excited about voting for this but he wasn't aware of any other option. He was advised that there is not enough money in the Sanitary Districts cash reserves to cover the increased cost from Hammond. He wished the Town wasn't passing on the rate increase to the consumers but if we don't, all of the cash reserves would be spent and that's not a good way to run a town.

Councilor Zemen said that this really leaves a bad taste in his mouth but he has no other option and is gonna have to vote yes.

Councilor Zemen moved for the passage adoption of Proposed Ordinance 1783 at the same meeting of its introduction. Councilor Schocke seconded. Upon a roll call vote, a two-thirds vote being necessary, there were five affirmatives and no negatives. The motion passed. Proposed Ordinance 1783 was passed and adopted upon the signature of the municipal executive at the same meeting of its introduction.

**ORDINANCE No. 1783**  
**of the**  
**TOWN of HIGHLAND, INDIANA**

**An Ordinance to Amend Chapter 12.20 of the Highland Municipal Code  
Regarding Modifying and Establishing User Fees for the Collection, Treatment  
and Disposal of Wastewater Pursuant to IC 36-9-25 Et Sequitur.**

**Whereas, IC 36-1-3-2 confers upon all local units the powers that they need for the effective operation of government as to local affairs;**



**Whereas**, IC 36-1-3-6 (b)(1) prescribes that any such exercise of power shall be authorized through enactment of an ordinance passed by the legislative body; and

**Whereas**, The Town of Highland, is a Municipal Government which may pass and codify ordinances for the operation of the government, all pursuant to IC 36-1-4 and IC 36-1-5;

**Whereas**, The Sanitary District of Highland is governed by its Board of Sanitary Commissioners, pursuant to the provisions of IC 36-9-25 et seq; and

**Whereas**, IC 36-9-25-9 specifically provides that the Board of Sanitary Commissioners shall manage and control all works of the district and may purchase, acquire, construct, reconstruct, operate, repair and maintain all sewage works; and

**Whereas**, The Town of Highland, is a municipality located in Lake County which operates a Department of Public Sanitation, which has been continuously governed by the provisions of IC 36-9-25 et seq. at least since 1970; and,

**Whereas**, The Board of Sanitary Commissioners, following a public hearing conducted on August 1, 2023, passed and adopted its Resolution No. 2023-16 recommending desirable and necessary changes to Chapter 12.20 of the Highland Municipal Code and recommended to the Town Council for it favor and action; and,

**Whereas**, The Board of Sanitary Commissioners, has requested that the Town Council of the Town of Highland as the legislative body favor approve and adopt these rates and charges pursuant to IC 36-9-25-11 and thereby put them into force and effect; and,

**Whereas**, The Town of Highland, through its Town Council now wishes to still further perfect its own organization as well as that of the Department of Public Sanitation and make certain amendments to the ordinance establishing and governing the rates and charges of the Sanitary District pursuant to IC 36-9-25-11; and

**Whereas**, the Town Council now desires to favor the recommendations for amendment to the Highland Municipal Code as recommended by the board of Sanitary Commissioners for Chapter 12.20 by making these amendments as commended,

**Now, Therefore**, Be it hereby ordained by the Town Council of the Town of Highland, Lake County, Indiana, as follows:

**Section 1.** That Section 12.20.350 (C ) of the Highland Municipal Code be hereby amended by repealing in its entirety that section and replacing it with a new section to be numbered as Section 12.20.350 (C), which shall read as follows:

12.20.350 WASTEWATER RATES AND CHARGES; COLLECTION AND BILLING CHARGES.

(C) Rates and charges for wastewater treatment and management user fees are hereby fixed and shall be comprised of the following metered rates and base charges to be effective beginning **September 1, 2023 for year 2023 and beginning January 1 for years 2024, 2025 and 2026;**

(1) A Monthly Base rate as set forth in this schedule, which shall be charged unrelated to metered usage:

Meter Size	Base Rate Total
5/8"	\$8.42
3/4"	\$12.62
1"	\$21.43
1 1/4"	\$33.52
1 1/2"	\$47.40
2"	\$82.15
3"	\$186.49
4"	\$331.37

(2) A monthly rate based upon metered usage:

<u>Year</u>	<u>Metered Rate</u>
2023	\$7.27 per 1,000 metered gallons
2024	\$7.56 per 1,000 metered gallons
2025	\$7.86 per 1,000 metered gallons
2026	\$8.16 per 1,000 metered gallons

(3) For users of the sewage works that are unmetered users of the municipal water works, the monthly charge shall be determined by equivalent single-family residential units, except as otherwise herein provided. Sewage service bills shall be rendered pursuant to Section 12.20.350 (A). The schedule on which said rates shall be determined is as follows:

<u>Year</u>	<u>Unmetered monthly User Charge:</u>
2023	\$56.01 per unit.
2024	\$57.17 per unit.
2025	\$58.37 per unit.

2026                    \$59.57 per unit

(4) An additional surcharge for each dwelling unit over one serviced through a single water meter shall be added to the above rates and charged according to the following schedule:

<u>Year</u>	<u>Monthly surcharge:</u>
2023	\$8.49 per unit.
2024	\$8.49 per unit.
2025	\$8.49 per unit.
2026	\$8.49 per unit.

Section 2.            The provisions of this Ordinance amending the municipal code shall become and be in full force and effect from and after the date of its passage and adoption upon its signature by the executive in the manner prescribed by IC 36-5-2-10(a), provided as follows:

(A)            That the fees and charges set forth herein shall be made effective from September 1, 2023 and thereafter, until their repeal or modification by passage and adoption of the necessary enabling instruments;

(B)            That pursuant to 36-9-25-11(c) the fees and charges imposed by the passage and adoption of this ordinance shall become and be effective upon all users whose property is within the District, having been approved by the Board of Sanitary Commissioners and hereby adopted by the Town Council, which is the legislative body.

*Introduced before the Board of Sanitary Commissioners as a resolution on July 18, 2023. The resolution was ordered for a public hearing on August 1, 2023. Following the hearing, the Board passed the resolution as amended and directed that the matter be set before the Town Council for its consideration, all pursuant to IC 36-9-25-11.*

Introduced and Filed on the 14th day of August 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 14<sup>th</sup> Day of August 2024 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 33-16-4-1; IC 36-5-6-5)

5. Ordinance Number 1784: An Ordinance of the Town Council of the Town of Highland, Indiana approving the issuance of Bonds by the Town of Highland Sanitary District and the appropriation of the proceeds thereof, and addressing other matters related thereto. (Introduce Only)

Introduction of **Proposed Ordinance No. 1784**: An Ordinance of the Town Council of the Town of Highland, Indiana approving the issuance of Bonds by the Town of Highland Sanitary District and the appropriation of the proceeds thereof, and addressing other matters related thereto. Councilor Zemen introduced and filed the proposed ordinance. There was no further action pursuant to I.C. 6-1.1-17-3(a); I.C. 6-1.1-17-5(a)(8) and I.C. 36-5-3-4.

ORDINANCE NO. 1784  
of the  
TOWN of HIGHLAND, INDIANA

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HIGHLAND, INDIANA, APPROVING THE ISSUANCE OF BONDS BY THE TOWN OF HIGHLAND SANITARY DISTRICT AND THE APPROPRIATION OF THE PROCEEDS THEREOF, AND ADDRESSING OTHER MATTERS RELATED THERETO

WHEREAS, the Board of Sanitary Commissioners (the "Board") of the Sanitary District of the Town of Highland, Indiana (the "District") proposes to issue bonds pursuant to IC 36-9-25 (the "Bonds"), in order to finance a project consisting of sanitary district sewer improvements, and all costs related thereto, including expenses in connection with or on account of the issuance of the Bonds (collectively, the "Project"); and

WHEREAS, the Town Council of the Town of Highland, Indiana (the "Town Council"), as the fiscal body and the legislative body of the Town of Highland, Indiana, now desires to approve the issuance of the Bonds and the appropriation of the proceeds thereof (the "Additional Appropriation");

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HIGHLAND, INDIANA, as follows:

Section 1. Approval of Bonds. The Town Council hereby approves the issuance by the District of not to exceed \$9,000,000 in aggregate principal amount of its Bonds to provide for the financing of the Project and related costs, and the

Additional Appropriation of the proceeds of the Bonds and any investment earnings thereon for such purposes. The interest rate on the Bonds to be issued by the District shall not exceed five percent (5.0%) per annum. A portion of the Bond proceeds may be applied to pay capitalized interest on the Bonds if determined to be necessary or appropriate by the President of the Board with the advice the Board's financial advisor. The final maturity date of the Bonds shall not be later than twelve (12) years after their date of issuance. The Bonds may be subject to redemption prior to maturity on terms determined by the Board prior to the sale of the Bonds, with the advice of the Board's financial advisor. The Bonds shall be payable from a special tax levy of the District.

Section 2. Authorization of Other Actions. The President of the Town Council, any member of the Town Council, and the Clerk-Treasurer of the Town, and any other officer, employee or agent of the Town, is hereby authorized and directed, for and on behalf of the Town, to execute and deliver any contract, agreement, certificate, instrument or other document and to take any action as such person determines to be necessary or appropriate to accomplish the purposes of this Ordinance, such determination to be conclusively evidenced by such person's execution of such contract, agreement, certificate, instrument or other document or such person's taking of such action.

Section 3. Effective Date. This Ordinance shall be in full force and effect from and after its passage by the Town Council as required by law.

Introduced and Filed on the 14th day of August 2023.

TOWN COUNCIL of the TOWN of  
HIGHLAND, INDIANA

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

ATTEST:

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Mark Herak, Clerk-Treasurer (IC 33-16-4-1;IC 36-5-6-5)

6. **Works Board Order Number 2023-26A:** An Order of the Works Board Accepting the Performance Agreements with: Mike Green; Louis Gain of Grindstone; James Cairo of And Beyond Music, LLC for Anthem Classic Rock & Beyond; Mike Mazur for Rockology Chicago; Joe Frasca of United Talent Coordinators for Bad Medicine; Ellie Anderson; Neil Blankenship/Hail Mary; Idylly Unknown; Brian Wynn of Sounds Cool Live Audio, LLC; 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.

Councilor Sheeman moved the passage and adoption of Works Board Order No. 2023-26A. Councilor Zemen seconded. Upon a roll call vote, there were five (5) affirmatives and no negatives. The motion passed. The order was adopted pending the signature of the Town Executive.

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

AN ORDER OF THE WORKS BOARD ACCEPTING THE PERFORMANCE AGREEMENTS 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 \$10,000.00, pursuant to Section 3.05.040 (C) and Section 3.05.050(B)(3) of the HMC requires the express approval of the purchasing agency; and

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

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

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

**Section 1.** That the Performance Agreements for professional entertainment and stage services as set forth in the agreements, for all of the days of the event, for: Mike Green; Louis Gain of Grindstone; James Cairo of And Beyond Music, LLC of Anthem Classic Rock & Beyond; Mike Mazur for Rockology Chicago; Ellie Anderson; Neil Blankenship/Hail Mary; Idylly Unknown; Bad Medicine/Bon Jovi; Brian Wynn of Sounds Cool Live Audio, LLC; is hereby accepted, approved and adopted;

**Section 2.** That the Town Council finds and determines that the manner of purchase for these professional services owing to their unique requirements and character as a service, are both reasonable and appropriate, pursuant to Section 3.05.090 of the HMC and IC 5-22-6;

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

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

**Be it so Ordered.**

DULY, PASSED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 14th day of August 2023 having 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)

Band Name	Contract Price
Mike Green	\$400

Grindstone	\$1,000
Anthem	\$2,000
Ellie Anderson	\$150
Neil Blankenship/Hail Mary	\$350
Chicago Rockology	\$1,000
Idylly Unknown	\$1,000
Bad Medicine/Bon Jovi	<u>\$1,800</u>
	\$7,700

7. **Works Board Order No. 2023-29:** An Order of the Works Board Authorizing the Town Council President to Execute the Lease and Service Agreement between the Town of Highland, and Safe Haven Baby Boxes, Inc. and all other documents related thereto the Safe Haven Baby Box program.

