

**Enrolled Memorandum of the Meeting
Study Session/Meeting (Convened Electronically/Hybrid)
Twenty-Ninth Town Council of Highland
Monday, October 16, 2023**

The Twenty-Ninth Town Council of the Town of Highland, Lake County, Indiana met in a study session on **Monday, October 16, 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 Philip Scheeringa 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)*

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:** The Clerk Treasurer informed the Council that he had received contract #4334614 from Lamar Media for the Baby Box Campaign. He had forwarded the contract to Attorney Reed for his review. Attorney Reed advised that it was Lamar's standard and the Clerk Treasurer could proceed and sign.

Memorandum of Meeting
Monday, October 16, 2023

Northwest Indiana-Chicago
9900 Georgla St.
Crown Point, IN 46307
Phone: 219-980-1147
Fax: 219-980-1208



Date: 10/9/2023
New/Renewal: NEW
Account Executive: DEBBIE TUERFF
Phone: 219-980-1147

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	608812-1
Name	TOWN OF HIGHLAND
Address	3333 RIDGE ROAD
City/State/Zip	HIGHLAND, IN 46322
Contact	MARK HERAK
Email Address	mherak@highland.in.gov
Phone #	
Fax #	
P.O./Reference #	
Advertiser/Product	BABY BOX CAMPAIGN
Campaign	Reservation: 40794223 2023 -2024 Baby Box Campaign

Space											
# of Panels: 48										Billing Cycle: Every 4 weeks	
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Service Periods	Invest Per Period	Cost	
80122 30571495	249-LAKE COUNTY IN, IN	US 30 N/S E/O BROADWAY F/E	Yes	Digital Poster	14' 0" x 28' 0"		10/23/23-10/29/23	1	\$212.50	\$212.50	
80231 30647228	249-LAKE COUNTY IN, IN	CLINE (SR 912) E/S .7 MI S/O I-80/94 F/S	Yes	Digital Poster	10' 0" x 21' 0"		10/23/23-10/29/23	1	\$212.50	\$212.50	
80242 30859694	249-PORTER COUNTY, IN	US 30 S/S E/O SR 2 F/W	Yes	Digital Poster	14' 0" x 28' 0"		10/23/23-10/29/23	1	\$212.50	\$212.50	
80031 30472427	249-LAKE COUNTY IN, IN	US 30 N/S .25 MI E/O CLINE F/E	Yes	Digital Poster	12' 0" x 25' 0"		11/06/23-11/12/23	1	\$212.50	\$212.50	
80041 30454090	249-PORTER COUNTY, IN	US 30 N/S .5 MI E/O GRAND (SR 61) F/W	Yes	Digital Poster	14' 0" x 28' 0"		11/06/23-11/12/23	1	\$212.50	\$212.50	
80061 30453893	249-LAKE COUNTY IN, IN	TAFT (SR 55) E/S S/O 73RD F/N	Yes	Digital Poster	10' 0" x 21' 0"		11/06/23-11/12/23	1	\$212.50	\$212.50	
80011 14934151	249-LAKE COUNTY IN, IN	TAFT (SR 55) E/S .75 MI S/O US 30 F/S	Yes	Digital Poster	10' 0" x 21' 0"		11/20/23-11/26/23	1	\$212.50	\$212.50	
