

**Enrolled Memorandum of the Meeting
Study Session/Meeting (Convened Electronically/Hybrid)
Twenty-Ninth Town Council of Highland
Monday, October 2, 2023**

The Twenty-Ninth Town Council of the Town of Highland, Lake County, Indiana met in a study session on **Monday, August 7 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. **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. **Town Representative to the Lake County Public Safety Communications Commission.** *Pursuant to Lake County Ordinance No. 1362A-2, the Town of Highland is a Group A municipality, so the appointment is an Executive appointment. Term expires 12.31.2024 and terms are four years. (Currently vacant with the passing of Fire Chief William R. Timmer, Jr., CFOD)*

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..*
2. **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)
3. **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. *(Appointment vacated by John Bach's appointment to the Sanitary Board effective October 1) This term does not expire until February 1, 2025.)*
 - 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.)*
- x. **Discussion: Review of 2024 Police Department Budget:** Metropolitan Police Chief Ralph Potesta and Police Department Administrative Assistant LuAnn Stirling will be present to answer any questions the Council might have regarding the 2024 Police Department Budget.

The Clerk-Treasurer began by informing the Council that in the 2024 Police Department budget, a new position was created called Maintenance/Support Services Division. All new positions must be approved by the Council.

Chief Potesta began by saying that the Public Safety building is approaching its seven year anniversary. He knows in the grand scheme of things that it's not that old but there are still some small things that are starting to need regular maintenance. He said they are trying to be smart with their budget. Former Chief Hojnicky actually started looking into this position right before he left and I thought it was a great idea, so that's why I'm kind of carrying the torch for it at this point. He cited some examples of why we need a position like this. For example, today we had one of our five (5) accessible doors in the lobby go bad and we were having trouble accessing the room. We use this room for interviews and taking reports and where we store the boxes for our drug prescription boxes. It's an important room that we didn't have to access. Ken Balon and no fault on his part was going to call Tri-Electronics as did in the past and we would end up paying them \$150 to \$200. That includes their minimum call out fee, parts and labor. He wasn't faulting them as they are a business and in the business to make money. Fortunately, Commander Banasiak remembered we had an issue like this before and Assistant Chief Vassar was able to fix. Assistant Chief Vassar was able to fix in a short period of time, saving us anywhere from \$150 to \$200. He said we are having ballasts going out all the time and Assistant Chief Vassar is constantly changing them. He's always on the ladder changing them. I know he's saved us \$1,000 of dollars over the years. The alternative would be us calling out an electrician and it that would be very expensive. In the letter, I listed many of the other things that Assistant Chief Vassar has done on the Public Safety Facility. He's fixed plumbing leaks, changed out faucets, repaired cabinets and replaced door locks and closures. He's replaced the air conditioning units at the dog pound, as well as, fencing in the stalls as the dogs are constantly tearing them up. He's built the new kennels down in the garage because we've had such an influx of stray dogs over the past several months. He's unplugged drains and replaced roofing which also saved us \$1,000's of dollars by being able to do the work in house. This position would strictly be an on a call out basis. We'd let the jobs pile up and then call this maintenance person to come in and fix them all at one time. There're no benefits involved and I personally don't see calling out somebody like this more than once or twice a month. There may be months where we don't even need them to come out. I don't see this being a huge expense but I think it is something that's important and I hope the Council will seriously consider it. .

The Clerk-Treasurer explained that when the budget was created a line item was created but it is the Council's call. It's up to the Council whether the line item stays in or is removed.

Councilor Schocke wanted to know at what amount was the position funded at? The Clerk-Treasurer said \$26,000.

Councilor Black asked if not all the allocated money is spent, what happens to the excess money?

The Clerk-Treasurer said the Police Department would be able to move the money around to cover any other short falls rather than applying for an additional.

Councilor Schocke said he is not necessarily opposed to it but he was thinking in terms of priorities as I mean we're down police officers and I want to see us at full strength so we can put a second officer in the schools. He asked Chief Potesta what effect this would have on having a second resource officer if this maintenance position was funded?

Chief Potesta responded that having officers on the road and in the school obviously takes precedent over this position.

Councilor Schocke continued, I'm sure that this is an important position but how often does a storm drain clog or key pad doesn't work? I mean, if its once every three (3) years and it cost the Town \$200, to me that's not a big deal. I'm not so sure we should think about \$26,000 a year position.

Chief Potesta said we'll never come close to spending \$26,000

Councilor Schocke said he is not trying to be unsupportive and I know all the stuff that Assistant Chief Vassar has done over the years and I appreciate that but I want to make sure it won't affect putting officers on the street or getting another school resource officer. He then asked the Chief if the Chief had any cost figures as to what was spent calling in outside contractors to perform maintenance work on the building?

Councilor Black said that he doubted those cost figures exist because up to this point, Assistant Chief Vassar performed all of the maintenance.

Councilor Schocke said he understands that but if get an unruly prisoner and it costs us \$300 which is far cheaper than \$26,000.

Councilor Black said he thought the \$26,000 was strictly a place holder and whatever money wasn't spent would be allowed to use on any shortfalls.

Councilor Scheeringa asked Fire Chief Pipta if he has any maintenance work that could be done if this new position was created. His thinking was there a way to combine positions as he saw a benefit in being able to do the work in house.

Chief Pipta said most of the maintenance work is done by the firefighters.

Chief Potesta reiterated to the Council his dilemma as Assistant Chief Vassar is set to retire in April. He said he doesn't know how to change a ballast.

Town Council Members

Position- Maintenance/Support Services Division
Direct Supervisor- Support Services Administrator
Hours- Part-time (no benefits), on-call
Hourly rate- \$50.00 per hour (minimum call-out 2 hours)
Budget- funds are already available in the Support Services Line

With the retirement of Assistant Chief Pat Vassar growing near, the mechanical skill-set he possesses will leave along with him, thus causing our department a major financial concern when it comes to doing in-house repairs such as electrical, plumbing, and mechanical...all of which he has assumed during his regularly scheduled duties and also which have saved the department tens of thousands of dollars since the building warranties expired nearly five (5) years ago.

Some of Pat's accomplishments include: changing/replacing the light bulbs/fixtures, adjusting lighting mechanisms for efficiency, regularly repairing clogged toilets, urinals and drains. Fixing plumbing leaks, changing faucets, changing cooler filters, repairing cabinets, repairing /replacing door locks, repairing/replacing door closures, repairing/replacing air conditioning units at the Animal Control Pound, repairing/replacing stall fencing, clearing drains, building new kennels, repairing, replacing roofing and associated building maintenance issues.

Additionally, a Commander installs/replaces the Speed Signs located throughout Town whereas this assignment, which is often a "dirty" one, could be reassigned to the maintenance person. ~~Additionally, other maintenance issues such as with Town Hall could also be incorporated into these responsibilities.~~

There is only one other town employs with the skill-set to also accomplish this task however they are not an employee of the Police Department, have other responsibilities, and are planning on retiring in the near future.

Without someone with a working knowledge of the mechanical systems of the Police Department and Animal Control, we will be forced to contact commercial professionals to accomplish these and many (and often times repetitive --prisoner clogging toilets) tasks. A local plumber charges \$175.000 for the call out plus an hourly rate (usually for a journeyman/apprentice) and parts. If not done in-house we can expect to budget much more than listed for the position and be scheduled at their availability.

We currently tend to allow a few issues surface before setting aside some time for repairs ie; we'll have a plumbing issue, a lighting issue, and a mechanical issue all of which can be resolved at one time. We would continue to forego the individual call-outs and instead contact our maintenance person when multiple issues exist so as to cut down on costs. If we go outside for repairs in the above instance we would need to contact a plumber,

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electrician, and depending on which type of mechanical issue an expert in that field thus causing us to deplete our funds in that line rather quickly.

We ask that you consider our request to establish this position in the 2024 budget so as to rein in costs associated with building maintenance. And yes... we would like to consider Pat for this position since he has been repairing many in-house issues since the Police Department was built.

Thank you for your consideration.

Ralph J. Potesta, Chief of Police

x. **Discussion: *Presentation by Dan Botich on the Allocation Area Merger Resolution.***

Dan Botich began by passing out a handout to the Council. He said what you have before you is a resolution adopted by the Plan Commission. It is a written order approving the two (2) Redevelopment Plans to be consolidated. The two (2) Redevelopment Plans are the Highland Redevelopment Plan and the Commercial Corridors Redevelopment plan. The information in the packet is an overview of the Highland Downtown Redevelopment Plan, which is also known and was originally designated and as the Redevelopment District Comprehensive Plan. He didn't want to be confusing with the Town's master plan so it is the Highland Downtown Redevelopment Plan by resolution. It has been amended over time since 1997, through 2,011. The boundaries are on page 5 and shows the boundaries of the Highland Redevelopment Area. Generally, it's along the Kennedy Avenue corridor and along Ridge Road, including the Public Works Facilities on the north and the Grand Calumet or Little Calumet River on the south. It's been in existence since 1997. The plan has not changed since 2011. The purpose was to consolidate the Highland Downtown Redevelopment Plan with the Redevelopment Plan for the Highland Commercial Corridor which was approved in 2011 and then amended in 2018 for the SJ Russell project. The SJ Russell parcel is on Cline Avenue, just north of Forty-Fifth Street, by the Strack & Van Til Supermarket. In general terms, this redevelopment area includes the Indianapolis Boulevard Commercial Corridor, the Forty-fifth Street

Corridor, the right of way of Cline Avenue and then Ridge Road, pretty much up to Grace Street. The resolution calls for the consolidation of the two (2) redevelopment areas. The qualifier is they have to be touching or consistent tangent. We sometimes call it tangential or adjacent boundary. On the next page, you'll see that there is a boundary that exists where they both meet and touch. It is on generally the backside of the buildings and the structures along Indianapolis Boulevard but north of Laporte, along the Nipsco right of way. They do touch. In the next part of the handout is the statutory citation, that the Plan Commission must determine whether the resolution and the Redevelopment Plan conform to the Plan of Development for the unit and either approve or disapprove the Resolution and plan. The Plan Commission has approved the consolidation and is Resolution 2023-01. Nothing in the two (2) Redevelopment Plans has changed. The Redevelopment Plan in their declaratory Resolution did not change the plans. There's nothing that is different than when they were first approved. The Plan Commission recognized that and now has sent it to the Town Council and the municipal, legislative body. The next approval is the Town Council because the Plan Commission is an advisory commission to the Town Council. The Town Council has to take official action. As the legislative body, it must approve their actions and that is consistent with the official documents and planning documents of the Town. Theoretically it's a ministerial action, since nothing has changed. If something had changed, then it'd be a different story but nothing has changed. The two (2) plans have been consolidated into one plan. They still keep their parts. In general, the resolution before you is a document that states that the Town Council has considered the action of the Plan Commission and that the Town Council takes action to approve the Plan Commission's written order and finding a fact, approving the consolidation of the Highland Downtown Redevelopment Plan and the Consolidated Commercial Corridor Redevelopment area into one Consolidated Highland Redevelopment Area. There is a side benefit to this as the Redevelopment Commission, because the two (2) allocation areas or two (2) Redevelopment Areas are now merged and consolidated, the 2 allocation funds, the Commercial Corridors Allocation Fund and the Highland Downtown Redevelopment Allocation Fund would then be merged. The Clerk-Treasurer, instead of reporting on four (4) allocation areas, he'll report on three (3). You have the Economic Development area down by Highland acres or Cardinal Campus and also known as the Highland Acres allocation area, the Cardinal Campus allocation area, and then the Consolidated Allocation area. I anticipated a question regarding the funds that exist in each allocation area. For the Highland Downtown area, I'm gonna round up \$755,000 and assuming there's no expenditures in 2023 or minimal expenditures that balance could be as high as \$890,000. The Commercial Corridors would have close to \$5MM (actually it is \$12,000 short of \$6MM). Assuming there's no major expenditures, it would be about \$5.7 million dollars at the end of this year. You can see there's about \$6.6 million dollars that would be would be merged into one fund for use throughout the larger consolidated area for redevelopment projects. The next step would be for the Redevelopment Commission to identify any economic development projects that may benefit the redevelopment district and the Town of Highland, in addition to revisiting those projects that are in the redevelopment plan to potentially expand the funds or at the discretion of the Redevelopment Commission and appropriation of the Town Council for economic development purposes. This question was asked at the Plan Commission of me and I said

I would not recommend using all the dollars for any one project but to use them wisely so that you can leverage your economic development approach to the Town of Highland in a fiscal responsible manner. If the Town Council takes action to approve the Plan Commission's resolution, the next step is to send the Resolution back to the Redevelopment Commission. The Redevelopment Commission would have to hold a public hearing on a confirming resolution. There would be a notice in the newspaper and the planning entities in the Town would be notified of the public hearing. The overlapping tax units would be provided with the tax impact and tax benefits. It possible, depending upon what the Council does, to be taken up by the Redevelopment Commission's October 24th meeting. The Redevelopment Commission cannot publish a notice of a public hearing until such time that the Town Council takes action. If a confirming resolution is approved by the Redevelopment Commission, it then goes to the County Auditor's office who would be notified of the consolidation of the two (2) allocation areas.

The Clerk-Treasurer asked about lighting along Kennedy Avenue and along Ridge Road as the Public Works Director would like to change out the sodium high pressure lights to LED.

Dan Botich, said to check with the Redevelopment Attorney but he felt the language was vague enough that that project would be permissible. He said the redevelopment plans have language that are broad enough, projects that include economic development activities. Economic development is a pretty broad definition. Economic development allows for public safety and in this case, you're improving the lights, which is an economic development advantage. You could say brighter lights, would reduce crime and would be provide for a safer redevelopment area. In his opinion it would be permissible but it doesn't hurt to have a legal opinion.

Attorney Reed said he thought it was allowable. He added the only thing you have to be mindful of is when you do a project, like building a bunch of big, beautiful planters, you cannot maintain those planters with allocation money. The maintenance will have to be handed over to another department. Maintenance and staffing are not allowed by statute.

Dan added that if it serves and benefits and it's outside the allocation area, it's a little bit dicer or a little bit more complex. You have to think through it and determine the benefits to the allocation area overall. He said he is working on a GIS Map for the Redevelopment Commission that would show all the allocation areas and then it would show them when they sunset or terminate the allocation provision. You have a map that shows the redevelopment project area, whether it's a redevelopment area or an economic development area and then we'll show the allocation areas and when they sunset or terminate.

Councilor Scheeringa asked Mr. Botich if the proposed consolidation would affect the sunset provision of the allocation areas.

Mr. Botich replied, it would not. The sunset provision remains the same.

In a follow-up question to Councilor Scheeringa's, the Clerk-Treasurer asked what if the Council wanted to reduce the allocation area.

Dan Botich responded that you cannot expand the redevelopment or economic development area beyond the borders but the Redevelopment Commission can reduce the size.

Councilor Schocke asked what happens to the monies that are collected from the expanded size and then decreased. Do they go back and revert back to the original properties?

Dan Botich said the monies would stay in the allocation fund and could be used in the smaller allocation area. He said there is no benefit to decrease the size of the allocation area.

Councilor Schocke asked Dan Botich about the positives and negatives of combining the two (2). The obvious positive that I see is that you're taking 2 different pools of money and you're combining that so you could effectively use money for a project within the bounds of both projects for both areas because it's now one project or one area. What are the negatives and are there any other positives?

Dan Botich said he doesn't see any negative. Actually, many communities like Hammonds, Whiting and Michigan City have done this. It allows economic development projects and the funding to come from other sources of allocation areas that are next to each other, so that they all benefit. Valparaiso did it in 2006 or 2007 where they connected all of theirs, so they can use their allocation dollars throughout, basically the entire city of Valparaiso. Combining allows for the ability to have a higher debt reserve and when you do a project, you have lower interest rates on the tax increment revenue bonds because by having a higher debt reserve, it lowers the lending institution's risk.

The Clerk-Treasurer asked Dan Botich about the lack of projects. The funds continue to grow but there are no projects planned. How soon before the State comes back and said you have to spend some of this money or remove the allocation area.

Dan Botich said he is working the Redevelopment Commission and Maria to identify projects and working with the Plan Commission and the Town Council to identify those economic development projects for economic development purposes. One project that comes to mind is the relocation of the Public Works Facility. It is sitting on incredibly valuable real estate. Moving the facility would be an economic development project because land that is not taxable becomes highly taxable and then creates more economic development for the community.

