

**Enrolled Minutes of the One Hundred-Seventh Regular Meeting or Special Meeting  
For the Twenty-Ninth Highland Town Council Regular Plenary  
Business Meeting (In person) Monday, December 11, 2023**

The Twenty-Ninth Town Council of the Town of Highland, Lake County, Indiana met in its regular plenary session on Monday, December 11, 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 the proceedings but allows no interaction between and among the Town Council and members of the public. The public is able to participate in person. Councilor Bernie Zemen, Councilor Toya Smith, Councilor Mark Schocke, Councilor Tom Black and Councilor Philip Scheeringa all participated in person..

Pursuant to HMC Section 2.05.130(A)(2), the Town Council considered and reviewed the agenda in an informal proceeding in the plenary meeting room before the president called the meeting to order.

The Town Council President Tom Black presided over the meeting. The Town Clerk-Treasurer, Mark Herak, was present to memorialize the proceedings. The meeting was opened with Councilor Mark Schocke reciting the Pledge of Allegiance to the Flag of the United States of America and offering a prayer.

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

**Additional Officials Present:** Alex Brown, CPRP, Superintendent of Parks and Recreation; Metropolitan Police Chief Ralph Potesta; Scott Bilse, Reed, Attorney with Abrahamson, Reed & Bilse; Kenneth J. Mika, Building Commissioner; Redevelopment Director Maria Becerra; Mike Pipta, Fire Chief and Ed Dabrowski, Director of Information Technology; Mark Knesek, Public Works Director were present.

*Guests:* Theresa Badovich (remotely) and Robin Carlascio (remotely) of the Idea Factory were also present.

**Minutes of the Previous Meetings:** The minutes of the November 27, 2023 Plenary meeting were approved by general consent.

**Special Orders:** None

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

**Communications:**

December 25<sup>th</sup> Plenary Meeting cancelled and moved to December 27

Swearing in Ceremony of the 30<sup>th</sup> Town Council- Noon on 1/1/2024  
New Year's Eve Fireworks- Midnight -12-31-2023  
Trash pick-up because of the holiday- 12/27/2023 & 1/3/2024 (1 day later)  
Town Hall and Offices will be closed Friday, December 22, 2023 & Monday, December  
25, 2023 & Monday, January 1, 2024.

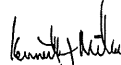
**Staff Reports:** The following staff reports were received and filed.

Building Report November, 2023

PERMIT TYPE	#	Res.	Comm.	Est. Cost	Fee Collected
Commercial Buildings	0			\$ -	\$ -
Comm. Additions/Remodel	4		4	\$ 243,238.00	\$ 4,284.00
Signs	3		3	\$ 6,791.00	\$ 675.00
Single Family	0				
Duplex/Condo	0				
Residential Additions	1	1		\$ 30,000.00	\$ 730.50
Residential Remodeling	78	78		\$ 980,432.00	\$ 21,225.00
Concrete/Asphalt/Flatwork	2	2		\$ 70,261.00	\$ 244.50
Garages	0				
Sheds	2	2		\$ 6,868.00	\$ 405.00
Decks & Porches	2	2		\$ 5,557.00	\$ 496.50
Fences	7	7		\$ 44,947.00	\$ 1,432.50
Above/in ground pools	0				
Drain Tile/Waterproofing	1	1		\$ 16,439.00	\$ 372.00
Misc: Demo (1); Road Cuts (6)	7	7			\$ 904.50
<b>Total Building Permits</b>	<b>107</b>	<b>100</b>	<b>7</b>	<b>\$ 1,404,533.00</b>	<b>\$ 30,769.50</b>
<b>Electrical Permits</b>	<b>13</b>	<b>11</b>	<b>2</b>	<b>\$ -</b>	<b>\$ 2,232.00</b>
<b>Mechanical Permits</b>	<b>15</b>	<b>14</b>	<b>1</b>	<b>\$ -</b>	<b>\$ 1,692.00</b>
<b>Plumbing Permits</b>	<b>18</b>	<b>17</b>	<b>1</b>	<b>\$ -</b>	<b>\$ 2,455.65</b>
Water Meters	0			\$ -	\$ -
Water taps	0			\$ -	\$ -
Sewer/Storm Taps	0			\$ -	\$ -
<b>Total Plumbing Permits</b>	<b>18</b>	<b>17</b>	<b>1</b>	<b>\$ -</b>	<b>\$ 2,455.65</b>

November 2023 Code Enforcement: 100 Investigations, 8 Citations were issued & 59 Warnings were given. Inspections done for the month of November 2023 were as follows: 28 Building Inspections, 14 Plumbing Inspections, 16 HVAC and Electrical Inspections. There was 1 Electrical Exam given.

Submitted By:

  
 Kenneth J. Milka

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

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

RO = Record Only

DEPT	2023		2022	2023			
	INJURIES	YEAR TO		RESTRICTED	LOST DAYS	RESTRICTED	LOST DAYS
	THIS MONTH	DATE		Total Injuries Last Year	DAYS THIS YEAR	THIS YEAR	DAYS 2022
PARK & REC			3	8	188		25
FIRE		1					
POLICE		6	7	80	66		67
STREET			1				44
WATER		1	1				
SEWER							
MAINTENANCE			5				77
OTHER							
<b>TOTALS</b>	<b>0</b>	<b>8</b>	<b>17</b>	<b>88</b>	<b>254</b>	<b>0</b>	<b>213</b>

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



**Mark Herak**

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**From:** Denise Beck  
**Sent:** Tuesday, December 5, 2023 11:43 AM  
**To:** Mark Herak; Chad Kinley  
**Cc:** Michael Pipta  
**Subject:** November Fire Department Stats

Good Morning Mark and Chad,

November 2023 Stats

Types of Calls:	2023	YTD
General Alarms	10	90
Paid Still Alarms	36	303
Totals	46	393

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

**Appointments:**

• **Statutory Boards and Commissions**

*Executive Appointments*

1. **Economic Development Commission.** (1) Appointment to be made by the municipal executive, but requiring nomination from the Town Council. Term ends just before February 1<sup>st</sup>. (*Currently the position is vacant*)
  - a. Nomination by the Town Council. (*The council would pass a motion to nominate.*)

- b. Appointment by executive. *(If nominee is acceptable, the Town Council President may appoint.)*

The Town Council President, as municipal executive, said he would delay this appointment until a later date.

### Home Rule Boards and Commissions

2. **Community Events Commission** *Multi-Year position: (1) appointment to be made by the Town Council President. Term: 4 years. (Positions currently held by Jacqui Herrera and Sandy McKnight)*

3. **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.*

4. **Municipal Plan Commission** (1) (vacancy) appointment to be made by Town Council President. *(Note: Unexpired term of Mario Martini, (R), term ending 1<sup>st</sup> Monday January 2027) No more than two of any party. Current composition is 1 Republican, 1 Democrat.*

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

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

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

### Legislative Appointments

Regional Statutory Commissions or Boards

#### Home Rule Commissions

1. **Main Street Bureau Board:** (17) appointments to be made by the Town Council. Term: Two years ending 1 Jan 2025. *There are currently 11 of the 17 in place and serving. Currently serving are Rhonda Bloch, Teri Yovkovich, Renee Reinhart, Alex Robertson, Diane Barr-Roumbus, James Roumbus, Sandy McKnight, Al Simmons, Ben Reinhart, Sandy Ray and Kathy Smailis.*
2. **Community Events Commission** *Multi-year positions: (4) appointments to be made by the Town Council. Term: 4 years. (Note: Currently vacant)*

*Single year positions: (8) appointments to be made by the Town Council. Term: 1 year. (Note: There are currently 7 of the 8 in place and serving, Jack Rowe, Carol Parker, Maria Armagast, Michelle Coon, Linda Carter, Rachael Carter, Erica Fizer Katsepas )*

The Town Council President, as municipal executive, said he would delay appointments until a later date.

**General Orders and Unfinished Business:** None

**New Business:**

1. **Proposed Ordinance No. 1792:** 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.

Councilor Zemen introduced and filed Ordinance No. 1792. No further action was taken at this time. The Ordinance will be taken up at the plenary meeting of December 27, 2023.

**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*
Town Council Attorney		paid at an hourly rate according to terms set forth in attorney's letter of acceptance on file.

\*the annual compensation for the Office of the Town Council will increase equal to the percentage increase awarded to the Town Employees, each year a raise is given and is self-implementing without any specific vote by the Town Council, unless disapproved by the Legislative Body. When a different percentage increase is given to different Town

Employees, the increase for the Office of the Town Council will be the lesser of the two increases

**(B) Advisory Board of Zoning Appeals**

Chairman (1)	\$ 50 per month
Members (4) each	\$ 40 per month

Attorney paid at an hourly rate according to terms set forth in attorney's letter of acceptance on file.

Recording Secretary	\$ 50 per month
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**(C) Municipal (Advisory) Plan Commission**

Chairman (Citizen member) (1)	\$ 50 per month
Citizen Member Secretary (1)	\$ 40 per month
Citizen Members (2)	\$ 40 per month

Legislative Body appointees (3)	see below
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If legislative body appointees are elected or appointed officials of the municipality, they are not entitled to pay for service on municipal plan commission in order to be consistent with the purposes of Article 2, Section 5 of the Indiana Constitution.

Attorney paid at an hourly rate according to terms set forth in attorney's letter of acceptance on file.

Recording Secretary	\$ 50 per month
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**(D) Town Board of Metropolitan Police Commissioners**

Chairman (1)	\$ 50 per month
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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 **\$3,302.41** bi-weekly;

(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 \$3,203.39 bi-weekly;

**(B) Deputy Clerk-Treasurer**

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

<b>Starting Rate</b>	<b>Incumbent Rate (after 1 year)</b>
\$2,141.42	\$ 2,243.32 bi-weekly

(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:

<b>Starting Rate</b>	<b>Incumbent Rate</b>
\$ 2,392.63	\$ 2,392.63 bi-weekly

**(C) Associate Employees and Staff**

		<b>Starting Rate</b>	<b>Incumbent Rate</b>
(1) Fiscal Analyst	( 1 )		
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:			
		\$2,392.63	
		\$2,453.07	
(2) Encumbering Officer hr.	( 1 )	\$ 22.46	\$ 22.46
(3) Associate Clerk, Payroll & Personnel hr.	( 1 )	\$ 22.46	\$ 22.46
(4) Chancery / Bursar Clerk, Senior hr.	( 1 )	\$ 21.62	\$ 21.62

hr.	(5) Chancery / Bursar Clerk	( 2 )	\$ 21.26	\$ 21.26
hr.	(6) Lead Utility Clerk	( 1 )	\$ 22.46	\$22.46
hr.	(7) Utility Systems Clerk	( 2 ) <sup>xx</sup>	\$ 21.26	\$21.26
	(8) Chamberlain Clerk (part-time)	( X )	\$ 17.19	\$ 17.19-
	\$17.69			
	(9) Chancery & Bursar Aide (part-time)	( X )		\$ 10.22 - \$ 17.69 hr.