Councilor Smith moved the passage and adoption of Works Board Order No. 2023-29 and for the Council President to execute the lease and service agreement between the Town of Highland and Safe Haven Baby Boxes, Inc. Councilor Schocke seconded.

Discussion: Attorney Reed said he had a lengthy with Chief Timmer last Friday and Chief Timmer indicated that the fire department was adequately staffed to do the daily maintenance checks and respond appropriately should the alarm sound. He said the major maintenance items would be handled by employees from the Safe Haven Baby Box.

Councilor Sheeman asked about the alarm and what was determine who would be paged?

Attorney Reed said the alarm would go through the E-911 call center and they would page the fire department as currently is the practice.

There was a question on where exactly the baby box was going to be installed. Richard Underkofler said initially it was supposed to go on the west side of the building facing 4<sup>th</sup> Street.

Councilor Sheeman said his impression was that it was going to be located at the rear of the station off the main meeting room, as that location is not very visible and away from any cameras.

Upon a roll call vote, there were five (5) affirmatives and no negatives. The motion passed. The order was adopted pending the signature of the Town Executive.



Town of Highland  
Board of Works  
Order of the Works Board No. 2023-29

An Order of the Works Board authorizing the Town Council President to execute the Lease and Service Agreement and all other related documents between the Town of Highland and Safe Haven Baby Boxes, Inc.

**Whereas,** The Town Council for the Town of Highland is the Legislative and Fiscal Body of the Municipality as well as the works board pursuant to IC 36-1-2 et seq.; and

**Whereas,** the Town Council, acting as the Works Board of the Town of Highland, Indiana, is the legislative and executive body and is by law authorized to adopt ordinances and orders for the administration of legal and financial affairs; and

**Whereas,** The Town of Highland, through its Town Council now desires to accept and approve the Lease and Service Agreement and all other related documents pursuant to the terms stated herein between the Town of Highland and Safe Haven Baby Boxes, Inc.

**Now, Therefore, Be it Ordered** by the Town Council of Highland, Indiana, acting as the Works Board, that:

Section 1. The President of the Town Council is hereby authorized to execute the Lease and Service Agreement and all other documents related thereto between the Town of Highland and the Safe Haven Baby Boxes, Inc and on behalf of to bind the Town of Highland, Indiana.

Section 2. That the Agreement may be signed in counterparts and each of said counterparts shall be considered an original.

Section 3. That this agreement shall be effective pursuant to its provisions, after the agreement has been authorized and approved by each of the participating parties.

**Duly, Passed and Ordered** by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 14th day of August, 2023 having passed by a vote of 5 in favor and 0 opposed.

WORKS BOARD OF THE TOWN OF  
HIGHLAND, INDIANA

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

Attest:

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Mark Herak, Clerk-Treasurer (IC 33-16-4-1; IC 36-5-6-5)

**LEASE AND SERVICE AGREEMENT**

THIS LEASE AND SERVICE AGREEMENT ("Agreement") is made and entered into effect as of August 14, 2023 between Safe Haven Baby Boxes, Inc., an Indiana nonprofit corporation, ("SHBB") and the Town of Highland, Indiana, ("Provider").

**RECITALS**

WHEREAS, SHBB is a nonprofit educational organization that provides information and services related to child welfare, safe haven laws, initiation and implementation of newborn safety devices ("Safety Device") as defined under Indiana law, and awareness related to preventing child abandonment;

WHEREAS, Provider is an Indiana Municipal Corporation;

WHEREAS, Provider owns and operates a Fire Department with Fire Stations as contemplated by I.C. § 31-34-2.5-1 that is open and staffed by an Emergency Medical Service Provider ("EMSP") as defined by Indiana law under I.C. § 16-41-10-1, 24 hours a day 7 day a week.

WHEREAS, Provider desires to install a Safety Device on Provider's premises at its Central Fire Station, 2901 Highway Avenue, Highland, Indiana 46322;

WHEREAS, SHBB is agreeable to installing a Safety Device at the Provider's premises and undertaking certain services in relation thereto; and

WHEREAS, Provider has confirmed that its location is permissible under the laws and regulations of the State of Indiana for the placement of a Safety Device on its premises. Additionally, Provider has confirmed that it is permissible under the laws and regulations of the State of Indiana for Provider to install, maintain and/or operate the Safety Device on its premises.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals which are incorporated by reference and made a substantive part of this Agreement, the mutual terms and premises contained herein, and for other good and valuable consideration, the parties agree as follows:

**Section 1. Installation.** SHBB shall provide to Provider one (1) Safety Device for installation by Provider on the premises of Provider. Upon request of Provider, SHBB shall advise Provider regarding appropriate installation and placement of the Safety Device. SHBB and Provider agree to cooperate in good faith with respect to the appropriate third-party contractors for the placement of the Safety Device and to ensure that such third-party has the appropriate skill and knowledge for constructing improvements to Provider's facility. Provider with the Rotary Club of Highland and its funding partners shall be responsible for

all installation costs and any related expenses for labor and/or materials. Provider is responsible for compliance with all applicable federal, state, and municipal or local laws, rules, and regulations and all laws, rules, and regulations pertaining to leasing the Safety Device and any other legal requirements for the installation, operation, maintenance, and general use of the Safety Device. The parties agree to abide by the related policies and procedures set forth in **Exhibit "A"** (the "Policies and Procedures") of this Agreement to the extent they are not inconsistent with federal, state and municipal or local laws, rules and regulations pertaining to the installation, maintenance, and operation of the Safety Device. Exhibit A and any exhibits to Exhibit A are hereby incorporated and made a substantive part of this Agreement by reference.

**Section 2. Additional Services by SHBB.** SHBB shall additionally provide the following services to Provider:

- A. Provision of educational materials to Provider;
- B. On-site education of Provider's personnel (if requested by Provider) regarding use of the Safety Device;
- C. Provision of educational information to the general public regarding the location and awareness of the Safety Device at the Provider's facility as well as other educational resources related to child welfare advocacy and safe haven law awareness. SHBB's obligations, as set forth in Section 1 and 2 of this Agreement, and in **Exhibit B** ("Services, Fees, and Expenses Schedule"), attached hereto and incorporated herein as a substantive part of this Agreement;
- D. Annual inspection and regular maintenance of the Safety Device;
- E. Will exclusively update the Safety Device and repair and provide for replacement of parts if/when the Safety Device is malfunctioning and/or in need of updating or repair. The costs and expenses of same are to be borne as outlined in this Agreement; and
- F. Will operate a toll-free phone number for the general public to utilize in emergency situations involving abandoned children or issues related thereto.

(Section 2 subparagraphs A through F hereinafter collectively referred to as "Services").

**Section 3. Lease Term.** The term of this Agreement shall be for five (5) years ("Term") and shall renew for successive five (5) year terms upon the mutual agreement of the parties to the terms, fees, and conditions, unless terminated in accordance with Section 9, below or as otherwise agreed to by the parties.

**Section 4. Consideration.** In consideration for leasing the Safety Device and providing the Services described under Sections 1 and 2 above, Provider has paid to SHBB the initial fee of Twelve thousand and 00/100 U.S. Dollars (\$12,000.00). Additionally, Provider shall pay an annual fee of Three Hundred and 00/100 Dollars (\$300.00) and other associated expenses and costs as agreed to by the Parties on January 1 of every year that this Agreement is in

force. The foregoing fees and expenses include, but are not limited to the services and expenses listed in the Services, Fees, and Expenses Schedule attached hereto as Exhibit B.

**Section 5. Obligations of Provider.** In addition to any and all other obligations of the Provider set forth herein:

- A. Provider agrees to follow all policies and procedures provided by SHBB which may change from time to time without notice to Provider; however, as long as is practicable, SHBB shall provide at least thirty (30) days prior Notice to Provider for any changes/additions to its policies and/or procedures provided by SHBB/contained herein. Provider shall have thirty (30) days to review any changes/additions to policies and/or procedures relating to this Agreement and to notify SHBB if Provider accepts such updated/new policies/procedures. For accepted changes/additions Providers acceptance of shall not be unreasonably withheld. Provider and SHBB agree to negotiate any rejected changes/additions; however, any changes to the law of Indiana or Federal law regarding the Safety Device shall not be rejected. For any rejected changes/additions to the policies and/or procedures arising herein or relating to this Agreement that cannot be negotiated/agreed to after a good faith attempt to do so, the parties agree that this Agreement may be terminated in accordance with Section 9 of this Agreement. If Provider does not notify SHBB of its rejection of any change or addition to SHBB's policies and procedures provided by SHBB/contained herein within the thirty (30) days described in this Section, such changes and/or additions to SHBB's policies and procedures shall be deemed accepted by Provider. Such current policies and procedures are included as Exhibit A to this Agreement. By way of Provider's signature hereto, shall evidence Provider's agreement, acknowledgement, and receipt of the Policies and Procedures;
- B. Provider agrees to utilize, maintain, and operate the Safety Device for its intended use, as set forth herein;
- C. Provider agrees to maintain the Safety Device in good working order;
- D. Provider agrees to not change, add to, subtract from, improve, alter, rebrand, or otherwise modify the Safety Device and accompanying signage in any manner as set forth in Exhibit A in any manner whatsoever without the prior written approval of SHBB;
- E. Except for signage displaying funding grant contributions from the Rotary Club of Highland and the Indiana Department of Homeland Security, Provider agrees to use best efforts to prevent any third parties from adding to, subtracting from, altering, rebranding, or otherwise modifying the Safety Device and accompanying materials/signage as set forth in Exhibit A in any manner whatsoever without prior written approval by SHBB;

- F. Provider agrees to immediately notify SHBB of any alteration, repair, or any other kind of damage or modification to the Safety Device unless said modification was performed by SHBB;
- G. Provider agrees to accept complete liability for any and all unapproved modifications to the Safety Device, unless those requirements required by Indiana and for federal law, and any and all unapproved modifications to accompanying parts of the Safety Device, including required signage/materials;
- H. Provider agrees to reimburse SHBB for any damages, repairs and/or any other kind of modifications of any kind of and/or to the Safety Device;
- I. Provider agrees to accept complete liability for modifications to the Safety Device which are the result of: its own actions, omissions, and/or failure to use best efforts to maintain the Safety Device in good working order or best efforts to prevent any modifications to the Safety Device by a third party;
- J. Provider shall refer to the Safety Device as a "Safe Haven Baby Box";
- K. Provider shall procure and maintain a twenty-four (24) hour dual alarm monitoring of the Safety Device at all times and shall confirm with SHBB that such service is acceptable;
- L. Provider shall procure, use, and maintain twenty-four (24) hour video monitoring system and any accompanying computer, phone, or tablet application for use of same of the inside of the Safety Device;
- M. Should alarm or video monitoring be disconnected for any reason, Provider shall immediately notify SHBB and shall secure the Safety Device by locking its exterior door and removing all signage and materials related to its use and functionality;
- N. Provider shall maintain the Safety Device in an area that is conspicuous and visible to Provider's staff/EMSP;
- O. Provider agrees SHBB may, but is not required to, inspect the Safety Device at any time, including, but not limited to ensuring that it is in good working order, to ensure proper branding and signage is being displayed, and to conduct tests related to its functionality and monitoring and alarm systems;

PROVIDER AGREES IT IS IMPERATIVE THAT ANY MALFUNCTION IDENTIFIED WITH RESPECT TO THE SAFETY DEVICE OR ANY DISCONNECTION IN THE SAFETY DEVICE MONITORING SYSTEM RESULT IN THE IMMEDIATE SECURING AND LOCKING OF THE SAFETY DEVICE SO THAT IT MAY NOT BE USED BY THE PUBLIC DURING THIS TIME PERIOD. FAILURE TO DO SO MAY RESULT IN A THREAT OF BODILY HARM OR DEATH TO AN INFANT PLACED IN THE

SAFETY DEVICE DURING ANY PERIOD OF TIME IN WHICH THE SAFETY DEVICE IS MALFUNCTIONING OR NOT.