Councilor Schocke asked about the façade grants and could the money within the funds be used to fund the grants?

Dan replied that he didn't see any reason why it could not be used for it.

Councilor Scheeringa asked about whether Main Square was in an allocation area.

Dan said he doesn't believe it is.

Councilor Scheeringa continued, when we have our festivals we put up the lovely orange snow fence. People have asked, why don't we put up the rod iron fence like that around Wicker or around Central Park in Griffith. Is that something we could do and fund out of Redevelopment and not coming out of the Park Department budget?

Dan Botich said to ask your attorney but if the project is designed to serve and benefit the allocation areas to provide safety for parking and walking throughout the park. In some instances, you could say that's it benefits the allocation area 75% and benefits the Town 25% and then you allocate the funds that way.

HIGHLAND, INDIANA
HIGHLAND PLAN COMMISSION

RESOLUTION NO. 2023 - 01

A RESOLUTION AS THE WRITTEN ORDER PURSUANT TO INDIANA CODE 36-7-14-16(a) AS A DETERMINATION THAT HIGHLAND REDEVELOPMENT COMMISSION RESOLUTION NO. 2023-15 (I) CONFORMS TO THE PLAN OF DEVELOPMENT FOR THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA AND (II) APPROVES SAID RESOLUTION AND THE REDEVELOPMENT PLAN FOR THE HIGHLAND CONSOLIDATED REDEVELOPMENT AREA

WHEREAS, the Town of Highland, Lake County, Indiana (the "Town") Redevelopment Commission (the "Commission"), governing body of the Town's Department of Redevelopment (the "Department") and the Redevelopment District of the Town (the "District"), exists and operates under the provisions of the Redevelopment of Cities and Towns Act of 1953 which has been codified in Indiana Code ("IC") 36-7-14 titled Redevelopment of Areas Needing Redevelopment Generally; Redevelopment Commissions, *et seq.*, as amended from time to time (the "Act"), IC 36-7-25 titled Additional Powers of Redevelopment Commissions; and the Indiana Administrative Code 50 IAC 8;

WHEREAS, on August 22, 2023, the Commission adopted and approved Resolution No. 2023-15 (as the "Consolidating Amending Declaratory Resolution") declaring that the: (i) Highland Redevelopment Area and the Highland Commercial Corridors Redevelopment Area are consolidated and merged, together to be known as the **Highland Consolidated Redevelopment Area**; and (ii) Highland Redevelopment Plan and the Redevelopment Plan for the Highland Commercial Corridors Redevelopment Area are consolidated and merged, together to be known as the **Redevelopment Plan for the Highland Consolidated Redevelopment Area**, such that each redevelopment plan shall remain as originally adopted and approved, as amended from time to time and together considered as one plan pursuant to this Consolidating Amending Declaratory Resolution, as attached hereto as **EXHIBIT A**;

WHEREAS, on August 28, 2023 pursuant to Section 16(a) of the Act, the Commission forwarded and filed with the Highland Plan Commission (the "Plan Commission") said Consolidating Amending Declaratory Resolution including all supporting data for the purpose of its review and determination whether said resolution and the Redevelopment Plan for the Highland Consolidated Redevelopment Area conform to the plan of development for the Town (the Highland Master Plan) as well as to approve said resolution and redevelopment plan;

WHEREAS, the Plan Commission has reviewed the Consolidating Amending Declaratory Resolution and the attached **Redevelopment Plan for the Highland Consolidated Redevelopment Area**, to determine said plan's conformity to the plan of development for the Town (the Highland Master Plan); and

WHEREAS, Section 16(a) of the Act requires the Plan Commission to issue a written order and determination by resolution of whether said Consolidating Amending Declaratory Resolution and the Redevelopment Plan for the Highland Consolidated Redevelopment Area conform to the plan of development for the Town (the Highland Master Plan) to approve said resolution and redevelopment plan as proposed.

NOW, THEREFORE, BE IT RESOLVED by the Highland Plan Commission of the Town of Highland, Lake County, Indiana as follows pursuant to Section 16(a) of the Act:

Section 1. The Highland, Indiana Redevelopment Commission's Resolution No. 2023-15 as the **Consolidating Amending Declaratory Resolution conforms to the Highland Master Plan as the official plan of development for the Town.**

Section 2. This resolution of the Plan Commission is its determination, written order and finding of fact approving that the Consolidating Amending Declaratory Resolution that consolidated the Highland Redevelopment Plan and the Redevelopment Plan for the Highland Commercial Corridors Redevelopment Area to be known as the Redevelopment Plan for the Highland Consolidated Redevelopment Area, such that each redevelopment plan remained as originally adopted and approved, as amended from time to time conforms to the Highland Master Plan as the official plan of development for the Town.

Section 3. The Secretary of the Plan Commission is hereby directed to: (i) file a copy of the Highland, Indiana Redevelopment Commission's Resolution No. 2023-15 as the Consolidating Amending Declaratory Resolution as attached to this resolution with the permanent minutes of this meeting of the Plan Commission and (ii) forward and file this resolution to the Town's Common Council as the municipal legislative body for consideration and approval as final action that the Consolidating Amending Declaratory Resolution conforms to the Highland Master Plan as the official plan of development for the Town pursuant to Section 16(b)(2) of the Act.

Section 4. This Resolution shall be in full force and effect after its approval and adoption by the Plan Commission.

BE IT FURTHER RESOLVED that any resolution in conflict with the terms specified herein is hereby repealed.

ADOPTED AND APPROVED at a meeting of the Highland Plan Commission held this 20TH DAY OF SEPTEMBER 2023.





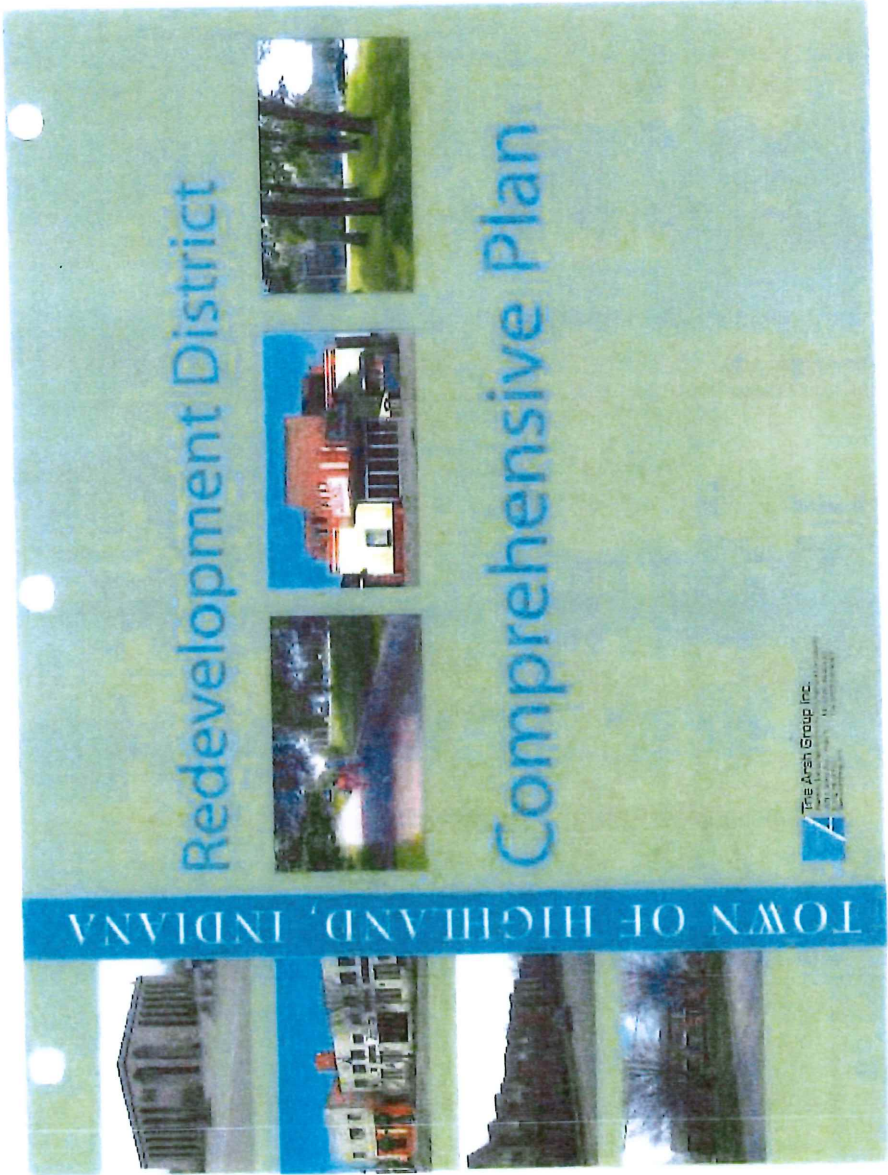
Doug Turich, Chairman



James Kissee, Secretary

ATTEST:


Mark Herak
Clerk-Treasurer



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Name of Redevelopment Entity:	<u>Highland Redevelopment Commission</u>	
Name of TIF District:	<u>Highland Redevelopment Area Downtown</u>	<u>Documentation Status</u>
<u>Original Establishment</u>		
Date of Declaratory Resolution:	<u>5/28/1997</u>	<u>Attached</u>
Date of Confirmatory Resolution:	<u>8/12/1997</u>	<u>Attached</u>
<u>Expansions (if applicable)</u>		
Date of Declaratory Resolution:	<u>10/22/2003</u>	<u>Attached</u>
Date of Confirmatory Resolution:	<u>11/19/2003</u>	<u>Attached</u>
Date of Declaratory Resolution:	<u>11/9/2005</u>	<u>Attached</u>
Date of Confirmatory Resolution:	<u>12/14/2005</u>	<u>Attached</u>
Date of Declaratory Resolution:	<u>8/9/2006</u>	<u>Attached</u>
Date of Confirmatory Resolution:	<u>10/11/2006</u>	<u>Attached</u>
Date of Declaratory Resolution:	<u>7/11/2007</u>	<u>Attached</u>
Date of Confirmatory Resolution:	<u>8/8/2007</u>	<u>Attached</u>
Date of Declaratory Resolution:	<u>5/28/2008</u>	<u>Attached</u>
Date of Confirmatory Resolution:	<u>6/25/2008</u>	<u>Attached</u>
Date of Declaratory Resolution:	<u>1/12/2011</u>	<u>Attached</u>
Date of Confirmatory Resolution:	<u>6/22/2011</u>	<u>Attached</u>

Add new lines as necessary.

For the original establishment and any subsequent expansions, please scan and email the applicable declaratory and confirmatory resolutions and the associated economic development or redevelopment plan, if this information is available. Please note any missing documentation.

Establish and Expansion

APPENDIX A
Highland Redevelopment Area Boundary Description History:
Through Resolution 2011-04 (January 12, 2011)

Map of the Highland Redevelopment Area and Allocation Area
(Resolution No. 2011-04 passed and adopted on January 12, 2011)

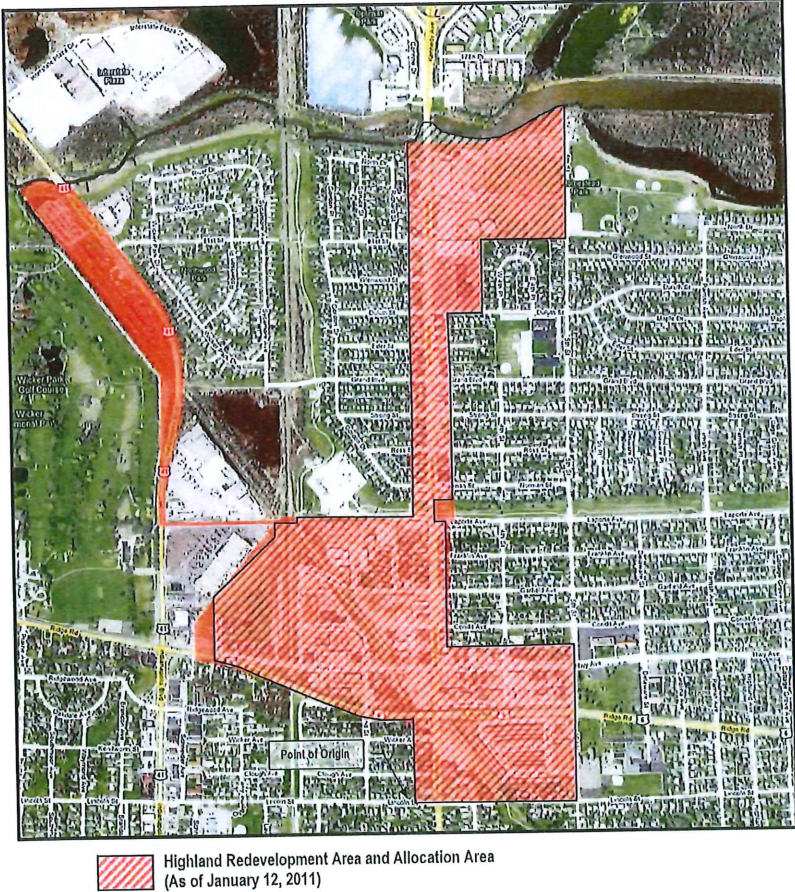


EXHIBIT B

Resolution No. 2011-06
July 13, 2011

TOWN OF HIGHLAND, INDIANA
HIGHLAND REDEVELOPMENT COMMISSION

**Redevelopment Plan for the
Highland Commercial Corridors
Redevelopment Area**



July 13, 2011

2011 039137 STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2011 JULY 20 AM 9:08
MICHELLE R. FAJMAN
RECORDER

