

Enrolled Memorandum of the Meeting
Study Session/Meeting (Convened Electronically/Hybrid)
Thirtieth Town Council of Highland
Monday, May 20, 2024

The Thirtieth Town Council of the Town of Highland, Lake County, Indiana met in a study session on **Monday, May 20, 2024**, 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. All councilors were simultaneously seen and heard. Councilor Georgeff, Councilor Alex Robertson, Councilor Black, Councilor Philip Scheeringa all participated in person.

Silent Roll Call: Councilors George Georgeff, Alex Robertson, Tom Black, Philip Scheeringa, were present in person as indicated. Councilor Doug Turich was absent. The Clerk-Treasurer, Mark Herak was present to memorialize the proceedings. *A quorum was attained.*

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

General Substance of Matters Discussed.

Appointments:

• **Statutory Boards and Commissions**

Executive Appointments (May be made in meeting or at another time)

1. **Waterworks Board of Directors:** (1) appointment to be made by Town Council President. *(Note: Formerly held by Curt Schroeder (D), term ending 1st Monday January 2025). Current composition of the board is two Republicans and two Democrats. No more than three of any one party under state law.*

Home Rule Commissions or Boards

2. **Shared Ethics Advisory Commission.** (1) appointment to be made by Town Council President. *(Note: Fill vacancy made by resignation of Rev. Tim Huizenga.) (Made pursuant to Article 5, Subdivision (A) of the Interlocal Cooperation Agreement Establishing the Shared Ethics Entity. Qualifications are to be persons who live work or hold property in the county. Further persons appointed must be of good character and not hold any positions within the local government.)*

Legislative Appointments

Home Rule Commissions

1. **Main Street Bureau Board:** (6) 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, Ben Reinhart, Renee Reinhart, Allan Simmons, Diane Barr-Roumbus, James Roumbus, Sandra McKnight, Teri Yovkovich, Sandy Ray, Kathy Smailis, Ben Tomera and Laura Pilewski.*
2. **Community Events Commission** *Multi-year positions:* (1) appointment to be made by the Town Council. **Term: 4 years.** *(Note: Currently vacant)*

Single year positions: (9) appointments to be made by the Town Council. **Term: 1 year.** There are currently 5 of the 9 in place and serving. *(Note: Currently serving, Rachael Carter, Olga Briseno, Kathy Camp-Burke, Linda Carter and Jack Rowe)*

x. **Discussion:** Review Beer Vendor proposals:

Leroy's Hot Stuff – 301 W. US Highway 20 - 50/50 split with the Town/Leroy
Big Frank's Sausage – 918 Carrol Street – 57/43 split with the Town/Big Frank's

Discussion: Councilor Robertson raised the question that whereas the percentages being paid out are important, he wanted to know the prices being charged for the beer by each proposed vendor. He wanted to make sure that the vendors were charging basically the same price and one wasn't charging less and another charging Chicago prices. He felt, depending what they were going to charge, could affect sales and the split paid out to the Town.

The Clerk-Treasurer said he would reach out to each proposed vendor to get a price list and would forward to the Council.

There was no real preference amongst the Council members on which vendor to choose. The Council President asked that the item be placed on the agenda for the May 28, 2024 plenary meeting. The Clerk-Treasurer advised that he would prepare one (1) works board order but leave it blank. Once the Council makes a decision, he said he will fill in the blanks and have the Council President sign.

Big Frank's Sausage LLC Highland, Indiana . Backyard BBQ

Owner of BigFrank's Sausage LLC : Stan Stefanski. Resident in Highland, Indiana.
56 years.

Highland High School graduate 1986. Highland homeowner and tax payer for 30 years.

Indiana University graduate Bloomington Indiana 1991. BA Economics , Slavic studies, business management, and phycology minors.

Owner/ operator BigFrank's Sausage LLC with growth every year for 13 plus years.
Thirty five plus years management experience.

This Proposal for the Backyard BBQ is as folows:

BigFrank's Sausage will operate and administrate the beer garden.

We will provide the following: License for the event, Insurance for the event. Staff the event. Put down all the deposits and pay the vendor Indiana Beverage as required. I Stan Stefanski will manage and supervise the beer garden. We will provide the following products : Miller lite on tap, Modello on tap, Sam Adams October fest on tap, Zywiec on tap. We also will provide white claw and twisted tea and a cider.

Our percentage for the beer garden is 43 percent of the gross sales.

We will have the trailer there along with the necessary coolers for bottles.

Proper signage and pricing will be administered per rules and regulations.

Experience for running the beer garden is as follows:

Operated and Organized the Kielbasa fest beer garden 2018, and 2019

Have been a food vendor for 15 plus years in the following events:

Pierogi fest, Kielbasa fest, taste of Polonia, rock n rail fest, Highland fourth of July festival

Wicker Park summer concert series, Highland Backyard BBQ, St. Thomas Moore, St. James, St John the Evangelist, Griffith broad street blues fest, Victory for veterans ride and many more...

We are prepared for high volume events and look forward to the challenge.

We look forward to working with the town of Highland and understand it is their event and abide by the rules and regulations.