<sup>xx</sup>If 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			

*(MMC pay substitutes and replaces the CMC pay. Pursuant to IIMC rules, the MMC replaces the CMC and that latter designation is dropped)*

Fundamental Payroll Certification hour	(FPC)	\$50.40 bi-weekly 63¢ per
Certified Payroll Professional hour	(CCP)	\$75.20 bi-weekly 94¢ per

(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:

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

**(B) Assistant Inspectors:**

- |  |     |                        |
|--|-----|------------------------|
| (1) Code Enforcement Officer                       | (1) | \$ 22.71 - \$30.09 hr. |
| (2) Assistant Inspector for Electrical (part-time) |     | \$ 26.78 - \$35.10 hr. |

(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)*

- |  |   |
|--|---|
| (4) Assistant Inspector for Plumbing (part-time) | \$18.00 for each one-unit plumbing examination proctored as provided in § Section 15.20.020 |
|--|---|

(G)(1), and thus hereby amended.

\$28.00 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**

Incumbent		Starting Rate	Rate
(1) Inspection Clerk	( 1 )	\$21.265	\$21.26
(2) Inspection Secretary	( 1 )	\$21.83	\$21.83

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

**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**

		<b>Starting Rate</b>	<b>Incumbent Rate</b>
(1) <b>Public Works Director</b>	( 1 )		
With an employer provided vehicle:		\$ 3,864.88	\$ 3,864.88
Without an employer provider vehicle:		\$ 4,059.94	\$ 4,059.94
(2) <b>Assistant Public Works Director*</b>	( 1 )		
With an employer provided vehicle:		\$ 3,225.50	\$ 3,225.50
Without an employer provider vehicle:		\$ 3,419.48	\$ 3,419.48
(3) <b>Operations Director</b>	( 1 )		
With an employer provided vehicle:		\$ 3,225.50	\$ 3,225.50
Without an employer provider vehicle:		\$ 3,419.48	\$ 3,419.48
(4) <b>Division Supervisors</b>			
Supervisor Streets	( 1 )	\$ 2,725.86	\$ 2,725.86
Supervisor Water & Sewer	( 1 )	\$ 2,725.86	\$ 2,725.86
Supervisor Maintenance	( 1 )	\$ 2,725.86	\$ 2,725.86
Supervisor Facilities	( 1 )	\$ 2,725.86	\$ 2,725.86

**(B) Associate Staff and Employees**

		<b>Starting Rate</b>	<b>Incumbent Rate</b>
(1) Administrative Assistant	*( 1 )	\$ 26.75	\$ 26.75
(2) Public Works Secretary*	( 1 )	\$21.83	\$21.83
(3) Dispatch Clerk	( 1 )	\$19.74	\$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.*

- |                               |       |          |          |
|-------------------------------|-------|----------|----------|
| (4) Senior Utility Technician | ( 1 ) | \$ 26.75 | \$ 26.75 |
| (5) Utility Technician        | ( 2 ) | \$ 25.67 | \$ 25.67 |

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

- |  |       |         |         |
|--|-------|---------|---------|
| (6) Utility Worker /Equipment Operator A | ( 3 ) | \$26.75 | \$26.75 |
| (7) Utility Worker /Equipment Operator B | ( 2 ) | \$26.18 | \$26.18 |
| (8) Pump Station Operator                | ( 2 ) | \$23.10 | \$23.10 |

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

		<b>Starting Rate</b>	<b>Incumbent Rate</b>
( 9 ) Street Sweeper Operator	( 1 )	\$ 23.68	\$ 23.68
(10) Utility Worker/Driver A	( 4 )	\$ 25.61	\$ 25.61
(11) Utility Worker/Driver B	( 3 )	\$ 22.88	\$ 22.88
(12) Utility Worker/Driver C	( 2 )	\$ 20.15	\$ 20.15
(13) Senior Mechanic	( 1 )	\$ 25.28	\$ 25.28
(14) Mechanic	( 1 )***	\$ 24.06	\$ 24.06
(15) Mechanic	( 2 )	\$ 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 ) | \$ 22.20 | \$ 22.20 |
|--|-------|----------|----------|

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

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

hr.	(18) Utility Worker B	( 3 )	\$16.66	\$16.66 per
hr.	(19) Custodian	( 1 )	\$17.97	\$17.97 per
hr.	(20) Attendant Town Garage	( 1 )	\$16.70	\$17.44 per
hr.	(21) Secretary (part-time)			\$ 10.53 - \$21.83 per
hr.	(22) Laborer (not truck driver)(part-time)			\$ 10.53-\$ 13.62 per
	(23) Laborer, Seasonal Leaf Collection			\$ 10.85 per hour
hr.	(24) Master Gardener/Streetscaping (part-time)			\$ 14.03 - \$ 16.38 per
	(25) Driver C Seasonal (must have a CDL)			\$ 18.55 per hour
hr.	(26) Temporary (Summer Help)			\$10.50 - \$14.40 per

**(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: \$ 0.75



- (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: \$ 1.46

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

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

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

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

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

\*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: \$ 1.46

- (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 \$1.17 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:

Starting Rate	Incumbent Rate
------------------	-------------------

(A) Chief of the Department (1) (biweekly)      \$ 3,778.97      \$ 4,052.93

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

	Starting Rate	Incumbent Rate
(1) Sergeants* ( 5 )      Bi-weekly	\$ 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:

	Starting Rate	Incumbent Rate
(a) Sergeants ( 4 )      (placeholders)	\$ 3,318.98	\$ 3,318.98

	Starting Rate	Incumbent Rate
(C) Corporals      (10) (biweekly)	\$ 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 2nd 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 1st 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.

<b>Incumbent</b>	<b>Starting</b>	
	<b>Rate</b>	<b>Rate</b>
<b>(4) Patrol Officers:</b>		
Police Officer 1 (Special)	\$ 3,029.43	\$ 3,029.43
Police Officer 1	\$ 2,962.47	\$ 2,962.47
Police Officer 2	\$ 2,612.84	\$ 2,612.84
Police Officer 3 (no LEA certification)	\$ 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	\$ 3,778.97	\$ 3,778.97
Division Commander ( 2 )	\$ 3,505.03	\$ 3,505.03
Deputy Commander* ( 2 )	\$ 3,411.99	\$ 3,411.99

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

**(F) Other Associate Staff and Public Safety Employees**

	<b>Starting Rate</b>	<b>Incumbent Rate</b>
(1) Support Services Administrator ( 1 )	\$ 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)	\$35.28 hr.	\$36.75 hr*.

		Starting Rate	Incumbent Rate
(4) Administrative Assistant*		\$26.75	\$26.75 per hr.
(5) Secretary *	( 1 )	\$21.83	\$ 21.83 per hr.

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

(6) Lead Support Services Training Coordinator	( 1 )	\$ 19.38	\$ 21.62
(7) Support Services Clerk	( 2 )	\$ 18.11	\$ 19.81
Support Services Clerk	(part-time)	\$ 18.11	\$ 19.81
Animal Warden	(part-time)	\$ 15.00 hr. -	\$18.00 hr.
Crossing Guard	(part-time)	\$ 16.00 hr. -	\$ 17.99 hr.
Sub Crossing Guard	(part-time)	\$ 16.00 hr. -	\$ 17.99 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:
- |       |                         |                    |
|-------|-------------------------|--------------------|
| ( 4 ) | Range Officers          | \$ 75.00 per month |
| ( 8 ) | Field Training Officers | \$ 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 \$1.17 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**

		<b>Starting Rate</b>	<b>Incumbent Rate</b>
(1) Superintendent of Parks and Recreation ( 1 )			
With an employer provided vehicle:			\$ 3,273.45
Without an employer provider vehicle:			\$ 3,467.44
(2) Director of Recreation	( 1 )	\$ 2,340.36	\$ 2,340.36
(3) Recreation Supervisor	( 3 )	\$ 1,634.40	\$ 1,634.40-
\$1,740.55			
(4) Director of Parks	( 1 )	\$ 2,713.39	\$ 2,713.39

**(B) Associate Staff and Employees**

		<b>Starting Rate</b>	<b>Incumbent Rate(s)</b>
(1) Park Secretary	( 1 )	\$ 21.83	\$ 21.83 - \$22.46
hr.			



(2) Park Repairs Specialist hr.	( 1 )	\$ 20.32	\$ 20.32 - \$ 22.76
(3) Park Specialist I hr.	( 3 )	\$ 17.76	\$ 17.76 - \$21.71
(4) Park Specialist II	( 4 )	\$ 16.66	\$ 16.66
(5) Custodians hr.	( 3 )	\$ 16.66	\$ 16.66- \$17.33
(6) Part-time workers:			
Office Clerks	(part-time)		\$11.55 –\$21.00 per hr.
Building Supervisors	(part-time)		\$12.60- \$25.20 per hr.
Custodians	(part-time)		\$ 9.45 - \$14.40 per hr.
Recreation Leaders	(part-time)		\$ 9.45 –\$14.64 per hr.
Recreation Program Instructors			\$ 9.45 – \$56.24 per hr.
			\$10.50 - \$14.40 per hr.

**Temporary workers for parks division**

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:

<i>adds</i>	<i>Salaried adds</i>	<i>Hourly</i>
Certified Park & Recreation Executive (CPRE) hour	\$ 82.42 bi-weekly	\$1.03per
Certified Park & Recreation Professional (CPRP) hour	\$ 52.22 bi-weekly	65¢ per

Certified Playground Safety Inspector (CPSI).....	\$ 52.22 bi-weekly	65¢ per hour
Certified Master Gardener.....	\$ 40.80 bi-weekly	51¢ per hour

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 Gardener 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)		\$ 3,073.48
(A) Interim Fire Chief	\$18.00	\$18.90
(B) Associate Supervisory Staff or Specialty Employees		
	<b>Starting Rate</b>	<b>Incumbent Rate</b>
Assistant Chief for Logistics ( 1)	\$ 495.99 per quarter	
Assistant Chief for Planning ( 1)	\$ 396.81 per quarter	
Assistant Chiefs for Operations ( 3)	\$ 396.81 per quarter	
Station Captains ( 2)	\$ 165.33 per quarter	
Lieutenants ( 7)	\$ 115.73 per quarter	
Mechanics ( 1)	\$ 165.33 per quarter	

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

**(F) Support staff**

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

**(G) Fire Fighters compensation**

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

	January 1, 2024
(1) Fire Calls <i>(per hour or fraction thereof) (see HMC Section 9.05.050)</i>	\$ 18.90 hr.
(2) Training <i>(per hour or fraction thereof) (see HMC Section 9.05.050)</i>	\$ 18.90 hr.
(3) Special Preparedness duties/details <i>(per hour or fraction thereof) (see HMC Section 9.05.050)</i>	\$ 18.90 hr.

