Enrolled Memorandum of the Meeting
Study Session/Meeting (Convened Electronically/Hybrid)
Thirtieth Town Council of Highland
Monday, June 3, 2024

The Thirtieth Town Council of the Town of Highland, Lake County, Indiana met in a study session on **Monday, June 3, 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 Turich, Councilor Alex Robertson, Councilor Philip Scheeringa all participated in person. Councilor Black was absent.

Silent Roll Call: Councilors George Georgeff, Doug Turich, Alex Robertson, Philip Scheeringa, were present in person as indicated. Councilor Black 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, Building Commissioner Ken Mika 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:** ABZA Findings of Facts concerning:

A use variance request by Hani Abu Eid, as represented by Attorney Mark Andersen of Andersen & Andersen, P.C. Law Firm, for the location commonly referred to as 3949 Ridge Road, for the purpose of allowing the petitioner the use of the location for a used car sales dealership. The property is located in a B-3 General Business District, in which motor vehicle sales, including servicing and repairs conducted in conjunction therewith, are permitted, provided a minimum of 50% of the sales area is dedicated to new vehicle sales.

The Town of Highland Advisory Board of Zoning Appeals met in regular session on Wednesday, April 24, 2024. As part of their agenda, by a vote of five (5) in favor and zero opposed, the Board voted to send an Unfavorable Recommendation to the Town Council for the petitioner's Use Variance Request.

Building Commissioner Ken Mika, explained the Use Variance in more detail and the rationale behind the ABZA's decision for an Unfavorable Recommendation.

The Council President advised to place the item on the agenda for the June 10, 2024 plenary meeting.

TOWN OF HIGHLAND

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

Population 23,696
Incorporated in 1910

May 23, 2024

Phillip Scheeringa, President
Highland Town Council
3333 Ridge Road
Highland, IN 46322

RE: ABZA FINDINGS OF FACT CONCERNING A USE VARIANCE REQUEST BY HANI ABU EID, AS REPRESENTED BY THE ATTORNEY MARK ANDERSEN, ANDERSEN & ANDERSEN, P.C. LAW FIRM, FOR THE LOCATION COMMONLY REFERRED TO AS 3949 RIDGE ROAD, FOR THE PURPOSE OF ALLOWING THE PETITIONER THE USE OF THE LOCATION FOR A USED CAR SALES DEALERSHIP. THE PROPERTY IS LOCATED IN A B-3 GENERAL BUSINESS DISTRICT, IN WHICH MOTOR VEHICLE SALES, INCLUDING SERVICING AND REPAIRS CONDUCTED IN CONJUNCTION THEREWITH, ARE PERMITTED, PROVIDED A MINIMUM OF 50% OF THE SALES AREA IS DEDICATED TO NEW VEHICLE SALES.

The Town of Highland Advisory Board of Zoning Appeals met in regular session on Wednesday, April 24, 2024. As part of their agenda, by a vote of five (5) in favor and zero (0) opposed, the Board voted to send an **Unfavorable Recommendation** to the Town Council for the petitioner's Use Variance request.

Please find attached the prepared Findings of Fact and meeting minutes for said hearing for this petition. The file content can be made available upon request. The attached Findings were memorialized at the May 22, 2024 ABZA meeting. This matter can now be acted upon by the Town Council. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Kenneth J. Mika
Zoning Administrator

Cc: Town Council
Mark Herak
John Reed
Attached: Findings of Fact
4/24/24 Meeting Minutes

HIGHLAND BOARD OF ZONING APPEALS

Petitioner:
Hani Abu Eid
c/o Mark Anderson
Anderson & Anderson, P.C.
9211 Broadway
Merrillville, Indiana 46410

Property Location:
3949 Ridge Road
Highland, IN 46322

FINDINGS OF FACT FOR UNFAVORABLE RECOMMENDATION OF A USE VARIANCE IN A B-3 ZONING DISTRICT

1) The Petitioner is requesting a Use Variance to establish a Used Car Sales Dealership that sells 100% Used Cars at the location of 3949 Ridge Road. This proposed use requires a use variance from HMC 18.45.30 (A) (57) "Permitted Uses. The following listed uses and no others are permitted uses in a B-3 district: (A) Retail and service uses, as follows: (57) Motor vehicle sales, including servicing and repairs conducted in conjunction therewith, provided a minimum of 50 percent of the sales area is dedicated to new vehicle sales." The ability to obtain a use variance from this section of the HMC is contained in HMC 18.45.040, under the procedures found in HMC 18.115.050.

2) This matter came before the Highland Board of Zoning Appeals for public hearing on April 24, 2024. Petitioner appeared in person and by attorney Mark Anderson. Petitioner presented proof of notice and publication as required by law.

3) Chairperson Murovic asked attorney John Reed if the proofs of publication were in order. Mr. Reed stated that the Proof of Publication was in order, and that the same was properly published for the meeting of April 24, 2024. Additionally, staff confirmed that the signage was correctly posted on the subject property.

4) The Petitioner and the Petitioner's representatives then made the presentation for the requested use variance as shown on Exhibit A, hereto.

5) Chairperson Murovic then opened the meeting to the public. Hearing no remonstrance, Chairperson Murovic closed the meeting to the public and brought the discussion back to the Board of Zoning Appeals.

6) Board Member Helms stated that the Board appreciated that this was a difficult property, but that this use was something that they had seen a lot and there were several other properties in Highland that were also having a difficult time finding the correct use. Mr. Helms added that other businesses had been turned down by the Board because the Board didn't feel that the proposed use was the right use for the Town. Mr. Helms further stated that this was not a unique situation for the Board. Chairperson Murovic stated that the property was one of the entrances into the Town and that she didn't see any of the improvements mentioned by the Petitioners making a lot of difference to this

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property. Chairperson Murovic continued to say that sealcoating the parking lot wasn't necessarily a capital improvement, and that she would consider this to be maintenance of a parking lot, and the bare minimum, at that. Mr. Znika replied that even though his client wasn't making a major investment by tearing down the building and other major construction, he was willing to make improvements to the lot and the building that would make it much less of an eyesore than it currently was. He also pointed out that his client didn't own the building or property, but he was willing to make a substantial investment because he wanted it to be presentable. Chairperson Murovic stated that since Mr. Eid wanted this to be a flagship store, the proposed improvements didn't seem enough to really improve that corner, and that the Town wanted more than just a reduced eyesore for an entrance into the Town. Chairperson Murovic expressed her feeling that there were not sufficient capital improvements to make a significant difference and pointed out that there was not room for 50% new car sales on this property, so it wouldn't qualify for car sales. Mr. Znika responded by pointing out that there had been so many others interested in this property, and that a coffee shop might be a much more pleasing business to see at an entrance to the Town, but that such a use just would not fit the property, due to the size of the lot and the parking situation. Mr. Znika added that it may be a very long time before another use would work as well as the one being proposed by the petition. Mr. Anderson added that they would be happy to make a condition with the use variance that the business would sell only cars that were 6 years old or less, and they would all be high-end vehicles. Mr. Znika stated that a concern he had heard mentioned previously was about the trucks delivering the vehicles. He said they had considered that not to be a problem because the ingress and egress access was ample to accommodate the trucks, and all the deliveries made would be after hours, so it would not affect the traffic flow. They also felt there was plenty of room in the parking lot itself for a large truck to get from one side to the other and still had room for cars to get by if needed. Mr. Znika also mentioned that when they were at the property previously, for a total of approximately 45 minutes, about 4 or 5 cars cut through the property to bypass the lights and that their business would help to prevent that from happening. Mr. Scannell stated that the part of the existing property with the landscaping that was located on the outside corner was owned by the Town and was not part of the property his company owned.

8) Board Member Smith motioned to give an unfavorable recommendation to the Town Council for the Use Variance requested by Petitioner for the used car dealership. Board Member Thomas seconded the motion, and the motion received a unanimous vote of five (5) in favor and none (0) opposed.

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

A. The Town of Highland Zoning Ordinance, HMC 18.45.30 (A) et seq. lists the uses and limitations of uses permitted in the B-3 Zoning District.

B. Unless a Use Variance is granted, the subject property could not be utilized as a used car dealership as the same is not permitted in the B-3 Zoning District.