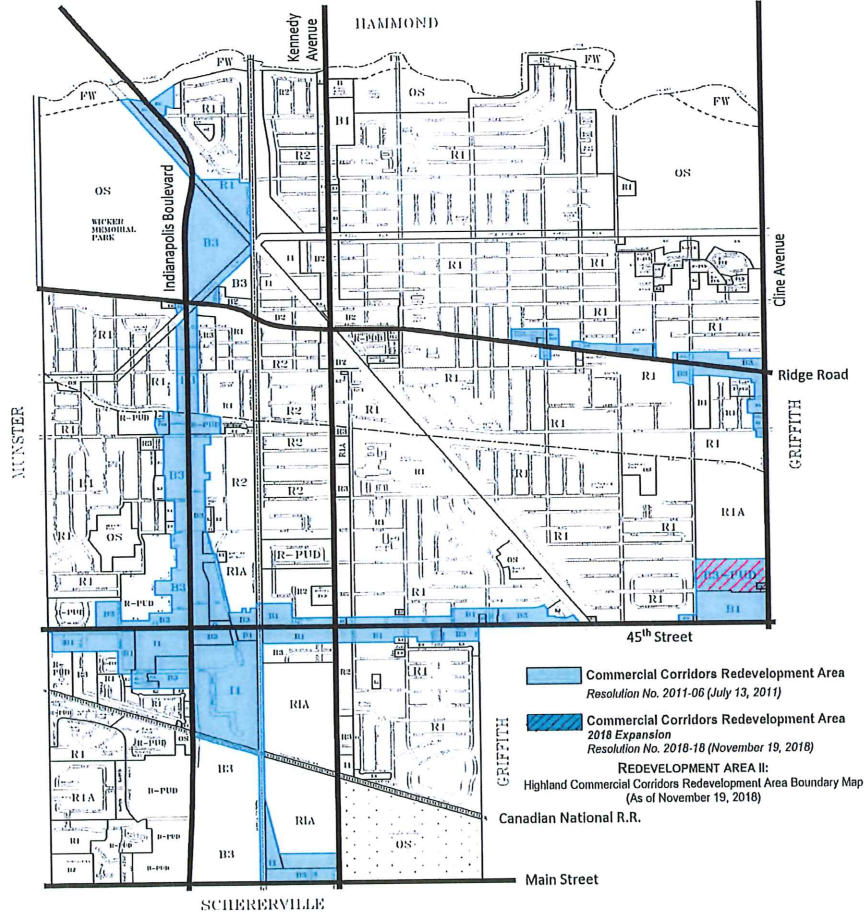
054357 FILED

JUL 20 2011
PEGGY HOJINGA KATONA
LAKE COUNTY AUDITOR

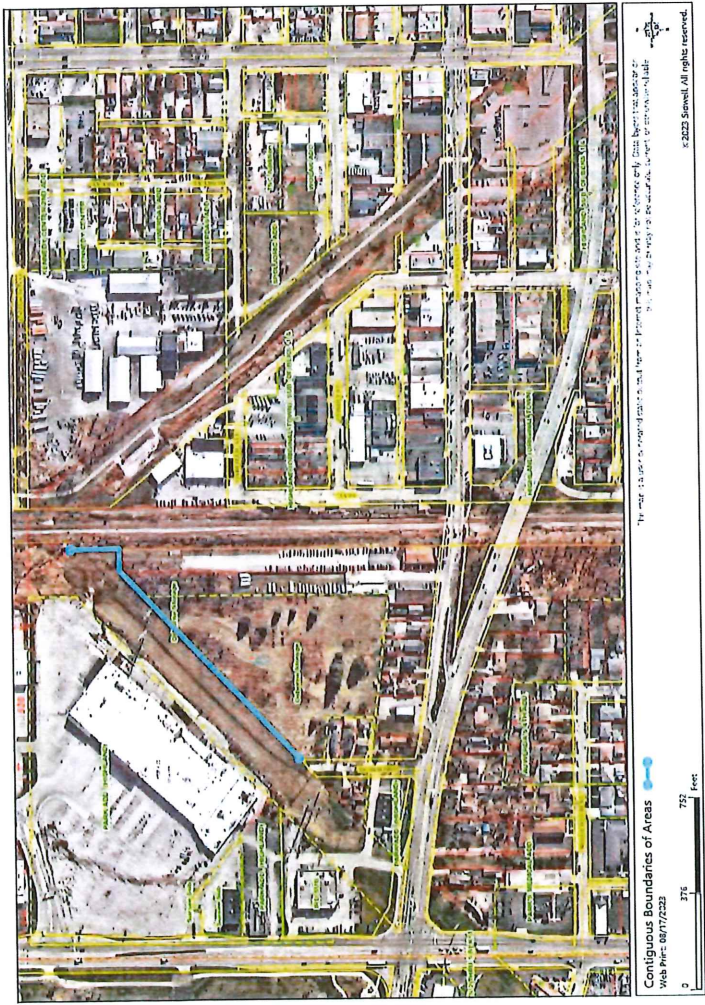
Prepared by

Cender & Company
LLC

EXHIBIT A-2
TOWN OF HIGHLAND REDEVELOPMENT COMMISSION
MAP OF HIGHLAND COMMERCIAL CORRIDORS REDEVELOPMENT AREA



APPENDIX C
Contiguous Boundary Map
August 22, 2023



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APPENDIX C
Contiguous Boundary Map
August 22., 2023

The Contiguous Boundary of the:

- (i) Highland Redevelopment Area and the Highland Allocation Area in accordance with Resolution No. 2011-04 adopted and approved on January 12, 2011; and
- (ii) Highland Commercial Corridors Redevelopment Area and the Highland Commercial Corridors Allocation Area in accordance with Resolution No. 2018-18 adopted and approved on November 19, 2018

is as follows and as mapped below, including as highlighted in the [APPENDIX A](#) and [APPENDIX B](#) for general reference:

Commencing at the east right-of-way line of Osbourne Street as extended north to the south right-of-way line of a parcel owned by the Northern Indiana Public Service Company (key number 45-07-21-302-001.000-026), as the Point of Beginning for the Contiguous Boundary.

THENCE: Continuing northeast along said parcel owned by the Northern Indiana Public Service Company (key number 45-07-21-302-001.000-026) to its intersection with the west railroad right-of-way and lot line of a property owned by Pennsylvania New York Central Transportation Company (key number 45-07-21-505-002.000-026);

THENCE: Continuing north along said parcel owned by Pennsylvania New York Central Transportation Company (key number 45-07-21-505-002.000-026) approximately 167 feet to its intersection with the south right-of-way line of a parcel owned by the Northern Indiana Public Service Company (key number 45-07-21-326-002.000-026), also being the Point of Ending for the Contiguous Boundary.

Reference the [Map of the Contiguous Boundary](#) on next page.

commission authorized under this chapter may be exercised by the redevelopment commission in additional areas under its jurisdiction.

(c) The declaratory resolution must include a statement of the general boundaries of each additional area. However, it is sufficient to describe those boundaries by location in relation to public ways, streams, or otherwise, as determined by the commissioners.

(f) The declaratory resolution may include a provision with respect to the allocation and distribution of property taxes with respect to one (1) or more of the additional areas in the manner provided in section 39 of this chapter. If the redevelopment commission includes such a provision in the resolution, allocation areas in the redevelopment project area and in the additional areas considered to be part of the redevelopment project area shall be considered a single allocation area for purposes of this chapter.

(g) The additional areas must be located within the same county as the redevelopment project area but are not otherwise required to be within the jurisdiction of the redevelopment commission, if the redevelopment commission obtains the consent by ordinance of:

- (1) the county legislative body, for each additional area located within the unincorporated part of the county; or
- (2) the legislative body of the city or town affected, for each additional area located within a city or town.

In granting its consent, the legislative body shall approve the plan of development or redevelopment relating to the additional area.

(h) A declaratory resolution previously adopted may be amended to include a provision to include additional areas as set forth in this section and an allocation provision under section 39 of this chapter with respect to one (1) or more of the additional areas in accordance with sections 15, 16, and 17 of this chapter.

(i) The redevelopment commission may amend the allocation provision of a declaratory resolution in accordance with sections 15, 16, and 17 of this chapter to change the assessment date that determines the base assessed value of property in the allocation area to any assessment date following the effective date of the allocation provision of the declaratory resolution. Such a change may relate to the assessment date that determines the base assessed value of that portion of the allocation area that is located in the redevelopment project area alone, that portion of the allocation area that is located in an additional area alone, or the entire allocation area.

As added by P.L.170-1990, SEC.1. Amended by P.L.12-1992, SEC.169; P.L.183-2005, SEC.12; P.L.146-2008, SEC.726; P.L.203-2011, SEC.5; P.L.119-2012, SEC.206; P.L.104-2022, SEC.187.

IC 36-7-14-15.8 Repealed
As added by P.L.170-1990, SEC.2. Repealed by P.L.1-1993, SEC.243.

IC 36-7-14-16 Approval of resolutions and plans by unit

Sec. 16. (a) This subsection does not apply to the redevelopment commission of an excluded city described in section 1(b) of this chapter. After adoption under section 15 of this chapter of a resolution that designates a redevelopment project area or amends the resolution or plan for an existing area, the redevelopment commission shall submit the resolution and supporting data to the plan commission of the unit, or if there is no plan commission, then to the body charged with the duty of developing a general plan for the unit, if there is such a body. The plan commission may determine whether the resolution and the redevelopment plan conform to the plan of development for the unit and approve or disapprove the resolution and plan proposed. The redevelopment commission may amend or modify the resolution and proposed plan in order to conform them to the requirements of the plan commission. The plan commission shall issue its written order approving or disapproving the resolution and redevelopment plan, and may, with the consent of the redevelopment commission, rescind or modify that order.

Indiana Code 2022

(b) This subsection does not apply to the redevelopment commission of an excluded city described in section 1(b) of this chapter. The redevelopment commission may not proceed with:

- (1) the acquisition of a redevelopment project area; or
 - (2) the implementation of an amendment to the resolution or plan for an existing redevelopment project area;
- until the approving order of the plan commission is issued and approved by the municipal legislative body or county executive.

(c) In determining the location and extent of a redevelopment project area proposed to be acquired for redevelopment, the redevelopment commission and the plan commission of the unit shall give consideration to transitional and permanent provisions for adequate housing for the residents of the area who will be displaced by the redevelopment project.

(d) After adoption under section 15 of this chapter of a resolution that designates a redevelopment project area or amends the resolution or plan for an existing area, a redevelopment commission in an excluded city that is exempt from the requirements of subsections (a) and (b) shall submit the resolution and supporting data to the municipal legislative body of the excluded city. The municipal legislative body may:

- (1) determine if the resolution and the redevelopment plan conform to the plan of development for the unit; and
- (2) approve or disapprove the resolution and plan proposed.

[Pre-Local Government Recodification Citations: 18-7-7-13; 18-7-7.1-13.]
As added by Acts 1981, P.L.309, SEC.33. Amended by P.L.190-2005, SEC.9; P.L.185-2005, SEC.13; P.L.1-2006, SEC.565; P.L.146-2008, SEC.727.

IC 36-7-14-17 Notice and hearing

Sec. 17. (a) After receipt of the written order of approval of the plan commission and approval of the municipal legislative body or county executive, the redevelopment commission shall publish notice of the adoption and substance of the resolution in accordance with IC 5-3-1. The notice must:

- (1) state that maps and plats have been prepared and can be inspected at the office of the department; and
- (2) name a date when the commission will:

(A) receive and hear remonstrances and objections from persons interested in or affected by the proceedings pertaining to the proposed project or other actions to be taken under the resolution; and

(B) determine the public utility and benefit of the proposed project or other actions. All persons affected in any manner by the hearing, including all taxpayers of the special taxing district, shall be considered notified of the pendency of the hearing and of subsequent acts, hearings, adjournments, and orders of the commission by the notice given under this section.

(b) A copy of the notice of the hearing on the resolution shall be filed in the office of the unit's plan commission, board of zoning appeals, works board, park board, and building commissioner, and any other departments, bodies, or officers of the unit having to do with unit planning, variances from zoning ordinances, land use, or the issuance of building permits. These agencies and officers shall take notice of the pendency of the hearing and, until the commission confirms, modifies and confirms, or rescinds the resolution, or the confirmation of the resolution is set aside on appeal, may not:

- (1) authorize any construction on property or sewers in the area described in the resolution, including substantial modifications, rebuilding, conversion, enlargement, additions, and major structural improvements; or
- (2) take any action regarding the zoning or rezoning of property, or the opening, closing, or improvement of streets, alleys, or boulevards in the area described in the resolution.

Indiana Code 2022

TAX INCREMENT FINANCE

However, the ordinance may not limit the allocation to taxes on depreciable personal property with any particular useful life or lives. The limitation must instead be stated as a percentage of the assessed value of the personal property. If a unit had, by ordinance adopted before May 8, 1987, allocated to an economic development district property taxes imposed under IC 6-1.1 on depreciable personal property that has a useful life in excess of eight (8) years, the ordinance continues in effect until an ordinance is adopted by the unit under IC 6-1.1-39-5(e)(2).

(h) It is unlikely that the boundaries of an economic development area, of an allocation area established under IC 36-7-15.1-32 with respect to a program for housing, or of an economic development district declared under IC 6-1.1-39-2 will coincide with those of a city or any other political subdivision. The declaration of an extensive area might violate the enabling statutes and might cause severe problems in administering the tax increment finance program. The greater the number of parcels of allocation area real property (and returns of allocation area personal property if it is part of the program), the greater is the difficulty in determining the potential captured assessment. (*Department of Local Government Finance; 50 IAC 8-2-2; filed Jan 30, 1989, 3:30 p.m.: 12 IR 1355; errata filed Sep 5, 1989, 3:20 p.m.: 13 IR 87*)

50 IAC 8-2-3 Allocation area changes; required information

Authority: IC 6-1.1-39; IC 36-7-14; IC 36-7-15.1
Affected: IC 6-1.1-39; IC 8-22-3.5; IC 36-7-14; IC 36-7-15.1-10.5

Sec. 3. (a) The redevelopment commission must, before the first March 1 after the base assessment date, file with the county auditor a copy of the allocation area map, the confirmed resolution adopted by the redevelopment commission, lists of parcel identification numbers of real property in the allocation area, and names of owners of depreciable personal property in the allocation area (if personal property is included in the program). The redevelopment commission must file with the county auditor the same information before the March 1 that next follows the adoption of a resolution that increases the size of an allocation area. If a redevelopment commission changes the base assessment date in an allocation area, it must, before March 1 that next follows the adoption of the resolution changing the base assessment date, file a copy of the resolution adopted by the redevelopment commission with the county auditor. The county auditor must maintain a yearly record of assessed valuation of allocation area real and personal property as it is affected by the computations described in sections 7 through 10 of this rule.

(b) If the redevelopment commission changes the base assessment date, the base assessment is determined as of the new base assessment date. Except as provided in IC 36-7-15.1-10.5 and IC 36-7-15.1-26.1 [*IC 36-7-15.1-26.1 was repealed by P.L. 146-2008, SECTION 812, effective July 1, 2008.*] with respect to a metropolitan development commission, a redevelopment commission can adopt a resolution to change the base assessment date by using the same procedures for adoption of an allocation area resolution.

(c) If the redevelopment commission adopts a resolution to increase the size of an allocation area, the base assessment is determined for the added area as if it were a separately declared allocation area.

(d) **If the redevelopment commission adopts a resolution to merge or consolidate existing allocation areas, the base assessment and base assessment date remain the same as they were before the merger or consolidation.** However, the redevelopment commission may, in that resolution, designate a later base assessment date for any of the allocation areas that are merged or consolidated under the resolution. Before the March 1 that next follows the adoption of the resolution that consolidates existing allocation areas, the redevelopment commission must file with the county auditor a copy of the merger or consolidation resolution. (*Department of Local Government Finance; 50 IAC 8-2-3; filed Jan 30, 1989, 3:30 p.m.: 12 IR 1357*)

50 IAC 8-2-4 Allocation of assessed value

Authority: IC 6-1.1-39; IC 36-7-14; IC 36-7-15.1
Affected: IC 6-1.1-39; IC 8-22-3.5; IC 36-7-14-39; IC 36-7-15.1

Sec. 4. (a) For purposes of this section, obligations of a redevelopment commission are considered to include the payment of all obligations payable from tax increment as described in section 13 of this rule, and the funding of all accounts and reserves that might be required under a contract with bondholders or with lessors in lease financings.

(b) For purposes of the collection of tax increment in a particular year, all of the potential captured assessment is captured assessment unless the redevelopment commission notifies the county auditor by July 15 of the immediately preceding year to use only part of the potential captured assessment as captured assessment. This notice applies only to that particular year. The captured assessment may not exceed the potential captured assessment.