- (4) Special Maintenance (non-custodial) duties/details \$ 18.90 hr.  
 (per hour or fraction thereof) (see HMC Section 9.05.050)
- (5) Inspection \$ 18.90 hr.  
 (per hour or fraction thereof) (see HMC Section 9.05.050)

**(H) Special Pay Protocols**

- (1) Monthly General Membership Meeting:  
 \$ 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:

	Starting Incumbent Rate	Rate
(A) Director of Information Technology ( 1 )	\$ 4,029.93	\$ 4,029.93

**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:

Years of Service Completed	HOURLY	BI-WEEKLY
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, 2023 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, 2024, 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 11<sup>th</sup> day of December 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)

2. **Works Board Order No. 2023-39:** An Order Approving and Authorizing the Fire Chief to Purchase from Identified Vendors (2) two Vehicles for Use by the Fire Department, partially Financed by a Trade-in of Existing Vehicles, all pursuant to I.C. 5-22-8-3 and IC 5-22-17-3.

Councilor Scheeringa moved to approve Works Board Order No.2023-39. Councilor Smith seconded. Upon a roll call vote, there were five (5) affirmatives and no negatives. The motion passed and Works Board Order No. 2023-39 was adopted pending the signature of the municipal executive.

Town of Highland  
Board of Works  
Order of the Works Board 2023-39

An Order Approving and Authorizing the Fire Chief to Purchase from Identified Vendors (2) two Vehicles for Use by the Fire Department, partially Financed by a Trade-in of Existing Vehicles, all pursuant to I.C. 5-22-8-3 and IC 5-22-17-3.

**Whereas,** The Town of Fire Department, as part of its public duties, has a responsibility for fire suppression, prevention, public safety and protection of life and property throughout the Town of Highland and, from time to time, it is necessary to purchase and or lease materials and supplies in order to carry out the functions of the department; and

**Whereas,** The Fire Chief has determined a need to replace certain equipment and supplies and has further determined the purchase price will be greater than \$50,000 but below \$150,000.00.



**Whereas,** The Fire Chief solicited from vendors known to deal in the vehicles being sought, quotes on trade-in and purchase of one (1) 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial and one (1) 2023 Dodge Durango Pursuit AWD V6;

**Whereas,** The price for the purchase exceeds \$15,000.00 and, pursuant to Section 3.05.040 (E) as well as Section 3.05.050 (B)(2) of the Highland Municipal Code, such purchase requires the express approval of the purchasing agency; and

**Whereas,** The Town Council as the Works Board of the Municipality, pursuant to Section 3.05.030 (A)(3) of the Highland Municipal Code serves as the purchasing agency for the Fire Department; and

**Whereas,** The Fire Chief, pursuant to Section 3.05.050 (D)(4) of the Highland Municipal Code, serves as the Purchasing Agent for the Fire Department; and

**Whereas,** The Purchasing Agent, pursuant to Section 3.05.060 (F)(1) of the Highland Municipal Code, expected that the purchase would be at least \$50,000 and not more than \$150,000.00 and therefore could have solicited quotes from at least three (3) vendors known to deal in the lines or classes of supplies to be purchased;

**Whereas,** The Purchasing Agent, elected to solicit quotes pursuant to Section 3.05.060 (F) of the Highland Municipal Code, with quotes compiled and reviewed the results of such solicitation as follows:

*First Vehicle 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial*

**Garber Chevrolet,** 9700 Indianapolis Boulevard, Highland, Indiana 46322 at a purchase price of \$54,795.00 but with trade-in of 2017 Chevrolet Silverado and 2008 Chevrolet Suburban for a price of **\$27,222.25**

**Webb Ford,** 9809 Indianapolis Boulevard, Highland, Indiana 46322 unable to quote at this time because of unavailability of stock.

*Second Vehicle 2023 Dodge Durango Pursuit AWD V6 (WDEE75)*

**Thomas Dodge Chrysler Jeep,** 9604 Indianapolis Boulevard, Highland, Indiana 46322 at a purchase price of \$41,627.00.

**Webb Ford,** 9809 Indianapolis Boulevard, Highland, Indiana 46322 unable to quote at this time because of unavailability of stock.

**Whereas,** The purchase of the vehicle will be supported by an appropriation in the Public Safety Income Tax Fund; and,

**Whereas,** The Town Council now desires to approve and authorize the Fire Chief to complete the purchase pursuant to the terms and stated herein,

**Now, Therefore Be It Ordered** by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board of Municipality:

**Section 1.** That the Works Board hereby authorizes and approves the purchase from Garber Chevrolet a 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial at the price of **\$27,222.25** with trade-in of 2017 Chevrolet Silverado and 2008 Chevrolet Suburban, pursuant to IC 5-22 and Section 3.05.060 (F) (3) of the Highland Municipal Code;

**Section 2.** That the Works Board hereby authorizes and approves the purchase from Thomas Dodge Chrysler Jeep 2023 Dodge Durango Pursuit AWD V6 (WDEE75) at the price of **\$41,627.00**, pursuant to IC 5-22 and Section 3.05.060 (F) (3) of the Highland Municipal Code;

**Section 3.** That the Works Board hereby finds and determines that the offer from *Garber Chevrolet* of Highland to be the lowest responsive and responsible offered at the price of **\$27,222.25** with trade-in of 2017 Chevrolet Silverado and 2008 Chevrolet Suburban, all pursuant to IC 5-22 and Section 3.05.060 (F)(3) of the Highland Municipal Code;

**Section 4.** That the Works Board hereby finds and determines that the offer from *Thomas Dodge Chrysler Jeep* of Highland to be the lowest responsive and responsible offered at the price of **\$41,627.00**, all pursuant to IC 5-22 and Section 3.05.060 (F)(3) of the Highland Municipal Code;

**Section 5.** That the Fire Chief is now authorized and approved to execute the purchase agreement and any additional documents in order to implement this purchase and then file these documents as financial materials with the Office of the Clerk-Treasurer, as required pursuant to IC 36-5-4-14.

**Be it so Ordered.**

**Duly, Passed and Ordered** by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 11<sup>th</sup> day of December 2023 having passed by a vote of 5 in favor and 0 opposed.

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

---

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

Attest:

---

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

*Instk*

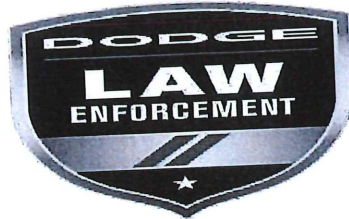
Thomas Dodge Chrysler Jeep of Highland, Inc.  
 9604 Indianapolis Blvd  
 Highland, IN 46322

Highland Fire Department  
 2901 Highway Avenue  
 Highland, IN 46322

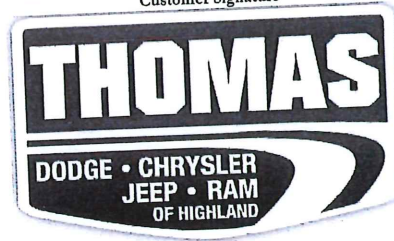
Quote	
Date	Quote #
12/4/2023	00KKG
Make/Model	Year
Dodge Durango Pursuit AWD	2023

Customer Phone	Customer Email		Attn:		
(219) 923-9876	m.pipta@highland.in.gov		Fire Chief Michael Pipta		
Item	Qty	Description	MSRP	Ext. Price	Total
WDEE75	1	Dodge Durango Pursuit AWD V6	\$43,620.00	\$39,027.00	\$39,027.00
22Z	1	5.7L V8 HEMI Upgrade	\$2,995.00	\$2,600.00	\$2,600.00
PW7	1	White Knuckle Clear Coat	N/C	N/C	\$0.00
			Total	\$41,627.00	
Phone	Contact Email		Contact		
(219) 924-3000	nicholasp@thomasautogroup.com		Nick Pash		

Dealer Signature



Customer Signature

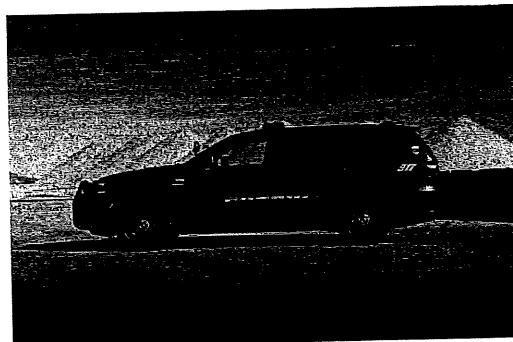


**2023 DODGE DURANGO PURSUIT AWD**  
***All New Police Friendly Setup! Column Shifter!***

**V6 Pentastar 293 HP / 260 Lb-Ft Torque – \$39,227.00**  
**V8 HEMI 360 HP / 390 Lb-Ft Torque – \$41,827.00**

**Major Included/Standard Items**

- \*6" Left LED Spotlight
- \*Red & White Dome Light
- \*Power Driver Seat
- \*Column Shifter
- \*Black Steel "Police" Wheels
- \*8.4" Touch Screen Radio
- \*Backup Camera
- \*220-Amp Alternator
- \*650 CCA Maintenance-free battery
- \*130 MPH Top Speed
- \*"Secure Park" Ignition Override
- \*Independent Front/Rear Suspension
- \*Vehicle System Interface Module
- \*Trailer Tow Group – \*NEW\*
- \*Blind Spot & Rear Cross Path Detection – \*NEW\*
- \*Cruise Control
- \*Dual Zone Climate Control
- \*Power Locks & Windows
- \*Traction Control
- \*Stability Control
- \*Bluetooth
- \*Backup Sensors
- \*Keyless Entry
- \*Front/Seat/Side Airbags
- \*4 Key Fobs
- \*Engine Idle/Hour Meter
- \*24.6 Gallon Fuel Tank
- \* Vinyl Floor
- \* Automatic Headlights
- \*8-Speed TorqueFlite Transmission\*
- \*5 Years or 100,000 Mile Powertrain Warranty\*



### **2023 DODGE DURANGO PURSUIT OPTIONS**

- \*4 Additional Key Fobs (8 Total) - \$103.00
- \*Fleet Key Alike (4 additional Key Fobs) - \$145.00
- \*Deactivate Rear Doors/Windows - \$77.00
- \*Dual LED Spotlights - \$522.00
- \*Floor Carpet w/mats - \$125.00
- \*Full Length Center Console - \$297.00
- \*18" Painted Aluminum Wheels - \$351.00
- \*Power Liftgate (Deletes Key Lock Cylinder) - \$395.00
- \*Skid Plate Group - \$297.00
- \*Technology Group - \$2,412.00
- \*Vinyl Rear Seat - \$121.00
- \*10.1" Touch Screen Radio with Navigation - \$986.00
- \*Delete Spotlight - (\$549.00 credit)

### **CHIEF-DETECTIVE-UNDERCOVER PACKAGE**

Based on the fully certified Durango Pursuit as listed, and available with either the 3.6L V-6 or the legendary 5.7L Hemi V-8, here's a really economical grouping that upgrades the Durango police to a conventional looking SUV with all the performance and durability you expect in a police SUV. Includes:

- \*18" Aluminum Wheels
- \*115V Auxiliary Power Outlet
- \*Full Length Floor Console
- \*Illuminated Cupholders
- \*Spotlight Delete
- \*Full Carpet w/Mats

**\$350.00 (NOT A MISPRINT!)**

\*Please note, per the factory, a Purchase Order (or an acceptable alternative) that specifies vehicle order quantity and price per vehicle is required. If one is not submitted within 30 days, the factory WILL cancel the order.