C. Due to the fact that most of the surrounding properties are dissimilar in nature, and the proposed Use Variance would change the general nature of use for the subject property from its current status within the B-3 Zoning District, create potential hazards for the public, and generally be of a character different and deleterious to the other uses in the immediate vicinity, the Petitioner's request is unreasonable.

D. That the proposed Use Variance would subvert the general purposes served by the Highland Zoning Ordinance, (HMC 18.45.30), would materially or permanently injure other property or uses in the same zoning district and vicinity, and would be injurious to the public health, safety, morals and general welfare of the community.

E. That the proposed use is not compatible with the allowable uses and layout of the subject property in general, or the other similarly situated properties in the area, and the proposed use will adversely affect neighboring properties.

WHEREFORE, based upon the above Findings of Fact, the Highland Board of Zoning Appeals, by a vote of five (5) in favor and none (0) opposed, voted to MAKE AN UNFAVORABLE RECOMMENDATION to the Highland Town Council for the Use Variance requested. Action taken to give UNFAVORABLE RECOMMENDATION to the Town Council on April 24, 2024. Findings of Fact approved the 22nd day of May, 2024.

TOWN OF HIGHLAND
BOARD OF ZONING APPEALS

Susan Murovic, Chairperson
Town of Highland Board of Zoning Appeals

EXHIBIT A

Chairperson Murovic asked if there was anyone present to present the petition. Attorney, Mr. Mark Anderson of Anderson and Anderson, P.C., 9211 Broadway, Merrillville, IN 46410, stepped forward and introduced himself and said he would be representing the petitioner. He added that the owner of the property was OLB, LLC, and that they consented to this Use Variance appeal by Mr. Eid. He continued that the car sales in question would be 100% pre-owned vehicles, adding that it was a B-3 zoned district and had been vacant for 4 years since Fannie May had ceased doing business there. It had caused a hardship for the owner of the property, and he was here this evening to discuss the difficulties they had encountered in trying to find a new tenant for this property. He stated that the petitioner was experienced in pre-owned vehicle sales, and he owned several other successful pre-owned vehicle sales locations and that his location in Merrillville sells approximately 30 – 50 cars per month, averaging about 3 to 5 customers per day. He continued that the customers usually shopped online first and knew exactly what they were looking for by the time they arrived at his dealership; because of this, they did not anticipate much in the way of increased traffic flow at the location, due to the limited activity. He stated that the petitioner was a premier broker for banks such as Capitol One, so could provide financing immediately at the location where he conducts business, and also works with the Indiana Secretary of State to ease the issuing of title documentation. He then spoke about the work Mr. Eid planned to do to refresh the exterior of the building and the parking lot, referring to the packets he had provided to the Board showing the property as it exists and how it would look with the proposed changes. He then gave more details, saying this would include painting the exterior of the building, adding new LED lighting that would meet all the current Town Code requirements for minimizing excess light pollution, and sealcoating the parking lot with asphalt. In the interior of the building, he planned to paint, add new flooring, LED lighting, along with new furniture and computer touch-screen technology, in order to avoid much of the mundane pen and paper signing, which could be taken care of with this computer technology. Because of the fact that they were aware that this business may be a sensitive issue, Mr. Anderson added that the petitioner would be happy to have a condition included with his Use Variance that would state that there would be no repair service activities performed at this location, as he had another location where any repairs could be completed. Mr. Anderson then stated that Mr. Eid would also be willing to have a condition stating that the Use Variance be provided to the petitioner, to his affiliates and to his family members only and to no others at this location, which would eliminate any potential future issues with permanently providing this kind of a Use Variance. Mr. Anderson then asked one of the owners to elaborate on some of the hardships that they had faced in trying to find suitable businesses to work at this location.

Mr. Peter Scannell, Senior Vice President of Mid-America Asset Management, Inc., One Parkview Plaza, Oakbrook Terrace, IL 60181, stepped forward and introduced himself. He continued to explain that his company owns the portfolio of Fannie Mays and the unique thing about these corners, which almost all of them are on, is that in their prior life back in the 1950's they were all service stations. The portfolio consisted of 25 free-standing buildings, all of which were former service stations. When Fannie May bought these properties and opened the candy stores, they went into bankruptcy and his company partnered with a candy company to buy the real estate and Fannie May got the intellectual properties division. Since Fannie May didn't choose to keep this particular location, it had been a

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challenge for them because of its proximity to the corner and the way it faces out towards the corner, but the configuration of the land doesn't necessitate things like coffee shops, but you can't get the cars stacked correctly to get it through the Village Hall. They have had interested parties with businesses such as service stations, fireworks, tobacco and vape shops, but there were problems with most, usually to do with size of lot and parking. He added that they had spent approximately 9 months to a year and a half obtaining an NFR (No Further Action) letter, which was a big expense for them. He added that the service station wasn't their first choice, but this petitioner has a proposal that is low parking intensive and wouldn't generate any back up into the arterial streets. He continued that they had gone down the road with at least a dozen different options for this property since the property was vacated and admitted that it was a busy corner, but that they felt this used car sales use would be an effective one at this property.

Mr. Danek Znika, a Realtor-Broker with Brokerworks Real Estate Group, 9 Lincolnway, Valparaiso, IN 46383, stepped forward and introduced himself and stated he was also representing Mr. Eid. He continued to state that the best use for this property was a car dealership just because of the ingress and egress on the lot. He stated that Mr. Eid would be operating during the hours of 10:00 a.m. – 7:00 p.m. Monday through Friday and 10:00 a.m – 6:00 p.m. Saturdays. Because of the hours, they would avoid the morning rush hour traffic because the property is closed, and because the business would be open until 7:00 p.m., the business would close well after the evening rush hour. He then stated it would be closed on Sundays, so there would be no traffic going in and out on Sunday. The business would be point-of-sale, with approximately 3 – 10 customers on a good day, and the building is 1,855 square feet. Since there were approximately 30 parking spaces for a building this size, he felt the property didn't lend itself to accommodate any other business other than this used car sales dealership. He added that it made more sense that the lot with the parking spaces be used for inventory, rather than a busier business that actually needed the parking spaces for customers. Mr. Znika explained that Mr. Eid has had another business in Merrillville for the past 10 years and was a successful businessman. He added that Mr. Eid wanted this Highland location to be his flagship dealership, with all models dating from 2018 to 2023, and all being higher end vehicles. He added that the requirement of the Town Code stating that 50% of the vehicle sales be new cars was not feasible on this corner because of the space requirements that would present. He continued to say that he felt the purpose of this rule would be to make the car sales of a higher caliber, and that is exactly what Mr. Eid would be doing, with none of the cars being more than six years old. He went on to say that since it is a main thoroughfare in Highland, that they wanted it to present as such, and pointed out that currently it is not; it is an eyesore. When his client comes in and makes the capital improvements he plans, it will be much improved with nice landscaping and it will be well lit, which will deter any questionable activities there. He concluded that they felt that this use would be an asset to Highland and to its residents.

EXHIBIT A

x. **Discussion:** A Resolution Approving an Interlocal Cooperation Agreement between the Incorporated Town of Highland and the School Town of Highland for the Utilization of School Resource Officer Program Services for 2024-2025

The Council advised the Clerk-Treasurer to proceed in preparing the Interlocal Cooperation Agreement between the Town of Highland and the School Town.

x. **Discussion:** Consideration of Proposed Additional Appropriations: (controlled and non- controlled funds): Proposed Additional Appropriations in Excess of the 2024 Budget for the VIPS/Park Public Safety Fund in the amount of $26,822.

The Council President advised to place the item on the agenda for the June 10, 2024 plenary meeting.

THE TIMES nwi.com MEDIA COMPANY

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

Northwest Indiana Times
601 W. 45th Ave.
(219) 933-3333

State of New Jersey, County of Hudson, ss:

I, Laquansay Nickson Watkins, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Northwest Indiana Times, a publication that is a "legal newspaper" as that phrase is defined for the city of Munster, for the County of Lake, in the state of Indiana, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

Publication Dates:
- May 30, 2024

Notice ID: bMrzgJOJH1UHnZE9V3Ut
Publisher ID: 102454
Notice Name: VIPS/Park Public Safety Fund

Publication Fee: $36.27

Laquansay Nickson Watkins
Agent

SHANNEA H HOLMES
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires August 1, 2026

VERIFICATION

State of New Jersey
County of Hudson

Signed or attested before me on this: 05/30/2024

Shannea H Holmes
Notary Public
Notarized remotely online using communication technology via Proof.