80071 49581	249-LAKE COUNTY IN, IN	WICKER (US 41) W/S .5 MI S/O 77TH F/S	Yes	Digital Poster	12' 0" x 25' 0"		11/20/23-11/26/23	1	\$212.50	\$212.50	
80311 31043444	249-LAPORTE COUNTY, IN	FRANKLIN (US421) E/S .2 MI S/O US 20 F/N	Yes	Digital Poster	10' 0" x 21' 0"		11/20/23-11/26/23	1	\$212.50	\$212.50	
80112 48930	249-PORTER COUNTY, IN	SR 49 W/S .25 MI N/O CR 1100N F/N	Yes	Digital Poster	12' 0" x 25' 0"		12/04/23-12/10/23	1	\$212.50	\$212.50	
80132 30453890	249-LAKE COUNTY IN, IN	BROADWAY E/S .2 MI N/O 93RD F/S	Yes	Digital Poster	12' 0" x 25' 0"		12/04/23-12/10/23	1	\$212.50	\$212.50	
80151 48797	249-LAKE COUNTY IN, IN	INDPLS (US 41) W/S .1 MI N/O MAIN F/S	Yes	Digital Poster	12' 0" x 25' 0"		12/04/23-12/10/23	1	\$212.50	\$212.50	
80051 30453860	249-LAKE COUNTY IN, IN	MAIN (SR 55) E/S S/O SUMMIT F/N	Yes	Digital Poster	10' 0" x 21' 0"		12/18/23-12/24/23	1	\$212.50	\$212.50	
80181 48829	249-PORTER COUNTY, IN	US 30 N/S E/O JOLIET F/W	Yes	Digital Poster	14' 0" x 28' 0"		12/18/23-12/24/23	1	\$212.50	\$212.50	
90011 30454046	249-LAKE COUNTY IN, IN	US 30 E/S .5 MI W/O SAUK TRAIL F/NW	Yes	Digital Poster	12' 0" x 25' 0"		12/18/23-12/24/23	1	\$212.50	\$212.50	
80021 14934250	249-LAKE COUNTY IN, IN	US 30 S/S .2 MI E/O INDPLS (US 41) F/W	Yes	Digital Poster	10' 0" x 21' 0"		01/01/24-01/07/24	1	\$212.50	\$212.50	
80121 49530	249-LAKE COUNTY IN, IN	US 30 N/S E/O BROADWAY F/W	Yes	Digital Poster	14' 0" x 28' 0"		01/01/24-01/07/24	1	\$212.50	\$212.50	
80192 48872	249-PORTER COUNTY, IN	US 6 N/S 750' E/O SR 51 F/E	Yes	Digital Poster	10' 0" x 21' 0"		01/01/24-01/07/24	1	\$212.50	\$212.50	
80152 48798	249-LAKE COUNTY IN, IN	INDPLS (US 41) W/S .1 MI N/O MAIN F/N	Yes	Digital Poster	12' 0" x 25' 0"		01/15/24-01/21/24	1	\$212.50	\$212.50	
80171 49087	249-LAKE COUNTY IN, IN	US 30 S/S .4 MI W/O COLORADO F/E	Yes	Digital Poster	14' 0" x 28' 0"		01/15/24-01/21/24	1	\$12.50	\$12.50	
80312 31043445	249-LAPORTE COUNTY, IN	FRANKLIN (US421) E/S .2 MI S/O US 20 F/S	Yes	Digital Poster	10' 0" x 21' 0"		01/15/24-01/21/24	1	\$212.50	\$212.50	
80072 49359	249-LAKE COUNTY IN, IN	WICKER (US 41) W/S .5 MI S/O 77TH F/N	Yes	Digital Poster	12' 0" x 25' 0"		01/29/24-02/04/24	1	\$212.50	\$212.50	
80201 30640596	249-LAKE COUNTY IN, IN	BROADWAY E/S .4 MI S/O 113TH F/S	Yes	Digital Poster	10' 0" x 21' 0"		01/29/24-02/04/24	1	\$212.50	\$212.50	
90041 30661935	249-PORTER COUNTY, IN	US 6 N/S 1.5 MI E/O WILLOWCREEK F/E	Yes	Digital Poster	12' 0" x 25' 0"		01/29/24-02/04/24	1	\$212.50	\$212.50	

