

Enrolled Memorandum of the Meeting

Study Session/Meeting (Convened Electronically/Hybrid)
Twenty-Ninth Town Council of Highland
Monday, August 21, 2023

The Twenty-Ninth Town Council of the Town of Highland, Lake County, Indiana met in a study session on **Monday, August 21, 2023**, at 6:30 O'clock P.M., in the regular place, the Highland Municipal Building, 3333 Ridge Road, Highland, Indiana.

*This meeting was convened as both an in person and an electronic meeting. Some persons were participating remotely on a Zoom platform that allowed for real time interaction between and among all of the Town Council and supported the public's ability to observe and record the proceedings. People were able to participate in person and remotely, allowing for all councilors to be simultaneously seen and heard. When the agenda item provided for public comment, this was supported as well. Councilor Zemen, Councilor Toya Smith, Councilor Mark Schocke, Councilor Tom Black, Councilor Roger Sheeman all participated in person.

The meeting was streamed live on the Town of Highland, Indiana Facebook page and participation was supported by the Zoom on-line communication platform.

Silent Roll Call: Councilors Bernie Zemen, Toya Smith, Mark Schocke, Tom Black, Roger Sheeman, were present in person as indicated. The Clerk-Treasurer, Mark Herak was present to memorialize the proceedings. *A quorum was attained.*

Officials Present: Redevelopment Director Maria Becerra; Metropolitan Police Chief Ralph Potesta, IT Director Ed Dabrowski were in person.

General Substance of Matters Discussed.

- x. Discussion: Appointments.
- **Statutory Boards and Commissions**
 - Executive Appointments (May be made in meeting or at another time)*

Regional Statutory Commissions or Boards

1. **Economic Development Commission.** (1) Appointment to be made by the municipal executive, but requiring nomination from the Town Council. Term ends just before February 1st. *(Currently vacant)*
 - a. Nomination by the Town Council. *(The council would pass a motion to nominate.)*
 - b. Appointment by executive. *(If nominee is acceptable, the Town Council President may appoint.)*

Home Rule Boards and Commissions

2. **Community Events Commission** *Multi-Year position:* (1) appointment to be made by the Town Council President. **Term: 4 years.**
Currently serving: *Jacqui Herrera, Sandy McKnight*
3. • **Tree Board:** (1) appointments, to be made by the municipal executive, but requiring nomination from the Town Council. (*Position currently held by Natalie Stromberg.*)
 - a. Nomination by the Town Council. (*The council would pass a motion to nominate.*)
 - b. Appointment by executive. (*If nominee is acceptable, the Town Council President may appoint.*)
4. **Municipal Plan Commission** (1) (vacancy) appointment to be made by Town Council President. (*Note: Unexpired term of Hunter Balczo, Esq., (D), term ending 1st Monday January 2025) No more than two of any party. Current composition is 2 Republicans, 1 Democrat.*)
5. **Redevelopment Commission:** (1) appointment to be made by Town Council President. (*Note: vacancy created by the resignation of Bill Leep – term expires 1st Monday in 2024*)
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.

Legislative Appointments

Regional Statutory Commissions or Boards

Home Rule Commissions

1. **Main Street Bureau Board:** (17) appointments to be made by the Town Council. Term: Two years ending 1 Jan 2023. *There are currently 11 of the 17 in place and serving. Currently serving are Teri Yovkovich, Rhonda Bloch, Alex Robertson, Renee Reinhart, Diane Barr- Roumbus, James Roumbus, Sandy McKnight, Al Simmons and Ben Reinhart, Sandy Ray and Kathy Smailis..*
3. **Community Events Commission** *Multi-year positions:* (4) appointment to be made by the Town Council. **Term: 4 years.** (*Note: Currently vacant*)

Single year positions: (1) appointment to be made by the Town Council. **Term: 1 year.** (*Note: Currently serving, Jack Rowe, Carol Parker, Linda Carter, Rachael Carter, Maria Armagast, Michelle Coon and Erica Fizer Katepas*)

- x. **Discussion:** Mad Bomber Fireworks Productions proposal to supply fireworks for the Town's 4th of July Celebration and its New Year Eve's fireworks.

The Clerk-Treasurer passed out the quote from Randy McCasland, Director of Operations for the Mad Bomber. He advised the Council that the price went up in 2024 from \$35,000 to \$42,500. He wanted direction from the Council whether he should put in on the agenda for the August 28th meeting or does the Council want to go out and seek other proposals?

Councilor Zemen said he had talked to representatives of the Mad Bomber and that they anticipated pricing to double so he was pleased it only went up \$7,500.

Councilor Schocke wanted to know if the cost was inclusive of both the 4th of July and New Year's Eve. He was advised it was.

Council President Black advised to put the proposal on the Council's August 28th meeting.

- x. **Discussion:** Board of Sanitary Commissioners Rate Ratification. The Board of Sanitary Commissioners at its Regular Meeting of 1 August 2023 did introduce and set for a hearing Sanitary District Resolution No. 2023-17: A Resolution Modifying and Establishing User Fees for the Management of Stormwater pursuant to IC 36-9-25 Et SEQ. The public hearing on the introduced Resolution and fees was conducted on August 15, 2023. There were no remonstrances filed. The Board passed and adopted Resolution No. 2023-17 on August 15, 2023. For the user fees to take effect for all partially or fully taxable properties, the legislative body must approve the rates by ordinance, pursuant to IC 36-9-25-9(c).

The Clerk-Treasurer explained that this topic was actually discussed extensively at the Council's August 7th study session. Since the study session, the Clerk-Treasurer put it into Ordinance 1785 for the Council's consideration at its August 28th meeting. Nothing has changed from the original discussion as explained the Clerk-Treasurer to the Council. The storm water fee that currently appears as a monthly charge on the person's utility bill and be removed and placed on the resident's property tax bill. The amount owed will remain the same. The advantage to the Town, which should net an additional \$300,000 annually in revenue is that those parcels who don't receive a utility bill or are exempt properties (Nipsco or the railroads) and don't receive a utility bill will now receive a storm water bill as part of their property tax. If the resident doesn't pay the storm water fee, a lien can be placed on their property.

(a) **Proposed Ordinance No. 1785:** An Ordinance to Amend Chapter 12.25 of the Municipal Code regarding modifying and establishing user fees for the Management of Stormwater pursuant to IC-36-9-25 Et Sequitur.

ORDINANCE No. 1785
of the

TOWN of HIGHLAND, INDIANA

An Ordinance to Amend Chapter 12.25 of the Highland Municipal Code Regarding Modifying and Establishing User Fees for the Management of Stormwater 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 15, 2023, passed and adopted its Resolution No. 2023-17 recommending desirable and necessary changes to Chapter 12.25 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 12.25 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 Chapter 12.25 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 Chapter 12.25, which shall read as follows:

Chapter 12.25
STORM WATER MANAGEMENT

Sections:

- 12.25.010 Definitions.**
- 12.25.020 Stormwater Utility Billing.**
- 12.25.030 Stormwater Utility User Fee.**
- 12.25.040 User Fee Structure.**
- 12.25.050 Billings and Terms of Payment.**
- 12.25.060 Exempt Properties.**
- 12.25.070 Appeals of Fee Determinations.**
- 12.25.080 Compatibility of provisions**

12.25.010 Definitions

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning. They shall be complementary to and not contradictory of the definitions set forth in this section.

BOARD: The board of sanitary commissioners of the Sanitary District of Highland, Indiana, or any duly authorized officials acting on its behalf.

CODE: Town of Highland Municipal Code.

COUNTY REGULATED DRAIN: Part of the stormwater conveyance system under the jurisdiction of the Lake County Drainage Board, including certain ditches, tiles, and sewers.

DISTRICT: The Sanitary District of Highland, acting by and through its Board of Sanitary Commissioners.

DRAIN: Any separated storm sewer, tile, ditch, stream, swale or other stormwater conveyance, channel or conduit.

EXEMPT DRAIN: Drains that are regulated by the Lake County Drainage Board.

IMPERVIOUS AREA: Real property that has been paved and/or covered with buildings and impervious materials which include, but are not limited to, concrete, asphalt, rooftop, blacktop and compacted gravel, such that the natural infiltration of water into the soil is prevented.

INFILTRATION: A process by which stormwater percolates into the ground.

LOT/PARCEL: A part or portion of land having a distinct legal description that is formally set forth in a conveyance instrument.

PROPERTY CLASS CODE: A three-digit land use code number generated from the Lake County Assessors offices used to differentiate properties' use and primary purpose. For purposes of the Town's Stormwater Utility User Fee, this property class code will be used to determine each parcel's monthly user fee.

PUBLIC STORMWATER FACILITIES: The various stormwater and drainage works under the control and/or ownership of the Town and/or the District, Lake County, state of Indiana or federal government which may include inlets, conduits, pipes, pumping stations, manholes, structures, channels, outlets, retention or detention basins, swales or other structural components and equipment designed to transport, move, hold, treat or regulate stormwater.

RETENTION: The holding of stormwater runoff in a constructed basin or pond or in a natural body of water without release except by means of evaporation, infiltration or emergency bypass.

SEWAGE WORKS: Shall have the same meaning as defined in IC 36-9-1-8.

STORM SEWER: A sewer designed or intended to convey only stormwater, surface runoff and drainage, and not intended for sanitary sewage and industrial wastes other than unpolluted cooling water. The portion of a sewer intended to carry stormwater only, which begins at the grating or opening where water enters said sewer, through the sewer and any other conduits to the outlet structure where water enters a stream, lake, watercourse, ditch or combined sewer.

STORMWATER AND STORMW ATER RUNOFF: The water resulting from rains falling or snow or ice melting within a tributary basin, flowing over the surface of the ground or collected in channels or conduits.

STORMWATER SYSTEM: All constructed facilities, structures and watercourses under the ownership and/or control of the Town and/or the District, used for collecting, storing and conducting stormwater to, through and from drainage areas to the point of final outlet, including, but not limited to, any and all of the following: inlets, conduits and appurtenant features, creeks, channels, catch basins, ditches, streams, culverts, swales, retention and detention basins and pumping stations; and excluding therefrom, any part of the system of drains and watercourses under the jurisdiction of the Lake County Drainage Board or under ownership other than the Town and/or the District.

STORMWATER UTILITY USER FEE: A charge imposed on users of the Town's and/or the District's Public Stormwater Facilities and Stormwater System.

STORMWATER UTILITY CUSTOMER/USER: The owner of a lot or parcel of land located within the Town of Highland and or the District.

SUPERINTENDENT: The public works director or a designee acting as the administrative leader of the utility.

TOWN: Town of Highland, Indiana, acting by and through its Town Council.

12.25.020 Stormwater Utility Billing

A Stormwater Utility User Fee shall be imposed on real estate parcels and lots in the Town and/or the District based on the Lake County Property Class Code for real property within the Town and/or the District, according to the service address for each parcel or lot's taxpayer ID number, which charge shall be assessed against the owner thereof who shall be considered the Stormwater Utility Customer/User.

12.25.030 Stormwater Utility User Fee.

The Stormwater Utility User Fee set forth in this chapter, together with the taxes levied under IC [36-9-25](#) et seq., must at all times be sufficient to produce revenues sufficient to pay operation, maintenance, and administrative expenses of the sanitary district and sewage works, to pay the principal and interest on bonds of the sanitary district and sewage (storm water/wastewater) works as they become due and payable, and to provide money for the revolving fund authorized.

12.25.040 User Fee Structure

For the period beginning **January 1, 2024** and continuing thereafter, the following fees and charges are in effect:

For the purposes stated herein, there is hereby assessed a Stormwater Utility User Fee to each Stormwater Utility Customer/User within the corporate limits of the Town and/or the District in an amount as determined pursuant to the table below. Properties within the Town and/or the District will be assigned the following monthly user fees:

USER FEE TABLE

Property Class Code	Description	Monthly Fee
100-199	Agriculture	
	Category 1 (0.0000-20.0000 acres)	\$8.00
	Category 2 (Over 20.0000 acres)	\$16.00
300	Industrial Vacant Land	\$8.00
301 - 399	Industrial	
	Category 1 (0.0000-0.2500 acres)	\$16.00
	Category 1 (0.2501-0.7500 acres)	\$64.00
	Category 1 (0.7501-2.2500 acres)	\$192.00
	Category 2 (Over 2.2500 acres)	\$320.00
400	Commercial Vacant Land	\$8.00
401 - 499	Commercial	
	Category 1 (0.0000-0.3000 acres)	\$16.00
	Category 1 (0.3001-0.9000 acres)	\$64.00
	Category 1 (0.9001-2.7000 acres)	\$192.00
	Category 2 (Over 2.7000 acres)	\$320.00
500	Residential Vacant Land	\$8.00
501 - 515	Residential One Family	\$16.00
520 - 525	Residential Two Family	\$32.00
530 - 535	Residential Three Family	\$48.00
550	Residential Condo	\$16.00
599	Other Residential Structures	\$16.00
600 - 699	State, County, Municipal, Township, School, Library, Church, Cemetery and Other Exempt Properties	
	Category 1 (0.0000-1.2000 acres)	\$16.00
	Category 1 (1.2001-3.6000 acres)	\$64.00
	Category 1 (3.6001-10.8000 acres)	\$192.00
	Category 2 (Over 10.8000 acres)	\$320.00
800 - 875	Utility, State Assessed LHP, Railroad, Pipeline and Telephone	
	Category 1 (0.0000-2.4000 acres)	\$16.00
	Category 1 (2.4001-7.2000 acres)	\$64.00
	Category 1 (7.2001-21.6000 acres)	\$192.00
	Category 2 (Over 21.6000 acres)	\$320.00

The Board will re-evaluate the fee schedule if there is a new property class code added to the Assessments in the Town and/or the District. As new property class codes are added, an appropriate user fee will be set and charged.

12.25.50 Billings and Terms of Payment.

(A) Billings. All Stormwater Utility User Fees shall be charged and collected by means of the Lake County Treasurer's Property Tax Bill and distributed to the Stormwater Utility as such.

(B) Terms of Payment. The Stormwater Utility User Fee shall be due on the same payment date as the due date stated on the Lake County Treasurer's Tax Bill. It shall be a violation of this Ordinance to fail to pay a Stormwater Utility User Fee when due. All bills for stormwater user fees not paid on or before the due date, shall be subject to a collection or delinquent payment charge as imposed by the Lake County Treasurer and shall be reflected on the Lake County Treasurer's Tax Bill.

(C) Collection. Failure to pay a Stormwater Utility User Fee included in the Lake County Treasurer's Tax Bill may result in property and or land being made eligible for the Lake County Treasurer's Tax Sale. Delinquent Stormwater Utility User Fees may be collected in a civil action by the Town and/or the District or Lake County Treasurer, and the Town and/or the District or Lake County Treasurer shall be permitted to also collect its reasonable attorney's fees and Court costs incurred in connection with such collection efforts.

12.25.060 Exempt Properties.

Federal State, Town and County Roadways. Streets, roads and highways and bike paths owned by Federal, State, Town and/or County authorities shall be exempt from the Stormwater Utility User Fee. They form an integral part of the Stormwater System. These Primary elements of the drainage system yield community-wide benefits and are installed to service the general public's interests.

12.25.070 Appeals of Fee Determinations.

If a Stormwater Utility Customer/User determines that the user fee assigned to said user's real property is incorrect due to an error in the property's classification code, said Stormwater Utility Customer/User shall have the right to appeal.

(A) The Stormwater Utility Customer/User shall obtain and complete a petition to appeal stormwater assessment form ("Petition") which, after being fully completed, shall be returned to the Town of Highland clerk-treasurer together with any documentation supporting the appeal.

(B) The Superintendent shall investigate the appeal and, upon review thereof, shall render a written determination to the Board and the Stormwater Utility Customer/User that either the original user fee determination should be affirmed, or the Stormwater Utility User Fee should be adjusted in accordance with the Petition.