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 **10th day of June 2024**, will consider the following additional appropriations in excess of the budget for the current year in the following funds:

VIPS/Parks Public Safety Fund

Acct. 2501-0000-410.01	VIPS Special Purchase Vehicle	$26,822.00
	Total 400 Series:	$ 26,822.00
TOTAL for the FUND:		$26,822.00

Funds to support these additional appropriations in the **VIPS/Parks Public Safety 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
Philip Scheeringa, President

By: Mark Herak
Clerk-Treasurer
5/30 - 102454

HSPAXLP

Town of Highland
Appropriation Enactment
Enactment No. 2024-10

AN ENACTMENT APPROPRIATING ADDITIONAL MONIES IN EXCESS OF THE ANNUAL BUDGET for the VIPS/PARK PUBLIC SAFETY FUND ALL PURSUANT TO I.C. 6-1.1-18, and I.C. 36-5-3-5.

WHEREAS, Following a public hearing advertised pursuant to I.C. 5-3-1, it has been determined that it is now necessary to appropriate more money than was appropriated in the annual budget for the **VIPS/Park Public Safety Fund**;

WHEREAS, It has been determined that such additional appropriations as may be approved by this enactment, will not increase the levies set under I.C. 6-1.1-17, all pursuant to I.C. 36-5-3-5;

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

Section 1. That for the expenses of said municipality, the following additional sums of money are hereby appropriated and ordered set apart out of the **VIPS/Park Public Safety Fund** herein named and for the purposes herein specified, subject to the laws governing the same:

VIPS/PARKS PUBLIC SAFETY FUND

Acct. 2501-0000-410.01	VIPS Special Purchase Vehicle	$26,822.00
	Total 400 Series:	**$ 26,822.00**
	TOTAL for the FUND:	**$26,822.00**

Section 2. That the Clerk-Treasurer is hereby authorized and instructed to inform the Department of Local Government Finance of this action and that these monies be made available for expenditure pursuant to I.C. 6-1.1-18.

Section 3. That in satisfaction and for the purposes of the provisions set out in I.C. 36-5-2-9.6, I.C. 36-5-3-5, I.C. 36-5-4-2, this enactment shall be deemed properly filed and introduced before the Town Council at a regular or special meeting, properly called and convened pursuant to I.C. 5-1.5-14 *et seq*.

Introduced and Filed on 10th day of June 2024. Consideration on same day or at same meeting of introduction sustained a vote of   in favor and   opposed, pursuant to IC 36-5-2-9.8.

Duly Ordained and Adopted this 10th Day of June 2024, 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

____

Philip Scheeringa, President (IC 36-5-2-10)

ATTEST:

____

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

x. **Discussion:** An Order Approving and 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).

The Council President advised to place the item on the agenda for the June 10, 2024 plenary meeting.

Town of Highland
Board of Works
Order of the Works Board 2024-27

An Order Approving and 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).

Whereas, The Town of Highland Metropolitan Police Department, as part of its public duties, has a responsibility for patrol, 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 Metropolitan Police Chief has determined a need to replace certain equipment and supplies and has further determined the purchase price will be below $50,000.00.

Whereas, The Metropolitan Police Chief has identified Lake Cycle of Merrillville, IN to be a desirable source vendor for the purchase of two (2) 2024 Honda Pioneer 700 Deluxe Polaris vehicles with accessories at price of $16,401.00 (1HFVE02E02E8R4900429)and $17,221 (IHFVE0268R4900827) for a total of $33,622.00 minus the two (2) trade-ins totaling $6,800.00 (2017 Polaris Ranger 500 3NSRMA504HE891261 & 2000 Harley Road King 1HD1FHW193Y711024) for a total of **$26,822.00**;

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) as well as Section 3.05.060 (G)(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)(2) of the Highland Municipal Code serves as the purchasing agency for the Metropolitan Police Department; and

Whereas, The Metropolitan Police Chief, pursuant to Section 3.05.050 (D)(1) of the Highland Municipal Code, serves as the Purchasing Agent for the Metropolitan Police Department; and

Whereas, The Purchasing Agent, pursuant to Section 3.050.060 (G)(2) of the Highland Municipal Code, expected that the purchase to less than $50,000 and therefore decided to make the purchase in the open market without inviting or receiving quotes; and

Whereas, The purchase of the vehicles will be supported by the VIPS/Park Fund and a duly approved appropriation in the VIPS/Park Fund;

Whereas, The Town Council now desires to approve and authorize the Police 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 finds and determines that the offer from Lake Cycle, 7911 Taft Street, Merrillville, Indiana to be the lowest responsive and responsible offer or having offered for two (2) rendering a gross total price of **$33,622** to be adjusted by two (2) trade-ins totally valued at $6,800.00 then rendering a total net purchase price of $26,822; all pursuant to IC 5-22 and Section 3.05.060 (G)(2) of the Highland Municipal Code;

Section 2. That the Police Chief is authorized and approved to purchase from Lake Cycle of Merrillville, Indiana two (2) 2024 Honda Pioneer 700 Deluxe Polaris Vehicles with accessories for a preliminary total of $33,622 minus the trade-ins of $6,800.00, for a **net** total of **$26,822.00**; all pursuant to IC 5-22 and Section 3.05.060 (G)(2) of the Highland Municipal Code;

Section 3. That the Metropolitan Police 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, pursuant to IC 36-5-4-14.

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 10th day of June, 2024 having passed by a vote of in favor and opposed.

TOWN COUNCIL of the TOWN of HIGHLAND, INDIANA

Philip Scheeringa, President (IC 36-5-2-10)

Attest:

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

x. **Discussion:** To reject the beer vendor proposals of Leroy's Hot Stuff and Big Frank's Sausage and to bring the operational and related services associated with the beer garden for the BBQ Festival in house and to be run by the HCCE.

The 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

Attorney Reed said he reached out to Tom Brown from the Brown Insurance Agency. He said that neither he nor Tom Brown are rendering an opinion, as that's up to the Council but the gist of Tom's email, is he is advising against it unless the people working are state bar tender licensed. You need to recognize when someone shouldn't be served or already has had enough or is buying it for someone else. He said it is great to be insured against such things, it better not to get sued and lose. He is deeply concerned about the risk of loss. We can lose one and that's okay but we may have to look for a different insurance carrier. You lose one and you'll be paying a lot.

Councilor Turich complimented Councilor Robertson for making the suggestion but he understands the risks and understand the concerns and those have to be weighed into the decision. We have to decide for the community as a whole which is the best option. He added that he understands that we will get additional revenue but at what cost?

Councilor Robertson said that when he was at the AIM conference, many municipalities are allowing non-profits that aren't associated with the Town. This might be something the Council will want to consider as an option next year. He said he inquired as to the beer trailer for the BBQ festival and it would cost $250 for the entire event. The trailer holds about 100 kegs of beer and Town would only pay for the kegs opened.

Councilor Scheeringa said he doesn't think the Town is ready to make that jump this year for the BBQ Festival but maybe something the Town could consider in the future. He said the Hammond Fire Department ran the beer garden for the Festival on the Lake. The Fire Department would get a certain percentage and got to keep the tips.

After discussion, the Council President asked to have this item placed on the agenda for the June 10, 2024 Highland Town Council Plenary meeting agenda.

Mark Herak

From: Tom Brown <tbrown@browninsgrp.com>
Sent: Wednesday, May 29, 2024 11:40 AM
To: jpratlaw@aol.com; Mark Herak
Cc: Elizabeth Grzych
Subject: Town of Highland: Liquor Liability Insurance for festivals
Attachments: Highland - Liquor Liability for 4th of July and BBQ fest.pdf

Cc: Mark Herak

John –

I understand your inquiry relates to premiums. Our staff had been waiting on event dates to incorporate all events onto a single liquor liability policy, which traditionally has been the most cost-effective approach to securing liquor liability coverage. We currently have terms for the five-day 4th of July festival (July 3rd – 7th) and the three-day BBQ festival (September 13th – 15th). The premiums are fantastic, yet there are matters of consequence beyond insurance cost.

Whether we request coverage to be on a primary or excess basis, in today's environment the costs are the same. Regardless of the liquor contract verbiage, securing coverage as excess over another entity's primary coverage affords a level of additional protection that is not split among entities.