(c) Potential captured assessment may be captured only if tax increment is needed to satisfy obligations of the redevelopment

(Through December 31, 2022)
Designated Allocation Areas

The Highland Redevelopment Commission has designated the following allocation areas within redevelopment project areas of the Highland Redevelopment District for the purpose of utilizing tax increment financing ("TIF") - either: (i) pay-as-you-go or (ii) obligational financing - to implement the respective redevelopment plan or economic development plan of the Commission:

- **Highland Downtown Allocation Area (1997)**,
within the Highland (Downtown) Redevelopment Area
- **Highland Acres Allocation Area (2007)**,
within the Highland Acres Economic Development Area
- **Commercial Corridors Allocation Area (2011)**,
within the Commercial Corridors Redevelopment Area
- **Cardinal Campus Allocation Area (2018)**,
within the Highland Acres Economic Development Area



Allocation Area Sunset Dates

Allocation Area Name	Number of Parcels	Base Date	End of Allocation Provision	Sunset Date
Commercial Corridors (Original)	(a) 380	March 1, 2010	February 22, 2036	January 1, 2035
Commercial Corridors (Expansion)	(b) 3	January 1, 2018	November 18, 2043	January 1, 2043
Sub-Total of Parcels in Allocation Area: 383				
Downtown (Original)	(c) 344	March 1, 1997	May 27, 2027	January 1, 2027
Downtown (Expansion 1)	(d) 47	March 1, 2003	October 21, 2033	January 1, 2033
Downtown (Expansion 2)	(e) 15	March 1, 2005	November 8, 2035	January 1, 2035
Downtown (Expansion 3)	(f) 4	March 1, 2006	August 5, 2036	January 1, 2036
Downtown (Expansion 4)	(g) 1	March 1, 2007	July 10, 2037	January 1, 2037
Downtown (Expansion 5)	(h) 1	March 1, 2008	May 27, 2038	January 1, 2038
Sub-Total of Parcels in Allocation Area: 412				
Highland Acres (Original)	(i) 9	March 1, 2007	October 9, 2037	January 1, 2037
Cardinal Campus (Original)	(j) 5	January 1, 2018	January 21, 2043	January 1, 2043
Grand Total of Parcels in Allocation Areas: 809				

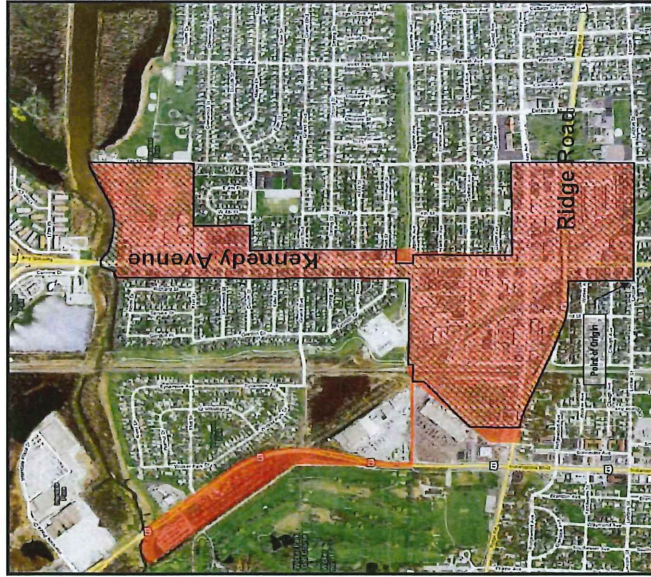
Resolution Numbers, Dates and Allocation Area Life

- (a) Date of Designation: February 23, 2011; Resolution No. 2011-06; Life of AA: 25 Years
- (b) Date of Designation: November 19, 2019; Resolution No. 2018-18; Life of AA: 25 Years
- (c) Date of Designation: May 28, 1997; Resolution No. 97-1; Life of AA: 30 Years
- (d) Date of Designation: October 22, 2003; Resolution No. 2003-01; Life of AA: 30 Years
- (e) Date of Designation: November 9, 2005; Resolution No. 2005-11; Life of AA: 30 Years
- (f) Date of Designation: August 6, 2006; Resolution No. 2006-10; Life of AA: 30 Years
- (g) Date of Designation: July 11, 2007; Resolution No. 2007-07; Life of AA: 30 Years
- (h) Date of Designation: May 28, 2008; Resolution No. 2008-03; Life of AA: 30 Years
- (i) Date of Designation: October 10, 2007; Resolution No. 2007-10; Life of AA: 30 Years
- (j) Date of Designation: January 22, 2018; Resolution No. 2018-01; Life of AA: 25 Years



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Highland Downtown Allocation Area



Highland Redevelopment Area and Allocation Area
(Resolution No. 2011-04, January 12, 2011)

Highland Downtown Allocation Area

Name of Area: Highland (Downtown) Redevelopment Area
 Name of Allocation Area: Highland Downtown Allocation Area
 DLGF Code: T45452
 Allocation Fund: Highland Downtown TIF (Fund Number 98)

Creation and Designation

	Original	Amendment	Amendment
Date of Designation:	May 28, 1997	October 22, 2003	November 9, 2005
Resolution Number:	97-1	2003-01	2005-11
Base Assessment Date:	March 1, 1997	March 1, 2003	March 1, 2005
Sunset Date:			
Date of Designation:	Amendment	Amendment	Amendment
Resolution Number:	August 9, 2006	July 11, 2007	May 28, 2008
Base Assessment Date:	2006-10	2007-07	2008-03
Sunset Date:	March 1, 2006	March 1, 2007	March 1, 2008
Date of Designation:	Amendment		
Resolution Number:	January 12, 2011		
Base Assessment Date:	2011-04		
Sunset Date:	March 1, 2008		
	January 1, 2038		

Pay Year	Assessed Values		Captured Assessed Value	Tax Increment Distributions
	Net Assessed Value	Base Assessed Value		
2022	\$ 51,124,520	\$ 45,960,042	\$ 5,164,478	\$ 135,296
2023	56,823,552	52,226,059	4,597,493	-
		0.000000	TIF Neutralization Factor Applied to Individual Components	

Obligations

Principal Amount	Interest Rate	Maturity Date
There are no outstanding obligations in the Highland Downtown Allocation Area.		



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Highland Downtown Allocation Area

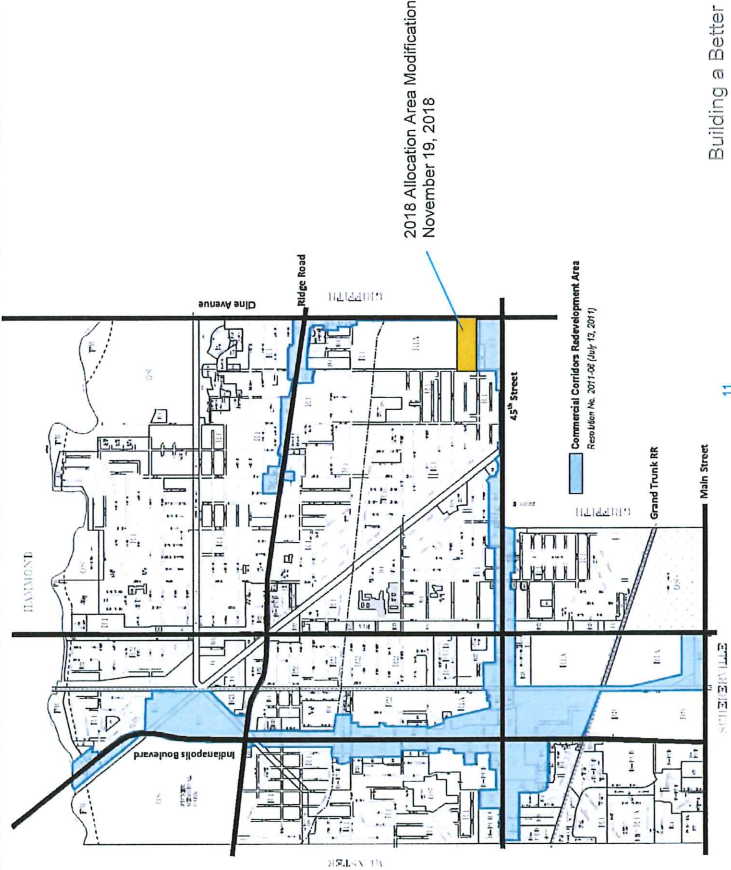
Five Year Cash Flow Highland Downtown Allocation Area

	Actual Prior Year 2022	Anticipated Current Year 2023	2024	Estimated Out Years 2025	2026
Beginning Balance (1/1):	\$ 619,474.61	\$ 754,770.88	\$ 890,070.88	\$ 1,025,370.88	\$ 1,160,670.88
<u>Revenues:</u>					
TIF Distribution	\$ 135,296.27	\$ 135,300.00	\$ 135,300.00	\$ 135,300.00	\$ 135,300.00
Total:	\$ 135,296.27	\$ 135,300.00	\$ 135,300.00	\$ 135,300.00	\$ 135,300.00
<u>Disbursements:</u>					
Capital Outlays	-	-	-	-	-
Total:	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Balance (12/31):	\$ 754,770.88	\$ 890,070.88	\$ 1,025,370.88	\$ 1,160,670.88	\$ 1,295,970.88

Allocation Fund Note:
 Expenses related to the municipal parking lot reconstruction project at the southwest corner of Highway Avenue and Kennedy Avenue located within in the Downtown Allocation Area have been reflected in the capital outlays of this allocation fund.



Commercial Corridors Allocation Area



Commercial Corridors Allocation Area

Name of Area: Commercial Corridors Redevelopment Area
 Name of Allocation Area: Commercial Corridors Allocation Area
 DLGF Code: T45453
 Allocation Fund: Commercial Corridor (Fund Number: 100)

Creation and Designation

	Original	Amendment
Date of Designation:	February 23, 2011	November 19, 2018
Resolution Number:	2011-06	2018-18
Base Assessment Date:	March 1, 2010	January 1, 2018
Sunset Date:	January 1, 2040	January 1, 2043

Assessed Values

Pay Year	Net Assessed Value	Base Assessed Value	Captured Assessed Value	Tax Increment Distributions	
				Assessed Value	Value
2022	\$ 193,507,250	\$ 164,800,662	\$ 28,706,588	\$	709,876
2023	210,517,660	173,197,468	37,320,192	-	-
		0.000000	TIF Neutralization Factor Applied to Individual Components		

Obligations

Principal Amount	Interest Rate	Maturity Date
There are no outstanding obligations in the Commercial Corridors Allocation Area.		



Commercial Corridors Allocation Area

Five Year Cash Flow Commercial Corridors Allocation Area

	Actual	Anticipated	Estimated	
	Prior Year 2022	Current Year 2023	2024	Out Years 2025 2026
Beginning Balance (1/1):	\$ 4,273,869.53	\$ 4,983,747.90	\$ 5,693,627.90	\$ 6,403,507.90 \$ 7,113,387.90
Revenues:				
TIF Distribution	\$ 709,878.37	\$ 709,880.00	\$ 709,880.00	\$ 709,880.00 \$ 709,880.00
Total:	\$ 709,878.37	\$ 709,880.00	\$ 709,880.00	\$ 709,880.00 \$ 709,880.00
Disbursements:				
Debt Service Obligations	-	-	-	-
Trustee Fees	-	-	-	-
Total:	\$ -	\$ -	\$ -	\$ - \$ -
Ending Balance (12/31):	\$ 4,983,747.90	\$ 5,693,627.90	\$ 6,403,507.90	\$ 7,113,387.90 \$ 7,823,267.90



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Allocation Areas Outlook

Planned and Anticipated Project & Programs for Redevelopment and Economic Development

Downtown Allocation Area:

- Completion of the municipal parking lot reconstruction project located at the southwest corner of Highway Avenue and Kennedy Avenue.
- Potential acquisition of real property (willing seller-willing buyer): address location 8715-8787 Kennedy Avenue
- Dispose (sale) of Redevelopment Department owned property located at 2605 and 2609 Condit Street and 2606 Garfield Avenue (the former Bult Oil property)
- Public offering or requests for proposal (RFP) related to the disposal (sale) of Redevelopment Department owned property located at 8610 -8620 Kennedy Avenue
- Sanitary sewer improvements project for 1st Street from Highway Avenue to Condit Street

Commercial Corridors Allocation Area:

- Ernie Strack Drive platting and public right-of-way construction/improvement project
- Kleinman Road improvement project
- Potential acquisition of properties (willing seller – willing buyer) as may be determined for public improvements for implementation of the redevelopment project plan for the Commercial Corridors area.



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- x. Discussion: *Richard Underkofler of the Tree Board to make a power point presentation on the Delta Institute Tree Planting Consortium. This would be a matching grant.*

Mr. Underkofler began by going over a power point on the Delta Institute Tree Planting Consortium. This presentation was presented to the Tree Board first. This project was the idea of the Forest Service several years ago to get this project started in Lake County, Indiana. As a matter of fact, within the presentation there is a letter of support for the project from then Council President Mark Schocke. The Forest Services is funding the grant. Quite a few local governments in Lake County have already signed up for the program. He said the power point speaks for itself.

TOWN OF HIGHLAND

Highland Municipal Building • 3333 Ridge Road
Highland, Indiana 46322

219-838-1080 • Fax 219-972-5097

Population 23,696
Incorporated in 1910

September 15, 2020

William Schleizer
Chief Executive Officer
Delta Institute
35 East Upper Wacker Drive (1200)
Chicago, IL 60601

Re: Northwest Indiana Tree Planting Consortium – Town of Highland Letter of Support

Dear Mr. Schleizer,

I join the Highland Tree Board, our Public Works, and Parks Department leaders in endorsing your grant proposal to the U.S. Forest Service for a Landscape Scale Restoration Program in Northwest Indiana.

More than 550 Emerald Ash Boer diseased trees have been removed over the last three years by the Highland Public Works and Parks Departments. About half of these trees have been replaced by grants from the Northwest Indiana CommuniTree Project and the Community Urban Forestry Program of the Indiana Department of Natural Resources. A second initiative provided 200 trees shipped direct to homeowners for planting on private property in a collaboration with the Arbor Day Foundation funded by NIPSCO's Environmental Action Grants and Highland Community Foundation.

Projects needed in Highland would be an update to our 2017 Tree Inventory & Reforestation Plan and tree plantings identified in the Plan.

These projects will mitigate tree loss suffered over the past number of years due to an aging canopy as well as diseased trees removed that were affected by the Emerald Ash Borer. The trees will help reduce sewer overflows of untreated sewage from entering the Little Calumet River and improve river habitat for fish, birds, and other wildlife. We thank you for your interest in helping Highland implement our reforestation goals.

Sincerely,



Mark Schock, President
Highland Town Council

Cc: Aren Flint, Davey Resource Group, Inc. (Email: aren.flint@davey.com)
Rich Underkofler, Highland Tree Board (Email: underkofler76@comcast.net)

Councilor Black asked about the grant and what would be Highland's portion?

Mr. Underkofler answered that there is no cash on Highland's part but all will be in-kind services. Most of the in-kind services is being done by the Tree Board, Urban Waters and the Highland Neighbors for Sustainability. He said they are putting the labor out there and are putting their own resources in house but they are not putting dollars out there. He directed the Council to Highland Matching Report slide.

Memorandum of Meeting
Monday, October 2, 2023

Highland - Match Reporting

Organization Name	Town of Highland, IN		
Total Match Amount	\$ 244,643.18		RICHARD UNDERKOFER, Tree Board Secretary
			Date:
Time Period Being Reported	August 2022 thru August 2023		Signature:
Total Match Contributions	\$ 244,643.18		

Date of Expense	Amount of Expense	Type of Expense	Details of Expense
No August 2022 Meeting or Tree Expenses			
9/15/2022	\$ 350.00	Labor	Tree Board Meeting 5 Members Present for 1 hour @ \$70/hour
10/19/2023	\$ 840.00	Labor	Arborist Community Presentation @ Library 12 Persons @ \$70/ Hour
10/20/2022	\$ 350.00	Labor	Tree Board Meeting 5 Members Present for 1 hour @ \$70/hour
10/30/2022	\$ 3,150.00	Labor	JC, RJ, BR, RU & BZ transplanted 5 <u>sugar maple trees</u> to replace dead trees at 3 Hours each
9/1 to 12/30/2022	\$ 228,775.68	Labor	Fallen branch chipping, leaf collection, disposal: 4,152 labor and equipment hours: 3-person crew with a truck and chipper for 8 hours per day to pick up the debris deposited by homeowners at curbs and transport it to a yard waste disposal site. The wage for the lead employee is \$25.24 / hour; for the others it's \$23.69 / hour. The truck with chipper equipment rate is \$17.91 / day.
12/30/2022	\$ 560.00	Labor	RU & TG 2022 Tree City USA Application 8 hours @ \$70/hour
1/19/2023	\$ 280.00	Labor	Tree Board Meeting 4 Members Present for 1 hour @ 70/hour
2/16/2023	\$ 420.00	Labor	Tree Board Meeting 6 Members Present for 1 hour @ 70/hour
2/20/2023	\$ 70.00	Labor	RJ Rotary ESRAG Zoom Microforest Meeting
3/16/2023	\$ 420.00	Labor	Tree Board Meeting 6 Members Present for 1 hour @ 70/hour
3/29/2023	\$ 1,680.00	Labor	Arborist Community Presentation @ Library 12 Persons 2 Hours @ \$70/ Hour
4/2/2023	\$ 3,920.00	Labor	14 Persons transplanted 11 <u>sugar maple trees</u> to replace dead trees at 3 Hours each
4/20/2023	\$ 420.00	Labor	Tree Board Meeting 5 Members + Guest Present for 1 hour @ \$70/hour
4/22/2023	\$ 210.00	Labor	3 Board Members Staffed Park Pride Day 3 hours @ \$70/hour
4/28/2023	\$ 1,260.00	Labor	Arbor Day Event at Highland Christian School 9 Persons 2 Hours @ \$70/hour
4/28/2023	\$ 327.50	Supplies	1 Yard Mulch @ 27.50/Yard + Donated Tree @ \$300
5/18/2023	\$ 490.00	Labor	Tree Board Meeting 6 Members + Guest for 1 hour @ \$70/hour
6/15/2023	\$ 350.00	Labor	Tree Board Meeting 4 Members Present + 1 Guest for 1 hour @ \$70/hour
6/20/2023	\$ 70.00	Labor	RJ participated in a Lake County Tree Planting Consortium Meeting for 1 hour
7/12/2023	\$ 350.00	Labor	5 Persons + Drew Hart Embankment Project Scope Meeting 1 Hour
8/17/2023	\$ 350.00	Labor	Tree Board Meeting 3 Members Present + 2 Guests for 1 Hour @ \$70/hour
Total	\$ 244,643.18		

He said this is required to help with the matching grant. He pointed out that most of the money contributed was from leaf collection in the fall months and branch disposal throughout the year. He said he asked Council President Tom Black to sign the Memorandum of Understanding but Councilor Black wanted the Council to see the presentation first.