(C) If a petition to appeal is denied, said determination shall be forwarded to the Stormwater Utility Customer/User by certified mail, return receipt requested. The Stormwater Utility Customer/User shall then have thirty (30) days from the date of mailing of said determination to request reconsideration of the Superintendent's decision by the Board. Any additional facts concerning the appeal shall be submitted in writing to the Board, along with a copy of the original Petition and supporting documents. The Superintendent shall submit a written report to the Board regarding the reasons for the Superintendent's determination in the case, along with any documents used in denying the appeal.

(D) Thereafter, the Board shall review all documentation and, if requested in writing by the Stormwater Utility Customer/User, conduct a hearing to determine and resolve the appeal. Such hearing will be scheduled by the Board and the Stormwater Utility Customer/User will be notified by certified mail of the date of such hearing, which notice shall be received by the Stormwater Utility Customer/User at least seven (7) days prior to the date of such hearing. Whether or not a hearing is held, a written opinion shall be rendered by the Board within forty five (45) days after the hearing or submission of documentation if no hearing is conducted. The written opinion of the Board shall constitute the final determination of the District. The hearing before the Board shall be electronically recorded and, if requested by the Stormwater Utility Customer/User, a transcript of the hearing shall be provided to the Stormwater Utility Customer/User. The Stormwater Utility Customer/User will be charged a cost per page as from time to time determined by the Board in accordance with applicable law as amended from time to time.

(E) A Stormwater Utility Customer/User aggrieved by the final Board determination shall have the right to judicial review of such determination in

accordance with applicable Indiana law. Any judicial review must be filed with a court of competent jurisdiction within thirty (30) days of the date of the Board's determination.

(F) If a reduction is ordered by the Board or any Court of competent jurisdiction, the Stormwater Utility Customer/User shall be credited accordingly for any overpayment made from the date of the Petition.

(G) Dispute or appeal of a user fee shall not be a valid reason for nonpayment of the originally assessed Stormwater utility User Fee by the Stormwater Utility Customer/User.

12.25.080 Compatibility of provisions.

The provisions of this chapter shall be considered a companion to the rates and charges as well as the associated rules and regulations in effect for the waste water management function of the district.

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 January 1, 2024 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 August 1, 2023. The resolution was ordered for a public hearing on August 15, 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 28th day of August 2023. Consideration on same day or at same meeting of introduction sustained a vote of ___ in favor and ___ opposed, pursuant to IC 36-5-2-9.8

DULY ORDAINED and ADOPTED this 28th Day of August 2024 by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of ___ in favor and ___ opposed.

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

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

Attest:

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

- x. **Discussion:** The renewal status of the group health insurance for the municipal employees and the Clerk-Treasurer for FY 2024. The Plan is offering a new \$2,500 PPO (Plan 6) for 2024. Highland currently offer 2 plans, \$500 PPO Plan 1 and a \$3,200 HDHP Plan 7. The deductible had been \$3,000 but IRS deductible requirements forced it to be raised to \$3,200. Highland's 2024 renewal rate is 6.5%. If Highland had not been part of the Trust, Highland's rate would have gone up 10.1%. The Council needs to adopt (whatever Plan(s) they select) at their September 11, 2023 Plenary Meeting, as we have to notify the Trust by September 15, 2023. All the Plans and options will be presented at the study session.

The Clerk-Treasurer began by going over a slide presentation, reminding the Council that a decision has to be made by the 15th of September, which means the Council has to take action by their next plenary meeting which is the 11th of September. He also said the Aim Medical Trust offers many plans. Highland currently offers 2 plans to its' employees a \$500 PPO Plan and a High Deductible HSA with a maximum out of pocket to the employee with single coverage of \$3,200. The increase for the Town is 2024 is 6.5%. Attached, is a comparison to the current rate for both plans and the effect of the 6.5% increase.

Medical & Rx Plan Comparison

Highland	Current Medical Plans				Renewal Medical Plans			
	\$500 PPO Plan 1		\$3,000 HDHP Plan 7		\$500 PPO Plan 1		\$3,200 HDHP Plan 7	
	IN	OON	IN	OON	IN	OON	IN	OON
Provider & Network	ChoicePlus		ChoicePlus		ChoicePlus		ChoicePlus	
Annual Deductible								
Individual	\$500	\$1,000	\$3,000	\$6,000	\$500	\$1,000	\$3,200	\$6,000
Family	\$1,000	\$2,000	\$6,000	\$12,000	\$1,000	\$2,000	\$6,400	\$12,000
Plan Coinsurance								
Paid by Plan (after ded. is met)	80%	60%	100%	80%	80%	60%	100%	80%
Paid By Individual (after ded. is met)	20%	40%	0%	20%	20%	40%	0%	20%
Annual Out of Pocket Maximum								
Individual (after ded./coins. is met)	\$3,000	\$6,000	\$3,000	\$8,500	\$3,000	\$6,000	\$3,200	\$8,500
Family (after ded./coins. is met)	\$6,000	\$12,000	\$6,000	\$17,000	\$6,000	\$12,000	\$6,400	\$17,000
Copayments (paid by individual)								
PCP Office Visit (Premium)	\$15	40%	0%	20%	\$15	40%	0%	20%
PCP Office Visit (Non-Premium)	\$25	40%	0%	20%	\$25	40%	0%	20%
SCP Office Visit (Premium)	\$30	40%	0%	20%	\$30	40%	0%	20%
SCP Office Visit (Non-Premium)	\$50	40%	0%	20%	\$50	40%	0%	20%
Virtual Visit	\$0	N/A	0%	N/A	\$0	N/A	0%	N/A
Urgent Care	\$75	40%	0%	20%	\$75	40%	0%	20%
Emergency Room	\$250	20%	0%	0%	\$250	20%	0%	0%
Inpatient Hospital	20%	40%	0%	20%	20%	40%	0%	20%
Wellness Benefit								
Wellness Benefit	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered
Prescriptions (paid by individual)								
Tier 1	\$10	\$10	0%	0%	\$10	\$10	0%	0%
Tier 2	\$30	\$30	0%	0%	\$30	\$30	0%	0%
Tier 3	\$40	\$40	0%	0%	\$40	\$40	0%	0%
Specialty	\$100	Not Covered	0%	Not Covered	\$100	Not Covered	\$0.00	Not Covered
Premiums								
Monthly Premium Rates	Enrolled	Rates	Enrolled	Rates	Enrolled	Rates	Enrolled	Rates
Employee Only	21	\$1,060.02	23	\$893.12	21	\$1,128.92	23	\$951.17
Employee + Spouse	11	\$2,119.97	9	\$1,786.20	11	\$2,257.77	9	\$1,902.30
Employee + Child(ren)	5	\$2,014.00	2	\$1,696.92	5	\$2,144.91	2	\$1,807.22
Employee + Family	22	\$3,073.98	18	\$2,590.06	22	\$3,273.79	18	\$2,758.41
Total Monthly Premium	\$123,278		\$86,632		\$131,291		\$92,263	
Change vs. Current (\$)					\$8,013		\$5,631	
Change vs. Current (%)					6.5%		6.5%	
Total 12-month premium	\$1,479,332		\$1,039,590		\$1,575,489		\$1,107,161	
Change vs. Current (\$)					\$96,157		\$67,571	
Change vs. Current (%)					6.5%		6.5%	
TOTAL ANNUAL PREMIUM	\$2,518,922				\$2,682,650			
Change vs. Current (\$)					\$163,728			
Change vs. Current (%)					6.5%			



Councilor Zemen asked if we don't normally budget for 10%?

The Clerk-Treasurer said yes but this year the Trust said to expect around an 8.2% which was passed along to the Department Heads and asked them to budget for that amount. If

the Council does nothing else and stays with plans 1 and 7, the new rates would be found in the category labelled in blue. The pricing is as follows:

current	Plan 1	Plan 7
Employee Only	\$1,060.62	\$893.12
Employee & Spouse	\$2,119.97	\$1,786.20
Employee & Child	\$2,014.00	\$1,696.92
Employee & Family	\$3,073.98	\$2,590.06

2024	Plan 1	Plan 7
Employee Only	\$1,128.92	\$951.17
Employee & Spouse	\$2,257.77	\$1,902.30
Employee & Child	\$2,144.91	\$1,807.22
Employee & Family	\$3,273.79	\$2,758.41

Council Black asked if those were annual premiums and he was advised that it was monthly premiums.

The Council asked what percentage of the premiums does the employee pay?

The Clerk-Treasurer explained that it is 1 percent of their base pay, not inclusive of overtime or longevity. The more a person makes, the more their insurance premium is.

Councilor Sheeman said the Town hasn't really increased the Employee's participation since the time he started here. In any company you work for, the cost of health insurance has gone up. It may be time to begin to ask our employees to contribute a little more. 6.5% doesn't seem like much but if you multiply the difference of the increase by the number of employees by 12, that's a lot of money. As the Council is preparing the 2024 budget, you might want to think about having the employees pay a little more. I know you hate doing it but costs keep rising everyone. Just go to the grocery store.

Councilor Schocke said he did some quick math, with 59 employees at an annual premium of \$2.6MM, that's roughly \$45,468 per employee in terms of premiums that the Town is paying and that is a lot. But at the same time, you have to recognize that public sector job pays less, with that being offset by a better healthcare plan.

Councilor Sheeman said that over the last three (3) or four (4) years, we've given our employee raises of three (3) or four (4) percent. I don't necessarily agree with that analysis as I think our employees are fairly paid for what they do.

The Clerk-Treasurer then showed a slide of all the plans offered by the Trust.

Memorandum of Meeting
Monday, August 21, 2023

Renewal Rates Effective on January 1, 2024
Town of Highland



Current 2023 Rates												
	Plan 1	Plan 2	Plan 3	Plan 4	Plan 5	Plan 6	Plan 7	Plan 8	Plan 9	Plan 10	Plan 11	Plan 12
EE	\$ 1,050.02						\$ 931.12					
ES	\$ 2,119.97						\$ 1,786.20					
EC	\$ 2,014.00						\$ 1,690.92					
Family	\$ 3,073.98						\$ 2,590.66					

2024 Rates												
	Plan 1	Plan 2	Plan 3	Plan 4	Plan 5	Plan 6	Plan 7	Plan 8	Plan 9	Plan 10	Plan 11	Plan 12
EE	\$ 1,128.92	\$ 1,074.71	\$ 1,063.12	\$ 971.10	\$ 908.93	\$ 902.05	\$ 951.17	\$ 818.35	\$ 692.43	\$ 707.21	\$ 647.89	\$ 585.91
ES	\$ 2,207.77	\$ 2,076.36	\$ 2,044.18	\$ 1,902.13	\$ 1,877.81	\$ 1,855.14	\$ 1,902.20	\$ 1,636.66	\$ 1,364.92	\$ 1,274.57	\$ 1,209.78	\$ 1,179.78
EC	\$ 2,144.91	\$ 2,096.82	\$ 2,068.69	\$ 1,845.05	\$ 1,818.94	\$ 1,791.00	\$ 1,807.22	\$ 1,554.85	\$ 1,315.09	\$ 1,495.86	\$ 1,200.96	\$ 1,153.21
Family	\$ 3,273.79	\$ 3,154.30	\$ 3,065.58	\$ 2,816.11	\$ 2,807.84	\$ 2,793.81	\$ 2,758.41	\$ 2,379.17	\$ 2,008.14	\$ 2,283.14	\$ 1,878.83	\$ 1,699.10

	2023 Rates	Enrollment	2023 Rates	Enrollment
	Highland 1	Highland 1	Highland 7	Highland 7
EE	\$ 1,050.02	22	\$ 931.12	21
ES	\$ 2,119.97	11	\$ 1,786.20	10
EC	\$ 2,014.00	5	\$ 1,690.92	2
Family	\$ 3,073.98	22	\$ 2,590.66	18

	2024 Rates	Enrollment	2024 Rates	Enrollment
	Highland 1	Highland 1	Highland 7	Highland 7
EE	\$ 1,128.92	22	\$ 951.17	21
ES	\$ 2,207.77	11	\$ 1,902.20	10
EC	\$ 2,144.91	5	\$ 1,807.22	2
Family	\$ 3,273.79	22	\$ 2,758.41	18

Current 2023 expenses	\$ 2,531,641
Projected 2024 expenses	\$ 2,666,196
% Increase in expense	6.5%

8/8/2023

Councilor Schocke asked the maximum out of pocket to an employee with employee only coverage?

The Clerk-Treasurer advised the maximum out of pocket in 2023 was \$3,000 but per new IRS guidelines, it was raised to \$3,200. Because of the increase in the out of the pocket cost to the high deductible HSA, the Clerk-Treasurer asked to Council to look at Plan 2, which raises the maximum out of pocket cost for the PPO from \$500 to \$750.

 2024 PPO Medical and Prescription Plan Options

PLAN HIGHLIGHTS	\$500 PPO Plan 1		\$750 PPO Plan 2		\$1,000 PPO Plan 3		\$1,000 PPO Prim Adv Plan 4		\$1,500 PPO Plan 5		\$2,500 PPO Plan 6	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible												
Individual	\$500	\$1,000	\$750	\$1,500	\$1,000	\$2,000	\$1,000	\$5,000	\$1,500	\$3,000	\$2,500	\$5,000
Family	\$1,000	\$2,000	\$1,500	\$3,000	\$2,000	\$4,000	\$2,000	\$10,000	\$3,000	\$6,000	\$5,000	\$10,000
Coinurance (applied after deductible is met)												
Paid by Insurance	80%	60%	80%	60%	80%	60%	50%	50%	80%	60%	80%	60%
Paid by Individual	20%	40%	20%	40%	20%	40%	50%	50%	20%	40%	20%	40%
Out-of-Pocket Maximum (includes deductible and medical copays)												
Individual	\$3,000	\$6,000	\$3,250	\$6,500	\$3,500	\$7,000	\$6,500	\$10,000	\$4,000	\$8,000	\$5,000	\$10,000
Family	\$6,000	\$12,000	\$6,500	\$13,000	\$7,000	\$14,000	\$13,000	\$20,000	\$8,000	\$16,000	\$10,000	\$20,000
Co-Payments (paid by individual)												
PCP Office Visit (PP/Non-PP)	\$15/\$25	40%*	\$15/\$25	40%*	\$15/\$25	40%*	\$0	50%*	\$15/\$30	40%*	\$15/\$30	40%*
SCP Office Visit (PP/Non-PP)	\$30/\$50	40%*	\$30/\$50	40%*	\$30/\$50	40%*	\$100	50%*	\$30/\$60	40%*	\$30/\$60	40%*
Virtual Visit	\$0	n/a	\$0	n/a	\$0	n/a	\$0	n/a	\$0	n/a	\$0	n/a
Urgent Care	\$75	40%*	\$75	40%*	\$75	40%*	\$50	50%*	\$75	40%*	\$75	40%*
Emergency Room	\$250	\$250	\$250	\$250	\$250	\$250	\$250 + 50%*	\$250 + 50%*	\$250	\$250	\$250	\$250
Inpatient Hospital	20%*	40%*	20%*	40%*	20%*	40%*	50%*	50%*	20%*	40%*	20%*	40%*
Wellness benefit												
	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered
Prescriptions (paid by individual)												
	Tier 3 & Special Deductible \$350 In-Network/\$500 Family											
Tier 1	\$10	\$10	\$10	\$10	\$15	\$15	\$5	\$5	\$20	\$20	\$20	\$20
Tier 2	\$30	\$30	\$30	\$30	\$30	\$30	\$50	\$50	\$40	\$40	\$40	\$40
Tier 3	\$40	\$40	\$50	\$50	\$50	\$50	\$100	\$100	\$60	\$60	\$60	\$60
Specialty	\$100	n/a	\$100	n/a	\$100	n/a	\$250	n/a	\$100	n/a	\$100	n/a

Lifetime maximum is unlimited for all plan options.