Of importance, placement of liquor liability coverage in general has become extremely challenging. Settlements are multiples of premiums industry wide, countless insurers have exited the market and those who have remained are increasing premiums exponentially on higher hazard accounts. Still, these comments are not to highlight premium costs. Rather, the risk factors driving costs.

I've attached a few articles. While not a perfect comparable, please read the first attachment *in its entirety* prior to advising the council as we are only able to secure $1,000,000 per common cause of liquor liability coverage / $3,000,000 annual aggregate. Note per common cause does not parallel ITCA's per individual claimant verbiage.

Ways to mitigate risk include ID scanners, providing (dialing the numbers) for ride sharing, TIPS type training for servers designed to identify and prevent intoxication, security camera footage, etc. Recognizing attendees may have consumed alcohol prior to arrival, and understanding individual can and do purchase beverages for their group w/o server observation, anyway we can incorporate an additional layer of protection is another way to mitigate risk that may be worth consideration.

Let me know if you have any questions or if we can be of further assistance.

Thank you,

Tom Brown
O 219-972-6060
C 219-678-6060
BROWN INSURANCE GROUP
KEYSTONE

1

Arlington/Roe®

ARLINGTON/ROE & CO.
8888 Keystone Crossing Suite 900
Indianapolis, IN 46240
(317) 554-8550

Elizabeth Grzych
Brown Insurance Group

Elizabeth,

Enclosed you will find an admitted Liquor Liability Special Event quote for The Town Of Highland . The quote number is MSE024YD300.

Section I-	Details the premiums, taxes and fees associated with this account. In addition, it provides the Underwriting Notes and covers any of the additional underwriting information that might be needed prior to binding or within 21 days of the inception date.
Section II-	Covers the events, locations, dates and corresponding classifications with exposures.
Section III-	Lists the required coverage forms, notices, endorsements and exclusions.
Section IV-	Offers optional coverages that are available to the applicant but are not currently included in the quote.

In addition we have included some materials that will assist in the evaluation of this offer of coverage.

- A pre-filled application that includes the information you have already provided and notates missing information with a black arrow in the margin
- A Point of Sale piece that provides some claims scenarios this account may encounter and a coverage checklist that can be compared to the quotation of another carrier.

For your convenience, an area on page 1 of the quote has been provided to record your requested effective date and which optional coverages you might want to include when you are ready to bind coverage.

We invite you to contact us to discuss the benefits of any coverages, the costs associated or simply to provide feedback! We welcome the opportunity to talk with you about this quote.

Thank you for the opportunity to quote this account!

Sincerely,
Instant Quote - Commercial Lines
ARLINGTON/ROE & CO.
(317) 554-8550

Arlington/Roe®

ARLINGTON/ROE & CO.
8888 Keystone Crossing Suite 900
Indianapolis, IN 46240
(317) 554-8550

MSE024YD300

Quote is valid until 9/15/2024

Please bind effective: ______________
Insured email address: ______________
Insured phone number: ______________

Confirm optional coverages:
☐ Do not include any optional coverages.
☐ Include the following optional coverages
(Taxes & Fees may apply to optional premium if purchased)
☐ Option 1 - (add: $50) - Rain Date Coverage

Re: The Town Of Highland

To: Brown Insurance Group

Attn: Elizabeth Grzych
Commission: 15%

From: Instant Quote - Commercial Lines

clquoteconnect@arlingtonroe.com / (317) 554-8550

To bind coverage, please complete the bind request box selections and send your request to: clquoteconnect@arlingtonroe.com, along with any applicable "prior to bind" information.

I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS

LIQUOR LIABILITY SPECIAL EVENT POLICY INFORMATION	
Carrier:	Mount Vernon Fire Insurance Company
Status:	Admitted
A.M. Best Rating:	A++ (Superior) - XII

LIQUOR LIABILITY COMMON CAUSE/AGGREGATE	LIQUOR LIABILITY PREMIUM	WHOLESALER BROKER FEE	AMOUNT DUE
☐ $100,000/$200,000	$2,204	$75.00	$2,279.00
☐ $300,000/$300,000	$2,820	$75.00	$2,895.00
☐ $300,000/$600,000	$2,911	$75.00	$2,986.00
☐ $500,000/$500,000	$3,305	$75.00	$3,380.00
☐ $500,000/$1,000,000	$3,383	$75.00	$3,458.00
☐ $1,000,000/$1,000,000	$3,856	$75.00	$3,931.00
☐ $1,000,000/$2,000,000	$3,934	$75.00	$4,009.00
☐ $1,000,000/$3,000,000	$3,977	$75.00	$4,052.00

ADDITIONAL QUOTE INFORMATION
Policy Minimum Premium: $195
Refer to Covered Events section for event dates covered
Policy Period is 7/3/2024 to 9/17/2024

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested

MSE024YD300

ADDITIONAL COSTS INCLUDE:	
Wholesaler Broker Fee	$75.00

This account is subject to the following - Sections A, B and C:

Underwriter receipt, review and acceptance of the fully completed application. We may modify the terms and/or premiums quoted or rescind this quote if: 1) the information provided in the completed application is different from the original submission, 2) a web search, if completed at our discretion, reveals unsatisfactory results or indications of ineligible factors, or 3) there is a significant change in the risk from the date it was quoted.

A. Prior To Bind Requirements:

- If you have not already provided the mailing address, location address and additional insured information, we will need this information in order to bind coverage.

B. Items Required Within 21 days of the inception of coverage:

- No 21 Day Subject to Notes

C. Underwriting Notes:

- Liquor Liability Limits up to $3M/$3M may be available upon request.
- Binding order must be received prior to the start of the event or no coverage will be provided.
- Note: Our policy specifically excludes injuries arising from moon bounces, trampolines, rock walls, petting zoos and pony rides.
- Quote contemplates spectator liability only; Does not include injury to athletic participants or performers.
- Coverage automatically extends for events running past midnight for no charge. All policies end at 12:01am the following day. Thus, the special event policy period extends two days past the last event date.
- Blanket additional insured coverage is automatically included. Please review form L-820.
- Thank you for the opportunity to quote this risk and for using Instant Quote.

II. COVERED EVENTS

Event #1 - Main Square Park, 3001 Ridge Rd, Hammond, IN 46322

Entity Type: (applicant is the host of the event)
Event Coverages: Liquor Liability

Event	Exposure	Start Date	End Date
Festival (applicant is the host of the event) (Liquor)	4000 Consumers	7/3/2024	7/7/2024

Event Coverages	Exposure	Limit	Premium
Additional Insured - Blanket - Special Events (Liquor)	1 Per Additional Insured		Included

Event #2 - Main Square Park, 3001 Ridge Rd, Hammond, IN 46322

Entity Type: (applicant is the host of the event)
Event Coverages: Liquor Liability

Event	Exposure	Start Date	End Date
Festival - Food Fest (applicant is the host of the event) (Liquor)	800 Consumers	9/13/2024	9/15/2024

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested

MSE024YD300	Exposure	Limit	Premium
Event Coverages			
Additional Insured - Blanket - Special Events (Liquor)	1 Per Additional Insured		Included

III. REQUIRED FORMS & ENDORSEMENTS

Liquor Liability Endorsements

2110IN	(10/19) Indiana Service of Suit	L-657	(01/11) Absolute Pollution Exclusion - Liability
CG0033	(12/07) Liquor Liability Coverage Form	L-816	(11/18) Amendments of Conditions - Limits of Insurance Under Multiple Coverage Parts
CG2406	(04/13) Liquor Liability - Bring Your Own Alcohol Establishments	L-820	(12/18) Special Events Blanket Additional Insured Endorsement
IL0017	(11/98) Common Policy Conditions	LLQ-101	(08/06) Expanded Definition Of Employee
IL0021	(09/08) Nuclear Energy Liability Exclusion Endorsement	LLQ-102	(02/15) Event Vendor, Exhibitor And Contractor Exclusion
IL0117	(12/10) Indiana Changes - Workers' Compensation Exclusion	LLQ-368	(08/10) Separation Of Insureds Clarification Endorsement
IL0272	(11/21) Indiana Changes - Cancellation and Nonrenewal	LQ-202	(12/11) Assault Or Battery Exclusion
Jacket	(07/19) Policy Jacket	LQ-352	(09/08) Event Vendor - Other Insurance
L-206	(02/11) Fully Earned Premium Endorsement	LQ-354	(10/09) Limitation of Coverage to Insured Premises
L-224	(10/10) Punitive Or Exemplary Damages Exclusion	LQ-428	(10/16) Absolute Firearms Exclusion
L-610	(11/04) Expanded Definition Of Bodily Injury	SPE 312	(03/15) Who Is An Insured
L-656	(02/06) Extension Of Coverage - Committee Members		

IV. OFFER OF OPTIONAL COVERAGE(S)

Based on the information provided, the following additional coverages are available to this applicant but are not currently included in the quotation. The additional premium may be subject to taxes & fees. For a firm final amount please contact us and we will revise the quote.

