

**Enrolled Memorandum of the Meeting  
Study Session/Meeting (Convened Electronically/Hybrid)  
Twenty-Ninth Town Council of Highland  
Monday, November 20, 2023**

The Twenty-Ninth Town Council of the Town of Highland, Lake County, Indiana met in a study session on **Monday, November 20, 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 an in person meeting and lived streamed to the Town of Highland Facebook. Facebook permits the public to observe and record but no interaction between and among the Town Council and the public. People were able to participate in person. All councilors were 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.

**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 1<sup>st</sup>. *(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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup>. *(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 the Sense of the Council Resolution Denouncing all Demonstrations of Hate.**

The Clerk-Treasurer asked the Council to review the resolution and make whatever changes they would like as the Council President would like for it to be on the November 27<sup>th</sup> plenary agenda.

Councilor Schocke asked Councilor Smith if she had a chance to review it and if it was satisfactory to her or if she had any thoughts. He wanted to make sure that the resolution didn't fall short of its intended mark and if she wanted things added or deleted to let the Clerk-Treasurer know.

Councilor Smith said she would review and get back to the Clerk-Treasurer

HIGHLAND TOWN COUNCIL  
Sense of the Town Council Resolution  
Resolution No 2023-39

A RESOLUTION ARTICULATING THE "SENSE OF THE TOWN COUNCIL"  
REGARDING THE HATE SPEECH AIMED AT COUNCILWOMAN TOYA SMITH

**WHEREAS**, The *Declaration of Independence* establishes bedrock principles of our democracy, and among them that "*All Individuals Are Created Equal, Endowed by Their Creator with the Unalienable Rights, of Life, Liberty and the Pursuit of Happiness*"; and

**WHEREAS**, Our nation's foundational principles have guided us to value, respect, protect, and nourish our diversity of thought, ideas, and people;

**WHEREAS**, The very strength and resilience of our country is attributable to ours being a nation where men and women of different races, faiths, sexual orientations, and political beliefs are indivisibly united as one in the greatest country ever known to this world, the *United States of America*; and

**WHEREAS**, The Town Council and the Clerk-Treasurer believe the hate speech aimed at Councilwoman Toya Smith is a behavior that is anti-ethical to this body and to the residents and visitors of the Town of Highland;

**WHEREAS**, The Town Council and the Clerk-Treasurer believe that no matter what race, gender, religion, creed, color, sexual orientation, disability status, economic status, or national origin, all people deserve respect and human dignity; and

**WHEREAS**, The Town Council and Clerk-Treasurer believe all persons and visitors within our community deserve a safe place to exchange ideas and voice concerns to make our community a better place to live, work, and raise our families; and .

**WHEREAS**, The Town Council and Clerk-Treasurer believe **that** the First Amendment of the United States Constitution provides that no law shall abridge the freedom of speech, or the right of the people to peaceably assemble. At the same the Town Council and Clerk-Treasurer believe hate speech and bigotry have no place in our community, and will not be tolerated; and

**WHEREAS**, The Town Council and the Clerk-Treasurer of the Town of Highland along with all of our good community denounce all demonstrations of hate or violence by any individual or group against another group or individual based on racial , ethnic, or religious grounds; and

**WHEREAS** The Town of Highland by and through its elected officers will not stand for racism, bigotry, misogyny, hatred, or discrimination of any kind, wishes to offer a distinct, public expression on the public import of this matter; and

**NOW, THEREFORE BE IT RESOLVED** by the Town Council of the Town of Highland, Lake County, Indiana that it is the sense of the Town Council and the Clerk-Treasurer of the Town of Highland is as follows:

**Section 1.** That the Town Council and Clerk-Treasurer are resolute in their support for the free-speech rights of Americans, strongly asserts that we must avoid ignoring or appearing to tacitly condone the espousing of hate speech or violence, threatened or committed, by any groups seeking to commit acts of domestic terrorism against racial, ethnic, and religious minorities or other classes of protected individuals ; and

**Section 2.** That it is the further sense of the Town Council and the Clerk-Treasurer to strongly denounce the racially based attack that occurred during the plenary meeting of the Town Council on November 13, 2023;

**Section 3.** That it is the responsibility of the Town Council and the Clerk-Treasurer to condemn the acts, words and deeds of those whose works are undertaken to spread hate and disunity while deeply wounding the foundational values that animate our Town, State and Nation;

**Section 4.** That it is pathetic that we must address the horrible scourge of racism in 2023, however, we must confront it head-on in order to rid it from our community. We stand unified in our resolve to stamp out hatred and foster a community of cooperation and love for our neighbors.

**Section 5.** That the Clerk-Treasurer is hereby further instructed to transmit and forward this resolution to the President of United States of America, Indiana's United States Senators and the Representative in the United States House of Representatives from Indiana's First Congressional District, the Governor of Indiana, the Indiana State Senator from District One, the Indiana State Representative from District Twelve and such persons as may be deemed to have an interest in this matter and to encourage those persons to evidence their strong desire to see the objects and purposes of this "*Sense of the Council Resolution*" achieved.

**DULY RESOLVED and ADOPTED** this 27th Day of November 2023 by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of in favor and opposed.

**TOWN COUNCIL of the TOWN of**

**HIGHLAND, INDIANA**

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

Attest:

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

**x. Discussion:**            *Review the Highland/Griffith Ambulance contract with Superior.*

Prior to the start of the meeting, Kathy Camp-Burke of Highland passed out a handout regarding complaints filed with the BBB against Superior on excessive rates they charged customers. (see at the end of the services agreement)

The Clerk-Treasurer began by introducing Gary Miller, Executive Director of Indiana EMS Association who was present to answer any questions regarding the Service Agreement and advising the Council that Superior had requested a contract be put into place and the Town of Highland didn't have a whole lot of options. Currently, Highland does not operate their own ambulance service and the other ambulance company in the area cannot handle Highland's call volume.

Councilor Scheeringa named the other ambulance company as Elite out of Hammond. He said Elite's business model was non-911 and more transport. He said there use to be several ambulance companies in the area but not currently. Superior is the only viable ambulance company in the area. The Town can either sign up with Superior or start their own. Highland is not in a position to start their own ambulance service so it's important we try to get the best deal for our residents.

Councilor Black said they transport people from hospital to hospital. He asked the Clerk-Treasurer is the Town of Griffith was helping to defray the costs of the Opticom system?

The Clerk-Treasurer advised Councilor Black, that Highland would be paying the cost of the Opticom system for the three (3) ambulances assigned to Highland and in exchange, Griffith would house one of the ambulances in their fire station free of charge. Previously, Griffith had charged Superior to house one of their ambulances in their fire station. He said there will be three (3) ambulances staged in Highland and Griffith at all times. He also asked Attorney Reed to review the contract before the Council takes any

formal action. He then went into some of the changes that had been incorporated but were not in the draft that the Council had before them. Item 18, changed the governing law and venue from the State of Indiana to Lake County, Indiana. Highland's 4<sup>th</sup> of July festival and BBQ fest were added as Stand-By Events. The ambulances will not be decaled with neither Highland's or Griffith's logo.

Councilor Schocke agreed not with not decaling the ambulances with the Town of Highland or Griffith logos or their fire departments because he didn't want the Towns or Fire Departments to assume any liability. He didn't think it would be an issue as there is an indemnity clause in the contract and Highland would definitely exercise should the Town get sued. He was also concerned if we decaled the ambulances with Town's logo it might confuse the public should there be a complaint. If there is a complain and he was sure there would be, we can say it's Superior's Ambulance and not Highland's.

Councilor Scheeringa asked about the cancellation provision and he was advised, as he suggested, the clause was changed from ninety (90) days to one hundred and eighty (180 days).

Councilor Black asked if the usual and customary charges were published in the agreement. He wanted to make sure that anybody in Town could access the agreement and to see how much they should be charged. He was advised yes.

Gary Miller commented on the lift assist, which was a major complaint of many residents. The original fee was \$900 and Superior reduced it to \$300 but put in a graduated scale. The more often the service is required, the price goes from \$300 to \$600 to \$900. He also pointed out on the usual and customary charges, if a person is on Medicare, regardless of what the contract states, the person is only billed what Medicare pays. In the case of Medicaid, the resident pays nothing.

Councilor Scheeringa said one of the biggest problems is with the person's insurance who says Superior is out of their network. He asked Gary Miller what the fix or correction could be?

Gary Miller said it is actually a state issue. He relayed that his niece had a very serious issue that required the need of an ambulance. He said his niece had a huge ambulance bill but the insurance carrier, Anthem only paid \$212 which is less that Medicare pays. He said rarely will you see any ambulance services in network. Its really no benefit to them. He added that the state legislature has a No Surprise Bill Act before them requiring insurance companies to pay a set rate. If it passes, it will prevent the shifting of costs away from the insurance companies and onto the residents.

Councilor Scheeringa offered to go to Indianapolis and testify before the legislature when the bill is being heard.

Gary Miller said we have made some progress over the last year. For example, one of the items is Medicaid, as ambulance companies haven't been given an increase in forty (40) years. This past July, a bill was passed requiring Medicaid to pay the same as Medicare, which isn't great but it is not nearly as bad as it had been.

Councilor Scheeringa asked about the number of ambulances committed to Highland and Griffith and the rotation of ambulances if one is in service and another call comes in for that Town. He was advised that the third ambulance would rotate to cover that Town should another call come in. He added that the cost of a private ambulance is always going to be higher than an ambulance operating under a municipality.

The Clerk-Treasurer pointed out, like Schererville, their ambulance is subsidized by tax dollars. He pointed out that Highland no longer has an ambulance review board. They haven't had one for several years. He said Griffith has an ambulance review board and Highland is more than welcome to participate.

Councilor Scheeringa asked about the response time and he was advised it was seven (7) minutes. He asked when does the time start and he was told, once the 911 center dispatches the call because Superior has no control over that until they arrive on the scene. He felt that was pretty high for a standard as he can get from one end of Town to the other in seven (7) minutes or less and that's with no sirens. He would like the times closer to five (5) minutes.

Gary Miller said the seven (7) minutes would be an average only when you have to dispatch a second or third ambulance, as the initial ambulance is on a call and the third ambulance has to be dispatched. He said the response time is dictated on where the ambulance is coming from and where it is going. He said since Highland and Griffith have three (3) dedicated ambulance, he didn't see the average response times approaching seven (7) minutes. He said the industry is really trying to get rid of response times because people tend to focus on that number and you have ambulances knowing they are being judged on response times and you can have an ambulance driver driving excessively fast.

Councilor Schocke asked about the number of ambulance calls for Highland and Griffith.

Gary Miller thought Highland was around 1,600 per year and Griffith roughly 15% less.

Councilor Schocke asked what if all three (3) ambulances were tied up?