Notes:
*After deductible
Medical and prescription copayments accumulate towards the out-of-pocket maximum.
Premium rates are calculated for non-municipal members based upon underwriting requirements set forth by the Indiana Department of Insurance.
PP – Premium Provider Designation
Non-PP – Non-Premium Provider Designation



it's

He said there would be a slight savings to the Town if the Council chose Plan 2 over Plan 1

2024	Plan 1	Plan 2
Employee Only	\$1,128.92	\$1,087.71
Employee & Spouse	\$2,257.77	\$2,175.36
Employee & Child	\$2,144.91	\$2,066.62
Employee & Family	\$3,273.79	\$3,154.30

We are not proposing the change to increase revenue to the Town but to encourage employees to get off of the PPO and go with the high deductible HDHSA.

Councilor Schocke said his wife still has the option of a PPO but last year they looked at switching from the PPO plan to the high deductible HSA plan as he felt his family would be better off economically. He said our family plan out of pocket is so high that we kind of ran the numbers and it made sense to stick with the PPO. He said but I get what the Clerk-Treasurer is trying to say that the high deductible may end up having a more economically impact for most people.

Councilor Sheeman reminded the Council that the Town did a campaign a couple of years ago to get people to convert over to the high deductible. He wanted to know if it was successful?

The Clerk-Treasurer said it was. The Clerk-Treasurer then showed another slide to the Council on what his office was proposing to attract more employees to go to the high deductible. The Clerk-Treasurer is proposing the Town increase their annual contribution for those employees taking the high deductible HSA plan by 2%.

2023 Health Savings Account Town Annual Contribution		With a 2% Increase 2024 Health Savings Account Town Annual Contribution	
Employee	\$ 981.00	Employee	\$ 1,000.00
Employee + Child(ren)	\$ 1,896.00	Employee + Child(ren)	\$ 1,934.00
Employee + Spouse	\$ 1,996.00	Employee + Spouse	\$ 2,036.00
Employee + Family	\$ 2,892.00	Employee + Family	\$ 2,950.00

If the employee doesn't don't have a lot of expenses, the money in their HSA continues to build up. The HSA account is theirs for life, even when they retire or change jobs and can use the accumulated money to pay medical bills. Since IRS rules changed the

maximum out of pocket expense from \$3,000 to \$3,200, we thought it would be nice to increase the Town's contribution to the employee's HSA.

Councilor Sheeman asked what the premium for a family with a high deductible costs the Town on a monthly basis. He was advised the Town pays \$2,758.41 per employee on the family plan. He then asked what was the employee's contribution and was told its 1% of the employee's base pay, not inclusive of overtime or longevity. He then said, we are going to be paying 6.5% more.

Councilor Schocke said he hadn't crunched the numbers but is there a way we can offer incentives even more than the 2% to get our employees to switch over to the high deductible HSA plan? It would be kind of good for everybody if we could convert more people to the high deductible plan.

The next slide shown by the Clerk-Treasurer showed the various savings talked about this evening. If the 22 employees currently on the PPO Plan 1 converted to PPO Plan 2, the Town would save roughly \$10,879. If those same 22 employees, converted from PPO Plan 1 to high deductible HSA, the annual savings to the Town would be \$46,000.

2024 Premiums example

PPO Plan 1 Employee only	PPO Plan 2 Employee only	22 Employees on PPO Plan 1 if we move to Plan 2
\$1,128.92	\$1,087.71	\$10,879.44 annual savings
PPO Plan 1 Employee only	HDHP Plan 7	22 Employees on PPO Plan 1 if they move to Plan 7 HDHP
\$1,128.92	\$951.17	\$46,926.00 Annual Savings

The Clerk-Treasurer said he would try to run the numbers to find maybe that sweet spot Councilor Schocke was referring to that as the employees run the numbers for the high deductible they could save themselves and the Town a lot of money. The employees would have more money in their piggy bank to put towards their deductible. He

reminded the Council that a decision has to be made at their September 11th plenary meeting.

2024 Final Aim Medical Trust Renewal



August 18, 2023

Highland

The Aim Medical Trust remains committed to serving the health care needs of Indiana Cities and Towns. The Board of Trustees and your Aim Medical Trust staff are excited to share the final 2024 renewal information with all of our members. The Board of Trustees does not take their fiduciary responsibility lightly in protecting the financial integrity of the Trust while offering competitive benefit plans and excellent customer service for the 59 participating municipalities.

We are excited to share that the 2024 Trust overall renewal is +4.1% vs. current. The minimum Member renewal action is +2.1% and the maximum is +8.1%.

The 2024 Renewal for Highland is 6.5%.

Plan Design Changes for 2024

Due to increases in IRS deductible requirements for 2024, to keep the embedded status of all of our plans, we are making changes to Aim Plans 7, 8 and 9. For 2024, deductibles will increase to \$3,200 (single) and \$6,400 (family) to maintain compliance. Plan 7 has 100% coinsurance, so the member out of pocket maximum will also increase to \$3,200 (single) and \$6,400 (family). The member out of pocket maximums for plans 8 and 9 will remain unchanged.

We will also be adding a new PPO plan, Plan 6, that has a \$2,500 single and \$5,000 family deductible while maintaining first dollar copays for health coverage items like physician office visits, ER, urgent care and prescriptions.

Renewal Information and Key Dates

Included in this packet are the following:

- Rate calculation showing the application of the banding formula
- 2024 premium rates for all medical plan options
- 2024 benefit summaries for all Aim Medical Trust benefit options
- 2024 Aim Medical Trust Renewal Decision Tool

The Renewal Decision Tool is an Excel-based tool that summarizes all Aim Medical Trust benefits and assists you in making your final 2024 decisions. **Please complete it to make all of your final selections including plans, employee contributions and employer HSA contributions (if applicable) and return to Audrie Simison on or before September 15, 2023.** The Trust Staff and our partners are happy to assist you with your contribution strategies, plan selections and using the tool. Don't hesitate to contact Audrie Simison for assistance at asimison@aimindiana.org or 317-237-6200 ext. 247.

Sincerely,

Amy Eberwine
Aim Medical Trust Deputy Director

**RENEWAL RATING CALCULATION
FOR JANUARY 1, 2024**



Renewal Information

Member Name	Town of Highland
Date Joined	January 1, 2010
# months in the Trust by January 1, 2024	168
Member of small group pool?	No
Subject to Market Based Renewal Adjustment (MBRA)?	Yes

For 2024, the required Trust Increase is **4.1%**

Note that members of the Trust for 18 months or less will receive the required Trust Increase.

Explanation of Individual Rate Increase

(A) Calculation of Adjustment for Historical Experience

Calculated using actual vs expected (A/E) claims experience for the 4 year period from CY 2019 - CY 2022
* For small groups, uses actual vs expected claims for entire small group pool

CY 2019	132.6%
CY 2020	72.0%
CY 2021	96.7%
CY 2022	109.5%
Cumulative Actual vs Expected (2019 - 2022)	102.1%

If a large group has been in the Trust for at least 5 full years (CY 2018 - 2022) and has a Cumulative A/E less than 90%, that group is eligible for an additional adjustment to their renewal.
If a group has received this adjustment within the past 3 years, the group is not eligible for an adjustment the year.

(B) Calculation of MBRA

The MBRA is calculated by solving for the required premium increase so that Projected Premium Income covers the Total Projected Expenses.

Projected Annual Expected Claims for 2024*	\$2,654,366
Projected Administrative Costs for 2024**	\$133,308
Total Projected Expenses for 2024	\$2,787,674
Projected Premium Income from Current Rates	\$2,531,641
Highland's MBRA for 2024 is	10.1%

* Calculated based on Highland's historical enrollment and claims experience for the 12-month period ending June 30, 2023.
** Calculated based on Highland's current enrollment.

(C) Calculation of Blended Rate Increase

Eligible for Additional Adjustment? **No**

MBRA Applies? **Yes**

Weighting:	40% of MBRA is	4.0%
	60% of required Trust Increase is	2.5%
	Highland's blended rate increase is***	6.5%

*** Due to rounding, the sum of the individual percentages may not add up to the blended rate increase.

Limiting Factors: The blended rate increase is restricted to a minimum of 2.1% and a maximum of 8.1%.
Limiting factors do not apply to groups eligible for the additional adjustment

Final blended rate increase for Highland is 6.5%.

Memorandum of Meeting
Monday, August 21, 2023

Renewal Rates Effective on January 1, 2024
Town of Highland



Current 2023 Rates		Plan 2	Plan 3	Plan 4	Plan 5	Plan 6	Plan 7	Plan 8	Plan 9	Plan 10	Plan 11	Plan 12	Plan 13
EE	\$ 1,040.02												
ES	\$ 2,119.97												
EC	\$ 2,014.00												
Family	\$ 3,073.98												

2024 Rates		Plan 1	Plan 2	Plan 3	Plan 4	Plan 5	Plan 6	Plan 7	Plan 8	Plan 9	Plan 10	Plan 11	Plan 12	Plan 13
EE	\$ 1,128.92	\$ 1,087.71	\$ 1,037.12	\$ 971.10	\$ 905.93	\$ 842.65	\$ 781.17	\$ 721.35	\$ 663.18	\$ 606.81	\$ 552.21	\$ 499.29	\$ 447.93	\$ 398.13
ES	\$ 2,207.77	\$ 2,179.38	\$ 2,114.16	\$ 1,981.19	\$ 1,877.81	\$ 1,810.54	\$ 1,700.26	\$ 1,604.66	\$ 1,504.92	\$ 1,401.57	\$ 1,295.73	\$ 1,187.26	\$ 1,076.13	\$ 963.22
EC	\$ 2,144.91	\$ 2,066.62	\$ 2,008.49	\$ 1,845.05	\$ 1,878.94	\$ 1,791.00	\$ 1,697.22	\$ 1,594.85	\$ 1,515.09	\$ 1,405.86	\$ 1,290.96	\$ 1,173.21	\$ 1,052.43	\$ 929.63
Family	\$ 3,273.79	\$ 3,154.30	\$ 2,985.58	\$ 2,816.11	\$ 2,687.84	\$ 2,538.41	\$ 2,378.41	\$ 2,217.17	\$ 2,064.14	\$ 1,909.11	\$ 1,751.83	\$ 1,592.10	\$ 1,430.73	\$ 1,267.73

	2023 Rates	Enrollment	2023 Rates	Enrollment
	Highland 1	Highland 1	Highland 7	Highland 7
EE	\$ 1,040.02	22	\$ 894.12	21
ES	\$ 2,119.97	11	\$ 1,708.20	10
EC	\$ 2,014.00	5	\$ 1,666.92	2
Family	\$ 3,073.98	22	\$ 2,599.06	18

	2024 Rates	Enrollment	2024 Rates	Enrollment
	Highland 1	Highland 1	Highland 7	Highland 7
EE	\$ 1,128.92	22	\$ 951.17	21
ES	\$ 2,207.77	11	\$ 1,802.30	10
EC	\$ 2,144.91	5	\$ 1,807.22	2
Family	\$ 3,273.79	22	\$ 2,758.41	18

Current 2023 expenses \$ 2,521,641
 Projected 2024 expenses \$ 2,496,196
 % increase in expenses 6.5%

REG-20

 2024 PPO Medical and Prescription Plan Options

PLAN HIGHLIGHTS	\$500 PPO Plan 1		\$750 PPO Plan 2		\$1,000 PPO Plan 3		\$1,000 PPO Prim Adv Plan 4		\$1,500 PPO Plan 5		\$2,500 PPO Plan 6	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
UnitedHealthcare Choice+												
Deductible												
Individual	\$500	\$1,000	\$750	\$1,500	\$1,000	\$2,000	\$1,000	\$5,000	\$1,500	\$3,000	\$2,500	\$5,000
Family	\$1,000	\$2,000	\$1,500	\$3,000	\$2,000	\$4,000	\$2,000	\$10,000	\$3,000	\$6,000	\$5,000	\$10,000
Coinsurance (applied after deductible is met)												
Paid by Insurance	80%	60%	80%	60%	80%	60%	50%	50%	80%	60%	80%	60%
Paid by Individual	20%	40%	20%	40%	20%	40%	50%	50%	20%	40%	20%	40%
Out-of-Pocket Maximum (includes deductible and medical copays)												
Individual	\$3,000	\$6,000	\$3,250	\$6,500	\$3,500	\$7,000	\$6,500	\$10,000	\$4,000	\$8,000	\$5,000	\$10,000
Family	\$6,000	\$12,000	\$6,500	\$13,000	\$7,000	\$14,000	\$13,000	\$20,000	\$8,000	\$16,000	\$10,000	\$20,000
Co-Payments (paid by individual)												
PCP Office Visit (PP/Non-PP)	\$15/\$25	40%*	\$15/\$25	40%*	\$15/\$25	40%*	\$0	50%*	\$15/\$30	40%*	\$15/\$30	40%*
SCP Office Visit (PP/Non-PP)	\$30/\$50	40%*	\$30/\$50	40%*	\$30/\$50	40%*	\$100	50%*	\$30/\$60	40%*	\$30/\$60	40%*
Virtual Visit	\$0	n/a	\$0	n/a	\$0	n/a	\$0	n/a	\$0	n/a	\$0	n/a
Urgent Care	\$75	40%*	\$75	40%*	\$75	40%*	\$50	50%*	\$75	40%*	\$75	40%*
Emergency Room	\$250	\$250	\$250	\$250	\$250	\$250	\$250 + 50%*	\$250 + 50%*	\$250	\$250	\$250	\$250
Inpatient Hospital	20%*	40%*	20%*	40%*	20%*	40%*	50%*	50%*	20%*	40%*	20%*	40%*
Wellness Benefit												
	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered
Prescriptions (paid by individual)												
	Tier 3 & Specialty \$100 In-Network / \$200 Out-of-Network											
Tier 1	\$10	\$10	\$10	\$10	\$15	\$15	\$5	\$5	\$20	\$20	\$20	\$20
Tier 2	\$30	\$30	\$30	\$30	\$30	\$30	\$50	\$50	\$40	\$40	\$40	\$40
Tier 3	\$40	\$40	\$50	\$50	\$50	\$50	\$100	\$100	\$60	\$60	\$60	\$60
Specialty	\$100	n/a	\$100	n/a	\$100	n/a	\$250	n/a	\$100	n/a	\$100	n/a

Lifetime maximum is unlimited for all plan options.