	Coverage	Additional Premium
Option 1	Rain Date Coverage	$50

Important Information

- If this coverage is purchased, add L-562 Rain Date Coverage for Special Events
- This pricing is per event.

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested

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Arlington/Roe®

ARLINGTON/ROE & CO.
8888 Keystone Crossing Suite 900, Indianapolis, IN 46240
Phone: (317)554-8550

Mount Vernon Fire Insurance Company

MSE024YD300

Special Events Application

You or your agent provided the information used to complete the questions below. Please answer all remaining questions in the space provided. By signing this application you are warranting that all information on this application is true and correct.

I. General Information

Applicant's Name: The Town Of Highland

Form Of Business: ☐ Individual ☑ Corporation ☐ Partnership ☐ LLC ☐ Other: ______

Mailing Address: ______

City: ______ State: ______ Zip: ______

Phone Number: ______ Fax Number: ______

Web Address: ______ E-mail Address: ______

Coverage Desired: ☐ General Liability ☑ Liquor Liability

Please advise all entities requesting to be added as Additional Insured on this policy: ☐ Not Applicable

Complete Name	Address	Interest

Brief Narrative of Event(s)

Event 1 is 4th of July celebration.
3rd party prodessional company will be hired to conduct the firework display.
All alcohol will be served by professional bartenders.
NO BYOB or self service will be allowed.
NO overnight exposure.
4,000 consumers of alcohol per day.

Event 2 is BBQ festival.
All alcohol will be served by professional bartenders.
NO BYOB or self service will be allowed.
NO overnight exposure.
800 consumers of alcohol per day.

For this event, is the applicant acting in the capacity of a hired caterer or bartender?	☐ Yes	☑ No
In the past 5 years, has this event incurred a Liquor Liability loss over $25,000?	☐ Yes	☑ No
Is the applicant an individual or business that regularly sells, serves or furnishes alcohol?	☐ Yes	☑ No

Page 1 of 3

5/29/2024

II. Location Address of the Event(s) and Corresponding Classification(s)

Location #1

Address	City	State	Zip
Main Square Park, 3001 Ridge Rd	Hammond	IN	46322

Years At Current Location: ______

Event	Start Date	End Date	# of Attendees:	# of Consumers:
Festival (applicant is the host of the event)	7/3/2024	7/7/2024		4000

	Yes	No
Will the event end by 3 AM?	☑	☐
Is the applicant the sole vendor/server of alcohol at the event?	☑	☐
Will BYOB or self-service of alcohol be permitted?	☐	☑
Will professional bartenders (or formal alcohol awareness trained servers) be used for the service of alcohol?	☑	☐
Do all participating alcohol vendors carry Liquor Liability limits equal to or greater than our applicant?	☐	☐

Location #2

Address	City	State	Zip
Main Square Park, 3001 Ridge Rd	Hammond	IN	46322

Years At Current Location: ______

Event	Start Date	End Date	# of Attendees:	# of Consumers:
Festival - Food Fest (applicant is the host of the event)	9/13/2024	9/15/2024		800

	Yes	No
Will the event end by 3 AM?	☑	☐
Is the applicant the sole vendor/server of alcohol at the event?	☑	☐
Will BYOB or self-service of alcohol be permitted?	☐	☑
Will professional bartenders (or formal alcohol awareness trained servers) be used for the service of alcohol?	☑	☐
Do all participating alcohol vendors carry Liquor Liability limits equal to or greater than our applicant?	☐	☐

III. Limit of Insurance

Please select a limit:

Limits of Liability Occurrence/Aggregate

- ☐ $500,000/$500,000
- ☐ $1,000,000/$1,000,000
- ☐ $1,000,000/$2,000,000

Additional Quote Information

IV. Eligibility Criteria

Classification

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5/29/2024

Festival (applicant is the host of the event) - Liquor Liability

If event has more than 500 consumers per day, BYOB (bring your own bottle) or self-service will not be permitted ☑ True ☐ False

Classification
Festival - Food Fest (applicant is the host of the event) - Liquor Liability

If event has more than 500 consumers per day, BYOB (bring your own bottle) or self-service will not be permitted ☑ True ☐ False

Classification
Additional Insured - Blanket - Special Events - Liquor Liability

Fraud Statement: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may subject such person to criminal and/or civil penalties and other sanctions.

Applicant's Warranty Statement: I warrant that the information provided in this Application, and any amendments or modifications to this Application are true and correct. I acknowledge that the information provided in this Application is material to acceptance of the risk and the issuance of the requested policy by Company. I agree that any claim, incident, occurrence, event or material change in the Applicant's operation taking place between the date this application was signed and the effective date of the insurance policy applied for which would render inaccurate, untrue or incomplete, any information provided in this Application, will immediately be reported in writing to the Company and the Company may withdraw or modify any outstanding quotations and/or void any authorization or agreement to bind the insurance. Company may, but is not required, to make investigation of the information provided in this Application. A decision by the Company not to make or to limit such investigation does not constitute a waiver or estoppel of Company's rights.

I acknowledge that this Application is deemed incorporated by reference in any policy issued by Company in reliance thereon whether or not the Application is attached to the policy.

I acknowledge and agree that a breach of this WARRANTY STATEMENT is grounds for Company to declare void any policy or policies issued in reliance thereon and/or deny any claim(s) for coverage thereunder.

Applicants Signature*: ______________________ Title: ______________ Date: __________
(Must be Owner, Officer or Partner) (Required) (Required)

Brokers Signature: ______________________ Date: __________

If your state requires that we have the name and address of your (insured's) authorized Agent or Broker.

Name of Authorized Agent or Broker: ______________________

Address: ______________________

SUBMITTING THIS APPLICATION DOES NOT BIND THE APPLICANT TO PURCHASE INSURANCE.
ACCEPTANCE OF THIS APPLICATION DOES NOT BIND THE COMPANY TO ISSUE INSURANCE.

United States Liability Insurance Group
A Berkshire Hathaway Company

USLI.COM
888-523-5545

Special Events Product

You are vulnerable to suits alleging "Property Damage," "Bodily injury" or "Medical Payments" caused by the negligent operations or activities at your special event.

- If someone trips and falls at your affair, there is the potential you may be facing a significant lawsuit due to their injuries.
- Property damage to the venues is the most common type of claim we see on special events.
- One or several attendees could suffer from serious food poisoning and you may be responsible for their medical expenses.

Depending on the laws in your state, you may be held liable for the actions of intoxicated or underage persons you served at your special event

- The negligent service to an intoxicated or underage person can produce substantial verdicts or settlements.
- Underage drinkers make up a significant portion of alcohol-related traffic crashes.
- You may also be held responsible for the actions of those selling/serving alcohol for you.
- Even if you are ultimately cleared of liability, it may cost thousands of dollars to defend a claim.

There are many important coverage features you should have in your Special Event Policy. Why you should place coverage with us:

Coverage Features	Our Group	Competitors' Policy
General Liability Coverage and/or Liquor Liability Coverage available with separate limits	✓	?
Expense outside policy limits	✓	?
No deductibles	✓	?
Coverage for damage to rented premises includes other perils in addition to fire	✓	?
Property owner can be included as an Additional Insured at no additional premium	✓	?
Automatic coverage for volunteers, temporary or leased workers and committee members	✓	?
Extended coverage for events lasting past midnight at no additional premium	✓	?
Specialized Claims Team	✓	?
A.M. Best rated A++ carrier	✓	?

Insure your financial well-being with a stable Company that will be there to pay your claim.