Gary Miller said the various mutual aid agreements would go into effect and another ambulance would be sent. He said if the Schererville ambulance is available that ambulance would be dispatched or maybe the Town of Munster would dispatch theirs.

Councilor Zemen asked what happens with an ambulance is caught by a train?

Gary Miller said the ambulance would call the Superior dispatch center to let them know they are caught by a train and to dispatch another ambulance. The ambulance from Griffith or Munster may be dispatched and the ambulance caught by the train, will cover the area that the ambulance was dispatched from.

**AMBULANCE SERVICES AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the Towns 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, the Towns desires to and the Contractor wishes to provide on an independent contractor basis Emergency Medical Services within the 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 the Contractor's employees placed within the 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.** The Contractor hereby agrees to provide ambulance service to the Towns during the term of this Agreement. The 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 the Towns. The Parties hereby agree that the 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 30, 2026 at 11:59 p.m. ("Initial Term") unless cancelled earlier through 180 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 the Towns under the following terms:

- a. Three (3) ALS ambulances shall be available to receive and respond to calls for ambulance service within the Towns corporate limits; the Contractor shall respond to locations outside this area when so requested pursuant to any mutual aid agreement set forth by order of the Towns' Councils or their designee.
- b. The Contractor agrees to honor any current and future mutual aid agreements to which the Towns is or becomes a party. It is the intention of the Contractor to house one (1) ambulance within each Town with the third ambulance being placed at a location chosen by the Contractor. The Contractor may assign or reassign any ambulances dedicated to the Towns as long as they maintain three (3) ambulances dedicated to this agreement.
- c. The 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. The Contractor shall have the ability to respond to all emergency service calls originating within the Towns at no more than an Average monthly Response time of seven (7) minutes from Superior's receipt 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 the 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 the Towns within three (3) business days with a narrative as to the reason for the delay.

- e. The Contractor shall continuously maintain the ambulances within the 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. The Town of Griffith shall provide at no cost to Contractor housing for a fully staffed ambulance at a location mutually agreed upon by the Town of Griffith and Contractor. The Town of Highland shall provide intersection control devices as stipulated in 7 (e) below.
- g. The 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 inform the Towns of any rate changes prior to implementation. 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 the Contractor and inquiries will be directed to the 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 the Towns.

5. **PERSONNEL.** The Contractor shall provide sufficient personnel to adequately staff three (3) ALS ambulances at all times. A fully staffed ambulance shall mean sufficient personnel in both number and training as stipulated by the State of Indiana EMS Division of the Department of Homeland Security to properly staff an Ambulance at the Advanced Life Support Level.

- 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 the Towns for the education and training of the personnel nor shall the 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 the Contractor. Nothing in this subsection shall be construed in any manner to change the independent contractor status of such employees. The Towns shall immediately report to the 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 the Contractor; personnel shall report to Contractor for all employment and disciplinary related matters.

- a. The Contractor has established an employee drug testing program for its employees. The 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. The 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 the Contractor's abilities and in accordance with federal and state law, Contractor shall participate in training and disaster exercises, upon the request of the Towns 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.** The 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. The Towns will supply emergency response vehicle intersection control interception devices in each of its primary contracted vehicles at no cost to the Contractor. These devices must be compatible with the system installed on the Towns' traffic devices. Contractor will be responsible for installation and maintenance of these devices. These devices will remain the property of the Towns and will be returned to the Towns 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 to the Griffith EMS Board of Control monthly. Contractor shall provide a representative to attend the monthly EMS Board meetings to relay requested information and discuss evaluation of services. The 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 venture 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.

The Contractor, including its employees, shall not be considered, entitled or eligible to participate in any benefits or privileges given or extended by the 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, the 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.

The Contractor and the Towns agree that the 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.

The Contractor shall retain the exclusive right to hire, discipline, compensate and terminate its employees pursuant to the 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 the 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 the 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.

Notwithstanding the foregoing, nothing contained within this Agreement is intended to be a waiver or estoppel of the Contractor, the 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 the 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 the 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 the 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 the 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 Centers for Medicare and Medicaid Services (CMS) or other entities.

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 as they now exist or are hereinafter amended or revised. The 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, 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. If 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.

21. **NON-SOLICITATION AGREEMENT.** The Towns agrees 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 the Towns to perform like services for the Towns for the duration of this Agreement, unless mutually agreed by the Contractor and the 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

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

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **REPRESENTATIONS AND WARRANTIES.** Each Party represents or 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.

32. **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 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: Tom Black \_\_\_\_\_

Its: Town Council President \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT "A"**

**CHARGES AND STAND-BY EVENTS**

Contractor agrees to provide at no cost to the Towns "Standby" Coverage for the following events:

Structure Fires

Griffith's Blues Fest

Griffith's Rock & Rails Fest

Highland's Fourth of July Parade

Home Varsity Football Games

Coverage will be provided by the on-duty ALS Ambulance when possible. This may be substituted by a BLS Ambulance or an Emergency Response Vehicle (ERV) when call demand dictates or when an additional dedicated ambulance is supplied. If these

vehicles are dispatched to respond to any calls the Contractor will attempt to back-fill the coverage.

### NO TRANSPORT CHARGES – DRY RUNS

LEVEL 1- Lift Assists and Refusals - This is defined as ambulance responses where a patient has fallen, and an assessment is performed but the patient is not transported. With Auto accidents if the patient is seen by the crew but refuses transport this charge applies. If the Police notifies the ambulance to disregard, or if no patient contact is made there is no charge.

LEVEL 2- Assessment with No Transport – This is defined as an ambulance response where a full assessment is performed, and the patient is not transported. An example is when a death is suspected but needs to be confirmed.

LEVEL 3- Treatment in Place- This is defined as an ambulance response where assessment and treatment is performed but does not result in a transport. An example of this is when a patient suffers a diabetic emergency, and the ambulance crew treats the patient and monitors the patient until the diabetic emergency has passed.

### USUAL AND CUSTOMARY CHARGES

As addressed in Section 13, the current Usual and Customary Charges are as follows:

Level of Service	HCPC	Rate
BLS ER	A0429	\$ 1,900
ALS ER	A0427	\$ 2,500
ALS ER- (Critical)	A0433	\$ 3,350
MILEAGE	A0425	\$ 39
<b>DRY RUNS</b>		
LEVEL ONE		\$ 300
LEVEL TWO		\$ 600
LEVEL THREE		\$ 900

Additional charges may apply for additional services or supplies.

Regardless of Charges, patients under Medicare (over 65) and Medicaid (indigent) only get charged at the Medicare or Medicaid Rates.

During the term of the contract and any extensions Contractor agrees not to increase rates more than once per calendar year and not to exceed 5% in any given calendar year.

The hand-out from Kathy Camp-Burke

Superior Air-Ground Ambulance Service Agreed to Pay \$287,000 fo... <https://oig.hhs.gov/fraud/enforcement/superior-air-ground-ambulance>.

 An official website of the United States government [Here's how you know](#)

U.S. Department of Health and Human Services

## Office of Inspector General

### **Superior Air-Ground Ambulance Service Agreed to Pay \$287,000 for Allegedly Violating the Civil Monetary Penalties Law by Submitting Claims for Services Covered by the SNF Consolidated Billing Payment**

On March 11, 2022, Superior Air-Ground Ambulance Service, Inc. (Superior), Elmhurst, Illinois, entered into a \$287,880.72 settlement agreement with OIG. The settlement agreement resolves allegations that Superior presented claims to Medicare Part B for ambulance transportation to and from skilled nursing facilities (SNFs) where such transportation was already covered by the SNF consolidated billing payment under Medicare Part A. OIG's Office of Audit Services and Office of Counsel to the Inspector General, represented by Senior Counsels Srishti Sheffner and Andrea Treese Berlin with the assistance of Paralegal Specialist Jennifer Hilton, collaborated to achieve this resolution.

#### **Action Details**

Date: March 11, 2022

Enforcement Types: CMP and Affirmative Exclusions

Surprise billing after 5-mile ambulance ride costs suburban family ne... <https://www.nbcchicago.com/consumer/surprise-billing-after-5-mile..>

## Surprise billing after 5-mile ambulance ride costs suburban family nearly \$9,000

*PJ Randhawa*

As medical debt affects millions of Americans every year, surprise bills from out-of-network services are oftentimes a primary contributor.

According to the Kaiser Family Foundation, approximately 41% of Americans are carrying medical debt, often incurred in instances of suddenly needing an ambulance.

For one Glenview family, a single out-of-network ambulance ride left them with a \$8,600 bill.

When Wayne Caplan's 17-year-old son Charles began having chest pains this summer, he took it seriously.

"The pains were not going away. So we decided to take him to the emergency room at Glenbrook Hospital," Caplan said.

After five hours of tests and x-rays, Caplan said hospital staff told the family that Charles had to go a nearby pediatric ICU for more testing.

"They told my wife and I that they needed to order an ambulance and have him transported to Lutheran General Hospital, which is about five miles away," Caplan said.

The family waited hours for a 10-minute ambulance ride to Lutheran General. After a few hours of testing, Charles was released with a clean bill of health.

Caplan said he was charged a \$1,000 co-pay for the visit, a month before being hit with a surprise bill from Superior Ambulance.

"We got a bill in August that totaled over \$8,600. We were in shock," Caplan said.

**NBC 5 Responds**

11/18/23 0:10 PM

Surprise billing after 5-mile ambulance ride costs suburban family ne... <https://www.nbcchicago.com/consumer/surprise-billing-after-5-mile..>



On his bill, Caplan saw Superior Ambulance charged \$60 dollars per mile, for five miles and a base rate of \$7,850. The company classified the ride as an emergency, which Caplan contests, saying he waited approximately three hours for the ambulance to arrive.

His insurance company only covered approximately 50% of the bill because Superior Ambulance is out-of-network for Caplan's insurance, something he said he didn't think to ask about.

"I think the hospital obviously should have some culpability in these things. They're the ones that call the ambulance, they should have probably at least checked to see if it was in an in-network, in my opinion, an in-network ambulance," Caplan said.

In a statement, a Glenbrook Hospital spokesperson said:

*"While we're unable to discuss the details of individual cases due to privacy laws, please know that our team is deeply committed to delivering compassionate, high-quality care to every person we serve. We prioritize the well-being and medical needs of our patients when making transportation decisions,"* the statement said.

Abe Scarr of the non-profit consumer protection group PIRG says that hospitals should do what they can to ensure patients have access to in-network services.

"Around 70% of ambulance interactions will result in a surprise billing here in Illinois, and the average out-of-pocket cost is over \$500," Scarr said.

Scarr said ambulance companies often have a blank check when it comes to what they can charge.

"A lot of these costs are not based in reality, they're based on the opportunity that exists in our fractured system for private actors to extract excessive profits," Scarr said.