**Section 6. Representations and Warranties.**

- A. Representations & Warranties of Provider. Provider represents and warrants that the undersigned is a duly acting and authorized agent of Provider who is empowered to execute this Agreement with full authority of Provider. Further, Provider has undertaken a reasonable investigation into the laws and regulations governing the jurisdiction with which it intends to place the Safety Device and has confirmed that such placement, operation, use and administration of the Safety Device does not violate any provision of any law, ordinance, governmental regulation, court order or other similar governmental controls. Provider represents and warrants that it will accept the Safety Device on an "As-Is" basis.
  
- B. Representations & Warranties of SHBB. SHBB represents and warrants that the undersigned is a duly acting and authorized agent of SHBB who is empowered to execute this Agreement with full authority of SHBB. Further, SHBB has full ownership of the Safety Device.

SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT A MEDICAL DEVICE AND HAS CONFIRMED SUCH WITH THE FOOD AND DRUG ADMINISTRATION IN 2019, BUT NOT SINCE. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT INTENDED AS A CONSUMER PRODUCT AND THUS IS NOT REGISTERED WITH THE CONSUMER PRODUCT SAFETY COMMISSION. SHBB FURTHER REPRESENTS THAT THE SAFETY DEVICE IS NOT REGISTERED WITH THE FEDERAL TRADE COMMISSION AND/OR THE FEDERAL COMMUNICATIONS COMMISSION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT TESTED BY NATIONALLY RECOGNIZED TESTING LABORATORIES PROGRAM.

**Section 7. Insurance.**

- A. Provider agrees to procure and maintain in full force and effect at all times during the Term of this Agreement and any renewals thereof, at its own cost and expense, a policy or policies of comprehensive commercial general liability insurance on an occurrence basis, in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate and a \$2,000,000 limit umbrella coverage, which shall afford coverage for the acts and omissions of a party in relation to the party's obligations pursuant to this Agreement.
  
- B. Provider further agrees that SHBB shall be named as an additional insured on its comprehensive commercial general liability insurance policy (unless the party's insurer indicates that coverage is available absent a separate endorsement). Each party agrees to execute/sign any and all

documents/forms necessary for SHBB to be named as an additional insured on the Provider's policy.

**Section 8. Indemnification.** Each party agrees to defend and indemnify, protect and hold harmless the other party, its officers, directors, employees, volunteers, independent contractors, agents and all other persons and related entities thereof against any loss, claim at law or equity, cause of action, expenses, damages or any other liability (collectively, "Claim") arising in relation to and to the extent of the indemnifying party's gross negligence or willful or wanton misconduct, whether acts or omissions, in the installment, placement, removal, use, and maintenance of the Safety Device in, on, or about Provider's facility or premises.

**Section 9. Termination.** Provider may terminate successive Terms of this Agreement upon sixty (60) days prior written notice from Provider to SHBB. In accordance with Section 5 of this Agreement, Provider and/or SHBB may terminate this Agreement on notice of a change of policies and procedures by SHBB that Provider did not previously agree to after a good faith attempt has been made to negotiate the change or addition to the policies and/or procedures arising herein or relating to this Agreement. SHBB may terminate this Agreement for any reason specified under Section 10, below. At the point of termination of this Agreement, Provider shall secure and lock the Safety Device and remove all signage provided by SHBB. Provider shall place new visible signage denoting that the Safety Device is not functional and that any person desiring to utilize the Safety Device should instead contact emergency services. If Provider removes the Safety Device, then it shall make arrangements with SHBB for its conveyance or retrieval to SHBB. SHBB shall not be obligated to remove the Safety Device; however, at any time after this Agreement has terminated, SHBB may, at its sole discretion, notify Provider that it intends to remove and recover the Safety Device. Under such circumstances, Provider agrees to cooperate with SHBB in the retrieval of the Safety Device, the expenses of which shall be borne by SHBB, so long as expenses do not exceed \$500 and unless the termination of this Agreement was under Section 10, below, in which case the costs hereunder shall be borne by Provider.

**Section 10. Remedies.**

- A. Option to Cure.** Any uncured breach of this Agreement by Provider shall give SHBB the option of immediately terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense. If Provider is notified by SHBB that the Safety Device is not properly functional or lacks monitoring required by this Agreement, then SHBB may order the Safety Device secured and locked until further inspection. Provider shall have thirty (30) days to cure any lack of monitoring or improper functioning of the Safety Device, such time may be extended by any delay attributable to SHBB. If Provider does not cure any lack of monitoring or improper functioning of the Safety Device within the initial thirty (30) day period upon SHBB's review and report, Provider may have an additional thirty (30) days to cure any breach. If Provider fails to cure any breach of this Agreement after two attempts to cure as set forth above, SHBB may terminate this Agreement if it concludes in its sole discretion that Provider has not upheld its obligations under this Agreement. Any breach of this Agreement by

Provider which has not been cured by Provider within thirty (30) days after notice received from SHBB shall give SHBB the option of terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense.

- B. Attorneys' fees.** Attorneys' fees, costs and expenses, shall be awarded to the prevailing party for any dispute relating to or arising from this Agreement.

**Section 11. Ownership of Safety Device.** Provider agrees and acknowledges that ownership of the Safety Device remains with SHBB, and this Agreement is merely a services and lease agreement. Provider shall not sell or otherwise transfer the Safety Device during or after the term of this Agreement without the specific written consent of SHBB.

Section 12. Disclaimer and Limitation of Warranties.

SHBB IS NOT THE MANUFACTURER OF THE SAFETY DEVICE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE SAFETY DEVICE. WITH RESPECT TO SAFETY DEVICE, PROVIDER ACCEPTS IT "AS IS." THE SAFETY DEVICE SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO PROVIDER BY THE SAFETY DEVICE MANUFACTURER AND/OR AVAILABLE BY THE SAFETY DEVICE'S COMPOSITE PARTS.

SHBB neither assumes nor authorizes any other person associated or related by legal right, corporate entity, governmental entity, or any other entity associated or related by legal right to assume for it, or any other liability in connection with the lease of the Safety Device. There are no warranties which extend beyond the terms of this Agreement, unless otherwise stated or provided for herein or by law via preemption. These warranties shall not apply to the Safety Device or improvements, restoration, repair, remodel, modifications, and/or any other construction work on the Safety Device, related to the Safety Device, or any other part thereof which has been subject to accident, negligence, alteration, abuse or misuse. SHBB makes no warranty whatsoever with respect to accessories or parts not supplied by it.

**Section 13. Miscellaneous.**

- A. Notice. Notice is effective when made in writing and sent to the parties' addresses or by email. Notice will be considered given as of the date of mailing.

Notice to SHBB shall be given to:

Safe Haven Baby Boxes  
Attn: Monica Kelsey  
P.O. Box 185  
Woodburn, IN 46797

Notice to Provider shall be given to:




Town of Highland, IN  
Attn: Clerk-Treasurer  
3333 Ridge Road  
Highland, IN 46322

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

- B. Assignability. This Agreement is binding and benefits the successors and assignees of the Provider, which includes any entity with which the Provider may merge or consolidate, or to which it may transfer all of its assets or equity interests. Provider shall not transfer or assign this Agreement, however, without the specific written consent of SHBB, which consent shall not be unreasonably withheld.
- C. Governing Law/Jurisdiction. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of Indiana and Indiana courts. Venue shall be a court of competent jurisdiction in Allen County, Indiana. Each party otherwise waives, to the fullest extent it may legally and effectively do so, any objection which it may now or subsequently have to the laying of venue of any claim or dispute at law or equity arising out of or relating to this Agreement. Each party agrees and acknowledges that any term not defined herein shall be construed to have its every-day, contextual meaning as defined in the latest editions of the Merriam Webster Dictionary, and if a legal term, Black's Law Dictionary; and should any term, condition, or provision of this Agreement be deemed vague, ambiguous, or confusing, it shall not be construed in favor of either party.
- D. Integration/Entire Agreement. This Agreement, along with the attached Exhibits and exhibits thereto, represents the entire expression of the final agreement of the parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Provider by its signature below hereby certifies that Provider agrees to be bound by the terms and conditions and policies and procedures set forth in this Agreement as may be updated from time to time and agreed to in accordance with Section 5 of this Agreement. Any additional terms or conditions contained in purchase orders or other forms not incorporated into this Agreement are expressly rejected by Provider and shall not be binding, unless Provider agrees to in writing signed by both parties. This Agreement may only be modified by a written document signed by both parties.

- E. No Oral Modification. No change, modification, extension, termination, or waiver of this Agreement or any of its incorporated documents or parts, or any of the provisions contained, will be valid unless made in writing and signed by duly authorized representatives of the parties.
- F. Waivers. No waiver of any of the provisions of this Agreement shall be valid and enforceable unless such waiver is in writing and signed by the Parties to be charged, and, unless otherwise stated, no such waiver shall constitute a waiver of any other provision or a continuing waiver.
- G. Severability. In the event that one or more of the provisions of this Agreement shall become invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained shall not be affected as a whole.
- H. Time of the Essence. The Parties expressly recognize that in the performance of their respective obligations under this Agreement and that each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and be effective on the date first above written.

“SHBB”  
By:   
Safe Haven Baby Boxes, Inc.  
Monica Kelsey, Founder / CEO

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

8. Resolution No. 2023-17: A Resolution Approving a Joint Interlocal Agreement between the Town of Highland, the Town of Munster, the Town of St. John, the Town of Cedar Lake, the Town of Schererville, the Town of Lowell, the Town of Dyer, the City of Hobart, the City of Crown Point, to enter into a joint interlocal agreement in order to organize, fund and operate the South Lake County Crash Reconstruction Team (S.L.C.C.R.T) for the purpose of providing specialized law enforcement personnel and tactics for the benefit of the Participating Units and the respective citizens thereof, in the event a motor

vehicle crash occurs that requires the utilization of specialized law enforcement training and equipment.

Councilor Sheeman moved the passage and adoption of Resolution No. 2023-17 and to instruct the Town Council President to execute the Joint Interlocal Agreement to organize, fund and operate the South Lake County Crash Reconstruction Team (S.L.C.C.R.T) for the purpose of providing specialized law enforcement personnel and tactics for the benefit of the Participating Units and the respective citizens thereof, in the event a motor vehicle crash occurs that requires the utilization of specialized law enforcement training and equipment. Councilor Schocke seconded.