- Notes:
 *After deductible.
 Medical and prescription copayments accumulate towards the out-of-pocket maximum.
 Premium rates are calculated for new municipal members based upon underwriting requirements set forth by the Indiana Department of Insurance.
 PP = Premium Provider Designation
 Non-PP = Non-Premium Provider Designation





2024 HDHP and HRA Medical and Prescription Plan Options

PLAN HIGHLIGHTS	\$3,200 HDHP Plan 7		\$3,200 HDHP Plan 8		\$3,200 HDHP Plan 9		\$3,500 HDHP Plan 10		\$4,000 HDHP Plan 11		\$6,500 HDHP Plan 12		\$5,000 HRA Plan 13	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible														
Individual	\$3,200	\$6,000	\$3,200	\$6,000	\$3,200	\$6,000	\$3,500	\$7,000	\$4,000	\$8,000	\$6,500	\$13,000	\$5,000	\$10,000
Family	\$6,400	\$12,000	\$6,400	\$12,000	\$6,400	\$12,000	\$7,000	\$14,000	\$8,000	\$16,000	\$13,000	\$26,000	\$10,000	\$20,000
Coinurance (applied after deductible is met)														
Paid by Insurance	100%	80%	80%	60%	80%	60%	80%	60%	80%	60%	100%	60%	100%	80%
Paid by Individual	0%	20%	20%	40%	20%	40%	20%	40%	20%	40%	0%	40%	0%	20%
Out-of-Pocket Maximum (includes deductible and medical prescription copay)														
Individual	\$3,200	\$6,500	\$4,350	\$9,000	\$6,000	\$12,000	\$4,750	\$9,250	\$6,250	\$12,500	\$6,500	\$16,250	\$6,250	\$12,250
Family	\$6,400	\$17,000	\$8,700	\$18,000	\$12,000	\$24,000	\$9,500	\$18,500	\$12,500	\$25,000	\$13,000	\$32,500	\$12,500	\$24,500
Co-payments (paid by individual)														
PCP Office Visit (PP/Non-PP)	0%*	20%*	10%/20%*	40%*	10%/20%*	40%*	10%/20%*	40%*	10%/20%*	40%*	0%*	40%*	0%*	20%*
SCP Office Visit (PP/Non-PP)	0%*	20%*	10%/20%*	40%*	10%/20%*	40%*	10%/20%*	40%*	10%/20%*	40%*	0%*	40%*	0%*	20%*
Virtual Visit	0%*	n/a	20%*	n/a	20%*	n/a	20%*	n/a	10%*	n/a	0%*	n/a	0%*	n/a
Urgent Care	0%*	20%*	20%*	40%*	20%*	40%*	20%*	40%*	20%*	40%*	0%*	40%*	0%*	20%*
Emergency Room	0%*	0%*	20%*	20%*	20%*	20%*	20%*	20%*	20%*	20%*	0%*	0%*	0%*	0%*
Inpatient Hospital	0%*	20%*	20%*	40%*	20%*	40%*	20%*	40%*	20%*	40%*	0%*	40%*	0%*	20%*
Wellness Benefit														
	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered
Prescriptions (paid by individual)														
Tier 1	0%*	0%*	20%*	20%*	20%*	20%*	20%*	20%*	20%*	20%*	0%*	0%*	\$10	\$10
Tier 2	0%*	0%*	20%*	20%*	20%*	20%*	20%*	20%*	20%*	20%*	0%*	0%*	\$30	\$30
Tier 3	0%*	0%*	20%*	20%*	20%*	20%*	20%*	20%*	20%*	20%*	0%*	0%*	\$60	\$60
Specialty	0%*	n/a	20%*	n/a	20%*	n/a	20%*	n/a	20%*	n/a	0%*	n/a	\$100	n/a

Lifetime maximum is unlimited for all plan options.

Notes:

*After deductible

Medical and prescription copayments accumulate towards the out-of-pocket maximum.

Premium rates are calculated for non-municipal members based upon underwriting requirements set forth by the Indiana Department of Insurance.

PP – Premium Provider Designation

Non-PP – Non-Premium Provider Designation



 **Dental Plan Options**

Delta Dental	Option 1	Option 2	Option 3*
Deductible (Single/Family)	\$50/\$150	\$50/\$150	\$50/\$150
Coinsurance (Preventive/Basic/Major/Ortho Services)	100/80/50/50	100/80/50/50	100% Preventative/80% Minor
Annual Dental Maximum (per insured)	\$1,500	\$1,000	\$1,000
Lifetime Child Ortho Maximum (to age 19)	\$1,500	\$1,000	Not included
Out-of-network	Fee Schedule	Fee Schedule	Fee Schedule
Endodontics & Periodontics	Basic	Basic	Not included
Monthly Premium Rates (Guaranteed through December 31, 2025)			
Employee Only	\$26.32	\$24.41	\$14.14
Employee/Spouse	\$52.66	\$48.81	\$28.10
Employee/Child(ren)	\$71.12	\$64.68	\$40.46
Family	\$106.88	\$97.63	\$60.10

 **Vision Plan Options**

VSP Vision Care	Option 1	Option 2	Option 3
Exam Copay	\$10	\$15	\$10
Materials Copay	\$20	\$25	\$20
Frequency (Exam/Lenses/Frames)	12/12/24	12/24/24	12/12/24*
Monthly Premium Rates (Guaranteed through December 31, 2026)			
Employee Only	\$6.15	\$4.59	\$7.08
Employee/Spouse	\$12.33	\$9.20	\$14.15
Employee/Child(ren)	\$13.16	\$9.82	\$15.15
Family	\$21.05	\$15.70	\$24.20

Notes:
 *Dental Option 3 includes coverage for Preventative and Minor services only. Minor services include fillings and crown repair.
 Vision Option 3 includes KidsCare Plan=2 exams and 1 pair of glasses every year.
 Dental and vision coverage is available to municipalities participating in the medical plan. Dental and vision coverage can be provided as a contributory, non-contributory or voluntary insurance benefit. The Aim Medical Trust is a multiple employer welfare arrangement. The multiple employer welfare arrangement may not be subject to all of the insurance laws and regulations of Indiana. State insurance guaranty funds are not available for the Aim Medical Trust.



 **Basic Life and AD&D Plan Options**

PLAN HIGHLIGHTS	Plan 1	Plan 2	Plan 3	Plan 4
Class Description	All FTA Employees	All FTA Employees	All FTA Employees	All FTA Employees
Life Benefit	\$25,000	\$50,000	1 x Basic Annual Earnings to \$50,000 Max	2 x Basic Annual Earnings to \$100,000 Max
AD&D Benefit	\$25,000	\$50,000	1 x Basic Annual Earnings to \$50,000 Max	2 x Basic Annual Earnings to \$100,000 Max
Age Reduction Schedule				
	35% @ 65	35% @ 65	35% @ 65	35% @ 65
	50% @ 70	50% @ 70	50% @ 70	50% @ 70
	65% @ 75	65% @ 75	65% @ 75	65% @ 75
	Terminate @ retirement	Terminate @ retirement	Terminate @ retirement	Terminate @ retirement
Guaranteed Issue	\$25,000	\$50,000	\$50,000	\$100,000
Dependent Life: Spouse / Child(ren)				
Option 1	\$2,500 / \$2,500	\$2,500 / \$2,500	\$2,500 / \$2,500	\$2,500 / \$2,500
Option 2	\$10,000 / \$10,000	\$10,000 / \$10,000	\$10,000 / \$10,000	\$10,000 / \$10,000
Employee Contributions	Non-contributory	Non-contributory	Non-contributory	Non-contributory
Minimum Participation	100%	100%	100%	100%
Monthly Premium Rates (Guaranteed through December 31, 2025)				
Life Rate per \$1,000 of Benefit	\$0.140	\$0.140	\$0.140	\$0.140
AD&D Rate per \$1,000 of Benefit	\$0.020	\$0.020	\$0.020	\$0.020
Monthly Premium Per Person	\$4.00 per month	\$8.00 per month		
Dependent Life Rate per Family Unit				
Option 1	\$1.50	\$1.50	\$1.50	\$1.50
Dependent Life Rate per Family Unit				
Option 2	\$6.00	\$6.00	\$6.00	\$6.00

Notes:
*Life plan offers Value Added Features such as: Accelerated Life Benefits, Life Conversion and Portability, and an additional Line of Duty Benefit for Public Safety Members (additional \$50,000 or 100% of AD&D benefit if loss is suffered in line of duty)
The Standard: A+ Standard and Poor Rating

The Aim Medical Trust is a multiple employer welfare arrangement. The multiple employer welfare arrangement may not be subject to all of the insurance laws and regulations of Indiana. State insurance guaranty funds are not available for the Aim Medical Trust.





Voluntary Life and AD&D Coverage

PLAN HIGHLIGHTS

Voluntary Life/AD&D Coverage

Class Description	All FTA Employees
Employee Schedule of Benefits	
Benefit Options	Coverage in increments of \$10,000
Maximum Benefit	\$500,000
Guaranteed Issue Amount	\$250,000
AD&D Benefit	Matches Life Benefit
Age Reduction Schedule	35% @ 65 50% @ 70 65% @ 75
	Terminates at Retirement
Spouse Schedule of Benefits	
Benefit Options	Coverage in increments of \$5,000
Maximum Benefit	\$250,000
Guaranteed Issue Amount	\$50,000
AD&D Benefit	Matches Life Benefit
Age Reduction Schedule	35% @ 65 50% @ 70 65% @ 75
	Terminates at Retirement
Child(ren) Schedule of Benefits	
Benefit Options	\$10,000 Benefit
Guaranteed Issue Amount	Full Benefit
AD&D Benefit	Matches Life Benefit

Notes:

Municipality must elect Basic Life/AD&D coverage with The Standard to purchase Voluntary Life/AD&D

When first eligible for coverage, all members may select coverage up to the guaranteed issue amount without submitting evidence of insurability. Each year all enrolled employees and spouses may increase their benefit amount by up to two increments of coverage, not to exceed the guaranteed issue amount, without providing evidence of insurability. Evidence of insurability is required for those members whose evidence of insurability was not approved by The Standard during any prior period of eligibility.

Coverage includes Conversion, Portability, Accelerated Death Benefit

The Standard: A+ Standard and Poor Rating

The Aim Medical Trust is a multiple employer welfare arrangement. The multiple employer welfare arrangement may not be subject to all of the insurance laws and regulations of Indiana. State insurance guaranty funds are not available for the Aim Medical Trust.

Voluntary Life/AD&D Monthly Premium Rates (Guaranteed through 12/31/2025)

Employee and Spouse Coverage

Age Bands	Rate Per \$1,000 Benefit for Life/AD&D Combined
0 – 24	\$0.155
25 – 29	\$0.155
30 – 34	\$0.166
35 – 39	\$0.195
40 – 44	\$0.243
45 – 49	\$0.355
50 – 54	\$0.534
55 – 59	\$0.831
60 – 64	\$1.049
65 – 69	\$1.469
70 – 74	\$3.813

Child(ren) Coverage (to age 26)

\$0.23 (one rate covers all children in a family)

- Employee must elect coverage to purchase spouse or dependent coverage
- Spouse elected amount may not exceed 100% of the employee elected amount
- Members Basic Life benefits plus Voluntary Life benefits may not exceed 8 times annual earnings
- Dependent Child Coverage extends from live birth to age 26



 Short-Term Disability Coverage

PLAN HIGHLIGHTS	Plan 1	Plan 2	Plan 3	Plan 4
Class Description	All FTA Employees	All FTA Employees	All FTA Employees	All FTA Employees
Employee Contributions	Employer Paid	Employer Paid	Employer Paid	Employer Paid
Schedule of Benefits				
Benefit Percentage	66.67%	66.67%	66.67%	66.67%
Maximum Weekly Benefit	\$350	\$750	\$1,000	\$1,500
Benefit Waiting Period – Accident	7 Days	7 Days	7 Days	7 Days
Benefit Waiting Period – Sickness	7 Days	7 Days	7 Days	7 Days
Maximum Benefit Period	90 Days	90 Days	90 Days	90 Days
Definition of Earnings	Base salary, excluding commissions, bonuses, and overtime	Base salary, excluding commissions, bonuses, and overtime	Base salary, excluding commissions, bonuses, and overtime	Base salary, excluding commissions, bonuses, and overtime
Pre-existing Condition Limitation	None	None	None	None
Maternity	Covered the same as any other illness	Covered the same as any other illness	Covered the same as any other illness	Covered the same as any other illness
Premium Rates (Guaranteed through December 31, 2025)				
STD Rate per \$10 of Weekly Benefit	\$0.330	\$0.330	\$0.330	\$0.330

- Coverage is non-occupational covering disabilities occurring off the job
- STD benefits may be reduced by deductible income. State Disability and/or Own Medical Leave Benefits under Paid Family Medical Leave Laws are considered deductible income.
- Coverage is employer-paid; STD benefits are taxable

Notes:

The Standard A+ Standard and Poor Rating

The Aim Medical Trust is a multiple employer welfare arrangement. The multiple employer welfare arrangement may not be subject to all of the insurance laws and regulations of Indiana. State insurance guaranty funds are not available for the Aim Medical Trust



 Long-Term Disability Coverage

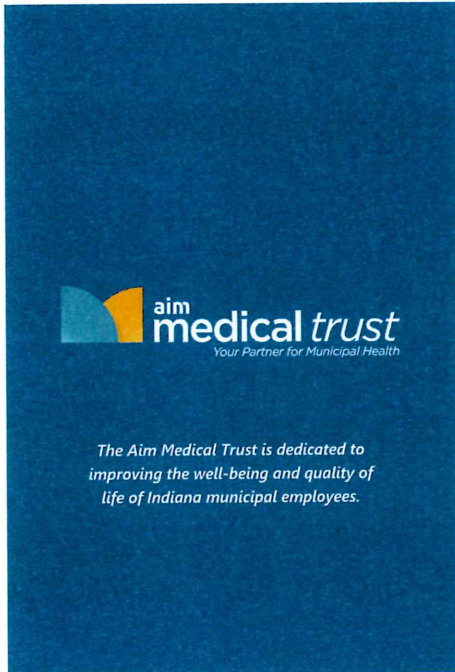
PLAN HIGHLIGHTS	Plan 1	Plan 2	Plan 3	Plan 4
Class Description	All FTA Employees	All FTA Employees	All FTA Employees	All FTA Employees
Employee Contributions	Employer Paid	Employer Paid	Employer Paid	Employer Paid
Schedule of Benefits				
Benefit Percentage	60%	60%	60%	60%
Maximum Monthly Benefit	\$3,000	\$4,000	\$5,000	\$7,500
Benefit Waiting Period	90 Days	90 Days	90 Days	90 Days
Maximum Benefit Period	To SSNRA	To SSNRA	To SSNRA	To SSNRA
Own Occupation Period	24 Months	24 Months	24 Months	24 Months
Definition of Earnings	Base salary, excluding commissions, bonuses, and overtime	Base salary, excluding commissions, bonuses, and overtime	Base salary, excluding commissions, bonuses, and overtime	Base salary, excluding commissions, bonuses, and overtime
Pre-existing Conditions Limitation	3 / 12	3 / 12	3 / 12	3 / 12
Mental/Nervous Substance Abuse Limitation	24 Months	24 Months	24 Months	24 Months
Premium Rates (Guaranteed through December 31, 2025)				
LTD Rate per \$100 Covered Monthly Earnings	\$0.405	\$0.405	\$0.405	\$0.405

- LTD benefits may be reduced by deductible income. Worker's compensation and primary/dependent Social Security benefits are considered deductible income
- Includes a survivors benefit that pays a lump sum equal to three times the LTD benefit
- Coverage includes a \$25,000 Reasonable Accommodation Expense Benefit, which reimburses employers for workplace modifications that enable employees to return to work or remain at work. The Reasonable Accommodation Expense Benefit is separate from the LTD claim payment.

Notes:
The Standard A+ Standard and Poor Rating

The Aim Medical Trust is a multiple employer welfare arrangement. The multiple employer welfare arrangement may not be subject to all of the insurance laws and regulations of Indiana. State insurance guaranty funds are not available for the Aim Medical Trust.





Aim Medical Trust 2024 Renewal Decision Summary

Highland

Coverage Effective Date: January 1, 2024

Trust Updates for 2024

Introduction and Instructions

Thank you for your continued partnership with the Aim Medical Trust. We are excited to share the renewal information for our 2024 plans. This is our second year using this Excel-based Renewal Decision Tool and have made some improvements and changes to the tool based on your feedback from using it last year.

Please review all of the information included in this document and make/confirm all benefit selections for 2024 where requested. Each input or decision that is required for 2024 benefits is highlighted in yellow. Please make a selection or input your decision in ALL yellow highlighted cells in this workbook so we can update your selections for 2024 benefits. Incomplete documents can lead to delays in implementation.

If you have any questions about how to complete this tool, benefits offered, or would like to discuss your options, please reach out to the Aim Medical Trust team.

Medical Plan Changes for 2024

We would like to provide an update about some important changes that may impact your plan(s). Some plans have been modified to comply with certain regulatory rules. If you have any questions please reach out to the Aim Medical Trust Team.

Action Items	2023 Benefit	2024 renewing benefit
New Plan Option!	Not Offered	New - \$2,500 PPO Plan 6 <i>Please see the Medical & Rx Plan Options tab for full plan design</i>
Increase to Deductibles as a result of IRS plan design requirements	HDHP Plan 7 HDHP Plan 8 HDHP Plan 9	<u>HDHP Plan 7, 8 & 9:</u> Deductible increase to \$3,200 single / \$6,400 family <u>HDHP 7 Only:</u> Out of Pocket Maximum increase to \$3,200 single / \$6,400 family

General Information

Each Cell Shaded in Yellow Requires and input. Please make a selection for each.