SEL-POS 2/13

Privacy Notice At Collection

We may need to collect certain personal information to provide you with our services and products. For information on how we store, use and protect personal information, please see our Privacy Policy accessible on our website, https://www.usli.com/privacy-policy/.

Arlington/Roe®

How to Bind Your New Business Admitted USLI Policy

Attached is your requested proposal from USLI. Please read it carefully.

After you have presented the proposal to your customer and when you are ready to bind, follow these simple instructions:

- Read the quote and all binding subjectivities and requirements carefully to verify that your risk is eligible. (If there is any discrepancy, ***call USLI on 1-888-845-6104*** in order to re-quote)
- Complete and sign the application.
- Check the desired limits on the proposal
- Identify the desired payment plan on the proposal
- Identify the desired effective date
- Email the signed and completed application and proposal to clquoteconnect@arlingtonroe.com
- Do NOT capture or send in any down payment. USLI will invoice your client directly for the down payment and subsequent installments.

Special Events and Short Term policies are not eligible for direct bill

Compensation Disclosure

Several states require disclosure of fees and compensation in insurance transactions. Please review the following, as your acceptance of the proposal or order to bind indicates your and your client's acceptance of these terms.

In most transactions, Arlington/Roe is compensated through commission, shared with you, for the placement of policies. The amount of the commission varies by insurance line and by carrier. Arlington/Roe may receive contingent or supplemental commission from various carriers.

The proposal you received may include fees charged by Arlington/Roe as a part of the transaction. These fees are non-refundable and charged in part to defray the costs of the transaction, and may or may not include charges payable to third parties. Fees are charged only to the extent permitted by relevant state law. Unless the amounts are paid to a third party, or a specifically negotiated agreement exists, these fees represent revenue to Arlington/Roe in addition to the commission compensation described above.

CRC Group
Wholesale & Specialty

Liquor Liability Market Challenging for Many in 2023

You might assume owning a bar would be all fun and games, but bars, concert venues, and other businesses in various locations across the U.S. are finding that's not the case. Many have been forced to close their doors as the cost of liquor liability coverage rises. The price of liability insurance, including liquor liability, has been rising steadily across the country. A recent Council of Insurance Agents & Brokers survey found that in the fourth quarter of 2021 alone, medium-size businesses saw an average insurance premium increase of 10.6%; small businesses saw an average 6.3% percent rise with increases attributed to economic inflation, social inflation of jury awards, and other factors.[2] The liquor liability market likely would have hit rocky ground sooner, but the pandemic slowed most businesses down and court cases ground to a halt. Now that court rooms have returned to normal operations, drunk driving lawsuits are hitting with increased frequency and severity, which drives up insurance costs.

About 31% of all vehicle crash fatalities in the U.S. involve drunk drivers
(with BACs of .08 g/dL or higher)[5]

Rising insurance rates are eating into profit margins, making it difficult for establishments to pay employees and maintain equipment. In South Carolina, rising liquor liability rates are leaving many bars with a massive bill. One bar owner reported paying $8,800 for liquor liability in 2021. That bill jumped to at least $31,000 in 2023. Another local bar owner indicated his liquor liability costs have skyrocketed from $5,000 to $60,000 in only three years. While South Carolina's marketplace didn't truly begin to feel the strain until 12-18 months ago, the issue can be traced back to 2017, when legislators passed a law requiring establishments with liquor licenses to purchase at least $1 million dollars' worth of liquor liability coverage. The 2017 legislation was passed in response to an incident where a drunk driver without insurance left a bar, which also didn't have insurance, and collided with a police officer, causing devastating injuries.[1]

South Carolina lawmakers intended for the law to cover similar instances, but for many, it pushed up coverage prices and drove bars out of business. It also made claims far more expensive for insurance carriers.[1] The South Carolina Insurance Association reports that insurers are paying out two dollars for every dollar collected in liquor liability premium, making it impossible to generate an underwriting profit. Over the past four years, countless insurance carriers have pulled out of the state altogether. As premiums increase from year to year, driven by losses, there's a lack of competition in the space, which normally helps keep rates down.1 Markets are continuing to exit and finding a potential insurer can be extremely challenging as most shy away from liquor liability business due to high losses and no tort reform on the state's horizon. South Carolina doesn't allow businesses to self-insure for liquor liability and those with alcohol revenue percentages of more than 30% have an increasingly difficult time obtaining coverage as the percentage of alcohol revenue climbs toward 50%-75%. Even clean accounts with no losses are seeing premiums rise to between $25,000 and $50,000, which is too high for many to reasonably pay. Without liquor liability coverage in South Carolina, bars, venues, or restaurants are forced to close.

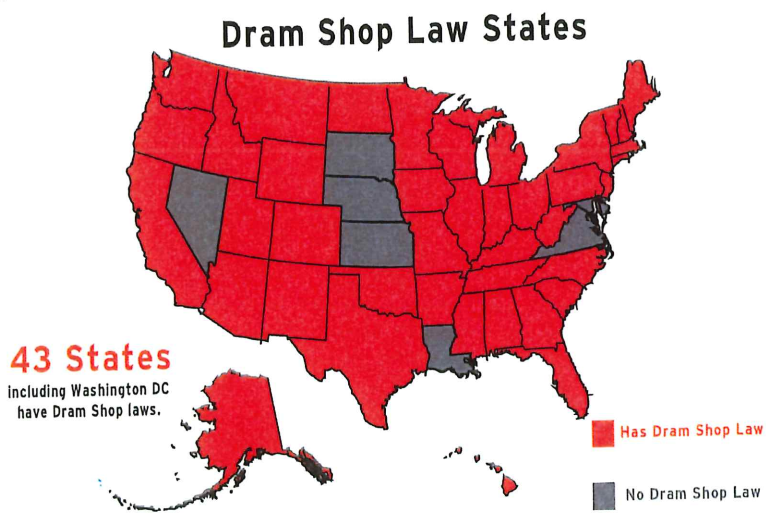
Business owners in several other states are also having difficulty finding coverage at all as markets dwindle. Vermont bars, nightclubs and other establishments that serve alcohol were already facing sharp, often unaffordable increases in the cost of insurance, but now they are often struggling to find a company to provide coverage at all.[2] Placing liquor liability for establishments in Texas, or the District of Columbia is also extremely challenging, especially for the smaller operations. Several common "go to" carriers for other lines won't consider liquor liability and the one or two remaining have tightened underwriting guidelines to be even more strict. Larger brokerage risks with more than $1M in alcohol sales result in high rates and premiums that make it difficult to obtain bind orders. Some carriers will only consider offering coverage when premium hits $100,000 or more.

Drinking and driving costs more than $44B in damages annually.[7]

Over the last 18-24 months, establishments in Kentucky have seen three markets exit the liquor liability space, leaving only a handful that will quote the business. Even when carriers will consider it, minimum premium is often starting at $35,000 and many smaller bars or restaurants can't afford the price hike. More markets are available if revenue from alcohol sales is less than 30% - 50% of total sales. When alcohol revenue rises above 50% it's extremely challenging to find coverage and at 75% of revenue, it's nearly impossible.

Alabama, a state with Dram Laws in place, recently passed legislation dealing with liquor liability insurance reform. Prior to passage of the new legislation, there were only three carriers providing policies to retail establishments and they required $100,000 minimum in coverage, often at a cost of more than $35,000 annually. However, the new law creates a broader standard. In Alabama, a server will have to knowingly serve an intoxicated person, and that service must be the proximate cause of the injury or death, if incurred. With the passage of this legislation, the cost of liquor liability insurance for restaurant and bar owners should start to decrease and allow businesses the opportunity to purchase higher amounts of insurance protection at a lower cost.[6]

Currently, 43 states and the District of Columbia have some form of a Dram Shop law in place. Dram Shop laws make it more likely that lawsuits will be filed against businesses. Such laws hold businesses like bars and restaurants liable for serving or selling alcohol to minors or intoxicated persons who later cause death, injury, or property damage to another.[3] States with Dram Shop laws allow establishment landlords, along with individual employees, and the bar itself, to be sued if an intoxicated customer later causes an accident or injures someone.[2] Even in states without Dram Shop laws, a business can be named in a lawsuit over the actions of an intoxicated customer. If a ruling is made in the establishment's favor, the business must still pay defense costs and other legal fees, making liquor liability insurance a critical form of protection for any business that sells or serves alcohol.