THANK YOU SINCERELY Stan Stefanski owner operator BigFrank's Sausage LLC
219-616-4079

BEER GARDEN VENDOR PROPOSAL

1. Highland Council of Community Events is looking for a Beer Garden Vendor for the period of **September 13, 2024 5:00pm-10:30pm, September 14, 2024 12:00pm-10:30pm, September 15, 2024 12:00-10:00pm** to operate the beer garden tent at the Town of Highland Backyard BBQ Festival, at Main Square Park, located at 3001 Ridge Road, Highland, Indiana 46322.

REQUIREMENTS

- a. Beer Garden Vendor shall supply all required alcoholic beverages to be consumed at the festival. However, alcoholic beverages other than beer, wine, seltzer, malt beverages, and cider may NOT be sold.
 - b. Beer Garden Vendor shall provide all necessary licensed servers.
 - c. Town shall provide all necessary security so as to ensure proper ID is acquired before any alcoholic beverage purchases are made and provide volunteers to sell tickets for the beer garden.
 - d. Beer Garden Vendor shall provide all necessary general liability insurance with limits of \$1,000,000 per person and \$3,000,000 per occurrence/aggregate coverage. In addition, Beer Garden Vendor shall provide insurance for off-premise alcohol consumption, including "dram shop" and/or "liquor liability" insurance coverage with limits of \$1,000,000 per person and \$3,000,000 per occurrence/aggregate coverage. All policies stated above shall name the Town of Highland as an additional insured.
 - e. Beer Garden Vendor shall provide all equipment necessary to serve said beverages including, but not limited to cold storage truck(s), table set-up, cups, and all other items customary to outdoor beer gardens.
 - f. Beer Garden Vendor shall set up prior to the start of the festival and takedown all equipment at the conclusion of the festival. The grounds occupied by the beer tent shall be cleaned prior to 10:00pm on September 16, 2024.
 - g. Beer Garden Vendor shall post in a conspicuous manner at the front of the beer tent on the opening day a sign showing the full price of all articles to be sold at the beer tent. The size of the sign and place of posting shall be approved by the Town of Highland.
 - h. Beer Garden Vendor agrees that all proceeds from ticket sales shall be placed in the care of the Town of Highland, and that the Town of Highland shall pay a percentage of all gross revenue of said alcohol sales from the Backyard BBQ Festival. (September 13, 2024, through September 15, 2024) to the Beer Garden Vendor at the conclusion of said Backyard BBQ Festival and keep the remaining percentage for itself.
 - i. Beer Garden Vendor shall provide a list of previous experiences operating a beer garden tent.
2. Deadline for Beer Garden Vendor Proposals for the Backyard BBQ Festival:

Submit sealed proposal to Highland Town Hall, 3333 Ridge Road, Highland, IN by 4:00 pm, (local time) on May 3, 2024. Said proposal requires consent to all terms herein stated, and a statement clearly indicating the percentage of gross revenue that the Beer Garden vendor shall pay to the Town of Highland. Percentage of Gross Revenue to the Town of Highland ____%

Decision of said Beer Garden Vendor will be made by the Highland Town Council at its regular public meeting on May 13, 2024 at 6:30 (local time).

Name Leroy Flores Date 5/3/24

Beer Garden Vendor Proposal

1. Introduction

Leroy's "Hot Stuff" is excited to submit a proposal to be the Beer Garden Vendor for the Town of Highland Backyard BBQ Festival, from September 13, 2024, through September 15, 2024, at Main Square Park.

2. Experience

Leroy's "Hot Stuff" has extensive experience operating and managing successful beer gardens. We have over 30 years of experience catering events and hosting beer gardens at various locations, including the Great Lakes Grand Prix which drew 100k people, and the Southpoint Cruise-in weekly car show that would draw 1000s of cars. Our team is adept at handling large crowds and ensuring a safe and enjoyable environment for all attendees.

3. Proposal

We agree to comply with all the requirements outlined in the proposal document, including:

- Supplying a diverse selection of alcoholic beverages including beer, wine, seltzer, malt beverages, and ciders.
- Providing sufficient licensed servers to ensure prompt service and all permits required by the ATC.
- Obtaining the necessary general liability and dram shop insurance, meeting the specified coverage limits, and naming the Town of Highland as an additional insured.
- Furnishing all equipment necessary for the beer garden operation, including cold storage trucks, tables, cups, and other relevant items.
- Setting up the beer garden before the festival starts on September 13th and ensure proper breakdown and cleaning of the occupied area by September 16th 10:00 PM.
- Display a clear and visible sign with the complete price list of all beverages sold at the beer garden.
- Pay a percentage of the gross revenue from alcohol sales during the festival period (September 13-15) to the Town of Highland as agreed upon.

- If the Town of Highland desires, provide square credit card hardware and software to facilitate the use of credit cards at the event. Credit card sales will be split net of fees.

4. Percentage of Gross Revenue

Leroy's "Hot Stuff" proposes the following revenue-sharing agreement.