Municipality Name:	Highland		
Address 1:	3333 Ridge Road		
Address 2:			
City:	Highland	State:	IN
		Zip Code:	46322

Open Enrollment Window: - Select OE Window -

Total # of Benefit - Eligible Employees:

Do you offer any of the following benefits to your employees outside of the Aim Medical Trust?

Accident	- Select -
Critical Illness	- Select -
Hospital Indemnity	- Select -
Pet Insurance	- Select -
Onsite or Shared Clinic	- Select -



Renewal Decision Summary

Municipality Name: Highland

Each Cell Shaded in Yellow Requires an input. Please make a selection for each.

Deduction Frequency: 26 Enter any notes about deductions here:

Current (2023)

Medical Plans

Plan 1	Plan 2
\$500 PPO Plan 1	\$3,000 HDHP Plan 7

Employer HSA Contribution (HSA Qualified Plans Only)	
Coverage Tier	Annual Amount
Employee Only	\$981.00
Employee + Spouse	\$1,996.00
Employee + Child(ren)	\$1,896.00
Employee + Family	\$2,892.00
How is your Employer HSA Funded?	Semi-Annually

Dental Plan	Vision Plan	Employee Life
0	0	Life Plan 3 (1x)

Dependent Life
Dep. Life Plan 1 (\$2.5k)

Short Term Disability	Long Term Disability	Voluntary Life
0	0	Vol. Life Plan (\$500k)

Renewal (2024)

Medical Plans

Plan 1	Plan 2
\$500 PPO Plan 1	\$3,200 HDHP Plan 7

Employer HSA Contribution (HSA Qualified Plans Only)	
Coverage Tier	Annual Amount
Employee Only	\$981.00
Employee + Spouse	\$1,996.00
Employee + Child(ren)	\$1,896.00
Employee + Family	\$2,892.00
How is your Employer HSA Funded?	Semi-annually
If you selected "Other", please provide explanation:	

Dental Plan	Vision Plan	Life Plan
- Select Plan -	- Select Plan -	Life Plan 3 (1x)

Dependent Life	Dep. Life Contribution
Dep. Life 1 (\$2.5k)	- Select % -

Short Term Disability	Long Term Disability	Voluntary Life
- Select Plan -	- Select Plan -	Vol. Life Plan (\$500k)



Medical & Rx Plan Comparison

Highland	Current Medical Plans				Renewal Medical Plans			
	\$500 PPO Plan 1		\$3,000 HDHP Plan 7		\$500 PPO Plan 1		\$3,200 HDHP Plan 7	
	IN	OO	IN	OO	IN	OO	IN	OO
Provider & Network	ChoicePlus		ChoicePlus		ChoicePlus		ChoicePlus	
Annual Deductible								
Individual	\$500	\$1,000	\$3,000	\$6,000	\$500	\$1,000	\$3,200	\$6,000
Family	\$1,000	\$2,000	\$6,000	\$12,000	\$1,000	\$2,000	\$6,400	\$12,000
Plan Coinsurance								
Paid by Plan (after ded. is met)	80%	60%	100%	80%	80%	60%	100%	80%
Paid By Individual (after ded. is met)	20%	40%	0%	20%	20%	40%	0%	20%
Annual Out of Pocket Maximum								
Individual (after ded./coins. is met)	\$3,000	\$6,000	\$3,000	\$8,500	\$3,000	\$6,000	\$3,200	\$8,500
Family (after ded./coins. is met)	\$6,000	\$12,000	\$6,000	\$17,000	\$6,000	\$12,000	\$6,400	\$17,000
Copayments (paid by individual)								
PCP Office Visit (Premium)	\$15	40%	0%	20%	\$15	40%	0%	20%
PCP Office Visit (Non-Premium)	\$25	40%	0%	20%	\$25	40%	0%	20%
SCP Office Visit (Premium)	\$30	40%	0%	20%	\$30	40%	0%	20%
SCP Office Visit (Non-Premium)	\$50	40%	0%	20%	\$50	40%	0%	20%
Virtual Visit	\$0	N/A	0%	N/A	\$0	N/A	0%	N/A
Urgent Care	\$75	40%	0%	20%	\$75	40%	0%	20%
Emergency Room	\$250	20%	0%	0%	\$250	20%	0%	0%
Inpatient Hospital	20%	40%	0%	20%	20%	40%	0%	20%
Wellness Benefit								
Wellness Benefit	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered
Prescriptions (paid by individual)								
Tier 1	\$10	\$10	0%	0%	\$10	\$10	0%	0%
Tier 2	\$30	\$30	0%	0%	\$30	\$30	0%	0%
Tier 3	\$40	\$40	0%	0%	\$40	\$40	0%	0%
Specialty	\$100	Not Covered	0%	Not Covered	\$100	Not Covered	\$0.00	Not Covered
Premiums								
Monthly Premium Rates	Enrolled	Rates	Enrolled	Rates	Enrolled	Rates	Enrolled	Rates
Employee Only	21	\$1,060.02	23	\$893.12	21	\$1,128.92	23	\$951.17
Employee + Spouse	11	\$2,119.97	9	\$1,786.20	11	\$2,257.77	9	\$1,902.30
Employee + Child(ren)	5	\$2,014.00	2	\$1,696.92	5	\$2,144.91	2	\$1,807.22
Employee + Family	22	\$3,073.98	18	\$2,590.06	22	\$3,273.79	18	\$2,758.41
Total Monthly Premium	\$123,278		\$86,632		\$131,291		\$92,263	
Change vs. Current (\$)					\$8,013		\$5,631	
Change vs. Current (%)					6.5%		6.5%	
Total 12-month premium	\$1,479,332		\$1,039,590		\$1,575,489		\$1,107,161	
Change vs. Current (\$)					\$96,157		\$67,571	
Change vs. Current (%)					6.5%		6.5%	
TOTAL ANNUAL PREMIUM	\$2,518,922				\$2,682,650			
Change vs. Current (\$)					\$163,728			
Change vs. Current (%)					6.5%			

Medical Premium Calculator

Deduction Frequency		26		NOTE - Enter Amounts BEFORE any wellness differentials										
		Current (2023)					Renewal (2024)					Employee Increase		
		Premium Rate	Employee Portion	Employee Portion		Premium Rate	Employee Portion	Employee Portion		Employee Portion		Monthly	Per Deduction	
Coverage Tier	Enrollment	Monthly	Monthly	% of Total	Per Deduction	Monthly	Monthly	% of Total	Per Deduction	Monthly	% of Total	Per Deduction	Monthly	Per Deduction
		Plan Selecte \$500 PPO Plan 1					Plan Selecte \$500 PPO Plan 1							
Employee Only	21	\$1,050.02			1% base pay	\$1,128.92			1% base pay				#VALUE!	\$0.00
Employee + Spouse	11	\$2,119.97			2% base pay	\$2,257.77			2% base pay				#VALUE!	\$0.00
Employee + Child(ren)	5	\$2,014.00			2% base pay	\$2,144.91			2% base pay				#VALUE!	\$0.00
Employee + Family	22	\$3,073.98			3% base pay	\$3,273.79			3% base pay				#VALUE!	\$0.00
Monthly Premium	59	\$1,232,278	\$0	\$0	\$0	\$1,312,251	\$0	\$0	\$0					
Annual Premium		\$1,479,332	\$0	\$0	\$0	\$1,575,489	\$0	\$0	\$0					
		Plan Selecte \$3,000 HDHP Plan 7					Plan Selecte \$3,200 HDHP Plan 7							
Employee Only	23	\$893.12			5% base pay	\$951.17			5% base pay				#VALUE!	\$0.00
Employee + Spouse	9	\$1,765.20			1% base pay	\$1,902.30			1% base pay				#VALUE!	\$0.00
Employee + Child(ren)	2	\$1,695.92			1% base pay	\$1,807.22			1% base pay				#VALUE!	\$0.00
Employee + Family	18	\$2,590.06			1.5% base pay	\$2,738.41			1.5% base pay				#VALUE!	\$0.00
Monthly Premium	32	\$46,632	\$0	0.0%	\$0	\$49,243	\$0	\$0	\$0	0	0			
Annual Premium		\$1,019,590	\$0	0.0%	\$0	\$1,107,161	\$0	\$0	\$0	0	0			
Overall Monthly	111	\$209,910	\$0	0.0%	\$0	\$222,554	\$0	0.0%	\$0	0.0%				
Overall Annual		\$2,518,922	\$0	0.0%	\$0	\$2,670,250	\$0	0.0%	\$0	0.0%				
Change vs. Current (B)						\$162,328	\$0		\$0					
Change vs. Current (R)						6.3%	#DIV/0!		#DIV/0!					

Enter Wellness Differential Amounts				
	\$500 PPO Plan 1		\$3,200 HDHP Plan 7	
	Wellness Differential	FINAL Contribution	Wellness Differential	FINAL Contribution
Employee Only				
Employee + Spouse				
Employee + Child(ren)				
Employee + Family				

If you do not have a wellness differential, put "none" in the Wellness Differential column and type your final monthly contributions in the FINAL Contribution column.

The FINAL Contribution should be the amount that employees are charged for coverage WITH the wellness differential applied (a debit or a credit depending on how your differential is structured). Simply calculate the amount and enter it into the FINAL Contribution column above.

Dental Plans

Aim Medical Trust Dental Plan Options				2024 Plan Selection			
Delta Dental				- Select Plan -			
	Dental Plan 1	Dental Plan 2	Dental Plan 3				
Annual Deductible							
Single	\$50	\$50	\$50				
Family	\$150	\$150	\$150				
Annual Maximum							
Per Person	\$1,500	\$1,000	\$1,000				
Services Coverage							
Preventive Services	100%	100%	100%				
Basic Services	80%	80%	80%				
Major Services	50%	50%	Not Covered				
Orthodontic Services	50%	50%	Not Covered				
Age Limitation	Children 18 and under	Children 18 and under	Not Covered				
Lifetime Maximum	\$1,500	\$1,000					
Premiums							
	Monthly Rates	Monthly Rates	Monthly Rates				
Employee Only	\$26.32	\$24.41	\$14.14				
Employee + Spouse	\$52.65	\$48.81	\$28.10				
Employee + Child(ren)	\$71.12	\$64.68	\$40.46				
Employee + Family	\$106.88	\$97.83	\$60.10				
Total Monthly Premium	#N/A	#N/A	#N/A				
Total Annual Premium	#N/A	#N/A	#N/A				

	Current (2023) Premium Share				Renewed (2024) Premium Share			
	0				- Select Plan -			
	Monthly				Monthly			
	Total Rates	Employer	Employee	Employee %	Total Rates	Employer	Employee	Employee %
Employee Only	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
Employee + Spouse	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
Employee + Child(ren)	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
Employee + Family	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A

	Employee per Deduction		Employee per Deduction	
	Employee Only	Employee + Spouse	Employee Only	Employee + Spouse
Employee Only	#N/A	#N/A	\$0.00	\$0.00
Employee + Spouse	#N/A	#N/A	\$0.00	\$0.00
Employee + Child(ren)	#N/A	#N/A	\$0.00	\$0.00
Employee + Family	#N/A	#N/A	\$0.00	\$0.00

¹ Dental Plan 3 includes coverage for Preventive and Minor Services Only; Minor Services includes fillings and crown repairs.
² Benefits shown above are for in-network and out-of-network coverage. Members utilizing an out-of-network will be subject to balance billing from the provider over and above the amounts paid by Delta Dental to the provider.
Coverage Notes:
 - Dental coverage is available to municipalities participating in the Aim Medical Trust Medical and Pharmacy Plan.
 - Dental coverage can be offered as a contributory (cost shared between employer and employee), non-contributory (100% employer paid) and voluntary (100% employee paid) benefit.
 - Rates are guaranteed through December 31, 2025.



Vision Plans

Aim Medical Trust Vision Plan Options				2024 Plan Selection	
Vision Service Plan (VSP)				- Select Plan -	
	Vision Plan 1	Vision Plan 2	Vision Plan 3		
Co-pay					
Exam	\$10	\$15	\$10		
Materials (Frames, Lenses)	\$20	\$25	\$20		
Service Frequencies					
Exam	Once per 12 months	Once per 12 months	Once per 12 months		
Lenses	Once per 12 months	Once per 24 months	Once per 24 months		
Frames	Once per 24 months	Once per 24 months	Once per 24 months		
Contacts	Once per 12 months ²	Once per 12 months ¹	Once per 12 months ³		
Maximum Allowances					
Glasses Frames	\$150	\$150	\$150		
Elective Contacts	\$150	\$150	\$150		
Medically Necessary Contacts	Covered in Full	Covered in Full	Covered in Full		
Cost Estimator					
	Monthly Rates	Monthly Rates	Monthly Rates		
Employee Only	\$6.15	\$4.59	\$7.08		
Employee + Spouse	\$12.33	\$9.20	\$14.15		
Employee + Child(ren)	\$13.16	\$9.82	\$15.15		
Employee + Family	\$21.05	\$15.70	\$24.20		
Total Monthly Premium	#N/A	#N/A	#N/A		
Total Annual Premium	#N/A	#N/A	#N/A		

	Current (2023) Premium Share				Renewal (2024) Premium Share			
	B				Select Plan -			
	Monthly				Monthly			
	Total Rates	Employer	Employee	Employee %	Total Rates	Employer	Employee	Employee %
Employee Only	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
Employee + Spouse	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
Employee + Child(ren)	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
Employee + Family	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A

	Employee per Deduction			Employee per Deduction		
	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee Only	Employee + Spouse	Employee + Child(ren)
	#N/A	#N/A	#N/A	\$0.00	\$0.00	\$0.00
	#N/A	#N/A	#N/A	\$0.00	\$0.00	\$0.00
	#N/A	#N/A	#N/A	\$0.00	\$0.00	\$0.00
	#N/A	#N/A	#N/A	\$0.00	\$0.00	\$0.00

¹ Vision Option 3 includes KidCare Plan with two (2) Exams and one (1) pair of glasses every year
² In lieu of glasses

Coverage Notes:

- Vision coverage is available to municipalities participating in the Aim Medical Trust Medical and Pharmacy Plan.
- Rates are guaranteed through January 31, 2025



Basic Life & AD&D

Aim Medical Trust Life/AD&D Plan Options				
	Plan 1	Plan 2	Plan 3	Plan 4
The Standard				
Participation and Contributions				
Employee Contributions	Non-contributory	Non-contributory	Non-contributory	Non-contributory
Minimum Participation	100%	100%	100%	100%
Employee Coverage				
Class Description	All Full Time Active Employees	All Full Time Active Employees	All Full Time Active Employees	All Full Time Active Employees
Life Benefit	\$25,000	\$50,000	1 x Basic Annual Earnings to \$50,000 max	2 x Basic Annual Earnings to \$100,000 max
AD&D Benefit	\$25,000	\$50,000	2 x Basic Annual Earnings to \$50,000 max	3 x Basic Annual Earnings to \$100,000 max
Age Reductions	By 35% at 65, by 50% at 70, by 65% at 75	By 35% at 65, by 50% at 70, by 65% at 75	By 35% at 65, by 50% at 70, by 65% at 75	By 35% at 65, by 50% at 70, by 65% at 75
Guaranteed Issue	\$25,000	\$50,000	\$50,000	\$100,000
Spouse/Dependent Coverage				
Option 1:				
Spouse Coverage	\$2,500	\$2,500	\$2,500	\$2,500
Dependent Child Coverage ¹	\$2,500	\$2,500	\$2,500	\$2,500
Option 2:				
Spouse Coverage	\$10,000	\$10,000	\$10,000	\$10,000
Dependent Child Coverage	\$10,000	\$10,000	\$10,000	\$10,000
Employee Coverage Premiums				
	Premium Rates	Premium Rates	Premium Rates	Premium Rates
Covered Volume				
Basic Life Rate per \$1,000 of Benefit	\$0.14	\$0.14	\$0.14	\$0.14
Basic AD&D Rate per \$1,000 of Benefit	\$0.02	\$0.02	\$0.02	\$0.02
Monthly Premium Per Employee	\$4.00	\$8.00	Based on Salary	Based on Salary
Employee Coverage Premiums				
	Premium Rates	Premium Rates	Premium Rates	Premium Rates
Per Family Unit				
Option 1 (\$2,500)	\$1.50	\$1.50	\$1.50	\$1.50
Option 2 (\$10,000)	\$6.00	\$6.00	\$6.00	\$6.00