HOW AGENTS CAN HELP

Agents can help insureds consider business model changes or risk management strategies that may help with the affordability of liquor liability coverage, including:

Social Media Clean-up. Most carriers are diving deep into social media. If a bar posted past advertisements about social events, drink specials, trivia nights, etc. that are no longer occurring, it's wise to remove the information because underwriters may assume those events are ongoing.

Review Business Hours & Menu Options. Insureds that stay open into the early morning hours should review the level of business between 2am and 4am to determine if it's really worth staying open that late. If not, the liquor license can be amended to help lower premium. Some bars that lack the ability to serve food alongside alcohol have also hired food trucks to serve patrons. While that creates a subcontracted cost, it does illustrate for carriers that food is available.

Establish Rigorous Risk Management Policies. Carriers are often asking about the policies in place to help prevent an intoxicated patron from driving, such as providing ride shares or a designated driver to drive people home. Bartenders should also maintain current certification through TIPS, a skills-based training program designed to prevent intoxication, underage drinking, and drunk driving, or another credible organization. Point-of-sale systems, security cameras, and ID scanners that monitor alcohol service can also be key risk management tools.

Gather Current Data. It's helpful to have updated applications and at least 5 years of currently valued loss runs on every establishment up for renewal to help with remarketing. Any account with a loss should provide extensive details of any claims, especially those that remain open. Agents can also assist brokers by allowing enough time to adequately remarket the account. Ideally, it's wise to start marketing at least 45 days out to ensure options can be found. Because available markets are dwindling in some places, remaining underwriters are swamped with submissions.

Produce Low-touch Submissions that Tell a Story. Because underwriters are busier than ever before, every submission should be complete up front, requiring minimal back and forth between underwriting and the insured. Telling the insured's story can also help underwriting feel more comfortable with a risk.

BOTTOM LINE

Many places around the country are quickly approaching a critical point for restaurants, clubs, bars, and music venues when it comes to liquor liability insurance. For most, it's no longer just a question of affordability - It's also whether a business can even obtain coverage.[2] The outlook for liquor liability is tough as Dram Laws remain prevalent and social inflation continues to drive up jury awards. Tort reform is needed in several states as carriers are often more willing to write business in states that have enacted strong tort reform that provides some level of protection to the server and the consumer.

Businesses that choose to gamble by self-insuring may find that one claim has the power to put them out of business. CRC Group is home to brokers with the product knowledge and market relationships needed to help your clients obtain the best possible coverage options in a challenging liquor liability marketplace. Reach out to your local CRC Group producer today to learn more.

CONTRIBUTORS

Renee Middleton is CRC Group's Sumter, South Carolina Office President.
Sallie Howerton is an Inside Broker with CRC Group's Indianapolis, Indiana office.

END NOTES

1. Rising Liquor Liability Rates Leaving South Carolina Bars High and Dry and Stuck with Bill, WYFF 4, May 15, 2023. https://www.wyff4.com/article/rising-liquor-liability-rates-south-carolina-bars-alcohol/43896496
2. Rising Insurance Rates Threaten Vermont Bars, Clubs and Restaurants, Seven Days, March 22, 2023. https://www.sev-endaysvt.com/vermont/rising-insurance-rates-threaten-vermont-bars-clubs-and-restaurants/Content?oid=37849147
3. Dram Shop Laws: History and Explanation in Alcohol Sales, Investopedia, October 2021. https://www.investopedia.com/terms/d/dram-shop-laws.asp
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5. How Alcohol Affects Driving Ability, United States Department of Transportation. https://www.nhtsa.gov/risky-driving/drunk-driving#:~:text=About%2031%25%20of%20all%20traffic,year%20in%20drunk%2Ddriving%20crashes.
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What's Going on with Liquor Liability?

Terri John, Vice President, Commercial Binding Underwriting Team Leader

According to Fortune Business, the food and beverage industry stands as one of the largest in the U.S. and continues to experience growth. Projections indicate that the alcoholic beverage market is set to double by at least 2029. Unfortunately, the growth in this industry has a dark side, with 37 people losing their lives in drunk driving-related accidents every day – equivalent to one person every 39 minutes. In recent years, acquiring liquor liability coverage has become increasingly challenging due to shrinking capacity and carrier appetites. This shift is influenced by various factors, including shifts in the legal landscape and rising expenses linked to claims.

As the liquor market continues to harden, the carriers are inundated with submissions, and it is imperative we work together to help provide solutions for liquor liability insurance. Evolving appetites have resulted in underwriting guidelines becoming even more stringent than in the past. To better navigate this landscape, we have compiled a list of risk characteristics that can significantly influence both pricing and the acceptability of a risk:

- Loss experience and loss prevention techniques implemented.
- Procedures for handling intoxicated patrons.
- Hours of operation.
- Is there any on-premises entertainment offered? Carriers review how often and the different types including but not limited to karaoke, live entertainment, pool tables and outdoor activities.
- Characteristics of the risk: what type of management experience, staff training, the average age of patrons (is risk near a university?), are minors allowed on premises?
- Various security features
  - Are there security cameras?
  - Is the security company a 3rd party operation?
  - Are IDs checked at the door?
  - Are background checks done on employees?

While this list doesn't encompass all items reviewed in underwriting, it does serve as a starting point for addressing risks individually. We are consistently exploring additional avenues to remain at the forefront of the liquor liability market. Here are a few collaborative approaches we can take to find tailored solutions for your clients:

- Provide complete submissions.
  - Each market is looking for completed applications, currently valued loss runs (5 years) and supporting intel about the bar.
- Keep social media sites up to date. All carriers are reviewing social media outlets to determine if the risk is acceptable and meets their guidelines.
- Introduce and develop risk management techniques and controls in place to help mitigate liquor liability exposures.

Reach out to your commercial binding underwriter to assist as needed on these types of accounts. We appreciate your partnership and collaboration as we navigate this challenging market.

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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

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.

BEER PRICES FOR BACKYARD HIGHLAND , INDIANA

Friday, January 14, 2022 8:21 PM

HERE ARE THE PRODUCTS AND PRICES FOR THE BEER GARDEN

MILLER LITE ON TAP
ZYWIEC ON TAP
TWO HEARTED ALE ON TAP
SAM ADAMS OCTOBER FEST ON TAP
16 OUNCE DRAFT $7
32 OUNCE DRAFT $13
WHITE CLAW CANS $7
ANGRY ORCHARD $6

5/23/24
STAN STEFANSK
BIG FRANKS
SAUSAGE LLC

x. **Discussion:** Accepting and ratifying the proposal of Alpine Amusement Company (this is a proposed three (3) year agreement – we have not heard back from the ride operator accepting the changes to the insurance requirements

Attorney Reed said he reached out to Alpine Amusement Company when he didn't hear back, only to find out that the had the wrong contact information. The Clerk-Treasurer said he would forward the correct contact information to Attorney Reed after the study session.

x. **Discussion:** Works Board Order accepting the quote from either Great Lakes Roofing or Gluth Brothers Roofing or Korellis Roofing to replace the roof at the Central Fire Station. (this is a place holder, awaiting the recommendation from the Fire Chief)

Fire Chief Pipta said that there is an officers meeting on Tuesday and he hopes to have a decision made at that time. He said he would forward the information to the Clerk-Treasurer who said he would prepare the works board order for the next Council plenary meeting.

The Clerk-Treasurer advised that the money for the roof replacement was appropriated in the adopted 2024 budget.

After discussion, the Council President asked if the decision has been made, to have this item placed on the agenda for the June 10, 2024 Highland Town Council Plenary meeting agenda.

x. **Discussion:** Works Board Order approving and authorizing the Fire Chief to purchase from Identified Vendors turn-out gear. Depending upon the $ amount, we may have to advertise for an additional. We have the money but need to appropriate.
(this is a place holder, awaiting the inventory from the Fire Chief)

Fire Chief Pipta said that there is an officers meeting on Tuesday and he hopes to have a decision made at that time. He said he would forward the information to the Clerk-Treasurer who said he would prepare the works board order for the next Council plenary meeting. The Fire Chief estimated the cost of the turn-out gear to be around $40,000.