Earlier this year, the [Better Business Bureau](#) issued a warning about Superior Ambulance, stating that they have received a pattern of complaints about excessive transport fees and threats of being sent to collections agencies. The company did not respond to the BBB.

In a statement to NBC 5 Responds, Superior Ambulance Vice President Mary Franco said:

"We perform over 400,000 patient transports annually. I am unaware of us being in poor standing

Memorandum of Meeting  
Monday, November 20, 2023

Surprise billing after 5-mile ambulance ride costs suburban family ne... <https://www.nbcchicago.com/consumer/surprise-billing-after-5-mile..>

with the BBB. In the event there is a billing complaint brought to our attention, it is researched and followed up on with the patient directly. Superior works with each family/patient in resolving billing issues," Franco said,

Often, that entails working collaboratively with family to appeal to the insurance company for appropriate reimbursement.

NBC 5 Responds found there are protections in place to prevent surprise bills such as Caplan's.

On a federal level, Congress passed the "No Surprises Act" in 2020, though ground ambulances aren't covered.

Scarr said that could change in the coming years, but right now, there's no incentive for ambulance companies, like Superior, to change how they do business.

"They don't have the incentive necessarily to be in-network, since they don't have a supply-and-demand problem," Scarr said. "This happens a lot in the health care industry, where there's a lack of transparency, because they can get away with it one way or the other. They're inflating the costs."

Illinois is one of a handful of states that does have protection for surprise ambulance billing, but the scope is limited.

"It only covers state-regulated plans, not employer or self-funded plans, which about 60% of folks are covered under those employer or self-funded plans," Scarr said.

Caplan said he was able to get his bill slightly reduced after negotiating with Superior Ambulance.

"They offered to reduce the bill by a little more than 30%, which was substantial. I'm sure that people get financially ruined by situations like this. It's terrible," Caplan said.

Experts advise patients to negotiate with the ambulance company individually to try to reduce the bill, while also advising to ask medical providers if services are in-network.

11/20/23 2:40 PM





Not BBB  
Accredited

Business Profile

## Superior Ambulance Service

Ambulance Services

Headquarters Multi Location Business

The Complaints and Reviews shown on this HQ profile may have been submitted against either the HQ itself or one of the corporate-owned locations found under "Find Locations".

### CURRENT ALERTS FOR THIS BUSINESS

#### Pattern of Complaint:

BBB files indicate that this business has a pattern of complaints concerning:

- Consumers allege high or excessive fees for transport
- Consumers allege being threatened with being sent to collections
- Consumers allege costs not being covered by insurance

On 2/27/2023, 3/15/2023 and 3/27/2023, BBB submitted a written request to the company

#### Alert:

In February 2023, BBB investigated Superior Ambulance's business practices. This investigation was prompted by large volume of complaints. Consumers allege that the business has high or excessive...

### Contact Information

395 W Lake St  
Elmhurst, IL 60126-1508

[Visit Website](#)

[\(630\) 832-2012](tel:(630)832-2012)

### Customer Reviews

### BBB Rating & Accreditation

[Read Reviews](#) [Start a Review](#)

**Customer Complaints**

103 complaints closed in last 3 years  
62 complaints closed in last 12 months

[Read Complaints](#)

[File a Complaint](#)

**Related Categories**

[Ambulance Services](#) [Paramedic](#)

THIS BUSINESS IS NOT BBB ACCREDITED

[Search for Accredited Businesses in this category](#)

Years in Business: 64

Customer Reviews are not used in the calculation of BBB Rating

[Reasons for BBB Rating](#)

**Business Details**

This is a multi-location business.

**Headquarters**

395 W Lake St, Elmhurst, IL 60126-1508

**BBB File Opened:** 1/31/1992

**Years in Business:** 64

**Business Started:** 1/31/1959

**Business Incorporated:** 5/25/1965

**Type of Entity:** Corporation

**Alternate Business Name**

Superior Ambulance  
Superior Mobile Healthcare  
Superior EMS

**Related Businesses**

[Illinois Medi Car, Inc.](#)  
[Norcomm Public Safety Communications, Inc.](#)  
[Paramedic Billing Services, Inc.](#)

Memorandum of Meeting  
Monday, November 20, 2023

SUPERIOR AMBULANCE SERVICE | Better Business Bureau | Home

<https://www.bbb.org/us/nc/charlotte/superior-ambulance-service/reviews>

[Metro Paramedics Services, Inc.](#)

[Superior Industrial Fire Services, Inc.](#)  
**Business Management**

Mary Franco, Vice President

David B. Hill III, President

Ms. Kira Mendrick, Customer Care Supervisor

Ms. Kim Godden, Vice President of Legal

**Contact Information**

Principal

Ms. Kira Mendrick, Customer Care Supervisor

Customer Contact

Ms. Kira Mendrick, Customer Care Supervisor

**Additional Contact Information**

Fax Numbers

(630) 903-2845 Primary Fax

(680) 832-7304 Other Fax

Phone Numbers

(630) 903-2380 Other Phone

(630) 903-2309 Other Phone

[Customer Complaints](#)

103 Customer Complaints

**Most Recent Customer Complaint**

**Complaint Type:** Problems with Product/Service

**Status:** Resolved



11/08/2023

I am writing to file a formal complaint against Superior air ground ambulance. On March 3rd 2023 my 6 year old son woke up in the middle of the night screaming in pain and holding his side. Fearful that it may be his appendix I took him in my car to the nearest hospital located on Fort street in \*\*\*\*\* While in the hospital he receive...

[Customer Reviews](#)

54 Customer Reviews

**What do you think? Share your review.**

[How BBB Processes Complaints and Reviews](#)

[Start a Review](#)

### Most Recent Customer Review

Amy L



11/01/2023

First of all this company should be ashamed of themselves for putting people in financial burden. My husband was admitted at our local hospital on 2/25/2023, per doctor's request he needed to be transported to a hospital 101 miles away. Local hospital had arranged transportation via ambulance with local company. This company was unable to transport hi...

[Read More](#)

[Read 53 More Customer Reviews](#)

### Local BBB

BBB of Chicago & Northern Illinois

[More Info on Local BBB](#)

### BBB Reports On

BBB reports on known marketplace practices.

[See What BBB Reports On](#)

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When considering complaint information, please take into account the company's size and volume of transactions, and understand that the nature of complaints and a firm's responses to them are often more important than the number of complaints.

BBB Business Profiles generally cover a three-year reporting period. BBB Business Profiles are subject to change at any time. If you choose to do business with this business, please let the business know that you contacted BBB for a BBB Business Profile.

As a matter of policy, BBB does not endorse any product, service or business.

Superior Ambulance Service | Complaints | BBB Business Services | Complaints | Meeting | 11/20/2023



Not BBB  
Accredited

**Complaints**  
**Superior Ambulance Service**  
Ambulance Services

[View Business profile](#)

**⚠ CURRENT ALERTS FOR THIS BUSINESS**

**Pattern of Complaint:**

BBB files indicate that this business has a pattern of complaints concerning:

- Consumers allege high or excessive fees for transport..

**Need to file a complaint?**

BBB is here to help. We'll guide you through the process.

[File a Complaint](#)

[Complaint Details](#)

Note that complaint text that is displayed might not represent all complaints filed with BBB. See details.

**Complaint Type:**

Problems with Product/Service

**Status:**

Resolved



**Initial Complaint**

11/08/2023

I am writing to file a formal complaint against Superior air ground ambulance. On March 3rd 2023 my 6 year old son woke up in the middle of the night screaming in pain and holding his side. Fearful that it may be his appendix I took him in my car to the nearest hospital located on Fort street in \*\*\*\*\* While in the hospital he received pain medication and also had imaging done on his appendix. I was informed by the \*\* supervising doctor that the images were not clear. In order to obtain clearer images my son would have to be transported via ambulance to \*\*\*\* childrens hospital in \*\*\*\*\*. The hospital arranged the transport and I had no say in what company would be used and I had no time nor was I in a state of mind to check to see if said company accepted my Insurance. By the time my son and I where loaded into the ambulance the pain medication he received had taken affect and he was no longer screaming. The EMT offered my son her phone to watch a movie to ease his stress while we made the 40 mile drive from \*\*\*\*\* to \*\*\*\*\*. The ambulance proceeded to \*\*\*\*\* at regular speed while obeying all traffic lights and road laws. There was no lights and sirens or speeding. At no time was I informed by the team in the ambulance that they did not accept or work with \*\*\*\*\* Blue shield. My son was admitted to the hospital and we stayed overnight in the hospital. The Bill I received from Superior Air ground ambulance for this unrushed drive while my son watched a video was for \$9710.00. Needless to say I was shocked by this amount of money being requested for a 40 mile trip. After speaking with a representative from Superior I was informed that they do not work with \*\*\*\*\* blue shield and I would be responsible for the any balance my insurance didnt pay. I believe \$9710.00 is an obscene amount of money for a 40 mile trip. The amount of money I received from BCBS to settle this bill was less than \$900. Superior is now threatening me with collections.



**Business response**  
11/09/2023

We are responding to the complaint filed. We take all complaints seriously and investigate all facts involved. Upon receipt of this complaint, Superior Air-Ground Ambulance Service of \*\*\*\*\*, \*\*\*\* (Superior) reviewed the matter in question.

Superior has provided ambulance transportation to the patient. As a courtesy, Superior submitted the bill for the transportation services to \*\*\*\*\* Blue Shield of Michigan, the patients insurance provider. Superior is not in network with the insurance provider, and therefore not required to accept their payment as payment in full.

Please provide a copy of the Explanation of Benefits received from BCBSM for Superior to review. Once reviewed, Superior will be able to determine a discount to be offered on this claim.

If there are any questions, please contact our Customer \*\*\*\*\* department at \*\*\*\*\*.

Sincerely,  
\*\*\*\*\*  
Manager of Revenue Cycle  
Superior Air-Ground Ambulance Service, \*\*\*\*  
\*\*\*\*\*

**x. Discussion:** *Review 2024 Salary Ordinance*

Councilor Black said the 2024 Salary Ordinance would not be taken up at this time.