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into as of this 24th day of September 2023 between Delta Institute (Delta), and the Town of Highland IN (THI). The purpose of this document is to outline team tasks and deliverables.

1. Services Description

- 1.1 Delta Institute and THI agree to work together in good faith collaboratively to achieve the project goals and deliverables.
- 1.2 Each party is and will remain a separate business entity, and this Agreement is specifically not a partnership and the parties hereby agree each shall bear its own costs and liabilities and shall not look to the other party for recovery of costs or liabilities related to errors or omissions, injury, or unrelated expenses.

2. Termination

Either party may terminate the agreement with 30 day notice by registered return receipt mail. Illinois law will govern this Agreement and any arbitration or court proceedings will take place in Illinois. Neither party has the authority to enter into agreements or assume any obligations on behalf of the other party.

William Schleizer
Chief Executive Officer
Delta Institute

Tom Black
President of Town Council
Town of Highland Indiana

Mr. Underkofler said he would be the point person and Ron Jackowski would be attending the meetings.

Councilor Schocke said if it's not going to cost us any money, why not. He asked again there is no new costs?

Mr. Underkofler said there is no cash outlay. It's gonna cost us no money.

Councilor Black reminded the Council that no decision could be made tonight.

Mr. Underkofler said the tree distribution went well as they gave away eighteen (18) trees.

Councilor Scheeringa said he participated in the program a few years ago, getting rid of two (2) silver maples that were starting to upheave his sidewalk and the new trees are starting to grow and turning into beautiful trees.

Mr. Underkofler told the Council that this is the fourth year in a row that Highland has been named a Tree City recipient.



IN BRIEF: WHAT WE ARE DOING

- Delta Institute is working with municipal, business, and community partners in **Lake County, Indiana** to expand regional forest canopy acreage.
- Delta will organize a regional **Tree Planting Consortium (TPC)** to increase planting and forestry management capacity in Lake County.
- The TPC creates a **multi-community approach** to canopy mapping, planting, stewardship and maintenance planning, and capacity building in accordance with the communities needs with for example trainings, toolkits, demonstrations sites or any others relevant tools.
- The TPC is designed to **expand and leverage a strong public-private-nonprofit-community partnership** to achieve communities, state and regional planning goals.

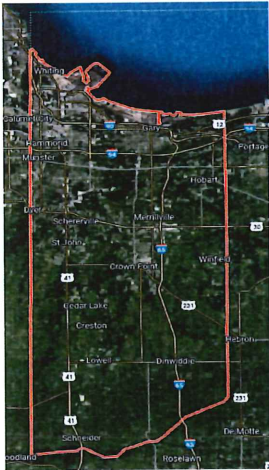
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delta institute 

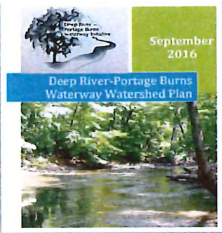
WHY LAKE COUNTY, INDIANA?

- Restoration of the urban canopy is a top priority in Northwest Indiana, where **7.7% of total forest area was lost** between 2000 and 2016.
- The tree canopy and habitat loss is happening most rapidly in EJ-designated communities that are already dealing with flooding, water quality, and heat island issues.

3



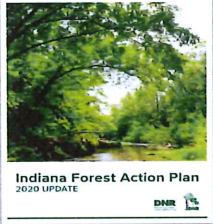
HOW THE TPC ALIGNS WITH LOCAL, REGIONAL, AND STATE PLANS



Conserve, manage and protect existing forests, with increased emphasis on oak regeneration.
Restore forests, especially in riparian areas.
Significantly increase Indiana's forest canopy by developing community assistance programs and tools.



- Increase tree canopy density by:
- Planting 1000 native trees annually;
 - Hosting forestry workshops;
 - Marketing urban forestry to municipalities.



THE BASICS

- **Funder:** USFS Landscape Scale Restoration
3-year grant - \$333,344 (Federal Funding)
- **Partners, so far**



6

WHY JOIN THE TREE PLANTING CONSORTIUM?

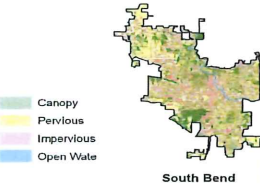
- **Maximize your canopy restoration & stormwater management**
 - Expand equity & climate resilience
 - Improve soil, water, air and habitat quality
 - Better resilience to climate change
- **Promote community education & capacity building**
 - Tree planting site demonstration
 - In-person trainings: planting, restoration & maintenance, tool use
 - BMP toolkit and webinar for continued tree planting care

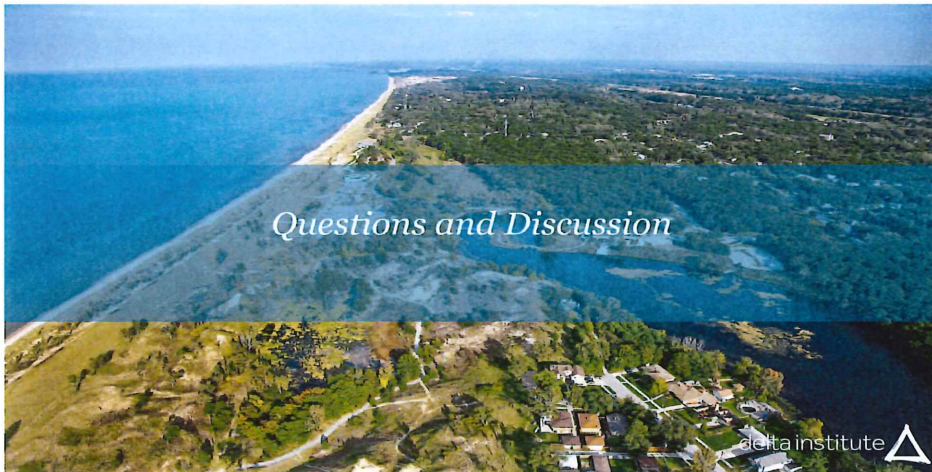


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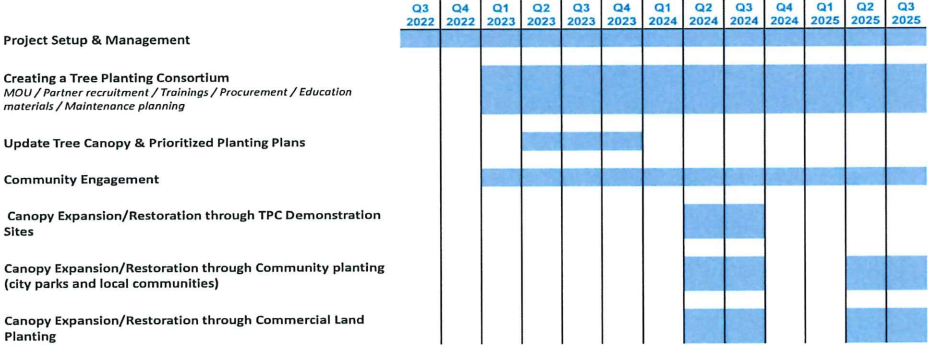
WHY JOIN THE TREE PLANTING CONSORTIUM?

- **Streamline data analysis & sharing towards your tree planting goals!**
 - Updated your Tree Canopy Survey
 - Prioritized Planting & Stewardship Plan
 - Access to the Tree Canopy Keeper & Healthy Cities Healthy Trees platforms
- **Tree Procurement Assistance**
 - Leverage group-buying rates & secure agreements w/ high-quality nurseries
- **Leverage Technical Resources and Expertise**



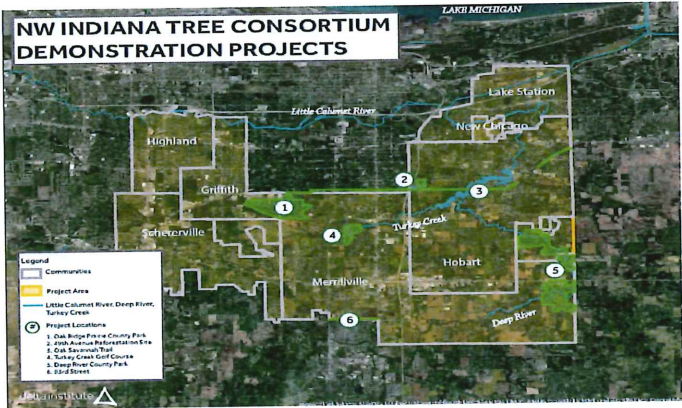


PROJECT TIMELINE



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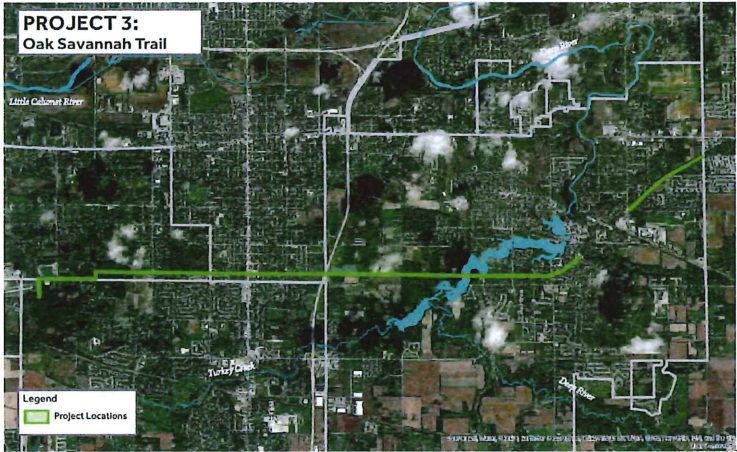


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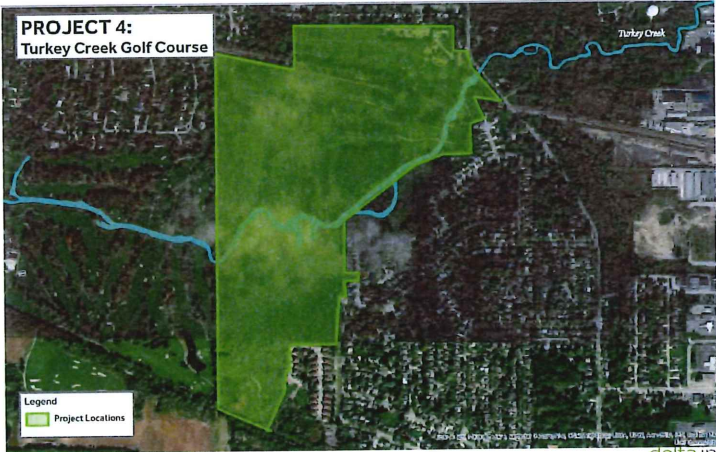


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x. **Discussion:** *Draft contract regarding ambulance service.*

With the untimely passing of Fire Chief Timmer, the Clerk-Treasurer assumed the role of negotiating the ambulance contract with Superior. He presented to the Council a rough draft of the ambulance contract and wanted the Council's input on several items prior to the next meeting with Superior. The key point that is off the table is that Superior is not going to require a stipend of \$10,000. They agreed to waive that stipulation.

Councilor Scheeringa asked if the ninety day termination clause be extended to one hundred and eighty days and the cost be identified in the contract. The Clerk-Treasurer said he will go back to Superior with those requests.

Topics still needed to be worked out:

- 1) Lift assists
- 2) If Superior is called by 3rd party and the person involved refuses to go to or be transported to the hospital who absorbs the cost.
- 3) If Superior responds to a call and the party is deceased, do they charge

- 4) Does Highland want their name on the side of the rigs or the Superior personnel to wear uniforms with the Highland logo on them.
- 5) Have the charges or fees listed in the contract, realizing there will be additional charges for medications and drugs administered.

AMBULANCE SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2023 by and between the Town of Griffith, Indiana, a Municipality and the Town of Highland, Indiana, a Municipality, together referred to as "Towns" and Superior Air-Ground Ambulance Service of Indiana, Inc., an Indiana Corporation (hereinafter "Superior" or "Contractor"), together the Contractor and the Towns are collective referred to as the "Parties", and individually referred to as a "Party".

WITNESSETH:

WHEREAS, Towns desire to and Contractor wishes to provide on an independent contractor basis Emergency Medical Services within Towns' corporate limits under the terms and conditions stated herein;

WHEREAS, Contractor operates a Certified ambulance service and is properly enrolled as a Medicare and Medicaid provider; and

WHEREAS, as used in the Agreement, the terms "personnel" and "employees" mean Contractor's employees placed within Towns pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **INCORPORATION.** The recitals set forth above are hereby incorporated by reference into this Agreement and made a part hereof as if set forth in their entirety.
2. **OBLIGATIONS OF PARTIES.** Contractor hereby agrees to provide ambulance service to Towns during the term of this Agreement. Contractor agrees to provide staffing, equipment, and maintenance for three (3) advanced life support (ALS) ambulance twenty-four hours per day, seven days per week, three hundred sixty-five (365) days each year, and three hundred sixty-six (366) in any "Leap Year" for the purpose of responding to any and all requests for emergency medical services from Towns. The Parties hereby agree that Contractor shall be the primary emergency medical services responder for requests for emergency medical services received by the Lake County Indiana's 911 system, or other emergency systems.
3. **CONTRACT TERM AND TERMINATION.** This Agreement shall be for a term of three (3) years commencing on January 1, 2024 at 12:01 a.m. (Effective Date)

and shall expire on December 31, 2026 at 11:59 p.m. ("Initial Term") unless cancelled earlier through 90 days written notice, by either party or terminated by written notice of a breach of this Agreement or operation of law, unless such early cancellation or termination would give rise to liability to either party under the federal or state laws known as WARN Acts or similar laws, in which case such cancellation or termination shall be delayed so the parties can provide appropriate notices or take other steps to avoid liability under such laws as allocated under this Agreement or by operation of law. To the extent that the parties have entered into one or more prior agreements to furnish emergency medical services, such prior agreements and amendments thereto are hereby rescinded, replaced and superseded by this Agreement and any provision of such prior agreement and amendments that are inconsistent with this Agreement shall be governed by this Agreement. This Agreement may be renewed upon the same terms and conditions unless otherwise agreed to by the Parties in writing pursuant to an amendment contained herein for a period of up to three (3) years beyond the expiration date by mutual consent of the parties ("Subsequent Term").

4. **SCOPE OF SERVICE.** Contractor hereby agrees to provide ambulance service to Towns under the following terms:

- a. Three (3) ALS ambulances shall be available to receive and respond to calls for ambulance service within Towns' corporate limits; Contractor shall respond to locations outside this area when so requested pursuant to any mutual aid agreement set forth by order of either Town's Council or their designee.
- b. Contractor agrees to honor any current and future mutual aid agreements to which Towns are a party or become a party. It is the intention of Contractor to house one (1) ambulance within each Town with the third ambulance being placed at a location chosen by Contractor. Contractor may assign or reassign any ambulances dedicated to Towns as long as they maintain three (3) ambulances dedicated to this agreement.
- c. Contractor shall provide ambulance service without regard to creed, race, color, national origin, sex, sexual orientation, age, ancestry, religious preference, disability, financial ability to pay or any other status protected from discrimination under the provisions of the Indiana Human Rights Act, as amended from time to time, and other applicable federal and state laws.
- d. Contractor shall have the ability to respond to all emergency service calls originating within Towns at no more than an Average monthly Response time of seven (7) minutes from dispatch of the call from the Lake County 911 Dispatch Center to the scene of the emergency; except only on those rare occasions in

which adverse weather conditions or other unusual circumstances prevail. A record of Contractor's arrival time at the scene of the emergency shall be documented using the Lake County's and/or Contractor's dispatch records. All response times greater than 12 minutes need to be reported to Towns within three (3) business days with a narrative as to the reason for the delay.