Percentage of Gross Revenue to the Town of Highland 50%

Percentage of Gross Revenue to Leroy's "Hot Stuff" 50%

Gross revenues defined as total ticket sales minus sale tax obligations and credit card fees (if used)

5. Previous Experience

Accelerated Cycle Concepts Anniversary Parties

Babapaloosa (5-Year Run)

Burns Harbor - Cruise Night, Fall Fest, Food Truck Square, Truck n Treat

Chesterton Feed and Garden - Pet Rescue Appreciation Day

Chesterton Street Dance

Duneland 4th of July Festival - Dogwood (10+ Year Run)

Duneland Family 4th Fest - Hawthorne (10+ Year Run)

Dunes Summer Theater Series

Dyngus Day

Extra Mile - 1 Mile Challenge

Footloose - 5K Walk/Run

Front Porch Music Festival (4-Year Run)

Great Lakes Grand Prix with 4 Simultaneous Bars Including a VIP Bar (2-Year Run)

Harley-Davidson of Valparaiso - Customer and Employee Appreciations, Anniversaries, Oktoberfest

Highland Backyard BBQ

Highland Park Department 75th Anniversary Party

Humane Society Fundraiser
Liberty Township Volunteer FD 60th Anniversary Party
Livin' It Up - Special Olympics Fundraiser
MDA Ride Laporte
Region Games
Ribbon Cuttings - ERA Consults, Smith Legal
Six String Festival (5-Year Run)
South Shore Roller Derby Series
Southpoint Cruise In at Harley-Davidson of Valparaiso (10+ Year Run)
Spring Breakout - LaPorte County Abate
Spring Out to Sunset
Summer Madness – Lake County Abate
Summer Sunset Bash – Ogden Dunes
Sunset Hill Farms - Prairie Magic Music Festival
Talltree Music Series
Taste of Duneland
Town of Beverly Shores Stairs Dedication
Town of Highland July 4th Festival (First 2 Beer Gardens)
US Steel Employee Appreciation Softball Tournament
Waterhole Wednesday Series in Burns Harbor
Women of the Blues

Miscellaneous Events:

Catered Bars (20+ Yearly) - Weddings, Class Reunions, Showers, Celebration of Life, etc.

Created the Porter's Perfect Pint - Raised over \$200,000 in 10 years

Duneland Chamber of Commerce Corkscrew and Brews (Founding Member)

Sandpiper's Preschool Fundraiser - Beer, Wine, and Liquor Tasting Event

6. Contact Information

Memorandum of Meeting
Monday, May 20, 2024

Name: Leroy Flores

Title: President

Company: Leroy's "Hot Stuff"

Phone Number: 219-406-2697

Email Address: leroyshotstuff@gmail.com

7. Conclusion

Leroy's "Hot Stuff" is committed to providing a professional and well-managed beer garden experience that contributes to the success of the Town of Highland Backyard BBQ Festival. We are confident that our experience, responsible service practices, and dedication to customer satisfaction make us the ideal candidate for this opportunity.

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Decision of said Beer Garden Vendor will be made by the Highland Town Council at its regular public meeting on May 13, 2024 at 6:30 (local time).

Name Leroy Flores Date 5/3/24

- x. **Discussion:** Consideration of a Special Event with Alcohol Permit (SEAP): The CEC permit was approved by the Park and Recreation Board at its meeting May 16, 2024, pursuant to Section 11.10.225 of the Highland Municipal Code. *(The Community Events Commission required a permit from the Park and Recreation Board to support the beer garden as part of the Independence Day Festival and the BBQ Festival. This being the first regular meeting of the Town Council following the receipt of the action of the Park and Recreation Board, the Town Council must consider the permit, pursuant to HMC Section 11.10.225(F)(4)).*

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The Clerk-Treasurer explained per the Highland Municipal Code, the Council is required to take up this item at the first regular meeting of the Town Council following the receipt of the action of the Park and Recreation Board. The Park and Recreation Board met and approved the request at their May 16, 2024 meeting.

The Council President advised to place the item on the agenda for the May 28, 2024 plenary meeting.

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Mark Herak

From: Alex Brown
Sent: Friday, May 17, 2024 9:58 AM
To: Mark Herak
Cc: Sandy McKnight
Subject: Special Event with Alcohol

Mark –

Last evening, the Highland Park & Recreation Board approved a special event with alcohol request from the Highland Council of Community Events, both for their 4th of July Festival (July 3-7) and for their Backyard BBQ Event (Sept. 13-15). According to Highland Municipal Code 11.10.225, the request now needs to go before the Town Council at their next regular meeting for approval.

Alex M. Brown
Superintendent of Parks & Recreation
2450 Lincoln St.
Highland, IN 46322
219-838-0114

- x. **Discussion:** St. James has requested use of the Town's crowd control fencing for they're St. James Festival. If approved, St. James would like to pick up the fencing on June 19, 2024. The Town Council granted permission in 2023.

The Clerk-Treasurer explained that relations with St. James has improved and the Town was able to use their parking lot for the 4th of July parade entries last year and again, this year.

There was no discussion between Council members. The Council President advised to place the item on the agenda for the May 28, 2024 plenary meeting.