Discussion: Chief Potesta urged the Council to approve the resolution and the interlocal. At the time of the fatal accident at 45<sup>th</sup> and Industrial, Highland was not a member of the Crash Reconstruction Team. Not being a member, he was surprised they even came when Highland called them. It was at that point that they asked Highland to join. The whole reason the team was formed is because the Lake County Sheriff's Department use to offer their accident or reconstruction services to all outside agencies and just like everybody else, they are short staffed and overwhelmed right now and unfortunately, that is one of the services that was cut back. In the past we were, whenever we had a serious or fatal accident, we would call them and they'd send the crew out but that's all gone now. So, all these departments are put in a position to have an offend for themselves. We're actually sending one of our officers, Yonkman to accident reconstruction school for the Town's benefit. If the Council approves the interlocal, I would like to put him on this team as well. When you call out the crash team, they take over the scene. They're gonna do all of the interviews. They're gonna take the accident reports. They're gonna handle all the stuff at the hospitals. You know the medical tests and make sure that they're getting tested for what they need to. They're gonna do all the search warrants, everything. And they're gonna be the ones that go and testify in court. When they show up, they basically tell our patrol guys to get out of here, go back to patrolling your town, we got this.

Councilor Sheeman asked the Chief how does this work logistically. Say our officer is on patrol and he gets paged about an accident. Does he leave his patrol and goes? What if he's off and at home, does he respond?

Chief Potesta responded that the officers first responsibility is to Highland. If staffing levels permit and he/she is able to go, they go. If they aren't able to go, they don't respond. If he/she was off and he responded, he would be able to make a few extra bucks. He said another nice thing about the crash team is it frees up our guys to continue patrolling. Sometimes our guys were tied up at an accident scene for 4 or 5 hours.

Councilor Schocke mentioned that from his career, he found it most helpful when an officer was trained in photogrammetry, which is when an officer puts certain markers out on the debris field so they can map the area where the collision happens so they can have diagrams and show exactly where cars came from and stuff like that, that's really cool. The Indiana State Police uses it and he has actually deposed some of those troopers to testify in court.

Upon a roll call vote of the elected officials, there were five (5) affirmatives and 0 negatives. The motion passed. Resolution No. No. 2023-17 was adopted pending the signature of the Town Council President.

Resolution No. 2023-17

Town of Highland, Indiana, the Town of Munster, Indiana, the Town of St. John, Indiana, the Town of Cedar Lake, Indiana, the Town of Schererville, Indiana, the Town of Lowell, Indiana, the Town of Dyer, Indiana, the City of Hobart, Indiana, the City of Crown Point, Indiana (hereinafter, collectively, the "Participating Units")

A Resolution Approving a Joint Interlocal Agreement between the Town of Highland, Indiana, the Town of Munster, Indiana, the Town of St. John, Indiana, the Town of Cedar Lake, Indiana the Town of Schererville, Indiana, the Town of Lowell, Indiana, the Town of Dyer, Indiana, the City of Hobart, Indiana, and the City of Crown Point, Indiana, to enter into a joint interlocal agreement in order to organize, fund and operate the South Lake County Crash Reconstruction Team (S.L.C.C.R.T) for the purpose of providing specialized law enforcement personnel and tactics for the benefit of the Participating Units and the respective citizens thereof, in the event a motor vehicle crash occurs that requires the utilization of specialized law enforcement training and equipment.

**WHEREAS**, the Participating Units are all political subdivisions and governmental units of the State of Indiana, as municipal corporate entities, duly organized and validly existing under the laws of the State of Indiana, as required by Indiana Code § 36-1-7-2, et seq.; and

**WHEREAS**, the provisions of I.C. § 36-1-7, et seq., allow governmental entities to make the most efficient use of their powers by enabling them to enter into interlocal agreements to jointly perform powers the separate government entities could individually exercise; and

**WHEREAS**, the Participating Units have been informed and advised of the requirements of applicable Indiana law, namely, I.C. § 36-1-7 et seq., in order to enter into a legally binding joint interlocal agreement; and

**WHEREAS**, the Participating Units, and each of them, seek to enter into a joint interlocal agreement in order to organize, fund and operate the South Lake County Crash Reconstruction Team (S.L.C.C.R.T) for the purpose of providing specialized law enforcement personnel and tactics for the benefit of the Participating Units, and the respective citizens thereof, in the event a motor vehicle crash occurs that requires the utilization of specialized law enforcement training and equipment; and

**WHEREAS**, the Participating Units have been further informed and advised that it is in the best interests for the safety and welfare of each Participating Unit and its respective

citizens to enter a joint interlocal agreement in order to ensure that the respective citizens of the Participating Units are provided with the proper police responses and thorough, professional crash investigations; and

**WHEREAS**, the Participating Units each seek to participate to enhance and fulfill their Mutual Aid responsibilities and to support and maintain the S.L.C.C.R.T. to address and respond to member agencies with the investigation of fatal or severe injury motor vehicle crashes, to identify, collect, document, and report the crash scene data; and

**WHEREAS**, incidents resulting in fatal or severe bodily injury can and do occur unpredictably and these motor vehicle crashes often require the utilization of a specially trained and equipped unit in order to effectively resolve the situations. These incidents create a demand upon the Participating Units for resources which are better and more economically served by combining the resources of the Participating Units to form the S.L.C.C.R.T. in order to resolve this added demand, as well as to resolve such situations by utilizing the combined efforts of each Participating Unit's resources and each of its Officers' experience for these investigations.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA, AS FOLLOWS:

Section 1. The President of the Town Council is hereby authorized to execute the Joint Interlocal Agreement between the Town of Highland, Indiana, the Town of Munster, Indiana, the Town of St. John, Indiana, Indiana, the Town of Cedar Lake, Indiana, the Town of Schererville, Indiana, the Town of Lowell, Indiana, the Town of Dyer, Indiana, the City of Hobart, Indiana, and the City of Crown Point, Indiana to enter into a joint interlocal agreement in order to organize, fund and operate the South Lake County Crash Reconstruction Team (S.L.C.C.R.T) for the purpose of providing specialized law enforcement personnel and tactics for the benefit of the Participating Units and the respective citizens thereof, in the event a motor vehicle crash occurs that requires the utilization of specialized law enforcement training and equipment.

Section 2. That the Interlocal Agreement may be signed in counterparts and each of said counterparts shall be considered an original.

Section 3. That before the Interlocal Agreement takes effect, it must be recorded with the Office of the Lake County Recorder. No later than sixty (60) days after the Interlocal Agreement takes effect and is recorded, the Interlocal 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.

Section 4. That this Interlocal Agreement shall be effective as indicated herein and pursuant to its provisions, after the Interlocal Agreement has been authorized, approved, executed and recorded by each of the Participating Units.

**Duly, Passed and Ordered** by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 14th day of August, 2023 having passed by a vote of 5 in favor and 0 opposed.

TOWN COUNCIL of the TOWN of  
HIGHLAND, INDIANA

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

Attest:

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

JOINT INTERLOCAL AND MUTUAL AID AGREEMENT FOR THE SOUTH LAKE COUNTY CRASH RECONSTRUCTION TEAM (S.L.C.C.R.T.)

This Joint Interlocal Agreement (hereinafter, the "Agreement") is made and entered as of the date of the final Municipal entity acceptance below, by and between the Town of Schererville, Lake County, Indiana, a Municipal Corporation; the Town of St John, Lake County, Indiana, a Municipal Corporation; the Town of Dyer, Lake County, Indiana, a Municipal Corporation; Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation; Town of Highland, Lake County, Indiana, a Municipal Corporation; Town of Lowell, Lake County, Indiana, a Municipal Corporation; Town of Munster, Lake County, Indiana, a Municipal Corporation; City of Hobart, Lake County, Indiana, a Municipal Corporation; and the City of Crown Point, Lake County, Indiana, a Municipal Corporation (hereinafter, collectively the "Participating Units").

RECITALS

**WHEREAS**, the Participating Units are all political subdivisions and governmental units of the State of Indiana, as municipal corporate entities, duly organized and validly existing under the laws of the State of Indiana, as required by I.C. § 36-1-7-2, et seq.; and

**WHEREAS**, the provisions of I.C. § 36-1-7, et seq., allow governmental entities to make the most efficient use of their powers by enabling them to enter into interlocal agreements to jointly perform powers the separate government entities could individually exercise; and

**WHEREAS**, the Participating Units have been informed and advised of the requirements of applicable Indiana law, namely, I.C. § 36-1-7 et seq., in order to enter into a legally binding joint interlocal agreement; and

**WHEREAS**, the Participating Units, and each of them, seek to enter into a joint interlocal agreement in order to organize, fund and operate the South Lake County Crash Reconstruction Team (S.L.C.C.R.T) for the purpose of providing specialized law enforcement personnel and tactics for the benefit of the Participating Units, and the respective citizens thereof, in the event a motor vehicle crash occurs that requires the utilization of specialized law enforcement training and equipment; and

**WHEREAS**, the Participating Units have been further informed and advised that it is in the best interests for the safety and welfare of each respective Participating Unit and its citizens to enter a joint interlocal agreement in order to ensure that citizens of the Participating Units are provided with the proper police rapid response and thorough professional crash investigation; and

**WHEREAS**, the Participating Units each seek to participate to enhance and fulfill their Mutual Aid responsibilities and to support and maintain the S.L.C.C.R.T. to address and respond to member agencies with the investigation of fatal or severe injury motor vehicle crashes, will identify, collect, document, and report the crash scene data; and

**WHEREAS**, incidents of fatal or severe bodily injury can and do occur unpredictably and these motor vehicle crashes often require the utilization of a specially trained and equipped unit in order to effectively resolve the situation. These incidents create a demand upon the Participating Units for resources which are better and more economically served by combining the resources of the Participating Units to form the S.L.C.C.R.T. in order to resolve this added demand, as well as to resolve such situations by utilizing the combined efforts of each participating unit, resources and each Officers experience for this investigation; and

ACTIVATION GUIDELINES FOR SOUTH LAKE COUNTY CRASH RECONSTRUCTION TEAM:

1. Did a fatality occur?
2. Did at least one victim suffer great bodily harm?
3. Is there a presence of an unusual circumstance that supports the need for a crash investigation reconstruction specialist (i.e., Department liability, significant property damage)? Further details would be needed to determine the unusual nature of the crash.

#### **DURATION**

The duration of this Agreement shall be perpetual. However, any Participating Unit shall have the right and ability to opt out by providing the S.L.C.C.R.T. Board of Directors written notice of that Participating Unit's intent to opt out no later than September 1 of a given year. Any opt out by a Participating Unit shall take effect on January 1 of the following year, provided that timely notice of the opt out was transmitted as herein provided. In the event a Participating Unit does not provide timely notice of its intent to opt out, the S.L.C.C.R.T. Board of Directors, in its sole discretion, may still accept said opt out and release the Participating Unit from its obligations effective October 1 of that calendar year. Further, the S.L.C.C.R.T. Board of Directors shall have the discretion to consider any opt out request not in accordance with this Paragraph.