Vol. Life & AD&D

Aim Medical Trust Vol. Life/AD&D Offering	
The Standard	
Employee Schedule of Benefits	
Benefit Schedule	\$10,000 increments
Benefit Maximum	\$500,000
Guarantee Issue	\$250,000
AD&D Benefit	Matches Life Benefit
Age Reductions	By 35% at 65, by 50% at 70, by 65% at 75
Spouse Schedule of Benefits	
Spouse Benefit Schedule	\$5,000 increments (up to 100% of employee)
Spouse Benefit Maximum	\$250,000
Spouse Guarantee Issue	\$50,000
AD&D Benefit	Matches Life Benefit
Spouse Reductions	By 35% at 65, by 50% at 70, by 65% at 75
Child/ren Schedule of Benefits	
Child Benefit Schedule	\$10,000 Flat (employee must elect)
Child Guarantee Issue	Full Benefit
AD&D Benefit	Matches Life Benefit
Rates per \$1,000	Employee & Spouse (Life + AD&D combined) <i>(Spouse age determined by employee age)</i>
0 - 25	\$0.155
25 - 29	\$0.155
30 - 34	\$0.166
35 - 39	\$0.195
40 - 44	\$0.243
45 - 49	\$0.355
50 - 54	\$0.534
55 - 59	\$0.831
60 - 64	\$1.049
65 - 69	\$1.469
70 - 74	\$3.813
75+	\$3.813
Child(ren) VolLife/AD&D Rates	Rates per \$1,000 (Life + AD&D combined)
Child(ren) up to age 26 (all children in family)	\$0.230

Coverage Notes:

Vol. Life/AD&D coverage is available to municipalities participating in the Aim Medical Trust Medical and Pharmacy Plan.

True Open Enrollment (amounts up to Guaranteed Issue) when coverage is initially offered and for new hires ongoing

Rates are guaranteed through 12/31/2025 (renews next on 1/1/2026)

Life plan offers Value Added Features such as: Accelerated Life Benefits, Life Conversion, Beneficiary Assistance

The Standard: A+ Standard and Poor Rating

Employees and Spouses may increase elected amount at each plan anniversary (January 1) by 2 coverage increments w/o submitting evidence of insurability; up to the Guaranteed Issue Amount

Short-Term Disability

	Option 1	Option 2	Option 3	Option 4
	The Standard			
Schedule of Benefits	A regular full-time employee of an employer participating in the AIM Medical Trust			
Class Description	30+ hours a week			
Weekly Hours				
Benefit Percentage	66.67%	66.67%	66.67%	66.67%
Insured Predisability Earnings	\$525	\$1,125	\$1,500	\$2,250
Maximum Weekly Benefit	\$350	\$750	\$1,000	\$1,500
Benefit Waiting Period - Accident	7 Days	7 Days	7 Days	7 Days
Benefit Waiting Period - Sickness	7 Days	7 Days	7 Days	7 Days
Maximum Benefit Period	90 Days	90 Days	90 Days	90 Days
Employee Contributions	Employer Paid	Employer Paid	Employer Paid	Employer Paid
Provisions				
Definition of Disability	Loss of duties and income			
Earnings Test	80%	80%	80%	80%
Earnings Definition	Base salary, excluding commissions, bonuses, overtime			
Pre-existing Conditions	None	None	None	None
Partial/Residual Disability	Included	Included	Included	Included
Maternity	Covered the same as any other illness			
Employer Paid Coverage Rates				
Rate/\$10 of Weekly Benefit	\$0.33	\$0.33	\$0.33	\$0.33



Long-Term Disability

	Option 1	Option 2	Option 3	Option 4
	The Standard			
Schedule of Benefits				
Class Description	A regular full-time employee of an employer participating in the AIM Medical Trust			
Weekly Hours	30+ hours a week			
Benefit Percentage	60%	60%	60%	60%
Insured Predisability Earnings	\$5,000	\$6,667	\$8,333	\$12,500
Maximum Monthly Benefit	\$3,000	\$4,000	\$5,000	\$7,500
Benefit Waiting Period	90 Days	90 Days	90 Days	90 Days
Maximum Benefit Period	To SSNRA	To SSNRA	To SSNRA	To SSNRA
Guarantee Issue	Full Benefit	Full Benefit	Full Benefit	Full Benefit
Employee Contributions	Non-contributory	Non-contributory	Non-contributory	Non-contributory
Minimum Participation	100%	100%	100%	100%
Provisions				
Own Occupation Period	24 months	24 months	24 months	24 months
Definition of Disability	Loss of duties and income			
Earnings Test	80% / 60%	80% / 60%	80% / 60%	80% / 60%
Earnings Definition	Base salary, excluding commissions, bonuses, overtime			
Indexing of Pre-disability Earnings	Applies	Applies	Applies	Applies
Pre-existing Conditions	3 / 12	3 / 12	3 / 12	3 / 12
Partial/Residual Disability	Included	Included	Included	Included
Mental & Nervous Limitation	24 months	24 months	24 months	24 months
Substance Abuse Limitation	24 months	24 months	24 months	24 months
Other Limited Conditions	24 months	24 months	24 months	24 months
Musculoskeletal/Connective Tissue Limitation	24 months	24 months	24 months	24 months
Return to Work Incentive	12 months	12 months	12 months	12 months
Survivor Benefit	3 months	3 months	3 months	3 months
Reasonable Accommodation	Included; reimburses employers up to \$25,000 for workplace modifications that enable employees to return or remain at work			
Employer Paid Coverage Rates				
Rate/\$100 Covered Monthly Earnings	\$0.405	\$0.405	\$0.405	\$0.405



- x. **Discussion:** Modification to the section of the Animal Code, dealing with the number of dogs or cats that shall be kept, harbored, raised, or possessed at any single residence, location, or premises within the Town.

The Clerk-Treasurer began by passing out the current ordinances for the Town of Highland. He said as you read through the Ordinances, there is no mention at all of the number of dogs or cats that are permissible in a house. He said he then reached out to various communities to see what their ordinance states. He gave an example of Munster's and Cedar Lakes. Munster places no limits and Cedar Lake limits the number to three (3).

ORDINANCE NO. 1508

**AN ORDINANCE AMENDING MUNSTER TOWN CODE CHAPTER 6 AND
REQUIRING THAT ALL DOGS BE KEPT ON A LEASH WHEN OFF THEIR
OWNER'S PREMESIS OR OUTSISDE AN APPROPRIATE FENCED IN
ENCLOSURE**

WHEREAS:

It is beneficial to the public health, safety and welfare that dogs who are off the premises of their owners or not within an appropriate fenced in enclosure be kept on a leash.

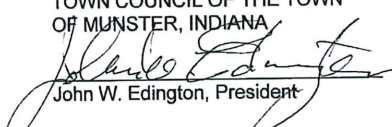
NOW THEREFORE, BE IT ENACTED AND ORDAINED that Munster Town Code Chapter 6, Section 6-5(a) is amended by the deletion of the current Section 6-5(a) which shall be replaced by the following provisions.

- a. All animals shall be kept under appropriate restraint. All dogs who are off the premises of their owners or not confined in an appropriate fenced in enclosure shall be kept on a leash.

This provision shall take effect upon passage and publication as required by law.

ENACTED and ORDAINED this 13TH day of DECEMBER, 2010 by a vote of 5 in favor and 0 opposed.

TOWN COUNCIL OF THE TOWN
OF MUNSTER, INDIANA


John W. Edington, President

ATTEST:


David F. Shafer, Clerk-Treasurer

The Town of Cedar Lake

§ 90.13 RESTRICTION ON NUMBER OF ANIMALS OR FOWL.

(A) No more than three dogs or three cats (except in the case of littermates less than six months of age) shall be kept, harbored, raised, or possessed at any single residence, location, or premises within the town, except where such keeping, harboring, raising, or possessing is incidental to the operation of an animal hospital, kennel, or agricultural pursuit located in an appropriate zone within the town. The keeping, harboring, raising, or possessing of more than three dogs or three cats except where same is incidental to

the animal hospital, kennel, or agricultural pursuit is declared a nuisance and dangerous to the public health, safety, and welfare. A violation of this section shall constitute a Class C infraction. In addition, to the penalties for this section, any person violating this section may be ordered to abate the nuisance.

(B) It shall be the duty of every police officer, or other person designated by the town for such purpose to apprehend and dispose of all dogs or cats in excess of three where such are found to be kept, harbored, raised, or possessed contrary to division (A) in accordance with the procedures set forth in §§ [90.07](#) through [90.12](#) of this chapter.

Attorney Reed commented, let's assume it's 40. Somebody has 40 dogs and 40 cats. It comes down to neglect. Our animal code is pretty extensive and it's really thorough. I suppose we could create a limit. We could create a limitation but I think right now the limitation comes down to if someone can handle that many animals and they're all being properly cared. There's no odor or there's no noise. There's no outdoor waste anything. I mean, it comes down to if you can really care for them? And if you can't that's when the that's when the nuisance violations come in. That's when all the other violations start to come into play. If you don't have them all licensed, that's a problem. It gets prohibitively more expensive the more animals you have.

The Clerk-Treasurer said you can have the most stringent rules but if they are not enforced or followed, they are of no use. He cited the most recent case were the dogs were not registered or licensed and didn't have their shots.

Council Black said his concern is if you don't specify a limit, someone could be running a puppy mill out of their house or home. He said it was his understanding in the most incident only one of the dogs was not a puppy.

Attorney Reed responded that that is correct. The dog no longer with us was the only non-puppy.

Councilor Black said he would like to see the Town take the lead and put down a number of animals allowed in a house. He had talked with some breeders who said a puppy can be removed from the mother at twelve (12) weeks. Maybe we can make our ordinance read fifteen (15) weeks after birth the puppies need to be removed. Maybe pick a limit of 4 dogs not including puppies.

Councilor Schocke said hypothetically speaking, you probably wouldn't want 3 full size dogs in a studio apartment. I'm just saying whatever we choose, we may want to have provisions based on square footage or residence type or something like that.

Attorney Reed said he knew where Councilor Schocke is coming from as rich people get more animals but if you have, as in Mark's example, let's say you have 20 dogs and a 600 square foot home, there is no way you can humanly care for or treat those animals right. So maybe there's a justifiable limit which is why I'm saying in the current code, the number of animals is covered to a certain extent if they can be properly cared for. If the

animals are being cared for, it's not a problem. But when you get to a certain number and I don't know what that number is, with 4, 5, and 6 and they can't be cared for, that is a problem. I know the lady who, with her husband basically started the Humane Society. Whenever there is an over crowding situation, she takes them home. The dogs live a better life than most humans. Maybe we can search around to see what some other states or towns who have numbers to see what criteria they use. Especially those that have been challenged in court and have been successful so we could feel more comfortable about implementing ours.

Councilor Black said he personally didn't see a problem but then our Attorney may provide different legal advice. He brought up about an ordinance the Town passed regarding the number of puppies a pet shop could have. The Ordinance passed by Highland was overturned by the state legislature.

Councilor Sheeman asked about raising the from \$10 currently charged to \$25?

Councilor Zemen said you would get even less people getting a license if you raised it.

Councilor Schocke asked what constitutes or determines a dangerous dog? It says the Town can declare, how is that determined? It says the Animal Warden can make that determination.

Attorney Reed said it is the Animal Warden or his designee that can make the determination. Once the determination is made, the owner of the animal can appeal it before the Police Commission. The Police Commission will make the final finding. A dog cannot be destroyed until the appeal is heard and the process completed.

Councilor Black said he would like to see a number set as determined by the amount of square footage of a house.

Councilor Schocke said what happens if you have multi-family versus residential? Is the limit different for apartments, duplexes and single family houses?

Councilor Sheeman said most apartments or condo associations have rules about dogs and generally the rules are no pet policies unless it is a service animal. In the case of a service animal, you have to have a letter from the healthcare department.

Councilor Zemen said if he was a renter, he would have zero animals. He couldn't believe the renter involved in the mauling didn't have his dogs licensed and vaccinated.

Councilor Schocke said three (3) dogs seems reasonable in my eyes if we're not going to base it on square footage. I would think that people who already have more than three (3) now might be grandfathered, so nobody has to get rid of their dogs. Maybe that would be an incentive to have people come in and get their dogs licensed, especially if they have more than three (3). If you have more than three (3) dogs and you register them in the grace period, no questions asked but if you don't register them and the Town

finds out, the maximum number of 3 will be enforced. Give them a window to license their dogs.

Councilor Schocke raised the question on how do you determine a puppy? Say you find a house with more than 3 dogs and the owner says, oh, they're just puppies.

Chief Potesta said you'd have to refer to the papers when they were born or received their shots.

Attorney Reed said to let him search around to see if he can find someone else's ordinance and without plagiarizing it, come up with an ordinance of our own.

Councilor Schocke said maybe when registering their animal's, they are required to show proof of home owners or renters' insurance.

Councilor Sheeman asked Councilor Schocke whether service dogs should be included.

Councilor Schocke said of course, as service dogs also bite people.

8/17/23, 11:49 AM

Chapter 6.05 GENERAL PROVISIONS

**Chapter 6.05
GENERAL PROVISIONS**

Sections:

- 6.05.010 Definitions.
- 6.05.020 Enforcement generally.
- 6.05.030 Licensing authority.
- 6.05.040 Confinement, restraint and prevention of nuisances.
- 6.05.050 Impoundment and violation notice.
- 6.05.060 Animal care and treatment.
- 6.05.070 Keeping of wild animals.
- 6.05.080 Performing animal exhibitions.
- 6.05.090 Rabies control.
- 6.05.100 Animal waste.
- 6.05.110 Penalty.

6.05.010 Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Animal means any live, vertebrate creature, domestic or wild.

Animal shelter means any facility operated by a humane society or municipal agency or its authorized agents for the purpose of impounding or caring for animals held under the authority of this chapter or state law.

Auction means any place or facility where animals are regularly bought, sold or traded, except for those facilities otherwise defined in this chapter. This definition does not apply to individual sales of animals by owners.

Circus means a commercial variety show featuring animal acts for public entertainment.

Commercial animal establishment means any pet shop, grooming shop, auction, riding school or stable, zoological park, circus, performing animal exhibition or kennel.

Grooming shop means a commercial establishment where animals are bathed, clipped, plucked or otherwise groomed.

Humane officer means any person designated by the state, municipal government or a humane society as a law enforcement officer who is qualified to perform such duties under law.

Humane society means any organization for the prevention of cruelty to animals incorporated under the laws of the state.

Kennel means an establishment wherein any person engages in the business of boarding, breeding, buying, selling, training for a fee, or selling dogs and cats.

<https://www.codepublishing.com/IN/Highland/#/Highland05/Highland0505.htm#6.05>

1/5

Memorandum of Meeting
Monday, August 21, 2023

8/17/23, 11:49 AM

Chapter 6.05 GENERAL PROVISIONS

"Owner" means any person, partnership, or corporation owning, keeping or harboring one or more animals. An animal shall be deemed to be harbored if it is fed or sheltered for three consecutive days or more.

"Performing animal exhibition" means any spectacle, display, act or event other than circuses, in which performing animals are used.

"Pet" means any animal kept for pleasure rather than utility.