- x. **Discussion:** Councilor Robertson asked that this item be placed on the study session agenda. The HCCE is in the process of soliciting contractors to upgrade the electrical panel at Main Square to better serve the food vendors. Council Robertson sought quotes from Hyre Electric and Foster Electric. The breakers alone are \$200 each and there are 15 breakers and this is not inclusive of labor. A line item was created but not funded. Councilor Robertson asked that the money be taken from the Inn-Keepers Fund. The fund currently has a balance of \$42,020. The Town receives roughly \$4,700 a year from the innkeeper tax. The money must be used for promoting commercial activity or public events. If this proposed purpose is acceptable to the Council, the Council needs to pass a resolution approving of the project and then that resolution needs to be submitted to the South Shore Convention Bureau for their approval to spend. The Town has previously requested funds for downtown banners for the 4th of July and Christmas, as well as, when the Park Department bid on bringing softball tournaments to Highland.

Councilor Robertson began by explaining, a couple weeks ago, the HCCE approached the Park Board to improve the electrical panel. He said several vendors complained about the electrical system. The Park Board said that the HCCE uses the electrical outlets for their events, more than the Park Department uses them and if the HCCE wanted the electrical panel upgraded, the HCCE would have to pay for it.

Carol Parker, a member of the HCCE and representing the HCCE presented a copy of the Highland Parks and Recreation Main Square Festival Regulations to the Council and asked for clarification. In the regulations, it makes mention of Festival Committee. Is the Festival Committee the HCCE or the Town that is actually putting on the events? She said further that it states the festival sponsor shall be responsible for the electrical correctness and that the electrical system shall not be overloaded. Carol said the HCCE is event planners and questions about electrical is above their pay grade. The HCCE wants to pay what is theirs but she felt the rules needed to be better articulated. She said the HCCE plans the events but its actually a Town event. She said they are looking for advice from the Council. What is the HCCE's role and what are they expected to be accountable for?

Councilor Scheeringa said he appreciated Mrs. Parker's comments but he was afraid this discussion would take the Council too far off track, as the present discussion was about electrical upgrades at Main Square.

Council Robertson said he would work with Attorney Reed as what Mrs. Parker was reading from was more of an internal document for the Parks Department and he wasn't certain why that wording was in the contract. He said he would be working with Attorney Reed to have it removed.

Councilor Scheeringa agreed with Council Robertson and felt this was more internal document and the HCCE shouldn't have to worry about electrical issues.

Carol Parker said the issue needs to be resolved as the HCCE is about to send letters to the vendors on what the electrical arrangements are available to them. She said at the meeting it would cost \$2,000 to upgrade and another \$1,000 to have an electrician on call.

Councilor Robertson said he had not received a bid back from Hyre but Foster Electric said it would be roughly \$150 per hour.

Councilor Scheeringa felt there was a miscommunication as Festival Committee refers to an outside organization holding an event and what they are responsible for. In the other scenario, it is the HCCE who is holding the event on behalf of the Town. In this case, the cost is really on the Town and ultimately, the Town will find the money to pay for the upgrade.

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Highland Parks & Recreation
MAIN SQUARE PARK
Festival Regulations for Sponsoring Groups

1. Items may be sold only from booths.
2. All amusement rides, booths, and trailers are to be removed from the park and street by 7 pm on the day after the end of the festival.
3. Festival Committee must have a representative on the grounds all days of the festival and one half hour before and one half hour after the official hours. Festival Committee must have a representative present during vendor set-up and move-in.
4. Festival tents provided by the Park Department must be used for the general public to sit under.
5. No one shall be allowed in the gazebo storage area except as authorized by the Park Director. This area will be kept locked and a key provided to the Festival person in charge.
6. Festival shall provide any sound equipment that they may need.
7. Festival Committee shall enforce any/all rules to ensure a safe and secure festival area.
8. The Festival, the operator of any amusement rides, and all food vendors shall provide a certificate of general liability insurance naming the Highland Parks & Recreation Department (or Town of Highland) as "co-insured."
9. Festival Committee shall provide all night security each evening that any food or craft booths are set-up in the park.
10. The festival sponsor shall provide security to be present during festival hours.
11. All advertising for the festival shall specify that dogs and bicycles will not be allowed on the park grounds during the festival. Metal signs (provided by the Town) shall be placed in the park showing "NO dogs or bikes allowed in park during festival."
12. All equipment and facility needs requested of the parks & recreation department shall be made two (2) weeks in advance.
13. Festival Committee shall submit a written request to hold the festival, including the hours of operation, to the Park & Recreation Board a minimum of three (3) months in advance.
14. No set up of rides, booths, or trailers may take place prior to 48-72 hours before the designated start of the festival.
15. Festival Committee shall secure sufficient portable restrooms and hand washing stations and ensure that they are inspected hourly during all festival hours of operation.
16. No set-up of booths/trailers/etc. shall take place during the official festival hours.
17. Festival shall be responsible for trash and litter removal from the park and washing down all picnic tables each day prior to the official festival hours. The festival shall also ensure that litter is picked up during the official festival hours.
18. All signs from exhibitors or food booths must be attached to the booth. No taping of temporary signs to light poles or nailing to trees.
19. Festival Committee shall be responsible to ensure that NO vehicles are allowed on the park grounds except amusement rides and food trailers. Amusement park operators and vendors may not park private vehicles on the park grounds.
20. The Festival Committee shall ensure that the Festival rules include "No parking" area on 5th St. shall be used as a drop-off location only. Vehicles shall be in this area for no more than 20 minutes.
21. Grease and charcoal shall be placed in containers (after cooling) and then placed in the marked barrels.
22. No generators will be allowed in booths or trailers (except amusement rides which shall ensure that the equipment is properly secured).