#### **TERMINATION**

In the event that the S.L.C.C.R.T. is terminated, disbanded, dissolved or otherwise ceases to exist, any and all property of the S.L.C.C.R.T. shall be divided and distributed, in equal shares, to each Participating Unit then participating in the S.L.C.C.R.T. Any assets not easily divided shall be sold in accordance with applicable law and the proceeds divided among the Participating Units. It is expressly understood that if any Participating Unit terminates or withdraws its participation from this Agreement, that Participating Unit shall not be reimbursed for the monies or materials that have been purchased, in part, with funds provided from the Participating Unit now terminating its involvement in this Agreement. Such funds and materials that have been purchased with said funds shall remain the property of the S.L.C.C.R.T. established herein in the interest of stability and continuing ability of the S.L.C.C.R.T. to continue operations. The express terms of this Agreement may not be amended except by a written amendment executed and approved by each of the Participating Units and in conformance with applicable Indiana Law. This Section shall not prevent the Board from amending existing or adopting additional operational policies and procedures that are found to better effectuate the purpose of this Agreement as provided herein.

#### **S.L.C.C.R.T. BOARD OF DIRECTORS**

The S.L.C.C.R.T. Board of Directors (the "Board") shall consist of one (1) member representative from each Participating Unit as assigned by that Participating Unit. The Board shall elect individuals to serve as Chairman, Vice-Chairman and Secretary, consistent with the By-Laws of the S.L.C.C.R.T. The Clerk Treasurer of the City of Crown Point, shall initially serve as the Fiscal Officer of the Board, and shall be a non-voting Member. Thereafter, upon resignation of said initial Fiscal Officer, the Participating Units shall elect a Clerk-Treasurer from the Participating Units to so serve as Fiscal Officer, with transition to be in conformance with applicable law and the rules, regulations and requirements of the Indiana State Board of Accounts, as each are amended from time to time. The Board shall convene, and using its discretion, either appoint, elect or hire an individual to serve as the S.L.C.C.R.T. Commander. The



S.L.C.C.R.T. Commander shall be a non-voting Member of the Board, and shall be present at meetings of the Board to provide the Board with recommendations regarding staffing, equipment, training or any other matter. The Board may also elect, appoint or hire an Assistant S.L.C.C.R.T. Commander if it deems it necessary. The Board shall establish policies and procedures for conducting the hiring of the S.L.C.C.R.T. Commander/Assistant Commander and shall compile minimum qualifications used to evaluate applicants. The Board may create and establish any other boards or committees as it determines appropriate. A majority of the Members of the Board shall constitute a quorum for voting purposes. Each Member of the Board shall have one (1) vote, and for a vote to register, the Board Member must be present during the vote. However, if the Board convenes for an emergency meeting to discuss and/or vote on an otherwise unforeseen situation, a majority of the Board can vote to waive the requirement that Members be present to vote, and a vote can be taken telephonically. The Board shall create and develop a S.L.C.C.R.T. Policy and Procedures Manual for distribution to all S.L.C.C.R.T. personnel. This Manual shall minimally contain information regarding the replacement of S.L.C.C.R.T. personnel due to attrition, storage of S.L.C.C.R.T. property, a code of conduct for S.L.C.C.R.T. personnel, additional activation procedures and guidelines, S.L.C.C.R.T. training specifications and any other necessary and relevant written Board policies and procedures.

The Board's responsibilities shall include, but is not limited to:

1. Determination of all policies and procedures of the S.L.C.C.R.T.;
2. Establishment of financial controls and decisions;
3. Making decisions and determinations on any problems or issues;
4. Making final determinations regarding activation procedures of the S.L.C.C.R.T.;
5. Review of S.L.C.C.R.T. activities and manpower upon activation, if necessary, however the Board shall not possess any authority to direct the S.L.C.C.R.T. Commander, Assistant Commander, or staff on the propriety of field operators or strategy;
6. Convene not less frequently than quarterly per year to review and discuss S.L.C.C.R.T. activities, manpower, operations and any other relevant matters;
7. Hire, appoint or elect the S.L.C.C.R.T. Commander and Assistant Commander, if the Board deems an Assistant Commander necessary;
8. Determine and schedule training sessions for S.L.C.C.R.T. personnel;
9. Oversee operations of the S.L.C.C.R.T.;
10. Any other matters which the Board, in its discretion, deems necessary for the governing of the S.L.C.C.R.T..

Additional meeting requirements, duties of the elected Officers, compensation and other relevant information can be found in the S.L.C.C.R.T. By-Laws or shall be included in the S.L.C.C.R.T. Policies and Procedures Manual adopted by the Board hereafter.

#### **FINANCING**

Each Participating Unit shall be responsible for payment of an annual membership fee in the amount of Five Hundred Dollars (\$500.00), for the first year of participation. Thereafter, an annual

fee shall be paid in an amount agreed upon by the Board with the Participating Units. This annual fee

shall be used for equipment, supplies and salaries necessary for the operation of the S.L.C.C.R.T. The Board shall have the discretion to either increase or decrease this participatory membership fee based upon the needs of the S.L.C.C.R.T. and in accordance with applicable laws, policies and procedures.

Each Participating Unit shall be responsible for the cost and training of its designated S.L.C.C.R.T.

personnel in order to meet the requirements as established by the Board. When a Participating Unit

requests and receives the services of the S.L.C.C.R.T., that Participating Unit alone shall pay the costs of any activities occurring within the jurisdiction of that Participating Unit, excluding the salaries, wages,

benefits, overtime and ordinary travel expenses or the S.L.C.C.R.T. personnel.

#### **STAFFING AND S.L.C.C.R.T. PERSONNEL**

Each Participating Unit shall designate at least one (1) Police Officer (hereinafter, a "Participating

Officer") who will be assigned to the S.L.C.C.R.T. All S.L.C.C.R.T. Members shall report to the S.L.C.C.R.T.

Commander or his/her designee during training, when activated, or when on any S.L.C.C.R.T. assignment. Any and all operational decisions, strategies and circumstances shall be determined by the S.L.C.C.R.T. Commander with the advice of the Chief of Police or a member of the requesting Departments Administration. Each Participating Unit shall furnish its Participating Officer with a vehicle suitable to transport that Participating Officer to an area where the S.L.C.C.R.T. has been activated. Each Participating Unit shall be solely responsible for the costs of maintaining and insuring said vehicle. Except as otherwise provided herein, all S.L.C.C.R.T. personnel are deemed to be as continuing employment for their respective Participating Unit when activated as members of the functionally consolidated S.L.C.C.R.T. Each Participating Unit shall be solely and exclusively responsible for the compensation, benefits, equipping and training expenses for its Participating Officer(s). All rights, duties, and obligations of the employer and the employee shall remain with that Participating Unit. Each Participating Unit shall be responsible for ensuring compliance with all applicable laws with regard to employees and with provisions on any applicable collective bargaining agreements and civil service rules and regulations and its disciplinary policies and procedures in accordance with law. The S.L.C.C.R.T. shall use funds from the annual participatory membership fees collected hereunder to purchase equipment needed for the S.L.C.C.R.T., as approved by the Board, for use by S.L.C.C.R.T. personnel. Any property purchased by the S.L.C.C.R.T. shall remain the property of the S.L.C.C.R.T. without any claim of reimbursement by a Participating Unit, unless otherwise provided herein or approved by the Board.

#### **RIGHTS, POWERS AND DUTIES OF S.L.C.C.R.T. PERSONNEL**

Pursuant to applicable law, namely I.C. § 36-1-7-7, et seq., S.L.C.C.R.T. personnel responding to an

emergency situation in a Participating Unit shall have the same powers and duties of the Police Officers

from that Participating Unit. Said powers and duties shall exist only for the period of time

that the emergency situation exists and only exist while the S.L.C.C.R.T. is engaged in S.L.C.C.R.T. activities in that Participating Unit. Each Participating Officer shall be subject to all other applicable provisions of law and shall otherwise be treated as if they were providing the services within their own jurisdiction

#### **EQUIPPING OF PARTICIPATING OFFICERS**

As provided herein, each Participating Unit shall be responsible for all costs associated with the initial and continued outfitting of its Participating Officer, including but not limited to, clothing and weapons, shall be the sole responsibility of the Participating Unit. Any and all clothing or equipment contributed by a Participating Unit shall remain the property of the Participating Unit. Each Participating Unit shall be responsible for the cost and training of its designated S.L.C.C.R.T. personnel in order to meet the requirements as established by the Board. When a Requesting Unit requests and receives the services of the S.L.C.C.R.T., the Requesting Unit alone shall pay the costs of any activities occurring within the jurisdiction of that Requesting Unit, excluding the salaries, wages, benefits, overtime and ordinary travel expenses.

#### **LIABILITIES AND INSURANCE**

Each Participating Unit shall accept full and complete liability for its Participating Officers to the extent required by the Indiana Worker's Compensation Act, as amended from time to time, for any and all personal injuries occurring to that Participating Officer while engaged in S.L.C.C.R.T. activities. The Participating Units agree that any liability for the negligent or unintentionally tortious actions of the S.L.C.C.R.T., the Board or any S.L.C.C.R.T. personnel working or participating on behalf of the S.L.C.C.R.T. shall be shared equally between the Participating Units. It is further agreed that no Participating Unit shall be required to pay more than its equal share of the cost of payment of any judgment or settlement for a liability claim which arises out of, and is proximately caused by the actions of the S.L.C.C.R.T., the Board or S.L.C.C.R.T. personnel which is acting on behalf of or in support of the S.L.C.C.R.T. and acting within the scope of that individual's employment or duties to the S.L.C.C.R.T. This risk sharing agreement shall not apply to judgments against any party hereunder for punitive damages or for damages resulting from intentionally tortious actions, Each Participating Unit agrees to hold harmless and indemnify the other Participating Units from any loss, claim or liability arising from or out of the negligent or unintentional tortious actions or inactions of its Officers or employees related to the operation of the S.L.C.C.R.T. Such liability shall be equally apportioned among the Participating Units in equal shares. Each Participating Unit shall be responsible for selecting and retaining legal counsel for itself and any employee or Officer of the Participating Unit who is named in a lawsuit alleging liability arising out of S.L.C.C.R.T. operations. Each Participating Unit that retains legal counsel shall be responsible for paying the attorney's fees incurred by that counsel. The Participating Units

shall not share costs of defense among the other Participating Units unless they specifically agree to have one (1) attorney representing all of them in a particular legal action. The Participating Units, and each of them, agree, that in the event of litigation described herein, whenever anyone Participating Unit receives an offer of settlement, that Participating Unit shall, within twenty-four (24) hours of receipt of said offer, transmit same to each of the other Participating Units. No Participating Unit shall have the authority to enter into a settlement with a claimant or plaintiff unless said settlement ends liability of all Participating Units and on behalf of their respective employees and Officers,

#### **ADMINISTRATIVE AND OPERATIONAL PROCEDURES**

The Participating Units herein agree that all activations within a Participating Unit's jurisdiction that has been accepted by the S.L.C.C.R.T. Commander shall be conducted according to the policies and procedures of the S.L.C.C.R.T. as outlined in the S.L.C.C.R.T. Operating Procedures.