"Pet shop" means any person, partnership or corporation, whether operated separately or in connection with another business enterprise except for a licensed kennel, that buys, sells, or boards any species of animals.

"Public nuisance" means any animal which:

(A) Molests passersby or passing vehicles;

(B) Attacks other animals;

(C) Trespasses on school grounds;

(D) Is repeatedly at large;

(E) Damages private or public property;

(F) Barks, whines or howls in an excessive, continuous or untimely fashion which, by causing frequent or long continued noise, shall disturb the comfort or repose of any persons in the vicinity.

"Restraint" means any animal secured by a leash or lead, or under the control of a responsible person and obedient to that person's commands, or within the real property limits of its owner.

"Riding school or stable" means any place which has available for hire, boarding and/or riding instruction any horse, pony, donkey, mule or burro.

"Veterinary hospital" means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseased and injured animals.

"Vicious animal" means any animal which constitutes a physical threat to human beings or other animals.

"Wild animal" means any live monkey (nonhuman primate), raccoon, skunk, fox, poisonous snake, leopard, panther, tiger, lion, lynx, or any other warm-blooded mammal which can normally be found in wild areas.

"Zoological park" means any facility other than a pet shop or kennel displaying or exhibiting one or more species of nondomesticated animals operated by a person, partnership, corporation or government agency. [Ord. 730, 1976, Code 1983 § 4-1; Code 2000 § 92.01].

6.05.020 Enforcement generally.

The provisions of this chapter shall be enforced by the Highland police department, its designated animal control official, or the chief inspector or associate inspector for code enforcement of the town. [Ord. 730, 1976; Ord. 1012, 1995, Code 1983 § 4-2; Code 2000 § 92.02].

6.05.030 Licensing authority.

Written applications for licenses provided for under this chapter shall be made to the clerk-treasurer of the town who shall be empowered to issue all permits and perform all other functions granted to the "licensing authority" under this chapter. [Ord. 730, 1976, Code 1983 § 4-3; Code 2000 § 92.03].

6.05.040 Confinement, restraint and prevention of nuisances.

(A) All dogs shall be kept under restraint.

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2/5

Memorandum of Meeting
Monday, August 21, 2023

8/17/23, 11:49 AM

Chapter 6.05 GENERAL PROVISIONS

(B) Every owner shall exercise proper care and control over his animal to prevent it from becoming a public nuisance.

(C) Every female dog or cat in season shall be confined in a building or secure enclosure in such a manner that such female dog or cat cannot come into contact with another animal except for planned breeding.

(D) Every vicious animal shall be confined by the owner within a building or secure enclosure and shall be securely muzzled or caged whenever off the premises of its owner.

(E) It shall be unlawful for any animal to make, continue, or cause to be made or continued any loud barking, whines or howls in an excessive, continuous, or untimely fashion which by causing frequent or loud continued noise shall disturb the comfort or repose of any person in the vicinity. [Ord. 730, 1976. Code 1983 § 4-4; Code 2000 § 92.04].

Penalty, see HMC 6.05.110.

Statutory reference: Livestock and poultry at large, see IC 15-2-1-21-8.

6.05.050 Impoundment and violation notice.

(A) Unrestrained dogs and nuisance animals shall be taken by the police animal control officers or other designated humane officers and impounded in an animal shelter and there confined in a humane manner.

(B) If, by a license tag or other means, the owner of the impounded animal can be identified, the animal control officer shall immediately upon impoundment notify the owner of the impoundment by telephone or by mail, and maintain a contemporaneous record of the communication, noting particularly the time of day and the date of the communication or attempt.

(C) An owner reclaiming an impounded animal shall pay a reclaiming fee of \$25.00, plus a fee of \$15.00 for each full or partial day the animal has been impounded.

(D) An animal not reclaimed by its owner within the legal impoundment period shall become the property of the town or the humane society in which such animal may be placed, and shall be placed for adoption in a suitable home or humanely euthanized. The owner of an unclaimed animal shall still be responsible for fees under this section.

(E) The legal impoundment period shall be either not less than five working days or until the impounded animal is properly reclaimed by its owner, whichever occurs sooner.

(F) No unclaimed dog or cat shall be released for adoption in a suitable home without a written agreement from the adopter agreeing to and guaranteeing that such animal will be sterilized. If an adopted dog or cat is subsequently impounded and not sterilized, it shall not be released. [Ord. 1336 § 1, 2006. Code 2000 § 92.05].

6.05.060 Animal care and treatment.

(A) Every owner shall provide his animals with sufficient good and wholesome food and water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering, and with humane care and treatment.

(B) No person shall beat, cruelly ill-treat, torment, overload, overwork, or otherwise abuse an animal, or cause, instigate or permit any dogfight, cockfight, bullfight or other combat between animals or between animals and humans.

(C) No person shall abandon such animal.

(D) No person shall crop a dog's ears, except when a licensed veterinarian issues a signed certificate that the operation is necessary for the dog's health and comfort, or except where said cropping is done for the purpose of showing the animal, and in no event shall any person except a licensed veterinarian perform such an operation.

(E) Chickens, ducklings, or rabbits younger than eight weeks of age shall not be sold in quantities of less than 12 to a single purchaser.

(F) Any person who, as the operator of a motor vehicle, strikes a domestic animal, shall stop at once and render such assistance as may be possible and shall immediately report such injury or death to the animal's owner; in the event that the owner cannot be ascertained and located, such operator shall at once report the accident to the appropriate law enforcement agency, or to the local humane society.

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3/5

8/17/23, 11:49 AM

Chapter 6.05 GENERAL PROVISIONS

(G) No person shall expose any known poisonous substance, whether mixed with food or not, so that the same shall be liable to be eaten by any animal; provided, that it shall not be unlawful for a person to expose on his own property common rat poison mixed only with vegetable substances.

(H) If a person is found guilty of violating this section, his permit or license to own or keep or to have custody of animals shall be deemed automatically revoked and no new permit or license shall be issued for a period of two years and only after approval by the licensing authority upon the determination that such person is not disposed to a repetition of such acts of cruelty. [Ord. 730, 1976, Code 1983 § 4-8; Code 2000 § 92.06].

Penalty, see HMC 6.05.110.

Statutory reference: Cruelty to animals, see IC 35-46-3-3 et seq. Sale of colored fowl, etc., see IC 15-2-1-21-13.

6.05.070 Keeping of wild animals.

(A) No person shall keep or permit to be kept on his premises any wild or vicious animal for display or for exhibition purposes, whether gratuitously or for a fee. This section shall not be construed to apply to zoological parks, performing animal exhibitions or circuses.

(B) No person shall keep or permit to be kept any wild animal as a pet. [Ord. 730, 1976, Code 1983 § 4-7; Code 2000 § 92.07].

Penalty, see HMC 6.05.110.

6.05.080 Performing animal exhibitions.

(A) No performing animal exhibition shall be permitted in which animals are induced or encouraged to perform through the use of chemical, mechanical, electrical or manual devices in a manner which will cause, or is likely to cause, physical injury or suffering.

(B) All equipment used on a performing animal shall fit properly and be in good working order and condition. [Ord. 730, 1976, Code 1983 § 4-8; Code 2000 § 92.08].

Penalty, see HMC 6.05.110.

6.05.090 Rabies control.

(A) It shall be unlawful for any person to own or harbor a dog or cat over the age of four months without a valid rabies vaccination.

(B) Persons bringing dogs or cats into the town shall have readily available, as proof of vaccination, a valid rabies certificate signed by a licensed veterinarian or issued by an approved governmental agency. Animals which do not qualify shall either be immediately removed from the town or be vaccinated by a licensed veterinarian.

(C) Any animal having a valid rabies vaccination which bites a person shall be quarantined on the premises of its owner under supervision of the county health department for the period of time ordered by such department. The animal shall be securely confined and kept from contact with any other animal during quarantine.

(D) If any animal shall be confined in any animal shelter, veterinary hospital, or in any means placed under the custody of the town, and said animal has not had the required rabies shots, then prior to the release of said animal, the required rabies shots must be given at the sole expense of the owner of said animal. The expense of said rabies shots and/or treatment shall be paid by the owner prior to the animal's release.

(E) No person shall knowingly allow such confined animal to escape, or sell, give away, or otherwise dispose of such animal before the expiration of the quarantine period. [Ord. 730, 1976, Code 1983 § 4-9; Code 2000 § 92.09].

Penalty, see HMC 6.05.110.

Statutory reference: Rabies control generally, see IC 15-2-1-5-1 et seq.

6.05.100 Animal waste.

The owner of every animal shall be responsible for the removal of any excreta deposited by his animal on public walks, recreation areas, or private property. [Ord. 730, 1976, Code 1983 § 4-10; Code 2000 § 92.10].

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4/5

8/17/23, 11:49 AM

Chapter 6.05 GENERAL PROVISIONS

Penalty, see HMC 6.05.110.

6.05.110 Penalty.

(A) Except as otherwise provided, any person, entity or organization who shall violate HMC 6.05.040(A), (B) or (E), 6.05.090, 6.05.100, or 6.10.010 shall be fined in the amount set forth in the designated schedule as a payable offense subject to admission before the violations clerk of the ordinance violation bureau in the amount set forth in the admissions clerk payable offenses schedule in HMC 9.85.060.

(B) If such persons, entity or organization shall violate HMC 6.05.040(A), (B) or (E), 6.05.090, 6.05.100, or 6.10.010 and there is a failure to satisfy the civil violation as set forth in Chapter 9.85 HMC, then such violations shall be construed as justiciable offenses, and upon conviction or a finding of liable, shall be subject to a fine of not less than \$10.00, and no more than \$100.00 per violation. Each day of such unlawful activity as is prohibited shall be deemed a separate offense.

(C) Any person violating any other provisions of this chapter excluding those provisions set forth in subsections (A) and (B) of this section shall be punished by a fine of not less than \$10.00, and no more than \$100.00 per violation. Each day of such unlawful activities as is prohibited shall be deemed a separate offense. [Ord. 1471 § 1, 2010; Code 1993 § 4-11; Code 2000 § 92.99].

Statutory reference: Limitations on penalties, see IC 36-1-3-8(9) and (10).

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5/5

8/17/23, 11:49 AM

Chapter 6.10 LICENSES AND PERMITS

**Chapter 6.10
LICENSES AND PERMITS**

Sections:

- 6.10.010 Licenses.**
- 6.10.020 Permits for commercial animal establishments or animal shelters.**
- 6.10.030 Issuance, revocation, and the like.**

6.10.010 Licenses.

- (A) Any person owning, keeping, harboring or having custody of any animal over three months of age within this town must obtain a license as herein provided. This provision may not apply to the keeping of small cage birds, aquatic and amphibian animals, or hamsters, guinea pigs and gerbils solely as pets.
- (B) Written application for licenses shall be made to the licensing authority which shall include the name and address of the applicant, the description of the animal, the appropriate fee, and rabies certificate issued by a licensed veterinarian or anti-rabies clinic.
- (C) If not revoked, licenses for the keeping of dogs and cats shall be for a period of one year.
- (D) Application for a license must be made within 30 days after obtaining a dog or cat over three months, except that this requirement will not apply to a nonresident keeping a dog or cat within the town for no longer than 60 days.
- (E) License fees shall not be required for seeing-eye dogs or governmental police dogs.
- (F) Upon acceptance of the license application and fee, the licensing authority shall issue a durable tag or identification collar stamped with the identifying number and the year of issuance. Tags should be designed so that they may be conveniently fastened or riveted to the animal's harness or collar.
- (G) Dogs and cats must wear identification tags or collars at all times when off the premises of the owners.
- (H) The licensing authority shall maintain a record of the identifying numbers of all tags issued and shall make this record available to the public.
- (I) The licensing period shall begin with the fiscal year and shall run for one year. The regular license application period shall be deemed to be 30 days prior to and up to 60 days after the start of the fiscal year. A special late application period shall begin 61 days following the start of the fiscal year and ends with the start of the succeeding application period. A special late fee in the amount identified in the schedule in this chapter may be charged for all applications made during the special late application period.
- (J) A license shall be issued after payment of the applicable fee shown in the following schedule:
Fee Schedule Regular Licensing Period
 - (1) For each unneutered male dog, \$10.00.
 - (2) For each unneutered male cat, \$10.00.

<https://www.codepublishing.com/IN/Highland/H/Highland06/Highland0610.html#6.10>

1/4

Memorandum of Meeting
Monday, August 21, 2023

8/17/23, 11:49 AM

Chapter 6.10 LICENSES AND PERMITS

- (3) For each unspayed female dog, \$10.00.
- (4) For each unspayed female cat, \$10.00.
- (5) For each neutered male dog, \$7.00.
- (6) For each neutered male cat, \$7.00.
- (7) For each spayed female dog, \$7.00.
- (8) For each spayed female cat, \$7.00.
- (9) For each pet other than a cat or dog, \$7.00.

Fee Schedule Late Licensing Period

- (1) For each unneutered male dog, \$15.00.
- (2) For each unneutered male cat, \$15.00.
- (3) For each unspayed female dog, \$15.00.
- (4) For each unspayed female cat, \$15.00.
- (5) For each neutered male dog, \$12.00.
- (6) For each neutered male cat, \$12.00.
- (7) For each spayed female dog, \$12.00.
- (8) For each spayed female cat, \$12.00.
- (9) For each pet other than a cat or dog, \$12.00.

(K) A duplicate license may be obtained upon payment of a \$5.00 replacement fee.

(L) No person shall use the license for any animal other than the animal for which the license was issued. [Ord. 730, 1976; Ord. 730A, 1980; Ord. 1065, 1997; Ord. 1687 § 4, 2018. Code 1983 § 4-26; Code 2000 § 92.20].

Penalty, see HMC § 05.110.

6.10.020 Permits for commercial animal establishments or animal shelters.

(A) No person shall operate a commercial animal establishment or animal shelter without first obtaining a permit in accordance with this section.

(B) The licensing authority shall promulgate regulations for the issuance of permits and shall include requirements for humane care for all animals and for compliance with the provisions of this chapter and other applicable laws. The licensing authority may amend such regulations from time to time as deemed desirable for public health and welfare and for the protection of animals.

(C) Upon showing by an applicant for a permit that he is willing and able to comply with the regulations promulgated by the licensing authority, a permit shall be issued upon payment of the applicable fee, after inspection.

<https://www.codepublishing.com/IN/Highland/RU/Highland06/Highland0610.html#6.10>

2/4

Memorandum of Meeting
Monday, August 21, 2023

8/17/23, 11:49 AM

Chapter 6.10 LICENSES AND PERMITS

(D) The permit period shall begin with the fiscal year and shall run for one year.

Renewal applications for permits shall be made 30 days prior to and up to 60 days after the start of the fiscal year. Applications for permits to establish a new commercial establishment under the provisions of this chapter may be made at any time.

(E) If there is a change in the ownership of a commercial animal establishment, the new owner may have the current permit transferred to his name by paying a \$10.00 transfer fee.

(F) Permits shall be issued upon payment of the applicable fee:

(1) For each kennel authorized to house less than 15 dogs or cats, \$25.00.

(2) For each kennel authorized to house 15 or more but less than 50 dogs or cats, \$40.00.

(3) For each kennel authorized to house 50 or more dogs or cats, \$65.00.

(4) For each pet shop, \$55.00.

(5) For each riding stable, \$75.00.

(6) For each auction, \$25.00.

(7) For each zoological park, \$50.00.

(8) For each circus, \$50.00.

(9) For each performing animal exhibition, \$25.00.

(10) For each grooming establishment, \$15.00.

(G) Every facility regulated by this chapter shall be considered a separate enterprise and shall require an individual permit.

(H) Persons operating kennels for the breeding of dogs and cats which handle less than 10 animals may elect to license such animals individually.

(I) No fee may be required of any veterinary hospital, animal shelter, or government-operated zoological park.

(J) Any person who has a change in the category under which a permit was issued shall be subject to reclassification and appropriate adjustment in the permit fee shall be made.