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23. Fire and Health Department rules and regulations shall be included in the Festival information.
24. Festival Committee shall be responsible for parking lot security and for providing adequate handicapped parking.
25. Festival Committee shall ensure that all electrical systems shall not be overloaded. Specific amperage limits must be placed on each booth and inspected by qualified persons each evening during the festival.
26. No direct electrical hook-ups are allowed directly into the electrical panel. Trailers must use required plug.
27. Food trailers are to be limited to 40amp of service per trailer space. All trailers must have a minimum of 150' extension cord of sufficient size for amperage.
28. Food booths shall not have extension cords exceeding 25 ft. in length. Each complete set of plugs in electrical boxes has one 20amp breaker.
29. All water hoses must be leak free or will be disconnected until repaired.
30. No cords (electrical, water) may be left in walking area.
31. Booths may sell only from one side of the space.
32. Insulation shall be placed under cooking heat that is within two feet of the ground to protect grass from burning. Boiling water shall not be poured on the ground (use dumping pit).
33. Each food booth must have a 40lb fire extinguisher.
34. All tarps that cover booths with cooking or lighting must be made of non-flammable materials and must have a label on the tarp from the manufacturer stating that it is non-flammable.
35. LP Gas containers must be installed & maintained in approved manner.
36. The Festival Committee agrees to remove any vendor that does not conform with these regulations.
37. The Festival Committee will contact the neighboring churches and arrange for the use of their parking areas.
38. Political candidate signs are allowed strictly within the confines of a booth.
39. No games of chance are allowed. (Games involving "skill" are permitted).
40. All Town & Park Ordinances not described herein, shall be enforced.

I have read, understood, and agree to the above-mentioned sponsoring groups (vendor) rules/regulations:

SIGNATURE: _____ DATE: _____
PRINTED NAME: _____

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GENERAL PARK RULES:

The Town of Highland prohibits the following by ordinance in all park areas: advertising, alcohol/drugs, archery, ATV vehicles, camping/sleeping, defacing park property, destruction of landscape, disorderly conduct, dumping/littering, firearms, fireworks, gambling, glass containers, golfing, harassing wildlife, horses, metal detectors, mopeds, motor vehicles, open fires, overnight parking, snowmobiles, soliciting, and swimming. Pets must be on leash at all times and owners are responsible for handling pet waste. Grills may not be left unattended under any circumstances. All individuals must vacate premises in compliance with scheduled park hours (5am-10:30pm). Baseball is permitted only at Homestead and Markley Parks. Please call 911 for violations or notify HPRD at 219-838-0114 if a facility is in need of repair.

SHELTERS:

Available to rent by the day on first come, first served basis and can accommodate up to 250 people. Fees cover placement of picnic tables and trash cans. Reservations require 8-day notice. All shelters have nearby restrooms. Not all have electric available. Vehicles must remain off grass and walkways. Outside vendors utilizing the space in conjunction with a rental must be written under "special instructions" and cannot be open to the public.

MAIN SQUARE PARK GAZEBO:

Only available to rent for wedding ceremonies unless special event is approved by Park Board. From May through September, the following items may be in the park: tents, picnic tables, bleachers, etc. Only the gazebo is included for the standard ceremony rate, not the surrounding park. Restrooms will be unlocked for rentals. Electrical service is available upon request. Decorating and chairs are the responsibility of PH.

LINCOLN COMMUNITY CENTER:

Room rentals include (depending on availability): set up of tables and chairs and placement of trash can(s). Tobacco and e-cigarettes are prohibited on premises. Upon satisfactory inspection, damage deposit refund checks should be mailed within two weeks following rental.

Room Style Options: Meeting, registration, banquet, dancing, classroom, presentation, or performance. See diagrams in park office for clarification. Any other style must be drawn and attached to the permit. Number of chairs are limited to the room's capacity.

Room Capacities: 108 (39 people), 109 (39), 112 (30), 113 (27), 115 (29), 116 (31), 118 (31), Banquet Hall (256). Capacities are regardless of age. Occupancy beyond the limit will be considered a fire code violation. Room set-up style may decrease capacity.

Furnishings and Property: HPRD property must remain in the rented space. All personal property of those using the facility must be removed from the facility upon termination of use. Outside tables and chairs require approval.

Safety and Security: Exits must be kept clear of debris, chairs, and other obstructions that would be considered fire hazards. In an emergency, call 911. Report injuries incurred on premises to staff. HPRD is not responsible for lost or stolen items. We encourage participants to leave valuables at home or utilize a locker in the fieldhouse or locker room.

Parking: Please advise guests that the LCC offers limited parking. HPRD is not responsible for vehicles parked in the lot or on the street. Please show consideration for our neighbors. Do not block driveways, fire lanes, or handicap spots without permit.

FIELDHOUSE EVENTS:

PH must provide an insurance policy in the amount of \$1,000,000 per occurrence with the Town of Highland listed as additional insured for the event dates. PH may charge an admission fee and retain 100% of proceeds. Other users of the LCC must have access to all restrooms.