INITIALS



Memorandum of Meeting
Monday, October 16, 2023

Northwest Indiana-Chicago
9900 Georgia St.
Crown Point, IN 46307
Phone: 219-980-1147
Fax: 219-980-1208



Date: 10/9/2023
New/Renewal: NEW
Account Executive: DEBBIE TUERFF
Phone: 219-980-1147

CONTRACT # 4334614

ID	County	Address	Yes	Poster	Size	Start	End	Rate	Total
80281	249-PORTER COUNTY, IN	US 30 N/S @ HAYES LEONARD RD F/W	Yes	Digital Poster	14' 0" x 28' 0"	02/12/24-02/18/24	1	\$212.50	\$212.50
80301	249-LAKE COUNTY, IN	MISSISSIPPI W/S .25 MI S/O US 30 F/S	Yes	Digital Poster	10' 6" x 22' 9"	02/12/24-02/18/24	1	\$212.50	\$212.50
30972897	249-LAKE COUNTY, IN	101 AVE. N/S W/O CALUMET, F/W	Yes	Digital Poster	12' 0" x 25' 0"	02/12/24-02/18/24	1	\$212.50	\$212.50
80321	249-LAKE COUNTY, IN	US 41 E/S 1 MI N/O US 30 F/S	Yes	Digital Poster	14' 0" x 28' 0"	02/26/24-03/03/24	1	\$212.50	\$212.50
30454091	249-LAKE COUNTY, IN	INDIANA E/S S/O SUMMIT F/W	Yes	Digital Poster	10' 0" x 21' 0"	02/26/24-03/03/24	1	\$212.50	\$212.50
80311	249-LAPORTE COUNTY, IN	FRANKLIN (US421) E/S .2 MI S/O US 20 F/W	Yes	Digital Poster	10' 0" x 21' 0"	02/26/24-03/03/24	1	\$212.50	\$212.50
31043444	249-PORTER COUNTY, IN	SR 49 W/S .25 MI N/O CR 1100N F/S	Yes	Digital Poster	12' 0" x 25' 0"	03/11/24-03/17/24	1	\$212.50	\$212.50
80111	249-PORTER COUNTY, IN	US 30 N/S .8 M W/O INDPLS (US 41) F/E	Yes	Digital Poster	12' 0" x 25' 0"	03/11/24-03/17/24	1	\$212.50	\$212.50
48887	249-LAKE COUNTY, IN	MAIN (SR 55) W/S .8 MI N/O SUMMIT F/S	Yes	Digital Poster	12' 0" x 25' 0"	03/11/24-03/17/24	1	\$212.50	\$212.50
80211	249-LAKE COUNTY, IN	INDPLS (US 41) W/S .4 MI S/O 45TH F/W	Yes	Digital Poster	14' 0" x 28' 0"	03/25/24-03/31/24	1	\$212.50	\$212.50
30652337	249-LAKE COUNTY, IN	US 30 S/S .4 MI W/O COLORADO F/W	Yes	Digital Poster	14' 0" x 28' 0"	03/25/24-03/31/24	1	\$212.50	\$212.50
80172	249-LAKE COUNTY, IN	SR 2 E/S 1 MI S/O US 30 F/S/W	Yes	Digital Poster	10' 0" x 21' 0"	03/25/24-03/31/24	1	\$212.50	\$212.50
48528	249-PORTER COUNTY, IN	TAFT (SR 55) E/S .75 MI S/O US 30 F/S	Yes	Digital Poster	10' 0" x 21' 0"	04/08/24-04/14/24	1	\$212.50	\$212.50
80281	249-LAKE COUNTY, IN	101ST AVE S/S .25M E/O SHEFFIELD F/W	Yes	Digital Poster	10' 0" x 21' 0"	04/08/24-04/14/24	1	\$212.50	\$212.50
3095491	249-LAKE COUNTY, IN	FRANKLIN (US421) E/S .2 MI S/O US 20 F/S	Yes	Digital Poster	10' 0" x 21' 0"	04/08/24-04/14/24	1	\$212.50	\$212.50
80312	249-LAKE COUNTY, IN	US 30 N/S E/O BROADWAY F/E	Yes	Digital Poster	14' 0" x 28' 0"	04/22/24-04/28/24	1	\$212.50	\$212.50
31043445	249-PORTER COUNTY, IN	US 30 S/S E/O SR 2 F/E	Yes	Digital Poster	14' 0" x 28' 0"	04/22/24-04/28/24	1	\$212.50	\$212.50
80122	249-LAKE COUNTY, IN	WICKER (US 41) E/S .3 MI S/O US 30 F/S	Yes	Digital Poster	12' 0" x 25' 0"	04/22/24-04/28/24	1	\$212.50	\$212.50
30571485	249-LAKE COUNTY, IN	BROADWAY E/S .2 MI N/O B3RD F/S	Yes	Digital Poster	12' 0" x 25' 0"	05/06/24-05/12/24	1	\$212.50	\$212.50
80271	249-LAKE COUNTY, IN	US 30 N/S .8 M W/O INDPLS (US 41) F/W	Yes	Digital Poster	12' 0" x 25' 0"	05/06/24-05/12/24	1	\$212.50	\$212.50
30806787	249-LAKE COUNTY, IN	SR 130 S/S W/O CR 250W F/W	Yes	Digital Poster	10' 0" x 21' 0"	05/06/24-05/12/24	1	\$212.50	\$212.50
80132	249-LAKE COUNTY, IN	MAIN (SR 55) E/S S/O SUMMIT F/W	Yes	Digital Poster	10' 0" x 21' 0"	05/20/24-05/26/24	1	\$212.50	\$212.50
30453890	249-LAKE COUNTY, IN	WICKER (US 41) W/S .5 MI S/O 77TH F/S	Yes	Digital Poster	12' 0" x 25' 0"	05/20/24-05/26/24	1	\$212.50	\$212.50
80071	249-PORTER COUNTY, IN	US 6 N/S 750' E/O SR 51 F/W	Yes	Digital Poster	10' 0" x 21' 0"	05/20/24-05/26/24	1	\$212.50	\$212.50
80191	249-PORTER COUNTY, IN								

Total Space Costs: \$10,000.00

Special Considerations: Preemptible Digital Space.
Panel #80171 is Digital Bonus Space on 1-15-2024.

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solidio with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Media Buyer

(Officer/Title)

of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

INITIALS



Page 2 of 4

Memorandum of Meeting
Monday, October 16, 2023

Northwest Indiana-Chicago
9900 Georgia St.
Crown Point, IN 46307
Phone: 219-980-1147
Fax: 219-980-1208



Date: 10/9/2023
New/Renewal: NEW
Account Executive: DEBBIE TUERFF
Phone: 219-980-1147

Customer:	TOWN OF HIGHLAND
Signature:	(signature above)
Name:	(print name above)
Date:	(date above)

THE LAMAR COMPANIES	This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.	
ACCOUNT EXECUTIVE: DEBBIE TUERFF	GENERAL MANAGER	DATE

STANDARD CONDITIONS

- Late Artwork:** The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
- Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
- Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
- Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
- Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
- Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
- Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
- Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.
- Installation Lead Time:** A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
- Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.