**ORDINANCE No. 1792  
of the  
TOWN of HIGHLAND, INDIANA**

**AN ORDINANCE to ESTABLISH THE WAGE and SALARY RATES of the ELECTED OFFICERS, the NON-ELECTED OFFICERS, and the EMPLOYEES of the TOWN of HIGHLAND, INDIANA.**

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

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

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

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

**WHEREAS**, Pursuant to IC 36-8-9-5, the town legislative body shall appropriate a sum sufficient to pay the salaries of the members of the town police department;

**WHEREAS**, Pursuant to IC 36-8-9-4(b), the town legislative body shall determine the compensation to be paid to members of the police department in amounts that are just and reasonable;

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

**WHEREAS**, The Town Council of the Town of Highland, as the town legislative body, now desires to fix the compensation of its elected officers, appointed officers and employees of the Town for the year ensuing and thereafter,

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

**Section 1.** (A) That except as otherwise expressly provided in this ordinance or the compensation and benefits ordinance, the base salary or wage outlined in this ordinance is hereby authorized for all regular full-time employees of the municipality

who occupy an authorized position of the municipality at the time of its passage and adoption, with any changes set forth herein to be effective from the date indicated in this ordinance or at the conclusion of an authorized medical disability leave;

(B) That department heads and the Clerk-Treasurer are hereby authorized to grant an increase in the amount of up to 5 %, at the department head's or the clerk-treasurer's discretion, for regular part-time, non-temporary employees and street crossing guards currently in service with the municipality in their position as of this enactment's passage, *provided* such increase remains within prescribed ranges or terms of this ordinance;

(C) That no other wage or salary increases not otherwise provided by statute or by ordinances of the Municipality may be distributed to any single employee or officer, unless specifically approved by the Town Council or proper board of jurisdiction;

**Section 2.** (A) That unless otherwise provided by this ordinance, all new employees will start at the identified starting wage or salary for their job position unless approved by the Town Council or authorized board of jurisdiction to do otherwise. Where no starting wage or salary is depicted, the Town Council or authorized board of jurisdiction shall fix such pay by proper enactment prior to the payment of wages or salary. Department heads shall notify the Clerk-Treasurer in writing of all individual raises and their effective dates;

(B) Further, department heads shall report all rates and wages as a rate per hour for all hourly wage earners and a bi-weekly rate for all salaried wage earners as set forth in this ordinance. Such other increases or change of biweekly or hourly pay executed pursuant to this ordinance shall not be made effective earlier than the month in which the change is reported and is properly filed;

(C) That still further, pursuant to IC 36-5-3-2(d), for the compensation of services performed for the town and are connected with the operation or a municipally owned utility or function, the salaries and wages fixed for the officers and employees in the Office of the Clerk-Treasurer and the Public Works Department (Agency) are hereby fixed in this ordinance but the governing bodies of the municipal utilities shall authorize the payment from utility resources the amounts that will support the payments authorized in this ordinance;

(D) *Incumbent defined.* Further, except as otherwise provided in the compensation and benefits ordinance regarding acting pay, the term "*Incumbent rate*" as used in this ordinance shall be construed to mean a rate or wage applied to a worker in the position for *more than one year*;

**Section 3.** That supervisors will receive no overtime pay except as provided in the most recently adopted compensation and benefits



ordinance, as amended. Supervisors and Department Heads are further advised as follows:

(A) Temporary employee is defined in compensation and benefits ordinance, commonly called the Employee Handbook, as amended. Returning temporary employee is defined as an employee who has once previously worked for the Town of Highland. Experienced temporary employee is defined as an employee who has previously worked for the Town of Highland more than once.

(B) For the purposes of this ordinance, references to department head or supervisor shall be construed to include the Clerk-Treasurer when acting in that capacity.

(C) *Master's Degree Pay*. Department heads and senior supervisory workers who earn a graduate degree from an accredited University or College in a discipline relevant to their administrative responsibilities, shall have an additional compensatory adjustment added to the base rate in the bi-weekly amount of **\$112.32**;

**Section 4.** *Approved workforce levels*. That the approved staffing levels for certain positions in the various offices and departments are hereby *approved* as indicated by a parenthetical number. However, the staffing levels set forth in this ordinance should not be construed in derogation of the approved positions for the Highland Metropolitan Police Department which remains governed by the authorized force strength provisions of Highland Municipal Code 9.10.010 (C) as may be amended or any other department for which its authorized staff strength is fixed by ordinance;

**Section 5.** *Compensation of Legal Counsel*. In addition to those provisions providing for a salary for the duly appointed attorney of the various boards or commissions of the municipality, the duly appointed attorney is authorized to bill for legal services performed outside the scope of the retained services salary for hours spent on lawful business of the municipality according to the rates and terms of a letter of acceptance placed on file with the municipal clerk;

**Section 6.** *Town Legislative Body, Boards and Commissions*. That subject to the provisions of this ordinance, the salary and wages for the elected officers, non-elected officers and employees of the Town of Highland are hereby fixed for its departments and offices as follows:

**(A) Office of the Town Council**

Town Council President(1) \$ 1,568.32 per month\*

Town Council Member (4) \$ 1,489.28 per month\*



Recording Secretary \$ 50 per month

**(D) Town Board of Metropolitan Police Commissioners**

Chairman (1) \$ 50 per month

Members (4) \$ 40 per month

Attorney \$ 200 per month

Recording Secretary \$ 50 per month

(Commissioners salaries are payable monthly. Pursuant to State law; Confer IC 36-8-9-3.1(g))

**(E) Board of Sanitary Commissioners**

The Town Council hereby incorporates by reference and approves the compensation for each individual commissioner of the Board of Sanitary Commissioners pursuant to the provisions of I.C. 36-9-25-3(e) which reads: "The appointed commissioners are entitled to a salary of not less than three thousand six hundred dollars (\$3,600) a year during actual construction and not less than six hundred dollars (\$600) a year in other years:

**(1) During Actual Construction:**

President	(1)	\$ 4,500.00 per year (\$375.00 mo.)
Commissioners	(4) each	\$ 3,600.00 per year (\$300.00 mo.)

**(2) During other years:**

President	(1)	\$ 750.00 per year (\$62.50 mo.)
Commissioners	(4) each	\$ 600.00 per year (\$50.00 mo.)

**(F) Water Works Board of Directors**

President (1) \$ 50 per month

Citizen Members (4) each \$ 40 per month

**(G) Park and Recreation Board**

President (1) \$50 per month

Citizen Members (3) each \$40 per month

Member appointed by School Board (1) See below

Member appointed by Library Board (1) See below

**Authority to Fix this compensation:** IC 36-10-3-9(a). The salary of any board members whose appointing authority is other than the **Town Legislative Body** will not be paid from the Municipal Treasury but may be paid from the treasury of the appointing authority, subject to law. However, any Board member whose appointing authority is other than the **Town Legislative Body** has all other rights of members appointed by the **Town Legislative Body** including the payment of actual expenses as provided in IC 36-10-3-9(b).

**(H) Redevelopment Commission**

Redevelopment Commissioners who do not otherwise hold a lucrative office for the purpose of Article 2, Section 5 of the Indiana Constitution shall receive the salary, which is hereby fixed as follows:

President	(1)	\$ 50 per month
Vice President	(1)	\$ 40 per month
Secretary	(1)	\$ 40 per month
Members	(2)	\$ 40 per month

All Redevelopment Commissioners are entitled to reimbursement for expenses necessarily incurred in the performance of their duties. (Pursuant to State law; Confer IC 36-7-14-7(f)(g));

**Section 7.** *Office of the Clerk-Treasurer.* That subject to the provisions of this ordinance, the salary and wages for the elected officers, non-elected officers and employees of the Town of Highland are hereby fixed for its Office of the Clerk-Treasurer as follows:

**(A) Elected Officer Clerk-Treasurer**

That the salary of the clerk-treasurer shall be paid biweekly and shall be hereby fixed as set forth below:

(1) That subject to subdivision (D), the compensation for a Clerk-Treasurer possessing a **baccalaureate** level degree in a related field granted from an accredited University or College is hereby fixed at **\$3,145.21** bi-weekly; **\$3,302.41**

(2) That, subject to subdivision (D), the compensation for a Clerk-Treasurer possessing an associate's level degree or less from an accredited University or College is hereby fixed at **\$3,050.85** bi-weekly; **\$3203.39**

**(B) Deputy Clerk-Treasurer**

(1) That, subject to subdivision (D), the base compensation for a deputy clerk-treasurer with an associate’s level degree or less granted from an accredited University or College is hereby fixed as follows:

Starting Rate	Incumbent Rate (after 1 year)
\$2,039.45	\$ 2,136.49 bi-weekly
\$2,141.42	\$2,243.32

(2) That, subject to subdivision (D), the compensation for a deputy clerk-treasurer possessing a **baccalaureate** level degree in a relevant field granted from an accredited University or College is hereby fixed as follows:

Starting Rate	Incumbent Rate
\$ 2,278.69	\$ 2,278.69 bi-weekly
\$2,392.63	\$2,392.63

**(C) Associate Employees and Staff**

Incumbent	Starting Rate	Rate
(1) Fiscal Analyst That the person selected for this position must possess at least a baccalaureate level degree in a relevant field granted from an accredited University or College. Subject to subdivision (D), the base compensation for a fiscal analyst is hereby fixed as a biweekly salary as follows:	( 1 ) \$ 2,278.69	\$ \$ 2,278.69
	\$2,392.63	
2,336.26 \$2,453.07 (2) Encumbering Officer	( 1 ) \$ 21.39	\$ 21.39 hr. \$22.46 \$22.46
(3) Associate Clerk, Payroll & Personnel	( 1 ) \$ 21.39	\$ 21.39 hr. \$ 22.46 \$ 22.46
hr. (4) Chancery / Bursar Clerk, Senior	( 1 ) \$ 20.59	\$ 20.59 \$ 21.62 \$ 21.62
hr. (5) Chancery / Bursar Clerk	( 2 ) \$ 20.25	\$ 20.25 \$ 21.26 \$ 21.26
(6) Lead Utility Clerk hr.	( 1 ) \$ 21.39	\$21.39 \$ 22.46 \$ 22.46
hr. (7) Utility Systems Clerk	( 2 ) <sup>xx</sup> \$ 20.25	\$20.25

			\$ 21.26
(8) Chamberlain Clerk (part-time) \$16.85	( X )	\$ 16.37	\$ 16.37-
		\$17.19	\$ 17.19
(9) Chancery & Bursar Aide (part-time)	( X )		\$ 9.73 - \$ 16.85 hr.
		\$10.22	\$ 17.69

xxIf a worker is assigned the **Lead Utility Clerk** position, the authorization for this position is reduced to one (1).

(10) For the purpose of training or special assistance, retired senior staff or separated staff may be paid as part-time workers at the hourly rate equivalent of the approved position held at separation including longevity and certification pay prior to retirement or separation.