PH is responsible for providing specific event start and end times by the 15th of the month prior to the event for staffing purposes. Basketball events require security via Highland off-duty officers (two for tournaments, one for league play). HPRD will request officers to work the event hours provided and payment will be due to the officers by the PH on site at the going rate for Highland PD. Game schedule will need to be provided before the event begins. Games may not extend beyond specific end time as stated at booking and written on permit.

PH is required to provide their own first aid supplies. PH must make arrangements for on-site emergency response if desired. The town EMT provider is Superior Ambulance (630) 832-2000.

PH is required to supply officials, scorekeepers, and game balls. The PH will be held financially responsible for any damage to equipment provided by HPRD such as tables, chairs, bleachers, scoreboards, etc. The PH is responsible for vacating all guests prior to departure.

All guests must abide by the fieldhouse rules which prohibit the following: Dunking or hanging on the rims or nets; spitting; foul language; fighting; arguing; threatening remarks; disrespectful/disruptive/unruly/dangerous behavior; horseplay; coolers; entry to restricted areas such as stage or storage areas; dribbling basketballs in lobby/hallways or on walking track; and use of fire exit doors for non-emergencies other than for loading/unloading as approved by management. Guests are responsible for cleaning after themselves by collecting belongings and using trash cans prior to departure.

REFUND POLICIES: (NO refund given if a cancellation is made within 7 days of rental)

- FIELDHOUSE & SHARP ATHLETIC FIELD RENTALS: Will refund/credit 80% of the fee if cancelled/date changed less than 60 days prior to event.
- BANQUET ROOM AND FIELDHOUSE COURT RENTALS: Will refund/credit 80% of the fee if cancelled/date changed less than 30 days prior to rental.
- CLASSROOMS, GAZEBO, PICNIC SHELTERS & PICNIC TABLES: Will refund 50% of the fee if cancelled/date changed less than 30 days prior to rental.

Cancellation requests are charged a \$3 processing fee and refunds must be processed through the Park Board. Checks are mailed the Monday following the monthly Park Board Meeting. All refunds must be requested one week prior to the meeting. Any refund requests past this deadline will not be issued until after the following month's meeting. Absolutely NO CASH refunds will be issued. NO EXCEPTIONS.

- x. **Discussion:** 3 year contract with Alpine Amusement Company.
(this is merely a placeholder as Attorney Reed is waiting to hear back from the vendor)

With a death in Attorney Reed's family, his partner, Attorney Scott Bilse who was filling in. Attorney Bilse said that Attorney Reed had sent to Alpine Amusement the changes to the insurance requirements but he did not hear back. When Attorney Reed returns to the office, he will follow-up.

- x. **Discussion:** By-laws for the HCCE
(this is merely a placeholder and to serve simply as a reminder to the Council)

With Attorney Reed being absent, Attorney Bilse he had no update. He said Attorney Reed would provide an update upon his return.

- x. **Discussion:** Animal Ordinance
(this is merely a placeholder and to serve simply as a reminder to the Council)

With Attorney Reed being absent, Attorney Bilse he had no update. He said Attorney Reed would provide an update upon his return.

- x. **Discussion:** Authorizing the Metropolitan Police Chief to Purchase from Lake Cycle of Merrillville, IN two (2) 2024 Honda Pioneer 700 Deluxe Polaris vehicles with accessories partially financed by the Trading-in of Existing Vehicles, all pursuant to I.C. 5-22-8-3 and I.C. 5-22-17-3 (D)(E).

There was no real discussion between Council members. The Council President advised to place the item on the agenda for the May 28, 2024 plenary meeting.

Memorandum of Meeting
Monday, May 20, 2024

DEALER: Lake Cycle
7911 Taft St Merrillville, IN 46410
219-769-7184

MOTOR VEHICLE
RETAIL PURCHASE ORDER

Order Date May 17 20 24
Purchase Order No. 16038
To Be Titled As Follows

PURCHASER: TOWN OF HIGHLAND
Address 3315 RIDGE ROAD Res. Phone 219-237-5554
City HIGHLAND State IN Zip 46322 Title Info.
Driver's Lic. No. State IN Exp. Date N/A Salesperson Kevin Waller

PLEASE ENTER MY ORDER FOR THE FOLLOWING VEHICLE:

☒ NEW ☐ USED ☐ DEMONSTRATOR ☐ CAR ☐ TRUCK YEAR 2024 MAKE HONDA

SERIES SXS700M2DR BODY TYPE COLOR: RED LOWER TRIM
TO BE DELIVERED ON OR ABOUT 05/20/2024 STOCK # N0429 VIN # 1HFVE02E8R4900429