INITIALS



Page 3 of 4

Memorandum of Meeting
Monday, October 16, 2023

Northwest Indiana-Chicago
9900 Georgia St.
Crown Point, IN 46307
Phone: 219-980-1147
Fax: 219-980-1208



Date: 10/9/2023
New/Renewal: NEW
Account Executive: DEBBIE TUERFF
Phone: 219-980-1147

11. Bulletin Enhancements: Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.

12. Assignment: Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.

13. Digital Provisions: Lamar will strive to provide Advertisers with 100% of the time they contract. However, due to problems with power interruptions, emergency governmental warnings (e.g. Amber Alerts) or other unforeseen interruptions, Lamar is guaranteeing copy will be displayed an average of 92.5% of the time contracted. If a location should be lost during the period of display for any reason, a digital location of equal advertising value will be substituted or credit issued for the loss of service. For purposes of determining whether a credit is due, the average number of guaranteed impressions per day will be measured over the duration of the contract, e.g., during a four week contract, the available impressions during the entire four week term of the contract will be calculated and 92.5% of that number will be used as the basis to determine whether a credit is due the Advertiser. If Lamar has provided 92.5% or greater of available impressions, then no credit will be due.

14. Customer Supplied Content (iSpots) License and Indemnity Agreement

Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character, contents or subject matter of any copy displayed or produced pursuant to this contract.

14(a) - Customer Supplied Content - When Advertiser desires to purchase digital advertising from Lamar featuring images, photographs, graphics, text, data, or other such media ("Customer Supplied Content (CSC)") that will be provided by Advertiser, some of which may be owned and/or provided, directly or indirectly, by a third party (hereinafter "Third Party Customer Supplied Content or Third Party CSC"):

- (i) the Advertiser shall be solely responsible to ensure the appropriateness and inoffensive or otherwise innocuous nature of the CSC or Third Party CSC.
- (ii) Advertiser acknowledges that Advertiser is solely responsible for acquiring, licensing, and/or purchasing any Third Party CSC and/or has the authority to use and to license CSC and Third Party CSC.
- (iii) Advertiser warrants that the CSC and/or Third Party CSC will comply with all applicable local, state and federal laws and regulations.
- (iv) Advertiser shall be solely responsible for the truthfulness, accuracy, integrity, and lawfulness of the CSC and/or Third Party CSC.
- (v) Advertiser shall defend, cover, indemnify and hold Lamar harmless for all loss, expense or damages, of whatever nature, which may be incurred by Lamar as a result of any claims or actions in connection with Lamar's or Lamar's affiliates and subsidiaries for use of the CSC or Third Party CSC. Claims or Actions shall specifically include but not be limited to the CSC's or Third Party CSC's public appropriateness. The foregoing duty to defend, cover and indemnify shall include, without limitation, a duty to pay any attorneys' fees and other costs of defense incurred by Lamar and its affiliates or subsidiaries.
- (vi) Advertiser hereby grants to Lamar a paid up, non-exclusive, royalty-free license to use, reproduce, display, perform and modify the CSC and Third Party CSC, on its digital displays or to adapt the CSC and Third Party CSC for such use. The license granted herein includes the right to prepare works which may be considered derivative works of the CSC and/or Third Party CSC or any intellectual property contained therein. Additionally, Advertiser grants to Lamar such trademark license rights as may be necessary for Lamar to use the CSC and Third Party CSC on its digital displays.

INITIALS



Page 4 of 4

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

Dan began by saying at the last meeting of the Council, there was a motion to approve the Plan Commissions Resolution No.2023-01, approving the consolidation of the plan to

be consistent with the Master Plan or the official Plan Document of Accounts. There was no second, so it died for lack of a second. From the standpoint of the planning and consolidation issue, the consolidation is no longer going forward. He urged the Council to reconsider the consolidation of areas. The State Statute on Redevelopment Areas is somewhat clear. The purpose of the Plan Commission's oversight is to ensure that the Redevelopment plans are consistent with the official plan or Master Plan, also known as the Comprehensive Plan. The two (2) plans that exist and have been approved as designated by the Redevelopment Commission, were previously approved as consistent with the Town's official planning document to the Comprehensive Master Plan. The Redevelopment Commission has done nothing to the plans other than approve a declaratory resolution for the purpose of consolidating the two (2) redevelopment areas into one redevelopment area. That's it. The Plan Commission took action to say that the consolidation was in compliance. There were no changes to the acquisition list. There were no changes to the boundary. There were no changes to the land use. There were no other modifications, so if they're in compliance previously they would remain in compliance as one plan. Their resolution was forwarded to Town Council as the legislative body for the Town, which by statute says the Plan Commission acts as an Advisory Commission and their action must be approved by the legislative body of the Town. The consolidation must be consistent with the Town's comprehensive master plan. As in other communities that have consolidated allocation areas, we have to ask the impact on taxes? The impact with financing? The impact to the allocation areas? But pursuant to the statute, it's really about are the two (2) consolidated plans into one plan and still being consistent with the Town's comprehensive master plan. Maria could expound or verify that there are no plans to move money from one area to another area, at least not what I'm aware of. There are no projects to do that but what it does allow is for the allocation area to effectively use to its maximum allocation funds for purpose of economic development. In addition, any use of allocation funds would have to be appropriated by the Town Council, so you still have control over what would happen with the dollars. If the Town Council approves the Plan Commission's Resolution, Dan would prepare a public notice for the Redevelopment Commission to hold a public hearing and to notify the eleven (11) other overlapping taxing districts that the two (2) redevelopment areas are being merged and that the allocation areas are being merged as well. The base value of the new allocation area is the allocation of the two (2) areas that are being merged. They're equal, the same base value. There's no change in the certification. The base values and the amount of capture AV would be the same. There's no additional impact to the overlapping taxing districts. Once it's published in the paper, the Redevelopment Commission will hold a public hearing to hear all remonstrances, either for or against and consider a confirmatory resolution. The confirming resolution basically is a resolution that says the Redevelopment Commission approves the amending of Comprehensive Master Plan to merge the two (2) allocation areas into one. It goes on to say, that the Plan Commission had a public hearing and a public notice was sent to the overlapping taxing units. The Redevelopment Commission held a public hearing and have approved the confirmatory resolution.