**Garber Chevrolet Highland**  
Robert Parkhurst | (219) 924-3344 Ext. 2835 | [rparkhurst@garberhighland.com](mailto:rparkhurst@garberhighland.com)

## Highland Fire Department

Prepared For: Michael Pipta  
(219) 923-9876  
[m.pipta@highland.in.gov](mailto:m.pipta@highland.in.gov)

2024 Chevrolet Tahoe 4WD Special Service Vehicle

### Table of Contents

- Quote Worksheet
- Standard Equipment
- Selected Model and Options
- Price Summary



**Garber Chevrolet Highland**

Robert Parkhurst | (219) 924-3344 Ext. 2835 | rparkhurst@garberhighland.com

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

**Quote Worksheet**

	MSRP
Base Price	\$52,750.00
Dest Charge	\$1,995.00
Total Options	\$50.00
<b>Subtotal</b>	<b>\$54,795.00</b>
<b>Subtotal Pre-Tax Adjustments</b>	<b>\$0.00</b>
	(\$3,803.00)
Less Customer Discount	(\$3,803.00)
<b>Subtotal Discount</b>	<b>(\$3,803.00)</b>
	\$0.00
Trade-In	(\$16,500.00)
2017 Chevrolet Silverado 1500 WT VIN: HG401143	(\$7,500.00)
2008 Chevrolet Suburban LT VIN: 8J249948	(\$24,000.00)
<b>Subtotal Trade-In</b>	<b>(\$24,000.00)</b>
<b>Taxable Price</b>	<b>\$26,992.00</b>
	\$0.00
Sales Tax	\$1.25
Indiana Tire Tax	\$1.25
<b>Subtotal Taxes</b>	<b>\$1.25</b>
	\$199.00
Documentation Fee	\$30.00
Title Convenience Fee	\$229.00
<b>Subtotal Post-Tax Adjustments</b>	<b>\$229.00</b>
<b>Total Sales Price</b>	<b>\$27,222.25</b>

**Comments:**

This is a quote for one New 2024 Tahoe 4WD Special Service Vehicle with two vehicles trade values deducted.

\_\_\_\_\_  
 Dealer Signature / Date

\_\_\_\_\_  
 Customer Signature / Date

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**Garber Chevrolet Highland**  
Robert Parkhurst | (219) 924-3344 Ext. 2835 | rparkhurst@garberhighland.com

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

### Standard Equipment

#### Mechanical

- Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)
- Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)
- Rear axle, 3.23 ratio
- Suspension Package, Premium Smooth Ride (STD)
- GVWR, 7500 lbs. (3402 kg) (4WD models only.) (STD)
- Keyless start, push button
- Automatic Stop/Start
- Engine control, stop/start system disable button, non-latching
- Engine air filtration monitor
- Fuel, gasoline, E15
- Transfer case, active, single-speed, electronic Autotrac does not include neutral. Cannot be dinghy towed (4WD models only. Deleted when (NHT) Max Trailering Package is ordered.)
- Differential, mechanical limited-slip
- 4-wheel drive
- Air filter, heavy-duty
- Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator
- Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
- Battery, 730 cold-cranking amps with 80 amp hour rating
- Alternator, 220 amps
- Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver
- Trailer sway control
- Hitch Guidance
- Suspension, front coil-over-shock with stabilizer bar
- Suspension, rear multi-link with coil springs
- Steering, power
- Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
- Exhaust, single system, single-outlet
- Mechanical Jack with tools

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## Garber Chevrolet Highland

Robert Parkhurst | (219) 924-3344 Ext. 2835 | rparkhurst@garberhighland.com

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

### Exterior

Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)  
Tires, 265/65R18SL all-season, blackwall (Standard with (PZX) 18" Bright Silver painted aluminum wheels only.) (STD)  
Wheel, full-size spare, 17" (43.2 cm)  
Tire, spare P265/70R17 all-season, blackwall  
Tire carrier, lockable outside spare, winch-type mounted under frame at rear  
Active aero shutters, upper  
Fascia, front  
Luggage rack side rails, roof-mounted, Black, standard (Available with (5W4) Special Services Vehicle.)  
Assist steps, Black with chrome accent strip  
Headlamps, LED  
Lamps, stop and tail, LED  
Mirrors, outside heated power-adjustable, manual-folding, body-color  
Mirror caps, body-color  
Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)  
Glass, acoustic, laminated  
Glass, windshield shade band  
Windshield, solar absorbing  
Wipers, front intermittent, Rainsense  
Wiper, rear intermittent with washer  
Door handles, body-color  
Liftgate, rear manual

### Entertainment

Audio system, Chevrolet Infotainment 3 system, 8" diagonal HD color touchscreen AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)  
Audio system feature, 6-speaker system  
SiriusXM, delete  
Infotainment display, 8" diagonal touchscreen  
Bluetooth for phone personal cell phone connectivity to vehicle audio system  
Wireless Apple CarPlay/Wireless Android Auto

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**Garber Chevrolet Highland**

Robert Parkhurst | (219) 924-3344 Ext. 2835 | [rparkhurst@garberhighland.com](mailto:rparkhurst@garberhighland.com)

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

**Entertainment**

Wi-Fi Hotspot capable (Standard with (UE1) OnStar only. Terms and limitations apply. See onstar.com or dealer for details.)

**Interior**

Seats, front 40/20/40 split-bench (Not available with (D07) center floor console and (USR) USB data ports.) (STD)

Seat trim, cloth

Seat adjusters, 8-way power includes 6-way power front passenger seat with 2-way power lumbar

Seat adjusters, 10-way power includes 8-way power driver seat with 2-way power lumbar

Seats, second row 60/40 split-folding bench, manual

Seats, third row 60/40 split-folding bench, manual (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.)

Electronic Precision Shift

Steering column lock, electrical

Steering column, manual tilt and telescopic

Steering wheel, urethane

Steering wheel controls, mounted audio, Driver Information Center, cruise control and Forward Collision Alert following gap button (if equipped) (left backside Seek/Scan steering wheel radio buttons are inoperable; these 2 buttons can be repurposed for aftermarket emergency equipment)

Driver Information Center, 4.2" diagonal color display includes driver personalization

Rear Seat Reminder

Door locks, power programmable with lockout protection and delayed locking (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, Auto Lockout is disabled on driver door.)

Keyless Open includes extended range Remote Keyless Entry

Cruise control, electronic with set and resume speed

Theft-deterrent system, content, electrical, unauthorized entry

USB data ports, 4 total; 2, one type-A and one type-C located within center console and 2, one type-A and one type-C located on instrument panel

USB charging-only ports, 4 type-C, (2) located on rear of center console and (2) in 3rd row (1 left and 1 right side below quarter glass side window) (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, (2) type-C ports are moved to the rear of center seat base and (2) type-C are moved to the cargo area. Deleted when (A50) front bucket seats are ordered.)

Window, power with driver Express-Up/Down

Window, power with front passenger Express-Up/Down

Windows, power with rear Express-Down

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## Garber Chevrolet Highland

Robert Parkhurst | (219) 924-3344 Ext. 2835 | rparkhurst@garberhighland.com

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

### Interior

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants

Air conditioning, rear

Defogger, rear-window electric

Power outlets, 2, 120-volt, located on the rear of the center seat and rear cargo area

Power outlet, front auxiliary, 12-volt, located in the center stack of instrument panel

Mirror, inside rearview manual day/night

Visors, driver and front passenger illuminated vanity mirrors, sliding

Assist handles, overhead, driver and front passenger, located in headliner

Assist handles, front passenger A-pillar and second row outboard B-pillar (Deleted when SEO (7X2) left- and right-hand spotlamps or SEO (7X3) left-hand spotlamp are ordered.)

Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. On Police/Special Service vehicles, the control switch is located in the roof console in lieu of the driver- and passenger-side door switch with delayed entry feature.

Cargo management system

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

### Safety-Mechanical

Automatic Emergency Braking

Hill Start Assist

StabiliTrak, stability control system with brake assist, includes traction control

### Safety-Exterior

Daytime Running Lamps, reduced intensity low beam

### Safety-Interior

Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Deleted when (A50) front bucket seats are ordered. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Front and Rear Park Assist

Following Distance Indicator (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)

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## Garber Chevrolet Highland

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

### Safety-Interior

HD Rear Vision Camera

Front Pedestrian Braking (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)

Lane Keep Assist with Lane Departure Warning (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)

Forward Collision Alert (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, defaulted off. Feature can be turned on in the Infotainment menu.)

Door locks, rear child security, manual

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions (Deleted when (ATZ) second row seat delete is ordered.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Deleted when (UDA) vehicle deactivated communication system is ordered. OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See [onstar.com](http://onstar.com) for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

### WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

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**Garber Chevrolet Highland**

Robert Parkhurst | (219) 924-3344 Ext. 2835 | rparkhurst@garberhighland.com

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

**Selected Model and Options**

MODEL		MSRP
CODE	MODEL	
CK10706	2024 Chevrolet Tahoe 4WD 4dr Commercial	\$52,750.00

COLORS	
CODE	DESCRIPTION
GAZ	Summit White

SUSPENSION PKG		MSRP
CODE	DESCRIPTION	
ZW7	Suspension Package, Premium Smooth Ride (STD)	\$0.00

EMISSIONS		MSRP
CODE	DESCRIPTION	
FE9	Emissions, Federal requirements	\$0.00

ENGINE		MSRP
CODE	DESCRIPTION	
L84	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)	\$0.00

TRANSMISSION		MSRP
CODE	DESCRIPTION	
MHU	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.

GVWR		MSRP
CODE	DESCRIPTION	
C6H	GVWR, 7500 lbs. (3402 kg) (4WD models only.) (STD)	\$0.00

AXLE		MSRP
CODE	DESCRIPTION	
GU5	Rear axle, 3.23 ratio	\$0.00

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**Garber Chevrolet Highland**

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( Complete )

**PREFERRED EQUIPMENT GROUP**

CODE	DESCRIPTION	MSRP
1FL	Commercial Preferred Equipment Group includes standard equipment	\$0.00

**WHEEL TYPE**

CODE	DESCRIPTION	MSRP
PZX	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)	\$0.00

**TIRES**

CODE	DESCRIPTION	MSRP
QDF	Tires, 265/65R18SL all-season, blackwall (Standard with (PZX) 18" Bright Silver painted aluminum wheels only.) (STD)	\$0.00

**PAINT**

CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00

**SEAT TYPE**

CODE	DESCRIPTION	MSRP
AZ3	Seats, front 40/20/40 split-bench (STD)	\$0.00

**SEAT TRIM**

CODE	DESCRIPTION	MSRP
H1T	Jet Black, Cloth seat trim (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	\$0.00

**RADIO**

CODE	DESCRIPTION	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal HD color touchscreen AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	\$0.00

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 Data Version: 21128. Data Updated: Dec-4, 2023 6:41:00 PM PST.