PRICE OF VEHICLE	\$13,499.00	MILEAGE: 0
		TRADE-IN AND/OR OTHER CREDITS
		STOCK # T1261 / T1024
		Make Of Trade-In POLARIS HARLEY
HARD ROOF 2P		Year 2017 / 2000 Body Type N/A
GLASS WINDSHIELD		Series RANGER 500 / ROAD KING
		Title No. Mileage At Appraisal 0
		V.I.N. # 3NSRMA504HE891261 / 1HDFEHW193Y71024
		Balance Owed (Good Until) \$0.00
		Balance Owed To Verified By
		Creditor Address: Acct. #
		Trade-In Allowance \$6,800.00
		Cash Deposit With Order (Receipt #)
		Cash on Delivery (Receipt #) \$0.00
		TOTAL CREDITS (Transfer To Left Column) \$6,800.00
		Purchaser is responsible for and shall pay the amount, if any, by which the Balance Owed on the Trade-In exceeds the Trade-In Allowance.
Service Labor	0.00	WARRANTY INFORMATION
	1,428.00	NEW OR DEMONSTRATOR: If the Vehicle is a new or demonstrator vehicle, the only written warranty provided with respect to the Vehicle and factory installed accessories is the most recent applicable printed warranty which is made solely by the Manufacturer of the Vehicle.
Service and Preparation	\$ 420.00	Dealer installed Accessories are not included in the Manufacturer's warranty on the Vehicle and may or may not be included in separate written warranties which are made solely by Manufacturers of the Accessories.
Freight	\$ 1,185.00	USED: If the Vehicle is a used vehicle, the Vehicle is sold by Dealer AS IS -- WITH ALL FAULTS.
DOCUMENTS Bks/Select Cust Bon	\$ -250.00	ALL VEHICLES: WHETHER THE VEHICLE IS NEW, A DEMONSTRATOR OR USED: DEALER DISCLAIMS ALL WARRANTIES, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND DEALER EXPRESSLY DISCLAIMS ANY LIABILITY TO PURCHASER, FOR ANY CONSEQUENTIAL DAMAGES, LOSS OF TIME OR INCONVENIENCE ARISING OUT OF THE PURCHASE OR OPERATION OF THE VEHICLE.
\$16,282.00 TOTAL SALES PRICE	\$ 16,282.00	Terms of Payment of Balance Due on Delivery: ☐ CASH \$9,601.00 ☒ CONSUMER CREDIT FINANCING BY OR THROUGH DEALER.
\$6,800.00 Less: Trade-In Allowance		THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS ORDER ARE INCORPORATED BY REFERENCE AND ARE A PART OF THIS ORDER.
\$9,482.00 Trade Difference-Indiana Tax Price		
Sales Tax (Computed In Indiana on Tax Price)	\$ 0.00	
Service Contract	\$ 0.00	
Documentary Fee	\$ 119.00	
Registration & Title Fees	\$ 0.00	
Other: GAP Protection	\$ 0.00	
Tire Tax	\$ 0.00	
TOTAL DELIVERED PRICE	\$ 16,401.00	
Plus: Balance Owed on Trade-In	\$ 0.00	
LESS: TOTAL CREDITS (Transferred From RL Column)	\$ 6,800.00	
BALANCE DUE ON DELIVERY	\$ 9,601.00	

TRADE-IN CERTIFICATION: THE CUSTOMER CERTIFIES HIS/HER TRADE-IN VEHICLE HAS NEVER BEEN TITLED UNDER A STATE OR FEDERAL "BRAND" SUCH AS "DEFECTIVE", "REBUILT", "SALVAGE", "FLOOD", ETC. (INITIAL)

Purchaser acknowledges that the Additional Terms and Conditions printed on the reverse side of this Order are a part of this Order. Both sides of this Order constitute a single agreement which supersedes any prior agreement or understanding between Dealer and Purchaser. Purchaser acknowledges receipt of a completed and signed copy of this Order. This Order shall not become a binding agreement unless accepted in writing by Dealer or an authorized representative of Dealer.

ACCEPTED: BY: [Signature] Title GM
Purchaser [Signature]

THIS ORDER IS AN OFFER BY PURCHASER TO BUY THE VEHICLE. IF THE OFFER IS ACCEPTED BY THE DEALER IT BECOMES A COMPLETE CONTRACT OF SALE AND THE DEALER HAS NO OBLIGATIONS OR RESPONSIBILITIES NOT EXPRESSLY SET FORTH IN THE ORDER. BEFORE SIGNING THIS ORDER READ IT CAREFULLY.

30-IND (5-19) Indiana Automobile Dealers Services, Inc., All rights reserved.

Memorandum of Meeting
Monday, May 20, 2024

DEALER: Lake Cycle
7911 Taft St Merrillville, IN 46410
219-769-7184

MOTOR VEHICLE
RETAIL PURCHASE ORDER

Order Date May 17 20 24
Purchase Order No. 16039
To Be Titled As Follows

PURCHASER: TOWN OF HIGHLAND
Address 3315 RIDGE ROAD Res. Phone 219-237-5554
City HIGHLAND State IN Zip 46322 Title Info.
Driver's Lic. No. State IN Exp. Date N/A Salesperson Kevin Weller

PLEASE ENTER MY ORDER FOR THE FOLLOWING VEHICLE:
☒ NEW ☐ USED ☐ DEMONSTRATOR ☐ CAR ☐ TRUCK YEAR 2024 MAKE HONDA
UPPER
SERIES SXS700M4R BODY TYPE COLOR: RED LOWER TRIM
TO BE DELIVERED ON OR ABOUT 05/20/2024 20 24 STOCK # N0827 VIN # 1HFVE0268R4900827