Councilor Schocke said he understands the consolidation but isn't sure of the benefit. You said all the money will be transferred into one fund. But if we don't have a project or anything slated for this, then I ask why are we doing this

Dan said that when and if a project does occur from an economic development standpoint, the Town is proactive and ready to meet the financial needs of the developer.

Councilor Schocke said can't we just do this when something comes along?

Dan replied, in economic development terms, when a company comes to a town or city, they will in many times need an answer quickly and if the town or city can't provide it, they'll go onto the next town or city.

Attorney Reed chimed in by saying we are putting the cart before the horse argument. He said that the allocation merger has taken roughly 4 to 6 months. Normally, a developer isn't going to wait around 4 to 6 months while a town gets its financing in order. It's better to be proactive than reactive.

Councilor Scheeringa said he was asking a ton of questions and I was asking a lot of Maria and I think that's why Maria came today with plans that have ideas for the Town. He asked Maria if she could explain some of the plans that were before the Council? He felt an explanation by Maria would ease a lot of people's minds. He went on to say that he wasn't present at the meetings conducted earlier in the year, so for this reason he didn't feel right seconding the motion.

Maria said, regarding the Comprehensive Master Plan. There were public meetings. There were sub-groups that came together to discuss parking, lighting and landscaping. Many topics were discussed. It's all in there. After the plans were written, they went before the Plan Commission for approval as they had the final say. It's within these guidelines that the final plans were written. The plans spelled out the things they thought would be beneficial to the Town. She spoke about the developer of a potential medical campus who was interested in Highland. They are looking for time frames on what funding will be available or guarantees can the Town make as they would like to start in the spring but if they have to wait for this process to repeat itself, say 4 to 6 months, they'll probably go someplace else. The process takes time and some developers are not going to wait. The developers do their homework in terms of what funds are available. The merger of the allocation areas is saying Highland is ready. She said we do have the possibility of developing the Kennedy Avenue corridor. The developer said he is still interested but it won't be until next year. We have a developer looking at the old Ultra site and now the possibility of a medical campus. developer coming. She said there has been no interest in anything of 45th Street.

Councilor Schocke said the first thing that struck me about the Comprehensive Master Plan in on the front cover is a picture of the Town Theater which no longer exists. He asked Maria if we actively seek developers locally or do we wait till they contact us? He reiterated that the comprehensive master plan is really out of date. But maybe, that's

where we should start. He continued to look through the master plan and mentioned the art district that never materialized. He said we've had one or two conversations with the gentleman who bought the theater property but haven't heard from him in several months. He even offered to use Tiff money to assist in the project. He said, he's still not seeing the urgency in merging the allocation areas. If there's a project, I'm good with it but there doesn't sound like there is so what's the urgency?

Maria said the merging of the allocation areas was a suggestion of the Council. She believed the suggestion to merge happened in May or June after Dan gave his Allocation Report to the Council as the question was asked if it would be beneficial if the plans were consolidated?

Dan replied that there is no urgency but merging of the allocation areas shows that you are being proactive rather than reactive. You could tell a potential developer that the process will take roughly four (4) to six (6) months, with special meetings or by being proactive, we can tell the developer that we have already consolidated the areas and this is the amount of funds available. If a large project came in, the Redevelopment Commission can say, well pledge tax increments towards this project. The financial institutions will see you have a large amount of money available and you have a long history of tax increment and this project is going to occur. At that point, the Redevelopment Commission would pledge tax increment towards project or pledge dollars towards a municipal project to support that project. The public project investment, whether it's water, telecommunications, utilities, intersection improvements, road improvements, landscaping, whatever it may be, you're already prepared for that and it reduces that timeframe. That's where I'm coming from, I'm trying to consult to be proactive. You have this ability to be proactive. Why not be proactive?