(K) Permits issued to any commercial establishment under this chapter shall be displayed prominently at the place of business covered by this permit. [Ord. 730, 1976; Ord. 730A, 1988, Code 1983 § 4-27; Code 2000 § 92.21].

Penalty, see HMC 6.05.110.

6.10.030 Issuance, revocation, and the like.

(A) The licensing authority may revoke any permit or license if the person holding the permit or license refuses or fails to comply with this chapter, the regulations promulgated by the licensing authority, or any law governing the protection and keeping of animals.

(B) Any person whose permit or license is revoked shall, within 10 days thereafter, humanely dispose of all animals owned, kept or harbored by such person and no part of the permit or license fee shall be refunded.

(C) It shall be a condition of the issuance of any permit or license that the licensing authority shall be permitted to inspect all animals and the premises where animals are kept. Entry shall occur during reasonable business hours. Entry shall be with the consent of a rightful occupant of the premises, except where a public safety emergency justifies a warrantless

<https://www.codepublishing.com/IN/Highland/Highland06/Highland0610.html#6.10>

2/4

Memorandum of Meeting
Monday, August 21, 2023

8/17/23, 11:49 AM

Chapter 6.10 LICENSES AND PERMITS

entry. If entry is refused, a warrant may be procured to inspect the premises under the terms of [IC 36-7-9-15](#). If permission for such inspections is refused, the licensing authority shall revoke the permit or license of the refusing owner.

(D) If the applicant has withheld or falsified any information on the application, the licensing authority shall refuse to issue the permit or license.

(E) No person who has been convicted of cruelty to animals shall be issued a permit or license to operate a commercial animal establishment.

(F) Any person having been denied a license or permit shall not reapply for a period of 30 days. Each reapplication shall be accompanied by a \$10.00 fee. [Ord. 730, 1976; amended during 2012 recodification. Code 1963 § 4-28; Code 2000 § 92.22].

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<https://www.codepublishing.com/IN/Highland/Highland06/Highland0610.html#6.10>

4/4

8/17/23, 11:50 AM

Chapter 6.15 DANGEROUS DOGS

Chapter 6.15
DANGEROUS DOGS

Sections:

- 6.15.010 Definitions.
- 6.15.020 Procedure for declaring a dog dangerous.
- 6.15.030 Notification of dangerous dog declaration.
- 6.15.040 Hearing on dangerous dog declaration.
- 6.15.050 Appeal from dangerous dog declaration.
- 6.15.060 Penalties and impoundment.
- 6.15.070 Immediate impoundment.
- 6.15.080 Impoundment hearing.
- 6.15.090 Destruction.
- 6.15.100 Appeal from order of humane destruction.
- 6.15.110 Change of ownership.
- 6.15.120 Continuation of dangerous dog declaration.

6.15.010 Definitions.

When used in this chapter, the following words, terms, and phrases, and their derivations shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Animal warden" means any person employed or appointed by the town who is authorized to investigate and enforce violations relating to animal control or cruelty under the provisions of this chapter.

"At large" means that a dog is not under the direct control of the owner.

"Dangerous dog" means any dog that, because of its aggressive nature, training or characteristic behavior, presents a risk of serious physical harm or death to human beings, or would constitute a danger to human life, physical well being, or property if not kept under the direct control of the owner. This definition shall not apply to dogs utilized by law enforcement officers in the performance of their duties. The term "dangerous dog" includes any dog that according to the records of either the animal warden for the town of Highland, the Lake County animal control, or any law enforcement agency:

(A) Has aggressively bitten, attacked, endangered, or inflicted severe injury on a human being on public or private property; or when unprovoked has chased or approached a person upon the street, sidewalk, or any public grounds in a menacing fashion or apparent attitude of attack; provided, that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by any of the above-referenced authorities;

(B) Has severely injured or killed a domestic animal while off the dog owner's property; or

(C) Has been used primarily or in part for the purpose of dog fighting, or is a dog trained for dog fighting.

<https://www.codepublishing.com/IN/Highland/Highland06/Highland0615.html#6.15>

1/5

8/17/23, 11:50 AM

Chapter 6.15 DANGEROUS DOGS

"Direct control" means immediate, continuous physical control of a dog such as by means of a leash, cord, secure fence, or chain of such strength to restrain the dog and controlled by a person capable of restraining the dog, or safe and secure restraint within a vehicle. If the controlling person is at all times fully and clearly within unobstructed sight and hearing of the dog, voice control shall be considered direct control when the dog is actually participating in training or in an official showing, obedience, or field event. Direct control shall not be required of dogs actually participating in a legal sport in an authorized area or to government police dogs.

"Impoundment" means the taking or picking up and confining of an animal by any police officer, animal warden or any other public officer under the provisions of this chapter.

"Muzzle" means a device constructed of strong, soft material or of metal, designed to fasten over the mouth of an animal to prevent the animal from biting any person or other animal.

"Owner" means any person, partnership, corporation or other legal entity owning, harboring or keeping any animal, or in the case of a person under the age of 18, that person's parent or legal guardian. An animal shall be deemed to be harbored if it is fed or sheltered for three or more consecutive days. This definition shall not apply to any veterinary clinic or boarding kennel.

"Sanitary condition" means a condition of good order and cleanliness to minimize the possibility of disease transmission.

"Under restraint" means that an animal is secured by a leash, led under the control of a person physically capable of restraining the animal and obedient to that person's commands, or securely enclosed within the real property limits of the owner's premises. [Ord. 1509 § 1, 2012. Code 2000 § 92.30].

6.15.020 Procedure for declaring a dog dangerous.

(A) Any adult person may request under oath that a dog be classified as dangerous as defined in HMC 6.15.010 by submitting a sworn, written complaint on an approved form to the town of Highland animal warden. Upon receipt of such complaint, the animal warden shall notify the owner of the dog that a complaint has been filed and that an investigation into the allegations as set forth in the complaint will be conducted.

(B) At the conclusion of an investigation, the animal warden may:

- (1) Determine that the dog is not dangerous and, if the dog is impounded, waive any impoundment fees incurred and release the dog to its owner; or
- (2) Determine that the dog is dangerous and retain custody of the dog until notice is provided to its owner. [Ord. 1509 § 1, 2012. Code 2000 § 92.31].

6.15.030 Notification of dangerous dog declaration.

(A) Within five business days after declaring a dog dangerous, the animal warden shall notify the owner by certified mail or personal service of the dog's designation as a dangerous dog and the right to a hearing, as set forth in HMC 6.15.040. The animal warden also shall notify the Highland police department of the designation of any dog as a dangerous dog. Such notification shall describe the dog and dog owner.

(B) The notice shall inform the dog owner that he may request, in writing within five business days after delivery of the dangerous dog declaration notice, a hearing before the metropolitan board of police commissioners for the town of Highland to contest the animal warden's finding and designation.

(C) If the animal warden cannot with due diligence locate the owner of a dog that has been seized pursuant to this chapter, the animal warden shall cause the dog to be impounded for not less than five business days. If after five days, the owner fails to claim the dog, the animal warden may cause the dog to be humanely destroyed. [Ord. 1509 § 1, 2012. Code 2000 § 92.32].

6.15.040 Hearing on dangerous dog declaration.

(A) The metropolitan board of police commissioners for the town of Highland shall hold a hearing within 15 business days after receiving the dog owner's written request for such a hearing. The metropolitan board of police commissioners shall provide notice of the date, time and location of the hearing to the dog owner by certified mail and to the complainant by regular mail.

(B) At a hearing, all interested persons shall be given the opportunity to present evidence on the issue of the dog's dangerousness. Criteria to be considered in a hearing required by this section shall include but not be limited to the following:

<https://www.codepublishing.com/IN/Highland/Highland0615.htm#6.15>

2/5

8/17/23, 11:50 AM

Chapter 6.15 DANGEROUS DOGS

(1) Provocation;

(2) Severity of attack or injury to a person or domestic animal;

(3) Previous aggressive history of the dog;

(4) Observable behavior of the dog;

(5) Site and circumstances of the incident; and

(6) Statements from interested parties.

(C) A determination at a hearing that the dog is in fact a dangerous dog as defined in HMC 6.15.010 shall subject the dog and its owner to the provisions of this chapter.

(D) Failure of the dog owner to request a hearing shall result in the dog being finally declared a dangerous dog and shall subject the dog and its owner to the provisions of this chapter. [Ord. 1509 § 1, 2012. Code 2000 § 92.33].

6.15.050 Appeal from dangerous dog declaration.

If the metropolitan board of police commissioners for the town of Highland determines that a dog is dangerous at the conclusion of a hearing conducted under HMC 6.15.040, that decision shall be final unless the dog owner appeals to a court of competent jurisdiction for any remedies that may be available within 10 days after receiving notice that the dog has been finally declared dangerous. The appeal must be a trial de novo and shall be a civil proceeding for the purpose of affirming or reversing the metropolitan board of police commissioner's determination of dangerousness. [Ord. 1509 § 1, 2012. Code 2000 § 92.34].

6.15.060 Penalties and impoundment.

Any person found guilty of owning or housing a dangerous dog as described in this chapter shall have his or her permit or license to own, keep or to have custody of animals automatically revoked and no new permit or license shall be issued for a period of two years and only after hearing and approval by the metropolitan board of police commissioners for the town of Highland upon a determination that such person is not disposed to a repetition of such violations of this chapter. [Ord. 1509 § 1, 2012. Code 2000 § 92.35].

6.15.070 Immediate impoundment.

(A) A dog declared to be dangerous shall be immediately impounded without a preimpoundment hearing when the animal warden or his designee determines such immediate impoundment is necessary for the protection of public health or safety. Such immediate impoundment may be ordered when the dog bites a person or domestic animal.

(B) The owner or custodian of the dog immediately impounded pursuant to subsection (A) of this section shall be notified of the impoundment by certified mail or personal service within five business days after the dog's impoundment.

(C) The notice of impoundment shall inform the owner or custodian of the dog that he may request, in writing, within five business days after the mailing of the notice of impoundment, a hearing before the metropolitan board of police commissioners for the town of Highland to contest the impoundment.

(D) Upon request by the owner or custodian of the dog for a hearing under subsection (C) of this section, a hearing shall be held within 10 business days after such request. Notice of the date, time and location of the hearing shall be provided by certified mail to the dog owner requesting the hearing. [Ord. 1509 § 1, 2012. Code 2000 § 92.36].

6.15.080 Impoundment hearing.

(A) If after a hearing on impoundment, the metropolitan board of police commissioners finds no violation of HMC 6.15.060, or that the dog has not bitten an individual, the dog shall be returned to its owner or custodian if already impounded, or shall not be impounded as intended.

(B) Incident to the findings and conclusions made at the impoundment hearing, the animal warden or his designee may impose reasonable restrictions and conditions for the maintenance of the dog to ensure the health and safety of the public and the animal. Such conditions may include, but shall not be limited to:

(1) Posting of bond or other proof of ability to respond in damages;

<https://www.codepublishing.com/VN/Highland/Highland06/Highland0615.html#6.15>

3/5

8/17/23, 11:50 AM

Chapter 6.15 DANGEROUS DOGS

(2) Specific requirements as to size, construction and design of a kennel in which to house the dog;

(3) Requirements as to type and method of restraint and/or muzzling of the dog;

(4) Photo identification or permanent marking of the dog for purposes of identification; and

(5) Payment of reasonable fees to recover the costs incurred by the animal warden in ensuring compliance with this chapter. [Ord. 1509 § 1, 2012, Code 2000 § 92.37].

6.15.090 Destruction.

(A) The animal warden or his designee may order the destruction of a dog that it determines to be extremely dangerous to public health or safety, a dog that has made an extremely vicious attack upon an individual or another domestic animal, or a dog declared dangerous whose owner is unable or unwilling to provide it with a new home outside town limits.

(B) The animal warden or his designee shall give written notice by certified mail or personal service of his intention to destroy such dog to the owner or custodian of the dog, who may request in writing, within 10 business days after delivery of such notice, a hearing before the board of metropolitan police commissioners for the town of Highland to contest the intended destruction.

(C) If no hearing is requested pursuant to subsection (B) of this section, the dog shall be destroyed pursuant to applicable provisions of law.

(D) If a hearing is requested pursuant to subsection (B) of this section, such hearing shall be held within 10 business days after the request, and the dog shall not be destroyed prior to the conclusion of the hearing.

(E) The dog owner shall be responsible for payment of all boarding costs and other fees as may be required for the animal warden to humanely and safely keep the animal during any legal proceeding. [Ord. 1509 § 1, 2012, Code 2000 § 92.38].

6.15.100 Appeal from order of humane destruction.

If the metropolitan board of police commissioners for the town of Highland orders a dangerous dog to be humanely destroyed pursuant to HMC 6.15.090, that decision shall be final unless the dog owner appeals to a court of competent jurisdiction for any remedies that may be available within 10 days after receiving notice of the destruction order. If an appeal is timely filed, the animal warden shall suspend the destruction order pending the final determination of the court. The appeal hearing must be a trial de novo and shall be a civil proceeding for the purpose of affirming or reversing the metropolitan board of police commissioner's destruction order. [Ord. 1509 § 1, 2012, Code 2000 § 92.39].

6.15.110 Change of ownership.

(A) Any owner of a dangerous dog who sells or otherwise transfers ownership, custody or residence of the dog shall, within 10 business days after such change of ownership or residence, provide written notification to the animal warden of the name, address and telephone number of the new owner. It also shall be the responsibility of the person transferring ownership or custody of the dog to provide written notification of the dog's classification as dangerous to the person receiving the dog. The previous owner shall furnish a copy of such notification to the animal warden along with written acknowledgment by the new owner of his receipt of such notification. The animal warden or his designee shall notify the Highland police department of any changes of ownership, custody or residence of the dog within three business days after receiving the required information from the previous dog owner.

(B) Any owner of a dangerous dog shall not sell or otherwise transfer ownership, custody or residence of the dog to any other resident of the town of Highland. [Ord. 1509 § 1, 2012, Code 2000 § 92.40].

6.15.120 Continuation of dangerous dog declaration.

No dog that has been declared dangerous by any agency or department of the town, another municipality, county, or state shall be allowed to reside within the limits of the town of Highland. A person found in possession of or owning any dog designated as a dangerous dog by any municipality, county, or state government shall be subject to this chapter and the penalties established in HMC 6.15.060. [Ord. 1509 § 1, 2012, Code 2000 § 92.41].

<https://www.codepublishing.com/IN/Highland/#/Highland06/Highland0615.html#6.15>

4/5

Final comments from 5th Ward Town Councilman Roger Sheeman as tonight is his last Council meeting as he is moving to Georgia.

He said, today is my last in person Council meeting as I am moving to Georgia. Life changes and sometimes it happens sooner than you think. I just wanna thank all the members of this Council that I served with these past 3 and a half years. I think we've accomplished some things for the town and I'm kind of proud of that. I know whoever's on the Council next year will continue to work to improve the Town of Highland and

quality of life. We have some new businesses opening and the downtown is flourishing. We have more activities going on than we've had four (4) years ago. Those are good things. I just wanna take a moment to thank all the firefighters who spent hours and hours preparing Central Station for Chief Timmer's funeral this past Saturday. It was amazing. The firehouse looked amazing and I know they worked their tails off doing that and it's something they wanted to do to send the Chief off in a proper way and it was a beautiful thing. So, my thanks to the firefighters for doing all that. I'm moving on and somebody will be taking my place in another week or so. You'll have elections coming up in November and a new council and I hope they'll continue to move the town forward. I wanna thank everybody for the kind words that have been sent to me and I wanna thank the ones that said bad words about me as it comes with the territory. So Highland, thank you so much. I love the Town. There's a lot of good people here. A lot of good people who work together. So, thank you very much.

Clerk-Treasurer Herak wished Councilor Sheeman all the very best on his future endeavors.

Councilor Black asked if there were any additional agenda items. Hearing none, he adjourned the meeting at 7:10 p.m.