**Garber Chevrolet Highland**

Robert Parkhurst | (219) 924-3344 Ext. 2835 | rparkhurst@garberhighland.com

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

**ADDITIONAL EQUIPMENT - PACKAGE**

CODE	DESCRIPTION	MSRP
5W4	Identifier for Special Service vehicle includes (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power and vehicle signals for customer connection located at the center front floor, auxiliary battery circuit for customer connection located in the rear cargo area, (RC1) front skid plate, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires, (V53) delete luggage rack side rails, (ATD) third row seat delete and (NP0) active single-speed transfer case *Upon selection of this option the base price will change*	\$0.00

**ADDITIONAL EQUIPMENT - MECHANICAL**

CODE	DESCRIPTION	MSRP
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating (packaged behind left rear cargo area panel) (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
KX4	Alternator, 250 amps (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
V76	Recovery hooks, 2 front, frame-mounted, Black (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle. Required on all models going to Alaska, Guam, Hawaii, Puerto Rico and Virgin Islands. All Tahoe (9C1) and (5W4) vehicles include front fascia with recovery hook openings.)	\$50.00
RC1	Skid plate, front (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
—	Capless Fuel Fill (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
UT7	Ground wires, blunt cut cargo area and blunt cut console area (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
T66	Wiring provision, for outside mirrors and cargo side mirrors (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
5J9	Calibration, taillamp flasher, Red/White (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
5LO	Calibration, taillamp flasher, Red/Red (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.

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 Data Version: 21128. Data Updated: Dec 4, 2023 6:41:00 PM PST.



**Garber Chevrolet Highland**

Robert Parkhurst | (219) 924-3344 Ext. 2835 | rparkhurst@garberhighland.com

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

**ADDITIONAL EQUIPMENT - EXTERIOR**

CODE	DESCRIPTION	MSRP
RM7	Wheel, full-size spare 17" x 8" (43.2 cm x 20.3 cm) steel (Included and only available with (5W4) Special Service Vehicle.)	Inc.
WUA	Fascia, front high-approach angle (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
V53	Luggage rack side rails, delete (Included with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) *CREDIT*	Inc.
—	Exterior ornamentation delete (front & rear Chevrolet bowties will remain) (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.

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**Garber Chevrolet Highland**

Robert Parkhurst | (219) 924-3344 Ext. 2835 | rparkhurst@garberhighland.com

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

**ADDITIONAL EQUIPMENT - INTERIOR**

CODE	DESCRIPTION	MSRP
ATD	Seat delete, third row passenger *CREDIT*	Inc.
VZ2	Speedometer calibration (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
—	Instrumentation, analog with certified 140 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
AX2	Key, unique Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
BTV	Remote start	\$300.00
—	Theft-deterrent system, vehicle, PASS-Key III (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
—	Power supply, 50-amp, power supply, auxiliary battery passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
—	Power supply, 100-amp, auxiliary battery, rear electrical center (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
5J3	Calibration, Surveillance Mode interior lighting (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
BCV	Lock control, driver side auto door lock disable (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
5Y1	Front center seat (20% seat) delete power driver and passenger bucket seats in base cloth trim. Derived from RPO (AZ3) 40/20/40 split-bench seat with the 20% section removed, which also removes the auxiliary power outlet, USB port and input jack for audio system. Does not include floor console. All exposed floor area will remain untrimmed. (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle. Also requires (BG9) Black rubberized vinyl floor covering. Not available with (A50) front bucket seats or (B30) color-keyed carpeting floor covering.)	\$0.00

**ADDITIONAL EQUIPMENT - SAFETY-INTERIOR**

CODE	DESCRIPTION	MSRP
—	Seat belts, 3-point, all seating positions (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
R9L	Deleted 3 Years of Remote Access. (Requires (UE1) OnStar. Included and only available on vehicles being shipped to Puerto Rico, the Virgin Islands, or Guam.) *CREDIT*	(\$300.00)

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**Garber Chevrolet Highland**

Robert Parkhurst | (219) 924-3344 Ext. 2835 | rparkhurst@garberhighland.com

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

**ADDITIONAL EQUIPMENT - OTHER**

CODE	DESCRIPTION	MSRP
VXT	Incomplete vehicle (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle. Included and only available with (ATZ) rear seat delete.)	Inc.
—	Protected Idle allows vehicle engine to remain idling and vehicle immobilized while FOB is outside vehicle (Included and only available (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	Inc.
<b>Options Total</b>		<b>\$50.00</b>

**Price Summary**

**PRICE SUMMARY**

	MSRP
Base Price	\$52,750.00
Total Options	\$50.00
Vehicle Subtotal	\$52,800.00
Destination Charge	\$1,995.00
<b>Grand Total</b>	<b>\$54,795.00</b>

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Dec 5, 2023

Page 13

3. **Works Board Order No. 2023-38: A Joint Resolution of the Board of Works, Water Works Board and Sanitary Board.** An Order Approving and Authorizing the First Change Order to the Construction Contract with Grimmer Construction, Inc. related to the 2023 CCMG Parkway Drive Improvement Project Contract 2, DES. NO. 2300395, all pursuant to I.C. 36-1-12-18 and accepting the recommendation of Nies

Engineering, Incorporated to decrease the net cost to the original agreement between the Town of Highland and Grimmer Construction in the amount of Three thousand One Hundred Forty-one Dollars and eighty-five cents (\$3,141.85).

Councilor Smith moved to approve Works Board Order No.2023-38. Councilor Schocke seconded. Upon a roll call vote, there were five (5) affirmatives and no negatives. The motion passed and Works Board Order No. 2023-38 was adopted pending the signature of the municipal executive.

TOWN OF HIGHLAND  
BOARD OF WORKS  
ORDER OF THE WORKS BOARD NO. 2023-38

WATER WORKS DISTRICT OF HIGHLAND  
BOARD OF WATER WORKS DIRECTORS  
RESOLUTION NO. 2023-13

SANITARY DISTRICT OF HIGHLAND  
BOARD OF SANITARY COMMISSIONERS  
RESOLUTION NO. 2023-31

A JOINT RESOLUTION OF THE BOARD OF WORKS, WATER WORKS BOARD AND SANITARY BOARD APPROVING AND AUTHORIZING CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN THE HIGHLAND BOARD OF WORKS AND GRIMMER CONSTRUCTION, INC. FOR THE PARKWAY DRIVE IMPROVEMENT PROJECT CONTRACT 2 (CCMG DES. No. 2300395)

**Whereas**, The Town of Highland, through its Board of Works pursuant to IC 36-1-2-24(3) and IC 36-1-12, has determined the need to make certain public improvements and repairs to roadway infrastructure along the 8600-8800 blocks of Parkway Drive and a 150-ft portion of Kenilworth Avenue directly adjoining Parkway Drive (including pavement, curb and gutter, sidewalk, driveway aprons and parkway trees) and has hereto approved a project to be described as the Parkway Drive Improvement Project (Project); and

**Whereas**, The Water Works District of Highland (WW District), through its Board of Directors pursuant to IC 8-1.5-4 and IC 36-1-12, has determined the need to replace and upsize the existing water mains within the Project boundaries, as described herein, in order to improve water flow and water quality; has determined that it would be in the best interest of the Water Works District to coordinate the work with the Project; and has agreed to fund its share of the construction costs and engineering services necessary to complete the work; and

**Whereas**, The Sanitary District of Highland (SD District), through its Board of Commissioners pursuant to IC 36-9-25 and IC 36-1-12, has determined the need to replace certain storm sewer infrastructure within the Project boundaries, as described herein; has determined that it would be in the best interest of the Sanitary District to coordinate the

work with the Project; and has agreed to fund its share of the construction costs and engineering services necessary to complete the work; and

**Whereas**, the Town of Highland has applied for and was successfully awarded a Community Crossings Matching Grant from the State of Indiana in the amount of Three Hundred Eighty-five Thousand Three Hundred Fifty-six Dollars and No Cents (\$385,356.00) to be used toward the cost of street and storm sewer improvements for the Project; and

**Whereas**, On May 22, 2023, Town Council through its Board of Works, adopted Order of the Works Board 2023-14, on May 25, 2023, the Water Works District adopted Joint Resolution No. 2023-06 and on June 6, 2023, the Sanitary Board adopted Joint Resolution No. 2023-11, awarding a Project to Grimmer Construction, Inc. the total amount of Seven Hundred Four Thousand Three Hundred Fifty-one Dollars and No Cents (\$704,351.00) for Contract 2 (CCMG DES NO. 2300395), to be the lowest responsive and responsible bid; and

**Whereas**, during the course of construction of the Project, it has become necessary to change or alter the original specifications of the project and/or to increase or decrease the planned material quantities; and

**Whereas**, NIES Engineering, Inc., a licensed engineer performing construction engineering services on this project, has specifically identified and presented Change Order No. 1, attached herewith, which details the changes and alterations to the Project which has an overall net decrease in the total contract amount of Three Thousand One Hundred Forty-one Dollars and Eighty-five Cents (\$3,141.85); and

**Whereas**, the overall change in cost, as determined by NIES, is allocated as follows: a decrease to the Board of Works in the amount of Eleven Thousand Three Hundred Ninety-two Dollars and Five Cents (\$11,392.05), a decrease to the Water Works Board in the amount of One Thousand Seven Dollars and Forty Cents (\$1,007.40), and an increase to the Sanitary Board in the amount of Nine Thousand Two Hundred Fifty-seven Dollars and Sixty Cents (\$9,257.60); and

**Whereas**, The Town of Highland, through its Board of Works, now desires to approve and authorize the Change Order as described; and

**Whereas**, The Water Works District of Highland, through its Board of Directors, now desires to approve and authorize the Change Order as described; and

**Whereas**, The Sanitary District of Highland, through its Sanitary Board of Commissioners, now desires to approve and authorize the Change Order as described; and

**Now, Therefore Be it Resolved** by the Board of Works of the Town of Highland, the Board of Directors of the Highland Water Works District and the Board of Commissioners of the Highland Sanitary District as follows:

**Section 1.** That the First Addendum to the Construction Contract with Grimmer Construction, Inc. for the Parkway Drive Improvement Project – Contract 2 (CCMG Des. No. 2300395), as prepared by NIES Engineering, Incorporated, a licensed engineer performing construction engineering services on this Project, is hereby determined to be directly related to the original project and is hereby approved, adopted, and ratified in each and every respect;

**Section 2.** That this addendum is hereby ordered to be known as Change Order No. 1, issued to overall decrease net changes to the original agreement in the amount of Three Thousand One Hundred Forty-one Dollars and Eighty-five Cents (\$3,141.85), bringing the total value of the entire agreement with any and all change orders approved to date to Seven Hundred One Thousand, Two Hundred Nine Dollars and Fifteen cents (\$701,209.15) allocated as follows:

Board of Works	(\$11,392.05)
Water Works District	(\$1,007.40)
<u>Sanitary Board</u>	<u>\$9,257.60</u>
Total Change Order Amount	(\$3,141.85)

; and

**Section 4.** That the proper officers hereby be and are authorized to execute the necessary documents with their signatures.

**Duly Adopted, Resolved and Ordered** by the Town of Highland, Board of Works, Lake County, Indiana, this 11<sup>th</sup> day of December, 2023. Having been passed by a vote of 5 in favor and 0 opposed.