(D) *Certifications:* That a full-time worker described in subsection (B) and (C), or the officer and employee described in subsection (A) possessing a relevant professional certification from a generally accepted professional association including **but not limited to** Indiana League of Municipal Clerks and Treasurers, International Institute of Municipal Clerks, Association of Public Treasurers, Government Finance Officers Association, Society of Management Accountants, the American Society of Public Accounts, the American Water Works Association, or the American Payroll Association as may be authorized or approved by the proper officer, the base rate shall have an additional compensatory adjustment according to the following schedule:

<i>adds</i>		<i>Salaried adds</i>	<i>Hourly</i>
Indiana Accredited Municipal Clerk	(IAMC)	\$40.00 bi-weekly	50¢ per hour
Certified Municipal Clerk	(CMC)	\$50.40 bi-weekly	63¢ per hour
Master Municipal Clerk	(MMC)	\$75.20 bi-weekly	94¢ per hour
<i>(MMC pay substitutes and replaces the CMC pay. Pursuant to IIMC rules, the MMC replaces the CMC and that latter designation is dropped)</i>			
Fundamental Payroll Certification	(FPC)	\$50.40 bi-weekly	63¢ per hour
Certified Payroll Professional	(CCP)	\$75.20 bi-weekly	94¢ per hour

(E) *Special assignment.* Pursuant to and not in derogation of the authority conferred in I.C. 36-5-6-7, the clerk-treasurer may designate up to two (2) positions described subsections (B) or (C) as senior staff, part of supervisory succession, eligible to receive the following amount to be added to base pay: Senior Staff assignment eighty cents per hour.

**(F) Additional provisions Training and Transition.**

For any position described in subsections (B) and (C), a duly selected or promoted successor employee may be paid at the new position’s pay rate even when the position is still occupied by a departing incumbent employee for the purposes of training by the incumbent employee. The foregoing training pay arrangement may not be for a period of longer than ninety (90) days.

**Section 8. Building and Inspection Department.** That subject to the provisions of this ordinance, the salary and wages for the non-elected officers and employees of the Town of Highland are hereby fixed for its **Building and Inspection Department** as follows:

<b>Incumbent</b>	<b>Starting</b>	
	<b>Rate</b>	<b>Rate</b>
(A) Chief Inspector/Building Commissioner ( 1 ) 3,062.53;	\$3,062.53	\$
	\$3,215.66	\$

3,215.66

**(B) Assistant Inspectors:**

- |  |     |   |
|--|-----|---|
| (1) Code Enforcement Officer                       | (1) | \$ 21.63 - \$28.58 hr.<br><span style="color: red;">\$22.71 - \$30.09</span>  |
| (2) Assistant Inspector for Electrical (part-time) |     | \$ 25.34 - \$33.43 hr.<br><span style="color: red;">\$ 26.61 - \$35.10</span> |

(3) Notwithstanding the provisions of Section § 2.05 of the Compensation and Benefits Ordinance, the hourly part-time employee(s) performing enforcement duties are regular part-time employees, however they may regularly work up to 78 hours in a pay period.

*(Fee based compensation)* Ken – please review

- |  |  |
|--|--|
| (4) Assistant Inspector for Plumbing (part-time) | <p><b>\$18.00</b> for each one-unit plumbing examination proctored as provided in § Section 15.20.020 (G)(1), and thus hereby amended.</p> |
|--|--|

**\$25.50** for each inspection performed as described in Section 15.20.020 (G)(2) of the Highland Municipal Code, and thus hereby amended.

**(C) Associate Employees and Staff**

		Starting Rate	Incumbent Rate
(1) Inspection Clerk	( 1 )	\$20.25 <b>\$21.26</b>	\$20.25 <b>\$21.26</b>
(2) Inspection Secretary	( 1 )	\$20.79 <b>\$21.83</b>	\$20.79 <b>\$21.83</b>

(D) Certifications: That a full-time worker described in Section 8 possessing a relevant professional certification from a generally accepted professional association including **but not limited to** International Code Council, as may be authorized or approved by the proper officer, the base rate shall have an additional compensatory adjustment according to the following schedule:

	<i>Salaried</i>	<i>adds</i>
<b>Ken – please review</b>		
<i>Hourly adds</i>		
Inspector Designations (B5,E5,M5 or P5) hour	\$50.40 bi-weekly	63¢ per hour
Code Specialists Designations (B8,E8, FA, M8,P8 or H8) Master Code Professional (MCP) hour	\$50.40 bi-weekly \$75.20 bi-weekly	63¢ per hour 94¢ per hour
Master of Special Inspection hour	(MSI) \$75.20 bi-weekly	94¢ per hour
Certified Building Official per hour	(CBO) \$101.60 bi-weekly	\$1.27

**Section 9.** *Public Works Department (Agency).* That subject to the provisions of this ordinance, the salary and hourly wages for the non-elected officers and employees of the Town of Highland are hereby fixed for its **Public Works Department** as follows:

**(A) Supervisory Employees**

		Starting Rate	
<b>Incumbent Rate</b>			
(1) <b>Public Works Director</b>	( 1 )		
With an employer provided vehicle: 3,680.83		\$ 3,680.83	\$
		<b>\$3,864.88</b>	
Without an employer provider vehicle:		\$ 3,866.61	\$ 3,866.61
		<b>\$ 4,059.94</b>	<b>\$</b>
<b>4,059.94</b>			
(2) <b>Assistant Public Works Director*</b>	( 1 )		
With an employer provided vehicle: 3,071.90		\$ 3,071.90	\$



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		\$ 3,225.50	\$
3,225.50	Without an employer provider vehicle:	\$ 3,256.65	\$ 3,256.65
		\$ 3,419.48	\$
3,419.48			
	<b>(3) Operations Director</b>	( 1 )	
	With an employer provided vehicle:	\$ 3,071.90	\$
3,071.90			
		\$ 3,225.50	\$
3,225.50	Without an employer provider vehicle:	\$ 3,256.65	\$ 3,256.65
		\$ 3,419.48	\$
3,419.48			
	<b>(4) Division Supervisors</b>		
	Supervisor Streets	( 1 )	\$ 2,596.06
2,596.06			\$
			\$ 2,725.86
2,725.86	Supervisor Water & Sewer	( 1 )	\$ 2,596.06
2,596.06			\$
			\$ 2,725.86
2,725.86	Supervisor Maintenance	( 1 )	\$ 2,596.06
			\$ 2,596.06
			\$ 2,725.86
2,725.86	Supervisor Facilities	( 1 )	\$ 2,596.06
2,596.06			\$
			\$ 2,725.86
2,725.86			
	<b>(B) Associate Staff and Employees</b>		
			<b>Starting</b>
	<b>Incumbent</b>		
	<b>Rate</b>	<b>Rate</b>	
	(1) Administrative Assistant	*( 1 )	\$ 25.48
	25.48		\$
			\$ 26.75
	(2) Public Works Secretary*	( 1 )	\$20.79
	\$20.79		
			\$21.83
	(3) Dispatch Clerk	( 1 )	\$18.80
			\$18.80
			\$19.74

*\*If position of assistant public works director is filled, the positions of administrative assistant and public works secretary must be vacant.*

*\* If position of administrative assistant is filled, the position of public works secretary must be vacant.*

25.48	(4) Senior Utility Technician	( 1 )	\$ 25.48	\$
			\$ 26.75	\$ 26.75
	(5) Utility Technician	( 2 )	\$ 24.45	\$ 24.45
			\$ 25.67	\$ 25.67

*This position subject to base modification as outlined in subdivision E*

\$25.48	(6) Utility Worker /Equipment Operator A ( 3 )	\$25.48
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\$26.75

\$24.93	(7) Utility Worker /Equipment Operator B ( 2 )	\$24.93
---------	--	---------

\$26.18

\$22.00	(8) Pump Station Operator	( 2 )	\$22.00
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\$23.10

*This position subject to base modification as outlined in subdivision D*

Rate			Starting Rate	Incumbent Rate
( 9 )	Street Sweeper Operator	( 1 )	\$ 22.55	\$ 22.55
			\$ 23.68	\$ 23.68
24.39	(10) Utility Worker/Driver A	( 4 )	\$ 24.39	\$
			\$ 25.61	\$ 25.61
21.79	(11) Utility Worker/Driver B	( 3 )	\$ 21.79	\$
			\$ 22.88	\$ 22.88
19.19	(12) Utility Worker/Driver C	( 2 )	\$ 19.19	\$
			\$ 20.15	\$ 20.15
	(13) Senior Mechanic	( 1 )	\$ 24.08	\$ 24.08
			\$ 25.28	\$ 25.28
	(14) Mechanic	( 1 )***	\$ 22.91	\$ 22.91
			\$ 24.06	\$ 24.06

(15) Mechanic	( 2 )	\$ 22.91	\$ 22.91-\$24.62
		\$ 24.06	\$24.06-26.17

\*\*\* Once a worker is assigned the **Senior Mechanic's** position, the authorization for this position is reduced to zero (0).

(16) Sign & Traffic Control Technician	( 1 )	\$ 21.14	\$ 21.14
		\$22.20	\$22.20

*This position subject to base modification as outlined in subdivision D.*

(17) Utility Worker A \$20.09	( 3 )	\$18.47	\$18.47-
		\$19.39	\$19.39-
		\$21.29	

(18) Utility Worker B hr.	( 3 )	\$15.87	\$15.87 per
		\$16.66	\$16.66

(19) Custodian hr.	( 1 )	\$17.11	\$17.11 per
		\$17.97	\$17.97

(20) Attendant Town Garage hr.	( 1 )	\$15.90	\$16.61 per
		\$16.70	\$17.44

(21) Secretary (part-time) hr.			\$ 10.03 - \$20.79 per
			\$ 10.53 - \$21.83

(22) Laborer (not truck driver)(part-time) hr.			\$ 10.03-\$ 12.97 per
			\$ 10.53 - \$13.62

(23) Laborer, Seasonal Leaf Collection			\$ 10.33 per hour
			\$ 10.85

(24) Master Gardener/Streetscaping (part-time) hr.			\$ 13.36 - \$ 15.60 per
			\$ 14.03 - \$16.38

(25) Driver C Seasonal (must have a CDL)			\$ 17.67 per hour
			\$ 18.55

(26) Temporary (Summer Help) \$13.71 per hr.			\$10.00 -
			\$10.50 - \$14.40

**(C) Additional provisions.**

For any position described in subsection (B) a duly selected or promoted successor employee may be paid at the new position's pay rate even when the position is still occupied by a departing incumbent employee for the purposes of training by the

incumbent employee. The foregoing training pay arrangement may not be for a period of longer than ninety (90) days.