#### **MISCONDUCT**

As provided for herein, each Participating Unit shall be responsible for the conduct of its Participating Officers contributed to the S.L.C.C.R.T. Accordingly, any incidents of misconduct shall subject the offending Officer to the disciplinary policies and procedures of the Participating Unit that employed the Officer. Any allegation of misconduct occurring while activated, during S.L.C.C.R.T. training, or when an Officer is acting in the scope of that Officer's S.L.C.C.R.T. duties, shall be promptly contained in a written report by the S.L.C.C.R.T. Commander or his/her designee. Upon the completion of this written report, the S.L.C.C.R.T. Commander, or his/her designee, shall, within twenty-four (24) hours of the completion of the written report, forward a copy of the written report to the Chief of Police of the Participating Unit that employs that Participating Officer. The Participating Units understand and acknowledge that any disciplinary actions taken will be consistent with the requirements of Indiana Law, particularly I.C. § 36-8-3, et seq., and I.C. § 36-8-3.5, et seq., as applicable, and as each are amended hereafter from time to time during the term of this Agreement. The Board shall not have any authority to discipline a Participating Officer, except, however, the Board shall possess the power to investigate allegations of misconduct by S.L.C.C.R.T. personnel while acting in the scope of their duties and upon a finding of guilt or culpability, the Board shall have the authority to remove that S.L.C.C.R.T. personnel from the S.L.C.C.R.T. As provided herein, any adverse employment actions must be taken by the Participating Officer's Participating Unit.

#### **HEADINGS**

The headings and captions in this Agreement are for the convenience and ease of reference only, and shall not be used to construe, interpret, expand or limit the terms of this Agreement.

#### **COUNTERPARTS**

This Agreement may be signed in counterparts by the Participating Units identified specifically herein, and also any Unit not specifically identified herein who executes a signatory page identifying its

intent to enter into this Agreement with all Participating Units who are already identified or signatories to the Agreement must confirm its participation by executing a counterpart. Such Unit entering into this

Agreement by a counter-signature page shall also be required to sign a verification statement contained on the counter-signature page that the Unit has received, reviewed and taken all necessary and proper public meeting action, at a duly scheduled and noticed public meeting pursuant to applicable Indiana law.

**ADDITIONAL DOCUMENTS**

The Participating Units hereto, and any future Unit executing a counter-signature page and verification to enter into the Agreement, further agree to execute any and all additional documents

necessary to effectuate the terms and provisions of this Agreement, and to take all necessarily and proper public meeting actions, if so required.

**PUBLIC MEETING ACTION**

The individual(s) executing the counter-signature page hereby acknowledge by executing same

that the Participating Unit they represent has undertaken and completed all necessary and proper public

meeting action requirements for entry into this Agreement in conformance with applicable Indiana law.

[Signature Pages to Follow]

TOWN OF HIGHLAND, LAKE COUNTY, INDIANA,  
a Municipal Corporation

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

ATTEST: \_\_\_\_\_

Mark Herak, Clerk-Treasurer



9. Resolution No. 2023-18: A Resolution Approving a Joint Interlocal Agreement between the Town of Highland and Lake County, Indiana for improvement costs which will be incurred by the Town of Highland to replace the existing 4-inch water main to an 8-inch on Parkway Drive between Lincoln Avenue and Ridge Road adding fire hydrants and improving water quality and circulation located in North Township, Lake County, Indiana.

Councilor Schocke moved the passage and adoption of Resolution No. 2023-18 and to instruct the Town Council President to execute the Interlocal Governmental Agreement. 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. 2023-18 was adopted pending the signature of the Town Council President.

#### Resolution No. 2023-18

A Resolution Approving a Joint Interlocal Cooperation Agreement between the Town of Highland, Indiana and Lake County, Indiana (hereinafter the "Participating Units") for Improvement Costs which will be incurred by the Town of Highland to replace the existing 4-inch water main to an 8-inch water main on Parkway Drive between Lincoln Avenue and Ridge Road, adding fire hydrants, and improving water quality and circulation located in North Township, Lake County, Indiana.

**WHEREAS**, the Participating Units are both political subdivisions and governmental units of the State of Indiana, as municipal corporate entities, duly organized and validly existing under the laws of the State of Indiana, as required by Indiana Code § 36-1-7-2, et seq.; and

**WHEREAS**, the provisions of I.C. § 36-1-7, et seq., allow governmental entities to make the most efficient use of their powers by enabling them to enter into interlocal agreements to jointly perform powers the separate government entities could individually exercise; and

**WHEREAS**, the Participating Units have been informed and advised of the requirements of applicable Indiana law, namely, I.C. § 36-1-7 et seq., in order to enter into a legally binding joint interlocal agreement; and

**WHEREAS**, the Participating Units each seek to enter into a joint interlocal cooperation agreement based upon the terms and provisions of the Act, as amended from time to time, together, for improvement costs which will be incurred by the Town of Highland to replace the existing 4-inch water main with an 8-inch water main on Parkway Drive between Lincoln Avenue and Ridge Road, adding fire hydrants, and improving water quality and circulation, (hereinafter referred to as the "Project"); and

**WHEREAS**, the Participating Units, and each of them, seek to enter into a joint Interlocal Cooperation Agreement for improvement costs which will be incurred by the Town of Highland to complete the Project; and

**WHEREAS**, the Participating Units have further determined that entry into a joint Interlocal Cooperation Agreement for the Project is a public improvement in the best interests of the residents of the Town of Highland and Lake County, and therefore, have determined that it is advisable to enter into and become a Participating Unit under said Joint Interlocal Cooperation Agreement pursuant to the applicable provisions of State Law, as amended from time to time; and

**[INTENTIONALLY BLANK]**

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA, AS FOLLOWS:

Section 1. That this Resolution shall take effect and be in full force and effect from and after its passage by the Town Council of Highland and the affixing of the Council President's signature to this Resolution.

Section 2. That the Interlocal Cooperation Agreement may be signed in counterparts and each of said counterparts shall be considered an original.

Section 3. That before the interlocal cooperation 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.

Section 4. That the Interlocal Cooperation Agreement shall take effect and be in full force and effect after the passage of Resolution No. 2023-18 and the Town Council President has affixed his signature and terms of Sections 3 are met and the Town Council has affixed their signatures to the Interlocal Cooperation Agreement.

**Duly, Passed and Ordered** by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 14th day of August, 2023 having passed by a vote of 5 in favor and 0 opposed.

TOWN OF HIGHLAND, LAKE COUNTY,  
INDIANA, TOWN COUNCIL

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Tom Black, President

ATTEST:

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



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**JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF  
HIGHLAND, INDIANA AND LAKE COUNTY, INDIANA  
FOR IMPROVEMENT COSTS WHICH WILL BE INCURRED BY THE TOWN TO  
REPLACE THE EXISTING 4-INCH WATER MAIN TO 8-INCH ON PARKWAY  
DRIVE BETWEEN LINCOLN AVENUE AND RIDGE ROAD ADDING FIRE  
HYDRANTS AND IMPROVING WATER QUALITY/CIRCULATION LOCATED IN  
NORTH TOWNSHIP, LAKE COUNTY, INDIANA**

THIS JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF HIGHLAND, INDIANA AND LAKE COUNTY, INDIANA FOR IMPROVEMENT COSTS WHICH WILL BE INCURRED BY THE TOWN TO REPLACE THE EXISTING 4-INCH WATER MAIN TO 8-INCH ON PARKWAY DRIVE BETWEEN LINCOLN AVENUE AND RIDGE ROAD ADDING FIRE HYDRANTS AND IMPROVING WATER QUALITY/CIRCULATION IN NORTH TOWNSHIP (hereinafter referred to as this "Agreement") is made and entered into in accordance with Indiana Code §36-1-7, *et seq.*, as amended from time to time, by and between the TOWN OF HIGHLAND, Lake County, Indiana, a Municipal Corporation, by its TOWN COUNCIL as its executive and fiscal body (hereinafter referred to as "HIGHLAND"), and LAKE COUNTY, INDIANA, a unit of local government, by its BOARD OF COUNTY COMMISSIONERS as its executive and its COUNTY COUNCIL as its fiscal body (hereinafter referred to as "COUNTY").

**RECITALS**

**WHEREAS**, HIGHLAND is a unit of local government located in Lake County, Indiana, with jurisdiction over real property located within the Municipal Corporate Boundaries of HIGHLAND; and

**WHEREAS**, COUNTY is a unit of local government located in Lake County, Indiana, with jurisdiction over certain real property located within the corporate boundaries of Lake County; and

**WHEREAS**, HIGHLAND and COUNTY have each been advised that the provisions of Indiana Code §36-1-7-1, *et seq.* (Interlocal Cooperation Act and referred to hereinafter as the "Act"), as amended from time to time, permit local governmental units and entities to make the most efficient use of their powers by enabling governmental units to mutually contract and utilize services for the mutual benefit of the participating governmental entities; and

**WHEREAS**, HIGHLAND and COUNTY are political subdivisions empowered by the Act with authority to contract on behalf of each other on a basis of mutual advantage so as to better provide public services and facilities at a lesser cost; and

**WHEREAS**, HIGHLAND and COUNTY each seek to enter into a joint interlocal cooperation agreement based upon the terms and provisions of the Act, as amended from time to time, together, for improvement costs which will be incurred by the Town to replace the existing 4-inch water main to 8-inch on Parkway Drive, between Lincoln Avenue and Ridge Road,

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adding fire hydrants and improving water quality/circulation, hereafter referred to as the PROJECT; and

WHEREAS, HIGHLAND, and COUNTY have determined that entry into a joint interlocal cooperation agreement for the PROJECT is a public improvement in the best interests of the residents of HIGHLAND and COUNTY, and therefore, have determined that it is advisable to enter into and become a participating unit under such a joint interlocal cooperation agreement pursuant to the applicable provisions of State Law, as amended from time to time.

**COVENANTS**

NOW, THEREFORE, HIGHLAND and COUNTY, in consideration of the terms and conditions set forth herein, all of which are hereby acknowledged, do hereby agree as follows:

**SECTION 1: DURATION.**

The duration of this Agreement shall be from its effective date to completion and acceptance of the Project as defined herein.

**SECTION 2: PURPOSE.**

The purpose of this Agreement is to set forth and establish the responsibilities and obligations of HIGHLAND and COUNTY concerning the PROJECT.

**SECTION 3: EFFECTIVE DATE**

The effective date of this act shall be after the agreement has been signed by a majority of the elected officials of each party necessary to constitute an official act and a copy of the executed agreement is placed on record and filed with the Lake County Recorder.

**SECTION 4: PROJECT DEFINED.**

This Project is for improvement costs which will be incurred by the Town to replace the existing 4-inch water main to 8-inch on Parkway Drive, between Lincoln Avenue and Ridge Road, adding fire hydrants and improving water quality/circulation that will improve public health and economic conditions which will benefit the citizens of Lake County, Indiana. See attached Exhibit "A", Resolution No. 2022-73

**SECTION 5: PROJECT FUNDING.**

COUNTY agrees to pay to HIGHLAND within thirty (30) days of HIGHLAND commencing the Project, the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS and NO CENTS (\$250,000.00) to help fund the Project. This contribution of COUNTY is solely for improvement costs HIGHLAND will incur for the PROJECT improvement.

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**SECTION 6: ADMINISTRATION AND AUTHORITY DELEGATION.**

- A. This Agreement shall be administered as follows:
- 1) HIGHLAND shall use the funds for improvement costs which will be incurred by the Town to replace the existing 4-inch water main to 8-inch on Parkway Drive, between Lincoln Avenue and Ridge Road, adding fire hydrants and improving water quality/circulation.
  - 2) With the \$250,000.00 received from LAKE COUNTY, HIGHLAND shall use the funds for improvement costs which will be incurred by the Town to replace the existing 4-inch water main to 8-inch on Parkway Drive, between Lincoln Avenue and Ridge Road, adding fire hydrants and improving water quality/circulation.
- B. The CLERK-TREASURER OF THE TOWN OF HIGHLAND, LAKE COUNTY is hereby designated to receive, disburse, and account for all funds pursuant to this Agreement.
- C. HIGHLAND shall use the funds in accordance with all state and local rules and laws.
- D. Because the COUNTY will have no supervisory responsibility for the purchases made by HIGHLAND, the COUNTY will not be in privity of contract with any person or company contacted by HIGHLAND to complete the project, and COUNTY'S only involvement during the project is to provide funding, the County of Lake and any and all of its elected officials, appointed officials, offices, departments, divisions, employees, to include those of the Lake County Highway Department shall not be liable for and HIGHLAND shall hold the aforementioned unit, bodies, and persons harmless from any loss or damage to any party that may occur during this PROJECT.
- E. The project will be deemed completed when HIGHLAND certifies to COUNTY the project has been completed and provides COUNTY with a detailed list of how the funds were used for the project.