- e. Contractor shall continuously maintain the ambulances within Towns and dedicated to responding to calls for ambulance service within Towns' corporate limits, except in those cases where they are responding to mutual aid or transporting an emergency call to a hospital.
 - f. To facilitate response times, the Town of Griffith shall provide Contractor space to house one fully staffed ambulance at a location mutually agreed upon by the parties.
 - g. Contractor agrees that if it is not able to respond to an ALS emergency call with an ALS ambulance, it will refer the call to another qualified company or service in accordance with its Mutual Aid Agreements.
 - h. Contractor agrees to respond to and stand by with a fully staffed ambulance at structure fires and the special events listed in Attachment "A".
 - i. Contractor shall be the provider of Emergency Medical Services and bill in its own name at its usual and customary rates. Contractor shall offer similar options to uninsured and underinsured customers as those offered to insurance providers/Medicare to offset costs for services provided by Contractor.
 - j. Contractor shall be responsible for all Emergency Medical Services billing operations. All invoices will be generated from Contractor and inquiries will be directed to Contractor. An account manager will be available to answer any questions or concerns.
 - k. Contractor shall immediately replace any supplies or equipment that may have been used on-site by first responders by Towns.
5. **PERSONNEL.** Contractor shall provide sufficient personnel to adequately staff three (3) ALS ambulances at all times.

- a. Personnel assigned to work pursuant to this Agreement shall be in compliance with all regulations of the EMS Division of the State of Indiana's Department of

Homeland Security Division.

- b. Personnel shall continue their professional education to meet all on-going state, federal and local requirements for continuing education.
- c. There shall be no charge to Towns for the education and training of the personnel nor shall Contractor schedule such education and training in any manner that causes the personnel to be absent from their duties under this Agreement.

6. **PERSONNEL DUTIES AND RESPONSIBILITIES.** Personnel assigned by Contractor to perform duties pursuant to this Agreement shall remain under the direct supervision and control of the appropriate managers from Contractor. However, Contractor may cede operational control over the ALS ambulances when such operational control is necessary for the efficient deployment of a Town's emergency response system. This control may be given to the leadership of a Town's Fire or Police Departments. Nothing in this subsection shall be construed in any manner to change the independent contractor status of such employees. Towns shall immediately report to Contractor any violation of law, policy or work rule by one of Contractor's employees. If there is a violation of law, policy, or work rule by one of Contractor's employees, the appropriate course of action or discipline shall be solely within the purview of Contractor; personnel shall report to Contractor for all employment and disciplinary related matters.

- a. Contractor has established an employee drug testing program for its employees. Contractor represents that it will enforce the terms of the drug testing program to the personnel assigned to duties under this Agreement to the extent allowed under applicable law. In the event laws or regulations are enacted by any government agency that require drug testing of Contractor's personnel beyond that currently required, Contractor shall comply with those laws and/or regulations.
- b. Contractor shall conduct criminal background checks on all personnel assigned to duties under this Agreement in accordance to their standard policies.
- c. To the best of Contractor's abilities and in accordance with federal and state law, Contractor shall participate in training and disaster exercises, upon the request of either Town's Council.
- d. Contractor further agrees that their background checks will include

compliance with the The Office of the Inspector General (OIG) of the Department of Health and Human Services (HHS) "Exclusion List Regulations".

7. **EQUIPMENT.** Contractor shall maintain equipment as follows:
 - a. Operate and equip the vehicles in accord with all federal, state and local laws, rules, regulations and ordinances including but not limited to the Guidelines of ALS Systems issued by the State of Indiana.
 - b. Maintain the vehicle in good operating condition and the patient compartment in an acceptable sanitary condition at all times in accordance with all applicable laws and standards of practice by performing regular preventative maintenance on the vehicle.
 - c. Supply and maintain all medical equipment in compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
 - d. Supply radio, telemetry and/or cellular communication equipment compatible with the communication requirements of the State of Indiana.
 - e. Towns will supply emergency response vehicle intersection control interception devices in each of its primary contracted vehicles at no cost to Contractor. These devices must be compatible with the system installed on each Town's traffic devices. Contractor will be responsible for installation and maintenance of these devices. These devices will remain the property of each Town and will be returned to each Town at the end of this agreement.
8. **REPORTS.** Contractor shall maintain accurate records and reports of each response in accordance with the State of Indiana EMS Division. Dispatch time reports in accordance with Sec. 4 (d) above, shall be provided as requested. Contractor shall provide a representative to attend the monthly EMS Board meetings to relay requested information and discuss evaluation of services. Towns may agree to alter the structure of the Griffith EMS Board of Control to allow for representation of the Town of Highland.
9. **MEDICARE/MEDICAID.** The Parties agree that at all times they shall remain licensed, certified or enrolled in good standing with applicable state and federal licensing authorities, with all state and federal health care programs, and all required state or national accrediting organizations. Contractor shall procure and keep in effect all such licenses, permits, registrations and certifications necessary for the operations of all

vehicles. The Parties shall provide evidence thereof upon request.

10. INDEPENDENT CONTRACTORS. Notwithstanding anything to the contrary in this Agreement or elsewhere, it is expressly understood that the personnel of each party shall at all times operate as an independent contractor and shall not at any time be or operate as the agent or employee of, joint employer, partnership, or as a joint ventures with the other party. This Agreement is not for the benefit of any other party, whether or not referred to herein.

Contractor's employees shall be, for all purposes, bona fide employees of Contractor and not of Towns. All employment-related costs, benefits and expenses arising out of the relationship between Towns and Contractor, including, but not limited to wages, state, local and federal taxes, benefits, insurance premiums, and contributions to insurance, pension, or other deferred compensation plans, including Social Security, unemployment insurance and workers' compensation obligations, shall be the sole responsibility of Contractor. Contractor's employees shall also be subject to all personnel policies and regulations applicable to Contractor's employees generally, including time off with or without pay and leaves of absence, including under the Family and Medical Leave Act or any similar state law.

Contractor, including its employees, shall not be considered, entitled or eligible to participate in any benefits or privileges given or extended by Towns or be deemed an employee of Towns for any purposes, including but not limited to, for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation, and other employer contributions not specifically provided for in this Agreement.

While Contractor's employees are providing services hereunder, Towns shall be responsible for maintaining a safe, healthy and non-discriminatory working environment in compliance with all applicable federal, state and local laws, regulations and ordinances.

Contractor and Towns agree that Contractor is an independent contractor and shall be liable for its own actions. Neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein.

Contractor shall retain the exclusive right to hire, discipline, compensate and terminate its employees pursuant to Contractor's policies and procedures and consistent with the terms of this Agreement.

11. INDEMNIFICATION. It is expressly understood and agreed that Contractor, to the extent permitted by law, shall in all events defend, indemnify, save, and hold harmless Towns, their parents, affiliates, successors and assigns, and their respective present and former agents,

officers, volunteers, and employees from any and all claims, liabilities, obligations, debts, charges, settlements or judgments (including attorneys' fees) arising from death, illness, physical injuries or property damage to any third party or the other party's present and former agents, officers, volunteers, and employees, including but not limited to any and all employment-related causes of action, attributable to the acts or omissions of Contractor, its agents, officers, and employees while engaged in the performance of duties under this contract. Neither party shall be obligated to indemnify the other party for any claim or liability: (a) involving a claim by one party against the other party; (b) to the extent prohibited by law. Provided that a party is not in breach of its indemnification obligations hereunder, no party being indemnified shall settle or compromise any claim subject to indemnification hereunder without the consent, of the party providing such indemnification.

Contractor also agrees to indemnify and hold Towns harmless for any claims, settlement or judgment based upon the sole theory of apparent agency arising from the negligent acts or omissions of the other and/or its employees or agents.

Towns shall fully indemnify, defend and hold harmless Contractor, its directors, managers, officers, and employees and agents, individually and collectively, from all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees arising or resulting from the sole negligent acts or omissions of either Town, its employees and/or agents.

Notwithstanding the foregoing, nothing contained within this Agreement is intended to be a waiver or estoppel of Contractor, Towns, or its respective insurer's ability to rely upon the limitations, defenses and immunities contained within Indiana law, including but not limited to any tort immunity act or emergency medical systems act that may be applicable to Contractor or Towns. To the extent that indemnification is available and enforceable, the parties or their respective insurers shall not be liable to indemnify or contribution for an amount greater than the limits of liability for claims established by law. Under no circumstances shall either party be required to indemnify Contractor for its own negligent or intentional conduct.

This indemnification obligation shall be deemed to be contractual in nature and shall survive any termination of this Agreement.

12. **INSURANCE.** At all times during the existence of this Agreement, Contractor shall maintain in full force and effect a policy or policies of (1) general liability (occurrence based) and professional liability (claims made) with a minimum \$5,000,000 occurrence and \$5,000,000 aggregate; and (2) automobile liability with a minimum combined single limit of \$1,000,000. The policies shall, as applicable, provide coverage for bodily injury, personal injury and contractual liability (including contractual liability for any liability assumed by Contractor in this Agreement). Contractor shall also maintain Worker's Compensation insurance and Employers' liability insurance at minimum levels required under state law. Contractor agrees to furnish the other Party with satisfactory evidence of such insurance upon

request. Contractor shall immediately advise Towns of any termination of such insurance or any reduction in the amount of such insurance. Contractor agrees that any insurance policies maintained by it shall contain provisions that the underwriter will have no right of recovery or subrogation against Towns. Each Party shall cooperate with the other's insurers in the investigation, settlement or defense of any claim arising in connection with this Agreement and the services to be provided under it, shall promptly send the other's insurers copies of any notices, demands, legal papers or summons in regard to any such claim, shall notify any other insurer whose coverage may be available and shall cooperate with respect to coordinating other applicable insurance available. Contractor agrees to name Towns as an Additional Insured on the appropriate policy for its work under this agreement.

13. **PAYMENT OBLIGATIONS.** Contractor shall bill third party payers at its usual and customary rates for all services provided pursuant to this Agreement. Contractor shall bill the patient for any charges that are not covered by a third party payer. Contractor shall be fully responsible for collecting payment for the services rendered.

All charges for ambulance responses shall be in accordance with the most current definitions of each level of service as set forth by the State of Indiana and customary industry practice.

14. **AUDITS.** Each party shall keep accurate records of all services performed under this Agreement in accordance with industry standards and applicable laws, rules and regulations. If either party is requested to disclose any books, documents or records relevant to this Agreement for the purpose of an audit or investigation, it shall notify the other party of the nature and scope of such request and shall make available, upon written request of the other party, all such books, documents or records. Each party shall also cooperate and provide access for any audits and provide information as is reasonably necessary and in accordance with state and federal privacy laws to complete such audits.

15. **ASSIGNMENT.** This Agreement cannot be assigned or delegated to a third party by either party without the prior written consent of the other party, which shall not be unreasonably withheld, and any attempted assignment without such consent shall be considered null and void; except that either party may assign this Agreement to a parent, sister, subsidiary or affiliated corporation. Subject to the foregoing limitation, this Agreement shall be binding upon and inure to the benefit of the parties' successors, assigns, affiliates or other legal representatives.

16. **AMENDMENT.** No amendment, modification or change to the terms and condition of this Agreement shall be valid or binding unless the same are contained in a written document signed by both parties.

17. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement and

understanding between the parties in regard to the subject matter hereof; it supersedes and replaces all prior agreements, negotiations, and arrangements concerning its subject matter, and this Agreement is not subject to modification, alteration or amendment, except by further written Agreement signed by all parties. No waiver of any provision shall constitute a waiver of any other provision, nor shall any waiver be deemed continuing unless otherwise expressly so provided in writing by the party against which the waiver is asserted.

18. GOVERNING LAW AND VENUE. This Agreement is to be construed and enforced pursuant to the laws of the State of Indiana and any dispute arising out of this agreement shall be venued within the state of Indiana.

19. PROTECTION OF PATIENT INFORMATION. Contractor is a "covered entity" and shall carry out its obligations under this Agreement in compliance with the privacy and security regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and all subsequent amendments thereto, to protect the privacy and security of any personally identifiable, protected health information ("PHI") that is collected, processed or learned as a result of the services provided pursuant to this Agreement. Both parties acknowledge that any information shared pursuant to this Agreement shall be pursuant to Treatment, Payment, or Operations which does not require a patient's consent to share information and that this contractual relationship does not constitute a "business associate" agreement pursuant to the Privacy Rule. The parties also understand that it is permissible under HIPAA to freely exchange PHI for purposes of treatment and to freely share PHI for purposes of payment or health care operations pursuant to the minimum necessary rule. Both parties agree to a free exchange of PHI pursuant to the guidelines of HIPAA for purposes of treatment, payment, or health care operations, and each party shall provide all documents requested so that Contractor may properly pursue treatment, payment, and operations. Should at any time applicable law require a business associate agreement between the parties, the parties shall promptly execute a business associate agreement.

20. COMPLIANCE WITH LAW. The parties shall adhere to all county, state, Township and federal statutes, rules, regulations, codes, ordinances, charters, and guidelines applicable to the services provided in this Agreement, including, but not limited to, the Balanced Budget Act of 1997, the federal Anti-Kickback Statute, the federal False Claims Act, and the Social Security Act and its rules and policies and guidelines issued by the United States Department of Health and Human Services and its agencies such as CMS and the Office of the Inspector General. The Parties intend to comply fully with all applicable federal, state and municipal laws and regulations, as they now exist or are hereinafter amended or revised. Towns shall not require the Contractor's employees to perform any act that violates any of the aforesaid. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either Party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. Additionally,

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GRIFFITH HIGHLAND SUPERIOR
SEPTEMBER 2023

insofar as any terms or conditions of this Agreement are determined by any court or by any Office of the Inspector General or similar to be contrary to any statutes or regulations, the Parties will promptly and in good faith confer and resolve any issues in order to amend the Agreement so that the performance of this Agreement is consistent with all applicable statutes and regulations. In the event that the Parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either Party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms. If either Party becomes aware of any actual or potential violations by the other Party, whether intentional or inadvertent, of any applicable state or federal statutes or regulations, it shall promptly notify the other Party. Both Parties shall also promptly notify the other upon becoming the subject of any regulatory or professional disciplinary action which may materially affect the services provided pursuant to this Agreement.

No obligation contained herein, no relationships created by, and no financial expectations associated with this Agreement are intended to induce the referral of patients, items or services by any person or entity to any other person or entity. The Parties acknowledge there is no requirement that either Party refer patients to the other Party. This Agreement has been structured to and will be implemented to be in compliance with all Applicable Law and, in particular, the Medicare fraud and abuse laws. Accordingly, in connection with their respective duties hereunder, neither Party shall pay, has paid, has offered to pay, or has requested payment from, the other Party any prohibited remuneration directly or indirectly, overtly or covertly, in cash or in kind. At its sole cost and expense, each Party shall provide such staff, space, and other resources as are necessary or appropriate to achieve the purposes of this Agreement. The Parties further acknowledge that the business relationship established hereby is for the convenience of patients who select Contractor for Services, and therefore there is no guarantee that any referrals will be made to Contractor hereunder.

Each Party, their respective directors, trustees, officers and employees shall abide by their respective organization's ethical guidelines as these guidelines relate to the provision of the services provided under this Agreement, including but not limited to guidelines related to the federal Anti-Kickback Act (Section 1128B(b) of the Social Security Act) and the False Claims Act (31 USC 3729) and any amendments thereto.

21. **NON-SOLICITATION AGREEMENT.** Towns agree not to, directly or indirectly, solicit, or cause or induce on its own behalf or for any third party to solicit, for the purpose of hiring any of Contractor's employees placed with Towns to perform like services for Towns for the duration of this Agreement, unless mutually agreed by Contractor and Towns.

22. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. **NOTICES.** All notices provided for or permitted herein shall be in writing and shall be delivered personally, sent by a national overnight courier service, or sent by United States certified or registered mail, postage prepaid, return receipt requested, directed to the parties at the following addresses or to such address as any party shall designate by notice delivered or sent in the above manner. Notice shall be deemed to have been received by the addressee on the date the receipt of delivery is signed.