(D) *Certifications.* A full-time worker described below possessing a relevant professional certification from a generally accepted professional association as may be authorized or approved by the proper officer, the base rate shall have an additional compensatory adjustment according to the following schedule:

- (1) The positions *Pump Station Operator, Utility Technician, Mechanic, Sign & traffic Control Technician* and *Driver C Seasonal* are eligible for the following certification pay:

Commercial Driver's License add to the hourly base pay: \$ 0.71  
\$ .075

- (2) The positions *Pump Station Operator* and *Utility Technician* are eligible for the following certification pay:

DSL Operators' License add to the hourly base pay: \$ 1.39  
\$ 1.46

CT Operator's License add to the hourly base pay: \$ 1.39  
\$ 1.46

- (3) The position *Pump Station Operator* is eligible for the following certification pay:

Backflow prevention license add to the hourly base pay: \$ 0.71  
\$ 0.75

- (4) The position of *Sign and traffic Control Technician* is eligible for the following certification pay:

MUTCD\* Certification add to the hourly base pay: \$ 1.39  
\$ 1.46

\*Satisfactory completion of training course on the Manual of Uniform Traffic Control Devices as provided by the American Public Works Association (APWA), Local Technical Assistance Program (LTAP), the American Traffic Safety Services Association (ATSSA) or the International Municipal Sign Association (ISMA).

- (5) All *Utility Worker* positions are eligible for the following certification pay:

DSL Operators' License add to the hourly base pay: \$ 1.39 \$ 1.46

- (E) *Stand-by Duty.* During particular work periods workers in the Public Works Department (Agency) will be scheduled to stand-by, which may mean the worker will be engaged to wait for mobilization. The Public Works Director will publish written guidelines regarding administration of this duty. There is an authorized rate that shall be fixed at an hourly rate to be applied by the number of hours of stand-by duty that is assigned in a bi-weekly period. It shall be uniform for all workers. The rate is now fixed at \$1.11 \$1.17 per hour.

**Section 10.** *Metropolitan Police Department.* That subject to the provisions of this ordinance, the salary and wages for the non-elected officers and employees of the Town of Highland are hereby fixed for its **Metropolitan Police Department** as follows:

		<b>Starting Incumbent Rate</b>	<b>Rate</b>
(A)	Chief of the Department (1) (biweekly)	\$ 3,599.02	\$ 3,859.93
		\$ 3,778.97	\$

4,052.93

(B) The following ranks of Sergeant are authorized as indicated:

	<b>Starting Rate</b>	<b>Rate</b>
<b>Incumbent</b>		
(1) Sergeants* ( 5 ) Bi-weekly	\$ 3,160.93	\$
3,160.93	\$ 3,318.98	\$

3,318.98

*\* If position(s) of deputy commander is filled, the authorized strength of sergeants must be reduced by the number of deputy commanders.*

(2) The following ranks of Sergeant are deemed placeholder ranks. These are authorized ranks that are being held in place for department members who hold that service rank and held it before their appointment in an upper policy-making policy position, or an assignment named in (E)(5) of this ordinance, pursuant to IC 36-8-3-4 (b),(m) and IC 36-8-9-6:

	<b>Starting Rate</b>	<b>Rate</b>
<b>Incumbent</b>		
(a) Sergeants ( 4 ) (placeholders)	\$ 3,160.93	\$
3,160.93	\$ 3,318.98	\$

3,318.98

	<b>Starting Incumbent Rate</b>	<b>Rate</b>
--	--	-------------

(C) Corporals	(10) (biweekly)	\$ 2,983.71	\$
2,983.71			
		\$ 3,132.90	\$
3,132.90			

**(D) Special Assignment.** In the event that the Town Board of Metropolitan Police Commissioners determines that it is desirable or necessary to assign or detail an officer holding the rank or grade of **Sergeant** or **Corporal** to a specialty assignment or division transfer to the Crime Impact Unit of the Highland Police Department (CIU/HPD) or participates in a Multi-Jurisdictional law enforcement assignment (GRIT/FBI), while in that detail or on that assignment, the officer is to be paid at the rate set forth below, without loss of rank, and provided that the assignment and associated pay is *position-directed*, or *economically based*, and *non-disciplinary* in purpose:

- (1) Sergeant will be paid at the rate of Corporal
- (2) Corporal will be paid at the rate of Lance Corporal
- (3) An assignment as described above will not modify in any way the authorized limit for the rank of Sergeant or Corporal as set forth in subdivisions B or C of this section.

**(E) Other Police Officers and Assignments.**

- (1) All initial appointments to the Metropolitan Police Department, regardless of previous law enforcement experience, shall be probationary for twelve (12) months from their date of hire pursuant to Regulation 11 of the Metropolitan Police Department and under the authority of IC 36-8-9-7. The basis for promotion to the several grades (classes) will be based upon written guidelines, rules or regulations determined by the Town Board of Metropolitan Police Commissioners.
- (2) A candidate possessing no Law Enforcement Academy certification is only eligible for initial appointment to Police Officer class 3 unless waived by the Town Board of Metropolitan Police Commission. Pursuant to Regulation (SOP #1.1) and under authority of IC 36-8-9-7, all initial appointments to the Metropolitan Police Department, having no previous law enforcement or academy experience (L/E), are eligible for initial appointment to Police Officer 3<sup>rd</sup> Class for a period of twelve (12) months. After the successful completion of twelve (12) months at 3<sup>rd</sup> Class, the Officer becomes eligible for promotion to 2<sup>nd</sup> Class. After the successful completion of twelve (12) months at 2<sup>nd</sup> Class, the Officer becomes eligible for promotion to 1<sup>st</sup> Class. All promotions must be approved by the Police Commission. The basis for promotion will be based upon written guidelines, rules or regulations determined by the Town Board of Metropolitan Police Commissioners. All hires are PROBATIONARY for 12 months from their date of hire.
- (3) A candidate/officer possessing a Law Enforcement Academy Certification but less

than twelve (12) months of full-time of continuous law enforcement experience (L/E) is eligible, pursuant to Regulation (SOP #1.1) and under authority of IC 36-8-9-7, for initial appointment to Police Officer 3<sup>rd</sup> Class unless waived by the Town Board of Metropolitan Police Commission. After, successful completion of FTO program, plus ninety (90) days of service to the Police Department, the officer becomes eligible for promotion to 2<sup>nd</sup> Class. After the successful completion of twelve (12) months at 2<sup>nd</sup> Class, the Officer becomes eligible for promotion to 1<sup>st</sup> Class. All promotions must first be approved by the Town Board of Metropolitan of Police Commissioners. The basis for promotion will be based upon written guidelines, rules or regulations determined by the Town Board of Metropolitan Police Commissioners. All hires are PROBATIONARY for 12 months from their date of hire.

(4) Pursuant to Regulation (SOP #1.1) and under authority of IC 36-8-9-7, a candidate/officer possessing twelve (12) months to twenty-four (24) months of full-time law enforcement experience (L/E) and with Law Enforcement Academy certification is eligible for initial appointment to Police Officer 3<sup>rd</sup> Class unless waived by the Town Board of Metropolitan Police Commission. After, successful completion of FTO program, the officer becomes eligible for promotion to 2<sup>nd</sup> Class. After the successful completion of twelve (12) months at 2<sup>nd</sup> Class, the Officer becomes eligible for promotion to 1<sup>st</sup> Class. All promotions must first be approved by the Town Board of Metropolitan Police Commissioners. The basis for promotion will be based upon written guidelines, rules or regulations determined by the Town Board of Metropolitan Police Commissioners. All hires are PROBATIONARY for 12 months from their date of hire.

(5) A candidate/officer possessing more than twenty-four (24) months of full-time law enforcement experience (L/E) and with Law Enforcement Academy certification is eligible, pursuant to Regulation (SOP#1.1) and under authority of IC 36-8-9-7, for initial appointment to Police Officer 2<sup>nd</sup> Class unless waived by the Town Board of Metropolitan Police Commission. After, successful completion of FTO program, plus ninety (90) days of service to the Police Department, the officer becomes eligible for promotion to 1<sup>st</sup> Class. All promotions must first be approved by the Town Board of Metropolitan Police Commission. The basis for promotion will be based upon written guidelines, rules or regulations determined by the Town Board of Metropolitan Police Commissioners. All hires are PROBATIONARY for 12 months from their date of hire.

Incumbent	Starting	
	Rate	Rate
<b>(4) Patrol Officers:</b>		
Police Officer 1 (Special)	\$ 2,885.17	\$ 2,885.17
	\$ 3,029.43	\$3,029.43
Police Officer 1	\$ 2,821.40	\$ 2,821.40
	\$ 2,962.47	\$ 2,962.40

Police Officer 2	\$ 2,488.42	\$ 2,488.42
	\$ 2,612.84	\$ 2,612.84
Police Officer 3 (no LEA certification)	\$ 2,330.09	\$ 2,330.09
	\$ 2,446.60	\$ 2,446.60

(5) The following represent assignments in the Metropolitan Police Department for which the following salaries are authorized. Persons so assigned shall be paid the greater of the assigned person’s pay attached to person’s actual service rank or grade, or the pay associated with the listed assignments depicted as follows:

<b>Incumbent</b>	<b>Starting Rate</b>	<b>Rate</b>
Assistant Chief	\$ 3,599.02	\$ 3,599.02
	\$ 3,778.97	\$ 3,778.97
Division Commander ( 2 )	\$ 3,338.12	\$ 3,338.12
	\$ 3,505.03	\$ 3,505.03
Deputy Commander* ( 2 )	\$ 3,249.51	\$ 3,249.51
	\$ 3,411.99	\$ 3,411.99

*\*If position of deputy commander is filled, the equivalent number of sergeants must remain unfilled.*

(6) The following rank has been deemed a trace rank. Only officers employed in with the Metropolitan Police Department **on or before April 12, 2001** shall be eligible to elevation to the trace rank of Lance Corporal. This trace rank is conferred as follows:

(a) It shall be conferred on all Patrol Officers First Class in good standing, who meet the date eligibility indicated, who have successfully completed ten (10) years of continuous service with the Highland Metropolitan Police Department and upon approval of the Town Board of Metropolitan Police Commissioners; or

(b) It may be conferred on an officer of any higher rank in consequence of a proper disciplinary action who meets the date eligibility indicated.

Officers holding such rank will continue to hold such rank until their **demotion**, promotion or separation from service with the Metropolitan Police Department, at the level of pay set forth in this ordinance. Having separated, an officer having once been eligible to hold the trace rank or having the trace rank at the time of separation shall not be eligible hold such rank if officer is later re-hired, unless ordered by a court.

Ralph – do we still have lance Corporal. I thought Jerry Garza was the last.