After discussion, the Council President asked if the decision has been made, to have this item placed on the agenda for the June 10, 2024 Highland Town Council Plenary meeting agenda.

x. **Discussion:** Disposing of Engine #8 & Trailer
(this is a place holder, awaiting the documentation from the Town Attorney)

Attorney Reed said because of the complexity of the disposition of equipment purchased with a Fema grant, he will prepare a separate agreement for Engine 8 and have it by the Council's next plenary meeting. He will continue to research the proper method to dispose of the trailer which was purchased with a federal grant.

Grants Management Technical Assistance (GMTA)

Equipment Disposition Under a Federal Award

This document discusses the requirements for the disposition of purchased equipment, supplies, and real property after they are no longer needed for federally funded projects.

Equipment Types

	Equipment	Supplies	Real Property
Definition	In the context of disposition, equipment is any tangible personal property (including information technology systems) having a: • useful life of more than one (1) year and; • per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the recipient for financial statement purposes, or $5,000. See: C.F.R §200.1	Supplies are any tangible personal property that does not fall under the definition of equipment. *(See also §§200.1: Computing devices; and Equipment.)* See: C.F.R §200.1	Real property refers to land as well as land improvements, structures, and appurtenances thereto. Real property does not include moveable machinery and equipment. See: C.F.R §200.1

Step 1: Request Disposal Instructions

Entities should request disposition instructions from the federal awarding agency. If the federal agency fails to respond with instructions within 120 days, the entity is absolved of the responsibility and can proceed with any action deemed appropriate.

FEMA

Step 2: Determine the Current Fair Market Value

All entities must calculate the current fair market value of any unused residual supplies (including materials) that FEMA funded for any of its projects and determine the aggregate total.

> ***Fair market value*** *is either the selling price or the advertised price for a similar item in a competitive market.*

Step 3: Disposal Options

When equipment or supplies (including materials) are purchased with federal funding are no longer needed for response to or recovery from the incident, recipients may dispose of the items by using one of the following options based on the current per-unit fair market value:

	Equipment with a current per-unit fair market value of **less than $5,000** may be retained, sold or otherwise disposed of with no further obligation.		
	Retained	**Sold**	**Disposed**
Requirements	Entities may retain or transfer equipment, supplies, or real property to be used for other federally funded programs or projects. If an entity chooses to retain or transfer the equipment, supplies, or real property, they must inform FEMA. The non-federal entity may transfer title to the property to the federal government or to an eligible third party provided that, in such cases, the non-federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.	Entities may sell equipment, supplies, or real property. **Note:** The federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the federal awarding agency may permit the non-federal entity to deduct and retain from the Federal share $500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.	Entities may dispose of the equipment, supplies, or real property in any way it sees fit after receiving FEMA approval.

GRANTS MANAGEMENT TECHNICAL ASSISTANCE (GMTA)

	Equipment with a current per-unit fair market value **in excess of $5,000** may be retained or sold.	
	Retained	**Sold**
Requirements	Entities may retain or transfer equipment, supplies, or real property to be used for other federally funded programs or projects. If an entity chooses to retain or transfer the equipment, supplies, or real property, they must inform FEMA. The non-federal entity may transfer title to the property to the federal government or to an eligible third party provided that, in such cases, the non-federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.	Entities may sell equipment, supplies, or real property. Entities must calculate the current fair market value of any unused residual supplies (including materials) that FEMA funded for any of its projects and determine the aggregate total. **Note:** The federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the federal awarding agency may permit the non-federal entity to deduct and retain from the federal share $500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

See:

- C.F.R §200.313 Equipment(e)
- C.F.R §200.314 Supplies(a)
- C.F.R §200.311 Real property(c)

Keep records of disposal for monitoring purposes.

If the entity is unsure of what to do, they should seek guidance from their Program Specialist.

x. **Discussion:** General Discussion brought up during the meeting but were not on the original agenda

Update on the electrical work being done at Main Square

Councilor Robertson advised the Council that a purchase order had been issued to Foster Electric in the amount of $5,000. He called Foster to advise that a purchase order was issued and for them and to proceed with the work. He said the work would be completed by the 4th of July and includes replacing 15 of the 40 amp breakers and upgrading them to 50 amp. He said there in an inoperable outlet just north of where the beer garden is to be located and they will fix it and make it operable. He said they're going to put some temporary outlets on the light poles. It's a lot less expensive do it this way than running permanent wires. These outlets can be used year after year.

Councilor Scheeringa asked the Clerk-Treasurer how the electrical work would be paid for. The Clerk-Treasurer said short time because we are under time constraints with the festival a month away, he transferred money from the insurance account. Once the festival is over, the money will be paid back. He also said that they will reach out the South Shore Convention Bureau asking to reimburse the Town for the electrical work performed from the Inn Keepers Tax Fund.

Councilor Turich asked Councilor Robertson that once the new breakers are installed, is there a map as to what vendors will go where? Has it been shared with the vendors? He was concerned that unless the vendors are aware of the different amp breakers, they will hook up their trailers to the same spaces they did last year and it will be at the wrong outlet. Councilor Robertson said that on the application the vendor advised what they needed and they will be placed accordingly.

Councilor Georgeff asked Building Commissioner Ken Mika if he could have the electrical inspector take a look at the electrical outlet outside the front of the Town Hall. He said the cover is off or missing and wires are exposed. He was concerned children will be messing around it and get electrocuted. Mr. Mika said he will take care of it.

Update on the decorative lighting for Highway Avenue and Jewett Street

Councilor Robertson then gave an update on the decorative lighting on Highway Avenue and Jewett Street

He said two (2) contractors respond to the RFP. He's called the one contractor four (4) times, leaving voice mails but hasn't heard back. He said the contractor sort of lost interest. He said he wasn't thrilled with the other contractor's plan. He said both contractors were concerned that whereas initially the plan sounded good, after review the plan, if a light pole was struck by a car; the whole section of lights would come down. He said there was a third contractor but he did not submit his proposal in time. Councilor Robertson was advised that the two (2) current bids should be rejected and another RFP issued.

Update on the tree being replaced in front of Larry Kondrat's house

Councilor Turich asked Larry Kondrat the status of the tree in front of his house. Mr. Kondrat through up his arms. Councilor Turich asked Mr. Kondrat if that meant no. Mr. Kondrat said the Public Works Director sent him a picture of a tree in front of someone's house. He said it was a lovely tree but he knew nothing about trees. Mr. Mika said he talked with the Public Works Director earlier in the day and he was under the impression that a tree similar to the one in the picture sent by the Public Works Director had been purchased by the contractor and will be planted shortly. Councilor Turich asked if the Public Works Director could follow-up and then get back to Mr. Kondrat on the status. He re-emphasized his previous comments about communication. He said, someone should have advised Mr. Kondrat as to the status of the tree.

Update on the photometric analysis at Marcus Auto Leasing.

Councilor Turich asked Attorney Reed the status of photometric analysis at Marcus Auto Leasing. Attorney Reed said he talked to the President of Emcor-Hyre and has a text and call into Matt Summers who works for Emcor-Hyre and who performs the test. He said he has not heard back from Matt Summers. He said he talked with Building Commissioner Mika today and if he doesn't hear back from Mr. Summers by tomorrow, he'll call his boss.

Councilor Turich then asked, similar to Mr. Kondrat and his tree, has anyone reached out to Todd O'day with an update. He was advised that no one has reached out to him. Doug said he felt that someone should reach out to Mr. O'day advising him of the status of the test.

Attorney Reed said he would reach out to Mr. O'day as they'll probably want to set up some type of monitoring equipment on Mr. O'days property.

Update on the box alarm cards

Councilor Turich asked Chief Pipta the status on updating of the box alarm cards and the corresponding agreements with our neighboring Towns? He said some towns require a mirror ordinance. Chief Pipta said it will be discussed at Tuesday's Officers meeting. Chief Pipta said that Munster and Schererville are on board and do not require an agreement. He said he hadn't heard back from Griffith. He said he will be checking with Chief Schoon.

Councilor Scheeringa explained how the process works. He said if there is a structure fire for example, instead of the Chief having to stop what he is doing and ask other departments for assistance, which may take up to two (2) or three (3) minutes, the Lake County dispatcher will automatically dispatch those units that are on the box alarm card. The list automatically pops up on the dispatcher's computer screen. If the fire department has a unit available, they will dispatch it.

Councilor Turich said nothing will happen until the box alarm cards are updated and agreements are in place.

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