**SECTION 7: ASSIGNMENT OF RIGHTS.**

No Party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity.

**SECTION 8: AMENDMENTS.**

The terms of this Agreement may not be amended, supplemented, waived or modified without the prior written approval of all Parties.

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**SECTION 9: FORCE MAJEURE.**

Except as otherwise provided in this Agreement, HIGHLAND and COUNTY, shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order, or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), failure of technical difficulties, or any other cause of any nature whatsoever beyond the control of HIGHLAND and COUNTY, which was not avoidable in the exercise of reasonable care and foresight.

**SECTION 10: NOTICES.**

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each Party when sent by United States Mail, postage prepaid, or hand-delivered, to the following:

Highland Town Council Council President 3333 Ridge Road Highland, In 46322	Commissioner Mike Repay 2293 North Main Street Crown Pt., In 46307	Councilman Charlie Brown 2293 North Main Street Crown Pt., In 46307
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**SECTION 11: CAPTIONS.**

The captions and section designations herein set forth are for convenience only, and shall have no substantive meaning.

**SECTION 12: SEVERABILITY.**

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

**SECTION 13: ENTIRETY OF AGREEMENT.**

This Agreement represents the entire understanding between the Parties and supersedes all other negotiations, representations, or agreements, whether written or verbal, relating to this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon the Parties, and their respective assigns and successors in interest.

**SECTION 14: MATERIAL DISPUTE.**

The parties agree that HIGHLAND and COUNTY shall meet for resolution purposes. Thereafter, if the dispute is unable to be resolved, the Parties agree that the dispute will be governed by the laws of the State of Indiana in a court of competent jurisdiction. The

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Parties agree that each Party shall be responsible for its own attorney fees, absent any applicable provision of law to the contrary.

**SECTION 15: COUNTERPARTS.**

This Agreement shall be signed in counterparts and each of said counterparts shall be considered an original.

**SECTION 16: RECORDING AND FILING.**

- A. Before this Agreement takes effect, it must be recorded with the Office of the Lake County Recorder.
- B. 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.

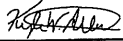
**SECTION 17: PUBLIC ACTION AND RATIFICATION.**

- A. Because there exists a situation where time is of the essence, the parties will have their respective elected officials sign the agreement to make it effective and then ratify it at a subsequent public meeting.
- B. To be effective with a retroactive ratification, the following must occur at a public meeting:
  - 1) The Town Council as the executive and fiscal body of the Town of HIGHLAND, Lake County, Indiana, a Municipal Corporation.
  - 2) The Lake County Council has the fiscal body of the County of Lake, Indiana.
  - 3) The Board of Commissioners as the county executive of the County of Lake, Indiana.


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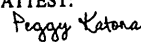
**IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this 19th day of July, 2023.**

**LAKE COUNTY, INDIANA  
BOARD OF COMMISSIONERS:**

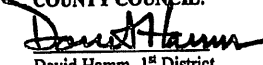
  
\_\_\_\_\_  
Kyle Allen, Sr., 1<sup>st</sup> District

\_\_\_\_\_  
Michael C. Repay, 3<sup>rd</sup> District

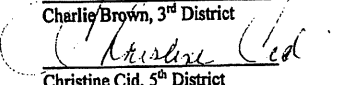
  
\_\_\_\_\_  
Jerry Tippy, 2<sup>nd</sup> District

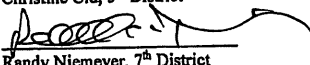
ATTEST:  
  
\_\_\_\_\_  
Peggy Katona, Auditor


**LAKE COUNTY, INDIANA  
COUNTY COUNCIL:**

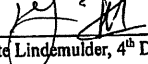
  
\_\_\_\_\_  
David Hamm, 1<sup>st</sup> District

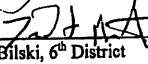
ABSENT  
\_\_\_\_\_  
Charlie Brown, 3<sup>rd</sup> District

  
\_\_\_\_\_  
Christine Cid, 5<sup>th</sup> District

  
\_\_\_\_\_  
Randy Niemeyer, 7<sup>th</sup> District

  
\_\_\_\_\_  
Clorius Lay, 2<sup>nd</sup> District

  
\_\_\_\_\_  
Pete Lindemulder, 4<sup>th</sup> District

  
\_\_\_\_\_  
Ted Bilski, 6<sup>th</sup> District

Signed by Lake County Council on 8/8/2023

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**IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.**

**HIGHLAND, INDIANA  
TOWN COUNCIL:**

\_\_\_\_\_  
Bernie Zemen, Ward 1  
Vice-President

\_\_\_\_\_  
Toya Smith, Ward 2

\_\_\_\_\_  
Mark Schocke, Ward 3

\_\_\_\_\_  
Tom Black, Ward 4  
President

\_\_\_\_\_  
Roger Sheeman, Ward 5

ATTEST:

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

10. Authorizing the proper officer to publish legal notice of a public hearing: A Public Hearing to consider additional appropriations in the amount of \$10,000.00 in the Law Enforcement Continuing Education Fund and \$6,990.00 in the Redevelopment Capital Fund and \$6,000 in the Redevelopment General Fund and \$2,000 in the Corporation General Fund.

If approved, the public hearing will be held on September 11, 2023, at 6:30 P.M. O'clock in the Municipal Building, 3333 Ridge Road, Highland.

Councilor Schocke moved to authorize the publication of a legal notice of a public hearing to consider proposed additional appropriations in the Corporation General Fund in the amount of \$12,000.00, in the Redevelopment General Fund in the amount of \$6,000, in the Redevelopment Capital Fund in the amount of \$6,900, in the Law Enforcement Continuing Education Fund in the amount of \$10,000. Councilor Sheeman seconded.

Discussion: Richard Underkofler asked if the motion couldn't be amended to include the \$10,000 grant the Town received from the Indiana Department of Homeland Security. One the money is received, it will have to be appropriated to be able to spend it. Councilor Schocke modified his motion to include Mr. Underkofler's request.

Upon a roll call vote, there were five (5) affirmatives and no negatives. The motion passed. The proper officer was instructed to advertise for a public hearing to consider the additional appropriation for the Corporation General Fund in the amount of \$2,000.00, in the Redevelopment General Fund in the amount of \$6,000, in the Redevelopment Capital Fund in the amount of \$6,900, in the Law Enforcement Continuing Education Fund in the amount of \$10,000 and \$10,000 in the Corporation General Fund – TC Public Relations Safe Haven Baby Box. The public hearing is to be held September 11, 2023 at 6:30 o'clock p.m. in the Municipal Building, 3333 Ridge Road, Highland.

**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 offering his condolences to the Timmer Family. He said he knew Bill for over twenty (20) years. Bill was one of the first department heads he met. I think, I met Bill, when Mark Herak called me a week after I took office, January seventh or eighth, that there was a fire going on at 4:30 in the morning, and he was picking me up. I was wondering what am I supposed to do? Was I supposed to bring a hose or bucket. When we get to the fire, I met Chief Timmer for the 1<sup>st</sup> time. He was coming out of the burning fire with a little cat. He gives me the cat, so from that day on, I'm known as the save the animal guy. He shared a story about the flood. We're trying to get through to WJOB and we're having no luck getting through. People are calling into WJOB on why the Town officials weren't responding. So Chief Timmer and I go to WJOB the next Monday and find a locked door. So, we kick in the door to get in there and here comes Jim Dedlow running out wanting to know what we are doing. Both he and I are saying a few F bombs. Now realize, this is all taking place on live radio. We square off and are starting to go at it. Chief Timmer comes up from behind me and grabs me from behind, while Dedlow is still coming after me. Again, my condolences to the Timmer family. Chief Timmer was just a wonderful person especially in a time of a crisis. There was no better person to get things organized.

Councilor Zemen then recognized Ken Mika, Building Commissioner who said the only item on this Wednesday's Plan Commission docket is to approve the minutes from last month's Plan Commission Meeting.

**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 offering her condolences to the Timmer Family and sharing a story about her first meeting with Chief Timmer. When I first came to the Council, Chief Timmer made me to feel so welcomed. At other times, he would simply call me to check on me and see how I was doing. He definitely will be missed.

Councilor Smith then acknowledged Ken Mika, Building Commissioner who said the BZA will be meeting in two (2) weeks and it will be a continued public hearing, referencing a use variance.

Councilor Smith then acknowledged Mark Knesek, Public Works Director who said the passing of Chief Timmer is a huge loss for the Town of Highland. Chief Timmer was a good friend and someone who I would talk with all of the time. He was a great leader for the fire department. It will be very tough to replace him and if we get someone just half as good, we'll be doing great. He then began talking about Community Crossings. The contractor started on Delaware today, pulling a bunch of corners but pulled off when the heavy rains came. They'll complete all the corners, making them handicap accessible before going back and milling the streets. Depending on the weather, they should have all the streets milled and paved by the middle of November. The last storm we had a few weeks ago, the guys spent 10 hour days picking branches up. We had 2 chippers out and 2 dump trucks with back hoes, loading branches and hauling away debris. This past Saturday, we finally finished

the entire town. And with today's wind and rain, many of the branches cracked by the earlier storm came down.

The Clerk-Treasurer shared the story that Mark Knesek's brother was the Fire Chief in Munster who died unexpectedly from a heart attack.

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

Councilor Schocke began by offering similar sentiments as Councilor Zemen and Councilor Smith offered. He said I feel terrible for the Timmer family. When I first started here 4 years ago, within the first 2 months we had a pandemic on our hands that nobody knew how to deal with. Chief Timmer called me immediately when we realized the gravity of the situation, as I was Town Council President. So, he called a meeting of all the Department heads, the Council, members of the School Board and the like. We all showed up to the Central Fire Station and just brainstormed and came up with a game plan on how to keep government open. We analyzed the dangers we were facing and what were the risks. He was the leader. He really was the leader of that emergency situation as he was the only one who really knew how to deal with it. He really took charge in that crazy time and gave me the guidance that I really did needed as a guy that had been in charge for a whole 2 months. I'll never forget that within that same time period, I had twin 4 year olds at home and there was a Saturday when they put on their fire department gear, grabbed my cell phone and dialed Chief Timmer because they wanted to have a ride in a fire truck. I immediately apologized to the Chief and told my 4 year olds that they couldn't do that. He was a great family guy. I've coached Biddy basketball for the past 3 years at Lincoln Center and every Saturday I would see him there watching his grandkids playing. I know his son Matt is a coach on the same level of Biddy Basketball as I, so we'd run into each other he always had a smile on his face and a great attitude. It is going to be difficult boots to fill. Our thoughts and prayers during this difficult time and a lot of appreciation for everything that he's given to this town.