Contractor: Superior Air-Ground Ambulance Service of Indiana, Inc.
Mary Franco, Vice President
395 West Lake Street
Elmhurst, Illinois 60126

Towns: Town of Griffith
Gina Smith, Clerk-Treasurer
111 N. Broad St.
Griffith, Indiana 46319

Town of Highland
Mark Herak
3333 Ridge Rd.
Highland, IN 46322

25. **SEVERABILITY.** If any portion of this Agreement is determined to be invalid by subsequent passage of law or court interpretation, the court or other tribunal may "blue pencil" or revise said portion so that it is enforceable to the fullest extent permitted by law or, if such revision is deemed impermissible, that portion shall be removed from this Agreement. All other portions of this Agreement shall remain in full force and effect. Should any provision of this Agreement be deemed by either party to be contrary to the provisions of said Laws, then the court may revise such provision so that it is enforceable or the parties agree to attempt in good faith to renegotiate the problematic provision to the mutual satisfaction of the parties. In the event the parties are not able to mutually agree on modification of the problematic provision, then it will be left up to the court to revise such provision to make it enforceable.

26. **HEADINGS.** The headings set forth in this Agreement are for convenience only and shall not be considered a part of this Agreement nor shall they be deemed to limit, characterize or affect in any way the meaning of the provisions hereof.

27. **WAIVER AND CONSENT.** No waiver of the exercise or enforcement of any right, power or privilege hereunder shall be binding upon any party unless in writing and signed by

or on behalf of the party against which the waiver is asserted. A waiver of right or remedy on any one occasion will not be construed as a bar to or waiver of any such right to remedy on any other occasion. If the consent of either party is necessary pursuant to the terms of this Agreement, such consent shall not be unreasonably withheld.

28. **SURVIVAL.** Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations and warranties, express and implied, shall survive the expiration or termination of this Agreement.

29. **FORCE MAJEURE.** The performance by Contractor shall be excused in the event and during an event of Force Majeure. For purposes of this Agreement, an Event of Force Majeure shall be defined as an event such that performance is rendered unsafe or prevented by the following: acts of God; acts of war, judicial or governmental laws, regulations, requirements, orders or actions; governmental regulations or controls, injunctions or restraining orders which are ultimately determined to have been wrongfully granted.

30. **CONFIDENTIALITY.** Each Party shall treat all information obtained in negotiations and execution of this Agreement and not otherwise already in the public domain as confidential, to the extent admissible under law, including the Indiana Access to Public Records Act or any relevant court order. Neither Party will use nor disclose any sensitive or confidential information in any way that would violate any state or federal laws regarding the privacy, confidentiality or security of the sensitive or confidential information to which either Party may be subject.

31. **LEGAL FEES.** In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees, costs, and expenses related to such action.

32. **REPRESENTATIONS AND WARRANTIES.** Each Party represents and warrants to the other as follows: (i) neither the Party nor the Party's staff is bound by any agreement or arrangement which would preclude the Party from entering into, or from fully performing the services required under this Agreement and (ii) the licenses or certifications of neither the Party nor their staff has ever been denied, suspended, revoked, terminated, relinquished under threat of disciplinary action, or restricted in any way.

33. **COMPLAINTS.** Towns agree that all complaints or unusual incidents involving personnel, equipment or service of Contractor will be promptly reported to the designated contact of Contractor and will be described in an incident report, if requested, detailing the circumstances surrounding the complaint or incident, including the persons or entities

Page 12 of 13
GRIFFITH HIGHLAND SUPERIOR
SEPTEMBER 2023

involved, date and time of events at issue, and description of events at issue within three (3) days of the request.

IN WITNESS WHEREOF, the parties have executed this Agreement:

TOWN OF GRIFFITH, INDIANA **SUPERIOR AIR-GROUND AMBULANCE
SERVICE OF INDIANA, INC.**
An Indiana corporation

By: _____ By: _____
Printed Name: Rick Ryfa Printed Name: Mary Franco
Its: Towns Council President Its: Vice President
Date: _____ Date: _____

TOWN OF HIGHLAND, INDIANA

By: _____
Printed Name: _____
Its: _____
Date: _____

- x. **Discussion:** *Findings of Fact for the property located at 9717 Spring Street.* Property is currently zoned I-1.

The Clerk-Treasurer passed out to the Council the Findings of Fact as passed by the BZA at their September 27, 2023 public meeting. The BZA recommended to the Council, by a five (5) in favor and zero opposed, a favorable recommendation for the use variance for the property located at 9717 Spring Street. The use was a not permitted use in a I-1 zoning. The petitioner, Ann Coglianesse, wants to operate a TAEKWONDO Instructional Studio. He reminded the Council that they have ninety days to act, which would be December 26, 2023. If the Council does not act within ninety (90) days, the findings by the BZA take effect. He further reminded the Council, they can either vote it up or down but cannot modify the findings by the BZA.



TOWN OF HIGHLAND

Highland Municipal Building • 3333 Ridge Road
Highland, Indiana 46322
219-838-1080 • Fax 219-972-5097



Population 23,696
Incorporated in 1910

September 28, 2023

Tom Black, President
Highland Town Council
3333 Ridge Road
Highland, IN 46322

RE: CERTIFICATION OF ACTION BY THE TOWN OF HIGHLAND ADVISORY BOARD OF ZONING APPEALS (ABZA) CONCERNING A USE VARIANCE REQUEST BY ANN COGLIANESE, FOR THE LOCATION COMMONLY REFERRED TO AS 9717 SPRING STREET, HIGHLAND, INDIANA, FOR THE PURPOSE OF ALLOWING THE PETITIONER TO OPERATE A TAEKWONDO INSTRUCTIONAL STUDIO FROM THIS LOCATION. THE PROPERTY IS LOCATED WITHIN AN I-1 LIGHT INDUSTRIAL DISTRICT. THIS USE IS NOT A LISTED, PERMITTED USE IN THIS ZONED DISTRICT.

The Town of Highland Advisory Board of Zoning Appeals met in regular session on Wednesday, August 23, 2023. As part of their agenda, by a vote of five (5) in favor and zero (0) opposed, the Board voted to send a **Favorable Recommendation** to the Town Council for the petitioner's Use Variance request.

Please find attached the prepared Findings of Fact and meeting minutes for said hearing for this petition. The file content can be made available upon request. The attached Findings were memorialized at the September 27, 2023 ABZA meeting. This matter can now be acted upon by the Town Council. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Kenneth J. Mika
Zoning Administrator

Cc: Town Council
Mark Herak
John Reed

Attached: Findings of Fact
8/23/23 Meeting Minutes

Printed on 50% recycled paper.



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Sincerely,

Kenneth J. Mika
Zoning Administrator

Cc: Town Council
Mark Herak
John Reed

Attached: Findings of Fact
8/23/23 Meeting Minutes

HIGHLAND BOARD OF ZONING APPEALS

PETITIONER: Ann Coglianese Region American Taekwondo Assoc 1012 N. Arbogast Street Griffith, IN 46319	PROPERTY LOCATION: 9717 Spring Street Highland, IN 46322
--------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------

**FINDINGS OF FACT FOR FAVORABLE RECOMMENDATION
OF A USE VARIANCE IN AN I-1 LIGHT INDUSTRIAL DISTRICT**

1) The Petitioner requests a Use Variance for Taekwondo instructional studio to be permitted at 9717 Spring Street, Highland, Indiana 46322. Said property has an existing zoning classification of I-1 Light Industrial District, [HMC 18.50.040]. The proposed Taekwondo instructional studio is not a permitted use in the I-1 Light Industrial Zoning District.

2) This matter came before the Highland Board of Zoning Appeals for public hearing on July 26, 2023, and was tabled to be heard again on August 23, 2023.¹ Petitioner appeared in person. Petitioner presented proof of notice and publication as required by law.

3) Attorney Scott Bilse stated that the Proofs of Publication were in order, and that the correct meeting information was properly published. Mr. Mika conformed that the necessary signage notifying of the public meeting was also properly posted.

4) Petitioner presented testimony and evidence alleging various hardships and generally describing the intended use of the property, as shown Exhibit A (July 26, 2023) and Exhibit B (August 23, 2023) hereto.

5) Chairperson Murovic opened both meetings to the public. There were no negative remonstrances at either meeting. However, at the July 26, 2023, meeting (see Exhibit A), there were two (2) positive remonstrances concerning the caliber of the business and the people involved therein.

6) Mr. Helms motioned to grant a FAVORABLE RECOMMENDATION for the Use Variance to Petitioner(s) (Ms. Coglianese/Region American Taekwondo Association), at 9717 Spring Street to the Town Council, contingent upon (1) obtaining a cross-access easement from the neighboring property owner for movement and parking of passenger vehicles and changing any gravel automobile parking and movement areas to concrete or asphalt with striping for at least twenty-eight (28) parking places. Ms. Briseno seconded the motion. A roll call vote was taken with five (5) in favor and none (0) opposed.

¹ The Petition was properly tabled by motion and roll-call vote on July 26, 2023, and taken off of the table by proper motion and roll-call vote on August 23, 2023.

7) Pursuant to the testimony and facts submitted to the board, which are a part of the record herein, the Board of Zoning Appeals makes the following Findings of Fact:

- A. Under the Town of Highland Zoning Ordinance at Chapters HMC 18.50.040, (I-1 Zoning District), the uses and limitations stated do not permit the use requested by the Petitioner.
- B. Unless a Use Variance is granted, the subject property could not be used as a Taekwondo instructional studio as the same is not permitted in the I-1 Light industrial District.
- C. Due to the fact that most of the surrounding properties are commercial in nature, and the proposed Use Variance would not change the general nature of use for the subject property from its current status as commercial business use, create potential hazards for the public, and generally be of a character completely different than the other uses in the immediate vicinity, the Petitioner's request is not unreasonable.
- D. That the proposed Use Variance would not subvert the general purposes served by the Highland Zoning Ordinance, would not materially or permanently injure other property or uses in the same zoning district and vicinity, and would not be injurious to the public health, safety, morals and general welfare of the community.
- E. That the proposed use is compatible with the uses and layout of the subject property in general, or the other similarly situated properties in the area, and the proposed use will not adversely affect neighboring properties.

WHEREFORE, based upon the above Findings of Fact, the Highland Board of Zoning Appeals, by a vote of five (5) in favor and none (0) opposed, voted to MAKE A FAVORABLE RECOMMENDATION to the Highland Town Council for the Use Variance requested and pursuant to the two (2) contingencies as stated therein. Action taken to give FAVORABLE RECOMMENDATION to the Town Council on August 23, 2023. Findings of Fact approved the 27th day of September, 2023.

**TOWN OF HIGHLAND
BOARD OF ZONING APPEALS**

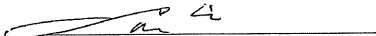

Susan Murovic, Chairperson
Town of Highland Board of Zoning Appeals

EXHIBIT A

Mrs. Murovic confirmed with Attorney Scott Bilse that the Proof of Publication for this petition had been published accordingly. Mr. Bilse replied that it was in order and Mr. Mika confirmed that the sign had been posted correctly.

Ann Coglianese stepped forward, introduced herself and stated her address as 1012 N. Arbogast in Griffith, IN. She continued to name her business as Region American Taekwondo Association IN (Region ATA), and that she was requesting a Variance to occupy the space at 9717 Spring Street, which was in an I-1 light industrial zone. Ms. Coglianese stated that she and her son Nathaniel started this business in 2013, then moved the business to Highland in 2015 and their current partner, Carly Hogan, joined them in 2017. She then explained how the business had grown and evolved into what it is today, which is the best martial arts school, summer school and after school program in the region. She introduced many employee coaches whom she considers her Region ATA team. She also briefly introduced several of the students and their families and gave accounts of their success and achievements since attending her programs. She added that the students gain confidence, strength, body control, self-esteem and invaluable life skills. She explained that taekwondo is the tool that she uses to help the next generation of children and families grow and thrive as individuals and units. She believes the respect, self-discipline, joy and mental strength learned through taekwondo will help the kids of today become the leaders we need tomorrow, adding that the school's motto is "Training the Next Generation".

Ms. Coglianese stated that her business has grown from 20 students to 130 students, plus 60 summer campers and 30+ after schoolers. Because of this, they are finding themselves in need of more space. She explained this is why they would like to expand to this 7,000 square foot space and accommodate the growing business. Finally, she said that allowing them this Use Variance would greatly benefit their business, which would in turn benefit the community of Highland.

Mrs. Murovic opened the discussion to the public and asked if anyone had any comments or concerns they would like to share.

Leah Dumezich, Superintendent of Griffith Public Schools, 1202 E. Lake Street, Griffith, IN, remarked that she knew Ann both professionally, as a superintendent and personally, as her daughter attends Region ATA summer camp as a student. She stated she was very fortunate to have someone like Ann to transport her kids to a very safe and welcoming program. Her daughter describes being there as feeling like family. She continued that her daughter was a part of the Right to Be program, which was a healthy outlet for her, other than social media or cell phones, which could lead to trouble. Kids at the camp don't have their cell phones for 8 hours out of the day and were encouraged to engage with one another. She continued that Ann has put her heart and soul into this program and really empowers children to do the right thing, speak up for others who may not be able to speak for themselves, have self-awareness and high self-esteem. She added that Ann works with the schools and has a huge impact on youth in this

community by providing this healthy outlet. She concluded that she was very proud to be a part of the program and hoped the Board took all of this into consideration.

Dr. Hector Savala, 1803 Norwood Drive, Griffith, IN, commented that the program Ann offers at Region ATA is amazing. He continued that it provided invaluable skills, and through training, even helped children achieve higher grades academically, obtain better focus and better discipline. He pointed out that, because of limitations with space for the kids, it was in turn limiting how many folks could be helped. He asked that the Board take this into consideration when determining their decision how many more lives could be impacted and improved.

Mrs. Murovic closed the public discussion and brought it back to the Board. She also thanked Ms. Coglianese for her presentation and noted the strong support she had for her business location; however, mentioned that there were still some concerns among the Board members regarding this building meeting the needs and safety concerns for this use in the I-1 zoned district. Mr. Turich mentioned specific concerns such as lighting of the parking lot and utilizing the right of way at the back of the building for additional parking. He continued that in the study session discussion, they didn't feel that these issues had been clearly defined or resolved. He stated that the Board felt that this petition should be tabled until next month, so that this information could be obtained and then documented for the Board's review. He added that this was a great program and noted the enthusiasm behind it. He concluded that the Board is focused on the safety of everyone involved and in no way wanted the petitioner to look on this as a negative. Mrs. Murovic agreed and stated that they had to focus on the building and what it offered the students and employees. She added that considering the number of students mentioned at 130, there were only 12 parking spaces currently. Mrs. Murovic also mentioned that there was no drop-off pattern for students, and there was no holding zone. These issues were concerning the Board. Ms. Coglianese said that the parents had to park and come into the building with the children and that they had to be signed in and out. She added that they had been dealing with this at their current location on Jewett Ave. Mrs. Murovic pointed out that on Jewett Avenue, there were a lot of opportunities to park further down the street and walk to the studio. With the new requested location, there would not be that kind of choice and it was a busy area. Mr. Mika stated that the current location on Jewett Street was on-street parking, so this was a better situation in that the parking would be off-street; however, it needed to be better defined and there needed to be more because the parking spaces being shown in the front on the current site plan would not be sufficient. Mr. Mika stated that he would be willing to work with Ms. Coglianese, but it would need to be drawn up by the engineering firm. Mr. Mika also stated that there would need to be clear access to the parking, which would have to be shown on the new site plan as well. Ms. Briseno asked Ms. Coglianese what the square footage of the proposed location was. Ms. Coglianese stated that the front part, or lobby of the building was 3,000 square feet and the back part of the building was an additional 4,000 square feet. She added that she felt it was absolute perfection for their needs. She also pointed out that there were never 130 students at a time at the facility, and that they averaged about 30 – 40 students per night. Mr. Turich explained that the maximum number of students and employees at the facility on any given night would be the number she should be concerned with for planning the parking needs. Mrs. Murovic reiterated that the three primary things to be addressed were the lighting, the parking spaces and the students getting in and out of the space safely. Mr. Helms said that he liked what they had presented and the fact that the Board was pointing out some nuts-and-bolts

things to be addressed does not in any way mean that they were against them approving the Use Variance, they just had to address these concerns. Ms. Coglianese stated that she was in no way discouraged by these requests. Mr. Mika added that Ms. Coglianese would not have to re-advertise with another legal notice or a sign. Mr. Helms asked what would be required for the lighting. Mr. Mika replied that they would need to put together a plan.