		<b>Starting Rate</b>	<b>Incumbent Rate</b>
Lance Corporal		\$ 2,917.06	\$ 2,917.06
		\$ 3,062.91	\$ 3,062.91
<b>(F) Other Associate Staff and Public Safety Employees</b>			
		<b>Starting Rate</b>	<b>Incumbent Rate</b>
(1) Support Services Administrator	( 1 )	\$ 2,174.40	\$ 2,233.33
		\$ 2,283.12	\$ 2,345.00
		<b>Starting Rate</b>	<b>Incumbent Rate</b>
(2) Maintenance/Support Services Administrator (part-time)		\$50.00 hr.	\$50.00 hr*.
		<b>Starting Rate</b>	<b>Incumbent Rate</b>
(3) Systems Administrator/ IT & Training Officer (part-time)		\$33.60 hr.	\$35.00 hr*.
		\$35.28	\$36.75
		<b>Starting Rate</b>	<b>Incumbent Rate</b>
(4) Administrative Assistant*		\$25.48	\$25.48 per hr.
		\$26.75	\$26.75
(5) Secretary *	( 1 )	\$20.79	\$ 20.79 per hr.
		\$21.83	\$ 21.83
<i>*If position of administrative assistant is filled, the position of metropolitan police secretary must be vacant.</i>			
(5) Lead Support Services Clerk	( 1 )	\$ 18.46	\$ 20.10
		\$ 19.38	\$ 21.05
(6) Lead Support Services Training Coordinator	( 1 )	\$ 18.46	\$ 20.10
		\$19.38	\$ 21.05
(7) Support Services Clerk	( 2 )	\$ 17.25	\$ 18.87
		\$ 18.11	\$ 19.81
Support Services Clerk (part-time)		\$ 17.25	\$ 18.87

\$ 18.11                      \$ 19.81

**Need clarification from the Council**

Animal Warden	(part-time)	\$ 12.98 hr. -	\$16.72 hr.
Crossing Guard	(part-time)	\$ 11.98 hr. -	\$ 13.97 hr.
Sub Crossing Guard	(part-time)	\$ 11.98 hr. -	\$ 13.97 hr.
Secretary	(part-time)	\$ 20.79 hr.	\$ 24.08 hr.
Metropolitan Police Chaplain ( 4 )			no pay

Matron or Clerk Duty (call-out) hourly rate - 2 hour minimum  
Off-Duty Court Time (2 hour minimum)                      hourly rate

\* That if the incumbent in the position of Systems Administrator/IT & Training Officer as of the date of the passage and adoption of this ordinance, is appointed to the position or performs in the position as a part-time worker, that person shall be paid at the rate denoted for an incumbent based upon composite pay that person earned when holding the position previously.

**(G) Special Detail Pay Provisions:**

(1) *Special Patrol Zone Details.* Overtime provisions of the Compensation and Benefits Ordinance notwithstanding, the Special duty/Highland Grove or other Special Patrol Zone detail will be paid at the following described rate:

Fixed at an hourly rate as set forth in an agreement or memorandum approved and authorized by ordinance of the municipality providing for special patrol zones and related agreements, pursuant to and as provided in Sections 9.10.250 through 9.10.280 of the Highland Municipal Code, which authorize Special Patrol Zones. A copy of such agreement must be on file in the office of the Clerk-Treasurer, pursuant to IC 36-5-4-14.

(2) *Select Details.* Overtime provisions of the Compensation and Benefits Ordinance notwithstanding, the following special assignments or details will be paid at 1.5 times the actual composite rate of pay of the assigned officer provided that officers above the rank of sergeant shall be paid at the rate associated with the rank of sergeant, plus the actual longevity.

- (a) Special Community Events sponsored by the Municipality by one or more of its executive Departments, agencies, or councils;
- (b) Mobile Park Patrol
- (c) Special patrol

(3) *Other details.* Overtime provisions of the Compensation and Benefits Ordinance notwithstanding, any special assignments or details not otherwise described herein for which no other provision applies, such special details or overtime

assignments will be paid at 1.5 times the actual composite rate of pay of the assigned officer provided that officers above the rank of sergeant shall be paid at the rate associated with the rank of sergeant plus the actual longevity.

(4) *Grant Supported Details.* Overtime provisions of the Compensation and Benefits Ordinance notwithstanding, the following special assignments or details will be paid at 1.5 times the composite rate (base rate plus longevity rate) of the assigned officer for hours performing the special assignment, provided such rate is lawful and authorized under the terms of the supporting grant and the actual rate is fully funded by the grant source:

- (a) Lake County Task Drug Task Force
- (b) Grant Supported Special Law Enforcement Detail(s) or Patrols
- (c) (OWI; DWI; Sobriety Checks/Domestic Violence Duties/)

(5) No rate of pay may be fixed for any regular duty or special detail or described employment, regardless of the source of funds, that has not been authorized or provided for in this Wage and Salary Ordinance as amended in effect or the Compensation and Benefits Ordinance as amended and in effect;

(H) Specialty Pay:

Ralph, please review

( 4 )	Range Officers	\$ 75.00 per month
( 8 )	Field Training Officers	\$ 75.00 per month
( 1 )	Systems Administrator	\$ 75.00 per month

Specialty payments to be made for those months as prescribed by the Chief of Police in each category. Range instructors are paid only during the months May through October.

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

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

**(A) Supervisory Staff or Employees**

Starting Rate	Incumbent Rate
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(1) Superintendent of Parks and Recreation	( 1 )		
With an employer provided vehicle:			\$ 3,117.57
			<b>\$ 3,273.45</b>
Without an employer provider vehicle:			\$ 3,302.32
			<b>\$ 3,467.44</b>
(2) Director of Recreation	( 1 )	\$ 2,228.91	\$ 2,228.91
		<b>\$ 2,340.36</b>	<b>\$ 2,340.36</b>
(3) Recreation Supervisor	( 3 )	\$ 1,556.57	\$ 1,556.57-
\$1,657.67			
		<b>\$ 1,634.40</b>	<b>\$ 1,634.40 -</b>
<b>\$1,740.55</b>			
(4) Director of Parks	( 1 )	\$ 2,584.18	\$ 2,584.18
		<b>\$ 2,713.39</b>	<b>\$ 2,713.39</b>
 <b>(B) Associate Staff and Employees</b>			
		<b>Starting</b>	<b>Incumbent</b>
		<b>Rate</b>	<b>Rate(s)</b>
(1) Park Secretary	( 1 )	\$ 20.79	\$ 21.39 hr.
		<b>\$ 21.83</b>	<b>\$21.83 - \$ 22.46</b>
(2) Park Repairs Specialist	( 1 )	\$ 19.35	\$ 19.35 - \$ 21.68
hr.			
		<b>\$ 20.32</b>	<b>\$ 20.32- \$ 22.76</b>
(3) Park Specialist I	( 3 )	\$ 16.91	\$ 16.91 - \$20.68
hr.			
		\$ 17.76	\$ 17.76 - \$21.71
(4) Park Specialist II	( 4 )	\$ 15.87	\$ 15.87
		<b>\$ 16.66</b>	<b>\$ 16.66</b>
(5) Custodians	( 3 )	\$ 15.87	\$ 15.87- \$16.51
hr.			
		<b>\$ 16.66</b>	<b>\$ 16.66 - \$17.33</b>
(6) Part-time workers:			
Office Clerks	(part-time)	\$11.00 –\$20.00 per hr.	
		<b>\$11.55</b>	
Building Supervisors	(part-time)	\$12.00- \$24.00 per hr.	
		<b>\$12.60</b>	
Custodians	(part-time)	\$ 9.00 - \$13.71 per hr.	
		<b>\$ 9.45</b>	
Recreation Leaders	(part-time)	\$ 9.00 –\$13.94 per hr.	
		<b>\$ 9.45</b>	
Recreation Program Instructors		\$ 9.00 – \$53.56 per hr.	
		<b>\$ 9.45</b>	
<b>Temporary workers for parks division</b>		\$10.00 - \$13.71 per hr.	
		<b>\$10.50</b>	

Temporary Workers reference above refers to Outside summer crew (Summer Help)

Pursuant to IC 36-10-3-10(b), the Park and Recreation Board shall fix the compensation of the positions in which a range for salaries or wages are indicated in this Ordinance.

(C) Certifications. A full-time worker described below possessing a relevant professional certification from a generally accepted professional association as may be authorized or approved by the proper officer, the base rate shall have an additional compensatory adjustment according to the following schedule:

Alex, please review

<i>adds</i>	<i>Salaried adds</i>	<i>Hourly</i>
Certified Park & Recreation Executive (CPRE) hour	\$ 80.80 bi-weekly	\$1.01per hour
Certified Park & Recreation Professional (CPRP)	\$ 51.20 bi-weekly	64¢ per hour
Certified Playground Safety Inspector (CPSI)..... hour	\$ 51.20 bi-weekly	64¢ per hour
Certified Master Gardener..... 50¢ per hour	\$ 40.00 bi-weekly	

Pursuant to IC 36-10-3-10(b), in the event of an accreditation not listed herein, the Park and Recreation Board shall fix the additional adjustment in a range not lower than that paid to a Certified Master Gardner and not higher than that fixed for the CPRE.

**Section 12.** *Fire Department.* That subject to the provisions of this ordinance, the salary and wages for the non-elected officers and employees of the Town of Highland are hereby fixed for its **Fire Department** as follows:

	<b>Starting Rate</b>	<b>Incumbent Rate</b>
(A) Chief of Department/Fire Inspector ( 1)		\$ 2,927.13 <b>\$3,073.48</b>
<b>(A) Interim Fire Chief</b>	<b>\$18.00</b>	<b>\$18.90</b>
(B) Associate Supervisory Staff or Specialty Employees		

		<b>Starting Rate</b>	<b>Incumbent Rate</b>
<b>Need Direction from the Council</b>			
Assistant Chief for Logistics	( 1 )	\$ 472.37 per quarter <b>\$495.99</b>	
Assistant Chief for Planning	( 1 )	\$ 377.91 per quarter	

		\$ 396.81
Assistant Chiefs for Operations ( 3 )		\$ 377.91 per quarter
		\$ 396.81
Station Captains ( 2 )		\$ 157.46 per quarter
		\$ 165.33
Lieutenants ( 7 )		\$ 110.22 per quarter
		\$ 115.73
Mechanics ( 1 )		\$ 157.46 per quarter
		\$163.33

(C) *Supervisory and Regular Employee pay treatment.* Except as otherwise provided for the Fire Chief, the compensation for the positions listed above shall be considered in addition to any and all such compensation earned as a firefighter. However, full-time Town employees who are also members of the Highland Fire Department shall not be entitled to additional compensation when responding to fire or ambulance calls while on duty at their regular full-time position.

(D) *Fire Chief Limitations.* The Fire Chief shall not be entitled to additional compensation apart from his base pay plus longevity and adjustments when responding to fire or ambulance calls nor for any training nor inspection participation.