Councilor Schocke then acknowledged Park Superintendent Alex Brown who reiterated what Clerk-Treasurer Mark Herak said regarding this weekend being the 2<sup>nd</sup> Annual BBQ Fest. In addition to the BBQ Fest, this Thursday night, the Highland Athletic Booster Club is holding their tailgate party at Main Square Park. He said this Saturday at Lincoln Center is a big sold out garage sale, followed on Sunday by a big AAU basketball tournament. This weekend we've got a senior trip leaving Monday, a full bus load of seniors going to Baltimore and Annapolis, Maryland, and some other places. On Monday, the park department's fall brochure will hit the streets listing all their fall programs. Our park crew is short staffed right as we've got one guy out on workers camp, another one that's in the hospital having some testing done and we had somebody quit on us abruptly and all the college kids left this last Friday. There is a lot going on we're trying our best we can do to keep up. He then offered his condolences to the Timmer family. He said at some point early in my career, all three (3) of he Timmer children worked the park department, Matthew, Melissa and Jessica worked for us. As a department head for 26 years, I worked closely with Bill and he'd

be the first one to tell you that all the department heads work together as a team, all the time. We definitely lost a very, very valuable member of our team and I'm going to miss him. .

- **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 saying no doubt the Town has had a great loss today. I met Chief Timber about 5 years ago and like everybody has said, he welcomed me on the council. He was very friendly and informative. As liaison to the fire department, we would have breakfast once a month at Les Brothers. We didn't really talk about the fire department that much. We talked about kids and family and faith and maybe a little politics in there. But I really got to know Bill as a person and he was just a wonderful and warm person. His knowledge was uncompromised. He's been a fireman for over 45 years, 30 years as Chief. He's well respected by everywhere. He knew the state fire marshal personally and many people around the state asked Bill for his advice on different things. My only regret to be honest with you is that the new fire engine is not here yet to honor him. I can tell you, as a person, I got to love him. We got along Great! He was a wonderful man. We had great conversations about our children. The funniest incident I ever had is we're having breakfast one morning and of course, he always had his walkie talkie with him or whatever you call his radio and he gets a call and says I gotta go, can't finish my breakfast. He looks at the address and says it right behind my house. I rode in his chief's car to the fire and I went into the building and worked with the fireman and got a first hand knowledge of fighting fires. There will be details coming out about services in the next couple of days. I'm sure there'll be a long line of people who wanna give their last respects to him because he certainly deserved it and will be missed. He added when covid hit and we had our daily updates and Chief Timmer was on every call. Once covid died down and the need to meet daily ended, the Chief suggested that a member of the Council and the departments heads continue to meet weekly to discuss issues pertinent to the Town which led to our weekly Thursday staff meetings. He actually made the Town work better by organizing the department heads. He was a great leader.

Councilor Sheeman then called upon Ralph Potesta, Metropolitan Police Chief who said I've been here for 34 years, not as long as some of you guys have known Chief Timmer but he's gonna be missed. Just his personality, his presence, the knowledge he had on fire scenes is gonna cause a huge hole. As for activity within the Police Department, we haven't had anything significant, knock on wood as far as crime. Calls have remained steady. We've been pretty busy but fortunately nothing major. Just a quick update on our new hires. We've got four (4) in field training right now. They're just about done with 3 in their final week. We got one, we want to polish up a little bit but he's gonna be fine. We're gonna hold him over for a week or two (2). He'll be fine, So basically, in about 2 weeks, we're gonna have 4 new officers on the road on their own. Once this happens, this will allow us to put another officer into the

detective bureau. Tiffany Perez, our female officer, is going to be going up there. She's pretty excited about that and I know Lee and Frank are excited as well. We've got 5 in the police Academy and they are into their third week. I'm told that they are doing well. Once they're finished with the academy, they'll start the field training program but don't expect to see them on the road by themselves until next spring. With school starting, you'll see a heavy police presence in the school zones patrolling, especially in the area between 41<sup>st</sup> and Lincoln Street on Kennedy Avenue as we have a huge speeding issue when the kids are going and coming from school. Safety of the kids is our number one priority at that time of the year.

Busy but nothing significant

I'll have a July report for the next Study Session...we're not quite done tallying everything up

But quick update on our new hires:

4 in field training now are about done

3 <sup>ARE IN</sup> ~~will be going into~~ their shadow week next week

That's where their training officer rides in plain clothes with the trainee and pretty much just monitors them and lets the trainee handle all calls and traffic stops. Just to make sure they're doing everything that they were taught to do.

This is the last step before they are released on their own

We have one trainee that we want to polish up a little bit – he'll be fine – we just want to make sure he's 100% before he's released. He may be a week or 2 past that

So basically in the next few weeks we should have 4 new officers on the road.

This will allow us to put another body in our detective bureau which has been short staffed for several months.

5 officers in the police academy are in their second week and all reportedly doing well.

Once they're out they too will go thru the field training program here

So we don't expect to see them on their own until early next spring.

School is starting...be prepared to see us heavily patrolling the school zones as we have always done.

Watch that area on Kennedy Avenue between Lincoln and 44<sup>th</sup> before and after school - *Speed issue there*

We will be out there patrolling that school zone and we will be writing tickets

*Safety of our kids is our #1 priority*

Councilor Sheeman then recognized IT Director Ed Dabrowski who said he turned in his service report to the Clerk-Treasurer. He added things are working and if things break, I fix them. Hopefully, things will continue to keep working. He then offered his condolences to the Timmer Family. I've known Chief Timmer, as long as, a lot of people here even before I was affiliated with the town. Just through going to the open houses with my children. He then mentioned the County's E-911. In the past, each municipality had its own dispatch center. It was really haphazard and no uniformity

between Towns and even worse when all the dispatching was transferred to County. Chief Timmer was pretty influential in standardizing policies for Lake County's E-911. County E-911 was a very controversial thing 15 years ago and unfortunately, we have to call 911. It's a lot more orderly now. He was very respected in the county area. He was a resource not only for Highland but also in the county organizations and the management of services.

For the week beginning July 24th through August 12th, there were 31 tech calls for service. Five (5) were from the police department, seven (7) from the Clerk-Treasurer's office, three (3) from Public Works, four (4) from Parks, one (1) from the Fire Department, two (2) from Redevelopment, four (4) from Building and Inspection and five (5) town wide. Luckily, most of them were low in nature, with 2 being medium. There were one and a half (1-1/2) hours spent in that time period on just basic administrative duties. There were no hours spent in training.

	7/24/2023	7/10/2023
	8/12/2023	7/23/2023
<b>CT</b>	7	6
<b>PD</b>	5	4
<b>PW</b>	3	2
<b>Parks</b>	4	2
<b>Bldg</b>	4	4
<b>Fire</b>	1	0
<b>Redev</b>	2	1
<b>Town</b>	5	4
	31	23
<b>High</b>	0	0
<b>Medium</b>	2	0
<b>Low</b>	29	23
		Budget Process
		1.5 hrs Admin Duties
		Some issues with old
		building dept database

Councilor Sheeman then proposed having a hometown heroes banner made for Chief Timmer. He said in the interim that Assistant Chief Mike Pipka will assume the role of

Fire Chief and Building Commissioner Ken Mika will assist in the Administrative things that need to be done.

The Clerk-Treasurer indicated that the family was considering using the Central Fire Station for his visitation and service.

- **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 offering his condolences to the Timmer Family. He said he and Bill had known each other for a number of years prior to him joining the Council. We have some shared friends and I've gotten to know him that way, but I really got to know him on a personal level after joining the Council. Once on the Council, he sat down with each of us, one by one, and introduced himself and introduced us to some of the procedures of the Fire Department. He was always there when we needed him and he would periodically reach out to us to see how we were doing or if he had some information he thought we needed to know. He was a team player. He relayed the Chief's involvement when it came to covid supplies. The Chief formed a team throughout County to try attain and stock pile ppe, with Highland being stock piled first. He then talked about a dog mauling that took place this past week in Highland. He offered his condolences for the individuals whose dogs died in the attack. He offered best wishes to all those who were injured in the attack. He said he asked the Clerk-Treasurer to place on the August 21<sup>st</sup> study session the ordinances as they pertain to dogs so the Council can review them.

Councilor Black then recognized Redevelopment Director Maria Becerra, whose husband has been a long time member of the Highland Fire Department with over thirty years of experience, put her hand to her heart and said, I'm at a loss of words but wanted to extend my condolences to Bill's wife Bonnie and the rest of his children.

He then acknowledged HCCE President, Linda Carter who thanked Councilor Zemen and Council Black for being in the dunk tank for the upcoming BBQ Fest. She said everything is ready to go for this weekend.

He then asked the Clerk-Treasurer if he had any comments. The Clerk-Treasurer offered his condolences to the Timmer family and shared the first time he met Bill Timmer. It was when Chief Timmer was a senior at Valpo and I was a freshman. Chief Timmer was friends with the RA from my floor and that's when I first met Chief Timmer. He added, when it came to fire scenes, you wouldn't find a better statistician than Chief Timmer.

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.

Before comments from visitor's or residents, Town Attorney Reed advised that the dog mauling was an on-going investigation and charges have been filed and he asked for no further comments as he didn't want to jeopardize the investigation. He said he had lunch with Chief Timmer last Friday as they were talking about the ambulance contract. They were planning on meeting with Superior where the Chief would be the good cop and Attorney Reed the bad cop.

**Comments from Visitors or Residents:**

Linda Carter, Highland, said she didn't know the Chief very well but the times I asked for help with any of the events, he was always there to answer any questions. She offered her condolences to the Timmer Family

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 26, 2023 through August 15, 2023**. Councilor Schocke seconded. Upon a roll call vote, there were five (5) 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 26, 2023 to August 15, 2023 in the amount of **\$870,634.51**.

**General Fund, \$456,901.28; MVH Fund, \$37,135.27; LAW Enforcement Continuing Education, Training and Supply Fund, \$2,612.68; Information and Communications Technology Fund, \$12,876.69; LR&S, \$14,619.70; Special Events, \$9,696.12; MCCD, \$5,477.00; Gasoline Fund, \$23,620.10; Public Safety Income Tax, \$13,320.00; Community Crossing Grant, \$3,753.45; Police Pension, \$67,695.40; Insurance Premium, \$222,926.80.**

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

**GENERAL, \$284,446.49**

**PAYROLL DOCKET FOR PAYDAY OF JULY 28, 2023:**

**OFFICE OF CLERK-TREASURER, \$15,846.48; BUILDING AND INSPECTION DEPARTMENT, \$10,772.83; METROPOLITAN POLICE DEPARTMENT, \$121,789.98; PUBLIC WORKS**

DEPARTMENT (AGENCY), \$73,939.61; FIRE DEPARTMENT, \$5,113.85 AND INFORMATION AND TECHNOLOGY DEPARTMENT, \$4,009.55; TOTAL PAYROLL: \$236,472.30.

**PAYROLL DOCKET FOR PAYDAY OF JULY 28, 2023 BY FUND:**

**TOTAL PAYROLL BY FUND: \$78,934.17**

Payroll Docket for payday of July 28, 2023:

Boards & Commissions. \$10,760.07; Police Pension, \$67,587.76;  
Total Payroll: \$78,347.83.

Fire Department Quarterly

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

Total Payroll by Fund: \$36,697.12

Payroll Docket for payday of July 28, 2023:

Total Payroll: \$34,089.27

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, August 14, 2023, adjourned at 7:35 O'clock p.m.

Mark Herak  
Clerk-Treasurer

Approved by the Town Council at its meeting of August 28, 2023.