EXHIBIT A

EXHIBIT B

Mrs. Murovic asked Ms. Coglianese if she had anything to add that was not discussed at her July 26th hearing. Ms. Coglianese responded that the site plan had been updated since her last hearing. Mrs. Murovic asked her if she would like to give them any details as to what had been changed on the new site plan. She replied that her Engineer, Stuart Allen, had updated the parking spaces and there were additional spaces added, which had been requested by the Board at the July meeting. She continued to say that Mr. Allen had been in touch with Mr. Mika regarding details of what was expected, and the revised site plan shows very clear spaces in the front of the building, along the side, and in the back.

Ms. Briseno asked how many spaces there were on the revised site plan. Ms. Coglianese responded that there were now 28 spaces defined on the newly revised site plan. She added that there was also an issue with the lighting, and she had sent some pictures of the lighting that had now been installed on the property.

Mrs. Murovic opened the meeting to the public. Hearing no remonstrance, she closed the public meeting and brought the meeting back to the Board. Mr. Thomas asked if there could be a fence installed between the property in question and the neighboring business, due to safety concerns. Mr. Mika responded that there was already a fence installed there, along with a gate. Mr. Thomas was concerned about the other side of the property that was still open, and that with kids involved, what was to stop them from running into the neighboring properties that had industrial businesses. Ms. Coglianese replied that she was committed to making the property as safe as possible and that the children had to be walked in and also signed in by parents or guardians when arriving at the studio for instructional classes. Ms. Briseno asked what the landlord thought about all this. Ms. Coglianese responded that Mr. Krooswyk was very supportive of Ms. Coglianese's plans and did everything to let her know she had his full support. She added that one of the neighboring tenants was the U-Haul business and that he used the front area for parking, but only used the back area for his personal storage. Mr. Turich added that for the neighboring business that didn't have a fence, he felt there should be some sort of separation. Ms. Coglianese explained that her neighbor did not have any kind of activity or traffic in the back during their operational hours. He only used it for storage and would almost certainly be closed when the students were coming and going. She also pointed out that it was very spacious in the back area that was being discussed. Mr. Thomas said that the area to the side of the building was only 30' wide and considering a car was 8' or 9' wide, that area might become congested if the spaces were all utilized. Ms. Coglianese thanked Mr. Thomas for bringing this up and said that her number one goal is to make the facility as safe as possible for everyone coming and going and assured him that there was ample space for the parking on the side and for cars to access the back of the building and get back to the front even if all the side spaces were occupied. She added that Mr. Torrenga had drawn it out to meet those needs. Mr. Mika asked if Ann Coglianese knew if Mr. Krooswyk owned the property that the U-Haul business occupied. Ms. Coglianese responded that he did own that property that the gentleman rents out for his U-Haul business operation. Mr. Mika then asked if Ms. Coglianese is anticipating having any tournaments at this location. Ms. Coglianese replied that she would not be able to have any tournaments there, due to the size of the property and that it would not be large enough. She said there are over 500 in attendance at the tournaments and therefore, they have to be held at the Sportsplex. She added that their current focus was to create a bigger space for the students they

currently have. Mrs. Murovic asked what made her decide to move to a bigger space. She said that they wanted to stay in Highland, and even with a few larger, taller people training in their current space, it quickly gets very small. They had grown considerably in the past few years and needed more space for the students they currently have enrolled. She added that she had been shopping for a new space for about 4 years and had been unsuccessful until she found this space. When this building became available, she felt it was the perfect space for their needs, with high ceilings, huge spaces and it was exactly what they wanted for a training center. She felt it would enhance the training experience considerably for their students, many of whom compete at the national and world levels.

Ms. Briseno asked if there was a maximum occupancy for the building because the Board was concerned with the number of parking spaces. Ms. Coglianese responded by saying that she had a waiting list for her center. She added that she had provided a schedule that showed the number of students currently enrolled and the number of parents that would be dropping them off. Mrs. Murovic asked if she felt there was ample room for expansion and growth with the parking that was available on this property. Ms. Coglianese replied that she can monitor that with the waiting list and make sure that they never outgrow the available parking. She added that she does that in her current location on Jewett Street and it has been working well for them.

Mr. Mika stated that he brought up the question earlier regarding who owned the U-Haul property because possibly Mr. Krooswyk would allow her to utilize a portion of that property if, in fact, additional parking spaces were needed. Ms. Coglianese replied that she was completely open to that; however, she did not want to be a bad neighbor by saying that in order for her to operate her business, she would need to encroach on the neighboring property. She added that, without going into great detail, there were other options open to her and Mr. Krooswyk is willing to help her, also. She stated that, after the July meeting, she went to the property with her entire team and saw how spacious the area was and felt completely confident in the fact that it will be ample for their needs, and it would be maintained and kept up with everyone's safety in mind. She continued that she can personally guarantee that the parking would not get out of hand because she can control that with enrollments, and that she was not looking to expand at the moment, she was just interested in accommodating her current students and providing them with the best and safest training space. She added that currently there is ample parking for her students at this property, shown on the revised site plan, and can be maintained with enrollments and the waiting list that is in place. Ms. Briseno mentioned that she saw 23 spaces only. Ms. Coglianese repeated that there were actually 28 spaces on the plan. She then introduced her architect Nick Georgiou of Georgiou and Associates Architects, 866 Kennedy Avenue, Schererville, IN 46375. He approached the Board and pointed out the 28 parking spaces, marked on the revised site plan. There were 10 in the front, 9 parallel spots along the side, and 9 in the back of the building. Hearing that the back of the building was only gravel, Mr. Mika pointed out that any parking spaces/lots would have to be asphalt, or concrete, per ordinance requirements. Mr. Mika also stated that there would have to be a change in occupancy filed with the State to meet the zoning requirements, which had been discussed with Ms. Coglianese earlier. After much discussion regarding the number of parking spaces, and parking surfaces, the Board decided a favorable recommendation from the BZA to the Town Council would be dependent upon Ms. Coglianese meeting several conditions. Ms. Coglianese stated that she was fully committed to this request and was a rule follower. She continued that

when she heard the Board state that they were not opposed to her business using this property, it appeared that this was the main point of this Use Variance. She also stated that she can make everything else happen to comply with the requirements, and she was surrounded by all the right people to help her achieve these conditions. She concluded by saying that as an entrepreneur, it was her job to fulfill the dream and it is her duty to follow the rules.

EXHIBIT B

HIGHLAND BOARD OF ZONING APPEALS
Minutes of the Meeting of
August 23, 2023

The Highland Board of Zoning Appeals met in the meeting room of the Highland Municipal Building, 3333 Ridge Road, Highland, IN 46322 on August 23, 2023. Mrs. Murovic called the meeting to order at 6:30 p.m. The meeting opened with the Pledge of Allegiance led by Commissioner Briseno.

ROLL CALL: Present were Board Members Mr. Helms, Mr. Thomas, Ms. Briseno and Mrs. Murovic. Mr. Turich arrived late. Also in attendance was Mr. Ken Mika, Building Commissioner/Zoning Administrator and Mr. John Reed, Town Attorney.

MINUTES: The minutes of the July 26th, 2023, meeting were approved as posted.

ANNOUNCEMENTS: The date of the next Board of Zoning Appeals meeting will be September 27th, 2023.

COMMUNICATIONS: None.

Old Business: Approval of Findings of Fact for Scott Filler, Apex Total Property Maintenance, 2743 Highway Avenue, Highland, IN 46322, requesting Variances for 2716 40th Street, Lot 5 & 2728 40th Street, Lot 3 for Lot Width and Lot Area/Total Square Footage allowances. {HMC 18.20.050} (A) (2) Property Development Standards. (A) Minimum lot size requirements for an R-2 district are as follows: (2) Every single-family detached dwelling shall meet the requirements of HMC 18.15.060 (C) (1) and every two-family attached dwelling hereafter erected shall be on a zoning lot having a minimum areas of 9,600 square feet and a minimum lot width of 80 feet at the building line, and lot depth of 120 feet; provided, that a lot of record on the effective date of the ordinance codified in this title which is less than 9,600 square feet in the area or less than 80 feet in width, or 120 feet in depth, may be improved with a single-family detached or two-family attached dwelling where authorized by the board of zoning appeals.

Mr. Thomas motioned to approve the Findings of Fact for Scott Filler, Apex Total Property Maintenance for the lot width and total lot square footage of vacant lots at 2716 (Lot 5) & 2728 (Lot 3) 40th Street. Ms. Briseno seconded, and the motion passed unanimously with a 5 – 0 roll call vote.

Old Business: Tabled Public Hearing for Ann Coglianesi, 1012 N. Arbogast Street, Griffith, IN 46319, requesting a Use Variance for a Taekwondo instructional studio to be permitted at 9717 Spring Street, which is in an I-1 Light Industrial District. {HMC 18.50.040} Permitted Uses. A Taekwondo Instructional Studio is not a Permitted Use in an I-1 Zoned District.

Memorandum of Meeting
Monday, October 2, 2023

Ms. Briseno made a motion to remove the public hearing for Ann Coglianese from the table. Mr. Helms seconded, and the motion was passed unanimously with a 5 – 0 vote.

Ann Coglianese stepped forward and stated her address as 1012 N. Arbogast Street, Griffith, IN 46319.

Mrs. Murovic asked Ms. Coglianese if she had anything to add that was not discussed at her July 26th hearing. Ms. Coglianese responded that the site plan had been updated since her last hearing. Mrs. Murovic asked her if she would like to give them any details as to what had been changed on the new site plan. She replied that her Engineer, Stuart Allen, had updated the parking spaces and there were additional spaces added, which had been requested by the Board at the July meeting. She continued to say that Mr. Allen had been in touch with Mr. Mika regarding details of what was expected, and the revised site plan shows very clear spaces in the front of the building, along the side, and in the back. Ms. Briseno asked how many spaces there were on the revised site plan. Ms. Coglianese responded that there were now 28 spaces defined on the newly revised site plan. She added that there was also an issue with the lighting, and she had sent some pictures of the lighting that had now been installed on the property.

Mrs. Murovic opened the meeting to the public. Hearing no remonstrance, she closed the public meeting and brought the meeting back to the Board. Mr. Thomas asked if there could be a fence installed between the property in question and the neighboring business, due to safety concerns. Mr. Mika responded that there was already a fence installed there, along with a gate. Mr. Thomas was concerned about the other side of the property that was still open, and that with kids involved, what was to stop them from running into the neighboring properties that had industrial businesses. Ms. Coglianese replied that she was committed to making the property as safe as possible and that the children had to be walked in and also signed in by parents or guardians when arriving at the studio for instructional classes. Ms. Briseno asked what the landlord thought about all this. Ms. Coglianese responded that Mr. Krooswyk was very supportive of Ms. Coglianese's plans and did everything to let her know she had his full support. She added that one of the neighboring tenants was the U-Haul business and that he used the front area for parking, but only used the back area for his personal storage. Mr. Turich added that for the neighboring business that didn't have a fence, he felt there should be some sort of separation. Ms. Coglianese explained that her neighbor did not have any kind of activity or traffic in the back during their operational hours. He only used it for storage and would almost certainly be closed when the students were coming and going. She also pointed out that it was very spacious in the back area that was being discussed. Mr. Thomas said that the area to the side of the building was only 30' wide and considering a car was 8' or 9' wide, that area might become congested if the spaces were all utilized. Ms. Coglianese thanked Mr. Thomas for bringing this up and said that her number one goal is to make the facility as safe as possible for everyone coming and going and assured him that there was ample space for the parking on the side and for cars to access the back of the building and get back to the front even if all the side spaces were occupied. She added that Mr. Torrenge had drawn it out to meet those needs. Mr. Mika asked if Ann

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Coglianesse knew if Mr. Krooswyk owned the property that the U-Haul business occupied. Ms. Coglianesse responded that he did own that property that the gentleman rents out for his U-Haul business operation. Mr. Mika then asked if Ms. Coglianesse is anticipating having any tournaments at this location. Ms. Coglianesse replied that she would not be able to have any tournaments there, due to the size of the property and that it would not be large enough. She said there are over 500 in attendance at the tournaments and therefore, they have to be held at the Sportsplex. She added that their current focus was to create a bigger space for the students they currently have. Mrs. Murovic asked what made her decide to move to a bigger space. She said that they wanted to stay in Highland, and even with a few larger, taller people training in their current space, it quickly gets very small. They had grown considerably in the past few years and needed more space for the students they currently have enrolled. She added that she had been shopping for a new space for about 4 years and had been unsuccessful until she found this space. When this building became available, she felt it was the perfect space for their needs, with high ceilings, huge spaces and it was exactly what they wanted for a training center. She felt it would enhance the training experience considerably for their students, many of whom compete at the national and world levels.

Ms. Briseno asked if there was a maximum occupancy for the building because the Board was concerned with the number of parking spaces. Ms. Coglianesse responded by saying that she had a waiting list for her center. She added that she had provided a schedule that showed the number of students currently enrolled and the number of parents that would be dropping them off. Mrs. Murovic asked if she felt there was ample room for expansion and growth with the parking that was available on this property. Ms. Coglianesse replied that she can monitor that with the waiting list and make sure that they never outgrow the available parking. She added that she does that in her current location on Jewett Street and it has been working well for them.

Mr. Mika stated that he brought up the question earlier regarding who owned the U-Haul property because possibly Mr. Krooswyk would allow her to utilize a portion of that property if, in fact, additional parking spaces were needed. Ms. Coglianesse replied that she was completely open to that; however, she did not want to be a bad neighbor by saying that in order for her to operate her business, she would need to encroach on the neighboring property. She added that, without going into great detail, there were other options open to her and Mr. Krooswyk is willing to help her, also. She stated that, after the July meeting, she went to the property with her entire team and saw how spacious the area was and felt completely confident in the fact that it will be ample for their needs, and it would be maintained and kept up with everyone's safety in mind. She continued that she can personally guarantee that the parking would not get out of hand because she can control that with enrollments, and that she was not looking to expand at the moment, she was just interested in accommodating her current students and providing them with the best and safest training space. She added that currently there is ample parking for her students at this property, shown on the revised site plan, and can be maintained with enrollments and the waiting list that is in place. Ms. Briseno mentioned that she saw 23 spaces only. Ms. Coglianesse repeated that there were actually 28 spaces on the plan. She then introduced her architect Nick Georgiou of Georgiou and Associates Architects,

866 Kennedy Avenue, Schererville, IN 46375. He approached the Board and pointed out the 28 parking spaces, marked on the revised site plan. There were 10 in the front, 9 parallel spots along the side, and 9 in the back of the building. Hearing that the back of the building was only gravel, Mr. Mika pointed out that any parking spaces/lots would have to be asphalt, or concrete, per ordinance requirements. Mr. Mika also stated that there would have to be a change in occupancy filed with the State to meet the zoning requirements, which had been discussed with Ms. Coglianese earlier. After much discussion regarding the number of parking spaces, and parking surfaces, the Board decided a favorable recommendation from the BZA to the Town Council would be dependent upon Ms. Coglianese meeting several conditions. Ms. Coglianese stated that she was fully committed to this request and was a rule follower. She continued that when she heard the Board state that they were not opposed to her business using this property, it appeared that this was the main point of this Use Variance. She also stated that she can make everything else happen to comply with the requirements, and she was surrounded by all the right people to help her achieve these conditions. She concluded by saying that as an entrepreneur, it was her job to fulfill the dream and it is her duty to follow the rules.

Mr. Helms motioned that the Board give a favorable recommendation to the Town Council contingent upon Ms. Coglianese obtaining the cross-axis agreement from the property owner, Mr. Terry Krooswyk, changing any graveled areas of parking to either asphalt or concrete, and clearly striping a minimum of (28) parking spaces. Ms. Briseno seconded, and the motion unanimously passed with a 5 – 0 roll call vote.

New Business: None.

BUSINESS FROM THE FLOOR: None.

ADJOURNMENT: Motion: Mr. Thomas Second: Mr. Helms Time: 7:20 p.m.

Councilor Black asked if there were any additional agenda items. Hearing none, he adjourned the meeting at 7:40 p.m.