(E) *Certification/Credentialing:* That a full-time or approved paid on call firefighter described below possessing a relevant professional certification or credentialing from a generally accepted professional association, such as but not limited to the Center for Public Safety Excellence, or the International Code Council, as may be authorized or approved by the proper officer, the base rate shall have an additional compensatory adjustment according to the following schedule:

	<i>Salaried adds</i>	<i>Hourly</i>
<i>adds</i>		
Chief Fire Officer designation (CFO) hour	\$ 51.20 bi-weekly	64¢ per
Fire Officer designation (FO) Chief Training Officer (CTO) hour	\$ 40.00 bi-weekly	50¢ per hour
Certified Fire Marshal (CFM) hour	\$ 51.20 bi-weekly	64¢ per

**(F) Support staff**

Secretary (1)	\$ 20.79 per hr. \$ 21.83 - \$22.46
Custodian (part-time)	\$ 7.25 –16.07 per hr. \$ 7.61- \$16.87

**(G) Fire Fighters compensation**  
Need definition from the Council (G & H)

Firefighters' compensation shall be paid quarterly as follows effective on the date in the column:

January 1, 2023

(1) Fire Calls <i>(per hour or fraction thereof) (see HMC Section 9.05.050)</i>	\$ 18.00 hr.	<b>\$18.90</b>
(2) Training <i>(per hour or fraction thereof) (see HMC Section 9.05.050)</i>	\$ 18.00 hr.	<b>\$18.90</b>
(3) Special Preparedness duties/details <i>(per hour or fraction thereof) (see HMC Section 9.05.050)</i>	\$ 18.00 hr.	<b>\$18.90</b>
(4) Special Maintenance (non-custodial) duties/details <i>(per hour or fraction thereof) (see HMC Section 9.05.050)</i>	\$ 18.00 hr.	<b>\$18.90</b>
(5) Inspection <i>(per hour or fraction thereof) (see HMC Section 9.05.050)</i>	\$ 18.00 hr.	<b>\$18.90</b>

**(H) Special Pay Protocols**

(1) Monthly General Membership Meeting:  
\$ 1.07 **\$ 1.12** per member in attendance as certified by the Fire Chief or his/her designee.

(1) Monthly Stipend:  
The Interim Fire Chief, in addition to being paid-on-call, shall be entitled to a monthly stipend of \$1,500 which shall be additional compensation apart from his hourly fire call rate of pay.

**(I) Clothing Allowance**

(1) The Interim Fire Chief shall be entitled to a quarterly clothing allowance of \$237.50.

**Section 13.** *Information Communications Technology Department.* That subject to the provisions of this ordinance, the salary and wages for the non-elected officers and employees of the Town of Highland are hereby fixed as biweekly pay unless stated otherwise for its Information Communications Technology Department as follows:

<b>Starting Incumbent Rate</b>	<b>Rate</b>
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(A) Director of Information Technology ( 1 )                      \$ 3,838.03                      \$  
3,838.03

**No raise requested**

**Section 14.** That Section 4.04 of the Compensation and Benefits Ordinance commonly called the Employees Handbook be hereby amended to read as follows:

**§ 4.04 Longevity Pay**

All regular full-time employees from all departments who have completed a specified consecutive number of years of service, subject to Section 3.20 regarding Bridging of Service, and who have not taken the elective waiver for this benefit will be paid a longevity benefit. Longevity pay will be combined with the regular hourly or bi-weekly rate of pay to create a composite rate of pay. This composite rate of pay will begin and increase, as scheduled beginning with the payroll period in which the associated pay date will be the first **full pay period following** the employee's service anniversary date. The composite rate shall be the base rate for the purposes of calculating any overtime premium where such premium applies. For the purposes of establishing the value of the longevity benefit for the objects of IC 36-8 et seq., generally and IC 36-8-8-3(d) in particular, the annual longevity benefit will be as set forth in this section. The composite rate for longevity shall be applied according to the following schedule:



<u>Years of Service Completed</u>	<u>HOURLY</u>	<u>BI-WEEKLY</u>
1	\$ 0.09	\$ 7.20
2	\$ 0.14	\$ 11.20
3	\$ 0.19	\$ 15.20
4	\$ 0.24	\$ 19.20
5	\$ 0.29	\$ 23.20
6	\$ 0.34	\$ 27.20
7	\$ 0.39	\$ 31.20
8	\$ 0.44	\$ 35.20
9	\$ 0.49	\$ 39.20
10	\$ 0.54	\$ 43.20
11	\$ 0.59	\$ 47.20
12	\$ 0.64	\$ 51.20
13	\$ 0.69	\$ 55.20
14	\$ 0.74	\$ 59.20
15	\$ 0.79	\$ 63.20
16	\$ 0.84	\$ 67.20
17	\$ 0.89	\$ 71.20
18	\$ 0.94	\$ 75.20
19	\$ 0.99	\$ 79.20
20	\$ 1.05	\$ 84.00
21	\$ 1.11	\$ 88.80
22	\$ 1.16	\$ 92.80
23	\$ 1.20	\$ 96.00
24	\$ 1.22	\$ 97.60
25	\$ 1.24	\$ 99.20
26	\$ 1.26	\$ 100.80
27	\$ 1.28	\$ 102.40
28	\$ 1.30	\$ 104.00
29	\$ 1.32	\$ 105.60
30	\$ 1.34	\$ 107.20
31	\$ 1.40	\$ 112.00
32	\$ 1.46	\$ 116.80

Elected Officials who have completed a specified number of years of service, and who have not taken the elective waiver for this benefit will be paid a longevity benefit according to the following schedule:

Completion of 4 consecutive years	\$ 10 per month
Completion of 7 consecutive years	\$ 30 per month
Completion of 10 consecutive years	\$ 40 per month
Completion of 13 consecutive years	\$ 50 per month
Completion of 16 consecutive years	\$ 60 per month
Completion of 18 consecutive years	\$ 70 per month
Completion of 20 consecutive years	\$ 85 per month
Completion of 22 consecutive years	\$100 per month

**Section 15.** That all portions of ordinances in conflict with this ordinance are hereby repealed and are of no further force nor effect;

**Section 16.** That except where otherwise noted herein, other compensation and benefits matters not expressly provided herein for salaried and hourly employees and the Clerk-Treasurer shall be as set forth in the Compensation and Benefits Ordinance, commonly called the Employee Handbook as amended from time to time. The pay period is hereby defined as bi-weekly. The bi-weekly term for such pay represents the fourteen (14) day period, commencing at 12:01 a.m. Sunday and extending to and concluding just before Midnight of the second, following Saturday, immediately preceding the week of the scheduled payday; beginning on December 25, 2022 and continuing thereafter;

**Section 17.** (A) That an emergency exists for the immediate taking effect of this ordinance, which, shall become effective and shall remain in full force and effect from and after the date of its passage and adoption, subject to any express provisions of this ordinance, in all other instances not sooner than January 8, 2023, and except to any express effective dates herein described to the contrary and until its repeal or amendment by subsequent enactment;

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

Introduced and Filed 27<sup>th</sup> day of November 2023. Consideration on same day or at same meeting of introduction was not considered pursuant to IC 36-5-2-9.8.

**DULY ORDAINED and ADOPTED** this 11<sup>th</sup> Day of December 2023, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of in favor and opposed.

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

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

Attest:

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

**x. Discussion:**            *December 25<sup>th</sup> Meeting – reschedule*

The Council would like the December 18, 2023 to be the last meeting of the year. They would like it to be a combined study session and plenary meeting. The Clerk-Treasurer was asked that he check with his staff to determine whether the accounts payable document can be completed in time for the December 18<sup>th</sup> meeting. Otherwise, the decision was to have the last meeting on the year on the 27<sup>th</sup> of December.

**x. Discussion:** Revisit the Town's policy regarding municipal employees and their compensation as well as the current sufficiency of existing policies for paid time off and care for workers who may test positively for the virus, those who have tested positively and dealing with (full-time) worker who is not symptomatic but has been possibly exposed. It is desirable to have the worker quarantine outside the workplace. A provision in the Compensation and Benefits Ordinance commonly called the Employee Handbook provides for an administrative leave of 10 days that is renewable (Confer Section 5.11.02). The predicate for it is relatively broad. It was suggested that this could be used in such a case if a worker had no other paid time off.

Councilor Black said he would like to change the Special Administrative to reflect no time off for covid as the national emergency or pandemic has ended but would like a clause to remain in the municipal code should a national emergency once again be declared. The Clerk-Treasurer said he would write something up and present it to the Council for their review.

**§ 5.11.02 Special Administrative Leave**

A municipal employee may be granted administrative leave with pay and continuation of benefits in limited circumstances, where deemed necessary and appropriate. The leave shall not exceed ten (10) days but may be renewed or extended with the same approval needed for the initial grant of leave. The leave may not be initiated by the employee for whom the leave is granted. Before administrative leave with pay and continuation of benefits may be granted, documentation of and rationale for the leave must be made on a form approved by and filed with the Clerk-Treasurer, and carrying the signatures of the following persons for the accompanying purposes:

1. The appropriate department head, evidencing approval; if the employee is a department head, only the signatures of the following officers will be required;
2. Chairman, of the relevant Board or Commission; and
3. The Municipal Executive (Town Council President), evidencing notice of the action.

**§ 5.04 Use of Donated Leave**

**§ 5.04.01** An employee may volunteer to share accumulated vacation leave or personal leave hours with another employee. Leave may only be donated to an employee for the beneficiary employee's own illness or injury when the beneficiary employee does not have enough time in his or her own accumulated leave accounts. Donated leave may not be used for the care or support of the employee's family.

**§ 5.04.02** Donated leave time must be in increments of at least eight (8) hours.

**§ 5.04.03** Both employees must receive approval from their departmental director and document the exchange of time with the Office of the Clerk-Treasurer. An employee must exhaust all sick leave, vacation leave, personal and overtime compensatory leave to be eligible to receive donated hours from other employees. The maximum amount of leave time an employee may accept is 1,040 hours. The employee will receive the time on an as needed basis and not in one lump sum.

**§ 5.04.04** If donated time exceeds the amount of leave needed by the ill or injured employee, the leave balance will be restored for use by the donor employee.

**§ 5.03 Personal Leave**

Regular full-time employees earn personal leave at the rate of 6 days per year. Unused personal leave may be accumulated to a maximum of 20 days. Accumulated personal leave is paid to employees upon separation of employment.

§ 5.03.01 Each regular full-time employee is entitled to six (6) personal days after employment of one (1) full calendar year with the Town, and six (6) personal days each year thereafter. These days may be used as personal business or sick days. These days are cumulative and if not used will be paid at the employee's current rate upon retirement or termination, subject to a maximum number. If a separation occurs while an employee is on a medical disability, the personal days will be paid at the rate immediately prior to the medical disability going into effect.

§ 5.03.02 The maximum number of personal days that may be cumulated and carried by any employee is fixed at twenty (20). Accumulations will be annually determined at the amount duly cumulated and credited to the worker as of December 31 of each year. At no time will any employee be paid for any more than twenty unused personal days at retirement or separation from service.

Councilor Black asked if there were any additional agenda items. Hearing none, he adjourned the meeting at 6:56 p.m.