Councilor Schocke said I think proactive would include having up to date plans. As I look at the plan given to me by Maria, there is a handwritten note of the businesses that have closed since the plan was developed.

Dan said he totally agrees. He tells his clients to update their plans every three (3) to five (5) years. For example, Whiting updates their plan every three (3) years. They tell what businesses came to the city, what businesses have left. They advise which projects are valid and which projects are not valid. He said that annual tax increment distribution could be used for capital expenditures by the Town. For example, the LED lighting of Ridge Road and Kennedy Avenue by the Public Works Director. It can be used to purchase public safety equipment such as police cars, fire trucks or other non-recurring capital expenditures such as pathways, bike paths, sidewalks, municipal parking lots. Any type of public work, public safety, public health or economic development projects that either serve or are physically connected to the allocation area.

Councilor Schocke said he understand all that but would rather see a list of projects before consolidating allocation areas.

Councilor Black, using Attorney Reed's analogy, said by consolidating now, is like we're trying to build the cart and feed the horse so we can be ready to go once a project does occur.

Dan's recommendation to the Redevelopment Commission and Plan Commission is to put together a plan, which may take a month or two, maybe five (5) to ten (10) pages in length, what projects the Town is in need of. He gave the example of Whiting took their Redevelopment Tax Increase Funds and redid Whiting Park. This enabled the Park Department to spend funds on other projects.

Councilor Scheeringa asked whether Main Square was in an allocation area and could funds be used to install a fence, as he feels it needs some tender loving cars.

Dan said he has written the allocation wording very broad and felt that it would apply but would defer to a legal opinion from your Redevelopment Commission attorney. Maria said that the Governor just signed into law, HB1454, that allows Redevelopment Funds to be used for a second resource officer.

Councilor Schocke said he's all in favor of a second resource officer but it doesn't require a consolidation of allocation areas in order to fund. He then asked Dan about the Public Works Facility and why we haven't had any real interest from developers. If it truly a really valuable piece of property, how come we haven't been offered money for it so far?

Dan responded, my opinion is they want an empty piece of land. There is a high probability, if the Redevelopment Commission would pay for demolition and any clean-up mitigation necessary, developers would show a lot of interest.

Councilor Black asked if any of the Councilors had any other questions or comments and hearing none, he closed discussion and asked the Clerk Treasurer to put in on the agenda for the October 23, 2023 plenary meeting.

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.*

Councilor Schocke said he understands the funding and he realizes it is a matching grant involving no money and doesn't bind the Town but he questioned signing the Memorandum of Understanding since none of the nine (9) projects were in Highland. He said I would be more inclined to sign if at some future date, a project would be slated for Highland.

Mr. Underkofler responded that projects may be forthcoming in future years but there is no guarantee. This year, all the projects are slated for the Lake County Parks.

Councilor Schocke asked Mr. Underkofler what type of projects might Highland qualify for?

Rich said we could apply for projects that would update our reforestation plan. We could apply to update our tree inventory plan since it hasn't been updated since 2017. He added, our plan was performed by a different consultant so I'm not sure how that would work.

Councilor Black asked if this would be a one-time grant or a reoccurring grant?

Rich said it would a grant specific to a particular project. The project would equal the grant but again we could ask for it in the future. He went on to say, the tree (3) board not very excited about this endeavor. We only went along with it as it may prove helpful to Highland in the future. This particular grant runs for two to two and a half years. He said there was a time line in his power point presentation of last week. He then asked Councilor Zemen and Councilor Black if they received a copy of the email he sent.

Councilor Black said he did receive it but did not have a chance to read it as he thought a representative from the Delta Institute would participate in tonight's meeting as your initial comments were asking her to attend.

Councilor Schocke asked Rich why the Tree Board wasn't excited about this grant?

Rich said for one thing, I had to assemble all that information for the match. That's personally just me. The rest of them weren't excited about it because the projects were only being done on Lake County Park property rather than in Highland.

Councilor Schocke I get supporting your neighbors in the local community and all that stuff as I'm conceptually okay with that, as long as we're eventually guaranteed some type of project.

Rich reiterated that he can't guarantee that. He then read her email, Hi Richard, unfortunately, I won't be able to participate tonight. Keep me posted when you will know the results of the session. You are right, it is a non-cash. She reiterated that this grant is no expense for Highland.

Councilor Scheeringa says he takes his family to the Lake County Parks and they enjoy their time there so he has no problem helping out the Lake County Parks with this grant. He said he's not opposed to it as he loves the parks and he loves our county parks, especially if it is no cost to Highland.

Councilor Schocke said he just took his family to Deep River for pictures. I'm not really opposed to it but I would just like at some point for something to come back to Highland. It seems like we're doing a lot of legwork for not getting anything out of it other than you know, helping our neighbors, which is, I guess, a reward in and of itself, but at the same time, it would be nice to have a tree or 2 here.

Councilor Zemen said he has taken over a hundred senior pictures at Oakridge Prairie.