TOWN OF HIGHLAND, INDIANA  
BY ITS BOARD OF WORKS:

\_\_\_\_\_  
Tom Black, President

Attest:

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

**Duly Adopted, Resolved and Ordered** by the Highland Water Works District, Board of Directors, Lake County, Indiana, this 28<sup>th</sup> day of December, 2023. Having been passed by a vote of \_\_\_\_ in favor and \_\_\_\_ opposed.

HIGHLAND WATER WORKS DISTRICT  
BY ITS BOARD OF DIRECTORS:

\_\_\_\_\_  
George A. Smith, President

*Attest:*

---

Richard E. Volbrecht Jr., Secretary

**Duly Adopted, Resolved and Ordered** by the Highland Sanitary District, Board of Commissioners, Lake County, Indiana, this 19<sup>th</sup> day of December, 2023. Having been passed by a vote of \_\_\_\_ in favor and \_\_\_\_ opposed.

**HIGHLAND SANITARY DISTRICT  
BY ITS BOARD OF COMMISSIONERS:**

---

Richard J. Garcia, President

*Attest:*

---

David Jones, Secretary

4. Authorizing the proper officer to publish legal notice of a public hearing: A Public Hearing to consider additional appropriations in the amount of \$111,338.80 in the Community Crossing Fund. If approved, the public hearing will be held on December 27, 2023, at 6:30 P.M. O'clock in the Municipal Building, 3333 Ridge Road, Highland.

Councilor Schocke moved to authorize the publication of a legal notice of a public hearing to consider proposed additional appropriations in the Community Crossing Fund in the amount of \$111,338.80 as indicated. Councilor Zemen seconded. Upon a roll call vote, there were five (5) affirmatives and no negatives. The motion passed. The publication and hearing were approved. The meeting will take place on the 27th day of December. The meeting is scheduled to begin at 6:30.

TOWN OF HIGHLAND  
NOTICE TO TAXPAYERS OF PROPOSED ADDITIONAL  
APPROPRIATIONS

Notice is hereby given the taxpayers of the Town of Highland, Lake County, Indiana, that the Town Council of said Municipality in said Municipal Building, 3333 Ridge Road, at 6:30 p.m. on the 27th day of December 2023, will consider the following additional appropriations in excess of the budget for the current year in the following funds:

Community Crossing Grant

Acct. 2405-0000-41020 CCMG Projects 2023 Parkway Drive	\$111,338.80
<b>Total 400 Series:</b>	<b>\$111,338.80</b>

**TOTAL for the FUND:** \$111,338.80

Funds to support these additional appropriations in the Community Crossing Grant Fund shall be supported by miscellaneous revenue, unreserved unobligated fund balance on deposit to the credit of the fund.

Taxpayers appearing at such meeting shall have a right to be heard thereon. The additional appropriations, as finally made, will be filed with the Department of Local Government Finance, for its review. The Department of Local Government Finance shall make a written determination of the sufficiency of funds within fifteen days of receipt of a certified copy of the action taken.

TOWN COUNCIL of HIGHLAND  
Tom Black, President

By: Mark Herak  
Clerk-Treasurer

**Town of Highland • Office of the Town Clerk-Treasurer**  
Highland Municipal Building • 3333 Ridge Road • Highland, Indiana 46322

Thursday December 7, 2023

ATTENTION LEGAL NOTICES

Ms. Nicole Muscari  
Amanda Koepp  
Christina Palama  
Customer Service Representative  
The Times  
601- 45th Avenue  
Munster, Indiana 46321

*Sent Via Facsimile & Electronic Transmission*

Re: **Legal Notice for Hearing on Proposed Additional Appropriations in the Community Crossing Grant Fund**

Dear Nicole Muscari, Amanda Koepp, Christina Palma:

Hello. Attached, please find one (1) notice for a public hearing regarding proposed additional appropriations in the **Community Crossing Grant Fund** as indicated. Please publish this notice **one (1) time** in satisfaction of I.C. 6-1.1-18-5 *et seq.* and I.C. 5-3-1-2(b). *I have also sent this request by electronic mail.*

The enclosed notice should be published *on or before* **Thursday, December 14, 2023**. As always, please send two (2) proofs of publication for our files. We should have these proofs as soon as possible following their publication in order to permit the Town Attorney to review them prior to the hearing. Our hearing is set for *Monday, December 27, 2023*.

If you have any questions, please feel free to contact me. Thank you for the processing of these requests. Also, if you will, please confirm your receipt by emailing me [mherak@highland.in.gov](mailto:mherak@highland.in.gov).

Again, I thank you very much.

Sincerely,

Mark Herak  
Clerk-Treasurer  
Enclosures:  
(1) Notice for Community Crossing Grant Fund



Authorizing the proper officer to publish legal notice of a public hearing: Public Hearing to consider additional appropriations in the amount of \$111,338.80 in the Community Crossing Grant Fund.

5. **Works Board No. 2023-40:** Works Board Order Contract for Ambulance Services with The Town of Griffith.

Councilor Zemen moved to approve Works Board Order No.2023-40. Councilor Scheeringa seconded. Upon a roll call vote, there were five (5) affirmatives and no negatives. The motion passed and Works Board Order No. 2023-40 was adopted pending the signature of the municipal executive.

The Town of Highland  
Board of Works  
Order of the Works Board No. 2023-40

An Order Authorizing and Approving An agreement between and among Superior Air-Ground Ambulance Service of Indiana, Incorporated and the Towns of Highland and Griffith to Provide Ambulance Services for the Towns

**Whereas,** The Towns of Highland and Griffith, through their Town Councils, which are the Works Boards of the Municipalities, (confer with I.C. 36-1-2-24(3)) have heretofore determined that a need exists to seek proposals from reputable operators to provide emergency ambulance services for the two Towns jointly; and

**Whereas,** The Towns of Highland and Griffith, through their Town Councils, which are the Works Boards of the Municipalities, (confer with I.C. 36-1-2-24(3)) have

heretofore received replies to their requests for proposals, conducted public contemporaneous meetings and determined to jointly act through the terms of the Interlocal Government Cooperation Act to cooperatively provide and manage ambulance services for the benefit of both Towns and their residents; and

**Whereas**, Superior Air-Ground Ambulance Service of Indiana, Incorporated, (Provider) following its selection by both the Town of Highland and the Town of Griffith has offered and presented an agreement to provide and furnish **emergency ambulance and medical services**, in consideration for fees to be charged and billed to patients, based upon the value of the work completed and in amounts and schedules set forth in its agreement; and

**Whereas**, The Town of Highland, has been reliably advised that the Town of Attorneys of both communities have favorably reviewed the agreement as presented by the Provider and represent that the agreement is ready for acceptance and approval;

**Whereas**, The Town of Highland, has been reliably advised that the Town of Griffith through its Board of Works now desires to accept and approve the agreement for services as herein described; and

**Whereas**, The Town of Highland, through its Board of Works now desires to accept and approve the agreement for services as herein described.

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

**Section 1.** That the cooperative effort between and among the Town of Highland and the Town of Griffith to provide joint ambulance services is affirmed, ratified and approved as being in the public interest, providing the services of value to the residents of both communities;

**Section 2.** That the Ambulance Service Provider Agreement (incorporated by reference and made a part of this order) between Superior Air-Ground Ambulance Service of Indiana, Incorporated and the Towns of Highland and Griffith, is hereby approved, adopted and ratified in each and every respect, all pursuant to IC 16-31-5-3(B);

**Section 3.** That the usual and customary charges of \$1,900 for BLS ER A0429 basic life support services (BLS ER), \$2,500 for ALS ER A0427 advanced life support services (ALS ER), \$3,350 for ALS ER- Critical A0433 advanced life support service critical, \$300 for Level One dry runs, \$600 for Level Two dry runs, \$900 for Level Three dry runs and \$39 per mile for transporting with a patient(s) under the agreement for described services are found to be reasonable and fair;

**Section 4.** That the Town Council President be authorized to execute the Agreement with his signature as attested thereto by the Clerk-Treasurer.

Be it so Ordered.

DULY, PASSED, ADOPTED and ORDERED by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 11<sup>th</sup> day of December 2023 having passed by a vote of 5 in favor and 0 opposed.

WORKS BOARD of the TOWN of  
HIGHLAND, INDIANA

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

Attest:

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

**AMBULANCE SERVICES AGREEMENT**

THIS AGREEMENT is made this 11th day of December, 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 collectively 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 Lake County in 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

Town 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: \_\_\_\_\_  
\_\_\_\_\_

Printed Name: Rick Ryfa  
\_\_\_\_\_

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

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

By: \_\_\_\_\_

Printed Name: Mary Franco  
\_\_\_\_\_

Its: Vice President  
\_\_\_\_\_

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

**TOWN OF HIGHLAND, INDIANA**

By: \_\_\_\_\_

Printed Name: Thomas (Tom) Black

Its: Highland 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 and Festival.

Home Varsity Football Games

Highland's BBQ Fest.

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

DRY RUNS		
LEVEL ONE	\$	300
LEVEL TWO	\$	600
LEVEL THREE	\$	900

Addition 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.

6. **Resolution No. 2023-35:** A Resolution Of The Fiscal Body Of The Town Of Highland Fixing The Official Faithful Performance Bond Of The Municipal Fiscal Officer Pursuant To I.C. 5-4-1 Et Seq.

Councilor Schocke moved the passage and adoption of Resolution No. 2023-35. Councilor Zemen seconded. Upon a roll call vote, there were five (5) affirmatives and no negatives. The motion passed. Resolution 2023-35 was adopted.

TOWN of HIGHLAND  
Town Council Resolution No. 2023-35

A RESOLUTION of the FISCAL BODY of the TOWN of HIGHLAND FIXING the OFFICIAL FAITHFUL PERFORMANCE BOND of the MUNICIPAL FISCAL OFFICER PURSUANT to I.C. 5-4-1 et seq.

**WHEREAS**, The Town Council of the Town of Highland serves as both the legislative and fiscal body of the municipality, all pursuant to I.C. 36-1-2-6, I.C. 36-1-1-2-9 and I.C. 36-5-2-2;

**WHEREAS**, The Clerk-Treasurer is required to file an individual surety bond conditioned on the Clerk-Treasurer's faithful performance of the duties of the office of clerk-treasurer, including the duty to comply with I.C. 35-44-1-22 pursuant to I.C. 5-4-1-18(a)(2) with such filing subject to I.C. 5-4-1-9;

**WHEREAS**, The Highland Town Council now desires to comply with the provisions of law identified herein,

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



**Section 1.** That the Town Council hereby fixes the Individual surety for the clerk-treasurer for the year **2024** in the amount of Three Hundred Thousand Dollars **(\$300,000)**;

**Section 2.** That the Town Council hereby finds and determines that the subject amount fixed for the bond is established according to the values and thresholds set forth in I.C. 5-4-1-18(e), which particularly states in pertinent part:

(A) The amount must equal thirty thousand dollars (\$30,000) for each one million dollars (\$1,000,000) of receipts of the officer's office during the last complete fiscal year before the purchase of the bond, that amount being in Fiscal Year 2023 receipts of *forty-six million, six hundred one thousand, five hundred fifty dollars* (\$46,601,550) for the purposes of the clerk-treasurer surety; and

(B) The amount may not be less than Thirty Thousand dollars (\$30,000) **nor more than** Three Hundred Thousand Dollars (\$300,000);

**Section 3.** That the Clerk-Treasurer be instructed and authorized to procure a surety bond pursuant to this resolution and that the proper officers take such steps as necessary to carry out the objects and purposes of this resolution;

**Section 4.** That the signature of the proper officer engrossed upon on the surety bond, shall represent the approval by the legislative body as set forth in IC 5-4-1-8(a)(6).