PRICE OF VEHICLE	\$ 13,999.00	MILEAGE: 0
		TRADE-IN AND/OR OTHER CREDITS
		STOCK #
		Make Of Trade-In
HARDTOP (4P/CAB)		Year Body Type N/A
GLASS WINDSHIELD		Series Color
		Title No. Mileage At Appraisal
		V.I.N. #
		Balance Owed (Good Until): \$ 0.00
		Balance Owed To Verified By
		Creditor Acct. #
		Trade-In Allowance \$ 0.00
		Cash Deposit With Order (Receipt #)
		Cash on Delivery (Receipt #) \$ 0.00
		TOTAL CREDITS (Transfer To Left Column) \$ 0.00
		Purchaser is responsible for and shall pay the amount, if any, by which the Balance Owed on the Trade-In exceeds the Trade-In Allowance.
Service Labor	0.00	WARRANTY INFORMATION
	1,748.00	NEW OR DEMONSTRATOR: If the Vehicle is a new or demonstrator vehicle, the only written warranty provided with respect to the Vehicle and factory installed accessories is the most recent applicable printed warranty which is made solely by the Manufacturer of the Vehicle.
Service and Preparation	\$ 420.00	Dealer installed Accessories are not included in the Manufacturer's warranty on the Vehicle and may or may not be included in separate written warranties which are made solely by Manufacturers of the Accessories.
Freight	\$ 1,185.00	USED: If the Vehicle is a used vehicle, the Vehicle is sold by Dealer AS IS -- WITH ALL FAULTS.
DOC Bonus Bks/Select Cust Bon	\$ -250.00	ALL VEHICLES: WHETHER THE VEHICLE IS NEW, A DEMONSTRATOR OR USED: DEALER DISCLAIMS ALL WARRANTIES, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND DEALER EXPRESSLY DISCLAIMS ANY LIABILITY TO PURCHASER, FOR ANY CONSEQUENTIAL DAMAGES, LOSS OF TIME OR INCONVENIENCE ARISING OUT OF THE PURCHASE OR OPERATION OF THE VEHICLE.
\$ 17,102.00 TOTAL SALES PRICE	\$ 17,102.00	Terms of Payment of Balance Due on Delivery: ☒ CASH \$17,221.00 ☐ CONSUMER CREDIT FINANCING BY OR THROUGH DEALER.
\$ 0.00 Less: Trade-In Allowance		THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS ORDER ARE INCORPORATED BY REFERENCE AND ARE A PART OF THIS ORDER.
\$ 17,102.00 Trade Difference-Indiana Tax Price		
Sales Tax (Computed in Indiana on Tax Price)	\$ 0.00	
Service Contract	\$ 0.00	
Documentary Fee	\$ 119.00	
Registration & Title Fees	\$ 0.00	
Other: GAP Protection	\$ 0.00	
Tire Tax	\$ 0.00	
TOTAL DELIVERED PRICE	\$ 17,221.00	
Plus: Balance Owed on Trade-In	\$ 0.00	
LESS: TOTAL CREDITS (Transferred From Rlt. Column)	\$ 0.00	
BALANCE DUE ON DELIVERY	\$ 17,221.00	

TRADE-IN CERTIFICATION: THE CUSTOMER CERTIFIES HIS/HER TRADE-IN VEHICLE HAS NEVER BEEN TITLED UNDER A STATE OR FEDERAL "BRAND" SUCH AS "DEFECTIVE", "REBUILT", "SALVAGE", "FLOOD", ETC. (INITIAL)

Purchaser acknowledges that the Additional Terms and Conditions printed on the reverse side of this Order are a part of this Order. Both sides of this Order constitute a single agreement which supersedes any prior agreement or understanding between Dealer and Purchaser. Purchaser acknowledges receipt of a completed and signed copy of this Order. This Order shall not become a binding agreement unless accepted in writing by Dealer or an authorized representative of Dealer.

ACCEPTED: BY: Title GM Purchaser

THIS ORDER IS AN OFFER BY PURCHASER TO BUY THE VEHICLE. IF THE OFFER IS ACCEPTED BY THE DEALER IT BECOMES A COMPLETE CONTRACT OF SALE AND THE DEALER HAS NO OBLIGATIONS OR RESPONSIBILITIES NOT EXPRESSLY SET FORTH IN THE ORDER. BEFORE SIGNING THIS ORDER READ IT CAREFULLY.

30-IND (5-19)

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x. Discussion: The Fire Chief made the Council aware that he would be coming to the Council for an additional appropriation in his turn out gear line item as he is in need of an additional 10 sets at roughly \$4,000 per set. He's working

on getting prices and delivery information and then will present a formal request to the Council.

The Council President advised to wait till the Fire Chief makes a formal request before putting it on the agenda.

- x. **Discussion:** Presentation from The Idea Factory to perform Professional Communications and Media Design and Development services for the Municipality for the year 2024.

Theresa Badovich and Robin Carlascio, owners of the Idea Factory were present to give a presentation to the Council. They had earlier in the year given a presentation, making three (3) proposals. The Council, at that time, asked them to refine their presentation. Tonight's presentation was a refinement of their earlier presentation. The Council liked the new presentation and asked them to provide a quote on the new presentation. With Councilor Turich being absent, they didn't want to make any decisions till he was present and had a chance to see the presentation.

Councilor Scheeringa asked if there were any additional agenda items. Hearing none, he adjourned the meeting at 8:00 p.m.