Rich said a member of the Tree Board he will attend their meetings since he is retired. Fortunately, all the meeting will be virtual or Microsoft teams.

Councilor Black if there were any other questions or comments and hearing none, he asked the Clerk-Treasurer to place the item on the October 23rd plenary meeting.

- x. **Discussion:** *Works Board Order 2023-24 – CCMG Change Order #1 – decrease \$38,216.45.*

The Clerk-Treasurer explained that the Town had received a letter from Derek Snyder of Nies Engineering, who is the project engineer for the Town of Highland and the contractor, Milestone Contractors issued a change order in a reduction of \$38,216.45 for the project.

Memorandum of Meeting
Monday, October 16, 2023

Contract Number Des. No. 2300396
Change Order Number 1

CHANGE ORDER

Owner: Town of Highland, Indiana
Project: 2023 CCMG Street Improvement Project – Des. No. 2300396
Owner's Name: Town of Highland, Indiana
Owner's Address: 3333 Ridge Road, Highland, IN 46322
Contractor: Milestone Contractors North, Inc.
Contractor's Address: 1700 E. Main Street, Griffith, IN 46319

DESCRIPTION OF CHANGE:

1. Adjust quantities of original contract items based on actual quantities installed, as tabulated on attached Tables 1 and 2. A decrease to the contract price in the amount of \$38,216.45.

REASON FOR CHANGE:

1. Adjustment of contract item quantities is based on field measurements of work actually installed.

Memorandum of Meeting
Monday, October 16, 2023

Contract Number Des. No. 2300396
Change Order Number 1

ORIGINAL CONTRACT PRICE	\$	<u>433,587.75</u>
CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDER(S)	\$	<u>433,587.75</u>
NET DECREASE IN CONTRACT PRICE THIS CHANGE ORDER	\$	<u>(38,216.45)</u>
TOTAL ADJUSTED CONTRACT PRICE INCLUDING THIS CHANGE ORDER	\$	<u>395,371.30</u>

This change order extends the time to complete the work by 0 calendar days. The time for completion remains unchanged at 70 consecutive calendar days.

This change order prepared by: NIES Engineering, Inc.

Derek R. Snyder IN 11100654 10/12/2023
Derek R. Snyder, P.E. (P.E. Number) Date

The undersigned agree to the terms of the change order.

Milestone Contractors North, Inc.
(Name of Contractor)

[Signature]
(Contractor's Authorized Representative)

10-12-2023
Date

(Owner's Authorized Representative)

Date

X:\Projects\HIGHLAND\TOWNGEN\23-536\Change Order\01\2023_CCMG_CO_1.Doc

Memorandum of Meeting
Monday, October 16, 2023

Table 1
Town of Highland Board of Works
2023 CCMG Street Improvement Project
Des. No. 2300396

Change Order #1 - Change in Original Contract Quantities

Item	Description	Original Contract Amount				Actual Installed		Net Change	
		Quantity	Units	Unit Price	Amount	Quantity	Amount	Quantity	Amount
1	Mobilization/Demobilization	1	LS	\$ 21,850.00	\$ 21,850.00	1.00	\$ 21,850.00		\$ -
2	Maintenance of Traffic	1	LS	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00		\$ -
3	Curb and Gutter, Concrete, Remove	434	LF	\$ 23.00	\$ 9,982.00	448.10	\$ 10,306.30	14.10	\$ 324.30
4	Sidewalk or Driveway, Concrete, Remove	279	SY	\$ 23.00	\$ 6,417.00	278.50	\$ 6,405.50	(0.50)	\$ (11.50)
5	Asphalt Milling, 1.5 IN. Depth	16,990	SY	\$ 2.25	\$ 38,227.50	16,990.00	\$ 38,227.50		\$ -
6	Asphalt Pavement Removal, Full Depth	558	SY	\$ 9.50	\$ 5,301.00	575.60	\$ 5,468.20	17.60	\$ 167.20
7	Excavation, Unclassified	215	CYS	\$ 40.00	\$ 8,600.00	223.90	\$ 8,956.00	8.90	\$ 356.00
8	Coarse Aggregate, No. 2 Limestone	92	CYS	\$ 75.00	\$ 6,900.00	96.10	\$ 7,207.50	4.10	\$ 307.50
9	Tri-Axial Geogrid for Stabilization of Undercut Areas	558	SY	\$ 6.00	\$ 3,348.00	575.60	\$ 3,453.60	17.60	\$ 105.60
10	Compacted Aggregate Base, No. 53 Limestone	286	TON	\$ 40.00	\$ 11,440.00	253.20	\$ 10,128.00	(32.80)	\$ (1,312.00)
11	HMA Intermediate, 19.0 mm, 2.5-Inch Course	98	TON	\$ 115.00	\$ 11,270.00	110.66	\$ 12,725.90	12.66	\$ 1,455.90
12	HMA Wedge and Level, 9.5 mm	220	TON	\$ 120.00	\$ 26,400.00	7.00	\$ 840.00	(213.00)	\$ (25,560.00)
13	HMA Surface, 9.5 mm, 1.5-Inch Course	1,668	TON	\$ 115.00	\$ 191,820.00	1,596.94	\$ 183,648.10	(71.06)	\$ (8,171.90)
14	Asphalt for Tack Coat	1,756	GAL	\$ 6.00	\$ 10,536.00	1,562.00	\$ 9,372.00	(194.00)	\$ (1,164.00)
15	Curb and Gutter, Concrete	434	LF	\$ 57.00	\$ 24,738.00	448.10	\$ 25,541.70	14.10	\$ 803.70
16	Sidewalk, Concrete, 4 In.	119	SY	\$ 85.00	\$ 10,115.00	124.80	\$ 10,608.00	5.80	\$ 493.00
17	Curb Ramp, Concrete	77	SY	\$ 175.00	\$ 13,475.00	73.80	\$ 12,915.00	(3.20)	\$ (560.00)
18	4" Topsoil and Mulched Seeding	119	SY	\$ 28.00	\$ 3,332.00	119.00	\$ 3,332.00		\$ -
19	Casting, Existing, Adjust to Grade	2	EA	\$ 850.00	\$ 1,700.00	0.00	\$ -	(2.00)	\$ (1,700.00)
20	Casting, New, Furnish and Adjust to Grade	9	EA	\$ 1,250.00	\$ 11,250.00	6.00	\$ 7,500.00	(3.00)	\$ (3,750.00)
21	Transverse Marking, Thermoplastic, Crosswalk, White, 6 IN.	465	LF	\$ 1.85	\$ 860.25	460.00	\$ 851.00	(5.00)	\$ (9.25)
22	Transverse Marking, Thermoplastic, Stop Bar, White, 24 IN.	114	LF	\$ 9.00	\$ 1,026.00	115.00	\$ 1,035.00	1.00	\$ 9.00
				Original Contract Amount	\$ 433,587.75	Net Change in Original Contract Items	\$ (8,216.45)		