**DULY RESOLVED and ADOPTED** this 11th Day of December 2023, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of 5 in favor and 0 opposed.

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

\_\_\_\_\_  
Tom Black, President

Attest:

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

7. Meeting Rescheduling. Cancellation of standing plenary meeting on December 25, 2023 and rescheduling to December 27, 2023 at 6:30 o'clock p.m. owing to the holiday.

Councilor Scheeringa moved to cancel the Plenary Meeting for Monday, December 25,

2023, owing to the Christmas Day Holiday and reschedule the Plenary Meeting for Wednesday, December 27, 2023. Councilor Smith seconded. Upon a roll call vote, there were five (5) affirmatives and no negatives. The motion passed. The meeting on December 25, 2023 is cancelled and rescheduled to Wednesday, December 27, 2023.

8. Works Board Order No. 2023-41: An Order Authorizing and Approving the Payment of Elective Honoraria to the Select Event Participants in Recognition of and in their Goodwill for their Assistance and Support of the Events under the Community Events Commission and Authorizing the Payment of Elective Honoraria for Their Participation in the Annual Highland Santa March, the Memorial Day Service and the 4<sup>th</sup> of July Celebration.

Councilor Smith moved to approve Works Board Order No.2023-41 Councilor Scheeringa seconded. Upon a roll call vote, there were five (5) affirmatives and no negatives. The motion passed and Works Board Order No. 2023-41 was adopted pending the signature of the municipal executive.

The Town of Highland  
Works Board Order No. 2023-41

An Order Authorizing, and Approving the Payment of Elective Honoraria to the Select Event Participants in Recognition of and in Goodwill for their Assistance and Support of the Events under the auspicious of the Community Events Commission and Authorizing the Payment of Elective Honoraria for Their Participation in the Annual Highland Santa March, the Memorial Day Service and the 4<sup>th</sup> of July Celebration.

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

**Whereas,** The Highland Community Events Commission and the Town Council of Highland did rely on the support and special services of the many volunteers from community groups in carrying out its programming for the year;

**Whereas,** The Town Council has been reliably advised that it has been customary and is highly desirable for the payment of an honorarium or stipend to some of the participating groups in recognition of their laudable support and contribution to the special event programming during the recent Santa March; and

**Whereas,** The Town Council has been further reliably advised that many volunteers from community groups did expend time and creative process to support the Town of Highland's community programming during the Santa March; and

**Whereas,** Under its authority of IC 36-1-3, the Town Council passed and adopted Section §2.35.030 of the Highland Municipal Code which provides in pertinent part that the Town Council is authorized to budget and appropriate funds from the general fund of the town to pay the expenses incurred in promoting the best interests of the town and

that such expenses may include, but not necessarily be limited to those incurred in developing relations with other units of government or any other expenses of civic or governmental nature deemed by the Town Council to be in the interests of the Town; and,

**Whereas,** The Town Council has reviewed the matter, and now desires to make findings and determinations related to the support and authorization of the awarding of honoraria to certain groups,

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

**Section 1.** That the following named groups, bands or individuals, which participated in the most recent **Santa March**, as identified be paid an elective honorarium in the amount specified, in appreciation and recognition of this participation as follows:

(A)	Wilfred Anikabi	\$ 100.00
(B)	Eleanor Anderson	\$ 100.00
(C)	Brynne Widiger	\$ 100.00

**Section 2.** That the Town Council hereby finds and determines that the forgoing activities and items of expense are lawful and proper expenses incurred in promoting the best interests of the Town as set forth in Section §2.23.030 of the Highland Municipal Code which reads as follows:

§ 2.35.030 AUTHORITY OF TOWN COUNCIL TO REIMBURSE TOWN OFFICIALS FOR CERTAIN EXPENSES.

*The Town Council is hereby authorized to budget and appropriate funds from the general fund of the town to pay the expenses of, and to reimburse, town officials for expenses incurred in promoting the best interests of the town. Such expenses may include, but not necessarily be limited to meals, decorations, memorabilia, awards, expenses incurred in interviewing job applicants, expenses incurred in promoting industrial, commercial, and residential development, expenses incurred in developing relations with other units of government, and any other expenses of civic or governmental nature deemed by the Town Council to be in the interests of the town.*

**Section 3.** That the Town Council further finds and determines that the activities and expenses as described herein, if not paid from the Corporation General Fund, are uses and expenditures consistent with the purposes of the Special Events Non Reverting Fund, when proper appropriations are accordingly approved;

**Section 5.** That the Clerk-Treasurer is hereby authorized and instructed to prepare sufficient accounts payable vouchers against the appropriate fund and accounts for the benefit of each of the several identified groups, depicting the expense as an Honorarium, in the amount herein fixed, for its benefit, to pay all other groups as indicated and to take such other measures to carry-out the purposes and objects of this order;

**Section 6.** That the Clerk-Treasurer is hereby authorized and instructed to prepare sufficient accounts payable vouchers against the appropriate fund or funds and accounts for the benefit of each of the several named parties herein identified, depicting the expense as an Honorarium or Stipend, in the amount herein fixed, to be paid according to law;

**Section 7.** That any actions taken by public officers in advance and in anticipation of the passage and adoption of this order, are hereby ratified, all pursuant to IC 36-1-4-16.

**Be it so ordered.**

**DULY, PASSED and ORDERED** by the Town Council of the Town of Highland, Lake County, Indiana, acting as the Works Board, this 11<sup>th</sup> day of December 2023, having passed by a vote of 5 in favor and 0 opposed.

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

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

Attest:

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

**Comments from the Town Council:**

*(Good of the order)*

- **Councilor Bernie Zemen:** *Liaison to the Board of Water Works Directors • Liaison and Plan Commission Member • Liaison to the Tree Board • Liaison to the Highland Neighbors for Sustainability.*

Councilor Zemen acknowledged Ken Mika, Building Commissioner who said that this past Wednesday's, the Plan Commission met in study session with a representative from Torrenga Engineering and the developer of a parcel of land in the 9100 block of Indianapolis Boulevard which is currently in acreage and the developer wants to subdivide the property. Part of the property is on Indianapolis Boulevard and part of the property is on Spring Street. It appears as if the developer is going to proceed and will appear later this month before the Plan Commission.

Councilor Zemen said the rest of his Boards will meet later in the month.

**Councilor Toya Smith:** • *Sanitary Board Liaison* • *Public Works Liaison* • *Advisory Board of Zoning Appeals Liaison* • *Liaison to the Building and Inspections.*

Councilor Smith acknowledged Ken Mika, Building Commissioner who said there are two (2) items currently on the agenda for the BZA, with one being a request for a fence set back in the 8800 block of Woodward and another requesting an increase in the amount of square footage allowed for an addition in the 9900 block of Southmoor.

Councilor Smith then acknowledged Mark Knesek, Public Works Director who said even though the leaf season is over, they are going to keep one truck out for the next several weeks picking up the pile of leaves that the residents put out late. He said they have already had a couple of salt events this month. The other day, it rained around 3:00 o'clock a.m. and with the temperature below freezing, the roads became slick. We put crews out right away to salt the streets. By morning, with the temperatures rising, the streets were clear. He said they particular want to sale the school zones. He said they continue to experience water main breaks. He said someone called when they saw all of these birds taking a bath in the water pond in their back yard. They don't have a water pond in their back yard and it turned out to be a water break. He said crews were working on a water main break on 43<sup>rd</sup> Street. He said he was going to bring it up to the Water Board as it is a 2" line and probably seventy (70) years old. He would like to take the residents off the 2" line and put them on the eight (8) inch line. The water pressure for the residents will increase.

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

Councilor Schocke began by acknowledging Park Superintendent Alex Brown who said as he was walking in, he was asked why Lincoln Center was so crowded roughly eleven (11) day ago? Pop Warner had originally planned on having their awards banquet at the high school cafeteria. They had over four (400) hundred members sign up for the event which made the high school cafeteria too small. Pop Warner moved they're event to the Lincoln Center Field House. The park crew really had to hustle to set up in time. He said there is another big event going on in the field house this Friday as youth dance show case is taking place. That is usually a big event as the kids have been working hard all fall to prepare for it. He reminded everyone that the Community Concert Band is having their Christmas Concert, next Thursday, at Monbeck Auditorium. He said the members of the

Community Concert Band are individuals who played an instrument in high school and who want to keep playing. They perform maybe five (5) concerts a year. He said the Park Department's winter/spring brochure will hit the streets next week. He said the Park Board is going to change the Park Board meeting scheduled for next week because the Town Hall is closed next Friday and Monday and they want to make sure the claims are processed before the holidays and distributed. He said the self-defense instructors are having a babysitting night this Friday to parents to have a night out for any last minute Christmas shopping that they need to get done.

- **Councilor Philip Scheeringa:** *Town Board of Metropolitan Police Commissioners Liaison • Fire Department, Liaison • Chamber of Commerce Liaison • • Information Communications and Technology Department Liaison.*

Councilor Scheeringa began by acknowledging Fire Chief Mike Pipta who reviewed the fire stats for the month of November. For the month of November, the Fire Department responded to 46 calls, bringing the year to date total of 447 calls. He said, the Fire Department was hoping that Truck 2 would be finished decaled and returned next week so they can begin mounting the equipment and schedule training on the new truck. He said two (2) of the students at the fire academy passed their firefighter 1 and 2 tests with scores of 94% and 98% respectively. He said he will be attending their graduation ceremony next Friday at Wheeler High School. He said Shop with the Fireman is schedule at Target, next Monday, December 18<sup>th</sup>.