**TOWN of HIGHLAND
Board of Works
Order of the Works Board No. 2023-34**

AN ORDER AUTHORIZING AND APPROVING THE FIRST CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH MILESTONE CONTRACTORS NORTH, INC. FOR THE 2023 CCMG STREET IMPROVEMENT PROJECT, DES #2300396, ALL PURSUANT TO I.C. 36-1-12-18

Whereas, the Town of Highland, through its Town Council, which is the Works Board of the Municipality pursuant to I.C. 36-1-2-24(3), has heretofore authorized and approved a public works project for certain street resurfacing and other improvements in the public right-of-way to be funded, in part, by the State of Indiana and the Community Crossings Matching Grant program, with the project commonly known as the 2023 CCMG Street Improvement Project; and

Whereas, The Town Council has heretofore awarded a contract to Milestone Contractors North, Inc. for the Project on July 10, 2023 in the amount of Four Hundred Thirty-three Thousand Five Hundred Eighty-seven Dollars and 75 Cents (\$433,587.75); and

Whereas, during the course of construction of the Project, it has become necessary to adjust the original estimated quantities of materials to actual quantities used on the project; and

Whereas, NIES Engineering, Inc., a licensed engineer performing construction engineering services on this project has specifically identified and presented a description of such changes as the first addendum to the original construction contract with Milestone Contractors North, Inc., particularly in support of costs associated with several bid items, which has a net effect of decreasing the contract cost by the amount of Thirty-eight Thousand Two Hundred Sixteen Dollars and 45 Cents (\$38,216.45); and

Whereas, the Town of Highland through its Town Council, which is also the Board of Works, now desires to accept and issue the order for change as described; and

Now Therefore Be it hereby Ordered by the Town Council of the Town of Highland, Lake County, Indiana;

Section 1. That Change Order No. 1 for the 2023 CCMG Street Improvement Project, as prepared by NIES Engineering, Inc., a licensed professional engineer performing construction engineering services on the Project, is hereby approved and authorized in each and every respect; and

Section 2. That this first addendum is hereby ordered to be known as Change Order No. 1, issued to decrease the net cost to the original agreement between the Town of Highland and Milestone Contractors North, Inc., in the amount of Thirty-eight Thousand Two Hundred Sixteen Dollars and 45 Cents (\$38,216.45), bringing the total value of the entire agreement with any and all change orders approved to date to Three Hundred Ninety-five Thousand Three Hundred Seventy-one Dollars and 30 Cents (\$395,371.30); and

Section 3. That the proper officers are hereby authorized to execute the necessary documents with their signatures.

Be it So Ordered

Duly Passed and Ordered by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 23rd day of October, 2023 having passed by a vote of ___ in favor and ___ opposed.

Town Council of the Town of
Highland, Indiana

Tom Black, President

Attest:

Mark Herak, Clerk Treasurer

- 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.

Councilor Black asked if there were any additional agenda items. Hearing none, he adjourned the meeting at 7:15 p.m.