**Mark Herak**

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**From:** Denise Beck  
**Sent:** Tuesday, December 5, 2023 11:43 AM  
**To:** Mark Herak; Chad Kinley  
**Cc:** Michael Pipta  
**Subject:** November Fire Department Stats

Good Morning Mark and Chad,

November 2023 Stats

Types of Calls:	2023	YTD
General Alarms	10	90
Paid Still Alarms	36	303
Totals	46	393

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

Councilor Scheeringa then called upon Chief Potesta. Chief Potesta updated the Council that there was a burglary at Highland furs on the Boulevard. There are no suspects at this time. The detectives are analyzing videos. He said there was another dog bite on December 2<sup>nd</sup>. He emphasized it wasn't the same pack of dogs as before, as those dogs are gone as the owners moved out of Town. This was just one dog in the 3800 block of Jewett. A female was walking down the sidewalk in front of the dog owners house and was attacked and bitten on the arm. The female transported herself to Urgent Care for treatment. The owner of the dog, let the dog out, not knowing that someone left the gate open. The dog ran out through the open gate, biting the female on the arm. The owner of the dog was issued a citation and will have to appear in court. They had no prior

instances with this dog so it isn't considered a dangerous dog. He said that vandals had taken some landscape bricks and threw them through the windows at Gloria Dei Lutheran Church. Currently they have no suspects but are reviewing video. He said there were eight (8) domestic violence calls, with two (2) arrests. They had three (3) DUI's and two (2) overdoses. Narcan was successfully administered by our officers. There was a report of two (2) sexual assaults. One suspect is known to the victim. The second victim is mentally challenged and she's pregnant. We are anticipating finding the suspect and charging them. These are isolated cases and no danger to the public. He continued, there were six (6) cases of shoplifting, all along the south 41 corridors. Seven (7) suspects were charged. He said the police department participated in the Christmas cruising night. Besides the police department, the fire department, Superior Ambulance and VIPS also participated. The fire department put lights and decorations on one of their trucks, as well as, Superior had their ambulance decked out. We just kind of drove around Town with sirens and lights on. It was kind of neat to see the families coming out and the kids in the windows waving at us. They stopped at a couple of houses and let the families get a closer look at the vehicles and take pictures. He said they'll be out again this Saturday between 5 and 7:00 o'clock p.m. He said they will be officially accepting applications for non-certified police officers in January and expect the hiring process to start in early February. There are preliminary applications online on the police department's facebook page. They are also accepting applications for the Citizens Policing Academy.



Past 2 weeks:

1 Burglary – Highland Furs – No suspects – detectives analyzing video

Dog Bite – this is not the same pack of dogs that attacked several people this past summer

-female walking down the sidewalk in the 3800 block of Jewett

-Dog owner let canine out into his fenced in back yard & did not realize gate was open

-female bit on arm – transported self to Urgent Care – dog owner cited

-no prior issues with this canine

Gloria Dei Church on Ridge Rd. had several windows broke out with bricks – no suspects

8 Domestic Violence calls – 2 arrests

3 DUI arrests

2 Overdoses – Narcan administered by our officers in both cases

2 reported sexual assaults – one suspect known to the victim in one case

-2<sup>nd</sup> victim is pregnant so we anticipate a suspect being charged shortly

-No danger to the public

6 cases of shoplifting – all on S. 41 corridor – Total of 7 suspects charged

Participated in the Christmas Cruisin night this past Saturday evening with the fire department, Superior Ambulance Service, and our VIPS. A fire truck and ambulance were decked out in Christmas lights and other decorations. Drove throughout town with our lights and sirens on and made a few stops for families to look up close at the vehicles and take pictures. We'll be out again next Saturday between 5p-7p. See our Facebook for locations we are stopping at.

We are going to officially be accepting applications for non-certified officers in January and expect to start a hiring process in early February. See our Facebook for preliminary applications you can fill out now...and other details.

Also accepting applications for our Citizens Police Academy...again, see our Facebook page for details.

Councilor Scheeringa then acknowledged IT Director, Ed Dabrowski who said he had no official report but he would be happy to answer any questions people might have.

- **Town Council President Tom Black:** *Town Executive (I.C. 36-1-2-5-(4); I.C. 36-5-2-2; I.C. 36-5-2-7); • Board of Trustees of the Police Pension Fund, Chair (By Law) • Budget Committee*

*Chairman • Redevelopment Commission Liaison and Member • Member of the Lake County Solid Waste Management District Board • Member of the Northwestern Indiana Regional Planning Commission (NIPRC) • Shared Ethics Representative.*

Councilor Black recognized Redevelopment Director Maria Becerra, who said she had had a few conversations with some businesses, one of whom wants to open a business on Kennedy Avenue and another who is looking at buying an existing business that may be closing. She still continues to receive inquiries from developers about properties in Highland. She said Mr. Belmonte has started work on the renovation at 2907 Jewett Street. He plans on opening an Italian Restaurant in 2024. She said there was an initial Safe Streets Grant Seminar but nothing official has arrived. They are still waiting to see which restaurants will be participating in the restaurant crawl in December, as several restaurants plan to be on vacation. The staff continues to look for grants, as several small grants are out there. She mentioned T-Mobile as a non-matching grant. She concluded that the Assistant Redevelopment Director had resigned her position.

TOWN COUNCIL REPORT FOR DECEMBER 11, 2023

Have had a few conversations with business who are considering **opening a business in Highland**  
One would be to acquire a current business and another would be to open a new small business in Town.

We do have a few Developers who are working on plans for new developments here in Town.

Ongoing inquiries on the **Commercial Grant** Program, Mr. Belmonte has started the work for a complete renovation of the property of 2907 Jewett to open an Italian Restaurant in 2024.

Safe Streets Grant – there was an initial webinar the end of November

There will be a Restaurant Crawl in December,

Also To notify the Council of the Resignation of the Redevelopment Asst Director effective last week.

ROADS GRANT - 1.17 75 million for road  
T MOBILE - no matching  
NEW MARKET TAX CREDITS

That concluded comments from the Council and President Black then turned it over to comments from visitor's or residents, reminding them to limit it to 2 minutes.

**Comments from Visitors or Residents:**

Rick Volbrecht, Highland, brought up the issue of the school resource officer. He said he had brought this topic up at an earlier meeting. He said, you might say that it doesn't belong here but it does. At the October 17<sup>th</sup> school board meeting, a member of the School Board, who serves as liaison to the Redevelopment Commission said the Redevelopment Commission was looking at the possibility of contributing towards the second school resource officer. I don't think this is the proper use of the Redevelopment Commission's money. After all, isn't the purpose of the Redevelopment Commission's money is to be used for Redevelopment purposes. After the meeting of the 17<sup>th</sup> of October, I sought out the opinion of an Indiana State Senator. Whereas, he wasn't offering an opinion in his capacity as an Indiana State Senator, in his personal opinion, he didn't think Redevelopment Commission money could or should be used for a second school resource. He didn't think this was a proper expenditure of Redevelopment Commission funds. If money is used to fund a second school resource officer, where will the officer be housed? What about Our Lady of Grace, Highland Christian or Highland Baptist schools? They too deserve equal access to the money. But let's put that aside and ask how long is this commitment for? One year? 5 years? 10 years? Forever? He said, let's analyze the cost. He said a second resource officer would require a contribution of \$120,000 per year. That could be shared equally by both sides or one could absorb the entire cost. Let's assume the increase is 5% a year. A five (5) year commitment would cost \$633,075.75. If we make it ten (10) years, it would be a commitment of \$1,509,347.10. He reiterated that the purpose of Redevelopment money is to be used for redevelopment initiatives and not a second resource officer.

Councilor Schocke wished Mr. Volbrecht a Happy Birthday.

Kathy Camp-Burke, Highland commented about the ambulance contract. She asked about the usual and customary charges and what measures are in place to protect the public from being overcharged? She commented that she gave the Council a copy of 103 Better Business Bureau complaints related to over charging the public by Superior. She said obviously, these are from different areas and they don't tell you the location of the complaints to protect the privacy of the patient. She cited a case where it was a forty (40) minute cab ride that cost the patient \$9,800. She said the contract really doesn't spell out level 1, 2 or 3 or what are those extra services might be. She said she knew the \$10,000 was to offset the money the ambulance provider loses on Medicare and Medicaid. And since that was removed from the contract, who is going to pay that and how do we protect the public?

Gary Miller did say that level 1, 2 and 3 dry runs were spelled out in the contract. It has to do with the amount of time that's spent at the scene of the patient and how much medication was administered.

Mrs. Burke said that per the contract, the prices listed are minimums and not maximums as it says that additional fees can apply. There doesn't seem to be like a standard price for everything based on complaints that she saw. The prices all over the Board.

Councilor Black said that on hand-out you provided, we don't know what their contracts stated or even if they had a contract in place. The purpose of this contract is to limit some of these costs and actually guarantee some. It's going to lock pricing in and prevent these sudden adjustments and give us time to explore maybe having our own ambulance service or continue with Superior. On the last page of the contract, there is a price list. Yes, that is for usual and customary charges and additional charges for things medication. The purpose of this contract is to limit some of those costs.

Mr. Miller said occasionally, Medicare and Medicaid will change their policy for items that the ambulance provider could not bill the patient previously, the ambulance provider can now bill. For example, during the pandemic, the State allowed the ambulance provider to administer the vaccine to patients on Medicare or Medicaid and Medicare or Medicaid would reimburse the ambulance provider because the patients couldn't get to the hospital or pharmacy to receive the shot.

Jeff Rosignol, Highland asked if Mr. Miller could expound a little bit on some of the charges that are above the usual and customary charges, as he has seen some of the invoices from Superior for a \$9,000 ambulance ride.

Gary Miller said from time to time, Medicare or Medicaid will authorize certain treatments under extreme conditions. He gave the example of the covid vaccinations. Medicare or Medicaid authorized the ambulance to administer the vaccine because people were unable to travel to get vaccinated.

Mr. Rosignol said, so the ambulance providers were able to inject people with that poison?

Gary Miller because those who wanted to get vaccinated but couldn't get to a pharmacy to get vaccinated, the State was paying the ambulance providers to go to their homes and vaccinate them.

Mr. Rosignol asked Mr. Miller if this was still the practice?

Gary Miller responded no.

Councilor Black asked if there were any other comments. Hearing none, he closed comments from the public and brought it back to the Council. He then asked for a motion to pay claims.

**Payment of Accounts Payable Vouchers.** There being no further comments from visitors or residents, Councilor Zemen moved to allow the vendors accounts payable vouchers as filed on the pending accounts payable docket, covering the period **November 29, 2023 through December 12, 2023.** Councilor Schocke seconded. Upon a roll call vote, there were five (5) affirmatives and no negatives. The motion passed. The accounts payable vouchers for the vendor docket were allowed, payments allowed in advance were ratified, the payroll dockets listed were ratified and for all remaining invoices, the Clerk-Treasurer was authorized to make payment.

Accounts payable vouchers November 29, 2023 to December 12, 2023 in the amount of **\$1,132,082.27.**

**General Fund, \$387,366.93; MVH Fund, \$23,111.56; LAW Enforcement Continuing Education Training and Supply Fund, \$4,601.98; Public Safety Income Tax; \$26,900.00 Information and Communications Technology Fund, \$10,961.04; Traffic Violations, \$250.00; MCCD, \$75,116.67; Communication Crossing Grant, \$380,629.76; Special Events, \$449.65; Mun Cum Street Fund, \$1,653.00; Insurance Premium, \$221,041.68;**

Payroll Docket for payday of December 1, 2023 by fund:

General, \$286,275.09

Payroll Docket for payday of December 1, 2023:

Office of Clerk-Treasurer, \$16,284.49; Building and Inspection Department, \$10,065.41; Metropolitan Police Department, \$126,709.90; Public Works Department (Agency), \$78,993.78; Fire Department, \$1,963.16 and Information and Technology Department, \$4,009.55;  
Total Payroll: \$238,026.29.

Adjournment of Plenary Meeting. There being no further business on the agenda, the Town Council President declared the regular plenary meeting of the Town Council of Monday, December 11, 2023, adjourned at 7:08 o'clock p.m.

Mark Herak  
Clerk-Treasurer

Approved by the Town Council at its meeting of December 27, 2023.